



WHEATLAND COUNTY

Regular Council Meeting Agenda

July 7, 2020, 9:00 a.m.

Note: Council will be conducting this meeting in person and via conference call in accordance with the Municipal Government Act, Section 199. At this time, Public attendance at Council meetings will be facilitated through virtual means (conference call).

To join the conference call, dial 403-768-1708 (when prompted dial the pin 64324).

APPOINTMENT(S)

9:00 a.m. - Public Hearings (see agenda items 2.1.1, 2.1.2, 2.1.3)

	Pages
1. CALL TO ORDER AND RELATED BUSINESS	
1.1 Call To Order	
Note: meetings are recorded and may be posted on the official Wheatland County website and/or via social media.	
1.2 Adoption of Agenda	
1.3 Adoption of Minutes	
1. Regular Council Meeting Minutes - June 16, 2020	3
2. ITEMS FOR DISCUSSION AND RELATED BUSINESS	
2.1 Bylaw Readings and Public Hearings	
1. Bylaw 2020-19 - Land Redesignation Bylaw Re: Public Hearing & Bylaw Readings	11
2. Bylaw 2020-20 - Land Redesignation Bylaw Re: Public Hearing & Bylaw Readings	19
3. Bylaw 2020-23 - Land Redesignation Bylaw Re: Public Hearing & Bylaw Readings	30
4. Bylaw 2020-26 - Amend Land Use Bylaw - Cannabis Production Facilities Re: First Reading & Scheduling of Public Hearing	38
5. Bylaw 2020-28 - Land Use Bylaw Amendments Re: First Reading & Scheduling of Public Hearing	47
6. Bylaw 2020-27 - Borrowing Bylaw Re: Second & Third Reading of Bylaw	66
2.2 Unfinished Business or Business Arising	
3. COUNCILLOR REPORTS AND RELATED BUSINESS	
3.1 Reeve's Report	71
1. Addendum - Re: Community Futures Wild Rose	75
3.2 Deputy Reeve's Report	77
3.3 Division 1 Councillor Report	

3.4	Division 3 Councillor Report	78
3.5	Division 4 Councillor Report	80
1.	Item for Discussion - Re: Utilizing Local Contractors	
3.6	Division 6 Councillor Report	81
3.7	Division 7 Councillor Report	82
1.	Addendum - Re: AlbertaCARE Conference	83
4.	DEPARTMENT REPORTS AND RELATED BUSINESS	
4.1	Chief Administrative Officer	
1.	Chief Administrative Officer Report	86
4.2	Corporate and Financial Services	
1.	Corporate & Financial Services Report	90
2.	Procurement Policy 2.1	93
4.3	Community and Development Services	
1.	Community & Development Services Report	131
2.	Carseland & District Community Association & Agricultural Society Letter of Support.	138
3.	Eagle Lake RV Resort Water Supply	157
4.4	Transportation and Agriculture	
1.	Transportation & Agriculture Report	160
2.	Contract Award - Automatic Vehicle Location System	165
3.	Muirfield Sale of Lots Process	184
4.	Encroachment Agreement - Rosebud	197
5.	Muirfield Water Meter Project	217
6.	Range Road 205 Funding Agreement	221
7.	Utility Connection Fee	232
5.	CORRESPONDENCE / INFORMATION	
5.1	Correspondence & Information Items	237
6.	CLOSED SESSION (IN CAMERA)	
	- Legal Matter [FOIP Act - Sec. 16] - Re: Other Organizations - GFL	
	- Legal Matter [FOIP Act - Sec. 16] - Re: Lakes of Muirfield (Wastewater Servicing)	
7.	ADJOURNMENT	



WHEATLAND COUNTY

Regular Council Meeting Minutes

June 16, 2020, 9:00 a.m.

Councillors Present: Reeve A. Link, Division 2
Deputy Reeve S. Klassen, Division 5
J. Wilson, Division 1
D. Biggar, Division 3
T. Ikert, Division 4
G. Koester, Division 6
B. Armstrong, Division 7

Administration: M. Boscariol, GM of Community and Development Services
M. Ziehr, GM of Transportation and Agriculture
M. Soltys, Communications Specialist
M. Desaulniers, Recording Secretary
T. Buteau, GM of Corporate and Financial Services

1. **CALL TO ORDER AND RELATED BUSINESS**

1.1 Call To Order

Note: meetings are recorded and may be posted on the official Wheatland County website and/or via social media.

REEVE LINK called the meeting to order - time 9:00 A.M. [Note: Reeve Link, Councillors Wilson, Biggar, Ikert, Armstrong participated in-person. Deputy Reeve Klassen and Councillor Koester participated remotely. General Manager M. Boscariol presided as the Acting Chief Administrative Officer during the absence of the CAO.]

Reeve Link informed that the June 16, 2020 Regular Wheatland County Council meeting will be conducted in person and via conference call in accordance with the Municipal Government Act, Section 199. Public attendance at Council meetings will be facilitated through virtual means (conference call). Reeve Link reviewed the process for the meeting. [Note: a 'notice of meeting' was posted on the County website.]

[Note: Wheatland County staff members joined and left at various times during the meeting.]

Reeve Link informed Council of the passing of Roy Nicholas Little Chief of Siksika Nation, extended condolences and recognized his many life achievements.

1.2 Adoption of Agenda

RESOLUTION CM-2020-06-39

Moved by ARMSTRONG

APPROVAL of the agenda, with the following:

Addition(s):

Under Agenda Item 2.2 - Unfinished Business or Business Arising
- Discussion - Re: Wheatland Regional Corporation (WRC)

Under Agenda Item 4 - Closed Session (In Camera)

- Legal Matter [FOIP Act - Sec. 16] - Re: Other Organizations (GFL)

- Land Matter [FOIP Act - Sec. 16] - Re: Emergency Access (Speargrass)

Deletion(s):

Under Agenda Item 4 - Closed Session (In Camera)

- Legal Matter [FOIP Act - Sec. 16] - Re: Other Organizations (WRC)

• Carried

1.3 Staff Introductions - Manager of Fire & Emergency Services, Deputy Fire Chief

On behalf of Council, Reeve Link welcomed the following newly hired staff members: Mr. Michael Bourgon - Manager of Emergency and Fire Services; Mr. Thomas Jukes - Deputy Regional Fire Chief. Introductions followed.

1.4 Adoption of Minutes

1.4.1 Regular Council Meeting Minutes - June 2, 2020

RESOLUTION CM-2020-06-40

Moved by WILSON

APPROVAL of the June 2, 2020 Wheatland County Regular Council meeting minutes, as presented.

• Carried

1.4.2 Public Hearing Minutes (June 2, 2020) - Re: Bylaw 2020-15

RESOLUTION CM-2020-06-41

Moved by ARMSTRONG

APPROVAL of the June 2, 2020 Wheatland County Public Hearing minutes, as presented, for Bylaw 2020-15.

• Carried

2. ITEMS FOR DISCUSSION AND RELATED BUSINESS

2.1 Bylaw Readings

2.1.1 Bylaw 2019-36 - Land Use Bylaw Amendment - Speargrass

M. Williams (Planner II) presented information pertaining to Bylaw 2019-36. A public hearing for Bylaw 2019-36 was held on May 19th, 2020. Bylaw 2019-36 is for the purpose of amending the Land Use Bylaw No. 2016-01 to update Speargrass Low Density Residential District and Speargrass Medium Density Residential District. Discussion ensued regarding the following: Dwelling, Secondary Suites; RV Storage; Fences.

RESOLUTION CM-2020-06-42

Moved by BIGGAR

Second Reading of Bylaw 2019-36, as presented and amended (Schedule A), this being the bylaw for the purpose of amending the Land Use Bylaw 2016-01.

Amend Bylaw 2019-36 - 'Schedule A' to remove the proposed changes identified under the following sections:

Section 4.2.12 (Fences/Gates) - remove proposed changes

Section 9.19 - Speargrass Low Density Residential District (S-LDR)

- remove proposed changes - fences/gates as a permitted use
- remove proposed changes - point f) i. & point g)
- remove proposed changes - fencing - points h), i), j)

Section 9.21 - Speargrass Medium Density Residential District (S-MDR)

- remove proposed changes - fences/gates as a permitted use
- remove proposed changes - points d), f)
- remove proposed changes - fencing - points g), h), i)

• Carried

RESOLUTION CM-2020-06-43

Moved by ARMSTRONG

Third and Final Reading of Bylaw 2019-36, this being the bylaw for the purpose of amending the Land Use Bylaw No. 2016-01.

• Carried

2.1.2 Bylaw 2020-03 - Land Redesignation Bylaw

M. Williams (Planner II) presented information pertaining to Bylaw 2020-03. The direct control district is being proposed to facilitate a landfill development.

RESOLUTION CM-2020-06-44

Moved by ARMSTRONG

First Reading of Bylaw 2020-03, this being a bylaw for the purpose of amending Land Use Bylaw No. 2016-01 to redesignate +/- 190.39 acres of SW and SE-18-24-19-W4M from Agricultural General District to a new Direct Control District as shown on the attached Schedule 'A'.

• Carried

RESOLUTION CM-2020-06-45

Moved by ARMSTRONG

THAT County Administration schedule a public hearing for Bylaw 2020-03 to be held in the Village of Hussar; further that the hearing be conducted in-person and allow for public attendance. Date/time to be determined. (Note: scheduling of public hearing dependent upon COVID-19 restrictions/regulations).

• Carried

2.1.3 Bylaw 2020-25 - Land Use Bylaw Amendments

M. Williams (Planner II) presented information pertaining to Bylaw 2020-25.

RESOLUTION CM-2020-06-46

Moved by BIGGAR

First Reading of Bylaw 2020-25, this being a bylaw for the purpose of amending Land Use Bylaw No. 2016-01 to update multiple Land Use Districts, Specific Use Regulations, Applications for Development and Subdivision, and Definitions regarding

recreational vehicles used for quarantine or self-isolation and the COVID-19 temporary payment deferral incentive.

• Carried

RESOLUTION CM-2020-06-47

Moved by WILSON

THAT a public hearing for Bylaw 2020-25 be scheduled for August 18, 2020 at 9:00 AM in Wheatland County Council Chambers. If the office remains closed to the public due to COVID-19, the public hearing will be held by conference call in accordance with the Municipal Government Act, Section 199.

• Carried

2.2 Unfinished Business or Business Arising

2.2.1 Scheduling of Planning & Priorities Session

Discussion ensued regarding possible dates for a Planning & Priorities Session. Following agenda item 2.2.1, the meeting recessed at 10:04 A.M. and resumed at 10:13 A.M.

RESOLUTION CM-2020-06-48

Moved by ARMSTRONG

APPROVAL that a Wheatland County Planning & Priorities Session be scheduled to take place on July 14, 2020, to commence following the Municipal Planning Commission meeting.

• Carried

2.2.2 Item for Discussion - Re: Wheatland Regional Corporation

Discussion ensued regarding the tendering process for the Wheatland Regional Corporation (WRC) - Phase 3 Pipeline Project and the role of the Village of Rockyford as the managing partner. Upon discussion, Councillor Koester informed that the next WRC meeting is tonight (June 16th); more information regarding this matter may be available.

2.3 New Business

2.3.1 Council Resolution Tracker

General Manager M. Boscariol presented the request for decision providing the Council Resolution Tracker report. Purpose of the report is to document completed items and show unresolved Council resolutions.

RESOLUTION CM-2020-06-49

Moved by IKERT

THAT Council accepts the Council Resolution Tracker (dated June 9th, 2020), as information, as provided in the June 16, 2020 agenda.

• Carried

2.3.2 Orica Limited (Carseland Manufacturing Plant) Donation

General Manager M. Boscariol Informed Council that a donation was received from Orica Limited in the amount of \$5,000. The funds are to be

allocated to WFCSS for the purchase of personal protective equipment for their home care workers.

RESOLUTION CM-2020-06-50

Moved by BIGGAR

THAT Council accepts the generous donation from Orica Limited (Carseland Manufacturing Plant). Further that Wheatland County Administration send a 'thank you' letter to Orica Limited on behalf of Council.

• Carried

2.3.3 Playground Equipment Funding Policy

D. Rimes (Community Services Coordinator) presented a request for decision regarding the proposed Wheatland County Recreation Policy - Section 15.3 - Playground Equipment Funding.

RESOLUTION CM-2020-06-51

Moved by ARMSTRONG

APPROVAL of the Wheatland County Recreation Policy Section 15.3 - Playground Equipment Funding Policy, as presented and further amended to remove the following statement from point #4 - 'CERB funds may be considered as part of the County's matching amount'.

• Carried

2.3.4 Regional Business Vitality Survey and Analysis

General Manager B. Boscariol presented the request for decision regarding the 'Regional Business Vitality Survey and Analysis'. P. Earl (Economic Development Officer) provided an overview of the results/analysis of the Business Vitality Survey (April 27-May 9, 2020). A copy of the report was included in the request for decision.

Note: Deputy Reeve Klassen joined the Council meeting in-person at 11:26 A.M. during discussion.

Note: following agenda item 2.3.4, the Council meeting recessed at 11:51 A.M. and resumed at 12:35 P.M.

RESOLUTION CM-2020-06-52

Moved by BIGGAR

THAT Council accepts the 'Business Vitality Survey and Analysis' as information, as presented in the request for decision.

• Carried

2.3.5 Community Overview Document

General Manager M. Boscariol presented a request for decision providing an overview of the Wheatland County 'Community Profile' draft document. The document was created to give a comprehensive snapshot of Wheatland County. Reeve Link requested that Council review the draft document and provide feedback to County Administration.

RESOLUTION CM-2020-06-53

Moved by KLASSEN

THAT Council receive the Wheatland County Community Profile Document (1st Draft) for information.

• Carried

2.3.6 Appointment of Director and Deputy Director of Emergency Management

General Manager M. Boscariol presented a request for decision regarding appointment of the Director and Deputy Director of Emergency Management. As information, a copy of the Municipal Emergency Management Bylaw (2013-13) was included.

RESOLUTION CM-2020-06-54

Moved by KLASSEN

THAT Council approves the appointment of the Manager of Emergency and Fire Services as Director of Emergency Management, and the Deputy Regional Fire Chief as Deputy Director of Emergency Management for Wheatland County.

• Carried

2.3.7 Carseland Fire Hall - Project Progress Report

General Manager M. Boscariol presented a request for decision providing an update regarding the Carseland Fire Hall project.

RESOLUTION CM-2020-06-55

Moved by BIGGAR

THAT Council accepts the Carseland Fire Hall - Project Progress Report, as presented for information.

• Carried

2.3.8 Wheatland County Fire Master Plan

General Manager M. Boscariol presented the request for decision providing an update on the 'draft' Wheatland County Fire Master Plan prepared by Transitional Solutions Inc. Reeve Link requested that Council review the draft document and provide feedback to County Administration in writing. Based on discussion, Reeve Link requested that the draft document be circulated to the Fire Associations and Villages within Wheatland County for review.

RESOLUTION CM-2020-06-56

Moved by IKERT

THAT Council receive the 'draft' Fire Master Plan document, as presented for information.

• Carried

3. CORRESPONDENCE / INFORMATION

3.1 Correspondence & Information Items

Council reviewed and discussed the correspondence/information items listed in the request for decision under item 3.1.

Note: following agenda item 3.1, the Council meeting recessed at 1:27 P.M. and resumed at 1:35 P.M.

RESOLUTION CM-2020-06-57

Moved by WILSON

That Council accept the following items as information, as provided in the request for decision:

- Strathmore Handi-Bus Association Correspondence (dated May 29, 2020) – Re: Appreciation for Financial Assistance.
- Alberta Transportation (Office of the Minister) Correspondence (dated May 1, 2020) – Re: Range Road 205 – Rehabilitation Project.
- Golden Hills School Division Correspondence (dated June 2, 2020) - Re: Community Schools No Longer in Use.
- Alberta Municipal Affairs Correspondence (dated June 10, 2020) - Re: 2020 Gas Tax Fund (GTF).

Further to note that Administration will investigate Council's previous direction regarding the Hussar School land site and review the County's 2020 budget regarding the Strathmore Handi-bus request for continued vehicle inspections (CVIP) as an in-kind contribution.

• Carried

4. CLOSED SESSION (IN CAMERA)

During the regular Council meeting, a closed session was held. Note: The following participated in the closed session: All Members of Council; General Manager of Community & Development Services; General Manager of Corporate & Financial Services; General Manager of Transportation & Agriculture; Manager of IT Services. The County's Manager of IT Services left the closed session at 2:16 P.M.

RESOLUTION CM-2020-06-58

Moved by LINK

THAT the meeting go into 'closed session' (in camera) - time 1:35 P.M., pertaining to the following:

Land Matter [FOIP Act - Sec. 16] - Re: Water Licensing - Carseland/Speargrass Area

Advice from Officials [FOIP Act - Sec. 24(1)(a)] - Re: Broadband

Legal Matter [FOIP Act - Sec. 16] - Re: Other Organizations (GFL)

Land Matter [FOIP Act - Sec.16] - Re: Emergency Access (Speargrass)

• Carried

RESOLUTION CM-2020-06-59

Moved by LINK

THAT the meeting come out of 'closed session' - time 2:49 P.M.

• Carried

4.1 Business Arising from Closed Session

Note: following the closed session, the Council meeting recessed at 2:49 P.M. and resumed at 3:01 P.M.

RESOLUTION CM-2020-06-60

Moved by IKERT

APPROVAL that Council direct Administration to inform the Southern Alberta Broadband partnership of their intention to exit the broadband project and further, that Council direct Administration to pursue the Counties independent broadband initiative and hire a project manager on a contract basis.

• Carried

RESOLUTION CM-2020-06-61

Moved by KLASSEN

APPROVAL that Wheatland County Administration provide an updated press release on the 'GFL' (Green for Life) file.

• Carried

RESOLUTION CM-2020-06-62

Moved by BIGGAR

APPROVAL that Wheatland County Administration investigate and provide information (options) to Council regarding an emergency access for the Speargrass Community.

• Carried

5. ADJOURNMENT

REEVE LINK adjourned the meeting - time 3:04 P.M.

Reeve

Chief Administrative Officer

Recording Secretary

Wheatland County

Request for Decision

Regular Council Meeting

July 7, 2020

Report prepared by: Graham Allison



Bylaw 2020-19 Second and Third Reading, Agricultural General to Rural Business

Recommendation from Administration

THAT Council Approve Bylaw 2020-19:

- Resolution 1: THAT Council undertake the Public Hearing for Bylaw 2020-19 - this being a bylaw to redesignate +/- 130 acres of NE-7-22-21-W4M from Agricultural General District to Rural Business District.
- Resolution 2: THAT Council move Second Reading of Bylaw 2020-19, this being a bylaw to redesignate +/- 130 acres of NE-7-22-21-W4M from Agricultural General District to Rural Business District.
- Resolution 3: THAT Council move Third Reading of Bylaw 2020-19, this being a bylaw to redesignate +/- 130 acres of NE-7-22-21-W4M from Agricultural General District to Rural Business District.

Chief Administrative Officer's Comments

N/A

Report

Division: Division 1

This application is to redesignate a 130 acre parcel from Agricultural General District to Rural Business District. This redesignation will facilitate the applicants' use of an existing barn on site as a wedding venue, while continuing to maintain their existing farming operation. A development permit for a wedding venue was initially issued in 2017 and expired in 2019. The applicants will need to acquire a new Development Permit, should the proposed redesignation be approved.

Relevant Policies, Practices, and Legislation

This application is in alignment with the policies outlined in the South Saskatchewan Regional Plan, Municipal Development Plan, and Regional Growth Management Strategy. The intent of the Rural Business District is to accommodate the operation of businesses of a rural nature within the county while maintaining the agricultural land base. The Land Use Bylaw defines Wedding Venues as Entertainment Venues, which are listed as a discretionary use in the Rural Business district. The majority of this parcel will remain as an Agricultural Operation, which is a permitted use in the Rural Business district.

Alignment with the Strategic Plan

N/A

Response Options

Option 1: THAT the proposed recommendation is accepted/approved.

Option 2: THAT the proposed recommendation is not accepted/approved.

Option 3: THAT an alternate recommendation is accepted/approved.

Implications of Recommendation

General

N/A

Organizational

N/A

Financial

N/A

Environmental, Staff, and Public Safety

N/A

Follow-up Action / Communications

If granted Third Reading, Staff will notify the applicants and assist them with the development permit application if necessary.

Report Approval Details

Document Title:	Bylaw 2020-19 AG-RB Public Hearing, 2nd and 3rd Reading.docx
Attachments:	- Bylaw 2020-19 Crump.docx - Schedule 'A' Map Set.docx
Final Approval Date:	Jun 24, 2020

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



Sherry Baers



Matthew Boscarol

BYLAW 2020-19

(LU2020-09)

BEING A BYLAW OF WHEATLAND COUNTY TO AMEND LAND USE BYLAW NO. 2016-01 BY REDESIGNATING +/-130.00 ACRES WITHIN NE-7-22-21-W4M FROM AGRICULTURAL GENERAL DISTRICT TO RURAL BUSINESS DISTRICT.

WHEREAS the requirements for advertising this Bylaw, as per Section 606 of the *Municipal Government Act*, have been met prior to the public hearing date.

WHEREAS a public Hearing was held on _____, 2020 at the Wheatland County office.

THEREFORE under the authority and subject to the provisions of the *Municipal Government Act*, as amended, the Council of Wheatland County enacts as follows:

1. Bylaw No. 2016-01, being the Land Use Bylaw is hereby amended by redesignating +/-130.00 acres within NE-7-22-21-W4M, from Agricultural General (AG) District to Rural Business (RB) District as shown on the attached Schedule 'A' forming part of this Bylaw.
2. This Bylaw comes into force when it receives third reading and is signed by the Reeve/Deputy Reeve and the CAO or Designate, as per the *Municipal Government Act*.

_____ **MOVED** First Reading of Bylaw 2020-19 on _____ this being a bylaw for the purpose of amending Land Use Bylaw No. 2016-01 to redesignate +/-130.00 acres within NE-7-22-21-W4M, from Agricultural General District to Rural Business District as shown on the attached Schedule 'A'.

Carried.

_____ **MOVED** Second Reading of Bylaw 2020-19 on _____ and it was

Carried.

_____ **MOVED** Third and Final Reading of Bylaw 2020-19 on _____ and it was

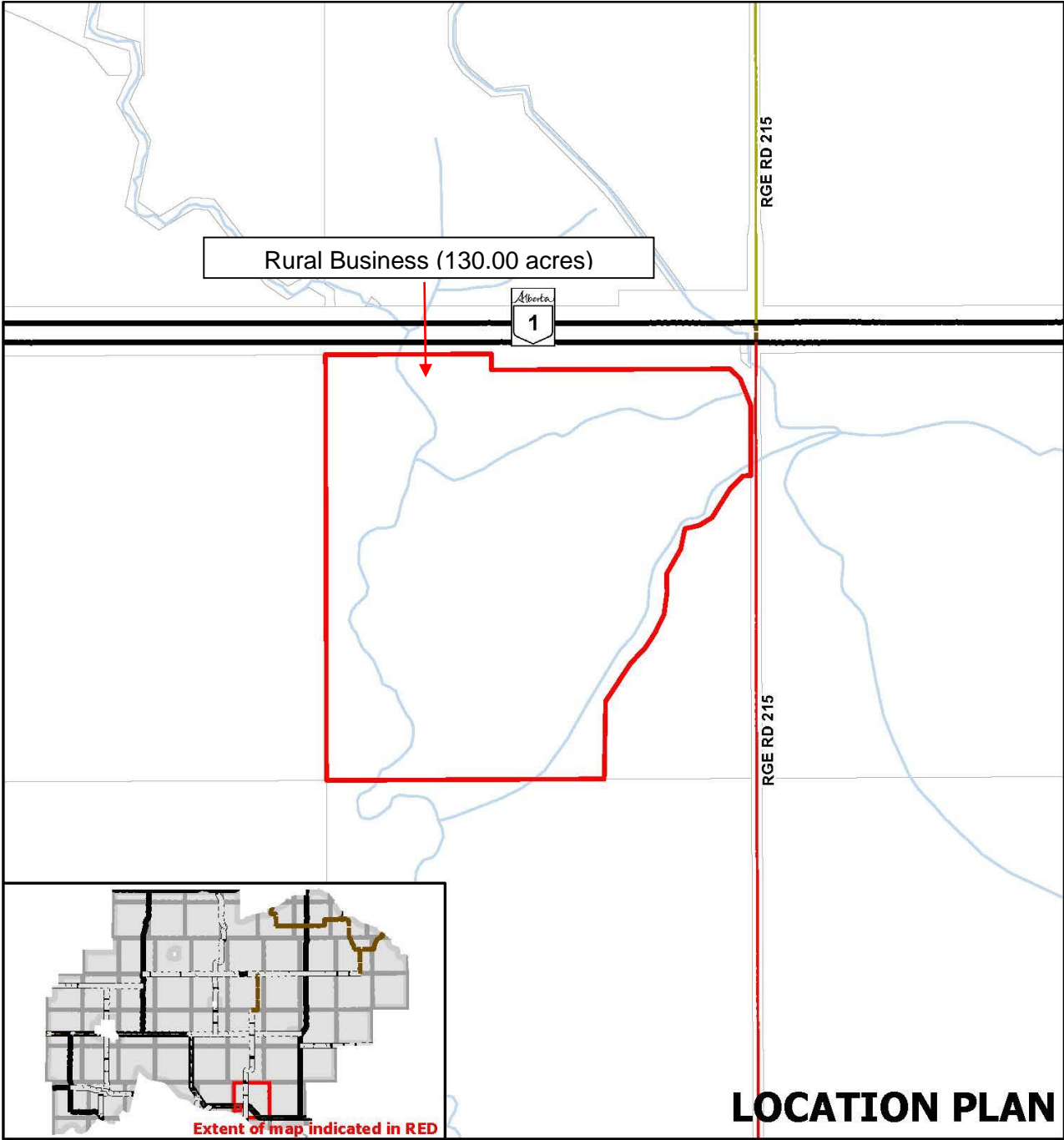
Carried.

Reeve – Amber Link

Chief Administrative Officer-
Brian Henderson

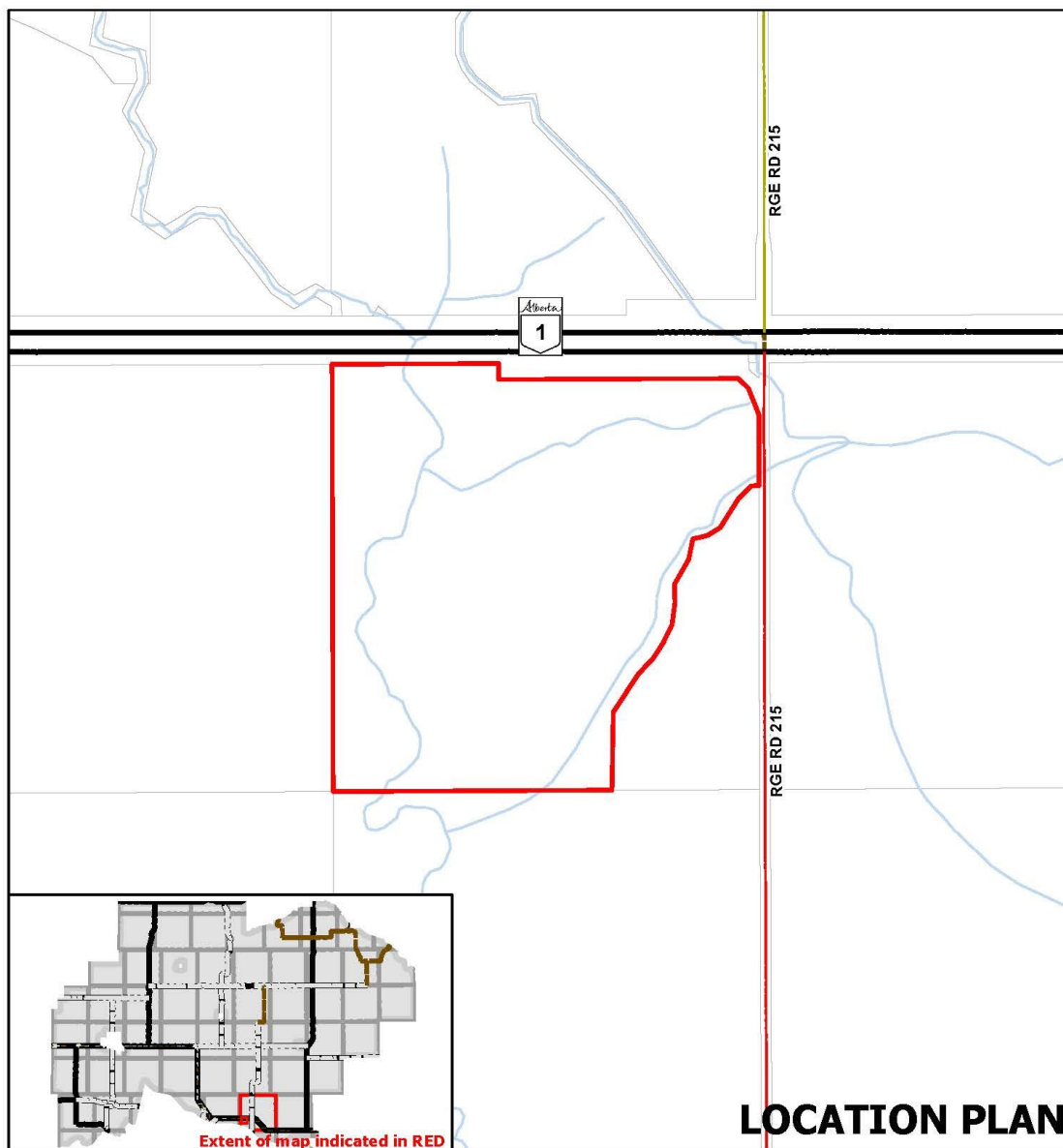
SCHEDULE 'A'

Bylaw: 2020-19



WHEATLAND COUNTY

Legal Description: NE-7-22-21-W4M
File No: LU2020-09
Division: 1
Title Area: +/- 130.00 Acres
From: Agricultural General (AG) District
To: Rural Business (RB) District



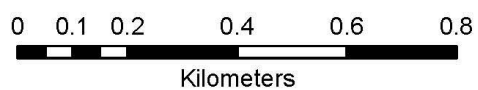
LOCATION PLAN

NE-7-22-21-W4M



DATE: July 7, 2020

FILE: LU2020-09





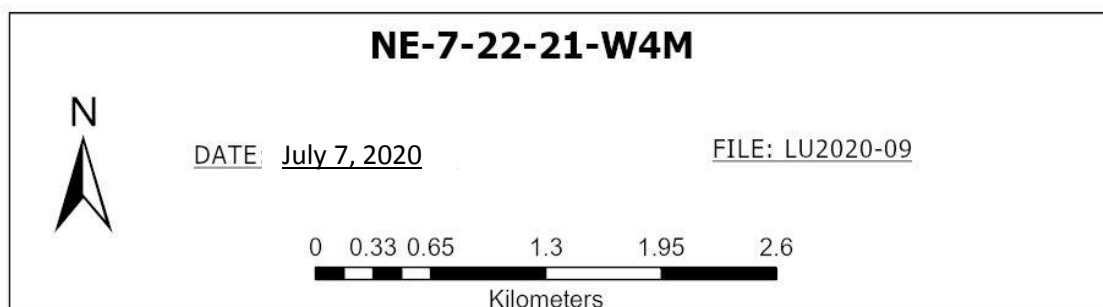
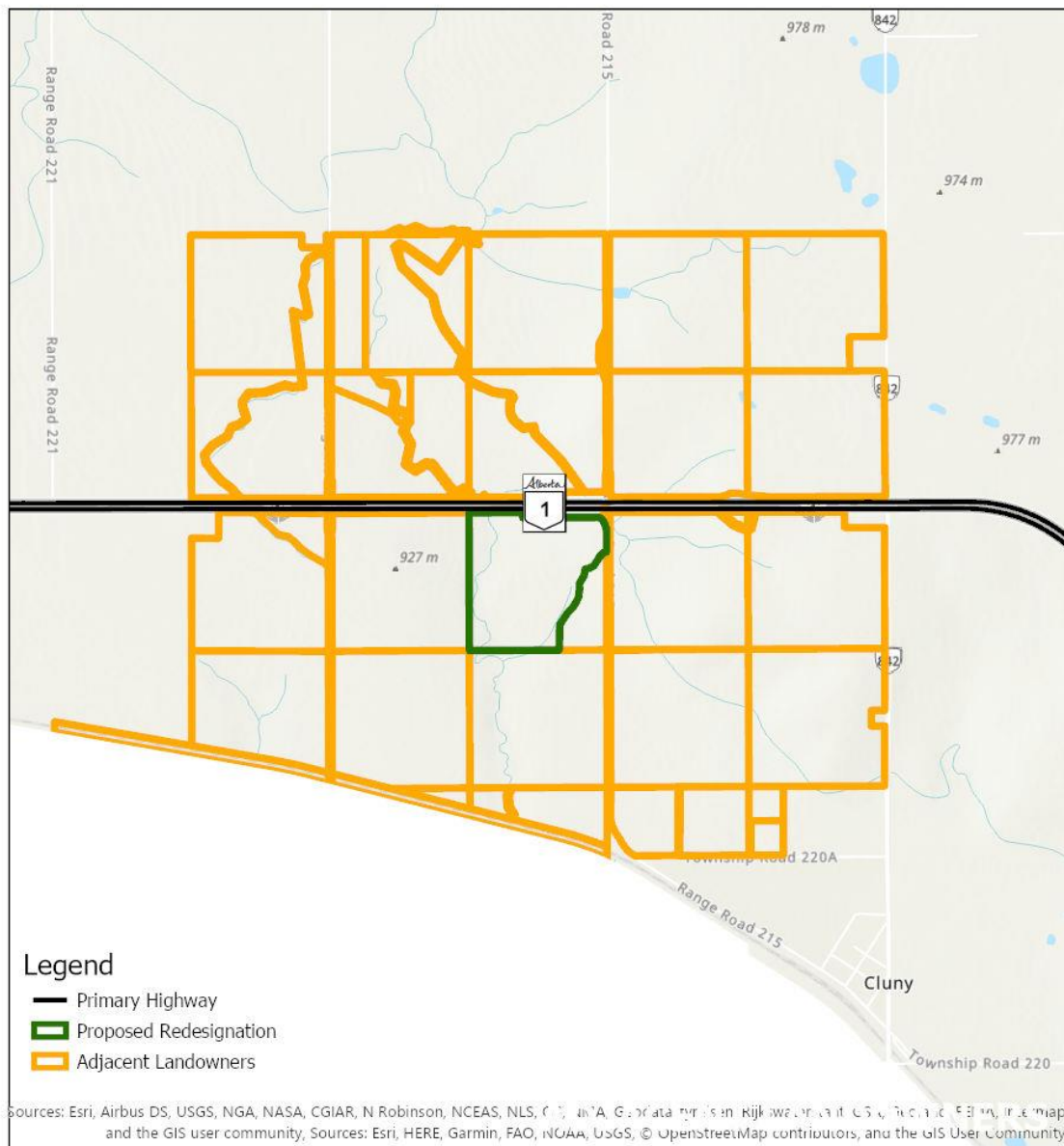
NE-7-22-21-W4M



DATE: July 7, 2020

FILE: LU2020-09

0 0.05 0.1 0.2 0.3 0.4
Kilometers



Wheatland County

Request for Decision

Regular Council Meeting

July 7, 2020

Report prepared by: Megan Williams



Bylaw 2020-20 Public Hearing, Second and Third Reading.

Recommendation from Administration

Resolution 1: That Council undertake the Public Hearing for Bylaw 2020-20.

Resolution 2: That Council move Second Reading of Bylaw 2020-20, this being the bylaw for the purpose of amending the Land Use Bylaw No. 2016-01 to redesignate 40 acres of SE-9-24-26-W4M from Agricultural General District to Industrial General District as shown on the attached "Schedule A".

Resolution 3: That Council move Third Reading of Bylaw 2020-20, this being the bylaw for the purpose of amending the Land Use Bylaw No. 2016-01 redesignate 40 acres of SE-9-24-26-W4M from Agricultural General District to Industrial General District as shown on the attached "Schedule A".

Chief Administrative Officer's Comments

N/A

Report

Division: Division 4

The applicant is proposing to redesignate a 40 acre parcel from Agricultural General to Industrial General. The applicant intends to apply for a phased multi-lot subdivision. To ensure cohesiveness in the development, staff will be requesting an Area Concept Plan with a traffic impact assessment and a drainage plan included in the submission.

Relevant Policies, Practices, and Legislation

The proposed redesignation aligns with the relevant policies, regulations, and guidelines within the South Saskatchewan Regional Plan (SSRP), Regional Growth Management Strategy (RGMS), Municipal Development Plan (MDP), and West Highway 1 Area Structure Plan (WH1ASP). Though the SSRP, RGMS, and MDP all discourage the conversion of agricultural lands, they also speak to diversifying the economy. The RGMS and MDP also identify the WH1ASP as an area appropriate for industrial growth. The WH1ASP itself has policies regarding transportation, stormwater, and area concept plans. Policy 3.1 d) states a redesignation or subdivision that results in more than 6 parcels may be required to submit a more detailed area structure plan or conceptual scheme. In this instance, an area concept plan would be appropriate. The ACP would need to include proposed subdivision and phasing plans; proposed transportation infrastructure, informed by a traffic impact assessment; and proposed drainage, informed by a drainage plan. The wetland will also need to be addressed.

More detailed plans such as a storm water management plan and a wetland assessment and impact report will need to be submitted with a subdivision application.

Alignment with the Strategic Plan

N/A

Response Options

Option 1: THAT the proposed recommendation is accepted/approved.

Option 2: THAT the proposed recommendation is not accepted/approved.

Option 3: THAT an alternate recommendation is accepted/approved.

Implications of Recommendation

General

N/A

Organizational

N/A

Financial

N/A

Environmental, Staff, and Public Safety

N/A

Follow-up Action / Communications

Staff will communicate with the applicant if the redesignation is granted third reading and will assist where appropriate with the next phase of development.

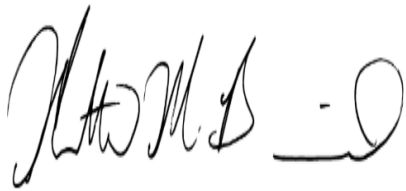
Report Approval Details

Document Title:	Bylaw 2020-20 Redesignation AG to IG, PH, 2nd, 3rd Reading.docx
Attachments:	<ul style="list-style-type: none">- Bylaw 2020-20.docx- Bylaw 2020-20 Map package.pdf- Comment summary title page.docx
Final Approval Date:	Jun 26, 2020

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



Sherry Baers



Matthew Boscarol

BYLAW 2020-20
(LU2020-10)

**BEING A BYLAW OF WHEATLAND COUNTY TO AMEND LAND USE BYLAW NO. 2016-01 BY REDESIGNATING
A PORTION OF SE-9-24-26-W4M FROM AGRICULTURAL GENERAL DISTRICT TO INDUSTRIAL GENERAL
DISTRICT.**

WHEREAS the requirements for advertising this Bylaw, as per Section 606 of the *Municipal Government Act*, have been met prior to the public hearing date.

WHEREAS a Public Hearing was held on _____, 2020 at the Wheatland County office.

THEREFORE under the authority and subject to the provisions of the *Municipal Government Act*, as amended, the Council of Wheatland County enacts as follows:

1. Bylaw No. 2016-01, being the Land Use Bylaw is hereby amended by redesignating a portion of SE-9-24-26-W4M, from Agricultural General (AG) District to Industrial General (IG) District as shown on the attached Schedule 'A' forming part of this Bylaw.
2. This Bylaw comes into force when it receives third reading and is signed by the Reeve/Deputy Reeve and the CAO or Designate, as per the *Municipal Government Act*.

_____ **MOVED** First Reading of Bylaw 2020-20 on _____ this being a bylaw for the purpose of amending Land Use Bylaw No. 2016-01 to redesignate 40.00 acres within SE-9-24-26-W4M, from Agricultural General (AG) District to Industrial General (IG) District as shown on the attached Schedule 'A'.

Carried.

_____ **MOVED** Second Reading of Bylaw 2020-20 on _____ and it was

Carried.

_____ **MOVED** Third and Final Reading of Bylaw 2020-20 on _____ and it was

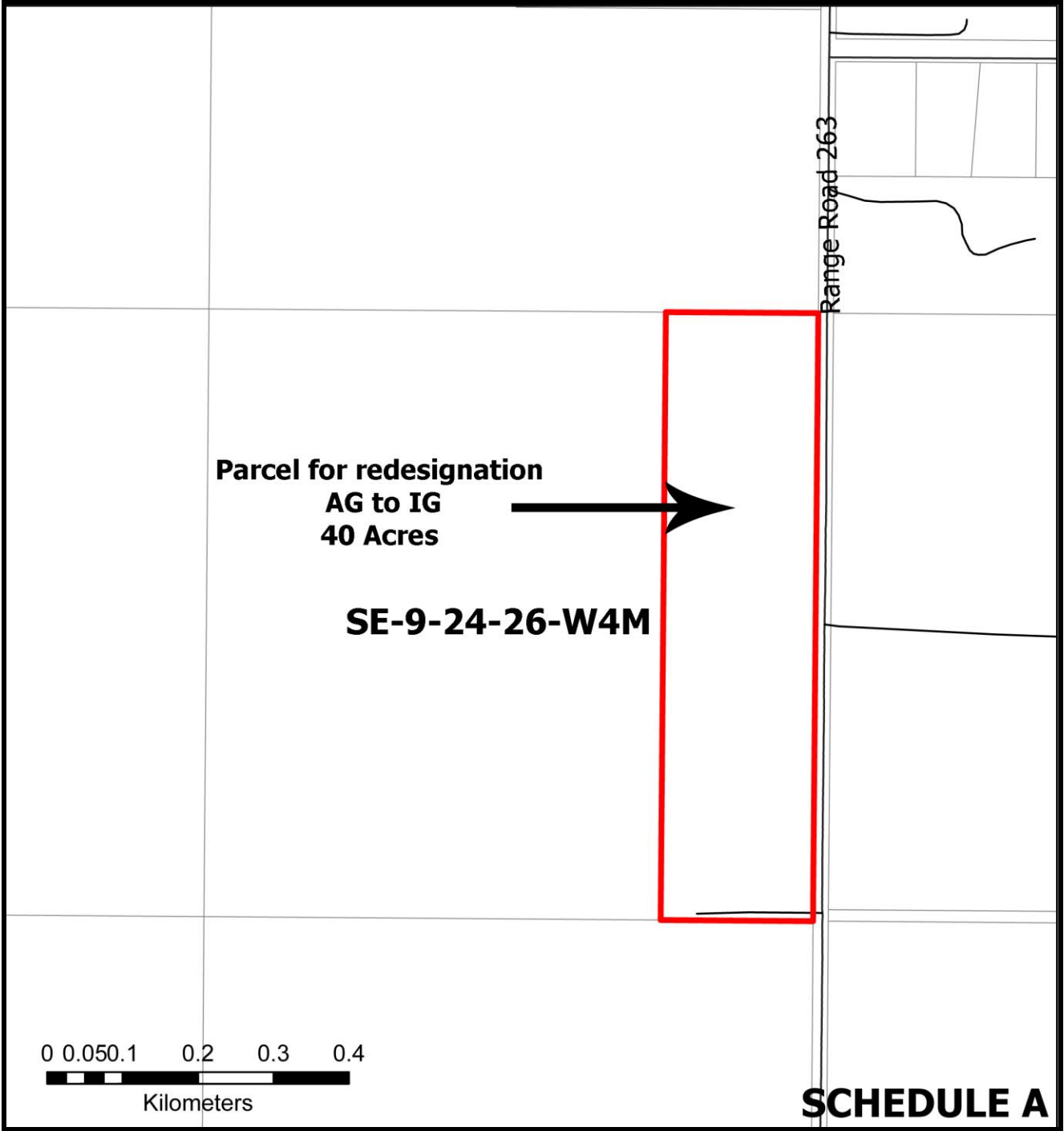
Carried.

Amber Link – Reeve

Brian Henderson – Chief Administrative
Officer

SCHEDULE 'A'

Bylaw: 2020-20



WHEATLAND COUNTY

Legal Description: SE-9-24-26-W4M

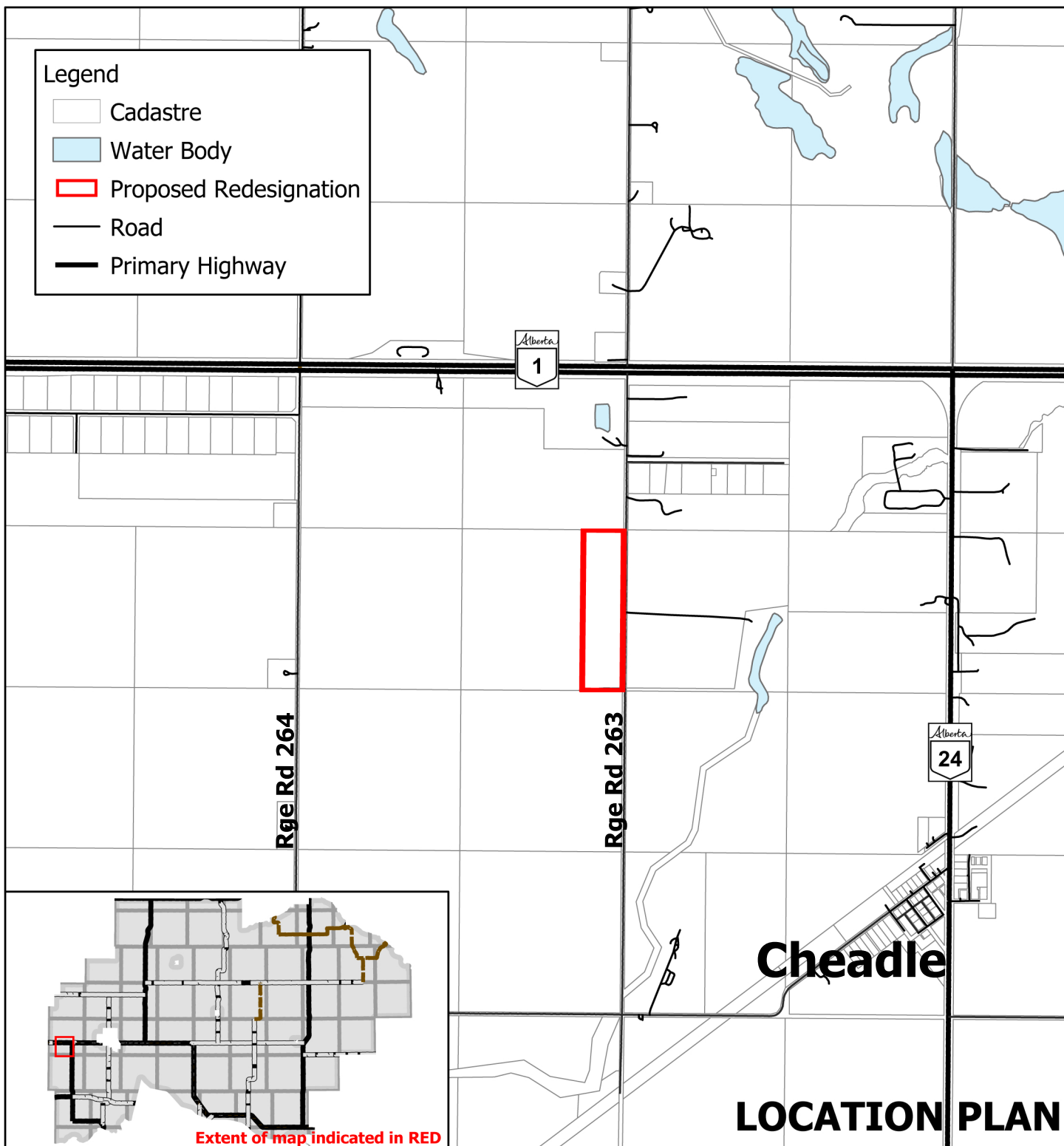
File No: LU2020-10

Division: 4

Title Area: 40.00 acres

From: Agricultural General (AG) District

To: Industrial General (IG) District



SE-9-24-26-W4



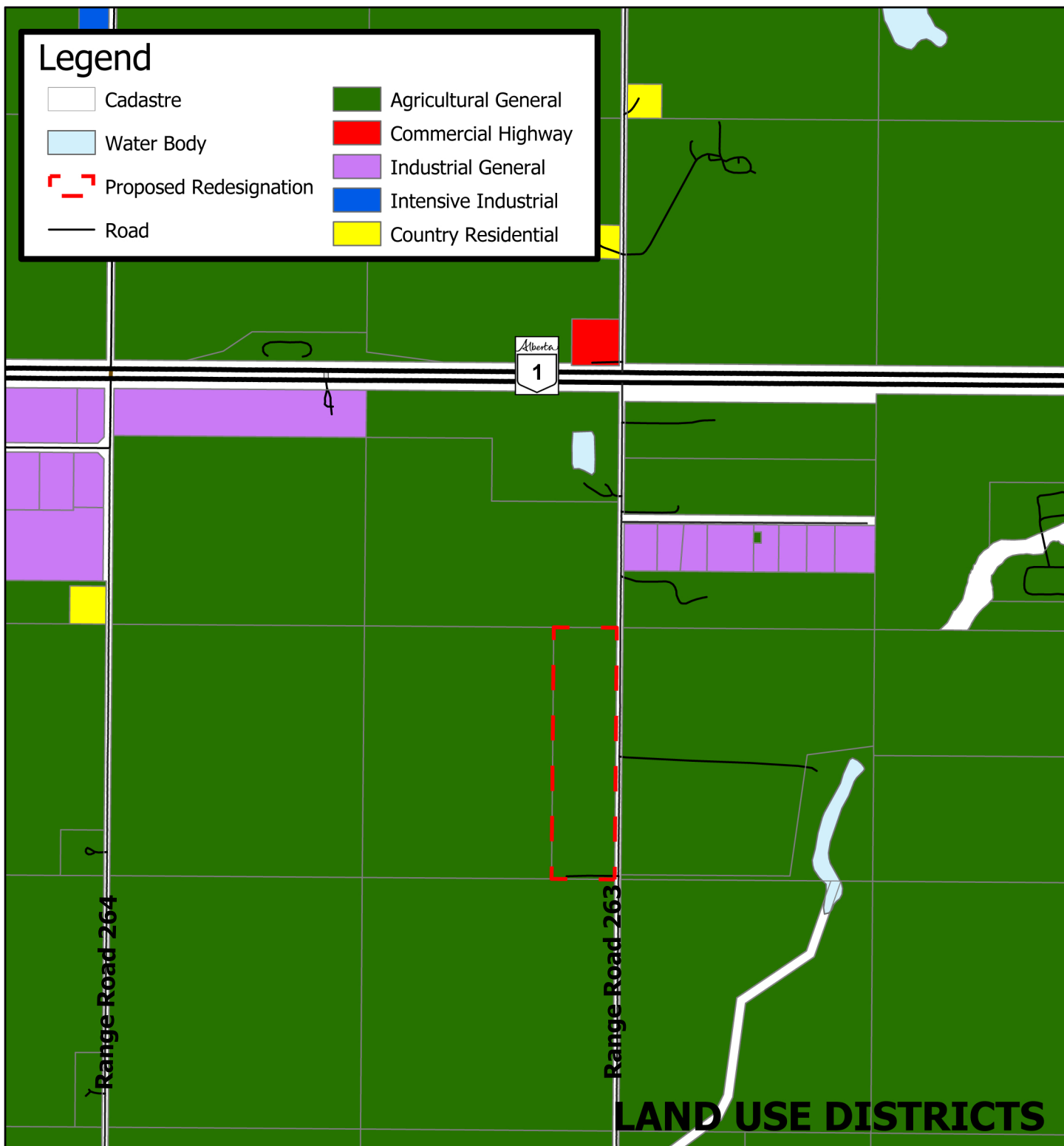
DATE: MAY 07, 2020

FILE: LU2020-10




0 0.28 0.55 1.1 1.65 2.2



Kilometers



Legend

-  Proposed Redesignation
-  Road
-  Cadastre

Rge Rd 263

Note: Post processing of
aerial photography may cause
visual distortion.

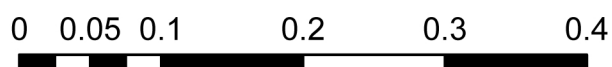
AIR PHOTO

SE-9-24-26-W4



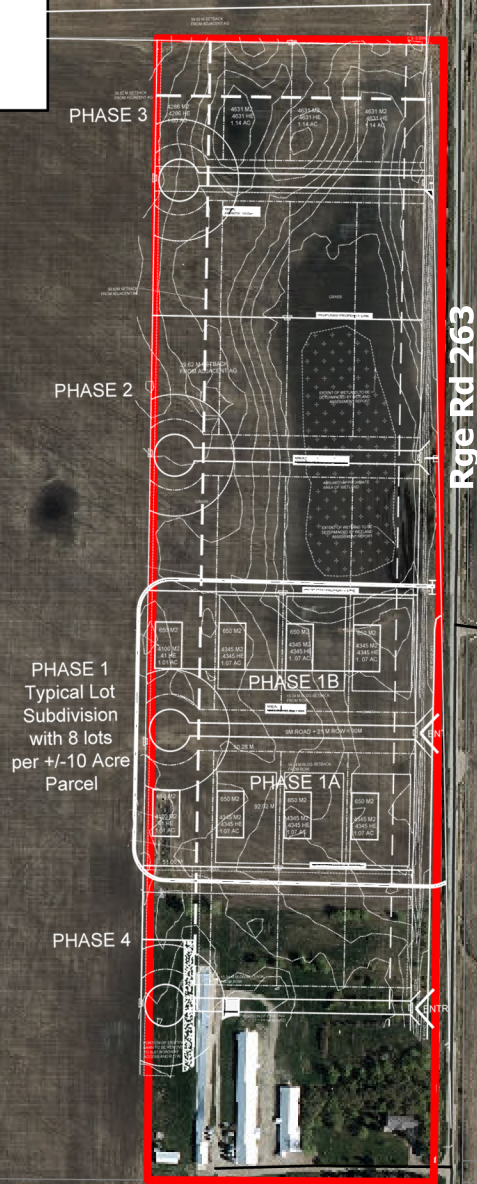
DATE: MAY 07, 2020

FILE: LU2020-10



Legend

- Proposed Redesignation
- Road
- Cadastre



Note: Post processing of aerial photography may cause visual distortion.

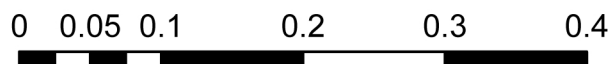
TENTATIVE PLAN

SE-9-24-26-W4



DATE: MAY 07, 2020

FILE: LU2020-10





Comment Summary

Date: July 7, 2020

Application: LU2020-20, Agricultural General to Industrial General Redesignation

Staff circulated internally, external agencies and landowners within 1 mile of the parcel. The following comments were received from internal departments and external agencies. No comments from adjacent landowners were received.

EXTERNAL AGENCIES	COMMENTS
AB Health Services	No comments
AB Community and Development	No comments
AB Environment and Parks	No comments
AB Culture and Tourism	No comments
AB Transportation	<ol style="list-style-type: none">1. A Traffic Impact Assessment shall be prepared by a qualified transportation professional, and reviewed by Alberta Transportation. The TIA must provide information regarding the traffic that could be generated by the proposed development, and will identify any necessary upgrades to the affected Highway intersection(s).2. Upgrades required to accommodate traffic from the proposed subdivision/subsequent anticipated development are to be completed at no cost to Alberta Transportation as a condition of subdivision approval. <p>A traffic impact assessment will be required at the next stage of development for this parcel (Area Concept Plan or Subdivision).</p>
Canada Pacific Rail	No concerns
Fortis	No concerns or requirements
WID	No objections
INTERNAL DEPARTMENTS	

Agriculture and Environment	<p>The wetland present on the parcel has already been considered, so we have no further comments.</p> <p>When a subdivision application is submitted that potentially impacts the wetland on the northern portion of the parcel, a Wetland Assessment and Impact Report will be required.</p>
Economic Development	No concerns
Public Works	No concerns
Planning & Development	<p>I have no issue with the redesignation to IG or a proposed subdivision of the lots into 10 acre parcels as the location is within the WH1ASP which is meant to accommodate Industrial uses.</p> <p>If the application proceeds under our current Land Use Bylaw regulations for a Cannabis Production Facility, the location of it may not meet the setbacks to a residence or to a parcel not zoned IG as there is one directly adjacent to the proposed parcels on the west side.</p> <p>The initial application was for four 10 acre parcels with a cannabis production facility on one of these parcels. The applicant has since expressed that a decision will be made on the next steps once redesignation has been achieved.</p>

Wheatland County

Request for Decision

Regular Council Meeting

July 7, 2020

Report prepared by: Graham Allison



Bylaw 2020-23 Redesignation: Public Hearing, Second & Third Reading

Recommendation from Administration

THAT Council Approve Bylaw 2020-23:

Resolution 1: That Council undertake the Public Hearing for Bylaw 2020-23.

Resolution 2: That Council grant Second Reading of Bylaw 2020-23, this being a bylaw for the purpose of amending Land Use Bylaw No. 2016-01 to redesignate +/- 62.53 acres within NE-23-25-17-W4M, from Agricultural General District to Natural Resource Extraction District as shown on the attached Schedule 'A' forming part of this Bylaw.

Resolution 3: That Council grant Third Reading of Bylaw 2020-23, this being a bylaw for the purpose of amending Land Use Bylaw No. 2016-01 to redesignate +/- 62.53 acres within NE-23-25-17-W4M, from Agricultural General District to Natural Resource Extraction District as shown on the attached Schedule 'A' forming part of this Bylaw

Chief Administrative Officer's Comments

N/A

Report

Division: Division 7

This application is to redesignate 62.53 acres within NE-23-25-17-W4M from Agricultural General District to Natural Resource Extraction District to accommodate the construction of a Municipal Gravel Pit for the Wheatland County Public works department. The subject lands were subdivided from the parent parcel in 2019. There is currently no road access to the parcel, Transportation and Agricultural Services have submitted plans to construct a road to access the parcel along the right-of-way on the north side of the site.

A tentative plan, reclamation plan and haul route have been submitted by the Transportation and Agricultural Services department. The requirement of submission of a drainage study and environmental study have been deferred until the development permit stage as Transportation and Agricultural Services do not expect to apply for a development permit in the near future.

Relevant Policies, Practices, and Legislation

Review of this application found that it is in alignment with the policies outlined in the South Saskatchewan Regional Plan, Municipal Development Plan, and Regional Growth Management Strategy by minimizing conflicts of land uses adjacent to natural resource extraction. The parcel is surrounded by undeveloped agricultural land, and not in close proximity to any Hamlet or residential development. The proposed natural resource extraction will be larger than 12 acres, and as a result, the applicant is required to obtain a Code of Practice for Gravel Pits through Alberta Environment and Parks. Typically, the Code of Practice is issued at the development permit stage, either with the application or as a condition of the development permit.

Alignment with the Strategic Plan

N/A

Response Options

Option 1: THAT the proposed recommendation is accepted/approved.

Option 2: THAT the proposed recommendation is not accepted/approved.

Option 3: THAT an alternate recommendation is accepted/approved.

Implications of Recommendation

General

N/A

Organizational

N/A

Financial

N/A

Environmental, Staff, and Public Safety

N/A

Follow-up Action / Communications

If granted Third Reading, Staff will notify the applicants and assist them with the development permit application if necessary.


Report Approval Details

Document Title:	Bylaw 2020-23 WLC Sandum AG to NRE Public Hearing, 2nd and 3rd Reading.docx
Attachments:	- Schedule 'A' Map Set.docx - Bylaw 2020-23 WLC_Sandum.docx
Final Approval Date:	Jun 24, 2020

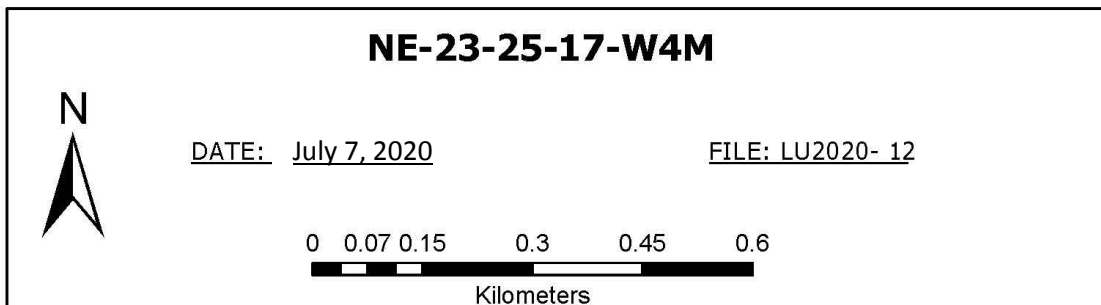
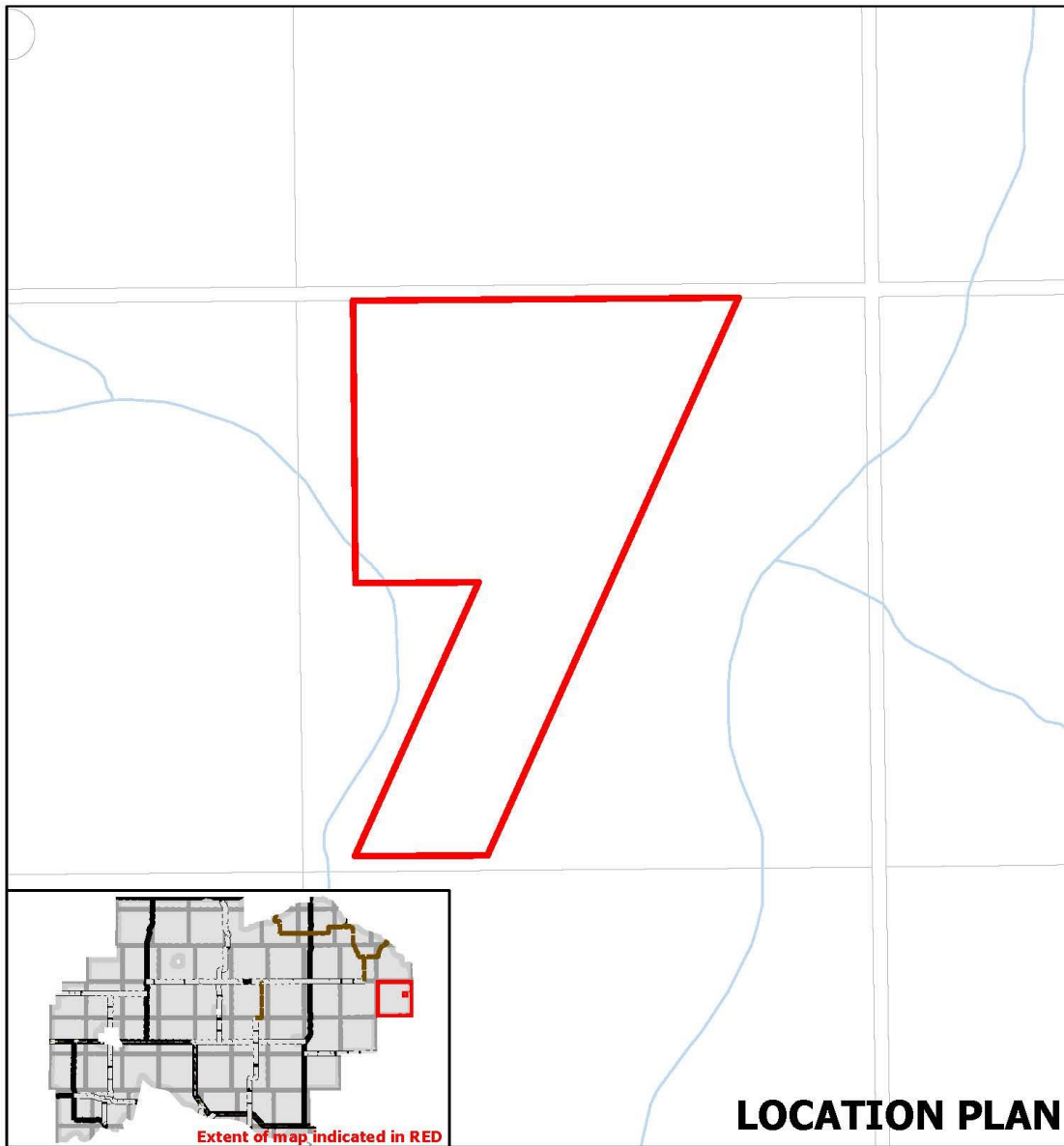
This report and all of its attachments were approved and signed as outlined below:

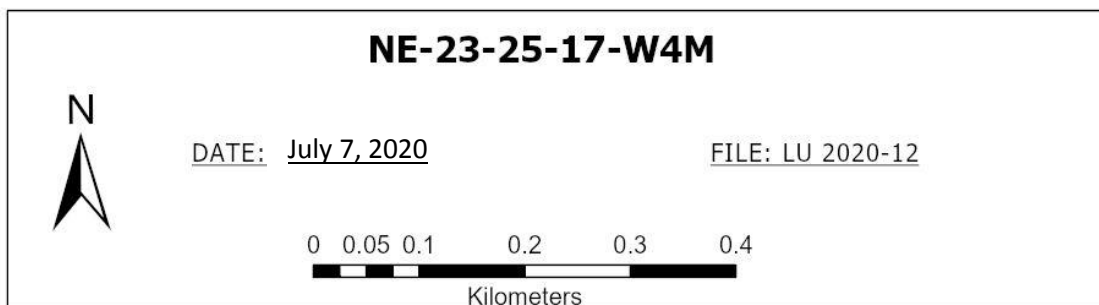


Sherry Baers



Matthew Boscarol





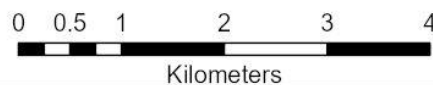


NE-23-25-17-W4M



DATE: JULY 7, 2020

FILE: LU2020-12



BYLAW 2020-23

(LU2020-12)

BEING A BYLAW OF WHEATLAND COUNTY TO AMEND LAND USE BYLAW NO. 2016-01 BY REDESIGNATING +/-62.53 ACRES WITHIN NE-23-25-17-W4M FROM AGRICULTURAL GENERAL DISTRICT TO NATURAL RESOURCE EXTRACTION DISTRICT.

WHEREAS the requirements for advertising this Bylaw, as per Section 606 of the *Municipal Government Act*, have been met prior to the public hearing date.

WHEREAS a public Hearing was held on _____, 2020 at the Wheatland County office.

THEREFORE under the authority and subject to the provisions of the *Municipal Government Act*, as amended, the Council of Wheatland County enacts as follows:

1. Bylaw No. 2016-01, being the Land Use Bylaw is hereby amended by redesignating +/-62.53 acres within NE-23-25-17-W4M, from Agricultural General (AG) District to Natural Resource Extraction (NRE) District as shown on the attached Schedule 'A' forming part of this Bylaw.
2. This Bylaw comes into force when it receives third reading and is signed by the Reeve/Deputy Reeve and the CAO or Designate, as per the *Municipal Government Act*.

_____ **MOVED** First Reading of Bylaw 2020-23 on _____ this being a bylaw for the purpose of amending Land Use Bylaw No. 2016-01 to redesignate +/-62.53 acres within NE-23-25-17-W4M, from Agricultural General District to Natural Resource Extraction District as shown on the attached Schedule 'A'.

Carried.

_____ **MOVED** Second Reading of Bylaw 2020-23 on _____ and it was

Carried.

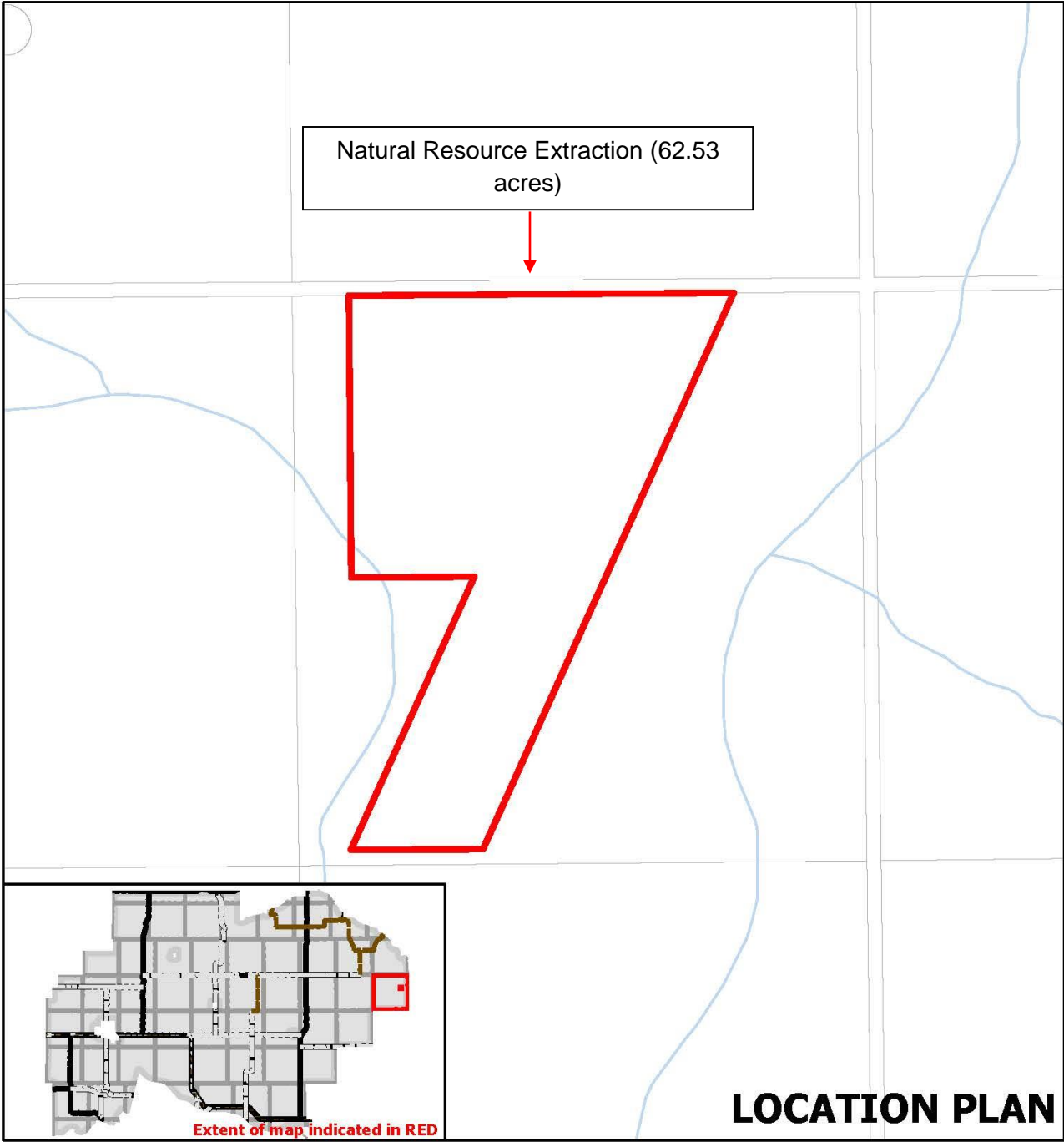
_____ **MOVED** Third and Final Reading of Bylaw 2020-23 on _____ and it was

Carried.

Reeve – Amber Link

Chief Administrative Officer-
Brian Henderson

SCHEDULE 'A'
Bylaw: 2020-23



WHEATLAND COUNTY

Legal Description: NE-23-25-17-W4M
File No: LU2020-12
Division: 7
Title Area: +/- 62.53 Acres
From: Agricultural General (AG) District
To: Natural Resource Extraction (NRE) District

Wheatland County

Request for Decision

Regular Council Meeting

July 7, 2020

Report prepared by: Megan Williams



Bylaw 2020-26 – Cannabis Production Facility First Reading

Recommendation from Administration

Resolution 1: That Council grant First Reading of Bylaw 2020-26, this being a bylaw for the purpose of amending Land Use Bylaw No. 2016-01 to update multiple Land Use Districts, Specific Use Regulations, and Definitions regarding Cannabis Production Facilities and Cannabis Cultivation. as shown on the attached Schedule 'A'.

Resolution 2: That a public hearing for Bylaw 2020-26 be scheduled for September 1st, 2020 at 9:00AM in Wheatland County Council Chambers. If the office remains closed to the public due to Covid-19, the public hearing will be held by conference call in accordance with the Municipal Government Act, Section 199.

Chief Administrative Officer's Comments

N/A

Report

Staff was given direction through the March 23, 2020 planning and priorities meeting to review the Cannabis Production Facility section of the Land Use Bylaw (LUB) with the following specific considerations:

- 1) Lifting the West Hwy 1 Area Structure Plan Restriction;
- 2) Lifting some of the setback requirements;
- 3) Adding Cannabis Production Facilities to additional land uses;
- 4) Including Cannabis Cultivation as a use within the LUB.

In researching the surrounding municipalities, Staff has found typically cannabis production facilities are permitted in industrial, direct control, and rural business land use districts. Staff also inquired into whether there were substantial complaints surrounding the cannabis production facilities and the responses indicated there were few complaints, but that this may be because the production facilities are located in rural settings. For this reason, Staff is recommending cannabis production facility be included in the intensive industrial district as well, but not be included in hamlet industrial districts.

Rocky View County created a separate land use 'Cannabis Cultivation' that exclusively allows for the growth of Cannabis. Staff has received several requests in the past about diversifying agricultural operations and allowing cannabis growth on agricultural parcels. Using Rocky View's definition, and listening to the requests of Wheatland landowners, Staff is recommending Cannabis Cultivation be added as a discretionary use in the Agricultural General and Rural Business land use districts. Staff is also recommending Cannabis Cultivation be added as a permitted use in the Industrial General District. Staff is specifically excluding Cannabis Cultivation from the Intensive Industrial use as it does not suit the purpose and intent of the district.

In addition to reviewing the land use bylaws of surrounding municipalities, Staff reached out to developers who have recently obtained a development permit for a cannabis production facility or who were looking into

obtaining one and asked for feedback on the regulations. The developers noted the following regulations as onerous or costly:

1. The setbacks.
2. That all activities occur within a building.
3. The landscaping plan.
4. The waste management plan.

Staff does not agree with changing the requirements for a landscaping or waste management plan. A landscaping plan is required for all industrial developments and it mitigates the spread of weeds and keeps an area aesthetically pleasing. A waste management plan ensures the waste disposal is safe and doesn't produce nuisance factors. Staff is not requiring the Cannabis Cultivation Use to provide a waste management or landscaping plan, as it is considered an agricultural use.

Based on the first two suggestions, and regulations other municipalities have for cannabis production facility setbacks, Staff is recommending lowering the setback requirement to 150 m (492 ft) from 500 m (1640 ft). As there is the potential for both uses to occur near a residential dwelling, and in the case of Cannabis Cultivation on a parcel of land that has a dwelling, Staff is recommending keeping the 100 m (328 ft) setback from the boundary of the proposed development, rather than the property line.

Staff has included an attachment showing Part 8.3 of the land use bylaw to summarize the proposed changes.

Relevant Policies, Practices, and Legislation

The proposed changes align with the relevant policies, practices and legislation of the South Saskatchewan Regional Plan, the Municipal Development Plan, and the Cannabis Regulations. The proposed amendments do not contravene the Federal or Provincial laws under the Cannabis Regulations and Cannabis Act. The proposed amendments also support the economic guidelines in the aforementioned documents, that all speak to diversifying the industrial and agricultural economy.

Alignment with the Strategic Plan

The proposed amendments align with the Economic Development Strategy by decreasing how strict and the number of regulations in the cannabis production facility and cannabis cultivation section of the Land Use Bylaw. It also diversifies the agricultural economy by allowing farmers to apply to grow cannabis without the requirement to redesignate to an industrial general district.

Response Options

Option 1: THAT the proposed recommendation is accepted/approved.

Option 2: THAT the proposed recommendation is not accepted/approved.

Option 3: THAT an alternate recommendation is accepted/approved.

Implications of Recommendation

General

N/A

Organizational

N/A

Financial

N/A

Environmental, Staff, and Public Safety

N/A

Follow-up Action / Communications

Staff will advertise the public hearing for September 1, 2020.

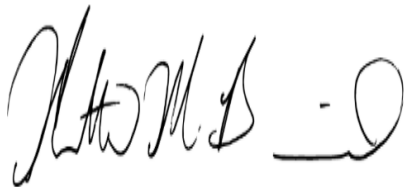
Report Approval Details

Document Title:	Bylaw 2020-26 - First Reading Cannabis Production Facility.docx
Attachments:	- Bylaw 2020-26 LUB amendment, CPF.pdf - New 8.3 Cannabis Production Facilities.pdf
Final Approval Date:	Jun 28, 2020

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



Sherry Baers



Matthew Boscarol

WHEATLAND COUNTY
PROVINCE OF ALBERTA
BYLAW 2020-26

Being a Bylaw of Wheatland County for the purpose of amending the Land Use Bylaw No. 2016-01, to update multiple Land Use Districts, Specific Use Regulations, and Definitions regarding Cannabis Production Facilities and Cannabis Cultivation.

WHEREAS the Council of Wheatland County believes it expedient to amend the Land Use Bylaw 2016-01.

WHEREAS the requirements for advertising this Bylaw, as per Section 606 of the *Municipal Government Act*, have been met prior to the public hearing date.

WHEREAS a Public Hearing was held on _____ at the Wheatland County office.

NOW THEREFORE under the authority and subject to the provisions of the *Municipal Government Act*, as amended, the Council of Wheatland County enact as follows:

1. The document entitled “Schedule A” attached to this Bylaw is hereby adopted;
2. This Bylaw comes into force when it receives third reading and is signed by the Reeve/Deputy Reeve and CAO or Designate, as per the *Municipal Government Act*.

_____ **MOVED** First Reading of Bylaw 2020-26 on _____, this being a bylaw for the purpose of amending Land Use Bylaw No. 2016-01, to update multiple Land Use Districts, Specific Use Regulations, and Definitions regarding Cannabis Production Facilities and Cannabis Cultivation with the changes as shown on the attached “Schedule A” forming part of this Bylaw.

Carried.

_____ **MOVED** Second Reading of Bylaw 2020-26 on _____, as presented and amended, and it was

Carried.

_____ **MOVED** Third and Final Reading of Bylaw 2020-26 on _____ and it was

Carried.

Amber Link – Reeve

Brian Henderson – Chief Administrative Officer

Schedule A

Attachment – Bylaw 2020-26 - Land Use Bylaw 2016-01 Amendments

Amendments to the Land Use Bylaw:

Part 2: Definitions are amended in the following respect:

1. Amend the following definitions

Cannabis Production Facility means the use of land, buildings or structures for purposes of growing, producing, processing, labelling and packaging, testing, researching, destroying, storing or transporting cannabis under authorization by license pursuant to the Cannabis Regulations – SOR/2018-144, or any successor or replacement legislation or regulation which may be enacted in substitution thereof. ~~Cannabis production Facility is only considered within the West Highway One Area Structure Plan (WH1ASP) Area.~~ See Cannabis Production Facility and Cannabis Cultivation Section for more information.

2. Add the following definition

Cannabis Cultivation means the use of land, buildings or structures for the purpose of growing cannabis under authorization by license pursuant to the Cannabis Regulations – SOR/2018-144, or any successor or replacement legislation or regulation which may be enacted in substitution thereof.

3. Add “Cannabis Cultivation is excluded from this use” to the following definitions

- a. Agricultural Operation
- b. Agricultural Processing – Major
- c. Agricultural Processing – Minor
- d. Greenhouse, Private
- e. Greenhouse, Public
- f. Nursery

Part 8: Specific Use Regulations are amended in the following respects:

4. Rename Part 8.3

Cannabis Production Facility and Cannabis Cultivation

5. Delete the following regulations under Part 8.3

8.3.1 b) An application for a Cannabis Production Facility shall only be considered within the West Highway 1 Area Structure Plan (WH1ASP) Area

8.3.1 d) The Cannabis Production Facility must not operate in conjunction with another approved use on the lot(s) or parcel(s)

8.3.1 f) Unless otherwise specifically approved by the Federal government as evidenced by the license issued by the Federal government in relation to the Cannabis Production Facility, all activities related to the Cannabis Production Facility shall occur within a fully enclosed stand-alone building, including but not limited to loading, receiving, and shipping of cannabis and any other goods, materials and supplies

8.3.1 g) The property line of a Cannabis Production Facility Site must not be located within 39.62 m (130.0 ft) of any property line of any parcel which is not zoned as an Industrial District at the time that the first Development Permit for the Cannabis Production Facility is issued

8.3.1 k) Garbage containers and waste material shall be contained within an enclosed building

8.3.1 s) A Cannabis Production Facility must include equipment designed and intended to remove odours from the air where it is discharged from the building as part of a ventilation system.

6. Amend the following regulations under Part 8.3

8.3.1 In addition to all other applicable General Regulations listed in the Bylaw, the following provisions shall apply to Cannabis Production Facilities and Cannabis Cultivation

8.3.1 a) A Cannabis Production Facility and/or Cannabis Cultivation site for the purpose of this Bylaw means the lot(s) or parcel(s) on which the Cannabis Production Facility and/or Cannabis Cultivation is located or is proposed to be located

8.3.1 h) A Cannabis Production Facility and/or Cannabis Cultivation shall not be located ~~on a parcel of land that is adjacent to or~~ within ~~500-150 m (1640.4-492.1~~ 150 m (492.1 ft) of a parcel used for School, Child Care Facility, Day Home, or similar use associated with the caring or congregation of children or minors.

i. The 150 m (492.1 ft) shall be measured from the boundary of the proposed development area to the property line of the School, Child Care Facility, Day Home, or similar use associated with the caring or congregation of children or minors.

8.3.1 i) A Cannabis Production Facility and/or Cannabis Cultivation shall not be within 100 m (328.1 ft.) of a Dwelling as measured from the boundary of the proposed development property line containing the proposed use to the Dwelling

8.3.1 j) A Cannabis Production Facility and/or Cannabis Cultivation must be serviced with suitable water and waste water as determined by the Development Authority. A commercial water well license may be required as a condition of Development Permit approval when municipal servicing is not available.

8.3.1 r) A Cannabis Production Facility and/or Cannabis Cultivation shall not produce any off-site nuisances including but not limited to odour, dust and noise.

7. Add the following regulation to Part 8.3.1

The proposed development shall meet all federal, provincial and all other relevant statutory requirements prior to commencement of the operation, and provide evidence of applicable federal and provincial approvals to the satisfaction of the Development Authority

Part 9: Land Use Districts are amended in the following respect:

7-8. Add “Cannabis Cultivation” as a discretionary use to the following land use districts:

- a. Part 9.1 Agricultural General District (AG)
- b. Part 9.2 Rural Business District (RB)

8-9. Add “Cannabis Cultivation” as a permitted use in the following land use districts:

- a. Part 9.5 Industrial General District (IG)

9-10. Add “Cannabis Production Facility” as a permitted use to the following land use district:

- a. Part 9.6 Intensive Industrial District (II)

8.3 Cannabis Production Facility and Cannabis Cultivation

8.3.1 In addition to all other applicable General Regulations listed in the Bylaw, the following provisions shall apply to Cannabis Production Facilities and Cannabis Cultivation:

a) A Cannabis Production Facility Site and/or Cannabis Cultivation for the purpose of this Bylaw means the lot(s) or parcel(s) on which the Cannabis Production Facility and/or Cannabis Cultivation is located or is proposed to be located;

~~b) An application for a Cannabis Production Facility shall only be considered within the West Highway 1 Area Structure Plan (WH1ASP) Area;~~

~~e)b)~~ A Cannabis Production Facility and/or Cannabis Cultivation shall be the primary use of the lot(s) or parcel(s);

~~d) The Cannabis Production Facility must not operate in conjunction with another approved use on the lot(s) or parcel(s);~~

~~e)c)~~ There shall be no outdoor storage of goods, material or supplies;

~~f) Unless otherwise specifically approved by the Federal government as evidenced by the license issued by the Federal government in relation to the Cannabis Production Facility, all activities related to Cannabis Production Facility shall occur within a fully enclosed stand-alone building, including but not limited to loading, receiving and shipping of cannabis and any other goods, materials and supplies;~~

~~g) The property line of a Cannabis Production Facility Site must not be located within 39.62 m (130.0 ft) of any property line of any parcel which is not zoned as an Industrial District at the time that the first Development Permit for the Cannabis Production Facility is issued;~~

~~d) A Cannabis Production Facility and/or Cannabis Cultivation shall not be located on a parcel of land that is adjacent to or within 500-150 m (1640-492.1 ft.) of a parcel used for a School, Child Care Facility, Day Home, or similar use associated with the caring or congregation of children or minors;~~

~~-i. The 150 m (492.1 ft) shall be measured from the boundary of the proposed development area to the property line of the School, Child Care Facility, Day Home, or similar use associated with the caring or congregation of children or minors.~~

~~i)e)~~ A Cannabis Production Facility and/or Cannabis Cultivation shall not be within 100 m (328.1 ft.) of a Dwelling as measured from the property line as measured from the boundary of the proposed development ~~containing the proposed use~~ to the Dwelling;

~~j)f)~~ The Cannabis Production Facility and/or Cannabis Cultivation must be serviced with suitable water and waste water, as determined by the Development Authority. A commercial water well license may be required or a condition of Development Permit approval when municipal servicing is not available;

~~k) Garbage containers and waste material shall be contained within an enclosed building;~~

~~h)g)~~ A waste management plan shall be submitted with an application for a Development Permit;

- ~~m)~~h) Where onsite illumination is required, all lighting shall be positioned in such a manner that lighting falling onto abutting properties is minimized and shall be in accordance with the Dark Sky Considerations Section of the Land Use Bylaw;
- ~~n)~~i) An environmental study, site assessment, wetland impact assessment or biophysical impact assessment may be required, at the discretion of the Development Authority, if the proposed redesignation or development permit application is located within or adjacent to an environmentally sensitive area, as per Provincial regulations;
- ~~o)~~j) A detailed description of the facility, including the proposed building/structures, types of production/cultivation, distribution and shipping methods, etc. that will take place on the site shall be completed to the satisfaction of the Development Authority;
- ~~p)~~k) A landscape and screening plan prepared by a Qualified Professional may be requested by the Development Authority;
- ~~q)~~l) Cannabis products must not be smoked, ingested, or otherwise consumed on the premises of a cannabis production facility;
- ~~m)~~ A Cannabis Production Facility and/or Cannabis Cultivation shall not produce any off-site nuisances including but not limited to odour, dust and noise; and
- ~~r)~~n) The proposed development shall meet all federal, provincial and all other relevant statutory requirements prior to commencement of the operation, and provide evidence of applicable federal and provincial approvals to the satisfaction of the Development Authority.
- ~~s)~~ A Cannabis Production Facility must include equipment designed and intended to remove odours from the air where it is discharged from the building as part of a ventilation system.

Wheatland County

Request for Decision

Regular Council Meeting

July 7, 2020

Report prepared by: Graham Allison



Bylaw 2020-28 Land Use Bylaw Amendments, Batch 3

Recommendation from Administration

Resolution 1: That Council grant First Reading of Bylaw 2020-28, this being a bylaw for the purpose of amending Land Use Bylaw No. 2016-01 as shown on the attached Schedule 'A'.

Resolution 2: That a Public Hearing for Bylaw 2020-28 be scheduled for August 18, 2020 at 9:00AM in Wheatland County Council Chambers. If the office remains closed to the public due to Covid-19, the Public Hearing will be held by conference call in accordance with the Municipal Government Act, Section 199.

Chief Administrative Officer's Comments

N/A

Report

This application will implement textual changes to Wheatland County's Land Use Bylaw. The proposed Land Use Bylaw amendments are recommended to clarify definitions, to remove contradicting uses or provisions, to correct minor errors, and clarify wording or language in the purpose and intent in several land use districts. Amendments are proposed to the following sections of the Land Use Bylaw:

1. Part 2: Definitions

a) Proposed textual amendments to the following definitions:

Dwelling, Accessory Dwelling, Duplex
Dwelling, Fourplex
Dwelling, Manufactured
Dwelling, Modular
Dwelling, Moved On
Dwelling, Multi-Unit
Dwelling, Primary
Dwelling, Secondary Suite
Dwelling, Semi-Detached
Dwelling, Single Detached
Dwelling, Temporary
Dwelling, Townhouse

i. Proposed amendments to the following definitions:

Equestrian Centre
Greenhouse, Private
Greenhouse, Public
Gross Floor Area
Home-Based Business, Type 2
Home-Based Business, Type 3

Lot Coverage

- b) Proposed amendments to include new definitions for the following:
 - Impervious Surface
 - Garden Centre
 - Dwelling, Relocatable Industrial Accommodation
- c) Proposed amendments to remove the following definition:
 - Nursery

2. Part 7: General Regulations

- a) Proposed textual amendments to Section 7.18.5 Prohibited Signage

3. Part 8: Specific Use Regulations

Changes are being proposed to the following Specific Use Regulations:

- a) Section 8.8 Dwelling, Accessory
- b) Section 8.11 Dwelling, Moved On
- c) Section 8.13 Dwelling, Temporary

Additional Changes are also being proposed for the following uses.

- d) Section 8.14 Home Based Business to require a site plan for Home Based Business 2 (HBB2) applications, and for a Home Based Business 2 (HBB2) to operate within an accessory building/structure.
- e) Section 8.16 Shipping Containers to allow shipping containers within Industrial General (IG) Districts to be four in height, increased from two.

4. Part 9: Land Use Districts

- a) Proposed textual amendments to Section 9.1 Agricultural General to move HBB2 from discretionary use to permitted use.
- b) Proposed textual amendments to Section 9.5 Industrial General to update the purpose and intent of the district to align with the district regulations.

Relevant Policies, Practices, and Legislation

After initial review, this application is in alignment with the policies outlined in the South Saskatchewan Regional Plan, Municipal Development Plan, and Regional Growth Management Strategy.

Alignment with the Strategic Plan

N/A

Response Options

Option 1: THAT the proposed recommendation is accepted/approved.

Option 2: THAT the proposed recommendation is not accepted/approved.

Option 3: THAT an alternate recommendation is accepted/approved.

Implications of Recommendation

General

N/A

Organizational

N/A

Financial

N/A

Environmental, Staff, and Public Safety

N/A

Follow-up Action / Communications

Staff will advertise and circulate for the public hearing.

Report Approval Details

Document Title:	Bylaw 2020-28 LUB Amendments Batch 3 1st Reading.docx
Attachments:	- Bylaw 2020-28.docx - Land Use Bylaw Amendments -Batch 3 Summary.docx
Final Approval Date:	Jun 24, 2020

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

A handwritten signature in black ink, appearing to read "Sherry Baers". The script is cursive and fluid.

Sherry Baers

A handwritten signature in black ink, appearing to read "Matthew Boscarol". The script is cursive and fluid.

Matthew Boscarol

BYLAW 2020-28

BEING A BYLAW OF WHEATLAND COUNTY TO AMEND LAND USE BYLAW NO. 2016-01 TO UPDATE LAND USE DISTRICTS, DEFINITIONS, GENERAL REGULATIONS, AND SPECIFIC USE REGULATIONS

WHEREAS the requirements for advertising this Bylaw, as per Section 606 of the *Municipal Government Act*, have been met prior to the public hearing date.

WHEREAS a Public Hearing was held on _____, 2020 at the Wheatland County office.

THEREFORE under the authority and subject to the provisions of the *Municipal Government Act*, as amended, the Council of Wheatland County enacts as follows:

1. Bylaw No. 2016-01, being the Land Use Bylaw is hereby amended by updating Land Use Districts, Definitions, General Regulations, and Specific Use Regulations as shown on the attached Schedule 'A' forming part of this Bylaw.
2. This Bylaw comes into force when it receives third reading and is signed by the Reeve/Deputy Reeve and the CAO or Designate, as per the *Municipal Government Act*.

_____ **MOVED** First Reading of Bylaw 2020-28 on _____ this being a bylaw for the purpose of amending Land Use Bylaw No. 2016-01 to update Land Use Districts, Definitions, General Regulations, Specific Regulations

Carried.

_____ **MOVED** Second Reading of Bylaw 2020-28 on _____ and it was

Carried.

_____ **MOVED** Third and Final Reading of Bylaw 2020-28 on _____ and it was

Carried.

Amber Link – Reeve

Brian Henderson – Chief Administrative Officer

SCHEDULE 'A'

Part 2: Definitions

Dwelling, Accessory means a detached dwelling unit that is located on the same parcel as a Dwelling, Primary and is considered accessory and subordinate to that primary dwelling. Only one Dwelling, Accessory is permitted per lot. Dwelling, Relocatable Industrial Accommodations (Eg: camp shacks) in whole or in part are excluded from this use.

Dwelling, Duplex means a building containing two dwelling units, with one above the other, and having separate entrances to each dwelling unit. This use does not include Dwelling, Manufactured, Dwelling, Modular or Dwelling, Relocatable Industrial Accommodations (Eg: camp shacks) in whole or in part.

Dwelling, Fourplex means a building containing four dwelling units. These dwelling units are situated in a building that is a maximum of two storey's exclusive of basement, with either one or two complete walls in common with adjoining units or an independent entrance, either directly from the exterior or through a vestibule. This use does not include Dwelling, Manufactured, Dwelling, Modular or Dwelling, Relocatable Industrial Accommodations (Eg: camp shacks) in whole or in part.

Dwelling, Manufactured means a prefabricated, transportable single or multiple section dwelling unit that conforms to CSA A277 certified standards at time of manufacture. It is ready for residential occupancy upon completion of setup in accordance with required factory recommended installation instructions. The home is typically transported to a site on its own chassis and wheel system or on a flatbed truck. Dwelling, Relocatable Industrial Accommodations (Eg: camp shacks) in whole or in part are excluded from this use. See Dwelling, Manufactured Section for more information.

Dwelling, Modular means a residential building containing one dwelling unit built in a factory in one or more sections, suitable for long term occupancy, and designed to be transported to a suitable site. Modular Dwellings must conform to CSA A277 standards and have a minimum floor area length to width ratio of 3:1. This definition also includes Ready-to-move (RTM) dwellings. Dwelling, Relocatable Industrial Accommodations (Eg: camp shacks) in whole or in part are excluded from this use. See Dwelling, Modular Section for more information.

Dwelling, Moved On means a Dwelling, Single Detached that has previously been used as a residence that has now been relocated to a new parcel for the purpose of a Dwelling, Single Detached. Dwelling, Relocatable Industrial Accommodations (Eg: camp shacks) in whole or in part are excluded from this use. See Dwelling, Moved On Section for more information.

Dwelling, Multi-Unit means a residential building containing three or more dwelling units separated by common walls and two or more stories in height. Each dwelling unit has at least one separate entrance with at least one dwelling unit situated fully within the second floor of the building. This use does not include Dwelling, Manufactured, Dwelling, Modular or Dwelling, Relocatable Industrial Accommodations (Eg: campshacks) in whole or in part.

Dwelling, Primary ~~for the purpose of the Dwelling, Accessory section), a (for the purpose of Section 8.6.1 Dwelling, Accessory)~~ A-Dwelling, Primary must be one of the following types: Dwelling, Single Detached, a Dwelling Moved-On or Dwelling, Modular. It shall not be a Dwelling Manufactured or a Dwelling, Relocatable Industrial Accommodation (Eg: camp shacks) in whole or in part.-

Dwelling, Secondary Suite means development consisting of a self-contained Dwelling Unit located within, and accessory to, a structure in which the principle use is a Dwelling, Single Detached. A secondary suite has cooking facilities, food preparation, sleeping and sanitary facilities which are separate from those of the principal dwelling within the structure. A Dwelling, Secondary Suite also has a separate entrance from the entrance of the principal dwelling either from a common indoor landing or directly from the exterior of the structure. Dwelling, Relocatable Industrial Accommodations (Eg: camp shacks) in whole or in part are excluded from this use. See Dwelling, Secondary Suite Section for more information.

Dwelling, Semi-Detached means a building containing two dwelling units sharing one common wall extending from the first floor to the roof, and located side by side with each dwelling unit having at least one separate entrance. This use does not include Dwelling, Manufactured, Dwelling, Modular or Dwelling, Relocatable Industrial Accommodations (Eg: camp shacks) in whole or in part.

Dwelling, Single Detached means a single building which contains one Dwelling Unit with the exception of an approved Dwelling, Secondary Suite. This does not include Dwelling, Manufactured or Dwelling, Modular: or Dwelling, Relocatable Industrial Accommodations (Eg: camp shacks) in whole or in part.

Dwelling, Temporary means a dwelling that is used for temporary living accommodations while the primary dwelling is being constructed on a parcel. A Dwelling, Temporary must be one of the following types: Dwelling, Manufactured or Dwelling, Relocatable Industrial Accommodation. See Dwelling, Temporary Section for more information.

Dwelling, Townhouse means a building divided vertically into three or more separate dwelling units, each of which have an independent entrance. Dwelling, Townhouse is situated on one titled parcel of land. This use does not include Dwelling, Manufactured, Dwelling, Modular or Dwelling, Relocatable Industrial Accommodations (Eg: camp shacks) in whole or in part.

Equestrian Centre means public or private a facilities (buildings, shelters and structures) at which horses, are exercised or trained, boarded or participate in equestrian shows, jackpots, clinics and other activities for which the proprietor of the premises receives any form of compensation including in-kind compensation. Patrons may include but are not limited to clients, customers, groups, or the public. This definition is not applicable to personal/private riding arenas. See definition for Farm Building..

Greenhouse, Private means a building specially designed and used for the growing of vegetables, flowers, or other plants for personal use. It does not involve a wholesale or retail component~~selling items to the public~~. A Cannabis Production Facility is excluded from this use.

Greenhouse, Public means a building specially designed and used for the growing of vegetables, flowers or other plants for transplanting or sale to the public. This use includes wholesale distribution to locations off-site as well as on-site commercial/~~retail~~ sales May include an area for display and sale of goods or products raised on site. A cannabis facility is excluded from this use.~~of vegetation and flowers produced in the Greenhouse, Public.~~ A Cannabis Production Facility and the sale of Cannabis are excluded from this use.

Gross Floor Area means the total livable area of all floors of a building, excluding the area of basement floors and enclosed decks and attached garages.

Home-Based Business, Type 2 means the secondary use of a dwelling and ~~its~~ accessory buildings by an occupant of the residential dwelling to conduct an activity that may generate minimal business-related visits. See *Home-Based Business Section for more information*.

Home-Based Business, Type 3 means the secondary use of a dwelling and ~~its~~ accessory buildings by an occupant of the residential dwelling to conduct an activity that will generate daily business-related visits. See ~~See~~ *Home-Based Business Section for more information*.

Lot Coverage means the area of a lot/parcel that is covered by buildings, structures and other impervious surface cover. ~~It is usually~~ Lot coverage is measured by calculating the percentage of the entire lot/parcel that is covered by impervious surfaces as a percentage of the total lot area.

Proposed New Definitions

Impervious Surface means a material through which liquid substances cannot pass. Examples include, (but are not limited to) roofing materials, asphalt, concrete, brick, paving, compacted gravel, and lined and/or clay based storm water ponds.

Garden Centre means the use of lands, buildings or structures, or parts thereof, for the purpose of selling soft landscaping materials such as plants, trees shrubs, as well as hard landscaping materials such as bricks, pavers, shale, crushed rock or, other similar materials associated with landscaping.

Dwelling, Relocatable Industrial Accommodation means a prefabricated, transportable single or multiple section (modules) dwelling unit that conforms to CSA A277 certified standards at time of manufacture. These units are typically used for persons working or residing at a work camp on a temporary basis

Proposed Removal of Definitions

~~**Nursery** means the growing of trees, shrubs or other plants (not fruit or vegetables) for commercial purposes. This use includes an area for display and sale of goods or product grown or raised on site.~~

7.18 Signage

7.18.5 Prohibited Signs:

- a) Signs which employ revolving, flashing or intermittent lights, or lights resembling emergency services, traffic signals, railway crossing signals, hazard warning devices or other similar lighting but does not include changeable content, sign projection styles or animation;
- b) Signs located within 300 meters of a provincial highway, and within 800 meters of a public road intersection with a provincial highway that do not have a roadside development permit from Alberta Transportation as per the Highways Development and Protection Regulation. This does not include provincial highways with a “minor two-lane” classification as determined by Alberta Transportation.
- c) Signs which emit amplified sounds or music;
- d) No animation signs or signs that fit into a different signage category and have animation effects;
- e) Signs that employ changeable content, animation or pictorial scenes at a luminosity, intensity and/or interval which may create a public hazard or nuisance. ~~\\An example would be an LED sign.~~
- f) Any sign located within the public right-of-way or on public property, except for signs approved by the County, which may include: canopy signs, projecting signs, and temporary signs or signs approved by the Provincial or Federal Government;
- g) Signs that are attached to or appearing on any vehicle, freight trailer or trailer which is parked on a public right of way;
- h) Signs attached to ~~non-wheeled freight containers~~ equipment, including signage placed on, painted or adhered directly onto equipment. Examples of equipment include (but are not limited to): motor vehicle, freight container, trailer, machinery, shipping container.~~a container;~~
- i) Any window sign or graphic painted on or graphic, attached to or installed on a window that covers or obscures more than 50 percent of the window area;
- j) Signs that incorporate moving parts;
- k) Any sign which has not obtained a Development Permit or any sign which has not been deemed exempt from the requirement of obtaining a Development Permit.

Part 8: Specific Use Regulations

8.14 Home-Based Business

A Home-Based Business will be reviewed and classified according to the table below.

Table - Home-Based Business Standards

	Home-Based Business Type 1 <i>Example: Home Office</i>	Home-Based Business Type 2 <i>Example: Service-Oriented</i>	Home-Based Business Type 3 <i>Example: Contractors</i>
Development Permit Required	No	Yes	Yes
Site Plan Required	No	No Yes	Yes
Landscaping / Screening Required	No	No Yes	Yes
Non-Resident Employees	None	Up to 2	Up to 4
Commercial Vehicles and/or Trailers	1 Business Related Vehicle Maximum	Up to 2	Up to four (4) Business Related Vehicles
Customer Traffic Generation	Up to two (2) business related visits per day on average.	Up to five (5) business related visits per day on average.	At the discretion of the Development Authority
Outside Storage	None	None	At the discretion of the Development Authority. Minimal outdoor storage may be allowed.
Accessory Building / Structure	None	None	Maximum of 1
Parking Stalls	None	One (1) per employee plus one (1) for customers	One (1) per two employees, one (1) per commercial vehicle, one (1) for customers
Note: The Purpose of Home-Based Businesses is to accommodate small, non-intrusive, low risk, low intensity developments that can be integrated into and are compatible with adjacent non-commercial or non-industrial sites. Uses that exceed the business standards of a Home-Based Business should be more appropriately located within an alternative and compatible land use district (i.e. Rural Business, Highway Commercial or Industrial General).			

8.14.1 General Regulations

- l) A Type 1 Home-Based Business does not need a Development Permit. However, a Type 2 & Type 3 Home-Based Business will need development permits.
- m) No more than one Type 2 or one Type 3 Home-Based Business is allowed on a parcel.
- n) The applicant must ~~own~~ occupy the residence for which the permit has been issued.
- o) The term of a temporary development permit issued for a Home-Based Business shall be for two (2) years ~~if the Home-Based Business is a Permitted Use on the parcel subject to the application. for a maximum two (2) year term. Subsequent renewals may be issued for a maximum 5 year term at the discretion of the Development Authority~~
- ~~p) The term of a temporary development permit issued for a Home-Based Business Type 2 and 3 shall not exceed two (2) years if the Home-Based Business is a Discretionary Use.~~
- q) An approved Permitted or Discretionary use Development Permit may be re-issued by the Development Officer for a Home-Based Business for a ~~two (2)-year~~ subsequent term if the following conditions have been met:

i. The Home-Based Business is applying for a renewal of its Development Permit prior to the expiry date;

ii. There has been no changes to the Home-Based Business from the previous application;

iii. There are no enforcement orders or complaints related to the Home-Based Business.

g) If a previously approved Permitted or Discretionary Use Development Permit does not fit all of the criteria listed in 8.12.1f above, the Development Officer may refuse the renewal of the temporary Development Permit or refer it to the Municipal Planning Commission for a decision.

8.8 Dwelling, Accessory

8.8.1 General Regulations:

- a) Existing Dwellings:
When an existing dwelling is not one of the allowable housing types identified in the Dwelling, Primary definition (Dwelling, Single Detached, Dwelling Moved-On or Dwelling, Modular) OR an existing dwelling is one of the allowable housing types but is smaller than a new dwelling;
 - i. The applicant may apply for a permit to construct or place on the property a Dwelling, Primary (Dwelling, Single Detached, Dwelling Moved-On or Dwelling, Modular) and
 - ii. As stipulated as a condition of approval for the new Dwelling, Primary, construction shall not commence until a Development Permit has been obtained for the existing dwelling to be issued a permit as a Dwelling, Accessory.
 - iii. If for any reason the Dwelling, Primary is not constructed, the permit for the Dwelling, Accessory will be cancelled See the Suspension or Cancellation of a Development Permit section for further information.as per Section 6.2.1.
- b) A Dwelling Accessory:
 - i. Shall meet applicable Safety Codes and will require a Building Permit
 - ii. Shall not be located on a property that already has a secondary suite
 - iii. Shall have adequate water and sewer either through a shared or individual system
 - iv. Shall be located within a building other than the primary dwelling or as a detached standalone unit. For example: A Dwelling, Accessory may be built on top of an accessory building or garage
 - v. ~~May Shall~~ require its own municipal address
 - vi. Shall require one additional parking space for the residents
 - vii. Shall follow the height and setback regulations in the applicable land use district, except where otherwise noted in this Bylaw.

8.8.2 Size:

- c) Outside of a hamlet the ~~gross floor total~~ area of a Dwelling, Accessory will be no more than 80% of the ~~Gross Floor total~~ aArea of the primary dwelling. Total area calculation includes all floors of the dwelling unit including enclosed decks, additions, and attached garages, but excludes basements. As defined in the definitions section.
- d) Inside a hamlet the Dwelling, Accessory shall be smaller than the primary dwelling and shall not exceed 74.32 m² (800.0 ft²) Total area calculation includes all floors of the dwelling unit including enclosed decks, additions, and attached garages, but excludes basements. in Gross Floor Area. As defined in the definitions section.
- e) A Dwelling, Accessory will count as part of the total lot coverage for the land use district, such as Hamlet Residential or Country Residential.

8.8.3 Location:

- f) The Dwelling, Accessory shall be a minimum of 3.05 m (10.0 ft) from the primary residence.

8.8.4 Design:

- g) A Dwelling, Accessory will contain at least two rooms and will include a kitchen, washroom and sleeping area.
- h) Wherever possible, the windows and doors on a Dwelling, Accessory should be located away from yards of adjacent properties to protect privacy.

8.8.5 Additional Considerations:

- i) In considering a Development Permit application for a Dwelling, Accessory, the Development Authority has the discretion to consider such factors as:
- j) The effect of a Dwelling, Accessory on the character of a neighborhood and the cumulative effect of an additional dwelling within a specific location.
- k) The similarity of the Dwelling, Accessory to the principal dwelling or adjacent properties in architectural design, character, and appearance. For example: exterior wall materials, window types, door and window trims, roofing materials, and roof pitch.
- l) The location of the Dwelling, Accessory with preference for its close proximity to the principal dwelling so as to appear as a related building.

- m) The use of a shared approach.
- n) The availability of outdoor yard space that is useful for the residents of the Dwelling, Accessory.
- o) The provision of landscaping or screening to provide privacy between the Dwelling, Accessory and adjacent properties and dwellings.
- p) Other such considerations as the Development Authority may deem to be relevant

8.8.6 Existing Temporary Dwellings or Existing Dwelling, Manufactured to be utilized as a Dwelling, Accessory ~~(as per 8.6.1 a):~~

- q) At the discretion of the Development Authority, an existing Temporary Dwelling or an existing Dwelling Manufactured ~~(as per 8.6.1 a)~~ may be issued a permit as a Dwelling, Accessory even though it does not meet all of the provisions of this bylaw but will be evaluated in consideration of the following:
 - i. The existing dwelling was onsite prior to the date of the adoption of the current Land Use Bylaw.
 - ii. There have been no complaints from adjacent residents regarding the existing dwelling
 - iii. The existing dwelling has been well maintained and repaired as required

The Development Authority may require a Safety Codes Inspection of an existing dwelling if deemed necessary.

8.11 Dwelling, Moved On

8.11.1 All moved on dwellings are subject to an approved Development Permit.

~~8.11.2 A moved on dwelling must meet the following criteria:~~

- ~~r) The dwelling must be placed on a foundation within 60 days of arrival onto the lot;~~
- ~~s) If the dwelling is unable to be placed on a foundation within 60 days, the applicant will be required to apply for an extension to the Municipal Planning Commission.~~

~~8.11.3 All structural and exterior renovations to a dwelling, moved on shall be completed within one year of the issuance of the Building Permit or a Development Permit shall be required.~~

8.8.1 All applications to relocate a building/structure shall be accompanied by a series of photographs including all four sides of the building and the interior taken within 30 days of receipt of a complete application.

8.8.1 For all moved on dwellings, a financial security shall be taken as per the Wheatland County Master Fee Schedule. This shall be refunded once all applicable conditions of the Development Permit are met and all exterior features are completed to the satisfaction of the Development Officer.

8.13 Dwelling, Temporary

8.8.1 A Development Permit shall only be issued for a Dwelling, Temporary in a Land Use District in which a Dwelling, Temporary is a prescribed use, providing that:

- a) A building permit has been issued for the primary dwelling on the same parcel;
- b) The term of the Development Permit for the Dwelling, Temporary does not exceed 24 months;
- c) The Development Permit for the Dwelling, Temporary contains a condition that requires the Dwelling, Temporary to be removed from the parcel within 30 days of the first residential occupancy of the primary dwelling.

8.8.1 A Dwelling, Temporary Permit shall only be issued for a manufactured home ~~dwelling~~ as defined as a Dwelling, Manufactured or a Dwelling, Relocatable Industrial Accommodation as defined in the Definitions section of the Bylaw.

8.8.1 A Dwelling, Manufactured to be used as a Dwelling, Temporary shall meet all of the rules and regulations of the Dwelling, Manufactured section of the Bylaw.

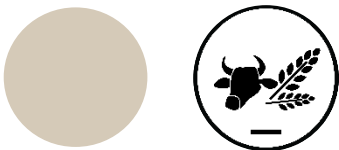
8.8.1 Dwelling, Temporary Development Permits shall only be issued for the purpose of providing temporary accommodation while a primary dwelling is being constructed on a parcel.

8.17 Shipping Containers

Table: Shipping Container Rules & Regulations

	Maximum Number of Shipping Containers Allowed (if approved)	Stacking of Shipping Containers Permitted	Painting Required As Condition of Development Permit
Agricultural General (AG) District	5	No	No
Country Residential (CR) District	3	No	As Determined by the Development Authority
Rural Business (RB) District	5	No	Yes
Commercial Highway (CH) District	1	No	Yes
Industrial General (IG) District	No maximum	Yes (maximum of two four shipping containers in height)	No
Intensive Industrial (II) District	No maximum	Yes	No
Public Utility (PU) District	2	No	Yes
Hamlet Commercial (HC) District	1	No	Yes
Hamlet Industrial (HI) District	2	No	No

9.1 Agricultural General District (AG)



Purpose and Intent

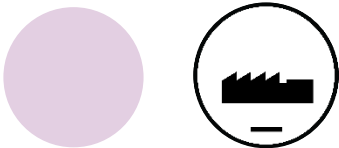
The purpose and intent of this district is to promote and accommodate agricultural land uses that support the goals and objectives of the Municipal Development Plan and preserve the agrarian character of the County.

Permitted and Discretionary Uses

- a) The following uses shall be permitted or discretionary with or without conditions provided the application complies with the regulations of this district and this Bylaw:

Permitted	Discretionary
Accessory Building / Structure	Abattoir
Agricultural Operation ¹	Agricultural Processing – Major
Agricultural Processing – Minor	Bed and Breakfast
Dwelling, Clustered Farm	Composting Facility
Dwelling, Manufactured	Day Home
Dwelling, Modular	Dwelling, Accessory
Dwelling, Moved On	Dwelling, Temporary
Dwelling, Secondary Suite	Equestrian Centre
Dwelling, Single Detached	Farm Gate Sales
Farm Building	Greenhouse, Public
Greenhouse, Private	Home-Based Business, Type 2
Shipping Container	Home-Based Business, Type 3
Signs not requiring a Development Permit ¹	Kennel
Solar Panel, Ground Mount ¹	Nursery
Solar Panel, Structure Mount ¹	Shooting Range, Minor
Stripping and Grading ¹	Signs requiring a Development Permit [^]
WECS (micro) ¹	Stockpile
WECS (Category 1) ¹	Tower
Home-Based Business, Type 2	

9.5 Industrial General District (IG)



Purpose and Intent

The purpose is to provide for light or medium industrial development that has minimal to no impact on adjacent landowners in terms of a nuisance effect.

Permitted and Discretionary Uses

- a) The following uses shall be permitted or discretionary with or without conditions provided that the application complies with the regulations of this district and this Bylaw:

Permitted	Discretionary
Accessory Building / Structure	Agricultural Processing - Major
Agricultural Operation	Auction Mart
Agricultural Processing - Minor	Automotive and Equipment Services
Agricultural Support Services	Composting Facility
Cannabis Production Facilities (Only considered within the WH1ASP)	Dwelling, Employee
Commercial Storage	Industrial, Medium
Contractor Service	Mechanical Repair Shop
Essential Public Service	Signs requiring a Development Permit^
Food and Beverage Production	Tower
Greenhouse, Public	Warehouse Sales
Industrial, Light	Work Camp
Office	
Outdoor Storage	
Recreational Vehicle Storage	
Service Station	
Shipping Container	
Signs not requiring a Development Permit ¹	
Solar Panel, Ground Mount ¹	
Solar Panel, Structure Mount ¹	
Stripping and Grading ¹	
Stockpile	
Veterinary Clinic	
Warehouse Storage	
WECS (Category 1) ¹	
WECS (micro) ¹	

Notes: 1 - See Development Permits Not Required Section
^ - See Signage Section for Signage that does not require a permit

Site Regulations

- b) The following regulations and policies shall apply to every development in this district:

Minimum Parcel Size	<p>1. For the creation of new parcels the following minimum parcel sizes shall be required:</p> <p>a) Fully serviced parcels with water and wastewater piped servicing: 0.2 ha (0.5 ac); and</p> <p>b) Unserviced parcels: 0.4 ha (1.0 ac).</p>
Maximum Parcel Size	No maximum parcel size
Maximum Lot Coverage	No building or group of buildings including their accessory buildings and impervious surfaces shall cover more than 90% percent of the lot area.
Setback Between Buildings / Structures	A minimum of 1.52 m (5.0 ft)
Front Yard Setback	A minimum of 22.86 m (75.0 ft) from the right-of-way of a public road.
	A minimum of 15.24 m (50.0 ft) from the right-of-way of an internal subdivision road.
	A minimum of 3.05 m (10.0 ft) from the property line in all other cases.
	A minimum of 6.10m (20.0ft) from the property line for WECS micro and Category 1, and Solar Panel, Ground Mount, unless abutting the right-of-way of a public road
Side Yard Setback	A minimum of 22.86 m (75.0 ft) from the right-of-way of a public road.
	A minimum of 15.24 m (50.0 ft) from the right-of-way of an internal subdivision road.
	A minimum of 3.05 m (10.0 ft) from the property line in all other cases.
	A minimum of 6.10m (20.0ft) from the property line for WECS micro and Category 1, and Solar Panel, Ground Mount, unless abutting the right-of-way of a public road
Rear Yard Setback	A minimum of 22.86 m (75.0 ft) from the right-of-way of a public road.
	A minimum of 3.05 m (10.0 ft) from the property line in all other cases.
	A minimum of 6.10m (20.0ft) from the property line for WECS micro and Category 1, and Solar Panel, Ground Mount, unless abutting the right-of-way of a public road
Yards Setbacks from Existing and Proposed Highways and Service Roads	Discretion of Alberta Transportation
Other Setbacks	See the <i>Special Setback Requirements</i> section of this Bylaw for additional setback requirements that may apply.
Building Heights	For all other Permitted and Discretionary Uses: Limited to such height as deemed suitable and appropriate for the intended use.
	WECS (micro), Category 1, and Solar Panel, Ground Mount: See height restrictions for ‘ <i>Development Permits Not Required</i> ,’ section.

Special Requirements

Landscaping, Fencing & Screening Standards

- c) Landscaping shall be completed in accordance with the County Landscaping, Fencing and Screening Standards;
- d) Levels and methods of screening of the site shall be completed in accordance with the County Landscaping, Fencing and Screening Standards;

Site Plans

- e) The Development Authority shall require a detailed site plan for the proposed development;

Storage Areas

- f) All outdoor storage areas shall be appropriately fenced or screened and should be concealed from view from the street by the fence or other suitable screening. All sites abutting residential districts shall be screened from view of the residential district to the satisfaction of the Development Authority; and

Other Development Regulations

- g) Permitted and Discretionary Uses shall adhere to Part 7: General Regulations and Part 8: Specific Use Regulations.

Wheatland County

Request for Decision

Regular Council Meeting

July 7, 2020

Report prepared by: Matthew Kurceba



Borrowing Bylaw 2020-27

Recommendation from Administration

Resolution 1: That Council grant Second Reading of Bylaw 2020-27, this being a Borrowing Bylaw to borrow \$267,402.54 from the Alberta Capital Finance Authority or another authorized financial institution for the Transtor Capital Replacement project.

Resolution 2: That Council grant Third and Final Reading of Bylaw 2020-27, this being a Borrowing Bylaw to borrow \$267,402.54 from the Alberta Capital Finance Authority or another authorized financial institution for the Transtor Capital Replacement project.

Chief Administrative Officer's Comments

N/A

Report

The County adhered to Municipal Government Act (MGA) Section 606 by advertising Bylaw 2020-27 for two consecutive weeks in the June 12th and June 19th editions of the Strathmore Times, as well as being posted on the County website. There were no calls, emails, or noted concerns from residents related to Bylaw 2020-27.

Relevant Policies, Practices, and Legislation

MGA Sections 251, 252, and 253:

In accordance with Section 251, 252, and 253, of the Municipal Government Act, the County is required to follow these sections as they relate to borrowing.

MGA Section 606:

In accordance with Section 606 of the Municipal Government Act, the bylaw will be advertised for two consecutive weeks. Following the last day of advertising, a fifteen-day petition period begins in compliance with MGA Section 231(3).

Alignment with the Strategic Plan

Well maintained infrastructure and facilities that meet community needs and allow growth and development for prosperity.

Response Options

Option 1: THAT the proposed recommendation is accepted/approved.

Option 2: THAT the proposed recommendation is not accepted/approved.

Option 3: THAT an alternate recommendation is accepted/approved.

Implications of Recommendation

General

Drumheller & District Waste Management Association (“DDSWMA”) and the participating municipalities will be able to move forward with replacing and refurbishing six Transtors and relocating and refurbishing a Transtor located in the Village of Carbon after financing is secured.

Organizational

This borrowing will be included in the debt limit of the County.

Financial

As the indebtedness shall be contracted on the credit and security of Wheatland County, the County is exposed to an inherent amount of risk.

Environmental, Staff, and Public Safety

N/A

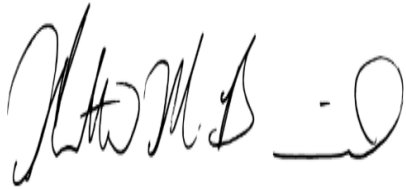
Follow-up Action / Communications

Staff will need to ensure quarterly, semi-annual, or annual payments are made to the Alberta Capital Finance Authority or another authorized financial institution and inform DDSWMA of Council’s decision.

Report Approval Details

Document Title:	Borrowing Bylaw 2020-27 (2nd and 3rd Reading).docx
Attachments:	- Bylaw 2020-27 Borrowing Bylaw.docx
Final Approval Date:	Jun 24, 2020

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

A handwritten signature in black ink, appearing to read 'MB - 0'.

Matthew Boscarol

BYLAW 2020-27

A BYLAW OF WHEATLAND COUNTY IN THE PROVINCE OF ALBERTA TO AUTHORIZE INCURRING INDEBTEDNESS

WHEREAS pursuant to the provisions of the Municipal Government Act, Revised Statutes of Alberta 2000, Chapter M-26 and amendments thereto, Council may pass a Bylaw for the purpose of incurring indebtedness by the issuance of debentures to the Alberta Capital Finance Authority, or another authorized financial institution, in the amount of two hundred sixty-seven thousand four hundred two dollars and fifty-four cents (\$267,402.54) for the Transtor Capital Replacement with Wheatland County;

AND WHEREAS the Council of Wheatland County has decided to issue a bylaw pursuant to Section 258 of the Municipal Government Act to authorize financing for Transtor Capital Replacement located in the Village of Carbon;

AND WHEREAS Wheatland County estimates the cost of the Transtor replacement and refurbishment of the said project to be two hundred sixty-seven thousand four hundred two dollars and fifty-four cents (\$267,402.54);

AND WHEREAS in order to complete the project it will be necessary for the Municipality to borrow the sum of two hundred sixty-seven thousand four hundred two dollars and fifty-four cents (\$267,402.54), for a period not to exceed ten (10) years, from the Alberta Capital Finance Authority or another authorized financial institution, by the issuance of debentures and on the terms and conditions referred to in this Bylaw;

AND WHEREAS the estimated lifetime of the project financed under this Bylaw is equal to ten (10) years;

AND WHEREAS the interest rate is not to exceed 2.3% per annum;

AND WHEREAS the Waste Reserve will be used to pay the principal and interest owing;

AND WHEREAS the principal amount of the outstanding debt of the Municipality at December 31, 2019 is four million one hundred sixty-eight thousand five hundred thirty-four dollars (\$4,168,534.00) and no part of the principal or interest is in arrears;

AND WHEREAS all required approvals for the project will be obtained and the project is in compliance with all Acts and Regulations of the Province of Alberta;

NOW THEREFORE the Council of Wheatland County enacts as follows:

1. SHORT TITLE

This Bylaw may be known as the *"Borrowing Bylaw - Transtor Capital Replacement"*.

2. TERMS

- 2.1 That for the purpose of replacing and refurbishing the Transtor, the sum of two hundred sixty-seven thousand four hundred two dollars and fifty-four cents (\$267,402.54) dollars be borrowed from the Alberta Capital Financing Authority, or another authorized financial institution, by way of debenture on the credit and security of Wheatland County at large, of which amount the full sum of two hundred sixty-seven thousand four hundred two dollars and fifty-four cents (\$267,402.54) and interest is to be paid by the Wheatland County at large.
- 2.2 The proper officers of Wheatland County are hereby authorized to issue debenture(s) on behalf of the Municipality for the amount and purpose as authorized by this bylaw, namely Transtor Capital Replacement.

- 2.3 Wheatland County shall repay the indebtedness according to the repayment structure in effect, namely quarterly, semi-annual or annual equal payments of combined principal and interest instalments not to exceed ten years calculated at a rate not exceeding the interest rate fixed by the Alberta Capital Financing Authority or another authorized financial institution on the date of the borrowing.
- 2.4 Wheatland County shall levy and raise in each year municipal taxes sufficient to pay indebtedness.
- 2.5 The indebtedness shall be contracted on the credit and security of Wheatland County.
- 2.6 The net amount borrowed under this Bylaw shall be applied only to the project specified by this Bylaw.

3. SEVERABILITY

It is the intention of Council that each separate provision of this Bylaw shall be deemed independent of all other provisions herein and it is the further intention of Council that if any provision of this Bylaw is declared invalid, all other provisions hereof shall remain valid and enforceable.

This Bylaw shall come into full force and effect upon third and final reading.

ARMSTRONG MOVED FIRST READING of Borrowing Bylaw 2020-27, on June 2, 2020, that allows Administration to proceed with the process of borrowing \$267,402.54 from the Alberta Capital Finance Authority or another authorized financial institution for the Transtor Capital Replacement project. The maximum rate of interest is not to exceed 2.3% per annum over the ten (10) year repayment term and that the Waste Reserve will be used to fund the principal and interest owing.

Carried.

READ A SECOND TIME this _____ day of _____, 2020.

READ A THIRD TIME AND PASSED this ____ day of _____ 2020.

Chief Elected Official – A. Link

Chief Administrative Officer– B. Henderson



WHEATLAND COUNTY

Reeve Monthly Report

Reeve: Amber Link

Division: 2

Reporting Period: June 2020

Report Date: June 29, 2020

June 2 Council Meeting

A public hearing was held and subsequent readings to pass a land redesignation bylaw were approved. First reading and scheduling of public hearings for 4 land redesignations and one borrowing bylaw (transfers). Council and department reports. 2020 library funding was approved with direction to review model for next budget cycle. 2020 Community Enhancement Regional Board (CERB) funding approved as recommended by the Board. Reviewed South and East Transportation Study from the Calgary Metropolitan Region Board.

June 3 MP Martin Shields visiting Wheatland

MP Shields and I visited The Mercantile at Muirfield, owners Pam and Shane shared the story of how they have faced a string of challenges and setbacks, but undaunted have persevered. They exemplify the innovation, work ethic, and resilience I'm seeing in businesses throughout the County, that is resulting in their business not only surviving, but thriving during a global pandemic combined with a downturn in our local economy due to the oil and gas industry crisis. They are constantly looking for new ways to serve their community, from Libations, the liquor store, to providing space for other local businesses to consign their products (like Rustic Roots), to Take and Bake gourmet meals, to preparing meals for our ag producers who are hard at work in the field, to their upcoming Nashville East event. Visit them soon, you will not be disappointed.

June 4 Planning and Priorities

Procurement Policy, Playground Equipment Funding Policy, Community clean up event, secondary suites, MDP next steps, update on enforcement issue, Goldfinch Industrial Area Structure Plan and servicing in area.

June 4 Community Futures Wild Rose Board Meeting

Annual Performance Report (included as addendum to my report) and found online here:

<http://wildrose.albertacf.com/performance-reports-3>

Financial variance report and discussed marketing plan and how to pivot with impacts of COVID, loan report with arrears, Regional Relief and Recovery Fund loan update, audit, Business Retention and Expansion Survey results, introduction of new Business Analyst, Three Hills office update, and Chestermere update.

The Regional Relief and Recovery Fund is a business support that can help fill in gaps other federal programs have left. Contact [Community Futures Wild Rose](#) for more information or to apply! When 75% of the loan is repaid the remainder is forgiven.

Details here:

<http://wildrose.albertacf.com/rrrf-wild-rose>

<https://www.wd-deo.gc.ca/eng/20059.asp>

The following link takes you to the federal government website that lists all the personal and business programs available.

<https://www.canada.ca/.../departm.../economic-response-plan.html>

June 5 Teleconference with MP Martin Shields, MLAs, Mayors, and Reeves in Bow River Riding

Supply chains, beef, small abattoirs, feedlots, and large processing plants, calls from seniors, promises for Old Age Security increased funding did not come in May, anticipate in July, planning for potential fall or spring election. Canadian Emergency Response Benefit funding extension and implications for businesses staffing. Canada is only G7 government running as a committee and not parliament.

June 8 Southern Alberta Broadband Meeting

Lethbridge County has retained new legal counsel and a new consultant. Discussion around risks (liability, other technology), municipal will to become telco, procurement, and MD of Taber's rural broadband strategy (they are willing to share as a template for use after complete). Will reconvene next week to review Request for Expression of Interest (RFEI) and firm up commitments to project.

June 9 Municipal Planning Commission

The Commission approved 2 Development Permits (including the Carseland Fire Station) and 3 Subdivisions.

June 11 Calgary Metropolitan Region Board Workshop

Reviewed scenario development process, draft scenarios (business as usual, compact, and transit-oriented development), preliminary analysis, initial impression, question and answer period facilitated.

June 11 WC Infinite Possibilities Business Collaboration Teleconference

WC Infinite Possibilities weekly collaboration meeting had Todd Hirsch, the renowned author, engaging speaker, and Vice President and Chief Economist for ATB Financial speak. Mr. Hirsch shared his forecasts for the economy, indicating we have to go back to the 1930s to see a similar contraction to what we're currently experiencing, however government response now differs from the austerity of that day, which likely extended the Great Depression. Also pointed out central bank response, which has ensured liquidity (not seeing the run on banks that happened then). Discussed job market (where economy becomes real for most people), effective rate is without doubt significantly higher than official rate, estimates >30% in reality. Shared analogy of pandemic future with 4 animals:

Koala – possibly the cutest animal, mostly harmless and defenseless, equivalent of responding to COVID with no fear or concern, relaunch economy quickly, however second wave fails to materialize, he estimates slim chance of this scenario, extremely unlikely.

Tarantula – terrifying looking, but essentially harmless to humans, approach with caution, monitor health measures, gradual open, but wrong predictions, no second wave, unlikely, assumes high probability of second wave.

Hippopotamus – adorable, but highly dangerous, don't approach relaunch with enough caution, drop safeguards, second wave with a vengeance, increased illness and death, worse impact to economy, more probable in his estimation.

Grizzly bear – we have trained responses to this known danger, decreases risk of death, increases odds of survival because we know what to do in attack, some risk, won't come out unscathed, but appropriate response mitigates risk, likeliest scenario in Mr. Hirsch's estimation.

Anticipating modest economic growth and recovery in 2021.

June 11 Wheatland Housing Management Board Meeting

COVID-19 financial impacts, financial reports for Social Housing and the Lodge, maintenance report, social housing report, ASCHA meeting info, contract with TSI, resident manager, CAO, and Chair report.

June 15 Southern Alberta Broadband Group

Consultant introduced, procurement discussion, project manager discussion, no RFEI presented. Group decided to pause project.

June 16 Council Meeting

Acknowledge loss of former Siksika leader, Roy Little Chief.

Staff Introductions - Manager of Fire & Emergency Services, Deputy Fire Chief.

Bylaw readings for a Land use Bylaw amendment regarding Speargrass (second and third reading), and first reading for a land redesignation, and another Land Use Bylaw amendment.

Wheatland Regional Corporation discussion.

Orica Limited (Carseland Manufacturing Plant) donation, Playground Equipment Funding Policy, regional Business Vitality Survey and analysis, Community Overview draft, appointment of Director and Deputy Director of Emergency Management, project progress report on Carseland Fire Hall, and review draft Wheatland County Fire Master Plan.

June 18 WC Infinite Possibilities Business Collaboration Teleconference

Brief call with updates on supports and initiatives.

June 18 Wheatland Housing Management Board Special Meeting

Needs Assessment Survey Committee, roles and responsibilities of committee, terms of reference, reviewed draft and possible timeline.

June 19 Video for Strathmore Wheatland Chamber of Commerce project

Represented Council in a video project showcasing how Wheatland region businesses are working to safely relaunch. A huge thank you to Patrick, our Economic Development Officer and Hayley Poirier, Chair of the Strathmore Wheatland Chamber of Commerce for the passion they bring and their commitment to our business community.

<https://www.youtube.com/watch?v=NAVGgxZvpHE>

June 24 Wheatland Family and Community Support Services Board Meeting

Updates on Strathmore Overnight Shelter and its use by Wheatland County residents, which is reportedly low though no statistics available, initial quotes on Review Engagement, Policy Handbook review, website issues, financial reports, and CAO report (Compass training, Indirect programs, and service relaunch anticipated July 6).

June 25 Municipal Partners Teleconference

Roundtable discussion regarding relaunch and municipal considerations.

June 26 Teleconference with MP, Martin Shields

Update from federal perspective and round table discussion regarding issues. I sympathize with MP Shields and his frustration at our Parliament not being able to govern, reducing the Opposition's ability to hold the government to account.

June 26 Calgary Metropolitan Region Board Meeting

Growth and servicing plan update with discourse on recent workshop and scenarios. Approval of request for an extension to Municipal Affairs (requesting 4 month extension to April 30, 2021), discussion regarding concerns surrounding engagement and impacts of public health measures due to pandemic and the fact that it's being conducted during the summer and mainly online. Approval of South and East Transportation Study as well as Integration of North and South and East Transportation Studies and approval to send to Alberta Transportation, along with a request for prioritized list of projects to be considered for stimulus funding. Transit background report. Approach to Development of Policy for Flood Prone Areas approved. Draft Recreation Policy approved (non-binding). Direction to have Governance Committee review policy for non-member municipality participation, asked to ensure our Indigenous neighbours are consulted appropriately, assured consultants are engaging. COVID round table.

I have heard from several Gleichen residents who are concerned about safety since the recent murder. My heart goes out to the family and friends of the victim as well as those exposed to the trauma of the situation. It is reassuring for immediate public safety that an arrest has been made and a suspect remanded. My sincerest gratitude to Gleichen RCMP and the Major Crimes Unit for their work on the investigation. However, I recognize there has been long standing issues and concerns about safety in the hamlet of Gleichen. I have been working with Siksika leadership, Gleichen RCMP, AGLC, Wheatland County administration, Peace Officers, and Family and Community Support Services, along with our local MLA Joseph Schow and MP Martin Shields, and at times local businesses, to look for strategies to help mitigate concerns. This work has been ongoing since I started on Council, though it has escalated recently due to additional concerns during the pandemic, which prompted me to also reach out to AHS. This is one of my top priorities and I am open to any ideas from community members. This is a complex situation, but together we will make things better.

Performance Results for 2019-20 Community Futures Wild Rose

Community Futures (CF) is a program that supports community economic development and builds the capacity of communities to realize their full sustainable potential. The purpose of the CF Program is to help communities develop and implement *local solutions to local problems*.

Community Futures Performance Results	Results as of 2019-20
<i>Strong rural community strategic planning and implementation</i>	
1. Total number of community-based projects (new & on-going)	13
2. Total number of local and regionally-based community strategic plans developed and/or updated	3
<i>Rural access to business development services</i>	
3. Total number of business training session participants	666
4. Total number of business advisory services	206
<i>Rural access to capital and leveraged capital</i>	
5. Dollar value of loans	\$1,075,043
6. Total number of loans	20
7. Number of jobs created/maintained/expanded through lending ¹	77
Provide additional Information (e.g. Success stories, Links to priorities, leveraging work, communication events, etc...)	
<p>The 2019/2020 Operating Year was a successful one for Community Futures Wild Rose (CFWR) with all WD targets being met or exceeded, and a three-year trend of loan disbursement under a million dollars reversed. Loan numbers were up to 20 (WD target 12) and loan disbursements of \$1,075,043 exceeded WD target by \$475,043 or 79%.</p> <p>Notable accomplishments include 17 participants from the CFWR region participating in the Chinook Entrepreneur Challenge, with a youth from Chestermere winning third place overall. A finalized Strategic Plan for 2019/2021 was created, and the General Manager updated the Board quarterly on progress related to targets and initiatives.</p> <p>The CFWR full-time staff all became members of the Board of Directors on local Chambers in our region with the General Manager joining the Chestermere Chamber, the CED Project Leader joining the Strathmore Chamber and Business Analyst joining the Three Hills Chamber. This has increased our presence in the business communities in these areas and enhanced the profile of CFWR. During this fiscal year, the organization hired a summer student who worked collaboratively with our CED Project Leader on Open Farm Days, created a new CFWR Marketing Plan and attended the RAYEC summer camp with the CFWR General Manager.</p> <p>The CFWR CED Project Leader was actively engaged in several initiatives in our region, facilitated strategic planning sessions for non-profits, created an Agri-tourism Cluster Innovation Challenge project, and entered</p>	

¹ Estimated at the time of lending

into a collaborative partnership with Community Futures Highwood's Succession Matching project set to launch in 2020 with all seven southern Alberta Community Futures offices. The CFWR Business Analyst emphasized building strategic partnerships with bank and Credit Union lenders resulting in increased referrals to the organization. There was a targeted and intentional emphasis placed on monthly business coaching sessions with entrepreneurs with a particular focus on CFWR loan clients.

We exceeded performance targets for loan portfolios and successfully expanded the diversification of industries in our loans. During this fiscal year, we were very pleased to welcome and work with three Entrepreneurs with Disabilities Program participants in our region, two existing business owners and one start-up. A mutually beneficial partnership with the Bow Valley College Strathmore Entrepreneur Centre is ongoing, with a focus on business training and workshop opportunities.

Our CFWR General Manager was appointed to the provincial CFNA Board of Directors. The CFNA annual Symposium was held in Grande Prairie this year with our General Manager attending on behalf of CFWR. Committees of Finance/Audit/Management-Personnel/Sustainability/Governance and Loan Sub-Committee continue to fulfill their functions when called upon. This fiscal year, the Board added an additional CED Committee that will fully launch next year. This committee will follow the same structure as the LSC, with three Board members and two members-at-large from our region. The Board of Directors received CFNA training on Community Economic Development. Two long-term LSC members retired this year, and a Board of Directors was voted as the new Chairperson and a member-at-large was appointed. The Director from Chestermere stepped down from the Board mid-year, but the City remains a Shareholder. We anticipate filling this vacancy soon.

Community Futures Wild Rose has sustained a strong financial position with \$6,815,836 Equity in our Investment Fund and a further \$849,311 in unencumbered operating reserves composed of capital assets and deposits. CFWR currently has \$1,984,412 invested in the CFNA provincial lending pool CFLIP account. Unforeseen but necessary expenses this year included a new firewall, year-round Bulletproof IT support and cyber insurance to protect the organization. This fiscal year saw WD permitting the increase of allowable withdrawal of Investment Fund loan interest. This gives the Board of Directors the flexibility to maintain a relatively robust position in the face of static funding levels by utilizing a portion of Investment Fund revenues to supplement normal operating fund.

At the end of the 2019/2020 fiscal year General Manager David Petrovich retired on March 6th, and the Personnel Committee has been actively seeking his successor.



WHEATLAND COUNTY

Councillor Monthly Report

Councillor: Scott Klassen

Division: 5

Reporting Period: June 2020

Report Date: June 25

<u>Committees / Meetings / Events – Topics of Interest</u>
<p>June 2 2020 – Council meeting via conference call (recorded)</p> <p>June 4 2020 – Planning and priorities meeting conference call and in person</p> <p>June 9 2020 – MPC via conference call (recorded)</p> <p>June 11 2020 – Cmrbr servicing and land use committee meeting via teleconference</p> <p>June 16 2020 – Council meeting via conference call and in person (recorded)</p> <p>June 16 2020 – WRC evening meeting, defined roles of WRC and Rockyford managing partner, it was explained the partner is responsible for all construction and has the final say, so many motions the board makes are invalid, I asked for supporting documents about this.</p>

Signature: _____



WHEATLAND COUNTY

Councillor Monthly Report

Councillor: Donna Biggar

Division: 3

Reporting Period: June 2020

Report Date: June 29, 2020

Committees / Meetings / Events – Topics of Interest

June 1st - WADEMSA – After, record low call numbers in March/April, May's call volume was a record high.

June 2nd – Council, Minutes and recording on County website.

June 3rd – Chamber of Commerce, the Chamber is part of first ever Virtual Fireworks for Canada Day. Hosted in Strathmore with coverage from Shaw TV and Global.

June 4th – Planning and Priorities, subjects discussed were: Playground Equipment policy, Secondary Suites, revision of the Municipal Development Plan, servicing for Division 3.

June 5th – Canadian Badlands, teleconference with CBT Board, Economic Development Trade & Tourism (EDTT) and Travel Alberta.

June 9th - MPC, Minutes and recording on County website.

June 11th – WC Infinite, Presentation by Todd Hirsch, Vice President and Chief Economist for ATB Financial.

June 11th – Canadian Badlands, Drumheller, met with executive board and staff.

June 15th – Economic Development, Patrick and Donna to work with Chamber, to educate businesses about My Business Google, update given on Broadband.

June 16th – Council, Minutes and recording on County website.

June 17th – Canadian Badlands, teleconference, Follow-up with EDTT and TA.

June 18th – Canadian Badlands, Drumheller, office clean-up, meeting with bank and accountant.

June 24th – WFCSS, Home Care staff are continuing services. Orica's \$5000.00 to go toward PPE for staff in the field.

June 25th - Canadian Badlands, Zoom, CBT Board is moving the Canadian Badlands in a new direction and vision. CBT have been working closely with partners, EDTT and Travel Alberta. It was decided to conclude the contracts with the current staff and move forward with extensive consultation with our Shareholders. (Counties, Villages, Cities and Towns within the Region.)

June 29th – Canadian Badlands, Drumheller, meeting with accountant. Go over grant reporting to EDTT. Financial reviews, and office clean-up.

Relevance to/Impact on Municipality

Council Action Required

Signature: _____



WHEATLAND COUNTY

Councillor Monthly Report

Councillor: Tom Ikert

Division: 4

Reporting Period: June 2020

Reporting Date: June 30/20

Committees / Meetings / Events – Topics of Interest

June 2 Council by teleconference (See County website for transcript)

June 4 Planning and Priorities Virtual

June 9 MPC Teleconference

June 11 CMRB Growth and Servicing Plan Committee. HDR Calthorpe Workshop #3

June 11 CMRB Land Use and Servicing Committee

June 11 Wheatland Housing Management Board

June 16 Council meeting at Council chambers (finally)

June 18 WHMB Survey meeting

“Courage is rightly esteemed the first of human qualities . . . because it is the quality which guarantees all others.” Winston Churchill

Signature: _____



WHEATLAND COUNTY

Councillor Monthly Report

Councillor: Glenn Koester

Division: 6

Reporting Period May 25 to June 25

Report Date: June 26

Committees / Meetings / Events – Topics of Interest

May

- 25 conference call WHMB (Barry and Sam)
WRC meeting
- 26 WHMB building committee
- 27 WHMB
- 28 WC education session benefits

June

- 1 WADEMSA
- 2 Council
ASCHA AGM
- 3 Planning and Priorities
WHMB trip to Innisfail
- 8 WRC performance review
- 9 MPC
- 10 WHMB meeting
- 16 Council
WRC
- 18 WHMB board and Community futures in attendance
- 19 Listened in on Rockyford council meeting in regards to WRC
- 22 WADEMSA
- 17 to 23 spent 20 hours rating 20 applicants to a RPF from WHMB
- 24 WHMB evaluation committee meeting

Ben Armstrong Division #7 June 2020 Monthly Report

- June 2 – Council – see website
- June 4 – Council planning and priorities for 2020-21
- June 9 – Municipal planning – see website
- June 11 – Drumheller Regional Conference call – area updates
- June 16 – Council – see website
- June 17 – Evening Annual meeting Drumheller Health Foundation
- June 18 – Drumheller & District Solid Waste
- June 19 – SAEWA Executive phone conference
 - no June Board meeting
 - proceeding with Grant applications through Regional Innovation Grants
 - RFP for position to design/build/operate
 - Sherry applying for business license \$365.00-one time
- June 26 – Alberta Care Conference call Zone 4&5
 - care conference Pincher Creek Sept 9-11 (information included)

A mistake that makes you humble is better than an achievement that makes you arrogant.

20th Annual Alberta CARE Conference

Please forward registrations & payment to:
ALBERTA C.A.R.E.
Linda McDonald, Executive Director
5212-49 Street
Leduc, AB T9E 7H5
Toll Free: 1.866.818.CARE (2273)
Cell: 1-780-668-6767
Fax: 780.980.0232
Email: executivedirector@albertacare.org
Web: www.albertacare.org

Who Should Attend?

- Municipal Elected Officials
- Waste Management Employees
- Public Works Employees
- Landfill Operators
- Government Waste Management Agencies
- Community Recycling Associations and Non-Profit Groups
- Waste Management Businesses
- Environmental Organizations
- School Boards, Education Facilitators
- Anyone interested in Reusing, Reducing, Recycling and Recovery

Silent Auction
Going once...
Going twice...

Beginning September 9th
Ending September 10th at 8pm

20th Annual Alberta CARE Conference

September 9th-11th
2020

Accommodations

Heritage Inn Hotel &
Convention Centre
919 Waterton Avenue; Hwy #6
Pincher Creek, AB

Book Accommodation under
Alberta CARE Room Block #143661
(403)-627-5000



Heritage Inn Hotel and Convention Centre



Ramada By Wyndham -

Book Accommodation under Alberta CARE Room Block



Super 8 by Wyndham -

Book Accommodation under Alberta CARE Room Block

20th Annual Alberta CARE Conference

September 9th- 11th
2020

Heritage Inn Hotel & Convention Centre
919 Waterton Avenue; Hwy #6
Pincher Creek, AB



Pincher Creek Echo



Wind Power



Tuesday, September 8th

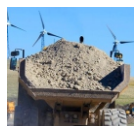
8:00 a.m. - 4:00 p.m. - Heritage Inn Hotel
SWANA Landfill Fire Training Course
Register at executivedirector@albertacare.org 780-668-6767 cell

Wednesday, September 9th

9:00 - 5:00 p.m. Registration and Exhibit Set Up

11:00 a.m. Light Lunch and Refreshments

12:30 p.m. TOUR #1



- MD of Pincher Creek - Town Bins Site
- Landfill Site
- Industrial Cell
- New Recycling Centre

(Buses Provided)

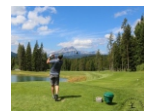
OR

TOUR #2 - Tentative



Waterton Shoreline Cruise to be determined by Transport Canada in the coming months due to the Covid-19 Pandemic restrictions

OR



Crowsnest Golf and Country Club
(1/2 hour from Pincher Creek)
Tee Time: 11:30 a.m.
"True Mountain Golfing, the Course is a Must Play"

(On Your Own)

5:00 p.m. COCKTAILS (Cash Bar)

6:00 p.m. Welcoming Remarks from Mayor of Pincher Creek
Welcoming Remarks from the Legislature

6:30 p.m. BUFFET BANQUET

8:00 p.m. Local Entertainment

\$475.00 Registration Per Person
Register 3 or more Delegates
and receive a....

10% Discount!

This Conference is Alberta Environment approved
for Continuing Education Units

**Cancellation Deadline
August 28th 2020**

Thursday, September 10th

7:00 a.m. Exhibit Viewing & Buffet Breakfast

8:15 a.m. Welcome – Tom Moore, Chairman, Alberta CARE

8:30 a.m. Crowsnest/Pincher Creek Overview
Alberta South West Regional Economic
Development Alliance
Bev Thornton, Executive Director

9:15 a.m. Southern Alberta Energy from Waste Association
(SAEWA)
Brooks, AB is the new site location for Sustainable
Energy Recovery from Non-Recyclables
Paul Ryan, SAEWA & Bow Valley Waste Commission
Ray Juska, Newell Solid Waste Commission, Brooks, AB

10:00 a.m. Wind Power Farms - Sustainable Energy Solutions
Wind Farm Decommission Process &
Reuse and Recycling
Transalta - Wayne Oliver, Operation Supervisor,
Pincher Creek

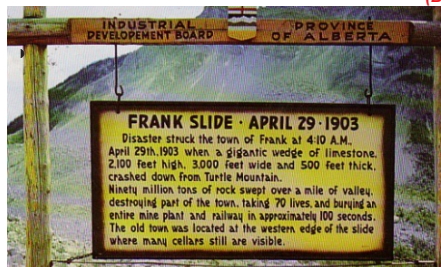
10:45 a.m. Grow The Energy Circle
Chis Perry - Perry Family Farms, Coaldale, AB
(Coffee Side Board During Morning Sessions)

11:30 a.m. 2019' Collection Site Awards of Excellence
Presented by ARMA

NOON BUFFET LUNCHEON

1:15 p.m. TOUR #3

- Crowsnest Heritage- Deadliest Landslide in
Canadian History
Frank Slide Interpretative Centre, Frank, AB
(Buses Provided)



Frank Landslide

5:00 p.m. COCKTAILS (Cash Bar)

6:30 p.m. BUFFET BANQUET

9:00 p.m. HOSPITALITY EVENING - Hosted by K&K Recycling

Friday, September 11th

7:00 a.m. Exhibit Viewing & Hot Buffet Breakfast

8:15 a.m. Extended Producer Responsibility (EPR)
Retail Council of Canada
John Graham, Director, Government Relations
(Prairies)

9:00 a.m. Advancing Alberta's Electronics Program
ARMA, Ed Gugenhiemer, CAO

10:00 a.m. COVID-19 Recovery - Waste Management
Alberta Health/Alberta Environment
Round Table with Delegates

11:30 a.m. Closing Remarks
Tom Moore, Chairman, Alberta CARE

11:45 a.m. Conference Ends

(Coffee Side Board During Morning Sessions)



Cattle Drive



Communities in Bloom



Veteran's Memorial Campground



Pro Rodeo Pincher Creek



Sentry Mountain,
Crowsnest Pass

ALBERTA Coordinated Action for
Recycling Enterprises (CARE)
1-866-818-2273 Toll Free
1-780-980-8089 Phone 1-780-668-6767 Cell
1-780-980-0232 Fax



Registration Form

ALBERTA CARE Conference 2020

September 9th-11th, 2020 Heritage Inn Hotel and Conference Centre
Accommodation: 403-627-5000 Block of Rooms under Alberta CARE #143661
Pincher Creek, AB

Names: _____

Organization: _____

Address: _____

Email Address: _____ Phone: _____

NO CHARGE FOR TOURS:

Please indicate the number attending Wednesday Tour #1 _____

**Waterton Shoreline Cruise to be determined by Transport Canada in the coming months
due to the Covid-19 Pandemic restrictions. Tour #2 - Tentative** _____

Please indicate the number attending Thursday Tour # 3 _____

Golf Fees 18 Holes \$89.25 with 1/2 Cart Free Range Balls (GST included) \$ _____

Sub Total \$ _____

Conference Fee: \$475.00 p.p \$ _____

LESS 10% (if 3 or more attend) \$ _____

GST \$ _____

Spouses or Guests attending meals:

Breakfast Buffet @ \$25.00 p.p. \$ _____

Luncheon @ 30.00 p.p. \$ _____

Buffet @ 60.00 p.p. \$ _____

TOTAL \$ _____

FAX TO: 780-980-0232

MAIL PAYMENT TO: Alberta CARE, 5212 49 Street, Leduc, Alberta T9E 7H5

EMAIL: executivedirector@albertacare.org

Please indicate any food allergies: _____

Wheatland County

Department Report

Regular Council Meeting

July 7, 2020

Report prepared by: Matt Boscariol for CAO Brian Henderson



Chief Administrative Officer Report – June 2020

Recommendation from Administration

That Council accept the Chief Administrative Officer Report for information.

Report

Administration

- Participated in June 9, 2020 Council meeting – most of Council met in Council Chambers, with members of the public calling into our conference call line, in accordance with Section 199 of *The Municipal Government Act*.
- Onboarded the Manager of Fire and Emergency Services.
- Reviewed reports, returned resident calls, and documented various issues related to major ongoing projects including the compost facility removal north of the Town of Strathmore, the Lakes of Muirfield Water Treatment Plant acquisition, and other ongoing projects.
- The compost operator must have all legacy materials removed from site by June 30th as per the County's Stop and Remedial Order's issued in July 2019. As of June 19, the following volumes have been removed from site:
 - Legacy Material: 6203.64 Mt
 - Lime: 1502.44 Mt

In conjunction with legal counsel, administration prepared for a plan of action for a post-June 30 inspection of the compost site. Administration continues to post removal updates on our website and forward all reports to adjacent landowners who have requested daily updated.

- Set the next Planning and Priorities session with Council on July 14, 2020.
- Reviewing transaction with 0747744 B.C Ltd., including payment structure and set up with Rocky View Utility Corporation (RVUC), land sale process, and interim wastewater solutions.
- Following up with various Council resolutions by way of Administration's Resolution Tracker (included in the report).
- Ongoing department Strategic Planning taking place based on Council's identified priorities. These will be brought forward at a future Planning and Priorities session.
- Approved County office re-opening guidelines. In accordance with County guidelines, the office will reopen on July 6, 2020. Administration will be monitoring any updates from the province that may change the course of action within these guidelines.

Fire and Emergency Services

- Full compliment of Fire and Emergency Services staff are now in place: Michael Bourgon, Manager of Fire and Emergency Services, and Thomas Jukes, Deputy Regional Fire Chief.
- The Fire Master Plan was brought to June 9th's Regular Meeting of Council, in draft format, to solicit feedback. Staff are incorporating the feedback into the Master Plan. Staff are also reviewing the Fire Master Plan with the Regional Fire Chiefs and Associations for further input.
- Development Permit for the new Carseland Fire Hall was approved at the June 9, 2020 Municipal Planning Commission.

- The Carseland Fire Hall Steering Committee continues to meet to plan for the land and site preparation for the hall. County forces will be prepping (cutting the grass), stripping, grading, and graveling the site.
- The County Project Manager and third-party consultants will be preparing the 60%, 90%, and 100% documents that will complete the tender package. At each stage, administration will review and keep Council apprised.

People Services:

- The Manager of Operations position closed on June 19, 2020; screening, interviewing, and candidate selection will be made by mid-July.
- The benefits program (Group Source) was implemented to Council and County employees effective June 1, 2020; several virtual group training sessions were conducted in May and June.
- Approved for 2 grant applications in June: Strategic Transportation Infrastructure Program Grant and Canada Summer Jobs Grant. The summer student is slated to begin at the end of June for the Hamlet Operations.
- Communicated approvals to the Community Enhancement Regional Board (CERB) applicants and processed funding.
- Preparation for the annual Safety COR audit began on June 17, 2020; this year's audit is external and will be performed digitally by Clearwater County.
- The new Wheatland County website was publicly launched on June 15, 2020; ongoing support will be provided to Council, staff, and visitors requiring assistance with finding information within the new site.

**Wheatland County
Council Resolution Tracker
June 9th, 2020**

Purpose: To document completed items from previous Council Meetings and show unresolved Council Resolutions.
Green highlighted resolution numbers denotes completed actions. Green resolutions will be removed from this report after Council approval.
Yellow highlighted resolution numbers denotes outstanding resolutions.

Meeting Date	Council Resolution #	Issue / Item	Update	Date Completed	How it was completed
April 7th, 2020	CM-2020-04-09	Procurement Policy review	Staff has reviewed policy, bringing forward to June 4th, P&P for further direction. Update - reviewed at P&P, coming back to Council for approval July 7th, 2020.	Ongoing	N/A
April 21st, 2020	CM-2020-04-36	Bylaw 2020-12 (Division 4)	Staff are reviewing setback requirements and working with applicant.	Ongoing	N/A
April 21st, 2020	CM-2020-06-51	Playground Equipment Funding Policy	Staff has reviewed policy, bringing forward to June 16th. Amendment to #4 in policy. Approved	June 17th, 2020	Community Services Coordinator made amendment.
April 24th, 2020	SCM 2020-04-04	Lakes of Muirfield Transaction	Press release completed, transaction still ongoing	Ongoing	N/A
May 5th, 2020	N/A	Administration to look into logistics of meeting in person.	Contacted MA and RMA, reviewed Alberta Regulation 50/2020, waiting for further clarification from MA. Options provided to Council - re: Administration must still attend electronically	Ongoing	Email from Municipal Affairs sent to Council on May 21st, 2020.
May 5th, 2020	CM-2020-05-26	RMA Fall Central Meeting, Rosebud Hall 1st, Cheadle Hall 2nd	Staff continue to monitor COVID-19 updates, contact RMA for alternative virtual plans.	Ongoing	N/A
May 19th, 2020	CM-2020-05-48	Bylaw 2019-36 Speargrass secondary suites	Staff to review, bring back further clarification.	16-Jun-20	2nd and 3rd Reading passed.
May 19th, 2020	CM-2020-05-55	Redland Servicing	Staff to follow up with Public consultation, provide costs of project.	Ongoing	N/A
June 2nd, 2020	CM-2020-06-15	Borrowing Bylaw - DDWSMA	Advertising will take place for 2 consecutive weeks, 15 day petition allowance, then back to Council at the July 7th meeting for second and third reading.	Ongoing	N/A
June 2nd, 2020	N/A	Council expenses year to date	Sent via email with explanation	June 4th, 2020	Via email.
June 2nd, 2020	CM-2020-06-25	Library Funding - Current year funding \$44,670.	Letter sent out to Libraries, noting approval of current year funding.	June 4th, 2020	Via letter to all libraries on June 5th.
June 2nd, 2020	CM-2020-06-26	Library Funding - 2021 funding to be reviewed	Letter sent out to Libraries, noting review of future year funding funding. (same letter as above).	June 4th, 2020	Via letter to all libraries on June 5th.
June 2nd, 2020	CM-2020-06-26	Library Funding - 2021 funding to be reviewed	To set date date for review (Fall 2020) - future planning and priorities meeting, prior to the 2021 budget.	Ongoing	N/A
June 2nd, 2020	CM-2020-06-27	CERB Funding allocations.	Letters mailed out to CERB grant recipients, noting cheques will be mailed first week of July.	June 4th, 2020	Letters mailed to CERB recipients.
June 2nd, 2020	N/A	Council remuneration - teleconferences, Council responsibilities with general council duties.	Reviewing currently - bring back at July 14 Planning and Priorities session.	Ongoing	N/A - Corporate and Financial Services Lead

June 4th, 2020	N/A	Community Clean-up event	Staff evaluating scope of event - bring forward to July 14 P+P	Ongoing	N/A - Community Services Lead
June 4th, 2020	N/A	Municipal Development Plan - Engagement	Presented at Planning and Priorities - update to engagement strategy - bring report back to Council - July 14th P+P	Ongoing	
June 4th, 2020	N/A	Area Structure Plan Review	Concurrently with MDP work, begin work on reviewing County ASP's. Bring report to July 14 P+P	Ongoing	N/A - Planning Lead
16-Jun-20	N/A	Fire Master Plan - FINAL DRAFT	Presented at the June 16 Council meeting. Several amendments requested, and circulation to associations required for final feedback.	Ongoing	N/A - Fire Services Lead
16-Jun-20	CM-2020-06-50	Orica Letter of Thanks	Craft thank-you letter and send to Orica	18-Jun-20	(A)CAO / GM sent to Orica Carseland Manufacturer on behalf of Reeve and Council - cc CAO.
16-Jun-20	N/A	Hussar School Lands - Golden Hills School Division	(A) CAO / GM presented correspondence. Circulated to Council - interested in transferring lands to Village of Hussar. Sent official correspondence to Golden Hills to begin process after Council consensus.	Ongoing	(A)CAO / GM Lead
16-Jun-20	N/A	Community Profile	Presented to Council. Amendments and edits to be sent to staff by Council. To bring forward to the next Council meeting	Ongoing	Economic Development Lead
16-Jun-20	CM-2020-06-45	Landfill 1st reading by Hussar Bylaw #2020-03	PH discussion and when and where to hold it. Try to book something in Hussar in Aug.	Ongoing	Planning Lead
16-Jun-20		Handi-Bus	Council Representative to communicate why their funding was cut. Continue CVIP Inspections - was it included in the budget? Budget line-item search - finance	Ongoing	Finance Lead

Wheatland County

Department Report

Regular Council Meeting

July 7, 2020

Report prepared by: Tracy Buteau, GM of Corporate and Financial Services



Corporate Services Report to Council

Recommendation from Administration

That Council approves the Corporate and Financial Services Monthly Report dated July 7, 2020 as information.

Report

Staff in the Corporate and Financial Services department continue to be very active improving current processes through innovative ideas, software, and process improvement. The Procurement Policy has been finalized and added to the July 7, 2020 Council agenda. An asset management cross functional staff committee has been formed to research and apply for a grant for asset management through the Federation of Canadian Municipalities (FCM).

Assessment

- Staff continue to respond to ratepayers' inquiries regarding assessment values included on the 2020 tax notice. The assessment value is based on a July 1, 2019 market valuation date. The deadline to file an assessment complaint is July 14, 2020.
- Staff are preparing information for a detailed assessment audit by the Assessment Services Branch of Alberta Municipal Affairs.
- Staff continue to work on a new process called the Residential Request for Information (RRFI) survey. The purpose is to update the 2020 Assessment within the compulsory general assessment re-inspection cycle of improved properties situated on the east side of the County within ranges 17 to 20:
 - There are approximately 255 total improved properties within ranges 17 to 20 subject to the re-inspection cycle
 - In early June, staff mailed out 198 surveys to properties with a single residence requesting the property owner provide pertinent information about their residence and residential outbuildings.
 - The RRFI survey response options include online, email, mail, or fax. As of June 24, the County has received 57 responses. The response deadline is July 31.
- The Senior Assessor is preparing for Designated Industrial Property (DIP) inspections within Ranges 20 and 21, as per a contract with Alberta Municipal Affairs.
- On June 11, staff received 2020 orthophotos. The photos were added to MuniSight.

Financial Services

- Accounts Payable:
 - Electronic Funds Transfer (EFT) payment system enablement is being tested to allow vendors invoices and employees, Councillors, and board members expenses to be paid electronically instead of by cheque.
 - EFTs will require less mail outs which will see a savings and be more convenient for recipients.
- Budget:
 - Finance and IT continue to implement Questica, an easy to use and comprehensive operating and capital budgeting software solution.
 - Finance reviewed and streamlined the operating budget account number and naming structure to create consistency of accounts across all County departments.
 - The 2020 Final Approved Operating Budget was uploaded to the County's Questica website.
- Cash flow management: Monitoring expenses and incoming cash flow to ensure interest income is optimized.
- Financial reporting: Review of general ledger to ensure accruals are recorded and reversed for financial reporting.
- A revised Capital Project Tracker will be sent to staff each month to update capital projects.
- Taxes:
 - Staff processed June TIPPS payments. Regular general ledger to sub-ledger balancing occurred, as well as answering various inquiries from residents.
- Utilities:
 - Staff processed June utility consumption and utility bills. Utility bills for June consumption were mailed in the first week of July.
 - eSend is being planned for release in August. This will provide residents with the option to receive their bills by email. E-billing (eSend) will allow cost savings on processing letter mail and postage.

Information Technology

- Neptune 360 is fully implemented, and staff is now working with the Utilities and Finance team to integrate Lakes of Muirfield customers into the Neptune / Diamond system for future billing.
- As part of the digital signature project, two key vendors that are locally supported and can integrate with Laserfiche are being considered. This provides the ability to have auditable documents signed remotely and securely.
- The new website has been released which will allow for easier template updates, service-based navigation, self-serve functionality and the ability for Administration to keep their content current.
- Firehall onboarding continues with installs completed in Cluny. We are looking to consolidate the internet between the firehall and the grader maintenance shop via wireless transmitters to reduce monthly internet fees. Gleichen, followed by Carseland, are the next sites to be onboarded to our

corporate network and security.

- MRF equipment installs have been completed for the ASB AVL/Spray Truck project and training will begin early July.
- Continued remediation of Information Service & Security items:
 - IT Directives continue to undergo internal revisions.
 - Further testing is occurring with backups to assist in hardening our backup strategy.
 - The County is looking into network level scanning technology for identifying hidden communication threat patterns that may not be caught by antivirus software or firewalls.
- Laserfiche Business Process / Workflow Automation projects:
 - HSE Incident forms are undergoing revisions by Administration.
 - Building inspection forms are almost ready for production release and use.
 - Accounts Payable workflow automation continues in project discovery phase and have demoed a Laserfiche based “turnkey” solution that integrates with Diamond.
 - Building permit workflow automation process is now in the build phase and the initial forms have been created.
 - Event request, workflow and permitting process is also in the build phase. This includes fireworks permits, community firepit permit, noise bylaw exception permit, and other public works and dignitary request processes.
 - Vehicle & Equipment Inspection forms (DVIR/CVIP) from MRF have been completed and are ready for initial review.
 - EFT Payment Request forms have been completed and are undergoing workflow testing.
 - eSend, the ability to email utility bills, including the request form process has been drafted. With the direction of the Finance team, this process will be fully ready for release in August.
- Records Management projects:
 - As return to work is in sight, we are looking to seek action and decisions around engaging offsite storage vendors to reduce our onsite storage risk profile.
 - Since many on site projects have been deferred, a new strategy to store, scan and deliver documents is underway.
 - Work is currently underway to better understand how the County can proceed with digital documents and files, especially documents that require corporate seals.

Wheatland County

Request for Decision

Regular Council Meeting

July 7, 2020

Report prepared by: Tracy Buteau, GM of Corporate & Financial Services



Procurement Policy 2.1

Recommendation from Administration

That Council approve the amendments made to Procurement Policy 2.1 dated July 7, 2020.

Chief Administrative Officer's Comments

N/A

Report

At the April 4, 2020 Regular Meeting, Council directed Administration to review the Wheatland County Procurement Policy and provide a recommendation to Council regarding procurement best practices. Administration presented the policy to Council at a Planning and Priorities session for information and discussion purposes.

Council informed Administration that it values local goods and/or services however according to trade agreements, preferential treatment to local vendors for competitions greater than seventy-five (\$75,000) dollars for goods and/or services or construction greater than two hundred thousand (\$200,000) dollars could be legally challenged. To avoid legal challenges or bid protests, Administration added the following clause, reviewed by legal counsel, to address consideration to local goods and/or services:

"When procuring deliverables under the trade agreement thresholds, consideration should be given to obtaining quotes from local suppliers whenever possible. Quotes from local suppliers may be accepted if the price is within 5% of the lowest quote obtained."

It is important to note that staff must still do their due diligence and obtain quotes outside of the local area as well. Generally, when working with trade agreement thresholds, procuring entities must ensure that procurements meet four principles that include: openness, non-discrimination, non-circumvention, and transparency.

The New West Partnership Trade Agreement (NWPTA) outlines procurement provisions between British Columbia, Alberta, Saskatchewan, and Manitoba. All tender notices must be published under the Alberta Purchasing Connection (APC) for good and/or services greater than \$75,000 and construction greater than \$200,000.

The Chief Administrative Officer (CAO) has been delegated to incur expenditures through this policy that have been approved through the budget.

Since the Planning and Priorities session, a clause has been added regarding contract splitting to address trade agreement rules that a procurement cannot be divided to avoid the obligation of the trade agreements.

Further, a standard clause has been added regarding a supplier's conduct and conflicts of interest.

The acronym "RFx" was added to cover all bid documents such as Request for Proposal (RFP), Request for Quotation (RFQ), Request for Tender (RFT) among others. Under employee responsibilities, prior to a purchasing decision, staff will review current legislation and ensure the proper RFx document is being used as part of the compliance process.

Under Procedure, Section B. "two verbal quotes" was amended to "two written quotes" to reflect the current practice in the organization.

Under Procedure, Section E. Construction (\$75,000 to \$200,000). Staff noted that the current policy treats this amount as if it falls under trade agreements even though these amounts are under the thresholds. Although this is a good practice, Administration recommends staff create an RFP and post on the County website and other procurement websites. This will allow the County to accept a price from a local supplier if the price is within 5% of the lowest quote obtained.

Changes were made to Schedule A to reflect the above policy amendments with managers and General Managers approving contracts, according to spending authority guidelines.

Administration will continue to monitor this policy after it is approved by Council and bring back further recommendations for improvements.

Relevant Policies, Practices, and Legislation

As Council is aware, the County is legally obligated to adhere to the Canadian Free Trade Agreement (CFTA), the New West Partnership Trade Agreement (NWPTA), as well as other trade agreements, and the Municipal Government Act, Freedom of Information and Protection of Privacy Act (FOIP) and its own policies.

Alignment with the Strategic Plan

Providing consistent, accountable, innovative governance.

Response Options

Option 1: THAT the proposed recommendation is accepted/approved.

Option 2: THAT the proposed recommendation is not accepted/approved.

Option 3: THAT an alternate recommendation is accepted/approved.

Implications of Recommendation

General

Procurement activities secure the best value for money for all goods, services, and construction to maximize value for the residents of Wheatland County and ensure compliance with all applicable laws, regulations, policies related to procurement activities.

Organizational

The Organization and Council will have a policy in place to ensure staff are adhering to trade agreements and thresholds as well as best practices in procurement.

Financial

Continue to monitor the policy after it is approved and ensure it remains up to date.

Environmental, Staff, and Public Safety

The policy provides direction to employees related to procurement.

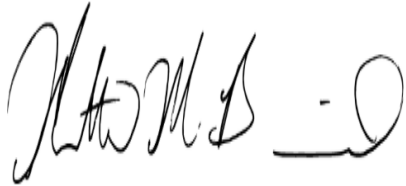
Follow-up Action / Communications

The amended Procurement Policy will be distributed to staff for review and added to the website.

Report Approval Details

Document Title:	Procurement Policy 2.1.docx
Attachments:	- Procurement Policy final draft.docx - Procurement Policy track changes.docx
Final Approval Date:	Jun 29, 2020

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

A handwritten signature in black ink, appearing to read 'Matthew Boscarol' with a stylized flourish at the end.

Matthew Boscarol

CORPORATE AND FINANCIAL SERVICES POLICY SECTION 2	2.1. PROCUREMENT POLICY Page 1/14
Effective Date: Full Policy Review, September 3/13 CM Res.13-09-17	Revised: July 7/20 CM Res.

PURPOSE

To obtain goods and/or services and construction (procurement) while achieving best value through a transparent, fair and competitive process with a focus on customer service.

POLICY

Wheatland County is committed to conducting procurement in compliance with all applicable legislation, policies and procedures in an open, fair, and transparent manner that assures equal access to qualified suppliers and achieves best value for its residents. All employees must conduct themselves in a professional and ethical manner when procuring and where possible must consider innovative solutions during procurement activities. The purchasing and supply function must fully embrace the philosophy of continuous improvement with the intent that Wheatland County will continue to be a leader in advanced public procurement solutions that are quality focused. Employees must adhere to the guidelines set forth in this policy and in all purchasing activities.

Release of Information: Employees must not release information to any potential supplier that is not intended to be made available to all potential suppliers.

Documentation: Appropriate procurement documentation must be in place before a purchase, including but not limited to service contracts, purchase orders, agreements, or written quotations.

Total Cost of Ownership: Where appropriate, employees will consider the total cost of ownership in procurement activities.

Local Procurement: According to applicable trade agreements, the County cannot give preferential treatment to local suppliers for competitions over a seventy-five thousand (\$75,000) dollar threshold for goods and/or services or two hundred thousand (\$200,000) for construction.

When procuring deliverables under the trade agreement thresholds, consideration should be given to obtaining quotes from local suppliers whenever possible. Quotes from local suppliers may be accepted if the price is within 5% of the lowest quote obtained.

As part of the procurement process, employees may identify and consider the Country of Origin. The procurement from overseas suppliers will be limited, especially where competitive Canadian products and services are available, provided that no legal or funding-related limitation exists for the specific procurement. Where competitive Canadian goods and/or services are not available, consideration will be extended to Canadian Value-Added goods and/or services and Canadian Suppliers as an order of priority, provided that no legal or funding-related limitation exists for the specific procurement

Environmental and Ethical Standards: Where practically possible, Wheatland County will meet the highest possible environmental and ethical standards. Employees may identify and purchase environmentally and ethically preferred products and services when available for the intended purpose at a competitive price. Methods of accomplishing this may include but are not limited to requesting that environmental or ethical policies and procedures of a vendor be included with quotes or proposals or including environmental or ethical considerations in the evaluation scoring processes.

Negotiation Practices: All employees having responsibility for purchasing activities are expected to negotiate with the best interests of the County.

Authorization: No procurement shall be authorized unless it is compliant with this Policy and Schedule A.

Council: Is it the role of Council to establish policy and approve expenditures through the County's budget approval process. Through this Policy, Council delegates the CAO to incur expenditures in accordance with approved budgets.

MGA: Employees must follow regulations as set out in the Municipal Government Act (MGA), Section 248 Expenditure of Money.

Exemption: Procurement not subject to this Policy is listed in Schedule B. The final determination of whether procurement qualifies for exemption under Schedule B shall be determined by the General Manager. This may also include single source procurement however documentation must still be gathered on why the single source was chosen.

Contract Splitting: Subdividing, splitting or otherwise structuring procurement requirements or contracts to reduce the value of the procurement or in any way circumvent the requirements or intent of this Policy is not permitted.

Supplier's Conduct and Conflicts of Interest: The County requires its suppliers to act with integrity and conduct business in an ethical manner. The County may refuse to do business with any supplier that has engaged in illegal or unethical bidding practices, has an actual or potential conflict of interest or an unfair advantage or fails to adhere to ethical business practices.

DEFINITIONS

“Bid” means a submission in response to a Solicitation Document, and includes proposals, quotations, or responses.

“Canadian Good” means a good which, if exported outside of Canada, would qualify as a good of Canada under appropriate rules of origin as per the Canadian Free Trade Agreement.

“Canadian Service” means a service provided by a natural person based in Canada as per the Canadian Free Trade Agreement.

“Canadian Supplier” means a supplier that has a place of business in Canada as per the Canadian Free Trade Agreement.

“Canadian Value-Added” means: (a) in relation to services, the proportion of the service contract performed by natural persons based in Canada; and (b) in relation to goods, the value of the portion of the good produced in Canada or the difference between the dutiable value of imported goods and the selling price, taking into account any value-added by manufacturers and distributors, and including any costs in Canada related to research and development, sales and marketing, communications and manuals, customization and modifications, installation and support, warehousing and distribution, training, and after-sales service.

“Construction” means a construction, reconstruction, demolition, repair or renovation of a building, structure or other civil engineering or architectural work and includes site preparation, excavation, drilling, seismic investigation, the supply of products and materials, the supply of equipment and machinery if they are included in and incidental to the construction, and the installation and repair of fixtures of a building, structure or other civil engineering or architectural work, but does not include professional consulting services related to the construction contract unless they are included in a procurement.

“Environmentally Preferred” means products or services that have a lesser impact on human health and the environment when compared with competing products or services. This comparison may consider raw materials, acquisition, production, recycles content, manufacturing, waste management, packaging, distribution, re-use, operation, maintenance, or disposal.

“Ethically Preferred” means products or services that are produced or delivered under conditions that meet or exceed the standards for employment conditions and human rights for manufacturers and suppliers established by national or provincial governments, or the International Labour Organization.

“Goods” refers to moveable property and includes raw materials, products, equipment, and other physical objects of every kind and description whether in solid, liquid, gaseous, or electronic form as per the Canadian Free Trade Agreement.

“Total Cost of Ownership” means the cost over the full lifetime of a product. Examples of costs include maintenance, insurance, staffing, training, disposal, and cost savings that may be achieved over the lifetime of the product such as environmental efficiencies (i.e. energy saving or water use) or potential revenues.

“Procurement” means a set of activities performed by Wheatland County to facilitate the acquisition of procurement in response to a business need.

“RFX” is an acronym that means “request for x”, with x representing any of the form bid documents used to obtain information or cost estimates for the sourcing and/or procurement of goods, services or construction. Bid documents can include: Request for Bid (RFB), Request for Information (RFI), Request for Proposal (RFP), Request for Quotation (RFQ), Request for Tender (RFT), Expression of Interest (EOI) and Request for Prequalification (RFPQ) among others.

“Services” means services supplied or to be supplied, by a person.

“Single Source” refers to procurement that is only available by one provider or company, where additional quotes cannot be obtained due to the uniqueness or other vendor limitations.

EMPLOYEE RESPONSIBILITIES

All procurement activities must be conducted with integrity, openness and transparency, and all employees involved in procurement activities must act in a manner consistent with Wheatland County Human Resources Policy Section 6.1, Code of Conduct and Ethics, as well as all other applicable County policies. Responsibilities of employees as defined in Policy Section 6.1 include but are not limited to avoidance of conflicts of interest, protection of confidential or sensitive information, and adherence to a professional standard of conduct.

In addition to all responsibilities outlined in this Policy, employees shall endeavour to secure the best value for money to maximize value for the residents of Wheatland County, and ensure compliance with all applicable laws, regulations, policies and procedures related to procurement activities. Employees are responsible for evaluating the performance of suppliers and reviewing available performance evaluations for bidding suppliers prior to purchase as per Wheatland County's Performance Management Policy 2.14.

Prior to a purchasing decision, employees will review current legislation such as the NWPTA to ensure that procurement is in compliance. When making any purchasing decisions, proper process, protocol and accurate record maintenance are crucial to ensure a fair and equitable process for all involved and to ensure that employees and rate payers are protected from any possible challenges that could arise.

REFERENCES

Policies

- Corporate and Financial Services Policy 2.14 Performance Management – Contracted Services
- Human Resources Policy Section 6.1 – Code of Conduct and Ethics

Bylaws

- Records Retention and Disposition Bylaw 2018-23

External

- Canadian Free Trade Agreement (CFTA)
- Agreement on Internal Trade (AIT)
- New West Partnership Trade Agreement (NWPTA), formerly the Trade, Investment and Labour Mobility Agreement (TILMA)
- Municipal Government Act (MGA)
- Freedom of Information and Protection of Privacy Act (FOIP)

PROCEDURE

A. Low Dollar Value Procurements (up to \$5,000) – as per Schedule A

A low dollar procurement shall utilize applicable County contracts and shall otherwise be in accordance with this Policy.

Quotes: Obtaining competitive quotes is considered a good business practice and where practical, quotes should be obtained.

Corporate Credit Card: A corporate credit card may be used for low dollar value procurements provided the user complies with the section on corporate credit cards within this Policy.

Records Management: All information on this procurement must be documented and maintained on file as outlined in the current Records Retention and Disposition Bylaw.

RFx: Low dollar procurements do not require a bid process.

B. Informal Quotation (\$5,001 to \$20,000) – as per Schedule A

An informal quotation procurement shall utilize applicable County contracts and shall be in accordance with this Policy.

Two Written Quotes: An informal quotation process shall be used wherein two written quotations are requested.

Corporate Credit Card: A corporate credit card may be used for informal quotation procurements provided the user complies with the section on corporate credit cards within this Policy.

Records Management: All information on this procurement must be documented and maintained on file as outlined in the current Records Retention and Disposition Bylaw.

RFx: Informal quotation procurements do not require a bid process.

C. Semi-Formal Quotation (\$20,001 to \$74,999) – as per Schedule A

Semi-formal quotation procurement shall utilize applicable County contracts and shall otherwise be in accordance with this Policy.

Three Written Quotes: A semi-formal quotation process shall be used wherein a minimum three written quotations are requested.

Records Management: All information on this procurement must be documented and maintained on file as outlined in the current Records Retention and Disposition Bylaw.

RFx: Semi-formal quotation procurements do not require a bid process.

D. Goods (greater than \$75,000) – as per Schedule A Services (greater than \$75,000) – as per Schedule A

RFx: To comply with requirements of trade agreements such as the NWPTA, any procurement for goods and/or services greater than \$75,000 shall consist of a formal bid document process. The bid document will be posted on the Alberta Purchasing Connection (APC) and Wheatland County website.

Authorization: All amounts greater than \$75,000 shall be authorized by the General Managers prior to awarding.

Records Management: All information on this procurement must be documented and maintained on file as outlined in the current Records Retention and Disposition Bylaw and trade agreements.

E. Construction (\$75,000 to \$200,000) – as per Schedule A

Any construction procurement between \$75,000 and \$200,000 shall consist of a Request for Proposal (RFP) process. The RFP will be posted on the Wheatland County website and other procurement websites.

When procuring deliverables under the trade agreement thresholds, consideration should be given to obtaining quotes from local suppliers whenever possible. Quotes from local suppliers may be accepted if the price is within 5% of the lowest quote obtained.

Authorization: All amounts between \$75,000 and \$200,000 shall be authorized by General Managers prior to awarding.

Records Management: All information on this procurement must be documented and maintained on file as outlined in the current Records Retention and Disposition Bylaw.

F. Construction (greater than \$200,000) – as per Schedule A

RFx: To comply with requirements of trade agreements such as the NWPTA, any procurement for construction greater than \$200,000 shall consist of a formal bid document process. The bid document will be posted on the Alberta Purchasing Connection (APC) and Wheatland County website.

Authorization: All amounts greater than \$200,000 shall be authorized by the General Manager prior to awarding.

Records Management: All information on this procurement must be documented and maintained on file as outlined in the current Records Retention and Disposition Bylaw and trade agreements.

G. Corporate Credit Cards

Authorization: The General Manager of Corporate and Financial Services shall approve who is authorized to have a corporate credit card and those authorized must sign an agreement for the use of the card as attached to this policy as Schedule C.

Requirements for Use: Schedule C outlines employee requirements for purchasing and using a corporate credit card. Only budgeted and approved expenditures may be made using a corporate credit card. Any purchase over the employee's limit must be approved by a supervisor prior to purchase.

Record Management: Employees who have been issued corporate credit cards will be responsible for maintaining accurate documentation of all purchases and submitting all required backup to the Finance Department with the monthly credit card statement. Any missing documentation must be obtained by the card holder and submitted to the Finance Department. Employees who do not maintain accurate documentation may have their corporate credit card revoked.

DOCUMENT OWNER

Chief Administrative Officer

ADDENDUM TO 2.1 PROCUREMENT POLICY FOR GOODS, SERVICES AND CONSTRUCTION

SCHEDULE A – Levels of Contract Approval Authority

All applicable taxes and duties shall be excluded in determining the price of a contract for the supply of goods and/or services for the purpose of the relationship of the price to the preauthorized expenditure limit. In the case of multi-year supply good and/or service contract, the preauthorized expenditure limit shall refer to the estimated annual expenditure under the contract.

Where there is an immediate threat to public health, maintenance of essential services, or the welfare and protection of persons, property, or the environment and the situation requires immediate need for goods and services to mitigate the emergency, a competitive procurement process is not required.

Only under a Council declared State of Local Emergency shall any expenditure exceed the Council approved budget. All procurement shall follow the guidelines outlined by Provincial or Federal legislation.

Preauthorized Expenditure Limits for Contracts

Dollar Value (excluding taxes, duty or shipping)	Minimum Requirements	Approval Authority Within Current Budget Year
Up to \$5,000	Quotes / single source	Managers
>\$5,001 to \$20,000	Two written quotes requested	Managers
>\$20,001 to \$74,999	Three written quotes requested	Managers
>\$75,000 Goods and Services	RFx	General Managers
>\$75,000 to \$200,000 Construction	RFP	General Managers
>\$200,000 Construction	RFx	General Managers

ADDENDUM TO 2.1 PROCUREMENT POLICY FOR GOODS AND SERVICES

SCHEDULE B – Goods and Services NOT Subject to this Policy

The following items are not subject to this Policy, provided that their cost is not greater than \$75,000 as per the NWPTA, unless they are specifically referred to in Part V:

Exceptions, of that agreement.

- Conferences, Seminars, Courses and Conventions
- Magazines, Subscriptions, Periodicals
- Memberships
- Employee Development
- Employee Workshops
- Payroll deductions
- Tax remittances
- Postage
- Charges to and from other Governments
- Newspaper advertising
- Retirement and other recognition awards
- Licenses, certificates, and other required approvals
- Election materials
- Contributed assets
- Insurance (property, liability, etc.)
- Construction work completed by Railways (CN and CP) and billed to Wheatland County
- Items available from only one supplier (i.e. sole sourcing)

ADDENDUM TO 2.1 PROCUREMENT POLICY FOR GOODS AND SERVICES

SCHEDULE C – Corporate Credit Card Usage Waiver

Wheatland County may issue a corporate credit card to certain employees for use in their positions; this waiver sets out the acceptable and unacceptable uses of such corporate credit cards. Use of Wheatland County-issued credit cards is a privilege, which Wheatland County may withdraw in the event of any abuse. Any corporate credit card issued to an employee must be used for business purposes only, in conjunction with the employee's position duties. Employees with corporate issued credit cards shall not use them for any non-business, non-essential purpose, i.e., for any personal purchase or any other transaction that is not authorized or needed to carry out their duties. Employees must pay for personal purchases (i.e., transactions for the benefit of anyone or anything other than the Wheatland County) with their own funds or personal credit card. Wheatland County will not regard expenses for one's own business-related use, such as lodging and meals while on Wheatland County-approved business trips, as personal purchases, as long as such expenses are consistent with Wheatland County's Travel and Expense Policy. If any employee uses a corporate credit card for personal purchases in violation of this waiver, the cost of such purchase(s) will be considered an advance of future wages payable to that employee, and will be recovered in full from the employee's next paycheck; any balance remaining will be deducted in full from subsequent paycheques until the wage advance is fully repaid. Such deductions may take the employee's pay below minimum wage for the pay period(s) in question. An employee may also provide repayment in the form of cash, cheque, or electronic payment (Interac or personal credit card) prior to any payroll deductions. If an employee uses a corporate credit card for any other type of unauthorized transaction in violation of this waiver, i.e., incurs financial liability on Wheatland County's part that is not within the scope of the employee's duties or the employee's authorization to make business-related purchases, the cost of such purchase(s) or transaction will be the financial responsibility of that employee, and the employee will reimburse Wheatland County. Such deductions will be in the amount of the unauthorized purchase(s), but if a deduction for such amount would take the employee below minimum wage for the pay period in question, the deductions will be in equal increments that will not take the employee's pay below minimum wage for any pay period involved. In addition to financial responsibility and liability for wage deductions, any purchases an employee makes with a corporate credit card in violation of this waiver will result in disciplinary action, up to and possibly including termination of employment, depending upon the severity and repeat nature of the offense.

Agreement for Wage Deductions Associated with Improper Use of Corporate Credit Card

I, **[INSERT EMPLOYEE'S NAME]**, hereby certify that I understand and agree to abide by the Wheatland County's waiver regarding use of a Wheatland County-issued corporate credit card, a copy of which I have received, and which has been explained to me. I agree that if I make any personal purchases (i.e., transactions for the benefit of anyone or anything other than Wheatland County) in violation of that waiver, the amount of such purchases is an advance of future wages payable to me, that Wheatland County may deduct that amount from my next paycheque, and that if there is a balance remaining after such deduction, Wheatland County may deduct the balance of the wage advance from my future paycheques until the amount is repaid in full. I further agree that if I make any non-personal transactions in violation of the waiver in question, i.e., incur financial liability on Wheatland County's part that is not within the scope of my duties or my authorization to make business-related purchases, I am financially responsible for any such expenses and agree to reimburse Wheatland County via wage deductions for such amounts until the unauthorized amounts are fully repaid. Such deductions will be in the amount of the unauthorized purchase(s), but if such amount would take my pay below minimum wage for the pay period in question, the deductions will be in two or more equal increments that will not take my pay below minimum wage for any pay period involved.

Signature of Employee

Name – printed

Date

Wheatland County Representative

Date

ADDENDUM TO 2.1 PROCUREMENT POLICY FOR GOODS AND SERVICES

SCHEDULE D – Bid Evaluation Framework

Employees may use this framework to ensure that bids are being evaluated in accordance with Wheatland County Procurement Policy. This framework does not apply to bid processes being evaluated by price only.

Evaluation criterion and weights provided in this framework are suggestions; they may be modified at the discretion of employees depending on the nature of the good and/or service being purchased and any unique requirements of the selection process.

Criterion Weight %

1. Corporate profile:	5%
2. Qualifications/experience of personnel assigned to the project:	15%
3. Experience and past performance working with local governments:	10%
4. Availability and capability to meet work requirements as assigned:	20%
5. Experience completing similar projects:	25%
6. Estimated Project Cost:	<u>25%</u>
	100%

Individual Criterion Ranking

Scoring shall be awarded on a scale of 0 to 5. Partial scores or scores not defined below will not be used.

The range is defined as follows:

5	Fully exceeds expectations. Proponent clearly understands the requirements, excellent probability of success.
4	Somewhat exceeds expectations, high probability of success.
3	Fully meets expectations. Proponent has a good understanding of the requirements, no weaknesses or deficiencies, good probability of success.
2	Partially meets expectations, minor weakness or deficiencies, fair probability of success.
1	Does not meet expectations or demonstration of the understanding of the requirements, major weakness or deficiencies, low probability of success.
0	Lack of response or complete misunderstanding of the requirements, no probability of success.

Other Considerations

Where appropriate, employees are encouraged to include statements and selection criteria enabling them to effectively evaluate total cost of ownership, environmental, and ethical considerations within procurement and bid documents.

Total Cost of Ownership: Where appropriate, employees should consider the total cost of ownership of goods in procurement activities.

Environmental and Ethical Standards: Where appropriate, employees should purchase goods and/or services that meet the highest possible environmental and ethical standards.

Ethically Preferred: Where appropriate, employees should purchase products or services that are produced or delivered under conditions that meet or exceed the standards for employment conditions and human rights for manufacturers and suppliers established by national or provincial governments, or the International Labour Organization.

Environmentally Preferred: Where appropriate, employees should purchase products or services that have a lesser impact on human health and the environment when compared with competing products or services.

Sample:

Please provide a copy of your business' Ethical and Environmental Policies and/or Procedures for consideration.

OR

Please describe the ethical and environmental merits of the good or service being offered.

CORPORATE AND FINANCIAL SERVICES POLICY SECTION 2	2.1. SUSTAINABLE ETHICAL PROCUREMENT POLICY Page 1/14
Effective Date: Full Policy Review, September 3/13 CM Res.13-09-17	Revised: Month July 7 /20 CM Res. 2

PURPOSE

To obtain goods and/or services and construction (~~the right~~ procurement) ~~when needed~~ while achieving best value through a transparent, fair and competitive process with a focus on customer service.

POLICY

~~All personnel having responsibility for purchasing activities are expected to adopt aggressive negotiation practices. Wheatland County is committed to ensuring that its citizens obtain sustainable goods and services which meet the needs of today without compromising the ability of future generations. In order to achieve "sustainable" goods and services all personnel must consider total life cycle costs when making procurement decisions. As Wheatland County is primarily an agricultural community all personnel must consider the environmental consequences which the decisions being made may have on the land. Wheatland County is committed to conducting procurement in compliance with all applicable legislation, policies and procedures in an open, fair, and transparent manner that assures equal access to qualified suppliers and achieves best value for its residents. All employees personnel must conduct themselves in a professional and ethical manner when procuring all and with openness and transparency w. Where possible all personnel must look at consider innovative solutions when procuring goods and services during procurement activities. The purchasing and supply function must fully embrace the philosophy of continuous improvement with the intent that Wheatland County will continue to be a leader in advanced public procurement solutions that are quality focused. Employees must adhere to the guidelines set forth in this policy and in all purchasing activities.~~

~~Wheatland County will purchase goods and services that meet the highest possible environmental and ethical standards where practical.~~

Release of Information: ~~Personnel Employees~~ must not release information to any potential supplier that is not intended to be made available to all potential suppliers.

Documentation: ~~Appropriate p~~Procurement documentation ~~must be in place must be in place~~ before a purchase, ~~including but not limited to including a contract for services service contracts, covered under a service contract. (i.e. purchase orders; service contracts, agreements, or written quotations).~~

Commented [BH1]: A great section of the MGA to reference at the start of this policy would be section 248 (expenditure of money). It would direct staff or a persons reading this to that section, which notes it must be included in a budget, authorized by council via resolution or a legal requirement.

Formatted: Font: Bold

Formatted: Font: Bold

Commented [U2]: Look below for documentation direction, does this need to be here? Purpose to keep quotes on file, contracts etc. *Could be procedure. Left as general statement with more detail contained in each level regarding specific requirements

Total Cost of Ownership: ~~The purchasing and supply function must fully embrace the philosophy of continuous improvement and will continue to be a leader in advanced public procurement solutions that are quality focused. Where appropriate, employees will~~ and consider the total cost of ownership ~~in procurement activities where possible.~~

Formatted: Font: Bold

Local Procurement: According to applicable trade agreements, the County cannot give preferential treatment to local suppliers for competitions over a seventy-five thousand (\$75,000) dollar threshold for goods and/or services or two hundred thousand (\$200,000) for construction.

Formatted: Font: Bold

Formatted: Font: Not Bold

When procuring deliverables under the trade agreement thresholds, consideration should be given to obtaining quotes from local suppliers whenever possible. Quotes from local suppliers may be accepted if the price is within 5% of the lowest quote obtained.

As part of the procurement process, employees may identify and consider the Country of Origin. The procurement from overseas suppliers will be limited, especially where competitive Canadian products and services are available, provided that no legal or funding-related limitation exists for the specific procurement. Where competitive Canadian goods and/or services are not available, goods and for purchases under \$75,000, as per the NWPTA and services, cConsideration will be made ~~fore~~extended to Canadian Value-Added goods and/or services and Canadian Suppliers as an order of priority, ~~with preference for Canadian goods and services,~~ provided that no legal or funding-related limitation exists for the specific procurement

Commented [U3]: Added as per Council's request – should be facilitated as part of RFQ/RFP/RFT review

Environmental and Ethical Standards: Where practically possible, Wheatland County will meet the highest possible environmental and ethical standards. ~~All procurement staff~~employees shall ~~may~~ identify and purchase ~~the most~~ environmentally and ~~socially responsible~~ethically preferred products and services ~~when that are~~ available for the intended purpose at a competitive price. Methods of accomplishing this may include ; but are not limited to: requesting that environmental or ethical policies and procedures of a vendor be included with quotes or proposals, or proposals or including environmental or ethical considerations in the evaluation scoring processes.

Negotiation Practices: ~~Staff must adhere to the guidelines set forth in this policy when making purchasing decisions. All employees having responsibility for purchasing activities are expected to negotiate with the best interests of the County.~~

Formatted: Font: Bold

Authorization: No procurement shall be authorized unless it is ~~it is in compliance~~ compliant with this Policy and Schedule A.

Formatted: Font: Arial, Bold

Council: Is it the role of Council to establish policy and approve expenditures through the County's budget approval process. Through this Policy, Council delegates the CAO to incur expenditures in accordance with approved budgets.

MGA: ~~Employees~~**Procurement staff** must also follow regulations as set out in the Municipal Government Act (MGA), Section 248 Expenditure of Money.

Formatted: Font: Bold

Exemption: Procurement not subject to this Policy is listed in Schedule B. The final determination of whether procurement qualifies for exemption under Schedule B shall be determined by the General Manager. This may also include single source procurement however documentation must still be gathered on why the single source was chosen.

Formatted: Font: Arial, Bold

Contract Splitting: Subdividing, splitting or otherwise structuring procurement requirements or contracts to reduce the value of the procurement or in any way circumvent the requirements or intent of this Policy is not permitted.

Supplier's Conduct and Conflicts of Interest: The County requires its suppliers to act with integrity and conduct business in an ethical manner. The County may refuse to do business with any supplier that has engaged in illegal or unethical bidding practices, has an actual or potential conflict of interest or an unfair advantage or fails to adhere to ethical business practices.

~~**Boards and Committees:** Where the County utilizes Boards and Committees to assist in procurement decisions and Board and Committee members may have an influence on purchasing choices and also pecuniary interest in the outcome of such choices, personnel staff are to ensure that a Conflict of Interest clause is included in the Terms of Reference for the Board or Committee. Voting on a purchasing outcome by a Board or Committee member with pecuniary interest in the outcome is prohibited by this policy in keeping with responsible procurement practices. Board and Committee Terms' of Reference should dictate proper process should these instances occur.~~

Formatted: Font: Bold

Commented [AR4]: This topic was submitted for inclusion as a survey response. Thoughts?

Commented [RM5R4]: I am wondering what boards and committees this refers to? Or do you think its in relation to CERB giving out grant money?

Commented [AR6R4]: Comment came in specifically about the Economic Development Board

Commented [U7]: Board Terms should have conflict and confidentiality – Remove from procurement policy

DEFINITIONS

Commented [U8]: Some definitions should likely be added

"Bid" means a submission in response to a Solicitation Document, and includes proposals, quotations, or responses.

Commented [BM9R8]: This may be too limiting as there are many ways to name procurement types. Cindy Swere may be able to provide a more comprehensive list that the Alberta Purchasing Connection accepts.

"Canadian Good" means a good which, if exported outside of Canada, would qualify as a good of Canada under appropriate rules of origin as per the Canadian Free Trade Agreement.

Commented [AR10R8]: I asked Cindy and she wasn't able to provide a list, I just included them as options and added some other definitions that felt relevant, perhaps we can discuss next Wednesday

"Canadian Service" means a service provided by a natural person based in Canada as per the Canadian Free Trade Agreement.

Formatted: Not Highlight

Formatted: Font: Bold

"Canadian Supplier" means a supplier that has a place of business in Canada as per the Canadian Free Trade Agreement.

Formatted: Font: Bold

Formatted: Font: Bold

Formatted: Font: Bold

"Canadian Value-Added" means: (a) in relation to services, the proportion of the service

Formatted: Font: Bold

contract performed by natural persons based in Canada; and (b) in relation to goods, the value of the portion of the good produced in Canada or the difference between the dutiable value of imported goods and the selling price, taking into account any value-added by manufacturers and distributors, and including any costs in Canada related to research and development, sales and marketing, communications and manuals, customization and modifications, installation and support, warehousing and distribution, training, and after-sales service.

“Construction” means a construction, reconstruction, demolition, repair or renovation of a building, structure or other civil engineering or architectural work and includes site preparation, excavation, drilling, seismic investigation, the supply of products and materials, the supply of equipment and machinery if they are included in and incidental to the construction, and the installation and repair of fixtures of a building, structure or other civil engineering or architectural work, but does not include professional consulting services related to the construction contract unless they are included in a procurement.

Formatted: Justified

Formatted: Font: Bold

“Environmentally Preferred” means products or services that have a lesser impact on human health and the environment when compared with competing products or services. This comparison may consider raw materials, acquisition, production, recycles content, manufacturing, waste management, packaging, distribution, re-use, operation, maintenance, or disposal.

Formatted: Font: Bold

“Ethically Preferred” means products or services that are produced or delivered under conditions that meet or exceed the standards for employment conditions and human rights for manufacturers and suppliers established by national or provincial governments, or the International Labour Organization.

Formatted: Font: Bold

“Goods” refers to moveable property and includes raw materials, products, equipment, and other physical objects of every kind and description whether in solid, liquid, gaseous, or electronic form as per the Canadian Free Trade Agreement.

Formatted: Font: Bold

“Total Cost of Ownership Analysis” means ~~analysing~~ the cost over the full lifetime of a product. Examples of costs include maintenance, insurance, staffing, training, disposal, and cost savings that may be achieved over the lifetime of the product such as environmental efficiencies (i.e. energy saving or water use) or potential revenues.

Commented [U11]: How are we evaluating this – same as environmental/ethical – need a mechanism to consider/determine – if we can't fulfill what policy says need to remove – equipment is easy re: capital replacement. Good practice to develop lifecycle for replacement. Keep it in matrix with low score. Larger roads projects when asking for proposals and ideas – ask for lifecycle cost in proposals, bridge example longevity, infrastructure and equipment – certain situations have discretion. Guideline or procurement if situation meets criteria. Differing complexity needs to be flexible and allow staff discretion – details in procedure

“Procurement” means a set of activities performed by Wheatland County employees in order to facilitate the acquisition of procurement in response to a business need.

Commented [U12R11]: Changed life cycle cost policy section to say will consider where appropriate. Refrained from listing specific areas to evaluate such as equipment and capital items to leave to staff discretion.

“RFx” is an acronym that means “request for x”, with x representing any of the form bid documents used to obtain information or cost estimates for the sourcing and/or procurement of goods, services or construction. Bid documents can include: Request for Bid (RFB), Request for Information (RFI), Request for Proposal (RFP), Request for Quotation (RFQ), Request for Tender (RFT), Expression of Interest (EOI) and Request for Prequalification (RFPQ) among others.

Formatted: Font: Bold

“Services” means services supplied or to be supplied, by a person.

“Single Source” refers to procurement that is only available by one provider or company, where additional quotes cannot be obtained due to the uniqueness or other vendor limitations.-

Formatted: Font: Bold

EMPLOYEE RESPONSIBILITIES

All procurement activities must be conducted with integrity, openness and transparency, and all employees involved in procurement activities must act in a manner that is consistent with Wheatland County Human Resources Policy Section 6.1, —Code of Conduct and Ethics, as well as all other applicable County policies. Responsibilities of employees as defined in Policy Section 6.1 include, but are not limited to avoidance of conflicts of interest, protection of confidential or sensitive information, and adherence to a professional standard of conduct.

In addition to all responsibilities outlined in this Policy, employees must shall endeavour to secure the best value for money to maximize value for the residents citizens of Wheatland County, and ensure compliance with all applicable laws, regulations, policies and procedures related to procurement activities. Employees are responsible for evaluating the performance of suppliers and reviewing available performance

evaluations for bidding suppliers prior to purchase as per Wheatland County's Performance Management Policy 2.14.

Prior to a purchasing decision, employees will review current legislation such as the NWPTA to ensure that procurement is in compliance. ~~In addition, it is better to error on the side of caution.~~ When making any purchasing decisions, proper process, protocol, and accurate record maintenance ~~are~~ is crucial to ensure a fair and equitable process for all involved and to ensure that ~~employees~~ staff and rate payers are protected from any possible challenges that could ~~be potentially faced~~ arise.

Formatted: Font color: Red

~~staff delegated with approval authority shall follow the guidelines of the Alberta Institute of Supply Chain Management Professionals.~~ **A. Standards of Conduct**

~~Staff will conduct themselves in a manner that a reasonable and informed third party would conclude as being appropriate.~~

Commented [RM13]: Should look at taking this whole section out as I think it applies to people specifically trained in supply chain management. We already have a code of conduct and ethics that I think deals with this adequately.

Commented [U14R13]: Policy long, could remove, HR policy covers, professional designation code of ethics – mention that staff are bound by various Codes of Ethics, keep little clause highlighting considerations and HR policy – reference specific points and policies

Avoidance of conflicts of interest

~~Staff should exercise professional judgment and discretion in order to avoid any apparent or actual conflict of interest when performing their duties. Should a conflict of interest arise, the staff member is required to disclose their interests to their employer and/or other impacted parties as soon as possible. Staff members should consider removing themselves from any decisions in which they have a conflict of interest until express direction from the appropriate authority is obtained.~~

Protection of confidential or sensitive information

~~Where a staff member has been privy to confidential or sensitive information, it is their responsibility to ensure that it remains so. Such information must not be used for any personal gain or advantage. Information given during in the course of a staff member's professional activity should be forthright and not intended to mislead or deceive others.~~

Business relationships

~~Staff should maintain relationships with suppliers and third parties in a manner that contributes to and promotes fair competition in the market and protects the interests and reputation of Wheatland County. Staff should not use their position to garner personal favours or advantages.~~

~~Gifts, gratuities, and hospitality inducements~~

~~Staff must ensure that the objectivity of their decisions is not compromised or unduly influenced by the acceptance of gifts, gratuities, or hospitalities of any kind. Staff should be discerning in their business and social relationships and activities consistent with current Wheatland County Ethics Policy and, through them, seek to enhance the integrity of Wheatland County.~~

~~Environmental and social responsibilities~~

~~Staff shall exercise their responsibilities in a manner that promotes and provides opportunities for the protection and preservation of the natural environment. Staff shall favour the use and distribution of resources in an efficient, effective, and ethical manner. Staff will be cognizant of the social rights extended to all people, including the conventions with respect to labour standards, and will encourage and support supplier diversity. These attributes of sustainability should guide members in their decisions, and in implementing the policies and values of Wheatland County.~~

~~B. Professional Principles~~

~~Staff will perform their roles and duties based on the following principles of professional practice:~~

Commented [U15]: Sample policy has conflict of interest/conduct, supplier conduct, role and responsibilities of Council etc.

~~Professional competency~~

~~Maintain professional competency by staying informed of, and complying with, the best supply chain management practices.~~

~~Professionalism~~

~~To provide professional advice to Wheatland County or any other impacted party to the best of their knowledge, recognizing that any final decision is the prerogative of the senior authority within Wheatland County; to act with courtesy and due consideration in dealings with other professional members and in all business relationships.~~

~~Honesty and integrity~~

~~Maintain an unimpeachable standard of integrity and honesty in all business relationships both inside and outside Wheatland County.~~

~~Responsible management~~

~~Optimize, without prejudice, the use of resources for which they are responsible so as to provide the maximum value as defined by Wheatland County.~~

~~Serving the public good~~

~~Use their position to advance the interests and well-being of society; to denounce all forms of business practice which may compromise value or bring discredit to Wheatland County.~~

~~Compliance with legal obligations~~

~~To be aware of and comply with (a) all laws, regulations, by-laws and standards that are relevant to supply chain management practices; (b) the Counties policies and Bylaws; and (c) contractual obligations that apply to the staff member or employer. Staff must not engage in or condone any activity or attempt to circumvent the clear intention of the law.~~

~~Failure to comply~~

~~Failure to adhere to the requirements outlined in this or any other Policy may lead to disciplinary action up to and including termination of employment.~~

~~NOTE FOR DISCUSSION (based on comment about deleting responsibilities for supply chain managers) Could change responsibilities to something more like this excerpt from Newell?~~

RESPONSIBILITIES:

The **CAO** is responsible for:

- All purchases and expenditures of the County of Newell.
- Delegating, revoking or amending purchasing authorities to employees.
- Ensuring Employee's with Purchasing Authority are familiar with the purchasing policy and any other purchasing regulations.
- Providing the Manager of Finance with the list of purchasing delegations and limits initially and any time there is a change to the authorizations.

Directors/Managers are responsible for:

- Carrying out the mandate of their department(s) as approved in budget.
- Ensuring their employees understand the requirements of the purchasing policy prior to being given Purchasing Authority.
- Reviewing and approving all Request for Tender (RFT) and Request for Proposal (RFP) documents before they are issued.
- Reviewing bids, evaluation results and other relevant documents prior to a contract being awarded.
- Authorize purchases that are within their delegated authority.

Employees with Purchasing Authority are responsible for:

- Obtaining applicable authorization(s) prior to asking for, obtaining, or securing bids, proposals, services or goods.
- Using a fair and transparent process when calling for, receiving, and evaluating quotes and proposals.
- Obtaining the best Value for Money by achieving the specified needs of quality, health & safety standards, productivity, service life, customer service, firm experience and expertise, delivery time, capability, and total cost of ownership.
- Ensuring contractors meet the requirements of the County's "Contractor Safety Program" where applicable.

Commented [U16]: Steal some terms, value for money, purchasing authority, obtain authorizations before asking for, obtaining or securing bids, proposals, services or goods. Obtain the best value for money by achieving needs of quality, health and safety standards, productivity, service life, customer service, experience, delivery time, capability, and total cost of ownership

REFERENCES

Policies

- [Corporate and Financial Services Policy 2.14 Performance Management – Contracted Services](#)
- [Human Resources Policy Section 6.1 – Code of Conduct and Ethics](#)

Bylaws

- [Records, Retention and Disposition Management Retention Bylaw 2018-23##](#)

External

- [Canadian Free Trade Agreement \(CFTA\)](#)
- [Agreement on Internal Trade \(AIT\)](#)
- [New West Partnership Trade Agreement \(NWPTA\), formerly the Trade Investment and Labour Mobility Agreement \(TILMA\)](#)
- [Municipal Government Act \(MGA\)](#)
- [Freedom of Information and Protection of Privacy Act \(FOIP\)](#)

PROCEDURE

Formatted: Not Highlight

Formatted: Font: 12 pt, Bold

Formatted: Not Highlight

Formatted: Font: 16 pt, Not Highlight

Formatted: Font: 12 pt, Not Bold, Not Highlight

Formatted: Font: Calibri, Bold

Formatted: List Paragraph, Bulleted + Level: 1 +
Aligned at: 0.63 cm + Indent at: 1.27 cm

Formatted: Justified, Indent: Left: 0.63 cm

Formatted: Not Highlight

Commented [BH17]: switched this to the 'short title' of bylaw 2018-23

Formatted: Font: (Default) Arial, Not Highlight

Formatted: Font: Arial, Not Bold

Formatted: Font: Arial, Not Bold

Formatted: Font: (Default) Arial, 12 pt

Formatted: Font: Arial

Formatted: List Paragraph, Bulleted + Level: 1 +
Aligned at: 0.63 cm + Indent at: 1.27 cm

Formatted: List Paragraph, Justified, Bulleted + Level: 1 +
Aligned at: 0.63 cm + Indent at: 1.27 cm

Formatted: List Paragraph, Justified, Bulleted + Level: 1 +
Aligned at: 0.63 cm + Indent at: 1.27 cm

A. Low Dollar Value Procurements (up to \$54,000) – as per Schedule A

A low dollar procurement shall utilize applicable County contracts and shall otherwise be in accordance with this Policy.

Quotes: Obtaining competitive quotes is considered a good business practice and where practical, quotes should be obtained.

Purchasing Corporate Credit Card: A corporate credit Purchasing cCard may be used for low dollar value procurements provided the user complies with the section on purchasing corporate credit cards within this Policy.

Records Management: All information on this procurement must be documented and maintained on file as outlined in the current Records-retention management Retention and Disposition Bylaw.

RFx: Low dollar procurements do not require a bid process.

A.B. Informal Quotation (~~greater than~~ \$54,001 to \$240,000) – as per Schedule A

~~An informal quotation process shall be used wherein two verbal quotations are received.~~

An informal quotation procurement shall utilize applicable County contracts and shall otherwise be in accordance with this Policy.

Two Written Quotes: ~~An informal quotation process shall be used wherein two written quotations are requested.~~

Purchasing Corporate Credit Card: A corporate Purchasing credit Ccard may be used for informal quotation procurements provided the user complies with the section on corporate credit cards within this Policy.

Records Management: All information on this procurement must be documented and maintained on file as outlined in the current Records-management retention Retention and Disposition Bylaw.

RFx: Informal quotation procurements do not require a bid process.

Commented [BM18]: I would recommend that the low value amount be increased to \$5,000.00 as many small contractor repair items are now priced above this limit. Projects such as small plumbing and electrical repairs for example.

Commented [RM19R18]: I would agree with this.

Commented [MK20R18]: I'm okay with these proposed changes. Ultimately the budget owner should still be seeking the best value for goods/services but this allows some flexibility as per the reasons Bryce has mentioned.

Commented [AR21R18]: Thanks folks, will put these numbers forward then

Commented [BH22R18]: Can we look into the thresholds for other similar like sized municipalities? Just worried if Council were to ask why the increase - we have a good reason, but just want to make sure w

Commented [AR23R18]: Newell County Purchasing

Commented [AR24R18]: Interestingly, cannot find

Commented [AR25R18]: Kneehill alludes to a

Commented [AR26R18]: Rocky View Policy is a three

Commented [AR27R18]: Vulcan just writes about

Commented [AR28R18]: Lacombe doesn't have then

Commented [AR29R18]: Nothing at Sturgeon either,

Commented [AR30R18]: Mountain View County

Commented [AR31R18]: Nothing online at Bighorn

Commented [U32R18]: SLT review and determine b

Formatted

Formatted: Indent: Left: 0.63 cm

Formatted: Font: Bold

Formatted: Font: Bold

Formatted: Font: Bold

Formatted: Indent: Left: 0.63 cm

Formatted: Font: Bold, Font color: Auto

Commented [BM33]: \$5,000 - \$20,000 ????

Formatted: Indent: Left: 0.63 cm

Formatted: Font: Bold

Formatted: Font: Bold

Commented [BH34]: The 'Purchasing Card' actually

Formatted: Font: Bold

Formatted: Font: Bold

Formatted: Font: Bold

Formatted: Font: Bold

C. Semi-Formal Quotation (~~greater than~~ \geq \$240,001 to \$74,999) – as per Schedule A

~~A semi-formal quotation process shall be used wherein a minimum three written quotations are requested.~~

Semi-formal quotation procurement shall utilize applicable County contracts and shall otherwise be in accordance with this Policy.

Three Written Quotes: A semi-formal quotation process shall be used wherein a minimum three written quotations are requested.

Purchasing Card: ~~A corporate Purchasing Card may be used for semi-formal quotation procurements provided the user complies with the section on purchasing cards within this Policy.~~

Records Management: All information on this procurement must be documented and maintained on file as outlined in the current Records ~~management~~ Retention and Disposition Bylaw.

RFx: Semi-formal quotation procurements do not require a bid process.

**B-D. Goods (~~greater than~~ \geq \$75,000) – as per Schedule A
Services (~~greater than~~ \geq \$75,000) – as per Schedule A**

RFx: To comply with requirements of trade agreements such as the NWPTA, any procurement for goods and/or services greater than \$75,000 shall consist of a formal bid document process. The bid document will be posted on the Alberta Purchasing Connection (APC) and Wheatland County website.

Authorization: All amounts greater than \$75,000 shall be authorized by the General ~~senior~~ Managers prior to awarding.

Purchasing Card: ~~A corporate Purchasing Card may be used for this type of procurement provided the user complies with the section on purchasing cards within this Policy.~~

Records Management: All information on this procurement must be documented and maintained on file as outlined in the current Records ~~management~~ Retention and Disposition Bylaw and trade agreements.

E. Construction (~~Greater than~~ \geq \$75,000 to \$200,000) – as per Schedule A

Any construction procurement between \$75,000 and \$200,000 shall consist of a Request for Proposal (RFP) process. The RFP will be posted on the Wheatland County website and other procurement websites.

Commented [BM35]: \$20,000 - \$75,000 ??? just to continue the thought. these changes to the dollar amounts will also enhance our ability to award to local contractors.

Formatted: Numbered + Level: 1 + Numbering Style: A, B, C, ... + Start at: 1 + Alignment: Left + Aligned at: 0 cm + Indent at: 0.63 cm

Commented [U36]: Authorization points for sign off – signing authority for dollar values – Matt and Tracy looking at it, creating based on grids – policy references this new document. SLT REVIEW AND DECIDE HOW THIS WILL BE INCLUDED

Formatted: Indent: Left: 0.63 cm

Formatted: Font: Bold

Formatted: Indent: Left: 0.63 cm

Formatted: Indent: Left: 0.63 cm

Formatted: Indent: Left: 0.63 cm

Formatted: Font: Bold

Formatted: Font: Bold

Commented [BH37]: general manager instead of senior managers, to be consistent?

Formatted: Font: Bold

Formatted: Indent: Left: 0.63 cm

Formatted: Numbered + Level: 1 + Numbering Style: A, B, C, ... + Start at: 1 + Alignment: Left + Aligned at: 0 cm + Indent at: 0.63 cm

When procuring deliverables under the trade agreement thresholds, consideration should be given to obtaining quotes from local suppliers whenever possible. Quotes from local suppliers may be accepted if the price is within 5% of the lowest quote obtained.

Authorization: All amounts between \$75,000 and \$200,000 shall be authorized by General senior Mmanagers prior to awarding.

Purchasing Card: ~~A corporate Purchasing Card may be used for this type of procurement provided the user complies with the section on purchasing cards within this Policy.~~

Records Management: All information on this procurement must be documented and maintained on file as outlined in the current Records Retention and Disposition ~~management~~retention Bylaw.

F. Construction (greater than ~~Greater than~~ \$200,000) – as per Schedule A

RFx: To comply with requirements of trade agreements such as the NWPTA, any procurement for construction greater than \$200,000 shall consist of a formal bid document process. The bid document will be posted on the Alberta Purchasing Connection (APC) and Wheatland County website.

Authorization: All amounts greater than \$200,000 shall be authorized by the General~~senior~~ Manager prior to awarding.

Purchasing Card: ~~A corporate Purchasing Card may be used for this type of procurement provided the user complies with the section on purchasing cards within this Policy.~~

Records Management: All information on this procurement must be documented and maintained on file as outlined in the current Records Retention and Disposition ~~management~~retention Bylaw and trade agreements. -

G. Purchasing Corporate Credit Cards

Authorization: The General Manager of Corporate and Financial Services CAO shall approve who is authorized to have a purchasing corporate credit card and those authorized must sign an agreement for the use of the card as attached to this policy as Schedule C.

Requirements for Use: Schedule C outlines employee requirements for purchasing and using a corporate credit card. Only budgeted and approved expenditures may be made using a corporate credit card. Any purchase over the employee's limit must be approved by a supervisor prior to purchase. -

Record Management: Employees who have been issued purchasing corporate

Formatted: Indent: Left: 0.63 cm

Formatted: Numbered + Level: 1 + Numbering Style: A, B, C, ... + Start at: 1 + Alignment: Left + Aligned at: 0 cm + Indent at: 0.63 cm

Formatted: Indent: Left: 0.63 cm

Formatted: Font: Bold

Formatted: Font: Bold

Formatted: Indent: Left: 0.63 cm

Formatted: Numbered + Level: 1 + Numbering Style: A, B, C, ... + Start at: 1 + Alignment: Left + Aligned at: 0 cm + Indent at: 0.63 cm

Formatted: Font: Bold

Commented [MK38]: If okay with the CAO, consider moving approval down to the General Manager of Corporate & Financial Services?

Commented [BH39R38]: agree with this point - makes more sense organizationally to have it in that department

Formatted: Font: (Default) Arial, 12 pt

Commented [U40]: Senior leadership discussion on numbers of cards

Formatted: Font: (Default) Arial, 12 pt

Formatted: Font: 12 pt

Formatted: Font: Bold

Formatted: Indent: Left: 0.63 cm

credit cards will be responsible for maintaining accurate documentation of all purchases and submitting all required backup to the Finance dDepartment with the monthly purchasing credit card statement. Any missing documentation must be obtained by the card holder from the company the purchase was made from and and ~~will be~~ submitted to the Finance Department. Employees who do not maintain accurate documentation may have their purchasing corporate credit cards revoked.

DOCUMENT OWNER

Chief Administrative Officer

Formatted: Left

ADDENDUM TO 2.1 ~~SUSTAINABLE ETHICAL~~ PROCUREMENT POLICY FOR GOODS, SERVICES AND CONSTRUCTION

SCHEDULE A – Levels of Contract Approval Authority

All applicable taxes and duties shall be excluded in determining the price of a contract for the supply of goods and/or services for the purpose of the relationship of the price to the preauthorized expenditure limit. In the case of multi-year supply good and/or service contract, the preauthorized expenditure limit shall refer to the estimated annual expenditure under the contract.

Emergencies ~~Where~~ where there is an immediate threat to public health, maintenance of essential services, or the welfare and protection of persons, property, or the environment and the situation requires immediate need for goods and services to mitigate the emergency, ~~ade not require a~~ competitive procurement process is not required.

Only under a Council declared ~~S~~state of ~~L~~ocal ~~E~~mergency shall any expenditure exceed the Council approved budget. All procurement shall follow the guidelines outlined by Provincial or Federal legislation ~~such as the New West Partnership Trade Agreement~~.

Preauthorized Expenditure Limits for Contracts

Dollar Value (excluding taxes, duty or shipping)	Minimum Requirements	Approval Authority Within Current Budget Year
Up to \$ 54 ,000	Quotes / single source	Managers
>\$ 54 ,001 to \$ 24 0,000	Two written quotes requested	Managers
>\$ 24 0,001 to \$74,999	Three written quotes requested	Managers

Commented [U41]: Noted that perhaps some of the spending limits should be lowered? Some comments wanted to see thresholds increased for one quote option as sometime sole sourcing is in County's best interest. One comment asked for low dollar to go to \$5000, and the next level to be \$5000 - \$25,000 – reasonable? Comment about managers being allowed greater authority on higher dollar values so long as the amount falls within the approved budget

Procurement Policy. Page 14

>\$75,000 Goods and Services	RFx	General Managers
>\$75,000 to \$200,000 Construction	RFP	General Managers
>\$200,000 Construction	RFx	General Managers

ADDENDUM TO 2.1 ~~SUSTAINABLE ETHICAL~~ PROCUREMENT POLICY FOR GOODS AND SERVICES

SCHEDULE B – Goods and Services NOT Subject to this Policy

The following items are not subject to this Policy, provided that their cost is not greater than \$75,000 as per the NWPTA, unless they are specifically referred to in Part V: Exceptions, of that agreement.

- Conferences, Seminars, Courses and Conventions
- Magazines, Subscriptions, Periodicals
- Memberships
- ~~Employee Staff~~ Development
- ~~Employee Staff~~ Workshops
- Payroll deductions
- ~~_____~~
- Tax remittances ~~—these items obtain final approval from the CAO and Reeve~~
- Postage
- Charges to and from other Governments
- Newspaper advertising
- Retirement and other recognition awards
- Licenses, ~~certificates~~ certificates, and other required approvals
- Election materials
- ~~Communication costs (telephone and internet)~~
- Contributed assets
- Insurance (property, liability, etc.)
- Construction work completed by Railways (CN and CP) and billed to Wheatland County
- ~~Enforcement Clean-Ups~~
- Items available from only one supplier (i.e. sole -sourcing Strychnine)

Commented [RM42]: Can we add items that are only available from one supplier? Like strychnine for example.

Commented [U43]: Noted that current processes have the CAO and Reeve provide final approval on payroll tax remittances – update policy to include this process – where in policy should that go, perhaps a new bullet under process called Tax Remittances or Special Cases?

Commented [MK44R43]: Disregard - the more I read this section of the policy it's fine as is.

Commented [AR45R43]: Okay thanks Matt!

Commented [U46]: From survey – very difficult to find companies willing to do this work, is advised that this activity be exempted

Commented [BH47R46]: I think its important to go to market on these activities (enforcement clean up), if it is a single source supplier or goods, it should be documented. If we had something above, noting something along the lines of "if there is a single source supplier outside of the Schedule B, it must be documented and kept in accordance with the records retention bylaw"

ADDENDUM TO 2.1 ~~SUSTAINABLE ETHICAL~~ PROCUREMENT POLICY FOR
GOODS AND SERVICES

SCHEDULE C – ~~Purchasing Corporate Credit~~ Card Usage Waiver

Wheatland County may issue a ~~corporate credit~~ ~~Wheatland County Purchasing c~~Card to certain employees for use in their ~~positions~~ ~~jobs~~; this waiver sets out the acceptable and unacceptable uses of such ~~Purchasing Cards~~ ~~corporate credit cards~~. Use of Wheatland County-issued ~~Purchasing credit c~~Cards is a privilege, which Wheatland County may withdraw in the event of ~~any serious or repeated~~ abuse. Any ~~purchasing corporate credit card~~ ~~Wheatland County issued~~ to an employee must be used for business purposes only, in conjunction with the employee's ~~job position~~ duties. Employees with ~~such Purchasing Card~~ ~~corporate issued credit cards~~ shall not use them for any non-business, non-essential purpose, i.e., for any personal purchase or any other transaction that is not authorized or needed to carry out their duties. Employees must pay for personal purchases (i.e., transactions for the benefit of anyone or anything other than the Wheatland County) with their own funds or personal ~~credit card~~ ~~Purchasing Card~~. Wheatland County will not regard expenses for one's own business-related use, such as lodging and meals while on Wheatland County-approved business trips, as personal purchases, as long as such expenses are consistent with Wheatland County's ~~T~~travel and ~~E~~expense Policy. If any employee uses a ~~corporate credit~~ ~~Wheatland County purchasing~~ card for personal purchases in violation of this waiver, the cost of such purchase(s) will be considered an advance of future wages payable to that employee, and will be recovered in full from the employee's next pay ~~cheques~~ ~~check~~; any balance remaining will be deducted in full from subsequent pay ~~checks~~ ~~cheques~~ until the wage

Commented [U48]: One comment asked if more users could have purchasing cards due to difficulty finding a card when many of the holders are away or busy.

Commented [RM49R48]: I would like to see more people with cards to help with the issue of finding a card when needed but also because the the waiver states that the cards issued to an employee shall be used in conjunction with the employees job duties. That makes it difficult when people outside your department are requesting to use your card.

Commented [AR50R48]: We should look at Part G - Authorization for this. I think we may not need to have this in policy since it just says that the CAO (or suggested GM of Corporate and Finance) shall approve who is authorized. Under policy as currently written, CAO could just approve more people and no policy change is required? Unless we change the bit about use in conjunction with job duties to accommodate as you've mentioned

Procurement Policy. Page 16

advance is fully repaid. Such deductions may take the employee's pay below minimum wage for the pay period(s) in question. An employee may also provide repayment in the form of cash, cheque, or electronic payment (Interac or personal credit card) prior to any payroll deductions. If an employee uses a ~~Wheatland County purchasing corporate credit~~ card for any other type of unauthorized transaction in violation of this waiver, i.e., incurs financial liability on Wheatland County's part that is not within the scope of the employee's duties or the employee's authorization to make business-related purchases, the cost of such purchase(s) or transaction will be the financial responsibility of that employee, and the employee will ~~be expected to~~ reimburse Wheatland County ~~via deductions from pay until the unauthorized amount is fully repaid.~~ Such deductions will be in the amount of the unauthorized purchase(s), but if a deduction for such amount would take the employee below minimum wage for the pay period in question, the deductions will be in equal increments that will not take the employee's pay below minimum wage for any pay period involved. In addition to financial responsibility and liability for wage deductions, any purchases an employee makes with a ~~Wheatland County purchasing corporate credit~~ card in violation of this waiver will result in disciplinary action, up to and possibly including termination of employment, depending upon the severity and repeat nature of the offense.

Agreement for Wage Deductions Associated with Improper Use of Purchasing Corporate Credit Card

I, [INSERT EMPLOYEE'S NAME], hereby certify that I understand and agree to abide by the Wheatland County's waiver regarding use of a Wheatland County-issued Purchasing corporate credit ~~C~~card, a copy of which I have received, and which has been explained to me. I agree that if I make any personal purchases (i.e., transactions for the benefit of anyone or anything other than Wheatland County) in violation of that waiver, the amount of such purchases is an advance of future wages payable to me, that Wheatland County may deduct that amount from my next paycheque, and that if there is a balance remaining after such deduction, Wheatland County may deduct the balance of the wage advance from my future paycheques until the amount is repaid in full. I further agree that if I make any non-personal transactions in violation of the waiver in question, i.e., incur financial liability on Wheatland County's part that is not within the scope of my duties or my authorization to make business-related purchases, I am financially responsible for any such expenses and agree to reimburse Wheatland County via wage deductions for such amounts until the unauthorized amounts are fully repaid. Such deductions will be in the amount of the unauthorized purchase(s), but if such amount would take my pay below minimum wage for the pay period in question, the deductions will be in two or more equal increments that will not take my pay below minimum wage for any pay period involved.

Signature of Employee

Name – printed

Date

Wheatland County Representative

Date

ADDENDUM TO 2.1 PROCUREMENT POLICY FOR GOODS AND SERVICES

SCHEDULE D – Bid Evaluation Framework

Employees may use this framework to ensure that bids are being evaluated in accordance with Wheatland County's Procurement Policy. This framework does not apply to bid processes being evaluated by price only.

Evaluation criterion and weights provided in this framework are suggestions; they may be modified at the discretion of employees depending on the nature of the good and/or service being purchased and any unique requirements of the selection process.

Criterion Weight %

Commented [U51]: Took a stab at this after reading the example policy. Used evaluation criteria pulled from standard RFPs that have gone out. Can include it or delete it, if including need to reference somewhere in the policy, perhaps in responsibilities. "A bid evaluation framework is provided in Schedule D to assist employees in evaluating bids in accordance with this policy."

Formatted: Font: Bold, Font color: Black

Formatted: Normal (Web), Centered, Space After: 0 pt, Line spacing: single

Formatted: Font: 12 pt

Formatted: Font: 12 pt

Formatted: Font: 12 pt

Formatted: Font: 12 pt, Bold

Procurement Policy. Page 18

1. Corporate profile:	5%
2. Qualifications/experience of personnel assigned to the project:	15%
3. Experience and past performance working with local governments:	10%
4. Availability and capability to meet work requirements as assigned:	20%
5. Experience completing similar projects:	25%
6. Estimated Project Cost:	25%
	100%

Individual Criterion Ranking

Scoring shall be awarded on a scale of 0 to 5. Partial scores or scores not defined below will not be used.

The range is defined as follows:

5	Fully exceeds expectations. Proponent clearly understands the requirements, excellent probability of success.
4	Somewhat exceeds expectations, high probability of success.
3	Fully meets expectations. Proponent has a good understanding of the requirements, no weaknesses or deficiencies, good probability of success.
2	Partially meets expectations, minor weakness or deficiencies, fair probability of success.
1	Does not meet expectations or demonstration of the understanding of the requirements, major weakness or deficiencies, low probability of success.
0	Lack of response or complete misunderstanding of the requirements, no probability of success.

Other Considerations

Where appropriate, employees/procurement staff are encouraged to shall include statements and selection criteria enabling them to effectively consider/evaluate total cost of ownership, environmental, and ethical considerations within procurement and bid documents.

Total Cost of Ownership: The purchasing and supply function must fully embrace the philosophy of continuous improvement and will continue to be a leader in advanced public procurement solutions that are quality focused. Where appropriate, employees should consider the total cost of ownership of goods in procurement activities where possible.

Formatted: Font: 12 pt

Formatted: Indent: Left: 1.27 cm, Space After: 0 pt

Formatted: Font: 12 pt

Formatted: Font: 12 pt, Underline

Formatted: Font: 12 pt

Formatted: Font: 12 pt

Formatted: Indent: Left: 13.97 cm

Formatted: Font: 12 pt, Bold

Formatted: Font: 12 pt

Formatted: Space After: 0 pt

Formatted: Centered, Space After: 0 pt

Formatted Table

Formatted: Font: 12 pt

Formatted: Font: 12 pt, English (Canada)

Formatted: Centered, Space After: 0 pt

Formatted: Space After: 0 pt

Formatted: Space After: 0 pt

Formatted: Font: 12 pt

Formatted: Centered, Space After: 0 pt

Formatted: Font: 12 pt, English (Canada)

Formatted: Space After: 0 pt

Formatted: Font: 12 pt

Formatted: Centered, Space After: 0 pt

Formatted: Space After: 0 pt

Formatted: Font: 12 pt

Formatted: Centered, Space After: 0 pt

Formatted: Space After: 0 pt

Formatted: Font: 12 pt

Formatted: Centered, Space After: 0 pt

Formatted: Font: 12 pt

Formatted: Font: 12 pt, Bold

Formatted: Space After: 0 pt

Formatted: Font: 12 pt

Formatted: Normal

Formatted: Font: 12 pt, Italic

Formatted: Font: Bold

Environmental and Ethical Standards: Where appropriate, employees should purchase goods and/or services that meet the highest possible environmental and ethical standards.

Ethically Preferred: Where appropriate, employees should purchase products or services that are produced or delivered under conditions that meet or exceed the standards for employment conditions and human rights for manufacturers and suppliers established by national or provincial governments, or the International Labour Organization.

Formatted: Font: Bold

Environmentally Preferred: Where appropriate, employees should purchase products or services that have a lesser impact on human health and the environment when compared with competing products or services.

Formatted: Font: Bold

Sample:

Please provide a copy of your business' Ethical and Environmental Policies and/or Procedures for consideration.

Formatted: Font: 12 pt, Italic

OR

Formatted: Font: 12 pt, Bold, Italic

Please describe the ethical and environmental merits of the good or service being offered.

Formatted: Font: 12 pt, Italic

Formatted: Font: Italic

Formatted: Font: 12 pt, Italic

Formatted: Font: 12 pt, Italic

Wheatland County

Department Report

Regular Council Meeting

July 7, 2020

Report prepared by: Diane Bodie



Community and Development Services Report – June 2020

Recommendation from Administration

THAT Council accepts the Community and Development Services Report as information.

Report

Community Services:

- Ongoing monitoring of COVID-19 updates to assess how they may affect Community Services.
- Participate in weekly regional Community Services virtual meeting to information share on COVID-19 response, closures and openings.
- Speargrass Recreation Area site planning and required permits. Working with the Community group on coordination moving the cost sharing project forward.
- Worked with Carseland Ag Society on Community garden project and agreement.
- Cluny playground equipment community engagement survey launched and closed. Received 53 responses. Working on securing quotes for the top-rated equipment selections from the survey. Once quotes are secured, results of the survey and equipment selections will be shared on the website.
- Ongoing communication with Rosebud community on tree planting and replacement plan.
- Drafted and amended Playground Equipment Funding Policy which was approved at the June 16, 2020 Council meeting.
- Four cemetery inquiries.

Economic Development:

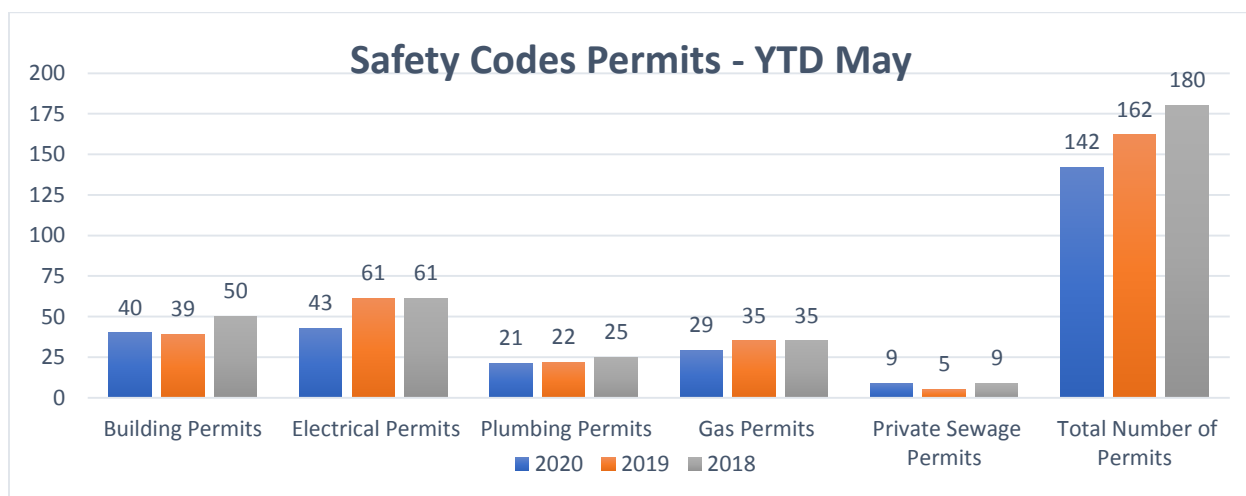
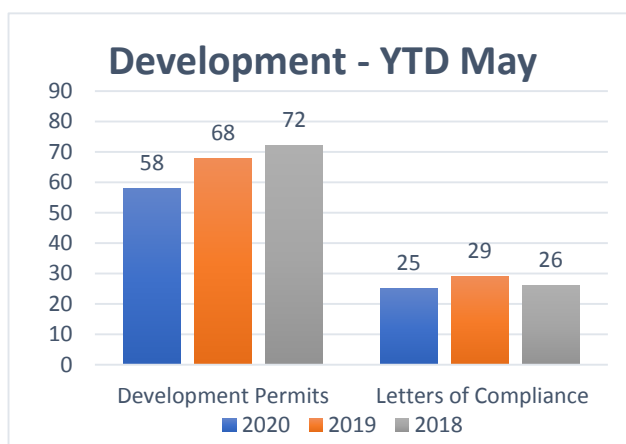
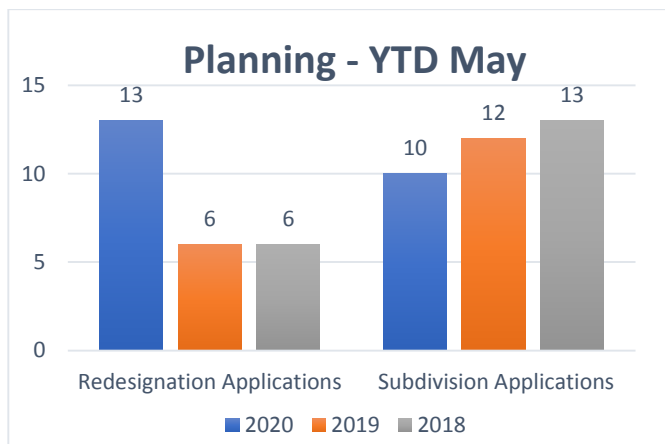
- The weekly Infinite Possibilities public conference call with businesses and business support stakeholders are ongoing. A highlight in June was having Todd Hirsch, VP and Chief Economist with ATB Financial present and take questions on thoughts of where the economy is going through the pandemic. We are now recording sessions on Microsoft Teams platform and posting to the WC YouTube channel.
- Working regionally on strategy development for business supports through the recent business survey and preparing for the next survey to be offered in July.
- Presented to WFCSS and their monthly interagency meeting about doing Google training sessions for non-profits which they are interested in doing in the near future.
- Presented on Business Communication using Technology to Business Retention Expansion International online conference to other communities primarily across North American communities.
- CrowdRiff integration into WC website and WC Mercantile content is being developed to launch agriculture value-adding initiative.

GIS:

- Reviewed, approved, and received 2020 Aerial photograph. 2020 imagery is now available for access to internal users and available to view on Munisight.
- Most of the 1,700 faded sign replacements for the south facing signs along RGE RD/HWY roads have been replaced. Have been receiving a lot of calls about TWP RD signs fading, on both east and west side. Will need to review and replace both sides of TWP RD signs that were installed back in 2011 (about 700).
- Setup collector app in coordination with gravel pit technician to collect points of interests in ditches.
- Working towards creating soil data within the County with the data received from the Government of Alberta.
- Private driveway data has been updated around the County.

Planning, Development and Safety Codes:

- Continue to process various land redesignation, subdivision, development applications and safety codes applications.



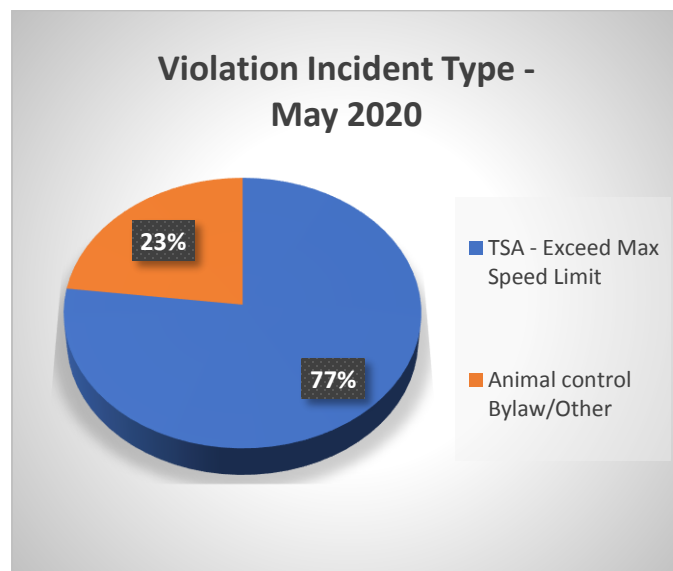
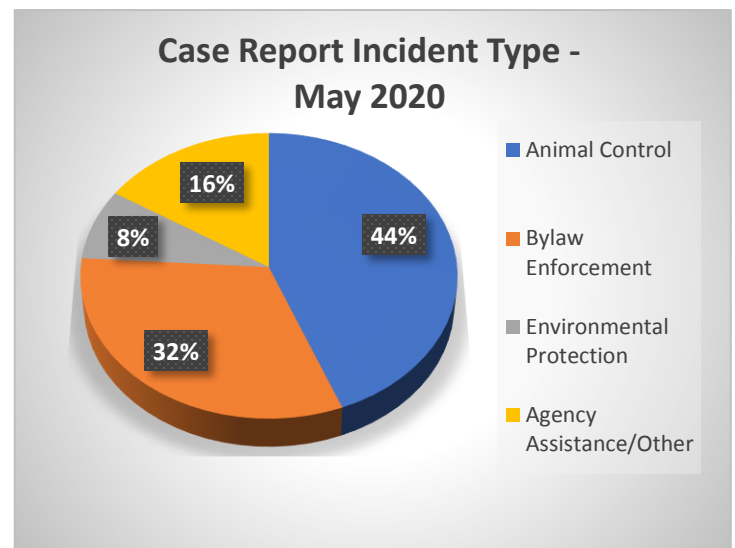
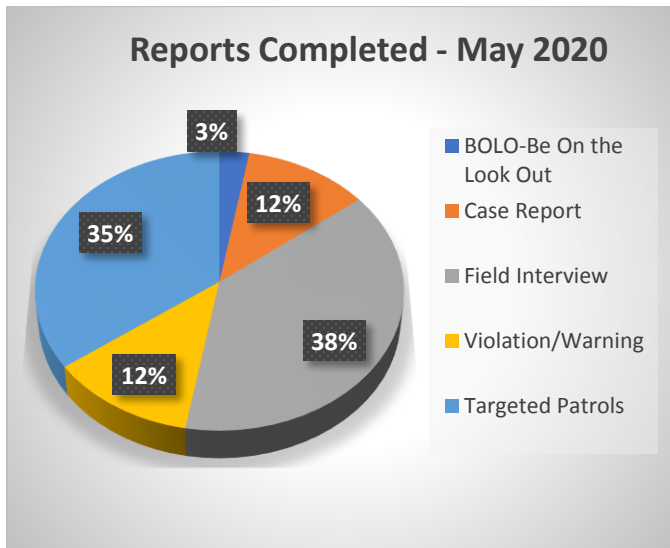
	May 2020	2020 YTD	2019 YTD	2018 YTD
	Deemed Complete	Deemed Complete	Deemed Complete	Deemed Complete
<u>Planning</u>				
Redesignation Applications	1	13	6	6
Subdivision Applications	1	10	12	13
Area Structure Plans	0	0	0	0
Area Concept Plans/Other	0	0	0	0
<u>Safety Codes</u>				
Building Permits				
Residential	13	34	28	42
Multi Family/Commercial/ Industrial/Other	0	6	11	8
Total Residential Value	\$1,293,150	\$4,806,150	\$4,432,537.50	\$9,143,826
Total Multi Family/ Industrial/Other Value	\$0	\$1,094,563	\$2,270,000	\$4,711,831
Total Combined Value	\$1,293,150	\$5,900,713	\$6,702,538	\$13,855,657
Total Building Permits	13	40	39	50
Electrical Permits	8	43	61	61
Plumbing Permits	7	21	22	25
Gas Permits	9	29	35	35
Private Sewage Permits	0	9	5	9
Total Permits Processed	37	142	162	180

	May 2020	2020 YTD	2019 YTD	2018 YTD
	Received & Reviewed	Received & Reviewed	Received & Reviewed	Received & Reviewed
<u>Development</u>				
Development Permits	24	58	68	72
Certificates of Compliance	7	25	29	26

Protective Services:

- In 2020, the Protective Services department adjusted the way that the officers are tracking events to accurately reflect the duties that they are performing around the County. For the month of May, the department dealt with 21 Case Files. These are files that involve some sort of investigative action on the part of the officer. There were 69 Field Interview reports. These reports are filled out when an officer has a non-investigative file to deal with, such as a ratepayer enquiry, enforcement matter or recording the purchase of a dog licence. There were 63 targeted patrols. These targeted patrols are made to specific locations due to multiple concerns or complaints coming from the area.
- Officers conducted 54 community patrols throughout the month. These are times spent patrolling a specific area looking for violations or other infractions. Some community patrols may result in a case report, or field interview report. Officers also recorded 113 general patrols. These are non-urban patrols where officers patrol the various divisions. Officers in May made 5 patrols to the County's Banned Roads.
- May saw 13 violation tickets issued, mostly for Speeding. There were also 9 recorded stops where the violator was released with a verbal educational warning. The reason for the decline is due to the pandemic, and safety cautions directing officers to deal with dangerous offences.

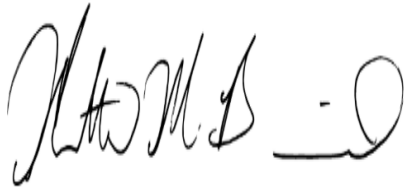
- The Covid-19 virus pandemic continues to provide new duties and issues for the Protective Services department. Officers are patrolling the hamlets reminding residents of social distancing when seen. The Alberta Government provided authority for Community Peace Officers to enforce the public health regulations. The protocol is that complainants are to contact the Public Health Inspector, and if warranted, these files may be dispatched down to a CPO for investigation and follow up. Protective Services officers are working in Emergency Management as well preparing in case the County is required to provide assistance to Alberta Health. As GFL continues the planned clean up of the legacy pile, officers are continuing to monitor this situation as well. The Calgary Humane Society has stopped taking in animals due to the pandemic, however, if officers do pick up any dogs we have alternate clinics where these animals can be taken.



Report Approval Details

Document Title:	June 2020 Community and Development Services Report.docx
Attachments:	- DP Maps - May.pdf
Final Approval Date:	Jun 22, 2020

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

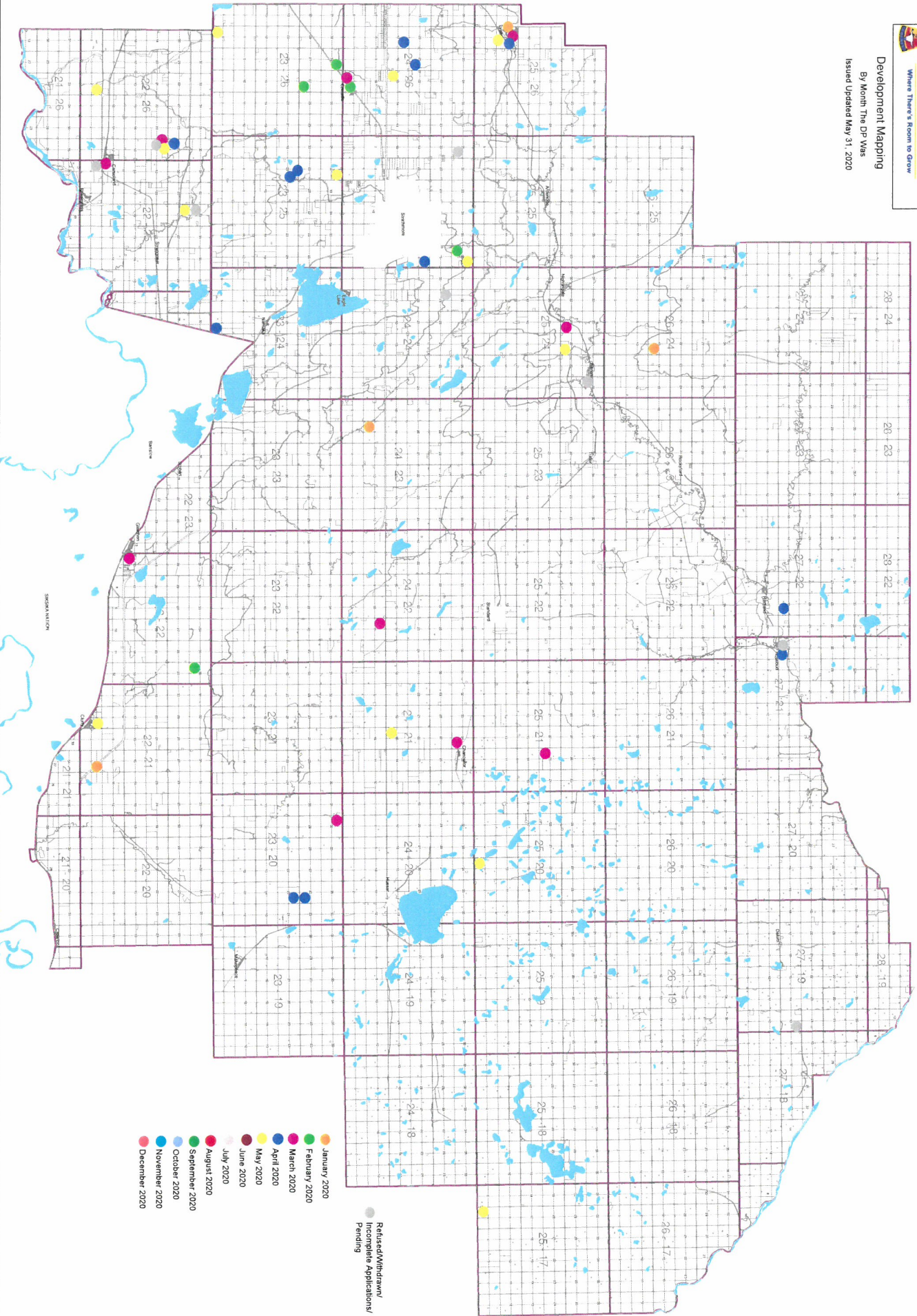
A handwritten signature in black ink, appearing to read 'MB - 0'.

Matthew Boscarol



Development Mapping

By Month The DP Was
Issued Updated May 31, 2020

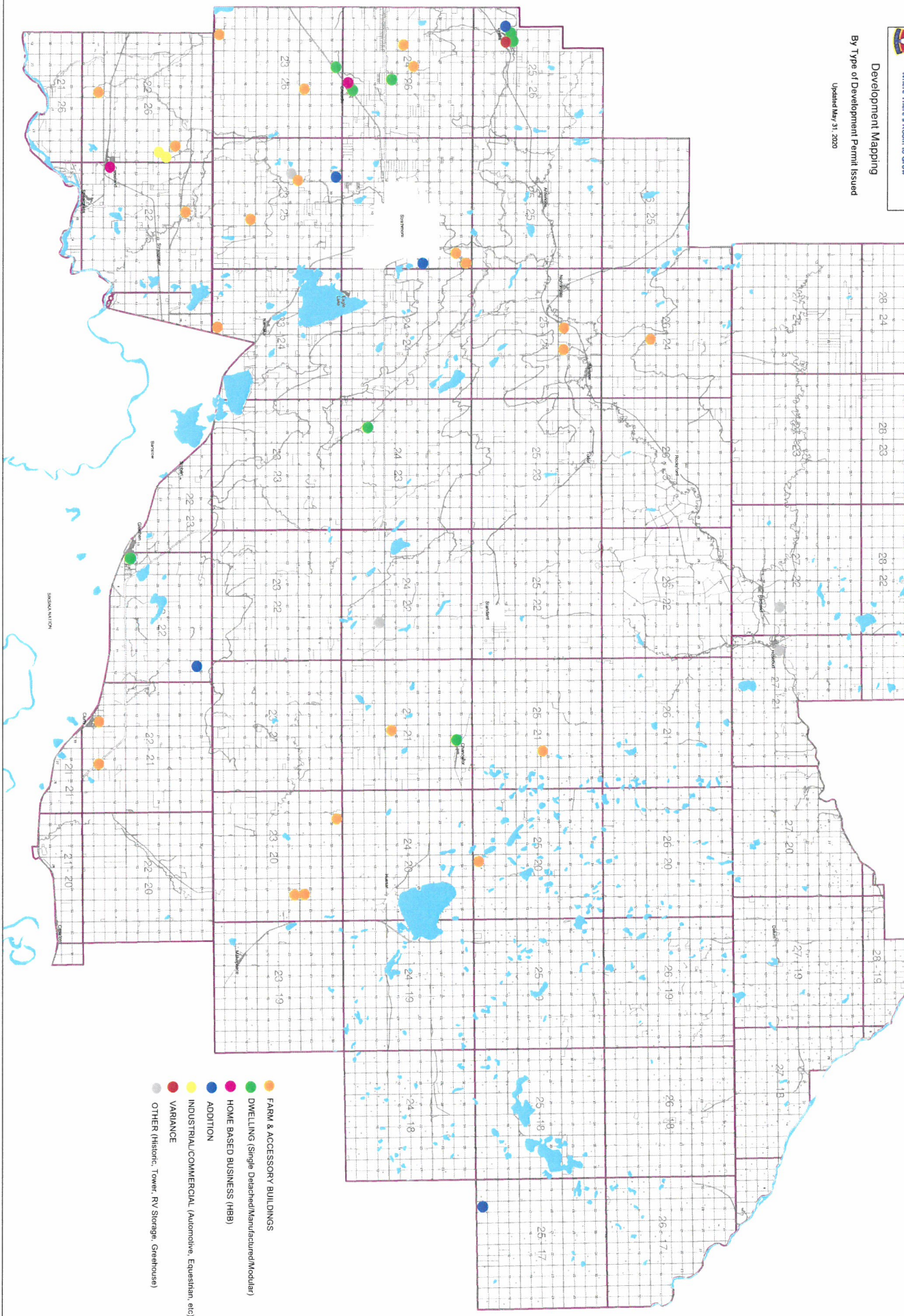




Development Mapping

By Type of Development Permit Issued

Updated May 31, 2020



Wheatland County

Request for Decision

Regular Council Meeting

July 7, 2020

Report prepared by: Dave Rimes



Carseland & District Community Association & Agricultural Society Letter of Support.

Recommendation from Administration

That Council direct administration to draft a letter of support for the Carseland & District Community Association & Agricultural Society for opening their outdoor recreation facilities.

Chief Administrative Officer's Comments

N/A

Report

The Carseland & District Community Association & Agricultural Society (CDCAAS) has requested a letter of support from the County on opening outdoor recreation facilities and associated activities. The attached copy of the email to Councillor Biggar outlines:

- The challenges and difficulties the CDCAAS are experiencing;
- To open the dialogue to discuss the possibility of easing the restrictions for outdoor activities;
- The measures the CDCAAS have implemented to prevent the spread of Covid-19 with the goal of meeting the provincial guidelines.

Administration has reviewed the CDCAAS proposed measures which appear to meet the provincial guidance. The only input/comment is that the CDCAAS incorporate a formal hazard assessment and control template if they do not already have one. This hazard assessment tool will also assist with worker task tracking, worksite conditions, and possible contacts if required for tracking of contact of a Covid-19 case.

Administration may also be able to help in researching how other communities are reopening similar outdoor recreational facilities and activities. Staff could also assist the CDCAAS in sourcing best practices to achieve compliance with current Stage 2 guidance for outdoor recreation.

Relevant Policies, Practices, and Legislation

Guidance for Sport, Physical Activity and Recreation

Alignment with the Strategic Plan

N/A

Response Options

Option 1: THAT the proposed recommendation is accepted/approved.

Option 2: THAT the proposed recommendation is not accepted/approved.

Option 3: THAT an alternate recommendation is accepted/approved.

Implications of Recommendation

N/A

General

N/A

Organizational

N/A

Financial

N/A

Environmental, Staff, and Public Safety

Staff time to complete recommendations

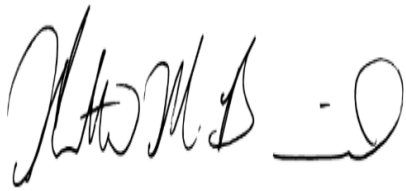
Follow-up Action / Communications

1. Administration to draft letter of support for the CDCAAS.
2. Administration to research other communities to assist CDCAAS in sourcing best practices to achieve compliance with current Stage 2 guidance for outdoor recreation.

Report Approval Details

Document Title:	Carseland and District Community Association and Agricultural Society Letter of Support.docx
Attachments:	- Carseland and District Community Email July 7, 2020 Council meeting.pdf - AB Guidance for Sport Stage 2.pdf
Final Approval Date:	Jun 24, 2020

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

A handwritten signature in black ink, appearing to read 'Matthew Boscarol', followed by a horizontal line and a small circle.

Matthew Boscarol

From: Donna Biggar <donna.biggar@wheatlandcounty.ca>
Sent: Thursday, June 18, 2020 10:02 AM
To: Council <council@wheatlandcounty.ca>; Matthew Boscarol <matthew.boscarol@wheatlandcounty.ca>
Subject: Fwd: Support for Community Association

Donna Biggar,
Division 3 Councillor, Wheatland County
Donna.Biggar@wheatlandcounty.ca
Mobile: 403-371-8096
www.wheatlandcounty.ca
www.infinetwc.ca

The content of this email is confidential and intended for the recipient specified in message only. If you received this message by mistake, please reply to this message and follow with its deletion. It is prohibited to copy, forward, or in any way reveal the contents of this message to anyone. Wheatland County puts high priority on security, therefore, measures have been put into place to ensure that the message is error and virus-free. Despite these efforts, the integrity and security of this email cannot be guaranteed over the Internet. Therefore, the sender will not be held liable for any damage caused by the message.

From: CDASCA President <president@carselandalberta.ca>
Sent: Wednesday, June 17, 2020 2:00:47 PM
To: Donna Biggar <donna.biggar@wheatlandcounty.ca>; CDASCA First Vice President <firstvice@carselandalberta.ca>; CDASCA Second Vice President <secondvice@carselandalberta.ca>; CDASCA Executive Assistant <execassist@carselandalberta.ca>
Subject: Support for Community Association

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon Donna,

I am writing to you today to request support from our municipality. We as a small community association depend on the income generated from our facilities to support other programs in our community. The changes that have come with the Covid 19 Pandemic have created some financial difficulties for us. We are hoping to open a dialogue with the government to discuss the possibility of easing the restrictions for outdoor activities.

To that end, we have had several requests for use of our Ball Diamonds. The groups that have approached us have done their due diligence and have provided Covid 19 protocols to ensure compliance with the requirements as outlined on the Alberta.ca website.

We have implemented the following:

1. Training of all employees in the hazard assessment and controls required for working with the public.
2. Creation and implementation of Safe Work Practices and Procedures for use of Personal Protective Equipment, Sanitization of work spaces and facilities, Positive Covid Worker. I have attached copies of these documents for your review.
3. Installation of lexican barriers at food and beverage stations in our concession stands. Unidirectional hallways in the concession area to ensure safe distancing is maintained.

4. Signage is posted in all public restrooms and concession areas for proper hand washing and safe distancing.
5. Hand sanitizer has been supplied in several public spaces.
6. Restriction of access to bleachers and showers.
7. Security sweeps to ensure compliance with regulations.

We look forward to your input and support. Should you have any questions or concerns please contact me.

Your assistance with this matter is appreciated.

Regards,

Georgina Nicholls
President
Carseland & District Community Association & Agricultural Society

GUIDANCE FOR SPORT, PHYSICAL ACTIVITY AND RECREATION – STAGE 2

Overview

Under current Chief Medical Officer of Health Orders, businesses and entities are required to:

- implement practices to minimize the risk of transmission of infection among attendees;
- provide procedures for rapid response if an attendee develops symptoms of illness;
- ensure that attendees maintain high levels of sanitation and personal hygiene;
- comply, to the extent possible, with the [COVID-19 General Relaunch Guidance](#) this guidance, and any other applicable Alberta Health guidance found at [Alberta.ca/BizConnect](https://alberta.ca/BizConnect).

This document has been developed to support sport, physical activity and recreation organizations and facilities in reducing the risk of transmission of COVID-19 among attendees (including participants, staff, volunteers, participants and the general public). The guidance outlines public health and infection prevention and control measures specific to (a) sport, physical activity and recreation (indoor and outdoor) and (b) the operation of indoor facilities.

COVID-19 droplet transmission is much more likely when individuals are in close contact. Further, the likelihood of transmission between individuals participating in sport, physical activity and recreation in an indoor setting is significantly higher. While transmission is less likely in an outdoor setting, where air flow is greater and there is more space for individuals to keep physically distanced, transmission can occur if public health guidance is not followed.

COVID-19 can also be transmitted if someone touches a contaminated surface and then touches their face without washing their hands. Many activities involve shared equipment among participants, coaches/staff, instructors, officials or volunteers (for example, shared baseballs, basketballs, volleyballs). The virus does not enter the body through skin; it enters through the eyes, nose or mouth when an individual touches their face. This is why regular hand hygiene and cleaning of high-touch surfaces are so important.

In addition to following the Government of Alberta's guidance, those participating in organized activities sanctioned by, or affiliated with, a provincial or national organization should ensure they are also complying with their governing body's guidelines, assuming they meet or exceed provincial requirements. It is recommended that every organization develop a publicly available written plan. A template can be found in the appendices of the [General Relaunch Guidance](#). The Government of Alberta will not be approving written plans.

This document and the guidance within it is subject to change and will be updated as needed. Current information related to COVID-19 can be found at [Alberta.ca/covid19](https://alberta.ca/covid19).

GUIDANCE FOR SPORT, PHYSICAL ACTIVITY AND RECREATION – STAGE 2

1.0 Facility Considerations

General	<ul style="list-style-type: none">• This guidance should be used in conjunction with any additional applicable facility-specific guidance on the Alberta Biz Connect website.• Wherever possible, activities should be re-located to outdoor settings.• Facility ventilation systems should be both operational and appropriate for the activities practiced within.<ul style="list-style-type: none">○ Facility owners may wish to consult with an expert in Heating, Ventilation and Air Conditioning (HVAC) for assistance.• Support healthy indoor air quality by:<ul style="list-style-type: none">○ Discouraging use of scents to prevent sneezing and coughing.○ Maintaining appropriate humidity levels.○ Limiting the casual use of overhead ceiling fans or portable pedestal fans as much as possible. If fans are used, minimize air flow that directs current from one person directly toward another.○ Air filters used in ventilation systems should consider MER-14 or High Efficiency Particulate Air (HEPA) rated filters.○ Discard air filters carefully to prevent the discharge of viral particles.• Provide natural ventilation by opening windows and doors wherever possible to increase air flow.• Designate a responsible person to oversee activities to ensure public health guidelines are followed.• Consideration should be given to how to appropriately include or accommodate vulnerable persons such as seniors, those with disabilities and persons with compromised immune systems.<ul style="list-style-type: none">○ Examples include reducing attendance, offering virtual methods of engagement and dedicating certain rooms/times for those at greater risk.○ Instructors/responsible persons may not know who is an at-risk person, so consideration may be given to beginning high-intensity group physical activities with a reminder that there may be increased risk of transmission in these settings, and spacing guidance should be carefully followed.
----------------	--

GUIDANCE FOR SPORT, PHYSICAL ACTIVITY AND RECREATION – STAGE 2

	<ul style="list-style-type: none"> • Remove unnecessary communal items such as candy, magazines and complimentary phone chargers. Where disposable water cups are provided, place a garbage receptacle close by for any used cups. • Indoor child play centres remain closed at this time.
Staff and Volunteers	<ul style="list-style-type: none"> • Assign equipment and supplies to individual staff members and avoid any unnecessary sharing. • Staff who are exhibiting symptoms of COVID-19, who have returned from international travel in the past 14 days, or who have been in close contact with a case of COVID-19 in the last 14 days must stay home. • It is recommended that all staff be knowledgeable with respect to how COVID-19 is transmitted (i.e., droplet and contact transmission). • It is suggested that facilities designate a responsible person to ensure public health guidelines are followed (e.g., watching for adherence to physical distancing). <ul style="list-style-type: none"> ○ The responsible person should not be someone engaged in other critical duties (e.g., referee, lifeguard). • Encourage hand hygiene among staff. • Staff should wear masks when they are not separated by a physical barrier or 2 metre distance from participants. Guidance is available here. <ul style="list-style-type: none"> ○ Other personal protective equipment may be appropriate depending on the task being performed (e.g., First Aid or resuscitation). • When facility staff are transferring a participant with a disability in and out of equipment, or assisting caregivers with an activity, both the staff member and participant should wear masks whenever a 2 meter distance cannot be maintained.
Points of Entry and Controlling Access	<ul style="list-style-type: none"> • Physical barriers are recommended to separate front-desk attendants and patrons. • Provide hand sanitizer (60% alcohol or higher) at entry and exit points, and encourage patrons to also bring their own. • Limit physical contact by using online payment and registration or hands-free check in. If wrist-bands are required, the operator should use self-applied bracelets and advise patrons to remove them once they arrive home.

GUIDANCE FOR SPORT, PHYSICAL ACTIVITY AND RECREATION – STAGE 2

	<ul style="list-style-type: none"> • To promote distancing, facilities should consider reducing capacity in each room, venue, court, pool or ice surface in the facility. • Consider using a booking system that sets out specified activity durations (e.g., 1 hour workout periods, 90-minute ice times). • Request that participants arrive no more than 5-10 minutes before their appointment or game. Coordinate appointment or game times to avoid crowding and reduce wait times. • Encourage patrons to limit their time spent in the facility and to maintain physical distancing when returning to vehicles or homes.
Facility Screening	<ul style="list-style-type: none"> • Consider implementing active screening of attendees (where applicable) and staff for symptoms of fever, sore throat, cough, runny nose or difficulty breathing. <ul style="list-style-type: none"> ○ Operators may choose to use the Alberta Health Daily Checklist. ○ The Alberta Health Services COVID-19 Self-Assessment tool can be used by attendees • Any participant that is exhibiting any symptoms cannot enter the facility or participate.
Sanitation, Cleaning and Disinfecting	<ul style="list-style-type: none"> • In addition to routine facility cleaning protocols, increase frequency of sanitation of commonly touched surfaces and shared equipment (such as water fountain handles, doorknobs, handrails, light switches, countertops, tables, equipment handles and consoles). <ul style="list-style-type: none"> ○ A written cleaning and disinfecting schedule is recommended. Encourage staff to document the time a specific area is cleaned. • Increase the frequency of cleaning of gymnasium floors to reduce the risk of transmission from shared objects (e.g., balls) and those who use wheelchairs. • Provide hand sanitizer throughout the facility and ensure that hand washing sinks are fully stocked with soap and paper towels • Follow the cleaning and disinfecting guidance in the General Relaunch Guidance. <ul style="list-style-type: none"> ○ Follow the disinfectant label instructions for use. ○ Consult the manufacturer's instructions before applying disinfectant to any potentially sensitive equipment in the facility (i.e. touch pads, electronics). • Ensure that used cleaning supplies are properly disposed of in a lined waste bin that is emptied at least daily.

GUIDANCE FOR SPORT, PHYSICAL ACTIVITY AND RECREATION – STAGE 2

Locker Rooms and Change Rooms	<ul style="list-style-type: none"> Facilities should discourage the use of locker rooms and change rooms whenever possible. <ul style="list-style-type: none"> Encourage participants to come dressed for their activity. Set capacity limits on how many people can use locker rooms at the same time. Adjust lockers to enable physical distancing. Ensure that surfaces, sinks and toilets in are cleaned and disinfected regularly. Remove self-serve and common-use items such as hair dryers, cotton swabs and disposable razors.
Physical Distancing	<ul style="list-style-type: none"> Alter booking times of facility amenities (e.g., courts, pools, auxiliary rooms) to create a buffer between sessions. Participants and spectators are expected to maintain a distance of 2 metres in lobbies, change rooms, multi-purpose rooms, free-weight areas and while off the field of play (players' bench, bleachers, etc.). <ul style="list-style-type: none"> For high intensity physical activity (e.g., rows of treadmills and elliptical machines), consider physical barriers or at least three metres distancing between equipment. Distancing exceptions can be made for those who are from the same household. Wherever possible, promote physical distancing by: <ul style="list-style-type: none"> promoting one-way traffic flow to avoid individuals from inadvertently interacting; placing stickers or signage on the wall/floor at 2 metre distances; spacing seats, or assigning seating, at 2 metre distances; limiting classes and group fitness to cohort groups only (e.g., assigned class times). Facilities should develop procedures that allow for uncongested drop off and pick up of participants. (e.g., drive-thru lanes for pick up and drop off of sport participants, dedicated entrances and exits for incoming and outgoing sport teams) Common area chairs and tables should be stacked, roped off or removed from the area to promote distancing.
Spectators	<ul style="list-style-type: none"> Spectators (excluding parents and guardians where necessary for player support) should be kept out of participant spaces (e.g., fields of play, courts, ice surfaces). Physical distancing of minimum 2 metres should be maintained by spectators/attendee at all times, unless from the same households or cohort family.

GUIDANCE FOR SPORT, PHYSICAL ACTIVITY AND RECREATION – STAGE 2

	<ul style="list-style-type: none"> Up to a maximum of 100 seated spectators are allowed, provided a distance of 2 metres between attendees from different households/cohort families is maintained. It is strongly recommended that all spectators wear masks, especially in an indoor setting. Cheering and yelling is strongly discouraged at this time as it presents a high risk of spreading droplets.
Encouraging Participant Hygiene	<ul style="list-style-type: none"> Encourage participants to bring their own equipment to the facility. Wherever possible, limit the use of shared equipment unless participants engaged in the same activity are from the same household. <ul style="list-style-type: none"> Participant-owned equipment, including sport gloves, should be visibly clean. Equipment handled by hand or head (e.g., tennis balls, basketballs, soccer balls) during play should be frequently cleaned. Where rental equipment is provided, it should be assigned to one person only and be cleaned and disinfected upon return. Do not use equipment that cannot be disinfected. Participants should not share any personal items (e.g., water bottles, towels). Enable and encourage participants to perform frequent hand hygiene before, during and after the activity. <ul style="list-style-type: none"> Participants can be encouraged to carry and use their own hand sanitizer. Participants should refrain from touching their eyes, nose, mouth and face while participating or while wearing sporting gloves. Encourage participants to exhibit good respiratory etiquette (i.e., sneezing or coughing into the crook of the elbow, no spitting, no clearing of nasal passages, coughing or sneezing into a tissue).
Masks	<ul style="list-style-type: none"> Guidance on how to wear a mask properly can be found here. Patrons and participants may wear a mask when they are not engaging in intense physical activity.
Communications	<ul style="list-style-type: none"> Communicate to all participants (coaches/staff, instructors, officials, participants, and their guardians, volunteers) about the risk of COVID-19 and practices that should be undertaken to mitigate risk. <ul style="list-style-type: none"> Communication platforms could include online registration forms, rental contracts and automated telephone switchboards.

GUIDANCE FOR SPORT, PHYSICAL ACTIVITY AND RECREATION – STAGE 2

	<ul style="list-style-type: none"> Information posters and fact sheets can be downloaded here. Place appropriate signs throughout the facility explaining: <ul style="list-style-type: none"> Physical distancing expectations Hand hygiene and respiratory etiquette Cleaning and disinfection practices In the event that a participant requires basic first aid, consider having a family member attend to the injured. If not possible, if the first aider is a facility employee they should use appropriate personal protective equipment, including a mask and gloves.
Equipment	<ul style="list-style-type: none"> Reconfigure fitness equipment (e.g., weight machines) to promote physical distancing. Consider installing physical barriers between equipment wherever increased distancing is not possible. <ul style="list-style-type: none"> It is strongly recommended that both physical barriers and at least 3 metres of distance greater distances be placed between equipment used for high intensity activities (e.g., treadmills, stationary bikes) to lessen the likelihood of transmission from higher exertion. Have processes to ensure enhanced cleaning and disinfection of shared fitness equipment between each use by having readily available supplies and cleaning reminders and instructions located in accessible places. Facility staff should ensure that cleaning occurs between uses.
Rapid Response to Symptomatic Individuals	<ul style="list-style-type: none"> Facilities and organizers are required to have a rapid response plan in place to manage symptomatic participants, spectators and staff. A rapid response plan sets out a fast-action plan for operators when an attendee shows symptoms of COVID-19. <ul style="list-style-type: none"> Details on rapid response can be found in the General Relaunch Guidance. Plans should include: <ul style="list-style-type: none"> Immediate isolation of the symptomatic participant from others, including arrangement for safe travel home (e.g., no public transit). Consideration of suspension or temporary cancellation of the event. Cleaning and disinfecting of all equipment and surfaces that may have come into contact with the symptomatic participant. Performance of hand hygiene by remaining participants.
Facility Amenities / Food and Beverage	<ul style="list-style-type: none"> Venues that offer food or beverage services must adhere to the Guidance for Restaurants, Cafes, Pubs, and Bars.

GUIDANCE FOR SPORT, PHYSICAL ACTIVITY AND RECREATION – STAGE 2

	<ul style="list-style-type: none"> • Ensure vending machines are cleaned frequently, in particular touch keypads.
--	--

2.0 General Considerations for Sport, Physical Activity and Recreation Organizations

Considerations for Modifying Activities	<p>To help plan activities, practices or games, consider the following:</p> <ul style="list-style-type: none"> • Can the activity be modified to reduce the sharing of equipment touched by hands or sporting gloves? • Can the activity be modified to increase opportunities for physical distancing? • Can the activity be done outdoors instead of indoors? • Can activities, practices and game play be shortened, or performed with fewer participants?
Mini-leagues: Cohorting Participants	<ul style="list-style-type: none"> • All aspects of organized sport, physical activity and recreation may proceed (programming, training, practice and competition) if physical distancing is possible. • If those not participating in physical activity are unable to maintain safe physical distancing, masks should be worn. In sports and activities that generally involve interaction between participants at a distance of less than 2 metres, it is recommended that: <ul style="list-style-type: none"> ○ The activity occur outdoors, or ○ Modification of the activity or sport occur to keep participants at a safe distance. • Where sports and activities cannot be modified to maintain distance, limit the number of contacts between different participants. This is done by playing within set cohorts¹ (e.g., mini-leagues, with a fixed number of participants). <ul style="list-style-type: none"> ○ Mini-leagues should not exceed 50 people. This number includes those participants, officials, coaches and trainers who cannot maintain 2 metres of distance from others at all times. This number does not include parents and spectators. • Cohorts or mini-leagues should remain together during Stage 2 of Relaunch and only play within the same geographical region (e.g., within a county, town or quadrant of a city). • It is recommended that mini-leagues be supervised by a responsible person whose role is oversight over maintenance of the group and other public health guidance.

¹ Cohort is defined as a closed, small group of no more than 50 individuals who participate in the same sport or activity, and remain together for the duration of Stage 2

GUIDANCE FOR SPORT, PHYSICAL ACTIVITY AND RECREATION – STAGE 2

Public Health Contact Tracing	<ul style="list-style-type: none"> • Participants, coaches, instructors, officials or volunteers who become symptomatic during an activity are required to be isolated from others and must return home immediately. • To support public health contact tracing efforts in the event that an attendee tests positive, operators should consider collecting the names and contact information of attendees. • Providing information is voluntary for attendees. An organization must obtain an individual's consent and notify them about the purpose and legal authority for the collection. • Information about attendees will only be requested by Alberta Health Services if a potential exposure occurs onsite. • For businesses/workplaces, this includes staff, workers and volunteers on shift. Where feasible to do so, and particularly for personal services and group events, it should also include patrons/customers/the general public. • Records should only be kept for two weeks. An organization must make reasonable security arrangements to protect the personal information. • Any personal information that is collected for COVID-19 contact tracing can only be used for this purpose, unless an individual provides their consent. • For more information, the Office of the Information and Privacy Commissioner has released Pandemic FAQ: Customer Lists about collecting personal information from customers during the COVID-19 pandemic. • For questions about your obligations under PIPA, please contact the FOIP-PIPA Help Desk by phone at 780-427-5848 or by email at sa.accessandprivacy@gov.ab.ca. • Organizations may encourage participants to download the ABTraceTogether contact-tracing app to assist public health officials with contact tracing in the event an outbreak should occur.
Masks	<ul style="list-style-type: none"> • Participants can wear masks when they are not engaging in intense physical activity. • Masks should NOT be worn when conducting intense physical activities. <ul style="list-style-type: none"> ○ Masks and face shields cannot be assured to stay in place during the course of intense activity. ○ There is some evidence to suggest that wearing a mask during high intensity activities could have negative health effects. ○ Mask use during swimming can increase the likelihood of choking or drowning.

GUIDANCE FOR SPORT, PHYSICAL ACTIVITY AND RECREATION – STAGE 2

Participants, Coaches, Instructors, Staff, Volunteers, Officials, Aides	<ul style="list-style-type: none"> • Participants should proactively and regularly monitor for symptoms. Symptomatic individuals are prohibited from participating. • Hand hygiene should occur before and after each activity. <ul style="list-style-type: none"> ○ Hands should be cleaned before and after using sporting gloves. ○ Gloves should be cleaned after each use. • To the extent possible, participants should refrain from touching their eyes, nose, mouth and face during activity. • Practice respiratory etiquette. Participants should refrain from spitting and clearing their nasal passages during activities. • Limit group celebrations and other customs during activities (e.g., handshakes, high fives, fist bumps, chest bumps) that bring participants with 2 meters or promote contact. • Water bottles should be labelled with the name of the owner. Do not share water bottles. • To the extent possible, arrive dressed and ready to participate. There will be limited access to locker rooms to prevent gathering. • After activities, individuals should minimize time spent in dressing/locker/change rooms and maintain physical distance lobbies and common spaces. • Transportation to and from activities should be arranged so that only cohort members, or members from the same household, share rides.
Competition and Mini-League Play	<ul style="list-style-type: none"> • For those activities where participants are unable to adhere to physical distancing, cohorts of a total of 50 individuals should be formed (mini-league). <ul style="list-style-type: none"> ○ Mini-leagues should remain together for the duration of Stage 2 of Relaunch. ○ Mini-leagues allow sport teams to return to a safe level of play, and will help to mitigate risk of widespread transmission by limiting the number of athletes that come within close contact. • The 50 person maximum includes coaches/staff, instructors, participants from multiple teams, officials, and volunteers who cannot maintain 2 metres of distance from others at all times. • Each mini-league can be comprised of multiple teams, to a maximum of 50 people. Within each mini league, game play can resume between teams. <ul style="list-style-type: none"> ○ Game play between teams must be limited to teams within the same cohort/mini-league. ○ Teams in different mini-leagues should not play each other. • At least 2 metres distancing should be maintained between all when off the field of play (e.g., on benches, during intermission).

GUIDANCE FOR SPORT, PHYSICAL ACTIVITY AND RECREATION – STAGE 2

	<ul style="list-style-type: none"> ○ The 2 metre physical distancing rule can be relaxed for participants from the same household.
Travel	<ul style="list-style-type: none"> • For Stage 2 of Relaunch, activities should be restricted to local community opportunities. Participants should not seek sport, physical activity and recreation opportunities in other regions, or out of province. <ul style="list-style-type: none"> ○ Cross-jurisdictional, or inter-regional, play should not occur at this stage.

3.0 Sport and Activity-Specific Considerations

High intensity Fitness Classes and Studios (Dance, High Intensity Classes)	<ul style="list-style-type: none"> • There is no scientific evidence establishing a 'safe' distance between participants during indoor high intensity activities. <ul style="list-style-type: none"> ○ Both operators and participants should proceed with this type of exercise with caution and should take appropriate measures to reduce risk of exposure and transmission. • For high-intensity class (e.g., Zumba®, Spin®/cycle class, hot yoga, boot camp), reduce the overall number of participants in classes to ensure that a minimum distance of 3 meters is maintained in all directions of each participant. <ul style="list-style-type: none"> ○ Increase physical distance, or install physical barriers, between the instructor and participants. • Allow adequate time to thoroughly clean and disinfect equipment between each class. • Instructors should be assigned and wear microphones to reduce the need for shouting. <ul style="list-style-type: none"> ○ Participants singing along to the music or shout back at the instructor should be discouraged. • Consider creating cohorts of classmates by assigning specific times for the same participants to partake in classes. • Mitigate the potential for classmates to gather before and after a class within the facility. • Ensure group fitness classrooms are well ventilated (e.g., open windows if possible). • For classes with significant movement (i.e. dance, fighting), it is recommended the program be altered to limit the need to travel within the room. Consider dancing in a designated area or moving the class outdoors.
---	--

GUIDANCE FOR SPORT, PHYSICAL ACTIVITY AND RECREATION – STAGE 2

	<ul style="list-style-type: none"> Dance lessons for couples from the same household or cohort family can proceed with 2 metres of spacing maintained between couples.
Low Intensity Fitness Classes (e.g. Yoga, Pilates)	<ul style="list-style-type: none"> Participants should be encouraged to bring their own equipment (e.g. mats, blocks). If equipment is shared, it should be cleaned and sanitized between users. Where fitness activities involve participants in close proximity to the floor, the floor should be cleaned thoroughly between each class. Participants should be arranged to maintain 2 metres distance between each other at all times.
Weight Rooms	<ul style="list-style-type: none"> Space weight machines at least 2 metres apart. Consider greater distances (3 metres) between aerobic fitness equipment where high exertion is common (e.g., treadmills, rowing machines, stationary bikes). Designate areas for the use of certain equipment (e.g., stretching areas, kettle bell areas) and for movement (e.g., heavy rope, tire flipping zone) to ensure distancing is maintained. Consider using markers on the floor to define designated areas and manage flow of participants. If equipment cannot be moved, and positioning will result in participants being within a 2 metre distance, consider blocking off every other piece of equipment or erecting barriers such as acrylic glass between equipment. Where spotting is necessary for heavy weight lifting, participants may form small cohorts to limit direct contact with others.
Indoor Tracks	<ul style="list-style-type: none"> Width of track lanes should be considered for physical distancing. Consider limiting the use of every second lane. It is suggested that runners travel in the same direction on the track. Encourage outdoor running wherever possible.
Squash and Racquet Ball Courts	<ul style="list-style-type: none"> Where not playing with family members, participants should play within a cohort/mini league. Encourage participants to bring their own clean equipment when possible. <ul style="list-style-type: none"> Where equipment is rented, operators should clean and disinfect between uses.

GUIDANCE FOR SPORT, PHYSICAL ACTIVITY AND RECREATION – STAGE 2

Gymnastics and Rock Climbing	<ul style="list-style-type: none"> • Establish appointments and designate climbing times to ensure physical distancing can be maintained. • Climbers and gymnasts should be asked to thoroughly wash their hands before and after using shared equipment (e.g., climbing holds, beams, rings). • Many surfaces in these settings cannot be effectively sanitized. Facilities may consider modifying training to limit the number of surfaces handled by participants. <ul style="list-style-type: none"> ○ Encourage climbers to clean hands immediately prior to and after use. • Remove any self-serve chalk bowls and require participants to bring their own chalk. • Remove mats and other equipment that is torn or in disrepair as these items cannot be effectively sanitized. • If gear or equipment rental is permitted, ensure it is cleaned and disinfected after being returned. • Enhance the frequency of cleaning of handholds, rings, bars and other frequently handled surfaces. • Consult the Alberta Gymnastics Cleaning Guide for specific instructions on how to clean equipment.
Arena Sport (Figure Skating, Ringette, Hockey)	<ul style="list-style-type: none"> • Ice use should be limited to organized activities (e.g., figure skating, hockey, ringette). No more than 50 people can be on the ice/boxes at the same time. This includes referees and coaches, but does not include spectators.
Multi-use Gymsnasiums, Fieldhouses and Community Centres	<ul style="list-style-type: none"> • Total number of individuals in a gymnasium setting should not exceed 100. • If different activities are conducted in the gymnasium setting, cohort groups should be kept separate. Physical barriers (e.g., curtains) are recommended if possible. <ul style="list-style-type: none"> ○ Participants of different activities should not mix with other activity participants. • Organized court sports (e.g., volleyball, basketball, badminton, pickle ball) may occur with cohorts of no more than 50 persons. • Players should follow marked one-way traffic patterns when entering and exiting the gymnasium. • Gymnasium floors should be thoroughly cleaned at an enhanced frequency.

GUIDANCE FOR SPORT, PHYSICAL ACTIVITY AND RECREATION – STAGE 2

Martial Arts, Mixed Martial Arts, Wrestling, Boxing	<ul style="list-style-type: none">• For any activities with close and sustained contact between participants, cohorts should be used to the greatest extent possible.<ul style="list-style-type: none">○ For this setting, cohorts should be comprised of those from the same weight class or skill level.• Remove any mats or equipment that is torn or in disrepair, as these items cannot be properly cleaned and disinfected.
Personal Training /Coaching/Nutritional Consultations	<ul style="list-style-type: none">• These services should continue to be offered virtually, or outdoors, if possible.• In-person sessions should allow for physical distancing or barriers between the client and trainer. If this is not possible, the trainer should consider wearing a mask.
Pool and Aquatic Activities (Swimming, Diving)	<ul style="list-style-type: none">• Consult the Guidance for Swimming Pools.

Wheatland County

Request for Decision

Regular Council Meeting

July 7, 2020

Report prepared by: Dave Rimes



Eagle Lake RV Resort Water Supply

Recommendation from Administration

That Council accept the Eagle Lake RV Resort Water Supply report for information.

Chief Administrative Officer's Comments

N/A

Report

At the January 14, 2020 regular Council meeting, the following Resolution was made:

"CM-2020-01-35 Approval that administration investigate the water servicing improvements, implemented by the lessee on County owned land (Roll #6233000), to ensure compliance. –carried"

As a result of this resolution, administration investigated the water servicing improvements to this County owned parcel. The results yielded applicable regulations from two provincial jurisdictions of Alberta Environmental Protection and Alberta Health Services (AHS). Administration researched requirements and conducted a site inspection June 11, 2020.

As the regulator of the water system, AHS requires:

- a bacteriological test once per month;
- a chlorine residual test once per week; and,
- results are reviewed during the AHS regular inspections.

Administration concludes that the water servicing improvements and operation are compliance with applicable regulations.

Relevant Policies, Practices, and Legislation

Relevant legislation is the Alberta Water Act and Public Health Act. Best practices to limit County liability has the lease agreement incorporating clauses for: "Compliance with Laws, Indemnity, and Insurance".

Alignment with the Strategic Plan

N/A

Response Options

Option 1: THAT the proposed recommendation is accepted/approved.

Option 2: THAT the proposed recommendation is not accepted/approved.

Option 3: THAT an alternate recommendation is accepted/approved.

Implications of Recommendation

General

N/A

Organizational

N/A

Financial

N/A

Environmental, Staff, and Public Safety

Ensure compliance to applicable legislation for public safety.

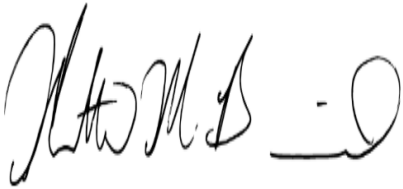
Follow-up Action / Communications

N/A

Report Approval Details

Document Title:	Eagle Lake RV Park Water Supply.docx
Attachments:	
Final Approval Date:	Jun 22, 2020

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

A handwritten signature in black ink, appearing to read 'Matthew Boscarol' with a stylized flourish at the end.

Matthew Boscarol

Wheatland County

Department Report

Regular Council Meeting

July 7, 2020

Report prepared by: Cindy Sweere



June Transportation and Agriculture GM Report

Recommendation from Administration

That Council accepts the General Manager of Transportation and Agriculture, June 2020 report.

Report

Public Works Crews

- While the Gravel Crew is at Lund's they will add gravel to RR190 and fix some areas on RR193 north of Dalum and Twp.280, once complete they will move and continue gravelling for Divisions 2 and 5.
- The Construction Crew is working on RR245 and should be completed by July1st, clean-up will take all of July to complete.
- Surfacing Crew has completed the first round of Calcium and are now patching in the hamlets, once done they'll take the road reclaimer to RR261 and work up a couple areas then over to Lyalta to rework the access road to the elevator.
- When the Mulching Crew finishes in the Standard area, they will be moving to RR190.

The Hamlet and Utilities / WTS

Carseland

There was a water break at the north end of McKinnon Drive, gravelling of alleyways has been completed and grading is underway. Valve exercising and leak detection base line testing has been completed. In the process of obtaining quotes for sidewalk replacement at 413 Mckinnon Drive. At the WTS there was 2 transtor bins replaced and a tree was removed by contractor because it was hanging on the power line.

Cluny & Chancellor

Completed alleyway grading in Cluny and all roadways have been graveled in Chancellor Gleichen

Performed cc locates and shutoffs on County owned facilities for meter installs. Grading of lanes and alleyways has been completed and the removal of dead trees and stumps has been done throughout the hamlet, tree watering is being performed weekly. Gray's did a water and sewer install for a lot on 9th Ave. At the WTS a transtor bin was damaged and repaired by a contractor.

Rosebud

Sewer break at 312-Severn Ave was repaired also need to do a cleanup of trees and branches because of the windstorm, also had to replaced 1 transtor bin at the WTS.

Speargrass

Valve exercising, leak detection and base line testing has been completed. Graveling of the WTP access road has been done.

General

- Street cleaning has been completed in all hamlets
- Installed Alberta Recycling signs at the used oil areas at all sites.
- Hydraulic fittings have been changed out on all transfer bins to a new type to prevent leaking of hydraulic oil.
- Garbage p/u from ditches by WTS Co-ordinator as needed.

Facilities

- Fire alarm deficiencies still ongoing.
- Gleichen Arena is about 75% complete. End date middle of July.
- Completed the flow testing on the fire pump.
- Alarm and camera system maintenance being completed in June. (Siemens and Tyco)
- Irrigation repairs are ongoing.

Gravel / Roads

- Contractor has crushed 22,000 tonnes at the Ridgeland pit, once finished they will move to the Fish Lake Pit.
- Working with consultant on a five-year report for Christensen Pit, Alberta Environment requires an update every 5 years.
- Coordinating funding for railway crossing upgrades
- Working with GIS department on a GPS finder to track curb stops, manholes etc. to update current drawings.
- Coordinating Water Act Notification for TWP Rd 230 for future road construction. Notification has been posted on signs at TWP RD 230 for one (1) week.
- Ongoing approach inspections and traffic counts.

Land

- Still working on the Rosebud Telus Lot.
- Namaka Hall Lease – still waiting for the local community association to get together so that the agreement can be signed.
- Gleichen encroachment – document has been sent to LTO for registration.
- Lease at Carseland transfer site - tender is typically the process but need approval to lease/proceed first from Council.
- Rosebud encroachment – working with an owner in Rosebud for a proposed path and retaining wall.
- Assist landowners enquiring about land purchases within Wheatland County, as well as a couple of legal office questions.

General

- Preparing RFD for Muirfield lots process.
- Coordinated request for Father's Day event put on by the Mercantile in Muirfield, working on updating lease with legal.
- New tenants have signed up for Muirfield RV lot, working on updating rental agreements with legal.
- CSMI Cooperative discussions ongoing, agreements still under review.
- Redland informal survey regarding WRC Phase III being conducted, continuing to connect with residents in the area.
- Coordinating with multiple departments and legal counsel on transfer of Muirfield infrastructure to the County. Reviewing multiple requests from the Muirfield community and determining our authority before responding.

Agriculture & Environment Report

- Roadside mowing program started on June 9th.
- 15ft mower will do only one cut this year in the fall due to staff reduction. Grader mowers will cut all roads on their first cut.
- Seeding completed on 245 until construction crew finishes up. Seeding also completed on Rockyford access road and Wintering Hills and Cluny gravel pits.
- 230 plastic grain bags rolled to date.
- Sprayed County sites: Fire halls in Strathmore and Gleichen, Transfer sites: Cluny, Carseland, Gleichen, etc.
- Responded to 7 weed complaints & requests for weed identification
- Bertha Armyworm traps put out the week of June 8th with counts every week to the end of July.
- Dealing with some severe Black Henbane infestations in the Redland/Rosebud area.
- Working with IT to develop an online strychnine application form and payment method.
- Received an extension to April 27, 2021 for the Livestock Emergency Response Grant.
- ALUS Wheatland Partnership Advisory Committee meeting held June 9th via teams. 8 projects considered, 6 approved for a total of 115 acres.
- Continuing to support producers completing EFP (10 completed, 11 in progress) and CAP applications (14)
- Working with the Alberta Invasive Species Council to update the Identification Guide of Alberta Invasive Plants
- 1 Rosebud WRRP project approved in Rocky View County (fencing and off-site watering)
- The Wheatland Agricultural Stewardship Program (4 projects approved) and the Safe Water Wells Action Program (6 projects approved, 1 on the wait list) are now fully allocated.
- Agricultural Land Trust Resolution for Fall RMA Conference and 2021 ASB Conference completed with assistance and information from Stan Carscadden of Alberta Farmland Trust.
- Shelterbelt and Ecobuffer Seedling Funding Program was closed to applications as of April 9, 2020. 13 applications were received under the program requesting a total budget allocation of approximately \$12,000. Budget reduced due to 2020 budget cutbacks. Four planting projects have been completed to date for a total fund distribution of \$2,230.
- Completed soil movement educational campaign and fact sheet publication.
- Exploring opportunity presented by the Alberta Environment and Parks Wetland Replacement Program that has a current intent to partner with municipalities for the pursuit of wetland restoration and construction opportunities.

- Applied for and received two seasonal Temporary Water Diversion Licenses for dust control to support the gravel crew; one for Severn Reservoir and one for Duck Lake.
- Discussions with P&D employees about ER/ERE policy being written. Task created to develop draft ER/ERE Management Policy to describe Transportation and Agriculture department responsibilities in managing ER and ERE lands; draft to be completed by end of August.

Report Approval Details

Document Title:	June Transportation and Agriculture GM Report.1.docx
Attachments:	
Final Approval Date:	Jun 30, 2020

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

A handwritten signature in black ink, appearing to be 'MZ' followed by a long, sweeping horizontal stroke.

Michael Ziehr

A handwritten signature in black ink, appearing to be 'Brian Henderson' in a cursive script.

Brian Henderson

Wheatland County

Request for Decision

Regular Council Meeting

July 7, 2020

Report prepared by: Mike Ziehr



Contract Award - Automatic Vehicle Location System

Recommendation from Administration

That Wheatland County Council approve awarding the contract for Automatic Vehicle Location (AVL) services to MRF Geosystems Corporation for a (5) five year term for the full term cost of \$278,790.00.

Chief Administrative Officer's Comments

N/A

Report

Wheatland County has utilized Automatic Vehicle Location (AVL) systems for a number of years on our fleet units. These GPS systems help track county vehicles and provide useful information regarding operator safety, accountability to ratepayers and help determine where efficiencies can be realized in operations.

Recently the contract with our current supplier has ended and the County obtained three written quotes for replacement services. Of the three supplied quotes, only MRF met the specific requirements requested to meet our needs. Quotes were obtained from MRF Geosystems, Fleet Complete and Titan GPS.

The estimated 5-year term costs are:

MRF - \$278,790

Fleet Complete - \$241,395

Titan GPS - \$238,764

MRF is the preferred option based on seamless integration into our current programming, enhanced ability to expand into fire, peace officer units, etc. The ASB department currently utilizes the MRF systems to track weed spraying and mower units. MRF is also currently developing a digital vehicle inspection checklist to ensure compliance with transportation regulations. Having a single unified system increases efficiency by eliminating the need to monitor multiple systems.

Relevant Policies, Practices, and Legislation

This process is exempt from the NWPTA regulations based on exemption 2 (g) where it can be determined that only one supplier is able to meet the requirements of the contract.

Alignment with the Strategic Plan

N/A

Response Options

Option 1: THAT the proposed recommendation is accepted/approved.

Option 2: THAT the proposed recommendation is not accepted/approved.

Option 3: THAT an alternate recommendation is accepted/approved.

Implications of Recommendation

General

Contract will be awarded to MRF Geosystem Corporation and system will be installed in units.

Organizational

N/A

Financial

The total cost of the five-year term is \$278,790.00 to be funded from the operating budget, Public Works-Contracted services.

Breakdown:

Year 1 - \$40,317.50

Year 2 - \$68,135

Year 3 - \$68,135

Year 4 - \$68,135

Year 5 - \$34,067.50

Environmental, Staff, and Public Safety

N/A

Follow-up Action / Communications

N/A

Report Approval Details

Document Title:	Automatic Vehicle Location system.docx
Attachments:	- MRF-Wheatland County MASTER CONSULTING AGREEMENT - PW AVL.pdf
Final Approval Date:	Jun 28, 2020

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

A handwritten signature in black ink, appearing to be 'MZ' followed by a long, sweeping horizontal stroke.

Michael Ziehr

A handwritten signature in black ink, appearing to be 'Matthew Boscariol' in a cursive script.

Task assigned to Brian Henderson was completed by delegate Matthew Boscariol

Brian Henderson

MASTER CONSULTING AGREEMENT

MEMORANDUM OF AGREEMENT made as of the 11th day of May, A. D. 2020.

BETWEEN:

Wheatland County, Alberta
(hereinafter called "WC" or "Customer")

OF THE FIRST PART

- and -

MRF GEOSYSTEMS CORPORATION, a body corporate with an
office in The City of Calgary, in the Province of Alberta,

(hereinafter called "the Consultant" or "MRF")

OF THE SECOND PART

WHEREAS:

- (A) The parties wish to provide the general terms and conditions under which the Consultant will, from time to time, provide goods or perform services for WC;
- (B) This Agreement will control and govern all goods provided and services performed by the Consultant for WC during the term hereof.

NOW, THEREFORE, the Parties to this Agreement, in consideration of the mutual promises hereinafter contained, AGREE AS FOLLOWS:

1. DEFINITIONS

In this Agreement the following words and terms have the following respective meanings:

"Agreement" means the terms and conditions herein, together with all Statements of Work(s) which are attached or related.

"Deliverable" or "Deliverables" means any information or materials developed for or otherwise provided by the Consultant to WC under this Agreement and Statement of Work.

"Intellectual Property" means any and all intellectual and industrial property including software, compilations of data and computer databases (whether or not protected by copyright), specifications, designs and industrial designs, confidential information, trade secrets, works of authorship, inventions and improvements, and systematic methods, techniques and approaches.

"Intellectual Property Rights" includes all intellectual and industrial property rights and rights of a similar nature in and to Intellectual Property including all rights to copyrights, trade-marks, publicity rights, personality rights, moral rights, patents, inventions, discoveries, industrial designs, design rights, trade secrets and information of a confidential nature and all applications, registrations, renewals and extensions pertaining to the foregoing.

"Key Personnel" means the employees or contractors of the Consultant identified in the Agreement.

"Purchase Order" means a purchase order issued and authorized by WC.

2. WC appoints the GIS Coordinator or such other person as WC may from time to time designate in writing, as its authorized representative to communicate with the Consultant under this Agreement.
3. The Consultant appoints the President of MRF, or such other person as the Consultant may from time to time designate in writing, as its authorized representative to communicate with WC under this Agreement.
4. The consideration payable to the Consultant by WC, exclusive of Goods and Services Tax for the proper performance and provision of the Services presented in this Agreement shall be the maximum sum of **(\$278,790.00)** excluding GST, as set out in Schedule "A" attached hereto.
5. The Consultant will issue invoices as per Schedule "A" attached hereto, to WC for the term of the contract. WC will pay the invoice(s) within thirty (30) days of receipt of the invoice.
6. WC may withhold a portion of any fees and expenses that WC, acting reasonable, disputes in good faith; only the portion disputed may be withheld, the balance shall be paid in accordance with the usual terms of this Agreement. WC will provide in writing a reasonably detailed explanation of WC's reason for withholding any payment, and payment disputes will be subject to the dispute resolution procedures set forth in this Agreement. Payment disputes will not affect the Consultant's obligations to provide the services or goods as agreement and to provide in accordance with the Schedule "A" and any other of the Consultant's obligations under this Agreement.

7. RESOURCES

- 7.1 Any individual named and identified as Key Personnel in the applicable the Agreement may be considered essential for the services to be performed under this Agreement, and accordingly:
 - (a) if the Consultant is contemplating or proposing replacing any of the Consultant's Key Personnel with another individual it will provide reasonable notice to WC and submit detailed justifications together with the *curriculum vitae* of the proposed replacement to permit evaluation by WC of the impact which such replacement would have on the Agreement;
 - (b) no personnel replacement will be made by the Consultant without the prior written consent of WC; and
 - (c) all costs associated with the training of the replacement personnel will be at the sole cost of the Consultant.
- 7.2 The Consultant shall have the right to subcontract trained and certified consultants to perform services pursuant to this Agreement with WC's consent, which shall not be unreasonably withheld, provided the subcontractor is subject to WC's Non-Disclosure Agreement and the obligations herein.
- 7.3 WC may request removal of any employee, consultant or sub-contractor of the Consultant at any time on ten (10) business day's prior written notice to the Consultant and agrees to pay the Consultant for the employee, consultant or sub-contractor through the ten (10) day notice period for any scheduled time in the notice period. In the event of material misconduct by an employee, consultant or sub-contractor that would constitute cause for dismissal in a situation of employment, the requirement for prior notice will not apply.
- 7.4 Neither party shall solicit for employment nor directly or indirectly induce the termination of employment of any of each other's personnel during the term of such employees' assignment to or

work on this Agreement and for the period of twelve (12) months following termination of assignment of each such employee. For the sake of clarification, the foregoing restrictions shall not apply if an employee of one party seeks employment with the other as a result of a response to a general solicitation (newspaper, trade journal, website, other advertisement or job fair).

8. CONFIDENTIALITY

- 8.1 "Confidential Information" means the terms of this Agreement; all information provided either orally or in writing which a reasonable man would know to be confidential; any matters relating to the business of WC or the Consultant which may become known to it by reason of its services; any provided software, related documentation or related performance test results derived by WC; any methods, concepts or processes utilized in provided software or related documentation.
- 8.2 Confidential Information shall remain the sole property of the disclosing party and all such Confidential Information will be kept confidential by the receiving party, except to the extent that such information is reasonably required to be divulged to its employee's (and contractor's bound by obligations of confidentiality at least as restrictive as those set forth herein) to perform this Agreement. The parties agree to protect the Confidential Information of the other in the same manner it protects the confidentiality of similar information and data of its own (and at all times exercising at least a reasonable degree of care).
- 8.3 Items will not be deemed Confidential Information if (i) available to the public other than by a breach of an agreement with the Consultant, (ii) rightfully received from a third party not in breach of any obligation of confidentiality, (iii) independently developed by one party without use of the Confidential Information of the other; (iv) known to the recipient at the time of disclosure (other than under a separate confidentiality obligation); or (v) produced in compliance with applicable law or court order, provided the other party is given reasonable notice of the same. Both parties agree to indemnify the other for any damages the other may sustain resulting from their unauthorized use and/or disclosure of the other's Confidential Information. Such damages shall include reasonable expenses incurred in seeking both legal and equitable remedies.

9. INTELLECTUAL PROPERTY RIGHTS

- 9.1 "Materials" does not include concepts, processes, methodologies, techniques, ideas or know-how (collectively, "Know-How") developed or acquired by Consultant in the performance of the Services. Nothing in this Agreement shall prohibit or restrict Consultant from freely using for itself or for its clients, its Know-How acquired during the course of providing any services or work to WC, so long as Consultant does not infringe any intellectual property right of WC or breach its confidentiality obligations in this Agreement.
- 9.2 The Consultant covenants that to the best of their knowledge all services or Materials or both, provided or to be provided by the Consultant do not infringe any Intellectual Property Right in Canada or elsewhere with respect to or in connection with the intended use of the services or Materials or both by WC.
- 9.3 The Consultant agrees to indemnify WC from and against any loss, damage or liability for the infringement of any Intellectual Property Right by WC arising from or in connection with the services or Materials or both. The Consultant agrees it will defend, at its sole expense, any and all claims brought against WC for Intellectual Property infringement.

10. INDEPENDENT CONTRACTOR

- 10.1 The Consultant agrees and acknowledges that this Agreement does not create a relationship of master and servant between WC and the Consultant and the Consultant will not, except as may be expressly set out in this Agreement, be subject to the control of WC so far as the manner or method by which it performs the services under this Agreement. The Consultant will for all purposes be an independent contractor.
- 10.2 The Consultant agrees that no benefits normally provided to employees of WC will apply and no deductions will be made for Alberta Health Care, Alberta Blue Cross, Sickness and Accident Benefits, Long Term Disability, Group Life Insurance, MEBAC Dental Plan or Local Authorities Pension Plan and further that no deductions will be made for Income Tax, Canada Pension Plan and Employment Insurance. The Consultant will ensure that each of its representatives involved in providing the services under this Agreement is aware of and understands this provision.
- 10.3 The Consultant is responsible for paying all taxes, rates, assessments and premiums as may be required to be paid by the Consultant or on behalf of its representatives by reason of this Agreement, by any federal, provincial or municipal law, and the Consultant will indemnify and save harmless WC there from.
- 10.4 In compliance with Part XIII and Regulation 105 of the Canada Income Tax Act and articles under International Tax Conventions, WC is required to withhold source deductions from all taxable payments made to non-residents. Canada Revenue Agency and Tax Treaties between governments specify the percentage withheld. Annual T4A-NR or NR4 slips will be issued to non-residents for total amounts withheld to be used as foreign tax credits under their participating country's income tax provisions.

11. INSURANCE

- 11.1 The Consultant will, during the term of this Agreement and at its own expense, maintain with Insurers allowed by the laws of the Province of Alberta to issue an insurance policy in Alberta, and in a form satisfactory to WC Solicitor and General Counsel the following insurance policies:
- (a) a Commercial General Liability insurance policy for bodily injury (including death) and property damage in an amount of not less than FIVE MILLION DOLLARS (\$5,000,000.00) inclusive limit for any one occurrence and such policy must include:
 - (i) WC named as an Additional Insured;
 - (ii) Cross Liability Clause;
 - (iii) Broad-Form Contractual Liability coverage;
 - (iv) Non-Owned Automobile Liability Clause;
 - (v) Products & Completed Operations coverage;
 - (b) If applicable, an appropriate Professional Liability/Errors or Omissions Liability insurance policy in an amount of not less than TWO MILLION DOLLARS (\$2,000,000.00) and such insurance shall remain in operation for at least twelve (12) months after completion of this Agreement.

The said insurance policies should include a provision for WC Solicitor to be given thirty (30) days written notice prior to cancellation and thirty (30) days written notice prior to any material change of said insurance policies requested by the Consultant.

If required by WC, the Consultant will furnish documentary evidence satisfactory to WC Solicitor of such insurance and of the renewal or continuance thereof within ten (10) business days following any expiry date(s).

The Consultant and not WC is responsible for any deductible that may apply in any of the said insurance policies.

12. INDEMNITY AND LIMITATION OF LIABILITY

- 12.1 The Consultant agrees to be responsible for its own actions. The Consultant agrees to indemnify and hold harmless WC and all its employees and authorized representatives from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, legal fees, costs and expenses of whatsoever kind or nature, including loss caused by a software virus, whether arising before, during or after completion of the services hereunder and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, by reason of any wrongful act, omission, fault or negligence whether active or passive of the Consultant or of anyone acting under its direction or control or on its behalf in connection with or incidental to the performance of this Agreement.
- 12.2 Notwithstanding Section 12.1 and except for a breach of confidentiality covered by Section 8. and Intellectual Property indemnity covered by Section 9., the Consultant's liability for damages arising out of, relating to or in any way connected with the relationship of the parties, this Agreement or the provision of the services, shall not exceed TWO MILLION (\$2,000,000) DOLLARS.
- 12.3 In no event shall either the Consultant or WC be liable for indirect, incidental or consequential damages due to lost profits, data or goodwill in connection with or arising out of or under the Agreement or the services provided by the Consultant under the terms of the Agreement.

13. TERMINATION

- 13.1 WC may terminate this Agreement upon ten (10) days notice in writing to the Consultant. If WC gives any notice under this Section:
- (a) all Materials prepared up to and including the effective date of the termination is the property of WC and shall be delivered to WC; and
 - (b) WC will pay the Consultant for the services performed by the Consultant up to the effective date of the termination.
 - (c) WC will pay the Consultant the annual fees for the three year term of this contract.
- 13.2 This Agreement may be terminated by WC immediately, to be confirmed within five (5) days by WC in writing, in the event of a material breach of this Agreement or other material act of default or misconduct including but not limited to, negligence, poor performance or misrepresentation of skills. WC will pay the Consultant for the services performed and related expenses up to the effective date of the termination.
- 13.3 This Agreement may be terminated by MRF upon ten (10) days notice in writing to WC. If MRF gives any notice under this Section:
- (a) all Materials prepared up to and including the effective date of the termination is the property of WC and shall be delivered to WC.

14. GENERAL CLAUSES

- 14.1 This Agreement is subject to the *Freedom of Information Protection of Privacy Act* (Alberta). All documents submitted to WC are subject to the protection and disclosure provisions of the *Freedom of Information and Protection of Privacy Act* (Alberta) as amended from time to time. While this Act allows persons a right of access to records in WC's custody or control, it also prohibits WC from disclosing personal or business information where disclosure would be harmful to business interests or would be an unreasonable invasion of person privacy as defined in Section 16 and 17 of the Act.

The Consultant should identify appropriate parts of any proposal or submission as confidential, since this will clearly establish its expectations toward the document, both to WC as a public body and to the Information and Privacy Commissioner in any review of or refusal of access. WC, however, may not be able to meet these expectations in every instance.

- 14.2 The Consultant will comply with all federal, provincial, municipal bylaws, rules, orders or regulations, as amended from time to time, relevant to the Consultant's obligations herein, including, but not limited to the following:

- (a) *Workers' Compensation Act* (Alberta)
 - (i) Where applicable, the Consultant shall ensure compliance with the requirements of the *Workers' Compensation Act* (Alberta) and all applicable regulations thereunder. Where applicable, the Consultant will maintain an account in good standing with the Workers' Compensation Board (WCB) and provide verification from the WCB that the Consultant has an account in good standing with the WCB at the beginning and at any time during the performance of this Agreement. WC may, notwithstanding any other provision of this Agreement, refuse to make a final payment to the Consultant unless the Consultant furnishes a letter or other evidence from the WCB that the Consultant's account with the WCB is in good standing.
 - (ii) Notwithstanding the foregoing, all worker's compensation claims by the subcontractors employed by the Consultant will be the sole responsibility of the Consultant, and the Consultant specifically agrees that it will indemnify and hold harmless WC from such claims.
 - (b) *Labour Relations Code* (Alberta);
 - (c) *Occupational Health and Safety Act* (Alberta);
 - (d) *Environmental Protection and Enhancement Act* (Alberta);
- and the regulations thereunder.

- 14.3 The Consultant represents that it is fully experienced and properly qualified to perform the work provided for herein, and that it is properly licensed, equipped, organized and financed to perform such work. The Consultant will perform all work in accordance with its own methods subject to compliance with this Agreement and in accordance with generally accepted professional standards.
- 14.4 The Consultant shall keep proper records of account for the services rendered and these records of account shall be open for inspection by WC upon reasonable request during normal business hours at WC. Such records shall be retained for two (2) years following the completion of the services.
- 14.5 The Consultant will not, without the written consent of WC, which consent WC may in its discretion withhold, assign the benefit of or delegate its obligations under this Agreement in whole or in part.
- 14.6 This Agreement embodies the entire Agreement between the Consultant and WC. No additional changes, amendments or modifications of any of the terms or conditions of the Agreement are valid unless reduced to writing and signed by both parties.

- 14.7 This Agreement will enure to the benefit of and be binding upon the parties hereto, their heirs, executors, successors and assigns.
- 14.8 This Agreement will be subject to and construed in accordance with the laws in force in the Province of Alberta.
- 14.9 No action at law or in equity shall be commenced or continued on any matter arising out of or connected with this Agreement in any court other than a court of competent jurisdiction in the Province of Alberta or on appeal to the Supreme Court of Canada from the appropriate court of the Province of Alberta.
- 14.10 Any dispute between the parties hereto as to the interpretation of, subject matter of, or in any way related to, this Agreement is to be resolved by the parties attempting to reach a fair and equitable resolution by using, in good faith, one or more of the following means, in the order listed, until a resolution is arrived at. The means to be used are:
- (a) negotiation;
 - (b) mediation;
 - (c) arbitration; or
 - (d) legal proceedings in a court of competent jurisdiction.

Except for the purposes of preserving a limitation period or obtaining an appropriate interim order or remedy where reasonably necessary, unless otherwise agreed to in writing by the parties, a condition precedent to the bringing of any legal proceedings is that the means or procedures in this clause have been used and followed in good faith. With respect to mediation, unless otherwise agreed to in writing, mediation will be in accordance with the procedures of the ADR Institute of Canada (hereinafter sometimes referred to as the "Institute"), using as mediator a third party neutral person, either mutually agreed to by the parties, or if the parties are unable to agree as selected by the Institute. With respect to arbitration, unless otherwise agreed to in writing by both parties, arbitration is to be by way of a single arbitrator pursuant to the *Arbitration Act* of Alberta, in accordance with the rules of the Institute.

- 14.11 Any Articles or Section which by their sense or context are meant to survive the termination or expiration of this Agreement shall so survive, including but not limited to Section 8. (Confidentiality), Section 9. (Intellectual Property Rights), Section 12. (Indemnification and Limitation of Liability), and Section 14.4 (Records).
- 14.12 In the event that any section of this Agreement for any reason whatsoever is acknowledged by the parties hereto, or is adjudged by a Court of competent jurisdiction, or is held or rendered by a competent Government authority to be invalid, illegal or unenforceable, such term or provision will be severed from the remainder of the terms and provisions of this Agreement and deemed never to have been part of this Agreement and the remainder of the terms and provisions of this Agreement will subsist and remain in full force and effect unless the basic purposes of this Agreement would thereby be defeated.
- 14.13 If either party desires to give notice to the other party under or in connection with this Agreement, such notice shall be given in writing and not unreasonably withheld or delayed.

Notice shall be given as follows:

- (a) by WC to the Consultant if the same is delivered or sent by postage prepaid mail to the Consultant at the following location, address, or number:

MRF Geosystems Corporation
Suite 200, 625-14th Street N.W.
Calgary, Alberta T2N 2A1

Attention: Gary Zhang

Fax: (403) 216-5518

or sent by facsimile to the Consultant at the fax number shown above.

- (b) by the Consultant to WC if delivered or sent by postage prepaid mail to WC at the following location, address, or number:

Cory Adamson
Manager, IT Services
Cory.Adamson@wheatlandcounty.ca
 Wheatland County
 242006 Rg. Rd. 243
 Highway 1 RR 1
 Strathmore, Alberta
 T1P 1J6

Either party may change its address for notices by giving written notice as herein provided. A notice which is mailed shall be considered as having been given five (5) days after mailing, except in the event of a disruption of postal services, in which event the date of actual receipt by the addressee shall govern.

15. SERVICES TO BE PROVIDED

- 15.1 The Consultant shall provide or perform the services as specified in the following documents which make up the Contract between the parties (hereinafter together called the "Contract Documents"):

In the event of inconsistency or conflict between the provisions of any of the Contract Documents priority and precedence will be given by the following order or means:

- (a) Order of precedence as follows:

- (i) This Agreement;
- (ii) Any Letters of Clarification agreed to in chronological order with the most recent having highest precedence;
- (iii) MRF's proposal to WC on Mat 8, 2020: "MRF Wheatland AVL and GIS v8 - Subscription Model - PW Only"
- (iv) Schedule B
- (v) All other Contract Documents

or if the above order is not sufficient to resolve the inconsistency or conflict, then the following means may be used in the order listed:

- (b) the most recent provision; or
- (c) the most specific provision.

In addition and in any event the parties will endeavor to interpret the Contract Documents, both individually and collectively, so as to give effect to the intentions of the parties and the carrying out of the Project in a timely, effective, and cost effective manner.

- 15.2 Change Procedures

- (a) WC may modify the scope of this contract, at any time during the term of this Agreement. If such modifications would require the Consultant to provide services materially in excess of the contract or in addition to its obligations under this Agreement, or extend the time needed to complete the contract, the parties shall comply with the following procedures:
- (i) WC will submit to the Consultant a written request for any change ("Change Request"); and
 - (ii) As soon as reasonably possible, the Consultant will provide WC with a written statement offering to perform consistent with the Change Request. The Consultant's statement will include detailed information as to:
 - (I) the availability of the Consultant's personnel and resources; and
 - (II) the impact, if any, on any one or more of: the completion of the contract, the delivery of any deliverable items, and the cost of the contract.
- (b) If WC decides to implement the Change Request, WC shall provide written authorization to the Consultant evidenced by a properly authorized and executed contract extension or Change Request to proceed with such Change Request upon the terms set forth therein or as modified by WC in its response pursuant to Section 15.2(a).

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

Wheatland County, Alberta

Per: _____

MRF GEOSYSTEMS CORPORATION



Per: _____

Gary Zhang

I have the authority to bind the company

SCHEDULE A

The Consultant will share with WC staff the technical details such as the setup of the modems and hardware settings.

WC will own the GIS data set and be able to load GIS data into the Consultant's system or extract the data from the Consultant's system and export the data out.

WC commits to a four-year term for this contract.

It is expected that the system will be operational on July 1, 2020.

Onetime Cost Summary:

Onetime cost:

Task	Price	Comment
On-site training (1 day).	1,500	
Grader mounts	4,750	Could be ordered by County.
Total	6,250	GST not included.

Annual cost:

Task	Price	Comment
AVL Modems + Data Plan + Installation + Warranty	30,555	4-year term.
MRF Web and Hosting	37,580	4-year term.
Total	68,135	

Payment Schedule

Date	Payment Amount (Does not include GST)
On contract signing	\$6,250
July 1, 2020	\$34,067.50
January 1, 2021	\$68,135
January 1, 2022	\$68,135
January 1, 2023	\$68,135
January 1, 2024	\$34,067.50
Total	\$278,790

SCHEDULE B: MRF Answers to County Questions

Business sustainment model:

What is your business sustainment model for the future?

- MRF has a strong municipal client base which provides about 60% of its annual revenue through long term (three to four years) software licensing and contracted services.
- MRF has large customers who have signed Master Consulting Agreements with MRF which provides stable work load to MRF. Some of these customers include AltaLink, Trans Mountain Pipeline Expansion, Greater Toronto Airports Authority, Los Angeles Unified School District, Plains Midstream Canada, etc.
- MRF invests about \$1 million each year on research and development. MRF's technology leadership makes MRF to be very competitive and helps MRF gain more customers.
- MRF's business model is to invest in key modules which could be customized and integrated into many customers' IT environments.

What obligations, contractually would a buyer be responsible for in maintaining service for Wheatland County long term, in the event of an acquisition of MRF and it's assets?

- A buyer would honour all the terms and conditions for all the contracts MRF has signed. When one MRF shareholder exits from MRF operations, MRF will have a proper transition period so that there is no interruption of service to the MRF customers.

What would the steps and reassurance be for Wheatland County in service continuity or transition in the event MRF enters receivership?

- MRF has been profitable every year in the last 28 years. Sometimes, MRF's financial statements may show a loss for tax optimization purposes, in reality, MRF is profitable each year.
- In case MRF enters into receivership, MRF can provide a license of its source codes to County so that County can maintain the products or use a third party to maintain the MRF products for County.

Release & change management process and operational support model / KPIs and service levels?

- MRF usually issues a major release each year.
- Changes for a project are managed following best industry practice:
 - If a client introduces a change, MRF provides a revised cost and revised schedule. Once the client approves it, MRF follows the revised cost and the revised schedule.
 - If MRF introduces a change, MRF provides a justification/explanation, a revised cost and a revised schedule. Once the client approves it, MRF follows the revised cost and the revised schedule.
- Key Performance Indicators: Appendix C shows a customer satisfaction survey conducted by Dunn & Bradstreet. MRF has excellent Client Retention Rate. In the last three years, MRF's

customer base has grown every year. Appendix D shows MRF's service level agreement. MRF GIS website has an average uptime of 99.9%.

Liability insurance coverage

- MRF has \$5 million commercial general liability and \$2 million professional liability coverage.

Integration capabilities

- ESRI, Laserfiche, Microsoft Dynamics GP
- MRF has done integration with ESRI, Microsoft Dynamics GP. MRF has done integration with FileNET, Documentum, and Hummingbird document/content management systems. MRF expects the integration with Laserfiche to be similar to the above-mentioned document /content management systems.

Contract cancellation clause

- We understand you wish us to sign a 4 year contract, which is fine, but we need to ensure we understand that there should be caveats to this including missed services levels or service objectives or force majeure, that we have the ability to cancel our contract upon reasonable notice without penalty on service and software.
- MRF accepts this arrangement.

What is your current product roadmap in staying valid in the changing technological advancements?

MRF's solution is a scalable HTML 5 based platform that uses a flexible plug-in structure. It can be upgraded to any future web-based technology when needed. As long as the technology trend does not move away from web-based solutions, MRF's platform will remain compatible with future technologies.

What is your information & security posture?

- Encryption

MRF uses https for all internet transfer and encrypts password stored on the server. Other information can be encrypted upon request.

- Two Factor Authentication
-

Two Factor Authentication can be supported upon request. By default, MRF does not use two factor authentication.

- Server hosting / hosting locations
-

MRF hosts websites on Amazon Cloud. Websites can be hosted locally in Calgary Data Hive centre upon request.

- Client data ownership
- Transition in and out of MRF (data migration)

MRF provides data transition in and out of MRF upon request. Data is usually transferred through Dropbox. MRF can use any method to transfer upon request.

- API access

MRF provides API access upon request.

- Backup & Restore – able to meet Wheatland's RTO / RPOs

If hosted in Amazon, MRF uses Amazon snapshot. If hosted in Data Hive centre, MRF runs back procedures daily on the database and document files. MRF can restore a website within 24 hours.

Appendix C. MRF Customer Survey

MRF has an excellent track record in understanding user requirements and completing projects to customers' satisfaction. Dunn & Bradstreet, a business credit information provider, conducted a past performance report about MRF by contacting MRF customers. The results were:

Category	Score
Timeliness - delivery or performance	1.30
Problem Responsiveness	1.60
Quality or product or service	1.50
Total cost	1.33
Technical	1.50
Delivery – Quantities	1.00
Attitude of supplier personnel	1.30
Overall	1.36

1: outstanding, 2: very good, 3: satisfactory, 4: marginal, 5: unsatisfactory.
MRF is very proud of this high overall rating.

Appendix D. MRF Service Level Agreement

MRF support services shall be provided in the following manner:

- MRF shall use reasonable commercial efforts to correct or provide a patch or work around for Program Errors (“Technical Consultation”).
- Customer shall provide MRF with all information and assistance necessary to detect, simulate/reproduce and correct any Program Errors.
- MRF shall maintain a log of Technical Consultation requests in a tracking system and a unique number shall be assigned to Customer's request. That unique number shall be provided to Customer for reference and communication. MRF will assign to Technical Consultation requests one of four levels of priority:
- Severity 1: An Error causing (i) ”crashes” of the System, (ii) irrecoverable loss or corruption of data or (iii) loss of primary System or Software functionality for which there is no documented means of Circumvention. “Circumvent” shall mean, as applied to an Error, a change in operating procedures whereby Customer can conveniently avoid any deleterious effects of such Error. (A Severity 1 Error is sometimes referred to as *Critical*.)
- Severity 2: An Error causing (i) recoverable loss or corruption of data, (ii) loss of primary System or Software functionality that can be Circumvented in a manner that is documented or easily identified or (iii) loss of secondary System or Software functionality that cannot be Circumvented. (A Severity 2 Error is sometimes referred to as *Urgent*.)
- Severity 3: An Error causing (i) loss of secondary System or Software functionality that can be Circumvented in a manner that is documented or easily identified or (ii) difficulties in the user interface. (A Severity 3 Error is sometimes referred to as *Minor*.)
- Severity 4: An Error causing no loss of data or functionality that can conveniently be Circumvented by appropriate Customer procedures. (A Severity 4 Error is sometimes referred to as *Minor*.)
- MRF acknowledges that breaches in warranty(s) that cause Errors in the System or Software, other than Severity 3 and Severity 4 Errors, are extremely serious and must be resolved with the greatest possible urgency. Therefore, MRF agrees to correct reported Errors, as follows:
- MRF shall accept requests via telephone and email for support from Customer’s Help Desk personnel from 8:00 AM until 5:00 PM

Mountain Standard Time. If the Customer request is a Severity 1 or 2 Error condition, and this request is made before 3:00 PM Mountain Standard Time, then MRF shall provide an initial response within two (2) hours. If after 3:00 PM Mountain Standard Time, then MRF shall provide a response by 9:00 AM Mountain Standard Time on the next business day. With regard to Severity 3 or 4 Error conditions, MRF shall provide an initial response by the next business day. For purposes of all responses MRF and Customer shall promptly agree in good faith what additional information and/or Error documentation will be required to permit MRF to resolve such Errors.

- MRF shall use commercially reasonable efforts to resolve Severity 1 Errors within one (1) calendar day, and shall use commercially reasonable efforts to resolve Severity 2 Errors within two (2) business days. MRF shall use its reasonable commercial efforts to resolve Severity 3 Errors and Severity 4 Errors within ninety days or in the next Update. MRF shall provide Technical Consultation from its business premises, except that MRF, at its own discretion and expense, may dispatch a technical services representative to Customer's facility for all Program Errors that MRF is unable to correct by providing Technical Consultation from MRF's premises.
- If such travel is performed by MRF personnel and it is determined that the cause of the malfunction was user error, negligence, or Software or hardware not provided by MRF, Customer will be responsible for paying the labor costs at MRF's then standard rates and shall reimburse MRF for all reasonable travel and living expenses incurred.

Wheatland County

Request for Decision

Regular Council Meeting

July 7, 2020

Report prepared by: Robin Glasier



Muirfield Sale of Lots Process

Recommendation from Administration

That Wheatland County Council approve retaining the Realtor, and the proposed process for the sale of lands at the Lakes of Muirfield being acquired as presented.

Chief Administrative Officer's Comments

N/A

Report

Division: Division 5

Wheatland County is acquiring land interests at the Lakes of Muirfield from the Developer/owner, including some residential building lots. Once legal title has transferred to the County the intent is to sell those lots for residential development. Staff proposes the following process for the disposition of these lots:

- ***Inspection and Evaluation of the lots:*** Review the comments and recommendations from Brownlee (please refer to the attachment *legal comments re Muirfield Deficiencies* for details) in regards to completing a physical inspection and review of Phase 2 infrastructure, and individual lot/unit and servicing 'defects'. Upon results of the evaluation administration will determine how to manage deficiencies pre-marketing. This may include the County repairing deficiencies before marketing or including deficiencies as part of a disclosure. Brownlee recommends developing a clear plan on overall development servicing expectations, such as a lagoon, the cost recovery, before marketing and entering sale agreements.
- ***Exclusive Realtor Listing Agreement:*** The current realtors have provided a proposal to continue to be the exclusive listing agents for the lots. (Please refer to the attachment *Lakes of Muirfield Proposal-2020* for details). They reside at the development and have been successfully managing the sale of the lots for over 5 years. They are intimately familiar with the project, the development, the rules, the necessary documents, the homeowner's association, the builders, in effect well positioned to continue to sell the lots with intelligent and informed discussions with potential buyers.
- ***Pre-approve selling prices:*** Once results of the inspection and evaluation noted above has been completed for each of the lots to be sold, and either repairs or notes of details that impact the values are compiled, a summary will be provided to the realtor. The realtor will provide a valuation and suggested price list for each of the lots, with backup to substantiate the values. Attached is the previous list for reference. (Please refer to the attachment *Lakes of Muirfield Listings 2016* for details). The updated list will be reviewed and approved by staff ensuring the prices meet the requirements of the MGA (Market value).
- ***Transfer of lands:*** Transfer of lands is registered at Land Titles to have the lots standing in the name of Wheatland County.

- **Marketing of Lots:** The Realtor shall then market and find buyers for the lots at the prices as noted above. Administration will also list the available lots on the County's vacant lot inventory on our business economic development website – infinitewc.ca. The Real Estate Sale agreements, which shall contain an Addendum to include, among other things, disclosure of known Unit-specific deficiencies, and explanation of the roles of the Condo Corps and LMHOA, and explanation of the servicing of the Development, (please refer to the attachment *legal Example of realtor's inclusions disclosures* for details) would be submitted to the County for signing by CAO and Reeve under seal, as is the process for all land sales at the County, and required by LTO. Purchaser's lawyers would prepare and provide Transfer documents for signing and be responsible for conveyancing.

A legal office will be retained by the County to work with the Buyer's Lawyer. Administration recommends enlisting a local office for these transactions for ease of access (original documents are required) and to support the local economy. Most of the local offices are very proficient with residential real estate transactions, and we may be able to negotiate a per transaction rate.

The Land Agent will be the Point of Contact for all sales and related documents flowing into and out of the County for these transactions.

Relevant Policies, Practices, and Legislation

Wheatland County policy 9.5.3 states that County land is sold at the discretion of Council. MGA Section 70(1): the sale of a property at less than market value requires the proposal to be advertised.

Alignment with the Strategic Plan

N/A

Response Options

Option 1: THAT the proposed recommendation is accepted/approved.

Option 2: THAT the proposed recommendation is not accepted/approved.

Option 3: THAT an alternate recommendation is accepted/approved.

Implications of Recommendation

General

If approved, once final title of the lots transferring to the County has been registered at Land Titles, Administration will finalize and sign an Agreement with the Realtor for the sale of the lots to take place after the due diligence recommended by the legal advisors is complete.

Organizational

N/A

Financial

Budget for any necessary repairs discovered during inspection will be discussed on a case by case basis following all policies and procedures related to acquiring funds.

Realtors fees will be incurred upon the successful sale of the lot as set out in an agreement as referenced in the report.

Environmental, Staff, and Public Safety

N/A

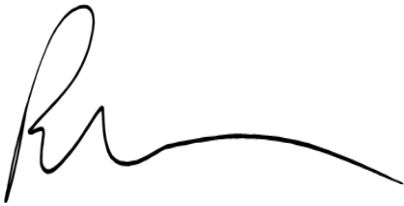
Follow-up Action / Communications

N/A

Report Approval Details

Document Title:	Muirfield Land Sales Process.docx
Attachments:	<ul style="list-style-type: none">- Lakes of Muirfield Listings 2016.pdf- Lakes of Muirfield Proposal-2020.pdf- legal Example of realtor's inclusions disclosures.pdf- legal comments re Muirfield Deficiencies.pdf
Final Approval Date:	Jun 28, 2020

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



Bryce Mackan



Michael Ziehr



Task assigned to Brian Henderson was completed by delegate Matthew Boscariol

Brian Henderson

February 13, 2016

To: 0747744 BC

Re: MLS Listing of lots in the community of **Lakes of Muirfield**

Dear Sirs,

As a follow-up to the previous proposal on January 19, 2016, we are sending you this letter to provide more detail.

COMPETING LAND

After researching current lots for sale in surrounding communities and the Lakes of Muirfield we have found the following information:

Strathmore:

- lots in the communities of **Lakeview** and **The Rancho** starting at \$109,900 plus GST

Langdon:

- lots on the golf course in **Boulder Creek** starting at \$188,900 plus GST

Chestermere:

- lots in **Kinniburgh** backing on to green space starting at \$212,000 plus GST

Lakes of Muirfield:

- lots owned by builders and insurance companies starting at \$80,000 plus GST

MUIRFIELD LOTS AND PRICES

We propose to list the following lots at the prices listed:

PHASE 1- LOT #	LIST PRICE (including GST)
Lot 58	\$109,900
Lot 65	\$109,900
Lot 88	\$99,900
Lot 116	\$124,900
Lot 143	\$124,900
Lot 152	\$119,900
Lot 170	\$99,900
Lot 181	\$114,900

PHASE 2- LOT #	
Lot 3	\$124,900
Lot 8	\$124,900

We have strategically priced two of the lots under \$100,000.00 for marketing purposes.

BUILDERS

If a client did not have a builder in mind, we would recommend the current builders in Lyalta but we also have a database of several reputable builders willing to build in Lyalta that we could also recommend.

MARKETING STRATEGY

- Professionally designed “For Sale” signage on the lots
- Market the lots on MLS and Realtor.ca
- Hire professional photographer to take photos of the amenities, sunsets and surrounding area for use in all marketing material
- Promote at weekly Realtor meetings
- Added to multiple real estate websites
<http://www.heatherdougall.com/>
<http://www.johnkearneyrealtor.com/>
- Monthly newsletter reaching 1500+ people
- LinkedIn reaching 1500+ people
- Facebook and Google campaigns reaching 10,000 people monthly
- Newsy Neighbor magazine- 15,000 copies distributed monthly door to door and on racks in Strathmore, Chestermere, Langdon, Carseland, Delacour, Shepard, Lyalta, Dalemead, Standard, Conrich, Rockyford, Cheadle, Nightingale, Namaka,
http://issuu.com/thenewsyneighbor/docs/tnn_100/7?e=1935666/33183412
- New Home Living magazine- 25,000 copies monthly in 1750+ locations in Calgary and surrounding area
<http://digital.sourcemediagroup.ca/NewHomeLiving/december2015/>
- East Side Living magazine- 17,000 copies each spring to Strathmore, Chestermere, Lyalta and Langdon
- Door to door flyers in Lakes of Muirfield on a monthly basis

This strategy will market the available lots plus the community of Lakes of Muirfield to over 100,000 people per month.

COMMISSION

-Our (Sellers) commission would be a flat rate of \$3000.00 plus GST per lot.

-Buyers Realtor commission would be 3.5% of first \$100,000 and 1.5% of the balance plus GST per lot

We would also keep the lot inventory at 10 lots so as one is sold we will add another lot from your current inventory.

Thank you for your consideration and we look forward to working with you. As residents of the Lakes of Muirfield we are very passionate about its success and would like to be a catalyst for the continued growth of the community.

Sincerely,

Heather Dougall and John Kearney



Heather Dougall

ROYAL LEPAGE
BENCHMARK

403.807.8538

hd@heatherdougall.com
heatherdougall.com



John Kearney

ROYAL LEPAGE
BENCHMARK

587.999.0689

jk@johnkearneyrealtor.com
johnkearneyrealtor.com



June 22,2020

To: Wheatland County

Re: Exclusive Realtor services for land in Phase 2 and Phase 3 of the community of Lakes of Muirfield

Dear Sirs,

Heather Dougall and John Kearney are two experienced Real Estate agents currently licensed to trade in Real Estate in Alberta and hold licenses in Residential, Commercial, Rural and Agricultural Real Estate. Our broker is Royal LePage Benchmark and we are ranked in the top 5% of realtors for Royal LePage in Canada. We moved to Lakes of Muirfield in July 2015 after building our dream home and in 2016 became the exclusive Realtors and managed all marketing and lot sales for the past Developer.

As we are very passionate about this community, for the past five years, we have been working diligently to bring permanent residents to Lyalta. We brought the store owners to the community, Indus Homes (who purchased 18 lots), Gulf Homes, Brycor Homes and Your Custom Homes. We are also on the board for the Lyalta Community Club and the Muirfield Rec Society and have created and sponsored many events to bring potential buyers to the community. Like ourselves, once people come to Muirfield they realize how much it has a lot to offer and although many are scared away due to the media coverage of the waste water solution, many do stay and many are holding out for a solution to a permanent waste water. We field several calls a week from interested builders and potential home owners.

We propose the following:

Allow us to continue to MLS lots of your choice and at the price determined by you and continue to be the exclusive Realtors for lots sales in the Lakes of Muirfield.

In return we will:

- Place professionally designed "For Sale" signage on the lots
- Market the lots on MLS, Realtor.ca, Kijiji and various other websites
- Hire more professional photographers to take more photos of the amenities, sunsets and surrounding area for use in all marketing material as the community grows. We currently have a winter and summer aerial video that we created and lots of photos.
- Promote at weekly Realtor meetings
- Monthly newsletter reaching 500+ people in Lyalta and surrounding areas
- Facebook and Google campaigns
- Continue Annual events that we have created, promoted and sponsored: Annual Parade of Garage Sales, Stampede Breakfast, Family Halloween Party, Family Christmas Party,

COMMISSION

- Our (Sellers) commission would be a flat rate of \$3000.00 plus GST per lot.
- Buyers Realtor commission would be 3.5% of first \$100,000 and 1.5% of the balance plus GST per lot

- If we brought the Buyer the commission would remain at \$3000 plus GST total. Out of the 26 lots we have sold only one transaction involved another Realtor

We appreciate your time in considering our proposal and look forward to working with you to grow this beautiful community.

Sincerely,

Heather Dougall

403-807-8538

hd@heatherdougall.com

John Kearney

587-999-0689

jkearney@royallepage.ca



From: Fiske-Nielsen, Kelley <kfiskenielsen@brownleelaw.com>

Sent: June 23, 2020 2:55 PM

To: Bryce Mackan <bryce.mackan@wheatlandcounty.ca>

Cc: Matthew Boscarior <matthew.boscarior@wheatlandcounty.ca>; Michael Ziehr <michael.ziehr@wheatlandcounty.ca>; Thorkelsson, Rodd <RTHORKELSSON@brownleelaw.com>; Smith, Kayla <ksmith@brownleelaw.com>

Subject: Example of realtor's inclusions/disclosures on sale agreements on behalf of 0747744 BC Ltd

Hi Bryce,

Further to our discussion today, below (and attached) is an example of the type of disclosure information that the realtor (and seller) included in the body of purchase and sale agreements, in past. For some amount of time (we cannot say if that practice has been ongoing; but Ms Dougall could be asked), the Developer was also providing the disclosure package attached, including a still-applicable Land Maintenance Agreement (that has been assigned to the County), and the LMHOA financial encumbrances. Ms. Dougall mentioned to me that she had difficulty in providing, or was not able to provide, condominium corporation details/information, and likely LMHOA information, although it was being requested. Also, a major hurdle in sales was her not being able to provide solid/good answers on anticipated costs for services, particularly waste water; and, the overall concern of things like 'special assessments' because of uncertain costs associated with the private development.

We have recommended, for sales by the County, the use of a standard Addendum to the standard sale agreement, which Addendum should include, among other things, disclosure of known Unit-specific deficiencies, and explanation of the roles of the Condo Corps and LMHOA, and explanation of the servicing of the Development -- in respect of which we are getting an increasingly clear understanding. Also, such Addendum can be updated over time, as the County's understanding changes. But, using a 'standard' Addendum, and building that expectation/requirement on the realtor within the exclusive listing agreement, will provide a more reliable and cost effective approach to sale transactions, and help mitigate or avoid liability for failure to disclose latent defects, and misrepresentation, etc. We can draft an Addendum in pretty short order, as we get a clearer picture of the County's role in WW, lots desired to be marketed/sold, their location and known deficiencies (as noted – RVUC is also sending a summary of deficiencies that it knows of).

But note: also, Ms. Dougall said that another main hurdle to selling lots was a 'ban' or restriction on lot sales, included in the land use bylaw (that's what she said). I do not have sufficient information on that issue, but it should be understood and remedied, as needed, prior to sales.

9.2 Other terms:

1) Buyer is aware that there is currently no permanent waste water solution and that waste water is currently being trucked to Strathmore. Billing is on a per usage basis and averages \$100 to \$300 per month to each home owner.

2) Buyer is aware that Wheatland County requires a Development Permit and Building Permit on each home and approval is subject to the county discretion. If the county takes beyond approximately 6 weeks to provide development and building permits on applications that fulfill all requirements but are held up due to the lack of a permanent waste water solution, then the additional time it takes to reapply and receive the permit on that lot will be added to the 14 month payout time.

3) The Buyer agrees to pay to the Seller any Condominium fees that the Seller has incurred on each individual lot. These charges will be added to the purchase price at closing. Condominium fees are charged to the Developer at \$80.00 per month per lot in Phase 1 when the Developer holds title on 18 or less lots in Phase 1.

4) Buyer agrees to pay Property Taxes on each lot starting at acceptance date of this contract. Taxes will be calculated and added to closing costs.

5) Buyer has the option to adjust the possession of individual lots to an earlier date than July 11, 2018. This would be due to a Buyer taking possession of a home on that individual property.



KELLEY L FISKE-NIELSEN | ASSOCIATE | BROWNLEE LLP
MUNICIPAL

m. 403-232-8300 | d. 403-260-1464 | f. 403-232-8408 |
kfiskenielsen@brownleelaw.com

SUITE 700 | 396 - 11 AVENUE SW | CALGARY, AB T2R 0C5

Toll-Free. 800-661-9069 | www.brownleelaw.com

At Brownlee LLP, we are committed to doing our part to help limit the spread of the COVID-19 without sacrificing our excellent level of service and responsiveness to our clients' needs. It is prudent for the firm to implement safety measures to protect the health and safety of our lawyers, staff, clients, and suppliers. As such, the Edmonton and Calgary offices are closed to the public. Email, telephone, and video conferencing, including Zoom and Skype are now the primary channels of communication for our clients with their lawyer instead of in-person meetings. In addition, we have curated a [COVID-19 resource page](#) that features articles written by our lawyers that examine how COVID-19 is affecting different industries and municipalities.

Brownlee LLP would like the opportunity to send you invitations and legal news electronically. Please give us your permission by [clicking here](#).

This information transmitted is intended only for the addressee and may contain confidential, proprietary and/or privileged material. Any unauthorized review, distribution or other use of or the taking of any action in reliance upon this information is prohibited. Attachment to this E-mail may contain viruses that could damage your computer system. We do not accept liability for any damage which may result from software viruses. If you received this in error, please contact the sender and delete or destroy this message and any copies.

From: Thorkelsson, Rodd <RTHORKESSON@brownleelaw.com>
Sent: Monday, June 22, 2020 10:43 AM
To: Fiske-Nielsen, Kelley <kfiskenielsen@brownleelaw.com>; Matthew Boscarior <matthew.boscarior@wheatlandcounty.ca>; Smith, Kayla <ksmith@brownleelaw.com>
Cc: Michael Ziehr <michael.ziehr@wheatlandcounty.ca>
Subject: RE: Teleconference Request - Lakes of Muirfield; Wheatland County Acquisition

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Agreed on the sale comments.

The County will need to determine which units are:

1. **“green”** – i.e. serviced, accessible, ready for sale;
2. **“yellow”** – meaning there may be some deficiency that can be addressed on a one-off basis (e.g. curbstops, etc.), which could be addressed by a covenant or special term in the sale agreement for the County to address before or after the sale; and
3. **“red”** – units requiring infrastructure work and expenditures of the County, which may require an advertisement under NWPTA, revisions to County capital and/or operating budget, and even may require the receipt of some level of sale revenue of green or yellow units in order to fund the work.

So all on-site deficiencies need to be collected, described, and understood as to which units are affected. Part of the services of the realtor would have include working with the County on establishing and maintaining a list, with information provided by the County, and updating it, so that there is a clear record of what is saleable and what is not.

Lastly, standard listing agreements and standard sale agreements will need some special provisions to ensure that the standard terms do not work against the County. These would include:

1. **Listing Agreement** – these would have commissions earned if an offer at the list price is received. However, as noted above, there may be units that require special terms. So it is not just sale price that is relevant, but terms of sale. Also, the listing agreement would address the categories of n=units, and the maintenance of a 10 listing “inventory” at any time, and other terms from the realtor’s proposal;
2. **Sale Agreement** – the Development is in a state of flux, with completed and incomplete infrastructure, outstanding issues, etc. So:
 - a. **Defects/Deficiencies** – all of these would be part of a disclosure to purchasers, and part of that disclosure may require that the County comes to a decision on what it will be doing and when (e.g. timing of completing roads, etc.) if possible in order to provide some comfort to purchasers. Disclosure to a purchaser is required as these may otherwise be “latent defects” (i.e. unseen defects) which a purchaser can have an action against a vendor for latent defects known the vendor even when the sale agreement is a sale on and as is where is basis. So again, assembly of defects is very important;
 - b. **Condominium Property Act** – the Act imposes special requirements upon a “developer”, which may or may not have been complied with by the Developer to date. These range from disclosure packages to the form and content of the sale agreement. However, the definition of developer is very specific:

(j) “developer” means a person who, alone or in conjunction with other persons, sells or offers for sale to the public units or proposed units that have not previously been sold to the public by means of an arm’s length transaction;

As the units have passed through 2 owner (from MLC to 074, and then to the County) we would suggest that the County take the position (and it would be our opinion) that it is not a “developer” for the purposes of the developer-related provisions of the Act. This allows for freedom as to form and content of the sale agreement, and avoidance of regulatory requirements under the Act

- c. **HOA and Condominium** – the sale agreement should explain the roles of the organizations, and fee structure, to ensure that the purchaser understands what it is getting into and will be subject to;
- d. **Servicing** – same issue as disclosure noted above.

So a standard Addendum to the standard sale agreement will be prepared and attached to each sale agreement. We have a much better understanding of the servicing now. But we will need more specifics on the defects, deficiencies, and outstanding infrastructure, and what units it affects.



RODD C. THORKELSSON | PARTNER | BROWNLEE LLP
REAL ESTATE, BANKING, MUNICIPAL AND PUBLIC UTILITIES EDMONTON
m. 780-497-4800 | d. 780-497-4843 | f. 780-424-3254 |
rthorkelsson@brownleelaw.com
2200 COMMERCE PLACE | 10155 - 102 STREET | EDMONTON, AB T5J 4G8
Toll-Free. 800-661-9069 | www.brownleelaw.com

At Brownlee LLP, we are committed to doing our part to help limit the spread of the COVID-19 without sacrificing our excellent level of service and responsiveness to our clients’ needs. It is prudent for the firm to implement safety measures to protect the health and safety of our lawyers, staff, clients, and suppliers. As such, the Edmonton and Calgary offices are closed to the public. Email, telephone, and video conferencing, including Zoom and Skype are now the primary channels of communication for our clients with their lawyer instead of in-person meetings. In addition, we have curated a [COVID-19 resource page](#) that features articles written by our lawyers that examine how COVID-19 is affecting different industries and municipalities.

Brownlee LLP would like the opportunity to send you invitations and legal news electronically. Please give us your permission by [clicking here](#).

This information transmitted is intended only for the addressee and may contain confidential, proprietary and/or privileged material. Any unauthorized review, distribution or other use of or the taking of any action in reliance upon this information is prohibited. Attachment to this E-mail may contain viruses that could damage your computer system. We do not accept liability for any damage which may result from software viruses. If you received this in error, please contact the sender and delete or destroy this message and any copies.

From: Fiske-Nielsen, Kelley

Sent: Monday, June 22, 2020 9:52 AM

To: 'Matthew Boscariol'; Smith, Kayla; Thorkelsson, Rodd

Cc: Michael Ziehr

Subject: RE: Teleconference Request - Lakes of Muirfield; Wheatland County Acquisition

Please see below, in highlight, some preliminary feedback, from a legal perspective

Wheatland County

Request for Decision

Regular Council Meeting

July 7, 2020

Report prepared by: Robin Glasier



Encroachment Agreement - Rosebud

Recommendation from Administration

That Wheatland County Council approve an encroachment agreement for the use of the undeveloped road allowance with the owner of Roll #3776000; 3767CN; 6; 19-2, within Rosebud, based on the information as presented in the RFD.

Chief Administrative Officer's Comments

N/A

Report

Division: Division 6

The Owners of Roll #3776000; 3767CN; 6; 19-2, within Rosebud have requested permission to place a gravelled walking path and a concrete block retaining wall within the undeveloped road plan (laneway) adjacent to their land. Please see the diagram on the attachment for details.

A request has been submitted for an encroachment agreement for the structures. An encroachment agreement does permit the County to give notice of 30 days to remove the encroachment, as required under the provisions of the Traffic Safety Act. The owner would be responsible for removal at their cost. The agreement would be registered on title and be binding on future owners.

Municipal services do not run in this alignment and are not impacted by the structure. There are no plans in the near or known future to develop the road and the improvement does not impeding traffic travelling through this area.

Relevant Policies, Practices, and Legislation

Section 651.2 of the MGA permits encroachment agreements on roadways with adjacent landowners, to be registered on title. Section 13(1)(o) of the Traffic Safety Act of Alberta, RSA 2000, requires any encroachments be removed and the area be restored to the satisfaction of the municipal authority by the Owner with thirty (30) days' notice

Alignment with the Strategic Plan

N/A

Response Options

Option 1: THAT the proposed recommendation is accepted/approved.

Option 2: THAT the proposed recommendation is not accepted/approved.

Option 3: THAT an alternate recommendation is accepted/approved.

Implications of Recommendation

General

The encroachment agreement permits the structure to remain in place, while ensuring should the removal be required, 30 days notice be given.

Organizational

An encroachment agreement shall be required, and the Land Agent shall prepare the document, obtain the signatures required and register a caveat on the applicable title at Land Titles

Financial

N/A

Environmental, Staff, and Public Safety

The encroaching structure is not creating a safety or environmental concern.

Follow-up Action / Communications

An encroachment agreement will be signed with the owner and registered on the title.

Report Approval Details

Document Title:	Encroachment Agreement - Rosebud.docx
Attachments:	<ul style="list-style-type: none">- Encroachment Agreement Rosebud Inn owner Signed.pdf- Retaining Wall concept drawings from owner.pdf- 2001 - ROSEBUD INN - 2020.06.15 dwg.pdf
Final Approval Date:	Jun 28, 2020

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



Bryce Mackan



Michael Ziehr



Task assigned to Brian Henderson was completed by delegate Matthew Boscariol

Brian Henderson



ENCROACHMENT AGREEMENT

(Pursuant to s.651.2 of the Municipal Government Act, RSA 2000, c.M-26)

THIS AGREEMENT MADE as of the 26 day of June, 2020

BETWEEN:

787146 ALBERTA INC.
OF
256 43 AVENUE NW
CALGARY, ALBERTA T2K 0H6
(hereinafter called the "**Owner**")

OF THE FIRST PART

- and -

Wheatland County
Of
HIGHWAY #1, R.R. 1,
STRATHMORE, ALBERTA T1P 1J6
(hereinafter called "**the County**")

OF THE SECOND PART

WHEREAS the Owner is the registered owner of the lands legally described on certificates of title # **091 095 466 +1** as:

PLAN 3767CN
BLOCK 6
LOTS 19 AND 20
EXCEPTING THEREOUT ALL MINES AND MINERALS
(hereinafter referred to as the "Lands")

AND WHEREAS the Owner owns a concrete block retaining wall, and a graveled walked path (the "Improvements") and associated appurtenances located on the Lands and has requested to expand the Improvements, which will encroach onto a road under the direction, control and management of Wheatland County (the "Encroachment");

AND WHEREAS the Owner has requested that the Encroachment be allowed;

AND WHEREAS the County agrees to grant the Owner's request subject to the provisions of all applicable municipal bylaws as amended from time to time and subject to the terms and conditions of this Agreement;

NOW THEREFORE this Agreement witnesses that in consideration of the premises, the covenants herein contained and other good and valuable consideration, the Owner and hereby agree as follows:

1. The County grants to the Owner permission to encroach upon or over that portion of the Road in the municipality which is shown on the sketch attached as **Schedule "A"** hereto (the "**Encroachment Area**") for the construction and maintenance of the Improvements as shown on the attached **Schedule "B"**.
2. In consideration of this right to maintain the Improvements on the Encroachment Area pursuant to this Agreement, the Owner shall pay to The County the sum of One (\$1.00) Dollar, the receipt of which is hereby acknowledged by the County.
3. The Owner shall at all times and at his own expense keep and maintain the Improvements in good and sufficient repair to the reasonable satisfaction of Wheatland, and no structural alterations shall be made to the Improvements except in accordance with a the appropriate Permits and with the prior written consent of the County.
4. No provision of this Agreement and no act or omission or finding of negligence, whether joint or several, as against the County, in favor of any third party, shall relieve the Owner from liability to the County, whether such liability arises under this Agreement or otherwise.
5. If the Owner violates any provision of this Agreement, or any provision of Wheatland County's bylaws relating to the Improvements, all rights accruing to the Owner under this Agreement shall cease upon thirty (30) days written notice if not remedied within that period, but The County shall retain the right to proceed with the enforcement of any security or indemnity provided in satisfaction of any claim, loss or expense of any kind whatsoever arising under this Agreement or from the permission to encroach granted herein.
6. (a) The Owner indemnifies, saves harmless, releases and forever discharges The County from and against any and all manner of actions, causes of actions, claims, debts, suits, loss, costs, demands and promises whatsoever, whether known or unknown, which the Owner or any other person now has or may at any time have by reason of:
 - (i) the permission to encroach granted herein; or
 - (ii) the construction, maintenance, existence, use or removal of the Improvements including, without restricting the generality of the foregoing, any claim for loss or injury to persons or property due to the negligence of the Owner, or any of its servants, agents, employees, contractors, sub-contractors or representatives;

- (iii) failure to comply with the County's bylaws relating to the Improvements or with any provision of this Agreement, or;
 - (iv) any action or claim in the nature of Occupier's Liability;
 - (b) The Owner shall ensure to have general liability insurance in an amount not less than \$5,000,000 with Wheatland County as a named insured and provide The County with evidence of such insurance providing coverage satisfactory to The County with regard to the indemnification given in this clause.
7. The County's officers, employees, agents and contractors shall have the right at any time to enter upon the Lands and the Encroachment Area for the purpose of reconstruction, maintaining, repairing, inspecting, testing or removing any utility or road existing at the date of this Agreement, or in the future, in the vicinity of the Improvements. The County shall in undertaking such activities use reasonable efforts to cause its officers, employees, agents and contractors to minimize any disruption or damage to the Improvements.
 8. All costs to repair or replace the Improvements which occur as a result of the County's activities pursuant to Section 7 of this Agreement shall be borne entirely by the Owner. In addition, the Owner shall reimburse The County for all necessary and reasonable costs incurred by The County as part of the County's activities pursuant to Section 7 of this Agreement in excess of those costs that would have been incurred if the Improvements did not exist.
 9. In accordance with Section 13(1)(o) of the Traffic Safety Act of Alberta, RSA 2000, the County may at any time in its sole discretion withdraw the rights it has granted herein to the Owner and resume possession of the Encroachment Area for public purposes, provided that the County gives the Owner **thirty (30) days' notice** and the Owner shall remove the Improvements and restore the Encroachment Area to the satisfaction of the County, at the Owner's sole cost.
 10. The Owner may at any time in its sole discretion provide written notice of its intent to vacate the Encroachment. The Owner shall remove the Improvements and restore the Encroachment area to the satisfaction of the Chief Administrative Officer of Wheatland by the end of the notice period.
 11. In the event the Owner fails to remove the Improvements or to restore the Encroachment Area to the satisfaction of the Chief Administrative Officer of Wheatland by the end of the notice period, the County may cause such removal to be made or completed, including restoration of the Encroachment Area, and the cost thereof shall be borne by the Owner.
 12. If any section, subsection, sentence, clause or phrase of this Agreement is for any reason held to be invalid by the decision of a Court of competent jurisdiction, the invalid portion shall be severed and the decision that it is invalid shall not affect the validity of the remainder of this Agreement.

13. This Agreement shall enure to the benefit of and be binding upon the parties hereto, and their successors, NOTWITHSTANDING any rule of law or equity to the contrary; and this Agreement shall be governed and construed in accordance with the laws of the Province of Alberta.
14. Any notice, demand, request, consent or other instrument required or permitted to be given under this Lease shall be in writing and shall be given and deemed to have been received as provided in this Section 9.5, and shall be addressed:
 - a. to the County as follows: as shown on page 1
 - b. to the Owner as follows: as shown on page 1or such other address as either party may direct for all future Notices by giving Notice in writing. Any Notice must be mailed in Canada by ordinary mail, delivered personally, or sent by prepaid registered mail or courier.
15. The parties hereto acknowledge and agree that this Agreement shall be registered as a caveat on title to the Lands pursuant to Section 651.2(2) of the Municipal Government Act, and that only The County may discharge same once registered.
16. The preamble to this Agreement is incorporated into and as part of this Agreement

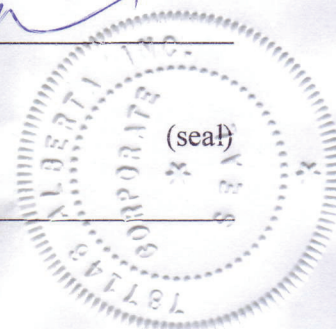
IN WITNESS WHEREOF, the parties hereto have hereunder executed these presents as of the day, month, and year first above written.

787146 ALBERTA INC.

Witness (if no seal)

Witness (if no seal)

Eganzen



WHEATLAND COUNTY

Reeve

(seal)

CAO

**AFFIDAVIT VERIFYING CORPORATE SIGNING AUTHORITY
(if signed without a seal)**

I, _____ of _____
make oath and say:

1. I am an officer or a director of 787146 ALBERTA INC.
named in the within or annexed instrument (or caveat).
2. I am authorized by the corporation to execute the instrument (or caveat) without affixing
a corporate seal.

SWORN before me at _____)
in the Province of Alberta)
this ____ day of _____, 20____) Signature _____

Commissioner for Oaths in and for
Alberta

**AFFIDAVIT VERIFYING CORPORATE SIGNING AUTHORITY
(if signed without a seal)**

I, _____ of _____
make oath and say:

1. I am an officer or a director of 787146 ALBERTA INC.
named in the within or annexed instrument (or caveat).
2. I am authorized by the corporation to execute the instrument (or caveat) without affixing
a corporate seal.

SWORN before me at _____)
in the Province of Alberta)
this ____ day of _____, 20____) Signature _____

Commissioner for Oaths in and for

Alberta

WITNESS AFFIDAVIT

I, _____, of _____, in the
Province of Alberta make oath and say:

1. I was personally present and did see _____
who is/are known to me to be the person named in the within (or annexed) instrument,
duly sign the instrument;
or
I was personally present and did see _____
who, on the basis of the identification provided to me, I believe to be the person(s) named
in the within (or annexed) instrument, duly sign the instrument;
2. The instrument was signed at _____ in the Province of
Alberta and I am the subscribing witness thereto;
- 3.
4. I believe the person whose signature I witnessed is at least eighteen (18) years of age.

SWORN before me at _____)
in the Province of Alberta this _____ day _____)
of _____, 20____) Signature

Commissioner for Oaths in and for
Alberta

SCHEDULE "B"

Permitted Use

- Graveled walking path &
- Concrete block retaining wall (5' x 2.5' x 2.5' concrete lego style blocks, planned height of the retaining wall will be approximately 4 to 4-1/2 feet)

and associated appurtenances to be located as shown on Schedule "A"

ENCROACHMENT AGREEMENT

PURSUANT TO SECTION 651.2
MUNICIPAL GOVERNMENT ACT
OF ALBERTA

BETWEEN

787146 ALBERTA INC.

- and -

WHEATLAND COUNTY

DATED: _____

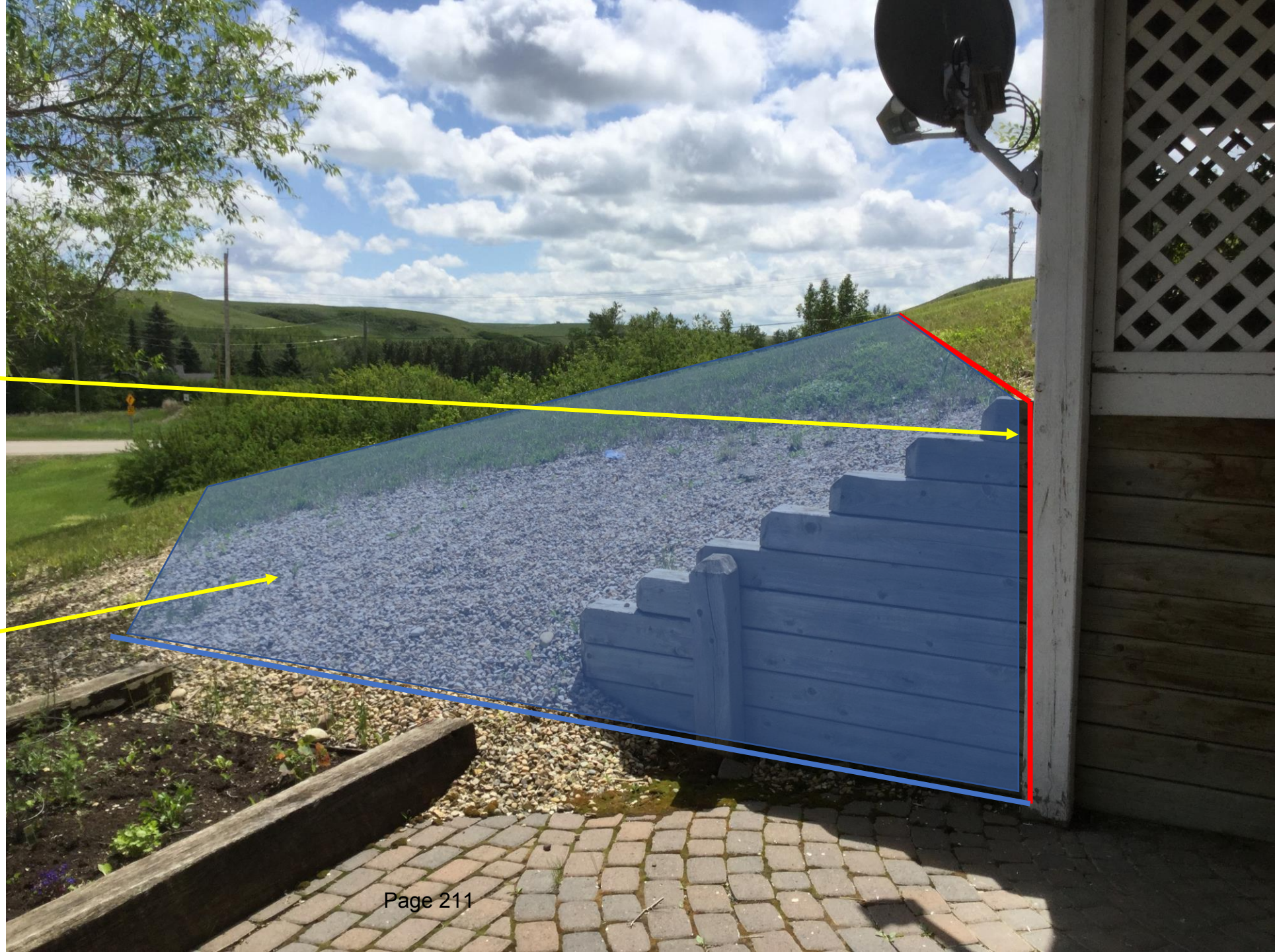
View looking South



View looking South

Retaining wall to be
installed

Material to be removed



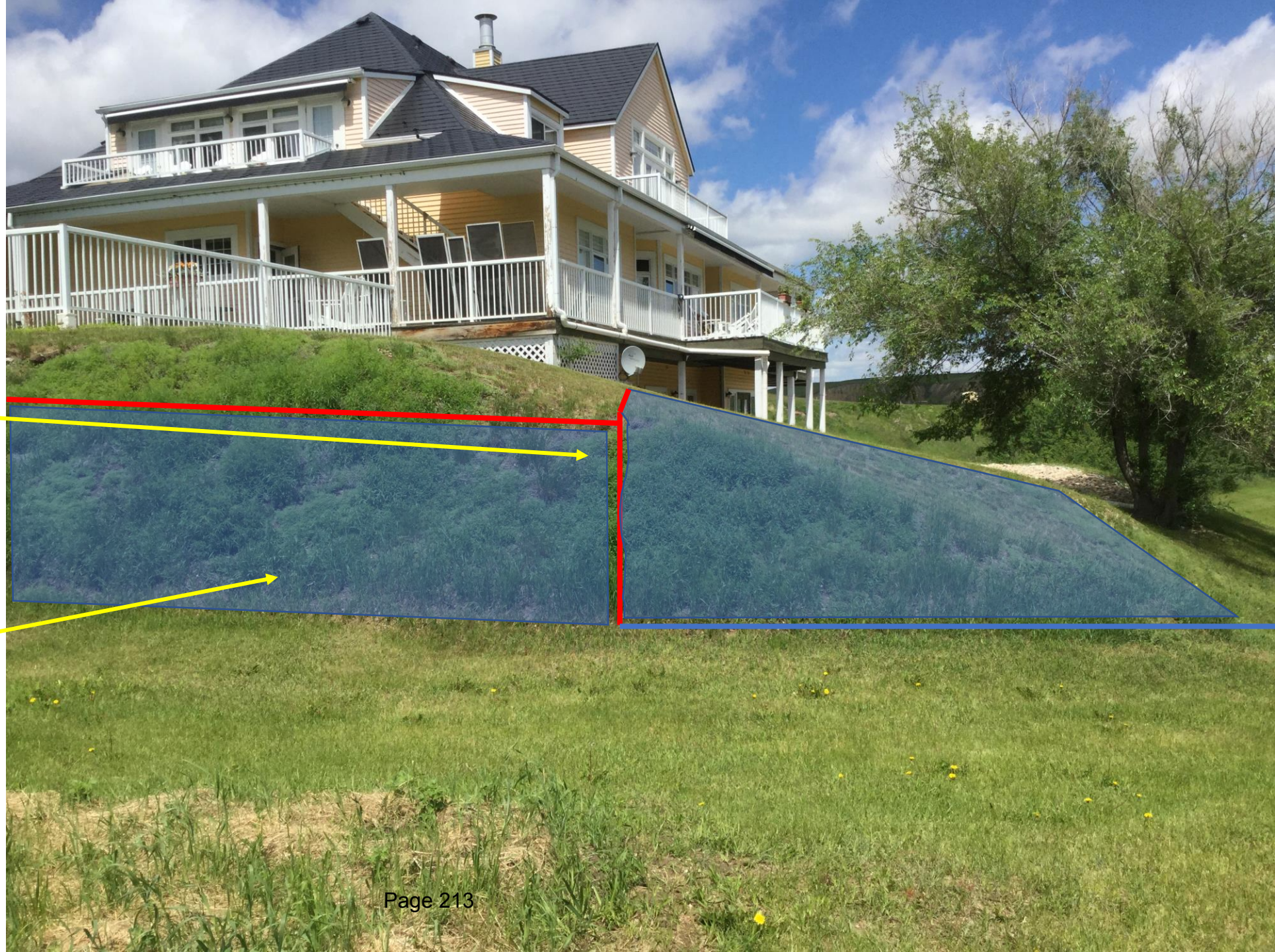
View looking North



View looking North

Retaining wall to be
installed

Material to be removed



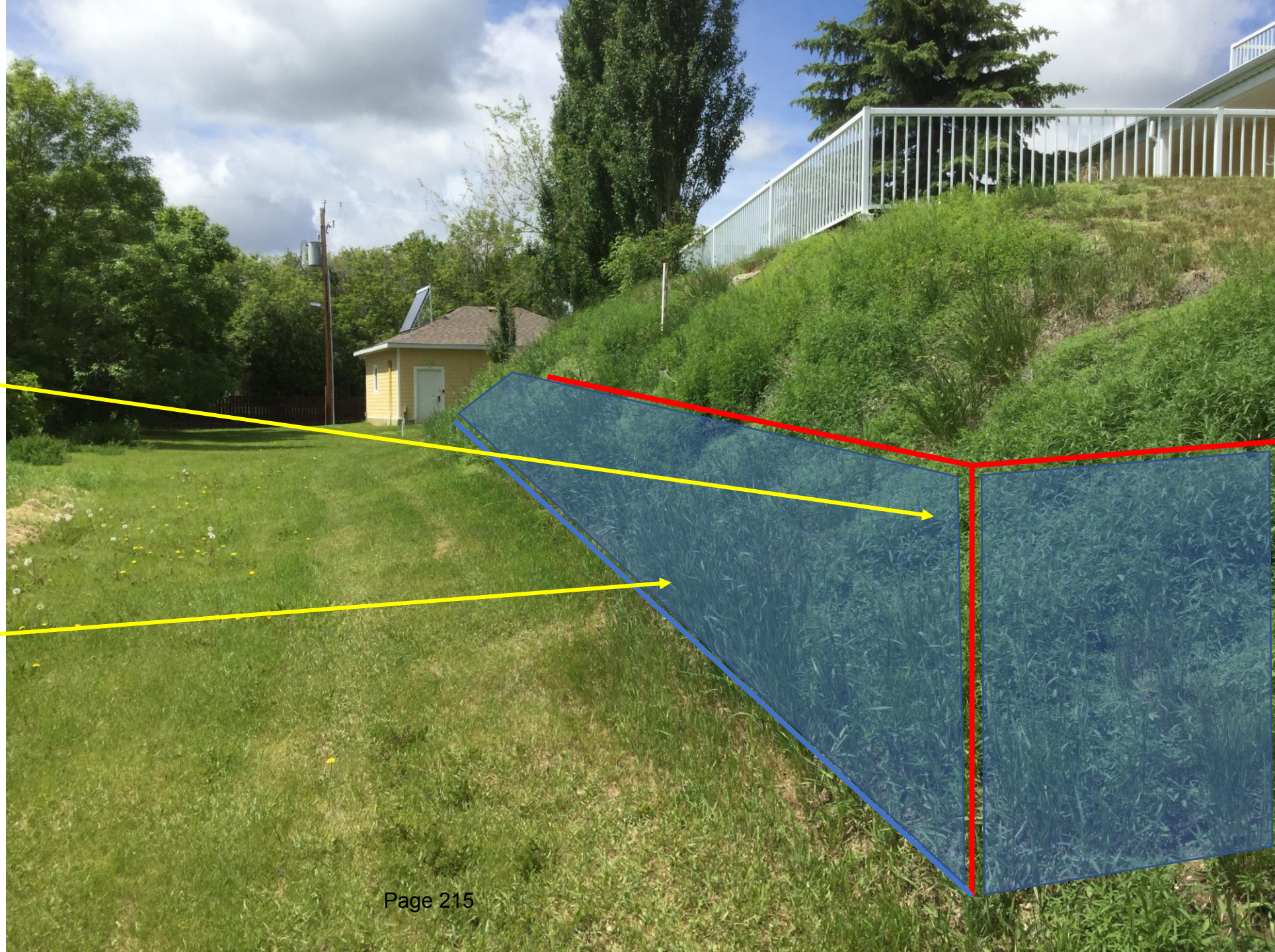
View looking West



View looking West

Retaining wall to be
installed

Material to be removed



PROPOSED RETAINING, SHED SITING

ROSEBUD COUNTRY INN

ROSEBUD, ALBERTA

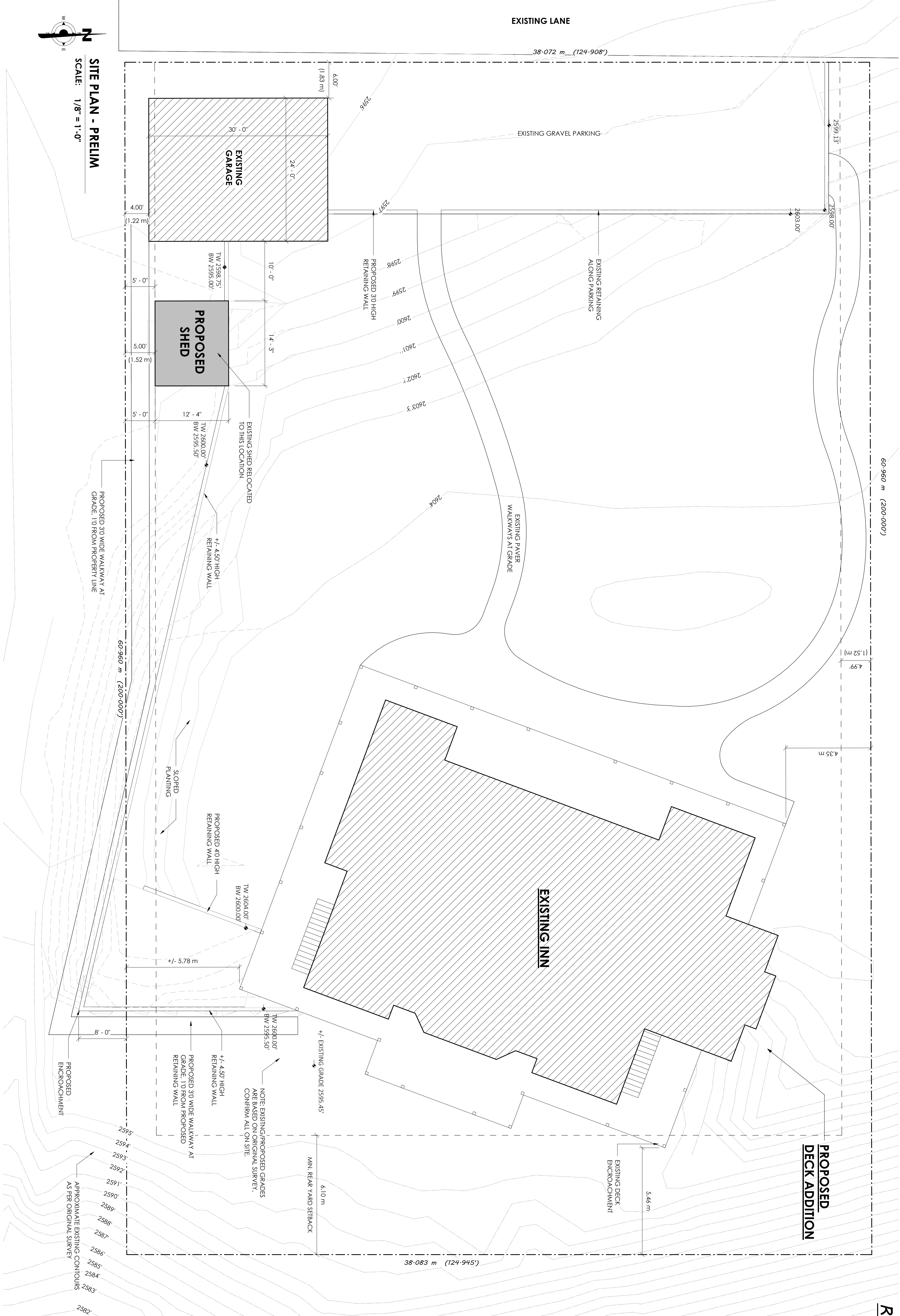
PROJECT INFORMATION LEGEND

PROPERTY OWNER	ROSEBUD COUNTRY INN
SITE ADDRESS	111 SEVERN AVENUE, ROSEBUD, AB
LEGAL DESCRIPTION	RURAL LEGAL: SW-18-27-21-4

PROJECT TYPE	PROPOSED RETAINING, SHED RELOC
AUTHORITY HAVING JURISDICTION	WHEATLAND COUNTY
SITE ZONING:	HC (HAMBLE COMMERCIAL)
LOT AREA	25,000 SQUARE FEET

SINE COVERAGE	
PERMITTED	80% (20,000 SQ.FT.) INCLUDING IMPERVIOUS SURFACES
EXISTING	21.73% (5433.42 SQ.FT.)
PROPOSED	175.75 SQ.FT. (RELOCATED)
TOTAL	22.44% (5609.17 SQ.FT.)

SEBACKS	
PERMITTED	FRONT YARD: 00/0.0M
PROPOSED	SIDE YARD: 50/1.52m



Wheatland County

Request for Decision

Regular Council Meeting

July 7, 2020

Report prepared by: Mike Ziehr



Muirfield Water Meter Project

Recommendation from Administration

That Wheatland County Council approve the Muirfield water meter project to be tendered and completed in 2020 with a proposed maximum budget of \$100,000.00.

Chief Administrative Officer's Comments

N/A

Report

Division: Division 5

The community of Muirfield water infrastructure and billing processes have recently become the responsibility of Wheatland County. The community has been, and is currently being, serviced by an outside contractor with all meters installed to be suitable to that contractors reading and billing systems. The Muirfield water meters are not compatible with the County's existing reading and billing hardware and software systems.

The County has investigated utilizing a separate meter reader at the cost of \$12,000 that will read the current Muirfield meters. Unfortunately, the data that is produced is not able to be transferred into the format the county requires to provide utility billing.

The County has reason to believe that the majority of the community's water meters have been replaced within the last few years. Given this understanding the County is investigating the option of replacing only the transmitter portion of the meter which will reduce costs and provide similar results. Tests are currently underway to verify if this option is viable. If viable, this is the **preferred option** as it utilizes existing meters while reducing the cost of the overall project. **This option is expected to cost approximately \$70,000.**

A second alternative would be to replace all 167 meters in Muirfield with our current standard (Neptune) to bring all reading and billing processes in house and in line with existing systems. This option eliminates the need for installing a secondary reader system but comes at a potentially unnecessary higher cost. **This option is expected to cost approximately \$95,000.**

Both of these options will be examined, and a replacement plan implemented based on the findings.

This recommendation aligns with the County's past meter replacement project that was implemented when Gleichien transferred to the County's responsibility.

Relevant Policies, Practices, and Legislation

Land Use Bylaw No. 2016-01 – Servicing Requirements 7.17.1 (c) - The County shall require that all new development that connects to County water services has County-issued water meters.

Wheatland Sewer and Waterworks By-Law 2017–19 – Water Services 606. The County shall supply water meters to each serviced premises upon the application and payment to the County, by the applicant, of any and all connection fees or charges prescribed under this bylaw and any schedule attached hereto. A deposit shall be required on all meter installations. Applicants will not be permitted to supply their own water meters. Water meters shall be installed by licensed plumbers and are subject to inspection and approval by Wheatland County prior to release of deposit Wheatland Sewer and Waterworks By-Law 2017–19 – Regulations 904. No person other than duly Authorized Agents shall install, repair, tamper with, modify or in any way alter any water meter installed in or upon any serviced premises

Alignment with the Strategic Plan

N/A

Response Options

Option 1: THAT the proposed recommendation is accepted/approved.

Option 2: THAT the proposed recommendation is not accepted/approved.

Option 3: THAT an alternate recommendation is accepted/approved.

Implications of Recommendation

General

If approved a capital project will be created with a budget of \$100,000.00 and administration will follow the procurement policy to award to a contractor for installation.

Organizational

Administration will procure the project as per the current policy and oversee the installation process. Communications will be paramount in scheduling replacement appointments with the residents.

Financial

A new capital project with a budget \$100,000.00.

Environmental, Staff, and Public Safety

N/A

Follow-up Action / Communications

The current agreement with the existing contractor expires on July 31, 2020. Any services beyond that will need to be negotiated in a new agreement with the County.

Report Approval Details

Document Title:	Muirfield Water Meter Replacement.docx
Attachments:	- Muiefield meter install comparison.xlsx
Final Approval Date:	Jun 30, 2020

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

A handwritten signature in black ink, appearing to be 'MZ' followed by a long, sweeping horizontal stroke.

Michael Ziehr

A handwritten signature in black ink, appearing to be 'Brian Henderson' in a cursive script.

Brian Henderson

Number of Accounts

New Meters

\$ 460.00		167	\$ 76,820.00
WRC Installed	\$/Hour		Labour Cost
1.00 hours	\$ 105.00	167	\$ 17,535.00
Total			\$ 94,355.00

New Meters

\$ 460.00		167	\$ 76,820.00
Plumber Installed	\$/Hour		Labour Cost
1.00 hours	\$ 95.00	167	\$ 15,865.00
Total			\$ 92,685.00

ERT conversions

\$ 224.00		167	\$ 37,408.00
WRC Installed	\$/Hour		Labour Cost
2.00 hours	\$ 105.00	167	\$ 35,070.00
Total			\$ 72,478.00

ERT conversions

\$ 224.00		167	\$ 37,408.00
Plumber Installed	\$/Hour		Labour Cost
2.00 hours	\$ 95.00	167	\$ 31,730.00
Total			\$ 69,138.00

Wheatland County

Request for Decision

Regular Council Meeting

July 7, 2020

Report prepared by: Mike Ziehr



Range Road 205 funding agreement

Recommendation from Administration

That Wheatland County Council approve entering into the funding agreement with Alberta Transportation for the 50% cost share of constructing Range Road 205 from Hwy 564 to Township Road 250.

Chief Administrative Officer's Comments

N/A

Report

Division: Division 7

Wheatland County originally planned to construct RR 205 from Hwy 564 to Township Road 250 in 2020. An application was made to the province for STIP funding in November 2019 to meet the November 29th deadline.

After further budget deliberations in the months following it was determined that construction of Range Road 205 should be deferred until 2021 to verify if the large expansion to the Torxen gas plant was to be completed. While the road is poor condition with marginal sight line issues, the traffic counts are minimal at approximately 60 vehicles per day. Torxen has reported that the project has been delayed until 2021 at the earliest.

Council will further consider the construction of this road during the 2021 budget deliberations. By entering into this agreement the county is not obligated to continue on with the project if financial conditions change. The funding would also not be transferrable to other projects.

Relevant Policies, Practices, and Legislation

N/A

Alignment with the Strategic Plan

Through the road re-construction program the County strives to provide safe and reliable transportation networks to all residents within Wheatland County.

Response Options

Option 1: THAT the proposed recommendation is accepted/approved.

Option 2: THAT the proposed recommendation is not accepted/approved.

Option 3: THAT an alternate recommendation is accepted/approved.

Implications of Recommendation

General

Cost sharing agreement would be entered into between the County and Alberta Transportation.

Organizational

N/A

Financial

The County would be responsible for funding 50% of the costs of construction, engineering and landowner payments on this project. The estimate cost of these is approximately \$2.25M.

Environmental, Staff, and Public Safety

This project would require wetland assessments and potentially compensation paid to Alberta Environment.

Follow-up Action / Communications

N/A

Report Approval Details

Document Title:	Range Road 205 Funding Agreement.docx
Attachments:	- Wheatland STIP Agreement RRP RR205.pdf
Final Approval Date:	Jun 30, 2020

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

A handwritten signature in black ink, appearing to be 'MZ' followed by a long, sweeping horizontal stroke.

Michael Ziehr

A handwritten signature in black ink, appearing to be 'Brian Henderson' in a cursive script.

Brian Henderson

Memorandum of Agreement

between

Alberta Transportation

and

Wheatland County

for the

Strategic Transportation Infrastructure Program

Resource Road Component

for

Range Road 205 Road Rehabilitation Project

MEMORANDUM OF AGREEMENT made as of the _____ of _____, 2020

BETWEEN:

HER MAJESTY THE QUEEN,
in right of Alberta, as represented by Alberta Transportation
("Alberta")

-and-

Wheatland County

in the Province of Alberta (the "Municipality")

The Municipality has proposed **Road Rehabilitation of Range Road 205** from **Township Road 250 to Highway 564**; a distance of **9.6 kilometres** (in this document referred to as the "Project"); and

Ownership of the said **Range Road 205** is vested in the Crown in right of Alberta;
and

Under the provision of Alberta Regulation 79/2003, the Minister may enter into an agreement with an urban or rural municipality for the construction of any street or road, other than a highway, within the boundaries of an urban or rural municipality; and

The Minister, as a condition to the use of Provincial funds for the construction of the said **Range Road 205**, under the Strategic Transportation Infrastructure Program – **Resource Road Component**, deems it necessary to enter into an agreement with the Municipality to ensure the preservation and protection of the **Range Road 205** as an efficient means of transportation.

In consideration of the terms and conditions specified in this document, the parties agree as follows:

1. The Municipality shall undertake the **Road Rehabilitation of Range Road 205** in accordance with the detailed plan and specifications as approved by the Minister.
2. The maximum contribution by the Minister shall be limited to **Two Million, Two Hundred Fifty Thousand Dollars \$2,250,000** or Fifty Percent (**50%**) of the actual shareable costs, whichever is less, as shown in the **Schedule of Costs**, in this document referred to as the "**Schedule A**", attached to this document and forming part of this Agreement.

3. The Minister may advance a portion or all of the funds specified in Clause 2 in trust or provide payments upon submission of invoices submitted by the municipality based on actual expenditures incurred on the project.
4. Nothing in this Agreement will preclude the Municipality from using other sources of funding to complete the work agreed upon.
5. The Municipality will accept the funds granted conditionally by the Minister on the following terms and conditions:
 - a) the Municipality shall maintain a separate accounting for costs incurred on the project and all funds granted conditionally by the Minister;
 - b) the Municipality will ensure expenditures accounted for against the principal amount of any advance and the interest earned is only for the work accepted by the Minister under this Agreement;
 - c) any interest earned on the provincial funds held by the Municipality will only be applied to the total eligible project expenditures so as to reduce the total sharable cost; and
 - d) **"Interest Earned"** shall be calculated based on the actual interest earned by the municipality so as to maximize the interest on such money, subject to provisions of the Municipal Government Act or a method agreeable to the Minister;
 - e) all funds advanced conditionally and accumulated interest not expended prior to December 31st in any year, will be retained conditionally by the Municipality and expended on the Project in the following year(s). The Municipality agrees that any funds and accrued interest unexpended on completion or termination of the Project will be returned to the Province or may be treated as an advance on other Transportation programs as may be specified by the Minister.

6. The Municipality agrees that the Minister shall have the right at all times to inspect the cost records of the Municipality, the work specified in this document, and any and all materials supplied or used in connection with this work, and shall have the right to require any modification or alteration in the work to ensure its completion in accordance with the specifications forming part of this Agreement.
7. The Municipality agrees that:
 - a) it will utilize competent engineering consultants registered and licensed to practice in the Province of Alberta, in this document referred to as the **"Engineer"**, for the design including preparation of the plans and specifications and for the quality control activities and supervision of the contract during construction; and
 - b) it will undertake the construction on a contract basis, and shall invite tenders; and where the Municipality recommends that any tender other than the low tender be accepted, shall submit to the Province for its written approval its recommendation respecting such awarding, together with details of all tenders received; and
 - c) it will ensure that the accepted work is carried out in accordance with the rules, regulations and laws governing such works and in accordance with the best general practice, and in a manner agreeable to the Minister; and
 - d) it will satisfy itself that the costs proposed and submitted by the Engineer for their services are considered fair and reasonable; and
 - e) it will provide the Minister with confirmation of construction completion; and a certified financial statement of all costs incurred; and revenues received with respect to the project; along with copies of all relevant invoices; and
 - f) it will schedule the work to be completed by **December 31, 2021**.
8. Upon completion of the work, the Municipality shall allow free and complete use of the said **Range Road 205** to and by any lawfully licensed vehicle operated in accordance with the Traffic Safety Act.
9. The Municipality agrees that it shall at its own expense perform subsequent maintenance on the **Range Road 205** including upkeep of signage and pavement markings, as required.
10. The Municipality shall indemnify and hold harmless the Minister, his employees and agents from any and all claims, demands, actions and costs or whatever may arise, directly or indirectly, out of any act or omission of the Municipality, its employees or agents, in the performance by the Municipality of this Agreement. Such indemnification shall survive termination of this Agreement.

11. The parties agree to give this Agreement a fair and liberal interpretation and to negotiate with fairness and candor, any modification or alteration that may be rendered necessary by changing conditions.

IN WITNESS WHEREOF this Agreement has been duly executed by the parties hereto as of the date first above written.

SIGNED ON BEHALF OF

Alberta Transportation

Darren Davidson, Regional Director

Witness

Date Signed

SIGNED ON BEHALF OF

Wheatland County
As represented by the Reeve:

Amber Link, Reeve

Witness

Date Signed

Schedule “A”

Schedule of Costs

Strategic Transportation Infrastructure Program Resource Road Component

Project Information	
Municipality	Wheatland County
Project Name	Range Road 205 Road Rehabilitation
Grant Number	706219
Project Detailed Location	Between Twp Rd 250 and Hwy 564
Contractor	
Consultant	
Financial Information	
Project/Construction Cost	\$4,250,000
Engineering Costs <i>(Eligible Costs Only)</i>	\$250,000
Total Eligible Cost	\$4,500,000
Other <i>(Please Specify)</i>	\$
Eligible Grant = 50%	\$2,250,000
Municipality Share	\$2,250,000

Exhibit "A"

(Map of Site)





ALBERTA
TRANSPORTATION

*Office of the Minister
Deputy Government House Leader
MLA, Calgary-Hays*

May 1, 2020

AR 79804

Ms. Amber Link
Reeve
Wheatland County
242006 RR 243
Highway 1, RR 1
Strathmore, AB T1P 1J6

Dear Reeve Link: *Amber*

I am pleased to advise your council that your project, Range Road 205 - Road Rehabilitation, will be funded under the Strategic Transportation Infrastructure Program (STIP) – Resource Road Program.

Based on your submission/application, Wheatland County will receive a grant of 50 per cent of the estimated eligible project costs, or up to \$2,250,000 for the project under this program. The final grant amount will be based on the actual eligible costs at the time of the project completion, up to a maximum grant of \$2,250,000. Given the current fiscal situation, no cost increases can be considered. Please do not publicly communicate this project approval until provincial announcements are made.

Through Budget 2020, our government continues to make historic investments in hospitals, schools, roads, bridges, transit, and water infrastructure. This investment will help stimulate Alberta's economic recovery and get Albertans back to work.

Alberta Transportation staff will be in contact with your administration to formalize the funding agreement to undertake this work.

Sincerely,

Ric McIver
Minister

cc: Honourable Nathan Cooper, MLA, Olds-Didsbury-Three Hills
Mr. Darren Davidson, Regional Director, Southern Region

Wheatland County

Request for Decision

Regular Council Meeting

July 7, 2020

Report prepared by: Mike Ziehr



Utility Connection Fee

Recommendation from Administration

That Wheatland County Council approve the proposed revisions to Planning Policy Section 7.8 and Master Fee Schedule removing the requirement for applicants to pay the utility connection fee prior to the development of a vacant lot.

Chief Administrative Officer's Comments

N/A

Report

Division: County-wide

The connection fee was implemented prior to the year 2000 as a method of funding the replacement of the potable water system in Rosebud. The community was charged \$4,000 for each new connection to the system.

This fee was introduced to the remainder of the Hamlets in 2012 as an additional method of funding reserves for capital infrastructure replacements in each community. With the development of each un-serviced lot, the landowner is required to pay a \$4,000 "connection fee". These fees are placed in the restricted reserve of each community. These reserves are then accessed to help fund infrastructure repairs or replacement projects that are specific to each community.

Since the implementation of the connection fee in 2012, the county has collected \$88,000 from vacant lot development. With the lack of surrounding communities collecting such a fee, this places the county at a disadvantage for attracting new residents into our Hamlets and may be a contributing factor for a lower rate of new development within the Hamlets.

Conversely, the monthly capital levy has accumulated approximately \$717,000 since 2012 that has been earmarked to fund improvements specific to each community. With these fees residents help contribute to infrastructure improvements that benefit them directly and support the user pay and cost recovery methodology the County is encouraging.

Relevant Policies, Practices, and Legislation

Planning Policy Section 7.8 – Water and/or Sewer Connection Fee Procedure, Master Fee Schedule

Alignment with the Strategic Plan

The collection of capital levies ensures that Hamlet residents have the ability to fund water and wastewater projects specific to each community.

Response Options

Option 1: THAT the proposed recommendation is accepted/approved.

Option 2: THAT the proposed recommendation is not accepted/approved.

Option 3: THAT an alternate recommendation is accepted/approved.

Implications of Recommendation

General

The Planning Policy 7.8 will be revised and the connection fee will be removed from the Master Fee Schedule.

Organizational

N/A

Financial

There will be an expected drop in revenue of approximately \$10,000 per year that was intended to be input into capital reserves. Council does have the option of increasing the monthly capital levy present in the 2021 utility rates to make up this difference.

Environmental, Staff, and Public Safety

N/A

Follow-up Action / Communications

N/A

Report Approval Details

Document Title:	Utility Connection Fee.docx
Attachments:	- Capital Levy Revenue - 2013 to 2020 (June).pdf - Revised Policy 7.8.jpg
Final Approval Date:	Jun 30, 2020

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

A handwritten signature in black ink, appearing to be 'MZ' followed by a long, sweeping horizontal stroke.

Michael Ziehr

A handwritten signature in black ink, appearing to be 'Brian Henderson' in a cursive script.

Brian Henderson

Sum of Net Revenue		Year								
Account Name	Account Number	2013	2014	2015	2016	2017	2018	2019	2020	Total
Capital Connection Levy - Carseland	1-42-01-1571-00		4,000.00	8,000.00		4,000.00				16,000.00
Capital Connection Levy - Cluny	1-42-02-1571-00						4,000.00			4,000.00
Capital Connection Levy - Gleichen	1-42-03-1571-00			4,000.00				4,000.00	8,000.00	16,000.00
Capital Connection Levy - Rosebud	1-42-09-1571-00		8,000.00		4,000.00					12,000.00
Capital Connection Levy - Speargrass	1-42-08-1571-00	8,000.00		4,000.00	4,000.00	16,000.00	4,000.00	4,000.00		40,000.00
										88,000.00
Capital Levy - Carseland	1-42-01-1581-00	28,680.36	30,098.53	32,568.35	34,702.80	38,488.69	40,607.99	44,454.11	18,525.10	268,125.93
Capital Levy - Cluny	1-42-02-1581-00	5,230.16	5,349.67	5,727.14	6,244.01	7,639.82	8,050.24	8,820.94	3,623.90	50,685.88
Capital Levy - Gleichen	1-42-03-1581-00	24,130.81	25,240.13	27,247.01	29,064.20	32,114.67	33,814.51	37,269.66	15,463.10	224,344.09
Capital Levy - Rosebud	1-42-09-1581-00	5,040.00	5,292.00	5,844.69	6,243.60	6,973.12	7,547.40	8,357.73	3,521.30	48,819.84
Capital Levy - Speargrass	1-42-08-1581-00	12,759.34	13,548.00	14,755.00	16,093.00	17,964.82	19,329.76	21,424.82	8,982.37	124,857.11
										716,832.85
Grand Total		83,840.67	91,528.33	102,142.19	100,347.61	123,181.12	117,349.90	128,327.26	58,115.77	804,832.85

WHEATLAND COUNTY

PLANNING POLICY SECTION 7.8	WATER AND/OR SEWER CONNECTION FEE Page 1/1 FEE PROCEDURE
PURPOSE	Upgrading and maintenance of all water and wastewater systems within County Hamlets.
Effective Date: Feb. 5/13 CM – Res. 13-02-56 (Dec. 3/13 C of W)	

Policies

- ~~1. Applicants applying for a development permit on a vacant lot, within a hamlet that provides service mains, will be charged (per account connection) a connection fee as per the Master Fee Schedule payable upon submission of a development permit application.~~
2. Within the hamlet boundaries there may be a vacant parcel/lot that does not have service mains available to the lot. If this is the case the following options may occur;
 - The owner (developer) will incur the costs to have the service mains brought over to the lot (if the County approves services in that location).
 - The County may incur the costs to have the service mains brought over to the lot (if the area was already scheduled for services according to the 10 year Water and Wastewater Capital Servicing Plan).
3. If the owner (developer) has a lot that does not have service mains and does not pay to have the service mains brought over to the lot this will be considered an undevelopable parcel until service mains are available. **No development permit will be issued.**
4. No private sewage disposal systems are permitted within the boundaries of a hamlet where public service mains are available.
5. No water wells are permitted within the boundaries of a hamlet where public service mains are available.

Wheatland County

Request for Decision

Regular Council Meeting

July 7, 2020

Report prepared by: Margaret Desaulniers



Correspondence & Information Items – July 7 Council Meeting

Recommendation from Administration

That Council accept the following items as information, as provided in the request for decision:

- Village of Rockyford Correspondence (dated June 10, 2020) – Re: Wheatland Regional Corporation – Regional Waterline Project Tender.
- Strathmore & District Agricultural Society Correspondence (June 15, 2020) – Re: 2020 Community Enhancement Grant Funding

Chief Administrative Officer's Comments

N/A

Report

Division: County-wide

N/A

Relevant Policies, Practices, and Legislation

N/A

Alignment with the Strategic Plan

N/A

Response Options

Option 1: THAT the proposed recommendation is accepted/approved.

Option 2: THAT the proposed recommendation is not accepted/approved.

Option 3: THAT an alternate recommendation is accepted/approved.

Implications of Recommendation

General

N/A

Organizational

N/A

Financial

N/A

Environmental, Staff, and Public Safety

N/A

Follow-up Action / Communications

Follow-up based on direction of Council.

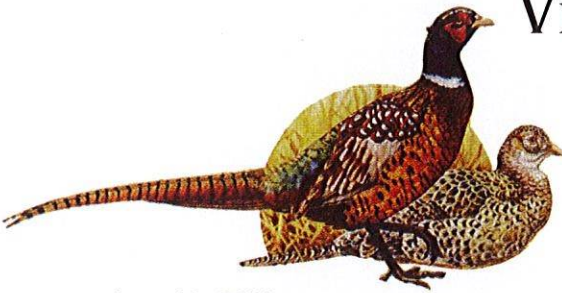
Report Approval Details

Document Title:	Correspondence and information Items - July 7 Council Meeting.docx
Attachments:	- Village of Rockyford Correspondence.pdf - Strathmore Agricultural Society Correspondence.pdf
Final Approval Date:	Jun 30, 2020

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

A handwritten signature in black ink, appearing to read "Brian Henderson", written in a cursive style.

Brian Henderson



Village of Rockyford

Box 294, Rockyford, Alberta T0J 2R0
Telephone: (403) 533-3950
Fax: (403) 533-3744
Email: villageofrockyford@gmail.com

June 10, 2020

Reeve Amber Link
Wheatland County
via e-mail: amber.link@wheatlandcounty.ca

Dear Reeve Link;

FOIP s.17(1)

On June 9, 2020, our CAO received an e-mail [REDACTED] in regard to the awarding of the tender for Phase 3 of the regional waterline project. This correspondence was discussed at our Council meeting last night and Council requested that a response be drafted to you. Our Council would not make a unilateral decision but would consult with the WRC Board after gathering all the information required to make an informed decision that would be in the best interest of all parties.

The awarding of the tenders for Phases 1 and 2 along with the truck fill have all been conducted in the same manner – the WRC Board makes a recommendation that then goes back to the Village of Rockyford Council for the motion to approve the recommendation. This is nothing new, it is the structure of this project as Rockyford manages the project and is the legal owner of all assets for a period of five years after the completion of Phase 4.

We don't understand why this is being questioned now, after 3 other contracts have been awarded in this same fashion. The fact that we are trying to promote and boost Alberta's economy instead of Saskatchewan's should be something we all strive to do during this time. The difference in cost is nominal and is well below what the original projections allowed for. If this is cost motivated, it would cost the County \$14,220.73 more for the Alberta bid over the Saskatchewan bid. This still represents a vast savings overall as the County had initially budgeted \$620,000 for this project.

FOIP s.17(1)

The last question [REDACTED] posed – *"Were there any other discussions for this specific tender approval that took place, with proponents / bidders?"* is incredibly insulting and I find it highly unprofessional that our integrity would be drawn into question in this manner. At no time has a Village Councillor or staff member taken it upon themselves to breach ethics or code of conduct so blatantly.

We have discussed this with the Premier, our MLA, AB Transportation, a lawyer and the president of AUMA in an effort to ensure that we do what is best for not only the project but for the region and the County ratepayers that are affected directly by the awarding of this tender.

This is not something that we have taken lightly, and it is certainly not something that we did with the intent to create ill feelings amongst the partnership, but we want to ensure we do everything we can so

that when we look at our neighbours and say "we tried" we can do it with our heads high and know that we did try.

We are committed to the partnership that is Wheatland Regional Corporation and value all members but take great offence to being questioned about our motives and integrity.

Regards,

A handwritten signature in blue ink, appearing to read "D. Burke". The signature is fluid and cursive, with a large initial "D" and a stylized "B".

Darcy J. Burke
Mayor
Village of Rockyford



**Strathmore & District
Agricultural Society**

WHEATLAND COUNTY

JUN 25 2020

RECEIVED

June 15, 2020

Wheatland County
242006 Range Road 243
Highway 1 RR 1
Strathmore, Alberta
T1P 1J6

RE: 2020 Community Enhancement Grant Funding

Dear Wheatland County Council,

On behalf of the Strathmore & District Agricultural Society we would like to express our deep thanks to the County for awarding the Society with Community Enhancement Grant Funding in support of the Celebration of Lights.

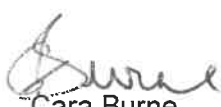
These funds will be used to support and enhance this wonderful Christmas celebration. We will be certain to include recognition of the County's support at every opportunity, and we hope to have even more Wheatland County residents take in the celebration this year.

Your generosity is greatly appreciated.

Sincerely,



Stef Leblanc
President



Cara Burne
Vice – President



Lois Wegener
Secretary Treasurer