



**Council - Regular Meeting
Agenda**

Tuesday, February 26, 2019

6:00 p.m.

Council Chambers

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STAFF REPORT

Title: Council - Regular Meeting February 12, 2019

Meeting Date: February 26, 2019

Executive Summary:

Council - Regular Meeting February 12, 2019

Background:

Alternatives:

Recommended Action:

That the minutes of Council's regular meeting held February 12, 2019 be accepted as presented.

Budget Implications (Yes or No):

No

Submitted by:

Kevin Nagoya, Chief Administrative Officer



Council - Regular Meeting

Tuesday, February 12, 2019

6:00 p.m.

Council Chambers

Council Present: Deputy Mayor Jurgen Grau
Councillor Bob Buckle
Councillor Kirk Soroka
Councillor Chris Vining

Council Absent: Mayor Craig Copeland
Councillor Duane Lay
Councillor Vicky Lefebvre

Staff Present: Chief Administrative Officer Kevin Nagoya
General Manager of Infrastructure Services Azam Khan
General Manager of Planning & Development Services Howard Pinnock
General Manager of Community Services Glenn Barnes
Acting General Manager of Corporate Services/Manager of Legislative Services Kristy Isert
Manager of Strategic Initiatives Andrew Serba
Executive/Recording Secretary Cindy Reimer
Intermediate Secretary Valerie Saini (Job Shadowing)

Staff Absent: General Manager of Corporate Services Linda Mortenson

CALL TO ORDER

The meeting was called to order at this time being 6:02 p.m. by Deputy Mayor Grau.

ADOPTION OF AGENDA

Resolution # CRM20190212.1001

Moved by Councillor Buckle

That the agenda be adopted as presented with the following amendment/addition:

Remove New Business Item 9.4 Business Retention and Attraction Incentive Program
Application No. 219002

Add New Business Item 9.8 Coalition of Canadian Municipalities for Energy Action

Carried Unanimously

DISCLOSURE OF INTEREST

None.

MINUTES APPROVAL

Council - Regular Meeting January 22, 2019

Resolution # CRM20190212.1002

Moved by Councillor Soroka

That the minutes of Council's regular meeting held January 22, 2019 be accepted as presented.

Carried Unanimously

PUBLIC QUESTION PERIOD

None.

PUBLIC HEARINGS

None.

DELEGATIONS

None.

OLD BUSINESS

ByLaw No. 639-AN-19 - 2019 Supplementary Tax Imposition ByLaw

Resolution # CRM20190212.1003

Moved by Councillor Vining

That ByLaw No. 639-AN-19, being a ByLaw to Authorize the Preparation of Supplementary Assessments for Improvements for the Purpose of Imposing a Supplementary Tax Rate for the 2019 Taxation Year, in the City of Cold Lake, be given second reading.

Carried Unanimously

Resolution # CRM20190212.1004

Moved by Councillor Buckle

That ByLaw No. 639-AN-19 be given third and final reading.

Carried Unanimously

NEW BUSINESS

ByLaw No. 640-LU-19 - ByLaw to Designate a Public Utility Lot

Resolution # CRM20190212.1005

Moved by Councillor Buckle

That ByLaw No. 640-LU-19, being a ByLaw to Designate a Public Utility Lot Within NE 35-62-2-4 in Accordance with Section 665 of the Municipal Government Act, in the City of Cold Lake, be given first reading.

Carried Unanimously

Cold Lake Library Board Resignation

Resolution # CRM20190212.1006

Moved by Councillor Buckle

That Council accept, with regret, the resignation of Ms. Jamie Purkiss from the Cold Lake Library Board effective immediately.

Carried Unanimously

Request for Alternate Snowmobile Route

Resolution # CRM20190212.1007

Moved by Councillor Vining

That Council approve the realignment of the snowmobile trail as presented.

Carried Unanimously

Grant Funding Agreement Amendment No. 2 - Parent Link Centre

Resolution # CRM20190212.1008

Moved by Councillor Vining

That Council direct Kevin Nagoya, Chief Administrative Officer, to enter into an amendment (No. 2) to the Grant Agreement (No. ACS236918) with Her Majesty The Queen in Right of Alberta respecting changes to the Employment Standards Legislation which came into effect January 1, 2018.

Carried Unanimously

Grant Funding Agreement Amendment No. 1 - All-Hazard Incident Management Team Project

Resolution # CRM20190212.1009

Moved by Councillor Soroka

That Council direct Kevin Nagoya, Chief Administrative Officer, to enter into an amendment (No. 1) to the Conditional Grant Funding Agreement (dated April 10, 2018) with Her Majesty The Queen in Right of Alberta respecting the 2017/18 - All-Hazards Incident Management Team Project.

Carried Unanimously

**Request for Funding - Cold Lake Minor Hockey Association (CLMHA) 2019
Hockey Alberta Bantam A Provincials - January 22, 2019 Delegation**

Resolution # CRM20190212.1010

Moved by Councillor Vining

That Council accept the Cold Lake Minor Hockey Association (CLMHA) delegation presentation made at the January 22, 2019 regular meeting of Council as information, and support a Platinum Sponsorship donation in the amount of \$5,000.00 to host the 2019 Hockey Alberta Bantam A Provincials being held at the Energy Centre March 14-17, 2019 with funds to come from Council Goodwill (1-2-11-20-229).

Carried Unanimously

Coalition of Canadian Municipalities for Energy Action

Resolution # CRM20190212.1011

Moved by Councillor Buckle

That Council authorize the City of Cold Lake to enter into a relationship with IMPACT Public Affairs concerning Bill C-69 and lobbying the Government of Canada and Senate.

In Favor (3): Councillor Grau, Councillor Buckle, and Councillor Soroka

Opposed (1): Councillor Vining

Carried

COMMITTEE REPORTS

Minutes June 26, 2018 Municipal Planning Commission

Information.

**Minutes October 15, 2018 Family and Community Support Services Advisory
Committee**

Information.

Minutes October 18, 2018 Mid-Sized Cities Mayors' and CAOs' Caucus

Information.

Minutes November 26, 2018 Cold Lake Library Board

Information.

Minutes November 26, 2018 Cold Lake Regional Utility Services Commission

Information.

STAFF REPORTS

Chief Administrative Officer's Monthly Report - January 2019

Information.

Report to Chief Administrative Officer - Corporate Services - January 2019

Information.

Report to Chief Administrative Officer - Infrastructure Services - January 2019

Information.

Report to Chief Administrative Officer - Planning and Development - January 2019

Information.

Report to Chief Administrative Officer - Community Services - January 2019

Information.

COUNCIL HIGHLIGHTS/ REPORTS

Deputy Mayor & Council reported on their recent activities and attendance at various events.

NOTICES OF MOTION /PROCLAMATIONS/ ANNOUNCEMENTS

None.

QUESTIONS

None.

Resolution # CRM20190212.1012

Moved by Councillor Buckle

That the meeting be recessed at this time being 7:29 p.m., and reconvened at the call of the Chair.

Carried Unanimously

Deputy Mayor Grau reconvened the meeting at this time being 7:45 p.m.

IN CAMERA

Member-at-Large Appointment - Subdivision and Development Appeal Board

Present: Deputy Mayor Grau, Councillors Buckle, Soroka, and Vining, Chief Administrative Officer K. Nagoya, General Manager of Infrastructure Services A. Khan, General Manager of Planning & Development Services H. Pinnock, General Manager of Community Services G. Barnes, Acting General Manager of Corporate Services/ Manager of Legislative Services K. Isert, Manager of Strategic Initiatives A. Serba, Executive/Recording Secretary C. Reimer, and Intermediate Secretary V. Saini.

The following section of the FOIP Act applies for exemption of the disclosure:

- FOIP Section 17, Disclosure harmful to personal privacy

Resolution # CRM20190212.1013

Moved by Councillor Soroka

That the meeting go "In-Camera" at this time being 7:45 p.m., pursuant to Section 197(2) of the Municipal Government Act, 2000, Chapter M-26 and amendments thereto, and Division 2 of Part 1 of the Freedom of Information & Protection of Privacy Act, Revised Statutes of Alberta 2000, Chapter F-25 and amendments thereto, to discuss Privileged Information with regard to a Member-at-Large Appointment - Subdivision and Development Appeal Board (SDAB).

Carried Unanimously

Resolution # CRM20190212.1014

Moved by Councillor Vining

That the meeting come "Out-of-Camera" at this time being 7:47 p.m.

Carried Unanimously

Resolution # CRM20190212.1015

Moved by Councillor Buckle

That Council appoint Kristy Poirier to the Cold Lake Subdivision and Development Appeal Board.

Carried Unanimously

Legal - Windermere

Present: Deputy Mayor Grau, Councillors Buckle, Soroka, and Vining, Chief Administrative Officer K. Nagoya, General Manager of Infrastructure Services A. Khan, General Manager of Planning & Development Services H. Pinnock, General Manager of Community Services G. Barnes, Acting General Manager of Corporate Services/ Manager of Legislative Services K. Isert, Manager of Strategic Initiatives A. Serba, Executive/Recording Secretary C. Reimer, and Intermediate Secretary V. Saini.

The following sections of the FOIP Act apply for exemption of the disclosure:

- FOIP Section 23, Local public body confidences
- FOIP Section 24, Advice from officials
- FOIP Section 27, Privileged information

Resolution # CRM20190212.1016

Moved by Councillor Vining

That the meeting go "In-Camera" at this time being 7:47 p.m., pursuant to Section 197(2) of the Municipal Government Act, 2000, Chapter M-26 and amendments thereto, and Division 2 of Part 1 of the Freedom of Information & Protection of Privacy Act, Revised Statutes of Alberta 2000, Chapter F-25 and amendments thereto, to discuss Privileged Information with regard to Legal - Windermere.

Carried Unanimously

Resolution # CRM20190212.1017

Moved by Councillor Vining

That the meeting come "Out-of-Camera" at this time being 7:53 p.m.

Carried Unanimously

Legal - Cold Lake Estates Inc.

Present: Deputy Mayor Grau, Councillors Buckle, Soroka, and Vining, Chief Administrative Officer K. Nagoya, General Manager of Infrastructure Services A. Khan, General Manager of Planning & Development Services H. Pinnock, General Manager of Community Services G. Barnes, Acting General Manager of Corporate Services/ Manager of Legislative Services K. Isert, Manager of Strategic Initiatives A. Serba, Executive/Recording Secretary C. Reimer, and Intermediate Secretary V. Saini.

The following sections of the FOIP Act apply for exemption of the disclosure:

- FOIP Section 21, Disclosure harmful to intergovernmental relations
- FOIP Section 23, Local public body confidences
- FOIP Section 24, Advice from officials
- FOIP Section 27, Privileged information

Resolution # CRM20190212.1018

Moved by Councillor Buckle

That the meeting go "In-Camera" at this time being 7:53 p.m., pursuant to Section 197(2) of the Municipal Government Act, 2000, Chapter M-26 and amendments thereto, and Division 2 of Part 1 of the Freedom of Information & Protection of Privacy Act, Revised Statutes of Alberta 2000, Chapter F-25 and amendments thereto, to discuss Privileged Information with regard to Legal - Cold Lake Estates Inc.

Carried Unanimously

Resolution # CRM20190212.1019

Moved by Councillor Vining

That the meeting come "Out-of-Camera" at this time being 7:58 p.m.

Carried Unanimously

Legal - MRR Developments Ltd.

Present: Deputy Mayor Grau, Councillors Buckle, Soroka, and Vining, Chief Administrative Officer K. Nagoya, General Manager of Infrastructure Services A. Khan, General Manager of Planning & Development Services H. Pinnock, General Manager of Community Services G. Barnes, Acting General Manager of Corporate Services/ Manager of Legislative Services K. Isert, Manager of Strategic Initiatives A. Serba, Executive/Recording Secretary C. Reimer, and Intermediate Secretary V. Saini.

The following sections of the FOIP Act apply for exemption of the disclosure:

- FOIP Section 23, Local public body confidences
- FOIP Section 24, Advice from officials
- FOIP Section 27, Privileged information

Resolution # CRM20190212.1020

Moved by Councillor Buckle

That the meeting go "In-Camera" at this time being 7:58 p.m., pursuant to Section 197(2) of the Municipal Government Act, 2000, Chapter M-26 and amendments thereto, and Division 2 of Part 1 of the Freedom of Information & Protection of Privacy Act, Revised Statutes of Alberta 2000, Chapter F-25 and amendments thereto, to discuss Privileged Information with regard to Legal - MRR Developments Ltd.

Carried Unanimously

Resolution # CRM20190212.1021

Moved by Councillor Soroka

That the meeting come "Out-of-Camera" at this time being 8:10 p.m.

Carried Unanimously

Legal - Northshore Developments Ltd.

Present: Deputy Mayor Grau, Councillors Buckle, Soroka, and Vining, Chief Administrative Officer K. Nagoya, General Manager of Infrastructure Services A. Khan, General Manager of Planning & Development Services H. Pinnock, General Manager of Community Services G. Barnes, Acting General Manager of Corporate Services/ Manager of Legislative Services K. Isert, Manager of Strategic Initiatives A. Serba, Executive/Recording Secretary C. Reimer, and Intermediate Secretary V. Saini.

The following sections of the FOIP Act apply for exemption of the disclosure:

- FOIP Section 23, Local public body confidences
- FOIP Section 24, Advice from officials
- FOIP Section 27, Privileged information

Resolution # CRM20190212.1022

Moved by Councillor Soroka

That the meeting go "In-Camera" at this time being 8:11 p.m., pursuant to Section 197(2) of the Municipal Government Act, 2000, Chapter M-26 and amendments thereto, and Division 2 of Part 1 of the Freedom of Information & Protection of Privacy Act, Revised Statutes of Alberta 2000, Chapter F-25 and amendments thereto, to discuss Privileged Information with regard to Legal - Northshore Developments Ltd.

Carried Unanimously

Resolution # CRM20190212.1023

Moved by Councillor Soroka

That the meeting come "Out-of-Camera" at this time being 8:16 p.m.

Carried Unanimously

Legal - Alberta Utility Commission's Atco Gas Franchise Update

Present: Deputy Mayor Grau, Councillors Buckle, Soroka, and Vining, Chief Administrative Officer K. Nagoya, General Manager of Infrastructure Services A. Khan, General Manager of Planning & Development Services H. Pinnock, General Manager of Community Services G. Barnes, Acting General Manager of Corporate Services/ Manager of Legislative Services K. Isert, Manager of Strategic Initiatives A. Serba, Executive/Recording Secretary C. Reimer, and Intermediate Secretary V. Saini.

The following sections of the FOIP Act apply for exemption of the disclosure:

- FOIP Section 21, Disclosure harmful to intergovernmental relations
- FOIP Section 23, Local public body confidences
- FOIP Section 24, Advice from officials
- FOIP Section 27, Privileged information

Resolution # CRM20190212.1024

Moved by Councillor Buckle

That the meeting go "In-Camera" at this time being 8:16 p.m., pursuant to Section 197(2) of the Municipal Government Act, 2000, Chapter M-26 and amendments thereto, and Division 2 of Part 1 of the Freedom of Information & Protection of Privacy Act, Revised Statutes of Alberta 2000, Chapter F-25 and amendments thereto, to discuss Privileged Information with regard to Legal - Alberta Utility Commission's Atco Gas Franchise Update.

Carried Unanimously

Resolution # CRM20190212.1025

Moved by Councillor Soroka

That the meeting come "Out-of-Camera" at this time being 8:22 p.m.

Carried Unanimously

ADJOURNMENT

Resolution # CRM20190212.1026

Moved by Councillor Soroka

That the meeting be adjourned at this time being 8:22 p.m.

Carried Unanimously

Deputy Mayor

Chief Administrative Officer



STAFF REPORT

Title: Council - Corporate Priorities Committee Meeting February 19, 2019

Meeting Date: February 26, 2019

Executive Summary:

Council - Corporate Priorities Committee Meeting February 19, 2019

Background:

Alternatives:

Recommended Action:

That the minutes of Council's Corporate Priorities Committee meeting held February 19, 2019 be accepted as presented.

Budget Implications (Yes or No):

No

Submitted by:

Kevin Nagoya, Chief Administrative Officer



Council - Corporate Priorities Committee Meeting

Tuesday, February 19, 2019

6:00 p.m.

Council Chambers

Council Present: Mayor Craig Copeland
Councillor Bob Buckle
Councillor Jurgen Grau
Councillor Kirk Soroka
Councillor Chris Vining
Council Absent: Councillor Duane Lay
Councillor Vicky Lefebvre
Staff Present: Chief Administrative Officer Kevin Nagoya
General Manager of Corporate Services Linda Mortenson
General Manager of Infrastructure Services Azam Khan
General Manager of Planning & Development Services Howard Pinnock
General Manager of Community Services Glenn Barnes
Manager of Strategic Initiatives Andrew Serba
Executive Secretary Cindy Reimer
Intermediate/Recording Secretary Valerie Saini (In Training)
Manager of Legislative Services Kristy Isert (In Gallery)
Engineering Manager Rezaur Bhuiyan (In Gallery)
Engineering Technologist Colin Thibeau (In Gallery)

CALL TO ORDER

The meeting was called to order at this time being 6:02 p.m. by Mayor Copeland.

ADOPTION OF AGENDA

Resolution # CPC20190219.1001

Moved by Councillor Buckle

That the agenda be adopted as presented.

Carried Unanimously

DISCLOSURE OF INTEREST

None.

PUBLIC QUESTION PERIOD

None.

OLD BUSINESS

Policy No. 123-AD-10 - Council Honorarium and Per Diem Policy

Chief Administrative Officer K. Nagoya provided the Corporate Priorities Committee of Council with information regarding consideration of changing the Mayor's role from a part-time to full-time position, as well as changes to Council honorariums and per diems.

Extensive discussions and questions ensued.

The Corporate Priorities Committee of Council provided feedback to Administration.

Resolution # CPC20190219.1002

Moved by Councillor Soroka

That the Corporate Priorities Committee of Council recommend that Administration establish a committee to review Mayor and Council honorarium and per diems, and prepare a bylaw as such for the February 26, 2019 regular meeting of Council.

Carried Unanimously

Downtown Entry Feature Project - Grand Centre Gateway

General Manager of Infrastructure A. Khan presented the Corporate Priorities Committee with a new design concept for the Grand Centre Gateway.

Extensive discussions and questions ensued.

The Corporate Priorities Committee of Council provided feedback.

Administration will proceed with design details and tender documents.

NEW BUSINESS

McSweeney and Associates - Economic Development Strategy

Resolution # CPC20190219.1003

Moved by Councillor Vining

That New Business Item 6.1 McSweeney and Associates - Economic Development Strategy be postponed to the next Corporate Priorities Committee meeting being March 19, 2019.

Postponed

Bylaw No. 638-AD-19 - Bylaw to Amend Council Code of Conduct Bylaw No. 618-AD-18

General Manager of Corporate Services L. Mortenson provided the Corporate Priorities Committee of Council with information regarding Bylaw No. 638-AD-19, being a Bylaw to Amend Council Code of Conduct Bylaw No. 618-AD-18.

Lengthy discussions and questions ensued with feedback being provided to Administration.

It was agreed that Item 4.5.9 be removed from Bylaw No. 638-AD-19.

Resolution # CPC20190219.1004

Moved by Councillor Vining

That the Corporate Priorities Committee of Council direct Administration to bring Bylaw No. 638-AD-19, being a Bylaw to Amend Council Code of Conduct Bylaw No. 618-AD-18, to the February 26, 2019 regular meeting of Council for first reading, as amended.

Carried Unanimously

Resolution # CPC20190219.1005

Moved by Councillor Vining

That the meeting be recessed at this time being 7:22 p.m., and reconvened at the call of the Chair.

Carried Unanimously

Mayor Copeland reconvened the meeting at this time being 7:31 p.m.

Policy Development for Financial Allocations in Respect of Community Service Grants

Chief Administrative Officer K. Nagoya provided the Corporate Priorities Committee of Council with a draft bylaw to establish a Cold Lake Community Grant Advisory Committee.

Chief Administrative Officer K. Nagoya also provided amendments to Recreation and Culture Grant Policy No. 097-RC-07 that would formulate a standardized process for funding requests relating to community grants and sponsorships.

Comprehensive discussions and questions ensued.

Numerous amendments were suggested and agreed upon. It was agreed that Administration prepare the amendments for the March 19, 2019 Corporate Priorities Committing meeting.

Letter from Minister of Municipal Affairs

Manager of Strategic Initiatives A. Serba provided the Corporate Priorities Committee of Council an update on the letter sent to the Honourable Rachel Notley, Premier of Alberta, detailing the financial challenges faced by the City of Cold Lake, regarding the possible relocation of the Aerospace Engineering Test Establishment (AETE) from Canadian Forces Base Cold Lake.

Discussions and questions ensued.

The Corporate Priorities Committee of Council accepted the letter as information.

Pavement and Sidewalk Condition Data and Management System - Road Matrix

General Manager of Infrastructure Services A. Khan updated the Corporate Priorities Committee of Council on the Road Matrix software for Pavement Management System (PMS), which is used to manage sidewalk condition assessment.

Engineering Manager R. Bhuiyan provided a comprehensive PowerPoint presentation to the Corporate Priorities Committee of Council on how the PMS is being utilized for pavement management, road/sidewalk network inventory, data collection, analysis results, budget effect on network performance, and recommendations.

The Corporate Priorities Committee of Council accepted the PowerPoint presentation as information.

Recreation Facility Tour - Report

Chief Administrative Officer K. Nagoya and Manager of Strategic Initiatives A. Serba presented the Corporate Priorities Committee of Council a PowerPoint presentation where members of Council and Administration visited six (6) community's recreation facilities. The tours focused on communities with junior hockey teams, with a view to learning about the relationship between the teams and their home municipalities.

Resolution # CPC20190219.1006

Moved by Councillor Soroka

That Council extend the Council meeting past the 9:30 p.m. sunset clause in Section 4.7(17) of ByLaw No. 308-BD-07, being the Procedural ByLaw of the City of Cold Lake, and as amended by ByLaw No. 383-BD-10.

Carried Unanimously

QUESTIONS

None.

Resolution # CPC20190219.1007

Moved by Councillor Vining

That the meeting be recessed at this time being 9:32 p.m., and reconvened at the call of the Chair.

Carried Unanimously

Manager of Legislative Services K. Isert, Engineering Manager R. Bhuiyan, and Engineering Technologist C. Thibeau left the meeting at this time being 9:35 p.m.

Mayor Copeland reconvened the meeting at this time being 9:39 p.m.

IN CAMERA

Agreement - Cold Lake Aerodrome Land Lease

Present: Mayor Copeland, Councillors Buckle, Grau, Soroka, and Vining, Chief Administrative Officer K. Nagoya, General Manager of Corporate Services L. Mortenson, General Manager of Infrastructure Services A. Khan, General Manager of Planning & Development Services H. Pinnock, General Manager of Community Services G. Barnes, Manager of Strategic Initiatives A. Serba, Executive Secretary C. Reimer, and Intermediate/Recording Secretary V. Saini.

The following sections of the FOIP Act apply for exemption of the disclosure:

- FOIP Section 16, Disclosure harmful to business interests of a third party
- FOIP Section 24, Advice from officials
- FOIP Section 27, Privileged information

Resolution # CPC20190219.1008

Moved by Councillor Soroka

That the meeting go "In-Camera" at this time being 9:39 p.m., pursuant to Section 197(2) of the Municipal Government Act, 2000, Chapter M-26 and amendments thereto, and Division 2 of Part 1 of the Freedom of Information & Protection of Privacy Act, Revised Statutes of Alberta 2000, Chapter F-25 and amendments thereto, to discuss Privileged Information with regard to an Agreement - Cold Lake Aerodrome Land Lease.

Carried Unanimously

Resolution # CPC20190219.1009

Moved by Councillor Vining

That the meeting come "Out-of-Camera" at this time being 10:27 p.m.

Carried Unanimously

Development Agreement - Steve Engman

Present: Mayor Copeland, Councillors Buckle, Grau, Soroka, and Vining, Chief Administrative Officer K. Nagoya, General Manager of Corporate Services L. Mortenson, General Manager of Infrastructure Services A. Khan, General Manager of Planning & Development Services H. Pinnock, General Manager of Community Services G. Barnes, Manager of Strategic Initiatives A. Serba, Executive Secretary C. Reimer, and Intermediate/Recording Secretary V. Saini.

The following sections of the FOIP Act apply for exemption of the disclosure:

- FOIP Section 16, Disclosure harmful to business interests of a third party
- FOIP Section 24, Advice from officials
- FOIP Section 27, Privileged information

Resolution # CPC20190219.1010

Moved by Councillor Vining

That the meeting go "In-Camera" at this time being 10:27 p.m., pursuant to Section 197(2) of the Municipal Government Act, 2000, Chapter M-26 and amendments thereto, and Division 2 of Part 1 of the Freedom of Information & Protection of Privacy Act, Revised Statutes of Alberta 2000, Chapter F-25 and amendments thereto, to discuss Privileged Information with regard to a Development Agreement - Steve Engman.

Carried Unanimously

Resolution # CPC20190219.1011

Moved by Councillor Soroka

That the meeting come "Out-of-Camera" at this time being 10:51 p.m.

Carried Unanimously

ADJOURNMENT

Resolution # CPC20190219.1012

Moved by Councillor Vining

That the meeting be adjourned at this time being 10:51 p.m.

Carried Unanimously

Mayor

Chief Administrative Officer



STAFF REPORT

Title: City Financial Report – January 2019

Meeting Date: February 26, 2019

Executive Summary:

Administration presents monthly financial information to Council which includes accounts payable cheques, bank reconciliation and variance reports

Background:

As of January 31, 2019 the bank had a balance of \$3,848,044. The Investment portfolio had a book value of \$64,932,841 inclusive of accrued interest, and a market value of \$63,280,704. Figures for the January 31, 2019 variance report are as follows:

	YTD	BUDGET	%
Revenue	\$3,026,181	\$52,160,253	5.80
Expenses	\$1,618,870	\$52,160,253	3.10

Alternatives:

Recommended Action:

Administration recommends that Council accept the financial reports for the period ending January 31, 2019 including accounts payable cheque numbers 130030 to 130519

Budget Implications (Yes or No):

No

Submitted by:

Kevin Nagoya, Chief Administrative Officer

CITY SUMMARY OF VARIABLE REVENUES/EXPENSES BY FUNCTION

1/31/19

REVENUES	YTD ACTUAL	BUDGET	VARIANCE	% OF BUDGET
LEVY(penalties,investment returns)	2,086,263	500,000	- 1,586,263	417.25%
ADMINISTRATION	6,415	85,000	78,585	7.55%
POLICING	17,454	293,500	276,046	5.95%
FIRE RESCUE SERVICES	8,000	241,870	233,870	3.31%
BYLAW/SPEC CONSTABLES	11,747	166,700	154,953	7.05%
PUBLIC WORKS	2,500	350	- 2,150	714.29%
INFRASTRUCTURE SERVICES	-	10,000	10,000	0.00%
AIRPORT	22,789	118,350	95,561	19.26%
SPECIAL TRANSPORTATION	1,071	8,500	7,429	12.60%
PUBLIC TRANSPORTATION	-	20,000	20,000	0.00%
WATER	207,893	2,920,000	2,712,107	7.12%
SEWER	116,547	1,750,000	1,633,453	6.66%
WASTE DISPOSAL	128,449	1,918,000	1,789,551	6.70%
RECYCLING	50,704	715,586	664,882	7.09%
FCSS	1,727	45,000	43,273	3.84%
DAYCARE/SENIORS	4,479	24,145	19,666	18.55%
CEMETERY	-	5,000	5,000	0.00%
MUNICIPAL SERVICES	27,299	262,000	234,701	10.42%
ECONOMIC DEVELOPMENT	151	46,400	46,249	0.33%
LAND, HOUSING & BLDG RENTAL	952	61,428	60,476	1.55%
RECREATION ADMIN-LEISURE	-	25,000	25,000	0.00%
ARENA	39,735	462,200	422,465	8.60%
ENERGY CENTRE	39,334	1,037,000	997,666	3.79%
GOLF & WINTER CLUB	52,338	460,700	408,362	11.36%
PARKS & SPORTS FIELDS	-	28,500	28,500	0.00%
MARINA	2,297	238,921	236,624	0.96%
TOTAL VARIABLE REVENUES	2,828,143	11,444,150	8,616,007	24.71%

FIXED REVENUES				
LEVIES/REQUISITIONS	81,587.24	30,095,619.00	30,014,032	0.27%
PROVINCIAL GRANTS	116,450	827,717	711,267	14.07%
OTHER LOCAL GOV'T	-	647,267	647,267	0.00%
FEDERAL GRANTS	-	325,000	325,000	0.00%
LAND SALES	-	-	-	0.00%
TRANSFER FROM RESERVE	-	-	-	0.00%
FEES FOR SERVICE RUSC	-	792,500	792,500	0.00%
LEVY - ID349 (CAPITAL)	-	8,028,000	8,028,000	0.00%
TOTAL FIXED REVENUES	198,037	40,716,103	40,518,066	0.49%
TOTAL REVENUES	3,026,181	52,160,253	49,134,073	5.80%

EXPENSES	YTD ACTUAL	BUDGET	VARIANCE	% OF BUDGET
COUNCIL & LEGISLATIVE	33,478	397,671	364,193	8.42%
ADMINISTRATION	421,455	5,450,567	5,029,112	7.73%
POLICING	34,376	2,858,600	2,824,224	1.20%
FIRE RESCUE SERVICES	70,046	1,071,600	1,001,554	6.54%
DISASTER SERVICES	-	75,050	75,050	0.00%
BYLAW/SPEC CONSTABLE	39,232	788,260	749,028	4.98%
PUBLIC WORKS	280,518	5,092,490	4,811,972	5.51%
INFRASTRUCTURE SERVICES	50,879	745,700	694,821	6.82%
AIRPORT	242	210,700	210,458	0.11%
SPECIAL TRANSPORTATION	8,231	143,500	135,269	5.74%
PUBLIC TRANSPORTATION	5,897	914,600	908,703	0.64%
STORM SEWER	8,832	207,100	198,268	4.26%
WATER SUPPLY/DISTRIBUTION	39,414	2,272,390	2,232,976	1.73%
WATER TREATMENT/RESERVOIR	19,346	571,210	551,864	3.39%
SEWER COLLECTION	32,331	2,110,160	2,077,829	1.53%
LIFT STATIONS	15,475	384,580	369,105	4.02%
WASTE DISPOSAL	65,624	1,898,660	1,833,036	3.46%
RECYCLING	43,551	714,298	670,747	6.10%
FCSS	69,045	1,032,200	963,155	6.69%
DAYCARE/PLAYSCHOOL	-	30,600	30,600	0.00%
SENIORS	-	69,000	69,000	0.00%
CEMETERY	-	35,680	35,680	0.00%
MUNICIPAL SERVICES	46,454	778,850	732,396	5.96%
ECONOMIC DEVELOPMENT	28,812	717,900	689,088	4.01%
LAND, HOUSING & BLDG RENTAL	100	14,530	14,430	0.69%
RECREATION ADMINISTRATION	47,086	654,867	607,781	7.19%
ARENA	82,618	1,373,166	1,290,548	6.02%
ENERGY CENTRE	108,349	2,542,310	2,433,961	4.26%
GOLF & WINTER CLUB	18,364	953,630	935,266	1.93%
PARKS & SPORTS FIELDS	41,328	1,519,646	1,478,318	2.72%
MARINA	3,462	457,200	453,738	0.76%
LIBRARY	-	79,782	79,782	0.00%
MUSEUM	4,320	15,000	10,680	28.80%
TOTAL VARIABLE EXPENSES	1,618,870	36,181,497	34,562,627	4.47%

FIXED EXPENSES				
REQUISITIONS	-	-	-	0.00%
DEBENTURES	-	3,994,192	3,994,192	0.00%
LOCAL IMPROVEMENT ALLOC	-	2,615	2,615	0.00%
TRANSFER TO CAPITAL RESERVE	-	1,245,000.00	1,245,000	0.00%
ALLOWANCES	-	1,200,000	1,200,000	0.00%
TRANSFER TO OTHER AGENCY	-	1,236,949	1,236,949	0.00%
CONTINGENCY	-	300,000	300,000	0.00%
TRANSFER TO CAPITAL (ID349)	-	8,000,000	8,000,000	0.00%
TOTAL FIXED EXPENSES	-	15,978,756	15,978,756	0.00%
TOTAL EXPENSES	1,618,870	52,160,253	50,541,383	3.10%

MONTH END CASH SUMMARY
CITY OF COLD LAKE
1/31/19

	BANK CURRENT	INVESTMENTS	TOTAL
Receipts:	\$5,719,469	<u>Lakeland Credit Union - January 1, 2019</u>	0
Cash Receipts	\$1,303,079	Purchase (Redemption)	0
Auto Debits - UT/TX	\$580,317	Balance as January 31, 2018	0
Interest	\$1,322	Accrued interest - Credit Union	0
Common Shares	\$0	Balance as at January 31, 2019	0
Cancelled Cheques	\$11,930		
Returned Cheques	(\$5,510)	<u>ATB Financial - January 1, 2019</u>	19,000,000
Stale Dated Cheques	\$0	Purchase (Redemption) - GIC	0
Interest Received Investment	\$838	Balance as January 31, 2019	19,000,000
Transfer from Investment	\$0	Accrued Interest-ATB	245,636
Alberta Capital Debenture	\$0	Balance as January 31, 2019	19,245,636
Total Receipts	\$7,611,446		
Disbursements:		INVESTMENTS	
Accounts Payables	\$3,166,897		
Payroll	\$578,896	<u>Wood Gundy</u>	
Bank Wires & Drafts	\$15,526	Investment-Book Value January 1, 2019	43,987,800
Alberta Capital Debenture	\$0	Premium paid on Bonds January 1, 2019	1,447,774
Trans (from) to Investment	\$0	Purchase CIBC Full Service Flexible GIC	-
ASFF Payment	\$0		-
Service Charges	\$2,082		-
Total Disbursements	\$3,763,401	Investments-Book Value as at January 31, 2019	45,435,574
NET BALANCE:	\$3,848,044	Accrued Interest-Fixed income securities	251,630
		Accrued Interest-High Interest Savings Accounts	-
Statement end balance:	\$4,567,534	WG Balance as January 31, 2019	45,687,205
O/S deposits	\$19,220	WG Market Value	44,035,068
Cash on hand	\$400	TOTAL INVESTMENTS MARKET VALUE	63,280,704
Sub Total	\$4,587,154		
Less: Outstanding cheques	\$739,109	TOTAL INVESTMENTS-BOOK VALUE	64,932,841
NET BALANCE:	\$3,848,044		

MAYOR

CHIEF ADMINISTRATIVE OFFICER

Cheque #	Cheq Date	Vendor #	Vendor Name	Cheque Amount
130030	2019/01/04	156	ACCESS OVERDOOR LTD.	351.54
130031	2019/01/04	123	ACKLANDS - GRAINGER INC.	960.96
130032	2019/01/04	687	AECOM CANADA LTD.	1,945.91
130033	2019/01/04	1704	ALBERTA WATER & WASTEWATER OPERATO	60.00
130034	2019/01/04	1355	AMSC INSURANCE SERVICES LTD	11.94
130035	2019/01/04	9800	AWARE360 LTD.	3,183.60
130036	2019/01/04	104	B & R ECKEL'S TRANSPORT LTD.	602.27
130037	2019/01/04	8747	BERNIER'S DIESEL & AUTO REPAIR & P	210.00
130038	2019/01/04	2188	BEST SERVICE PROS LTD.	37,446.65
130039	2019/01/04	5720	BEST WESTERN COLD LAKE INN	313.90
130040	2019/01/04	6089	BONNYVILLE WATER CONDITIONING LTD.	35.00
130041	2019/01/04	12342	BOUMA, RYAN	39.62
130042	2019/01/04	9362	BRULLER CORPORATION	420.00
130043	2019/01/04	11107	BUMPER TO BUMPER	153.34
130044	2019/01/04	2572	BUSY BEE SANITARY SUPPLIES INC.	2,407.31
130045	2019/01/04	5823	CANADIAN LINEN & UNIFORM SERVICE	382.53
130046	2019/01/04	9798	CANADIAN TIRE #450	1,280.27
130047	2019/01/04	4631	CDW CANADA INC.	1,752.92
130048	2019/01/04	11329	CINTAS CANADA LIMITED	387.57
130049	2019/01/04	9478	CLASSIC EXPRESS INC.	3,150.00
130050	2019/01/04	650	CLEARTECH INDUSTRIES INC.	2,571.35
130051	2019/01/04	4615	COLD LAKE ALPINE SKI SOCIETY	2,500.00
130052	2019/01/04	1647	COLD LAKE FOOD BANK	1,558.75
130053	2019/01/04	111	COLD LAKE HOME HARDWARE BUILDING C	31.49
130054	2019/01/04	7249	COLLABWARE SYSTEMS INC.	2,079.00
130055	2019/01/04	278	COMMUNICATIONS COLD LAKE INC.	994.23
130056	2019/01/04	3408	CUMMINS CANADA ULC	3,308.59
130057	2019/01/04	7691	CWB NATIONAL LEASING	3,492.84
130058	2019/01/04	2657	DE LAGE LANDEN FINANCIAL SERVICES	668.80
130059	2019/01/04	9137	DENNIS, JAMES & ELIZABETH	26.89
130060	2019/01/04	1891	DIGITAL CONNECTION	1,036.04
130061	2019/01/04	3537	DOUBLE J.R.C FENCING LTD.	8,956.50
130062	2019/01/04	91785	DRYWALL SERVICES GRAND CENTRE LTD	682.50
130063	2019/01/04	145	E CONSTRUCTION LIMITED	29,473.61
130064	2019/01/04	38	ELECTRIC SERVICES GRAND CENTRE LTD	5,569.37
130065	2019/01/04	2762	ESRI CANADA LIMITED	20,475.00
130066	2019/01/04	4484	EXOVA CANADA INC.	1,309.80
130067	2019/01/04	967	FM GRAPH X	724.50
130068	2019/01/04	11639	GANTZ HEAVY EQUIPMENT & OILFIELD R	4,187.01
130069	2019/01/04	134	GRAND & TOY	183.80
130070	2019/01/04	4241	GRAND CENTRE GOLF & COUNTRY CLUB	752.78
130071	2019/01/04	5498	GREAT WEST NEWSPAPERS, LP	6,726.44
130072	2019/01/04	6608	GREGG DISTRIBUTORS CO. LTD.	126.50
130073	2019/01/04	10204	HOWRISH, JOLAINE	309.75
130074	2019/01/04	1199	HYDRO BLAST LTD.	840.00
130075	2019/01/04	47	IMAGES STUDIOS	105.00
130076	2019/01/04	699	INDUSTRIAL MACHINE INC.	199.01
130077	2019/01/04	3602	INGENIOUS SOFTWARE	1,375.50
130078	2019/01/04	82	JESTER PAINT SUPPLY LTD.	2,052.08
130079	2019/01/04	6051	KINOSOO PERFORMING ARTS ASSOCIATIO	7,000.00
130080	2019/01/04	4587	K3 PROMOTIONS INC.	28.56
130081	2019/01/04	117	LOCAL AUTHORITIES PENSION	3,401.83
130082	2019/01/04	12341	MCLEOD, LEWIS A	140.00
130083	2019/01/04	3844	MCSNET	73.40
130084	2019/01/04	10205	MODAK, SHAILESH	3,180.00
130085	2019/01/04	6188	OAKCREEK GOLF & TURF INC.	3,965.10

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Cheque #	Cheq Date	Vendor #	Vendor Name	Cheque Amount
130086	2019/01/04	262	OK TIRE - COLD LAKE	2,075.58
130087	2019/01/04	9096	PINNOCK, HOWARD	583.00
130088	2019/01/04	1048	PITNEY BOWES	1,025.76
130089	2019/01/04	11348	POSTMEDIA NETWORK INC.	1,251.60
130090	2019/01/04	12240	PREVOST, A DIVISON OF VOLVO GROUP	5,655.99
130091	2019/01/04	12340	PROTECTION FOR THE UNPROTECTED	250.00
130092	2019/01/04	4534	PUMPS & PRESSURE INC.	257.83
130093	2019/01/04	12315	RESPECT NEWS	945.00
130094	2019/01/04	12006	RMA FUEL LTD.	13,761.80
130095	2019/01/04	110	RONA	11.29
130096	2019/01/04	12107	RUDABAUGH, RICHARD	3,000.00
130097	2019/01/04	12009	RURAL MUNICIPALITIES OF ALBERTA	127.31
130098	2019/01/04	5052	SE DESIGN AND CONSULTING (2009) IN	259.56
130099	2019/01/04	8404	SERBA, ANDREW W	522.65
130100	2019/01/04	11726	SETLACK, MATTHEW	8.35
130101	2019/01/04	5672	STAPLES #332 COLD LAKE	119.68
130102	2019/01/04	8870	STRATEGIC ALLIANCE	4,077.15
130103	2019/01/04	6409	SUPERIOR PROPANE	1,522.47
130104	2019/01/04	124	SYLOGIST LTD.	5,548.81
130105	2019/01/04	5684	TIM HORTONS #2880	491.31
130106	2019/01/04	71	URLACHER CONSTRUCTION LTD.	149,085.84
130107	2019/01/04	12338	VALLEY BLADES LIMITED	2,021.69
130108	2019/01/04	11371	VOHL INC.	2,371.41
130109	2019/01/04	12036	WAYFAIR LLC	3,571.97
130110	2019/01/04	11309	WILLIER-PICHE, TINA	39.78
130111	2019/01/04	1027	625630 ALBERTA LTD.	157.50
*** Total : \$				373,944.68
*** Total # Of Cheques:				82

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Cheque #	Cheq Date	Vendor #	Vendor Name	Cheque Amount
130114	2019/01/11	2670	ACCURATE ASSESSMENT GROUP	10,521.00
130115	2019/01/11	687	AECOM CANADA LTD.	5,556.60
130116	2019/01/11	12318	ALANNA KELLIE FITNESS	135.00
130117	2019/01/11	8446	ALBERTA DEFENSIVE TACTICS TRAINING	2,342.81
130118	2019/01/11	9153	ALBERTA MUNICIPAL SERVICES CORPORA	237,569.91
130119	2019/01/11	5782	ALBERTA UNION OF PROVINCIAL EMPLOY	3,603.43
130120	2019/01/11	6593	AMSC INSURANCE SERVICES LTD.	2,271.74
130121	2019/01/11	162	ANSELL'S REFRIGERATION & HEATING L	574.41
130122	2019/01/11	832	ASSOCIATED ENGINEERING ALBERTA LTD	15,760.45
130123	2019/01/11	58	ATCO GAS	1,269.71
130124	2019/01/11	104	B & R ECKEL'S TRANSPORT LTD.	710.32
130125	2019/01/11	2687	BIG HILL SERVICES LTD	136.99
130126	2019/01/11	176	BONNYVILLE NOUVELLE	491.40
130127	2019/01/11	12348	BRAMSON, SEAN	400.00
130128	2019/01/11	1229	BROWNLEE LLP	17,795.22
130129	2019/01/11	9362	BRULLER CORPORATION	1,968.75
130130	2019/01/11	3225	BUCKLE, ROBERT	608.92
130131	2019/01/11	11107	BUMPER TO BUMPER	3,727.31
130132	2019/01/11	2572	BUSY BEE SANITARY SUPPLIES INC.	532.03
130133	2019/01/11	5823	CANADIAN LINEN & UNIFORM SERVICE	437.24
130134	2019/01/11	9798	CANADIAN TIRE #450	910.50
130135	2019/01/11	799	CAPITAL H2O SYSTEMS INC.	485.10
130136	2019/01/11	239	CENTRAL SHARPENING	520.80
130137	2019/01/11	3116	CITY OF LLOYDMINSTER	590.63
130138	2019/01/11	111	COLD LAKE HOME HARDWARE BUILDING C	308.95
130139	2019/01/11	12324	COLLABRIA	7,920.52
130140	2019/01/11	278	COMMUNICATIONS COLD LAKE INC.	3,608.85
130141	2019/01/11	3408	CUMMINS CANADA ULC	17,709.22
130142	2019/01/11	11050	DD CONTRACTING & CONSTRUCTION LTD.	39,516.75
130143	2019/01/11	11301	DECHAIINE, AMY	40.00
130144	2019/01/11	5855	DELL CANADA INC.	3,239.46
130145	2019/01/11	8303	DESCHAMPS, RYAN	324.64
130146	2019/01/11	1394	DIAMOND INTERNATIONAL TRUCKS LTD.	117.73
130147	2019/01/11	11794	DUFOUR, NANCY	96.00
130148	2019/01/11	5287	E-CARD ID PRODUCTS LTD	1,370.25
130149	2019/01/11	9123	EASTLINK	239.51
130150	2019/01/11	38	ELECTRIC SERVICES GRAND CENTRE LTD	397.10
130151	2019/01/11	1877	EMCO CORPORATION	115.93
130152	2019/01/11	10163	ENTERPRISE RENT A CAR CANADA COMPA	433.50
130153	2019/01/11	4484	EXOVA CANADA INC.	69.71
130154	2019/01/11	11838	FRIESEN, WADE	150.00
130155	2019/01/11	9174	GIBBS, CORY	55.59
130156	2019/01/11	10045	GOVERNMENT OF ALBERTA	177.50
130157	2019/01/11	11485	GOVERNMENT OF ALBERTA	1,357.42
130158	2019/01/11	134	GRAND & TOY	83.55
130159	2019/01/11	1127	GUILLEVIN INTERNATIONAL CLE/CO.	13,608.00
130160	2019/01/11	10446	HEFFNER, PENNYLYNN	19.16
130161	2019/01/11	12347	HIGHLAND METALCRAFT LTD.	15,750.00
130162	2019/01/11	699	INDUSTRIAL MACHINE INC.	770.78
130163	2019/01/11	12349	JACK AXE INC.	1,930.00
130164	2019/01/11	6672	JUST CHECKING RESOURCES INC.	52.50
130165	2019/01/11	12350	LAI, VICTOR	255.22
130166	2019/01/11	117	LOCAL AUTHORITIES PENSION	79,966.53
130167	2019/01/11	50	LOOMIS EXPRESS	454.67
130168	2019/01/11	2842	M/T SINC PLUMBING & HEATING	236.25
130169	2019/01/11	10205	MODAK, SHAILESH	2,950.72

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130170	2019/01/11	3127	NAGOYA, KEVIN	125.99
130171	2019/01/11	11608	NCGL CONSTRUCTION LTD.	6,310.50
130172	2019/01/11	8001	NEWCAP INC.	882.00
130173	2019/01/11	9903	PETTY CASH - GOLF & CURLING CLUB	67.69
130174	2019/01/11	3166	PETTY CASH - PUBLIC WORKS	180.95
130175	2019/01/11	7606	PINNACLE DISTRIBUTION INC.	174.04
130176	2019/01/11	2175	PITNEY WORKS	6,353.00
130177	2019/01/11	3289	PJ'S LIQUOR STORE	3,725.34
130178	2019/01/11	11348	POSTMEDIA NETWORK INC.	441.00
130179	2019/01/11	64	PUROLATOR COURIER LTD	454.34
130180	2019/01/11	9	RECEIVER GENERAL FOR CANADA	137,995.12
130181	2019/01/11	413	REYNOLDS MIRTH RICHARDS & FARMER L	3,734.08
130182	2019/01/11	1946	RIDERS CONNECTION	111.28
130183	2019/01/11	12006	RMA FUEL LTD.	2,582.81
130184	2019/01/11	110	RONA	39.83
130185	2019/01/11	841	SAFETY CODES COUNCIL	647.62
130186	2019/01/11	8450	SHAW DIRECT	133.30
130187	2019/01/11	11579	SITE RESOURCE GROUP INC.	267.75
130188	2019/01/11	12346	SLIPCHUK, STACEY	19.16
130189	2019/01/11	12345	SWIGART, BARB	19.16
130190	2019/01/11	8124	THERIAULT, JEAN A	800.00
130191	2019/01/11	5873	TOTH, LINDSAY	712.50
130192	2019/01/11	8002	UNITED RENTALS OF CANADA, INC.	2,582.73
130193	2019/01/11	12161	UNTEREINER, ALLISON	1,400.00
130194	2019/01/11	71	URLACHER CONSTRUCTION LTD.	840.00
130195	2019/01/11	9163	VALLEY TRAFFIC SUPPLIES	1,540.17
130196	2019/01/11	12344	WEST, ROBERT	100.00
130197	2019/01/11	7894	LAKELAND LAWN CARE (1743626 ALBERT	5,352.26
130198	2019/01/11	2538	4 IMPRINT, INC.	4,060.56

*** Total : \$ 683,899.46

*** Total # Of Cheques: 85

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130212	2019/01/18	3729	A & B REFRIGERATION & HEATING	850.50
130213	2019/01/18	12354	AGAT LABORATORIES	128.52
130214	2019/01/18	12310	AGGREKO CANADA, INC.	7,877.96
130215	2019/01/18	2315	ALBERTA DEVELOPMENT OFFICERS ASSOC	125.00
130216	2019/01/18	2863	ALBERTA FIRE CHIEFS ASSOCIATION	756.00
130217	2019/01/18	12333	ALI SHER MANAGEMENT INC.	10,000.00
130218	2019/01/18	832	ASSOCIATED ENGINEERING ALBERTA LTD	75,028.25
130219	2019/01/18	2934	ATCO ELECTRIC LTD.	14.92
130220	2019/01/18	10496	ATHLETICA SPORT SYSTEMS INC.	2,451.75
130221	2019/01/18	9605	AXIA CONNECT LTD.	1,877.09
130222	2019/01/18	104	B & R ECKEL'S TRANSPORT LTD.	1,505.50
130223	2019/01/18	5072	BEAVER RIVER REGIONAL WASTE MANAGE	51,586.79
130224	2019/01/18	6678	BELL	454.63
130225	2019/01/18	8747	BERNIER'S DIESEL & AUTO REPAIR & P	1,036.58
130226	2019/01/18	1229	BROWNLEE LLP	355.09
130227	2019/01/18	11107	BUMPER TO BUMPER	1,673.63
130228	2019/01/18	12355	BUTTERFLY WINGS N' WISHES LTD.	105.00
130229	2019/01/18	1706	CANADA POST CORPORATION	1,437.63
130230	2019/01/18	4481	CANADIAN ASSOCIATION OF FIRE CHIEF	588.00
130231	2019/01/18	5823	CANADIAN LINEN & UNIFORM SERVICE	561.74
130232	2019/01/18	9798	CANADIAN TIRE #450	1,069.76
130233	2019/01/18	11454	CAOUCETTE & SONS IMPLEMENTS LTD.	100.12
130234	2019/01/18	8281	CDI SPACES	12,491.91
130235	2019/01/18	4631	CDW CANADA INC.	1,489.89
130236	2019/01/18	8371	CHARTERED PROFESSIONAL ACCOUNTANTS	259.61
130237	2019/01/18	12056	CIMA CANADA INC.	19,098.06
130238	2019/01/18	2803	COLD LAKE FIREFIGHTER SOCIAL FUND	240.00
130239	2019/01/18	8735	COLD LAKE FOODS (2003) INC	142.52
130240	2019/01/18	278	COMMUNICATIONS COLD LAKE INC.	20,558.84
130241	2019/01/18	3119	CUETS FINANCIAL	132.03
130242	2019/01/18	7691	CWB NATIONAL LEASING	3,673.17
130243	2019/01/18	11050	DD CONTRACTING & CONSTRUCTION LTD.	30,975.00
130244	2019/01/18	2657	DE LAGE LANDEN FINANCIAL SERVICES	4,300.82
130245	2019/01/18	5855	DELL CANADA INC.	3,050.46
130246	2019/01/18	12361	DESROSIERS, MICHAEL	41.72
130247	2019/01/18	2974	DOLLAR STORE PLUS	218.14
130248	2019/01/18	10422	DOVE CENTRE	24.00
130249	2019/01/18	12357	DR. ANTHONY MACISAAC ORTHODONTIST	1,181.25
130250	2019/01/18	9215	EDMONTON KENWORTH LTD.	1,395.83
130251	2019/01/18	38	ELECTRIC SERVICES GRAND CENTRE LTD	1,367.06
130252	2019/01/18	8394	ENDRESS+HAUSER	752.52
130253	2019/01/18	4484	EXOVA CANADA INC.	139.42
130254	2019/01/18	252	FEDERATION OF CANADIAN MUNICIPALIT	2,782.56
130255	2019/01/18	1735	FIRST TRUCK CENTRE LLOYDMINSTER IN	299.29
130256	2019/01/18	12359	FORBES, STEPHEN	86.65
130257	2019/01/18	9978	FOUNTAIN TIRE (COLD LAKE) LTD.	109.57
130258	2019/01/18	133	G & K JANITORIAL & RESTORATIONS	365.19
130259	2019/01/18	12363	GAGNE, ROBIN	256.64
130260	2019/01/18	11639	GANTZ HEAVY EQUIPMENT & OILFIELD R	1,535.32
130261	2019/01/18	3754	GERRY'S EXPRESS LUBE INC.	535.25
130262	2019/01/18	11558	GOLDSTREAM PUBLISHING INC.	9,135.00
130263	2019/01/18	4241	GRAND CENTRE GOLF & COUNTRY CLUB	534.00
130264	2019/01/18	6608	GREGG DISTRIBUTORS CO. LTD.	171.07
130265	2019/01/18	523	GRIFFITH, MELVIN R	273.32
130266	2019/01/18	8119	HAWK HYDRAULICS	1,320.66
130267	2019/01/18	12358	IQBALZADA, RAFI	192.86

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Cheque #	Cheq Date	Vendor #	Vendor Name	Cheque Amount
130268	2019/01/18	82	JESTER PAINT SUPPLY LTD.	1,977.62
130269	2019/01/18	5040	JOE JOHNSON EQUIPMENT INC.	60.74
130270	2019/01/18	2815	KOOCANUSA PUBLICATIONS	729.60
130271	2019/01/18	1215	KYETECH CANADA INC.	690.64
130272	2019/01/18	7458	L.D. SEPTIC TANK CLEANING	577.50
130273	2019/01/18	2993	LAKELAND HUMANE SOCIETY	13,590.08
130274	2019/01/18	4546	LAWSON PRODUCTS INC.	2,127.82
130275	2019/01/18	2842	M/T SINC PLUMBING & HEATING	2,304.75
130276	2019/01/18	12364	MCALONEY, ADAM J	312.44
130277	2019/01/18	12278	MCCAIG, DAVE	501.30
130278	2019/01/18	92	MORTENSON, LINDA	500.00
130279	2019/01/18	7188	MUSICWORKS LTD.	31.50
130280	2019/01/18	6107	NEATHWAY MEDAL MOUNTING	624.50
130281	2019/01/18	262	OK TIRE - COLD LAKE	56.96
130282	2019/01/18	9896	PICKETT, NICOLE	20.51
130283	2019/01/18	10472	PICKLEBALL DEPOT LTD.	219.87
130284	2019/01/18	5685	POLLARD, DENISE	105.80
130285	2019/01/18	11348	POSTMEDIA NETWORK INC.	441.00
130286	2019/01/18	12362	PROCHECK HOME SERVICES	26.63
130287	2019/01/18	64	PUROLATOR COURIER LTD	31.98
130288	2019/01/18	1109	RELAY DISTRIBUTING	27.55
130289	2019/01/18	413	REYNOLDS MIRTH RICHARDS & FARMER L	1,014.09
130290	2019/01/18	1946	RIDERS CONNECTION	503.37
130291	2019/01/18	12356	RJ CUSTOM INC.	1,400.00
130292	2019/01/18	12006	RMA FUEL LTD.	5,772.31
130293	2019/01/18	110	RONA	66.44
130294	2019/01/18	12009	RURAL MUNICIPALITIES OF ALBERTA	3,469.86
130295	2019/01/18	5052	SE DESIGN AND CONSULTING (2009) IN	15,294.45
130296	2019/01/18	5672	STAPLES #332 COLD LAKE	99.86
130297	2019/01/18	2220	STAR AUTO & INDUSTRIAL LTD.	626.85
130298	2019/01/18	12360	STERLING, BRITTANY	26.25
130299	2019/01/18	11980	SUEZ WATER TECHNOLOGIES & SOLUTION	2,952.60
130300	2019/01/18	6409	SUPERIOR PROPANE	2,318.23
130301	2019/01/18	4996	SUPERIOR TRUCK EQUIPMENT INC.	56.18
130302	2019/01/18	492	TELUS MOBILITY INC.	4,407.43
130303	2019/01/18	8104	TIGER CALCIUM SERVICES INC.	4,566.82
130304	2019/01/18	438	TODD & DRAKE LLP	625.97
130305	2019/01/18	9611	TOWN OF BEAUMONT	748.05
130306	2019/01/18	6090	TST CANADA	976.42
130307	2019/01/18	12338	VALLEY BLADES LIMITED	538.39
130308	2019/01/18	5319	WASTE MANAGEMENT OF CANADA CORPORA	202.51
130309	2019/01/18	11500	WINDERMERE REGISTRY	10.50

*** Total : \$ 349,349.46

*** Total # Of Cheques: 98

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130312	2019/01/25	12367	ABOVE & BEYOND PROMOTIONS LTD.	1,047.90
130313	2019/01/25	123	ACKLANDS - GRAINGER INC.	49.85
130314	2019/01/25	687	AECOM CANADA LTD.	2,253.24
130315	2019/01/25	5782	ALBERTA UNION OF PROVINCIAL EMPLOY	3,599.54
130316	2019/01/25	18	ALBERTA URBAN MUNICIPALITIES ASSOC	57.75
130317	2019/01/25	8226	ALLSOP, EMILY	462.00
130318	2019/01/25	1355	AMSC INSURANCE SERVICES LTD	84,921.45
130319	2019/01/25	6593	AMSC INSURANCE SERVICES LTD.	2,302.26
130320	2019/01/25	162	ANSELL'S REFRIGERATION & HEATING L	2,623.41
130321	2019/01/25	104	B & R ECKEL'S TRANSPORT LTD.	439.92
130322	2019/01/25	3169	BEAUDOIN, PHILIP	247.97
130323	2019/01/25	11484	BLUE SUN HEALING	1,000.00
130324	2019/01/25	6089	BONNYVILLE WATER CONDITIONING LTD.	35.00
130325	2019/01/25	9362	BRULLER CORPORATION	189.00
130326	2019/01/25	11107	BUMPER TO BUMPER	130.60
130327	2019/01/25	2572	BUSY BEE SANITARY SUPPLIES INC.	514.28
130328	2019/01/25	5823	CANADIAN LINEN & UNIFORM SERVICE	943.86
130329	2019/01/25	9798	CANADIAN TIRE #450	15.11
130330	2019/01/25	2920	THE CITY OF RED DEER	500.00
130331	2019/01/25	11519	CLEAR WATER CONTROLS INC.	607.52
130332	2019/01/25	650	CLEARTECH INDUSTRIES INC.	3,071.04
130333	2019/01/25	5800	COLD LAKE ENTERTAINMENT SOCIETY	4,000.00
130334	2019/01/25	8735	COLD LAKE FOODS (2003) INC	96.62
130335	2019/01/25	111	COLD LAKE HOME HARDWARE BUILDING C	78.60
130336	2019/01/25	10206	COLD LAKE PROPERTIES LTD	304.14
130337	2019/01/25	3114	COLD LAKE RECYCLING CENTRE LTD.	39,402.02
130338	2019/01/25	278	COMMUNICATIONS COLD LAKE INC.	476.63
130339	2019/01/25	2725	COMPASS MUNICIPAL SERVICES INC	6,342.00
130340	2019/01/25	5748	COULTER, PATRICIA	50.00
130341	2019/01/25	11960	DENOTER HOLDINGS LTD.	9,335.49
130342	2019/01/25	8303	DESCHAMPS, RYAN	75.00
130343	2019/01/25	9215	EDMONTON KENWORTH LTD.	86.05
130344	2019/01/25	8394	ENDRESS+HAUSER	4,181.14
130345	2019/01/25	9648	MCCOWAN, EVELYN	425.00
130346	2019/01/25	4484	EXOVA CANADA INC.	69.71
130347	2019/01/25	6099	FEDERAL EXPRESS CANADA CORPORATION	18.57
130348	2019/01/25	9978	FOUNTAIN TIRE (COLD LAKE) LTD.	1,286.87
130349	2019/01/25	11639	GANTZ HEAVY EQUIPMENT & OILFIELD R	1,152.61
130350	2019/01/25	6983	HOGAN, MELANIE	795.00
130351	2019/01/25	25	GOVERNMENT OF ALBERTA	142.00
130352	2019/01/25	10045	GOVERNMENT OF ALBERTA	355.00
130353	2019/01/25	11485	GOVERNMENT OF ALBERTA	1,468.08
130354	2019/01/25	12057	GOVERNMENT OF ALBERTA	4.04
130355	2019/01/25	134	GRAND & TOY	53.41
130356	2019/01/25	8119	HAWK HYDRAULICS	1,209.05
130357	2019/01/25	12349	JACK AXE INC.	1,930.00
130358	2019/01/25	82	JESTER PAINT SUPPLY LTD.	597.98
130359	2019/01/25	5040	JOE JOHNSON EQUIPMENT INC.	268.39
130360	2019/01/25	12368	JOHNSTON, ERIC	561.17
130361	2019/01/25	7091	KHAN, AZAM	44.88
130362	2019/01/25	6428	KNELSEN SAND AND GRAVEL LTD.	126,153.45
130363	2019/01/25	4587	K3 PROMOTIONS INC.	2,403.40
130364	2019/01/25	352	LAKELAND CREDIT UNION	2,907.77
130365	2019/01/25	159	LAKELAND INN HOTEL	198.00
130366	2019/01/25	117	LOCAL AUTHORITIES PENSION	80,643.80
130367	2019/01/25	2842	M/T SINC PLUMBING & HEATING	5,638.50

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130368	2019/01/25	12366	MCDONAGH, JAIME	195.00
130369	2019/01/25	4067	MISA PRAIRIES	157.50
130370	2019/01/25	10205	MODAK, SHAILESH	244.90
130371	2019/01/25	3127	NAGOYA, KEVIN	2,075.51
130372	2019/01/25	1147	NAILS ENTERPRISES (2007) INC.	3,682.67
130373	2019/01/25	8001	NEWCAP INC.	1,873.14
130374	2019/01/25	10360	NOVA MECHANICAL SYSTEMS LTD.	606,920.20
130375	2019/01/25	8308	NSC MINERALS	3,678.76
130376	2019/01/25	12365	NUTRIEN AG SOLUTIONS (CANADA)	412.50
130377	2019/01/25	9369	PETLAND COLD LAKE LTD.	494.52
130378	2019/01/25	12073	REBEL NDT INSPECTIONS LTD.	887.26
130379	2019/01/25	9664	RECEIVER GENERAL FOR CANADA	473,592.70
130380	2019/01/25	9	RECEIVER GENERAL FOR CANADA	147,110.47
130381	2019/01/25	351	RECEIVER GENERAL FOR CANADA	13.60
130382	2019/01/25	1109	RELAY DISTRIBUTING	23.59
130383	2019/01/25	413	REYNOLDS MIRTH RICHARDS & FARMER L	2,030.11
130384	2019/01/25	10829	ROBERTSON, RUSSELL	202.71
130385	2019/01/25	110	RONA	20.99
130386	2019/01/25	12009	RURAL MUNICIPALITIES OF ALBERTA	1,549.98
130387	2019/01/25	12255	SAINI, VALERIE	150.00
130388	2019/01/25	11561	SALTER, BRANDON E	264.40
130389	2019/01/25	7915	SCHMIDTZ, KIM M	150.00
130390	2019/01/25	5052	SE DESIGN AND CONSULTING (2009) IN	1,005.04
130391	2019/01/25	11579	SITE RESOURCE GROUP INC.	15,481.11
130392	2019/01/25	5925	SMS EQUIPMENT INC.	703.67
130393	2019/01/25	10091	SOUTHLAND TRANSPORTATION LTD.	130.63
130394	2019/01/25	12252	ST. PAUL PARENT LINK	33,715.71
130395	2019/01/25	2220	STAR AUTO & INDUSTRIAL LTD.	152.96
130396	2019/01/25	304	STOKES INTERNATIONAL	1,525.39
130397	2019/01/25	9164	STREETER, TERRANCE	460.52
130398	2019/01/25	4996	SUPERIOR TRUCK EQUIPMENT INC.	1,622.25
130399	2019/01/25	9873	THE INSPECTIONS GROUP INC.	12,602.46
130400	2019/01/25	8108	THOMSON REUTERS CANADA	501.90
130401	2019/01/25	3285	UNITED RENTALS	232.35
130402	2019/01/25	71	URLACHER CONSTRUCTION LTD.	43,565.03
130403	2019/01/25	562	URLACHER, GEORGE	443.93
130404	2019/01/25	7450	URLACHER, PAIGE	178.50
130405	2019/01/25	12338	VALLEY BLADES LIMITED	1,348.49
130406	2019/01/25	11500	WINDERMERE REGISTRY	40.00
130407	2019/01/25	11993	ZELISKO, MICHEAL	17.50

*** Total : \$ 1,757,224.02

*** Total # Of Cheques: 96

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130418	2019/02/01	81	ABOVE & BEYOND FLORIST	63.00
130419	2019/02/01	123	ACKLANDS - GRAINGER INC.	487.18
130420	2019/02/01	687	AECOM CANADA LTD.	6,675.41
130421	2019/02/01	2863	ALBERTA FIRE CHIEFS ASSOCIATION	191.79
130422	2019/02/01	8218	ALBERTA MUNICIPAL HEALTH & SAFETY	115.40
130423	2019/02/01	12044	ALBERTA ONE-CALL CORPORATION	28.35
130424	2019/02/01	1704	ALBERTA WATER & WASTEWATER OPERATO	757.49
130425	2019/02/01	58	ATCO GAS	364.46
130426	2019/02/01	104	B & R ECKEL'S TRANSPORT LTD.	1,133.06
130427	2019/02/01	2741	BELL CANADA	3.35
130428	2019/02/01	2188	BEST SERVICE PROS LTD.	36,413.09
130429	2019/02/01	9792	BODNAR, HARVEY	1,470.00
130430	2019/02/01	12378	BOUCHARD, HUGO	8.69
130431	2019/02/01	11107	BUMPER TO BUMPER	124.64
130432	2019/02/01	2572	BUSY BEE SANITARY SUPPLIES INC.	303.73
130433	2019/02/01	6355	CAN-TRAFFIC SERVICES LTD.	133.88
130434	2019/02/01	5823	CANADIAN LINEN & UNIFORM SERVICE	196.46
130435	2019/02/01	9798	CANADIAN TIRE #450	427.17
130436	2019/02/01	12160	CANSAL SAFETY INC.	2,341.50
130437	2019/02/01	7008	CASEWARE INTERNATIONAL INC.	6,284.25
130438	2019/02/01	4631	CDW CANADA INC.	662.99
130439	2019/02/01	8735	COLD LAKE FOODS (2003) INC	291.78
130440	2019/02/01	111	COLD LAKE HOME HARDWARE BUILDING C	230.75
130441	2019/02/01	278	COMMUNICATIONS COLD LAKE INC.	682.50
130442	2019/02/01	5199	COMMUNITY PLANNING ASSOCIATION OF	250.00
130443	2019/02/01	12227	COULTIS, CANDICE	125.00
130444	2019/02/01	10458	CREVIER, SIMON	400.00
130445	2019/02/01	7691	CWB NATIONAL LEASING	180.33
130446	2019/02/01	11050	DD CONTRACTING & CONSTRUCTION LTD.	27,473.25
130447	2019/02/01	8303	DESCHAMPS, RYAN	100.00
130448	2019/02/01	1394	DIAMOND INTERNATIONAL TRUCKS LTD.	313.08
130449	2019/02/01	12376	EADON, JOHN	41.94
130450	2019/02/01	38	ELECTRIC SERVICES GRAND CENTRE LTD	12,967.50
130451	2019/02/01	1877	EMCO CORPORATION	47.07
130452	2019/02/01	10163	ENTERPRISE RENT A CAR CANADA COMPA	384.48
130453	2019/02/01	4484	EXOVA CANADA INC.	279.34
130454	2019/02/01	12326	FALLOWS, FRANK R	147.27
130455	2019/02/01	11588	FITNESS WEST	1,320.90
130456	2019/02/01	3595	FLEETWOOD CONSTRUCTION LTD.	236.25
130457	2019/02/01	967	FM GRAPH X	2.05
130458	2019/02/01	8297	GLOBAL INDUSTRIAL CANADA INC	7,494.08
130459	2019/02/01	11852	GOWLING WLG-CMHC	24.84
130460	2019/02/01	134	GRAND & TOY	231.99
130461	2019/02/01	185	HARVIE'S GLASS & MIRROR LTD.	212.63
130462	2019/02/01	11694	HOUSECO LTD.	85.01
130463	2019/02/01	47	IMAGES STUDIOS	840.00
130464	2019/02/01	82	JESTER PAINT SUPPLY LTD.	2,562.84
130465	2019/02/01	7745	JOHN DEERE FINANCIAL	1,607.38
130466	2019/02/01	7654	KEAST, SHANNON	50.14
130467	2019/02/01	6750	KINETIC BMS INC.	1,758.75
130468	2019/02/01	12377	KONIECZNY, MARY I	16.63
130469	2019/02/01	4587	K3 PROMOTIONS INC.	53.55
130470	2019/02/01	8624	LAC LA BICHE COUNTY/LAC LA BICHE P	41,799.77
130471	2019/02/01	352	LAKELAND CREDIT UNION	50.14
130472	2019/02/01	2842	M/T SINC PLUMBING & HEATING	168.00
130473	2019/02/01	12374	MARKSMEN VEGETATION MANAGEMENT	809.63

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130474	2019/02/01	3844	MCSNET	73.40
130475	2019/02/01	10290	MICROSOFT CORPORATION	72,752.15
130476	2019/02/01	10205	MODAK, SHAIKESH	37.86
130477	2019/02/01	11548	NOURISH THE SOUL WELLNESS CENTRE	32.41
130478	2019/02/01	8308	NSC MINERALS	3,636.15
130479	2019/02/01	12373	PANKRATZ, KRISTA	115.00
130480	2019/02/01	6694	PARR, LORRAINE	672.13
130481	2019/02/01	8574	PERREAULT, CYMON JAMES	600.00
130482	2019/02/01	2164	PETTY CASH - FCSS	329.56
130483	2019/02/01	6651	PORTAGE COLLEGE	80.00
130484	2019/02/01	11348	POSTMEDIA PAYMENT CENTRE	1,214.85
130485	2019/02/01	12240	PREVOST, A DIVISON OF VOLVO GROUP	117.96
130486	2019/02/01	12362	PROCHECK HOME SERVICES	68.53
130487	2019/02/01	12372	QUANTUM ELECTRONICS & APPLIANCE LL	319.71
130488	2019/02/01	2052	RECEIVER GENERAL FOR CANADA	3,862.62
130489	2019/02/01	12369	REED, DANIELLE	3,822.00
130490	2019/02/01	1109	RELAY DISTRIBUTING	51.12
130491	2019/02/01	12375	RISTAU, MARGARET	449.86
130492	2019/02/01	12006	RMA FUEL LTD.	26,417.87
130493	2019/02/01	110	RONA	1,909.76
130494	2019/02/01	12009	RURAL MUNICIPALITIES OF ALBERTA	10,760.94
130495	2019/02/01	11561	SALTER, BRANDON E	187.38
130496	2019/02/01	8105	SCHULTZ, BRADLEY	189.00
130497	2019/02/01	5884	SHRED-IT INTERNATIONAL ULC	283.61
130498	2019/02/01	8679	SOLIDEARTH GEOTECHNICAL	5,213.24
130499	2019/02/01	5672	STAPLES #332 COLD LAKE	654.21
130500	2019/02/01	2220	STAR AUTO & INDUSTRIAL LTD.	137.06
130501	2019/02/01	12371	STARTEC REFRIGERATION SERVICES LTD	29,893.50
130502	2019/02/01	12370	STITCHED APPAREL, ULC	1,212.35
130503	2019/02/01	8870	STRATEGIC ALLIANCE	369.60
130504	2019/02/01	124	SYLOGIST LTD.	2,562.00
130505	2019/02/01	7982	TD CANADA TRUST	28.28
130506	2019/02/01	20	TELUS COMMUNICATIONS INC	6,821.51
130507	2019/02/01	12302	THE DAILY GOODS	126.00
130508	2019/02/01	5501	THE FIRE WITHIN	8,925.00
130509	2019/02/01	8104	TIGER CALCIUM SERVICES INC.	4,788.01
130510	2019/02/01	10178	TOYS R US (CANADA) LTD.	82.56
130511	2019/02/01	71	URLACHER CONSTRUCTION LTD.	24,975.31
130512	2019/02/01	7109	VERANOVA PROPERTIES LTD	123.39
130513	2019/02/01	5319	WASTE MANAGEMENT OF CANADA CORPORA	5,986.69

*** Total : \$ 390,307.34

*** Total # Of Cheques: 96

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STAFF REPORT

Title: Bylaw No. 640-LU-19 - Bylaw to Designate a Public Utility Lot

Meeting Date: November 26, 2018

Executive Summary:

Bylaw to Designate a Portion of NE 35-62-2-4 as a Public Utility Lot in accordance with Section 665 of the Municipal Government Act.

Background:

As a part of the regional waterline construction, the City has negotiated to purchase a portion of NE 35-62-2-4 for the purposes of a Public Utility Lot (PUL) for the waterline. In accordance with the purchase agreement, the City is required to pass a Bylaw to designate the lands as a PUL in accordance with section 665 of the Municipal Government Act.

Section 665(1) States:

“A council may by bylaw require that a parcel of land or a part of a parcel of land that it owns or that it is in the process of acquiring be designated as municipal reserve, school reserve, municipal and school reserve, environmental reserve or public utility lot.”

Administration has determined that a Public Hearing is not required, and adjacent property owners have received notification of the acquisition of the PUL through the land subdivision process. That being said, Council may deem that a non-statutory public hearing is in the best interest of the public for its own reasons. Administration is recommending that Council proceed to give Bylaw 640-LU-19 second as well as third and final reading.

Alternatives:

Council may consider the following alternatives:

1. Proceed to give Bylaw 640-LU-19 second as well as third and final reading.
2. Defeat a motion to give Bylaw 640-LU-19 second reading.
3. Accept as information only.

Recommended Action:

Administration recommends that Council proceed to give Bylaw No. 640-LU-19, being a Bylaw to Designate a Public Utility Lot Within NE 35-62-2-4 in Accordance with Section 665 of the Municipal Government Act, in the City of Cold Lake, second as well as third and final reading.

Budget Implications (Yes or No):

No

Submitted by:



City of **Cold Lake**

Kevin Nagoya, Chief Administrative Officer

CITY OF COLD LAKE
BYLAW #640-LU-19
A BYLAW TO DESIGNATE A PUBLIC UTILITY LOT

A BYLAW OF THE CITY OF COLD LAKE IN THE PROVINCE OF ALBERTA, TO
DESIGNATE A PUBLIC UTILITY LOT IN ACCORDANCE WITH SECTION 665 OF THE
MUNICIPAL GOVERNMENT ACT

PURSUANT to section 665 of the *Municipal Government Act*, RSA 2000, Chapter M-26, a council may, by bylaw require that a parcel of land that it is acquiring be designated as a Public Utility Lot; and pursuant to section 191(1) of the *Municipal Government Act*, RSA 2000, Chapter M-26 as amended, Council may pass, amend or repeal a bylaw;

WHEREAS the City of Cold Lake has reached an agreement with the land owner of NE 35-62-2-4 to acquire a portion of this parcel to be designated as a Public Utility Lot;

AND WHEREAS a Plan of Survey attached as Schedule ‘A’ to this Bylaw identifies the portion of the parcel to be acquired and to be designated as a Public Utility Lot;

NOW THEREFORE the Council of the City of Cold Lake in the Province of Alberta, in Council duly assembled, hereby enacts as follows:

SECTION 1 – TITLE

1. This Bylaw shall be cited as the “Public Utility Lot Designation within NE 35-62-2-4”.

SECTION 2 – PUBLIC UTILITY LOT DESIGNATION

2. The portion of NE 35-62-2-4 identified as Area “A” on the Plan of Survey attached to and forming part of this Bylaw as Schedule ‘A’ is to be designated as 1 (one) Public Utility Lot.
3. The Registrar is requested to, in accordance with Section 665(2) of the Municipal Government Act, do all things necessary to give effect to this Bylaw.

SECTION 3 – ENACTMENT

4. This Bylaw shall come into full force and effect at the beginning of the day that it is passed.

FIRST READING passed in open Council duly assembled in the City of Cold Lake, in the Province of Alberta this __ day of ____, A.D. 2019, on motion by Councillor_____.

**CARRIED
UNANIMOUSLY**

SECOND READING passed in open Council duly assembled in the City of Cold Lake, in the Province of Alberta this ____day of ____, A.D. 2019 on motion by Councillor_____.

**CARRIED
UNANIMOUSLY**

THIRD AND FINAL READING passed in open Council duly assembled in the City of Cold Lake, in the Province of Alberta this _ day of ____, A.D. 2019, on motion by Councillor_____.

**CARRIED
UNANIMOUSLY**

Executed this_____ day of _____, 2019

CITY OF COLD LAKE

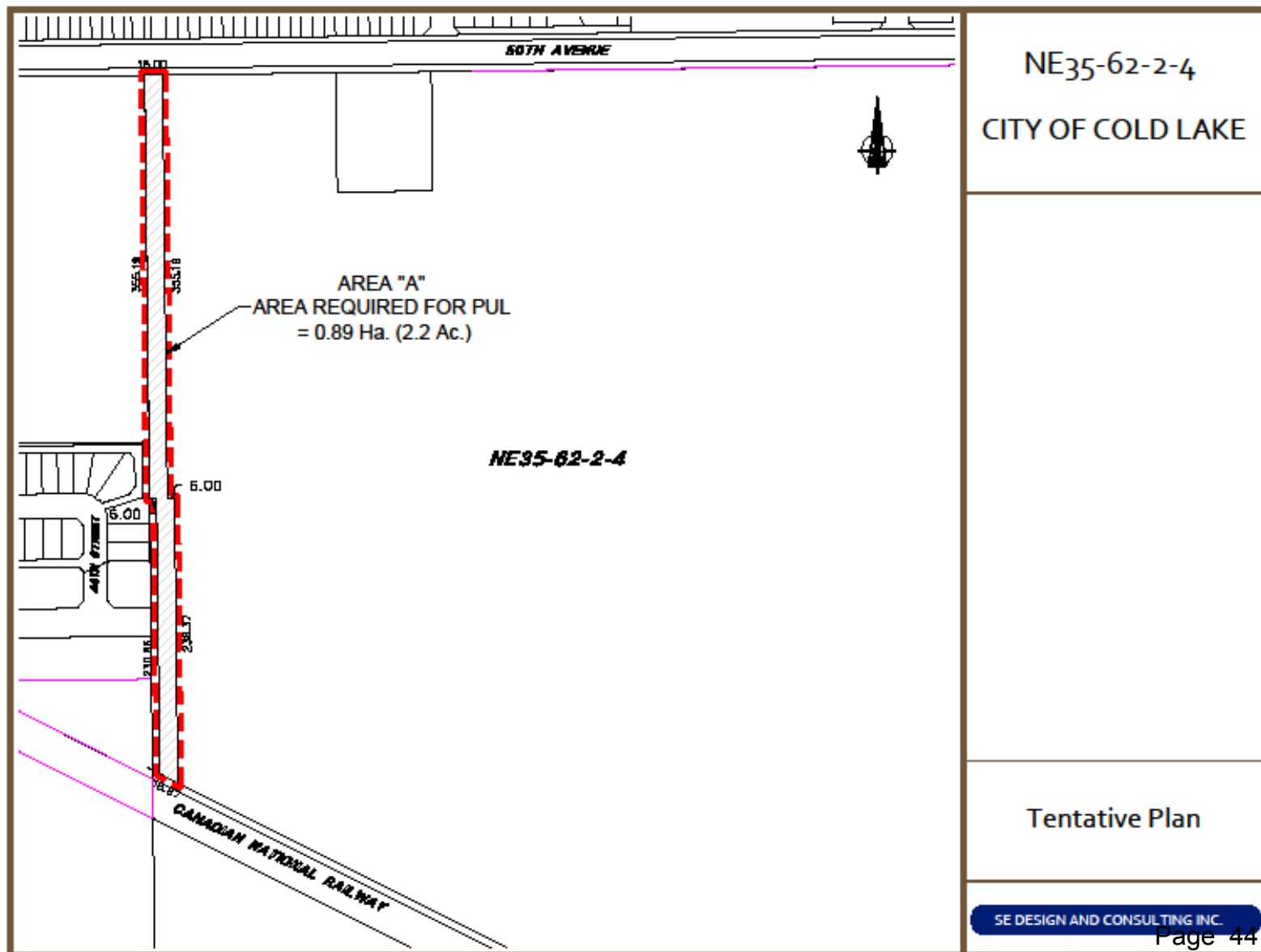
MAYOR

CHIEF ADMINISTRATIVE OFFICER

Schedule 'A'

Bylaw 640-LU-19

Part of NE 35-62-2-W4M



Map of Proposed Subdivision

Part of NE-35-62-2-4





STAFF REPORT

Title: Bylaw No. 638-AD-19 - Bylaw to Amend Council Code of Conduct Bylaw No. 618-AD-18

Meeting Date: February 27, 2019

Executive Summary:

At the Corporate Priorities of Council on February 19, 2019, Council considered amendments to Bylaw No. 618-AD-18, Council Code of Conduct bylaw. Council requested Administration amend the draft bylaw and present it to the February 26, 2019, Regular Meeting of Council.

Bylaw No. 638-AD-19, Amendment to the Council Code of Conduct Bylaw has been amended as per Council's request, and is before Council for consideration for first reading.

Background:

Council passed Bylaw No. 618-AD-18 the Council Code of Conduct Bylaw on April 24, 2018.

Administration presented the below recommended amendments to the Corporate Priorities Meeting of council on February 19, 2019:

Adding section 2.10:

2.10 "Council Complaints Committee" means the Committee created by this Bylaw, and for each meeting of such committee, to be composed of all Councillors other than the one or more Councillors about whom a particular complaint is made. The quorum of this Committee is the majority of Council.

Revising section 3.22.5 (changes in red):

3.22.5 Leave the meeting room if the matter is discussed and not return until discussions has ended or voting on the matter has been concluded; with the exception that, Councillors with a stated conflict of interest may stay in the meeting room, if the Councillor is seated in the gallery and addresses Council as a taxpayer, elector, ~~or owner or if the Councillor who~~ has the right to be heard pursuant to the Act or any other enactment.

Revising section 4.4 (changes in red):



- 4.4 The Council Complaints Committee is formed for the purposes set out below. The Mayor (or Deputy Mayor) shall call and Chair a meeting of the Council Complaints Committee which shall consider ~~special~~ in-camera Council Meeting ~~to determine~~ the validity of the complaint, and during which:
- 4.4.1 All Councillors shall be provided with a copy of the Complaint Form and given an opportunity to ask questions;
 - 4.4.2 The Councillor alleged to have breached the Code of Conduct has a right to be heard by the Committee and shall answer questions from the other Councillors and be given an opportunity to respond to the allegations and provide additional information concerning the allegations;
 - 4.4.3 The Chair may determine that additional information is required to determine the validity of the complaint;
 - 4.4.4 The complaint ~~shall be deemed~~ may be determined to be valid by a two-thirds majority vote of the members of the Committee Council, who are present, but excluding any Councillor about whom the complaint under consideration is made, no later than forty-five (45) days following receipt of the complaint, unless the Council Complaints Committee passes a motion to extend the period beyond the forty-five (45) day deadline.

Revising section 4.5 (changes in red):

- 4.5 Where a complaint is deemed to be valid in accordance with section 4.4, the appropriate sanction shall be determined by a two-thirds majority vote of the members of the Committee Council, but excluding any Councillor about whom the complaint under consideration is made, who are present when the complaint is considered, from any or all of the following options:
- 4.5.1 a letter of reprimand addressed to the Councillor;
 - 4.5.2 requesting the Councillor to issue a letter of apology;
 - 4.5.3 publication of a letter of reprimand or request for apology and the Councillor's response;
 - 4.5.4 a requirement to attend training;
 - 4.5.5 suspension or removal of the appointment of a Councillor as the deputy Mayor or acting Mayor under section 152 of the Act;
 - 4.5.6 suspension or removal of the Mayor's presiding duties under section 154 of the Act;
 - 4.5.7 suspension or removal from some or all council committees and bodies to which council has the right to appoint members;
 - 4.5.8 reduction or suspension of remuneration as defined in section 275.1 of the Act corresponding to a reduction in duties, excluding allowances for attendance at council meetings;
 - 4.5.9 such other sanction as is appropriate in the circumstances.

Following discussions at the February 19, 2019 Corporate Priorities Meeting, Council advised it was not comfortable with the addition of section 4.5.9 as this provision was



too broad and requested sanctions to be defined. Council requested that section 4.5.9 be removed and the rest of the recommended amendments be presented at the next Regular Meeting of Council.

Alternatives:

1. That Bylaw No. 638-AD-19, Amendment to the Council Code of Conduct Bylaw be given first reading, as presented.
2. That Bylaw No. 638-AD-19, Amendment to the Council Code of Conduct Bylaw be brought back to a Corporate Priorities Meeting for further discussion.

Recommended Action:

Administration recommends that Council give first reading to Bylaw No. 638-AD-19, being a Bylaw to Amend Council Code of Conduct Bylaw No. 618-AD-18, as presented.

Budget Implications (Yes or No):

No.

Submitted by:

Kevin Nagoya, Chief Administrative Officer

CITY OF COLD LAKE
BYLAW #638-AD-19
A BYLAW TO AMEND BYLAW NO. 618-AD-18

A BYLAW OF THE CITY OF COLD LAKE IN THE PROVINCE OF ALBERTA, TO AMEND BYLAW NO. 618-AD-18, COUNCILLOR CODE OF CONDUCT BYLAW

PURSUANT to section 63(1) of the *Municipal Government Act*, RSA 2000, Chapter M-26, as amended a council may by bylaw authorize the revision of a bylaw of the municipality;

WHEREAS Council passed Bylaw No. 618-AD-18 on April 24, 2018 Councillor Code of Conduct Bylaw;

WHEREAS Council wishes to revise the Bylaw 618-AD-18 in the following ways:

- Add section 2.10 to define a Council Complaints Committee
- Amend section 3.22.5 to provide greater clarity related to the Councillors limited right to stay in the meeting room (where the Councillor believes he/she may have a conflict of interest)
- Amend section 4.4 and 4.5 of the Bylaw to clarify that complaints shall be heard before a Council Complaints Committee which shall not include the member of Council whom the complaint concerns.

NOW THEREFORE the Council of the City of Cold Lake in the Province of Alberta, in Council duly assembled, hereby enacts as follows:

SECTION 1 - TITLE

1. This Bylaw shall be cited as the "Amendment to Bylaw No. 618-AD-18, Councillor Code of Conduct."

SECTION 2 - BYLAW AMENDMENT

2. Section 2.10 is hereby added to Bylaw No. 618-AD-18

2.10 "Council Complaints Committee" means the Committee created by this Bylaw, and for each meeting of such committee, to be composed of all Councillors other than the one or more Councillors about whom a particular complaint is made. The quorum of this Committee is the majority of Council.

3. Section 3.22.5 of Bylaw No. 618-AD-18 is hereby removed, and replaced by the following:

3.22.5 Leave the meeting room if the matter is discussed and not return until discussions has ended or voting on the matter has been concluded; with the exception that, Councillors with a stated conflict of interest may stay in the meeting room, if the Councillor is seated in the gallery and addresses Council as a taxpayer, elector, or owner who has the right to be heard pursuant to the Act or any other enactment.

4. Section 4.4 of Bylaw No. 618-AD-18 is hereby removed and replaced by the following:

4.4 The Council Complaints Committee is formed for the purposes set out below. The Mayor (or Deputy Mayor) shall call and Chair a meeting of the Council Complaints Committee which shall consider in-camera the validity of the complaint, and during which:

- 4.4.1 All Councillors shall be provided with a copy of the Complaint Form and given an opportunity to ask questions;
- 4.4.2 The Councillor alleged to have breached the Code of Conduct has a right to be heard by the Committee and shall answer questions from the other Councillors and be given an opportunity to respond to the allegations and provide additional information concerning the allegations;
- 4.4.3 The Chair may determine that additional information is required to determine the validity of the complaint;
- 4.4.4 The complaint may be determined to be valid by a two-thirds majority vote of the members of the Committee, who are present, but excluding any Councillor about whom the complaint under consideration is made, no later than forty-five (45) days following receipt of the complaint, unless the Council Complaints Committee passes a motion to extend the period beyond the forty-five (45) day deadline.

5. Section 4.5 of Bylaw No. 618-AD-18 is hereby removed and replaced by the following:

4.5 Where a complaint is deemed to be valid in accordance with section 4.4, the appropriate sanction shall be determined by a two-thirds majority vote of the members of the Committee, but excluding any Councillor about whom the complaint under consideration

- is made, who are present when the complaint is considered, from any or all of the following options:
- 4.5.1 a letter of reprimand addressed to the Councillor;
 - 4.5.2 requesting the Councillor to issue a letter of apology;
 - 4.5.3 publication of a letter of reprimand or request for apology and the Councillor’s response;
 - 4.5.4 a requirement to attend training;
 - 4.5.5 suspension or removal of the appointment of a Councillor as the deputy Mayor or acting Mayor under section 152 of the *Act*;
 - 4.5.6 suspension or removal of the Mayor’s presiding duties under section 154 of the *Act*;
 - 4.5.7 suspension or removal from some or all council committees and bodies to which council has the right to appoint members;
 - 4.5.8 reduction or suspension of remuneration as defined in section 275.1 of the *Act* corresponding to a reduction in duties, excluding allowances for attendance at council meetings;

SECTION 3 - ENACTMENT

6. This Bylaw shall come into full force and effect at the beginning of the day on which it receives third and final reading.

FIRST READING passed in open Council duly assembled in the City of Cold Lake, in the Province of Alberta this _____ day of _____, A.D. on motion by Councillor _____.

**CARRIED
UNANIMOUSLY**

SECOND READING passed in open Council duly assembled in the City of Cold Lake, in the Province of Alberta this _____ day of _____, A.D. on motion by Councillor _____.

**CARRIED
UNANIMOUSLY**

THIRD AND FINAL READING passed in open Council duly assembled in the City of Cold Lake, in the Province of Alberta, this _____ day of _____, A.D. on motion by Councillor _____.

**CARRIED
UNANIMOUSLY**

Executed this _____ day of _____, 2019

CITY OF COLD LAKE

MAYOR

CHIEF ADMINISTRATIVE OFFICER

CITY OF COLD LAKE
BYLAW #618-AD-18

**A BYLAW OF THE CITY OF COLD LAKE IN THE PROVINCE OF ALBERTA, TO
ESTABLISH A COUNCIL CODE OF CONDUCT**

PURSUANT to section 146.1(1) of the *Municipal Government Act*, Revised Statutes of Alberta 2000, Chapter M-26, as amended, municipalities must establish a code of conduct bylaw that governs the conduct of councillors;

WHEREAS Council wishes to establish a code of conduct to set a standard of behavior and actions of City of Cold Lake councillors, in order to:

- Build and inspire public trust and confidence in local government by upholding high standards and ideals;
- Promote public confidence by respecting the process established by Council for communicating with the public on behalf of Council or the City;
- Support effective decision-making through the processes set out in legislation and local bylaws for making decisions, including respect for the role of the chair;
- Promote service of the public interest and show leadership by upholding legislation, local bylaws, and policies adopted by Council;
- Promote the treatment of Council members, municipal employees, and others with dignity, understanding and respect;
- Promote public trust by refraining from using information in a way that would be detrimental to the public interest;
- Promote public trust by refraining from exploiting the position of Councillor for private reasons or that would bring discredit to the office;
- Promote the priority of municipal interests over the individual interests of councillors, and to refrain from seeking to influence decisions for personal reasons;
- Promote stewardship and public trust by refraining from the use of municipal assets or resources for personal reasons; and
- Promote effective leadership and personal development by accessing training opportunities.

WHEREAS Councillors have an obligation to act in the best interests of the rate payers of the City of Cold Lake and make all decisions for the betterment of the Cold Lake community; and whereas no provision of the code of conduct shall be interpreted to conflict with this obligation;

NOW THEREFORE, pursuant to the authority of the *Municipal Government Act*, Revised Statutes of Alberta 2000, Chapter M-26, as amended, the Council of the City of Cold Lake duly assembled, enacts:

SECTION 1 - TITLE

- 1.1 This Bylaw shall be cited as the “Councillor Code of Conduct Bylaw”.

SECTION 2 - DEFINITIONS

In this Bylaw:

- 2.1 “Act” means the *Municipal Government Act*, Revised Statutes of Alberta 2000, Chapter M-26, as amended;
- 2.2 “Administration” means staff of the City of Cold Lake;



- 2.3 “CAO” means the Chief Administrative Officer of the City of Cold Lake;
- 2.4 “City” means the municipal corporation of the City of Cold Lake, or the geographical area falling within the municipal boundaries of the City of Cold Lake, as the context requires;
- 2.5 “Conflict of Interest” means the situations which would breach Part 2 of the *Conflicts of Interest Act*, RSA 2000, c C-23 as defined in that *Act*;
- 2.6 “Council” and “Councillor” means all elected officials on the City of Cold Lake Council including the Mayor;
- 2.7 “Council Meeting” means Council meetings, Committee of the Whole meetings, Council Committee meetings, and at Special Council meetings;
- 2.8 “Gift or other advantage” means the definition used in section 2 of the *Conflict of Interest Act*, SC 2006, c 9:

Gift or other advantage means

- (a) an amount of money if there is no obligation to repay it; and
- (b) a service or property, or the use of property or money that is provided without charge or at less than its commercial value.

- 2.9 “Pecuniary Interest” means the definition used in section 170 of the *Municipal Government Act*, Revised Statutes of Alberta 2000, Chapter M-26, as amended:

- (1) Subject to subsection (3), a councillor has a pecuniary interest in a matter if
 - (a) the matter could monetarily affect the councillor or an employer of the councillor, or
 - (b) the councillor knows or should know that the matter could monetarily affect the councillor’s family.
- (2) For the purposes of subsection (1), a person is monetarily affected by a matter if the matter monetarily affects
 - (a) the person directly,
 - (b) a corporation, other than a distributing corporation, in which the person is a shareholder, director or officer,
 - (c) a distributing corporation in which the person beneficially owns voting shares carrying at least 10% of the voting rights attached to the voting shares of the corporation or of which the person is a director or officer, or
 - (d) a partnership or firm of which the person is a member.

SECTION 3 – CODE OF CONDUCT FOR COUNCILLORS

Representing the Municipality

- 3.1 Councillors shall uphold high standards and ideals by:
- 3.1.1 acting honestly and in good faith conducting themselves at all times in a manner befitting their position as an elected official and representative of the City;
 - 3.1.2 demonstrating fairness in all dealings, both personal and professional;
 - 3.1.3 demonstrating accountability and impartiality in all Council matters;
 - 3.1.4 considering the welfare and interests of the City as a whole and ensuring the welfare of the City as a whole supersedes the interest of any particular segment of the City.

Communicating on behalf of the Municipality

- 3.2 Councillors may make public statements on behalf of Council or the City when specifically authorized by Council to do so long as all applicable processes established by Council are followed.
- 3.3 Councillors may publicly express their opinions on Council matters so long as, the Councillor(s):
- 3.3.1 Ensure that it is clearly stated that the public statement reflects the personal opinion of the Councillor, not the opinion or position of Council;
 - 3.3.2 Does not undermine the standing of Council in the community;
 - 3.3.3 Ensure the statements are made with the utmost respect to the decision of Council, to all Councillor(s) and to any other person(s) associated with the decision.

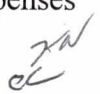
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- 3.4 Councillors shall not comment in public regarding the performance of any member of Administration, instead Councillors must refer any question of performance of Administration to the CAO.

Respecting the decision-making process

- 3.5 Councillors shall:
- 3.5.1 adhere to the decision-making processes set out in law including City bylaws;
 - 3.5.2 engage in respectful, fulsome, and healthy debate on all matters in Council Meetings;
 - 3.5.3 be impartial to discussion or presentation of any matter that requires a decision of Council;
 - 3.5.4 respect and support the decisions, resolutions, and direction of Council (made by majority vote of the Councillors) regardless of their personal view of the decision(s); and
 - 3.5.5 respect Council Meetings as the appropriate place to discuss and debate matters before Council.
- 3.6 Councillors shall not:
- 3.6.1 interrupt another Councillor or act in any way that could threaten another Councillor's right to feel confident to express his/her views at a Council Meeting;
 - 3.6.2 act in any way that would threaten another Councillor's right to address matters before Council in a full, open, transparent, and professional manner with the goal of good governance through healthy debate.
- 3.7 Councillors may meet with any person, including a person who may file an application/submission with the City in the future, a developer or special interest group, with the exception that
- 3.7.1 after Council has been notified that an application or submission has been filed where Council will have a decision making role in the approval process or a subsequent appeal, Councillors shall not discuss the application/submission with the applicant, developer or special interest group;
 - 3.7.2 after Council has been notified that a party has initiated legal action or is expected to initiate legal action, Councillors shall not discuss the matter with the applicant, developer or special interest group.
 - 3.7.3 Being notified for the purposes section 3.7 shall mean that the matter has been discussed by Council at a Council Meeting or Council has been formally made aware of an issue through briefing by the CAO.
- 3.8 Councillors may attend open houses or exchange information with potential applicants, developers, and special interest groups prior to a formal submission or application being submitted to Administration, however, the Councillor must,
- 3.8.1 Advise the person they have met with that:
 - 3.8.1.1 the Councillor can provide only general information on the process but cannot give any indication of the chance of success of the submission;
 - 3.8.1.2 they may wish to seek independent legal advice;
 - 3.8.1.3 they may wish to seek preliminary information prior to submitting their application by consulting with Administration;
 - 3.8.2 Forward any information received from an applicant, developer, or special interest group to the CAO who will record the information and determine whether further distribution or disclosure of the information is required; and
 - 3.8.3 Direct all development inquiries to Administration.

Adherence to policies, procedures and bylaws

- 3.9 Councillors shall uphold legislation, City bylaws, and policies.
- 3.10 Councillors shall avoid waste, abuse, and extravagance in the provision and use of public money remaining mindful that public money must be used for public good:
- 3.10.1 strictly adhering to all City guidelines addressing expenses and reimbursement;
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- 3.10.2 being open and accountable with respect to all expenditures, per diems, and/or any and all other expenses incurred;
- 3.10.3 avoiding situations where an expenditure can be questioned as inappropriate and may cause adverse reaction that may result in undermining the standing of Council in the public eye.

Respectful interactions with councillors, Administration, the public and others

- 3.11 Councillors shall treat all people equally with dignity and respect regardless of race, culture, religion, language, gender, disability, or occupation providing adequate and substantive opportunity for persons to state their position on any matter before Council and ensuring equity of service.
- 3.12 When interacting with administration, Councillors shall:
 - 3.12.1 respect the professional opinions of Administration and be mindful that the CAO is exclusively responsible for directing Administration;
 - 3.12.2 not abuse relationships or interactions with Administration by attempting to take advantage of their position as Councillors;
 - 3.12.3 refrain from any behaviour which is, or may be perceived as, bullying of Administration; and
 - 3.12.4 direct all requests for information to the CAO.
- 3.13 Councillors shall not instigate, be involved with, or condone personal attacks on other Councillors, Administration or members of the public.

Confidential information

- 3.14 Councillors shall keep in the strictest confidence (including not releasing, disclosing, publishing, or commenting on):
 - 3.14.1 all information received during, and matters discussed “in camera” at Council Meetings until such information is disclosed at a public meeting;
 - 3.14.2 all matter discussed in confidence with another Councillor or Administration;
 - 3.14.3 all private correspondence, both oral and written, between Councillors and with the CAO until the parties agree that the information should be made public;
 - 3.14.4 any information to be treated as confidential in accordance with the *Act*;
 - 3.14.5 any information subject to solicitor client privilege unless expressly authorized by Council, through a Council resolution, to make public.
- 3.15 Councillors shall not use any information provided to Council or to a Councillor, or any information they have knowledge of by virtue of their position as a Councillor that is not in the public domain:
 - 3.15.1 in a way that would be detrimental to the public interest;
 - 3.15.2 for any purpose other than to exercise their role as Councillor;
 - 3.15.3 in any way that could cause harm, detriment or embarrassment to Council, other Councillors, Administration, members of the public or third parties;
 - 3.15.4 for any reason that may create a benefit for themselves.
- 3.16 Councillors shall sign an Oath of Confidentiality attached as Appendix “A” to this Bylaw.
- 3.17 Councillors shall at all times, recognize and act in accordance with, the *Freedom of Information and Protection of Privacy Act*, RSA 2000, c F-25 regarding the access, use and release of personal information.

Conflicts of Interest and/or Pecuniary Interest

- 3.18 Councillors shall rigorously avoid situations which may result in claims of pecuniary interest, conflict of interest or bias.
- 3.19 Councillors shall not exploit the position of Councillor for private reasons or any reason that would bring discredit to Council.
- 3.20 Councillors shall adhere to all pecuniary interest requirements in the *Act* (including disclosure and procedure requirements) where s/he may have (or may reasonably be perceived to have) a pecuniary interest.

CC *gnd*

- 3.21 In respect of pecuniary interests, it is each Councillor's responsibility to:
- 3.21.1 Decide whether or not s/he has a pecuniary interest, however, the Councillor may discuss their decision with Council and/or seek the advice of the Mayor and/or CAO;
 - 3.21.2 Seek independent legal advice, at their own cost, with respect to any situation which may result in pecuniary interest;
 - 3.21.3 Notify the Mayor or Chair of the meeting prior to the matter being considered, if a Councillor believes s/he may have a pecuniary interest in the matter.
- 3.22 If a Councillor believes s/he may have or may reasonably be perceived to have a conflict of interest, it is that Councillor's responsibility to:
- 3.22.1 Decide whether or not s/he has a conflict of interest, however, the Councillor may discuss their decision with Council and/or seek the advice of the Mayor and/or CAO;
 - 3.22.2 Seek independent legal advice, at his/her own cost, if s/he wishes;
 - 3.22.3 Notify the Mayor or Chair of the meeting of the potential conflict prior to the matter being considered (each time the matter arises before Council);
 - 3.22.4 Not discuss the matter with any Councillor publically or privately;
 - 3.22.5 Leave the meeting room if the matter is discussed and not return until discussion has ended or voting on the matter has been concluded; with the exception that, Councillors with a stated conflict of interest may stay in the meeting room, if the Councillor is seated in the gallery and addresses Council as a taxpayer, elector, or owner or if the Councillor has the right to be heard pursuant to the *Act* or any other enactment.
- 3.23 Councillors shall not accept a fee, gift or other benefit that is connected, directly or indirectly, with the performance of the Councillor's duties, subject to the following exception:
- 3.23.1 Councillors may accept gifts of appreciation, courtesy, symbolic donations, gifts of protocol or social obligation in accordance with section 7(3)(a), 7(3)(b) and 7(3)(c) of the *Conflicts of Interest Act*, RSA 2000, c C-23.
- 3.24 Should a Councillor be offered a gift exceeding the value indicated in section 7(3)(a), 7 (3)(b), 7(3)(c) of the *Conflicts of Interest Act*, RSA 2000, c C-23 the Councillor shall inform the CAO of the offer.

Improper use of influence

- 3.25 Councillors shall not seek to influence decisions for personal reasons or make improper use of his/her position as a Councillor by:
- 3.25.1 Gaining or attempting to gain or advance, directly or indirectly, a personal or private interest for him/herself or another person;
 - 3.25.2 Causing or attempting to cause detriment to Council, any Councillor, any member of Administration, the public, or third parties;
 - 3.25.3 Seeking personal benefit or gain from any information obtain through his/her position as Councillor.

Use of municipal assets and services

- 3.26 Councillors shall not use municipal assets or resources for personal reasons or personal profit.
- 3.27 During a general election, Councillors shall not use, authorize or request that Administration use public resources in any way that could
- 3.27.1 influence the electorate except to support the actual election process;
 - 3.27.2 provide an undue advantage for any candidate;
 - 3.27.3 be used for campaigning purposes (even if the use of City equipment, facilities or resources had otherwise been used as a part of the regular delivery of their duties).
- 3.28 During an election, Councillors shall not use City assets for campaigning or in any way that could result in an advantage to their campaign.

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Orientation and other training attendance

- 3.29 Councillors shall become informed about the business of Council and all legislative requirements. Should a councillor become aware that he/she does not understand the business of Council, it is the Councillors responsibility to take all necessary steps to educate themselves so they may perform their duties.
- 3.30 Councillors shall access training opportunities for professional development.
- 3.31 Councillor orientation provided by administration following an election shall be mandatory. If extenuating circumstances prevent a Councillor from attending the mandatory training, it is the Councillor's responsibility to make alternate arrangements.

SECTION 4 – ACCOUNTABILITY

- 4.1 Any resident, business owner, or taxpayer of the City of Cold Lake may make a complaint if s/he has reason to believe a Councillor may have violated section 3 of this Bylaw by completing the Elected Official Complaint Form (attached as Appendix "B") and providing it to the Manager of Legislative Services as per the form's instructions. The complainant must:
 - 4.1.1 provide their name when making the complaint;
 - 4.1.2 make the complaint within sixty (60) days from the date on which the complainant knew, or ought to have known, that the breach of the code of conduct occurred; complaints that the code of conduct was breached more than 60 days prior, will not be considered.
- 4.2 All complaints received by a Councillor in accordance with section 4.1 shall be processed in accordance with this Bylaw.
- 4.3 A copy of the completed Elected Official Complaint Form will be delivered to the Councillor who is alleged to have breached the Code of Conduct.
- 4.4 The Mayor (or Deputy Mayor) shall call and Chair a special in-camera Council Meeting to determine the validity of the complaint, during which:
 - 4.4.1 All Councillors shall be provided with a copy of the Complaint Form and given an opportunity to ask questions;
 - 4.4.2 The Councillor alleged to have breached the Code of Conduct shall answer questions from the other Councillors and be given an opportunity to respond to the allegations and provide additional information concerning the allegations;
 - 4.4.3 The Chair may determine that additional information is required to determine the validity of the complaint;
 - 4.4.4 The complaint shall be deemed valid by a two-thirds majority vote of the members of Council, who are present, no later than forty-five (45) days following receipt of the complaint.
- 4.5 Where a complaint is deemed to be valid in accordance with section 4.4, the appropriate sanction shall be determined by a two-thirds majority vote of the members of Council, who are present when the complaint is considered, from any or all of the following options:
 - 4.5.1 a letter of reprimand addressed to the Councillor;
 - 4.5.2 requesting the Councillor to issue a letter of apology;
 - 4.5.3 publication of a letter of reprimand or request for apology and the Councillor's response;
 - 4.5.4 a requirement to attend training;
 - 4.5.5 suspension or removal of the appointment of a Councillor as the deputy Mayor or acting Mayor under section 152 of the *Act*;
 - 4.5.6 suspension or removal of the Mayor's presiding duties under section 154 of the *Act*;
 - 4.5.7 suspension or removal from some or all council committees and bodies to which council has the right to appoint members;
 - 4.5.8 reduction or suspension of remuneration as defined in section 275.1 of the *Act* corresponding to a reduction in duties, excluding allowances for attendance at council meetings.

- 4.6 In accordance with section 146.1(4) of the *Act*, a Councillor must not be disqualified or removed from office for a breach of the Code of Conduct.

SECTION 5 – OATH OF OFFICE & STATEMENT OF ETHICS

- 5.1 Councillors shall swear/affirm an oath of office in accordance with section 156 of the *Act*, and the *Oaths of Office Act*, RSA 2000, c O-1 s. 2 attached as Appendix “C” to this Bylaw.
- 5.2 Councillors shall swear/affirm a Statement of Code of Ethics and Conduct attached as Appendix “D” to this Bylaw.

SECTION 6 – REVIEW

- 6.1 This bylaw shall be reviewed at least every four (4) years.

SECTION 7 – ENACTMENT

- 7.1 This Bylaw shall come into full force and effect at the beginning of the day on which it receives third and final reading.

FIRST READING passed in open Council duly assembled in the City of Cold Lake in the Province of Alberta, this 27th day of March, A.D. 2018, on motion by Councillor Lefebvre.

**CARRIED
UNANIMOUSLY**

SECOND READING passed in open Council duly assembled in the City of Cold Lake in the Province of Alberta, this 27th day of March A.D. 2018, on motion by Councillor Soroka.

**CARRIED
UNANIMOUSLY**

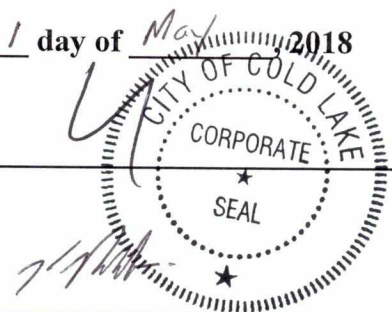
THIRD AND FINAL READING passed as amended in open Council duly assembled in the City of Cold Lake, in the Province of Alberta, this 24th day of April, A.D. 2018, on motion by Councillor Grau.

**CARRIED
UNANIMOUSLY**

Executed this 1 day of May, 2018

MAYOR

CHIEF ADMINISTRATIVE OFFICER



Appendix "A"



City of
Cold Lake

Elected Official – Oath of Confidentiality

I, _____ of _____ solemnly swear/affirm to the following during and after my term as an elected official with the City of Cold Lake:

1. I acknowledge that any information that I may obtain from, or through my access to, the City of Cold Lake facilities is deemed to be confidential information.
2. I will not use, disclose, communicate or transfer any confidential information, except as required in the performance of my role.
3. I will not allow any unauthorized person(s) to inspect or have access to any record containing confidential information, regardless of media format.
4. I will not discuss confidential information when a member of the public is present.
5. I will not leave confidential information in open view of any member(s) of the public.
6. I will report any unauthorized access of confidential information to the City as soon as I become aware that such an incident has occurred.
7. I will not remove any records containing confidential information from the City of Cold Lake property, unless expressly authorized in writing to do so, and I will return such records upon conclusion of my term as an elected official or as requested by the City.
8. I understand that this oath/affirmation survives the conclusion of my term as an elected official and that noncompliance could result in repercussions in accordance with the Council Code of Conduct Bylaw, and I may be fined and/or face civil penalties should I breach this agreement even after my term has ended.

I ACKNOWLEDGE that I have read, understood and voluntarily agree with these terms.

SWORN/AFFIRMED BEFORE ME

on _____, 20____
at _____ Cold Lake _____, Alberta.

Commissioner for Oaths
in and for Alberta



Signature of Elected Official

5513 - 48 Avenue, Cold Lake, AB • T9M 1A1 • **Rt:** 780-594-4494 • Fax: 780-594-3480

Information on this form is collected for the sole use of the City of Cold Lake and is protected under the authority of the *Freedom of Information and Protection of Privacy Act*, Sec. 33 (c) which regulates the collection, use and disclosure of personal information.

Form 12-DD-04

Page 1 of 1

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ELECTED OFFICIAL COMPLAINT FORM
(Section 4 of Bylaw No. 618-AD-18, Council Code of Conduct)

Mayor and Council, City of Cold Lake
5513 48 Avenue
Cold Lake, AB, T9M 1A1

Person Making Complaint

Name: _____

Address: _____

Phone: (H) _____ (W) _____ E-Mail: _____

I would like to make a complaint that an elected official of the City of Cold Lake has breached Bylaw No. 618-AD-18, Council Code of Conduct. I make this complaint in accordance with section 4 of that Bylaw.

Complaint Information

Name of Councilor(s): _____

The situation that gives rise to the complaint occurred on: _____

Section of Bylaw No. 618-AD-18, Council Code of Conduct that was breached: _____

Please explain the actions/inactions of the Councilor related to the complaint:

Please note that this form will be provided to the City of Cold Lake Manager of Legislative Services. This complaint will be processed in accordance with the Bylaw No. 618-AD-18, Council Code of Conduct.

Signature

Date

Please return your complete form to the Manager of Legislative Services
at City Hall or by email to: electedofficialcomplaints@coldlake.com

5513 - 48 Avenue, Cold Lake, AB • T9M 1A1 • Ph: 780-594-4494 • Fax: 780-594-3480

Information on this form is collected for the sole use of the City of Cold Lake and is protected under the authority of the Freedom of Information and Protection of Privacy Act, Sec. 33 (c) which regulates the collection, use and disclosure of personal information.

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City of
Cold Lake

Elected Official – Oath of Office

*Municipal Government Act, RSA 2000, c M-26, as amended s. 156
Oaths of Office Act, RSA 2000, c O-1 s. 2*

CITY OF COLD LAKE

OATH OF OFFICE

*I, _____, swear that I will diligently,
faithfully, and to the best of my ability, execute
according to law the office of _____.*

So help me God.

SWORN BEFORE ME

at the City of Cold Lake)

in the Province of Alberta)

this ___ day of ___, 20___)

_____ Elected Official

*_____
Barrister & Solicitor, Notary Public*

5513 - 46 Avenue, Cold Lake, AB • T9M 1A1 • Ph: 780-594-4494 • Fax: 780-594-3480

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Form 12-DD-07

Page 1 of 1



Elected Official – Statement of Code of Ethics and Conduct

I, _____ of _____ solemnly swear/affirm to the following during my term as an elected official with the City of Cold Lake:

- 1. I will uphold the City of Cold Lake Council Code of Conduct at all times.
- 2. I have read and understand City of Cold Lake Bylaw No. 618-AD-18, Council Code of Conduct Bylaw, and further agree to all the terms and conditions as specified.

I ACKNOWLEDGE that I have read, understood and voluntarily agree with these terms.

SWORN/AFFIRMED BEFORE ME

on _____, 20____
at _____ Cold Lake _____, Alberta.

Commissioner for Oaths
in and for Alberta



Signature of Elected Official

5513 - 48 Avenue, Cold Lake, AB • T9M 1A1 • Ph: 780-594-4494 • Fax: 780-594-3480

Information on this form is collected for the sole use of the City of Cold Lake and is protected under the authority of the *Freedom of Information and Protection of Privacy Act*, Sec. 33 (c) which regulates the collection, use and disclosure of personal information.

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STAFF REPORT

Title: Bylaw No. 641-BD-19 - Bylaw to Establish the Cold Lake Elected Official Compensation Review Committee

Meeting Date: February 26, 2019

Executive Summary:

Further to Council's January 15 and February 19, 2019 Corporate Priorities Meeting of Council, Council directed administration to prepare a bylaw to establish a committee to review mayor and council honorarium and per diems and consideration regarding a full time Mayor position. Draft Bylaw No. 641-BD-19, Elected Official Compensation Review Committee is attached for Council's consideration for first reading.

Background:

Council has discussed elected official compensation at several recent Council meetings (June 19, 2018, January 15, 2019, and February 19, 2019) within the context of

- Consideration of a full-time Mayor position (or salaried position versus per diem compensation for the mayor),
- Recent Government of Canada amendments to section 81(3) of the *Income Tax Act*, Municipal Officer's Expense allowance, and
- Whether changes are needed to Policy No. 123-AD-10 Council Honorarium and Per Diem Policy in consideration of other comparable municipalities elected official compensation

At the February 19, 2019 Corporate Priorities Meeting of Council, Administration presented Council with specific data on comparable municipalities as per Council's January 15, 2019 request. Following discussions, Council recommended that administration establish a committee to review mayor and council honorarium and per diems which would include members of the public.

The last major review of elected official compensation occurred six (6) years ago. On February 12, 2013 Council adopted Policy No. 149-BD-13, Elected Official Compensation Review Committee Policy to establish a committee to conduct a review of the City's elected official compensation structure. Recommendations from the Committee were adopted by Council on June 11, 2013 which resulted in amendments to the Council Honorarium and Per Diem Policy. Following the conclusion of its mandate, the policy was repealed on June 25, 2013.

Administration has prepared a draft Bylaw No. 641-BD-19, Elected Official Compensation Review Committee, structured very similarly to the policy used in 2013,



which would establish a Committee to review the elected official compensation. The intent is that the Committee would be established for the purpose of reviewing elected official compensation and providing a report to Council with recommendations. At the conclusion of the Committee's mandate, the Bylaw would be repealed, terminating the Committee.

Alternatives:

1. Give Bylaw No. 641-BD-19, Elected Official Compensation Review Committee first reading, as presented.
2. Recommend Bylaw No. 641-BD-19, Elected Official Compensation Review Committee be returned to Corporate Priorities for further discussion.

Recommended Action:

Administration recommends Council give Bylaw No. 641-BD-19, being a Bylaw to Establish the Cold Lake Elected Official Compensation Review Committee, first reading as presented.

Budget Implications (Yes or No):

No

Submitted by:

Kevin Nagoya, Chief Administrative Officer

**CITY OF COLD LAKE
BYLAW 641-BD-19**

**A BYLAW OF THE CITY OF COLD LAKE IN THE PROVINCE OF ALBERTA, TO
ESTABLISH THE COLD LAKE ELECTED OFFICIAL COMPENSATION REVIEW
COMMITTEE**

WHEREAS the *Municipal Government Act*, Revised Statutes of Alberta 2000, Chapter M-26, as amended, authorizes Council to pass bylaws in relation to the establishment, functions, procedure and conduct of Council Committees and other bodies;

WHEREAS Council wishes to establish Cold Lake Elected Official Compensation Review Committee within the City of Cold Lake;

NOW THEREFORE pursuant to the authority of the *Municipal Government Act*, Revised Statutes of Alberta 2000, Chapter M-26, as amended, the Council of the City of Cold Lake duly assembled, enacts:

SECTION 1 - TITLE

- 1.1 This Bylaw shall be cited as the “Cold Lake Elected Official Compensation Review Committee Bylaw”.

SECTION 2 - DEFINITIONS

In this Bylaw:

- 2.1. “City” means the municipal corporation of the City of Cold Lake, or the geographical area falling within the municipal boundaries of the City of Cold Lake, as the context requires;
- 2.2. “Committee” means the Cold Lake Elected Official Compensation Review Committee as provided for in this Bylaw;
- 2.3. “Council” means the Mayor and Members of Council of the City of Cold Lake;
- 2.4. “Recording Secretary” means a person appointed to the position of recording secretary of the Committee;
- 2.5. “Simple Majority” means more than 50% of votes or persons;
- 2.6. “Staff Advisor” means the Chief Administrative officer or a person appointed by the Chief Administrative Officer to the position of staff advisor to the Committee;

SECTION 3 - ESTABLISHMENT

- 3.1 A Committee is hereby established pursuant to section 145(1) of the *Municipal Government Act*, RSA 2000, c M-26, as amended.

SECTION 4 – MANDATE

- 4.1 The mandate of the Committee is to
- 4.1.1 Review the expectations of the elected officials in accordance with the *Municipal Government Act*;
- 4.1.2 Review the existing Mayor and Council compensation structure;
- 4.1.3 Provide recommendations to Council on improvements to Policy No. 123-AD-10, Council Honorarium and Per Diem Policy.
- 4.2 The final report will be provided to Council at a Regular Meeting of Council after the final draft has been reviewed with Council to ensure comprehensiveness and completeness.

SECTION 5 - MEMBERSHIP

- 5.1 The Committee shall consist of a minimum of three (3) and a maximum of five (5) members-at-large who shall be appointed by resolution of Council from nominations submitted by the Chief Administrative Officer.
- 5.2 Membership shall be recruited from members of the community that Council deems appropriate.
- 5.3 All persons appointed as members of the Committee shall be residents of the City of Cold Lake and shall remain members of the Committee only during such time as they continue to be residents of the City of Cold Lake, unless the Council passes a resolution stating otherwise.

SECTION 6 - TERM OF OFFICE

- 6.1. The term of office for the Committee members-at-large shall be a maximum of two (2) years, however, the Committee shall be terminated when the objectives of the Committee have been completed and/or there is no further need for the Committee's services.
- 6.2. Council may, with reason; request the resignation of any member of the Committee at any time prior to the expiry date of the member's term of office.
- 6.3. Any member may resign from the Committee at any time upon sending a written notice to the City Executive Secretary advising of the resignation and the effective date.

SECTION 7 - CHAIRPERSON AND VICE-CHAIRPERSON

- 7.1. At the first meeting of the Committee, a chairperson and a vice-chairperson of the Committee shall be elected by a vote of a simple majority of those members of the Committee present.
- 7.2. The staff advisor appointed to the Committee shall not be eligible for the position of chairperson or vice-chairperson.
- 7.3. The duties of the chairperson shall consist of:
 - 7.3.1 presiding at the regular and special meetings of the Committee;
 - 7.3.2 direction and control of the operation of the Committee;
 - 7.3.3 direct consultation with the Staff Advisor, and
 - 7.3.4 providing all information and material for inclusion in an agenda for all regular and special meetings of the Committee to the staff advisor at least five (5) days prior to the meeting for which the agenda is prepared.
- 7.4. The duties of the vice-chairperson shall consist of:
 - 7.4.1 fulfilling the duties of the chairperson in his or her absence; and
 - 7.4.2 acting as the spokesperson for the activities of the Committee.
- 7.5. Where the chairperson and vice chairperson are both absent from a meeting of the Committee, one of the other members of the Committee shall be elected as the chairperson by a simple majority of members present to preside over that meeting.

SECTION 8 - ROLE OF STAFF

- 8.1. The Chief Administrative Officer (CAO) may appoint a Staff Advisor and/or Recording Secretary to the Committee and may, where appropriate, attend meetings of the Committee in a non-voting, ex-officio capacity.
- 8.2. The role of the CAO or Staff Advisor, would be that of an advisor to the Committee in respect of those matters within the jurisdiction of the Committee mandate set out in Section 4.

- 8.3. The duties of the Recording Secretary, or the Staff Advisor where a Recording Secretary is not appointed, shall consist of:
 - 8.3.1. Attendance at all regular and special meetings for the Committee;
 - 8.3.2. To prepare and provide an agenda to the Committee at least two (2) clear working days prior to the meeting for which the agenda is prepared; and
 - 8.3.3. To perform all other administrative duties as may be assigned by the Committee from time to time.

SECTION 9 - REMUNERATION AND EXPENSES

- 9.1. Members of the Committee shall serve their term of office with the Committee in a voluntary capacity.

SECTION 10 – MEETINGS

- 10.1. Regular and Special Meetings: The Committee shall establish a schedule of its meeting dates. Notice shall be provided in accordance with section 195 of the *Municipal Government Act*.
- 10.2. Minutes: A minute book shall be kept and the minutes of all regular and special meetings shall be recorded therein by the Recording Secretary or a member of the Committee if a Recording Secretary has not been appointed by the CAO. Copies of all minutes shall be filed with the office of the CAO within 10 days of the meeting at which such minutes were adopted and shall be circulated to all members prior to the next regular meeting.
- 10.3. Quorum
 - 10.3.1 A quorum for regular and special meetings of the Committee shall be no less than two (2) of the appointed members.
 - 10.3.2 The decision of the majority of the members present at a meeting duly convened shall be deemed to be the decision of the whole Committee.
 - 10.3.3 Only those Committee members present at a Committee meeting shall vote on any matter before the Committee and in the event of a tie, the motion shall be lost.
- 10.4. Rules of Procedure: The Committee may make rules as are necessary for the conducting of its meetings and its business that are consistent with this Bylaw, the Cold Lake Procedural Bylaw and the *Municipal Government Act*, Revised Statutes of Alberta 2000, Chapter M-26, as amended.

SECTION 11 - ENACTMENT

- 11.1 This bylaw shall take effect on the date of passing third and final reading.

FIRST READING passed in open Council duly assembled in the City of Cold Lake, in the Province of Alberta this ___ day of ___, A.D. ___, on motion by Councillor ___.

SECOND READING passed in open Council duly assembled in the City of Cold Lake, in the Province of Alberta this ___ day of ___, A.D. ___, on motion by Councillor ___.

THIRD AND FINAL READING passed in open Council duly assembled in the City of Cold Lake, in the Province of Alberta this ___ day of ___, A.D. ___, on motion by Councillor ___.

Executed this ___ day of ___, 2019

CITY OF COLD LAKE

MAYOR

CHIEF ADMINISTRATIVE OFFICER



Elected Official Compensation Review Committee – Terms of Reference
POLICY NUMBER: 149-BD-13

Approval Date: February 12, 2013

Revise Date:

Motion Number: CM20130212.1007

Repeal Date:

Supersedes:

Review Date:

1.0 Policy Intent

The City of Cold Lake is seeking for public process in the review of the compensation of the Mayor and Council in carrying out their duties thereby creating an Elected Official Compensation Review Committee.

2.0 Purpose

The purpose of the Elected Official Compensation Review Committee is to review the expectations of the elected officials, the review of existing compensation structure and provide recommendations to Council on improvements to the Council Honorarium and Per Diem Policy.

3.0 Policy Statement

- 3.1. The Committee shall be known as the ***Elected Official Compensation Review Committee***, and shall carry out the responsibilities given it by Council, and make recommendations to Council.
- 3.2. Key duties and responsibilities:
 - 3.2.1. Review and understand the expectation of an Elected Officials in accordance to the *Municipal Government Act*;
 - 3.2.2. Review the current Mayor & Council compensation structure;
 - 3.2.3. Provide recommendations to Council on possible improvements to the compensation structure;
 - 3.2.4. The final report will be provided to all Council members at a regular public City Council meeting after the final draft has been reviewed with Council to ensure comprehensiveness and completeness.
- 3.3. Membership:
 - 3.3.1. The Elected Official Compensation Review Committee appointments shall be made by Council resolution;
 - 3.3.2. There shall be 3 to 5 members which shall be volunteers recruited from members of the community that Council deems appropriate;

- 3.3.3. Council will, by resolution, appoint the members of the Committee from nomination submitted by the Chief Administrative Officer (CAO);
- 3.3.4. A quorum for this committee meeting shall be no less than two (2) of the appointed members;
- 3.3.5. Committee members will receive no salary or honorarium for their voluntary services.
- 3.4. Meetings:
- 3.4.1. The Committee shall establish a schedule of meeting dates;
- 3.4.2. The Committee shall elect its own chair at its first meeting.
- 3.5. Resources and budget: Administrative support will be supplied as required.
- 3.6. The Committee shall be terminated when it has completed its objectives and/or there is no further need for its services.

4.0 Managerial Guidelines

- 4.1. The CAO (or designate) shall work with the Committee to ensure necessary information and access.
- 4.2. Administrative support (minutes, advertising, media releases, announcements, posters, etc.) shall be supplied by Corporate Services.

5.0 References

None

6.0 Persons Affected

Council and Corporate Services Department

7.0 Revision/Review History

Feb 14/13

Date

Feb 14/13

Date

[Signature]

Acting Chief Administrative Officer

[Signature]

Mayor



Council Honorarium and Per Diem Policy

POLICY NUMBER: 123-AD-10

Approval Date: June 11, 2013

Revise Date: June 11, 2013

Motion Number: CM20130611.1003

Review Date: September 27, 2016

Supersedes: 085-AD-04

Effective Date: October 21, 2013

1.0 Policy Intent

It is the City of Cold Lake's intention to provide fair and equitable compensation to members of Council for duties performed. Members of Council attending activities in an official capacity as representatives of the City of Cold Lake will provide either a verbal or written report of the activity to Council at the next regular Council meeting.

2.0 Purpose

The purpose of the Council Honorarium and Per Diem Policy is to set out guidelines for the compensation to elected officials through the combination of an honorarium, and a *per diem* rate.

3.0 Policy Statement

3.1. The Council honorarium is intended to provide compensation for:

- 3.1.1. Regular Council Meetings;
- 3.1.2. Corporate Priorities Committee meetings;
- 3.1.3. Budget Meetings;
- 3.1.4. Meeting preparation time;
- 3.1.5. All post-election Council education /orientation sessions;
- 3.1.6. All social events (ceremonies, grand openings, banquets, social events attended in an official capacity as the representative of the City) within the City;
- 3.1.7. Community and athletic events;
- 3.1.8. Responding to public concerns from residents, clubs, organizations, businesses, etc.;
- 3.1.9. Meetings less the 40 kilometers outside the municipal boundaries of Cold Lake;
- 3.1.10. Meetings with the Chief Administrative Officer;
- 3.1.11. City staff functions; and
- 3.1.12. Inter-city travel.

- 3.2. Conference and/or training fees, mileage, travel/accommodation costs, and expenses for approved events shall be reimbursed as per Policy 002-FN-97.
- 3.3. Councillors shall be paid a *per diem* to compensate for the following activities:
 - 3.3.1. Attendance at conferences, meetings, seminars, and courses with content/subject matter directly related to Council business including travel time
- 3.4. Attendance at conferences, seminars, and courses not within the Province of Alberta, of greater than three (3) days' length, and/or with registration fees greater than \$500 requires authorization by resolution of Council, **except for the FCM Conference which is an annual conference attended by Council.**
- 3.5. In accordance with this policy, and as provided for under Section 81(3) of the *Canada Income Tax Act*, 33% of the honorarium paid to a Municipal Councillor of the City of Cold Lake shall be an allowance for expenses incurred within the boundaries of Cold Lake, incident to the discharge of that person's duties as an elected official, and shall not be included in that person's income for the year
- 3.6. The *Canada Income Tax Act* further provides that where an elected officer of an incorporated municipality has been paid by the municipality an amount as an allowance in a taxation year for expenses incident to the discharge of the person's duties as an elected official, the allowance shall not be included in computing the person's income for the year unless it exceeds one-half (1/2) of the amount that was paid to the person in the year as salary or other remuneration
- 3.7. Honoraria for members of Council are as follows:
 - 3.7.1. Councillors: **\$1,958.34 per month, or \$23,500.00 per year**
 - 3.7.2. Mayor: **\$4,166.67 per month or \$50,000.00** per year to be indexed annually using Alberta's Consumer Price Index (CPI) from October to October rounding amount to the nearest \$5.00.
- 3.8. The per diem rates for Council members are **\$125.00 for ½ day** (less than 4 hours) and **\$250.00 for full days** (in excess of 4 hours). The per diems are intended to provide compensation for the following:
 - 3.8.1. Conferences;
 - 3.8.2. Courses;
 - 3.8.3. Workshops;
 - 3.8.4. Seminars;
 - 3.8.5. Council appointed board/committee/commission meetings; and
 - 3.8.6. Special Council Meetings
 - 3.8.7. Joint Council Meetings and/or meetings directly relating to intergovernmental affairs (e.g. inter-municipal, provincial, federal)
 - 3.8.8. All social events (ceremonies, banquets, fundraisers, social events attended in an official capacity as the representative of the City) greater than 40 kilometers outside the municipal boundaries of Cold Lake.
 - 3.8.9. Meetings greater than 40 kilometers outside the municipal boundaries of Cold Lake.
- 3.9. Member of Council are eligible to join the Council Benefit Package. Benefits include Life Insurance and Accidental Death and Dismemberment at 2 times the annual honorarium with premiums paid 100% by the City of Cold Lake. Other benefits include Health and Dental which are mandatory in the package unless the member

has coverage from another plan. The City will pay \$80.00 per month towards these premiums with the balance of the premium being paid by the member. If any member of Council chooses not to participate in the Benefit Package, they do not receive any payment in lieu. Council members are not eligible for short or long term disability. Enrollment must be within 60 days of being elected or the member is subject to the Late Entrant rules. If a Council member opts to join the Benefit Package they must remain on the program for the length of their term.

4.0 References

- *Municipal Government Act*, RSA 200, c M-26, 275.1 (1)
- *Canada Income Tax Act with Regulations*, 2006, 81st Ed.
- *Alberta Personal Income Tax Amendment Act*, 2006

5.0 Persons Affected

Members of City Council, Corporate Services

6.0 Revision/Review History

- 085-AD-04, approved September 14, 2004, Motion #2004-125
- (Supersedes 001-FN-97, 003-FN-97 & 038-FN-99)
- Amended by Motion No. 2004-146 October 26, 2004
- Amended by Motion No. 2004-165 November 23, 2004
- Amended by Motion No. 2005-152 October 25, 2005
- Amended January 1, 2006 3% COLA
- Amended December 12, 2006, Motion # 2006-211
- Amended August 1, 2007 by CAO
- Amended by Motion # CM 20010127.1011
- Amended by Motion # CM20090714.1004
- Rescinded by Motion # CM20100525.1018
- Amended by Motion # CM20110524.1008
- Amended by Motion # CM20130611.1003
- Reviewed by Motion # CM20160927.1006 – No Amendments Made

Oct. 4, 2016

Date



Chief Administrative Officer

Oct 4 2016

Date


Mayor



STAFF REPORT

Title: Tax Recovery - Reserve Bid

Meeting Date: February 26, 2019

Executive Summary:

The City currently has four (4) properties with property tax arrears that must be sold by public auction by March 31, 2019 as per the Municipal Government Act (MGA) s.418 and s.436.09. Administration has made every effort and followed all legislation leading up to the auction deadline date. In order to move ahead with the final stages of the tax recovery process Council must set a reserve bid and the terms and conditions of the sale as per the MGA s.419 and 436.1. Council has already set the terms and conditions of the sale at its January 22, 2019 meeting. The auction date has been set for March 28, 2019 at 5:00 p.m. and has been advertised in the Alberta Gazette as per MGA s. 421. A reserve bid must be set as close as reasonably possible to Market value. Administration is recommending that Council set a reserve bid based on the market value of the properties as per the appraisal report and advertise the auction sale in the local paper as per MGA s. 421

Background:

The City currently has 4 properties with property tax arrears that must be sold by public auction by March 31, 2019. Per the requirements of the MGA s.419 and 436.1, Council must set for each parcel of land and designated manufactured home to be offered for sale at a public auction, a reserve bid that is as close as reasonably possible to the market value of the property to be offered for sale.

Administration conducted an appraisal on the four (4) properties to be offered for sale. The results of the appraisal is as follows:

4-02-063-03 SE – Site 23	Mobile home only	23, 5613 – 53 Avenue	\$4,200
4-02-063-03 SE – Site 39	Mobile home only	39, 5612 – 53 Avenue	\$42,000
Lot 9, Block A, Plan 2859EO	Title 182273472	809 Lakeshore Drive	\$126,000
Lot 3G, Block 12, Plan 9826556	Title 152052966	5312 – 57 Street	\$75,000

To date the city has followed all the requirements of the MGA and has registered a tax recovery lien against the properties. All notifications have been sent to the appropriate parties. Numerous attempts have been made to contact and collect the tax arrears including offering tax repayment agreements to the owners.

4-02-063-03 SE – Site 23 is a designated manufactured home located in the Creekside manufactured home park. Several attempts have been made to contact the owner of this property to no avail. The City has a security registration on the home.



4-02-063-03 SE – Site 39 is also a designated manufactured home located in the Creekside manufactured home park. Administration has visited the home owner on multiple occasion and all efforts to obtain payment have failed. The City has a security registration on the home.

Lot 9, Block A, Plan 2859EO is a vacant lot in Cold Lake North. The City registered a lien on the property on March 31, 2017. All efforts to obtain payment from the property owner has failed. An advertisement was placed in the February 15 issue of the Alberta gazette and a copy of this advertisement will be sent to the home owner.

Lot 3G, Block 12, Plan 9826556 is a vacant lot located in Cold Lake South. The City registered a lien on this property on March 31, 2017. All efforts to obtain payment from the owner has failed. An advertisement was placed in the February 15 issue of the Alberta gazette and a copy of this advertisement will be sent to the home owner.

If a property sells it will be sold “as is where is” condition. If the property sells at the auction and there is a tenant the new owner would be responsible to evict the tenant. The City would be responsible to pay all encumbrances on the property and must notify the owner if there is any remaining proceeds. The proceeds must be kept for 10 years or until they are paid out to the owner. If the property does not sell the City may continue to try to sell the property at a price reasonably close to market as possible. If the property does not sell after 15 years the City can request the Registrar to issue a new certificate of title in the municipality’s name.

Alternatives:

Council may consider the following options:

1. Council may set the reserve bid as follows:

4-02-063-03 SE – Site 23	Mobile home only	\$4,200
4-02-063-03 SE – Site 39	Mobile home only	\$42,000
Lot 9, Block A, Plan 2859EO	Title 182273472	\$126,000
Lot 3G, Block 12, Plan 9826556	Title 152052966	\$75,000

2. Council may set reserve bid to an amount that is reasonably close to market value.

Recommended Action:

Administration recommends that Council set the reserve bid for the 2019 tax sale properties as follows:

4-02-063-03 SE - Site 23	Mobile home only	\$ 4,200
4-02-063-03 SE - Site 39	Mobile home only	\$ 42,000
Lot 9, Block A, Plan 2859EO	Title 182273472	\$126,000
Lot 3G, Block 12, Plan 9826556	Title 152052966	\$ 75,000

Budget Implications (Yes or No):

No



Submitted by:
Kevin Nagoya, Chief Administrative Officer

municipality will offer the parcel for sale at a public auction, and

- (b) that the municipality may become the owner of the parcel after the public auction if the parcel is not sold at the public auction.

(3) The notice must be sent to the address shown on the records of the Land Titles Office for each person referred to in subsection (1).

1994 cM-26.1 s417;1995 c24 s61

Offer of parcel for sale

418(1) Each municipality must offer for sale at a public auction any parcel of land shown on its tax arrears list if the tax arrears are not paid.

(2) Unless subsection (4) applies, the public auction must be held in the period beginning on the date referred to in section 417(2)(a) and ending on March 31 of the year immediately following that date.

(3) Subsection (1) does not apply to a parcel in respect of which the municipality has started an action under section 411(2) to recover the tax arrears before the date of the public auction.

(4) The municipality may enter into an agreement with the owner of a parcel of land shown on its tax arrears list providing for the payment of the tax arrears over a period not exceeding 3 years, and in that event the parcel need not be offered for sale under subsection (1) until

- (a) the agreement has expired, or
- (b) the owner of the parcel breaches the agreement,

whichever occurs first.

1994 cM-26.1 s418;1995 c24 s62;1996 c30 s35

Reserve bid and conditions of sale

419 The council must set

- (a) for each parcel of land to be offered for sale at a public auction, a reserve bid that is as close as reasonably possible to the market value of the parcel, and
- (b) any conditions that apply to the sale.

1994 cM-26.1 s419

Right to possession

420(1) From the date on which a parcel of land is offered for sale at a public auction, the municipality is entitled to possession of the parcel.

(2) For the purposes of obtaining possession of a parcel of land, a designated officer may enter the parcel and take possession of it for and in the name of the municipality and, if in so doing resistance is encountered, the municipality may apply to the Court of Queen's Bench for an order for the possession of the parcel.

RSA 2000 cM-26 s420;2009 c53 s119

Advertisement of public auction

421(1) The municipality must advertise the public auction

- (a) in one issue of The Alberta Gazette, not less than 40 days and not more than 90 days before the date on which the public auction is to be held, and
- (b) in one issue of a newspaper having general circulation in the municipality, not less than 10 days and not more than 20 days before the date on which the public auction is to be held.

(2) The advertisement must specify the date, time and location of the public auction, the conditions of sale and a description of each parcel of land to be offered for sale.

(3) The advertisement must state that the municipality may, after the public auction, become the owner of any parcel of land not sold at the public auction.

(4) Not less than 4 weeks before the date of the public auction, the municipality must send a copy of the advertisement referred to in subsection (1)(a) to

- (a) the owner of each parcel of land to be offered for sale,
- (b) each person who has an interest in any parcel to be offered for sale that is evidenced by a caveat registered by the Registrar, and
- (c) each encumbrancee shown on the certificate of title for each parcel to be offered for sale.

1994 cM-26.1 s421;1995 c24 s63

Adjournment of auction

422(1) The municipality may adjourn the holding of a public auction to any date within 2 months after the advertised date.

(3) The notice under subsection (1) must be sent to the address shown on the records of the Registry for each person referred to in subsection (1)(c).

1998 c24 s40; 1999 c11 s25

Offer of designated manufactured home for sale

436.09(1) Each municipality must offer for sale at a public auction any designated manufactured home shown on its tax arrears list if the tax arrears are not paid.

(2) Unless subsection (4) applies, the public auction must be held in the period beginning on the date referred to in section 436.08(2) and ending on March 31 of the year immediately following that date.

(3) Subsection (1) does not apply to a designated manufactured home in respect of which the municipality has started an action under section 436.02(2) to recover the tax arrears before the date of the public auction.

(4) The municipality may enter into an agreement with the owner of a designated manufactured home shown on its tax arrears list providing for the payment of the tax arrears over a period not exceeding 3 years, and in that event the designated manufactured home need not be offered for sale under subsection (1) until

- (a) the agreement has expired, or
- (b) the owner of the designated manufactured home breaches the agreement,

whichever occurs first.

1998 c24 s40

Reserve bid and conditions for sale

436.1 The council must set for each designated manufactured home to be offered for sale at a public auction,

- (a) a reserve bid that is as close as reasonably possible to the market value of the designated manufactured home, and
- (b) any conditions that apply to the sale.

1998 c24 s40

Right to possession

436.11(1) From the date on which a designated manufactured home is offered for sale at a public auction, the municipality is entitled to possession of the designated manufactured home.

(2) For the purpose of obtaining possession of a designated manufactured home, a designated officer may enter the designated

APPRAISAL REPORT



OF THE LAND AND IMPROVEMENTS LOCATED AT

23, 5612-53 Avenue
Cold Lake, AB

PREPARED FOR

City of Cold Lake
tmaraiyesa@coldlake.com

PREPARED BY

Colleen Hoolahan
DAR/Certified Appraisal Reviewer

Bonnyville, Alberta

February 6, 2019

City of Cold Lake

The purpose of this appraisal and appraisal report is to determine the market value, as defined in this appraisal report, of the improvements (mobile only - fully sited in Creekside Village), and located at 23, 5612-53 Avenue, Cold Lake, Alberta, for the function of "marketing".

I have personally viewed the subject property (exterior only) on February 6, 2019 and have gathered and analyzed all the data obtained from the local real estate board, the Multiple Listing Service, the public record, and the appraiser's own files.

The appraiser has further completed a cost approach analysis and a sales comparison approach analysis.

This appraisal and appraisal report have been completed in accordance with the Uniform Standards of Professional Appraisal Practice (USPAP).

It is the opinion of the appraiser that the market value of the subject property as of February 6, 2019, is:

Four Thousand Two Hundred Dollars

\$4,200

THIS REPORT CONTAINS AND IS SUBJECT TO specific terminology descriptions, conditions, and special limitations which affect the stated opinion of market value, the use, and the intended user of the report. Please carefully read, and pay particular attention to all of these descriptions, conditions, and special limitations.



Colleen Hoolahan
DAR/Certified Appraisal Reviewer



CLIENT(S): <u>City of Cold Lake</u>		APPRaiser <u>Colleen Hoolahan</u>	
ADDRESS: <u>tmaraiyesa@coldlake.com</u>		ADDRESS OF PROPERTY <u>23, 5612-53 Avenue</u>	
TEL: (<u> </u>) <u> </u>		CITY <u>Cold Lake</u>	TEL: (<u> 780 </u>) <u>826-2719</u>
		PROVINCE <u>AB</u> POSTAL CODE <u> </u>	
APPLICANT NAME <u>City of Cold Lake</u>			
LEGAL DESCRIPTION <u>Mobile located @ 23, 5612-53 Avenue</u>			
MUNICIPALITY or DISTRICT <u>City of Cold Lake (South)</u>			
ASSESSMENT: LAND <u>N/A</u> IMP <u>15,200.00</u> TOTAL <u>15,200.00</u> TAXES \$ <u>156.55</u> YEAR <u>2018</u>			
PURPOSE OF APPRAISAL: To estimate the market value <u> x </u> or <u> </u>			
INTENDED USER(S) <u>City of Cold Lake</u>			
INTENDED USE OF APPRAISAL REPORT: Financing <u> </u> or <u>"Marketing"</u>			
PROPERTY RIGHTS APPRAISED: Fee simple <u> </u> Leasehold <u> </u> Condominium <u> </u> Co-operative <u> </u> Other (Specify) <u>Personal Property</u>			
OCCUPIED BY: Owner <u> </u> Tenant <u> </u> <u>"We Assume"</u> Vacant <u> </u>			
HIGHEST & BEST USE: <u> x </u> As Is <u> </u> NOTE: IF HIGHEST & BEST USE IS NOT THE CURRENT USE - SEE COMMENTS			
NEIGHBOURHOOD DESCRIPTION			
NATURE OF DISTRICT		TREND OF DISTRICT	CONFORMITY OF SUBJ.
<u> x </u> RESIDENTIAL	<u> </u> IMPROVING	<u> </u> INFERIOR	AVG. AGE OF PROPERTIES
<u> </u> RURAL	<u> x </u> STABLE	<u> </u> SIMILAR	IN NEIGHBOURHOOD:
<u> </u> MIXED	<u> </u> DETERIORATING	<u> </u> SUPERIOR	<u> 5 to 40 </u> YEARS
<u> x </u> RMH	<u> </u> TRANSITIONAL	<u> x </u> Fairly Typical	AREA BUILT UP <u> 100 </u> %
DISTANCE	ELEMENTARY SCHOOL <u>Walking/School Bus</u>	PUBLIC TRANSPORTATION <u>In Areas</u>	SUPPLY
TO	SECONDARY SCHOOL <u>Walking/School Bus</u>	SHOPPING FACILITIES <u>Approx. 3 Blocks</u>	<u> x </u> GOOD
		DOWNTOWN <u>Approx. 9 Blocks</u>	<u> </u> AVG.
			<u> </u> FAIR
			<u> </u> POOR
			DEMAND
			<u> </u> GOOD
			<u> </u> AVG.
			<u> </u> FAIR
			<u> </u> POOR
PRICE RANGE IN NEIGHBOURHOOD			
\$ <u>5,000 to 60,000</u>			
SUMMARY: including VALUE TRENDS AND ADVERSE INFLUENCES IN AREA, if any (e.g. railroad tracks, commercial/industrial properties, major traffic arteries, etc.)			
Subject is situated on a rented lot in Creekside Village, a manufactured housing community, located in the west central quadrant of the City of Cold Lake (South). Immediate area comprises of mobile homes of similar age. Surrounding area comprises of single family homes on deeded lots. Value trend is fairly stable at this time; however buyers are still being cautious. Prime marketing period in the City of Cold Lake is sparked by the military transfer season; which begins mid March and continues through to mid August. We are in a slower marketing season, at which time the market historically sees a lower volume of activity. No adverse influences observed.			
SITE DESCRIPTION			
SITE DIMENSIONS: <u>Rented Lot</u>		<u> x </u> PAVED ROAD	<u> x </u> TELEPHONE
SITE AREA: <u>N/A</u> SOURCE: <u>N/A</u>		<u> </u> GRAVEL ROAD	<u> </u> GAS
TOPOGRAPHY: <u>N/A</u>		<u> </u> SIDEWALK	<u> x </u> MUNICIPAL WATER
CONFIGURATION: <u>N/A</u>		<u> </u> CURBS	<u> </u> WELL-PRIVATE
ZONING: <u>RMHC - Residential Manufactured Home</u>		<u> x </u> STREET LIGHTS	<u> </u> WELL-COMMUNAL
Community		<u> x </u> CABLEVISION	<u> </u> SANITARY SEWER
DOES PRESENT USE CONFORM: <u> x </u> YES <u> </u> NO IF NO, SEE COMMENTS.			
LANDSCAPING		EASEMENTS	DRIVEWAY
<u> </u> CUSTOM	<u> </u> FAIR	<u> </u> UTILITY	<u> x </u> PRIVATE
<u> </u> GOOD	<u> </u> POOR	<u> </u> ACCESS	<u> </u> MUTUAL
<u> x </u> AVERAGE	<u> </u> NONE	<u> </u> NONE	<u> </u> DOUBLE
			<u> x </u> CONCRETE
			<u> </u> ASPHALT
			<u> </u> Unknown
ELECTRICAL			
<u> </u> UNDERGROUND			
<u> </u> OVERHEAD			
COMMENT ON ANY POSITIVE/NEGATIVE FEATURES: (e.g. regarding conforming of zoning, effects of easements, etc.) Subject is situated on a rented lot in Creekside Village. Subject is an inside lot. The lot rental per month is \$540.00 ± (provides for maintenance of common areas). Subject has a small side deck (low to the ground).			
DESCRIPTION OF IMPROVEMENTS - EXTERIOR			
ESTIMATED YEAR BUILT: <u> 1973 </u>		EFFECTIVE AGE: <u> 30 Yrs </u>	REMAINING ECONOMIC LIFE (Yrs.) <u> 10 Yrs </u>
CONSTRUCTION COMPLETE: <u> x </u>		PERCENTAGE COMPLETE: <u> 100 % </u>	
GLA	BASEMENT	TYPE OF BUILDING	DESIGN
SOURCE <u>Assessment</u>	<u> </u> FULL	<u> x </u> DETACHED	<u> </u> ONE-STOREY
1st <u> 897 </u>	<u> </u> PARTIAL	<u> </u> SEMI-DETACHED	<u> </u> SPLIT-LEVEL
2nd <u> 0 </u>	<u> </u> CRAWL SPACE	<u> </u> ROW/TOWNHOUSE	<u> </u> 1 1/2 STOREY
3rd <u> 0 </u>	TOTAL AREA <u>None</u>	<u> </u> APARTMENT	<u> </u> 2-STOREY
TOTAL <u> 897 </u>	SQ.FT. <u> </u> SQ.M.		<u> x </u> Mobile
<u> x </u> SQ.FT. <u> </u> SQ.M.	EXTERIOR FINISH		ROOFING MATERIAL
WINDOW SASH/GLAZING	<u> </u> CONCRETE	<u> </u> VINYL	<u> </u> ASPHALT SHINGLE
Double / Single Glaze	<u> </u> BRICK VENEER	<u> x </u> METAL	<u> </u> WOOD SHINGLE
Wood Sash (Aluminum Sliders)	<u> </u> STONE VENEER		<u> </u> FIBERGLASS SHINGLE
	<u> </u> STUCCO		<u> </u> APPROX. AGE
	<u> </u> WOOD SIDING		<u> </u> OVERALL EXT. CONDITION
			<u> </u> GOOD
			<u> </u> AVERAGE
			<u> x </u> FAIR
			<u> </u> POOR
DESCRIPTION OF IMPROVEMENTS - INTERIOR			
INSULATION	FLOORING	WALLS	CEILINGS
<u> x </u> CEILING	<u> </u> W-W CARPET	<u> </u> SHEET VINYL	<u> </u> FINISH
<u> x </u> WALLS	<u> </u> SOFTWOOD	<u> </u> VINYL TILE	<u> </u> PLYWOOD
<u> </u> BASEMENT	<u> </u> HARDWOOD	<u> </u> CERAMIC	<u> </u> PLASTER
<u> </u> CRAWL	<u> </u> LINOLEUM	<u> x </u> Unknown	<u> </u> GYPSUM BOARD
			<u> </u> Prefab Paneling (Assumption)
FLOOR PLAN	CLOSETS	BEDROOMS	BATHROOMS
<u> </u> GOOD	<u> </u> GOOD	<u> </u> LARGE	<u> </u> 2-Pc.
<u> x </u> AVERAGE	<u> </u> AVERAGE	<u> 1 </u> AVERAGE	<u> </u> 3-Pc.
<u> </u> FAIR	<u> x </u> FAIR	<u> 1 </u> SMALL	<u> 1 </u> 4-Pc.
<u> </u> POOR	<u> </u> POOR		<u> </u> 5-Pc.
			FINISH
			<u> </u> GOOD
			<u> </u> AVERAGE
			<u> </u> POOR
			<u> x </u> FAIR
			<u> </u> POOR

FOUNDATION		PLUMBING LINES		ELECTRICAL		WATER HEATER		HEATING SYSTEM	
	POURED CONCRETE	<input checked="" type="checkbox"/>	COPPER		FUSES	<input checked="" type="checkbox"/>	GAS	<input checked="" type="checkbox"/>	FORCED AIR
<input checked="" type="checkbox"/>	CONCRETE BLOCK		PVC OR PLASTIC	<input checked="" type="checkbox"/>	BREAKERS		ELECTRIC		BASEBOARD
	CONCRETE SLAB		GALVANIZED						HOT WATER
	BRICK OR STONE			RATED CAPACITY OF MAIN		Unknown	CAPACITY		
<input checked="" type="checkbox"/>	Wood Blks			BREAKERS	100	AMPS	Gal	NG	FUEL TYPE

BUILT-IN APPLIANCES/EXTRA FEATURES:

	STOVE		VACUUM		CENTRAL AIR		SAUNA		SOLARIUM		
	OVEN		GARBAGE DISPOSAL		AIR CLEANER		WHIRLPOOL		SKYLIGHTS		
	DISHWASHER		FIREPLACE(S)		SECURITY SYSTEM		SWIMMING POOL		GARAGE OPENER		

BASEMENT FINISHES, UTILITY: None. The appraiser had no access to the interior. The Model, Serial # and CSA # are unknown. We assume subject is set on wood / concrete blocks. We assume the unit demonstrates adequate structural performance.

GARAGES/CARPORTS: None.

DECKS, PATIOS, OTHER IMPROVEMENT: Small side deck (low to the ground).

COMMENTS: Building, appearance, quality of construction, condition: Subject is a 1973, 897 sqft mobile home. Subject is fully sited on a rented lot in Creekside Village. No internal viewing. Some of the interior information was obtained from the assessment records and additional assumptions have been made. Due to subject's age, we assume subject is in fair condition and that the quality of construction and materials is typical for a mobile home of this age. Fair curb appeal. Location is average.

ROOM ALLOCATION						COST APPROACH			
LEVEL:	FIRST	SECOND	THIRD		BSMT.	SOURCE OF COST DATA: _____ MANUAL _____ LOCAL CONTRACTOR _____ OTHER _____			
ROOMS:						LAND VALUE: Mobile Only - Rented Lot \$ _____ 0			
ENTRANCE	1				None	BUILDING	COST NEW	DEPRECIATED COST	
LIVING	1					COST 897.00 @ \$ _____ 62.00	\$ _____ 55,614		
DINING						GARAGE: None	\$ _____	\$ _____ 0	
KITCHEN	1					BASEMENT FINISH:			
FULL BATH	1-4pc					None	\$ _____	\$ _____ 0	
PART BATH						OTHER EXTRAS	\$ _____	\$ _____	
BEDROOM	2					\$ _____	\$ _____	
FAMILY						SmDeck	\$ _____	\$ _____ 1,500	
LAUNDRY	1+Mech					\$ _____	\$ _____	
OTHER(S)						TOTAL REPLACEMENT COST:	\$ _____ 55,614		
						LESS: ACCRUED DEPRECIATION _____ 62%	\$ _____ 34,481	\$ _____ 21,133	
						INDICATED VALUE: Marshall & Swift Cost Manual . . .	\$ _____	\$ _____ 22,633	
						INDICATED VALUE FROM THE COST APPROACH			\$ _____ 22,600

SALES COMPARISON APPROACH							
ITEM	SUBJECT PROPERTY	COMPARABLE NO. 1		COMPARABLE NO. 2		COMPARABLE NO. 3	
		DESCRIPTION	\$ ADJUST	DESCRIPTION	\$ ADJUST	DESCRIPTION	\$ ADJUST
ADDRESS	23, 5612-53 Avenue Cold Lake	38, 4405-50 Avenue Cold Lake		49, 5612-53 Avenue Cold Lake		37, 5612-53 Avenue Cold Lake	
DATE OF SALE		July 3, 2018		June 12, 2018		Active (25% list to sell)	-1,875
SALES PRICE		10,500		15,000		7,500	
SITE	Rented Lot	Rented Lot		Rented Lot		Rented Lot	
GLA	897 Sq.Ft.	816 Sq Ft	+1,900	931 Sq Ft	-800	720 Sq Ft	+4,200
EFF. AGE/COND	46A/30E / Fair	45A/20E / Average	-5,000	35A/20E / Average	-5,000	47A/20E / Average	-5,000
DESIGN&APPEAL	Mobile / Fair	Mobile / Average		Mobile / Average		Mobile / Average	
RMS/BEDS/BATHS	4 / 2 / 1F	5 / 2 / 1F		6 / 3 / 2F	-5,000	5 / 2 / 1F	
BASEMENT	None	None		None		None	
GARAGE/PARKING	None	None		None		None	
MLS # / DOM		E4102423 / 98 + Days		E4094293 / 346 + Days		E4135387 / 92 Days	
		Appl	-2,000				
	SmDeck	Deck		SmDeck		Deck	
	Creekside Village	Wildwood Trailer Court		Creekside Village		Creekside Village	
		Glendale		Dartmouth			
ADJUSTED VALUES/NET ADJUSTED TOTALS		84.8% -48.6%	5,400	72.0% -72.0%	4,200	147.7% -35.7%	4,825

CONCLUSIONS: See next page for Conclusions.


INDICATED VALUE FROM THE SALES COMPARISON APPROACH \$ 4,200

FINAL DETERMINATION OF VALUE/COMMENT ON REASONABLE EXPOSURE TIME: The final opinion of value is based on an analysis and reconciliation of both the Cost Approach and the Sales Comparison Approach. The Sales Comparison Approach best models the current market; therefore most relevance to value is placed the the Sales Comparison Approach. Value is with an active marketing period of 90 to 180 days.

COMMENT ON AND ANALYZE ANY KNOWN SALES, LISTING OR OFFER TO PURCHASE ON THE SUBJECT PROPERTY OVER THE PAST THREE YEARS:
(Include source of information.) MLS system shows no sales activity on subject property in the last three years. Currently to our knowledge subject is not listed for sale nor does it have a pending offer. The appraiser has not performed any services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three year period immediately preceding acceptance of this assignment.

AS A RESULT OF MY APPRAISAL AND ANALYSIS IT IS MY OPINION THAT THE MARKET VALUE OF THE SUBJECT PROPERTY AS OF February 6, 2019
IS \$ 4,200 **THIS REPORT WAS COMPLETED ON February 6, 2019**

<input checked="" type="checkbox"/> TITLE PAGE	<input type="checkbox"/> SKETCH ADDENDUM	<input checked="" type="checkbox"/> PHOTO ADDENDA	<input type="checkbox"/>
<input type="checkbox"/> REPORT PROFILE	<input type="checkbox"/> COMPS 4-5-6	<input type="checkbox"/> NARRATIVE ADDENDUM	<input checked="" type="checkbox"/> Scope of Appraisal
<input checked="" type="checkbox"/> GLA CALCULATIONS	<input checked="" type="checkbox"/> MAP ADDENDUM	<input checked="" type="checkbox"/> INVOICE FOR SERVICES	<input checked="" type="checkbox"/> Map of Comparables

APPRAISER	SIGNATURE 	DESIGNATION	SUPERVISOR	SIGNATURE _____	DESIGNATION
	NAME Colleen Hoolahan	DAR/Certified Appraisal Reviewer		NAME _____	VIEWED PROP. (DATE)
	Member # 0615-19	VIEWED PROP. (DATE)		NAME _____	VIEWED PROP. (DATE)
		02-06-2019		NAME _____	

APPRAISAL REPORT

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuring the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby; (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what they consider their best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in the currency of use in the country where the property is located or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

STATEMENT OF LIMITING CONDITIONS AND APPRAISER'S CERTIFICATION

CONTINGENT AND LIMITING CONDITIONS:

1. The appraiser is not responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and therefore, will not render any opinions about the title. The property is appraised on the basis of it being under responsible ownership.
2. The appraiser may provide a sketch in the appraisal report to show approximate dimensions of the improvements and the sketch is included only to assist the reader of the report in visualizing the property and understanding the appraiser's determination of its size. All improvements were measured in compliance with the current guidelines of the American National Standards Institute (ANSI).
3. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand.
4. The appraiser has estimated the value of the land in the cost approach at its highest and best use and the improvements at their contributory value. These separate valuations of the land and improvements must not be used in conjunction with any other appraisal and are invalid if they are so used.
5. The appraiser has noted in the appraisal report any adverse conditions (such as needed repairs, depreciation, the presence of hazardous wastes, toxic substances, etc.) observed during the viewing of the subject property or that he or she became aware of during the normal research involved in performing the appraisal. Unless otherwise stated in the appraisal report, the appraiser has no knowledge of any hidden or unapparent conditions of the property or adverse environmental conditions (including the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, expressed or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not qualified in any way through experience or education in the field of environmental hazards, the appraisal report must not be considered as an environmental assessment of the property.
6. The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.
7. The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice.
8. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that completion of the improvements will be performed in a workpersonlike manner.
9. The appraiser must provide his or her prior expressed written consent before the lender and or client specified in the appraisal report can distribute the appraisal report (including conclusions about the property value, the appraiser's identity and professional designations, and references to any professional appraisal organizations or the firm with which the appraiser is associated) to anyone other than the borrower, the mortgagee or its successors and assigns, and the mortgage insurer, The appraiser's expressed written consent and approval must also be obtained before the appraisal can be conveyed by anyone to the public through advertising, public relations, news, sales, or other media.

APPRAISER'S CERTIFICATION: The appraiser certifies and agrees that:

1. I have researched the subject market area and have selected a minimum of three recent sales of properties that I consider most similar and proximate to the subject property for consideration in the sales comparison analysis and have made a dollar adjustment when appropriate to reflect the market reaction to those items of significant variation. If a significant item in a comparable property is superior to, or more favorable than, the subject property, I have made a negative adjustment to reduce the adjusted sales price of the comparable and, if a significant item in a comparable property is inferior to, or less favorable than the subject property, I have made a positive adjustment to increase the adjusted sales price of the comparable.
2. I have taken into consideration the factors that in my opinion have an impact on value in my development of my opinion of market value in this appraisal report. I have not knowingly withheld any significant information from the appraisal report and I believe, to the best of my knowledge, that all statements and information in the appraisal report are true and correct.
3. I stated in the appraisal report only my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the contingent and limiting conditions specified in this form or as stated in the appraisal report.

APPRAISAL REPORT

4. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in any transaction that may involve the property being appraised. I did not base, either partially or completely, my analysis and/or my opinion of market value in the appraisal report on the race, color, religion, sex, disability, familial status, or national origin of either the present owners, prospective owners, or present occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property.
5. I have no present or contemplated future interest in the subject property, and neither my current or future employment, nor my compensation for performing, this appraisal is contingent upon the appraised value of the property.
6. I was not required to report a predetermined value or direction in value that favors the cause of the client or any related party, the amount of the value opinion, the attainment of a specific result, or the occurrence of a subsequent event in order to receive my compensation and/or employment for performing the appraisal. I did not base the appraisal report on a requested minimum valuation, a specific valuation, or the need to approve a specific mortgage loan.
7. I have diligently attempted to perform this appraisal in conformity with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place as of the effective date of this appraisal. I acknowledge that an estimate of a reasonable time for exposure in the open market is a condition in the definition of market value.
8. I have personally viewed at least the exterior areas of the subject property and exterior of all properties listed as comparables, where applicable, in the appraisal report. I further certify that I have noted any apparent or known adverse conditions in the subject improvements or on the subject site of which I am aware and have made adjustments for these adverse conditions in my analysis of the property value to the extent that I had market evidence to support them. I have also commented about, the effect of the adverse conditions, if any on the marketability of the subject property.
9. I personally prepared all conclusions and opinions about the real estate that are set forth in the appraisal report. If I relied on significant professional assistance from any individual or individuals in the performance of the appraisal or the preparation of the appraisal report, I have named such individual(s) and disclosed the specific tasks performed by them in the appraisal report. I certify that any individual so named is qualified to perform the tasks. Unless otherwise noted in the report, I have not authorized anyone to make a change to any item in the report. I am therefore not responsible for any unauthorized change made to the appraisal report.

SUPERVISORY APPRAISER'S CERTIFICATION: If a supervisory appraiser signed the appraisal report, he or she certifies and agrees that: I directly supervised the appraiser who prepared the appraisal report, have reviewed the appraisal report, agree with the statements and conclusions of the appraiser, agree to be bound by the appraiser's certifications number 4 through 7 above, and am taking full responsibility for the appraisal and the appraisal report.

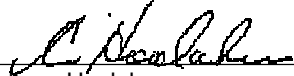
No internal viewing. Some of the interior information was obtained from the assessment records and additional assumptions have been made.

This appraisal and appraisal report were completed by a member in good standing with CNAREA and licensed with RECA.

Note: Any questions included in this appraisal report that were answered by indicating "unknown" means that the appraiser is unable to answer the question.

ADDRESS OF PROPERTY APPRAISED: 23, 5612-53 Avenue, Cold Lake, AB

APPRAISER:

Signature: 
Name: Colleen Hoolahan
Designation: DAR/Certified Appraisal Reviewer
Date signed: February 6, 2019

SUPERVISORY APPRAISER: (only if required)

Signature: _____
Name: _____
Designation: _____
Date signed: _____

☐ Did ☐ Did Not View Property

SCOPE OF THE APPRAISAL

The Scope of the Appraisal contains the necessary research and analysis to prepare a report in accordance with its intended use. The following are comments which describe the extent of the procedures used in the collection, confirmation and reporting of the information involved in preparing this report.

Collection and confirmation of data consisted of the following:

1. A personal site viewing (exterior only) was performed on February 6, 2019 by Colleen Hoolahan. No internal viewing. Some of the interior information was obtained from assessment records. Appraisal and Appraisal Report were completed by Colleen Hoolahan.

Note: Several attempts were made by phone, with messages left; however no calls were returned. The City of Cold Lake posted a notice on the door on Friday, February 1, 2019 setting a viewing time for Wednesday, February 6, 2019. I knocked on the door at about 11:30 am with no response. On February 6, 2019 I proceeded to take pictures of the exterior only.
2. Site area is not applicable - rented lot.
3. Property assessment and taxes, and land use classification are sourced from the corresponding municipality/town.
4. Supportive market information regarding comparable properties is obtained through the Edmonton Real Estate Board and Land Sales from the Northern Alberta Land Data System. Comparable market information was confirmed with either the listing selling realtor or other participants who are knowledgeable of the transaction details.
5. The market value includes the 5 % GST if applicable.
6. The purposes of this appraisal and appraisal report is to determine the market value, as defined in this appraisal report, of the improvements (mobile only - fully sited in Creekside Village) and the effective date of the Appraisal is February 6, 2019.
7. Occupancy and site history of the subject is described below.

OCCUPANCY AND SITE HISTORY

We assume subject is owner occupied.

REASONABLE EXPOSURE TIME

An estimate of market value is related to the concept of reasonable exposure time. Exposure time is the property's estimated marketing time prior to a hypothetical sale at market value on the effective date of appraisal. It is a retrospective function of asking price, property type, and past market conditions; and encompasses not only adequate, sufficient and reasonable time but also adequate, sufficient and reasonable effort. Reasonable exposure time is one of the necessary elements in the most market value definition, although it is not intended to be a prediction of a specific date of sale as it may be expressed as a range.

In appraisal theory and practice, there is a distinction relating to perspective between exposure time and marketing time; exposure time is presumed to precede the effective date of appraisal whereas marketing time is presumed to succeed the effective date. Marketing time is a prospective function of asking price, property type and anticipated market conditions.

The subject's market value estimate is based on a reasonable exposure time of 90 to 180 days at an asking price of 5 % greater than expected value. The market value conclusion should not be viewed as a full detailed narrative report. The contents are concise and briefly descriptive. The market value is based upon a review of available sales data, primarily the data listed on a "Multiple Listing Service" and private sales from office records. The MLS sales are not normally inspected nor verified unless there is a reason to doubt their accuracy. The sales data is then adjusted by way of the application of appraisal theory and experience. It is often necessary to use adjustments that are subjective to derive the current market value of the subject. In most instances the comparables were not inspected on the interior.

GENERAL COMMENTS

For the purpose of this appraisal report, the highest and best use is defined as that legally permitted use for which there is a demand, and is most likely to produce the greatest net return, tangible or intangible, to the subject property, while utilizing the property as a whole. The subject property **Mobile Only - fully sited on rented lot** and it is the opinion of the appraiser that this activity constitutes the highest and best use.

The income approach to value was not considered as no properties similar to the subject, in the subject market area, were predominately leased at the time of sale. It is therefore, impossible to determine a legitimate rent multiplier figure necessary in calculating a valid income approach value.

The appraiser assumes that all information describing the insulation, and the water and sewer systems supplied by the owner of other sources, is correct. This information was not verified by the appraiser.

Cost Data (If Applicable)

The cost approach calculations were based on current information published by the Marshall & Swift Company and were adjusted for geographical location, climatic conditions, seismic zones, and wind factors. Physical depreciation was calculated using the modified effective age/life method, utilizing **Marshall & Swift Cost Manual** as a base. The accrued depreciation includes any applicable functional and external obsolescence. The land value was determined from an analysis of the most recent sales of similar but undeveloped land in the subject market area, and by the abstraction method utilizing the comparables incorporated in the sales comparison analysis.

Sales Comparison Data

The date of sale figures reflect the actual contract date of each comparable. The condition adjustment reflects both the incurable and the curable physical depreciation and was calculated by a comparison of the effective age of the subject's improvements to that of the respective comparable. The difference of the respective depreciation rates was then applied to the abstracted value of the improvements only. The gross living area adjustments reflect both size and room differences. These adjustments have been calculated by abstracting from the sales price of each comparable, the market value of all items which do not contribute to the actual Gross Living Area of the house itself. The residual was then divided by the size of the respective house to arrive at an average market value per square foot or meter. The values thus derived from each of the comparables were correlated with the depreciated cost of the subject to arrive at the actual adjustment rate utilized.

SPECIAL LIMITATIONS

This APPRAISAL REPORT has been prepared for the sole and exclusive use and benefit of City of Cold Lake (hereinafter referred to as the client). Any use of this report by anyone other than the client or for any purpose or function other than the original intent, invalidates the findings and voids all results and or conclusions.

All analysis, opinions, and conclusions were developed, and this appraisal report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP) and the code of ethics of the Canadian National Association of Real Estate Appraisers.

It is assumed that the utilization of land and any improvements thereon, are within the boundaries of the property lines of the described property and that there is no encroachment or trespass, unless otherwise stated in the appraisal report.

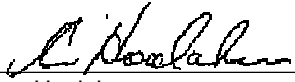
It is assumed that the subject property is in full compliance with all applicable Federal, State/Provincial, and local environmental regulations and laws unless otherwise stated in the appraisal report.

It is assumed that all required licenses, consents, or any required legislative or administrative authority from any local, State/Provincial, Federal, or private entity or organization, have been acquired and or renewed for any use upon which the value opinion in the appraisal report is based.

It is assumed that any lease encumbrances pertaining to the subject property are legally binding contracts between the lessee and the lessor and that all information transmitted to the appraiser concerning these lease contracts is accurate and correct. Although this appraisal report may include information concerning the physical improvements being appraised, including their adequacy and or condition, it should be understood that this information is provided only for use as a general guide in the valuation of the subject property and is not to be construed as a complete or detailed physical report. The observed condition of the roof, exterior walls, foundation, interior walls, floors, heating system, plumbing, insulation, electrical system, and any other of the mechanical system or physical components of the improvements is based on a casual viewing only. **No detailed inspection was made.** The improvements were not checked for current building code violations unless otherwise noted in the appraisal report. If such an inspection is required, the client is advised to retain the services of an expert in this field.

Comments: This appraisal and appraisal report was completed by a member in good standing with CNAREA and licensed with RECA.

APPRAISER:

Signature: 
Name: Colleen Hoolahan
Designation: DAR/Certified Appraisal Reviewer
Date Signed: February 6, 2019

SUPERVISORY APPRAISER (only if required):

Signature: _____
Name: _____
Designation: _____
Date Signed: _____

☐ DID ☐ DID NOT VIEW PROPERTY

SUBJECT PHOTOGRAPHS

Borrower: City of Cold Lake		File No.: 19-029
Property Address: 23, 5612-53 Avenue		Case No.:
City: Cold Lake	Prov.: AB	P.C.:
Lender: City of Cold Lake		



Front View



Side View



Neighbourhood View

COMPARABLE PROPERTY PHOTO ADDENDUM

Borrower: City of Cold Lake	File No.: 19-029
Property Address: 23, 5612-53 Avenue	Case No.:
City: Cold Lake	Prov.: AB P.C.:
Lender: City of Cold Lake	



COMPARABLE SALE #1

38, 4405-50 Avenue
Cold Lake
Sale Date: July 3, 2018
Sale Price: \$ 10,500



COMPARABLE SALE #2

49, 5612-53 Avenue
Cold Lake
Sale Date: June 12, 2018
Sale Price: \$ 15,000

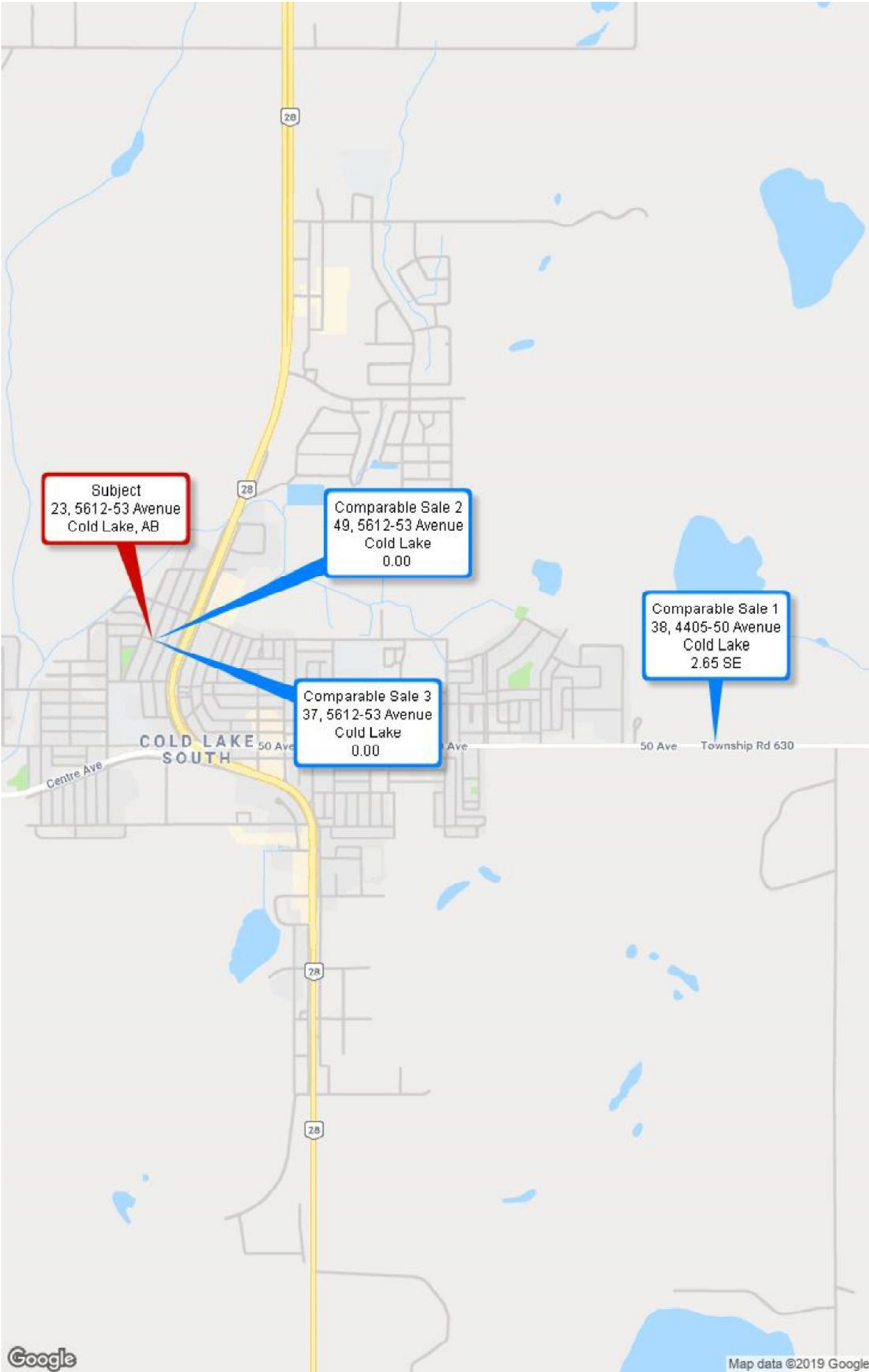


COMPARABLE SALE #3

37, 5612-53 Avenue
Cold Lake
Sale Date: Active (25% list to sell)
Sale Price: \$ 7,500

LOCATION MAP

Borrower: City of Cold Lake			File No.: 19-029	
Property Address: 23, 5612-53 Avenue			Case No.:	
City:	Cold Lake	Prov.:	AB	P.C.:
Lender: City of Cold Lake				



APPRAISAL REPORT



OF IMPROVEMENTS (MOBILE ONLY) LOCATED AT

39, 5612-53 Avenue
Cold Lake, AB

PREPARED FOR

City of Cold Lake
tmaraiyesa@coldlake.com

PREPARED BY

Colleen Hoolahan
DAR/Certified Appraisal Reviewer

Bonnyville, Alberta

February 6, 2019

City of Cold Lake

The purpose of this appraisal and appraisal report is to determine the market value, as defined in this appraisal report, of the improvements (mobile only - fully sited in Creekside Village), and located at 39, 5612-53 Avenue, Cold Lake, Alberta, for the function of "marketing".

I have personally viewed the subject property (exterior only) on February 6, 2019 and have gathered and analyzed all the data obtained from the local real estate board, the Multiple Listing Service, the public record, and the appraiser's own files.

The appraiser has further completed a cost approach analysis and a sales comparison approach analysis.

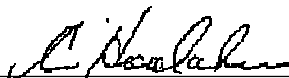
This appraisal and appraisal report have been completed in accordance with the Uniform Standards of Professional Appraisal Practice (USPAP).

It is the opinion of the appraiser that the market value of the subject property as of February 6, 2019, is:

Forty-Two Thousand Dollars

\$42,000

THIS REPORT CONTAINS AND IS SUBJECT TO specific terminology descriptions, conditions, and special limitations which affect the stated opinion of market value, the use, and the intended user of the report. Please carefully read, and pay particular attention to all of these descriptions, conditions, and special limitations.



Colleen Hoolahan
DAR/Certified Appraisal Reviewer



CLIENT(S): <u>City of Cold Lake</u>		APPRaiser <u>Colleen Hoolahan</u>	
ADDRESS: <u>tmaraiyesa@coldlake.com</u>		ADDRESS OF PROPERTY <u>39, 5612-53 Avenue</u>	
TEL: (<u> </u>) <u> </u>		CITY <u>Cold Lake</u>	TEL: (<u> 780 </u>) <u>826-2719</u>
		PROVINCE <u>AB</u> POSTAL CODE <u> </u>	
APPLICANT NAME <u>City of Cold Lake</u>			
LEGAL DESCRIPTION <u>Mobile Located @ 39, 5612-53 Avenue</u>			
MUNICIPALITY or DISTRICT <u>City of Cold Lake (South)</u>			
ASSESSMENT: LAND <u>N/A</u> IMP <u>61,000.00</u> TOTAL <u>61,000.00</u> TAXES \$ <u>628.30</u> YEAR <u>2018</u>			
PURPOSE OF APPRAISAL: To estimate the market value <u> x </u> or " <u>As Is</u> "			
INTENDED USER(S) <u>City of Cold Lake</u>			
INTENDED USE OF APPRAISAL REPORT: Financing <u> </u> or " <u>Marketing</u> "			
PROPERTY RIGHTS APPRAISED: Fee simple <u> </u> Leasehold <u> </u> Condominium <u> </u> Co-operative <u> </u> Other (Specify) <u>Personal Property</u>			
OCCUPIED BY: Owner <u> </u> <u>We Assume</u> Tenant <u> </u> Vacant <u> </u>			
HIGHEST & BEST USE: <u> x </u> As Is NOTE: IF HIGHEST & BEST USE IS NOT THE CURRENT USE - SEE COMMENTS			
NEIGHBOURHOOD DESCRIPTION			
NATURE OF DISTRICT		TREND OF DISTRICT	CONFORMITY OF SUBJ.
<u> x </u> RESIDENTIAL	<u> </u> IMPROVING	<u> </u> INFERIOR	AVG. AGE OF PROPERTIES
<u> </u> RURAL	<u> x </u> STABLE	<u> </u> SIMILAR	IN NEIGHBOURHOOD:
<u> </u> MIXED	<u> </u> DETERIORATING	<u> </u> SUPERIOR	<u> 5 to 40 </u> YEARS
<u> x </u> RMH	<u> </u> TRANSITIONAL	<u> x </u> Fairly Typical	AREA BUILT UP <u> 100 </u> %
DISTANCE	ELEMENTARY SCHOOL <u>Walking/School Bus</u>	PUBLIC TRANSPORTATION <u>In Areas</u>	SUPPLY
TO	SECONDARY SCHOOL <u>Walking/School Bus</u>	SHOPPING FACILITIES <u>Approx. 3 Blocks</u>	<u> x </u> GOOD
		DOWNTOWN <u>Approx. 9 Blocks</u>	<u> </u> AVG.
			<u> </u> FAIR
			<u> </u> POOR
			DEMAND
			<u> </u> GOOD
			<u> </u> AVG.
			<u> x </u> FAIR
			<u> </u> POOR
PRICE RANGE IN NEIGHBOURHOOD			
\$ <u>5,000 to 60,000</u>			
SUMMARY: including VALUE TRENDS AND ADVERSE INFLUENCES IN AREA, if any (e.g. railroad tracks, commercial/industrial properties, major traffic arteries, etc.)			
Subject is situated on a rented lot in Creekside Village, a manufactured housing community, located in the west central quadrant of the City of Cold Lake (South).			
Immediate area comprises of mobile homes of similar age. Surrounding area comprises of single family homes on deeded lots. Value trend is fairly stable at this			
time; however buyers are still being cautious. Prime marketing period in the City of Cold Lake is sparked by the military transfer season; which begins mid March			
and continues through to mid August. We are in a slower marketing season, at which time the market historically sees a lower volume of activity. No adverse			
influences observed.			
SITE DESCRIPTION			
SITE DIMENSIONS: <u>Rented Lot</u>		<u> x </u> PAVED ROAD	<u> x </u> TELEPHONE
SITE AREA: <u>N/A</u> SOURCE: <u>N/A</u>		<u> </u> GRAVEL ROAD	<u> x </u> GAS
TOPOGRAPHY: <u>N/A</u>		<u> </u> SIDEWALK	<u> x </u> MUNICIPAL WATER
CONFIGURATION: <u>N/A</u>		<u> </u> CURBS	<u> </u> WELL-PRIVATE
ZONING: <u>RMHC - Residential Manufactured Home</u>		<u> x </u> STREET LIGHTS	<u> </u> WELL-COMMUNAL
Community		<u> x </u> CABLEVISION	<u> </u> <u> </u>
DOES PRESENT USE CONFORM: <u> x </u> YES <u> </u> NO IF NO, SEE COMMENTS.			
LANDSCAPING		EASEMENTS	DRIVEWAY
<u> </u> CUSTOM	<u> </u> FAIR	<u> </u> UTILITY	<u> x </u> PRIVATE
<u> </u> GOOD	<u> </u> POOR	<u> </u> ACCESS	<u> </u> MUTUAL
<u> x </u> AVERAGE	<u> </u> NONE	<u> </u> NONE	<u> </u> DOUBLE
			<u> x </u> CONCRETE
			<u> </u> ASPHALT
			<u> </u> Unknown
ELECTRICAL			
<u> x </u> UNDERGROUND			
<u> </u> OVERHEAD			
COMMENT ON ANY POSITIVE/NEGATIVE FEATURES: (e.g. regarding conforming of zoning, effects of easements, etc.)			
Subject is situated on a rented lot in Creekside Village. Subject is an inside lot. The lot rental per month is \$540.00 ± (provides for maintenance of common areas). Subject			
has a small side deck.			
DESCRIPTION OF IMPROVEMENTS - EXTERIOR			
ESTIMATED YEAR BUILT: <u>2007</u>		EFFECTIVE AGE: <u>6 Yrs</u>	REMAINING ECONOMIC LIFE (Yrs.) <u>34 Yrs</u>
CONSTRUCTION COMPLETE: <u> x </u>		PERCENTAGE COMPLETE: <u>100 %</u>	
GLA	BASEMENT	TYPE OF BUILDING	DESIGN
SOURCE <u>Assessment</u>	<u> </u> FULL	<u> x </u> DETACHED	<u> </u> ONE-STOREY
1st <u>960</u>	<u> </u> PARTIAL	<u> </u> SEMI-DETACHED	<u> </u> SPLIT-LEVEL
2nd <u>0</u>	<u> </u> CRAWL SPACE	<u> </u> ROW/TOWNHOUSE	<u> </u> 1 1/2 STOREY
3rd <u>0</u>	TOTAL AREA <u>None</u>	<u> </u> APARTMENT	<u> </u> 2-STOREY
TOTAL <u>960</u>	<u> </u> SQ.FT. <u> </u> SQ.M.		<u> x </u> Mobile
<u> x </u> SQ.FT. <u> </u> SQ.M.	EXTERIOR FINISH		ROOFING MATERIAL
WINDOW SASH/GLAZING	<u> </u> CONCRETE	<u> x </u> VINYL	<u> x </u> ASPHALT SHINGLE
Double Glaze / Sliders	<u> </u> BRICK VENEER	<u> </u> METAL	<u> </u> WOOD SHINGLE
PVC Sash	<u> </u> STONE VENEER		<u> </u> FIBERGLASS SHINGLE
	<u> </u> STUCCO		<u> </u> <u> </u>
	<u> </u> WOOD SIDING		<u>Unknown</u> APPROX. AGE <u> </u>
OVERALL EXT. CONDITION			
<u> </u> GOOD			
<u> x </u> AVERAGE			
<u> </u> FAIR			
<u> </u> POOR			
DESCRIPTION OF IMPROVEMENTS - INTERIOR			
INSULATION	FLOORING	WALLS	CEILINGS
<u> x </u> CEILING	<u> </u> W-W CARPET	<u> </u> SHEET VINYL	<u> </u> FINISH
<u> x </u> WALLS	<u> </u> SOFTWOOD	<u> </u> VINYL TILE	<u> </u> PLYWOOD
<u> </u> BASEMENT	<u> </u> HARDWOOD	<u> </u> CERAMIC	<u> </u> PLASTER
<u> </u> CRAWL	<u> </u> LINOLEUM	<u> x </u> Unknown	<u> x </u> GYPSUM BOARD
			<u> </u> Prefab Paneling (Assumption)
FLOOR PLAN	CLOSETS	BEDROOMS	BATHROOMS
<u> </u> GOOD	<u> </u> GOOD	<u> </u> LARGE	<u> </u> 2-Pc.
<u> x </u> AVERAGE	<u> x </u> AVERAGE	<u> 1 </u> AVERAGE	<u> </u> 3-Pc.
<u> </u> FAIR	<u> </u> FAIR	<u> 2 </u> SMALL	<u> 2 </u> 4-Pc.
<u> </u> POOR	<u> </u> POOR		<u> </u> 5-Pc.
			FINISH
			<u> </u> GOOD
			<u> x </u> AVERAGE
			<u> </u> POOR
			<u> </u> CUSTOM
			OVERALL INT. CONDITION
			<u> </u> GOOD
			<u> x </u> AVERAGE
			<u> </u> FAIR
			<u> </u> POOR

FOUNDATION		PLUMBING LINES		ELECTRICAL		WATER HEATER		HEATING SYSTEM	
	POURED CONCRETE	<input checked="" type="checkbox"/>	COPPER		FUSES	<input checked="" type="checkbox"/>	GAS	<input checked="" type="checkbox"/>	FORCED AIR
<input checked="" type="checkbox"/>	CONCRETE BLOCK	<input checked="" type="checkbox"/>	PVC OR PLASTIC	<input checked="" type="checkbox"/>	BREAKERS		ELECTRIC		BASEBOARD
	CONCRETE SLAB		GALVANIZED						HOT WATER
	BRICK OR STONE			RATED CAPACITY OF MAIN		Unknown	CAPACITY		
<input checked="" type="checkbox"/>	Wood Blks			BREAKERS	100 AMPS	Gal		NG	FUEL TYPE

BUILT-IN APPLIANCES/EXTRA FEATURES:

	STOVE		VACUUM		CENTRAL AIR		SAUNA		SOLARIUM
	OVEN		GARBAGE DISPOSAL		AIR CLEANER		WHIRLPOOL		SKYLIGHTS
	DISHWASHER	Gas	FIREPLACE(S)		SECURITY SYSTEM		SWIMMING POOL		GARAGE OPENER

BASEMENT FINISHES, UTILITY: None. The appraiser had no access to the interior. The Model, Serial # and CSA # are unknown. We assume subject is set on wood / concrete blocks. We assume the unit demonstrates adequate structural performance.

GARAGES/CARPORTS: None.

DECKS, PATIOS, OTHER IMPROVEMENT: Small side deck.

COMMENTS: Building, appearance, quality of construction, condition: Subject is a 2007, 960 sqft mobile home. Subject is fully sited on a rented lot in Creekside Village. No internal viewing. Some of the interior information was obtained from the assessment records and additional assumptions have been made. We assume subject is in average condition and that the quality of construction and materials is typical for a mobile home of this age. Average curb appeal. Location is average.

ROOM ALLOCATION						COST APPROACH		
LEVEL:	FIRST	SECOND	THIRD		BSMT.	SOURCE OF COST DATA: <input type="checkbox"/> MANUAL <input type="checkbox"/> LOCAL CONTRACTOR <input type="checkbox"/> OTHER		
ROOMS:						LAND VALUE: Mobile Only - Rented Lot \$ 0		
ENTRANCE	2				None	BUILDING	COST NEW	DEPRECIATED COST
LIVING	1					COST . . . 960.00 @ \$ 87.00	\$ 83,520	
DINING						GARAGE: None	\$	\$ 0
KITCHEN	1					BASEMENT FINISH:		
FULL BATH	2-4pc					None	\$	\$ 0
PART BATH						OTHER EXTRAS	\$	\$
BEDROOM	3					Gas Fireplace	\$	\$ 3,500
FAMILY						SmDeck	\$	\$ 2,500
LAUNDRY	1+Mech						\$	\$
OTHER(S)						TOTAL REPLACEMENT COST:	\$ 83,520	
						LESS: ACCRUED DEPRECIATION 9%	\$ 7,517	\$ 76,003
						INDICATED VALUE: Marshall & Swift Cost Manual	\$	\$ 82,003
						INDICATED VALUE FROM THE COST APPROACH \$ 82,000		

SALES COMPARISON APPROACH							
ITEM	SUBJECT PROPERTY	COMPARABLE NO. 1		COMPARABLE NO. 2		COMPARABLE NO. 3	
		DESCRIPTION	\$ ADJUST	DESCRIPTION	\$ ADJUST	DESCRIPTION	\$ ADJUST
ADDRESS	39, 5612-53 Avenue Cold Lake	55, 4405-50 Avenue Cold Lake		29, 5612-53 Avenue Cold Lake		52, 4405-50 Avenue Cold Lake	
DATE OF SALE		Sept 21, 2018		May 4, 2018		March 7, 2018	
SALES PRICE		40,500		67,000		34,000	
SITE	Rented Lot	Rented Lot		Rented Lot		Rented Lot	
GLA	960 Sq.Ft.	1088 Sq Ft	-5,600	960 Sq Ft		1088 Sq Ft	-5,600
EFF. AGE/COND	12A/6E / Average	13A/10E / Average	+2,800	5A/3E / Av-Gd	-2,925	19A/10E / Average	+2,170
DESIGN&APPEAL	Mobile / Average	Mobile / Average		Mobile / Average		Mobile / Average	
RMS/BEDS/BATHS	5 / 3 / 2F	5 / 3 / 2F		6 / 3 / 1F	+5,000	6 / 3 / 2F	
BASEMENT	None	None		None		None	
GARAGE/PARKING	None	None		None		None	
MLS # / DOM		E4123591 / 143+ Days		E4106653 / 411+ Days		E4093477 / 234 + Days	
	GasFp		+3,500	Appl		Dw	+3,000
	SmDeck		+2,500	LgDeck	-2,500	SmDeck/Fnc	
	Creekside Village	Wildwood Trailer Court		Creekside Village		Wildwood Trailer Court	
		SRI Homes Inc.		Moduline Industries		SRI Homes Inc.	
ADJUSTED VALUES/NET ADJUSTED TOTALS		35.6% 7.9%	43,700	15.6% -0.6%	66,575	31.7% -1.3%	33,570

CONCLUSIONS: See next page for Conclusions.

INDICATED VALUE FROM THE SALES COMPARISON APPROACH \$ 42,000

FINAL DETERMINATION OF VALUE/COMMENT ON REASONABLE EXPOSURE TIME: The final opinion of value is based on an analysis and reconciliation of both the Cost Approach and the Sales Comparison Approach. The Sales Comparison Approach best models the current market; therefore most relevance to value is placed the the Sales Comparison Approach. Value is with an active marketing period of 90 to 180 days.

COMMENT ON AND ANALYZE ANY KNOWN SALES, LISTING OR OFFER TO PURCHASE ON THE SUBJECT PROPERTY OVER THE PAST THREE YEARS:
(Include source of information.) MLS system shows no sales activity on subject property in the last three years. Currently to our knowledge subject is not listed for sale nor does it have a pending offer. The appraiser has not performed any services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three year period immediately preceding acceptance of this assignment.

AS A RESULT OF MY APPRAISAL AND ANALYSIS IT IS MY OPINION THAT THE MARKET VALUE OF THE SUBJECT PROPERTY AS OF February 6, 2019 IS \$ 42,000

THIS REPORT WAS COMPLETED ON February 6, 2019

- ☒ TITLE PAGE

☐ SKETCH ADDENDUM

☒ PHOTO ADDENDA

☐
- ☐ REPORT PROFILE

☐ COMPS 4-5-6

☐ NARRATIVE ADDENDUM

☒ Scope of Appraisal
- ☒ GLA CALCULATIONS

☒ MAP ADDENDUM

☒ INVOICE FOR SERVICES

☒ Map of Comparables

APPRAISER	SIGNATURE	DESIGNATION	SUPERVISOR	SIGNATURE	DESIGNATION
	NAME Colleen Hoolahan	DAR/Certified Appraisal Reviewer		NAME	VIEWED PROP. (DATE)
	Member # 0615-19	VIEWED PROP. (DATE)			
	02-06-2019				

APPRAISAL REPORT

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuring the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby; (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what they consider their best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in the currency of use in the country where the property is located or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

STATEMENT OF LIMITING CONDITIONS AND APPRAISER'S CERTIFICATION

CONTINGENT AND LIMITING CONDITIONS:

1. The appraiser is not responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and therefore, will not render any opinions about the title. The property is appraised on the basis of it being under responsible ownership.
2. The appraiser may provide a sketch in the appraisal report to show approximate dimensions of the improvements and the sketch is included only to assist the reader of the report in visualizing the property and understanding the appraiser's determination of its size. All improvements were measured in compliance with the current guidelines of the American National Standards Institute (ANSI).
3. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand.
4. The appraiser has estimated the value of the land in the cost approach at its highest and best use and the improvements at their contributory value. These separate valuations of the land and improvements must not be used in conjunction with any other appraisal and are invalid if they are so used.
5. The appraiser has noted in the appraisal report any adverse conditions (such as needed repairs, depreciation, the presence of hazardous wastes, toxic substances, etc.) observed during the viewing of the subject property or that he or she became aware of during the normal research involved in performing the appraisal. Unless otherwise stated in the appraisal report, the appraiser has no knowledge of any hidden or unapparent conditions of the property or adverse environmental conditions (including the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, expressed or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not qualified in any way through experience or education in the field of environmental hazards, the appraisal report must not be considered as an environmental assessment of the property.
6. The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.
7. The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice.
8. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that completion of the improvements will be performed in a workpersonlike manner.
9. The appraiser must provide his or her prior expressed written consent before the lender and or client specified in the appraisal report can distribute the appraisal report (including conclusions about the property value, the appraiser's identity and professional designations, and references to any professional appraisal organizations or the firm with which the appraiser is associated) to anyone other than the borrower, the mortgagee or its successors and assigns, and the mortgage insurer, The appraiser's expressed written consent and approval must also be obtained before the appraisal can be conveyed by anyone to the public through advertising, public relations, news, sales, or other media.

APPRAISER'S CERTIFICATION: The appraiser certifies and agrees that:

1. I have researched the subject market area and have selected a minimum of three recent sales of properties that I consider most similar and proximate to the subject property for consideration in the sales comparison analysis and have made a dollar adjustment when appropriate to reflect the market reaction to those items of significant variation. If a significant item in a comparable property is superior to, or more favorable than, the subject property, I have made a negative adjustment to reduce the adjusted sales price of the comparable and, if a significant item in a comparable property is inferior to, or less favorable than the subject property, I have made a positive adjustment to increase the adjusted sales price of the comparable.
2. I have taken into consideration the factors that in my opinion have an impact on value in my development of my opinion of market value in this appraisal report. I have not knowingly withheld any significant information from the appraisal report and I believe, to the best of my knowledge, that all statements and information in the appraisal report are true and correct.
3. I stated in the appraisal report only my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the contingent and limiting conditions specified in this form or as stated in the appraisal report.

APPRAISAL REPORT

4. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in any transaction that may involve the property being appraised. I did not base, either partially or completely, my analysis and/or my opinion of market value in the appraisal report on the race, color, religion, sex, disability, familial status, or national origin of either the present owners, prospective owners, or present occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property.
5. I have no present or contemplated future interest in the subject property, and neither my current or future employment, nor my compensation for performing, this appraisal is contingent upon the appraised value of the property.
6. I was not required to report a predetermined value or direction in value that favors the cause of the client or any related party, the amount of the value opinion, the attainment of a specific result, or the occurrence of a subsequent event in order to receive my compensation and/or employment for performing the appraisal. I did not base the appraisal report on a requested minimum valuation, a specific valuation, or the need to approve a specific mortgage loan.
7. I have diligently attempted to perform this appraisal in conformity with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place as of the effective date of this appraisal. I acknowledge that an estimate of a reasonable time for exposure in the open market is a condition in the definition of market value.
8. I have personally viewed at least the exterior areas of the subject property and exterior of all properties listed as comparables, where applicable, in the appraisal report. I further certify that I have noted any apparent or known adverse conditions in the subject improvements or on the subject site of which I am aware and have made adjustments for these adverse conditions in my analysis of the property value to the extent that I had market evidence to support them. I have also commented about, the effect of the adverse conditions, if any on the marketability of the subject property.
9. I personally prepared all conclusions and opinions about the real estate that are set forth in the appraisal report. If I relied on significant professional assistance from any individual or individuals in the performance of the appraisal or the preparation of the appraisal report, I have named such individual(s) and disclosed the specific tasks performed by them in the appraisal report. I certify that any individual so named is qualified to perform the tasks. Unless otherwise noted in the report, I have not authorized anyone to make a change to any item in the report. I am therefore not responsible for any unauthorized change made to the appraisal report.

SUPERVISORY APPRAISER'S CERTIFICATION: If a supervisory appraiser signed the appraisal report, he or she certifies and agrees that: I directly supervised the appraiser who prepared the appraisal report, have reviewed the appraisal report, agree with the statements and conclusions of the appraiser, agree to be bound by the appraiser's certifications number 4 through 7 above, and am taking full responsibility for the appraisal and the appraisal report.


No internal viewing. Some of the interior information was obtained from assessment records.

This appraisal and appraisal report were completed by a member in good standing with CNAREA and licensed with RECA.

Note: Any questions included in this appraisal report that were answered by indicating "unknown" means that the appraiser is unable to answer the question.

ADDRESS OF PROPERTY APPRAISED: 39, 5612-53 Avenue, Cold Lake, AB

APPRAISER:

Signature: 
Name: Colleen Hoolahan
Designation: DAR/Certified Appraisal Reviewer
Date signed: February 6, 2019

SUPERVISORY APPRAISER: (only if required)

Signature: _____
Name: _____
Designation: _____
Date signed: _____

☐ Did ☐ Did Not View Property

SCOPE OF THE APPRAISAL

The Scope of the Appraisal contains the necessary research and analysis to prepare a report in accordance with its intended use. The following are comments which describe the extent of the procedures used in the collection, confirmation and reporting of the information involved in preparing this report.

Collection and confirmation of data consisted of the following:

1. A personal site viewing (exterior only) was performed on February 6, 2019 by Colleen Hoolahan. No internal viewing. Some of the interior information was obtained from assessment records. Appraisal and Appraisal Report were completed by Colleen Hoolahan.

Note: Several attempts were made by phone, with messages left; however no calls were returned. The City of Cold Lake posted a notice on the door on Friday, February 1, 2019 setting a viewing time for Wednesday, February 6, 2019. I knocked on the door at about 11:30 am with no response. On February 6, 2019 I proceeded to take pictures of the exterior only.
2. Site area is not applicable - rented lot.
3. Property assessment and taxes, and land use classification are sourced from the corresponding municipality/town.
4. Supportive market information regarding comparable properties is obtained through the Edmonton Real Estate Board and Land Sales from the Northern Alberta Land Data System. Comparable market information was confirmed with either the listing selling realtor or other participants who are knowledgeable of the transaction details.
5. The market value includes the 5 % GST if applicable.
6. The purposes of this appraisal and appraisal report is to determine the market value, as defined in this appraisal report, of the improvements (mobile only - fully sited in Creekside Village) and the effective date of the Appraisal is February 6, 2019.
7. Occupancy and site history of the subject is described below.

OCCUPANCY AND SITE HISTORY

We assume subject is owner occupied.

REASONABLE EXPOSURE TIME

An estimate of market value is related to the concept of reasonable exposure time. Exposure time is the property's estimated marketing time prior to a hypothetical sale at market value on the effective date of appraisal. It is a retrospective function of asking price, property type, and past market conditions; and encompasses not only adequate, sufficient and reasonable time but also adequate, sufficient and reasonable effort. Reasonable exposure time is one of the necessary elements in the most market value definition, although it is not intended to be a prediction of a specific date of sale as it may be expressed as a range.

In appraisal theory and practice, there is a distinction relating to perspective between exposure time and marketing time; exposure time is presumed to precede the effective date of appraisal whereas marketing time is presumed to succeed the effective date. Marketing time is a prospective function of asking price, property type and anticipated market conditions.

The subject's market value estimate is based on a reasonable exposure time of 90 to 180 days at an asking price of 5 % greater than expected value. The market value conclusion should not be viewed as a full detailed narrative report. The contents are concise and briefly descriptive. The market value is based upon a review of available sales data, primarily the data listed on a "Multiple Listing Service" and private sales from office records. The MLS sales are not normally inspected nor verified unless there is a reason to doubt their accuracy. The sales data is then adjusted by way of the application of appraisal theory and experience. It is often necessary to use adjustments that are subjective to derive the current market value of the subject. In most instances the comparables were not inspected on the interior.

GENERAL COMMENTS

For the purpose of this appraisal report, the highest and best use is defined as that legally permitted use for which there is a demand, and is most likely to produce the greatest net return, tangible or intangible, to the subject property, while utilizing the property as a whole. The subject property **Mobile Only - fully sited on rented lot** and it is the opinion of the appraiser that this activity constitutes the highest and best use.

The income approach to value was not considered as no properties similar to the subject, in the subject market area, were predominately leased at the time of sale. It is therefore, impossible to determine a legitimate rent multiplier figure necessary in calculating a valid income approach value.

The appraiser assumes that all information describing the insulation, and the water and sewer systems supplied by the owner of other sources, is correct. This information was not verified by the appraiser.

Cost Data (If Applicable)

The cost approach calculations were based on current information published by the Marshall & Swift Company and were adjusted for geographical location, climatic conditions, seismic zones, and wind factors. Physical depreciation was calculated using the modified effective age/life method, utilizing **Marshall & Swift Cost Manual** as a base. The accrued depreciation includes any applicable functional and external obsolescence. The land value was determined from an analysis of the most recent sales of similar but undeveloped land in the subject market area, and by the abstraction method utilizing the comparables incorporated in the sales comparison analysis.

Sales Comparison Data

The date of sale figures reflect the actual contract date of each comparable. The condition adjustment reflects both the incurable and the curable physical depreciation and was calculated by a comparison of the effective age of the subject's improvements to that of the respective comparable. The difference of the respective depreciation rates was then applied to the abstracted value of the improvements only. The gross living area adjustments reflect both size and room differences. These adjustments have been calculated by abstracting from the sales price of each comparable, the market value of all items which do not contribute to the actual Gross Living Area of the house itself. The residual was then divided by the size of the respective house to arrive at an average market value per square foot or meter. The values thus derived from each of the comparables were correlated with the depreciated cost of the subject to arrive at the actual adjustment rate utilized.

SPECIAL LIMITATIONS

This APPRAISAL REPORT has been prepared for the sole and exclusive use and benefit of City of Cold Lake (hereinafter referred to as the client). Any use of this report by anyone other than the client or for any purpose or function other than the original intent, invalidates the findings and voids all results and or conclusions.

All analysis, opinions, and conclusions were developed, and this appraisal report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP) and the code of ethics of the Canadian National Association of Real Estate Appraisers.

It is assumed that the utilization of land and any improvements thereon, are within the boundaries of the property lines of the described property and that there is no encroachment or trespass, unless otherwise stated in the appraisal report.

It is assumed that the subject property is in full compliance with all applicable Federal, State/Provincial, and local environmental regulations and laws unless otherwise stated in the appraisal report.

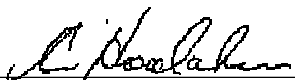
It is assumed that all required licenses, consents, or any required legislative or administrative authority from any local, State/Provincial, Federal, or private entity or organization, have been acquired and or renewed for any use upon which the value opinion in the appraisal report is based.

It is assumed that any lease encumbrances pertaining to the subject property are legally binding contracts between the lessee and the lessor and that all information transmitted to the appraiser concerning these lease contracts is accurate and correct. Although this appraisal report may include information concerning the physical improvements being appraised, including their adequacy and or condition, it should be understood that this information is provided only for use as a general guide in the valuation of the subject property and is not to be construed as a complete or detailed physical report. The observed condition of the roof, exterior walls, foundation, interior walls, floors, heating system, plumbing, insulation, electrical system, and any other of the mechanical system or physical components of the improvements is based on a casual viewing only. **No detailed inspection was made.** The improvements were not checked for current building code violations unless otherwise noted in the appraisal report. If such an inspection is required, the client is advised to retain the services of an expert in this field.

Comments: _____

This appraisal and appraisal report was completed by a member in good standing with CNAREA and licensed with RECA.

APPRAISER:

Signature: 
Name: Colleen Hoolahan
Designation: DAR/Certified Appraisal Reviewer
Date Signed: February 6, 2019

SUPERVISORY APPRAISER (only if required):

Signature: _____
Name: _____
Designation: _____
Date Signed: _____

☐ DID ☐ DID NOT VIEW PROPERTY

SUBJECT PHOTOGRAPHS

Borrower: City of Cold Lake		File No.: 19-028
Property Address: 39, 5612-53 Avenue		Case No.:
City: Cold Lake	Prov.: AB	P.C.:
Lender: City of Cold Lake		



Rear View



Side View



Neighbourhood View

COMPARABLE PROPERTY PHOTO ADDENDUM

Borrower: City of Cold Lake		File No.: 19-028
Property Address: 39, 5612-53 Avenue		Case No.:
City: Cold Lake	Prov.:	AB P.C.:
Lender: City of Cold Lake		



COMPARABLE SALE #1

55, 4405-50 Avenue
Cold Lake
Sale Date: Sept 21, 2018
Sale Price: \$ 40,500



COMPARABLE SALE #2

29, 5612-53 Avenue
Cold Lake
Sale Date: May 4, 2018
Sale Price: \$ 67,000

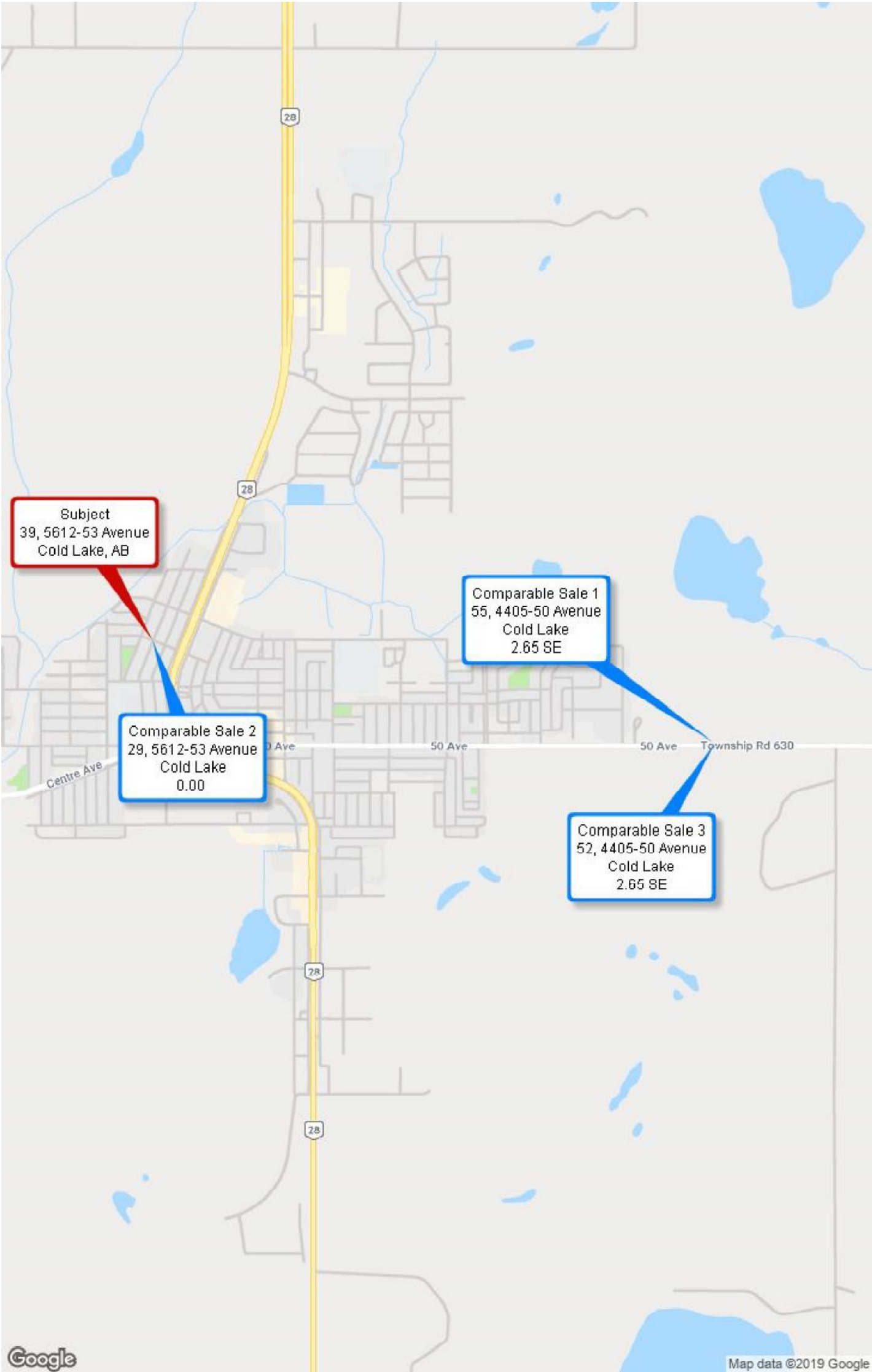


COMPARABLE SALE #3

52, 4405-50 Avenue
Cold Lake
Sale Date: March 7, 2018
Sale Price: \$ 34,000

LOCATION MAP

Borrower: City of Cold Lake			File No.: 19-028	
Property Address: 39, 5612-53 Avenue			Case No.:	
City:	Cold Lake	Prov.:	AB	P.C.:
Lender: City of Cold Lake				



**LAND
APPRAISAL REPORT**

**OF THE LAND
LOCATED AT**

**5312-57 Street
Cold Lake, AB**

PREPARED FOR

**City of Cold Lake
tmaraiyesa@coldlake.com**

PREPARED BY

**Colleen Hoolahan
DAR/Certified Appraisal Reviewer**

January 29, 2019

City of Cold Lake

The purpose of this appraisal and appraisal report is to ascertain and report the market value, as defined in this appraisal report, of the subject land, located at 5312-57 Street, Cold Lake, Alberta in fee simple, for the function of re-sale.

Fee simple is an absolute fee, a fee without limitations to any particular class of heirs or restrictions, but subject to the limitations of eminent domain, escheat, police power, and taxation. It is an inheritable estate.

The appraiser has personally viewed the subject property on January 29, 2019 and has gathered and analyzed all the data obtained from the local real estate board, the Multiple Listing Service, the public record, and the appraiser's own files. The appraiser has omitted a cost approach analysis as it is considered inapplicable and inappropriate for this type of appraisal assignment.

This appraisal and appraisal report has been completed in accordance with the Uniform Standards of Professional Appraisal Practice (USPAP).

It is the opinion of the appraiser that the market value of the subject property as of January 29, 2019, is:

Seventy-Five Thousand Dollars

\$75,000

THIS REPORT CONTAINS AND IS SUBJECT TO specific terminology descriptions, conditions, and special limitations which affect the stated opinion of market value, the use, and the intended user of the report. Please carefully read, and pay particular attention to all of these descriptions, conditions, and special limitations.



Colleen Hoolahan

DAR/Certified Appraisal Reviewer

File No. 19-031

SUBJECT

NEIGHBOURHOOD

SITE

MARKET DATA ANALYSIS

RECONCILIATION

MARKET DATA ANALYSIS

The undersigned has recited three recent sales of properties most similar and proximate to the subject and has to be considered these in the market analysis. The description includes a dollar adjustment, reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to, or more favorable than subject property, a minus (-) adjustment is made, thus reducing the indicated value of the subject, if a significant in the comparable is inferior to or less favorable than the subject property, a plus (+) adjustment is made, thus increasing the indicated value of the subject.

ITEM	SUBJECT	COMPARABLE NO. 4		COMPARABLE NO. 5		COMPARABLE NO. 6	
Address 5312-57 Street Cold Lake (South)							
Proximity to subject							
Sales Price	\$		\$		\$		\$
Price \$/Sq. Ft. N/A							
Data Source							
Date of Sale and Time Adjustment	DESCRIPTION	DESCRIPTION	+(-) Adjust.	DESCRIPTION	+(-) Adjust.	DESCRIPTION	+(-) Adjust.
Location	Older Residential						
Site/View	7589.4 ± Sq Ft						
	Municipal Services						
Sales or Financing Concessions							
Net Adj. (Total)		<input checked="" type="checkbox"/> + <input type="checkbox"/> -	\$ 0	<input checked="" type="checkbox"/> + <input type="checkbox"/> -	\$ 0	<input type="checkbox"/> + <input type="checkbox"/> -	\$
Indicated Value of Subject		Gross: 0.0 Net: 0.0	\$ 0	Gross: 0.0 Net: 0.0	\$ 0	Gross: Net:	\$

COMMENTS

Comments on Market Data

Subject is located in and older residential area, in the central quadrant of the City of Cold Lake (South).

Fairly typical single family lot size for the immediate area. Site is fairly level.

From the onset let us point out that timely sales data of similar properties proximal to subject was extremely limited. A very limited number of vacant lots have sold on the open market.

The foregoing three sales are, in the appraiser's opinion, the best indicators of market value.

Sale # 1 is a lot located in a newer area in the City of Cold Lake (South), better known as Tri City Estates. Sale # 1 is the most recent sale of a vacant lot. The sale date and sale price were confirmed through Land Titles.

Sale # 2 is a lot located in a newer area in the City of Cold Lake (South), better known as Windermere Grande. Windermere Grande is in close proximity to the downtown area. Sale # 2 occurred in June 2017; however the appraiser has no strong evidence that the market has changed for this type of property; therefore no time adjustment has been made. The sale date and sale price were confirmed through Land Titles.

Sale # 3 is a large lot located in a newer area in the City of Cold Lake (South), better known as Tri City Estates. Sale # 3 occurred in May 2017; however the appraiser has no strong evidence that the market has changed for this type of property; therefore no time adjustment has been made. This sale was reported through the local MLS system.

Adjustments were made for location and site size.

Market value tends to the mid range of the adjusted values.

PROPERTY SALES HISTORY

No sales activity on subject property in the last three years. Currently to our knowledge subject is not listed for sale nor does it have a pending offer.

Title indicates that land transfer occurred on February 13, 2015 for the consideration of \$140,000.00.

The appraiser has not performed any services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three year period immediately preceding acceptance of this assignment.

GENERAL COMMENTS

For the purpose of this appraisal report, the highest and best use is defined as that legally permitted use for which there is a demand, and is most likely to produce the greatest net return, tangible or intangible, to the subject property, while utilizing the property as a whole. The subject property **is Vacant Land** and it is the opinion of the appraiser that this activity constitutes the highest and best use.

The income approach to value was not considered as no properties similar to the subject, in the subject market area, were predominately leased at the time of sale. It is therefore, impossible to determine a legitimate rent multiplier figure necessary in calculating a valid income approach value.

The appraiser assumes that all information describing the insulation, and the water and sewer systems supplied by the owner of other sources, is correct. This information was not verified by the appraiser.

Cost Data (If Applicable)

The cost approach calculations were based on current information published by the Marshall & Swift Company and were adjusted for geographical location, climatic conditions, seismic zones, and wind factors. Physical depreciation was calculated using the modified effective age/life method, utilizing **Marshall & Swift Cost Manual** as a base. The accrued depreciation includes any applicable functional and external obsolescence. The land value was determined from an analysis of the most recent sales of similar but undeveloped land in the subject market area, and by the abstraction method utilizing the comparables incorporated in the sales comparison analysis.

Sales Comparison Data

The date of sale figures reflect the actual contract date of each comparable. The condition adjustment reflects both the incurable and the curable physical depreciation and was calculated by a comparison of the effective age of the subject's improvements to that of the respective comparable. The difference of the respective depreciation rates was then applied to the abstracted value of the improvements only. The gross living area adjustments reflect both size and room differences. These adjustments have been calculated by abstracting from the sales price of each comparable, the market value of all items which do not contribute to the actual Gross Living Area of the house itself. The residual was then divided by the size of the respective house to arrive at an average market value per square foot or meter. The values thus derived from each of the comparables were correlated with the depreciated cost of the subject to arrive at the actual adjustment rate utilized.

SPECIAL LIMITATIONS

This APPRAISAL REPORT has been prepared for the sole and exclusive use and benefit of **City of Cold Lake** (hereinafter referred to as the client). Any use of this report by anyone other than the client or for any purpose or function other than the original intent, invalidates the findings and voids all results and or conclusions.

All analysis, opinions, and conclusions were developed, and this appraisal report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP) and the code of ethics of the Canadian National Association of Real Estate Appraisers.

It is assumed that the utilization of land and any improvements thereon, are within the boundaries of the property lines of the described property and that there is no encroachment or trespass, unless otherwise stated in the appraisal report.

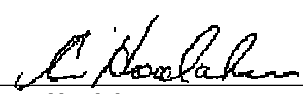
It is assumed that the subject property is in full compliance with all applicable Federal, State/Provincial, and local environmental regulations and laws unless otherwise stated in the appraisal report.

It is assumed that all required licenses, consents, or any required legislative or administrative authority from any local, State/Provincial, Federal, or private entity or organization, have been acquired and or renewed for any use upon which the value opinion in the appraisal report is based.

It is assumed that any lease encumbrances pertaining to the subject property are legally binding contracts between the lessee and the lessor and that all information transmitted to the appraiser concerning these lease contracts is accurate and correct. Although this appraisal report may include information concerning the physical improvements being appraised, including their adequacy and or condition, it should be understood that this information is provided only for use as a general guide in the valuation of the subject property and is not to be construed as a complete or detailed physical report. The observed condition of the roof, exterior walls, foundation, interior walls, floors, heating system, plumbing, insulation, electrical system, and any other of the mechanical system or physical components of the improvements is based on a casual viewing only. **No detailed inspection was made.** The improvements were not checked for current building code violations unless otherwise noted in the appraisal report. If such an inspection is required, the client is advised to retain the services of an expert in this field.

Comments: **This appraisal and appraisal report was completed by a member in good standing with CNAREA and licensed with RECA.**

APPRAISER:

Signature: 
Name: **Colleen Hoolahan**
Designation: **DAR/Certified Appraisal Reviewer**
Date Signed: **02/01/2019**

SUPERVISORY APPRAISER (only if required):

Signature: _____
Name: _____
Designation: _____
Date Signed: _____

☐ DID ☐ DID NOT VIEW PROPERTY

SCOPE OF THE APPRAISAL

The Scope of the Appraisal contains the necessary research and analysis to prepare a report in accordance with its intended use. The following are comments which describe the extent of the procedures used in the collection, confirmation and reporting of the information involved in preparing this report.

Collection and confirmation of data consisted of the following:

1. A personal site viewing was performed on January 29, 2019 by Colleen Hoolahan. The appraisal and appraisal report were completed by Colleen Hoolahan.
2. Site area taken from the Plot Map.
3. Property assessment and taxes, and land use classification are sourced from the corresponding municipality/town.
4. Supportive market information regarding comparable properties is obtained through the Edmonton Real Estate Board and Land Sales from the Northern Alberta Land Data System. Comparable market information was confirmed with either the listing selling realtor or other participants who are knowledgeable of the transaction details.
5. The market value includes the 5 % GST if applicable.
6. The property rights appraised are those of the owners in the Fee Simple Estate and the effective date of the Appraisal is January 29, 2019.
7. Occupancy and site history of the subject is described below.

OCCUPANCY AND SITE HISTORY

Subject is vacant land.

REASONABLE EXPOSURE TIME

An estimate of market value is related to the concept of reasonable exposure time. Exposure time is the property's estimated marketing time prior to a hypothetical sale at market value on the effective date of appraisal. It is a retrospective function of asking price, property type, and past market conditions; and encompasses not only adequate, sufficient and reasonable time but also adequate, sufficient and reasonable effort. Reasonable exposure time is one of the necessary elements in the most market value definition, although it is not intended to be a prediction of a specific date of sale as it may be expressed as a range.

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SUBJECT PHOTOGRAPHS

Borrower: City of Cold Lake		File No.: 19-031
Property Address: 5312-57 Street		Case No.:
City: Cold Lake	Prov.: AB	P.C.:
Lender: City of Cold Lake		



Subject Property



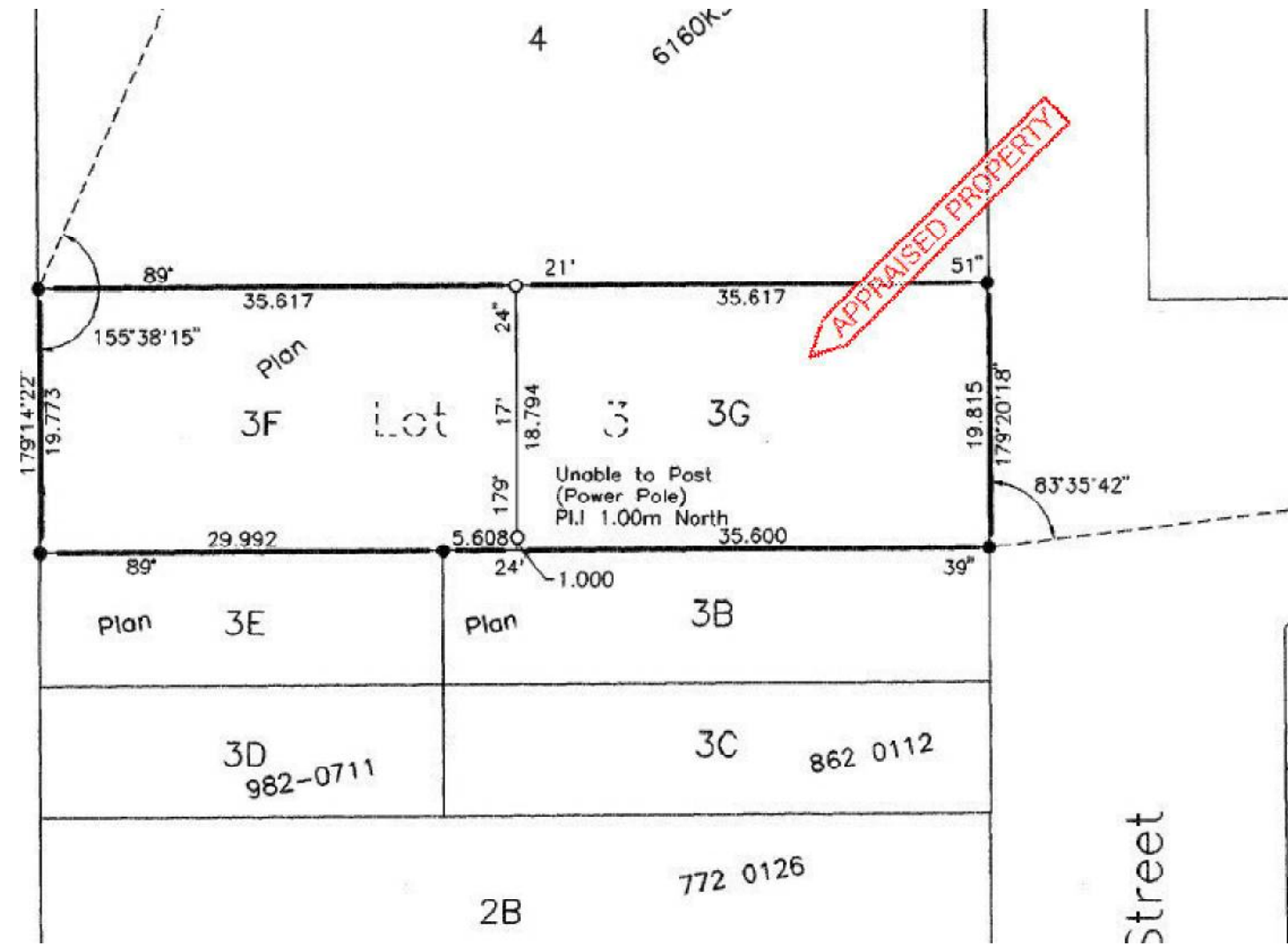
Neighbourhood View South



Neighbourhood View North

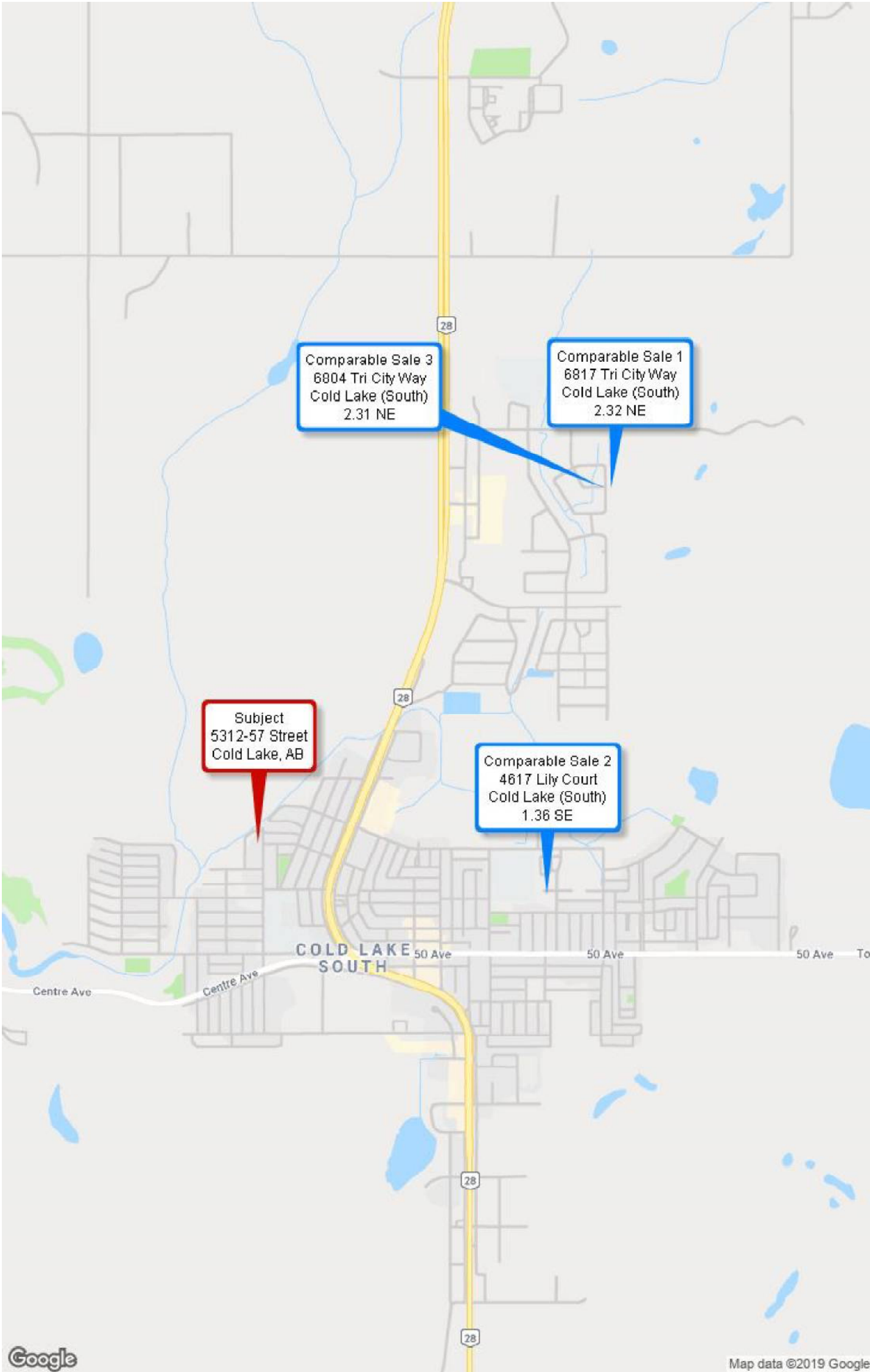
PLOT MAP

Borrower: City of Cold Lake	File No.: 19-031
Property Address: 5312-57 Street	Case No.:
City: Cold Lake	Prov.: AB
Lender: City of Cold Lake	P.C.:



LOCATION MAP

Borrower: City of Cold Lake	File No.: 19-031
Property Address: 5312-57 Street	Case No.:
City: Cold Lake	Prov.: AB
Lender: City of Cold Lake	P.C.:



TITLE SEARCH

Borrower: City of Cold Lake		File No.: 19-031
Property Address: 5312-57 Street		Case No.:
City: Cold Lake	Prov.: AB	P.C.:
Lender: City of Cold Lake		



LAND TITLE CERTIFICATE

S
LINC SHORT LEGAL TITLE NUMBER
0027 796 010 9826556;12;3G 152 052 966

LEGAL DESCRIPTION
PLAN 9826556
BLOCK 12
LOT 3G
EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE
ATS REFERENCE: 4;2;63;3;SW

MUNICIPALITY: CITY OF COLD LAKE
REFERENCE NUMBER: 132 392 908

REGISTERED OWNER(S)				
REGISTRATION	DATE(DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION
152 052 966	13/02/2015	TRANSFER OF LAND	\$140,000	\$140,000

OWNERS

COLD LAKE INDUSTRIAL PARK GP LTD.
OF 1730, 10123 - 99 ST
EDMONTON
ALBERTA T5J 3N1

ENCUMBRANCES, LIENS & INTERESTS		
REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
172 092 060	18/04/2017	TAX NOTIFICATION BY - CITY OF COLD LAKE. 5513-48 AVENUE COLD LAKE, ALBERTA T9M1A1

TOTAL INSTRUMENTS: 001

(CONTINUED)

TITLE SEARCH

Borrower: City of Cold Lake		File No.: 19-031
Property Address: 5312-57 Street		Case No.:
City: Cold Lake	Prov.: AB	P.C.:
Lender: City of Cold Lake		

PAGE 2
152 052 966

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 28 DAY OF
JANUARY, 2019 AT 10:24 A.M.

ORDER NUMBER: 36613652

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).

**LAND
APPRAISAL REPORT**

**OF THE LAND
LOCATED AT**

**809 Lakeshore Drive
Cold Lake, AB**

PREPARED FOR

**City of Cold Lake
tmaraiyesa@coldlake.com**

PREPARED BY

**Colleen Hoolahan
DAR/Certified Appraisal Reviewer**

January 29, 2019

City of Cold Lake

The purpose of this appraisal and appraisal report is to ascertain and report the market value, as defined in this appraisal report, of the subject land and improvements thereon, located at 809 Lakeshore Drive, Cold Lake, Alberta in fee simple, for the function of mortgage financing.

Fee simple is an absolute fee, a fee without limitations to any particular class of heirs or restrictions, but subject to the limitations of eminent domain, escheat, police power, and taxation. It is an inheritable estate.

The appraiser has personally viewed the subject property on January 29, 2019 and has gathered and analyzed all the data obtained from the local real estate board, the Multiple Listing Service, the public record, and the appraiser's own files. The appraiser has omitted a cost approach analysis as it is considered inapplicable and inappropriate for this type of appraisal assignment.

This appraisal and appraisal report has been completed in accordance with the Uniform Standards of Professional Appraisal Practice (USPAP).

It is the opinion of the appraiser that the market value of the subject property as of January 29, 2019, is:

One Hundred Twenty-Six Thousand Dollars

\$126,000

THIS REPORT CONTAINS AND IS SUBJECT TO specific terminology descriptions, conditions, and special limitations which affect the stated opinion of market value, the use, and the intended user of the report. Please carefully read, and pay particular attention to all of these descriptions, conditions, and special limitations.



Colleen Hoolahan

DAR/Certified Appraisal Reviewer

LAND APPRAISAL REPORT

File No. 19-030

SUBJECT

Borrower City of Cold Lake Census Tract _____ Map Reference _____
Property Address 809 Lakeshore Drive
City Cold Lake Prov. AB Postal Code _____
Legal Description Lot 9 Blk A PI 2859EO
Sale Price _____ Date of Sale _____ Loan Term _____ yrs. Property Rights Appraised ☒ Fee ☐ Leasehold ☐ De Minimus PUD
Actual Real Estate Taxes 1225.57 (2018) (yr.) Loan charges to be paid by seller _____ Other sale concessions _____
Lender/Client City of Cold Lake Address tmaraiyesa@coldlake.com
Occupant Vacant Land Appraiser Colleen Hoolahan Instructions to Appraiser Market value of vacant lot.

NEIGHBOURHOOD

Location	<input checked="" type="checkbox"/> Urban	<input type="checkbox"/> Suburban	<input type="checkbox"/> Rural	Good	Avg	Fair	Poor
Built Up	<input checked="" type="checkbox"/> Over 75%	<input type="checkbox"/> 25% to 75%	<input type="checkbox"/> Under 25%		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Growth Rate	<input type="checkbox"/> Fully Dev.	<input type="checkbox"/> Rapid	<input checked="" type="checkbox"/> Steady		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Property Values	<input type="checkbox"/> Increasing	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Declining		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Demand/Supply	<input type="checkbox"/> Shortage	<input checked="" type="checkbox"/> In Balance	<input type="checkbox"/> Over Supply		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Marketing Time	<input type="checkbox"/> Under 3 Mos.	<input type="checkbox"/> 4-6 Mos.	<input checked="" type="checkbox"/> Over 6 Mos.		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Present Land Use	<input type="checkbox"/> % 1 Family <input type="checkbox"/> % 2-4 Family <input type="checkbox"/> % Apts <input type="checkbox"/> % Condo <input type="checkbox"/> % Commercial			Employment Stability	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/> % Industrial <input type="checkbox"/> % Vacant <input type="checkbox"/> % Mixed			Convenience to Employment	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Change in Present Land Use	<input checked="" type="checkbox"/> Not Likely <input type="checkbox"/> Likely <input type="checkbox"/> Taking Place(*)			Convenience to Shopping	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	(*)From _____ To _____			Convenience to Schools	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Predominant Occupancy	<input checked="" type="checkbox"/> Owner <input type="checkbox"/> Tenant _____ % Vacant			Adequacy of Public Transportation	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Single Family Price Range	<u>275000</u> to <u>400000</u> Predominant Value <u>350000</u>			Recreational Facilities	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Single Family Age	<u>5</u> yrs. to yrs. <u>40+</u> Predominant Age <u>25</u> yrs.			Adequacy of Utilities	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Comments including those factors, favorable or unfavorable, affecting marketability (e.g. public parks, schools, view, noise)				Property Compatibility	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Subject is located in the central quadrant of the City of Cold Lake (North). Subject is located across the road from the marina boat launch and is located next to a large bed & breakfast (Lakeshore Inn). Immediate area comprises of single family homes, duplexes, condo's, church and vacant lots. No adverse influences observed.				Protection from Detrimental Conditions	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

SITE

Dimensions Irregular - see Plot Map = 8536 ± Sq Ft ☒ Corner Lot
Zoning Classification LC - Lakeshore Commercial Present Improvements ☒ Do ☐ Do Not Conform to Zoning Regulations
Highest and Best Use ☐ Present Use ☒ Other (specify) Developed with improvements allowed within the current zoning
Public Other (Describe)
Elec. ☒
Gas ☒
Water ☒
San. Sewer ☒
☒ Underground Elec & Tel
OFF-SITE IMPROVEMENTS
Str.Address ☒ Public ☐ Private
Surface _____
Maintenance ☐ Public ☐ Private
☒ Storm Sewer ☒ Curb/Gutter
☐ Sidewalk ☒ Street Lights
Topo Level
Size 8536 ± Sq Ft
Shape Irregular - see Plot Map
View Some view of the lake
Drainage Storm Sewer
Comments (favorable or unfavorable including any apparent adverse easements, encroachments or other adverse conditions) **Fairly typical lot size for the immediate area. Site is level. No adverse easements or encroachments observed or registered.**

MARKET DATA ANALYSIS

The undersigned has recited three recent sales of properties most similar and proximate to the subject and has to be considered these in the market analysis. The description includes a dollar adjustment, reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to, or more favorable than subject property, a minus (-) adjustment is made, thus reducing the indicated value of the subject, if a significant item in the comparable is inferior to or less favorable than the subject property, a plus (+) adjustment is made, thus increasing the indicated value of the subject.							
ITEM	SUBJECT	COMPARABLE NO. 1		COMPARABLE NO. 2		COMPARABLE NO. 3	
Address	809 Lakeshore Drive Cold Lake (North)	1501 Horseshoe Bay Estates Cold Lake (North)		1601 Horseshoe Bay Estates Cold Lake (North)		807-11 Avenue Cold Lake (North)	
Proximity to subject		3.68 NW		3.77 NW		0.37 SW	
Sales Price	\$		\$ 135,000		\$ 169,900		\$ 125,000
Price \$/Sq. Ft.	N/A		135,000		169,900		125,000
Data Source		MLS System / 381 Days		MLS System / 261 Days		MLS System / 153 Days	
Date of Sale and	DESCRIPTION	DESCRIPTION	+(-) Adjust.	DESCRIPTION	+(-) Adjust.	DESCRIPTION	+(-) Adjust.
Time Adjustment		April 12, 2018		Active (15%list to sell)		Active (15%list to sell)	
Location	Lakeshore Drive-Marina Area	Horseshoe Bay Est		Horseshoe Bay Est		2.5 ± Blocks S. of Subject	
Site/View	8536 ± Sq Ft	23,121 SqFt ±	-15,000	27,147 SqFt ±	-15,000	5791 SqFt ±	5,000
View	Average View of Lake	Average View of Lake		Average View of Lake		No View of Lake	
	Municipal Services	Municipal Services		Municipal Services		Municipal Services	
Sales or Financing							
Concessions							
Net Adj. (Total)		<input type="checkbox"/> + <input checked="" type="checkbox"/> -	\$ 15,000	<input type="checkbox"/> + <input checked="" type="checkbox"/> -	\$ 40,485	<input checked="" type="checkbox"/> + <input type="checkbox"/> -	\$ 6,250
Indicated Value		Gross: 11.1		Gross: 23.8		Gross: 35.0	
of Subject		Net: -11.1	\$ 120,000	Net: -23.8	\$ 129,415	Net: 5.0	\$ 131,250

RECONCILIATION

Comments on Market Data See next page for Conclusions.

Comments and Conditions of Appraisal The Sales Comparison Approach best models the current market.

Final Reconciliation Value is with an active marketing period of 90 to 180 days.

I ESTIMATE THE MARKET VALUE, AS DEFINED, OF THE SUBJECT PROPERTY AS OF January 29, 2019 to be 126000

Appraiser Signature Colleen Hoolahan Supervisor Signature (if applicable) _____
Appraiser Name Colleen Hoolahan Supervisor Name _____
☐ Did ☐ Did Not Physically Inspect Property

Date Report Signed 02/01/2019 Date Report Signed _____
State Certification # Member # 0615-19 State _____ State Certification # _____ State _____
State License # _____ State License # _____ State License # _____

LAND APPRAISAL REPORT

File No. 19-030

The undersigned has recited three recent sales of properties most similar and proximate to the subject and has to be considered these in the market analysis. The description includes a dollar adjustment, reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to, or more favorable than subject property, a minus (-) adjustment is made, thus reducing the indicated value of the subject, if a significant in the comparable is inferior to or less favorable than the subject property, a plus (+) adjustment is made, thus increasing the indicated value of the subject.

ITEM	SUBJECT	COMPARABLE NO. 4		COMPARABLE NO. 5		COMPARABLE NO. 6	
Address 809 Lakeshore Drive Cold Lake (North)							
Proximity to subject							
Sales Price		\$	\$	\$	\$	\$	\$
Price \$/Sq. Ft. N/A							
Data Source							
Date of Sale and Time Adjustment		DESCRIPTION	DESCRIPTION +(-) Adjust.	DESCRIPTION	DESCRIPTION +(-) Adjust.	DESCRIPTION	DESCRIPTION +(-) Adjust.
Location		Lakeshore Drive-Marina Area					
Site/View		8536 ± Sq Ft					
View		Average View of Lake					
Municipal Services							
Sales or Financing Concessions							
Net Adj. (Total)		<input checked="" type="checkbox"/> + <input type="checkbox"/> -	\$ 0	<input checked="" type="checkbox"/> + <input type="checkbox"/> -	\$ 0	<input type="checkbox"/> + <input type="checkbox"/> -	\$
Indicated Value of Subject		Gross: 0.0 Net: 0.0	\$ 0	Gross: 0.0 Net: 0.0	\$ 0	Gross: Net:	\$

Comments on Market Data

Subject is located in the central quadrant of the City of Cold Lake (North). Subject is located across the road from the marina boat launch and is located next to a large bed & breakfast (Lakeshore Inn).

Fairly typical lot size for the immediate area. Site is level.

From the onset let us point out that timely sales data of similar properties proximal to subject was extremely limited. A very limited number of vacant lots have sold on the open market.

The foregoing one sale and two active listings are, in the appraiser's opinion, the best indicators of market value.

Sale # 1 is a large lot located in Horseshoe Bay Estates. This property has an obstructed view of the lake, similar to subject. Sale # 1 occurred in April 2018; however the appraiser has no strong evidence that the market has changed for this type of property; therefore no time adjustment has been made.

Comparable # 2 is an active listing, of a large lot located in Horseshoe Bay Estates. This property has an obstructed view of the lake, similar to subject. A 15% downward list to sell adjustment has been applied.

Comparable # 3 is an active listing, of a small lot located in approximately 2.5 blocks south of subject. This property has no view of the lake. A 15% downward list to sell adjustment has been applied.

Adjustments were made for site size and views.

Market value tends to the mid range of the adjusted values.

PROPERTY SALES HISTORY

No sales activity on subject property in the last three years. Currently to our knowledge subject is not listed for sale nor does it have a pending offer.

This property was last listed for sale in 2015 / 2016 for 407 days with the final list price being \$159,900.00.

The appraiser has not performed any services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three year period immediately preceding acceptance of this assignment.

GENERAL COMMENTS

For the purpose of this appraisal report, the highest and best use is defined as that legally permitted use for which there is a demand, and is most likely to produce the greatest net return, tangible or intangible, to the subject property, while utilizing the property as a whole. The subject property **is Vacant Land** and it is the opinion of the appraiser that this activity constitutes the highest and best use.

The income approach to value was not considered as no properties similar to the subject, in the subject market area, were predominately leased at the time of sale. It is therefore, impossible to determine a legitimate rent multiplier figure necessary in calculating a valid income approach value.

The appraiser assumes that all information describing the insulation, and the water and sewer systems supplied by the owner of other sources, is correct. This information was not verified by the appraiser.

Cost Data (If Applicable)

The cost approach calculations were based on current information published by the Marshall & Swift Company and were adjusted for geographical location, climatic conditions, seismic zones, and wind factors. Physical depreciation was calculated using the modified effective age/life method, utilizing **Marshall & Swift Cost Manual** as a base. The accrued depreciation includes any applicable functional and external obsolescence. The land value was determined from an analysis of the most recent sales of similar but undeveloped land in the subject market area, and by the abstraction method utilizing the comparables incorporated in the sales comparison analysis.

Sales Comparison Data

The date of sale figures reflect the actual contract date of each comparable. The condition adjustment reflects both the incurable and the curable physical depreciation and was calculated by a comparison of the effective age of the subject's improvements to that of the respective comparable. The difference of the respective depreciation rates was then applied to the abstracted value of the improvements only. The gross living area adjustments reflect both size and room differences. These adjustments have been calculated by abstracting from the sales price of each comparable, the market value of all items which do not contribute to the actual Gross Living Area of the house itself. The residual was then divided by the size of the respective house to arrive at an average market value per square foot or meter. The values thus derived from each of the comparables were correlated with the depreciated cost of the subject to arrive at the actual adjustment rate utilized.

SPECIAL LIMITATIONS

This APPRAISAL REPORT has been prepared for the sole and exclusive use and benefit of **City of Cold Lake** (hereinafter referred to as the client). Any use of this report by anyone other than the client or for any purpose or function other than the original intent, invalidates the findings and voids all results and or conclusions.

All analysis, opinions, and conclusions were developed, and this appraisal report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP) and the code of ethics of the Canadian National Association of Real Estate Appraisers.

It is assumed that the utilization of land and any improvements thereon, are within the boundaries of the property lines of the described property and that there is no encroachment or trespass, unless otherwise stated in the appraisal report.

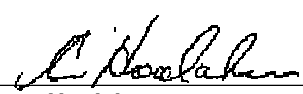
It is assumed that the subject property is in full compliance with all applicable Federal, State/Provincial, and local environmental regulations and laws unless otherwise stated in the appraisal report.

It is assumed that all required licenses, consents, or any required legislative or administrative authority from any local, State/Provincial, Federal, or private entity or organization, have been acquired and or renewed for any use upon which the value opinion in the appraisal report is based.

It is assumed that any lease encumbrances pertaining to the subject property are legally binding contracts between the lessee and the lessor and that all information transmitted to the appraiser concerning these lease contracts is accurate and correct. Although this appraisal report may include information concerning the physical improvements being appraised, including their adequacy and or condition, it should be understood that this information is provided only for use as a general guide in the valuation of the subject property and is not to be construed as a complete or detailed physical report. The observed condition of the roof, exterior walls, foundation, interior walls, floors, heating system, plumbing, insulation, electrical system, and any other of the mechanical system or physical components of the improvements is based on a casual viewing only. **No detailed inspection was made.** The improvements were not checked for current building code violations unless otherwise noted in the appraisal report. If such an inspection is required, the client is advised to retain the services of an expert in this field.

Comments: **This appraisal and appraisal report was completed by a member in good standing with CNAREA and licensed with RECA.**

APPRAISER:

Signature: 
Name: **Colleen Hoolahan**
Designation: **DAR/Certified Appraisal Reviewer**
Date Signed: **02/01/2019**

SUPERVISORY APPRAISER (only if required):

Signature: _____
Name: _____
Designation: _____
Date Signed: _____

☐ DID ☐ DID NOT VIEW PROPERTY

SCOPE OF THE APPRAISAL

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SUBJECT PHOTOGRAPHS

Borrower: City of Cold Lake		File No.: 19-030
Property Address: 809 Lakeshore Drive		Case No.:
City: Cold Lake	Prov.: AB	P.C.:
Lender: City of Cold Lake		



Subject Property



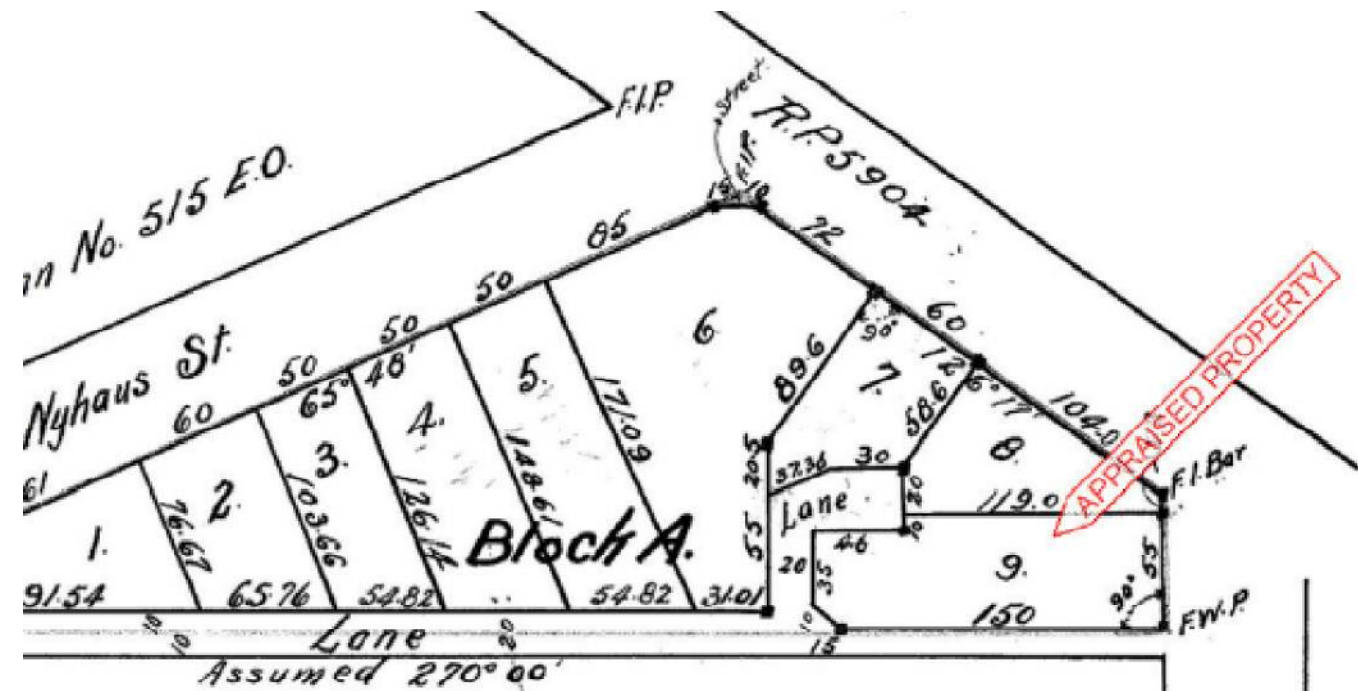
Surrounding Neighbourhood



Neighbourhood View South

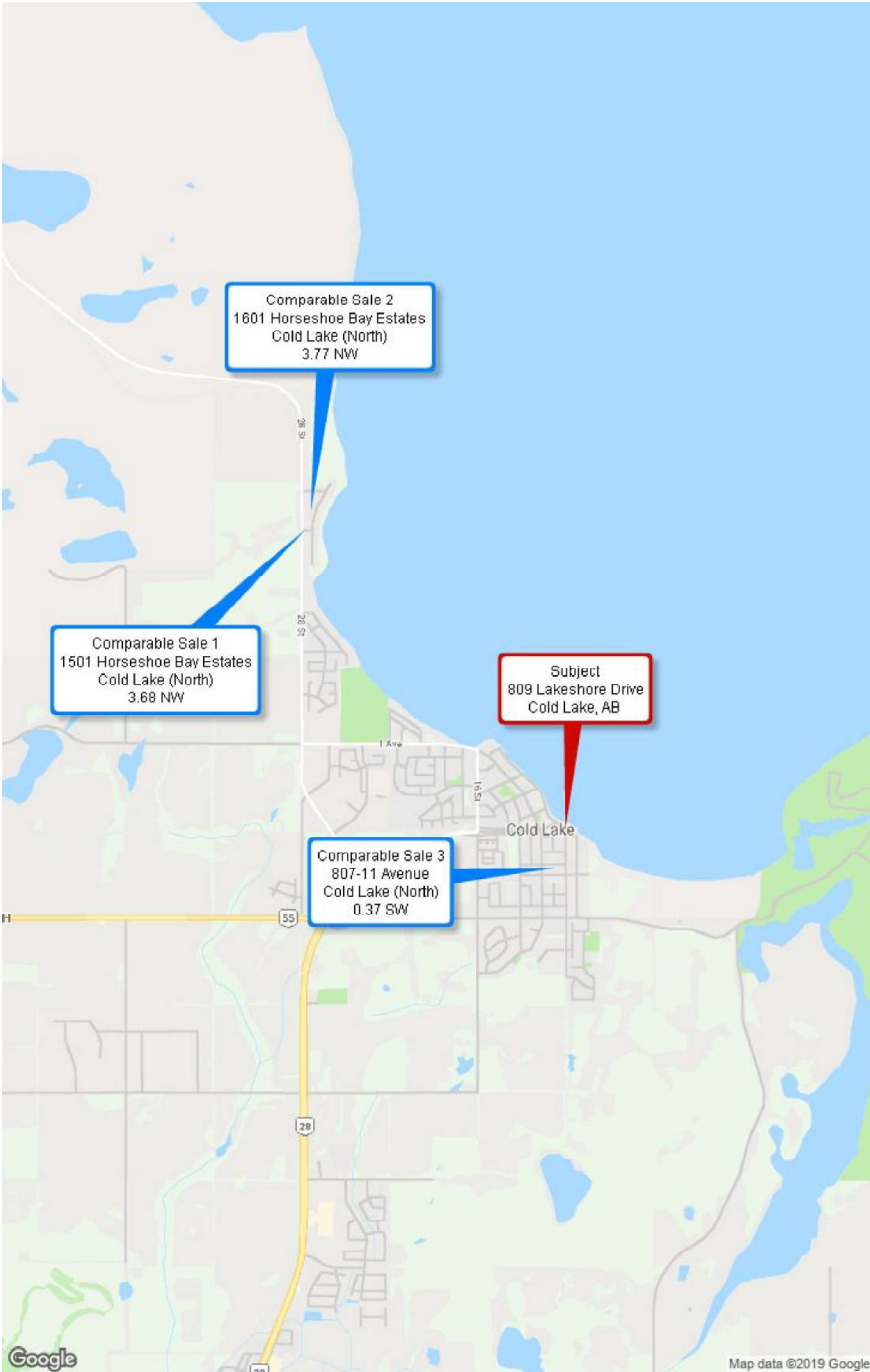
PLOT MAP

Borrower: City of Cold Lake	File No.: 19-030
Property Address: 809 Lakeshore Drive	Case No.:
City: Cold Lake	Prov.: AB
Lender: City of Cold Lake	P.C.:



LOCATION MAP

Borrower: City of Cold Lake		File No.: 19-030
Property Address: 809 Lakeshore Drive		Case No.:
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TITLE SEARCH

Borrower: City of Cold Lake	File No.: 19-030
Property Address: 809 Lakeshore Drive	Case No.:
City: Cold Lake	Prov.: AB P.C.:
Lender: City of Cold Lake	



LAND TITLE CERTIFICATE

S
LINC SHORT LEGAL TITLE NUMBER
0018 750 265 2859EO;A;9 182 273 472

LEGAL DESCRIPTION
PLAN 2859EO
BLOCK A
LOT 9
EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE
ATS REFERENCE: 4;2;63;24;NW

MUNICIPALITY: CITY OF COLD LAKE

REFERENCE NUMBER: 072 521 532

REGISTERED OWNER(S)				
REGISTRATION	DATE (DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION
182 273 472	01/11/2018	TRANSFER OF LAND	\$95,000	SEE INSTRUMENT

OWNERS

RIVER RIDGE HOLDINGS INC.
OF 54024 HIGHWAY 44
STURGEON COUNTY
ALBERTA T8T 0J4

ENCUMBRANCES, LIENS & INTERESTS		
REGISTRATION	DATE (D/M/Y)	PARTICULARS
112 281 235	07/09/2011	MORTGAGE MORTGAGEE - MATTHYS MULLER PO BOX 5380 BONNYVILLE ALBERTA T9N2G5 ORIGINAL PRINCIPAL AMOUNT: \$75,000
122 065 888	02/03/2012	MORTGAGE MORTGAGEE - MARCEL SEEWALT

(CONTINUED)

TITLE SEARCH

Borrower: City of Cold Lake	File No.: 19-030
Property Address: 809 Lakeshore Drive	Case No.:
City: Cold Lake	Prov.: AB P.C.:
Lender: City of Cold Lake	

ENCUMBRANCES, LIENS & INTERESTS			PAGE 2
REGISTRATION			# 182 273 472
NUMBER	DATE (D/M/Y)	PARTICULARS	
		MORTGAGEE - EVELYNE SEEWALT BOTH OF: BOX 1132 LLOYDMINSTER SASKATCHEWAN S9V1E9 ORIGINAL PRINCIPAL AMOUNT: \$300,000	
172 092 060	18/04/2017	TAX NOTIFICATION BY - CITY OF COLD LAKE. 5513-48 AVENUE COLD LAKE, ALBERTA T9M1A1	
172 097 726	24/04/2017	CAVEAT RE : AGREEMENT CHARGING LAND CAVEATOR - SANDRA BOISVERT CAVEATOR - GORDON BOISVERT BOTH OF: 49, 56021 RANGE ROAD 234 STURGEON COUNTY ALBERTA T0A0K4	
172 187 213	20/07/2017	ORDER IN FAVOUR OF - THE DIRECTOR OF EMPLOYMENT STANDARDS. 8TH FLOOR SOUTH TOWER 10030-107 STREET EDMONTON ALBERTA T5J3E4 AGAINST - NORTHERN ALBERTA ESTATES INC. 1730, 10123 - 99 STREET EDMONTON ALBERTA T5J3H1 EMPLOYMENT STANDARDS CODE FOR \$2299.00	
TOTAL INSTRUMENTS: 005			

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 28 DAY OF
JANUARY, 2019 AT 10:25 A.M.

ORDER NUMBER: 36613675
CUSTOMER FILE NUMBER:



END OF CERTIFICATE
(CONTINUED)

TITLE SEARCH

Borrower: City of Cold Lake		File No.: 19-030
Property Address: 809 Lakeshore Drive		Case No.:
City: Cold Lake	Prov.: AB	P.C.:
Lender: City of Cold Lake		

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STAFF REPORT

Title: Grant Agreement - FCSS Aging Well in Community Grant Program

Meeting Date: February 26, 2019

Executive Summary:

Cold Lake and District Family and Community Support Services (FCSS) provides locally driven, preventative social initiatives that aim to improve the quality of life for individuals and families. Provincially, the FCSS Program receives its mandate from the Family and Community Support Services Act and the Family and Community Support Services Regulation pursuant to the Act.

Late last year, Alberta Seniors and Housing rolled out grant funding to establish a strategic age-friendly plan to assist in future planning for seniors of all ages and need-stages based on a view of positive healthy aging.

Background:

The City of Cold Lake has been successful in receiving to a maximum of \$82,218 from the Aging Well in Community Grant program. The grant funding is aimed at supporting an Age-Friendly Cold Lake project to establish a strategic age-friendly plan to assist in future planning for seniors of all ages and need stages including a view of positive, healthy aging.

The funds are allocated to the March 1, 2019 to March 31, 2020 fiscal term. The outcomes of the grant program include:

- Support funding for staffing resources for two (2) years. This is expressed as \$17,471 allocated to City administration and \$48,747 allocated for outsourced contracts.
- Make community contact, identify needs and wants, infrastructure assessment, schedule of activities, research and consultation on where gaps exist.
- Engage community leaders in discussion; what the plan may look like moving forward
- Establishment of the plan with tangible actions that could be taken so Cold Lake can become more age friendly place.

Alternatives:

Council may consider the following options:

1. Council authorize the City of Cold Lake to enter into the grant agreement with Alberta Seniors and Housing respecting the Aging Well in Community Grant program.



2. Council may defer the grant agreement with Alberta Seniors and Housing respecting the Aging Well in Community Grant program.
3. Council may receive this report as information.

Recommended Action:

Council authorize the City of Cold Lake to enter into the grant agreement with Her Majesty the Queen in Right of Alberta as represented by the Minister of Seniors and Housing respecting the Aging Well in Community Grant Program.

Budget Implications (Yes or No):

Yes

Submitted by:

Kevin Nagoya, Chief Administrative Officer



ALBERTA
SENIORS AND HOUSING

*Office of the Minister
MLA, Edmonton-Riverview*

AR46889

February 15, 2019

Ms. Kim Schmidt
Manager
Cold Lake and District Family
and Community Support Services
5513 – 48 Avenue
Cold Lake AB T9M 1A1

Dear Ms. Schmidt:

I am delighted to inform you that Cold Lake and District Family and Community Support Services has been approved for grant funding to a maximum of \$82,218 from the 2018-19 Aging Well in Community Grant program. This grant funding will support the Age-Friendly Cold Lake project to establish a strategic age-friendly plan for the City of Cold Lake to assist in future planning for seniors of all ages and need-stages based on a view of positive, healthy aging.

I am proud of the work my ministry has undertaken to support the well-being of seniors in Alberta. The Aging Well in Community Grant program is just one example of how Seniors and Housing works with many organizations and communities across the province to address the current and future needs of Alberta's diverse seniors population.

A department representative will be in contact with you shortly to discuss the next steps in the grant process.

Thank you for your interest in the Aging Well in Community Grant program and for your commitment to supporting seniors in your community.

Sincerely,

Lori Sigurdson
Minister of Seniors and Housing

AGING WELL IN COMMUNITY GRANT PROGRAM (2018/19)

THIS AGREEMENT is effective this 20th day of February, 2019.

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF ALBERTA
as represented by the Minister of Seniors and Housing
(the "Minister")

~ and ~

COLD LAKE AND DISTRICT FAMILY AND COMMUNITY SUPPORT SERVICES
A municipality created pursuant to the laws of Alberta
(the "Grant Recipient")

WHEREAS the Grant Recipient has applied for a grant to be used for the purpose of supporting the Age-Friendly Cold Lake project to establish a strategic age-friendly plan for the City of Cold Lake to assist in future planning for seniors of all ages and need-stages based on a view of positive, healthy aging; and

WHEREAS the Minister has agreed to provide Funding for that purpose subject to the terms and conditions of this Agreement; and

WHEREAS the Grants Regulation authorizes such a grant being made; and

WHEREAS the Grant Recipient is prepared to perform and enter into certain undertakings relative to the payment of the grant;

NOW THEREFORE the parties agree as follows:

1. DEFINITIONS:

- (a) "Agreement" means this document, and
 - (i) Schedule A – Description of Aging Well in Community Project;
 - (ii) Schedule B – Budget;
 - (iii) Schedule C – Expenditure Guidelines;
 - (iv) Schedule D – Reporting Templates; and
 - (v) Schedule E – Financial Reporting Template
- (b) "Application" means the application submitted by the Grant Recipient to the Aging Well in Community Grant Program.
- (c) "Effective Date" means the date first noted above.

CLAS&H

- (d) "Eligible Expenses" means an expense for which the Grant Recipient may use the Funding, as listed in Schedule C.
- (e) "Funding" means the grant monies to be contributed by the Minister under this Agreement and any interest earned thereon.
- (f) "Grants Regulation" means the *Health Grants Regulation, AR 146/2002*, as may be amended or replaced from time to time.
- (g) "Project" means the activities to be performed by the Grant Recipient as described in Schedule A.
- (h) "Term" means the period from March 1, 2019 to March 31, 2020.

2. RESPONSIBILITIES OF THE GRANT RECIPIENT:

- (a) The Grant Recipient shall conduct the Project as described in Schedule A.
- (b) The Grant Recipient shall comply with all applicable laws in its performance of Project activities.
- (c) The Grant Recipient shall not make any public announcement or issue any press release regarding the entering into this Agreement or the Minister's provision of the Funding except in consultation with and the approval of the Minister as to the contents of the announcement or press release, which approval shall not be unreasonably withheld.

3. TERM:


This Agreement shall be effective for the Term.

4. REPRESENTATIVES:

- (a) The Minister designates the Manager of Community Initiatives to be the Minister's representative to maintain a continuing liaison with the Grant Recipient in matters relating to this Agreement.
- (b) The Grant Recipient designates the Social Programs Coordinator to be the Grant Recipient's representative to maintain a continuing liaison with the Minister in matters relating to this Agreement.

5. FUNDING:

- (a) The Minister will provide Funding to the Grant Recipient to a maximum of \$82,218. The Minister shall pay:

 AS&H

- (i) at the times set out in Schedule A; and
- (ii) in the case of a multi-year Project, in the installment amounts set out in Schedule A.

Payment of any installment of the Funding is conditional upon the Minister being satisfied with the financial and progress reports required under this Agreement and upon the Grant Recipient being in compliance with this Agreement.

- (b) The Grant Recipient acknowledges that the Funding may not be sufficient to cover the entire cost of the Project. The Grant Recipient is solely responsible for raising funds from other sources in case of cost overruns.
- (c) If provincial funding levels are changed such that the money available to the Minister to pay the Funding is reduced or eliminated, the Minister may, in the Minister's sole discretion, cancel or reduce the amount of the Funding.
- (d) The Grant Recipient shall immediately notify the Minister of any overpayment of the Funding and shall repay the amount of any overpayment within thirty (30) business days, unless directed otherwise in writing by the Minister. Any amount of overpayment not repaid to the Minister shall be considered a debt due to the Minister. The Minister may in its sole discretion cease to make payments under this Agreement or any other agreement made between the Grant Recipient and the Minister if an overpayment is not repaid forthwith.

6. USE OF GRANT FUNDING:

- (a) The Grant Recipient covenants and agrees that it is and will be, in relation to the Funding, bound by the provisions of this Agreement and the *Health Grants Regulation* (A.R. 146/2002), as may be amended or replaced from time to time.
- (b) The Grant Recipient shall use the Funding only for costs and expenses that:
 - (i) are an Eligible Expense;
 - (ii) are reasonable and incurred for the Project;
 - (iii) are substantiated by satisfactory supporting documentation; and
 - (iv) are within the budgeted amounts set out at Schedule B, unless otherwise allowed under subparagraph (c) or (d); and
 - (v) have not been, and will not be, paid for with funding from any other source, or received as a donation or in-kind contribution from a third party.
- (c) The Grant Recipient may reallocate Funding between Eligible Expenses, within the same project year, if the amount to be reallocated is 10% or less of the budget for the Eligible Expenses from which the Funding is taken.
- (d) The Grant Recipient may not reallocate more than 10% of an amount budgeted for an Eligible Expense unless the Minister gives prior written approval.

- (e) The Minister reserves the right to disallow and recover from the Grant Recipient the amount of any expenditure of the Funding that is contrary to the terms and conditions of this Agreement.

7. REPRESENTATIONS AND WARRANTIES:

The Grant Recipient represents and warrants to the Minister as follows, and acknowledges that the Minister is relying on the accuracy of each such representation and warranty in entering into this Agreement:

- (a) The Grant Recipient is a body corporate duly organized, validly existing and in good standing under the laws of each jurisdiction in which it carries on its operations and has the power, authority and capacity to enter into this Agreement and to carry out its obligations under this Agreement;
- (b) To the best of its knowledge there is presently no action, suit or proceeding being brought or pending or threatened against the Grant Recipient which could result in the expropriation of any property of the Grant Recipient or which could materially and adversely affect its operations, properties or financial condition;
- (c) The Grant Recipient is in substantial compliance with all laws, orders and authorizations which relate to or affect it and its operations and the Grant Recipient is not subject to any court order affecting its operations;
- (d) The undertaking of the Project and performance of this Agreement by the Grant Recipient will not constitute a breach by the Grant Recipient of any law or of any contract to which the Grant Recipient is a party or by which it is bound;
- (e) The Grant Recipient has made full, true, and plain disclosure of all material facts relating to the Project; and
- (f) The expenses and that are to be funded under this Agreement have not already been, are not being, and will not be paid for by funding from any other federal, provincial, municipal, or private source.

8. PUBLICATION, DISSEMINATION AND RELEASE OF INFORMATION:

- (a) The Grant Recipient acknowledges that this Agreement and all reports and other records submitted to the Minister will be subject to the access and disclosure provisions of the *Freedom of Information and Protection of Privacy Act*.
- (b) Subject to any applicable laws, the Grant Recipient shall allow the Minister access to or provide copies to the Minister of any data or information acquired, collected or produced under this Agreement.

- (c) The Grant Recipient authorizes the Minister to use and publish information, in whole or part, from the Grant Recipient's application for Funding and from the progress reports provided by the Grant Recipient under this Agreement.

9. PROJECT REPORTING:

- (a) The Grant Recipient shall give financial reporting and progress reporting to the Minister at the times specified in Schedule A, in the formats specified in Schedules D and E, and be satisfactory to the Minister.
- (b) All financial reports must be prepared in accordance with Canadian generally accepted accounting principles for all revenues and expenditures of the Funding, be certified correct by a senior financial officer of the Grant Recipient, and be satisfactory.
- (c) All progress reports must contain sufficient information to inform the Minister of the status and outcomes of the Project.
- (d) If the Agreement is terminated before its expiry, the Grant Recipient shall give financial and progress reporting to the Minister within the period specified by the Minister.

10. ACCOUNTING:

The Grant Recipient shall:

- (a) deposit and maintain the Funding in an interest bearing account, separate from all other monies;
- (b) maintain adequate financial records relating to the Funding and to all revenue and expenditures for the Project, including proper books, accounts and records of the cost of the materials, services or resources funded under this Agreement, in accordance with Canadian generally accepted accounting principles; and shall have them available at all times during the Term and for a period of seven (7) years after the termination or expiry of this Agreement;
- (c) during the Term and for seven (7) years after the termination or expiry of this Agreement, produce on demand to any representative of the Minister or the Auditor General of Alberta any of the financial records referred to in Clause 9(b) and shall permit such representative to examine and audit these books, accounts and records and take copies and extracts of them.

11. SURPLUS ON EXPIRY:

- (a) Unless the Grant Recipient submits a written request to retain unexpended Funding that is approved pursuant to Clause 10 (b), the Grant Recipient shall, within sixty (60) days

after the Term, repay the Government of Alberta such part of the Funding not actually used and applied or legally committed for an Eligible Expense as at the end of the Term.

- (b) To retain unexpended Funding after the Term for purposes related to the Project, the Grant Recipient must submit a written request to the Minister's Representative at least 60 days before the end of the Term, with detail including the amount of the unexpended Funding, the proposed use, the deliverables and how achievement will be measured, the proposed budget allocation, and the time frame in which the unexpended Funding will be used. The Minister shall decide the request within sixty (60) days after the Term. The Minister may make her approval subject to conditions, including submission of a further supplementary report and a final financial statement signed by a senior official.

12. BREACH OF AGREEMENT:

- (a) The Grant Recipient shall be deemed to be in breach of this Agreement if:
 - (i) it becomes bankrupt or insolvent, has a receiving order made against it, goes into receivership, or takes the benefit of any statute relating to bankrupt or insolvent debtors, or makes an assignment for the benefit of creditors;
 - (ii) an order is made or resolution passed for the winding up of the Grant Recipient, or the Grant Recipient is dissolved; or
 - (iii) in the opinion of the Minister, the Grant Recipient:
 - (1) has ceased to operate;
 - (2) has submitted false or misleading information to the Minister;
 - (3) is not conducting the Project materially as set forth in Schedule A;
 - (4) is not actively conducting the Project; or
 - (5) has contravened any term or condition of this Agreement.
- (b) If the Grant Recipient is in default under this Agreement, the Minister may give written notice of such default to the Grant Recipient. If the Grant Recipient has not remedied the default to the satisfaction of the Minister within fifteen (15) calendar days following receipt of the notice of default, the Minister may exercise any or all of the following remedies, and any other remedies available at law or equity:
 - (i) cease further payments of Funding to the Grant Recipient;
 - (ii) require the Grant Recipient to immediately repay all or any portion of the Funding;
 - (iii) direct the Grant Recipient to immediately provide any and all reports as may be required under this Agreement;
 - (iv) terminate the Agreement.

13. TERMINATION OF AGREEMENT:

- (a) The Minister may terminate this Agreement at any time without cause or reason with thirty (30) days written notice to the Grant Recipient. Upon the Grant Recipient's receipt of a notice of termination from the Minister, the Grant Recipient shall not make or commit any further expenditure of the Funding without the prior written consent of the Minister, and shall provide any and all reports as may be required under this Agreement. The Grant Recipient shall, within sixty (60) days after the termination of the Agreement, repay the Government of Alberta such part of the Funding not actually used and applied or legally committed for an Eligible Expense as at the effective date of the termination.
- (b) If the Grant Recipient determines that the Project should not be continued, the Grant Recipient shall consult the Minister with respect to such determination and may request that this Agreement be terminated.

14. NOTICES:

All notices required or permitted to be given or submitted by one party to the other under this Agreement must be in writing and delivered by personal delivery, regular mail, registered mail, or fax as follows:

For the Minister:

Manager of Community Initiatives
Seniors Services Division
Alberta Seniors and Housing
6th Floor, Standard Life Centre
10405 Jasper Avenue
Edmonton AB T5J 4R7
Email: Seniorsinformation@gov.ab.ca
Fax: 780-422-8762

For the Grant Recipient:

Ms. Cathy Aust
Social Programs Coordinator
5513 -- 48 Avenue
Cold Lake AB T9M 1A1
Fax: 780-594-3486

The address of either party may be changed by notice in writing to the other party.

Any notice delivered shall be deemed to have been received on the date of delivery. Any notice sent by regular mail shall be deemed to have been received seven (7) days after the date it is postmarked. Any notice sent by fax shall be deemed to have been received on the day of sending but if it is not a business day, on the next business day. Any notice

sent by registered mail shall be deemed to be received four (4) days after the date it is postmarked. If normal mail service is interrupted by strike, slow down, force majeure or other cause after the notice has been sent, the notice will not be deemed to be received until actually received. The party sending such notice shall at all times attempt another service which has not been so impaired or should deliver the notice in order to ensure prompt receipt thereof.

15. GENERAL PROVISIONS:

- (a) In the event of a conflict between a provision in a Schedule and a provision in the body of the Agreement, the latter shall govern.
- (b) The Grant Recipient shall indemnify and hold harmless the Minister, the Minister's employees, contractors, agents or volunteers from any and all claims, demands, actions and costs whatsoever that may arise, directly or indirectly, out of any act or omission of the Grant Recipient or its employees, contractors, agents or volunteers with respect to carrying out the purposes of this Agreement. Such indemnification shall survive the expiry or earlier termination of this Agreement.
- (c) The Minister shall not be liable for any personal or bodily injury or property damage that may be suffered or sustained by the Grant Recipient, its employees, contractors, agents or volunteers in carrying out this Agreement.
- (d) This Agreement may be amended when such amendments are reduced to writing and signed by authorized representatives of the parties hereto, but not otherwise.
- (e) The Grant Recipient is an independent entity and any persons engaged by the Grant Recipient to provide goods and services in carrying out this Agreement are employees, agents, or contractors of the Grant Recipient and not of the Minister.
- (f) The Grant Recipient may not assign this Agreement or any part of it.
- (g) This Agreement is binding upon the parties and their successors.
- (h) Time is of the essence of this Agreement.
- (i) Rights and obligations of the Parties which expressly or by their nature survive the termination or expiration of this Agreement shall continue despite such termination or expiration until they are satisfied or by their nature expire. For greater clarity and without limiting the foregoing, the following clauses survive termination or expiration of this Agreement:

2(c)	9(b), (d)	13(a)
5(d)	10(b), (c)	15(b), (c)
6(a), (b), (e)	11(a)	
8(a), (b), (c)	12(b)	

- (j) This Agreement may be executed in counterparts, in which case (i) the counterparts together shall constitute one agreement, and (ii) communication via personal delivery, regular mail, registered mail, PDF by email, or fax transmission shall constitute good delivery.

IN WITNESS WHEREOF, notwithstanding the dates of signature below, the parties have made this Agreement to be effective as of the day, month and year first above written.

HER MAJESTY THE QUEEN IN RIGHT OF ALBERTA
as represented by the Minister of Seniors and Housing

Kesa Shikaze, Executive Director
Seniors Strategic Planning Branch
Seniors Services Division

Date

COLD LAKE AND DISTRICT FAMILY AND COMMUNITY SUPPORT SERVICES



Signature of Authorized Official

Feb. 21, 2019.

Date

Kevin Nagaya

Print Name and Title

Schedule A
AGING WELL IN COMMUNITY GRANT PROGRAM (2018/19)
Grant Agreement Between
Her Majesty the Queen in Right of Alberta and
Cold Lake and District Family and Community Support Services

Project Name: Age Friendly Cold Lake

1. Project

1.1. Project Description

Funding will support the activities outlined in the following sections of the Application:

- a. B. Project Summary #7
- b. C. Need and Evidence #2, #3

1.2. Description of Outcomes

Outcomes are described in the following section of the Application:

- a. D. Impact #1

2. Reports

The Grant Recipient shall submit progress report(s) using the template(s) at Schedule D, and financial report(s) using the template at Schedule E.

<i>Year</i>	<i>Progress Report Due</i>	<i>Financial Report Due</i>
Year 1	Final report – May 29, 2020	May 29, 2020

3. Payment Schedule

<i>Release Date</i>	<i>Funding Amount</i>
After execution of the Agreement	\$82,218
TOTAL	Maximum \$82,218

SCHEDULE B
BUDGET
Grant Agreement Between
Her Majesty the Queen in Right of Alberta and
Cold Lake and District Family and Community Support Services

Eligible Expense	Year One	Total
Salaries and Benefits	\$17,471.00	\$17,471.00
Materials and Supplies	\$3,000.00	\$3,000.00
Contracts	\$48,747.00	\$48,747.00
Travel	\$1,500.00	\$1,500.00
Advertising	\$8,000.00	\$8,000.00
Training	\$1,000.00	\$1,000.00
Evaluation Costs	\$2,500.00	\$2,500.00
Other (add details)	\$	\$
Totals	\$82,218.00	\$82,218.00

SCHEDULE C - EXPENDITURE GUIDELINES
Grant Agreement Between
Her Majesty the Queen in Right of Alberta and
Cold Lake and District Family and Community Support Services

- If a Grant Recipient is uncertain if a proposed expenditure is eligible or ineligible, it should contact the Minister's representative prior to making the expenditure.
- **Eligible Expenses** are the following, if directly related to and necessary for the Project:
 - Salaries and wages for individuals whose duties are directly and primarily related to activities undertaken as part of the Project
 - Rent/utilities
 - Travel costs – in accordance with standard Government of Alberta rates for fieldwork, research, and other related activities
 - Minor equipment under \$5,000
 - Evaluation costs
 - Materials and supplies
 - Staff training/development costs
 - Other expenses for the Project as authorized by the Minister
 - Not an Ineligible Expense.
- **Ineligible Expenses** are:
 - Expenses incurred prior to the full execution of the Agreement
 - Expenses for conference hosting
 - Operational costs beyond the Term
 - Staff bonuses, other discretionary income paid to staff ,or discretionary severance packages
 - Staff awards and recognition
 - Post-secondary certificate or degree course costs
 - Passport and immigration fees
 - Insurance costs
 - Liquor and alcohol costs
 - Clothing costs
 - Commuting costs between residence and place of employment
 - Monthly parking fees (unless required for project field work)
 - Reimbursement for airfare purchased with personal frequent flyer points
 - Leasehold improvement
 - Costs of construction, renovation of laboratories, offices
 - Capital purchases
 - Information technology hardware not **directly** related to the Project
 - Patenting expenses
 - Connectivity infrastructure (e.g. fiber optics, transfer stations and satellite dishes)
 - Vehicle purchase or lease
 - Amortization of capital assets
 - Other expenses deemed by the Minister not to be an Eligible Expense

SCHEDULE D

Aging Well in Community Grant Program - Final Reporting

Date:

Grant Term:

Name of Organization:

1. Was the project fully implemented by the end of the grant term?

2. Briefly describe the project in terms of what has been done and how. (Maximum 250 words)

3. Please complete the following tables based on the outcomes outlined in your grant agreement.

Outcome 1			
Evaluation Plan:			
Have you achieved this outcome?			
We've made no progress on achieving this outcome / haven't started	We've made a little progress on achieving this outcome	We've made significant progress on achieving this outcome	We've achieved this outcome
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Outcome 2			
Evaluation Plan:			
Have you achieved this outcome?			
We've made no progress on achieving this outcome / haven't started	We've made a little progress on achieving this outcome	We've made significant progress on achieving this outcome	We've achieved this outcome
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Outcome 3			
Evaluation Plan:			
Have you achieved this outcome?			
We've made no progress on achieving this outcome / haven't started	We've made a little progress on achieving this outcome	We've made significant progress on achieving this outcome	We've achieved this outcome
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

4. If applicable, please list any new or existing resources or materials (eg. Educational tools, brochures, toolkits, data collection tools, etc.) that have been developed or revised over the course of this project. Please attach or send copies.

5. Population served (Identity) (check all that apply)

- ☐ Indigenous Seniors
- ☐ Seniors with Disability
- ☐ Seniors with mental health disorders
- ☐ LGBTQ2S+ Seniors
- ☐ Newcomers, immigrants, or refugee seniors
- ☐ Seniors with low income
- ☐ Non-identified
- ☐ Other (Please describe)

6. Setting for Project delivery (check all that apply)

- o Please list the communities included in your project

- ☐ Remote/Isolated Community
- ☐ Rural Area
- ☐ Urban Area (includes large and medium urban population)
- ☐ Small urban area

7. If applicable, please describe any innovative approaches you used in developing or delivering your project.

8. Please share key successes for the project.

9. Please share challenges for the project.

10. Please provide the following information about the projects' efforts to increase community collaboration and co-ordination:

a) Number and names of formal partners/agencies/collaborators for this project.

b) Highlight key community partnerships and their role within your project.

c) Have any partnerships discontinued during the grant period? If yes, why?

11. If applicable, describe any new trends surfacing in your community related to your project's area of focus.

12. Did you share the results of this project with other groups to inform or support the development of similar projects in your community?

a) If so, how?

b) If applicable, what feedback did you receive?

i. Were you able to apply this feedback to your project? If so how?

13. Did your project produce any unexpected consequences to date (positive or negative)?

14. If your project is ongoing in nature, do you currently have plans to continue the project beyond this grant program?

a) Yes ☐ No ☐

b) If yes, please describe your plans/If no, please explain why not

15.

If your project is ongoing, please rate the following statement: This project has achieved financial sustainability			
Strongly agree	Agree	Disagree	Strongly disagree
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

a. Please describe why you identified your rating.

16. Is there any additional information you would like to share regarding your project, such as:

a. What has been your biggest insight?

b. Have you used this knowledge to improve the program/service?

c. What would you tell someone from another community who would like to replicate your project?



UNAUDITED FINANCIAL REPORTING FOR GRANTS

SINGLE-YEAR AGREEMENT

Grant Recipient: _____

Description of Grant: _____

Term of Agreement: _____

to _____

Date: _____

Financial Reporting for the Period: _____

to _____

Current Fiscal Period: _____

Year-To-Date

Revenue

	Budget	Actuals	Variance
Contribution from Alberta	\$	\$	\$ -
Seniors			
Other (specify)			
_____			-
_____			-
_____			-
Total Revenue	\$ -	\$ -	\$ -

Expense (guide only, adapt to actual program where appropriate)

	\$	\$	\$ -
Salaries and Benefits			-
Materials and Supplies			-
Contracts			-
Travel			-
Advertising			-
Training			-
Evaluation Costs			-
Other (specify)			-
_____			-
_____			-
_____			-

* Where these expenses are claimed, depreciation is not permitted

Total Expenses	\$ -	\$ -	\$ -
-----------------------	-------------	-------------	-------------

Unexpended Funding

\$ -	\$ -	\$ -
------	------	------

☐ Attached Request(s) for Retention of Unexpended Funding Form

Current Surplus / (Deficit):

\$

Less: Attached Request(s) for Retention of Unexpended Funding

Closing Balance: Unspent Retention

\$

Finance Contact:

Program Contact:

Name (print)

Phone #

Name (print)

Phone #

Finance Approval:

Name (print)

Position / Phone #

Date

Signature



STAFF REPORT

Title: Community and Regional Economic Support (CARES) Grant Agreement

Meeting Date: February 26, 2019

Executive Summary:

In October of 2018, the City of Cold Lake submitted an application to the Community and Regional Economic Support (CARES) grant program to pursue an economic development project in the field of aerospace and defence.

Attached to this report is a letter from the Honourable Deron Bilous, Minister of Economic Development and Trade, informing the city that its application was successful, accompanied by the grant agreement.

The City of Cold Lake's successful application under the grant program means that the project can proceed with the total \$100,000 project cost to be shared by the province and the city 50-50.

This project is intended to further tangible economic development initiatives identified in the *Northeast Alberta Information HUB's report entitles Aerospace Technology, Defense and Unmanned Systems: Status and Future Opportunities*.

Should the agreement be executed administration will begin the process retaining a consultant capable of advancing the city's strategic priorities in this regard.

Background:

The Community and Regional Economic Support (CARES) grant program allows the cost of a successful project to be shared between municipalities and the Government of Alberta 50-50.

Eligible projects must be focused on at least one of four outcomes:

- Improving local business environment and/or regional economic collaboration
- Increasing support for entrepreneurs and small and medium-sized enterprises (SMEs) to grow and succeed
- Enhancing support for associations, businesses, and industries that provide diversification to a community or a region
- Increasing industry and sector competitiveness to lay the foundation for investment and job creation

At its October 9, 2018 regular meeting, council passed the following motion:



Resolution No. CM20181009.1008

Moved by Councillor Lefebvre that Council authorize the City to apply for the Community and Regional Economic Support (CARES) grant for the implementation of an Aerospace Economic Development Initiatives Project; allocating up to \$55,000.00 for a total project cost of up to \$110,000.00.

Carried Unanimously

The City of Cold Lake's application was approved for a total project cost of \$100,000, reflecting the quote the city was able to furnish by the application deadline.

The government has requested two signed copies of the agreement so that it may then be executed by the minister.

Alternatives:

- Council may respectfully decline to accept the grant as offered by the Government of Alberta.
- Council may pass a motion authorizing the city to enter into the agreement as presented by the Government of Alberta.

Recommended Action:

Administration recommends that Council pass a motion authorizing the city to enter in to the agreement with HER MAJESTY THE QUEEN IN RIGHT OF ALBERTA as represented by the Minister of Economic Development and Trade relating to the Community and Regional Economic Support (CARES) grant program for the City's Aerospace Economic Development Initiatives Project as presented by the Government of Alberta.

Budget Implications (Yes or No):

No

Submitted by:

Kevin Nagoya, Chief Administrative Officer



ALBERTA

ECONOMIC DEVELOPMENT AND TRADE

Office of the Minister

Deputy Government House Leader

MLA, Edmonton-Beverly-Clareview

February 5, 2019

Mr. Andrew Serba
Strategic Initiatives Manager
City of Cold Lake
5513 - 48 Avenue
Cold Lake, AB T9M 1A1

Dear Mr. Serba,

I am pleased to advise you that your application to the fall 2018 intake of the Community and Regional Economic Support (CARES) program has been approved for funding. Applications were reviewed through a competitive evaluation process to ensure eligibility, as per the program guidelines.

Your application may receive full or partial funding. CARES program staff will be in touch with you to confirm the amount of funding and execute a grant agreement. If you have any questions or require further information, please contact Ksenia Kavoun, program manager at 825-468-4032 (dial 310-0000 for a toll-free connection) or by email at Ksenia.kavoun@gov.ab.ca.

Congratulations on your successful application. I wish you continued success in working with community and regional leaders to accelerate and implement your initiative to help Alberta become more economically competitive and prosperous.

Sincerely,

Deron Bilous
Minister of Economic Development and Trade

cc: Mr. Scott Cyr
MLA for Bonnyville-Cold Lake

**ALBERTA ECONOMIC DEVELOPMENT AND TRADE
GRANT AGREEMENT**

This is an Agreement dated _____

Between:

HER MAJESTY THE QUEEN IN RIGHT OF ALBERTA
as represented by the Minister of Economic Development and Trade
(**"Minister"**)

and

CITY OF COLD LAKE
(**"Recipient"**)

WHEREAS the Recipient has submitted a grant proposal to the Minister entitled **"Aerospace and Defence Economic Development and Diversification"**.

AND WHEREAS the Minister is willing to make a grant and is authorized to do so in accordance with the *Economic Development and Trade Grant Regulation AR 5/2002*, as amended from time to time.

The Minister and the Recipient therefore agree as follows:

1. DEFINITIONS AND INTERPRETATIONS

1.1 Definitions – In this Agreement, the following expressions have the following meanings:

"Confidential Information" means all information developed or acquired as a result of carrying out this Agreement, including without limitation, technical, financial and Project information, which is designated as confidential in writing, is disclosed in circumstances of confidence, or would generally be understood by a person exercising reasonable business judgment to be confidential.

"Grant" means the proposed grant described in section 2.1.

"Grant Regulation" means the *Economic Development and Trade Grant Regulation AR 5/2002*, as amended from time to time.

"Grant Proceeds" means all amounts paid to the Recipient under this Agreement, and includes all interest and other income earned from investment of these amounts.

"Intellectual Property" means a product of the intellect including, without limitation, works in the form of scientific discoveries, inventions or discoveries with or without patent possibilities, designs, patents, trade-marks, copyrighted materials, computer software, trade secrets and know-how.

“Program Guidelines”, if applicable, means the program guidelines issued by or on behalf of the Minister from time to time for the program that is in effect as of the date of signing of this Agreement.

“Project” means the project described in the Proposal, including any modifications approved by the Minister in writing.

“Project Completion Date” means **August 31, 2020**.

“Project Implementation” means any and all steps taken to commence the Project, including any preparatory steps and expenditures.

“Proposal” means the Recipient’s application attached as Schedule A, entitled **“Aerospace and Defence Economic Development and Diversification”**, and approved budget attached as Schedule B.

“Term” means the period from the date at the beginning of this Agreement to and including **December 31, 2020** and includes any extension agreed to by the Minister.

1.2 Section Numbers – References in this Agreement to section numbers are to the corresponding numbered provisions of this Agreement.

1.3 Schedules – The following schedules are incorporated into and form part of this Agreement:

Schedule A – Proposal

Schedule B – Approved Budget

Schedule C – Report.

1.4 Conflicts – In the event of any inconsistency or conflict between the Proposal attached as Schedule A and the rest of the Agreement (including the body of this Agreement and Schedules B and C), the rest of the Agreement shall govern.

1.5 Entire Agreement – This Agreement, including the schedules referred to in section 1.3, is the entire agreement between the Minister and the Recipient with respect to the Project and the Grant, and supersedes all previous agreements, negotiations and understandings. There are no agreements, representations, warranties, terms, conditions or commitments except as expressed in this Agreement.

2. THE GRANT

2.1 Total Grant Amount – Subject to the terms and conditions of this Agreement, the Minister will provide a grant of up to **\$50,000.00** (the “Grant”) to the Recipient for the purpose of the Project.

2.2 Reduction to Reflect Potential Change in Budget – The Minister may, by notice to the Recipient during the Term, reduce the Grant by an amount proportional to any overall reduction in spending or discretionary spending imposed on:

(a) all departments of the Government of Alberta; or

(b) the particular department, or the particular division thereof, then having responsibility for the administration of this Agreement.

- 2.3 Timing of Grant** – Subject to the terms and conditions of this Agreement and the Recipient's compliance therewith, the Minister will pay the Grant to the Recipient within a reasonable time following the signing of this Agreement.
- 2.4 Partnership Funding** – If the Proposal specifies that the Recipient will receive partnership funding for the Project, the partnership funding must be secured prior to Project Implementation. If the Recipient can demonstrate to the Minister that special circumstances require Project Implementation prior to securing all partnership funding, the Minister may permit the Recipient to commence the Project on the condition that the Recipient shall be responsible for covering any shortfalls in funding in order to achieve planned Project completion as set out in Schedule A.
- 2.5 Conditions of Payment and Use** – Payment and use of the Grant, in either a lump sum or in installments, is conditional on the Minister, acting reasonably, being and remaining satisfied that:
- (a) the Recipient is in compliance with all of its obligations under this Agreement;
 - (b) the Project is proceeding, conforms with any applicable Program Guidelines, and will be completed by the Project Completion Date; and
 - (c) if applicable, commitments for funding sufficient to carry out and complete the Project are in place.
- 2.6 Budget** – Up to fifteen percent (15%) of the Recipient's budget as set out in Schedule B may be transferred from one eligible project cost to another eligible project cost within the Recipient's Total Project Expenses Breakdown without the Minister's prior written approval. The Recipient shall submit a written request to the Minister for approval of any transfers of more than fifteen percent (15%) from one eligible project cost to another.

3. OBLIGATIONS OF THE RECIPIENT

- 3.1 Independent Status** – The Recipient is an independent entity under this Agreement and nothing in this Agreement is to be construed as creating a relationship of employment, agency or partnership between the Minister and the Recipient.
- 3.2 Confidentiality** – The Recipient shall keep and cause to be kept in strict confidence all Confidential Information and shall only disclose such Confidential Information to other Project participants, including Project sponsors, on a need to know basis, or as otherwise permitted by the terms and conditions of contracts among any of the Project participants.
- 3.3 Representations and Warranties** – The Recipient represents and warrants that:
- (a) it has made full, true and plain disclosure to the Minister of all facts relating to the Project that are material to this Agreement, and this Agreement does not contravene any law or agreement to which the Recipient is subject;
 - (b) the execution by the Recipient of this Agreement and the carrying out of this Agreement and the Project by the Recipient have been duly and validly authorized by the Recipient in accordance with applicable law, and this Agreement shall constitute a binding legal obligation of the Recipient;

- (c) any individuals named in the Proposal are employees or contractors of the Recipient, and will be assigned to or otherwise enabled to perform their respective roles in the Project;
- (d) any individuals assigned to or performing roles in the Project shall carry out the Project in accordance with the generally accepted standard of competency in the field of endeavour associated with the Project and all applicable professional standards;
- (e) any individuals assigned to or performing their roles in the Project shall comply with the terms and conditions of this Agreement; and
- (f) the Recipient shall notify the Minister and obtain written approval of the Minister for any significant changes in the Project, including costs, scope, types of expenditures, and other existing or prospective funders and amount of funding, in accordance with Schedule C.

3.4 Use of Proceeds – The Recipient shall use the Grant Proceeds solely for the Project.

3.5 Interest and Investment – The Recipient shall invest any portion of the Grant Proceeds paid to the Recipient, but not immediately required for the Project, in a separate interest-bearing account or other prudent investment with a reasonable return in such a manner that is readily reportable to the Minister.

3.6 The Project – The Recipient shall carry out the Project as described in the Proposal and in accordance with the terms and conditions of this Agreement.

3.7 Completion and Repayment of Grant – The Recipient shall complete the Project by the Project Completion Date. Any portion of the Grant Proceeds not used during the Term and accounted for in accordance with this Agreement must be repaid to the Government of Alberta unless, on application by the Recipient, the Minister in writing varies the purpose or conditions of the Grant so as to allow the use of the remainder of the Grant Proceeds under the varied purpose or conditions.

3.8 Grant Regulation – Nothing in this Agreement in any way relieves the Recipient from strict compliance with the Grant Regulation or otherwise impacts the interpretation or application of the Grant Regulation.

3.9 Intellectual Property – The Recipient acknowledges and agrees that any Intellectual Property that may be generated through the Project be used for the benefit of Alberta and Albertans. Ownership of any Intellectual Property developed through the Project will follow the policies and practices of the Recipient and agreements to which the Recipient is a party.

4. RECORDS, REPORTS AND MONITORING

4.1 Project Records – During the Term and for a period of five (5) years afterwards, the Recipient shall maintain or cause to be maintained full, accurate and complete records of the activities conducted in furtherance of, and the results achieved through the conduct of, the Project.

4.2 Financial Records – During the Term and for a period of five (5) years afterwards, the Recipient shall keep full, accurate and complete records and books of account relating to the receipt and expenditure of the Grant Proceeds.

- 4.3 Audit** – The Minister or the Auditor General, or their authorized representatives may, during the Term and for five (5) years afterwards, on reasonable notice to the Recipient, audit or examine, and take copies and extracts of, the records and books of account maintained by the Recipient in accordance with sections 4.1 and 4.2. The cost of any special audit, examination or report shall be payable by the Minister, unless the audit, examination or report reveals material breaches of this Agreement or indicates that the records and books of account were inadequate to permit a determination of how the Grant Proceeds were used by the Recipient or what results were achieved through the conduct of the Project, in which case the cost shall be borne by the Recipient.
- 4.4 Reporting** – The Recipient shall comply with the reporting requirements of Schedule C.
- 4.5 Inspection** – The Minister is entitled, at reasonable times during the Term and on reasonable notice to the Recipient, to have its authorized representatives attend at the premises of the Recipient or at the place where the Project is being carried out, for the purpose of examining premises and files, documents and records, and any other assets pertinent to the Project in order to assess whether the Recipient is in compliance with the terms and conditions of this Agreement. The Recipient shall provide the authorized representatives with such assistance as may be reasonably required during such an inspection. This right of inspection is limited to the purpose of ascertaining whether this Agreement has been complied with, and the Minister shall not have any general right to obtain custody or copies of records in the custody of the Recipient.
- 4.6 Access to Information** – The Recipient acknowledges that this Agreement, including the name of the Recipient, and the terms and conditions of the Grant under this Agreement, may be subject to disclosure pursuant to the *Freedom of Information and Protection of Privacy Act* (“FOIP”). The Recipient further acknowledges that FOIP applies to information obtained, related, generated, collected or provided to the Minister under this Agreement and that any information in the custody or under the control of the Minister may be disclosed.

5. LIABILITIES

- 5.1 Indemnity** – The Recipient agrees to indemnify and hold harmless the Minister from any third party claims, demands, actions or costs (including legal costs on a solicitor-client basis) for which the Recipient is legally responsible, including those arising out of negligence or willful acts by the Recipient or its employees, officers, contractors or agents.
- 5.2 General Liability Insurance** – The Recipient shall, at its own expense and without limiting its liabilities under this Agreement, insure its operations under a contract of General Liability Insurance in an amount of not less than \$2,000,000 inclusive per occurrence, insuring against bodily injury, personal injury and property damage including loss of use.
- 5.3 Evidence of Insurance** – The Recipient shall provide, on request, evidence of the insurance required under section 5.2 to the Minister in a format acceptable to the Minister.

6. NON-PERFORMANCE

- 6.1 Events of Default** – If the Recipient fails to proceed with the Project, is not carrying out the Project, alters the Project without the consent of the Minister, uses any part of the Grant Proceeds other than for the Project, or has otherwise breached any of its obligations pursuant to this Agreement, the Recipient will be deemed to have committed an event of default and the Minister may give written notice to the Recipient referring to the breach and requiring the Recipient to remedy the breach within a reasonable time in the Minister’s sole discretion, as so stated in the notice.

6.2 Remedy – If the Minister has given notice pursuant to section 6.1 and the Recipient has failed to commence to remedy the breach or the Recipient has failed to remedy the breach within the time specified in the notice, the Minister may do any one or more of the following:

- (a) demand repayment of all or any portion of the Grant Proceeds;
- (b) suspend expenditure of the Grant Proceeds by the Recipient;
- (c) require that the Grant Proceeds be used for other purposes approved by the Minister;
- (d) terminate the Agreement; and
- (e) pursue any remedy available to the Minister in law or equity.

7. CONFLICT OF INTEREST

7.1 Other Agreements – The Recipient shall not enter into any other agreement with any other Minister of the Government of Alberta or any other person, the requirements of which will conflict with the requirements of this Agreement, or which will or may result in its interest in any other agreement and this Agreement being in conflict.

7.2 Impartiality, Private Interests, Acceptance of Benefits and Financial Interests – The Recipient shall ensure that the Recipient and its officers, employees, contractors and agents:

- (a) conduct their duties related to this Agreement with impartiality and shall disqualify themselves from dealing with anyone with whom a relationship could bring their impartiality into question;
- (b) not influence, seek to influence, or otherwise take part in a decision of the Minister, knowing that the decision might further their private interests;
- (c) not accept any commission, discount, allowance, payment, gift or other benefit that is connected, directly or indirectly, with the performance of their duties related to this Agreement, that causes, or would appear to cause, a conflict of interest; and
- (d) have no financial interest in the business of a third party that causes, or would appear to cause, a conflict of interest in connection with the performance of their duties related to this Agreement.

7.3 Disclosure – The Recipient shall promptly disclose to the Minister any conflict of interest or apparent conflict of interest arising under section 7.2.

8. COMMUNICATIONS

8.1 Announcement – The Recipient shall not make any public announcement or issue any press release regarding this Agreement or the making of the Grant, except in consultation with and the approval of the Minister as to the contents of the announcement or press release, which approval shall not be unreasonably withheld.

- 8.2 Notices** – Any notices, approvals, consents and other communication under this Agreement shall be in writing and will be effective when delivered in person, by mail, by email, couriered or faxed to the following respective addresses:

- (a) if to the Minister:

Alberta Economic Development and Trade
Economic Development
18th Floor, Phipps-McKinnon Building
10020-101A Avenue
Edmonton, Alberta T5J 3G2

Attention: Ksenia Kavoun

Phone: 825-468-4032

Email: ksenia.kavoun@gov.ab.ca

- (b) if to the Recipient:

City of Cold Lake
5513 - 48 Avenue
Cold Lake, Alberta T9M 1A1

Attention: Andrew Serba

Phone: 780-594-7926

Email: aserba@coldlake.com

Either party may change its contact information by giving written notice to the other in the above manner.

9. GENERAL PROVISIONS

- 9.1 Amendment** - This Agreement may be amended only if the amendment is made in writing and signed by a duly authorized representative of the Minister and the Recipient.
- 9.2 Waiver** - No waiver of any provision of this Agreement is effective unless made in writing, and any such waiver has effect only in respect of the particular provision or circumstance stated in the waiver. No representation by either of the parties with respect to the performance of any obligation under this Agreement is capable of giving rise to an estoppel unless the representation is made in writing.
- 9.3 Additional Assurances** – The parties agree, from time to time, to do all such acts and provide such further assurances and instruments as may reasonably be required in order to carry out the provisions of this Agreement according to their spirit and intent.
- 9.4 Assignment** – The Recipient may not assign this Agreement or any right or benefit under it. The Recipient may, however, contract with such parties as it sees fit for the purpose of carrying out the Project. No contract entered into by the Recipient shall relieve the Recipient from any of its obligations under this Agreement.

- 9.5 Governing law** – This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and each party submits to the jurisdiction of the courts of Alberta for the interpretation and enforcement of this Agreement.
- 9.6 Severability** – The terms and conditions of this Agreement are severable to the extent that any one that may be contrary to the laws of Alberta shall be deemed to be modified to comply with those laws, but every other term and condition shall remain valid.
- 9.7 Time is of the essence** – Time is of the essence of this Agreement.
- 9.8 Compliance with Laws** – The Recipient shall comply with all statutes, regulations, orders, licenses and permits applicable to the Recipient in carrying out the Project.
- 9.9 Survival of provisions** – Notwithstanding any other provisions of this Agreement, sections 3.2, 3.9, 4.1, 4.2, 4.3, 4.4, 4.6 and 5.1, and the provisions of Schedule C shall survive this Agreement and shall continue to bind the parties.
- 9.10 Execution in Counterpart** – This Agreement may be executed in counterparts, in which case the counterparts together shall constitute one agreement, and in which case communication of execution by fax transmission or emailed PDF will constitute delivery.

The parties have therefore executed this Agreement, each by its duly authorized representative, as of the date at the beginning of this Agreement.

**HER MAJESTY THE QUEEN IN RIGHT OF
ALBERTA
as represented by the Minister of Economic
Development and Trade**

Per: _____
Shaun Peddie

Name of authorized officer
Executive Director

Office held

CITY OF COLD LAKE

Per: _____
Kevin Nagoya

Name of authorized officer
Chief Administrative Officer

Office held

**ALBERTA ECONOMIC DEVELOPMENT AND TRADE
GRANT AGREEMENT**

SCHEDULE A - RECIPIENT'S PROPOSAL

The attached “**Aerospace and Defence Economic Development and Diversification**” constitutes the Proposal for the Project, as submitted by the Recipient.

CARES APPLICATION

Applicant Information

Legal Name of Organization

City of Cold Lake

Common Name of Organization (if different from incorporated name)

City of Cold Lake

Legislation the Organization is Registered Under (if applicable)

Municipal Government Act

Type of Organization

Government

Type of Municipalities

City

Not-For-Profit Registration Number

89566 4472RT0001

Organization Incorporation Date

10/31/2018

Address of Organization

Address 1 5513 - 48 Avenue

City Cold Lake

Province AB

Postal Code T9M 1A1

Country Canada

Mailing/ Delivery Address if different from above. All correspondence will be mailed to this address

Address 2

City

Province Alberta

Postal Code

Country Canada

Project manager Contact

Salutation Mr.

Full Name Andrew Serba

Title Strategic Initiatives Manager

Email aserba@coldlake.com

Daytime Phone 780-594-7926

Cell Phone 780-826-9552

Signing Authority Contact

Salutation Mr.

Full Name Kevin Nagoya

Title Chief Administrative Officer

Email knagoya@coldlake.com

Daytime Phone 780-594-4494

Cell Phone 780-826-0034

Application Information

CARES APPLICATION

Published Status		Application Status	
Date Submitted		Program Officer	
Interim Rpt Due Date		Final Rpt Due Date	

Project Information

Name	Aerospace and Defence Economic Development and Diversification	Category	
Proposed Start Date		Proposed End Date	8/31/2020
Project Category Previous Intakes			

Details on how the indicated project partner(s) will contribute

The Cold Lake Regional Chamber of Commerce and the North East Alberta Information HUB will support this project as partners by actively participating in stakeholder and community engagement sessions, assisting by finding appropriate resources to advance the goals of this project, where possible and continuing to participate in and support the City of Cold Lake's economic development vision.

Project Partners

Name	Cold Lake Regional Chamber of Commerce	Type	Not-For-Profit
Contact Name	Sherri Buckle	Main Phone	780-594-4747

Project Partners

Name	North East Alberta Information HUB	Type	Not-For-Profit
Contact Name	Bob Bezpalko	Main Phone	780-614-3715

Project Overview

1. Overview

Be specific and concise. This section serves as an executive summary of your project and you must:

a) Clearly describe, identify and quantify the scope of the project and the nature of the business

CARES APPLICATION

The City of Cold Lake is in the midst of updating its Economic Development Strategy and has participated in regional economic development plans over the past several years. Like many communities, the City of Cold Lake is actively pursuing means of diversifying its economy as local and regional businesses look to respond to the pressures of changing economic realities. One constant finding in the City's and the surrounding region's economic plans is that the City of Cold Lake is uniquely positioned to take advantage of opportunities in the aerospace and defence industry.

The City is home to CFB Cold Lake, Canada's busiest fighter base, which controls access to Canada's premier aerospace training area, the Cold Lake Air Weapons Range. A number of prime defence contractors have a presence in the city and on the base, and the city has a strong technical labour pool. Historically, the region's economy has been focused primarily on oil and gas extraction. Many of the local manufacturers, environmental firms, and educational institutions stand to find opportunities to expand and diversify their operations by filling needs within the aerospace and defence industry. The industry is not an easy one to navigate, however, with unique barriers to entry and opportunities that may not be obvious to organizations and businesses unaccustomed to working with the federal government and the Department of National Defence.

This project hinges on finding a consultant who can work with the City, its businesses, and educational institutions so that the opportunities that exist by virtue of our close proximity and strong relationship with CFB Cold Lake can be realized.

The foundation for this work was laid in an economic development initiative led by North East Alberta HUB entitled Aerospace Technology, Defense and Unmanned Systems Status and Future Opportunities.

The City of Cold Lake is proposing to work with consultants to further the goals laid out in this report. These include cataloging and engaging with small and medium enterprises (SMEs) to educate them on how to best do business in the aerospace and defence sector, engaging with existing prime and "support and sustainment" firms to support them in their goals and fully realize the economic potential of their local operations, and to liaise with educational institutions to leverage the community's assets in the aerospace and defence sector as they can relate to and support educational institutions at all levels.

b) Provide evidence that the project will support the priorities of the community/region or industry

The proposed project is fuelled by an identified need in the community to expand and diversify the economic foundation on which the City of Cold Lake stands. Given new challenges, securing a new pillar of economic stability in the region would help to support the sustained growth in the City of Cold Lake. According to the Federal Government's 2016 census, the City of Cold Lake is the only urban municipality in the immediate region to have continued to grow through the recent economic downturn.

With the pressures of a changing economy, the Northeast Alberta Information HUB commissioned the report entitled Aerospace Technology, Defence and Unmanned Systems Status and Future Opportunities. Moreover, the City of Cold Lake, through a successful CARES application in the 2017/2018 fiscal year, was able to fund an Economic Development Strategy. This strategy is nearing completion and is now in draft form. Both reports point to several opportunities in the aerospace and defence sectors which the HUB region, and the City of Cold Lake specifically, can leverage to sustain future growth both in private industry and in the field of education.

The Alberta HUB region has a range of strong capabilities that could be leveraged to advance opportunities within the Aerospace Technology, Defence, Unmanned Systems (ATDUS) industries. CFB Cold Lake will be undergoing significant changes and development with the extension of the CF-18 Fighter Jet Program and the eventual recapitalization that will be required to accommodate the Future Fighter Jet. The Department of National Defence also has a strong mandate to reduce its environmental footprint by finding efficiencies and by reclaiming sites used for military purposes. From environmental clean up to training, military procurement, education, and expanding the local footprint of prime defence contractors, a number of strong opportunities exist for local business and educational institutions to find success.

By aligning the local business community and educating local stakeholders about the opportunities in this industry, the stage can be set for new businesses to be created, existing businesses to diversify and expand their opportunities and educational institutions to find an underserved niche that can provide students with exciting opportunities. Successes in education can bring exciting new educational programming to a region in North Eastern Alberta that serves a large and diverse Indigenous population.

The City of Cold Lake and businesses in and around the city, by virtue of having CFB Cold Lake within its corporate boundaries, is uniquely positioned to find and capitalize opportunities in the defense and aerospace industry. There is the ability to expand the workforce in both skilled labour and educational opportunities at all levels.

2. Project Impact and Outcomes (Why the project is needed)

a) Which of the following CARES program outcomes does your project directly align with? Please provide evidence for positive economic impacts to a community, region, and/or industry sector.

Improves local business environments and/or regional economic collaboration	Yes
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CARES APPLICATION

The project will help to identify opportunities for new businesses to start up and for existing businesses to expand into the defense and aerospace sector. The project is intended to help find a consultant who can work with the City, its businesses, educational institutions, and other stakeholders, to ensure that the opportunities that exist by virtue of our close proximity and strong relationship with CFB Cold Lake can be identified and realized to their fullest potential.

With a consultant, the plan is to identify tools that can be used to support the local economy, and the possibility for current businesses to expand, encouraging business retention and attraction.

Increases support for entrepreneurs and small and medium-sized enterprises to grow and succeed	Yes
---	------------

Information from the consultant will be made available and marketed to the business community and the public at large, ensuring that everyone in the region has access to the research and findings it contains. This information will help inform the community on the City's vision for growth, the actions that could be taken, and to promote an awareness of the opportunities for new businesses and expansion of current businesses.

The project would also directly engage and educate a wide range of stakeholders – including the business community – on the opportunities that exist, which in turn would provide new opportunities for small and medium-sized businesses to thrive, create more jobs, and strengthen their reach within the community and beyond. Many SMEs do not have the capacity to research opportunities that exist within the aerospace and defence industry, the defence procurement process, and other relevant Department of national Defence policies, thus, by bringing a consultant well-versed in both economic development and the aerospace and defence sector to engage with all local stakeholder, a large barrier to entry for SMEs would thus be eliminated.

Enhances support for associations/businesses/industries that provide diversification to a community/region.	Yes
--	------------

As a unique sector, the defense and aerospace industry would expand on the businesses currently available in the Northeast Alberta Information HUB region, allowing for new businesses to sprout, and current businesses to expand into new areas. This need to diversify has become a necessity as the business community looks to protect itself from fluctuations in the oil and gas sector. A proposed plan of expanding the defense and aerospace sector would give existing businesses and associations help in determining their next steps to stay on top of the ever-changing economy.

Increases industry and sector competitiveness to lay the foundation for investment and job creation	Yes
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The aerospace and defence industry is a unique space with its own challenges to entry and whose opportunities may not be evident to businesses unaware of how defence procurement occurs, the needs of the military, or what is needed to do business with the Federal Government and the Department of National Defence especially. By engaging with the local business community and taking part in education and training surrounding this industry, a wide berth of opportunities will become evident to local businesses who can then begin to plan to diversify in a manner that will allow them to take advantage of the local opportunities in the defence and aerospace industries.

There is also an opportunity for educational institutions to make their mark in this sector: One K-8 school already focuses on aerospace and aviation (The Art Smith Aviation Academy), and opportunities exist to extend these learning opportunities through to post secondary institutions. Because of the history of 4 Wing and CFB Cold Lake, there is a strong pool of local talent in aircraft maintenance and engineering who could be used to deliver programming and by businesses expanding in this sector.

b) Will this project create any new jobs? If yes, select the type of job (full-time or part-time) and indicate the number in the space below.

Full-time positions (30 or more hours per week) during the course of the project	No
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Part-time positions (less than 30 hours per week) during the course of the project.	No
--	-----------

Full-time positions to be created after the project has been completed	Yes
---	------------

This project is expected to lay the groundwork for local investment in the aerospace and defence industry. These efforts will create the environment required for potential new firms to establish themselves, and for existing firms to expand or diversify into business that meets the needs of a variety of defence policies, takes advantage of opportunities in defence procurement and training and establish programs that meet the educational needs of the aerospace industry.

This project does not seek to fund positions, but to create an environment in which firms can create new positions and retain existing ones as new opportunities become available.

Part-time positions to be created after the project has been completed	Yes
---	------------

CARES APPLICATION

This project is expected to lay the groundwork for local investment in the aerospace and defence industry. These efforts will create the environment required for potential new firms to establish themselves, and for existing firms to expand or diversify into business that meets the needs of a variety of defence policies, takes advantage of opportunities in defence procurement and training and establish programs that meet the educational needs of the aerospace industry.

This project does not seek to fund positions, but to create an environment in which firms can create new positions and retain existing ones as new opportunities become available.

c) How will the project/initiative be sustained after CARES program funding has been allocated/used:

This is a one-time project which will result in an effort to pursue identified opportunities in the aerospace and defence sector, educate the local business community on opportunities they can take advantage of and how to best approach them, and engage with local educational institutions to find means of supporting the industry and its labour pool while adding programming that is relevant not only to the local labour market, but nationally and, in some cases, even on an international scale.

d) If the proposal is for a plan or study, how will the plan or study be used?

This proposal centres on engagement, education, and targeted effort towards pursuing economic development initiatives identified in the report entitled: Aerospace Technology, Defense and Unmanned Systems Status and Future Opportunities. It also calls for additional research, a cataloguing of SMEs, and further study into opportunities and defence policies as required. Material gathered in this effort will be made available to the public at large, and the business community will be made aware of its presence so that it can be used as required throughout the community.

3. Project Milestones and Timelines

a) Briefly describe the sequence of project activities and estimated dates, showing how the project is clearly planned out: (You may also submit this as a separate attachment)

The proposed project is dependent on CARES funding to proceed. The following timeline is a framework that can be adjusted pending the availability of funding, should this application be successful.

- December 2018/January 2019: Selection of consulting firm
- February-March 2019: Initial start-up meetings and planning
- April 2019 - January 2020: Stakeholder engagement in regards to identified economic development opportunities in the aerospace, defence and educational fields.
- April-July 2018: Public consultation, research, stakeholder engagement and business education sessions.
- August-November 2019: Create Strategic Plan re defence procurement and economic opportunities associated with CFB Cold Lake, defence environmental policy.
- December 2019-January 2020: Adoption of Outcome Report

b) Is your project complementary to other community or regional initiatives currently underway, or does it enhance or build upon any previous work that has been completed?

This project builds off of work done by the Northeast Alberta Information HUB in its report titled Aerospace Technology, Defense and Unmanned Systems Status and Future Opportunities, years of work by the Cold Lake Regional Chamber of Commerce to engage with administration at CFB Cold Lake and introduce local businesses to decision makers from countries visiting for military exercises.

The City of Cold Lake's draft economic development strategy also identifies aerospace and defence as an area of opportunity locally and is scheduled to be completed in time to inform the proposed project, should the City of Cold Lake be successful in securing the funding required to proceed.

4. Organizational Capacity

What capacity and experience does your organization/project team have to successfully carry out this initiative:

CARES APPLICATION

The City of Cold Lake has overseen and participated in a number of economic development initiatives recently, including the Northeast Alberta Information Hub's efforts to compile the report entitled Aerospace Technology, Defense and Unmanned Systems Status and Future Opportunities. The City is currently in the final stages of supporting a new Economic Development Strategy. In this case, the consultants reported record public engagement through an online survey. The strategy is scheduled to be completed and presented to council for adoption late in 2018 or early in 2019.

The City will support the proposed project through its planning and marketing and communications departments to ensure that the consultants have access to all necessary research materials, schedule all required meetings and events, and that all public facing efforts are advertised and well attended. The City will also leverage its strong relationships with CFB Cold Lake, the Cold Lake Regional Chamber of Commerce and the Northeast Alberta Information HUB to assist with the project where needed.

The City of Cold Lake will assist with the proposed project by providing matching dollars in the amount of \$55,000. The City will also provide administrative assistance and support for the project from start to finish that will include, where necessary, project management, logistical support, advertising for the project as needed, as well as the general promotion of the project and its outcomes.

CARES APPLICATION

5. Project Risk, Mitigation, and Performance Measures

a) What are the risks associated with the project? Please provide details on how these risks will be mitigated:

- Lack of funding: The proposed project is dependent on grant funding and, should this application be unsuccessful, another source of funding would need to be considered. The municipal contribution to the project has been secured in the City of Cold Lake's 2019 Budget
- Delay: In order to avoid significant delays, the project team will clearly communicate scope and establish a sub-committee to ensure that any meetings required to make decisions can be called expeditiously. A rigorous process to selecting an appropriate third-party firm with a proven track record of success will begin promptly once project funds are secured.
- Lack of community interest/engagement: This risk will be mitigated by reaching out directly to stakeholders and using contacts with the City of Cold Lake, Northeast Alberta Information HUB, and the Cold Lake Regional Chamber of Commerce to set up in-person interviews, teleconferences, surveys and public town halls, as required. The City of Cold Lake and EDAC will also work with the local media to publicize the project, the reasons for under taking it, and the benefits expected.

b) How will project success be measured? What metrics will be used and reported on?

The success of the proposed project will be monitored by a number of indicators, including stakeholder engagement, new businesses and commercial development projects in and around the City of Cold Lake, feedback from the business community surrounding education provided, and its ability to help drive diversification and entry into the aerospace and defence sector..

The City of Cold Lake works closely with the Cold Lake Regional Chamber of Commerce and the Northeast Alberta Information HUB to ensure that all groups share relevant information. This includes the number, type, and value of building permits issued by the City of Cold Lake, studies and research completed by any of the partners, and all relevant feedback from the public and the local business community.

Additional means of measuring success could be identified as this economic development project progresses.

Budget and Mandatory Supporting Documents

Requested Grant Amount	\$55,000.00	Other Alberta Government Funding	\$0.00
		Sub-total A	\$55,000.00
Cash Contributions	\$55,000.00	In-Kind Contributions	\$0.00
Federal Funding	\$0.00		
Municipal Funding (only applicable for Not-For-Profit, First Nation, Metis Settlements)			\$0.00
		Sub-total B	\$55,000.00
		Total Project Value	\$110,000.00

Total Project Expense Breakdown

Name	Consultants Fees	Cash Cost	\$110,000.00
In-Kind	\$0.00		
Source of Estimate	WCDIA Quote		
Details	Quote includes work on the following 1) Education of local SMEs, educational institutions, and industry 2) Research and cataloguing of local SMEs 3) Policy Review to Identify Opportunities in the Department of National Defence's Defence Energy and Environment Strategy 4) Strategic Engagement with CFB Cold Lake and work to actively pursue immediately developable economic development opportunities.		

**ALBERTA ECONOMIC DEVELOPMENT AND TRADE
GRANT AGREEMENT**

SCHEDULE B – APPROVED BUDGET

The attached “**Approved Budget**” constitutes the approved budget for the Project.

Applicant Name: City of Cold Lake

Project Name: Aerospace and Defence Economic Development and Diversification

APPROVED BUDGET

REVENUE

Approved Grant Amount	\$ 50,000	Maximum Alberta Government funding, including the requested grant amount, cannot exceed 50 per cent of total project value. Identify other Alberta government funding which has been applied for or approved for this project in a separate document and submit as part of your application package (if applicable).
Other Alberta Government Funding	\$	
Sub-total	\$ 50,000	
Cash Contributions	\$ 50,000	This represents your matching contribution, which must equal or exceed the requested grant amount. If applicable, submit a detailed breakdown of in-kind labour/materials and services, and source of cash amounts. In-kind matching contribution in the form of labour or other organizational resources will be assessed on a case-by-case basis and cannot exceed 20 per cent of the project's value, with a cap at \$10,000. The Government of Alberta reserves the right to verify funding with Federal/Municipal partners.
In-Kind Contributions	\$	
Federal/Municipal Funding	\$	
Sub-total	\$ 50,000	
TOTAL PROJECT VALUE	\$100,000.00	Total Project value must match total project expenses below:

TOTAL PROJECT EXPENSES BREAKDOWN				
	Item Description	Cost	Eligible Cost	Quote/Source of Estimate
+	Consultants Fees	\$110,000.00	\$100,000.00	WCDIA Quote for \$100,000. Prove of matching funds for \$55,000 is maintained as per applicant.
-				
	Sub-totals	\$110,000.00	\$100,000.00	
		(A)	(B)	

TOTAL PROJECT COSTS = \$110,000.00 (SUM OF A). This figure must equal the total project value above.

TOTAL ELIGIBLE COSTS = \$100,000.00 (SUM OF B).

TOTAL CARES FUNDING = \$50,000.00

**ALBERTA ECONOMIC DEVELOPMENT AND TRADE
GRANT AGREEMENT**

SCHEDULE C - REPORT

- C.1 Reports Format** – All reports must contain the information and be in a format specified by or acceptable to the Minister.
- C.2 Final Financial and Summary Report** – In consideration of the Minister providing the Grant, no later than **November 2, 2020**, the Recipient shall provide a final report including the following:
- (a) an acceptable financial statement accounting for all Project revenues and expenditures, including all interest and other income earned from investments of the Grant Proceeds;
 - (b) a concise summary of what the Project achieved; and
 - (c) an acknowledgement signed by a senior financial official of the Recipient that the money provided under this Agreement was used for the purpose of the Project.
- C.3 Changes to the Proposal** – The Recipient shall communicate to the Minister for the Minister's approval, through a detailed report, as soon as possible, proposed significant changes in the research direction, Project scope, costs, types of expenditures, or partner funding including any needed extensions to secure funds. The report outlining changes to the Proposal is independent of and in addition to other reporting requirements outlined in this Schedule C.
- C.4 Reporting Compliance** – The Recipient must comply with all reporting requirements under this Schedule C. In cases where the Recipient is found to be in non-compliance with Schedule C requirements, the Recipient will be deemed to have committed an event of default as defined in section 6.1 and the remedies in section 6.2 shall apply.
- C.5 Other Reports** – During the Term and for a period of five (5) years afterwards, the Recipient must provide such additional follow-up information as the Minister may reasonably request for the purpose of evaluating the Project.



STAFF REPORT

Title: Business Retention and Attraction Incentive Program Application No. 219002

Meeting Date: February 12, 2019

Executive Summary:

Application from Cold Lake Eye Care for inclusion in the Business Retention and Attraction Incentive Program

Background:

In late December, Administration was contacted by the Cold Lake Eye Care Clinic to inquire whether they could still apply for the BRAIP program after reading the information that had been sent with the Business License renewal notices. The Development and Building Permits for the clinic were issued in 2012 and 2013, however there was a prolonged delay after the building shell was constructed before a second Building Permit was issued in April 2018 to allow the interior finishing to be completed.

Section 4.4.2 of the policy states that, in order to be eligible, applications for the BRAIP program must be submitted within 90 days of the issuance of the Development/Building Permits. Administration has been upholding the policy however there have been a few instances where Council has extended approvals to certain businesses including the following:

- RONA - This application was approved retroactively (2010) as it was a request for some form of tax relief/incentive from the owners of RONA that had led to the creation of the BRAIP program. The actual Development Permit for the new RONA store had been issued in 2009.
- Best Western Hotel - Development Permit was issued in 2008 (2 years before the BRAIP policy was implemented by Council) with the BRAIP application made in 2011. This went through an appeal process at EDAC and was denied (as it did not follow policy) but was subsequently approved by Council. The owner's position was that he should be eligible to apply as his facility was still under construction at the time when the policy was implemented by Council.
- O2's Restaurant - The Development permit was issued in 2014. When Administration met with the owners to discuss the proposed development, the owners were made aware of the BRAIP program and provided with an application form, but they did not submit an application at that time. In 2016 the owners contacted Administration, questioning why they hadn't received a rebate.



The application was presented to Council and approved on the basis that the policy was somewhat ambiguous in terms of the specified timelines within which an application had to be submitted (the policy was later revised to provide more clarity).

Administration is seeking Council direction on the application. Based on the existing policy, the application would be denied by administration.

Administration estimates the value of the incentive for the Clinic would be \$13,322.07, which would be paid out in installments over three (3) years if a retroactive application is approved under the “new build” category outlined in section 4.10. This project would have qualified for the BRAIP had an application been submitted at the time the original permits were applied for. An alternative option may be to approve the application under the “interior or exterior enhancements” category outlined in section 4.8 as the interior finishing that was completed in 2018 would also qualify under this section. This would result in a one-time payout of 10% of the municipal portion of the property tax levy in the amount of \$1,489.00.

Alternatives:

Council may wish to consider the following alternatives:

1. That Council pass a motion to approve application 219002 for participation in the BRAIP program under the new build provisions of section 4.10.
2. That Council pass a motion to approve application 219002 for participation in the BRAIP program under the enhancements provisions of section 4.8.
3. Defeat a motion to approve application 219002 for participation in the BRAIP program.

Recommended Action:

Administration recommends that Council pass a motion to approve Application No. 219002 for participation in the Business Retention and Attraction Incentive Program (BRAIP) under the new build provisions of Section 4.10.

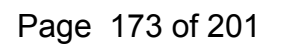
Budget Implications (Yes or No):

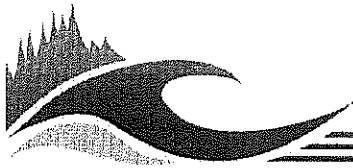
Yes

Submitted by:

Kevin Nagoya, Chief Administrative Officer

BRAIP 219002 - 5102 55 Street





BUSINESS RETENTION AND ATTRACTION INCENTIVE PROGRAM

1. APPLICANT INFORMATION

Business Name: 318925 AB Ltd & 1805182 AB Ltd

Applicant Name: Cold Lake EyeCare - Ross Campbell & John Barkley

Property Address: 5102 - 55 Street Lot: 1 Block: 25 Plan: 4969HW

Mailing Address: 5102 - 55 Street, Cold Lake, AB Postal Code: T9M 1R1

Business Phone: 780 594-5755 Cell: 780 573-3484/780 201-6979 Home: 780 639-3012

2. TYPE OF IMPROVEMENT(S)

a) Check all categories that apply and provide a brief description of the project (attach a separate sheet if necessary):

☐ Internal/External Enhancements to Existing Building (Section 4.8): _____

☐ Demolition of Existing Buildings (Section 4.9): _____

☒ New Build on Vacant Land (Section 4.10): A 7400 sq ft building, including totally finished interior to accommodate an optometric practice with a 2500 sq ft frame room and 7 exam lanes with administrative offices upstairs

☐ Addition to Existing Building (Section 4.10): _____

b) What is the estimated value of the work you will be undertaking? (Section 4.4.1) \$ 3,000,000.00

3. DECLARATION

I, (print name) Ross Campbell & John Barkley, hereby request the City of Cold Lake to administer the Business Retention and Attraction Incentive Program in regard to the above designated improvement(s) on my behalf. I am aware that such improvement(s) shall be subject to assessment verification and applying under this program requires acceptance that will coincide with the issuance of all permits necessary for the project to be undertaken. Determination of increase in assessed value resulting from improvements shall be determined by the City's Assessment Agency. I further acknowledge that I have read and understand the policy and the terms and conditions upon which my application will be reviewed and any approved funding shall be disbursed.

Applicant Signature: _____

Date: _____

January 30, 2019

Ross Campbell

BRAIP Application Review Worksheet

File Number: BRAIP 219002

Roll Number: 4000026218 Address: 5102 55 Street

Plan: 4969HW Block: 25 Lot: 1

Zoning: C2 Base Assessment Year: 2012

Project Description: New Eye Care Clinic

Development Permit Number: 212241 Building Permit Number: BYC-13-B-0230
BYC-18-B-0034

Type of Application: New Build on Vacant Land

Payout Term: 3 yrs. Taxes Paid: Yes

Estimated Construction Cost: \$3,000,000

Notes: _____



Business Retention and Attraction Incentive Program Policy

POLICY NUMBER: 120-FN-10

Approval Date: March 16, 2010

Revise Date: December 13, 2017

Motion Number: CM20100316.1006

Repeal Date:

Supersedes:

Review Date: December 12, 2017

1.0 Policy Intent

The City of Cold Lake is committed to providing a City-wide incentive program for commercial property owners who enhance existing buildings, construct new buildings or additions to existing buildings, or those who demolish existing buildings. Participants in the program may be eligible for an improvement incentive, upon project completion, by way of a municipal property tax rebate.

2.0 Purpose

The purpose of the Business Retention and Attraction Incentive Program is to (1) encourage owners of non-residential buildings to invest in improvements that enhance the building's appearance and function; (2) attract new business opportunities to the City and encourage investment in new buildings; and (3) encourage the demolition of existing buildings that may detract from the visual amenities of the area.

3.0 Policy Statement

- 3.1 The City of Cold Lake shall establish the Business Retention and Attraction Incentive Program to encourage commercial property owners to enhance existing buildings, construct/add to existing buildings and/or demolish existing buildings.
- 3.2 A standardized application process and guidelines to ensure transparent and consistent administration of the program.

4.0 Managerial Guidelines

General

- 4.1 For the purposes of this policy, "municipal tax levy" shall mean property taxes levied and collected by the City of Cold Lake, exclusive of any property taxes levied and collected by the City on behalf of the Province of Alberta.

- 4.2 The program shall be reviewed annually by Council.
- Eligibility**
- 4.3 In order for the property to be deemed eligible for the program, the property must be either:
- 4.3.1 a private commercial and industrial building within the City of Cold Lake (including all vacant lots zoned for commercial or industrial purposes in accordance with the City of Cold Lake Land Use Bylaw); or;
 - 4.3.2 a property zoned RMX-Residential Mixed Use if the City, in its sole discretion, determines that the post-development use of the property would be classified as a commercial use by the City of Cold Lake Land Use Bylaw.
- 4.4 In order for a project to be deemed eligible for the program, the following criteria must be satisfied:
- 4.4.1 The minimum investment by the applicant of at least \$5,000 for eligible improvements for each project;
 - 4.4.2 The program application form must be submitted within ninety (90) days of issuance of the Development Permit and/or Building Permits for the project. In cases where a qualifying project does not require permits, the incentive program application must be submitted and approved prior to commencement of any work beginning on the project.
 - 4.4.3 Notwithstanding Section 4.4.2, qualifying projects that were undertaken during the year 2018, shall be eligible to submit an incentive program application until December 31, 2018.
- 4.5 The applicant would be eligible for the grant incentive once the City has received verification that the improvements, which are the subject of the grant application, have been completed to the City's satisfaction.
- 4.6 The program is limited to one grant application per parcel or principal building on a parcel. In the case of a single parcel accommodating multiple tenants or businesses, the program may be applied for each independent business operation, with the grant available to the property owner(s).
- 4.6.1 Projects approved for inclusion in the program prior to the review date of this policy shall not be eligible to receive the increased grant funding offered by the current program.
 - 4.6.2 Notwithstanding section 4.6, properties which have previously been approved for incentive funding under this program are eligible to reapply in respect of additional enhancements provided that the payment term of the previous approval has expired and the property is no longer receiving grant payments under any previous approval made under this policy.
- 4.7 The following projects, businesses and/or properties are not eligible:
- 4.7.1 Home based businesses;
 - 4.7.2 Properties that are in tax arrears with the City;
 - 4.7.3 Government offices and agencies and any organizations exempt from paying property taxes to the City;
 - 4.7.3 Projects for which permits have been obtained and/or construction has commenced prior to the approval of this policy by Council because this policy shall not apply retroactively.

Incentive Program Funding

- 4.8 External and Internal Enhancements to Existing Buildings
- 4.8.1 A one-time property tax rebate grant equal to 10% of the municipal tax levy for the year in which construction of the enhancements is completed is provided as an incentive.
- 4.8.2 Payment of the grant is subject to the applicant notifying the City that the project is complete and the City's confirmation of the same.
- 4.9 Demolition of Existing Structures Only or Demolition and Rebuild
- 4.9.1 A one-time grant of \$5,000 is available to assist with demolition costs.
- 4.9.2 Payment of the demolition rebate is subject to the City's confirmation that the entire site has been cleared of all buildings and structures.
- 4.9.3 The rebuild incentive is per the provisions of section 4.10 for new build on vacant land.
- 4.10 New Build on Vacant Land or Additions to Existing Buildings
- 4.10.1 100% of the difference between the pre-development and post-development municipal tax levy (resulting from the increased assessed value of the property following completion of the enhancements) is provided as an incentive grant in the form of a property tax rebate.
- 4.10.2 To be eligible, the improvements must result in an increase in the assessed value of the property.
- 4.10.3 The grant is provided over a three-year term to the property owner. 50% of the grant will be repaid in Year 1 following grant approval; 30% in year 2 and 20% in Year 3. See example chart attached as schedule "A" to this Policy.

Application Requirements

- 4.11 Applications for this program must include the following:
- 4.11.1 A detailed explanation, written and with plans/drawings where applicable, of the proposed improvements to be made.
- 4.11.2 Written confirmation of the elements for which the applicant is seeking grant approval.
- 4.11.3 Photographs of the current state of the building or condition of the land and in the case of enlargement of existing buildings or construction of new buildings, elevation drawings/renderings of the proposed development.
- 4.11.4 A legal description of the property and the legal name of the owner(s).
- 4.11.5 Any other information that may be deemed necessary by the General Manager of Planning & Development to support the application.
- 4.12 Program participants are required to comply with all municipal, provincial and federal permits and licenses.
- 4.13 Approvals under this policy will be subject to the applicant obtaining the necessary development permit and/or building permit for the project for which the applicant is seeking incentive funding, within 90 days of the date of funding approval unless the necessary permit(s) were already obtained prior to submission of the incentive program application. If the necessary permit(s) are not obtained within 90 days, the funding approval shall be deemed void.
- 4.14 Acceptance into the Program will coincide with the issuance of all permits necessary for the Project to be undertaken.

Application Process

- 4.15 Prior to filing an application, the applicant shall schedule a pre-application consultation meeting with the General Manager of Planning and Development regarding the application process, criteria and rules of eligibility.
- 4.16 There is no fee required to submit an application.
- 4.17 Completed applications shall be submitted to the General Manager of Planning and Development or their designate.
- 4.18 The General Manager of Planning and Development will review the application and will determine whether the proposed work meets the Program's criteria. The General Manager may approve, approve with conditions, or refuse an application.

Appeal Process

- 4.19 In the case of an approval with conditions, or refusal of an application by the General Manager of Planning and Development, the applicant may appear as a delegation before Council to appeal the decision.
- 4.20 An appeal may be made in writing by filing the Council delegation form with the Council recording secretary within 14 days of the decision of the General Manager of Planning and Development.
- 4.21 Council shall hear from the applicant as well as the General Manager of Planning and Development after which Council will make a decision on the appeal. Council's decision respecting the appeal shall be final.
- 4.22 Notwithstanding Section 4.21 Council may, at its sole discretion, defer making a decision on the appeal until a later Council meeting in order to conduct due diligence.

Payment of Incentive Funding

- 4.23 Upon completion of the project, the applicant/property owner shall notify the City that the qualifying project is complete. The City shall determine that the project has been completed to the City's satisfaction.
- 4.24 The City's Assessment Agency shall determine the post-improvement assessment of the property.
- 4.25 Based on the post-improvement assessment, the City shall determine the municipal tax rebate amount in accordance with this policy.
- 4.26 For each year of the payment term, the property owner shall ensure that the tax levy for that year has been paid in full, and request payment of the approved rebate using the prescribed form attached hereto as Schedule "B".
- 4.27 Upon receiving the prescribed payment request form and confirmation that the tax levy has been paid in full, the City shall issue a rebate cheque to the property owner.

5.0 References**6.0 Persons Affected**

Cold Lake City Council
Cold Lake Planning and Development Department
Members of the Public

7.0 Revision/Review History

- Refer to Bylaw 013-BD-97 Consolidated Schedule "A"
- Refer to Bylaw 361-BD-09
- Reviewed June 12, 2012 by Motion No. CM20120612.1013. Moved by Councilor Vining that Council accept the recommendation of the Economic Development Advisory Committee to continue the Business Retention and Attraction Incentive Program (BRAIP) for two (2) additional years, and direct Administration to accept and review new applications for participation in the program.
- Reviewed March 10, 2015. Moved by Council to renew the Business Retention and Attraction Incentive Program Policy for an additional one (1) year period, effective March 10, 2015.
- Reviewed June 28, 2016. Moved by Council to renew the Business Retention and Attraction Incentive Program Policy for an additional one (1) year period, to expire March 31, 2017.
- Reviewed January 10, 2017- CM20170110.1014. Moved by Council to amend this policy, percentage of Municipal Tax Levy to be offered as an incentive as per section 4.8 and table 1 to be set at 10%.
- Reviewed September 26, 2017-CM20170926.1012. Moved by Councilor Lefebvre that Council amend Policy No. 120-FN-10, being the Business Retention and Attraction Incentive Program Policy, by inserting the following section: Section 4.4.3.
- Reviewed December 12, 2017-CM20171212.1015. Moved by Deputy Mayor Buckle that Council renew Policy No. 120-FN-10, being the Business Retention and Attraction Incentive Program Policy, for 2018 and direct Administration to continue to accept application for the program until December 31, 2018.

Dec. 15, 2017

Date

DEC 15, 2017

Date



Chief Administrative Officer



Mayor

SCHEDULE “A”**Table 1: Enhancements to Existing Buildings**

Post-Development Municipal Tax Levy	Grant Available (10% of Municipal Tax Levy in Completion Year)
Examples:	
\$5,675	\$568
\$8,680	\$868
\$12,035	\$1,204

Table 2: New Build on Vacant Land or Addition to an Existing Building

Pre-Development Municipal Tax Levy	Post-Development Municipal Tax Levy	Grant Available (100% of Difference)	Grant Amount Paid in Year 1 (50%)	Grant Amount Paid in Year 2 (30%)	Grant Amount Paid in Year 3 (20%)
Examples:					
\$15,000	\$95,000	\$80,000	\$40,000	\$24,000	\$16,000
\$40,000	\$150,000	\$110,000	\$55,000	\$33,000	\$22,000

SCHEDULE "B"

City of *Cold Lake***BUSINESS RETENTION & ATTRACTION INCENTIVE PROGRAM
REQUEST FOR GRANT PAYMENT**

Date: _____ Tax Roll #: _____

Property Address: _____

As Property Owner(s) of the above mentioned tax roll, I/We have accepted a grant payment through the Business Retention and Attraction Incentive Program for the _____ year in the amount of \$ _____ for the, with reference to City of Cold Lake Policy 120-FN-10.

Enclosed is a copy of the receipt proving the property tax payment for the _____ year has been paid in full.

Recipient Signature_____
Print Name_____
Date**INTERNAL USE ONLY**

BRAIP Approved by Council on _____

Approved Rebate for the _____ year at \$ _____

Authorized by: _____
(Print Name)_____
Signature_____
Date

5513 - 48 Avenue, Cold Lake, AB • T9M 1A1 • Ph: 780-594-4494 • Fax: 780-594-3480

Information on this form is collected for the sole use of the City of Cold Lake and is protected under the authority of the Freedom of Information and Protection of Privacy Act, Sec. 33 (c) which regulates the collection, use and disclosure of personal information.

Form 12-30-06

Ref: Policy 120-FN-10

Page 1 of 1



STAFF REPORT

Title: Minutes November 19, 2018 Family and Community Support Services Advisory Committee

Meeting Date: February 26, 2019

Executive Summary:

Minutes Family and Community Support Services Advisory Committee November 19, 2018

Background:

Alternatives:

Recommended Action:

Type the recommendation here

Budget Implications (Yes or No):

Submitted by:

Kevin Nagoya, Chief Administrative Officer

PRESENT

Kim Schmitz
Carol Patenaude
Councilor Jürgen Grau
Meagon Anishinabie
Gina Olofson

FCSS Manager
Recording Secretary
City of Cold Lake Council Member
Advisory Committee Member
Advisory Committee Co-Chair

**ABSENT
(with regrets)**

Roderick Hickey
Councilor Ben Fadeyiw

Advisory Committee Chair
MD of Bonnyville Council Member

**ABSENT
(without regrets)**

None

**CALL TO
ORDER**

1.0 Call to Order

G. Olofson, FCSS Advisory Committee Co-chair called the November 2018 FCSS Advisory Committee meeting to order at 6:00 p.m.

AGENDA

2.0 Adoption of Agenda

Additional Items
None

Member Highlights
None

Disclosure of Interest
None

Adoption of Agenda

J. Grau moved to accept the agenda for the Cold Lake and District FCSS Advisory Committee November 2018 meeting as presented.

CARRIED

MINUTES

3.0 Adoption of Minutes

G. Olofson was moved from Absent without regrets to Absent with regrets.

M. Anishinabie moved to accept the October 2018 Cold Lake and District FCSS Advisory Committee minutes as amended.

CARRIED

**MONTHLY
REPORT**

4.0 Monthly Report

The FCSS Manager shared the October 2018 Monthly Report for information only.

Information and referrals continue to be high, however there is room for improvement to reflect actuals. There is an underrepresentation of the actuals when the receptionist is away. We expect January numbers to be higher as FCSS will implement procedures in the new year.

When FCSS took over administration of the Meal on Wheels program from the Seniors' Society, we grandfathered in all volunteers. The FCSS Manager met with Meals on Wheels volunteers, to align them with the processes and procedures we are currently following. All volunteers now have identity and personal safety cards. They have followed up with current criminal record checks. We currently have 6-12 drivers that are covered under city insurance.

Other communities are building programs to assist people with transportation to medical appointments, for grocery shopping, etc. However after further exploration, FCSS will not be moving forward with plans for programs involving drivers other than Meals on Wheels.

Since the implementation of PerfectMind, the FCSS Administrator has been able to create a report that tracks users by city, which will be useful for future reporting purposes.

**MONTHLY
REPORT
(CONTINUED)**

Councillor Chris Vining replaced Councillor J. Grau at the recent Intercity Forum on Social Policy while K. Schmidt attended via telephone conference. The first speaker discussed extremism, the idealization of violence and how and why individuals are joining gangs or other groups. The three most common risk factors identified are trauma, social inequity and a lack of sense of belonging or self. There were discussions around trauma informed practices. There is an awareness at many levels with policy makers and leaders who encourage and support those staff taking opportunities to train and help. The FCSS Manager confirmed that FCSS is not seeing individuals or groups facing those challenges, when asked by J. Grau.

Belonging is so important in a community and FCSS accepts support groups reaching out for partnerships. When grants become available, FCSS looks for organizations to partner with who are the best fit. For instance there were many communities and agencies involved in the Alberta Homelessness Estimation Project. Cold Lake is waiting for numbers from the John Howard Society who took the lead for Cold Lake.

National Child's Day is November 20 and the Early Childhood Development Coalition, of which FCSS is a member, is putting on an event at the Energy Centre.

The 2019 January to June Program Guide is in the first edits and will be available online and in hard copy approximately the second week of December.

On Saturday, the Bully Free Committee, which FCSS leads, facilitated the Bully Free Breakfast with speakers and guests including the mayor, members of the Cold Lake Wings Hockey Team and the RCMP.

FCSS has submitted a \$100,000 grant proposal to the Ministry of Seniors and Housing for minimising ageism and reducing isolation in seniors. Imperial has funded FCSS \$5,000 for the 2019 National Family Week Kick-off Event and the Family Adventure Program. Outstanding is our request for a \$10,000 grant for Volunteer Appreciation.

There is one position outstanding at FCSS.

Council will be reviewing service levels and the budgets, with final approval by mid-December.

This past week, FCSS hosted a Building Better Brains Conference, which offered category "A" hours for social workers. The conference dealt with trauma in early childhood development and how it affects brain growth. Included was a speaker from the University of Alberta.

FCSS has been involved in multiple seniors' events including Feast to Friendship.

LEGO™ Explorers, a program for children on the Autism Spectrum, was cancelled this season. FCSS will run it again to see if there was an anomaly or if it has run its course.

For the Northeast Spring Meeting, The FCSS Manager has finalized early check-in and room blocks at a local hotel. Guests will be bused to and from the hotel for the Thursday meeting and dinner venue. The FCSS Manager is confirming bus schedules with Lake City Coaches. The Friday meeting will be at the hotel. An invitee list is being finalized. One speaker has been confirmed and we are waiting on confirmation of two other speakers.

**FINANCIAL
REPORT**

5.0 Financial Report

The FCSS Manager reviewed the October 2018 Financial Report for information only. FCSS is on track financially.

OLD BUSINESS

6.0 Old Business

None

NEW BUSINESS 7.0 New Business

7.1 FCSS Advisory Applications

FCSS has received one Advisory Committee application. In the past, some applicants may have been interviewed by the chair or other committee member. This applicant is a long serving member of the Cold Lake community who has worked on many social initiatives and is a strong advocate for people, women and the vulnerable. The FCSS Manager will contact the applicant for the January meeting.

7.2 Dinner Venue, December 10, 2018

The committee decided to try Picante Café this year, unless it is closed on December 10. Otherwise the Christmas dinner will be held at the Sawmill.

7.3 Special Project Grant Summary Report

7.3.1 Ronald McDonald House Charities Northern Alberta – Lakeland Bus Tour for Volunteers 2018

M. Anishinabie moved to approve Ronald McDonald House Charities Northern Alberta Grant Summary Report for the Lakeland Bus Tour for Volunteers 2018 as presented.

CARRIED

**OTHER
BUSINESS**

8.0 Other Business

8.1 Business Conducted by Email

8.1.1 Grant Application

The 2018 Grant Application for Northern Lights School Division No. 69 for the 2018 Boggo Tournament was approved through the email process on October 26, 2018 as presented.

**COMMITTEE
ATTENDANCE**

9.0 FCSS Advisory Committee Attendance

9.1 Reports on Committee Attendance

None

**SUGGESTIONS
FOR
COMMITTEE
ATTENDANCE**

9.2 Suggestions for Committee Attendance

Wills, Personal Directives and Power of Attorney, Nov 22, 6:00 to 8:00 pm

Family Fun Night, Nov 28, 2018, 5:00 to 7:00 pm

Regional Abilities Awareness Event, Dec 3, 1:00 pm – 5:00 pm, Energy Centre

Fill-a-Bus, December 15, 9:00 am to 5:00 pm, two hour time slots, Sobeys

PLC Christmas Party, December 15, 9:00 am to 11:30 am, Energy Centre

ROUNDTABLE

10.0 Round Table

There was some light discussion on the mission of FCSS and their programming to support the FCSS values, and philosophy and the FCSS Act.

NEXT MEETING

10.0 Next Meeting

The next meeting is scheduled for January 14, 2019 at 6 pm at FCSS.

ADJOURNMENT

11.0 Adjournment

G. Olofson, Advisory Committee Co-chair adjourned the Cold Lake and District FCSS November 2018 FCSS Advisory Committee meeting at 7:46 p.m.



K. Schmidt,
FCSS Manager



G. Olofson,
FCSS Advisory Committee Co-chair



STAFF REPORT

Title: Minutes January 3, 2019 Economic Development Advisory Committee

Meeting Date: February 26, 2019

Executive Summary:

Minutes Economic Development Advisory Committee January 3, 2019

Background:

Alternatives:

Recommended Action:

Type the recommendation here

Budget Implications (Yes or No):

No

Submitted by:

Kevin Nagoya, Chief Administrative Officer



**COLD LAKE ECONOMIC DEVELOPMENT
ADVISORY COMMITTEE**

MEETING MINUTES OF THURSDAY, JANUARY 3, 2019
CHAMBER OF COMMERCE BOARD ROOM

PRESENT

Bernard Lefebvre, Chairperson
Councillor Vicky Lefebvre
Councillor Kirk Soroka
John Usher
Eric North
Norman Perreault
Larry Ashcroft

ALSO PRESENT

Howard Pinnock, General Manager Planning and Development,
Brad Schultz, Planner
Irene Poirier, Recording Secretary

**Community
Liaisons**

ABSENT

Vice Chairperson, Isabel Myshaniuk; Lorie Jacobsen

**CALL TO
ORDER**

B. Lefebvre called the meeting to order at 7:00 p.m.

**ADOPTION OF
THE AGENDA**

Moved by B. Lefebvre that the Agenda be amended by adding 5.1 EDAC Membership Application – Untereiner.
Moved by Councillor Lefebvre that agenda be adopted as amended.

CARRIED

**ADOPTION OF
THE MINUTES**

Moved by N. Perreault that the minutes of the November 01, 2018 Economic Development Advisory Committee meeting be adopted.

CARRIED

OLD BUSINESS

**4.1 EDAC Bylaw
amendment;
Member
Attendance via
call-in**

H. Pinnock, General Manager of Planning and Development addressed the committee regarding member attendance via call in and email voting. He read from the City of Cold Lake Procedural Bylaw #308-BD-07, Section 4.11 In Camera (7)

When two (2) or more elected officials participate in council or committee meetings through an electronic device or other communication facilities; that meeting will be deemed to be a meeting through electronic communication or as per the Municipal Government Act.

To confirm that committee members cannot call in to participate in a meeting but elected officials of the committee may.

He pointed out that there is no accommodation for email voting.

Discussion followed and it was decided to attach the Procedural Bylaw to the minutes of this meeting for future reference of this issue. Arrangements for call in would be made and Bernard's cell phone could be used or on occasion the meeting may be held in Council Chambers.

**4.2 "Doing
Business with the
Government"**

E. North reported that he has looked into and tentatively set up an electronic meeting. He has been in contact with Dr. Lars Hallstrom, Professor and Director of the Alberta Centre for Sustainable Rural Communities at the Augustana Campus of the U of A, to do a presentation on government procurement and grants. Should he not be available, Dee Ann Bernard, a colleague of his from the ARDN, may be.
The primary date for it would be April 9th with the 10th as backup. MFRC is available for booking on those dates at no charge.

Page 1 of 3

Discussion continued on the conference content and format.

B. Lefebvre would contact HUB for exposure and Councillor Lefebvre expressed she would talk to the Chamber of Commerce.

A subcommittee of members was formed with E. North, B. Lefebvre, N. Perreault, Councillor Lefebvre and Councillor Soroka, when available,
Priorities to be:

1. By the end of January, to determine a definite date between April 9th or April 10th when a speaker would be available.
2. Decide how many attendee sign-ups would be required and by what date in order to go ahead with the event. March 9th would be the date to determine if there was enough interest in the event.

Discussion followed and it was decided to request the funds from Council to cover the costs and their agreement to go ahead before making any definite commitments for speaker, presenters and lunch.

A motion was made.

MOTION

Moved by Councillor Soroka that the Economic Advisory Committee request that Council authorize Administration to release funds in the amount of \$3,500.00 from the Economic Development Initiatives budget to cover the costs of EDAC's initiative to host a conference on April 9th or 10th, for the business community on government procurements. This amount to cover the cost of the speaker, their travel expense and lunch for attendees.

CARRIED UNANIMOUSLY

NEW BUSINESS:

**5.1 New Member
Application -
Untereiner**

B. Lefebvre brought forth the application of Allison Untereiner, Executive Director with UDI Cold Lake. He expressed that there may be a conflict of interest as EDAC makes decisions in which Municipal money is directed to development.

Discussion followed and it was determined that A. Untereiner would best serve the committee as a liaison with valuable insight to the developers community.

MOTION

Moved by N. Perreault to reject Allison Untereiner's application to EDAC as a member but to request Council to appoint her as a UDI liaison for EDAC.

CARRIED UNANIMOUSLY

**5.2 EDAC 2019
Meeting Calendar**

B. Lefebvre noted the 2019 EDAC Meeting Calendar was ready and copies were made available. I. Poirier stated she would make necessary edits to the calendar and send out new ones via email.

**5.3 Chamber
Updates**

There were no Chamber of Commerce updates.

5.4 RABC Updates

There were no RABC Updates.

**5.5 Round table
and Ideas**

L. Ashcroft inquired if the City had an EDO. B. Lefebvre related the history of that position and that presently the City had no plans to have one.

Councillor Lefebvre stated that budget meetings were finished and reported that EDAC's efforts in studying the tourist aspect of Cold Lake resulted in the budget including wayfinding signage within the City.

J. Tessier gave update that the government was taking applications for the Capital Investment Tax Credit which involved a 30% tax credit for purchases of equipment and also the Student Temporary Employment Program was being initiated.



Page 2 of 3

Councillor Soroka stated there was budget consideration for Air terminal service and upgrades to the field. Companies are interested in the future Fighter Program and there are 4 aircraft companies planning to put in a bid for the future fighter program. The RFP for the future fighter is expected to be released in the fall. The future fighter program will create a lot of contract opportunities for the region and the conference on how to sell to the government is timed very well.

ADJOURNMENT Moved by J. Usher that the meeting be adjourned, at this time being 9:22 p.m.

CARRIED

NEXT MEETING February 7, 2019

**ECONOMIC DEVELOPMENT ADVISORY
COMMITTEE**


CHAIRPERSON
DESIGNATED OFFICER



STAFF REPORT

Title: Minutes January 16, 2019 Recreation and Culture Advisory Committee

Meeting Date: February 26, 2019

Executive Summary:

Minutes Recreation and Culture Advisory Committee January 16, 2019

Background:

Alternatives:

Recommended Action:

Type the recommendation here

Budget Implications (Yes or No):

Submitted by:

Kevin Nagoya, Chief Administrative Officer



**Cold Lake Recreation & Culture Advisory Committee Meeting
Regular Meeting
January 16, 2019 - Energy Centre**

Representatives:

Chris Holoboff, Chairperson
Lorie Jacobsen, Vice-Chairperson
Bob Buckle, Councilor, Absent with Regrets
Ed Machtmes, Committee Member
Ben Fadeyiw, Councilor, MD of Bonnyville No. 87, Absent with Regrets
Calvin Rideout, Committee Member
Candice Sutterfield, Committee Member
Heather Miller, Recreation Programs & Services Manager
Tina Willier-Piché, Recording Secretary

1. Call to Order at 7:37 pm.

2. Adoption/Additions

2.1 Agenda

2019-001 Moved by Ed Machtmes to accept the agenda as presented. 2nd by Lorie Jacobsen. AIF.

CARRIED

2019-002 Moved by Lorie Jacobsen to accept the Regular Meeting Minutes of the RCAC held October 17, 2018. 2nd by Calvin Rideout. AIF.

CARRIED

3. Old Business

3.1 Hall of Fame Marketing

The City of Cold Lake has been actively marketing the Hall of Fame via the city website, advertisements and Social Media. Flyers will be distributed throughout the city, businesses and subscription advertising. Radio ads and mail-outs are also being considered.

Add to next month agenda - Hall of Fame Placement Tour.

4. New Business – None.

5. Correspondence and Information Items

5.1 Report Form – Lexi McLeod

5.2 Report Form – Cold Lake Bantam Lacrosse

Civic Address
#102, 7825 – 51 Street
Cold Lake, AB
Telephone (780) 639-6400
Fax (780) 639-0250



twp.
Mailing Address
5513 – 48 Avenue
Cold Lake, AB T9M 1A1
www.coldlake.com



- 5.3 Report Form – Lakeland Multicultural Association – Development Grant**
- 5.4 Report Form – Lakeland Multicultural Association – Special Event Grant**
- 5.5 Correspondence – Office of the Mayor Appointment Letter**
- 5.6 Correspondence – Letter Dated January 9, 2019 – Social Media Workshop**

2019-003 Moved by Ed Machtmes to accept Items 5.1 to 5.6 as Information. 2nd by Candice Sutterfield. AIF.

CARRIED

6. In Camera

7. Board Development – Proclamation – Announcements

55+ Senior Games Opening Ceremony to be held at the Energy Centre on March 1st and registration will take place on February 28, 2019. Looking for Volunteers.

Snow Fever will be held at the Marina on Sunday, February 17 with an all age's concert to kick off the Family Day weekend on Friday, February 15, 2019.

Grand Opening of Phase III Energy Centre to be held January 26. Soft Opening of Rock/Climbing Wall on January 24, 2019.

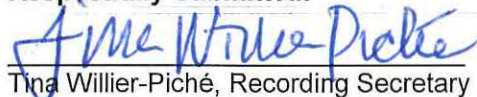
8. Next Meeting scheduled February 20, 2019 at 7:30 pm, Energy Centre

9. Adjournment at 8:15 pm.

Motion 2019-004 Moved by Ed Machtmes to adjourn. 2nd by Lorie Jacobsen. AIF

CARRIED


Respectfully Submitted:

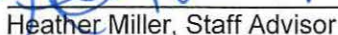

Tina Willier-Piché, Recording Secretary

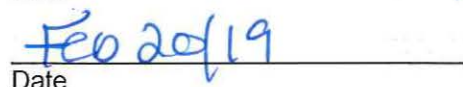

Date

Approved:


Chris Holoboff, Chairperson


Date


Heather Miller, Staff Advisor


Date

Civic Address
#102, 7825 – 51 Street
Cold Lake, AB
Telephone (780) 639-6400
Fax (780) 639-0250



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5513 – 48 Avenue
Cold Lake, AB T9M 1A1
www.coldlake.com



STAFF REPORT

Title: Oath of Office Deputy Mayor Lay March 1, 2019 - October 31, 2019

Meeting Date: February 26, 2019

Executive Summary:

Councillor Duane Lay - Deputy Mayor Term
March 1, 2019 - October 31, 2019

Background:

Alternatives:

Recommended Action:

That Mayor Copeland administer the Oath of Office of Deputy Mayor for the period of March 1, 2019 - October 31, 2019 to Councillor Lay.

Budget Implications (Yes or No):

No

Submitted by:

Kevin Nagoya, Chief Administrative Officer

DEPUTY MAYOR
OATH OF OFFICE

I, Duane Lay, swear that I will diligently, faithfully, and to the best of my ability, execute according to law the office of Deputy Mayor for the City of Cold Lake for the period of March 1, 2019 to October 31, 2019.

So help me God.

*SWORN before me at the)
City of Cold Lake, in the)
Province of Alberta, this)
26th day of February 2019.)* *Duane Lay*

Commissioner for Oaths



STAFF REPORT

Title: World Plumbing Day - March 11, 2019

Meeting Date: February 26, 2019

Executive Summary:

Proclamation - World Plumbing Day - March 11, 2019

Background:

Alternatives:

Recommended Action:

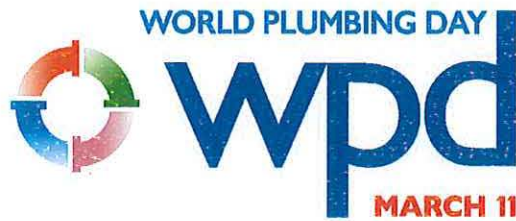
That Mayor Copeland proclaim March 11, 2019 as World Plumbing Day in the City of Cold Lake.

Budget Implications (Yes or No):

No

Submitted by:

Kevin Nagoya, Chief Administrative Officer



RECEIVED
FEB 11 2019
CITY OF COLD LAKE

PROCLAMATION REQUEST

His Worship Craig Copeland
Mayor of Cold Lake
5513 - 48 Avenue
Cold Lake, Alberta T9M 1A1

Subject: WORLD PLUMBING DAY - March 11, 2019

Dear Mayor Copeland:

Every person on the planet is affected by access to safe drinking water and basic sanitation.

Unfortunately, in many places access to both is limited or even non-existent, and the lack of an effective plumbing infrastructure is a huge factor in the tragic statistics that can't be ignored. According to the World Health Organization:

- **663,000,000 people do not have access to safe water**
- **2.4 Billion do not have access to an adequate bathroom**
- **315,000 children die every year from diseases caused by dirty water and poor sanitation**

Simple plumbing solutions could make all the difference in saving lives which is why we are asking for your support in recognizing the **World Plumbing Day on March 11, 2019**.

In Canada, **the Canadian Institute of Plumbing & Heating** and the **Mechanical Contractors Association of Canada**, as well as similar organizations around the world will join on this important day - **March 11, 2019** - to raise awareness of the importance of plumbing in providing safe living condition for citizens around the world.

We humbly request your assistance by officially declaring support for this important awareness initiative. This may be demonstrated by responding with a letter declaring your support and / or a public declaration thereof within your community of influence. Thank you for your consideration.

Sincerely,

(for) Michael Stringer
President, Edmonton Region
Canadian Institute of Plumbing and Heating





STAFF REPORT

Title: Green Shirt Day - April 7, 2019

Meeting Date: February 26, 2019

Executive Summary:

Proclamation - Green Shirt Day - April 7, 2019

Background:

Alternatives:

Recommended Action:

That Mayor Copeland proclaim April 7, 2019 as Green Shirt Day in the City of Cold Lake.

Budget Implications (Yes or No):

No

Submitted by:

Kevin Nagoya, Chief Administrative Officer

Subject: Green Shirt Day in Honour of Logan Boulet and the Humboldt Broncos April 7th, 2019

From: Tara Murphy <tara.murphy99@hotmail.com>

Date: Feb 19, 2019, 12:04 PM

To: Craig Copeland <CCopeland@coldlake.com>

Good Afternoon,

My name is Tara and I am assisting the Boulet family in the inaugural Green Shirt Day on April 7th, 2019.

This day was created for a few reasons, first, in memoriam of Logan Boulet and the Humboldt Broncos accident victims and survivors.

Green Shirt Day is also meant to recognize and honour the memory of Logan Boulet and the impact his generous and selfless act of organ donation had on this country and organ donor registration. It will recognize the impact that what became known as the "Logan Boulet Effect" across Canada had on increasing organ donor registration and attempt to recreate and continue to educate Canadians for the continued need for organ registrations and family discussions across the country.

What we are asking is the following

- a. A proclamation and/or recognition from your city or town
- b. Your staff wearing Green on this day, and taking photos and uploading to social media with the hashtag #greenshirtday #loganbouleteffect
- c. As we understand April 7th, falls on a Sunday, we ask businesses and schools recognize it on Monday, April 8th instead.
- d. Celebrating in your town the lives of Logan, and The Humboldt Broncos Victims and Survivors in any way you can

I have attached a letter of support from the National Transplant Association and we will be posting on social media as well as working with our media sponsor Global TV to broadcast the day in Lethbridge.

We hope you will join us in celebrating The Logan Boulet Effect while honoring all the victims and survivors of the Humboldt Broncos Tragedy as well as bring awareness for organ donation.

Thank you

Should you have any questions please email me, or call 403-470-6562

Tara Murphy



January 3, 2019

To Whom It May Concern,

Light up City Buildings in Support of Green Shirt Day – April 7, 2019

It's our pleasure and deepest honour of the Canadian Transplant Association to be supporting the inaugural **Green Shirt Day** initiative, **on April 7th, 2019**, during Organ Donation awareness month. This will be in memoriam of Logan Boulet and the Humboldt Broncos accident victims and survivors. The **Green Shirt Day** is meant to recognize and honor the memory of Logan Boulet and the impact his generous and selfless act of organ donation had on this country and organ donor registration. It will recognize the impact that what became known as the "Logan Boulet Effect" across Canada had on increasing organ donor registration and attempt to recreate and continue to educate Canadians for the continued need for organ registrations and family discussions across the country.

The challenge has been and remains, to keep the momentum going. Canada has a dismal rate of organ donation and, as a result, long wait lists for transplants. Polls consistently show that close to 90 per cent of Canadians support organ donation but only 20 per cent have registered as organ donors. We hope by continuing to bring awareness to the need for registration, through national initiatives such as Green Shirt Day we will flip these numbers around.

Therefore, to bring further awareness to this initiative we would like to request the support of the major and most recognizable buildings in our largest cities across the country to "light up in green", on April 7th, so that the colour green will be not only be recognized on the shirts worn by supporters that day, but by the representation of the colours displayed in the lights of our most important city buildings.

Thank you to Logan and his family and all donor families that continue to work selflessly to support organ donation. If you have any questions, please reach out to myself directly at bbrown@txworks.ca.

Kind Regards,

Brenda K Brown
President, CTA

Canadian Transplant Association
PO Box 74
Tavistock, Ontario N0B 2R0
Canada