



Policy Name: Community Asset Investment, Access and Partnerships Policy

Policy Number: 862

Effective Date: September 15, 2026	Approved By: Mayor & Council
Policies Amended / Rescinded: N/A	Policy Type: Council Policy

1. Purpose

- 1.1** This Policy governs how the City invests in Community Assets, enters into and manages Partnerships, and ensures Public Access to Community Assets.
- 1.2** This Policy directs Administration in the negotiation, management, evaluation and conclusion of Agreements involving Community Assets.

2. Applicability

- 2.1** This Policy applies to all City departments and to all Partnerships and Agreements involving Community Assets.
- 2.2** This Policy does not apply to:
 - 2.2.1** fee-for-service contracts valued at market rates;
 - 2.2.2** arrangements involving no City investment and no contribution to the City, such as advisory groups, task groups or knowledge sharing networks;
 - 2.2.3** casual or short-term facility rentals and bookings;
 - 2.2.4** public-private partnerships procured under the City's procurement framework;
 - 2.2.5** donations, sponsorships and naming rights which are governed by Policy #858; and
 - 2.2.6** the acquisition or disposal of land or a Community Asset.
- 2.3** For certainty, this Policy applies to any Agreement under which the City provides land, a Community Asset, services, or resources to an organization at less than fair market value.



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- 2.4 An Agreement in effect when this Policy is adopted continues according to its terms. Administration will bring each such Agreement into compliance with this Policy and Schedule A at the next amendment or renewal.

3. Definitions

- 3.1 "**Act**" means the *Municipal Government Act*, RSA 2000, c. M-26, as amended;
- 3.2 "**Agreement**" means a legally binding contract between the City and one or more Partners, and includes a lease, a license of occupation, and a partnership or funding agreement;
- 3.3 "**CAO**" means the Chief Administrative Officer of the City of Chestermere, Alberta appointed by Council, or their designated pursuant to the Act;
- 3.4 "**City**" means the municipal corporation of the City of Chestermere, in the Province of Alberta, or the area within the City of Chestermere's corporate limits, as the context requires;
- 3.5 "**Community Asset**" means land, buildings, facilities or amenities owned by the City, in whole or in part, that are used primarily for Recreation or for the delivery of a Community Service by a Partner;
- 3.6 "**Community Service**" means a non-commercial service delivered for public benefit, including social, health, food security, settlement, cultural, educational and support services;
- 3.7 "**Council**" means the duly elected Councillors of the City of Chestermere;
- 3.8 "**Investment**" means a financial or economic contribution by the City to a Community Asset, project, or Partnership, including cash funding such as operating, capital or lifecycle funds, in-kind contributions of City services or resources, and the provision of City land or a Community Asset at less than fair market value;



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- 3.9 "Partner"** means an independent organization that enters into an Agreement with the City, receives City funding, provides funding, land, services, or resources to the City in support of Recreation or a Community Service, or leases, occupies or uses City land or a Community Asset. A Partner may be a not-for-profit organization, a for-profit corporation, a municipally controlled corporation or another public body;
- 3.10 "Partnership"** means a working relationship between the City and one or more Partners, characterized by the investment of resources by each party and an Agreement setting out shared roles and accountabilities;
- 3.11 "Public Access"** means the meaningful opportunity for any Chestermere resident to use a Recreation Asset, whether through membership, programming, rental, drop-in use or events;
- 3.12 "Recreation"** means freely chosen physical, social, artistic, cultural and intellectual pursuits, including sport at all stages of development, that enhance individual and community wellbeing; and
- 3.13 "Recreation Asset"** means a Community Asset used primarily for Recreation.

4. Principles

- 4.1** Decisions made under this Policy will be guided by three principles:
- 4.1.1** Quality of Community and Recreation Experiences
 - 4.1.1.1** The City invests where investment measurably improves the quality, range and condition of Recreation and Community Services available to residents.
 - 4.1.2** Inclusive Participation
 - 4.1.2.1** Community Assets and the programs delivered on them serve residents of all ages, abilities, incomes and backgrounds.
 - 4.1.3** Responsible Stewardship
 - 4.1.3.1** The City protects the value of public Assets through evidence-based investment, full lifecycle costing and the efficient use of its Assets.



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5. Policy

5.1 Investment in Community Assets

- 5.1.1 Council will base decisions to invest in new or existing Community Assets, including renewal and redevelopment, on, at a minimum, evidence of community need, full lifecycle and operating cost analysis, and transparent municipal budgeting.
- 5.1.2 Where a need for a future Recreation Asset is identified through the Master Recreation Plan or an area structure plan, the City will provide for that need in the municipal reserve allocation at the area structure plan stage and will secure that land at subdivision, in accordance with the *Municipal Government Act*. This Section does not commit the whole of the City's municipal reserve entitlement to Recreation, and the municipal reserve continues to be allocated for the other purposes permitted under the *Act*, including public parks, school authority requirements, and the separation of incompatible land uses.
- 5.1.3 The City will prioritize multi-use facilities and the co-location of public services where site conditions, location, and identified service need allow. Where a single-use facility is proposed, Administration will report to Council on why multi-use development or co-location is not practical at that location.
- 5.1.4 The City will maintain a Master Recreation Plan, reviewed at least every four years, to prioritize Recreation investment.
- 5.1.5 Where the City provides funding or in-kind support for sport, whether through a grant, a Partnership or the use of a Recreation Asset, it will direct that support to community-level and lifelong participation in sport, including organized competitive sport at the local and provincial level. Investment in high-performance sport, meaning training and competition at the national or international level, requires a Partnership approved by Council.



5.2 Partnerships

- 5.2.1** The City may enter Partnerships with any category of organization, including not-for-profit organizations, for-profit corporations, municipally controlled corporations and other public bodies. Council will approve the operating and partnership model that provides the best long-term value and public benefit for each Community Asset.
- 5.2.2** Every Partnership must be documented in a written Agreement before a Partner occupies a Community Asset, receives City funding, or provides funding, land, services or resources to the City.
- 5.2.3** To be eligible to enter in an agreement or receive City investment, a Partner must have a mandate to provide Recreation opportunities or a Community Service to Chestermere residents that aligns with the City's Strategic Plan and the principles in Section 4, be in good legal and financial standing, and demonstrate the capacity to meet its obligations.
- 5.2.4** The City will not enter or continue an Agreement with an organization whose programs, services or business activities promote discrimination or hatred toward any group or individual, or that would expose the City or its residents to undue financial risk. This Section does not prevent an Agreement with an organization that limits participation on a basis permitted under the *Alberta Human Rights Act*, including programming designed for a particular age group, gender or ability level.
- 5.2.5** Administration will identify prospective Partners through an open and documented intake process, which may include published expressions of interest. Opportunities subject to the City's procurement framework must comply with it.
- 5.2.6** Where provided for in an Agreement, the City may appoint a representative to a Partner's board of directors. A representative may be a member of Council appointed by Council or an employee appointed by the CAO. The capacity in which the representative serves are determined by the Partner's Bylaws and the Agreement. A City representative must not participate in or vote on any board matter concerning the Partner's Agreement with the City, City funding, or a City owned Community Asset, or any other matter in which the representative has a real or perceived conflict of interest. Where the representative is a member of Council, the pecuniary interest provisions of the *Municipal Government Act* apply.



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5.2.7 The City may decline to enter, renew or continue an Agreement where the organization's programs, services or business activities materially duplicate a program, service or activity the City delivers or plans to deliver, or are otherwise inconsistent with the City's plans, goals or strategic direction.

5.2.8 The City may enter into an Agreement with another municipality, public body or organization under which that party contributes funding, land, services or resources toward a Community Asset or a Recreation or Community Service delivered by the City, including on a regional basis. An Agreement of this kind may be structured as cost sharing, contribution or regional service agreement, and is subject to the approval of requirements in Section 5.4.2.

5.3 Public Access

5.3.1 Community Assets must not be held for the exclusive use of a specific membership or client group over an extended period. An Agreement may recognize priority or dedicated use by a Partner, including where the Partner has made a capital contribution, provided the Agreement states the extent and duration of that use. This Section does not prohibit dedicated occupancy where the Partner's mandate is the delivery of a Community Service to a defined population, provided the Public Access plan required by Section 5.3.2 is maintained.

5.3.2 Every Agreement must include a Public Access plan describing how residents will access the Community Asset and the programs, services and amenities delivered on it. Approaches may include memberships open to any resident at a reasonable fee, publicly available programming, rentals, drop-in opportunities, day passes and special events and may vary with the nature of the facility and the Partner's operating model.

5.3.3 Public Access plans must address physical, financial and digital barriers to participation, and must describe how the Partner will reduce those barriers, including through participation in any fee assistance program established by the City.

5.3.4 Partners must report annually to Administration on the delivery of their Public Access plan, in the form and by the date set out in the Agreement. The Agreement must set a reporting date that aligns with the City's annual reporting cycle under Section 7.1.



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- 5.3.5** A Public Access plan may provide for resident priority in registration or booking and for differential fees for non-residents. Where it does, the plan must set out the basis for the difference.
 - 5.3.6** Public Access is not diminished by the temporary closure of a Community Asset for safety, maintenance, or repair, or by scheduled programming. The application of fees, permits, memberships or scheduling requirements is consistent with Public Access where they are applied on the terms of the Public Access plan required by Section 5.3.2.
 - 5.3.7** Where a Community Asset is owned in part by another party, the City will seek Agreement terms consistent with this Section to the extent of its interest.
 - 5.3.8** Where a Community Asset is used for the delivery of a Community Service to a defined population, the Public Access plan must state the Partner's eligibility criteria, how those criteria are published, and how a resident may seek review of an eligibility decision.
- 5.4** Leases and Licenses
- 5.4.1** Every lease and license of occupation must meet the minimum requirements in Schedule A, unless Council approves an exception.
 - 5.4.2** Agreements are approved by Council, except where approval authority is delegated to the CAO.
 - 5.4.3** If the City requires leased or licensed land or a Community Asset, or any portion of it, for another municipal purpose, Administration must obtain Council approval before relocating the Partner, declining to renew the Agreement, or terminating the Agreement.



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5.4.4 The City may terminate early, amend or renegotiate an Agreement where the work of the Partner is complete or unsuccessful as defined in the Agreement, the Partner, or a tenant or occupant of the land or Community Asset, breaches the Agreement as determined by the City, the Agreement is set to expire or is up for renewal, the City and the Partner agree in writing, or the land or the Community Asset is required for a municipal purpose, including but not limited to municipal or other community uses, public infrastructure, utilities, parks, affordable housing, emergency services, or other facilities, services or amenities as determined by Council.

5.4.5 Notwithstanding Section 5.4.4, the City may, at its sole discretion, elect not to renew a lease or license of occupation on its expiry. Non-renewal does not require a default or breach by the Partner. Where the City elects not to renew, it will give the Partner written notice of non-renewal in accordance with the Agreement and, where the Agreement does not specify a notice period, at least six months before the expiry of the lease or license. A failure to give notice within the required period does not renew the Agreement, and the City will take reasonable steps to minimize disruption to the Partner's operations in those circumstances.

5.4.6 The term of a lease or license of occupation, including every renewal term provided for in the Agreement, must not exceed 25 years unless Council approves a longer term by resolution.

5.5 Compliance

5.5.1 Every Agreement must include remedy provisions, including written notice of default, a defined period for the Partner to correct the default, and the City's right to terminate if the default is not corrected.

5.5.2 Administration will monitor Partner performance and compliance and will report any material non-compliance to Council, together with the remedy being pursued.

5.5.3 Administration will complete due diligence on prospective Partners before an Agreement is signed, and on existing Partners over the life of an Agreement, as set out in Schedule A.



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5.6 Data and Reporting

- 5.6.1** Every Agreement must identify the usage, participation and service data the Partner will capture, and the frequency and format in which the Partner will provide that data to the City.
- 5.6.2** The City will use data provided under Agreements to support recreation and community service planning, including the Master Recreation Plan, intergovernmental or investment decisions, and the evaluation of Partnerships and Public Access.
- 5.6.3** Data must be collected with informed consent where required, and captured, shared and managed in compliance with the *Access to Information Act* and the *Protection of Privacy Act* (Alberta) as they apply to the City, and the Personal Information Protection Act (Alberta) as it applies to Partners.
- 5.6.4** Administration will maintain a standard set of priority recreation and community service metrics and reporting templates and will apply them across Agreements, so that each Partner receives a single, consistent and coordinated data request.
- 5.6.5** Where an existing Agreement does not contain data provisions, Administration may establish interim data sharing arrangements with the Partner by mutual agreement and will incorporate the requirements of this Section at the next amendment or renewal of that Agreement.
- 5.6.6** Every Agreement must set out the ownership of the data provided to the City under the Agreement and the City's licence to use it. The City retains a perpetual right to use, disclose and publish aggregate or de-identified data provided under an Agreement for planning, reporting and evaluation purposes, and that right survives the expiry or termination of the Agreement. Personal information remains subject to Section 5.6.3.



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5.7 Risk and Safety

- 5.7.1** A Partner that delivers programs or services to children, youth or vulnerable persons must maintain a written screening Policy and must screen its staff and volunteers who hold positions of trust, as set out in Schedule A.
- 5.7.2** Every Agreement must require the Partner to notify the City of incidents affecting the safety of participants, staff or volunteers, the security or condition of a Community Asset, environmental releases, insurance claims, and regulatory orders or inspections, within the time and in the form set out in the Agreement.
- 5.7.3** Every Agreement must allocate risk between the parties through insurance, indemnity and compliance obligations proportionate to the value of the Recreation Asset, the nature of the Partner's activities and the populations served, as set out in Schedule A.

6. Roles and Responsibilities

- 6.1** Council approves this Policy and any exception to it, approves Agreements above the authority delegated to the CAO, approves the early termination or relocation of a Partner under Section 5.4.3, and receives compliance and evaluation reporting under this Policy.
- 6.2** The CAO negotiates, administers, monitors and evaluates Agreements; approves Agreements, amendments, sub-leases and Partner capital projects within the authority delegated under the Chief Administrative Officer Bylaw and Schedule A; recommends Partnerships, operating models and exceptions to Council; and maintains the evaluation framework required by Section 7.1.
- 6.3** Where this Policy assigns a power, duty or function to the CAO, the CAO may delegate it in accordance with the *Municipal Government Act*.

7. Monitoring and Review

- 7.1** Administration will establish an evaluation framework for this Policy within one year of adoption, measuring Public Access, stewardship of Community Assets and Partnership performance, and will report the results to Council annually.
- 7.2** Administration will return this Policy to Council for review within two years of adoption, and at least every four years thereafter.



8. Related Documents

- 8.1** *Municipal Government Act*, RSA 2000, c M-26
- 8.2** *Societies Act*, RSA 2000, c S-14.
- 8.3** Access to Information Act, SA 2024, c A-1.4
- 8.4** *Protection of Privacy Act*, SA 2024, c P-28.5
- 8.5** *Personal Information Protection Act*, SA 2003, c P-6.5
- 8.6** Chief Administrative Officer Bylaw
- 8.7** Bylaw #020-25, Municipal Development Plan
- 8.8** Bylaw #020-26, Chestermere Off-Site Levy Bylaw
- 8.9** City of Chestermere Procurement Policy
- 8.10** Policy #858 Donation, Sponsorship, and Naming Rights Policy



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Adopted by Council: September 15, 2026

Resolution Number: 260915-29

X

Mayor, Shannon Dean

X

Chief Administrative Officer, Kent Edney

Last Review Date: September 15, 2026

Next Review Date: September 15, 2028

Revision History (Completed by Legislative Services):		
Policy Title	Date Approved	Resolution Number
Policy #862 Community Asset Investment, Access and Partnerships Policy	September 15, 2026	260915-29



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SCHEDULE A

Minimum Requirements for Leases and Licenses

1. Every lease or license of occupation must specify the following, unless Council approves an exception under Section 5.4.1:
 - 1.1 The term of the Agreement and any renewal provisions, subject to the maximum term in Section 5.4.6.
 - 1.2 The annual fee and the method of payment, the basis on which the fee was set, including where the land or Community Asset is provided at less than fair market value the estimated value of that provision, and a mechanism for adjusting the fee over the term, such as indexation to the Consumer Price Index or periodic market review.
 - 1.3 The purpose of the Agreement, its governance structure, the roles and responsibilities of each party, agreed performance measures, reporting requirements, including the date by which the annual Public Access report under Section 5.3.4 and the data required under item 1.13 must be provided, and the process for evaluating the Partnership.
 - 1.4 The Partner's responsibility for all costs associated with occupying or using the land or Community Asset, unless otherwise specified in the Agreement.
 - 1.5 Insurance and coverage proportionate to the Agreement, including at a minimum commercial general liability insurance with an inclusive limit of not less than \$5,000,000 per occurrence for death, bodily injury and property damage, naming the City as an additional insured; abuse or misconduct liability coverage where the Partner delivers programs or services to children, youth or vulnerable persons; automobile liability coverage where vehicles are used in the delivery of programs or services; property or all-risk coverage for the building, the Partner's contents and any improvements made by the Partner; coverage under the Workers' Compensation Act for the Partner's workers, or proof of exemption; and certificate of insurance provided at commencement, annually, and on any renewal or amendment.



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- 1.6** For any building or facility, completion of a lifecycle study by a professional consultant within one year of commencement, outlining the opinion of condition, probable renewal costs and the timing of lifecycle upgrades over a 25-year period, updated as the Agreement requires. The Agreement must state whether the Partner, the City or both fund the study, and the City may scale the requirement to the value and complexity of the facility. The Agreement must also allocate responsibility for funding any deficiency identified in the study and the timeframe for addressing it.
- 1.7** Approval by the CAO before the Partner begins any capital improvement or construction project that requires a development permit or exceeds \$50,000, and a statement of how capital improvements are funded, whether the City will contribute, how they are accounted for, and their treatment on expiry or termination under item 1.14.
- 1.8** Approval by the CAO of all sub-leases and of any amendment or renewal of a sub-lease.
- 1.9** Submission of a board-approved business plan within one year of commencement, updated at the frequency set in the Agreement.
- 1.10** Indemnity and termination provisions approved by the City.
- 1.11** Compliance with the City's visual identity and public relations requirements.
- 1.12** A requirement that any registration, booking or other digital platform the Partner operates for residents meets applicable accessibility standards.
- 1.13** Data provisions implementing Section 5.6 of this policy, specifying the data set the Partner will capture (such as facility utilization, participation, program, service and residency data), the collection methods, and the frequency and format in which the data will be provided to the City, in compliance with the legislation identified in Section 5.6.3.
- 1.14** Confirmation that, on the expiry or termination of the Agreement, all capital improvements made by the Partner to the land or a Community Asset during the term shall, at the option of the City, either be removed by the Partner or vest in and become the property of the City without compensation to the Partner.



- 1.15** Where the Partner delivers programs or services to children, youth or vulnerable persons, a written screening policy and a requirement that staff and volunteers who hold positions of trust complete a criminal record check including a vulnerable sector search before commencing their duties and at the interval set in the Agreement, with records maintained by the Partner and produced to the City on request.
 - 1.16** Incident notification requirements implementing Section 5.7.2, specifying the categories of incident, the notification period and the form of notice.
 - 1.17** A dispute resolution process, which may include negotiation, mediation or arbitration, and which does not suspend or limit the City's rights under Section 5.5.1.
 - 1.18** A requirement that the Partner comply with all applicable federal, provincial and municipal legislation, bylaws, codes and standards, and hold every licence, permit and approval required for its activities.
 - 1.19** Disclosure of any grant or external funding held or sought by the Partner in relation to the Community Asset that carries a condition, repayment or clawback obligation, and a requirement that the Partner notify the City before accepting such funding.
 - 1.20** Where more than one Partner occupies a Community Asset, the allocation of operating cost, capital cost, maintenance responsibility and scheduling between them.
- 2.** Due diligence. Before entering into an Agreement, and periodically over its life, Administration will complete:

 - 2.1** A review of the Partner's written board and organizational policies and procedures, at commencement and at least every five years thereafter.
 - 2.2** A review of the Partner's financial statements for the previous three years at commencement, and annually thereafter.
 - 2.3** A review of the biographies of the Partner's board members and senior management, at commencement and as required thereafter.
 - 2.4** A review of relevant studies and reports, such as annual reports and satisfaction surveys, as required.



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2.5 Facility visits or audits by Administration or its representatives, as required.

- 3.** Any Agreement with a term longer than five years must include a Partnership evaluation process, to be conducted at least once every five years. The evaluation will assess the Partner's performance against the objectives, service standards and Public Access requirements set out in the Agreement. Where an evaluation identifies material deficiencies, Administration will notify the Partner in writing and establish a remediation plan with defined timelines. A failure to remedy identified deficiencies within those timelines may result in the City declining to renew the Agreement at expiry, terminating the Agreement early, or pursuing any other remedy available to it.