

DATE: October 14, 1992
TO: All Departments
FROM: City Clerk
RE: PLEASE POST FOR THE INFORMATION OF EMPLOYEES

S U M M A R Y O F D E C I S I O N S

FOR THE REGULAR MEETING OF RED DEER CITY COUNCIL
TO BE HELD IN THE COUNCIL CHAMBERS, CITY HALL,

TUESDAY, OCTOBER 13, 1992,

COMMENCING AT 4:30 P.M.

- (1) Confirmation of the Minutes of the Meeting of September 28, 1992.

DECISION - MINUTES CONFIRMED

PAGE

- (2) **UNFINISHED BUSINESS**

- (3) **PUBLIC HEARINGS**

- 1) City Clerk - Re: A) Land Use Bylaw Amendment 2672/BB-92/Redesignation
of the C/A Meats Property from I1 to Direct Control

B) Land Use Bylaw Amendment 2672/CC-92/Chiropractic
Office/Permitted Use in the Bower Plaza/Lot 22, Blk. 2,
Plan 802-2947 .. 1

- 2) City Clerk - Re: Road Closure Bylaw 3079/92/Lane between Lots 25B & 26 of Block 8/Deer Park Subdivision, S.W. 1/4 14-38-27-W.4 . . 2

(4) **REPORTS**

- 1) Bylaws & Inspections Manager - Re: Condition 6 in Resolution of July 6 Council Meeting/Deer Park Subdivision . . 4

DECISION - AGREED TO REMOVE CONDITION OF DEVELOPMENT OF REQUIRING A GEOTECHNICAL REPORT FOR FOUNDATIONS IN DEER PARK

- 2) City Solicitor - Re: C-A Meats Ltd./Road Closure Bylaw 3082/92 . . 6

DECISION - APPROVED BYLAW

- 3) City Solicitor - Re: Interpretation Bylaw 3077/92 . . 9

DECISION - APPROVED BYLAW

- 4) Fire Chief - Re: Bylaw 3081/92/To Repeal the Fireworks Bylaw 3018/90 . . 10

DECISION - APPROVED BYLAW

- 5) Transit Manager - Re: Transit Dial-A-Bus Ridership/General System Ridership . . 11

DECISION - RECEIVED AS INFORMATION

- 6) R.C.M.P. - Re: Request for Use of Bylaw Enforcement Cars by Auxiliary Constables . . 15

DECISION - APPROVED REQUEST

- 7) Public Works Manager - Re: New Communication System . . 20

DECISION - APPROVED NEW SYSTEM

- 8) Mayor's Recognition Awards Committee - Re: Annual Report . . 22

DECISION - RECEIVED AS INFORMATION

- 9) City Clerk - Re: Major Continuous Corridor - 54 Avenue Re-Alignment
Approval/Public Reserve Designation . . 24

DECISION - RECEIVED AS INFORMATION

- 10) Manager, Economic Development - Re: Offer to Purchase/Deer Park
Subdivision Phase 5B/Volk Builders . . 26

DECISION - DENIED OFFER

- 11) Recreation & Culture Manager - Re: Alberta Sports Hall of Fame &
Museum/Lease of Site/Heritage Ranch . . 31

DECISION - APPROVED LEASE

- 12) Director of Financial Services - Re: Overexpenditure for the Annexation
Application and the Shopping Centre Appeal . . 35

DECISION - APPROVED OVEREXPENDITURE

- 13) Director of Financial Services - Re: R.C.M.P. Policing
Contract/Overexpenditure . . 38

DECISION - APPROVED OVEREXPENDITURE

- 14) Economic Development Manager - Re: Sale of Part of Lot 3, Block 5, Plan
5427 R.S. to Shaw Cable Holdings Ltd./Public Parking Area . . 47

DECISION - DENIED SALE

(5) CORRESPONDENCE

- 1) Ellen J. Geddes - Re: Highland Green Estates/Moratorium/Future Multi-Family/High Density Rezoning and Development in Area . . 52

DECISION - APPROVED A NEIGHBORHOOD PLAN BEING DEVELOPED AND BROUGHT BACK TO COUNCIL

- 2) J.E. Scalzo P.C. - Re: Application for Establishment of a Dental Practise in R-3 Zoning on 48 Avenue . . 70

DECISION - APPROVED APPLICATION SUBJECT TO REZONING

- 3) Don Wales - Re: Preservation of Natural Areas Around Red Deer College . . 76

DECISION - AGREED TO SUPPORT PRESERVATION OF NATURAL AREAS

- 4) Al-Terra Engineering Ltd. - Re: Victoria in Anders Park Entrance Features/Anders East Developments Ltd./Request that City accept responsibility to maintain Entrance Features . . 91

DECISION - REQUEST DENIED

- 5) Red Deer 1994 Brier Society - Re: 1994 Canadian Curling Championships/Request for Funding . .108

DECISION - APPROVED CONSIDERATION OF REQUEST IN 1993 BUDGET

- 6) Red Deer Chamber of Commerce - Re: Awarding of Contracts/Request to Change Tendering Process . .121

DECISION - DENIED REQUEST

- 7) Jim Sandberg - Re: Request to Cancel Power Bill . .141

DECISION - DENIED REQUEST

- 8) Help-U-Sell - Re: Removal of Advertising Signs/Request to Cancel Bill#43

DECISION - DENIED REQUEST

- 9) Red Deer Visitor and Convention Bureau - Re: Cooperative Marketing Program/Contributions of \$25,000 for 3 years . .149

DECISION - APPROVED CONTRIBUTIONS

(6) **PETITIONS & DELEGATIONS**

- 1) Fred Lebedoff - Re: Request to Remove Barriers at Lane Entrance to Addinell Close . .151

DECISION - DENIED REQUEST

(7) **NOTICES OF MOTION**

(8) **WRITTEN ENQUIRIES**

(9) **BYLAWS**

- 1) 2672/BB-92 - Re: Land Use Bylaw Amendment/Redesignation of the C/A Meats Property from I1 to Direct Control - 2nd & 3rd readings . . 1

DECISION - 2ND & 3RD READINGS GIVEN

- 2) 2672/CC-92 - Re: Land Use Bylaw Amendment/Chiropractic Office/Permitted Use in the Bower Plaza/Lot 22, Blk. 2, Plan 802-2947 - 2nd & 3rd readings . . 1

DECISION - 2ND & 3RD READINGS GIVEN

- 3) 3077/92 - Re: The Interpretation Bylaw - three readings . . 9

DECISION - 3 READINGS GIVEN

- 4) 3079/92 - Re: Road Closure/Lane between Lots 25B & 26 of Block 8/Deer Park Subdivision, S.W. 1/4 14-38-27-W.4 - 2nd & 3rd reading . . 2

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- 5) 3081/92 - Re: Bylaw to Repeal the Fireworks Bylaw 3018/90 - three readings . . 10

DECISION - 3 READINGS GIVEN

- 6) 3082/92 - Re: Road Closure Bylaw/Portion of 54 Ave. - 1st reading . . 6

DECISION - 1ST READING GIVEN

- 7) 2672/DD-92 - Re: Land Use Bylaw Amendment/Dental Practice, 4619 - 48 Ave. - 1st reading

DECISION - 1ST READING GIVEN

A G E N D A

* * * * *

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- 6) 3082/92 - Re: Road Closure Bylaw/Portion of 54 Ave. - 1st reading . . 6

Committee of the Whole

- 1) Personal Matter
- 2) Land Matter
- 3) Legal Opinion
- 4) Legal Matter
- 5) Legal Matter

PUBLIC HEARINGSNO. 1

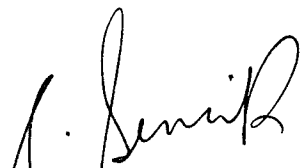
DATE: OCTOBER 1, 1992
TO: CITY COUNCIL
FROM: CITY CLERK
RE: PUBLIC HEARINGS - LAND USE BYLAW AMENDMENT 2672/BB-92
BYLAW 2672/CC-92

A public hearing has been advertised in regard to each of the above noted Land Use Bylaw Amendments, to be held in the Council Chambers of City Hall on Tuesday October 13, 1992 commencing at 7:00 p.m., or as soon thereafter as Council may determine.

Bylaw 2672/BB-92 provides for the redesignation of the C/A Meats property from I1 to Direct Control.

Bylaw 2672/CC-92 provides for a chiropractic office as a permitted use in the Bower Plaza, Lot 22, Block 2, Plan 802-2947.

With regard to Bylaw 2672/BB-92, should Council give the said Bylaw second and third reading, it will be necessary for Council to approve the use "abattoir and the retail sale of meat products as an accessory use thereto" pertaining to the site Lot 6, Block 2, Plan 4386 H.W.



C. SEVCIK
City Clerk

CS/clr

DATE: SEPTEMBER 15, 1992
TO: RED DEER REGIONAL PLANNING COMMISSION
FROM: CITY CLERK
RE: LAND USE BYLAW AMENDMENTS 2672/BB-92 and 2672/CC-92

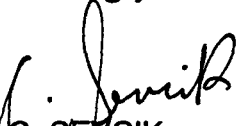
Council of the City of Red Deer, at its meeting held on Monday September 14, 1992, gave first reading to the above noted bylaws.

Bylaw 2672/BB-92 provides for the redesignation of the C A Meats property from I1 to Direct Control.

Bylaw 2672/CC-92 provides for a "Chiropractic Office" as a permitted use in the Bower Plaza, Lot 22, Block 2, Plan 802-2947.

Enclosed herewith is a copy of the aforementioned bylaws. This office will now proceed with advertising for a Public Hearing to be held on Tuesday October 13, 1992 commencing at 7:00 p.m. or as soon thereafter as Council may determine. The advertising is scheduled to appear in the Advocate on Friday September 25 and October 2, 1992.

Trusting you will find this satisfactory.


C. SEVCIK
City Clerk

CS/clr
Encls.

cc: Director of Engineering Services
Bylaws and Inspections Manager
City Assessor
E L & P Manager
Fire Chief
City Solicitor
Council & Committee Secretary (Sandra)

Note: it will be necessary
to pass a resolution
following passage of
Bylaw 2672/BB-92 approving
the "C A Meats Use" see
sample resolution attached.

"Abbaton"

**THE CITY OF RED DEER**

P. O. BOX 5008, RED DEER, ALBERTA T4N 3T4

FAX: (403) 346-6195

City Clerk's Department 342-8132

September 15, 1992

Dr. Duane D. Smethurst D.C.
4418 Gaetz Avenue
Red Deer, Alberta
T4N 3Z6

Dear Dr. Smethurst:

RE: CHIROPRACTIC OFFICE - BOWER PLAZA
LAND USE BYLAW AMENDMENT 2672/CC-92

Your letter of August 26, 1992 requesting Council to amend the Land Use Bylaw to allow for a chiropractic office in the Bower Plaza, received consideration at the Council Meeting of September 14, 1992. At the aforementioned meeting, Council gave first reading to Land Use Bylaw Amendment 2672/CC-92, a copy of which is enclosed herewith for your information.

This office will now proceed with preparation of advertising for a public hearing to be held on Tuesday October 13, 1992 commencing at 7:00 p.m., or as soon thereafter as Council may determine. The advertising is scheduled to appear in the Advocate on Friday September 25, 1992 and October 2, 1992. In accordance with the Land Use Bylaw, you are required to deposit with the City Clerk, prior to public advertising, an amount equal to the estimated cost of said advertising which in this instance is \$500.00. We will require this deposit no later than Tuesday September 22, 1992 to proceed with the advertising as scheduled above. Once the actual cost is known, you will either be invoiced for or refunded the balance.

... / 2

*a delight
to discover!*


Dr. Duane D. Smethurst D.C.

Page 2

September 15, 1992

I trust you will find this satisfactory, however, if you have any questions, please do not hesitate to contact the undersigned.

Sincerely,



C. SEVCIK
City Clerk

CS/clr

Encls.

cc: Council & Committee Secretary (Sandra)

PUBLIC HEARING

A Public Hearing was held with regard to Land Use Bylaw Amendment **2672/C-92** which pertains to the redesignation of **5301 - 43 Street, Lot 1A, Plan 5940 N.Y. (Red Deer Industrial Tower)** from **I1 to Direct Control**. As no one was present in the Council Chambers to speak for or against said amendment, Mayor McGhee declared the Public Hearing closed.

BYLAWS**BYLAW 2672/C-92**

Moved by Alderman Moffat, seconded by Alderman Pimm

SECOND READING: That Bylaw 2672/C-92 be read a second time.

(Land Use Bylaw Amendment/ Red Deer Industrial Tower/ 5301 - 43 Street/ Lot 1A, Plan 5940 N.Y./ I1 to Direct Control)

Alderman Surkan was absent from the vote.

CARRIED

THIRD READING: That Bylaw 2672/C-92 be read a third time.

Alderman Surkan was absent from the vote.

CARRIED

Consideration was given to a motion concerning the above-noted Land Use Bylaw Amendment relative to **approval of uses within the Direct Control district**.

Moved by Alderman Statnyk, seconded by Alderman Campbell,

"WHEREAS Council of The City of Red Deer approved the redesignation of 5301 - 43 Street, Lot 1A, Plan 5940 N.Y. from I1 to Direct Control by passing Bylaw Amendment 2672/C-92'

THEREFORE BE IT RESOLVED that the following uses be approved pertaining to the aforesaid site:

*Example
of Resolution
for
CA Mats*

RESOLUTION

UPON reading the report of the City Solicitor respecting claims for compensation and for damages to lands owned by C-A Meats Ltd., which claims arise out of the expropriation of a portion of such lands, namely, Lot 6, Block 2, Plan 4386 H.W., excepting thereout all mines and minerals, for the construction of road being a portion of the Major Continuous Corridor;

AND UPON REVIEWING the agreement for settlement and release annexed hereto;

BE IT RESOLVED THAT:

1. Subject to the Settlement and Release Agreement in form annexed hereto being executed by C-A Meats Ltd. and Fred Huizing and being approved by Alberta Transportation, that such agreement be approved and that transfer of land, payment of the sums provided therein, and performance of works by the City shall be made in full and final settlement of all claims of every nature and kind which the Owners may now or hereafter have against the City, its agents, officers and contractors and the Government of the Province of Alberta, pursuant to the provisions of the *Expropriation Act* and the *Municipal Government Act*, arising out of the said expropriation.

THIS SETTLEMENT AGREEMENT made this ____ day of September, 1992;

BETWEEN :

THE CITY OF RED DEER
(herein called "the City")

OF THE FIRST PART

-and-

**C-A MEATS LTD. and
FRED HUIZING**
(herein called "the Owner")

OF THE SECOND PART

WHEREAS C-A Meats Ltd. is the Owner of Lot 6, Block 2, Plan 4386 H.W.,
excepting thereout all mines and minerals (herein called "the Owner's lands");

AND WHEREAS C-A Meats Ltd. has for a number of years carried on the business
of an abattoir, and the retail sale of meat products as an accessory use thereto upon the Owner's
lands;

AND WHEREAS the City, under the provisions of the *Expropriation Act*,
expropriated the most easterly portion throughout of the Owner's lands, as shown cross-hatched
on Schedule "A" annexed hereto and comprising 938.28 square meters more or less, for the
purpose of Road Right of Way;

AND WHEREAS as a result of the expropriation, the loading ramps and storage
corrals situate upon the Owner's lands must be demolished and reconstructed in order to
accommodate the movements and unloading of cattle liners and agricultural vehicles;

AND WHEREAS as a result of the demolition of over passes and road ways adjacent
to the Owner's lands, the closure of 45th Street for a period of five months and the interruption
of traffic on streets in the vicinity of the Owner's lands, the business of the Owner carried on
upon the said lands has suffered substantial loss, and the Owner has been generally
inconvenienced;

AND WHEREAS the City and the Owner have met, and have arrived at an agreement
to settle the compensation claimed by the Owner respecting the said expropriation;

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the mutual covenants, conditions and agreements herein contained and in consideration of the payment of funds and the transfer of property by the City to the Owner as herein provided, the parties hereto agree together as follows:

1. The preambles to this agreement shall form a part hereof.
2. (1) Upon execution of this agreement by the City, the City shall:
 - a) make payment to the Owner in care of his solicitor of the sum of \$108,000.00;
and
 - b) transfer, and by way of survey plan of consolidation prepared and registered at its sole cost, cause the "City lands" shaded in yellow on the Schedule "B" annexed hereto to be consolidated with the title to the remainder of the Owner's lands (the "consolidated lands".
- (2) The funds paid under clause 2.(1) shall be released to the Owner immediately upon receipt by the City of the release referred to in clause 8.
3. The sum of \$108,000.00 paid by the City to the Owner is allocated as follows:
 - a) the sum of \$8,000.00 being the differential in value between the land area expropriated by the City and the land area of the City lands conveyed by the City to the Owner and consolidated with the remainder of the Owner's lands;
 - b) the sum of \$30,000.00 being the cost estimate of demolition and reconstruction of livestock unloading and storage corrals;
 - c) the sum of \$3,000.00 for the cost of relocating the existing sign;
 - d) the sum of \$5,000.00 for the estimated cost of constructing two Texas gates in the fencing to be constructed on the Owner's lands; and
 - e) the sum of \$62,000.00 as compensation for damages for loss of business during

the course of construction of City streets and related municipal works, anticipated future loss of business pending re-establishment of traffic flows, injurious affection and disturbance damages.

4. In addition to payment of the sum of \$108,000.00, the City shall perform the following works, namely:
 - a) construct a 6 foot high chain link fence:
 - i) from the south easterly corner of the consolidated lands in a northerly and westerly direction along the boundary of the consolidated lands to a point on that boundary identified as Point "A" on Schedule "B";
 - ii) continue the construction of the said chain link fence from Point "A" to the north wall of the Owner's building, leaving a space sufficient to accommodate a gate for truck traffic; and
 - iii) construct a 6 foot high chain link fence from Point B on Schedule "B" on the boundary of the Owner's lands to the south wall of the Owner's building leaving a space sufficient therein for the construction of a gate to accommodate truck traffic;
 - b) grade and lay a gravel base on the City lands being conveyed to the Owner under this agreement to a standard adequate to accommodate truck traffic, pave the said City lands with 75 millimeters of pavement, and blend the paving thereof with the paved parking lot lying immediately to the west of the building situate upon the Owner's lands;
 - c) immediately upon the Owner demolishing that portion of corrals situate upon that area of the Owner's lands shaded green on Schedule "C" hereto, enter upon the Owner's lands and remove the underground manure storage tank, fill and compact the excavation, grade the lands and gravel that area with 3/4 inch crushed gravel; and
 - d) in the event that the power pole situate upon the north west corner of the consolidated lands prevents the passage of semi-trucks, the City shall cause such

power pole to be relocated to a different location on the consolidated lands to eliminate such impediment.

5. The lands conveyed by the City to the Owner shall be subject to an easement for all utilities situate in that portion which formerly was part of 54th Avenue, and to accommodate the power pole which currently exist within the said City lands.
6. The Owner agrees that, when effecting construction of or modification of existing corrals, that such modification shall include metal siding, which shall screen the interior of the corrals from view from the streets adjacent to the Owner's lands.
7. The City shall make payment to the Owner of all reasonable legal and appraisal costs in accordance with the provisions of the *Expropriation Act* of Alberta.
8. Upon execution of this agreement by the City the Owner shall provide to the City a release signed by the Provincial Treasurer confirming that they have no claim against the City with respect to the mortgage registered by them against the Owner's lands at the Land Titles Office, in the City of Edmonton, in the Province of Alberta, on the 15th day of July, 1981, as No. 812-168-335;
9. The parties acknowledge that this agreement is subject to:
 - a) approval by the Municipal Council of the City;
 - b) approval by the Transportation Department of the Government of Alberta; and
 - c) reclassification of the Owner's lands to "DC3" under the City of Red Deer Land Use Bylaw No. 2672/80 and passage of a Resolution approving the operation of an abattoir and the retail sale of meat and related products as an accessory use thereto, as a permitted use upon the Owner's lands.
10. C-A Meats Ltd. and Fred Huizing, as the principal shareholder of C-A Meats Ltd., in consideration of the payment of funds hereinbefore provided, and in consideration of the conveyance of land to the Owner, and in consideration of the agreement of the City to perform the works herein specified, hereby accepts such payment and transfer of land and agreement to perform works as herein provided as full and final settlement of all

claims of every nature and kind which they may now or hereafter have against the City, its agents, officers and contractors, and the Government of the Province of Alberta, pursuant to the provisions of the *Expropriation Act*, and the *Municipal Government Act*, arising out of the expropriation of a portion of the Owner's lands for the purpose of constructing a road thereon, the demolition of and construction of roads and related municipal works thereon and near the Owner's lands, and without limiting the generality of the foregoing, which claims for compensation for land, general disturbance, injurious affection, business losses, and incidental damages have been more particularly hereinbefore referred to.

IN WITNESS WHEREOF the parties hereto have executed this Settlement Agreement effective the day and year first above written.

THE CITY OF RED DEER

Per: _____

Per: _____

C-A MEATS LTD.

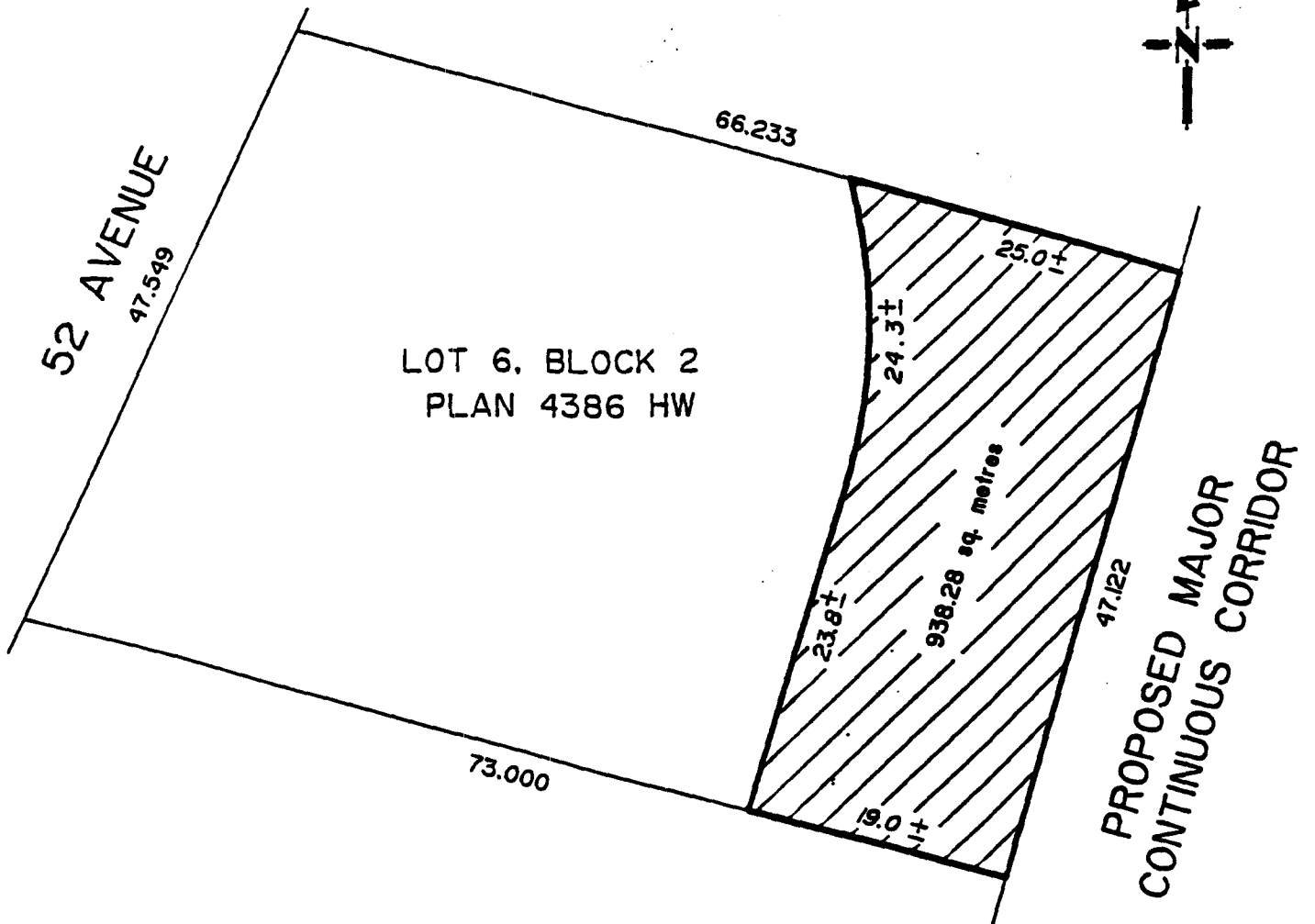
Per : _____

WITNESS

FRED HUIZING

SCHEDULE "A"

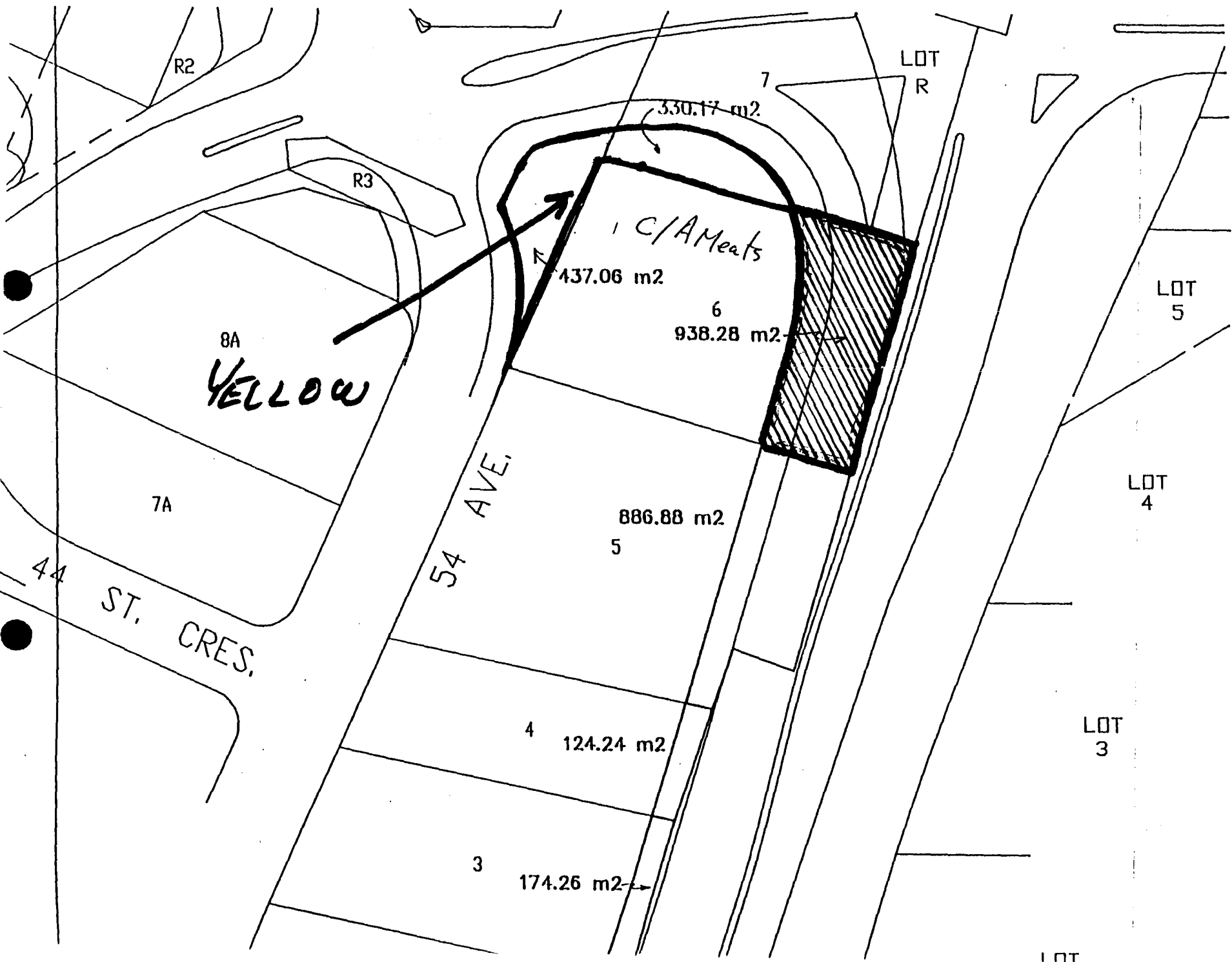
45 STREET OVERPASS



AREA REQUIRED FOR MCC ROAD -



SCHEDULE "B"



PROPOSED
PROPERTY
LINE LOCATION.

PROPOSED

PROPERTY

LINE LOCATION.

LOST AREA OF
EXISTING PENS, RUNWAY
AND UNLOADING CHUTES.

SHADES AREA. 8450

PROPOSED NEW PEN

AREA SOUTH OF EXISTING

PENS 1466 B'

DIRECTION OF LIVESTOCK TRUCKS.

LINE OF INSIDE

RIGHT REAR WHEEL.

on 65' tractor -

TRAILER UNIT.

CUSTOMER NAME

2. CODES JOE NO.

300

1

JOB NO.

PROPOSED LAYOUT OF LIVESTOCK PENS

TO ACCOMMODATE NEW CONTINUOUS COORDINOR.

DATE _____

DRAWN BY

GALE

CHECKED BY

OWD. NO.

NO.



CALMAT

PROJECT MANAGEMENT

DATE: OCTOBER 14, 1992
TO: RED DEER REGIONAL PLANNING COMMISSION
FROM: CITY CLERK
RE: LAND USE BYLAW 2672/BB-92 and 2672/CC-92

Council of The City of Red Deer on October 13, 1992 gave second and third reading to the aforementioned Land Use Bylaw Amendment, copies of which are enclosed herewith.

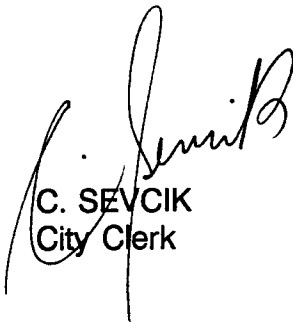
Bylaw 2672/BB-92 provides for the redesignation of the C/A Meats Property to I1 to Direct Control.

Bylaw 2672/CC-92 provides for a Chiropractic Office as a permitted use in the Bower Plaza/Lot 22, Block 2, Plan 802-2947.

I would further advise that with regard to the C/A Meats Property, Council passed the following motion approving the existing use on the site:

"RESOLVED that Council of The City of Red Deer hereby approves the use
"abattoir and the retail sale of meat products as an accessory use thereto"
for the site Lot 6, Block 2, Plan 4386 H.W."

Trusting you will find this satisfactory and that you will be sending us the revised pages for inclusion in the office consolidation copy at your earliest convenience.



C. SEVCIK
City Clerk

CS/clr

cc: Director of Engineering Services
Bylaws & Inspections Manager
City Assessor
Fire Chief
City Solicitor

**THE CITY OF RED DEER**

P. O. BOX 5008, RED DEER, ALBERTA T4N 3T4

FAX: (403) 346-6195

City Clerk's Department 342-8132

October 14, 1992

Dr. Duane D. Smethurst
4418 Gaetz Avenue
Red Deer, Alberta
T4N 3Z6

Dear Dr. Smethurst:

**RE: CHIROPRACTIC OFFICE/BOWER PLAZA - LAND USE BYLAW AMENDMENT
2672/CC-92**

Further to our letter of September 15, 1992 wherein we advised of a Public Hearing in regard to the aforementioned Land Use Bylaw Amendment, I would advise as follows.

At the Council Meeting of October 13, 1992, Land Use Bylaw Amendment 2672/CC-92 was given second and third reading by Council following the public hearing. Enclosed herewith is a copy of the aforementioned Bylaw Amendment as finally approved by Council. In order to proceed further, it will be necessary for you to submit an application to the Bylaws and Inspections Manager for receipt of all necessary approvals prior to occupancy taking place.

The decision of Council in this instance is submitted for your information and I trust you will find same satisfactory. If you have any questions, please do not hesitate to contact the undersigned.

Sincerely,



C. SEVCIK
City Clerk

CS/clr
Encls.

cc: Bylaws and Inspections Manager
Principal Planner
City Assessor


*a delight
to discover!*

DATE: OCTOBER 14, 1992
TO: CITY SOLICITOR
FROM: CITY CLERK
RE: C/A MEATS LTD. - ROAD CLOSURE BYLAW 3082/92

I would advise that Council of The City of Red Deer at its meeting held on October 13, 1992 gave first reading to Road Closure Bylaw 3082/92, a copy of which is enclosed herewith.

Bylaw 3082/92 provides for the closure of all that portion of 54th Avenue that lies immediately West of the C/A Meats site and which is not incorporated in the new road plans on the parameter of the C/A Meats lands. This office will now proceed with preparation of advertising and notification for Public Hearing to be held in accordance with requirements of the Municipal Government Act. The advertising will appear in the Advocate on Friday, October 23 and Friday, October 30 for a Public Hearing to be held on November 23, 1992.

Trusting you will find this satisfactory.



C. SEVCIK
City Clerk

CS/clr
Encls.

cc: Director of Engineering Services
 Economic Development Manager
 Land Supervisor
 Principal Planner
 Council & Committee Secretary, Sandra

BYLAW NO. 3082/92

Being a Bylaw to close a portion of road in The City of Red Deer as described herein.

NOW THEREFORE THE MUNICIPAL COUNCIL OF THE CITY OF RED DEER, IN THE PROVINCE OF ALBERTA, DULY ASSEMBLED, ENACTS AS FOLLOWS:

- 1 The following portion of roadway in The City of Red Deer is hereby closed.

"All that portion of 54 Avenue lying within Subdivision Plan
_____ containing 0.042 ha. more or less.

EXCEPTING THEREOUT ALL MINES AND MINERALS".

- 2 This Bylaw shall come into full force and effect upon the passage of third reading.

READ A FIRST TIME IN OPEN COUNCIL this 13 day of October A.D. 1992.

READ A SECOND TIME IN OPEN COUNCIL this day of A.D. 1992.

READ A THIRD TIME IN OPEN COUNCIL this day of A.D. 1992.

MAYOR

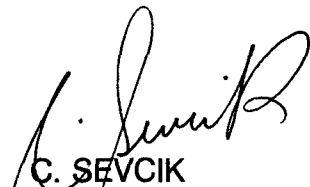
CITY CLERK

NO. 2

DATE: OCTOBER 1, 1992
TO: CITY COUNCIL
FROM: CITY CLERK
RE: ROAD CLOSURE BYLAW 3079/92

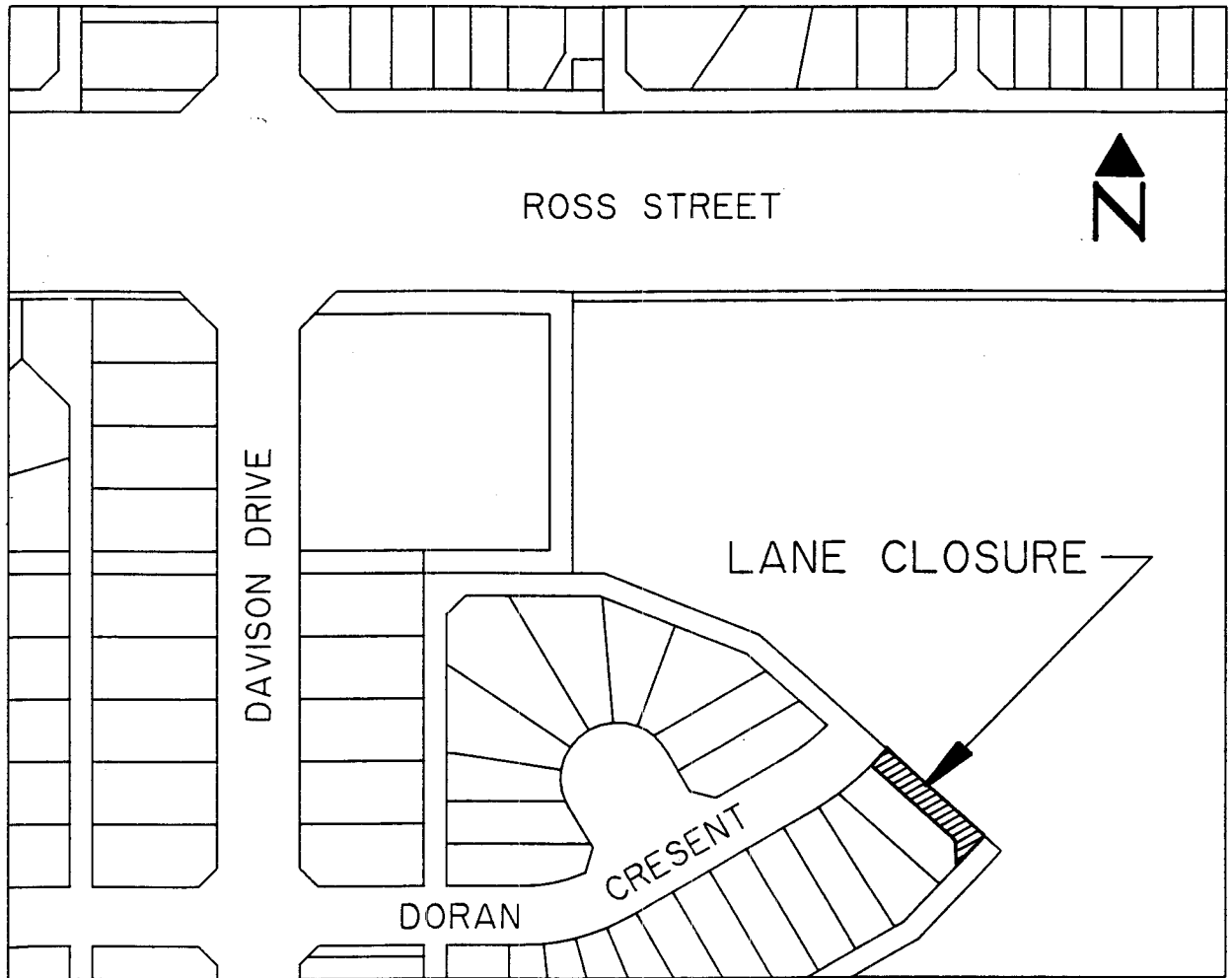
A public hearing has been advertised in regard to the above noted Road Closure Bylaw to be held in the Council Chambers of City Hall on Tuesday October 13, 1992, commencing at 7:00 p.m.

Road Closure Bylaw 3079/92 pertains to the closure of the lane located between Lots 25B & 26 of Block 8 in the Deer Park Subdivision. S.W. ¼ 14 38 27 W.4. (see plan enclosed hereafter).



C. SEVCIK
City Clerk

CS/clr
Encls.



**THE CITY OF RED DEER**

P. O. BOX 5008, RED DEER, ALBERTA T4N 3T4

FAX: (403) 346-6195

City Clerk's Department 342-8132

September 15, 1992

Reid Crowther & Partners Ltd.
#133 Riverside Plaza
4919 - 59 Street
Red Deer, Alberta
T4N 6C9

ATT: Mr. Blaine R. Newton, P. Eng.
Manager, Red Deer Region

Dear Sir:

**RE: MELCOR DEVELOPMENTS LTD.
DEERPARK ESTATES - PHASE V(A)
ROAD CLOSURE BYLAW #3079/92 (YOUR FILE: 48084-4c)**

Your letter of August 20, 1992 requesting a Road Closure Bylaw to be prepared for Council's consideration pertaining to the lane located between lots 25b & 26 of Block 8 in SW 1/4, Section 14-38-27-W4th, appeared on the Council Agenda of September 14, 1992. At the aforesaid meeting, Council gave first reading to Road Closure Bylaw 3079/92, a copy of which is enclosed herewith for your information.

This office will now proceed with preparation of advertising for Public Hearing to be held on Tuesday October 13, 1992, commencing at 7:00 p.m., or as soon thereafter as Council may determine. Advertising is scheduled to appear in the Advocate on Friday September 18 and September 25, 1992.

This is also to confirm that I have contacted Melcor Developments Ltd. by phone this date, to advise them of Council's decision and to request a deposit in the amount of \$500.00 to cover the estimated cost of advertising.

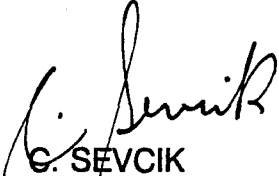
... / 2

*a delight
to discover!*

Reid Crowther & Partners Ltd.
Page 2
September 15, 1992

Trusting you will find this satisfactory, however, if you have any questions, please do not hesitate to contact the undersigned.

Sincerely,



G. SEVCIK
City Clerk

CS/clr
Encls.

cc: Director of Engineering Services
Director of Community Services
Bylaws & Inspections Manager
City Assessor
Economic Development Manager
E L & P Manager
Fire Chief
Public Works Manager
Principal Planner
Council & Committee Secretary (Sandra)

Melcor Developments (ATT: F. Lebedoff)
Snell & Oslund Surveys (ATT: G. Oslund)

DATE: OCTOBER 21, 1992

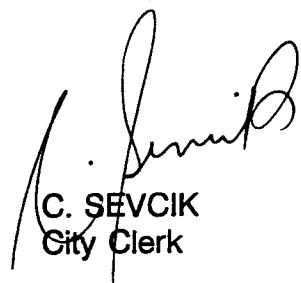
TO: ECONOMIC DEVELOPMENT MANAGER

FROM: CITY CLERK

**RE: ROAD CLOSURE BYLAW 3079/92 - MELCOR DEVELOPMENTS LTD.
DEER PARK ESTATES / PHASE 5A**

This is to advise that Council of the City of Red Deer at its meeting of October 13, 1992 gave second and third reading to the above noted Road Closure Bylaw. Bylaw 3079/92 pertains to the closure of the lane located between Lots 25B and 26 of Block 8, in the S.W. ¼ 14-28-37-W.4 (Melcor Deer Park Estates Phase 5A). In this regard, I am enclosing herewith a certified copy of the Bylaw as finally passed by Council for registration at Land Titles.

Trusting you will find this satisfactory and that you will take appropriate action.



C. SEVCIK
City Clerk

CS/clr
Encls.

cc: Director of Engineering Services
Land Supervisor
City Assessor
E L & P Manager
Public Works Manager
Melcor Developments
Att: Mr. Fred Lebedoff
Snell & Oslund Surveys
Att: Mr. G. Oslund

REPORTSNO. 1

DATE: October 5, 1992

FILE NO. 92-1610

TO: City Clerk

FROM: Bylaws and Inspections Manager

RE: **BUILDING INSPECTIONS - DEER PARK-KENTWOOD**

Could you place the following before City Council for their consideration?

During the July 6, 1992 meeting of City Council, the following resolution was approved:

"Resolved that Council of The City of Red Deer, having considered report from the Economic Development Manager dated June 30, 1992 re: Lot Pricing - Deer Park Phases 4B, 4C and 5A/Kentwood Phase 4B, hereby agrees as follows:

1. That the basic price of a Deer Park Phase 4B, 4C and 5A - 6,160 square foot lot be established at \$7.00 per square foot with all other lot sizes (smaller and larger than 6,160 square feet) being adjusted by market indicators;
2. That the basis price of a Kentwood Phase 4B, 6,084 square foot lot, to be established at \$6.51 per square foot with all other lot sizes (smaller or larger than 6,084 square feet) being adjusted by market indicators;
3. That all present policies to apply (i.e. residency, issuing of building permits, land transfers, licensed contractors);
4. That the lot draw is to be as described in the report from the Land Supervisor dated June 29, 1992 concerning this topic and as submitted to Council July 6, 1992;
5. The development of day care sites and group home sites in City Deer Park, Phase 5A and Kentwood, Phase 4B, to be as semi-detached if lots are not sold as daycare or group home sites;
6. That all foundations must be designed and inspected by a geotechnical engineer;

and as recommended to Council July 6, 1992."

BUILDING REQUIREMENTS - DEER PARK/KENTWOOD

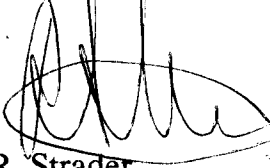
October 5, 1992

Page 2

It has been brought to our attention that condition 6 should not apply to the Deer Park subdivision.

Recommendation: That the resolution be amended to exclude the Deer Park subdivision.

Yours truly,

A handwritten signature in black ink, appearing to be 'R. Strader', written over a horizontal line.

R. Strader
Bylaws and Inspections Manager
BUILDING INSPECTION DEPARTMENT

RS/vs

Commissioners' Comments

We would concur with the recommendations of the Bylaws & Inspections Manager.

"R.J. MCGHEE"
Mayor

"M.C. DAY"
City Commissioner

DATE: OCTOBER 14, 1992
TO: BYLAWS AND INSPECTIONS MANAGER
FROM: CITY CLERK
RE: BUILDING INSPECTIONS/DEER PARK - KENTWOOD

Your report dated October 5, 1992 pertaining to the above topic was considered at the Council Meeting of October 13 at which meeting Council passed the following motion in accordance with your recommendations:

"RESOLVED that Council of The City of Red Deer hereby agrees that the July 6, 1992 resolution pertaining to lot pricing - Deer Park Phases 4B, 4C and 5A/Kentwood Phase 4B, be amended by striking out condition 6 and by substituting therefore the following new condition: "That all foundations for Kentwood Phase 4B must be designed and inspected by an engineer" and as recommended to Council October 13, 1992."

The decision of Council in this instance is submitted for your information and I trust you will find same satisfactory.



C. SEVCIK
City Clerk

CS/clr

cc: Director of Engineering Services
City Assessor
Fire Chief
Principal Planner

CHAPMAN RIEBEEK SIMPSON CHAPMAN WANLESS

Barristers & Solicitors

THOMAS H. CHAPMAN, Q.C.*
NICK P. W. RIEBEEK*
DONALD J. SIMPSON
T. KENT CHAPMAN*
GARY W. WANLESS*
LORNE E. GODDARD
GERI M. CHRISTMAN

208 Professional Building
4808 Ross Street
Red Deer, Alberta T4N 1X5
TELEPHONE(403)346-6603
TELECOPIER (403) 340-1280

* Denotes Professional Corporation

Your file:
Our file: 15459 THC

September 29, 1992

City of Red Deer
P.O. Box 5008
Red Deer, Alberta
T4N 3T4

**ATTENTION: Charles Sevcik,
City Clerk**

Dear Sir:

RE: C-A Meats Ltd.

Further to Council's action in approving the settlement agreement with C-A Meats Ltd., it will be necessary for Council to pass a bylaw to close all that portion of 54th Avenue which lies immediately west of the C-A Meats site, and which is not incorporated in the new road plans on the parameter of the C-A Meats lands.

I would be obliged if you would bring forward a bylaw to Council at its next meeting for its consideration.

Yours truly,



THOMAS H. CHAPMAN, Q.C.
THC/vjh

Commissioners' Comments

We would recommend Council give first reading to the draft Road Closure Bylaw following which said bylaw will be advertised with notification given to property owners in accordance with the Municipal Government Act.

"R.J. MCGHEE", Mayor
"M.C. DAY", City Commissioner

DATE: October 7, 1992
TO: City Clerk
FROM: Economic Development Manager
RE: **LOT 6, BLOCK 2, PLAN 4386 H.W.
C.A. MEATS AND CITY OF RED DEER**

With reference to City Council's recent settlement agreement with C.A. Meats Ltd., it is necessary for that portion of the 54 Avenue Right-of-Way shown (cross-hatched) on the attached sketch to be closed in accordance with the Municipal Government Act.

In accordance with the recent settlement, this portion of 54 Avenue is to be consolidated with C.A. Meats' Lots 6 by a legal plan of survey.

RECOMMENDATION

We submit for City Council's consideration the following land description for the disposition of that portion of 54 Avenue to be closed and consolidated with Lot 6.

Description:

All that portion of 54 Avenue lying within Subdivision Plan _____
containing 0.042 ha. more or less.

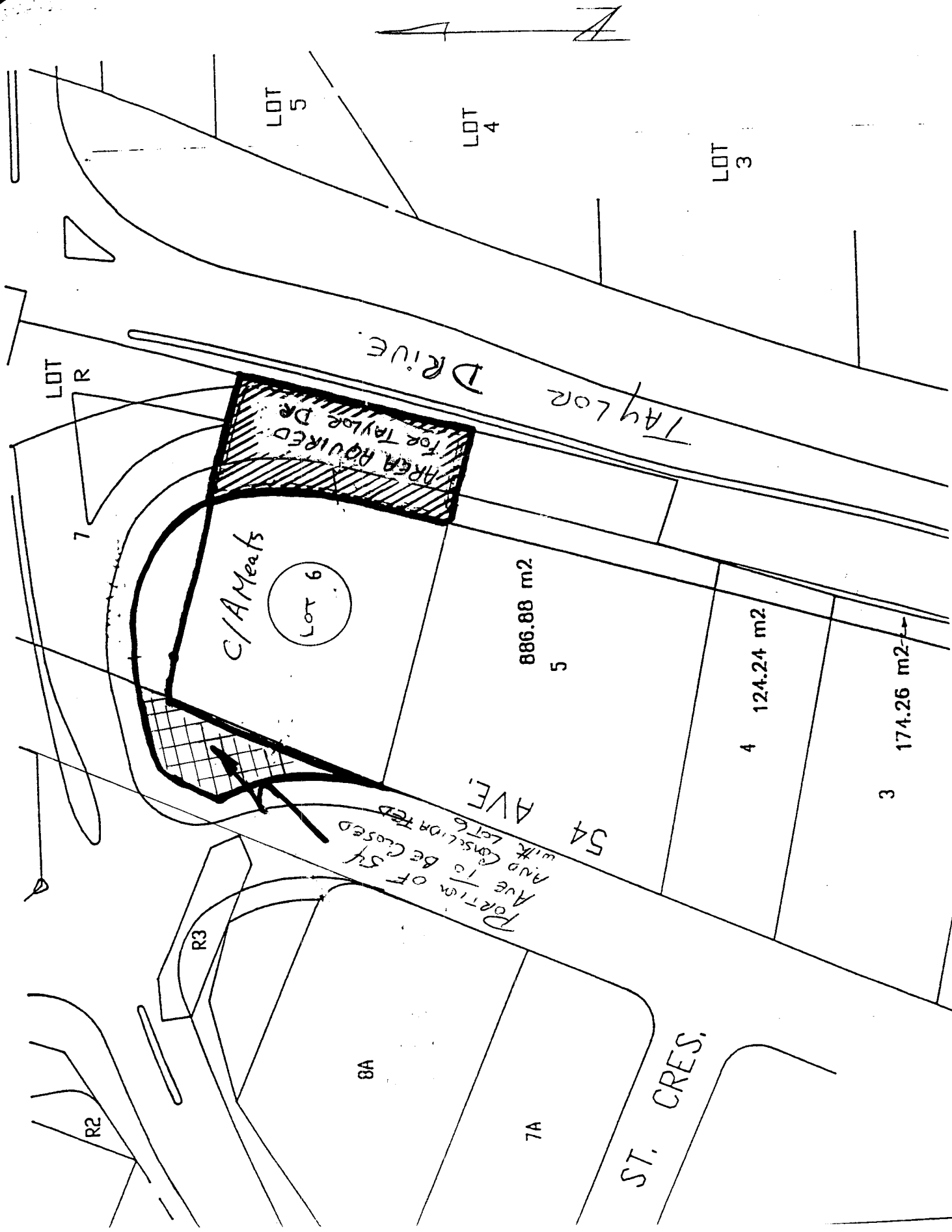


Alan V. Scott

WFL/mm

c: Bill Lees, Land Supervisor

SCHEDULE "B"



NO. 3

CHAPMAN RIEBEEK SIMPSON CHAPMAN WANLESS

Barristers & Solicitors

THOMAS H. CHAPMAN, Q.C.*
 NICK P. W. RIEBEEK*
 DONALD J. SIMPSON
 T. KENT CHAPMAN*
 GARY W. WANLESS*
 LORNE E. GODDARD
 GERI M. CHRISTMAN

208 Professional Building
 4808 Ross Street
 Red Deer, Alberta T4N 1X5
TELEPHONE (403) 346-6603
TELECOPIER (403) 340-1280

* Denotes Professional Corporation

Your file:

Our file: 18,404 THC

July 28, 1992

City of Red Deer
 P.O. Box 5008
 Red Deer, Alberta
 T4N 3T4

**ATTENTION: Charles Sevcik,
 City Clerk**

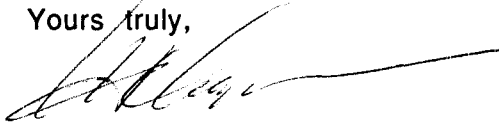
Dear Sir:

RE: Interpretation Bylaw

At a seminar with respect to the drafting and interpretation of bylaws some time ago, it was recommended that Municipalities put in place an Interpretation Bylaw to ensure that the definitions in words used in all City Bylaws would be treated in the same manner and, accordingly, that some of the repetition in City Bylaws contained in the definition and interpretation sections could be eliminated.

Accordingly, I have prepared an Interpretation Bylaw which follows the rules of interpretation of the *Interpretation Act* of Alberta (which applied to Alberta Statutes, but not Alberta Bylaws) and I would appreciate you reviewing the same and see whether you have any further suggestions as to any additional contents or amendments which you would recommend.

Yours truly,



THOMAS H. CHAPMAN, Q.C.
 THC/vjh
 Enclosure

Commissioners' Comments

We concur with the recommendations of the City Solicitor and believe that the passage of this bylaw will simplify matters.

"R.J. MCGHEE", Mayor

"M.C. DAY", City Commissioner

CHAPMAN RIEBEEK SIMPSON CHAPMAN WANLESS

Barristers & Solicitors

THOMAS H. CHAPMAN, Q.C.*
NICK P. W. RIEBEEK*
DONALD J. SIMPSON
T. KENT CHAPMAN*
GARY W. WANLESS*
LORNE E. GODDARD
GERI M. CHRISTMAN

208 Professional Building
4808 Ross Street
Red Deer, Alberta T4N 1X5
TELEPHONE (403) 346-6603
TELECOPIER (403) 340-1280

* Denotes Professional Corporation

Your file:
Our file: 18,404 THC

September 24, 1992

City of Red Deer
P.O. Box 5008
Red Deer, Alberta
T4N 3T4

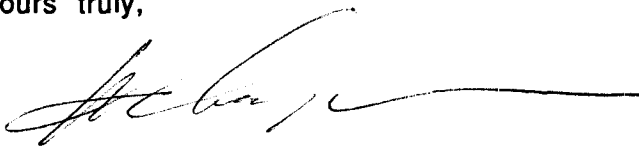
ATTENTION: Charles Sevcik,
City Clerk

Dear Sir:

RE: Interpretation Bylaw

We have now incorporated the final batch of amendments into the Interpretation Bylaw and I believe it is in form satisfactory for Council to consider.

Yours truly,



THOMAS H. CHAPMAN, Q.C.
THC/vjh
Enclosure

DATE: SEPTEMBER 22, 1992

TO: CITY SOLICITOR

FROM: CITY CLERK

RE: DRAFT INTERPRETATION BYLAW 3077/92

I am enclosing herewith additional comments received from the Red Deer Regional Planning Commission and the Personnel Manager, regarding the proposed Draft Bylaw attached hereto.

Before submitting this Bylaw to Council, would you please take into consideration the comments attached and make whatever changes are deemed appropriate.


CHARLIE SEVCIK
City Clerk

CS/clr
Attchs.

MEMORANDUM

DATE: September 10, 1992
TO: Charles Sevcik, City Clerk
FROM: Grant Howell, Personnel Manager
RE: Bylaw Number 3077/92

I have reviewed the bylaw from Personnel's perspective and suggest three changes, all relating to timing.

- 1) Page 5, under "Calculation of Time" article 16 (I)
 - add or Sunday after Saturday to read "If in a bylaw the time limited for the doing of a thing expires or falls on a holiday or on any Saturday or Sunday, the thing may be done on the next working day".
- 2) Page 8 under "Definitions" article 18 (P) (i)
 - remove (i) every Sunday to read (P) "Holiday" includes: (i) New Years Day, Alberta Family Day, etc.
- 3) Page 10, under "Definitions" article 18 (Z)
 - add or Sunday after Saturday to read "Working Day" means any day of the week other than a holiday or a Saturday or Sunday.

The reason these changes are necessary is that our Collective Agreements, while not contemplating Sundays as Holidays, have a provision granting them "... all holidays proclaimed or adopted by The City of Red Deer".

By calling Sundays holidays in the bylaw, we expose ourselves to at least confusion and perhaps additional costs for overtime for those working in continuous operations.

The other wording with respect to the timing of celebrating holidays falling on Saturday and Sunday appears to be consistent with our Collective Agreements.



GH/smd



**RED DEER
REGIONAL PLANNING COMMISSION**

2830 BREMNER AVENUE, RED DEER,
ALBERTA, CANADA T4R 1M9

DIRECTOR: W. G. A. Shaw, ACP, MCIP

Telephone: (403) 343-3394
Fax: (403) 346-1570

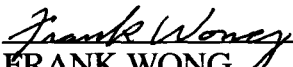
1952 - 1992

**CELEBRATING
40 YEARS
PLANNING SERVICE**

TO: Charles Sevcik, City Clerk
FROM: Frank Wong, Planning Assistant
DATE: September 16, 1992
RE: Interpretation Bylaw

In regards to the above Bylaw, our comments and suggestions are as follows:

- Director of the Red Deer Regional Planning Commission should be added to the list of definitions;
- Saturdays should be included with the list of holidays because City Hall is not open for business on Saturdays;
- (iii of the list of holidays) the birthday or the day fixed by proclamation for the celebration of the birthday of the reigning sovereign, may not be a holiday;
- City Solicitor should be added to the list of definitions.


FRANK WONG
PLANNING ASSISTANT

FW/pim

MUNICIPALITIES WITHIN COMMISSION AREA

CITY OF RED DEER • MUNICIPAL DISTRICT OF CLEARWATER No. 99 • COUNTY OF STETTLE No. 6 • COUNTY OF LACOMBE No. 14 • COUNTY OF MOUNTAIN VIEW No. 17 • COUNTY OF PAINTWATER No. 18 • COUNTY OF RED DEER No. 23 • TOWN OF BLACKFALDS • TOWN OF BOWDEN • TOWN OF CARSTAIRS • TOWN OF CASTOR • TOWN OF CORONATION • TOWN OF DIDSBURY • TOWN OF ECKVILLE • TOWN OF INNISFAIL • TOWN OF LACOMBE • TOWN OF OLDS • TOWN OF PENHOLD • TOWN OF ROCKY MOUNTAIN HOUSE • TOWN OF STETTLE • TOWN OF SUNDRE • TOWN OF SYLVAN LAKE • VILLAGE OF ALIX • VILLAGE OF BENTLEY • VILLAGE OF BIG VALLEY • VILLAGE OF BOTHA • VILLAGE OF CAROLINE • VILLAGE OF CLIVE • VILLAGE OF CREMONA • VILLAGE OF DELBURNE • VILLAGE OF DONALDA • VILLAGE OF ELMORA • VILLAGE OF GADSBY • VILLAGE OF HALKIRK • VILLAGE OF MIRROR • SUMMER VILLAGE OF BIRCHCLIFF • SUMMER VILLAGE OF GULL LAKE • SUMMER VILLAGE OF HALF MOON BAY • SUMMER VILLAGE OF JARVIS BAY • SUMMER VILLAGE OF NORGLINWOLD • SUMMER VILLAGE OF ROCHON SANDS • SUMMER VILLAGE OF SUNBREAKER COVE • SUMMER VILLAGE OF WHITE SANDS • SUMMER VILLAGE OF BURNSTICK LAKE

CHAPMAN RIEBEEK SIMPSON CHAPMAN WANLESS

Barristers & Solicitors

THOMAS H. CHAPMAN, Q.C.*
NICK P. W. RIEBEEK*
DONALD J. SIMPSON
T. KENT CHAPMAN*
GARY W. WANLESS*
LORNE E. GODDARD
GERI M. CHRISTMAN

208 Professional Building
4808 Ross Street
Red Deer, Alberta T4N 1X5
TELEPHONE (403) 346-6603
TELECOPIER (403) 340-1280

* Denotes Professional Corporation

Your file:
Our file: 18,404 THC

August 31, 1992

City of Red Deer
P.O. Box 5008
Red Deer, Alberta
T4N 3T4

**ATTENTION: Charles Sevcik,
City Clerk**

Dear Sir:

RE: Interpretation Bylaw

Thank you for the various comments from members of the Administration respecting the proposed Interpretation Bylaw.

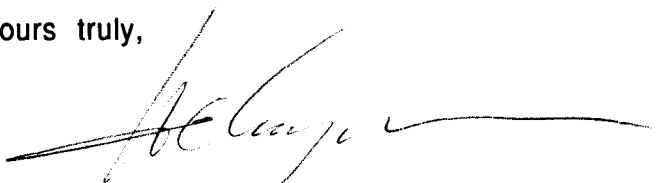
I have now revised the Bylaw in accordance with those comments and would request that the same be presented to Council for passage in due course.

With respect to clause 12(2), the words "at the end of the day would mean midnight on that day.

No amendment is required to clause 4, since the Bylaw would come into force upon third reading, or upon the date specified in the Bylaw. Clause 4 simply provides that it comes into force at the beginning of the prescribed date.

Further amendment to clause 18(p)(iv) is not required.

Yours truly,



THOMAS H. CHAPMAN, Q.C.
THC/vjh
Enclosure

Commissioners' Comments

We would concur with the recommendations of the City Solicitor and believe that the passage of this bylaw will simplify matters.

"R.J. MCGHEE", Mayor
"M.C. DAY", City Commissioner

BY-LAW NO.3077/92

Being a by-law of the City of Red Deer respecting the interpretation of Bylaws.

WHEREAS it is desirable to ensure uniformity in the Interpretation of City Bylaws;

NOW THEREFORE, THE MUNICIPAL COUNCIL OF THE CITY OF RED DEER, IN THE PROVINCE OF ALBERTA, DULY ASSEMBLED, ENACTS AS FOLLOWS:

SHORT TITLE

1 This Bylaw may be cited as the "The Interpretation Bylaw".

PURPOSE

2 The purpose of this Bylaw is:

- (a) to state principles and rules for the interpretation of bylaws;
- (b) to shorten bylaws by avoiding the need for repetition; and
- (c) to promote consistency in the language and form of bylaws.

APPLICATION

3 This Bylaw applies to the interpretation of every Bylaw of the City.

4 A bylaw has effect immediately at the beginning of the day on which it comes into force.

5 A bylaw shall be construed as being in continuous force and shall be applied to circumstances as they arise.

6 A bylaw shall be construed as being remedial, and shall be given the fair, large and liberal construction and interpretation that best ensures the attainment of

its objects.

7 (1) The preamble of a bylaw is part of the bylaw intended to assist in explaining the bylaw.

(2) In a bylaw:

(a) tables of contents;

(b) marginal notes; and

(c) statutory citations after the end of a section or schedule;

are not part of the bylaw, but are inserted for convenience of reference only.

8 Definitions and other interpretation provisions in a bylaw:

(a) are applicable to the whole bylaw, including the section containing the definitions or interpretations provisions, except to the extent that a contrary intention appears in the bylaw; and

(b) apply to regulations, orders or notices made under the bylaw except to the extent that a contrary intention appears in the bylaw or in the order or notice.

9 In a bylaw a citation of or reference to another bylaw of the City or to a statute or regulation of the Province, or of Canada, is a citation of or reference to such enactments as amended, whether amended before or after the commencement of the bylaw, statute or regulation in which the citation or reference occurs.

10 (1) A reference in a bylaw to a series of numbers or letters by the first and last numbers or letters of the series shall be construed as including the number or letter first mentioned and the number or letter last mentioned.

- (2) A reference in a bylaw to a part, division, section, schedule, appendix or form shall be construed as a reference to a part, division, section, schedule, appendix or form of the bylaw in which the reference occurs.
- (3) A reference in a bylaw to a subsection, clause, subclause, paragraph or subparagraph shall be construed as a reference to a subsection, clause, subclause, paragraph or subparagraph of the section, subsection, clause, subclause or paragraph, as the case may be, in which the reference occurs.
- (4) A reference in a bylaw to regulations shall be construed as a reference to regulations made under the bylaw in which the reference occurs.

1 1 When a form is prescribed by or under a bylaw, deviations from it not affecting the substance and not calculated to mislead do not invalidate the form used.

AMENDMENTS AND REPEAL

1 2 (1) A bylaw that is repealed and replaced ceases to have effect at the time the new bylaw commences.

(2) A bylaw that is expressed to expire or otherwise cease to have effect on a particular day shall be construed as ceasing to have effect at the end of that day.

1 3 An amending bylaw shall be construed as part of the bylaw that it amends.

1 4 (1) When a bylaw is repealed in whole or in part, the repeal does not:

(a) revive a previous bylaw, or thing not in force or existing immediately before the time when the repeal takes effect;

(b) affect the previous operation of the bylaw so repealed or anything done or suffered under it;

(c) affect any right, privilege, obligation or liability acquired, accrued,

accruing or incurred under the bylaw so repealed;

- (d) affect any offence committed against or a contravention of the bylaw so repealed, or any penalty, forfeiture or punishment incurred in respect of or under the bylaw so repealed; or
- (e) affect any investigation, proceeding or remedy in respect of the right, privilege, obligation, liability, penalty, forfeiture or punishment.

- (2) An investigation, proceeding or remedy described in section 14(1)(e) may be instituted, constituted or enforced and the penalty, forfeiture or punishment imposed as if the bylaw had not been repealed.

- 15 (1) If a bylaw is repealed and a new bylaw is substituted for it:

- (a) every person acting under the repealed bylaw shall continue to act as if appointed or elected under the new bylaw until he is reappointed or another is appointed or elected in his place;
- (b) every proceeding commenced under the repealed bylaw shall be continued under and in conformity with the new bylaw so far as may be consistent with the new bylaw;
- (c) the procedure established by the new bylaw shall be followed as far as it can be adapted:
 - (i) in the recovery or enforcement of penalties and forfeitures incurred under the repealed bylaw;
 - (ii) in the enforcement of rights existing or accruing under the repealed bylaw; and
 - (iii) in a proceeding in relation to matters that have happened before the repeal;

- (d) then, if any penalty, forfeiture or punishment is reduced or mitigated by the new bylaw, the penalty, forfeiture or punishment, if imposed or adjudged after the repeal, shall be reduced or mitigated accordingly;
- (e) any reference in an unrepealed bylaw to the repealed bylaw shall, with respect to a subsequent transaction, matter or thing, be construed as a reference to the provisions of the new bylaw relating to the same subject matter as the repealed bylaw.

CALCULATION OF TIME

- 16
- (1) If in a bylaw the time limited for the doing of a thing expires or falls on a holiday or any Saturday, the thing may be done on the next working day.
 - (2) If in a bylaw the time limited for registration or filing of an instrument, or for the doing of anything, expires or falls on a day which is not a working day, the instrument or thing may be registered, filed or done on the day next following which is a working day.
 - (3) If a bylaw contains a reference to a number of days expressed to be "clear days" or to "at least" or "not less than" a number of days between 2 events, in calculating the number of days, the days on which the events happen shall be excluded.
 - (4) If a bylaw contains a reference to a number of days not expressed to be "clear days" or "at least" or "not less than" a number of days between 2 events, in calculating the number of days, the day on which the first event happens shall be excluded and the day on which the second event happens shall be included.
 - (5) If in a bylaw a time is expressed to begin or end at, on or within a specified day or to continue to or until a specified day, the time includes that day.
 - (6) If in a bylaw a time is expressed to begin after or to be from a specified day, the

time does not include that day.

- (7) If a bylaw provides that anything to be done within a time after, from, of or before a specified day, the time does not include that day.
- (8) If a bylaw contains a reference to a period of time consisting of a number of months after or before a specified day, the number of months shall be counted from, but not so as to include, the month in which the specified day falls, and the period shall be reckoned as being limited by and including:
 - (a) the day immediately after or before the specified day, according as the period follows or precedes the specified day; and
 - (b) the day in the last month so counted having the same calendar number as the specified day, but if that last month has no day with the same calendar number, then the last day of that month.
- (9) For the purpose of construing a reference in a bylaw to a specified age expressed as a number of years, a person shall be deemed to have attained the specified age at the beginning of the relevant anniversary of the day of his birth.

SERVICE OF DOCUMENTS OR NOTICES

- 17 (1) Unless otherwise specifically provided in a Bylaw, if a bylaw authorizes or requires a document to be sent, given or served by mail and the document is properly addressed and sent by prepaid mail other than double registered or certified mail, then unless the contrary is proven, the service shall be presumed to be effected:
 - (a) 7 days from the date of mailing if the document is mailed in Alberta to an address in Alberta; or
 - (b) subject to clause 17(1)(a), 14 days from the date of mailing if the document is mailed in Canada to an address in Canada.

(2) Subsection (1) does not apply if:

- (a) the document is returned to the sender other than by the addressee; or
- (b) the document was not received by the addressee, the proof of which lies with the addressee.

DEFINITIONS

1 8 In a bylaw:

- (a) "Adult" means a person 18 years of age or older;
- (b) "Assessor" means the person appointed by Council to direct, manage and administer the Assessment and Taxation Department of the City;
- (c) "Bylaws and Inspection Manager" means the person appointed by Council to direct, manage and administer the Bylaws Enforcement and Inspection Department of the City;
- (d) "Bylaw Officer" means a person appointed as a Bylaw Enforcement Officer under the Bylaws Officer Enforcement bylaw;
- (e) "Chief of Police" means the Officer commanding or the Officer in charge, from time to time, of the City Detachment of the R.C.M.P.
- (f) "City" means the Corporation of The City of Red Deer, in the Province of Alberta, and where appropriate shall mean and include all lands within its boundaries;
- (g) "City Clerk" means the City Clerk of the City and, in his absence, the Assistant City Clerk;

- (h) "Commencement" when used with reference to a bylaw, means the time at which that bylaw comes into force;
- (i) "Commissioner" means the Mayor, and/or the City Commissioner appointed by Council;
- (j) "Council" means the Council of the City elected under the provisions of the Local Authorities Act;
- (k) "Development Officer" means a person appointed as a Development Officer pursuant to the Land Use Bylaw;
- (l) "Director of Community Services" means a person appointed by Council to direct, manage and administer the City Division of Community Services;
- (m) "Director of Finance" or "City Treasurer" means a person appointed by Council to direct, manage and administer the City Division of Financial Services;
- (n) "Director of Engineering Services" or "City Engineer" means a person appointed by Council to direct, manage or administer the City Division of Engineering Services;
- (o) "Fire Chief" means a person appointed to direct, manage and administer the City fire department;
- (p) "Holiday" includes:
 - (i) every Sunday;
 - (ii) New Year's Day, Alberta Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Labour Day, Remembrance Day and Christmas Day;
 - (iii) December 26, or when that date falls on a Sunday or a Monday, then December 27;

- (i v) any day appointed by proclamation of the Governor General in Council or by proclamation of the Lieutenant Governor in Council for a public holiday;
- (v) the first Monday in August, or any other day declared by the Council as a civic holiday;
- (q) "License Inspector" or "License Officer" means the Inspector of licenses for the City or any member of the Bylaw Inspection Department;
- (r) "Month" means calendar month;
- (s) "Minor" means a person under the age of 18 years;
- (t) "Offence" means an offence punishable on summary conviction;
- (u) "Offence Ticket" or "Violation Ticket" or "Tag" means written notice of a breach of any provision of any Bylaw in respect of which a specified penalty may be paid to the City in lieu of the accused person appearing in the Provincial Court of Alberta to answer to a Summons issued under the Provincial Offences Procedure Act.
- (v) "Peace Officer" means a member of the City Detachment of the R.C.M.P.;
- (w) "Person" includes a corporation, and the heirs, executors, administrators or other legal representatives of a person;
- (x) "Province" means the Province of Alberta;
- (y) "R.C.M.P." means the Royal Canadian Mounted Police;
- (y) "Writing or "Written" or any similar term includes words represented or reproduced by any mode of representing or reproducing words in visible form;

- 19 (1) In a bylaw:

- (2) When a word or expression is defined in a bylaw, other parts of speech and grammatical forms of the same word or expression have corresponding meanings.

20 This Bylaw shall come into full force and effect upon the passage of third reading.

READ A FIRST TIME IN OPEN COUNCIL this day of , A.D. 19 .

READ A SECOND TIME IN OPEN COUNCIL this day of , A.D. 19 .

READ A THIRD TIME IN OPEN COUNCIL this day of , A.D. 19 .

CITY CLERK

CHARLES SEVCIK

THOMAS H. CHAPMAN

CITY HALL

SEPTEMBER 4, 1992

BYLAW NO. 3067/92

INTERPRETATION BYLAW

As requested, I enclose amended Bylaw No. 3067/92 and page 7 of the
Interpretation Bylaw.

/vjh

*Grant to call
me re:
18(p)(iv)*

DATE: July 30, 1992

TO: City Commissioners
Directors
Department Heads
Principal Planner

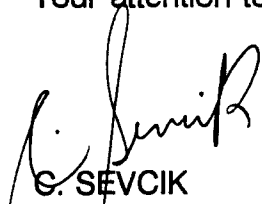
FROM: City Clerk

RE: INTERPRETATION BYLAW

Enclosed herewith please find correspondence dated July 28, 1992 from the City Solicitor including a draft copy of "The Interpretation Bylaw".

May we please have your comments concerning said Bylaw by no later than Friday August 14, 1992. Upon receipt of all comments received August 14, 1992 we will forward same to the City Solicitor for his review and consideration.

Your attention to this matter is appreciated.


G. SEVCIK
City Clerk
CS/dls

From: Pat Show

Section 18 (F) capitalize The before the words City of Red Deer.

Section 18(V) seems to be a confusing definition.

CHAPMAN RIEBEEK SIMPSON CHAPMAN WANLESS

Barristers & Solicitors

THOMAS H. CHAPMAN, Q.C.*
NICK P. W. RIEBEEK*
DONALD J. SIMPSON
T. KENT CHAPMAN*
GARY W. WANLESS*
LORNE E. GODDARD
GERI M. CHRISTMAN

208 Professional Building
4808 Ross Street
Red Deer, Alberta T4N 1X5
TELEPHONE (403) 346-6603
TELECOPIER (403) 340-1280

* Denotes Professional Corporation

Your file:

Our file: 18,404 THC

July 28, 1992

City of Red Deer
P.O. Box 5008
Red Deer, Alberta
T4N 3T4

**ATTENTION: Charles Sevcik,
City Clerk**

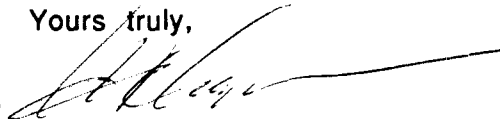
Dear Sir:

RE: Interpretation Bylaw

At a seminar with respect to the drafting and interpretation of bylaws some time ago, it was recommended that Municipalities put in place an Interpretation Bylaw to ensure that the definitions in words used in all City Bylaws would be treated in the same manner and, accordingly, that some of the repetition in City Bylaws contained in the definition and interpretation sections could be eliminated.

Accordingly, I have prepared an Interpretation Bylaw which follows the rules of interpretation of the *Interpretation Act* of Alberta (which applied to Alberta Statutes, but not Alberta Bylaws) and I would appreciate you reviewing the same and see whether you have any further suggestions as to any additional contents or amendments which you would recommend.

Yours truly,



THOMAS H. CHAPMAN, Q.C.
THC/vjh
Enclosure

BY-LAW NO.3077/92

Being a by-law of the City of Red Deer respecting the interpretation of Bylaws.

WHEREAS it is desirable to ensure uniformity in the Interpretation of City Bylaws;

NOW THEREFORE, THE MUNICIPAL COUNCIL OF THE CITY OF RED DEER, IN THE PROVINCE OF ALBERTA, DULY ASSEMBLED, ENACTS AS FOLLOWS:

SHORT TITLE

1 This Bylaw may be cited as the "The Interpretation Bylaw".

PURPOSE

2 The purpose of this Bylaw is:

- (a) to state principles and rules for the interpretation of bylaws;
- (b) to shorten bylaws by avoiding the need for repetition; and
- (c) to promote consistency in the language and form of bylaws.

APPLICATION

3 This Bylaw applies to the interpretation of every Bylaw of the City.

4 A bylaw has effect immediately at the beginning of the day on which it comes into force.

5 A bylaw shall be construed as always speaking and shall be applied to circumstances as they arise.

6 A bylaw shall be construed as being remedial, and shall be given the fair, large and liberal construction and interpretation that best ensures the attainment of

its objects.

7 (1) The preamble of a bylaw is part of the bylaw intended to assist in explaining the bylaw.

(2) In a bylaw:

(a) tables of contents;

(b) marginal notes; and

(c) statutory citations after the end of a section or schedule;

are not part of the bylaw, but are inserted for convenience of reference only.

8 Definitions and other interpretation provisions in a bylaw:

(a) are applicable to the whole bylaw, including the section containing the definitions or interpretations provisions, except to the extent that a contrary intention appears in the bylaw; and

(b) apply to regulations, orders or notices made under the bylaw except to the extent that a contrary intention appears in the bylaw or in the order or notice.

9 In a bylaw a citation of or reference to another bylaw of the City or to a statute or regulation of the Province, or of Canada, is a citation of or reference to such enactments as amended, whether amended before or after the commencement of the bylaw, statute or regulation in which the citation or reference occurs.

10 (1) A reference in a bylaw to a series of numbers or letters by the first and last numbers or letters of the series shall be construed as including the number or letter first mentioned and the number or letter last mentioned.

- (2) A reference in a bylaw to a part, division, section, schedule, appendix or form shall be construed as a reference to a part, division, section, schedule, appendix or form of the bylaw in which the reference occurs.
- (3) A reference in a bylaw to a subsection, clause, subclause, paragraph or subparagraph shall be construed as a reference to a subsection, clause, subclause, paragraph or subparagraph of the section, subsection, clause, subclause or paragraph, as the case may be, in which the reference occurs.
- (4) A reference in a bylaw to regulations shall be construed as a reference to regulations made under the bylaw in which the reference occurs.

1 1 When a form is prescribed by or under a bylaw, deviations from it not affecting the substance and not calculated to mislead do not invalidate the form used.

AMENDMENTS AND REPEAL

1 2 (1) A bylaw that is repealed and replaced ceases to have effect at the time the new bylaw commences.

(2) A bylaw that is expressed to expire or otherwise cease to have effect on a particular day shall be construed as ceasing to have effect at the end of that day.

1 3 An amending bylaw shall be construed as part of the bylaw that it amends.

1 4 (1) When a bylaw is repealed in whole or in part, the repeal does not:

(a) revive a bylaw, or thing not in force or existing immediately before the time when the repeal takes effect;

(b) affect the previous operation of the bylaw so repealed or anything done or suffered under it;

(c) affect any right, privilege, obligation or liability acquired, accrued,

accruing or incurred under the bylaw so repealed;

- (d) affect any offence committed against or a contravention of the bylaw so repealed, or any penalty, forfeiture or punishment incurred in respect of or under the bylaw so repealed; or
- (e) affect any investigation, proceeding or remedy in respect of the right, privilege, obligation, liability, penalty, forfeiture or punishment.

- (2) An investigation, proceeding or remedy described in section 14(1)(e) may be instituted, constituted or enforced and the penalty, forfeiture or punishment imposed as if the bylaw had not been repealed.

15 (1) If a bylaw is repealed and a new bylaw is substituted for it:

- (a) every person acting under the repealed bylaw shall continue to act as if appointed or elected under the new bylaw until he is reappointed or another is appointed or elected in his place;
- (b) every proceeding commenced under the repealed bylaw shall be continued under and in conformity with the new bylaw so far as may be consistent with the new bylaw;
- (c) the procedure established by the new bylaw shall be followed as far as it can be adapted:
 - (i) in the recovery or enforcement of penalties and forfeitures incurred under the repealed bylaw;
 - (ii) in the enforcement of rights existing or accruing under the repealed bylaw; and
 - (iii) in a proceeding in relation to matters that have happened before the repeal;

- (d) if any penalty, forfeiture or punishment is reduced or mitigated by the new bylaw, the penalty, forfeiture or punishment, if imposed or adjudged after the repeal, shall be reduced or mitigated accordingly;
- (e) any reference in an unrepealed bylaw to the repealed bylaw shall, with respect to a subsequent transaction, matter or thing, be construed as a reference to the provisions of the new bylaw relating to the same subject matter as the repealed bylaw, but if there are no provisions in the new bylaw relating to the same subject matter, the repealed bylaw shall be construed as being unrepealed in so far as is necessary to maintain or give effect to the unrepealed bylaw.

CALCULATION OF TIME

- 16
- (1) If in a bylaw the time limited for the doing of a thing expires or falls on a holiday, the thing may be done on the day next following that is not a holiday.
 - (2) If in a bylaw the time limited for registration or filing of an instrument, or for the doing of anything, expires or falls on a day on which the office or place in which the instrument or thing is required to be registered, filed or done is not open during its regular hours of business, the instrument or thing may be registered, filed or done on the day next following on which the office or place is open.
 - (3) If a bylaw contains a reference to a number of days expressed to be "clear days" or to "at least" or "not less than" a number of days between 2 events, in calculating the number of days, the days on which the events happen shall be excluded.
 - (4) If a bylaw contains a reference to a number of days not expressed to be "clear days" or "at least" or "not less than" a number of days between 2 events, in calculating the number of days, the day on which the first event happens shall be excluded and the day on which the second event happens shall be included.

- (5) If in a bylaw a time expressed to begin or end at, on or with a specified day or to continue to or until a specified day, the time includes that day.
- (6) If in a bylaw a time is expressed to begin after or to be from a specified day, the time does not include that day.
- (7) If a bylaw provides that anything to be done within a time after, from, of or before a specified day, the time does not include that day.
- (8) If a bylaw contains a reference to a period of time consisting of a number of months after or before a specified day, the number of months shall be counted from, but not so as to include, the month in which the specified day falls, and the period shall be reckoned as being limited by and including:
 - (a) the day immediately after or before the specified day, according as the period follows or precedes the specified day; and
 - (b) the day in the last month so counted having the same calendar number as the specified day, but if that last month has no day with the same calendar number, then the last day of that month.
- (9) For the purpose of construing a reference in a bylaw to a specified age expressed as a number of years, a person shall be deemed to have attained the specified age at the beginning of the relevant anniversary of the day of his birth.

SERVICE OF DOCUMENTS OR NOTICES

- 17 (1) Unless otherwise specifically provided in a Bylaw, if a bylaw authorizes or requires a document to be sent, given or served by mail and the document is properly addressed and sent by prepaid mail other than double registered or certified mail, unless the contrary is proven, the service shall be presumed to be effected:

- (a) 7 days from the date of mailing if the document is mailed in Alberta to an address in Alberta; or
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- (a) the document is returned to the sender other than by the addressee; or
 - (b) the document was not received by the addressee, the proof of which lies with the addressee.

DEFINITIONS

18 In a bylaw:

- (a) "Adult" means a person 18 years of age or older;
- (b) "Assessor" means the person appointed by Council to direct, manage and administer the Assessment and Taxation Department of the City;
- (c) "Bylaws and Inspection Manager" means the person appointed by Council to direct, manage and administer the Bylaws Enforcement and Inspection Department of the City;
- (d) "Bylaw Officer" means a person appointed as a Bylaw Enforcement Officer under the Bylaws Officer Enforcement bylaw;
- (e) "Chief of Police" means the Commanding Officer, from time to time, of the City Detachment of the R.C.M.P.
- (f) "City" means the Corporation of the City of Red Deer, in the Province of Alberta, and where appropriate shall mean and include all lands within its

boundaries;

- (g) "City Clerk" means the City Clerk of the City and, in his absence, the Assistant City Clerk;
- (h) "Commencement" when used with reference to a bylaw, means the time at which that bylaw comes into force;
- (i) "Commissioner" means the Mayor, and the City Commissioner appointed by Council; */or (??)*
- (j) "Council" means the Council of the City elected under the provisions of the Municipal Elections Act;
- (k) "Development Officer" means a person appointed as a Development Officer pursuant to the Land Use Bylaw;
- (l) "Director of Community Services" means a person appointed by Council to direct, manage and administer the City Department of Community Services;
- (m) "Director of Finance" or "City Treasurer" means a person appointed by Council to direct, manage and administer the City Department of Finance;
- (n) "Director of Engineering Services" or "City Engineer" means a person appointed by Council to direct, manage or administer the City Engineering Department;
- (o) "Fire Chief" means a person appointed to direct, manage and administer the City fire department;
- (p) "Holiday" includes:

- Sat. Sun*
- (i) every Sunday;
 - (ii) New Year's Day, Alberta Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Labour Day, Remembrance Day and Christmas Day;
 - (iii) the birthday or the day fixed by proclamation for the celebration of the birthday of the reigning sovereign;
 - (iv) December 26, or when that date falls on a Sunday or a Monday, then December 27;
 - (v) any day appointed by proclamation of the Governor General in Council or by proclamation of the Lieutenant Governor in Council for a public holiday;
 - (vi) any day declared by the Council as a civic holiday;

(q) "License Inspector" or "License Officer" means the Inspector of licenses for the City or any member of the License Inspection Department;

(r) "Month" means calendar month;

(s) "Minor" means a person under the age of 18 years;

(t) "Offence" means an offence punishable on summary conviction;

(u) "Peace Officer" means a member of the City Detachment of the R.C.M.P.;

Confusing definition ?
(v) "Person" includes a corporation and the heirs, executors, administrators or other legal representatives of a person;

(w) "Province" means the Province of Alberta;

(x) "R.C.M.P." means the Royal Canadian Mounted Police;

(y) "Writing or "Written" or any similar term includes words represented or reproduced by any mode of representing or reproducing words in visible form;

- (z) "Working Day" means any day of the week other than a holiday;
- (z.z) "Offence Ticket" or "Violation Ticket" or "Tag" means written notice of a breach of any provision of any Bylaw in respect of which a specified penalty may be paid to the City in lieu of the accused person appearing in the Provincial Court of Alberta to answer to a Summons issued under the Provincial Offences Procedure Act.

19

In a bylaw:

- (a) "May" shall be construed as permissive and empowering;
- (b) "Now" and "Next" shall be construed as referring to the time of commencement of the bylaw containing the word;
- (c) "Shall" is to be construed as imperative;
- (d) In a bylaw, words importing male persons include female persons, words importing female persons include male persons and words importing either sex include corporation;
- (e) In a bylaw, words in the singular include the plural and words in the plural include the singular;
- (f) When a word or expression is defined in a bylaw, other parts of speech and grammatical forms of the same word or expression have corresponding meanings.

20 This Bylaw shall come into full force and effect upon the passage of third reading.

READ A FIRST TIME IN OPEN COUNCIL this day of , A.D. 19 .

READ A SECOND TIME IN OPEN COUNCIL this day of , A.D. 19 .

READ A THIRD TIME IN OPEN COUNCIL this day of , A.D. 19 .

MAYOR

CITY CLERK

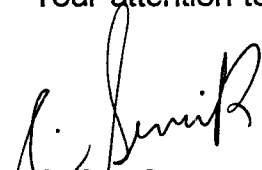
DATE: July 30, 1992
TO: City Commissioners
Directors
Department Heads
Principal Planner
FROM: City Clerk
RE: INTERPRETATION BYLAW

*sent back to
Solicitor Aug. 28/92
LK*

Enclosed herewith please find correspondence dated July 28, 1992 from the City Solicitor including a draft copy of "The Interpretation Bylaw".

May we please have your comments concerning said Bylaw by no later than Friday August 14, 1992. Upon receipt of all comments received August 14, 1992 we will forward same to the City Solicitor for his review and consideration.

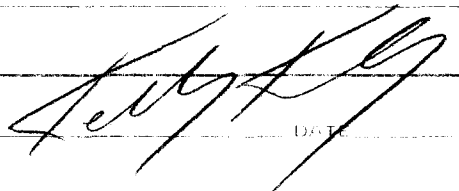
Your attention to this matter is appreciated.


G. SEVCIK
City Clerk
CS/dls

Kelly:

- 1) You may wish to add or change my comments (I've sent Ryan a copy of my comments already)*
- 2) send over copies of all comments to Solicitor after the 14th.*

ls.

TO	Tom Chapman	FROM	Kelly Floss
		DEPT.	C. I., Clerk's
		DATE	Aug 28/92
RE	Interpretation Bylaw		
MESSAGE	Tom		
Here are the administration's comments on this Bylaw.			
If you have any questions please call			
			
REPLY	DATE		
19			

DATE: July 30, 1992

TO: City Commissioners
Directors
Department Heads
Principal Planner

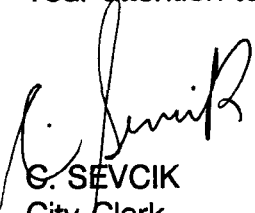
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Your attention to this matter is appreciated.


G. SEVCIK
City Clerk
CS/dls

*No comments
-fit
RCB Aug.
Aug. 4/92*

DATE: July 30, 1992

TO: City Commissioners
Directors
Department Heads
Principal Planner

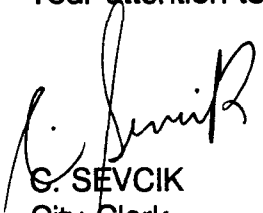
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Your attention to this matter is appreciated.


G. SEVCIK
City Clerk
CS/dls

No comments



DATE: August 4, 1992
TO: City Clerk
FROM: Public Works Manager
RE: INTERPRETATION BYLAW

I agree with the intent of this Bylaw and it seems to have covered most of the issues I can think of.

In the garbage section of the Utility Bylaw, there are references to the "Superintendent" and the "Public Works Manager" which is defined in the bylaw. It has not been covered in this bylaw and I don't know how all-encompassing we want this to be.



Gordon Stewart, P. Eng.
Public Works Manager

/blm

DATE: August 4, 1992

TO: City Clerk

FROM: Fire Chief

RE: INTERPRETATION BYLAW

We agree with the purpose of the proposed bylaw, but have no further comments or suggestions for consideration.

A handwritten signature in cursive script, appearing to read "R. Oscroft".

R. Oscroft
FIRE CHIEF

RO/cb

DATE: AUG 04 92

TO: CITY CLERK

FROM: TRANSIT MANAGER

RE: INTERPRETATION BYLAW

In reviewing the above mentioned bylaw, I have no concerns or comments at this time.

Thankyou,

A handwritten signature in black ink, appearing to read "Grant Beattie", with a stylized flourish at the end.

GRANT BEATTIE
TRANSIT MANAGER

GB:bm

DATE: August 4, 1992

FILE NO. 92-1720

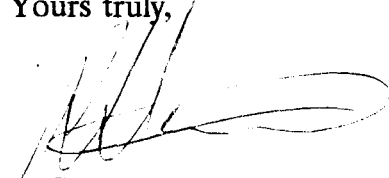
TO: City Clerk

FROM: Bylaws and Inspections Manager

RE: **INTERPRETATION BYLAW**

In response to your memo of July 30, 1992, regarding the above referenced subject, we wish to advise that we have no comments at this time.

Yours truly,

A handwritten signature in dark ink, appearing to be 'R. Strader', written over a horizontal line.

R. Strader
Bylaws and Inspections Manager
BUILDING INSPECTION DEPARTMENT

RS/vs

DATE: July 31, 1992
TO: CITY CLERK
FROM: DIRECTOR OF FINANCIAL SERVICES
RE: INTERPRETATION BYLAW

My comments are:

1. Definitions Section (l) (m) and n

- The wording should be consistent such as "Director of X Services".
- Delete the word department and word it "City X Services" or " X Services Directorate".

2. Definitions Section (p)

Should the first Monday in August be indicated as a holiday rather than just (p) (vi)?

My opinion is the proposed bylaw is a good idea.



A. Wilcock, B. Comm., C.A.
Director of Financial Services

AW/mrk

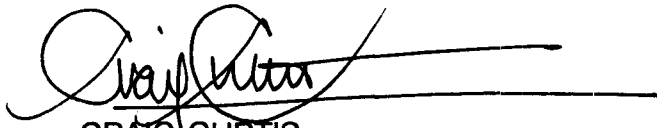
DATE: August 7, 1992

TO: CHARLIE SEVCIK
City Clerk

FROM: CRAIG CURTIS, Director
Community Services Division

RE: INTERPRETATION BYLAW
Your memo dated July 30, 1992 refers.

I have discussed the proposed bylaw with the Parks, Recreation & Culture and Social Planning Managers, and we have no comments from a Community Services perspective. However, on page 8, sections (l), (m), and (n) should be changed to read "Divisions" and not "Departments".



CRAIG CURTIS

:dmg

- c. Don Batchelor, Parks Manager
Colleen Jensen, Social Planning Manager
Lowell Hodgson, Recreation & Culture Manager
Bryon Jeffers, Director of Engineering Services
Alan Wilcock, Director of Financial Services



Royal
Canadian
Mounted
Police

Gendarmerie
royale
du
Canada

Security Classification / Designation
Classification / Désignation sécuritaire

Your file Votre référence

August 5, 1992

Our file Notre référence

City Clerk
City of Red Deer
Box 5008
Red Deer, Alberta
T4N 6T4

Dear Mr. SEVCIK:

RE: INTERPRETATION BYLAW

Your correspondence of July 30, 1992 refers.

The only suggestion I have to change the Bylaw is found on page 7 in 18(e).

"Chief of Police" should read "Officer Commanding" from time to time, of the City Detachment of the RCMP, or "The Officer In Charge" from time to time, of the City Detachment of the RCMP.

The "Commanding Officer" is the designation of Assistant Commissioner HOLMES who commands all the members in the Province.

Yours truly,

(R.L. BEATON) Insp.
Officer In Charge
Red Deer City Detachment

Canada

~~Charlie Sevcik's Comments~~

CHAPMAN RIEBEEK SIMPSON CHAPMAN WANLESS

Barristers & Solicitors

THOMAS H. CHAPMAN, Q.C.*
NICK P. W. RIEBEEK*
DONALD J. SIMPSON
T. KENT CHAPMAN*
GARY W. WANLESS*
LORNE E. GODDARD
GERI M. CHRISTMAN

208 Professional Building
4808 Ross Street
Red Deer, Alberta T4N 1X5
TELEPHONE (403) 346-6603
TELECOPIER (403) 340-1280

* Denotes Professional Corporation

Your file:

Our file: 18,404 THC

July 28, 1992

City of Red Deer
P.O. Box 5008
Red Deer, Alberta
T4N 3T4

ATTENTION: Charles Sevcik,
City Clerk

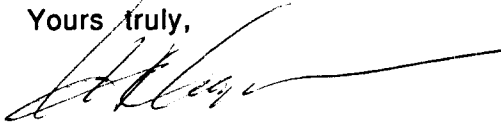
Dear Sir:

RE: Interpretation Bylaw

At a seminar with respect to the drafting and interpretation of bylaws some time ago, it was recommended that Municipalities put in place an Interpretation Bylaw to ensure that the definitions in words used in all City Bylaws would be treated in the same manner and, accordingly, that some of the repetition in City Bylaws contained in the definition and interpretation sections could be eliminated. ?

Accordingly, I have prepared an Interpretation Bylaw which follows the rules of interpretation of the *Interpretation Act* of Alberta (which applied to Alberta Statutes, but not Alberta Bylaws) and I would appreciate you reviewing the same and see whether you have any further suggestions as to any additional contents or amendments which you would recommend.

Yours truly,



THOMAS H. CHAPMAN, Q.C.
THC/vjh
Enclosure

BY-LAW NO.3077/92

Being a by-law of the City of Red Deer respecting the interpretation of Bylaws.

WHEREAS it is desirable to ensure uniformity in the Interpretation of City Bylaws;

NOW THEREFORE, THE MUNICIPAL COUNCIL OF THE CITY OF RED DEER, IN THE PROVINCE OF ALBERTA, DULY ASSEMBLED, ENACTS AS FOLLOWS:

SHORT TITLE

1 This Bylaw may be cited as the "The Interpretation Bylaw".

PURPOSE

2 The purpose of this Bylaw is:

- (a) to state principles and rules for the interpretation of bylaws;
- (b) to shorten bylaws by avoiding the need for repetition; and
- (c) to promote consistency in the language and form of bylaws.

APPLICATION

3 This Bylaw applies to the interpretation of every Bylaw of the City.

4 A bylaw has effect immediately at the beginning of the day on which it comes into force ^{unless} ~~or~~ otherwise specified in the bylaw.

5 A bylaw shall be construed as always speaking and shall be applied to circumstances as they arise. *what does this mean?*

6 A bylaw shall be construed as being remedial, and shall be given the fair, large and liberal construction and interpretation that best ensures the attainment of *?*

its objects.

7 (1) The preamble of a bylaw is part of the bylaw intended to assist in explaining the bylaw.

(2) In a bylaw:

(a) tables of contents;

(b) marginal notes; and

(c) statutory citations after the end of a section or schedule;

are not part of the bylaw, but are inserted for convenience of reference only.

8 Definitions and other interpretation provisions in a bylaw:

(a) are applicable to the whole bylaw, including the section containing the definitions or interpretations provisions, except to the extent that a contrary intention appears in the bylaw; and

(b) apply to regulations, orders or notices made under the bylaw except to the extent that a contrary intention appears in the bylaw or in the order or notice.

9 In a bylaw a citation of or reference to another bylaw of the City or to a statute or regulation of the Province, or of Canada, is a citation of or reference to such enactments as amended, whether amended before or after the commencement of the bylaw, ~~statute~~ or regulation in which the citation or reference occurs.

10 (1) A reference in a bylaw to a series of numbers or letters by the first and last numbers or letters of the series shall be construed as including the number or letter first mentioned and the number or letter last mentioned.



- (2) A reference in a bylaw to a part, division, section, schedule, appendix or form shall be construed as a reference to a part, division, section, schedule, appendix or form of the bylaw in which the reference occurs.
- (3) A reference in a bylaw to a subsection, clause, subclause, paragraph or subparagraph shall be construed as a reference to a subsection, clause, subclause, paragraph or subparagraph of the section, subsection, clause, subclause or paragraph, as the case may be, in which the reference occurs.
- (4) A reference in a bylaw to regulations shall be construed as a reference to regulations made under the bylaw in which the reference occurs.

1 1 When a form is prescribed by or under a bylaw, deviations from it not affecting the substance and not calculated to mislead do not invalidate the form used.

AMENDMENTS AND REPEAL

1 2 (1) A bylaw that is repealed and replaced ceases to have effect at the time the new bylaw commences.

(2) A bylaw that is expressed to expire or otherwise cease to have effect on a particular day shall be construed as ceasing to have effect at the end of that day.

12:00 midnight

1 3 An amending bylaw shall be construed as part of the bylaw that it amends.

1 4 (1) When a bylaw is repealed in whole or in part, the repeal does not:

(a) revive a bylaw, or thing not in force or existing immediately before the time when the repeal takes effect;

(b) affect the previous operation of the bylaw so repealed or anything done or suffered under it;

(c) affect any right, privilege, obligation or liability acquired, accrued,

accruing or incurred under the bylaw so repealed;

- (d) affect any offence committed against or a contravention of the bylaw so repealed, or any penalty, forfeiture or punishment incurred in respect of or under the bylaw so repealed; or
- (e) affect any investigation, proceeding or remedy in respect of the right, privilege, obligation, liability, penalty, forfeiture or punishment.

- (2) An investigation, proceeding or remedy described in section 14(1)(e) may be instituted, constituted or enforced and the penalty, forfeiture or punishment imposed as if the bylaw had not been repealed.

15 (1) If a bylaw is repealed and a new bylaw is substituted for it:

- (a) every person acting under the repealed bylaw shall continue to act as if appointed or elected under the new bylaw until he is reappointed or another is appointed or elected in his place;
- (b) every proceeding commenced under the repealed bylaw shall be continued under and in conformity with the new bylaw so far as may be consistent with the new bylaw;
- (c) the procedure established by the new bylaw shall be followed as far as it can be adapted:
 - (i) in the recovery or enforcement of penalties and forfeitures incurred under the repealed bylaw;
 - (ii) in the enforcement of rights existing or accruing under the repealed bylaw; and
 - (iii) in a proceeding in relation to matters that have happened before the repeal;

- (d) ~~any~~ any penalty, forfeiture or punishment is reduced or mitigated by the new bylaw, the penalty, forfeiture or punishment, if imposed or adjudged after the repeal, shall be reduced or mitigated accordingly;

- (e) any reference in an unrepealed bylaw to the repealed bylaw shall, with respect to a subsequent transaction, matter or thing, be construed as a reference to the provisions of the new bylaw relating to the same subject matter as the repealed bylaw, but if there are no provisions in the new bylaw relating to the same subject matter, the repealed bylaw shall be construed as being unrepealed in so far as is necessary to maintain or give effect to the unrepealed bylaw.

*self defeating
seems to defeat
the purpose*

*is this
legal?*

CALCULATION OF TIME

is Saturday a holiday?

- 16 (1) If in a bylaw the time limited for the doing of a thing expires or falls on a holiday, the thing may be done on the day next following that is not a holiday.
- (2) If in a bylaw the time limited for registration or filing of an instrument, or for the doing of anything, expires or falls on a day on which the office or place in which the instrument or thing is required to be registered, filed or done is not open during its regular hours of business, the instrument or thing may be registered, filed or done on the day next following on which the office or place is open.
- (3) If a bylaw contains a reference to a number of days expressed to be "clear days" or to "at least" or "not less than" a number of days between 2 events, in calculating the number of days, the days on which the events happen shall be excluded.
- (4) If a bylaw contains a reference to a number of days not expressed to be "clear days" or "at least" or "not less than" a number of days between 2 events, in calculating the number of days, the day on which the first event happens shall be excluded and the day on which the second event happens shall be included.

Difficult to follow this part

example?

- is*
- within ?*
- (5) If in a bylaw a time ~~is~~ expressed to begin or end at, on or ~~with~~ a specified day or to continue to or until a specified day, the time includes that day.
- (6) If in a bylaw a time is expressed to begin after or to be from a specified day, the time does not include that day.
- (7) If a bylaw provides that anything to be done within a time after, from, of or before a specified day, the time does not include that day.
- (8) If a bylaw contains a reference to a period of time consisting of a number of months after or before a specified day, the number of months shall be counted from, but not so as to include, the month in which the specified day falls, and the period shall be reckoned as being limited by and including:
- (a) the day immediately after or before the specified day, according as the period follows or precedes the specified day; and
- (b) the day in the last month so counted having the same calendar number as the specified day, but if that last month has no day with the same calendar number, then the last day of that month.
- (9) For the purpose of construing a reference in a bylaw to a specified age expressed as a number of years, a person shall be deemed to have attained the specified age at the beginning of the relevant anniversary of the day of his birth.

seems to be expressing the same rule twice

SERVICE OF DOCUMENTS OR NOTICES

- 17 (1) Unless otherwise specifically provided in a Bylaw, if a bylaw authorizes or requires a document to be sent, given or served by mail and the document is properly addressed and sent by prepaid mail other than double registered or certified mail, unless the contrary is proven, the service shall be presumed to be effected:

~~OK~~ OK

(a) 7 days from the date of mailing if the document is mailed in ~~Alberta~~ to an address in Alberta; or

?

(b) subject to clause 10(1)(a), 14 days from the date of mailing if the document is mailed in ~~Canada~~ to an address in Canada

outside the province of Alberta.

(2) Subsection (1) does not apply if:

(a) the document is returned to the sender other than by the addressee; or

(b) the document was not received by the addressee, the proof of which lies with the addressee.

DEFINITIONS

18 In a bylaw:

(a) "Adult" means a person 18 years of age or older;

(b) "Assessor" means the person appointed by Council to direct, manage and administer the Assessment and Taxation Department of the City;

(c) "Bylaws and Inspection Manager" means the person appointed by Council to direct, manage and administer the Bylaws Enforcement and Inspection Department of the City;




(d) "Bylaw Officer" means a person appointed as a Bylaw Enforcement Officer under the Bylaws Officer Enforcement bylaw;

(e) "Chief of Police" means the Commanding Officer, from time to time, of the City Detachment of the R.C.M.P.

(f) "City" means the Corporation of ^{The} ~~the~~ City of Red Deer, in the Province of Alberta, and where appropriate shall mean and include all lands within its



boundaries;

- (g) "City Clerk" means the City Clerk of the City and, in his absence, the Assistant City Clerk; 
- (h) "Commencement" when used with reference to a bylaw, means the time at which that bylaw comes into force;
- (i) "Commissioner" means the Mayor, and the City Commissioner appointed by Council; ^{102?} 
- (j) "Council" means the Council of the City elected under the provisions of the ~~Municipal Election~~ Act;
local authorities 
- (k) "Development Officer" means a person appointed as a Development Officer pursuant to the Land Use Bylaw;
- (l) "Director of Community Services" means a person appointed by Council to direct, manage and administer the City Department of Community Services;
- (m) "Director of Finance" or "City Treasurer" means a person appointed by Council to direct, manage and administer the City Department of Finance;
- (n) "Director of Engineering Services" or "City Engineer" means a person appointed by Council to direct, manage or administer the City Engineering Department;
- (o) "Fire Chief" means a person appointed to direct, manage and administer the City fire department;
- (p) "Holiday" includes:

- (i) every Sunday;
- (ii) New Year's Day, Alberta Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Labour Day, Remembrance Day and Christmas Day;
- (iii) the birthday or the day fixed by proclamation for the celebration of the birthday of the reigning sovereign; *Victoria Day ?*
- (iv) December 26, or when that date falls on a Sunday or a Monday, then December 27; *?*
- (v) any day appointed by proclamation of the Governor General in Council or by proclamation of the Lieutenant Governor in Council for a public holiday;
- (vi) any day declared by the Council as a civic holiday;

- (q) "License Inspector" or "License Officer" means the Inspector of licenses for the City or any member of the License Inspection Department; *Bylaw ?*
- (r) "Month" means calendar month;
- (s) "Minor" means a person under the age of 18 years;
- (t) "Offence" means an offence punishable on summary conviction;
- (u) "Peace Officer" means a member of the City Detachment of the R.C.M.P.;
- (v) "Person" includes a corporation and the heirs, executors, administrators or other legal representatives of a person; *confusing definition*
- (w) "Province" means the Province of Alberta;
- (x) "R.C.M.P." means the Royal Canadian Mounted Police;
- (y) "Writing or "Written" or any similar term includes words represented or reproduced by any mode of representing or reproducing words in visible form;

- (z) "Working Day" means any day of the week other than a holiday;

which would include a Saturday. Not what we normally refer to as a working Day.

- (z.z) "Offence Ticket" or "Violation Ticket" or "Tag" means written notice of a breach of any provision of any Bylaw in respect of which a specified penalty may be paid to the City in lieu of the accused person appearing in the Provincial Court of Alberta to answer to a Summons issued under the Provincial Offences Procedure Act.

19

In a bylaw:

- (a) "May" shall be construed as permissive and empowering;
- (b) "Now" and "Next" shall be construed as referring to the time of commencement of the bylaw containing the word;
- (c) "Shall" is to be construed as imperative;
- (d) In a bylaw, words importing male persons include female persons, words importing female persons include male persons and words importing either sex include corporation;
- (e) In a bylaw, words in the singular include the plural and words in the plural include the singular;
- (f) When a word or expression is defined in a bylaw, other parts of speech and grammatical forms of the same word or expression have corresponding meanings.

20 This Bylaw shall come into full force and effect upon the passage of third reading.

READ A FIRST TIME IN OPEN COUNCIL this day of , A.D. 19 .

READ A SECOND TIME IN OPEN COUNCIL this day of , A.D. 19 .

READ A THIRD TIME IN OPEN COUNCIL this day of , A.D. 19 .

MAYOR

CITY CLERK

DATE: August 6, 1992
TO: City Solicitor
FROM: City Clerk
RE: Interpretation Bylaw

Following are my comments regarding the proposed "Interpretation Bylaw":

Clause 4 - Perhaps the words "unless otherwise specified in the Bylaw" should be added

Clause 5 - What do the words "is always speaking" mean?

Clause 12 (2) - Are the words "at the end of that day" sufficiently clear? Could these words be interpreted to mean "at the end of that working day" i.e. 4:30 p.m.? 5:00 p.m.? etc.

Clause 14 (1) (a) - I am not clear as to the meaning or intent of this clause. Is it necessary as it seems to me that a repealing bylaw does the opposite to "revive" and therefore this clause seems unnecessary.

Clause 15 (1) (d) - I believe the first "if" in the clause should be deleted and possibly the clause needs a slightly different wording structure as a result.

Clause 15 (1) (e) - The last portion of the clause after the word "but" appears to defeat the purpose of the repealing bylaw, in other words there may be no provisions in the new bylaw relating to the same subject matter intentionally. ✓

Clause 16 (1) - Bearing in mind the definition of a "holiday" which does not include Saturday, if Friday is a holiday this clause suggests it may be done on Saturday. Do we want this to happen?

Clause 16 (5) - I believe the clause should read "if in a bylaw a time "is" expressed to begin or end at, on or "within" a specified day etc. ✓

Clause 17 (1) (b) - I believe reference to "Clause 10 (1) (a)" should read "Clause 17 (1) (a)".

Clause 18 (i) - Should the definition for "commissioner" be changed to read "means the Mayor and/or the City Commissioner appointed by Council" ✓

City Solicitor
August 6, 1992
Page 2

Clause 18 (j) - Change the words "Municipal Elections Act" to read "Local Authorities Election Act". ✓

Clause 18 (p) (iii) - Is not the celebration for the birthday of the reigning sovereign "Victoria Day"? ✓

Clause 18 (p) (iv) - It is not clear as to why we have this clause at all. What if December 26 falls on a Saturday should Monday December 28 be indicated as a holiday?

Clause 18 (q) - The Bylaws and Inspections Manager advises that the words "License Inspection Department" should read "Bylaws Inspection Department".

Clause 18 (z) - "Working day" under the Interpretation Bylaw definition would include a "Saturday" which for the most part is "not a working day" for City employees. Is this going to be a problem?



C. SEVCIK
City Clerk

CS/dls

c.c. Bylaws & Inspections Manager

BY-LAW NO.3077/92

Being a by-law of the City of Red Deer respecting the interpretation of Bylaws.

WHEREAS it is desirable to ensure uniformity in the Interpretation of City Bylaws;

NOW THEREFORE, THE MUNICIPAL COUNCIL OF THE CITY OF RED DEER, IN THE PROVINCE OF ALBERTA, DULY ASSEMBLED, ENACTS AS FOLLOWS:

SHORT TITLE

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2 The purpose of this Bylaw is:

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APPLICATION

3 This Bylaw applies to the interpretation of every Bylaw of the City.

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its objects.

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(2) In a bylaw:

(a) tables of contents;

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(a) are applicable to the whole bylaw, including the section containing the definitions or interpretations provisions, except to the extent that a contrary intention appears in the bylaw; and

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1 1 When a form is prescribed by or under a bylaw, deviations from it not affecting the substance and not calculated to mislead do not invalidate the form used.

AMENDMENTS AND REPEAL

1 2 (1) A bylaw that is repealed and replaced ceases to have effect at the time the new bylaw commences.

(2) A bylaw that is expressed to expire or otherwise cease to have effect on a particular day shall be construed as ceasing to have effect at the end of that day.

1 3 An amending bylaw shall be construed as part of the bylaw that it amends.

1 4 (1) When a bylaw is repealed in whole or in part, the repeal does not:

(a) revive a bylaw, or thing not in force or existing immediately before the time when the repeal takes effect;

(b) affect the previous operation of the bylaw so repealed or anything done or suffered under it;

(c) affect any right, privilege, obligation or liability acquired, accrued,

accruing or incurred under the bylaw so repealed;

- (d) affect any offence committed against or a contravention of the bylaw so repealed, or any penalty, forfeiture or punishment incurred in respect of or under the bylaw so repealed; or
- (e) affect any investigation, proceeding or remedy in respect of the right, privilege, obligation, liability, penalty, forfeiture or punishment.

- (2) An investigation, proceeding or remedy described in section 14(1)(e) may be instituted, constituted or enforced and the penalty, forfeiture or punishment imposed as if the bylaw had not been repealed.

- 15 (1) If a bylaw is repealed and a new bylaw is substituted for it:

- (a) every person acting under the repealed bylaw shall continue to act as if appointed or elected under the new bylaw until he is reappointed or another is appointed or elected in his place;
- (b) every proceeding commenced under the repealed bylaw shall be continued under and in conformity with the new bylaw so far as may be consistent with the new bylaw;
- (c) the procedure established by the new bylaw shall be followed as far as it can be adapted:
 - (i) in the recovery or enforcement of penalties and forfeitures incurred under the repealed bylaw;
 - (ii) in the enforcement of rights existing or accruing under the repealed bylaw; and
 - (iii) in a proceeding in relation to matters that have happened before the repeal;

- (d) if any penalty, forfeiture or punishment is reduced or mitigated by the new bylaw, the penalty, forfeiture or punishment, if imposed or adjudged after the repeal, shall be reduced or mitigated accordingly;
- (e) any reference in an unrepealed bylaw to the repealed bylaw shall, with respect to a subsequent transaction, matter or thing, be construed as a reference to the provisions of the new bylaw relating to the same subject matter as the repealed bylaw, but if there are no provisions in the new bylaw relating to the same subject matter, the repealed bylaw shall be construed as being unrepealed in so far as is necessary to maintain or give effect to the unrepealed bylaw.

CALCULATION OF TIME

- 16 (1) If in a bylaw the time limited for the doing of a thing expires or falls on a holiday, the thing may be done on the day next following that is not a holiday.
- (2) If in a bylaw the time limited for registration or filing of an instrument, or for the doing of anything, expires or falls on a day on which the office or place in which the instrument or thing is required to be registered, filed or done is not open during its regular hours of business, the instrument or thing may be registered, filed or done on the day next following on which the office or place is open.
- (3) If a bylaw contains a reference to a number of days expressed to be "clear days" or to "at least" or "not less than" a number of days between 2 events, in calculating the number of days, the days on which the events happen shall be excluded.
- (4) If a bylaw contains a reference to a number of days not expressed to be "clear days" or "at least" or "not less than" a number of days between 2 events, in calculating the number of days, the day on which the first event happens shall be excluded and the day on which the second event happens shall be included.

- (5) If in a bylaw a time expressed to begin or end at, on or with a specified day or to continue to or until a specified day, the time includes that day.
- (6) If in a bylaw a time is expressed to begin after or to be from a specified day, the time does not include that day.
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- (8) If a bylaw contains a reference to a period of time consisting of a number of months after or before a specified day, the number of months shall be counted from, but not so as to include, the month in which the specified day falls, and the period shall be reckoned as being limited by and including:
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 - (b) the day in the last month so counted having the same calendar number as the specified day, but if that last month has no day with the same calendar number, then the last day of that month.
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- 17 (1) Unless otherwise specifically provided in a Bylaw, if a bylaw authorizes or requires a document to be sent, given or served by mail and the document is properly addressed and sent by prepaid mail other than double registered or certified mail, unless the contrary is proven, the service shall be presumed to be effected:

- (a) 7 days from the date of mailing if the document is mailed in Alberta to an address in Alberta, or
 - (b) subject to clause 10(1)(a), 14 days from the date of mailing if the document is mailed in Canada to an address in Canada.
- (2) Subsection (1) does not apply if:
- (a) the document is returned to the sender other than by the addressee; or
 - (b) the document was not received by the addressee, the proof of which lies with the addressee.

DEFINITIONS

18 In a bylaw:

- (a) "Adult" means a person 18 years of age or older;
- (b) "Assessor" means the person appointed by Council to direct, manage and administer the Assessment and Taxation Department of the City;
- (c) "Bylaws and Inspection Manager" means the person appointed by Council to direct, manage and administer the Bylaws Enforcement and Inspection Department of the City;
- (d) "Bylaw Officer" means a person appointed as a Bylaw Enforcement Officer under the Bylaws Officer Enforcement bylaw;
- (e) "Chief of Police" means the Commanding Officer, from time to time, of the City Detachment of the R.C.M.P.
- (f) "City" means the Corporation of the City of Red Deer, in the Province of Alberta, and where appropriate shall mean and include all lands within its

boundaries;

- (g) "City Clerk" means the City Clerk of the City and, in his absence, the Assistant City Clerk;
- (h) "Commencement" when used with reference to a bylaw, means the time at which that bylaw comes into force;
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- (j) "Council" means the Council of the City elected under the provisions of the Municipal Elections Act;
- (k) "Development Officer" means a person appointed as a Development Officer pursuant to the Land Use Bylaw;
- (l) "Director of Community Services" means a person appointed by Council to direct, manage and administer the City Department of Community Services;
- (m) "Director of Finance" or "City Treasurer" means a person appointed by Council to direct, manage and administer the City Department of Finance;
- (n) "Director of Engineering Services" or "City Engineer" means a person appointed by Council to direct, manage or administer the City Engineering Department;
- (o) "Fire Chief" means a person appointed to direct, manage and administer the City fire department;
- (p) "Holiday" includes:

- (i) every Sunday;
 - (ii) New Year's Day, Alberta Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Labour Day, Remembrance Day and Christmas Day;
 - (iii) the birthday or the day fixed by proclamation for the celebration of the birthday of the reigning sovereign;
 - (iv) December 26, or when that date falls on a Sunday or a Monday, then December 27;
 - (v) any day appointed by proclamation of the Governor General in Council or by proclamation of the Lieutenant Governor in Council for a public holiday;
 - (vi) any day declared by the Council as a civic holiday;
-
- (q) "License Inspector" or "License Officer" means the Inspector of licenses for the City or any member of the License Inspection Department;
-
- (r) "Month" means calendar month;
-
- (s) "Minor" means a person under the age of 18 years;
-
- (t) "Offence" means an offence punishable on summary conviction;
-
- (u) "Peace Officer" means a member of the City Detachment of the R.C.M.P.;
-
- (v) "Person" includes a corporation and the heirs, executors, administrators or other legal representatives of a person;
-
- (w) "Province" means the Province of Alberta;
-
- (x) "R.C.M.P." means the Royal Canadian Mounted Police;
-
- (y) "Writing or "Written" or any similar term includes words represented or reproduced by any mode of representing or reproducing words in visible form;

- (z) "Working Day" means any day of the week other than a holiday;
- (z.z) "Offence Ticket" or "Violation Ticket" or "Tag" means written notice of a breach of any provision of any Bylaw in respect of which a specified penalty may be paid to the City in lieu of the accused person appearing in the Provincial Court of Alberta to answer to a Summons issued under the Provincial Offences Procedure Act.

1 9

In a bylaw:

- (a) "May" shall be construed as permissive and empowering;
- (b) "Now" and "Next" shall be construed as referring to the time of commencement of the bylaw containing the word;
- (c) "Shall" is to be construed as imperative;
- (d) In a bylaw, words importing male persons include female persons, words importing female persons include male persons and words importing either sex include corporation;
- (e) In a bylaw, words in the singular include the plural and words in the plural include the singular;
- (f) When a word or expression is defined in a bylaw, other parts of speech and grammatical forms of the same word or expression have corresponding meanings.

20 This Bylaw shall come into full force and effect upon the passage of third reading.

READ A FIRST TIME IN OPEN COUNCIL this	day of	, A.D. 19	.
READ A SECOND TIME IN OPEN COUNCIL this	day of	, A.D. 19	.
READ A THIRD TIME IN OPEN COUNCIL this	day of	, A.D. 19	.

MAYOR

CITY CLERK

DATE: OCTOBER 21, 1992

**TO: CITY COMMISSIONER
 DIRECTORS
 DEPARTMENT HEADS
 PRINCIPAL PLANNER
 CITY SOLICITOR**

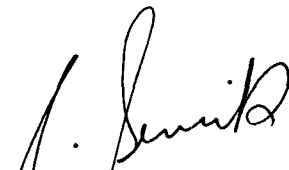
FROM: CITY CLERK

RE: INTERPRETATION BYLAW 3077/92

I would advise that Council of the City of Red Deer at its meeting on October 13, 1992 gave three readings to the above noted Bylaw, a copy of which is enclosed herewith. As noted in the Bylaw, this Bylaw comes into full force and effect upon passage of third reading.

As noted in the report from the City Solicitor to City Council, this Bylaw was enacted to ensure that the definitions used in all City Bylaws would be treated in the same manner and accordingly, that some of the repetition in City Bylaws contained in the definition and interpretation sections could be eliminated. Accordingly, we would request that this Bylaw be applied as intended.

Trusting you will find this satisfactory.



C. SEVCIK
City Clerk

CS/clr
Encls.

NO. 4

DATE: September 24, 1992
TO: City Clerk
FROM: Fire Chief
RE: Bylaw 3018/90 - Fireworks Bylaw

The 1990 Alberta Fire Code has been adopted as a regulation under the Fire Prevention Act effective September 1, 1992.

Under the previous regulation, fireworks were not a controlled item, which resulted in Council adopting Bylaw 3018/90 as a means of enforcing safety standards for the sale and use of firecrackers, shop goods and fireworks.

The new edition of the Alberta Fire Code adequately addresses the sale, storage and use of all fireworks and as such, supersedes the authority of Bylaw 3018/90.

Recommendation:

That Council rescind Bylaw 3018/90, being the Fireworks Bylaw.



R. Oscroft
Fire Chief

RO/cj

Commissioners' Comments

We would concur with the recommendations of the Fire Chief.

"R.J. MCGHEE"
Mayor

"M.C. DAY"
City Commissioner

DATE: OCTOBER 16, 1992

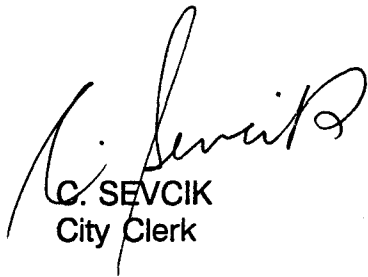
TO: FIRE CHIEF

FROM: CITY CLERK

RE: BYLAW 3081/92 TO REPEAL THE FIREWORKS BYLAW 3018/90

In accordance with your request, Fireworks Bylaw 3018/90 was repealed by Council at its meeting of October 13, 1992 by the passage of Bylaw 3081/92 which was given three readings at the aforesaid meeting.

Trusting you will find this satisfactory.



C. SEVCIK
City Clerk

CS/clr

cc: Bylaws and Inspections Manager
 Inspector Beaton
 Director of Engineering Services
 Director Community Services
 Parks Manager
 City Solicitor
 Public Works Managers

NO. 5

DATE: October 6, 1992
TO: City Clerk
FROM: Transit Manager
RE: **TRANSIT DIAL-A-BUS RIDERSHIP
GENERAL SYSTEM RIDERSHIP**

As Council may recall the Transit Department implemented Evening Dial-A-Bus services as an alternative method of supplying public transportation services during evening hours.

The concept of Dial-A-Bus was presented to Council primarily as a cost saving measure that would hopefully reduce costs but maintain a form of evening transit services.

When implemented in March, 1991, the service was provided by utilizing two buses throughout the City. Although the concept of providing some form of public transportation during evening hours was met, it became evident that many riders were dissatisfied with the lengthy trip times. It was not uncommon for some passengers to be subjected to trip times of one to one and a half hours. As a result, the Transit Administration recommended and received Council approval to expand the Dial-A-Bus service by utilizing four buses in December of 1991. The transit riders responded to the expansion very quickly and ridership doubled within several weeks, and more than tripled within a few months. The increase in ridership prompted a further recommendation to Council to add a fifth bus to the Dial-A-Bus operation. It should be noted that a ridership decrease was anticipated in July and August and as a result the fifth bus was not operated. Since implemented in March of 1991, ridership on Dial-A-Bus continues to increase at a rapid rate. The attached graph illustrates the rate of increased ridership on Dial-A-Bus service.

As can be seen the Dial-A-Bus operation is extremely successful with ridership continuing to increase. The statistics have revealed that the Dial-A-Bus service is accommodating slightly more riders than the previous fixed route service at half the cost of operation. This can be contributed to the fact that for many riders the Dial-A-Bus service is quicker and more direct. Red Deer College, for example, has become a major evening trip generator because the service is quicker and more direct for many college students.

Memorandum to City Clerk
October 5, 1992

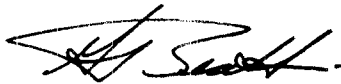
Compared to the same period in 1991, the Transit Department has experienced a significant increase in overall ridership during 1992. As can be seen by the attached graph, ridership has increased every month in 1992 when compared to the monthly 1991 figures. As of the end of August, ridership has increased by 11.5%. Research indicates that the ridership increases are contributed to increases in student pass sales and adult single ride ticket users as indicated below.

	Sept/91 Sales	Sept/92 Sales	% Increase
Student Pass	1725	1909	11%
Adult Tickets	3658	5758	58%

Indications point that this ridership should continue to increase throughout the year. Many factors are contributing. Certainly the higher student enrolment has a positive effect, but other factors, such as many adults opting to use public transit over private automobiles also has a positive effect on transit use.

RECOMMENDATION:

For Council's information.



Grant Beattie
Transit Manager

GB/slp
Att.

c.c. Director of Engineering Services

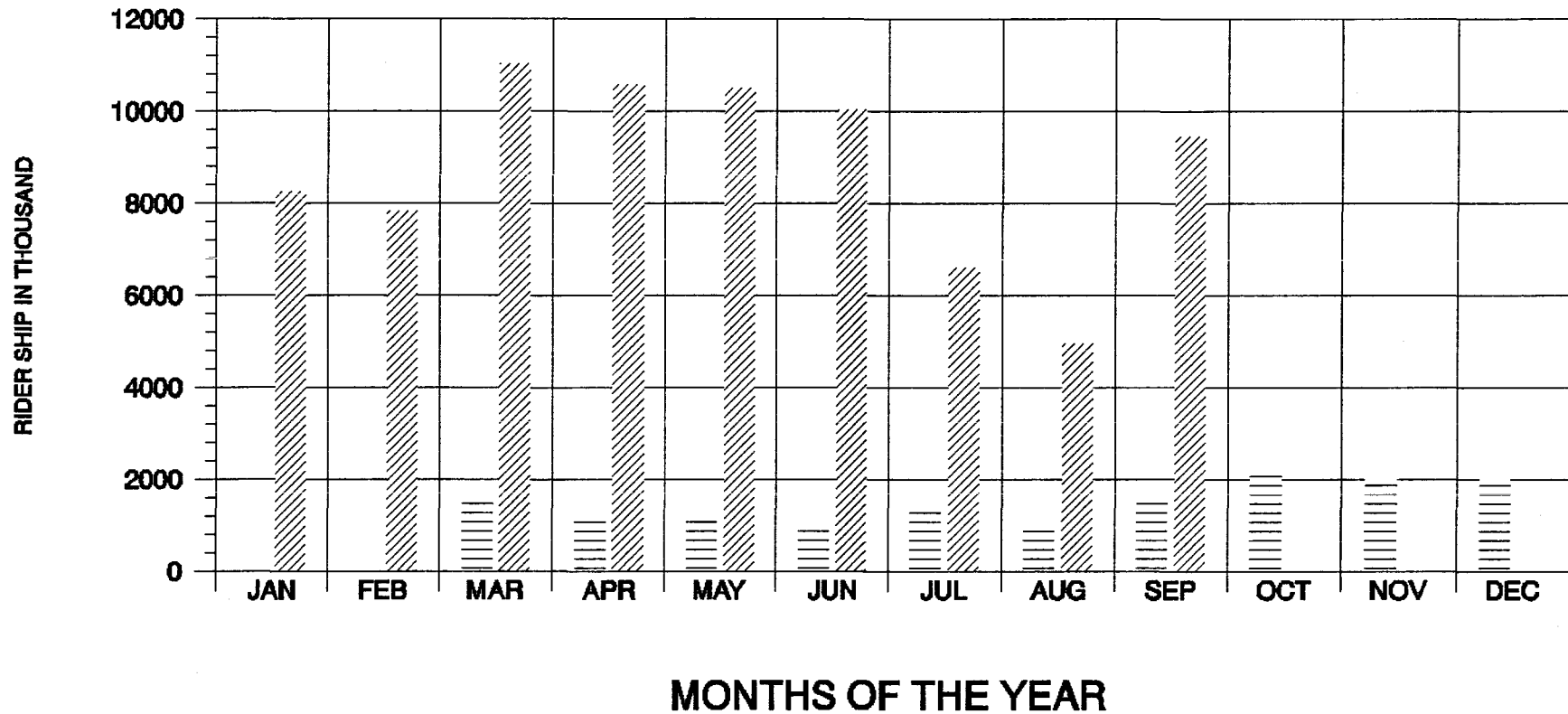
Commissioners' Comments

The attached report is submitted for Council's information and we are gratified to see the substantial increase in ridership, particularly the use of dial-a-bus in the evenings. The receipt of telephone calls and the scheduling and dispatch of buses for the evening dial-a-bus system has proved to be very demanding and the Transit Department is to be congratulated for a job well done.

"R.J. MCGHEE"
Mayor

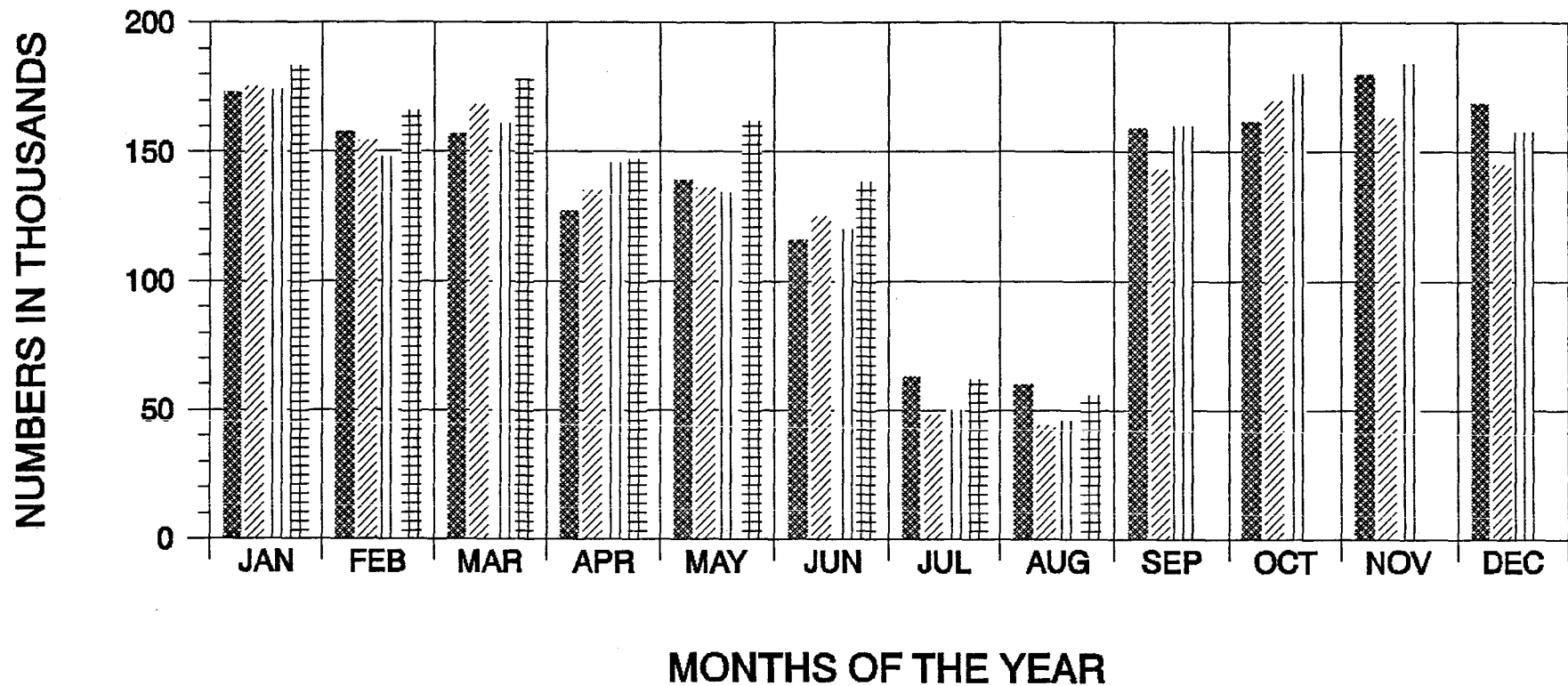
"M.C. DAY"
City Commissioner

RED DEER TRANSIT DIAL A BUS RIDERSHIP



≡ 1991 ▨ 1992

SYSTEM RIDERSHIP



1989

1990

1991

1992

DATE: OCTOBER 16, 1992

TO: TRANSIT MANAGER


FROM: CITY CLERK

RE: TRANSIT DIAL-A-BUS RIDERSHIP / GENERAL SYSTEM RIDERSHIP

Your report dated October 6, 1992 pertaining to the above was presented on the Council agenda of October 13, 1992 and at which meeting Council accepted the said report for information purposes and agreed that same be filed.

I would also advise that Council complemented you on this report and that it was indicated by the Director of Engineering Services that the next report on Dial-A-Bus Services would be at budget time.

We thank you for your report in this instance and trust you will find same satisfactory.



C. SEVCIK
City Clerk

CS/clr

cc: Director Engineering Services



Royal
Canadian
Mounted
Police

Gendarmerie
royale
du
Canada

Security Classification / Designation
Classification / Désignation Sécuritaire

NO. 6

Your file Votre référence

September 28, 1992

Our file Notre référence

His Worship Mayor R.J. McGHEE
and Council
City of Red Deer
Box 5008
Red Deer, Alberta
T4N 3T4

Dear Sir:

**RE: USE OF CITY BYLAW ENFORCEMENT CARS BY
RED DEER CITY DETACHMENT AUXILIARIES**

I have discussed this very briefly with Commissioner DAY, who asked I direct my inquiry to you. "K" Division Headquarters have been reviewing the duties and responsibilities of Auxiliary Constables since spring and I wanted to examine their recommendations for change before making my proposal to you. They have not made a decision and I need to plan my 1993 initiatives now.

Presently, our Division policy prohibits Auxiliary Constables doing anything unless they are under the direct supervision of a regular member. They are definitely a benefit to our Detachment now, but we can use them to much better advantage if they had transportation and were supervised at arms length. As an example, we have recently had them walk the bike paths in the evenings/nights on weekends. They alone have been responsible for closing down several bush parties in Kin Canyon, discovering three Liquor Control Act infractions and encountering a fresh assault, which was reported as a sexual assault. They were also responsible for the arrest of that individual a short time later.

We have had them proceed to mall parking lots to be lookouts for car looters. They assist in mall displays and numerous other activities. They have done so by driving their own vehicles because the members have been too busy to drop them off or pick them up. This is unfair to expect and I cannot offer remuneration. Force cars are not insured and therefore policy strictly prohibits Auxiliary Constables from operating them. Our policy does permit them to drive municipally owned vehicles with proper insurance, which I would suspect Red Deer City vehicles have.

. . . /2

Canada

PAGE 2

RE: USE OF CITY BYLAW ENFORCEMENT CARS BY
RED DEER CITY DETACHMENT AUXILIARIES

The four City Bylaw Inspection vehicles sit in our lot every evening after 5:00 p.m. and every weekend. If two were designated to us during these hours for use by the Auxiliaries, a direct benefit would result.

The Auxiliary Constables ^{No.} ~~can~~/do not participate in any type of enforcement. They would not be patrolling in the vehicles - only proceeding directly to a point and returning therefrom. They would have radio contact with our office at all times and would call for assistance when required.

At the present time, I do not have a budget with the Force or the City which would cover expenses for rental or fuel of the Bylaw cars. I would however, include a minimal amount in my 1993 City budget for this expense if approval for their use was granted. Being realistic, I anticipate the cars being used two evenings a week - maximum - probably Friday and Saturday - and to a maximum of 50 km each night.

This would be another new initiative of our Detachment. Service to our public is extremely important and initiatives that are cost efficient are very attractive. Authority to utilize these vehicles is therefore requested.

I would be most willing to discuss this issue further with council at any time.

Yours truly,



(R.L. BEATON) Insp.
Officer In Charge
Red Deer City Detachment

FILE: alan\memos\bylawcar.clk

DATE: October 2, 1992
TO: City Clerk
FROM: Director of Financial Services
RE: INSPECTOR BEATON -
USE OF CITY BYLAW ENFORCEMENT CARS

The Bylaw Enforcement cars are included in the Equipment Fund. This means the operating and capital cost of the vehicles is recovered by monthly rental charges to the Parking Fund where Bylaw Enforcement is budgeted.

As the Bylaw vehicles are part of the Equipment Fund, the Fleet Manager or Public Works Manager should also be asked to comment.

To be equitable to the Parking Fund, normally a portion of the capital and operating costs should be recovered from the Police budget based on usage. Unfortunately, the Police budget is expected to increase by at least 13% in 1993. As Inspector Beaton indicates, he would not be able to cover more than a minimal amount.

There would be obvious public benefit to the use of the vehicles. I would recommend that Inspector Beaton work out a reimbursement with the Bylaws and Inspections Manager that would at least cover the incremental costs of using the vehicles.

There would not be a problem from an insurance perspective of the use of the vehicles.

RECOMMENDATION

That Inspector Beaton work out a reasonable reimbursement rate with the Bylaws and Inspections Manager for the use of the vehicles.



A. Wilcock, B. Comm., C.A.
Director of Financial Services

AW/jt
c.c. Inspector i/c RCMP, City Detail
Bylaws and Inspections Manager

FILE: gord\memos\rcmp-use.car


DATE: October 6, 1992
TO: City Clerk
FROM: Public Works Manager
RE: USE OF CITY BYLAW ENFORCEMENT CARS

We would have no objection to the use of Bylaw Department cars by the R.C.M.P., subject to any concerns of the Bylaws and Inspections Manager.

Based on two evenings per week and 50 km/night, we estimate the operating cost to be \$0.15/km and the true cost to be \$0.31/km.

RECOMMENDATION

We recommend the City allow the R.C.M.P. to use the Bylaw Enforcement cars as requested, for a rate of \$0.31/km.



Gordon Stewart, P. Eng.
Public Works Manager

/blm

c Director of Financial Services
Bylaws & Inspections Manager

DATE: October 5, 1992

FILE NO. 92-0135

TO: City Clerk

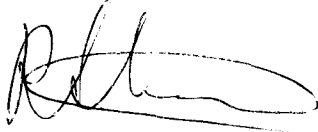
FROM: Bylaws and Inspections Manager

RE: **USE OF BYLAW ENFORCEMENT CARS**

In response to your memo regarding the above, we have the following comments for Council's consideration.

We have no objections to the proposed use of these vehicles, providing there is no cost to the Bylaw Department. The R.C.M.P. would be responsible to ensure that the proposed drivers are properly licensed to comply with insurance requirements. Any damage to the vehicles during the use of them by the auxiliaries would be the responsibility of the R.C.M.P., as well.

Yours truly,



R. Strader
Bylaws and Inspections Manager
BUILDING INSPECTION DEPARTMENT

RS/vs

Commissioners' Comments

Attached is a request from the R.C.M.P. for the use of Bylaw vehicles for Auxilliary Constables on evenings and weekends. As indicated, the use of these vehicles would substantially increase the effective use of Auxilliary Constables and in our opinion, would be of great benefit to the community, and we would commend Inspector Beaton for taking this initiative. We would, therefore, recommend Council approve this use with the cost of operating the vehicles to be allocated on a pro rata basis to the appropriate budget, i.e. the parking fund and the R.C.M.P. A preliminary review would indicate that while there will be a marginal increase in cost to cover the additional operating expenses, such as gas, tires, etc., most of the increase in the R.C.M.P. budget would be offset by a decrease in the Parking Fund budget and this would be presented to Council with the 1993 budget.

"R.J. MCGHEE"
Mayor

"M.C. DAY"
City Commissioner

DATE: OCTOBER 16, 1992

TO: INSPECTOR BEATON

FROM: CITY CLERK

**RE: USE OF CITY BYLAW ENFORCEMENT CARS BY RED DEER CITY
DETACHMENT AUXILIARIES**

Your memo dated September 28, 1992 pertaining to the above matter was considered at the Council meeting of October 13, 1992 and at which meeting Council passed the following motion approving said request:

"RESOLVED that Council of The City of Red Deer hereby approve the use of Bylaw vehicles by Auxiliary Constables on evenings and weekends with the cost of operating the vehicles to be allocated on a pro rata basis to the appropriate budget, ie: the Parking Fund and the R.C.M.P., and as recommended to Council October 13, 1992."

It was pointed out to Council that the use of these vehicles would substantially increase the effective use of Auxiliary Constables and that same would be of great benefit to the community and Council commended you for this initiative. I assume that you will be in contact with the Bylaws & Inspections Manager to work out the mechanics and the reimbursement rate for the use of the vehicles.

Trusting you will find this satisfactory and that you will be in contact with the Bylaws & Inspections Manager.



C. SEVCIK
City Clerk

CS/clr

cc: Director of Financial Services
Bylaws & Inspections Manager
Public Works Manager

NO. 7

FILE: gord\memos\rdiosyst.new

DATE: October 2, 1992
TO: City Clerk
FROM: Public Works Manager
RE: NEW COMMUNICATION SYSTEM

The present radio communications system used by the City is an AGT system which was first installed in 1982 under a five year lease. In 1987, this lease was renewed for a further three years at a reduced lease rate. In 1990, the decision was made to determine the present communication needs of the City and identify a system to meet those needs. In the interim, we have been leasing from AGT on a month to month basis. The system we have now is more than ten year old technology and it is becoming impossible to obtain radios and spare parts.

In November 1990, a newspaper advertisement was placed for a pre-qualification submission to supply communication equipment to The City of Red Deer. We received five responses to that request. The firms were: Glenayre Communications; Ericsson G.E.; Search & Supply; Motorola and AGT. Of these, we qualified all but Search & Supply.

In May 1991 we hired the Etcom Consulting group to assist us in obtaining the system which would meet our needs. A request for proposal was sent out in May 1992 and proposals were received in July. In response to our proposal request, we received three submissions: some general information from Glenayre; a proposal from Ericsson G.E. which did not address all the areas requested and a joint proposal from Motorola and AGT. Our consultant has recommended we proceed with Motorola/AGT as our vendor of choice. Our agreement with AGT/Motorola would still be subject to finalization of our requirements and negotiating an acceptable contract. It is our intention to lease the equipment for a five year period.


The system proposed is called an 800 Trunking System and would be suitable for Fire Department, Emergency Measures and general City requirements. The City of Lethbridge has a similar system which we have observed and they are very pleased with it.

The present radio system is funded through lease payments in the Fire Department (\$70,000/year) and the equipment pool (\$150,000/year) budgets. It is intended the new system be funded the same way.

October 2, 1992
City Clerk
Page 2

RECOMMENDATION:

That the joint venture of Motorola/AGT be designated our preferred vendor for the new communications system and that negotiations proceed to obtain a contract with funding to be considered in the 1993 budget deliberations.



Gordon Stewart, P. Eng.
Public Works Manager

/blm

- c Fire Chief
- Bylaws & Inspections Assistant Manager
- E.L. & P. Manager
- Equipment Pool Administrator
- Director of Engineering Services

Commissioners' Comments

We would concur with the recommendations of the Public Works Manager.

"R.J. MCGHEE"
Mayor

"M.C. DAY"
City Commissioner

DATE: OCTOBER 14, 1992

TO: PUBLIC WORKS MANAGER

FROM: CITY CLERK

RE: NEW COMMUNICATION SYSTEM

Your report dated October 2, 1992 pertaining to the above matter was considered at the Council Meeting of October 13, 1992 and at which meeting the following motion was passed:

"RESOLVED that Council of The City of Red Deer agrees that the joint venture of Motorola/AGT be designated as the City's preferred vendor for the new communications system and that negotiations proceed to obtain a contract with funding to be considered in the 1993 budget deliberations and as recommended to Council October 13, 1992."

The decision of Council in this instance is submitted for your information and appropriate action.

Trusting you will find this satisfactory.



C. SEVCIK
City Clerk

CS/clr

cc: Director of Engineering Services
 Director of Financial Services
 Fire Chief
 Bylaws & Inspections Manager
 E L & P Manager
 Purchasing Agent
 Equipment Pool Administrator

NO. 8

DATE: October 1, 1992

TO: CITY COUNCIL

FROM: CHAIRMAN
MAYOR'S RECOGNITION AWARDS COMMITTEE

RE: ANNUAL REPORT

The Mayor's Recognition Awards Committee has completed its third year. The Presentation Ceremony to honour the 20 recipients of the 1992 Awards was held at the College Arts Centre on June 12. The following is a list of the recipients:

1. **Mayor's Special Award**
 - Dennis Johnson - Managing Editor, Red Deer College Press
2. **Fine and Performing Arts**
 - Lindsay Thurber Comprehensive High School Vocal Jazz Combo - Bronze Medallist in Choral Music, 1991 National Music Festival in Vancouver
 - Tina Hunter - Grand Award Winner, 1991 Youth Talent International
 - Claude LaPalme - Second place at 1991 International Competition for Young Conductors
 - Charles Wissinger - International acclaim in ceramics and development of Artist-in-Residence Program in Red Deer
3. **Citizenship - Continuous Voluntary Service**
 - Sadie Braun - Founding Director of Red Deer Chamber Singers
 - Dorothy Erickson - CanSurmount and Westerner Exposition Association volunteer
 - Hazel Flewwelling - Major fundraiser volunteer including current Library expansion
 - Agnes Harriman - Volunteer with Royal Canadian Legion Ladies Auxiliary, Girl Guides, and Tutor Bank.
4. **Citizenship - Distinguished Voluntary Service**
 - Pauline Avery - Volunteer with Cancer Centre and Red Deer Regional Hospital Voluntary Association, Lifeline Program
 - Donald Campbell - Volunteer with Royal Canadian Legion and Red Deer and District Museum
 - Allison Chafekar - Founding member of Red Deer Orchestra Association
 - Morris Flewwelling - Visionary and "Mover and Shaker" in the Arts, Historical Preservation and Education
 - Roy Frisken - Volunteer work with youth in Red Deer, most recently the 1390 Royal Canadian Army Cadet Corps.

City Council
Page 2
October 1, 1992

5. **Athletics**

- Jeff Violo - Freestyle Skiing
- Kari Barabonoff - Speed Skating
- Jeff Purdy - Speed Skating
- Dave Kozuback - Speed Skating
- Jeremy Kozuback - Speed Skating
- Jeremy Wotherspoon - Speed Skating

In 1992 the Mayor's Recognition Awards Committee established two subcommittees within its own membership. The Presentation Ceremony subcommittee is responsible for co-ordinating all aspects of the recognition evening held annually in June. The Promotion and Advertising subcommittee's major role will be the development of a strategy for the ongoing promotion of the Mayor's Recognition Awards, recognizing that promotion continues to be a critical aspect of the program. Part of the strategy will be the development of a script for presentation of the program to service clubs in the community.

In 1992 the Promotion and Advertising subcommittee prepared a wall display of the medallions, certificate, and presentation folder which will be on display at City Hall throughout the year and at the Arts Centre for the Annual Presentation Ceremony.

Nominations received this year for the 1993 awards will be based on the new Bylaw #3054/91 which was implemented following a major review of the program in 1991. The Fine and Performing Arts and Citizenship categories have some major changes which more accurately reflect the broad scope of potential nominees.

In summary, I believe that the Mayor's Recognition Awards Committee has had a successful year. I would like to thank the members of the Committee for their enthusiastic commitment of time and talent and to extend our appreciation to City Council for its continued support of this excellent program.


SCOTTY HULL, CHAIRMAN
Mayor's Recognition Awards Committee

/cjm

Commissioners' Comments

Submitted for Council's information only.

"R.J. MCGHEE"
Mayor

"M.C. DAY"
City Commissioner

DATE: OCTOBER 14, 1992
TO: MAYOR'S RECOGNITION AWARDS COMMITTEE
FROM: CITY CLERK
RE: ANNUAL REPORT

This is to advise that your Annual Report dated October 1, 1992 was presented on the Council agenda of October 13, 1992.

Your report was accepted for information purposes and agreed that same be filed.

We thank you for your report in this instance and with very best wishes.


C. SEVCIK
City Clerk

CS/clr

cc: Executive Assistant

DATE: OCTOBER 6, 1992
TO: CITY COUNCIL
FROM: CITY CLERK
**RE: MAJOR CONTINUOUS CORRIDOR - 54 AVENUE RE-ALIGNMENT
APPROVAL
PUBLIC RESERVE DESIGNATION**

At the Council Meeting of September 14, 1992 a resolution was passed agreeing to the disposal of the following public reserve in accordance with the requirements of the Planning Act:

1. All that portion of Lot R, Block 8, Plan 5551 K.S. lying within Road Plan 922 _____ containing 0.002 hectares more or less;
2. All that portion of Lot R -5, Plan 5365 N.Y. lying within Road Plan 922 _____ containing 0.069 hectares more or less.

Enclosed hereafter is a plan showing the reserve in question.

This office has advertised the proposed disposal and posted notices in accordance with the requirements of the Planning Act. No objections to the proposed disposal were received by Monday October 5, 1992 and accordingly, this is to advise that we will now proceed without further notice.

Submitted for Council's information only.


C. SEVCIK
City Clerk

CS/clr
Encls.

Commissioners' Comments

Submitted for Council's information only.

"R.J. MCGHEE"
Mayor

"M.C. DAY"
City Commissioner

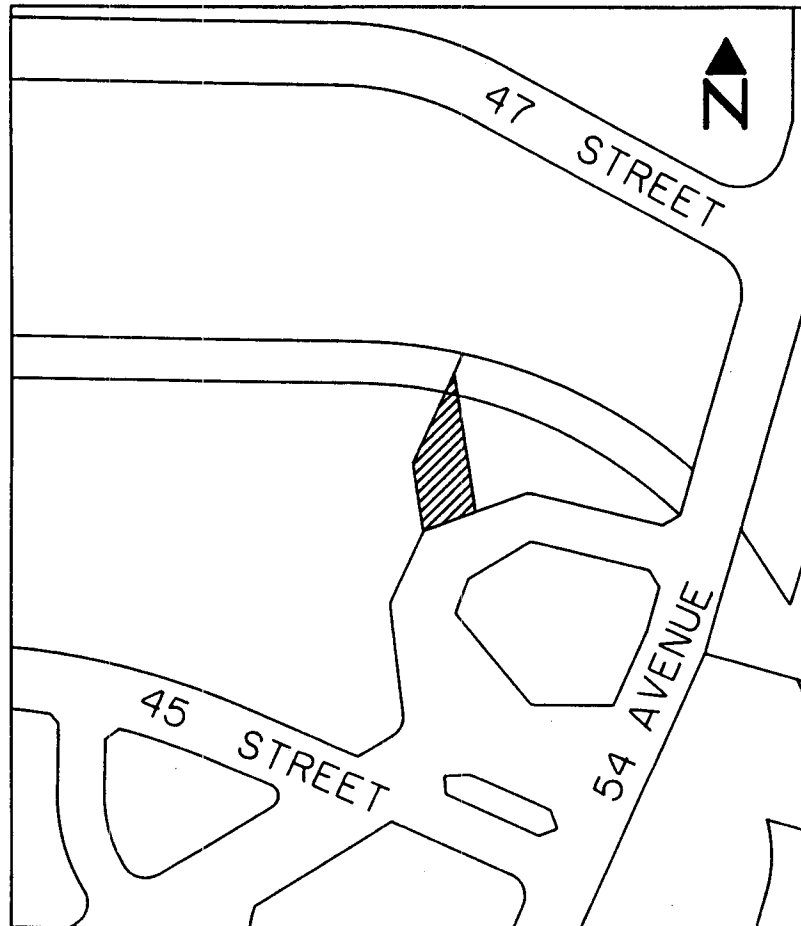


THE CITY OF RED DEER

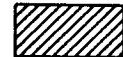
P. O. BOX 5008, RED DEER, ALBERTA T4N 3T4

FAX: (403) 346-8195

City Clerk's Department 342-8132



DISPOSAL OF PUBLIC RESERVE



DATE: SEPTEMBER 16, 1992

TO: ECONOMIC DEVELOPMENT MANAGER

FROM: CITY CLERK

**RE: MAJOR CONTINUOUS CORRIDOR
54 AVENUE REALIGNMENT
REMOVAL PUBLIC RESERVE DESIGNATION**

Your report dated September 8, 1992 pertaining to the above, was considered at the Council Meeting of September 14, 1992 and at which meeting Council passed the following motion in accordance with your recommendations:

"RESOLVED that Council of The City of Red Deer hereby agrees to the disposal of the following Public Reserve in accordance with the requirements of the Planning Act:

1. All that portion of Lot R, Block 8, Plan 5551 KS lying within Road Plan 922_____ containing 0.002 ha. more or less;
2. All that portion of Lot R-5, Plan 5365 NY lying within Road Plan 922_____ containing 0.069 ha. more or less

and as recommended to Council September 14, 1992."

The decision of Council in this instance is submitted for your information. This office will now proceed with advertising and posting notices in accordance with the requirements of the Planning Act.


C. SEVCIK
City Clerk

CS/clr

cc: Director of Community Services
Director of Engineering Services
City Assessor
Principal Planner
Council & Committee Secretary (Sandra)

*Sandra - to show me ads + posting before
issuance.*

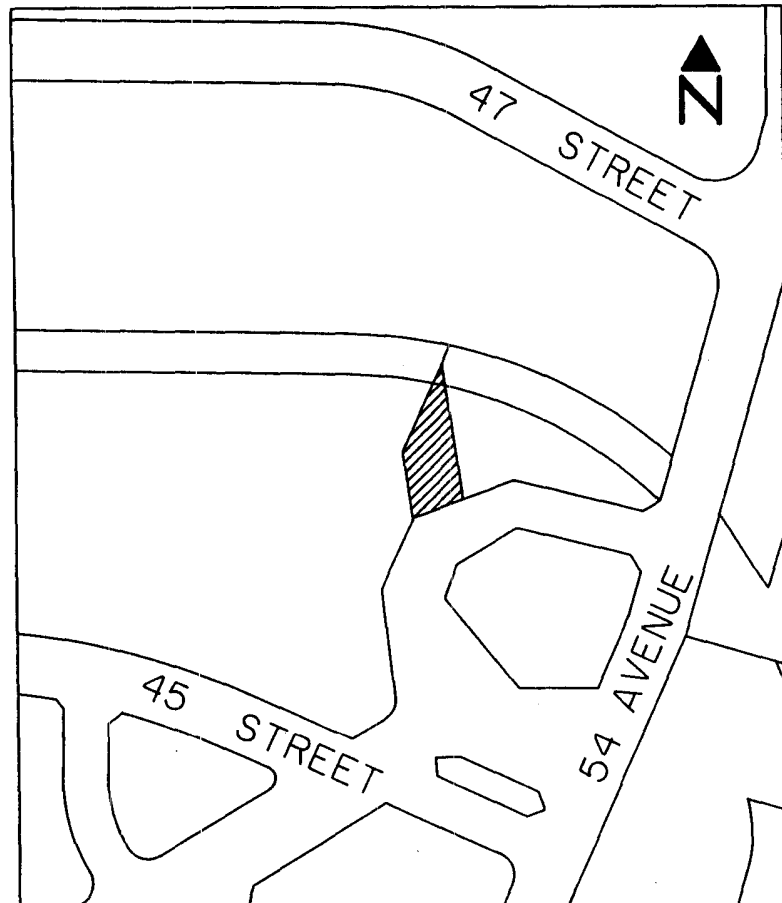


THE CITY OF RED DEER

P. O. BOX 5008, RED DEER, ALBERTA T4N 3T4

FAX: (403) 346-6195

City Clerk's Department 342-8132



DISPOSAL OF PUBLIC RESERVE



Pursuant to the provisions of The Planning Act, Chapter P-9, R.S.A. 1980 of the Province of Alberta, the Council of The City of Red Deer, at its meeting of September 14, 1992, passed a resolution indicating its intention to dispose of the public reserve as outlined in the above-noted plan and described as follows:

"All that portion of Lot R, Block 8, Plan 5551 K.S. lying within Road Plan 922 _____ containing 0.002 ha more or less;

All that portion of Lot R-5, Plan 5365 N.Y. lying within Road Plan 922 _____ containing 0.069 ha more or less.

Reserving thereout all Mines and Minerals."

If no objection to the proposed disposal of public reserve, as noted above, is received by MONDAY, OCTOBER 5, 1992, the Council of The City of Red Deer will proceed without further notice.

However, if any objection to the proposed disposal of public reserve, as noted above, is received by the City Clerk no later than MONDAY, OCTOBER 5, 1992, a Public Hearing will be held in the Council Chambers, City Hall, on TUESDAY, OCTOBER 13, 1992, commencing at 7:00 p.m. or as soon thereafter as Council may determine.

C. Sevcik
C. SEVCIK
City Clerk

POSTED on site this _____ day of September, 1992.

Signature

DATE: OCTOBER 14, 1992

TO: ECONOMIC DEVELOPMENT MANAGER

FROM: CITY CLERK

**RE: MAJOR CONTINUOUS CORRIDOR - 54 AVENUE RE-ALIGNMENT
 APPROVAL/PUBLIC RESERVE DESIGNATION REMOVAL**

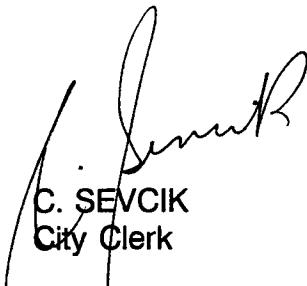
At the Council Meeting of September 14, 1992 a resolution was passed agreeing to the disposal of the following Public Reserve in accordance with the requirements of the Planning Act (see attached plan):

- 1) All that portion of Lot R, Block 8, Plan 5551 K.S. lying within Road Plan 922 ____ containing 0.002 hectares, more or less;
- 2) All that portion of Lot R-5, Plan 5365 N.Y. lying within Road Plan 922 ____ containing 0.069 hectares, more or less.

This office advertised the proposed disposal and posted notices in accordance with the Planning Act. No objections to the proposed disposal were received by Monday, October 15, 1992 and accordingly this is to advise that we may now proceed without further notice.

In this regard, I am enclosing herewith the Declaration to accompany the Legal Plan for submission to the Registrar.

Trusting you will find this satisfactory.



C. SEVCIK
City Clerk

CS/clr
Encls.

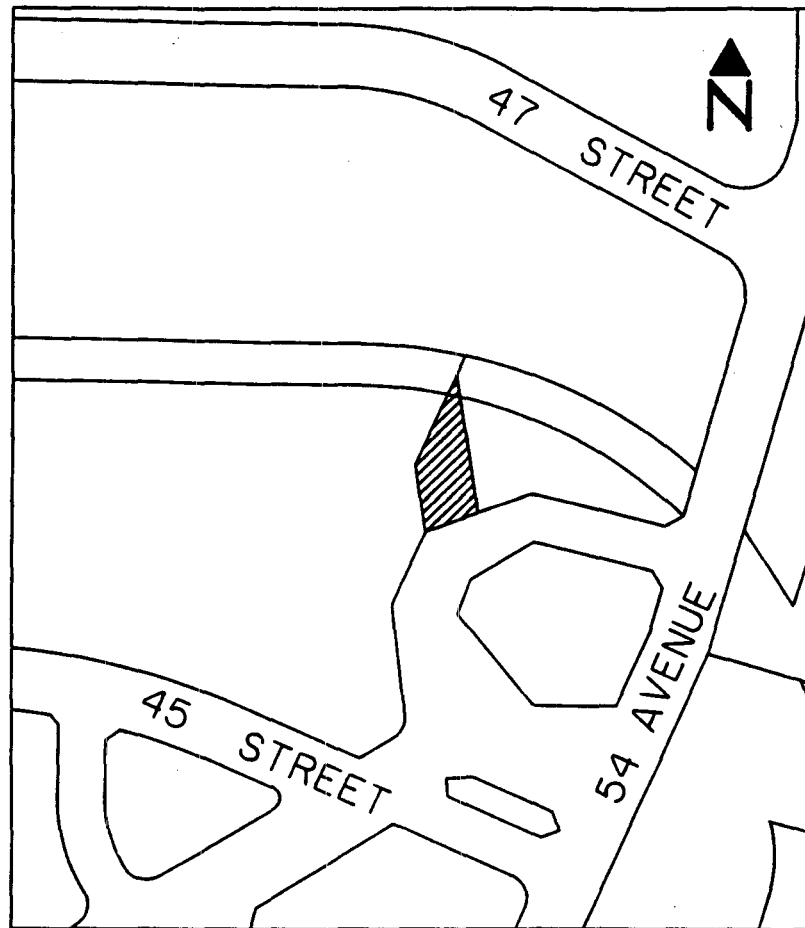
cc: Director of Community Services
 Director of Engineering Services
 City Assessor
 Principal Planner
 Land Supervisor

**THE CITY OF RED DEER**

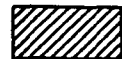
P. O. BOX 5008, RED DEER, ALBERTA T4N 3T4

FAX: (403) 348-8195

City Clerk's Department 342-8132



DISPOSAL OF PUBLIC RESERVE



C A N A D A

PROVINCE OF ALBERTA

TO WIT:

)
)
)
)
)

IN THE MATTER OF SECTION 117
OF THE PLANNING ACT 1980 R.S.

I, C. Sevcik, of The City of Red Deer, in the Province of Alberta, DO SOLEMNLY
DECLARE:

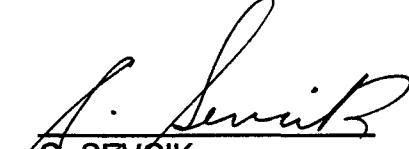
1. THAT I am the duly appointed City Clerk of The City of Red Deer and its proper officer in this behalf.
2. THAT the Council of The City of Red Deer wishes to dispose of a municipal reserve.
3. THAT The City of Red Deer has complied with the provisions of Sections 115 and 116 of The Planning Act, 1980.
4. THAT The City of Red Deer, in accordance with Section 117(1) of The Planning Act, 1980, requests the removal of the designation of municipal reserve from the lands described as follows:


1. All that portion of Lot R, Block 8, Plan 5551 K.S. lying within Road Plan 922 ____ containing 0.002 hectares, more or less;
2. All that portion of Lot R-5, Plan 5365 N.Y. lying within Road Plan 922 ____ containing 0.069 hectares, more or less.

AND I MAKE THIS SOLEMN DECLARATION conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and by virtue of The Canada Evidence Act.

DECLARED before me at the City of
Red Deer, in the Province of Alberta,
this 14 day of October,
A.D. 1992.

)
)
)
)
)


C. SEVCIK
City Clerk

 K. Kloss

A Commissioner of Oaths for and in
the Province of Alberta. my appt.
expires Nov. 20/93

NO. 10

DATE: October 2, 1992

TO: Mayor and Members of Council

FROM: Alan Scott, Manager Economic Development

RE: **OFFER TO PURCHASE - DEER PARK SUBDIVISION PHASE 5B
BY VOLK BUILDERS**

Attached is an Offer to Purchase for a portion of Phase 5B of the Deer Park residential subdivision, currently being developed by the City of Red Deer. The portion in question, consisting of Deltor Close, consists of 14 single family building lots, which are partially serviced and scheduled to be completed and offered by the City in 1993, as part of the final two phases of development in Deer Park.

Volk Builders is requesting that they be permitted to develop a senior housing complex, similar to that currently under construction on Dale Close. There is no indication of the number of units proposed, however, the Volk development on Dale Close is for 24 units on a parcel of land similar in size. The proposed development would require a rezoning from the existing R-1 designation.

The Land Bank Administration Plan, which has been adopted by City Council, provides for the sale of unserviced land to private developers:

"The sale of unserviced and partially serviced land to developers for residential and industrial land development. Sales will be on a first come basis, and include a development agreement negotiated with the Land Bank Administration and approved by City Council."

Volk Builders is asking that they be permitted to enter into an option agreement with the City of Red Deer for the Parcel in Phase 5B.

In making a decision on this issue, the following information may be helpful to City Council:

1. Deer Park Phases 4B, 4C and 5A, consisting of 64 single family and 7 duplex lots were recently offered for sale. As of September 30, 34 single family and all 7 duplex lots were sold, leaving 30 lots in inventory.

.../2

Mayor and Members of Council
 Page2
 October 2, 1992

2. A decision was made to hold Phases 4D and 5B of Deer Park, consisting of 50 single family lots, for sale in 1993. This decision was based on the fact that these are the City's only remaining residential lots in Deer Park, and the last East Hill development that can be undertaken without major investments in extending services.
3. The next East Hill development for the city will be Lancaster Meadows, which will require a major up-front investment. By holding Deer Park Phase 4D and 5B for sale in 1993, together with the remaining lots in inventory, it was felt this investment could be delayed for a minimum of 12 months.
4. While the sale of a portion of Phase 5B to the private sector would reduce our holdings on the East Hill to 36 developable lots for 1993, we still have an adequate supply of land in the north-west sector, which can be developed with somewhat lower front end costs.

Included will be some very high quality building lots on the east side of Oriole Park made available through the relocation of CP Rail, the first phase of which could be sold in 1993. Our ability therefore, to meet the terms of the Land Bank Strategy, would not be affected by this sale, inasmuch as we would maintain our percentage of the market. We would however, be limited in our offerings of land on the East Hill, and perhaps be required to make an investment in Lancaster Meadows earlier than anticipated.

These, then, are the facts which should be considered by Council in making a decision with respect to the sale of Deer Park Phase 5B. As indicated earlier, this portion of 5B is partially serviced in preparation for a 1993 sale. Including land and boundary services completed to date, we believe the market value of the Deltor Close portion of Phase 5B to be \$147,393 per acre. This also includes recreation and all other offsite levies. Some work remains to be done prior to the lots being made available for sale. Should the parcel be sold, the remainder of the servicing costs would be the responsibility of the developer.

Mayor and Members of Council
Page 3
October 2, 1992


RECOMMENDATION

We believe that the intent of the Land Bank Business Plan is to offer for sale to private developers, raw land suitable for residential development. To sell land which is almost completely developed, reduces the City's potential for generating a profit in the Land Bank, and depletes the inventory of residential building lots. The development proposed by Volk Builders requires a rezoning from the existing zoning and has an impact on the overall planning for the subdivision. For these reasons, we would recommend that the offer be rejected.

However, should Council agree to sell this portion of Phase 5B of Deer Park to Volk Builders, we would recommend the following conditions to apply:

- a. the selling price be \$147,393 per acre;
- b. the purchaser be responsible for completing servicing costs at his expense;
- c. costs associated with a new subdivision and survey be the responsibility of the developer;
- d. the sale be subject to approval of the required rezoning;
- e. the agreement be satisfactory to the City Solicitor.

Respectfully submitted,



Alan V. Scott

AVS/mm

c: Bill Lees, Land Supervisor

Volk Builders Ltd
 24 Muldrew Cres.,
 Red Deer, AB
 T4R 1R4

August 18, 1992

City of Red Deer
 Economic Development Office
 Attention: Al Scott

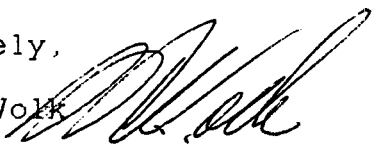
RE: Deer Park
 Deltor Close

At present we are developing a 24 unit senior housing project on Dale Close. The response to sales have been very good and it is becoming evident that the demand will exceed the supply for our type of senior housing.

It is our desire to enter into an option agreement with the City of Red Deer for the parcel of land known as Deltor Close for a continuation of our senior development.

We ask that our proposal be presented to council at their next regular meeting of August 31 at which time we would be more than pleased to attend to answer any concerns that may arise.

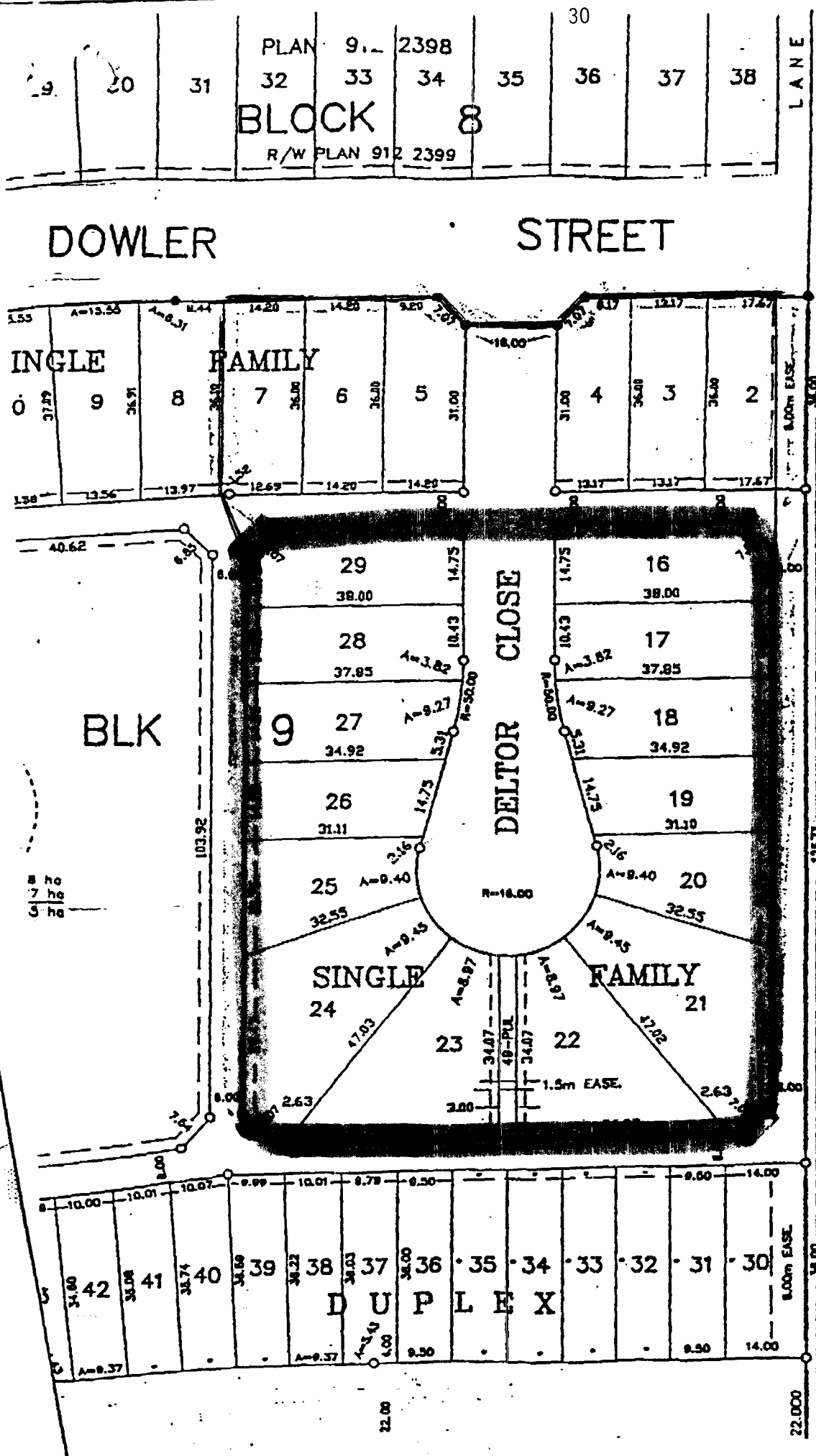
Sincerely,

Larry Volk 

cc.. City Clerks
 .. Land Dept.
 .. Engineering Dept.

THE CITY OF RED DEER
 CLERK'S DEPARTMENT

RECEIVED	
TIME	2:45 pm.
DATE	Aug 18/92
BY	Mary Mitchell



Commissioners' Comments

This is the area that was to be considered by Council for a private development, but was withdrawn prior to any discussion by Council. At that time, the offer to purchase was less than the recommended cost as indicated to Council. Mr. Volk had also submitted the present application, but was advised that under the new Land Bank policy, his application could not be considered until Council had dealt with the application before them.

We would concur with the recommendations of the Economic Development Manager that we not accept this offer as this would virtually eliminate a City presence on the East Hill without a substantial front end investment in the extension of services, which may or may not be acceptable to Council.

Should Council not agree with the recommendations, we would recommend that the sale be as outlined by the Economic Development Manager. As this land would require rezoning from single family development to multi family development after the fact, we would also recommend that the applicant be required to follow Council's directives for obtaining the views of the affected neighborhood as a condition of sale.

"R.J. MCGHEE"
Mayor

"M.C. DAY"
City Clerk

Volk Builders Ltd
24 Muldrew Cres.,
Red Deer, AB
T4R 1R4

August 18, 1992

City of Red Deer
Economic Development Office
Attention: Al Scott

RE: Deer Park
Deltor Close

At present we are developing a 24 unit senior housing project on Dale Close. The response to sales have been very good and it is becoming evident that the demand will exceed the supply for our type of senior housing.

It is our desire to enter into an option agreement with the City of Red Deer for the parcel of land known as Deltor Close for a continuation of our senior development.

We ask that our proposal be presented to council at their next regular meeting of August 31 at which time we would be more than pleased to attend to answer any concerns that may arise.

Sincerely,

Larry Volk

cc.. City Clerks
.. Land Dept.
.. Engineering Dept.

THE CITY OF RED DEER	
CLERK'S DEPARTMENT	
RECEIVED	
TIME	2:45 pm.
DATE	Aug 18/92
BY	May Mitchell



**RED DEER
REGIONAL PLANNING COMMISSION**

2830 BREMNER AVENUE, RED DEER,
ALBERTA, CANADA T4R 1M9

DIRECTOR: W. G. A. Shaw, ACP, MCIP

Telephone: (403) 343-3394
Fax: (403) 346-1570

MEMORANDUM

1952 - 1992

**CELEBRATING
40 YEARS
PLANNING SERVICE**

TO: Charles Sevcik, City Clerk

DATE: August 20, 1992

FROM: Frank Wong, Planning Assistant

RE: VOLK BUILDERS - DELTOR CLOSE

Volk Builders, who are developing the 24 unit senior housing project on Dale Close, indicates that the response to sales have been so good that the demand will exceed the supply for their types of senior housing. They would like to have an option agreement with the City for the parcel of land on Deltor Close, located adjacent to their development.

Another local company has recently expressed interest in acquiring the same property for development. Our response was to look at parcels of unserviced land in Lancaster Meadows, Kentwood, or Oriole Park instead of depleting the City's inventory of serviced lots. Our view with respect to the inquiry of Volk Builders is the same. We feel that this area should be made available through a lot draw next summer. The area is desired by numerous individuals, as evidenced by their phone inquiries, because of its proximity to the school site as well as being a "CLOSE".

Our recommendation is for the City to refuse all offers and make this area available next summer as scheduled.

FRANK WONG
PLANNING ASSISTANT

FW/eam

cc. Director of Community Services
Director of Financial Services
City Assessor
Public Works Manager

Director of Engineering Services
Bylaws & Inspections Manager
Fire Chief
Recreation and Culture Manager

MUNICIPALITIES WITHIN COMMISSION AREA

CITY OF RED DEER • MUNICIPAL DISTRICT OF CLEARWATER No. 99 • COUNTY OF STETTLE No. 6 • COUNTY OF LACOMBE No. 14 • COUNTY OF MOUNTAIN VIEW No. 17 • COUNTY OF
PAINT EARTH No. 18 • COUNTY OF RED DEER No. 23 • TOWN OF BLACKFALDS • TOWN OF BOWDEN • TOWN OF CARSTAIRS • TOWN OF CASTOR • TOWN OF CORONATION • TOWN OF
DIDSBURY • TOWN OF ECKVILLE • TOWN OF INNISFAIR • TOWN OF LACOMBE • TOWN OF OLDS • TOWN OF PENHOLD • TOWN OF ROCKY MOUNTAIN HOUSE • TOWN OF STETTLE
TOWN OF SUNDRE • TOWN OF SYLVAN LAKE • VILLAGE OF ALIX • VILLAGE OF BENTLEY • VILLAGE OF BIG VALLEY • VILLAGE OF BOTHA • VILLAGE OF CAROLINE • VILLAGE OF CLIVE
VILLAGE OF CREMONA • VILLAGE OF DELBURN • VILLAGE OF DONALDA • VILLAGE OF ELNORA • VILLAGE OF GADSBY • VILLAGE OF HALKIRK • VILLAGE OF MIRROR • SUMMER VILLAGE
OF BIRCHCLIFF • SUMMER VILLAGE OF GULL LAKE • SUMMER VILLAGE OF HALF MOON BAY • SUMMER VILLAGE OF JARVIS BAY • SUMMER VILLAGE OF NORGLAND
SUMMER VILLAGE OF ROCHON SANDS • SUMMER VILLAGE OF SUNBREAKER COVE • SUMMER VILLAGE OF WHITE SANDS
SUMMER VILLAGE OF BURNSTICK LAKE

DATE: August 19, 1992

FILE NO. 92-1727

TO: City Clerk

FROM: Bylaws and Inspections Manager

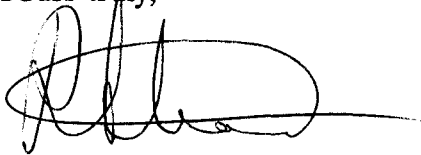
RE: **VOLK BUILDERS - DELTOR CLOSE**

In response to your memo regarding the above subject, we have the following comments for Council's consideration.

The site in question is presently zoned R1 which, if Mr. Volk's proposal is similar to others he has built, would not permit this use. We do not have any objections to a change in zoning.

Recommendation: That the site be rezoned R2, which would mean the proposal becomes a discretionary use, subject to Municipal Planning Commission approval.

Yours truly,

A handwritten signature in black ink, appearing to be 'R. Strader', with a large, sweeping loop at the end.

R. Strader
Bylaws and Inspections Manager
BUILDING INSPECTION DEPARTMENT

RS/vs

DATE: August 12, 1992
TO: City Clerk
FROM: Director of Financial Services
RE: VOLK BUILDERS - DELTOR CLOSE

Volk Builders are requesting they be allowed to purchase an adjacent close in Deer Park to extend their existing senior housing project of 24 units.

The close that an option is requested for is proposed for development by the City in 1993 for 14 single family lots if the six lots fronting on Dowler Street are not included.

If Deltor Close is sold to Volk Builders, then only 36 lots will be available for development and sale by the City in 1993 in Deer Park.

The sale of the area to Volk Builders would appear to help satisfy a need for housing designed for seniors.

Recommendation

That City Council agree to sell the area of Deltor Close to Volk Builders Ltd. subject to comments of other City departments and:

- An acceptable plan;
- an option period of 90 days;
- A price no less than the revenue the City would have received from the lot sale less costs the City would have incurred to complete development;
- Signing of a development agreement.



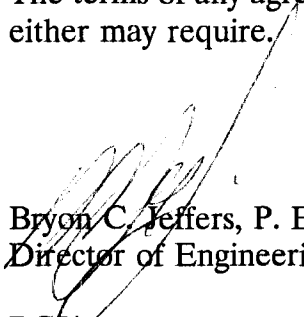
A. Wilcock, B. Comm., C.A.
Director of Financial Services

AW/jt

DATE: August 24, 1992
TO: City Clerk
FROM: Director of Engineering Services
RE: **DELTOR CLOSE - VOLK BUILDERS
CITY DEER PARK PHASE 5**

Our comments with respect to Mr. Volk's request to purchase Deltor Close would be essentially the same as those made with respect to Manifold's request to purchase to Close.

The terms of any agreement may vary from party to party based on the amount of servicing either may require.



Bryon C. Jeffers, P. Eng.
Director of Engineering Services

BCJ/emg
c.c. Director of Community Services
c.c. Director of Financial Services
c.c. By-laws and Inspections Manager
c.c. City Assessor
c.c. Fire Chief
c.c. Public Works Manager
c.c. Recreation & Culture Manager
c.c. Urban Planning Sections Manager

DATE: August 19, 1992

TO: City Clerk

FROM: Fire Chief

RE: Volk Builders - Deltor Close

We have no objections to this proposal.

A handwritten signature in black ink, appearing to read 'R. Oscroft', with a stylized flourish at the end.

R. Oscroft
FIRE CHIEF

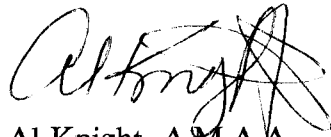
RO/cb

DATE: 25 August 1992
TO: City Clerk
FROM: City Assessor
RE: OFFER - VOLK BUILDERS - DELTOR CLOSE

This offer is on the same parcel of land that Manifold Holdings have made an offer on - Phase 5B of Deer Park. To utilize this area for Mr. Volk's building purpose, a zoning change would be required. We also believe that all comments made by other departments on Manifold Holdings Ltd.'s offer would apply to this offer. We cannot support the consideration of this sale in its partially developed state of development.

RECOMMENDATION

We respectfully recommend that this offer not be considered.



Al Knight, A.M.A.A.
City Assessor

AK/ngl

c.c. Director of Engineering Services
Director of Financial Services
Economic Development Manager
Red Deer Regional Planning Commission

DATE: August 19, 1992

TO: City Assessor

FROM: Director of Engineering Services

RE: **APPLICATION TO PURCHASE
CITY DEER PARK SUBDIVISION PHASE 5B**

We have reviewed the proposed Purchase Agreement by Manifold Holdings Ltd. for the above, and provide the following comments to assist in evaluation:

1. In accordance with Clause 5, 6, 7, and 8, we must, as part of the purchase price, recover the following items:

a. Off-site, Recreation Levy, and Area Improvement Charges	\$ 67,800
b. Boundary Improvement Costs	\$ 98,600
c. Existing On-site Expenditures	<u>\$ 33,800</u>
	\$ 200,200
2. Not included in these costs are legal survey costs, land costs, GST, carrying charges, or lost profit from land sales.

As an additional comment, if we compare the difference in revenue and costs for the City to:

1. sell off as per the proposal; and
2. sell off as single family units,

the results are as follows:

1. Difference in Revenue (Scenario 2 Revenue Less Scenario 1)

\$ 809,000 (as determined by Land and Tax Department)
<u>\$ 500,000 (proposed sale price)</u>
\$ 309,000

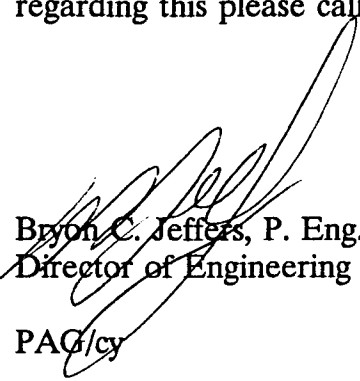
City Assessor
August 19, 1992
Page Two

2. Difference in Expenditure

The only difference to the City would be that in Scenario 2 we would have to pay the remainder of the servicing costs which are \$196,000 (GST not included).

Therefore, the difference to the City is a revenue loss of \$309,000 less \$196,000 = \$113,000.

I trust this will assist you in your evaluation of the proposal. If you have any questions regarding this please call.



Bryon C. Jeffers, P. Eng.
Director of Engineering Services

PAG/cy

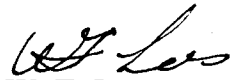
DATE: 25 August 1992
TO: City Assessor
FROM: Land Supervisor
RE: OFFER TO PURCHASE AREA 5B - CITY DEER PARK
MANIFOLD HOLDINGS LTD.

We submit the following:

1. The phase of City Deer Park known as "5B" has been registered by Plan 922-1961 with titles being created for the twenty single-family lots in the name of The City of Red Deer.
2. Zoning has been finalized as R-1.
3. The titles are encumbered by easement rights-of-way for servicing purposes.
4. Clause 8 may intend that no boundary charges and/or offsite levies would be payable by the developer when they enter into a development agreement.

No Transfer of Land should be released until all monies paid in trust to City Solicitor and a development agreement has been entered into by the City and Manifold.

5. This request should be circulated to the City Solicitor and Financial Director as well as the City Engineer.
6. The previous offer from an interested party determined an inhouse value of \$141,506/acre for land, recreation levies, boundary improvement charges and offsite levies.
7. City Council should be made aware that this phase is part of the 1993 lot inventory to be sold by the City and, if this block of lots is sold, the City will only have 30 lots available for sale in the southeast sector for at least two to three years until Lancaster Meadows is brought on stream.


W. F. Lees
Land Supervisor

WFL/ngl

Volk Builders Ltd
24 Muldrew Cres.,
Red Deer, AB
T4R 1R4

August 18, 1992

City of Red Deer
Economic Development Office
Attention: Al Scott

RE: Deer Park
Deltor Close

At present we are developing a 24 unit senior housing project on Dale Close. The response to sales have been very good and it is becoming evident that the demand will exceed the supply for our type of senior housing.

It is our desire to enter into an option agreement with the City of Red Deer for the parcel of land known as Deltor Close for a continuation of our senior development.

We ask that our proposal be presented to council at their next regular meeting of August 31 at which time we would be more than pleased to attend to answer any concerns that may arise.

Sincerely,


Larry Volk

cc.. City Clerks ✓
.. Land Dept.
.. Engineering Dept.

THE CITY OF RED DEER	
CLERK'S DEPARTMENT	
RECEIVED	
TIME	2:40 PM
DATE	AUG 18/92
BY	DL5

DATE August 18, 1992

TO: ☒ DIRECTOR OF COMMUNITY SERVICES
☒ DIRECTOR OF ENGINEERING SERVICES
☒ DIRECTOR OF FINANCIAL SERVICES
☒ BYLAWS & INSPECTIONS MANAGER
☐ CITY ASSESSOR
☐ COMPUTER SERVICES MANAGER
☒ ECONOMIC DEVELOPMENT MANAGER
☐ E.L. & P. MANAGER
☐ ENGINEERING DEPARTMENT MANAGER
☒ FIRE CHIEF
☐ PARKS MANAGER
☐ PERSONNEL MANAGER
☒ PUBLIC WORKS MANAGER
☐ R.C.M.P. INSPECTOR
☒ RECREATION & CULTURE MANAGER
☐ SOCIAL PLANNING MANAGER
☐ TRANSIT MANAGER
☐ TREASURY SERVICES MANAGER
☒ URBAN PLANNING SECTION MANAGER
☐

FROM: CITY CLERK

RE: Volk Builders - Deltor Close

Please submit comments on the attached to this office by August 24, 1992
_____ for the Council Agenda of August 31, 1992.


C. SEVCIK
City Clerk

**THE CITY OF RED DEER**

P. O. BOX 5008, RED DEER, ALBERTA T4N 3T4

FAX: (403) 346-6195

City Clerk's Department 342-8132

August 18, 1992

Volk Builders Ltd.
24 Muldrew Crescent
RED DEER, Alberta
T4R 1R4

ATTENTION: MR. LARRY VOLK

Dear Mr. Volk:

RE: DELTOR CLOSE

I acknowledge receipt of your letter dated August 18, 1992 regarding the above noted.

This item will be discussed at the meeting of Red Deer City Council on Monday, August 31, 1992. Council meetings begin at 4:30 p.m. and adjourn for the supper hour at 6:00 p.m., reconvening at 7:00 p.m.

In the event you wish to be present at the Council meeting, would you please telephone our office on Friday, August 28, 1992 and we will advise you of the approximate time that Council will be discussing this item.

Would you please enter City Hall on the west (parkside) entrance when arriving, and proceed up to the second floor Council Chambers.

This request has been circulated to City administration for comments, and should you wish to receive a copy of the administrative comments prior to the Council meeting, they may be picked up at our office on the second floor of City Hall on Friday, August 28th.

If you have any questions in the meantime, please do not hesitate to contact the writer.

Yours truly,



K. KLOSS
Assistant City Clerk

KK/dls

**RED DEER***a delight
to discover!*

DATE _____

TO:

- ☒ DIRECTOR OF COMMUNITY SERVICES
- ☒ DIRECTOR OF ENGINEERING SERVICES
- ☒ DIRECTOR OF FINANCIAL SERVICES
- ☒ BYLAWS & INSPECTIONS MANAGER
- ☒ CITY ASSESSOR
- ☐ COMPUTER SERVICES MANAGER
- ☒ ECONOMIC DEVELOPMENT MANAGER
- ☐ E.L. & P. MANAGER
- ☐ ENGINEERING DEPARTMENT MANAGER
- ☒ FIRE CHIEF
- ☐ PARKS MANAGER
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- ☐ SOCIAL PLANNING MANAGER
- ☐ TRANSIT MANAGER
- ☐ TREASURY SERVICES MANAGER
- ☒ URBAN PLANNING SECTION MANAGER
- ☐

FROM: CITY CLERK

RE: Volk Builders - De/tor Close

Please submit comments on the attached to this office by August 24
_____ for the Council Agenda of Aug 31/92.

☒ ACKNOWLEDGE

C. SEVCIK
City Clerk

DATE August 18, 1992

TO:

☒ DIRECTOR OF COMMUNITY SERVICES
☒ DIRECTOR OF ENGINEERING SERVICES
☒ DIRECTOR OF FINANCIAL SERVICES
☒ BYLAWS & INSPECTIONS MANAGER
☒ CITY ASSESSOR
☐ COMPUTER SERVICES MANAGER
☐ ECONOMIC DEVELOPMENT MANAGER
☐ E.L. & P. MANAGER
☐ ENGINEERING DEPARTMENT MANAGER
☒ FIRE CHIEF
☐ PARKS MANAGER
☐ PERSONNEL MANAGER
☒ PUBLIC WORKS MANAGER
☐ R.C.M.P. INSPECTOR
☒ RECREATION & CULTURE MANAGER
☐ SOCIAL PLANNING MANAGER
☐ TRANSIT MANAGER
☐ TREASURY SERVICES MANAGER
☒ URBAN PLANNING SECTION MANAGER
☐

CITY OF RED DEER
RECEIVED

AUG 19 1992

PUBLIC WORKS DEPT.

TO *FROM:*

CITY CLERK

RE: Volk Builders - Deltor Close

Please submit comments on the attached to this office by August 24, 1992
_____ for the Council Agenda of August 31, 1992.

*Engineering
will reply*

92-08-17

C. Sevcik
C. SEVCIK
City Clerk

DATE: August 20, 1992

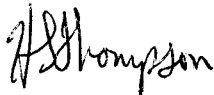
TO: City Clerk

FROM: Economic Development Department

RE: **OFFER TO PURCHASE
DEER PARK SUBDIVISION PHASE 5B (DELTOR CLOSE)
BY VOLK BUILDERS**

Volk Builders Ltd. is offering to purchase Deltor Close, a portion of Phase 5B in Deer Park, which consists of 14 single family building lots. Volk Builders is proposing to develop a senior housing project similar to the one under construction on Dale Close.

The City already has an offer by Manifold Holdings Ltd. for this particular site on this agenda. In the absence of the Economic Development Manager, the same comments regarding Manifold Holdings' proposal, with the price adjusted accordingly, would be applicable.



Howard Thompson
ECONOMIC DEVELOPMENT OFFICER

/mm

City Assessor
 August 19, 1992
 Page Two

2. Difference in Expenditure

The only difference to the City would be that in Scenario 2 we would have to pay the remainder of the servicing costs which are \$196,000 (GST not included).

Therefore, the difference to the City is a revenue loss of \$309,000 less \$196,000 = \$113,000.

I trust this will assist you in your evaluation of the proposal. If you have any questions regarding this please call.

Bryon C. Jeffers, P. Eng.
 Director of Engineering Services

PAG/cy

Commissioners' Comments

We would concur with the comments of the Administration that this land not be sold to Manifold Holdings Ltd. As outlined in the reports, we believe the intent of the revised policy for the Land Bank was the sale of unserviced or partially serviced land and not land which is almost complete and intended for sale to individuals and contractors, not developers. In addition, in the current circumstances the sale of this property would virtually eliminate a City presence on the East Hill without a substantial front end investment in the extension of services. This may or may not be acceptable to Council.

Should Council not agree with the recommendations, but prefer instead to sell the land to Manifold, we would recommend that it be at the price outlined by the Administration. For Council's information, we have received a letter from a contractor (Volk Builders) wishing to purchase this land, but in accordance with the Land Bank Administration Plan adopted by Council, sales will be on a first come basis. Accordingly, we have advised the contractor that his application cannot be considered until Council has dealt with the current application.

"R.J. MCGHEE"
 Mayor

"M.C. DAY"
 City Commissioner

DATE: OCTOBER 16, 1992

TO: ECONOMIC DEVELOPMENT MANAGER

FROM: CITY CLERK

RE: OFFER TO PURCHASE DEER PARK SUBDIVISION PHASE 5B BY VOLK BUILDERS

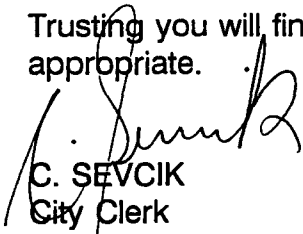
Your report dated October 2, 1992 pertaining to the above topic was considered at the Council Meeting of October 13, 1992 and at which meeting the following motion was passed:

"RESOLVED that Council of The City of Red Deer having considered Offer to Purchase Deer Park Subdivision Phase 5B by Volk Builders to develop thereon a senior housing complex, hereby agrees that said offer be accepted subject to the following conditions:

1. Selling price of \$147,393 per acre
2. The purchaser be responsible for completing servicing costs at his expense
3. The costs associated with the new subdivision and surveyed to be the responsibility of the developer
4. The sale to be subject to approval of the required rezoning
5. The applicant to be required to follow Council's directives for obtaining the views of the affected neighbourhood
6. An agreement satisfactory to the City Solicitor."

The decision of Council in this instance is submitted for your information and I trust that you will notify Volk Builders of Council's decision. By way of a copy of this memo we are requesting the Planning Commission to prepare a Bylaw Amendment for consideration at the November 9 Council Meeting. We are also requesting the Planning Commission to advise Mr. Volk with regard to the procedures for obtaining the views of the effected neighbourhood in accordance with Council's approved policy 823 - Outline Plan and Subdivision Guidelines.

Trusting you will find this satisfactory and that you will take whatever action is deemed appropriate.


C. SEVCIK
City Clerk
CS/dlr

cc: Director Community Services
Director of Engineering Services
Bylaws & Inspections Manager
City Assessor
Land Supervisor
E L & P Manager
Fire Chief
Public Works Manager
Parks Manager
City Solicitor

DATE: September 30, 1992

FILE NO. R-39127

TO: Charlie Sevcik
City Clerk

FROM: Lowell R. Hodgson
Recreation & Culture Manager

RE: ALBERTA SPORTS HALL OF FAME & MUSEUM

In accordance with our bid proposal to the Alberta Sport Council, I am attaching a copy of the agreement between the City of Red Deer and the Alberta Sport Council for a 99-year lease of a 2-acre site at Heritage Ranch as prepared by our solicitor.

This agreement is now ready for signature.



LOWELL R. HODGSON
Recreation & Culture Manager

/mm

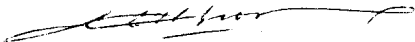
c Craig Curtis, Director of Community Services

*Mary advised that lease is on its way. She thinks
its with Craig.*

NO. 11**DATE: September 30, 1992****FILE NO. R-39127****TO: Charlie Sevcik
City Clerk****FROM: Lowell R. Hodgson
Recreation & Culture Manager****RE: ALBERTA SPORTS HALL OF FAME & MUSEUM**

In accordance with our bid proposal to the Alberta Sport Council, I am attaching a copy of the agreement between the City of Red Deer and the Alberta Sport Council for a 99-year lease of a 2-acre site at Heritage Ranch as prepared by our solicitor.

This agreement is now ready for signature.



LOWELL R. HODGSON
Recreation & Culture Manager

/mm

c Craig Curtis, Director of Community Services

DATE: October 5, 1992

CS-3.794

TO: CHARLIE SEVCIK
City Clerk

FROM: CRAIG CURTIS, Director
Community Services Division

RE: LEASE OF SITE FOR
ALBERTA SPORTS HALL OF FAME & MUSEUM
Your memo dated October 2, 1992 refers.

1. A proposal for the City to make a bid for the Alberta Sports Hall of Fame & Museum to be located in Red Deer was considered by City Council at its meeting on August 20, 1990, when the following resolution was adopted:

"RESOLVED that Council of The City of Red Deer having considered report from the Director of Community Services, Recreation & Culture Manager, and Principal Planner, Red Deer Regional Planning Commission, dated August 9, 1990, re: Alberta Sport Council Proposal Call - Alberta Sports Hall of Fame and Museum, hereby agrees to:

1. Approve the submission of a bid to the Alberta Sport Council for the location of the Alberta Sports Hall of Fame in Red Deer, based upon the dedication of either of the two sites as outlined in the above-noted report.
2. Authorize the Community Services Division and the Red Deer Regional Planning Commission to jointly prepare the bid on behalf of the City.
3. Request the Tourist & Convention Board to accommodate a site for the Alberta Sports Hall of Fame as one option in the design concepts now being prepared for the "crossing" development.

and as recommended to Council August 20, 1990."

2. The Alberta Sport Council received numerous bids for this facility and, following a lengthy review process, the City was ultimately selected. City Council subsequently approved funds for the design and installation of services utilizing grants available through the Community Tourism Action Program (CTAP).

.../2

Charlie Sevcik

Page 2

October 5, 1992

Lease of Site for A.S.H.F. & M.

3. The Mayor met with the Alberta Sports Hall of Fame Standing Committee and negotiated the terms of the lease, which are included in the attached agreement prepared by the City Solicitor.

4. **RECOMMENDATION**

It is recommended that City Council approve the lease agreement with the Alberta Sport Council for a 2.0 acre site at Heritage Ranch for future construction of the Alberta Sports Hall of Fame & Museum, and subject to the conditions outlined in the original bid submission.



CRAIG CURTIS

:dmg

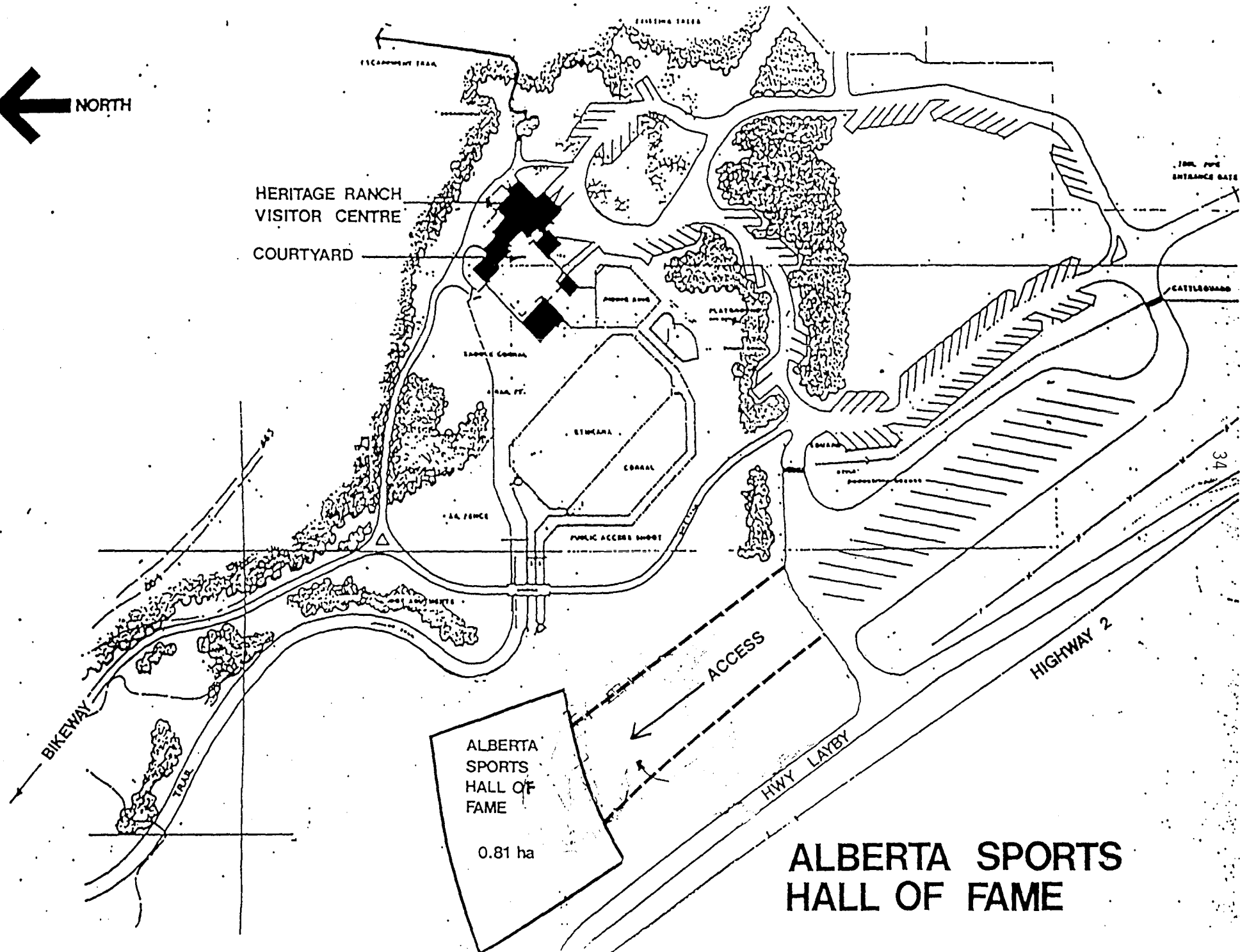
- c. Don Batchelor, Parks Manager
 Lowell Hodgson, Recreation & Culture Manager
 Paul Meyette, Principal Planner, R.D.R.P.C.
 Wendy Martindale, Visitor & Convention Bureau Manager
 Morris Flewwelling, Museums Director

Commissioners' Comments

We would concur and recommend Council approve the agreement and authorize the Mayor and City Clerk to execute the said agreement on behalf of the City.

"R.J. MCGHEE"
 Mayor

"M.C. DAY"
 City Commissioner



CHAPMAN RIEBEEK SIMPSON CHAPMAN WANLESS

Barristers & Solicitors

THOMAS H. CHAPMAN, Q.C.*
NICK P. W. RIEBEEK*
DONALD J. SIMPSON
T. KENT CHAPMAN*
GARY W. WANLESS*
LORNE E. GODDARD
GERI M. CHRISTMAN

208 Professional Building
4808 Ross Street
Red Deer, Alberta T4N 1X5
TELEPHONE (403) 346-6603
TELECOPIER (403) 340-1280

*Denotes Professional Corporation

Your file:
Our file: CITY GENERAL

October 1, 1992

City of Red Deer
P.O. Box 5008
City Hall
Red Deer, Alberta T4N 3T4

Attn: City Clerk

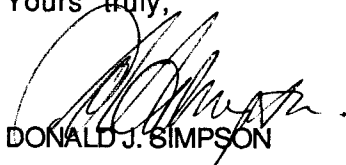
Dear Sir:

Re: AGENDA - OCTOBER 13, 1992 - ALBERTA SPORTS HALL OF FAME

Enclosed further to Mr. Hodgson's request please find a form of agreement on the above matter satisfactory to both ourselves and the solicitors for the Alberta Sport Council.

I trust this is satisfactory.

Yours truly,



DONALD J. SIMPSON

CHAPMAN RIEBEEK SIMPSON CHAPMAN WANLESS

Barristers & Solicitors

THOMAS H. CHAPMAN, Q.C.*
NICK P. W. RIEBEEK*
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Your file:

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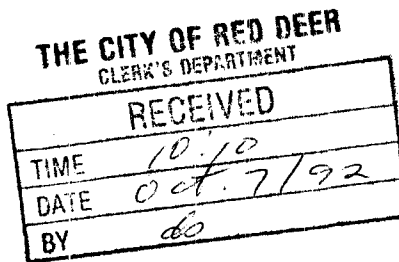
October 7, 1992

City of Red Deer
P.O. Box 5008
City Hall
Red Deer, Alberta T4N 3T4

Attn: Charles Sevcik, City Clerk

Dear Sir:

Re: SPORTS HALL OF FAME LEASE

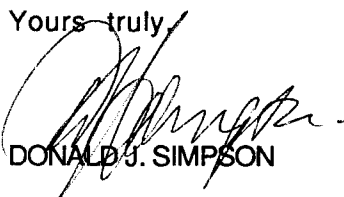


Enclosed please find a revised form of lease re the Sports Hall of Fame. Lowell Hodgson advised that Mr. Day indicated he felt changes to the Lease were appropriate and I have therefore altered the lease as follows:

- a) Clause 6 changed to fix a term of 50 years instead of 99 years;
- b) Clause 30 amended to require the City's prior consent to any assignment.

I trust this is what you require.

Yours truly,


DONALD J. SIMPSON

LEASE AGREEMENT

DATED _____ day of _____, 1992.

BETWEEN:

THE CITY OF RED DEER
("the Lessor")

- and -

THE ALBERTA SPORT COUNCIL
("the Lessee")

Background

1. The City owns land in Red Deer, Alberta on which the Alberta Sport Council wishes to construct a building to serve as the Alberta Sports Hall of Fame and Museum. The City agrees that this would be mutually beneficial and both parties wish to enter into a lease agreement.

2. The land owned by the City is legally described as:

S.W. 1/4 of 18 - 38 - 27 - W4th
Containing 155.23 acres, more or less,
Excepting thereout:

- A. Parcel A containing 21.83 acres more or less as shown on file Plan 3638 K.S.
- B. Parcel B containing 20.0 acres more or less as shown on file Plan 5446 K.S.
- C. 0.10 of an acre more or less which lies to the East of the left bank of the Red Deer River as shown on a Plan of Survey of the said Township signed in Ottawa on August 6, 1884.
- D. 19.10 acres Road Plan 2082 L.Z.
- E. 13.66 acres Road Plan 2082 L.Z.
- F. 0.52 acre Subdivision Plan 772 0428

RESERVING thereout all mines and minerals

- and -

All that portion of the N.W. 1/4 of 18 - 38 - 27 - W4th
lying to the West of the Red Deer River as shown on a Plan of Survey
of the said Township signed at Ottawa on August 6, 1884 containing
117.50 acres more or less

Excepting thereout 1.47 acres more or less as shown on Road Plan
2082 L.Z.

RESERVING thereout all mines and minerals;

("the said lands")

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

PART I - PRELIMINARY MATTERS

CONDITIONS

1. The Alberta Sport Council through their Standing Committee on the Alberta Sports Hall of Fame and Museum and through the Friends of the Alberta Sports Hall of Fame and Museum Society will attempt to raise capital development funds and an operating fund. If they are not able to raise sufficient funds to the satisfaction of both parties then this agreement will terminate and have no further effect.

2. The Alberta Sport Council will prepare a two year fund-raising plan which will contain annual fund-raising targets. This Agreement will be reviewed by the parties by July 1 of each year starting on July 1, 1993 to determine if those targets have been met. Where the fund-raising targets have not been met, then either party shall be at liberty to terminate this agreement.

3. It shall be a further condition of this lease that appropriate zoning approval for the proposed building must be obtained before the lease can come into

effect. The City undertakes to use its best efforts to obtain all of the necessary zoning amendments and approvals.

PART II - LEASE AGREEMENT

PREMISES

4. The Lessor hereby demises and leases to the Lessee 2 acres of the said lands as shown in the sketch attached as Schedule A hereto (the "demised lands") The Lessor further agrees to construct road access to the demised lands and to provide utility services to the property line of the site, including water, power, sewer, gas and telephone, at the Lessor's sole expense.

USE OF PREMISES

5. The Lessee will use the demised lands only for the purpose of constructing, maintaining and operating a building to serve as the Alberta Sports Hall of Fame and Museum (the "Museum"). The Lessee agrees that it will not construct any building, including signs, except with the prior approval of the Lessor as to the design, plans and specifications thereof. The Lessee further acknowledges that, on a parcel adjacent to the proposed Museum, the Lessor contemplates construction and operation of a facility to be known as "the Crossing" which may contain a restaurant and other services. The Lessee therefore agrees not to build or operate a restaurant in its facility without the prior agreement of the Lessor. The Lessor acknowledges and agrees that the Lessee will not be required to undertake any construction on the demised lands until the funds to complete the construction of the Museum have been raised and the Alberta Sport Council Board of Directors has granted its approval thereto.

TERM

6. The term of the lease shall be for a period of 50 years commencing on the date of execution of this agreement. It is understood and agreed that the Lessee shall have no obligation under this lease until it commences construction of the Museum, and in the event that construction of the Museum has not commenced by July 1, 1995 then the Lessee may terminate this lease and neither party shall have any liability to the other at law or in equity.

CONSIDERATION

7. No rent shall be payable in respect of the lease of the demised lands. Instead, the Lessor acknowledges that the construction, maintenance and operation of the Alberta Sports Hall of Fame and Museum will bring substantial benefits to the City of Red Deer and as such will serve as good and valuable consideration for this lease.

UTILITIES AND TAXES

8. The Lessee shall be responsible to pay all charges for water, sewer, electricity, heating, and garbage collection, and all other charges, rates, and property and local improvement taxes, which shall be assessed or chargeable to the demised lands and improvements thereon as and when the same become due and payable, it being understood and agreed that the Lessee shall have no obligation to pay any of the foregoing until it commences construction of the Museum.

REPAIRS AND MAINTENANCE

9. The Lessee shall keep the demised lands and all improvements located thereon, including fencing, in a state of good repair at all times and immediately give notice to the Lessor of any damage to the demised lands or the improvements located thereon. The Lessor has the right at any reasonable time to enter and view the condition of the demised lands and improvements.

10. Any damage to the demised lands or the improvements thereon, ordinary wear and tear excepted, shall be promptly repaired at the expense of the Lessee upon receipt of a demand in writing from the Lessor, and such repairs shall be carried out to the satisfaction of the Lessor. If the Lessee fails to make such repairs the same may be made by the Lessor at the expense of the Lessee and shall be paid by the Lessee within fifteen (15) days after receipt by the Lessee of a statement for such repairs. Such covenant to repair shall include the obligation at the Lessee's expense to:

- a) operate, maintain, and keep in good order, clean and neat condition and repair, the demised lands and all improvements located thereon;

- b) comply with the requirements of every applicable statute, law, ordinance and by-law and with every applicable lawful regulation or order with respect to the condition, maintenance, use or occupation of the demised lands, or any equipment or machinery located therein;
- c) comply with any reasonable application, regulation or recommendation of the Canadian Underwriters Association or of any other body or Association having similar functions or of any liability or fire insurance company by which the Lessor and/or Lessee may be insured.

IMPROVEMENTS

11. The Lessee may construct improvements on the demised lands, provided that the City's approval thereof in writing, and any other authorized approving body, and the approval of the Minister shall have been first obtained.

12. At the expiry or sooner determination of the term of the lease, any building or other improvements upon the demised lands shall, at the option of the Lessor, become the sole and exclusive property of the Lessor.

LIENS

13. The Lessee shall not suffer or permit any lien or other charges to be filed or registered against the demised lands, the Lessee's building or any fixtures or improvements on the demised lands by reason of work, labour, services or materials supplied, or claimed to have been supplied to the Lessee or anyone holding any interest in any part thereof through or under the lease. If any such lien shall at any time be filed or registered, the Lessee shall procure its discharge within ten (10) days after the lien has come to the notice or the knowledge of the Lessee. The Lessor may, but shall not be obliged to, procure a discharge of any lien filed or registered at any time if, in the Lessor's judgment, the demised lands or the Lessee's building or any part thereof or the Lessee's interest therein becomes liable to any forfeiture or sale or otherwise be in jeopardy and any amount paid by the Lessor in so doing, together with reasonable costs and expenses of the Lessor, shall be reimbursed to the Lessor by the Lessee on demand together with the interest at the rate of fifteen (15%) per cent per annum from the date

such expense or cost was incurred until paid, and may be recovered as rent in arrears. Nothing herein contained shall preclude the Lessee from discharging any lien through proceedings which preserve the Lessee's right to afterwards contest the validity of such lien.

PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

14. Upon commencing construction of the Museum the Lessee shall put in place and shall thereafter maintain at all times during the term of this lease for the mutual benefit of the Lessor and the Lessee:

- a) a comprehensive general liability insurance policy against claims for personal injury, death, or property damage occurring upon, in or about the demised lands, such insurance to afford protection to a limit of not less than Five Hundred Thousand (\$500,000.00) Dollars with respect to injury or death to a single person and to a limit of not less than One Million (\$1,000,000.00) Dollars with respect to any one accident and to a limit of not less than Five Hundred Thousand (\$500,000.00) Dollars with respect to property damage . Such insurance shall include coverage for contractual liability. The Lessee covenants, agrees and undertakes to have the aforementioned minimum insurance coverage limits increased to an amount satisfactory to the Lessor, upon notice to do so by the Lessor and shall produce evidence of the existence of insurance from time to time if so requested by the Lessor;
- b) Insurance on the demised lands and all the improvements thereon against loss or damage by fire, wind, storm, hail, lightning, explosion, riot, earthquake, impact by aircraft or vehicles, smoke, collapse and against such other risks or perils including boiler explosion, as the Lessor may from time to time require, with the extended coverage and replacement costs endorsements to the full and insurable value of the building and all improvements made on the demised lands and shall produce evidence of the existence of such insurance from time to time if so requested by the Lessor.

15. All insurance policies shall name the Lessor and the Lessee as insureds, and shall contain a clause that the insurer will not cancel or change the insurance without first giving the Lessor thirty (30) days prior written notice.

16. If the Lessee neglects or omits to place insurance coverage or neglects or omits to pay the premiums for any insurance coverage, then the Lessor may place insurance coverage or pay such premiums and may thereupon charge the premiums to the Lessee, who shall pay the same to the Lessor forthwith as additional rent, and the Lessee agrees with the Lessor that the Lessor shall have the same remedies and may take the same steps for the recovery thereof as the Lessor may take for recovery of rent in arrears.

17. The Lessee shall be responsible for the placement of insurance to cover loss or damage to its personal property.

ORDINANCES

18. The Lessee shall observe and fulfill the lawful conditions and requirements of all statutes, orders in council, by-laws, rules and regulations of the Municipal, Provincial or Federal Government, now or hereafter enacted which in any manner relate to or affect the demised lands or the use thereof.

QUIET ENJOYMENT

19. The Lessor covenants with the Lessee that upon the Lessee performing and observing the Lessee's covenants and agreements herein contained, the Lessee shall and may peaceably possess, occupy and enjoy the demised lands for the term hereby granted.

DEFAULT AND TERMINATION

20. If :

- a) the Lessee fails to pay any payment due under this lease as additional rental, or if the Lessee fails to perform any of its obligations under this lease; or

- b) the demised lands shall without the written consent of the Lessor become and remain vacant for a period of thirty (30) days, or be used by any other persons than such are entitled to use them under the terms of this lease; or
- c) the demised premise be used for any purpose other than that for which the same are demised as hereinbefore provided; or
- d) the Lessee shall without the written consent of the Lessor abandon or attempt to abandon the demised lands;

then and in every such event the Lessor may at its option terminate this lease upon written notice to the Lessee and may re-enter and take possession of the demised lands as though the term ended by the expiration of the time fixed in this lease, unless the Lessee then is in good faith remedying or attempting to remedy the default.

FIRE

21. (1) If during the term of this lease the improvements constructed on the demised lands shall be so damaged by fire or other cause or be partially destroyed or damaged so as to make the said improvements wholly or partially unfit for occupation, and if the said improvements cannot be rebuilt or repaired within ninety (90) days, the Lessee may, in its sole option, by notice in writing to the Lessor, forthwith determine to put an end to this lease and the Lessor may thereupon deal with the demised lands as fully and effectively as if these presents had not been entered into.

22. If the Lessee decides not to rebuilt or repaired the improvements and puts an end to this lease, and if the Lessor so instructs, the Lessee shall remove the remainder of any buildings and improvements and all debris from the demised lands, ensure that all utility services are properly terminated, remove any footings or foundations located on the demised lands, and leave the demised lands level and free from obstruction, failing which the Lessor may cause the debris to be removed, the utility services terminated, any footings and foundations to be removed, and all steps that are necessary to leave the demised lands level and free from obstruction to be

Draft - 1 Oct 92

taken, at the expense of the lessee. The Lessee covenants to pay the Lessor forthwith the costs of the foregoing.

23. If the Lessee determines that the building can be repaired or rebuilt within 90 days it shall proceed with all dispatch to repair and rebuild the same within that time.

24. In no case shall the Lessor be liable to the Lessee for any loss or damage of any nature or kind caused by such fire or other cause.

INDEMNIFICATION

25. The Lessee shall indemnify and save harmless the Lessor of and from all claims and expenses of any kind or nature which the Lessor may become liable for or suffer by reason of any breach, violation or non-performance by the Lessee of any covenant, term or provision hereof or by reason of any injury occasioned to or suffered by any person or persons or any property by reason of any act, neglect or default on the part of the Lessee or any of its employees, agents, independent contractors, invitees, licensees or trespassers.

26. If the Lessor should, without fault on its part, be made a party to any litigation commenced by or against the Lessee, the Lessee shall indemnify and save harmless the Lessor from and against any and all claims or liability resulting from such litigation.

LIABILITY

27. The Lessor shall not be liable in any way for:

- a) any loss, injury or damage caused to any person or persons or for loss of or damage to any property belonging to the Lessee or to employees, agents, invitees, or licensees of the Lessee while such person or property is in or about the demised lands, including (without restricting the generality of the foregoing) any injury to

persons or loss of or damage to any such property caused by theft or break-in;

- b) to person or property resulting from falling plaster, steam, electricity, water, rain, ice, snow, dampness or natural gas or from any cause whatsoever;
- c) any loss or damage caused by or attributable to the condition or arrangement of any electric or other wiring, plumbing, heating, air conditioning, gas, telephone and any other utility service supplied to and used on or in connection with the demised lands or for any interruption with or cessation of the supply of heat, water electricity or other utility service to the demised lands;
- d) any loss or damage caused by acts or omissions of other tenants or occupants, their employees or agents, or any person not an employee or agent of the Lessor, or for damage caused by the construction of any public or quasi-public works;
- e) any consequential or indirect loss or damages suffered by the Lessee;
- f) any damage or injury caused by anything done or omitted to be done by the Lessee (whether required by this lease or not) or for any other loss whatsoever of the Lessee with respect to the demised lands or the business of the Lessee carried on therein.

REGISTRATION OF CAVEATS

28. The Lessee may register a caveat in respect of this lease at the North Alberta Land Titles Office.

ARBITRATION

29. If the parties cannot agree as to any matter in dispute under this agreement, then such dispute shall be referred to arbitration in accordance with the Arbitration Act of Alberta.

ASSIGNMENT

30. The Lessee may not assign this lease without the prior written consent of the Lessor, which consent shall not be unreasonably withheld.

LACHES

31. Failure of the Lessor to insist at all times upon strict compliance with all of the terms, conditions, obligations, covenants and agreements contained herein shall not be construed as a waiver or relinquishment of the Lessor's rights in respect thereof thereafter.

32. The Lessor shall not be considered to have waived any of the rights, covenants or conditions herein contained unless evidenced by the Lessor's written waiver, executed by its proper signing officers. Waiver of one default or right shall not constitute a waiver of any other or future default or right.

NOTICES

33. All notices required to be given hereunder shall be sufficiently given if mailed by registered mail addressed to the Lessee at the demised lands or such other address as the Lessee may advise the Lessor in writing, and to the Lessor at City Hall, Red Deer, Alberta, T4N 3T4. Such notice shall be deemed to have been received Ninety-Six (96) hours after it has been so mailed. In the event of a postal strike, lock-out or other event that prevents delivery of registered mail, all notices required to be given hereunder shall be sufficiently given to the Lessee if delivered to the demised lands, and to the Lessor if delivered to the Office of the City Clerk, City Hall 4914-48th Avenue, Red Deer, Alberta.

SEVERABILITY OF RIGHTS

34. If any clause or provision of this lease is held to be illegal, invalid or unenforceable, then in that event, it is the intention of the parties hereto that the remainder of the lease shall remain in force.

SUCCESSORS AND ASSIGNS

35. This agreement shall enure to the benefit of and be binding upon and enforceable by the parties hereto, their respective administrators, successors and, where permitted, assigns.

INTERPRETATION

36. Wherever the singular or masculine is used throughout this lease, the plural or feminine or a body corporate shall be implied whenever the context so requires.

IN WITNESS WHEREOF the parties have signed this agreement under seal with effect the date first above written.

ALBERTA SPORT COUNCIL

THE CITY OF RED DEER

PER: _____

PER: _____
(Mayor)

PER: _____

PER: _____
(City Clerk)

DATE: OCTOBER 21, 1992

TO: RECREATION & CULTURE MANAGER

FROM: CITY CLERK

RE: LEASE OF SITE FOR ALBERTA SPORTS HALL OF FAME & MUSEUM

The above noted agreement was considered at the Council Meeting of October 13, 1992 and at which meeting Council passed the following motion:

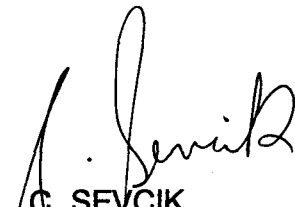
"RESOLVED that Council of The City of Red Deer hereby approves the lease agreement with the Alberta Sport Council for a 2.0 acre site at Heritage Ranch for future construction of the Alberta Sports Hall of Fame and Museum and as presented to Council October 13, 1992 and hereby authorize the Mayor and City Clerk to execute the said agreement on behalf of the City."

While Council approved the above noted lease agreement, I would point out that there were two changes made to the lease from what you originally submitted to this office:

- 1) Clause 6 amended as to the term of the lease from 99 years to 50 years;
- 2) Clause 30 amended to provide that the Lessee may not assign the lease without the prior written consent of the City.

The decision of Council in this instance is submitted for your information and in this regard I am enclosing herewith two copies of the lease agreement for submission to the Alberta Sport Council. Upon execution by the Alberta Sport Council, please return both copies for execution by The City.

Trusting you will find this satisfactory.


C. SEVCIK
City Clerk

CS/clr

cc: Director of Community Services
 Parks Manager
 Recreation & Culture Manager
 Principal Planner
 Visitor and Convention Bureau Manager
 Museums Director
 Economic Development Manager
 City Assessor

LEASE AGREEMENT

DATED _____ day of _____, 1992.

BETWEEN:

THE CITY OF RED DEER
("the Lessor")

- and -

THE ALBERTA SPORT COUNCIL
("the Lessee")

Background

1. The City owns land in Red Deer, Alberta on which the Alberta Sport Council wishes to construct a building to serve as the Alberta Sports Hall of Fame and Museum. The City agrees that this would be mutually beneficial and both parties wish to enter into a lease agreement.

2. The land owned by the City is legally described as:

S.W. 1/4 of 18 - 38 - 27 - W4th
Containing 155.23 acres, more or less,
Excepting thereout:

- A. Parcel A containing 21.83 acres more or less as shown on file Plan 3638 K.S.
- B. Parcel B containing 20.0 acres more or less as shown on file Plan 5446 K.S.
- C. 0.10 of an acre more or less which lies to the East of the left bank of the Red Deer River as shown on a Plan of Survey of the said Township signed in Ottawa on August 6, 1884.
- D. 19.10 acres Road Plan 2082 L.Z.
- E. 13.66 acres Road Plan 2082 L.Z.
- F. 0.52 acre Subdivision Plan 772 0428

RESERVING thereout all mines and minerals

- and -

All that portion of the N.W. 1/4 of 18 - 38 - 27 - W4th
lying to the West of the Red Deer River as shown on a Plan of Survey
of the said Township signed at Ottawa on August 6, 1884 containing
117.50 acres more or less

Excepting thereout 1.47 acres more or less as shown on Road Plan
2082 L.Z.

RESERVING thereout all mines and minerals;

("the said lands")

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

PART I - PRELIMINARY MATTERS

CONDITIONS

1. The Alberta Sport Council through their Standing Committee on the Alberta Sports Hall of Fame and Museum and through the Friends of the Alberta Sports Hall of Fame and Museum Society will attempt to raise capital development funds and an operating fund. If they are not able to raise sufficient funds to the satisfaction of both parties then this agreement will terminate and have no further effect.

2. The Alberta Sport Council will prepare a two year fund-raising plan which will contain annual fund-raising targets. This Agreement will be reviewed by the parties by July 1 of each year starting on July 1, 1993 to determine if those targets have been met. Where the fund-raising targets have not been met, then either party shall be at liberty to terminate this agreement.

3. It shall be a further condition of this lease that appropriate zoning approval for the proposed building must be obtained before the lease can come into

effect. The City undertakes to use its best efforts to obtain all of the necessary zoning amendments and approvals.

PART II - LEASE AGREEMENT

PREMISES

4. The Lessor hereby demises and leases to the Lessee 2 acres of the said lands as shown in the sketch attached as Schedule A hereto (the "demised lands") The Lessor further agrees to construct road access to the demised lands and to provide utility services to the property line of the site, including water, power, sewer, gas and telephone, at the Lessor's sole expense.

USE OF PREMISES

5. The Lessee will use the demised lands only for the purpose of constructing, maintaining and operating a building to serve as the Alberta Sports Hall of Fame and Museum (the "Museum"). The Lessee agrees that it will not construct any building, including signs, except with the prior approval of the Lessor as to the design, plans and specifications thereof. The Lessee further acknowledges that, on a parcel adjacent to the proposed Museum, the Lessor contemplates construction and operation of a facility to be known as "the Crossing" which may contain a restaurant and other services. The Lessee therefore agrees not to build or operate a restaurant in its facility without the prior agreement of the Lessor. The Lessor acknowledges and agrees that the Lessee will not be required to undertake any construction on the demised lands until the funds to complete the construction of the Museum have been raised and the Alberta Sport Council Board of Directors has granted its approval thereto.

TERM

6. The term of the lease shall be for a period of 50 years commencing on the date of execution of this agreement. It is understood and agreed that the Lessee shall have no obligation under this lease until it commences construction of the Museum, and in the event that construction of the Museum has not commenced by July 1, 1995 then the Lessee may terminate this lease and neither party shall have any liability to the other at law or in equity.

CONSIDERATION

7. No rent shall be payable in respect of the lease of the demised lands. Instead, the Lessor acknowledges that the construction, maintenance and operation of the Alberta Sports Hall of Fame and Museum will bring substantial benefits to the City of Red Deer and as such will serve as good and valuable consideration for this lease.

UTILITIES AND TAXES

8. The Lessee shall be responsible to pay all charges for water, sewer, electricity, heating, and garbage collection, and all other charges, rates, and property and local improvement taxes, which shall be assessed or chargeable to the demised lands and improvements thereon as and when the same become due and payable, it being understood and agreed that the Lessee shall have no obligation to pay any of the foregoing until it commences construction of the Museum.

REPAIRS AND MAINTENANCE

9. The Lessee shall keep the demised lands and all improvements located thereon, including fencing, in a state of good repair at all times and immediately give notice to the Lessor of any damage to the demised lands or the improvements located thereon. The Lessor has the right at any reasonable time to enter and view the condition of the demised lands and improvements.

10. Any damage to the demised lands or the improvements thereon, ordinary wear and tear excepted, shall be promptly repaired at the expense of the Lessee upon receipt of a demand in writing from the Lessor, and such repairs shall be carried out to the satisfaction of the Lessor. If the Lessee fails to make such repairs the same may be made by the Lessor at the expense of the Lessee and shall be paid by the Lessee within fifteen (15) days after receipt by the Lessee of a statement for such repairs. Such covenant to repair shall include the obligation at the Lessee's expense to:

- a) operate, maintain, and keep in good order, clean and neat condition and repair, the demised lands and all improvements located thereon;

- b) comply with the requirements of every applicable statute, law, ordinance and by-law and with every applicable lawful regulation or order with respect to the condition, maintenance, use or occupation of the demised lands, or any equipment or machinery located therein;
- c) comply with any reasonable application, regulation or recommendation of the Canadian Underwriters Association or of any other body or Association having similar functions or of any liability or fire insurance company by which the Lessor and/or Lessee may be insured.

IMPROVEMENTS

11. The Lessee may construct improvements on the demised lands, provided that the City's approval thereof in writing, and any other authorized approving body, and the approval of the Minister shall have been first obtained.

12. At the expiry or sooner determination of the term of the lease, any building or other improvements upon the demised lands shall, at the option of the Lessor, become the sole and exclusive property of the Lessor.

LIENS

13. The Lessee shall not suffer or permit any lien or other charges to be filed or registered against the demised lands, the Lessee's building or any fixtures or improvements on the demised lands by reason of work, labour, services or materials supplied, or claimed to have been supplied to the Lessee or anyone holding any interest in any part thereof through or under the lease. If any such lien shall at any time be filed or registered, the Lessee shall procure its discharge within ten (10) days after the lien has come to the notice or the knowledge of the Lessee. The Lessor may, but shall not be obliged to, procure a discharge of any lien filed or registered at any time if, in the Lessor's judgment, the demised lands or the Lessee's building or any part thereof or the Lessee's interest therein becomes liable to any forfeiture or sale or otherwise be in jeopardy and any amount paid by the Lessor in so doing, together with reasonable costs and expenses of the Lessor, shall be reimbursed to the Lessor by the Lessee on demand together with the interest at the rate of fifteen (15%) per cent per annum from the date

such expense or cost was incurred until paid, and may be recovered as rent in arrears. Nothing herein contained shall preclude the Lessee from discharging any lien through proceedings which preserve the Lessee's right to afterwards contest the validity of such lien.

PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

14. Upon commencing construction of the Museum the Lessee shall put in place and shall thereafter maintain at all times during the term of this lease for the mutual benefit of the Lessor and the Lessee:

- a) a comprehensive general liability insurance policy against claims for personal injury, death, or property damage occurring upon, in or about the demised lands, such insurance to afford protection to a limit of not less than Five Hundred Thousand (\$500,000.00) Dollars with respect to injury or death to a single person and to a limit of not less than One Million (\$1,000,000.00) Dollars with respect to any one accident and to a limit of not less than Five Hundred Thousand (\$500,000.00) Dollars with respect to property damage . Such insurance shall include coverage for contractual liability. The Lessee covenants, agrees and undertakes to have the aforementioned minimum insurance coverage limits increased to an amount satisfactory to the Lessor, upon notice to do so by the Lessor and shall produce evidence of the existence of insurance from time to time if so requested by the Lessor;
- b) Insurance on the demised lands and all the improvements thereon against loss or damage by fire, wind, storm, hail, lightning, explosion, riot, earthquake, impact by aircraft or vehicles, smoke, collapse and against such other risks or perils including boiler explosion, as the Lessor may from time to time require, with the extended coverage and replacement costs endorsements to the full and insurable value of the building and all improvements made on the demised lands and shall produce evidence of the existence of such insurance from time to time if so requested by the Lessor.

15. All insurance policies shall name the Lessor and the Lessee as insureds, and shall contain a clause that the insurer will not cancel or change the insurance without first giving the Lessor thirty (30) days prior written notice.

16. If the Lessee neglects or omits to place insurance coverage or neglects or omits to pay the premiums for any insurance coverage, then the Lessor may place insurance coverage or pay such premiums and may thereupon charge the premiums to the Lessee, who shall pay the same to the Lessor forthwith as additional rent, and the Lessee agrees with the Lessor that the Lessor shall have the same remedies and may take the same steps for the recovery thereof as the Lessor may take for recovery of rent in arrears.

17. The Lessee shall be responsible for the placement of insurance to cover loss or damage to its personal property.

ORDINANCES

18. The Lessee shall observe and fulfill the lawful conditions and requirements of all statutes, orders in council, by-laws, rules and regulations of the Municipal, Provincial or Federal Government, now or hereafter enacted which in any manner relate to or affect the demised lands or the use thereof.

QUIET ENJOYMENT

19. The Lessor covenants with the Lessee that upon the Lessee performing and observing the Lessee's covenants and agreements herein contained, the Lessee shall and may peaceably possess, occupy and enjoy the demised lands for the term hereby granted.

DEFAULT AND TERMINATION

20. If :

- a) the Lessee fails to pay any payment due under this lease as additional rental, or if the Lessee fails to perform any of its obligations under this lease; or

- b) the demised lands shall without the written consent of the Lessor become and remain vacant for a period of thirty (30) days, or be used by any other persons than such are entitled to use them under the terms of this lease; or
- c) the demised premise be used for any purpose other than that for which the same are demised as hereinbefore provided; or
- d) the Lessee shall without the written consent of the Lessor abandon or attempt to abandon the demised lands;

then and in every such event the Lessor may at its option terminate this lease upon written notice to the Lessee and may re-enter and take possession of the demised lands as though the term ended by the expiration of the time fixed in this lease, unless the Lessee then is in good faith remedying or attempting to remedy the default.

FIRE

21. (1) If during the term of this lease the improvements constructed on the demised lands shall be so damaged by fire or other cause or be partially destroyed or damaged so as to make the said improvements wholly or partially unfit for occupation, and if the said improvements cannot be rebuilt or repaired within ninety (90) days, the Lessee may, in its sole option, by notice in writing to the Lessor, forthwith determine to put an end to this lease and the Lessor may thereupon deal with the demised lands as fully and effectively as if these presents had not been entered into.

22. If the Lessee decides not to rebuilt or repaired the improvements and puts an end to this lease, and if the Lessor so instructs, the Lessee shall remove the remainder of any buildings and improvements and all debris from the demised lands, ensure that all utility services are properly terminated, remove any footings or foundations located on the demised lands, and leave the demised lands level and free from obstruction, failing which the Lessor may cause the debris to be removed, the utility services terminated, any footings and foundations to be removed, and all steps that are necessary to leave the demised lands level and free from obstruction to be

Draft - 1 Oct 92

taken, at the expense of the lessee. The Lessee covenants to pay the Lessor forthwith the costs of the foregoing.

23. If the Lessee determines that the building can be repaired or rebuilt within 90 days it shall proceed with all dispatch to repair and rebuild the same within that time.

24. In no case shall the Lessor be liable to the Lessee for any loss or damage of any nature or kind caused by such fire or other cause.

INDEMNIFICATION

25. The Lessee shall indemnify and save harmless the Lessor of and from all claims and expenses of any kind or nature which the Lessor may become liable for or suffer by reason of any breach, violation or non-performance by the Lessee of any covenant, term or provision hereof or by reason of any injury occasioned to or suffered by any person or persons or any property by reason of any act, neglect or default on the part of the Lessee or any of its employees, agents, independent contractors, invitees, licensees or trespassers.

26. If the Lessor should, without fault on its part, be made a party to any litigation commenced by or against the Lessee, the Lessee shall indemnify and save harmless the Lessor from and against any and all claims or liability resulting from such litigation.

LIABILITY

27. The Lessor shall not be liable in any way for:

- a) any loss, injury or damage caused to any person or persons or for loss of or damage to any property belonging to the Lessee or to employees, agents, invitees, or licensees of the Lessee while such person or property is in or about the demised lands, including (without restricting the generality of the foregoing) any injury to

persons or loss of or damage to any such property caused by theft or break-in;

- b) to person or property resulting from falling plaster, steam, electricity, water, rain, ice, snow, dampness or natural gas or from any cause whatsoever;
- c) any loss or damage caused by or attributable to the condition or arrangement of any electric or other wiring, plumbing, heating, air conditioning, gas, telephone and any other utility service supplied to and used on or in connection with the demised lands or for any interruption with or cessation of the supply of heat, water electricity or other utility service to the demised lands;
- d) any loss or damage caused by acts or omissions of other tenants or occupants, their employees or agents, or any person not an employee or agent of the Lessor, or for damage caused by the construction of any public or quasi-public works;
- e) any consequential or indirect loss or damages suffered by the Lessee;
- f) any damage or injury caused by anything done or omitted to be done by the Lessee (whether required by this lease or not) or for any other loss whatsoever of the Lessee with respect to the demised lands or the business of the Lessee carried on therein.

REGISTRATION OF CAVEATS

28. The Lessee may register a caveat in respect of this lease at the North Alberta Land Titles Office.

ARBITRATION

29. If the parties cannot agree as to any matter in dispute under this agreement, then such dispute shall be referred to arbitration in accordance with the Arbitration Act of Alberta.

ASSIGNMENT

30. The Lessee may not assign this lease without the prior written consent of the Lessor, which consent shall not be unreasonably withheld.

LACHES

31. Failure of the Lessor to insist at all times upon strict compliance with all of the terms, conditions, obligations, covenants and agreements contained herein shall not be construed as a waiver or relinquishment of the Lessor's rights in respect thereof thereafter.

32. The Lessor shall not be considered to have waived any of the rights, covenants or conditions herein contained unless evidenced by the Lessor's written waiver, executed by its proper signing officers. Waiver of one default or right shall not constitute a waiver of any other or future default or right.

NOTICES

33. All notices required to be given hereunder shall be sufficiently given if mailed by registered mail addressed to the Lessee at the demised lands or such other address as the Lessee may advise the Lessor in writing, and to the Lessor at City Hall, Red Deer, Alberta, T4N 3T4. Such notice shall be deemed to have been received Ninety-Six (96) hours after it has been so mailed. In the event of a postal strike, lock-out or other event that prevents delivery of registered mail, all notices required to be given hereunder shall be sufficiently given to the Lessee if delivered to the demised lands, and to the Lessor if delivered to the Office of the City Clerk, City Hall 4914-48th Avenue, Red Deer, Alberta.

SEVERABILITY OF RIGHTS

34. If any clause or provision of this lease is held to be illegal, invalid or unenforceable, then in that event, it is the intention of the parties hereto that the remainder of the lease shall remain in force.

SUCCESSORS AND ASSIGNS

35. This agreement shall enure to the benefit of and be binding upon and enforceable by the parties hereto, their respective administrators, successors and, where permitted, assigns.

INTERPRETATION

36. Wherever the singular or masculine is used throughout this lease, the plural or feminine or a body corporate shall be implied whenever the context so requires.

IN WITNESS WHEREOF the parties have signed this agreement under seal with effect the date first above written.

ALBERTA SPORT COUNCIL

THE CITY OF RED DEER

PER: _____

PER: _____
(Mayor)

PER: _____

PER: _____
(City Clerk)

DATED ____ day of _____ 1992.

BETWEEN:

THE CITY OF RED DEER

("the Lessor")

- and -

THE ALBERTA SPORT COUNCIL

("the Lessee")

LEASE AGREEMENT

Chapman Riebeek Simpson
Chapman Wanless
Barristers & Solicitors
Ross Street
Red Deer, Alberta
T4N 1X5

File No. 18,990 THC

NO. 12

FILE: alan\memos\annex.exp

DATE: October 7, 1992

TO: City Clerk

FROM: Director of Financial Services

**RE: OVEREXPENDITURE FOR THE ANNEXATION APPLICATION
AND THE SHOPPING CENTRE APPEAL**

A 1992 budget provision of \$50,000 had been provided for the above. In the monthly reports to Council comparing the 1992 approved budgets with actual results, Council has been advised the budget was being exceeded.

The costs have now been finalized and the actual 1992 expenditure to August 31, 1992 is \$181,996.

Annexation	\$ 170,455
Shopping Centre Appeal	11,541
	<hr/>
Total	\$ 181,996
	<hr/>

The overexpenditure is \$131,996.

The reason for the expenditures for Annexation are discussed in the attached letter from the City Solicitor.

Requested Action

It is respectfully requested that Council approve a 1992 overexpenditure of \$131,996 for the Annexation application and the Shopping Centre Appeal.



A. Wilcock, B. Comm., C.A.
Director of Financial Services

AW/jt
Att.

CHAPMAN RIEBEEK SIMPSON CHAPMAN WANLESS

Barristers & Solicitors

THOMAS H. CHAPMAN, Q.C.*
NICK P. W. RIEBEEK*
DONALD J. SIMPSON
T. KENT CHAPMAN
GARY W. WANLESS*
LORNE E. GODDARD
GERI M. CHRISTMAN

208 Professional Building
4808 Ross Street
Red Deer, Alberta T4N 1X5
TELEPHONE (403) 346-6603
TELECOPIER (403) 340-1280

* Denotes Professional Corporation

Your file:

Our file: 18,225 (costs) THC

August 26, 1992

City of Red Deer
P.O. Box 5008
Red Deer, Alberta
T4N 3T4

ATTENTION: Mr. A. Wilcock, B. Comm., C.A.
Director of Financial Services

Dear Sir:

Re: Annexation Costs to July 31, 1992

I enclose herewith summary schedule of Annexation Costs which we have compiled from a review of our records.

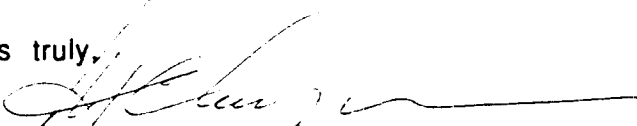
With respect to the costs involved, I believe that when the original budget was put in place with respect to this undertaking, that it was not anticipated that the County of Red Deer would be launching as vigorous an opposition to the Annexation as, in fact, took place.

In addition thereto, it was anticipated that the Red Deer Regional Planning Commission would be providing the bulk of all the planning services. As a result of the resignation of one person from the City section of the Red Deer Regional Planning Commission, more work evolved upon and had to be effected by CEP Consultants Ltd. than had been originally anticipated.

At the time that the budget was established, it was not anticipated that it would be necessary to employ a financial consultant with respect to determining any adverse impact upon the County with respect to the Annexation. In the course of preparing for the hearing, it was determined that this was an area that we should cover and, accordingly, Nichols Applied Management was retained.

If you have any further questions, please advise.

Yours truly,



THOMAS H. CHAPMAN, Q.C.
THC/vjh
Enclosures

ANNEXATION COSTS TO JULY 31, 1992**Legal Fees**

Chapman Riebeek:

For 1991	2,007.00	
For 1992 to July 31, 1992	50,491.50	
G.S.T.	3,674.89	
(charged to City account)		
Subtotal	56,173.39	56,173.39

Consultant's Fees

CEP Consultants		
from October, 1991 to June, 1992	54,152.02	
Nichols Applied Management	35,246.23	
(all forwarded to City for payment)		
Subtotal	89,398.25	89,398.25

Brownlee Fryette (photocopy charges)	67.41	
(forwarded to Brownlee Fryette direct)		
Subtotal	67.41	67.41

Disbursements:

Paid to Lormit re service of documents on Mr. Bower	19.74	
Paid to Copy Shop Printing	1,357.40	
Lunches forwarded to R.D.R.P.C.	49.75	
(charged to City account-G.S.T. included)		
Subtotal	1,426.89	1,426.89

TOTAL FEES AND DIBURSEMENTS TO July 31, 1992		147,065.94
		=====

Commissioners' Comments

We would concur with the Director of Financial Services.

"R.J. MCGHEE"
Mayor

"M.C. DAY"
City Commissioner

DATE: OCTOBER 16, 1992

TO: DIRECTOR OF FINANCIAL SERVICES


FROM: CITY CLERK

**RE: OVER EXPENDITURE FOR THE ANNEXATION APPLICATION AND THE
 SHOPPING CENTRE APPEAL**

Your report dated October 7, 1992 pertaining to the above topic was considered at the Council Meeting of October 13, 1992 and at which meeting Council passed the following motion:

"RESOLVED that Council of The City of Red Deer hereby approve a 1992 over expenditure of \$131,996.00 for the annexation application and the shopping centre appeal and as recommended to Council October 13, 1992."

The decision of Council in this instance is submitted for your information and I trust you will find same satisfactory.



C. SEVCIK
City Clerk

CS/clr

cc: City Commissioner
 City Solicitor

NO. 13

FILE: alan\memos\rcmpcont.clk

DATE: October 1, 1992
TO: City Clerk
FROM: Director of Financial Services
RE: RCMP POLICING CONTRACT

The RCMP policing contract is billed to the City on a quarterly basis based on an estimated cost per member.

After the RCMP fiscal year which ends on March 31st, the actual policing cost is determined by the RCMP. An additional billing or credit is given, depending on whether the City was under or overcharged.

In September, the City received the final billing for the fiscal year ended March 31, 1992. This billing showed the City was undercharged by \$361,305. This undercharge was not due to the new contract. It was due to the actual costs being significantly greater than the estimated costs provided by the RCMP for budget purposes.

The City administration is concerned about the significant difference in actual and estimated costs. The difference is being reviewed by the City's Financial Division to confirm the charges are in accordance with the contract.

The size of the billing was unexpected and causes two concerns:

- The 1992 budget provision for the RCMP contract will be significantly overspent because of the retroactive billing for 1991 and the first three months of 1992 and the increased cost per man starting April 1, 1992.
- The 1993 budget for Police Services will have to be significantly increased. This could result in the need for further service level reductions in City departments than have already been identified.

If the retroactive billing had not been received, and the estimated cost per man starting April 1, 1992 not been increased from \$63,900 to \$67,500, the 1992 budget would have actually been underspent.

City Clerk
 October 1, 1992
 Page 2

The 1992 budget provision and the projected expenditure is disclosed below:

1992 Budget for RCMP Manpower	\$ 5,034,194
Projected Expenditure for 1992 based on the latest billings	5,475,113
	<hr/>
Projected Overexpenditure	\$ 440,919
	<hr/>

Of the \$440,919 projected overexpenditure, there is \$252,007 related to 1991 operations. This means that \$188,912 of the overexpenditure is related to 1992 operations. It is anticipated \$15,000 of the \$188,912 can be offset by expenditure reductions in other areas of the Police budget.

The following is a summary of the per man cost under the contract for the last few years. The cost is based on 90% of the actual per man cost to the RCMP.

<u>YEAR ENDING</u> <u>MARCH 31st</u>	<u>PER MAN</u> <u>COST AT</u> <u>90%</u>	<u>PERCENT</u> <u>INCREASE</u>
1988/89	\$ 53,942	8.2%
1989/90	58,087	7.7%
1990/91	59,959	3.2%
1991/92	65,150	8.7%
1992/93 (Estimated)	67,500	3.6%
1993/94 (Estimated)	72,000	6.7%
1994/95 (Estimated)	77,500	7.6%

In addition to the above percent increases, the contract cost will increase by 2.5% per year because of a planned force increase of two men per year.

Correspondence has been received from the AUMA (copy attached) which discusses reasons for the substantial increase of 8.7% for 1991/92. Salary increases explain 6% of the 8.7% increase. The balance of the increase is related to increases in other costs.

City Clerk
October 1, 1992
Page 3

The new estimated per man costs for 1992/93 and 1993/94 represent a significant increase in the contract cost from what had been originally anticipated. An additional \$390,000, or the equivalent of a 2% increase in municipal taxes, will be required for 1993. This could result in further service level reductions for City departments.

Attached is a letter received from the Commanding Officer of "K" Division indicating:

- Clause 14.1 (a) of the agreement requires the RCMP Alberta Division Commander to consult with the Chief Executive Officer of the City before September 1st to:
 - determine the number of members required in the next fiscal year.
 - determine any budgetary limits placed on the Police Service by the City.
- All expenses related to members must be covered in the City budget. This means if the Police budget is held to a 2% increase, the detachment strength would have to be reduced.

Considering the significant unexpected increase in the RCMP Contract cost and the comments of the "K" Division Commanding Officer, Council will need to decide if:

- The City will still add two members in 1993. The 1993 budget saving would be \$115,000.
- Sufficient funds will be provided in the 1993 budget to maintain the existing force strength.

Even if the two additional members are not included in the 1993 budget, the Police budget increase is projected at 13% to approximately \$6,209,000.

City Clerk
October 1, 1992
Page 4

RECOMMENDATION

- That Council consider advising the Commanding Officer of "K" Division:
 - No increase in the existing 79 members will be requested for 1993.
 - The existing force strength will be funded by reducing existing services in other departments in order to maintain a 0% tax increase.
- That Council approve the \$440,919 projected overexpenditure in the RCMP force budget with:
 - \$252,007 to be charged to accumulated surplus, and
 - \$188,912 to be charged as an overexpenditure of the 1992 budget (\$15,000 will be offset by savings in other areas of the Police budget).



A. Wilcock, B. Comm., C.A.
Director of Financial Services

AW/jt

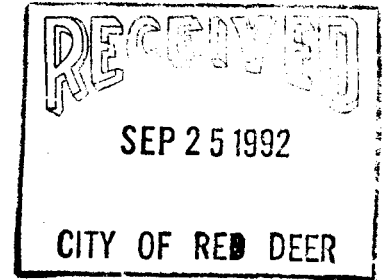
Att.

c.c. Officer i/c RCMP City Detail
City Commissioner



Alberta Urban Municipalities Association

8712 105 Street, P.O. Box 4607, Station S.E., Edmonton, Alberta T6E 5G4
Tel: (403) 433 4431 • Toll Free: 1 800 661 2862 • Fax: 433 4454



Date: 21 September 1992
To: RCMP Contracting Municipalities
From: J. E. Maddison
Executive Director

Subject: RCMP Municipal Policing Agreements 1992/93 Billings

The RCMP "K" Division headquarters in Edmonton recently forwarded invoices to contracting municipalities for the period April 1, 1992 to June 30, 1992 and included the usual reconciliation adjustment for the expired fiscal year 1991/92.

Several municipalities have expressed concern because the billings reflect an unexpected increase of policing costs. We have met with RCMP officials in Edmonton to learn details of the recent invoices and the following information may help to clarify this concern.

The RCMP have an agreement with the federal Treasury Board to maintain members salaries at fourth place among the 8 largest police services in Canada. Although the government of Canada imposed a 0 - 3 - 3% salary increase on government employees effective 1991; the RCMP were not included in the restriction until 1992 because the 0 - 3 - 3 announcement was made several months after normal salary contract negotiations would have been finalized (ie: Jan 1, 1991). Our information is that the force will not receive pay increases during the fiscal year 1992/93 and will be restricted to a maximum increase of 3% annually in 1993/94 and 1994/95. The RCMP estimate of a members per capita cost for the fiscal year 1991/92 was \$71,000 while the actual cost, which included a salary adjustment of 3.5% effective January 1991, a pay increase of 4.2 announced during November 1991 and retroactive to January 1991, was \$75,343. The RCMP indicate that salary and benefits are approximately 80% of the per capita costs while the remaining per capita costs are influenced by inflationary and other factors. Combined, they reflect an actual increase of 6% above the forecast figure which caused the unexpected per capita increase.

RCMP Contract Agreements
September 21, 1992
Page 2

The RCMP are unable to accurately include anticipated salary increases in their forecast of expenditures and only advise the contractors of actual pay adjustments after they are finalized with Treasury officials. Under present government direction, the RCMP have been advised of a maximum 3% pay increase during 1993/94 and 1994/95, which will be included in per capita cost estimates for those years. Also, please keep in mind that RCMP wage increases are based on a calendar year, not a fiscal year (which the overall billing is). Therefore, the 1993/94 proposed pay increase of 3% will affect the 1992/93 billing for 3 months (January, February, March, 1993) as the RCMP pay raise comes into effect on January 1, 1993. This increase is reflected in the estimated per capita cost of \$78,000.00 in addition to the cost base items referred to later in this correspondence.

From our perspective, it is essential that all possible changes be communicated to permit contracting municipalities to prepare accurate budgets and avoid unexpected cost overruns in connection with RCMP billings. Certain paragraphs in the new agreement do provide for the release of cost estimates to municipalities. We are hopeful that such information may be released earlier than at present and contain more up-to-date estimates or at least include a formula to assist municipalities to accurately forecast their respective policing expenditures.

One of the problems we are continually striving to overcome when trying to facilitate and improve financial planning between the federal government and municipalities is the matter of fiscal year versus calendar year budget cycles. This variable, to a large degree, accounts for the untimely release of outdated information of the financial forecast of expenditures.

At this time, we would also like to review four of the cost base changes (paid at the 70% rate) in the new agreement which will impact policing costs commencing with the 1992/93 fiscal year and continuing throughout the term of the new contract. The changes for RCMP training cost sharing will not occur until the fiscal year 1994/95.

Unemployment Insurance

During 1992/93, 50% of UIC premiums will be included in the new cost base and are about \$720 per member with an increase to 100% or \$1,440.00 during 1993/94 and thereafter. Future costs will fluctuate according to federal government increases.

Pensions

Municipalities will be paying pension contributions of 13.3% of members' salaries, up from 12%. This is subject to further review.

Accommodations

Rent in federally supplied police offices will be increased from \$5 to no less than \$10 per square foot and can be reviewed after 5 years.

RCMP Contract Agreements
September 21, 1992
Page 3

External Review/Public Complaints Review Boards

Fifty per cent of the boards' cost will be added to the cost base in 1992/93 of \$315.00 and increased to 100% of \$730.00 during 1993/94. At this time, these are estimates only.

Recruit Training - 1994/95

The terms of the expired agreements included about \$1200 per capita as support for RCMP basic training; however, the ingredients to that formula have been expanded and a flat rate of \$3500 will be included in 1994/95.

In closing, we wish to emphasize that the AUMA shares your concern over the unexpected cost increases for RCMP services; however, we hope that future billing changes of such magnitude will not occur without prior consultation. On an "upbeat" scenario, it is gratifying to learn that no RCMP salary increase has been scheduled for this fiscal year and a maximum of 3% for each of the next 2 years.

We have now been informed that communication will be forwarded from RCMP "K" Division regarding the content of Paragraph 14.2 of the agreement and detailed calculations respecting the actual billings for 1991/92.

For your information, the RCMP have been invited to attend the forthcoming AUMA Convention and should you have any enquiries respecting the financial aspects of the policing agreement, you are encouraged to call Sgt. Bob Peterson at 471-9659 to alert him in advance of your specific concerns.



J. E. Maddison

cc: Mr. E. Hahn, Director of Law Enforcement, Alta. Solic. General
Mr. R. Peterson, RCMP "K" Division



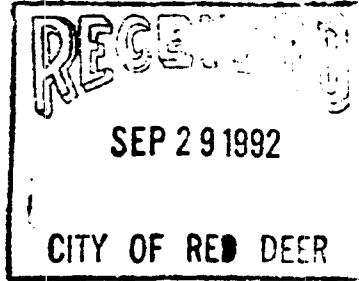
Royal
Canadian
Mounted
Police

Gendarmerie
royale
du
Canada

Commanding
Officer

Commandant
divisionnaire

The Secretary Treasurer
City of Red Deer
4914 - 48th Avenue
Red Deer, Alberta
T4N 3T3



K128-14-1

September 21, 1992

Dear Sir/Madam:

RE: MUNICIPAL POLICING AGREEMENT

Reference Article 14.1(a) of the recently signed Municipal Policing Agreement which came into effect on April 1, 1992, could you please advise of any budgetary limits for the Municipal Police Service which might be placed upon the Force by the Municipality for the fiscal year 1993/94.

In order to assist you in this regard, I would like to point out that certain items such as accommodation charges as per Article 8.3(a) and (b) as well as the "direct" and "indirect" costs as per Article 9.3(a) and (b) have a direct bearing on any budgetary limits when considering the number of members required for the Municipal Police Service in your Municipality. For example, if there is a requirement for 10 municipal members at a detachment, the budget provided has to be such that all expenditures related to these 10 members are covered. We could not have a situation where a municipality placed a 2% increase cap on the upcoming budget year knowing that the RCMP was slated for a 3% wage increase and inflation was running at 3.4%.

An early response would be appreciated in order that Headquarters, Ottawa, can provide a provisional "cost per member" to your Chief Financial Officer prior to December 31 of

.../2

September 21, 1992

- 2 -

each fiscal year. This should assist in the budgetary preparations by each municipality.

Should you have any questions or concerns in regards to these new procedures, please have a member of your staff contact Sergeant Bob Peterson at (403)471-9659.

Yours truly,



W.L. Holmes
Assistant Commissioner
Commanding Officer "K" Division

11140 - 109 Street
Edmonton, Alberta
T5G 2T4

Commissioners' Comments

Attached is a report from the Director of Financial Services with respect to underbilling by the R.C.M.P. and the implications of this invoice on the past year 1991, the current year 1992, and what is of infinitely greater concern, the effects on the 1993 budget. As pointed out by the Director of Financial Services, the net effect of the revised police costing is the equivalent of a 2% increase in municipal taxes for 1993. This will very seriously impact our ability to meet Council's guideline of a 0% municipal tax increase without some service reductions.

Notwithstanding the foregoing, however, it should be recognized that our policing costs are still amongst the lowest in the Province. Council will recall that in a recent study, 1991 policing costs per capita ranged from a low of \$97.00 in Camrose to a high of \$165.00 in Calgary compared to a revised figure of \$89.00 in Red Deer. We see little choice but to absorb the additional costs for 1991 and 1992 charged to accumulated surplus and revise the 1993 police budget to reflect the revised cost per man. We would, therefore, concur with the recommendations of the Director of Financial Services with one exception. We would prefer to advise the Commanding Officer of K Division that the question of an increase in the number of members for 1993 will now have to be thoroughly reviewed because of this completely unanticipated revised cost estimate and that we will be unable to indicate our requirements until Council has dealt with the budget in Jan.

While we are not hopeful that we can increase manpower in 1993, we are in the midst of a 5 year plan to bring the number of our uniformed members up to strength as already approved by Council and not continuing with our 5 year plan merely exacerbates the situation. Thus we would like to leave the door open to accommodate the unlikely event that we can afford some increase in manpower.

"R.J. MCGHEE", Mayor

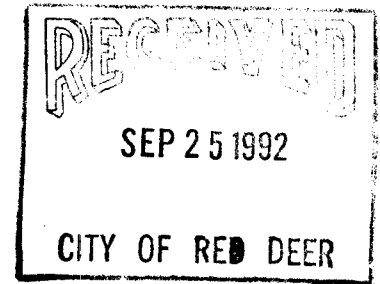
"M.C. DAY", City Commissioner



Alberta Urban Municipalities Association

8712 105 Street, P.O. Box 4607, Station S.E., Edmonton, Alberta T6E 5G4
Tel: (403) 433 4431 • Toll Free: 1 800 661 2862 • Fax: 433 4454

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From: J. E. Maddison
Executive Director



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*Copy to: City Commissioner
Director of Finance
Inspector Beaton*

92/09/25 co.

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J. E. Maddison

cc: Mr. E. Hahn, Director of Law Enforcement, Alta. Solic. General
Mr. R. Peterson, RCMP "K" Division



Copy: M. Day, A. Wilcock, R. Beaton

(Oct. 6/92 - dh)

Royal	Gendarmerie
Canadian	royale
Mounted	du
Police	Canada

Commanding	Commandant
Officer	divisionnaire

92 September 29

K415-14 (94/95)

Dear Mayor:

Re: Multi Year Operational Plan (MYOP) RCMP Resources

Your input in all aspects of the financial and resource planning process is required. Please refer to the Municipal Policing Agreement effective April 1, 1992, Article 14.1 (a) if your population exceeds 15,000 people or Article 14.2 (a) if under 15,000 people.

Please expect to be contacted by your local Royal Canadian Mounted Police Detachment Commander in compliance with the requirements of the Municipal Policing Agreement. He will be seeking information relative to the number of additional resources needed for Municipal Policing Service, and if any budgetary limits are being placed on the Force by your municipality for fiscal year 1994/95.

Your cooperation in completing this requirement is greatly appreciated.

Yours truly,

W.L. Holmes
Assistant Commissioner
Commanding Officer "K" Division

11140 - 109 Street
EDMONTON, Alberta T5G 2T4

Canada

DATE: OCTOBER 16, 1992
TO: DIRECTOR OF FINANCIAL SERVICES
FROM: CITY CLERK
RE: R.C.M.P. POLICING CONTRACT

Your report dated October 1, 1992 pertaining to the above matter was considered at the Council Meeting of October 13, 1992 and at which meeting Council passed the following motion:

"RESOLVED that Council of The City of Red Deer hereby approves the \$440,919.00 projected over expenditure in the R.C.M.P. Force budget with \$252,007 to be charged to accumulated surplus and \$188,912 to be charged as an over expenditure of the 1992 budget (\$15,000 will be offset by savings in other areas of the police budget).

Council further agrees that the Commanding Officer of "K" Division be advised that the question of an increase in the number of members for 1993 will now have to be thoroughly reviewed because of this completely unanticipated revised cost estimate and that The City will be unable to indicate the requirements until Council has dealt with the budget in January of 1993 and as recommended to Council October 13, 1992.

That Council directs the Commissioners to write the R.C.M.P. Commissioner in Ottawa to express our extreme concerns with copies to the Prime Minister, Local M.P., FCM, AUMA and Provincial Solicitor General Responsible for Negotiating Policing Contracts."

The decision of Council in this instance is submitted for your information and appropriate action.

This office will prepare letters to be sent as directed in the above resolution, for the Mayor's signature.

Trusting you will find this satisfactory.



C. SEVCIK
City Clerk

CS/clr

cc: City Commissioners
Insp. Beaton

THE CITY OF RED DEER
ROUTE SLIP

To <i>Charlie Servik</i>	From <i>Gale McAllister</i>
To <i>City Clerk</i>	From <i>Mayor's</i>

- | | |
|---|--|
| <div style="display: flex; flex-direction: column; gap: 5px;"><div><input type="checkbox"/> Please sign</div><div><input type="checkbox"/> Please return</div><div><input type="checkbox"/> Please take action</div><div><input type="checkbox"/> Please see me</div><div><input type="checkbox"/> Please phone</div><div><input type="checkbox"/> Return with
comments/recommendations</div></div> | <div style="display: flex; flex-direction: column; gap: 5px;"><div><input type="checkbox"/> For your approval/revision</div><div><input type="checkbox"/> Reply direct with copy to me</div><div><input checked="" type="checkbox"/> For your information</div><div><input type="checkbox"/> Investigate and report</div><div><input type="checkbox"/> Supply data for my reply</div><div><input type="checkbox"/> Attached extracts of minutes
for info. & action</div></div> |
|---|--|

Time	Date <i>Dec. 14/92</i>	Phone No.
Message		

YOUR LETTER DATED: October 23, 1992 to Commissioner - M. Inkster
ON THE SUBJECT OF: R.C.M.P. Policing Contract

IS HEREBY ACKNOWLEDGED AND HAS BEEN: ☒

☐ Placed on the agenda for consideration at:

☐ The _____ meeting of the National Board of Directors

☐ The _____ Annual Conference

☒ Referred to the Standing Committee on Crime Safety & Crime Prevention

☐ For action at its March '93 meeting

☐ For information

☐ Will reply direct to you



The Federation of Canadian Municipalities
24 rue Clarence Street
Ottawa, Ontario K1N 5P3
Phone: 613 237-5221 Fax: 613 237-2965

Viviane Swann
Viviane Swann, Resolutions Coordinator

Policy Analyst

Office of the Mayor



October 23, 1992

Commissioner Norman K. Inkster
R.C.M.P.
1200 Vanier Parkway
Ottawa, Ontario
K1A 0R2

Dear Commissioner Inkster:

RE: R.C.M.P. POLICING CONTRACT

As you are aware, the R.C.M.P. Policing Contract is billed to the City on a quarterly basis based on an estimated cost per member. After the R.C.M.P. fiscal year which ends on March 31, the actual policing cost is determined by the R.C.M.P. and an additional billing or credit is given depending on whether the City is undercharged or overcharged.

In September of this year, the City received the final billing for the fiscal year ended March 31, 1992, which showed that the City was undercharged by a significant amount, i.e. \$361,305. This undercharge was not due to the new contract, but rather due to the actual costs being significantly greater than the estimated costs provided by the R.C.M.P. for budget purposes.

This matter received consideration at the Council meeting of October 13, 1992, and at which meeting Council passed the following motion.

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Commissioner Norman K. Inkster

Page 2

October 23, 1992

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While Council is not only concerned about the significant difference between the actual and estimated costs, Council also expressed the view that it is untenable that the City be advised of this significant difference in costs as late as the end of September. In these difficult economic times, the size and lateness of this extra billing was truly untimely. In accordance with Council's directive, we wish to draw to your attention our concerns with the expectation that you would review this matter.

Sincerely,

A handwritten signature in black ink, appearing to read 'R.J. McGhee', written in a cursive style.

R.J. McGHEE
Mayor

c.c. The Right Honourable Brian Mulroney, Prime Minister
Mr. Doug Fee, M.P.
Federation of Canadian Municipalities
Alberta Urban Municipalities Association
The Honourable Dr. S. West, Alberta Solicitor General
Assistant Commissioner Commanding Officer "K" Division
H. Michael C. Day, City Commissioner, The City of Red Deer
Inspector R. Beaton, Officer In-Charge, Red Deer City Detachment, R.C.M.P.
A. Wilcock, Director of Financial Services, The City of Red Deer

Office of the Mayor



October 23, 1992

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R.C.M.P.
1200 Vanier Parkway
Ottawa, Ontario
K1A 0R2

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Commissioner Norman K. Inkster

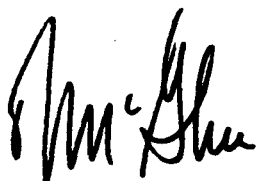
Page 2

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Sincerely,



R.J. McGHEE
Mayor

- c.c. The Right Honourable Brian Mulroney, Prime Minister
Mr. Doug Fee, M.P.
Federation of Canadian Municipalities
Alberta Urban Municipalities Association
The Honourable Dr. S. West, Alberta Solicitor General
Assistant Commissioner Commanding Officer "K" Division
H. Michael C. Day, City Commissioner, The City of Red Deer
Inspector R. Beaton, Officer In-Charge, Red Deer City Detachment, R.C.M.P.
A. Wilcock, Director of Financial Services, The City of Red Deer

NO. 14

DATE: October 7, 1992
TO: City Clerk
FROM: Economic Development Manager
RE: **SALE OF PART OF LOT 3, BLOCK 5, PLAN 5427 R.S. TO
SHAW CABLE HOLDINGS LTD.** (Please see attached sketch)

The March 30, 1992 meeting of City Council approved the sale of that portion of City owned Lot 3, shown as cross hatched on the attached sketch, to Shaw Cable Holdings.

The attached letter refers to the remaining City owned portion of Lot 3, lying east of and adjacent to that portion of Lot 3 approved for sale on March 30, 1992 (shown as Parcel A on the attached sketch).

The ongoing negotiations since March 30, 1992 for the additional lands have not changed the City Parking Administration's thoughts to retain ownership of these additional lands for a presence of public parking in this area. The Parking Administration will submit comments under separate cover with reference to this offer to purchase.

RECOMMENDATION

If City Council approves the sale of these additional lands, the sale to be subject to all the conditions as outlined by the March 30, 1992 City Council resolution:

"RESOLVED that Council of the City of Red Deer, having considered correspondence from Matthew Craig Professional Corporation dated March 4, 1992 re: Matthew Craig and Shaw Cable Systems - Purchase of Part of Lot 3, Block 5, Plan 5427 R.S./Parking Lots, hereby agrees that the purchase of the said property to be approved subject to the following:

1. Sale price of \$9.00 per square foot;
2. A restrictive covenant being registered against the properties that the lots be maintained as parking lots;
3. The conditions outlined in the administrative reports as submitted to Council March 30, 1992 and an agreement satisfactory to the City Solicitor."

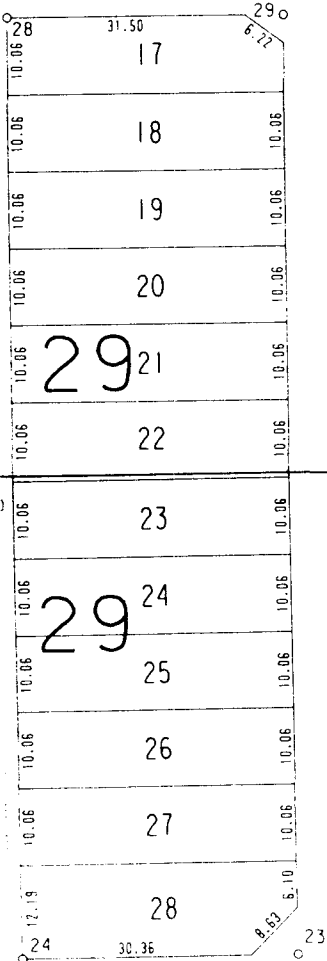


Alan V. Scott

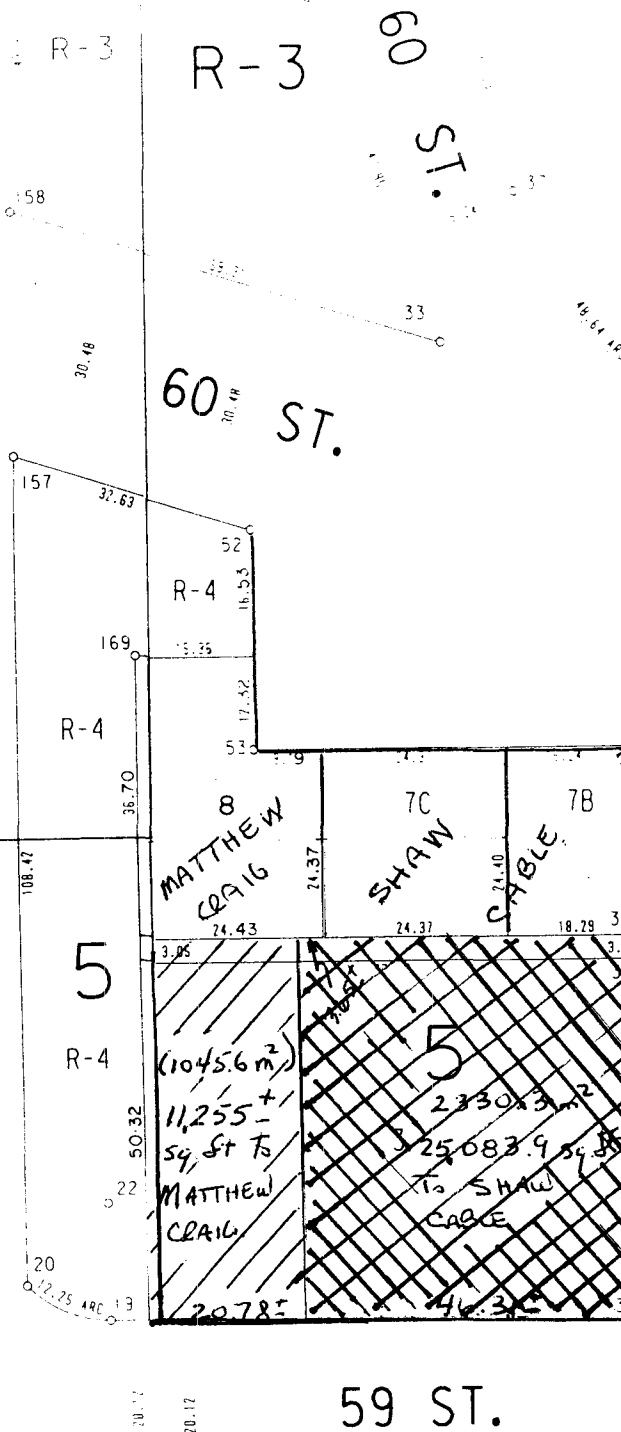
WFL/mm

c: Bylaws and Inspections Manager
Director of Finance
Land Supervisor

ST.



GAETZ AVE.



NOTE :

Area's of Lot 3, BLKS. PLAN 5427 R.S.
TO BE SOLD TO MATTHEW CRAIG & SHAW
CABLE Subject to PLAN OF SURVEY
BEING REGISTERED.

Schedule 'A'

Lavallee Rackel & Heintz

BARRISTERS, SOLICITORS & NOTARIES

* BERNARD D. LAVALLÉE, O.C., B.A., LL.B.
* KAREN M. RACKEL, B. Comm., LL.B.
* KENNETH G. HEINTZ, B.A., LL.B.
SHELLEY K. BROWN, B.Mus., LL.B.

SUITE 1630, 101st STREET BLDG.
10250 - 101 STREET
EDMONTON, ALBERTA
CANADA T5J 3P4
FAX (403) 424-3584

TELEPHONE: (403) 424-2929

YOUR FILE:

PLEASE REFER TO FILE NO. 40,481 KGH

October 6, 1992

TO BE FAXED: 1-346-6195

The City of Red Deer
Land Tax and Assessment Department
P.O. Box 5008
Red Deer, Alberta
T4N 3T4

Attention: W.F. Lees, Land Supervisor

Dear Sir:

Re: Lot 3, Block 5, Plan 5427 RS
Our File Number: 40,481 KGH

Thank you for your letter of September 23, 1992.

Further to same, we may advise that subject to the inclusion of the eighteen (18) stalls adjacent to the east side of Lot 3 in this transaction, our client agrees as follows:

- a. The sale price will be \$9.00 per square foot;
- b. The Purchasers are willing to have an Electrician place a meter base at the east property line at a charge of \$63.35 for the meter;
- c. A restrictive covenant stipulating that the Lots will be maintained as parking lots may be registered against the properties;
- d. A utility and access easement as suggested in you draft agreement may be registered against the properties.

We believe that the foregoing constitutes the fundamental terms of this transaction.

We may further advise that the rest of the terms in the draft Agreement do not appear to cause any undue concern at this time. They refer primarily to details which should be reviewed when and if we are able to reach an agreement with respect to the subject metered parking area.

Page 2

These negotiations are half way into their second year, and we know that you are well aware that this time period is ludicrous in the context of a relatively simple transaction such as this one. We appreciate that the subject of downtown parking is a sensitive political issue in Red Deer. However, we have agreed that the subject lands will remain committed to parking.

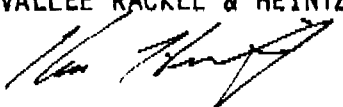
In reaching this Agreement with Shaw Cable, we would submit that the City Counsel has more than filled it's mandate. Should this transaction be completed, the City will have broadened it's tax base while maintaining control over the subject lands.

We are advised that the non-metered parking area is rarely if ever fully occupied, and there is no reason to believe that our client's parking needs will increase when this transaction is completed. Our client is anxious to conclude these negotiations and close this transaction on the terms outlined above.

We look forward to speaking with you soon.

Yours very truly,

LAVALLEE RACKEL & HEINTZ



KENNETH G. HEINTZ
KGH/am
c.c. Jack Hines

DATE: October 7, 1992

FILE NO. 92-1728

TO: City Clerk

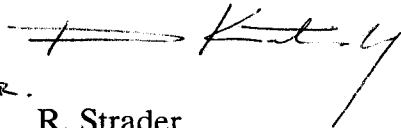
FROM: Bylaws & Inspections Manager

RE: **P-11 TRIUMPH PARKING LOT**

Shaw Cable has expressed an interest in purchasing the easterly portion of the City owned P-11 Triumph parking lot, currently utilized for short term metered parking, to complement the land which they purchased by way of the Council Resolution dated March 30, 1992.

Upon review of the shortage of public parking in the area, it is recommended that the 18 metered parking stalls be maintained for short term parking and not be sold to Shaw Cable.

Yours truly,



For.
R. Strader
Bylaws and Inspections Manager
BUILDING INSPECTION DEPARTMENT

DK/vs

Commissioners' Comments

We would concur with the recommendations of the Administration that this additional piece of property not be sold to Shaw Cable. As outlined, we would prefer to keep the 18 parking stalls available to the public and the balance of the land is used for access to the rear of the property and contains some utilities.

"R.J. MCGHEE"
Mayor

"M.C. DAY"
City Commissioner

DATE: OCTOBER 16, 1992

TO: ECONOMIC DEVELOPMENT MANAGER

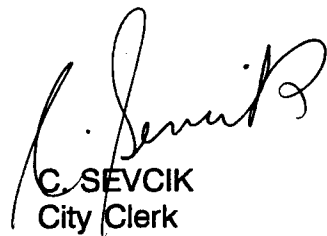
FROM: CITY CLERK

RE: SALE OF PART OF LOT 3, BLOCK 5, PLAN 5427 R.S.
SHAW CABLE HOLDINGS LTD.

Your report dated October 7, 1992 pertaining to the above topic, received consideration at the Council Meeting of October 13, 1992 and at which meeting Council passed the following motion denying the request from Shaw Cable Holdings Ltd.:

"RESOLVED that Council of The City of Red Deer hereby agrees that the offer by Shaw Cable Holdings Ltd. to purchase the remaining City owned portion of Lot 3, Block 5, Plan 5427 R.S. lying east of and adjacent to that portion of Lot 3 approved for sale on March 30, 1992, be not approved and as recommended to Council October 13, 1992."

The decision of Council in this instance is submitted for your information and I trust that you will advise Shaw Cable Holdings Ltd. officially of Council's decision in this instance.



C. SEVCIK
City Clerk

CS/clr

cc: Director of Finance
 Land Supervisor
 Bylaws & Inspections Manager
 Parking Commission

CORRESPONDENCENO. 1

11 Hallgren Avenue
Red Deer, Alberta
T4N 6P1

30 September 1992

Mr. Charlie Sevcik
City Clerk
City of Red Deer
P.O. Box 5008
Red Deer, Alberta T4N 3T4

Dear Sir:

On behalf of the residents of Highland Green Estates area, I hereby make request to appear as a delegation at the City Council meeting of October 13, 1992. Our concerns and request of Council are outlined in the attached presentation. As well, we will be bringing yet another petition from the area residents to the Council meeting that night.

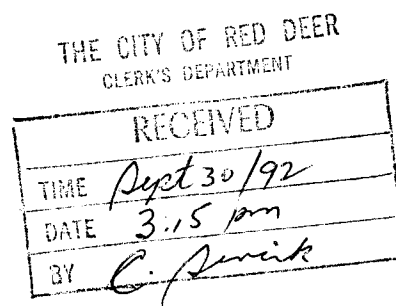
Thank you for your attention to this.

Yours truly,



Ellen J. Geddes

/ejg
Enclosure



30 September 1992

TO: His Worship, Mayor McGhee and Members of City Council

RE: HIGHLAND GREEN ESTATES - REQUEST FOR MORATORIUM ON FUTURE
MULTI-FAMILY/HIGH DENSITY REZONING AND DEVELOPMENT IN AREA

Background:

As you are already aware, our group has approached City Council on three previous occasions, every time because of the condominium complex proposed by Seibel Construction Ltd. on Lots 1-9, and 28-36, Block 7, Plan 6073X. This is a 1.63 acre parcel of land that is currently owned by the Daughters of Wisdom and is currently zoned A1. Since the Public Hearing of May 25, 1992, for the proposed rezoning to R2 of this land, we have spent many hours doing research and meeting with various people including the developer, the Red Deer Regional Planning Commission, and the area residents, not to mention coming as a group to City Council three times as mentioned. We have gathered, on a petition, signatures of people who own homes in the immediate area and who strongly oppose this development as proposed by Mr. Seibel/Mr. Cripps.

Discussion:

What has become increasingly clear to us is the unfair treatment the Highland Green area (Zone 5) has received from the City in the way of controlling the mix of housing types. In particular, we are representing what we refer to as Highland Green Estates, though this name is not a formally defined area with the City. For your information, we identify this area as all of Highland Green that is east of 59th Avenue, with boundaries of 67th Street on the north side, the escarpment on the south side and Gaetz Avenue on the west side.

Again, I refer you to the concerns that we raised before:

1. The existing percentage of multi-family dwellings in Highland Green is 57% of the total number of housing units, whereas the City's overall average of multi-family housing is only 25% -- this is according to your latest 1992 Census statistics (see attachments marked "A" and "B"). Already, this area has a ratio of multi-family to single family housing **that is 2.28 times greater than the overall city average.** Bower Place is the most comparable residential subdivision to Highland Green with a major mall on one side, strip malls along Gaetz, similar age and quality of homes, and multi-family housing in their area only comprises 37% of the total available housing.
2. According to the City of Red Deer General Municipal Plan, as amended November 25, 1991, and adopted by resolution of Council, there is a policy regarding "Existing Residential Areas" (attachment marked "C") which states:

"The appropriate mix of land uses in regard to infill development or redevelopment in established residential areas is to be determined through the neighbourhood planning process." (2.4.1.9 - page 11)

- 2 -

From our point of view, City Council members and the Red Deer Regional Planning Commission have not made clear to us what this **neighbourhood planning process** should be. Nor does it seem to us that they hold the same view of what an **"existing residential area"** is. We were told by the Planning Commission that our area is NOT an existing residential area as it is only 10 years old and that this section of the Plan refers to much older neighbourhoods. Therefore, this policy did not apply to us. The Plan does not, in fact, spell out how old a neighbourhood should be to fall into this category. And we strongly disagree with the Regional Planning Commission's view in this regard. Our neighbourhood is very well established. And from talking to several people all up and down many streets, we find that what the City told them when they first built their homes and what eventually happened is miles apart.

3. Another major concern expressed by all the community residents is the high volumes of traffic we are experiencing right now, especially on Hermary Street as it channels traffic from further west, either onto Hallgren Avenue or else out to Gaetz Avenue via 52nd Avenue and 62nd Street (around the south end of Wedgewood Gardens). With the eventual development of the property presently owned by Opus, these traffic levels are bound to increase even more. And something that no one has addressed is that there is a school (L'Ecole St. Louis de Montfort) that could conceivably be entirely surrounded by multi-family developments should Council decide to go ahead with rezoning for Multi-Family on the property owned by the Sisters. This is totally unacceptable from a safety point of view, traffic being only one of the safety concerns. And, with school bus traffic, parent and staff traffic, and a dead end street (because of the closure of Convent Hill), this area is already being used to its fullest extent.
4. We became aware of land which is already designated R3 for future high density development (land presently owned by the Knights of Columbus - presently used as a baseball diamond) but, because this was once a landfill site, the methane gas levels prohibit any development for the time being. Conceivably, this land could eventually be developed as well. With more high density housing, the area at the intersection of 52nd Avenue and 62nd Street would become even more congested than it is right now - with Wedgewood Gardens (182 apartment units) on one side, the Montfort School immediately adjacent on another side, and the proposed rezoning of the land owned by the sisters right across the street from the school and playground. (Please see attachment marked "D".)
5. Another major contentious issue that we brought to your attention was that of property values in our area. Almost without exception, area residents have expressed their frustration at the fact that, though we have experienced tax increases, we have not realized any increase in our assessed values. Other areas, such as South Red Deer have seen considerable appreciation of their property values while we have not for equal quality and age of homes.

...3/

What we have tried over and over to say is that we would be more than willing to accept a development that would enhance our area and that would recognize the existing property values which are already established. Again, **we are not against development, but we are against additional multi-family residential development in this area.**

Other areas such as Eastview, Parkvale, and Woodlea have been successful in their endeavours to have City Council halt any further high-density housing in their areas. Looking again at the Profile of Multi-Family Dwellings summary of the 1992 Census (marked "A"), we have a far higher ratio of multi-family housing than any of these areas. A recent case in point was the plan to build a fourplex in Eastview. Those residents opposed a fourplex, citing increased traffic and parking congestion, transient lodgers who disturb others and higher crime rates in high density areas. Speaking of crime rates, the Highland Green Estates area has an unusually high rate of break and enter incidences. We have the second highest rate of break and enters in the City according to a recent issue of Neighbourhood Watch's Newsletter (see attachment marked "E").

Additionally, we would like to advise Council that we have met with people who are experts in the area of seniors' housing development and have discovered that there are long waiting lists of people desiring to buy a unit in an "over-50 development" such as Parkvale in the old fairgrounds and the newer developments of this kind in Deerpark and Rosedale. We have gathered enough information to prove that there certainly is a market for this kind of development. Frankly, we are puzzled as to why Seibel Construction Ltd. needs two months to conduct a market study when it is a simple matter of talking to developers who are building this type of housing and putting an advertisement in the paper to see what kind of response and need there is for seniors' housing. We have indicated our desire to see a seniors development on the site Seibel Construction Ltd. has an option on.

Seniors are generally perceived to be responsible citizens in a community and they take pride in the upkeep and quality of their homes. They usually do not have two or three vehicles per household and therefore would not significantly add to the traffic and parking problems in this area. The particular site in question is an ideal location with major shopping malls, a bus stop, four eating establishments, and possibly more in the future, only 2 - 4 blocks away.

Recommendation:

We request from City Council the same consideration that other residents in this City have received for the same concerns. We are coming to this Council meeting (October 13, 1992) fully aware that a Municipal Election will be held only a few days later. But, because we have dealt with each of you several times before on this issue and because this Council is familiar with and fully aware of our concerns and the issues at hand, we are making this request to you:

- 4 -

In view of the present ratio of multi-family to single family housing in the Highland Green subdivision, and in consideration of the other concerns we have stated, we ask that a moratorium on any further multi-family development or rezoning for multi-family be put into effect immediately for this area we refer to as Highland Green Estates.

The only exception would be the consideration of a proposal for a quality "Over-50" seniors' housing complex. We would encourage Council to consider actively assisting any developer who would bring forward such a proposal, especially for Lots 1-9, and 28-36, Block 7, Plan 6073X, the site we have been specifically interested in over the past four months.

Respectfully submitted,

A handwritten signature in cursive script, reading "Ellen J. Geddes". The signature is written in dark ink and is positioned below the text "Respectfully submitted,".

Ellen J. Geddes, 11 Hallgren Avenue
On Behalf of Highland Green Estates

PROFILE OF MULTI-FAMILY DWELLINGSCITY OF RED DEER

Source : City of Red Deer 1992 Census Results

Zone No.	Number of M/F Dwellings	Total No. of Dwellings	% of M/F	Name of Area
Generally considered North Red Deer				
1	0	184	0	Kentwood
2	333	1,650	20	Glendale
3	290	1,458	20	Normandeau
4	445	823	54	Pines
5	886*	1,567	57*	Highland Green
6	274	1,145	24	Oriole park
7	526	778	68	NRD/Fairview
8	490	900	54	Lower Fairview

	3,244	8,505	38	
Generally considered Downtown				
9	67	212	32	Waskasoo
10	84	320	26	Woodlea
11	1,427	1,739	82	Downtown Core
12	161	386	42	"

	1,739	2,657	65	
Special Need Areas				
13	355	1,432	25	Hospital Area
14	135	139	97	R.D. College
15	639	841	76	Concentration
16	773	916	92	of Sub. & Sen.

	1,902	3,328	57	
Generally considered South Red Deer				
17	339	916	37	Bower***
18	251	662	38	Sunnybrook
19	6	650	1	Mountview
20	44	449	10	Grandview
21	104	445	23	Michener
22	349	925	38	Clearview
23	36	630	6	Rosedale
24	229	750	31	Older Eastview
25	236	719	33	New Eastview
26	0	369	0	Old Deer Park
27	60	479	13	Old Morrisroe
28	124	658	19	New Morrisroe
29	84	526	16	Old Anders
30	0	52	0	New Anders
31	0	0	0	Westener
32	0	361	0	New Deer Park
33	0	25	0	Victoria Park

	1,862	8,616	22**	

* With an increase of 40 Multi-Family units (8 approved & 32 planned), the percentage would rise to 60%.

** South Red Deer has 58% less "Multi-Family" than North.

*** Bower is the most comparable residential subdivision to Highland Green; its density however, is 35% less.

Within the Study Area, there are a total of 23,379 housing units as shown in Table 10. Whereas the County portion is 96% single family dwellings with the remainder being mobile homes, the City contains a wide range of housing types. About 50% is single family, with apartments accounting for 26%, duplexes and town housing comprising approximately 20%, and the remaining 4% is distributed among mobile homes and other units such as suites within single family dwellings.

**TABLE 10
EXISTING HOUSING UNITS**

AREA	SINGLE FAMILY	DUPLEX	TOWN HOUSE	APARTMENT	MOBILE HOME	OTHER	TOTAL
City of Red Deer	11,097	1,311	3,068	5,858	906	58	22,298
Urban Fringe	1,039	-	-	-	42	-	1,081*
Total	12,136	1,311	3,068	5,858	948	58	23,379

* Includes 399 housing units at C.F.B. Penhold.

Source: City of Red Deer Census and Urban Fringe Estimates, 1990

While overall current housing mix displayed by the City of Red Deer indicates a general balance between single family dwellings and other housing types. Table 11 demonstrates developments during the 1980's appear to have departed from this pattern.

**TABLE 11
HOUSING MIX
CITY OF RED DEER**

OVERALL MIX %	HOUSING TYPE	RECENT DEVELOPMENTS (10 YRS) %
50	Single Family	65
6	Duplex	9
14	Townhouse (fourplex, row)	20
26	Apartment (five or more)	5
4	Mobile Home	1
100		100

Source: City of Red Deer Housing and Residential Land Requirement Projections 1990 - 2030, RDRPC, 1990

There has been a significant shift in the type of housing units being constructed. More single family, duplex and townhouse units have been built while fewer apartments and mobile home units have been constructed. The most dramatic changes have occurred within the single family and apartment categories.

2.4 PROVISION OF HOUSING

2.4.1 POLICIES

2.4.1.1 The City of Red Deer will strive for moderate increase in densities by adopting programs to encourage innovative housing techniques and subdivision design which utilizes such concepts as zero-lot line, cluster housing, planned unit development, etc.

2.4.1.2 In the short term residential development will be directed to those areas that have been traditionally set aside - east hill, northwest sector.

2.4.1.3 (Deleted November, 1991)

2.4.1.4 (Deleted November, 1991)

Subdivision Layout

2.4.1.5 All future subdivision will be designed to adequately accommodate moderate increases in densities.

2.4.1.6 (Deleted November, 1991)

Existing Residential Areas

{ 2.4.1.7 The City will endeavour to maintain or strengthen established residential areas in quality, image and social environments.

2.4.1.8 The City will endeavour to optimize the use of existing servicing systems in order to accommodate additional infill or redevelopment proposals where appropriate in established residential areas.

{ 2.4.1.9 The appropriate mix of land uses in regard to infill development or redevelopment in established residential areas is to be determined through the neighbourhood planning process.

New Residential Areas

2.4.1.10 Residential development should be contiguous to existing development to allow for the cost-effective provision of municipal services and facilities.

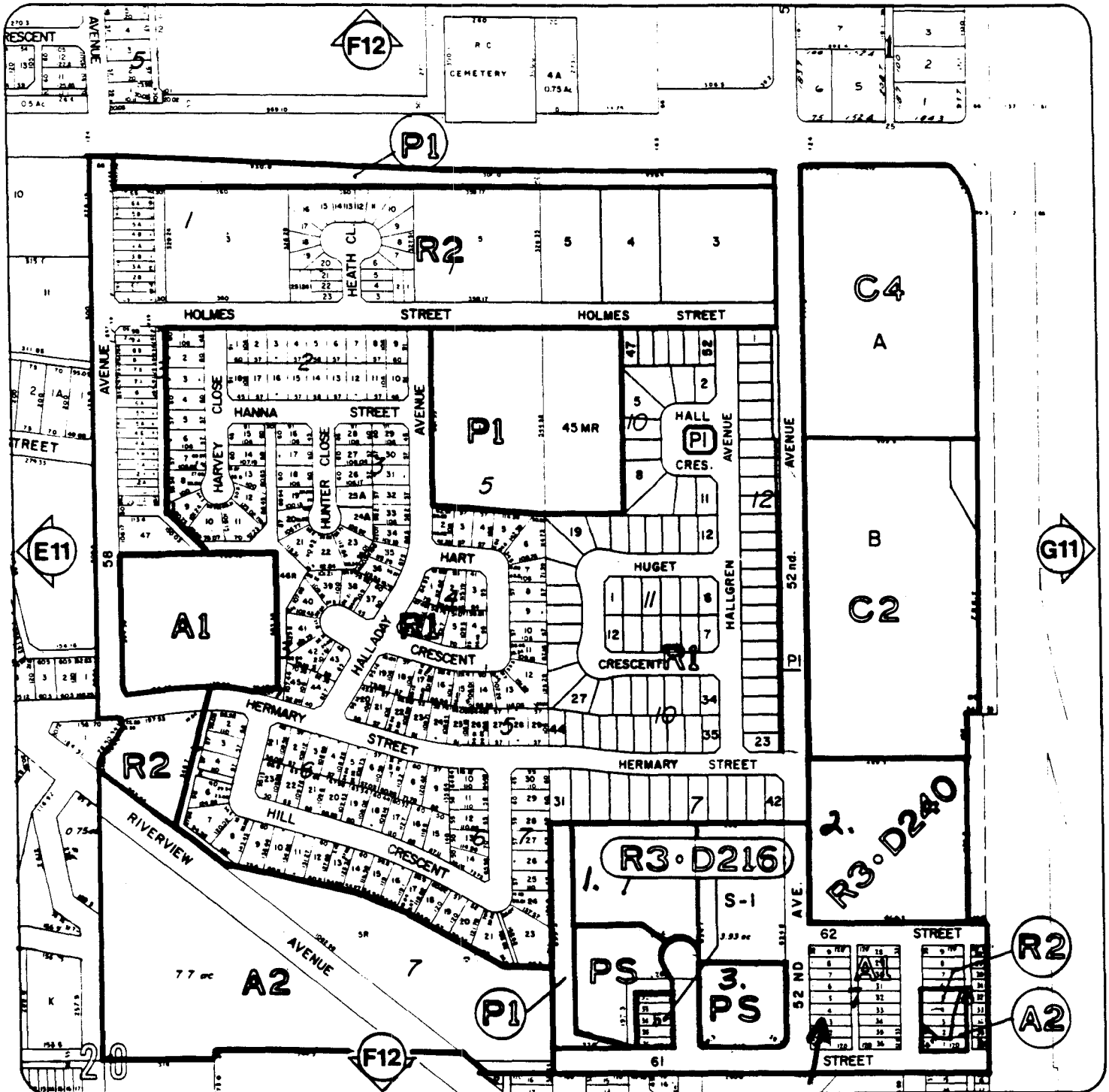
2.4.1.11 Variations in housing type and density are to be established through appropriate area structure plans and outline plans.

2.4.1.12 The City will ensure through front end servicing a planned inventory of easily serviceable residential lands, ready for development, to support a competitive land market.

City of Red Deer --- Land Use Bylaw

Land Use Districts

"D"
F11



Revisions :

2672/1-80 (27/Oct./80)
2011/BBB-77(19/JAN/81)
2672/H-81 (13/APR./81)
2672/K-81 (26/OCT./81)
2672/AA-81 (23/NOV./81)
2672/E-85 (1/APR./85)
2672/A-91 (29/APR./91)

1. Kol C property.
2. Wedgewood
3. Montfort School
4. Land owned by Sisters.

"E"



Be a member of NEIGHBOURHOOD WATCH

Working Together To Prevent Crime



**Fall is here again and school is in full swing.
Remember to watch out for children crossing the street.**

The speed zone hours are

8:00 am to 9:30 am

11:30 am to 1:30 pm

3:00 pm to 4:30 pm

BREAKS AND THEFTS

The recent rash of break, entry, and thefts in a residential area of Red Deer is a matter of crimes of opportunity, according to local R.C.M.P.

"Criminals take the route of least resistance," says Corporal Gerry McKinney. They look for houses which they can enter and leave quickly with little chance of detection.

"They're looking for an easy hit," Corporal McKinney adds. "The more difficult you make it, the more easily they are deterred, and go to the next house."

Daytime break and entries become a problem when no one is home all day. "Vacant homes are a prime target."

In most cases, thieves are looking for something which is easily portable, and easily sold, such as stereos, VCR's and cash, although sometimes the thieves will keep some items for their own use or give them as gifts to friends.

While no particular group is targeted as victims, there are steps that all homeowners should take to protect themselves and their possessions. Corporal McKinney recommends examining your own home for easy access from the outside. Good quality doors, locks, and well-fastened windows are a good place to start, he says. He also recommends keeping your doors and windows clearly visible to your neighbours, to make it more difficult for a would-be thief to gain access without attracting suspicious attention.

Outside lights, motion detectors, and burglar alarms can also be effective, he says. Even more, the R.C.M.P. encourage the development of a Neighbourhood Watch.

"Become involved in Neighbourhood Watch," Corporal McKinney advises. "Get to know your neighbours, promote a safer community, be alert to suspicious behaviour, and report so police can respond."

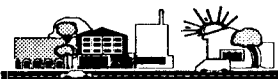
RESIDENTIAL BREAK & ENTERS

from July 1 to August 11, 1992

Anders - 2	Normandeau - 8
Bower - 2	Highland Green - 14*
Morrisroe - 4	Oriole Park - 8
Mountview - 2	Fairview / North Red Deer - 16
Sunnybrook - 4	West Park - 6
Clearview - 1	Rosedale - 1
Deer Park - 1	Pines - 3
Eastview - 3	Downtown - 8
Grandview - 1	Parkvale - 8
Glendale - 6	Waskasoo - 8

Compliments of Barry Stewart
of

Kipp Scott Pontiac Buick Ltd.



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As a member of NEIGHBOURHOOD WATCH, the businesses listed below have consented to giving you a discount on security articles. Please present your NEIGHBOURHOOD WATCH map and one other piece of I.D.

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RES: 346-7149
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GENERAL MANAGER

343-6576

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T4N 3Y4

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*** Please note
the figures for
Highland Green
and Fairview/North
Red Deer...direct
correlation to the
ratios of Multi-
Family to Single
Family as shown on
attachment "A".

Red Deer Catholic Schools



(403) 343-1055
FAX 347-6410

Administration Offices
3827 - 39 STREET
RED DEER, ALBERTA

September 2, 1992

His Worship, Mayor R. McGhee
and City Council
The City of Red Deer
Box 5008
Red Deer, Alberta
T4N 3T4

Your Worship and City Councillors,

At our regular meeting of September 1, 1992, our trustees expressed concern regarding any future development close to Ecole St. Louis de Montfort. As you know, there is limited access to the site on which this particular school is situated. Our understanding is that the old Highways building will be converted to a shopping mall, and that only recently, plans for a condominium development immediately east of our school site were postponed.

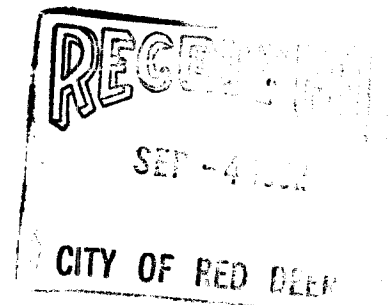
The area is already congested from a traffic point of view, because of large numbers of parked cars taking up road space. Any development in the future that would bring more traffic can only intensify present traffic flow problems in the area. We would, therefore, urge City Council to discourage any future development that would cause any further congestion in an area where an emergency would demand ready access.

Yours truly,

Gordon E. Deck
Chairman
Red Deer Catholic
Board of Education

GED/la

cc: The Coordinator, St. Joseph's Convent





MEMORANDUM

TO: C. Sevcik, City Clerk

DATE: October 2, 1992

FROM: Paul Meyette, Principal Planner

RE: HIGHLAND GREEN ESTATES - MORATORIUM REQUEST

Mrs. Ellen Geddes, on behalf of the Highland Green Estates residents, is requesting that Council put in place a moratorium on any further multi-family development or rezoning for multi-family for the area referred to as Highland Green Estates. The only exception proposed by the residents would be for the consideration of a quality "Over 50" seniors housing complex on Lots 1-9 and 28-36, Block 7, Plan 6073X.

BACKGROUND INFORMATION

The concern regarding multiple family residential development arose initially over a proposal by Seibel Construction to construct a 32 unit townhouse development. The proposed rezoning of the site from A1 to R2 was tabled by Council on July 20 to allow the developer to work further with an architect and the area residents.

A meeting was held on July 30 between the developer and Highland Green Estates residents. Planning and Engineering staff were also present. At the meeting the developer presented some facade and landscaping improvements while retaining the 32 units. The Highland Green Estates residents expressed strong concern about the number of units proposed, and expressed a preference for seniors housing.

In August the developer submitted a new plan proposing 24 units on the site. The smaller number of units allowed for improved landscaping and design. This proposal was submitted to Council on August 31, 1992. The Highland Green Estates residents opposed the approval of the proposal citing a preference for seniors housing. The residents at that time requested a moratorium on any further multifamily development or rezoning for multiple family. The developer withdrew the application prior to Council dealing with the issue; at that time the real estate agent indicated that he would be examining the feasibility of placing seniors housing on the site.

MUNICIPALITIES WITHIN COMMISSION AREA

CITY OF RED DEER • MUNICIPAL DISTRICT OF CLEARWATER No. 99 • COUNTY OF STETTLE No. 6 • COUNTY OF LACOMBE No. 14 • COUNTY OF MOUNTAIN VIEW No. 17 • COUNTY OF PAINT EARTH No. 18 • COUNTY OF RED DEER No. 23 • TOWN OF BLACKFALDS • TOWN OF BOWDEN • TOWN OF CARSTAIRS • TOWN OF CASTOR • TOWN OF CORONATION • TOWN OF DIDSBURY • TOWN OF ECKVILLE • TOWN OF INNISFAIR • TOWN OF LACOMBE • TOWN OF OLDS • TOWN OF PENHOLD • TOWN OF ROCKY MOUNTAIN HOUSE • TOWN OF STETTLE • TOWN OF SUNDBRE • TOWN OF SYLVAN LAKE • VILLAGE OF ALIX • VILLAGE OF BENTLEY • VILLAGE OF BIG VALLEY • VILLAGE OF BOTHA • VILLAGE OF CAROLINE • VILLAGE OF CLIVE • VILLAGE OF CREMONA • VILLAGE OF DELBURNE • VILLAGE OF DONA DA • VILLAGE OF ELMORA • VILLAGE OF GADSBY • VILLAGE OF HALKIRK • VILLAGE OF MIRROR • SUMMER VILLAGE OF BIRCHCLIFF • SUMMER VILLAGE OF GULL LAKE • SUMMER VILLAGE OF HALF MOON BAY • SUMMER VILLAGE OF JARVIS BAY • SUMMER VILLAGE OF NORGLANDWOLD • SUMMER VILLAGE OF ROCHON SANDS • SUMMER VILLAGE OF SUNBREAKER COVE • SUMMER VILLAGE OF WHITE SANDS • SUMMER VILLAGE OF BURNSTICK LAKE

UPDATE

Since the August 31, 1992 Council meeting, Planning staff have been examining some of the issues which were noted in the August 25th letter from Highland Green residents. These issues include a preference for seniors housing, a concern related to the number of multi-family development in Highland Green estates and traffic concerns. The Planning Commission has not received any further proposals from the developer or real estate agent since the August 31st Council meeting.

CURRENT PROPOSAL

The Highland Green residents are seeking a moratorium on any further multifamily development and a moratorium on any further rezoning for multifamily in the Highland Green Area. An exception is made for a seniors development on Lots 1-9 and 28-36, Block 7, Plan 6073X (Daughters of Wisdom). Planning staff have several concerns regarding this request.

1. There are already three properties which are zoned for multi-family in the Highland Green Estates area. These three properties are:
 - Knights of Columbus property (Lots 32-36, Block 5, Plan 2376 A.1) -
This site is zoned R3 - D216 (Multiple Family District) which would permit approximately 100 two bedroom units to be built on the site. This district lists multi-attached buildings and multiple family buildings as permitted uses. This site has not yet been developed because a portion of the site contains a former landfill operation.
 - Boomer Property (Block 2, Plan 2376 A.1) -
This site is also zoned R3-D216 (Multiple Family District) which would permit approximately 13 two bedroom units to be built on the site. This site is west of St. Louis De Montfort School and would likely be developed in tandem with the Knights of Columbus property in order to reduce the cost of services.
 - Belzerowski Property (Lots 1-5, Block 8, Plan 2376 A.1) -
This site is zoned R2 (General Residential District) which would permit 8 units to be built on the site. The R2 District lists multi-attached and multiple family as discretionary uses. There are no multiple family uses listed in the permitted use section of the R2 District.

Each of these three properties would be affected by the moratorium as proposed; in order for the moratorium to be effective, the Knights of Columbus and Boomer properties would have to be rezoned from R3 to either A1 (Future Urban Development) or another residential district. The Belzerowski property may also have to be rezoned from the R2 District to prevent any approval of multiple family development.

2. The moratorium on development, as proposed, would restrict all multi-family development or rezoning with the exception of an over 50 seniors complex. Planning staff have some concern about the legality of the City restricting the age of tenants or owners in a private development.
3. The moratorium would not fully address the planning and traffic issues within the Highland Green Estates neighbourhood.

RECOMMENDATION

The residents in Highland Green Estates have faced uncertainty for several months as to the nature of the development on Lots 1-9 and 28-36, Block 7, Plan 6073X; Planning staff sympathize with their desire to resolve this issue by proposing the moratorium. Planning staff do not however agree with the moratorium as proposed.

Planning staff feel that it is in the interests of Highland Green Estates residents to finalize discussion already started regarding the Daughters of Wisdom parcel so that the nature and density of the development can be determined. Planning staff feel that considerable progress has already been made in terms of reducing the density from the original proposal.

Planning staff have some concern about the proposed moratorium in terms of its provision to restrict the type of occupant in a multiple family development. We also feel that the moratorium does not address in a co-operative manner the issue of infill development in the neighbourhood; some discussions should be held with the owners of these vacant properties. The residents' concern related to individual site design and neighbourhood density and traffic patterns would also not be addressed through the proposed moratorium. Council should be aware that the rezoning of several properties would be necessary to enforce a long term moratorium.

Page 4
C. Sevcik

October 2, 1992

If Council favours a moratorium on further multiple family development or rezoning, Planning staff suggest that the moratorium apply only to properties which have not already been rezoned and that it be subject to the completion of a neighbourhood plan which would address the broad range of issues of concern to the Highland Green Estates residents including guidelines for development, development potential of vacant sites, neighbourhood density and traffic issues. If a moratorium is considered Council should address the status of the rezoning of the Daughters of Wisdom property. The Land Use By-law Amendment rezoning the property to R2 has had second reading.

Sincerely,



Paul Meyette, ACP, MCIP
PRINCIPAL PLANNER, CITY SECTION

PM/eam

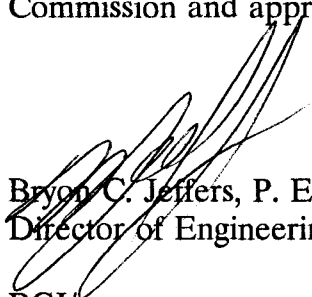
cc. Director of Community Services
Director of Engineering Services
By-laws and Inspections Manager
City Assessor
Economic Development Manager
E.L. & P. Manager
Fire Chief
Public Works Manager

DATE: October 5, 1992
TO: City Clerk
FROM: Director of Engineering Services
RE: **HIGHLAND GREEN ESTATES - MORATORIUM REQUEST
LOTS 1-9, 28-36, BLOCK 7, PLAN 6073 X**

We have reviewed the correspondence received from Highland Green Estates requesting a moratorium on further multifamily developments in this area.

RECOMMENDATION

We could not support a moratorium that is indefinite in terms of time frame. A moratorium by definition is a temporary delay, not a permanent action. We could support a moratorium until such time as a report is forthcoming to Council from the Red Deer Regional Planning Commission and appropriate City departments addressing the issue.



Bryon C. Jeffers, P. Eng.
Director of Engineering Services

BCJ/emg
c.c. Director of Community Services
c.c. By-laws and Inspections Manager
c.c. City Assessor
c.c. Economic Development Manager
c.c. E. L. & P. Manager
c.c. Fire Chief
c.c. Public Works Manager
c.c. Principal Planner

DATE: October 5, 1992

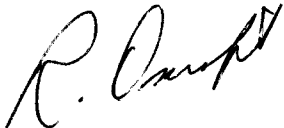
TO: City Clerk

FROM: Fire Chief

RE: HIGHLAND GREEN ESTATES - MORATORIUM REQUEST

Although we have not received any complaints to date, our concerns would be similar to that of the Chairman of the Catholic Board of Education in his letter to Council September 2, 1992 that further high density development may restrict the travel of emergency vehicles in the area of the Montfort School because of parking congestion.

The Fire Marshal indicates that he has not seen any plans from Mr. Seibel as to the type of development he plans for this property, and until such plans are submitted, it is difficult for us to comment on the impact of the development on emergency vehicle access.



R. Oscroft
Fire Chief

RO/dd

DATE: October 5, 1992

FILE NO. 92-1610

TO: City Clerk

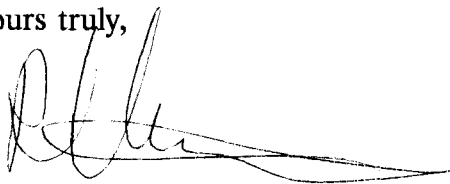
FROM: Bylaws and Inspections Manager

RE: **HIGHLAND GREEN ESTATES - MORATORIUM REQUESTS**

In response to your memo regarding the above subject, we have the following comments for Council's consideration.

After reviewing the matter with the Regional Planning Commission, we concur with their comments.

Yours truly,



R. Strader
Bylaws and Inspections Manager
BUILDING INSPECTION DEPARTMENT

RS/vs

Commissioners' Comments

We would concur with the comments of the Red Deer Regional Planning Commission particularly as it relates to those properties which are currently zoned for multiple family development. We fully support Council hearing the representations of the residents of Highland Green. We believe Council should also hear the concerns of the owners of the affected properties prior to making a decision.

"R.J. MCGHEE"
Mayor

"M.C. DAY"
City Commissioner

DATE October 1, 1992

TO:

- ☒ DIRECTOR OF COMMUNITY SERVICES
- ☒ DIRECTOR OF ENGINEERING SERVICES
- ☐ DIRECTOR OF FINANCIAL SERVICES
- ☒ BYLAWS & INSPECTIONS MANAGER
- ☒ CITY ASSESSOR
- ☐ COMPUTER SERVICES MANAGER
- ☒ ECONOMIC DEVELOPMENT MANAGER
- ☒ E.L. & P. MANAGER
- ☐ ENGINEERING DEPARTMENT MANAGER
- ☒ FIRE CHIEF
- ☐ PARKS MANAGER
- ☐ PERSONNEL MANAGER
- ☒ PUBLIC WORKS MANAGER
- ☐ R.C.M.P. INSPECTOR
- ☐ RECREATION & CULTURE MANAGER
- ☐ SOCIAL PLANNING MANAGER
- ☐ TRANSIT MANAGER
- ☐ TREASURY SERVICES MANAGER
- ☒ PRINCIPAL PLANNER
- ☐ CITY SOLICITOR
- ☐ _____

FROM:

CITY CLERK

RE: Highland Green Estates - Moratorium Request

Please submit comments on the attached to this office by October 5, 1992

for the Council Agenda of October 13, 1992 .

C. SEVCIK
City Clerk

**THE CITY OF RED DEER**

P. O. BOX 5008, RED DEER, ALBERTA T4N 3T4

FAX: (403) 346-6195

City Clerk's Department 342-8132

October 1, 1992

Ms. Ellen J. Geddes
11 Hallgren Avenue
Red Deer, Alberta
T4N 6P1

Dear Madam:

I acknowledge receipt of your letter dated September 30, 1992, re: Maratorium on Future Multi-Family /High Density Rezoning and Development in Area.

This item will be discussed and possibly a decision made at the Meeting of Red Deer City Council on Tuesday, October 13, 1992. Council meetings begin at 4:30 p.m., and adjourn for the supper hour at 6:00 p.m. reconvening at 7:00 p.m.

In the event you wish to be present at the Council meeting, would you please telephone our office on Friday, October 9, and we will advise you of the approximate time that Council will be discussing this item.

Would you please enter City Hall on the park side entrance when arriving, and proceed up to the second floor Council Chambers.

This request has been circulated to City administration for comments, and should you wish to receive a copy of the administrative comments prior to the Council meeting, they may be picked up at our office on the second floor of City Hall on Friday, October 9.

If you have any questions in the meantime, please do not hesitate to contact the writer.

Yours truly,

C. Sevcik
City Clerk
CS/ds

**RED DEER***a delight
to discover!*

DATE October 1, 1992

TO:

- ☒ DIRECTOR OF COMMUNITY SERVICES
- ☒ DIRECTOR OF ENGINEERING SERVICES
- ☐ DIRECTOR OF FINANCIAL SERVICES
- ☒ BYLAWS & INSPECTIONS MANAGER
- ☒ CITY ASSESSOR
- ☐ COMPUTER SERVICES MANAGER
- ☒ ECONOMIC DEVELOPMENT MANAGER
- ☒ E.L. & P. MANAGER
- ☐ ENGINEERING DEPARTMENT MANAGER
- ☒ FIRE CHIEF
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- ☐ TRANSIT MANAGER
- ☐ TREASURY SERVICES MANAGER
- ☒ PRINCIPAL PLANNER
- ☐ CITY SOLICITOR
- ☐ _____

No comments
des

FROM:

CITY CLERK

RE: Highland Green Estates - Moratorium Request

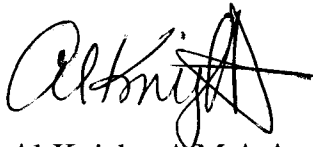
Please submit comments on the attached to this office by October 5, 1992

for the Council Agenda of October 13, 1992 .

C. SEVCIK
City Clerk

DATE: 6 October 1992
TO: City Clerk
FROM: City Assessor
RE: HIGHLAND GREEN ESTATES - MORATORIUM REQUEST

The Assessment and Tax Department has no comment on the above proposal.

A handwritten signature in black ink, appearing to read 'Al Knight', with a stylized flourish extending from the end.

Al Knight, A.M.A.A.
City Assessor

AK/ngl

**THE CITY OF RED DEER**

P. O. BOX 5008, RED DEER, ALBERTA T4N 3T4

FAX: (403) 346-6195

City Clerk's Department 342-8132

September 10, 1992

Red Deer Catholic Board of Education
P. O. Box 5016
RED DEER, Alberta
T4N 6R6

ATT: Mr. Gordon E. Deck
Chairman

Dear Sir:

Your letter dated September 2, 1992 addressed to City Council where you advised the separate school trustees have a concern regarding any future development close to Ecole St. Louis de Montfort, is hereby acknowledged with thanks.

Please be advised that a copy of this letter is being forwarded to all members of Council at this time for their information. When the proposed condominium development by Seibel Construction is brought back to Council, we will ensure that your letter referred to above will also be brought forward and placed on the agenda.

Trusting you will find this satisfactory. We thank you for your letter in this instance.

Sincerely,

C. SEVCIK
City Clerk

CS/slh

cc: City Council
City Commissioner
Director of Community Services
Director of Engineering Services
Bylaws & Inspections Manager
City Assessor
Fire Chief
R.C.M.P. Inspector
Principal Planner

*a delight
to discover!*

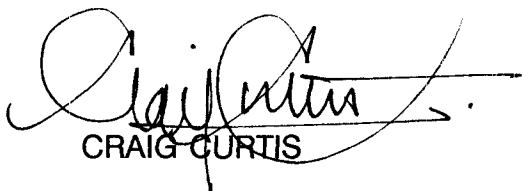
DATE: October 7, 1992

TO: CHARLIE SEVCIK
City Clerk

FROM: CRAIG CURTIS, Director
Community Services Division

RE: HIGHLAND GREEN ESTATES: MORATORIUM REQUEST
Your memo dated October 1, 1992 refers.

I have discussed this request with the Parks, Recreation & Culture and Social Planning Managers, and we have no comments from a Community Services perspective.



CRAIG CURTIS

:dmg

- c. Don Batchelor, Parks Manager
Colleen Jensen, Social Planning Manager
Lowell Hodgson, Recreation & Culture Manager

To City Clerk
DATE October 1, 1992

TO:

- ☒ DIRECTOR OF COMMUNITY SERVICES
- ☒ DIRECTOR OF ENGINEERING SERVICES
- ☐ DIRECTOR OF FINANCIAL SERVICES
- ☒ BYLAWS & INSPECTIONS MANAGER
- ☒ CITY ASSESSOR
- ☐ COMPUTER SERVICES MANAGER
- ☒ ECONOMIC DEVELOPMENT MANAGER
- ☒ E.L. & P. MANAGER
- ☐ ENGINEERING DEPARTMENT MANAGER
- ☒ FIRE CHIEF
- ☐ PARKS MANAGER
- ☐ PERSONNEL MANAGER
- ☒ ~~PUBLIC WORKS MANAGER~~
- ☐ R.C.M.P. INSPECTOR
- ☐ RECREATION & CULTURE MANAGER
- ☐ SOCIAL PLANNING MANAGER
- ☐ TRANSIT MANAGER
- ☐ TREASURY SERVICES MANAGER
- ☒ PRINCIPAL PLANNER
- ☐ CITY SOLICITOR
- ☐ _____

CITY OF RED DEER
RECEIVED
OCT - 2 1992
PUBLIC WORKS DEPT.

FROM:

CITY CLERK

RE: Highland Green Estates - Moratorium Request

Please submit comments on the attached to this office by October 5, 1992

for the Council Agenda of October 13, 1992 .

C. SEVCIK
City Clerk

In the CITY OF RED DEER GROWTH STUDY, April 1991, prepared by the Red Deer Regional Planning Commission, we would refer you to Page 18 dealing with density analysis:

* Dwelling unit density as opposed to population density is utilized as a means of forecasting the residential land requirements of the community. The density figures reflect gross land area requirements, which include provisions for major arterial, neighbourhood commercial, parks, schools and institutional space. Figures utilized have been developed through an analysis of gross developed area by housing type. The density analysis (Table 14) reflects recent residential development densities at about 32 persons per hectare. As previously discussed, the declining average number of persons per unit will result in a lower population density for existing housing stock.

**TABLE 14
RESIDENTIAL HOUSING UNIT DENSITIES
CITY OF RED DEER**

HOUSING TYPE	UNITS/GROSS HA
Single Family	9.2
Duplex	10.5
Townhouse (fourplex, row)	19.3
Apartments (five or more)	50.0
Mobile Homes	12.0

Source: City of Red Deer Housing and Residential Land Requirement Projections, 1990 - 2030.
RDRPC, 1990

The above densities may not be found in any given development but are taken as be-
representative over the City.

They calculate that there about 32 persons per hectare.

However, in their effort to show Council and us that we were well below the average, they prepared another analysis of "density" in selected neighbourhoods. The figures speak for themselves. Highland Green's density/person per hectare is 36.29 by their calculations -- in fact, higher than the overall City average.

EXISTING GROSS DENSITY COMPARISON OF SELECTED NEIGHBOURHOODS

Neighbourhood	Area in Hectares	Population 1992 Census	Density Person Per Hectare	Density Person Per Hectare
Glendale	110	4630	42.09	17.03
Normandeau	122.0	4090	33.52	13.56
Pines	66.8	2052	30.72	12.43
Highland Green	112.3	4076	* 36.29	14.69
Clearview Meadows	62.2	2582	41.52	16.80
Morrisroe extension	64.7	2110	32.61	13.19
South Hill (South of Hospital)	20.4	1229	60.24	24.37
Parkvale	20.0	812	40.60	16.43
Average density	-	-	39.68	16.06
Allowable density	-	-	50.00	20.23

Submitted to City Council

Date: Oct 13/92

343-2400 Fax line: 341-6560

Co-op proposed

□ Group finds need exists for seniors' housing project

By JIM LOZERON
of The Advocate

A group of Red Deer seniors has come together to explore the idea of building a 240-unit co-op housing complex.

Seniors agreed Wednesday to form a committee to lay groundwork for the condominium project that would be the first of its kind in Red Deer.

The president of Red Deer Pensioners Concerned, Walter Vath, will head the seven-member study committee. He said the success of the venture will hinge on how many people are willing to buy suites in the proposed five-storey apartment building.

But he said he's pleased with the support for the idea voiced at a seniors' meeting Wednesday and the reaction to a questionnaire circulated this summer. Eighty people attended the meeting.

The questionnaire prepared by the Communitas Consulting Group was returned by 64 of the 100 seniors who picked up copies at the Golden Circle and the Royal Canadian Legion.

"The survey found that the majority of the households did own their own homes but were planning to move in the future,"

said Pamela Iriye, a co-ordinator with the Communitas.

Mrs. Iriye said reasons typically cited by seniors for wanting to relocate cover the gamut from health concerns to worries over home and yard maintenance.

"Maybe the yard work or the stairs are too much or they want to surround themselves with people of their own age who have common interests," she said.

A co-operative housing project owned and managed by seniors offers the advantages of home ownership, plus a broader range of amenities than normally available at seniors' citizens lodges, said Mr. Vath.

He said the 240-suite apartment building envisioned by Red Deer seniors could include such amenities as underground parking, a grocery and drug store and automated banking.

According to the survey, seniors also are interested in having kitchen, dining and laundry facilities in their self-contained suites, said Ms. Iriye.

The consulting firm is prepared to undertake a feasibility study for the seniors' if they decide to hire the company for the work, she said.

DATE: OCTOBER 19, 1992

TO: PRINCIPAL PLANNER

FROM: CITY CLERK

RE: HIGHLAND GREEN ESTATES / NEIGHBOURHOOD PLAN

At the Council Meeting of October 13, 1992 a request from the residents of Highland Green Estates Area that Council put in place a moratorium on any further multi-family development or re-zoning for multi-family for the area referred to as Highland Green Estates, received consideration.

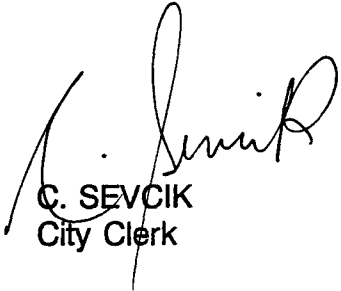
Following hereafter is a resolution which was passed by Council in regard to this matter:

"RESOLVED that Council of The City of Red Deer having considered correspondence dated September 30, 1992 from Mrs. Ellen Geddes on behalf of the Highland Green Estates residents requesting that Council put in place a moratorium on any further multi-family development or rezoning for multi-family for the area referred to as Highland Green Estates, with the exception of a quality "Over 50" seniors housing complex on Lots 1 - 9 and 28 - 36, Block 7, Plan 6073 X, hereby concurs with the comments of the Red Deer Regional Planning Commission particularly as it relates to those properties which are currently zoned for multiple family development and Council agrees to hear the concerns of the owners of the affected properties prior to making a decision and as recommended to Council October 13, 1992."

In the light of Council's decision, we would request that you proceed with the completion of a Neighbourhood Plan which would address the broad issues of concern to the Highland Green Estates residents, including guidelines for development, development potential of vacant sites, neighbourhood density and traffic issues. In the process of completing the Neighbourhood Plan we trust that you will be in contact with the owners of the affected properties to hear their concerns and to obtain their input, as directed in the above noted resolution. From the discussion which took place at the Council Meeting, it is our understanding that you would be in a position to complete this plan within 8 - 9 months.

Principal Planner
Page 2
October 19, 1992

The decision of Council in this instance is submitted for your information and appropriate action.



C. SEVCIK
City Clerk

CS/clr

cc: City Commissioner
Director of Community Services
Director of Engineering Services
Bylaws & Inspections Manager
City Assessor
Economic Development Manager
E L & P Manager
Fire Chief
Public Works Manager

**THE CITY OF RED DEER**

P. O. BOX 5008, RED DEER, ALBERTA T4N 3T4

FAX: (403) 346-6195

City Clerk's Department 342-8132

October 21, 1992

Ms. Ellen Geddes
11 Hallgren Avenue
Red Deer, Alberta
T4N 6P1

Dear Ms. Geddes:

RE: HIGHLAND GREEN ESTATES - MORATORIUM REQUEST

I would advise that your submission on behalf of residents of the Highland Green Estates area requesting a moratorium on future multi-family/high density re-zoning and development in the area, received consideration at the Council Meeting of October 13, 1992.

Following is the motion which was passed by Council in regard to your request:

"RESOLVED that Council of The City of Red Deer having considered correspondence dated September 30, 1992 from Mrs. Ellen Geddes on behalf of the Highland Green Estates residents requesting that Council put in place a moratorium on any further multi-family development or rezoning for multi-family for the area referred to as Highland Green Estates, with the exception of a quality "Over 50" seniors housing complex on Lots 1 - 9 and 28 - 36, Block 7, Plan 6073 X, hereby concurs with the comments of the Red Deer Regional Planning Commission particularly as it relates to those properties which are currently zoned for multiple family development and Council agrees to hear the concerns of the owners of the affected properties prior to making a decision and as recommended to Council October 13, 1992."

As the resolution passed by Council refers to comments of the Red Deer Regional Planning Commission, I am enclosing herewith said comments which appeared in the agenda (pages 63 - 66).

... / 2

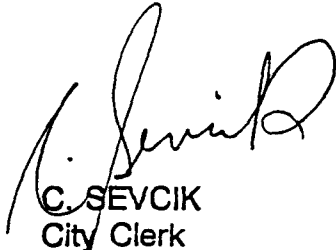
*a delight
to discover!*

Ms. Ellen Geddes
Page 2
October 21, 1992

In light of Council's decision, the Red Deer Regional Planning Commission will be requested to complete a "Neighbourhood Plan" which we understand will come back to Council in approximately 8 - 9 months from now (July - August 1993). In the meantime, should a land owner come forward with a proposal to develop property currently zoned R3 or R2, said application would have to be considered in accordance with the requirements of the Land Use Bylaw and the Provincial Planning Act. Notwithstanding the foregoing, please rest assured that the administration is aware of the concerns of the residents of the Highland Green Estates.

The decision of Council in this instance is submitted for your information. Should you have any questions, please do not hesitate to contact the undersigned.

Sincerely,



C. SEVCIK
City Clerk

CS/clr
Encls.

cc: City Commissioner
Director of Community Services
Director of Engineering Services
Bylaws & Inspections Manager
City Assessor
Economic Development Manager
Land Supervisor
E L & P Manager
Fire Chief
Public Works Manager
City Solicitor
Red Deer Catholic Board of Education
Knights of Columbus
Mr. Boomer
Mr. Belzerowski

NOTE: Please advise this office of any proposed development in this area so that we might keep Ellen Geddes, representative of this area, informed. Thank you.

13:59:07

TAXABLE		EXEMPT				
LAND TYPE	1100		MUNICIPAL	401.80	CURRENT	.00
OWNER TYP	2	0	ED.FOUND	171.32*	ARREARS	0.00
SEP.SCHL.	.0	.0	PUB.SCHL.	380.09	TOTAL	0.00
LAND	27870	0	SEP.SCHL.	.00		
IMP.	0	0	HOSPITAL	.00		
EQ.	0	0	FRONTAGES	3.20		
TOT	27870	0	TOTAL TAX	785.09		

OCTOBER 21, 1992

THE CITY OF RED DEER
PROPERTY TAX MASTER FILE INQUIRY

13:59:07

ROLL NUMBER: 2040030

ANNA & THOMAS & EDMUND &
ROBERT & CHESTER BELZEROWSKI
& CHRISTINA MAR & KATHRYN BOGLE
310 4811 67 STREET
RED DEER ALTA
T4N 5V3

6103 51 AV
LT 1 TO 5 BK 8 PL 2376AI

H.O.G.	TAXABLE	EXEMPT	MORTGAGE NO.	MORTGAGE CODE	000
OWNER TYPE	5	0	TAX CAVEAT DATE	00/00/00	
SEP. SCHL.	.0	.0	CHANGE DATES - L.T.	89/12/06	
			CITY	92/03/30	
			S.O.	00/00/00	
----ASSESSMENT INFORMATION----			-----TAX LEVIED-----		
	TAXABLE	EXEMPT	-----BALANCE OWING-----		
LAND TYPE	1101		MUNICIPAL	550.44	CURRENT .00
OWNER TYP	5	0	ED.FOUND	234.69*	ARREARS 0.00
SEP.SCHL.	.0	.0	PUB.SCHL.	412.97	TOTAL 0.00
LAND	29340	0	SEP.SCHL.	106.13	
IMP.	8840	0	HOSPITAL	.00	
EQ.	0	0	FRONTAGES	9.40	
TOT	38180	0	TOTAL TAX	1078.94	

OCTOBER 21, 1992

THE CITY OF RED DEER
PROPERTY TAX MASTER FILE INQUIRY

13:59:07

ROLL NUMBER: 2040010

ALLAN & GERALD & HARRY &
DARRELL BOOMER & VIVIAN
ANDERSEN & AILEEN SMETHURST
34 FAIRWAY AVE
RED DEER ALTA
T4N 4Y8

6118 53 AV
LT 32 BK 5 PL 2376AI

	TAXABLE	EXEMPT		MORTGAGE NO.	
OWNER TYPE	2	0		MORTGAGE CODE	000
SEP. SCHL.	.0	.0		TAX CAVEAT DATE	00/00/00
-----ASSESSMENT INFORMATION-----			CHANGE DATES - L.T.	88/06/07	
			CITY	84/02/13	
			S.O.	00/00/00	
			-----TAX LEVIED-----		
			-----BALANCE OWING-----		
LAND TYPE	1101		MUNICIPAL	309.82	CURRENT .00
OWNER TYP	2	0	ED.FOUND	132.10*	ARREARS 0.00
SEP.SCHL.	.0	.0	PUB.SCHL.	293.08	TOTAL 0.00
LAND	6590	0	SEP.SCHL.	.00	
IMP.	14900	0	HOSPITAL	.00	
EQ.	0	0	FRONTAGES	.00	
TOT	21490	0	TOTAL TAX	602.90	

NO. 2

Dr. Josephine E. Scalzo P.C.
 #803-5010-43 St.
 Red Deer
 Alberta
 T4N 6H2

Sept. 30, 1992

City Clerk
 City of Red Deer
 City Hall
 4914-48 Ave.

Mayor and Council:

Paul
 I have recently purchased a property at 4619-48 St. (Lots 10 to 11, Block 41, Plan K5). I wish to apply for an exception to the land use bylaw. The present zoning is R3 and I would like to extend the use to include operation of a Dental practice.

My plan is to renovate the existing house and to build an approximate 5 metre addition to its east end in keeping with the same style of the rest of the house. The detached single car garage will be demolished to allow for the accommodation of 6 to 8 off-street parking stalls.

I am presently located in the Centre 5010 and am in need of expanding. The options I have there are limited and unsuitable. Parking has always been a problem there and I will need more spaces after expansion.

The reason I chose to relocate to 4619-48 Ave. is that I live in Parkvale and the property is within easy walking distance from my home, and closer than any existing C1 zoned land. Any properties that I looked into in the existing C1 land were not suitable for renovation and would require demolition thereby putting the total cost of these properties including the new construction out of my reach.

I understand that the City wishes to maintain areas of R3 in the core, but I hope you will consider my proposal favorably for the following reasons:

1: This property is on the outer edge of an R3 zoning. It is adjacent to C1 properties on all sides except the rear.

2: Directly across the avenue, also in former R3 land, is Mills Travel. Next door (south and further into the block) is Dr. Dolinsky's dental practice. This lot has acquired the type of exception to the bylaw that I am requesting. Across the street to the north, the land is already zoned C1.

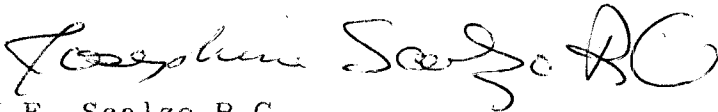
3: The property is a single 50 foot lot and is not suitable for development as a multifamily property. As I said, the lot south of it is already in commercial use and has effectively isolated this lot from the rest of the R3 zoned block.

This property's fate was more or less sealed when the property to the south was allowed to function as a commercial site. There is some argument as to whether that was a good decision, but once made, the properties adjacent to it should not be made to suffer because of it. Adherence to strict R3 zoning has already caused the former owners of my property undue hardship since they had numerous inquiries to purchase but only by people interested in C1 zoned property. These prospective purchasers were told by the Municipal Planning Commission, as I was, that there would be no spot zoning of this property from R3 to C1.

I am not, however, asking for this spot zoning, I am only asking for an exception to the present zoning so that I can make a sensible use of this property and make something better of a less than ideal situation. The reality is that no one is ever going to be interested in this property for use as high density housing as long as the property directly south is used for business. Obviously, this will be a long time, since it is more valuable as a commercial site than as a residential site. Therefore, R3 zoning already does not apply to my property by default, nor will it again in the foreseeable future.

I am not a speculator. I did not buy this property so that I could apply for different zoning with a vague purpose in mind for its end use. I bought this property with a definite purpose in mind - to relocate my dental practice there. Nor is my request for the short term. If I am successful in acquiring the usage that I am asking for, it could be my office for the next 30 years.

Sincerely,



J.E. Scalzo P.C.

THE CITY OF RED DEER
CLERK'S DEPARTMENT

RECEIVED	
TIME	3:35 pm
DATE	Sept 30, 1992
BY	K.P.

DATE: October 2, 1992
TO: C. Sevcik, City Clerk
FROM: Alan Scott, Manager Economic Development
RE: **APPLICATION FOR ESTABLISHMENT OF A DENTAL PRACTISE
R-3 ZONING**

The applicant is requesting that Council grant an exception to the existing Land Use Bylaw, permitting the establishment of a dental practise in R-3 zoning on 48 Avenue.

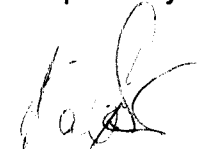
I would support the request on the following basis:

1. Some time ago, Council adopted a policy whereby commercial uses would be encouraged in some of the existing buildings contained within the downtown area. The philosophy was to promote a "cottage industry" concept, similar to European development where business is conducted on the main floor of a building while the second floor is devoted to residential use.
2. 48 Avenue contains several attractive and well-established residences, which are probably best suited for conversion to commercial use.
3. Other uses on 48 Avenue, which presently exists, are commercial in nature, and compatible to the request.

RECOMMENDATION

The Economic Development Department would support the application for the establishment of a dental practise at 4619 - 48 Avenue. We would recommend that the use be accommodated by extending the C-1 zoning to include the area of 48 Avenue between 45 and 46 Streets.

Respectfully submitted,



Alan V. Scott

AVS/mm

DATE: October 5, 1992

FILE NO. 92-1610

TO: City Clerk

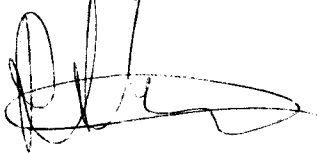
FROM: Bylaws and Inspections Manager

RE: **DR. J. SCALZO P.C.**
4619-48 STREET

In response to your memo regarding the above subject, we have the following comments for Council's consideration.

After discussing the application with Regional Planning, we support their recommendation for the reasons outlined in their Council submission. The applicant will require a building permit for the renovations, which require the project comply with the Alberta Building Code.

Yours truly,

A handwritten signature in black ink, appearing to be 'R. Strader', written over a horizontal line.

R. Strader
Bylaws and Inspections Manager
BUILDING INSPECTION DEPARTMENT

RS/vs



**RED DEER
REGIONAL PLANNING COMMISSION**

2830 BREMNER AVENUE, RED DEER,
ALBERTA, CANADA T4R 1M9

DIRECTOR: W. G. A. Shaw, ACP, MCIP

Telephone: (403) 343-3394

Fax: (403) 346-1570

M E M O

DATE: October 2, 1992


TO: C. Sevcik, City Clerk

FROM: Paul Meyette, Principal Planner

RE: Dr. J.E. Scalzo, 4619 - 48 Street, Dental Practice

Dr. Scalzo plans to operate a dental practice from the above noted site. Her letter indicates that she intends to expand the house by 5 metres to the east and add 6-8 parking off-street stalls on the site. In her letter, Dr. Scalzo points out that there is a medical clinic to the north of this site (across 47th Street), a dentist's office to the south and a travel agency to the west.

The site in question is an isolated R3 site. Planning staff have no objection to the request for an exception to the Land Use Bylaw for a dental practice, subject to adequate parking being provided. A site development plan should be submitted to the Building and Inspections Department.



Paul Meyette,
Principal Planner, City Section

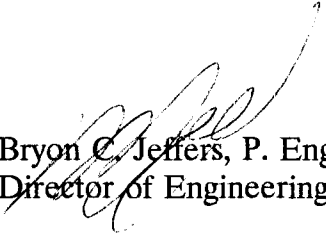
- c.c. - Fire Chief
- Manager, E.L. & P.
 - Economic Development Manager
 - City Assessor
 - Bylaws and Inspections Manager
 - Director of Engineering Services
 - Director of Community Services

MUNICIPALITIES WITHIN COMMISSION AREA

CITY OF RED DEER • MUNICIPAL DISTRICT OF CLEARWATER No. 99 • COUNTY OF STETTLE No. 6 • COUNTY OF LACOMBE No. 14 • COUNTY OF MOUNTAIN VIEW No. 17 • COUNTY OF PAINTERTON No. 18 • COUNTY OF RED DEER No. 23 • TOWN OF BLACKFALDS • TOWN OF BOWDEN • TOWN OF CARSTAIRS • TOWN OF CASTOR • TOWN OF CORONATION • TOWN OF DIDSBURY • TOWN OF ECKVILLE • TOWN OF INNISFAIR • TOWN OF LACOMBE • TOWN OF OLDS • TOWN OF PENHOLD • TOWN OF ROCKY MOUNTAIN HOUSE • TOWN OF STETTLE • TOWN OF SUNDRE • TOWN OF SYLVAN LAKE • VILLAGE OF ALIX • VILLAGE OF BENTLEY • VILLAGE OF BIG VALLEY • VILLAGE OF BOTHA • VILLAGE OF CAROLINE • VILLAGE OF CLIVE • VILLAGE OF CREMONA • VILLAGE OF DELBURNE • VILLAGE OF DONALDA • VILLAGE OF ELMORA • VILLAGE OF GADSBY • VILLAGE OF HALKIRK • VILLAGE OF MIRROR • SUMMER VILLAGE OF BIRCHCLIFF • SUMMER VILLAGE OF GULL LAKE • SUMMER VILLAGE OF HALF MOON BAY • SUMMER VILLAGE OF JARVIS BAY • SUMMER VILLAGE OF NORGLINWOLD • SUMMER VILLAGE OF ROCHON SANDS • SUMMER VILLAGE OF SUNBREAKER COVE • SUMMER VILLAGE OF WHITE SANDS • SUMMER VILLAGE OF BURNSTICK LAKE

DATE: October 5, 1992
TO: City Clerk
FROM: Director of Engineering Services
RE: **4619-48 STREET; LOTS 10 AND 11, BLOCK 41, PLAN K5
DR. J. E. SCALZO P.C. - DENTAL PRACTISE**

Engineering Services would have no objections to the request from Dr. J. E. Scalzo. The property in question is in close proximity to existing C1 uses. The proposed use would not, in our opinion, compromise the amenities of the neighbourhood.



Bryon C. Jeffers, P. Eng.
Director of Engineering Services

BCJ/emg
c.c. Director of Community Services
c.c. By-laws and Inspections Manager
c.c. City Assessor
c.c. Economic Development Manager
c.c. E. L. & P. Manager
c.c. Fire Chief
c.c. Principal Planner

Commissioners' Comments

We concur with the recommendations of the Administration.

"R.J. MCGHEE"
Mayor

"M.C. DAY"
City Commissioner

Ken Arnold
346-1411
on behalf
of Dr. Sealy
346-2210
will be
speaking at
Council

DATE October 1, 1992

TO:

- ☒ DIRECTOR OF COMMUNITY SERVICES
- ☒ DIRECTOR OF ENGINEERING SERVICES
- ☐ DIRECTOR OF FINANCIAL SERVICES
- ☒ BYLAWS & INSPECTIONS MANAGER
- ☒ CITY ASSESSOR
- ☐ COMPUTER SERVICES MANAGER
- ☒ ECONOMIC DEVELOPMENT MANAGER
- ☒ E.L. & P. MANAGER
- ☐ ENGINEERING DEPARTMENT MANAGER
- ☒ FIRE CHIEF
- ☐ PARKS MANAGER
- ☐ PERSONNEL MANAGER
- ☐ PUBLIC WORKS MANAGER
- ☐ R.C.M.P. INSPECTOR
- ☐ RECREATION & CULTURE MANAGER
- ☐ SOCIAL PLANNING MANAGER
- ☐ TRANSIT MANAGER
- ☐ TREASURY SERVICES MANAGER
- ☒ PRINCIPAL PLANNER
- ☐ CITY SOLICITOR
- ☐ _____

FROM:

CITY CLERK

RE: Dr. J.E. Scalzo P.C. - 4619 - 48 St Dental Practise

Please submit comments on the attached to this office by October 5, 1992

for the Council Agenda of October 13, 1992 .

C. SEVCIK
City Clerk

**THE CITY OF RED DEER**

P. O. BOX 5008, RED DEER, ALBERTA T4N 3T4

FAX: (403) 346-6195

City Clerk's Department 342-8132

October 1, 1992

Dr. Josephine E. Scalzo P.C.
#803 - 5010 - 43 Street
Red Deer, Alberta
T4N 6H2

Dear Dr. Scalzo:

I acknowledge receipt of your letter dated September 30, 1992, re: Amendment to the Land Use Bylaw.

This item will be discussed and possibly a decision made at the Meeting of Red Deer City Council on Tuesday, October 13, 1992. Council meetings begin at 4:30 p.m., and adjourn for the supper hour at 6:00 p.m. reconvening at 7:00 p.m.

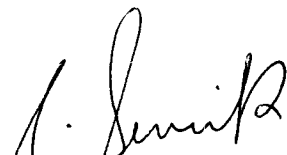
In the event you wish to be present at the Council meeting, would you please telephone our office on Friday, October 9, and we will advise you of the approximate time that Council will be discussing this item.

Would you please enter City Hall on the park side entrance when arriving, and proceed up to the second floor Council Chambers.

This request has been circulated to City administration for comments, and should you wish to receive a copy of the administrative comments prior to the Council meeting, they may be picked up at our office on the second floor of City Hall on Friday, October 9.

If you have any questions in the meantime, please do not hesitate to contact the writer.

Yours truly,

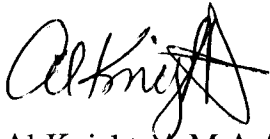


C. Seycik
City Clerk
CS/ds

*a delight
to discover!*

DATE: 6 October 1992
TO: City Clerk
FROM: City Assessor
RE: DR. J. E. SCALZO P.C.
4619 - 48 ST. - DENTAL PRACTISE

The Assessment and Tax Department has no comment regarding this pertaining to assessment and taxation matters.

A handwritten signature in cursive script, appearing to read "Al Knight", with a large, stylized "A" at the end.

Al Knight, A.M.A.A.
City Assessor

AK/ngl

DATE: October 1, 1992

TO: City Clerk

FROM: Fire Chief

RE: DR. J.E. SCALZO, 4619 - 48 STREET, DENTAL PRACTICE

We have no comments to offer regarding this request.



for

R. Oscroft
Fire Chief

RO/dd

DATE: October 5, 1992

TO: CHARLIE SEVCIK
City Clerk

FROM: CRAIG CURTIS, Director
Community Services Division

RE: DR. J.E. SCALZO P.C., 4619 - 48 STREET DENTAL PRACTICE
Your memo dated October 1, 1992 refers.

I have discussed this matter with the Parks and Recreation & Culture Managers, and we have no comments from a Community Services perspective.



CRAIG CURTIS

:dmg

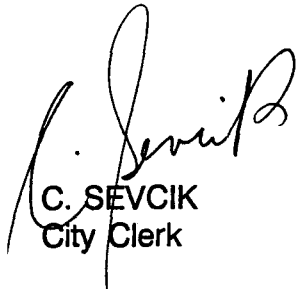
- c. Don Batchelor, Parks Manager
Lowell Hodgson, Recreation & Culture Manager

DATE: OCTOBER 14, 1992
TO: RED DEER REGIONAL PLANNING COMMISSION
FROM: CITY CLERK
RE: LAND USE BYLAW AMENDMENT 2672/DD-92

This is to advise that the above noted Land Use Bylaw Amendment was given first reading at the Council Meeting of October 13, 1992.

Bylaw 2672/DD-92 pertains to the operation of a dental practice at 4619 - 48 Avenue, Lots 10 & 11, Block 41, Plan K5. Enclosed herewith is a copy of the aforesaid Bylaw. This office will now proceed with advertising for a Public Hearing to be held on November 9, 1992.

Trusting you will find this satisfactory.



C. SEVCIK
City Clerk

CS/clr
Encls.

cc: Bylaws & Inspections Manager
Council & Committee Secretary, Sandra

**THE CITY OF RED DEER**

P. O. BOX 5008, RED DEER, ALBERTA T4N 3T4

FAX: (403) 346-6195

City Clerk's Department 342-8132

October 14, 1992

Dr. J.E. Scalzo
#803, 5010 - 43 Street
Red Deer, Alberta
T4N 6H2

Dear Dr. Scalzo:

RE: 4619 - 48 AVENUE (LOTS 10 & 11, BLOCK 41, PLAN K5)
LAND USE BYLAW AMENDMENT 2672/DD-92

Your letter of September 30, 1992 requesting an amendment to the Land Use Bylaw to allow the operation of a dental practice from the property described as #4619 - 48 Avenue, Lots 10 & 11, Block 41, Plan K5 was considered by Council at its meeting of October 13, 1992. At the aforementioned meeting Council passed the following motion approving your application in principle:

"RESOLVED that Council of The City of Red Deer hereby supports in principle the application for a "dental practice" at 4619 - 48 Avenue and hereby authorizes the administration to prepare a Land Use Bylaw Amendment for Council's consideration and as recommended to Council October 13, 1992."

In addition, Council gave first reading to Land Use Bylaw Amendment 2672/DD-92, a copy of which is enclosed herewith.

This office will now proceed with preparation of advertising for a Public Hearing to be held on Monday, November 9, 1992 commencing at 7:00 p.m., or as soon thereafter as Council may determine. The advertising is scheduled to appear in the Red Deer Advocate on Friday, October 23 and Friday, October 30, 1992. In accordance with the Land Use Bylaw, you are required to deposit with the City Clerk prior to public advertising, an amount equal to the estimated cost which in this instance is \$500.00. We will require this deposit by no later than Tuesday, October 20, 1992 in order to proceed with the advertising as scheduled above.

... / 2


*a delight
to discover!*

Dr. J.E. Scalzo
Page 2
October 14, 1992

When the actual costs of advertising are known you will be either invoiced for or refunded the balance.

Trusting you will find this satisfactory. If you have any questions, please do not hesitate to contact the undersigned.

Sincerely,



C. SEVCIK
City Clerk

CS/clr

cc: Director of Engineering Services
Bylaws and Inspections Manager
City Assessor
Economic Development Manager
Fire Chief
Principal Planner
Council & Committee Secretary, Sandra

NO. 3

Mayor Bob McGhee
The City of Red Deer
P.O. Box 5008
Red Deer, Alberta
T4N 3T4

July 23, 1992

Dear Mr. McGhee:

Both Brian Stackhouse and myself have been grateful for the support we have received from the city through the Recreation, Parks and Culture Board concerning the preservation of the natural area around the college. Renewed support is critical at this time as a result of the arrival of the continuous corridor along the abandoned rail line. With approximately one third of the natural area (south of the powerline) gone for sand mining, protecting of what remains is imperative. At this time the contiguous area owned by the college and Art Bower has been able to support up to 8 mule deer, several white tail deer, and until late this spring, 3 moose. Should the natural area shrink much further, there will be insufficient protective cover and browse for these animals and in my opinion, the area will cease to be of much value to the college as a natural reserve/classroom/training area. The city will lose an intermediate 5 km ski loop, walking trails, and an exceptionally challenging mountain biking area--a sport that is growing very quickly in Red Deer.

Industrial development in this area appears imminent, either through sand mining or through the sale of land along the continuous corridor. This would necessitate that the Bower's obtain permission from the city in the first case, and re-zoning to industrial from Agriculture in the second. I hope the City will not allow either to happen.

Another threat exists to the college-owned portion and that is a second major access from the west through the natural area to the college ring road. I doubt if the college would favor this proposal but the city planners seem determined.

I would make the following proposals concerning the two issues:

1. The wooded area must be protected and the open field should be converted into playing fields. If the college obtains degree-granting and building expansion occurs, the two ball diamonds and 2 football fields west of the Arts Centre will need to be moved. The Bower land is an ideal site - with protection from the prevailing winds and setting sun. Large recreational sports fields will be at a premium on the south side. Sports fields would be an excellent buffer to the natural area and could be incorporated into the existing ski trail system in the winter.

Mayor Bob McGhee
July 23, 1992
Page 2

2. If the city in its wisdom agrees to re-zone this land to industrial or residential (not likely) then all of the natural area and a significant buffer fringe must be protected as a condition of re-zoning. This is a last resort. Sand mining cannot be a viable activity within the city limits.
3. The Recreation Department must convince city planners that there are alternate solutions to a second entrance into the college through the natural area. Should the college get degree-granting, this will put immediate pressure on the development of a second major access. We need to approach this problem with imaginative alternate solutions.

I acknowledge that with the continuous corridor, there is money to be made. It is easy to calculate the value of sand found under the natural area and it is easy to speculate on the value of industrial properties along the corridor. It is much more difficult to put a value on the area left untouched and used for education, recreation, and public enjoyment. The college and Bower natural area have long been a direct site-line backdrop to the Bower and West Park districts. How is it possible to put a value on this? The very best use of this land is as a protected natural area.

Yours sincerely,



Don Wales

DW/rh

cc: Craig Curtis, Director of Community Services
Lowell Hodgson, Recreation Parks and Culture Board
John Oldring, MLA - South
Brian Stackhouse
Don Bachelor, Parks Department

DATE: October 5, 1992

CS-3.793

TO: CHARLIE SEVCIK
City Clerk

FROM: CRAIG CURTIS, Director
Community Services Division

RE: BOWER NATURAL AREA
Your memo dated September 1, 1992 refers.

1. Mr. Don Wales has written to the City expressing concern regarding the preservation of the College Natural Area within the Red Deer College site and the privately owned Bower Natural Area to the east (refer attached sketch). Mr. Wales is concerned:

- That the College Natural Area along Waskasoo Creek may be partially destroyed through the development of a second major access to the college site from Taylor Drive (the Major Continuous Corridor) to the east. He, therefore, recommends that alternative access solutions be fully investigated.
- That the Bower Natural Area may be destroyed through inappropriate development. He, therefore, recommends that the site be either utilized for expanded recreation facilities for the college, or redesignated in such a way that the natural wooded portion of the site is fully protected.

2. I have discussed the above matter with the Parks and Recreation & Culture Managers and our comments are as follows:

- The college site includes a large natural area along Waskasoo Creek and in the southwest. A portion of this area is hilly and wooded and is used in conjunction with the privately owned Bower Natural Area to the east. An extensive trail network has been developed in this area which is used for cross-country skiing, running and orienteering. The western portion of this area, adjacent to Highway #2, is cultivated and may be leased to a private company for development as a nine-hole golf course.

The approved Community Services Master Plan includes the following policy related to the College Natural Area:

"The City endorses the college's policy of preserving the natural area in the southwestern portion of the site to be used in conjunction with the Bower Natural Area for hiking, cross-country skiing and orienteering."

(Community Services Master Plan Section 4.2.38, page 59)

City Clerk
Page 2
October 5, 1992

The Transportation Master Plan studied a possible alternate access to the college site from 28th Street, as a method of relieving congestion on 32 Street. However, construction of this route would be the responsibility of the college, not the City, and may involve the acquisition of private land. Plans are very conceptual at this stage and the Engineering Department has indicated that it "would be pleased to work with the college on all viable options for any additional access to the college".

It is our view that the planning of future access to the college site should be an open process with opportunities for review by the community and the Environmental Advisory Board.

- The area known locally as the Bower Natural Area is 42ha (103.74 acres) of private land, adjacent to the Red Deer College grounds. The northern 30ha falls within the city of Red Deer; whereas, the southern 12ha is within the county. The area is a unique natural feature and largely consists of a series of consolidated sand dunes covered with a mixture of aspen and climax spruce forest. The balance of the area includes a rolling field under agricultural use, an abandoned sand pit, and an area in the south being used for a sand extraction operation. The area has over 175 identified species of wildflowers and many other varieties of plants, and supports many types of animals, including a transient deer population.
- With the permission of the owner, Mr. Art Bower, the area is used extensively by the Red Deer College for both educational and recreational purposes in conjunction with the adjacent College Natural Area. For biology courses, the area acts as a "living classroom", with its wide variety of flora and fauna and excellent examples of natural terrestrial succession. Unlike areas in Waskasoo Park, it may also be used for a variety of semi-consumptive activities, such as transect studies, collections, sampling and mark-recapture studies. The physical education and recreation courses use the area for cross-country ski instruction and orienteering. Several continuing education courses (e.g., survival) also use this area. The Intramural Recreation Program, the Cross-Country Running Team and Cross-Country Skiing Team also use the area, both for training and as a competitive site (e.g., the 1988 Alberta Colleges Athletic Conference Cross-Country Running Championship).

City Clerk
Page 3
October 5, 1992

- The 12ha portion of the area within the County of Red Deer is being used for a sand extraction operation under a Sand and Gravel Development and Recreation Agreement with Alberta Environment. A development permit was issued by the County of Red Deer for a sand operation with no size restrictions. However, this operation may not be extended into the remaining portion of the area without City permission. The area in question is designated A1-Future Urban Development in the City's Land Use Bylaw, in which sand extraction is a discretionary use. As a discretionary use, any application would have to be reviewed by the Municipal Planning Commission and advertised in the local newspapers for public comment.
- The future of the Bower Natural Area was considered by City Council at its meeting on January 22, 1990, when the following resolution was adopted:

"RESOLVED that Council of The City of Red Deer having considered reports and correspondence to Council January 22, 1990 re: College - Bower Natural Area hereby reaffirms the policies in the Recreation, Parks & Culture Master Plan, and supports the acquisition and preservation of the 'Bower Natural Area' by the Province, as part of the Red Deer College Grounds."

As a result of this resolution, the Mayor informed the Province of the City's support for the acquisition and preservation of the Bower Natural Area. The Province subsequently informed the City that the matter was being "actively reviewed".

- The new Community Services Master Plan, which was approved by City Council in December 1991, includes the following policy relating to the Bower Natural Area:

"The City should continue to support the college in its attempts to acquire the Bower Natural Area and preserve the wooded portion of the site as a low-key natural area for non-motorized recreation with trails for skiing, orienteering, and cross-country skiing. However, no capital funding should be allocated for this purpose."

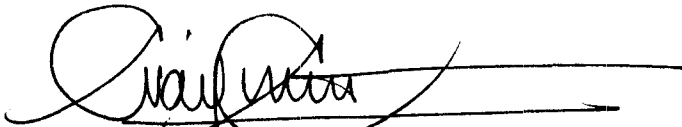
(Community Services Master Plan, Section 4.2.5, Page 35)

City Clerk
Page 4
October 5, 1992

- We support the preservation of the wooded portion of the Bower Natural Area as an extension of the natural areas presently within the college grounds. However in view of projected limited budgets, we cannot support City involvement in either the acquisition or maintenance. The natural areas of Waskasoo Park are one of the City's greatest assets. However, the Provincial Operating Grant has not been increased by inflation, as originally promised, and the City will assume full operating costs for the park system in the year 2011.
 - As stated in Mr. Wales's letter, it may be possible to preserve the wooded portion of the Bower Natural Area through a comprehensive plan for the entire site, including provision for residential and/or industrial development on the balance of the site. It is, therefore, proposed that the Red Deer Regional Planning Commission be requested to prepare a long-range land use plan for this area, in consultation with the landowner and the Red Deer College. Such a plan should consider the alternatives for a second access to the college site.
3. The preservation of the Bower Natural Area was considered by the Recreation, Parks & Culture Board at its meeting on September 23, 1992, when the following resolution was adopted:
- "THAT the Recreation, Parks & Culture Board agree to reaffirm a Statement in the 1991 Community Services Master Plan 4.2.5 that the City should continue to support the college in its attempts to retain the Bower Natural Area as a low-key natural area for non-motorized recreation with controls for running, orienteering and cross-country skiing; however, no capital funding should be allocated for this purpose."
4. RECOMMENDATIONS
- It is recommended that City Council:
- Reaffirm its support for the policies in the Community Services Master Plan relating to both the College Natural Area and the Bower Natural Area.

City Clerk
Page 5
October 5, 1992

- Request the Engineering Department to work with the college in the consideration and development of all viable options for an additional access to the college site, with opportunities for community input.
- Request the Red Deer Regional Planning Commission to prepare a long-range plan for the Bower Natural Area, in consultation with the private landowner and the Red Deer College and with opportunities for community input.



CRAIG CURTIS

:dmg

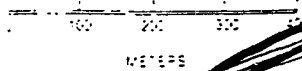
Att.

- c. Lowell Hodgson, Recreation & Culture Manager
Don Batchelor, Parks Manager
Paul Meyette, Principal Planner

RED DEER COLLEGE BOWER NATURAL AREA

CONTOUR INTERVAL 10M

SCALE 1:10000



Part of this land is privately owned. Please respect this land for example, do not walk through crops.

Beaver dams are not marked.

32ND STREET

28 ST

DRIVE
TAYLOR

POSSIBLE ACCESS

COLLEGE
NATURAL
AREA

BOWER
NATURAL
AREA

TREED
AREA

HIGHWAY 2

CITY
BOUNDARY

GRAVEL
EXTRACTION AREA

LEGEND

	Railway		Contour Line
	Major Highway		Form Line
	Paved Road Area		Steep Bank
	Dirt Road		Knoll, small Large
	Cart Track		Depression, Small, Large
	Large Trail		Pit
	Small Trail		Pond
	Fence Crossable		Uncrossable Stream
	Uncrossable		Crossable Stream
	Ruined		Ditch
	Power Line, Major		Narrow Marsh
	Minor		Irregular Marsh
	Wall		Distinct Marsh
	Building		Uncrossable Marsh
	Ruin		
	Amphitheatre		
	Flagpole		
	Wreckage		
	Tree, Ever		
	Power Box		
	Log Pile		

Contour Bands
 Banks, Gravel
 Soil
 Sand, Clay
 River Gravel
 Runoff, Flood
 River
 City District Vegetation Boundary
 City District Vegetation Boundary

RED DEER COLLEGE
 completed by
 Kitty Jones in June 1984.

CS-P-3.823

DATE: October 1, 1992
TO: CITY COUNCIL
FROM: BILL HULL, Chairman
Recreation, Parks & Culture Board
RE: BOWER NATURAL AREA - SUBMISSION BY DON WALES

At their regular meeting of September 23, 1992, the Recreation, Parks & Culture Board heard a presentation by Mr. Don Wales and Mr. B. Stackhouse concerning the Bower Natural Area. The attached report from the Parks Manager was also considered. In view of the private ownership of the subject land, the Board passed the following resolution:

"THAT the Recreation, Parks & Culture Board agree to reaffirm a Statement in the 1991 Community Services Master Plan 4.2.5 that the City should continue to support the College in its attempts to retain the Bower Natural Area as a low-key natural area for non-motorized recreation with controls for running, orienteering and cross-country skiing; however, no capital funding should be allocated for this purpose."



BILL HULL

:ad
Atts.

CS-P-3.791

DATE: September 17, 1992

TO: RECREATION, PARKS & CULTURE BOARD

FROM: DON BATCHELOR
Parks Manager

RE: BOWER NATURAL AREA - SUBMISSION BY DON WALES

Mr. Brian Stackhouse and Mr. Don Wales will be in attendance at the Board Meeting to discuss their submission concerning the preservation of the Bower Natural Area (see attached).

This submission is similar to a request presented to City Council on January 22, 1990, where the following resolution was adopted by City Council:

"RESOLVED that Council of The City of Red Deer having considered reports and correspondence to Council January 22, 1990 re: College - Bower Natural Area hereby reaffirms the policies in the Recreation, Parks & Culture Master Plan, and supports the acquisition and preservation of the 'Bower Natural Area' by the Province, as part of the Red Deer College Grounds."

Mr. Wales and Mr. Stackhouse feel the issue of the preservation of this area must be re-addressed in view of:

- the Major Continuous Corridor on the east side now under construction.
- the abandoned rail line now being converted to a roadway.
- the excavation of the sand contained in the south end of the natural area.
- access considerations from the Major Continuous Corridor to the College.
- land use designation considerations for this area.
- degree-granting status consideration for the College, and the potential need for expansion of buildings and sportsfield areas.

.../2

The attached plan outlines the area in question. The Community Services Master Plan recognizes this unique and natural area, as outlined in the excerpt and recommendation below:

4.2.5 BOWER NATURAL AREA

The area known as Bower Natural Area is 20 ha of private land adjacent to Red Deer College, south of Waskasoo Creek and west of the old C.P.R. tracks. This hilly and wooded area completes the cross-country skiing, running, and orienteering trail system that has been developed by Red Deer College, with assistance from the City. The trails have been developed and used with permission from the owner.

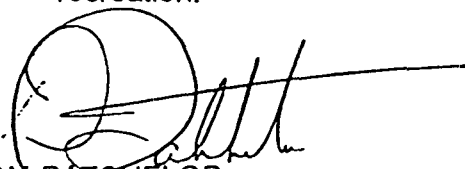
Since 1980, users of the area have put forward proposals that this private land be acquired by the City as an extension of Waskasoo Park, or by the College as an extension of its recreation facilities. The Waskasoo Park Master Plan did not recommend acquisition of this site because it is separated from the major park nodes along the river valley and creek system. As outlined in Section 3.2, it is proposed that the City continue to support the College in its attempts to acquire the site. It is the College's intention to preserve the wooded natural area and utilize the balance of the site for future development.

- The City should continue to support the College in its attempts to acquire the Bower Natural Area and preserve the wooded portion of the site as a low-key natural area for non-motorized recreation with trails for skiing, orienteering and cross-country skiing. However, no capital funding should be allocated for this purpose.

The response from the Red Deer Regional Planning Commission outlines the need to reaffirm the protection of this natural area, and the need to prepare an Outline Plan for the entire College lands including this natural area.

In view of the above, the following is recommended:

- That the Recreation, Parks & Culture Board support and recommend to City Council that the Bower Natural Area be preserved and encourage the Province to enter negotiations with respect to the acquisition of this area to be consolidated with the Red Deer College grounds for the purpose of low-key natural area recreation.

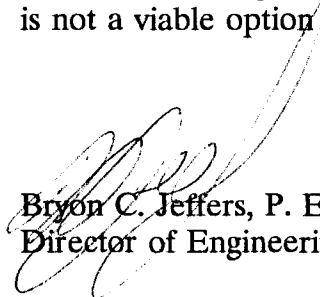

DON BATCHELOR

Atts.

DATE: September 21, 1992
TO: City Clerk
FROM: Director of Engineering Services
RE: **PRESERVATION OF NATURAL AREAS AROUND THE COLLEGE
DON WALES**

Engineering Services has reviewed the letter from Mr. Wales with respect to the land south of the City.

Mr. Wales refers to another major access to the College off of the Major Continuous Corridor road at 28 Street. He indicates that the College would not favour this proposal, but that City planners seem determined. We would be pleased to work with the College on all viable options for any additional access to the College. It is our opinion that this location is a logical one from the point of view of traffic accommodation. In any event, what we are saying is that as the College continues to grow, one access off 32 Street, as presently exists, will prove inadequate from both the public roadway and College entrance road perspective. Additional access on 32 Street is not, in our view, the answer, as all traffic is still concentrated on one roadway, 32 Street. Any work or restrictions occurring on 32 Street cause severe congestion. It is our opinion that a grade separation at the present location is not a viable option because of cost.



Bryon C. Jeffers, P. Eng.
Director of Engineering Services

BCJ/emg
c.c. Director of Community Services
c.c. By-laws and Inspections Manager
c.c. City Assessor
c.c. Parks Manager
c.c. Recreation and Culture Manager
c.c. Urban Planning Sections Manager



**RED DEER
REGIONAL PLANNING COMMISSION**

2830 BREMNER AVENUE, RED DEER,
ALBERTA, CANADA T4R 1M9

DIRECTOR: W. G. A. Shaw, ACP, MCIP

Telephone: (403) 343-3394
Fax: (403) 346-1570

TO: Charles Sevcik, City Clerk
FROM: Frank Wong, Planning Assistant

DATE: September 10, 1992

RE: Don Wales - Preservation of Natural Areas Around Red Deer College

1952 - 1992
CELEBRATING
40 YEARS
PLANNING SERVICE

Mr. Wales is expressing his concerns regarding the future of the privately owned portion of the Bower Natural Area. His concerns include the possible development of the land, the possibility of a second major access to the College through this area and the possibility of the gravel/sand operation expanding. He is seeking support from the City in preserving this natural area.

Comments

- The Bower Natural Area is significant and the City should work with the College to ensure that this site is retained in its natural state. The area, along with portions of College land, has one of the larger stands of native aspen parkland in the City. It is home to numerous wildflowers and animals and is used extensively for recreation and educational outings.

The Community Services Master Plan, updated on December 9, 1991, contains the following recommendation:

- The City should continue to support the college in its attempts to acquire the Bower Natural Area and preserve the wooded portion of the site as a low key natural area for non-motorized recreation with trails for skiing, orienteering, and cross-country skiing. However, no capital funding should be allocated for this purpose.
- Other than the direction in the Community Service Master Plan, the City has not prepared any long range plans for this Bower land. There is merit in undertaking some long range planning at this time prior to any development proposals being considered. The long range (Outline) Plan should review City wide and localized needs - including those of the College - in determining the ultimate land uses on this site.

MUNICIPALITIES WITHIN COMMISSION AREA

CITY OF RED DEER • MUNICIPAL DISTRICT OF CLEARWATER No. 99 • COUNTY OF STETTLE No. 6 • COUNTY OF LACOMBE No. 14 • COUNTY OF MOUNTAIN VIEW No. 17 • COUNTY OF PAINTWATER No. 18 • COUNTY OF RED DEER No. 23 • TOWN OF BLACKFALDS • TOWN OF BOWDEN • TOWN OF CARSTAIRS • TOWN OF CASTOR • TOWN OF CORONATION • TOWN OF DIDSBURY • TOWN OF ECKVILLE • TOWN OF INNISFAIR • TOWN OF LACOMBE • TOWN OF OLDS • TOWN OF PENHOLD • TOWN OF ROCKY MOUNTAIN HOUSE • TOWN OF STETTLE • TOWN OF SUNDRE • TOWN OF SYLVAN LAKE • VILLAGE OF ALIX • VILLAGE OF BENTLEY • VILLAGE OF BIG VALLEY • VILLAGE OF BOTHA • VILLAGE OF CAROLINE • VILLAGE OF CLIVE • VILLAGE OF CREMONA • VILLAGE OF DELBURNE • VILLAGE OF DONALDA • VILLAGE OF ELMORA • VILLAGE OF GADSBY • VILLAGE OF HALKIRK • VILLAGE OF MIRROR • SUMMER VILLAGE OF BIRCHCLIFF • SUMMER VILLAGE OF GULL LAKE • SUMMER VILLAGE OF HALF MOON BAY • SUMMER VILLAGE OF JARVIS BAY • SUMMER VILLAGE OF NORGLAND • SUMMER VILLAGE OF ROCHON SANDS • SUMMER VILLAGE OF SUNBREAKER COVE • SUMMER VILLAGE OF WHITE SANDS • SUMMER VILLAGE OF BURNSTICK LAKE

- 2 -

Charles Sevcik, City Clerk

September 10, 1992

- The 28th Street access was studied in the Transportation Master Plan and recommended as a way to relieve congestion on 32nd Street. Improving the access to the College would be necessary if the College undertakes a major expansion; the construction of 28th Street onto College land would, however, be the responsibility of the College, not the City.

Recommendation

- That the land owner be requested to prepare an outline plan for review by Council. This plan could involve the College lands to show any College expansion plans.
- That City Council reaffirm their support for maintaining the Bower Natural Area.


FRANK WONG
PLANNING ASSISTANT

FW/pim

c/c Director of Community Services
 Director of Engineering Services
 Bylaws & Inspections Manager
 City Assessor
 Parks Manager
 Recreation & Culture Manager
 Recreation Parks & Culture Board

DATE: September 3, 1992

FILE NO. 92-0835

TO: City Clerk

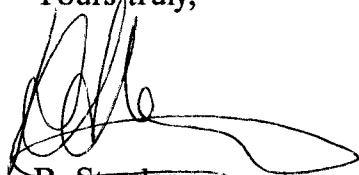
FROM: Bylaws and Inspections Manager

RE: **PRESERVATION OF NATURAL AREAS AROUND COLLEGE**

In response to your memo concerning the above site, a detailed planning study of the area should be done prior to any commitment for land use.

We recommend that this be referred to the Planning Commission for study.

Yours truly,



R. Strader
Bylaws and Inspections Manager
BUILDING INSPECTION DEPARTMENT

RS/vs

Commissioners' Comments

We would concur with the recommendations of the Director of Community Services. With respect to the preparation of a long range plan for the Bower Natural Area, we would suggest that same be included in the Red Deer Regional Planning Commission's proposed 1993 work plan which will be submitted to Council for approval, at which time Council can establish the priorities.

"R.J. MCGHEE"
Mayor

"M.C. DAY"
City Commissioner

DATE September 1, 1992

TO:

☒ DIRECTOR OF COMMUNITY SERVICES
☒ DIRECTOR OF ENGINEERING SERVICES
☐ DIRECTOR OF FINANCIAL SERVICES
☒ BYLAWS & INSPECTIONS MANAGER
☒ CITY ASSESSOR
☐ COMPUTER SERVICES MANAGER
☐ ECONOMIC DEVELOPMENT MANAGER
☐ E.L. & P. MANAGER
☐ ENGINEERING DEPARTMENT MANAGER
☐ FIRE CHIEF
☒ PARKS MANAGER
☐ PERSONNEL MANAGER
☐ PUBLIC WORKS MANAGER
☐ R.C.M.P. INSPECTOR
☒ RECREATION & CULTURE MANAGER
☐ SOCIAL PLANNING MANAGER
☐ TRANSIT MANAGER
☐ TREASURY SERVICES MANAGER
☒ URBAN PLANNING SECTION MANAGER

☒ Recreation Parks & Culture Board (meeting of Sept 23)

FROM:

CITY CLERK

RE: DON WALES - PRESERVATION OF NATURAL AREAS AROUND COLLEGE

Please submit comments on the attached to this office by Oct. 5 ~~Sept. 4~~ ⁶⁰

 for the Council Agenda of Sept. 14/92 ~~Sept. 14/92~~ Oct. 13 ⁶⁰


C. SEVCIK
City Clerk

**THE CITY OF RED DEER**

P. O. BOX 5008, RED DEER, ALBERTA T4N 3T4

FAX: (403) 346-6195

City Clerk's Department 342-8132

September 1, 1992

Mr. Don Wales
133 Wilson Crescent
Red Deer, Alberta
T4N 5V6

Dear Sir:

I acknowledge receipt of your letter dated July 23, 1992, re: preservation of natural areas around the College.

This item will be discussed and possibly a decision made at the Meeting of Red Deer City Council on Tuesday, October 13, 1992. Council meetings begin at 4:30 p.m., and adjourn for the supper hour at 6:00 p.m. reconvening at 7:00 p.m.

In the event you wish to be present at the Council meeting, would you please telephone our office on Friday, October 9, and we will advise you of the approximate time that Council will be discussing this item.

Would you please enter City Hall on the park side entrance when arriving, and proceed up to the second floor Council Chambers.

This request has been circulated to City administration for comments, and should you wish to receive a copy of the administrative comments prior to the Council meeting, they may be picked up at our office on the second floor of City Hall on Friday, October 9.

If you have any questions in the meantime, please do not hesitate to contact the writer.

Yours truly,



C. Sevcik
City Clerk

CS/ds

*a delight
to discover!*

RED DEER COLLEGE BOWER NATURAL AREA

CONTOUR INTERVAL 3m

SCALE 1:10 000



32ND STREET

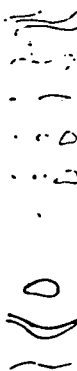
Part of this land is privately owned. Please respect this land for example, do not walk through crops.

Beaver dams are not marked.

LEGEND

- Railway
- Major Highway
- Paved Road/Area
- Dirt Road
- Cart Track
- Large Trail
- Small Trail
- Fence Crossable
- Uncrossable
- Ruined
- Power Line Major
- Minor

- Wall
- Building
- Ruin
- Amphitheatre
- Flagpole
- Wreckage
- Sewer Pipe
- Power Box
- Log Pile



- Contour Line
- Form Line
- Steep Bank
- Knoll, small, Large
- Depression, Small, Large
- Pit

- Pond
- Uncrossable Stream
- Crossable Stream
- Ditch
- Narrow Marsh
- Impermeable Marsh
- Distinct Marsh
- Uncrossable Marsh



- Outline Boundary
- Ground Outline
- Semi-Open
- Rough Open
- Runnable For
- Fence
- Distinct Vegetation Boundary
- Very Distinct Vegetation Boundary

HIGHWAY 2

TREE LINE

CITY BOUNDARY

GRAVEL EXTRACTION AREA

M.C.C.

COLLEGE NATURAL AREA
BOWER NATURAL AREA
4213

RED DEER COLLEGE
completed by
Kitty Jones in June 1964.

DATE: 6 October 1992

TO: City Clerk

FROM: City Assessor

RE: DON WALES - PRESERVATION OF
NATURAL AREAS AROUND COLLEGE

The Assessment and Tax Department has no comment on this pertaining to assessment and taxation matters.

A handwritten signature in black ink, appearing to read 'Al Knight', with a stylized, overlapping flourish at the end.

Al Knight, A.M.A.A.
City Assessor

AK/ngl

**THE CITY OF RED DEER**

P. O. BOX 5008, RED DEER, ALBERTA T4N 3T4

FAX: (403) 346-6195

City Clerk's Department 342-8132

October 19, 1992

Mr. Don Wales
133 Wilson Crescent
Red Deer, Alberta
T4N 5V6

Dear Sir:

RE: BOWER NATURAL AREA

Your letter of July 23, 1992 pertaining to the above topic was considered at the Council Meeting of October 13, 1992 and at which meeting Council passed the following motion:

"RESOLVED that Council of The City of Red Deer having considered correspondence dated July 23, 1992 from Mr. Don Wales expressing concern regarding the preservation of the College natural area within the Red Deer College site and the privately owned Bower natural area to the East, hereby agrees as follows:

1. To reaffirm it's support for the policies in the Community Services Master Plan relating to both the College natural area and the Bower natural area;
2. To request the Engineering Department to work with the College in the consideration and development of all viable options for an additional access to the College site with opportunity for community input;
3. To request the Red Deer Regional Planning Commission to prepare a long range plan for the Bower natural area, in consultation with the private land owner and the Red Deer College and with opportunities for community input, said long range plan to be included in the Red Deer Regional Planning Commission's proposed 1993 Work Plan which will be submitted for Council for approval and at which time Council can establish the priorities."

... / 2

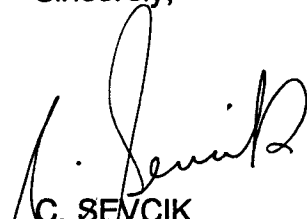
*a delight
to discover!*

Mr. Don Wales
Page 2
October 19, 1992

The decision of Council in this instance is submitted for your information and we wish to take this opportunity to thank you for your submission in this instance.

Trusting you will find this satisfactory.

Sincerely,



C. SEVCIK
City Clerk

CS/clr

cc: Director of Community Services
Director of Engineering Services
Principal Planner

DATE: OCTOBER 20, 1992
TO: PRINCIPAL PLANNER
FROM: CITY CLERK
RE: BOWER NATURAL AREA

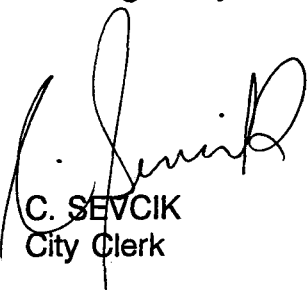
At the Council Meeting of October 13, 1992, a submission from Mr. Don Wales pertaining to the above matter received consideration and at which meeting Council passed the following motion:

"RESOLVED that Council of The City of Red Deer having considered correspondence dated July 23, 1992 from Mr. Don Wales expressing concern regarding the preservation of the College natural area within the Red Deer College site and the privately owned Bower natural area to the East, hereby agrees as follows:

1. To reaffirm it's support for the policies in the Community Services Master Plan relating to both the College natural area and the Bower natural area;
2. To request the Engineering Department to work with the College in the consideration and development of all viable options for an additional access to the College site with opportunity for community input;
3. To request the Red Deer Regional Planning Commission to prepare a long range plan for the Bower natural area, in consultation with the private land owner and the Red Deer College and with opportunities for community input, said long range plan to be included in the Red Deer Regional Planning Commission's proposed 1993 Work Plan which will be submitted for Council for approval and at which time Council can establish the priorities."

The decision of Council in this instance is submitted for your information and appropriate action.

Trusting that you will comply with Council's resolution as noted above.



C. SEVCIK
City Clerk

CS/clr

cc: City Commissioner
Recreation & Culture Manager
Parks Manager
Recreation, Parks and Culture Board

AL-TERRA

Engineering Ltd.

91

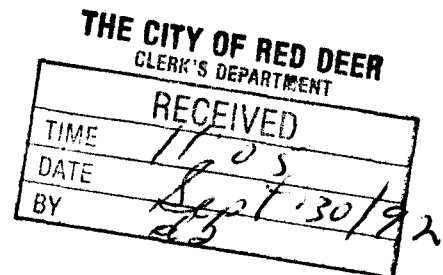
Consulting Engineering
Edmonton • Red Deer

NO. 4

September 29, 1992

185-36

City of Red Deer
City Clerks Department
Box 5008
Red Deer, Alberta



Attention: Mr. Charlie Sevick, City Clerk

Dear Sir

Re: VICTORIA IN ANDERS PARK ENTRANCE FEATURES
BY ANDERS EAST DEVELOPMENTS LTD.

As discussed with you on September 29, 1992, during a meeting involving the City of Red Deer Engineering Department, Public Works Department, Land Department, Bylaws and Inspections Department, and also attended by the City's Solicitor, Anders East Developments Ltd. and AL-Terra Engineering Ltd. it was resolved that the entrance features for Victoria in Anders Park should be presented to City Council for approvals. On behalf of Anders East Developments Ltd. we are herewith requesting that you include it on the agenda for the next City Council meeting. A plan illustrating the proposed entrance features is attached for your information.

To provide you with some background information, we will provide some brief history on this matter, we will provide our understanding of the matters which have been resolved to date, and which items still require resolution, and are the reason why this matter is now being presented to City Council for approvals.

In the fall of 1991, Anders East Developments Ltd. in conjunction with AL-Terra Engineering Ltd. started working towards the development of a major entrance feature for the Victoria in Anders Park quarter section. This major entrance feature was proposed to be installed at the intersection of Allan Street and 32nd Street. Preliminary discussions were held with the City of Red Deer Engineering Department and Parks Department during the preliminary design stages. On March 13, 1992, a meeting was held with representation from the Engineering Department, Parks Department, Public Works Department, Anders East Developments Ltd, and AL-Terra Engineering Ltd. present. The drawings of the proposed entrance feature were presented at that time. The drawings were still preliminary.

Consultants in Land & Municipal Development

1

However, they did indicate:

- The general size and general location where the entrance features would be located.
- The nature of the materials they would be built from. The columns would be constructed using brick or stone. The "fencing" would be constructed of wrought iron. The entrance signs would be constructed of aluminum backing with bronze lettering.

Al-Terra Engineering Ltd. advised that the entrance features would be tendered in a "design-build" type format where the successful tenderer would provide us with details on items such as what materials to construct the columns, caps and other features from. For this reason the final design details of the entrance features could not be finalized until after the tendering process was finalized.

Recommendations on the present design were provided by the three City of Red Deer Departments and were incorporated into the design. The other matters resolved at the March 13, 1992 meeting were that:

- City Council approval would likely be required for the entrance features.
- Anders East Developments Ltd. would be committed to a two year maintenance period for the entrance features.
- A lump sum endowment fund would be established which would pay for future maintenance associated with this entrance feature. The amount of the endowment fund was to be resolved between Anders East Developments and the City of Red Deer Public Works Department. Both parties were to research the expected costs for future maintenance for facilities of this nature.

Since that time, sporadic discussions have occurred between the Developer and his representative and several representatives of the Public Works Department regarding what maintenance costs could be expected for these entrance features. The general consensus is that vandalism is the primary concern with respect to maintenance. It is impossible to predict if vandalism will occur, or how often it might occur.

Since the March 13, 1992 meeting, the entrance features were tendered and, through a process taking approximately two months in total, the design details were worked out with the entrance feature contractor, and the detailed design drawings were updated to reflect the resulting changes.

Since the concept of installing major entrance features is relatively new to the City of Red Deer, we did not know what the approval process should involve. However, since we were initially advised it would have to go to City Council for approval, we forwarded a package to the City of Red Deer Parks Department on August 20, 1992, and requested they handle approvals as required. The information was circulated to the Land Department, and the Engineering Department. After several meetings regarding this matter, it was resolved the entrance features would NOT have to go to City Council for approvals. Since the matter of what approvals were required from which department was still not completely resolved, we were directed to send a package with the status of all approvals we were aware of to the Bylaws and Inspection Department. This information was submitted to the Bylaws and Inspections Department on September 22, 1992. As a result of this submission, the meeting of September 29, 1992, referred to in the opening paragraph of this letter was held, and a decision made to refer this matter to City Council.

The meeting held September 29, 1992 confirmed the following:

i) Engineering Department:

Their concerns have been satisfactorily addressed. The locations proposed for the entrance features are satisfactory. adequate provisions for easements are provided. The legal and approval parameters, such as insurance, bonding, maintenance period et. al. can be handled via letter addendum to the Anders East Phase 2A development agreement.

ii) Parks Department:

Their concerns have been satisfactorily addressed in the design. A landscaping plan has been submitted to them for approvals. The landscaping requirements are not an item which need be resolved at this time.

iii) City of Red Deer Solicitor:

Although from a practical perspective, having the entrance feature in an easement is no different than having a hydrant or transformer in an easement, current easement documents do define those items which can be permitted in an easement as "utilities". The entrance feature cannot likely be defined as a "utility". Therefore a separate agreement will likely be required to permit the entrance feature to be located in the easements. There is no reason why preparation of the necessary documentation should hold up construction of the entrance

feature to be located in the easements. For the south west corner entrance feature, as long as Anders East Developments Ltd. can get even verbal approval from Petro Canada to install the entrance feature in their easement, there is no reason not to let construction proceed. For the south east entrance feature, the agreement would be made with Anders East Developments Ltd., and accordingly would not pose any difficulty.

iv) Public Works Department:

Anders East Developments had proposed an endowment fund of \$2,500.00 for perpetual maintenance. The Public Works Department does not feel this is anywhere near adequate. Their preference is that the Developer maintain this entrance feature forever at no cost to the City of Red Deer. Needless to say, Anders East Developments Ltd. is not at all in agreement with this position. The entrance features are no different in terms of being an enhancing feature for the City of Red Deer than the Cenotaph or extra trees in a park, or a paved walkway instead of a shale path. The City of Red Deer has no objections to maintaining these types of enhancement facilities.

The only matter not resolved, and the reason this matter is going to City Council for resolution is the maintenance issue.

We trust this provides the majority of the background information required for this matter. Please call at your convenience should additional information or clarification be required.

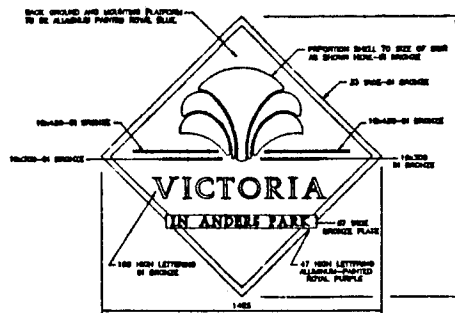
Yours truly



Martin A. Broks, P. Eng.
Red Deer Manager

c.c. Melcor Developments Ltd.
Attention: Mr. Fred Lebedoff, R.E.T.

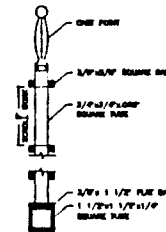
MAB/leb



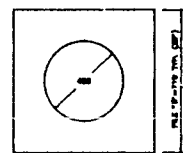
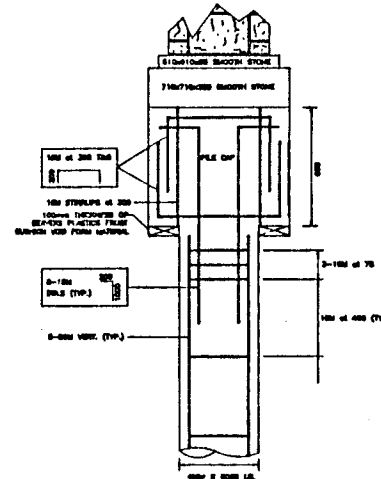
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SCALE 1:125



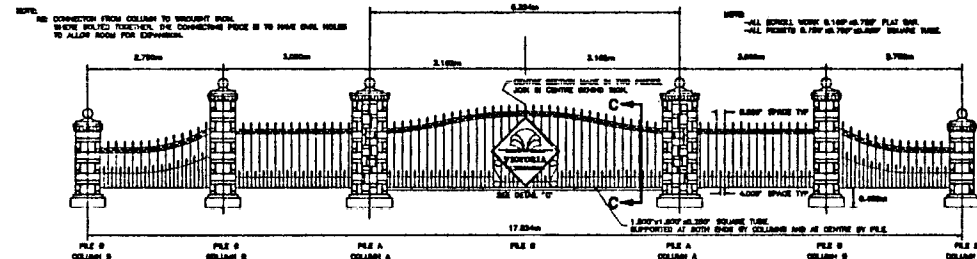
DETAIL 'D'
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SCALE 1:125



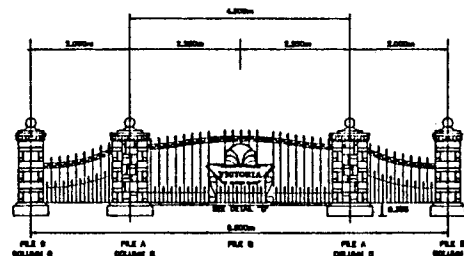
**C-C
PICKET**
N.T.S.



PILE DETAIL
ALL DIMENSIONS ARE IN MILLIMETRES
SCALE 1:125

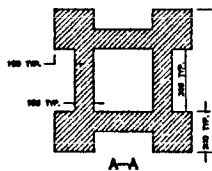
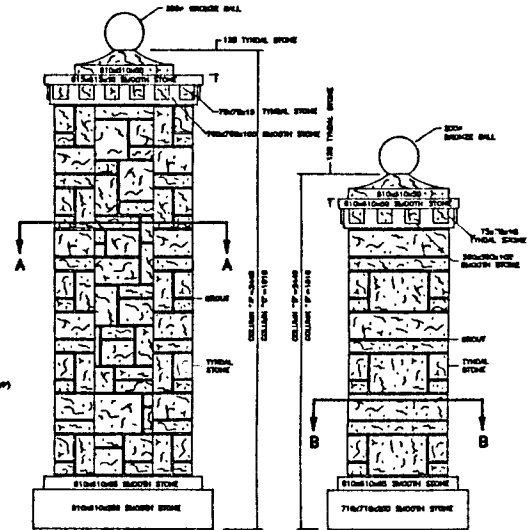


SOUTHEAST CORNER
SCALE 1:50



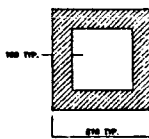
SOUTHWEST CORNER
SCALE 1:50

VICTORIA IN ANDERS PARK
ENTRANCE FEATURES AT ALLAN STREET AND 32nd STREET
BY: ANDERS EAST DEVELOPMENTS LTD.



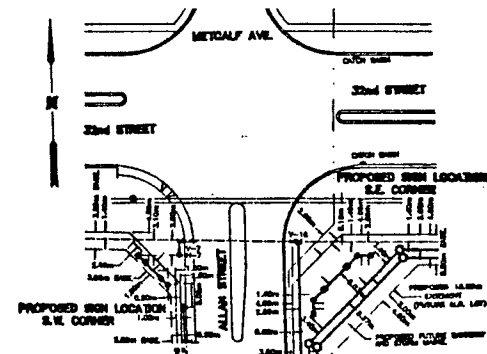
**COLUMNS
A & C**

ALL DIMENSIONS ARE IN MILLIMETRES
SCALE 1:125



**COLUMNS
B & D**

ALL DIMENSIONS ARE IN MILLIMETRES
SCALE 1:125



SIGN LOCATION
SCALE 1:500

AL-TERRA
ENGINEERING - LTD.

DATE	BY	REVISION	DATE
10/10/01	AL-TERRA	1	10/10/01
10/10/01	AL-TERRA	2	10/10/01
10/10/01	AL-TERRA	3	10/10/01
10/10/01	AL-TERRA	4	10/10/01
10/10/01	AL-TERRA	5	10/10/01
10/10/01	AL-TERRA	6	10/10/01
10/10/01	AL-TERRA	7	10/10/01
10/10/01	AL-TERRA	8	10/10/01
10/10/01	AL-TERRA	9	10/10/01
10/10/01	AL-TERRA	10	10/10/01

DATE: October 1, 1992
TO: City Clerk
FROM: E. L. & P. Manager
RE: Victoria in Anders Park Entrance Features

The only comment which the E. L. & P. Department has with respect to the entrance features is that any construction must be off the easement in which the electrical cables are located.

A handwritten signature in cursive script, appearing to read 'A. Roth'.

A. Roth,
Manager

AR/jjd

FILE: alan\memos\ victoria.clk

DATE: October 1, 1992
TO: City Clerk
FROM: Director of Financial Services
RE: VICTORIA IN ANDERS PARK ENTRANCE FEATURES

It would appear that if the sign is built the City should maintain the sign after the initial two year period. The only problem to resolve is how much the developer should pay toward the maintenance of the sign after the initial two year period.

The developer has proposed a perpetual care fund of \$2,500. Information on what the ongoing costs will be have not been provided so it is not possible to comment on the adequacy of the \$2,500.

The City should expect to receive sufficient funds from the developer to pay for expected maintenance costs in the future. It would appear there would be no significant benefit to citizens or the City of the sign in terms of increased property value or assessment. The only benefit would appear to accrue to the developer in terms of identifying and marketing the area.

RECOMMENDATION

Subject to any significant benefit to the citizens of the City of the sign that departments could identify, I would recommend the developer be required to provide a perpetual care fund sufficient to pay the expected maintenance costs.



A. Wilcock, B. Comm., C.A.
Director of Financial Services

AW/jt

FILE: gord\memos\ victoria.sgn

DATE: October 2, 1992

TO: City Clerk

FROM: Public Works Manager

RE: VICTORIA IN ANDERS PARK ENTRANCE FEATURES

We have reviewed Al-Terra Engineering Ltd.'s proposal for a major entrance feature to Anders Park East, in particular this proposal regarding perpetual maintenance.

The proposal would be a very attractive enhancement to the subdivision entrance however, an entrance feature with a \$50,000 +/- capital cost far exceeds normal sign which would be provided.

We have checked with both the cities of Calgary and Edmonton, and they will not accept the maintenance responsibility for development entrance features. Their Development Agreements require an amount sufficient to remove the signs if they fall into disrepair and the Community Association does not accept responsibility for the upkeep. We estimate the present-day cost to remove such a structure at \$3500.00.

It is unfortunate when, due to limited maintenance dollars, we are in a position where we find ourselves resisting what would be an attractive feature.

The proposed endowment fund of \$2500 appears to be inadequate for a structure of this magnitude. Our calculations indicate up to \$25,000 may be required. By their own estimate, only three acts of vandalism with spray paint on the Rundle Stone Pillars, at \$900 per event, would cost \$2700, \$200 more than the endowment fund. The extent and frequency of acts of vandalism is very difficult to predict.

We have spoken with a local insurance broker and the cost to insure a structure of this nature against vandalism/damage would be \$1000 per year, with a \$500 deductible clause. The City's insurance now has a \$5,000 deductible clause. We are not experts at risk assessment and, therefore, would rely on the insurance company.

The following is an estimate of the annual cost if the pillars were spray painted once a year (not including inflation):

Sand Blasting	\$ 900	Spray paint
Annual Maintenance (1% of capital cost)	500	Routine or deductible
Annual Insurance Cost	<u>1000</u>	For major damage
	\$2400	

October 2, 1992
 City Clerk
 Page 2

It should be noted that any significant repairs would have to be contracted as we do not have the tools or in-house expertise with these materials.

We have three options:

- Option 1. Require the Developer to provide a sufficient deposit to remove the sign if the Community Association is not prepared to take it over.
- Option 2. Accept the \$2500 endowment the Developer has proposed although we do not believe it sufficient to maintain the sign.
- Option 3. Require the Developer to provide a \$25,000 endowment fund for the maintenance of the sign.

RECOMMENDATION:

- Option 1. The Developer deposit \$3500.00 to allow for the removal of the sign at the end of the warranty period should he or the Community Association not wish to continue to maintain it after that date.



Gordon Stewart, P. Eng.
 Public Works Manager

/blm

c Director of Community Services
 Director of Financial Services
 City Assessor
 E.L. & P Manager
 City Solicitor

Director of Engineering Services
 Bylaws & Inspections Manager
 Economic Development Manager
 Parks Manager
 Urban Planning Section Manager

DATE: October 5, 1992

FILE NO. 92-1610

TO: City Clerk

FROM: Bylaws and Inspections Manager

RE: **VICTORIA IN ANDERS PARK - ENTRANCE DEVELOPMENT**

In response to your memo regarding the above subject we have the following comments for Council's consideration.

The southwest corner site is on private property and, therefore, will be subject to negotiations between that property owner and Melcor Developments Ltd. On the southeast corner, the property is currently owned by Melcor but it is our understanding that it will become Municipal reserve, owned by the City. It is this site that raises several concerns to this department.

Liability: The possibility of someone being injured, in whatever manner, by the development should not be at this or any other time, the responsibility of the City. Melcor should be responsible for maintaining an insurance policy covering liability, which would co-insure the City.

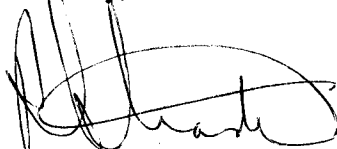
Maintenance: It is our understanding that the Engineering Department will comment on this item.

Council is asked to deal with several issues:

1. The location of the southwest development is in a proposed utility right-of-way, which is contrary to the provisions of the Sign Bylaw.
2. The location of the southeast development on municipal reserve requires Council to determine who will be responsible for maintenance and liability.

Recommendation: That Council approve the location of the southwest development subject to the Engineering Department's comments and that the southeast development be approved subject to the Engineering Department's comments and Melcor Developments maintaining an insurance policy satisfactory to the City, for the life of the development.

Yours truly,



R. Strader
Bylaws and Inspections Manager
BUILDING INSPECTION DEPARTMENT

RS/vs



**RED DEER
REGIONAL PLANNING COMMISSION**

2830 BREMNER AVENUE, RED DEER,
ALBERTA, CANADA T4R 1M9

DIRECTOR: W. G. A. Shaw, ACP, MCIP

Telephone: (403) 343-3394
Fax: (403) 346-1570

MEMORANDUM

TO: C. Sevcik
City Clerk

DATE: October 5, 1992

FROM: Paul Meyette
Principal Planner

RE: VICTORIA IN ANDERS PARK ENTRANCEWAY FEATURES

Al Terra Engineering has written to Council regarding an entrance feature in the Anders East Development. The letter indicates that the only outstanding issue regarding this entrance feature is the amount required for perpetual maintenance. Since this is not a planning issue, Planning staff offer no comments.

Paul Meyette, ACP, MCIP
PRINCIPAL PLANNER, CITY SECTION

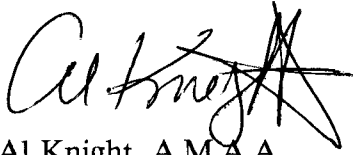
PM/eam

MUNICIPALITIES WITHIN COMMISSION AREA

CITY OF RED DEER • MUNICIPAL DISTRICT OF CLEARWATER No. 99 • COUNTY OF STETTLE No. 6 • COUNTY OF LACOMBE No. 14 • COUNTY OF MOUNTAIN VIEW No. 17 • COUNTY OF PAINTERTON No. 18 • COUNTY OF RED DEER No. 23 • TOWN OF BLACKFALDS • TOWN OF BOWDEN • TOWN OF CARSTAIRS • TOWN OF CASTOR • TOWN OF CORONATION • TOWN OF DIDSBURY • TOWN OF ECKVILLE • TOWN OF INNISFAIL • TOWN OF LACOMBE • TOWN OF OLDS • TOWN OF PENHOLD • TOWN OF ROCKY MOUNTAIN HOUSE • TOWN OF STETTLE • TOWN OF SUNDRE • TOWN OF SYLVAN LAKE • VILLAGE OF ALIX • VILLAGE OF BENTLEY • VILLAGE OF BIG VALLEY • VILLAGE OF BOTH • VILLAGE OF CAROLINE • VILLAGE OF CLIVE • VILLAGE OF CREMONA • VILLAGE OF DELBURNE • VILLAGE OF DONALD • VILLAGE OF ELMORA • VILLAGE OF GADSBY • VILLAGE OF HALKIRK • VILLAGE OF MIRROR • SUMMER VILLAGE OF BIRCHCLIFF • SUMMER VILLAGE OF GULL LAKE • SUMMER VILLAGE OF HALF MOON BAY • SUMMER VILLAGE OF JARVIS BAY • SUMMER VILLAGE OF NORGLAND • SUMMER VILLAGE OF ROCHON SANDS • SUMMER VILLAGE OF SUNBREAKER COVE • SUMMER VILLAGE OF WHITE SANDS • SUMMER VILLAGE OF BURNSTICK LAKE

DATE: 6 October 1992
TO: City Clerk
FROM: City Assessor
RE: VICTORIA IN ANDERS PARK - ENTRANCE FEATURES

We understand that one or both of these signs may be placed on private property. Under present legislation, any improvements to a property must be assessed at its depreciation replacement cost to the owner of the property. Therefore we must advise that taxes could be paid on these improvements if they are located on private property.



Al Knight, A.M.A.A.
City Assessor

AK/ngl

c.c. Director of Community Services
Director of Engineering Services
Director of Financial Services
Bylaws & Inspections Manager
Economic Development Manager
E. L. & P. Manager
Parks Manager
Public Works Manager
Urban Planning Section Manager
City Solicitor

DATE: October 5, 1992

TO: CHARLIE SEVCIK
City Clerk

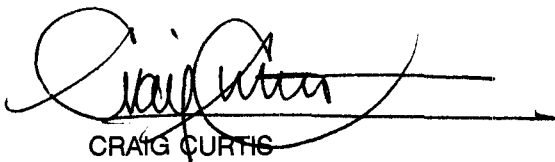
FROM: CRAIG CURTIS, Director
Community Services Division

RE: VICTORIA IN ANDERS PARK: ENTRANCE FEATURES
Your memo dated September 30, 1992 refers.

1. Anders East Developments Limited is proposing to erect a major entrance feature for the "Victoria" in Anders Park subdivision. The design consists of a series of stone pillars joined by Victorian style iron fencing, which will be located at the Allan Street entrance along 32 Street.
2. The proposed entrance feature has been discussed with the Parks and Public Works Managers. They have no objections providing the developer is responsible for the establishment of a satisfactory maintenance endowment fund. The proposed endowment fund suggested by Anders East Developments Limited is \$2,500. The Public Works Department has indicated that a larger endowment fund will be required, or that \$3,500 be held in trust for the removal of the structure if the developer or community association choose not to maintain it in the future.
3. I would be strongly opposed to the City's assuming maintenance costs for this somewhat grandiose feature. Furthermore, I consider that the \$3,500 trust fund for the possible future removal of the structure is not a workable arrangement. I believe that the community would likely expect the City to maintain the structure in perpetuity and demand a high level of maintenance. Consequently, I can only support the installation of this entrance feature if a maintenance endowment fund is established to the satisfaction of the Public Works Department. It is my view that present budgets do not contain sufficient funds for adequate maintenance of this kind.

4. **RECOMMENDATION**

It is recommended that City Council approve the proposed entrance gate feature for the "Victoria" in Anders Park subdivision, subject to Anders East Developments Limited's establishing a maintenance endowment fund to the satisfaction of the Public Works Department.



CRAIG CURTIS

:dmg

- c. Don Batchelor, Parks Manager
Lowell Hodgson, Recreation & Culture Manager
Paul Meyette, Principal Planner, R.D.R.P.C.

DATE: October 6, 1992

TO: CITY CLERK

FROM: DON BATCHELOR
Parks Manager

RE: VICTORIA IN ANDERS PARK ENTRANCE FEATURES
Your memo of September 30, 1992 refers.

Anders East Developments Ltd. has proposed iron entrance gate features at the corner of Allan Street and 32 Street as an entrance to the Anders East/Victoria Park Development.

Our past discussions with the applicant have resulted in a number of design changes, which have now been incorporated into a final design and landscape enhancement plan which is satisfactory to the Parks Department.

The only outstanding issue concerning the placement of this gate feature is the annual maintenance or the placement of an endowment fund to repair the feature when necessary. Although Anders East Developments Ltd. have indicated that they would be responsible for the maintenance of this feature for a 2-year warranty period (similar to other municipal improvements in accordance with the respective development agreement), the City is reluctant to assume all maintenance and repairs after that time. The Public Works Department has indicated that annual maintenance could substantially vary from year to year depending on vehicles sliding into the gates and/or vandalism.

The proposed maintenance endowment outlined by Anders East Development Ltd. is \$2,500. The Public Works Department has indicated that a larger endowment fund would be required, or that \$3,500 be held in trust by the City to be used after the 2-year warranty period to remove the structure if the developer or a community association choose not to maintain the structure after that date.

RECOMMENDATION:

That City Council approve the entrance gate feature as proposed by Anders East Developments Ltd., subject to their placement of \$3,500 in a fund to allow the removal of the feature if Anders East Developments Ltd. or a community association choose not to maintain the entrance feature after the 2-year warranty period.



DON BATCHELOR

:ad

DATE: October 6, 1992
TO: City Clerk
FROM: Economic Development Manager
RE: **VICTORIA IN ANDERS PARK ENTRANCE FEATURES**

Our comments are as follows:

The sign and fence proposed for the west side of the 32 Street and Allen Street intersection will be situated within a utility right-of-way on property which is owned by a private party other than Melcor. Therefore, the location of this sign will require approval from the third party, allowing the encroachment of this sign on their property, as well as the City agreeing with the sign being placed in the utility right-of-way.

The sign on the east side of the intersection is proposed to be situated on land presently registered to Anders East Development Ltd., and which is proposed to become Municipal Reserve with the City of Red Deer being the registered land owner.

We concur with the recommendation of the Public Works Manager that a maintenance policy similar to Calgary and Edmonton be adopted.



Alan V. Scott

WFL/mm

c: Bill Lees, Land Supervisor

DATE: October 6, 1992

TO: City Clerk

FROM: Director of Engineering Services

RE: **VICTORIA IN ANDERS PARK - ENTRANCE FEATURES**

Engineering Services has reviewed the correspondence from Mr. Brok of Al-Terra Engineering regarding the subject issue.

Mr. Brok indicates in his correspondence that at one point during the process of meeting and discussions, it was resolved that this issue would not have to go to Council. Then in the final analysis it was decided the issue did have to go before City Council for approval. The reason for this decision, as stated, is that the issue of maintenance was not resolved.

We would state for the record that we are not opposed to the general concept of a subdivision entrance feature as is being proposed. We cannot agree that the entrance feature is similar to the Cenotaph, trees, or a walkway. This feature is, in our opinion, more a marketing tool and amenity proposed by Melcor to promote their property. Notwithstanding these points, we are of the opinion that the gateway is tasteful in design and will enhance the neighbourhood.

We believe that the \$2,500 proposed for perpetual maintenance is not adequate. It would be our opinion that a minimum of \$5,000 be committed by Melcor to a perpetual maintenance fund.

Council will appreciate that there is ever increasing pressure to maintain or reduce our annual budgets. This is obviously a difficult exercise, and by committing to future maintenance obligations such as this entrance feature, future maintenance costs may rise. In accepting such features as these, Council must recognize that Public Works or Parks will have to, at some time, budget for the maintenance of such facilities.

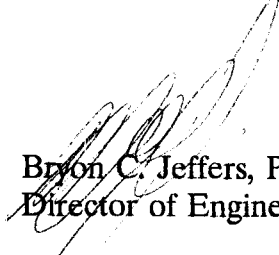
RECOMMENDATION

It is respectfully recommended that City Council approve the construction of the proposed entrance features on the following conditions:

1. A perpetual maintenance fund of \$5,000 be provided by Melcor.

City Clerk
Page 2
October 6, 1992

2. A two year Maintenance Agreement be entered into whereby Anders East is responsible for the entrance feature for these first two years.
3. That the proper and satisfactory documents be drafted by the Solicitor to accommodate placement of the feature in our easement.


Bryon C. Jeffers, P. Eng.
Director of Engineering Services

BCJ/emg
c.c. Director of Community Services
c.c. Director of Financial Services
c.c. By-laws and Inspections Manager
c.c. City Assessor
c.c. Economic Development Manager
c.c. E. L. & P. Manager
c.c. Parks Manager
c.c. Public Works Manager
c.c. Urban Planning Sections Manager
c.c. City Solicitor

Commissioners' Comments

As can be seen from the attached reports the Administration has only one concern with respect to the proposed entrance sign in Anders, and that is the ongoing maintenance cost. This is not surprising with the intense pressure to keep budgetary increases to a minimum. We would agree with the Administration that the sole benefit of this entrance sign accrues to Melcor and the Anders Community. If the question of maintenance can be resolved, we would fully support the construction of what will be a very attractive feature. We would, therefore, recommend that Council approve the construction of this sign subject to the following conditions:

1. That Melcor enter into a maintenance agreement for the first 2 years or until the subdivision is complete, whichever is the longer.
2. A perpetual maintenance fund of \$5,000.00 be provided by Melcor as recommended by the Director of Engineering Services.
3. That any maintenance costs which exceed the capacity of the maintenance fund be assumed by the Community Association or such maintenance be not undertaken. In the event that through lack of maintenance the entrance be hazardous, it be removed.
4. An agreement satisfactory to the City Solicitor.

"R.J. MCGHEE", Mayor
"M.C. DAY", City Commissioner

DATE September 30, 1992

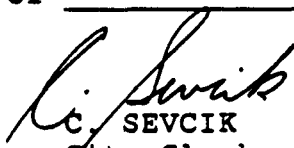
TO:

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<input checked="" type="checkbox"/>	BYLAWS & INSPECTIONS MANAGER
<input checked="" type="checkbox"/>	CITY ASSESSOR
<input type="checkbox"/>	COMPUTER SERVICES MANAGER
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<input checked="" type="checkbox"/>	PARKS MANAGER
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<input type="checkbox"/>	RECREATION & CULTURE MANAGER
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<input checked="" type="checkbox"/>	CITY SOLICITOR

FROM: CITY CLERK

RE: VICTORIA IN ANDERS PARK ENTRANCE FEATURES

Please submit comments on the attached to this office by Oct. 5
 for the Council Agenda of Oct. 13, 1992.


C. SEVCIK
City Clerk

**THE CITY OF RED DEER**

P. O. BOX 5008, RED DEER, ALBERTA T4N 3T4

FAX: (403) 346-6195

City Clerk's Department 342-8132

September 30, 1992

Mr. Martin A. Broks, P.Eng., Red Deer Manager
Al-Terra Engineering Ltd.
Central Block Building, #502, 5000 Gaetz Ave.
Red Deer, Alberta
T4N 6C2

Dear Sir:

I acknowledge receipt of your letter dated September 29, 1992, re: Victoria in Anders Park Entrance Features by Anders East Developments Ltd.

This item will be discussed and possibly a decision made at the Meeting of Red Deer City Council on Tuesday, October 13, 1992. Council meetings begin at 4:30 p.m., and adjourn for the supper hour at 6:00 p.m. reconvening at 7:00 p.m.

In the event you wish to be present at the Council meeting, would you please telephone our office on Friday, October 9, and we will advise you of the approximate time that Council will be discussing this item.

Would you please enter City Hall on the park side entrance when arriving, and proceed up to the second floor Council Chambers.

This request has been circulated to City administration for comments, and should you wish to receive a copy of the administrative comments prior to the Council meeting, they may be picked up at our office on the second floor of City Hall on Friday, October 9.

If you have any questions in the meantime, please do not hesitate to contact the writer.

Yours truly,

G. Seycik
City Clerk
CS/ds

*a delight
to discover!*

DATE September 30, 1992

TO:

<input checked="" type="checkbox"/>	DIRECTOR OF COMMUNITY SERVICES
<input checked="" type="checkbox"/>	DIRECTOR OF ENGINEERING SERVICES
<input checked="" type="checkbox"/>	DIRECTOR OF FINANCIAL SERVICES
<input checked="" type="checkbox"/>	BYLAWS & INSPECTIONS MANAGER
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<input checked="" type="checkbox"/>	CITY SOLICITOR

No Comment
Harst

FROM:

CITY CLERK

RE: VICTORIA IN ANDERS PARK ENTRANCE FEATURES

Please submit comments on the attached to this office by Oct. 5
 for the Council Agenda of Oct. 13, 1992.

C. Sevcik
C. SEVCIK
City Clerk

**THE CITY OF RED DEER**

P. O. BOX 5008, RED DEER, ALBERTA T4N 3T4

FAX: (403) 346-6195

City Clerk's Department 342-8132

October 21, 1992

Al-Terra Engineering Ltd.
#502, 5000 Gaetz Avenue
Red Deer, Alberta
T4N 6C2

Att: Mr. Martin A. Broks, P. Eng.
Red Deer Manager

Dear Sir:

RE: VICTORIA IN ANDERS PARK ENTRANCE FEATURES

Your letter dated September 29, 1992 pertaining to the above matter was considered at the Council Meeting of October 13, 1992.

At the above noted meeting, Council did not approve the construction of said entrance features. It would appear that Council is of the opinion that the prime benefit of the entrance features accrues to Melcor and the Anders Community and accordingly, was not comfortable with the possibility of the City being responsible for maintenance costs over and above the endowment fund of \$2500.00 which was proposed for perpetual maintenance by the developer.

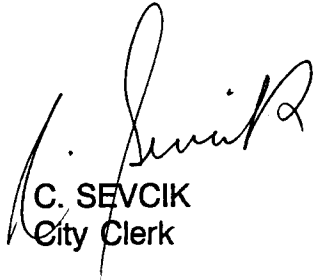
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to discover!*

Al-Terra Engineering Ltd.
Page 2
October 21, 1992

The decision of Council in this instance is submitted for your information. If you have any questions, please do not hesitate to contact the undersigned.

Sincerely,



C. SEVCIK
City Clerk

CS/clr

cc: City Commissioner
Director of Community Services
Director of Financial Services
Bylaws and Inspections Manager
City Assessor
Economic Development Manager
E L & P Manager
Parks Manager
Public Works Manager
Principal Planner
Melcor



RED DEER 1994 BRIER SOCIETY

P.O. Bag 1994, Red Deer, Alberta T4N 6W6
Telephone (403) 340-1994 Facsimile (403) 347-9400

September 28, 1992

The Mayor and City Council
City of Red Deer
P.O. Box 5008
Red Deer, Alberta

Your Worship and City Council Members:

RE: 1994 CANADIAN CURLING CHAMPIONSHIPS

Red Deer and District is proud to have been selected as the site of the 1994 Labatt Brier. The week-long event will be held in the new Centrium Arena located at the Westerner Exposition in Red Deer.

The event is of National prominence and promises to provide a significant boost to the regional economy and the sport of curling.

A non-profit society has been formed under the name of Red Deer 1994 Brier Society and this society has signed a tripartite agreement with the Canadian Curling Association and the event sponsor, Labatt Breweries of Canada. Our role is to host the event on behalf of the two other parties.

We hereby solicit the financial assistance of your Recreation and Culture Department so that we may carry out certain portions of our responsibilities. We also wish to invite the City of Red Deer to consider involvement in certain events at the 1994 Brier in Red Deer and at the Ottawa Brier in 1993. We believe that various departments of the City can assist our host committee in the following ways:

Grant in 1993 to promote the City at Ottawa Brier	\$15,000
Grant to assist funding opening/closing ceremonies in Red Deer 1994	\$20,000
Public transit expansion of services	Service subsidy

During the 1993 Labatt Brier celebration in Ottawa our host committee will be promoting the upcoming 1994 Labatt Brier to be held in the City of Red Deer. Our budget for the Ottawa promotion is approximately \$30,000. We invite the City of Red Deer to assist to the extent of \$15,000. We intend to invite the Alberta Government to assist in a similar amount.

High tail it to...  ...a delight to discover!

Present Ottawa plans consist of:

- Special Red Deer entertainment
- A western style breakfast
- Tourism promotion at our ticket booth

During the 1994 Labatt Brier celebration in Red Deer, significant hosting and promotional expenditures will be incurred. These activities relate to the Department of Recreation and Culture in that significant benefits will accrue to the citizens of Red Deer.

It is our hope that representatives of the City may be present at the opening and closing ceremonies of the week-long event. Our aggregate budget for these ceremonies is \$40,000. We solicit your department's financial support in the form of a grant of \$20,000.

The other major area of assistance and/or co-operation relates to the City Transit Department. Our Transportation Committee is soliciting city support in scheduling special bus transportation. Please consider budgeting in March 1994 for the provision of additional bus services to and from the Centrum during Brier week.

A successful Brier will result in profits accruing to our region. Profits, however, are only possible with huge volunteer support, significant private individual/corporate support and assistance from municipal and provincial governments.

In periods of serious budget restrictions, each municipal government must be faced with very difficult decisions. Expenditures should not be considered unless significant benefits are apparent.

We will be pleased to expand on the above comments so that you can obtain a full understanding of the nature of our request. We also look forward to any suggestions and recommendations that your various departments may wish to offer to assist our host committee.

Yours truly,

RED DEER 1994 BRIER SOCIETY



W. D. Tronnes, Vice Chairman

WDT:amt

High tail it to...  ...a delight to discover!

DATE: September 23, 1992

FILE NO. R-39119

TO: Mayor and Council

FROM: William A. Hull, Chairman
Recreation, Parks & Culture Board

RE: 1994 BRIER

The Red Deer 1994 Brier Society submitted the attached September 16 letter for the consideration of the Recreation, Parks & Culture Board with an explanation that they wish to present this to City Council prior to the Fall Election in order to report to the Mayor and Council that approved the bid for the hosting of this curling championship. The Board considered this letter when we met September 22 to consider the Recreation & Culture Department budget.

The letter from Mr. Tronnes received considerable discussion, and the Board was reluctant to make any recommendation with respect to 1994 funding, as all the ramifications are not known, specifically with respect to the expectation for expansion of services in public transit. Therefore, the Board passed the following resolution with respect only to the 1993 budget:

Moved by Marilyn Haley/seconded by Stan McCarthy.

"That the Recreation, Parks & Culture Board support the 1994 Brier Society in their approach to City Council for funding to host a promotional event in Ottawa during the 1993 Brier in the amount of \$15,000. It is further recommended that City Council consider this request during the 1993 budget deliberations."

CARRIED

The Red Deer 1994 Brier Society is also seeking support for the Opening and Closing Ceremonies and for increased transit services during the Brier week; however, the Board was reluctant to make a recommendation on this portion of their request as it impacts the 1994 budget. Board members expressed the need for some additional information concerning this event prior to making that recommendation on the 1994 budget, wanting to have a better feel for the economic benefit to the city as a result of hosting this event. The Board also felt that other funding sources should be sought in addition to the City and Provincial Governments.

The Recreation, Parks & Culture Board is most appreciative of the efforts of the Brier Society to bring the Brier to Red Deer, and we look forward to further dialogue to assist in making this event the success that we know it will be.

for / 
WM. A. HULL

/mm

Attachment

c Craig Curtis, Director of Community Services

DATE: September 21, 1992
TO: Recreation, Parks & Culture Board
FROM: Lowell R. Hodgson
Recreation & Culture Department
RE: 1994 BRIER

FILE NO. R-39105

The Red Deer 1994 Brier Society wish to appear before City Council now to update them on the plans for the hosting of this Canadian Championship and to go on record as declaring their need for financial assistance in order to host this event. In turn, City Council would ask for a comment from the Recreation, Parks & Culture Board before considering such a report; therefore, I asked Mr. Tronnes to address his report to you, which in turn will be considered by City Council when they next meet.

This event like many other major events requires the host community to promote their event by hosting a banquet and social in the year prior to the event. In this case, the Brier Committee expects Red Deer to host such an event in 1993 in the City of Ottawa. The Brier Committee seeks assistance for this event; further to that, they seek assistance for funding the Opening and Closing Ceremonies for the 1994 event. Although I am unable to attach a figure to their third request, they seek the assistance of the City in providing additional public transit services during the 1994 Brier.

RECOMMENDATION

That the Recreation, Parks & Culture Board support the 1994 Brier Society in their approach to City Council for funding to host a promotional event in Ottawa during the 1993 Brier in the amount of \$15,000 and to assist in the funding of the Opening and Closing Ceremonies for the 1994 Brier in the amount of \$20,000, and to provide additional transit services to the Westerner during the Brier week. It is further recommended that City Council consider these requests during their 1993 budget deliberations.



LOWELL R. HODGSON
Recreation & Culture Manager

/mm

c Craig Curtis, Director of Community Services

FILE: alan\memos\curling.clk

DATE: September 30, 1992
TO: City Clerk
FROM: Director of Financial Services
RE: 1994 CANADIAN CURLING CHAMPIONSHIPS

Council indicated its agreement to assist the Red Deer 1994 Brier Society on September 4, 1990:

"RESOLVED that Council of The City of Red Deer hereby fully supports hosting the 1994 Brier and would provide any appropriate assistance that would ensure the success of this significant event."

On November 13, 1990, Council approved a one-time grant of \$5,000 to the Society to assist in the bid application:

"RESOLVED that Council of The City of Red Deer hereby approves a one-time grant in the amount of \$5,000.00 to be charged to the 1990 Budget to enable the Red Deer Host Committee to carry out all the activities necessary to support the Bid Application for the 1994 Labatt Brier and as presented to Council November 13, 1990."

On April 15, 1991, Council agreed to provide a Letter of Credit for \$50,000 in the event funding was required for any shortfalls.

"RESOLVED that Council of The City of Red Deer, having considered correspondence dated April 3, 1992 from the 1994 Labatt Brier Bid Committee, hereby supports the request for the Letter of Credit as outlined in the above noted correspondence and as presented to Council April 5, 1991."

The Red Deer 1994 Brier Society is now requesting Council's assistance in providing for the following:

City Clerk
 September 30, 1992
 Page 2

<u>DESCRIPTION</u>	<u>AMOUNT</u>	<u>BUDGET YEAR</u>
• To promote the City at the Ottawa Brier	\$ 15,000	1993
• Grant to assist in the opening/closing ceremonies	20,000	1994
• Public Transit service expansion to Centrium during the Brier	?	1994

Council Policy No. 420 provides for Council to consider grant requests during the budget deliberations in January. The policy also provides for:

- Proposed budgets to be submitted.
- Appropriate departments such as Community Services and the Red Deer Visitor and Convention Bureau to provide comments.

A copy of the policy is attached.

Council can, of course, decide to consider grant requests at any time.

When Council does decide to consider the grant request, some factors to consider are:

- The significance to Red Deer of the event.
- No budget provision had been made in 1993. With the 0% tax increase guideline, other City services may have to be reduced to provide funding.



A. Wilcock, B. Comm., C.A.
 Director of Financial Services

AW/jt
 Att.

Policy Section:
Finance

114

Page:
1 of 3

Policy Subject
Grants to Community Service Organizations

Policy Reference:
420

Lead Role:
City Treasurer

Resolution/Bylaw:
December 20, 1982

PURPOSE

To provide a procedure for the submission of grant requests to City Council.

POLICY STATEMENT

Section A

Grant requests that will be considered are categorized as:

1. One Time - Each one considered on its own merit and how it might benefit the City.
2. Cultural - (Other than those considered for funding from Provincial Recreation/Cultural grant funds) - Each one considered on its merits.
3. Religion - Each one considered on its merits.
4. Recreation - (Other than those considered for funding from Provincial Recreation/Cultural grant funds)
 - a) Grants can be made available for a special event such as a provincial, national or international event for non-profit groups.
 - b) No grants will be made available for the yearly cost of the recreation group operations.
 - c) Grants could be made available to non-profit groups who provide their own facilities and provide a recreation opportunity that may be otherwise initiated by the City or to support a City program.
5. Other: Each one considered on its merits.

Cross Reference
Council Agenda August 22, 1988

Remarks

Date of Approval:	Effective Date:	Date of Revision:
December 20, 1982	December 20, 1982	August 22, 1988

Policy Section:
Finance

Page:
2 of 3

Policy Subject
Grants to Community Service Organizations

Policy Reference:
420

Lead Role:
City Treasurer

Resolution/Bylaw:
December 20, 1982

PURPOSE

POLICY STATEMENT

Section B

1. All grant requests received from Social Service, Cultural, Recreational or Tourism related groups are to be submitted to the appropriate City Boards or Societies for consideration from existing Provincial grant programs except for the following:

Parkland Humane Society

C.N.I.B.

Red Deer Community Band Society
2. Any grant request not recommended for funding by the appropriate City Board from Provincial funds and/or the appropriate City department budget would not be considered by Council for a general grant unless:
 - a) it was for a special event such as a provincial, national or international event for non-profit group, or
 - b) it was a non-profit group that provided its own facilities and a recreation opportunity that would otherwise have to be provided by the City or is supplementing an existing City program.

Cross Reference

Remarks

Date of Approval:

Effective Date:

Date of Revision:

July 22, 1991

Policy Section:
Finance

116

Page:
3 of 3

Policy Subject
Grants to Community Service Organizations

Policy Reference:
420

Lead Role:
City Treasurer

Resolution/Bylaw:
December 20, 1982

PURPOSE

POLICY STATEMENT

Section C

Grant applications are to be submitted to the City Treasurer by January 15th of the year the grant is required. Council then reviews all grant requests at a special meeting.

Grant applications submitted by organizations are to include:

1. The specific purpose of the request
2. Amount requested
3. Previous years financial statement certified correct by two directors
4. Proposed budget for current year
5. All surpluses and invested funds must be shown in (3)
6. Utilization of accumulated surpluses must be shown on the proposed budget. It is expected any surpluses above that required as working capital to fund current operating requirements would be used to reduce the grant request.
7. Representatives of organizations requesting grants should be present when Council considers their requests.
8. Grants must be used within the City of Red Deer unless otherwise authorized by Council.

Cross Reference

Remarks

Date of Approval:

Effective Date:

Date of Revision:

DATE: October 1, 1992
TO: City Clerk
FROM: Transit Manager
RE: **1994 CANADIAN CURLING CHAMPIONSHIP**

The Red Deer 1994 Brier Society has requested support from Council to host the 1994 Canadian Curling Championship. In their letter of September 28, 1992, the Society has requested support from the Transit Department to supply transportation services to and from the Centrum.

The Transit Department has a considerable amount of experience in special event transportation and would be pleased to assist in the coordination of the transportation requirements. Determining an accurate budget for the special services would be difficult at this time. Previous experience, however, would indicate that such an event would result in costs of approximately \$20,000 to \$25,000.

Detailed planning should commence at least six months prior to the event in order to determine both staff and equipment availability. Preliminary discussions would indicate that staff and equipment availability would not be a major concern with the possible exception of the mid-day events. This may result in some coordination with Prairie Bus Lines being required.

RECOMMENDATION:

The Transit Administration recommends that sufficient funds be placed into the 1994 Transit Budget for the Canadian Curling Championship. It is further recommends that these funds be considered as a one time expenditure and not be considered to be a part of the overall Transit operating budget.



Grant Beattie
Transit Manager

GB/slp

TO: City Clerk

FROM: Wendy Martindale
Red Deer Visitor and Convention Bureau

DATE: October 6, 1992

SUBJECT: 1994 Canadian Curling Championship

The Red Deer Visitor and Convention Bureau is very pleased that our city will host the 1994 Brier. We are already working with the Brier Society on several aspects of this event, particularly promotion and accommodation.

In this winter's Visitors Guide, which will be available in early November, we have begun to highlight the Brier in advance of the event. We will continue to promote this important national competition in our publications during the coming months.

We have provided input to the planning of promotion activities for the 1993 Brier in Ottawa. We will be providing a display and promotional video for use as part of the Red Deer promotion in Ottawa.

We would be happy to provide more specific comments on this grant request, which we assume will be considered as part of the 1993 budget discussions, when more details are available from the Brier Society.

In the meantime we will continue to work with the Brier Society to assist them in getting good exposure for Red Deer, as a result of hosting this event.

CS-3.788

DATE: September 30, 1992

TO: CHARLIE SEVCIK
City Clerk

FROM: CRAIG CURTIS, Director
Community Services Division

RE: 1994 CANADIAN CURLING CHAMPIONSHIPS:
GRANT REQUEST
Your memo dated September 29, 1992 refers.

1. The Red Deer 1994 Brier Society is requesting financial assistance from the City to assist in the hosting of the 1994 Canadian Curling Championships in Red Deer. The request includes the following three items in 1993 and 1994:
 - A grant of \$15,000 in 1993 to promote the 1994 Red Deer event at the Ottawa Brier. This represents 50% of the total cost, and the provincial government is being requested to fund the balance.
 - A grant of \$20,000 in 1994 to assist in funding the opening and closing ceremonies of the event. This represents 50% of the total cost.
 - A service subsidy from the City in 1994, to provide bus service to and from the Centrium during the event. The precise nature and cost of this service subsidy has not been calculated.
2. The request from the society was considered by the Recreation, Parks & Culture Board at its meeting on September 22, 1992, when the following resolution was adopted:

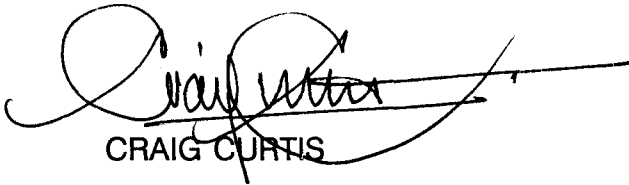
"THAT the Recreation, Parks & Culture Board support the 1994 Brier Society in their approach to City Council for funding to host a promotional event in Ottawa, during the 1993 Brier, in the amount of \$15,000. It was further recommended that City Council consider this request during the 1993 budget deliberations."

The board was not prepared to make a recommendation on the balance of the grant request, as it would significantly impact the 1994 budget. The board members requested additional information regarding the economic benefit of the event and what corporate sponsorship was being investigated. The board also suggested that the City might investigate a loan to the society, which could be repaid if the event realized a significant profit, or utilized for a mutually agreed upon "legacy project".

Charlie Sevcik
Page 2
September 30, 1992
1994 Canadian Curling Championships

3. **RECOMMENDATION**

I support the comments of the Recreation, Parks & Culture Board and recommend that the City consider the request for the \$15,000 promotional grant during the 1993 budget deliberations.



CRAIG CURTIS

:dmg

- c. Don Batchelor, Parks Manager
Lowell Hodgson, Recreation & Culture Manager
Bill Hull, Recreation, Parks & Culture Board Chairman

Commissioners' Comments

In order for the Brier to be a successful event, it would seem necessary that the Brier Society be given the full support of the City in sponsoring and putting on this event. The Brier Society is asking for approximately \$60,000.00 for this purpose based on our best estimates of the transportation costs. As pointed out by the Brier Society, profits will accrue to the region if the Brier is successful, and we understand that in past Briers, these profits have been substantial and have in a number of cases been used as a legacy to the community for local projects.

In view of this and in view of the current budget restrictions, we would recommend that Council approve the inclusion of the request for \$15,000 in the 1993 budget and the inclusion of the balance in the 1994 budget with the understanding that these monies would be remunerated to the City if the event proves profitable prior to any balance being used for community projects.

"R.J. MCGHEE"
Mayor

"M.C. DAY"
City Commissioner

DATE September 29, 1992

TO:

☒

DIRECTOR OF COMMUNITY SERVICES

☐

DIRECTOR OF ENGINEERING SERVICES

☒

DIRECTOR OF FINANCIAL SERVICES

☐

BYLAWS & INSPECTIONS MANAGER

☐

CITY ASSESSOR

☐

COMPUTER SERVICES MANAGER

☐

ECONOMIC DEVELOPMENT MANAGER

☐

E.L. & P. MANAGER

☐

ENGINEERING DEPARTMENT MANAGER

☐

FIRE CHIEF

☐

PARKS MANAGER

☐

PERSONNEL MANAGER

☐

PUBLIC WORKS MANAGER

☐

R.C.M.P. INSPECTOR

☐

RECREATION & CULTURE MANAGER

☐

SOCIAL PLANNING MANAGER

☒

TRANSIT MANAGER

☐

TREASURY SERVICES MANAGER

☐

URBAN PLANNING SECTION MANAGER

☒

Red Deer Visitor and Convention Bureau 92/09/30

FROM:

CITY CLERK

RE: 1994 CANADIAN CURLING CHAMPIONSHIPS

Please submit comments on the attached to this office by Oct. 5

 for the Council Agenda of Oct. 13/92


C. SEVCIK
City Clerk

**THE CITY OF RED DEER**

P. O. BOX 5008, RED DEER, ALBERTA T4N 3T4

FAX: (403) 346-6195

City Clerk's Department 342-8132

September 29, 1992

Mr. W.D. Tronnes, Vice Chairman
Red Deer 1994 Brier Society
P.O. Bag 1994
Red Deer, Alberta
T4N 6W6

Dear Sir:

I acknowledge receipt of your letter dated September 28, 1992, re: 1994 Canadian Curling Championships.

This item will be discussed and possibly a decision made at the Meeting of Red Deer City Council on Tuesday, October 13, 1992. Council meetings begin at 4:30 p.m., and adjourn for the supper hour at 6:00 p.m. reconvening at 7:00 p.m.


In the event you wish to be present at the Council meeting, would you please telephone our office on Friday, October 9, and we will advise you of the approximate time that Council will be discussing this item.

Would you please enter City Hall on the park side entrance when arriving, and proceed up to the second floor Council Chambers.

This request has been circulated to City administration for comments, and should you wish to receive a copy of the administrative comments prior to the Council meeting, they may be picked up at our office on the second floor of City Hall on Friday, October 9.

If you have any questions in the meantime, please do not hesitate to contact the writer.

Yours truly,



C. Sevcik
City Clerk
CS/ds

*a delight
to discover!*

**THE CITY OF RED DEER**

P. O. BOX 5008, RED DEER, ALBERTA T4N 3T4

FAX: (403) 346-6195

City Clerk's Department 342-8132

September 16, 1992

1994 Brier Society
P.O. Bag 1994
Red Deer, Alberta
T4N 6W6

ATT: Mr. W.D. Tronnes
Vice Chairman

Dear Sir:

RE: BRIER UPDATE

Your letter dated September 2, 1992 updating Council on Brier Activities was presented on the Council Agenda of September 14, 1992 for Council's information.

We thank you for your letter in this instance and it is our understanding that we will be receiving a further letter regarding assistance requests for consideration by Council at the October 13 Meeting. The deadline for receipt of material on the October 13 Agenda is September 30.

Trusting you will find this satisfactory.

Sincerely,



C. SEVCIK
City Clerk

CS/clr

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to discover!*

DATE: September 30, 1992

FILE NO. R-39128

TO: Charlie Sevcik

FROM: Lowell R. Hodgson

RE: 1994 BRIER REPORT

Attached is the report I gave to the Recreation, Parks & Culture Board at their September 22 meeting.



LOWELL R. HODGSON
Recreation & Culture Manager

/mm

Attachment

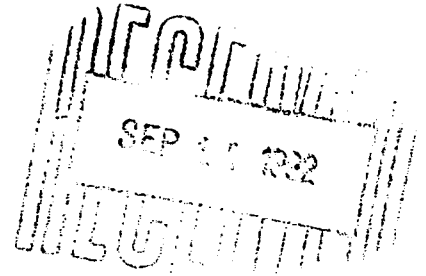


RED DEER 1994 BRIER SOCIETY

P.O. Bag 1994, Red Deer, Alberta T4N 6W6
Telephone (403) 340-1994 Facsimile (403) 347-9400

September 16, 1992

City of Red Deer
Department of Recreation and Culture
P.O. Box 5008
Red Deer, Alberta



ATTENTION: LOWELL HODGSON, RECREATION & CULTURE MANAGER

Dear Mr. Hodgson:

RE: 1994 CANADIAN CURLING CHAMPIONSHIPS

Red Deer and District is proud to have been selected as the site of the 1994 Labatt Brier. The week-long event will be held in the new Centrium Arena located at the Westerner Exposition in Red Deer.

The event is of National prominence and promises to provide a significant boost to the regional economy and the sport of curling.

A non-profit society has been formed under the name of Red Deer 1994 Brier Society and this society has signed a tripartite agreement with the Canadian Curling Association and the event sponsor, Labatt Breweries of Canada. Our role is to host the event on behalf of the two other parties.

We hereby solicit the financial assistance of your department so that we may carry out certain portions of our responsibilities. We also wish to invite the City of Red Deer to consider involvement in certain events at the 1994 Brier in Red Deer and at the Ottawa Brier in 1993. We believe that your department can assist our host committee in the following ways:

Grant in 1993 to promote the City at Ottawa Brier	\$15,000
Grant to assist funding opening/closing ceremonies in Red Deer 1994	\$20,000
Public transit expansion of services	Service subsidy

During the 1993 Labatt Brier celebration in Ottawa, Ontario our host committee has the traditional role of promoting the 1994 event in the Province of Alberta. Our budget for the Ottawa promotion is approximately \$30,000. We invite the City of Red Deer to assist to the extent of \$15,000. We intend to invite the Alberta Government to assist in a similar amount.

High tail it to...  ...a delight to discover!

During the 1994 Labatt Brier celebration in Red Deer, significant hosting and promotional expenditures will be incurred. These activities relate to the Department of Recreation and Culture in that significant benefits will accrue to the citizens of Red Deer.

It is our hope that representatives of the City may be present at the opening and closing ceremonies of the week-long event. Our aggregate budget for these ceremonies is \$40,000. We solicit your department's financial support in the form of a grant of \$20,000.

The other major area of assistance and/or co-operation relates to the City Transit Department. Our Transportation Committee is soliciting city support in scheduling special bus transportation. Please consider budgeting in March 1994 for the provision of additional bus services to and from the Centrum during Brier week.

A successful Brier will result in profits accruing to our region. Profits, however, are only possible with huge volunteer support, significant private individual/corporate support and assistance from municipal and provincial governments.

In periods of serious budget restrictions, each municipal government must be faced with very difficult decisions. Expenditures should not be considered unless significant benefits are apparent.

We will be pleased to expand on the above comments so that your department can obtain a full understanding of the nature of our request. We also look forward to any suggestions and recommendations that your department may wish to offer to assist our host committee.

Yours truly,

RED DEER 1994 BRIER SOCIETY



W. D. Tronnes, Vice Chairman

WDT:amt

High tail it to...  ...a delight to discover!

**THE CITY OF RED DEER**

P. O. BOX 5008, RED DEER, ALBERTA T4N 3T4

FAX: (403) 346-6195

City Clerk's Department 342-8132

October 21, 1992

Red Deer 1994 Brier Society
P.O. Bag 1994
Red Deer, Alberta
T4N 6W6

Att: Mr. W.D. Tronnes
Vice Chairman

Dear Sir:

RE: 1994 CANADIAN CURLING CHAMPIONSHIPS

I would advise that your letter dated September 28, 1992 requesting financial assistance with regard to events pertaining to the 1994 Brier in Red Deer, received consideration at the Council Meeting of October 13, 1992 and at which meeting Council passed the following motion:

"RESOLVED that Council of The City of Red Deer having considered request from the Red Deer 1994 Brier Society for assistance in hosting the 1994 Canadian Curling Championships in Red Deer hereby approves the inclusion of the request for \$15,000 in the 1993 budget and the inclusion of the balance in the 1994 budget (approximately \$45,000) with the understanding that these monies would be remunerated to the City if the event proves profitable prior to any balance being used for community projects and as recommended to Council October 13, 1992."

The decision of Council in this instance is submitted for your information and I would particularly draw your attention to the condition of said resolution.

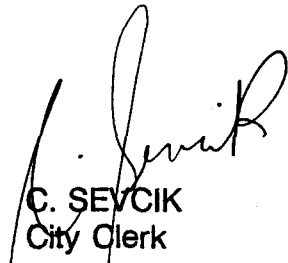
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*a delight
to discover!*

Red Deer 1994 Brier Society
Page 2
October 21, 1992

On behalf of Council, I wish to take this opportunity of wishing you every success in this endeavour.

Sincerely,



C. SEVCIK
City Clerk

CS/clr

cc: City Commissioner
Director of Community Services
Director Financial Services
Transit Manager
Recreation & Culture Manager
Parks Manager
Recreation, Parks & Culture Board
Red Deer Visitor & Convention Bureau



RED DEER CHAMBER OF COMMERCE

September 14, 1992

Mayor & Council,
City of Red Deer,
P.O. Box 5008,
Red Deer, Alberta
T4N 3T4

SEP 15 1992

CITY OF RED DEER

Dear Mayor McGhee & Council:

RE: AWARDING OF CONTRACTS

The Red Deer Chamber of Commerce have discussed at some length the policy that the City of Red Deer adopted, with respect to "giving the contract to the low bidder". While we can certainly appreciate that the City of Red Deer has a responsibility to the tax payer, we also believe that the City of Red Deer has a responsibility to giving first consideration to local companies where there is substantially no difference in the bids.

The recent example of awarding a contract to a Calgary firm who's bid was \$3.00 less than the local company is totally unacceptable. This is particularly true when the local supplier was asked to bring the product to the location in question, and then remove it when their bid was 1/4 of 1% more than the out of city supplier.

Other examples have been brought to our attention with respect to computers, printing and office equipment.

Common sense would suggest that a variance of this amount should not even be considered. You have a responsibility to be fair, but fair must take into account the need to support local business who pay business tax, homeowner tax, provide local jobs and support the city in a multitude of other ways.

It is our firm belief that the City should and must reconsider their present bidding criteria and adopt a new policy which allows a reasonable tolerance for local purchasing. Such a policy still ensures that local business must be competitive. It also provides the city with a local source to deal with in the event there is a problem.

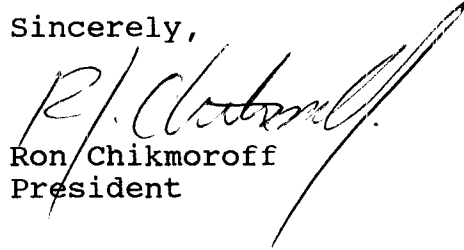
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- 2 -

We strongly suggest that you revise your bidding policy to reflect a "buy local" first to ensure that local businesses are not being discriminated against, as it the case today.

We are prepared to speak to this issue at a future council meeting.

Sincerely,

A handwritten signature in dark ink, appearing to read "R. Chikmoroff", written over the typed name and title.

Ron Chikmoroff
President

RC:jdf

DATE: September 23, 1992

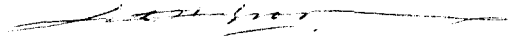
FILE NO. R-39118

TO: Charlie Sevcik
City Clerk

FROM: Lowell R. Hodgson
Recreation & Culture Manager

RE: RED DEER CHAMBER OF COMMERCE--AWARDING OF CONTRACTS

This memo is in response to your circular asking for comments on the letter addressed to Mayor and Council regarding awarding of contracts to the low bidder. It would appear to me, from the letter submitted by the Chamber of Commerce, that they are supportive of our policy; however, they expect some discretion when the bids are very close, and a local bidder is within 1 or 2 percent of the low bid. I am supportive of this need for discretion in these cases, and I would not like to suggest that an exact figure or percentage be applied but that discretion be allowed, and when bids are close and in the case of the issue the Chamber raises (within \$3.00) then it seems reasonable indeed that we be allowed to award to the local company.



LOWELL R. HODGSON
Recreation & Culture Manager

/mm

c Craig Curtis, Director of Community Services

CONFIDENTIAL

DATE: September 23, 1992
TO: City Clerk
FROM: Fire Chief
RE: RED DEER CHAMBER OF COMMERCE -
AWARDING OF CONTRACTS

Council is aware that our reason for not accepting the low bid was because of the poor performance of the supplier in dealing with warranty work on a chair previously purchased from him.

In addition, the Calgary supplier was still low bid even after applying the cost of freight to his product.

The Fire Department did not ask this supplier to bring in an alternate product for evaluation, it was offered by the supplier for us to use until he completed warranty repairs on a previously purchased chair. When that chair was returned to us, the alternate chair was removed by the supplier. Tendering for a new chair took place after this occurred.

If the Chamber of Commerce has other examples of inconsistencies with respect to City purchasing practices, they should be asked to submit these for evaluation, and not single out the purchase of one item as a need to change the City's purchasing policy.

Recommendation:

That the present purchasing policy of The City remain in effect.



R. Oscroft
Fire Chief

RO/dd

FILE: alan\memos\contract.clk

DATE: September 29, 1993
TO: City Clerk
FROM: Director of Financial Services
**RE: RED DEER CHAMBER OF COMMERCE -
AWARDING OF CONTRACTS**

Attached is my memo of June 30, 1992 regarding the original correspondence from Looker Office Equipment on the tender award of concern to the President of the Chamber of Commerce.

I have some concerns regarding the correspondence from the President of the Chamber of Commerce:

- There is no recommendation as to what a local preference policy should be. This is probably because it is not a normal practice and there are few examples to cite.
- The statement is made that local businesses are being discriminated against. In fact, the existing policy discriminates in favour of the local suppliers:
 - When everything is equal, the local supplier is given preference.
 - Benefits such as better service and additional costs of dealing with outside suppliers could mean a local supplier would be selected even though not the low bid.
 - Tenders on many supply contracts are only tendered locally.
 - On small dollar purchases (under \$500) bids are only requested from local suppliers.
 - When City departments solicit telephone quotations they are normally solicited only from local firms.
 - Most Emergency Purchase Orders (value up to \$500) issued by departments are to local suppliers. Approximately 15,000 EPO's are issued per year.

....2

City Clerk
September 29, 1993
Page 2

The change proposed by the Red Deer Chamber of Commerce could provide for substantial discrimination against outside suppliers.

I am sure that Council and the City administration would like to have a purchasing policy that gave more preference to local suppliers. The problems anticipated by such a policy are:

1. The Provincial Government requires that low tenders be accepted on cost shared projects.
2. Outside suppliers could refuse to tender, thus making bidding less competitive.
3. Costs to the taxpayer could increase.
4. It would create additional work when awarding tenders.

For the above reasons I could not recommend a change to the existing policy.

The existing policy considerations could allow a local supplier to be selected even if not low tender by recognizing cost savings involved in dealing locally. Such factors as faster maintenance response and ability to view large samples such as furniture can result in lower costs. These factors are difficult to quantify in terms of actual dollar savings.

In an attempt to allow consideration of possible cost savings by dealing locally, the purchasing policy could be amended as follows:

"On tenders up to \$10,000 in value where a local supplier is not the lowest acceptable bid, the lowest acceptable tender from a local supplier will be accepted if it is within 2% of the low bid to a maximum of a \$30 difference. This provision is to recognize the cost savings that can be received by dealing with a local supplier. A local supplier is defined as one paying business tax to The City of Red Deer."

It should be noted home occupations would be excluded from consideration.

If Council did agree to amend the purchasing policy, then it should be considered on a one year trial basis. If no significant problems arise during the one year trial, then it would be automatically considered as an ongoing policy.

City Clerk
September 29, 1992
Page 3

RECOMMENDATION

- That no change be made to the existing policy.
- If Council decided a change was needed, that the policy change as described be considered.

A handwritten signature in cursive script, appearing to read 'A. Wilcock'.

A. Wilcock, B. Comm., C.A.
Director of Financial Services

AW/jt

Att.

c.c. Purchasing Agent

FILE: alan\memos\looker.tdr

DATE: June 30, 1992
TO: CITY CLERK
FROM: DIRECTOR OF FINANCIAL SERVICES
RE: LOOKER OFFICE EQUIPMENT - TENDER

The correspondence received from Looker Office Equipment is expressing concern regarding the awarding of a tender recently.

The tender was for the purchase of a chair for the Fire Department. The tenders received were:

COMPANY	AMOUNT \$
Allwest	717.00
Looker Office Equipment	720.00

Council policy #401 states that in the selection of tenders "the low bidder will normally be accepted unless:

- a) Low bidder does not meet specifications materially.
- b) Low bidder cannot deliver in the time required.
- c) The past performance of the low bidder is unacceptable.
- d) Acceptance of the low bid would result in a higher overall or end cost."

In administering the policy if the same amount is bid by a local and out-of-town supplier preference is given to the local supplier.

According to the Council policy the tender from Allwest was accepted. The Fire department in reviewing the tender took into consideration concerns that I assume they will detail in their comments.

In awarding tenders The City does give preference to local suppliers whenever possible within the terms of the Council policy. The value of better service and additional costs of dealing with out of town suppliers that might be incurred are considered.

If a local preference policy was considered as requested in the correspondence from Looker Office Equipment, the following concerns should be reviewed:

- What dollar and/or percent differences would be allowed?
- Would out of town suppliers refuse to tender?
- Would other communities discriminate against Red Deer suppliers in retribution?
- What additional cost would be incurred by The City?

The City Administration would like to assist local businesses as much as possible. The type of policy requested by Looker Office Equipment, however, could result in discrimination against Red Deer businesses and higher costs for its taxpayers.

RECOMMENDATION

It is recommended that council do not consider revising the purchasing policy.



A. Wilcock, B. Comm., C.A.
Director of Financial Services

AW/mrk

DATE: September 23, 1992
TO: City Clerk
FROM: E. L. & P. Manager
RE: Red Deer Chamber of Commerce
Awarding of Contracts

In their letter of September 14, 1992, the Red Deer Chamber of Commerce states that local businesses are being discriminated against because The City's bidding policy does not reflect a "buy local" preference. I disagree with the Chamber's position on the basis that every vendor who submits a price to The City knows that, if all other technical considerations are equal, the vendor who submits the lowest price will be awarded the contract. This is the basis of the competitive bid process and in the broadest of terms it is completely fair and nondiscriminatory - not even on the basis of vendor geographical location.

However, the Chamber's position is appreciated and understood with respect to local preference. If Council wishes to provide for local preference, and thereby introduce some discrimination into the process, it should be done in an honest and forthright manner whereby the preference policy is clearly stated on all tender documents. I believe that there are some alternatives which could be adopted as policy and which would preserve the integrity of the competitive bid system, preserve The City's honesty and integrity in dealing with vendors, and provide for local preference.

Two such alternatives are as follows:

1. Adopt as policy, and state in all tender documents, that prices tendered by vendors who pay Red Deer business tax will be discounted by "X%" for the purpose of evaluating bids. As an example, if a 2% discount was adopted and a local firm submitted a price of \$100., the local firm's price used in the evaluation of bids would be \$98. and, if awarded the contract, \$100. would be paid to the firm.
2. Adopt as a policy that only local vendors will be requested to submit prices for orders which are estimated to total less than "X dollars". As an example, if a \$1,000. figure was adopted and an order was estimated to total less than \$1,000. in cost, only local vendors would be requested to submit bids. If no local firm could provide the goods or services, this policy would not apply.

One of the potential problems with a local preference policy is that The City may spend more than necessary because the degree of competition is reduced. Another potential problem is that outside vendors may no longer wish to respond to City bid requests. These impacts can be reduced by imposing a dollar limit on the purchases given a local preference and by very clearly stating the monetary advantage which will be provided to a local vendor.

City Clerk
Page 2
September 23, 1992

Recommendation

It is my recommendation that the present purchasing policy remain unchanged.

However, if Council wish to adopt a local preference policy, it is my recommendation that either, or both, of the above suggestions should be considered for adoption as policy.

A handwritten signature in black ink, appearing to read 'A. Roth', written in a cursive style.

A. Roth,
Manager

AR/jjd

DATE: September 24, 1992
TO: CITY CLERK
FROM: PURCHASING AGENT
RE: **LOCAL PREFERENCE POLICY**

In response to your memo, dated September 22, 1992, I wish to comment on the letter to the Mayor and Council from the Red Deer Chamber of Commerce regarding awarding of contracts.

The City of Red Deer, in the past, has never had a policy which gives preference to local firms on awarding of tenders, and it is unlikely that City Council will adopt a local preference policy. The City's policy on award of tenders is to accept the lowest price meeting specifications for the required quality and service. If all factors are equal, preference is given to the local firm. From surveys done in the past, this policy is consistent with most other cities in Canada.

As an indication of how widespread the consensus is amongst governments and other organizations against a local preference policy please note the following:

1. The Canadian Construction Association has long been opposed to regional purchasing preferences and has recently stepped up its efforts aimed at eliminating all forms of regional discrimination.
2. The Canadian Manufacturer's Association has asked governments to abolish preferential procurement policies by 1993. They have made the claim that provincial trade barriers, established by the provinces to protect their local businesses, are costing taxpayers and consumers an extra \$6.5 billion annually.
3. The Western Provinces Trade Barrier Reduction Agreement has eliminated all forms of discrimination in government purchasing and established open procurement practices.
4. The Western Accord between Canada's four western provinces has resulted in open tendering for government purchasing of goods and services.
5. The Federation of Canadian Municipalities, in 1991, adopted a municipal purchasing policy to accelerate removal of trade barriers.
6. Many years ago, polls were taken at a Purchasing Management Association of Canada conference, and again at a Public Buyer's conference, which showed that of

- 2 -

the cities represented at these conferences, including the cities of Calgary and Edmonton, none had a policy that provided for a price preference to be given to local suppliers.

It is the duty of elected city officials to protect the interests of all citizens and taxpayers, and not adopt policies which favor any special group. Section #443 of the Municipal Government Act places restrictions on powers of council. It states in part, "No council has the power to grant a bonus or other aid to any person for the establishment or operation of any business or concern whatsoever". If a council attempts to pass a bylaw contrary to this section in regard to bonusing, a member of the council voting in favor of the bylaw is guilty of an offence and liable to a fine. Establishing a local price preference could be interpreted as "granting a bonus or other aid".

In 1987, Chinook Aggregates Ltd. of Vernon, B.C. won a major victory in a court case against the City of Abbotsford, B.C. involving local preference in the awarding of contracts. The B.C. Court of Appeal upheld a lower court ruling rejecting the practice by municipalities and other tender callers of not awarding contracts to the lowest qualified bidder, unless a local preference policy is specifically stated in the tender document. The Court ruled that there have to be good business reasons or pre-stated conditions for the tenderer not to award a contract to the lowest bidder.

In times of economic hardship, it is customary for local businesses and contractors to put pressure on municipal councils to give preference to local industry in the award of contracts. Local preference is a threat to the truly competitive bid system. It undermines the integrity of the tendering process, discourages competition and results in higher costs to municipal taxpayers. It is not right to subsidize any business firm at the expense of the taxpayer at large.

The Purchasing Department acts in agency for its governmental unit and the taxpayer. Its mission is to conserve governmental funds. Preferential treatment prevents the purchaser from obtaining the best competitive price, and therefore is contrary to good purchasing practice, and is in direct conflict with the principles of competition. The cost of goods and services is increased for all taxpayers when a percentage or dollar differential is allowed. This practice discourages outside firms, thereby diminishing competition by reducing potential sources of supply. A purchasing agent who has his market artificially restrained cannot exercise the ingenuity and initiative which are the hallmarks of a professional purchaser.

A policy of local preference would be very difficult, if not impossible, to administer fairly, and could create far more inequities than what it is intended to overcome. The advantages to local firms of having a local preference policy are limited and are far out-weighted by the disadvantages. Local business firms say that a local preference policy will help to attract new businesses into a community, and thereby will increase the tax base. The idea is a fallacy.

- 3 -

A few of the disadvantages of having local preference policies are:

1. Business people who push for a local preference policy should be aware that they could face the possibility of retribution from other jurisdictions. If a city were to adopt a local preference policy, it would tend to encourage other cities to do likewise in retaliation. This would place local firms in a less favorable position in bidding on contracts in other cities.
2. Normally, the justification given by local business firms for a local preference policy is the fact that they are taxpayers. However, the business community normally represents only a small minority of taxpayers within the jurisdiction. Should the majority of taxpayers be penalized by paying higher prices, and consequently higher taxes, to support the minority? Firms located outside of The City of Red Deer, but within the province also pay taxes indirectly to The City of Red Deer. They pay provincial taxes, and the City, in turn, receives grants from the provincial government which help to reduce our municipal taxes.
3. A very clear definition of "local" would have to be established. Consider the following cases and implications:
 - (a) Would "local" be defined as "within city limits" or within a specified radius of the city limits? If the latter, how would this specific radius be determined, and what would happen in the case of a local industry located just half of a kilometer outside of this specified radius?
 - (b) Would a business located outside of the specified radius, but who uses a Red Deer post office box, be classified as "local"?
 - (c) An outside business firm could appoint a local business as a mail receiver. This local address may already have a home occupation permit or business license. How would a situation such as this be administered?
 - (d) An outside firm could appoint a local firm to act as agent for the outside firm, which would undermine the intent of "local preferences".
4. A fair number of national and provincial companies' sales representatives reside in Red Deer, own homes here, and pay taxes to the City. Is it fair to discriminate against these companies?
5. Regardless of how much price differential is granted to a local firm, we are eventually going to be faced with a situation where a local firm will be very slightly higher than the lowest acceptable bid, after taking the percentage of preference into consideration. At some time, in this circumstance, the same decision is going to have to be made - i.e., is it in the interests of our economy to award the bid to the local firm?

- 4 -

Local firms, in effect, already have a built-in advantage in lower delivery costs, and should not require artificial protection. The City of Red Deer, by its established local preference policy, and in many other ways, is already giving a great deal of support to the local business community. For example:

1. Under our present purchasing policy, local firms are given preference on tenders, when price, delivery, etc. are equal. Even when delivery quoted by a local firm may be longer, if delivery is not a critical factor, the tender is awarded to the local firm.
2. Tenders on numerous annual supply contracts - eg. automotive fuels and repair parts, lamps, photocopying services, etc., are solicited from local suppliers only, because of the need for immediate supply or service.
3. On most small dollar purchases, e.g. - under \$500.00, and on telephoned and faxed quotes, the Purchasing Department requests bids from only local suppliers, in cases where we have 3 or 4 local suppliers of the product or service.
4. When other City Departments obtain telephone quotes for a product or service, they normally solicit quotations from only local firms.
5. The largest majority of Emergency Purchase Orders (value \$500.00 or less), for both products and services, are issued to local suppliers. Approximately 15,000 of these E.P.O.'s are issued each year.
6. On construction or maintenance projects, when a project is underway and the crews run out of materials, local suppliers are always given the first opportunity to supply the required product.

We do recognize that keeping tax dollars within the local region may assist in some small way in bolstering the local economy. What then can local purchasing agents do to foster participation in the bidding process by local businesses? Here are some of the things we do:

1. Encourage local firms to bid on products or services which are purchased by the City. Every year the City puts an advertisement in our local newspapers encouraging local firms to contact the Purchasing Department to learn what is required to get on the City's bid lists.
2. Explain the rules of the game in this vigorously competitive environment.
3. Encourage officials of local firms to become more efficient and thereby enable them to be more competitive.
4. Let them know of the fairness and objectivity practised by government purchasing agents in making the awards of tenders.

- 5 -

RECOMMENDATION

That no change be made to the existing policy.

Ruth T. Boivin
Purchasing Agent

RTB/mc

c: Director of Financial Services

DATE: September 29, 1992
TO: City Clerk
FROM: Transit Manager
RE: **RED DEER CHAMBER OF COMMERCE
AWARDING OF CONTRACTS**

The Red Deer Chamber of Commerce has suggested that the City of Red Deer revise our bidding policy to reflect a buy local first requirement.

Although I can understand the Chamber's concern particularly when bids between a local business and an out of town business are extremely close, I could not support the buy local first requirement.

The City of Red Deer spends a significant amount of taxpayer money on supplies and equipment and although a difference of \$3.00 on one item is insignificant, such added costs could increase the overall expenditures very rapidly.

In my opinion, it is prudent that The City of Red Deer obtain the best deal when purchasing goods and services with taxpayer money.

RECOMMENDATION:

The Transit Department respectfully recommends that the bidding policy remain unchanged and that a buy local first policy not be a requirement when purchasing goods and services.



Grant Beattie
Transit Manager

GB/slp

DATE: October 2, 1992
TO: City Clerk
FROM: Public Works Manager
RE: RED DEER CHAMBER OF COMMERCE - AWARDING OF CONTRACTS

We have reviewed the Chamber of Commerce letter dated September 14, 1992.

There is merit in what the Chamber says in that we should be supporting local business. For one quarter of 1%, it may not have been unreasonable to buy locally. Whatever the policy is, there will be those instances where the situation is just on the other side of the line. If we had a 5% local preference what do you do with a price that is 5.25% higher than the low bid.

We have found that, particularly in the area of construction contracts, our local contractors tend to be successful except when they begin to reach their capacity to do the work. Once they have reached their comfortable capacity it is expensive for them to expand further. It is at this point that the out of town contractor becomes competitive since they incur additional mobilization and room and board costs, which the local contractors do not have.

Any policy will be arbitrary to some degree. The present policy provides the goods or services to the citizens of Red Deer at the lowest price. The policy has generally worked well.

RECOMMENDATION:

That the present policy remain.



Gordon Stewart, P. Eng.
Public Works Manager

/blm

c Director of Community Services
 Director of Financial Services
 E.L. & P. Manager
 Fire Chief
 Recreation & Culture Manager
 Purchasing

Director of Engineering Services
Computer Services Manager
Engineering Department Manager
Parks Manager
Transit Manager

DATE: September 28, 1992

TO: City Clerk

FROM: Director of Engineering Services

RE: **AWARDING OF CONTRACTS - RED DEER CHAMBER OF COMMERCE**

Engineering Services has reviewed the correspondence from the Chamber of Commerce authored by Mr. Chikmoroff.

The Engineering Services Division is involved in tendering and awarding a significant number of tenders annually. These tenders could range in value from several thousand dollars to in excess of \$6.5 million.

When tenders close on a specific project, the Engineering Services Division and/or its consultants carefully review the tender, check for arithmetic accuracy, and ensure there are no inconsistencies or irregularities.

We then investigate the lowest tenderer, meeting specifications to satisfy ourselves that the firm is capable of carrying out the area of prime concern to us.

We could not support a "local preference" policy with respect to tendered projects. If a margin was allowed for local contractors of 5% for example, this could mean an extra \$50,000 on a million dollar contract. Such additional expenditures would then be passed on to the taxpayers. It is our opinion that local contractors should already have a built-in advantage as they already reside in Red Deer. Accordingly, their mobilization costs should be less than for an out-of-town contractor.

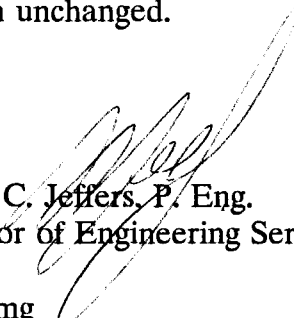
Council should also consider that many of our larger tenders, particularly in the transportation area, are funded by the Province. Award to other than low tender would require strong justification and approval of the Minister.

In conclusion, we would state that we certainly support, as much as possible, "local contract". We certainly do not, as stated by Mr. Chikmoroff discriminate against local businesses. We believe that the tender system is a fair one, fair to all concerned.

City Clerk
Page 2
September 28, 1992

RECOMMENDATION

We would respectfully recommend that the City's present policy with respect to tendering remain unchanged.


Bryon C. Jeffers, P. Eng.
Director of Engineering Services

BCJ/emg
c.c. Director of Community Services
c.c. Director of Financial Services
c.c. Computer Services Manager
c.c. E. L. & P. Manager
c.c. Fire Chief
c.c. Public Works Manager
c.c. Recreation & Culture Manager
c.c. Transit Manager
c.c. Purchasing

Commissioners' Comments

We would concur with the recommendations of the Administration that Council not change the tendering policy. As pointed out by the Purchasing Agent, this policy is not only supported by virtually all municipalities, but is supported also by the vast majority of the private sector. Further as pointed out by the Director of Finance, contrary to the statement in the letter from the Chamber of Commerce that our policy discriminates against local business, our policy in fact discriminates in favor of local business.

"R.J. MCGHEE"
Mayor

"M.C. DAY"
City Commissioner

DATE September 22, 1992

TO:

☒ DIRECTOR OF COMMUNITY SERVICES
☒ DIRECTOR OF ENGINEERING SERVICES
☒ DIRECTOR OF FINANCIAL SERVICES
☐ BYLAWS & INSPECTIONS MANAGER
☒ CITY ASSESSOR
?
☒ COMPUTER SERVICES MANAGER
☐ ECONOMIC DEVELOPMENT MANAGER
☒ E.L. & P. MANAGER
☒ ENGINEERING DEPARTMENT MANAGER
☒ FIRE CHIEF
☒ PARKS MANAGER
☐ PERSONNEL MANAGER
☒ PUBLIC WORKS MANAGER
☐ R.C.M.P. INSPECTOR
☒ RECREATION & CULTURE MANAGER
☐ SOCIAL PLANNING MANAGER
☒ TRANSIT MANAGER
☐ TREASURY SERVICES MANAGER
☐ URBAN PLANNING SECTION MANAGER
☒ PURCHASING

FROM: CITY CLERK

RE: RED DEER CHAMBER OF COMMERCE - AWARDING OF CONTRACTS

Please submit comments on the attached to this office by October 5
 for the Council Agenda of October 13.


C. SEVCIK
City Clerk

**THE CITY OF RED DEER**

P. O. BOX 5008, RED DEER, ALBERTA T4N 3T4

FAX: (403) 346-6195

City Clerk's Department 342-8132

September 22, 1992

Red Deer Chamber of Commerce
3017 - 50 Ave.
Red Deer, Alberta
T4N 5Y6

Dear Sirs:

I acknowledge receipt of your letter dated September 14, 1992, re: Awarding of Contracts.

This item will be discussed and possibly a decision made at the Meeting of Red Deer City Council on Tuesday, October 13. Council meetings begin at 4:30 p.m., and adjourn for the supper hour at 6:00 p.m. reconvening at 7:00 p.m.

In the event you wish to be present at the Council meeting, would you please telephone our office on Friday, October 9, and we will advise you of the approximate time that Council will be discussing this item.

Would you please enter City Hall on the park side entrance when arriving, and proceed up to the second floor Council Chambers.

This request has been circulated to City administration for comments, and should you wish to receive a copy of the administrative comments prior to the Council meeting, they may be picked up at our office on the second floor of City Hall on Friday, October 9.

If you have any questions in the meantime, please do not hesitate to contact the writer.

Yours truly,

C. Sevcik
City Clerk
CS/ds

*a delight
to discover!*

DATE: September 25, 1992

TO: CHARLIE SEVCIK
City Clerk

FROM: CRAIG CURTIS, Director
Community Services Division

RE: RED DEER CHAMBER OF COMMERCE: AWARDING OF CONTRACTS
Your memo dated September 22, 1992 refers.

I have discussed this issue with the Parks Manager, and we have no comments from a Community Services perspective.



CRAIG CURTIS

:dmg

c. Don Batchelor, Parks Manager

**THE CITY OF RED DEER**

P. O. BOX 5008, RED DEER, ALBERTA T4N 3T4

FAX: (403) 346-6195

City Clerk's Department 342-8132

October 21, 1992

Red Deer Chamber of Commerce
3017 - 50 Avenue
Red Deer, Alberta
T4N 5Y6

Att: Mr. Ron Chikmoroff
President

Dear Sir:

RE: AWARDING OF CONTRACTS

Your letter of September 14, 1992 pertaining to the above topic was considered at the Council Meeting of October 13, 1992 and at which meeting Council passed the following motion agreeing that there be no change to the City's tendering policy:

"RESOLVED that Council of The City of Red Deer having considered correspondence from the Red Deer Chamber of Commerce re awarding of contracts hereby agrees that the tendering policy be not changed and as recommended to Council October 13, 1992."

The decision of Council in this instance is submitted for your information. On behalf of Council, I wish to thank you for your letter and in this regard I am enclosing herewith all of the administrative comments which appeared on the agenda as a result thereof (pages 123 - 140).

... / 2

*a delight
to discover!*

Red Deer Chamber of Commerce
Page 2
October 21, 1992

If you have any questions, please do not hesitate to contact the undersigned.

Sincerely,



C. SEVCIK
City Clerk

CS/clr
Encls.

cc: City Commissioner
Director of Community Services
Director Engineering Services
Director of Financial Services
E L & P Manager
Engineering Department Manager
Fire Chief
Parks Manager
City Assessor
Public Works Manager
Recreation & Culture Manager
Transit Manager
Purchasing Agent

NO. 7

Jim Sandberg
#2 - 4827 - 46 Street
Red Deer, Alberta
Acc #5021673 04

Mr. Charlie Sevcik
City Clerk
2nd Floor
City Hall

Dear Sir:

On June 27/92, I moved to #2 - 4827 - 46 Street. Due to my employment with Border Paving and long hours, I was unable to get into City Hall to have the utilities put in my name.

On July 2/92, I returned home at 8:45 p.m. to find that the hydro had been disconnected. As I had freezer full of meat and the hydro had been off since 9:15 A.M. I phoned the after hours number and had it reconnected.

The following day, I found out that the hydro had been disconnected because of non-payment from the previous tenant. Now I'm billed \$92.00 for the after hours call.

I have spoken to Tony Bergman and he informs me that there is nothing he can do and that it is my responsibility to pay the \$92.00. I can't see how it is my responsibility to pay for some other persons mismanagement.

I thank you for your time and consideration in this matter. I look forward to hearing from you at your earliest convenience.

"J. Sandberg"

DATE: October 1, 1993
TO: City Clerk
FROM: Director of Financial Services
RE: JIM SANDBERG - UTILITY RECONNECT FEE

Mr. Sandberg is requesting that Council waive an overtime reconnect fee of \$92 charged because he requested power be restored after regular working hours.

The circumstances are:

- The power was disconnected on July 2nd because of non-payment by the previous tenant.
- Mr. Sandberg had moved into the suite about June 20th but did not notify the City or open an account.
- Mr. Sandberg admitted to a Utility staff member on August 7th he had moved in on June 20th. Mr. Sandberg's letter states June 27th but the landlord confirms it was mid-June.
- Mr. Sandberg moved out of his previous residence in mid-April without notifying the Utilities section. The Utilities section closed out the account only when notified by the new tenant May 1st.

The reconnect fee is high because an E. L. & P. department employee must be called out to reconnect the service.

In considering the circumstances outlined, I cannot recommend the \$92 fee be waived. Mr. Sandberg had time to notify the City and open an account but failed to do so.

RECOMMENDATION

That the reconnect fee not be waived.



A. Wilcock, B. Comm., C.A.
Director of Financial Services

AW/jt
c.c. Treasury Services Manager
Utility Billing Supervisor

Commissioners' Comments

We would concur with the recommendations of the Director of Financial Services.

"R.J. MCGHEE"
Mayor

"M.C. DAY"
City Commissioner

DATE September 24, 1992

TO:

<input type="checkbox"/>	DIRECTOR OF COMMUNITY SERVICES
<input type="checkbox"/>	DIRECTOR OF ENGINEERING SERVICES
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<input type="checkbox"/>	BYLAWS & INSPECTIONS MANAGER
<input type="checkbox"/>	CITY ASSESSOR
<input type="checkbox"/>	COMPUTER SERVICES MANAGER
<input type="checkbox"/>	ECONOMIC DEVELOPMENT MANAGER
<input type="checkbox"/>	E.L. & P. MANAGER
<input type="checkbox"/>	ENGINEERING DEPARTMENT MANAGER
<input type="checkbox"/>	FIRE CHIEF
<input type="checkbox"/>	PARKS MANAGER
<input type="checkbox"/>	PERSONNEL MANAGER
<input type="checkbox"/>	PUBLIC WORKS MANAGER
<input type="checkbox"/>	R.C.M.P. INSPECTOR
<input type="checkbox"/>	RECREATION & CULTURE MANAGER
<input type="checkbox"/>	SOCIAL PLANNING MANAGER
<input type="checkbox"/>	TRANSIT MANAGER
<input checked="" type="checkbox"/>	TREASURY SERVICES MANAGER
<input type="checkbox"/>	URBAN PLANNING SECTION MANAGER
<input checked="" type="checkbox"/>	UTILITIES BILLING SUPERVISOR


FROM:

CITY CLERK

RE: JIM SANDBERG - UTILITY RECONNECT FEE

Please submit comments on the attached to this office by Oct. 2

 for the Council Agenda of October 13, 1992.


C. SEVCIK
City Clerk

DATE

Sept 28/92

TO:

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DIRECTOR OF COMMUNITY SERVICES
DIRECTOR OF ENGINEERING SERVICES
DIRECTOR OF FINANCIAL SERVICES
BYLAWS & INSPECTIONS MANAGER
CITY ASSESSOR
COMPUTER SERVICES MANAGER
ECONOMIC DEVELOPMENT MANAGER
E.L. & P. MANAGER
ENGINEERING DEPARTMENT MANAGER
FIRE CHIEF
PARKS MANAGER
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TREASURY SERVICES MANAGER
URBAN PLANNING SECTION MANAGER

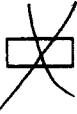
Utilities Billing Supervisor

FROM:

CITY CLERK

RE: Jim Sandberg - Utility Reconnect Fee

Please submit comments on the attached to this office by Oct 2
_____ for the Council Agenda of Oct 13/92



ACKNOWLEDGE

C. SEVCIK
City Clerk

**THE CITY OF RED DEER**

P. O. BOX 5008, RED DEER, ALBERTA T4N 3T4

FAX: (403) 346-6195

City Clerk's Department 342-8132

September 24, 1992

Mr. Jim Sandberg
#2, 4827 - 46 St.
Red Deer, Alberta
T4N 1M9

Dear Sir:

I acknowledge receipt of your letter, September 24, 1992, re: Utility Bill.

This item will be discussed and possibly a decision made at the Meeting of Red Deer City Council on Tuesday, October 13, 1992. Council meetings begin at 4:30 p.m., and adjourn for the supper hour at 6:00 p.m. reconvening at 7:00 p.m.

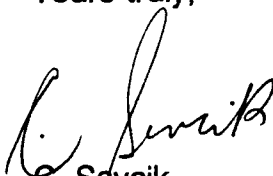
In the event you wish to be present at the Council meeting, would you please telephone our office on Friday, October 9, and we will advise you of the approximate time that Council will be discussing this item.

Would you please enter City Hall on the park side entrance when arriving, and proceed up to the second floor Council Chambers.

This request has been circulated to City administration for comments, and should you wish to receive a copy of the administrative comments prior to the Council meeting, they may be picked up at our office on the second floor of City Hall on Friday, October 9.

If you have any questions in the meantime, please do not hesitate to contact the writer.

Yours truly,



C. Sevcik
City Clerk

CS/ds

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to discover!*

Mr. Charlie Sercik
City Clerk
2nd Floor
City Hall.

Jim Sandberg.
#2-4827-46 St.
Red Deer, Alberta
Acc # 5021673 04

THE CITY OF RED DEER
CLERK'S DEPARTMENT

RECEIVED	
TIME	12:40
DATE	Sept 24/92
BY	<i>[Signature]</i>

Dear Sir,

On June 27/92, I moved to #2-4827-46 St. Due to my employment with Border Paving and long hours, I was unable to get into City Hall to have the utilities put in my name.

On July 2/92, I returned home at 8:45 P.M. to find that the hydro had been disconnected. As I had freezer full of meat and the hydro had been off since 9:15 A.M. I phoned the after hours number and had it reconnected.

The following day I found out that the hydro had been disconnected because of non-payment from the previous tenant (DARCY ROUX). Now I'm ~~being~~ billed \$92.00 for the after hours call.

I have spoken to Tony Bugman and he informs me that there is nothing he can do and that it is my responsibility to pay the \$92.00. I can't see how it is my responsibility to pay for some other persons mismanagement.

I thank you for your time and consideration in this matter. I look forward to hearing from you at your earliest convenience.

[Signature] Sandberg.

**THE CITY OF RED DEER**

P. O. BOX 5008, RED DEER, ALBERTA T4N 3T4

FAX: (403) 346-6195

City Clerk's Department 342-8132

October 21, 1992

Mr. Jim Sandberg
#2, 4827 - 46 Street
Red Deer, Alberta
T4N 1M9

Dear Sir:

RE: UTILITY RE-CONNECT FEE

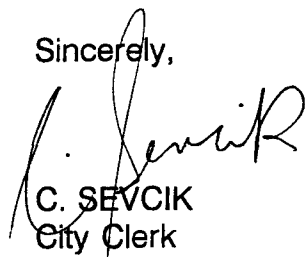
Your letter pertaining to the above matter received consideration at the Council Meeting of October 13, 1992.

At the above noted meeting, Council passed the following motion agreeing that your request to waive the reconnect fee be denied:

"RESOLVED that Council of The City of Red Deer hereby agrees that the request from Jim Sandberg to waive an overtime reconnect fee of \$92.00 for restoration of power to #2, 4827 - 46 Street after regular working hours be not approved and as recommended to Council October 13, 1992."

The decision of Council in this instance is submitted for your information. If you have any questions, please do not hesitate to contact the undersigned.

Sincerely,



C. SEVCIK
City Clerk

CS/clr

cc: Director Financial Services
Treasury Services Manager
Utility Billing Supervisor
Accounts Receivable Supervisor

*a delight to discover!*



HELP-U-SELL OF RED DEER

#2 5233 - 49 Avenue
Red Deer, Alberta T4N 6G5

Bus: (403) 342-SELL (7355)

To the Mayor and City Council

We are appealing a bill we received for taking down signs by city crews that we put up during an advertising campaign in February 1992.

When we put the signs late up on Friday night, our logic was, that they were pretty much the same as garage sale and a variety of other signs that one might see around any weekend, and that the city seemed to show a tolerance towards signs of this nature.

Mr. Campbell accompanied by Mr. Day approached Dave Miller, co-manager of Help-U-Sell at a the Home Show on Saturday afternoon, Mr. Campbell told Mr. Miller "I am instructing Commissioner Day to send out city crews to take the signs down".

Mr. Campbell lent Mr. Miller his cellular telephone, who used it to call me (John le Vann), I am the other manager. After Mr. Miller told me what Mr. Campbell had said, I asked to talk to Mr. Campbell.

Mr. Campbell told me he had a lot of complaints about the signs, but that they had only been from realtors, never the less he wanted the signs down right now and was sending out city workers to take them down. I told him that we could have them down in two to two and one half hours. Mr. Campbell told me I had one hour and then he would instruct Commissioner Day to send out city crews.

Dave Miller tells me that afterwards Mr. Campbell then said we could have till three pm to get the signs down which by my calculations gave us slightly less than two hours.

THE CITY OF RED DEER
CLERK'S DEPARTMENT

RECEIVED	
TIME	9:30 am
DATE	Sept Oct. 1/92
BY	C. Perak

We took almost all of the signs down and in the Westpark area saw a city truck taking down some signs, given no more than ten minutes we would have had all the signs the city crews picked up.

Later we were charged and we paid our fine without protest, but as far as the bill for signs we believe it is unfair for the following reasons.

Mr. Campbell, who held a real estate license, and most conceivably knew he would soon be opening an office made the unilateral decision as to how another real estate company would be treated.

There were dozens of other signs out that day, but Mr. Campbell singled out signs of our company.

It is apparent Mr. Campbell did not instruct Mr. Day to perform the operation in a thrifty manner. Four people were employed for four hours each. The crews were out for no more than 20 to 30 minutes. Why does it take two people in one truck to take down a small cardboard sign held up with two staples.

When we did receive the bill we questioned that the workers should be paid for four hours and were told that if brought to work they had to be paid for four hours, apparently that's the union. What union do the trucks belong to? We were charged for two trucks for four hours each as well despite the fact they were out no more than half an hour.

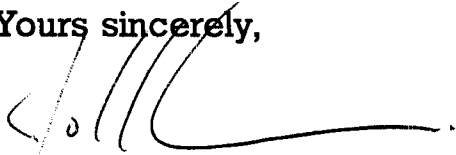
If one person went out in one truck and worked for an hour or two and we were charged for that or even four hours, that would have been consistent with how any business person might have treated the matter. When it is done in a manner that the billing comes to over three times the fine, and the actual cost per small cardboard poster that can be taken down in a matter of a few seconds is over \$20.00 per poster, then I feel the manner in which the posters were taken down was punitive.

If Mr. Campbell was paying the bill himself how would he have taken the posters down?

We believe that Mr. Campbell, a realtor, acting exclusively upon the complaints of other realtors was in conflict in dealing with Help-U-Sell.

We ask the Mayor and Counsel to consider Mr. Campbell's actions in this matter. If this matter was before City Council would he be allowed to vote on it? If not, the charges should be reversed, in that he should have never issued the orders.

Yours sincerely,

A handwritten signature in black ink, appearing to read 'John le Vann', with a long horizontal stroke extending to the right.

John le Vann

FILE: gord\memos\hlp-u-sl.cc

DATE: October 2, 1992
TO: City Clerk
FROM: Public Works Manager
RE: HELP-U-SELL ADVERTISING SIGNS REMOVAL

On February 29, 1992, I received a call at home from the City Commissioner telling me he had received complaints about Help-U-Sell signs in the City right-of-way. The Commissioner requested I send two crews out to remove these signs, if they were still in place at 3:00 p.m..

I called our employee on the sanding shift and he in turn called three other employees to come in and remove the signs. The two crews went out, one north of the river and one south of the river.

An invoice was issued for this work on March 3, 1992. A few days later I received a call from Mr. Dave Miller asking why the bill was so large. I explained to him our contract with C.U.P.E. provides that any employee called out beyond his regular shift is entitled to a minimum two hours pay at double time. He seemed satisfied with that and I heard nothing further until this Council item of October 1, 1992. We would note that, contrary to what is stated in the letter, Help-U-Sell was only charged for two trucks for two hours each.

I have discussed this with the employees who did the work and, although we did not record start and stop times, to the best of their recollection they were out for very close to two hours either removing signs or ensuring that all the signs had been removed. This is, of course, trying to recall work done more than seven months ago.

RECOMMENDATION:

That the invoice be paid as presented.



Gordon Stewart, P. Eng.
Public Works Manager

/blm

c Director of Engineering Services
 Director of Financial Services

Commissioners' Comments

On Saturday, February 29/92, I received a phone call from Alderman Campbell at home sometime before lunch at approximately 11:00 a.m. as best as I can remember, expressing concerns over the appearance of a number of signs which had been installed by a local realty company on City property and asking what action, if any, the City could take regarding this infraction of City bylaws. I indicated to Alderman Campbell that I would investigate the matter and get back to him. I immediately drove around a part of the City where Alderman Campbell indicated these signs were located and found that a very significant number of these signs had been installed on City property and were in fact attached to power poles, traffic lights, fences, etc. I returned home and endeavored to contact the realty company concerned. I reached a telephone answering machine which gave the message that no one was presently available as all the staff of the realty company were in attendance at the Westerner at what I believe was the home show. I also checked with the Fire Department where all after hours and weekend calls are received and found that they had also received a number of complaints. I thereupon phoned and advised Alderman Campbell that I had determined that the principals of the Company in question were in attendance at the Westerner and I would shortly be driving down there to request the cooperation of the Company in question in removing the signs. Alderman Campbell offered to accompany me and we spoke to Mr. Miller at the Westerner and Alderman Campbell spoke also to Mr. le Vann by telephone. Mr. Miller advised me that it always was their intention to remove the signs after the weekend show was over, but in view of the complaints, he would endeavor to get the signs down right away. He also indicated, however, that on such short notice, he was not sure that he could get the assistance he required to get the signs down right away and he left me in no doubt that unless I established a deadline, it was unlikely that the signs would be removed with dispatch. Accordingly, in conjunction with Alderman Campbell, we established a deadline of 3:00 p.m. Again as best as I can recall the time was somewhere between noon and 1:00 p.m.

Upon returning home, I phoned Mr. G. Stewart, the Public Works Manager, outlining the circumstances and requesting that if the signs were still up at 3:00, we use City forces to remove same. After discussion, we agreed that this work would be most expeditiously done by 1 crew north of the river and 1 crew south of the river.

(For Council's information our experience has indicated that 2 men in a truck, 1 driving and 1 loading can remove signs more than twice as fast as 1 man in a truck alone).

Upon checking at 3:00 both Mr. Stewart and myself determined that the signs were still in evidence and accordingly, 2 crews were dispatched to undertake the work. On reviewing the matter with Mr. Stewart the following Monday it became apparent that unknown to us, at the time we dispatched the crews, Help-U-Sell Realty had already commenced to take the signs down and accordingly the number of signs actually removed by the City crews turned out to be only a small portion of the total signs exhibited.

The foregoing is my best recollection of the events and I apologise to Council if I have been somewhat vague, but this event occurred over 7 months ago and I cannot understand why Help-U-Sell did not bring this matter to Council's attention at the time they received the invoice if they had these concerns.

Reference is made in the letter from Mr. le Vann that: "When we put the signs late up on Friday night, our logic was, that they were pretty much the same as garage sale and a variety of other signs that one might see around any weekend, and that the city seemed to show a tolerance towards signs of this nature." Mr. le Vann is quite correct that many commercial enterprises knowing that Bylaw Officers are not normally on duty on weekends, take advantage of this fact and do place advertising signs of one form or another on City boulevards and in the road right of way. Had the signs that had been placed by Help-U-Sell Real Estate been of a similar nature my advice to Alderman Campbell would have been that we advise Help-U-Sell of the bylaw and request their removal as soon as possible. Such was not the case, however, as there were literally hundreds of these signs tacked all over City property and I believe the request that they be removed forthwith was not unreasonable.

I, therefore, cannot recommend that the invoice be cancelled.

"M.C. DAY"
City Commissioner

**THE CITY OF RED DEER**

P. O. BOX 5008, RED DEER, ALBERTA T4N 3T4

FAX: (403) 346-6195

City Clerk's Department 342-8132

file

October 21, 1992

RE-DIRECTED TO NEW ADDRESS OF:

Help-U-Sell Real Estate
#2, 5233 - 49 Avenue
Red Deer, Alberta
T4N 6G5

5804 Gaetz Avenue
Red Deer, Alberta
T4N 4C2
(PHONE: 342-7355) 92 10 23 /clr

Att: Mr. John le Vann

Dear Sir:

RE: HELP-U-SELL ADVERTISING SIGNS REMOVAL

Your letter pertaining to an invoice regarding removal of advertising signs by The City on or about February 29, 1992 received consideration at the Council Meeting of October 13, 1992 and at which meeting Council passed the following motion:

"RESOLVED that Council of The City of Red Deer hereby agrees that the request from John le Vann to cancel the invoice pertaining to the removal by City Crews of Help-U-Sell adverting signs on February 29, 1992, be not approved but that the charge not exceed \$230.00."

The decision of Council in this instance is submitted for your information. As you will note in the resolution, while Council did not agree to cancel the invoice, they did reduce the amount of the charges.

If you have any questions, please do not hesitate to contact the undersigned.

Sincerely,

C. SEVCIK
City Clerk

CS/clr

cc: Director of Financial Services
Public Works Manager
Accounts Receivable Supervisor

**RED DEER***a delight
to discover!*

**THE CITY OF RED DEER**

P. O. BOX 5008, RED DEER, ALBERTA T4N 3T4

FAX: (403) 346-6195

City Clerk's Department 342-8132

October 21, 1992

Help-U-Sell Real Estate
#2, 5233 - 49 Avenue
Red Deer, Alberta
T4N 6G5

Att: Mr. John le Vann

Dear Sir:

RE: HELP-U-SELL ADVERTISING SIGNS REMOVAL

Your letter pertaining to an invoice regarding removal of advertising signs by The City on or about February 29, 1992 received consideration at the Council Meeting of October 13, 1992 and at which meeting Council passed the following motion:

"RESOLVED that Council of The City of Red Deer hereby agrees that the request from John le Vann to cancel the invoice pertaining to the removal by City Crews of Help-U-Sell adverting signs on February 29, 1992, be not approved but that the charge not exceed \$230.00."

The decision of Council in this instance is submitted for your information. As you will note in the resolution, while Council did not agree to cancel the invoice, they did reduce the amount of the charges.

If you have any questions, please do not hesitate to contact the undersigned.

Sincerely,

C. SEVCIK
City Clerk

CS/clr

cc: Director of Financial Services
Public Works Manager
Accounts Receivable Supervisor

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to discover!*



September 30, 1992

Mayor R. J. McGhee

Dear Mayor McGhee:

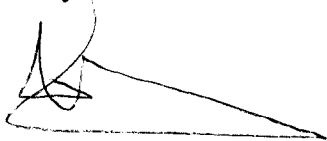
I am pleased to advise that an agreement has been reached to proceed with a three year cooperative marketing program, aimed at attracting major conventions, trade shows and other events to our city.

The Westerner Exposition Association and four major hotels (the Black Knight Inn, Capri Centre, North Hill Inn and the Red Deer Lodge) have each agreed to contribute \$25,000 per year for the next three years for this cooperative campaign. We understand from the City's representatives, Alderman Statnyk and Alderman Surkan, that the City has also agreed to commit \$25,000 for each of the next three years. We are proceeding with our campaign on this assumption, which we would appreciate having confirmed in writing.

The steering committee for this program, made up of representatives of each of these partners, has appointed me as Chairman and Mal Hough of the Westerner as Vice-Chairman. We have also requested that the Red Deer Visitor and Convention Bureau play the role of administrator and coordinator of the program, which the Bureau has agreed to do. Bureau manager Wendy Martindale acts as the recording secretary and Chairman Bill Olafson is a non-voting member of our steering committee.

We look forward to cooperatively implementing a targeted campaign which will attract many new events to our community in the coming years. We appreciate Council's support of and involvement in this important initiative.

Sincerely,



Jack McGilvray
Chairman
Convention Marketing Consortium

Commissioners' Comments

This matter has been discussed informally and if we are to proceed a commitment from Council is necessary. We would recommend that Council approve the partnership arrangement and authorize the expenditure of \$25,000 per annum for the next 3 years. However, we would further recommend that the question of whether this expenditure should be additional to the annual grant to the Visitor & Convention Bureau or should come in whole or in part from this grant be left until consideration of the 1993 budget.

"R.J. MCGHEE"

Mayor

"M.C. DAY"

City Commissioner

**THE CITY OF RED DEER**

P. O. BOX 5008, RED DEER, ALBERTA T4N 3T4

FAX: (403) 346-6195

City Clerk's Department 342-8132

October 21, 1992

Red Deer Visitor & Convention Bureau
P.O. Box 5008
Red Deer, Alberta
T4N 3T4

Att: Mr. Jack McGilvray
Chairman
Convention Marketing Consortium

Dear Sir:

RE: COOPERATIVE MARKETING PROGRAM

Your letter dated September 30, 1992 pertaining to the above topic was considered at the Council Meeting of October 13, 1992 and at which meeting Council passed the following motion:

"RESOLVED that Council of The City of Red Deer hereby approves the partnership arrangement of the Westerner Exposition Association, four major hotels (Black Knight Inn, Capri Centre, North Hill Inn and the Red Deer Lodge) and the City of Red Deer, (each agreeing to contribute \$25,000 per year for the next three years) said program to be aimed at attracting major conventions, trade shows and other events to our city.

Council hereby authorizes the expenditure of \$25,000 per annum for the next three years for this marketing program and further agrees that the question of whether this expenditure should be additional to the annual grant to the Visitor and Convention Bureau or should come in whole or in part from this grant be left until consideration of the 1993 budget."

... / 2

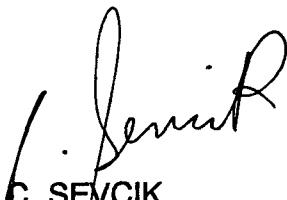
*a delight
to discover!*

Red Deer Visitor & Convention Bureau
Page 2
October 21, 1992

The decision of Council in this instance is submitted for your information and appropriate action. As noted in your letter, it is our understanding that the Red Deer Visitor & Convention Bureau will undertake the role of administrator and co-ordinator of the program. I would also like to draw to your attention in particular the last paragraph of the resolution passed by Council, which provides that the question of whether the \$25,000 per annum should be additional to the annual grant to the Visitor & Convention Bureau or should come in whole or in part from this grant, will be decided during the 1993 budget deliberations.

On behalf of Council, I wish to take this opportunity to wish you every success in this endeavour.

Sincerely,



C. SEVCIK
City Clerk
CS/clr

cc: City Commissioner
Director of Financial Services

NO. 1

2 October 1992

CITY OF RED DEER
4914 - 48 Avenue
Red Deer, Alberta
T4N 3T4

THE CITY OF RED DEER
CLERK'S DEPARTMENT

RECEIVED	
TIME	noon
DATE	Oct. 2/92
BY	L. Surkan

Attention: Mr. Charles Sevcik
City Clerk

Dear Mr. Sevcik:

Re: Barriers at Lane Entrance
to Addinell Close - Red Deer


Please be advised that a group of the neighborhood property owners in Addinell Close oppose the present installation of the barricades at the north lane entrance to Addinell Close. We also question the procedure that resulted in the barricades being installed in the first place.

The following reasons are cited against this lane closure:

- Use of this lane would be more appropriate to preserve public safety of children being loaded and unloaded along Addinell Avenue in front of St. Elizabeth Seton School.
- These barricades de-value existing property values in the immediate area.
- Emergency access vehicle route via the north lane will not be possible.
- The lane was established prior to any residences being built and serves the subdivision well by providing necessary access to the rear of the properties in the area. Any interruption to this lane is not acceptable.
- If dust is a concern, then perhaps the lane should be paved by a local improvement with the costs being charged to the abutting property owners.

Enclosed is a petition against the lane closure. If this matter is placed on the Council Agenda, a representative from the group of petitioners will be available to make a presentation.

Yours truly,


Fred L. Lebedoff
FL*tj / encl.

cc: K. Haslop
G. Surkan

- PETITION BY ELECTORS

Page 1

(Pursuant to the Municipal Government Act)

To: The Mayor and Council at the CITY of RED DEER, AlbertaThe undersigned persons, being electors of the CITY of RED DEER, Alberta, hereby petition council for:

(**Accurately state purpose and objectives of Petition in this space)

THE REMOVAL OF THE NEW JERSEY BARRIERS THAT HAVE BEEN INSTALLED
AT THE LANE ENTRANCE TO ADDINELL CLOSE.EACH PETITIONER by signing this petition certifies that he (or she) is an elector of the CITY of RED DEER.

Signature of Petitioner	Printed Name	*** Complete Municipal Address	****Signature of Adult Witness	Printed Name (Witness)
<i>Lois Doughty</i>	LOIS Doughty	67 ADDINELL CLOSE	<i>[Signature]</i>	FRED LEBEDOFF
<i>Shirley Skowronski</i>	SHIRLEY SKOWRONSKI	59 ADDINELL CLOSE	<i>[Signature]</i>	"
<i>Judy Doughty</i>	JUDY Doughty	67 ADDINELL CLOSE	<i>[Signature]</i>	"
<i>John Hume</i>	JOHN HUME	51 ADDINELL CLOSE	<i>[Signature]</i>	"
<i>[Signature]</i>	FRED LEBEDOFF	63 ADDINELL CLOSE	<i>[Signature]</i>	"
<i>Chris Hume</i>	CHRIS HUME	51 ADDINELL CLOSE	<i>[Signature]</i>	"
<i>Walter Skowronski</i>	WALTER SKOWRONSKI	59 ADDINELL CLOSE	<i>[Signature]</i>	"
<i>Beu Lebedoff</i>	BEU LEBEDOFF	63 ADDINELL CLOSE	<i>[Signature]</i>	"
<i>Glenda Lebedoff</i>	Glenda Lebedoff	63 ADDINELL CLOSE	<i>[Signature]</i>	"

NOTES:

* This form is a suggested form only and is prepared by Alberta Municipal Affairs for the information and convenience of interested individuals. It has no legislative effect. For certainty, legal advice should be sought, when a petition is being considered.

** Each page of the petition shall contain an accurate and identical statement of the purpose and objectives of the petition.

*** In the absence of a municipal address, indicate legal description of property on which petitioner resides.

**** Each person witnessing a signature on the petition is required to sign an Affidavit that to the best of his or her belief, the persons whose signatures they witnessed are electors of the municipality.

(Pursuant to the Municipal Government Act)

To: The Mayor and Council at the CITY of RED DEER, AlbertaThe undersigned persons, being electors of the CITY of RED DEER, Alberta, hereby petition council for:

(**Accurately state purpose and objectives of Petition in this space)

THE REMOVAL OF THE NEW JERSEY BARRIERS THAT HAVE BEEN INSTALLED
AT THE LANE ENTRANCE TO ADDINELL CLOSE.EACH PETITIONER by signing this petition certifies that he (or she) is an elector of the CITY of RED DEER.

Signature of Petitioner	Printed Name	*** Complete Municipal Address	****Signature of Adult Witness	Printed Name (Witness)
<i>[Signature]</i>	Tracy Lebedoff	63 Addinell Close.	<i>[Signature]</i>	FRED LEBEDOFF
MARTIN BOOKS	MARTIN BOOKS	39 ADDINELL CLOSE.	<i>[Signature]</i>	"
<i>[Signature]</i>	RICK ROBERTS	43 ADDINELL CLOSE.	<i>[Signature]</i>	"
<i>[Signature]</i>	Blake Blundell	71 Addinell Close	<i>[Signature]</i>	"
<i>[Signature]</i>	Bart Anon	" " "	<i>[Signature]</i>	"
Kelly Dauphinee	Kelly Dauphinee	67 Addinell Close	<i>[Signature]</i>	"

NOTES:

* This form is a suggested form only and is prepared by Alberta Municipal Affairs for the information and convenience of interested individuals. It has no legislative effect. For certainty, legal advice should be sought, when a petition is being considered.

** Each page of the petition shall contain an accurate and identical statement of the purpose and objectives of the petition.

*** In the absence of a municipal address, indicate legal description of property on which petitioner resides.

**** Each person witnessing a signature on the petition is required to sign an Affidavit that to the best of his or her belief, the persons whose signatures they witnessed are electors of the municipality.

DATE: October 6, 1992

TO: City Clerk

FROM: Engineering Department Manager

RE: **TEMPORARY BARRIER INSTALLATION
ADDINELL CLOSE LANE - ANDERS PARK SUBDIVISION**

Six residents adjacent to the gravel laneway, as noted on the attached plan 1, submitted a petition to the Engineering Department on July 30, 1992, requesting one end of the lane be closed to stop shortcutting traffic.

As we had received a similar request in 1982, the Engineering Department, on August 3, 1992, requested comments from various City departments relative to a possible closure. The comments are summarized below:

1. Public Works - no objection as long as access to existing utilities is protected. Does not affect garbage collector.
2. Building Inspection Department - concerned with rear garage access.
3. E. L. & P. Department - no objections.
4. Engineering Department
 - shortcutting volume low
 - neighbourhood problem
 - do not support closure
5. RCMP - Cannot identify valid reason for lane closure; however, if closed, prefer south end be closed.
6. Planning Commission - recommends that the south end be closed.
7. Fire Department - no objections to closure.
8. Community Services - no comment.
9. Land Supervisor - if closed, lane right of way could be landscaped and leased to adjoining property owners.
10. City Assessor - no comments.

On August 24, 1992, we received an inquiry from Alderman Surkan regarding what action was being proposed in this instance. We responded by saying that most City departments did not see any serious problems and suggested a trial period with temporary barriers to determine the neighbourhood reaction.

City Clerk
Page 2
October 6, 1992


Accordingly, barriers and signs were placed September 18, 1992, with the intent of preparing a report to Council for the October 13, 1992 Council meeting.

To date we have received the following letters and petition requesting that the barriers be removed:

- a. Judy Dauphinee, 67 Addinell Close - barriers unsightly and should be removed.
- b. Bev Lebedoff, 63 Addinell Close - barriers unsightly, garbage and vehicle storage occurring behind barriers; requests removal.
- c. Shirley Skowronski, 59 Addinell Close - barriers unsightly, unnecessarily restricting traffic, and garbage is being stored behind barriers; requests removal.
- d. Petition representing eight property owners as noted on attachment 2 is requesting the barrier removal.

RECOMMENDATION

In view of the apparent conflict within the neighbourhood, we refer the matter to City Council for consideration and direction.


Ken G. Haslop, P. Eng.
Engineering Department Manager

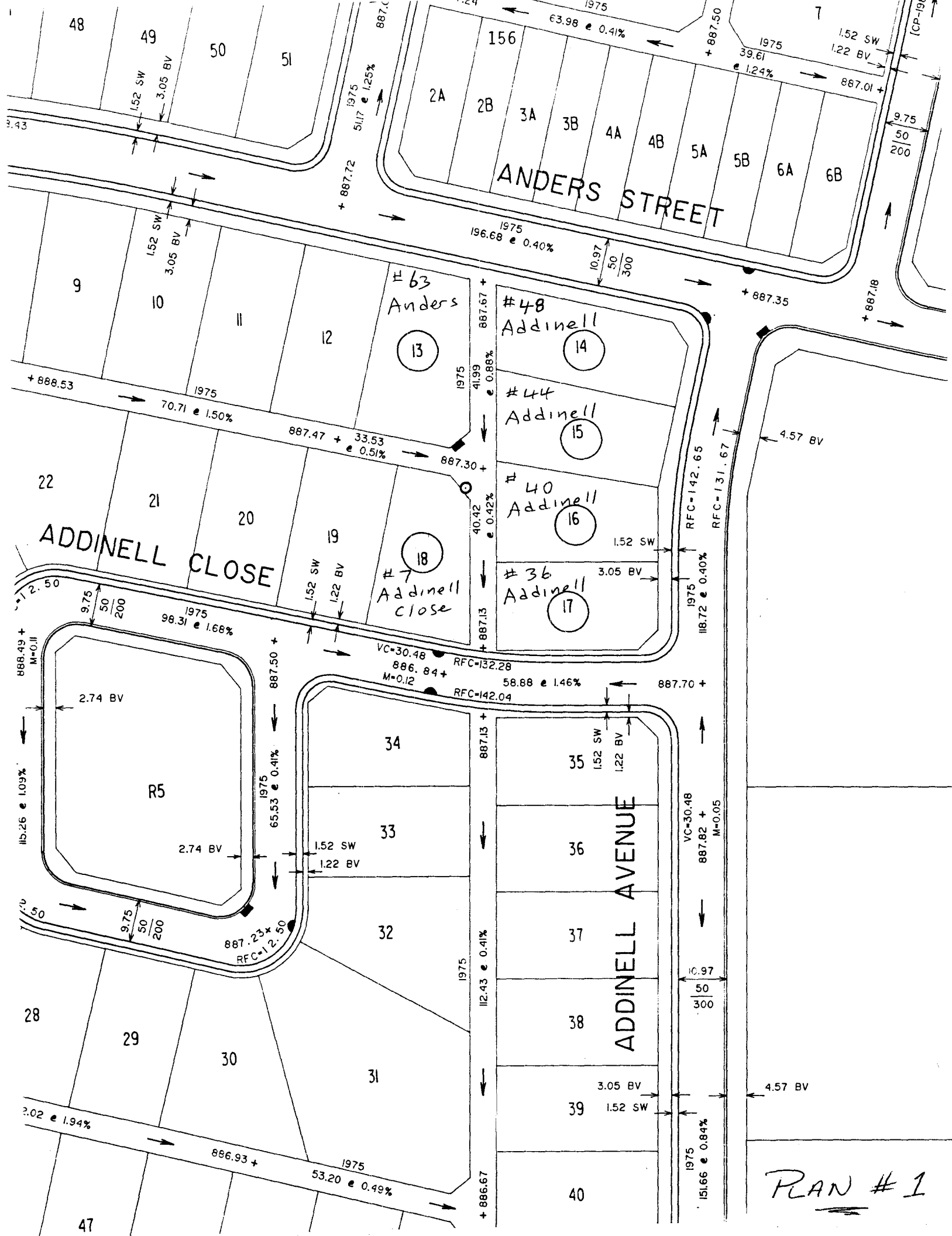
KGH/emg
Att.

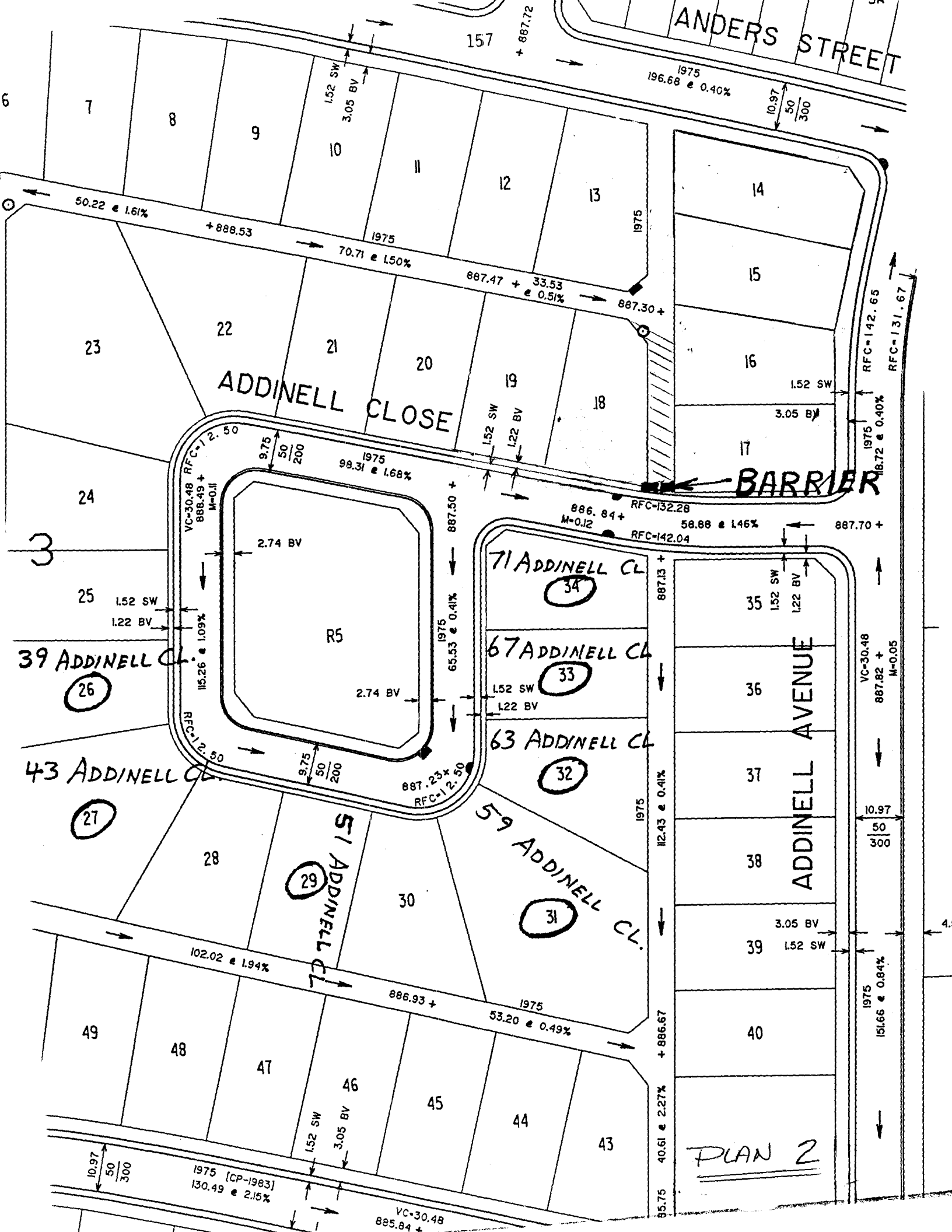
c.c. Director of Community Services
c.c. By-laws and Inspections Manager
c.c. City Assessor
c.c. E. L. & P. Manager
c.c. Fire Chief
c.c. RCMP Inspector
c.c. Urban Planning Sections Manager

Commissioners' Comments

As outlined by the Director of Engineering Services these barriers were installed on a trial basis in an attempt to satisfy the concerns of some residents. While it would appear that this has satisfied the residents who made the initial request, in light of the petition clearly there are a greater number of residents opposed to this barrier and we would therefore recommend that the barriers be removed and the lane be used as designed.

"R.J. MCGHEE", Mayor
"M.C. DAY", City Commissioner





DATE October 5, 1992

TO:

<input checked="" type="checkbox"/>	DIRECTOR OF COMMUNITY SERVICES
<input checked="" type="checkbox"/>	DIRECTOR OF ENGINEERING SERVICES
<input type="checkbox"/>	DIRECTOR OF FINANCIAL SERVICES
<input checked="" type="checkbox"/>	BYLAWS & INSPECTIONS MANAGER
<input checked="" type="checkbox"/>	CITY ASSESSOR
<input type="checkbox"/>	COMPUTER SERVICES MANAGER
<input type="checkbox"/>	ECONOMIC DEVELOPMENT MANAGER
<input checked="" type="checkbox"/>	E.L. & P. MANAGER
<input type="checkbox"/>	ENGINEERING DEPARTMENT MANAGER
<input checked="" type="checkbox"/>	FIRE CHIEF
<input type="checkbox"/>	PARKS MANAGER
<input type="checkbox"/>	PERSONNEL MANAGER
<input type="checkbox"/>	PUBLIC WORKS MANAGER
<input checked="" type="checkbox"/>	R.C.M.P. INSPECTOR
<input type="checkbox"/>	RECREATION & CULTURE MANAGER
<input type="checkbox"/>	SOCIAL PLANNING MANAGER
<input type="checkbox"/>	TRANSIT MANAGER
<input type="checkbox"/>	TREASURY SERVICES MANAGER
<input checked="" type="checkbox"/>	URBAN PLANNING SECTION MANAGER
<input type="checkbox"/>	

*Ken Hasdy has
agreed to submit
one report which
incorporates the
previous RCM
report.
apfl
Oct 6/92*

FROM:

CITY CLERK

RE: PETITION - RE: BARRIER AT LANE/ENTRANCE TO ADDINELL CLOSE

Please submit comments on the attached to this office by Nov. 2

 for the Council Agenda of Nov. 9/92

C. Swick
C. SEVCIK
City Clerk

2 October 1992

CITY OF RED DEER
4914 - 48 Avenue
Red Deer, Alberta
T4N 3T4

THE CITY OF RED DEER
CLERK'S DEPARTMENT

RECEIVED	
TIME	noon
DATE	Oct. 2/92
BY	C. Sevcik

Attention: Mr. Charles Sevcik
City Clerk

Dear Mr. Sevcik:

Re: Barriers at Lane Entrance
to Addinell Close - Red Deer

Please be advised that a group of the neighborhood property owners in Addinell Close oppose the present installation of the barricades at the north lane entrance to Addinell Close. We also question the procedure that resulted in the barricades being installed in the first place.

The following reasons are cited against this lane closure:

- Use of this lane would be more appropriate to preserve public safety of children being loaded and unloaded along Addinell Avenue in front of St. Elizabeth Seton School.
- These barricades de-value existing property values in the immediate area.
- Emergency access vehicle route via the north lane will not be possible.
- The lane was established prior to any residences being built and serves the subdivision well by providing necessary access to the rear of the properties in the area. Any interruption to this lane is not acceptable.
- If dust is a concern, then perhaps the lane should be paved by a local improvement with the costs being charged to the abutting property owners.

Enclosed is a petition against the lane closure. If this matter is placed on the Council Agenda, a representative from the group of petitioners will be available to make a presentation.

Yours truly,



Fred L. Lebedoff
FL*tj / encl.

cc: K. Haslop
G. Surkan

(Pursuant to the Municipal Government Act)

To: The Mayor and Council at the CITY of RED DEER, AlbertaThe undersigned persons, being electors of the CITY of RED DEER, Alberta, hereby petition council for:

(**Accurately state purpose and objectives of Petition in this space)

THE REMOVAL OF THE NEW JERSEY BARRIERS THAT HAVE BEEN INSTALLED
AT THE LANE ENTRANCE TO ADDINELL CLOSE.EACH PETITIONER by signing this petition certifies that he (or she) is an elector of the CITY of RED DEER.

Signature of Petitioner	Printed Name	*** Complete Municipal Address	****Signature of Adult Witness	Printed Name (Witness)
<i>[Signature]</i>	ROSE DAUPHINEE	67 ADDINELL CLOSE	<i>[Signature]</i>	FRED LEBEDOFF
<i>[Signature]</i>	SHIRLEY SKOWRONSKI	59 ADDINELL CLOSE	<i>[Signature]</i>	"
<i>[Signature]</i>	JUDY DAUPHINEE	67 ADDINELL CLOSE	<i>[Signature]</i>	"
<i>[Signature]</i>	JOHN HUME	51 ADDINELL CLOSE	<i>[Signature]</i>	"
<i>[Signature]</i>	FRED LEBEDOFF	63 ADDINELL CLOSE	<i>[Signature]</i>	"
<i>[Signature]</i>	CHRIS HUME	51 ADDINELL CLOSE	<i>[Signature]</i>	"
<i>[Signature]</i>	WILTON SKOWRONSKI	59 ADDINELL CLOSE	<i>[Signature]</i>	"
<i>[Signature]</i>	BOB LEBEDOFF	63 ADDINELL CLOSE	<i>[Signature]</i>	"
<i>[Signature]</i>	Glenda Lebedoff	63 Addinell Close	<i>[Signature]</i>	"

NOTES:

* This form is a suggested form only and is prepared by Alberta Municipal Affairs for the information and convenience of interested individuals. It has no legislative effect. For certainty, legal advice should be sought, when a petition is being considered.

** Each page of the petition shall contain an accurate and identical statement of the purpose and objectives of the petition.

*** In the absence of a municipal address, indicate legal description of property on which petitioner resides.

**** Each person witnessing a signature on the petition is required to sign an Affidavit that to the best of his or her belief, the persons whose signatures they witnessed are electors of the municipality.

(Pursuant to the Municipal Government Act)

To: The Mayor and Council at the CITY of RED DEER, AlbertaThe undersigned persons, being electors of the CITY of RED DEER, Alberta, hereby petition council for:

(**Accurately state purpose and objectives of Petition in this space)

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AT THE LANE ENTRANCE TO ADDINELL CLOSE.EACH PETITIONER by signing this petition certifies that he (or she) is an elector of the CITY of RED DEER.

Signature of Petitioner	Printed Name	*** Complete Municipal Address	****Signature of Adult Witness	Printed Name (Witness)
<i>[Signature]</i>	Tracy Lebedoff	63 Addinell Close.	<i>[Signature]</i>	FRAN LEBEDOFF
MARTIN BOOKS	MARTIN BOOKS	39 ADDINELL CLOSE.	<i>[Signature]</i>	"
<i>[Signature]</i>	RICH ROBERTS	43 ADDINELL CLOSE.	<i>[Signature]</i>	"
<i>[Signature]</i>	Blake Blundell	71 Addinell Close	<i>[Signature]</i>	"
<i>[Signature]</i>	BART ANON	" " "	<i>[Signature]</i>	"
Kelly Dauphinee	Kelly Dauphinee	67 Addinell Close	<i>[Signature]</i>	"

NOTES:

* This form is a suggested form only and is prepared by Alberta Municipal Affairs for the information and convenience of interested individuals. It has no legislative effect. For certainty, legal advice should be sought, when a petition is being considered.

** Each page of the petition shall contain an accurate and identical statement of the purpose and objectives of the petition.

*** In the absence of a municipal address, indicate legal description of property on which petitioner resides.

**** Each person witnessing a signature on the petition is required to sign an Affidavit that to the best of his or her belief, the persons whose signatures they witnessed are electors of the municipality.

DATE October 5, 1992

TO:

<input checked="" type="checkbox"/>	DIRECTOR OF COMMUNITY SERVICES
<input checked="" type="checkbox"/>	DIRECTOR OF ENGINEERING SERVICES
<input type="checkbox"/>	DIRECTOR OF FINANCIAL SERVICES
<input checked="" type="checkbox"/>	BYLAWS & INSPECTIONS MANAGER
<input checked="" type="checkbox"/>	CITY ASSESSOR
<input type="checkbox"/>	COMPUTER SERVICES MANAGER
<input type="checkbox"/>	ECONOMIC DEVELOPMENT MANAGER
<input checked="" type="checkbox"/>	E.L. & P. MANAGER
<input type="checkbox"/>	ENGINEERING DEPARTMENT MANAGER
<input checked="" type="checkbox"/>	FIRE CHIEF
<input type="checkbox"/>	PARKS MANAGER
<input type="checkbox"/>	PERSONNEL MANAGER
<input type="checkbox"/>	PUBLIC WORKS MANAGER
<input checked="" type="checkbox"/>	R.C.M.P. INSPECTOR
<input type="checkbox"/>	RECREATION & CULTURE MANAGER
<input type="checkbox"/>	SOCIAL PLANNING MANAGER
<input type="checkbox"/>	TRANSIT MANAGER
<input type="checkbox"/>	TREASURY SERVICES MANAGER
<input checked="" type="checkbox"/>	URBAN PLANNING SECTION MANAGER
<input type="checkbox"/>	

Ken Haslop said he'd like this to go to Oct 13 mtg. He will phone all staff to advise and will prepare a co-ordinated report.

FROM:

CITY CLERK

RE: PETITION - RE: BARRIER AT LANE/ENTRANCE TO ADDINELL CLOSE

Please submit comments on the attached to this office by Nov. 2

 for the Council Agenda of Nov. 9/92.


C. SEVCIK
City Clerk

**THE CITY OF RED DEER**

P. O. BOX 5008, RED DEER, ALBERTA T4N 3T4

FAX: (403) 346-6195

City Clerk's Department 342-8132

September 29, 1992

Mr. Fred Lebedoff
63 Addinell Close
Red Deer, Alberta
T4R 1B3

Dear Sir:

I acknowledge receipt of your letter dated October 2, 1992, re: Barriers at Lane Entrance to Addinell Close.

This item will be discussed and possibly a decision made at the Meeting of Red Deer City Council on Monday, November 9, 1992. Council meetings begin at 4:30 p.m., and adjourn for the supper hour at 6:00 p.m. reconvening at 7:00 p.m.

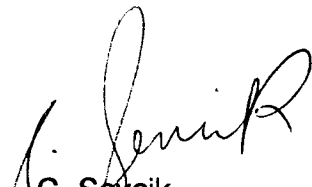
In the event you wish to be present at the Council meeting, would you please telephone our office on Friday, November 6, and we will advise you of the approximate time that Council will be discussing this item.

Would you please enter City Hall on the park side entrance when arriving, and proceed up to the second floor Council Chambers.

This request has been circulated to City administration for comments, and should you wish to receive a copy of the administrative comments prior to the Council meeting, they may be picked up at our office on the second floor of City Hall on Friday, November 6.

If you have any questions in the meantime, please do not hesitate to contact the writer.

Yours truly,



C. Sevcik
City Clerk
CS/ds

*a delight
to discover!*

DATE: October 6, 1992

FILE NO. 92-1460

TO: City Clerk

FROM: Bylaws and Inspections Manager

RE: **PETITION - BARRIER AT LANE/ENTRANCE TO ADDINELL CLOSE**

In response to your memo of October 5, 1992, regarding the above referenced matter, we wish to advise that we have no comments at this time, other than those made to the Engineering Department.

Yours truly,

A handwritten signature in black ink, appearing to be 'R. Strader', written over a horizontal line.

R. Strader
Bylaws and Inspections Manager
BUILDING INSPECTION DEPARTMENT

RS/vs

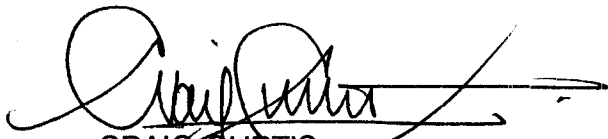
DATE: October 5, 1992

TO: CHARLIE SEVCIK
City Clerk

FROM: CRAIG CURTIS, Director
Community Services Division

RE: PETITION IN RE BARRIER AT LANE/ENTRANCE TO ADDINELL CLOSE
Your memo dated October 5, 1992 refers.

I have discussed this matter with the Parks, Recreation & Culture and Social Planning Managers, and we have no comments from a Community Services perspective.



CRAIG CURTIS

:dmg

- c. Don Batchelor, Parks Manager
- Colleen Jensen, Social Planning Manager
- Lowell Hodgson, Recreation & Culture Manager

DATE: 9 October 1992

TO: City Clerk

FROM: City Assessor

RE: PETITION RE: BARRIER AT LANE/ENTRANCE TO ADDINELL CLOSE

The Assessment and Tax Department has no comment regarding the above matter.

A handwritten signature in black ink, appearing to read 'Al Knight', with a stylized flourish at the end.

Al Knight, A.M.A.A.
City Assessor

AK/ngl

DATE: October 8, 1992

TO: City Clerk

FROM: Fire Chief

RE: PETITION - BARRIER AT LANE/ADDINELL CLOSE

This department had no objections to the closure, however, if the public opinion was to reopen the lane, we would not have any objections or further comments.

A handwritten signature in black ink, appearing to read "R. Oscroft", with a stylized flourish at the end.

R. Oscroft
Fire Chief

RO/dd

We the undersigned residents DO NOT FIND THE ALLEY CLOSEURE
at ADDINELL CLOSE to be a concern.

* Anne & M. Wright - 27 Addinell Close
Linda Brooks - 39 Addinell Close
Sharon Mawer - 47 Addinell Close

* Joan Wilson - 23 Addinell Close
Jenna Finch - 75 Addinell Close.

Shelley White - 16 Addinell Ave.

(It is noted, because in writing and is proposed)

* Evelyn Fabian 19 Addinell Close

* Margaret Schuster 11 Addinell Close

Dee & Kely 29 Anders. ST.

Submitted to City Council

Date: October 13/92

ls.



THE CITY OF RED DEER

P. O. BOX 5008, RED DEER, ALBERTA T4N 3T4

FAX: (403) 346-6195

City Clerk's Department 342-8132

October 21, 1992

Mr. Fred Lebedoff
63 Addinell Close
Red Deer, Alberta
T4R 1B3

Dear Sir:

RE: BARRIERS AT LANE ENTRANCE TO ADDINELL CLOSE

I would advise that the petition which you submitted on behalf of a group of neighbourhood property owners on Addinell Close opposed to the barricades at the North lane entrance to the said close, received consideration at the Council Meeting of October 13, 1992.

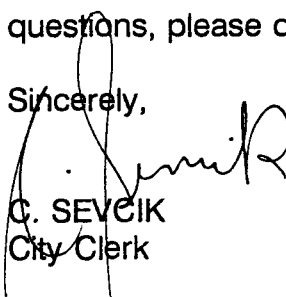
At the above noted meeting, the following motion agreeing to remove the barricades was defeated:

"RESOLVED that Council of The City of Red Deer having considered petition from residents from Addinell Close requesting removal of the barriers at lane entrance to Addinell close hereby agrees that said barriers be removed as requested and as recommended to Council October 13, 1992."

MOTION DEFEATED

The decision of Council in this instance is submitted for your information. If you have any questions, please do not hesitate to contact the undersigned.

Sincerely,


C. SEVCIK
City Clerk

CS/clr

cc: Engineering Department Manager
Fire Chief
Insp. Beaton
Principal Planner



RED DEER

*a delight
to discover!*

BY-LAW NO.3077/92

Being a by-law of the City of Red Deer respecting the interpretation of Bylaws.

WHEREAS it is desirable to ensure uniformity in the Interpretation of City Bylaws;

NOW THEREFORE, THE MUNICIPAL COUNCIL OF THE CITY OF RED DEER, IN THE PROVINCE OF ALBERTA, DULY ASSEMBLED, ENACTS AS FOLLOWS:

SHORT TITLE

1 This Bylaw may be cited as the "The Interpretation Bylaw".

PURPOSE

2 The purpose of this Bylaw is:

- (a) to state principles and rules for the interpretation of bylaws;
- (b) to shorten bylaws by avoiding the need for repetition; and
- (c) to promote consistency in the language and form of bylaws.

APPLICATION

3 This Bylaw applies to the interpretation of every Bylaw of the City.

4 A bylaw has effect immediately at the beginning of the day on which it comes into force.

5 A bylaw shall be construed as being in continuous force and shall be applied to circumstances as they arise.

6 A bylaw shall be construed as being remedial, and shall be given the fair, large and liberal construction and interpretation that best ensures the attainment of its objects.

7 (1) The preamble of a bylaw is part of the bylaw intended to assist in explaining the

bylaw.

(2) In a bylaw:

- (a) tables of contents;
- (b) marginal notes; and
- (c) statutory citations after the end of a section or schedule;

are not part of the bylaw, but are inserted for convenience of reference only.

8 Definitions and other interpretation provisions in a bylaw:

- (a) are applicable to the whole bylaw, including the section containing the definitions or interpretations provisions, except to the extent that a contrary intention appears in the bylaw; and
- (b) apply to regulations, orders or notices made under the bylaw except to the extent that a contrary intention appears in the bylaw or in the order or notice.

9 In a bylaw a citation of or reference to another bylaw of the City or to a statute or regulation of the Province, or of Canada, is a citation of or reference to such enactments as amended, whether amended before or after the commencement of the bylaw, statute or regulation in which the citation or reference occurs.

10 (1) A reference in a bylaw to a series of numbers or letters by the first and last numbers or letters of the series shall be construed as including the number or letter first mentioned and the number or letter last mentioned.

(2) A reference in a bylaw to a part, division, section, schedule, appendix or form shall be construed as a reference to a part, division, section, schedule, appendix or form of the bylaw in which the reference occurs.

(3) A reference in a bylaw to a subsection, clause, subclause, paragraph or

subparagraph shall be construed as a reference to a subsection, clause, subclause, paragraph or subparagraph of the section, subsection, clause, subclause or paragraph, as the case may be, in which the reference occurs.

- (4) A reference in a bylaw to regulations shall be construed as a reference to regulations made under the bylaw in which the reference occurs.

- 1 1 When a form is prescribed by or under a bylaw, deviations from it not affecting the substance and not calculated to mislead do not invalidate the form used.

AMENDMENTS AND REPEAL

- 1 2 (1) A bylaw that is repealed and replaced ceases to have effect at the time the new bylaw commences.

- (2) A bylaw that is expressed to expire or otherwise cease to have effect on a particular day shall be construed as ceasing to have effect at the end of that day.

- 1 3 An amending bylaw shall be construed as part of the bylaw that it amends.

- 1 4 (1) When a bylaw is repealed in whole or in part, the repeal does not:

- (a) revive a previous bylaw, or thing not in force or existing immediately before the time when the repeal takes effect;
- (b) affect the previous operation of the bylaw so repealed or anything done or suffered under it;
- (c) affect any right, privilege, obligation or liability acquired, accrued, accruing or incurred under the bylaw so repealed;
- (d) affect any offence committed against or a contravention of the bylaw so repealed, or any penalty, forfeiture or punishment incurred in respect of or under the bylaw so repealed; or
- (e) affect any investigation, proceeding or remedy in respect of the right,

privilege, obligation, liability, penalty, forfeiture or punishment.

- (2) An investigation, proceeding or remedy described in section 14(1)(e) may be instituted, constituted or enforced and the penalty, forfeiture or punishment imposed as if the bylaw had not been repealed.

15 (1) If a bylaw is repealed and a new bylaw is substituted for it:

- (a) every person acting under the repealed bylaw shall continue to act as if appointed or elected under the new bylaw until he is reappointed or another is appointed or elected in his place;
- (b) every proceeding commenced under the repealed bylaw shall be continued under and in conformity with the new bylaw so far as may be consistent with the new bylaw;
- (c) the procedure established by the new bylaw shall be followed as far as it can be adapted:
 - (i) in the recovery or enforcement of penalties and forfeitures incurred under the repealed bylaw;
 - (ii) in the enforcement of rights existing or accruing under the repealed bylaw; and
 - (iii) in a proceeding in relation to matters that have happened before the repeal;
- (d) then, if any penalty, forfeiture or punishment is reduced or mitigated by the new bylaw, the penalty, forfeiture or punishment, if imposed or adjudged after the repeal, shall be reduced or mitigated accordingly;
- (e) any reference in an unrepealed bylaw to the repealed bylaw shall, with respect to a subsequent transaction, matter or thing, be construed as a reference to the provisions of the new bylaw relating to the same subject matter as the repealed bylaw.

CALCULATION OF TIME

- 16 (1) If in a bylaw the time limited for the doing of a thing expires or falls on a holiday or any Saturday or Sunday, the thing may be done on the next working day.
- (2) If in a bylaw the time limited for registration or filing of an instrument, or for the doing of anything, expires or falls on a day which is not a working day, the instrument or thing may be registered, filed or done on the day next following which is a working day.
- (3) If a bylaw contains a reference to a number of days expressed to be "clear days" or to "at least" or "not less than" a number of days between 2 events, in calculating the number of days, the days on which the events happen shall be excluded.
- (4) If a bylaw contains a reference to a number of days not expressed to be "clear days" or "at least" or "not less than" a number of days between 2 events, in calculating the number of days, the day on which the first event happens shall be excluded and the day on which the second event happens shall be included.
- (5) If in a bylaw a time is expressed to begin or end at, on or within a specified day or to continue to or until a specified day, the time includes that day.
- (6) If in a bylaw a time is expressed to begin after or to be from a specified day, the time does not include that day.
- (7) If a bylaw provides that anything to be done within a time after, from, of or before a specified day, the time does not include that day.
- (8) If a bylaw contains a reference to a period of time consisting of a number of months after or before a specified day, the number of months shall be counted from, but not so as to include, the month in which the specified day falls, and the period shall be reckoned as being limited by and including:
- (a) the day immediately after or before the specified day, according as the

period follows or precedes the specified day; and

- (b) the day in the last month so counted having the same calendar number as the specified day, but if that last month has no day with the same calendar number, then the last day of that month.
- (9) For the purpose of construing a reference in a bylaw to a specified age expressed as a number of years, a person shall be deemed to have attained the specified age at the beginning of the relevant anniversary of the day of his birth.

SERVICE OF DOCUMENTS OR NOTICES

- 17 (1) Unless otherwise specifically provided in a Bylaw, if a bylaw authorizes or requires a document to be sent, given or served by mail and the document is properly addressed and sent by prepaid mail other than double registered or certified mail, then unless the contrary is proven, the service shall be presumed to be effected:
 - (a) 7 days from the date of mailing if the document is mailed in Alberta to an address in Alberta; or
 - (b) subject to clause 17(1)(a), 14 days from the date of mailing if the document is mailed in Canada to an address in Canada.
- (2) Subsection (1) does not apply if:
 - (a) the document is returned to the sender other than by the addressee; or
 - (b) the document was not received by the addressee, the proof of which lies with the addressee.

DEFINITIONS

18 In a bylaw:

- (a) "Adult" means a person 18 years of age or older;

- (b) **"Assessor"** means the person appointed by Council to direct, manage and administer the Assessment and Taxation Department of the City;
- (c) **"Bylaws and Inspection Manager"** means the person appointed by Council to direct, manage and administer the Bylaws Enforcement and Inspection Department of the City;
- (d) **"Bylaw Officer"** means a person appointed as a Bylaw Enforcement Officer under the Bylaws Officer Enforcement bylaw;
- (e) **"Chief of Police"** means the Officer commanding or the Officer in charge, from time to time, of the City Detachment of the R.C.M.P.
- (f) **"City"** means the Corporation of The City of Red Deer, in the Province of Alberta, and where appropriate shall mean and include all lands within its boundaries;
- (g) **"City Clerk"** means the City Clerk of the City and, in his absence, the Assistant City Clerk;
- (h) **"City Solicitor"** means a member of the Law Society of Alberta appointed by the City to advise and represent the City in legal matters;
- (i) **"Commencement"** when used with reference to a bylaw, means the time at which that bylaw comes into force;
- (j) **"Commissioner"** means the Mayor, and/or the City Commissioner appointed by Council;
- (k) **"Council"** means the Council of the City elected under the provisions of the Local Authorities Act;
- (l) **"Development Officer"** means a person appointed as a Development Officer pursuant to the Land Use Bylaw;

- (l) "Director of Community Services" means a person appointed by Council to direct, manage and administer the City Division of Community Services;
- (m) "Director of Engineering Services" or "City Engineer" means a person appointed by Council to direct, manage or administer the City Division of Engineering Services;
- (n) "Director of Finance" or "City Treasurer" means a person appointed by Council to direct, manage and administer the City Division of Financial Services;
- (o) "Director of Planning" means the person designated by the Red Deer Regional Planning Commission as the head of the City Planning Section of the Red Deer Regional Planning Commission;
- (p) "Fire Chief" means a person appointed to direct, manage and administer the City fire department;
- (q) "Holiday" includes:
 - (i) New Year's Day, Alberta Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Labour Day, Remembrance Day and Christmas Day;
 - (ii) December 26, or when that date falls on a Sunday or a Monday, then December 27;
 - (iii) any day appointed by proclamation of the Governor General in Council or by proclamation of the Lieutenant Governor in Council for a public holiday;
 - (iv) the first Monday in August, or any other day declared by the Council as a civic holiday;
- (r) "License Inspector" or "License Officer" means the Inspector of licenses for the City or any member of the Bylaw Inspection Department;
- (s) "Month" means calendar month;

- (t) "Minor" means a person under the age of 18 years;
- (u) "Offence" means an offence punishable on summary conviction;
- (v) "Offence Ticket" or "Violation Ticket" or "Tag" means written notice of a breach of any provision of any Bylaw in respect of which a specified penalty may be paid to the City in lieu of the accused person appearing in the Provincial Court of Alberta to answer to a Summons issued under the Provincial Offences Procedure Act.
- (w) "Peace Officer" means a member of the City Detachment of the R.C.M.P.;
- (x) "Person" includes a corporation, and the heirs, executors, administrators or other legal representatives of a person;
- (y) "Province" means the Province of Alberta;
- (z) "R.C.M.P." means the Royal Canadian Mounted Police;
- (zi) "Writing or "Written" or any similar term includes words represented or reproduced by any mode of representing or reproducing words in visible form;
- (zii) "Working Day" means any day of the week other than a holiday or a Saturday or Sunday;

19 (1) In a bylaw:

- (a) "May" shall be construed as permissive and empowering;
- (b) "Now" and "Next" shall be construed as referring to the time of commencement of the bylaw containing the word;
- (c) "Shall" is to be construed as imperative;
- (d) words importing male persons include female persons, words importing

(e) words in the singular include the plural and words in the plural include the singular;

20 This Bylaw shall come into full force and effect upon the passage of third reading.

READ A THIRD TIME IN OPEN COUNCIL this day of , A.D. 19 .

CITY CLERK

BYLAW 3081/92

Being a Bylaw to repeal Bylaw No. 3018/90, the Fireworks Bylaw of The City of Red Deer.

NOW THEREFORE THE MUNICIPAL COUNCIL OF THE CITY OF RED DEER, IN THE PROVINCE OF ALBERTA, DULY ASSEMBLED, ENACTS AS FOLLOWS:

- 1 Bylaw No. 3018/90, known as the "Fireworks Bylaw" is hereby repealed.
- 2 This Bylaw shall come into full force and effect upon the passage of third reading.

READ A FIRST TIME IN OPEN COUNCIL this day of A.D. 1992.

READ A SECOND TIME IN OPEN COUNCIL this day of A.D. 1992.

READ A THIRD TIME IN OPEN COUNCIL this day of A.D. 1992.

MAYOR

CITY CLERK

BYLAW NO. 3082/92

Being a Bylaw to close a portion of road in The City of Red Deer as described herein.

NOW THEREFORE THE MUNICIPAL COUNCIL OF THE CITY OF RED DEER, IN THE PROVINCE OF ALBERTA, DULY ASSEMBLED, ENACTS AS FOLLOWS:

- 1 The following portion of roadway in The City of Red Deer is hereby closed.

"All that portion of 54 Avenue lying within Subdivision Plan
_____ containing 0.042 ha. more or less.

EXCEPTING THEREOUT ALL MINES AND MINERALS".

- 2 This Bylaw shall come into full force and effect upon the passage of third reading.

READ A FIRST TIME IN OPEN COUNCIL this day of A.D. 1992.

READ A SECOND TIME IN OPEN COUNCIL this day of A.D. 1992.

READ A THIRD TIME IN OPEN COUNCIL this day of A.D. 1992.

MAYOR

CITY CLERK

**ANNOUNCEMENT MADE BY CITY CLERK C. SEVCIK
AT THE COUNCIL MEETING OF OCTOBER 13, 1992**

Your Worship and Members of Council:

The Alberta Urban Municipalities Association recognizes outstanding leadership by elected municipal officials in the Province and have every year since 1983 bestowed on a worthy candidate the "Award of Excellence".

The objects of the Award are:

- 1) To recognize outstanding civic leadership by a municipal elected official;
- 2) To further the health of the organization by recognizing excellence within the ranks of present and past leaders.

The "Award of Excellence" is intended to be a prestigious award which will be coveted by the recipient and the Award Committee may recommend the bestowal of this award on not more than three individuals during the course of any one year.

I have been requested to announce this evening, and it is indeed my honour and privilege, to advise that this prestigious award will be presented at the AUMA Annual Convention this Fall in Edmonton to His Worship Mayor Bob McGhee.



*Copied to: Council
City Commissioners 92/01/28*

Alberta Urban Municipalities Association

8712 105 Street, P.O. Box 4607, Station S.E., Edmonton, Alberta T6E 5G4
Tel: (403) 433 4431 • Toll Free: 1 800 661 2862 • Fax: 433 4454

*Pat Shaw - March 6
Call her again March 27*

DATE: January 23. 1992
TO: Mayors & Council
FROM: Councillor Gary E. Browning
President

SUBJECT: AWARD OF EXCELLENCE

The Alberta Urban Municipalities Association is pleased to again recognize outstanding leadership by elected municipal officials in the Province.

The Award of Excellence is intended to be a prestige award which will be coveted by the recipients, and enclosed herewith is a copy of the objectives, criteria and other information regarding this Award. The AUMA Executive Committee may recommend bestowing the award on not more than three individuals in any year.

Your assistance in providing suitable nominations for this award will be greatly appreciated. Should you have any newspaper clippings or other pertinent information regarding your nominee, please forward with the nomination form no later than May 1st, 1992.

GEB

ALBERTA URBAN MUNICIPALITIES ASSOCIATION

AWARD OF EXCELLENCE

OBJECTIVES

To recognize outstanding civic leadership by a municipal elected official.

To further the health of the organization by recognizing excellence within the ranks of present and past leaders.

CRITERIA FOR AWARD

A past or present municipal elected official who has held office for at least three years in Alberta.

Outstanding contribution to the field of municipal politics through any combination of the following:

- a) leadership in his/her local area.
- b) leadership in the provincial context, especially service the the AUMA.
- c) leadership in the national context, eg. service to the FCM; holding a federal government office.
- d) recognized research in local government.
- e) papers, presentations on local government to local, regional, provincial, national or international groups or organizations.

TYPE OF AWARD

A certificate, plaque or other form of suitable recognition to the recipient, with his or her name also inscribed on a permanent certificate, plaque or other form of recognition to be housed in the offices of the AUMA.

AWARD COMMITTEE

The Executive Committee, or other committee as the Board of Directors shall from time to time consider appropriate, with the recommendation(s) of the Committee being forwarded to the Board for their approval prior to the annual convention of the AUMA.

NUMBER OF AWARDS

The Committee may recommend bestowing the Award of Excellence on not more than three individuals during the course of any one year.

TIME OF AWARD

The Award of Excellence shall be presented at the President's Banquet during the annual convention or at such other time as the Board may decide from time to time.

ALBERTA URBAN MUNICIPALITIES ASSOCIATION

AWARD OF EXCELLENCE

Recipients of the award to date are:

1983	Andy Anderson Ken Newman George Davison	Mayor, City of Lethbridge Alderman, City of Edmonton Alderman, City of Medicine Hat
1984	Clarence Algot Ed Barrett Wes Jackson	Mayor, Village of Derwent Former Mayor, City of Red Deer Former Mayor, Town of Lacombe
1985	Reginald Austin George Repka Mona Sparling	Former Mayor, Town of Gibbons Former Mayor, City of Grande Prairie Former Alderman, City of Camrose
1986	George Cuff John Bagan	Mayor, City of Spruce Grove Former Mayor, Town of St. Paul
1987	Lucille Dougherty Dorothy French John Ternoway	Former Mayor, Town of High River Alderman, City of Wetaskiwin Former Mayor, Town of Spirit River
1988	Verna Block Rod Thronson Doug Fee	Mayor, Town of Spirit River Alderman, City of St. Albert Former Mayor, Town of Innisfail
1989	E.A. (Jim) Reynolds C.A. (Chuck) Knight Ron Hayter	Mayor, Town of Fairview Former Mayor, City of Ft. McMurray Alderman, City of Edmonton
1990	Oscar Klak Craig Reid Delphine Harbourne	Former Mayor, City of Leduc Alderman, City of Calgary Former Mayor, Town of Manning
1991	Kay McKenzie Bob Walter	Mayor, Town of Vegreville Former Mayor, Town of High Level



ALBERTA
MUNICIPAL AFFAIRS

*Office of the Minister
Minister responsible for Native Affairs*

November 4, 1992

His Worship R. J. McGhee
Mayor of the City of Red Deer
P.O. Box 5008
Red Deer, Alberta
T4N 3T4

Dear Mayor McGhee:

I acknowledge your letters of October 23, 1992 concerning Bill 51, "A New Municipal Government Act for Albertans" and the "White Paper for the Property Assessment Act".

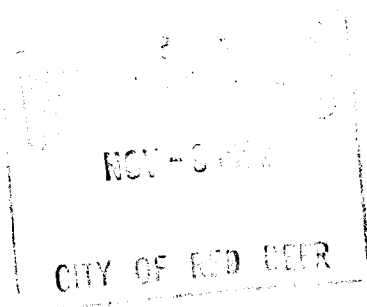
I am pleased that you have taken the time to review and express your comments on this proposed legislation. Please be assured that your comments as well as those of numerous other Albertans will be taken into consideration prior to the Bills being reintroduced in the Legislature.

Again, thank you for expressing your views.

Yours truly,

A handwritten signature in dark ink, appearing to read 'Dick Fowler', written over a horizontal line.

R.S. (Dick) Fowler, Q.C.
Minister of Municipal Affairs



Office of the Mayor

October 23, 1992



The Honourable Dick Fowler, Q.C.
Municipal Legislation Review
Room 1780 City Centre
10155 - 102 Street
Edmonton, Alberta
T5J 4L4

Dear Mr. Fowler:

RE: WHITE PAPER FOR THE PROPERTY ASSESSMENT ACT

The White Paper for the Property Assessment Act was considered by the Committee of the Whole of Council at its meeting of October 13, 1992.

At the above noted meeting, Council agreed to support comments put forward by the City Assessor, City Solicitor, and Alderman Guilbault and that same be forwarded to the Minister. Enclosed herewith are the comments referred to.

Trusting you will find this satisfactory and that said comments will be given due consideration.

Sincerely,

R.J. MCGHEE
Mayor

CS/ds

Encl.

c.c. A. Knight, City Assessor, The City of Red Deer
T. Chapman, City Solicitor
A. Wilcock, Director of Financial Services, The City of Red Deer
Alberta Urban Municipalities Association
The Honourable John Oldring, M.L.A. Red Deer North
Mr. Stockwell Day, M.L.A. Red Deer South
C. Sevcik, City Clerk

NO. 4

DATE: 28 September 1992

TO: City Clerk

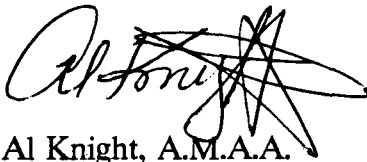
FROM: City Assessor

RE: WHITE PAPER FOR THE PROPERTY ASSESSMENT ACT

The White Paper, which is proposed for legislative review and deliberation, was presented to Cabinet in the last sitting and then let die.

The rationalization of this was to gain public feedback and give government officials time to digest and formulate positions.

Some comments, pertinent to areas that are outlined within the proposed legislation, are made in point form on the attached.

A handwritten signature in black ink, appearing to read 'Al Knight', with a large, stylized star-like flourish to the right.

Al Knight, A.M.A.A.
City Assessor

AK/ngl

Enc.

c.c. Director of Finance

1. Municipal Exemption Act & Crown Property Municipal Grants Act - Will be repealed to Municipal Government Act.

2. New Acts
 - "Assessment" in Property Assessment Act
 - "Taxation" In Municipal Government Act.

Previously, both in Municipal Taxation Act.

3. Legislation is proposed outlining objectives and expectations/how, etc., is left to the assessor, municipalities and appeal bodies.

4. Adoption of Market Value as a standard

Present System	- Land at percentage of Market Value
	- Improvement at percentage of Replacement Cost less depreciation.
New Legislation	- Requires only one value to be stated - Total only. Present system requires value for land plus value for improvement(s).

(More Detail on Page 4)

5. "Court of Revision" becomes "Assessment Review Board".

6. "Alberta Assessment Appeal Board" becomes "Alberta Assessment Appeal Commission".

7. Onus on Assessor before Assessment Review Board and Alberta Assessment Appeal Commission to show that Assessment is correct.

Contemplated legislation has a proposal for a Hearing Officer in place. Presently the assessors endeavour to explain assessments and review the facts and figures pertaining to assessment valuation with the property owner, or business owner in the case of business tax. This often results in a resolution of difference whether it is acceptance of the assessment or discovery of an error in the assessment, in which case a recommendation for change would be made.

If a Hearing Officer were an employee of the municipality, he or she could be seen to be biased in the endeavour to solicit information, or the taxpayer may not wish to divulge confidential information, which would not assist with the resolution of a dispute. From our perspective at The City of Red Deer, we see no merit in this concept.

The City Assessor and Assessors have no quarrel with the concept of being required to prove the assessment is correct, providing they are able to work with all information and resources necessary to establish a fair and equitable value. Therefore, in gathering information, a requirement must be in place enabling the Assessor, legally, to obtain market information, market trends, economic trends and/or whatever is relevant to the establishment of value. If this information is withheld, the onus, in our opinion, should then be on the taxpayer/property owner, not the Assessor.

8. Reassessment of Property where there has been deliberate withholding of information.

I suggest that the Assessor is responsible for collection of data and placing a value, equitable and proper, on all property. I do not prescribe to the provision for collection of past taxes. If it is deemed necessary to have some process in place for such an occurrence, I would suggest legal proceeding be available against the property owners for the giving of false information. The municipality, to date, has not refunded overpayment of past taxes nor do I believe we should collect for underpayment of past taxes.

9. Access to Information

The Assessor is not the resource person for information. Information must be obtained by solicitation from property owners, businesses and other areas, and most times this information is given in confidence. If the Assessor or municipal employee is seen to be breaking a confidence by giving out information, even if it is not specific to a property or person, perhaps the confidentiality would not be forthcoming. I have no objection to sharing information, but it must be limited to areas that are not confidential.

10. Business Assessment

The proposed legislation will require that City Council formulate a policy on exemption of business from business tax. The onus will be on Council should this be legislated. This will give Council control; however, it will also make Council accountable for exemptions and requests for exemptions. A sound basis of measurement and direction to the assessor for fair and equitable administration must be set.

The provision for a third method of determining the assessment may be desirable. We have not had an opportunity to research this proposal and cannot do so until the legislation is known. Once this is available, we will review the methods and provide a report for deliberation and direction. I cannot see the additional option as anything but positive at this time. Therefore, I would not oppose it.

The items referred to as "Provisions Not Carried Forward" are not contentious as long as proposed legislation is passed and "Market Value" assessment is implemented. I assume that these areas will be deleted effective 1996, when the new legislation is to supposedly come into effect.

In the appeal process, Section 28 requires that complaints be made in writing to an Assessment Review Board. Presently these complaints are received by the municipality, or the assessor in the case of a City. I see no problem with this, subject to the Assessment Review Board being capable of setting dates, times, and places for hearings of complaints, notifications, etc., as required by Section 30. Section 34 requires that the Assessment Review Board advise the municipality, the assessor and the assessed person of the decision, in writing. I assume, for consistency, the City Clerks Department could be specified as responsible for these duties on behalf of the Assessment Review Board, in consultation with the Assessor.

Section 94 allows the Minister to make regulations. In implementing the Market Value concept of assessment, a number of property types do not lend themselves to the market valuation process. Examples are highly specialized industrial type properties with a high Machinery & Equipment component, such as gas plants, manufacturing plants, etc. We recommend that the Minister exercise his authority under Section 94 and pass a regulation which prescribes value standards and methods of valuation to be used when valuing these types of properties. This also is relevant to Section 3(c).

The current Act, Section 9(4), provides that, when a parcel of land is used for farming or residential purposes at the time of making the assessment, the assessor shall assess the parcel:

- at the prescribed agricultural rates if the parcel qualifies as farmland, or
- at residential rates if it is chiefly occupied at the date of the assessment by the owner or his spouse or dependent, and is used exclusively for residential purposes.

This provision does not appear to be included in the new Act. We recommend this be brought forward.

This proposed legislation is only part of the whole. The new Municipal Government Act for Albertans is also proposed and contains numerous sections that once were included in the Municipal Taxation Act. It is difficult to be certain if all areas are adequately dealt with. I am sure that, when and if all legislation is passed and we are charged with the responsibility of implementing and/or working with this, we will

recognize areas that require alteration, amendments or deletion. However, overall, the proposal for the most part appears reasonable and well thought out.

One area of significant change is contemplated within the new legislation. The change is to assess at Market Value in the year 1996. This proposal for 1996 is an arbitrary deadline that, in our opinion, could be altered. Because of a general assessment going on our roll in 1993, the appeal process, required training of staff for Market Value, and updates of computer programs, we recommend that the City support delay of implementation to 1998.

An explanation of assessment levels for present, 1992, proposed for 1993 assessment, City of Red Deer, and proposed for 1996 follows for Council's information:

a) Present legislated assessment levels - The City of Red Deer

Land	-	1983 Market Value x 65%
Improvement	-	1983 Edmonton area replacement cost less depreciation x 65%

Total = Assessment

b) Proposed for 1993 Assessment - The City of Red Deer

Land	-	1991 Market Value x 100%
Improvement	-	1991 Edmonton area replacement cost less depreciation x 100%

Total = Assessment

This may not equate to Market Value because some properties may sell for more than the cost to replace them, and some may sell for less. Should Council choose to maintain the same tax income, the tax burden on the total municipality should be the same. Some shifts of tax burden may take place, recognizing the land market value shifts from 1983 to 1991. Essentially with the increased assessment, 65% to 100%, a lower mill rate would then be required to generate the same tax income to the City.

c) Proposed for 1996 Assessment - Province of Alberta

Land	-	July 1, 1995 Market Value x 100%
Improvement	-	July 1, 1995 Market Value x 100%

Total - Assessment (no requirements to provide land improvement split)

The implementation of this process, should it become legislation, could result in tax shifts. Properties that are presently assessed significantly below market value probably would see their share of property tax increase more than others. However, there is contemplated in the proposed legislation, and presently exists in current legislation, a phase-in period for areas of a municipality that experience a significant increase in property taxes compared to other areas. This may be utilized, at Council's discretion.

Contemplated assessment changes have resulted from continuous feedback from taxpayers that they cannot understand the present assessment system. The proposal to implement market value by 1996 is an effort to utilize values that can be related to by the homeowners, business owners, etc. All other provinces in Canada, except one, and the United States utilize a form of market value for assessment, with essentially a high degree of success.

The City Assessor and the Assessment Supervisor have been involved in the rewriting of the new proposed legislation and are familiar with the proposal. We welcome inquiries about the process, contemplated changes, or whatever, at any time.

Al Knight, A.M.A.A.
City Assessor

AK/ngl

c.c. Director of Finance

CHAPMAN RIEBEEK SIMPSON CHAPMAN WANLESS

Barristers & Solicitors

THOMAS H. CHAPMAN, Q.C.*
NICK P. W. RIEBEEK*
DONALD J. SIMPSON
T. KENT CHAPMAN*
GARY W. WANLESS*
LORNE E. GODDARD
GERI M. CHRISTMAN

208 Professional Building
4808 Ross Street
Red Deer, Alberta T4N 1X5
TELEPHONE (403) 346-6603
TELECOPIER (403) 340-1280

* Denotes Professional Corporation

Your file:

Our file: GEN 08/92 THC

August 3, 1992

City of Red Deer
P.O. Box 5008
Red Deer, Alberta
T4N 3T4

ATTENTION: Kelly Kloss
Assistant City Clerk

Dear Sir:

RE: White Paper for the Property Assessment Act

I have reviewed the above and from the view of hearing or legal proceedings, have concerns with respect to section 27(2) and section 34, which each make reference to any other person that is considered to be affected by the matter in the dispute or the decision that is rendered.

This raises the question as to whether there is a responsibility upon a hearing officer or tribunal hearing a matter to give notice to all of the adjacent property owners, or alternately, property owners within a certain radius of the effected property. The question then arises as to what will happen with respect to the assessments of adjacent property in the event that a hearing determines that the property subject to review was not properly assessed. More importantly, can a decision of a hearing officer or of an assessment review board be rendered invalid because a court determines that some third person should have been given notice with respect to the hearing.

In my view, some clarification in this area would be in order.

Yours truly,



THOMAS H. CHAPMAN, Q.C.
THC/vjh
c.c. Al Knight - City Hall

DATE: October , , 1992

TO: City Clerk

FROM: Alderman Guilbault

RE: COMMENTS - WHITE PAPER - PROPERTY ASSESSMENT

Generally, I find the proposed changes to the Property Assessment Act positive. A number of questions are asked in the preliminary section - my comments relate to these.

Section

Purpose Section for Act - Is equity a requirement?

- I believe equity provisions should not be a requirement, however, provisions should be retained to allow for equitable distribution as it may become necessary for periodically balancing between market value and equity provisions.

Regulated Rates - Involving stakeholders in discussing rates before they are set?

- Not practical, as stakeholders cannot be objective in their perspective. It is better to ensure a fair appeal process with full opportunity for stakeholder input.

Property Classification - Is classification necessary?

- Using market value approach, classifications may not be necessary, however I believe it would improve ease of administration.

Hearing Officer - Is it beneficial?

- No, this may be a dangerous precedent, allowing those who know the system and have resources to use the system to skew the process.

Onus on Assessor to Show Assessment Correct - Necessary?

- Not necessary, during the process the appellant surely has the right to know the basis of the property assessment.

Reassessment where Information Withheld - Necessity?

- Agree, a process needed to ensure fairness if information deliberately withheld.

Access to Information - Increase information available?

- Agree - good provision

Office of the Mayor



October 23, 1992

The Honourable Dick Fowler, Q.C.
Municipal Legislation Review
Room 1780 City Centre
10155 - 102 Street
Edmonton, Alberta
T5J 4L4

Dear Mr. Fowler:

RE: 1992 BILL 51 DISCUSSION GUIDE A NEW MUNICIPAL GOVERNMENT ACT FOR
ALBERTANS

In accordance with your invitation that we take advantage of this opportunity to influence what municipal government will be like in Alberta in the next century, the following summary of comments was considered and supported by Council of The City of Red Deer at its meeting of October 13, 1992, pertaining to the above matter.

- Section 69 (e) This refers to a Councillor's duty/responsibility to keep matters discussed in private - confidential. Some clarification here would be helpful. Does this mean if a Councillor contravenes this - the Council can request a resignation - or can there be a disqualification - OR could there be circumstances where the best interest of the community would be served by disclosing matters discussed in private which would override this provision?
- Section 75 Reference to Section 72 should likely be "Section 67".
- Sections 86-90 Pecuniary interests of Councillors. Disappointed in the way this Section is proposed. Instead of "tightening" pecuniary interest provisions, they seem watered down.
- Section 86(1) 3 (c) It now appears okay for Councillors to accept various forms of remuneration from a municipality, or agency funded by the municipality. There may be circumstances where this happens and is acceptable, however it should always be fully disclosed, and must be carefully scrutinized.

The numerous provisions in this Section, which could be interpreted in many ways should be tightened up. It will not help the credibility of elected officials.

Section 107(5) Reference to Subsection 1(A) should likely be Subsection 1(B).

Section 119(1)(f) Why is it necessary to send a list of the Councillors to the Minister of Municipal Affairs within 5 days of each organizational meeting? It would seem that it should suffice to send this information to the Minister within 5 days of the "organizational meeting" following a general election, i.e. every 3 years.

Section 166 Reference to Section 165 to 172 should likely be Section 167 to 170.

Section 202(3) There are two concerns here:

- a) The reference to Section 211 appears to be incorrect.
- b) The date for filing financial statements is May 1. The current date is June 1.

It is recommended the Minister consider a date of May 15th. Usually an auditor is busy in April because of tax returns so it is difficult to get a lot accomplished when the deadline for tax returns is April 30th. A May 15th date should provide sufficient time to complete the financial statements.

Sections 212, 214 These sections give the municipality discretion to decide whether certain properties should be exempt from taxation. The City Assessor's group passed a motion recommending that the existing exemption sections in present legislation be brought forward to the new Act. The City Assessors are opposed to the legislation bringing the granting of exemption under municipal control for some properties because of the pressures that councils could then face from those groups.

The levying and collecting of taxes is a municipal responsibility. Along with this responsibility, Council should have the right to decide what properties it is equitable to exempt. The proposed legislation does transfer some responsibility, but does not go far enough and

recommends that its powers to decide on exemptions in Cause 214 (1) be expanded. Council also opposes the right granted the Local Authorities Board by Clause 216(1) to overrule a decision by the municipality to make a property taxable.

Section 345 The general penalty section does appear to be a bit broad as it essentially applies a very stiff punitive action (fine of up to \$10,000 or imprisonment for not more than a year or both) to all provisions of the Act. From past experience, however, I find the courts use maximum penalties merely as a guide for extreme breaches of the law. By creating this latitude in the sentencing options perhaps it will allow this legislation to be a more effective tool in the service of society.

OTHER COMMENTS

Natural Person Powers Excellent to see this provision proposed - it assists municipalities gain credibility as well as allowing more flexibility to act in unique situations.

Provincially Authorized Municipal Taxes This could be a useful tool in the event a special tax would be more appropriate to collect from the owner of a mobile home as opposed to the owner of the mobile home park. Normally a tax would be better levied, however, against the owner of the park because when mobile units move it is difficult to collect the tax.

Retroactive Taxation It would seem appropriate, if the owner of a property purposely withheld information from an assessor and resulted in a reduced assessment, that he should not benefit from the deceit. The owner should be retroactively charged taxes so he wouldn't profit from his deceit.

Special Taxes The provision to levy special taxes on an area for special services is a needed one. It could presumably replace the provision in the Recreation Development Act for recovery from an area of the costs of recreation facilities that benefit that area.

The Honourable Dick Fowler
Page 4
October 23, 1992

We thank you for the opportunity provided us and trust that you will give our comments due consideration.

Sincerely,

A handwritten signature in black ink, appearing to read 'R. J. McGHEE'.

R. J. McGHEE
Mayor

CS/ds

c.c. A. Wilcock, Director of Financial Services
A. Knight, City Assessor
The Honourable John Oldring, Red Deer M.L.A. North
Mr. Stockwell Day, Red Deer M.L.A. South
Alberta Urban Municipalities Association
C. Sevcik, City Clerk

A D D I T I O N A L A G E N D A

*** * * * ***

**FOR THE REGULAR MEETING OF RED DEER
CITY COUNCIL TO BE HELD ON MONDAY, AUGUST 17, 1992,
IN THE COUNCIL CHAMBERS OF CITY HALL,
RED DEER, COMMENCING AT 4:30 P.M.**

*** * * * ***

- 1) Assistant City Clerk - Re: Notice of Motion/Alderman Statnyk/Licensing of Tobacco Retailers . . 1

NO. 1

AUGUST 13, 1992

TO: CITY COUNCIL

FROM: ASSISTANT CITY CLERK

RE: NOTICE OF MOTION - ALDERMAN STATNYK
LICENSING OF TOBACCO RETAILERS

The following notice of motion was submitted by Alderman Statnyk on August 13, 1992.

WHEREAS the majority of Council must pass a resolution in support of a ballot question;

AND WHEREAS the question of public response was previously raised by Council on the issue of licensing tobacco retailers;

AND WHEREAS the Council of The City of Red Deer could not gauge public opinion on requiring tobacco retailers to purchase a one time tobacco license;

THEREFORE BE IT RESOLVED that the following question be added to the October 1992 General Election Ballot:

"Should the City of Red Deer license tobacco retailers to enable the City to enforce the prevention of tobacco sales to minors?"



Kelly Kloss
Assistant City Clerk