

**COMMITTEE OF THE WHOLE
MARCH 14, 2023
4:30 P.M.
AGENDA**

1. Agenda Additions/Deletions
2. Agenda Approval
3. Stettler Music Festival – Arts & Culture Funding Request 2-3
4. Intermunicipal Library Agreement 4-9
5. In-Camera Session – Succession Planning – FOIP – Labour – Section 16(1) Verbal
6. Additions
7. Adjournment

Steven Gerlitz

From: Greg Switenky
Sent: March 1, 2023 10:02 AM
To: Stettler & District Music Festival; Melissa Robbins
Cc: Sean Nolls; Scott Pfeiffer; Gord Lawlor; Cheryl Barros; Wayne G. Smith; Kurt Baker; Travis Randell; Steven Gerlitz; Lara VanLanduyt
Subject: RE: Arts & Culture Funding request

Hi Wendy,

I have asked our Administration to put your request on the March 14th Committee of the Whole Agenda for initial consideration/recommendation under our capital support allocation for Arts & Culture.

Thank you for your submission.

Greg Switenky

CAO

(w) 403-742-8305

(c) 403-740-9569

gswitenky@stettler.net



From: Stettler & District Music Festival <stmusicfestival@gmail.com>
Sent: March 1, 2023 6:36 AM
To: Greg Switenky <GSwitenky@stettler.net>; Melissa Robbins <mrobbins@stettler.net>
Subject: Arts & Culture Funding request

Good morning Greg & Melissa,

I am contacting you this morning in regards to asking for funding for our banner. It is our hope that this banner would be put up every year to promote our Music festival. Presently we have been in discussions and working cooperatively with Melissa about the Town putting up the banner for us and its location would be across the lights/crosswalk between the catholic church and spruce terrace condominium. Melissa, please correct me if I am wrong on the location. We are asking for \$1,113.19, I have attached the quote for the banner.

Please let me know what the next steps would be.

Thank you for your time.

Yours sincerely,

Wendy Staal

403-740-3198(personal cell)

SDMF Chairperson

Stettler & District Music Festival
(403) 742-1655(during Festival days only)
stmusicfestival@gmail.com
www.stettlermusicfestival.com

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

Diverse Signs
 PO Box 69 3813B - 47th ave Stettler, Alberta T0C 2L0
 info@diversesigns.ca
 (403) 742-6723
 Fax : (403) 742-2265



HST/GST #: 85202-2045
 www.diversesigns.ca

Quote 3557

Banner

SALES REP INFO
 Leasyl Carey
 Owner
 leasyl@diversesigns.ca
 403-740-6572

QUOTE DATE
 02/22/2023
 QUOTE DUE DATE
 02/22/2023
 QUOTE EXPIRY DATE
 03/24/2023
 TERMS
 COD

ORDERED BY
 Stettler Music Festival

CONTACT INFO
 Wendy Stahl
 zwaskw@telusplanet.net

| # | ITEM | QTY | UOM | U.PRICE | TOTAL (EXCL. TAX) | TAXABLE |
|---|---------------------------------------|-----|------|------------|-------------------|---------|
| 1 | Banners Double sided Banner | 1 | Unit | \$1,019.40 | \$1,019.40 | Y |

Setup: \$40.78
Subtotal: \$1,060.18
Sales Tax (5%): \$53.01
Total: \$1,113.19

Downpayment (50.0 %)

\$556.60

SIGNATURE:

DATE:

Municipal Agreement to Establish an Intermunicipal Library Board

Memorandum of Agreement made this 27 day of May A.D. 2020

Between:

The Town of Stettler, of the first part

And

The County of Stettler No. 6, of the second part

WHEREAS the *Libraries Act* and *Libraries Regulation* make provisions whereby such Councils may, with the consent of the Minister, enter into agreements relating to the provision of a library service

And

WHEREAS it is deemed desirable by Councils and parties concerned that such an agreement be entered into,

Now, therefore, the parties hereto covenant and agree as follows:

1. That the parties hereto agree to establish and operate jointly an intermunicipal library board to be known as the Stettler Public Library Board (hereafter referred to as the Board).
2. That the management and operation of the library shall be delegated to the Board constituted as follows:
 - a. Five (5) members will be appointed by the Council of the Town of Stettler; no more than one (1) of whom may be a councilor of that municipality.
 - b. Five (5) members will be appointed by the Council of the County of Stettler No. 6; no more than one (1) of whom may be a councilor of that municipality.
3. That appointments to the Board shall be for a term of up to three (3) years.
4. That a member of the Board is eligible to be appointed for no more than three (3) consecutive terms of office, unless at least two-thirds (2/3) of the whole council that appointed the member passes a resolution stating that the member may be appointed for an additional term. Such a resolution must be passed each time the member is to be appointed for an additional consecutive term following their third consecutive term.
5. That the Board so appointed shall exercise all powers and perform all the duties delegated to an Intermunicipal Library Board under section 12 of the *Libraries Act*.
6. That December 1 will be the deadline for the Board to submit to each municipality that is party to the agreement a budget of estimated funds required during the ensuing fiscal year to manage and operate the library, including the amounts to be paid by each municipality in accordance with the agreement.

7. That the Board shall calculate the requested local appropriation each year based on the budgeted revenues and expenses of the library for the coming year, the goals and objectives in the Board's current plan of service, and on the terms listed in point 8 below.
8. That the County of Stettler shall contribute, 35% of the estimated expenses estimated to be unfunded by revenues other than municipal requisitions. The Town of Stettler shall contribute, 65% of the estimated expenses estimated to be unfunded by revenues other than municipal requisitions.
9. That each municipality's local appropriation shall be paid directly to the Board according to the following schedule:
 - a. The Town of Stettler shall pay its appropriation in increments of 25% of the total amount due, with payments being due no later than January 31, April 30, July 31, and October 31 of each year of the agreement
 - b. The County of Stettler shall pay its appropriation in increments of 50% of the total amount due, with payments being due no later than February 28 and July 31 of each year of the agreement.
10. That an annual financial report in the form of an audit at least once in every three years, and in the form of a Notice to Reader in the balance of years shall be conducted by a person appointed by the Board. The qualifications of the reviewer must be approved by both councils by council motion. When completed, the annual financial report shall be submitted to each council that is party to this agreement. The person appointed by the Board shall not be a Library employee, nor a Board trustee, nor a councilor of a municipality that is party to this agreement.
11. That either party to this agreement may propose amendments to the agreement. Proposed amendments must be agreed to by both parties to this agreement by council motion. Amendments will be filed with the Minister responsible for libraries.
12. If a third municipality wishes to join this agreement, the two current parties must both agree to admit this new party to the agreement by council motion. The three parties will then collectively agree to amend the agreement using the process in point 11, and the new party will be added to the agreement once the revised agreement is received by the Minister responsible for libraries.
13. That any dispute between the parties to this agreement will be settled using the following framework:
 - Step 1 Should either party to this agreement identify an issue that it wishes to dispute, that party should inform the other party, in writing of the reasons for its dispute.

- Step 2 Each party to the agreement will appoint a representative to an ad hoc dispute committee. A third mutually agreeable member will also be appointed to the committee by motion of each Council.
- Step 3 The Committee should discuss the issue with the intent to seek a solution by consensus.
- Step 4 Should the Committee be unable to arrive at a consensus, then each Committee representative will contact his or her chief elected officer to arrange a joint meeting of the councils of the municipalities that are parties to this agreement. Councils will then discuss possible solutions.
- Step 5 Should the councils be unable to reach a solution any municipality may contact Alberta Municipal Affairs to commence a mediation process under the department's guidance.
- Step 6 In a case where further action under the *Libraries Act* is unavailable, the results of the mediation report will be binding on each municipality.

14. That this agreement shall take effect on the date the Minister responsible for libraries establishes the Board.

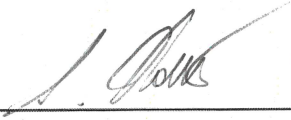
15. That this agreement shall continue in effect for three years, until May 26, 2023.

Six (6) months prior to that date, the parties to this agreement will contact each other to confirm if a review or potential renegotiation is desired prior to renewal.

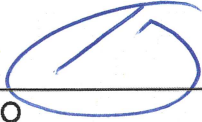
16. That if one or both parties to this agreement wish to dissolve the intermunicipal library board they shall proceed in accordance with section 17.2 of the *Libraries Regulation*. Either party may give notice to the other party that it intends to withdraw from the agreement by giving written notice to both the other party and the Board of not less than one (1) year. The final dissolution shall be in accordance to the directions, and the order, of the Minister responsible for libraries.

17. That if one or both parties to this agreement wish to dissolve the intermunicipal library board, their legally-required winding-up plan will be guided by Appendix A.

Municipality (Town of Stettler)

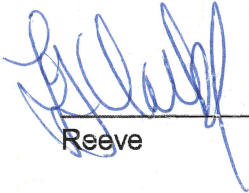


Mayor

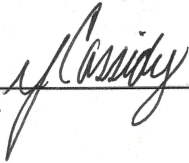


CAO

Municipality (County of Stettler No. 6)



Reeve



CAO

Appendix A: Winding-Up Plan

Should one or both parties to this agreement wish to dissolve the intermunicipal library board, the assets of the board shall be transferred between the two parties as follows, based on the circumstances:

I. **One party wishes to form a municipal library board, and the other party does not wish to form a municipal library board:**

- a. All assets of the intermunicipal board shall be transferred to the new municipal library board.

II. **Both parties wish to form municipal library boards:**

The assets of the intermunicipal board shall be inventoried and appraised.

- a. Assets contributed at the date of formation of this contract shall be divided up as equally as possible between the two new municipal library boards.
- b. Any assets acquired after the formation of the intermunicipal board will be divided as nearly as possible based on the contribution amounts of the two boards' respective municipalities under point 8 of the main agreement, at current market value.

III. **Neither party wishes to form a municipal library board:**

The assets of the intermunicipal library board shall be inventoried and appraised.

- a. Assets contributed at the date of formation of this contract shall be divided up as equally as possible between the two municipalities.
- b. Any assets acquired after the formation of the intermunicipal board will be divided as nearly as possible based on the contribution amounts of the two municipalities under point 8 of the main agreement, at current market value.

