



REGULAR MEETING OF COUNCIL

Council Chambers, Irricana Centennial Centre, 222 2 Street

Date: June 19, 2023 **Time:** 7:00PM

A. ATTENDANCE

B. CALL TO ORDER

C. AGENDA

D. PRESENTATIONS

Item D1: NERSA, Soccer Sports Complex

E. MINUTES

Item E1: Minutes from June 5, 2023 Regular Meeting of Council

F. CORRESPONDENCE FROM PREVIOUS MEETING

G. COMMITTEE REPORTS

H. OLD BUSINESS

I. NEW BUSINESS

Item I1: Request to Waive Minimum Property Tax

Item I2: Request to Reduce / Waive Tax Roll Penalties

Item I3: Tri-Community Peace Officer Agreement

Item I4: Chief Administrative Officer Report

J. COMMUNICATION / INFORMATION

K. COUNCILLOR UPDATE

L. CLOSED SESSION

Item L1: Employment Matter, Closed per Section 17(1) and Section 24(1) of the Freedom of Information and Protection of Privacy Act.

M. ADJOURN

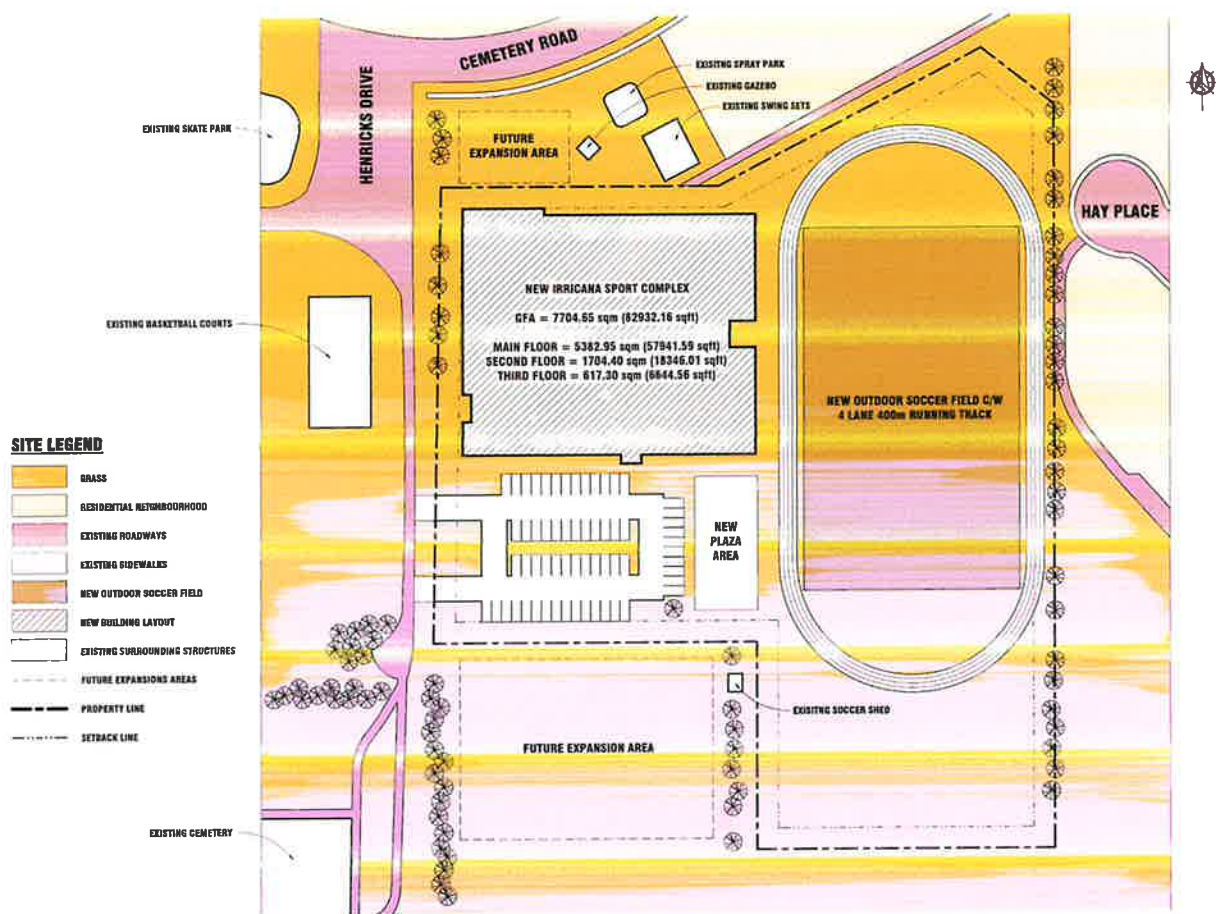
Item D1

Presentation from NERSA (Soccer Sports Complex)

Site Review



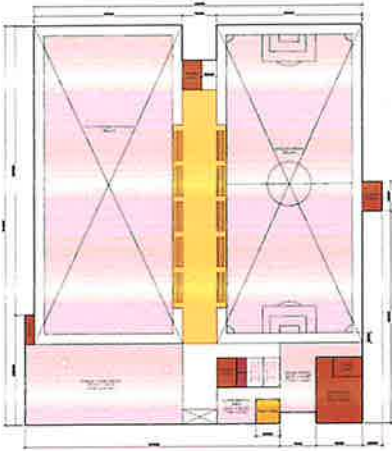
Site Review



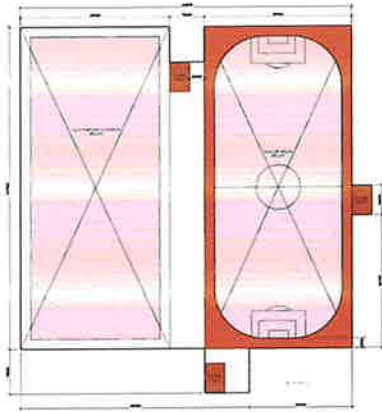
Floor Plans



FIRST FLOOR



SECOND FLOOR

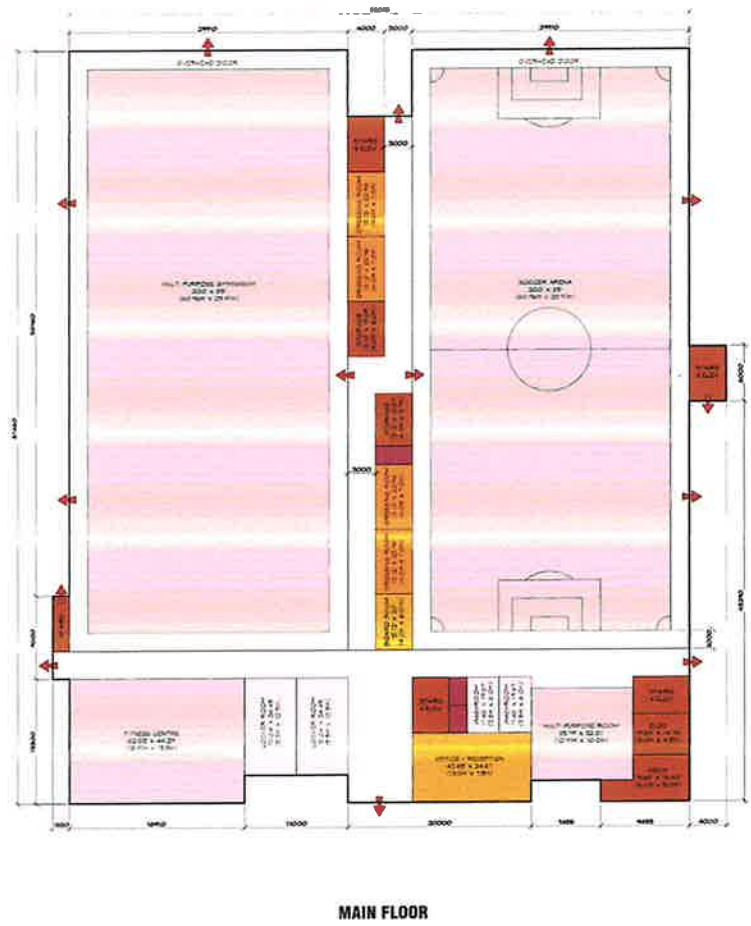


THIRD FLOOR

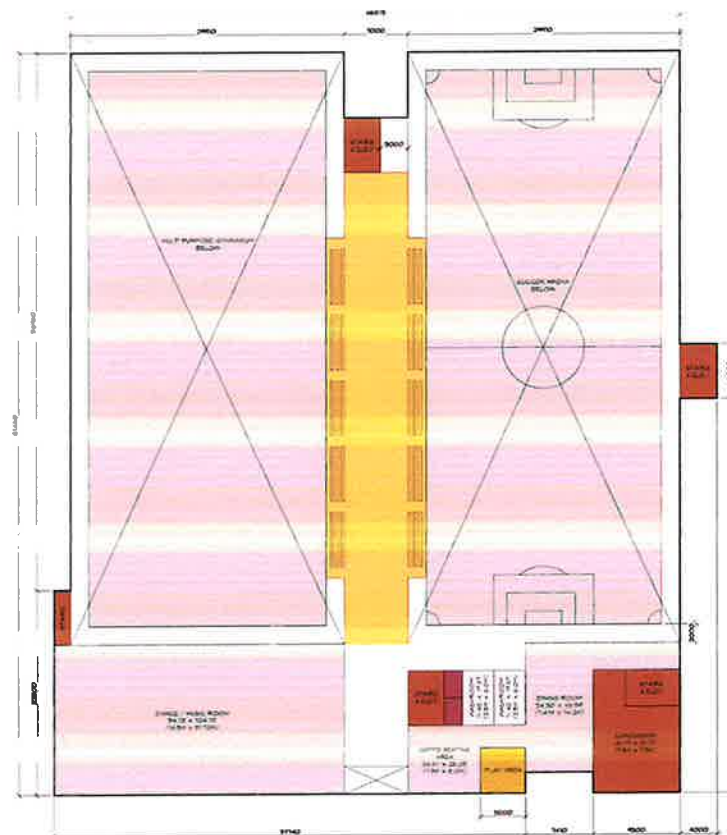


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Floor Plans



Floor Plans

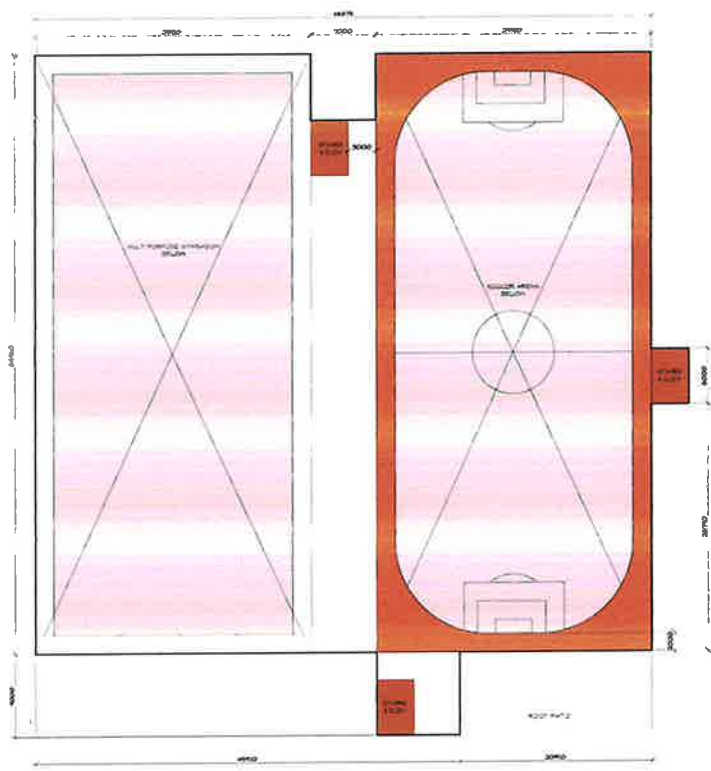


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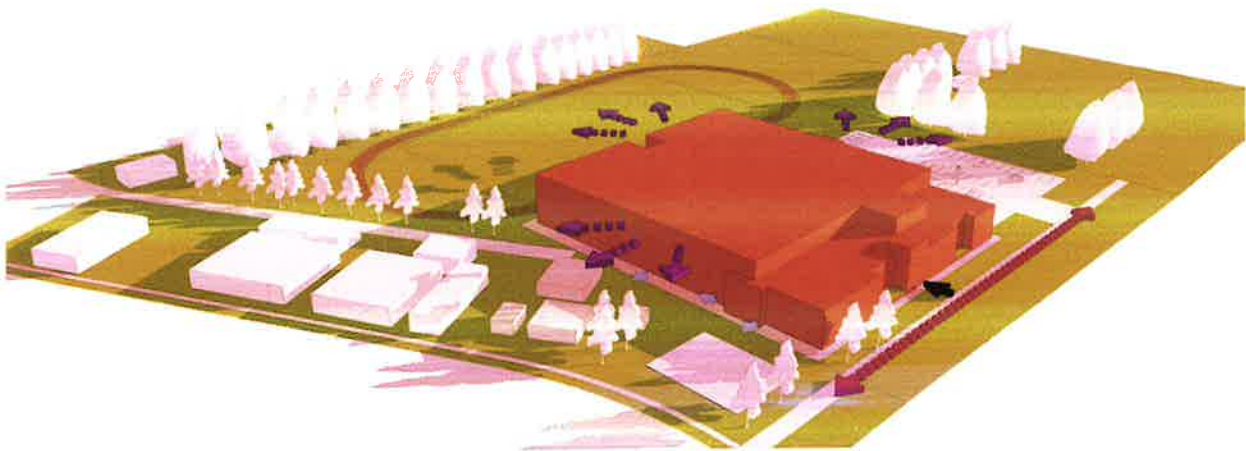
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Floor Plans



THIRD FLOOR

Renders

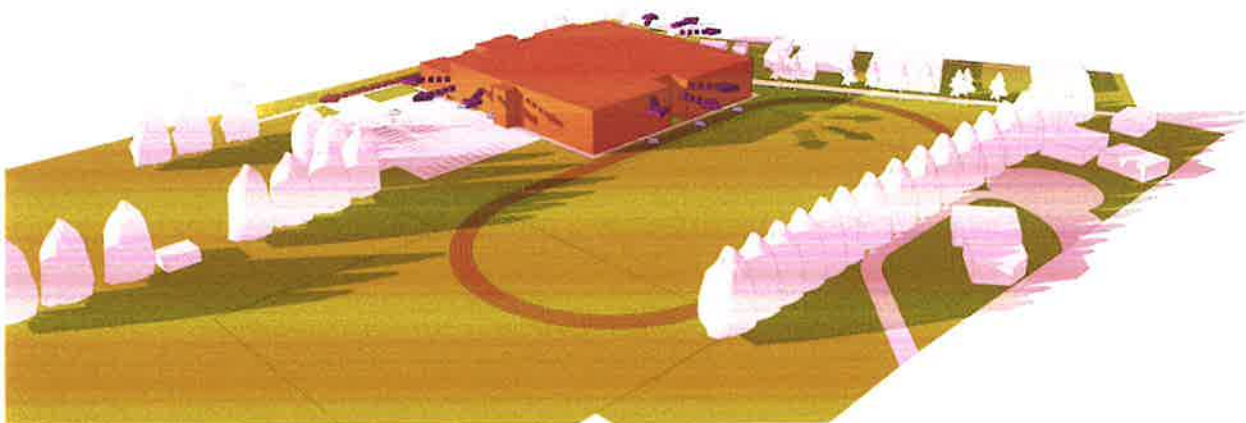


Aerial View



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Renders

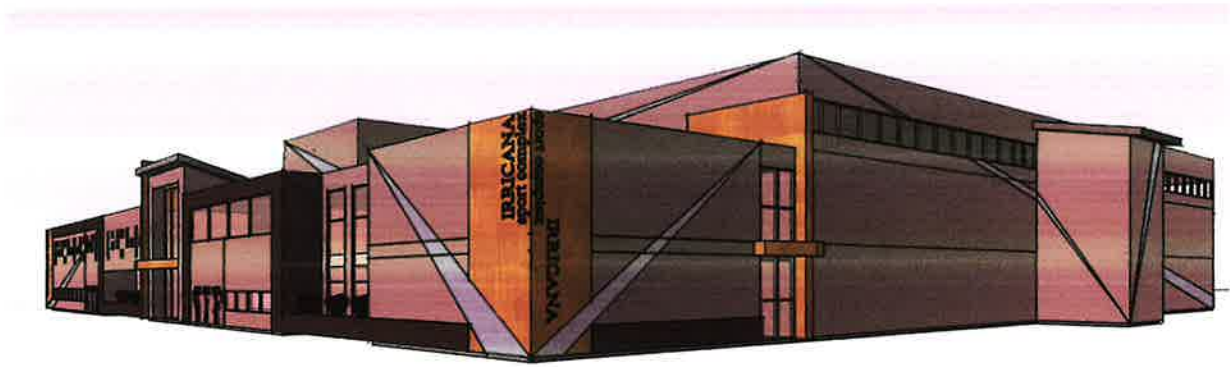


Aerial View



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Renders

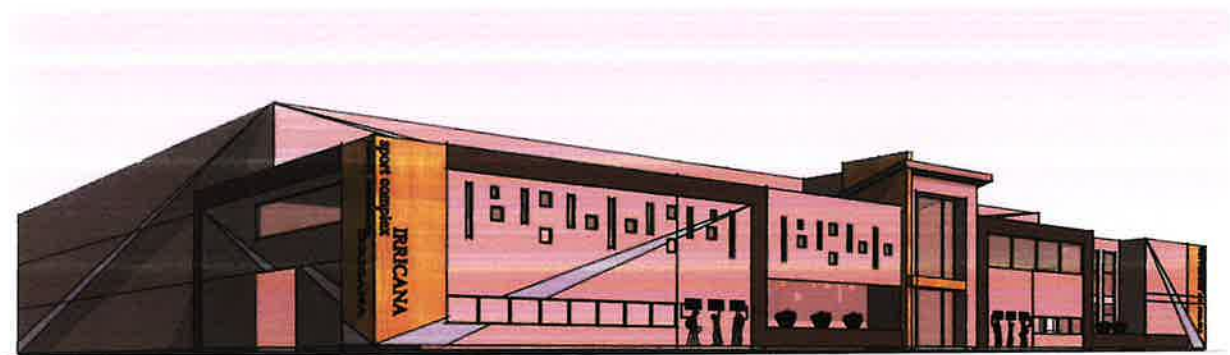


3D View



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+ associates

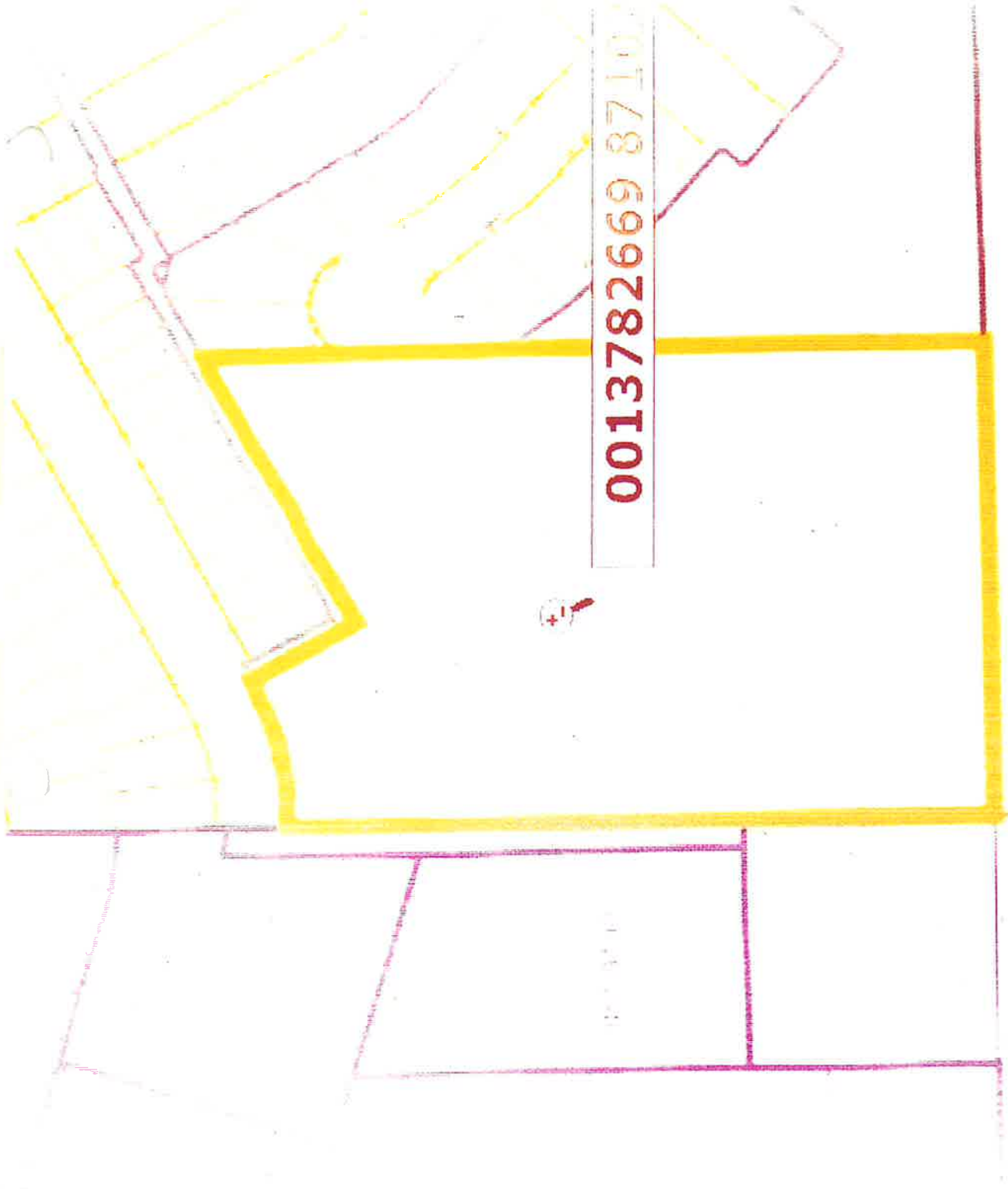
Renders



3D View



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Item E1

Minutes from June 5, 2023 Regular Meeting of Council

TOWN OF IRRICANA
Minutes of the Regular Meeting of Council held
Date: June 05, 2023 Time: 7:00 pm
Location: Council Chambers: Irricana Centennial Centre, 222 – 2 Street

ATTENDANCE

Mayor:	Jim Bryson
Deputy Mayor:	Kim Schmaltz
Councillors:	Nathanial Fleming, Julie Sim, Lisa McAree
CAO:	Doug Hafichuk

CALL TO ORDER

The meeting was called to order by Mayor Bryson at 7:00 pm.

AGENDA

- (i) Adopt Agenda
97:23 Moved by Councillor Fleming to adopt the Agenda as presented.
CARRIED

PRESENTATIONS

- (i) None

MINUTES

- (i) Minutes of the Regular Meeting of Council for May 15, 2023.
98:23 Moved by Councillor Sim to accept the Minutes of the Regular Meeting of Council for May 15, 2023, as presented.
CARRIED

CORRESPONDENCE FROM PREVIOUS MEETING

- (i) None

COMMITTEE REPORTS

- (i) Irricana and Rural Municipal Library, May 2023 Report

99:23 Moved by Deputy Mayor Schmaltz that Committee Report Item G1 be accepted as presented.
CARRIED

OLD BUSINESS

- (i) None

NEW BUSINESS

- (i) None

COMMUNICATION/INFORMATION

- (i) RCMP Quarterly Report, Q1 2023

COUNCILLOR UPDATE

- (i) Roundtable discussion

CLOSED SESSION

- (i) None

ADJOURN

- (i) Adjournment
100:23 Moved by Deputy Mayor Schmaltz to adjourn the meeting at 7:09 pm.

Mayor Jim Bryson

Doug Hafichuk
Chief Administrative Officer

To: Mayor and Council
From: Chief Administrative Officer
Date: June 19, 2023
Purpose: Request For Decision
Subject: Request to Waive Minimum Property Tax

Summary:

Amasco Construction is suggesting changes to the Minimum Property Tax requirement and requesting that the Minimum Property Tax be waived for 47 Unserved Lots within Irricana.

Background and Discussion:

Background

Municipalities typically implement a Minimum Property Tax to incentivize the development of properties that would otherwise be left vacant and, in many occasions, unattended / unmanaged.

The Town of Irricana has specified a Minimum Property Tax, in compliance with the Municipal Government Act, since at least 2007.

From 2007 to 2012, the practice had been to specify a Minimum Property Tax, ranging between \$800 to \$1000, on non-residential properties, but a Minimum Property Tax of \$500 has been applied to both residential and non-residential parcels since 2013.

Currently, the Town of Irricana 2023 Tax Rate Bylaw (Bylaw 005:2023) specifies that:

"The minimum amount payable as property tax for general municipal purposes shall be \$500.00 per parcel."

In their letter dated February 24, 2023 (See Attachment 'A'), Amasco Construction has suggested that the policy be changed so that the Minimum Property Tax is only applicable to properties that are both subdivided and serviced.

Further, Amasco is requesting that the Minimum Property Tax be waived for their current inventory of 47 unserviced lots, and that only the Assessed Property Tax would be payable. As noted in the Letter, Council has agreed to similar requests from 2016 to 2022 (inclusive).

Analysis

The Assessed Property Tax for the 47 properties range from approximately \$80.00 to \$130.00, and total \$5,344.51 (See Attachment 'B'). Applying the Minimum Property Tax increases the taxes owing to \$23,500.

As a best practice, Administration does not recommend waiving taxes, fees, or other sources of revenues for individuals or groups on the basis that the costs associated with those waivers benefit the few at the cost of the many.

However, given that the subject parcels are not serviced, receive no direct benefit(s) from the municipality, and are being *actively* developed under a development agreement, Administration recommends collecting the Assessed Property Tax instead of the Minimum Property Tax.

Under this recommendation, all external requisitions (e.g., Alberta School Foundation Fund, Rocky View Foundation) would remain payable.

Financial Implication(s):

Collection of the Assessed Property Tax (\$5,344) rather than the Minimum Property Tax (\$23,500) reduces projected municipal revenues by \$18,155.

Recommendation:

Administration recommends waiving the Minimum Property Tax for the subject lands and collecting the Assessed Property Tax only.

Recommendation Motion(s):

Option #1:

Motion #1: **THAT** the Minimum Property Tax requirement in Bylaw 005:2023 be waived for the subject lands described in Attachment 'B'.

Option #2:

As determined by Council.

Respectfully submitted,

"Doug Hafichuk"

Chief Administrative Officer

ATTACHMENTS:

Attachment 'A' – Letter from Amasco Construction Ltd.

Attachment 'B' – List of Subject Lands

Item I1 – Attachment ‘A’

Letter from Amasco Construction (February 24, 2023)

Amasco Construction Ltd

Feb24/2023

████████████████████
Calgary Ab ██████████

To The Town Of Irricana

Box 100

Irricana Ab TOM1B0

This is an application for a review of your policy regarding taxation of vacant lots. At present we believe your policy is to have a minimum charge of all lots of \$500.00 once they are subdivided .

We are requesting that you change this so that there should be two parts to this policy .

Part 1 You continue with the policy of having A \$500.00 minimum charge for all lots that are subdivided and serviced . That is for lots where you are cleaning and providing snow clearing and where your underground services pass in front of the vacant lots and you are responsible for street repairs etc.This would include the 19 lots recently serviced by Amasco

Part 2 You create a separate policy for lots that are subdivided but not serviced where there are no roads or pipelines where the lots should be taxed at their appraised value times the mill rate and the \$500.00 minimum tax does not apply . This to us would seem like a more fair system as you are not required to provide any cost to looking after this type of lot. This would include the 47 lots that are owned by Amasco in the Town Of Irricana

We believe vacant land that is not subdivided is taxed at appraised value times mill rate in Irricana .

The Town of Carstairs does not have a minimum charge . All land whether serviced or not serviced is charged with assessed value times mill rate .

In 2016,2017, 2018 and 2019 and 2020 and 2021 and 2022 you agreed to tax the lots that are not serviced at assessed value times mill rate.

Thank you for your consideration of the above matter

Allan S. Thom

Item I1 – Attachment ‘B’

List of Subject Lands

Amasco Construction - 2023 Tax Breakdown

Roll Number	Current Taxes	Minimum Tax	Municipal Tax	Total Mun & Min	Name	Lot	Block	Plan
66100	\$533.95	\$369.89	\$130.11	\$500.00	Amasco Construction Ltd.	37	15	913421
66200	\$531.34	\$379.90	\$120.10	\$500.00	Amasco Construction Ltd.	36	15	913421
66300	\$531.34	\$379.90	\$120.10	\$500.00	Amasco Construction Ltd.	35	15	913421
66400	\$531.34	\$379.90	\$120.10	\$500.00	Amasco Construction Ltd.	34	15	913421
66500	\$531.34	\$379.90	\$120.10	\$500.00	Amasco Construction Ltd.	33	15	913421
66600	\$531.34	\$379.90	\$120.10	\$500.00	Amasco Construction Ltd.	32	15	913421
66700	\$531.34	\$379.90	\$120.10	\$500.00	Amasco Construction Ltd.	31	15	913421
66800	\$531.34	\$379.90	\$120.10	\$500.00	Amasco Construction Ltd.	30	15	913421
66900	\$531.34	\$379.90	\$120.10	\$500.00	Amasco Construction Ltd.	29	15	913421
67000	\$531.34	\$379.90	\$120.10	\$500.00	Amasco Construction Ltd.	28	15	913421
67100	\$531.34	\$379.90	\$120.10	\$500.00	Amasco Construction Ltd.	27	15	913421
67200	\$531.34	\$379.90	\$120.10	\$500.00	Amasco Construction Ltd.	26	15	913421
67300	\$531.34	\$379.90	\$120.10	\$500.00	Amasco Construction Ltd.	25	15	913421
67400	\$531.34	\$379.90	\$120.10	\$500.00	Amasco Construction Ltd.	24	15	913421
67500	\$531.34	\$379.90	\$120.10	\$500.00	Amasco Construction Ltd.	23	15	913421
67600	\$531.34	\$379.90	\$120.10	\$500.00	Amasco Construction Ltd.	22	15	913421
67700	\$531.34	\$379.90	\$120.10	\$500.00	Amasco Construction Ltd.	21	15	913421
67800	\$531.34	\$379.90	\$120.10	\$500.00	Amasco Construction Ltd.	20	15	913421
67900	\$531.34	\$379.90	\$120.10	\$500.00	Amasco Construction Ltd.	19	15	913421
68000	\$531.34	\$379.90	\$120.10	\$500.00	Amasco Construction Ltd.	18	15	913421
68100	\$533.95	\$369.89	\$130.11	\$500.00	Amasco Construction Ltd.	17	15	913421
70100	\$526.12	\$399.92	\$100.08	\$500.00	Amasco Construction Ltd.	26	2	913421
70200	\$520.89	\$419.93	\$80.07	\$500.00	Amasco Construction Ltd.	25	2	913421
70300	\$520.89	\$419.93	\$80.07	\$500.00	Amasco Construction Ltd.	24	2	913421
70400	\$520.89	\$419.93	\$80.07	\$500.00	Amasco Construction Ltd.	23	2	913421
70500	\$520.89	\$419.93	\$80.07	\$500.00	Amasco Construction Ltd.	22	2	913421
70600	\$520.89	\$419.93	\$80.07	\$500.00	Amasco Construction Ltd.	21	2	913421
70700	\$520.89	\$419.93	\$80.07	\$500.00	Amasco Construction Ltd.	20	2	913421
70800	\$520.89	\$419.93	\$80.07	\$500.00	Amasco Construction Ltd.	19	2	913421
70900	\$520.89	\$419.93	\$80.07	\$500.00	Amasco Construction Ltd.	18	2	913421
71000	\$520.89	\$419.93	\$80.07	\$500.00	Amasco Construction Ltd.	17	2	913421
71100	\$520.89	\$419.93	\$80.07	\$500.00	Amasco Construction Ltd.	16	2	913421
71200	\$520.89	\$419.93	\$80.07	\$500.00	Amasco Construction Ltd.	15	2	913421
71300	\$533.95	\$369.89	\$130.11	\$500.00	Amasco Construction Ltd.	14	2	913421
71400	\$533.95	\$369.89	\$130.11	\$500.00	Amasco Construction Ltd.	13	2	913421
71500	\$533.95	\$369.89	\$130.11	\$500.00	Amasco Construction Ltd.	12	2	913421
71600	\$533.95	\$369.89	\$130.11	\$500.00	Amasco Construction Ltd.	11	2	913421
71700	\$533.95	\$369.89	\$130.11	\$500.00	Amasco Construction Ltd.	10	2	913421
71800	\$533.95	\$369.89	\$130.11	\$500.00	Amasco Construction Ltd.	9	2	913421
71900	\$533.95	\$369.89	\$130.11	\$500.00	Amasco Construction Ltd.	8	2	913421
72000	\$533.95	\$369.89	\$130.11	\$500.00	Amasco Construction Ltd.	7	2	913421
72100	\$533.95	\$369.89	\$130.11	\$500.00	Amasco Construction Ltd.	6	2	913421
72200	\$533.95	\$369.89	\$130.11	\$500.00	Amasco Construction Ltd.	5	2	913421
72300	\$533.95	\$369.89	\$130.11	\$500.00	Amasco Construction Ltd.	4	2	913421
72400	\$533.95	\$369.89	\$130.11	\$500.00	Amasco Construction Ltd.	3	2	913421
72500	\$533.95	\$369.89	\$130.11	\$500.00	Amasco Construction Ltd.	2	2	913421
72600	\$533.95	\$369.89	\$130.11	\$500.00	Amasco Construction Ltd.	1	2	913421

\$24,894.57 \$18,155.49 \$5,344.51

To: Mayor and Council
From: Chief Administrative Officer
Date: June 19, 2023
Purpose: Request For Decision
Subject: Request to Reduce / Waive Tax Roll Penalties

Summary:

A Property Owner has written to Council requesting that penalties accrued on the Tax Roll be reduced / waived.

Background and Discussion:

On June 6, 2023, Administration received a letter (See Attachment 'A') from a Property Owner requesting that Council consider reducing / waiving penalties applied to the Tax Roll.

In reviewing the transaction history, Administration notes that Property Tax Penalties have been applied in 2014, 2015, 2018, 2019, 2020, 2021, and 2022, with Utility Account Arrears being transferred to the Tax Roll in 2022 and 2023.

As of June 1, 2023, the Tax Roll balance is \$9,450.51, including:

- \$6,839.14 in Property Taxes (2022 and 2023 Levies)
- \$1,525.16 in Utility Account Arrears (2022 and 2023 Transfers to Tax Roll)
- \$1,086.21 in Penalties

As a best practice, Administration does not recommend waiving taxes, fees, or other sources of revenues for individuals or groups on the basis that the costs associated with those waivers benefit the few at the cost of the many.

Financial Implication(s):

No tangible financial implication(s).

Recommendation:

Administration offers two recommendations for Council's consideration:

1. Decline the request to reduce / waive the Tax Roll penalties incurred to date.
2. Direct Administration to establish a payment agreement with the Property Owner, up to 12-months in length, and waive future penalties so long as the terms of the payment agreement are adhered to.

Recommendation Motion(s):

Option #1:

Motion #1: **THAT** the request to reduce or waive penalties be respectfully denied.

And / Or

Motion #2: **THAT** Administration work with the Property Owner to establish a payment plan of up to 12-months in length, with future penalties on the current balance being waived if the terms of the agreement are adhered to.

Option #2:

As determined by Council.

Respectfully submitted,

"Doug Hafichuk"

Chief Administrative Officer

ATTACHMENTS:

Attachment 'A' – Letter from Property Owner.

Item I2 – Attachment 'A'

Letter from Property Owner

Request to review late payment fines of property tax.

[REDACTED]
[REDACTED] Irricana
TOM1B0

Dear members of council,

We have been very late in payment of our property taxes. Something that is completely our own fault. And something I would like to remedy before June 30th in full.

I am writing in hope that we may be considered for a reduction in late fees which have accrued to a large amount.

Last year, I lost my father and my wife was hospitalized. She took care of all taxes with Irricana. She is doing great now but still has some work ahead of her. I am sharing this not as an excuse, but as a reason that when it fell upon me to have these paid, I had assumed it was automatic. Monthly. I was not checking my mail box; in complete honesty I work hard but was totally naive to the day to day paying bills of our property.

I am now more in control and aware of what I have to pay and when and where to check, this will not happen again.

We have been property owners in Irricana since 2008. We had both of our children there and haven't had any issues whilst my wife was at the helm. I hope that this might be considered when I request that the late fees are waived for us on this occasion. Any future late payments, I will accept full responsibility of (there wont be any), but in this case I hope that you might spare my naivety the cost of the accrued penalties.

Kind regards,

[REDACTED]

To: Mayor and Council
From: Chief Administrative Officer
Date: June 19, 2023
Purpose: Request For Decision
Subject: Tri-Community Peace Officer Initiative Agreement

Summary:

In response to Motion 44:23 (February 21, 2023), Administration has negotiated an agreement with the Villages of Beiseker and Acme to implement the Tri-Community Peace Officer Program and is seeking Council's approval to execute the agreement.

Background and Discussion:

Background

The Town of Irricana has been without dedicated Bylaw enforcement since 2018, relying instead on Administrative interventions to address complaints and compliance issues.

The current approach has led to a widespread disregard for Town Bylaws, particularly the Community Standards Bylaw (Bylaw 007:2012), the Traffic Bylaw (Bylaw 003:2016), and the Animal Control Bylaw (001:2017).

While the status quo comes with no operating cost, lack of enforcement results in the deterioration of community standards and behaviors to the detriment of individual residents and the community as a whole.

Further, the lack of dedicated enforcement has also led to a perception amongst a subset of residents that 'Anything goes' while leaving the broader public feeling frustrated and, in some cases, even abandoned by the municipality.

Improvements to bylaw enforcement were identified as a critical initiative during the recruitment of a permanent Chief Administrative Officer in the fall of 2022 and has remained a clear priority from Council since that time.

In early-2023, Administration began exploring options to improve bylaw enforcement. Three options were presented to Council (February 21, 2023) and resulted in Motion 44:23, stating:

"...that Council support the Tri-Community Peace Officer Program and direct Administration to negotiate the underlying agreements required to implement it, and to report back to Council when complete."

Tri-Community Peace Officer Agreement

Chief Administrative Officer's for the Village of Beiseker, Village of Acme, and the Town of Irricana have worked collaboratively to produce an agreement to share a permanent, full-time Peace Officer between the three communities.

Core aspects of the Agreement:

1. Initial 3-year term, annual review, renewal option

The agreement shall be in effect from July 1st, 2023 to June 30th, 2026 (inclusive). During the term, Partners shall meet at least one time per year to discuss the execution of the agreement and, if necessary, determine changes.

2. Administration Through the Village of Beiseker

The Village of Beiseker will oversee the day-to-day operations of the Peace Officer on the basis that it already has the necessary Provincial appointments and administrative processes in place.

3. Mutual Indemnification and Independent Liability

The respective municipalities have provided for mutual indemnification, and each municipality must carry its own liability insurance (no shared cost / coverage).

4. Funding Mechanism for Capital Replacement

Partners have agreed that up to \$15,000 per year (from Provincial Tickets) will be placed in a Capital Replacement Reserve, managed by the Village of Beiseker, to ensure sufficient funds are available for capital replacement needs.

Should the Agreement be terminated, those funds will be distributed to the Partners using the 40/40/20 split.

5. Distribution Mechanism(s) for Revenue

The core principle is that funds generated through ticketing by a specific municipality will be remitted to that municipality.

6. Reporting Requirements and Statistics

As the Administrator, the Village of Beiseker will provide a quarterly service report to describe the activities undertaken within each community.

7. Autonomy in Enforcement Priorities, Bylaws

The Partners will work collaboratively to harmonize bylaws and enforcement approaches where practical, however each municipality is free to establish its own enforcement priorities and determine its own balance between education and ticketing.

Collective Approach to Approval

To ensure that each Municipal Council is provided with the same baseline information to support decision-making, the Chief Administrative Officer's have assembled a general proposal (See Attachment 'A').

This material was presented to Councils for Beiseker and Acme on June 12, 2023, with both Council's choosing to approve entering into the tri-party agreement.

Financial Implication(s):

No financial implications. The approved 2023 Town Budget includes the necessary funding to implement the agreement as presented.

Recommendation:

Administration recommends entering into the Tri-Community Peace Officer Agreement, as presented.

Recommendation Motion(s):

Option #1:

Motion #1: **THAT** the Council for the Town of Irricana agrees to enter into the Tri-Community Peace Officer Program Agreement with the Village of Beiseker and the Village of Acme as presented.

Option #2:

As determined by Council.

Respectfully submitted,

"Doug Hafichuk"

Chief Administrative Officer

ATTACHMENTS:

Attachment 'A' – Council Proposal

Attachment 'B' – Tri-Community Peace Officer Agreement

Item I3 – Attachment ‘A’

Council Proposal



TRI-COMMUNITY ENFORCEMENT SERVICES PROPOSAL

JUNE 2023
Town of Irricana
Village of Beiseker
Village of Acme

Executive Summary

Early in 2023 the Councils of Beiseker, Irricana and Acme authorized the CAO's to meet to discuss the possibility of the three communities joining together to create a full-time Peace Officer position that would provide Enforcement Services for the three municipalities.

The CAO's have met a number of times to discuss what this would look like, costs occurring and based on Council feedback, the focus of the officer's duties. The focus options included Bylaw Enforcement, Traffic, Community Engagement, Animal Control and Awareness Activities.

The CAO's are bringing this report to their respective councils with a request for approval of the attached Tri Community Enforcement Services Agreement. A motion to accept would move this program forward with an initial 3-year commitment. The proposed start date for this project is July 1, 2023. Beiseker will be responsible for the initiation of the hiring process.

The cost sharing proposal is that the Town of Irricana be 40%, Village of Beiseker be 40% and the Village of Acme be 20%. This allocation would be consistent with cost sharing on the approved budget, as well as Peace Officer time allocation spent in each community.

The proposal is that the Peace Officer would be on a 4-day 10 hour rotation with 4 days off and then a rotation of 4 days on. There would be 2 different time structures for a day on. An early morning and mid-day start are the 2 options being explored. This would be done administratively.

The motion before Council will read:

That the Council for _____ agrees to enter into the Tri-Community Peace Officer Program Agreement with _____ and _____ as presented.

Each Councils motion will be the same with the appropriate community in each place.

Budget

The proposed budget :

YEAR	2021	2022	2023/24	2024/25	2025/26	2026/27
TOTAL	35,515.19	47,102.27	115,016.00	128,441.00	130,792.00	133,186.00
Acme			23003.2	25688.2	26158.4	26637.2
Beiseker/Irricana			46006.4	51376.4	52316.8	53274.4

This budget would run from July 1 to June 30 for each year. For the fiscal budget the CAO will take 50% of the total from each year and allocate accordingly.

Revenues from Peace Officer enforcement are not guaranteed and do not form a portion of the budget. Any revenues derived from the program will be allocated as per the Tri-Community Enforcement Services Agreement.

Advantages and Challenges

The advantages to this program will be to have consistent Bylaw and Traffic Enforcement for the communities at an affordable level. With a consistent officer there is the opportunity to be proactive in enforcement and education rather than reactive through fines and penalties.

Each community will retain direction over the Officer while performing enforcement services in their jurisdiction.

The challenge is that will be a solo officer position and there is the possibility of vacancy of position during the term of the agreement. Peace Officer positions can be difficult to fill.

Conclusion

The opportunities resulting from this program include a collaborative approach to fulfill the need for local enforcement at a reasonable cost for ratepayers of all three municipalities.

Item I3 – Attachment ‘B’

Tri-Community Peace Officer Agreement

TRI COMMUNITY ENFORCEMENT SERVICES AGREEMENT

This agreement made this ____ day of _____ 2023.

Between:

Village of Beiseker

A Municipal Corporation in the Province of Alberta,
OF THE FIRST PART

AND

Town of Irricana

A Municipal Corporation in the Province of Alberta,
OF THE SECOND PART

AND

Village of Acme

A Municipal Corporation in the Province of Alberta,
OF THE THIRD PART

WHEREAS, the Village of Beiseker employ Peace Officer(s), and

WHEREAS, the Municipalities are desirous of establishing an agreement to share Peace Officer services for the purpose of providing Enforcement Services for municipal bylaws and conducting traffic operations in line with *Alberta Traffic Safety Plan 2015* to ensure education and enforcement is present in the communities, and

WHEREAS, the *Alberta Traffic Safety Plan 2015* is also aligned with national and international Traffic Safety efforts to encourage safer drivers, safer vehicles, and safer roads, and

WHEREAS, the Village of Beiseker will seek from the Alberta Justice and Solicitor General the appointment of Peace Officer(s) having jurisdiction for their appointed statutes within the municipalities, and

WHEREAS, the Peace Officer Act R.S.A 2007, being Chapter P-3.5 requires that an agreement be entered into between all the municipalities.

NOW THEREFORE, this agreement witnesses that in consideration of the terms and conditions contained in this agreement the municipalities set out as follows:

1. The terms of this agreement shall be in effect for the period commencing **July 1st, 2023**, and expiring **June 30th, 2026**.
2. The **Village of Beiseker** agrees to provide the **Town of Irricana** and the **Village of Acme**, Enforcement Services through this Enforcement Services Agreement. The Peace Officer will be appointed thru the **Village of Beiseker**.
3. Enforcement Services to be provided to the **Town of Irricana**, and the **Village of Acme**:
 - a. Enforcement of municipal bylaws within the boundaries of the **Town of Irricana** and the **Village of Acme**.
 - b. Enforcement of legislation as it relates to the Peace Officers appointment.

- c. Enforcement services related to community engagement, animal control and/or awareness activities when/where possible based on the Peace Officer's knowledge, skill set and available resources.
 - d. The fulfillment of the preceding:
 - i. shall be in accordance with the Village of Beiseker's Peace Officer Policies and Procedures as amended from time to time; and
 - ii. shall be in accordance with the mutually agreed upon annual budget and Officer time schedule as amended from time to time.
- 4. All remedial expenses including Peace Officer and Administration costs relating to bylaw infractions will be the debt of the municipality in which the infraction occurred.
 - 5. Each municipality shall maintain general liability insurance coverage covering the Enforcement Services provided under this agreement.
 - 6. Each municipality acknowledges that any complaint with respect to the provision of the Enforcement Services pursuant to this agreement, shall be received in writing by the municipality where the complaint is received and immediately forwarded to the Village of Beiseker's Enforcement Services Sergeant designated to receive such complaints pursuant to the disciplinary policies in place for the department.
 - 7. Each municipality will forward in writing to the Village of Beiseker's Enforcement Services Sergeant, any complaint or investigation related to a bylaw or any other legislation that requires action, Enforcement Services may request the completion of a formal complaint form.
 - 8. When Peace Officers encounter a situation requiring investigation in any of the municipalities:
 - a. The Peace Officer will first create a file.
 - b. The Peace Officer will investigate and/or act regarding the file in accordance with the direction of the Chief Administrative Officer of the municipality that the file pertains to, and always in accordance with Enforcement Service's Policies and Procedures and any other legislation.
 - c. The Chief Administrative Officer of the respective municipality will email Enforcement Services with the determined direction that was given to the Peace Officer regarding the situation.
 - d. If the respective municipality determines to investigate the situation internally, written notification will be sent to Enforcement Services and the file will be updated accordingly.
 - 9. Each municipality agrees to indemnify and save harmless the other municipality (or their agents, servants, officers, elected officials or employees) with respect to any claim, action, suit, proceeding or demand including those related to negligence, made or brought against the municipality (or any of them, their agents, servants, officers, elected officials, or employees) by the third party with respect to any occurrence, incident, accident or happening relating to the provisions of Enforcement Services pursuant to this agreement, excepting any occurrence, incident, accident involving negligence or intentional torts by each municipality (or their agents, servants, elected officials or employees).

10. Enforcement Services will provide every three (3) months, a service report to the Chief Administrative Officer's of each municipality outlining the number of incidents, incident type, files prepared, status of the files, and the number of public enforcement contacts. At minimum, monthly contact will be made with the Chief Administrative Officer's of each municipality to review statistical reports and discuss areas of community concern.
11. Proceeds generated through any Provincial Violation Ticket issued under this agreement shall be managed by the Village of Beiseker:
 - a. The Village of Beiseker will report the annual amount of proceeds from Provincial Tickets at year end to the other municipalities and proceeds will be managed as per the following:
 - i. The Village of Beiseker will retain the first \$22,450 (adjusted annually by 2%)
 - ii. The following \$15,000 shall be placed in a Capital Replacement Reserve established and managed by the Village of Beiseker.
 - iii. The remainder of the balance shall be returned to the three municipalities at the same ratio as their contribution.
12. Any proceeds generated through any Municipal Violation Tag shall be retained by the municipality where it was generated.
13. If the Authorization to employ Peace Officers for the Village of Beiseker is terminated by the Alberta Public Safety and Emergency Services, then this agreement will be immediately terminated:
 - a. Any termination with this will result in any accumulated funds in the capital reserve will be divided as per the contribution ratio to the municipalities.
 - b. All capital equipment sold will be divided as per the purchasing entity. This is in recognition that Beiseker as the originating agency will have purchased equipment that will be used through this agreement.
14. Notwithstanding Clause 12 above, any party may terminate this agreement without cause by providing one (1) year written notice to the Village of Beiseker:
 - a. If any municipality terminates this agreement, the Alberta Public Safety and Emergency Service's office will be immediately advised of the termination and instructed to amend the Peace Officers appointment by removing the terminated municipalities jurisdiction.
 - b. No capital reserves shall be provided to any individual municipality that terminates the agreement.
 - c. Should all three municipalities terminate mutually the agreement, capital reserves will be shared equally between the municipalities.
 - d. Should any single municipality terminate this agreement, proceeds received for the twelve months following termination will be calculated and paid out to that municipality.

15. This agreement will be reviewed annually by the Chief Administrative Officers and may be renewed for an additional three-year term.
16. Administration of the three municipalities will ensure there is an annual budget, complaint form and Officer Schedule in place.

IN WITNESS OF THE FOREGOING, the parties have executed this Agreement as of the day and year set forth below.

Dated this the _____ day
of _____ 2023

at the _____ of _____,
in the Province of Alberta.

Town of Irricana

Jim Bryson MAYOR

Doug Hafichuk CAO

Dated this the _____ day
of _____ 2023

at the _____ of _____,
In the Province of Alberta.

Village of Acme

Bruce McLeod MAYOR

Gary Sawatzky CAO

Village of Beiseker

Warren Wise MAYOR

Heather Leslie CAO

To: Mayor and Council
From: Chief Administrative Officer
Date: June 19, 2023
Purpose: **Provided for Information**
Subject: Chief Administrative Officer Report

Summary:

This report from the CAO provides a high-level summary of key Administrative and Public Works activities from May 11, 2023 to June 14, 2023.

Background and Discussion:

The Chief Administrative Officer provides updates to Council on key initiatives, issues, and activities which may impact the Community or Council decision making, and this report emphasizes activities between May 11, 2023 and June 14, 2023.

Key Meetings & Discussions

1. Administration met with Pioneer Acres to discuss plans for a new road approach into their lands from Township Road 274. Construction of Meadowlark Trail requiring closing a previously used access point.
2. Administration met with Al Thom (Amasco Construction) to discuss the ongoing subdivision development, sales activities, and a request to waive Minimum Property Tax requirements for unserved lots.
3. Administration met with Rick Ball, representing NERSA, to discuss the organization's desire to construct a Sports Complex within Irricana, including a presentation to Council.
4. Administration met with Rocky View Utility Corp to discuss the finalization of an agreement to operate the Town of Irricana's Water and Wastewater Systems, and begin scoping operational objectives approved in the 2023 Town Budget.

Economic Development Activities

1. The Town's application to the Green Municipal Fund (Grant) to cover costs associated with the Waste-Energy Feasibility Study is complete in draft form, but final approval and submission has been delayed due to scheduling issues. Submission is expected by June 23, 2023.
2. Administration met with representatives of the Prairie View Conceptual Scheme to discuss next steps and scheduling, including the preparation of a development agreement. Discussions to continue towards a 'Working Goal' of having a development agreement in place in 2023.

Administrative Activities

1. 2023 Property Tax Notices were issued on May 25, 2023, with payment due on or before June 30, 2023.
2. Municipal Affairs was updated on the status of remaining Municipal Accountability Program (MAP) items and the Town has received positive feedback.

Generally, the only significant item remaining is the passing of an updated Land Use Bylaw.

3. Review of the Irricana Land Use Bylaw is underway and was discussed at a Committee of the Whole meeting on June 6, 2023. An updated Land Use Bylaw is expected to come to Council in September 2023.
4. Pricing contained within the Offsite Levy Bylaw (Bylaw 013:2007) is being revised to ensure that levy collection is sufficient. The update is expected to come before Council in August 2023.
5. Collective bargaining has resumed between the Town of Irricana and CUPE Local 37. The parties have exchanged discussion topics / positions and are scheduled to meet in person on June 22, 2023.
6. A thorough review of Town agreements is underway, including Service Agreements, Operational Agreements, and Leases. The review is expected to be completed in July 2023 and help prioritize agreements requiring action.
7. The Tri-Community Peace Officer Agreement has been completed between the Town of Irricana, Village of Beiseker, and the Village of Acme. Beiseker and Acme have both approved the agreement, with Irricana to be determined.
8. Administration has seen a significant increase in bylaw-related complaints, largely related to the Community Standards and Traffic bylaws.

9. The changeover of Managed IT Services continues to move smoothly, and an initial Technology Roadmap has been reviewed with Vincovi.

Of note, the Town has received/installed new firewall hardware and addressed issues that were interfering with the use of the Electronic Sign installed on the Public Works building.

10. Planning / Scheduling for the redevelopment of the Town Website has officially begun. Redevelopment is expected to take approximately 16-18 weeks, with the new website expected to launch in September or October.

The existing Irricana.com website will continue to be used as a communication resource, but will not receive further significant updates / modifications.

Public Works Activities

1. Realignment of Public Works has been initiated to reflect the 'Line of Service' concept and enable the completion of documentation and process improvement initiatives.
2. Planning has begun for the (continuous) execution of the Water Meter Replacement Program. The program seeks to simplify meter reading and reduce service calls by replacing up to 50 existing water meters per year.
3. Flower planting is complete and seasonal landscaping underway for the 2023 season.
4. Quotations have been received for rodent (gopher) and weed control in Town greenspaces. Vendor selection and activity is expected to be complete by the end of June 2023.
5. Fire and Safety Inspections for all Town Facilities have been completed. Minor modifications are required to the fire suppression system in the Community Hall kitchen, however no significant issues were identified in Town Facilities.
6. Municipal Facilities have been reviewed by the Town's Insurer to update Replacement Values and ensure that the Town is adequately insured.
7. Sports flooring has been installed in the Irricana Recreation Center for the 2023 Summer Season.
8. The Irricana Splash Park has opened for the 2023 Summer Season. A new activator was installed (approx. \$1,000) to address damage sustained in 2022.
9. Repair of the sinkhole at the SE Corner of 2 Street and 2 Avenue has been completed, including grouting a catch basin that was leaking and allowing for underground erosion.

Financial Implication(s):

No financial implications. The report is provided for information only.

Recommendation:

Administration recommends that the report be received for information.

Recommendation Motion(s):

Option #1:

Motion #1: **THAT** the Chief Administrative Officer Report be received for information.

Option #2:

As determined by Council.

Respectfully submitted,

“Doug Hafichuk”

Chief Administrative Officer

ATTACHMENTS:

No Attachments