

1. Agenda

Documents:

[AGENDA - JULY 13, 2020.PDF](#)

2. Executive Summary

Documents:

[AGENDA - JULY 13, 2020_ES.PDF](#)

AGENDA



REGULAR MEETING AGENDA

Council of the City of Lacombe
Monday, July 13 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 Charis Village Housing Society of Central Alberta	<i>Merle Jacobson Peter Kuipers</i>
5:30	3.2 Lacombe Golf & Country Club	<i>Kerry Ward John Hellofs</i>
	4. PUBLIC HEARINGS	
	4.1 N/A	
	5. REQUESTS FOR DECISION	
	5.1 Lacombe Golf & Country Club Request	CAO
	5.2 Charis Village Request	CAO
	5.3 Community Economic Development (CED) Bylaw	<i>Mgr. Lapointe</i>
	5.4 Combo. Sewer Flusher & Hydrovac Truck Replacement	<i>Mgr. Huston</i>
	5.5 Director of Emergency Management Appointment	<i>Dir Piche</i>
	5.6 Westview Stairway Trail Connector Contract Award	<i>Dir Juch</i>
	5.7 Committees Review Report #2	<i>Dir Juch</i>
	5.8 Council Committee Meeting	CAO
	6. INFORMATION	
	6.1 Administrative Reports	
	6.1.a Chief Administrative Officer Report	
	6.2 Council Mailbox	
	6.2.a Alberta Conservation Association RE: Fish Stocking Thank You, Jun 15 2020	

- 6.2.b Gov AB Memo: Seniors & Housing, Jun 20, 2020
- 6.2.c Gov AB Letter: Economic Recovery Plan, July 2, 2020
- 6.2.d Lacombe Ringette Assoc Digital Sign Support, June 29, 2020
- 6.2.e Echo Lacombe Assoc Digital Sign Support, June 30, 2020
- 6.2.f Lacombe Curling Club Digital Sign Support, July 7, 2020
- 6.2.g Digital Sign Designs
- 6.3 Commission, Board, Committee Reports and Minutes
 - 6.3.a Lacombe Regional Waste Services Commission: Feb 26, 2020 *Creasey*
 - 6.3.b Lacombe Regional Airport Committee: March 20, 2020 *Ross/Hoekstra*
 - 6.3.c North Red Deer River Water Svcs Commission: Apr 6, 2020 *Creasey*
 - 6.3.d North Red Deer Regional Wastewater Svcs Commission: Apr 6, 2020 *Creasey*
 - 6.3.e Lacombe & District Recreation Parks and Culture Board: May 19, 2020 *Jacobson*
 - 6.3.f Municipal Planning Commission: May 20, 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 June 22, 2020 Regular Council Meeting Minutes

8. NOTICES OF MOTION

- 8.1 N/A

9. IN CAMERA

- 9.1 Land (FOIP S. 16) *Dir Juch*
- 9.2 Monthly Update (FOIP Sections 24, 16) *CAO Goudy*

10. ADJOURNMENT

Next Meetings:

- Monday, August 10, 2020
 - Regular Council Meeting: 5:00 p.m., Council Chambers
- Monday, August 17, 2020
 - Regular Council Meeting: 5:00 p.m., Council Chambers

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

REQUEST FOR COUNCIL DECISION



SUBJECT: Tax Reduction Request – Lacombe Golf & Country Club
PREPARED BY: Mauricio Reyes, Senior Manager of Financial Services
PRESENTED BY: Matthew Goudy, Chief Administrative Officer
DATE: July 13, 2020

FILE: 13/215

PURPOSE:

To provide Council with a recommendation on the request from Lacombe Golf & Country Club (“the Club”) to provide a tax reduction in 2020.

RECOMMENDED MOTION(S):

1. THAT Council accepts this report as information.

RELATED PRIOR MOTION(S):

1. None

EXECUTIVE SUMMARY:

The City has received a request from the Lacombe Golf & Country Club for a reduction in taxes. The request does not specifically identify the desired percentage or amount of tax reduction. Approval of the request would negatively impact tax revenue in 2020.

Administration recommends that Council declines the request from Lacombe Golf and Country Club to provide a tax reduction.

ANALYSIS:

Background

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”

On June 4, 2020, the City of Lacombe received a request for a tax reduction on the following tax roll numbers:

- 194 060015120
- 194 060015140

REQUEST FOR COUNCIL DECISION



- 194 060015640

Figure 1 – Location of Golf & Country Club (6000/6200 - 50 Avenue)



The total taxes levied in 2020 for these three properties were \$51,736. Approximately 80% of the taxes are related to the golf course itself (i.e. land), with the remaining 20% attributable to improvements, such as the clubhouse and proshop. Of the total taxes levied, approximately 30% are non-municipal (education) taxes as shown in table 1 below.

REQUEST FOR COUNCIL DECISION



Table 1 – Tax breakdown Municipal vs. Non-municipal Taxes

	Roll #194 060015120	Roll #194 060015140	Roll # 194 060015640	Total Taxes
Municipal Taxes	\$33,494.18	\$1,842.31	\$1,060.45	\$36,396.94
Non- Municipal Taxes	\$14,116.20	\$776.44	\$446.93	\$15,339.57
Total	\$47,610.38	\$2,618.75	\$1,507.38	\$51,736.51

2020 Tax Reduction Options

In their request, Lacombe Golf & Country Club did not specify how much of a tax break they would like to get should their request be granted. Consequently, some options are presented to Council in the next paragraphs.

Option 1

Reduction based on total taxes owing (50%) – this would result in a total deduction of \$25,868.25. As non-municipal taxes cannot be eliminated, a reduction of this amount would lower the municipal portion of property taxes from \$36,396.94 to \$10,528.68.

This option would result in the City losing 71 percent decrease in tax revenue for these properties in 2020.

Option 2

Reduction based on municipal portion of property taxes (50%) – Municipal taxes would be reduced from \$36,396.94 to \$18,198.47, effectively halving the municipal portion of property taxes.

This option would result in the City losing half of its tax revenue on these properties.

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

REQUEST FOR COUNCIL DECISION



after December 31, 2020 will be considered in arrears and will be subject to a 10% tax penalty as per [Bylaw 379](#).

Financial Implications

The cost of reducing municipal taxes will depend on what percentage Council is comfortable reducing taxes by. The maximum loss of municipal tax revenue (in the options proposed) is \$36,396.94

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 Golf & Country Club to reduce property taxes)
2. THAT Council defers 2020 tax collection for the roll numbers listed to June 30, 2021 without penalties

REQUEST FOR COUNCIL DECISION



3. THAT Council directs Administration work with the requestor to generate alternative options
4. THAT Council approves the request from Lacombe Golf & Country Club and authorizes Administration to adjust property taxes for the roll numbers listed

ATTACHMENTS:

- Letter from Lacombe Golf & Country Club

June 4th, 2020

Attention: Mr. Matthew Goudy (CAO City of Lacombe)

Dear Mr. Goudy,



Please accept this letter as a request for tax relief for the Lacombe Golf and Country Club. The LGCC was founded in 1925 and has been an important part of this great city for a long time. The Board has been supported and directed by local business owners, politicians, and the wonderful people of the City of Lacombe and Central Alberta for many years. We are looking forward to something special when we celebrate our centennial anniversary in 2025.

The LGCC has always tried to support local business, charities, fund raisers, sports programs and clubs. The Kinsmen, The Lacombe Ski Club, The Lacombe Hospital are a few of them.

The LGCC has been a beautiful recreational ground for all ages, genders, and athletic ability. Over the history of time a lot of lifelong relationships, business and personal have been formed. The property has played host too many professional and amateur events. The golf course has been and continues to be responsible for many tourists and creating revenue for local business.

Over the years many young players that have walked the fairways have gone on to become great people and successful citizens. Some of the Graduates of the LGCC junior program have received university and college scholarships. Some have turned Professional. Nevertheless it is a game that they are still enjoying with their families.

The LGCC has experienced many positive things in the near century of its existence. However times have changed, there is a lot more competition, smaller families, and more recreational options; as well as the current COVID-19 pandemic. The business has felt the impact of all of these variables. The Management and Board of Directors are adapting to the changing world through progressive business practices in order to be successful. The Course **FOIP Section 16** **FOIP Section 16** have future capital costs that is making it difficult for positive business results. It is understood that we have an obligation to pay a fair tax amount annually. We are asking you to consider a tax break for the LGCC.

Thank you for consideration and we are happy to answer any questions or concerns.

Kerry Ward – General Manager-LGCC

John Hellofs – Board of Director-LGCC

Complete Golf Facilities



REQUEST FOR COUNCIL DECISION



SUBJECT: Tax Reduction Request – Charis Village Housing Society
PREPARED BY: Mauricio Reyes, Senior Manager of Financial Services
PRESENTED BY: Matthew Goudy, Chief Administrative Officer
DATE: July 13, 2020

FILE: 13/215

PURPOSE:

To provide Council with a recommendation on the request from Charis Village Housing Society of Central Alberta to reduce property taxes in the years 2020 and 2021.

RECOMMENDED MOTION(S):

1. THAT Council accepts this report as information.

RELATED PRIOR MOTION(S):

1. None

EXECUTIVE SUMMARY:

The City has received a request from the Charis Village Housing Society of Central Alberta for a reduction of property taxes for the fiscal years 2020 (50%) and 2021 (25%). Approval of the request would negatively impact tax revenue in both years.

Administration recommends that Council declines the request from Charis to reduce property taxes in 2020 and 2021.

ANALYSIS:

Background

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”

On June 8, 2020, the City of Lacombe received a request for a reduction of property taxes for the following tax roll numbers:

- 194 018081380
- 194 018081390

REQUEST FOR COUNCIL DECISION



Figure 1 – Location of Chinook Villa (7200 – 72 Avenue)



The total taxes levied in 2020 for these two properties were \$50,840.82. Of the total taxes levied, approximately 25% are non-municipal taxes as shown in table 1 below.

Table 1 – Tax breakdown Municipal vs. Non-municipal Taxes

	Roll # 194018081380	Roll # 194018081390	Total Taxes
Municipal Taxes	\$2,995.10	\$35,292.49	\$38,287.59
Non-Municipal Taxes	981.99	11,571.24	12,553.23
Total	\$3,977.09	\$46,863.73	\$50,840.82

The tax amounts above do not include additional 2020 supplementary taxes that will be levied in early 2021 on properties that are being constructed in 2020. At the time of writing of this report, Administration is unable to estimate the amount of 2020 supplementary taxes that will be levied on these properties.

2020 Tax Reduction Options

Option 1

Reduction based on total taxes owing (50%) – This would result in a total reduction of \$25,420.21. As non-municipal taxes cannot be reduced, a reduction of this amount would lower the municipal portion of property taxes from \$38,288 to \$12,867.

This option would result in the City losing 66 percent decrease in tax revenue for these properties in 2020.

Option 2

If the 50% reduction is applied to the municipal portion of property taxes, municipal taxes would be reduced from \$38,288 to \$19,144 effectively halving the municipal portion of property taxes.

This option would result in the City losing half of its tax revenue on these properties in 2020.

2021 Tax Reduction Options

At time of writing of this report, assessment values and tax rates to be used in 2021 are not available yet. Although they are likely to be similar, administration is unable to predict the precise financial impact. Tax reductions in 2021 would follow the same methodology as in 2020.

REQUEST FOR COUNCIL DECISION



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](#).

Financial Implications

The cost of reducing property taxes by 50% in 2020 will be between \$19,143.80 and \$25,420.41 depending on whether the reduction is applied to the entire property taxes or the municipal portion of property taxes only.

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 Charis Village Housing Society to reduce property taxes.)

REQUEST FOR COUNCIL DECISION



2. THAT Council defers 2020 tax collection for the roll numbers listed to June 30, 2021 without penalties
3. THAT Council directs Administration work with the requestor to generate alternative options.
4. THAT Council approves the request from Charis Village Housing Society and authorizes Administration to adjust property taxes for the roll numbers listed.

ATTACHMENTS:

- Letter from Charis Village Housing Society

To: City of Lacombe Mayor and Councillors

From: Charis Village Housing Society of Central Alberta

Re: Site tour and request for assistance with property tax

June 8, 2020

Hello City of Lacombe Mayor and Councillors,

We would like to update you on the Charis Village project that is currently being constructed north of Henner's Heights in Lacombe. As many of you are aware, we are a not-for-profit organization dedicated to the establishment of a community for seniors within the Lacombe/Central Alberta community. Our vision is to build a community where residents will feel safe and receive enhanced comfort with all levels of care when those needs arise.

Our plans are to build in phases, beginning with independent living condos and duplexes. As the development grows, we plan to move forward with an amenities building, supportive living building and a long term care building. As our population ages these facilities will become essential and add value to our community. As volunteers, we have been working and planning to implement this vision for the past twelve years.

Chinook Villa, a forty-six-suite condo building which is part of phase one is nearing completion. To date five condo units have been life leased. Twenty duplex units are also a part of phase one and construction of these units began a couple of weeks ago. They will be built and occupied as they are life leased. To date five duplex units have been life leased.

When COVID 19 became a concern in late February we suspended direct marketing to ensure the safety of prospective residents and also construction workers at the site. In the last couple of weeks, we have restarted our direct marketing by moving our sales center from downtown Lacombe into suite 104 in Chinook Villa. Our sales staff is presently arranging individual tours for prospective residents to view the four different show suites that are located on each floor. We feel that in the months ahead this will greatly enhance sales.

We believe that as Charis Village grows it will provide great value to the City of Lacombe and surrounding region. As stated above we are a not-for-profit organization run by volunteers. We would love for the Mayor and City Councillors to tour Chinook Villa and ask if we can arrange this for you.

In light of COVID 19 and the impact it is having on life lease sales and having on potential residents selling their properties, we are asking for some relief on property taxes. We propose the following:

2020: a 50% reduction.

2021: a 25% reduction.

2022: no reduction.

Charis Village is thankful to the City of Lacombe for its support throughout the development and construction stages of this project. We see this facility as something that will benefit our City.



When we expand into assisted living and long-term care, we expect to provide significant employment and a place where Lacombe residents and Central Albertans can age and thrive within their own communities.

We would like to meet with Council to discuss this further and to answer your questions and respond to comments. Please let us know when it works for Council's schedule for us to meet with you.

Also let us know when it would work for Council to tour the Charis Village site including Chinook Villa.

Thanks for your consideration.

For the Charis Village Housing Society of Central Alberta Board of Directors,

Peter Kuipers Co-Chair 403-396-8857

Merle Jacobson Co-Treasurer 403-391-0419

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: July 13, 2020

FILE: 62/143

PURPOSE:

Administration presents Bylaw 480, the Community Economic Development Bylaw, for first 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 first reading to Bylaw 480.

RELATED PRIOR MOTION(S):

1. (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.
2. (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 first reading, 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.

ANALYSIS:

Background

- [Bylaw 359](#) was approved in 2010 and first introduced the concept of community economic development (CED).

REQUEST FOR COUNCIL DECISION



- 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.
- 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.

REQUEST FOR COUNCIL DECISION



- 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
 - 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.

REQUEST FOR COUNCIL DECISION



ALTERNATIVE MOTION(S):

1. THAT Council gives Bylaw 480 first reading as presented, and directs Administration to return the Bylaw for second reading on August 10, 2020; OR
2. THAT Council gives Bylaw 480 first reading and directs Administration to amend the Bylaw and return the Bylaw for second reading on August 10, 2020; OR
3. THAT Council returns the matter of the community economic development bylaw to Administration with direction.

ATTACHMENTS:

Bylaw 480

**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

REQUEST FOR COUNCIL DECISION



SUBJECT: 2020 – Combination Sewer Cleaning & Hydrovac Unit – Request for Proposal (RFP) Results
PREPARED BY: Chris Huston, Manager of Utilities
PRESENTED BY: Chris Huston, Manager of Utilities
DATE: July 13, 2020

FILE: 43/782

PURPOSE:

To approve the replacement of the existing Vactor Combination Sewer Cleaning and Hydro-excavation (hydro-vac) unit as approved in the 2020 Capital Budget.

RECOMMENDED MOTION(S):

1. 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**.

RELATED PRIOR MOTION(S):

1. N/A

EXECUTIVE SUMMARY:

The 2020 Capital Budget includes \$559,475 for the replacement of the City's 2008 Vactor Combination Sewer Cleaning and Hydrovac unit. With trade-in value, options and warranty, the net cost of the replacement unit is under budget at **\$544,178**. If approved, the delivery of the unit to Lacombe is estimated to be August 14, 2020.

ANALYSIS:

Background

The 2020 Capital budget allocated \$559,475 for the replacement of the existing 2008 Vactor unit utilized extensively by the Utilities Department. This unit, initially scheduled for replacement in 2018, shows continuing signs of critical wear. Oil samples on the front-engine show increased levels of aluminum, indicating potential engine issues are imminent, and the tank and suction components needed patch welding in 2019. The hose reel and gauges on the front of the unit continue to be high maintenance items. The rear auxiliary engine has an intermittent oil leak along with various other components showing minor fluid leaks.

Administration researched local manufacturers of hydro-excavation trucks (hydro-vac), and they do not specialize in making the combination sewer flushing and hydro-vac trucks. The utility department utilizes a combination hydro-vac vehicle for its ability to perform two

separate tasks housed into one compact unit. The past 12 years have proven to be successful operating the combination hydro-vac truck, providing operators with the ability to flush sewers and vacuum out material from the sewer mains, as opposed to sending it further down the line potentially causing a blockage elsewhere. The ability to perform hydro excavation is equally essential, from cleaning catch basins, repairing water and sewer leaks, and providing timely repairs to infrastructure.

Request for Proposal

The Alberta Purchasing Connection website showed that five vendors downloaded the bid documents from the APC site who manufacture the combination “sewer flushing/ hydro-vac” vehicles. From these, one vendor submitted a proposal with three options. The three options proposed:

- **Option 1** – This option meets all minimum required specs as per the RFP, has a single-stage vacuum system, has the 2nd highest cost, is a **new** (2021) factory order with an 8-9 month delivery time.
- **Option 2** – This option exceeds the minimum required specs as per the RFP, is the lowest cost and comes with enhanced features like:
 - ✓ an improved vacuum system that uses positive displacement (as opposed to a fan system), the PD system would give operators the ability to clean out the City’s sewer lift stations inhouse, instead of contracting this cleaning out (due to depth of the wet wells);
 - ✓ the new Rapid Deployment Boom expedites the time to set up onsite, not needing staff to climb on the truck to attached extra steel tubes for every task;
 - ✓ Larger debris tank, 12 cubic yards (RFP asked for a minimum ten cubic yard tank);
 - ✓ Rear door splash shield.

The demo unit (2020), comes with a full warranty and a one month delivery time.

- **Option 3** – This option meets all minimum required specs as per the RFP, uses a dual-stage vacuum system, is the highest cost, comes with some enhanced features like Option 2 and is a **new** (2020) currently at the factory with a 4-5 month delivery time.

Evaluation

The evaluation team reviewed the bid submissions, completed operator and maintenance assessments on the proposed units, and called references. After an initial review, the vendor

REQUEST FOR COUNCIL DECISION



demonstrated the unit on site. The evaluation team evaluated and scored the submissions as follows:

Vendor	Cost (40%)	Product Specs, Design & Features (20%)	Operator Review (15%)	Warranty, Service, Support (15%)	Delivery Schedule (10%)	Total (100%)
Joe Johnson – Option 1	39	15	14	13	6*	<u>87</u>
Joe Johnson – Option 2	40	18**	14	13	10	<u>95</u>
Joe Johnson – Option 3	34	20	14	13	8***	<u>89</u>

*33 weeks (8-9 months)

**score reflects demo unit option

***16 weeks (4 months)

Overall scoring by the evaluation team indicates that purchasing **Option 2 - 2020 Vactor 2100i demo unit from Joe Johnson Equipment** is the most desirable option for the City of Lacombe.

- 2020 Vactor 2100i Demo (Western star conventional chassis)
- Positive displacement vacuum system and 12 cubic yard debris tank
- Rapid deployment boom meaning less time spent adding tubes to the vacuum hose
- Heat traced and insulated water lines
- Boiler unit for winter operation
- Hose reel safety cage
- Improved operator station and remote
- Numerous additional features
- Telescopic manhole camera, upgraded sewer nozzle kit
- Delivery Time is four weeks

FINANCIAL ANALYSIS:

The capital budget of \$559,475 is sufficient for this purchase. Including trade-in of the existing unit, options and delivery, the total replacement cost is **\$544,178** (under budget by \$15,297 or 2.7%).

REQUEST FOR COUNCIL DECISION



The existing unit, purchased in 2008, has good cost records from 2012 to date. Based on the budgeted cost of the new unit, average labour rates today, historical maintenance costs and hourly usage, Administration confirms the hourly rate to run the unit is \$218.24/hr. By comparison, private industry rates for a similar unit are \$250/hr, about 15% higher. The current unit operates 650hrs/year. The breakeven point, where ownership is more financially advantageous to contracting, is more than 530hrs/year.

#203 (Vac Truck) - 2020 Purchase Price \$559,500

Year	Capital Cost (New Unit \$559,500 over 10-years)	Historical Maintenance Costs	Historical Fuel, Oil, Insurance Costs	Historical Usage	Notes
2012	\$ 55,950.00	\$ 11,431.00	\$ 11,378.00	1750	Started tracking maintenance and fuel costs in 2012
2013	\$ 55,950.00	\$ 7,667.00	\$ 11,511.00		
2014	\$ 55,950.00	\$ 14,589.00	\$ 10,619.00		
2015	\$ 55,950.00	\$ 42,413.00	\$ 10,836.00		(rear aux engine rebuild)
2016	\$ 55,950.00	\$ 12,961.00	\$ 11,282.00		
2017	\$ 55,950.00	\$ 33,147.00	\$ 11,189.00		
2018	\$ 55,950.00	\$ 12,230.00	\$ 14,696.00		
2019 (to date)	\$ 55,950.00	\$ 16,050.00	\$ 9,426.00	7005	
Totals	\$ 447,600.00	\$ 150,488.00	\$ 90,937.00	5255	
City of Lacombe Costs		Contracted Cost			
Capital Cost	\$ 447,600.00				
Maintenance Cost	\$ 150,488.00				
Fuel, Oil, Other Cost	\$ 90,937.00				
Labour Cost	\$ 457,815.60				
TOTAL OPERATING COSTS	\$ 1,146,840.60	Equivalent Contracted Cost			\$ 1,313,750.00
# of Hours		5,255	# of Hours		5,255
OPERATING COST per HOUR	\$ 218.24	CONTRACTED COST per HOUR			\$ 250.00

STRATEGIC PLAN ALIGNMENT:

Sewer maintenance and safe hydro-excavation is a core service provided by the City with no specific alignment with a Council strategic goal.

PUBLIC ENGAGEMENT/COMMUNICATION STRATEGY:

There are no planned public engagement activities for this purchase.

ALTERNATIVE MOTION(S):

1. 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**
OR
2. THAT Council provides alternative direction to Administration

REQUEST FOR COUNCIL DECISION



ATTACHMENTS:

- Vactor 2100i brochure

VACTOR 2100i

Vactor's revolutionary new boom telescopes **10 FEET OUT** and extends the **DEBRIS HOSE DOWN 15 FEET SPEEDING WORK**, and in many cases, eliminating the need to assemble and disassemble additional tubes.

RDB 1015™



RAPID DEPLOYMENT BOOM

Retrofitable to all 2100 Plus Series Vactors

The RDB 1015™ Offers You:

- Dramatic reduction in set-up and tear-down time with boom's ability to pay-in and pay-out 15 feet of vacuum hose
- The ability to work in areas of low overhead clearance without raising the boom and still reach needed depths with enhanced speed and efficiency
- Transport with catch basin tube attached to start work immediately, or without it for unmatched visibility
- No additional operator maintenance over a traditional 10' telescoping boom



Left unit features the RDB boom and the right unit features the telescopic boom with added tubes.

Retro Kit Available:

- Telescopic Boom P/N 510816B-30
- 5x5 Boom P/N 510816A-30

See this revolutionary boom in action at:
2100i.vactor.com/RDB1015

Your local vactor dealer is:

1621 South Illinois Street • Streator, IL 61364 • (815) 672-3171

*Patent Pending © 2018 Vactor Manufacturing. Effective 3/18 P/N: 00230-A

**THIS CHANGES
EVERYTHING.**



AGAIN.

VACTOR[®]
2100i

THE NEW VACTOR® 2100i. SIMPLY BETTER.



intuitive. intelligent. innovative. individualized. incomparable.

These words describe the new Vactor 2100i. Add it all together and you have a machine that combines proven performance with a new level of simplicity and ease. With an emphasis on ergonomics, Vactor has engineered an array of innovations that together speeds work, reduces fatigue on your operators, and lets them focus on the work in front of them, not the machine behind them. Among the host of innovations you'll find on the 2100i are:

- New IntuiTouch™ single in-cab control screen for PTO/Transfer Case Activation that is as simple as pushing a button
- New IntuiTouch operator control station that features a singular, adjustable control panel for operator ease and comfort during all sewer cleaning functions
- New 7" easy-to-read screen at the operator's station to monitor critical data from the sewer cleaning system and chassis
- New optional wireless controls, including updated belly pack and handheld remotes featuring a view screen for monitoring key operational functions when working away from the truck
- New optional RDB 1015™ Rapid Deployment Boom telescopes out 10 feet and extends the debris hose down 15 feet minimizing the need for additional tubes, speeding and easing set-up and tear-down

The new 2100i is truly the evolution of a revolution that is not just easier to operate...it's easier on the operator

VACTOR 2100i. INTUITIVE IN EVERY WAY.

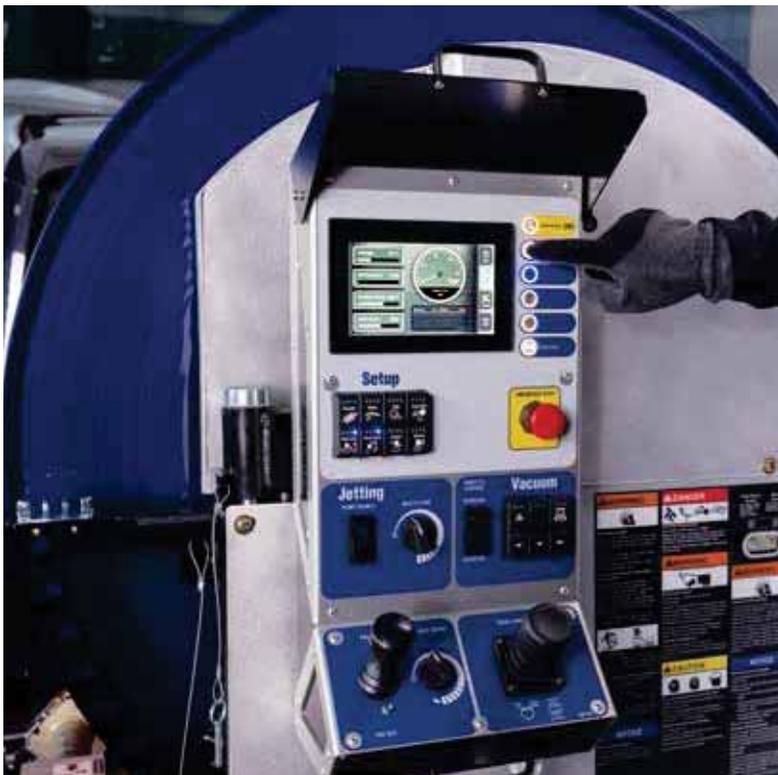
New IntuiTouch™ one-touch in-cab controls redefine simplicity

- 7" touch screen control features backlit tactile buttons
- Includes controls and viewing screen for camera, lighting, recirculation and PTO/Transfer case activation
- One-Touch engagement to activate PTO and transfer case – allowing operators to gain control of all operational systems
- Operator can view the current operating mode, recirculation status, flows, pressures and more



New IntuiTouch control station puts all cleaning system functions into a single, simple control panel

- Articulating controls with up/down adjustment for individualized maximum comfort – articulation allows the control panel to adjust on a 90 degree arc for better access and screen visibility while operating the hose reel and boom
- All controls are consolidated into a single control panel including a 7" dashboard screen with glove-friendly tactile buttons featuring at-a-glance data for water pressure and flow, hose footage, chassis RPM, vacuum information, water level*, debris tank level* and more



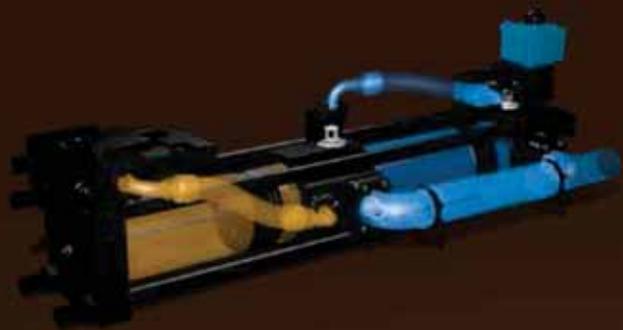
- New, reliable touch buttons with backlit feedback enable the operator to know if a selected function is active
- The new hose reel joystick significantly improves response time and pays in and out in the direction of the hose reel
- The boom joystick has a telescoping feature built in, giving the operator full mobility with multiple direction boom movement for quicker set up
- Operators have full control of the water system via a single Multi-Flow control dial – enabling them to precisely match the flow and pressure to the job requirements
- E-stops located at all operator control points bring the unit to a safe condition to protect both the operator and the equipment

*Optional equipment

UP AND DOWN, FRONT AND BACK THE VACTOR 2100i OFFERS YOU GREATER OPERATING EASE AND EFFICIENCY.

- JetRodder® Water Pump

- Uniquely designed for sewer cleaning, the JetRodder Water Pump provides smooth continuous flows through its entire operating range – ranges available from 0 to 100 GPM and pressures up to 3000 PSI
 - Easily activated, powerful “Jackhammer” action for long runs or difficult blockages
 - The slow movements of its five moving parts make the Vactor JetRodder pump the industry leader in longevity and carefree maintenance
- Vactor’s Multi-Flow system lets operators set the flow at a lower rpm resulting in better fuel economy without sacrificing performance
 - Vactor’s unique air-routing and filtration system get the work done faster, safer, and more productively
 - All water valves are located in the same mid-ship control station, reducing the amount of walking back and forth around the truck by the operator
 - The quieter engine design, high ground clearance, lower water fill point, and twist-and-lock pipe restraints enhance the operator experience
 - The hose reel can telescope out up to 15 inches and rotate up to 270° for optimal positioning
 - Vactor’s water tank system is designed and built with high quality, high-strength light weight aluminum for maximum capacity and maintaining a low center of gravity – the tanks feature superior corrosion resistance and are backed by a 10-year standard warranty
 - Unique Modul-Flex design provides for maximum capacities and optimum weight distribution on every truck
 - Standard 60 inch (1524 mm) high dump enables you to unload debris into roll-offs up to 5-feet (1.524 m) high without requiring a lift or ramp





IntuiTouch articulated controls put controls within comfortable reach, allowing operators to better focus on their work



Vector's centrifugal cyclones* are designed and located to improve air filtration and permit easier cleaning

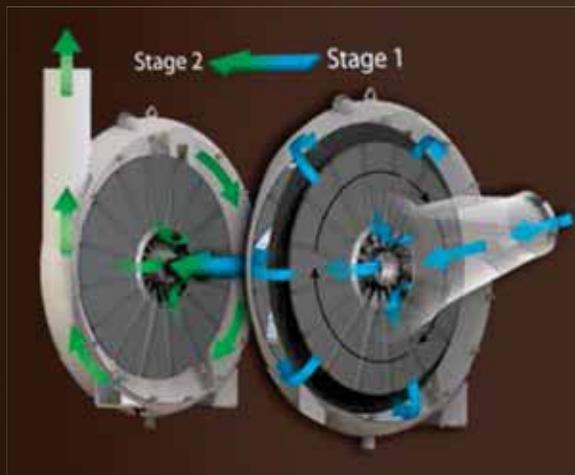


*Optional equipment

THE VACTOR 2100i COMES IN THE CONFIGURATIONS YOU NEED.

Our Positive Displacement (PD) model is ideal for pulling material long distances

With blower offerings providing inlet volumes in excess of 5000 CFM and 18 Hg vacuum, the Vactor 2100i PD is the machine you need to tackle your deepest pulls. In addition, our multi-stage blower filtration system is the most productive of its kind, and unique design features make the 2100i the most operator friendly unit available.



For all around service, choose a single engine, single or dual stage fan model

Vactor's fan system is the right choice for all-around sanitary and storm sewer cleaning. Whether equipped with a single or dual (for greater vacuum) fan system, our lightweight, perfectly balanced aluminum fan provides superior performance to handle your toughest jobs. Our unique system also minimizes energy consumption while maximizing performance.

Our water recycling model saves thousands of gallons of clean water every shift

Simple to operate, our self-cleaning system offers significant advantages:

- Absolute water filtration to 100 micron particle sizes eliminates most abrasive particles to protect the water pump, hoses, nozzles, and sewer lines
- 5-stage filtration system combines settling, centrifugal separation and absolute filtration to 100 microns
- Simultaneous operation recycles water while cleaning lines
- No moving parts in the body or tanks
- Never a need to enter a body or tank to maintain the system components



CUSTOMIZE YOUR 2100i WITH PERFORMANCE DRIVEN OPTIONS.

Our RDB 1015 Rapid Deployment Boom **RDB 1015™**

Our revolutionary new boom telescopes 10 feet out and extends the debris hose down 15 feet speeding work, and, in many cases, eliminating the need for additional tubes, reducing operator fatigue. The RDB 1015 offers you:

- Dramatic reduction in set-up and tear-down time with boom's ability to pay-in and pay-out 15 feet of vacuum hose
- Reach greater depths without raising the position of the boom to enhance speed and efficiency
- The ability to work in areas of low overhead clearance without raising the boom and still reach needed depths



New wireless controls

Vector has enhanced its wireless controls with new belly pack and handheld remotes that feature two-way data transmission, including active pressure and flow information for the water and the ability to monitor hose footage being paid out or retracted. Our wireless controls also allow:

- Extensive operation with greater control away from the fixed operator station
- Multiple control functions including hose reel control, boom control, e-stop and more



Over 100 precision-engineered enhancements are available, including:

- Cold weather recirculation system
- Liquid debris pump-off system
- Debris flush-out system
- Fail-safe hydraulic door locking system
- Water tank capacity up to 1,500 gallons (5,678 L)
- Pump delivery system up to 120 gpm
- Hose reel capacity up to 1,000 ft. (305 m)
- Automatic hose level wind guide
- Safety warning lighting packages
- Hydro-Excavation Kits

Demo the new Vector 2100i today.
Visit Vector.com to find your local dealer.

THE NEW VACTOR 2100i

Performance you expect from a proven leader.



For nearly half a century, Vactor® Manufacturing has been the leader in building combination sewer cleaners that offer innovations and design advantages that drive productivity, enhance operator performance and security, and bring operations large and small greater economy and efficiency. With the new Vactor 2100i, we have once again raised the bar, bringing you a new level of operating ease and greater control.

More than a manufacturer, Vactor offers you customized solutions featuring unmatched quality and backed by powerful support. When the rain is falling and the water is rising, Vactor is the brand you can trust.



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vactor.com

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Phone 815.672.3171 • Fax 815.672.2779

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REQUEST FOR COUNCIL DECISION



SUBJECT: Lacombe Emergency Management Agency – Director Appointment
PREPARED BY: Diane Piché, Director of Corporate Services
PRESENTED BY: Diane Piché, Director of Corporate Services
DATE: July 13, 2020

FILE: 24/112

PURPOSE:

To appoint a new Director of Emergency Management for the Lacombe Emergency Management Agency.

RECOMMENDED MOTION(S):

1. THAT Council appoint Fire Chief Dennis Cole to the role of Director of Emergency Management for the City of Lacombe effective July 14, 2020.
- AND
2. 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.

RELATED PRIOR MOTION(S):

1. N/A.

EXECUTIVE SUMMARY:

The position of Director of Emergency Management (DEM) is to be appointed by Council.

During the Fire Chief's recruitment process, the position of Director of Emergency Management (DEM) and Acting Fire Chief was filled by Deputy Chief Eric Graham. On April 1, 2020, Dennis Cole began his role as the Lacombe Fire Department's Fire Chief. Throughout the COVID-19 pandemic, the DEM role remained with Deputy Chief Graham to ensure response consistency and to allow the new Chief to orientate himself into his new role. As the pandemic response diminishes, it is an appropriate time to transfer the Director of Emergency Management role to Chief Dennis Cole.

Administration is seeking Council approval to appoint Chief Cole as the Director of Emergency Management (DEM) for the City of Lacombe.

ANALYSIS:

The administrative head of Lacombe Emergency Management Agency (LEMA) is the Director of Emergency Management for the City of Lacombe. LEMA prepare plans and procedures and leads the response to large scale incidents, natural disasters, and emergencies. The Agency is

REQUEST FOR COUNCIL DECISION



governed by City of Lacombe Bylaw 369 and the Alberta Emergency Management Act, RSA 2000, c E-6.8.

The current Director of Emergency Management is Deputy Fire Chief Eric Graham, who was appointed to the DEM position during the recruitment process of the new Fire Chief. Dennis Cole was hired to fill the position of Fire Chief for the Lacombe Fire Department.

Administration is seeking Council approval to appoint Fire Chief Dennis Cole as the Agency's new Director of Emergency Management.

Chief Cole has extensive experience in fire department emergencies and has been trained in numerous emergency management courses. He started in fire and emergency services in 1993 in Gander, Newfoundland. He was working for Gander Fire Rescue when 38 planes from all over the world were diverted to the Gander International Airport on September 11, 2001. This situation strengthened his experience and knowledge around crisis management.

Chief Cole has participated in planning and execution of large-scale training exercises for the Town of Gander, Transport Canada, CFB 9-Wing Gander, and Gander International Airport Authority. He has contributed to the creation of the Emergency Preparedness Department at the City of Lloydminster, undergone extensive training in emergency operation centers, disaster social services, disaster planning, media relations, and currently holds certifications in Incident Command Systems.

For clarity, Administration is also seeking Council to rescind Deputy Fire Chief Eric Graham as the current DEM for the Agency, but to re-appoint him as a Deputy DEM. His experience and position will serve the community well in the event support is needed in an emergent incident.

This appointment is necessary to ensure continuity in the operations of the Agency as well as to ensure compliance with the City's Bylaw 369 and the provincial Emergency Management Act.

Chief Cole would also be responsible for representing the City on the administrative committee for the Lacombe Regional Emergency Management Partnership.

STRATEGIC PLAN ALIGNMENT:

Continuity of keeping the Director of Emergency Management role filled speaks favorably with Council's Strategic Goals of 4.1.6 to Build Capacity within the City Structure and 4.5.3 Community Safety to enhance Lacombe's reputation as a safe community.

PUBLIC ENGAGEMENT/COMMUNICATION STRATEGY:

None required.

REQUEST FOR COUNCIL DECISION



ALTERNATIVE MOTION(S):

1. THAT Council appoint Fire Chief Dennis Cole to the role of Director of Emergency Management for the City of Lacombe effective July 14, 2020.
- AND
2. THAT Council rescind the appointment of Deputy Chief Eric Graham as the Director of Emergency Management effective July 13, 2020, and to appoint him as a Deputy Director of Emergency Management.
 3. THAT Council direct Administration as they see fit.

ATTACHMENTS:

N/A

REQUEST FOR COUNCIL DECISION



SUBJECT: Westview Stairway Trail Connector
PREPARED BY: Calvin Bennefield, Manager of Parks and Facilities
PRESENTED BY: Deborah Juch Director of Community Services
DATE: June 22, 2020

FILE: 75/781

PURPOSE:

Administration requests Council's approval to contract Timcon Construction for the detailed design and construction of the stairway trail connector for the "Fairway Heights Willow Ridge Network" trail capital project.

RECOMMENDED MOTION(S):

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.

RELATED PRIOR MOTION(S):

71/963.02 20MO THAT Council cancels the "Michener Rec Area" and the "Wolf Creek Hwy 12 to Fish Pond" trail capital projects and reallocates their budgets to the "Fairway Heights Willow Ridge Network" trail capital project. 20-020

EXECUTIVE SUMMARY:

The City completed a Request for Proposal process for design and construction of the Westview Stairs portion of the Fairway Heights Willow Ridge Network trail project, following Council re-approving the project and adding needed budget at the [January 27, 2020 Regular Council Meeting](#). Proposals from Timcon Construction Ltd. and IMC Construction Ltd. were received, with the Timcon proposal the only one meeting mandatory criteria; it is also priced within the \$200,000 MSI-funded project budget. Timcon's concept drawing is attached as are maps showing the City lands in use for the project. Additional loops of nature trail at the south and north ends of the City lands are also planned but will require some consultation with impacted adjacent property owners. Administration is recommending awarding the design/build contract to Timcon Construction Ltd. For a value of \$93,475.00.

ANALYSIS:

Project Background

- The Fairway Heights Willow Ridge Network trail project, also known as “Westview Stairs,” is a project to complete a north-south trail in City-owned lands west of the Fairway Heights neighbourhood, reapproved with additional budget by Council at the [January 27, 2020 Regular Council Meeting](#).
- The lands are a combination of Green Space, Environmental Reserve, Municipal Reserve, and undeveloped Right-of-Way.
- An informal existing nature trail overlooking Whelp Creek to the west is currently accessible from two locations; in the north at the undeveloped City right-of-way adjacent to the Northwest Recreation Area; and from the east via a grass path between two Fairway Drive homes. (See attached map.) The stairway will provide a third connection to the trail from the playground park on Fairway Heights Drive, linking this trail with a number of other City trails lying eastward.
- There is a substantial elevation drop from the playground park on Fairview Drive, to the trail below—approximately 8m- 12 m. This project will provide a safe access with a free standing stairway—itsself a fitness feature--with a spring-loaded gate closure in the chain link fencing at the west side of the playground.

Figure “8” Trail

- The January 27, 2020 Council re approval of this project included additional nature trail: loops at both the north and south ends creating a figure “8” out in both directions from the stairway. Currently the existing nature trail in the area is too narrow to permit two way traffic, and trail dead-ends as there is in the south are undesirable. Information on this addition and the ecological benefit of a second nature trail vs. a widening of the existing trail has not yet been provided to adjacent property owners. Some backyard encroachments will be affected.

Request for Proposal Process

- In April, Administration issued a Request for Proposals (RFP) which included a mandatory site meeting; representatives from four companies attended.
- By the RFP closing date, Timcon Construction and IMC Construction had submitted proposals with preliminary drawings showing their stairway concepts as requested.

REQUEST FOR COUNCIL DECISION



- On evaluation, only the Timcon Construction Ltd. proposal met all mandatory proposal criteria (see the Timcon Construction Ltd. Concept drawing attached); their price was also within budget.

Company	Timcon Construction Ltd.	IMC Construction Ltd.
Proposal Price	\$93,475.00	N/A

- Additional funds will be required for the engineering review of the detailed design prior to construction; the price for that process is expected to be approximately \$5,000.

Service Level Impacts

- Users and neighbours to this park identify the woodland immersion and wildlife viewing experience available in these lands to be of high value, which is enhanced by the type of trail (a natural trail).
- The trail itself is a three-season nature trail at present (not kept open in winter) and the project does not include upgrading this to a more urbanized trail (levelled, widened, and gravel or woodchip-topped).
- The project will add one trail linkage and a fitness feature commensurate with the existing trail service levels elsewhere in the City; the current nature trail in this area will be more conveniently accessible and useable for the general public.
- Note should be made that nature trails and outdoor fitness equipment are not accessible to persons with mobility challenges, in the same way the City's asphalt trails are.

Financial Implications

- This project is being completed with funding from the Municipal Sustainability Initiative (MSI) program. The MSI funding approval for this and other carry-over trail capital projects is aging and must be utilized asap.
- The budget is currently \$200,000.

STRATEGIC PLAN ALIGNMENT:

- The recommended action aligns favourably with the following Council Strategic Plan goals:
4.3 Environment: **4.3.2 Walkable City**
a) To Make Lacombe a Walkable City.
 - *Strategy: Improve City owned walkways. Outcome: Crosswalks, sidewalks and trails are in good condition.*

REQUEST FOR COUNCIL DECISION



- *Strategy: Promote the current trail system and associated parks. Outcome: Lacombe is known for its many kilometers of trails and urban parks.*

4.3.4 Economic Prosperity

b) To Benefit From City Owned Property.

- *Strategy: Create a plan for underperforming City property. Outcome: The City is a good steward of property and is able to bring...land back into service....*

PUBLIC ENGAGEMENT/COMMUNICATION STRATEGY:

A media release will be prepared, as is routine for a contract award. Public notice of project commencement with contact names and numbers for City staff is also planned. As the project progresses, any work on the nature trail south and north from the stairway (i.e., to loop the trail back to the stairway) will be the subject of public consultation through contact with adjacent property owners, stakeholder volunteer groups, and the Lacombe & District Recreation and Culture Board.

ALTERNATIVE MOTION(S):

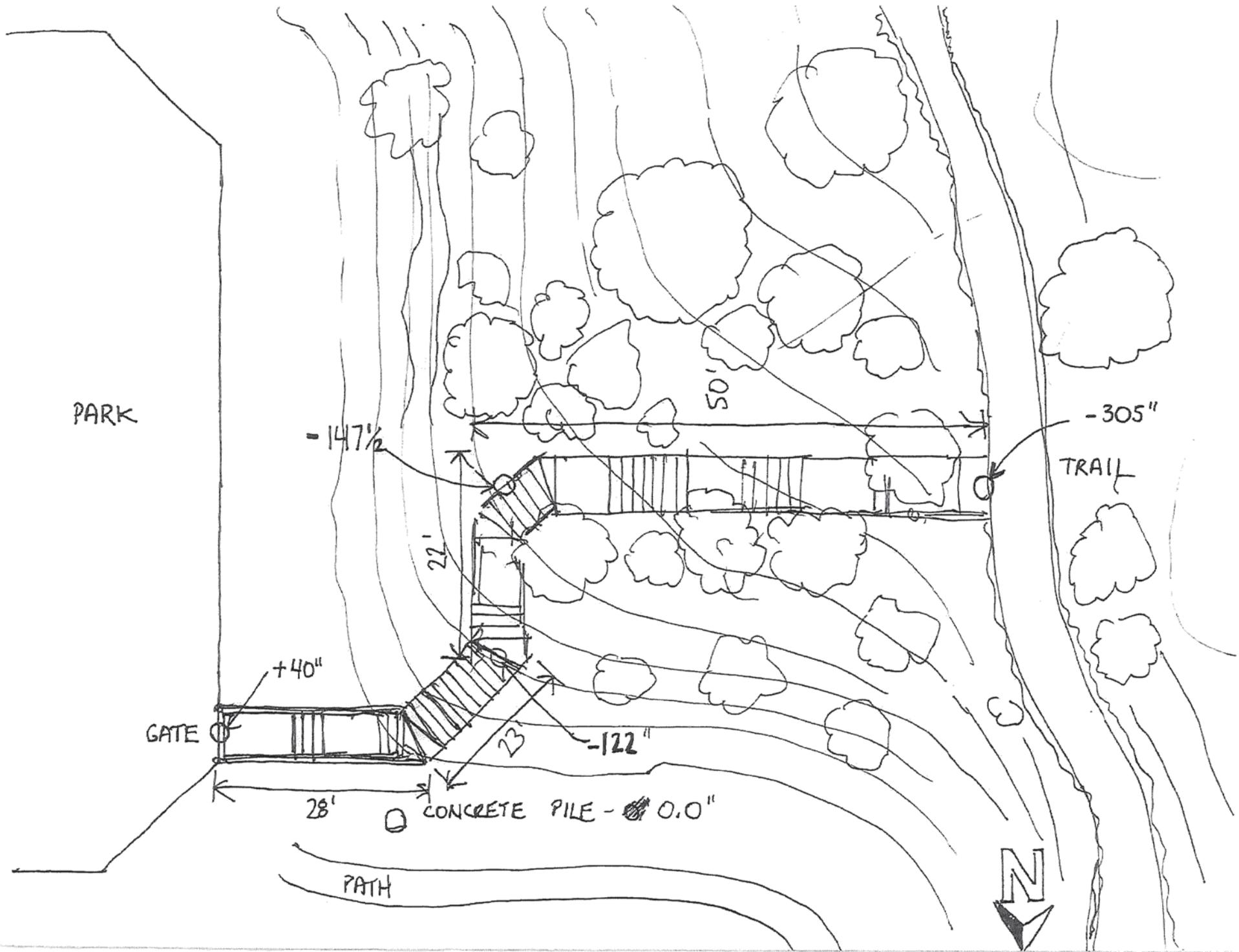
1. THAT Council approves the award of a contract to Timcon Construction for \$93,475 plus GST for the detailed design and construction of a stairway trail connector for the “Fairway Heights Willow Ridge Network” trail capital project; OR
2. THAT Council directs Administration otherwise regarding a contract for the detailed design and construction of a stairway trail connector for the “Fairway Heights Willow Ridge Network” trail capital project; OR
3. THAT Council accepts this request for decision as information.

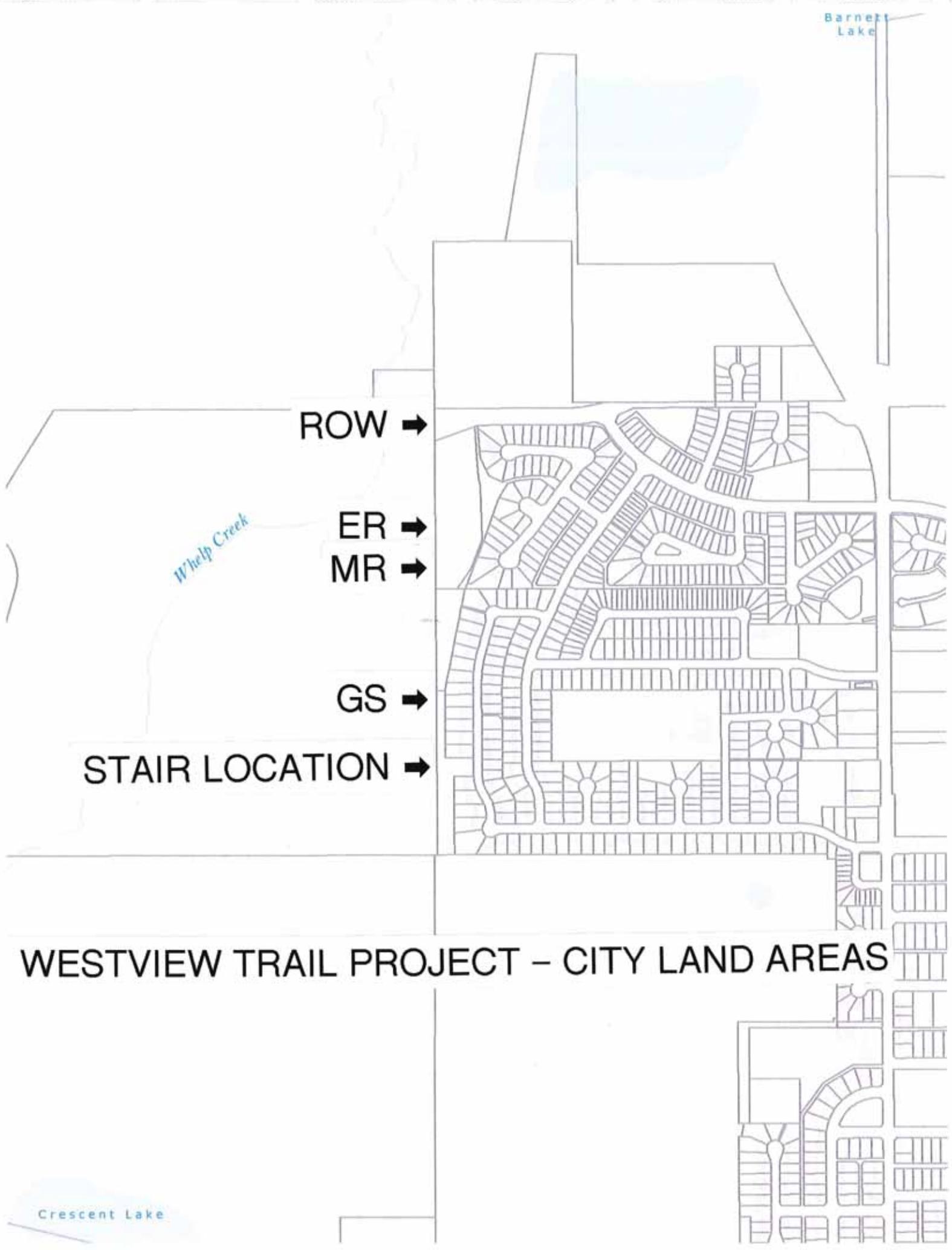
ATTACHMENTS:

Timcon Construction Ltd. Proposal (In-Camera Only)

Timcon Construction Ltd. Concept Drawing

Map 1 and 2 of Area





ROW →

ER →

MR →

GS →

STAIR LOCATION →

WESTVIEW TRAIL PROJECT – CITY LAND AREAS

Crescent Lake

Barnett Lake

Whelp Creek

Whisper Creek



ACCESS POINTS

REQUEST FOR COUNCIL DECISION



SUBJECT: Committee Review Report #2
PREPARED BY: Deborah Juch, Director of Community Services
PRESENTED BY: Deborah Juch, Director of Community Services
DATE: July 13, 2020

FILE: 11/117

PURPOSE:

This Request for Decision (RFD) and the attached Committee Review Report #2 is the second in a series of comprehensive reviews of groupings of council committees, boards, and commissions, and of City participation in external agencies. The current report reviews Parkland Regional Library, the Municipal Library Board, and the Lacombe Airport Committee and provides options to amend the City's representation in all three.

RECOMMENDED MOTION(S):

1. THAT in the case of the Parkland Regional Library, Council directs Administration to appoint and replace Council's representative with the Chief Administrative Officer or his designate effective October 2020; AND
2. THAT in the case of the Municipal Library Board, Council directs accepts this report as information; AND
3. THAT in the case of the Lacombe Airport Committee, Council accepts this report as information.

RELATED PRIOR MOTION(S):

EXECUTIVE SUMMARY:

Council is presented with *Council Committees Review Report #2* discussing the Parkland Regional Library Board, an external agency; the Municipal Library Board, an internal / external hybrid agency; and the Lacombe Airport Committee, also an internal / external hybrid. Options to amend the City's representation with these agencies, and Administration's recommendation regarding the options, are:

1. For **Parkland Regional Library**, that the City either:
 - appoint a non-Councillor such as a qualified member of the public or the Chief Administrative Officer or his designate effective October 2020, OR
 - increase administrative support to the Council representative to the Board, or that Council

REQUEST FOR COUNCIL DECISION



One other option, that Council direct Administration to withdraw the City from membership with Parkland Regional Library, is not recommended, due to the profound service level reduction the City would experience at the municipal library.

2. For the **Municipal Library Board**, that Council:
 - cease appointing a Councillor voting member to the Board and appoint the Chief Administrative Officer or his designate instead, effective October 2020. This option is not recommended.
3. For the **Airport Committee**:
 - to cease appointing a Council member to the Committee (not recommended).

Stakeholder feedback obtained through one-on-one interviews and a 12-question online survey found generally that the agencies reviewed felt very certain about their role in service provision to Lacombians and felt their services were very effective. Details on the feedback from individual agencies is included in the Review Report. Recommended options for amendments to the City-agency relationship in the case of the two library boards are to substitute a qualified member of the public or the Chief Administrative Officer or designate (City staff) for the Councillor appointment if desired; in the case of the Lacombe Airport, no recommended amendments are proposed.

ANALYSIS:

Report Overview

The current functioning of Parkland Regional Library, the Municipal Library Board, and the Lacombe Airport Committee, as agencies helping the City of Lacombe to deliver services, are outlined in the “Background” sections in the attached Review Report #2, together with a brief overview of each agency’s history and how the City came to create or partner with each.

The sections, “Agency-City Relationship” explores the founding documents, funding relationship including in-kind contributions, and the reporting and accountability avenues that enable City Council to exert control of or have input on the agencies and the services they provide or help provide to ratepayers.

As in Review Report #1, sections called “IAP2 Public Participation Spectrum” review the degree of community engagement achieved by each agency reviewed. Public participation is one of the key benefits a municipality can gain by establishing a committee, board, or commission working group, or by partnering with an external group. Participation of the public through the group can range from “less to more” in terms of representation numbers, but also less to more decision-making power as delegated by Council to the group. A municipal best practice is to ensure the public participation or engagement level around a service is appropriate given the impact or importance of the service on citizens. See <https://iap2canada.ca/> for more info.

REQUEST FOR COUNCIL DECISION



Stakeholder Input Methods – Review Report #2

A. Anonymous survey: Administration invited current and past members of the agencies under review to complete an anonymous online survey to garner input on the member experience of their work, the adequacy of City direction and resourcing, the perceived effectiveness of the board or committee in the community and with Council, and the member's service years and promoter status. Questions posed in the survey for this review were:

1. How certain do you feel about your role and the Board or Committee's role in City services to the community?
2. How much of an impact do you feel your Board or Committee's work has had in the community?
3. Do the members work well together?
4. How would you describe the time commitment required for meetings, correspondence, etc.?
5. Do you agree the Committee or Board is adequately supported by the City?
6. Do you agree that Committee or Board has appropriate resources from the City such as manager liaison, administrative support, or other in-kind support when needed?
7. Is the Committee or Board's relationship with City Council effective?
8. About how many years (include partial years) have you been a member?
9. During your time on this Committee or Board (or any other City committee), what was its most memorable contribution?
10. If you could change anything about this Committee or Board or another you were on, what would you change?
11. How likely is it that you would recommend serving on a City of Lacombe Internal Committee to a friend or colleague?

B. Interviews

To gain input on the City's involvement with Parkland Regional Library, Administration interviewed Mary C. Moore Library Head Librarian Christina Petrisor as well as Ron Sheppard, Executive Director of PRL for their perspectives on the regional library system history, current functioning, effectiveness, and benefits to the City.

Service Level Impacts

Only in the case of the potential amendments to the City's relationship with PRL did Administration find risk of significant negative service level impacts. Withdrawal from

REQUEST FOR COUNCIL DECISION



membership in the regional system, while an option for the City through termination provisions in the agreement, is strongly discouraged due to a significant reduction in the range and quality of key services to Lacombians that would result at the Mary C. Moore Library.

Financial Implications

N/A

Impacts on Agreements

In the case of the potential amendments to the City's relationship with the Airport Committee, Administration noted potential impacts to an existing agreement. Any desired change to the Airport Committee terms of reference (for example, to appoint a member of the public or Administration instead of a Council member) would require unanimous consent of all parties to amend a tri-party agreement.

STRATEGIC PLAN ALIGNMENT:

The Council Committee Review Project supports the following Council Strategic goals:

- 4.1 Sustainability – Governance
 - 4.1.1 Open and Accessible Government:
 - Conduct a review of Council Committees
 - City board and committee members understand their roles, fulfill their mandates, and provide value to the City and residents.
 - Standardized reporting and support structures for City Boards.

PUBLIC ENGAGEMENT/COMMUNICATION STRATEGY:

Administration anticipates engaging in no additional public engagement or issuing further communications on any resolution that may be made as a result of the attached report, other than to notify any impacted agencies of Council's directed membership changes (if appropriate).

ALTERNATIVE MOTION(S):

1. THAT in the case of the Parkland Regional Library, Council directs Administration to _____;
2. THAT in the case of the Municipal Library Board, Council directs Administration to _____;
3. THAT in the case of the Lacombe Airport Committee, Council directs Administration to _____;

REQUEST FOR COUNCIL DECISION



OR

4. THAT Council resolves to _____ and accepts the remaining recommendations for amending the City's relationship with the agencies reviewed in the Council Committee Review Report #2 as information;

OR

5. THAT Council accepts the Council Committee Review Report #2 as information.

ATTACHMENTS:

Review Report #2



COUNCIL COMMITTEES REVIEW REPORT #2

Parkland Regional Library

Lacombe Municipal Library Board

Lacombe Airport Committee



www.lacombe.ca

July 8, 2020

Deborah Juch
Director of Community Services

Agency #1:

Parkland Regional Library (PRL)

Type	External
Operational & Reference Docs	Alberta Libraries Act Libraries Regulation (Alberta Regulation 141/1998) PRL Agreement (Sept 1997) PRL Governance Polices and Bylaws (November 2008)
2020 City Operating Grant	\$119,572 (per formula - Member Fee for 2019 = \$8.25 per capita).
In-kind City Contributions	None.
Reserve Balance	Operating & Capital (2018: \$955,129); (2019: \$ 1,049,750)
Minutes Submission Required?	No, but available (filed with Minister of Municipal Affairs).
Appointment Term	Up to three years, with maximum three consecutive terms
Alternate Council Appointee	Council discretion (per Act Section 32(4), (5), (6)-Regulation)
Meeting Frequency	Board: minimum four annually – legislated Executive Committee: seven to nine annually
Meeting Length	Varies , generally 2-3 hours
City Administrative Support	None
City Managerial Liaison	Director of Community Services
Mandate Connection With Other Agencies	Mary C. Moore Library
Representative Remuneration (\$)	N/A
Cost to Representative (\$)	N/A
City Representative	Councillor Ross
-as voting or non-voting	Voting
Current Board Membership	One representative from each member municipality (some municipalities group and send one representative, i.e. summer villages) Camrose, Bashaw, Bentley, Blackfalds, Bowden, Carstairs, Castor, Coronation, Daysland, Didsbury, Eckville, Hardisty, Innisfail, Killam, Lacombe, Olds, Penhold, Ponoka, Provost, Rimbey, Rocky Mountain House, Sedgewick, Stettler, Sundre, Sylvan Lake, Alix, Alliance, Amisk, Bawlf, Big Valley, Bittern Lake, Caroline, Clive, Cremona, Czar, Delburne, Donalda, Edberg, Elnora, Forestburg, Hay Lakes, Heisler, Hughenden, Lougheed, Rosalind, Camrose County, Clearwater County, Flagstaff County, Mountain View County, County of Paintearth No 18, Stettler County, Ponoka County, Red Deer County, Lacombe County, MD of Provost No 52, SV Birchcliff, SV Gull Lake, SV Half Moon Bay, SV Jarvis Bay, SV Norglenwold, SV Parkland Beach, SV Rochon Sands, SV Sunbreaker Cove, SV White Sands.
Services	Library and library support services to the region’s libraries and patrons.
IAP2 Spectrum:	Level 3 of 5: inform, consult and (to a degree) involve. The City representative provides public participation from the community to the Board.

Background

Parkland Regional Library (PRL) is a library network system defined and established by the provincial [Libraries Act](#) ('the Act'). It is not a government agency but rather holds independent corporate status as a non-profit as conferred by the Act. The geography of regional library systems is established by the province and in the case of Parkland, covers a fairly narrow (north-south) strip spanning nearly the width of the province, across the center. Parkland Regional Library serves 64 member municipalities within that area, who themselves establish, fund and operate approximately 50 "library service points," or municipal and other types of library locations, comprising the PRL system.

Parkland supplies library services and library supports to these service points but also directly to the public. It is a central hub supplying Lacombe's Mary C. Moore Library with (to name a few):

- Access to the PRL catalogue and through PRL to all other catalogues across the province, including universities; also the ordering, shipping and receiving of items for all service points.
- Access to the provincial Supernet and the full range of IT services such as website creation and maintenance, servers, email, IT service personnel, and hardware and software incl. licensing.
- Resource sharing, cataloguing services, prepared programs, staff development, and professional librarian services where not affordable to the municipality.
- Access to an allotment of provincial and other funding.

PRL estimated that in 2019 for example, the value of the shared resources, other funding, and access to its library system provided to the Mary C. Moore Library was worth nearly \$600,000, or approximately \$5.50 for every \$1 in funding the City of Lacombe paid to PRL in membership fees. Of note is that the computer "lab" provided free at Mary C. Moore Library, one of the key services our library supplies to the community, is wholly provided by PRL—the hardware, software and licensing, and Supernet access.

As noted in the Agency Summary above, PRL's member fee is determined by the Board (from a recommendation from its Executive Committee) and is always expressed as a per-capita amount. This is a responsive funding model enabling PRL to access operating and capital cost increases based on inflation and other needs, while also allowing for fluctuations in demand driven by population change, so that centers with net out-migration are not held to static funding amounts, and centers with increasing library service demands from growth, also fund that demand out of the resulting tax revenue increase.

As mentioned, the PRL Board relies on its Executive Committee for recommendations on its key decisions; they develop the annual budget underlying member fees. The Executive Committee is 10 membership reps appointed by the Board, who meet more often during the year than the Board. With a 64+ member Board, a feasible working group is essential to complete the "nuts and bolts" work needed by the agency.

Analysis

Agency-City Relationship:

- The PRL Board is an external corporation with bylaws, policies, terms of reference, etc. not amendable by City Council.
- The City's membership (and monetary support) is elective; the 2020 membership fee to the City was \$8.25 per capita, or \$119,572.
- The City makes no additional in-kind contributions.
- The City's administrative liaison is the Director of Community Services, as PRL's general City contact and disburser of the annual funding.
- The Board reports on its mandate and deliverables to Council by
 - presenting a recap of activities to Council together with its membership fee for the coming year, during City budget deliberations, and
 - supplying a report in the City's annual Year in Review
- Board minutes are filed with the province but are available to the City if requested.
- The City's representation is one voting member from Council, three-year term, no designated alternate.

Agency Input:

Administration did not survey the agency's current or past members, relying instead on discussion with the Mary C. Moore Library head librarian and the PRL Director, Ron Sheppard for facts around service provision.

IAP2 Public Participation Spectrum (see Report end note 1):

- PRL is a network system to which the City supplies public input from and on behalf of the citizens of Lacombe.
- On the spectrum, the PRL membership model achieves "inform and consult" through its stakeholder representation and public meeting model.
- The agency also facilitates "involve" at the community level by enabling libraries to explore and respond to the interests of patrons, offering a wide range of service level choices which, if libraries were stand-alone, would not likely be options.
- The Board provides full reporting to and is accessible for any accountability queries from member municipalities; Council currently reviews its achievements prior to approving annual funding and by receiving the Year In Review report.

Potential City-Agency Amendments (no order of priority):

1. Cease appointing a Councillor as the City representative to the Board.

Recommended for consideration.

As a member of PRL, the City is *required* to appoint a voting member to the Board, but the individual does not have to be a Councillor. Alternatives are a qualified member of the public (ideally equipped with an explicit mandate in his or her oath of office) or a member of City

Administration. In the latter case, Administration would recommend appointing “the Chief Administrative Officer or his designate,” allowing the CAO to either attend or to delegate a member of senior staff.

2. Increase administrative support and managerial liaison.

Recommended for consideration, if Council declines option 1, above.

Administrative assistance to the City’s appointed Board member could include previewing the meeting agendas and providing briefing notes or executive summaries that could reduce the workload for the Council representative.

3. Withdraw the City from membership in Parkland Regional Library per agreement clause 13, in accordance with the Libraries Act section 28 (effective at the end of the PRL budget year).

Not recommended.

Withdrawal from the regional library system would result in a profound service level loss provided to and through the Mary C. Moore Library to citizens. Replacing even a small degree of this service level with City funds would likely cost as much as the membership fee. Loss of IT services and hardware in particular, but also provincial and County funding allotments; and access to resources and catalogues would erode the City’s library service level into a rudimentary one, reducing the attractiveness and sustainability of Lacombe as a community in which to live, work and play.

Strategic Plan Alignment:

- Continued City membership in the Parkland Regional Library system and the recommended actions align favourably with the following Council Strategic Goals:

4.4.2 Welcoming and Inclusive Community

Goal: To Be a Welcoming Community to All.

- *Council regularly attends local service group meetings as a community liaison.*

4.1.2 Maintaining Relationships with Citizens and Regional Partners

Goal: To Support Positive Relationships with our Neighbours.

- *Review required services to determine which can best be offered regionally and which should remain City-run.*

4.5.6 Community Access

Goal: Goal: To Support a Highly Connected Community

- *Assess communication infrastructure in Lacombe.*

Agency #2:

Lacombe Municipal Library Board

Type	Internal/external hybrid
Operational & Reference Docs	<p><i>Libraries Act</i> <i>Libraries Regulation</i> Bylaw 391 – Library Board Friends of the Lacombe Public Library Board (Registered Charity) Library Board Policies:</p> <ul style="list-style-type: none"> - Policy Management FND-04 - Conflict of Interest GOV-04 - Code of Conduct GOV-05 - Electronic Portal Governance GOV-10 - Library Board Trustee Orientation Handbook <p>Former Bylaw G-241 (Library Board First Established 1980) 2019 Financial Statements</p>
2020 Operating Budget	\$341,992
In-kind City Contributions	\$265,487 (leased space, utilities, insurance)
Reserve Balance	No reserve. 2019 unrestricted assets of \$74,887 (to absorb future deficits).
Minutes Submission Required	Yes.
Appointment Term	Up to three years, with maximum three consecutive terms
Alternate Council Appointee	Not now, but available at Council discretion, and up to two council members may be board members per the Act.
Meeting Frequency	Fourth Tuesday monthly; no meetings July, August, December.
Meeting Length	+/- two hours
City Administrative Support	None
City Managerial Liaison	Director of Community Services
Mandate Connection with Other Agencies	Parkland Regional Library
Council Remuneration (\$)	None
Costs to Council Members (\$)	None
Council Member	Councillor Gullekson
-as voting/non-voting	Voting
Current Membership	Lynda Nicholls (Chair); Nancy Lightbown, Della Quick, Larry Mousseau, Ingrid Luymes, Tamara Helder, Christina Lister
Services	Community Services - Library
IAP2 Spectrum	Level 5 of 5: Empowered.

Background

Prior to 2003, Council established a municipal library board by [bylaw](#) as provided for by the [Libraries Act](#) of Alberta. In doing so, Council created a corporation (as set out in the Act), a wholly independent agency governed by a Board to “manage and control the library” including providing and planning for library services in the City. Council, however, controls Board appointments and library funding. Municipal representation currently is one voting member, specifically a Councillor. The *Libraries Act* sets out the bulk of the Board’s terms of reference and a municipal library board, notably, is responsible directly to the Minister of Municipal Affairs in some respects (especially, to file its bylaws and policies). Also notably, a municipality may dissolve a library board only by obtaining a court order. However, Council retains the right to approve or disapprove a library’s budget requisition, in whole or in part; and has approval rights also on all Board member selections.

Over the years, the Municipal Library Board’s budget requisition has been supplemented by the City with in-kind contributions including leased space and utilities, insurance, and low-fee financial management for accounts payable and payroll. Another informal contribution is periodic provision of advice regarding human resources, IT, and financial management. Concurrently—and arguably, this is another in-kind contribution--the City funds a membership with Parkland Regional Library, the regional resource-sharing library system from which Mary C. Moore receives support services including additional funding, the full range of IT services including Supernet access, staff development opportunities, resources and catalogue access, and much more.

As a corporation, the Board can and does have employees and fundraises; it also benefits from liaisons with, and contributions from, community groups such as the Friends of the Lacombe Public Library Board charity, as well as volunteer assistance from many Lacombians.

Analysis

Agency-City Relationship:

- Council established the Board by Bylaw as provided for by the *Libraries Act*; with that foundation, the Board is now a hybrid agency: internal, but not amendable by Council in the same way an internal agency ‘normally’ is.
- Council control is exerted only through annual budget approval and appointments to the Board.
- No Council policy or Council-approved terms of reference explicitly govern the Board.
- The City’s monetary support of the Board’s provision of library services in the City is significant, with 2020 total operational funding (including City in-kind but not including the PRL membership fee) at just over \$600,000.
- To date, the City has not assisted the Board with any administrative support for, for example, help with grant or report writing, minute taking, or fundraising activities.
- The Board is accountable to the Ministry of Municipal Affairs as well as to Council; it reports on its deliverables to Council by
 - submitting its approved minutes for Council agendas,
 - presenting to Council at budget time with a review of its past year achievements and next year budgetary needs, and
 - supplying a report in the City’s annual Year in Review.

- The City’s Council representation is one voting member, three-year term, currently no alternate.

Agency Input:

Administration surveyed the Board’s current and members with 12 questions related to their participation (questions listed in RFD). Key results indicated that:

- The Board is “very certain” about its role in City services to Lacombe, which has “a lot of impact” to the community.
- The Board always or usually works well together and feels adequately supported and resourced by the City.
- The majority of Board members had or have between 1 and 3 years’ experience as a volunteer on a City committee or board; but 22% have greater experience (up to or greater than 8 years).
- Most memorable contributions include:
 - “...fundraisers...because these are the moments when we get the most feedback from Lacombeans...”
 - The “Lacombe Express 2019 Gold Level Customer Service Award...”
 - Friends of the Library and MCMPL staff “...winning the inaugural Minister’s Award for Innovation in Public Library Programming...”
 - Our “Plan of Service.”
- Things to improve primarily centered on Board development: orientation for new members, training on board functions vs. staff roles, running effective meetings, etc.

IAP2 Public Participation Spectrum:

- The Municipal Library Board is a fully empowered agency, utilizing City funding to provide library services in Lacombe within a mandate set by provincial legislation not the City of Lacombe.
- The Board is made up of members of the public or members representing ratepayers, who execute their duties in accordance with their independently-formed bylaws, policies, and procedures; reference to Council is limited to budget negotiations and reporting duties.
- The Board itself conducts public participation to the “consult” degree (IAP2 Level 2 of 5) by advertising their meetings, providing meeting minutes to public Council agendas, surveying patrons for their interests and needs, interacting extensively with stakeholder community groups, and summarizing its annual activities in the City’s Year in Review publication.

Options for City-Agency Relationship Amendments:

1. Cease appointing a Councillor voting member to the Board.

Not recommended.

While Council has full control of appointments to the Board, and a Councillor representative is not a legislated requirement (other than 2 members of council maximum on the municipal board), the cost of library services to Lacombe ratepayers is of a level that elected official oversight on the Board would align with municipal best practices. However, like other specialized services to the community (e.g., policing), goals and standards of the service are

professionally guided and Council representation, while assisting, is not legislatively required. Council's legislated requirement is the provision of oversight of the budget and corresponding service level. Council could consider appointment of "the Chief Administrative Officer or his designate" to fulfill Board work oversight duties.

Strategic Plan Alignment:

- Continuation of the Municipal Library Board as is aligns favourably with the following Council Strategic Goals:

4.4.2 Welcoming and Inclusive Community

Goal: To Be a Welcoming Community to All.

- *Community groups feel that Council is a partner.*
- *Council regularly attends local service group meetings as a community liaison.*

4.5.8 Encourage Volunteerism

Goal: To Support Volunteerism in the Community.

- *The City strongly supports, recognizes and celebrates volunteers.*
- *Groups that require volunteers see the City as a partner.*

4.5.6 Community Access

Goal: To Support a Highly Connected Community.

- *Lacombe is well connected via information and communication technology throughout the community.*

- Continuation of the Municipal Library Board does not appear to misalign with any Council Strategic Goals.

Agency #3: Lacombe Airport Committee

Agency Name	Lacombe Airport Committee
Type	Internal/External Hybrid
Operational & Reference Docs	City-Lacombe Flying Club Lease Agreement (Oct 2017 – Sep 31, 2042) which includes: <ul style="list-style-type: none"> Schedule B-Airport Operating Agreement (City + County + Flying Club) and the Lacombe Regional Airport Committee Terms of Reference Former Lacombe Airport Committee Terms of Reference
2020 Operating Budget (City share)	\$23,529
In-Kind City Contributions	Insurance, project management, periodic construction advice
Reserve Balance	N/A
Minutes Submission Required	No
Appointment Term	No defined member term: “Committee remains in place until disbanded.”
Alternate Council Member	Yes
Meeting Frequency	Quarterly (September, December, March, June).
Meeting Length	Two hours
City Administrative Support	One non-voting representative (the managerial liaison for minutes, agendas, technical advice, etc.)
City Managerial Liaison	Director of Community Services
Mandate Overlap with Other Committees	None
Council Remuneration	None
Costs to Council Members	None
Council Member	Councillors Ross (Alt: Hoekstra)
-as voting/non-voting	Voting
Current Membership	<ul style="list-style-type: none"> - One City of Lacombe Councillor and one alternate - One Lacombe County Councillor and one alternate - One Lacombe Flying Club representative and one alternate - One Member-at-Large (City or County citizen)-vacant - One Admin. Representative from both City and County (non-voting) : <i>Jon From, President/Chair; Paula Law, Chris Ross, Cora Hoekstra, Tim Timmons (non-voting), Deborah Juch (non-voting) Member-at-large is vacant.</i>
Services	Airport operations
IAP2 Spectrum	Level 1 or 2 of 5: Inform /consult

Background

The Lacombe Regional Airport, a registered aerodrome, was first developed in the 1960's by the Lacombe Flying Club and others on land purchased by the Club and the Town. To ensure sustainability, the facility was turned over to the municipality who then leased it back to the Club with an operating grant equal to the property taxes collected from leases and improvements thereon. The City and the Club collaborated to co-manage and co-fund projects and operations, obtain grants, and develop further improvements including a terminal building in 2013 which serves as a clubhouse. Today's Airport Lease Agreement enables the Club to lease hangars and hangar locations to interested aviators, seek sponsorships, host events, and provide other services including fuel sales on the property.

In 2017 the County became a party to the airport by signing on to a tri-party Airport Operating Agreement added as "Schedule B" to the Lease Agreement. This document captures the terms of reference for the Committee it establishes; and it is this body that makes recommendations to the two Councils and the Club executive, who are the decision-makers. The County's formalized involvement is limited to participation on the Committee and funding of both operations and capital improvements. However, all parties informally contribute in-kind as able, to projects needing labour, equipment, and materials. The Club is adept at garnering discounts and volunteer contributions from the business community and their membership resulting in cost reductions and new sources of revenue as well. In recognition of Lacombe County participation, the airport was officially renamed "The Lacombe Regional Airport" in 2019.

If either the Airport Lease Agreement or the Airport Operating Agreement is terminated, the other agreement also automatically terminates; amendments to the Airport Operating Agreement, which contains the Committee TOR, requires mutual consent of all parties. As with any agreement, there are expiry and renewal dates in these, as well as termination provisions enabling the Club or Councils to withdraw from airport operations if the need arises.

Analysis

Agency-City Relationship:

- The Airport Committee may be amendable by Council through changes to the Committee terms of reference contained in "Schedule B," also known as the Airport Operating Agreement, incorporated into the Airport Lease Agreement. Short of terminating either agreement, however, the City's ability to make changes is limited by the requirement to attain all-party consent.
- The above makes this agency a hybrid internal/external: internal, but not directly amendable by Council in the same way a wholly internal committee would be.
- Council control is exerted through annual budget approval and its appointment to the Committee.
- The City does not directly provide fund to the Committee or its activities, and the Committee has no budget or spending authority, and few tasks other than to produce recommendations on initiatives, plans, and budgets.

- City in-kind contributions to the airport does include administrative assistance with an appointed non-voting City staff person to take minutes, produce meeting materials, write grant applications, and manage projects
- The Committee produces City records, and forwards (through the non-voting administrative support) documents, proposals and reports to the respective executive or Council. Other reporting to Council occurs by:
 - placing its approved minutes for Council agendas, if they include recommendations Council needs to consider
 - the Club presenting to Council at budget time with a review of its past year achievements and next year budgetary needs, and
 - the Club also supplying a report in the City's annual Year in Review.
- The City's Council representation is one voting member, with alternate, and one non-voting member; term is not defined.

Agency Input:

Administration surveyed the Committee's six current members including the alternate and the non-voting members, with 12 questions related to their participation (questions listed in RFD). Key results were that:

- All members reported feeling very certain about their role on the Committee and that the work was impactful in the community from a moderate to high degree.
- The members unanimously responded that the group worked well together and the time commitment for meetings and reports, correspondence, etc. was about right.
- As an advisory group, the Committee confirming as they did in the survey that the relationship with City council was effective was of particular importance.
- Memorable contributions:
 - "...developing much needed direction for the airport."
 - "Grant applications wins."
 - "Completely changing the way our organization works with the City and the County...for the better!"
- Suggestions in the section on potential changes to the Committee were unanimous: "None."

IAP2 Public Participation Spectrum:

- As is, the Lacombe Airport Committee voting members represent the key stakeholders, which in the case of the City and County reps, are people representing the ratepayers of these local governments.
- At Committee meetings, the stakeholder reps freely propose new initiatives, plans or other courses of action but are not empowered with decision-making; the Committee must propose and recommend to the Club executive and the Councils for decisions.
- Typically, recommendations and proposals are in the areas of airport operating budget, capital projects, grant pursuit, changes to the agreements, and planning including business and 10-year capital.

- The Committee provides no communication or promotion of the activities at the airport, beyond those generated by the separate parities; however, all actions by the Committee are recorded internally as municipal records.
- Public participation is provided by a voting seat reserved for a member-at-large, i.e., a citizen of either the City or County. Though this has been vacant for most of the time the Committee has been in existence, the other members do work to bring the public perspective into discussions.

Potential City-Agency Amendments (no order of priority):

1. Cease appointing a Councillor voting member to the Committee.

Not recommended.

In order to appoint an alternate voting member instead of the Council representative, the terms of reference would have to be amended requiring agreement from the other two parties. The Council representative at Committee meetings is a true liaison, working to ensure recommendations going forward to Council are in the City's interests, that the City's investment in the airport results in an appropriate service level, and that any service level change is fair to the wider community and sustainable. The Council representative also serves to inform and champion airport projects in Council meeting discussions. Appointing an alternate representative as a voting member, such as another member of the public or a senior administrative staff, could potentially unbalance the Committee representation.

Strategic Plan Alignment:

- Continuation of the Airport Committee as is aligns favourably with the following Council Strategic Goals:

4.1.2 Maintaining Relationships with Citizens and Regional Partners

Goal: To Support Positive Relationships with our Neighbours.

- *Review required services to determine which can best be offered regionally and which should remain City-run.*

4.4.2 Welcoming and Inclusive Community

Goal: To Be a Welcoming Community to All.

- *Council regularly attends local service group meetings as a community liaison.*

4.5.8 Encourage Volunteerism

Goal: To Support Volunteerism in the Community.

- *The City recognizes and celebrates volunteers.*

- *Groups that require volunteers see the City as a partner.*

- Continuing with the Lacombe Airport Committee and its activities does not appear to misalign with any Council Strategic goals. This comment does not contemplate the airport itself as a service, nor its service level.

¹ IAP2

In June of 2018, Council approved an updated public participation policy as required under s. 216.1 of the Municipal Government Act. The policy has an associated Public Engagement Framework also adopted by Council that utilizes the Public Input Toolkit developed by the province. This Toolkit is in turn based on an International Association for Public Participation standard, commonly referred to as IAP2.

In IAP2, public engagement is placed on a spectrum of five levels from inform to consult, involve, collaborate and empower—essentially, less to more engagement but also less to greater decision making, and the municipal best practice is to choose the engagement level for public participation commensurate with the impact or importance of an issue to fewer or greater numbers of citizens. As one of the primary purposes of committees is to bring community points of view to bear on issues, viewing the level of a committee’s decision-making authority and its advisory relationship to Council through the IAP2 lens is helpful, especially when working to standardize existing committees or make recommendations for functional improvements.

For more information on IAP2 see <https://iap2canada.ca/>



Province of Alberta

LIBRARIES ACT

Revised Statutes of Alberta 2000 Chapter L-11

Current as of September 1, 2019

Office Consolidation

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Note

All persons making use of this consolidation are reminded that it has no legislative sanction, that amendments have been embodied for convenience of reference only. The official Statutes and Regulations should be consulted for all purposes of interpreting and applying the law.

Regulations

The following is a list of the regulations made under the *Libraries Act* that are filed as Alberta Regulations under the Regulations Act

	Alta. Reg.	<i>Amendments</i>
Libraries Act		
Libraries	141/98	282/99, 251/2001, 193/2003, 172/2007, 68/2008, 180/2013, 134/2018

LIBRARIES ACT

Chapter L-11

Table of Contents

1	Definitions
	Part 1
	Municipal Libraries
2	Application
3	Municipal board
4	Appointment
5	Date of appointment
6	Validity of proceedings
7	Board duties
8	Budget
9	Accounts
10	Library building and equipment
10.1	Dissolution, amalgamation or annexation of municipality
12	Dissolution of board
	Part 1.1
	Intermunicipal Library Boards
12.1	Definition
12.2	Intermunicipal library board
12.3	Members of board
12.4	Validity of proceedings
12.5	Board duties
12.6	Budget
12.7	Accounts
	Part 2
	Library Systems
13	Library system
14	Library system board

- 15 Joining an existing library system
- 16 Appointment
- 17 System board duties
- 18 Budget
- 19 Restriction of authority
- 20 Establishment and capital grants
- 21 Annual grants
- 22 Withdrawal from library system agreements
- 23 Dissolution of a library system board
- 24 Borrowing for library system boards

Part 3 Community Libraries

- 25 Community library
- 26 Community library board
- 27 Community board duties
- 28 Dissolution of board

Part 4 Federations

- 29 Forming a federation board
- 30 Operating a federation board

Part 5 General

- 31 Board member disqualification
- 32 Chair of board
- 33 Meetings
- 34 Record of meetings
- 35 Library agreements
- 36 Safety and use of library facilities
- 37 Bylaw transmission
- 38 Bylaw invalidated
- 39 Authorization to inspect
- 40 Regulations
- 41 Offence
- 42 Disposition of fines

HER MAJESTY, by and with the advice and consent of the
Legislative Assembly of Alberta, enacts as follows:

Definitions

- 1 In this Act,

- (a) “basic information service” means basic information service as defined in the regulations for the purposes of this Act;
- (b) “board” means a municipal board, intermunicipal library board, library system board, community board or federation board;
- (c) “community board” means a community library board established or continued under Part 3;
- (d) “community library” means a library established or continued under Part 3;
- (e) “council” means
 - (i) in the case of a city, town, municipal district, village, summer village or specialized municipality, the council;
 - (ii) in the case of a school authority, the board of trustees of school divisions under the *Education Act*,
 - (iii) in the case of a Metis settlement, the settlement council,
 - (iv) in the case of an improvement district, the Minister responsible for the *Municipal Government Act*, or
 - (v) in the case of a special area, the Minister responsible for the *Special Areas Act*;
- (f) “federation board” means a federation board established under Part 4;
- (f.1) “intermunicipal library board” means an intermunicipal library board established under Part 1.1;
- (g) “library system” means a library system established, or a regional library continued, as a library system under Part 2;
- (h) “library system board” means a library system board under Part 2;
- (i) “Minister” means the Minister determined under section 16 of the *Government Organization Act* as the Minister responsible for this Act;
- (j) “municipal board” means a municipal library board;
- (k) “municipal library” means a library that provides public library services under the control and management of a municipal library board or an intermunicipal library board;

- (l) “municipality” means municipality as defined in the *Municipal Government Act*;
- (m) “public library” means a municipal library, library system or community library;
- (n) “Public Library Rate” means the rate assessed and levied pursuant to section 11;
- (o) “school authority” means a school division.

RSA 2000 cL-11 s1;2006 c5 s2;2012 cE-0.3 s275

Part 1 Municipal Libraries

Application

2 This Part applies to every municipal library board maintained in whole or in part by property taxes and

- (a) established under this Part, or
- (b) continued under this Part.

RSA 2000 cL-11 s2;2006 c5 s3

Municipal board

3(1) The council of a municipality may, by bylaw, establish a municipal library board.

(2) The council shall forward a copy of a bylaw made under subsection (1) to the Minister.

(3) Repealed 2006 c5 s4.

(4) On being established, the municipal library board is a corporation and shall be known as “The (name of municipality) Library Board”.

(5) The boards of management of all public libraries to which Part 3 of the *Libraries Act*, RSA 1980 cL-12, applies are continued as municipal library boards under this Act.

RSA 2000 cL-11 s3;2006 c5 s4

Appointment

4(1) A municipal board shall consist of not fewer than 5 and not more than 10 members appointed by council.

(2) A person who is an employee of the municipal board is not eligible to be a member of that board.

(3) Not more than 2 members of council may be members of the municipal board.

(4) A member of the municipal board is eligible to be reappointed for only 2 additional consecutive terms of office, unless at least 2/3 of the whole council passes a resolution stating that the member may be reappointed as a member for more than 3 consecutive terms.

(5) Subject to subsection (6), appointments to the municipal board shall be for a term of up to 3 years.

(6) When appointments are made in respect of a first municipal board, council shall, as nearly as may be possible, appoint 1/3 of the members for a term of one year, 1/3 of the members for a term of 2 years and the remaining members for a term of 3 years.

(7) Notwithstanding this section, the term of office of a member continues until a member is appointed in that member's place.

1983 cL-12.1 s10;1998 c19 s5

Date of appointment

5(1) The appointments of the members of the municipal board shall be made on the date fixed by council.

(2) Any vacancy arising from any cause must be filled by council as soon as reasonably possible for council to do so.

1983 cL-12.1 s11

Validity of proceedings

6 No resolution, bylaw, proceeding or action of any kind of the municipal board may be held invalid or set aside for the reason that any person whose election to council has been judged invalid acted as a member of the board.

1983 cL-12.1 s12

Board duties

7 The municipal board, subject to any enactment that limits its authority, has full management and control of the municipal library and shall, in accordance with the regulations, organize, promote and maintain comprehensive and efficient library services in the municipality and may co-operate with other boards and libraries in the provision of those services.

1983 cL-12.1 s13

Budget

8(1) The municipal board shall before December 1 in each year prepare a budget and an estimate of the money required during the ensuing fiscal year to operate and manage the municipal library.

(2) The budget and the estimate of money shall be forthwith submitted to the council of the municipality.

(3) Council may approve the estimate under subsection (1) in whole or in part.

RSA 2000 cL-11 s8;2006 c5 s5

Accounts

9 The municipal board shall

- (a) keep accounts of its receipts, payments, credits and liabilities,
- (b) have a person who is not a member of the municipal board and whose qualifications are satisfactory to council review the accounts each calendar year and prepare a financial report in a form satisfactory to council, and
- (c) submit the financial report to council immediately after its completion.

RSA 2000 cL-11 s9;2006 c5 s6

Library building and equipment

10(1) When money is required for the purpose of acquiring real property for the purposes of a building to be used as a municipal library or for erecting, repairing, furnishing and equipping a building to be used as a municipal library, the council may, at the request of the municipal board, take all necessary steps to furnish the money requested or the portion of it that the council considers expedient.

(2) Money approved by the council under subsection (1) may be borrowed by the council under the authority of a bylaw and on the security of debentures, which shall be termed "Public Library Debentures".

(3) The provisions of the *Municipal Government Act* or the *Education Act*, as the case may be, governing

- (a) the passing of bylaws for borrowing money,
- (b) the issue and form of debentures, and
- (c) the assessment, levy and collection of money necessary to meet the indebtedness incurred by the issue of debentures,

apply to the borrowing of money under subsection (2).

RSA 2000 cL-11 s10;2012 cE-0.3 s275

Dissolution, amalgamation or annexation of municipality

10.1(1) If the Lieutenant Governor in Council makes an order under the *Municipal Government Act* dissolving a municipality, that order is deemed to dissolve any municipal library board established by that municipality and to pass to the municipality, immediately prior to the dissolution of the municipality, all the rights, assets and liabilities of the municipal library board.

(2) When an amalgamation of municipal authorities has been initiated under Part 4 of the *Municipal Government Act* and no agreement can be reached among those municipal authorities regarding the rights, assets and liabilities of a municipal library board, the Lieutenant Governor in Council may, by order, dissolve the municipal library board and may make any order the Lieutenant Governor in Council considers appropriate in respect of the disposition of the rights, assets and liabilities of the municipal library board.

(3) When an annexation of land from one municipal authority to another municipal authority has been initiated under Part 4 of the *Municipal Government Act* and no agreement can be reached between the municipal authorities regarding the rights, assets and liabilities of a municipal library board established by the municipal authority from which the land is to be annexed, the Lieutenant Governor in Council may, by order, dissolve the municipal library board and may make any order the Lieutenant Governor in Council considers appropriate in respect of the disposition of the rights, assets and liabilities of the municipal library board.

2006 c5 s7

11 Repealed 2006 c5 s8.

Dissolution of board

12(1) If a municipal board fails to open a library to the public for a period of 2 years, the council may make an ex parte application to the Court of Queen's Bench for an order declaring the municipal board dissolved.

(2) The order dissolving the municipal board vests in the municipality all the property of the municipal board, and the council through its proper officers may take possession of the vested property and dispose of it in any manner it considers advisable.

1983 cL-12.1 s18

Part 1.1 Intermunicipal Library Boards

Definition

12.1 In this Part, “intermunicipal agreement” means an agreement under section 12.2.

2006 c5 s9

Intermunicipal library board

12.2(1) The council of a municipality may, by bylaw, authorize the municipality to enter into an agreement that meets the requirements of the regulations with one or two other municipalities respecting the establishment of an intermunicipal library board to provide library services to the residents of the municipalities.

(2) The council of each municipality that is a party to the agreement shall forward a copy of the bylaw and the agreement under subsection (1) to the Minister.

(3) On receipt of the bylaws and the agreement under subsection (2) the Minister may, by order, establish an intermunicipal library board.

(4) An intermunicipal library board established under subsection (3) is a corporation with the name set out in the Ministerial order.

2006 c5 s9

Members of board

12.3(1) An intermunicipal library board consists of the members appointed to the board in accordance with the intermunicipal agreement.

(2) A person who is an employee of an intermunicipal library board is not eligible to be a member of that board.

2006 c5 s9

Validity of proceedings

12.4 Where a person has acted as a member of an intermunicipal library board, no resolution, bylaw, proceeding or action of any kind of the intermunicipal library board may be held invalid or set aside for the reason that that person’s election to the council of a municipality is invalid.

2006 c5 s9

Board duties

12.5 An intermunicipal library board, subject to any enactment that limits its authority, has full management and control of the

municipal library established by the board and shall, in accordance with the regulations, organize, promote and maintain comprehensive and efficient library services in the municipalities that are the parties to the intermunicipal agreement respecting that board and may co-operate with other boards and libraries in the provision of those services.

2006 c5 s9

Budget

12.6 Each year an intermunicipal library board shall, before the date specified in the intermunicipal agreement respecting that board, submit to each municipality that is a party to the agreement a budget and an estimate of the money required during the ensuing fiscal year to operate and manage the intermunicipal library board, including the amounts to be paid by each municipality in accordance with the agreement.

2006 c5 s9

Accounts

12.7 An intermunicipal library board shall

- (a) keep accounts of its receipts, payments, credits and liabilities,
- (b) have a person who is not a member of the intermunicipal library board and whose qualifications are approved in accordance with the intermunicipal agreement respecting that board review the accounts each calendar year and prepare a financial report in the form required by the intermunicipal agreement, and
- (c) submit the financial report to the council of each municipality that is a party to the intermunicipal agreement immediately after its completion.

2006 c5 s9

Part 2 Library Systems

Library system

13 Subject to this Act and the regulations, a municipality, improvement district, special area, Metis settlement or school authority,

- (a) on entering into and becoming a party to an agreement that contains provisions on terms required by regulations, with one or more municipalities, improvement districts, special areas, Metis settlements or school authorities, and

(b) on complying with the regulations,

may request the Minister to establish a library system.

1983 cL-12.1 s19;1998 c19 s7

Library system board

14(1) On receipt of a request referred to in section 13, the Minister may

(a) establish a library system board, and

(b) prescribe the boundaries of the library system,

and when the Minister does so the parties to the agreement described in section 13 become members of the library system.

(2) On being established, the library system board is a corporation and shall be known as “The (name of region) Library Board”.

(3) All boards of management of regional libraries under the *Libraries Act*, RSA 1980 cL-12, are continued as library system boards under this Act.

(4) The agreements referred to in section 13 that have been entered into under the *Libraries Act*, RSA 1980 cL-12, are continued under this Act, as modified by this Act.

1983 cL-12.1 s20

Joining an existing library system

15 A municipality, improvement district, special area, Metis settlement or school authority may, in accordance with the regulations, become a member of a library system by complying with the terms of the agreement referred to in section 13, becoming a party to the agreement and receiving the approval of the Minister.

1983 cL-12.1 s21;1998 c19 s8

Appointment

16 A library system board shall consist of

(a) one member for each municipality, Metis settlement and school authority that is a member of the library system who is appointed by the council of the municipality, Metis settlement or school authority,

(b) one member for each improvement district that is a member of the library system, who is appointed by the Minister responsible for the *Municipal Government Act*,

- (c) one member for each special area that is a member of the library system, who is appointed by the Minister responsible for the *Special Areas Act*, and
- (d) any additional members appointed in accordance with the regulations.

1983 cL-12.1 s22;1998 c19 s9

System board duties

17 The library system board, subject to any enactment that limits its authority and the agreement described in section 13, has full management and control of the library system and shall, in accordance with the regulations and in co-operation with other boards, organize, promote and maintain comprehensive and efficient library services and may

- (a) borrow from time to time for the purpose of defraying its operating expenses an amount not exceeding 50% of the amount expended by it during its immediately preceding fiscal year;
- (b) fix fees for the use of library services by residents of a municipality within the boundaries of the library system that does not receive library services from the library system board.

1983 cL-12.1 s23

Budget

18(1) The library system board shall, on or before a date specified by each municipality, improvement district, special area and school authority that is a party to the agreement described in section 13, submit to each of them a budget and an estimate of the money required during the ensuing fiscal year to operate and manage the library system, including the amounts to be paid by each of them.

(2) Budget approval and compliance with the amounts to be paid by each party to the agreement described in section 13 shall be in accordance with the terms of that agreement.

1983 cL-12.1 s24

Restriction of authority

19 Notwithstanding this Part, if a municipal library has been established in a municipality and is receiving library services from the library system board, the authority of the library system board and the municipal library board or intermunicipal library board is limited by the terms of any agreement described in section 12.2 or 13.

RSA 2000 cL-11 s19;2006 c5 s10

Establishment and capital grants

20 A municipality, improvement district, special area or school authority may grant money for capital works requirements and grant money to establish a library system.

1983 cL-12.1 s26

Annual grants

21(1) If an improvement district or a special area is a party to an agreement described in section 13,

- (a) the Minister responsible for the *Municipal Government Act*, in the case of an improvement district, or
- (b) the Minister responsible for the *Special Areas Act*, in the case of a special area,

may, in addition to all other rates and assessments assessed and levied for the purposes of an improvement district or special area, assess and levy from year to year a special annual rate on the assessed value of all property liable to taxation in the improvement district or special area for the purposes of the library system board and shall, on behalf of the improvement district or special area, make an annual grant, from the money derived from the special annual rate, to the library system board with respect to its budget under section 18.

(2) If a school authority is a party to an agreement described in section 13, the school authority may make an annual grant to the library system board with respect to its budget under section 18.

1983 cL-12.1 s27

Withdrawal from the library system agreements

22 At any time after the expiration of 3 years from the date that the party entered into the agreement, a party to an agreement described in section 13 may, by giving 12 months' notice, withdraw from the agreement.

1983 cL-12.1 s28

Dissolution of a library system board

23(1) If a library system board fails to provide library services in accordance with the regulations for 2 years, the majority of the parties to the agreement described in section 13 may join in making an application to the Court of Queen's Bench for an order declaring the library system board dissolved.

(2) The Court, in the order dissolving the board, shall vest the property of the library system board in the Minister or in the councils of the parties to the agreement described in section 13 severally or in common as it considers just, or make any other

disposition of the property that it considers just in the circumstances and the Minister and the councils may then take possession of the property and dispose of it as considered advisable by them, in accordance with any terms or conditions in the order.

1983 cL-12.1 s29

Borrowing for library system boards

24 A municipality or a school authority that is a party to an agreement described in section 13 may, with the approval of the Minister, borrow money to acquire real property for the purposes of a building to be used as the headquarters of a library system or for erecting, repairing, furnishing and equipping a building to be used as the headquarters of a library system, and section 10(2) and (3) apply to the borrowing of the money.

1983 cL-12.1 s30

Part 3 Community Libraries

Community library

25 In any area, other than a municipality, where library services are not provided by a library system board, any association of persons, whether incorporated or not, may apply to the Minister to be established as a community library board and to be authorized to provide library services to the public in that area.

1983 cL-12.1 s31

Community library board

26(1) The Minister may establish a community library board and prescribe the boundaries of the community library.

(2) On being established, a community library board is a corporation and shall be known as “The (name of the library) Community Library Board”.

(3) All community library boards under the *Libraries Act*, RSA 1980 cL-12, are continued as community library boards under this Act.

(4) The members of the community board shall be appointed in the manner and on the conditions prescribed by the Minister.

1983 cL-12.1 s32;1998 c19 s10

Community board duties

27 The community board, subject to any enactment that limits its authority, has full management and control of the community library and may

- (a) provide library services within the boundaries of the community library in accordance with the regulations, and
- (b) raise funds for the support of the community library, including the fixing of an annual membership fee.

1983 cL-12.1 s33

Dissolution of board

28 On the formation of a library system board, a municipal library board or an intermunicipal library board in an area where a community board is authorized to provide library services, the Minister may order that a community board be dissolved and dispose of its property in consultation with the persons who were the members of the dissolved community board.

RSA 2000 cL-11 s28;2006 c5 s11

Part 4 Federations

Forming a federation board

29(1) Two or more municipal boards, on entering into an agreement that meets the requirements of this Act and the regulations, may request the Minister to establish a federation board.

- (2) An agreement described in subsection (1) must include
 - (a) either The City of Calgary Library Board or The City of Edmonton Library Board as a party to the agreement;
 - (b) provisions on establishing a plan for the co-operative provision of library services among the parties to the agreement;
 - (c) provisions respecting the amount or portion of federation board expenses that each party to the agreement is responsible for.
- (3) On receipt of a request under subsection (1), the Minister may
 - (a) establish a federation board, and
 - (b) name the federation board.
- (4) On being established, a federation board is a corporation that consists of one person selected by each of the parties to the agreement described in subsection (1).
- (5) A municipal board may join an existing federation board if

- (a) that municipal board applies for membership in the federation board,
 - (b) that municipal board meets the requirements of this Act and the regulations,
 - (c) that municipal board enters into an agreement with the federation board for membership and becomes a party to the agreement described in subsection (1),
 - (d) the members of the federation board make any necessary amendments to the agreement described in subsection (1), and
 - (e) the Minister approves the agreement referred to in clause (c), the amendments referred to in clause (d) and the municipal board's becoming a party to the agreement described in subsection (1).
- (6) The Minister may order that a federation board be dissolved and dispose of its property in consultation with the members of the federation board when it is dissolved.

1998 c19 s12

Operating a federation board**30(1)** A federation board must

- (a) facilitate the enhancement of library services offered by its members to the public, and
 - (b) encourage its members to co-operate with each other in the provision of library services to the public.
- (2) A federation board may not borrow money for payment of its operating expenses in an amount that exceeds 50% of the money it spent on its operating expenses in the immediately preceding fiscal year.
- (3) Each municipal board that is a party to an agreement referred to in section 29(1) must appoint one of its members to represent it at meetings of the federation board.
- (4) A representative under subsection (3) may serve a term of up to 3 years.
- (5) A federation board must prepare a budget prior to December 1 of each year for the next fiscal year.

(6) The fiscal year of a federation board is the same as the fiscal year of a municipality under the *Municipal Government Act*.

1998 c19 s12

Part 5 General

Board member disqualification

31(1) A person is disqualified from remaining a member of a board if the person fails to attend, without being authorized by a resolution of the board to do so, 3 consecutive regular meetings of the board.

(2) If a member of a board is disqualified from remaining a member under subsection (1), the person is deemed to have resigned the person's seat on the board.

1983 cL-12.1 s35

Chair of board

32 A board shall elect a chair and any other officers it considers necessary from among its members.

1983 cL-12.1 s36

Meetings

33(1) A board shall meet at least once every 4 months and at any other times it considers necessary.

(2) If the regulations require a library system board to have an executive, that executive must meet at least once every 3 months and at any other times it considers necessary.

1983 cL-12.1 s37;1998 c19 s13

Record of meetings

34(1) All minutes, resolutions and bylaws of a board shall be entered in books to be kept by it for that purpose and the books shall be signed by the chair or acting chair.

(2) The minutes, resolutions and bylaws entered in books and purporting to be signed under subsection (1) are deemed to be original minutes, resolutions and bylaws, and the books shall be admitted in evidence as proof in all judicial and other proceedings without proof of the signature or official character of the person purporting to have signed them.

1983 cL-12.1 s38

Library agreements

35 With the consent in writing of the Minister, a board in a municipal district may enter into agreements with any other municipal board or intermunicipal library board relating to the

provision of library services to the residents of that municipal district.

RSA 2000 cL-11 s35;2006 c5 s12

Safety and use of library facilities

36(1) A board may pass bylaws for the safety and use of the library, including

- (a) the terms and conditions under which
 - (i) the public may be admitted to the building,
 - (ii) public library property may be used or borrowed by members of the public, and
 - (iii) borrowing privileges may be suspended or forfeited;
- (b) notwithstanding subsection (3), fees to be paid by members of the public for
 - (i) the issuance of library borrowing cards,
 - (ii) the use of those parts of the building not used for the purposes of the public library,
 - (iii) photocopying,
 - (iv) receiving information in a printed, electronic, magnetic or other format, and
 - (v) receiving, on request, a library service not normally provided by a public library;
- (c) penalties to be paid by members of the public for abuse of borrowing privileges.

(2) The *Regulations Act* does not apply to bylaws passed under subsection (1).

(3) A bylaw or part of a bylaw that requires a member of the public to pay a fee or charge for any of the following is invalid:

- (a) admittance to any portion of a building used for public library purposes;
- (b) using library resources on library premises;
- (c) borrowing library resources, in any format, normally lent by the library;
- (d) acquiring library resources through inter-library loan;

(e) consultation with members of the library staff;

(f) receiving basic information service.

1983 cL-12.1 s40;1998 c19 s14

Bylaw transmission

37(1) A municipal library board, on passing a bylaw under section 36, shall forthwith forward a copy of the bylaw to the council of the municipality.

(2) An intermunicipal library board, on passing a bylaw under section 36, shall forthwith forward a copy of the bylaw to the council of each municipality that is a party to the intermunicipal agreement respecting that board.

RSA 2000 cL-11 s37;2006 c5 s13

Bylaw invalidated

38 The council of a municipality may disallow a bylaw passed by a municipal board it has appointed.

1983 cL-12.1 s42

Authorization to inspect

39(1) The Minister or a person authorized in writing by the Minister may, during regular business hours, inspect the books, records and accounts of a board.

(2) A person authorized under subsection (1) shall, while inspecting the books, records or accounts of a board, carry identification in the prescribed form and present it on request.

1983 cL-12.1 s43

Regulations

40 The Minister may make regulations

- (a) respecting the establishment, maintenance, operation and management of public libraries;
- (b) respecting the acquisition, provision, management, maintenance and disposition of library materials and facilities by public libraries;
- (c) respecting the planning for, and provision and management of, library services;
- (d) governing the filing, by boards, of returns and reports, and their contents;
- (e) respecting the inspection of public libraries;

- (f) prescribing the form of identification for persons authorized to inspect public libraries;
- (g) providing for the making of any surveys by boards that the Minister considers necessary or advisable for the purpose of obtaining information to assist in the formulation of policies respecting matters to which this Act relates;
- (g.1) governing the matters required to be dealt with in agreements described in section 12.2;
- (h) prescribing conditions to be complied with by any municipality, Metis settlement or school authority prior to its association with a library system;
- (i) governing the matters required to be dealt with in agreements described in section 13 and the requirements and procedure to establish or expand a library system;
- (j) respecting the disposition and transfer of library assets by municipal boards desirous of disposing of them to library system boards on entering into agreements described in section 13;
- (j.1) respecting the dissolution of intermunicipal library boards;
- (k) subject to section 16, governing appointments to library system boards and the terms of office of their members;
- (l) respecting requirements for establishing a federation board and for membership in a federation board;
- (m) defining basic information service for the purposes of this Act.

RSA 2000 cL-11 s40;2006 c5 s14

Offence

41(1) Any person who wilfully contravenes any bylaw under section 36 is guilty of an offence.

(2) A person who wilfully retains any book, record, film or other library property from any public library established and conducted under the authority of this Act is guilty of an offence.

(3) A person who obstructs the Minister or a person authorized in writing by the Minister to act on the Minister's behalf in the inspection of the records of a public library is guilty of an offence.

1983 cL-12.1 s45

Disposition of fines

42(1) Any fine or penalty imposed pursuant to an offence under section 41(1) inures to the benefit of the board whose bylaw was contravened.

(2) Any fine or penalty imposed pursuant to an offence under section 41(2) inures to the board having the management or control of the property in respect of which the offence was committed.

1983 cL-12.1 s46



Province of Alberta

LIBRARIES ACT

LIBRARIES REGULATION

Alberta Regulation 141/1998

With amendments up to and including Alberta Regulation 134/2018

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Note

All persons making use of this consolidation are reminded that it has no legislative sanction, that amendments have been embodied for convenience of reference only. The official Statutes and Regulations should be consulted for all purposes of interpreting and applying the law.

(Consolidated up to 134/2018)

ALBERTA REGULATION 141/98

Libraries Act

LIBRARIES REGULATION

Table of Contents

1	Definitions
2	Definition for Act
Part 1	
Boards Generally	
3	Reports of by-laws
4	Reports of policies
5	Meetings open to public
6	Public inspection of by-laws
7	Policies
8	Some types of inspections
9	Identification of inspector
Part 2	
Community Boards	
10	Functions
11	Report to Minister
12	Minutes to be filed upon request
Part 3	
Municipal Boards and Intermunicipal Library Boards	
13	Plan of service
14	Employment of professional librarian
15	Report to Minister
16	Requests by Deputy Minister
17	When municipal library may be in a school
17.1	Contents of intermunicipal agreement
17.2	Dissolution of intermunicipal library board
Part 4	
Library System Boards	
18	Plan of service

- 19 Employment of professional librarians
- 20 Reports to Minister
- 21 Requests by Deputy Minister

Part 5 Completion of Library Systems

- 22 Definitions
- 23 Library system membership
- 24 Resolutions before membership
- 25 Contents of agreement
- 26 Notice of withdrawal
- 27 Request to Minister
- 28 Mergers
- 29 Personal property of municipal board
- 30 Real property of library system board
- 31 Advisory committee
- 32 Library system board members
- 33 Appointment of additional members
- 34 Library system boundaries
- 35 Provincial resource sharing network

Part 6 Federation Boards

- 36 Definition
- 37 Eligible municipal boards
- 38 Resolution before membership
- 39 Documents for Minister's approval
- 40 Contents of agreement
- 41 Personal property of municipal board
- 42 Real property
- 43 Federation board members
- 44 Plan of service
- 45 Reports to Minister
- 46 Requests by Deputy Minister

Part 7 Repeal

- 47 Repeal

Schedule

Definitions

1 In this Regulation,

- (a) “Act” means the *Libraries Act*;
- (b) “Deputy Minister” means the Deputy Minister of Municipal Affairs;
- (b.1) “intermunicipal agreement” means an intermunicipal agreement under section 12.2 of the Act;
- (c) “library resources” means any material, regardless of format, that is held in a library’s collection and includes books, periodicals, audio recordings, video recordings, projected media, paintings, drawings, photographs, micromaterials, toys and games, kits, CD-ROMs and electronic databases;
- (d) “library service point” means a facility that provides public library services under the control and management of a board;
- (e) “resource sharing” means making available to other libraries the library resources owned by a board, the information contained in those resources and the staff expertise required to locate and make available the information or the library resources.

AR 141/98 s1;172/2007;68/2008

Definition for Act

2 For the purposes of the Act, “basic information service” means public access to current and accurate information and assistance with making use of information, communication technology and library resources.

Part 1 Boards Generally

Reports of by-laws

3 Every board shall, within one year of being established, file with the Minister a report that contains any by-laws passed by it under section 36 of the Act and shall file further reports on any additional by-laws immediately after their passage.

AR 141/98 s3;251/2001

Reports of policies

4(1) Subject to subsection (2), every board shall file with the Minister a report that contains the policies established by it under section 7.

(2) A report under subsection (1) shall be filed

- (a) by a community board immediately after establishing the policies,
- (b) by a municipal board or intermunicipal library board within 2 years of the board's establishment, and
- (c) by a library system board or a federation board, within 3 years of the board's establishment.

(3) When a board revises any policy established by it under section 7, the board shall immediately file with the Minister a report of the revision.

AR 141/98 s4;172/2007

Meetings open to public

5(1) Every meeting of a board is open to the public.

(2) A person or group may make representations to a board at its meeting if the representations relate to the board and its programs.

Public inspection of by-laws

6(1) Every board that operates a library service point shall make its by-laws available for inspection by any person during the hours that the library service point is open to the public.

(2) A person who inspects a by-law under subsection (1) may copy it according to the conditions and procedures established by the board.

Policies

7(1) Subject to section 36 of the Act, every board shall establish policies with respect to the following:

- (a) confidentiality of user records, except where disclosure is required by law;
- (b) orientation and continuing education of board members and staff, including expenses for attendance at library meetings, conference workshops and courses and for memberships in library associations;

- (c) finance, including designation of expenses for which board members and staff will be reimbursed, the form and manner in which those expenses shall be claimed and the appointment of signing officers for the board.

(2) Every board that operates a library service point shall, in addition to establishing policies under subsection (1), establish policies with respect to the following:

- (a) personnel, including job descriptions and performance appraisals for employees and volunteers, qualifications for staff positions, working hours, conditions of employment and a grievance procedure;
- (b) selection, acquisition, purchase and disposition of library resources, including a policy respecting gifts and donations;
- (c) resource sharing, including participation in a provincial resource sharing network and the conditions that apply to the acquisition of library resources and information from other sources, including inter-library loans and information in electronic databases;
- (d) provision of library resources to persons unable to use conventional print resources, including provision in co-operation with community agencies;
- (e) the terms and conditions under which library resources will be loaned to members of the library for use in a location other than the library;
- (f) hours of service at each library service point;
- (g) the terms and conditions for use of any areas of a building managed by the board that are not normally used for library purposes, including who may use those areas.

(3) A library system board shall also establish a policy with respect to the provision of municipal library services to any member municipality that does not have a municipal board and shall ensure that by-laws under section 3 and policies under subsections (1) and (2) apply to those library services.

AR 141/98 s7;251/2001

Some types of inspections

8 Without limiting the generality of section 39 of the Act, the Minister or a person authorized by the Minister may inspect the books, records and accounts of a board

- (a) to determine the extent to which a board is meeting the requirement to provide comprehensive and efficient service as defined by that board,
- (b) to determine compliance with the *Libraries Act* and the regulations under the Act,
- (c) to determine the adequacy of accounting practices and financial controls,
- (d) to determine the use to which provincial grants are put, and
- (e) to assist a board in periodic reviews of its administrative practices, policies, library collections and any other matters on which a board may request advice.

AR 141/98 s8;251/2001

Identification of inspector

9 Any person authorized by the Minister to inspect pursuant to section 39 of the Act

- (a) shall carry an identification card bearing that person's photograph, name, position and the signature of the Deputy Minister, or
- (b) shall carry an identification card bearing that person's photograph, name and position and shall also carry written authorization from the Minister to do the inspection.

AR 141/98 s9;251/2001

Part 2 Community Boards

Functions

10 In managing and controlling a community library, a community board may

- (a) assemble, make available, promote, preserve and dispose of organized collections of library resources that, in the opinion of the community board, are needed to meet the needs and interests of the community,
- (b) provide staff with the knowledge and ability to help library users find the ideas, information and resources to meet their interests,

- (c) initiate and promote information services, program events, exhibits and other informational activities related to its goals and objectives, and
- (d) provide fixtures, furnishings and accommodation necessary for proper operation and maintenance of the library services and do all things necessary to keep its assets in a proper state of preservation and repair.

Report to Minister

11 A community board shall annually complete and file with the Minister a report in a form and containing the information required by the Minister.

Minutes to be filed upon request

12 The Deputy Minister may, by written request, require a community board to file copies of the minutes of each of its meetings with the Deputy Minister for the purpose of determining if the community board is complying with the Act and this Regulation.

Part 3 Municipal Boards and Intermunicipal Library Boards

Plan of service

13(1) In managing and controlling a municipal library, a municipal board or intermunicipal library board shall

- (a) within 3 years of being established, develop and file with the Minister a plan of service with a mission statement and goals and objectives based on a needs assessment of the municipality or municipalities served by the board, and
- (b) annually review its plan of service.

(2) A municipal board or intermunicipal library board shall file with the Minister a copy of its current plan of service with goals and objectives not less frequently than every 5 years following the date on which the plan was previously filed with the Minister.

AR 141/98 s13;193/2003;172/2007

Employment of professional librarian

14(1) Subject to subsection (3), the following shall, within 2 years of completing a plan of service under section 13(1)(a), employ a

graduate of a postgraduate library program in Canada or a person with equivalent qualifications from another country:

- (a) a municipal board of any municipality with a population of 10 000 or more;
- (b) an intermunicipal library board that serves municipalities with a total population of 10 000 or more.

(2) Repealed AR 193/2003 s3.

(3) This section does not apply to any municipal board or intermunicipal library board that

- (a) does not operate a library service point, and
- (b) has an agreement under section 35 of the Act with another municipal board or intermunicipal library board that employs a person referred to in subsection (1).

AR 141/98 s14;251/2001;193/2003;172/2007

Report to Minister

15 A municipal board or intermunicipal library board shall annually complete and file with the Minister a report in a form and containing the information required by the Minister.

AR 141/98 s15;172/2007

Requests by Deputy Minister

16 The Deputy Minister may, by written request, require a municipal board or intermunicipal library board

- (a) to file copies of the minutes of each of its meetings with the Deputy Minister for the purpose of determining if the board is complying with the Act and this Regulation;
- (b) to make any survey that the Minister considers necessary
 - (i) to obtain information on resource sharing, or
 - (ii) to assist in the development of policies and procedures regarding networking between libraries.

AR 141/98 s16;172/2007

When municipal library may be in a school

17 A municipal board or intermunicipal library board shall not operate a library housed in a school unless

- (a) the board enters into an agreement with the school authority that sets out the responsibilities of the board and

the school authority for the operation of the library, including the responsibilities of the employees and volunteers of both,

- (b) the board has its own bank account and signing officers, none of whom are employees of the school authority, and
- (c) the library is open to the public outside of the hours during which the school is in operation for regular classes, including being open during evenings or weekends or both, and during the summer.

AR 141/98 s17;172/2007

Contents of intermunicipal agreement

17.1 An intermunicipal agreement shall, at a minimum, contain the following:

- (a) a formal indication of each municipality's desire to enter into the intermunicipal agreement;
- (b) a starting date for the intermunicipal agreement;
- (c) provision for a third municipality to become a party to the intermunicipal agreement after the starting date if only 2 municipalities enter into the intermunicipal agreement initially;
- (d) provision for the appointment of not more than 10 and not fewer than 7 members to the intermunicipal library board, with a requirement that only one member of council from each municipality that is a party to the agreement may be appointed as a member to the intermunicipal library board;
- (e) terms respecting the terms of appointment of the members of the intermunicipal library board;
- (f) the annual date by which the intermunicipal library board must submit a budget and an estimate of the money required during the ensuing fiscal year to each municipality that is a party to the intermunicipal agreement;
- (g) terms specifying how the intermunicipal library board must calculate the estimate of the money required during the ensuing fiscal year and each municipality's share of that money, the date on which payment of the money becomes due from each municipality, and how the money is to be paid;

- (h) terms specifying the form of the financial report to be prepared under section 12.7 of the Act and setting out a process for the approval of the qualifications of the person who will review the accounts of the intermunicipal library board and prepare the financial report;
- (i) terms governing the process for amending and terminating the intermunicipal agreement;
- (j) details of the assets and liabilities that each municipality that is a party to the intermunicipal agreement will transfer to the intermunicipal library board on the formation of the board;
- (k) where the intermunicipal agreement is an agreement between 3 municipalities, terms respecting the transfer of assets and liabilities of the intermunicipal library board in the event that one of the 3 municipalities withdraws from the agreement;
- (l) a procedure to be used to resolve or attempt to resolve any conflict between the municipalities that are parties to the intermunicipal agreement;
- (m) terms respecting the notice that a municipality must give to the intermunicipal library board and to the other municipalities that are parties to the intermunicipal agreement before making an application under section 17.2.

AR 172/2007 s10

Dissolution of intermunicipal library board

17.2(1) The council of a municipality that is a party to an intermunicipal agreement may, by bylaw, authorize the municipality to apply to the Minister to dissolve the intermunicipal library board.

(2) An application to the Minister to dissolve an intermunicipal library board must contain a proposed winding-up plan that addresses the transfer of all of the assets and liabilities of the intermunicipal library board.

(3) If complete applications to dissolve an intermunicipal library board are received

- (a) from one or both municipalities that are parties to an intermunicipal agreement that is between 2 municipalities, or

- (b) from 2 or 3 municipalities that are parties to the intermunicipal agreement that is between 3 municipalities,

the Minister may, by order, dissolve the intermunicipal library board and transfer the assets and liabilities of the intermunicipal library board in accordance with the proposed winding-up plan or in any other manner the Minister considers appropriate if the municipalities cannot agree as to how the assets and liabilities should be distributed.

AR 172/2007 s10

Part 4

Library System Boards

Plan of service

18(1) In managing and controlling a library system, a library system board shall, within 4 years of being established, develop and file with the Minister a plan of service with a mission statement and goals and objectives based on an assessment of

- (a) the needs of the municipal boards and intermunicipal library boards within the library system,
- (b) the library needs of those school authorities that are parties to an agreement referred to in section 13 of the Act, and
- (c) the need for public library service generally.

(2) A library system board shall review and file with the Minister a copy of its plan of service with goals and objectives every 3 years following the date on which the plan was previously filed with the Minister.

(3) In developing a plan of service under this section, a library system board shall establish and include procedures to address the following:

- (a) co-operation with municipal boards and intermunicipal library boards to assemble, make available, promote, preserve and dispose of organized collections of library resources to meet the needs and interests of the communities served;
- (b) employment of suitably qualified staff, with the knowledge and ability to help municipal boards and intermunicipal library boards and their employees to provide comprehensive and efficient library service as well as to operate the library system;

- (c) co-operation with municipal boards, intermunicipal library boards and other groups in the communities that it serves in the initiation and provision of information services, program events and other activities related to its goals and objectives;
- (d) provision of fixtures, furnishings and accommodation necessary for proper operation and maintenance of the library services and maintenance of the assets of the library system board in a proper state of preservation and repair;
- (e) the development, implementation and operation of a provincial resource sharing network in partnership with the Minister and other library system boards.

AR 141/98 s18;251/2001;193/2003;172/2007

Employment of professional librarians

19(1) A library system board shall employ, for every 25 000 persons that it serves, a graduate of a postgraduate library program in Canada or a person with equivalent qualifications from another country.

(2) A calculation under subsection (1) of the number of persons that a library system board serves shall exclude the population of any municipality in which a municipal board or intermunicipal library board employs a person under section 14.

AR 141/98 s19;172/2007

Reports to Minister

20(1) A library system board shall annually complete and file with the Minister a report in a form and containing the information required by the Minister with respect to

- (a) the library system board, and
- (b) each library service point as specified by the Minister.

(2) A library system board shall file with the Minister a report containing its minutes and resolutions as soon as practicable after each meeting of the board.

Requests by Deputy Minister

21 The Deputy Minister may, by written request, require a library system board

- (a) to make any survey that the Minister considers necessary

- (i) to obtain information on resource sharing, or
 - (ii) to assist in the development of policies and procedures regarding networking between libraries;
- (b) to provide any information that the Minister considers necessary to undertake a systematic review of library services within the library system.

Part 5

Completion of Library Systems

Definitions

22 In this Part,

- (a) “agreement” means an agreement referred to in section 13 of the Act;
- (b) “jurisdiction” means a municipality, an improvement district, a special area or a Metis settlement;
- (c) “resource centre” means a municipal library within a library system that the library system board designates as a resource centre.

AR 141/98 s22;251/2001

Library system membership

23 A jurisdiction or school authority shall not request the Minister to establish a library system under section 13 of the Act unless a minimum of 75% of the parties to the agreement are jurisdictions.

AR 141/98 s23;251/2001

Resolutions before membership

24(1) Before a jurisdiction that is not a party to an intermunicipal agreement becomes a member of a library system,

- (a) the municipal board in the jurisdiction shall pass a resolution accepting service from the library system board and providing its recommendations to the jurisdiction’s council with respect to the agreement, and
- (b) the jurisdiction’s council shall pass a resolution assenting to the agreement.

(1.1) Before a jurisdiction that is a party to an intermunicipal agreement becomes a member of a library system,

- (a) the intermunicipal library board established by the intermunicipal agreement shall pass a resolution accepting service from the library system board for that jurisdiction and providing its recommendations to the council of each jurisdiction that is a party to the intermunicipal agreement with respect to the agreement, and
- (b) the jurisdiction's council shall pass a resolution assenting to the agreement.

(2) Before a school authority becomes a member of a library system, it shall pass a resolution accepting service from the library system board on the terms and conditions prescribed by that board.

AR 141/98 s24;172/2007

Contents of agreement

25(1) An agreement shall at a minimum contain the following terms:

- (a) a formal indication of the parties' desire to enter into an agreement;
- (b) a starting date for the agreement;
- (c) provision for parties to become members of the library system after the starting date;
- (d) terms setting out the powers and duties of the library system board;
- (e) provision for the establishment of an executive committee of not more than 10 persons when the number of members of the library system board is more than 20, and a statement of the powers and duties of that committee;
- (f) terms specifying how to calculate the estimate of the money required under section 18 of the Act, the date on which payment of the money becomes due and how the money is to be paid;
- (g) an explanation of the financial relationship between the library system board and the parties to the agreement;
- (h) an explanation of the financial relationship between the library system board and the municipal boards and intermunicipal library boards;
- (i) terms setting out the services that the library system board will provide, including a commitment to make all library

resources acquired by the board available to all residents served by the library system;

- (j) an explanation of the relationship between the library system board, the municipal boards, the intermunicipal library boards and the board of the resource centre respecting the provision of library services, subject to section 19 of the Act;
- (k) provision for expansion of the library system to all jurisdictions within the prescribed boundaries;
- (l) terms specifying the reports required by the library system board from municipal boards, intermunicipal library boards and advisory committees and the reports to be provided by the library system board to the councils;
- (m) terms governing the method for amendment, extension and renewal of the agreement.

(2) An agreement shall be signed by the persons authorized by the councils to enter into the agreement and by the chairs of municipal boards and intermunicipal library boards where they exist.

(3) to (5) Repealed AR 180/2013 s2.

AR 141/98 s25;251/2001;193/2003;172/2007;180/2013

Notice of withdrawal

26 If a party to an agreement gives notice of withdrawal under section 22 of the Act, the library system board

- (a) shall, not later than 90 days prior to the effective date of withdrawal, provide to that party's council and municipal board or intermunicipal library board, if any, a written appraisal of the expected effects of that withdrawal on the provision of library services to the residents of that jurisdiction or school authority, and
- (b) may request a review by that party's council and municipal board or intermunicipal library board, if any, of the notice of withdrawal.

AR 141/98 s26;251/2001;172/2007

Request to Minister

27(1) A jurisdiction or school authority that wants to become a member of an existing library system shall forward to the Minister a request to that effect.

(2) Section 23 applies to an application under this section.

(3) The Minister shall not approve an application to join an existing library system unless a minimum of 75% of the parties to the agreement are jurisdictions.

Mergers

28(1) Two or more library system boards may apply to the Minister for a merger of their library systems into a single library system if at least 51% of the parties to each agreement, representing at least 51% of the population of each library system, have passed a resolution approving the proposed merger.

(2) An application under subsection (1)

- (a) shall be submitted not less than 60 days prior to the date on which the proposed merger is planned to take effect, and
- (b) shall be accompanied with the following:
 - (i) a proposed agreement to effect the merger;
 - (ii) a budget for the next fiscal year of the proposed library system;
 - (iii) a plan of service with goals and objectives for the proposed library system;
 - (iv) any recommendation for revision of boundaries.

Personal property of municipal board

29 All personal property of a municipal board or intermunicipal library board on the date on which a council signs an agreement affecting that board remains the property of the municipal board or intermunicipal library board unless

- (a) the municipal board or intermunicipal library board agrees, by resolution of a 2/3 majority of its membership, to transfer its assets to the library system board, or
- (b) in the case of library resources, the municipal board or intermunicipal library board agrees, by resolution, to transfer its library resources to the library system board for use elsewhere in the library system or for disposal.

AR 141/98 s29;172/2007

Real property of library system board

30 A library system board may not hold or own real property unless it is required for the purposes of administering the library system or for distribution of library resources.

Advisory committee

31(1) A member of a library system board who is appointed by the council of a jurisdiction that does not have a municipal board or intermunicipal library board shall receive any concerns respecting library service to that jurisdiction's residents from an advisory committee appointed by the council to transmit those concerns.

(2) If a council does not appoint an advisory committee, the library system board may appoint an advisory committee to act under subsection (1).

AR 141/98 s31;172/2007

Library system board members

32(1) When a library system board is established, it shall prepare a list that names every library system board member appointed by the councils that have signed the agreement.

(2) An appointment under section 16(a) of the Act shall not exceed a term of 3 years.

(3) A council of a municipality, Metis settlement or school authority shall not appoint a member under section 16(a) of the Act to serve for more than 9 consecutive years without the approval of 2/3 of all the members of that council.

(4) Any vacancy in the membership of a library system board shall be filled in accordance with section 16 of the Act as soon as reasonably possible.

(5) Subject to subsections (4) and (6), a council may, with respect to appointments under section 16(a) of the Act, appoint an alternate member to the library system board if its library system board member

(a) is unable to attend a meeting of the library system board, and

(b) has given notice to the library system board that an alternate member will attend.

(6) The alternate member shall not act in place of the library system board member at more than 2 consecutive meetings except by resolution of the library system board.

AR 141/98 s32;251/2001

Appointment of additional members

33(1) The Minister may, for terms determined by the Minister, appoint pursuant to section 16(d) of the Act additional members to a library system board if the Minister considers it necessary for the effective management of the board.

(2) The board of a resource centre may, pursuant to section 16(d) of the Act, appoint one additional member to the library system board for a term not exceeding 3 years.

AR 141/98 s33;251/2001

Library system boundaries

34(1) For the purposes of section 14(1)(b) of the Act, the boundaries of each library system are as set out in the Schedule to this Regulation.

(2) Notwithstanding the Schedule, the municipalities of Grande Cache and Swan Hills may join either the Peace or Yellowhead library systems.

AR 141/98 s34;282/99;251/2001

Provincial resource sharing network

35 Every jurisdiction and school authority that is a member of a library system shall, for the purpose of managing its library services or public libraries, meet the requirements of the provincial resource sharing network.

Part 6 Federation Boards

Definition

36 In this Part, “agreement” means an agreement referred to in section 29 of the Act.

AR 141/98 s36;251/2001

Eligible municipal boards

37(1) The municipal boards of Strathcona County, St. Albert or Fort Saskatchewan may form a federation board with The City of Edmonton Library Board.

(2) The municipal board of Airdrie may form a federation board with The City of Calgary Library Board.

Resolution before membership

38 Before becoming a member of a federation board, a municipal board shall pass a resolution accepting service from the federation board according to the agreement.

Documents for Minister's approval

39(1) Before an agreement is entered into, the municipal boards that propose to form a federation board shall provide the following documents to the Minister:

- (a) written resolutions from 2 or more municipal boards, one of which must be either The City of Calgary Library Board or The City of Edmonton Library Board, that endorse the formation of a federation board and signify assent to the terms of the proposed agreement;
- (b) a plan of service with goals and objectives for the proposed federation board;
- (c) a budget for the first 2 fiscal years of the proposed federation board.

(2) Each document referred to in subsection (1) must be approved by the municipal boards not more than 90 days before being provided to the Minister.

(3) On receiving approval from the Minister of the documents provided under subsection (1), municipal boards that enter into an agreement may proceed with a request to the Minister under section 29(1) of the Act to establish a federation board.

(4) A request under section 29(1) of the Act shall be accompanied with the following:

- (a) a copy of the agreement signed by each party;
- (b) a list of the names, addresses and telephone numbers of each party's board members.

AR 141/98 s39;251/2001

Contents of agreement

40(1) An agreement shall at a minimum contain the following terms:

- (a) a formal indication of the parties' desire to enter into an agreement;
- (b) a starting date for the agreement;

- (c) provision for parties to become members of the federation board after the starting date;
- (d) terms setting out the powers and duties of the federation board;
- (e) an explanation of the relationship between the federation board and each member respecting the manner in which the relationship will operate and how library services will be provided;
- (f) terms specifying how to calculate each party's share of the federation board expenses under section 29(2)(c) of the Act, the date on which payment of the money becomes due and how the money is to be paid;
- (g) an explanation of the financial relationship between the federation board and the parties to the agreement;
- (h) terms setting out the services that the federation board will provide, including a commitment to make all library resources acquired by the board available to all residents served by the members of the federation board;
- (i) terms specifying the reports that are required to be provided to each other by the federation board and the municipal boards;
- (j) terms governing the method for amendment, extension and renewal of the agreement.

(2) An agreement shall be signed by the persons authorized by the municipal boards to enter into the agreement.

AR 141/98 s40;251/2001

Personal property of municipal board

41 All personal property of a municipal board on the date on which it enters into an agreement remains the property of the municipal board.

Real property

42 A federation board may not own or hold real property.

Federation board members

43(1) When a federation board is established, it shall prepare a list that names every federation board member appointed by each party to the agreement.

(2) Any vacancy arising from any cause in the membership of a federation board shall be filled in accordance with section 30 of the Act as soon as reasonably possible.

(3) Subject to subsection (2), a municipal board may, with respect to appointments under section 30 of the Act, appoint an alternate member to the federation board if its federation board member

- (a) is unable to attend a meeting of the federation board, and
- (b) has given notice to the federation board that an alternate member will attend.

AR 141/98 s43;251/2001

Plan of service

44(1) In managing and controlling a federation, a federation board shall, within 4 years of being established, prepare and file with the Minister a report that

- (a) assesses the needs of its member municipal boards for federation services,
- (b) assesses the need for public library service generally, and
- (c) develops goals and objectives suitable to meeting those needs.

(2) A federation board shall review at least every 3 years the goals and objectives developed under subsection (1).

(3) A federation board

- (a) shall, within one year of filing its report under subsection (1), develop and file with the Minister a plan for comprehensive and efficient service that implements the goals and objectives developed under subsection (1), and
- (b) shall review and file with the Minister a copy of its plan under clause (a) not less frequently than every 5 years and not more frequently than every 3 years following the date on which the plan was previously filed with the Minister.

Reports to Minister

45 A federation board shall

- (a) annually complete and file with the Minister a report in a form and containing the information required by the Minister, and

- (b) file with the Minister a report containing its minutes and resolutions as soon as practicable after each meeting of the board.

Requests by Deputy Minister

46 The Deputy Minister may, by written request, require a federation board

- (a) to make any survey that the Minister considers necessary
 - (i) to obtain information on resource sharing, or
 - (ii) to assist in the development of policies and procedures regarding networking between libraries;
- (b) to provide any information that the Minister considers necessary to undertake a systematic review of library services within the federation.

Part 7 Repeal

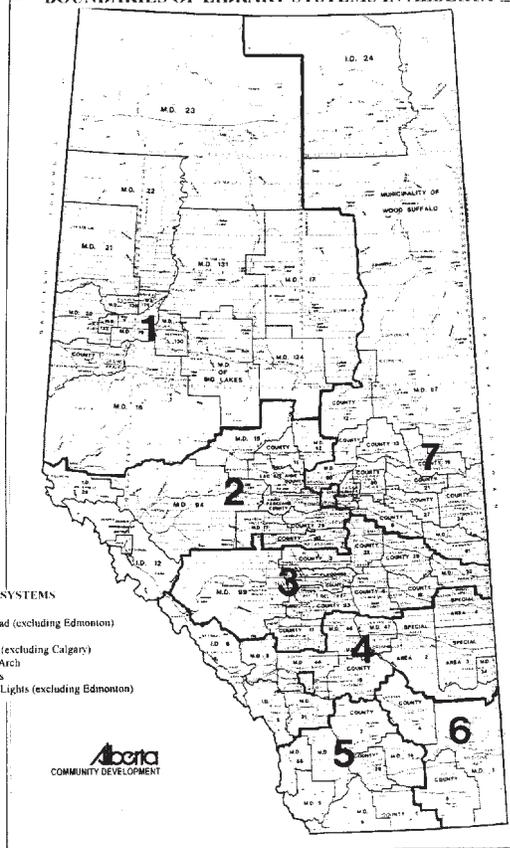
Repeal

47 The *Libraries Regulation* (AR 342/84) is repealed.

48 Repealed AR 134/2018 s3.

Schedule

BOUNDARIES OF LIBRARY SYSTEMS IN ALBERTA



- LIBRARY SYSTEMS
- 1 Peace
 - 2 Yellowhead (excluding Edmonton)
 - 3 Parkland
 - 4 Marigold (excluding Calgary)
 - 5 Chinook Arch
 - 6 Shortgrass
 - 7 Northern Lights (excluding Edmonton)

Alberta
COMMUNITY DEVELOPMENT

SEPTEMBER 10, 1997

PARKLAND REGIONAL LIBRARY AGREEMENT

WHEREAS the Libraries Act of Alberta, Chapter L-12.1 (1983) hereinafter referred to as the "Act" provides that:

- A. a municipality, improvement district, special area or school authority, upon entering into and becoming a party to an agreement as provided for by the Libraries Regulation, being Alberta Regulation 342/84 (hereinafter referred to as the "Regulation") with one (1) or more municipalities, improvement districts, special areas, or school authorities, and upon complying with the Regulation, may request the Minister to establish a library system, and
- B. the Minister may establish a library system board and may prescribe the boundaries of the library system, and
- C. a library system board so established by the Minister is a corporation, and the Cultural Grants Regulation (Alta. Reg. 105/84, as amended) in Division 2 allows
- D. the Minister to make a grant upon the establishment of the library system and to make annual grants where the Minister decides the library system is providing satisfactory service

AND WHEREAS the municipalities listed in Schedule "A": attached hereto (hereinafter referred to collectively as the "Parties" and individually as the "Party"):

- A. recognize that the most effective way to provide a high quality of library service is through cooperation and, [reg. s.26(1)(a)]
- B. desire to enter into an agreement for the ongoing operation of a library system pursuant to the Act, and [Reg. s.26(1)(a)]
- C. are prepared to jointly finance and operate a library system and, [Reg.s.26(1)(a)]
- D. agree that all library materials which are available through their municipal libraries should be accessible to all residents of the library system; [Reg.s.26(1)(i)]

AND WHEREAS pursuant to the Act the Parties intend to request that a library system board be continued and known as "The Parkland Regional Library Board", [Reg.s.20] hereinafter referred to as the "PRL Board";

AND WHEREAS section 26 of the Regulation sets out various terms and conditions that must be provided for in this Agreement;

NOW THEREFORE this Agreement witnesseth that in consideration of the mutual covenants and agreements contained herein, the Parties hereto covenant and agree with each other as follows:

CLAUSE 1. - DEFINITIONS

1.1 In this Agreement, including the recitals:

- (a) "Alberta Library Board",
- (b) "board",
- (c) "Community Board",
- (d) "community library",
- (e) "council",
- (f) "library system",
- (g) "library system board",
- (h) "Minister",
- (I) "municipal board",
- (j) "municipal library",
- (k) "municipality",
- (l) "public library",
- (m) "Public Library Rate", and
- (n) "school authority"

have the same meaning as defined in section 1 of the Libraries Act, Statutes of Alberta, 1983, chapter L-12.1, as appended to this agreement.

1.2 In this Agreement, including the recitals:

- (a) "Act"
- (b) "Deputy Minister"
- (c) "lent"
- (d) "library materials", and
- (e) "resource centre"

have the same meaning as defined in Section 1 of the Libraries Regulation, being Alberta Regulation 342/84, as amended up to and including Alberta Regulation 259/88, as appended to this agreement.

1.3 In this Agreement, including the recitals:

- (a) "agreement",
- (b) "municipality",
- (c) "resource centre", and
- (d) "Steering Committee"

have the same meaning as defined in Section 23, Part 4, of the Libraries Regulation, being Alberta Regulation 342/84, as amended up to and including Alberta Regulation 259/88.

1.4 In this Agreement, including the recitals:

- (a) "the Act" refers to The Alberta Libraries Act, Chapter L.12.1, 1983
- (b) "the Regulations" refers to The Libraries Regulation, 1984
- (c) "non-member" refers to a resident of a non-participating jurisdiction
- (d) "population" refers to the most recent population figure for the jurisdiction published by Alberta Municipal Affairs
- (e) "system services" refers to the services which are supplied to municipal library boards as a result of their membership in Parkland Regional Library.

CLAUSE 2. - OPERATION

2.1 The Parties to this Agreement shall enable the PRL Board to maintain and operate the library system in accordance with the Act and Regulations as may be amended from time to time.

2.2 The Parties to this Agreement shall enable the PRL Board to provide a library service to all their residents through the PRL Board established by this Agreement in the manner and upon the terms set out in this Agreement.

2.3 The Parties to this Agreement, in co-operation with their municipal library boards, shall make all library materials belonging to the PRL Board and municipal boards accessible to the residents of the Parties.

CLAUSE 3. - EFFECTIVE DATE

3.1 The starting date for this Agreement shall be the First day of January, 1998.
[Reg.s.26(1)(b)]

CLAUSE 4. - APPOINTMENTS TO THE PRL BOARD

- 4.1 Where a municipality is a Party to this Agreement, it shall appoint one member to the PRL Board. [Act s.22(a) - (d)]
- 4.2 Any additional members shall be appointed in accordance with the Regulation. [Reg.s.35(1)]

CLAUSE 5. - TERM OF APPOINTMENT

- 5.1 The term of any appointment to the PRL Board shall be in accordance with section 34 of the Regulation.

CLAUSE 6. - POWERS AND DUTIES OF THE PRL BOARD

- 6.1 Subject to the provisions of the Act and the Regulation and subject to the provisions of this Agreement, the PRL Board shall manage and control the library system by organizing, promoting and maintaining comprehensive and efficient library services. [Reg. s.26(1)(d)]
- 6.2 The PRL Board shall engage a person as Chief Operating Officer whose responsibility shall be the administration of the library system. The PRL Board shall fix the compensation and all other terms of employment of this person. [Reg. s.20(1)]
- 6.3 The PRL Board may engage such additional employees as are required for the operation of the library system in accordance with section 20 of the Regulation. [Reg. s.20]
- 6.4 The PRL Board shall cooperate with other libraries, library systems, resource libraries and with the Government of Alberta in the development, maintenance and operation of a province-wide network for sharing of library resources.
- 6.5 The PRL Board shall inform member municipalities and municipal library boards about issues relating to system service delivery and request input from those municipal library boards and municipal councils.
- 6.6 The PRL Board shall meet a minimum of two (2) times per year.
- 6.7 The PRL Board shall provide adequate insurance coverage for its operations.

CLAUSE 7. - EXECUTIVE COMMITTEE

- 7.1 When the number of members on the PRL Board is more than 20, the PRL Board shall establish an Executive Committee of not more than 10 persons. [Reg.s.26(1)(e)]
- 7.2 The PRL Board shall define the powers and duties of the Executive Committee. [Reg.s.26(1)(e)]
- 7.3 Appointment to the Executive Committee shall be made in accordance with section 26(2) and section 26(3) of the Regulation.
- 7.4 Members of the Executive Committee shall be selected on a geographic basis. Such selection shall be made by PRL Board members representing that geographic area.

CLAUSE 8. - LIBRARY SYSTEM BUDGET

- 8.1 The PRL Board shall prior to November 1 of each year submit a budget to the Parties to this Agreement and an estimate of the money required during the ensuing fiscal year to operate the library system. [Reg. s.26 (1)(f)]
- 8.2 The budget and estimate of money required referred to in clause 8.1 above, shall be effective upon receipt by the PRL Board of written notification of approval from two-thirds of the Parties to this Agreement which must represent at least two-thirds of the member population; and thereupon, each Party to this Agreement shall pay to the PRL Board an amount which is the product of the per capita requisition set out in Schedule "B" and the population of the Parties to the agreement. Payments shall be made on or before the dates set out therein.
- 8.3 The population of a municipality that is a Party to this Agreement shall be deemed to be the most recent population figure for the municipality as published by Alberta Municipal Affairs.
- 8.4 Municipalities which join the library system after January 1, 1998 shall pay a signing fee as determined by the PRL Board.
- 8.5 The PRL Board shall apply to the Government of Alberta for all library grants for which it is eligible, in accordance with the Department of Culture and Multiculturalism Act, Cultural Grants Regulation, Division 2.
- 8.6 There shall be a notice period of thirteen (13) months for any increase in the requisition, unless there is unanimous consent by all Parties to this Agreement.

CLAUSE 9. - LIBRARY SYSTEM SERVICES TO PUBLIC LIBRARIES [Reg. 26 1 (i)]

9.1 The PRL Board shall equip, establish and maintain a library system for the residents of the Parties to this Agreement and the services provided may include, but not be limited to:

- (a) technical services, including central ordering, central cataloguing, and assistance with conversion of catalogues to machine-readable form;
- (b) materials and collections, including best seller service, book allotment, reciprocal borrowing, regional lending service, inter-library loans, and rotating audio and video collections;
- (c) delivery and communications, including scheduled delivery service, area librarians' meetings, toll-free line to headquarters, fax communications and/or electronic mail, and newsletters;
- (d) resource sharing, including continued and expanded information services, reference service and a union catalogue;
- (e) programs and services, including summer reading programs, and discount ordering of supplies;
- (f) training and consultation, including professional consultation, and continuing education; and
- (g) other programs or services as approved by the PRL Board from time to time.

CLAUSE 10. - LIBRARY SYSTEM SERVICES TO SCHOOL LIBRARIES, GROUPS, INDIVIDUALS, OR AGENCIES

10.1 The PRL Board may enter into one or more separate contracts with any other person or group including but not limited to a school authority, college, or Indian band to provide library services as specified in the contract.

CLAUSE 11. - ROLES AND RESPONSIBILITIES OF MUNICIPAL LIBRARY BOARDS WITHIN THE SYSTEM [Reg. .26(1)(j)]

11.1 The powers and duties of municipal boards within the library system shall be defined in accordance with Part 2 of the Act and as specified in the terms and conditions of the Agreement, including:

(a) municipal boards may not offer system services to residents of non-participating municipalities unless these boards collect the prescribed non-member fee as defined in Schedule B.

11.2 Each municipal board within the library system shall:

(a) comply with the Regulation in the provision of library service to the residents of the municipality;

(b) act as a liaison between the residents of the municipality and the PRL Board, to advise the residents of the municipality of the policies of the PRL Board and bring their needs to the attention of the PRL Board;

(c) cooperate with the PRL Board in implementing system-wide policies;

(d) in accordance with Clause 9.1 (b) and (d) of this Agreement, make available to all residents of the Parties all library materials normally lent under municipal board policy;

(e) submit copies of all library policies, bylaws, goals and objectives, and plan of service documents to the PRL Board if requested by the PRL Board;

(f) forward copies of its budget, annual report and audited statement for the preceding year, to the PRL Board if requested by the PRL Board;

(g) collect the non-member fee in accordance with Schedule B, and submit it to the PRL Board in accordance with policy set by the PRL Board, and

(h) pay the Goods And Services Tax amount owing on allotment purchases to the PRL Board.

11.3 If a municipal library has been established in a municipality and is receiving library services from the PRL Board, the authority of the municipal board is subject to any limitation of its authority under this Agreement. [Act s.25 and Reg. s.26 (1)(j)]

CLAUSE 12. - OWNERSHIP OF PROPERTY

12.1 All real and personal property (including intellectual property rights) acquired by the PRL Board shall be the property of the PRL Board except library materials

acquired by the PRL Board (e.g. purchased with the municipal board allotment) on behalf of a municipal board which operates a library and the catalogue records relating to those materials, which shall be the property of the municipal board.

12.2 In the event that PRL dissolves, assets will be divided among current members with the approval of the Minister. Such division shall take into account the relative populations of the jurisdictions and the length of their memberships.

CLAUSE 13. - WITHDRAWAL

13.1 Any Party to this Agreement may withdraw from this Agreement in accordance with the Act, section 28. This termination will be effective at the end of the PRL budget year.

(a) The City of Camrose and the Municipal District of Clearwater have fulfilled the three year membership agreement period prior to the signing of this Agreement.

CLAUSE 14. - DIVISION OF ASSETS

14.1 If a Party to this Agreement withdraws from the Agreement pursuant to Section 28 of the Act, that Party shall be deemed to have forfeited any right of ownership or share in the assets of the PRL Board.

CLAUSE 15. - COMPLETION OF THE LIBRARY SYSTEM [Reg. s.26(1)(c)]

15.1 The Parties to this agreement agree that any municipality listed in Schedule "A - 1" may become a party to this Agreement and a member of the PRL Board by:

- a) signing an agreement accepting this Agreement,
- b) complying with the terms of this Agreement, and
- c) receiving the approval of the Minister.

15.2 The PRL Board may set policy concerning criteria for acceptance of new members.

CLAUSE 16. - LIBRARY SYSTEM REPORTS

16.1 The PRL Board shall make an annual report on the operation of the library system to each of the Parties to this Agreement and to each municipal board or advisory committee and to the Minister on or before March 31 in the year following the year for which the annual report was prepared. [Reg. s.26(1)(1)]

CLAUSE 17. - AMENDMENT [Reg. s.26(1)(m)]

17.1 This Agreement may be amended according to a motion for amendment passed by the PRL Board.

- (a) During the first three years of this agreement such amendment shall be effective upon receipt by the PRL Board of written notification from all of the parties to this agreement that they have so authorized such amendment.
- (b) During the fourth and subsequent years of this agreement amendment shall be effective upon receipt by the PRL Board of written notification from two-thirds of the Parties to this Agreement representing two-thirds of the member population that they have so authorized such amendment.
- (c) There shall be 13 months written notice of any change in this Agreement unless there is unanimous consent.
- (d) The Parties to this Agreement shall conform with such amendment upon notification from the PRL Board that this clause has been fulfilled.

CLAUSE 18. - EXTENSION

18.1 The provisions of this Agreement shall be binding upon the Parties to this Agreement and their successors and all the eligible participants who may join in this Agreement with the original Parties. [Reg. s.26(1)(m)]

18.2 This Agreement shall remain in force until amended in accordance with Clause 17.

CLAUSE 19. - RURAL SERVICE GRANT

19.1 In the event that the PRL Board receives a Library Services Grant on behalf of the residents of a rural municipality, these grant monies shall be distributed to member public libraries in accordance with direction from that rural municipality.

CLAUSE 20. - ENTIRE AGREEMENT

20.1 This document, including all schedules appended, constitutes the entire agreement between the Parties with respect to the subject matter; all prior agreements, representatives, statements, negotiations and undertakings are superseded hereby.

SEPTEMBER 10, 1997

Schedule A

The following municipalities are Parties to this Agreement:

Schedule A-1

The following municipalities are eligible to become members of Parkland Regional Library under the currently defined boundaries. [Source: Geographic Areas for Library Systems in Alberta, Alberta Community Development, October 1996] Populations shown are 1996 figures.

Counties:

Camrose County	7475
Clearwater M.D.	10131
Flagstaff County	4099
Lacombe County	9283
Mountain View County	9951
Paintearth M.D.	2324
Ponoka County	7896
Provost M.D.	2536
Red Deer County	15049
Stettler M.D.	5251

Cities, Towns and Villages:

Alix	782
Alliance	230
Amisk	213
Bashaw	807
Bawlf	360
Bentley	930
Big Valley	303
Bittern Lake	169
Blackfalds	1769
Botha	174
Bowden	936
Camrose	14121
Caroline	452
Carstairs	1796
Castor	933
Clive	497
Coronation	1184
Cremona	393
Czar	176
Daysland	674
Delburne	564
Didsbury	3399

Donalda	237
Eckville	899
Edberg	145
Elnora	270
Ferintosh	129
Forestburg	967
Gadsby	26
Galahad	158
Halkirk	150
Hardisty	656
Hay Lakes	328
Heisler	186
Hughenden	288
Innisfail	6064
Killam	1053
Lacombe	7580
Lougheed	266
Mirror	478
New Norway	273
Olds	5542
Penhold	1609
Ponoka	5861
Provost	1893
Red Deer	59834
Rimbey	2133
Rocky Mountain House	5684
Rosalind	192
Sedgewick	874
Stettler	4947
Strome	274
Sundre	2027
Sylvan Lake	4815

Summer Villages:

Birchcliff	63
Burntstick Lake	3
Gull Lake	108
Half Moon Bay	51
Jarvis Bay	33
Norglenwold	186
Parkland Beach	66
Rochon Sands	36
Sunbreaker Cove	76
White Sands	21

Schedule B

Membership fee:

The Parkland Regional Library membership fee shall be as follows:

\$4.03 per capita

Any changes to this schedule shall be made on the basis of approved budgets and estimates in accordance with Clause 8.2 of this agreement.

Non-member fee:

The annual non-member fee shall be as follows:

\$60 per household

The non-member fee shall be shared equally between the municipal board and the PRL Board.

Any changes to this schedule shall be made on the basis of approved budgets and estimates in accordance with Clause 17 of this agreement.

General:

For 1998 and each subsequent year each party to this Agreement shall pay to the PRL Board the amount required pursuant to Clause 8 of this Agreement.

Parties shall make 4 equal installments January 1, April 1, July 1 and October 1 of each year.

Goods and Services Tax:

GST is payable on the allotment amount only. GST shall be paid by the municipal library board.

SEPTEMBER 10, 1997

Signatures

In Witness thereof, the undersigned being one of the Parties set out in "Schedule A" to this Agreement, has duly executed this Agreement.

TOWN OF LACOMBE

Name of the Party to this Agreement

(City, Town, Village, County, Municipal District)


Authorized signature

CHARLES BUDD, MAYOR
Please print name


Authorized signature

Robert Jenkins, Chief Administrative Officer
Please print name

Signed, sealed and delivered, the 22nd day of September, 1997.


Chairperson of municipal library board

MAVIS PREVOST
Please print name

TOWN OF LACOMBE

Motion # 11

Ref. # _____

Resolution # _____

MOVED BY: J. J. J. J.

THAT WHEREAS the *Libraries Act of Alberta*, S. A. 1993, c. L-12.1 provides that a municipality, improvement district, special area or school authority, upon entering into and becoming a party to an agreement as provided for by the *Libraries Regulation*, A.R. 342/84 with one (1) or more municipalities, improvement districts, special areas, or school authorities, and upon complying with the Regulation, may request the Minister to establish a library system; and

AND WHEREAS the Town of Lacombe desires to enter into an agreement for the ongoing operation of a library system pursuant to the Act; and is prepared to jointly finance and operate a library system; and (Reg. s.26(1)(a))

NOW THEREFORE BE IT RESOLVED that the Council of the Town of Lacombe request that the library system board known as "The Parkland Regional Library Board" be continued and approval is given for the Mayor, Chief Administrative Officer and the chairperson of the Municipal Library Board to sign the September 10th, 1997 Parkland Regional Library Membership Agreement.

Voted for the Motion: 6

Voted against the Motion: _____

Motion Carried: ✓

Date: **September 22, 1997**

Motion Defeated: _____

Mayor: J. J. J. J.



PARKLAND REGIONAL LIBRARY GOVERNANCE POLICIES AND BYLAWS

Table of Contents

LIST OF DEFINITIONS.....	3
1. VISION, MISSION, BELIEF, GOALS AND OBJECTIVES.....	4
1.1 VISION STATEMENT	4
1.2 MISSION STATEMENT	4
1.3 BELIEF STATEMENT	5
1.4 GOALS AND OBJECTIVES	6
2. GOVERNANCE PROCESS.....	7
2.1 GOVERNANCE PRINCIPLES	7
2.2 GOVERNANCE STYLE	8
2.3 MOTIONS AT BOARD MEETINGS.....	9
2.4 ROLE OF THE BOARD AND TRUSTEE	12
2.5 ROLE OF BOARD CHAIR.....	14
2.6 ROLE OF THE EXECUTIVE COMMITTEE.....	15
2.7 CODE OF CONDUCT	16
2.8 ANNUAL AGENDA	17
3. BOARD – DIRECTOR RELATIONSHIP	18
3.1 DELEGATION TO THE DIRECTOR	18
4. DIRECTOR’S PARAMETERS	19
4.1 BUILDING USAGE (SEE THE <i>LIBRARIES REGULATION</i>)	19
4.2 COLLECTION DEVELOPMENT/ALLOTMENT	20
4.2.1 Acquisitions and Allotment.....	20
4.2.2 Collection Development (See the <i>Libraries Regulation</i>).....	20
4.3 COMPUTER SECURITY	21
4.4 FINANCE (REQUIRED BY <i>LIBRARIES REGULATION</i>)	22
4.4.2 Allotment policy	22
4.4.3 Amortization of capital assets.....	22
4.4.4 Audit.....	22
4.4.5 Banking	22
4.4.6 Budget	22
4.4.7 Capital Assets.....	23
4.4.8 Computer Hardware Replacement.....	23

4.4.9	Contracts	23
4.4.10	Cost of Living and Compensation	23
4.4.11	Expense Reimbursement.....	25
4.4.12	Finance Fund Accounts.....	25
4.4.13	Financial Statements.....	28
4.4.14	Fiscal Year.....	28
4.4.15	Inspection of Financial Records.....	28
4.4.16	Investments	28
4.4.17	Purchasing	28
4.4.18	Security of Financial Records.....	29
4.4.19	Signing Authority Policy	29
4.5	GIFTS AND DONATIONS	31
4.6	HOURS OF OPERATION (SEE THE <i>LIBRARIES REGULATION</i>).....	32
4.7	INFORMATION AND DOCUMENT MANAGEMENT	33
4.7.1	Confidentiality of Users' Records (Required by <i>Libraries Regulation</i>)	33
4.7.2	Personal Information Banks (Required by <i>FOIP Act</i>).....	33
4.7.2.6	Sign in Sheets	34
4.7.3	Records Management (Required by <i>FOIP Act</i>)	35
4.8	LIBRARY SERVICE POINTS FOR WHICH PARKLAND REGIONAL LIBRARY IS THE GOVERNING BOARD (REQUIRED BY <i>LIBRARIES REGULATION</i>)	37
4.9	HEALTH AND SAFETY	39
4.9.1	Occupational Health and Safety.....	39
4.9.2	Violence (Required by <i>Occupational Health and Safety Code</i>)	39
4.9.3	Working Alone (Required by <i>Occupational Health and Safety Code</i>).....	39
4.10	PERSONNEL	40
4.11	RESOURCE SHARING	41
4.12	SERVICE TO PERSONS UNABLE TO USE CONVENTIONAL PRINT MATERIALS.....	42
4.12.1	Non-Print Resources.....	42
5.	BYLAWS	43
5.1	THE TERMS AND CONDITIONS UNDER WHICH PUBLIC LIBRARY PROPERTY MAY BE USED OR BORROWED BY MEMBERS OF THE PUBLIC	43
5.2	PENALTIES TO BE PAID BY MEMBERS OF THE PUBLIC FOR ABUSE OF BORROWING PRIVILEGES (SEE THE <i>LIBRARIES ACT</i>).....	43

5.3 THE TERMS AND CONDITIONS UNDER WHICH BORROWING PRIVILEGES MAY BE SUSPENDED OR FORFEITED	43
5.4 ADMITTANCE TO THE HEADQUARTERS BUILDING	44
5.5 FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY BYLAW	44
APPENDIX I	45
FINANCE REIMBURSEMENT SCHEDULE	45
APPENDIX II	46
FINANCE POLICY – RESERVES	46
APPENDIX III	68
DELEGATION AND ASSIGNMENT OF RESPONSIBILITY TABLES	68

List of Definitions

Board – Refers to the Parkland Regional Library Board

FOIP - Freedom of Information and Privacy

IT - Information and Technology

PRL - Parkland Regional Library

Outlet - A library service point for which Parkland Regional Library Board is the Board of Record

SIN - Social Insurance Number

System - The Parkland Regional Library System

TAL - The Alberta Library

1. VISION, MISSION, BELIEF, GOALS and OBJECTIVES

1.1 VISION STATEMENT

1.1.1 Parkland Regional Library provides leadership for our members to achieve excellence in service.

1.2 MISSION STATEMENT

1.2.1 Expanding opportunities for discovery, growth, and imagination for all Central Albertans.

Revision history	Date adopted	November 2008
	Date revised	May 2013; February 2019

1.3 BELIEF STATEMENT

Parkland Regional Library was established and is maintained in compliance with the *Alberta Libraries Act*.

- 1.3.1 The trustees of Parkland Regional Library believe libraries make an important contribution to the educational and social development of the individual and the community. Because we are committed to learning and to the right of the individual to access information in all its forms, we have chosen to be volunteer advocates for library development.
- 1.3.2 We further believe organization within regional support systems offers libraries many advantages that benefit their status as independent institutions. These advantages include: better accessibility to resources through resource sharing; the provision of many support services for the local public library and a broader base for advocacy on behalf of libraries.
- 1.3.3 We believe that, as individuals, we gain personally by being able to network with other committed library volunteers, by achieving improvements in the libraries in our communities and in the Province of Alberta, and by learning more about ourselves and others through our activities on behalf of libraries.
- 1.3.4 We believe Parkland Regional Library Board and staff shall establish, foster and maintain good relations with all libraries and government departments in the province for the provision of library service; and shall cooperate with any library, regional system or government department to improve library service.
- 1.3.5 Parkland Regional Library supports the belief that every Albertan should have equitable access to public library resources that will enable him/her to meet his/her informational, educational, cultural and recreational needs.

Revision history	Date adopted	November 2008
	Date revised	

1.4 GOALS and OBJECTIVES

- 1.4.1 Parkland Regional Library provides or assists in providing materials or services for members' libraries which they could not provide for themselves as efficiently, effectively or economically.
- 1.4.2 Parkland Regional Library acts as a leader in development of library services, appropriate in a 21st Century knowledge economy.
- 1.4.3 Parkland Regional Library acts as a primary connection point for public libraries to the Alberta Public Library Electronic Network, thereby increasing citizens' access to informational and recreational materials.
- 1.4.4 Parkland Regional Library endeavours to improve its performance through continuing education, and offers development opportunities to its clients and members.
- 1.4.5 Parkland Regional Library engages in ongoing planning to improve its services and efficiencies.
- 1.4.6 Parkland Regional Library operates in a fiscally responsible manner.
- 1.4.7 Parkland Regional Library communicates its programs and policies effectively.
- 1.4.8 Parkland Regional Library works co-operatively with other agencies to provide service.
- 1.4.9 The trustees of Parkland Regional Library are active advocates for regional library service in particular and public library service in general.

Revision history	Date adopted	November 2008
	Date revised	

2. GOVERNANCE PROCESS

2.1 GOVERNANCE PRINCIPLES

The Parkland Regional Library Board shall be formed in accordance with the *Alberta Libraries Act* and shall be hereinafter referred to as the Board.

- 2.1.1 The Board's priority is to determine Parkland Regional Library's Vision, Mission, Belief, Goals, and Objectives and liaise with the member municipalities, and monitor the System's performance.
- 2.1.2 The Board is a governing body that speaks with one voice. All authority rests with the Board, and individual trustees have no authority except as conferred by the Board for specific purposes.
- 2.1.3 The Board leads through policy, using a framework which defines four categories of Board Policy: Vision, Mission, Belief, Goals, and Objectives; Governance Process; Board – Director Relationship; and Director's Parameters.
- 2.1.4 The Board's ongoing agenda is based on its role which is focused on governance issues rather than management issues.
- 2.1.5 The Board as a whole has one employee, the Director, who is accountable to the Board as a whole.
- 2.1.6 The Board states the expected Vision, Mission, Belief, Goals, and Objectives directing the Director to determine the means to achieve these results within limits of ethics and prudence.
- 2.1.7 When the Board approves policy, the Director is empowered to make all further decisions. The Director's authority begins immediately and automatically.
- 2.1.8 The Board monitors the Director solely on the basis of organizational performance and written policies.
- 2.1.9 The Executive Committee and Ad Hoc Committees are to assist the Board in doing its job; not to advise or assist staff in doing their job.

Revision history	Date adopted	November 2008
	Date revised	

2.2 GOVERNANCE STYLE

The Board governs with a style which emphasizes outward vision, encouragement of diversity in viewpoints, strategic leadership, clear distinction of Board and staff roles, collective decision-making, and a focus on the future and pro activity.

The Board shall:

- 2.3.1 Enforce upon itself and its members whatever discipline is needed to govern with excellence. Discipline will apply to matters such as attendance, governance principles, respect of roles, and support for Board decisions. It will allow no officer, individual or committee of the Board to usurp this role or hinder this commitment.
- 2.3.2 Direct, control, and inspire the organization through the careful establishment of the broadest written policies which reflect the philosophy of Parkland Regional Library's values and perspectives.
- 2.3.3 Consider suggestions for policy development that come from: Board trustees, the Executive Committee, the Director or staff members, client library boards or client library staff, and various levels of government and funding jurisdictions.
- 2.3.4 Comply with federal, provincial, and municipal laws and Board policies.
- 2.3.5 Approve at a single Board meeting with one motion changes in policies or new policies.
- 2.3.6 Ensure that the Board's policy manual be maintained, and copies of old policies including policies that have been eliminated or changed shall be kept in perpetuity for reference purposes.
- 2.3.7 Ensure copies of all approved or amended policies shall be filed with the appropriate government department(s) as required as legislation.
- 2.3.8 Focus chiefly on intended long term benefits, not on the operational means of attaining those results.
- 2.3.9 Monitor and regularly discuss the Board's own process and performance. Ensure the continuity of its governance capability through Board education and development.

Revision history	Date adopted	November 2008
	Date revised	February 2015

2.3 MOTIONS AT BOARD MEETINGS

A **motion** is a proposal for action by a committee or the board.

A **notice of motion** is a notice of intention by a member to present a motion at a subsequent meeting.

A **tabled motion** means a motion to delay consideration of any matter to either a specific date or no date.

A **motion to rescind** is used to cancel a previously passed motion.

A **point of privilege** as it relates to motions, means matters affecting the rights and immunities of board or committee members collectively or the propriety of the conduct of individual board or committee members and includes, but is not limited to the following:

- (a) the organization or existence of the board or committees;
- (b) the comfort of board or committee members;
- (c) the conduct of board or committee members;
- (d) the conduct of Administration or members of the public in attendance at the Meeting; and
- (e) the reputation of board or committee members or of the board or committees as a whole

No board or committee member shall speak to a motion unless and until recognized by the board or committee Chair.

No motion bringing a new matter before either the board or a committee may be made while any other motion is pending.

A board or committee member may move a motion whether or not the member intends to support it.

The Chair shall not call the question on any motion until the board or committee is completely satisfied that it is clear on how the motion reads.

The Chair may close debate on a motion after other board or committee members have been given an opportunity to speak.

A motion that has been moved shall not be required to be seconded.

A motion shall be carried when a simple majority of the board or committee members present at a meeting vote in favour of a motion.

A motion shall be declared lost when it does not receive the required number of votes or receives a tie vote.

Each board or committee member present at a Meeting shall vote on every motion unless the board or committee member is required to abstain to a declared conflict of interest.

When a motion has been made and is being considered, no board or committee member may make another motion except to:

- a) amend the motion;
- b) amend the amendment to the motion;
- c) refer the main motion;
- d) table the main motion;
- e) move a motion that has privilege, that is:
 - (i) a motion to recess;
 - (ii) a motion to adjourn;
 - (iii) a motion to set the time for adjournment;
 - (iv) a motion to extend the time of the meeting; or
 - (v) a point of privilege.

After a motion has been moved and stated by the Chair, it is the property of the board or committee and may only be withdrawn by the mover with the unanimous consent of the board or committee members present at the meeting. Motions that are withdrawn shall not be recorded in the meeting minutes.

The Chair, without a motion, may recess a meeting for a specific period. However, any board or committee member may move that the board or committee recess for a specific period. After the recess, meeting business shall be resumed at the point where it was interrupted.

Motions to Receive for Information are made to acknowledge an item, report or recommendation, and have it placed in the board's or committee's records for reference. No additional action is taken.

If a motion is voted on by the board or a committee, that same motion cannot be reconsidered by the board or committee unless:

- (a) six months has passed since the date that the motion was considered; or
- (b) a motion to reconsider is passed.

A board or committee member may introduce a motion asking to the board or a committee to reconsider a matter dealt with in a previous motion providing:

- (a) the motion is made at the same meeting of the board or committee at which the original matter was considered and is moved by a mover who voted with the prevailing result; or
- (b) the motion to which it is to apply has not already been acted upon.

If a Motion to reconsider is passed, the original Motion is on the floor.

The following Motions cannot be reconsidered:

- (a) a motion which created a contractual liability or obligation, shall not be reconsidered, altered, varied, revoked, rescinded or replaced except to the extent that it does not attempt to avoid or interfere with the liability or obligation
- (b) a motion to Adjourn;
- (c) a motion to close nominations;
- (d) a motion to Recess or extend the time for adjournment;
- (e) a motion to adopt the agenda;

- (f) a motion to table a motion;
- (g) a permission to withdraw a motion; and
- (h) a motion to reconsider at the same meeting.

If passed by a majority vote, A motion to rescind renders the previous motion null and void. If a motion to rescind relates to an action or decision taken at a previous meeting, a notice of motion, in writing, detailing the reason to rescind a previously approved motion must be submitted to the board or committee as part of the meeting package at which the motion to rescind is being considered. A motion to rescind shall not undo actions that have been taken as a result of the motion previously passed.

When considering all points of order for board and committee meetings, except for those explicitly stated in this policy, the Parkland Library Board will defer to *Robert's Rules of Order*.

Revision history	Date adopted	September 2019
	Date revised	

2.4 ROLE OF THE BOARD AND TRUSTEE

The Board shall meet and deliberate at specific and regular times as determined by its members and in accordance with the *Alberta Libraries Act*. The Board shall exercise its role as public trustee for the Municipalities that make up the Parkland Regional Library region. The Board is responsible for creating a vision of library service for the System, articulating values and principles, setting goals, developing effective governance policy, monitoring library performance, and meeting provincial standards.

The job of the Board is to:

2.2.1 Liaise with the municipalities and members' libraries to:

- determine what they want the System to be,
- determine what the System should accomplish,
- determine what benefits are worth the costs,
- advocate for Parkland Regional Library and library systems in Alberta,
- create partnerships with other agencies to achieve the System's Vision, Mission, Belief, Goals, and Objectives.

2.2.2 Articulate vision, values, and principles which form the foundation for policy and define System priorities.

2.2.3 Write governing policies which, at the broadest levels, define:

- **Vision, Mission, Belief, Goals, and Objectives:** Which long range benefits will be achieved, for whom, and at what cost.
- **Governance Process:** How the Board conceives, carries out and monitors its own job.
- **Board Director Relationship:** How the Board delegates authority to staff and monitors staff performance.
- **Director's Parameters:** Those boundaries of prudent and ethical behavior within which the Director can operate.

2.2.4 Develop and comply with bylaws.

2.2.5 Develop and approve plan of service or a strategic plan, a budget, the annual report, and audited financial statements.

2.2.6 Recognize the value and contributions of long serving staff, volunteers and trustees.

2.2.7 Monitor achievement or compliance with policy against criteria it has previously set, using:

- reports by the Director,
- reports from member municipalities, members' libraries, and outside agencies,

- direct inspection by the Board.

2.2.8 Use the results of monitoring to improve performance by:

- reviewing existing policies,
- revising existing policies,
- formulating new policies.

2.2.9 Elect one of its members as chairperson at the organizational meeting each year.

2.2.10 Meet a minimum of four times per year as defined in the *Parkland Regional Library Agreement*. A quorum of the Board shall be 15 members.

2.2.11 Create procedures providing for the orientation and ongoing development of trustees as they fulfill their fiduciary duties to the regional library system.

2.2.12 Designate an Executive Committee that fulfills the function of the Parkland Regional Library Board between board meetings and Ad Hoc Committees as the need arises. By legislation, the Executive Committee has 10 members. It is appointed as follows:

- The Chair of the Board sits *ex officio*.
- Remaining seats appointed by the Board as per membership agreement and policy.

Revision history	Date adopted	November 2008
	Date revised	February 2015; February 2018

2.5 ROLE OF BOARD CHAIR

The role of the Chair is primarily to ensure the integrity of the Board's process and secondarily, to represent the Board to outside parties.

The Chair:

- 2.4.1 Upholds the Board's own policies and rules and those legitimately imposed upon the Board from outside the organization.
- 2.4.2 Restricts meeting agendas and discussions to those issues which, according to Board policy, are clearly in the Board's jurisdiction, not the Director.
- 2.4.3 Chairs Board meetings with all the commonly accepted powers including ruling and recognizing.
- 2.4.4 Keeps deliberations timely, fair, orderly, thorough, efficient, limited to time, and to the point.
- 2.4.5 Makes decisions on behalf of the Board which fall within and are consistent with any reasonable interpretation of Board policies on Governance Process and Board-Director Relationship.
- 2.4.6 Has no authority to make decisions beyond policies created by the Board.
- 2.4.7 Has no authority to supervise or direct the Director. The Board as a whole directs the Director.
- 2.4.8 Represents the Board to outside parties, stating positions consistent with Board policies and resolutions.
- 2.4.9 Facilitates the Vice-Chair to fulfill the duties of the Chair in the absence of the Chair.
- 2.4.10 Will deal with any member of the staff, Board or public when there are complaints or grievances regarding the Director.

Revision history	Date adopted	November 2008
	Date revised	

2.6 ROLE OF THE EXECUTIVE COMMITTEE

Within existing policy, the Executive Committee has the freedom to act as needed and fulfills the function of the Parkland Regional Library Board between Board meetings so as never to interfere with Board policy, bylaws, or budget. The Board will respect and support any reasonable interpretation of Board policy by the Executive Committee.

- 2.5.1 The Executive sets the agenda for Board meetings and reports to the Board on actions taken.
- 2.5.2 The Executive evaluates the Director's performance based on organizational performance and written governance policy.
- 2.5.3 From its membership, the Executive Committee shall elect a Vice-Chair for the Board at the first Executive Committee meeting after the Board's organizational meeting.
- 2.5.4 The Chair may call emergency meetings of the Executive Committee as required, or at the request of two or more members of the Executive Committee.
- 2.5.5 No business shall be transacted at meetings of the Executive Committee unless a quorum of the members is present. The quorum for the Executive Committee shall be six members.
- 2.5.6 PRL's Executive Committee will have a maximum of ten members as allowed for by *The Libraries Regulation*. The Board Chairperson accounts for one seat on the committee. The remaining seats will be assigned based on a combination of geographical location and population.
- 2.5.7 On occasions when a person cannot be found to represent a geographical area on the Executive Committee, the municipalities from that geographical area will have until the conclusion of the first meeting of the Parkland Board after the organizational meeting to appoint an individual to the Executive Committee. If no person is forthcoming, then the seat representing that group of municipalities shall remain vacant until the next time the Executive Committee is appointed by the board during the next organizational meeting of the Parkland Board.
- 2.5.8 Should a sitting member of the Executive Committee be unable to continue as a member of the committee prior to the conclusion of their one-year term, representatives from that group of municipalities may appoint a new representative to the Executive Committee at the next board meeting.

Revision history	Date adopted	November 2008
	Date revised	February 2014; February 2015; February 2018; February 2019

2.7 CODE OF CONDUCT

The Board and its members shall operate in an ethical and businesslike manner representing the Board in a positive light, taking no private action that will compromise the Board and its decisions.

2.6.1 Board trustees shall:

- observe ethical standards with truth, integrity and honour,
- avoid situations where personal advantage or financial benefits may be gained at the expense of other library users,
- distinguish between their personal views and those of the institution by respecting the position of the Board, even though they may disagree,
- respect the confidential nature of library records within the framework which allows for the monitoring of material usage and the need for public accounting,
- respect the established structure of the library,
- attempt to work harmoniously with the Board and ultimately accept its will,
- limit their trusteeship role to policy governance and advocacy,
- use appropriate decorum when conducting business.

2.6.2 Trustees are expected to take responsibility for their personal development through continuing education opportunities and are encouraged to participate in provincial and national library organizations.

2.6.3 Trustees should support intellectual freedom in the selection of library material.

2.6.4 When a trustee is delegated by the Board to attend a specific function, those expenses reimbursed by any other group may not be claimed from Parkland Regional Library.

Revision history	Date adopted	November 2008
	Date revised	February 2015

2.8 ANNUAL AGENDA

To accomplish its job outputs consistent with Board policies, the Board will follow an annual agenda. The agenda will focus Board attention on governance priorities using a systematic approach.

Annually, the Board will engage in the following activities which include the following:

- Approval of budget.
- Board orientation and education.
- Director's evaluation – delegated to the Executive Committee as stated in policy 2.5.2 of "Role of the Executive Committee".
- Election of officers and Executive Committee.
- Organizational meeting.
- Policy evaluation, review & revision – while policies and bylaws can reviewed and changed at any time, Parkland policies and bylaws should be reviewed on even numbered years. The policies and bylaws for PRL Service Points should be reviewed in odd numbered years.
- Review and approve of audited statements.
- Review the Plan of Service/Strategic Plan.
- Review and approve PRL's Annual Report and the Annual Reports for PRL's Library Service Points – approval of the Parkland's service point annual reports is delegated to the Executive Committee as soon as possible after the required report is submitted to the Government of Alberta.
- Review investments – to be reviewed by the Executive Committee at least twice a year.
- Review the criteria for selecting Parkland Regional Library trustees attending the Alberta Library Conference – delegated to the Executive Committee prior to the November board meeting where ALC attendees are selected.

Revision history	Date adopted	November 2008
	Date revised	March 2012; February 2015

3. BOARD – DIRECTOR RELATIONSHIP

3.1 DELEGATION TO THE DIRECTOR

All authority delegated from the Board to staff is delegated through the Director so all authority and accountability of staff, as far as the Board is concerned, is considered to be the authority and accountability of the Director. The Board will establish governance policies and will delegate the implementation and subsidiary procedure development to the Director.

The Board will:

- 3.1.1 Direct the Director to achieve defined results, through Vision, Mission, Belief, Goals, and Objectives polices as established.
- 3.1.2 Limit the latitude of the Director in practices, methods, conduct and other means to achieve the Vision, Mission, Belief, Goals, and Objectives only through establishment of Director’s Parameters policies.
- 3.1.3 Authorize the Director to establish all further procedures, recommend new policy to the Board, make all decisions, and take all actions as long as they represent a reasonable interpretation of the Board policies.
- 3.1.4 Monitor the Director’s performance and it will be considered synonymous with organizational performance as a whole. Consequently, the Director’s job contributions can be stated as performance in only two areas:
 - accomplishment of the Board policies on Vision, Mission, Belief, Goals, and Objectives,
 - compliance with the Board policies on Director’s Parameters.
- 3.1.5 Monitor compliance with a given Board policy ongoingly in one or more of three ways:
 - Internal report: Disclosure of compliance information to the Board from the Director.
 - External report: Discovery of compliance information by a disinterested, external auditor, specialist, or consultant who is selected by and reports directly to the Board. Reports must assess executive performance only against policies of the Board, not those of the external party unless the Board has previously indicated that party’s opinion to be the standard.
 - Direct Inspection: Discovery of compliance by a Board trustee, a committee, or the Board through inspection of documents, activities or circumstances as directed by the Board which allows a “prudent person” test of policy compliance.

Revision history	Date adopted	November 2008
	Date revised	

4. DIRECTOR'S PARAMETERS

4.1 BUILDING USAGE (See the *Libraries Regulation*)

4.1.1 The Board recognizes the need to maximize use of the headquarters building to the advantage of Parkland Regional Library. However, at the discretion of the Director, the building and equipment may be rented by outside agencies for meetings, workshops, or conferences. Parkland Regional Library may charge fees as set at the discretion of the Director.

Revision history	Date adopted	November 2008
	Date revised	

4.2 COLLECTION DEVELOPMENT/ALLOTMENT

4.2.1 Acquisitions and Allotment

4.2.1.1 On a per capita basis, Parkland Regional Library will set an annual library material allotment budget for its public libraries in accordance with the membership agreement.

4.2.1.2 It is the responsibility of those municipalities without municipal boards to determine how book allotment is allocated.

4.2.1.3 Within federal laws protecting Canadian holders of book rights, the supplier of choice shall be the one which provides the best combination of the lowest price, the best availability, the fastest turnaround time, and best overall service.

4.2.1.4 The Board of Parkland Regional Library recognizes that the final responsibility for the selection of books for public library collections rests with the local library.

4.2.2 Collection Development (See the *Libraries Regulation*)

4.2.2.1 Parkland Regional Library provides a number of shared collections made up of both physical and electronic resources.

4.2.2.2 Parkland Regional Library Board believes in, and bases its collection development criteria on, the principals stated in the Canadian Library Association's *Statement on Intellectual Freedom*.

4.2.2.3 Resources will be selected according to the needs and demands of the Parkland community, access to other library resources, the composition of the present collections, and the budget available. The overall value of the material is the chief criterion for selection.

4.2.2.4 Parkland Regional Library staff will adopt and review on an as needed basis procedures for the selection, purchase, evaluation, handling, and maintenance of the shared collections.

4.2.2.5 Donated resources will be considered for addition to the collections if they are deemed suitable. Donations can be used or disposed of as Parkland Regional Library staff sees fit.

Revision history	Date adopted	November 2008
	Date revised	May 2014; February 2015

4.3 COMPUTER SECURITY

4.3.1 Parkland Regional Library Board recognizes the need for security of computer hardware, software, and information. To achieve this end, the Director will ensure procedural guidelines exist to ensure information technology resources are used appropriately and computer security is maximized. Anybody found to have violated this policy or the procedures established for the acceptable use of information technology and computer security may be subject to disciplinary or legal action.

Revision history	Date adopted	November 2008
	Date revised	

4.4 FINANCE (Required by *Libraries Regulation*)

- 4.4.1 The Parkland Regional Library Board's Finance Policy is developed to ensure the finances of Parkland Regional Library are managed in an efficient and accurate manner in accordance with generally accepted accounting principles, to provide a sound basis for the long-term financial management of the affairs of the System, and to conserve the assets of the System for the future. The Director shall ensure controls exist over assets, funds, accounting records, and preparation of financial information.
- 4.4.2 Allotment policy
As part of the regular budgeting process, the board provides a materials allotment for member libraries in accordance with the *Parkland Regional Library Agreement*. Following best practice, member libraries are expected to spend their allotment within the fiscal year in which the allotment is issued. If allotment funds belonging to member libraries are not spent by the end of June of the year following the year in which the funds were issued, Parkland Regional Library reserves the right to move the remaining unspent allotment from the previous fiscal year(s) from the member library's allotment account to any of the Library Materials Lines within Parkland's own budget for expenditure by Parkland Regional Library at the sole discretion of PRL staff.
- 4.4.3 Amortization of capital assets
Amortization is recorded as an expense in the current year. Capital assets are recorded at cost. Amortization is calculated using the diminishing balance method. Assets are amortized by group following the rates and classes as set by the *Canadian Income Tax Act*.
- 4.4.4 Audit
The auditor shall be appointed by the Executive Committee for a period of up to three consecutive years. Before an auditor is appointed, a Request For Proposal (RFP) for auditing services must be conducted. System financial records are prepared for audit as soon as reasonably possible after year end. The audited financial statement shall be received and approved by the Board. A copy of the audited financial statement shall be forwarded to each trustee, to each funding jurisdiction, and the Public Library Services Branch. The audited financial statement is a public document and will be made available on Parkland Regional Library's website.
- 4.4.5 Banking
From time to time, the Director will review the banking services provided to the system and report the findings to the Executive Committee.
- 4.4.6 Budget
In developing the budget, the Parkland Regional Library's Vision, Mission, Belief, Goals and Objectives and Plan of Service shall be followed. The draft budget is prepared by the Director for presentation to the Executive Committee in the late spring of the year preceding the budget year, and for the Board no later than at its fall meeting prior to November 1st. The

Board approved budget will then go to all municipal members for approval by December 1st of the year prior to the budget year.

- Budgets shall be written according to acceptable accounting standards.
- Budgets shall be based on Board-stated priorities, on long term administrative plans, and shall contain sufficient detail and information for decision making.
- Budgets shall be prepared with conservative estimates: revenue estimated at its minimum level and expenditures estimated at their maximum level.
- Replacement of capital assets will be reviewed ongoingly to ensure sufficient funds are included in the budget.
- Trustees will come to the fall meeting prepared to vote on the budget.

4.4.7 Capital Assets

All assets over \$1,000 will be capitalized. Assets under \$1,000 will be capitalized at the discretion of the Manager of Finance and Operations.

4.4.8 Computer Hardware Replacement

The Board of Parkland Regional Library recognizes the need for ongoing review and replacement of computer hardware, software, network servers, peripherals, and other IT equipment. The Director, or his/her designate, is to ensure that there is a yearly review of computer hardware, software, and related technology requirements and that sufficient funds are available to cover IT related purchases.

4.4.9 Contracts

The Director or designate is authorized to sign contracts on behalf of Parkland Regional Library. PRL may provide services to non-member municipalities, school authorities and other outside agencies on contract if it is deemed in the best interests of PRL. Contracts and agreements that result in major service changes will be discussed with the Executive Committee in advance where possible. Changes in contracts or significant new contracts will be reported to the Executive Committee. The decision to provide services shall be based on:

- the impact of the additional work required on service to present client libraries,
- the impact of additional services on available resources.

4.4.10 Cost of Living and Compensation

PRL prides itself on being a service oriented, progressive, and innovative employer.

Principles that guide our staff compensation:

- we pay what the position is worth to the organization.
- we recognize the skills and qualifications needed to do the job.

Compensation at PRL meets the following objectives:

- provides employees information about pay guidelines and salary ranges.

- supports a flexible organization that accommodates differences and changes in job requirements.
- reflects compensation that is comparable with the relevant labour market.
- provides guidelines to ensure that comparable jobs are paid equitably across the organization.
- rewards experience through movement on the grid to signify the increasing value of the employees and encourage retention.

PRL needs employees with a professional approach to their work, who are committed to PRL's success and responsive to the changing needs of its members. The compensation strategy is a tool to ensure that we are able to attract and retain the employees we need to be successful.

We will strive to provide a total compensation package that is competitive when employees are qualified and performing at a satisfactory level. The total compensation package includes a salary, plus indirect compensation including such benefits as medical, dental, pension plan, vacation time, sick time, and other types of paid leave; paid breaks, staff development, and opportunities for continuing education.

When considering compensation, we consider the rates paid for comparable positions by the following:

Librarians and Library Technicians: Red Deer Public Library and other mid-sized Alberta public libraries; Edmonton and Calgary Public Libraries.

IT staff: similar sized organizations in Alberta.

Operations staff: governmental organizations in Central Alberta.

Each position is assigned a pay level based on the qualifications and skill needed to perform at a satisfactory level. Experience is recognized through movement within the pay level assigned to the position.

Long service recognition is based on five year increments and recognized through a monetary reward.

In order to ensure that the grid remains current, changing costs of living will be based, within financial limitations, on the change in the Consumer Price Index, as reported by Statistics Canada, for 12 month ending May 30 for the year previous to the budget year.

The entire grid will be reviewed externally a minimum of every 5 years.

In order to ensure that employees understand the goals and outcomes of the process, the compensation policy is intended to be fair and simple. While it is sensitive to the financial realities of PRL, it is intended to ensure that PRL consistently attracts and retains the staff necessary to meet the needs of its members. All human resource decisions made by the Board will align with this policy.

4.4.11 Expense Reimbursement

Trustees or staff delegated to attend conferences or authorized meetings shall be paid reasonable expenses in accordance with budget provisions. Expense reimbursements are defined below. Whenever possible, receipts are to be submitted with expense claims.

- Mileage:

Mileage shall be paid at the per kilometre rate to PRL staff and trustees as laid out in the Finance Reimbursement Schedule. The rate is set annually in accordance with the Canada Revenue Agency per kilometre rate for the Province of Alberta or the official Government of Alberta rate, whichever is lower. This applies to travel authorized by the Director or the Board.

- Receipted Staff Expenses:

Reasonable travel expenses shall be paid when authorized in advance and when receipts are provided. These expenses include mileage, parking, taxi, economy class air fare (where applicable), cost of medium single room, reasonable meal, and other associated expenses. Other expenses may be authorized by the Director.

- Trustee Expenses:

Honoraria and expenses shall be paid to Board trustees attending committee meetings for System business designated by the Board or Board Chair. No honoraria shall be paid for conference attendance. Honoraria will be paid as set forth in the Finance Reimbursement Schedule. (See 2.6.4 for trustee expenses that are not eligible for reimbursement).

Expenses may include:

- mileage which shall be paid at the Board determined rate as found in the Finance Reimbursement Schedule,
- meals or accommodation with receipts, any other reasonable receipted expenses if an explanation and receipt accompanies the claim.

Un-receipted Expenses for Meals:

Un-receipted expenses will be paid at the rate set in the Finance Reimbursement Schedule which will include G.S.T. No tips will be paid on un-receipted meals.

4.4.12 Finance Fund Accounts

Movement of funds to or from fund accounts must be accompanied by a motion or according to policy. The minimum and maximum levels of the fund accounts will be reviewed within the context of the budget. Parkland's fund accounts are secured through PRL's current bank accounts, guaranteed investment certificates (GICs), and investment in bonds.

- Amortization Reserve

Purpose	Used for the residual value of capital assets once they have been purchased and to offset the ongoing amortization expense of assets.
Recommended	Sufficient funds to offset the ongoing amortization of capital assets.
Minimum Level:	None
Maximum Level	None

- Building Reserve

Purpose:	To provide for additions, replacements and repairs of a capital nature to the physical building and property of PRL.
Recommended	
Minimum Level:	\$250,000

- Contingent Liability and Consultation Reserve

Purpose:	To provide funds for possible severance or litigation payout not specifically covered by insurance and to pay for unbudgeted legal or other consulting services.
Recommended	
Minimum Level:	\$50,000.00

- Equipment/Furnishings Reserve

Purpose:	To acquire or replace furniture/fixtures and equipment (other than computer equipment.)
Recommended	
Minimum Level:	\$25,000
Maximum Level:	\$50,000

- Technology Reserve

Purpose:	To acquire or replace storage devices, networking devices, computer hardware, software, network servers, client loaner equipment, peripherals and other IT equipment of the sort required to maintain an automated organization.
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Recommended

Minimum Level: \$300,000

Maximum Level: \$500,000

Replacement Cost: A budgeted amount to cover current and future Computer Software, Hardware and Network Server costs shall be transferred to the Technology Reserve each year.

- Vehicle Reserve

Purpose: To replace Parkland Regional Library vehicles with the life of the vehicle being based on an estimation of resale value and reliability.

Recommended

Minimum Level: An amount to be designated each year per vehicle as part of a five year rolling vehicle acquisition and disposal plan, subject to the estimated salvage value of the retiring vehicles and the expected replacement cost.

Replacement Cost: A budgeted amount for future vehicle replacement shall be transferred to the Vehicle Reserve each year.

Unrestricted Operating Fund

PRL's auditors will make fiscal year-end adjustments for the net change invested in capital assets and all other adjustments as needed from the Unrestricted Operating Fund. This fund can also be used to offset operational costs at the discretion of the Board and/or Executive Committee.

4.4.13 Financial Statements

Financial statements (titled *Budget Update*) shall be prepared outlining the current year budget, year-to-date expenses, budget variances, and percentage expended. The latest financial statements shall be available for each Board meeting. The Director is responsible for overall supervision of expenditures relating to the budget. The Director shall report any financial anomalies to the Chair of the Board and/or the Executive Committee as soon as it is reasonably possible.

4.4.14 Fiscal Year

The fiscal year of Parkland Regional Library shall be January 1, to December 31, inclusive.

4.4.15 Inspection of Financial Records

The cheque register or any other financial documents will be available to any member of the Parkland Regional Library Board for examination on request.

4.4.16 Investments

The Parkland Library Board recognizes the need for sound investment practices to support operations and reserve fund accounts. Investment earnings are to be maximized through activities which minimize risk but should ensure the rate of return is greater than the rate of inflation over the long term. To this end, funds shall be committed to appropriate investment vehicles until they are needed for current expenses.

Normally, Parkland has both long term and short-term investment strategies.

Long term strategies may include PRL's investment in vehicles such as, but not limited to, equities, mutual funds, and bonds. The Executive Committee is responsible for, and must approve all decisions relating to, PRL's long term investments. Parkland's Director and/or designate is then responsible for implementing the investment decisions of the Executive Committee.

Short term investments may include, but are not limited to, guaranteed investment certificates (GICs) and the management of funds in PRL's current bank account(s). The Director and/or designate has full discretion to make decisions and changes to PRL's short term investments.

4.4.17 Purchasing

The Director is authorized to purchase up to \$5,000 on the basis of catalogue selection or best buy.

Amounts over \$5,000 should be submitted for two or more competitive quotes except in emergency cases, or in the case of automation-related purchases or where contracts exist for specified products or services.

When a higher priced item is selected, a written explanation shall be documented explaining the reasons for the purchase.

The Director is authorized to move up to \$5,000 per reserve per fiscal year for unbudgeted purchases into operations. The residual value of capital purchases will be calculated and

moved to the Amortization Reserve. The Director will inform the Executive Committee and Board each time funds are moved from reserves to make purchases.

The Director is authorized to apply for, and expend grants as defined by the specific grant program. Grant applications and expenditures will be reported to the Executive Committee and/or the Board.

If emergency expenditures are incurred, they will be reported to the Executive Committee and or the Board at the earliest opportunity with possible retroactive approval for movement of funds from the appropriate reserve.

4.4.18 Security of Financial Records

Parkland Regional Library's financial records shall be maintained on computer, with protected access to ensure the security of the records. The back-up accounting records shall be stored in a secure off-site location. Essential records (payroll, pension and employee files) and contracts shall be stored in a locked fire-proof filing cabinet.

4.4.19 Signing Authority Policy

Two signing authorities are required on each cheque or electronic transaction. The signing authorities shall be the Director, three other senior staff members other than the Manager of Finance and Operations, and two designated trustees. Upon appointment to the position, the Director automatically becomes a signing authority. The trustee signing authorities shall be appointed by a motion of the Board. Staff signing authorities shall be appointed by the Director. The Director, plus one member of the staff, may authorize cheques or electronic transactions with a value of up to \$45,000. Cheques or an electronic transaction of a value over \$45,000 shall be authorized by one of two trustees appointed by the Board to be signing authorities. In the absence of the Director, the authorization of one staff signing authority, plus one trustee, or the authorization of the two designated trustees are required.

The Manager of Finance and Operations and Finance Technician do not authorize cheques or electronic transitions authorizing/releasing of funds. They are allowed: access to banking information, to report stop payments, have safety deposit box access, can pick up/access bank statements, have access to electronic services such as resetting passwords, printing audit reports on user's activity, and setting up new vendors. Authorization shall be provided from a signing authority before the creation of a new vendor account eligible for electronic transfers.

All signing authorities may have access to safety deposit box and information related to financial transactions.

Electronic banking shall be limited to PRL computers or spaces approved by the Library's IT manager. At no time should electronic banking occur on a public Wi-Fi network. Computers utilized shall have proper updates installed, firewalls activated and where using a Wi-Fi network, that that network is properly secured. Passwords shall be kept confidential and follow a strong naming convention.

Revision history	Date adopted	November 2008
	Date revised	February 2009, May 2009, September 2009, May 2010, September 2010, November 2010, February 2011, September 2012, November 2013, September 2014; February 2015, September 2016; November 2016; May 2017; September 2017; January 2019

4.5 GIFTS AND DONATIONS (See the *Libraries Regulation*)

4.5.1 Parkland Regional Library is pleased to accept gifts and donations which contribute to the accomplishment of its goals. Gifts to Parkland Regional Library will be accepted only on the condition they become the property of the regional library, to be used or disposed of as the library decides. Gifts and donations will be accepted only for System use, and are not restricted for the use of any one district or library. Gifts and donations of library material will be subject to the same selection guidelines as material that is selected for purchase. Parkland Regional Library cannot give receipts for income tax purposes because it is not incorporated as a registered charity. Gifts given to member libraries are considered to be outside the jurisdiction of the Parkland Regional Library Board and are the sole responsibility of the participants. Parkland Regional Library does not provide donations of cash.

Revision history	Date adopted	November 2008
	Date revised	September 2017; January 2019

4.6 HOURS OF OPERATION (See the *Libraries Regulation*)

4.6.1 Regular Business Hours

The work week normally consists of 35 hours. Employees may be required to work a flexible schedule. Core office hours for access by the public or PRL’s clients are from 8:30 a.m. to 4:30 p.m., Monday through Friday, except on designated holidays and Board Days. For designated holidays and Board Days, see the Parkland Regional Library *Human Resource Manual*.

Revision history	Date adopted	November 2008
	Date revised	

4.7 INFORMATION AND DOCUMENT MANAGEMENT

4.7.1 Confidentiality of Users' Records (Required by *Libraries Regulation*)

4.7.1.1 Parkland Regional Library shall abide by the provisions of the *FOIP Act*. It shall keep all records of its users confidential unless required for legal purposes under court orders.

User records are defined as follows:

- information and questions asked of Reference Library Staff,
- interlibrary loan material requested or obtained,
- patron information and associated circulation data held in the union database.

4.7.2 Personal Information Banks (Required by *FOIP Act*)

4.7.2.1 Current Board Trustees List

- Location: Finance and Operations Unit
- Information Maintained: name, contact information, SIN
- Legal Authority: *Alberta Libraries Act, FOIP Act*
- Accessed By: Finance and Operations Staff
- Used For: contacting Board trustees

4.7.2.2 PRL Staff Address List

- Location: Finance and Operations Unit
- Information Maintained: name and contact information
- Legal Authority: *Libraries Regulation, FOIP Act*
- Accessed By: all PRL staff
- Used For: contacting PRL staff members at home

4.7.2.3 Public Library Address List

- Location: Finance and Operations Unit
- Information Maintained: name(s) of library staff, board chair, library manager's home telephone number, and the contact information for the library.
- Legal Authority: *FOIP Act*
- Accessed By: all Parkland Regional Library staff, public library staff
- Used For: contacting library staff members at home and recording the names of client library board chairs.

4.7.2.4 Personnel Files

- Location: Finance and Operations Unit and Director's Office
- Information Maintained: names of staff, contact information, birth date, SIN, Provincial Health Care number, payroll information, marital status, voluntary emergency contact information and health concerns information, family contact information, information on family members including birth date, Provincial Health care number(s), spousal insurance information, beneficiary information (for Blue Cross, and pension), resumes, performance evaluations, doctor's notes, complaint/grievance information, educational credentials, records of professional development courses taken, other miscellaneous correspondence and documentation.
- Legal Authority: *Libraries Regulation, FOIP Act*
- Accessed By: Director and Finance and Operations staff
- Used For: employment purposes required by federal tax law, to meet provisions of the Parkland Regional Library pension plan, payroll, performance evaluations, and general employee work record.

4.7.2.5 Registered Borrower Records

- Location: Technology Infrastructure Unit (maintained on PRL's integrated library system)
- Information Maintained: name, contact information, library card number, general (optional), guardian information where applicable, items out, holds, membership expiry date, current/historical fines and fees, customer type, last use, number of uses, registering library, mail or telephone contact information for hold and overdue notices.
- Legal Authority: *Alberta Libraries Act, Libraries Regulation, FOIP Act*
- Accessed By: all Parkland Regional Library staff and public library staff.
- Used for: the circulation of library resources by patrons, the collection of fees, fines, user statistics, library card expiration dates and investigation into customer accounts in order to respond to customer inquiries and correspondence.

4.7.2.6 Sign in Sheets

- Location: Finance and Operations Unit
- Information Maintained: name, date, time in, time out, and depending on which sign in sheet it is, the organization a person represents.
- Legal Authority: *FOIP Act*
- Accessed By: all Parkland Regional Library staff, member library staff, Parkland Board members, and members of the public
- Used for: Monitoring when staff and guests are in the building for security and emergency evacuation purposes.

4.7.3 Records Management (Required by *FOIP Act*)

The storage of files is to be kept to the legal minimum consistent with the efficient operation of the organization and the preservation of a meaningful historical record of Parkland Regional Library. Where records are deemed to be vital, the confidentiality or security of the files and the implications of their possible loss or destruction should be taken into account.

4.7.3.1 Storage of Records

- Essential records of Parkland Regional Library shall have special protection in a fire-proof filing cabinet or shall be stored off site. Other documents are maintained in administrative or employee work areas.

The following are deemed to be essential records:

- board and committee minutes,
- current contracts and service/maintenance agreements,
- database of books held in Parkland Regional Library and member libraries,
- deed to and survey of the property,
- current employee records,
- financial statements and other financial records,
- insurance policies,
- inventory of furniture and other assets,
- membership agreements that form Parkland Regional Library,
- personnel files,
- Policy Manual (including old policies),
- Procedures Manual,
- blueprints.

4.7.3.2 Records Retention

Administrative files shall be purged annually and records moved, archived, or destroyed as appropriate. Staff is responsible for maintenance of their own current and working files. Any significant documents received by any member of the staff shall be retained as administrative or essential files, with copies only in working files.

The following records shall be retained permanently:

- annual reports and audits,
- board and committee minutes,
- building drawings and blueprints (as built and modified), specifications,

- correspondence with historical significance,
- pension plan records,
- master policy and procedure manuals, as modified.

The following records shall be retained for ten years after expiry or termination:

- accident/incident reports including Worker’s Compensation Board claims,
- contracts and legal agreements,
- personnel files of individual employees,
- publications (some publications may be retained permanently).

The following shall be retained for six years after the year to which they relate:

- financial documents including Income Tax, cancelled cheques, particulars of payroll deductions and other employee tax information.

The following shall be retained for five years after the year to which they relate:

- non-essential financial and vacation, sick-leave, records, archived correspondence,
- non-essential administrative files, correspondence and records,
- budgets.

The following shall be retained for one year after the year to which they relate:

- job applications (unsolicited and unsuccessful).

The following shall be retained until they expire:

- warranties.

Revision history	Date adopted	November 2008
	Date revised	May 2014; February 2015; January 2019

4.8 LIBRARY SERVICE POINTS FOR WHICH PARKLAND REGIONAL LIBRARY IS THE GOVERNING BOARD (Required by *Libraries Regulation*)

- 4.8.1 Parkland Regional Library's role is to support the local public library in providing service to the community. In order to protect the investment of Parkland's members in the provision of public library service, as of December 31, 2002, Parkland will no longer accept any more applications for library service points (outlet libraries) where Parkland Regional Library Board is the governing board.
- 4.8.2 The Board of Parkland Regional Library shall adopt policies specifying the local conditions which must be met in order for existing library service points to be eligible to receive 1) service from Parkland Regional Library, and 2) for the Parkland Regional Library Board to act as the governing board for library service point. Some additional special conditions shall apply to library service points housed in schools.
- 4.8.3 Parkland Regional Library as the governing board for a library service point shall have a Memorandum of Agreement between Parkland Regional Library Board and the municipal district in which the library service point is located.
- 4.8.4 A community group (to be known as the Local Society) must agree to take local responsibility for the operation of the library service point. This Local Society must be a legally constituted group. There shall be an agreement between Parkland Regional Library and the Local Society for provision of specified library service for each community. Agreements renew automatically on their annual anniversary date. For any party to withdraw from their agreements, ninety (90) days written notice must be given. However, the notice period may be waived with the mutual consent of both parties to the agreement.
- 4.8.5 As the governing board, Parkland Regional Library Board is legally obligated to pass policies and bylaws for its library service points subject to the *Alberta Libraries Act*. The Local Society and library staff and/or volunteers must comply with the provisions of all policies, bylaws, and agreements established for library service points. When Parkland Regional Library becomes aware of non-compliance with any Parkland Regional Library policy, bylaw, or agreement applying to library service points, written notification will be given to the staff and/or volunteers of the library service point and to the Local Society. After non-compliance, Parkland Regional Library will have the right to withhold grant funds and/or cease all association, responsibility, and liabilities relating to the library service point. Parkland Regional Library Board will cease to be the governing board.
- 4.8.6 In the event the dissolution of a library service point is considered, that decision will be taken in consultation with the municipal district in which the library service point resides.
- 4.8.7 Should dissolution occur, the assets lodged in the library service point will be disposed of by a joint committee made up of individuals from Parkland Regional Library and individuals appointed by the municipal district in which the library service point is located.

- 4.8.8 Parkland Regional Library shall provide an additional book allotment based on a fixed population of 200 at the current per capita book allotment rate. This allotment is in addition to the regular book allotment which is based on the population figures allocated by the Municipal District in which the library service point resides.
- 4.8.9 When a Local Society contributes \$200 or more towards the library's operation, Parkland Regional Library will provide a maximum matching \$200 to the local library to support the library's operation.

Public Library Service Points Housed in Schools

- 4.8.10 If a library service point is operated in a school, then every effort will be undertaken to ensure independent operation of the public service and to ensure limited access by the school and its students to Parkland services, thereby avoiding subsidization of non-contributing organizations.
- 4.8.11 Ownership of books in a joint facility must be clearly defined. Parkland does not give such services as cataloguing to a non-client. Any arrangements made between the Local Society group and the hosting school for donations of books to the school library are the business of the Local Society and do not involve any service from Parkland Regional Library. The Local Society may not expend any funds in support of school service such as, but not necessarily limited to, the operating grant, library services grant or allotment that come to the society for the provision of public library service.
- 4.8.12 Given its position as the governing board, the Parkland Regional Library Board retains the right to allocate and disburse all funds such as, but not limited to, the operating grant, library services grant, or allotment.
- 4.8.13 As required by the Alberta *Libraries Regulation*, the Parkland Regional Library Board will enter into an agreement with the school authority setting out the responsibilities of the Board and the school authority for the operation of the library, including the responsibilities of the employees and volunteers of both.

See Parkland Regional Library Outlet Policies and Bylaws for which PRL is the Governing Board

Revision history	Date adopted	November 2008
	Date revised	May 2014; February 2015

4.9 HEALTH AND SAFETY

4.9.1 Occupational Health and Safety (Required by *Occupational Health and Safety Code*)

Parkland Regional Library Board and Management are committed to providing a safe and healthy workplace for all workers and a health and safety management program that protects their workers, Board trustees, and others including the general public, who enter PRL property. To this end, the Director will ensure the health and safety management program remains active and meets legislative requirements through procedures as found in, but not limited to, the *Human Resource Manual*.

4.9.2 Violence (Required by *Occupational Health and Safety Code*)

Parkland Regional Library Board and Management believes in the prevention of violence and promotes a violence-free workplace in which all people respect one another and work together to achieve common goals. Any act of violence committed by or against any worker or member of the public is unacceptable conduct and will not be tolerated. To this end, the Director will ensure procedures for dealing with violence in the workplace are in place that meet legislative requirements and protect members of the public and workers. These procedures are found in, but not limited to, the *Human Resource Manual*.

4.9.3 Working Alone (Required by *Occupational Health and Safety Code*)

When working alone, Parkland Regional Library Board and Management makes every effort to ensure the safety of its workers both at the library and while traveling. To this end, the Director will ensure working alone procedures are in place that meet legislative requirements. These procedures are found in, but not limited to, the *Human Resource Manual*.

Revision history	Date adopted	November 2008
	Date revised	February 2015

4.10 PERSONNEL (See the *Libraries Regulation*)

- 4.10.1 The Parkland Regional Library Board shall ensure that all employees are treated in a fair and dignified manner. To this end, the Board shall ensure the Director establishes standards, methods, and procedures to ensure a work force that can carry out the functions required by the Board within the limits of all relevant legislation. As such, the Board shall ensure the Director develops a *Human Resource Manual* which includes, but is not necessarily limited to, compensation, job descriptions and performance appraisals for employees and volunteers, qualifications for staff positions, working hours, conditions of employment, benefits, pension, a disciplinary procedure, and a grievance procedure. These terms and conditions of employment shall be binding on all employees. The Board shall be informed of all changes to the *Human Resource Manual*.
- 4.10.2 The Board must be informed of changes to Parkland Regional Library's organizational chart. The creation of new positions requiring the establishment of new job descriptions or the elimination of positions requiring the deletion of job descriptions must be approved by the Board.

Revision history	Date adopted	November 2008
	Date revised	September 2009; February 2015

4.11 RESOURCE SHARING (See the *Libraries Regulation*)

4.11.1 Parkland Regional Library shares responsibility with provincial partners for coordinating resource sharing activities and providing resources and information to other libraries. To this end, Parkland Regional Library lends materials in accordance with all resource sharing legislation and agreements.

Parkland Regional Library is set up as one library system with all materials equally accessible to member libraries and patrons.

Revision history	Date adopted	November 2008
	Date revised	September 2014

4.12 SERVICE TO PERSONS UNABLE TO USE CONVENTIONAL PRINT MATERIALS (See the *Libraries Regulation*)

4.12.1 Non-Print Resources

- Individual patrons with a valid Parkland card may request audio books and download e-audio books from PRL’s collections and audio books through interlibrary loan. Other resources and materials will be provided depending on circumstances and availability.

Revision history	Date adopted	November 2008
	Date revised	May 2013; February 2015

5. BYLAWS

5.1 THE TERMS AND CONDITIONS UNDER WHICH PUBLIC LIBRARY PROPERTY MAY BE USED OR BORROWED BY MEMBERS OF THE PUBLIC

(See the *Libraries Act*)

The loan period shall be three weeks with three renewals for print and audio books, and one week for DVDs and compact disks, unless otherwise specified by library staff.

There shall be a limit of 50 items borrowed per borrower's card as circulated through the Integrated Library Service (ILS). Audiovisual items have a limit of twenty items per borrower card. Materials that can be downloaded such as eBook and eAudio books, or streaming media services, have check out limits that vary and access may be subject to the limitation imposed by subscription agreements.

Library staff shall be allowed discretion in setting such loan periods and number of items lent under extenuating circumstances as deemed in the best interest of patron convenience and library collection maintenance.

5.2 PENALTIES TO BE PAID BY MEMBERS OF THE PUBLIC FOR ABUSE OF BORROWING PRIVILEGES (See the *Libraries Act*)

Penalties for overdue items shall be imposed at a rate of \$0.25 per day, per item, with a two-day grace period, to a maximum of the dollar value of the item.

The replacement cost of damaged materials must be paid by the borrower. If an overdue item is considered lost, the patron must pay the accumulated fines in addition to the replacement cost of the item.

5.3 THE TERMS AND CONDITIONS UNDER WHICH BORROWING PRIVILEGES MAY BE SUSPENDED OR FORFEITED (See the *Libraries Act*)

Patrons will be notified regarding overdue library materials. After the fourth notification, overdue library materials will be assumed lost and the patron shall be charged the total replacement cost of the item(s).

Borrowing privileges will be suspended when the overdue fines have reached \$25.00 or more, and will be reinstated upon the return of the overdue item(s) and the payment of the accumulated fines.

Abuse of borrowing privileges, mutilation or destruction of library materials or other actions considered inappropriate by PRL staff, may result in withdrawal of card privileges or imposition of fines and penalties, or both.

5.4 ADMITTANCE TO THE HEADQUARTERS BUILDING (See the *Libraries Act*)

As Parkland Regional Library headquarters does not function as a public library, the general public does not require access to the facility. Parkland Regional Library staff will redirect members of the public to other area libraries and institutions as appropriate.

System personnel, client library personnel and Board trustees, along with representatives of other businesses, agencies or institutions having business with the System, will have access to the headquarters building during regular hours of operation (Monday to Friday, 8:30 a.m. - 4:30 p.m.).

No access to the headquarters building (other than for PRL employees) outside of regular operation hours shall be permitted without the authorization of the Director and/or designated staff.

5.5 FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY BYLAW

(Required by *FOIP Act*)

As a public body under the *Freedom of Information and Protection of Privacy Act (FOIP)*, the Board allows access to its records while ensuring the protection of privacy of individuals' personal information.

The Board designates the Director as the Head, in accordance with the *FOIP Act*. The Head may delegate specified responsibilities in writing of the Act.

Fees are payable in accordance with the *FOIP Act* as outlined in the *FOIP Regulation*.

Revision history	Date adopted	November 2008
	Date revised	February 2015; May 2017; January 2019; February 2019

APPENDIX I

FINANCE REIMBURSEMENT SCHEDULE

Trustee Honoraria:	\$100 per 1/2 day
	\$200 per full day
Mileage Rate:	\$0.505 per kilometre
Un-receipted Expenses:	Breakfast \$8
	Lunch \$12
	Dinner \$20

The purchase of alcoholic beverages will not be permitted as a trustee expense.

Expenses incurred by trustees for attending regular board meetings will not be reimbursed.

Revision history	Date adopted	November 2008
	Date revised	January 2010; September 2015; January 2019

APPENDIX II

FINANCE POLICY – RESERVES

Amortization Reserve

Movement of funds to or from fund accounts must be accompanied by a motion or according to policy. The minimum and maximum levels of the fund accounts will be reviewed within the context of the budget. Parkland's fund accounts are secured through PRL's current bank accounts, guaranteed investment certificates (GICs), and investment in bonds.

HISTORY: New in 2010

YEAR	SOURCE	AMOUNT
2010	Transfer from Unallocated Year-End Reserve	\$128,000
2010	Capital Asset/Amortization Net Change in Account	\$ 4,821
2011	Net Adjustment	\$ 20,687
2012	Net Adjustment	\$ 42,647
2013	Net Adjustment	(26,896)
2014	Net Adjustment	\$ 22,538
2015	Net Adjustment	\$ 29,880
2016	Net Adjustment	\$ 13,872
2017	Net Adjustment	\$ 5,629
2018	Net Adjustment	\$ 11,574
TOTAL AMORTIZATION RESERVE		\$ 252,762
		=====

Building Reserve

Recommended Minimum Level - \$250,000

HISTORY

YEAR	SOURCE	AMOUNT
1981	Operations - Surplus	\$ 210,025
1982	Operations - Deficit	(41,025)
1983	Operations - Deficit	(21,000)
1984	Operations - Surplus	12,000
1985	Operations - Deficit	(78,901)
1986	Operations - Surplus	54,088
1987	Operations - Deficit	(15,187)
1989	Interest Earned to 1989	24,718
	Reserve	\$144,718
1989	Sale of Portable Building	\$ 21,111
	Interest Earned	1,429
1992	Transfer from Escrow Account -Building	31,255
	Federal Sales Tax Rebate	21,385
	Purchases	(9,692)
1993	Photocopier	(4,607)
	Portable Walls	(2,560)
	Computer - 486	(3,599)
	Multimedia	(2,983)
1994	Lawnmower	(540)
	Snow-stop flashing	(1,956)
	Transfer to Capital Replacement-Equipment Reserve	(65,000)
1995	-----	-----
1996	Security System Upgrade	(1,907)

1997	Snow-stop flashing	(2,862)
	Unspent R/M Budget	2,095
1998	Unspent R/M Budget	909
	Sidewalk lifting, painting, repair eaves, patch stucco	(19,388)
1999	Operations - Surplus	17,192
1999	Unspent R/M Budget	1,018
2000	Unspent R/M Budget	674
2001	-----	-----
2002	-----	-----
2003	Lighting Upgrade	(8,924)
2004	Lighting Upgrade Completion	(6,950)
2004	Unspent R/M Budget	557
2004	Operations – Surplus	7,232
2005	-----	-----
2006	Operations – Surplus	6,393
2007	-----	-----
2008	Operations – Surplus	125,000
2009	-----	-----
2010	The net change invested in capital assets to the change in the net book value of respective capital asset accounts	28,522
2011	The net change invested in capital assets to the change in the net book value of respective capital asset accounts	24,886
2012	Window Upgrade	(7,772)
	Transfer to Technology Reserve (to reduce this reserve to maximum)	(46,237)
2013	-----	-----
2014	-----	-----

2015	New heating/cooling system, work flow study	(149,992)
2016	Transfer Unrestricted Operating Fund	149,992
2017	-----	-----
2018	-----	-----
TOTAL BUILDING RESERVE		\$250,000
		=====

Contingent Liability Reserve

Recommended Minimum Level - \$50,000

HISTORY

Talking Books Reserve

YEAR	SOURCE	AMOUNT
1983	Operations – Surplus	\$ 7,500
1984	Operations – Surplus	7,500
1985	Operations – Surplus	7,500
1986	Transfer to Operations	(5,000)
1989	Interest Earned to 1989	9,741
	Talking Books Reserve	\$27,241

Special Projects Reserve

YEAR	SOURCE	AMOUNT
1988	Transfer from Building Account	\$ 64,345
1989	Operations – Surplus	15,000
	Interest Earned to 1989	13,384
1990	Initial Bookstore Stock	(43,423)
	Special Projects Reserve	\$ 49,306
	SUB-TOTAL	\$ 76,547
1994	Transfer from ACRES to provide for long-term employee	45,000
1995	-----	
1996	Extra-ordinary expense	(11,843)

1997	Extra-ordinary expense	(1,650)
1998	-----	
1999	Transfer to Computer Reserve	(58,054)
2000	-----	
2001	-----	
2002	-----	
2003	-----	
2004	-----	
2005	-----	
2006	-----	
2007	-----	
2008	-----	
2009	-----	
2010	-----	
2011	-----	
2012	-----	
2013	-----	
2014	-----	
2015	-----	
2016	-----	
2017	-----	
2018	-----	
TOTAL CONTINGENT LIABILITY RESERVE		\$50,000 =====

Equipment/Furnishings Reserve

Recommended Minimum Level - \$25,000

Recommended Maximum Level - \$50,000

HISTORY

YEAR	SOURCE	AMOUNT
1994	Transfer from Contingency Reserve and Capital Replacement - Building Reserve	\$ 65,000
1995	-----	
1996	Canon Fax Machine	(1,780)
1997	Fax Software/Scanner	(1,103)
1998	-----	
1999	-----	
2000	-----	
2001	-----	
2002	Nortel Telephone System	(16,707)
2003	Panasonic Photocopier	(11,240)
2004	Operations – Surplus	22,330
2005	-----	
2006	Designated 2006	6,600
2007	Designated 2007	7,000
2008	Designated 2008	9,000
2009	Designated 2009	8,200
2010	The net change invested in capital assets to the change in net book value of respective capital asset accounts	(4,863)
2011	Transfer from Unallocated Year-End Reserve	12,500
2011	The net change invested in capital assets to the change in net book value of respective capital asset accounts	24,560

2012	Equipment purchases	(1,082)
2012	Transfer funds to Technology Reserve (to reduce reserve to maximum)	(19,294)
2013	Book Carts	(14,278)
2014	-----	
2015	-----	
2016	Transfer from Unrestricted Operating Fund	22,827
2016	Equipment purchases	(8,549)
2017	-----	-----
2018	-----	-----
TOTAL EQUIPMENT/FURNISHINGS RESERVE		\$50,000
		=====

G.S.T. Reserve

HISTORY: New in 2003

YEAR	SOURCE	AMOUNT
2003		\$37,800
2004	Operations – Surplus	28,626
2005	Dodge Caravan PRL	(21,729)
2005	Operations – Allotment	(20,000)
2006	Moved to Operating Emergency Reserve	(24,697)
TOTAL G.S.T. RESERVE		\$ 0
=====		

Operating Emergency Reserve

HISTORY: New in 2005

YEAR	SOURCE	AMOUNT
2005	Transfer from Staff Contingency Reserve	\$23,537
2005	Transfer from Utility Contingency Reserve	\$34,779
2006	Transfer from G.S.T. Reserve	\$24,697
2007	Transfer from Surplus Reserves	\$83,410
2007	Transfer to Operating for Governance Review	(8,720)
2008	Transfer from Surplus Reserves	\$ 6,711
2008	Year-end deficit	(55,650)
2009	-----	
2010	-----	
2011	-----	

2012	Transfer from Surplus Reserves	\$49,096
2012	Moved to the newly created Unrestricted Operating Fund	(157,859)
2012	Discontinue Reserve	
TOTAL OPERATING EMERGENCY RESERVE		\$ 0
		=====

Technology Reserve

Recommended Minimum Level - \$300,000

Recommended Maximum Level - \$500,000

HISTORY:

YEAR	SOURCE	AMOUNT
1982	Operations - Surplus	\$ 50,000
1983	Operations - Surplus	50,000
1984	Operations - Deficit	(85,497)
1985	Operations - Surplus	92,177
1986	Computer Capital	206,653
1987	Computer Capital	190,593
1988	Desk-Top Publisher	(19,098)
	Re-Con Work	(13,446)
	Interest Earned to 1989	110,009
1989	Bibliofile	(51,571)
	Interest Earned to 1989	110,009
1990	Sobeco Contract	(212,958)
1991	Sobeco Contract	(20,597)
1992	Sobeco Contract	(3,442)
1993	NCR Memory	(8,000)
1994	Computer - 486	(2,662)
	MultiLIS Training	(3,304)
	Network	(35,941)
1995	Network additions	(47,311)
	Authority Control	(31,776)
	Sale of NCR Tower	560
1996	Automation Pilot Project	(4,244)
	Internet Set-up	(7,967)
	Computer Up-grade	(30,334)

1997	-----	
1998	APLEN & Restructuring Grant	79,783
	Dynix Automation System	(105,756)
1999	Operations - Surplus	48,898
1999	Transfer from Contingent Liability	58,053
1999	Dynix System Final Bill	(5,566)
2000	Operations - Surplus	48,070
2001	Computer hardware/software upgrades	(50,000)
2002	Transfer from Surplus Reserves	196,227
	Horizon System & Computer Upgrades	(212,075)
2003	-----	
2004	Operations – Surplus	29,932
2004	Unspent Computer Replacement Budget	601
2005	Operations – Surplus	80,582
2005	Designated 2005	42,556
2005	Unspent Computer Replacement Budget	163
2005	HIP	(22,780)
2006	Operations – Surplus	68,033
2006	Designated 2006	42,556
2007	-----	-----
2008	Designated 2008	25,685
2009	Designated 2009	3,823
2010	Designated 2010	7,068
2010	The net change invested in capital assets to the change in the net book value of respective capital asset accounts	25,754
2011	Per Budget	35,000

2011	Transfer from Unallocated Year-End Reserve	97,284
2011	Technology purchase	(31,707)
2011	The net change invested in capital assets to the change in the net book value of respective capital asset accounts	20,404
2012	CIP Grant	30,000
2012	Per Budget	35,000
2012	Technology Purchases and Project work	(134,136)
2012	Transfer of funds from Building Reserve	46,237
2012	Transfer of funds per board motion	19,294
2013	Per Budget	15,000
2013	Technology purchases	(19,013)
2014	Per Budget	45,620
2014	Technology purchases/computers for Libraries	(101,997)
2015	Technology purchases/computers for Libraries	(196,045)
2016	Technology purchases/computers for Libraries	(157,097)
2016	Transfer of funds from Unrestricted Operating Fund	100,000
2017	Technology purchases/computers for Libraries	(61,675)
2017	Transfer of funds from Unrestricted Operating Fund	200,000
2018	Technology purchases/computers for Libraries	(109,020)
	TOTAL TECHNOLOGY RESERVE	\$ 282,193

Vehicle Reserve

Minimum Level: An amount to be designated each year per vehicle as part of a five year rolling vehicle acquisition and disposal plan, subject to the estimated salvage value of the retiring vehicles and the expected replacement cost.

Replacement Cost: A budgeted amount for future vehicle replacement shall be transferred to the Vehicle Reserve each year.

HISTORY:

YEAR	SOURCE	AMOUNT
1982	Operations - Surplus	\$ 7,554
1989	Cube Van Purchase	(14,072)
	Interest Earned to 1989	6,518
1990	Balance of Rocky/Caroline Reserve	2,181
1993	Sale of Old van	800
1994	Transfer from ACRES	20,000
1995	Sale of Cube Van	4,774
1996	Purchase of 1996 Dodge van	(20,497)
	Trade in of ACRES van	1,500
1997	-----	
1998	Designated 97 & 98 minimum	10,000
1999	Designated 1999	5,000
2000	Operations Surplus	5,000
	Purchase of 2000 Chevy Van	(26,430)
	Sale of 1996 Dodge Van	4,245
	Designated 2000	5,000
2001	Designated 2001	5,000
2002	Designated 2002	5,000
2003	Designated 2003	5,000
	Purchase of 2003 Chevy Van	(27,804)
	Sale of 2000 Chevy Van	10,700

2004	Designated 2004	5,000
2005	Designated 2005	10,000
2006	Designated 2006	15,000
2007	Designated 2007	15,000
2007	Sale of 2003 Chevy Van	8,633
2008	Designated 2008	15,000
2008	Purchase Dodge Caravan	(22,348)
2008	Sale of Dodge Caravan	7,500
2009	Designated 2009	15,000
2009	Sale of 2006 Chevy Van	6,240
2010	Designated 2010	15,000
2010	The net change invested in capital assets to the change in the net book value of respective capital asset accounts	12,336
2011	Per Budget	15,000
2011	Purchase 2011 Cargo Van	(29,811)
2011	Sale of 2008 Cargo Van	5,333
2011	The net change invested in capital assets to the change in the net book value of respective capital asset accounts	7,370
2012	Per budget	15,000
2012	Purchase Ford Flex and 2012 Cargo Van	(58,728)
2012	Sale of 2008 Caravan and 2009 Cargo van	13,116
2013	Per Budget	15,000
2014	Per Budget	15,000
2014	Transfer funds from Unrestricted Operating Fund	75,000
2014	Sale of 2011 Cargo Van	8,976

2014	Purchase of 2014 Cargo Van	(28,578)
2015	Sale of 2012 Cargo Van	10,051
2015	Purchase of 2015 Cargo Van	(30,000)
2016	-----	
2017	Sale of 2014 Cargo Van	8,000
2017	Transfer of funds from Unrestricted Operating Fund	30,000
2017	Purchase of two 2017 Cargo Vans	(62,146)
2018	Purchase Ford Transit and Dodge Caravan	(35,500)
TOTAL VEHICLE RESERVE		\$ 70,174
		=====

Operating Reserve

2004 As set by Board Policy = \$150,000

2005 As set by Board Policy = \$150,000

HISTORY

YEAR	SOURCE	AMOUNT
1987	Operations – Surplus	\$ 4,617.73
1988	Operations – Surplus	5,753.95
1989	Change in accounting principles to recognize Warehouse books as inventory	55,479.94
	Operations – Surplus	31,647.99
1990	Operations - Interest on reserves no longer allocated to reserves	115,460.82
1991	Operations – Deficit	(23,293.39)
1992	Operations – Surplus	12,828.79
1993	Operations – Deficit	(29,454.70)
1994	Operations – Surplus	19,223.73
1995	Operations – Deficit	(2,178.58)
1996	Operating – Deficit	(38,902.89)
1996	Adjustment	(3,846.78)
1997	Operating - Surplus	12,944.76
1998	Operating - Surplus	66,309.10
1999	Transfers to Reserves	(72,108.42)
1999	Operating - Surplus	146,603.95
2000	Change in fund balance	(38,039.00)
	Transfer to Surplus Reserve	(101,769.00)
2001	Change in fund balance	12,929.00
2002	Change in fund balance	3,388.00
2003	Change in fund balance	10,411.00

2004	Change in fund balance	(38,006)
2005	-----	-----
2006	-----	-----
2007	-----	-----
2008	-----	-----
2009	-----	-----
2010	-----	-----
2011	-----	-----
2012	Transfer Fund Balance to the Unrestricted Operating Fund	(150,000)
2012	Discontinue Reserve	
TOTAL OPERATING RESERVE		
		\$ 0
		=====

Unallocated Year-End Reserve**(formerly Surplus Reserves; changed December 31, 2008)**

HISTORY: New in 2000

YEAR	SOURCE	AMOUNT
2000	Surplus	101,769
2001	Transfer funds to operating	(66,990)
	Setup Utilities Contingency	(34,779)
	Surplus	196,227
2002	Transfer funds to computer reserve	(196,227)
2003	Surplus	88,120
2004	Transfer to Building Reserve	(7,232)
2004	Transfer to Computer Reserve	(29,932)
2004	Transfer to Equipment/Furnishings Reserve	(22,330)
2004	Transfer to G.S.T. Contingency Reserve	(28,626)
2004	Surplus	80,582
2005	Transfer to Computer Reserve	(80,582)
2005	Surplus	74,427
2006	Transfer to Building Reserve	(6,393)
2006	Transfer to Computer Reserve	(68,034)
2006	Surplus	83,410
2007	Transfer to Operating Emergency	(83,410)
2007	Surplus	194,211
2008	Transfer to Building Reserve	(125,000)
2008	Transfer to Emergency Operating Reserve	(6,711)
2008	Transfer funds to Operating Reserve	(62,500)
2008	Year-end surplus	Ø
2009	Year-end surplus	166,782
2010	Transfer to new Amortization Reserve	(128,000)

2010	Transfer to Operating (NetLibrary Furniture/Fixture purchases)	(38,782)
2010	Year-end surplus	109,784
2011	Transfer to Technology Reserve	(97,284)
2011	Transfer to Equipment/Furnishing Reserve	(12,500)
2011	Year-end surplus	49,096
2012	Transfer to Operating Emergency Reserve	(49,096)
2012	Discontinue Reserve	

TOTAL SURPLUS

\$ 0

=====

Unrestricted Operating Fund

HISTORY: New in 2012

YEAR	SOURCE	AMOUNT
2012	Transfer funds from the Operating Reserve	150,000
2012	Transfer funds from Operating Emergency Reserve	157,860
2012	Year-end Net Adjustments	(47,381)
2013	Opening Year-end Adjustment	13,475
2013	Year-end Net Adjustments	62,257
2014	Opening Year-end Adjustment	41,795
2014	Transfer funds to Vehicle Reserve	(75,000)
2014	Year-end Net Adjustment	29,206
2015	Opening Year Adjustment	9,457
2015	Purchase for Websites Project	(150,000)
2015	Year-end Adjustments	5,338
2016	Opening Year Adjustment	173,397
2016	Transfer funds to Building Reserve	(149,992)
2016	Transfer funds to Equipment Reserve	(22,827)
2016	Transfer funds to Technology Reserve	(100,000)
2016	Year-end Net Adjustment	34,270
2017	Opening Year-end Adjustment	225,208
2017	Transfer funds to Technology Reserve	(200,000)
2017	Transfer funds to Vehicle Reserve	(30,000)
2017	Transfer funds to Operations for eAudio Purchases	(35,000)
2017	Transfer funds to Operations for Compensation Review	(9,000)
2018	Opening Year-end Adjustment	95,728

2018	Transfer funds to Operations for Polaris migration	(37,494)
2018	Year-end Adjustment	10,098
2019	Opening Year-end Adjustment	253,355
TOTAL SURPLUS		\$ 404,651
		=====

APPENDIX III

DELEGATION AND ASSIGNMENT OF RESPONSIBILITY TABLES

3.1 Delegation Table – Provisions of the *FOIP Act* and Regulation for which Delegation of Authority Should be Considered

Duty, power or function of Head	Section reference	Retained by Head	Delegated to FOIP Coordinator	Delegated to other person(s) (provide title(s) – specific or generic)
Right of Access				
Authority to declare request abandoned	8(1)			Consultant Librarian
Authority to grant continuing request	9(2)			Consultant Librarian
Duty to assist applicants	10(1)			Consultant Librarian
Duty to create records	10(2)			Consultant Librarian
Authority to decide on content of response/ grant or refuse access	11, 12(1)			Consultant Librarian
Authority to refuse to confirm or deny the existence of a record	12(2)			Consultant Librarian
Authority to decide how access will be given	13 Regulation 4			Consultant Librarian
Authority to extend time limit	14(1), (3)			Consultant Librarian

Duty, power or function of Head	Section reference	Retained by Head	Delegated to FOIP Coordinator	Delegated to other person(s) (provide title(s) – specific or generic)
Authority to request Commissioner's permission for extension	14(1), (2)			Consultant Librarian
Authority to transfer a request for access	15			Consultant Librarian
Exceptions				
Authority to withhold information harmful to business interests of a third party	16			Consultant Librarian
Authority to withhold information harmful to personal privacy	17			Consultant Librarian
Authority to withhold information harmful to individual or public health or safety	18 Regulation 6(1), (3), (5)			Consultant Librarian
Authority to withhold confidential evaluations	19			Consultant Librarian
Authority to withhold information harmful to law enforcement	20			Consultant Librarian
Authority to withhold information harmful to intergovernmental relations	21			Consultant Librarian
Authority to withhold Cabinet confidences	22			Consultant Librarian

Duty, power or function of Head	Section reference	Retained by Head	Delegated to FOIP Coordinator	Delegated to other person(s) (provide title(s) – specific or generic)
Authority to withhold local public body confidences	23			Consultant Librarian
Authority to withhold advice from officials	24(1)			Consultant Librarian
Authority to withhold information/records about audit by Chief Internal Auditor	24(2.1)			Consultant Librarian
Authority to withhold information harmful to economic interests of a public body	25			Consultant Librarian
Authority to withhold information harmful to economic interests of a public body	25			Consultant Librarian
Authority to withhold testing procedures, tests and audits	26			Consultant Librarian
Authority to withhold privileged information	27(1), (2)			Consultant Librarian
Authority to withhold information harmful to conservation of heritage sites or endangered species	28			Consultant Librarian
Authority to withhold information that is or will be available to public	29			Consultant Librarian

Duty, power or function of Head	Section reference	Retained by Head	Delegated to FOIP Coordinator	Delegated to other person(s) (provide title(s) – specific or generic)
Third Party Intervention				
Duty to give third party notice	30			Consultant Librarian
Authority to decide whether to give access to third party information	31(1)			Consultant Librarian
Duty to give notice of decision	31(2)–(4)			Consultant Librarian
Public Interest				
Authority to disclose information in the public interest	32(1)	X		
Duty to give notice to third party, Commissioner	32(3), (4)			Consultant Librarian
Collection, Correction, Protection of Personal Information				
Authority to set aside collection requirements	34(3)	X		
Authority to decide on requests for correction of personal information	36(1)			Consultant Librarian
Duty to correct, annotate or link personal information, duty to notify previous recipients	36(3), (4)			Consultant Librarian

Duty, power or function of Head	Section reference	Retained by Head	Delegated to FOIP Coordinator	Delegated to other person(s) (provide title(s) – specific or generic)
Duty to give notice to individual requesting correction	36(7)			Consultant Librarian
Authority to transfer a request for correction	37			Consultant Librarian
Duty to ensure protection of personal information	38	X		
Use and Disclosure of Personal Information				
Establishing rules for electronic consent	Regulation 7(5)(a)	X		
Establishing rules for oral consent	Regulation 7(6)(a)	X		
Authority to disclose to relative or adult interdependent partner of deceased individual	40(1)(cc)			Consultant Librarian
Authority to disclose to avert imminent danger to health or safety	40(1)(ee)	X		
Authority to approve conditions for disclosure for research and statistical purposes and for administration of research agreements	42(c)			Consultant Librarian

Duty, power or function of Head	Section reference	Retained by Head	Delegated to FOIP Coordinator	Delegated to other person(s) (provide title(s) – specific or generic)
Authority to disclose to guardian of a minor	84(1)(e)			Consultant Librarian
Reviews and Complaints				
Authority to ask the Commissioner for advice	54(1)			Consultant Librarian
Authority to request Commissioner to disregard requests	55			Consultant Librarian
Authority to require Commissioner to examine original record on site	56(4)			Consultant Librarian
Right to make representations to the Commissioner	69(3), (5), (6)	X		
Duty to discharge burden of proof	71			Consultant Librarian
Duty to comply with Commissioner's Order	74	X		
General Provisions				
Duty to publish a directory of the body's personal information banks and keep it current	87.1(1), (4)	X		

Duty, power or function of Head	Section reference	Retained by Head	Delegated to FOIP Coordinator	Delegated to other person(s) (provide title(s) – specific or generic)
Duty to record uses or disclosures of personal information not included in directory	87.1(3)			Consultant Librarian
Authority to specify categories of records available without formal request and require a fee	88	X		
Duty to make manuals available	89			Consultant Librarian
Fees				
Authority to assess and collect fees	93			Consultant Librarian
Authority to waive fees	93(4)	X		
Duty to give notice of decision to grant or refuse waiver request	93(4.1)			Consultant Librarian

3.2 Delegation Table – Administrative Responsibilities in the *FOIP Act* and Regulation that May be Assigned

Duty, power or function of public body	Section reference	Retained by Head	Delegated to FOIP Coordinator	Delegated to other person(s) (provide title(s) – specific or generic)
Right of Access				
Establishing process for receiving access requests	2(a), (c)			Consultant Librarian
Assuring process for access is made public	Regulation 3(1)			Consultant Librarian
Collection, Accuracy and Retention of Personal Information				
Establishing controls over the collection, use and disclosure of personal information	2(b)	X		
Authorizing routine correction of personal information	2(d)	X		
Ensuring authorized purpose of collection	33	X		
Assuring proper collection and notification	34			Consultant Librarian
Assuring accuracy of personal information	35(a)			Consultant Librarian
Applying retention standards	35(b)	X		

Duty, power or function of public body	Section reference	Retained by Head	Delegated to FOIP Coordinator	Delegated to other person(s) (provide title(s) – specific or generic)
Use and Disclosure of Personal Information				
Assuring appropriate uses	39	X		
Assuring proper disclosures of personal information	40 (May be different for each provision)	X		
Disclosing in accordance with Part 1	40(1)(a)			Consultant Librarian
Disclosing if not an unreasonable invasion of third party's personal privacy	40(1)(b)			Consultant Librarian
Disclosing for original or consistent purpose	40(1)(c)			Consultant Librarian
Disclosing after individual consents	40(1)(d)			Consultant Librarian
Disclosing to comply with enactment of Alberta or Canada or treaty, arrangement or agreement made under enactment	40(1)(e)	X		
Signing personal information sharing agreements	40(1)(e)	X		

Duty, power or function of public body	Section reference	Retained by Head	Delegated to FOIP Coordinator	Delegated to other person(s) (provide title(s) – specific or generic)
Disclosing in accordance with enactment of Alberta or Canada that authorizes or requires disclosure	40(1)(f)	X		
Disclosing to comply with subpoena, warrant or court order from court, person or body with jurisdiction in Alberta	40(1)(g)	X		
Disclosing where necessary for employee of public body or member of Executive Council to perform duties	40(1)(h)	X		
Disclosing where necessary for delivery of common or integrated program or service	40(1)(i)	X		
Disclosing to enforce legal right of Government of Alberta or public body	40(1)(j)	X		
Disclosing to enforce legal right of Government of Alberta or public body	40(1)(j)	X		

Duty, power or function of public body	Section reference	Retained by Head	Delegated to FOIP Coordinator	Delegated to other person(s) (provide title(s) – specific or generic)
Disclosing to collect debt or fine or make payment	40(1)(k)	X		
Disclosing to determine or verify eligibility for program or benefit	40(1)(l)	X		
Disclosing to Auditor General and other prescribed persons for audit purposes	40(1)(m)	X		
Disclosing to Member of Legislative Assembly to assist individual	40(1)(n)	X		
Disclosing to bargaining agent acting on behalf of employee	40(1)(o)	X		
Disclosing for archival purposes	40(1)(p)	X		
Disclosing to assist investigation	40(1)(q)	X		
Disclosing from one law enforcement agency to another law enforcement agency	40(1)(r)	X		

Duty, power or function of public body	Section reference	Retained by Head	Delegated to FOIP Coordinator	Delegated to other person(s) (provide title(s) – specific or generic)
Disclosing to next of kin or friend of injured, ill or deceased individual	40(1)(s)	X		
Disclosing to expert under section 18(2) to protect individual or public safety	40(1)(u)	X		
Disclosing for legal proceedings to which Government of Alberta or public body is a party	40(1)(v)	X		
Disclosing through Minister of Justice and Attorney General to place of lawful detention	40(1)(w)	X		
Disclosing to manage or administer personnel	40(1)(x)	X		
Disclosing to enforce a maintenance order	40(1)(y)	X		
Disclosing to officer of the Legislature where necessary to carry out duties	40(1)(z)	X		

Duty, power or function of public body	Section reference	Retained by Head	Delegated to FOIP Coordinator	Delegated to other person(s) (provide title(s) – specific or generic)
Disclosing for supervision of individual under control of correctional authority	40(1)(aa)	X		
Disclosing when information available to the public	40(1)(bb)			Consultant Librarian
Disclosing business contact information	40(1)(bb.1)			Consultant Librarian
Disclosing to lawyer acting for an inmate	40(1)(dd)	X		
Disclosing to administrator of <i>Motor Vehicle Accident Claims Act</i>	40(1)(ff)	X		
Post-secondary educational body only: disclosing alumni information for its own fund-raising activities and administering disclosure agreements	40(2)			
Post-secondary educational body only: disclosing teaching and course evaluations	40(3)			

Duty, power or function of public body	Section reference	Retained by Head	Delegated to FOIP Coordinator	Delegated to other person(s) (provide title(s) – specific or generic)
Disclosing for research and statistical purposes and for administration of research agreements	42, 43	X		

Revision history	Date adopted	January 2019
	Date revised	

**CITY OF LACOMBE
BYLAW 391**

Consolidated November 9, 2015

A Bylaw of the City of Lacombe in the Province of Alberta to provide for the establishment of a Municipal Library Board.

Whereas the Council of the City of Lacombe deems it expedient to propose the establishment of a municipal library board.

NOW THEREFORE with the authority and under the provisions of Part 1 of the "*Libraries Act*," being Chapter L-11, the Council of the City of Lacombe duly assembled, enacts as follows:

1. There shall be established a Municipal Library Board for the City of Lacombe.
2. The Municipal Library Board shall manage, regulate and control the municipal library.
3. The policies of the Municipal Library Board shall be governed by Parts 1 and 5 of the "*Libraries Act*" and Amendments and Regulations pertaining thereto.
4. Schedule "A" is attached to and is deemed to be a part of this Bylaw.
5. This Bylaw shall take effect on the date of the final passing thereof.
6. New member applications are forwarded to the Mayor's office for review and approval, forwarded to the Lacombe Library Board for information, then submitted to Council for ratification and appointment per Part 1 of the Libraries Act. (391.1, 11/09/15)

Read a first time this 27th day of January, 2014.

Read a second time this 27th day of January, 2014.

Read a third time and passed unanimously this 10th day of February 2014.

_____(Original Signed)_____
Mayor

_____(Original Signed)_____
Chief Administrative Officer

Schedule A

For Applicants

Lacombe Library Board

Purpose

The Board role is:

- establish the purpose of the library, the vision and mission and operational policies; and
- planning for the future and setting the rate of progress towards achievement of the library's purpose through goals and objectives, by ensuring sufficient funds to achieve the budget and by overseeing the budget and funding allocations all in accordance with the Libraries Act and the City of Lacombe Bylaw #391

Role of Councilor:

All members of the Board including Members of Council are active voting members. The Councilor is also expected to act as liaison between the Board and Council

[Home](#) → [Canada Revenue Agency](#) → [Charities and Giving](#) → [Search](#)
→ [T3010 Registered Charity Information Return](#)

Detail page

i Use this page to confirm a charity's status and Business/Registration number. The Charities Directorate has not necessarily verified the other information provided by the charity.

Friends of the Lacombe Public Library Society

Business/Registration number:

854672557 RR 0001

Charity status:

Registered

Effective date of status:

2009-09-25

Sanction:

N/A

Language of correspondence:

ENGLISH

Designation:

Charitable organization

Charity type:

Other purposes beneficial to the community

Category:

Community Resource

Address:

5214 - 50 AVENUE

City:

LACOMBE

Province, territory, outside of Canada:

AB

Country:

CA

Postal code/Zip code:

T4L0B6

Charity Email address:

ROCKINGRAMNA@LIVE.CA

Charity website address:

View this charity's quick view information

Quick view

Links to Websites not under the control of the Government of Canada (GoC) are provided solely for the convenience of users. The GoC is not responsible for the accuracy, currency or the reliability of the content. The GoC does not offer any guarantee in that regard and is not responsible for the information found through these links, nor does it endorse the sites and their content. Users should be aware that information offered by non-GoC sites that are not subject to the Official Languages Act and to which the CRA links, may be available only in the languages used by the sites in question.

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Screen ID: CRA-HACC-DP

Date modified:

2018-10-24

City of Lacombe Library Board – Policy Manual

Policy Title:	Policy Management	Policy Number:	FND-04
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Policy Statement

The Board, given the authority under the Alberta *Libraries Act* for the management of the Lacombe Public Library, assumes the duty of developing policies related to the framework, governance, and operation of the Library. The Board recognizes that the development of policy is a process for providing effective parameters and guidelines for action of all its committees and staff. The Board expects all staff to be knowledgeable of those policies that relate to their duties and actions.

Where the Board has not developed specific governing policies, the statements set out in the MCMPL Procedure Manual shall guide the operation of the Library.

Regulations

- Initial suggestions for policy development may come from staff, Trustees, Board standing committees, Friends of the Library, members of the community, and the MCMPL Procedure Manual. All draft policies will be submitted to the Policy Committee for review before going to the Board for approval.
- All policies and changes to them shall be approved by means of a motion at a duly convened Board meeting and recorded in the minutes of that meeting.
- All approved policies shall be given a number and title; and shall be signed by the Board Chair, indicating date of approval. The approved policy shall be registered with the Public Library Services Branch.
- The suggested review period for evaluation and review of each policy shall be specified in the policy.
- As the need arises, annually at a minimum, the Head Librarian shall make recommendations to the Policy Committee regarding policies to remain in effect, or to be revised, added or deleted.
- The Head Librarian is responsible for the implementation of policy.

Related Documents

- Libraries Act, R.S.A. 2000, c L-11.
<http://www.qp.alberta.ca/documents/Acts/L11.pdf>
- Libraries Regulations, Alberta Regulations 141/1998.
http://www.qp.alberta.ca/documents/Regs/1998_141.pdf

Forms

- MCMPL Policy and Procedure Feedback Form

Signature of Board Chair		Name of Board Chair	
Date Approved		Review Frequency:	5 years
DOCUMENT HISTORY			
Rev.	Date Approved	Description of Changes	
1		Creation of policy	

City of Lacombe Library Board – Policy Manual

Policy Title:	Conflict of Interest	Policy Number:	GOV-04
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Policy Statement

This policy is intended to supplement but not replace any applicable federal, provincial, or municipal laws governing conflict of interest applicable to non-profit and charitable corporations.

This policy shall be given to all library Board Members and key stakeholders upon commencement of the person's relationship with the library, or upon the official adoption of the policy or policy changes.

1. A Board Member cannot be an employee of the Library, County of Lacombe or the City of Lacombe.
2. A Board Members immediate family cannot be an employee of the Library.
3. Board Members are responsible for understanding and identifying potential situations in which a conflict of interest might arise.
4. Board Members shall not participate in any discussion, debate or negotiation in which the subject is a contract, transaction, or situation in which there might be a perceived or actual conflict of interest. However they can be present in such a discussion or debate to clarify information, unless an objection is made by any other Board Member.
5. Board Members approving spending decisions on behalf of the library have a duty to disclose any potential or actual conflicts of interest upon their identification. He/she must abstain from decision-making immediately.
6. Full disclosure of a potential or actual conflict of interest shall be made, in writing, to the Board of Trustees in these situations:
 - a. A Board Member is related to another Board or staff Member by blood, marriage, adoption, or domestic partnership
 - b. A Board Member, a Board Member's family, or his/her business or organization accrues a direct or indirect financial or material benefit from:
 - i. A Board decision, or the outcome of a Board decision
 - ii. A contact or business arrangement established by the library or the Board of Trustees
7. Any Board Member, who has reason to believe that a breach of the Conflict of Interest Policy has or is likely to occur, shall report the matter to the Library Board Chair or Vice Chair.

Breach Resolution:

- The Library Board Chair and Vice Chair will evaluate the potential or actual conflict of interest
- If it is determined that a conflict exists or could exist the Chair and Vice Chair will take all actions deemed necessary to address the conflict and protect the library's best interests, up to and including recommending the dismissal of a Board Member
- Proposed recommendations for dismissal will be subject to a vote by the Board of Trustees

Regulations

-

Related Documents

-

Signature of Board Chair		Name of Board Chair	
Date Approved		Review Frequency:	5 years
DOCUMENT HISTORY			
Rev.	Date Approved	Description of Changes	
1		Minor edits for clarity and readability; reformatting of content into new policy template.	

City of Lacombe Library Board – Policy Manual

Policy Title:	Code of Conduct	Policy Number:	GOV-05
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Policy Statement

This policy is intended to supplement but not replace any applicable federal, provincial or municipal laws governing conduct, confidentiality or privacy applicable to non-profit and charitable corporations

This policy shall be given to all Board Members upon commencement of the person’s relationship with the Library, or upon the official adoption of the policy or policy changes.

1. Board Members must be loyal to the interests of the diverse community they serve.
2. Except as required by law, or as expressly required in the performance of a specific responsibility, Board Members shall not divulge or disclose and confidential or private information which the Board Member receives or becomes aware of during the course of service. This confidentiality requirement survives the term of service with the library. Board Members who are no longer providing service to the library are prohibited from divulging or disclosing and confidential or private information which the Board Members received or became aware of in the course of service. Board Members must be aware of and adhere to the Freedom of Information and Protection of Privacy Act as it relates to the release or acquisition of information in the performance of their duties.
3. Board Members making public statements on personal issues which impact them as residents of the City of Lacombe or Lacombe County must not identify themselves as Members of the Library Board.
4. Board Members will respect the confidentiality appropriate to issues of a sensitive nature, including but not limited to all personnel issues, certain financial and certain legal and property issues.
5. Board Members must not make public or media statements regarding the library, for social media statements refer to the Library’s Social Media policy. If the situation warrants a statement from the library Board it is the responsibility of the Board Chair or his/her designate. All other public statements should be directed to the Head Librarian or Municipal Council as appropriate.
6. Board Members must conduct themselves in an honest manner. A Board Member engaging in acts of dishonesty or who commits theft or fraud, assault, or willful destruction of library property will be subject to disciplinary action up to and including termination and prosecution.
7. Any Board Member who has reason to believe that a breach of the Code of Conduct policy has or is likely to occur, shall report the matter immediately to the Board Chair or Vice Chair.
8. Board Members will be responsible for governing with excellence. Such responsibility will include:
 - a. Attendance
 - b. Informed preparation for Board deliberations
 - c. Speaking with one voice on matters arising from a Board decision
 - d. Policy making principles
 - e. Respective roles
 - f. Rules of order

City of Lacombe Library Board – Policy Manual

Breach Resolution:

The Library Board Chair and/or Vice Chair will evaluate the potential or actual misconduct, in consultation with Regional advisors if necessary. If it was determined that misconduct occurred, the Chair or Vice Chair will take all actions deemed necessary to address the misconduct and protect the Library’s best interests, up to and including the dismissal of Board Members or the persual of legal remedies.

Regulations

-

Related Documents

-

Signature of Board Chair		Name of Board Chair	
Date Approved		Review Frequency:	5 years
DOCUMENT HISTORY			
Rev.	Date Approved	Description of Changes	
1		Minor edits for clarity and readability; Reformatting of content to new policy template.	

City of Lacombe Library Board – Policy Manual

Policy Title:	Electronic Portal Governance	Policy Number:	GOV-10
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Policy Statement

The MCMPL utilizes electronic portals. There will be one portal for Staff use, and one portal for Board use. Security for each portal will be maintained by the Head Librarian.

Board Portal

The portal offers Trustees confidential access to Board materials, past & present, and provides tools that make it easier to prepare for Board meetings. The portal will support the Board through increased efficiency in producing/distributing meeting packages and other documents, as well as other benefits such as document delivery to traveling Trustees.

Portal users are responsible for:

- Their own creation & consumption of content on the portal
- Control of their own alerts to content changes within the portal. It is expected that each Board Trustee shall be prepared for each Board/Committee meeting by reviewing the content of the Portal before all meetings.
- Setting up a secure password to protect against misuse of the confidential Board information on the portal
- Using their own technological equipment to access the portal via the Internet; the MCMPL is a Bring Your Own Device (BYOD) environment

Portal Administrator/Head Librarian is responsible for:

- Creation of and removal of user accounts immediately following appointment of Trustees or Trustee service terminations

Regulations

- The Board portal shall be Administered by the Head Librarian with assistance of a Board designate
- The Staff portal shall be Administered by the Head Librarian with assistance by designated staff member

Related Documents

- City of Lacombe Library Board Policy GOV-05, Code of Conduct

Signature of Board Chair		Name of Board Chair	
Date Approved		Review Frequency:	3 years
DOCUMENT HISTORY			
Rev.	Date Approved	Description of Changes	
1		Creation of policy	



MARY C. MOORE PUBLIC LIBRARY
LACOMBE, ALBERTA

Library Board Trustee Orientation Handbook



Prepared by the HR Committee of the City of Lacombe Public Library

~~2019 - 2020~~

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Contents

Sources	3
Introduction	4
Some Quick Facts	4
Your Legal Obligations	5
Your Legal Protection	6
Being an Effective Board Member	6
Understanding Who Does What	10
Knowing What Our Board Does	10
Knowing What to Expect at Meetings	12
How to Participate	12
Talking Up Your Library	13
Learning the Financial Basics	13
Exploring the Larger Library Community	15
Library Regions in Alberta	16
Further Information	18

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Sources

In no particular order:

- Alberta Library Trustee Association <http://www.librarytrustees.ab.ca/>
- Trustee Essentials: A Handbook for Wisconsin Public Library Trustees, developed by the Division for Libraries, Technology, and Community Learning with the assistance of the Wisconsin Public Library Trustee Handbook Revision Task Force
- West Vancouver Memorial Library <http://www.westvanlibrary.ca>
- Southern Ontario Library Service, Library Board Development Kit 2010
- Alberta Municipal Affairs, Public Library Service, Public Library Statistics http://municipalaffairs.gov.ab.ca/mc_public_library_statistics.cfm

Introduction

So you're a trustee! How did that happen, and what is expected of you now?

Your new role has the potential to be exciting, challenging, and rewarding, but it will also require effort. You have obtained this position because you have the ability and dedication to contribute positively to the administration of the public library—one of the most accessible and beneficial institutions in the community. Your term gives you an opportunity to help your friends, neighbors, and fellow community members take advantage of a wide array of services from the comfort and convenience of their local library.

The tasks involved in being a library trustee are varied. One of the most important things to remember, though, is that a library trustee is part of a decision making team: the library board. For a board to function, however, it must include active, enthusiastic trustees who are prepared to do their part to make the board effective.

Only you know why you decided to take on this responsibility. As a new trustee you need to think about the obligations that come with the role. You need to be certain that you:

- Want to serve – with passion – as a library trustee
- Endorse – without reservation – the mission of your library
- Believe – with commitment – in the value of libraries.

Congratulations! And thank you for the dedication you have exhibited by accepting this appointment. Your library needs and appreciates you. Your efforts are invaluable.

Some Quick Facts¹

Library Boards and Service Points

- [222](#) municipal library boards responsible for serving Albertans.
- Seven regional library systems serving [212](#) library boards, [307](#) municipalities, and [271](#) library service points.
- [322](#) library service points across Alberta.

Municipalities

- [351](#) municipalities in Alberta, including Métis Settlements, Improvement Districts and Special Areas
- 317 ([90%](#)) municipalities provide access to municipal library service.
- 39 municipalities do not provide any level of public library service (many of these are Summer Villages)
- [4,011,044](#) Albertans (based on [2016](#) population) have access to a public library: [99.8%](#) of the total provincial population.
- Only [0.2%](#) of the provincial population does not have access to public library service

Library Use

- 46% of adult Albertans have used a public library in the last twelve months.
 - 62% of Albertan households reported having a member who had used a public library in the past twelve months
- Source: Leger Marketing, 2012

In [2016](#),

¹ <https://www.alberta.ca/public-library-statistics.aspx>

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- Albertans had access to over 21 million books, CDs, DVDs, eBooks and other materials at Alberta public libraries (5.5 library items per capita).
- There were 1,395,478 library cardholders in Alberta, representing 35% of the population.
- Albertans borrowed over 38 million items from public libraries.
- Alberta libraries circulated 9.5 items per person.
- Albertans visited their libraries in person over 21 million times.
- Albertans visited their libraries virtually through their library’s website over 16 million times.
- Over 1.4 million people took part in one of the many programs offered by Alberta’s libraries.

Library Funding

- In 2016,
- Provincial operating grants to public library boards (municipal and system) totaled \$29,744,701, representing 14% of total library operating revenue.
 - The province also expended \$4,446,156 to support the provincial library network. This included funds for SuperNet connectivity for all public libraries, The Alberta Public Library Electronic Network (APLEN) and the resource sharing network. Total provincial support for public library service amounted to \$34,190,857.
 - Municipal contributions (including in-kind support) to public library boards (municipal and system) amounted to \$155,817,341. This represented 73% of total library operating revenue.
 - Public libraries spent \$14,145,695 on library materials (\$3.53 per capita served).
 - In the five-year period between 2011 and 2016,
 - o Local funding support for public libraries increased by 27%,
 - o Provincial grants to public library boards increased by 16%
 - o Population served by public libraries increased by 12%

The City of Lacombe Public Library, commonly referred to as the Mary C. Moore Public Library (MCMPL) is a part of the Parkland Regional Library System (PRL).

- Parkland Regional Library is now a cooperative network of 50 public and 36 school libraries serving over 200,000 residents of central Alberta by sharing of material, resources and expertise.

Your Legal Obligations

1. Use the same care, skill and expertise to manage the library’s affairs as you would your own personal and professional affairs.
If, for example, you are a lawyer or an accountant, you are expected to use your professional knowledge when dealing with legal or financial matters.
2. Know your Boards business including legislation and policy affecting the library.
This means being fully prepared for meetings, asking questions about what you don’t understand and reading background information. Take advantage of orientation and other learning opportunities available to you.
3. Put the best interests of the library before your own or those of any other individual or organization..
4. You must not personally profit from any activity of the Board. If you stand to gain in any way, you must declare your interest and not participate in the discussion or vote. Remember that perception is reality. If there is a chance people may think you could profit from a decision, then you need to explain this to your Board.
5. You must not agree in advance to vote a certain way with another trustee. Sometimes this is called “contracting your vote”.

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Your Legal Protection

As a trustee, you are not personally responsible for library debts and obligations. However, you can be sued for losses the library experiences if:

- You are negligent (fail to provide a proper or reasonable level of care)
- You breach your duty as a trustee
- You knowingly collaborate with someone who has committed such a breach.

The 9 Roles and Responsibilities of Municipal Councils

Unlike boards established under the *Municipal Government Act*, the *Libraries Act* sets out a specific relationship between council and the municipal library board and system library board.

1. ESTABLISHMENT OF A MUNICIPAL LIBRARY BOARD

The decision of whether or not to have public library service in the community is made by the local municipal council. If council decides that it would be beneficial to have public library service, council must pass a bylaw under the *Libraries Act* 3(1) to establish a municipal library board. Once established, the library board can only be dissolved by order of the Court of Queen's Bench, or if the municipality itself dissolves.

Establishment bylaws should only contain information about the library board being created under the *Libraries Act*. It should not be worded as establishing "the library" and extra information, such as appointments and meetings, should not be included as the *Libraries Act* already sets the parameters. Sample establishment bylaws are available from the Public Library Services Branch.

Upon establishment, the library board has full management and control of the public library and public library service in the community. It is a corporation under the *Interpretation Act* with all the rights and responsibilities that comes with that designation. Library boards may operate one or more public library service points (libraries), or, with the permission of the minister, may enter into agreements with other boards to share the operation of one or more service points. Municipalities may also enter into agreements with up to two additional municipalities to form an intermunicipal library board. Once formed, the intermunicipal library board is also a corporation with full management and control of public library service in the municipalities.

The library board is a governing board. Library staff report to the board, and the board is accountable not only to council but to all citizens of the municipality. The board has decision making authority and through regional initiatives, generally participates in providing services beyond its local community. Section 3(4) of the *Libraries Act* states that, on being established, the municipal library board's legal name is "The (name of municipality) Library Board". This name should be used on all documents. Upon establishment, the legal name of the intermunicipal library board is chosen by the parties involved.

2. APPOINTMENTS TO A MUNICIPAL LIBRARY BOARD

Council appoints and unappoints municipal library board members (trustees) to municipal library boards under the terms set out in the *Libraries Act* (sections 4, 5, 12.3, and 31), and the *Libraries Regulation* (section 17.1).

A municipal library board must have a minimum of 5 and a maximum of 10 board members. Intermunicipal library boards must have a minimum of 7 and a maximum of 10 board members.

Upon appointment, a board member is a trustee, governing the delivery of public library service in the community, making decisions that are in the best interest of the public and providing quality municipal library service. Trustees are also subject to common law principles and must act accordingly.

Council may appoint up to two board members who are also councillors on their council (i.e. councillors of the municipality that established the library board).

- If a councillor is appointed to the library board, they have the same role and responsibilities as the other board members and should not be referred to as a “Council Rep” or something similar.
- Councillors from neighbouring municipalities may be appointed to the library board and do not count against the limit of two councillors (i.e. councillors from municipalities that did not establish the library board).
- Council may also choose to not appoint councillors to the library board.

An employee of the library board cannot be appointed to the library board.

Alternates are not allowed on a municipal library board.

All appointments to the municipal library board shall be for a term of up to three years.

A library board member is eligible to be reappointed for up to two additional consecutive terms. If council wishes to appoint a board member for more than three terms, at least 2/3 of the whole council must pass a resolution stating that the member may be reappointed as a member for more than 3 consecutive terms. This must be done for each time the member is reappointed beyond three consecutive terms.

A library board member is disqualified from remaining a member of a board if the person fails to attend, without being authorized by a resolution of the board to do so, three consecutive regular meetings of the board.

The term of office of a board member continues until a new board member is appointed by council in that member’s place.

The appointments of the members of the municipal board shall be made on the date fixed by council. Any vacancy arising from any cause must be filled by council as soon as reasonably possible for council to do so.

Best practices for appointments

When appointing board members, make sure the motion includes the length of term (one, two, or three years).

- Send the library board a list of appointments including the length of terms.
- Send a letter to the appointee with their term length and expiry date.
- Collaborate with the library board to develop a recruitment strategy that meets the needs of the council, the library board and the community.

3. FUNDING MUNICIPAL LIBRARY SERVICE

The *Libraries Act* (section 8) states that municipal library boards must prepare and submit their budget, along with an estimate of the money required during the ensuing fiscal year to operate and manage the municipal library, to municipal council before December 1.

This estimate is known as local appropriation, and is money provided to the library board from local taxes to deliver local public library service.

It is the responsibility of council to approve, in whole or in part, the estimate of local appropriation requested by the library board. Council does not approve the library board's budget. If council is unable or unwilling to provide the requested estimate in full, the library board must make adjustments to their budget to reflect their funding situation.

4. PROVIDING FOR LIBRARY BUILDING AND EQUIPMENT

The *Libraries Act* (Section 10) states that library boards may request funding from council for acquiring property for a library building, or for erecting, repairing, furnishing and equipping a building to be used as a municipal library. The council may provide the funds, or a portion of the funds, as council considers expedient.

These capital funds may be borrowed by council under the authority of a borrowing bylaw, as outlined in the terms of the *Municipal Government Act (MGA)*.

5. DETERMINING FINANCIAL REVIEW

Section 9(b) of the *Libraries Act* states that the municipal library board must have a person who is not a member of the library board, and whose qualifications are satisfactory to council, review the library board's accounts each calendar year, and the financial report shall be in a form satisfactory to council. Upon completion, the library board must submit the financial report to council.

Because local library service is a municipal service funded by tax dollars, it is up to council to decide the level of financial review (e.g. a full audit, a notice to reader, or an accountant review), and to accept (or deem satisfactory) the person the library board wishes to have review their accounts.

If or when financial reviewers change, council must pass a motion accepting the new reviewer.

6. RECEIVING LIBRARY BOARD BYLAWS

Council receives the library board's bylaws for the safety and use of the library after they have been passed by the library board. Council should make a motion noting receipt and acceptance of the library board's bylaws.

Council may disallow a bylaw if they are not in keeping with comparable municipal bylaws.

7. RECEIVING LIBRARY BOARD REPORTS

Required management practices of boards under the *Libraries Regulation* state that library boards must have certain policies, including confidentiality of user records, finance, and personnel policies. A municipal library board must also develop a Plan of Service based on a community needs assessment, and submit an annual report to the province. Council may receive these reports and policies, as well as meeting minutes, from the library board for information purposes.

A recommended practice is to have the Chair of the library board (or a delegation) present to council about the library board's activities, instead of relying upon a member of council appointed to the library board to provide information. This helps keep the roles of being a councillor and a library board trustee separate.

8. BEING A MEMBER IN A REGIONAL LIBRARY SYSTEM

[Council has the authority to join a library system, become a party to a library system agreement at the regional level, and appoint a member to the library system board. \(All municipalities, with the exception of Edmonton and Calgary, are eligible to join a library system.\)](#)

[Library system boards are also created under the *Libraries Act*. Library systems are established by the Minister of Alberta Municipal Affairs when municipalities in an area agree to jointly provide library system services.](#)

[There are seven library system boards in the province.](#)

[System boards are a corporation under the *Interpretation Act* with all the rights and responsibilities that comes with that designation.](#)

[Library systems provide professional and technical support to public libraries within the system area so that even the smallest library has access to advice and assistance, along with the cost effectiveness and cooperation made possible by working through a larger unit. They also manage library resource development and sharing at the regional level. As well, library systems function as nodes within the provincial Public Library Network, connecting resources available provincially to residents using municipal libraries in small rural communities.](#)

9. APPOINTMENTS TO LIBRARY SYSTEM BOARDS

[Appointments to a library system board are different than appointments to a municipal library board. When appointing to a library system board, council must adhere to the following, as set out in the Libraries Regulation \(Section 32\):](#)

- [A single term cannot exceed three years.](#)
- [Council shall not appoint a library system board member to serve for more than 9 consecutive years without the approval of 2/3rds of all the members of that council.](#)
- [Any vacancy in the membership of a library system board shall be filled by council as soon as reasonably possible.](#)
- [Council may appoint an alternate to a library system board if the library system board member is unable to attend a library system board meeting and has given notice to the library system board that an alternate member will attend. \(This is not allowed for municipal library boards\).](#)

[The alternate member shall not act in place of the library system board member at more than two consecutive meetings except by resolution of the library system board.](#)

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Being an Effective Board Member

Here are some tips to help you be the best you can be in this important role.

- **Set aside time** for Board and committee meetings and special events. Put them in your calendar as important dates.
- **Arrive on time** and stay until the meeting is over.
- **Prepare for meetings** by reading the agenda, reports, and preparing questions in advance.
- **Participate** with professionalism and diligence in all events. Ask questions and contribute your ideas and suggestions.
- **Avoid** doing the Head Librarian's work. The Head Librarian is there every day, using professional expertise for library operations. You need to focus on the Boards responsibilities.
- **Respect** confidentiality of *in camera* meetings during your term as a trustee and beyond. Keep relationships with fellow trustees, the Head Librarian and staff professional and courteous.

- **Seize** the opportunity to promote your library at every turn!
- **Learn** as much as you can about your library, the system of libraries in Alberta, the relevant legislation behind decisions and activities of your Board, and the role of Trustees. Read, listen, watch and attend sessions for Library Trustees.
- **Visit** as many libraries as you can, wherever you go.
- **Have Fun!**

As you become more familiar with your library, both inside and out, you will be ready to talk up your library as you go about your daily activities with friends, family and community members.

Remember, you are the link between community members and your library. As a Trustee you represent the needs of the community to the library and vice versa.

Understanding Who Does What

As a policy governing board, we have one employee, the Head Librarian. The roles and functions of the board and the employee are quite different.

The Board:

- Identifies community needs
- Develops the Plan of Service which includes long and short term goals, objectives and plans
- Prepares bylaws for Council approval and sets policy
- Determines a budget and secures funds to meet it
- Hires, monitors and evaluates the Head Librarian
- Monitors and evaluates library services provided
- Promotes the library in the community
- Creates a structure to carry out the Board's work

The Head Librarian:

- Interprets Board direction and develops programs and services to meet community needs
- Implements the Plan of Service
- Makes recommendations for bylaw and policy changes based on staff and community feedback
- Prepares budget for Board approval; monitors and reports on budget
- Hires and manages all other library personnel
- Evaluates program achievements and reports to the Board
- Engages community and builds support for the library
- Supports the Board, attends all board meetings (with the possible exception of some in camera meetings), and may attend meetings of board committees

The line of authority goes from the Board through the Chair to the Head Librarian to the library staff and volunteers. Feedback from patrons and staff comes back the opposite way!

Knowing What Our Board Does

Library Boards are governing boards. They are accountable under the Libraries Act and Regulations and other applicable legislation to their appointing Municipal Councils for the service they provide. Simply stated the role of the board is to govern. The phrase 'governance' often refers to the board's activities to oversee the purpose,

plans and policies of the organization. These activities include establishing an overall plan to achieve identified outcomes, developing and reviewing policies, supervising the Head Librarian, ensuring sufficient resources for the organization, ensuring compliance to rules and regulations, and representing the library to external stakeholders.

The Board is the legal authority of the library and is responsible for the highest level of decision-making. While boards are accountable for the library's services they are not responsible for managing the programs or the people who carry out those programs. In other words library boards are not there to run the library but to ensure that the library is properly run.

Governing is different from managing. The governing role differs from that of administration in that governance requires different information. It deals with the long term, rather than the short, and with priorities rather than details. The nature of governance is proactive and focused on the future, and on the relation of the organization to the community's development.

The governance of the library is achieved through the board's work in these main areas:

- Defining the library's purpose and direction
 - The board makes key decisions about how to best use resources to support the mission
 - Plan
 - Measure & report on results
 - Set policy
- Delegating the authority to the staff to operate the library & deliver services
 - The Board directs the work of the Head Librarian by establishing policies, budgets, and plans that reflect the board's strategic agenda
 - Hire a qualified Head Librarian
 - Evaluate the Head Librarian annually
- Advocating for Library services
 - The board must communicate to municipal council and the community the need for library service, report on the library's effectiveness in the meeting the community's needs and advocate for the necessary resources to deliver services. Advocacy is that aspect of governance that is about relationships.

The Board also:

- Sets the rate of progress
- Provides continuity
- Confirms the library's identity

Library boards are established through a bylaw passed by the Municipal Council.

Library regulations are specific about the requirements for bylaws, policies, and reporting. Bylaws are approved by your Board and are forwarded to the Municipal Council for approval. Council cannot rewrite your requested bylaw; that can only be done by the Board. Policies are developed and approved by the Board. The regulations also require that Boards file copies of their bylaws, plan of service, and policies with the Minister through the Public Library Services Branch.

In addition to the legislation and regulations specific to libraries, our Board must comply with other legislation, such as Occupational Health and Safety and FOIP (Freedom of Information and Protection of Privacy).

Knowing What to Expect at Meetings

Meetings are the public face of our library board where board business gets done. Because it is only the entire board that has the authority to act, not individual board members, the board meeting is the major opportunity for the board to do its work – to make decisions, solve problems, educate board members, and plan for the future and review monitoring or evaluation material submitted by staff.

The Board Chair runs the meeting, using agreed-to procedures ensuring that:

- Everyone is treated equally and with courtesy
- The board examines just one piece of business at a time
- Everyone has a right to be heard, including the minority
- The majority rules

Each meeting will start with an agenda set by the Chair that includes Board business for you to discuss, possibly amend, and vote on.

How to Participate

Once you understand the rules for meetings, you will feel more comfortable. Here's how to take part from the get-go:

- **Contribute to the Discussion.**
- **Ask Questions:** Really. Ask questions to clarify or probe for information.
- **Make Motions:** Every motion begins with "I move that....". Motions should be clear and only address one item. The Chair can help phrase your motion clearly.
- **Second Motions:** Most motions need to be agreed upon by two people before being voted upon by the group. If you want to second a motion, just say "second".
- **Amend Motions:** This is about achieving clarity. An amendment does one of four things:
 - Add words (I move that we amend the motion by adding the words ...[usually at the end])
 - Strike out/ delete words (I move that we amend the motion by striking out the words)
 - Insert words (I move that we amend the motion by inserting the words....[state "after the words....])
 - Strike out and insert words (I move that we amend the motion by striking out the words...and inserting the words...)
- **Vote:** When the Chair states a motion and calls for a vote, vote according to your conscience. You may also be asked to approve motions for special situations such as:
 - Motion to go in camera to discuss an agenda item. This means discussing an agenda item without the public present. No minutes are taken of in camera discussion and everything must remain confidential.
 - Motion to refer an item to a committee or to the Head Librarian. The item will come back to the Board at a subsequent meeting.
 - Motion to postpone an item of business to a later time or meeting.
 - Accept for information a group of information reports that you have read and understood with or without discussion. This is sometimes called a "consent agenda".

Talking Up Your Library

Library boards serve the public interest. To do that effectively, every trustee needs to champion library values, build relationships with users and non-users, and talk with community members to gather their ideas about library services.

Much of a Board's work focuses on relationship building and you must do your part, as an individual trustee and in partnership with your Board, the Head Librarian and staff. Trustees and the Board need to speak with one voice on major issues, but as a community member, you need to be ready and willing to actively promote your library.

So what do you need to do to effectively talk up your library?

- **Visit:** Be a library user. See the section, Knowing your Local Library.
- **Ask:** Learn about your Board's long range plans. Ask questions until you are confident talking about your library's vision for the future and how it addresses community needs.
- **Share:** Tell everyone you meet about your knowledge and experience of the library.
- **Listen:** Be curious and concerned about what others say about your library.
- **Read:** Learn about the shared values of all public library service:
 - Intellectual Freedom
- **Believe:** Make it your mission to champion the work of staff and volunteers at your library.

Learning the Financial Basics

It is your responsibility as a Trustee to ensure the financial health of the Library.

Trustees are responsible for approving financial plans, financial reports, review engagements and, audits of the library. When you approve a financial statement or report, the assumption is that you understand what is presented. See Understanding your Role for more information about your fiduciary responsibilities.

Your responsibility for the financial health of the library is more than approving a budget or financial report. You are also responsible for:

- Understanding the implications of a budget and a financial report
- Ensuring the allocation of money matches your Board's strategic direction and plan
- Ensuring that all necessary financial policies are in place

In its accountability to the municipal council, the province, and the people it represents, the board undertakes to guarantee that the allotted funds are spent to best meet the needs of the community and are in accordance with the planned budget. This accountability means more than simple bookkeeping. Once council has approved the budget the board must scrutinize the financial operations of the library. Scrutiny by the board means reviewing to ensure that the financial affairs of the library are being well managed not to actually manage the financial affairs of the library. The board role is to see that the library is well managed by constantly being alert to community needs, securing adequate funding and ensuring that the expenditure of the library funds fulfils the library's stated goals and objectives.

Ask your Chair and/or Library Manager to explain your main revenue sources, expenditure categories, one-time funds, reporting procedures, and the different reports to you as they occur throughout the year. The budget

process is a year-round activity involving a series of stages. Before the budget process is finalized for one year, work already should have begun on the next year's budget.

Exploring the Larger Library Community

Every profession, business and sector has its special language (and its shortcuts or acronyms) and it can be difficult at first to understand it all. By their nature, libraries share resources and support each other. As a starting point, you should know about these organizations.

- **ALTA** Alberta Library Trustees Association <http://www.librarytrustees.ab.ca/>
ALTA represents the interests of Alberta library Trustees, patrons and public library supporters by promoting library service, leadership in communication, advocacy, and trustee learning.
- **APLEN** Alberta Public Library Electronic Network <http://www.thealbertalibrary.ab.ca/aplen.html>
APLEN helps provincial libraries collaborate, cooperate, and innovate by coordinating an electronic network and the *Ask A Question* service with participating post-secondary libraries. APLEN also helps with staff development and training
- **TAL** The Alberta Library <http://www.thealbertalibrary.ab.ca/>
TAL is a consortium of public, academic and special libraries whose vision is “barrier-free access for Albertans to information, ideas and culture.” It also operates the TAL Card and TAL Online.
- **LAA** Library Association of Alberta <http://www.laa.ca/>
LAA promotes intellectual freedom and continuing education.
- **ALC** Alberta Library Conference <http://www.albertalibraryconference.com/>
The ALC is the annual conference hosted by Library Association of Alberta and Alberta Library Trustees Association. It is open to library staff, Trustees, and library school students.
- **CLA** Canadian Library Association <http://www.cla.ca/>
CLA represents the national library and information community, delivering a range of services to professional librarians, library technicians and the organizations that employ them.
- **PRL** Parkland Regional Library <http://www.prl.ab.ca/>
PRL is a cooperative network of 50 public and 36 school libraries serving over 200,000 residents of central Alberta by sharing of material, resources and expertise. They support member libraries by providing human and material support services as needed by the libraries and acting as a focus for leadership and library advocacy.

Library Regions in Alberta



Peace Library System
8301 - 110 Street
Grande Prairie, Alberta T8W 6T2
(780) 538-4656

<http://www.peacelibrarysystem.ab.ca/Home>

Chinook Arch Library System
2902 - 7th Avenue North

Lethbridge, AB T1H 5C6
(403) 380 - 1500
<http://www.chinookarch.ab.ca>

Marigold Library System
710 - 2nd Street
Strathmore, AB T1P 1K4
(403) 934 - 5334
<http://marigold.ab.ca>

Northern Lights Library System
Bag 8
Elk Point, AB T0A 1A0
(780) 724 - 2596
<http://www.nlls.ab.ca>

Parkland Regional Library System
5404 - 56th Avenue
Lacombe, AB T4L 1G1
(403) 782 - 3850
<http://www.prl.ab.ca>

Shortgrass Library System
2375 - 10th Avenue SW
Medicine Hat, AB T1A 8G2
(403) 529-0550
<http://www.shortgrass.ca>

Yellowhead Regional Library System
Box 400, 433 King Street
Spruce Grove, AB T7X 2Y1
(780) 962-2003
<http://www.yrl.ab.ca>

Further Information

- ❖ Books:
 - Professional Development Collection at Parkland Regional Library
<http://www.prl.ab.ca>
- ❖ Videos:
 - Three Hats: Roles and Responsibilities
http://www.youtube.com/watch?v=RTFXGZRvoIY&feature=player_embedded#t=0s
 - Cautions: Knowing Your Roles and Responsibilities
http://www.youtube.com/watch?feature=player_embedded&v=RfySKXCt_B4#t=0s
 - Meetings: Understanding Library Board Meetings
http://www.youtube.com/watch?v=ufuFcok-TEU&feature=player_embedded#t=0s
- ❖ PDFs:
 - Financial Responsibilities for Not-for-Profit Boards
<http://culture.alberta.ca/bdp/workbooks/financial.pdf>

TOWN OF LACOMBE

BY-LAW NO. "G-241"

A BY-LAW OF THE TOWN OF LACOMBE IN THE PROVINCE OF ALBERTA TO PROVIDE FOR THE ESTABLISHMENT OF A MUNICIPAL LIBRARY.

WHEREAS the Council of the Town of Lacombe deems it expedient to propose the establishment of a municipal library.

NOW THEREFORE with the authority and under the provisions of Part III of the "The Libraries Act" and Amendments thereto, being Chapter 206 of the Revised Statutes of Alberta, 1970, the Council of the Town of Lacombe duly assembled enacts as follows:

1. There shall be established a municipal library for the Town of Lacombe
2. The Municipal library shall be managed, regulated and controlled by a Library Board.
3. The policies of the Municipal Library Board shall be governed by Parts III and VII of "The libraries Act" and Amendments and Regulations pertaining thereto.
4. This By-Law shall take effect on the date of the final passing thereof.

READ a first time this 12th day of May, A.D. 1980

READ a second time this 12th day of May, A.D. 1980

READ a third time and passed unanimously this 12th day of May, A.D. 1980



MAYOR



MUNICIPAL ADMINISTRATOR

Lacombe Public Library
Financial Statements
For the year ended December 31, 2019

Lacombe Public Library
Financial Statements
For the year ended December 31, 2019

Contents

Independent Auditor's Report	1
Financial Statements	
Balance Sheet	3
Statement of Financial Activities	4
Statement of Change in Equity	5
Statement of Cash Flows	6
Summary of Significant Accounting Policies	7
Notes to the Financial Statements	8



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BDO Canada LLP
Suite 100 179D Leva Avenue
Red Deer County AB T4E 1B9
Canada

Independent Auditor's Report

To the Board Members of the Lacombe Public Library

Qualified Opinion

We have audited the financial statements of the Lacombe Public Library (the Library), which comprise the statement of financial position as at December 31, 2019, and the statement of operations, change in net assets and cash flows for the year then ended, and a summary of significant accounting policies and other explanatory information.

In our opinion, except for the possible effects of the matters described in the Basis for Qualified Opinion paragraph the accompanying financial statements present fairly, in all material respects, the financial position of the Library as at December 31, 2019 and its results of operations and its cash flows for the year then ended in accordance with Canadian public sector accounting standards for not-for-profit organizations.

Basis for Qualified Opinion

As disclosed in the summary of significant accounting policies, the Library does not amortize capital assets or capitalize and amortize books as management feels to do so would not provide meaningful information. The effects of this departure from Canadian public sector accounting standards for not-for-profit organizations on operating expenses, excess of revenue over expenses, and cash flows for the year ended December 31, 2019 and equipment as at December 31, 2019 and unrestricted assets as at January 1, 2019 and December 31, 2019 have not been determined. Our review engagement report on the financial statements for the year ended December 31, 2018 was modified because of the effects of this departure from Canadian public sector accounting standards for not-for-profit organizations.

In common with many not-for-profit organizations, the Library, derives revenues from donations, photocopy revenues, fax revenues, and printing revenues, the completeness of which is not susceptible to satisfactory audit verification. Accordingly the verification of these revenues was limited to the amounts that are recorded on the records of Lacombe Public Library therefore, we are not able to determine whether any adjustments might be necessary to donation revenues, photocopy revenue, fax revenues and printing revenues, excess of revenue over expenses and cash flows from operations of the year ended December 31, 2019, current assets as at December 31, 2019 and unrestricted assets as at January 1, 2019 and December 31, 2019.

We conducted our audit in accordance with Canadian generally accepted auditing standards. Our responsibilities under those standards are further described in the *Auditor's Responsibilities for the Audit of the Financial Statements* section of our report. We are independent of the Library in accordance with the ethical requirements that are relevant to our audit of the financial statements in Canada, and we have fulfilled our other ethical responsibilities in accordance with these requirements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our qualified opinion.

Other Matter

The financial statements for the year end December 31, 2018 were reviewed without audit and are presented for comparative purposes only.

Responsibilities of Management and Those Charged with Governance for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with Canadian public sector accounting standards for not-for-profit organizations, and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

Independent Auditor's Report

In preparing of the financial statements, management is responsible for assessing the Library's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless management either intends to liquidate the Library or to cease operations, or has no realistic alternative but to do so.

Those charged with governance are responsible for overseeing the Library's financial reporting process.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with Canadian generally accepted auditing standards will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these financial statements.

As part of an audit in accordance with Canadian generally accepted auditing standards, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Library's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.
- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Library's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the Library to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

BDO Canada LLP

Chartered Professional Accountants

Red Deer, Alberta
April 28, 2020

Lacombe Public Library
Statement of Financial Position

	<u>2019</u>	<u>2018</u>
Financial assets		
Cash	\$ 124,870	\$ 109,935
Accounts receivable		
Accounts receivable	2,358	2,895
Parkland Regional Library Allotment	65	386
Prepaid Expenses	<u>759</u>	<u>1,985</u>
	<u>128,052</u>	<u>115,201</u>
Equipment, at Cost	<u>195,936</u>	<u>192,162</u>
	<u>323,988</u>	<u>307,363</u>
Liabilities and Shareholders' Equity		
Accounts payable and accrued liabilities	53,100	57,240
Deferred revenue	<u>65</u>	<u>386</u>
	53,165	57,626
Unrestricted Assets	74,887	57,575
Equity in Fixed Assets	<u>195,936</u>	<u>192,162</u>
	<u>270,823</u>	<u>249,737</u>
	<u>\$ 323,988</u>	<u>\$ 307,363</u>

Approved on behalf of the Board

Lacombe Public Library
Statement of Operations

For the year ended December 31	Budget 2019	2019	2018
Revenue			
Alberta Cultural Grant	\$ 70,640	\$ 70,640	\$ 70,640
Parkland Regional Library Grant	17,908	17,869	16,763
City of Lacombe Grant	333,775	333,775	319,560
City of Lacombe - In Kind	284,654	304,815	261,821
Other Provincial Grant	-	3,360	3,360
Book Bag Sales	4,000	4,040	4,197
Donations and Gifts in Kind	3,500	6,126	14,101
Fine	7,500	7,857	7,150
Interest	1,500	4,835	3,673
Memberships	20,500	23,131	23,759
Other	7,840	7,040	6,878
Photocopies, printing and faxes	9,200	10,765	10,676
Proctor Fees	4,500	10,204	6,690
Parkland Library Regional Allotment	17,316	16,811	17,022
Program Registrations	7,000	8,230	8,887
Total revenue	789,833	829,498	775,177
Expenses			
Advertising	4,200	2,365	2,589
Accounting	10,000	11,600	11,600
Board Expenses	6,500	6,042	6,523
Books	17,908	17,869	16,763
Building Lease - In Kind	284,654	304,815	261,821
Donated Material - In Kind	2,000	928	6,706
Fines	600	32	79
Interest and Bank Charges	1,500	2,338	2,047
Membership Fees	800	470	180
Office Expenses	24,100	17,918	23,755
Professional Development	3,000	1,394	3,768
Program and Internet Expenses	31,100	27,572	28,634
Subscriptions	20,000	22,970	19,292
Telephone	5,500	6,570	6,314
Utilities	9,000	9,715	9,578
Wages & Benefits	368,971	367,805	372,898
Loss on Disposal of Tangible Capital Assets	-	8,009	9,970
Total expenses	789,833	808,412	782,517
Excess of revenue over expenses	-	21,086	(7,340)

**Lacombe Public Library
Statement of Net Assets
For the year ended 2019**

	Unrestricted	Equity in Fixed Assets	Total	2018
Balance - Beginning of year	57,575	192,162	249,737	257,076
Purchase of Capital Assets	(11,783)	11,783	-	-
Excess of Revenue over Expenses	29,095	(8,009)	21,086	(7,340)
Balance - End of Year	<u>74,887</u>	<u>195,936</u>	<u>270,823</u>	<u>249,736</u>

The accompanying summary of significant accounting policies and notes are an integral part of these financial statements

Lacombe Public Library
Statement of Cash Flows

For the year ended December 31	2019	2018
Operating transactions		
Excess of revenue over expenses	\$ 21,086	\$ (7,340)
Non-cash items in excess of revenues over expenses	8,008	9,970
Accounts receivable	216	505
Prepaid expenses	1,226	472
Accounts payable and accrued liabilities	(4,139)	6,464
Deferred revenue	<u>321</u>	<u>(1,467)</u>
	26,718	8,604
Capital transactions		
Purchase of Fixed Assets	<u>(11,783)</u>	<u>(10,646)</u>
	(11,783)	(10,646)
Net change in cash	14,935	(2,042)
Cash, beginning of year	<u>109,935</u>	<u>111,977</u>
Cash, end of year	\$ 124,870	\$ 109,935

Lacombe Public Library
Summary of Significant Accounting Policies

December 31, 2019

Management's Responsibility for the Financial Statements	The financial statements of the NPO are the responsibility of management. They have been prepared in accordance with Canadian public sector accounting standards for not-for-profit organizations as established by the Public Sector Accounting Board.
Reporting Entity	The Lacombe Public Library is currently operating as Mary C. Moore Library. The Library was established by the City of Lacombe Bylaw #53 and are governed under the authority of the Libraries Act. The Library is registered with Canada Revenue Agency as a charitable organization for the purpose of providing library services.
Budget Amounts	The budget amounts presented on the statement of financial activities are taken from the Lacombe Public Library's annual budget.
Basis of Accounting	The financial statements have been prepared using Canadian public sector accounting standards for not-for-profit organizations.
Revenue Recognition	Service fees and sales of goods are recognized as revenue in the period in which the service is delivered or in which the transactions or events occurred that gave rise to the revenue. The Library follows the deferral method of accounting for contributions. Restricted contributions are recognized as revenue in the year in which the related expenses are incurred. Unrestricted contributions are recognized as revenue when received, can be reasonably estimated, and collection reasonably assured.
Use of Estimates	The preparation of financial statements in conformity with Canadian public sector accounting standards for not-for-profit organizations requires management to make estimates and assumptions that affect the reported amount of assets, liabilities, and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amount of revenue and expenditure during the period. Actual results could differ from these estimates. The Library has estimates in respect of accounts receivable, accounts payable and deferred revenue.
Tangible Capital Assets	Purchased capital assets are recorded at cost. Contributed capital assets are recorded at fair market value at the date of the contribution. Capital assets are not amortized. Purchase of books is recorded as an expense and disclosed in the statement of operations.
Contributed Materials	Contributed Materials which are used in the normal course of the organization's operations and would otherwise have been purchased are recorded at their fair value at the date of contribution if the fair value can be reasonably estimated.

Lacombe Public Library Summary of Significant Accounting Policies

Capital Disclosure	The organization considers its capital to be its restricted and unrestricted assets. Its restricted net assets consist of amounts for future expansion and amounts invested in capital assets. The organization's objective when managing its capital are to safeguard its ability to continue as a going concern so it can provide services to its clients and to allow for future expansion. Annual budgets are developed and monitored to ensure the organization's capital is maintained at an appropriate level.
Financial Instruments	Financial instruments are recorded at fair value when acquired or issued. In subsequent periods, equities traded in an active market and derivatives are reported at fair value, with any unrealized gains and losses reported in the statement of remeasurement gains and losses. All other financial instruments reported at cost or amortized cost less impairment if applicable. Financial assets are tested for impairment when changes in circumstances indicate the asset could be impaired. Transaction costs on the acquisition, sale or issue of financial instruments are expensed for those items remeasured at fair value at each balance sheet date and charged to the financial instrument for those measured at amortized cost.

1. DUE TO CITY OF LACOMBE

Trade Payables included \$32,932 (2018 - \$36,885) of amounts payable to the City of Lacombe.

2. ECONOMIC DEPENDENCE

The Lacombe Public Library's operations depend on receiving funding from various agencies and governments. These grants are provided in both cash and in kind.

3. SUBSEQUENT EVENTS

Subsequent to year end, the impact of COVID-19 in Canada and on the global economy increased significantly. As a result of COVID-19 the Library has closed to the public effective March 18, 2020 for an undetermineable amount of time.

If the impacts of COVID-19 continue there could be further impact on the Library and its major customers, suppliers and other third party business associates that could impact the timing and amounts realized on the Library's assets and future operations. At this time, the full potential impact of COVID-19 on the entity is not known.

4. APPROVAL OF FINANCIAL STATEMENTS

The Board and Management approved these financial statements.

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 17 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



**LACOMBE
MAPS**

Disclaimer:
This map is for informational use only. Data provided are derived from multiple
sources with varying levels of accuracy. The City of Lacombe, LLC, disclaims
all responsibility for the accuracy or completeness of the data shown herein.
Coordinate System: NAD 1983 3111 114 Date: 7/2/2016

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 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.

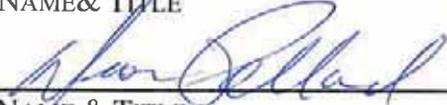
The Parties to this Agreement have affixed their corporate seals signed by the hands of their proper officers.

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



NAME & TITLE (c/s)



NAME & TITLE (c/s)

SIGNATURES CONTINUED ON NEXT PAGE

LACOMBE FLYING CLUB

 President

NAME & TITLE

 Vice President

NAME & TITLE

 TREASURER

NAME & TITLE



WITNESS: (c/s)



WITNESS: (c/s)

LACOMBE COUNTY

 RELYÉ

NAME & TITLE (c/s)



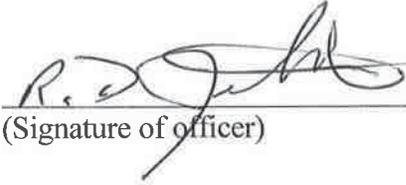
NAME & TITLE (c/s)

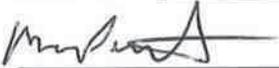
AFFIDAVIT VERIFYING CORPORATE SIGNING AUTHORITY

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)
26th day of October, 2017.)


(Signature of officer)

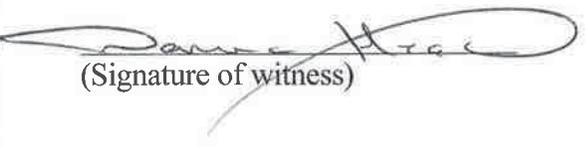

A Commissioner for Oaths in)
and for Alberta)

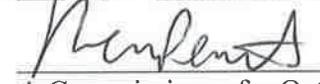
AFFIDAVIT OF EXECUTION

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)
26th 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, Jonathan 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.)
Marc Perreault)
A Commissioner for Oaths in)
and for Alberta)

[Signature]
(Signature of officer)

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 Jonathan 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 Jonathan 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)
26th day of October, 2017.)
Marc Perreault)
A Commissioner for Oaths in)
and for Alberta)

[Signature]
(Signature of witness)

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**

		Cost By Year													
		2018	2019	2020	2021	2022	2023	2024	2025	2026	2017				
Expenditures		Note													
Project Name															
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															15,000
East Taxiway & Drainage															
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 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 L

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)



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 of Lacombe, Lacombe County and the Lacombe Flying Club (the Parties) on major decisions related to the operation, management and capital funding of the Airport.

Scope

The Committee will:

- Develop and recommend a work plan for implementing the recommendations set out in the Lacombe Municipal Airport 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.

REQUEST FOR COUNCIL DECISION



SUBJECT: Council Meeting Schedule
PREPARED BY: Ross Pettibone, Legislative Coordinator/Executive Support
PRESENTED BY: Matthew Goudy, Chief Administrative Officer
DATE: July 13, 2020

FILE: 11/118/2020

PURPOSE:

To recommend and schedule a Council Committee meeting for Monday August 31, 2020.

RECOMMENDED MOTION(S):

1. THAT Council schedule a Committee of the Whole meeting at 5:00 p.m. on August 31, 2020.

RELATED PRIOR MOTION(S):

1. November 25, 2019: THAT Council schedule a Committee of the Whole meeting of Council on August 17th, 2020

EXECUTIVE SUMMARY:

August 31, 2020:

Administration recommends scheduling an additional Council Committee meeting for the purposes of discussing the highest and best uses for a newly acquired capital asset of the City (the former Parkland Regional Library building).

ANALYSIS:

Council committee meetings require at least 24 hours' advance notice to council committee members and the public.

For the month of August – a regular meeting is scheduled August 10th, a Committee meeting August 17th, and with the addition of the recommended August 31 Committee meeting, 2020 is on track for a total of 29 council meetings.

STRATEGIC PLAN ALIGNMENT:

Proper notification of public meetings aligns favorably with Strategic Objective 4.1.1: Open and Accessible Government.

REQUEST FOR COUNCIL DECISION



PUBLIC ENGAGEMENT/COMMUNICATION STRATEGY:

Meeting Schedule posted to City website.

ALTERNATIVE MOTION(S):

1. THAT Council schedule a Committee of the Whole meeting at 5:00 p.m. on August 31, 2020.
2. That Council provide additional direction or amendments to the meeting date(s) presented.

ATTACHMENTS:

Regular / Committee Meeting Dates November 2019 to October 2020

November 2019 11 th Remembrance Day	Regular – 12 th and 25 th Committee – 4 th
December 2019 25 th / 26 th Christmas/Boxing	Regular – 9 th
January 2020 1 st New Years Day	Regular - 13 th and 27 th
February 17 th Family Day	Regular - 10 th and 24 th
March	Regular – 9 th and 23 rd
April 10 th Good Friday 13 th Easter Monday	Regular - 14 th and 27 th
May 18 th Victoria Day	Regular - 11 th and 25 th
June	Regular - 8 th 15 th and 22 nd Committee - 1 st 24 th
July 1 st Canada Day	Regular - 13 th
August 3 rd Heritage Day	Regular - 10 th Committee 17 th 31 st
September 7 th Labour Day	Regular - 14 th and 28 th
October 12 th Thanksgiving	Regular –13 th and (Organizational) 26 th Committee – 5 th

MONTHLY SIGNIFICANT EVENTS REPORT

Chief Administrative Officer

Date: to July 11, 2020

COVID-19 Response

- Emergency Coordination Centre de-activated
- Debriefing held to discuss opportunities for improvement
- Recreation facilities to begin opening week of July 15th

Administrative

- Fire Services Review underway
- RFP for Service Level Review posted
- Groundbreaking for development at Midway Centre held on Friday June 26
- Workplace inspection of City Hall

Planning & Development

- Development Permit approved for Action Group facility expansion

Regional Matters

- NRDRWSC (regional water) received confirmation of nearly \$40M funding available for line extension to the north

Parks & Trails

- Working with Bill Nielson Trail Society to identify suitable alignments for trails around Elizabeth Lake, and storm pond in Elizabeth Park



June 15, 2020

Matthew Goudy
City of Lacombe
5432 56 Avenue
Lacombe, AB T4L 1E9

Dear Mr. Goudy,

On behalf of Alberta Conservation Association, I would like to thank City of Lacombe for supporting our Fish Stocking project at Len Thompson Pond.

Your generous contribution has a positive impact on fishing opportunities, and we want to express our appreciation. Our work in helping create these opportunities for Albertans could not be accomplished without the support of our Corporate Partners In Conservation like City of Lacombe.

In addition, we wanted to let you know how we've recently recognized our partnership. Last month we mentioned City of Lacombe in our monthly e-newsletter, on the Stocked Lakes webpage and in the 2020 spring/summer issue of Conservation Magazine. Enclosed is a copy of this issue with a feature page on the back cover listing all the municipalities that work with ACA to provide fishing opportunities in their area.

If you would like additional copies or would like information about the e-newsletter or webpage recognitions, please let me know at ken.kranrod@ab-conservation.com or 780-410-1989.

Once again, thank you for supporting our work and for your ongoing commitment to conservation in Alberta.

Regards,

Ken Kranrod
Vice President, Alberta Conservation Association

Conserving Alberta's Wild Side

#101, 9 Chippewa Road, Sherwood Park, AB T8A 6J7 • ph: 780-410-1999 • fax 780-464-0141 • toll free 1-877-969-9091

Age-Friendly Alberta Newsletter



Message from Honourable Josephine Pon Minister of Seniors and Housing June 20, 2020

Special Minister's Statement on COVID-19

With the recent lifting of Alberta's provincial state of public health emergency and our continued progress through Stage 2 of our province's relaunch, I wish to thank you for your excellent work supporting seniors and Albertans in affordable housing during this time. For many of us, this has meant changing how we operate, shifting priorities, constantly adapting and finding new ways to address challenges. Your dedication and hard work have not gone unnoticed. I am so proud of our province and organizations like yours that have helped Albertans throughout the pandemic.

The need for sharing information in near-real time has decreased as we get closer to resuming regular operations. Accordingly, this will be the last weekly pandemic-related newsletter from me for the foreseeable future. Regular monthly communications will resume in July 2020.

I am pleased that our CORE Alberta tool, at: <https://corealberta.ca/>, will continue to provide ongoing information and resources for community supports for seniors. CORE Alberta is a fantastic resource for us to share information and coordinate action in the days ahead.

I have a few updates to share this week:

World Elder Abuse Awareness Day

World Elder Abuse Awareness day took place on June 15. Though we weren't able to gather for this important day as we have in previous years, I know many of you wore your purple, held online events and shared information to highlight the importance of preventing elder abuse. Thank you to those who participated in shining a light on this issue and helped to reduce the stigma of elder abuse.

We know there is heightened concern during the COVID-19 pandemic for a potential increase of elder abuse. Though World Elder Abuse Awareness Day is over for another year, our work continues in doing whatever we can to protect Alberta seniors –especially during these challenging and uncertain times.

Please call 911 if you or someone you know is in immediate danger. Local police and RCMP will respond even if you have COVID-19 or are in self-isolation or quarantine and experiencing symptoms.

Information and resources are available by calling 211, the Family Violence Info Line at 310-1818, or at <https://www.alberta.ca/get-help-elder-abuse.aspx>.

Relaunch Discussion Forum

Through COREAlberta.ca, we held a discussion forum to share your concerns, approaches, and solutions related to the relaunch. The session with Dr. Marcia Johnson, who serves as the Deputy Chief Medical Officer of Health provided guidance for seniors-serving organizations and will be available to listen to here: <https://corealberta.ca/training-events/cbss-sector-discussion-relaunch-health-safety-considerations>

More information is available at [COREAlberta.ca](https://corealberta.ca) along with guidance documents to prepare businesses and sectors for their reopening at alberta.ca/guidance-documents. Specifics for seniors centres can be found at alberta.ca/assets/documents/covid-19-relaunch-guidance-seniors-centres-and-seniors-serving-organizations.pdf.

I encourage all seniors-serving organizations to register for CORE Alberta so they can get involved. To do so, follow these steps:

1. Visit <https://corealberta.ca/>.
2. Sign up for a free membership and create a profile.
3. Once your account has been validated by the CORE Alberta team, you will be able to log in, explore the full site, access groups that you can join, and register for upcoming Zoom Forum discussions.
4. Subscribe to the bi-weekly [CORE Alberta newsletter](#).

Current information

Going forward, please continue to visit alberta.ca/COVID19 for the most up-to-date information on the Government of Alberta's comprehensive response to the COVID-19 pandemic. Additionally, please visit the ongoing implementation of [Alberta's Relaunch Strategy](#) – a safely staged COVID-19 recovery plan to relaunch our economy. Remember to stay vigilant in following public health guidance through all stages of relaunch.

I have appreciated this opportunity to personally inform you of our government's ongoing pandemic response, as it relates to seniors-serving organizations and housing providers. As our province's relaunch progresses, we will continue working together to keep our most vulnerable citizens safe. While the province's road to full recovery will be long and challenging, our collective efforts have helped slow the spread of COVID-19 and contributed to Alberta's successful relaunch thus far. I encourage everyone to continue this vital work.

Thank you.

Josephine Pon
Minister of Seniors and Housing

June 20, 2020



ALBERTA
MUNICIPAL AFFAIRS

*Office of the Minister
MLA, Edmonton - South West*

July 2, 2020

To all Chief Elected Officials:

On June 29, the Premier announced the province's multi-billion dollar economic recovery plan. Recognizing the critical role that Alberta's communities play in our economy, the plan identifies up to \$500 million in support for our local governments as they recover from the pandemic and invest in infrastructure that supports economic productivity. This funding will help you complete shovel-worthy projects, create jobs in your communities related to the projects, and drive future economic growth. Along with this provincial investment, we are asking municipalities to commit to red tape reduction efforts to incentivize new, job-creating private sector investment.

The shovel-worthy projects you have been submitting were critical in helping us assess municipal needs, as well as your readiness to complete these projects. You will receive more information on how this funding will be allocated, and how your municipality can access it, in the near future. Since program details are coming soon, I encourage you to start planning and preparing to initiate your projects, especially if they can proceed this year. I can tell you that this program will be simple and easy to administer to ensure the province does its part in minimizing red tape.

We are also hopeful that we will receive clarity soon on any available federal funding to assist municipalities in responding to the pandemic. We are working with the federal government to ensure that this funding can be used to meet municipal needs and priorities.

I look forward to sharing more information with you shortly, and continuing to work with you to support Alberta's recovery.

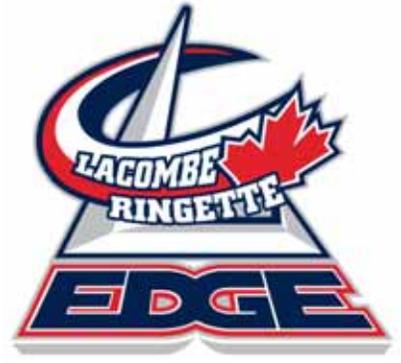
Sincerely,

Kaycee Madu, QC
Minister

cc: Chief Administrative Officers
Paul Wynnyk, Deputy Minister of Municipal Affairs

LACOMBE RINGETTE ASSOCIATION

www.lacomberingette.ca



June 29, 2020

Councillor Don Gullekson
City of Lacombe
5432 – 56 Avenue
Lacombe, AB T4L 1E9

Re: Letter of Support – Outdoor Digital Display

Dear Councillor Gullekson:

The Lacombe Ringette Association (LRA) is excited to hear of the possible addition of an outdoor digital display screen at the Gary Moe Autogroup Sportsplex.

We had 157 girls and boys playing ringette with LRA in the past season, and we hope to continue to grow in the coming years. A digital display at the facility would be a good complement to our other advertising, and enable us to reach a wider audience who are not hearing about ringette through traditional avenues.

An outdoor display would also be a great way for us to let people know about upcoming events and games, and recognize teams and players that reach significant milestones throughout the season.

I hope that the City of Lacombe chooses to go forward with the installation of this outdoor digital display in the near future. Please do not hesitate to contact me if you have any questions, or would like to discuss this in further detail.

Sincerely:

A handwritten signature in blue ink that reads 'Sherri O'.

Sherri O'Muir
President, Lacombe Ringette Association
T (403) 318-4095
President@lacomberingette.ca



Empowering our community

June 30, 2020

City of Lacombe
5432 56 Avenue
Lacombe, Alberta T4L 1E9
Attention: Don Gullekson

Councillor Gullekson:

Re: Digital Sign

As you know Echo Energy recently signed a long-term naming sponsorship for the City of Lacombe's ice complex with the intent of increasing our brand exposure within the community. A new digital sign installed along 54 Avenue would offer another opportunity for our initiative to benefit from the significant traffic that builds along this roadway. Many residents use the schools and recreational amenities in this area, meaning the resulting views and impressions would align well with our target demographic.

As such, Echo Energy wholeheartedly supports the digital sign at the Gary Moe Autogroup Sportsplex as presented and we look forward to seeing this project successfully launched within our community.

Sincerely,

A handwritten signature in black ink, appearing to read "Jared Reich", written in a cursive style.

Jared Reich
President

July 7, 2020



CITY OF LACOMBE

5432 56TH AVENUE
LACOMBE, AB T4L 1E9

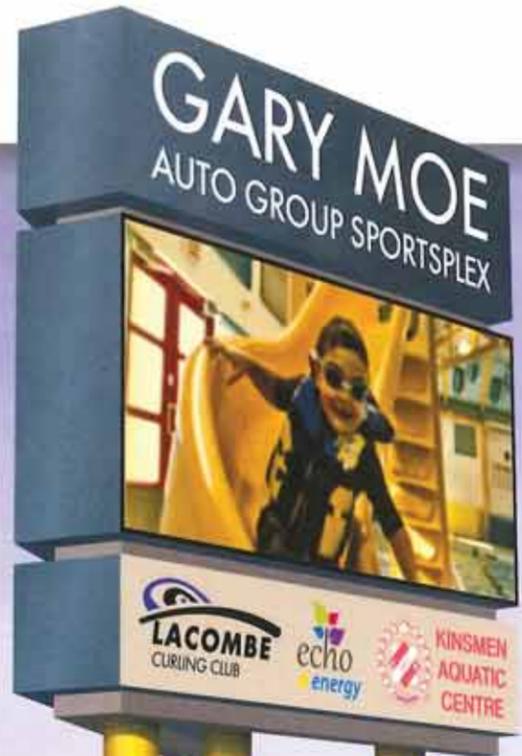
I am submitting this letter in support of councilor Don Gullekson's proposal to erect a permanent digital sign at the site of the Gary Moe Auto Group Sportsplex. As a lessee of the facility the Lacombe Curling Club sees this as a tremendous asset to all user groups of the complex. A permanent digital sign would provide a valuable mode of communication with the end goal of increasing usership and attendance at all local events. Its aesthetic is pleasing and in line with the modernization and updates recently made to the facility. We feel the opportunity to communicate efficiently and effectively to the public is more important now than ever. The Lacombe Curling Club sees a permanent digital sign as a much needed tool to assist in future growth and development of our organization.

Thank you for the opportunity to support this valuable venture!

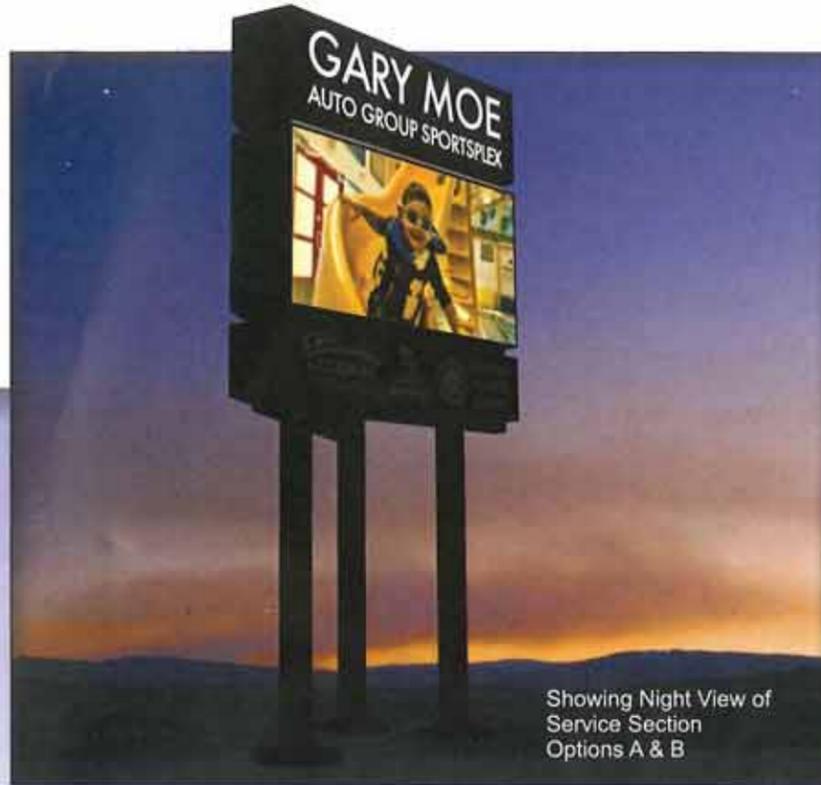
SINCERELY,

Mandy Peakman

Mandy Peakman
LCC President



Showing Day View of Service Section
Options A & B



Showing Night View of
Service Section
Options A & B



Showing Night View of
Service Section
Option C



Showing Day View of Service Section
Option C

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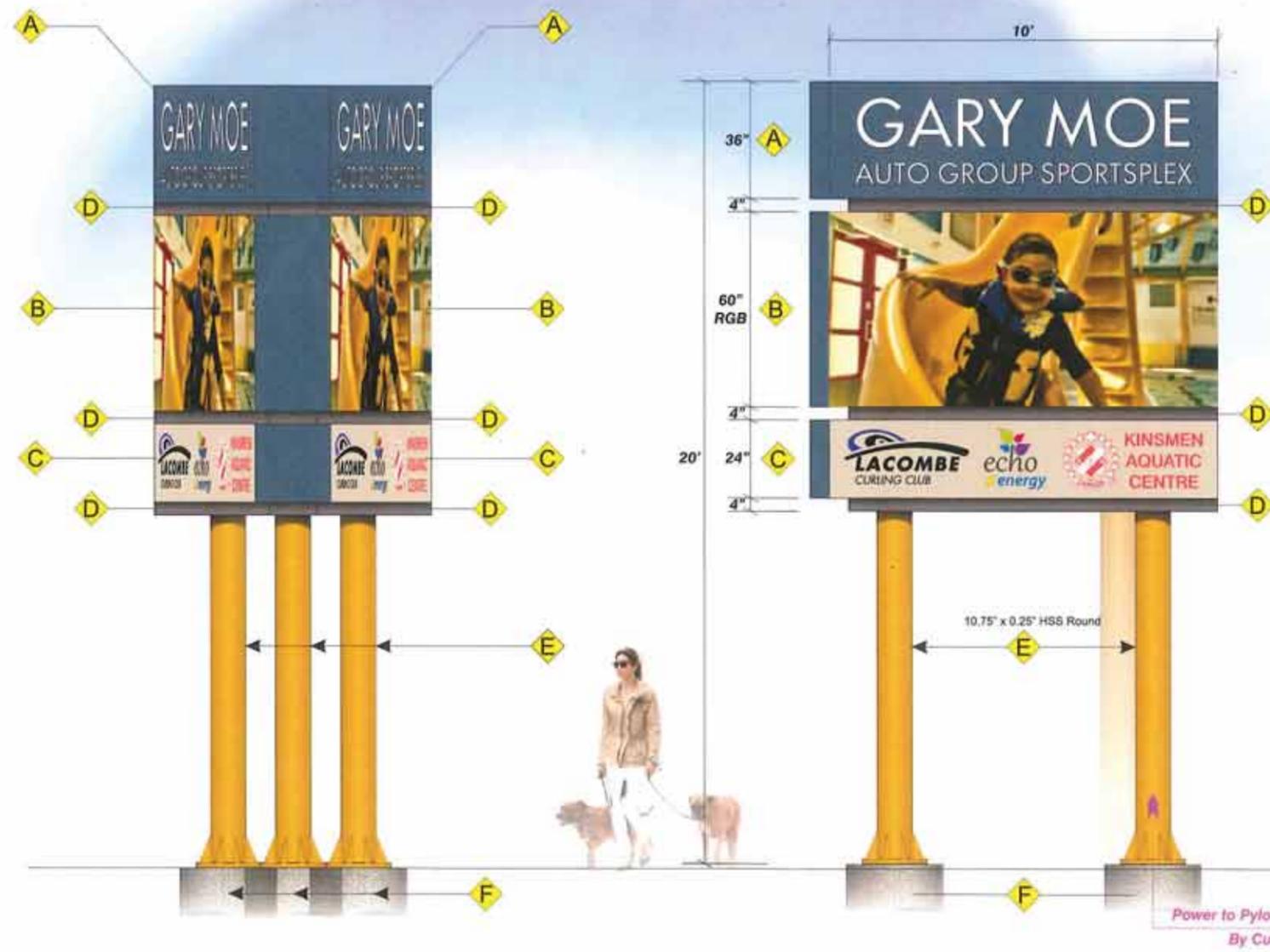
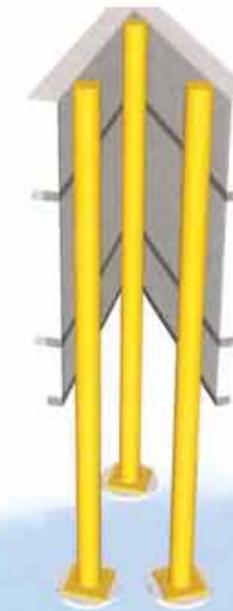
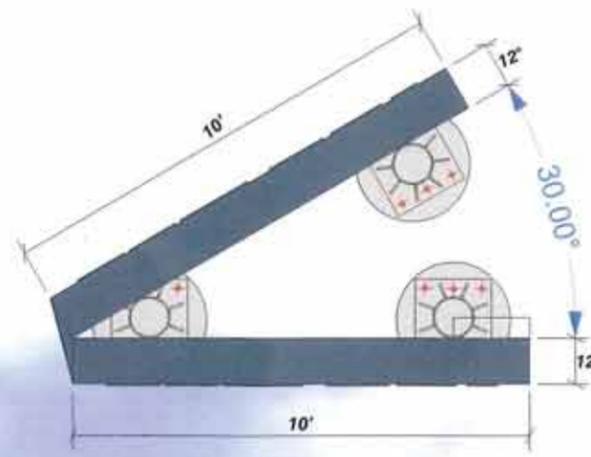
SKETCH #

225031 V1

SALES: Bruce Clarke
DESIGNER: Peter Cross
DATE: June 01, 2020

Location:
5210 54 Ave,
Lacombe, Alberta

Drawing Scale: 1/4" = 1'



- A: HEADER SECTION:**
Painted Blue to Closely Match Upper Cladding Building Colour.
Aluminum Cabinets with Routed Aluminum Faces.
Push Thru' White Acrylic Letters / .5" Projection.
White LED Backlit Illumination.
- B: 5' x 10' RGB BOARDS:**
Enclosures Painted Blue to Closely Match Upper Cladding Building Colour.
Passive Venting System
- C: SERVICES SECTION:**
Aluminum Cabinets Painted Beige to Closely Match Stripe on Upper Cladding Building Colour.
Option A: Non-illuminated Vinyl Graphics Applied to Faces.
Option B: Non-illuminated Cutout Acrylic Logos & Letters Flush Mounted Faces.
Painted Corporate Colours
Option C: Illuminated Lexan Face with Digitally Printed Translucent Vinyl Applied to First Surface
Ex7 Retainers // Natural Finish. White LED Backlit Illumination.
- D: ALUMINUM TRIM:**
Painted Grey to Closely Match Stripe on Upper Building Cladding.
- E: THREE POLE SYSTEM: 10.75" Dia. HSS Poles.**
Painted Yellow to Closely Match Interior Steel Structure in Aquatic Centre
- F: FOUNDATION SYSTEM:** by Landale

- Aluminum
- White Acrylic Push Thru'
- Paint Colours to Closely Match Building Colors.
- Colour Codes to be Confirmed

Power to Pylon and Hook Up
By Customer

SITE SURVEY REQUIRED

COLORS TO BE VERIFIED

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CUSTOMER APPROVAL

APPROVED FOR PRODUCTION

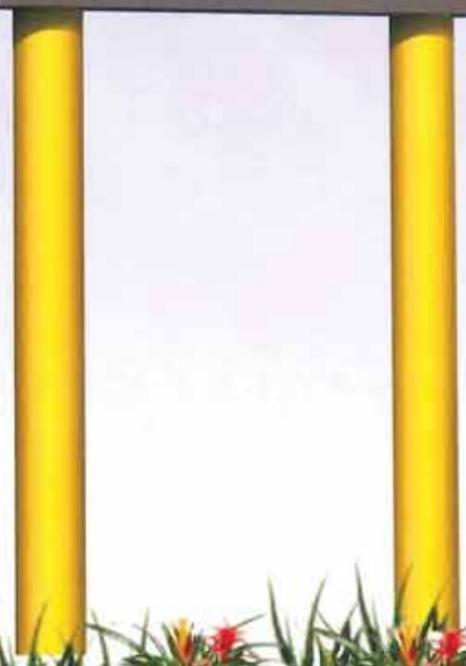
APPROVED WITH CHANGES

APPROVED BY: _____

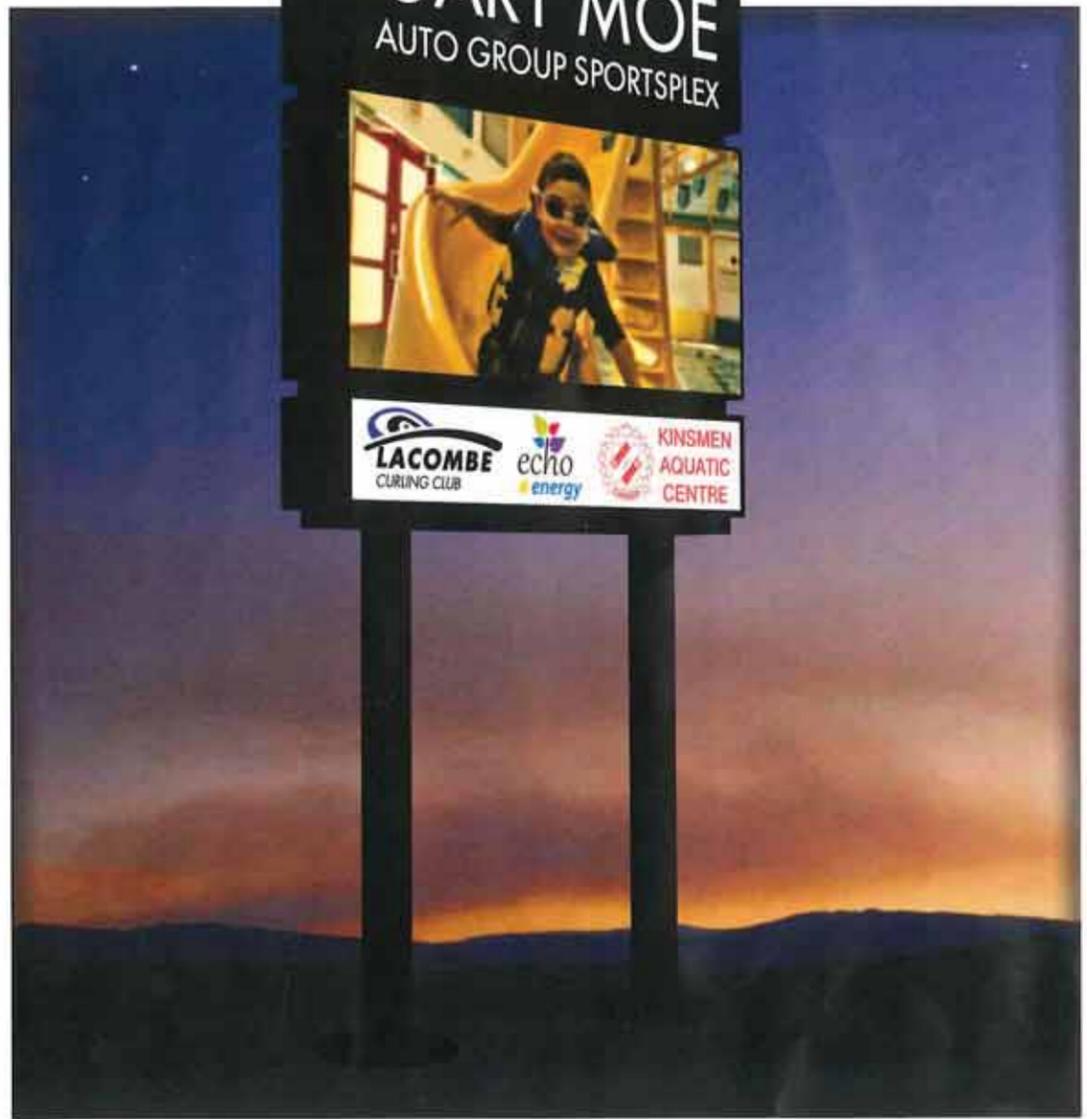
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GARY MOE
AUTO GROUP SPORTSPLEX



GARY MOE
AUTO GROUP SPORTSPLEX



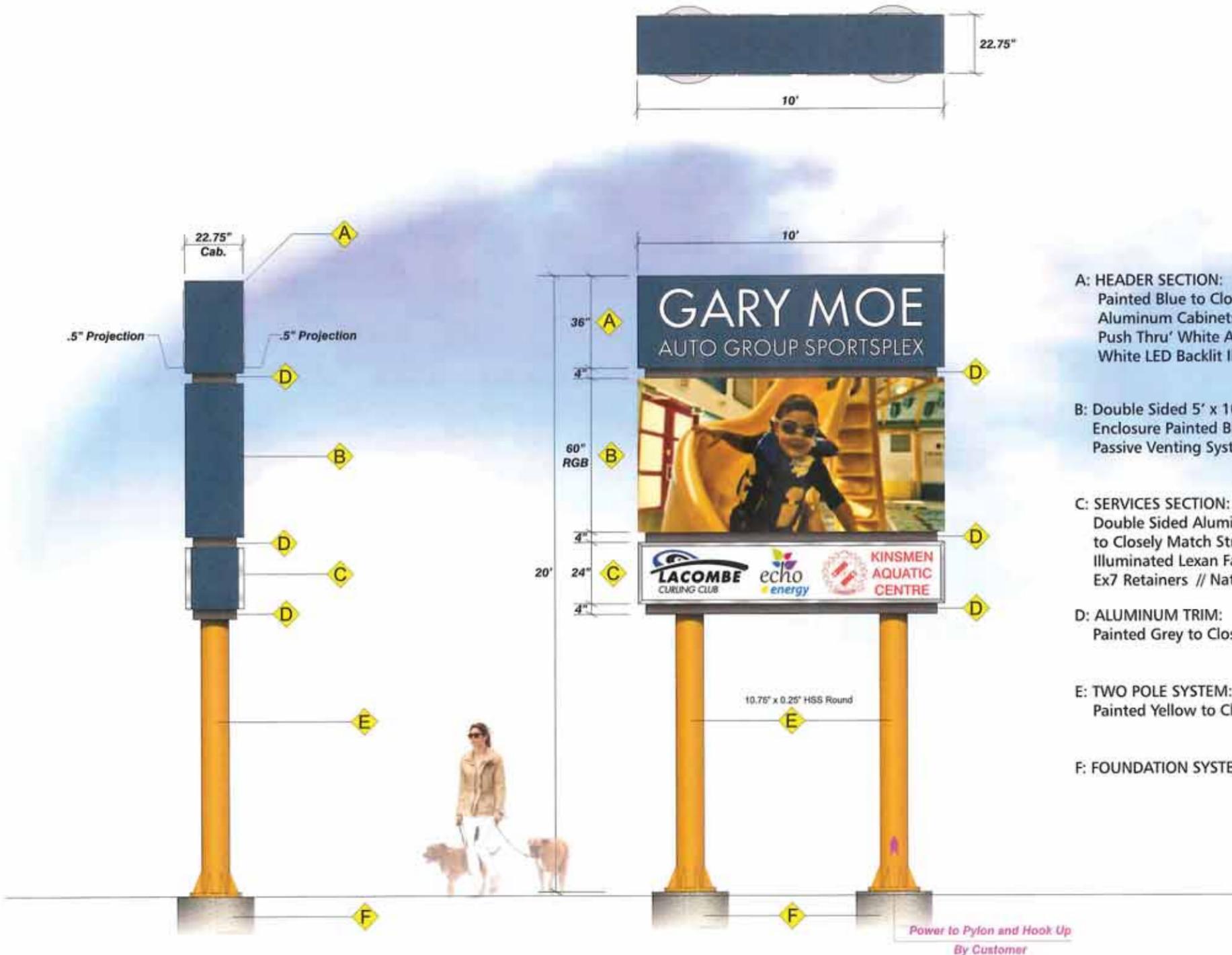
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225031 V2

SALES: Bruce Carke DESIGNER: Peter Cross DATE: June 29, 2020

-  Aluminum
-  White Acrylic Push Thru
-  Paint Colours to Closely Match Building Colors.
-  Colour Codes to be Confirmed



- A: HEADER SECTION:**
Painted Blue to Closely Match Upper Cladding Building Colour.
Aluminum Cabinets with Routed Aluminum Faces.
Push Thru' White Acrylic Letters / .5" Projection.
White LED Backlit Illumination.
- B: Double Sided 5' x 10' RGB BOARD:**
Enclosure Painted Blue to Closely Match Upper Cladding Building Colour.
Passive Venting System
- C: SERVICES SECTION:**
Double Sided Aluminum Cabinet Painted Beige to Closely Match Stripe on Upper Cladding Building Colour.
Illuminated Lexan Face with Digitally Printed Translucent Vinyl Applied to First Surface Ex7 Retainers // Natural Finish. White LED Backlit Illumination.
- D: ALUMINUM TRIM:**
Painted Grey to Closely Match Stripe on Upper Building Cladding.
- E: TWO POLE SYSTEM: 10.75" Dia. HSS Poles.**
Painted Yellow to Closely Match Interior Steel Structure in Aquatic Centre
- F: FOUNDATION SYSTEM: by Landale**



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DATE: _____

APPROVED MINUTES OF THE LACOMBE REGIONAL WASTE SERVICES COMMISSION BOARD FEBRUARY 26, 2020

The meeting of the Lacombe Regional Waste Services Commission was called to order by Chairman Grant Creasey at 1:15 p.m. in the Boardroom of the Lacombe Regional Waste Services Commission Administration office on Wednesday February 26, 2020.

Present

Commission Members:

Present:

Village of Alix	Barb Gilliat
Town of Bentley	Neil Maki
Village of Clive	Susan Russell
Town of Eckville	Colleen Ebden
City of Lacombe	Grant Creasey
	Thalia Hibbs
Lacombe County	Barb Shepherd
	John Ireland

Others:

Jay Hohn	LRWSC Commission Manager
Alissa Lundie	Recording Secretary

Welcome

Chairman Creasey welcomed the Commission Board to the first LRWSC meeting of 2020 at the Administration Office at the Prentiss site.

**RWS/01/20
Agenda**

Mr. Creasey asked the Board if there were any additions to the agenda.

8a. Trade Show
Move Agenda Item 7 to Item 5

Moved by Mr. Ireland to approve the agenda as amended.

Carried Unanimously.

**RWS/02/20
Minutes**

Moved by Ms. Russell that the minutes of November 27, 2019 Organizational Meeting be approved.

Carried Unanimously.

**RWS/03/20
Minutes**

Moved by Ms. Russell that the minutes of November 27, 2019 Regular Meeting be approved.

Carried Unanimously.

Business Arising from the November 27, 2019 Minutes

RESOURCE RESOLUTION RWS 99/19

**RWS/04/20
Request to Amend
Policy WS(2)**

Mr. Ireland inquired as to whether there was any feedback on the recent landfill rate changes. Mr. Hohn reported that to date, there have been more minimum charge loads than expected and that the rate changes have been well received, with only one commercial client giving negative feedback.

RESOURCE RESOLUTION RWS 102/19

RWS/05/20
Nova Chemicals
Recycling

Ms. Shepherd reported to the Commission Board that Nova is going to be partnering with Clean Farms to increase Ag Plastic Recycling but there is no indication that they will be working with us locally. Ms. Shepherd will contact ME Global to see if there would be any interest in partnering with the Commission for a mattress recycling program to potentially divert mattresses from the landfill.

New Business
RWS/06/20
BDO Engagement
Partner Letter

Mr. Luymes reported to the Commission the BDO Canada LLP letter stating the continuation being LRWSC auditors subject to the terms and conditions of their Agreement.

This agreement will remain in place and fully effective for future years until varied or replaced by another relevant written agreement. As Chartered Professional Accountants, the Engagement Partner includes:

- BDO's Role as Auditors
- Reporting
- Role of Management and those Charged with Governance
- Financial Statement Services
- Tax Services
- Additional Services BDO Provides
- Standard Terms and Conditions of the Agreement

Moved by Ms. Shepherd that LRWSC Administration enter into an agreement with BDO Canada LLP of all the terms and conditions of the Engagement Partner Letter on behalf of the Commission. And furthermore, that the letter be received for information by the Commission.

Carried Unanimously.

RWS/07/19
BDO Audit Planning
Process

Mr. Luymes reported to the Commission BDO Canada's audit plan for the audit of the LRWSC financial statements for the year ending December 31, 2019.

The report highlights and gives an explanation of key issues relevant to the audit as follows:

- Terms of Reference
 - Engagement Objectives
- Independence
- Audit Strategy Materiality:
 - Scoping
 - Identify and Assess Risk
 - Design Audit Response
 - Obtain Audit Evidence
 - Form Opinion
 - Report
- Risks and Planned Audit Response

- Fraud Discussion
- Independence Letter with respect to the Commission
 - Professional Conduct
 - Interpretations as per provincial institute/order
 - Safeguards required by BDO

Moved by Ms. Gilliat that the Commission Members acknowledge and receive BDO Canada LLP letter of independence with respect to the LRWSC within the meaning of the Rules of Professional Conduct of the Institute of Chartered Accountants of Alberta be received for information by the Commission.

Carried Unanimously.

***RWS/08/20
Waste Haul
Summaries***

Administration reviewed the Waste Haul summary for the months of November and December 2019. Clarification was given in the following areas:

- Mr. Hohn reviewed the current dry rubble totals and how they compare to prior years. He also clarified how the totals are recorded and explained how the amounts of dry rubble and wood on the scale tickets are split.
- Mr. Hohn clarified that there is no tonnage limit on compactor waste.

Moved by Mr. Ireland that the Waste Haul Summary for the months of November and December 2019 be received as information by the Commission.

Carried Unanimously.

***RWS/09/20
Accounts Paid
YTD Budget
Comparative List
Acct. Payable
Cheque Listing***

Administration reported on the following with the Commission:

- Year to Date Budget Report December 31, 2019.
- Accounts Payable Cheque Listing from November 1, 2019 to December 31, 2019.

Moved by Mr. Maki that the YTD Budget Comparative to December 31, 2019, be received as information by the Commission.

Carried Unanimously.

Moved by Ms. Gilliat that the Accounts Payable Cheque Listing from November 1, 2019 to December 31, 2019 be received as information by the Commission.

Carried Unanimously.

***RWS/10/20
Manager's Report***

Mr. Hohn reported to the Commission Board that the board members are more than welcome to sit at the table at the upcoming trade show in April, however, we have filled the schedule with LRWSC staff for this year.

Mr. Hohn reported on the following Manager's Report to January 2020. The highlights are as follows:

- Planning for new cell construction.
- Ground Water Monitoring Wells – annual reports have been received and there are no changes.

- Burn Barrels – changes have been made as to how we handle burn barrels at our sites due to a recent fire in the compactor at the Bentley Site. Burn barrels are to now be emptied in a designated area at each site and the material will be monitored to ensure there are no hot spots.
- Spruceville Tire Marshalling Area – we have been approved for a grant from Alberta Recycling Management Authority to construct a tire marshalling area at the Spruceville Transfer Site.
- Site Security – review of recent break in at the Eckville Transfer Site.
- Website – some improvements have been made to clean up the home page.
- Occupational Health and Safety Inspection results.
- 2020 Track Loader arrival and sale of old Track Loader to Ritchie Brothers for \$80,000.00.
- Scale House upgrades – flooring has been replaced with sheet vinyl.
- 2006 Trail Blazer sale – the vehicle has been sold to the highest bid of \$3750.00.
- Safety Meeting Highlights:
 - Light tube glass disposal
 - Preventative Maintenance Plan
 - Burn Barrels
 - Service order request forms
 - Site speed limits
 - Cleanliness of equipment and buildings
 - Slippery surfaces
 - Utilization of equipment lights at all times
- Preventative Maintenance Plan development
- Prentiss site truck purchase – a 2011 Ford F250 has been purchased for \$11,500.00.
- Landfill Fire Fighting Training
- Staff Update
- Exploration of possible wood chipping, and finding a buyer for the chips. Currently doing research on options, and pricing to divert as much wood as possible from the landfill.

Moved by Ms. Ebden that the Managers Report be received as information by the Commission.

Carried Unanimously.

Next Meeting

The next regular meeting of the Commission will be April 29, 2020 at 1:15 p.m. in the LRWSC Administration Boardroom at Prentiss.

***RWS/11/20
Adjourn***

Moved by Ms. Hibbs that the meeting adjourns.

Time: 2:55 p.m.

Carried Unanimously.

Chairperson

Manager

**Lacombe Regional Airport Committee
March 20, 2020**

Call to Order

The meeting of the Lacombe Regional Airport Committee was called to order by Chairman From at 10:12 a.m. on March 20, 2020 in the Lacombe Airport Terminal Building.

Attendees

The following were in attendance.

Cora Hoekstra	City of Lacombe Councillor
Chris Ross	City of Lacombe Councillor
Deb Juch	City of Lacombe, Administrative Rep
Paula Law	Lacombe County Reeve
Jon From	Lacombe Flying Club
Chris Anderson	Lacombe Flying Club
Tim Timmons	Lacombe County, Administrative Rep

Absent

*Additions, Deletions
To Agenda*

None

Agenda

Moved by Mr. Ross that the agenda be approved.

Carried Unanimously.

Minutes

Moved by Ms. Law that the minutes of the December 20, 2019 meeting be approved as presented.

Carried Unanimously.

OLD BUSINESS:

*CAP Grant
Application Update*

Jon From reported that there has been no notice of a decision on the CAP Grant application. Mr. From acknowledged that the COVID – 19 pandemic has likely delayed decision-making, and the process seems to be delayed one month or longer. He advised that the fallback plan, if the application is denied, is to proceed with the seal coat project in 2020.

*DRAFT Revised
Airport Operating
Agreement and
DRAFT Amendment
to the Airport Lease
Agreement*

Ms. Juch presented the DRAFT Revised Airport Operating Agreement (AOA) along with a DRAFT Amendment to the Airport Lease Agreement needed to provide for a new Schedule B (the AOA). The membership agreed that the draft documents appeared to fully meet the prior Committee direction; however, two additional amendments were requested:

1 – Add An Annual Review of the Airport Operating Agreement

Section 17 of the DRAFT Revised AOA to be amended to include, “Review the Airport Operating Agreement at the first meeting of the Airport Committee each year.”

2 – Add An Annual Increase to the County Operating Contribution

Section 9 of the DRAFT Revised AOA to be amended to include a method to periodically increase the County operating contribution, currently \$10,000, to

ensure the contribution keeps pace with inflation. Ms. Law to initiate discussion with County Administration on an amenable method, with information to be forwarded to Ms. Juch so she may prepare the DRAFT AOA for the next Airport Committee review.

Updating of Business and Capital Plans

Mr. From informed the Committee that there has not been progress on the plan to date.

NEW BUSINESS:

None

Next Meeting Date

The next meeting of the Lacombe Regional Airport Committee will be held on Friday, June 19, 2020 commencing at 10:00 a.m. at the Lacombe Regional Airport Terminal Building.

Adjournment

Moved by Mr. Ross that the meeting be adjourned at 10:47 a.m.

Carried Unanimously.

NORTH RED DEER RIVER WATER SERVICES COMMISSION
MEETING MINUTES
April 6, 2020

In Attendance: Chair Ken Wigmore, Lacombe County Councillor
Mayor Grant Creasey, City of Lacombe
Jordan Thompson, Acting NRDRWSC Administrator
Matthew Goudy, CAO, City of Lacombe
Mauricio Reyes, Sr. Manager of Financial Services, City of Lacombe
Jennifer Peterson, Administrative Assistant

Remote Attendance by:

Mayor Rick Bonnett, Town of Ponoka
Councillor Mark Matejka, Ponoka County
Mayor Richard Poole, Town of Blackfalds
Preston Weran, Director of Infrastructure, Town of Blackfalds
Amber Mitchell, Manager of Engineering Services, City of Lacombe
Albert Frootman, CAO, Town of Ponoka
Myron Thompson, CAO, Town of Blackfalds
Michael Minchin, Director of Corporate Services, Lacombe County
Preston Weran, Director of Infrastructure, Town of Blackfalds

Remote Guests:

Ryan Wachter, BDO Canada LLP
Alan Litster, BDO Canada LLP
Todd Simenson, VP Stantec
Stephan Weninger, Sector Leader, Water, Stantec

1. Call to Order:

Chair Wigmore called the meeting to order at 11:02 am.

2. Adoption of the Agenda:

Mr. Thompson ask that "Allocation of 2019 Surplus" be added to the agenda as 5.1a.

MOVED by Mayor Creasey that the agenda for April 6, 2020, be adopted as amended.

CARRIED

3. Adoption of the Minutes:

MOVED by Mayor Bonnett that the minutes for November 4, 2019, be adopted as presented.

CARRIED

MOVED by Mayor Poole that the minutes for December 9, 2019, be adopted as presented.

CARRIED

MOVED by Mayor Poole that the minutes for February 24, 2020, be adopted as presented.

CARRIED

4. Presentation

5. Reports

Mr. Reyes presented the 2019 audited financial statement to the Board for approval. He advised the Board of a correction in the memo, it should read “This year the Commission has exceeded the debit limit...” The debit was limit was exceeded by \$702,000. This was mainly due to revenue being down as per the rate reduction but the Commission maintains a historical authorization to exceed its debt from the Province due to initial borrowing required to construct the line. The audited statements are slightly different from the annual operating budget due to the 2019 adjusted surplus.

5.1. BDO Canada LLP - 2019 Audited Financial Statements

Mr. Wachter and Mr. Litster of BDO Canada LLP, reviewed the Auditor’s Report and the 2019 Audited Financial Statements.

In summary:

- Financial statements presented fair in all respect as a “clean audit”
- Increase in the Statement of Financial do to a fair trade in 2019 on the investment
- The net debt has come down from 2018
- Water sales were lower than budgeted due to Board approved price stabilization action
- Expenses were close to budget
- Decrease in accumulated surplus from 2018 due to the sale of a tangible assets to the City of Red Deer
- Debt limit has been exceed. There is a Ministerial Order in place to allow this occur.

MOVED by Mayor Creasey to approve the 2019 Audit Financial Statement as presented.

CARRIED

Mr. Wachter and Mr. Litster left the meeting

5.1a. Allocation of 2019 Surplus

Mr. Reye presented a proposal for the allocation of the 2019 surplus to reserves as \$259,565 to Operating and \$422,437 to Capital. Concerns were expressed that transferring a surplus to operating reserves does not reflect the economic uncertainty that is occurring. Under the water regulation the Commission is unable to return funds to the municipalities in a form of a cash rebate or dividend. A discussion occurred on different options.

MOVED by Mayor Creasey that an equal amount of \$259,565 be transferred to the Operating Reserves.

Defeated Unanimously

MOVED by Mayor Bonnett that Administration present a rate reduction for the surplus \$259,565 in the form of a new proposed water rate for the remaining of the 2020 year.

CARRIED

MOVED by Councillor Matejka that an equal amount of the annual amortization for 2019 be allocated to the Capital Reserves.

CARRIED

5.2. Finance Quarterly Report

Mr. Reyes presented the variance report as of February 28th. For this period water sales are lower than expected, expenses remain in line with expectations. Water sales should increase during the summer months.

MOVED by Mayor Creasey to receive the Finance Quarterly Report as information.

CARRIED

5.3. NRDRWSC Operation's Report

Mr. Thompson presented the Operation's Report. Continuing to work as expected. Operators are maintaining and following precautionary measure recommended by Alberta Health Services. The regional team has a strong culture of cross training.

MOVED by Mayor Bonnett to receive the Operation's Report as information.

CARRIED

5.4. Administrator's Report

Mr. Thompson presented the Administrator's report.

In summary:

- The City of Red Deer is continuing their work on the new vault design. The costs were higher than expected. Administration has not seen the designs.
- Received a letter from the City of Red Deer confirming that the deferral of utilities does not apply to the Commission.
- BDO reported a clean audit.
- Robert Jenkins will be engaged to develop a financial model for the water extension.
- Provided a summary of the March 12th meeting with the four First Nations and Minister Wilson.
- Have not received a response from the Province to the questions sent by letter in January, nor the questions sent in advance to the March 12th meeting.

MOVED by Councillor Matejka to receive the Administrator's Report as information.

5.5. Chairperson's Report

Chair Wigmore had nothing to report at this time.

6. **Correspondence/Information**

6.1. City of Red Deer letter – 2019 True-up per the Water Sales Agreement
Did not exceed the threshold, therefore no true-up received for 2019.

MOVED by Mayor Bonnett to receive the City of Red Deer letter – 2019 True-up per the Water Sales Agreement as information.

CARRIED

6.2. City of Red Deer letter – Water and Wasterwater Commission Utilities
Confirming that the Commission will still be responsible for their total utility bill.

MOVED by Mayor Poole to receive the City of Red Deer letter – Water and Wasterwater Commission Utilities as information.

CARRIED

7. **Old Business:**

7.1. Follow up on Four Nations Meeting

Mr. Thompson requested direction from the Commission on its preferred course of action coming out of the March 12th meeting. Mr. Thompson presented three possible directions that the Commission can take. A discussion occurred on what direction would be in the best interest of the Commission at this time. Financial modeling for the line will not be acting on at this time.

MOVED by Mayor Creasey that the Commission cease pursuit of the north expansion and all activities related to the extension with the First Nations, until the Commission receives in writing from the Province answers to the questions forwarded to Minister Wilson office prior to the March 12, 2020 meeting.

CARRIED

MOVED by Councillor Matejka directing Administration to send a letter to the meeting attendees thanking them for participation in the March 12, 2020 meeting.

CARRIED

1. Next Meeting:

Monday, June 22, 2020 at 9:00 am, City of Lacombe Council Chambers.

2. Adjournment:

MOVED by Mayor Bonnett to adjourn this Meeting at 12:46 pm.

CARRIED

_Original Signed_____
Chairperson

_Original Signed_____
Administrator



North Red Deer Regional Wastewater Services Commission

REGIONAL WASTEWATER MEETING MINUTES

April 6, 2020
COUNCIL CHAMBERS
LACOMBE AB

In Attendance:

Members: Councillor Ken Wigmore, Chair, Councillor, Lacombe County
Mayor Richard Poole, Vice Chair, Mayor, Town of Blackfalds
Mayor Grant Creasey, Director, Mayor, City of Lacombe

Others: Jordan Thompson, Acting CAO, NRDRWWSC

Mauricio Reyes, Senior Manager of Financial Services, City of Lacombe
Michael Minchin, Manager of Corporate Services, Lacombe County
Amber Mitchell, Engineering Services Manager, City of Lacombe
Chris Huston, Utilities Manager, City of Lacombe
Jennifer Peterson, Administrative Assistant, NRDRWWSC

Guests: Joel Sawatzky, Stantec Consulting Ltd.
Todd Simenson, Stantec Consulting Ltd.
Ryan Wachter, BDO Canada LLP
Alan Lister, BDO Canada LLP

Regrets: Myron Thompson, CAO, Town of Blackfalds
Preston Weran, Director of Infrastructure & Property Services, Town of Blackfalds
Tim Timmons, County Commissioner, Lacombe County

1. Call to Order:

Chair Wigmore called the meeting to order at 9:05 am.

CARRIED

2. Adoption of the Agenda:

MOVED by Director Creasey that the agenda for April 6, 2020 be adopted as presented.

CARRIED

3. Adoption of Previous Minutes

Regular Meeting of December 9, 2019

MOVED by Vice Chair Poole that the minutes for December 9, 2019 meeting be adopted as presented.

CARRIED

4. 2019 Audit Financial Statements

Ryan Wachter, a representative of BDO Canada LLP, presented to the Commission the North Red Deer Regional Wastewater Services Commission 2019 Financial Statements. The financial statement presents fairly in all material respects, is a clean audit and demonstrate that the Commission is in a good financial position. At the end of the year the Commission owed \$552,000 in accounts payable, which a large portion of that was payable to the City of Red Deer for wastewater treatment services. The current portion of debt is that will be paid on long-term debt principal in 2020 the principal will \$137, 891. As of the end of 2019, the Commission had about \$627,000 of financial assets compared to \$690,325 of current financial liabilities, a shortfall due to the current portion of the long-term debt is not due right at December 31, 2019 and will be paid later in the year after additional fees have been charged. The long-term debt owing at the end of 2020 will be \$4.6million, which is related to funding the capital assets. The Commission has liabilities in excess of its financial assets, which is not unusual as it will provide future revenue. Two largest revenue sources were wastewater sales to the members, services were a little higher than anticipated at \$3.9million from the budgeted amount of \$3.6million. Capital and operating reserves have increased, cash flows at the end of 2019 was \$216,736, a decrease from the beginning of the year.

MOVED by Director Creasey that the Commission accept and approve the North Red Deer Regional Wastewater Services Commission Consolidated Financial Statements December 2019, as attached to the memo.

CARRIED

Ryan Wachter and Alan Lister exited the meeting at 9:23 am

5. Finance Quarter 1 Report

Senior Manager Reyes presented to the Commission a variance report on operational revenue and expenditures end February 28, 2020. The breakdown for each member, Blackfalds and Lacombe, were provided for the months of January and February 2020 and are in line with revenue expectations. Budgeted Requisitions are due to be billed 50% in June and the remaining 50% in December.

MOVED by Director Creasey to accept the February Variance Report of February 2020 as information.

CARRIED

6. Operational Report

Director Thompson presented the operational report for April 6, 2020 with updates on the City of Lacombe Management Services for the Commission. A number of deficiencies were listed that are currently being tracked by the operators and working with Stantec on a regular basis to have the deficiencies addressed within the contract warranty period. Grease build up has been found primarily in the Blackfalds wet well, minimal grease at Lacombe, this will be monitoring as it is becoming more common for regional Commissions (South Red Deer Regional Wastewater) where enzymes to reduce

grease build have had to be added. In response to the COVID 19, regional operators are following protocol set by the province on social distance and all precautionary measures recommended by Alberta Health. Reassurance has been made with manufacturers for chemical needed from the supplier and if required a similar product is available from other manufacturers.

MOVED by Vice Chair Poole to accept the Operational Monthly Report of April 6, 2020 as information.

CARRIED

7. Lacombe County Letter – Budget Approval

MOVED by Director Creasey to accept the Lacombe County Letter for Budget Approval as information.

CARRIED

8. Adjournment:

MOVED by Director Creasey that the North Red Deer Regional Wastewater Services Commission meeting of April 6, 2020 be adjourned at 10:44 am.

CARRIED

_Original Signed _____
Chair

_Original Signed _____
Administrator

LACOMBE AND DISTRICT RECREATION, PARKS AND CULTURE BOARD

Regular Meeting Minutes

Monday, May 19, 2020 at 5PM

Present: Kirstin Bouwsema, County Representative (Chairperson)
Emma Vockeroth, City Representative (Vice Chairperson)
Paula Law, Reeve, County Councillor
Jonathan Jacobson, City Councillor
Teresa Johnson, City Representative - attended virtually
Ashely Morrison, County Representative
Diana Wiebe, City Representative
Dani Ducross, City Representative
Ameerah Giesbrecht, Student Representative
Sandi Stewart, Manager of Recreation and Culture
Sonya Beauclair, Recreation & Culture Assistant

Regrets:

1. Call to order/Introductions

Kirstin Bouwsema called the meeting to order at 5:02PM

2. Additions to / Adoption of Agenda

Moved by Dani Ducross that the agenda for May 19, 2020 be adopted as presented

CARRIED *unanimously*

3. Adoption of March 16, 2020 Meeting Minutes

Moved by Diana Wiebe that the minutes of the March 16, 2020 meeting of the Lacombe and District Recreation, Parks and Culture Board be approved as presented

CARRIED *unanimously*

4. Presentations/Correspondence

None

5. Ongoing Business

5.1. Facility Rental Assistance Grant (\$14,227)

5.1.1. Relaxed guidelines with additional funds

Sandi explained the proposed changes to the guidelines and that there has been an additional \$10,000 allocated to the grant for 2020 from Council. This was initiated to help mitigate impacts of social restrictions, re-establish events and services, reduce costs to participants and help lower the impact of COVID-19. Community groups,

businesses, and individuals can qualify for the grant to reduce or eliminate the rental cost of a city facility and pass the benefit onto participants.

Jonathan arrived at 5:15PM

There is no maximum amount for the applications. The Board has a lot of flexibility and can make specific motions based on each individual application. They can stipulate whether they give the full amount, part amount, enough for a couple dates, or if a reoccurring event needs to reapply every month or for every individual date, etc. These funds are for 2020 dispersal.

Administration will follow up with prior successful 2020 applicants to see if they were able to host their events.

All facility booking staff will be made aware of the funding so they can share the information with anyone making a booking inquiry who may qualify. It will also be advertised through various platforms once it is approved.

5.1.2. Updated Application

The Board was good with the updated application reflecting the proposed guidelines, as there is also a budget template that gets sent out with the application.

5.1.3. Rating Matrix

Sandi explained how the matrix works and how it can assist the Board when evaluating the applications.

Moved by Emma Vockeroth that the Board approved the relaxed guidelines for the Facility Rental Assistance Grant as presented for the remainder of 2020

CARRIED *unanimously*

6. New Business

6.1. Playgrounds

Sandi explained the RFP evaluation criteria, reviewed the designs, described what is included in all options, how the options are different, and that they are all within the budget. The Board liked the sand digger. The Board noted that other communities are doing exercise parks beside playgrounds, this is great for care givers so they can workout while children play. Having multiple pieces of fitness equipment allows groups to workout together. The Board wondered if the Lincoln Park should be fenced in as it is fairly close to the road. Sandi wasn't aware of any previous issues at this site and mentioned fencing has become a common practice for new subdivisions but was not part of this replacement project's scope/budget.

6.2. Extra information

6.2.1. Watched the Bamboo Jungle Video

6.2.2. Watched the Rotating Dish Video

Moved by Dani Ducross that the Board recommend Option 1 for Lincoln Park to Council for approval

CARRIED *unanimously*

Moved by Jonathan Jacobson that the Board recommend Option 1 for Heritage Park to Council for approval

CARRIED *unanimously*

7. Information

7.1. Recreation Service Monthly Report

7.1.1. Sandi shared some highlights from the report.

7.2. Kinsmen Aquatic Centre Stats

7.2.1. Pool has been closed since Mar 15 due to COVID

Moved by Diana Wiebe that the Board accept the reports as information

CARRIED *unanimously*

7.3. Direction for 2021 Rates and Fees

- The Board was asked for their thoughts on recreation facility 2021 Rates and Fees to assist administration in preparing for the next meeting.
- A Board member suggested there should be a policy for increases so it's not ad hoc each year and that not increasing 2021 rates may lead to a need for a larger surge in future years if the rates have fallen behind.
- There is a practice of doing an annual rate increase of 2-3%, then rounding up to the nearest dollar for most recreation facilities. This is not a formal policy, but has been a frequent practice for a number of years. Last year the LMC simplified their overall rate structure removing non-local rates and re-adjusting a number of rates. While the Kinsmen Aquatic Centre has been doing a fee comparison to align to similar facilities.
- The Board wondered what the cost of recovery is for facilities, Sandi stated these are hard to accurately and consistently calculate and compare to others because everyone does them a little differently. The Board would like to review revenues and expenses for the facilities last five years to see the changes.
- The Board wondered what the cost of COVID-19 would be and what trickledown effect would occur. The current predicted loss for the City is \$210,000, and the majority of this loss is from recreation facility revenues.
- Some Board members felt it may not be a good idea to raise rates with many households dealing with lower income due to COVID-19.
- The FRAG could help groups in the future while still increasing rates to maintain cost increases.
- The idea of charging for dumping grey/black water at campground was brought up.
- Administration will prepare recreation facility rate review information for the next meeting.

7.4. Other

County is hoping to relax COVID restrictions. Same for City, hoping to reopen facilities.

8. Next Meeting

June 16, 2020 5PM, Board Room at Council Chambers

9. Adjournment

Moved by Emma Vockeroth to adjourn the meeting at 6:57PM



CITY OF LACOMBE
MUNICIPAL PLANNING COMMISSION
MINUTES 052020

DATE: May 20th, 2020

PLACE: City of Lacombe Council Chambers

TIME: 5:00 p.m.

PRESENT:	Grant Creasey Thalia Hibbs Don Gullekson Debbi Gallant	Mayor (Chairperson) Councillor Councillor Member at Large
STAFF:	Debbie Bonnett Crystal Chappell Jennifer Kirk	Planning & Development Manager Development Officer Development Officer

1. CALL TO ORDER

Chairperson Creasey called the meeting to order at 5:00 p.m.

2. ADOPTION OF AGENDA

MOVED BY: Councillor Hibbs

That the agenda be adopted as presented.

Discussions took place regarding the new Land Use Bylaw amendment that allows the Development Officer to decide upon discretionary use applications if no opposition is received from neighbouring properties. Administration reviewed said permits for the information of the commission (61/250.53 (20) & 61/250.59 (20)).

CARRIED: Unanimously

3. ADOPTION OF MINUTES

MOVED BY: Councillor Gullekson

That the Municipal Planning Commission minutes for April 1st, 2020 be approved as presented.

CARRIED: Unanimously

4. DEVELOPMENT PERMIT APPLICATIONS

**4.1 66/250.01 2020 – Subdivision: Create Two Highway Commercial (C4) Parcels and One Public Utility Lot
6005 50 Avenue
Lot P, Block 50, Plan 3583 NY**

The Applicant was not in attendance to provide additional information and answer questions.

Planning and Development Manager, Debbie Bonnett, presented an application for a subdivision to create two highway commercial (C4) parcels and one public utility lot to be located at 6005 50 Avenue.

After discussions, the following motion was put forward:

MOVED BY: Councillor Gullekson

"RESOLVED that the Municipal Planning Commission approve the proposed subdivision of Lot P, Block 50, Plan 3583 NY, subject to the following conditions:"

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. Subdivision by means suitable to the Registrar of the Land Titles Office.
2. Written confirmation that the reserve designation has been removed from the portion of Lot P, Block 50, Plan 3583 NY used to create the proposed parcels.
3. Registration of Road Closure Bylaw 481 prior to or concurrent with the registration of the Plan of Subdivision with Land Titles.
4. Provision of a utility right of way and agreement satisfactory to the City of Lacombe across Lot 9 and Lot 10.
5. Provision of a mutual access easement satisfactory to the City of Lacombe ensuring Lot 9, Lot 10, Lot 11 PUL each have access to the service road and to 50 Avenue across one another with the easement to be registered against each title.
6. Provision of a temporary easement satisfactory to the City of Lacombe allowing the existing sign to remain on Lot 10.

CARRIED: Unanimously

**4.2 66/250.02 2020 – Subdivision: Create Four Residential Lots for a Four-Plex (Under Construction)
5345 49 Avenue
Lot 10, Block 23, Plan RN1B**

The Applicant was not in attendance to provide additional information and answer questions.

Planning and Development Manager, Debbie Bonnett, presented an application for a subdivision to create four residential lots for a four-plex that is currently under construction to be located at 5345 49 Avenue.

After discussions, the following motion was put forward:

MOVED BY: Councillor Hibbs

"RESOLVED that the Municipal Planning Commission approve the proposed subdivision of Lot 10, Block 23, Plan RN 1B subject to the following conditions:"

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. Subdivision by means suitable to the Registrar of the Land Titles Office.
2. All outstanding taxes to be paid, or satisfactory arrangement for payment thereof, to the City of Lacombe.
3. Provision of individual curb stops/shutoffs on each water line for each unit in a location accessible from 49 Avenue and meeting the City of Lacombe specifications.
4. Registration of an easement satisfactory to the City of Lacombe on either Lot 10C or Lot 10D for the placement of a communal garbage bin serving Lot 10A, Lot 10B, Lot 10C and Lot 10D.
5. Provision of a Party Wall Agreement satisfactory to the City of Lacombe to be registered on the titles of Lot 10A, Lot 10B, Lot 10C and Lot 10D addressing access and maintenance of water lines and wastewater lines serving the individual units/lots.

6. Registration of an easement satisfactory to the City of Lacombe for pedestrian access for all proposed Lots to be able to access 49 Avenue, the rear lane, and the communal garbage bin location.

CARRIED: Unanimously

5. NEXT MPC MEETING

June 3rd, 2020

6. ADJOURNMENT

THAT this meeting now adjourns at 5:30 p.m.

MOVED BY: Member Gallant

CARRIED: Unanimously

Chairperson



Date

June 17, 2020



COUNCIL MEMBER'S REPORT

TO	Members of Council
FROM	Chris Ross
SUBJECT	<ul style="list-style-type: none"> • Summary of meetings/events attended as a Council representative • Key issues raised and/or comments for Council's information
DATE OF REPORT	July-13-2020
ORGANIZATION	KEY POINTS OF DISCUSSION AND/OR DECISIONS
Lacombe Airport	Reviewed partnership agreement and grant approval of resurfacing the runway hoping to be completed fall 2020
FCSS	Reviewed grant approvals , reinstated home care services



COUNCIL MEMBER'S

TO	Members of Council
FROM	Cora Hoekstra
SUBJECT	<ul style="list-style-type: none"> • Summary of meetings/events attended as a Council representative • Key issues raised and/or comments for Council's information
DATE OF REPORT	July 13, 2020
ORGANIZATION	KEY POINTS OF DISCUSSION AND/OR DECISIONS
Lacombe Foundation	<p>June 22 –Board Meeting, County of Lacombe Received a surprise capital and maintenance renewal grant. It will be used for Cameron Manor and Parkview Manor. Tricon has requested Lacombe Foundation to be part of the approval process for the affordable housing project they are involved in. July 7 – Board members were informed about the specifics regarding Covid-19 funding for lodges. This will be reviewed at the fall Board meeting.</p>
Charis Village	<p>July 6 – Toured a number of suites in Chinook Villa showing the different options available for people who desire independent living in a “unique Christian retirement community in Lacombe, Alberta.”</p>

CITY OF LACOMBE
MINUTES OF COUNCIL MEETING 20-13

Minutes of the Regular Meeting of Council held on **June 22, 2020** in the Council Chambers of the City Administration Office.

Present: Mayor Grant Creasey
Deputy Mayor Jonathan Jacobson
Councillor Don Gullekson
Councillor Thalia Hibbs
Councillor Cora Hoekstra
Councillor Reuben Konnik
Councillor Chris Ross

Staff Present: Matthew Goudy, Chief Administrative Officer
Deborah Juch, Director of Community Services
Diane Piche, Director of Corporate Services (remote)
Jordan Thompson, Director of Operations and Planning Services
Matthew Tomnuk, Computer and IS Technician
Ross Pettibone, Legislative Coordinator/Executive Support (remote)

Regrets Mauricio Reyes, Senior Finance Manager

Media Present: None

CALL TO ORDER – Regular Meeting of Council

Mayor Creasey called the meeting to order at 5: 00 p.m.

ADOPTION OF AGENDA

MOVED BY Councillor Gullekson:

THAT the Monday June 22, 2020 regular meeting agenda be adopted as presented.

CARRIED UNANIMOUSLY

11/178.13 20MO
THAT the Monday June
22, 2020 regular
meeting agenda be
adopted as presented.
20-235

REQUESTS FOR DECISION

Highway 2 Corridor Study

Jordan Thompson, Director of Operations and Planning Services, presented the Highway 2 Calgary to Edmonton Corridor Improvement Study to Council for information, as received from Alberta Transportation, highlighting portions most relevant to Lacombe.

MOVED BY Councillor Hoekstra:

THAT Council accept this report as information (Highway 2 Corridor Improvement Study).

CARRIED UNANIMOUSLY

38/914.01 20MO
THAT Council accept
this report as
information (Highway 2
Corridor Improvement
Study).
20-236

Committee Review Report-Arts Endowment

Deborah Juch, Director of Community Services, presented proposed amendments to the Arts Endowment Committee, following discussion at the June 1, 2020 Council Committee meeting.

MOVED BY Councillor Hibbs:

THAT Council resolves to cease appointing a Councillor member to the Arts Endowment Committee effective October 2020.

CARRIED UNANIMOUSLY

11/117.06 20MO
THAT Council resolves
to cease appointing a
Councillor member to
the Arts
Endowment Committee
effective October 2020
20-237

Committee Review Report – Art Collection

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

Deborah Juch, Director of Community Services, presented proposed amendments to the Lacombe Art Collection Committee, following discussion at the June 1, 2020 Council Committee meeting.

MOVED BY Councillor Ross:

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.

CARRIED UNANIMOUSLY

Committee Review Report – Rikubetsu Friendship Society

11/117.08 20MO
THAT Council directs Administration to increase the City's in-kind support of the Rikubetsu Friendship Society by assigning a second manager liaison and by hosting a dedicated webpage for the Society within the City's website.
20-239

Deborah Juch, Director of Community Services, presented proposed amendments to the working relationship with Lacombe & District Rikubetsu Friendship Society, following discussion at the June 1, 2020 Council Committee meeting.

MOVED BY Councillor Hibbs:

THAT Council directs Administration to increase the City's in-kind support of the Rikubetsu Friendship Society by assigning a second manager liaison and by hosting a dedicated webpage for the Society within the City's website.

AGAINST:
Councillor Ross

FOR:
Mayor Creasey
Councillor Hibbs
Councillor Hoekstra
Councillor Gullekson
Councillor Jacobson
Councillor Konnik

CARRIED

11/117.09 20MO
THAT Council resolves to cease appointing a Councillor liaison to the Rikubetsu Friendship Society, effective October 26, 2020.
20-240

MOVED BY Councillor Hibbs:

THAT Council resolves to cease appointing a Councillor liaison to the Rikubetsu Friendship Society, effective October 26, 2020.

AGAINST:
Councillor Hoekstra

FOR:
Mayor Creasey
Councillor Hibbs
Councillor Gullekson
Councillor Jacobson
Councillor Ross
Councillor Konnik

CARRIED

Energy Audit – Gary Moe Auto Group Sportsplex

74/921.01 20MO
THAT Council accepts the report on the SustainErgy Scoping Audit of the Gary Moe Auto Group Sportsplex as information, and directs Administration to continue with the MCCAC Recreation Energy Conservation Program.
20-241

Deborah Juch, Director of Community Services, presented a plan to implement energy-efficient updates at the Gary Moe Auto Group Sportsplex. Following a Municipal Climate Change Action Centre (MCCAC) grant-funded energy scoping audit, the next steps are an engineering study and project proposals for rebate-qualifying retrofits.

MOVED BY Councillor Ross:

THAT Council accepts the report on the SustainErgy Scoping Audit of the Gary Moe Auto Group Sportsplex as information, and directs Administration to continue with the MCCAC Recreation Energy Conservation Program.

CARRIED UNANIMOUSLY

ITEMS FOR INFORMATION

1. Government of Alberta Letter: Gas Tax Fund, June 10

2. Parkland Regional Library Financial Statements, 2019

MOVED BY Councillor Konnik:

11/173.16 20MO
THAT Council receive
all reports and items as
information
20-242

THAT Council receive all reports and items as information.

CARRIED UNANIMOUSLY

ADOPTION OF MINUTES

MOVED BY Councillor Hibbs:

11/179.13 20MO
THAT the June 15,
2020 regular council
meeting minutes be
accepted as presented.
20-243

THAT the June 15, 2020 regular council meeting minutes be accepted as presented.

CARRIED UNANIMOUSLY

NOTICES OF MOTION

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).

ADJOURNMENT

MOVED BY Councillor Konnik:

11/177.41 20MO
Adjournment
20-244

THAT the meeting be adjourned at 6:07 PM.

CARRIED UNANIMOUSLY

Mayor

Chief Administrative Officer

AGENDA



REGULAR MEETING AGENDA

Council of the City of Lacombe
Monday, July 13 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 Charis Village Housing Society of Central Alberta	<i>Merle Jacobson Peter Kuipers</i>
5:30	3.2 Lacombe Golf & Country Club	<i>Kerry Ward John Hellofs</i>
	4. PUBLIC HEARINGS	
	4.1 N/A	
	5. REQUESTS FOR DECISION	
	5.1 Lacombe Golf & Country Club Request	<i>CAO</i>
	5.2 Charis Village Request	<i>CAO</i>
	5.3 Community Economic Development (CED) Bylaw	<i>Mgr. Lapointe</i>
	5.4 Combo. Sewer Flusher & Hydrovac Truck Replacement	<i>Mgr. Huston</i>
	5.5 Director of Emergency Management Appointment	<i>Dir Piche</i>
	5.6 Westview Stairway Trail Connector Contract Award	<i>Dir Juch</i>
	5.7 Committees Review Report #2	<i>Dir Juch</i>
	5.8 Council Committee Meeting	<i>CAO</i>
	6. INFORMATION	
	6.1 Administrative Reports	
	6.1.a Chief Administrative Officer Report	
	6.2 Council Mailbox	
	6.2.a Alberta Conservation Association RE: Fish Stocking Thank You, Jun 15 2020	

- 6.2.b Gov AB Memo: Seniors & Housing, Jun 20, 2020
- 6.2.c Gov AB Letter: Economic Recovery Plan, July 2, 2020
- 6.2.d Lacombe Ringette Assoc Digital Sign Support, June 29, 2020
- 6.2.e Echo Lacombe Assoc Digital Sign Support, June 30, 2020
- 6.2.f Lacombe Curling Club Digital Sign Support, July 7, 2020
- 6.2.g Digital Sign Designs

6.3 Commission, Board, Committee Reports and Minutes

- 6.3.a Lacombe Regional Waste Services Commission: Feb 26, 2020 *Creasey*
- 6.3.b Lacombe Regional Airport Committee: March 20, 2020 *Ross/Hoekstra*
- 6.3.c North Red Deer River Water Svcs Commission: Apr 6, 2020 *Creasey*
- 6.3.d North Red Deer Regional Wastewater Svcs Commission: Apr 6, 2020 *Creasey*
- 6.3.e Lacombe & District Recreation Parks and Culture Board: May 19, 2020 *Jacobson*
- 6.3.f Municipal Planning Commission: May 20, 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 June 22, 2020 Regular Council Meeting Minutes

8. NOTICES OF MOTION

- 8.1 N/A

9. IN CAMERA

- 9.1 Land (FOIP S. 16) *Dir Juch*
- 9.2 Monthly Update (FOIP Sections 24, 16) *CAO Goudy*

10. ADJOURNMENT

Next Meetings:

- Monday, August 10, 2020
 - Regular Council Meeting: 5:00 p.m., Council Chambers
- Monday, August 17, 2020
 - Regular Council Meeting: 5:00 p.m., Council Chambers

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

REQUEST FOR COUNCIL DECISION



SUBJECT: Tax Reduction Request – Lacombe Golf & Country Club
PREPARED BY: Mauricio Reyes, Senior Manager of Financial Services
PRESENTED BY: Matthew Goudy, Chief Administrative Officer
DATE: July 13, 2020

FILE: 13/215

PURPOSE:

To provide Council with a recommendation on the request from Lacombe Golf & Country Club (“the Club”) to provide a tax reduction in 2020.

RECOMMENDED MOTION(S):

1. THAT Council accepts this report as information.

RELATED PRIOR MOTION(S):

1. None

EXECUTIVE SUMMARY:

The City has received a request from the Lacombe Golf & Country Club for a reduction in taxes. The request does not specifically identify the desired percentage or amount of tax reduction. Approval of the request would negatively impact tax revenue in 2020.

Administration recommends that Council declines the request from Lacombe Golf and Country Club to provide a tax reduction.

ANALYSIS:

Background

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”

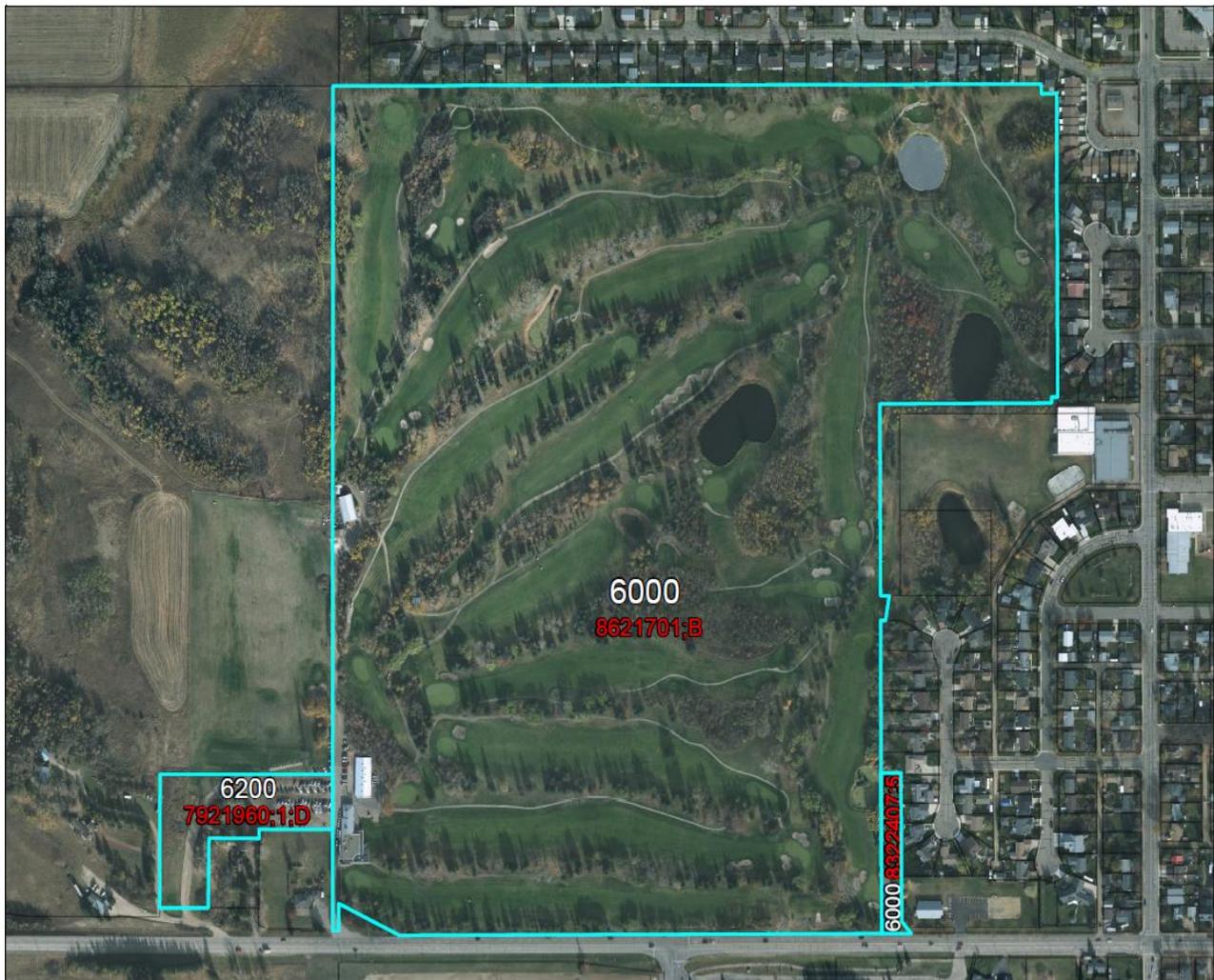
On June 4, 2020, the City of Lacombe received a request for a tax reduction on the following tax roll numbers:

- 194 060015120
- 194 060015140

REQUEST FOR COUNCIL DECISION

- 194 060015640

Figure 1 – Location of Golf & Country Club (6000/6200 - 50 Avenue)



The total taxes levied in 2020 for these three properties were \$51,736. Approximately 80% of the taxes are related to the golf course itself (i.e. land), with the remaining 20% attributable to improvements, such as the clubhouse and proshop. Of the total taxes levied, approximately 30% are non-municipal (education) taxes as shown in table 1 below.

REQUEST FOR COUNCIL DECISION



Table 1 – Tax breakdown Municipal vs. Non-municipal Taxes

	Roll #194 060015120	Roll #194 060015140	Roll # 194 060015640	Total Taxes
Municipal Taxes	\$33,494.18	\$1,842.31	\$1,060.45	\$36,396.94
Non- Municipal Taxes	\$14,116.20	\$776.44	\$446.93	\$15,339.57
Total	\$47,610.38	\$2,618.75	\$1,507.38	\$51,736.51

2020 Tax Reduction Options

In their request, Lacombe Golf & Country Club did not specify how much of a tax break they would like to get should their request be granted. Consequently, some options are presented to Council in the next paragraphs.

Option 1

Reduction based on total taxes owing (50%) – this would result in a total deduction of \$25,868.25. As non-municipal taxes cannot be eliminated, a reduction of this amount would lower the municipal portion of property taxes from \$36,396.94 to \$10,528.68.

This option would result in the City losing 71 percent decrease in tax revenue for these properties in 2020.

Option 2

Reduction based on municipal portion of property taxes (50%) – Municipal taxes would be reduced from \$36,396.94 to \$18,198.47, effectively halving the municipal portion of property taxes.

This option would result in the City losing half of its tax revenue on these properties.

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

REQUEST FOR COUNCIL DECISION



after December 31, 2020 will be considered in arrears and will be subject to a 10% tax penalty as per [Bylaw 379](#).

Financial Implications

The cost of reducing municipal taxes will depend on what percentage Council is comfortable reducing taxes by. The maximum loss of municipal tax revenue (in the options proposed) is \$36,396.94

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 Golf & Country Club to reduce property taxes)
2. THAT Council defers 2020 tax collection for the roll numbers listed to June 30, 2021 without penalties

REQUEST FOR COUNCIL DECISION



3. THAT Council directs Administration work with the requestor to generate alternative options
4. THAT Council approves the request from Lacombe Golf & Country Club and authorizes Administration to adjust property taxes for the roll numbers listed

ATTACHMENTS:

- Letter from Lacombe Golf & Country Club

REQUEST FOR COUNCIL DECISION



SUBJECT: Tax Reduction Request – Charis Village Housing Society
PREPARED BY: Mauricio Reyes, Senior Manager of Financial Services
PRESENTED BY: Matthew Goudy, Chief Administrative Officer
DATE: July 13, 2020

FILE: 13/215

PURPOSE:

To provide Council with a recommendation on the request from Charis Village Housing Society of Central Alberta to reduce property taxes in the years 2020 and 2021.

RECOMMENDED MOTION(S):

1. THAT Council accepts this report as information.

RELATED PRIOR MOTION(S):

1. None

EXECUTIVE SUMMARY:

The City has received a request from the Charis Village Housing Society of Central Alberta for a reduction of property taxes for the fiscal years 2020 (50%) and 2021 (25%). Approval of the request would negatively impact tax revenue in both years.

Administration recommends that Council declines the request from Charis to reduce property taxes in 2020 and 2021.

ANALYSIS:

Background

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”

On June 8, 2020, the City of Lacombe received a request for a reduction of property taxes for the following tax roll numbers:

- 194 018081380
- 194 018081390

REQUEST FOR COUNCIL DECISION



Figure 1 – Location of Chinook Villa (7200 – 72 Avenue)



The total taxes levied in 2020 for these two properties were \$50,840.82. Of the total taxes levied, approximately 25% are non-municipal taxes as shown in table 1 below.

REQUEST FOR COUNCIL DECISION



Table 1 – Tax breakdown Municipal vs. Non-municipal Taxes

	Roll # 194018081380	Roll # 194018081390	Total Taxes
Municipal Taxes	\$2,995.10	\$35,292.49	\$38,287.59
Non-Municipal Taxes	981.99	11,571.24	12,553.23
Total	\$3,977.09	\$46,863.73	\$50,840.82

The tax amounts above do not include additional 2020 supplementary taxes that will be levied in early 2021 on properties that are being constructed in 2020. At the time of writing of this report, Administration is unable to estimate the amount of 2020 supplementary taxes that will be levied on these properties.

2020 Tax Reduction Options

Option 1

Reduction based on total taxes owing (50%) – This would result in a total reduction of \$25,420.21. As non-municipal taxes cannot be reduced, a reduction of this amount would lower the municipal portion of property taxes from \$38,288 to \$12,867.

This option would result in the City losing 66 percent decrease in tax revenue for these properties in 2020.

Option 2

If the 50% reduction is applied to the municipal portion of property taxes, municipal taxes would be reduced from \$38,288 to \$19,144 effectively halving the municipal portion of property taxes.

This option would result in the City losing half of its tax revenue on these properties in 2020.

2021 Tax Reduction Options

At time of writing of this report, assessment values and tax rates to be used in 2021 are not available yet. Although they are likely to be similar, administration is unable to predict the precise financial impact. Tax reductions in 2021 would follow the same methodology as in 2020.

REQUEST FOR COUNCIL DECISION



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](#).

Financial Implications

The cost of reducing property taxes by 50% in 2020 will be between \$19,143.80 and \$25,420.41 depending on whether the reduction is applied to the entire property taxes or the municipal portion of property taxes only.

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 Charis Village Housing Society to reduce property taxes.)

REQUEST FOR COUNCIL DECISION



2. THAT Council defers 2020 tax collection for the roll numbers listed to June 30, 2021 without penalties
3. THAT Council directs Administration work with the requestor to generate alternative options.
4. THAT Council approves the request from Charis Village Housing Society and authorizes Administration to adjust property taxes for the roll numbers listed.

ATTACHMENTS:

- Letter from Charis Village Housing Society

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: July 13, 2020

FILE: 62/143

PURPOSE:

Administration presents Bylaw 480, the Community Economic Development Bylaw, for first 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 first reading to Bylaw 480.

RELATED PRIOR MOTION(S):

1. (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.
2. (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 first reading, 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.

ANALYSIS:

Background

- [Bylaw 359](#) was approved in 2010 and first introduced the concept of community economic development (CED).

REQUEST FOR COUNCIL DECISION



- 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.
- 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.

REQUEST FOR COUNCIL DECISION



- 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
 - 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.

REQUEST FOR COUNCIL DECISION



ALTERNATIVE MOTION(S):

1. THAT Council gives Bylaw 480 first reading as presented, and directs Administration to return the Bylaw for second reading on August 10, 2020; OR
2. THAT Council gives Bylaw 480 first reading and directs Administration to amend the Bylaw and return the Bylaw for second reading on August 10, 2020; OR
3. THAT Council returns the matter of the community economic development bylaw to Administration with direction.

ATTACHMENTS:

Bylaw 480

REQUEST FOR COUNCIL DECISION



SUBJECT: 2020 – Combination Sewer Cleaning & Hydrovac Unit – Request for Proposal (RFP) Results
PREPARED BY: Chris Huston, Manager of Utilities
PRESENTED BY: Chris Huston, Manager of Utilities
DATE: July 13, 2020

FILE: 43/782

PURPOSE:

To approve the replacement of the existing Vactor Combination Sewer Cleaning and Hydro-excavation (hydro-vac) unit as approved in the 2020 Capital Budget.

RECOMMENDED MOTION(S):

1. 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**.

RELATED PRIOR MOTION(S):

1. N/A

EXECUTIVE SUMMARY:

The 2020 Capital Budget includes \$559,475 for the replacement of the City's 2008 Vactor Combination Sewer Cleaning and Hydrovac unit. With trade-in value, options and warranty, the net cost of the replacement unit is under budget at **\$544,178**. If approved, the delivery of the unit to Lacombe is estimated to be August 14, 2020.

ANALYSIS:

Background

The 2020 Capital budget allocated \$559,475 for the replacement of the existing 2008 Vactor unit utilized extensively by the Utilities Department. This unit, initially scheduled for replacement in 2018, shows continuing signs of critical wear. Oil samples on the front-engine show increased levels of aluminum, indicating potential engine issues are imminent, and the tank and suction components needed patch welding in 2019. The hose reel and gauges on the front of the unit continue to be high maintenance items. The rear auxiliary engine has an intermittent oil leak along with various other components showing minor fluid leaks.

Administration researched local manufacturers of hydro-excavation trucks (hydro-vac), and they do not specialize in making the combination sewer flushing and hydro-vac trucks. The utility department utilizes a combination hydro-vac vehicle for its ability to perform two

separate tasks housed into one compact unit. The past 12 years have proven to be successful operating the combination hydro-vac truck, providing operators with the ability to flush sewers and vacuum out material from the sewer mains, as opposed to sending it further down the line potentially causing a blockage elsewhere. The ability to perform hydro excavation is equally essential, from cleaning catch basins, repairing water and sewer leaks, and providing timely repairs to infrastructure.

Request for Proposal

The Alberta Purchasing Connection website showed that five vendors downloaded the bid documents from the APC site who manufacture the combination “sewer flushing/ hydro-vac” vehicles. From these, one vendor submitted a proposal with three options. The three options proposed:

- **Option 1** – This option meets all minimum required specs as per the RFP, has a single-stage vacuum system, has the 2nd highest cost, is a **new** (2021) factory order with an 8-9 month delivery time.
- **Option 2** – This option exceeds the minimum required specs as per the RFP, is the lowest cost and comes with enhanced features like:
 - ✓ an improved vacuum system that uses positive displacement (as opposed to a fan system), the PD system would give operators the ability to clean out the City’s sewer lift stations inhouse, instead of contracting this cleaning out (due to depth of the wet wells);
 - ✓ the new Rapid Deployment Boom expedites the time to set up onsite, not needing staff to climb on the truck to attached extra steel tubes for every task;
 - ✓ Larger debris tank, 12 cubic yards (RFP asked for a minimum ten cubic yard tank);
 - ✓ Rear door splash shield.

The demo unit (2020), comes with a full warranty and a one month delivery time.

- **Option 3** – This option meets all minimum required specs as per the RFP, uses a dual-stage vacuum system, is the highest cost, comes with some enhanced features like Option 2 and is a **new** (2020) currently at the factory with a 4-5 month delivery time.

Evaluation

The evaluation team reviewed the bid submissions, completed operator and maintenance assessments on the proposed units, and called references. After an initial review, the vendor

REQUEST FOR COUNCIL DECISION



demonstrated the unit on site. The evaluation team evaluated and scored the submissions as follows:

Vendor	Cost (40%)	Product Specs, Design & Features (20%)	Operator Review (15%)	Warranty, Service, Support (15%)	Delivery Schedule (10%)	Total (100%)
Joe Johnson – Option 1	39	15	14	13	6*	<u>87</u>
Joe Johnson – Option 2	40	18**	14	13	10	<u>95</u>
Joe Johnson – Option 3	34	20	14	13	8***	<u>89</u>

*33 weeks (8-9 months)

**score reflects demo unit option

***16 weeks (4 months)

Overall scoring by the evaluation team indicates that purchasing **Option 2 - 2020 Vactor 2100i demo unit from Joe Johnson Equipment** is the most desirable option for the City of Lacombe.

- 2020 Vactor 2100i Demo (Western star conventional chassis)
- Positive displacement vacuum system and 12 cubic yard debris tank
- Rapid deployment boom meaning less time spent adding tubes to the vacuum hose
- Heat traced and insulated water lines
- Boiler unit for winter operation
- Hose reel safety cage
- Improved operator station and remote
- Numerous additional features
- Telescopic manhole camera, upgraded sewer nozzle kit
- Delivery Time is four weeks

FINANCIAL ANALYSIS:

The capital budget of \$559,475 is sufficient for this purchase. Including trade-in of the existing unit, options and delivery, the total replacement cost is **\$544,178** (under budget by \$15,297 or 2.7%).

REQUEST FOR COUNCIL DECISION



The existing unit, purchased in 2008, has good cost records from 2012 to date. Based on the budgeted cost of the new unit, average labour rates today, historical maintenance costs and hourly usage, Administration confirms the hourly rate to run the unit is \$218.24/hr. By comparison, private industry rates for a similar unit are \$250/hr, about 15% higher. The current unit operates 650hrs/year. The breakeven point, where ownership is more financially advantageous to contracting, is more than 530hrs/year.

#203 (Vac Truck) - 2020 Purchase Price \$559,500

Year	Capital Cost (New Unit \$559,500 over 10-years)	Historical Maintenance Costs	Historical Fuel, Oil, Insurance Costs	Historical Usage	Notes
2012	\$ 55,950.00	\$ 11,431.00	\$ 11,378.00	1750	Started tracking maintenance and fuel costs in 2012
2013	\$ 55,950.00	\$ 7,667.00	\$ 11,511.00		
2014	\$ 55,950.00	\$ 14,589.00	\$ 10,619.00		
2015	\$ 55,950.00	\$ 42,413.00	\$ 10,836.00		(rear aux engine rebuild)
2016	\$ 55,950.00	\$ 12,961.00	\$ 11,282.00		
2017	\$ 55,950.00	\$ 33,147.00	\$ 11,189.00		
2018	\$ 55,950.00	\$ 12,230.00	\$ 14,696.00		
2019 (to date)	\$ 55,950.00	\$ 16,050.00	\$ 9,426.00	7005	
Totals	\$ 447,600.00	\$ 150,488.00	\$ 90,937.00	5255	
City of Lacombe Costs		Contracted Cost			
Capital Cost	\$ 447,600.00				
Maintenance Cost	\$ 150,488.00				
Fuel, Oil, Other Cost	\$ 90,937.00				
Labour Cost	\$ 457,815.60				
TOTAL OPERATING COSTS	\$ 1,146,840.60	Equivalent Contracted Cost			\$1,313,750.00
# of Hours		5,255	# of Hours		5,255
OPERATING COST per HOUR	\$ 218.24	CONTRACTED COST per HOUR			\$250.00

STRATEGIC PLAN ALIGNMENT:

Sewer maintenance and safe hydro-excavation is a core service provided by the City with no specific alignment with a Council strategic goal.

PUBLIC ENGAGEMENT/COMMUNICATION STRATEGY:

There are no planned public engagement activities for this purchase.

ALTERNATIVE MOTION(S):

1. 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**
OR
2. THAT Council provides alternative direction to Administration

REQUEST FOR COUNCIL DECISION



ATTACHMENTS:

- Vactor 2100i brochure

REQUEST FOR COUNCIL DECISION



SUBJECT: Lacombe Emergency Management Agency – Director Appointment
PREPARED BY: Diane Piché, Director of Corporate Services
PRESENTED BY: Diane Piché, Director of Corporate Services
DATE: July 13, 2020

FILE: 24/112

PURPOSE:

To appoint a new Director of Emergency Management for the Lacombe Emergency Management Agency.

RECOMMENDED MOTION(S):

1. THAT Council appoint Fire Chief Dennis Cole to the role of Director of Emergency Management for the City of Lacombe effective July 14, 2020.
- AND
2. 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.

RELATED PRIOR MOTION(S):

1. N/A.

EXECUTIVE SUMMARY:

The position of Director of Emergency Management (DEM) is to be appointed by Council.

During the Fire Chief's recruitment process, the position of Director of Emergency Management (DEM) and Acting Fire Chief was filled by Deputy Chief Eric Graham. On April 1, 2020, Dennis Cole began his role as the Lacombe Fire Department's Fire Chief. Throughout the COVID-19 pandemic, the DEM role remained with Deputy Chief Graham to ensure response consistency and to allow the new Chief to orientate himself into his new role. As the pandemic response diminishes, it is an appropriate time to transfer the Director of Emergency Management role to Chief Dennis Cole.

Administration is seeking Council approval to appoint Chief Cole as the Director of Emergency Management (DEM) for the City of Lacombe.

ANALYSIS:

The administrative head of Lacombe Emergency Management Agency (LEMA) is the Director of Emergency Management for the City of Lacombe. LEMA prepare plans and procedures and leads the response to large scale incidents, natural disasters, and emergencies. The Agency is

REQUEST FOR COUNCIL DECISION



governed by City of Lacombe Bylaw 369 and the Alberta Emergency Management Act, RSA 2000, c E-6.8.

The current Director of Emergency Management is Deputy Fire Chief Eric Graham, who was appointed to the DEM position during the recruitment process of the new Fire Chief. Dennis Cole was hired to fill the position of Fire Chief for the Lacombe Fire Department.

Administration is seeking Council approval to appoint Fire Chief Dennis Cole as the Agency's new Director of Emergency Management.

Chief Cole has extensive experience in fire department emergencies and has been trained in numerous emergency management courses. He started in fire and emergency services in 1993 in Gander, Newfoundland. He was working for Gander Fire Rescue when 38 planes from all over the world were diverted to the Gander International Airport on September 11, 2001. This situation strengthened his experience and knowledge around crisis management.

Chief Cole has participated in planning and execution of large-scale training exercises for the Town of Gander, Transport Canada, CFB 9-Wing Gander, and Gander International Airport Authority. He has contributed to the creation of the Emergency Preparedness Department at the City of Lloydminster, undergone extensive training in emergency operation centers, disaster social services, disaster planning, media relations, and currently holds certifications in Incident Command Systems.

For clarity, Administration is also seeking Council to rescind Deputy Fire Chief Eric Graham as the current DEM for the Agency, but to re-appoint him as a Deputy DEM. His experience and position will serve the community well in the event support is needed in an emergent incident.

This appointment is necessary to ensure continuity in the operations of the Agency as well as to ensure compliance with the City's Bylaw 369 and the provincial Emergency Management Act.

Chief Cole would also be responsible for representing the City on the administrative committee for the Lacombe Regional Emergency Management Partnership.

STRATEGIC PLAN ALIGNMENT:

Continuity of keeping the Director of Emergency Management role filled speaks favorably with Council's Strategic Goals of 4.1.6 to Build Capacity within the City Structure and 4.5.3 Community Safety to enhance Lacombe's reputation as a safe community.

PUBLIC ENGAGEMENT/COMMUNICATION STRATEGY:

None required.

REQUEST FOR COUNCIL DECISION



ALTERNATIVE MOTION(S):

1. THAT Council appoint Fire Chief Dennis Cole to the role of Director of Emergency Management for the City of Lacombe effective July 14, 2020.
- AND
2. THAT Council rescind the appointment of Deputy Chief Eric Graham as the Director of Emergency Management effective July 13, 2020, and to appoint him as a Deputy Director of Emergency Management.
 3. THAT Council direct Administration as they see fit.

ATTACHMENTS:

N/A

REQUEST FOR COUNCIL DECISION



SUBJECT: Westview Stairway Trail Connector
PREPARED BY: Calvin Bennefeld, Manager of Parks and Facilities
PRESENTED BY: Deborah Juch Director of Community Services
DATE: June 22, 2020

FILE: 75/781

PURPOSE:

Administration requests Council's approval to contract Timcon Construction for the detailed design and construction of the stairway trail connector for the "Fairway Heights Willow Ridge Network" trail capital project.

RECOMMENDED MOTION(S):

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.

RELATED PRIOR MOTION(S):

71/963.02 20MO THAT Council cancels the "Michener Rec Area" and the "Wolf Creek Hwy 12 to Fish Pond" trail capital projects and reallocates their budgets to the "Fairway Heights Willow Ridge Network" trail capital project. 20-020

EXECUTIVE SUMMARY:

The City completed a Request for Proposal process for design and construction of the Westview Stairs portion of the Fairway Heights Willow Ridge Network trail project, following Council re-approving the project and adding needed budget at the [January 27, 2020 Regular Council Meeting](#). Proposals from Timcon Construction Ltd. and IMC Construction Ltd. were received, with the Timcon proposal the only one meeting mandatory criteria; it is also priced within the \$200,000 MSI-funded project budget. Timcon's concept drawing is attached as are maps showing the City lands in use for the project. Additional loops of nature trail at the south and north ends of the City lands are also planned but will require some consultation with impacted adjacent property owners. Administration is recommending awarding the design/build contract to Timcon Construction Ltd. For a value of \$93,475.00.

REQUEST FOR COUNCIL DECISION



ANALYSIS:

Project Background

- The Fairway Heights Willow Ridge Network trail project, also known as “Westview Stairs,” is a project to complete a north-south trail in City-owned lands west of the Fairway Heights neighbourhood, reapproved with additional budget by Council at the [January 27, 2020 Regular Council Meeting](#).
- The lands are a combination of Green Space, Environmental Reserve, Municipal Reserve, and undeveloped Right-of-Way.
- An informal existing nature trail overlooking Whelp Creek to the west is currently accessible from two locations; in the north at the undeveloped City right-of-way adjacent to the Northwest Recreation Area; and from the east via a grass path between two Fairway Drive homes. (See attached map.) The stairway will provide a third connection to the trail from the playground park on Fairway Heights Drive, linking this trail with a number of other City trails lying eastward.
- There is a substantial elevation drop from the playground park on Fairview Drive, to the trail below—approximately 8m- 12 m. This project will provide a safe access with a free standing stairway—itsself a fitness feature--with a spring-loaded gate closure in the chain link fencing at the west side of the playground.

Figure “8” Trail

- The January 27, 2020 Council re approval of this project included additional nature trail: loops at both the north and south ends creating a figure “8” out in both directions from the stairway. Currently the existing nature trail in the area is too narrow to permit two way traffic, and trail dead-ends as there is in the south are undesirable. Information on this addition and the ecological benefit of a second nature trail vs. a widening of the existing trail has not yet been provided to adjacent property owners. Some backyard encroachments will be affected.

Request for Proposal Process

- In April, Administration issued a Request for Proposals (RFP) which included a mandatory site meeting; representatives from four companies attended.
- By the RFP closing date, Timcon Construction and IMC Construction had submitted proposals with preliminary drawings showing their stairway concepts as requested.

REQUEST FOR COUNCIL DECISION



- On evaluation, only the Timcon Construction Ltd. proposal met all mandatory proposal criteria (see the Timcon Construction Ltd. Concept drawing attached); their price was also within budget.

Company	Timcon Construction Ltd.	IMC Construction Ltd.
Proposal Price	\$93,475.00	N/A

- Additional funds will be required for the engineering review of the detailed design prior to construction; the price for that process is expected to be approximately \$5,000.

Service Level Impacts

- Users and neighbours to this park identify the woodland immersion and wildlife viewing experience available in these lands to be of high value, which is enhanced by the type of trail (a natural trail).
- The trail itself is a three-season nature trail at present (not kept open in winter) and the project does not include upgrading this to a more urbanized trail (levelled, widened, and gravel or woodchip-topped).
- The project will add one trail linkage and a fitness feature commensurate with the existing trail service levels elsewhere in the City; the current nature trail in this area will be more conveniently accessible and useable for the general public.
- Note should be made that nature trails and outdoor fitness equipment are not accessible to persons with mobility challenges, in the same way the City's asphalt trails are.

Financial Implications

- This project is being completed with funding from the Municipal Sustainability Initiative (MSI) program. The MSI funding approval for this and other carry-over trail capital projects is aging and must be utilized asap.
- The budget is currently \$200,000.

STRATEGIC PLAN ALIGNMENT:

- The recommended action aligns favourably with the following Council Strategic Plan goals:
4.3 Environment: **4.3.2 Walkable City**
a) To Make Lacombe a Walkable City.
 - *Strategy: Improve City owned walkways. Outcome: Crosswalks, sidewalks and trails are in good condition.*

REQUEST FOR COUNCIL DECISION



- *Strategy: Promote the current trail system and associated parks. Outcome: Lacombe is known for its many kilometers of trails and urban parks.*

4.3.4 Economic Prosperity

b) To Benefit From City Owned Property.

- *Strategy: Create a plan for underperforming City property. Outcome: The City is a good steward of property and is able to bring...land back into service....*

PUBLIC ENGAGEMENT/COMMUNICATION STRATEGY:

A media release will be prepared, as is routine for a contract award. Public notice of project commencement with contact names and numbers for City staff is also planned. As the project progresses, any work on the nature trail south and north from the stairway (i.e., to loop the trail back to the stairway) will be the subject of public consultation through contact with adjacent property owners, stakeholder volunteer groups, and the Lacombe & District Recreation and Culture Board.

ALTERNATIVE MOTION(S):

1. 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; OR
2. THAT Council directs Administration otherwise regarding a contract for the detailed design and construction of a stairway trail connector for the “Fairway Heights Willow Ridge Network” trail capital project; OR
3. THAT Council accepts this request for decision as information.

ATTACHMENTS:

Timcon Construction Ltd. Proposal (In-Camera Only)

Timcon Construction Ltd. Concept Drawing

Map 1 and 2 of Area

REQUEST FOR COUNCIL DECISION



SUBJECT: Committee Review Report #2
PREPARED BY: Deborah Juch, Director of Community Services
PRESENTED BY: Deborah Juch, Director of Community Services
DATE: July 13, 2020

FILE: 11/117

PURPOSE:

This Request for Decision (RFD) and the attached Committee Review Report #2 is the second in a series of comprehensive reviews of groupings of council committees, boards, and commissions, and of City participation in external agencies. The current report reviews Parkland Regional Library, the Municipal Library Board, and the Lacombe Airport Committee and provides options to amend the City's representation in all three.

RECOMMENDED MOTION(S):

1. THAT in the case of the Parkland Regional Library, Council directs Administration to appoint and replace Council's representative with the Chief Administrative Officer or his designate effective October 2020; AND
2. THAT in the case of the Municipal Library Board, Council directs accepts this report as information; AND
3. THAT in the case of the Lacombe Airport Committee, Council accepts this report as information.

RELATED PRIOR MOTION(S):

EXECUTIVE SUMMARY:

Council is presented with *Council Committees Review Report #2* discussing the Parkland Regional Library Board, an external agency; the Municipal Library Board, an internal / external hybrid agency; and the Lacombe Airport Committee, also an internal / external hybrid. Options to amend the City's representation with these agencies, and Administration's recommendation regarding the options, are:

1. For **Parkland Regional Library**, that the City either:
 - appoint a non-Councillor such as a qualified member of the public or the Chief Administrative Officer or his designate effective October 2020, OR
 - increase administrative support to the Council representative to the Board, or that Council

REQUEST FOR COUNCIL DECISION



One other option, that Council direct Administration to withdraw the City from membership with Parkland Regional Library, is not recommended, due to the profound service level reduction the City would experience at the municipal library.

2. For the **Municipal Library Board**, that Council:
 - cease appointing a Councillor voting member to the Board and appoint the Chief Administrative Officer or his designate instead, effective October 2020. This option is not recommended.
3. For the **Airport Committee**:
 - to cease appointing a Council member to the Committee (not recommended).

Stakeholder feedback obtained through one-on-one interviews and a 12-question online survey found generally that the agencies reviewed felt very certain about their role in service provision to Lacombians and felt their services were very effective. Details on the feedback from individual agencies is included in the Review Report. Recommended options for amendments to the City-agency relationship in the case of the two library boards are to substitute a qualified member of the public or the Chief Administrative Officer or designate (City staff) for the Councillor appointment if desired; in the case of the Lacombe Airport, no recommended amendments are proposed.

ANALYSIS:

Report Overview

The current functioning of Parkland Regional Library, the Municipal Library Board, and the Lacombe Airport Committee, as agencies helping the City of Lacombe to deliver services, are outlined in the “Background” sections in the attached Review Report #2, together with a brief overview of each agency’s history and how the City came to create or partner with each.

The sections, “Agency-City Relationship” explores the founding documents, funding relationship including in-kind contributions, and the reporting and accountability avenues that enable City Council to exert control of or have input on the agencies and the services they provide or help provide to ratepayers.

As in Review Report #1, sections called “IAP2 Public Participation Spectrum” review the degree of community engagement achieved by each agency reviewed. Public participation is one of the key benefits a municipality can gain by establishing a committee, board, or commission working group, or by partnering with an external group. Participation of the public through the group can range from “less to more” in terms of representation numbers, but also less to more decision-making power as delegated by Council to the group. A municipal best practice is to ensure the public participation or engagement level around a service is appropriate given the impact or importance of the service on citizens. See <https://iap2canada.ca/> for more info.

REQUEST FOR COUNCIL DECISION



Stakeholder Input Methods – Review Report #2

A. Anonymous survey: Administration invited current and past members of the agencies under review to complete an anonymous online survey to garner input on the member experience of their work, the adequacy of City direction and resourcing, the perceived effectiveness of the board or committee in the community and with Council, and the member's service years and promoter status. Questions posed in the survey for this review were:

1. How certain do you feel about your role and the Board or Committee's role in City services to the community?
2. How much of an impact do you feel your Board or Committee's work has had in the community?
3. Do the members work well together?
4. How would you describe the time commitment required for meetings, correspondence, etc.?
5. Do you agree the Committee or Board is adequately supported by the City?
6. Do you agree that Committee or Board has appropriate resources from the City such as manager liaison, administrative support, or other in-kind support when needed?
7. Is the Committee or Board's relationship with City Council effective?
8. About how many years (include partial years) have you been a member?
9. During your time on this Committee or Board (or any other City committee), what was its most memorable contribution?
10. If you could change anything about this Committee or Board or another you were on, what would you change?
11. How likely is it that you would recommend serving on a City of Lacombe Internal Committee to a friend or colleague?

B. Interviews

To gain input on the City's involvement with Parkland Regional Library, Administration interviewed Mary C. Moore Library Head Librarian Christina Petrisor as well as Ron Sheppard, Executive Director of PRL for their perspectives on the regional library system history, current functioning, effectiveness, and benefits to the City.

Service Level Impacts

Only in the case of the potential amendments to the City's relationship with PRL did Administration find risk of significant negative service level impacts. Withdrawal from

REQUEST FOR COUNCIL DECISION



membership in the regional system, while an option for the City through termination provisions in the agreement, is strongly discouraged due to a significant reduction in the range and quality of key services to Lacombians that would result at the Mary C. Moore Library.

Financial Implications

N/A

Impacts on Agreements

In the case of the potential amendments to the City's relationship with the Airport Committee, Administration noted potential impacts to an existing agreement. Any desired change to the Airport Committee terms of reference (for example, to appoint a member of the public or Administration instead of a Council member) would require unanimous consent of all parties to amend a tri-party agreement.

STRATEGIC PLAN ALIGNMENT:

The Council Committee Review Project supports the following Council Strategic goals:

- 4.1 Sustainability – Governance
 - 4.1.1 Open and Accessible Government:
 - Conduct a review of Council Committees
 - City board and committee members understand their roles, fulfill their mandates, and provide value to the City and residents.
 - Standardized reporting and support structures for City Boards.

PUBLIC ENGAGEMENT/COMMUNICATION STRATEGY:

Administration anticipates engaging in no additional public engagement or issuing further communications on any resolution that may be made as a result of the attached report, other than to notify any impacted agencies of Council's directed membership changes (if appropriate).

ALTERNATIVE MOTION(S):

1. THAT in the case of the Parkland Regional Library, Council directs Administration to _____;
2. THAT in the case of the Municipal Library Board, Council directs Administration to _____;
3. THAT in the case of the Lacombe Airport Committee, Council directs Administration to _____;

REQUEST FOR COUNCIL DECISION



OR

4. THAT Council resolves to _____ and accepts the remaining recommendations for amending the City's relationship with the agencies reviewed in the Council Committee Review Report #2 as information;

OR

5. THAT Council accepts the Council Committee Review Report #2 as information.

ATTACHMENTS:

Review Report #2

REQUEST FOR COUNCIL DECISION



SUBJECT: Council Meeting Schedule
PREPARED BY: Ross Pettibone, Legislative Coordinator/Executive Support
PRESENTED BY: Matthew Goudy, Chief Administrative Officer
DATE: July 13, 2020

FILE: 11/118/2020

PURPOSE:

To recommend and schedule a Council Committee meeting for Monday August 31, 2020.

RECOMMENDED MOTION(S):

1. THAT Council schedule a Committee of the Whole meeting at 5:00 p.m. on August 31, 2020.

RELATED PRIOR MOTION(S):

1. November 25, 2019: THAT Council schedule a Committee of the Whole meeting of Council on August 17th, 2020

EXECUTIVE SUMMARY:

August 31, 2020:

Administration recommends scheduling an additional Council Committee meeting for the purposes of discussing the highest and best uses for a newly acquired capital asset of the City (the former Parkland Regional Library building).

ANALYSIS:

Council committee meetings require at least 24 hours' advance notice to council committee members and the public.

For the month of August – a regular meeting is scheduled August 10th, a Committee meeting August 17th, and with the addition of the recommended August 31 Committee meeting, 2020 is on track for a total of 29 council meetings.

STRATEGIC PLAN ALIGNMENT:

Proper notification of public meetings aligns favorably with Strategic Objective 4.1.1: Open and Accessible Government.

REQUEST FOR COUNCIL DECISION



PUBLIC ENGAGEMENT/COMMUNICATION STRATEGY:

Meeting Schedule posted to City website.

ALTERNATIVE MOTION(S):

1. THAT Council schedule a Committee of the Whole meeting at 5:00 p.m. on August 31, 2020.
2. That Council provide additional direction or amendments to the meeting date(s) presented.

ATTACHMENTS:

Regular / Committee Meeting Dates November 2019 to October 2020

November 2019 11 th Remembrance Day	Regular – 12 th and 25 th Committee – 4 th
December 2019 25 th / 26 th Christmas/Boxing	Regular – 9 th
January 2020 1 st New Years Day	Regular - 13 th and 27 th
February 17 th Family Day	Regular - 10 th and 24 th
March	Regular – 9 th and 23 rd
April 10 th Good Friday 13 th Easter Monday	Regular - 14 th and 27 th
May 18 th Victoria Day	Regular - 11 th and 25 th
June	Regular - 8 th 15 th and 22 nd Committee - 1 st 24 th
July 1 st Canada Day	Regular - 13 th
August 3 rd Heritage Day	Regular - 10 th Committee 17 th 31 st
September 7 th Labour Day	Regular - 14 th and 28 th
October 12 th Thanksgiving	Regular –13 th and (Organizational) 26 th Committee – 5 th