AGENDA
BIRCH HILLS COUNTY
REGULAR COUNCIL MEETING
TO BE HELD IN THE
WANHAM BIRCH HILLS COUNTY OFFICE
October 25, 2018

1. CALL THE MEETING TO ORDER

2. ADOPTION OF THE AGENDA

3. ADOPTION OF THE MINUTES
a. October 11, 2018 Regular Council Meeting Minutes (Page 3)
b. October 12, 2018 Special Council Meeting Minutes (Page 4)

4. DELEGATIONS – None

5. COUNCILLOR REPORTS
a. Reeve Manzulenko (Ward 4)
b. Deputy Reeve Carbone (Ward 7)
c. Councillor Wendland (Ward 2) (Page 20)
d. Councillor Reum (Ward 3)
e. Councillor Duvall (Ward 5)
f. Councillor Joudrey (Ward 6)

6. CHIEF ADMINISTRATIVE OFFICER REPORT
a. CAO Report (To Be Distributed At/or Prior To Meeting)
b. CAO Action Log (Page 11)

7. BYLAWS
a. Land Use Bylaw 2018-08 (Page 17)

8. BUSINESS ARISING OUT OF THE MINUTES (UNFINISHED BUSINESS)
None

9. NEW BUSINESS
a. Road Inspectors Contract 2018 (Page 22)
b. PREDA Board of Directors (Page 38)

10. FOR INFORMATION
a. Minutes from 2018 Tax Sale October 1, 2018 (Page 42)

11. CORRESPONDENCE
a. Letter dated October 10, 2018 from Northern Sunrise County re Support for Extension Request for Intermunicipal Collaboration Frame Work (ICF) and Intermunicipal Development Plan (IDP) (Page 43)

12. IN-CAMERA - None

NEXT REGULAR COUNCIL MEETING DATE – November 8, 2018

MINUTES OF A REGULAR COUNCIL MEETING FOR BIRCH HILLS COUNTY HELD IN THE COUNCIL CHAMBERS OCTOBER 11, 2018

Present:

CAO	Hermann Minderlein
Legislative Officer	Shawna Schwerdt

Absent:

Reeve	Gerald Manzulenko
Deputy Reeve	Terry Carbone
Councillor	Deanne Wendland
Councillor	Paul Reum
Councillor	Denise Joudrey

CALL TO ORDER

CAO Minderlein called the meeting to order at 9:00 a.m.

CAO Hermann Minderlein exited the meeting at 9:00 a.m.

CAO Hermann Minderlein entered the meeting at 9:24 a.m.

ADJOURNMENT

Being that there was no attendance, therefore no quorum, CAO Minderlein adjourned the meeting at 9:30 a.m.

Unapproved

Original to be signed
GERALD MANZULENKO
REEVE

Original to be signed
HERMANN MINDERLEIN
CAO

MINUTES OF A SPECIAL COUNCIL MEETING FOR BIRCH HILLS COUNTY HELD IN THE COUNCIL CHAMBERS OCTOBER 12, 2018

Present:

Reeve	Gerald Manzulenko
Deputy Reeve	Terry Carbone
Councillor	Deanne Wendland
Councillor	Paul Reum
Councillor	Mel Duvall
Councillor	Denise Joudrey
CAO	Hermann Minderlein
Recording Secretary	Lucy Stevenson

Absent:

Beverly Lomosad from the Signal entered the meeting at 8:58 a.m.

CALL TO ORDER

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

Deputy Reeve Carbone entered the meeting at 9:03 a.m.

ADOPTION OF AGENDA

RC18-329 Moved by Councillor Joudrey that Council adopt the agenda of the October 12, 2018 Special Council Meeting as amended by the removal of item 4.a Sergeant Ryan Frost, Detachment Commander, RCMP Spirit River Detachment.

CARRIED

ADOPTION OF MINUTES

Regular Council Meeting September 13, 2018

RC18-330 Moved by Deputy Reeve Carbone that Council approve the minutes of the September 13, 2018 Regular Council Meeting as corrected by replacing:
"**RC18-318 Moved by Councillor** that Council open"
with:
"**RC18-318 Moved by Councillor Reum** that Council open".

CARRIED

Unapproved

Special Council Meeting September 20, 2018	**RC18-331 Moved by Councillor Wendland** that Council approve the minutes of the September 20, 2018 Special Council Meeting as presented.
	CARRIED
Special Council Meeting September 21, 2018	**RC18-332 Moved by Councillor Reum** that Council approve the minutes of the September 21, 2018 Special Council Meeting as presented.
	CARRIED

DELEGATIONS

COUNCILLOR REPORTS

Reeve Manzulenko	No report.
Deputy Reeve Carbone	No report.
Councillor Wendland	Councillor Wendland provided a verbal update to the written report she provided to Council regarding the Peace Region Economic Development Alliance meeting she attended on September 20 & 21, 2018 in Fox Creek.
Councillor Reum	No report.
Councillor Joudrey	Councillor Joudrey provided a verbal update to the written report she provided Council regarding the Peace Library System she attended on September 15 in Grande Prairie and the Central Peace Professional Attraction and Retention meeting she attended on October 10, 2018 in Spirit River.
	RC18-333 Moved by Councillor Duvall that Council accept the Councillors' Reports for information.
	CARRIED

CHIEF ADMINISTRATIVE OFFICER'S REPORTS

CAO Report	CAO Minderlein provided Council with a verbal update to his written report that included correspondence and events since the last Regular Council Meeting of September 13, 2018.

Unapproved

RC18-334 Moved by Councillor Duvall that Council receive the CAO's written report and verbal update for information.

CARRIED

RC18-335 Moved by Councillor Wendland that Council authorize the closure of the Birch Hills County Office on the afternoon of November 14, 2018 for a Team Building event and direct that Administration advertise the closure.

CARRIED

RC18-336 Moved by Councillor Joudrey that Council authorize a donation of $200 to the Grande Spirit Foundation in memory of Claude Lagace, Mayor of the Town of Sexsmith and Chairman of the Grande Spirit Foundation.

CARRIED

CAO Action Log

Council reviewed the CAO Action Log updated to October 5, 2018 provided in the Agenda Package.

RC18-337 Moved by Deputy Reeve Carbone that Council receive the CAO Action Log for information.

CARRIED

Meeting was recessed at 10:10 a.m.

Meeting was resumed at 10:18 a.m.

BYLAWS

None.

UNFINISHED BUSINESS

None.

NEW BUSINESS

Dispatch Services Agreement

Council was presented with a request received from the City of Grande Prairie Fire Department for the renewal of Birch Hills County Dispatch Service Agreement.

RC18-338 Moved by Councillor Duvall that Council authorize Birch Hills County to enter into an agreement for the City of Grande Prairie to provide the County with Emergency Fire Dispatch Services for a five-year term beginning in 2019 through to, and including 2023.

CARRIED

Unapproved

ATB Investment Policy Statements	Council was presented with a copy of the Current ATB Investment Policy Statement (IPS) agreement for accounts 0504 and 0508. **RC18-339 Moved by Councillor Joudrey** that Council authorize Administration to sign the new three-year ATB Investment Policy Statements dated September 11, 2018 for accounts 0504 and 0508. **CARRIED**
Request for Letter of Support – Saddle Hills County re- ICF	Council was presented with a request received from the Saddle Hills County for support for their application for grant funding through the Intermunicipal Collaboration (IC) Component of the Alberta Community Partnership Grant program. **RC18-340 Moved by Councillor Wendland** that Council support the Saddle Hills County's application to the Alberta Community Partnership Grant Program Intermunicipal Collaboration Component for assistance in developing an Intermunicipal Collaboration Framework and Intermunicipal Collaboration Bylaw as required by the Province of Alberta within the modernized Municipal Government Act. **CARRIED**
2018 Peace Region ASB Conference	Council was provided with information regarding the 2018 Peace Region Agriculture Service Board Conference and requesting confirmation on attendance and travel arrangements. **RC18-341 Moved by Deputy Reeve Carbone** that Council authorize Reeve Manzulenko, Deputy Reeve Carbone, and Councillors Wendland, Duvall, and Joudrey to attend the Peace Region ASB Conference on October 29, 2018 in Clear Hills County with one day honorarium payable to each member attending and approved travel arrangements to be in a Birch Hills County vehicle driven by either Agricultural Fieldman or Assistant Agricultural Fieldman with the voting members to initially be listed as Reeve Manzulenko and Deputy Reeve Carbone, subject to attendance. **CARRIED**
Municipal Library Board Resignations	Council was presented with two resignations from members of the Birch Hills County Municipal Library Board.

Unapproved

RC18-342 Moved by Councillor Duvall that Council direct Administration to advertise for replacements that may be required for members at large to Birch Hills County Boards and Committees, including two (2) representatives to sit on the Birch Hills County Municipal Library Board for a three (3) year term and to bring the results back to the October 2018 Organizational Meeting.

CARRIED

FOR INFORMATION

Council was provided with a copy of the following information documents from Administration:

1. Bank Reconciliation for period ending September 30, 2018;
2. Website Statistics re July 1 to September 30, 2018
3. Subdivision and Development Appeal Board; Minutes from September 13, 2018.

RC18-343 Moved by Councillor Wendland that Council accept the information items for information.

CARRIED

CORRESPONDENCE

Council was provided with a copy of the following correspondence that had been received or sent by the County:

1. Letter dated May 29, 2018 re Minister of Municipal Affairs announcing 2018 MSI and GTF Allocations for Birch Hills County;
2. Letter dated July 24, 2018 from Minister of Municipal Affairs accepting amended 2017 Gravel Haul Project under MSI Program;
3. Letter dated September 11, 2018 from Clear Hills County to Minster of Agriculture and Agri-Food supporting County of Northern Lights Position and Concerns Regarding Genetically Modified Alfalfa;
4. Letter dated September 14, 2018 from Minister of Municipal Affairs Calling for Nominations- Minster's Awards for Excellence in Public Library Service;
5. Alberta Capital Finance Authority (ACFA) Request for Estimated 2019-2023 Capital Requirements;
6. Letter dated October 1, 2018 from Manager, VSI Services re AGM and response;

Unapproved

RC18-344 Moved by Councillor Joudrey that Council accept the correspondence provided for information.

CARRIED

RC18-345 Moved by Deputy Reeve Carbone that Council direct Administration to prepare a letter, for the Reeve's signature, to the Minister of Municipal Affairs to thank the Province for provision of the County's 2018 Municipal Sustainability Initiative (MSI) and Gas Tax Fund (GTF) allocations and acceptance of the amended 2017 Gravel Haul Project under MSI Program.

CARRIED

Meeting was recessed at 11:06 a.m.

Meeting was resumed at 11:18 a.m.

RC18-346 moved by Councillor Wendland that Reeve Manzulenko be authorized to reschedule the commencement of the Organizational and Regular Council Meetings from 9:00 a.m. on October 25, 2018 to 7:00 a.m. on October 25, 2018 if it is deemed appropriate to do so and that at least twenty-four-hour notice can be provided.

CARRIED

RC18-347 Moved by Councillor Joudrey that RC18-346 be rescinded.

CARRIED

RC18-348 Moved by Deputy Reeve Carbone to add to the agenda the amendment of the commencement time for the October 25, 2018 Council Meetings.

CARRIED

RC18-349 moved by Councillor Wendland that Reeve Manzulenko be authorized to reschedule the commencement of the Organizational and Regular Council Meetings from 9:00 a.m. on October 25, 2018 to 7:00 a.m. on October 25, 2018 if it is deemed appropriate to do so and that at least twenty-four-hour notice can be provided.

CARRIED

Unapproved

IN-CAMERA None.

ADJOURNMENT Being that there was no further business, Reeve Manzulenko adjourned the meeting at 11:27 a.m.

Original to be signed
GERALD MANZULENKO
REEVE

Original to be signed
HERMANN MINDERLEIN
CAO

Unapproved

Motion #	Motion	By	Action	Status
MEETING	**NOVEMBER 23, 2017 REGULAR COUNCIL MEETING**			
RC17-404	that Council direct Administration to: 1. post a copy of Bylaw 2017-08, the Code of Conduct Bylaw on the County's website; 2. to include a copy of Bylaw 2017-08, the Code of Conduct Bylaw in future nomination/election packages; and 3. bring the Procedural Bylaw No. 2014-06 back to Council at a future Governance meeting regarding the review requirements for Bylaw 2017-08, the Code of Conduct Bylaw.	Bev/Lucy/ Shawna Shawna Hermann	Post Bylaw to website Updated the nomination /election packages. Add Bylaw to future Governance Meeting Agenda	COMPLETED COMPLETED Incomplete
MEETING	**DECEMBER 14, 2017 REGULAR COUNCIL MEETING**			
RC17-428	that Council bring the policy - Personnel Handbook back to a future governance meeting.	Hermann		
MEETING	**FEBRUARY 15, 2018 REGULAR COUNCIL MEETING**			
RC18-062	that Council direct Administration not to proceed with the purchase of a County Vehicle and to conduct a review County's policies and bring back recommendations to Council at a future Governance Meeting as to changes that would encourage or require participants to conferences and meetings to travel together.	Shelley Hermann/ Shawna	Shelley updated 2018 Capital Budget	

Motion #	Motion	By	Action	Status
MEETING	**April 12, 2018 REGULAR COUNCIL MEETING**			
RC18-130	that Council direct Administration to research information related to the recognition of individuals and organizations, both voluntary and others, and bring their findings to a future Regular Council Meeting.	Hermann		
RC18-132	that Council provide 1st reading to Bylaw 2018-01, a Road Closure Bylaw and direct Administration to forward the bylaw to the Minister of Transportation for approval prior to bringing it back to Council for second reading.	Hermann		Sent to Minister awaiting response.
MEETING	**August 9, 2018 REGULAR COUNCIL MEETING**			
RC18-279	that Administration bring back Bylaw No. 2014-03 Birch Hills County Regional Fire Services Bylaw with Schedule of Fees and Charges to Council for review at a future Governance Meeting and/or Regular Council Meeting.	Hermann		
MEETING	**August 27, 2018 SPECIAL COUNCIL MEETING**			
RC18-295	that Council Direct Administration to bring the Payment of Honourarium Policy to a future Governance Meeting for review and discussion.	Hermann		
MEETING	September 13, 2018 REGULAR COUNCIL MEETING			
RC18-308	that Council direct Administration to advertise for two	Beverly	Advertise	Being brought back

Motion #	Motion	By	Action	Status
	representatives (one from Ward 5 and one from Ward 6) to serve on the Birch Hills County Recreation Board for a three (3) year term and to bring the results back to the October 2018 Organizational Meeting.			to Council for direction at Organizational Meeting
RC18-309	that Council have the 71-01-18 Recreation Operating Assistance Grant policy brought back to a future Governance meeting for review.	Hermann		
RC18-310	that Council direct administration to advertise the tender for Birch Hills County Landfills/Transfer Site Supervisor Contract with a closing date of no later than October 30th, 2018 at 2:00 p.m., to become effective January 1st, 2019 and that Council approves a 2 (two) year landfills/transfer site supervisor contract.	Beverly	Advertised and awaiting submissions.	
RC18-312	that Council provide the Eaglesham Fire Fighter Society with approval to store and serve alcohol at the Eaglesham Hall for their Barrels and Buckles Dance fundraiser event for November 17, 2018 provided that they obtain the proper insurances, permits and/or licenses to do so.	Hermann	Official letter attached to email to Tom on Sept 17.	
RC18-313	that Council approve of the provision of a Grant of an amount up to $125.00 to the Eaglesham Fire Fighter Society to be utilized to cover Eaglesham Hall rental for the Barrels and Buckles Dance fundraiser event planned for November 17, 2018 provided that the facilities and equipment are returned in good repair and to standard of	Hermann	Official letter attached to email to Tom on Sept 17.	

Motion #	Motion	By	Action	Status
	cleanliness that will be inspected and approved by the County's representatives.			
RC18-316	**RC18-316 Moved by Councillor Reum** that Council direct Administration to advertise for tenancy the property located at 4802 (4806) 52nd Street in Eaglesham, Alberta with availability date to be November 1, 2018 at a lease rate of $1000.00 per month plus all utilities and direct Administration to draw up a draft lease and bring it back to next Regular Council Meeting for Council's review and approval and to include, but not limit to, clauses to address the following: a) no subletting; b) 90 days' written notice to end the tenancy to exit lease; and c) a damage deposit equivalent to one month's rent	Hermann	Prepare Ad Draft Lease	
MEETING	October 12, 2018 SPECIAL COUNCIL MEETING			
RC18-335	that Council authorize the closure of the Birch Hills County Office on the afternoon of November 14, 2018 for a Team Building event and direct that Administration advertise the closure.	Shelley/Tracy		
RC18-336	that Council authorize a donation of $200 to the Grande Spirit Foundation in memory of Claude Lagace, Mayor of the Town of Sexsmith and Chairman of the Grande Spirit Foundation.	Shelley/Lisa		
RC18-338	that Council authorize Birch Hills County to enter into an agreement for the City of Grande Prairie to	Shawna/Hermann	Signed and submitted to City	COMPLETE

Motion #	Motion	By	Action	Status
	provide the County with Emergency Fire Dispatch Services for a five-year term beginning in 2019 through to, and including 2023.		for their signature.	
RC18-339	that Council authorize Administration to sign the new three-year ATB Investment Policy Statements dated September 11, 2018 for accounts 0504 and 0508.	Shelley		COMPLETED
RC18-340	that Council support the Saddle Hills County's application to the Alberta Community Partnership Grant Program Intermunicipal Collaboration Component for assistance in developing an Intermunicipal Collaboration Framework and Intermunicipal Collaboration Bylaw as required by the Province of Alberta within the modernized Municipal Government Act.	Hermann/Shelley/ Shawna	Letter drafted, signed, and sent	COMPLETED
RC18-341	that Council authorize Reeve Manzulenko, Deputy Reeve Carbone, and Councillors Wendland, Duvall, and Joudrey to attend the Peace Region ASB Conference on October 29, 2018 in Clear Hills County with one day honorarium payable to each member attending and approved travel arrangements to be in a Birch Hills County vehicle driven by either Agricultural Fieldman or Assistant Agricultural Fieldman with the voting members to initially be listed as Reeve Manzulenko and Deputy Reeve Carbone, subject to attendance.	Amanda/Kathrin	Registered	
RC18-342	that Council direct Administration to advertise for replacements that may be required for members at large to Birch Hills County Boards and Committees,	Hermann/Tracy		On Agenda for Organizational Meeting

Motion #	Motion	By	Action	Status
	including two (2) representatives to sit on the Birch Hills County Municipal Library Board for a three (3) year term and to bring the results back to the October 2018 Organizational Meeting.			
RC18-345	that Council direct Administration to prepare a letter, for the Reeve's signature, to the Minister of Municipal Affairs to thank the Province for provision of the County's 2018 Municipal Sustainability Initiative (MSI) and Gas Tax Fund (GTF) allocations and acceptance of the amended 2017 Gravel Haul Project under MSI Program.	Hermann/Shawna	Letter drafted, signed, and sent	COMPLETED
RC18-349	that Reeve Manzulenko be authorized to reschedule the commencement of the Organizational and Regular Council Meetings from 9:00 a.m. on October 25, 2018 to 7:00 a.m. on October 25, 2018 if it is deemed appropriate to do so and that at least twenty-four-hour notice can be provided.			No Action Taken - Meeting to Begin at 9:00 AM

Request for Decision (RFD)

Meeting:	Regular	**Reviewed/ Approved For Submission**	
Meeting Date:	October 25, 2018	**CAO:**	
Originated By:	Lucy Stevenson Tax/Dev. Clerk	**Manager:**	
Item Title:	LUB Amendment Bylaw 2018-08	**Presenter:**	Lucy Stevenson/ Shawna Schwerdt

DESCRIPTION:

Administration is presenting Council with Bylaw 2018-08, a bylaw to amend Land Use Bylaw 02-08. Staff is requesting that Council provide first reading to this Bylaw, and establish a date for a Public Hearing which is required before the Bylaw can be considered for subsequent reading.

BACKGROUND:

Staff has received a Land Use Bylaw Amendment application to rezone Lot 2 Block 3 Plan 1124394 from the district Agriculture Restricted to the district Hamlet Watino. The owner is selling the property and believes that the zone change would help to market the land.

RELEVANT LEGISLATION (Cite):

Municipal Government Act Revised Statutes of Alberta 2000 Chapter M-26

Sections 230(1) Public Hearings;
606(1) Requirements for advertising; and
692(1) Planning bylaws.

Birch Hills County Land Use Bylaw No. 02-08 and Amendments thereof
Section 8.2: The Amendment Process

ATTACHMENT(S):

Land Use Bylaw Amendment Application
Draft Bylaw 2018-08

OPTIONS:

Council may choose to:

1. provide 1st reading to the Land Use Bylaw Amendment Bylaw 2018-08 at this meeting and direct Administration to bring back the bylaw for 2nd and 3rd reading at the December 13, 2018 meeting and set December 13, 2018 as the date for the public hearing on the proposed bylaw;

2. table the Land Use Bylaw Amendment Bylaw 2018-08 as presented (or amended) to the December 13, 2018 regular Council meeting.

RECOMMENDED ACTION:

It is Administration's recommendation that Council:

1. provide 1st reading to the Land Use Bylaw Amendment Bylaw 2018-08;

2. set December 13, 2018 as the date for the public hearing on Land Use Bylaw Amendment Bylaw 2018-08; and

3. direct Administration to bring back Land Use Bylaw Amendment Bylaw 2018-08 for 2nd and 3rd reading at the December 13, 2018 meeting.

Application No. LUB-04-18-1

BIRCH HILLS COUNTY

Application For Land Use Bylaw Amendment

NAME OF APPLICANT: Her Majesty the Queen in the Right of Alberta by Minister of Infrastructure c/o Properties Division TELEPHONE: 780-415-1385

ADDRESS OF APPLICANT: 3rd Floor 6950 113 Street, Edmonton AB. T6H 5V7

NAME OF REGISTERED LANDOWNER (if different from applicant): _____

ADDRESS: _____ TELEPHONE: _____

LEGAL DESCRIPTION OF PROPERTY AFFECTED BY AMENDMENT:

Quarter _____ Section _____ Township _____ Range _____ Meridian _____

or

Lot 2 Block 3 Plan 1124394

DETAILS OF PROPOSED AMENDMENT:

From: Agriculture Restricted (AR) To: Hamlet Watino (HW)

If not reclassifying land, please specify the nature of the amendment: to allow for improved building placement of a single detached dwelling

REASONS SUPPORTING THE PROPOSED AMENDMENT:

Adjacent parcels are currently zoned under the Hamlet Watino (HW) District. The proposed HW District will allow for improved building siting for a single detached dwelling.

I/We enclose the required application fee of **$100.00.**

Signature of Applicant — Date: October 1, 2018.

Signature of Registered Landowner (If different from the Above) — Date

BYLAW NO. 2018-08

BEING A BYLAW OF BIRCH HILLS COUNTY IN THE PROVINCE OF ALBERTA TO AMEND THE BIRCH HILLS COUNTY LAND USE BYLAW NO. 02-08

WHEREAS Pursuant to the Municipal Government Act, Revised Statues of Alberta 2000, Chapter M-26, Council may amend a Land Use Bylaw, and;

WHEREAS The Council of Birch Hills County, in the Province of Alberta, has adopted Birch Hills County Land Use Bylaw No. 02-08, as amended, and;

WHEREAS The Council of Birch Hills County, in the Province of Alberta, has deemed it desirable to amend its Land Use Bylaw to provide for the rezoning of Lot 2 Block 3 Plan 1124394;

NOW THEREFORE Pursuant to Sections 230, 606 and 692 of the Province of Alberta Municipal Government Act, the Council of Birch Hills County, duly assembled, hereby enacts as follows:

1. The portion located in Lot 2 Block 3 Plan 1124394, as shown on attached Schedule "A", be re-designated from Agriculture Restricted (AR) District to Hamlet Watino (HW).

This Bylaw shall come into effect the date of the final passage thereof.

READ a first time this 25th day of October, 2018.

READ a second time this __ day of _____, 2018.

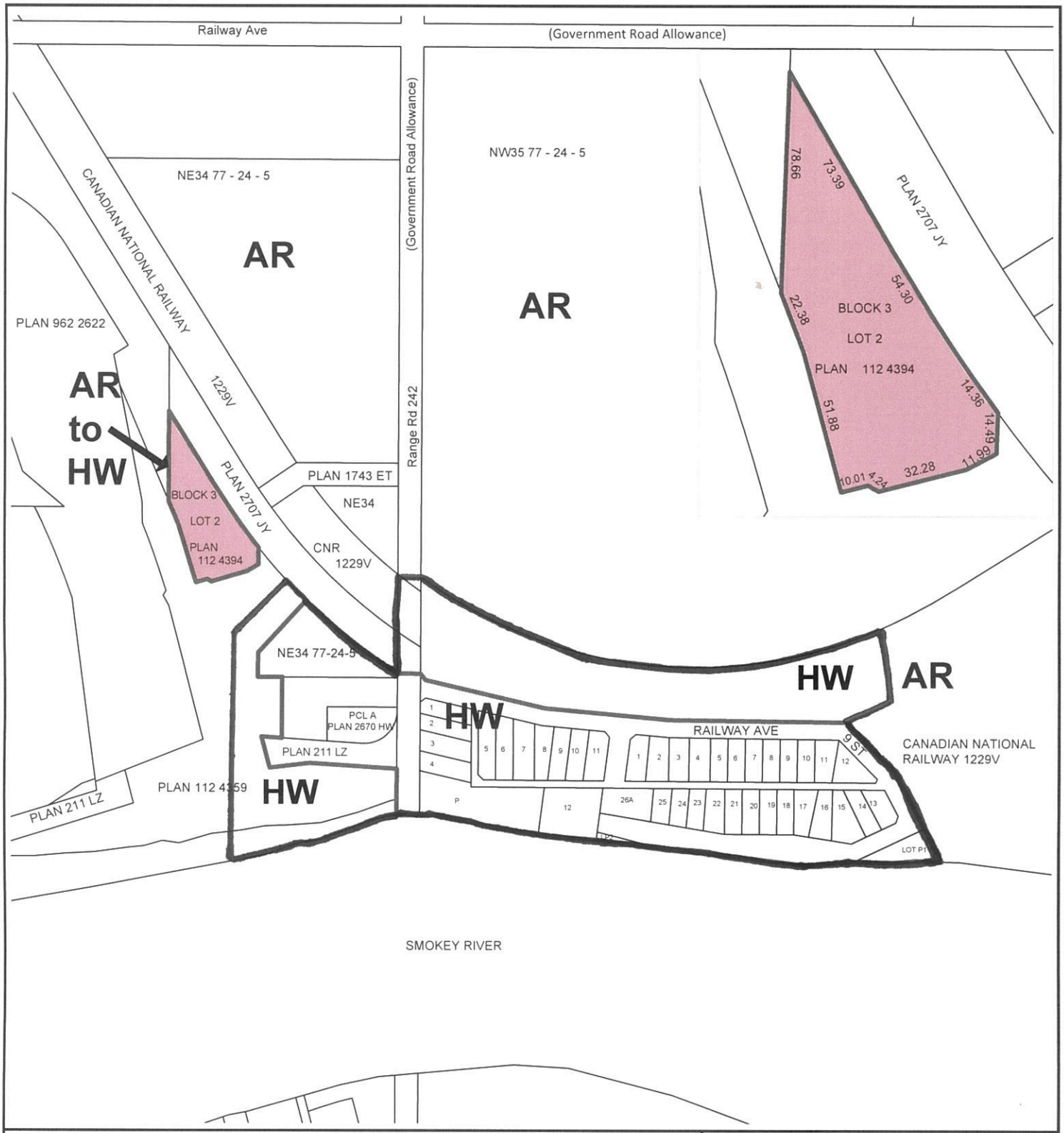
READ a third and final time this __day of _____, 2018.

SIGNED this __ day of _____, 2018.

Original to be signed	*Original to be signed*
Reeve	Chief Administrative Officer
Gerald Manzulenko	Hermann Minderlein

DRAFT

Bylaw 2018-08 SCHEDULE A



Government of Alberta
Infrastructure

Proposed Rezoning

From: Agriculture Restricted (AR) District
To: Hamlet Watino (HW) District

Block 3 Lot 2 Plan No. 1124394

NE 34-77-24-W5M within Birch Hills County

LEGEND

Proposed Land to be Rezoned

AR Agriculture Restricted

HW Hamlet Watino

AREA SUMMARY OF PROPOSED REZONED LAND

TOTAL AREA 0.531 ha (1.31 ac.)

DATE	SCALE	BASE INFORMATION PROVIDED BY LAND TITLES
May 1, 2017	1:4500	

Request for Decision (RFD)

Meeting:	Regular	**Reviewed/ Approved For Submission**	
Meeting Date:	October 25, 2018	**CAO:**	
Originated By:	Dion Hynes/Dir. Public Works	**Manager:**	
Item Title:	Road Inspectors Contract	**Presenter:**	Dion Hynes

DESCRIPTION:

Administration is providing Council with information regarding the current tendering for Road Inspectors contract.

BACKGROUND:

The current road inspector contract is set to expire on December 31st, 2018. The County road inspector is responsible for handling all of the rig move permits and subsequent inspections for the County to ensure that the movers are held accountable for road related damage that they may cause.

A pre and post trip inspection is needed for each permit issued and the paper work documenting the vital information of the company(s) involved.

Attached is the expenditure and revenues related to the road inspection and permits from 2009 to present.

DISCUSSION / BENEFITS / DISDVANTAGES:

The current agreement does not have an automatic renewal clause so to adhere to the procurement process the contract for industrial road inspectors must be tendered to the public.

Avoiding the situation where we do not have a road inspector on contract we could have the current contractor hired on an hourly or per inspection basis.

Hiring a contractor to inspect roads as needed takes the onus off of staff to do so more so during after-hours thus avoiding having to pay staff overtime to deal with rig moves and the scheduling of staff to ensure someone is available.

The County charges $465.00 for a rig move permit in to the County and $465.00 for a permit out of the County.

The last contract results were $349.00 per inspection for all inspections west of the 6th meridian, $249.00 for all inspections east of the 6th meridian and a $40.00 permit issue fee.

COST / SOURCE OF FUNDING:

2019 Unapproved Operating Budget
Revenue 1-32-10-00-421
Expenditure 2-32-10-00-248

RELEVANT LEGISLATION (Cite):

Procurement Policy 12-01-16
Fees, Rates and Charges Bylaw 2018-02

ATTACHMENT(S):

Revenue and Expenditure Spreadsheet
Road Inspectors Contract

OPTIONS:

Council may choose to:

1. Direct administration to tender for the two-year road inspector contract with a closing date of December 6th 2018 at 2:00pm with the results presented to Council at the regular council meeting on December 13th, 2018.

2. Direct administration to tender for the two-year road inspector contract with a closing date of their choice.

3. Direct administration to administer and conduct road inspection for permits in house with the current staff.

RECOMMENDED ACTION:

It is Administration's recommendation

> "that Council direct administration to tender for the two-year road inspector contract with a closing date of December 6th 2018 at 2:00pm with the results presented to Council at the regular council meeting on December 13th, 2018."

Expenditures and Revenues for Industrial Road Inspectors 2018

Year	Paid to Contractor Expenditure	Paid to County Revenue	Net Difference	# of Inspections
2009	$ 27,200.00	$ 37,800.00	$ 10,600.00	88
2010	$ 46,200.00	$ 71,300.00	$ 25,100.00	158
2011	$ 38,600.00	$ 49,000.00	$ 10,400.00	108
2012	$ 12,000.00	$ 22,000.00	$ 10,000.00	41
2013	$ 26,000.00	$ 51,300.00	$ 25,300.00	101
2014	$ 32,200.00	$ 50,700.00	$ 18,500.00	99
2015	$ 18,200.00	$ 27,830.25	$ 9,630.25	56
2016	$ 18,017.00	$ 24,087.00	$ 6,070.00	
2017	$ 13,738.00	$ 21,080.00	$ 7,342.00	
2018	$ 5,924.00	$ 7,425.00	$ 1,501.00	
	$ 238,079.00	**$ 362,522.25**	**$ 124,443.25**	**651**

2009 Rig moved cost $472.50 tax incl
2012 Rig moved cost $488.25 tax incl
2015 Rig moved cost $488.25 tax incl

THIS AGREEMENT MADE THIS ____DAY OF _____ 201__.

CONTRACT FOR INDUSTRIAL ROAD INSPECTORS

BETWEEN:

Birch Hills County
(hereinafter referred to as "County")

OF THE FIRST PART,

- And -

_____

(Hereinafter referred to as the "Contractor")

OF THE SECOND PART

WHEREAS the County and the Contractor have agreed to enter into an agreement for their mutual benefit and desire to set out the terms and conditions thereof;

NOW THEREFOR THIS AGREEMENT WITNESSES that in consideration of the mutual covenants and agreements herein contained, the Parties hereto agree as follows:

1. **Contracting Services**

1.1 The County hereby engages the Contractor to provide certain services to the County as an independent contractor as identified in Schedule "A" and to perform other work as requested by the County related thereto (altogether the "Work").

2. **Scope of Services and Representations**

2.1 The Contractor represents warrants and agrees to provide a skilled and experienced operator to perform the Work in a safe, competent and professional manner. The Contractor shall perform the Work continuously and diligently and shall complete all Work in accordance with the provisions of this Agreement.

2.2 Without limitation to Clause 2.1, in respect of the Work, the Contractor shall ensure that:

(a) _____;

(b) _____;

(c) _____.

2.3 The Contractor represents that the Equipment provided will be maintained in a good and safe condition and will be in proper running order at all times. For further certainty, and without restricting the generality of the foregoing, the Contractor represents that at all times the Equipment provided will meet the following minimum requirements:

(a) _____;

(b) The Equipment must fully comply with all safety regulations under the *Workers' Compensation Act* and *Occupational Health and Safety Act;*

(c) _____.

2.4 The Contractor shall not substitute the Equipment without first having received the prior approval of the County.

2.6 The Contractor shall provide operators qualified to operate the Equipment.

2.7 The Contractor shall:

(a) Provide any advance warning signs (the "Signs") which County or its representative deems necessary;

(b) Position the Signs at both ends of the worksite in the manner determined by the County or its representative before commencing daily operations, and remove the Signs at the end of each work day;

(c) Use such extra Signs as the County or its representative deems necessary.

2.8 The Contractor shall commence and discontinue the Work upon direction of the County or its representative. Weekly progress may be reviewed.

2.9 The Contractor shall perform the Work during _____ hours only, unless otherwise directed by the County or its representative.

2.10 The Contractor shall provide to the County or its representative a contact phone number for call back to the worksite, and shall ensure that an operator is at the worksite within four (4) hours from the time a call back phone call is made to the contact phone number.

2.11 The Contractor shall comply with all applicable statutes, regulations, by-laws, and licensing requirements of local authorities in effect at any time, including, without limitation to the foregoing, the *Occupational Health* and *Safety Act,* the *Environmental Protection and Enhancement Act,* and the *Workers' Compensation Act.*

2.12 The Contractor shall follow and comply with all policies and procedures made by the County relating to the Work.

2.13 The Contractor represents that all employees of the Contractor will comply with the terms and conditions of this Agreement while performing the Work.

3. **Term**

3.1 This Agreement shall be in effect from January 1st, 2019 to December 31, 2020.

4. **Termination and Suspension**

4.1 The County may terminate this Agreement, if in the sole opinion of the County the Contractor fails to provide an acceptable quality or quantity of Work with thirty (30) days written notice to the contractor.

4.2 The Contractor may terminate this Agreement at any time without reason, by giving the County sixty (60) days written notice of termination.

4.3 If for any reason the Contractor:

(a) Fails to provide the Equipment identified;

(b) Fails to maintain the Equipment in good condition during the course of this Agreement;

(c) Fails to provide a skilled, well-trained operator for the Equipment;

(d) Fails to provide or maintain the Insurance required by Clauses 7.1 and 7.5;

(g) Fails to provide or maintain Workers' Compensation coverage required by Clause 6.1;

(h) Fails to perform the Work in a manner satisfactory to the County; or

(i) Becomes insolvent or is assigned into or is petitioned into bankruptcy;

The County may terminate this Agreement without penalty to the County as outlined in Clause 4.1.

4.4 The County Council or its representative may suspend the Contractor without notice and without penalty from continuing to perform the Work when:

(a) The Contractor or employees of the Contractor engage in conduct that is a marked departure from the standards which responsible and competent individuals or contractors performing such Work conduct themselves;

(b) The Contractor or employees of the Contractor perform the Work in an unsafe or careless manner, or;

(c) The Contractor or employees of the Contractor fail to comply with any term or condition of this Agreement.

4.5 The County or its representative shall advise the Contractor in writing of the reasons for suspension and the effective date of the suspension.

4.6 The Contractor may appeal a suspension provided written notice of appeal is received by the County within 10 calendar days from the date the Contractor was advised of the suspension.

4.7 Upon receiving notice of appeal from the suspension, the County shall hold a hearing within 10 days, or such other time as agreed between the Parties. The hearing will be before the Council of Birch Hills County.

4.8 When the Contractor's suspension is appealed the County may:

(a) Impose conditions on the Contractor for future compliance with the terms of this Agreement;

(b) Rescind the suspension and pay the Contractor the amount that would have been paid under this Agreement but for the period of the suspension, less all deductions required by law; or

(c) Terminate this Agreement without notice to the Contractor or penalty to the County.

4.9 The decision of the County on an appeal regarding a suspension shall be final and binding upon the Parties.

4.10 Failure of the Contractor to give notice of appeal of a suspension within the required time period shall be a waiver by the Contractor of the right to an appeal and shall result in the County:

(a) Imposing conditions for future compliance with the terms of this Agreement; or

(b) Terminating this Agreement without notice to the Contractor and without penalty to the County.

4.11 Upon termination of this Agreement, the Contractor shall not perform any further Work in connection with the Agreement except to advise the County or its representative of the work completed to the termination date.

5. **Compensation**

5.1 The County shall pay the Contractor within 15 days after receipt of an invoice (the "Invoice") submitted by the Contractor to the County. Invoices are to be submitted on the 15th and 30th of each month.

5.2 The Contractor shall supply the following information with each Invoice:

(a) Permit numbers and price for each permit and inspection.
(b) Legal Land Description of site the inspection was to.

Invoices received without this information may be returned by the County to the Contractor. The County shall not be liable for any payment delays caused by the return of Invoices received without this information.

5.3 The fee set out in Schedule 'A' shall be for the Work performed pursuant to this Agreement, and without limitation to the foregoing, shall include the Contractor's expenses.

5.4 The County may withhold payment of any monies payable to the Contractor while the Contractor is in default of any provision in this Agreement.

6. **Workers' Compensation Coverage**

6.1 The Contractor guarantees that Workers' Compensation coverage is in effect for the work provided at all times. The Contractor shall provide proof of Workers' Compensation coverage in the form of an account number and letter of clearance in the applicable industry to the County. The Contractor's Workers' Compensation account shall be kept in current and good standing by the Contractor for the duration of this Agreement.

7. **Insurance**

7.1 The Contractor shall provide the County with an acceptable Certificate of Insurance from an insurer licensed to do business in the Province of Alberta, as evidence that the Contractor has the following insurance (the "Insurance"):

(a) Commercial Liability coverage not less than $5,000,000.00.
(b)The County must be named as an additional insured under this policy.

7.2 The provision of the Insurance shall be at the sole expense of the Contractor, and shall not limit the Contractor's obligations under this Agreement.

7.3 The Contractor shall maintain the Insurance in full force and effect for the duration of the Agreement.

7.4 The Contractor shall perform no Work until the Certificate of Insurance has been accepted by and filed with the County.

7.5 The Contractor shall provide insurance against loss or damage to his equipment.

8. **Occupational Health and Safety**

8.1 The Contractor represents that he is an "employer" as defined in the *Occupational Health and Safety Act*, and shall comply with the *Occupational Health and Safety Act* and the Regulations thereunder.

9. **Independent Contractor**

9.1 The Parties agree that no oral agreement or provisions of this Agreement shall be construed so as to constitute the Contractor or employees of the Contractor as being the agents, servants or employees of the County. The Contractor or employees of the Contractor shall have no authority to make any statements, representations, or commitments of any kind, or take any action, which may be binding on the County, except as may be authorized in writing by the County.

9.2 The Contractor or employees of the Contractor shall not be nor be deemed to be employees of the County, and shall not be eligible for or participate in any of the County's employee benefit programs. The Contractor shall at all times be deemed to be an independent contractor and consequently no deductions whatsoever will be made from the compensation payable to the Contractor pursuant to Schedule 'A', including:

(a) for employee benefits of the Contractor such as disability insurance, health and pension plans. Provision for any such benefits for the personnel or dependents shall be the sole responsibility of the Contractor;

(b) for Unemployment Insurance Contributions, Canada Pension Plan Contributions and Income Tax. Payments related to any of the foregoing shall be the sole responsibility of the Contractor and shall

be forwarded to the appropriate federal and provincial Government Agencies. The Contractor shall provide proof of compliance with this requirement to the County forthwith upon request.

10. Liability and Indemnity

10.1 The Contractor shall be liable to and shall indemnify and hold harmless the County, its employee and agents, from any and all actions, claims, demands, proceedings and costs whatsoever that may arise, directly, or indirectly, out of any act or omission of the Contractor, his employees or agents, in the performance of this Agreement.

10.2 The Contractor shall be liable to the County for any losses, costs, damages and expenses which the County may sustain, pay or incur as a result of or in connection with the breach by the Contractor of any obligations under this Agreement, or in connection with the Work provided, and the Contractor shall reimburse the County for any financial loss, direct or indirect, associated with the Contractor's failure to comply with the terms and conditions of this Agreement.

10.3 Without limitation to Clause 10.2, the Contractor shall indemnify and save harmless the County for any actions, claims, demands, proceedings and costs, including legal costs on a solicitor client basis, resulting from the Contractor's breach of any term of this Agreement, including the failure to have the required or adequate insurance coverage in effect.

10.4 The Contractor's obligation to indemnify the County shall survive the termination of this Agreement.

10.5 The County shall not be liable nor responsible for any bodily or personal injury or property damage of any nature whatsoever that may be suffered or sustained by the Contractor, his employees or agents in the performance of this Agreement.

11. Assignment

11.1 The Contractor shall not assign or sublet this Agreement or any Work pursuant to this Agreement, without the written consent of the County.

12. Notices

12.1 Any notices to the County or the Contractor shall be in writing and shall be valid and effective if personally delivered or if sent by pre-paid registered mail. Any notice given by registered mail shall be deemed to have been

received three (3) days after it was mailed. In the event of a disruption in the mail service, all notices will be by personal delivery. The addresses of the Parties for the purposes of notices are:

Birch Hills County
Administration Building
Main Street Wanham
Box 157
Wanham, AB T0H 3P0
Attention: _____

Contractor:

13. **Survival of Representations**

13.1 Notwithstanding any provision to the contrary in this Agreement, it is hereby agreed by the Parties that the representations contained herein shall survive the termination of this Agreement.

14. **Arbitration**

14.1 With the exception of a dispute involving a suspension governed by Clauses 4.6 to 4.10 of this Agreement, the Parties agree that any dispute between the Parties arising from this Agreement shall be resolved by arbitration before a single arbitrator agreed upon by the Parties, or in default of such agreement, before a single arbitrator appointed by the Court. Either Party may make an application to the Court for the appointment of a single arbitrator at any time after 30 days from the date of the dispute.

14.2 The arbitration shall be conducted in accordance with the provisions of the *Arbitration Act.*

14.3 The decision of the arbitrator shall be final and binding upon the Parties.

15. **General**

15.1 The County shall have the right to deduct from all payments under this Agreement any and all amounts required by the laws of the Province of Alberta and the laws of Canada applicable therein to be withheld in accordance with the applicable provisions of such law.

15.2 If any provision of this Agreement is invalid, illegal, or incapable of being enforced by reason of any rule of law or public policy, all other provisions of this Agreement shall, nevertheless, remain in full force and effect. No provision of this Agreement shall be deemed dependent on any other provision unless expressly so stated herein.

15.3 This Agreement embodies the entire Agreement between the Parties, superseding any prior Agreement, either oral or in writing, and may only be amended by a subsequent written instrument signed by both Parties.

15.4 The failure of either Party to insist in any one or more instances upon the performance of any of the terms and conditions of this Agreement, shall not be construed as a waiver or relinquishment of any right granted hereunder of the future performance of any such term, covenant or condition, and the obligation of either Party with respect thereto shall continue in full force and effect. Any forbearance by Birch Hills County to seek a remedy for any breach by the Contractor shall not be a waiver by the County of its rights and remedies with respect to any subsequent breach.

15.5 This Agreement shall be construed and enforced in accordance with the laws of the Province of Alberta and the Parties do hereby irrevocably attorn to the jurisdiction of the courts of the Province of Alberta.

15.6 This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns to the Parties hereto.

15.7 Any word or words in this Agreement importing the singular shall include the plural and vice versa.

15.8 The headings in this Agreement are for reference purposes only and shall not affect in any way the meaning and interpretation of this Agreement.

15.9 This Agreement may be executed in counterparts, each of which when so executed shall constitute an original and all of which together shall constitute one and the same Agreement, which shall be sufficiently evidenced by either such original counterpart.

IN WITNESS WHEREOF the Parties has duly executed this Agreement this _____ day of _____2018, in the Hamlet of Wanham, in the Province of Alberta.

BIRCH HILLS COUNTY

_____ Per:_____
Witness

_____ Per: _____
Witness

CONTRACTOR

_____ Per: _____
Witness

_____ Per: _____
Witness

SCHEDULE "A"

Work

Having read and understood the list of Industrial Road Inspectors responsibilities; my bid for said services is as noted:

*$_____.00 for all Inspections West of the 6th Meridian (includes pre & post)

*$_____.00 for all Inspections East of the 6th Meridian (includes pre & post)

*Commencing _____, 20__ the County Shall pay $40.00 per Inspection for road use permits issued.

Services

1. The Contractor hereby agrees to provide their own transportation, digital camera, and all other vehicles, machinery, equipment, tools, supplies and personnel that may be required to provide the road inspection services.

2. The Contractor further acknowledges and agrees that the road inspection services that the Contractor will provide shall include the following:

    a. Each road inspection shall include a pre-move and a post-move inspection;

    b. The Contractor must inspect the road within 6 hours prior to an anticipated move, and within 4 hours of the completion of the move;

    c. The Contractor will provide its report to the County within 24 hours of the post-move inspection;

    d. The Contractor's report shall include a written report together with digital photographs of the road inspected, from both the pre-move, and post-move inspections;

    e. The Contractor will email all inspection reports to the County, together with photographs, inspection results, and relevant permit numbers;

    f. The Inspector will contact the company conducting the industrial move and advise them of the haul route which must be utilized;

g. The Inspector will also advise any company conducting a move that permit fees will be doubled in the event of non-compliance, or in the event that they move without a permit, or require a permit on less than 24 hours notice;

Request for Decision (RFD)

Meeting:	Regular Council Meeting	**Reviewed/ Approved For Submission**	
Meeting Date:	October 25, 2018	**CAO:**	
Originated By:	CAO Minderlein	**Manager:**	
Item Title:	PREDA Board of Directors	**Presenter:**	

DESCRIPTION:
Council is being requested to consider providing approval for nomination of the Birch Hills County representative to the Peace Region Economic Development Alliance (PREDA) Board of Directors.

BACKGROUND:
Councillor Wendland has requested that this item be added to the Agenda. She has been the County's representative to PREDA for the past year, and has been a member of the Board of Directors for that period.

Reeve Doran was previously the County's representative, and was also a member of the Board of Directors.

The request for the County's approval comes from PREDA, and is included in the attached email received by Councillor Wendland.

COST / SOURCE OF FUNDING:
The cost related to Board of Directors is paid by the represented Municipality. There is no extra cost if the member would be able to travel and attend within the same timeframe as they would encounter if only attending a meeting. Councillor Wendland can speak to this at the meeting.

ATTACHMENT(S):
Email from PREDA to Councillor Wendland and forwarded to CAO Minderlein

Attachment related to Board of Directors Nominations distributed to PREDA membership

OPTIONS:
Council may choose to:

1. Provide approval for the nomination of the Birch Hills County representative to the Peace Region Economic Development Alliance to their Board of Directors; or

2. Not approval for the nomination of the Birch Hills County representative to the Peace Region Economic Development Alliance to their Board of Directors, and receive this presentation for information.

RECOMMENDED ACTION:
It is recommended that Council determine if they wish to provide approval for the nomination of the Birch Hills County representative to the Peace Region Economic Development Alliance to their Board of Directors, should that member wish to be considered for nomination.

Hermann Minderlein

From: Deanne Wendland <Deannew@birchhillscounty.com>
Sent: Tuesday, October 23, 2018 10:44 AM
To: Hermann Minderlein
Cc: Shawna Schwerdt
Subject: Fw: PREDA AGM - November 2 - Document Package
Attachments: PREDA 2018 AGM - Package.pdf

Importance: High

Good morning Hermann,
PREDA board of directors will be elected at this meeting on November 2nd. If council wishes Birch Hills County to be nominated please note we will need to forward a letter to PREDA. Will need to be decided during the meeting on Thusday.

Thank you
Deanne Wendland

From: admin@peacecountrycanada.com <admin@peacecountrycanada.com>
Sent: Monday, October 22, 2018 7:03 PM
To: admin@peacecountrycanada.com
Cc: 'Elaine Garrow'; ckolebaba@northernsunrise.net; Deanne Wendland; 'Daryl Beeston'; lisaj22@yahoo.com; emanzer@peaceriver.ca; CAO MD of Spirit River; CAO Northern Sunrise County; Hermann Minderlein; CAO Town of Peace River; CAO County of Grande Prairie; CAO Village of Berwyn
Subject: PREDA AGM - November 2 - Document Package

Good Day PREDA Members,

In preparation for the PREDA Annual General meeting attached is the AGM package.

Please feel free to distribute to members for copy. Also the package is available through our PREDA website at https://peacecountrycanada.com/

Please note that if you are a **municipal member** interested in being nominated from the floor during the 2018 Election for the PREDA Board of Directors we will need a letter from your **Council appoving your nomination** brought to the meeting.

Much appreciated,
Jpni

Mary Joan Aylward – Research and Operations
Peace Region Economic Development Alliance

PREDA
PEACE REGION ECONOMIC DEVELOPMENT ALLIANCE

Attachment 4

Board of Directors
Nomination Guidelines

Current PREDA 2017-2018 Board of Directors:

Elaine Garrow – MD of Spirit River
County Lisa Johnson – Village of Berwyn
Carolyn Kolebaba – Northern Sunrise County
Deanne Wendland – Birch Hills
Marc Bremont – MD of Smoky River
Daryl Beeston – County of Grande Prairie

The following guidelines direct the nomination to PREDA's Board of Directors:

1) Board of Director appointments are for a 2-year term. Current Board members may be re-nominated. Member Municipalities can self-nominate.

2) PREDA Articles of Association: Article 26a - The affairs of the Association shall be managed by a board of 6 directors representing the membership of the Association.

3) PREDA Articles of Association: Article 26b - Each board member must be an elected public official from a member municipality in good standing with the Association.

4) PREDA Articles of Association: Article 27 - The membership of the Association shall elect and or confirm by ordinary resolution, the directors of the Association during its annual general meeting.

5) PREDA Articles of Association: Article 28 - The Board of Directors shall reflect the municipal membership of the Alliance in that there must be a minimum of **one Town, one Village, and one rural municipality elected.**

Note: A list of PREDA's Municipal members is attached.

PREDA 2018 Municipal Membership

Board of Directors Election

6) Please select 6 from the municipal members below.

PREDA Articles of Association: Article 28 - The Board of Directors shall reflect the municipal membership of the Alliance in that there must be a **minimum of one Town, one Village, and one rural municipality elected.**

Elected (Select 6)	PREDA MUNICIPAL Member	Municipal Type
	Village of Berwyn	VILLAGE
	Village of Nampa	VILLAGE
	Village of Rycroft	VILLAGE
	Village of Hythe	VILLAGE
	Town of Fairview	TOWN
	Town of Falher	TOWN
	Town of Fox Creek	TOWN
	Town of Grimshaw	TOWN
	Town of Manning	TOWN
	Town of Sexsmith	TOWN
	Town of Spirit River	TOWN
	Town of Valleyview	TOWN
	Town of McLennan	TOWN
	Town of Peace River	TOWN
	Big Lakes County	MUNICIPAL DISTRICT
	Birch Hills County	MUNICIPAL DISTRICT
	Clear Hills County	MUNICIPAL DISTRICT
	County of Grande Prairie	MUNICIPAL DISTRICT
	County of Northern Lights #22	MUNICIPAL DISTRICT
	MD of Fairview #136	MUNICIPAL DISTRICT
	MD of Greenview #16	MUNICIPAL DISTRICT
	MD of Peace #135	MUNICIPAL DISTRICT
	MD of Smoky River #130	MUNICIPAL DISTRICT
	MD of Spirit River #133	MUNICIPAL DISTRICT
	Northern Sunrise County	MUNICIPAL DISTRICT
	Saddle Hills County	MUNICIPAL DISTRICT
	Northern Sunrise County	MUNICIPAL DISTRICT

MINUTES OF A BIRCH HILLS COUNTY PUBLIC AUCTION HELD IN THE WANHAM BIRCH HILLS COUNTY OFFICE October 1, 2018

PUBLIC PRESENT:

Jacy Braun
Frank Braun
Craig Konshak
D.J. Barbarich

ADMINISTRATION

CAO/AUCTIONEER Hermann Minderlein
RECORDING SECRETARY Lucy Stevenson

MINUTES

The Auction was declared open at 1:00 p.m. by the Auctioneer.

Mr. Minderlein introduced himself and proceeded to outline the terms and procedures of the auction.

The auction began with the property at the SE 21-77-3 W6 2.5 miles south of Wanham with the reserve bid of $135,000.00.

There were no questions regarding this property.

Bidding was started at $135,000.00, by Frank Braun.

When asked if there were any other bids on the property, the bidding increased until it reached $175,000 at that time a second and third request for a higher bid, there were no buyers at a higher bid.

Mr. Minderlein declared that the bids were officially closed for the SE 21-77-3 W6 2.5 miles south of Wanham and the property was sold to Frank Braun.

ADJOURNMENT

Being that there were no further properties, Auctioneer Hermann Minderlein adjourned the meeting at 1:08 p.m.

CAO/AUCTIONEER
HERMANN MINDERLEIN

RECORDING SECRETARY
LUCY STEVENSON

NORTHERN SUNRISE COUNTY

Bag 1300, 135 Sunrise Road
Peace River, AB
T8S 1Y9
northernsunrise.net

October 10, 2018

Birch Hills County
Box 157
Wanham, AB T0H 3P0

Dear Reeve Manzulenko, Gerald

RE: Extension Request for Intermunicipal Collaboration Framework (ICF) and Intermunicipal Development Plan (IDP)

At the October 9, 2018 regular Council meeting, Council reviewed and discussed your letter dated September 17, 2018 requesting an extension for the ICF and IDP between Birch Hills County and Northern Sunrise County.

Northern Sunrise County agrees to the extension request and will be making the same request to Municipal Affairs.

Thank you for making the request and the County looks forward to working with Birch Hills County on the ICF and IDP.

Sincerely,

Carolyn Kolebaba

Carolyn Kolebaba
Reeve

Have a great day!

K:\Correspondence\2018\10 - October\Birch Hills County ICF IDP Extension Request.docx

COUNCILLOR JOUDREY'S REPORT

From October 13, 2018 - October 24, 2018

CPARC - Central Peace Attraction and Retention Committee

October 17, 2018 at the Centennial Hall Ross Family Room, Spirit River

- I attended a luncheon the CPARA Committee hosted with the board and the possible candidate Dr. Danae Wolfaardt while she was here from South Africa on her site visit last Wednesday, October 17, 2018.

- CPARC is letting AHC and procedures take place. Dr. Danae Wolfaardt is still not a for sure thing as Canadian exams and approval from AHA and the Doctors are still needed! They are still checking references as well. There are other candidates but this was the first one for a site visit.

- Next Meeting is November 13, 2018

Grande Spirit Foundation - Harvest Supper

October 20, 2018 at the Stonebridge Hotel

- I attended the Grande Spirit Foundation, Harvest Supper Fundraiser as a Volunteer. The organization appreciated the donated auction items from Birch Hills County and announced a special thank you.

- Next Meeting is October 26, 2018 at Lakeview.

Request for Decision (RFD)

Meeting:	Regular Council Meeting	**Reviewed/ Approved For Submission**	
Meeting Date:	October 25, 2018	**CAO:**	
Originated By:	Hermann Minderlein, CAO	**Director:**	
Item Title:	Request for Support – Remembrance Day Activities – Eaglesham School	**Presenter:**	

DESCRIPTION:

Council is being presented with a request received by Birch Hills from Mike McKay at the Eaglesham School for support from the County for the school's Remembrance Day activities.

BACKGROUND:

Birch Hills County has historically supported this event. I am unaware of any other event planned by or in the County. The details of their request are as follows:

1. a portable toilet to be placed at the Ag Society Grounds near the announcing booth;
2. Hall rental and cleaning fees to be arranged for and paid by BHC:
3. a load of topsoil to be delivered to the Donaldson residence (there is still settling going on from previous years):
4. Published notice in the Signal on the BHC page.; and
5. Representative(s) from the County to attend the event a lay a wreath on behalf of the County.

A similar request was made in 2017, and Council passed Resolution 17-380 that read as follows:

> *"that Council authorize support to Eaglesham School for their Remembrance Day activities by the arranging for a portable toilet to be placed at the fairground in the parking area west of the quonset building, providing Eaglesham Hall and cleaning services free of charge, and a load of topsoil if available from County stockpiles to be delivered following November 11 to the Donaldson residence to smooth out the depressions left by earth settling over the filled-in trenches from previous years, and to do so from existing funding"*

The advertisement was not included in previous requests, but have been done.

COST / SOURCE OF FUNDING:

Past costs for this request have been approximately:

1. costs related to a portable toilet would be approximately $450;

2. Hall rental and cleaning – $125.00 for hall rental plus approximately 2 hours of cleaning at $30.00 per hour;

3. topsoil has traditionally been provided from existing stockpile and using existing manpower and equipment, but there is no topsoil stock at this time;

4. There would be no cost incurred for the advertisement; and

5. I volunteered to attend the event and lay a wreath on behalf of the County in 2017, and would be willing to do so again in 2018.

Staff advises me that:

1. The County does not have any topsoil stockpiled at this time. An estimate to have 12 yards of topsoil supplied by one of our suppliers came in at $200 plus the cost of transportation, but when contacting Wanham Trucking to obtain an additional estimate from them, they advised us that they will be contacting Mr. McKay and arranging for a donation;

2. No additional funds would be needed in the 2018 O&M budget if Council was to approve the request for the toilet, hall rental and cleaning, and advertisement;

ATTACHMENT(s):

Copy of email related to this request.

OPTIONS:

Council may choose to:

1. Authorize support to Eaglesham School for their Remembrance Day activities by the arranging for a portable toilet to be placed at the Ag Society Grounds near the announcing booth, providing Eaglesham Hall and cleaning services free of charge, and publishing notice of the activity in the Signal on the Birch Hills County page;

2. Authorize the purchase and delivery of one load of topsoil to be delivered to the Donaldson residence to smooth out the depressions left previous year events; or

2. Decline the part or all of the request for support from the Eaglesham School for their Remembrance Day activities; and

3. Authorize the attendance of CAO Minderlein and a member or members of Council to attend the Remembrance Day ceremony in Eaglesham to represent Birch Hills County and place a wreath on behalf of the County.

RECOMMENDED ACTION:

It is Administrations recommendation that Council

1. Authorize support to Eaglesham School for their Remembrance Day activities by the arranging for a portable toilet to be placed at the Ag Society Grounds near the announcing booth, providing Eaglesham Hall and cleaning services free of charge, and publishing notice of the activity in the Signal on the Birch Hills County page; and

2. Authorize the attendance of CAO Minderlein (and a member or members of Council) to attend the Remembrance Day ceremony in Eaglesham to represent Birch Hills County and place a wreath on behalf of the County.

Hermann Minderlein

From: Mike Mckay <mikemckay@pwpsd.ca>
Sent: Tuesday, October 9, 2018 8:13 AM
To: Hermann Minderlein
Subject: Remembrance Day

Hi Herman, sorry for the late response:

Here is our request for support on Remembrance Day:

- 1 portable toilet at the Ag Society, to be placed near the announcing booth
- Hall rental/cleaning fees
- One load of topsoil to be delivered to the Donaldson Residence (there is still settling going on from previous years)
- Published notice in the Signal on the BHC page.

Could you or a county employee/elected member lay a wreath on behalf of BHC?

As always, thanks for your support.

Mike

TO: Members of Council

FROM: Hermann Minderlein, CAO

RE: Report to Council – October 25, 2018 Regular Meeting of Council

SUBJECT: CAO Report

RECOMMENDATION: That the CAO's written report and verbal updates be received for information.

That Council authorize Councillor Poetker to attend the Peace Region ASB Conference on October 30, 2018 in Clear Hills County with one day honorarium payable and approved travel arrangements to be in a Birch Hills County vehicle driven by either Agricultural Fieldman or Assistant Agricultural Fieldman.

REPORT:

The following correspondence was prepared and sent out:

Resolution	**Details**
RC 18-338	Covering letter dated October 22, 2018 to Grande Prairie Fire Department for signed copy of Fire Dispatch Agreement;
RC 18-340	Letter of support addressed to Reeve Hubert, Saddle Hills County signed by Reeve Manzulenko advising of Council's support for the Saddle Hills County's application to the Alberta Community Partnership Grant Program Intermunicipal Collaboration Component for assistance in developing an Intermunicipal Collaboration Framework and Intermunicipal Collaboration Bylaw as required by the Province of Alberta within the modernized Municipal Government Act;
RC 18-345	Thank-you letter signed by Reeve Manzulenko to the Minister of Municipal Affairs to thank the Province for provision of the County's 2018 Municipal Sustainability Initiative (MSI) and Gas Tax Fund (GTF) allocations and acceptance of the amended 2017 Gravel Haul Project under MSI Program;

Some of the meetings I attended since the Regular Council Meeting on October 12, 2018 are as follows:

October 17 ARMA/LGAA Zone 4 Meeting at the Royal Canadian Legion Hall in Grimshaw. Discussions and presentations included:

Asset Management by Matthew Van Dommelen (Public Sector Digest) and Alvin Allim (Town of Devon);

An update of Peace Region Alberta Transportation projects from Danny Jung;

Economic Development by Kamie Currie, Manager, Northwest Region, Regional Economic Development Services, Alberta Economic Development & Trade;

An update on regional RCMP activity and initiatives by Chief Superintendent Rhonda Blackmore and Superintendent Lyle Gelinas;

Municipal Accountability Progran (MAP) and Intermunicipal Dispute Resolution Process by representatives from Municipal Affairs; and

Peer discussions.

I can provide updates at the meeting.

October 24 Initial meeting with CAO's and Contractor re MD of Smoky IDP and ICF. I will be bringing and RFD to Council on November 8 regarding the meeting and direction required.

Though Councillor Poetker has not been consulted yet, Council should pass a motion to authorize him to attend the Peace Region ASB Conference on October 30, 2018 in Clear Hills County should he be available and wish to attend.

Eleven copies of the updated MGA for Council and staff.

Upcoming Events

November 8 Regular Council and Governance Meetings

November 11 Remembrance Day event at Eaglesham Hall (Office closed November 12)

November 14 County Office closed in afternoon for Team Building event

November 19-22 RMA Convention on Edmonton – Rooms booked

December 11 The next G5 meeting will be hosted by Saddle Hills County at the Rycroft Agricultural Centre. The following items are suggested for the agenda:

1. Inter-municipal Economic Development Advisory Committee (SHC)
2. Seniors' Assisted Living Facility Update (SHC)
3. Peace Regional Water Initiative Update (Associated Engineering & SHC)

I will be at the meeting and will update Council with additional information if required.