



**TOWN OF DIDSBURY AGENDA**  
**Regular Council Meeting**

**Tuesday, May 23, 2023, 6:00 pm**  
**Council Chambers 1606 14 Street**

**Pages**

<b>1.</b>	<b><u>CALL TO ORDER</u></b>	
<b>2.</b>	<b><u>ADOPTION OF THE AGENDA</u></b>	
<b>3.</b>	<b><u>DELEGATIONS/PRESENTATIONS</u></b>	
<b>4.</b>	<b><u>ADOPTION OF MINUTES</u></b>	
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<b>10.</b>	<b><u>COUNCIL MEETING HIGHLIGHTS</u></b>	
<b>11.</b>	<b><u>QUESTION PERIOD</u></b>	
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<b>13.</b>	<b><u>RECONVENE</u></b>	
<b>14.</b>	<b><u>ADJOURNMENT</u></b>	



## REGULAR COUNCIL MEETING Request for Decision (RFD)

*Vision: The Place to Grow.*

*Mission: Creating the Place to Grow.*

MEETING DATE: May 23, 2023  
SUBJECT: May 9, 2023 Regular Council Meeting Minutes  
ORIGINATING DEPARTMENT: Legislative Services

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### BACKGROUND/PROPOSAL:

The Minutes of the May 9, 2023 Regular Council Meeting are being presented to Council for their review and approval.

### DISCUSSION/OPTIONS/BENEFITS/DISADVANTAGES

Council can adopt the Minutes as presented or amended.

### ALIGNMENT WITH STRATEGIC PLAN

2. An Informed & Engaged Community

### RECOMMENDATION

That Council move to adopt the May 9, 2023 Regular Council Meeting Minutes as presented.



**Minutes of the Town of Didsbury Regular Council Meeting  
Held on May 9, 2023 in Council Chambers at 1606 14 Street  
Commencing at 6:00 p.m.**

Council Members Present    Mayor Rhonda Hunter  
                                        Deputy Mayor Curt Engel  
                                        Councillor John Baswick  
                                        Councillor Joyce McCoy  
                                        Councillor Dorothy Moore  
                                        Councillor Bill Windsor

Council Member Absent    Councillor Ethan Williams

Administration Present    Chief Administrative Officer, Ethan Gorner  
                                        ACAO/Chief Financial Officer / Recording Officer, Amanda Riley  
                                        Director of Engineering & Infrastructure, Craig Fox

**1.     CALL TO ORDER**

Mayor Hunter called the May 9, 2023 Regular Council Meeting to Order at 6:00 p.m.

**2.     ADOPTION OF THE AGENDA**

**Res. 241-23**

MOVED by Deputy Mayor Engel

To adopt the May 9, 2023 Regular Council Meeting Agenda as presented.

**Motion Carried**

**3.     DELEGATIONS/PRESENTATIONS**

**3.1    Bethany Care**

**Res. 242-23**

MOVED by Councillor Windsor

That Council thank Bethany Care Didsbury for their presentation and accept it as information.

**Motion Carried**

**Res. 243-23**

MOVED by Councillor McCoy

To refer the Bethany Care request for funding of \$8,000 to Committee of the Whole to be reviewed in conjunction with the Community Grant Program.

**Motion Carried**

**3.2    Olds and District Hospice Society**

**Res. 244-23**

MOVED by Deputy Mayor Engel

That Council thank the member of the Olds & District Hospice Society and accept the presentation as information.

**Motion Carried**

**4.     ADOPTION OF MINUTES**

**4.1    April 25, 2023 Regular Council Meeting Minutes**

**Res. 245-23**

MOVED by Councillor Windsor

To adopt the April 25, 2023 Regular Council Meeting Minutes as amended.

**Motion Carried**

5. **PUBLIC HEARINGS** *no public hearings*

6. **REPORTS**

6.1 **Council Reports for May 9, 2023**

**Res. 246-23**

MOVED by Councillor Windsor

To accept the Council Reports for May 9, 2023 as information.

**Motion Carried**

6.2 **CAO Report for May 9, 2023**

**Res. 247-23**

MOVED by Councillor Moore

To accept the CAO Report for May 9, 2023 as information.

**Motion Carried**

**CAO Report for May 9, 2023**

**Res. 248-23**

MOVED by Councillor Windsor

That Administration bring back a Community Services report to Council regarding trees at the campground, Communities in Bloom, and the Legacy Fund Mural.

**Motion Carried**

7. **BYLAWS & POLICIES**

7.1 **Bylaw 2022-13 DEDAC**

**Res. 249-23**

MOVED by Councillor Windsor

That Council grant second reading to Bylaw 2022-13 Didsbury Economic Development Advisory Committee as amended.

**Motion Carried**

**Res. 250-23**

MOVED by Councillor Windsor

That Council grant third and final reading to Bylaw 2022-13 Didsbury Economic Development Advisory Committee.

**Motion Carried**

7.2 **Tax Penalties Bylaw 2023-07 (3rd Reading)**

**Res. 251-23**

MOVED by Councillor Moore

That Council grant third and final reading to Bylaw 2023-07 Tax Penalties Bylaw, a bylaw to establish penalties on unpaid taxes.

**Motion Carried**

7.3 **Tax Rate Bylaw 2023-10 (2nd and 3rd reading)**

**Res. 252-23**

MOVED by Councillor Moore

That Council grant second reading to Bylaw 2023-10 Tax Rate, a bylaw to establish the rates of taxation for 2023.

**Motion Carried**

**Res. 253-23**

MOVED by Councillor Moore

That Council grant third and final reading to Bylaw 2023-10 Tax Rate, a bylaw to establish the rates of taxation for 2023.

**Motion Carried**

#### **7.4 Bylaw 2023-11 Council Procedural**

*Councillor McCoy requested a recorded vote.*

##### **Res. 254-23**

MOVED by Councillor Windsor

To refer Council Procedural Bylaw 2023-11 to the Policy and Governance Committee and that any Council member feedback on the policy be provided to the CAO by Monday May 15, 2023 at noon, to be presented at the next Committee meeting.

Mayor Hunter	For
Deputy Mayor Engel	For
Councillor Baswick	For
Councillor McCoy	Opposed
Councillor Moore	For
Councillor Windsor	Opposed

**Motion Carried**

#### **8. BUSINESS**

##### **8.1 East Reservoir Project**

##### **Res. 255-23**

MOVED by Councillor Windsor

To explore the proposed location of the 15A playground land and explore potential alternative locations including the Memorial Complex outlying land.

**Motion Carried**

##### **Res. 256-23**

MOVED by Councillor Baswick

To amend the 2020 Capital Budget to cancel the east reservoir land acquisition for \$200,000.

**Motion Carried**

##### **8.2 Skid Steer Annual Program Removal**

##### **Res. 257-23**

MOVED by Councillor Baswick

To amend the 2022 Capital Budget to cancel the Skid Steer Replacement for \$3,500.

**Motion Carried**

##### **8.3 Didsbury and District Chamber of Commerce Request for Letter of Support**

*Councillor McCoy requested a recorded vote.*

##### **Res. 258-23**

MOVED by Councillor McCoy

To accept the Didsbury and District Chamber of Commerce Request for Letter of Support as information.

Mayor Hunter	Opposed
Deputy Mayor Engel	Opposed
Councillor Baswick	For
Councillor McCoy	For
Councillor Moore	Opposed
Councillor Windsor	Opposed

**Motion Defeated**

*Deputy Mayor Engel requested a recorded vote.*

**Res. 259-23**

MOVED by Councillor Windsor

To approve that Mayor Hunter, on behalf of Council, provide a letter of support for the Didsbury and District Chamber of Commerce, for use in their grant application to the Community Facility Enhancement Program.

Mayor Hunter	For
Deputy Mayor Engel	For
Councillor Baswick	For
Councillor McCoy	Opposed
Councillor Moore	For
Councillor Windsor	For

**Motion Carried**

**8.4 Reconvening of Creekside ASP and MDP Public Hearing**

**Res. 260-23**

MOVED by Deputy Mayor Engel

To set June 13, 2023 to reconvene the Public Hearings for Creeks Side Areas Structure Plan Bylaw 2022-15 and Amendment of the Municipal Development Bylaw 2022-16.

**Motion Carried**

**8.5 Selling of Community Hall Lands (Five-0 Club)**

**Res. 261-23**

MOVED by Councillor Moore

To approve that the lands commonly known as the Community Hall (Five-0 Club) 2500 15 Avenue be listed for sale, with a requirement for timely development and consideration of the vision of the development proposal, as well as the purchase amount, to be decided upon by Council.

**Motion Carried**

**8.6 Recommendation from the Policy Governance Committee Reserve Fund**

**Res. 262-23**

MOVED by Councillor Windsor

To approve the renaming of the 'Tax Stabilization Fund' to the 'Strategic Initiatives and Contingency Reserve' to be utilized for strategic and contingency type operations and projects and refer this item to the Strategic Planning Committee to make recommendation to Council on the principles of funding this reserve.

**Motion Carried**

**9. CORRESPONDENCE & INFORMATION**

- Didsbury Lions Thank You card
- Didsbury Municipal Library Budget
- Society for Hospital Expansion in Central Alberta – Public Rally

**Res. 263-23**

MOVED by Councillor Moore

To accept the correspondence items presented as information.

**Motion Carried**

**10. COUNCIL MEETING HIGHLIGHTS**

- Moving forward with the East Reservoir Project.
- To thank the Firefighters from Didsbury and regionally for assisting Drayton Valley with their firefighting efforts.
- Passing of the tax rate bylaw with a reduction to the mill rate.
- Presentation from Bethany Care Society regarding their pathway and gazebo project.
- Reconvening Creekside ASP & MDP Public Hearing for June 13, 2023.
- Thorough CAO Report.

**11. QUESTION PERIOD**

**12. CLOSED MEETING**

**Res. 264-23**

MOVED by Deputy Mayor Engel

To go into Closed Meeting for the following purposes at 8:55 p.m.

12.1 Draft Tax Brochure - Section 23 and 24 of the FOIP Act

12.2 RCMP Detachment - Section 20 of the FOIP Act

12.3 Shantz Village - Section 23, 24 and 27 of the FOIP Act

12.4 Strategic Planning - Section 23 and 24 of the FOIP Act

12.5 MVSH Board Succession - as per Section 21 and 23 of the FOIP Act

12.6 Development and Land Updates - Section 24 of the FOIP Act

**Motion Carried**

**13. RECONVENE**

**Res. 265-23**

MOVED by Councillor Moore

To return to Open Meeting at 9:53 p.m.

**Motion Carried**

**Res. 266-23**

MOVED by Councillor Windsor

To refer the RCMP Detachment item to Committee of the Whole.

**Motion Carried**

**Res. 267-23**

MOVED by Councillor McCoy

To respond to the Shantz Village group as discussed.

**Motion Carried**

**14. ADJOURNMENT**

**Res. 268-23**

MOVED by Councillor Moore

To adjourn the May 9, 2023 Regular Council Meeting at 9:56 p.m.

**Motion Carried**

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Mayor - Rhonda Hunter

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Chief Administrative Officer- Ethan Gorner



## REGULAR COUNCIL MEETING Request for Decision (RFD)

*Vision: The Place to Grow.*

*Mission: Creating the Place to Grow.*

MEETING DATE: May 23, 2023  
SUBJECT: Council Reports  
ORIGINATING DEPARTMENT: Legislative Services

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### BACKGROUND/PROPOSAL:

Council Members will each provide a verbal and/or written report on any business or committee activity in which they have participated.

### DISCUSSION/OPTIONS/BENEFITS/DISADVANTAGES

Council will be presented with the Council Professional Development Year to Date information. This will include information on events Council members are registered for, including the locations and dates.

### Council Professional Development Schedule for May 2023:

Mayor Hunter: May 25-28, 2023; Federation of Canadian Municipalities Conference; Toronto, ON

### ALIGNMENT WITH STRATEGIC PLAN

2. An Informed & Engaged Community

### RECOMMENDATION

That Council accept the Council Reports for May 23, 2023 as information.



## REGULAR COUNCIL MEETING Request for Decision (RFD)

*Vision: The Place to Grow.*

*Mission: Creating the Place to Grow.*

MEETING DATE: May 23, 2023  
SUBJECT: CAO Report  
ORIGINATING DEPARTMENT: Legislative Services

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### BACKGROUND/PROPOSAL:

Please see attached information for the Chief Administrative Officer Report (CAO) for May 23, 2023.

### ALIGNMENT WITH STRATEGIC PLAN

2. An Informed & Engaged Community

### RECOMMENDATION

That Council accept the CAO Report for May 23, 2023 as information.



## CAO Report – May 23, 2023

### 1. Summer Games Legacy Fund—Mural (Community Services)

In early 2021, the Town of Didsbury received \$17,296.89 in disbursement funding for Didsbury's portion of the Mountain View Summer Games Legacy Fund. The Strategic Planning Committee was tasked with recommending use of these funds to either support and/or recognize athletes within our community. Council has approved \$2000 of this for seed money for an athletic scholarship and the remaining \$15,296.80 be reserved for use towards the installation of a mural at the Didsbury Memorial Complex to recognize local athletes. The 2023-25 Town of Didsbury Strategic Plan identifies the need for the development of a Culture, Heritage, and Arts Master Plan (CHAMP) for Didsbury. This document would assist in guiding the mural project successfully in future years, and the project would garner community support through the CHAMP process..

### 2. Communities in Bloom (Community Services)

We have recently experienced a staffing change within the Parks department, with long-time Parks Lead Aimee Hunter moving on to other opportunities. During her time with the Town of Didsbury, Aimee has been a champion for the Communities in Bloom (CIB) program, with her efforts earning us a four bloom rating in 2022 during provincial judging. As part of the CIB program, Aimee worked with community members to establish a Communities in Bloom Committee. To ensure continuity during this staffing transition, Nicole Aasen, Director of Community Services and/or her delegate, will assume the Town of Didsbury liaison position with the committee to ensure that there is minimal disruption to the Committee's efforts in 2023.

### 3. Trees at Rosebud Valley Campground (Community Services)

As a result of the installation of the Rosebud Sanitary Trunk Line several years ago, the trees located at the Rosebud Valley Campground along Highway 582 were removed. Unfortunately, due to numerous utility lines being located along this corridor, including a high-pressure gas line, mature trees are not feasible for replacements. Whatever planting occurs in this area must be hand dug to avoid the risk of disrupting the utility lines. As such, we will be planting lilac bushes along Highway 582, which are ideal for this location. Not only are they beautiful and fragrant, but they can be hand-planted and they grow quickly. They will enhance the aesthetics of the campground, while providing sound and visual barriers for our guests. The first five lilac bushes are being planted currently, and more will be installed later this season.

### 4. Development Permitted Use Decisions (Development Officer, Planning & Development)

PERMIT #	ADDRESS	TYPE	APPLICANT/OWNER	DECISION DATE
DP 23-027	71 Valarosa Drive	Deck Extension & Stairs	Moreau, Dustin & Lana	May 8, 2023
DP 23-028	1906 – 20 Street	Seasonal Pop-Up Patio	The 1906 Bistro Bar (Springer, Theo)	May 10, 2023
DP 23-029	207 Westhill Close	Front Yard Fence	Chandler, Julia	May 17, 2023
DP 23-030	1520 – 22 Avenue	Demolition Permit	Jalin Homes c/o Matz, Justin	May 12, 2023

#### *Municipal Planning Commission (Discretionary Use) Decisions:*

PERMIT #	ADDRESS	TYPE	DECISION DATE	APPEAL PERIOD ENDS	APPLICANT/ OWNER
DP 23-025	901 – 10 Street	Accessory Bldg. - Garage	May 10, 2023	May 31, 2023 (at 4:30 p.m.)	Schmidt, Darren & Vanessa

*This file was taken to MPC as the Accessory Building is located within the UR: Urban Reserve District and Accessory Building is a Discretionary Use in this District.*



## REGULAR COUNCIL MEETING Request for Decision (RFD)

*Vision: The Place to Grow.*

*Mission: Creating the Place to Grow.*

MEETING DATE: May 23, 2023  
SUBJECT: Bylaw 2023-11 Council Procedural  
ORIGINATING DEPARTMENT: Legislative Services

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### BACKGROUND/PROPOSAL:

The Policy and Governance Committee (PGC) was tasked with reviewing and making recommendations to update the Council Procedural Bylaw. This bylaw establishes the rules and procedures for conducting orderly Council meetings for the members of Council.

### DISCUSSION/OPTIONS/BENEFITS/DISADVANTAGES

Bylaw 2023-11 received first reading at the April 25, 2023 Regular Council Meeting and was referred back to the committee.

The committee reviewed and discussed Bylaw 2023-11 at their May 3, 2023 meeting and recommended Council Procedural Bylaw 2023-11 receive second reading and possibly third reading. At the May 9, 2023 Regular Council Meeting, a motion was made to refer the bylaw back to the Policy & Governance Committee with the feedback provided to the CAO by Council members.

The PGC met on May 17, 2023 and made further revisions based on the feedback received.

Please find attached Bylaw 2023-11 Council Procedural Bylaw with changes made previously indicated in red. The new revisions are either in strikethrough or highlighted with green text.

The committee is recommending the Bylaw received second and third readings with approval of the revisions.

### ALIGNMENT WITH STRATEGIC PLAN

#### **2. An Informed & Engaged Community**

### RECOMMENDATION

That Council grant second reading to Council Procedural Bylaw 2023-11.

AND

That Council grant third and final reading to Council Procedural Bylaw 2023-11.

TOWN OF DIDSBURY  
Council Procedural Bylaw 2023-11

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**A BYLAW OF THE TOWN OF DIDSBURY TO ESTABLISH RULES AND PROCEDURES FOR THE CONDUCTING OF ORDERLY COUNCIL MEETINGS FOR THE MEMBERS OF COUNCIL.**

The Council of the Town of Didsbury enacts the following:

**PART 1: PURPOSE**

*Purpose*

1. The purpose of this bylaw is to establish rules to follow in governing Town of Didsbury Council Meetings.
2. The following meetings are carried out in accordance with the *Municipal Government Act* RSA C-M26:
  - 2.1 Regular Council Meetings
  - 2.2 Special Council Meetings
  - 2.3 Organizational Meeting
  - 2.4 Public Hearings
  - 2.5 Closed (in-camera) Meetings
3. All references to Chief Administrative Officer (CAO) will be taken to also mean any designate as directed by the CAO.

**PART 2: APPLICATION**

*Paramount Rules*

4. If the provisions in any other bylaw conflict with the rules in this Bylaw, this Bylaw will prevail.

**PART 3: MEETING FRAMEWORK**

*Meeting Chair*

5. The Mayor shall be the Chair of all Council Meetings unless absent, and in that event, the Deputy Mayor will act in their stead. Where both the Mayor and Deputy Mayor are absent, Council shall appoint one of the remaining members to Chair that meeting by motion.

*Meeting Dates and Times*

6. The days and times of Regular Council Meetings shall be set by resolution at the Organizational Meeting each year. Other meetings as needed may be set by motion of Council.
7. The meeting schedule may be amended in any way, including the addition or cancellation of meetings, by motion of Council.

*Electronic Participation*

8. Council members participating in a meeting held by means of electronic communication, which includes all forms of virtual or telephone participation, are deemed to be present at the meeting.
  - 8.1 Poor connectivity may impede the council member's participation.
9. Councillors participating in closed discussions must verbally confirm that they are participating alone and confidentially, which shall be recorded in the minutes.

### *Electronic Devices*

10. Only Town issued devices are to be accessible and used by Council members during all meetings/committees of Council, other than for such uses as allowed by the Chair. All personal devices shall be turned off and put away unless their use is authorized by the Chair.

### *Councillor Seat Selection*

#### 11. Council seating positions are at the discretion of Council.

11.1 At the Annual Organizational Meeting, Council ~~will~~ **may** change seating positions by random draw.

11.2 The Deputy Mayor will sit directly adjacent to the Mayor.

11.3 Any Council member may request a seating change by requesting this as an agenda item through the process outlined below.

### *Quorum*

12. The majority of all the Councillors that comprise the Council shall establish a quorum.

### *Meeting Length & Unfinished Business*

13. Regular Council meetings that reach the four (4) hour mark will adjourn to the next day or a date and time designated by motion.
14. Council may, by motion, defer all or some of the remaining business of Council to the next regularly scheduled meeting of Council.

## **PART 4: COUNCIL MEETING BUSINESS**

### *Order of Business*

15. The order of business at a meeting is the order of the items on the agenda except:
  - 15.1 When a previous meeting has been adjourned for lack of a quorum and no special meeting has been called to deal with the business of the adjourned meeting, the agenda items from the adjourned meeting must be dealt with before any items on the current agenda;
  - 15.2 When Council alters the order of business for the convenience of the meeting by motion.

### *Administrative Inquiries*

16. Council members will make administrative inquiries during the CAO Report portion of Council meetings, and be approved by motion for any administrative follow up.

### *Livestreaming*

17. Council meetings shall be livestreamed during the meeting, and/or digitally recorded, and access thereto will be made available on the Town of Didsbury website thereafter.

### *Meeting Decorum*

18. The Chair presides over the meeting and all comments and questions shall be addressed through the Chair. This includes members of Council and other participants and delegations, who will not speak until recognized by the Chair.
  - 18.1 All members wishing to speak to a matter will notify the chair by raising their hand and will hold their peace until called upon. Council members will not be disruptive or disrespectful.
19. The Council member making a motion shall have the first right to speak to the motion.

20. Those speaking will indicate if they are in favour of or opposed to the motion.
21. Council members may speak twice to a motion, and may only speak a second time after everyone who wishes to speak has spoken a first time. After a member has spoken twice to a matter, they will not be called upon to speak again unless providing new information to the motion.
22. Comments or questions must be relative to the motion or matter being considered.
23. Those speaking will address their comments and questions to the chair.
  - 23.1 Council members will not engage in side conversations with other members, while others have the floor during debate, nor be disruptive in their behaviours to the Chair or the decorum of the meeting.
  - 23.2 Council members will be respectful of the will of the majority of Council and will not verbally attack or threaten or attempt to intimidate them for decisions they disagree with. Council members who engage in such behaviours will be asked to leave the meeting.
  - 23.3 Members who persist in being disruptive and disrespectful to the Chair's ability to keep order will be asked to leave the meeting.
24. To limit debate, a Council member may, at any time, make a motion to end debate and call for the vote. Such motions are not debatable and require two-thirds majority vote to pass. If passed, the vote will immediately be called.

### ***Council Assignment Reports***

25. Each Council member will be provided up to three (3) minutes for the purpose of providing a verbal update on their current Council assignments.
  - 25.1 Council members may provide a written report in lieu of a verbal report.
26. Any action required as a result of a Council Report shall be brought forward as a separate business item.
27. Council members attending conventions, educational sessions and other professional development sessions shall provide a written report outlining the highlights of the event within 2 weeks of attending for inclusion in the next Regular Council Meeting Agenda.

## **PART 5: MEETING AGENDAS AND MINUTES**

### ***Agenda Format***

28. The agenda and legislative schedule are planned by the CAO **in consultation with the** Mayor, in accordance with the needs of Council, Administration and the business of the Town.
  - 28.1 **As an administration process,** Council members who wish for a matter to be ~~considered for included~~ on an agenda will submit the item to the Mayor **and CAO,** for inclusion on the agenda ~~who will then discuss the proposal with the CAO for consideration.~~
29. **Items** ~~Such requests~~ **will not be included on the agenda that are:**
  - 29.1 Re-addressing of a previously heard issue, where there is no new information being brought forth;
  - 29.2 Administrative in nature;
  - 29.3 Unrelated to Council business or the governance of the town or not in the scope of local government responsibilities and powers.
30. The agenda sets forth the order of business for a given meeting and will follow in accordance with the motion of Council that adopts the agenda at the start of the meeting.

### *Agenda Distribution*

31. The CAO will ensure copies of the agenda are available to Council members before each regular Council meeting (generally two (2) business days before the meeting).

### *Adoption of Agenda*

32. Council members wishing to add additional items will provide context to the matter being presented. These proposed additions to the agenda will be voted on separately.
  - 31.1 A member must give sufficient detail so that the subject of the motion and any proposed action can be determined.
  - 31.2 Council members may provide advance notice to the Council of their intent to request to add an item by providing a notice of motion to the Mayor and CAO prior to the meeting. The notice will contain background and contextual information to the matter that the member would like the rest of Council to consider. The Mayor and CAO will distribute the notice to the other members of Council prior to the meeting. The item will then be considered in accordance with the above process.
33. Council will vote to adopt the agenda prior to transacting other business and may by motion, ~~on the recommendation of the Mayor or CAO:~~
  - a. Add new items to the agenda;
  - b. Delete any matter from the agenda;
  - c. Revise the order of business on the agenda.

### *Preparation of Minutes*

34. The CAO will ensure that Council minutes are taken and prepared, in accordance with the *Municipal Government Act*.

### *Adoption of Minutes*

35. The minutes of each meeting will be circulated, prior to the meeting, as part of the agenda package for which they are to be adopted. Council will do one of the following:
  - a. Pass a motion adopting the minutes if there are no errors or omissions;
  - b. If there are minor errors or omissions, Council shall make a motion to adopt the minutes as amended;
  - c. If there are major errors or omissions, the minutes shall be deferred to the following meeting.

### **PART 6: PERSONS WISHING TO ADDRESS COUNCIL (Delegations)**

36. If a person wishes to speak to Council on any matter, that person must notify Administration in writing and must state the reason for the request to speak. The written request must include an outline of the issue to be addressed, along with any pertinent background information, and an overview of any action being requested of Council. ~~The Mayor and CAO will review and consider the request and, if appropriate for a Council meeting, it will be placed on a future Council agenda at the discretion of the Mayor and CAO.~~
37. A request will be deemed to ~~not be appropriate for a Council meeting if ; in the opinion of the Mayor and CAO, the matter is~~ (but not limited to):
  - a. Re-addressing a previously heard issue, where there is no new information being brought forth;

- b. Administrative in nature;
- c. Unrelated to Council business, or the governance of the town, or not in the scope of local government responsibilities and powers;
- d. Self-promoting or politicking, or a sales pitch;
- e. Incoherent; or Libelous, impertinent or improper.

38. Generally, delegations will have up to 10 minutes to speak; however, their time will be at the discretion of the chair.

#### ***Council Consideration of Request***

39. If a person appears at a Council meeting wishing to speak to Council without having given prior notice, Council may:
- a. Choose to add them to the “Delegation” portion of the agenda by unanimous motion;
  - b. If such request is not approved by unanimous motion, the person will not be allowed to speak.

### **PART 7: COUNCIL ASSIGNMENTS**

- 40. Only the primary Council member appointed to a specific assignment (or their appointed alternate, if acting in their absence) may act, speak, or vote on a matter. They may not delegate this appointed responsibility to anyone else.
- 41. Council members must have the approval of Council, by motion, to put their name forward to take on any additional responsibility or role within their appointed assignment.
- 42. Council Meetings shall take priority over all other council appointed assignments.

### **PART 8: REPRESENTING COUNCIL**

#### ***Public Comments on Council Business***

- 43. Unless Council directs otherwise, the Mayor is Council’s official spokesperson and in the absence of the Mayor, it is the Deputy Mayor.
- 41.1 This includes commenting publicly or on social media about Council decisions or the business conducted at Council meetings. Councillors will refrain from publicly commenting on the decisions of Council or on administrative recommendations and will defer all such comments to the Mayor or Council’s official spokesperson.

#### ***Public Events***

- 44. The Mayor (Chief Elected Official) is the official representative and spokesperson for Council and the Town at public events and will perform official duties as required. If the Mayor is not available, the Deputy Mayor will be delegated on behalf of the Mayor. If the Mayor and Deputy Mayor are not available, the Mayor and/or Deputy Mayor will delegate a member of Council in their stead.
- 45. Other members of Council may accompany the Mayor/Deputy Mayor when appropriate or when approved by motion of Council.

### **PART 9: - SPECIAL MATTERS**

#### ***Petitions***

- 46. Any matter required to be brought to Council by way of petition must be supported by a petition that complies with the *Municipal Government Act* or other applicable legislation.

### *Suspension of Rules*

47. If a special circumstance arises that would justify, in the opinion of Council, a relaxing of any of these protocols, then any of these clauses, where not already allowed, may be temporarily relaxed or set aside by a motion of Council, such a motion must be carried unanimously.

### **PART 10: - GALLERY QUESTION PERIOD**

48. The holding of Gallery Question Period, and whether to hold it, shall be on motion of Council and the format or placement of it on the agenda shall be at the discretion of the meeting chair.
- 46.1 When held, it will be for only questions or comments related to Council business or governance matters from that meeting's agenda. All questions or comments are to be made to the chair.
- 46.2 Council encourages respectful and constructive dialogue. Participants will not attack or ridicule staff or Council, and will not politic or campaign. Those who do so will not be called upon to participate.
49. The Chair shall have discretion in response to the questions or comments that arise, and on the order that individuals are called upon to participate.

### **PART 11: - GENERAL PROVISIONS**

50. Bylaw 2020-12 and all amendments thereto are hereby repealed.
51. That this Bylaw shall take effect on the date of final passing.

Read a first time this 25<sup>th</sup> day of April, 2023

Read a second time this      day of      , 2023

Read a third and final time this      day of      , 2023

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Mayor – Rhonda Hunter

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Chief Administrative Officer – Ethan Gerner



## REGULAR COUNCIL MEETING

### Request for Decision (RFD)

*Vision: The Place to Grow.*

*Mission: Creating the Place to Grow.*

MEETING DATE: May 23, 2023  
SUBJECT: Bylaw 2023-12 Amending the Land Use Bylaw - 400, 500 & 600 Shantz Drive & Bylaw 2023-13 Amending Shantz Village ASP  
ORIGINATING DEPARTMENT: Planning & Development

---

#### **BACKGROUND/PROPOSAL:**

The three lots are located in the southeast corner of the Shantz Village Area Structure Plan. The subject lots are undeveloped and there has been a demand for more commercial development within the Town.

The three lots are currently zoned R2: Residential District - General and are proposed to be redesignated to C1: Commercial District - General.

The proposed change to the Shantz Village ASP will reflect the lots to be identified in the Commercial Policy Area.

#### **DISCUSSION/OPTIONS/BENEFITS/DISADVANTAGES**

The development of commercial parcels within this area provides diversity of development opportunities and will lend support to the existing and future commercial and residential development within the Area Structure Plan.

#### **ALIGNMENT WITH STRATEGIC PLAN**

##### **2. An Informed & Engaged Community**

#### **ALIGNMENT WITH STATUTORY PLANS**

##### **Municipal Development Plan Bylaw 2012-09**

The Municipal Development Plan was recently amended with Bylaw 2022-05 to reflect the area to be Mixed Use Lands.

- This change provides for the consideration of a variety of uses and this proposed change complies with this recent amendment.

##### **Shantz Village Area Structure Plan Bylaw 2016-04**

The policy area within the ASP, Section 6.2 Commercial Areas has a purpose to provide for additional commercial opportunities to supplement the existing buildings currently located within the municipality.

Policy 6.2.1 The Commercial Area shall allow for a variety of uses including retail, office and personal service shops that are compatible with the area.

- The proposed amendment to the ASP is in alignment with the purpose and policy for commercial uses.

#### **RECOMMENDATION** (Administration is recommending three separate motions)

1. That Council grant first reading of Bylaw 2023-12 Amending the Land Use Bylaw 400, 500 & 600 Shantz Drive.
2. That Council grant first reading of Bylaw 2023-13 Amending Shantz Village ASP.
3. That Council set June 27, 2023 as the Public Hearing for Bylaw 2023-12 and Bylaw 2023-13.

**TOWN OF DIDSBURY**  
**Amending the Land Use Bylaw- 400, 500 & 600 Shantz Drive**  
**Bylaw No. 2023-12**

---

A Bylaw of the Town of Didsbury in the Province of Alberta, pursuant to the provisions of the Municipal Government Act, being Chapter M-26-1, of the revised Statutes of Alberta and amendments thereto, to amend Land Use Bylaw No. 2019-04.

**WHEREAS**, the Council of the Town of Didsbury deems it necessary to amend Bylaw No. 2019-04: Land Use Bylaw;

**NOW THEREFORE**, the Council of the Town of Didsbury, in the Province of Alberta, duly assembled enacts the following:

(1) This Bylaw may be cited as Amending Bylaw No. 2023-12 to amend the Land Use Bylaw No. 2019-04.

(2) Bylaw No. 2019-04, being the Town of Didsbury Land Use Bylaw, is hereby amended

**NOW THEREFORE**, the Council of the Town of Didsbury, in the Province of Alberta, duly assembled enacts as follows:

**1. SHORT TITLE**

1.1. This Bylaw may be referred to as “Amending the Land Use Bylaw - 400, 500 & 600 Shantz Drive”

**2. PROPOSED AMENDMENTS**

2.1. That Appendix A, Map A, of the Land Use Bylaw No. 2019-04 be replaced with updated Map A Land Use District Map as defined in Schedule A, to demonstrate redesignation of parcels within the defined boundary from R2: Residential District - General to C1: Commercial District – General.

**3. EFFECTIVE DATE**

3.1. This Bylaw shall come into upon passing of the third and final reading.

Read a First time on this \_\_\_\_\_ day of \_\_\_\_\_ 2023

Read a Second time on this \_\_\_\_\_ day of \_\_\_\_\_ 2023

Read a Third and Final time on this \_\_\_\_\_ day of \_\_\_\_\_ 2023

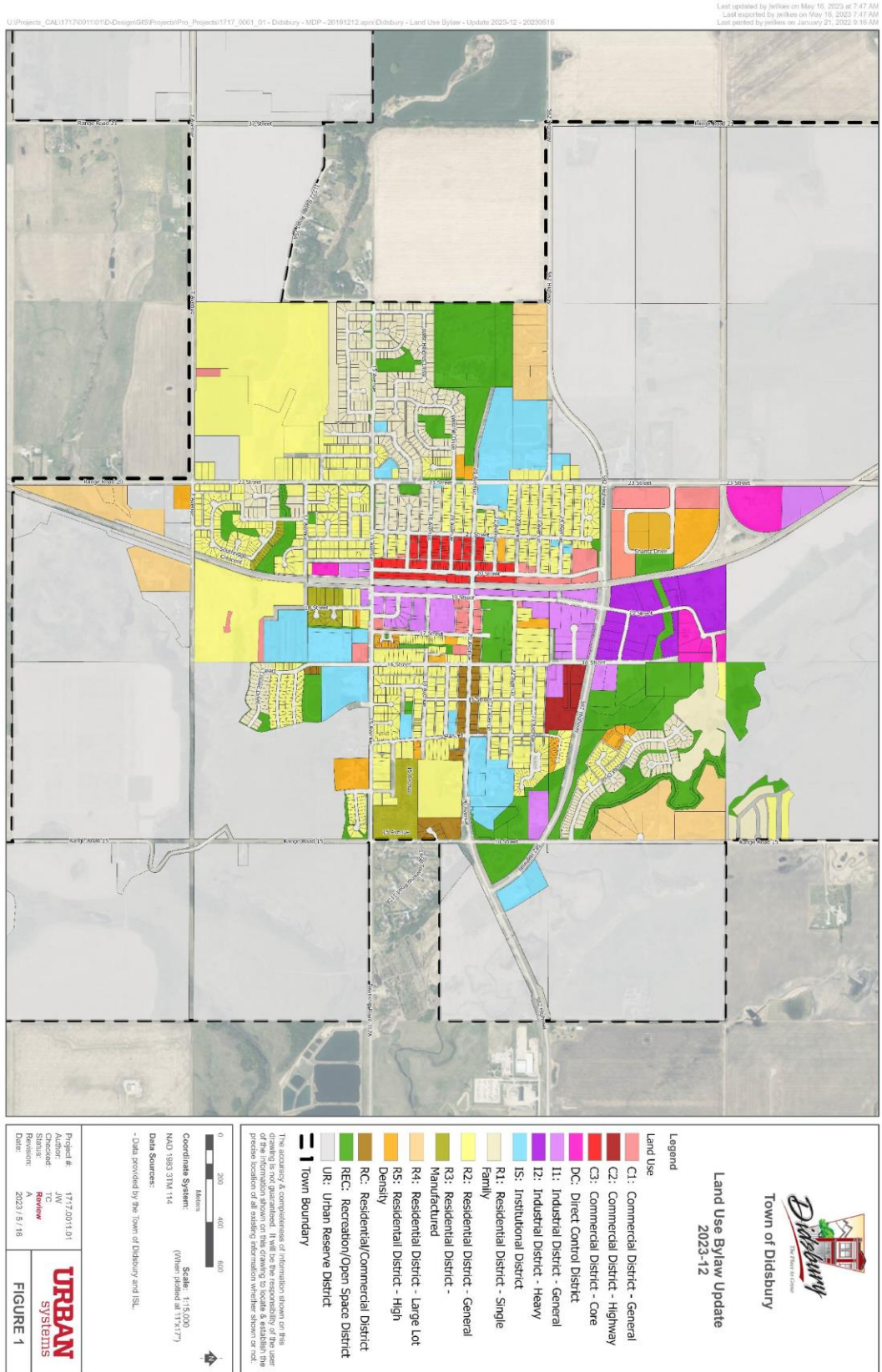
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Mayor Rhonda Hunter

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Chief Administrative Officer Ethan Gorner

# Schedule A



**TOWN OF DIDSBURY**  
**Amending Shantz Village Area Structure Plan**  
**Bylaw No. 2023-13**

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A Bylaw of the Town of Didsbury in the Province of Alberta, pursuant to the provisions of the Municipal Government Act, being Chapter M-26-1, of the revised Statutes of Alberta and amendments thereto, to amend Shantz Village Area Structure Plan Bylaw No. 2016-04.

**WHEREAS**, the Council of the Town of Didsbury deems it necessary to amend Shantz Village Area Structure Plan Bylaw No. 2016-04.

**NOW THEREFORE**, the Council of the Town of Didsbury, in the Province of Alberta, duly assembled enacts the following:

(1) This Bylaw may be cited as Amending Bylaw No. 2023-13 to amend the Shantz Village ASP Bylaw No. 2016-04.

(2) Bylaw No. 2016-04, being the Shantz Village Area Structure Plan Bylaw, is hereby amended

**NOW THEREFORE**, the Council of the Town of Didsbury, in the Province of Alberta, duly assembled enacts as follows:

**1. SHORT TITLE**

1.1. This Bylaw may be referred to as “Amending the Shantz Village Area Structure Plan”

**2. PROPOSED AMENDMENTS**

2.1. That Figure 7: Land Use Policy Areas, of the Shantz Village Area Structure Plan Bylaw No. 2016-04 be replaced with updated Figure 7 as defined in Schedule A, to demonstrate a change in future land use from Residential to Commercial.

**3. EFFECTIVE DATE**

3.1. This Bylaw shall come into upon passing of the third and final reading.

Read a First time on this \_\_\_\_ day of \_\_\_\_\_ 2023

Read a Second time on this \_\_\_\_ day of \_\_\_\_\_ 2023

Read a Third and Final time on this \_\_\_\_ day of \_\_\_\_\_ 2023

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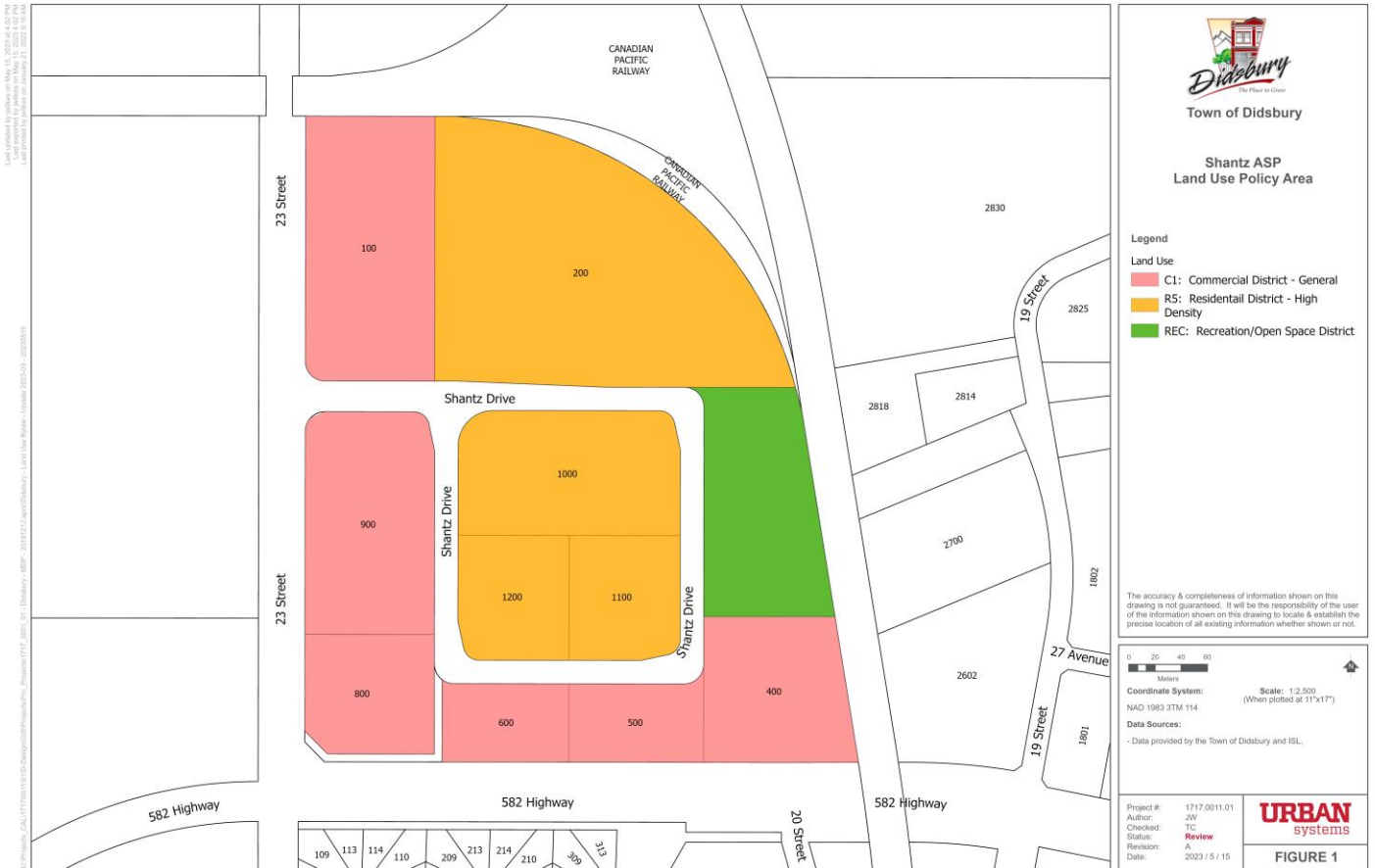
Mayor Rhonda Hunter

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Chief Administrative Officer Ethan Gorner

## SCHEDULE A

# Land Use Policy Areas





## REGULAR COUNCIL MEETING Request for Decision (RFD)

*Vision: The Place to Grow.*

*Mission: Creating the Place to Grow.*

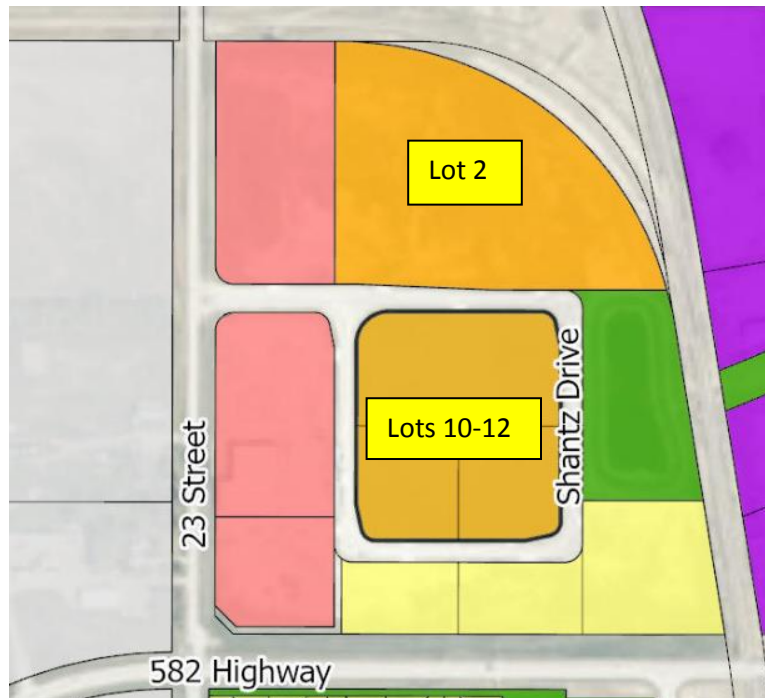
MEETING DATE: May 23, 2023  
SUBJECT: Sale of Lands for Future Development in Shantz Park  
ORIGINATING DEPARTMENT: Legislative Services

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### BACKGROUND/PROPOSAL:

The Town of Didsbury has advertised, for four weeks, our intention to sell, for potential future development, the following parcels of land legally described as:

Plan 1310247, Block 1, Lots 2, 10, 11 and 12 for a total sum of \$2,433,900.00, which is inclusive of \$484,445.89 in off-set levies. Note the lands in orange.



### DISCUSSION/OPTIONS/BENEFITS/DISADVANTAGES

The Town has received an offer for the above noted lands, for future development, in the amount of \$2,433,900.00, which is inclusive of \$484,445.89 in off-set levies.

Administration is asking for Council to approve the sale of the lands in the amount offered.

### ALIGNMENT WITH STRATEGIC PLAN

#### 3. Infrastructure & Asset Management

### RECOMMENDATION

To approve the offer of \$2,433,900.00 for the lands legally described as Plan 1310247, Block 1, Lots 2, 10, 11 and 12.



## REGULAR COUNCIL MEETING Request for Decision (RFD)

*Vision: The Place to Grow.*

*Mission: Creating the Place to Grow.*

MEETING DATE: May 23, 2023  
SUBJECT: Red Deer Polytechnic Convocation Invite  
ORIGINATING DEPARTMENT: Office of the Mayor

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### BACKGROUND/PROPOSAL:

The Red Deer Polytechnic (formerly Red Deer College) is holding their 2022/2023 Convocation on June 2, 2023.

Mayor Hunter has been invited to attend the ceremony on the platform and an after ceremony event.

### DISCUSSION/OPTIONS/BENEFITS/DISADVANTAGES

Council is being asked to support Mayor Hunter's attendance to the Convocation Ceremonies on June 2, 2023 at Red Deer Polytechnic if she is available to attend.

### ALIGNMENT WITH STRATEGIC PLAN

1. Economic Prosperity
2. An Informed & Engaged Community

### RECOMMENDATION

To approve Mayor Hunter, if available, to attend the 2022/2023 Red Deer Polytechnic Convocation Ceremonies on June 2, 2023.



## REGULAR COUNCIL MEETING Request for Decision (RFD)

**Vision:** The Place to Grow.

**Mission:** Creating the Place to Grow.

MEETING DATE: May 23, 2023  
SUBJECT: MVRWMC Agreement  
ORIGINATING DEPARTMENT: Legislative Services

---

### **BACKGROUND/PROPOSAL:**

At the December 13, 2022 Regular Council Meeting, Council made a motion to approve to participate in the Recycling Survey for the Mountain View Regional Waste Management Commission (MVRWMC), and agreed to elect to close all recycling collection sites.

*Res. 614-22*

*MOVED by Councillor McCoy to approve the participation in the Recycling Survey for the Mountain View Regional Waste Management Commission as discussed and to select the choice to close all recycling collection sites.*

### **DISCUSSION/OPTIONS/BENEFITS/DISADVANTAGES**

As the membership approved to remove this service, a new agreement is required to indicate the changes in this service.

Please find attached a new agreement with MVRWMC, with the provisions of recycling service removed.

Council is being asked to approve the agreement as presented.

### **ALIGNMENT WITH STRATEGIC PLAN**

#### **3. Infrastructure & Asset Management**

### **RECOMMENDATION**

To approve the updated Agreement with Mountain View Regional Waste Management Commission as presented.

THIS AGREEMENT MADE THE 1st DAY OF August, 2023.

**BETWEEN:**

**MOUNTAIN VIEW REGIONAL WASTE MANAGEMENT COMMISSION**  
(hereinafter called the "**Commission**")

**AND:**

**TOWN OF DIDSBURY**  
(hereinafter called the "**Municipality**")

**WASTE SERVICES AGREEMENT**

**WHEREAS:**

- A.** The Commission owns and either operates all Waste Management Facilities or contracts a third party to operate the Waste Management Facilities or any component thereof on behalf of the Commission;
- B.** The Commission will accept Waste at each of the Waste Management Facilities and will process it at these Waste Management Facilities;
- C.** The Commission has agreed to accept Waste delivered to the Landfill and Waste Transfer Stations and dispose of the same in accordance with the permits obtained by the Commission and maintained in force from time to time;

NOW THEREFORE, IN CONSIDERATION of the mutual promises, terms, covenants and conditions contained herein, the parties hereto agree as follows:

**ARTICLE 1 - DEFINITIONS**

**1.1 Definitions**

In this Waste Services Agreement:

- (a)** "**Agreement**" means this Agreement together with any amendments hereto or extensions hereof, provided that such amendments or extensions are in writing and signed by each of the parties;
- (b)** "**Applicable Laws**" means any and all provisions of any constitution, treaty, statute, law, regulation, ordinance, code, rule, judgment, rule of common law, order, decree, award, injunction, Governmental Approval, franchise, license, agreement, or other governmental restriction or any similar form of decisions of, or determination by, or any interpretation or administration of any of the foregoing by, any Governmental Authority;

- (c) **"Delivery Point"** means that location past the weigh scale located at the Landfill, as directed by the Commission from time to time;
- (d) **"Effective Date"** means August 1<sup>st</sup>, 2023;
- (e) **"Event of Default and Remedies"** referred to Membership Agreement;
- (f) **"Event of Suspension"** has the meaning as ascribed thereto in Section 7.1 hereof;
- (g) **"Fees for Service"** means the fees that will be established by the Board as part of the budget by September 30<sup>th</sup> each year.
- (h) **"Force Majeure"** means any act of God, major storms, civil disturbance or any similar major event or occurrence not within the control of a party and which by the exercise of due diligence by such party could not have been prevented, but lack of funds on the part of such party shall be deemed not to be a Force Majeure;
- (i) **"Governmental Approvals"** means all approvals, permits, licenses, actions, orders, authorizations, consents, leases, waivers, franchises, concessions, agreements, rulings, certifications, filings or registrations by or with, or reports or notices to or from, any Governmental Authority regarding the operation of the Waste Transfer Station;
- (j) **"Governmental Authority"** means any nation or government (including any government authority, agency, department, board, commission, court of Canada, the Province of Alberta) or any tribunal or arbitrator(s) of competent jurisdiction, or any self-regulatory organization having jurisdiction over the Waste Transfer Station;
- (k) **"Hazardous Waste"** has the meaning as ascribed to both the following terms;
  - (i) "hazardous recyclable", and
  - (ii) "hazardous waste",in the *Waste Control Regulation*, Alberta Regulation 192/96 as enacted pursuant to the *Environmental Protection and Enforcement Act* (Alberta), as amended from time to time;
- (l) **"Landfill"** means that site either controlled or owned by the Commission, which is used for the disposal of Waste by burial;

- (m) **"Liquid"** has the meaning as the term "liquid" has in the *Waste Control Regulation*, Alberta Regulation 192/96 as enacted pursuant to the *Environmental Protection and Enforcement Act* (Alberta), as amended from time to time;
- (n) **"Membership Agreement"** means that agreement amongst all the members of the Commission, which are the Town of Olds, the Town of Sundre, the Town of Carstairs, the Town of Didsbury, the Village of Cremona, Mountain View County and Mountain View Regional Waste Management Commission respecting certain governance and financial matters concerning the operation of the Commission;
- (o) **"Non-Acceptable Waste"** referred to in Schedule "B".
- (p) **"Rates"** means those rates for acceptance of Waste that are set by the Commission for each calendar year, which notification of any changes are to be provided by September 30<sup>th</sup> of each year;
- (q) **"Waste"** means any solid material or product or combination of them that is intended to be treated or disposed of or that is intended to be stored and then treated or disposed of, that originates from within the Municipality's municipal boundaries, but expressly excludes:
  - (i) any Liquid; and
  - (ii) Hazardous Waste;
- (r) **"Waste Management Facilities"** means the methods and tools used to achieve the purposeful, systematic control of the generation, separation, treatment, processing, , recovery and disposal of waste at landfill located at NW 25-31-2-W5;
- (s) **"Waste Services"** means those services to be provided by the Commission as further enumerated in the attached Schedule "A";
- (t) **"Waste Transfer Station"** means that Waste Transfer Station owned and either operated by the Commission or by such third party contracted by the Commission to operate the Waste Transfer Station on behalf of the Commission whereby Waste is delivered for the Commission to accept and process at the Waste Management Facilities.

## **ARTICLE 2 - OBLIGATIONS OF THE MUNICIPALITY**

### **2.1 Municipality's Obligations**

The Municipality will:

- (a) at its sole expense, deliver Waste to the Delivery Point for disposal by the Commission pursuant to this Agreement;

- (b) use its commercially reasonable best efforts to not permit the delivery of any Hazardous Waste or Liquid to the Delivery Point separately or intermingled with the Waste delivered to the Delivery Point;
- (c) pay to the Commission, all charges owing to the Commission pursuant to this Agreement, including, without restriction, the Rates within thirty (30) days of receipt of invoice from the Commission.

### **ARTICLE 3 - OBLIGATIONS OF THE COMMISSION**

#### **3.1 Commission's Obligations**

The Commission will:

- (a) provide the Waste Services for the Municipality;
- (b) at its sole cost and expense, maintain all necessary permits, licenses, consents and approvals required by all authorities having jurisdiction with respect to the operation of the Waste Management Facilities;
- (c) weigh all Waste that is delivered to the Delivery Point; and
- (d) provide true copies of the annual financial statements of the operation of the Waste Management Facilities and all documentation and correspondence relating to the calculation of the Rates upon receipt of written request therefore from the Municipality.

### **ARTICLE 4 - INSURANCE**

#### **4.1 Commission's Insurance Obligations**

The Commission, at its sole cost and expense take out and keep in full force and effect:

- (a) comprehensive general liability insurance with inclusive limits of not less than five million (\$5,000,000.00) dollars; and
- (b) any other form of insurance which the Commission may reasonably require from time to time in form, in amounts and for insurance risks against which a prudent party under similar circumstances would insure.

#### **4.2 No Limitation of Liability**

The acquisition and maintenance by the Commission of the insurance policies as required pursuant to this Article shall, in no matter whatsoever, limit or restrict the liability of the Commission under this Agreement.

## **ARTICLE 5 - TERM AND RATES**

### **5.1 Term**

The Commission shall continuously accept Waste from the Municipality until either:

- (a) the Commission ceases the acceptance of any Waste from all sources because either:
  - (i) the Landfill can no longer accept Waste due to the Governmental Approvals and the Applicable Laws;
  - (ii) the Commission no longer has any ability to accept Waste; or
  - (iii) the Municipality has defaulted on its obligations in either this Agreement or in the Membership Agreement;
- (b) the Municipality provides no less than six (6) months' written notice to the Commission that it will cease to deliver Waste to the Delivery Point;
- (c) the Commission lawfully terminates this Agreement pursuant to the express terms of this Agreement; or
- (d) the parties mutually agree to terminate this Agreement.

## **ARTICLE 6 - RATES AND FEES**

### **6.1 Rates**

- (a) The Commission shall set Rates annually.
- (b) The Commission shall publish the Rates no later than September 30, which change of Rates shall come into effect as of January 1 for the following year.

### **6.2 Invoicing of Rates**

The Commission shall provide invoices to the Municipality which shall include the following information:

- (a) the volume of Waste accepted by the Commission at the Delivery Point;
- (b) the amount owed by the Municipality to the Commission for the Fees for Service.

## **ARTICLE 7 - SUSPENSION OF SERVICE**

### **7.1 Event of Suspension**

The following shall constitute an Event of Suspension if:

- (a) the Waste violates any Applicable Laws;
- (b) the Municipality breaches the terms of either this Agreement or the Membership Agreement; or
- (c) the Waste delivered to the Waste Management Facilities that the Commission chooses not to accept.

### **7.2 Remedies in an Event of Suspension**

Without prejudice to any other remedy which the Commission may have against the Municipality if an Event of Suspension occurs, the Commission may:

- (a) take whatever steps are reasonably necessary to rectify the Event of Suspension and in such event the costs of taking such steps as are reasonably necessary to rectify such situation plus an administrative charge of twenty (20%) percent of such costs, shall be payable by the Municipality to the Commission on demand; and
- (b) in addition to all remedies available to Commission, after providing the Municipality with written notice of its intention to refuse to accept delivery of Waste, the Commission may refuse to accept delivery of Waste from the Municipality until the Event of Suspension is remedied by either the Municipality or by the Commission pursuant to Section 7.2(a) hereof.

## **ARTICLE 8 - FORCE MAJEURE**

### **8.1 Force Majeure**

If the parties shall fail to meet their respective obligations hereunder within the respective time prescribed therefor and such failure shall be directly caused or materially contributed to by Force Majeure, such failure shall be deemed not to be a breach of the obligations of such party, provided that, in such event, such party shall use its commercially reasonable efforts to put itself in a position to carry out its obligations hereunder as soon as reasonably possible, to the extent that it is within its power.

## **ARTICLE 9 - GENERAL**

### **9.1 Notices**

- (a) Whether or not so stipulated herein, all notices, communication, requests and statements (the "**Notice**") required or permitted hereunder shall be in writing.
- (b) Any Notice required or permitted hereunder shall be sent to the intended recipient at its address as follows:

- (i) to the Commission:  
Mountain View Regional Waste Management Commission  
PO Box 2130  
Didsbury, Alberta T0M 0W0

Attention: CAO  
Fax: (403) 335-2061  
E-mail: cao@mountainviewwaste.ca

- (ii) to the Municipality:  
Town of Didsbury  
PO Box 790  
Didsbury, Alberta  
T0M 0W0

Attention: Chief Administrative Officer  
Fax: (403)335-9794  
E-mail: inquiries@didsbury.ca

or to such other address as each party may from time to time direct in writing.

- (c) Notice shall be served by one of the following means:
  - (i) by delivering it to the party on whom it is to be served. Notice delivered in this manner shall be deemed received when actually delivered to such party;
  - (ii) if delivered to a corporate party, by delivering it to the address specified in (c)(ii) during normal business hours. Notice delivered in this manner shall be deemed received when actually delivered;
  - (iii) by fax or email to the party on whom it is to be served. Notice delivered in this manner shall be deemed received on the earlier of:
    - A. if transmitted before 3:00 p.m. on a Business Day, on that Business Day; or

- B. if transmitted after 3:00 p.m. on a Business Day, on the next Business Day after the date of transmission; or
- (iv) by mailing via first class registered post, postage prepaid, to the party to whom it is served. Notice so served shall be deemed to be received five (5) days after the date it is postmarked. In the event of postal interruption, no notice sent by means of the postal system during or within seven (7) days prior to the commencement of such postal interruption or seven (7) days after the cessation of such postal interruption shall be deemed to have been received unless actually received.

## **9.2 Governing Law**

This Agreement shall be construed and governed by the laws of the Province of Alberta and the laws of Canada applicable therein and the parties irrevocably attorn to the exclusive jurisdiction of the Courts of the Province of Alberta.

## **9.3 Time of Essence**

Time shall be of the essence of this Agreement.

## **9.4 Preamble and Schedules**

The parties hereby confirm and ratify the matters contained and referred to in the Preamble to this Agreement and agree that same and the various schedule(s) hereto are expressly incorporated into and form part of this Agreement:

Schedule "A" - Waste Services  
Schedule "B" - Non - Acceptable Waste

## **9.5 Headings**

The headings, captions, paragraph numbers, sub-paragraph numbers, article numbers and indices appearing in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit, construct or enlarge the scope or meaning of this Agreement or any provisions hereof.

## **9.6 Relationship between Parties**

Nothing contained herein shall be deemed or construed by the parties nor by any third party, as creating the relationship of employer and employee, principal and agent, partnership, or of a joint venture between the parties, it being understood and agreed that none of the provisions contained herein nor any act of the parties shall be deemed to create any relationship between the parties other than an independent service agreement between the two parties at arm's length.

### **9.7 Obligations**

Except as may from time to time be expressly stated in writing by the one party, the other party has no Commission to assume or create any obligation whatsoever, expressed or implied, on behalf of or in the name of the other party, nor to bind the other party in any manner whatsoever.

### **9.8 Further Assurances**

Each of the parties do hereby agree to do such things and execute such further documents, agreements and assurances as may be necessary or advisable from time to time in order to carry out the terms and conditions of this Agreement in accordance with their true intent.

### **9.9 Amendments**

This Agreement may not be altered or amended in any of its provisions, except where any such changes are reduced to writing and executed by the parties.

### **9.10 Waiver**

No consent or waiver, express or implied, by either party to or of any breach or default by the other party in the performance by the other party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance of obligations hereunder by such party hereunder. Failure on the part of either party to complain of any act or failure to act of the other party or to declare the other party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights hereunder.

### **9.11 Counterparts**

This Agreement may be executed and delivered in any number of counterparts, by facsimile copy, by electronic or digital signature or by other written acknowledgement of consent and agreement to be legally bound by its terms. Each counterpart when executed and delivered will be considered an original but all counterparts taken together constitute one and the same instrument.

### **9.12 Statutory Reference**

Any reference to a statute shall include and shall be deemed to be a reference to such statute and to the regulations made pursuant thereto and promulgated thereunder with all amendments made thereto and in force from time to time and any final judicial decisions interpreting the same, and to any statute or regulation that may be passed which has the effect of supplementing or superseding the statute so referred to or the regulations made pursuant thereto.

### **9.13 Unenforceability**

If any term, covenant or condition of this Agreement or the application thereof to any party or circumstances shall be invalid or unenforceable to any extent, the remainder of this Agreement or application of such term, covenant or condition to a party or circumstance other than those to which it is held invalid or unenforceable shall not be affected thereby and each remaining term, covenant or condition of this Agreement shall be valid and shall be enforceable to the fullest permitted by law.

### **9.14 Survival**

The parties acknowledge and agree that the provisions of this Agreement which, by their context, are meant to survive the termination or expiry of the Term shall survive the termination or expiry of the Term and shall not be merged therein or therewith.

### **9.15 Remedies Generally**

Mention in this Agreement of any particular remedy of a party in respect of a default by the other party does not preclude the first party from any other remedy in respect thereof, whether available at law or in equity or by statute or expressly provided for in this Agreement. No remedy shall be exclusive or dependent upon any other remedy, but a party may from time to time exercise any one of more of such remedies generally or in combination, such remedies being cumulative and not alternative.

### **9.16 Payment of Monies**

The parties acknowledge and agree that any payment of monies required to be made hereunder shall be made in Canadian funds and that any tender of monies or documents hereunder may be made upon the solicitors acting for the party upon whom the tender is desired and it shall be sufficient that a negotiable bank draft or solicitor's trust cheque is tendered instead of cash.

### **9.17 GST Exclusive**

All amounts payable hereunder will be exclusive of any goods and services tax ("GST") payable thereon.

### **9.18 Singular, Plural and Gender**

Wherever the singular, plural, masculine, feminine or neuter is used throughout this Agreement the same shall be construed as meaning the singular, plural, masculine, feminine, neuter, body politic or body corporate where the fact or context so requires and the provisions hereof.

### **9.19 Binding Effect**

This Agreement shall enure to the benefit of and be binding upon the successors and permitted assigns of each of the parties.

**9.20 Assignment**

Neither party shall assign its interest in this Agreement, or any part hereof, in any manner whatsoever without having first received written consent from the other party, such consent which shall not be unreasonably withheld.

**9.21 Requests for Consent**

Each party shall provide any decision with regard to a request for consent in a timely manner.

**9.22 Construction**

This Agreement shall be interpreted according to its fair construction and shall not be construed as against any party hereto.

**IN WITNESS WHEREOF** the parties have hereunto set their seals duly attested to by the hands of their properly authorized officers in that behalf effective as at the day and year first above written.

## **SCHEDULE "A"**

### **WASTE SERVICES**

Without limiting the generality of anything contained in this Agreement, the Commission shall provide the following Waste Services to the Municipality:

1. The Commission agrees to accept Waste delivered to the Landfill and Waste Transfer Stations and dispose of the same in accordance with the permits obtained by the Commission and maintained in force from time to time;
2. Unmanned Recycling Centres are the responsibility of each Municipality for the maintenance of these facilities within their Municipal Boundaries.;
3. Invoice the Members for its Waste delivered and transported for disposal of at the Waste Management Facilities.
4. Operate the Waste Management Facilities during the hours of operation as set forth on the Commission's website. The Commission shall provide the Municipality with no less than three (3) months' written notice of any change to the hours of operation.

## **SCHEDULE "B"**

### **NON-ACCEPTABLE WASTE**

Waste that is not accepted at the Waste Management Facilities includes but is not limited to:

- (a) the Waste delivered to the Waste Management Facilities that contains sulphur; or
- (b) the Waste delivered to the Waste Management Facilities that contains any animal carcass.



## REGULAR COUNCIL MEETING Request for Decision (RFD)

*Vision: The Place to Grow.*

*Mission: Creating the Place to Grow.*

MEETING DATE: May 23, 2023  
SUBJECT: RCMP Building Capital Projects  
ORIGINATING DEPARTMENT: Corporate Services

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### BACKGROUND/PROPOSAL:

The Committee of the Whole heard a presentation from SSgt Browne regarding capital improvements that are required at the Didsbury RCMP Detachment. The project is required due to the growth of the department since the inception of the building in the early 2000s.

### DISCUSSION/OPTIONS/BENEFITS/DISADVANTAGES

#### Project Description:

The total project costing \$130,000 includes:

- Completion of minor interior renovations to optimize the existing facility footprint, including the re-design of the existing Support Staff office and adjacent IT Server and Monitoring Room (estimated cost \$20,000);
- Purchase of new furnishings for the bullpen and admin areas of the Detachment (estimated cost \$60,000); and
- Expansion of the current parking lot on Town-owned land (estimated cost \$50,000).

These projects are capital in nature and would require an amendment to the 2023 capital budget.

#### Financial Commitment:

The Town would be financially responsible for its share, based on its pro-rated number of members, which is approximately 28% of the cost, or \$36,400.

#### Funding:

The Town does have an RCMP Capital Reserve fund with an available reserve balance of \$27,000 which is not sufficient to fund this project. Administration is recommending the Town's portion of the interior projects (minor renovations and furnishings) be funded from the RCMP Capital Reserve.

It is recommended that the Town's portion of the RCMP parking lot expansion project be funded from the General Reserve. The available reserve balance of the General Reserve is \$430,000.

### ALIGNMENT WITH STRATEGIC PLAN

#### **3. Infrastructure & Asset Management**

### RECOMMENDATION

To amend the 2023 Capital Budget to add the RCMP Interior Renovation Project for \$20,000 (funded 28% Town of Didsbury RCMP Capital Reserve / 72% RCMP); to add the Furniture Upgrades for \$60,000 (funded 28% Town of Didsbury RCMP Capital Reserve / 72% RCMP); to add the RCMP Detachment Parking Lot Expansion for \$50,000 (funded 28% Town of Didsbury General Reserve / 72% RCMP); and that the Capital Budget documents be updated accordingly.



## REGULAR COUNCIL MEETING Request for Decision (RFD)

**Vision:** The Place to Grow.

**Mission:** Creating the Place to Grow.

MEETING DATE: May 23, 2023  
SUBJECT: 2023 Community Grant program  
ORIGINATING DEPARTMENT: Community Services

### BACKGROUND/PROPOSAL:

During their budget process, Council allocated \$30,000 from the 2022 year-end surplus to the 2023 Community Grant Program. This program was established in 2021, and the funds are to be distributed to eligible Didsbury groups to assist with events, programs and facility waivers that serve the Didsbury community.

Prior to the 2023 intake of Community Grant applications, Council made the following two resolutions to fund from the program:

- Resolution 019-23 - \$9000 to the Didsbury Lions Club to assist with costs for the Lions Shuttle Bus
- Resolution 137-23 - \$500 to the Didsbury & District Chamber of Commerce for sponsorship of the Women in Agri-Business Conference

After funding the above, \$20,500 remains for applying groups. Administration received 19 applications that totaled \$42,104.77 in funding requests.

### DISCUSSION/OPTIONS/BENEFITS/DISADVANTAGES

The Committee of the Whole met on May 16, 2023 to review the 2023 applications and their recommendations are listed below:

Organization	Explanation of Request	Value	Recommended
Didsbury Minor Softball	Upgrades to Jets diamond + facility use for pre-season training	\$ 2,000.00	\$ 400.00
Didsbury Rec Hockey (Fun Team)	Off-setting ice fees for 2023/24 season	\$ 2,000.00	\$ 2,000.00
Didsbury Agricultural Society	Annual rodeo event	\$ 2,000.00	\$ 1,000.00
Olds Koinonia Christian School - Dry Grad 2023	Dry grad party at Melvin Hall	\$ 2,000.00	\$ -
Mountain View Colts	Assistance with annual bussing costs	\$ 2,000.00	\$ 2,000.00
Didsbury Curling Club	Free Fun Friday events (3) and year-end bonspiel	\$ 2,000.00	\$ 750.00
Didsbury Lions Club	Assistance with Lions Shuttle Bus costs	\$ 2,000.00	\$ -
Friends of the Didsbury Library Society	Assistance with utility costs	\$ 2,000.00	\$ -
Didsbury High School Music Dept	DHS Music jacket purchase for students	\$ 2,808.72	\$ 2,000.00
Bethany Care Foundation	Development of outdoor space at Didsbury facility	\$ 2,000.00	\$ -
Cadet Parent Association #3025 Didsbury	Training opportunities, transportation and gear	\$ 3,000.00	\$ 2,000.00
Wild Rose Humane Society	Facility and technology upgrades for Didsbury facility	\$ 2,506.00	\$ -
MV Adult Learning Society	Technology upgrades + program supplies	\$ 2,000.00	\$ 2,000.00
Western Canadian Darts	Funding for premier summer league + creation of youth program	\$ 1,500.00	\$ 1,500.00
Essentials for our Community	Food, packaging + vouchers for weekly meal program	\$ 4,000.00	\$ -
Didsbury Aqua Jets Swim Club	Assistance with Didsbury Swim Meet costs - facility rentals	\$ 2,290.05	\$ 2,000.00
Didsbury Five-O Curling Club	Installation of washroom in facility basement	\$ 2,000.00	\$ -
Didsbury Elks Lodge #514	Assistance with annual Parade costs	\$ 2,000.00	\$ 2,000.00
Didsbury Minor Hockey Association	Assistance with program costs and equipment	\$ 2,000.00	\$ 2,000.00
		<b>\$ 42,104.77</b>	<b>\$ 19,650.00</b>



## REGULAR COUNCIL MEETING Request for Decision (RFD)

**Vision:** *The Place to Grow.*

**Mission:** *Creating the Place to Grow.*

The total recommendations for funding leaves \$850 remaining in the fund. Options that Council may consider for the remainder include:

- Providing additional funding to the Didsbury Curling Club to assist with bonspiel costs
- Providing additional funding to the Didsbury Agricultural Society for their annual rodeo event
- Holding the remaining amount for additional opportunities that may arise in 2023

### ALIGNMENT WITH STRATEGIC PLAN

#### 1. Economic Prosperity

### RECOMMENDATION

That Council approve the 2023 Town of Didsbury Community Grants as presented.

AND

That Council allocate the remaining \$850 to: \_\_\_\_\_



## REGULAR COUNCIL MEETING Request for Decision (RFD)

**Vision:** *The Place to Grow.*

**Mission:** *Creating the Place to Grow.*

MEETING DATE: May 23, 2023  
SUBJECT: Town of Didsbury 2023-2025 Strategic Plan  
ORIGINATING DEPARTMENT: Community Services

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### **BACKGROUND/PROPOSAL:**

In October 2022, Council began the process of developing a Strategic Plan for the Town of Didsbury, which is a guiding document to plan for the organization's future. The process for the development of the plan was multi-layered and included a community survey and facilitated sessions with Council and Administration.

As a result of this process, Council established the following:

- Updated Vision and Mission Statements for the organization
- Five key strategic priorities
- Goals, outcomes and key action items for each of the strategic priorities

The Town of Didsbury 2023-2025 Strategic Plan is attached for final approval by Council.

### **DISCUSSION/OPTIONS/BENEFITS/DISADVANTAGES**

Upon approval, the Strategic Plan will be made available on the Town of Didsbury website. Council has also requested pricing on printing copies of the plan to be made available at Town facilities and events. The costs for printing 1000 copies of the document in full colour, gloss paper is \$1963.50 + gst.

Council also requested a quote on the production of magnets to highlight the five key strategic priorities. The cost for 500 full colour magnets (3x2 inches) is \$398.86 + gst.

Funding for both items would be allocated from the Communications—Promo/ Public Relations budget.

### **ALIGNMENT WITH STRATEGIC PLAN**

#### **2. An Informed & Engaged Community**

### **RECOMMENDATION** (3 separate motions)

To approve the Town of Didsbury 2023-2025 Strategic Plan as presented.

AND

To approve the printing of the Town of Didsbury 2023-2025 Strategic Plan as presented.

AND

To approve the production of Strategic Priority magnets as presented.



Town of Didsbury  
**STRATEGIC PLAN**  
2023 - 2025

 [Didsbury.ca](http://Didsbury.ca)






# *The Place to Grow*

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### **Town of Didsbury**

**1606 14th Street, Didsbury, Alberta, T0M 0W0**

 403-335-2030

 inquiries@didsbury.ca

 Didsbury.ca

### **Get social with us!**

 @TownofDidsbury

 @TownofDidsburyAB

 @TownofDidsbury

 Town of Didsbury



### Town Council 2021-2025 Term

**Back row left to right:**  
Councillor Ethan Williams,  
Councillor Dorothy Moore,  
Councillor Joyce McCoy,  
Councillor Bill Windsor

**Front Row left to right:**  
Deputy Mayor Curt Engel,  
Mayor Rhonda Hunter,  
Councillor John Baswick

## Vision

A vibrant and inclusive character community with small-town connection. We support innovation and we celebrate the beautiful and the unique in our community while thoughtfully embracing growth and change.

### THE PLACE TO GROW

## Mission

Creating the Place to Grow

## Values

- Demonstrated leadership
- Integrity at the core
- Collaborative culture
- Diversity and Inclusion
- Innovation

## Strategic Priorities

The Town of Didsbury's future will continue to involve change—change in population, economy, and the services provided by the municipality. Our Strategic Plan provides direction to make informed decisions. It sets priorities, focuses resource allocation, and addresses strategic issues facing the community, now and into the future. The Strategic Plan also serves as the foundation on which plans and budgets are developed and approved. There are five areas identified as strategic priorities.



Strategically  
Managed  
Infrastructure



Vibrant and  
Connected  
Character  
Community



Strong and  
Resilient  
Local  
Economy



Liveability



Governance  
and  
Organizational  
Excellence



## Strategically Managed Infrastructure

**Goal:** Maximize our existing infrastructure and plan for long-term efficiency, cost and resiliency when considering new infrastructure.

**Outcome:** The Town of Didsbury manages its assets (roads, sidewalks, parks, green spaces, utilities, fleet, and facilities) to maximize their value to the community and limit the lifecycle costs for maintenance and replacement. The Town uses a proactive, data-based, long-term asset management approach to meet defined service levels for the community and optimize the assets required to provide services. Priorities, policies, tools, and funding are in place to provide direction for the asset management program.

### Key Actions:

- Develop and adopt an *Asset Management Plan*
- Create and adopt a service level document
- Continue evaluating and planning for major capital projects within the multi-year *Capital Plan*
- Continue maintaining/replacing existing infrastructure as well as investing in appropriate new infrastructure to facilitate future growth
- Continue studying and future planning for possible investment in selected amenities, such as:
  - Integrated pathway system
  - Expanded library
  - Spray park



## A Vibrant and Connected Character Community

**Goal:** Identify and support diverse community needs to create a welcoming, supportive and connected community where residents and visitors appreciate the character of the town and the character of the community.

**Outcome:** Town of Didsbury residents live in a vibrant, inclusive and connected community where they can participate fully in all the Town offers. There are numerous diverse and accessible recreation, culture and arts opportunities, and there is a true welcoming sense of small-town living that fosters pride in the character of the community.

### Key Actions:

- Explore new initiatives and possibilities for creative and unique developments for the Town
- Continue to focus on the aesthetic boulevard tree maintenance/replacement
- Continue to promote and maintain the physical beauty of Didsbury, including its historic downtown brick and sandstone buildings, character homes, scenery, and green spaces/parks; promote Didsbury as being photograph and film ready
- Focus on the creative and cultural health of the community and explore possible arts and culture initiatives, such as developing a *Culture, Heritage and Arts Master Plan*
- Complete the Pedestrian Connectivity Master Plan to determine needs, direction, and budget for an integrated sidewalk/pathway system to connect all corners of Didsbury; continue to build reserve funds for the strategic implementation of the plan
- Continue to provide recreation and cultural opportunities to meet the needs of a growing community; grow and promote community events in collaboration with community partners



## A Strong and Resilient Local Economy

**Goal:** Strategically plan, prepare, and manage responsible and sustainable growth for our residents and businesses.

**Outcome:** Strong business retention, support, and attraction strategies and programs are in place to help facilitate a solid, sustainable and responsive local economy that supports large and small businesses and creates a *shop local* environment and employment opportunities.

### Key Actions:

- Create guiding documents for economic development
- Develop a business retention and expansion program with a clear focus on industry and addressing the needs of key sectors, including business cost analysis/competitive positioning
- Support growth and resiliency in the local business community
- Develop key sector profiles for attracting residents, businesses, and investors
- Continue to encourage the growth of Didsbury's employment base, offering meaningful opportunities to all
- Continue to develop and strengthen connections with the local film industry and promote Didsbury as a prime location for film projects; support and promote the *Mountain View Regional Film Office* as a premier film office in Alberta
- Explore options for outstanding matters such as vacant Town properties



## Liveability

**Goal:** To ensure the Town of Didsbury is a community of choice and a place where residents have the opportunity to thrive, at any stage of life.

**Outcome:** The Town of Didsbury is a vibrant and welcoming community with a wide range of housing options that contribute directly to community health, sustainable growth and economic security.

### Key Actions:

- Conduct a *Housing Needs Assessment*
- Review and refresh the current *Land Use Bylaw* to ensure strategies are in place for varied housing options integrated throughout the community to serve the needs of residents of all ages and stages of life
- Conduct a planning policy review to evaluate current policies and update where required
- Ensure that Town of Didsbury municipal initiatives and services are designed to increase diversity and attainability in housing opportunities



## Governance and Organizational Excellence

**Goal:** To ensure that the Town of Didsbury is transparent and accountable in all its dealings with the public and other stakeholders, and that it communicates with those stakeholders on an on-going basis. Council and staff continually improve the effectiveness and efficiency of governance and business processes.

**Outcome:** The Town of Didsbury has open and accessible communication between residents and Council members. Residents understand how government processes work, and feel able and welcome to participate in them. The Town of Didsbury Leadership (Council and Administration) engages in proactive and innovative decision making that represents the will of Didsbury's residents and the needs of the community.

### Key Actions:

- Develop and implement a *corporate communications plan* that will ensure all communications are proactive, two-way, open, transparent, respectful, consistent, and inclusive
- Continue the commitment to transparent decision-making and administrative processes
- Actively promote and encourage civic literacy through the development of a community engagement plan that guides how the Town informs, consults and advises residents and businesses on municipal decision-making



## REGULAR COUNCIL MEETING Request for Decision (RFD)

**Vision:** *The Place to Grow.*

**Mission:** *Creating the Place to Grow.*

MEETING DATE: May 23, 2023  
SUBJECT: Outlying Plan Renaming Contest  
ORIGINATING DEPARTMENT: Community Services

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### **BACKGROUND/PROPOSAL:**

The *Didsbury Memorial Complex Outlying Plan* is a document that was created in 2016 to guide the development of the recreation lands surrounding the Didsbury Memorial Complex. Two phases have been completed to date—the installation of the Didsbury Skatepark and the Jets Playground. A third phase will reach completion in 2023, which includes the development of a pathway and the landscaping of parts of the grounds.

The name *Outlying Plan* is a technical term and does not reflect the park space from a community perspective. As such, Council has expressed interest in a contest to rename this area.

### **DISCUSSION/OPTIONS/BENEFITS/DISADVANTAGES**

It is recommended that Council approve this contest according to the following parameters:

- The contest shall be open to all Town of Didsbury residents
- The contest shall run until June 30, 2023
- Contest submissions that include any of the following will not be considered: names of individuals; names that include inappropriate language and/or ideas

Council has final decision on the park name, and will select the name from the submissions received. The new name will be unveiled at the annual Showcase Didsbury event in September.

Administration will utilize all communication methods to collect submissions for this contest. Contest submissions will be made through a form on the website or through boxes placed at the Didsbury Town Office, Didsbury Neighborhood Place, and the Didsbury Memorial Complex.

### **ALIGNMENT WITH STRATEGIC PLAN**

#### **4. Healthy Active Living**

### **RECOMMENDATION**

To approve the process for the Didsbury Memorial Complex Outlying Plan naming contest.



## REGULAR COUNCIL MEETING Request for Decision (RFD)

*Vision: The Place to Grow.*

*Mission: Creating the Place to Grow.*

MEETING DATE: May 23, 2023  
SUBJECT: Correspondence and Information  
ORIGINATING DEPARTMENT: Legislative Services

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### BACKGROUND/PROPOSAL:

Correspondence received from other agencies and departments of the Town, which may be of importance and interest, is being provided for Council's review and information.

### DISCUSSION/OPTIONS/BENEFITS/DISADVANTAGES

Please find attached:

- Thank You Card from the Rosebud Health Foundation

### ALIGNMENT WITH STRATEGIC PLAN

2. An Informed & Engaged Community

### RECOMMENDATION

To accept the correspondence items presented as information.



*and*

Kayla Gundlock  
Ashley Edwards  
Kubzy  
Rhonda Hunter  
Leanne Leamer

*Leanne Leamer*  
Thank you for supporting  
the Rosebud Health  
Foundation

*John B. Leamer*  
Rhonda Hunter  
Leanne Leamer