

**COMMITTEE OF THE WHOLE
APRIL 9, 2019
4:30 P.M.
AGENDA**

1. Agenda Additions/Deletions
2. Agenda Approval
3. Councillor Recognition – Policy I – 5(b) 2
4. Multi-Use Facility – Next Steps – Strategic Plan #3 Verbal
5. Provincial Election All Candidates Forum, April 1st – Hall Rental Verbal
6. Stettler Skate Association – Completion of Phase 3 Request 3-11
7. Additions
8. Adjournment

TOWN OF STETTLER

Prepared by: Administration Number: 1-5(b)
Adopted by: Town of Stettler Council Original Policy: 1987 01 20
Previous Policy: 1987 01 20
Current Policy: 2013 11 18

Title: **Service Recognition for Town of Stettler Members of Council**

Purpose: To establish recognition for members of Town of Stettler Council that are leaving office.

Policy Statement: That following the Municipal Elections or upon resignation from Council, the Member(s) of Council that are not returning shall be recognized for their past term of service.

- The Mayor will coordinate with the CAO and the outgoing Member of Council a form of recognition gift that reflects individuality; meaning that it does not have to be the same for each outgoing Member of Council. A general guideline will be up to \$50/per year of service.
- That the basic value/cost of the gift be relatively increased based on years served beyond 1 term.
- The presentation of the recognition could be at a public function (Council Meeting) or be done privately at the discretion of the individual receiving the recognition.



Town of Stettler
(the "Town")

and

County of Stettler No. 6
(the "County")

Contribution Agreement

WHEREAS:

A. The County and the Town have agreed to the value of seeking an agreement for the mutually fair and equitable recreation and leisure funding by the County to the Town that addresses the value of recreation and leisure within the regional community, its growth and sustainability;

B. The County and the Town entered into a mediation on 'Fair and Equitable' Recreation and Leisure Funding with open minds, respect for their fellow government leaders, and a commitment to focus and establish an agreement;

C. The County and the Town have determined what is deemed as appropriate contributions towards the Town's recreation and leisure operational and capital expenditures as a result of shared use of Town recreation facilities by both Town and County residents and the value of recreation and leisure to the regional community, and its growth and sustainability. Both Parties have also entered into this agreement with the desire to satisfy the Town's operational and capital funding needs while maintaining the County's fiscal responsibilities to its ratepayers;

D. The County and the Town are open to building on the experience of the current 10-year agreement and wish to reach an agreement on operating and capital funding for recreation and leisure that can be applied for 20 years without the need for future significant re-negotiation;

E. The County and the Town see value and have experienced many successes in joint Town and County ventures and recognize that opportunities exist for governments who embrace projects with a cooperative and collaborative spirit to the benefit of their region; and

F. In order to ensure funding remains equitable, both Parties have agreed to the County funding joint recreation and leisure through a constant municipal tax rate. This means that as the County assessment changes, so does the County's contribution to the Town. Assessment is believed to consider inflation and the consumer price index.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises, covenants and agreements herein contained, the Parties hereto agree as follows:

Definitions

1. For the purposes of this Agreement, the following terms will have the meanings herein specified:
 - (a) "Annexation MOU" means the Memorandum of Understanding executed by the Parties on March 18, 2009;
 - (b) "Annual Contribution" means the County's annual payment to the Town as described in Section 5 herein;
 - (c) "County Tax Bylaw" means the tax bylaw of the County, as amended from time to time;
 - (d) "Facility or Facilities" means all recreational and leisure activities, programs and facilities which are owned or operated by the Town, except those facilities listed in Section 13 herein;
 - (e) "Party" or "Parties" mean the Town and the County, individually or collectively as the case may be; and
 - (f) "Term" means the term of this Agreement as described in Section 10 herein.

Payment of Contribution

2. The County agrees to pay the Annual Contribution to the Town for the purpose of providing financial support for the Facilities. The Town agrees that the Annual Contribution shall be used solely for the purposes of funding the Facilities and that the Town shall be responsible for funding the balance of the costs or expenses related to the Facilities without further contribution from the County.
3. The County hereby agrees that, during the Term of this Agreement, the County will pay the Annual Contribution on or about November 15 of each year during the Term.

4. The Parties agree that the Annual Contribution will be calculated each year as being 0.03208% of the County's then current tax base as provided in the County Tax Bylaw. The Parties acknowledge that this percentage was selected based on the anticipated Annual Contribution for 2015 of \$513,451.54, being 0.03170% of the County's current tax base of \$1,619,422,100.00, and calculated as follows:
 - (a) The amount of \$93,300, representing approximately 35% of the annual deemed debenture against a \$4,000,000 capital expenditure termed over 20 years (based on an interest rate of 3%); and
 - (b) The remaining balance of \$420,151.54, representing approximately 35% of the Town's annual operation deficit of \$1.2 million for the Stettler Recreation Center established as at December 31, 2013.
5. The cost sharing arrangements in this Agreement are based on the current *Municipal Government Act* and applicable regulations regarding assessment and taxation. In the event of changes in Provincial legislation or regulations in a manner that will materially affect either Party's ability to collect revenue, the Parties agree to revisit the Annual Contribution amount to ensure fair and equitable funding for both Parties.
6. It is agreed that should the need arise for earlier than expected additional capital funding, the County will consider providing such additional funds above the Annual Contribution to the Town in order to generate immediate funds for specific projects as an advance against future contributions. Extraordinary requests for capital funding may be considered, but will be in the discretion of County Council.
7. The Parties agree that the Annual Contribution is sufficient and may be used for:
 - (a) capital;
 - (b) capital maintenance; and
 - (c) operational deficit (all operational costs not offset by revenue);of the Facilities.
8. the Town acknowledges that the County intends to specify, in County tax notices, the specific portion of taxes to be used as an Annual Contribution to recreation and leisure within the Town.

Term

9. The term of this Agreement shall be a period of ten (10) years, commencing on January 1, 2015, and expiring on December 31, 2025, which term shall automatically renew,

unless either Party provides to the other, at least twelve (12) months prior to the expiration of the Term, a written notice of an intention not to renew. In the event of a renewal, the renewal shall be on the same terms and conditions for an additional period of ten (10) years (for a total maximum of twenty (20) years commencing on the date this Agreement is executed and expiring on December 31, 2035).

Town Obligations

10. The Town is responsible for and has discretion regarding the administration, use, expenditure and distribution of the Annual Contribution to the Facilities within the Town. However, the Town will provide an accounting statement to the County upon request.
11. The Town agrees that it will provide the County with prior notice when capital or capital maintenance expenditures in excess of \$100,000.00 are being considered.
12. The Town will ensure availability and accessibility to the Facilities for County residents which are equal to those enjoyed by Town residents.

Excluded Facilities

13. All previous recreation/leisure contribution or funding agreements whereby the County has agreed to provide funds to the Town for those purposes are hereby revoked and replaced by this Agreement. However, the Parties acknowledge and agree that this Agreement does not apply to the following facilities within the Town and/or funding arrangements:
 - (a) facilities where Clearview School Division No. 71 holds the controlling interest;
 - (b) the Stettler Agricultural Society;
 - (c) existing joint agency funding such as Stettler Town and Country Museum and the Stettler Public Library; and
 - (d) unforeseen future major recreation/leisure needs as mutually agreed upon.

Open Communication

14. The County and the Town acknowledge and agree that they will maintain focused and open communication regarding recreation and leisure needs, and for that purpose agree to:

- (a) through committees, meet annually, not later than May 31 of each year to:
 - i. consult in regard to the distribution of the Annual Contribution;
 - ii. exchange information regarding how recreational and leisure issues are being addressed;
 - iii. monitor and discuss expenditures;
 - iv. monitor this Agreement; and
 - v. address any unforeseen developments in regard to recreational and leisure needs, including anticipated future needs.
- 15. The County and the Town acknowledge and agree that each Party will continue to foster their own recreation and leisure needs and fund those needs internally within their own budgets and within their respective budgetary constraints.

The Annexation MOU

- 16. The Town and the County acknowledge and agree that, going forward, certain funds which remain outstanding pursuant to the Annexation MOU shall be adjusted as follows:
 - (a) payment of \$210,000.00 from the Town to the County is acknowledged as contributed by the Town over the past 5 years;
 - (b) a further payment of \$210,000.00 in tax loss compensation outstanding from the Town to the County will henceforth be acknowledged as paid in full as a further contribution by the County towards the Facilities; and
 - (c) the Parties acknowledge and agree that the \$128,000.00 annual payment by the County to the Town, as provided by section 8.2 of the Annexation MOU, is subsumed within and paid for by the County's Annual Contribution to the Town as provided for by this Agreement.
- 17. Pursuant to section 9.2 of the Annexation MOU, the Town will continue to provide recreation centre passes to County staff at a 50% discount during the Term of this Agreement, and, in addition thereto, will annually provide the County with 20 recreation centre single-use passes for promotional uses at no cost to the County.

Acknowledgements

- 18. By signing this Agreement, both Parties acknowledge:
 - (a) the fairness and the equity of this Agreement;

- (b) the partnership basis on which this Agreement was formed;
- (c) that the County's contribution is being provided to cover all Town recreation and leisure responsibilities within the Town for the Facilities;
- (d) that each Party will, in good faith, respectfully support the other and this Agreement positively and publicly;
- (e) that the past recreation agreements and annexation compensation have been adequately acknowledged and addressed; and
- (f) the need for open communication and monitoring of recreation and leisure needs.

Dispute Resolution

19. In the event of any dispute or disagreement in regard to this Agreement, the Parties will resolve the dispute or disagreement as follows:
- (a) At first instance, the CAOs will meet to discuss the issue and attempt to negotiate an agreeable resolution. In the event that such negotiations fail, either Party may request resolution by a dispute review committee;
 - (b) If a dispute review committee is requested, a dispute review committee shall be struck consisting of Chief Administrative Officers and Chief Elected Officers of the Town and the County. The committee will meet to discuss and attempt to negotiate a resolution;
 - (c) If the dispute review committee fails to reach a resolution, either Party may request mediation;
 - (d) If mediation fails, or the dispute cannot be otherwise resolved, either Party may terminate this Agreement pursuant to Article 9 hereof.

General

20. This Agreement is for the benefit of and binds the Parties and their respective successors and permitted assigns. This Agreement may not be assigned by either Party without the express written consent of the other, which consent may be arbitrarily withheld.
21. Any term of this Agreement which is determined to be void, unenforceable or illegal will be severed from this Agreement. The remaining terms will be effective and enforceable.

22. The headings contained in this Agreement are for reference only and will not be used to interpret or construe this Agreement.
23. Time is of the essence for every part of this Agreement.
24. Any notice, consent or communication required by this Agreement must be in writing and will be delivered by hand or by courier to the following addresses or will be facsimiled to the following facsimile numbers, as the case may be:

To The Town at:

Town of Stettler 5031 – 50 Street Box 280, Stettler, AB T0C 2L0
Attention: Chief Administrative Officer
Facsimile Number: 403-742-1404

To the County at:


County of Stettler No. 6 – 6602 – 44 Avenue - Box 1270, Stettler, AB T0C 2L0
Attention: Chief Administrative Officer
Facsimile Number: 403-742-1277

25. This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the Parties hereby submit to the jurisdiction of the Courts in the Province of Alberta.
26. Wherein this Agreement the time for doing anything falls or expires on a Saturday, Sunday or a holiday (as defined by the *Interpretation Act* of Alberta) then such thing may be validly done on the first day thereafter that is not a Saturday, Sunday or holiday.
27. In this Agreement, words importing the singular shall include the plural and words importing the masculine shall include the feminine or neuter or bodies corporate, or vice versa, as the context, or the number or gender of the Parties, from time to time, so requires.
28. Other than as has been expressly provided for herein, the Term of this Agreement may not be extended or renewed without further written agreement of the Parties hereto. Further, this Agreement may only be amended by written agreement between the Parties hereto.

IN WITNESS WHEREOF the Parties have set their seals and hands of their duly authorized signing officers in that behalf on the day and year first above written.



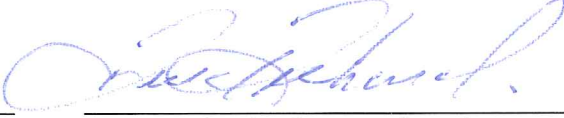
CAO Tim Fox, County of Stettler No. 6



CAO Greg Switenky, Town of Stettler




Reeve Wayne Nixon, County of Stettler No. 6



Mayor Dick Richards, Town of Stettler



Councillor James Nibourg, County of Stettler No. 6




Councillor Allan Campbell, Town of Stettler



Councillor David Grover, County of Stettler No. 6



Councillor Sean Nolls, Town of Stettler




Councillor Joseph Gendre, County of Stettler No. 6



Councillor Will Brown, Town of Stettler



Councillor Les Stulberg, County of Stettler No. 6



Councillor Malcolm Fischer, Town of Stettler



Councillor Gregory Jackson, County of Stettler No. 6



Councillor Karen Sernecky, Town of Stettler



Councillor Ernie Gendre, County of Stettler No. 6



Councillor Darcy Bachman, Town of Stettler

Signed May 6, 2015

WAIVER OF NOTICE

In accordance with Section 194 (4) of the *Municipal Government Act*, R.S.A. 2000, c.M-26 as amended, or repealed and replaced from time to time, notice of a Special Council Meeting is hereby waived as follows:

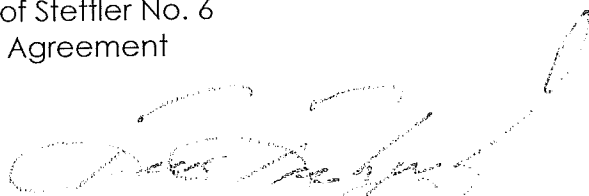
DATE: Wednesday, May 6, 2015

TIME: 12:00 Noon

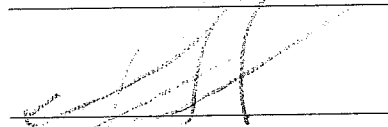
PLACE: Stettler Recreation Centre

NATURE OF BUSINESS: Town of Stettler/County of Stettler No. 6
Recreation Contribution Agreement

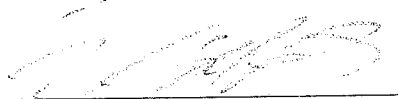
Mayor Richards



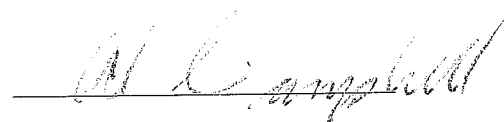
Councillor Bachman



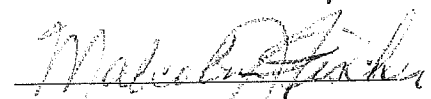
Councillor Brown



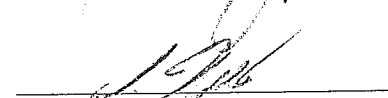
Councillor Campbell



Councillor Fischer



Councillor Nolls



Councillor Sernecky

