



AGENDA

Council Meeting

9:00 AM - Thursday, August 3, 2023
Council Chambers

Page

-
- A. CALL TO ORDER**
 - B. ADOPTION OF AGENDA**
 - C. ADOPTION OF MINUTES**
 - 4 - 8 1. **County Council Meeting Minutes**
[Council Meeting - 06 Jul 2023 - Minutes](#)
 - D. DELEGATIONS**
 - 1. **9:15 a.m. - Bursary Recipients**
 - E. SUBDIVISION APPLICATIONS**
 - 9 - 19 1. **Subdivision Application #2023-0-075 – Bezooyen - NE1/4 23-08-19-W4M**
[Subdivision Application #2023-0-075 – Bezooyen - NE1/4 23-08-19-W4M](#)
 - 20 - 29 2. **Subdivision Application #2023-0-083 – Androkovich - NW1/4 30-08-20-W4M**
[Subdivision Application #2023-0-083 – Androkovich - NW1/4 30-08-20-W4M](#)
 - 30 - 38 3. **Subdivision Application #2023-0-085 – Van Hierden - Block Z, Plan 6150Y within SW1/4 07-10-23-W4M (Hamlet of Monarch)**
[Subdivision Application #2023-0-085 – Van Hierden - Block Z, Plan 6150Y within SW1/4 07-10-23-W4M \(Hamlet of Monarch\)](#)
 - F. PUBLIC HEARINGS - 10:00 A.M.**
 - 39 - 52 1. **Bylaw 23-019 - Road Closure, Sale and Consolidation- Public Hearing**
[Bylaw 23-019 - Road Closure, Sale and Consolidation - Public Hearing](#)

G. DEPARTMENT REPORTS

G.1. COMMUNITY SERVICES

- 53 - 106 G.1.1. **Joint Use and Planning Agreements - Palliser School Division and Westwind School Division Agreements**
[Joint Use and Planning Agreements](#)
- 107 - 109 G.1.2. **Planning and Development Department - 2nd Quarter Report 2023**
[Planning and Development Department 2nd Quarter Report 2023](#)
- 110 - 112 G.1.3. **April-June 2023 Community Peace Officer Report**
[April-June 2023 Community Peace Officer Report](#)

G.2. FINANCE AND ADMINISTRATION

- 113 - 133 G.2.1. **Quarterly Financial Report - April - June 2023**
[Quarterly Financial Report - April - June 2023](#)

G.3. ADMINISTRATION

- G.3.1. **Water Co-op Meeting Update**
- G.3.2. **AUC Solar Approval**

H. CORRESPONDENCE

- 134 1. **Alberta Agriculture & Irrigation - Main Canal Repairs**
[Alberta Agriculture & Irrigation - Main Canal Repairs](#)
- 135 2. **Southern Alberta Chinese Association - Summer BBQ Invitation**
[Southern Alberta Chinese Association - Summer BBQ Invitation](#)
- 136 3. **Town of Pincher Creek - Pincher Creek Parade Invitation**
[Town of Pincher Creek - Pincher Creek Parade Invitation](#)
- 137 4. **Shoes for Kids YQL - Sponsorship Request**
[Shoes for Kids YQL - Sponsorship Request](#)
- 138 - 139 5. **Town of Coalhurst - Invitation to Miners Days Parade**
[Town of Coalhurst - Invitation to Miners Days Parade](#)

I. COUNTY COUNCIL AND COMMITTEE UPDATES

- 140 - 143 1. **Lethbridge County Council Attendance Update - June 2023**
[Lethbridge County Council Attendance Update - June 2023](#)

J. NEW BUSINESS

K. CLOSED SESSION

L. ADJOURN



MINUTES

Council Meeting

9:00 AM - Thursday, July 6, 2023
Council Chambers

The Council Meeting of Lethbridge County was called to order on Thursday, July 6, 2023, in the Council Chambers, with the following members present:

PRESENT: Reeve Tory Campbell
Deputy Reeve John Kuerbis - via Teams
Councillor Lorne Hickey
Councillor Mark Sayers
Councillor Eric Van Essen
Councillor Klaas VanderVeen
Chief Administrative Officer, Cole Beck
Director of Community Services, Larry Randle
Director of Public Operations, Jeremy Wickson
Director of Infrastructure, Devon Thiele
Director of Finance & Administration, Jennifer Place
Information Technology Manager, Doug Burke
Supervisor of Planning & Development, Hilary Janzen
Senior Planner, Steve Harty
Executive Assistant, Candice Robison

Councillor Zeinstra – Excused

A. CALL TO ORDER

Reeve Campbell called the meeting to order at 9:02 a.m.

Reeve Campbell read the following land acknowledgement:

In the true spirit of reconciliation, we acknowledge all those who call this land home now and for thousands of years in the past. May we respect each other and find understanding together and recognize the benefits that this land provides to all of us.

B. ADOPTION OF AGENDA

216-2023 Councillor VanderVeen MOVED that the July 6, 2023 Lethbridge County Council Meeting Agenda be adopted as presented.

CARRIED

C. ADOPTION OF MINUTES

C.1. County Council Meeting Minutes

217-2023 Councillor Van Essen MOVED that the June 15, 2023 Lethbridge County Council Minutes be adopted as presented.

CARRIED

D. DELEGATIONS

E. DEPARTMENT REPORTS

E.1. COMMUNITY SERVICES

E.1.1. Bylaw 23-019 - Road Closure, Sale and Consolidation- First Reading

218-2023 Councillor VanderVeen MOVED that Bylaw 23-019 be read a first time.

CARRIED

E.2. FINANCE AND ADMINISTRATION

E.2.1. Asset Retirement Obligation (ARO) Policy # 187

219-2023 Councillor VanderVeen MOVED that Asset Retirement Obligation Policy #187 be approved.
CARRIED

E.3. PUBLIC OPERATIONS

E.3.1. Shaughnessy Wastewater Lagoon - Desludging Expense

220-2023 Councillor Sayers MOVED that Council approves an additional operating expenditure budget of up to \$250,000 from the Utility Reserve for wastewater lagoon desludging.
CARRIED

E.4. INFRASTRUCTURE

E.4.1. Malloy Drain Phase 2B - Additional ACRP Funding Request

221-2023 Councillor Hickey MOVED that Council approve the Reeve's signature on the letter of support to Minister Shultz, and to approve an additional \$260,000 in funds from the Public Works Project Reserve towards the project for a total of \$600,000, contingent on receiving an additional \$4,445,850 from the Province.
CARRIED

E.5. ADMINISTRATION

Reeve Campbell recessed the meeting at 9:54 a.m.

Reeve Campbell reconvened the meeting at 10:01 a.m.

F. PUBLIC HEARINGS - 10:00 a.m.

F.1. Bylaw 23-014 - Road Closure, Sale and Consolidation- Public Hearing

Reeve Campbell called a recess to the Council Meeting, for the Public Hearing for Bylaw 23-014 at 10:01 a.m.

222-2023 Councillor VanderVeen MOVED that the Public Hearing for Bylaw 23-014 commence at 10:02 a.m.
CARRIED

The Supervisor of Planning and Development reviewed Bylaw 23-014.

Reeve Campbell asked if anyone wished to speak in favour or opposition of Bylaw 23-014.

No comments were made.

223-2023 Councillor Hickey MOVED that the Public Hearing for Bylaw 23-014 adjourn at 10:06 a.m.
CARRIED

Reeve Campbell reconvened the Council meeting at 10:06 a.m.

224-2023 Councillor Sayers MOVED that Bylaw 23-014 be sent to the Minister of Transportation for Approval
CARRIED

F.2. Bylaw 23-018 - Reconfigure the land use districts for portions of NW 21-11-20-W4 and Plan 1810343 Block 1 Lot 1 - Public Hearing

Reeve Campbell called a recess to the Council Meeting, for the Public Hearing for Bylaw 23-018 at 10:06 a.m.

- 225-2023 Councillor MOVED that the Public Hearing for Bylaw 23-018 commence at VanderVeen 10:07 a.m. CARRIED

The Supervisor of Planning and Development reviewed Bylaw 23-018.

Reeve Campbell asked if anyone wished to speak in favour or opposition of Bylaw 23-018.

No comments were made.

- 226-2023 Councillor MOVED that the Public Hearing for Bylaw 23-018 adjourn at 10:12 Sayers a.m. CARRIED

Reeve Campbell reconvened the Council meeting at 10:12 a.m.

- 227-2023 Councillor MOVED that Bylaw 23-018 be read a second time. VanderVeen CARRIED

- 228-2023 Councillor MOVED that Bylaw 23-018 be read a third time. Van Essen CARRIED

G. SUBDIVISION APPLICATIONS

G.1. Subdivision Application #2023-0-066 – Schapansky Farms Ltd. - SE1/4 28-08-19-W4M

- 229-2023 Councillor MOVED that the Country Residential subdivision of SE1/4 28-8-19-W4M (Certificate of Title No. 231 046 114), to subdivide a 2.28-acre (0.920 ha) first subdivision from a ¼-section title of 157.83-acres (63.87 ha) for country residential use; BE APPROVED subject to the following:

CONDITIONS:

1. That, pursuant to Section 654(1)(d) of the Municipal Government Act, all outstanding property taxes shall be paid to Lethbridge County.
2. That, pursuant to Section 655(1)(b) of the Municipal Government Act, the applicant or owner or both enter into and comply with a Development Agreement with Lethbridge County which shall be registered concurrently with the final plan against the title(s) being created.
3. That the applicant submits a final plan of survey as prepared by an Alberta Land Surveyor that corresponds to the approved parcel being subdivided.

CARRIED

G.2. Subdivision Application #2023-0-071 – Herget - SE1/4 27-7-20-W4M

- 230-2023 Councillor MOVED that the Country Residential subdivision of SE1/4 27-7-20-W4M (Certificate of Title No. 051 222 207 +1), to subdivide a ¼-section and create a 126.42-acre (51.16 ha) agricultural title and a 12.56-acre (5.08 ha) cut-off title, from an agricultural title comprised of

138.98 acres (56.24 ha) in size; BE APPROVED subject to the following:

CONDITIONS:

1. That, pursuant to Section 654(1)(d) of the Municipal Government Act, all outstanding property taxes shall be paid to Lethbridge County.
2. That, pursuant to Section 655(1)(b) of the Municipal Government Act, the applicant or owner or both enter into and comply with a Development Agreement with Lethbridge County which shall be registered concurrently with the final plan against the title(s) being created.
3. That the applicant submits a final subdivision plan as prepared by an Alberta Land Surveyor that certifies the exact location and dimensions of the parcel being subdivided.

CARRIED

**G.3. Subdivision Application #2023-0-054 – Penner
- Lot 1, Block 1, Plan 181 0343 & a ptn of NW1/4 21-11-20-W4M all within SW1/4 28 & NW1/4 21-11-20-W4M (Hamlet of Iron Springs)**

231-2023 Councillor Van Essen MOVED that the Residential & Commercial subdivision of Lot 1, Block 1, Plan 181 0343 & a portion of NW1/4 21- 11-20-W4M all within SW1/4 28 & NW1/4 21-11-20-W4M (Certificate of Title No. 191 022 237, 151 038 500, 071 233 438), to accommodate a land swap and reconfiguration of three adjacent hamlet titles, 5.71, 1.24 & 0.13-acres (2.31, 0.50 & 0.053 ha) in size, by subdividing and consolidating to create three adjusted titles 3.86, 0.64, & 2.57-acres (1.56, 1.04 & 0.26 ha) in size for various hamlet uses; BE APPROVED subject to the following:

CONDITIONS:

1. That, pursuant to Section 654(1)(d) of the Municipal Government Act, all outstanding property taxes shall be paid to Lethbridge County.
2. That, pursuant to Section 655(1)(b) of the Municipal Government Act, the applicant or owner or both enter into and comply with a Development Agreement with Lethbridge County which shall be registered concurrently with the final plan against the title(s) being created.
3. That the titles and portions of land to be subdivided and consolidated to realign/ reconfigure the three adjacent parcel titles be done by a plan prepared by a certified Alberta Land Surveyor in a manner such that the resulting titles cannot be further subdivided without approval of the Subdivision Authority.
4. That any easement(s) as required by utility companies, or the municipality shall be established.

CARRIED

H. CORRESPONDENCE

H.1. Lethbridge & District Exhibition - Whoop-Up Days Parade Pancake Breakfast
Council reviewed the request from Lethbridge & District Exhibition regarding hosting the Whoop-up Days Parade pancake breakfast.

H.2. Coaldale & District Agricultural Society
Council reviewed the request from the Coaldale & District Agricultural Society regarding setting up a meeting with County Council to gain insight into the Hub investment, and to discuss how the County and the Ag society may best work together to meet goals and mandates of both organizations over the next years.

H.3. Iron Springs Water Co-op

Council reviewed the request from the Iron Springs Water Co-op regarding setting up a meeting to discuss the billing guidelines for the Co-op.

H.4. County of Stettler No. 6 - Agricultural Disaster

Council reviewed the correspondence from the County of Stettler No. 6 wherein they have declared an Agricultural Disaster.

H.5. County of Paintearth No. 18 - Declaration of Agricultural Disaster

Council reviewed the correspondence from the County of Paintearth No. 18 wherein they have declared an Agricultural Disaster.

H.6. Village of Stirling - Settler Days Invitation - July 15, 2023

Council reviewed the invitation from the Village of Stirling regarding the Settler Days Parade on July 15, 2023.

H.7. Village of Barons Council Appointments

Council reviewed the correspondence from the Village of Barons regarding their new Council appointments.

I. NEW BUSINESS

I.1. Request to Rename Range Road 21-2 to "Recovery Road"

232-2023 Deputy Reeve Kuerbis MOVED to direct administration to bring a report and recommendations to a future meeting on the feasibility of renaming Range Road 21-2.

CARRIED

J. COUNTY COUNCIL AND COMMITTEE UPDATES

J.1. 2023 Bursary Award

233-2023 Councillor Hickey MOVED that County Council awards the 2023 Bursary in the amount of \$1,500 each to be presented at the County Council meeting on August 3rd, 2023 to the following recipients:

- 1) Abigail Giacchetta
- 2) Elayna Vucurevich
- 3) Emma Reurink

CARRIED

K. ADJOURN

234-2023 Councillor Sayers MOVED that the Lethbridge County Council Meeting adjourn at 11:02 a.m.

CARRIED

Reeve

CAO

AGENDA ITEM REPORT



Title: Subdivision Application #2023-0-075 – Bezooyen
- NE1/4 23-08-19-W4M

Meeting: Council Meeting - 03 Aug 2023

Department: ORRSC

Report Author: Steve Harty

APPROVAL(S):

Hilary Janzen, Supervisor of Planning & Development	Approved - 19 Jul 2023
Larry Randle, Director of Community Services	Approved - 19 Jul 2023
Cole Beck, Chief Administrative Officer	Approved - 19 Jul 2023

STRATEGIC ALIGNMENT:

 Governance	 Relationships	 Region	 Prosperity
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EXECUTIVE SUMMARY:

The purpose of this application is to split a title of 18.6 acres into two titles, being 7.2 and 11.4 acres respectively in size, for country residential use. The proposal meets the subdivision criteria of the Land Use Bylaw.

RECOMMENDATION:

That S.D. Application #2023-0-075 be approved subject to the conditions as outlined in the draft resolution.

REASON(S) FOR RECOMMENDATION(S):

The proposed subdivision meets the provincial Subdivision and Development Regulations, country residential land use strategy, and the municipal resubdivision policies as stated in the Land Use Bylaw.

PREVIOUS COUNCIL DIRECTION / POLICY:

- This proposal meets the criteria of LUB No. 1404 in regard to the subdivision of existing small title less than 20.0 acres in size. Both the 7.2 and 11.4 acre lots meet the subdivision criteria required minimum 2.0 acre parcel size.
- The applicant previously applied in 2012 for the same proposal that was approved by the County Subdivision Authority, but it was never completed or finalized.
- The subdivision aligns with County’s land use strategy to subdivide existing areas of poor-quality agricultural land rather than prime agricultural land, with minimum servicing needs and where utilities are available (e.g., gas, electrical).

BACKGROUND INFORMATION:

Located 2-½-mile southeast of the Town of Coaldale, on the south-side of Highway 512. The proposal is to create an additional title from a parcel containing less than 20.0 acres.

The applicant wants to resurrect a 2012 subdivision proposal that was approved but never finalized. The proposed smaller west parcel (7.2-acres) contains an existing yard with a dwelling and other improvements, while the proposed east parcel (11.4- acres) is vacant. At one time there were hog barns located on the east portion (proposed 11.4-acre portion), but they have all been removed. The applicant will need to provide confirmation from the NRCB that the facility has been decommissioned and that there is no longer an active permit. The application also involves a slight realignment of the existing property boundaries as it will capture and include the trees on the west side. This involves shifting the west property line approximately 7.6 m to the west. The new south property line will correspondingly be reduced approximately 7.6 m in its width, so that the resulting combined parcel area will be no larger than what the present title contains. The yard is serviced by the rural water co-op and a private on-site septic field system situated south and east of the dwelling and the vacant east lot is proposed to be serviced in the same manner. Access to the lot is presently granted from the north, off of Highway 512. Alberta Transportation has requested a 20 m wide service road be dedicated across the parcel frontage, registered by caveat. There are no known abandoned wells or confined feeding operations (CFO) located in proximity to this proposal.

Overall, the proposal meets the criteria of the County’s Land Use Bylaw No. 1404 for the subdivision of a resplit of an existing title that contains 20-acres or less of farmable land. The application was circulated to the required external agencies. Alberta Transportation has no concerns if the service road is provided, and no utility easements are requested (at time of agenda report).

ALTERNATIVES / PROS / CONS:

The Subdivision Authority could decide to not approve if it is not satisfied with the creation of an additional title in this area.

Pros:

- there are no advantages to denying the subdivision as the County’s bylaws are met

Cons:

- the County will not receive the MR payment and a refusal would likely be appealed by the applicants to the LPRT

FINANCIAL IMPACT:

The County will benefit from a municipal reserve payment of approximately \$40,920.00 that is applicable to be paid on the 18.6-acres (at \$22,000 per acre valuation.) Additionally, the future tax situation may increase with opportunity for development with a new residence and yard.

LEVEL OF PUBLIC PARTICIPATION:

- Inform Consult Involve Collaborate Empower

ATTACHMENTS:

[5A Lethbridge County 2023-0-075 APPROVAL Diagrams 2023-0-075](#)

RESOLUTION

2023-0-075

Lethbridge County **Country Residential** subdivision of NE1/4 32-8-19-W4M

THAT the Country Residential subdivision of NE1/4 32-8-19-W4M (Certificate of Title No. 981 352 688, 181 095 749), to split a title of 18.6 acres (7.5 ha) into two titles, being 7.2 and 11.4 acres (2.93 and 4.61 ha) respectively in size, for country residential use; BE APPROVED subject to the following:

RESERVE: The 10% reserve requirement, pursuant to Sections 666 and 667 of the Municipal Government Act, be provided as money in place of land on the 18.6 acres at the market value of \$22,000.00 per acre with the actual acreage and amount to be paid to Lethbridge County be determined at the final stage, for Municipal Reserve Purposes.

CONDITIONS:

1. That, pursuant to Section 654(1)(d) of the Municipal Government Act, all outstanding property taxes shall be paid to Lethbridge County.
2. That, pursuant to Section 655(1)(b) of the Municipal Government Act, the applicant or owner or both enter into a Development Agreement with Lethbridge County which shall be registered concurrently with the final plan against the title(s) being created.
3. That the portions of land exchanged between the two parcels and the resulting titles be registered by plan by an Alberta Land Surveyor so that the resulting title(s) cannot be further subdivided without approval of the Subdivision Authority.
4. That the applicant relinquish to the NRCB any existing CFO permit or rights for the previous hog operation with a letter to be provided to the Subdivision Authority from the NRCB confirming such.
5. That any conditions of Alberta Transportation shall be established prior to finalization of the application, including the provision by caveat of a 20m wide service road right-of-way perpendicular to and across the highway frontage of both proposed Lots 1 & 2.

REASONS:

1. The proposed subdivision is consistent with the South Saskatchewan Regional Plan and complies with both the Municipal Development Plan and Land Use Bylaw.
2. The Subdivision Authority is satisfied that the proposed subdivision conforms to the applicable policies and is suitable for the purpose for which the subdivision is intended pursuant to Section 7 of the Subdivision and Development Regulation.
3. The Subdivision Approval Authority of Lethbridge County has determined the proposed subdivision complies with the bylaw definition of poor quality of land, being 20 acres or less in size and is therefore eligible for resubdivision.
4. With the decommissioning of the CFO operation, the proposed subdivision complies with both the Municipal Development Plan and Land Use Bylaw.

INFORMATIVE:

- (a) That a legal description for the proposed parcel be approved by the Surveys Branch, Land Titles Office, Calgary.

- (b) The applicant/owner is advised that other municipal, provincial or federal government or agency approvals may be required as they relate to the subdivision and the applicant/owner is responsible for verifying and obtaining any other approval, permit, authorization, consent or license that may be required to subdivide, develop and/or service the affected land (this may include but is not limited to Alberta Environment, Alberta Transportation, Alberta Sustainable Resource Development, and the Department of Fisheries and Oceans.)
- (c) Telus Communications Inc has no objection.
- (d) Thank you for contacting FortisAlberta regarding the above application for subdivision. We have reviewed the plan and determined that no easement is required by FortisAlberta. FortisAlberta is the Distribution Wire Service Provider for this area. The developer can arrange installation of electrical services for this subdivision through FortisAlberta. Please have the developer contact 310-WIRE (310-9473) to make application for electrical services. Please contact FortisAlberta land services at landserv@fortisalberta.com or by calling (403) 514-4783 for any questions.

- (e) In reference to the above request, please be advised of ATCO Gas' response and notify the landowner of the following:

ATCO Gas has no objection

ATCO Gas' existing and future lines are protected by an existing Utility Right of Way

ATCO Gas would also like to make the MD/County and Landowner/Developer aware of the following:

- If conducting any ground disturbance on the subject property, the landowner/developer must ensure the location of all utilities by contacting Utility Safety Partners at 1-800-242-3447 or <https://utilityafety.ca/>
- For any ground disturbance within 30m of an existing gas line please contact Crossings@atcogas.com to obtain permission (submit locate slip as back up)
- ATCO Gas requires a minimum of 6 months' notice to design and construct a new gas line, or alter an existing gas line. New Service installations, pipeline alterations, and Main extensions will be performed at the landowner/developers expense.
- If the landowner requires a single gas service please visit <https://gas.atco.com/en-ca/products-services-rates/new-services-changes/new-natural-gas-line.html>

Any further questions please email southlandadmin@atco.com.

- (f) ATCO Transmission high pressure pipelines has no objections. Questions or concerns related to ATCO high pressure pipelines can be forwarded to hp.circulations@atco.com.
- (g) SMRID – Linda Park, Land Administrator:

"I am writing in response to the subdivision application submitted on June 20th, 2023. I would like to inform you that the district has implemented a policy regarding the formation of a Water Co-Op if there is more than one subdivided parcel on a quarter section and if they plan to utilize water supplied by the district.

In the case of the applicant's parcel, which contains 18.6 acres, there is currently a Water Conveyance Agreement- Agricultural in place for 8.5-acre feet. It may be possible that this agreement can be converted to a Water Conveyance Agreement – Municipal upon district approval. The co-op would be charged an annual rate of \$75.00 per acre foot or a minimum charge of \$750.00 plus GST, whichever is greater. However, it is important to note that the district requires the installation of a water meter at the point of delivery.

It appears that there is an existing domestic turnout located on the 18.6-acre parcel. However, if additional works are required to supply water to the additional parcel(s), all associated works and easements required to provide water to these parcel(s) will be at the landowner's expense.

Please be advised that any outstanding charges or compliance issues with the district must be resolved prior to approval by the district. In consideration of your subdivision, a fee of 250.00 plus GST is due prior to the approval of the Consent."

(h) Alberta Transportation – Leah Olsen, Development/Planning Technologist:

“This will acknowledge receipt of your circulation regarding the above noted proposal. The subdivision application would be subject to the requirements of Sections 18 and 19 of the Matters Related to Subdivision and Development Regulation (The Regulation), due to the proximity of Highway(s) 512

Transportation and Economic Corridors offers the following comments with respect to this application:

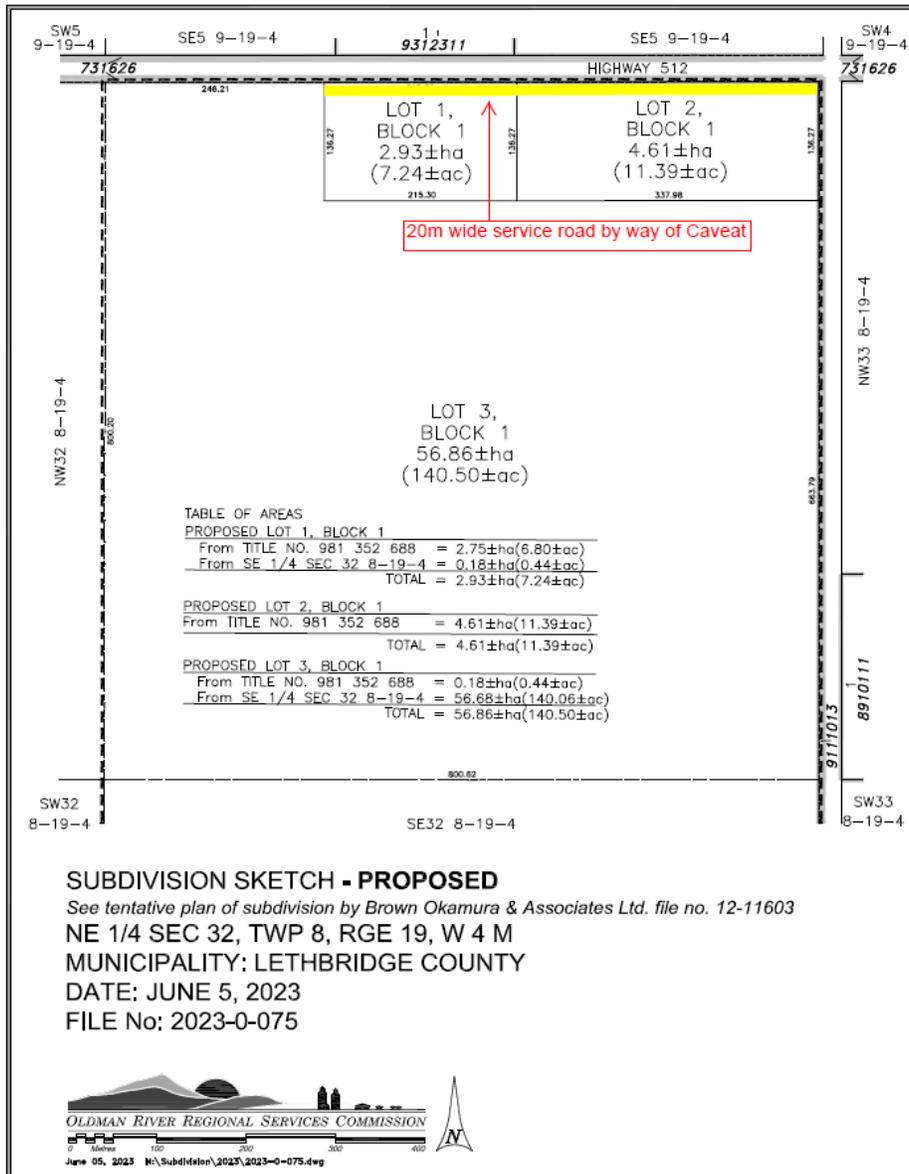
The requirements of Section 18 of the Regulation are not met. The department anticipates minimal impact on the highway from this proposal. Pursuant to Section 20(1) of the Regulation, Transportation and Economic Corridors grants approval for the subdivision authority to vary the requirements of Section 18 of the Regulation.

The requirements of Section 19 of the Regulation are not met. To ensure future access management requirements are met a service road is required. Pursuant to Section 20(1) of the Regulation, Transportation and Economic Corridors does not grant approval for the subdivision authority to vary the requirements of Section 19 of the Regulation, Transportation and Economic Corridors will accept service road dedication as described below:

Transportation and Economic Corridors has the following additional comments and/or requirements with respect to this proposal:

1. The department expects that the municipality will mitigate the impacts of traffic generated by developments approved on the local road connections to the highway system, pursuant to Policy 7 of the Provincial Land Use Policies and Section 618.4 of the Municipal Government Act
2. To satisfy Section 19 of the Subdivision and Development Regulation (and in lieu of pre-subdivision planning outlined in Section 14(d) and 14(e) of the Regulation), dedication of a 20 metre service road right of way by caveat is required along the highway frontage as shown on the attached plan, and shall be added as a condition of subdivision approval. Details on preparing and registering the service road agreement and caveat can be found on Alberta Transportation's website, at <https://www.alberta.ca/service-road-agreement-andcaveat.aspx>
3. The existing access may remain on a temporary basis. All direct highway accesses are to be considered temporary. No compensation shall be payable to the landowner, or their assigns or successors when Alberta Transportation removes or relocates the access or if highway access is removed and access provided via a municipal road or service road.
4. Transportation and Economic Corridors accepts no responsibility for the noise impacts or other impacts of highway traffic upon any development or occupants thereof. The subdivision design should include adequate physical features to ensure that the proposed use of land is compatible with the adjacent provincial highway system. Some of these features might, for example, include landscaping and/or berming, to provide noise attenuation and visual screening from the highway. Implementation of these features is the responsibility of the owner/municipality.
5. The subject land is within the permit area of a highway as outlined in the Highways Development and Protection Regulation. Proposed development on the subject will require the benefit of a Roadside Development Permit from Alberta Transportation.

Please contact Transportation and Economic Corridors through the [RPATH Portal](#) if you have any questions, or require additional information.”

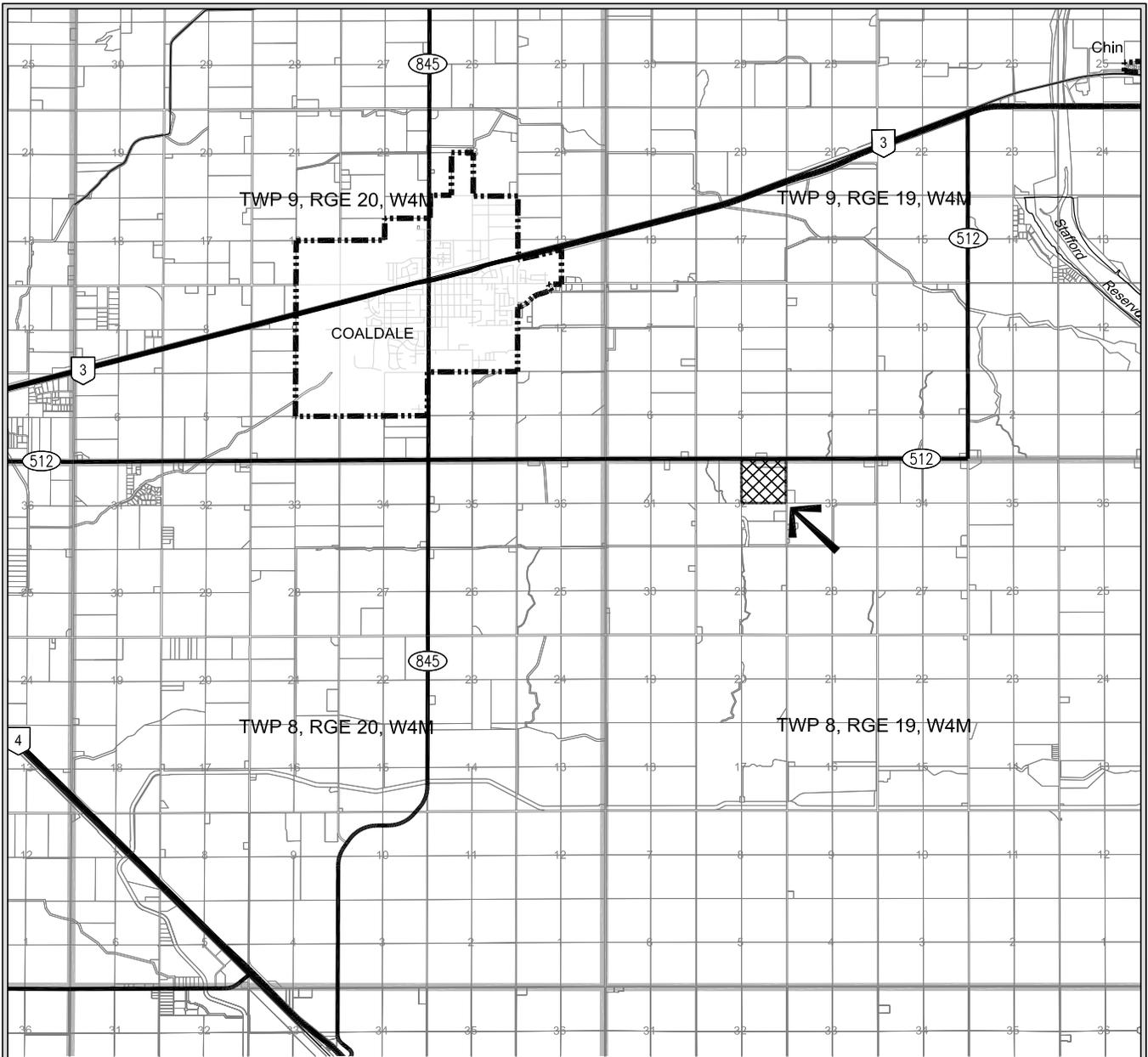


MOVER

REEVE

DATE

2012-0-217
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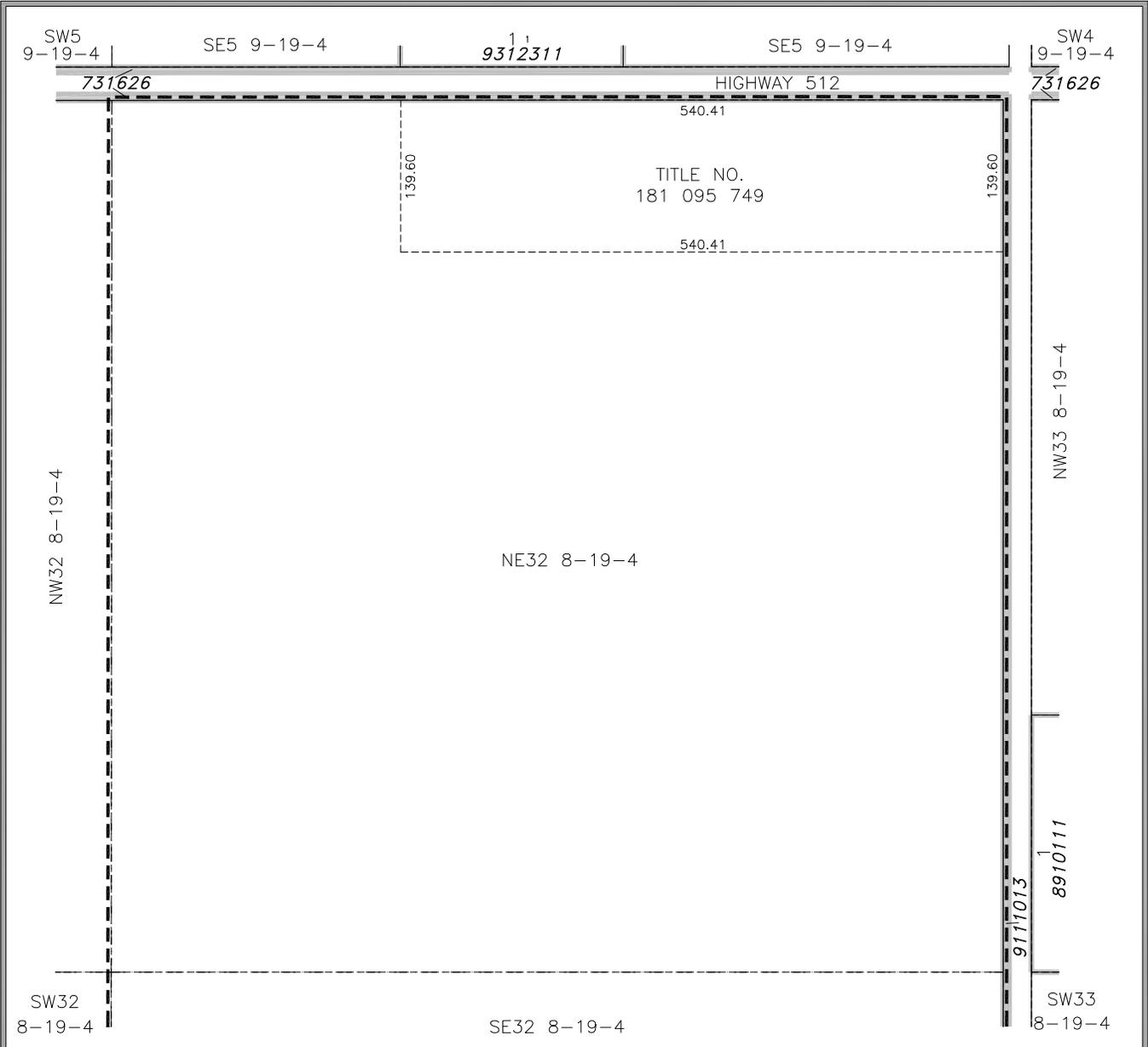
SUBDIVISION LOCATION SKETCH
NE 1/4 SEC 32, TWP 8, RGE 19, W 4 M
MUNICIPALITY: LETHBRIDGE COUNTY
DATE: JUNE 5, 2023
FILE No: 2023-0-075

MAP PREPARED BY:
 OLDMAN RIVER REGIONAL SERVICES COMMISSION
 3102 16th AVENUE NORTH, LETHBRIDGE, AB T1M 1S6
 NOT RESPONSIBLE FOR ERRORS OR OMISSIONS



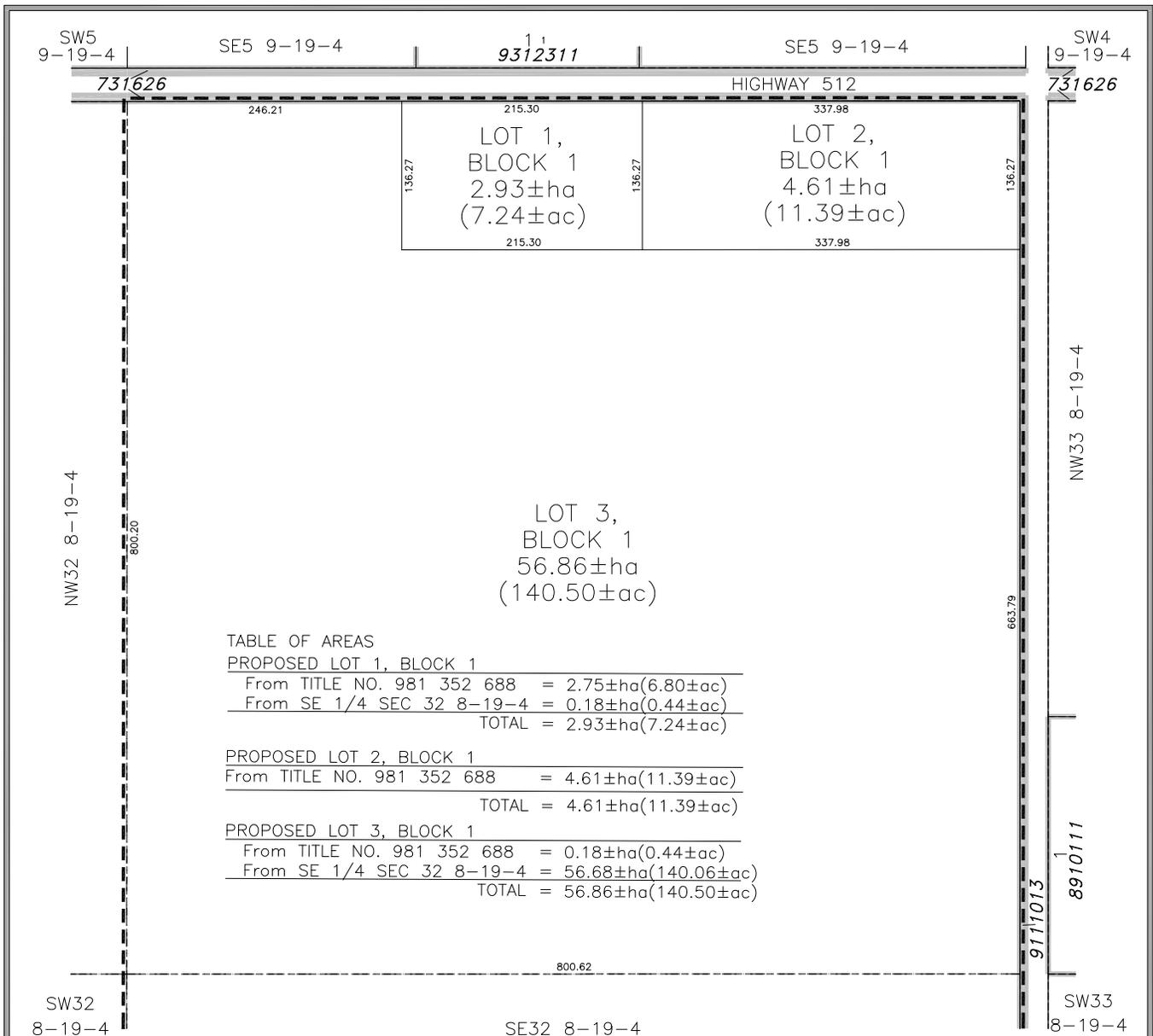
June 05, 2023 N:\Subdivision\2023\2023-0-075.dwg





SUBDIVISION SKETCH - EXISTING
 NE 1/4 SEC 32, TWP 8, RGE 19, W 4 M
 MUNICIPALITY: LETHBRIDGE COUNTY
 DATE: JUNE 5, 2023
 FILE No: 2023-0-075





SUBDIVISION SKETCH - PROPOSED

See tentative plan of subdivision by Brown Okamura & Associates Ltd. file no. 12-11603

NE 1/4 SEC 32, TWP 8, RGE 19, W 4 M
MUNICIPALITY: LETHBRIDGE COUNTY

DATE: JUNE 5, 2023

FILE No: 2023-0-075



June 05, 2023 N:\Subdivision\2023\2023-0-075.dwg



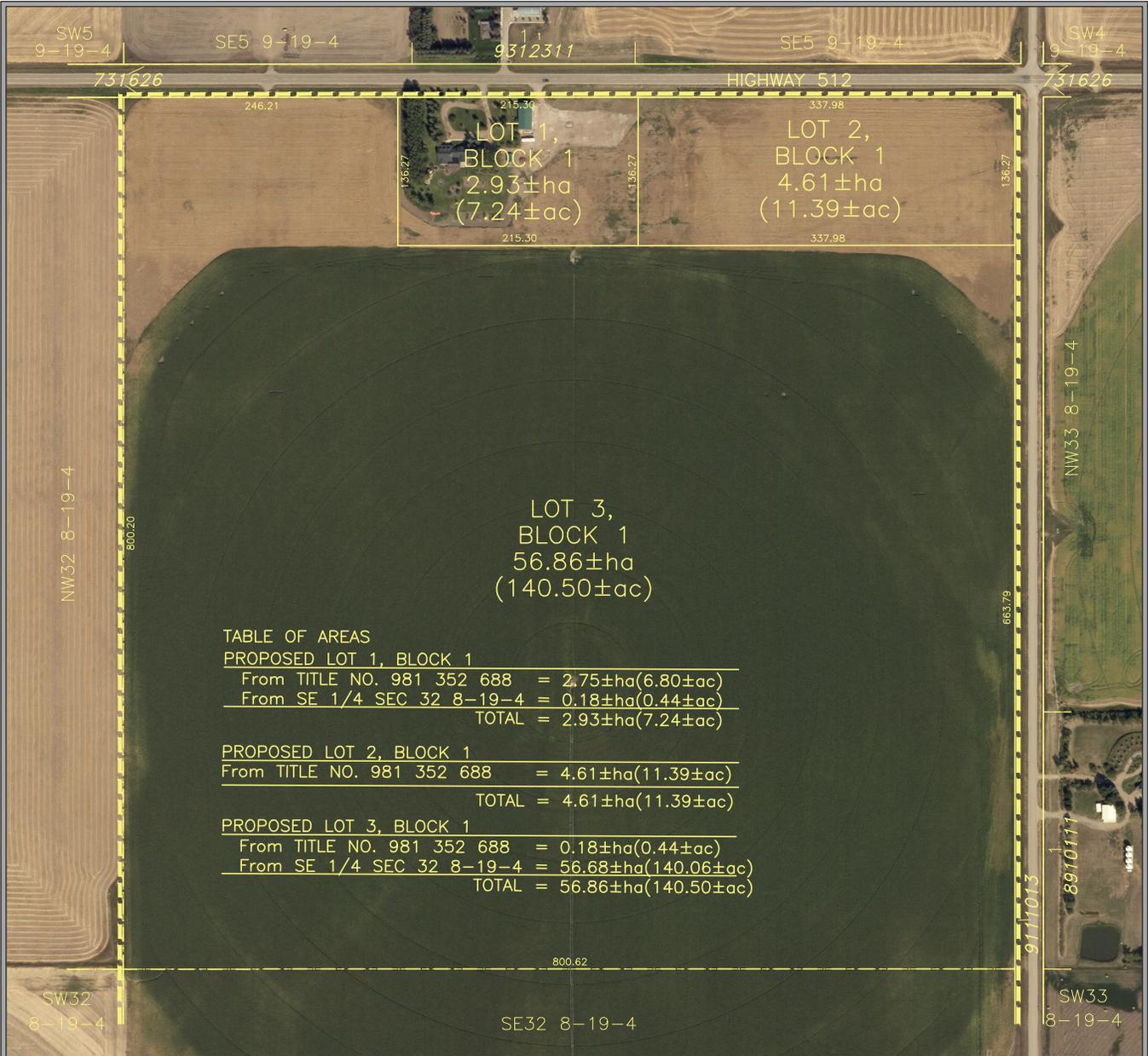


TABLE OF AREAS

PROPOSED LOT 1, BLOCK 1

From TITLE NO. 981 352 688	= 2.75±ha(6.80±ac)
From SE 1/4 SEC 32 8-19-4	= 0.18±ha(0.44±ac)
TOTAL	= 2.93±ha(7.24±ac)

PROPOSED LOT 2, BLOCK 1

From TITLE NO. 981 352 688	= 4.61±ha(11.39±ac)
TOTAL	= 4.61±ha(11.39±ac)

PROPOSED LOT 3, BLOCK 1

From TITLE NO. 981 352 688	= 0.18±ha(0.44±ac)
From SE 1/4 SEC 32 8-19-4	= 56.68±ha(140.06±ac)
TOTAL	= 56.86±ha(140.50±ac)

SUBDIVISION SKETCH - PROPOSED

See tentative plan of subdivision by Brown Okamura & Associates Ltd. file no. 12-11603
 NE 1/4 SEC 32, TWP 8, RGE 19, W 4 M
 MUNICIPALITY: LETHBRIDGE COUNTY
 DATE: JUNE 5, 2023
 FILE No: 2023-0-075



AERIAL PHOTO DATE: 2018

AGENDA ITEM REPORT



Title: Subdivision Application #2023-0-083 – Androkovich
- NW1/4 30-08-20-W4M
Meeting: Council Meeting - 03 Aug 2023
Department: ORRSC
Report Author: Steve Harty

APPROVAL(S):

Hilary Janzen, Supervisor of Planning & Development	Approved - 19 Jul 2023
Larry Randle, Director of Community Services	Approved - 19 Jul 2023
Cole Beck, Chief Administrative Officer	Approved - 19 Jul 2023

STRATEGIC ALIGNMENT:

 Governance	 Relationships	 Region	 Prosperity
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EXECUTIVE SUMMARY:

The application is to subdivide 5.74-acre first parcel out subdivision from a title of 158.86-acres for country residential use. The proposal does meet the subdivision criteria of the Land Use Bylaw.

RECOMMENDATION:

That S.D. Application #2023-0-083 be approved subject to the conditions as outlined in the draft resolution.

REASON(S) FOR RECOMMENDATION(S):

The proposed subdivision is the first subdivision from the 1/4-section and meets the provincial Subdivision and Development Regulations and the municipal subdivision policies as stated in the Land Use Bylaw.

PREVIOUS COUNCIL DIRECTION / POLICY:

- The isolated single-parcel subdivision policies are within LUB No. 1404 that allow one subdivision per 1/4-section, which the proposed first parcel-out subdivision complies with.
- The bylaw criteria stipulate a minimum 2.0-acre to maximum 10.0-acre parcel size to capture existing improvements (thus the proposed 5.74-acres complies).
- All private servicing requirements are in place, including water from the rural co-op, septic field, public road access, and private utilities.

BACKGROUND INFORMATION:

Located 2-miles east of the City of Lethbridge, 1-mile south of Highway 512 on Broxburn Rd. The proposal is to separate the proposed acreage from the remainder of the farmyard and agricultural operations.

The purpose is to subdivide just a portion of the established farmyard area, containing a dwelling, multiple sheds, and a dugout, as the ¼-section contains a very large and spread-out farm area on the west side with multiple improvements. Other agricultural buildings, animal shelters, shacks, grain bins and a second residence will remain on the agricultural title for the remainder of the ¼-section. The farmyard is sited outside the radius of an irrigation pivot system operating on the agricultural land. Access is provided from the west municipal road allowance (Broxburn Rd) with an existing approach on the northside to access the yard.

There are no abandoned gas wells and no confined feeding operations in proximity where an MDS would be compromised. The animal shelters in the yard itself were associated with seasonal cow-calf operation and not a confined feeding operation. There are no identified environmental or historical features that require consideration.

Overall, the proposal is the first parcel out subdivision from the ¼-section and meets the criteria of Land Use Bylaw No. 1404. The resulting residual agricultural parcel size meets and exceeds the minimum required. The application was circulated to the required external agencies and no easements or concerns were expressed regarding the application.

ALTERNATIVES / PROS / CONS:

The Subdivision Authority could decide to not approve the subdivision if it determines it is not suitable and the title would remain as is.

Pros:

- are no advantages to denying the subdivision as it meets the subdivision criteria of the County

Cons:

- the decision would likely be appealed as the County's criteria have been met

FINANCIAL IMPACT:

None, and the existing tax situation will remain as is.

LEVEL OF PUBLIC PARTICIPATION:

Inform Consult Involve Collaborate Empower

ATTACHMENTS:

[5A Lethbridge County 2023-0-083](#)
[Diagrams 2023-0-083](#)

RESOLUTION

2023-0-083

Lethbridge County **Country Residential** subdivision of NW1/4 30-8-20-W4M

THAT the Country Residential subdivision of NW1/4 30-8-20-W4M (Certificate of Title No. 151 026 928), to subdivide a 5.74-acre (2.32 ha) first parcel out subdivision from a title of 158.86 acres (64.29 ha) for country residential use; BE APPROVED subject to the following:

CONDITIONS:

1. That, pursuant to Section 654(1)(d) of the Municipal Government Act, all outstanding property taxes shall be paid to Lethbridge County.
2. That, pursuant to Section 655(1)(b) of the Municipal Government Act, the applicant or owner or both enter into and comply with a Development Agreement with Lethbridge County which shall be registered concurrently with the final plan against the title(s) being created.
3. That the applicant provides a final Plan of Surveyor to illustrate the exact dimensions and parcel size of the proposed parcel as approved.
4. That any easement(s) as required by utility companies, or the municipality shall be established.

REASONS:

1. The proposed subdivision is consistent with the South Saskatchewan Regional Plan and complies with both the Municipal Development Plan and Land Use Bylaw.
2. The Subdivision Authority is satisfied that the proposed first parcel out subdivision is suitable for the purpose for which the subdivision is intended pursuant to Section 9 of the Matters Related to Subdivision and Development Regulation.
3. The Subdivision Authority has determined the application is for a first parcel out subdivision and the proposed 5.74-acre parcel size conforms to the County's subdivision policies.

INFORMATIVE:

- (a) Since the proposed subdivision complies with Section 663(a) of the Municipal Government Act, Reserve is not required.
- (b) That a legal description for the proposed parcel be approved by the Surveys Branch, Land Titles Office, Calgary.
- (c) The applicant/owner is advised that other municipal, provincial or federal government or agency approvals may be required as they relate to the subdivision and the applicant/owner is responsible for verifying and obtaining any other approval, permit, authorization, consent or license that may be required to subdivide, develop and/or service the affected land (this may include but is not limited to Alberta Environment and Protected Areas, Alberta Transportation, and the Department of Fisheries and Oceans.)
- (d) Telus Communications Inc has no objection.
- (e) Thank you for contacting FortisAlberta regarding the above application for subdivision. We have reviewed the plan and determined that no easement is required by FortisAlberta.

FortisAlberta is the Distribution Wire Service Provider for this area. The developer can arrange installation of electrical services for this subdivision through FortisAlberta. Please have the developer contact 310-WIRE (310-9473) to make application for electrical services. Please contact FortisAlberta land services at landserv@fortisalberta.com or by calling (403) 514-4783 for any questions.

2023-0-083
Page 1 of 3

(f) In reference to the above request, please be advised of ATCO Gas' response and notify the landowner of the following:

- ATCO Gas has no objection
- ATCO Gas' existing and future lines are protected by an existing Utility Right of Way

ATCO Gas would also like to make the MD/County and Landowner/Developer aware of the following:

- If conducting any ground disturbance on the subject property, the landowner/developer must ensure the location of all utilities by contacting Utility Safety Partners at 1-800-242-3447 or <https://utilityafety.ca/>
- For any ground disturbance within 30m of an existing gas line please contact Crossings@atcogas.com to obtain permission (submit locate slip as back up)
- ATCO Gas requires a minimum of 6 months' notice to design and construct a new gas line, or alter an existing gas line. New Service installations, pipeline alterations, and Main extensions will be performed at the landowner/developers expense.
- If the landowner requires a single gas service please visit <https://gas.atco.com/en-ca/products-services-rates/new-services-changes/new-natural-gas-line.html>

Any further questions please email southlandadmin@atco.com.

(g) SMRID – Linda Park, Land Administrator:

"I am writing in response to your subdivision application submitted on June 27th, 2023. I would like to provide you with the following comments and requirements in respect to your application:

1. The proposed subdivision will be classified as "dry".
2. If the subdivided parcel wishes to use non-potable water provided by the District for their trees, yard etc., the landowner must enter into a Household Purposes Agreement with the District.
3. If the turnout is located on the irrigated piece, the landowner must enter into a Remote Delivery Agreement with the District and have an easement registered on title in order to guarantee supply of water to the subdivided parcel. All works and easements involved to provide water to the subdivided parcel will be at the landowner's cost.
4. A Service Fee of \$250.00 plus GST will apply prior to return of the Consent to Register."

(h) Alberta Transportation – Evan Neilsen, Development/Planning Technologist:

"This will acknowledge receipt of your circulation regarding the above noted proposal. The subsequent subdivision application would be subject to the requirements of Sections 18 and 19 of the Matters Related to Subdivision and Development Regulation (The Regulation), due to the proximity of Highway(s) 4X

Transportation and Economic Corridors offers the following comments with respect to this application:

The requirements of Section 18 of the Regulation are met. The department anticipates minimal impact on the highway from this proposal. Pursuant to Section 20(1) of the Regulation, Transportation and Economic Corridors does not grant approval for the subdivision authority to vary the requirements of Section 18 of the Regulation.

The requirements of Section 19 of the Regulation are met. There is no direct access to the highway and there is sufficient local road access to the subdivision and adjacent lands. Pursuant to Section 20(1) of the Regulation, Transportation and Economic Corridors does not grant approval for the subdivision authority to vary the requirements of Section 19 of the Regulation.

Transportation and Economic Corridors has the following additional comments and/or requirements with respect to this proposal:

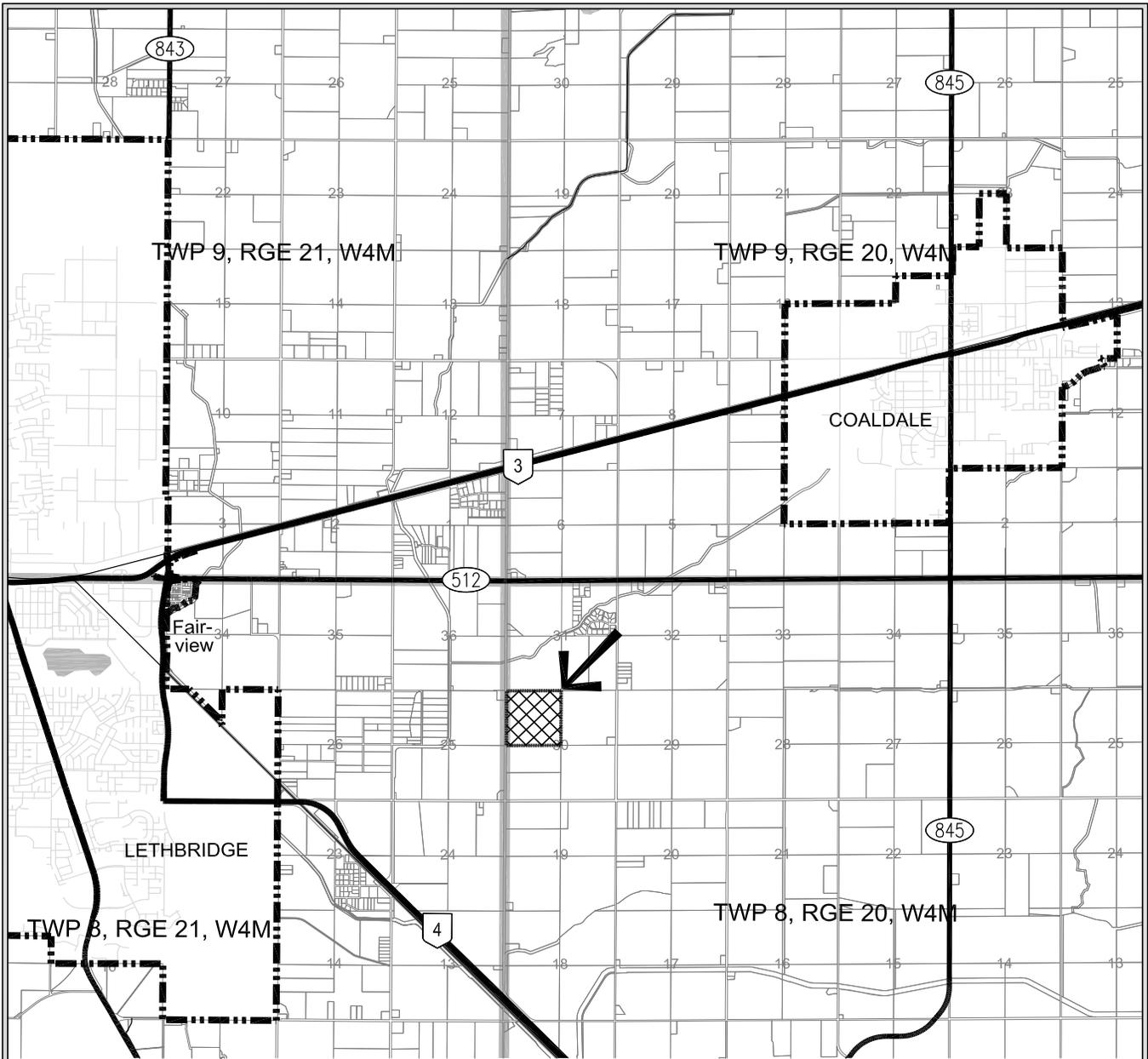
1. The department expects that the municipality will mitigate the impacts of traffic generated by developments approved on the local road connections to the highway system, pursuant to Policy 7 of the Provincial Land Use Policies and Section 618.4 of the Municipal Government Act
2. Further, should the approval authority receive any appeals in regard to this application and as per Section 678(2.1) of the Municipal Government Act and Section 7(6)(d) of the regulation, Alberta Transportation agrees to waive the referral distance for this particular subdivision application. As far as Alberta Transportation is concerned, an appeal of this subdivision application may be heard by the local Subdivision and Development Appeal Board provided that no other provincial agency is involved in the application.

Please contact Transportation and Economic Corridors through the [RPATH Portal](#) if you have any questions, or require additional information.”

MOVER

REEVE

DATE



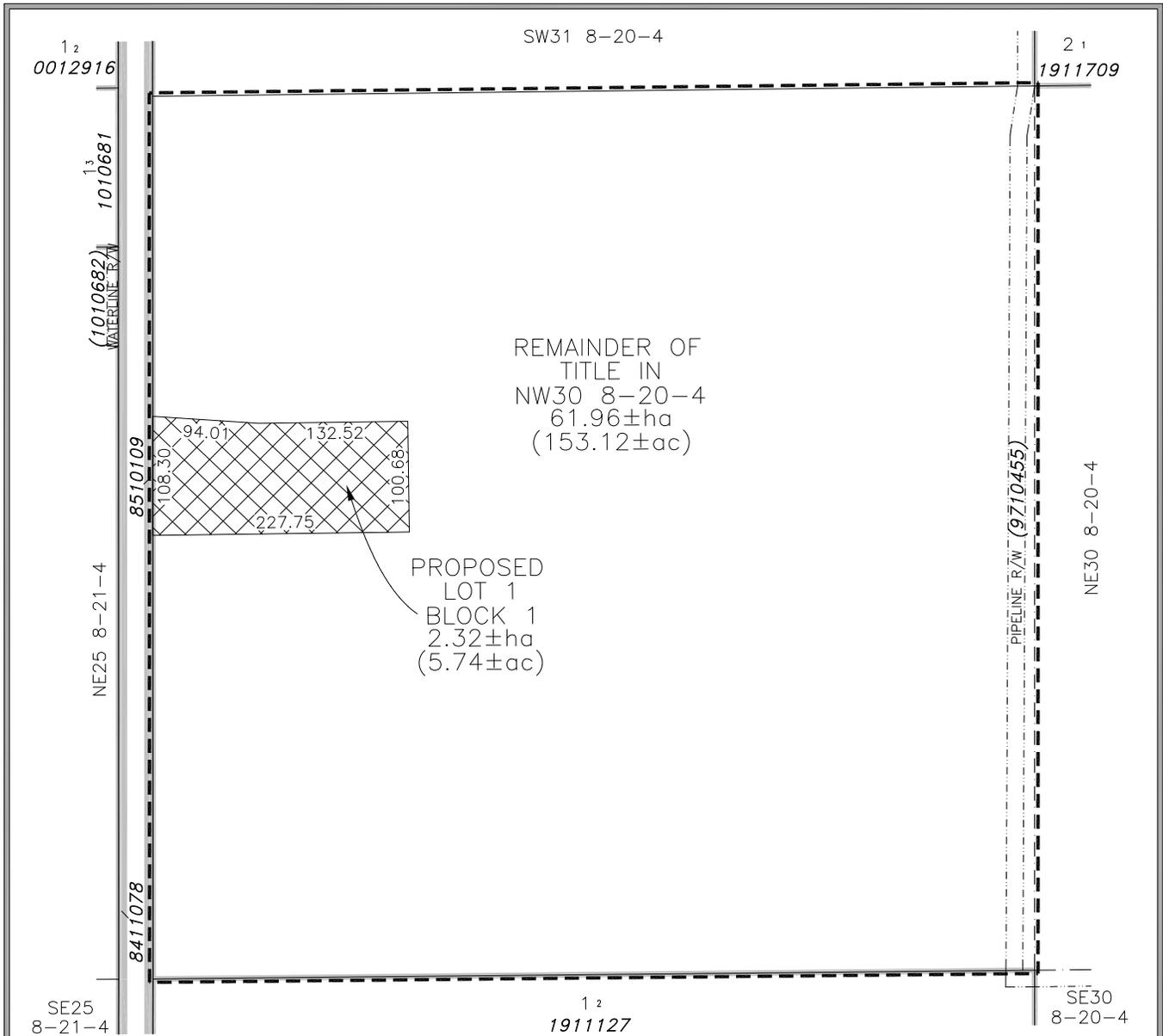
SUBDIVISION LOCATION SKETCH
 NW 1/4 SEC 30, TWP 8, RGE 20, W 4 M
 MUNICIPALITY: LETHBRIDGE COUNTY
 DATE: JUNE 15, 2023
 FILE No: 2023-0-083

MAP PREPARED BY:
 OLDMAN RIVER REGIONAL SERVICES COMMISSION
 3102 16th AVENUE NORTH, LETHBRIDGE, AB T1M 3E6
 NOT RESPONSIBLE FOR ERRORS OR OMISSIONS



June 15, 2023 N:\Subdivision\2023\2023-0-083.dwg





SUBDIVISION SKETCH

See tentative plan of subdivision by Brown Okamura & Associates Ltd. file no. 23-16004T

NW 1/4 SEC 30, TWP 8, RGE 20, W 4 M

MUNICIPALITY: LETHBRIDGE COUNTY

DATE: JUNE 15, 2023

FILE No: 2023-0-083



OLDMAN RIVER REGIONAL SERVICES COMMISSION



June 15, 2023 N:\Subdivision\2023\2023-0-083.dwg





SUBDIVISION SKETCH

See tentative plan of subdivision by Brown Okamura & Associates Ltd. file no. 23-16004T

NW 1/4 SEC 30, TWP 8, RGE 20, W 4 M

MUNICIPALITY: LETHBRIDGE COUNTY

DATE: JUNE 15, 2023

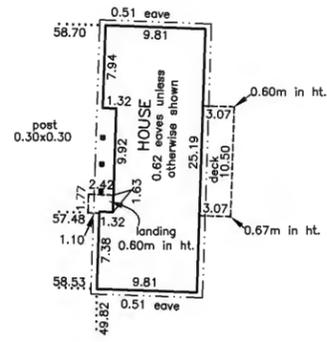
FILE No: 2023-0-083



June 15, 2023 N:\Subdivision\2023\2023-0-083.dwg



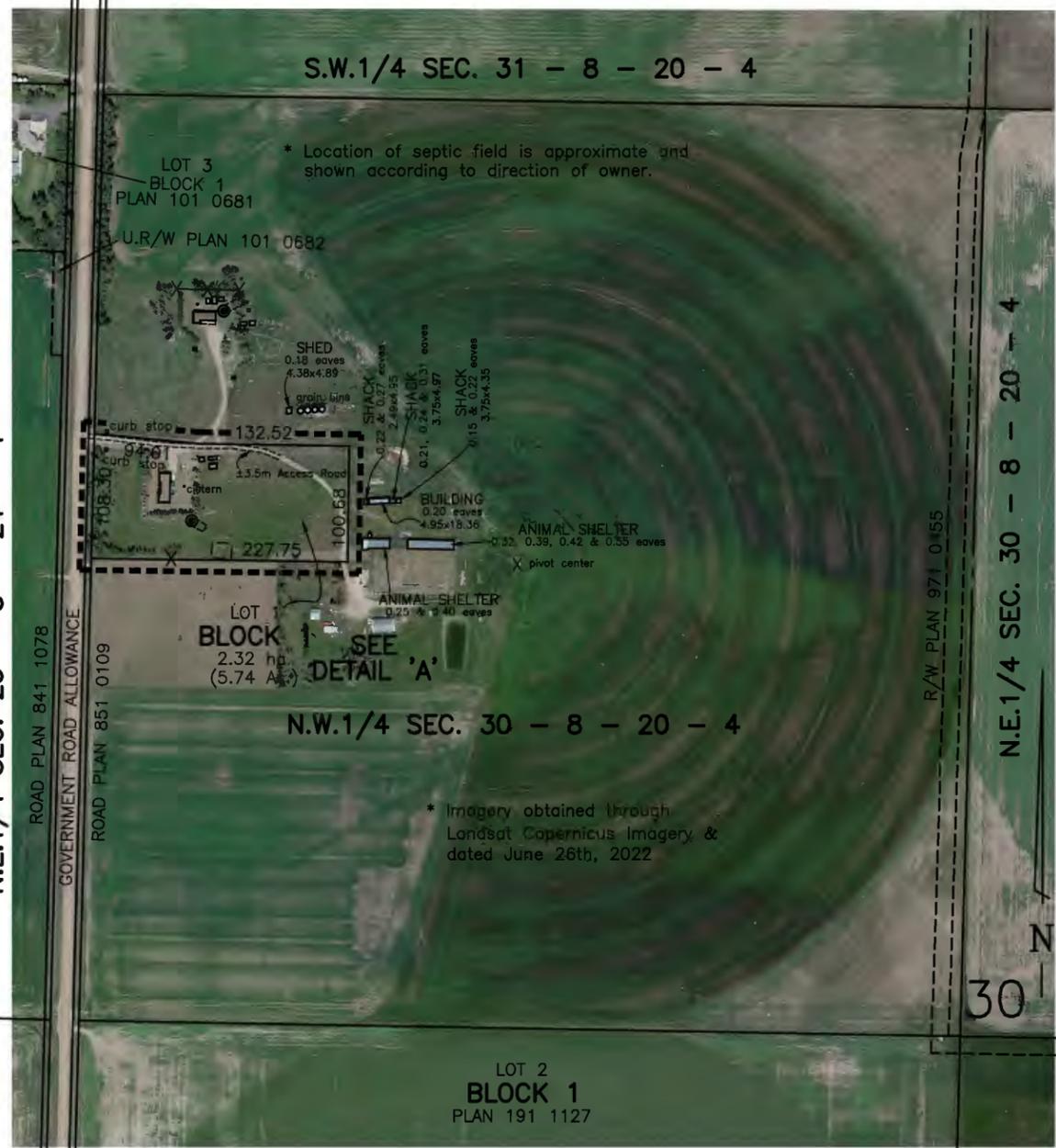
AERIAL PHOTO DATE: 2018



DETAIL 'B'
NOT TO SCALE



DETAIL 'A'
SCALE: 1:1500



2	Revised lot boundaries	June 15/23	cjb
1	Revised lot boundaries	May 29/23	cjb
NO.	REVISION	DATE	BY

Improvements shown were surveyed on April 27th, 2023 & MAY 19th, 2023
 NOTE : Portion to be approved is outlined thus **-----**
 and contains approximately 3.20 ha.
 Distances are in metres and decimal parts thereof.

Fence lines are shown thus **-----X-----X-----**
 Distances and areas are approximate and are
 subject to change upon final survey.

LES ANDROKOVICH

TENTATIVE PLAN SHOWING SUBDIVISION
 of part of
 N.W.1/4 SEC. 30; TWP. 8; RGE. 20; W.4 M.

LETHBRIDGE COUNTY



brown okamura & associates ltd.
 Professional Surveyors
 2830 - 12th Avenue North, Lethbridge, Alberta

APPROVED	DRAWN	CJB	DATE	MAY 9/23
	CHECKED	ZJP	JOB	23-16004
	SCALE		DRAWING	23-16004T
Z. J. Prosper A.L.S.		1:5000		

AGENDA ITEM REPORT



Title: Subdivision Application #2023-0-085 – Van Hierden
- Block Z, Plan 6150Y within SW1/4 07-10-23-W4M (Hamlet of Monarch)

Meeting: Council Meeting - 03 Aug 2023

Department: ORRSC

Report Author: Steve Harty

APPROVAL(S):

Hilary Janzen, Supervisor of Planning & Development	Approved - 19 Jul 2023
Larry Randle, Director of Community Services	Approved - 19 Jul 2023
Cole Beck, Chief Administrative Officer	Approved - 19 Jul 2023

STRATEGIC ALIGNMENT:

 Governance	 Relationships	 Region	 Prosperity
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EXECUTIVE SUMMARY:

The application is to subdivide 0.07-acres from a title comprised of 0.65-acres, for private utility use. The proposal does not meet all the subdivision criteria of the Land Use Bylaw as it requires a waiver.

RECOMMENDATION:

That S.D. Application #2023-0-085 be approved subject to a parcel size waiver being granted and the conditions as outlined in the draft resolution

REASON(S) FOR RECOMMENDATION(S):

The proposed subdivision and waiver may be supported in respect of the utility use, and it otherwise meets the provincial Subdivision and Development Regulations and the municipal subdivision policies as stated in the Land Use Bylaw.

PREVIOUS COUNCIL DIRECTION / POLICY:

- LUB No. 1404 contains policies that enable the subdivision of land in consideration of public or private utility use.
- The lot is designated as Hamlet Commercial (HC) and LUB No. 1404 requires a minimum lot size of 15 x 100 feet and an overall area of 1,500 sq. ft. This proposal exceeds the minimum width and overall area required but would need one waiver for the lot depth.
- The Subdivision Authority has the discretion to decide on the suitability of the parcel and size in relation to the current and intended utility use.

BACKGROUND INFORMATION:

Located within the Hamlet of Monarch, on the corner of Queen Street and Alexandria Street, adjacent to Highway 3A. The proposal is to create a separate title for a site used by a telecommunications agency.

The parent parcel is the site of the hamlet former gas/service station which has been out of operation for decades. The southwest corner of the property contains private utility infrastructure for BELL Communications. This portion of land has been leased for years but the communications company has entered into an agreement to purchase the land. The subdivision follows the existing fencing installed around the communication infrastructure, approximately 51 x 58 ft. in size. The site is accessible from either hamlet street but has gate opening facing south onto Queen Street. The abandoned gas station portion has its own direct access onto Highway 3A. As the use is for private utility communication infrastructure there is no need for municipal water and sewer to be provided from the hamlet system. Once the Monarch gas station ceased operations the site was reclaimed, and an Environmental Site Assessment Phase II was completed (2002) that found no contamination issues and no further remediation of the site was required.

Overall, the proposal is eligible for subdivision for a utility use but requires one waiver for the lot depth (it exceeds the minimum width and overall area required). This consideration has merit due to the proposed use is for existing utility infrastructure and the purpose is not to serve a commercial building or use. The application was circulated to the required external agencies with no objections or requests for utility easements (at time of agenda report). Alberta Transportation had no concerns and authorized that the Subdivision Authority may grant an approval. Alberta Culture will not require Historical Resources Act approval.

ALTERNATIVES / PROS / CONS:

The Subdivision Authority could decide to not approve if it is determined the proposed parcel is not suitable and the title would remain as is.

Pros:

- there are no advantages to denying the subdivision as the communication infrastructure is preexisting and the land use situation will not change

Cons:

- the communications company long-term utilization of the site may be jeopardized, and the decision would likely be appealed by the applicants

FINANCIAL IMPACT:

None.

LEVEL OF PUBLIC PARTICIPATION:

- Inform Consult Involve Collaborate Empower

ATTACHMENTS:

- [5A Lethbridge County 2023-0-085](#)
- [Diagrams 2023-0-085](#)
- [Bell site - 2023-0-085](#)

RESOLUTION

2023-0-085

Lethbridge County **Private Utility** subdivision of Block Z, Plan 6150Y within SW1/4 7-10-23-W4M

THAT the Private Utility subdivision of Block Z, Plan 6150Y within SW1/4 7-10-23-W4M (Certificate of Title No. 071 440 982), to subdivide 0.07-acres (0.03 ha) from a title comprised of 0.65- acres (0.26 ha), for private utility use; BE APPROVED subject to the following:

CONDITIONS:

1. That, pursuant to Section 654(1)(d) of the Municipal Government Act, all outstanding property taxes shall be paid to Lethbridge County.
2. That, pursuant to Section 655(1)(b) of the Municipal Government Act, the applicant or owner or both enter into and comply with a Development Agreement with Lethbridge County which shall be registered concurrently with the final plan against the title(s) being created.
3. That the applicant submits a Surveyors sketch as prepared by an Alberta Land Surveyor that certifies the exact location of improvements on the parcel being subdivided in relation to the proposed property line.
4. That the applicant submits a final plan as prepared by an Alberta Land Surveyor that certifies the exact dimensions of the parcel as required for final endorsement.

REASONS:

1. The proposed subdivision is consistent with the South Saskatchewan Regional Plan and complies with both the Municipal Development Plan and Land Use Bylaw.
2. The Subdivision Authority is satisfied that the proposed utility subdivision is suitable for the purpose for which the subdivision is intended pursuant to Section 9 of the Matters Related to Subdivision and Development Regulation.
3. The Subdivision Authority has granted the one waiver for the lot depth (the lot exceeds the minimum width and overall area required) based on the merit of the proposal, as the variance is to accommodate existing utility infrastructure and the purpose is not to serve a commercial building or use.
4. No objections or concerns have been received on the application and Alberta Transportation and Alberta Culture (Historical Resources Act clearance) have no concerns.

INFORMATIVE:

- (a) Since the proposed subdivision complies with Section 663(c) of the Municipal Government Act, Reserve is not required.
- (b) The Subdivision Authority has granted a waiver of the hamlet parcel size in accordance with section 654(2) of the MGA.
- (c) That a legal description for the proposed parcel be approved by the Surveys Branch, Land Titles Office, Calgary.
- (d) The applicant/owner is advised that other municipal, provincial or federal government or agency approvals may be required as they relate to the subdivision and the applicant/owner is responsible for verifying and obtaining any other approval, permit, authorization, consent or license that may be required to subdivide, develop and/or service the affected land (this may include but is not limited to Alberta Environment and Protected Areas, Alberta Transportation, and the Department of Fisheries and Oceans.)

2023-0-085
Page 1 of 3

- (e) Telus Communications Inc has no objection.
- (f) Thank you for contacting FortisAlberta regarding the above application for subdivision. We have reviewed the plan and determined that no easement is required by FortisAlberta.

FortisAlberta is the Distribution Wire Service Provider for this area. The developer can arrange installation of electrical services for this subdivision through FortisAlberta. Please have the developer contact 310-WIRE (310-9473) to make application for electrical services.

Please contact FortisAlberta land services at landserv@fortisalberta.com or by calling (403) 514-4783 for any questions.

- (g) In reference to the above request, please be advised of ATCO Gas' response and notify the landowner of the following:

ATCO Gas has no objection

ATCO Gas has no need for a Utility Right of Way currently

ATCO Gas would also like to make the MD/County and Landowner/Developer aware of the following:

- If conducting any ground disturbance on the subject property, the landowner/developer must ensure the location of all utilities by contacting Utility Safety Partners at 1-800-242-3447 or <https://utility-safety.ca/>
- For any ground disturbance within 30m of an existing gas line please contact Crossings@atcogas.com to obtain permission (submit locate slip as back up)
- ATCO Gas requires a minimum of 6 months' notice to design and construct a new gas line, or alter an existing gas line. New Service installations, pipeline alterations, and Main extensions will be performed at the landowner/developers expense.
- If the landowner requires a single gas service please visit <https://gas.atco.com/en-ca/products-services-rates/new-services-changes/new-natural-gas-line.html>

Any further questions please email southlandadmin@atco.com.

- (h) Lethbridge Northern Irrigation District (LNID) – Alan Harrold, General Manager:

"The above noted Application for Subdivision has been reviewed by the Lethbridge Northern Irrigation District (LNID) and is approved subject to the following conditions:

1. Payment of the District's subdivision endorsement fee. The current fee is \$52.50 (includes GST).

Thank you for the opportunity to comment. If you require more information or would like to set up an appointment to discuss the conditions above, please contact Janet Beck, Land Agent, at the Lethbridge Northern Irrigation District Office, 403-327-3302."

- (i) Alberta Transportation – Evan Neilsen, Development/Planning Technologist:

" This will acknowledge receipt of your circulation regarding the above noted proposal. The subsequent subdivision application would be subject to the requirements of Sections 18 and 19 of the Matters Related to Subdivision and Development Regulation (The Regulation), due to the proximity of Highway(s) 23, 3A

Transportation and Economic Corridors offers the following comments with respect to this application:

The requirements of Section 18 of the Regulation are not met. The department anticipates minimal impact on the highway from this proposal. Pursuant to Section 20(1) of the Regulation, Transportation and Economic Corridors grants approval for the subdivision authority to vary the requirements of Section 18 of the Regulation.

The requirements of Section 19 of the Regulation are not met. There is no direct access to the highway and there is sufficient local road access to the subdivision and adjacent lands. Pursuant to Section 20(1) of the Regulation, Transportation and Economic Corridors grants approval for the subdivision authority to vary the requirements of Section 19 of the Regulation.

Transportation and Economic Corridors has the following additional comments and/or requirements with respect to this proposal:

1. The department expects that the municipality will mitigate the impacts of traffic generated by developments approved on the local road connections to the highway system, pursuant to Policy 7 of the Provincial Land Use Policies and Section 618.4 of the Municipal Government Act
2. The existing access may remain on a temporary basis. All direct highway accesses are to be considered temporary. No compensation shall be payable to the landowner, or their assigns or successors when Alberta Transportation removes or relocates the access or if highway access is removed and access provided via a municipal road or service road.
3. Further, should the approval authority receive any appeals in regard to this application and as per Section 678(2.1) of the Municipal Government Act and Section 7(6)(d) of the regulation, Alberta Transportation agrees to waive the referral distance for this particular subdivision application. As far as Alberta Transportation is concerned, an appeal of this subdivision application may be heard by the local Subdivision and Development Appeal Board provided that no other provincial agency is involved in the application.
4. Transportation and Economic Corridors accepts no responsibility for the noise impacts or other impacts of highway traffic upon any development or occupants thereof. The subdivision design should include adequate physical features to ensure that the proposed use of land is compatible with the adjacent provincial highway system. Some of these features might, for example, include landscaping and/or berming, to provide noise attenuation and visual screening from the highway. Implementation of these features is the responsibility of the owner/municipality.
5. The subject land is within the permit area of a highway as outlined in the Highways Development and Protection Regulation. Proposed development on the subject will require the benefit of a Roadside Development Permit from Alberta Transportation.”

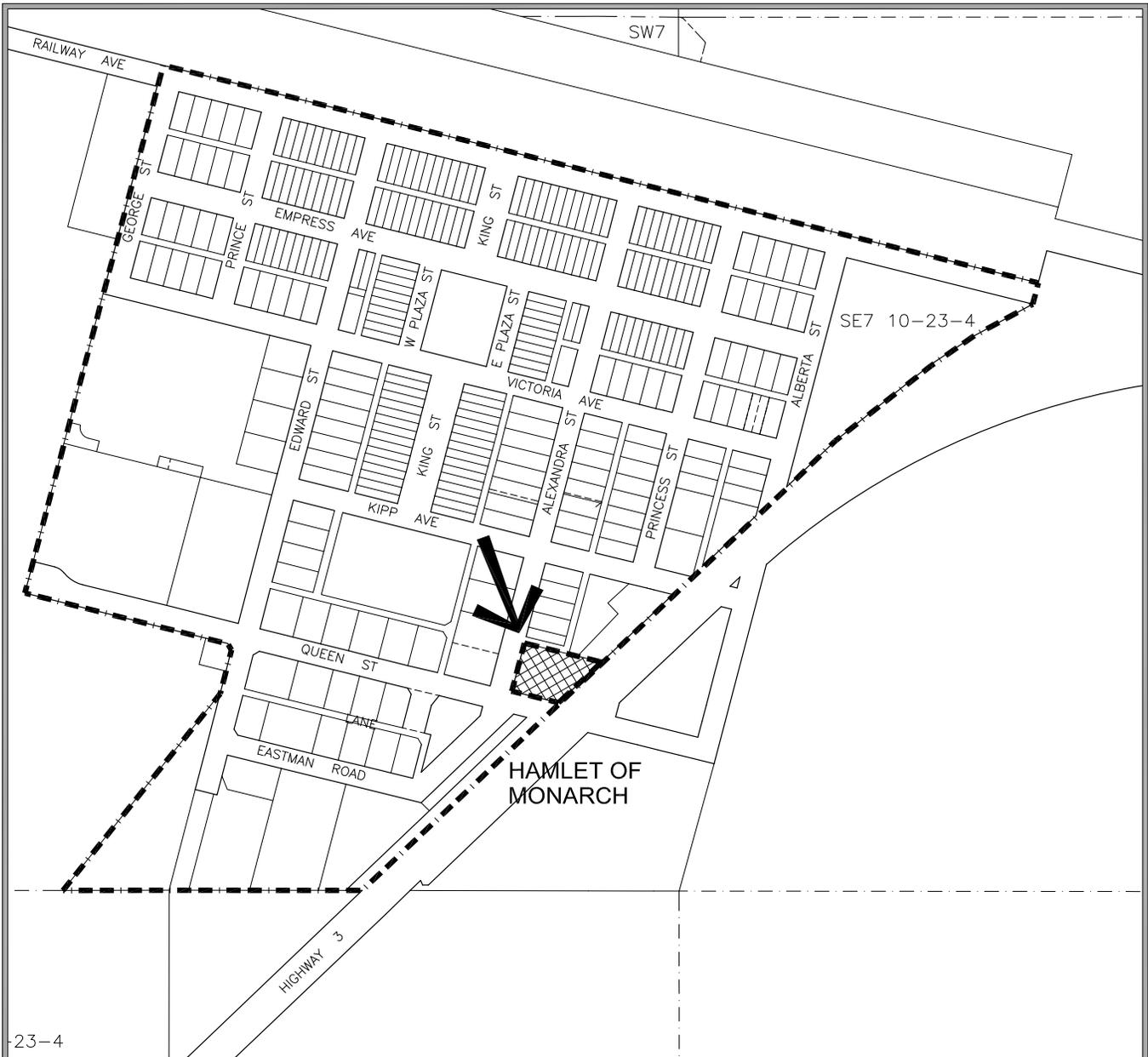
(j) Historical Resources – Barry Newton, Land Use Planner:

“We have reviewed the captioned subdivision application and determined that in this instance formal *Historical Resources Act* approval is not necessary, and submission of a Historic Resources application is not required.”

MOVER

REEVE

DATE



SUBDIVISION LOCATION SKETCH
BLOCK Z, PLAN 6150Y WITHIN
SW 1/4 SEC 7, TWP 10, RGE 23, W 4 M
MUNICIPALITY: LETHBRIDGE COUNTY
DATE: JUNE 14, 2023
FILE: 2023-0-085





AERIAL PHOTO DATE: 2018

SUBDIVISION SKETCH
BLOCK Z, PLAN 6150Y WITHIN
SW 1/4 SEC 7, TWP 10, RGE 23, W 4 M
MUNICIPALITY: LETHBRIDGE COUNTY
DATE: JUNE 14, 2023
FILE: 2023-0-085





AGENDA ITEM REPORT



Title: Bylaw 23-019 - Road Closure, Sale and Consolidation- Public Hearing
Meeting: Council Meeting - 03 Aug 2023
Department: Community Services
Report Author: Hilary Janzen

APPROVAL(S):

Larry Randle, Director of Community Services
Cole Beck, Chief Administrative Officer

Approved - 17 Jul 2023
Approved - 18 Jul 2023

STRATEGIC ALIGNMENT:



Governance



Relationships



Region



Prosperity

EXECUTIVE SUMMARY:

An application has been made to close a portion Township Road 10-0 east of Range Road 23-3.

RECOMMENDATION:

That Bylaw 23-019 be sent to the Minister of Transportation for Approval.

REASON(S) FOR RECOMMENDATION(S):

After the Public Hearing and prior to receiving second and third reading the Bylaw must be sent to the Minister of Transportation for Approval. Once the Bylaw receives Ministerial approval, second and third reading of the Bylaw can proceed.

PREVIOUS COUNCIL DIRECTION / POLICY:

- Policy 109A - Road Allowance Closure and Sale approved by County Council on March 6, 2014 with revisions approved on November 5, 2020.
- Bylaw 23-019 received first reading on July 6, 2023

BACKGROUND INFORMATION:

An application has been made to close a portion of Township Road 10-0 directly east of Range Road 23-3 (as shown on the enclosed map). It has been determined that this road is no longer required as part of the Lethbridge County road network and the closure does not impact any other landowners.

If the road closure were successful, the road would be consolidated with the adjacent properties and all the titles will be consolidated onto one title. Alberta Transportation has been circulated with the proposed road closure and has no objections with the County proceeding with the closure, sale and consolidation.

The notice of public hearing for Bylaw 23-019 was advertised in the July 18 and 25 editions of the Sunny South News.

ALTERNATIVES / PROS / CONS:

County Council may decide not to send the proposed bylaw for Ministerial approval if there were concerns with the proposed road closure that come up during the public hearing.

Pros:

- None identified.

Cons:

- The County would forgo the sale revenue.

FINANCIAL IMPACT:

The applicant will be required to pay the assessed land value of \$3,500 per acre. The total payable amount would be \$8,995.00.

LEVEL OF PUBLIC PARTICIPATION:

Inform Consult Involve Collaborate Empower

ATTACHMENTS:

[Application - Bylaw 23-019](#)

[Bylaw 23-019 - Signed First Reading](#)



LETHBRIDGE COUNTY
APPLICATION FOR ROAD CLOSURE

OFFICE USE		
Date of Application: <u>June 7, 2023</u>	Assigned Bylaw	No. <u>23-019</u>
Date Deemed Complete:	Application & Processing Fee:	\$ <u>1500.00</u>
	Assessed Value:	\$

APPLICANT INFORMATION

Name of Applicant: Groenenboom Farms Ltd.

Mailing Address: Box 976 Coalhurst **Phone:** 403-331-9999

Postal Code: T0L 0V0 **Email:** aaron@gboomfarms.ca

Name of Owner: _____
(if not the applicant)

Mailing Address: _____ **Phone:** _____

Postal Code: _____ **Email:** _____

ROAD CLOSURE INFORMATION

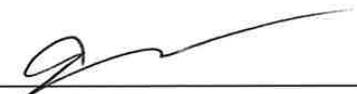
The applicant shall provide the following information:

- A map showing proposed road closure area and the applicant's property,
- Copy of the certificate of title(s) to which the road closure would be consolidated to,
- Legal Description of the proposed Road Closure (acceptable at the Land Titles Office) provided by a Surveyor,
- If there are other adjacent landowners provide written confirmation that they have been consulted with on the proposed road closure,
- Provide the reasons for the road closure request, and
- Application fee payment (See Schedule of Fees).

DECLARATION OF APPLICANT/AGENT

The information given on this form is full and complete and is, to the best of my knowledge, a true statement of the facts in relation to the application.

The applicant is responsible for all road closure costs including the road closure application fee, all costs associated with the Transfer of Land (surveying costs, transfer documents, registration, etc.), land purchase costs (based on the assessed value).



APPLICANT

June 1, 2023

DATE

*FOIP STATEMENT: Personal information on this form is collected under the authority of section 33(c) of the Freedom of Information and Protection of Privacy (FOIP) Act. The information collected here will be used to by Lethbridge County for the purposes of reviewing the Road Closure application. **This form is a public record that is available to anyone.** All information contained on this form (including personal information) is disclosed by Lethbridge County to anyone requesting a copy in according with Lethbridge County Policy No. 173 (Freedom of Information and Protection of Privacy (FOIP)). For further information about the collection and use of this information please contact the Lethbridge County FOIP Coordinator at foip@lethcounty.ca or call (403) 328-5525 or come into the office #100, 905-4th Avenue South, Lethbridge Alberta, T1J 4E4.*

Note: Information provided or generated in this application may be considered at a public meeting.

Road Closure Agreement

In signing this letter I acknowledge that I have been made aware of the intent of Groenenboom Farms to apply for a road closure on NW-34-9-23-W4, which is directly east of my property that is situated on NE-33-9-23-W4. I don't have any concerns with the intentions to close the mentioned road.

Sincerely

Tim Groenenboom



Joe Groenenboom, Groenenboom Farms



Date: Feb 13/23





LAND TITLE CERTIFICATE

S
 LINC SHORT LEGAL TITLE NUMBER
 0022 029 862 4;23;9;34;NW 171 080 414 +15

LEGAL DESCRIPTION

MERIDIAN 4 RANGE 23 TOWNSHIP 9
 SECTION 34
 QUARTER NORTH WEST
 CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS
 EXCEPTING THEREOUT: 2.31 HECTARES (5.71 ACRES) MORE OR LESS
 DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE
 EAST LIMIT OF PLAN 8411203 WITH THE SOUTH BOUNDARY OF SAID
 QUARTER SECTION; THENCE EASTERLY ALONG THE SAID SOUTH BOUNDARY
 123.624 METRES; THENCE NORTHERLY AND AT RIGHT ANGLES THERETO
 TO A POINT ON THE SAID EAST LIMIT; THENCE SOUTHERLY THEREON
 TO THE POINT OF COMMENCEMENT
 EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE

MUNICIPALITY: LETHBRIDGE COUNTY

REFERENCE NUMBER: 931 247 418 +2

REGISTERED OWNER(S)				
REGISTRATION	DATE (DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION
171 080 414	18/04/2017	TRANSFER OF LAND		SEE INSTRUMENT

OWNERS

GROENENBOOM FARMS LTD.
 OF P.O. BOX 976
 COALHURST
 ALBERTA T0L 0V0

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION	DATE (D/M/Y)	PARTICULARS
5615GA	04/10/1949	EASEMENT

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2

171 080 414 +15

REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
		"SUBJECT TO, IN FAVOUR OF A PORTION OF THE MINERALS IN THE SW 1/4 34"
1640KU	08/10/1970	UTILITY RIGHT OF WAY GRANTEE - FORTISALBERTA INC. 320-17 AVE SW CALGARY ALBERTA T2S2V1 "NORTH 20 FT OF EAST 650 FT OF WEST 2085 FT" (DATA UPDATED BY: TRANSFER OF UTILITY RIGHT OF WAY 021161671) (DATA UPDATED BY: TRANSFER OF UTILITY RIGHT OF WAY 071353326)
741 091 031	27/09/1974	IRRIGATION ORDER/NOTICE THIS PROPERTY IS INCLUDED IN THE LETHBRIDGE NORTHERN IRRIGATION DISTRICT
781 128 029	11/08/1978	UTILITY RIGHT OF WAY GRANTEE - CANADIAN WESTERN NATURAL GAS COMPANY LIMITED.
851 076 083	10/05/1985	EASEMENT AS TO PORTION OR PLAN:8411203 "SUBJECT TO, IN FAVOUR OF PORTION OF SOUTH 1/2 OF 34 9 23 W4TH"
931 241 453	29/09/1993	WATER RESOURCES ACT CERTIFICATE OVER LSD 10 IN THE NE 34-9-23-W4M FOR BENEFIT OF S1/2 AND NW1/4 34-9-23-W4M
151 096 128	15/04/2015	UTILITY RIGHT OF WAY GRANTEE - LETHBRIDGE NORTH COUNTY POTABLE WATER CO-OP LTD.
171 080 415	18/04/2017	MORTGAGE MORTGAGEE - ROYAL BANK OF CANADA. PERSONAL SERVICE CENTRE 10 YORK MILLS ROAD, 3RD FLOOR TORONTO ONTARIO M2P0A2 ORIGINAL PRINCIPAL AMOUNT: \$10,000,000
181 168 590	14/08/2018	CAVEAT RE : UTILITY RIGHT OF WAY CAVEATOR - LETHBRIDGE NORTHERN IRRIGATION DISTRICT. 2821 18TH AVENUE NORTH LETHBRIDGE ALBERTA T1H6T5 AGENT - ALAN HARROLD (CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 3

171 080 414 +15

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

191 155 436 31/07/2019 MORTGAGE
MORTGAGEE - ROYAL BANK OF CANADA.
36 YORK MILLS RD, STE 400, 4 FLR
TORONTO
ONTARIO M2P0A4
ORIGINAL PRINCIPAL AMOUNT: \$30,000,000

TOTAL INSTRUMENTS: 010

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 30 DAY OF
JANUARY, 2023 AT 10:56 A.M.

ORDER NUMBER: 46371261

CUSTOMER FILE NUMBER:



END OF CERTIFICATE

THIS ELECTRONICALLY TRANSMITTED LAND TITLES PRODUCT IS INTENDED
FOR THE SOLE USE OF THE ORIGINAL PURCHASER, AND NONE OTHER,
SUBJECT TO WHAT IS SET OUT IN THE PARAGRAPH BELOW.

THE ABOVE PROVISIONS DO NOT PROHIBIT THE ORIGINAL PURCHASER FROM
INCLUDING THIS UNMODIFIED PRODUCT IN ANY REPORT, OPINION,
APPRAISAL OR OTHER ADVICE PREPARED BY THE ORIGINAL PURCHASER AS
PART OF THE ORIGINAL PURCHASER APPLYING PROFESSIONAL, CONSULTING
OR TECHNICAL EXPERTISE FOR THE BENEFIT OF CLIENT(S).

Road Closure Application Cover Letter

To whom it may concern,

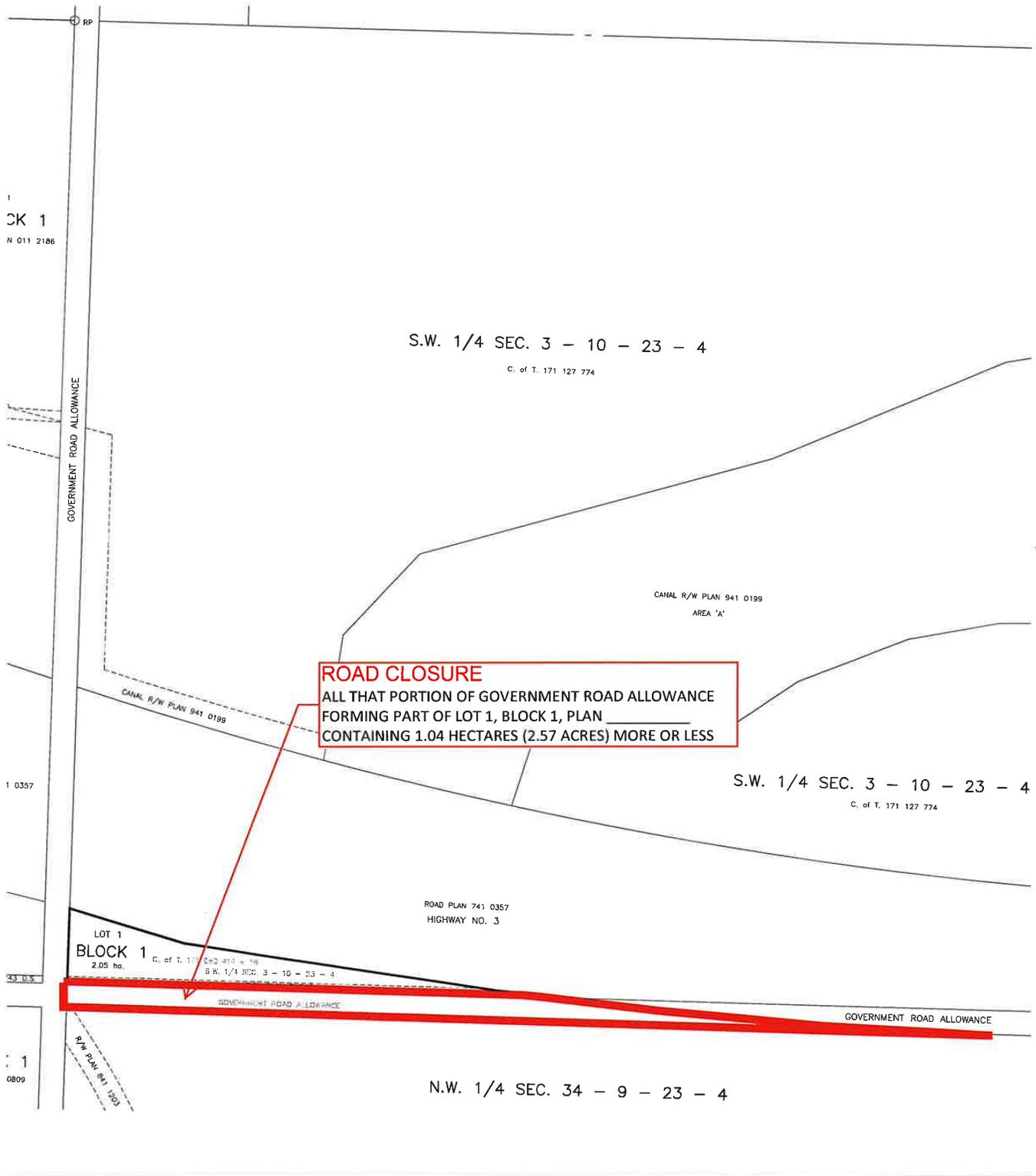
I am writing this cover letter to inform you of our application for a road closure. The road allowance runs on the north-west corner of NW-34-9-23-W4. The purpose for us seeking the road closure is that we are the current adjacent land owner on either side of the existing road allowance. The road allowance is an extension of Township Road 10-0. River Ridge Road runs to the north of the existing road allowance and we can not see there ever being any need to develop a road on the road allowance. In having the road closed it would repurpose the land into productive farm land and make access to our land on the north side of the road allowance easier.

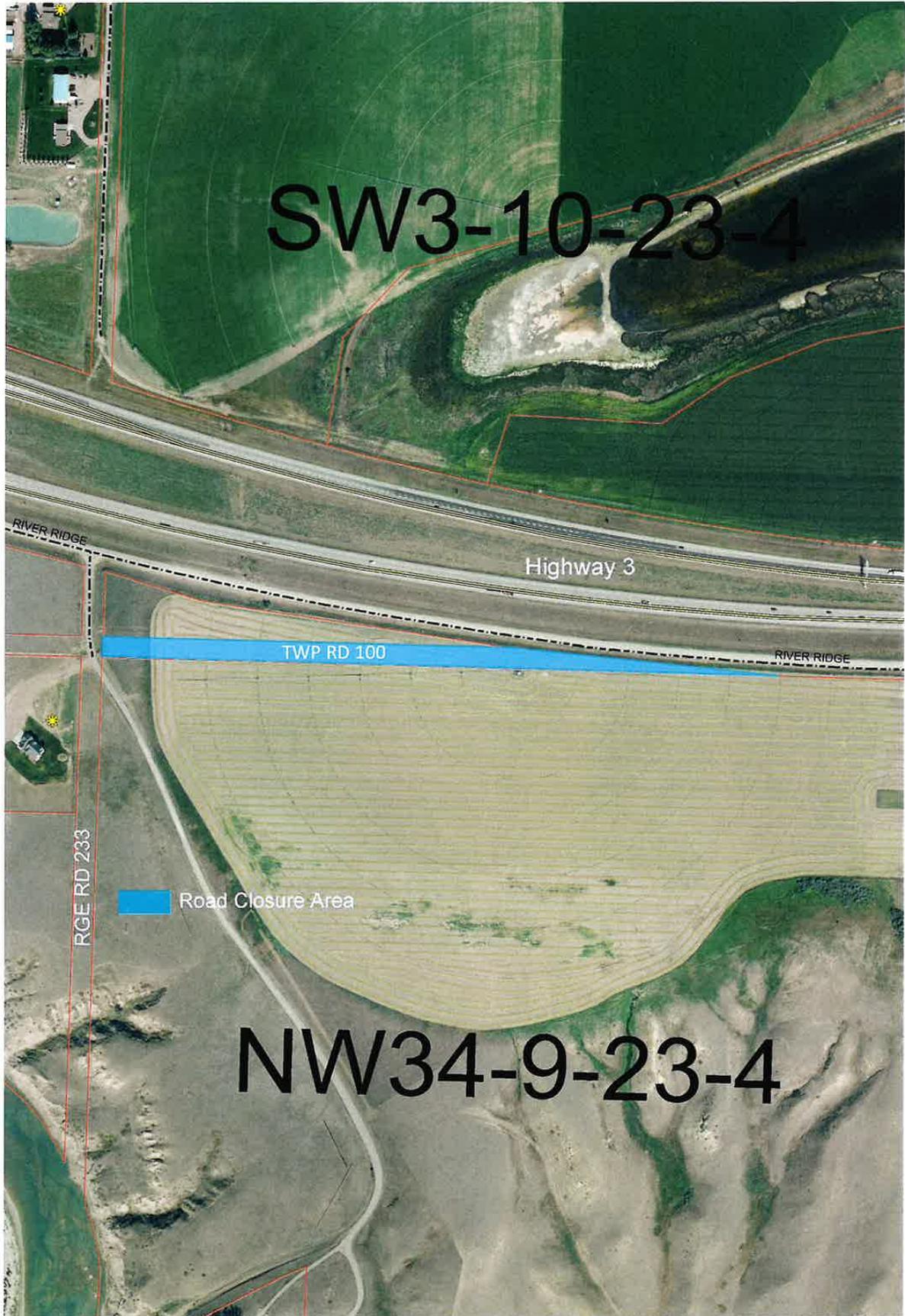
Thank-you



Aaron Groenenboom

Groenenboom Farms Ltd.





BYLAW NO. 23-019

**OF LETHBRIDGE COUNTY
IN THE PROVINCE OF ALBERTA**

A BYLAW OF **LETHBRIDGE COUNTY** FOR THE PURPOSE OF CLOSING TO PUBLIC TRAVEL AND CREATING TITLE TO AND DISPOSING OF PORTIONS OF A PUBLIC HIGHWAY IN ACCORDANCE WITH SECTION 22 OF THE MUNICIPAL GOVERNMENT ACT, CHAPTER M26, REVISED STATUTES OF ALBERTA 2000, AS AMENDED.

WHEREAS, the lands hereafter described are no longer required for public travel,

WHEREAS, application has been made to Council to have the roadway closed, and;

WHEREAS, the Council of LETHBRIDGE COUNTY deems it expedient to provide for a bylaw for the purpose of closing to public travel certain roads or portions thereof, situated in the said municipality and thereafter creating title to and disposing of same and;

WHEREAS, notice of intention of Council to pass a bylaw has been given in accordance with Section 606 of the Municipal Government Act, and;

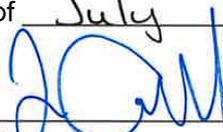
WHEREAS, Council was not petitioned for an opportunity to be heard by any person claiming to be prejudicially affected by the bylaw;

NOW THEREFORE BE IT RESOLVED that the Council of LETHBRIDGE COUNTY in the Province of Alberta does hereby close to Public Travel and creating title to and disposing of the following described highways, subject to rights of access granted by other legislation.

ALL THAT PORTION OF GOVERNMENT ROAD ALLOWANCE FORMING PART OF LOT 1, BLOCK 1, PLAN _____

CONTAINING 1.04 HECTARES (2.57 ACRES) MORE OR LESS EXCEPTING THEREOUT ALL MINES AND MINERALS

GIVEN first reading this 6 day of July, 2023.



Reeve



Chief Administrative Officer

Public Hearing held on _____

Forwarded to the Minister of Transportation on: _____

Approved this _____ day of _____, 20____

Minister of Transportation

GIVEN second reading this _____ day of _____, 20____.

Reeve

Chief Administrative Officer

GIVEN third reading this _____ day of _____, 20____.

Reeve

Chief Administrative Manager

AGENDA ITEM REPORT



Title: Joint Use and Planning Agreements - Palliser School Division and Westwind School Division Agreements
Meeting: Council Meeting - 03 Aug 2023
Department: Community Services
Report Author: Hilary Janzen

APPROVAL(S):

Larry Randle, Director of Community Services
Cole Beck, Chief Administrative Officer

Approved - 17 Jul 2023
Approved - 18 Jul 2023

STRATEGIC ALIGNMENT:



Governance



Relationships



Region



Prosperity

EXECUTIVE SUMMARY:

The Province has required that every municipality have a joint use and planning agreement with any school division within its municipal boundary.

RECOMMENDATION:

- That County Council Approve the Joint Use and Planning Agreement with the Palliser School Division.
- That County Council Approve the Joint Use and Planning Agreement with the Westwind School Division.

REASON(S) FOR RECOMMENDATION(S):

The Province has required that these agreements be in place by June 2025. The agreements as drafted have been reviewed by both the school boards and county administration and are acceptable to both.

PREVIOUS COUNCIL DIRECTION / POLICY:

None

BACKGROUND INFORMATION:

Joint use and planning agreements (JUPAs) are a formal partnership between a municipality and a school board to enable the integrated and long-term planning and use of school sites on municipal reserve (MR), school reserve (SR), and municipal and school reserve (MSR) land. The Municipal Government Act was amended in 2020 requiring that every municipality have a joint use and planning agreement with all school boards within its municipal boundary.

Originally the deadline for the JUPAs to be finalized was June 2023, but an extension has been provided (in April 2023) and they must be completed by June 10, 2025.

The JUPAs must establish a process for discussing:

- the planning, development and use of school sites on MR, SR and MSR land in the municipality;
- the transferring of MR, SR and MSR land between a municipality and a school board (s.672, s.673 of the MGA);
- the disposal of school sites; the servicing of school sites on MR, SR and MSR land; and
- the use of school facilities, municipal facilities and playing fields on MR, SR and MSR land, including the maintenance of facilities and fields and the payment of fees and other liabilities associated with them. s.670.1(3)(a)(i)-(v)

A JUPA must also:

- outline how a municipality and school board will work collaboratively;
- establish a dispute resolution procedure; and
- establish a time-frame for regular review of the agreement. s.670.1(b)-(d)

Lethbridge County administration engaged all three school divisions within the municipality and had meetings with all three. The three school divisions include the Palliser School Division, Westwind School Division, and the Holy Spirit Roman Catholic School Division.

The agreements between the County and the Palliser School Division and the Westwind School Division have been finalized with the Holy Spirit Roman Catholic School Division agreement anticipated for the fall.

The county and the respective school divisions utilized a template provided by the Local Government Administration Association of Alberta (LGAA). The Palliser School Division template includes more details as they have two schools within the County's borders, whereas the Westwind School Division does not.

ALTERNATIVES / PROS / CONS:

County Council may choose to not approve the Joint Use Planning Agreements.

Pros - none identified

Cons - The County is required by the MGA to enter into these agreements with the School Divisions.

FINANCIAL IMPACT:

None identified.

LEVEL OF PUBLIC PARTICIPATION:

Inform Consult Involve Collaborate Empower

ATTACHMENTS:

[Lethbridge County -Palliser School Division JUPA](#)
[Westwind School Division JUPA with Lethbridge County - June 23, 2023](#)

JOINT USE AND PLANNING AGREEMENT

THIS AGREEMENT made this ¹⁶ day of ^{March}, 2023

BETWEEN:

LETHBRIDGE COUNTY

AND

PALLISER SCHOOL DIVISION

WHEREAS:

The *Municipal Government Act* and the *Education Act* require a municipality and any school board operating within the boundaries of the municipality to enter into and maintain a joint use and planning agreement; and

It is the responsibility of the municipality to plan, develop, operate and maintain park and recreational land and facilities within the boundaries of the municipality for recreational purposes and to organize and administer public recreational programs; and

It is the responsibility of each of the school boards to develop and deliver educational programs and to provide the necessary facilities and sites for these programs; and

The joint use of municipal facilities and school board facilities is an important tool in providing educational, cultural and recreational opportunities for residents in a manner that reduces or eliminates the need to duplicate facilities thereby making the most effective use of the limited economic resources of the municipality and school boards; and

The *Municipal Government Act* allows the municipality to obtain municipal reserve (MR), school reserve (SR) or municipal and school reserve (MSR) as lands within the municipality are subdivided to meet the open space and site needs of the municipality and school boards; and

The *Municipal Government Act* and the *Education Act* require that a joint use and planning agreement address matters relating to the acquisition, servicing, development, use, transfer and disposal of municipal reserve, school reserve and municipal and school reserve lands;

NOW THEREFORE IN CONSIDERATION of their mutual commitment to the joint use of facilities and planning of municipal reserve, school reserve and municipal and school reserve lands the parties agree as follows:

1) DEFINITIONS

In this Agreement, the following terms shall be interpreted as having the following meanings:

- a) "Agreement" means this Agreement, as amended from time to time, and any Schedules which are attached hereto and which also may be amended from time to time.
- b) "Arbitration Act" means the *Arbitration Act*, Revised Statutes of Alberta 2000, Chapter A-43, and any regulations made thereunder, as amended from time to time.
- c) "Area Structure Plan" means an area structure plan adopted pursuant to the *Municipal Government Act* and providing direction for land uses for a defined area within the Municipality.
- d) "Boards" means the Catholic Board and Public Board collectively.
"Calendar Day" means any one of the seven (7) days in a week.
- e) "CAO" means the Chief Administrative Officer of the Municipality.
- f) "Community Use" means use by members of the general public and not a User Group.
- g) "Council" means the municipal council of the Municipality of Lethbridge County.
- h) "Education Act" means the *Education Act*, Revised Statutes of Alberta 2012, Chapter E-0.3, and any regulations made thereunder, as amended from time to time.
- i) "Effective Date" means February 28, 2023.
- j) "Facility Plans" means the capital plan and facility plan prepared by each of the Boards for approval by the Alberta Government.
- k) "Facility Scheduling Coordinator" means for the Municipality the individual or individuals responsible for coordinating the booking of Joint Use Space provided by the Municipality and for the Boards the individual or individuals responsible for coordinating the booking of Joint Use Space provided by the respective Board.
- l) "Governing Committee" means the committee which includes elected officials as established under this Agreement.
- m) "Hazardous Substance(s)" means the same as hazardous substance defined in the *Environmental Protection and Enhancement Act*, Revised Statutes of Alberta 2000, Chapter E-12, and any regulations thereunder, as amended.

- n) "Joint Use Space" means those portions of a Municipal Facility or School identified in Schedules "A", and "B" as being available for booking by the Parties or User Groups or for Community Use.
- o) "Municipality" means the municipal corporation of Lethbridge County, its predecessor, or, where the context so requires, the area contained within the boundaries of the Municipality.
- p) "Municipal Development Plan" means a municipal development plan adopted pursuant to the *Municipal Government Act* and providing direction for future land uses within the Municipality.
- q) "Municipal Facility" means a park, playground, playing field, building or part of a building owned, maintained and operated by the Municipality and includes those facilities identified in Schedule "A".
- r) "Municipal Government Act" means the *Municipal Government Act*, Revised Statutes of Alberta 2000, Chapter M-26, and any regulations made thereunder, as amended from time to time.
- s) "Operating Committee" means the committee which is comprised of the CAO and Superintendents as established under this Agreement.
- t) "Parties" means the entities signing this Agreement collectively and Party shall mean one (1) of the signatories.
- u) "Public Board" means the Palliser School Division and any successor board or authority.
- v) "Reserve Land" means municipal reserve, school reserve, or municipal and school reserve, as defined in the *Municipal Government Act*.
- w) "School" means a building which is designed to accommodate students for instructional or educational purposes that is owned or controlled by a Board and includes those facilities identified in Schedule "B".
- x) "School Portion" means the portion of Reserve Land identified for transfer to a Board that includes the school building footprint, any parking, loading or drop off facilities, any landscaped yards around the building, land for a playground equipment site, and land needed for future expansion of the school building based on the ultimate design capacity of the school.
- y) "Superintendent" means the chief executive officer of one (1) of the Boards.
- z) "User Group" means any School or community group that fits within the eligibility criteria set out in the Operating Guidelines and books the use of Joint Use Space during Joint Use Hours.

2) SCHEDULES

The following is the list of Schedules to this Agreement:

Schedule "A" – Municipal Facilities available for Joint Use

Schedule "B" – School Board Facilities available for Joint Use

Schedule "C" – Joint Use Times

Schedule "D" – Operating Guidelines

Schedule "E" – School Site Planning Guidelines

Schedule "F" – Dispute Resolution Process

3) TERM, REVIEW AND AMENDMENT OF AGREEMENT

- a) This Agreement shall be in force and effect as of the Effective Date and shall continue to be in effect until such time as it is terminated by the Parties.
- b) The terms and conditions of this agreement shall be reviewed every five (5) years with the first such review scheduled in 2028. The review shall be undertaken by the Operating and Governance Committees. Following the review, the Governance Committee shall recommend how the agreement should be amended.
- c) Except as provided otherwise herein, this Agreement shall not be modified, varied or amended except by the written agreement of all of the Parties.

4) WITHDRAWAL AND TERMINATION

- a) No party to this Agreement shall unilaterally withdraw or terminate this Agreement.
- b) Where one or more Parties view this Agreement as no longer meeting their interests, they shall give all Parties written notice of their request to review and/or amend all or parts of this Agreement.
- c) If written notice requesting a review is received, all Parties shall commence a review of this Agreement within 30 calendar days of the date the last Party received the written notice and shall seek consensus on the updates and amendments.
- d) Until such time as an amended agreement or replacement agreement has been created and agreed upon by all Parties, the terms and conditions of this Agreement shall remain in effect.

5) PRINCIPLES

The Parties agree that in entering into this Agreement they are committing to the following Principles with respect to the joint use of municipal and school board facilities:

Respect for Autonomy - Each of the Parties is an independent, autonomous entity and has the right to determine which of their facilities shall be made available as Joint Use Space based on what the Boards and Municipal Council believe to be in the best interests of the people they serve.

Cooperation and Partnership - The Parties shall work together as partners, recognizing that the needs of the public for educational, cultural and recreational opportunities can best be achieved through a combination of their respective resources and by the Parties working in conjunction with each other.

Efficiency and Effectiveness - The joint use of Municipal Facilities and Schools is an important tool in providing a high standard of educational, cultural and recreational opportunities for residents in a manner that reduces or eliminates the need to duplicate facilities thereby saving costs and making the most effective use of the limited economic resources of the Parties.

Fairness and Equity - The costs of providing joint use space are to be borne fairly and equitably by the Parties with the intent of keeping costs charged to the other Parties or public users of Joint Use Space to a minimum.

Transparency and Openness - The Parties shall make available to each other such information as is necessary to make this agreement successful.

6) CONSULTATION WITH OTHER MUNICIPALITIES

- a) The Parties acknowledge that the Schools that are available as Joint Use Space may be accessed by community groups, residents and user groups that are located or reside outside the Municipality in accordance with a Joint Use and Planning Agreement with other municipalities.
- b) The Parties further acknowledge that the Schools that are currently located within the Municipality have been designed, built and funded for and by ratepayers within the Municipality's boundaries and ratepayers beyond the Municipality's boundaries.
- c) In lieu of a single agreement involving participation by all of the municipalities in which the Boards operate, the Parties agree to consult and involve other municipalities that are served by the same Board or Boards on an issue by issue basis as needed to share access to the Schools and to plan for and acquire future School sites. One or more separate agreements between the Parties and these other municipalities may be created as needed.

- d) When consultation with one or more municipalities that are not Party to this agreement is required, the consultations shall begin with a meeting, held in person or by electronic means, of the members of the Operating Committee and the equivalent or similar committee established between the Board(s) and the other municipalities.

7) MEETING OF COUNCIL AND BOARDS (GOVERNING COMMITTEE)

- a) Council of the Municipality and the members of the Boards shall meet at least every two (2) years to discuss issues of mutual interest.
- b) Each meeting shall be chaired by the Reeve or the Chairperson of one of the Boards on a rotational basis. Secretarial support shall be arranged for the meeting by the Party that is chairing that meeting.
- c) Any Party can submit an item to be included on the agenda for the meeting provided it is given to the Party chairing the meeting at least 5 calendar days prior to the date of the meeting. It is intended that the topics explore high level considerations to assist the Governing Committee in more detailed discussions.
- d) Minutes shall be kept for all meetings of Council and the Boards. Copies of the minutes of a meeting shall be provided to all Parties within 14 calendar days of the date of the meeting.

8) OPERATING COMMITTEE

- a) The Operating Committee shall consist of the CAO (or designate) of the Municipality and the Superintendents (or their designate) of each of the Boards.
- b) The Operating Committee shall oversee the operation of this Agreement.
- c) The role of the Operating Committee shall be to:
 - i) formulate policy recommendations related to joint use of Municipal and School Facilities for consideration by Council and the Boards;
 - ii) provide a forum to discuss issues of mutual interest related to joint use and formulate recommendations regarding amendments to this Agreement, including the Operating Guidelines, for consideration by Council and the Boards;
 - iii) formulate and approve Operating Directives, based on the Operating Guidelines, for specific facilities and types of use as needed;
 - iv) review any approved Operating Directives on an annual basis;

- v) provide a forum for the operational concerns of the Parties to be discussed;
 - vi) consult with and provide a forum through which the public can express concerns or opinions with respect to the operation or use of Joint Use Space, the Operating Guidelines and Operating Directives;
 - vii) where possible, resolve or recommend solutions to resolve day to day operational concerns or difficulties related to the use of Joint Use Space by the Parties or the public;
 - viii) review the Facility Plans of each of the Boards annually;
 - ix) review any proposed amendments or updates of the Municipality's Municipal Development Plan and Area Structure Plans and Concept Plans to ensure the proposed plans or amendments reflect the identified and projected needs of the Parties;
 - x) determine how available or proposed school sites are allocated between the Boards based on the annual review of the updated Facility Plans of the Boards;
- d) The Operating Committee shall meet on an as needed basis. Meetings of the Operating Committee may be in person or conducted by telephone or video conferencing. The need to meet may be determined by any one of the Parties to this Agreement and the other Parties agree to meet within 30 calendar days of one of the other Parties indicating in writing their desire to meet.
- e) The meetings shall be chaired by the CAO or their designate. Secretarial support for each meeting shall be arranged by the CAO.
- f) The Operating Committee shall adopt such rules of procedure as may be agreed upon by its members.
- g) All decisions of the Operating Committee shall require the consensus of its members. In the event that the Operating Committee cannot reach a consensus on the issue, the matter shall be referred to the Governance Committee for resolution or direction as to how the matter should be resolved.
- h) Minutes shall be kept for all meetings of the Operating Committee. Copies of the minutes of the meetings shall be provided to all Parties.
- i) Members of the Operating Committee may bring to the meetings of the Operating Committee additional staff from the Municipality and/or the Boards or resource personnel, as necessary, to provide assistance to the members of the Operating Committee in the carrying out of their responsibilities under this Agreement.

- j) The Operating Committee may delegate any of its responsibilities to a subcommittee or subcommittees.

9) JOINT USE SPACE

- a) The Municipality shall make available, to the Boards, those Municipal Facilities identified as Joint Use Space in Schedule "A". The Municipality shall not charge fees for the use of Joint Use Space except as allowed by the Operating Guidelines and any applicable Operating Directive(s).
- b) The Boards shall make available, to the Municipality and community groups, those portions of Schools identified as Joint Use Space in Schedules "B" respectively. The Boards shall not charge fees for the use of Joint Use Space except as allowed by the Operating Guidelines and any applicable Operating Directive(s).
- c) The Parties shall not allow Joint Use Space to be used by groups or individuals during the Joint Use Hours identified in Schedule "C" unless such use respects the Operating Guidelines, and any applicable Operating Directive(s), in effect from time to time.
- d) The CAO may, upon six (6) months written notice to each of the Boards, amend Schedule "A" to either add to or remove from the list of Joint Use Space provided by the Municipality, all or any portion of a Municipal Facility.
- e) The Superintendent of each Board may, upon six (6) months written notice to the Municipality and the other Board, add to or remove from the list of Joint Use Space provided by their Board, all or any portion of one or more of their Schools.
- f) Notice of the removal of all or any portion of a Joint Use Space from the list of Joint Use Space available shall include a written explanation as to why the specific Joint Use Space will no longer be available for use. The Parties agree that the written explanation shall be shared with the public.
- g) Notwithstanding any other provision in this Agreement or its Schedules, the Principal of a School or the respective manager of a Municipal Facility, shall be able to determine if a particular use will be allowed to occur in their School or Facility.
- h) Appeals from a refusal by a Principal or manager of a Municipal Facility to allow a particular use within their School or Municipal Facility shall be made:
 - i) in the case of a School, first to the Principal's Superintendent and thereafter to the appropriate Board; and
 - ii) in the case of a Municipal Facility, first to the CAO and thereafter to Council.

- i) Notwithstanding any other provision in this Agreement, the Municipality and/or any of the Boards may remove from the list of Joint Use Space any facility or portion of a facility, either on a permanent or temporary basis, if the facility or portion of a facility is needed by the Party to meet its responsibilities or to provide services or programs to its constituents.

10) OPERATING GUIDELINES FOR JOINT USE SPACE

The Parties hereby agree to be bound by and comply with the Operating Guidelines which are attached to this Agreement as Schedule "D".

11) ACQUISITION AND ALLOCATION OF FUTURE SCHOOL SITES

- a) The Boards shall communicate their need to construct a new school that is to be located within the Municipality or intended to serve residents of the Municipality, to the Municipality as early as possible.
- b) The decision of where and when to propose construction of a new school and the identification of the area to be served by that school shall be at the sole discretion of the respective Board.
- c) Where construction of a school that will serve two or more Municipalities is proposed, the Board shall notify all of the involved Municipalities to enable early consultation on the availability and acquisition of a site.
- d) The Municipality shall, to the best of their ability given the constraints of the *Municipal Government Act*, the evolving nature of information as to the needs of the Parties, and the demographics of the community, plan for a sufficient number of school sites to meet the anticipated needs of the Boards.
- e) The Municipality shall use Area Structure Plans or Concept Plans for designated or planned growth areas involving residential land uses to identify the number, general size and location of existing and future school sites. The Municipality shall consult with the school board to ensure the proposed location of school sites are suitable to the board and meet the mandates of Alberta Education and Alberta Infrastructure.
- f) In determining the number, location and size of school sites to be identified, the Municipality shall follow the School Site Planning Guidelines outlined in Schedule "E". The number of school sites to be identified shall be based on the existing and projected future number of students that will reside in the area covered by the Municipal Development Plan, Area Structure Plan or Concept Plan once the area is fully developed and based on the best information available at the time that the Plan is prepared or amended.

- g) There shall be no pre-allocation of School sites to each Board nor shall School sites be identified as available to only one Board in the Municipal Development Plan, Area Structure Plan or Concept Plan.
- h) Allocation of an available school site shall be made by the Operating Committee once the need to construct a new school has been identified. If construction on an allocated site has not commenced within three (3) years of the site being allocated to a Board, the site shall be considered available for allocation to another Board.
- i) If there are competing claims between two (2) or more Boards for one available school site, the Boards shall, at their own cost, resolve the question of site allocation between themselves using, if necessary, the Dispute Resolution Process described in Schedule "F".
- j) The Municipality shall use its ability under the *Municipal Government Act* to require Reserve Land to be dedicated as lands within the Municipality are subdivided to provide School sites in accordance with the Municipal Development Plan or Area Structure Plan or Concept Plan. The Municipality shall not be obligated to acquire lands for School sites using any other resources at the Municipality's disposal. The decision to commit the use other resources at its disposal to acquire a School site shall be at the sole discretion of the Municipality.
- k) The Boards acknowledge that Reserve Land dedication at the time of subdivision is also used to address the open space needs of the Municipality and the amount of land or money-in-lieu of land dedication shall be divided between the need for School sites and the open space plans of the Municipality.
- l) The Municipality may collect money-in-lieu of land dedication at time of subdivision in accordance with the policies of the Municipality. All money-in-lieu of land dedication shall be paid to the Municipality. All money-in-lieu of land dedication shall be allocated as allowed under the *Municipal Government Act* at the sole discretion of the Municipality.
- m) In the event that a School site is required prior to a planned site being created through the subdivision process, the Municipality shall approach the owner of the land containing the planned School site about providing the site earlier than originally expected through a pre-dedication process. The Board requiring the School site may assist the Municipality; however, in all dealings with the owner(s) of the land, the Municipality shall be present and lead the discussions.

12) SERVICING AND DEVELOPMENT OF SCHOOL SITES

- a) All School sites shall be serviced to the property line prior to transfer to a Board.

- b) The services to be provided include, but are not limited to: water, wastewater, storm drainage, power, natural gas, telecommunications, roads and sidewalks.
- c) Where one or more services are not available at the property line of the School site, the Municipality shall provide the services subject to the legal and financial ability of the Municipality to do so.
- d) Offsite levies or any similar charges for municipal infrastructure shall not be charged against development on any School site. This restriction does not apply to capital costs that may be included in a utility rate structure for use of the utility.

13) FACILITY AND SITE SPECIFIC AGREEMENTS

- a) When two or more of the Parties decide to create a shared site and/or facility, a separate agreement shall be prepared specific to that site and/or facility.
- b) The agreement shall address:
 - i) The broad purpose and parameters of the partnership that is being created;
 - ii) The nature of the site and/or facilities that are involved;
 - iii) The financial or in kind contributions to be made by each of the Parties;
 - iv) Operating Guidelines and Operating Directives specific to the site and/or facility for ongoing operations;
 - v) Capital cost and operating cost sharing arrangements and responsibilities between the Parties; and
 - vi) A process for dissolving the partnership, disposing of the site or retiring the facility.

14) TRANSFER OF SCHOOL SITE

- a) All Reserve Land intended to accommodate a School shall initially be dedicated as municipal reserve and be owned by the Municipality.
- b) The Municipality shall only transfer the School Portion of Reserve Lands intended to accommodate a School to a Board.
- c) The School Portion shall be transferred to a Board once:
 - i) The Board has an identified need for the School site;

- ii) The Board has approval of the funding for the design of the School on the site;
 - iii) The Board has applied for a development permit for the School and has submitted a site plan and building plans to the Municipality; and
 - iv) The School Portion has been or is in the process of being subdivided from the other Reserve Land for registration as school reserve with Land Titles.
- d) All costs associated with the transfer of the School Portion to a Board shall be paid by the Municipality. This shall include the costs of any required subdivision and registration of required plans and documents at Land Titles.

15) DISPOSAL OF UNNEEDED SCHOOL SITES

- a) If a Board concludes that it no longer requires Reserve Land that was previously transferred to it by the Municipality, the Parties shall meet, and the other Board(s) shall determine if they require that Reserve Land.
- b) If the Reserve Land is required by one of the other Board(s), the Reserve Land shall be transferred to that other Board. Any dispute between the Boards shall be resolved through the Dispute Resolution Process described in Schedule "F".
- c) In the event that the Reserve Land is not needed by any Board, the Board in possession of the Reserve Land shall first offer to transfer the Reserve Land back to the Municipality unless the Board is prohibited from so doing by the Education Act or other legislation
- d) The Municipality shall have one hundred and eighty (180) calendar days from the Board notifying the Municipality in writing of its intention to cease use of the Reserve Land to confirm whether it agrees to take back the Reserve Lands. The School Board shall provide to the Municipality all available information regarding the Reserve Land and facilities on the Reserve Land, including any potential presence and nature of any Hazardous Substances, at the time that the offer to the Municipality is made. The Municipality shall have the right to enter the Reserve Land and any facilities on the Reserve Land for the purposes of carrying out any required assessments, tests and studies.
- e) If the Municipality opts to acquire the Reserve Land, the Municipality shall take the Reserve Land as is, where is, including all buildings and improvements on the Reserve Land. The Reserve Land shall be transferred to the Municipality at no cost to the Municipality except for the cost of registering the transfer of land document.

- f) In the event that the Municipality elects not to assume ownership or the Board is prohibited from transferring the Reserve Land by the Education Act or other legislation, the Parties agree to meet and discuss alternative means of disposing of the site. This may include:
 - i) Redevelopment of the entire site for a different use that is compatible with existing and future uses on lands near the site, including any environmental remediation that may be required, or
 - ii) Subdividing the play fields or open space portion of the site from the School Portion to enable the Municipality to acquire the non-School Portion and sale of the School Portion.

16) DISPUTE RESOLUTION

- a) Operational issues shall be addressed initially by administrative staff of the respective facilities. In the event that the administrative staff is unable to resolve an operational issue then such issue shall be brought forward to the Operating Committee in a timely manner. The decision of the Operating Committee regarding operational issues shall be final and binding.
- b) The Parties agree to follow the Dispute Resolution Process outlined in Schedule "F" for non-operational disputes.

17) APPLICABLE LAWS

This Agreement shall be governed by the laws of the Province of Alberta.

18) INTERPRETATION

- a) Words expressed in the singular shall, where the context requires, be construed in the plural, and vice versa.
- b) The insertion of headings and sub-headings is for convenience of reference only and shall not be construed so as to affect the interpretation or construction of this Agreement.

19) TIME OF THE ESSENCE

Time is to be considered of the essence of this Agreement and therefore, whenever in this Agreement either the Municipality or the Boards is required to do something by a particular date, the time for the doing of the particular thing shall only be amended by written agreement of the Municipality and the Boards.

20) NON-WAIVER

The waiver of any covenants, condition or provision hereof must be in writing. The failure of any Party, at any time, to require strict performance by the other Party of any covenant, condition or provision hereof shall in no way affect such Party's right thereafter to enforce such covenant, condition or provision, nor shall the waiver by any Party of any breach of any covenant, condition or provision hereof be taken or held to be a waiver of any subsequent breach of the same or any covenant, condition or provision.

21) NON-STATUTORY WAIVER

The Municipality in entering into this Agreement is doing so in its capacity as a municipal corporation and not in its capacity as a regulatory, statutory or approving body pursuant to any law of the Province of Alberta and nothing in this Agreement shall constitute the granting by the Municipality of any approval or permit as may be required pursuant to the *Municipal Government Act* and any other Act in force in the Province of Alberta. The Municipality, as far as it can legally do so, shall only be bound to comply with and carry out the terms and conditions stated in this Agreement, and nothing in this Agreement restricts the Municipality, its Council, its officers, servants or agents in the full exercise of any and all powers and duties vested in them in their respective capacities as a municipal government, as a municipal council and as the officers, servants and agents of a municipal government.

Each Board in entering into this Agreement is doing so in its capacity as a school board and not in its capacity as a regulatory, statutory or approving body pursuant to any law of the Province of Alberta and nothing in this Agreement shall constitute the granting by the Board of any approval or permit as may be required pursuant to the *Education Act* and any other Act in force in the Province of Alberta. The Board, as far as it can legally do so, shall only be bound to comply with and carry out the terms and conditions stated in this Agreement, and nothing in this Agreement restricts the Board, its Board of Trustees, its officers, servants or agents in the full exercise of any and all powers and duties vested in them in their respective capacities as a school board and as the officers, servants and agents of a school board.

22) SEVERABILITY

If any of the terms and conditions as contained in this Agreement are at any time during the continuance of this Agreement held by any Court of competent jurisdiction to be invalid or unenforceable in the manner contemplated herein, then such terms and conditions shall be severed from the rest of the said terms and conditions, and such severance shall not affect the enforceability of the remaining terms and conditions in accordance with the intent of these presents.

23) FORCE MAJEURE

- a) Force majeure shall mean any event causing a *bona fide* delay in the performance of any obligations under this Agreement (other than as a result of financial incapacity) and not caused by an act, or omission, of either party, or a person not at arm's length with such party, resulting from:
 - i) an inability to obtain materials, goods, equipment, services, utilities or labour;
 - ii) any statute, law, bylaw, regulation, order in Council, or order of any competent authority other than one of the parties;
 - iii) an inability to procure any license, permit, permission, or authority necessary for the performance of such obligations, after every reasonable effort has been made to do so;
 - iv) a strike, lockout, slowdown, or other combined action of works;
 - v) an act of god.
- b) No Party shall be liable to the other Parties for any failure to comply with the terms of this Agreement if such failure arises due to force majeure.

24) INSURANCE

In addition to any other form of insurance, as the Parties may reasonably require against risks, which a prudent owner under similar circumstances and risk would insure, the Parties shall at all times carry and continue to carry comprehensive general liability insurance in the amount of not less than FIVE MILLION (\$5,000,000) DOLLARS per occurrence in respect to bodily injury, personal injury or death, and when applicable, course of construction insurance in an amount to be determined based on the value of the anticipated construction project, as would be placed by a prudent contractor. The comprehensive general liability insurance shall have an endorsement for occurrence property damage, contingent employer's liability and broad form property damage. The insurance to be maintained by each Party herein shall list each of the other Parties as an additional named insured. The amount and type of insurance to be carried by the Parties pursuant to clause may be varied from time to time by written agreement of the Parties. The insurance carried by the Parties pursuant to this clause shall contain, where appropriate, a severability of interests' clause or a cross liability clause.

25) INDEMNIFICATION

Each Party (the "Indemnifying Party") to this Agreement shall indemnify and hold harmless the other Parties (the "Non-Indemnifying Parties"), their employees, servants, volunteers, and agents from any and all claims, actions and costs whatsoever that may arise directly or indirectly out of any act or omission of the Indemnifying Party, its employees, servants, volunteers or agents in the performance

and implementation of this Agreement, except for claims arising out of the sole negligence of one or more of the Non-Indemnifying Parties, its employees, servants, volunteers or agents.

26) NON-ASSIGNMENT OR TRANSFER

No Party may assign, pledge, mortgage or otherwise encumber its interest under this Agreement without the prior written consent of the other Parties hereto, which consent may be arbitrarily withheld. Any assignment, pledge or encumbrance contrary to the provisions hereof is void.

27) SUCCESSORS

The terms and conditions contained in this Agreement shall extend to and be binding upon the respective heirs, executors, administrators, successors and assigns of the Municipality and the Boards.

28) NOTICES

All and any required written notices in the performance and implementation of this Agreement shall be directed to the CAO and the Superintendents using the mailing address for their respective offices as shown below:

Lethbridge County
#100, 905-4th Avenue South
Lethbridge, Alberta, T1J 4E4

Palliser School Division
101, 3305-18 Avenue North
Lethbridge, AB, T1H 5S1

Email notification to the CAO or each Superintendent may also be used to provide written notices required or described in this Agreement.

IN WITNESS WHEREOF the Parties execute this Agreement by the hands of their respective, duly authorized signatories:

LETHBRIDGE COUNTY

REEVE

PALLISER SCHOOL DIVISION

DocuSigned by:

DCD83D8D985D5483...
Lorelei Bexte, CHAIR

DocuSigned by:

005C388A44A5478...
Dexter Durfey, SECRETARY/TREASURER

Schedule "A" – Municipal Facilities Available for Joint Use

Name of Facility	Legal Description of Parcel(s) Containing Facility	Description of Facility and Amenities
Hamlet of Turin Baseball Diamond and Park	Lot 15, Block 3, Plan 104DS	1 ball diamond and playground

Schedule “B”– School Board Facilities Available for Joint Use

(use separate schedule for each school board)

Name of School	Legal Description of Parcel(s) Containing School	Description of Facility and Amenities
Huntsville School	Lot 1, Block 1, Plan 9412005 in Lethbridge County adjacent to the Hamlet of Iron Springs	8 classrooms and one gym (350m ² -400m ²)
Sunnyside Elementary School	Block A, Plan 6750GN in Lethbridge County	6 classrooms and one gym (400m ² – 500m ²)

Unless specifically noted otherwise, Joint Use Space shall only include gymnasiums and regular classrooms. Library space, music rooms, drama rooms, technology rooms and other specialized classrooms shall not be included as Joint Use Space unless listed in the table above.

Schedule “C” – Joint Use Times

Facility Type	Available Times
Huntsville School	Monday through Friday between 16:30 and 21:00 and Saturdays between 08:00 and 17:00
Sunnyside Elementary School	Monday through Friday between 18:30 and 21:00 and Saturdays between 08:00 and 17:00
Playing Fields and Playgrounds for School Use	Monday through Friday between 08:00 and 17:00
Playing Fields on Board Property for Non-School Use	Monday through Friday between 17:00 and 21:00 and Saturdays and Sundays between 07:00 and 21:00

School Buildings shall not be available on Sundays, or during Statutory Holidays, School breaks (including the months of July and August), District closures and annual maintenance shutdowns. Board use of Municipal Facilities is limited to Monday through Friday between September and June inclusively.

Community use of School Facilities on Sundays and outside of Joint Use Hours may be considered through special request.

School use of Municipal Facilities during July and August for Summer School Sessions shall be considered based upon the availability of the facility.

From time to time it is understood the Schools will be unavailable due to them becoming polling stations for provincial or federal elections.

Schedule “D” – Operating Guidelines for Joint Use Space

User Group Eligibility

To be eligible to use a Joint Use Space in a School, a user group must:

- Provide a current membership roster to the Facility Scheduling Coordinator
- Satisfy the Facility Scheduling Coordinator that at least seventy-five (75) percent of the members of the group or participants are residents of the Municipality or another Municipality served by the School Board that owns the facility to be booked
- Engage in activities that are recreational, cultural or educational in nature
- If it is a political group, be a locally based affiliate of a registered provincial or federal party or be for the purpose of local government
- Be non-profit
- Undertake, in writing, to have their members and participants uphold the rules and regulations of these Operating Guidelines

To be eligible to use a Municipal Facility that is a Joint Use Space, a User Group must be affiliated with a school or a program or event offered by a school that is located within the geographic boundary of the Municipality and their Board must be party to this agreement.

A User Group may be barred from using Joint Use Space if:

- The group has failed to pay fees related to the group’s prior use of any Joint Use Space
- The group has failed to provide the required insurance
- The group has failed to pay for damages which occurred as a result of the group’s prior use of any Joint Use Space
- The past conduct of the group, or members of the group or invited participants, during the use of Joint Use Space was, in the opinion of the Principal, Facility Manager, or Facility Scheduling Coordinator inappropriate, or not in keeping with the rules and regulations of the Joint Use Space that was booked, or, if repeated, would be likely to cause damage to the Joint Use Space

In the case of a School, any user group that is barred from the use of Joint Use Space may appeal the decision first to the Principal’s Superintendent and thereafter to the appropriate Board. In the case of a Municipal Facility, a barred User Group may appeal first to the CAO and thereafter to Council.

Insurance Coverage

In addition to any other form of insurance a User Group may reasonably require for risks against which a prudent user under similar circumstances and risk would insure, a User Group shall be required to carry General Liability Insurance naming the Municipality and the Board in whose building or on whose land they are conducting their activities as additional insureds.

The minimum insurance requirement shall be \$4 Million.

Booking Joint Use Space

Booking the use of Joint Use Space within Schools by User Groups shall be made through the Facility Scheduling Coordinator for the respective Board.

Booking School use of Municipal Facilities identified as Joint Use Space shall be made through the Municipality’s Facility Scheduling Coordinator.

Cancellation of Bookings

A booking for use of Joint Use Space within a School may be cancelled at any time by the School principal. The principal shall provide as much notice as reasonably possible to the Facility Scheduling Coordinator of the cancellation. The Facility Scheduling Coordinator shall notify the scheduled User Group.

A User Group may cancel their booking for the use of Joint Use Space within a School at any time with notice to the Facility Scheduling Coordinator of the respective Board.

A booking for use of Joint Use Space within Municipal Facilities may be cancelled at any time by the Facility Scheduling Coordinator. The Facility Scheduling Coordinator shall provide as much notice as reasonably possible to the scheduled User Group.

A User Group may cancel their booking for the use of Joint Use Space within Municipal Facilities at any time with notice to the Facility Scheduling Coordinator.

If the scheduled use required specially trained or technical staff to be available, the User Group may still be charged for such services if the cancellation is made by the User Group less than seventy-two (72) hours before the scheduled booking.

Fees for Joint Use Space

Fees charged to any Party to this Agreement or to any User Group for the use of Joint Use Space within Joint Use Hours shall be limited to:

- The use of specialized equipment
- The provision of specially trained or technical staff (e.g. swimming lesson instructors, lifeguards, theatre technicians, computer lab technicians) necessary for the use of the Joint Use Space
- Any additional janitorial or custodial services related to the use of the Joint Use Space
- The provision of supervisory staff or hosts related to the use of the Joint Use Space

Equipment

The right to use Joint Use Space includes the right to, within a gymnasium space, make use of badminton and volleyball posts and basketball hoops. The right to use Joint Use Space does not include the right to use score clocks or other specialized equipment. Any and all equipment required by a User Group must be requested at the time of booking.

Custodial Responsibility and Building/Facility Maintenance Responsibility

The respective School Board shall be responsible for custodial and janitorial services and building/facility maintenance for any Joint Use Space owned by that Board.

The Municipality shall be responsible for custodial and janitorial services and building/facility maintenance for any Joint Use Space owned by the Municipality.

Damages to Joint Use Space

For Joint Use Space in a School, the Municipality shall be responsible for the recovery of costs to repair damage that occurred in Joint Use Space during the use of that space by a User Group that is not affiliated with the respective Board that owns the facility that was damaged.

For Joint Use Space in a Municipal Facility, each Board shall be responsible for damage occurring in Joint Use Space during the use of that space by their respective Schools.

Playing Fields and Playgrounds

For the purposes of this section, the following definitions shall apply:

“Playfield or Playing Field” means a designated outdoor playing area designed for various sports and includes rectangular turf fields and ball diamonds.

“Playfield Maintenance” means the regular mowing, fertilizing and lining of playfields.

“Playground” means an area designed for outdoor play or recreation, especially by children, and often containing recreational equipment such as slides and swings.

“Refurbishment” means to aerate, top dress and over seed taking the playfield off line for a 12 month period.

“Re-development” means the stripping and grading of the playfield to reshape the grade and/or the complete replacement of the top soil, finished surface (seed/sod/shale) and the replacing of goal posts or back fields. Redevelopment would anticipate the closure of the playfield for up to two years.

Maintenance of playing fields on Municipal lands shall be the responsibility of the Municipality and maintenance of playing fields on School lands shall be the responsibility of the respective Board. The Parties agree to ensure that field markings are in place at the commencement of the spring/summer season.

Each Party shall perform regular assessments on playfield conditions to determine short term and long term maintenance, or as appropriate, refurbishment required for each playfield. The Parties shall advise each other of any major refurbishment or redevelopment of playfields.

Each Party shall be responsible for the development of playing fields, including the construction of soccer pitches and softball or baseball diamonds, located on their respective lands.

Upgrades to playing fields located on Municipal lands that are desired or required by a Board shall be the responsibility of the Board. All costs of such upgrades shall be paid by the Board requiring the upgrade. If a playing field has been upgraded by a Board, the responsibility for maintaining that playing field shall pass to the Board and all costs of maintaining the upgraded playing field shall be paid by the Board.

Maintenance of playgrounds shall be the responsibility of the Party upon whose lands the playground is located. Maintenance of playgrounds does not include or guarantee replacement of the playground.

Despite the identity of the Party that funded or installed a playground, the Party upon whose land it is located shall at all times have the right to remove the playground if ongoing maintenance of the playground is unwarranted due to safety concerns, or because of costs associated with ongoing maintenance. The replacement of the playground is at the sole discretion of the Party upon whose land it is located.

Schedule “E” – School Site Guidelines

The parameters contained in this Schedule shall be applied when planning future school sites in a Municipality’s Municipal Development Plan, Area Structure Plan or Concept Plan.

Size of Site

The size of school sites to be included in the Municipality’s plan shall be based on the types of schools needed over the long term and the grade configurations and minimum design for student capacity per school used by each Board.

For the Public Board the following guidelines apply:

School Type	Grade Configuration	Design Capacity (Number of Students)	Land for School Portion	Land for Playing Fields	Total Land Needed
Elementary	K-3, K-4, K-5	400 to 600	4 to 5 acres	6 to 7 acres	10 to 12 acres
Elementary/Middle	K-8	500 to 800	5 to 6 acres	7 to 8 acres	12 to 14 acres
Middle	6-8	500 to 600	5 to 6 acres	7 to 8 acres	12 to 14 acres
Junior/Senior High	7-12	500 to 800	6 to 7 acres	7 to 8 acres	13 to 15 acres
High School	10-12	400 to 1000	7 to 8 acres	13 to 14 acres	20 to 22 acres
K to 12 School	K-12	600 to 800	6 to 7 acres	7 to 8 acres	13 to 15 acres

For the Catholic Board the following guidelines apply:

School Type	Grade Configuration	Design Capacity (Number of Students)	Land for School Portion	Land for Playing Fields	Total Land Needed
Elementary	K-3, K-4, K-5	400 to 600	4 to 5 acres	6 to 7 acres	10 to 12 acres
Elementary/Middle	K-8	500 to 800	5 to 6 acres	7 to 8 acres	12 to 14 acres
Middle	6-8	500 to 600	5 to 6 acres	7 to 8 acres	12 to 14 acres
Junior/Senior High	7-12	500 to 800	6 to 7 acres	7 to 8 acres	13 to 15 acres
High School	10-12	400 to 1000	7 to 8 acres	13 to 14 acres	20 to 22 acres
K to 12 School	K-12	600 to 800	6 to 7 acres	7 to 8 acres	13 to 15 acres

The acreage guidelines outlined in the tables above are approximate acreages. The land required may vary depending on site configuration, topography, natural vegetation, special site conditions, or shared facilities adjacent to the school site.

Each school site shall be of adequate size to meet the initial and future expansion needs of the school.

Where possible, school sites shall be located across quarter section lines to make use of reserve dedication from two quarter sections to create a larger, shared site for two schools. For example, two elementary schools may share a set of playing fields requiring a total site area of 15 to 18 acres rather than 20 to 24 acres for two separate sites.

Where possible sites for high schools shall be created using reserve dedication; however, acquisition of additional land will likely be needed to create the size of site required. In these circumstances, a separate agreement shall be negotiated between the Parties involved in the acquisition of the site.

Site Shape and Configuration

Each school site shall have a core area that is generally rectangular in shape with proportions of 2 to 3 units of width and 3 to 5 units of length (e.g. 160m width and 240m length). The core area must account for 80 to 90 percent of the total site area.

Site shapes that consist of curves, triangular areas or narrow spaces shall be avoided.

Frontage along a Public Street

Where possible, each school site shall have frontage along two public streets that intersect at a corner of the site.

Where frontage along only one public street is available, it shall be a continuous frontage along the entire length of one side of the site.

Accessible to Several Modes of Travel

Each school site shall be located on a road capable of accommodating school bus traffic and private automobile traffic related to the school.

Each school site shall have onsite pedestrian connections and connections to any pedestrian network linking the site to surrounding community.

Each site shall accommodate bicycle access and on-site bicycle parking facilities.

Site Topography and Soil Conditions

Each school site shall have geo-technical and topographic conditions that are suitable for the construction of a large building. This includes suitable soil conditions for foundations, no known contaminants and generally level terrain.

Flexibility for Design

Each school site shall not be encumbered with utilities and utility rights of way that divide the site or otherwise reduce the options for the placement of buildings and improvements.

No storm water management ponds shall be incorporated into the school site or the playing fields adjacent to a school.

Access to Services

Each school site shall be located where access to a sewage collection and disposal system, water system, storm drainage services and three phase power is available or can be made available.

Schedule "F" – Dispute Resolution Process

Step 1: Notice of Dispute

1. When any Party believes there is a dispute under this Agreement and wishes to engage in dispute resolution, the Party alleging the dispute must give written notice of the matter(s) under dispute to the other Parties.
2. During a dispute, the Parties must continue to perform their obligations under this Agreement.

Step 2: Negotiation

3. Within 14 calendar days after the notice of dispute is given, each Party must appoint representatives to the Governing Committee to participate in one or more meetings, in person or by electronic means, to attempt to negotiate a resolution of the dispute.
4. Each Party shall identify the appropriate representatives who are knowledgeable about the issue(s) under dispute and the representatives shall work to find a mutually acceptable solution through negotiation. In preparing for negotiations, the Parties shall also clarify their expectations related to the process and schedule of meetings, addressing media inquiries, and the need to obtain Council and Board ratification of any resolution that is proposed.
5. Representatives shall negotiate in good faith and shall work together, combining their resources, originality and expertise to find solutions. Representatives shall attempt to craft a solution to the identified issue(s) by seeking to advance the interests of all Parties. Representatives shall fully explore the issue with a view to seeking an outcome that accommodates, rather than compromises, the interests of all concerned.

Step 3: Mediation

6. In the event that negotiation does not successfully resolve the dispute, the Parties agree to attempt mediation. The representatives must appoint a mutually acceptable mediator to attempt to resolve the dispute by mediation, within 14 calendar days of one Party's indication that negotiation has not resolved matters, nor be likely to. The Party giving such notice shall include the names of three mediators. The recipient Party(ies) shall select one name from the short list and advise the other Party(ies) of their selection within 10 calendar days of receipt of the list. The Parties shall thereafter co-operate in engaging the selected mediator in a timely manner.
7. The Party that initiated the dispute resolution process, must provide the mediator with an outline of the dispute and any agreed statement of facts within 14 calendar days of the

mediator's engagement. The Parties must give the mediator access to all records, documents and information that the mediator may reasonably request.

8. The mediator shall be responsible for the governance of the mediation process. The Parties must meet with the mediator at such reasonable times as may be required and must, through the intervention of the mediator, negotiate in good faith to resolve their dispute. Time shall remain of the essence in pursuing mediation, and mediation shall not exceed ninety (90) calendar days from the date the mediator is engaged, without further written agreement of the parties.
9. All proceedings involving a mediator are without prejudice, and, unless the Parties agree otherwise, the cost of the mediator must be shared equally between the Parties.
10. If a resolution is reached through mediation, the mediator shall provide a report documenting the nature and terms of the agreement and solutions that have been reached. The mediator report will be provided to each Party.
11. If after ninety (90) calendar days from engagement of the mediator, or longer as agreed in writing by the Parties, resolution has not been reached, the mediator shall provide a report to the Parties detailing the nature of apparent impasse and/or consensus.

Step 4: Arbitration

12. In the event that Mediation does not successfully resolve the dispute, the Parties agree to move to Arbitration within 30 calendar days of receipt of the mediator's report, including appointing an arbitrator within that time. If the representatives can agree upon a mutually acceptable arbitrator, arbitration shall proceed using that arbitrator. If the representatives cannot agree on a mutually acceptable arbitrator, each Party shall produce a list of three candidate arbitrators. In the event there is agreement on an arbitrator evident from the candidate lists, arbitration shall proceed using that arbitrator.
13. If the representatives cannot agree on an arbitrator, the Party that initiated the dispute resolution process must forward a request to the Minister of Education to appoint an arbitrator within 30 calendar days of the expiry of the time period in clause 12. Should the Minister of Education agree to appoint an arbitrator, the Parties agree to proceed using that arbitrator. Should the Minister of Education decline to appoint an arbitrator, then a request to appoint an arbitrator shall be made to the Court of Queen's Bench.
14. Where arbitration is used to resolve a dispute, the arbitration and arbitrator's powers, duties, functions, practices and procedures shall be the same as those in the *Arbitration Act*.
15. Subject to an order of the arbitrator or an agreement by the Parties, the costs of the arbitrator and arbitration process must be shared equally between the Parties.

JOINT USE AND PLANNING AGREEMENT

THIS AGREEMENT made this 23 day of June, 2023

BETWEEN:

LETHBRIDGE COUNTY

AND

WESTWIND SCHOOL DIVISION

WHEREAS:

The *Municipal Government Act* and the *Education Act* require a municipality and any school board operating within the boundaries of the municipality to enter into and maintain a joint use and planning agreement; and

It is the responsibility of the municipality to plan, develop, operate and maintain park and recreational land and facilities within the boundaries of the municipality for recreational purposes and to organize and administer public recreational programs; and

It is the responsibility of each of the school boards to develop and deliver educational programs and to provide the necessary facilities and sites for these programs; and

The joint use of municipal facilities and school board facilities is an important tool in providing educational, cultural and recreational opportunities for residents in a manner that reduces or eliminates the need to duplicate facilities thereby making the most effective use of the limited economic resources of the municipality and school boards; and

The *Municipal Government Act* allows the municipality to obtain municipal reserve, school reserve or municipal and school reserve as lands within the municipality are subdivided to meet the open space and site needs of the municipality and school boards; and

The *Municipal Government Act* and the *Education Act* require that a joint use and planning agreement address matters relating to the acquisition, servicing, development, use, transfer and disposal of municipal reserve, school reserve and municipal and school reserve lands;

NOW THEREFORE IN CONSIDERATION of their mutual commitment to the joint use of facilities and planning of municipal reserve, school reserve and municipal and school reserve lands the parties agree as follows:

1) DEFINITIONS

In this Agreement, the following terms shall be interpreted as having the following meanings:

- a) "Agreement" means this Agreement, as amended from time to time, and any Schedules which are attached hereto and which also may be amended from time to time.
- b) "Arbitration Act" means the Arbitration Act, Revised Statutes of Alberta 2000, Chapter A-43, and any regulations made thereunder, as amended from time to time.
- c) "Area Structure Plan" means an area structure plan adopted pursuant to the *Municipal Government Act* and providing direction for land uses for a defined area within the Municipality.
- d) "Boards" means the Catholic Board and Public Board collectively.
- e) "Calendar Day" means any one of the seven (7) days in a week.
- f) "CAO" means the Chief Administrative Officer of the Municipality.
- g) "Community Use" means use by members of the general public and not a User Group.
- h) "Council" means the municipal council of the Municipality of Lethbridge County.
- i) "Education Act" means the Education Act, Revised Statutes of Alberta 2012, Chapter E-0.3, and any regulations made thereunder, as amended from time to time.
- j) "Effective Date" means February 1, 2023.
- k) "Hazardous Substance(s)" means the same as hazardous substance defined in the *Environmental Protection and Enhancement Act*, Revised Statutes of Alberta 2000, Chapter E-12, and any regulations thereunder, as amended.
- l) "Joint Use Space" means those portions of a Municipal Facility or School that is available for booking by the Parties or User Groups or for Community Use.
- m) "Municipality" means the municipal corporation of Lethbridge County, its predecessor, or, where the context so requires, the area contained within the boundaries of the Municipality.
- n) "Municipal Development Plan" means a municipal development plan adopted pursuant to the *Municipal Government Act* and providing direction for future land uses within the Municipality.
- o) "Municipal Facility" means a park, playground, playing field, building or part of a building owned, maintained and operated by the Municipality.

- p) "Municipal Government Act" means the *Municipal Government Act*, Revised Statutes of Alberta 2000, Chapter M-26, and any regulations made thereunder, as amended from time to time.
- q) "Operating Committee" means the committee which is comprised of the CAO and Superintendents as established under this Agreement.
- r) "Parties" means the entities signing this Agreement collectively and Party shall mean one (1) of the signatories.
- s) "Public Board" means Westwind School Division and any successor board or authority.
- t) "Reserve Land" means municipal reserve, school reserve, or municipal and school reserve, as defined in the *Municipal Government Act*.
- u) "School" means a building which is designed to accommodate students for instructional or educational purposes that is owned or controlled by a Board.
- v) "School Portion" means the portion of Reserve Land identified for transfer to a Board that includes the school building footprint, any parking, loading or drop off facilities, any landscaped yards around the building, land for a playground equipment site, and land needed for future expansion of the school building based on the ultimate design capacity of the school.
- w) "Superintendent" means the chief executive officer of one (1) of the Boards.
- x) "User Group" means any School or community group that fits within the eligibility criteria set out in the Operating Guidelines and books the use of Joint Use Space during Joint Use Hours.

2) SCHEDULES

The following is the list of Schedules to this Agreement:

Schedule "A" – School Site Planning Guidelines

Schedule "B" – Dispute Resolution Process

3) TERM, REVIEW AND AMENDMENT OF AGREEMENT

- a) This Agreement shall be in force and effect as of the Effective Date and shall continue to be in effect until such time as it is terminated by the Parties.

- b) The terms and conditions of this agreement shall be reviewed every ten (10) years with the first such review scheduled in 2033. The review shall be undertaken by the Operating Committee. Following the review, the Operating Committee shall advise the Parties in and how the agreement should be amended.
- c) Except as provided otherwise herein, this Agreement shall not be modified, varied or amended except by the written agreement of all of the Parties.

4) WITHDRAWAL AND TERMINATION

- a) No party to this Agreement shall unilaterally withdraw or terminate this Agreement.
- b) Where one or more Parties view this Agreement as no longer meeting their interests, they shall give all Parties written notice of their request to review and/or amend all or parts of this Agreement.
- c) If written notice requesting a review is received, all Parties shall commence a review of this Agreement within 30 calendar days of the date the last Party received the written notice and shall seek consensus on the updates and amendments.
- d) Until such time as an amended agreement or replacement agreement has been created and agreed upon by all Parties, the terms and conditions of this Agreement shall remain in effect.

5) PRINCIPLES

The Parties agree that in entering into this Agreement they are committing to the following Principles with respect to the joint use of municipal and school board facilities:

Respect for Autonomy - Each of the Parties is an independent, autonomous entity and has the right to determine which of their facilities shall be made available as Joint Use Space based on what the Boards and Municipal Council believe to be in the best interests of the people they serve.

Cooperation and Partnership - The Parties shall work together as partners, recognizing that the needs of the public for educational, cultural and recreational opportunities can best be achieved through a combination of their respective resources and by the Parties working in conjunction with each other.

Efficiency and Effectiveness - The joint use of Municipal Facilities and Schools is an important tool in providing a high standard of educational, cultural and recreational opportunities for residents in a

manner that reduces or eliminates the need to duplicate facilities thereby saving costs and making the most effective use of the limited economic resources of the Parties.

Fairness and Equity - The costs of providing joint use space are to be borne fairly and equitably by the Parties with the intent of keeping costs charged to the other Parties or public users of Joint Use Space to a minimum.

Transparency and Openness - The Parties shall make available to each other such information as is necessary to make this agreement successful.

6) CONSULTATION WITH OTHER MUNICIPALITIES

- a) In lieu of a single agreement involving participation by all of the municipalities in which the Boards operate, the Parties agree to consult and involve other municipalities that are served by the same Board or Boards on an issue by issue basis as needed to share access to the Schools and to plan for and acquire future School sites. One or more separate agreements between the Parties and these other municipalities may be created as needed.
- b) When consultation with one or more municipalities that are not Party to this agreement is required, the consultations shall begin with a meeting, held in person or by electronic means, of the members of the Operating Committee and the equivalent or similar committee established between the Board(s) and the other municipalities.

7) MEETING OF COUNCIL AND BOARDS

- a) Council of the Municipality and the members of the Boards shall meet as required to discuss issues of mutual interest.
- b) Each meeting shall be chaired by the Mayor or the Chairperson of one of the Boards on a rotational basis. Secretarial support shall be arranged for the meeting by the Party that is chairing that meeting.
- c) Any Party can submit an item to be included on the agenda for the meeting provided it is given to the Party chairing the meeting at least 5 calendar days prior to the date of the meeting.
- d) Minutes shall be kept for all meetings of Council and the Boards. Copies of the minutes of a meeting shall be provided to all Parties within 14 calendar days of the date of the meeting.

8) OPERATING COMMITTEE

- a) The Operating Committee shall consist of the CAO (or designate) of the municipality and the Superintendents (or their designate) of each of the Boards.
- b) The Operating Committee shall oversee the operation of this Agreement.
- c) The Parties agree that the Operating Committee shall meet on an as needed basis. The need to meet may be determined by any one of the Parties to this Agreement and the other Parties agree to meet within 30 calendar days of one of the other Parties indicating in writing their desire to meet.
- d) The meetings shall be chaired by the CAO or their designate. Secretarial support for each meeting shall be arranged by the CAO.
- e) The Operating Committee shall adopt such rules of procedure as may be agreed upon by its members.
- f) Minutes shall be kept for all meetings of the Operating Committee. Copies of the minutes of the meetings shall be provided to all Parties.
- g) Members of the Operating Committee may bring to the meetings of the Operating Committee additional staff from the Municipality and/or the Boards or resource personnel, as necessary, to provide assistance to the members of the Operating Committee in the carrying out of their responsibilities under this Agreement.
- h) The Operating Committee may delegate any of its responsibilities to a subcommittee or subcommittees.

9) JOINT USE SPACE

The Parties hereby acknowledge that there is no Joint Use Space owned or operated by any of the Parties to this Agreement to be made available to one of the other Parties.

10) ACQUISITION AND ALLOCATION OF FUTURE SCHOOL SITES

- a) The Boards shall communicate their need to construct a new school that is to be located within the Municipality or intended to serve residents of the Municipality, to the Municipality as early as possible.

- b) The decision of where and when to propose construction of a new school and the identification of the area to be served by that school shall be at the sole discretion of the respective Board.
- c) Where construction of a school that will serve two or more Municipalities is proposed, the Board shall notify all of the involved Municipalities to enable early consultation on the availability and acquisition of a site.
- d) The Municipality shall, to the best of their ability given the constraints of the *Municipal Government Act*, the evolving nature of information as to the needs of the Parties, and the demographics of the community, plan for a sufficient number of school sites to meet the anticipated needs of the Boards.
- e) The Municipality shall use their Municipal Development Plan to identify the number, general size and location of existing and future school sites.
- f) In determining the number, location and size of school sites to be identified, the Municipality shall follow the School Site Planning Guidelines outlined in Schedule "A". The number of school sites to be identified shall be based on the existing and projected future number of students that will reside in the area covered by the Municipal Development Plan, Area Structure Plan or Concept Plan once the area is fully developed and based on the best information available at the time that the Plan is prepared or amended.
- g) There shall be no pre-allocation of School sites to each Board nor shall School sites be identified as available to only one Board in the Municipal Development Plan, Area Structure Plan or Concept Plan.
- h) Allocation of an available school site shall be made by the Operating Committee once the need to construct a new school has been identified. If construction on an allocated site has not commenced within three (3) years of the site being allocated to a Board, the site shall be considered available for allocation to another Board.
- i) If there are competing claims between two (2) or more Boards for one available school site, the Boards shall, at their own cost, resolve the question of site allocation between themselves using, if necessary, the Dispute Resolution Process described in Schedule "B".
- j) The Municipality shall use its ability under the *Municipal Government Act* to require Reserve Land to be dedicated as lands within the Municipality are subdivided to provide School sites in accordance with the Municipal Development Plan or Area Structure Plan or Concept Plan. The Municipality shall not be obligated to acquire lands for School sites using any other resources at the Municipality's disposal. The decision to commit the use other resources at its disposal to acquire a School site shall be at the sole discretion of the Municipality.

- k) The Boards acknowledge that Reserve Land dedication at the time of subdivision is also used to address the open space needs of the Municipality.
- l) The Municipality may collect money-in-lieu of land dedication at time of subdivision in accordance with the policies of the Municipality. All money-in-lieu of land dedication shall be paid to the Municipality. All money-in-lieu of land dedication shall be allocated as allowed under the *Municipal Government Act* at the sole discretion of the Municipality.
- m) In the event that a School site is required prior to a planned site being created through the subdivision process, the Municipality shall approach the owner of the land containing the planned School site about providing the site earlier than originally expected through a pre-dedication process. The Board requiring the School site may assist the Municipality; however, in all dealings with the owner(s) of the land, the Municipality shall be present and lead the discussions.

11) SERVICING AND DEVELOPMENT OF SCHOOL SITES

- a) All School sites shall be serviced to the property line prior to transfer to a Board.
- b) The services to be provided include, but are not limited to, water, wastewater, storm drainage, power, natural gas, telecommunications, roads and sidewalks.
- c) Where one or more services are not available at the property line of the School site, the Municipality shall provide the services subject to the legal and financial ability of the Municipality to do so.
- d) Offsite levies or any similar charges for municipal infrastructure shall not be charged against development on any School site. This restriction does not apply to capital costs that may be included in a utility rate structure for use of the utility.

12) FACILITY AND SITE SPECIFIC AGREEMENTS

- a) When two or more of the Parties decide to create a shared site and/or facility, a separate agreement shall be prepared specific to that site and/or facility.
- b) The agreement shall address:
 - i) The broad purpose and parameters of the partnership that is being created;
 - ii) The nature of the site and/or facilities that are involved;

- iii) The contributions to be made by each of the Parties;
- iv) Operating Guidelines and Operating Directives specific to the site and/or facility for ongoing operations;
- v) Capital cost and operating cost sharing arrangements and responsibilities between the Parties; and
- vi) A process for dissolving the partnership, disposing of the site or retiring the facility.

13) TRANSFER OF SCHOOL SITE

- a) All Reserve Land intended to accommodate a School shall initially be dedicated as municipal reserve and be owned by the Municipality.
- b) The Municipality shall only transfer the School Portion of Reserve Lands intended to accommodate a School to a Board.
- c) The School Portion shall be transferred to a Board once:
 - i) The Board has an identified need for the School site;
 - ii) The Board has approval of the funding for the design of the School on the site;
 - iii) The Board has applied for a development permit for the School and has submitted a site plan and building plans to the Municipality; and
 - iv) The School Portion has been or is in the process of being subdivided from the other Reserve Land for registration as school reserve with Land Titles.
- d) All costs associated with the transfer of the School Portion to a Board shall be paid by the Municipality. This shall include the costs of any required subdivision and registration of required plans and documents at Land Titles.

14) DISPOSAL OF UNNEEDED SCHOOL SITES

- a) If a Board concludes that it no longer requires Reserve Land that was previously transferred to it by the Municipality, the Parties shall meet, and the other Board(s) shall determine if they require that Reserve Land.

- b) If the Reserve Land is required by one of the other Board(s), the Reserve Land shall be transferred to that other Board. Any dispute between the Boards shall be resolved through the Dispute Resolution Process described in Schedule "B".
- c) In the event that the Reserve Land is not needed by any Board, the Board in possession of the Reserve Land shall first offer to transfer the Reserve Land back to the Municipality unless the Board is prohibited from so doing by the Education Act or other legislation
- d) The Municipality shall have one hundred and eighty (180) calendar days from the Board notifying the Municipality in writing of its intention to cease use of the Reserve Land to confirm whether it agrees to take back the Reserve Lands. The School Board shall provide to the Municipality all available information regarding the Reserve Land and facilities on the Reserve Land, including any potential presence and nature of any Hazardous Substances, at the time that the offer to the Municipality is made. The Municipality shall have the right to enter the Reserve Land and any facilities on the Reserve Land for the purposes of carrying out any required assessments, tests and studies.
- e) If the Municipality opts to acquire the Reserve Land, the Municipality shall take the Reserve Land as is, where is, including all buildings and improvements on the Reserve Land. The Reserve Land shall be transferred to the Municipality at no cost to the Municipality except for the cost of registering the transfer of land document.
- f) In the event that the Municipality elects not to assume ownership or the Board is prohibited from transferring the Reserve Land by the Education Act or other legislation, the Parties agree to meet and discuss alternative means of disposing of the site. This may include:
 - i) Redevelopment of the entire site for a different use that is compatible with existing and future uses on lands near the site, including any environmental remediation that may be required, or
 - ii) Subdividing the play fields or open space portion of the site from the School Portion to enable the Municipality to acquire the non-School Portion and sale of the School Portion.

15) DISPUTE RESOLUTION

- a) Operational issues shall be addressed initially by administrative staff of the respective facilities. In the event that the administrative staff is unable to resolve an operational issue then such issue shall be brought forward to the Operating Committee in a timely manner. The decision of the Operating Committee regarding operational issues shall be final and binding.

- b) The Parties agree to follow the Dispute Resolution Process outlined in Schedule “B” for non-operational disputes.

16) APPLICABLE LAWS

This Agreement shall be governed by the laws of the Province of Alberta.

17) INTERPRETATION

- a) Words expressed in the singular shall, where the context requires, be construed in the plural, and vice versa.
- b) The insertion of headings and sub-headings is for convenience of reference only and shall not be construed so as to affect the interpretation or construction of this Agreement.

18) TIME OF THE ESSENCE

Time is to be considered of the essence of this Agreement and therefore, whenever in this Agreement either the Municipality or the Boards is required to do something by a particular date, the time for the doing of the particular thing shall only be amended by written agreement of the Municipality and the Boards.

19) NON-WAIVER

The waiver of any covenants, condition or provision hereof must be in writing. The failure of any Party, at any time, to require strict performance by the other Party of any covenant, condition or provision hereof shall in no way affect such Party's right thereafter to enforce such covenant, condition or provision, nor shall the waiver by any Party of any breach of any covenant, condition or provision hereof be taken or held to be a waiver of any subsequent breach of the same or any covenant, condition or provision.

20) NON-STATUTORY WAIVER

The Municipality in entering into this Agreement is doing so in its capacity as a municipal corporation and not in its capacity as a regulatory, statutory or approving body pursuant to any law

of the Province of Alberta and nothing in this Agreement shall constitute the granting by the Municipality of any approval or permit as may be required pursuant to the *Municipal Government Act* and any other Act in force in the Province of Alberta. The Municipality, as far as it can legally do so, shall only be bound to comply with and carry out the terms and conditions stated in this Agreement, and nothing in this Agreement restricts the Municipality, its Council, its officers, servants or agents in the full exercise of any and all powers and duties vested in them in their respective capacities as a municipal government, as a municipal council and as the officers, servants and agents of a municipal government.

Each Board in entering into this Agreement is doing so in its capacity as a school board and not in its capacity as a regulatory, statutory or approving body pursuant to any law of the Province of Alberta and nothing in this Agreement shall constitute the granting by the Board of any approval or permit as may be required pursuant to the *Education Act* and any other Act in force in the Province of Alberta. The Board, as far as it can legally do so, shall only be bound to comply with and carry out the terms and conditions stated in this Agreement, and nothing in this Agreement restricts the Board, its Board of Trustees, its officers, servants or agents in the full exercise of any and all powers and duties vested in them in their respective capacities as a school board and as the officers, servants and agents of a school board.

21) SEVERABILITY

If any of the terms and conditions as contained in this Agreement are at any time during the continuance of this Agreement held by any Court of competent jurisdiction to be invalid or unenforceable in the manner contemplated herein, then such terms and conditions shall be severed from the rest of the said terms and conditions, and such severance shall not affect the enforceability of the remaining terms and conditions in accordance with the intent of these presents.

22) FORCE MAJEURE

- a) Force majeure shall mean any event causing a *bona fide* delay in the performance of any obligations under this Agreement (other than as a result of financial incapacity) and not caused by an act, or omission, of either party, or a person not at arm's length with such party, resulting from:
 - i) an inability to obtain materials, goods, equipment, services, utilities or labour;

- ii) any statute, law, bylaw, regulation, order in Council, or order of any competent authority other than one of the parties;
 - iii) an inability to procure any license, permit, permission, or authority necessary for the performance of such obligations, after every reasonable effort has been made to do so;
 - iv) a strike, lockout, slowdown, or other combined action of works;
 - v) an act of god.
- b) No Party shall be liable to the other Parties for any failure to comply with the terms of this Agreement if such failure arises due to force majeure.

23) INSURANCE

In addition to any other form of insurance, as the Parties may reasonably require against risks, which a prudent owner under similar circumstances and risk would insure, the Parties shall at all times carry and continue to carry comprehensive general liability insurance in the amount of not less than FIVE MILLION (\$5,000,000) DOLLARS per occurrence in respect to bodily injury, personal injury or death. The comprehensive general liability insurance shall have an endorsement for occurrence property damage, contingent employer's liability and broad form property damage. The insurance to be maintained by each Party herein shall list each of the other Parties as an additional named insured. The amount and type of insurance to be carried by the Parties pursuant to clause may be varied from time to time by written agreement of the Parties. The insurance carried by the Parties pursuant to this clause shall contain, where appropriate, a severability of interests' clause or a cross liability clause.

24) INDEMNIFICATION

Each Party (the "Indemnifying Party") to this Agreement shall indemnify and hold harmless the other Parties (the "Non-Indemnifying Parties"), their employees, servants, volunteers, and agents from any and all claims, actions and costs whatsoever that may arise directly or indirectly out of any act of omission of the Indemnifying Party, its employees, servants, volunteers or agents in the performance and implementation of this Agreement, except for claims arising out of the sole negligence of one or more of the Non-Indemnifying Parties, its employees, servants, volunteers or agents.

25) NON-ASSIGNMENT OR TRANSFER

No Party may assign, pledge, mortgage or otherwise encumber its interest under this Agreement without the prior written consent of the other Parties hereto, which consent may be arbitrarily withheld. Any assignment, pledge or encumbrance contrary to the provisions hereof is void.

26) SUCCESSORS

The terms and conditions contained in this Agreement shall extend to and be binding upon the respective heirs, executors, administrators, successors and assigns of the Municipality and the Boards.

27) NOTICES

All and any required written notices in the performance and implementation of this Agreement shall be directed to the CAO and the Superintendents using the mailing address for their respective offices as shown below:

Lethbridge County
#100, 905-4th Avenue South
Lethbridge, Alberta, T1J 4E4

Westwind School Division
PO Box 10
445 Main Street
Cardston, Alberta, T0K 0K0

Email notification to the CAO or each Superintendent may also be used to provide written notices required or described in this Agreement.

IN WITNESS WHEREOF the Parties execute this Agreement by the hands of their respective, duly authorized signatories:

LETHBRIDGE COUNTY

REEVE

Westwind School Division

Danen Magatrac

Schedule "A" – School Site Guidelines

The parameters contained in this Schedule shall be applied when planning future school sites in a Municipality’s Municipal Development Plan, Area Structure Plan or Concept Plan.

Size of Site

The size of school sites to be included in the Municipality’s plan shall be based on the types of schools needed over the long term and the grade configurations and minimum design for student capacity per school used by each Board.

For the Public Board the following guidelines apply:

School Type	Grade Configuration	Design Capacity (Number of Students)	Land for School Portion	Land for Playing Fields	Total Land Needed
Elementary	K-3, K-4, K-5	400 to 600	4 to 5 acres	6 to 7 acres	10 to 12 acres
Elementary/Middle	K-8	500 to 800	5 to 6 acres	7 to 8 acres	12 to 14 acres
Middle	6-8	500 to 600	5 to 6 acres	7 to 8 acres	12 to 14 acres
Junior/Senior High	7-12	500 to 800	6 to 7 acres	7 to 8 acres	13 to 15 acres
High School	10-12	400 to 1000	7 to 8 acres	13 to 14 acres	20 to 22 acres
K to 12 School	K-12	600 to 800	6 to 7 acres	7 to 8 acres	13 to 15 acres

For the Catholic Board the following guidelines apply:

School Type	Grade Configuration	Design Capacity (Number of Students)	Land for School Portion	Land for Playing Fields	Total Land Needed
Elementary	K-3, K-4, K-5	400 to 600	4 to 5 acres	6 to 7 acres	10 to 12 acres
Elementary/Middle	K-8	500 to 800	5 to 6 acres	7 to 8 acres	12 to 14 acres
Middle	6-8	500 to 600	5 to 6 acres	7 to 8 acres	12 to 14 acres
Junior/Senior High	7-12	500 to 800	6 to 7 acres	7 to 8 acres	13 to 15 acres
High School	10-12	400 to 1000	7 to 8 acres	13 to 14 acres	20 to 22 acres
K to 12 School	K-12	600 to 800	6 to 7 acres	7 to 8 acres	13 to 15 acres

The acreage guidelines outlined in the tables above are approximate acreages. The land required may vary depending on site configuration, topography, natural vegetation, special site conditions, or shared facilities adjacent to the school site.

Each school site shall be of adequate size to meet the initial and future expansion needs of the school.

Where possible, school sites shall be located across quarter section lines to make use of reserve dedication from two quarter sections to create a larger, shared site for two schools. For example, two elementary schools may share a set of playing fields requiring a total site area of 15 to 18 acres rather than 20 to 24 acres for two separate sites.

Where possible sites for high schools shall be created using reserve dedication; however, acquisition of additional land will likely be needed to create the size of site required. In these circumstances, a separate agreement shall be negotiated between the Parties involved in the acquisition of the site.

Site Shape and Configuration

Each school site shall have a core area that is generally rectangular in shape with proportions of 2 to 3 units of width and 3 to 5 units of length (e.g. 160m width and 240m length). The core area must account for 80 to 90 percent of the total site area.

Site shapes that consist of curves, triangular areas or narrow spaces shall be avoided.

Frontage along a Public Street

Where possible, each school site shall have frontage along two public streets that intersect at a corner of the site.

Where frontage along only one public street is available, it shall be a continuous frontage along the entire length of one side of the site.

Accessible to Several Modes of Travel

Each school site shall be located on a road capable of accommodating school bus traffic and private automobile traffic related to the school.

Each school site shall have onsite pedestrian connections and connections to any pedestrian network linking the site to surrounding community.

Each site shall accommodate bicycle access and on-site bicycle parking facilities.

Site Topography and Soil Conditions

Each school site shall have geo-technical and topographic conditions that are suitable for the construction of a large building. This includes suitable soil conditions for foundations, no known contaminants and generally level terrain.

Flexibility for Design

Each school site shall not be encumbered with utilities and utility rights of way that divide the site or otherwise reduce the options for the placement of buildings and improvements.

No storm water management ponds shall be incorporated into the school site or the playing fields adjacent to a school.

Access to Services

Each school site shall be located where access to a sewage collection and disposal system, water system, storm drainage services and three phase power is available or can be made available.

Schedule "B" – Dispute Resolution Process

Step 1: Notice of Dispute

1. When any Party believes there is a dispute under this Agreement and wishes to engage in dispute resolution, the Party alleging the dispute must give written notice of the matter(s) under dispute to the other Parties.
2. During a dispute, the Parties must continue to perform their obligations under this Agreement.

Step 2: Negotiation

3. Within 14 calendar days after the notice of dispute is given, each Party must appoint representatives to the Governing Committee to participate in one or more meetings, in person or by electronic means, to attempt to negotiate a resolution of the dispute.
4. Each Party shall identify the appropriate representatives who are knowledgeable about the issue(s) under dispute and the representatives shall work to find a mutually acceptable solution through negotiation. In preparing for negotiations, the Parties shall also clarify their expectations related to the process and schedule of meetings, addressing media inquiries, and the need to obtain Council and Board ratification of any resolution that is proposed.
5. Representatives shall negotiate in good faith and shall work together, combining their resources, originality and expertise to find solutions. Representatives shall attempt to craft a solution to the identified issue(s) by seeking to advance the interests of all Parties. Representatives shall fully explore the issue with a view to seeking an outcome that accommodates, rather than compromises, the interests of all concerned.

Step 3: Mediation

6. In the event that negotiation does not successfully resolve the dispute, the Parties agree to attempt mediation. The representatives must appoint a mutually acceptable mediator to attempt to resolve the dispute by mediation, within 14 calendar days of one Party's indication that negotiation has not resolved matters, nor be likely to. The Party giving such notice shall include the names of three mediators. The recipient Party(ies) shall select one name from the short list and advise the other Party(ies) of their selection within 10 calendar days of receipt of the list. The Parties shall thereafter co-operate in engaging the selected mediator in a timely manner.

7. The Party that initiated the dispute resolution process, must provide the mediator with an outline of the dispute and any agreed statement of facts within 14 calendar days of the mediator's engagement. The Parties must give the mediator access to all records, documents and information that the mediator may reasonably request.
8. The mediator shall be responsible for the governance of the mediation process. The Parties must meet with the mediator at such reasonable times as may be required and must, through the intervention of the mediator, negotiate in good faith to resolve their dispute. Time shall remain of the essence in pursuing mediation, and mediation shall not exceed ninety (90) calendar days from the date the mediator is engaged, without further written agreement of the parties.
9. All proceedings involving a mediator are without prejudice, and, unless the Parties agree otherwise, the cost of the mediator must be shared equally between the Parties.
10. If a resolution is reached through mediation, the mediator shall provide a report documenting the nature and terms of the agreement and solutions that have been reached. The mediator report will be provided to each Party.
11. If after ninety (90) calendar days from engagement of the mediator, or longer as agreed in writing by the Parties, resolution has not been reached, the mediator shall provide a report to the Parties detailing the nature of apparent impasse and/or consensus.

Step 4: Arbitration

12. In the event that Mediation does not successfully resolve the dispute, the Parties agree to move to Arbitration within 30 calendar days of receipt of the mediator's report, including appointing an arbitrator within that time. If the representatives can agree upon a mutually acceptable arbitrator, arbitration shall proceed using that arbitrator. If the representatives cannot agree on a mutually acceptable arbitrator, each Party shall produce a list of three candidate arbitrators. In the event there is agreement on an arbitrator evident from the candidate lists, arbitration shall proceed using that arbitrator.
13. If the representatives cannot agree on an arbitrator, the Party that initiated the dispute resolution process must forward a request to the Minister of Education to appoint an arbitrator within 30 calendar days of the expiry of the time period in clause 12. Should the Minister of Education agree to appoint an arbitrator, the Parties agree to proceed using that arbitrator. Should the Minister of Education decline to appoint an arbitrator, then a request to appoint an arbitrator shall be made to the Court of Queen's Bench.

14. Where arbitration is used to resolve a dispute, the arbitration and arbitrator's powers, duties, functions, practices and procedures shall be the same as those in the *Arbitration Act*.
15. Subject to an order of the arbitrator or an agreement by the Parties, the costs of the arbitrator and arbitration process must be shared equally between the Parties.

AGENDA ITEM REPORT



Title: Planning and Development Department - 2nd Quarter Report 2023
Meeting: Council Meeting - 03 Aug 2023
Department: Community Services
Report Author: Hilary Janzen

APPROVAL(S):

Larry Randle, Director of Community Services
Cole Beck, Chief Administrative Officer

Approved - 19 Jul 2023
Approved - 19 Jul 2023

STRATEGIC ALIGNMENT:



Governance



Relationships



Region



Prosperity

EXECUTIVE SUMMARY:

This is the 2nd Quarter Report for the Planning and Development Department.

RECOMMENDATION:

That County Council receive this report for Information.

REASON(S) FOR RECOMMENDATION(S):

This report is strictly to inform County Council on the activities of the Planning and Development Department.

PREVIOUS COUNCIL DIRECTION / POLICY:

The Planning and Development Department takes direction from the bylaws, policies, and strategic documents approved by County Council.

BACKGROUND INFORMATION:

Lethbridge County's Planning and Development Department takes direction from the Bylaws and guiding documents that have been approved by County Council including the Lethbridge County Municipal Development Plan, Intermunicipal Development Plans, Lethbridge County Land Use Bylaw, and Area Structure Plans. The Planning and Development Department manages the issuance of development permits, amendments and updates to the Land Use Bylaw, planning projects, intermunicipal relations and referrals, Road Closures and Licenses, land sales and leases and enforcement of the Land Use Bylaw, and other planning bylaw regulations.

In the 2nd quarter of 2023, along with day to day duties, the following items were undertaken:

- Started the review of the Land Use Bylaw - first workshop with County Council held May 30, 2023
- Partnering with the Town of Taber regarding the Rural Renewal Stream (Alberta Advantage Immigration Program)
- Commenced the transfer of land process for the pond in the Riverbrink Subdivision to the Riverbrink Water Users Co-op Ltd.

Development Authority

From January 1 to June 20, 2023, 136 development permit applications were received. This is an increase from 2022 when 111 development permit applications were submitted during the same period.

A total of 118 development permits were issued, 3 were refused, 1 was withdrawn, and 18 applications were under review in the 2nd quarter of 2023. This includes development permit applications made at the end of 2022. Of the permits that were issued, 28 were residential, 45 accessory (i.e. personal shops, sheds, garages, solar arrays), 17 commercial/industrial, 5 home occupations, 17 agriculture (farm shops, hay sheds), 1 sign, 2 institutional, and 3 miscellaneous.

A total of 17 compliance letters were issued.

8 land use bylaw complaints were received and investigated.

Building Permits

Between January 1 and June 30 2023 the following safety codes permit applications were issued:

- 56 Building Permits
- 207 Electrical Permits
- 70 Gas
- 47 Plumbing
- 7 private septic disposal systems

Subdivision Applications

County Council acting as the Subdivision Authority approved 18 subdivisions from January 1 to June 30, 2023.

Subdivision and Development Appeal Board

One development permit appeal was submitted in the 2nd quarter which was later withdrawn.

Bylaws

- Bylaw 22-021 - Green Prairie Road Closure - council has approved sending the road closure to Alberta Transportation (March 16, 2023)
- Bylaw 23-002 - Country Crossroads Estate Area Structure Plan - approved by County Council on June 1, 2023 as amended
- Bylaw 23-003 - Rezoning (in conjunction with Bylaw 23-002) - approved by County Council on June 1, 2023
- Bylaw 23-008 - Amendment to the Chinook Industrial Park Area Structure Plan - approved by County Council on May 4, 2023
- Bylaw 23-009 - Rezoning (in conjunction with Bylaw 23-008) - approved by County Council May 4, 2023
- Bylaw 23-012 - Turin Street and Lane Closure - council has approved sending the road closure to Alberta Transportation (June 1, 2023)

- Bylaw 23-014 - McCain Road Closure - council has approved sending the road closure to Alberta Transportation (July 6, 2023)
- Bylaw 23-018 - Rezoning (reconfiguration zoned in Iron Springs) - approved by County Council July 6, 2023
- Bylaw 23-019 - Groeneboom Road Closure - first reading approved July 6, 2023

Intermunicipal and External Agency Relations

- 14 Intermunicipal Referrals were reviewed and comments provided.
- 10 NRCB referrals have been reviewed and comments provided.

ALTERNATIVES / PROS / CONS:

Not Applicable

FINANCIAL IMPACT:

From January 1 to June 30 2023, the County received \$252,978.45 in revenue from Park Enterprises for the issuance of Safety Codes Permits. In the same period in 2022, the County received \$77,103.38 from the issuance of Safety Codes Permits. The dramatic increase in revenue this is directly due to the McCain expansion.

LEVEL OF PUBLIC PARTICIPATION:

Inform
 Consult
 Involve
 Collaborate
 Empower

AGENDA ITEM REPORT



Title: April-June 2023 Community Peace Officer Report
Meeting: Council Meeting - 03 Aug 2023
Department: Community Services
Report Author: David Entz

APPROVAL(S):

Larry Randle, Director of Community Services
Cole Beck, Chief Administrative Officer

Approved - 18 Jul 2023
Approved - 18 Jul 2023

STRATEGIC ALIGNMENT:



Governance



Relationships



Region



Prosperity

EXECUTIVE SUMMARY:

This report provides County Council with an overall summary of the County's CPO program for the months of April through June, 2023.

RECOMMENDATION:

No resolution is required.

REASON(S) FOR RECOMMENDATION(S):

No decision or resolution of Council is required as this report is for information purposes only.

PREVIOUS COUNCIL DIRECTION / POLICY:

County Council is presented the CPO quarterly report and provided the opportunity to ask questions.

BACKGROUND INFORMATION:

Lethbridge County has one full-time Community Peace Officer (CPO) who provides education and enforcement on a variety of Lethbridge County Bylaws. The CPO is also authorized to enforce the Traffic Safety Act and the regulation under the Act. The CPO is part of the Community Services Department and reports to the Department Director, Larry Randle.

The CPO has various duties that he performs on a regular basis, some of which are highlighted below.

- Continuously monitors and weighs commercial vehicles.
- Works closely with the Planning and Development Department and Public Works.
- Continual education and enforcement on pivot end guns watering the road, dog control, animal control and unsightly premises cleanup.

There were a total of 70 Case Reports created during this period which is comparable to the second quarter of 2022.

34 Highway Protection Bylaw Complaints	(Mostly pivot end guns)
13 Dog Control Bylaw	(Stray dogs or dogs running at large)
7 Traffic Complaints	(Off-Highway Vehicle or Motor Vehicle Collision)
11 Commercial Vehicle Inspections	

Challenge

Pivot end guns take up a majority of the CPO's time during the summer months. It is challenging to get full compliance from landowners to not water the road. Several violations for watering the road have been issued.

The CPO has established some key relationships with some landowners who have numerous pivots. The positive relationship has resulted in receiving very few complaints of these particular landowner's end guns. This ultimately has a positive effect on protecting the County's road net work.

Violation Tickets

The CPO does receive complaints of speeding, failing to obey traffic signs and overweight commercial trucks at various locations throughout the County. Two notorious locations for speeding are Township Road 9-2 by Stafford Lake Estates and TWP RD 9-4 between HWY 3 and HWY 25.

High speeds are a serious contributor to grievous injuries or death when involved in a motor vehicle collision. The CPO has detected four dangerous high speeds during this time period.

147 KPH in a 60 KPH zone
169 KPH in a 100 KPH zone
131 KPH in a 70 KPH zone
125 KPH in a 50 KPH zone

The seasonal road ban was in effect during this time period. The CPO detected commercial grain haulers blatantly ignoring two posted 75% road ban signage on TWP RD 10-2 west of HWY 23. The CPO issued a number of overweight violation tickets.

Positive feedback from local ratepayers is received regarding the role of the CPO.

Training.

The CPO attended the annual Alberta Municipal Enforcement Association Conference in Calgary and was also re-certificated on Baton OC and Use of Force as per the Peace Officer Policy.

The CPO also presented to County Staff on preventing encounters with an aggressive dog at the Lethbridge County Employee Safety Lunch & Training.

The CPO works a variety of early morning shifts, evening shifts and some weekends.

Joint Force Operations

Alberta Sheriffs
Ridge Regional Public Safety Services
RCMP

CVSA North American Standard Level 1 & 2 Inspections

11 inspections completed
8 failed the inspection
72 % failure rate

Notable Critical items found on inspections:

Under-inflated tires
Brakes out of adjustment
Emergency brakes on trailers not operative

RCMP Relationship

At times, the CPO requests the assistance of the RCMP. The RCMP has, and continues to support the CPO when called upon.

ALTERNATIVES / PROS / CONS:

This report is for information purposes only.

FINANCIAL IMPACT:

Revenue received from fines issued help offset the cost of the CPO program. There were \$60,079.00 of fines issued for this period of time by the CPO. Approximately 50% of this amount will be received by the County

LEVEL OF PUBLIC PARTICIPATION:

Inform Consult Involve Collaborate Empower

AGENDA ITEM REPORT



Title: Quarterly Financial Report - April - June 2023
Meeting: Council Meeting - 03 Aug 2023
Department: Finance and Administration
Report Author: Jennifer Place

APPROVAL(S):

Cole Beck, Chief Administrative Officer

Approved - 26 Jul 2023

STRATEGIC ALIGNMENT:



Governance



Relationships



Region



Prosperity

EXECUTIVE SUMMARY:

This is the financial report for the period ending June 30, 2023 for Lethbridge County.

RECOMMENDATION:

No resolution is required.

REASON(S) FOR RECOMMENDATION(S):

This report is for County Council information regarding the County's financial position as of June 30, 2023.

PREVIOUS COUNCIL DIRECTION / POLICY:

Financial reports are presented to Council throughout the year for information.

BACKGROUND INFORMATION:

Section 268.1 of the Municipal Government Act states:

A municipality must ensure that:

- (a) accurate records and accounts are kept of the municipality's financial affairs, including the things on which a municipality's debt limit is based and the things included in the definition of debt for that municipality;
- (b) the actual revenues and expenditures of the municipality compared with the estimates in the operating or capital budget approved by council are reported to council as often as council directs;
- (c) the revenues of the municipality are collected and controlled and receipts issued in a manner directed by council.

ALTERNATIVES / PROS / CONS:

N/A

FINANCIAL IMPACT:

N/A

LEVEL OF PUBLIC PARTICIPATION:

Inform Consult Involve Collaborate Empower

ATTACHMENTS:

[Financial Report ending June 30-23 Final](#)

Financial Report

Ending June 30, 2023



FISCAL YEAR 2023

Presented by:
Jennifer Place
Director of Finance & Administration

QUARTERLY FINANCIAL DASHBOARD to June 30-23

Total Revenue

\$8,156,012
 \$3,879,790
 Jan – Mar 2023

Total Expenses

\$16,598,178
 \$8,408,163
 Jan – Mar 2023



Total Accounts Payable

\$15,055,030
 \$7,502,1523
 Jan – March 2023

Investments

\$25,943,625
 As of March 2023
 \$25,939,982
 (includes M.R. GIC)

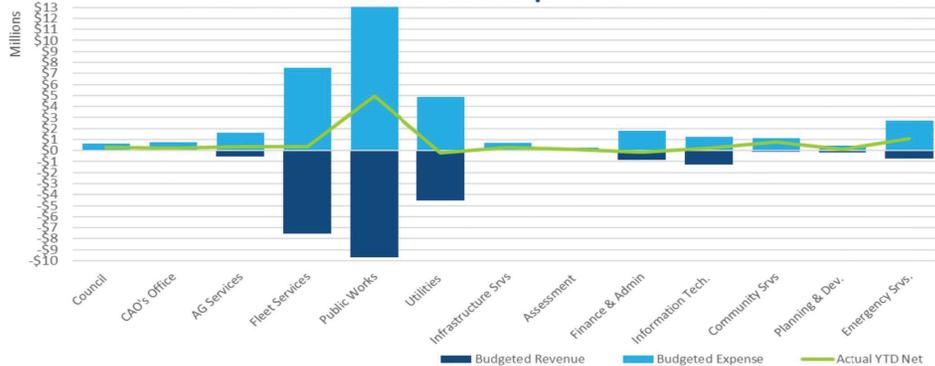
Cash at end of quarter

\$4,619,376
 As of Mar 31-23
 \$10,857,475
 (HISA acct funds included)

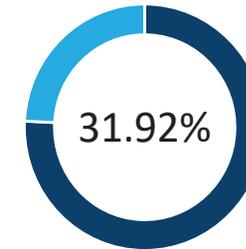
Total Accounts Receivable

\$2,734,069
 \$240,220
 Jan – March 2023

Revenues & Expenses

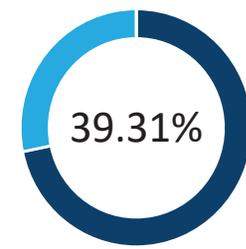


% of income Budget



Excluding Tax Support
 Budget 25,549,095
 YTD Balance 8,156,012

% of Expenses Budget



Budget 42,224,555
 YTD Balance 16,598,178

June 30, 2023 Financial Summary

CONSOLIDATED FINANCIAL SUMMARY

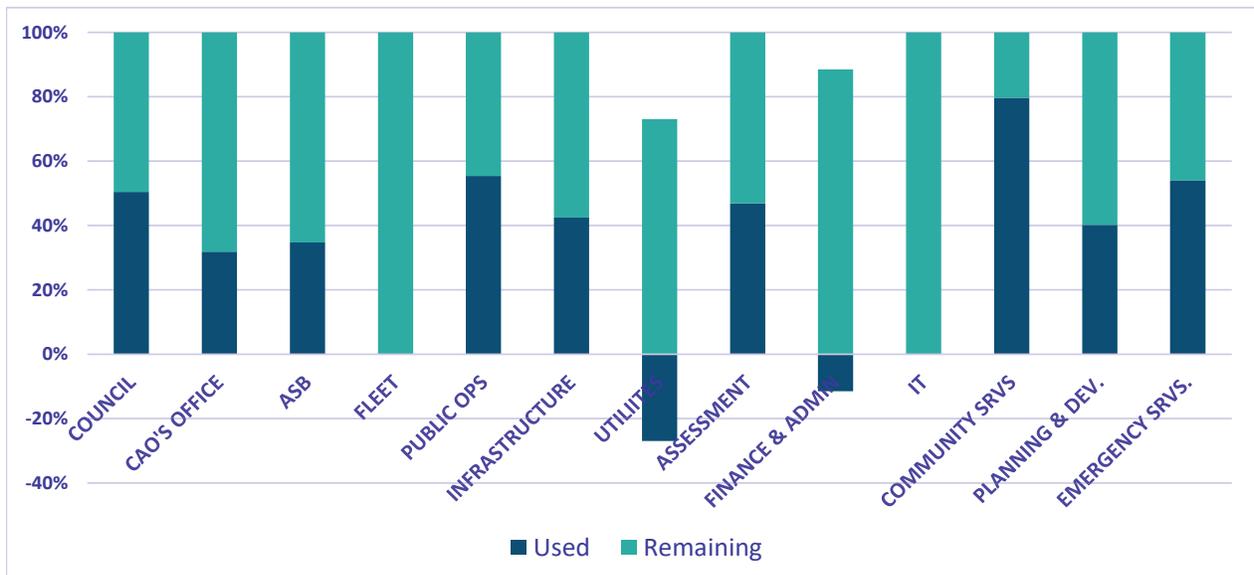
The below financial report is for the period ending June 30, 2023. The operational projection estimates for the second quarter remain conservative, as many of the activities are within their budgeted allocations at this time. As capital projects, road maintenance, construction and other related seasonal activities carry on, administration will continue to monitor budgets and watch for any significant surpluses or deficits.

Some noteworthy budget items to report are the increase in investment interest revenues. With the unanticipated but significant rate hikes that have been made to the Bank of Canada, as highlighted by Wood Gundy, the County has seen investments rates increase, therefore increasing interest earned creating a surplus in this area. The interest earned is applied back to the Capital Reserves for future infrastructure needs. A slight surplus has also been noted in AG Services at this time based on current actuals and dry weather, this number may change as summer progresses, dependent upon operational requirements.

A slight deficit has been noted within the CAO's Office budget due to recruitment and transitioning costs. As well, although a deficit is not reported as the Utility Department is self-funded, some unanticipated costs have been incurred related to desludging, as reported to Council in July, CCTV of Broxburn sanitary and consultant review of the Broxburn Wastewater Treatment Mound System.

As always, Administration will continue to monitor expenses as we move through the year and reports will continue to be brought forward to Council for their review.

The below chart shows the tax support funding used and remaining by department as of June 30, 2023.



Tax Support by Department

as of June 30, 2023

Department	Budget	Actual YTD	Projected	Surplus (Deficit)	%
Council	(602,545)	(303,960)	(602,545)	-	100.00%
CAO's Office	(740,435)	(235,744)	(765,435)	(25,000)	103.38%
Agricultural Services	(1,072,205) [▼]	(372,404)	(1,032,205)	40,000	96.27%
Fleet Services	-	(370,466)	-	-	N/A
Public Works	(8,982,455)	(4,978,556)	(8,982,455)	-	100.00%
Infrastructure Department	(618,610)	(262,513)	(618,610)	-	100.00%
Utilities	(327,925)	191,463	(327,925)	-	100.00%
Assessment & Taxation	(204,245)	(95,741)	(204,245)	-	100.00%
Finance & Administration	(928,970)	138,901	(453,970)	475,000	48.87%
IT	- [▼]	(210,582)	-	-	N/A
Community Services	(966,595)	(769,922)	(966,595)	-	100.00%
Planning & Development	(246,095)	(98,998)	(246,095)	-	100.00%
Emergency Services	(1,985,380)	(1,073,644)	(1,985,380)	-	100.00%
Tax Support	(16,675,460)	(8,442,166)	(16,185,460)	490,000	97.06%

Consolidated Financial Summary

Revenues	Budget	Actual YTD	Projected	Variance	%
Grants (Operating)	3,423,855	-	4,794,855	1,371,000	140.04%
Sales & User Charges	4,989,525	2,517,996	4,989,525	-	100.00%
Fines	95,000	43,212	95,000	-	100.00%
Penalties	225,000	546,226	600,000	375,000	266.67%
Rentals	188,190	144,503	188,190	-	100.00%
Return on Investments	300,000	311,258	400,000	100,000	133.33%
Other Revenue	7,381,025	3,428,500	7,381,025	-	100.00%
From Reserves	8,946,500	1,164,317	7,575,500	(1,371,000)	84.68%
Total Revenue	25,549,095	8,156,012	26,024,095	475,000	101.86%
Expenditures					
Operating / Projects	(48,804,255)	(12,526,972)	(48,789,255)	15,000	99.97%
To Reserves	(3,307,800)	-	(3,307,800)	-	100.00%
To Capital	9,887,500	(4,071,207)	9,887,500	-	0.00%
Total Expenditures	(42,224,555)	(16,598,178)	(42,209,555)	15,000	99.96%
Tax Support	(16,675,460)	(8,442,166)	(16,185,460)	490,000	97.06%

Statement of Operations and Capital*

as of June 30, 2023

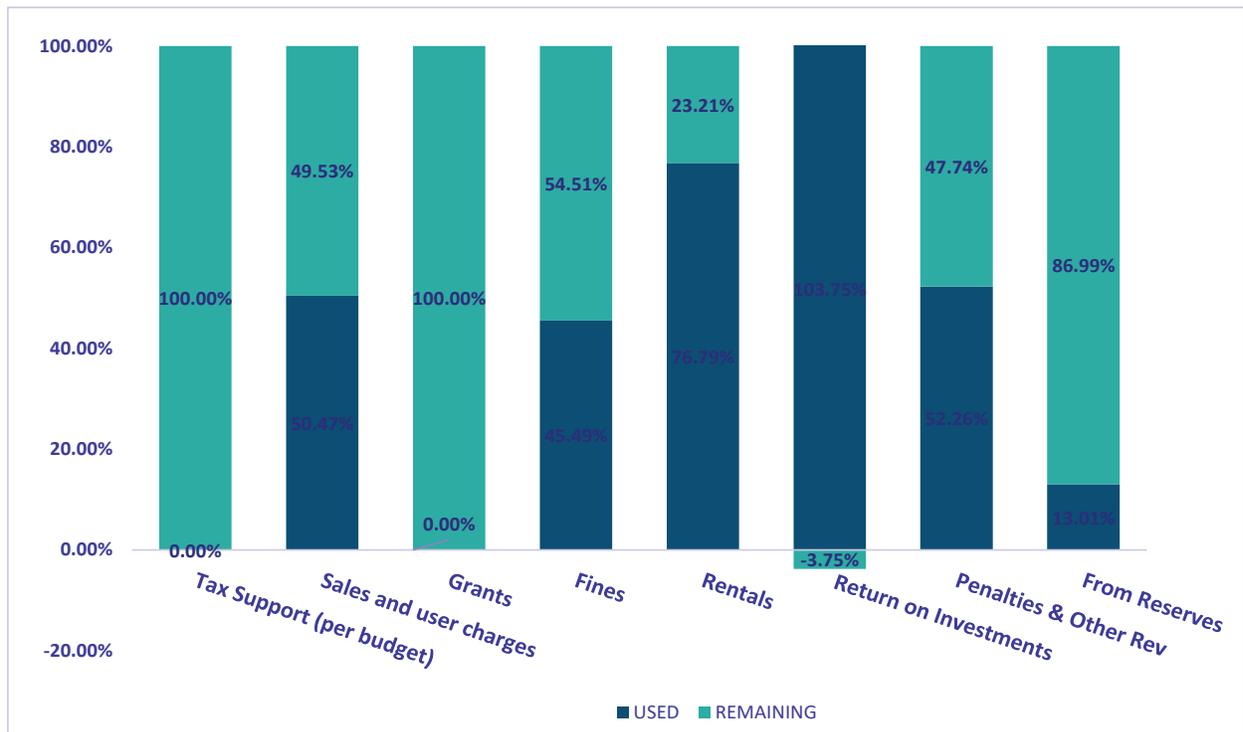
	2023 Budget	2023 Actual	Projected	
Revenue:				
Tax Support (per budget)	\$ 16,675,460	\$ -	\$ 16,675,460	0.00%
Sales and user charges	4,989,525	2,517,996	4,989,525	50.47%
Grants	3,423,855	-	4,794,855	0.00%
Fines	95,000	43,212	95,000	45.49%
Penalties and costs on taxes	225,000	546,226	600,000	242.77%
Rentals	188,190	144,503	188,190	76.79%
Return on Investments	300,000	311,258	400,000	103.75%
Other revenues	7,381,025	3,428,500	7,381,025	46.45%
From Reserves	8,946,500	1,164,317	7,575,500	13.01%
Total revenue	42,224,555	8,156,012	42,699,555	19.32%
Expenses:				
Council and other legislative	602,545	303,960	602,545	50.45%
General administration	5,464,010	2,856,904	5,489,010	52.29%
Fire services	2,486,940	1,223,578	2,486,940	49.20%
CPO Services	199,940	60,689	199,940	30.35%
PW - Roads, streets, walks and lighting	18,673,655	5,570,697	18,673,655	29.83%
Infrastructure	696,610	263,503	696,610	37.83%
Fleet services	7,524,635	3,854,433	7,524,635	51.22%
(UT) Water, wastewater and waste management	4,874,565	1,833,095	4,874,565	37.61%
Family and community support	81,045	80,960	81,045	99.90%
Agricultural development	1,507,950	529,440	1,467,950	35.11%
Parks and recreation	112,660	20,919	112,660	18.57%
Total expenses	42,224,555	16,598,178	42,209,555	39.31%
Excess (deficiency) of revenue over expenses	-	(8,442,166)	490,000	

The above statement of operations provides a snapshot of the revenues received to date and expenditures by department, including capital purchases.

*The Statement of Operations as reflected in the yearend financial statements is presented differently.

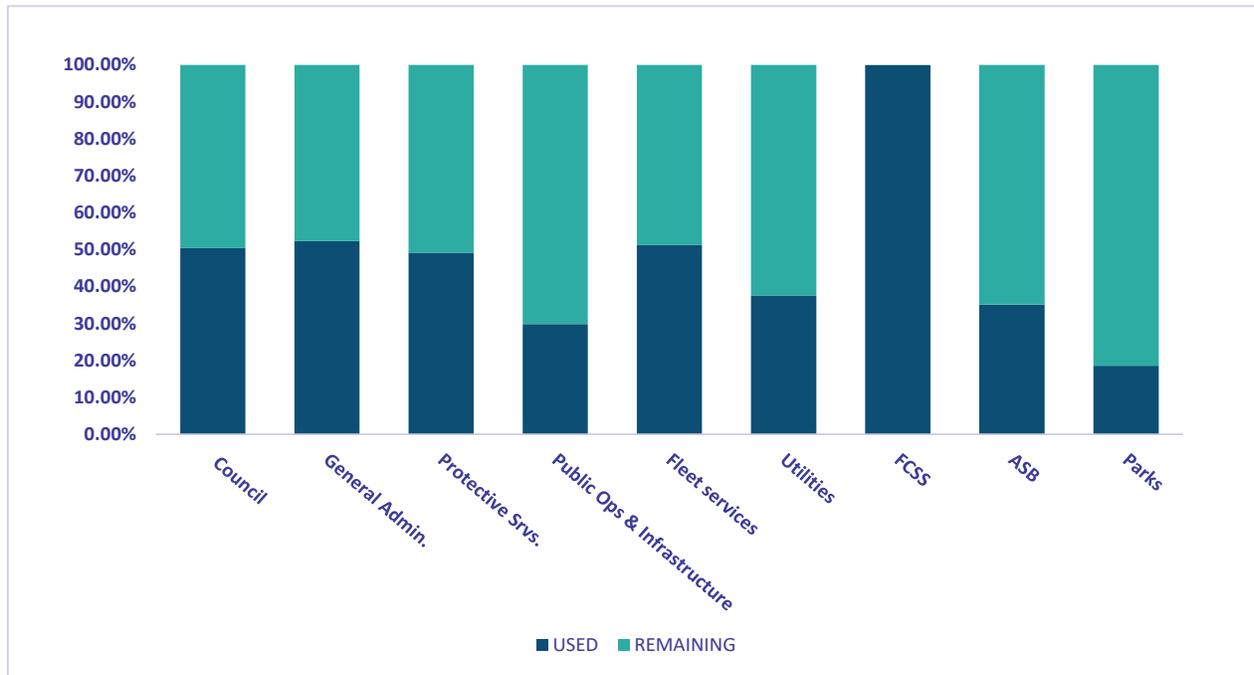
Revenues Earned to date

The below chart indicates the revenues recorded through to June 30th. To date the County has received just over \$8.1 million in revenues, primarily from sales and user charges, tax penalties, proceeds on equipment sales, dust control and interest earned. The revenues collected as of June 30th represent approximately 19.3% of the total revenue budgeted (excluding taxes). Revenues will increase once grant and reserve funding transfers are made to offset operating and capital project costs.



Expenditures by Department

This chart represents a comparison of actual expenditures spent against the budget by department. Total expenses to date are just over \$16.5 Million or 39.31% of the budget with the capital costs including fleet purchases being \$4.5 million of that. As the summer seasons continues, costs related to Ag Services and Public Works will see the most significant increases, due to the nature and timing of their work.



DEPARTMENT OPERATING ACTIVITY SUMMARY

The below information is a summary of department activities over the last quarter.

Council

- Council has had 10 regular County Council meetings and 1 Agricultural Service Board meeting since January. Council discusses and deliberates various requests, subdivisions, public hearings and policy, financial and service-related matters at the meetings. All Council meetings are live streamed and council agendas, minutes and recordings are available on the County website. Each Councillor provides an update of their monthly activities at one of the Council meetings for public information.
- Council attended the Rural Municipalities Association (RMA) Spring Conference in March, where they met with various Ministers and attended several sessions.
- Following the resignation of the former CAO in January, Council went through the recruitment process and appointed Cole Beck as the new CAO who started with the County on May 15, 2023.
- Council passed the 2023 Tax Rate Bylaw on May 18th.
- At the June 1st Council Meeting Council accepted and implemented a Land Acknowledgement statement.
-

As of June 30, Council made the following contributions as per resolution:

<i>Alberta Conservation Association - \$1,000</i>	<i>Community Planning Association Sponsorship \$2,500 and Gift Prize Basket - \$155.90</i>
<i>Oldman Watershed Council 2022 Contribution - \$4,866</i>	<i>Picture Butte Rural Crime Watch - \$1,000</i>
<i>Picture Butte Chamber of Commerce Sponsorship-\$200</i>	<i>Public School Betterment Society of Picture Butte Harvest Celebration - \$200</i>
<i>Canadian Fallen Heros Foundation - \$500</i>	<i>Alberta NWT Legion – Military Service Recognition Book advertising - \$595.24</i>
<i>Lethbridge Coaldale 4-H Beef 100th Anniversary - \$550</i>	
<i>Each of the Community Centre Associations within the County and the Prairie Tractor & Engine Museum received \$10,000 for a total of \$80,000 through the Community Services Budget in an effort to help support their operational and/or capital needs.</i>	

CAO's Office

On June 12, 2023, the County's new Chief Administrative Officer (CAO) Cole Beck started with the County. In addition to familiarizing himself with County business such as current operating and capital projects, the CAO attends regular meetings with Council, the Senior Leadership Team, and stakeholders on behalf of the county.

Below is a summary of some additional activities the CAO has been involved with:

- Has facilitated various economic development opportunity meetings
- Initiated recruitment of a new Human Resources Manager
- Working with administration in preparation of water infrastructure project to support the McCain expansion.
- Went on County tour with Councillors in each of their divisions

The Human Resources Department falls under the CAO Office's, below is a list of some of the items they have been working on:

- Employment staffing – hired and onboarded 9 new operations staff between Apr-Jun
- Recalled 10 casual and seasonal employees.

-
- Onboarded activities for new CAO.
 - Recruited for management positions.
 - Conducted annual run of County employee drivers abstracts.
 - Attended HR Bootcamp in May hosted by CPHR Alberta
 - Involved with Admin Personnel Policy Committee to update policy and directives.
 - Preparation for County 2023 Employee Recognition Event
 - Assisted with organizing and holding Safety Lunch & Training afternoon on June 21st for all County employees.
 - Department reviews and staffing considerations for now and in the future
 - Updating safety directives, hosting, and attending toolbox meetings and participating in joint health and safety committee meetings

Agricultural Services

All activities are tracked on field maps to ensure efficiency and consistency.

- Over 350 miles of Roadside Spraying has taken place thus far and is on target.
- All Paved roads, Hamlets and Subdivisions have been mowed once. Approximately 1/3 of Gravel Roads have been mowed.
- Weed inspections on track and recorded.
- A summer student has been hired to conduct riparian area assessments and work on Nature-based conservation solutions with approximately 1/3 of the costs funded through the ECO Canada grant.
- Summer newsletter completed and released.
- Conducted ASB board meeting and member training session (June 26)
- Shaughnessy Playground project is nearing completion with the play equipment being placed in early June. Substantial community volunteer participation contributed to the work. The court is paved, and the line painting is complete. Fencing and Basketball hoops should be up by the end of July, completing the project, Grand Opening will be scheduled soon after. Community grant and volunteer participation allowed the project to come in under budget.

Upcoming Activities:

- Continuation of Roadside Mowing with a completion date around October 31st. Most of the Spraying is complete, but operations will continue into the fall with trouble spots with special attention being given to Kochia and Canada Thistle.
- Crop Surveys will begin soon which will include Grasshopper, Clubroot, Bertha Army Worm and Bacterial Ring Rot.
- Extension is planning a field day at Broxburn Pond which will take place on August 9th. The rural Living and Ag-Extension Newsletter came out in Mid-June with a very good compilation of articles. Environmental Farm Plans are on-going.

Fleet Services

- Regular maintenance of machinery and equipment is ongoing throughout the year to ensure equipment is safe and to help reduce any activity delays.
- The fleet department completes CVIPS and manages the equipment defects and repairs as required.
- As dust control and construction season begin, multiple pieces of equipment were prepared for summer season.

- Equipment purchases based on scheduled replacements and requirements are ongoing.
- As of June 30th, the fleet department has sold \$844,317 in machinery and equipment. Those proceeds are used to offset capital equipment replacements.

Fleet Capital Purchases to June 30th are as follows:

2023 FLEET CAPITAL PURCHASES			
Project Name	Budget Request	Project Costs to Date	Project Status
Replacement Divisional Grader MG-037	\$ 625,000	\$ 608,330	Purchased
Replacement Divisional Grader MG-038	\$ 625,000	\$ 608,330	Purchased
Replacement of TR-138 Truck & Plow Equipment	\$ 325,000	\$ -	
Replacement of LD-111 JD 644K Wheel Loader	\$ 500,000	\$ 494,935	Purchased
Replacement of 2 X PW/ASB Trucks 3/4 & 1 Tons	\$ 140,000	\$ -	
Replacement of 1 X ASB Construction 1 Tons (2022 Purchase)	\$ 90,000	\$ -	
Replacement of 1 X PW Construction 3 Ton	\$ 100,000	\$ 13,638	Box purchased for truck. Waiting for truck.
Tow Behind Scissor Man Lift	\$ 45,000	\$ 50,000	Purchased
Replacement of ASB 10' Disc	\$ 65,000	\$ 30,460	Purchased
Replacement of Equipment Trailer	\$ 25,000	\$ 17,520	Purchased
Replacement of ASB Roadside Mower	\$ 50,000	\$ 48,786	Purchased
Replacement of Small Rock Box - Salt Dawg	\$ 25,000	\$ 23,025	Dump box purchased
Replacement of Fuel Pumps - PB and Coaldale	\$ 40,000	\$ 34,047	Purchased and installed.
Enterprise Fleet Program - 12 X Crewcab 1/2 ton Truck	\$ 600,000	\$ 277,589	Portion of trucks purchased
Enterprise Fleet Program - 1 X SUV	\$ 55,000	\$ -	
Replacement of Wheel Skid Steer (Trade in EVCON)	\$ 75,000	\$ 5,916	Purchased
Replacement of Track Skid Steer (Trade in EVCON)	\$ 85,000	\$ 7,900	Purchased

Public Works

- Construction – RR20-1 between TWP10-0 and Coaldale (3 miles), RR20-0 between TWP9-4 and Highway 3 (1.5 miles), and TWP9-1 from Lethbridge limit to RR22-5 (1.5 miles) completed.
- 750+ assets of various types have been collected and updated within the Asset Management Program
- Building inspections, maintenance and site cleanup have been conducted.

Grading and Graveling Update:

ACTIVITY	Year to Date
GRADING	3,252 miles have been graded to date.
GRAVELLING	77 miles gravelled. Division 5 complete; Division 4 near completion.
BASE STABILIZATION	17 Miles have received full treatments. Consistent maintenance is ongoing.
CULVERTS	13 Culverts and 40 Markers have been installed
SIGNS	253 signs have been installed
DUST CONTROL	343 Applications have been completed
SPRAY PATCHING	11 rural hard surface locations have been completed.

Upcoming Activities:

- Construction – RR22-4 between TWP9-1 and TWP8-4 (3 miles) scheduled for full rehabilitation. River Ridge Road (2 miles) schedule for shoulder pull.
- Projects – Two soft spot removal projects (RR22-5 south of Highway 519, TWP10-2 east of RR23-1) and continued culvert installation.

-
- Base Stabilization – 47 miles scheduled for full stabilization treatment and consist operational maintenance treatments across haul route network.
 - Gravel – 142 miles scheduled to be gravelled.
 - Grading – Continued focus on priority road system and manure/silage haul locations.
 - Spray Patch – Scheduled locations include Vista Meadows, Chollock, South Park Lake Road, and Vantland Road.

Utilities

- Total of 970 Alberta One Call requests.
- SCADA system capital upgrade is now complete.
- All AEP requirements regarding weekly/daily testing were complete.
- Hydrant flushing/maintenance program is in full swing.
- Fairview lift station piping completed.
- Valve/Curb Stop repair on COLRWA turn out from County to Coaldale main water supply line.
- Sludge survey – all County Hamlet lagoons and Broxburn storm and raw water supply reservoirs
- Broxburn sanitary distribution line video (CCTV) and analysis
 - Several sags and minor leaks observed. One severe leak that was repaired immediately.
- Broxburn Wastewater Treatment Mound System
 - Consultant report confirmed that the system requires replacement.
 - Second consultant report to price replacement options; modular engineered treatment system appears most economical.
- Turin truck fill system repairs and site improvements
- Airport truck fill meter replacement
 - Completed survey of all truck fills to inventory meter brand and condition.

Infrastructure Services

The Infrastructure Department continues to actively manage several major capital projects, while working with engineers and consultants on other various projects and studies. We continually work with numerous stakeholders on regional initiatives and conduct thorough reviews to ensure developments meet engineering standards.

Below are a few key items being worked on within the department and a capital project summary:

- Securing water service agreements with the City of Lethbridge for the Frontier Business Park and RAVE Industrial Park
- Working with McCain to oversee the seamless installation of over 18km of water pipeline, supporting their \$600 million expansion initiative.
- Over \$5m in construction currently underway to upgrade the RAVE Industrial Park
- Collaborating with other municipalities on several significant regional initiatives such as Malloy Basin Ph 2B, Horsefly Spillway, and the Southern Regional Stormwater Drainage Committee
- Working on the transfer of newly acquired water licence to support new development.
- Continually enhancing our Asset Management Program, optimizing our resources and infrastructure assets for long-term efficiency and sustainability.
- Traffic counting season has begun, with 21 of 55 sites counted so far.
- 45 crossing applications have been approved for pipelines crossing County roads.
- 7 approach use permits have been issued.

CAPITAL BUDGET SUMMARY
As of June 2023

Department	Project Name	Budget Request	Project Costs to Date	Project Status
ASB	Shaughnessy Park Playground	300,000	\$ 207,636	Playground equipment purchased. Project near completion.
IT	Replacement Main Office Server 1	55,000	\$ 42,035	Deposit issued for Server purchase, delivery and installation pending.
IT	Replacement Main Office Server 2	55,000	\$ 15,945	Deposit issued for Server purchase, delivery and installation pending.
IT	Replacement GIS Server	20,000	\$ 12,934	Deposit issued for Server purchase, delivery and installation pending.
Infrastructure	South Park Lake Road Overlay 6.4km	1,830,000	\$ 17,643	Tender awarded, schedule to be submitted soon.
Infrastructure	Rave Industrial Park Infrastructure Upgrades - Phase 2 (Final) 1.1km	5,225,143	\$ -	Tender awarded, schedule to be submitted soon.
Infrastructure	Range Road 21-1 Reconstruction (McNally Road) 1.7km	2,160,000	\$ 31,994	In the detailed design and tender phase.
Infrastructure	Lethbridge County/Coaldale Regional Water Supply Study	200,000	\$ 35,267	In the preliminary design phase
Infrastructure	Local Bridge Replacement - 79589	300,000	\$ 2,310	In the preliminary design phase
Infrastructure	Local Bridge Replacement - 70758	30,000	\$ -	Re-evaluating this to potentially be included as a larger project.
		\$ 10,175,143		
	MARKET ACCESS NETWORK PROGRAM			
M.A.N.	Calcium Base Stabilization Debt Repayment	705,220	\$ 195,212	Payments are applied quarterly
M.A.N.	Market Access Network - Reserve Transfer	1,444,780	\$ -	This is a year end transfer entry
	2023 Total	\$ 12,325,143	\$ 560,976	
	CARRY FORWARD CAPITAL PROJECTS			
Infrastructure	Malloy Drain Phase 2B	340,000	\$ -	In the environmental & climate assessment phase
Infrastructure	Iron Springs Road Improvements	1,510,000	\$ 663,686	Construction complete, in warranty phase. Final invoicing yet to be submitted.
Infrastructure	LaFarge Road Realignment	600,000	\$ 5,637	On hold pending further investigations
Infrastructure	Bridge File #79770	350,000	\$ 278,461	Construction complete, in warranty phase. Final invoicing yet to be submitted.
Infrastructure	Horsefly Regional Emergency Spillway - Phase 1	890,000	\$ 888,910	In the construction phase. Anticipate completion April 30, 2024.
Administration	Elevator Upgrades	120,000	\$ 34,991	In the material procurement and pre-construction phase
Administration	Financial Software Conversion - \$200,000/yr over 2 year period	400,000	\$ 254,050	Conversion is ongoing with anticipated completion fall 2023.
		4,210,000	\$ 2,125,735	

Finance & Administration

The 2022 Year End Audited Financial Statements were approved by Council at the April 20th meeting and were submitted to the Province prior to the May 1st due date. The finance department has also been busy with configuration and training of the new financial software system. To date the Property Tax, Cash Receipts, and Business Tax A/R programs are live. Over the next few months several other modules will start to go live with conversion completion prior to year-end.

In addition to the above, the department has also been working on the following activities:

- Working with the Municipal Intern on various aspects of the intern workplan
- Property Assessment and Tax and Business Tax Notices were generated in the new software program and mailed in early June.
- Accounts receivable and payables are processed regularly for invoicing and payment.
- 15% Tax Penalty was levied on all outstanding balances on February 1st in the amount of \$520,514.48. Much of this balance is related to outstanding oil and gas company taxes. Although all efforts continue to be made the County has made a provision as part of the year end process for these outstanding accounts in the case that the County cannot fully collect. 5% penalty will be added to tax rolls with current outstanding balances after the July 31st due date.
- As of this report, utility bills have been levied for January – May. The total revenues for water, wastewater and garbage sales to date is \$1,690,034 (meter readings used are based on the previous month's use).
- Payroll is in the process of configuring and finalizing pay codes as part of the software conversion, as well as updating all new hire information.
- The Grants Administrator has been busy making applications and researching grants as required.

Information Technology (IT)

The IT Department manages and maintains all of the County's phones and computer related hardware and software as well as all Audio-Visual equipment. Throughout the year the department is busy assisting staff with IT support, equipment repairs, software upgrades and purchasing and installing scheduled equipment replacements.

The department has also been working on the following projects:

- Records Management - scanning project of the land files is underway. The physical volume of records in drawers is much denser than anticipated. The project will likely continue into the 2023 budget season.
- Key staff members have had the software installed and training and building their departments library has begun.
- Cyber Security - additional layers of security protection have been implemented. Efforts are ongoing and we remain vigilant in this regard.
- Installation of new computer systems for staff and council.
- Ongoing daily IT requests.

CAPITAL ITEMS

- Three replacement Servers have been ordered and installation is anticipated for September.
- Assistance with the Financial Software Conversion
 - Certain modules are now in use, and it is anticipated to be fully utilized by the end of the year.

Community Services

The Community Services Department provides assistance to all departments, updating policies, working with various stakeholders, Communications and Economic Development related matters.

Some additional activities from this quarter include:

- Contract awarded and commencement of the Economic Development Strategic Plan Project
- Assisted with on-boarding of the new CAO.
- Entered into a Research Agreement with the University of Lethbridge
- Entered into the Rural Renewal Stream Partnership with the Town of Taber
- Facilitated discussions related to various economic development opportunities.
- Attended an Economic Development Forum in Lethbridge

Communications

- Public education video on fire pit specifications and safety
- Advertising for proposed Borrowing Bylaw
- Messaging on spring cleaning (transfer stations, recycling trailers, items that can/cannot be burned)
- Attended Alberta Municipal Communicators Conference in May and sat on a panel on the topic of public engagement.
- Created tax inserts in collaboration with the Finance & Admin. department.
- Messaging for National Public Works Week, Economic Development Week, and Emergency Preparedness Week in May.
- Assisted with emergency communications and re-entry messaging in Drayton Valley/Brazeau County during the Buck Creek Wildfire in May
- Drafted Annual Financial Highlights Document

- Produced County Connection newsletter, 3 County Crier newsletters and assisted with the Rural Living & Ag Extension newsletter.
- Created 3 utility bill inserts.
- 17 News Releases/PSAs
- Regular social media posts, website updates and maintenance, speaking notes and quotes, et

Planning & Development

A thorough quarterly report of the Planning & Development Department activities for the period ending June 30th has been included in the August 3rd County Council meeting agenda. Below are a few highlights from the report:

- Started the review of the Land Use Bylaw - first workshop with County Council held May 30, 2023
- Partnering with the Town of Taber regarding the Rural Renewal Stream (Alberta Advantage Immigration Program)
- Commenced the transfer of land process for the pond in the Riverbrink Subdivision to the Riverbrink Water Users Co-op Ltd.

Below are some statistics from the Planning & Development Report.

136 Development permit applications have been received to date (111 received in same period last year)
118 Development Permits issued (3 refused, 1 withdrawn and 18 under review) of the permits issued: 28 residential, 45 accessory, 17 commercial/industrial, 1 sign, 2 institutional, 3 miscellaneous
17 compliance letters issued
8 Land Use Bylaw complaints investigated
Safety Code Permit Applications: 56 Building permits, 207 Electrical, 70 Gas, 47 Plumbing, 7 private septic disposal systems

Emergency Services

The Emergency Services Department financial summary includes all of the CPO Activities, Fire revenues, fire agreement and Policing Costs.

Fire Services

Fire services revenues earned to date is \$167,110 with fire services contracted out paid to the municipalities on a quarterly basis, April to June fire calls will be paid to the urban municipalities in July.

Below is a listing of the Fire Services activities:

Fire Responses in the County:

30 Alberta transportation calls
46 Fire/alarm calls
18 County MVC
63 Medical Calls
157 Total Calls (32 of which the Fire Services Manager responded to).
112 Fire Safety Inspections completed to date.
565 Fire Permits issued to date.
13 Fire Investigations

Projects in progress include:

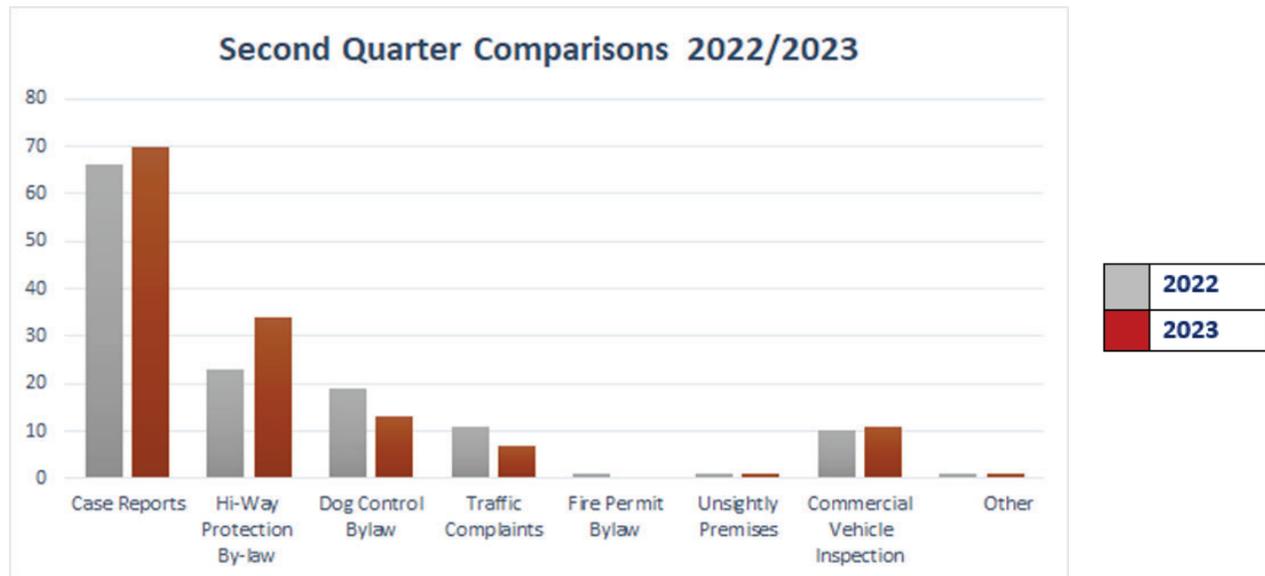
- Drafting new agreements for fire departments to bring a more efficient and fair delivery of the service.
- Budget and capital proposals for 2024 and forward – compiling data from all areas in fire service.
- Working with public works for hydrant testing and maintenance program to meet NFPA and OH&s standards.

Community Peace Officer (CPO)

County has one full-time CPO who uses education and enforcement to gain compliance on a variety of Lethbridge County Bylaws. The CPO is also authorized to enforce the Traffic Safety Act and regulations under the Act.

The CPO presented a quarterly report of activities for the period ending June 30th which is included in the August 3rd County Council meeting agenda. Below are a few highlights from the report:

As of June 30th, a total of \$43,212.42 in fines revenue has been received.



- 34 Highway Protection Bylaw Complaints (mostly pivot end guns)
- 13 Dog Control Bylaw (stray dogs or dogs running at large)
- 7 Traffic Complaints (Off-Highway Vehicle or Motor Vehicle Collision)
- 11 Commercial Vehicle Inspections

Provincial Updates

On behalf of the County, administrative staff are continually researching and looking for grant funding opportunities that will assist the County with capital projects.

Municipal Sustainability Initiative (MSI) Grant Funding

The province has notified that the MSI Grant funding stream will end in 2023-24 and will be replaced with the Local Government Fiscal Framework (LGFF) beginning in 2024-25. The LGFF will include \$722 million in capital funding legislated under the Local Government Fiscal Framework Act and non-legislated operating funding (\$382 million to Calgary and Edmonton with \$340 million to other Alberta Municipalities). Municipal Affairs has noted that, “The change from MSI to LGFF provides an opportunity to seek input on the details of the new program, including the allocation formula and program administration. The Government of Alberta has engaged with local governments to seek their input in these areas. A public announcement of the allocation formula and program administration is anticipated later in 2023. No funding formula or program design has been announced as of yet, it is hopeful that an announcement will be made in early 2023”.

The 2023 MSI allocations have been provided and the County will receive \$1,388,843 in Capital funding (the same amount as in 2022) and \$210,780 in operating grant funds (which doubled from the 2022 amount of \$105,390).

Local Municipal Initiative (LMI) Grant Funding

Lethbridge County was notified in early April 2023 that the County application through the Local Municipal Initiative (LMI) Grant for funding of the Park Lake Road Rehabilitation project was approved, and the grant will fund 75% of the eligible project costs up to a maximum of \$1,370,754. The total project cost was approved in the budget for \$1,830,000, this funding announcement frees up reserve dollars for other capital projects.

Canada Community Building Fund (CCBF) (Formerly Gas Tax Fund) Grant Funding

In May the CCBF 2023 allocation was announced, and the County will be receiving \$648,115, which is up slightly from the 2022 allocation of \$620,413. (2021 allocation was \$619,899 plus top-up of \$592,320).

Grant funding for budgeted projects has been applied as highlighted on the following page.

Grant Summary

as at June 30, 2023

	Budget- As approved	Approved	Received	Comments
ADMINISTRATION & FINANCE				
MSI Operating - Asset Retirement Obligation-PSAB	25,000		25,000	Submission of Spending Plan no longer required
INFORMATION TECHNOLOGY				
MSI OP- Records Management Document Scanning	75,000		75,000	Submission of Spending Plan no longer required
INFRASTRUCTURE				
MSI-OP Shaughnessy Wastewater Lagoon Review	21,000			Submission of Spending Plan no longer required
MSI OP - Diamond City Inflow and Infiltration Study	38,000			Submission of Spending Plan no longer required
MSI OP - Iron Springs Treated Water Reservoir Structural	16,000			Submission of Spending Plan no longer required
INFRASTRUCTURE				
ACP - Lethbridge County/Coaldale Regional Water Supply Study	200,000	Y	150,000	Approved project. Advance payment-75% rcvd.
FGTF-Rave Industrial Park Infrastructure Upgrades-Ph2 (Final)	2,000,000	Y	2,000,000	Approved project
MSI - Rave Industrial Park Infrastructure Upgrades-Ph2 (Final)	540,000	Y	1,825,000	Approved project (incl. addl. -\$1,285,000)
MSI-BMTG Road Rehabilitation	248,950	Y	248,950	Approved project
TOTAL	\$ 3,163,950		\$ 4,323,950	

	Projects C/F to 2023	Approved	Received	
MSI - 8 Mile Lake Basin & Battersea Drain - CAP 8842	173,389.76	Y	235,000.00	C/F to 2023
MSI - Rave Infrastructure Upgrades-Eng. - CAP7711	107,714.00	Y	160,000.00	C/F to 2023. Project tied with Hwy 3 Corridor.
MSI - Shaughnessy Ph4&5 - Eng & Land Purchase - CAP 12296	7,310.00	Y	135,000.00	C/F to 2023
MSI - Malloy Phase 2B-CAP 13395	340,000.00	Y	340,000.00	C/F to 2023
MSI - Horsefly Spillway	890,000.00	Y	890,000.00	C/F to 2023
MSI - Rge Rd 21-1 Overlay (Corteva Road)	110,478.65	Y	550,000.00	C/F to 2023
MSI - Iron Springs Rd Improvements	917,896.73	Y	1,510,000.00	C/F to 2023
MSI - Lafarge Road Re-Alignment	594,363.50	Y	600,000.00	C/F to 2023

	Project Not in Bud.	Approved	Received	
ACP - Municipal Internship - Finance Officer	60,000	Y	60,000.00	Funds received-August 3, 2022
MSI OP - Research & Dev. Study - UofL & Siksika	18,252	Y		Submission of Spending Plan no longer required
MSI OP - Economic Dev. Impact Study	50,000	Y		Submission of Spending Plan no longer required
Summer Jobs Grant		D		Project application-unsuccessful
STIP-LRB - Bridge File #79589	350,000	D		Project application-unsuccessful
STIP-LMI - Park Lake Rehabilitation Project	1,827,673	Y		Project approved
Fire Services Training Grant	4,513	Y	4,512.57	Project approved
Eco-Canada Nature Based Solution Program	4,500	Y		Project approved

Y - Yes, project is approved.

N - No, awaiting for approval.

D - Declined.

P - Pending.

C - Cancelled.

Investment Summary

As of June 30, 2023

DATE INVESTED	DATE MATURITY	PURCHASE PRICE	MATURITY VALUE	Monthly Interest	Total Interest	Interest Rate	Type
April 14, 2023	April 15, 2024	2,709,425.27	2,758,736.81	4,188.10	49,311.54	4.800%	Canaccord
February 27, 2023	February 27, 2024	1,031,150.00	1,050,742.29	1,664.00	19,592.29	4.800%	Canaccord
October 19, 2022	October 19, 2023	2,036,200.00	2,097,517.51	5,207.79	61,317.51	4.450%	Servus Credit
December 31, 2022	December 31, 2023	34,409.19	35,145.19	62.51	736.00	4.050%	CIBC WoodGundy
December 31, 2022	December 31, 2023	6,437,326.80	6,561,466.01	10,344.93	124,139.21	5.100%	CIBC WoodGundy
December 31, 2022	January 3, 1900	3,407,400.00	3,477,149.31	5,812.44	69,749.31	5.700%	CIBC WoodGundy
September 30, 2022	September 30, 2023	5,000,000.00	5,105,000.00	8,750.00	105,000.00	2.139%	Raymond James
January 11, 2023	January 11, 2024	2,025,545.21	2,141,001.28	9,621.34	115,456.07	5.700%	Raymond James
September 30, 2022	September 30, 2023	3,000,000.00	3,153,000.00	12,750.00	153,000.00	5.100%	Raymond James
		25,681,456.47					
RBC Savings Account		1,086,667.95	1,092,620.81	5,952.86	70,090.08	6.45%	RBC Prime - 1.80%
	TOTALS	26,768,124.42	27,472,379.21	64,353.98	768,392.01		
<i>Municipal Reserve Funds</i>							
May 7, 2023	May 7, 2024	262,168.84	274,097.52	1,013.12	11,928.68	4.550%	CWB GIC



Lethbridge County

Portfolio Update and Key Economic Themes

Economic Update – Looking Ahead

- Key themes continue to be the impact of the rate hikes. Characteristics of a post-pandemic world mean that there is a longer lag between hikes and a slowdown. Bank of Canada may now be overshooting what is necessary to tame inflation. For perspective, over the past year interest rates increased at the fastest pace on record, with the overnight rate increasing from 0.25% to 4.75% today.
- Little growth expected for the next four quarters, with a mild recession very possible. Inflation is forecast to come back to the 2% target by the second half of 2024.
- Interest rate cuts to start before mid-2024. However, rates will stay higher than pre-pandemic levels due to lingering supply constraints.

Economic and Investment Portfolio Impact

- Due to persistent inflation and rate increases, bond yields also increased significantly. For perspective, we were receiving 2-3% on bonds just one year ago; today we can achieve between 5-7% on principal guaranteed bonds.
- What this means for the portfolio going forward is that the future expected returns (bottom line investment revenue) will be materially higher as we can now reinvest cash flows and maturities at higher rates. This process will happen over time as the portfolio is set up as a bond ladder to take advantage of these interest rate cycles.
- Over the past few years, we were able to crystallize and lock-in large excess-capital gains in the portfolio through the rate cutting cycle. As time progresses this will naturally accrue back into the portfolio returns as the bonds approach book value.
- The volatility caused by the rate hiking cycle presented a lot of short-term noise. The expected future difference of inflation versus investment revenue is not a concern over the coming years as inflation returns to normal historical levels.

From: AGRIC Minister <AGRIC.Minister@gov.ab.ca>
Subject: RE: Alberta Agriculture and Irrigation Main Canal Repairs - 80277

Tory Campbell
Reeve, Lethbridge County

Subject: Lethbridge Northern Irrigation District's Canal Repairs and Set Aside Program

Dear Reeve Campbell:

Thank you for your June 15, 2023 letter regarding Lethbridge Northern Irrigation District's (LNID) main canal repairs and the Volunteer Set Aside Program. Alberta is fully invested in ensuring water gets to the people, producers and municipalities who need it.

The 2023 growing season has been a difficult one for many farmers across Alberta, with hot and dry weather, wildfires, irrigation issues and more. We are acutely aware that early season delays in water flow presented challenges to growers in the LNID. I am pleased to report the flow rate at the LNID moved up to 30 cubic metres per second on June 6 and subsequently to 42.5 cubic meters per second on June 15, 2023. The latter figure is very close to full capacity of the diversion canal.

Agriculture and Irrigation is monitoring the growing conditions in LNID closely, and the department is in constant dialogue with the LNID leadership. Encouragingly, recent correspondence from the LNID Board of Directors to John Conrad, Assistant Deputy Minister, Primary Agriculture, detailed the board's agreement that there is no longer a need for a set-aside program.

Thank you again for writing.

Sincerely,

Honourable RJ Sigurdson
Minister, Agriculture and Irrigation



Participation Invitation

Dear Larry,

SACA's summer BBQ has been one of Lethbridge's major community events for decades. This year, the event will be held on August 19th from 12 noon to 5:00 pm, again at the Rotary Picnic Shelter, 28 Street North.

Rotary Picnic Shelter on August 19th, 2023, from noon to 5 pm.



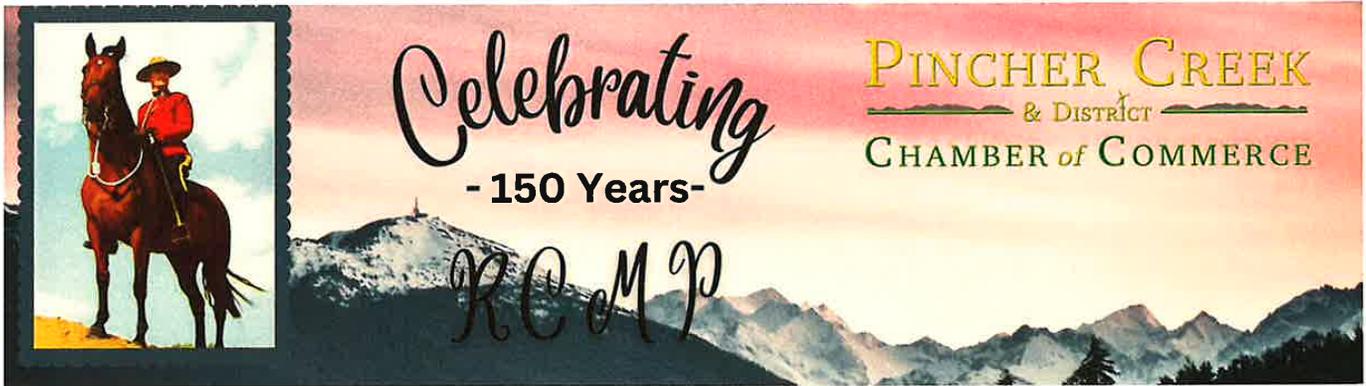
We cordially invite you and your colleagues to join us at this event.

Wayne Kwan
President

RSVP: jgong22@yahoo.com



Wayne Kwan (President of SACA)



July 4, 2023

RE: Pincher Creek Parade

The Town of Pincher Creek Mayor and Council cordially invites you to enter your float and/or have a Council representative(s) participate in the 2023 parade on August 19th. We look forward to an exciting event this year.

The Parade staging area is located at Canyon Elementary School, 408 Victoria Crescent, located at the west end of Main Street. Parade assembly starts at 9:00 a.m., judging at 10:00 a.m. and the parade will begin at 11:00 a.m.

Immediately following the parade, the Town of Pincher Creek will host a dignitary Luncheon at the Kootenai Brown Pioneer Village (1037 Beverely McLachlin Drive) for all visiting Mayors, Councillors, dignitaries, and their guests.

We are requesting your RSVP by August 11th at 403-627-4322 or email rec@pinchercreek.ca

For safety reasons, we kindly request that there is no candy thrown from your float or vehicle. We suggest if you would like to give out candy that you are accompanied by walkers who can hand out candy from the street. We thank you for adhering to these guidelines.

If you have any questions, please feel free to contact the Town of Pincher Creek. We look forward to your participation and hope you enjoy the day.

Best Regards,

Rhonda Oczkowski
403 627 4322
rec@pinchercreek.ca



TOWN OF PINCHER CREEK
962 St. John Ave (Box 159) Pincher Creek, AB T0K 1W0
Phone 403 627 4322 Fax 403 627 4784
rec@pinchercreek.ca www.pinchercreek.ca



Sponsorship Request

Shoes for Kids YQL

Stepping into the future, one sole at a time.

shoes4kidsyql@gmail.com



Shoes for Kids YQL Foundation

To whom it may concern:

I am reaching out to you and your organization to see if you would be interested in sponsoring, donating or partnering with us for an important community initiative in Lethbridge.

Shoes for Kids YQL Foundation was created in 2021 with the objective of serving south west Alberta and surrounding Indigenous communities by providing low socio-economic and poverty barriered children and youth with new footwear. Our mission statement: Shoes for Kids YQL Foundation believes every child deserves to go back to school with a brand-new pair of runners.

Our experience has shown that new shoes allow children to go to school with dignity and joy preparing them to learn, play and thrive. New shoes can change a child's life. Attendance, self-esteem and behaviour will improve, physical activity increases, and smiles return.

We are hosting our 3rd annual shoe drive on **Saturday August 19, 2023, from 10am-12pm at Dunlop Ford 1510 Mayor Magrath Drive South.**

Ways you can support Shoes for Kids YQL Foundation:

Sponsorship:

\$250- \$499 = Trainer: recognition via social media (Facebook page) with photo of business

\$500 - \$999 = Runner: recognition via Social Media (Facebook page) with photo of business + business bio and link to business website

\$1000+ = High top: recognition via Social Media (Facebook page) with photo of business + business bio and link to business website, business logo will be used at Shoe Drive event as named sponsor.

Monetary donation: Donations for any amount between \$1 - \$249.

*On average we can purchase a pair of shoes for \$25-\$50, but every single dollar makes a difference!

Monetary donations by way of cheque or draft can be made payable to "**Shoes for Kids YQL Foundation**". Donations can be picked up by one of our event coordinators or dropped off at any local RBC branch for processing.

*Please note we are not yet able to provide tax receipts for monetary donations at this time.

Donation of new sneakers: This year we will once again be collecting children's size 11 to adult size 9.

Host a drop off location: Collect donations of new sneakers from the community on behalf of Shoes for Kids YQL. We will coordinate with you to post the drop off location on our social media page too.

Spread the word: Share the details of our mission, donation opportunities and shoe drive event with your community network to help us provide shoes even for more children in the 2023 – 2024 school year.

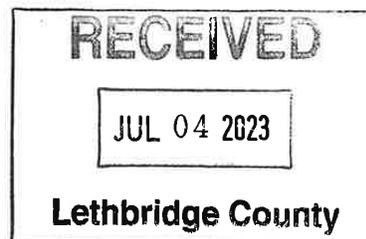
Your generosity will go towards helping some of the 500+ children in need, to return to school with a brand-new pair of shoes in September, or as the need arises throughout the school year.

Should you wish to hear more about our foundation or would like to help with fundraising or our shoe drive event, please email us at shoes4kidsyql@gmail.com.

Thank you in advance for considering to support us for this important community initiative.

Sincerely,

Nicole Merritt
Co-Founder, Board Member & Event Coordinator
Shoes for Kids YQL Foundation



Town of Coalhurst

July 21, 2023

To Mayor and Council:

On behalf of the Town of Coalhurst, we'd like to formally invite you to participate in our Annual Miners Days Parade!

This year, the parade will take place on Saturday, August 26, 2023. We would be honored to have you be part of Coalhurst's favourite day:

Miners Day Parade

The parade set-up will begin staging at 9:00 AM on the north side of the Coalhurst High School on 55th Avenue. The parade itself starts at 11:00 AM

- You are welcome to bring candy, however, candy and marketing materials may not be distributed from your float or vehicle. Please have someone walk beside your float to distribute candy so children maintain a safe distance from the floats. If distributing flyers or other paper-based materials, these must be given by hand to individuals along the parade route to avoid any littering.
- To register and for more information, visit our website or click here to complete the registration form: <https://forms.office.com/r/DsMBkKRz2K>
- The parade route is included with this letter.
- A pancake breakfast will be available for all parade participants at the Coalhurst Community Centre from 8:00 AM – 10:00 AM.

If you are able to join us, please confirm your availability with Kim Horath at tripp159@shaw.ca.

We look forward to hearing from you!

Sincerely,



Mayor Lyndsay Montana

AGENDA ITEM REPORT



Title: Lethbridge County Council Attendance Update - June 2023
Meeting: Council Meeting - 03 Aug 2023
Department: Administration
Report Author: Candice Robison

APPROVAL(S):

Cole Beck, Chief Administrative Officer

Approved - 26 Jul 2023

STRATEGIC ALIGNMENT:



Governance



Relationships



Region



Prosperity

EXECUTIVE SUMMARY:

To remain transparent to its citizens, Lethbridge County Council members report on their activities and events attended throughout the month.

RECOMMENDATION:

No motion required.

REASON(S) FOR RECOMMENDATION(S):

To remain transparent to the citizens of Lethbridge County.

PREVIOUS COUNCIL DIRECTION / POLICY:

A County Council update is provided monthly.

BACKGROUND INFORMATION:

In order to remain transparent to its citizens, Lethbridge County Council members provide a monthly report on their activities and events for the prior month.

ALTERNATIVES / PROS / CONS:

By not reporting activities and events attended by members of Council, citizens are unaware of the events occurring within the region and are unaware of the participation of Council with regards to community events.

FINANCIAL IMPACT:

None at this time.

LEVEL OF PUBLIC PARTICIPATION:

Inform

Consult

Involve

Collaborate

Empower

ATTACHMENTS:

[Lethbridge County Council Attendance - June 2023](#)

**Lethbridge County Council Attendance
June 2023**

Division 1

Councillor Lorne Hickey

June 1	Lethbridge County Council Meeting
June 7	FCSS Meeting
June 10	Lethbridge-Coaldale 4-H Beef Club 100 th Anniversary Banquet
June 13	Green Acres Abby Road Terrace Tour
June 15	Lethbridge County Council Meeting
June 19	Bursary Review Committee Meeting
June 20	FCSS Strategic Planning
June 21	Green Acres Finance Committee Meeting
June 23	Malloy Drain Steering Committee Meeting
June 26	ASB Workshop
June 28	Green Acres Board Meeting

Division 2

Reeve Tory Campbell

June 1	Lethbridge County Council Meeting
June 7	Exhibition Park Board Meeting
June 13	Link Pathway Groundbreaking Ceremony
June 14	EDL Board Meeting
June 15	Lethbridge County Council Meeting
June 22	SRSDC Meeting-Governance and Partnership Formalization Workshop 2
June 22	SouthGrow AGM
June 23	Malloy Drain Steering Committee Meeting
June 26	Exhibition Park Ownership Engagement Committee Meeting
June 30	Virtual Meeting, Rural Medical Education Expansion
June 30	Media, re: Drought Conditions

Division 3

Councillor Mark Sayers

June 1	Lethbridge County Council Meeting
June 8	Water Co-op Liaison Committee Meeting
June 10	Lethbridge- Coaldale 4-H Beef Club 100 th Anniversary Banquet
June 19	Bursary Review Committee Meeting
June 22	SouthGrow AGM

Division 4**Deputy Reeve John Kuerbis**

June 8	Water Co-op Liaison Committee Meeting
June 15	Lethbridge County Council Meeting
June 19	Bursary Review Committee Meeting
June 26	ASB Workshop
June 28	Community Futures Meeting

Division 5**Councillor Eric Van Essen**

June 1	Lethbridge County Council Meeting
June 15	Lethbridge County Council Meeting
June 26	ASB Workshop

Division 6**Councillor Klaas VanderVeen**

June 1	Lethbridge County Council Meeting
June 1	Link Pathway Meeting
June 8	Water Co-op Liaison Committee Meeting
June 13	Link Pathway Groundbreaking Ceremony
June 15	Lethbridge County Council Meeting
June 16	LNID 100 th Anniversary
June 26	ASB Workshop
June 30	SAEWA Board Meeting

Division 7**Councillor Morris Zeinstra**

June 1	Lethbridge County Council Meeting
June 8	Highway 3 Twinning Development Association
June 8	Picture Butte Chamber of Commerce
June 15	Lethbridge County Council Meeting
June 26	Picture Butte Ag Society
June 29	Prairie Tractor Parade