CLEARWATER COUNTY COUNCIL AGENDA February 27, 2018 9:00 am

9:00 am

Council Chambers 4340 – 47 Avenue, Rocky Mountain House, AB

A. CALL TO ORDER

B. AGENDA ADOPTION

C. CONFIRMATION OF MINUTES

1. February 13, 2018 Regular Meeting Minutes

D. PUBLIC WORKS

1. Endeavour to Assist Program Policy Review

E. AGRICULTURE & COMMUNITY SERVICES

- 1. Eckville Arena Request
- 2. Parkland Regional Library Request For Proposal

F. CORPORATE SERVICES

- 1. 2017 Audit Planning Letter
- 2. Draft Designated Industrial Properties Assessment Hybrid Contract

G. MUNICIPAL

- 1. Council Compensation Committee Appointments
- 2. Chief Administrative Officer Position Description
- 3. Public Engagement Dates Leslieville and Condor Fire Halls
- 4. DRAFT Clearwater County Broadband Policy

H. INFORMATION

- 1. Interim CAO's Report
- 2. Public Works Directors' Report
- 3. Accounts Payable
- 4. Councillor's Verbal Report
- 5. Councillor Remuneration
- 6. Central Alberta Tourism Alliance 2017 Year End Review

I. ADJOURNMENT

TABLED ITEMS

Item, Reason and Status

<u>Date</u> 06/13/17 213/17 identification of a three-year budget line for funding charitable/non-profit organizations'

operational costs pending review of Charitable Donations and Solicitations policy amendments.

11/28/17 464/17 Live Video Feed in Council Chambers pending more information and additional quotes on

alternative live video feed systems



REQUEST FOR DECISION

SUBJECT: Endeavour To Assist Program Policy Review			
PRESENTATION DATE: February 27, 2018			
DEPARTMENT:	WRITTEN BY:	REVIEWED BY:	
Public Works	Erik Hansen	Rick Emmons, Interim CAO	
BUDGET CONSIDERATIONS:		☐ Reallocation	
LEGISLATIVE DIRECTION: □None □ Provincial Legislation (cite) ☒ County Bylaw or Policy (cite)			
Endeavour To Assist Program Policy			
STRATEGIC PLAN THEME: Managing Our Growth	PRIORITY AREA: Transportation	STRATEGIES: Support a transportation network that connects and moves residents and industry.	
ATTACHMENT(S): Endeavour To Assist Program Policy			

STAFF RECOMMENDATION:

1)That Council reviews the revisions to the Endeavour To Assist Program Policy and approve as presented.

BACKGROUND:

As per Council's direction, staff is bringing forth the Endeavor To Assist Program Policy for Council's review. Staff has made the recommended changes to the policy and, upon Council's approval, will include it in the County's policy directory.

See attached



CLEARWATER COUNTY ENDEAVOUR TO ASSIST PROGRAM



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CLEARWATER COUNTY ENDEAVOUR TO ASSIST PROGRAM

- d) The determined amount will be payable to Clearwater County as a condition of development then dispersed to the appropriate parties.
- e) Eligible projects include, but are not limited to, any property, lands, systems, or infrastructure that is owned by government.

Examples:

- Municipal road construction including Industry Access Roads on road allowance, Isolated Access Roads on road allowance, Forced Municipal roads, Residential /Commercial/ Industrial Subdivision Roads and Resource Roads
- Municipally owned water and wastewater systems
- Municipally owned fire ponds/storm water management ponds and associated infrastructure.
- Intersectional treatments or improvements to Municipal or Provincial Highways asphalt surfacing, road widening, or,
- Any project deemed eligible by Clearwater County
- f) Ineligible projects include, but are not limited to:
 - Dust suppression
 - Road Maintenance or additional gravel
 - Gravel road construction or improvements more than (5) five years after construction completion and acceptance.
 - Surfaced road construction or improvements, asphalt overlay and intersectional treatments more than (10) ten years after construction completion and acceptance.
 - Water treatment systems, wastewater treatment systems, fire ponds, storm water management ponds more than (15) fifteen years after construction completion and acceptance.
 - Clearwater County, will evaluate, in their sole discretion, any other projects that may be considered ineligible under this policy.
- g) Development that is excluded from contributing to an Endeavour to Assist project include, but are not limited to, the following:
 - Any development that does not require a Development Agreement or permit
 - Access to a field or agricultural purpose approach
 - Residential development not associated with subdivision
- h) This program will be made available only to the original applicant(s) or their spouse. This program is not transferable to subsequent land owners, family members or other assigns.



REQUEST FOR DECISION

SUBJECT: Eckville Arena Request			
PRESENTATION DATE: February 27, 2018			
DEPARTMENT: Ag and Community Services	WRITTEN BY: Matt Martinson	REVIEWED BY: Rick Emmons, Interim CAO	
BUDGET CONSIDERATIONS:	oxtimes N/A $oxtimes$ Funded by Dept.	☐ Reallocation	
LEGISLATIVE DIRECTION: ⊠None □ Provincial Legislation (cite) □ County Bylaw or Policy (cite)			
STRATEGIC PLAN THEME: Well Governed and Leading Organization		STRATEGIES: 2.5.4	
ATTACHMENT(S): Eckville Arena Operating Association request letter.			

STAFF RECOMMENDATION:

That Council discusses the Eckville Arena request with Lacombe County at the March 26th joint council meeting.

BACKGROUND:

Recently Administration received the attached letter from the Eckville Arena Operation Association.

This may be one of the topics Council could include during their upcoming meeting with Lacombe County Council.

February 2, 2018

Eckville Arena Operating Association Box 393 Eckville, Alberta TOM 0X0

Clearwater County 4340-47 Ave. Rocky Mountain House, Alberta



County Council:

The Eckville Arena Operating Association is in the process of undertaking an emergent repair on the roof of the major mechanical room in the facility. In this process we have endeavoured to have the Town of Eckville, Lacombe County and Government of Alberta support the request for funding in the total amount of \$282,052.55 to complete this project. While providing relevant information to all three entities as to community participation in this facility it became very clear that residency of participants has dramatically shifted from the past. We have provided you a detailed breakdown of where facility users live as per municipal jurisdiction. Our Association at the present time has 305 members with 255 active participants (136 youth, 119 adults). After reviewing 2017-18 actual numbers of memberships 49% of the youth who use this facility live in Clearwater County.

Based solely on this number of youth participants our request is to develop a funding model that adequately represents the usage of this facility. We would be pleased to present details to Council at your request and look forward to hearing your response. Thank you for considering this request.

Sincerely

Terry C. Engen

Chair

c.c. Town of Eckville
Lacombe County

Eckville Arena Operating Association

2017-2018 Participant Residency

Youth:

Clearwater County 49%

Eckville 16%

Lacombe County 29%

Red Deer County 2%

Sylvan Lake 4%

Adult:

Clearwater County 33%

Eckville 5%

Rocky Mountain House 3%

Red Deer 3%

Lacombe County 30%

Red Deer County 6%

Ponoka County 2%

Sylvan Lake 5%

Lacombe 8%

Other 5%



REQUEST FOR DECISION

SUBJECT: Parkland Regional Library Request for Proposal (RFP)			
PRESENTATION DATE: February 27, 2018			
DEPARTMENT:	WRITTEN BY:	REVIEWED BY:	
Ag and Community Services	Matt Martinson	Rick Emmons, Interim CAO	
BUDGET CONSIDERATIONS:	☑ N/A ☐ Funded by Dept.	☐ Reallocation	
LEGISLATIVE DIRECTION: ⊠None □ Provincial Legislation (cite) □ County Bylaw or Policy (cite)			
STRATEGIC PLAN THEME: N/A	PRIORITY AREA:	STRATEGIES:	
ATTACHMENT(S): Parkland Regional Library request for proposal and supporting documents			
STAFF RECOMMENDATION:			

That Council receives Parkland Regional Library Request for Proposal for information as presented or, directs Administration accordingly.

BACKGROUND:

Recently we received the attached RFP from Parkland Regional Library. They are looking for interested and able member municipalities to assist with either the renovation or construction process for the Parkland Regional Library Headquarters.



Parkland Regional Library Request for Proposals

Library System Headquarters Relocation

Proposal due date: February 28, 2018, 4:00 pm MST Proposal submission to: operations@prl.ab.ca



Summary of Request

Parkland Regional Library's Executive Committee is appealing to member municipalities and builders for assistance in acquiring a new headquarters building for the regional system.

Background

In March 2017, Parkland Regional Library (PRL) was informed by the Public Library Services Branch (PLSB) – Alberta Municipal Affairs that we would receive a capital funding grant for \$2.4 million, to be used for either the renovation or new construction of a system headquarters building.

Parkland hired Group2 to evaluate the functionality of the current headquarters, located in Lacombe, to determine whether it would be more cost efficient to construct a new headquarters building or renovate the current facility. The final report demonstrated that a renovation would use all of the available grant just updating infrastructure, without making any functional improvements to the building. In addition, a renovation would be highly disruptive to the services we provide to member libraries. A renovation would also likely take longer than the construction of a new facility.

For these reasons, the Executive Committee wishes to examine all possible options for obtaining a new building. According to the functional study, a renovation could cost close to \$3 million and a new building approximately \$4 million.

The board owns the current system headquarters building and could eventually sell the building to offset the costs of a new building. In December 2017, the building was assessed and determined to be valued at nearly \$2 million.

With the value of the provincial grant and the value of the current building, there should be sufficient funding to allow for the construction of a new headquarters building.

A new, more functional headquarters is highly desirable since it will likely be another thirty years before capital funding becomes available for regional system headquarters.

Unfortunately, there are some significant challenges related to funding a new system headquarters. Public libraries, which include regional library systems, are subject to the *Alberta Libraries Act*. Under the *Act*, there are restrictions on how money can be borrowed by a system board for erecting or repairing system headquarters.



The *Libraries Act* states:

Part 2: Library Systems, Section 24, 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.

Any borrowing of money for the purpose of public library building projects is subject to the same requirements of the *Municipal Government Act*. The *Municipal Government Act* sets out high standards for municipal borrowing for capital purposes. This poses a problem for library system boards, because they do not have the same authority that municipal and county councils have (for example, the authority to levy taxes). Since system boards are not in a position to meet those same high standards, the *Libraries Act* does not allow capital borrowing by library systems.

However, it does allow municipalities to borrow on behalf of systems for capital purposes, while also ensuring that there are safeguards in place to protect the borrowing municipality.

The central challenge for PRL is that the region has no easy means to pay for a new building except by selling the current building. This cannot be done until a new building is complete. However, a new building cannot be undertaken unless:

- PRL can partner with another organization or municipality for a shared facility,
- one or more municipalities are willing to loan the PRL Board money or take out a loan on PRL's behalf, or
- A builder/developer assists us with some sort of lease-to-own option.

The Executive Committee realizes municipal assistance may result in moving the regional headquarters out of Lacombe. When considering such a move, the Executive Committee would have to take into account the potential costs of relocating staff, as well as the loss of staff who may choose to leave the organization instead of relocate. It would also consider location and transportation costs, as Lacombe is ideally located as a transport hub in relation to the libraries within the system.



Estimated Specifications

Our needs in a new building are:

- Approximately 15,000 square feet
- 4 vehicle attached garage
- Shipping, receiving, sorting, and storage space
- 12-15 offices
- Server room
- 75 person conference room
- Two 10-15 person meeting rooms
- Staff/break room
- Parking for 40-50 vehicles
- Barrier free, fully physically accessible

Proposal Submission

If your municipality or company is able to help with this undertaking on any level, including ways that we have not considered, the Executive Committee is accepting proposals. Proposals must be submitted **via email by 4:00 pm, February 28. 2018**.

Proposals should be submitted to:

Parkland Regional Library

C/O Anna Alexander

Email: operations@prl.ab.ca

The Parkland Board retains sole discretion for the selection of any proposal and reserves the right to reject any or all proposals. Acceptance of a proposal will be based exclusively on the proposal's overall benefit to Parkland Regional Library.



Clarifications

Throughout the evaluation process, Parkland's Director, at his sole discretion, may request additional written clarifications and/or supplemental information from municipalities or builders, as part of the initial proposal evaluation process.

Municipalities or builders may request clarification about this RFP, the functional study, or the valuation study, by contacting Ron Sheppard or Donna Williams.

Ron Sheppard, Director

Email: rsheppard@prl.ab.ca

Telephone 403-782-3850 (ext. 230)

Donna Williams, Assistant Director of Operations

Email: dwilliams@prl.ab.ca

Telephone 403-782-3850 (ext. 209)

Initial Proposal Section Process

As a result of the initial evaluation of the written proposals, Parkland's Director or Board may request oral presentations and enter into detailed discussions with selected municipalities or builders, prior to completing the evaluation process.

Proposal Negotiations

The Parkland Board reserves the right to enter into contract negotiations with a selected municipality or builder based only on the evaluation of the written proposals and/or an evaluation of the combination of the written proposals, oral presentations, and detailed discussions.

No Contract

By submitting a proposal and participating in the process as outlined in this RFP, municipalities and builders expressly agree that no contract of any kind is formed under, or arises from this RFP, prior to the signing of a formal written contract.

Alternatives

A municipality may include in its proposal items not specified in this RFP which it would consider pertinent.



Other Information

The provincial grant is to be spent by the end of December 2020, though an extension may be requested.

Included with this RFP are the functional study conducted by Group2 Architecture and the valuation of the current building conducted by Waters Commercial Appraisals Inc.

We thank you all for your attention to this matter and your interest in the advancement of public library service in the region.





WATERS **COMMERCIAL**

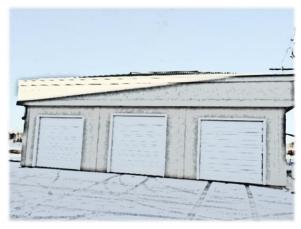
- APPRAISALS INC ----

AN APPRAISAL REPORT OF A SPECIAL PURPOSE INSTITUTIONAL PROPERTY









LOCATED AT: 5404 – 56 AVENUE LACOMBE, ALBERTA

DONNA WILLIAMS, ASSISTANT DIRECTOR OF OPERATIONS THE PARKLAND LIBRARY BOARD

PREPARED BY:

KENNETH (KEN) WATERS, AACI, P. APP.
RECA LICENSED APPRAISER
WATERS COMMERCIAL APPRAISALS INC.
SYLVAN LAKE, ALBERTA

WATERS **COMMERCIAL**

—— APPRAISALS INC -

December 22, 2017

The Parkland Library Board

Attention: Donna Williams, Assistant Director of Operations

RE: Appraisal Report File No. 10885 5404 – 56 Avenue, Lacombe, Alberta

In response to your instructions, we have formed an opinion of the market value of the fee simple estate interest in the single user commercial warehouse described herein. We confirm our understanding that the purpose of this appraisal report is to estimate the market value of this real property for asset valuation purposes to assist in the sale of the real property. Two of the three traditional valuation methods, namely the Cost Approach and the Direct Comparison Approach, are applied to arrive at the market value estimate.

Based on an inspection of the property and the investigation and analysis undertaken, we have formed the opinion that as at December 20, 2017, subject to the Assumptions and Limiting Conditions contained herein; the market value of the subject property is estimated to be:

ONE MILLION NINE HUNDRED TWENTY-FIVE THOUSAND - (\$1,925,000) - DOLLARS ** SEE NOTE

** NOTE: THE VALUE ESTIMATE CONTAINED HEREIN IS CONTINGENT UPON AND SUBJECT TO THE EXTRAORDINARY ASSUMPTIONS AND/OR LIMITING CONDITIONS INDICATED IN THE ATTACHED REPORT.

This current appraisal report includes the relevant research, analysis, results and conclusions of our inspection and investigations, together with the reasoning leading to the estimate of value as stated herein. This report is to be read in its entirety. Original copies of the report have been produced and are signed in blue ink. **This letter must remain attached to the following report, for the value set forth to be considered valid.**

Yours truly,

WATERS COMMERCIAL APPRAISALS INC.

Kenneth (Ken) Waters, AACI, P. App., RECA Licensed Appraiser

EXECUTIVE SUMMARY

FACTS

EFFECTIVE DATE December 20, 2017.

MUNICIPAL ADDRESS 5404 – 56 Avenue, Lacombe, Alberta.

REAL PROPERTY TYPE A single user commercial warehouse.

DESIGNATED LAND USE Designated for CS – Community Services District use.

SITE SIZE 0.96 acres.

IMPROVEMENT DESCRIPTION 4,684 square feet – main floor – original portion, 1959 (58 years old)

15,895 square feet - main floor - addition, 1989 (58 years old)

20,579 square feet - useable / rentable area

SITE COVERAGE RATIO 53%.

Legal Description Lot 2; Block 1; Plan 892 0577.

Excepting thereout all mines and minerals.

PROPERTY RIGHTS Fee simple estate interest.

REGISTERED OWNER Parkland Regional Library Board.

CURRENT TAX / ASSESSMENT None.

OPINIONS / CONCLUSIONS

HIGHEST AND BEST USE Current institutional use.

COST APPROACH

Land Value Estimate \$278,000.

Replacement Cost New of the Improvements \$4,049,000.

Depreciated Value of the Improvements \$1,669,000.

Value Estimate - Cost Approach \$1,950,000.

INCOME APPROACH Not Applicable.

DIRECT COMPARISON APPROACH

Summary

Price Per Sq. Ft. of Net Rentable Building Area \$. Value Estimate - Direct Comparison Approach \$1,955,000.

FINAL ESTIMATE OF VALUE \$1,925,000** NOTE.

^{**} NOTE: THE VALUE ESTIMATE CONTAINED HEREIN IS CONTINGENT UPON AND SUBJECT TO THE EXTRAORDINARY ASSUMPTIONS AND/OR LIMITING CONDITIONS INDICATED IN THE ATTACHED REPORT.



REQUEST FOR DECISION

SUBJECT: 2017 Audit Planning Letter			
PRESENTATION DATE: February 27, 2018			
DEPARTMENT:	WRITTEN BY:	REVIEWED BY:	
Corporate Services	Murray Hagan	Rick Emmons, Interim CAO	
BUDGET CONSIDERATIONS:	☑ N/A ☐ Funded by Dept.	☐ Reallocation	
LEGISLATIVE DIRECTION: □None ⊠ Provincial Legislation (cite) □ County Bylaw or Policy (cite)			
MGA Section 280			
STRATEGIC PLAN THEME:	PRIORITY AREA:	STRATEGIES:	
Well Governed and Leading	2.6 Ensure timely compliance		
Organization	with statutory and regulatory obligations.		
ATTACHMENT(S): 2017 Audit Planning Letter and Name Change Notification			

STAFF RECOMMENDATION:

That Council receives the 2017 Audit Planning Letter for information and directs Administration to organize a meeting between Council and the external auditors if Council has any specific items to discuss.

BACKGROUND:

At the September 12, 2017 regular meeting of Council, a motion was passed appointing Hawkings Epp Dumont LLP as municipal auditors for fiscal years ending December 31, 2017 and 2018.

The attached letter outlines the timing and extent of audit procedures to be performed.

If Council has any specific items it wishes to discuss with the auditors, Administration can organize a meeting, possibly coinciding with their onsite work scheduled to commence March 19, 2018.

Additionally, Administration recently received notification from the auditors that they have changed the name of their practice to Metrix Group LLP. Information related to this change is also attached.





January 30, 2018

Clearwater County 4340-47 Avenue Box 550 Rocky Mountain House, AB T4T 1A4

Attention: County Council Members

Dear County Council Members:

Re: 2017 AUDIT PLANNING

A. INTRODUCTION

The objectives of this letter are as follows:

- a) To communicate clearly with Council our responsibilities in relation to the financial statement audit, and provide an overview of the planned scope and timing of the audit;
- b) To obtain from Council information relevant to the audit;
- c) To provide Council with timely observations arising from the audit that are significant and relevant to Council's responsibility to oversee the financial reporting process; and
- d) To promote effective two-way communication between the auditor and Council.

Clear two-way communication between the auditor and those charged with governance is an integral part of every audit. After reviewing this letter please advise us whether there are additional areas of concern to Council which we should consider.

This letter should not be distributed without the prior consent of Hawkings Epp Dumont LLP and Hawkings Epp Dumont LLP accepts no responsibility to a third party who uses this communication.

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EDMONTON

10476 Mayfield Road Edmonton, AB T5P 4P4 1.877.489.9606 T: 780.489.9606 F: 780.484.9689 LLOYDMINSTER

5102 – 48 Street PO Box 10099 Lloydminster, AB T9V 3A2 T: 780.875.7433 F: 780.875.5304 WHITECOURT

4927 – 51 Avenue PO Box 328 Whitecourt, AB T7S 1N5 T: 780.778.3091 F: 780.778.3072



Sent via e-mail: MHagan@clearwater.ca

B. SERVICES TO BE PROVIDED

We have been engaged by the County to perform the following services:

a) Audit services

- Audit of the Clearwater County consolidated financial statements;
- Audit of the Clearwater County Financial Information Return.

b) Non-audit services

We have not been engaged to provide any non-audit services.

C. <u>AUDITOR INDEPENDENCE</u>

At the core of the provision of external audit services is the concept of independence. Canadian Auditing Standards (CAS) recommends that we communicate to Council, at least annually, all relationships between our firm and the County that, in our professional judgment, may reasonably be thought to bear on our independence.

We are currently not aware of any relationships between the County and ourselves that, in our professional judgment, may reasonably be thought to bear on our independence. We will provide our annual letter confirming our independence up to the date of our auditors' report at the conclusion of the audit.

D. <u>AUDITOR RESPONSIBILITIES</u>

It is important for Council to understand the responsibilities that rest with the County and its management and those that belong to the auditor in relation to the financial statement audit.

Our audit of the County's financial statements will be performed in accordance with CAS. These standards require that we plan and perform the audit to obtain reasonable assurance as to whether the financial statements present fairly, in all material respects, the financial position, results of operations and cash flows of the County in accordance with Canadian public sector accounting standards. Accordingly, we will plan and perform our audit to provide reasonable, but not absolute, assurance of detecting fraud and errors that have a material effect on the financial statements taken as a whole, including illegal acts whose consequences have a material effect on the financial statements.

CAS does not require the auditor to design procedures for the purpose of identifying supplementary matters to communicate to Council.

E. MANAGEMENT RESPONSIBILITIES

Management is responsible for the preparation of the financial statements in accordance with Canadian public sector accounting standards 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.

F. PLANNED SCOPE AND TIMING OF THE AUDIT

In gathering our audit evidence, we will utilize an approach to the audit of the County that allows us to issue an audit opinion on the financial statements in the most cost-effective manner, while still obtaining the assurance necessary to support our audit opinion. In performing our audit, our work will be focused on, but not limited to, areas that we believe have a higher risk of being materially misstated.

To assess risk correctly, we will require a clear understanding of the County's business and the environment it operates in. We will gain this understanding primarily through discussions with management and staff. We welcome any insights Council would like to provide to us on what Council perceives to be risky.

Audit Strategy

Based on our knowledge of the County operations, we anticipate utilizing a combination of tests of relevant internal controls and substantive procedures (analysis of data and obtaining direct evidence as to the validity of the items such as third-party confirmation). This type of approach is more appropriate when an entity processes a high volume of transactions and has strong internal controls. By obtaining some of our assurance through tests of controls, we can reduce the substantive procedures that are required.

Materiality

Materiality in an audit is used as a guide for planning the nature and extent of audit procedures and for assessing the sufficiency of audit evidence gathered. It is also used in evaluating the misstatements found (if any) and determining the appropriate audit opinion to express.

A misstatement, or the aggregate of all misstatements in financial statements, is considered to be material if, in the light of surrounding circumstances, it is probable that the decision of a person who is relying on the financial statements, and who has a reasonable knowledge of business and economic activities (the user), would be changed or influenced by such misstatement or the aggregate of all misstatements. The materiality decision ultimately is based on the auditors' professional judgment.

Canadian Auditing Standards requires the use of both quantitative and qualitative factors in determining materiality. In planning our audit, we have concluded that a materiality level of 2% of expenses is appropriate. However, we anticipate that management will record any adjustments that we propose that are of a non-trivial nature.

We may update our materiality if actual amounts differ significantly from the estimates or circumstances suggest particular balances, results or disclosures may impact users' decisions.

Management Representations

Management's representations are integral to the audit evidence we will gather. Prior to the release of our report, we will require management's representations in writing to support the content of our report.

Audit Team

Our team includes skilled professionals who have experience working on local government audits. We will provide the following team:

Phil Dirks, CPA, CA Engagement Partner
Curtis Friesen, CPA, CA Concurring Partner
Chris Pan, CPA, CA Manager
Richard Zhao, CPA, CA Senior

Craig Poeter, CPA Student Junior

Timing of the Audit

Audit planning and interim work was performed in December 2017 and January 2018.

The year-end audit fieldwork is currently scheduled to take place during the week of March 19, 2018.

We anticipate presenting the audited financial statements to Council at either the April 10 or 24, 2018 meeting.

G. NEW AND REVISED PUBLIC SECTOR ACCOUNTING BOARD STANDARDS

The following is a summary of recently issued *Public Sector Accounting Board* pronouncements. We encourage the County's accounting staff to review these to determine the potential impact to the County.

Effective Fiscal Years Beginning on or After January 1, 2017

Introduction to Public Sector Accounting Standards (Amended)

Now provides the framework to be followed by government partnerships.

Effective Fiscal Years Beginning on or After April 1, 2017 (earlier adoption is permitted)

PS 2200 - Related Party Disclosures (new)

- Related parties exist when one party has the ability to control or share control over the other party and can be either an entity or an individual. Individuals that are key management personnel or close family members may also be related parties.
- Disclosure is only required when the transactions between related parties take
 place at a value other than what would have been recorded if they were not
 related and the transactions could have a material financial impact on the
 financial statements.

PS 3420 - Inter-Entity Transactions (new)

Specifies how to account for transactions between public sector entities within
the government reporting entity and relates to the measurement of related party
transactions the provider and the recipient.

PS3210 - Assets (new)

Provides a definition of assets.

PS 3320 - Contingent Assets (new)

Defines and establishes disclosure standards for contingent assets.

PS 3380 - Contractual Rights (new)

 Defines contractual rights to future assets and revenue and establishes disclosure requirements.

Effective Fiscal Years Beginning on or After April 1, 2018 (earlier adoption is permitted)

PS 3430 - Restructuring Transactions (new)

- Establishes standards for recognizing and measuring the assets and liabilities transferred in a restructuring transaction.
- The transfer of assets and liabilities in a restructuring transaction will be accounted for at their carrying amounts at the transaction date.

H. AUDIT FEES

We understand that the County demands value and we strive to provide the highest quality services while working with the County to control costs.

We previously provided County administration with an estimate of our audit fees for the 2017 fiscal year in the amount of \$28,700. This fee estimate, which does not include GST or out-of-pocket expenses, is based on the assumption our responsibilities will be limited to the expression of an opinion on the County's financial statements. We will not be required to perform accounting work, prepare working papers, or provide any other non-audit responsibilities.

I. REQUESTS OF COUNCIL

During the course of your duties as Council, you may become aware of additional areas of concern from an audit perspective that you would like us to address. We welcome discussion on any areas of audit concern that you may have.

Additionally, we request that you inform us (prior to the commencement of our year-end work) whether Council has knowledge of any actual, suspected, or alleged fraud affecting the County.

J. COMMUNICATION OF THE RESULTS

At the completion of our audit, we will communicate to Council matters arising from the financial statement audit. Our communication will include the following:

- Matters required to be communicated to the Council under CAS including possible fraudulent activities, possible illegal acts, significant weaknesses in internal control and certain related party transactions;
- Our views about significant qualitative aspects of the County's accounting practices, including accounting policies, accounting estimates, and financial statement disclosures;
- Other matters, if any, arising from the audit that, in our professional judgment, are significant to the oversight of the financial reporting process; and
- Any other matters previously agreed to with Council.

We trust this communication will provide you with an update on the current developments within the accounting profession, as well as clarify our responsibility and audit approach.

Please do not hesitate to contact us about any of the above items or other matters of concern to the County.

Yours truly,

HAWKINGS EPP DUMONT LLP

Philip J. Dirks, CPA, CA Partner

PJD/law

cc: Rick Emmons, Interim Chief Administrative Officer Murray Hagan, Director, Corporate Services



FEB 07 2018

Same direction since 1962. New name on January 31, 2018.

WHY 'METRIX GROUP'?

Our Partners deliberated long and hard in the selection of a name that would accurately represent our identity and cultivate positive meaning over time. The name 'Metrix Group LLP' has three significant components that work together to define our firm's identity and communicate our values:



METRICS

An ordinary word meaning a system or standard of measurement, 'metrics' speaks to our firm's standard of providing excellent service in all circumstances. It represents our measurement of success through the relationships we establish with our clients and through our reputation as experts in our field.

EDMONTON



THE LETTER X

You'll notice we made a slight alteration to the word 'metrics', ending instead with the letter X. In algebra, X represents an unknown value defined by solving an equation. This is similar in nature to the work we do for our clients. We use our knowledge of industry standards and best practices to solve for 'X' - we help our clients to make informed decisions in order to navigate through unique challenges.

X is also the symbol for multiplication, in this case representing growth. Our insightful analysis and precise measurement facilitates our clients' growth, and our own, as we open new offices, hire new staff and mentor them in developing their careers.



GROUP

The word 'group' places emphasis on the contributions of our firm as a whole, rather than the contributions of a few individuals. Through effective leadership and teamwork, we thrive together. One key member of our team is our valued clients, who we look forward to serving for many years to come.







With a new name comes a bit of change.

These are the main items to be aware of - no action is required on your part, aside from updating your records to include our new name, or passing on the news to anyone else that might need to know.

WHAT'S NEW?

Hawkings Epp Dumont LLP is becoming Metrix Group LLP effective January 31, 2018.

Since our beginnings in 1962, the direction of our firm has been shaped and guided by several generations of partners. Through their effective leadership, we have been very fortunate to experience a significant amount of growth. To allow us even more room to grow, and to provide consistency to our clients as we continue to evolve, we look forward to many more years of growth as Metrix Group LLP.



WEBSITE metrixgroup.ca

Our website will be updated to reflect our new name and will be overhauled with a brand new look and layout. The new website will be mobile friendly, easier to navigate, and will reemphasize use of our client portal for transfer of large files or sensitive client information.



LOGO

With a new name comes a new logo. To leverage existing familiarity with our brand, no major changes have been made. The wordmark has been updated to say Metrix Group LLP and the CPA descriptive style has been revised to comply with recent legislation changes.



EMAIL

name@metrixgroup.ca

In tandem with the website domain change, our email addresses will be updated. This will not take effect until January 31st, so watch for the change. Our old email addresses will be forwarded to our new email addresses for one year, just in case you send something to an old account, we'll still get it.



SIGNAGE

Each Metrix Group LLP office will be updated with new exterior signage to make sure our clients know where to find us. Interior signage will be updated at a later date.



SOCIAL MEDIA

@metrixgroupllp

To expand the reach of our firm, we're diving into the world of social media. Metrix Group LLP will have profiles on Facebook, Instagram. Twitter and LinkedIn. We look forward to following you, and sharing what we're up to as well.





REQUEST FOR DECISION

SUBJECT: Draft Designated Industrial Property (DIP) Hybrid Assessment Contract			
PRESENTATION DATE: February 27, 2018			
DEPARTMENT:	WRITTEN BY:	REVIEWED BY:	
Corporate Services	Murray Hagan	Rick Emmons, Interim CAO	
BUDGET CONSIDERATIONS:	☑ N/A ☐ Funded by Dept.	☐ Reallocation	
LEGISLATIVE DIRECTION: □None ⊠ Provincial Legislation (cite) □ County Bylaw or Policy (cite)			
MGA Section 292			
STRATEGIC PLAN THEME: N/A	PRIORITY AREA:	STRATEGIES:	
ATTACHMENT(S): Letter to CAO, Draft Contract, Draft Designation Document			

STAFF RECOMMENDATION:

That Council review the attached documents and direct Administration to complete and sign the hybrid contract, and request the municipal assessor to sign the delegation document, by February 28, 2018.

BACKGROUND:

Effective January 1, 2018, the provincial assessor assumed responsibility for assessments related to Designated Industrial Properties (DIP). Municipal Affairs has indicated a need to obtain sufficient resources to carry out this responsibility and has identified a transitional period between January 1, 2018 and December 31, 2020 to carry this out.

During this transitional period, the Department has requested that some municipalities enter into hybrid agreements whereby designated municipal assessors would be delegated authority by the provincial assessor to prepare and defend assessments related to Designated Industrial Properties. The municipal assessor has the option to subcontract these services but remains responsible for the assessed values.

Municipal Affairs sent draft copies of the agreement and designation document to Clearwater County January 22, 2018, and requested the documents be signed and returned by February 28. Administration believes that participation in the hybrid approach is in the best interests of the County but has concern with these short timelines as well as certain provisions of the contract.

In order to better understand the terms of the draft contract, Administration participated in a teleconference held February 7, 2018 with other municipalities and obtained legal advice from a representative from RMR&F LLP. Following the meeting, a draft letter to the Minister of Municipal Affairs requesting additional information, and amendment of contract provisions prior to signing, was provided to the participating municipalities to discuss with their respective Councils. As this draft letter is protected by solicitor/client privilege, it will be sent to Council under confidential cover.

To date, Administration is aware of four municipalities that have either sent a copy of the letter to Municipal Affairs or intend to do so. It is uncertain how many others may be intending to send the letter.



Municipal Assessment & Grants Division
Assessment Services Branch

15th floor, Commerce Place 10155 – 102 Street Edmonton, Alberta T5J 4L4 Canada Telephone 780 422-1377 Fax 780-422-3110

January 22, 2018

To: Chief Administrative Officers

RE: Municipal Contract for Transitional Hybrid Assessment Approach for Centralized Industrial Property Assessment

Dear Sir / Madame;

Thank you again for your interest in participating in the Transitional Hybrid delivery model for the assessment of Designated Industrial Properties. Attached is a copy of the contract that is being sent to all participating municipalities. The contract includes the defence and maintenance of the 2017 assessment roll, and the preparation, defence, and maintenance of subsequent years' assessment roll for the transitional period.

The contract has been developed with the review and input from members of our Executive Advisory Committee, and was reviewed in detail and accepted by three municipalities. Together, this is the contract we are using for the transitional hybrid approach for centralized industrial property assessment.

A few highlights of the contract include:

- Reciprocal rights to terminate the contract
- The ability to revisit the compensation model at the end of the first year
- Reference to the designation of a Municipal Assessor to act on behalf of the Provincial Assessor
- Compensation for services based on current costs to perform the duties within your municipality

The contract with the compensation is intended to address the needs of both parties related to the assessment function for DI property and the reasonable costs that would be incurred if the provincial assessor were to directly perform assessment functions for your municipality. Your participation in the transitional hybrid delivery approach is an important component in the implementation and success of the Centralized Industrial Property Assessment function.

Please review the contract and advise of your compensation expectations, if you have any concerns, or wish to discuss the compensation expectations, and arrange for execution of the contract please contact Ken Anderson, Manager of Transitional Initiatives.

Included is the Delegation of Authority from the provincial assessor, to be signed by your Municipal Assessor.

Any questions and concerns should be directed to Ken Anderson, Manager of Transitional Initiatives at 780-427-8962 or by email at ken.anderson@gov.ab.ca.

All returned documents or questions should be sent to:

Ken Anderson, Manager of Transitional Initiatives Centralized Industrial Property Assessment Unit Assessment Services Branch Municipal Assessment and Grants Alberta Municipal Affairs 15th floor, 10155-102 Street Edmonton, Alberta T5J 4L4

Yours truly,

Steve White Provincial Assessor Assessment Services Branch

CONTRACT NUMBER:		
THIS CONTRACT MADE EFFECTIVE THE	DAY OF	 _2018
BETWEEN:		

HER MAJESTY THE QUEEN IN RIGHT OF ALBERTA,

as represented by the Minister of Municipal Affairs (the "**Province**")

- and -

Municipality (Contractor) (the "Contractor")

BACKGROUND

The provincial assessor requires services to be provided and materials delivered related to the assessment of Designated Industrial Properties (DI Properties) and associated undertakings including defense of appeals and the Contractor agrees to provide these services and materials.

Therefore the parties agree as follows:

DEFINITIONS

1. In this Contract:

- (a) "Assessment Area" means the geographic location in which the Contractor is responsible for preparing DI Property assessments as set out in Schedule A;
- (b) "Business Day" means 8:15 am to 4:30 pm in Alberta from Monday through Friday excluding holidays observed by the Province;
- (c) "Contract" means this document, Schedules A, B, C, and D;
- (d) "DI Property" means designated industrial property, as defined in section 284(1)(f.01) of the *Municipal Government Act* as amended by section 21(a)(ii) of the *Modernized Municipal Government Act*), but for the purpose of this contract, does not include linear property;
- (e) Municipal Assessor" means the individual appointed through municipal bylaw or resolution to be the Municipal Assessor described in Schedule C;
- (f) "Effective Date" means the date first above written;

- (g) "FOIP Act" means the *Freedom of Information and Protection of Privacy Act* (Alberta), as amended from time to time;
- (h) "Major Plants" means the DI Properties listed in the Alberta Machinery and Equipment Assessment Minister's Guidelines.
- (i) "Materials" means any work, information, records or materials, regardless of form, which are made, generated, produced or acquired by the Contractor or its employees, subcontractors or agents in the course of performing the Services;
- (j) "Municipality" has the meaning given in the Municipal Government Act, Section (1)(s)
- (k) "Personal Information" means personal information as defined in the FOIP Act;
- (l) "provincial assessor" means the person designated to be the provincial assessor under section 284.1 of the *Municipal Government Act*;
- (m) "Services" means the work, duties, functions, and deliverables described in Schedule A;
- (n) "RFI" means a request for information prepared by an Appointed Assessor and sent to an assessed person;
- (o) "Tax Year" means each calendar year during the term of this contract;
- (p) "Term" means the contract period specified in clause 2.

TERM OF CONTRACT

- 2. This Contract shall be effective from January 1, 2018 to December 31, 2020, unless terminated in accordance with this Contract and may be extended for up to two, one-year terms.
- 3. Either party in this contract may request in writing a one-time review of the terms in Schedule A and Schedule D only, such request must be received by December 1, 2018. The timeframe for the review period shall be January 1, 2019 to February 28, 2019. No further reviews or amendments will be considered for the balance of the term of the contract unless agreed to by both parties.

PERFORMANCE OF SERVICES

4. The Contractor agrees to perform the Services in accordance with the provisions of this Contract and follow any directions from the provincial assessor regarding the performance of the Services. The Contractor represents and warrants that it will have on staff (or under contract) an assessor with the qualifications and expertise to fully perform the Services within the timelines required.

PAYMENT

- 5. The provincial assessor agrees to pay the Contractor a sum in compliance with schedule D in (Canadian funds) to perform the Services.
 - (a) The Contractor shall be paid:
 - i. the rates specified in Schedule D for completion of the Services in accordance with this Contract;
 - ii. for pre-approved additional expenses actually incurred by the Contractor in performance of Services as set out in Schedule D; and
 - iii. upon submitting an invoice and other supporting documentation required by the provincial assessor describing the Services for which payment is claimed.
 - (b) The provincial assessor shall pay the Contractor within 30 days of receipt of an invoice provided the requirements of clause 4(a) have been met.
 - (c) The provincial assessor represents and warrants that, as the purchaser of the Services provided under this Contract, no amount payable under this Contract is subject to the Goods and Services Tax (GST) or Harmonized Sales Tax (HST) under Part IX of the *Excise Tax Act* (Canada) as amended. The Government of Alberta's GST Registration Number is 1240 72513 RT0001.
- 6. Where necessary, the provincial assessor may order the re-execution of any Services or Materials which are not performed in accordance with the provisions of this Contract, in which case the Contractor shall re-execute the Services or Materials at the Contractor's expense in accordance with this Contract.

RECORDS AND REPORTING

- 7. The Contractor shall:
 - (a) keep and maintain in accordance with Canadian generally accepted accounting principles complete and accurate accounting books, accounting records and accounts relating to this Contract and, on demand, provide to the provincial assessor these documents to examine, audit and make copies and take extracts; and
 - (b) keep the documents referred to in clause 7(a) for three years following the completion or termination of this Contract.
- 8. The Contractor shall submit to the provincial assessor, a copy of any written report on DI property:
 - (a) any time the municipal assessor sends such reports to the municipal administration in accordance with (Delegation of Authority).
 - (b) upon request by the provincial assessor. In this case, such reports will include information on:

- i. the services completed during that reporting period;
- ii. the time schedule for those portions which are not completed; and
- iii. any other information requested by the provincial assessor in relation to the completion of this Contract.

NON-ASSIGNABILITY AND SUBCONTRACTING

9.

- (a) The Contractor shall not:
 - i. assign or otherwise dispose of any of its rights, obligations or interests in this Contract; or
 - ii. subcontract the Services (other than as specified in Schedule C)

without the prior written consent of the provincial assessor. The response from the provincial assessor shall be supplied within 30 days of the request, and will not be unreasonably withheld.

- (b) When the Contractor retains any subcontractor(s) in connection with performance of the Services, the Contractor shall:
 - i. be responsible for remunerating the subcontractor(s);
 - ii. be responsible for the performance and activities of the subcontractor(s); and
 - iii. contractually obligate the subcontractor(s) to take action, or refrain from taking action, as necessary to enable the Contractor to fulfill its obligations under this Contract.

PERSONNEL REPLACEMENT

10.

(a) The Contractor shall not replace the Municipal Assessor, subcontractor or agent identified in Schedule C, or appoint a new Municipal Assessor, subcontractor or agent, to perform the Services without the prior written approval of the provincial assessor, which approval shall not be unreasonably withheld.

COMPLIANCE

11. The Contractor shall:

- (a) comply with the provisions of all laws, now in force or in force after the signing of this Contract, that expressly or by implication apply to the Contractor in performing the Services; and
- (b) when the *Workers' Compensation Act* (Alberta), as amended from time to time, applies, and upon request from the Province, deliver to the Province a certificate from the Workers' Compensation Board showing that the Contractor is registered and in good standing with the Board.

MATERIAL OWNERSHIP

12.

- (a) Ownership of all Materials including any associated copyright, patent, trade secret, industrial design or trade mark rights belongs to the provincial assessor as they are made, prepared, developed, generated, produced or acquired under this Contract. The Materials shall be delivered to the provincial assessor upon completion or termination of this Contract, or upon request by the provincial assessor.
- (b) Ownership of any work, information, records or materials, regardless of form, including copyright, patent, industrial design or trademark which was owned by the provincial assessor, the Contractor or a third party prior to the Effective Date remain the property of each party respectively. This does not apply to DI property assessment records under clause 3(a) of Schedule A1 of this contract.
- (c) Where any work, information, records or materials, regardless of form, including copyright, patent, industrial design or trademark owned by the Contractor prior to the Effective Date ("Contractor Materials") is reproduced or incorporated in the Materials, the Contractor grants to the provincial assessor a perpetual, irrevocable, non-exclusive, royalty-free license to use, reproduce or distribute those Contractor Materials, for any purpose.

(d) The Contractor

- i. irrevocably waives in whole all moral rights, and
- ii. shall ensure that its employees, subcontractors and agents irrevocably waive in whole all moral rights,

in and to the Materials in favor of the provincial assessor and the provincial assessor's assignees and licensees. Upon request by the provincial assessor, the Contractor shall deliver to the provincial assessor copies of the waivers obtained from its employees, subcontractors and agents engaged in providing the Services.

(e) Prior to reproducing or incorporating any third party copyright materials into the Materials, the Contractor must obtain adequate and satisfactory written permission from the copyright holder and be held on file and upon request copies must be provided to the provincial assessor. The Contractor shall cooperate with the provincial assessor in protecting the Province's ownership or intellectual property rights in the Materials.

NON-DISCLOSURE OF INFORMATION

13.

- (a) Except as provided in clauses 12 and 13, all information, regardless of form, including Personal Information, that is obtained, generated, provided or collected by the Contractor in the performance of the Services (the "provincial assessor's Information"), shall not be disclosed or published by the Contractor without the prior written consent of the provincial assessor. The provincial assessor will respond to the written request within 30 calendar days. The Contractor may disclose the provincial assessor's Information to employees, subcontractors or agents of the Contractor, to the extent of their need to know and for the purpose of performing the Services, provided that the Contractor has a confidentiality agreement with the agent or permitted subcontractor containing confidentiality provisions substantially similar to this Contract.
- (b) Subject to clause 14(b), the Contractor's obligations in clause 13(a) do not apply to information or documents which:
 - i. are or become publicly available through no act or omission of the Contractor;
 - ii. are independently developed without benefit of the provincial assessor's Information;
 - iii. are received by or from a third party without restriction and without a breach of an obligation of confidentiality; or
 - iv. are requested pursuant to Sections 299.1, 299.2 and 300.1 of the MGA. Requests made under these sections of the MGA shall be responded to by the municipal assessor on behalf of the provincial assessor.
- (c) The Contractor shall retain the provincial assessor's Information as confidential and shall make reasonable security arrangements against unauthorized access, use, disclosure, loss, destruction or alteration of the provincial assessor's Information. The Contractor shall immediately advise the provincial assessor of any unauthorized access, use, disclosure, loss or destruction of the provincial assessor's Information, and shall provide the provincial assessor any assistance reasonably required to rectify such a situation.
- (d) The Contractor shall return or deliver the provincial assessor's Information to the provincial assessor upon completion or termination of this Contract, or upon request of the provincial assessor.

- (e) The provincial assessor's information may be disclosed to the extent required by law or court order, provided that the provincial assessor is given reasonable notice and opportunity to seek to prevent or limit its disclosure.
- (f) No press release, public announcement or other public commentary relating to this Contract and the contractor's duties under this Contract shall be made by the Contractor without the prior written approval of the provincial assessor.

FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY

14.

- (a) The Contractor acknowledges that this Contract, including without limitation the name of the Contractor, fees payable, the Term, and details of the Services may be subject to disclosure under the FOIP Act. The Contractor further acknowledges that the FOIP Act applies to the provincial assessor's Information collected, used or disclosed in the performance of Services, and the Contractor shall adhere to the FOIP Act in its collection, use and disclosure of any Personal Information.
- (b) The Contractor shall not collect, use or disclose any Personal Information under this Contract except as reasonably required to fulfill its obligations under this Contract, or as otherwise expressly authorized in writing by the provincial assessor. Personal information means any recorded information about an identifiable individual and includes information identified under Section 1 of the FOIP Act
- (c) Upon request, the Contractor shall, within five Business Days, provide to the provincial assessor any records that are requested under the access provisions of the *FOIP Act* that are in the custody or under the control of the Contractor. Should the Contractor receive an access request under the *FOIP Act*, the Contractor shall not respond to it, but shall immediately forward the access request to the provincial assessor for further handling.
- (d) In providing the Services the Contractor shall make every reasonable effort to ensure that Personal Information that is to be or is actually used to make a decision that directly affects an individual, is both complete and accurate. At the provincial assessor's request, the Contractor must correct, within five Business Days of the request, Personal Information that the Contractor may have either collected or compiled about an individual pursuant to this Contract.

(e) The Contractor shall:

- i. protect Personal Information against any unauthorized access, use, disclosure, loss, destruction or alteration;
- ii. immediately advise the provincial assessor of any actual or potential unauthorized access, use, disclosure, destruction or alteration of Personal Information and provide all reasonable assistance to the provincial assessor to prevent or remedy the same; and

- iii. provide the provincial assessor with any information regarding the Contractor's security measures that the provincial assessor may require to verify compliance with the *FOIP Act*.
- (f) The Contractor shall store only in Canada all records of Personal Information which are disclosed to the Contractor under this Contract, including records that are collected, used or stored on behalf of the provincial assessor.
- (g) The Contractor shall act on any direction that the provincial assessor may provide with regard to the use, collection, access, security, disclosure, alteration, loss or destruction of the Personal Information.

INDEMNITY AND LIABILITY

15.

- (a) Each party shall indemnify and hold harmless the other, its employees and agents against and from any and all third party claims, demands, actions, or costs (including legal costs on a solicitor-client basis) to the extent arising from
 - i. that party's breach of this Contract, or
 - ii. the negligence, other tortious act or willful misconduct of that party, or those for whom it is legally responsible, in relation to the performance of its obligations under this Contract.
- (b) The Contractor shall indemnify and hold harmless the provincial assessor against and from any loss or damage to the real or personal property of the provincial assessor to the extent arising from the Contractor's breach of this Contract or from the negligence, other tortious act or willful misconduct of the Contractor, or those for whom it is legally responsible.
- (c) The Contractor shall indemnify and hold harmless the province against any third party claim, whether or not the Contractor is in breach of this Contract

INSURANCE

16.

- (a) The Contractor shall, at its own expense, and without limiting its liabilities or obligations under this Contract, insure its operations under a contract of general liability insurance in an amount not less than \$2,000,000 inclusive per occurrence, insuring against bodily injury, personal injury, and property damage including loss of use thereof.
- (b) The Contractor shall maintain automobile liability insurance on all vehicles owned, operated or licensed in the name of the Contractor and used in the performance of the Services in an amount not less than \$2,000,000.

- (c) The Contractor shall provide the provincial assessor with acceptable evidence of insurance, in the form of a detailed certificate of insurance, prior to commencing the Services and at any other time upon request of the provincial assessor.
- (d) The Contractor shall ensure that all its subcontractors obtain and maintain general liability insurance sufficient to meet the requirements in clause 16(a).
- (e) When requested by the provincial assessor, the Contractor shall provide evidence of endorsement to provide the provincial assessor with 30 days advance written notice of cancellation of insurance coverage.

RELATIONSHIP OF PARTIES

17. The relationship of the Contractor to the provincial assessor in performing the Services under this Contract is that of an independent contractor, and nothing in this Contract is to be construed as creating an agency, partnership, joint venture or employment relationship between the Contractor and the provincial assessor.

NOTICES

18.

(a) Any notice to be made under this Contract is to be made in writing, and is effective when delivered to the address or transmitted by fax to the fax number, as follows:

The Province: Address:	Municipal Affairs, Assessment Services Branch 15 th Floor, Commerce Place 10155-102 nd Street Edmonton, AB T5J 4L4
Attention:	Manager of Transitional Initiatives
	Centralized Industrial Property Assessment Unit
Fax:	780-422-3110
Email:	ma.asbcia.asmt@gov.ab.ca
The Contractor:	
Address:	
Attention:	
Fax/Email:	

The parties respectively designate for the time being, the individuals identified in this clause as having the authority to give notice, and notice given by these individuals is binding on the party giving the notice.

- (b) Either party may change its information in clause 18(a) by giving notice to the other in the manner described in clause 18(a).
- (c) Any notice personally served or sent by fax shall be deemed received when actually delivered or received, if delivery or fax transmission is on a Business Day, or if not on a Business Day, on the following Business Day.

TERMINATION

19.

- (a) Either Party may at any time terminate this Contract, without cause, upon one hundred eighty (180) days written notice to the other Party.
- (b) If this Contract is terminated:
 - i. all Materials made, prepared, developed, generated, produced or acquired by the Contractor, or its employees, subcontractors or agents under this Contract are the property of the provincial assessor; and
 - ii. the provincial assessor shall only have to pay the Contractor for the Services completed in accordance with this Contract up to the effective date of termination.

SAFETY AND SECURITY

20. The Contractor, its employees, subcontractors and agents when using any of the Province's buildings, premises, equipment, hardware or software shall comply with all safety and security policies, regulations or directives relating to those buildings, premises, equipment, hardware or software.

PARTIES' REPRESENTATIVES

21.

- (a) The Province designates the Manager of Transitional Initiatives of the Department of Municipal Affairs as the Province's representative for communications and ongoing contact between the Province and the Contractor in matters relating to this Contract, other than giving notice pursuant to clause 18(a).
- (b) The Contractor designates _____ as the Contractor's representative for communications and ongoing contact between the Province and the Contractor in matters relating to this Contract, other than giving notice pursuant to clause 18(a).
- (c) Either party may change its designated representative above by sending written notice to the other party of such change.

CONFLICT OF INTEREST AND ETHICAL CONDUCT

22.

- (a) The Contractor shall ensure that nothing appears to be a conflict of interest or an apparent conflict of interest on the part of the Contractor or its employees, subcontractors or agents in relation to the Services, and all Services shall be performed in a manner consistent with high ethical standards, including without limitation to the following:
 - i. the Contractor and its employees, subcontractors and agents shall not influence, or seek to influence, or otherwise take part in a decision of the Province knowing that the decision might further their private interests;
 - ii. where the Services involve providing advice, making recommendations to the provincial assessor or exercising discretionary authority regarding a right, permission, privilege, status, contract or benefit, then such advice, recommendations or discretion must be provided, made or carried out impartially and without bias;
 - iii. except for payment as set out in this Contract, the Contractor and its employees subcontractors or agents shall not give or accept any collateral gift, payment, commission or other direct benefit arising from or connected to the performance of the Services;
 - iv. the Contractor and its employees, subcontractors and agents shall not have any financial interest in the business of a third party that causes, or would appear to cause, a conflict of interest in connection with the performance of the Services;
 - v. the Contractor, upon request by the provincial assessor, shall deliver copies of all written ethical standards, conflict of interest policies and codes of conduct established or observed by the Contractor in its business practices or in relation to its employees, subcontractors or agents; and
 - vi. the Contractor shall comply with, and ensure that, its employees, subcontractors and agents comply with, the *Lobbyists Act* (Alberta), as amended from time to time.
- (b) In the event the Contractor becomes aware of any matter that causes or is likely to cause a conflict of interest in relation to the performance of the Services, the Contractor shall immediately disclose such matter to the provincial assessor in writing. Upon such disclosure, the Contractor shall not commence or continue performance of the Services without the prior written consent of the provincial assessor. If the provincial assessor is of the opinion the Contractor or its employees, subcontractors or agents are in a conflict of interest, the provincial assessor may immediately terminate this Contract.

SURVIVAL OF TERMS

23. Notwithstanding any other provision of this Contract, those clauses which by their nature continue after the conclusion or termination of this Contract shall continue after such completion or termination, including without limitation the following:

- (a) clause 7 Records and Reporting;
- (b) clause 12 Material Ownership;
- (c) clause 13 Non-Disclosure of Information;
- (d) clause 14 Freedom of Information and Protection of Privacy; and
- (e) clause 15 Indemnity and Liability.

GENERAL

- 24. In the case of conflicts or discrepancies among this document and the Schedules attached to this document, the documents shall take precedence and govern in the following order:
 - (a) The body of this document, and
 - (b) The Schedules to this document.
- 25. Time is of the essence of this Contract.
- 26. This Contract contains the entire agreement of the parties concerning the subject matter of this Contract and except as expressed in this Contract, there are no other understandings or agreements, verbal or otherwise, that exist between the parties.
- 27. Any waiver by either party of the performance by the other of an obligation under this Contract must be in writing, and such waiver does not constitute a continuing waiver of the performance of that obligation unless a contrary intention is expressed in writing.
- 28. The rights and remedies of the provincial assessor under this Contract are cumulative and any one or more may be exercised.
- 29. The Parties may amend this Contract only by mutual written agreement signed by the parties.
- 30. This Contract shall be governed by and interpreted in accordance with the laws in force in Alberta, and the parties irrevocably attorn to the exclusive jurisdiction of courts in Alberta.
- 31. This Contract shall be for the benefit of and binds the successors and assigns of the parties.
- 32. The headings in this Contract are inserted for convenience of reference only and shall not affect the meaning or construction of this Contract.
- 33. In this Contract words in the singular include the plural and words in the plural include the singular.
- 34. This Contract may be executed in counterparts, in which case (i) the counterparts together shall constitute one agreement, and (ii) communication of execution by fax transmission or e-mailed in PDF shall constitute good delivery.

OF ALBERTA, as represented by the Minister of Municipal Affairs	(Name of Contractor)
Per:	Per:
Signature	Signature
Print Name	Print Name
Title	Title
Date	Signature
	Print Name
	Title
	Date

Schedule A – Services to be Provided by the Contractor

- 1. The Contractor will provide the Services under this Contract for the following Assessment Area(s):
 - a. The municipal boundary of [Municipality]
- 2. With respect to DI Property in the municipality for the Tax Year, the Municipal Assessor shall
 - (a) Conduct pre-assessment consultations with DI Property owners and their agents;
 - (b) Determine the inventory of DI Properties in accordance with clause 2(a) of this Schedule;
 - (c) Obtain all of the information necessary to assess DI Properties and to prepare assessment roll entries for DI Properties, including by issuing RFIs to DI Properties owners and reviewing RFI responses, and by inspecting DI Properties, where necessary;
 - (d) Prepare annual and supplementary assessments for DI Properties, this includes amended assessments under s.305 of the *MGA*;
 - a. Supplementary assessments are only prepared if a Supplementary Assessment Bylaw for the municipality has been established.
 - (e) Provide all necessary DI Property assessment information to the provincial assessor for the purposes of preparing;
 - a. annual DI Property assessment notices, and
 - b. supplementary assessment notices,

in accordance with clause 3 of this Schedule;

- (f) Identify assessment-relevant changes to DI Properties, and
 - a. advise which annual assessments for DI Properties defined as major plants should be amended, if any,
 - b. must consult with and obtain written approval from the provincial assessor before working on an amended assessment for DI properties defined as major plants,
 - c. if approval is granted under subsection b., prepare the amended DI Property assessments, and
 - d. provide all necessary information to the provincial assessor in accordance with clause 3 of this Schedule for the purposes of preparing the amended DI Property assessment notices;
- (g) Provide any information required by the provincial assessor for the purposes of quality assurance of DI Property assessments;

- (h) Provide communications services in accordance with clause 5 of this Schedule;
- (i) Provide information to the provincial assessor or on the provincial assessor's behalf, to meet the requirements of any access to information requests that may be made to the provincial assessor; and
- (i) Provide complaint support services in accordance with clause 4 of this Schedule.
- 3. The Contractor shall determine the completeness of the DI Property assessment roll by identifying all assessable DI Properties in the municipality for the Term of the Contract, as well as assessment-relevant changes to DI Properties. The Contractor shall inspect
 - (a) existing DI Properties, and
 - (b) new development and newly constructed properties,
 - as may be required, to determine whether these properties are assessable as DI Property, and whether any changes are required to their assessments due to additions, changes or subtractions to the property, or changes as a result of legislation or policy changes which would result in a change to the property's assessment, as per the time table in Schedule B.
- 4. The Contractor shall provide all necessary support to the provincial assessor's response to assessment complaints respecting assessments prepared by the Contractor, in accordance with the provincial assessor's directions. Necessary support shall include:
 - (a) Appearing before and giving evidence to the Municipal Government Board (MGB), including by employees, subcontractors and agents, as may be required, arising from the Contractor's preparation of assessments;
 - (b) Preparing documents as may be required for the purposes of responding to the assessment complaints, including the production of evidence and will-say statements, according to the timelines established by the legislation;
 - (c) Provide advice to the provincial assessor with respect to the settlement of assessment complaints, including any amended assessments; and
 - (d) Take no action to unduly expose the provincial assessor to an award of costs against the provincial assessor for the conduct of the Contractor.
- 5. The Contractor will provide support for the following stakeholder/ratepayer communications services:
 - (a) Any routine stakeholder/ratepayer inquiries related to the preparation of the DI Property assessments;
 - (b) Any information requested by the municipality required to support administration of the municipal budget process.

- (c) Any requests for access to assessment records under section 299.1 of the *Municipal Government Act*
- (d) Any requests for access to summary of the assessment under section 300.1 of the *Municipal Government Act*.
- (e) Any requests for access to assessment record under section 299.2 of the *Municipal Government Act*. Information will be provided to the municipal assessor on behalf of the provincial assessor, in accordance with s.301(2) of the *Municipal Government Act*, the regulations and the Delegation of Authority from the provincial assessor.
- (f) The provision of access to information under this section must be in accordance with the *Freedom of Information and Protection of Privacy Act as described under* clause 14 of this contract.

Schedule A1 – Standards to be met by the Contractor

1. Standards of Practice

The Contractor will adhere to

- (a) all of the legislative requirements, and
- (b) the directions provided by the provincial assessor, for assessing DI Properties and adherence to performance standards in performing other services in accordance with this Schedule.

2. Health and Safety

- (a) The Contractor is responsible for the health and safety of its staff while on sites, including providing proper training and ensuring appropriate personal protective equipment is used.
- (b) The Contractor must provide health and safety training as required by property owners for access to DI properties and as required to meet industry standards and provisions the *Workers Compensation Act* and its associated regulations.

3. Ownership of Records

- (a) All DI Property assessment records for the [Municipality] in the possession of the Contractor or [Municipality] become the property of the provincial assessor.
- (b) Where possible digital photographs of all buildings and facilities should be taken and stored in the Contractor's office.
- (c) Upon completion of the Contract the Contractor shall provide all digital and hard copy DI property assessment records to the provincial assessor.

4. Quality Management

(a) The Contractor shall perform the Services with reasonable skill, care and diligence and in accordance with any applicable industry standards of suppliers of services similar to, or the same as, the Services described in this Contract.

5. Independence of Municipal Assessor

- (a) The Municipal Assessor and its staff will undertake the services free from interference, influence, and duress from external parties, including those within the municipal administration or elected officials.
- (b) Appropriate information barriers will be utilized to protect the municipal assessor from actual or perceived conflicts of interest arising from proximity of the Contractor and those within the administration or elected officials.

• Materials pertaining to the services are to be insulated from unnecessary access. This includes electronically through the use of passwords, or through the use of private lockable offices or storage cabinets.

6. Complaint by a Municipality

- (a) The Municipal Assessor and any municipal employee, subcontractor, or agent as a participant in the preparation of the Services in this Contract may not be involved in or participate in any manner, in any complaint filed by the municipality on the assessment of a DI property in the municipality.
- (b) If a municipality files a complaint against a DI Property assessment and the Municipal Assessor believes he or she is in a conflict, they will have the option to recuse himself or herself from the complaint process. The Municipal Assessor must provide notification and evidence of such conflict in writing to the provincial assessor.

<u>Schedule B – Services Timetable</u>

1. The Contractor will perform the Services in accordance with the schedule specified as follows:

Service/Deliverable	Completion Date
(a) Annual assessments due to the provincial assessor	January 15 annually
(b) Provide supplementary and amended assessments to the provincial assessor Note: Supplementary only if Supplementary Assessment Bylaw established.	End of the month in which the assessment has been completed
(c) Inspections of existing DI properties	5-year cycle (20% annually)
(d) Inspections of all new or upgraded DI properties	Annually
(e) Inspections of Major Plants	As required based on information provided in the RFI

Schedule C -Contractor Personnel

1. Human Resource Requirements

Municipal Assessor

The individual appointed as the Municipal Assessor must meet the following:

- (a) be appointed as the Municipal Assessor by bylaw or municipal council resolution for the [municipality].
- (b) meet the provisions set out in the Qualifications of Assessor Regulation, AR 233/2005 and hold the qualifications for the position and hold the certifications, education, and experience required to provide the Services.

The above two requirements must be met in order for the Municipal Assessor to be formally delegated the authority from the provincial assessor to prepare assessments for DI Properties.

The Municipal Assessor is authorized to engage such other staff resources as required to provide the Services, subject to Clause 10 of this Contract.

2. Training

The Contractor will:

- (a) Provide continuing education for those working on the assessments of DI Properties within the [Municipality]. Any training of Contractor's staff is the sole responsibility of the Contractor.
- (b) The provincial assessor may provide procedures, best practices, manuals, bulletins, standards of practice, and the like to the Contractor for dissemination to the staff involved in providing the Services. The Contractor is required to incorporate these materials into their assessment practices and ongoing training.
- (c) The provincial assessor's office may facilitate and provide training at its discretion, including providing a facility for the training, but the travel and other associated costs for the Contractor's staff to attend the training will be at the Contractor's expense.

3. Facilities and Equipment

The Contractor will provide the Facilities in order to perform the Services including office space for staff, storage of materials, and IT infrastructure as required.

4. Computer Systems and Software

The Contractor will:

(a) Provide appropriate computer assisted mass appraisal (CAMA) software, the pro-rated cost of which shall be reimbursed in accordance with Schedule D.

- (b) Provide other appropriate software, and all required hardware, at the Contractor's sole expense, required to provide the DI Property assessment services.
- (c) Provide the annual property assessment electronically in a format compatible with the Municipal Affairs' assessment software.
- (d) Provide security for all property assessment data through regular backups. Any system malfunctions resulting in a loss of assessment data or requiring re-entry of assessment data will be remedied at the sole expense of the Contractor.

<u>Schedule D – Contractor Fees</u>

1. Pricing – Annual Assessment Functions

Payments under the Contract will be as follows for Annual Assessment Functions:

Service or Deliverable	Year one (2018)		Fixed Price
Municipal cost of preparing DI Property Assessments			
		Rate	Maximum CAMA Costs
CAMA licensing reimbursement	Per Parcel	1.25	\$
	Per Major Plant	\$500	\$
Year one only	One time Data conversion and system consolidation		\$
Total: Fixed Price, one time data conversion plus Maximum CAMA Reimbursement			\$

CAMA licensing and Data Conversion amounts for <u>year one</u> shall be invoiced in the first quarterly payment (March 15, 2018)

Service or Deliverable	Year 2 and 3 (2019 & 2020)		
Municipal cost of preparing DI Property Assessments			Fixed Price
		Rate	Maximum CAMA Costs
CAMA licensing reimbursement	Per Parcel	1.25	\$
	Per Major Plant	\$500	\$
Total: Annual Fixed Price plus Maximum CAMA Reimbursement			\$

CAMA licensing amounts for <u>year two and three</u> shall be invoiced in the first quarterly payments (March 15, 2019 and March 15, 2020)

All other payments in the schedule shall be invoiced quarterly in each year of the contract on the following dates:

March 15, June 15, September 15, & December 15.

Pricing for Annual DI Property Assessment functions as listed in Schedule A is inclusive of all costs to complete the Services, including:

- (a) Staff resourcing
- (b) Travel
- (c) Overhead
- (d) Staff training
- (e) Field inspections
- (f) Issuance of correspondence
- (g) Analysis of provided information
- (h) IT costs including maintenance, licensing, and fees
- (i) Preparation of assessments

2. Pricing – Non-Routine Assessment Functions

All additional expenses for non-routine assessment functions must be pre-approved by the provincial assessor and will be reimbursed if incurred by the contractor in performance of the services.

This provision pertains to Services including:

- (a) The costs associated with the preparation and appearance on complaints filed to the Municipal Government Board or escalated to a judicial review and higher.
- (b) The costs associated with assessing new or significant additions to DI property defined as major plants.
- (c) The provincial assessor will pay all pre-approved additional expenses actually incurred by the Contractor in the performance of the Services.

- (d) Expenses contemplated under this provision include:
 - i. Pre-approved legal support for DI property assessment complaints
 - ii. Pre-approved specialist consultant(s) support for new DI property, additions to DI property or assessment complaints filed against DI property.

DELEGATION PURSUANT TO SECTION 284.1(2)

OF.

THE MUNICIPAL GOVERNMENT ACT ('the MGA") FOR THE PREPARATION OF DESIGNATED INDUSTRIAL PROPERTY ASSESSMENT

This delegation is effective from January 1, 2018 to December 31, 2020 or until revoked in writing.

I, Steve White, "provincia	al assessor" as designated by the Minister, pursuant to s.
284.1(1) of the MGA a	and under the authority of Ministerial Order MAG:002/17,
delegate responsibility	for the preparation of the Designated Industrial (DI) property
assessments, excluding	Linear Property in accordance with the MGA and the regulations
passed thereunder, to _	, municipal assessor
for	{the "Delegate"), subject to the conditions listed below:

- 1. The Delegate is responsible for the preparation related to the assessment of DI Properties, excluding Linear Property, including the defense of a complaint against DI Property assessments.
- 2. The Delegate is responsible for any routine stakeholder/ratepayer enquiries related to the preparation of the DI Property assessments.
- The Delegate must consult with the provincial assessor on any public presentations or media responses related to DI properties prior to them occurring.
- 4. The Delegate is to process any requests for access to assessment records for DI properties under s.299.1 of the MGA
- 5. The Delegate is to process any requests for access to summary of the assessment for DI properties under s.300.1 of the MGA.
- 6. The Delegate is to process any requests for access to assessment record for DI properties under s.299.2 of the MGA.
- 7. The Delegate must consult with the provincial assessor prior to making decisions pursuant to s. 291(2)(b) of the MGA for properties defined as major plants.
- 8. The Delegate must consult with the provincial assessor prior to making a decision with regard to the preparation of the assessment for DI properties if there are no procedures set out in the regulations.
- 9. The Delegate must consult with the provincial assessor prior to a decision pursuant to s.305 and s.312 of the MGA, for the assessment of properties defined as major plants or DI properties under complaint, with the exception of the preparation of amended assessments to reflect changes in the operator of the DI property.
- 10. The Delegate shall provide a report quarterly related to DI properties beginning March 31, 2018 to the provincial assessor and shall include the following:
 - a) Requests for Information (RFI) sent on DI properties, and any issues related to non-responses and what follow-up has been done.
 - i. Any recommended action under s.296 of the MGA *related to non-responses to the RFI*.
 - b) Requests for information related to DI properties under s. 299.1, 299.2 and

300.1 of the MGA.

- i. Information should include what was requested and that the request was responded to within the timelines and in accordance with the MGA and the regulations (there is no need to send a copy of the request or response to the provincial assessor unless requested).
- c) Any other pertinent information the Delegate deems appropriate.
- 11. The provincial assessor retains the authority to make decisions related to DI properties pursuant to the statutory authority given under s. 296 of the MGA.
- 12. The provincial assessor retains the authority in regards to the retaining and instructing of legal counsel for response to complaints on DI properties with the MGB.
- 13. The provincial assessor retains the authority to make decisions as to whether or not the decision from the MGB, or the courts related to DI properties should be appealed to a higher court.
- 14. The Delegate may sub-delegate responsibilities for the preparation of the DI Property assessment to individuals with the qualifications of an assessor as defined by *the MGA*.

defined by the MGA.	
O: WII ::	
Steve White Provincial Assessor Assessment Services Branch Municipal Affairs	Date
	ave the qualifications contained in the <i>Qualifications</i> 05, and that I have read this document and accept the above.
Municipal Assessor (Name of Municipality)	Date



REQUEST FOR DECISION

SUBJECT: Council Compensation Committee Appointments			
PRESENTATION DATE: February 27, 2018			
DEPARTMENT:	WRITTEN BY:	REVIEWED BY:	
Municipal	Tracy Haight/Murray Hagan	Rick Emmons, Interim CAO	
BUDGET CONSIDERATIONS:	□ N/A ☑ Funded by Dept.	☐ Reallocation	
	•	e) 🗵 County Bylaw or Policy (cite)	
Council, Board and Committee R	emuneration		
STRATEGIC PLAN THEME: Well Governed and Leading Organization	PRIORITY AREA:	STRATEGIES:	
ATTACHMENT(S): Council, Box	ard and Committee Remuneration	on Policy and advertisement	
'Members Needed Council Com	npensation Committee'		
STAFF RECOMMENDATION:			
 That Council determines the number of citizens-at-large to be appointed to the Council Compensation Committee and, calls for nominations of citizens-at-large as listed; That Council authorizes the use of secret ballot, if required, for electing Council Compensation Committee citizens-at-large; That Council appoints elected citizens-at-large to the Council Compensation Committee for a four-month term, effective March 1 to June 30, 2018; 			
4. That Council determines the number and names of Clearwater County past councillors to be invited to the Council Compensation Committee;			
5. That Council authorizes the Reeve to invite and appoint Clearwater County past councillor(s), as identified in Staff Recommendation 4, for a four-month term effective March 1 to June 30, 2018.			
6. That Council directs the Council Compensation Committee to present a final report with remuneration recommendations to Council by June 30, 2018; and,			
7. That ballots from the Council Compensation Committee citizens-at-large election be destroyed.			

BACKGROUND:

Council adopted Clearwater County's *Council, Board and Committee Remuneration* policy on January 23, 2018, that included terms of reference for a temporary Council Compensation Committee to review remuneration paid to Council and County board/committee citizens-at large.

As per the Committee's terms of reference, total membership required is between three (3) to five (5) citizens-at-large which may include a maximum of two past councillors.

Advertisements for committee members with experience in governance, finance and/or business were published in local papers, as well as the County's website and social media sites, beginning February 6. By the end of the February 20 deadline, the County received applications from the following citizens-at-large:

- Marianne Cole
- o Lori Sunde-Cooper
- Doug Glessing
- Darryl Park
- o Linda Tomlinson
- Lynn Webster
- Dickson Wood

Clearwater County past councillors also submitted applications as follows:

- Ken Qually (2004 2010)
- Wilf Tricker (1995 2004)
- Dick Wymenga (2007 0 2013)

Submitted applications were forwarded to Council, separately from this item, in accordance with: a) the Municipal Government Act, Section 197 (2) and b) the Freedom of Information and Protection of Privacy Act Section 17 - Disclosure Harmful to Third Party Personal Privacy.



EFFECTIVE DATE	January 1, 2018
REVISIONS	
SECTION	Administration
POLICY STATEMENT	To provide a fair and equitable means of reimbursing Council and Citizens-at-Large for their time while attending meetings, conferences, training seminars and other municipal business and community events. In determining remuneration amounts, Council may consider any of the following: a. Discussion and decisions made by Council; b. Informal survey data; c. Formal survey data provided by an independent consultant; d. Recommendations of a Council Compensation Committee as per Appendix 'A'.
DEFINITIONS	'Meeting' Within the context of this policy, the term meeting shall include: Council meetings, Special Council meetings, Committee meetings as well as, when requested by the CAO or a Department Head, meetings between Councillors and County staff.
COUNCIL RATES	1. Council remuneration for time spent while traveling to or from meetings, and while in attendance at a meeting, will be based on the following rates and time sections: a. \$161.00 - First Four hours b. \$127.00 - Second Four hours c. \$127.00 - Third Four hours d. \$288.00 - Maximum payable for any regular Council meeting (Two (2) time sections). e. \$415.00 - Maximum payable for any single day (Three (3) time sections). For clarity, any meeting or number of meetings that include more than one portion of the above time sections [i.e. meetings in excess of four hours], a Councillor is entitled to a combined remuneration for each time section involved. Councillors are expected to exercise discretion when applying for remuneration for meetings that include



one-time section and extend into another time section in a minor fashion.

- 2. In addition to meeting and, travel fees, each Councillor will be paid \$1,003.00 per month to compensate for time spent on such matters as meeting preparation, telephone calls and individual meetings with electors.
- 3. Council remuneration associated with convention attendance will be for time spent while traveling to or from a convention location and while in attendance during the formal convention sessions based on the following rates and time sections:
 - a. \$161.00 First Four hours
 - b. \$127.00 Second Four hours
 - c. \$127.00 Third Four hours
 - d. \$415.00 Maximum payable for any single day (Three (3) time sections)

For clarity, time incurred for travel to or from the convention location and attendance at the formal convention sessions that include more than one portion of the above time sections in excess of four hours, a Councillor is entitled to combine remuneration for each time section involved.

For example, a Councillor drives to a seminar in Edmonton from Rocky Mountain House leaving the night before the seminar begins as the seminar starts at 8:00am the next morning. The seminar ends at 4:00pm the following day. At conclusion of the seminar the Councillor would be entitled to \$161.00 associated with the night before the seminar. The Councillor would also be entitled to another \$161.00 relating to the first four hours of attendance at the seminar; another \$127.00 associated with the second four hours of the seminar; and \$127.00 for the third four hours associated with return travel time to Rocky Mountain House.

4. Councillors are authorized to attend special meetings associated with a Council appointed committee without Council approval. However, to the greatest extent possible, Councillors should receive prior approval of Council for attendance at any other special meeting a Councillor may wish to attend [eg. a community group meeting]. However, Council recognizes that situations may preclude a Councillor from advising Council of a



- meeting prior to attendance. In such cases the Councillor is to seek Council's approval for attendance prior to the Councillor submitting a remuneration sheet.
- 5. The Reeve and two Councillors are approved to attend the annual conference of the Federation of Canadian Municipalities (FCM). The intention is to provide all Councillors with the opportunity to attend one conference during their term of office. All Councillors will be permitted to attend when the conference is held in Alberta.
- 6. If a spouse accompanies a Councillor to a convention, the Municipality will cover the spousal registration fee, banquet tickets, and approved travel expenses.

COMMUNITY EVENT ATTENDANCE

- 1. All Councillors are authorized to participate in the Rocky Rodeo Parade, Caroline Rodeo Parade and Rocky Parade of Lights. In addition to this, the Reeve or designate is authorized to participate in the Ponoka Stampede Parade and Westerner Days Parade.
- 2. With the exception of the aforementioned parades, attendance at any other community event will be considered by Council on a case-by-case basis.
- 3. Council remuneration associated with approved community event attendance will be for time spent while traveling to or from a community event location and while in attendance during the event based on the following rates and time sections:
 - a. \$161.00 First Four hours
 - b. \$127.00 Second Four hours

To a maximum of eight hours [or \$288.00] per day.

REEVE AND DEPUTY REEVE RATES

 It is recognized that in addition to the above procedures, that the Reeve and/or Deputy Reeve will receive additional requests with respect to meetings with federal, provincial, municipal and/or community organizations, representatives or officials. The Reeve or Deputy Reeve are authorized to attend such meetings at their discretion without Council approval and receive remuneration in accordance with this



policy. To the greatest extent possible, the Reeve or Deputy Reeve should endeavor to inform Council of these meetings prior to attendance.

- 2. The Reeve will be paid \$2,014.00 per month to allow for extra administrative duties such as cheque signing, bylaw signing, contract signing, etc.
- 3. The Deputy Reeve will be paid \$1,250.00 per month to allow for extra duties.

COUNCIL BENEFITS PROGRAM

- 1. A Councillor may enroll in the County's Group Benefits program designed for Council which includes:
 - a. Life Insurance
 - b. Accidental Death & Dismemberment Insurance
 - c. Critical Illness Insurance
 - d. Extended Health & Medical Insurance
 - e. Dental Plan Insurance
 - f. Access to Employee Assistance Program (EAP).

Eligibility for participation in plans is determined by the benefit carrier.

2. The cost-sharing of premiums for participation in the Group Benefits program for Councillors:

Life Insurance: 50% + 50% cost-shared AD & D: 100% paid by Councillor Critical Illness: 100% paid by Councillor Extended Health: 100% paid by County Dental Plan: 100% paid by County E.A.P.: 100% paid by County

CITIZENS-AT-LARGE

- 1. Citizens -at-Large appointed to the Municipal Library Board[s], the Clearwater Regional Family and Community Support Services Board, and the Recreation Boards will be paid \$560.00 per annum.
- Citizens-at-Large appointed to other boards or committees will be paid at the Councillor remuneration rates established in this Policy.



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- A completed 'Councillor and Board Member Remuneration Statement' form is to be submitted to the Payroll and Benefits Administrator after the end of each month by the Thursday prior to the next Council meeting. Forms received after the deadline will not be processed for payment until the following month. Copies of Councillors' completed forms will be included in Council's Agenda package.
- 2. Councillors and Citizens-at-Large will be reimbursed for expenses in accordance with the Travel and Subsistence for Staff and Council Policy.



Appendix A

Council Compensation Committee Terms of Reference

Purpose:

The Council Compensation Committee is a temporary committee with a mandate to review the remuneration paid to Council and board/committee Citizens-at-Large; and, to make recommendations to Council on remuneration.

Term of Council Compensation Committee:

- 1. The Committee will be established on or before March 1 of the year following a general election.
- 2. The Committee may make regular reports to Council in closed sessions during the course of their review, however the Committee shall present their final report and recommendations to Council, in public sessions, on or before June 30, of that same year.
- 3. The Committee will be dissolved when Council receives the report and recommendations of the Committee; and, when Council determines remuneration rates effective January 1 of the next year.

Council Compensation Committee Composition and Requirements:

- 4. No more than 5 [five] public members in total which will include any, or both, of the following:
 - a. A minimum of three (3) individuals with experience in governance, finance and/or business.
 - b. A maximum of two (2) past Councillors, as determined by Council and invited by the Reeve.
- 5. Members must be residents of Clearwater County for a minimum of six (6) months.
- 6. Members shall be appointed by Council resolution.
- 7. If a member resigns or is unable to serve, a replacement member will be appointed by Council.
- 8. Members will nominate and endorse a chairperson at first meeting. Meetings will be called by the Chair.
- 9. Members shall observe and keep confidential matters relating to the business of Clearwater County which may either directly or indirectly come to their knowledge. Each member shall not discuss or disclose information to any person who is not entitled to such knowledge or information.
- 10. Quorum shall consist of a minimum of 3 [three] members. Quorum is required to present a report and recommendations to Council.



Council Compensation Committee Responsibilities:

- 11. The Committee is deemed to be an advisory group, making recommendations to Council only.
- 12. To permit free and open discussion Committee meetings are closed sessions not open to the public.
- 13. Discussion is to be based on the consensus-based approach. Consensus does not mean a decision that is perfect for all participants, but it does mean a decision that all participants will agree to support. Where consensus cannot be achieved the majority vote will determine the outcome of the item.
- 14. The Committee will review relevant survey data and practices of other rural municipal Councils that are comparable to Clearwater County. Information and/or data may include, but is not limited to:
 - Information posted on other municipal websites;
 - Information derived from individual interviews with, and/or survey results from, past and/or current Clearwater County Council members;
 - Information attained through Alberta Urban Municipalities Association (AUMA), Alberta Association of Municipal Districts and Counties (AAMDC) resources;
 - Formal data conducted by an independent survey consultant.
- 15. Members who serve on the Committee will be compensated for their time as identified within this policy.
- 16. Members are expected to attend meetings and recognize that they may be asked to leave by Council for lack of attendance. If a member is unable to attend a meeting they are expected to inform the Chair.



PUBLIC NOTICES

Development Permits

NOTICE is hereby given that the Development Officer or the Municipal Planning Commission of Clearwater County has approved the issuing of development permits for the following *permitted* uses:

Development Permit 06/18 - Lyle and Elizabeth Verhaeghe – Replacement of a residence with a relaxation to the front yard setback requirements on SW 27-41-06-W5. **Decision Date: February 6, 2018.**

Development Permit 07/18 - Brian and Patricia Robertson – Construction of a residence on NW 13-36-05-W5. **Decision Date: February 8, 2018.**

Anyone claiming to be affected by such decisions may appeal the decision by serving written notice of appeal within twenty-one (21) days of the date of the decision.

Notice of appeal, accompanied by a \$300.00 appeal fee, should be addressed to the Secretary, Subdivision and Development Appeal Board, Clearwater County.

For more information on a specific application, or the deicision, contact Clearwater County.

Holly Bily, Dustin Bisson, Kim Gilham, Charmin Pashulka, and Eleanor Pengelly Development Officers

Members Needed Council Compensation Committee

The Council Compensation Committee is a temporary committee with a mandate to review the remuneration paid to council and board/committee citizens-at-large; and, to make recommendations to council on renumeration.

Requirements:

- Three (3) Members with experience in goverance, finance and/or business.
- Must be residents of Clearwater County for a minimum of six (6) months.

Responsibilities

- The committee is deemed to be an advisory group, making recommendations to council only.
- Members who serve on the committee will be compensated for their time as identified within this policy.

To learn more visit www.clearwatercounty.ca/council

DEADLINE: February 20, 2018 at 4:30 p.m.

Application forms are available at the County Office or online at www.clearwatercounty.ca

Applications along with resumé may be submitted via: Fax: 403-845-7330

Open Employment Opportunities

For a full list of current employment opportunities with Clearwater County visit: www.clearwatercounty.ca

Box 550 • 4340 - 47 Avenue, Rocky Mountain House, Alberta T4T 1A4
PHONE 403-845-4444 | www.clearwatercounty.ca
Office Hours, Weekdays: 8:00 a.m. – 4:30 p.m.

Follow Clearwater County on Facebook or Twitter @clearwatercnty.



REQUEST FOR DECISION

SUBJECT: Draft Chief Administrative Officer (CAO) Position Description			
PRESENTATION DATE: February 27, 2018			
DEPARTMENT: Corporate Services	WRITTEN BY: Janice Anderson / Murray Hagan	REVIEWED BY: Murray Hagan	
BUDGET CONSIDERATIONS:	☑ N/A ☐ Funded by Dept.	☐ Reallocation	
LEGISLATIVE DIRECTION: □None ⊠ Provincial Legislation (cite) □ County Bylaw or Policy (cite) MGA Section 205			
STRATEGIC PLAN THEME: Well Governed and Leading Organization	PRIORITY AREA: 2.4 Invest in, and support, a skilled, motivated and performing workforce	STRATEGIES:	
ATTACHMENT(S): Draft position description			

STAFF RECOMMENDATION:

That Council reviews the draft position description, amends as required, and approves for implementation.

BACKGROUND:

At the request of Council, Human Resources has drafted the attached position description for the Chief Administrative Officer for Clearwater County.

Working copies of the document have been shared with Council informally, and feedback obtained has been incorporated into this draft.

Clearwater County

Position/Role Definition: Chief Administrative Officer

Date of Last Review: Updated: February 2018

Reports to: Clearwater County Council

Direct Reports: Director, Agriculture & Community Services

Director, Corporate Services
Director, Infrastructure
Director, Operations
Director, Planning
Regional Fire Chief

Manager, Human Resources

Manager, Intergovernmental & Legislative Services

Health & Safety Coordinator

Executive Assistant to CAO & Council

Position Summary:

The CAO is responsible for the overall planning, coordinating, and control of all municipal operations in accordance with the objectives, strategic and business plans, by-laws, policies and mandates approved by Council. The CAO is the County's professional manager whose actions are governed by high ethical standards.

Due to the overall responsibilities the CAO has as Director of Emergency Management and the Regional Director of Emergency Management, it is highly desirable that the CAO reside in Clearwater County.

General Accountability/Scope:

The Chief Administrative Officer:

- a) Is the administrative head of the municipality:
- b) Ensures that the approved policies and programs of the County are implemented;
- c) Advises and informs Council on the operation and affairs of the County;
- d) Performs the duties and functions and exercises the powers assigned to a CAO by the MGA and other enactments or assigned by Council;
- e) Is the conduit of communication and information between Council and staff.

Leadership and Responsibilities:

COUNCIL RELATIONSHIP

- 1.1 Maintain a relationship with Council based on trust, commitment and the ongoing willingness for communication.
- 1.2 Recognize the ultimate authority of Council and maintain a genuine respect for the right of Council to make policy decisions within the limits of government legislation.

- 1.3 Works with Council to address matters of importance to the County and assists in setting the vision and direction. Formulates alternatives for consideration by Council to ensure the objectives are achieved through the most effective and realistic strategies; keeps Council apprised of issues and developments of an operational, legislative or political nature that relate to the interests of the County.
- 1.4 Supports Council in determining policy by providing information such as other levels of government objectives, social and economic trends, advice of staff, positions advocated by community groups and local businesses. Implementation, review and updating of the effectiveness of its by-laws, policies and programs and recommended changes or new initiatives to meet Council's objectives is required. The CAO regularly reports on implementation progress. Supports Council in the formulation and updating of a Strategic Plan: this plan will charter the future, identify critical issues, and set objectives and strategies.
- 1.5 While the CAO is responsible to, and under the direction of the body of Council, it is recognized that the Reeve and/or Deputy Reeve will engage the CAO in the course of day-to-day follow-up and administrative support following Council decisions on an as required basis.

STAFF RELATIONSHIPS

- 2.1 Demonstrate leadership, open communication style and personal integrity.
- 2.2 Provides positive leadership, direction, mentorship and coaching to the administrative team. Direct, supervise, and review the performance goals and objectives of the leadership team, direct reports, and employees of the County.
- 2.3 Maintain knowledge of the key responsibilities within the organization. Ensure that the organization structure for the County reflects operational needs and accomplishes the objectives and vision established by Council. Works in consort with the Department leadership to ensure that County operations are functional and aligned with the direction of Council and County values and operational goals are being met on a day-to-day basis. Ensure that the County staff are committed to high-levels of efficient and effective delivery of services and programs to the public.
- 2.4 Promote and encourage the training and development of skills and professional development to foster health and safety, productivity, succession planning and customeroriented attitudes. Meet regularly with all levels of staff to be aware of daily operational issues, health and safety items, staffing concerns and staff feedback they are receiving from County residents.

Involve staff in the process of setting and reviewing annual goals and objectives through an organization planning process.

2.5 Be capable and available to provide practical counsel and timely advice. Ensure that staff issues and concerns are addressed respectfully.

COMMUNITY RELATIONSHIPS

- 3.1 Maintain and promote open and transparent operations to the public and a positive public image in the County.
- 3.2 Establish positive and collaborative working relationships with administrators within the community and partners of the County [eg. CAOs of Town of Rocky Mountain House, Village of Caroline, neighboring municipalities, etc.]. Provide and encourage liaising with other authorities

and community organizations that provide public services within the County. Establish positive working relationships with officials at the provincial and federal levels of government.

3.3 Provide background information to the media and refer political commentary and comment by the Reeve, Deputy Reeve or the appropriate Councillor.

ORGANIZATION/ADMINISTRATION

- 4.1 Provide recommendations to Council establishing the structure of departments within the County including establishing, merging, dividing and eliminating departments or functions that change with strategic planning requirements, and determine the leadership hierarchy to best implement County policies and procedures.
- 4.2 Plan, manage and evaluate the availability and use of human and material resources provided in the budget process and budget approved by Council. Embraces innovative practices for continual improvements, efficiencies and service delivery. Ensure proper financial recording and reporting processes are consistent with Public Sector Accounting principles and budget management and administration processes are consistent with MGA requirements.
- 4.3 Ensures operations and budget align with the County's approved strategic and business plans and goals. Reviews and recommends progressive and responsive policies, procedures, systems and investments that impact on the County's activities, programs and services.
- 4.4 Establish processes for employment attraction, retention and downsizing including the delegation of authority for hiring through to dismissal and ensures County practices and employment policies are consistently applied throughout the organization.
- 4.5 The CAO or designate is expected to attend all meetings of Council, committees of Council, meetings of boards and other bodies as required by Council.
- 4.6 Appoint an acting CAO to act during the absences of the Chief Administrative Officer who has all the powers, duties and functions of a designated officer as required under the Municipal Government Act, or any other Act.

ECONOMIC DEVELOPMENT

- 5.1 Recommend programs and policies to Council which will maintain and expand employment opportunities for residents and the assessment base of the County.
- 5.2 Coordinate the use of the County's resources, the support of other governments and the feedback of residents and ratepayers in implementing Council's economic development program and policies.
- 5.3 Support and encourage citizens, community groups and businesses to work collaboratively to support economic development within the County.

LEGISLATIVE RESPONSIBILITY

- 6.1 Maintain a solid understanding of the Alberta Municipal Legislation and processes are in compliance with applicable provincial legislation.
- 6.2 Ensure all Minutes of Council meetings are recorded for accuracy. Ensure the by-laws and minutes of Council meetings and all other records and documents are kept safe and re-

accessible and ensure the corporate seal of the County is kept within a secure and limited access.

6.3 Ensure all funds to be held by the municipality are deposited as designated by Council.

PROFESSIONAL DEVELOPMENT REQUIREMENT

7.1 Commit to being familiar with new developments in municipal, economic, societal, legal, and enhancing communications by attending seminars, conferences, training, and applicable instructional courses and programs.

APPOINTMENTS

- 8.1 The CAO is responsible for the duties and functions of Clearwater County Director of Emergency Management and the Regional Director of Emergency Management.
- 8.2 The CAO is responsible for the duties and functions as Development Authority, unless as otherwise determined.
- 8.3 The CAO is responsible for the duties and functions as Head of the Freedom of Information and Privacy Act and regulations, unless as otherwise determined.

ACCOUNTABILITY

- 9.1 The CAO shall perform such duties and functions and exercise such other powers as may be required for the effective administration of the County, including, but not limited to contracts, agreements and transactions required for the effective operation of the County.
- 9.2 The CAO shall exercise such other powers, duties and functions as may be required from Council from time to time and is accountable to Council for the exercise of all powers, duties and functions.

Approval of CAO Position Requirements:	
Reeve, on behalf of Council	Date
Deputy Reeve, on behalf of Council	Date

Recruitment Qualifications/Personal Attributes

Education and Experience

- University degree in business, public administration, management, human resources or a related field, or, combination of education/training and demonstrated and progressive leadership positions within a municipal setting.
- Minimum of 7 years as a CAO or other senior leadership position within municipal government.
- Well-rounded background in municipal administration with strong skills and experience in business planning, finance, land use planning, economic development, human resources/labour relations.

CAO	

- Demonstrated knowledge and experience in Municipal Government Act and related statutes.
- Experience in accessing grants/funding through federal/provincial departments and agencies to support County programs and projects.
- Previous experience working and living in a rural environment.

Certifications/Professional Development /License

- Eligible for the National Advanced Certificate in Local Authority Administration (NACLAA) or equivalent thereof. [asset]
- Eligible for the Certified Local Government Management (CLGM) designation. [asset]
- ICS 300 [ICS 400 is an asset]
- Valid Drivers' License

Skills, Abilities and Competencies:

- Integrity and Trust Seen as a direct, truthful individual; widely trusted and adheres to a strong set of core values and ethics.
- **Strong Leadership Skills**-- Provides guidance and support. Is the role model for staff to manage effectively while maintaining an encouraging and approachable demeanor. Is the settling influence in a stressful situation or crisis.
- Conflict Resolution A consensus builder with a proven ability to positively engaging
 people from diverse or polarized positions in problem-solving. Able to develop proactive
 solutions through the use of interest-based negotiations demonstrating strong conflict
 resolution skills.
- Exercises Tact and Diplomacy to diffuse tense situations and to make people feel important and valued.
- Analytical and Problem-Solving Skills Uses rigorous logic and methods to investigate and solve problems; excellent at analysis; looks beyond the obvious; able to develop practical and innovative solutions.
- **High-level of Energy and Commitment** Can be counted on to get things done and the ability to makes good decisions in a timely manner. Demonstrates a strong ability to work effectively within the public-sector environment and is politically astute.
- Planning & Organizing Effective planner and project manager; uses resources
 effectively and efficiently; sets clear expectations; designs practical processes and
 procedures.
- **Communication Skills** A clear, concise and positive communicator who encompasses the principles of listening to oral, written and public presentations.



REQUEST FOR DECISION

SUBJECT: Public Engagement Dates – Leslieville and Condor Fire Halls					
PRESENTATION DATI	E: Febru	ıary 27, 201	8		
DEPARTMENT: Council WRITTEN BY: Steve Diebienne/ Christine Heggart			ristine	REVIEWED BY: Rick Emmons, Interim CAO	
BUDGET CONSIDERA	TIONS:	□ N/A	⊠ Funde	ed by Dept.	☐ Reallocation
LEGISLATIVE DIRECT	TION: ⊠No	one □ Prov	incial Legi	slation (cite)	☐ County Bylaw or Policy (cite)
STRATEGIC PLAN THEME: Well Governed and Leading Organization Community Well- PRIORITY AREA: 2.2 Provide service levels that balance community needs with organizational capacity. 3.2 Create safer community through building a sense of belonging and community the Court of the C					rtake reviews to determine types of service and assets provided by gned with community need, to ervice quality. nue to support Clearwater ire Rescue Services in fulfilling 's legislated responsibilities in re prevention, suppression and
ATTACHMENT(S): N/A	١				

STAFF RECOMMENDATION:

That Council sets date(s) for public engagement in Leslieville and Condor to discuss future of fire halls in each hamlet.

BACKGROUND:

Following the Agenda and Priorities (A&P) Committee meeting on January 15, 2018, the Committee recommended Council further review options and timeframes, move ahead with additional consultation to help inform their governance process and review additional options that fit within the existing \$2.4 million budget in 2018.

Administration is in the process of developing a draft of Council's public information presentation with project history, timelines, alternative options. In the meantime, Administration recommends Council set two open house dates a few days apart at the end of March or April, for public meetings specific to the Clearwater Regional Rescue Services Station 10 and Station 20, one in Leslieville and one in Condor.

Open house invitations would be formally extended to fire service members, and publicly advertised in the local papers, County website and social media sites for at least two weeks in advance of the meeting. Should meeting dates be set for April, the advertisement could also be included in the March issue of the County Highlights newsletter.



REQUEST FOR DECISION

SUBJECT: Draft Clearwater Cou	nty Broadband Policy						
PRESENTATION DATE: Februa	ry 27, 2018						
DEPARTMENT: Municipal	WRITTEN BY: Council / Staff	REVIEWED BY: Rick Emmons / Murray Hagan /Jennifer McDougall / Christine Heggart / Tracy-Lynn Haight					
BUDGET CONSIDERATIONS:	1 9 7 7						
LEGISLATIVE DIRECTION: □None ⊠ Provincial Legislation (cite) □ County Bylaw or Policy (cite)							
STRATEGIC PLAN THEME #3: Community Well-Being	PRIORITY AREA: Community Development Objective – 3.3 Ensure our established, as well as, new communities are well connected and supported.	STRATEGIES: 3.3.1 Broader high-speed Internet availability throughout most of Clearwater County Council will continue to research opportunities to further advocate and support high speed infrastructure development in Clearwater County.					
ATTACHMENT(S): Draft Broadb	and Policy						

STAFF RECOMMENDATION:

That Council reviews, amends as required and approves the draft Broadband Policy.

BACKGROUND:

Based on the conversations and information during Council's workshop held on February 13/18, Administration drafted the attached policy for Council's review and comments.



CLEARWATER COUNTY BROADBAND POLICY

EFFECTIVE DATE:	MM/DD/Year
SECTION:	Administration
POLICY STATEMENT:	Internet is an essential service. A vast majority of Clearwater County residents and businesses
	are underserved by current Internet services available, with the rural area of Clearwater County not meeting Canadian Radio-Television and Telecommunications' (CRTC) basic standards for broadband connectivity.
	Economic diversity, sustainability and innovation are essential to the community's success. To ensure residents and businesses have quality broadband access, Clearwater County will invest in and own a high-speed internet highway to reduce the digital divide and provide further opportunities for economic prosperity and social well-being, for now and for generations to come.
DEFINITIONS:	"Demand" means requirement for access, capacity (volume of data) and speed of download/upload.
	"End-User" means a person or business who ultimately uses or is intended to ultimately use a product.
	"ISP" or "Internet Service Provider" means an organization that provides services accessing and using the Internet.
	"Qualified ISP" means an ISP that meets Clearwater County's standards set for service quality and security.
	"Mbps" or "Megabits per Second" means a unit of measurement for bandwidth and throughput on a network. Each megabit is equal to 1 million bits.
	"NSP" or "Network Service Provider" means a network service provider (NSP) a company that provides backbone services to an Internet Service Provider (ISP).
	"OAN" or "Open-Access Network" means a telecommunications network architecture and business model that separates physical access to the network from delivery of services. In an OAN, the owner of the network does not supply services; these services are supplied by separate retail service providers or ISPs.



CLEARWATER COUNTY BROADBAND POLICY

OUNT	
PROCEDURE:	1. Clearwater County will develop an Open-Access Network of
	broadband infrastructure, to provide Internet accessibility to the
	majority of County residents and businesses, meeting at
	minimum the CRTC's standards of 50 Mbps down, 10 Mbps up
	(with targets of 1 gigabit speeds where achievable).

- a. The expected service lifetime of the fibre infrastructure will be 50 years.
- b. A fiscally responsible approach will be taken to provide the best possible infrastructure at the lowest possible capital and ongoing operating costs.
- c. Clearwater County will pursue grants to complete the OAN and leverage partnership opportunities.
- d. Clearwater County will endeavour to employ local service providers in the OAN development.
- Clearwater County will develop a phased project plan, to construct and implement the OAN and broadband infrastructure.
 - a. The OAN will be built with capacity to accommodate growth in demand for its expected lifetime.
 - b. Initial investment in excess capability and design that facilitates cost-effective future expansion.
- Clearwater County will endeavour to contract a Network Service Provider to operate the OAN, and will define operational standards.
- 4. Clearwater County will not provide end-user internet services, rather invest in the OAN in an effort to encourage competition from ISPs.
 - a. The OAN will create a competitive environment in which all qualified ISPs have equal access to all end-users, or customers, over the same connection at the same time.

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Clearwater County

Councilor and Board Member Remuneration Statement

Name of Councilor / Board Member							
		t Periods					
<u>January</u>	February	March	April				
May	June	July	August				
September	October	November	December				

Council Supervision Rate – \$1,003.00 Monthly Reeve Supervision Rate - \$2,014.00 Monthly

Deputy Reeve Supervision Rate - \$1250.00 Monthly

	Deputy Reeve Supervision Rate - \$1250.00 Monthly									
Date	Type of Meeting Attended	First 4 Hours \$161.00	Next 4 Hours \$127.00	Next 4 Hours \$127.00	Regular Council Meeting \$288.00	Lunch \$16.00	Mileage @ \$0.55 / km			
Jan 9	Regular Council				X		40			
Jan 12	CAAMDC Resolutions Committee	X					0			
Jan 15	A+P	X	X	X			40			
Jan 16	ASB Conference	X	X				20			
Jan 17	ASB Conference	X	X				0			
Jan 18	ASB Conference	X	X				0			
Jan 19	ASB Conference	X	X	7			20			
Jan 22	CTI Board Meeting:Caroline	X					112			
Jan 23	Regular Council				X		40			
An 24	Nordegg Community Crime	X					40			
Jan 25	Bighorn Backcountry	X					20			
Jan 25	Landcare	X					20			
						11	-			

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Meetings @ \$288.00= Supervision=	1250.00		
TOTAL=			TOTAL= 193.60

Signature {Councilor / Board Member}

For the Year of2018.....

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Clearwater County Councilor and Board Member Remuneration Statement For the Year of2018......

January	Februar	Y		March		April	
May	June			July		- August	
September	October			November		Decembe	er
	Council Super Reeve Super Deputy Reeve Su	zision Ra	ite - \$2,0	14.00 Month	ly		
Date Type of Meeting	Lines 1	lours Ne	\$127 00	Next 4 Hours \$127.00	Regular Council Meeting \$288.00	Lunch \$16.00	Mileage /
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1/9 Council	7				/		1
Carolina An	Such 1	/			•		121
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17 MPC							91
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123 Countil						//	91
Governance T	Taining 1						
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126 SAOG						1	132
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ignature {Councilor	(T) 1 7 / 1	m)	1	11_			

April

August

December

Clearwater County

March

July

November

Councilor and Board Member Remuneration Statement

Payment Periods

Council Supervision Rate – \$1,003.00 Monthly Reeve Supervision Rate - \$2,014.00 Monthly

Name of Councilor / Board Member MICHELLE SWANSON

February

June

October

For the Year of2018......

January

September

	Deputy Re	eeve Superv	ision Rate	\$1250.00 IVI	muny		T
Date	Type of Meeting Attended	First 4 Hours \$161.00	Next 4 Hours \$127.00	Next 4 Hours \$127.00	Regular Council Meeting \$288.00	Lunch \$16.00	Mileage @ \$0.55 / km
9	COUNCIL MTG.						26
10	FCSS	V					26
10	REC BD MTG.		~				-
//	CHAMBER LUNCHEON	V					26
15	A+P MTG.		V				26
17	SENIORS HOUSING.	~					26
18	RED DEER RIVER MUN. USERS	GEOJP V	V)			643
23	COUNCIL MTG.				V		26
31	SENIORS HOUSING.	/					26
31	TRAVEL - NSWA FORUM	V					212
		more Space o					
	Rer	nunera	tion Ca	lculatio	n		
6 7 2	Meetings @ \$127.00= S Meetings @ \$288.00=	966.00 508.00 576.00	_ \\ \ _ \ \o \	1	Kms @ \$0.6 Lunch @ \$16.0	55= <u>556.0</u> 00= <u>Ø</u>)5_
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Clearwater County

Councillor / Board Member

		. Re	emunera	ation				h: Januar
	Α	В	C	D	E	F	G	Н
1	Councillor / Board Member			Cammie Laird				
2	Date	Type of Meeting Attended	First 4 Hours \$161.00	Next 4 Hours \$127.00	Next 4 Hours \$127.00	Reg. Council Meeting \$288.00	Lunch \$16.00	Mileage @ \$0.55 / km
3	Jan. 9	Mtg.: CC Reg. Council (09:00-16:00 Hrs.)				1		26
4	Jan. 15	Council A&P - Meeting (09:00-17:45 Hrs.)	1	1	1			26
5	Jan. 17	Mtg.: RMH Sen Housing @ Westview Lodge (09:30-10:30 Hrs.) Orenetation: Rocky Libarry Committee	1					28
6	Jan. 17	(10:30-11:30 Hrs) Mtg.: PAMZ (15:00-18:00 Hours) @ Red		1				
	Jan. 17	Deer + Travel time Mtg.: Rocky Hosp. Committee (13:30-			1			158
	Jan. 18	16:30 Hours) @ Christensen Center	1					28
	Jan. 23 Jan. 23	Mtg.: CC Reg. Council (09:00-12:30 Hrs.) Workshop: Council (RE: Governance) (13:00-16:30 Hrs.)		1		1		26
11		(12000 12000 HIB)						202
_	Sub-Totals		3	3	2	2		292
13	1	ation Calculation						
15	Event	Fee Structure	Quantity	Sub-Total	1 W	estrieu	@ 81.	00
_	Meetings	First 4 Hours @ \$ 161	2		+ -			
	Meetings	Next 4 Hours @ \$127	3					
	Meetings	Next 4 Hours @ \$127	2		>630.0	0		
19	Reg. Council Meeting	\$288	2	576	/			
20	Lunch	\$16.00						
21	Mileage	\$0.55 / km	, 264	145,20				
22	Supervision	\$1003 / Month	1	1003	/			
23	Expenses	Meals						
24	Expenses	Lodging						
25	Total			2634.53				
26								
27			.00	,				
		Councillor / Board Member:	(1)	rind				

Christmas ad <127.67>

April August

December

Clearwater County

JOHN VANDERMEER

March

July

November

Councilor and Board Member Remuneration Statement

Payment Periods

February

June

October

For the Year of2018......

January

May

September

Name of Councilor / Board Member

Council Supervision Rate – \$1,003.00 Monthly Reeve Supervision Rate - \$2,014.00 Monthly									
	Deputy Re	First 4 Hours	Next 4 Hours	\$1250.00 Mo Next 4 Hours	Regular Council		Mileage @		
Date	Type of Meeting Attended	\$161.00	\$127.00	\$127.00	Meeting \$288.00	Lunch \$16.00	\$0.55 / km		
9	COUNCIL				L-	F)	80		
10	RECRUITMENT MITE				4-		80		
11	MTG MAYOR RIMM				4		16		
	CCTA PRESENTATION						. 56		
15	A+P MTG.	V	-	9 L			80		
18	HOSPITAL COMA						80		
24	MAYORS PR. BREAKEN	r L					80		
19	1 tosp, - PREP LETTER	v					80		
22	HOSP - CALL MINISTER				11		80		
23	COUNCIL			-			80		
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8	Meetings @ \$161.00= Meetings @ \$127.00= Meetings @ \$288.00= Supervision=	1288	 Chris	712 tmas ad	Kms @ \$0.5 Lunch @ \$16.0		.60		
	TOTAL= 4005 TOTAL= 263.93								
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Clearwater County

Councilor and Board Member Remuneration Statement

For the Year of2018	For	the Y	ear of	2018	
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Name of Councilor / Board Member Theresa Laing

Payment Periods

January

February

March

April

May

June

July

August

September

October

November

December

Supervision Rate – \$1,003.00 Monthly Reeve Supervision Rate - \$2,014.00 Monthly

Deputy Reeve Supervision Rate - \$1250.00 Monthly

		Receive Superi	Mar at 20 mm				
Date	Type of Meeting Attended	First 4 Hours \$161.00	Next 4 Hours \$127.00	Next 4 Hours \$127.00	Regular Council Meeting \$288.00	Lunch \$16.00	Mileage @ \$0.55 / km
Jan 3	WCDC	X					14
Jan 9	Council			Х	→		14
Jan10	FCSS	X					14
Jan15	A & P	X	Х				14
Jan 18	Community Futures	X					170
Jan 18	Heritage Board	X					14
Jan 23	Council			Х	-E>		14
Jan 24	NCA	X					195
					1000		
						4	
	5.						

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Remuneration Calculation

	Meetings @ \$161.00=
1	Meetings @ \$127.00=
Q	Meetings @ \$288.00=

966.00 127.00 576.00 449

Kms @ \$0.55= 246.95 Lunch @ \$16.00=

Supervision=
TOTAL=

1003.00

Conference receipt

\$767>

429.28

Signature {Councilor / Board Member}

Theresa Laing



Growing Rural Tourism Conference 2018



Date-Time

Tuesday, 20 February 2018 at

10:00 AM - Thursday, 22 February 2018 at 2:00 PM

Location

4250 Exhibition Dr 4250 Exhibition Drive Camrose, AB T4V 4R4 Canada

Theresa Laing

Payment Status

Eventbrite Completed

717847535896185114001

Order #717847535. Ordered by Theresa Laing on 16 January 2018 9:24 AM

(MST)

Early Bird Registration \$310.00



717847535896185114001

Eventbrite

Do you organize events?

Start selling in minutes with Eventbrite! www.eventbrite.ca

Central Alberta Tourism Alliance (CATA) 2017 Year End Review

VISIT CENTRAL ALBERTA WEBSITE

We have built a Central Alberta website (VisitCentralAlberta.com), a robust tourism product database, complete with descriptive content. This database will continue to be used to work with our industry partners to develop key product clusters / consortiums and tour routes.

It also forms the foundation for our new Central Alberta Tourism website that will feed the provincial tourism website and enhance or create new community tourism websites. Presenting our stories and experiences via our new website will start to transform Central Alberta into a must-experience destination that is authentic, memorable and sustainable.

The website framework that we have developed helps our partners better connect with the Travel Alberta ATIS system. Our database is connected with the ATIS system allowing it to share data with Travel Alberta. When a CATA partner updates our database, it also updates on their local CATA website as well as the Travel Alberta ATIS system. This approach is designed to help our local partners, both big and small, gain increased visibility online. They are able to update their information on multiple sites through a single portal. As the system expands, there are opportunities in the future to share partner information across even more local websites and expose businesses to a much larger audience.

Our eventual goal is to build a Central Alberta network of websites, all sharing relevant and up to date information. Launch date in March

- Tutorial will be created online
- Communities will be provided key speaking points and the unique back end features that have been developed. The communications committee will develop key speaking notes.

2018 Plans:

- We will spend the summer adding content and working on the site.
 - o Any images must be cropped to 640px wide x 480px height
- Web tracking and referral management being set up
- Will be building out the content for the community landing pages.
- Blog article content needed. Idea is to provide "drip" content.
 - Eligibility for Travel Alberta Coop Funding.
 - o Will create and distribute a "content plan."
- Each community will identify their signature events and provide the needed pictures and content for them

CUSTOMER SERVICE TRAINING

With the support of the Canada-Alberta Job Grant, CATA held customer service workshops for over 300 front line and supervisory staff in all our eleven partner communities. Fifteen "Create an Experience" sessions were held in May through October. The objectives of these workshops were to impart to participants the importance of effective communication, understanding the difference between ordinary and outstanding customer service, and how to respond proactively and positively to customer needs. Cultural and generational 'gaps' were also explained to increase understanding and expectations and upon completing the workshop, participants could comprehend their roles as ambassadors for tourism in their local and regional community.

Participants gave the Create An Experience workshops positive reviews with 82% of those asked are likely or most likely to recommend the program to a colleague and 86% rated it very good to excellent. Topics such as conflict

resolution, leadership and communication were some of the most valued content in the program. Inquiries continue to come in for more sessions, indicating on-going interest in conducting these workshops again in 2018. **VISITOR FRIENDLY ASSEMENTS**

Several communities have worked together to undertake the Visitor Friendly Assessment program. The program identifies how the region presents itself. Utilizing this important information, our communities have identified strengths and growth areas and developed practical action plans for improvement and additional training needs.

As a result, most communities are undertaking wayfinding programs, downtown enhancements including Pocket Patios, Public Markets and new events within their community.

Communities that are / have participated include:

- Sylvan Lake
- Olds
- Innisfail
- Blackfalds
- Lacombe
- Rocky Mountain House

ACCOMMODATION STUDY

Under a CARES funding project, we launched a second major study that examines fixed and non-fixed roof accommodation for Central Alberta facilitated by CRE Consultants. This study focuses on investment attraction with a 10- 15 year needs assessment and looks to maximize existing inventory as well as indentify future opportunities / needs, and key locations to enhance or develop. When released Spring 2018, the study will help us accomplish our third goal that is to attract increased private sector investment and encourage increased local and provincial public sector investment in tourism experiences, services and infrastructure.

CENTRAL ALBERTA EXPERT TRAINING

Training Tours were planned to provide front line staff in our hotels and attractions plus all regional VICs staff were invited to gain firsthand knowledge about local history, landmarks and became ambassadors of local attractions and services. Participants were also provided with detailed information on all attractions and services in a binder meant to be kept at the operations' front desk.

The tours took over 55 participants to close to 50 local operators and attractions over the course of 5 days. On each tour, fewer than 2 or 3 participants had previously visited any of the locations featured.

Tours provided included

- Agritourism and Culinary Adventures May 25, 2017
- Nordegg & Abraham Lake Tour May 30, 2017
- Family Adventures June 6, 2017
- Arts & Culture Tour June 7, 2017
- Central Alberta Sampler June 12, 2017

TRAVEL ALBERTA

The Steering Committee met with Travel Alberta executives Royce Chwin and Shelley Grollmus in a round table format to discuss our communities, initiatives we have undertaken and THE challenges we are facing. They were then taken on a tour of the region and provided an opportunity to meet with several local operators and businesses.

REPRESENTION

Two representatives provided input to Alberta Culture regarding The Municipal Tourism Reference Guide development, seeking to identify and develop policy and regulatory considerations that can be adopted by municipalities in Alberta to help inform and support local tourism development.

AWARDS AND RECOGNITION

The work that the Central Alberta Tourism Alliance Committee continues to do has recently been recognized by the International Economic Development Council winning bronze for regional tourism initiatives.

FINANCES

Revenue		2014	2015	2016	2017 YTD / Planned	2018 Plan
2015 Partner Fees	\$55,000					
2015 Tourism Grant	\$80,000					
2016 Partner Fees	\$50,000					
2017 Partner Fees	\$55.000					
TA Marketing Grant	\$30,000					
CARES Accommodation Grant	\$50,000					
Total	\$320,000					
Expenses						
Meeting, Misc		19	1,015	639	507.45	
Presentations		567	4,765	725		
DMP Development			96,495	5,900		
WEB (database)				26,724	23,115	
Development					10,161	
Experience						
Development						40,000
Accommodation Study					47,979	\$10,000
					42,021	
Training					\$8,500	
		\$586	\$102,300	\$34,000	\$132,500	\$50,000

(Note - 2017 payments to date and CARES grant will be dependent on final expenses)

2018 INITIATIVES

ACCOMMODATION STUDY

When released Spring 2018, the study will help us accomplish our third goal that is to attract increased private sector investment and encourage increased local and provincial public sector investment in tourism experiences, services and infrastructure. During the spring / summer we will be reviewing the study's findings and recommendation and determining next steps in communicating and implementing the plan.

EXPERIENCE THEMED TOURING ROUTES

Building Experiences - Content development.

Establishing 5 – 10 themes, product readiness and content development

• Central Alberta Itineraries: Travel Alberta will be developing these for tour operators. They will be tailored to specific markets.

VISITOR FRIENDLY ACCESSMENT 2.0:- Open for communities that have done a Visitor Friendly Assessment, which identified HR items in recommendations **VFA 2.0:** anticipated spring 2018 launch. Olds and Sylvan Lake have committed.

Clearthink is designing the program that will work with established businesses to provide them with the tools, training, & coaching to guide them from visitor ready to market ready.

TOURISM SIGNAGE

Clearwater County is holding discussions with Alberta Transportation to acquire approval for David Thompson Country signs as Alberta Transportation does not have a policy around tourism signage beyond their blue sign program. CATA members are encouraged to share their issues around tourism signage with Jennifer Starrett as well, for the purpose of creating policy to assist.

ALBERTA CULTURE & TOURISM - Economic Impact Model: Intent is to use Central Alberta Tourism Alliance, Southern Alberta, and K-Country as the pilot groups to look at land from all pillars: social, economic, etc. and not just environment, when planning for development. This project is delayed, but expected to be undertaken in 2018.

TOURISM GROWTH INNOVATION FUND (TGIF)

New program being launched by Department. No details available yet. Possible March launch – will be product / destination development. When approved, there will be 2 streams available – product development and destination development. Both streams will have a matching funds component.

2017 COMMUNITY SPECIFIC HIGHLIGHTS and ACTIVITIES UNDERTAKEN

Clearwater / Rocky Mountain House

- Branding completed David Thompson Country
- New website launched
- Rocky Mountain House Farmers Markets doing well
- Business forums / training sessions conducted
- Visitor Friendly Assessment undertaken
- Highway Signage
- Rocky to Nordegg trail a possibility
- RV Sani-station at the RMH VIC; expect it to stay busy through Thanksgiving weekend

Red Deer

- Media fams undertaken to include regional partners
- Attending Central AB Regional Trails (CART)
- Capstone at Riverlands District launched
- Discovery Canyon re opened
- Preparing for Canada Winter Games
- Looking for ways to undertake Sports Tourism strategy
- Hosted Korea Tour Operator Fam escorted thru David Thompson Highway. Follow up trips being planned

Red Deer County

• New Business Development Officer coming on board

- New business licenses initiated
- Sponsoring Canada Winter Games
- Red Deer Airport expansion
- Partnered with Mountain View Provincial Agi Tour

Blackfalds

- Trails and Wayfinding signage initiated
- Visitor Friendly Study completed and implementing recommendations
- New Visitor Information Centre opened
- Canada 150 events hosted
- New commercial development underway
- BMX bike skills park

Olds

- Olds Entrepreneur Centre open
- Mobile digital billboard through CARES funding, 360 camera etc
- Set up vehicle charging station
- Hosted Power Up Conference
- Wayfinding progressing
- Hosting new events

Innisfail

- Wayfinding being completed
- Canada 150 events planned
- Tourism Stakeholders Forum held
- Economic Development Plan updated
- Revising Land Use Bylaws,
- Creating independent economic development website

Sylvan Lake

- Visitor Friendly Assessment being implemented
- EQ and Social Media Workshops held
- Festival & Events Strategy and Implementation Plan underway
- Cultural Master Plan completed
- Sylvan Lake Provincial Park divestiture underway
- Mobile Vending Bylaws updated
- Days Inn/Uniglobe One travel agent FAM tour
- Waterfront Redevelopment Strategy Sustainable Waterfront Area Redevelopment Plan funding approved,
- Design Charrette scheduled for early May
- Wayfinding Signage RFP awarded
- Sylvan Lake Agua Splash full year in operation
- Jaws on the Lake event, a huge success
- Visitor Friendly Business Training pilot project approved
- Visitor Pay Parking implemented, reviewed and changes proposed
- Winter Village established Dec Mar

Mountain View

New corporate website planned with link to VistMountainView

- Agrifoods new land use bylaws being recommended
- New Indigenous Product Burgen location- archery, sweat lodge, tents, Painted Warrior Ranch

Lacombe

- Visitor Friendly Study being implementing
- Social Media Breakfasts introduced
- Historic Society facility assessment being conducted for Museum expansion
- Lacombe/Blackfalds joint visitor survey
- Event development , Music in the Park, Culture & Harvest Festival: Open Farm Days;
- Hosting Rogers Hometown Hockey
- Track on 2 (old Alberta Downs) opened
- Midway Centre Development proceeding