

A G E N D A

for the regular meeting of RED DEER CITY
COUNCIL to be held on JANUARY 23, 1984,
commencing at 4:30 p.m. in the Council
Chambers, City Hall, Red Deer.

- (1) Confirmation of the January 9, 1984 Council minutes
- (2) UNFINISHED BUSINESS
 - 1) City Clerk - Re: Transit Service Parkvale Area .. 1
- (3) REPORTS
 - 1) Development Officer/Bldg. Insp. - Re: Unsightly Premises
6004 - 55 Ave. .. 9
 - 2) City Treasurer - Re: Payment of Interest on Utility
Deposits .. 10
 - 3) R. Stephen, Downtown Business Revitalization Zone - Re:
B.R.Z. Budget & Appointments to Board - Bylaw 2827/A-84 .. 11
 - 4) Transit Supt. - Re: Transit Advertising Revenue .. 16
 - 5) City Engineer - Re: Waskasoo Creek Erosion Control Project .. 20
 - 6) Waskasoo Park Policy Committee - Re: Application for
Reclamation of Municipal Land - Bylaw 2835/84 .. 34
 - 7) City Assessor - Re: Court of Revision - Bylaw 2836/84 .. 37
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- (4) WRITTEN ENQUIRIES
- (5) CORRESPONDENCE
 - 1) Cargill Limited - Re: Property Tax Penalty
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Bylaw 2672/A-84 .. 43
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(6) PETITIONS & DELEGATIONS

(7) NOTICES OF MOTION

(8) BYLAWS

- 1) 2672/A-84 - first reading - Land Use Bylaw Amendment/Cairns Homes
Subdivision Plan - Phase II Eastview Subdivision p.43
- 2) 2827/A-84 - three readings - B.R.Z. Bylaw Amendment p.11
- 3) 2835/84 - three readings - Reclamation Agreement p.34
- 4) 2836/84 - three readings - Court of Revision Bylaw p.37.

UNFINISHED BUSINESS

1.

NO. 1

October 13, 1983.

TO: Council
FROM: City Clerk

RE: Transit Service Parkvale Area

The following correspondence appeared upon the October 11 Council agenda and was tabled to enable the administration to bring forth a report as to how Transit Service may best be extended to the Parkvale Area. Further reports from the administration are attached hereto for Council consideration.

R. Stollings
City Clerk

RS/ds

Mayor McGhee
& Council
City Hall, Red Deer

4617 - 47 Street
Red Deer, AB
T4N 1P9
September 12, 1983

Dear Sirs and Madams:

We would like to know when Council will consider bus service to the Parkvale Area. We believe we are the only area of Red Deer without Bus service.

We think the No. 3 bus could come down 46 Avenue or 47 Avenue and service the entire area with only paper cost - no real cost to the City.

Earlier this year a petition was circulated in this area to see what support there would be for such a service. Support was high, coming from both young adults and senior citizens.

We are finding the taxi support service not fully satisfactory. Most of us do not even qualify and those who qualify find they use it only in emergencies. For some this leaves no transportation for shopping or casual outings.

We are pleading with this Council and the incoming Councillors for public transportation in the Parkvale Area at only paper cost to the City.

Thank you.

"Frances Schnepf"
"Alice Hockin"
"Norman G. Bowles"

THE CITY OF RED DEER

3.



P. O. BOX 5008

RED DEER, ALBERTA

T4N 3T4

342-8225

TRANSIT DEPARTMENT

January 10, 1984

TO: City Clerk
FROM: Transit Supt.
RE: Bus service in Parkvale

There are three (3) feasible alternatives to providing bus service into the Parkvale area.

- 1) The #4 bus could be routed into the area from the north, south on 47 Ave. to east on 46 Street to north on 46 Avenue to east on regular route. The cost to upgrade these streets to sustain regular bus traffic would be a cost of \$300,800. If this bus was to be routed into Parkvale, cuts in service to other areas in route would have to be made in order to maintain half hour service, such as delete the service in Eastview extension or the new extension into Rosedale.
- 2) The #3 route could be routed to 47 Avenue from 48 Avenue through the old Exhibition Grounds when the roadway is constructed with very little extra operating cost. The cost to upgrade 47 Avenue to sustain bus traffic would be \$55,300, plus the cost of the connecting roadway. The only draw back to this choice would be that access to the Recreation Centre, the Museum and the Golden Circle would not be as handy as it is at present, as loading and unloading would be to the east instead of west side.
- 3) An additional route could be added to the system to provide service into this area at an annual operational cost of \$164,832.

DON PROUDLER
Transit Supt.

DP:sp

November 21, 1983

TO: Transit Superintendent
 FROM: City Engineer
 RE: Transit Service in Parkvale Area

As per Council's direction, we have determined preliminary costs of upgrading the roadways noted in the attached plan, to support normal Transit service.

As mentioned in our previous report to Council dated September 22, 1983, with the exception of 44 Street, the area roadways have sufficient width to accommodate buses. 44 Street is only 28 feet wide at the current time but will be widened during the reconstruction of the old Exhibition Site. The costs to upgrade specific road sections are listed below:

ROAD	EXISTING F.D. ASPHALT EQUIVALENT	REQUIRED F.D. ASPHALT EQUIVALENT	TYPE OF WORK	COST*
47 Ave	9"	11"	overlay	\$ 55,300
46 Ave	6"	11"	rebuild	\$179,800
47 St	6"	11"	rebuild	\$ 66,500
46 St	6"	11"	rebuild	\$ 66,500
45 St	6"	11"	rebuild	\$ 66,500
44 St	6"	11"	rebuild	\$ 66,500

*These costs assume that the existing concrete work and drainage systems do not have to be replaced.

As we do not know the specific routing you would choose, we cannot indicate a total cost. Based on the above information, you can put together an estimate of costs to correspond to route selection.

In view of 47 Avenue being the least costly and disruptive to improve and as it is the wider of all area roadways

we suggest if service is extended into the area, that 47 Avenue be the route chosen. It is intended, subject to budget approval, that 47 Avenue from 44 Street to 48 Avenue through the old Exhibition Site, be constructed in 1984. The portion of 47 Avenue north of 44 Street could be improved at the same time.

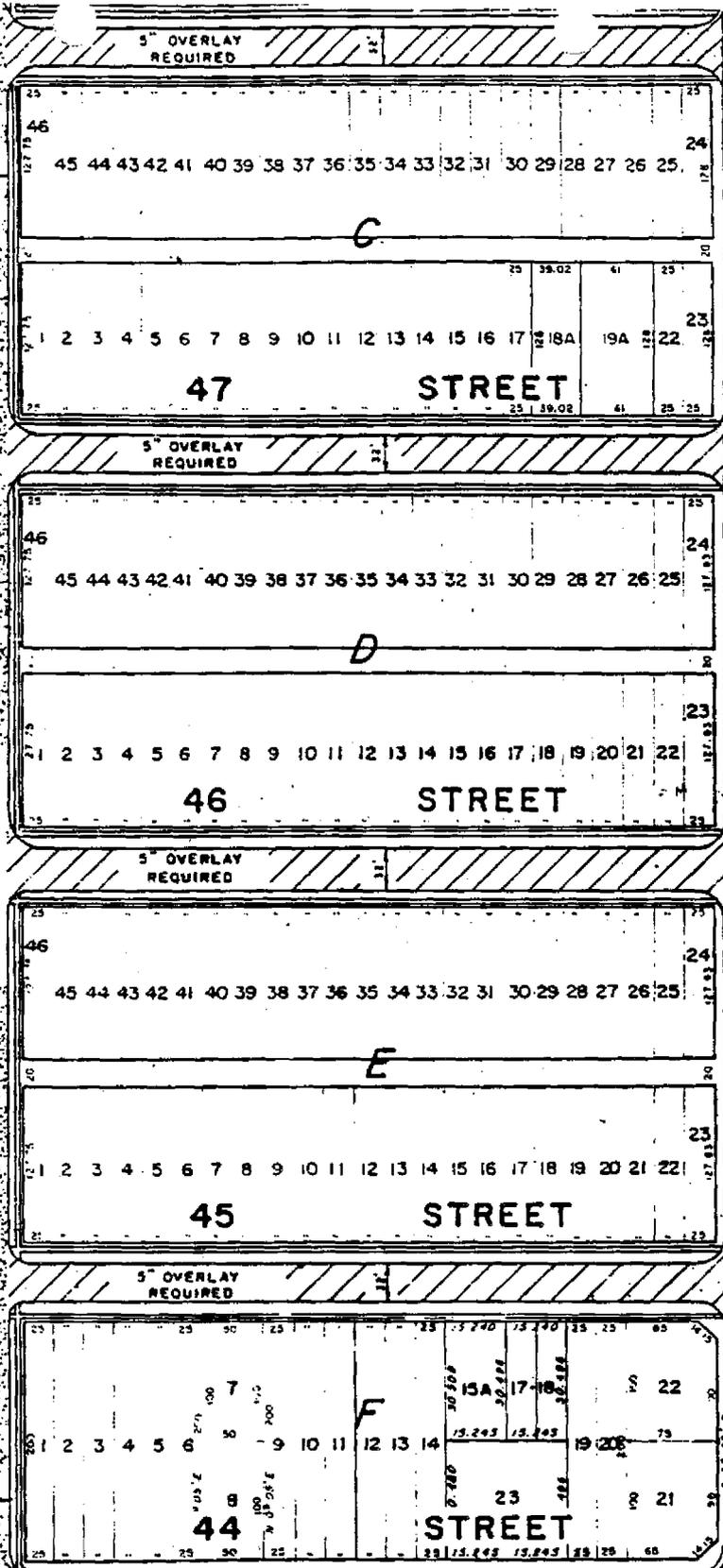
In the meantime, 47 Avenue should be able to sustain Transit vehicles for a limited period of time without major failure as it is an older established roadway and is similar in design to some other residential collectors. The improvements, however, should not be delayed beyond two (2) years. The remaining roadways, if not improved, would be subject to severe structural damage during the first spring thaw that service was implemented.


B. C. Jeffers, P. Eng.
City Engineer

KGH/emg
attach

47 AVENUE

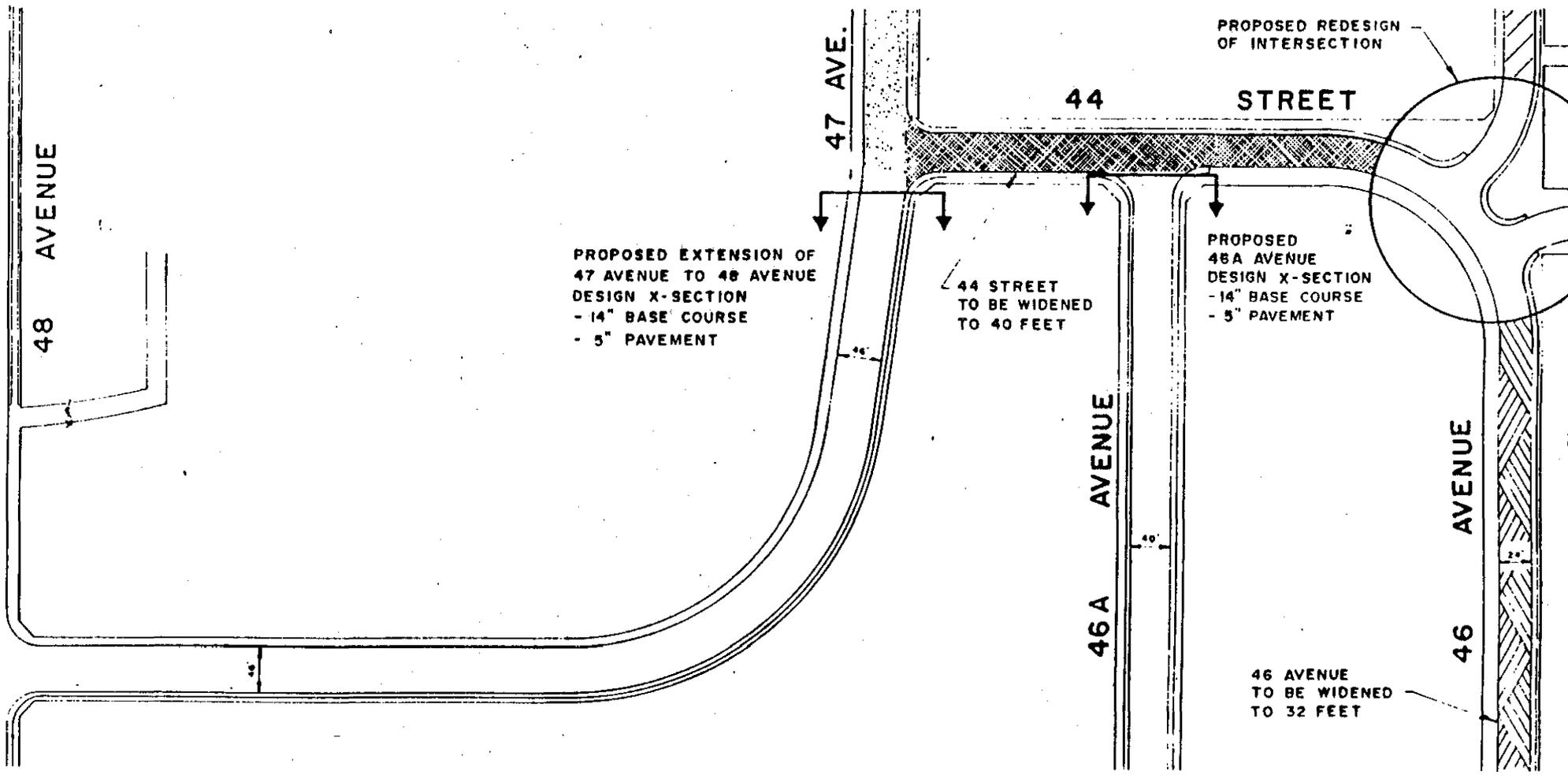
AVENUE



EXISTING ROAD SECTIONS

-  12" GRANULAR BASE COURSE AND 3" PAVEMENT
-  8" GRANULAR BASE COURSE AND 2" PAVEMENT (32 FEET WIDE)
-  8" GRANULAR BASE COURSE AND 2" PAVEMENT (28 FEET WIDE)
-  8" GRANULAR BASE COURSE AND 2" PAVEMENT (24 FEET WIDE)

2.19.2



PROPOSED REDESIGN OF INTERSECTION

44 STREET

47 AVE.

48 AVENUE

PROPOSED EXTENSION OF 47 AVENUE TO 48 AVENUE
DESIGN X-SECTION
- 14" BASE COURSE
- 5" PAVEMENT

44 STREET TO BE WIDENED TO 40 FEET

PROPOSED 48A AVENUE
DESIGN X-SECTION
- 14" BASE COURSE
- 5" PAVEMENT

46 A AVENUE

46 AVENUE

46 AVENUE TO BE WIDENED TO 32 FEET

Commissioners' Comments

As requested by Council, we have reviewed the request by the residents for bus service into Parkvale. Attached is a report from the City Engineer outlining the costs of upgrading these streets to accommodate Transit vehicles and a report from the Transit Supt. offering 3 alternative solutions in the light of the Engineer's information.

As can be seen alternatives 1 and 3 are extremely expensive solutions with alternative 1 also causing disruptions to the existing system.

We have recommended the inclusion in the capital budget of the construction of 47 Ave. this year. If Council approves this course of action we would recommend alternative 2 which could be implemented in late 1984 with little, if any, disruption to the present system.

"R.J. MCGHEE"
Mayor

"M.C. DAY"
City Commissioner

REPORTS

9.

NO. 1

TO: CITY CLERKS

FROM: DEVELOPMENT OFFICER/
BUILDING INSPECTOR

We have one item we would like brought before Council.

1. 6004 - 55 Avenue, Owner is Lorne Elwood of same address. There is storage of one dilapidated vehicle on the property. We recommend Council declare the site as unsightly as defined in the Nuisance Bylaw 2060, authorized by Section 160 of the Municipal Government Act, giving the owner 14 days to remove the dilapidated vehicle. Should the owner fail to remedy the condition, City forces will be authorized to remove the vehicle. Any costs incurred to be charged against the property as taxes due and owing. Letters were sent to the owner December 19, 1983, and December 6, 1983, advising him of the site condition and requesting the dilapidated vehicle be removed.

If Council agrees the site is a nuisance, we recommend the following resolution be approved.

"Resolved that, Council being of the opinion that the premises hereinafter described are untidy and constitute a nuisance by reason of a dilapidated vehicle, Lorne Elwood, being the owner of 6004-55 Avenue, in the City of Red Deer, Province of Alberta, (hereinafter called the premises) be and is hereby ordered and directed within 14 days a copy of this resolution being mailed to him by registered mail, to remove the dilapidated vehicle presently situated thereon, failing which the Development Officer/Building Inspector, of the City is hereby authorized and directed to cause such work to be done, in which case the cost thereof shall be charged to Lorne Elwood, and in default of payment, shall be charged against the premises as taxes due and owing in respect thereof and shall be recovered as such."

R. Strader
Development Officer/
Building Inspector

Commissioners' Comments

Concur with the recommendation of the Development Officer.

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

NO. 2

January 12, 1984

TO: CITY CLERK

FROM: CITY TREASURER

RE: PAYMENT OF INTEREST ON UTILITY DEPOSITS

Since May 1, 1982 the City of Red Deer has paid 10% interest on utility deposits. At that time the City was receiving 15.5 to 16% interest on its short term investments. My understanding of the reason for the difference in interest paid on deposits and interest earned by the City was to pay for administration of the deposits.

The City now earns 9.5 to 10% interest on its short term investments. It appears the interest rates have stabilized at this level for the present.

Council direction is requested as to whether the interest paid on deposits should be reduced. For information, the residential deposits are \$70 , if there is a power and water meter. A deposit is charged on opening an account if the customer is not moving from another residence in the City. The deposit is refunded after 12 months if the account is kept current.

If a change is to be made in the interest rate, I would suggest 6%. This is the rate presently paid on savings accounts.

AW/jm

A. Wilcock, B. Comm., C.A.
City TreasurerCommissioners' Comments

We concur with the City Treasurer that the interest rate be readjusted to 6% on all utility deposits.

'R.J. MCGHEE'
Mayor'M.C. DAY'
City Commissioner

NO. 3

January 12, 1984

Mr. Bob Stollings
City Clerk
Red Deer, Alta.

Dear Mr. Stollings:

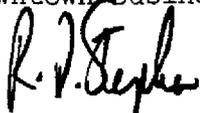
The Downtown Business Revitalization Zone wishes to appear before Council at the January 23rd, 1984 meeting for the purpose of presenting our budget proposals for ratification by City Council. (Copy enclosed)

The proposed directors of the BRZ and the recommended length of their terms are:

Vic Douglas	3 years
Joyce Walsh	3 years
Chris Mortensen	3 years
Dick Jewell	3 years
Rod Stephen	3 years
John McEwan	2 years
Jim Drummond	2 years
Gail Surkan	2 years
Kirk Sisson	2 years
Abe Demchuk	2 years

The enclosed budget and proposed directors was unanimously approved at the BRZ first annual meeting January 11th, 1984.

Yours truly,
Downtown Business Revitalization Zone



R.D. (Rod) Stephen
Chairman

RDS/ddw

RED DEER DOWNTOWN BUSINESS REVITALIZATION ZONE

BUDGET PROPOSALS - DEC. 20/83

BEAUTIFICATION and IMPROVEMENTS

- A) Provide clean up crew and supervision to maintain a clean appearance throughout the BRZ area.
- B) Educate landowners and businesses to maintain property free of garbage and snow.
- C) Establish more garbage containers in high traffic areas.
- D) Upgrade empty storefronts with appealing BRZ promotion material.
- E) Encourage public and private landscape improvements to property, particularly parking lots visible from the street.
- F) Actively promote replacement of hanging signs with flush mounted ones.
- G) Conduct a campaign for donations to a mature tree planting program.
- H) Encourage merchants to maintain sidewalk planters.
- I) Work with landowners and the city to upgrade vacant buildings and property.

(\$26,000.00)

PROMOTION and IDENTIFICATION

1. Establish a positive identification for BRZ area with:

- A) Street light banners
- B) Painted parking meter posts
- C) Sidewalk painting.
- D) Promote use of parking tokens

(\$12,000.00)

2. Conduct a general advertising campaign on all media to promote awareness of the importance of the downtown area - not only for shopping, but for banking, government, and professional services.

(4,000.00)

3. Assist and organization of specific promotion campaigns for the BRZ at the following times:

- A) Christmas
- B) Spring
- C) Westerner
- C) Harvest

(\$4,000.00)

ADMINISTRATION

A) Part time supervisor or manager. (\$2,000.00)

B) Propose office sharing with existing business or seek donated office space and furnishings. ----

C) Stationary, utilities, postage, and secretarial expenses. (\$3,000.00)

In addition to carry out the promotion and beautification projects of the BRZ, the administration and directors would be involved in the following issues as they affect the BRZ.

- A) Transportation and Parking
- B) Real Estate and Development
- C) Municipal policies that impact on downtown development
- D) Cultural activities
- E) Development of grants from various levels of government, service clubs, foundations and industry.

TOTAL BUDGET (\$51,000.00).

Source of Income

B.R.Z. Assessment	\$30,500.00
City of Red Deer	20,500.00
	<u>\$51,000.00</u>

January 13, 1984.

TO: Council
FROM: City Clerk

RE: B.R.Z. Budget

For the information of Council, Section 9(3) of B.R.Z. Bylaw No. 2827/83 reads as follows:

"The Council shall provide, in the form and manner it considers adequate, to every ratepayer assessed for business purposes in the area, notice of the estimates and the date and place of the Council meeting at which the estimates will be considered."

It is suggested that Council establish the date of February 6/84 as the date when the estimates will be considered and that such meeting be held in Council Chambers, City Hall.

We would inquire as to what form of notice and manner of service Council consider adequate to fulfill the above requirements. It would appear there are two alternatives available, one being to send individual notices to each business within the B.R.Z. area whose name appears upon the assessment roll. The second option is to place a notice of the estimates and the date same will be heard, in the local newspaper.

The second option would probably be the most simple solution; but may not necessarily be seen by all the businesses concerned. Your direction would be appreciated.

We have noted that we overlooked one slight amendment to the R.R.Z. Bylaw 2827/83 when we brought forward the changes which resulted in an increase in the membership on the B.R.Z. Board. Section 6(4) of the Bylaw provides that at no time shall the Board consist of less than four (4) members. This section should have been changed to "six (6)" and we have therefore prepared an amending Bylaw which is enclosed herewith and which may be given 3 readings at this meeting.

Respectfully submitted,

R. Stollings
City Clerk

Commissioners' Comments

It is recommended that Council appoint the members as outlined by Mr. Stephen and for the terms of office noted. Alderman Pimm has already been appointed as Council representative on this Board. We also recommend that notice of the estimates be given by way of individual notices to each ratepayer concerned and that Council agree to consider such estimates at 7:30 p.m. It should be noted that there is very little difference in cost of the two methods outlined.

"R.J. MCGHEE"
Mayor

"M.C. DAY"
City Commissioner

THE CITY OF RED DEER

16.

NO. 4

TRANSIT DEPARTMENT

P. O. BOX 5008
 RED DEER, ALBERTA
 T4N 3T4
 2
 34X-8225

January 6, 1984

TO: City Clerk
 FROM: Transit Supt.
 RE: Transit Advertising revenue

For the past sixteen (16) years Red Deer Transit has had a contract with Trans-Ad Ltd. to sell advertising space on the buses.

As their contract expired December 31, 1983 and their performance did not meet our expectations, it was decided to put these services out to tender, along with other revenue generating alternatives. Two firms submitted tenders and quotes as follows:

Trans Ad Ltd. of Toronto, Ontario
 Musker, Brennan Inc. of Ottawa, Ontario

TRANS-AD LTD. guaranteed revenue as follows:

1st yr.	2nd yr.	3rd yr.	4th yr.	5th yr.	6th yr.	
20,000	21,300	22,500	23,900	25,300	27,000	(\$140,000.00)

or 55% of the gross sales, whichever is greater, plus \$150.00 per month for changing signs.

MUSKER BRENNAN INC. guaranteed revenue proposals:

1st yr.	2nd yr.	3rd yr.	4th yr.	5th yr.	6th yr.	
18,900	20,790	22,869	25,155	27,670	30,437	(\$145,821) or

51% of net sales, whichever is greater.

Musker Brennan also propose to sell advertising on Route maps, transfers and schedules.

TRANSFERS - the City would derive 40% of this net revenue. Their projected revenue from sales for the first year is \$12,000.00 which would be \$4,800. for the City, plus the savings of the printing costs.

. . . / 2

ROUTE MAPS & SCHEDULES - Their projected revenue from sales for the first year is \$15,500 which would be \$6,200. for the City, plus the savings of the printing costs.

I would recommend the contract be awarded to Musker Brennan Inc. of Ottawa as their guarantee revenue for bus advertising is \$5,821 higher than Trans-Ad in the 6 year period, plus their projected revenue of \$11,000 per year from the sale of advertising on Route maps and transfers.

DON PROUDLER
Transit Supt.

DP:sp

January 12, 1984

TO: CITY CLERK

FROM: CITY TREASURER

RE: TRANSIT ADVERTISING REVENUE

Both tenders proposed guaranteed revenues or a percentage of sales, whichever is greater. The report from the Transit Superintendent indicated for Trans-Ad Ltd. it was 55% of gross sales and for Musker Brennan 51% of net sales. It is my understanding the net or gross sales referred to are the same. Musker Brennan Inc. means net of any commissions deducted before they are paid.

If Musker Brennan agree to handle advertising on route maps, transfers and schedules, in addition to buses, then it would appear their proposal should be accepted.

Musker Brennan in their proposal indicated a willingness to sell advertising on City owned shelters. As you are aware, the City will be advertising this year for the supply of bus shelters if advertising is allowed on them. It may be to the City's advantage to have the tender also include providing advertising on City owned shelters at bus stops not provided with a shelter by the Contractor. The tender could provide for this being awarded to another Contractor if the successful Contractor providing shelters is not interested in advertising on City owned shelters.

A. Wilcock, B. Comm., C.A.
City Treasurer

AW/jm

cc: Purchasing Agent
Transit Supt.

Commissioners' Comments

Concur with the recommendation of the Transit Supt. to award the contract to Musker, Brennan Inc. of Ottawa, subject to the contract being satisfactory to the administration. The matter of advertising on future City bus shelters should be reviewed prior to calling tenders for shelters and advertising as previously directed by City Council.

"R.J. MCGHEE"

Mayor

"M.C. DAY"

City Commissioner

NO. 5

December 28, 1983

TO: City Clerk
FROM: City Engineer
RE: Waskasoo Creek Erosion Control Project

Council at its meeting of August 15, 1983 passed the following resolution with respect to the above project:

"RESOLVED that Council of the City of Red Deer having considered report dated August 8, 1983 from the City Engineer re: Slope Failure - Waskasoo Creek Lots 1 & 2, Block 6, Plan 6564 E.T., 3610 and 3620 - 52nd Ave., hereby agree to proceed with alternative #1, as outlined in the aforementioned report, and as presented to Council August 15th, 1983, and further that the Engineering Department continue to negotiate a cost sharing agreement with Alberta Environment pending agreement with the 3 property owners, and as recommended by the City Commissioners."

The Engineering Department prepared a detailed report and submitted same to Alberta Environment in application for cost sharing under the Erosion Control Program. The project consisted of two (2) components namely creek relocation and bank stabilization. The creek diversion was designed in-house whereas the bank stabilization was designed by Curtis Engineering and Testing Ltd. of Calgary who were employed by Mr. Cuthbertson. Since engineering fees are an eligible cost under the program, it was the Engineering Department's intention to provide Mr. Cuthbertson with a credit for the engineering work associated with the bank stabilization assuming the project proceeded.

After a detailed review of the Engineering Report, the Edmonton office of Alberta Environment ruled that the bank stabilization portion of the project would not be eligible for cost sharing under the Erosion Control Program. The primary reason for this ruling is that the cause of the bank instability is man made. The Engineering

Department concurs with this observation, however, it was our initial understanding that the entire project would be eligible for assistance.

After considerable discussion, the Engineering Department has now received funds from the three (3) apartment owners in the following amounts:

Lot 1 - Cuthbertson	\$2,520	
Lot 2 - Bernstein	\$4,020	(includes \$1,500 for gravel toe drain)
Lot 3 - Kazakoff	\$1,260	

The eligible estimated cost of the creek diversion during frost free conditions was \$25,200. This estimate may be slightly exceeded due to winter working conditions. Total project costs including bank stabilization are \$70,000.

The Engineering Department respectfully requests Council's consideration and guidance with respect to the following matters:

1. The agreement as prepared by the Province refers to the entire project which resulted in the Engineering Department advising the Province that only the creek relocation would occur. Rather than amend the drawings, agreement, etc. the Engineering Department has requested a letter from the local office stating that the City will not be responsible for the bank stabilization work.

Council's approval to execute the attached agreement conditional upon receipt of the aforementioned letter is requested.

2. Approximately \$2,800 of in-house engineering costs for the report preparation are eligible for cost sharing under the Erosion Control Program. The Engineering Department would request that Council give consideration to using seventy-five percent (75%) of the above costs as a credit to Mr. Cuthbertson. The credit will be used to construct a gravel toe drain adjacent to Mr. Cuthbertson's property.

3. The Engineering Department requests Council's consideration to utilize surplus operating funds in the maximum amount of \$4,000 to complete the creek diversion if required.

4. Council's attention is drawn to the attached letter from Mr. Cuthbertson. Contrary to our opinion, Mr. Cuthbertson feels that the City is responsible for the damage due to the location of the creek. The Engineering Department has gone through the old files and discovered

that Mr. Cuthbertson violated the development agreement in placing fill on City land and there were several warnings and letters written on this subject. The Engineering Department even recommended that during construction he hire a geotechnical firm to make recommendations on stabilizing the slope or in the Engineering Department's opinion, the slope would ultimately fail.

The Engineering Department would request Council to consider whether or not this project should proceed bearing in mind Mr. Cuthbertson's attitude in this matter. The City should probably require a letter of indemnification from Mr. Cuthbertson. Council's direction is requested.

5. Does City Council wish the Engineering Department to prepare an order for the bank stabilization work similar to the procedures used in Checkmate Courts case? A decision on this final matter could possibly be deferred until after the creek relocation.

B. C. Jeffers, P. Eng.
City Engineer

RKP/emg
attach

cc - Mr. N. Kazakoff
cc - Mr. L. Cuthbertson
cc - Mr. B. Bernstein

Cuthco Management Services Ltd.

402 - 628 - 12th Avenue S.W., Calgary, Alberta T2R 0H6

23.

December 12, 1983

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

Attn: Mr. Ron Parker
Assistant City Engineer
Water & Sewer



Dear Mr. Parker:

Re: Waskasoo Creek Diversion and
Slope Stabilization Project Adjacent
to lots 1, 2 & 3, Block 6, Plan 6564 ET

As per your letter of November 9, 1983, we are enclosing our cheque in the amount of \$2520.00 representing our contribution to expedite relocation of Waskasoo Creek and rehabilitate the base of the slope.

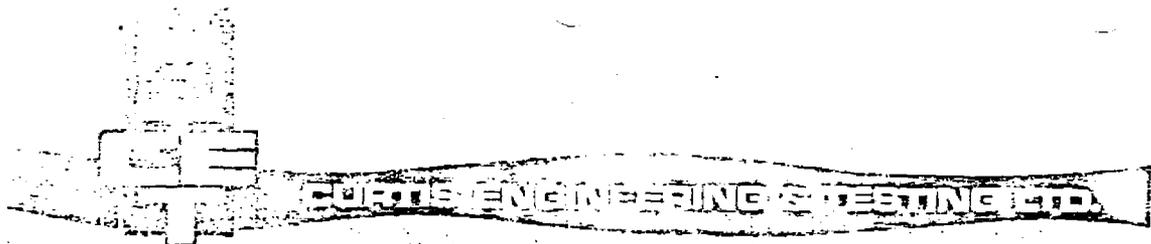
Payment of these funds does not constitute our acceptance of responsibility or our agreement to the procedures and methods being followed to fairly and properly resolve the situation.

We are enclosing for your consideration, copies of Curtis Engineering and Testing Ltd. account for Design of Slope Stabilization and Relocation of Creek. The work was done at your request and forwarded to you (Sept 20/83) as well as an executed Letter of Agreement (Sept 12/83), whereby Cuthco would receive a credit for the Engineering Services performed. Although the amount was \$3400.00 it may be of a lesser amount due to the change in plans. Please advise.

Yours very truly,

D. L. Cuthbertson.

DLC/pf
Enc.



CURTIS ENGINEERING & TESTING LTD.

CALGARY

EDMONTON

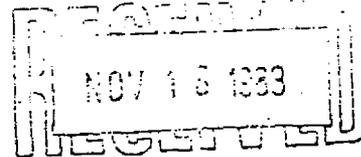
CANMORE

ADDRESS ALL CORRESPONDENCE TO

216 - 35th Ave. N.E.
 Calgary, Alberta
 T2E 2K4

November 17, 1983
 Our File No.: 282-1203-1

Cuthco Management Services Ltd.
 # 402, 678 - 12th Ave. S.W.
 Calgary, Alberta
 T2R 0H6



Attention: Mr. Cuthbertson

Dear Sir:

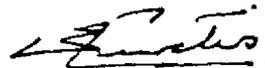
RE: Design on slope stabilization and division of Waskasoo Creek
 37th Street & 52nd Avenue
 Red Deer, Alberta

Attached herewith is our invoice for \$ 1,960.00 which represents our (reduced) costs in carrying out the necessary design work on the above project. We had considered that we would be involved to at least some degree on the remedial work at the subject site. Design costs could then be proportioned over ongoing work to a large extent. However, we do not know at this date if the work will proceed this year or in the future. In view of this, we are submitting our invoice for your consideration.

We will be glad to discuss this matter with you at your convenience.

Yours very truly,

CURTIS ENGINEERING & TESTING LTD.



W. E. Curtis M.Sc., P.Eng.
 General Manager

WEC/bb

CLIENT Cuthco Management Services Ltd.
402, 678 - 12th Ave. S.W.
Calgary, Alberta
T2R 0H6

INVOICE

Date October 31, 1983
File Number 282-1203-1
Invoice Number 31,583

Attention: Mr. Cuthbertson

RE: Design on Slope stabilization and division channel
37th Street and 52nd Avenue
Red Deer, Alberta

For provision of the above, as reported. Details as follow:

- 1) Engineering - designing the slope stabilization program, preparing design drawings, estimating the quantity and the construction cost of the stabilization program, reporting and recommendations

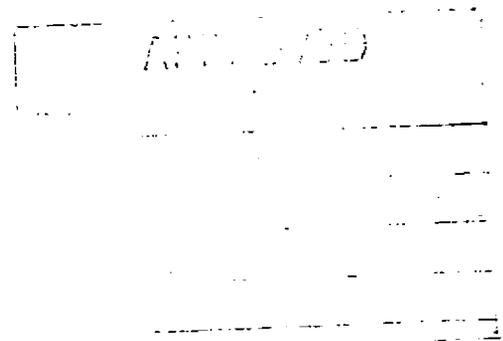
Principal Engineer	\$ 292.50
Senior Engineer	482.00
Junior Engineer	418.00
Draftsman	718.00

2) Office and administration charges	50.00
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TOTAL THIS INVOICE	<u>\$1,960.50</u>
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JTKL/JK/bb

-731



Division W.R.A.D.

Branch: Red Deer

Contract: 840601

GOVERNMENT OF ALBERTA

26.

DEPARTMENT OF THE ENVIRONMENT

THIS AGREEMENT made in duplicate this _____ day of _____ A.D. 19 _____

BETWEEN

Her Majesty The Queen in Right of
Alberta, represented herein by the
Minister of The Environment (here-
inafter referred to as the "Minister")

PARTY OF THE FIRST PART

- and -

The City of Red Deer, body corporate,
incorporated under the laws of Alberta with
its principal place of business at P.O.
Box 5008, Red Deer, Alberta T4N 3T4.

(hereinafter referred to as the
"Local Authority")

PARTY OF THE SECOND PART

WHEREAS Section 90 of the Water Resources Act provides that the
Minister may enter into an agreement with any Local Authority or other person,
or with two or more Local Authorities jointly, to provide for any works or
undertakings within the meaning of the Act, and

WHEREAS the Local Authority has agreed to assist the Government
of Alberta to arrange for and perform the project hereinafter described; and

WHEREAS in accordance with Section 116 of the Municipal Government
Act, the Local Authority is authorized by by-law No. _____ to enter into
this Agreement; and

WHEREAS investigations have been undertaken and works designed
and approved by the parties hereto:

NOW THEREFORE in consideration of the covenants hereinafter provided and subject to the terms and conditions hereinafter expressed the parties agree as follows:

1. In this Agreement, the expression "Project" means a project identified in the records of the Department of the Environment as

Name WASKASOO EROSION CONTROL PROJECT

Location 37th Street and 52 Avenue

Plan and/or Report Nos. Waskasoo Erosion Control

Estimated Total Construction Cost \$ 84,000.00 INPUT CODE 018TR

2. The Local Authority will arrange for, construct, operate and maintain the Project in accordance with any Interim Licence or Permit issued to it under the Water Resources Act and in accordance with the plans approved by the Controller of Water Resources;

3. The Local Authority will arrange for and acquire such land or interest in land as may be necessary for the construction, operation and maintenance of the Project and to register any necessary encumbrances in the Land Titles Office in respect of the land or interest in land;

4. The Local Authority will complete the Project on or before the 30th day of June 19 84 unless otherwise approved by the Minister or his authorized representative.

5. The Local Authority hereby assumes all liability for all damages of any nature whatsoever caused by the Local Authority, its servants, workmen or agents in the performance of this Agreement and will indemnify and save harmless Her Majesty in respect to all claims or demands or actions of whatsoever kind and nature that may be made against Her Majesty or its employees, by reason of anything done by the Local Authority, its servants, workmen or agents in the performance of this Agreement.

6. The Local Authority will assume all responsibility for the operation and maintenance of the Project.

7. No alteration, extension or transfer of the Project or of responsibilities therefore will be undertaken unless the approval of the Minister is first obtained and shall be subject to such terms and conditions as he may prescribe.

8. After construction of the Project the Local Authority will file a completion certificate with the Controller of Water Resources indicating that the project has been completed in accordance with the approved plans and that necessary encumbrances have been registered with the Land Titles Office;

9. The Local Authority will make all necessary payments for the construction of the project and on completion of the work to submit an Itemized Account to the Minister or his authorized representative on forms supplied by him showing expenditures for all work performed in the construction of the project, materials supplied, structures built, engineering consulting services rendered, the cost resulting from the abandonment, alteration, reconstruction or relocation of roads, power, telephone, water, oil and gas lines made necessary by the construction of the Project, and that at the time of submitting the said Itemized Account to certify that the Project is free and clear from all lawful claims and liens.

10. The Local Authority will maintain full records of the cost to it of carrying out those of its undertakings under this Agreement, the cost of which is to be shared, together with all proper documents and vouchers relating thereto and the Local Authority will on demand, produce to:

- (i) the Minister,
- (ii) an authorized representative of the Minister,
- (iii) an authorized representative of the Auditor General,
- (iv) an authorized representative of the Deputy Provincial Treasurer, or
- (v) anyone of them,

every account, record or other documents that may be required, and permit the examination, audit and taking of copies and extracts from such accounts, records and documents.

The Minister, an authorized representative of the Auditor General, and an authorized representative of the Deputy Provincial Treasurer, or anyone of them, shall, upon request at all reasonable time have access to any land or buildings owned by or under the control of the Local Authority in which the Local Authority keeps any documents referred to and the Local Authority shall assist in exercising any entry to any land or building for the purpose of examining such documents.

11. Where the Local Authority has engaged a private consultant to carry out the detailed engineering of the project, the Local Authority will file with the Minister or his authorized representative two copies of an "As Constructed Report" in the format as he may prescribe.

THE MINISTER AGREES WITH THE LOCAL AUTHORITY:

12. The Minister will pay 75% of the costs of the preliminary engineering analysis of the Project including:

- (a) assessment of the problem including inspection, data collection and preliminary survey.
- (b) preliminary problems analysis including evaluation and interpretation of data, site appraisal, economics and feasibility.
- (c) preliminary problems analysis including sizing, capacity and location recommendations.
- (d) preliminary engineering analysis report and cost estimate.

13. The Minister will pay 75% of the costs of detailed engineering services including:

- (a) detailed subsurface investigations and soil testing.
- (b) detailed foundation, hydraulic and structural analysis and design.
- (c) preparation of final working drawings, steel and material schedules, specifications and contract documents.
- (d) project management and construction supervision.

14. The Minister will pay 75% of the cost of the project as shown on the Itemized Account prepared pursuant to this Agreement, however, the cumulative total of the amounts described in subsections (12), (13) and (14), payable by the Minister, shall not exceed \$ 18,900.00.

15. Any monies paid by the Minister shall be exclusive of all federal sales and excise taxes.

16. Notwithstanding Section 9 the Minister or his authorized representative may approve progress payments on the Itemized Account forms from time to time during the construction of the Project, and upon receipt of the completion certificate from the Local Authority under Section 8 and upon

compliance with other applicable provisions of the Water Resources Act, will issue a Licence or Permit for the Project in accordance with the Act.

THE MINISTER AND THE LOCAL AUTHORITY AGREE:

17. The following conditions relevant to employment shall apply in respect of all work carried out under this Agreement:

- (a) preference will be given to the recruitment of people resident in the area where possible.
- (b) additionally, recruiting of labour shall be conducted through the Canada Manpower Centres, unless the service cannot reasonably be provided by such Centres.
- (c) in the employment of persons on the Project there shall be no discrimination by reason of race, sex, religion or political affiliation.

18. In respect of all work carried out under this Agreement, material which is made, manufactured and processed in the Province of Alberta will be used to the full extent to which it is procurable consistent with proper economy and the expeditious carrying out of the Project.

19. The Local Authority and the Minister acknowledge that parts of the said Project works described in this Agreement have been commenced or completed prior to the date of execution of this Agreement and agree that the provisions of this Agreement shall be deemed to have been in effect upon and from the date of first commencement of work and shall apply thereto as fully and completely as though this Agreement had been executed prior to such commencement or completion.

20. This Agreement may be amended from time to time by the written agreement of the Local Authority and the Minister.

21. Time is of the essence of this Agreement.

22. The performance of this Agreement by the Minister is conditional upon the Legislative Assembly providing funds for the purpose of the Agreement in the fiscal year in which financing is to be provided.

23. The Minister appoints Doug Tupper or such other person as the Minister may from time to time designate in writing, as his representative to approve statements, invoices, accounts or receipts or any copies thereof submitted by the Local Authority to the Minister under this Agreement.

24. This Agreement shall be so construed as to inure to the benefit of and be binding upon the parties hereto, their executors, administrators, successors and assigns.

25. This Agreement comes into effect on November 1, 1983, and the construction of the Project herein identified shall be completely performed by the Local Authority on or before June 30, 1984, or such later date as the Minister may before that date agree to in writing.

IN WITNESS WHEREOF the Parties hereto have set their respective hands and seals as of the day and year first above written.

Witness or Seal

THE LOCAL AUTHORITY

Witness

SECRETARY-TREASURER

Witness

Per:
HER MAJESTY THE QUEEN,
in Right of Alberta

Witness

Minister of the Environment

Commissioners' Comments

Recommend that Council agree with the creek diversion at an additional cost not to exceed \$4,000.00. This \$4,000.00 should be charged to the 1984 operating budget not as indicated in the attached report which was prepared in 1983. Further, we recommend Council direct the administration to proceed as outlined in regards to point 5 of the attached report. We also concur with the other recommendation of the City Engineer.

"R.J. MCGHEE"
Mayor

"M.C. DAY"
City Commissioner

File: UP-948

NO. 6

January 11th, 1984

MEMORANDUM

TO: MEMBERS OF COUNCIL

FROM: BOB MCGHEE, CHAIRMAN
WASKASOO PARK POLICY COMMITTEE

In accordance with the Waskasoo Park Master Plan, we are now in a position to apply to Alberta Environment for assistance in the reclamation of the old gravel pits in the Three Mile Bend area.

Attached is a copy of the correspondence and application. It is recommended that Council approve this application, and pass the required By-law.

BOB MCGHEE

Attachment

ALBERTA ENVIRONMENT

RECLAMATION BRANCH

APPLICATION FOR RECLAMATION OF MUNICIPAL LAND

- NOTE: A. Only one site on each form.
 B. Please attach a copy of any available construction prints, location plans or maps of the site.
 C. Attach a photo copy of Certificate of Title.
 (Do not sent your only copy)

1. MUNICIPALITY CITY OF RED DEER

2. LAND DESCRIPTION

832-2077 5 1-MB PT
 PLAN BLOCK LOT

L.S.D. NW27 & -SW34 38 27 W4
 QSR. SEC. TWP. RG. MER.

3. CERTIFICATE OF TITLE NUMBER 832182356A

4. LOCAL NAME OF PROPOSED SITE THREE MILE BEND

5. PRESENT USE OF SITE ABANDONED GRAVEL PITS

6. PROPOSED FINAL USE OF SITE CITY PARK (WASKASOO PARK)

7. DESCRIPTION OF PRESENT SITE, INCLUDING STATUS (ACTIVE-INACTIVE) GENERAL CONDITION AND SIZE This is a narrow strip of land along the north bank of the Red

Deer River. It contains some abandoned gravel pits but is mostly

used for the access road to the remainder of the site. This piece

contains 1.47 hectares.

THE MUNICIPAL CORPORATION OF THE CITY OF RED DEER

REQUESTS THE ABOVE MENTIONED SITE BE CONSIDERED FOR RECLAMATION.

SIGNATURE

Waskasoo Park Project Manager
POSITION

January 10/84
DATE

TED G. JOHNSON
NAME PRINTED

NO. 7

January 6, 1984

TO: CITY COUNCIL
 FROM: CITY ASSESSOR

RE: Court of Revision
(Municipal Taxation Act)

Annually there shall sit a Court of Revision to hear and deal with complaints received against property and/or business assessments, as well as school support allocations.

The Council by bylaw, may establish a Court of Revision consisting of not more than five members and any councillors, commissioners, municipal employee or municipal resident may be appointed, and/or Council by resolution, may act as the Court of Revision and in that case shall appoint not less than three nor more than five members to form the Court.

In the past, Council has appointed by bylaw, two of its own members and three residents to serve as the Court for a term of one year. Last year the following persons formed the Court - Alderman D. Lawrence, Alderman C. Hood, and citizens at large Mr. Murray Parker, Mrs. Ethel Taylor, and Mr. Harold Dawe.

It is anticipated that this year's complaints could be dealt with in two afternoons (approximately March 14 and 15).

In order to establish a definite date for the hearings, would Council please make the appointments as required by the Municipal Taxation Act.

Respectfully Submitted,

D. J. Wilson, A.M.A.A.

Commissioners' Comments

A draft bylaw to provide for the establishment of a Court of Revision and the appointment of members thereto, is attached to this agenda for consideration by Council. Council may wish to name members at this meeting or at the next meeting of Council.

"R.J. MCGHEE"
 Mayor

"M.C. DAY"
 City Commissioner

January 10, 1984

NO. 8

TO: CITY COMMISSIONERS

FROM: CITY ASSESSOR

RE: Retirement

It is with some regret and tribulation that I hereby give notice of my retirement to be effective July 6, 1984.

My association with the administration and elected officials over the past 26 years has been most rewarding and selfsatisfying.

May I take this opportunity to thank you and all others for their co-operation and assistance in making my civic career what it was.

Respectfully Submitted



D.J. Wilson, A.M.A.A.

DJW/fp
c.c. Personnel Dept.

Commissioners' Comments

We regret having received Mr. Wilson's resignation, and we appreciate the years of service he has contributed to the citizens of Red Deer. We most certainly wish him a long, happy and healthy retirement.

Under provisions of the Municipal Government Act, it will be necessary for Council to rescind the bylaw appointing Mr. Wilson as Assessor and Tax Collector. This action can, however, be taken at a later date.

The question of Mr. Wilson's replacement is presently under consideration and a further report will be brought back for Council's consideration.

"R.J. MCGHEE"
Mayor

"M.C. DAY"
City Commissioner

CORRESPONDENCE

39.

NO. 1

January 12, 1984

TO: CITY CLERK

FROM: CITY ASSESSOR

RE: Property Tax Penalty
4635 Pacific Avenue
Roll #17-1-0550

With reference to the letter from Cargill Ltd. dated January 6, 1984, may we advise that the 1983 levy for property tax was \$5,142.86. To date penalties in the amount of \$1,162.38 have been levied in accordance with By-law #2247, respecting non payment of taxes.

Section 114, Subsection 2 of the Municipal Taxation Act states:

"No taxation notice shall be considered irregular or otherwise invalid and no exemption from taxation is conferred by reason of any error, omission or misdescription in any taxation notice or by reason of the non-receipt of the notice by any reason."

The property tax notices were deposited in the mail on May 18, 1983. Cargill Ltd. tax notice was mailed to National Grain Co. Ltd. and was subsequently returned by the Post Office during the month of June. The Tax Department tried unsuccessfully to determine the correct mailing address. It should be noted that the Tax Department does not have any record of Cargill Ltd. requesting an address change and consequently the mailing address remained the same as previous years.

The City is not responsible for non-receipt of tax notices as indicated, however, to help insure that property tax owners are aware that tax notices have been mailed, advertisements are placed in the local newspaper.

Recommend no cancellation of the penalties levied.

Respectfully Submitted

DJW/fp

D. J. Wilson, A.M.A.A.



Box 5900 300-240 Graham Avenue Winnipeg Manitoba Canada R3C 4C5 204-947-0141 Telex 07-57759

January 6, 1984

Mr. D.J. Wilson, A.M.A.A.
City Assessor
City of Red Deer
Red Deer, Alberta
T4N 3T4

RE: Roll # 17-1-0550

We would refer to our recent telephone conversation concerning your tax reminder showing outstanding taxes in the amount of \$6,121.59 which include tax penalties totalling \$978.73.

As explained the reason these taxes were not paid was that we never received your 1983 property tax notice. When we contacted your office at that time you forwarded another tax notice explaining that the original notice was mailed in May.

A copy of this invoice is enclosed. With an address like National Grain Company Ltd., Winnipeg, Manitoba it is no wonder the invoice was returned to you by the post office. No other attempt was made to reach us at our Winnipeg Office or our elevator manager at Red Deer.

We therefore believe that the tax penalties are unfair and should be rescinded. You have explained that you cannot do this suggesting that it would be necessary for us to apply to the Town Council.

It was never our intention to withhold tax payments so we enclose our cheque for \$5,614.97. We have paid the original tax bill for \$5,142.86 adding interest at 1% per month July to December plus a 3% penalty on January 1.

In view of the circumstances we would apply to the Town Council to cancel tax penalties totalling \$690.27.

So that this will not happen again we would ask you to correct your records so that both the property tax notice - Roll # 17-1-0550 and the business tax notice - Roll # 91-15900 are sent to Cargill Limited 300 - 240 Graham Avenue Box 5900, Winnipeg, Manitoba R3C 4C5.

Thank you

CARGILL LIMITED

G. V. Lowe
Property Tax Manager



THE CITY OF RED DEER

CITY HALL, RED DEER, ALBERTA T4N 3T4 TELEPHONE 342-8128

PROPERTY TAX NOTICE

41.

LEGAL DESCRIPTION OF PROPERTY

LOT PT OF 11 PLAN 6233 RS
4635 PACIFIC AVENUE
C.P.R. AH0E342606
526522-7 D.58 AC

ROLL NUMBER

17-1-0550

NAME AND MAILING ADDRESS

NATIONAL GRAIN CO. LTD.
WINNIPEG 2, MANITOBA

****This notice was originally sent the middle of
May 1982****

ASSESSMENT ON WHICH TAX IS CALCULATED

PUBLIC SCHOOL ASSESS.	SEPARATE SCHOOL ASSESS.	TOTAL ASSESSMENT
34,808	8,992	43,800

BUSINESS ASSESS.

NO PENALTY IF PAID ON OR BEFORE **JUNE 30, 1983**

FRONTAGE CHARGES AND OTHER CHARGES	EXP. YR.	AMOUNT	TAX AUTHORITY	MILL RATE	TAX LEVIED
			PROV. EDUCATION FDTN.	24.076	1,054.53
			PUBLIC SCHOOL	40.769	1,419.09
			SEPARATE SCHOOL	40.769	366.59
			TOTAL EDUCATION		2,840.21
			TOTAL HOSPITAL		
			TOTAL MUNICIPAL	52.572	2,302.65
			BUSINESS	%	
			TOTAL BASIC TAX		5,142.86
			TOTAL FRONTAGE & OTHER CHARGES		
			TOTAL CURRENT TAX		5,142.86
			ADD PRIOR YEARS ARREARS		
			PREPAYMENTS TO MAY 6, 1983		
			DEDUCT EDUCATION FDTN. CREDIT		
TOTAL FRONTAGE CHARGES AND OTHER CHARGES					5,142.86

BALANCE DUE

THE CITY OF RED DEER

1983 PROPERTY TAX NOTICE

ROLL NUMBER

17-1-0550

ARREARS

CURRENT TAX

5,142.86

AMOUNT DUE

5,142.86

TERMS OF PAYMENT
ON REVERSE SIDE

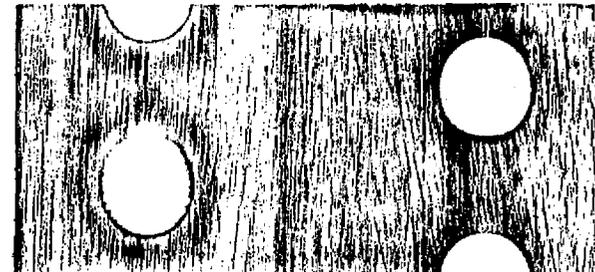
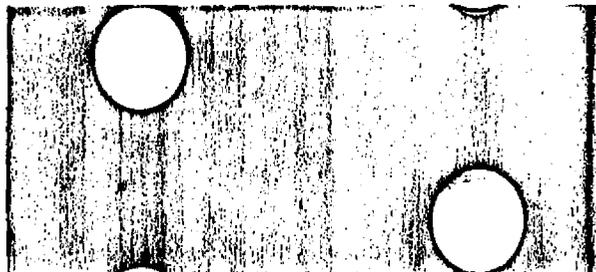
PAYABLE ONLY BY
MAIL OR AT CITY HALL

MORTGAGE CODE

50

MORTGAGE NUMBER

THIS STUB MUST BE
RETURNED WITH YOUR PAYMENT



Commissioners' Comments

It appears that Cargill Limited are disputing the amount of the tax penalty and that they have established what they believe the penalty should be. We cannot support their request for the reasons outlined by the Assessor. We understand a second notice was mailed prior to October of 1983. Recommend Council deny the request for cancellations of tax penalties.

We would note that a check of our records indicates we have been using the same mailing address as far back as 1970 and probably for some time prior and previous notices were always received at such address.

"R.J. MCGHEE"
Mayor

"M.C. DAY"
City Commissioner

RED DEER REGIONAL PLANNING COMMISSION

2830 BREMNER AVENUE

RED DEER, ALBERTA, CANADA T4R 1M9

43.

DIRECTOR: NO. 2
Robert R. Cundy M.C.I.P.

TELEPHONE: (403) 343-3394

January 12, 1984

Your File No.

Our File No.

Mr. R. Stollings
City Clerk
City of Red Deer
Box 5008
Red Deer, Alta.

Dear Sir:

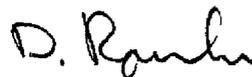
Re: Proposed Land Use Amendments
By-law 2672/A-84

Please be advised that the Municipal Planning Commission at their meeting of January 9, 1984, recommended approval of the Cairns Homes subdivision plan. The Planning Act requires the land use amendment be in place before the final approval is granted.

The plan of subdivision by Cairns Homes proposes to create 32 single family lots at this time and another 41 lots at a later date as part of Phase II of Eastview Extension.

We recommend that City Council proceed with the proposed land use amendment.

Yours truly,



D. Rouhi, MCIP
SENIOR PLANNER
CITY PLANNING SECTION

DR/cc

Attachment

MUNICIPALITIES WITHIN COMMISSION AREA

CITY OF RED DEER—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 STETTNER—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 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 NORGLENWOLD—SUMMER VILLAGE OF ROCHON SANDS—SUMMER VILLAGE OF WHITE SANDS—COUNTY OF LACOMBE No. 14
COUNTY OF MOUNTAIN VIEW No. 17 —COUNTY OF PAINTHEARTH No. 18 —COUNTY OF RED DEER No. 23 —COUNTY OF STETTNER No. 6 —IMPROVEMENT DISTRICT No. 10

NO. 3

January 11, 1984
5835 - 71 St.
Red Deer, Alta.
T4P 1C7

Dear Council Members:

I am writing in regards to the street at Aspen Heights Elementary School on 69 Street Drive.

I would like to request that 69th Street Drive be put on the Emergency Snow Removal Route.

As I have a daughter with a serious medical problem and she has been on crutches for the past six years and it is impossible to park in the middle of the street and let her walk with her crutches over the drifts and deep ruts of snow. So, I have to drive over the snow and park close to the sidewalk, so she has managed to walk on hard surface to get into school. The only other alternative that I have is to keep her out of school until that street is cleaned.

This street is very hazardous for pedestrians and vehicles as most people park in the middle of the street, oncoming vehicles must pull way over to the other side of the street and children are leaping through all the deep snow making it impossible for motorists to stop suddenly in these weather conditions.

I hope you will look into this matter as soon as possible.

Sincerely yours,

"Glenda Hassen"
5835 - 71 St.
Red Deer, Alta.
T4P 1C7

January 17, 1984

TO: City Clerk

FROM: City Engineer

RE: Correspondence from Ms. Glenda Hassen

We have reviewed Mrs. Hassen's letter. We certainly sympathize with her situation and appreciate her concern is genuine.

The street in question, 69 Street Drive, is not on the Emergency Snow Route. It is one of the streets on our regular snow clearing program.

The streets on the emergency routes are limited to the major arterials, hills and river crossings in the City. After a heavy snowfall, it is these streets which are considered to comprise the most essential segments of our transportation system and are to be cleared first. While we will not always be able to do it, it is our intention to try and have these streets cleaned with the first forty-eight (48) hours the Emergency Snow Routes are put into effect. It is an inconvenience to motorists not to be able to park on these streets and we have limited the number of thoroughfares on the Emergency Routes to maximize our reaction time.

While there are other schools on the Emergency Routes it is because these roads are also considered major traffic thoroughfares. If too many streets are added, our response time will deteriorate and so will the public's co-operation.

B. C. Jeffers, P. Eng.
City Engineer

BCJ/emg

Commissioners' Comments

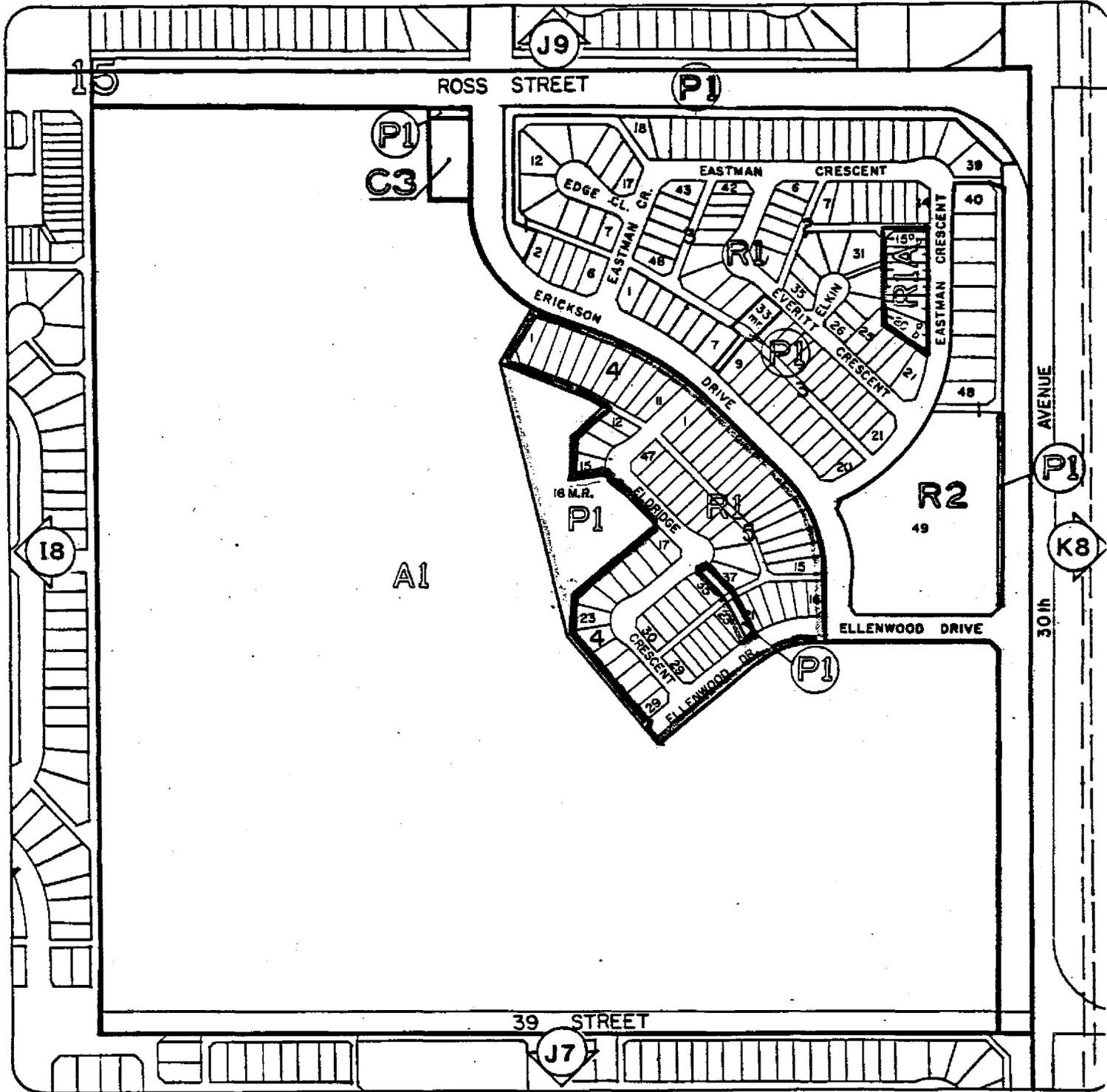
It should be noted that the street in question, while not on the emergency snow route, is on the schedule for cleaning. While we sympathize with Mrs. Hassen's request we cannot recommend any change to the emergency snow route for the reasons outlined by the City Engineer.

'R.J. MCGHEE'
Mayor

'M.C. DAY'
City Commissioner

City of Red Deer --- Land Use Bylaw Land Use Districts

J8



scale in metres

Revisions :

MAP NO. 1/84
(BYLAW No. 2672/A-84)

Change from A1 to R1 ~~and~~ a P1 ~~and~~

BYLAW NO. 2835/84

A BYLAW TO AUTHORIZE THE MUNICIPAL COUNCIL OF THE CITY OF RED DEER TO ENTER INTO AGREEMENTS WITH HER MAJESTY THE QUEEN IN THE RIGHT OF ALBERTA (REPRESENTED BY THE MINISTER OF THE ENVIRONMENT).

WHEREAS under the provisions of Section 119 of the Municipal Government Act, being Chapter 246 of the Revised Statutes of Alberta, 1980, (as amended), the Council may pass a Bylaw authorizing the making of an agreement with the Province of Alberta, or its agents, for the performance of any matter or thing considered by the Council and the Province or its agents to be a benefit to both parties; and

WHEREAS under Section 7 of the Land Surface Conservation and Reclamation Act the Minister of the Environment may enter into an agreement with an owner to restrict the use of certain land;

NOW THEREFORE the Municipal Council of The City of Red Deer in Council Assembled enacts as follows:

That the Mayor and Secretary-Treasurer of the City of Red Deer be and are hereby empowered to execute an agreement similar to the form attached and marked Exhibit "A", between the said Town and the Minister of the Environment relating to reclamation of certain lands described as follows:-

Plan Red Deer 832-2071, Block 5, Lot One MR (1-MR) and Lot Two (2-MR) NW 27 & SW 34-38-27-W4

READ A FIRST TIME IN OPEN COUNCIL this day of A.D. 1984
READ A SECOND TIME IN OPEN COUNCIL this day of A.D. 1984
READ A THIRD TIME IN OPEN COUNCIL AND FINALLY PASSED this day of
A.D. 1984.

MAYOR

CITY CLERK

ENVIRONMENT

THIS AGREEMENT made in duplicate this

day of

19

BETWEEN the Parties:

HER MAJESTY THE QUEEN, in Right of Alberta, hereinafter called "Her Majesty", as represented herein by the Minister of the Environment, hereinafter called the "Minister"

— and —

a Municipal Corporation,
hereinafter called the "Owner". CITY OF RED DEER

RECITALS:

The Owner and the Minister agree that it is desirable to reclaim the Owner's land hereinafter described.

The Owner has requested that the Minister perform such reclamation on the lands as the Minister deems proper and the Minister agrees to reclaim the land upon the Terms and Conditions hereinafter expressed.

Under section 7 of The Land Surface Conservation and Reclamation Act, the Minister may

- (a) enter into an agreement on behalf of the Government with an owner to restrict the purposes to which that land may be used by that owner and his successors in title for a specified time or of indefinite duration, in consideration of the payment by the Government of the compensation specified in the Agreement, and
- (b) register the Agreement under The Land Titles Act against the Certificate of Title to the land.

Under section 119 of The Municipal Government Act, the Owner is authorized by By-Law No. _____ dated _____ to enter into this Agreement.

THE PARTIES AGREE AS FOLLOWS:

1. The Owner hereby grants and assigns unto Her Majesty the Queen in Right of Alberta, as represented by the Minister of the Environment, the right by his or their servants, workmen, agents, or contractors to enter upon, use and occupy the following lands:

to enable the Minister, his servants, workmen, agents or contractors, at his cost, to reclaim the lands to such condition as the Minister deems proper and to take upon the lands for that purpose all necessary implements and machinery, on, from and after until the lands are reclaimed.

2. The Owner hereby covenants and agrees that before any reclamation is performed on the lands, the Minister at his expense shall have the property appraised as to its fair market value, and such appraisal shall be acceptable to the Owner.
3. The Owner covenants and agrees that during a period of 10 years from the date of this Agreement, the Owner will restrict the purposes for which the land may be used by the Owner to any municipal purposes authorized under The Municipal Government Act.
4. (1) In consideration of the Minister reclaiming the lands, the Owner hereby covenants and agrees with the Minister that in the event that the Owner desires to sell the lands within a period of ten years from the date hereof, the Owner shall cause the fair market value of the land to be established at his sole cost by an appraiser acceptable to the Minister before offering to sell the lands to any other person, and shall, subject to subsection (2), offer to sell to the Minister the lands or such part thereof as the Minister may request for a purchase price equal to the value so established.
(2) In an offer by the Owner under subsection (1), the actual price to be paid by the Minister shall be reduced from the appraised market value by an amount equivalent to the payments made by the Minister for the reclamation of the lands under this Agreement or a proportionate part thereof where a part of the lands only is offered to the Minister.
(3) The Minister shall, within 3 months from the date of receipt of the Owner's offer, serve the Owner with a notification, in writing, of his acceptance or rejection of the offer.
(4) If the Minister does not accept the Owner's offer before the expiration of the 3 month period prescribed in subsection (3) or the date of receipt of the notification or rejection, whichever is the earlier date, the Owner may, subject to subsection (5), sell the land to any other person.
(5) When the Owner sells the land to any other person other than the Minister in accordance with subsection (4), the Owner will pay to the Minister the difference between the purchase price actually received by the Owner in such a sale, and the currently assessed fair market value of the land as determined at the time of such sale or the actual cost to the Minister of the reclamation under section 1, whichever is the lesser amount, subject to any appreciation or depreciation in the value of the lands, that might occur had the reclamation works not have been performed under this Agreement. The payment of monies made by the Municipality to the Minister will be in consideration for the reclamation work performed on the lands by the Minister under this Agreement.
5. The Owner hereby further covenants and agrees with the Minister that if the Owner, within ten years from the date of this Agreement, desires to exchange the said lands for another parcel of land the Owner shall pay to the Minister any excess in fair market value of the land to be received in exchange, over and above the fair market value of the land herein reclaimed, as determined pursuant to section 2 hereof, subject to any appreciation or depreciation in the value of the lands, that might occur had the reclamation works not have been performed under this Agreement. The payment of monies made by the Municipality to the Minister will be in consideration for the reclamation work performed on the lands by the Minister under this Agreement.
6. The Owner hereby agrees that the rights granted under section 4(1), and (4) and section 3 constitute an interest in the lands described in section 1 of the Agreement.

7. The Owner agrees to hold harmless and to indemnify the Minister, his employees and agents from all claims, damages, costs, losses, expenses, actions and suits caused by, or arising directly or indirectly out of, the reclamation performed under this Agreement, or by reason of any matter or thing done, permitted or omitted to be done, by the Owner or his heirs, administrators, and assigns and whether occasioned by negligence or otherwise.
8. This Agreement inures to the benefit of and is binding upon the Parties hereto and their respective heirs, successors and approved assigns.

THIS AGREEMENT is executed by the Parties as of the date shown on the first page of this Agreement.

**HER MAJESTY THE QUEEN
IN RIGHT OF ALBERTA**

.....
Witness

.....
Minister of the Environment

.....
Witness

.....
Owner

BYLAW NO. 2836/84

Being a Bylaw to establish a Court of Revision

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

(1) There is hereby established a Court of Revision consisting of five (5) members, namely:-

(2) The members hereby appointed to The Court of Revision shall hold office until the 31st of December, 1984.

(3) The said members shall be remunerated for their services on The Court of Revision as follows:

\$100.00 per member per day for each day attending The Court of Revision

(4) a) The City Clerk of The City of Red Deer, or in the case of his absence, the Assistant City Clerk of The City of Red Deer, is hereby appointed Clerk of The Court of Revision.

b) The said Clerk shall, when required to do so, issue a summons to any person to attend as a witness at The Court of Revision.

c) The said Clerk shall keep in a summary form a record of the proceedings of The Court of Revision, and shall perform such other duties as The Court of Revision may direct.

d) The said Clerk shall be remunerated for his services to The Court of Revision as follows: NIL.

(5) In the event of any vacancy arising in the membership of The Court of Revision, the Council shall as soon as is practicable make an appointment to fill such vacancy.

(6) No person who is interested, directly, or indirectly in any property or business, in connection with the assessment of which an appeal has been filed, shall act as a member of The Court of Revision on such appeal.

(7) The majority of the members of The Court of Revision shall constitute a quorum.

READ A FIRST TIME IN OPEN COUNCIL this day of A.D. 1984.

READ A SECOND TIME IN OPEN COUNCIL this day of A.D. 1984

READ A THIRD TIME IN OPEN COUNCIL AND FINALLY PASSED this day of
A.D. 1984.

MAYOR

CITY CLERK

*File
23/1/83*

January 18, 1984.

TO: Council
FROM: Mayor McGhee

RE: Special Olympics - Dinner Red Deer Lodge Jan. 23/84

A number of the members of Council have indicated their wish to attend the above dinner at the Red Deer Lodge at 8 p.m., Jan. 23/84 and as a result we are suggesting (subject to Council approval) that the Council meeting continue through the normal supper hour in order to finish all items on the agenda by about 6:30 and allow those persons wishing to attend to do so.

I also feel any member wishing to attend the above as a representative of the City should have their ticket paid for by the City as we would be spending money for supper at the Club in any event. If you have bought a ticket for this function please submit your expense claim to the City Clerk for reimbursement.

If you are not planning on attending the above you may wish to have your supper at the Club Cafe as usual and in which case the costs will simply be charged to the City.

"R.J. MCGHEE"
Mayor