

AGENDA
CRANBROOK AND DISTRICT COMMUNITY FOUNDATION
Regular Meeting Tuesday, April 12, 2016
RDEK Board Room

1. **Adoption of Agenda**
2. **Adoption of Minutes**
3. **Correspondence – Nil**
4. **Committee Reports**
 - 4.1 Executive
 - 4.2 Financial
 - 4.3 Fund Development and Promotions
 - 4.4 Governance
 - 4.5 Grants
 - 4.6 Nominating
5. **Administrative Updates**
 - 5.1 Fund Development Coordinator
 - 5.2 Events and Admin Assistant
6. **Business Arising**
 - 6.1 Strategic Planning
 - 6.2 CBT Investment
 - 6.3 BDO Financial
7. **Fernie Fund**
 - 7.1 Committee terms of reference
 - 7.2 Fernie Community Fund Resolution
8. **New Business**
 - 7.1 BC Community Foundation Provincial Gathering April 21-22 in Richmond, BC
- 9 **Round Table**
- 10.. **Adjournment**

MINUTES

CRANBROOK AND DISTRICT COMMUNITY FOUNDATION

The Regular Meeting of the Cranbrook and District Community Foundation was held Tuesday, March 8, 2016 at 5:30 p.m. in the RDEK Board Room.

PRESENT: Director Michele Bates
Director Neil Cook
Director Lorraine Froelage
Director Kirk Green
Director Dave Struthers

ABSENT: President Wayne Eburne
Director Carol Murray
Director Jim Wavrecan
Director Ron Webb

IN ATTENDANCE: Councillor Norma Blissett
Ms. Riley Wilcox, Executive Director
Ms. Jody Jacob, Fund Development Coordinator
Ms. Livia Lara, School Works Program

CALL TO ORDER: Director Struthers, acting on behalf of President Eburne, called the meeting to order at 5:33 p.m.

AGENDA
MARCH 8, 2016

(1) **ADOPTION OF AGENDA**

Moved by Director Cook and seconded

THAT the Agenda for the March 8, 2016 Regular Monthly Meeting be adopted.

Carried Unanimously.

REG. MEETING
JANUARY 12, 2016

(2) **ADOPTION OF MINUTES**

Moved by Director Bates and seconded

THAT the Minutes of the January 12, 2016 Regular Monthly Meeting be adopted.

Carried Unanimously.

(3) **DELEGATION**

Ms. Michele A. Sam, Governance, Policy and Research Coordinator, responding to an invitation from the Executive Director outlined and provided background information to Board members regarding ?Aq'am (translation – People of the Forest) formerly St. Mary's Indian Band.

(4) **COMMITTEE REPORTS**

FINANCIAL

Ms. Lisa Toth, BDO is assisting with our 2015 bookkeeping. This has been a lengthy process and required going back to January, 2015 to reconcile the bank statements. Billing to date is \$2,756.25 with the month of December, 2015 still outstanding.

GOVERNANCE

Directors discussed the Cranbrook and District Community Foundation's borders. With Fernie becoming affiliated with CDCF and future focus on establishing funds in both Sparwood and Elkford a review is required...

Director Struthers offered to contact Ms. Lee Ann Crane to confirm our current boundaries and discuss whether our bylaw requires any changes to include Fernie, Sparwood and Elkford and if we should expand our coverage to the BC/Alberta border.

GRANTS

Director Struthers advised that eleven grant applications have been received and will be distributed to Committee members for review, consideration and recommendation.

NOMINATION

In January, President Eburne met with Mr. Ken Lo to provide background and information on CDCF following Mr. Lo's visit to the office and his conversation with Ms. Jacob. President Eburne, on behalf of Foundation members invited Mr. Lo to join the Board.

Moved by Director Cook and seconded

THAT Mr. Ken Lo be invited to join the Cranbrook and District Community Foundation as a Board Member.

Carried Unanimously.

EXECUTIVE DIRECTOR

(5) ADMINISTRATIVE UPDATES

Ms. Wilcox provided an overview of staff participation with various organizations during the last month such as Cranbrook Public Library, Cranbrook History Centre, Cranbrook Boys and Girls Club, Columbia Basin Trust to name a few. She also advised that the Fernie Community Fund has received a total of \$40,000 in donations and commitments to date.

FUND DEVELOP. COORDINATOR

Ms. Jacob reported on the success of the Stone Soup fundraiser which saw approximately \$22,500 being raised to support the Salvation Army's Soup Kitchen and CDCF. The event luncheon was sold out with contestants and patrons looking forward to 2017.

Director Green congratulated staff on the success of the event and commented on the outstanding press coverage received.

CRANBROOK REFUGEE HUB

(6) CORRESPONDENCE

Correspondence was received from Cranbrook Hub for Refugees a non-denominational volunteer group working to bring a refugee family to Cranbrook.

STRATEGIC PLAN

(7) BUSINESS ARISING

Ms. Jacqueline Arling, RPP, MCIP provided the CDCF – Strategic Plan 2016 review attended by Foundation Board members January 16th. The agenda was ambitious and Board members agreed to continue the planning session in the fall. Executive Director Wilcox will make arrangements.

CBT INVESTMENT TOOL

Columbia Basin Trust has announced an investment option beginning April 1st for community foundations wishing to invest funds and opportunities for collaboration and support.

VANCOUVER
FOUNDATION

Documentation has been provided to BDO for an opinion.

Correspondence to the Vancouver Foundation outlining the CDCF's administrative management fees has been sent and we are awaiting their response.

(8) **NEW BUSINESS**

VITAL SIGNS

The 2016 national Vital Signs theme is "Belonging". Vital Signs uses local knowledge to measure the vitality of a community, gathers data and publishes reports on significant social and economic trends.

Collaboration within the community develops a picture of quality of life using a wide range of national data and local research.

Ms. Livia Lara is looking forward to coordinating this project on behalf of CDCF.

(9) **ROUND TABLE**

LEAVE OF
ABSENCE

Director Struthers advised that the Executive Director Wilcox will be taking a six week medical leave of absence beginning March 21st.

(10) **ADJOURNMENT**

ADJOURN

Moved by Director Bates

THAT the Regular Meeting of March 8, 2016 be adjourned at 7:53 p.m.

President

Secretary

10 April 2016

Ms. Jody Jacob
Fund Development Coordinator
(By email: jody.cdcf@telus.net)

Re: Proposal for Facilitation of Strategic Planning Action Items

Dear Ms. Jacob,

Thank you very much for requesting a fee proposal for the facilitation of working sessions for the CDCF Board of Directors. On the 16th of January 2016, I facilitated a Strategic Planning Session with the Board and Staff. In that session, a number of goals were identified. The next phase of the plan is to explore the goals, identify opportunities, and an action plan. The following outlines a work program and schedule for your review.

PROJECT SCOPE

The strategic plan identified three strategic themes - Fund Development, Community Building and Profile, and Governance. Under each of these themes, goals and potential opportunities were identified. Although the Plan provides high level direction, the next step is to drill down into specific action items for the next 3-5 years.

The session will explore the potential opportunities under each goal and identify the most viable ones (the big easy) to move forward. These opportunities will then be discussed to formulate:

1. Success metrics - How will we know when we are achieving the goal?
2. Pathfinder project - How will we get there?
3. Milestones - How will we know we're not lost? and,
4. An Action Plan - What will we start doing by next week?

There are two options for achieving this action plan. Option 1 would be to conduct a 3-4 hour session to explore the potential opportunities identified in the strategic plan under each goal and formulate an action plan.

Option 2 would be to break this session into two meetings of the Board. Each would be 2 hours in length and could be done in the evenings.

WORK BREAKDOWN STRUCTURE AND PROJECT SCHEDULE

Project Milestones

ID	Description	Deadline	Approx. Hr
1	Initiation and Planning	1 week prior to Session	2 hrs
2	Facilitation of the Strategic Session	TBD	5 hrs
3	Draft Action Plan Submission (Final within a week of edits being submitted back to Facilitator)	1 week post session	4 hrs

FEES AND INVOICING

Arling Consulting Ltd will collaborate with the client to reach each milestone in the project. I will discount my normal rate of \$90/hr to \$60/hr to an upset limit of **\$660** exclusive of disbursements and GST for this project.

Disbursements will be shown separately on my invoices. Disbursements (photocopying, printing/plotting, courier, session materials, etc) will be billed at cost. I will do my best to make use of the Foundation resources. Milage will be charged at \$0.45/km. Travel time is billed at half rate. Therefore option 1 would be \$60 in travel, option 2 would be \$120. The project will be invoiced upon completion of the project.

Thank you very much for this opportunity to work with CDCF. Arling Consulting Ltd. commits to working with CDCF to ensure the project is on-time, in-scope, and on-budget. If you have any questions please do not hesitate to contact me at 778-963-0313 (H) or 403-667-9766 (C).

Yours truly,
ARLING CONSULTING LTD.



Jacqueline Arling, RPP, MCIP

LOAN AGREEMENT

THIS AGREEMENT is dated as of _____, 2016

BETWEEN:

[COMMUNITY FOUNDATION][NTD: please provide full
legal name and address of the Community Foundation for each
agreement]

(the “Lender”);

AND:

CBT COMMERCIAL FINANCE CORP., a corporation
continued under the laws of British Columbia, Canada with an
office at Suite 300, 445 - 13 Avenue, Castlegar, BC, Canada V1N
1G1

(the “Borrower”).

The parties agree as follows:

1. DEFINITIONS

1.1 Definitions

Where used in this Agreement, the following words and phrases have the following meanings:

- (a) “**Advances**” means the loan referenced in Section 3.1, together with any Increases.
- (b) “**Affiliate**” has the meaning assigned in the *Business Corporations Act* (British Columbia).
- (c) “**Borrower**” means CBT Commercial Finance Corp., and its successors and permitted assigns.
- (d) “**Business Day**” means any day which is not a Saturday, Sunday or statutory holiday in British Columbia.
- (e) “**Demand Notice**” has the meaning given in Section 3.6.
- (f) “**Event of Default**” means any event specified in Section 6.1.
- (g) “**Fiscal Quarter**” means April 1, June 1, September 1 or December 1 of any year.
- (h) “**Grid**” has the meaning given in Section 3.2.

- (i) **"Increases"** has the meaning given in Section 3.2.
- (j) **"Lender"** means [**Community Foundation**], and its successors and permitted assigns.

2. INTERPRETATION

2.1 Governing Law

This Agreement is governed by the laws of British Columbia and the parties submit to the non-exclusive jurisdiction of the courts of British Columbia for the resolution of all disputes under this Agreement.

2.2 Severability

If any one or more of the provisions contained in this Agreement is found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this Agreement will not in any way be affected or impaired thereby.

2.3 Headings and Marginal References

The division of this Agreement into sections, subsections, paragraphs and subparagraphs and the insertion of headings is for convenience of reference only and does not affect the construction or interpretation of this Agreement.

2.4 Currency

All statements of, or references to, dollar amounts in this Agreement refer to lawful currency of Canada.

3. ADVANCES

3.1 Establishment of the Advances

The Lender agrees to lend to the Borrower on an unsecured basis \$<@>.

3.2 Increase of Advances

By prior written notice to the Borrower, the Lender may, from time to time, request an increase in the loan (each such increase, an **"Increase"**). The Borrower in its sole discretion may agree to any such Increase. Any such Increase shall be made on the first Fiscal Quarter following a request. Each Increase will be recorded on, and evidenced by, the grid set out in Schedule "A" hereto (the **"Grid"**) which will be updated by the Borrower concurrently with each Increase.

3.3 Grid

- (a) The Lender authorizes and directs the Borrower to record all amounts advanced by the Lender to the Borrower from time to time and all amounts repaid on the Grid, provided, however, that failure to make a notation on the existence of an

error in notation with respect to any Increase or repayment on the Grid will not limit or otherwise affect the obligations of the Borrower under this Agreement; and

- (b) The Borrower acknowledges that the date and amount of each Increase or repayment recorded on the Grid shall be conclusive and binding on the Borrower in the absence of manifest error.

3.4 Interest

Interest will accrue on each Advance at a rate of five percent (5%) per annum, and is payable by the Borrower on each Fiscal Quarter, both before and after demand, maturity, default or judgement. Any unpaid interest will form part of the Advances and will bear interest at the applicable rate pursuant to this Section 3.4.

3.5 Repayment of Advances

Subject to the other provisions of this Agreement, the Borrower will repay the Advances, including all accrued and unpaid interest, on demand in accordance with Section 3.6.

3.6 Payment on Demand

Notwithstanding any other provision of this Agreement, the Lender may, at any time on a Fiscal Quarter, demand by notice in writing to the Borrower (a "**Demand Notice**") that the Advances, in whole or in part, and any accrued but unpaid interest under this Agreement are due and owing. Upon receipt of the Demand Notice, the Borrower shall repay the Advances, and any accrued and unpaid interest in each instance as required pursuant to the applicable Demand Notice on or before the next Fiscal Quarter.

3.7 Prepayment of Advances

The Borrower may, on at least 60 days' written notice to the Lender, prepay the Advances on a Fiscal Quarter, in whole or in part, and any accrued but unpaid interest outstanding under this Agreement to the date of payment, without penalty or charges.

3.8 Sole Borrower

The parties acknowledge and agree that at all times the Borrower will be the sole borrower under this Agreement, and any realization or enforcement for recovery of the Advances or any other amounts owed under this Agreement will be only against the Borrower, and that there will be no recourse against any subsidiary, Affiliate or parent of the Borrower.

3.9 Acknowledgement of Additional Borrowing

The Lender acknowledges that the Borrower may from time to time borrow funds from any other source (on a secured or unsecured basis) and the Lender further acknowledges that the Borrower does not require consent from the Lender for any such borrowing.

3.10 Adjustment of Interest

Notwithstanding any provision to the contrary contained in this Agreement, in no event will the aggregate "interest" (as defined in Section 347 of the *Criminal Code*, Revised Statutes of Canada, 1985, c. 46 as amended, replaced or re-enacted from time to time) payable under this Agreement exceed the effective annual rate of interest on the "credit advanced" (as defined in that section) under this Agreement lawfully permitted under that section and, if any payment, collection or demand pursuant to this Agreement in respect of "interest" (as defined in that section) is determined to be contrary to the provisions of that section, such payment, collection or demand will be deemed to have been made by mutual mistake of the Borrower and the Lender and the amount of such payment or collection will be refunded to the Borrower; for purposes of this Agreement the effective annual rate of interest will be determined in accordance with generally accepted actuarial practices and principles over the term of the Advances on the basis of annual compounding of the lawfully permitted rate of interest and, in the event of dispute, a certificate of a Fellow of the Canadian Institute of Actuaries appointed by the Lender will be conclusive for the purposes of such determination, in the absence of evidence to the contrary.

4. REPRESENTATIONS AND WARRANTIES

4.1 Representations and Warranties of the Borrower

The Borrower represents and warrants to the Lender that:

- (a) it is a corporation duly organized, validly existing and in good standing under the laws of British Columbia;
- (b) it has all requisite corporate power and authority to enter into this Agreement and to carry out the obligations contemplated herein;
- (c) this Agreement has been duly and validly authorized, executed and delivered by the Borrower and is a valid obligation of the Borrower enforceable in accordance with its terms;
- (d) it has not committed an act of bankruptcy or is insolvent, has proposed an arrangement to its creditors generally, has had a petition or a receiving order in bankruptcy filed against it, has made a voluntary assignment in bankruptcy, has taken any proceedings with respect an arrangement, has taken any proceedings to have itself declared bankrupt or wound-up, has taken any proceedings to have a receiver appointed for any of its property or has had any execution or distress become enforceable or become levied upon any of its property;
- (e) there are no actions or proceedings pending or, to its knowledge, threatened, which challenge the validity of this Agreement or which might result in a material adverse change in its financial condition or which would materially adversely affect its ability to perform its obligations under this Agreement;
- (f) the performance and compliance with the terms of this Agreement by the Borrower will not result in any breach of, or be in conflict with or constitute a

default under, and no event has occurred which, after notice or lapse of time, or both, would constitute a default either directly or indirectly under:

- (i) any statute, rule or regulation applicable to the Borrower;
 - (ii) its constating documents, or resolutions of the directors, shareholders or committees of the Borrower which are in effect at the date hereof;
 - (iii) any mortgage, note, indenture, contract, agreement, instrument, lease or other document to which the Borrower is a party or by which it is bound; or
 - (iv) any judgment, decree or order binding the Borrower or its property or assets;
- (g) no Event of Default and no event which, with the giving of notice or lapse of time, would become an Event of Default, has occurred or is continuing.

4.2 Survival of Representations and Warranties

All representations and warranties made herein will survive the delivery of this Agreement by the Borrower and the Lender and no investigation at any time made by or on behalf of the Lender will diminish in any respect whatsoever their respective rights to rely on the appropriate representations and warranties.

5. COVENANTS

5.1 Positive Covenants of the Borrower

In addition to the covenants elsewhere in this Agreement, the Borrower covenants and agrees with the Lender that, at all times during the term of this Agreement, it will:

- (a) pay the Advances, interest and other monies required to be paid to the Lender pursuant to this Agreement in the manner set forth;
- (b) duly observe and perform each and every of its continuing covenants and agreements set forth in this Agreement;
- (c) do all things necessary to maintain its existence as a legally valid and subsisting corporation and to carry out its business in a proper and efficient manner in like manner as prudent operators of similar businesses;
- (d) comply in all material respects with all applicable laws and do all things necessary to obtain, renew and maintain in good standing from time to time all permits and licences required for the operation of its business; and
- (e) upon request of the Lender, duly execute and deliver, or cause to be executed and delivered to the Lender such further instruments and do and cause to be done such

further acts as may be necessary or desirable to carry out more effectively the provisions and purposes of this Agreement.

6. EVENT OF DEFAULT

6.1 Definition of Event of Default

Notwithstanding the demand nature of the loans advanced hereunder, the Advances and all other amounts owing and due hereunder shall immediately become due and payable without further demand from the Lender following any of these events (each an “**Event of Default**”):

- (a) the Borrower defaults in any payment of the Advances or interest when due under this Agreement;
- (b) the Borrower defaults in any payment of any charges, fees or other amounts (other than any amounts referred to in (a) above) when due under this Agreement;
- (c) the Borrower fails to observe or perform, in any material respect, any of the continuing covenants, or breaches, in any material respect, any representation or warranty in this Agreement;
- (d) the Borrower declares itself to be insolvent, or makes an assignment for the benefit of its creditors, is declared bankrupt, makes a proposal or otherwise takes advantage of any provisions for relief under the bankruptcy and insolvency legislation in any jurisdiction, or makes an authorized assignment;
- (e) a receiver, manager, receiver and manager or receiver-manager of all or a part of the assets of the Borrower is appointed; or
- (f) an order is made or a resolution is passed for the winding up of the Borrower,

provided that the Borrower will have 30 calendar days to rectify or remedy, to the extent capable of cure or remedy, any Event of Default: (i) with respect to paragraphs (a), (b) or (c) above from the date on which the Borrower receives written notice of such Event of Default from the Lender; and (ii) with respect to paragraphs (d) through (f) above from the date such Event of Default occurs, notwithstanding notice of such Event of Default has not been provided to the Borrower by the Lender.

6.2 Rights and Remedies of the Lender

Upon the occurrence of an Event of Default, provided such Event of Default has not been remedied or cured pursuant to Section 6.1, and at any time thereafter, the Lender may exercise any or all rights and remedies available to the Lender whether available under this Agreement or available at law or in equity.

7. GENERAL

7.1 Waiver or Modification

No failure on the part of the Lender in exercising any power or right hereunder will operate as a waiver of the power or right nor will any single or partial exercise of such right or power preclude any other right or power hereunder. No amendment, modification or waiver of any condition of this Agreement or consent to any departure by the Borrower therefrom will be effective unless it is in writing signed by the Lender and the Borrower. No notice to or demand on the Borrower will entitle the Borrower to any other further notice or demand in similar or other circumstances unless specifically provided for in this Agreement or by applicable law.

7.2 Time

Time is of the essence of this Agreement.

7.3 Further Assurances

The parties to this Agreement will do, execute and deliver or will cause to be done, executed and delivered all such further acts, documents and things as may be reasonably required for the purpose of giving effect to this Agreement.

7.4 Assignment

The Borrower may not assign this Agreement or any part of it except with the prior written consent of the Lender, such consent not to be unreasonably withheld, conditioned or delayed. The Lender may not assign the Advances or this Agreement or its respective interests in the Advances, or this Agreement or any part of it, without the prior written consent of the Borrower, which consent will not be unreasonably withheld, conditioned or delayed.

7.5 Costs and Expenses

The Borrower and the Lender will each pay its own costs and expenses, including legal costs and expenses, incurred in connection with this Agreement.

7.6 Severability

If any provision of this Agreement is found to be illegal or unenforceable, it will be considered separate and severable from this Agreement and the remaining provisions of this Agreement will remain in force and be binding on the parties as though the illegal or unenforceable provision had never been included.

7.7 Counterparts

This Agreement may be executed in one or more counterparts and delivered by facsimile or electronically, each of which when so executed or delivered will be considered for all purposes to be an original instrument and such counterparts together will constitute one and the same

instrument (and notwithstanding their date of execution will be deemed to bear the date at the beginning of this Agreement).

7.8 Entire Agreement

This Agreement constitutes the entire agreement between the Borrower and the Lender and will supersede and replace any other agreement or arrangement, whether oral or in writing, previously existing between the parties with respect to the subject matter of this Agreement.

7.9 Disclosure of Information

The Lender acknowledges that the Borrower is a wholly-owned subsidiary of Columbia Basin Trust with duties and obligations under the *Freedom of Information and Protection of Privacy Act* and that the Borrower may be required by law to disclose information relating to the Lender and this Agreement. The Lender consents to the release of such information and acknowledges that this consent is made pursuant to Section 33.1(1) of the *Freedom of Information and Protection of Privacy Act*.

8. NOTICES

8.1 Manner of Giving Notice

Any notice under this Agreement will be given in writing and may be sent by fax, electronic mail or may be delivered or mailed by prepaid post addressed to the party to which notice is to be given at the address indicated above, or at another address designated by that party in writing.

8.2 Deemed Receipt – Fax, Email or Delivery

If notice is sent by fax or electronic mail, it will be deemed to have been given at the time of transmission or delivery, provided that a receipt or confirmation of transmission is given to the sender. If notice is set by delivery by overnight courier, it will be deemed to have been received 24 hours after delivery.

8.3 Deemed Receipt – Mail

If notice is mailed, it will be deemed to have been received three days following the date of mailing of the notice.

9. AMENDMENTS

This Agreement or any provision hereof may be amended or waived only by instrument in writing signed by the Lender and the Borrower.

(Remainder of page left intentionally blank. Signature page follows.)

IN WITNESS WHEREOF the parties have executed this Agreement as of the day and year first above written.

CBT COMMERCIAL FINANCE CORP.

By:

Authorized Signatory

Name:

Title:

[COMMUNITY FOUNDATION]

By:

Authorized Signatory

Name:

Title:

SCHEDULE "A"

SCHEDULES OF INCREASES AND REPAYMENTS

Date of Advance	Amount Advanced	Date of Repayment	Rate of Interest
			5%

DRAFT

8:59 AM

03/31/16

Accrual Basis

Cranbrook and District Community Foundation
Balance Sheet Prev Year Comparison
As of December 31, 2015

	Dec 31, 15	Dec 31, 14	\$ Change	% Change
ASSETS				
Current Assets				
Chequing/Savings				
1000 - BANK - EKCUC	165,229.17	143,541.30	21,687.87	15.1%
1001 - BANK- EKCUC-Project	249,892.05	222,029.87	27,862.18	12.6%
1005 - PETTY CASH	200.00	200.00	0.00	0.0%
1010 - SHARES - EKCUC	507.18	507.18	0.00	0.0%
Total Chequing/Savings	415,828.40	366,278.35	49,550.05	13.5%
Other Current Assets				
1200 - ACCOUNTS RECEIVABLE	20,330.35	1,293.68	19,036.69	1,471.5%
1225 - GST (50%) RECOVERABLE	0.00	724.69	-724.69	-100.0%
1227 - GST (100%) RECOVERABLE	0.00	11.19	-11.19	-100.0%
1230 - Accrued Interest Receivable	13,710.99	12,645.10	1,065.89	8.4%
Total Other Current Assets	34,041.34	14,674.64	19,366.70	132.0%
Total Current Assets	449,869.74	380,952.99	68,916.75	18.1%
Fixed Assets				
1100 - Computers	943.94	0.00	943.94	100.0%
Total Fixed Assets	943.94	0.00	943.94	100.0%
Other Assets				
1299 - PREPAID EXPENSES	100.00	100.00	0.00	0.0%
1300 - INVESTMENTS - VANCOUVER CF				
1305 - Operational Endowment Fund	56,441.16	56,441.16	0.00	0.0%
1310 - General Endowment Fund	158,769.21	158,769.21	0.00	0.0%
1320 - Children's First Fund	57,201.82	57,201.82	0.00	0.0%
1330 - Hanemayer- Donar Advised Fund	754,592.90	754,592.90	0.00	0.0%
1335 - Hanemayer-Field of Interest	30,248.31	30,248.31	0.00	0.0%
1340 - Symphony of The Kootenays	73,673.71	73,673.71	0.00	0.0%
1345 - Joyce Metcalfe Legacy Fund	15,489.98	15,489.98	0.00	0.0%
1355 - Friends of Fort Steele Fund	140,617.64	140,617.64	0.00	0.0%
1360 - Winter Games Legacy-Arts	15,247.97	15,247.97	0.00	0.0%
1365 - Winter Games Legacy-Sports	44,710.15	44,710.15	0.00	0.0%
1370 - Knights of Pythius Legacy Fund	29,167.01	29,167.01	0.00	0.0%
1371 - Environment Fund	19,811.22	19,811.22	0.00	0.0%
1372 - EK Foundation For Health Fund	18,987.85	18,987.85	0.00	0.0%
1373 - Niedermayer Family Legacy Fund	37,444.51	37,444.51	0.00	0.0%
1374 - Mahovic Scholarship Fund	23,595.09	23,595.09	0.00	0.0%
Total 1300 - INVESTMENTS - VANCOUVER CF	1,475,998.53	1,475,998.53	0.00	0.0%
Total Other Assets	1,476,098.53	1,476,098.53	0.00	0.0%
TOTAL ASSETS	1,926,912.21	1,857,051.52	69,860.69	3.8%
LIABILITIES & EQUITY				
Liabilities				
Current Liabilities				
Accounts Payable				
2001 - *Accounts Payable	1,010.37	0.00	1,010.37	100.0%
Total Accounts Payable	1,010.37	0.00	1,010.37	100.0%
Other Current Liabilities				
2000 - ACCOUNTS PAYABLE	7,917.42	7,917.42	0.00	0.0%
2020 - VACATION PAYABLE	504.00	504.00	0.00	0.0%
2200 - GST PAYABLE	-991.67	0.00	-991.67	-100.0%
Total Other Current Liabilities	7,429.75	8,421.42	-991.67	-11.8%
Total Current Liabilities	8,440.12	8,421.42	18.70	0.2%

8:59 AM

03/31/16

Accrual Basis

Cranbrook and District Community Foundation
Balance Sheet Prev Year Comparison
As of December 31, 2015

	Dec 31, 15	Dec 31, 14	\$ Change	% Change
Long Term Liabilities				
2910 - OPPORTUNITY FUNDS				
2912 - DM Bosse Memorial Fund	320.00	320.00	0.00	0.0%
2914 - Senior's Fund	858.56	858.56	0.00	0.0%
2916 - Animal Welfare Fund	10,000.00	10,000.00	0.00	0.0%
2918 - Arts Fund	6,148.27	6,148.27	0.00	0.0%
2920 - Cranbrook RM Junior Rams	2,500.00	2,500.00	0.00	0.0%
2922 - M.Hull Mental Health & Aware	4,998.16	4,998.16	0.00	0.0%
2924 - Friends of Children Fund	8,986.72	8,986.72	0.00	0.0%
2926 - In Memoriam Fund	225.00	225.00	0.00	0.0%
2930 - Friends of Library	388.00	388.00	0.00	0.0%
Total 2910 - OPPORTUNITY FUNDS	34,424.71	34,424.71	0.00	0.0%
Total Long Term Liabilities	34,424.71	34,424.71	0.00	0.0%
Total Liabilities	42,864.83	42,846.13	18.70	0.0%
Equity				
3000 - OPERATING SURPLUS	44,032.29	44,032.29	0.00	0.0%
3100 - OPERATING PROJECT SURPLUS	212,846.00	212,846.00	0.00	0.0%
3500 - ENDOWMENT EQUITY	1,557,327.10	1,472,767.38	84,559.72	5.7%
Net Income	69,841.99	84,559.72	-14,717.73	-17.4%
Total Equity	1,884,047.38	1,814,205.39	69,841.99	3.9%
TOTAL LIABILITIES & EQUITY	1,926,912.21	1,857,051.52	69,860.69	3.8%

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Accrual Basis

Cranbrook and District Community Foundation
Profit & Loss Prev Year Comparison
 January through December 2015

	Jan - Dec 15	Jan - Dec 14	\$ Change	% Change
Ordinary Income/Expense				
Income				
4010 · CONTRIBUTIONS - Membership Dues	60.00	240.00	-180.00	-75.0%
4020 · OTHER RECEIPTS	0.00	0.24	-0.24	-100.0%
4030 · INTEREST-General Bank	2,223.85	3,791.82	-1,567.97	-41.4%
4032 · INTEREST- Project Account	2,646.95	4,434.84	-1,787.89	-40.3%
4035 · INTEREST-VF Endowment Funds	54,586.98	49,852.05	4,734.93	9.5%
4050 · DONATIONS-Endowment Fund	1,055.50	12,100.00	-11,044.50	-91.3%
4052 · DONATION-Endowment-(RegCharity)	0.00	17,479.09	-17,479.09	-100.0%
4053 · DONATIONS-Operating	99.00	0.00	99.00	100.0%
4055 · DONATION-Opportunity Fund	43,472.65	6,113.00	37,359.65	611.2%
4056 · DONATIONS- Opp Fund-Mahovlic	1,440.36	12,952.00	-11,511.64	-88.9%
4057 · DONATION-Opportunity (RegChrt)	775.08	265.00	510.08	192.5%
4060 · DONATION-Major Project Homeless	59,242.72	1,970.00	57,272.72	2,907.2%
4061 · DONATION-Major Projects-PTT	500.00	2,150.00	-1,650.00	-76.7%
4062 · DONATION-Major Project KCG	0.00	316.80	-316.80	-100.0%
4064 · Donation-Flow Thru (Reg charity	0.00	0.00	0.00	0.0%
4070 · DONATIONS -other	0.00	1,250.00	-1,250.00	-100.0%
4072 · Mahovlic Fund Raiser	0.00	17,705.00	-17,705.00	-100.0%
4076 · DONATION - Gifts that Give Hope	5,182.48	2,075.00	3,107.48	149.8%
4078 · DONATION - Stone Soup Challenge	10,395.00	2,500.00	7,895.00	315.8%
4100 · GRANTS-HWS Fund Development	60,000.00	83,694.95	-26,305.05	-78.1%
4160 · COTR Student Works Grant	0.00	1,077.60	-1,077.60	-100.0%
4230 · Misc Income	2,088.07	24.22	2,063.85	8,521.3%
4300 · UNREALIZED GAIN ON INVESTMENTS	0.00	56,267.22	-56,267.22	-100.0%
4310 · Investment in Shares	0.00	69.76	-69.76	-100.0%
4410 · Transfer from Funds	0.00	0.00	0.00	0.0%
Total Income	243,768.64	226,328.59	17,440.05	7.7%
Gross Profit	243,768.64	226,328.59	17,440.05	7.7%
Expense				
Reconciliation Discrepancies	0.00	312.80	-312.80	-100.0%
5000 · AUDIT/ LEGAL	6,185.88	5,987.50	198.38	3.3%
5005 · ADVERTISING	6,640.02	4,394.94	2,245.08	96.6%
5006 · BANK CHARGES	229.24	163.91	65.33	39.9%
5007 · COMPUTER	0.00	53.18	-53.18	-100.0%
5008 · WAGES-EXECUTIVE DIRECTOR	37,088.96	33,546.53	3,522.43	10.5%
5009 · WAGE COSTS	21,213.73	14,758.63	6,455.10	43.7%
5015 · Wages- Student	0.00	1,452.64	-1,452.64	-100.0%
5020 · MEETINGS	1,631.96	839.47	792.49	94.4%
5040 · OFFICE SUPPLIES	1,934.67	1,626.67	308.00	18.9%
5050 · PRINTING	404.74	178.08	226.66	127.3%
5055 · OFFICE RENT	4,305.00	4,348.75	-43.75	-1.0%
5060 · TELEPHONE & INTERNET	2,036.42	1,320.24	716.18	54.3%
5075 · INSURANCE	2,059.00	2,191.23	-132.23	-6.0%
5080 · DUES & SUBSCRIPTIONS	644.88	499.60	145.28	29.1%
5085 · Board Development	0.00	400.00	-400.00	-100.0%
5095 · Strategic Planning	0.00	284.80	-284.80	-100.0%
6001 · DELEGATIONS & CONFERENCES	7,548.21	761.38	6,786.83	891.4%
6012 · PROJECT-Homeless Shelter	16,052.24	10,211.75	5,840.49	57.2%
6015 · PROJECT-Mahovlic Fund Raiser	0.00	8,158.95	-8,158.95	-100.0%
6017 · PROJECT-Gifts that Give Hope	4,019.51	2,774.88	1,244.63	44.9%
6018 · PROJECT -Rotary Paint the Train	2,600.00	2,100.00	500.00	23.8%
6030 · Donations	0.00	1,000.00	-1,000.00	-100.0%
6550 · WAGES-FUND DEVELOPMENT	21,925.12	8,582.65	13,342.47	155.5%
6570 · JCP-Expenses	0.00	174.13	-174.13	-100.0%
Total Expense	138,499.58	106,122.71	32,376.87	30.5%
Net Ordinary Income	105,269.06	120,205.88	-14,936.82	-12.4%
Other Income/Expense				
Other Expense				
6600 · GRANTS				
6620 · Advertising and Promotion	0.00	1,311.10	-1,311.10	-100.0%
6625 · Endowment Grants Gifted	14,027.07	34,335.06	-20,307.99	-59.2%
6626 · Deed of Gift	20,900.00	0.00	20,900.00	100.0%
Total 6600 · GRANTS	34,927.07	35,646.16	-719.09	-2.0%

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03/31/16

Accrual Basis

Cranbrook and District Community Foundation
Profit & Loss Prev Year Comparison
 January through December 2015

	Jan - Dec 15	Jan - Dec 14	\$ Change	% Change
7700 · TRANSFER TO OPPORTUNITY FUND	0.00	0.00	0.00	0.0%
7710 · TRANSFER TO GENERAL FUND	0.00	0.00	0.00	0.0%
7720 · TRANSFER TO ENDOWMENT FUND	500.00	0.00	500.00	100.0%
Total Other Expense	35,427.07	35,646.16	-219.09	-0.6%
Net Other Income	-35,427.07	-35,646.16	219.09	0.6%
Net Income	69,841.99	84,559.72	-14,717.73	-17.4%

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**Cranbrook & District
Community Foundation**

GOVERNANCE POLICY 111

Fernie Community Fund Governance Committee – Terms of Reference

1. Mandate

The Fernie Community Fund Governance Committee is a standing committee of the CDCF. The mandate of the Fernie Community Fund Advisory Committee is to draft bylaw amendments and policies as directed by the Board, and to provide guidance to the Board on matters of governance and compliance with bylaws and policies.

2. Functions and Responsibilities

The functions and responsibilities of the Governance Committee are as follows:

- (1) The Fernie Community Fund Governance Committee provides insight and advice to the CDCF Board regarding community needs and the community in Fernie.
- (2) Provide guidance to the Board to ensure compliance with CDCF bylaws and policies.
- (3) Regularly review CDCF bylaws, policies, terms of reference, and procedural documents and, when deemed necessary, recommend changes.
- (4) Ensure that reviews required by bylaws and policies are undertaken in accordance with those documents.

3. Membership

The Governance Committee shall consist of at least three and up to seven members, appointed by the President, of whom at least one committee member from Fernie one of which must be Board member. The President shall appoint one CDCF Board member from Cranbrook to the Fernie Governance Committee. The Committee members designate the Chair who will be responsible for chairing all meetings of the Governance Committee and for ensuring the information and reports required under this Terms of Reference are prepared and presented to the Board.

4. Terms of Office

The terms of office for all members of the Governance Committee shall be two years commencing on the day of appointment of the individual members.

5. Quorum

A simple majority shall constitute a quorum of the Governance Committee.

Approved/Reaffirmed by the CDCF Board:



**Cranbrook & District
Community Foundation**

GOVERNANCE POLICY 1.12

Fund Development and Promotions Committee – Terms of Reference

1. Mandate

The Fund Development and Promotions Committee is a standing committee of the CDCF. The mandate of the Fund Development and Promotions Committee is to develop CDCF funds in accordance with established financial goals and to develop promotional strategies for the CDCF.

2. Functions and Responsibilities

The functions and responsibilities of the Fund Development and Promotions Committee are as follows:

Fund Development:

- (1) Based on the financial goals set by the CDCF Board, identify, prioritize and contact potential donor organizations and individuals.
- (2) Meet with potential donor organizations and individuals to provide information on the CDCF, respond to questions, and provide the potential donors with informational and promotional materials.
- (3) Make contact with organizations to provide information on the CDCF and, where applicable, request that the organizations' clients or members be informed of the CDCF and its activities.
- (4) Provide guidance to CDCF staff on matters related to fund development.
- (5) Regularly review fund development-related policies and, when deemed necessary, recommend changes.
- (6) Provide monthly reports to the Board on fund development activities.

Promotions:

- (7) Provide advice on special promotional, media relations and communications initiatives.
- (8) Coordinate any major community special events undertaken.
- (9) Report to the Board on promotional activities.

3. Membership

- (1) The Fund Development and Promotions Committee shall consist of at least five members, at least one of which must be Board member.
- (2) Based on the recommendations of the Fernie Fund Governance Committee, the President shall appoint the Board members to serve on this Committee and shall report to the Board on the appointments made.
- (3) In consultation with Committee members and the President, the Fernie Committee Chair may appoint non-Board members to the Committee and shall report to the Board should such appointments be made.
- (4) The Fund Development Coordinator shall be an ex-officio, non-voting member of the Committee.
- (5) Based on the recommendations of the Fernie Governance Committee, The President shall designate the Chair who will be responsible for chairing all meetings of the Fund Development and Promotions Committee and for preparing and presenting the information and reports required under this Terms of Reference.

4. Terms of Office

The terms of office for all members of the Fund Development and Promotions Committee shall be two years commencing on the day of appointment of the individual members.

5. Quorum

A simple majority shall constitute a quorum of the Fund Development and Promotions Committee.

Approved/Reaffirmed by the CDCF Board:



**Cranbrook & District
Community Foundation**

GOVERNANCE POLICY

Fernie Community Fund Grant Making Committee – Terms of Reference

1. Mandate

The Fernie Community Fund Grant Making Committee is a standing committee of the CDCF. The mandate of the Grant Making Committee is to solicit grant applications and to review and recommend grants to eligible groups within the Fernie Community Fund geographic area.

2. Functions and Responsibilities

The functions and responsibilities of the Grant Making Committee are as follows:

- (1) Develop and recommend to the Board, grant eligibility criteria taking into consideration the needs of donors, recipients and the CDCF.
- (2) Regularly review grant-related policies and, when deemed necessary, recommend changes.
- (3) Develop and implement an equitable, transparent and responsive method to evaluate grant applications.
- (4) Recommend to the Board, after consultation with the Finance Committee, the total dollar amount to be disbursed to approved applicants each year.
- (5) Conduct a public solicitation of grant applicants from a broad range of groups within the geographic area of the CDCF.
- (6) Using the approved evaluation method, consider all grant applications which qualify under the CDCF granting criteria.
- (7) Recommend to the Board the grants to be made to qualified applicants and the amount of each grant.
- (8) Respond to all funders/donors with relevant and requested grant information and provide follow-up documentation.
- (9) Provide monthly reports to the Board on grant making activities.

3. Membership

- (1) The Grant Making Committee shall consist of up to seven members, up to three of which must be Governance Committee members.

- (2) Based on the recommendations of the Fernie Community Fund Governance Committee, the President shall appoint the Board members to serve on this Committee and shall report to the Board on the appointments made.
- (3) The Committee Chair shall appoint to the Committee at least two members of the public, representing a broad cross-section of the people living in the Fernie Community Fund geographic area, and shall advise the Board of such appointments.
- (4) Based on the recommendations of the Fernie Community Fund Governance Committee, the President shall designate the Chair who will be responsible for chairing all meetings of the Grant Making Committee and for preparing and presenting the information and reports required under this Terms of Reference.

4. Terms of Office

The terms of office for all members of the Grant Making Committee shall be one year commencing on the day of appointment of the individual members.

5. Quorum

A simple majority shall constitute a quorum of the Grant Making Committee.

Approved/Reaffirmed by the CDCF Board:

Cranbrook and District Community Foundation

Community Fund Resolution

RESOLUTION TO ESTABLISH THE *Fernie Community Fund (the "Fund")*

The Cranbrook and District Community Foundation (CDCF) commits to managing the **FERNIE COMMUNITY FUND**, subject to the following conditions:

1. Any donations received for the Fund shall be accounted for and designated by the CDCF as the **FERNIE COMMUNITY FUND** (the "Fund").
2. The CDCF will issue receipts valid for income tax purposes for all charitable donations to the Fund received by it.
3. The CDCF will invest all capital contributions in accordance with its investment policy and provisions of the CDCF bylaws.
4. Contributions to the Fund may be made at any time by anyone in any form acceptable to the CDCF.
5. The CDCF will appropriately memorialize the Fund in the CDCF annual report and other publications and will identify Fund distributions to beneficiaries as coming from the CDCF and the Fund.
6. The CDCF is permitted to charge for its expenses in administering the Fund, a reasonable fee equal to that for other funds of similar nature and size.
7. The amount of income to be distributed will be determined annually in accordance with the CDCF policy relating to the long-term preservation of capital within all Funds.
8. Income from the Fund shall be disbursed by the CDCF to projects that benefit Fernie and the surrounding geographical area of Morrissey, Fernie Alpine Resort, West Fernie, Dicken Road, and Hosmer. Grant recipients shall be selected in accordance with the CDCF policy on Grants & Allocations.
9. The Board of the CDCF will enlist the support and direction of the Fernie Community Fund Committee to help advise on the development of the Fund and on granting from the Fund, in addition to other responsibilities as outlined in the Fernie Community Fund Committees Governance, Grant Making and Fund Development Terms of Reference (attached).
10. This Agreement may be amended in the future where the Board of the Foundation deems it necessary to amend any of the terms governing the Fund in order to carry out the purpose(s) of the Fund, provided that in no event shall any such amendment derogate from the following:
 - a. The capital of the Fund and any additions to the fund shall be held "permanently" by the Foundation and managed in accordance with the Financial Management Policies of the Foundation in force from time to time;
 - b. The capital and investment earnings of the Fund shall only be used to support charitable activities or qualified donees (as defined by the Income Tax Act (Canada) whose activities are within the objects of the Foundation.
11. The Fund shall be considered created on the date of this signed agreement.

The Cranbrook and District Community Foundation hereby commits to the conditions thereof.

Cranbrook and District Community Foundations

Mr. Wayne Eburne, President

Date