

A G E N D A

For the regular meeting of RED DEER CITY COUNCIL
to be held in the Council Chambers, City Hall,
MONDAY, SEPTEMBER 12th, 1977 commencing at 4:30
p.m.

- (1) Confirmation of August 29th, 1977 minutes

(2) UNFINISHED BUSINESS

- | | | |
|----|---|-------|
| 1) | Associate Planner - RE: Zoning Bylaw Amendment
Section 6A (2011/MM-77) | .. 1 |
| 2) | City Clerk - RE: Amendment to Traffic Bylaw 2282 | .. 2 |
| 3) | Associate Planner - RE: Rezoning Request - Bylaw
2011/NN-77 - M.E.L. Paving Ltd. | .. 3 |
| 4) | City Assessor - RE: Lot 14, Plan 1462 H.W., 5089 -
43 Street | .. 5 |
| 5) | City Assessor - RE: Replot Scheme by Hospital Lane
Closure | .. 6 |
| 6) | City Commissioners - RE: Toole & Cote - Site West of
Gaetz Avenue - North of 60 Street | .. 8 |
| 7) | City Clerk - RE: Leonard Crozman - 46 Newton Crescent | .. 10 |

(3) REPORTS

- | | | |
|----|--|-------|
| 1) | City Assessor - RE: 51 Avenue Re-alignment | .. 19 |
| 2) | City Treasurer - RE: Insurance Broker | .. 21 |
| 3) | City Clerk - RE: Buffalo Hotel | .. 22 |
| 4) | Associate Planner - RE: Zoning Bylaw 2011/00-77
Foundation for Mobile Homes | .. 23 |
| 5) | City Assessor - RE: Gary Didrikson, Lot 14, Block 13,
Plan 762-0938 | .. 24 |
| 6) | Economic Development Director - RE: Good Host Motels | .. 28 |

7)	City Commissioners - RE: Folk Festival Society - Cronquist House	.. 30
8)	City Assessor - RE: Utility Lot 21, Block 8, Plan 752-0506	.. 32
9)	City Assessor - RE: License to Occupy - Fisher & Milligan Developments	.. 35
10)	City Clerk - RE: Siren Agreement	.. 37
11)	City Clerk - RE: Economic Development Committee Recommendations	.. 38
12)	Parking Commission - RE: Gaetz Avenue Parking Mall	.. 39
13)	Parking Commission - RE: Parking Meters	.. 39A

(4) WRITTEN INQUIRIES

(5) CORRESPONDENCE

1)	Gemini Inn - RE: Approval of Garburator Installation	.. 40
2)	Allarco Developments Ltd. - RE: Zoning Bylaw 2011/R-77	.. 43
3)	United Way - RE: Letter of Appreciation	.. 44
4)	Red Deer Public School District No. 104 - RE: Liaison Committee	.. 45
5)	Sim's Furniture Ltd. - RE: Termination of Land Sales Agreement	.. 47
6)	Doherty Development & Consulting Ltd. - RE: Lot 8, Block 2, Plan 762-0870 - Northlands Industrial Park	.. 51

(6) PETITIONS & DELEGATIONS

(7) NOTICES OF MOTION

1)	Ald. Taylor - RE: Desultory Attendance	.. 58
2)	Mayor McGregor - RE: Alberta Summer Games	.. 58
3)	Alderman Taylor - RE: Fas Gas Service Station	.. 59

(8)

BYLAWS

- (1) Bylaw 2011/R-77 (Allarco Developments Ltd.) third reading
- (2) 2011/MM-77 (Chairman of M.P.C.) first reading
- (3) 2011/NN-77 (M.E.L. Paving - Ready Mix Concrete) first reading
- (4) 2282/S-77 (Traffic Bylaw Amendment) three readings
- (5) 2560/77 - (License to Occupy - Fisher & Milligan) 3 readings

RED DEER REGIONAL PLANNING COMMISSION

4920 - 59 STREET

P.O. BOX 5002

RED DEER, ALBERTA

T4N 5Y5

NO. 1

TELEPHONE: 343-3394

FILE No.

September 7, 1977

R. Stollings,
City Clerk,
City Hall,
Red Deer, AB.

Dear Sir:

Re: Zoning By-law Amendment
Section 6A, Zoning By-law 2011

Further to Council's resolution passed on August 29, 1977 regarding amendments to Section 6A of the zoning by-law, I have attached an appropriate amending by-law.

Yours truly,



Monte Christensen,
ASSOCIATE PLANNER.

/cc

c.c. T. Chapman,
City Solicitor.

K. Jorgenson,
Development Officer.

MEMBERS

CITY OF RED DEER - TOWN OF CARSTAIRS - TOWN OF CASTOR - TOWN OF CORONATION - TOWN OF DIDSBURY - TOWN OF INNISFAIR - TOWN OF LACOMBE
TOWN OF OLDS - TOWN OF ROCKY MOUNTAIN HOUSE - TOWN OF STETTLER - TOWN OF SUNDRE - TOWN OF SYLVAN LAKE - VILLAGE OF BENTLEY - VILLAGE OF BLACKFALDS
VILLAGE OF BOWDEN - VILLAGE OF CAROLINE - VILLAGE OF CREMONA - VILLAGE OF ELNORA - VILLAGE OF PENHOLD - SUMMER VILLAGE OF GULL LAKE
SUMMER VILLAGE OF ROCHON SANDS - COUNTY OF LACOMBE No. 14 - COUNTY OF MOUNTAIN VIEW No. 17 - COUNTY OF PAINTEARTH No. 18 - COUNTY OF RED DEER No. 23
COUNTY OF STETTLER No. 6 - IMPROVEMENT DISTRICT No. 10

NO. 2

September 1, 1977

TO: Council
FROM: City Clerk

Re: Amendment to Bylaw 2282, being the traffic bylaw of the
City of Red Deer.

In accordance with the decision of Council August 29, we are attaching hereto a copy of Bylaw 2282/S-77, and which amendment if finally passed by Council will provide that no person shall conduct an organized foot race upon any highway unless written permission is first obtained from the Commissioners.

R. Stollings
City Clerk

RS/ds
Encl.

RED DEER REGIONAL PLANNING COMMISSION

4920 - 59 STREET

P.O. BOX 5002

TELEPHONE: 343-3394

RED DEER, ALBERTA
T4N 5Y5

FILE No.

September 8, 1977

Mr. R. Stollings,
City Clerk,
City Hall,
Red Deer, Alta.

Dear Sir:

Re: Rezoning Request,
M.E.L. Paving Ltd.

On August 29, 1977, Council

"Resolved that Council of the City of Red Deer, having considered correspondence from Crowe, Power & Company, on behalf of M.E.L. Paving Ltd., hereby agree that zoning bylaw 2011 be amended as to the conditional use table for an I.2 zone to allow ready-mix concrete plants as a conditional use in that portion of the Golden West Subdivision lying west of the C.P.R. railway, north of 67 Street and south of the south boundary of Section 31 -38-27-W4."

Attached please find an amending zoning by-law accommodating the above resolution.

In our opinion a ready-mix concrete plant is a heavy industrial use. The I-2 Light Industrial Zone, is designed so as to exclude industrial uses which may possess features that are abnoxious, such as noise, dust and fumes and that require large areas for operating or storage purposes. These types of uses should be located in the I-3 zones.

The Golden West Industrial Park should be retained as a light industrial zone. Future residential expansion to the north-west must be protected from the adverse effects of heavy industrial uses.

If the amending by-law is approved, then another heavy industrial use is allowed in this particular I-2 zone. The area as outlined in Council's resolution does not differ from the other I-2 zones of the City and therefore should remain as such.

..... 2

MEMBERS

CITY OF RED DEER - TOWN OF CARSTAIRS - TOWN OF CASTOR - TOWN OF CORONATION - TOWN OF DIDSBURY - TOWN OF INNISFAIR - TOWN OF LACOMBE
TOWN OF OLDS - TOWN OF ROCKY MOUNTAIN HOUSE - TOWN OF STETTLER - TOWN OF SUNDRE - TOWN OF SYLVAN LAKE - VILLAGE OF BENTLEY - VILLAGE OF BLACKFALDS
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RED DEER REGIONAL PLANNING COMMISSION

4920 - 59 STREET

P.O. BOX 5002

TELEPHONE: 343-3394

RED DEER, ALBERTA
T4N 5Y5

FILE No.

..... 2

We recommend that the proposed zoning by-law allowing ready-mix concrete plants in the Golden West Industrial subdivision, be denied.

Yours truly,



Monte Christensen,
ASSOCIATE PLANNER.

/cc

enclosure.

c.c. City Solicitor, T. Chapman.

Development Officer, K. Jorgenson.

Commissioners' Comments:

As directed by Council at the last meeting, the Bylaw amendment has been prepared and is attached for consideration of Council.

"R.N. MCGREGOR"

Mayor

"M.C. DAY"

City Commissioner

MEMBERS

CITY OF RED DEER - TOWN OF CARSTAIRS - TOWN OF CASTOR - TOWN OF CORONATION - TOWN OF DIDSBURY - TOWN OF INNISFAIL - TOWN OF LACOMBE
TOWN OF OLDS - TOWN OF ROCKY MOUNTAIN HOUSE - TOWN OF SETTLER - TOWN OF SUNDRE - TOWN OF SYLVAN LAKE - VILLAGE OF BENTLEY - VILLAGE OF BLACKFALDS
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SUMMER VILLAGE OF ROCHON SANDS - COUNTY OF LACOMBE No. 14 - COUNTY OF MOUNTAIN VIEW No. 17 - COUNTY OF PAINTEARTH No. 18 - COUNTY OF RED DEER No. 23
COUNTY OF SETTLER No. 6 - IMPROVEMENT DISTRICT No. 10

NO. 4

September 6, 1977

TO: City Council
FROM: City Assessor

RE: Lot 14, Plan 1462 HW
5089 - 43 Street
Proposed Red Deer Regional Hospital

Further to previous correspondence and reports from the Red Deer General Hospital and the City Administration, may I confirm that the above described property will be exempt in 1978 and as long as it is used as a construction office and not as a dwelling.

The previous requests were for a cancellation of the tax levy of \$423.17, which consists of municipal tax \$243.72, supplementary school \$135.95, hospital \$5.90 and frontages of \$37.60.

If Council sees fit to rebate any portion of the tax, may I recommend it be the municipal and frontage levies.

Respectfully Submitted,



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

Commissioners' Comments:

In view of the Hospital Boards representations to Council, it would perhaps be appropriate to rebate the municipal and frontage levies associated with this property.

In principle, however, we are not in favour of this type of concession. Rather I believe it more appropriate that each government agency pay its fair share of the taxes so that the public may be better informed on the true cost of the services provided.

"R.N. MCGREGOR"
Mayor

"M.C. DAY"
City Commissioner

NO. 5

September 6, 1977

TO: City Council

FROM: City Assessor

RE: Replot scheme by Hospital Lane Closure

Further to the recent meeting with representatives of the Red Deer General Hospital Board, may I submit the following observations.

City Council by resolution July 4, 1977, agreed to the sale of the City lane subject to:

- a. Land under proposed bylaw 2549/77 containing approximately 19,166 square feet at \$2.00 per square feet = \$38,322.00.
- b. Any and all costs involved in relocation of any utilities.
- c. Costs of advertisements, etc., for lane closure.

The Red Deer Regional Planning Commission subdivision committee approved the proposed subdivision subject to:

- a. Satisfactory arrangements to be made for the acquisition of the lane.
- b. Satisfactory arrangements to be made for relocation of services from the lane.
- c. Rezoning.
- d. The southeast corner of the hospital property to be revised as shown on the plan. A 10' road widening of 50A Avenue off the hospital property.

In most cases where the City is acquiring land for road purposes there is no land exchange involved and the roadway dedication is part of the condition of registering a new plan of subdivision.

In this case and other similar cases, the basis of compensation should be the difference in square footage of lands being exchanged at market value.

The City laneway consists of approximately 19,166 square feet and the land we are acquiring for road widening contains approximately

Page 2

18,071 square feet. In this instance I would recommend the resolution passed July 4, 1977, be amended by adding a clause (d) whereby the City would acquire the hospital's land for the sum of 18,071 @ \$2.00 = \$36,142.00 and or amend clause "a" to read land exchange plus \$2,190.00.

Respectfully Submitted,



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

cc G. Kerr

Commissioners' Comments

Concur with recommendations of the City Assessor and recommend the Mayor and City Clerk to execute an amended agreement.

"R.N. McGREGOR"
Mayor

"M.C. DAY"
City Commissioner

NO. 6

9 September 1977

TO: COUNCIL

FROM: CITY COMMISSIONERS

RE: TOOLE & COTE - Site West of Gaetz Avenue - North of
60 Street

At the last meeting of Council a request was brought forward by the above firm to acquire the lane between Lots 1-9 & 22-30, Block 28, Plan 7604 S to enable development of a multiple family structure thereon. This item was tabled to allow the administration an opportunity to negotiate a possible land exchange whereby the City could acquire sufficient land to provide a ramp off of Gaetz Avenue onto 60 Street. In addition, the administration were requested to look at the possibility of disposing of the park area to the west.

The report on possible land exchange has not been completed, however, we have received a petition as shown below and which has been signed by 73 residents of the area. In addition, a representative of the Kinsman Club has phoned to express the Club's concern as they participated in the cost of placing playground equipment on this site.

We believe that in view of the concern that the City should at this time abandon any further discussion concerning the park area thereby enabling the applicants (Toole & Cote) to proceed with their plans which they are anxious to do.

This area could be reviewed at a later date if a suitable alternate playground site can be found.

"R.N. MCGREGOR"
Mayor

"M.C. DAY"
City Commissioner

A petition was received containing the signatures of 73 residents.

"We, the undersigned, as citizens of Red Deer oppose the sale, alteration or removal of the playground at 60th Street & 51 Avenue.

NO. 7

9 September 1977

TO: COUNCIL
FROM: CITY CLERK

RE: LEONARD CROZMAN - 46 Newton Crescent

The following information appeared upon the August 29th agenda and was tabled for two weeks for further study and examination.

"R. STOLLINGS"
City Clerk

5029 - 34 St.
RED DEER, Alberta

August 15, 1977

Dear Sir:

I would like to request an appearance before City Council at their next meeting with regard to a front driveway on my property at 46 Newton Crescent.

Yours truly,

"LEONARD CROZMAN"

RED DEER REGIONAL PLANNING COMMISSION

4920 - 59 STREET

P.O. BOX 5002

TELEPHONE: 343-3394

RED DEER, ALBERTA
T4N 5Y5

FILE No.

August 24, 1977.

Mr. R. Stollings,
City Clerk,
City Hall,
RED DEER, Alberta.

Dear Sir:

RE: 46 Newton Crescent
Mobile Home Subdivision

Further to a letter dated August 15, 1977 regarding a front drive on the above mentioned lot, we submit the following comments.

A front driveway in this area is essential due to the narrowness of lots within this mobile home subdivision; an off-street parking space is needed to reduce congestion and crowding of vehicles on this street.

Although the letter does not fully express the writer's intention regarding the front driveway, we recommend that the requirement for driveway be maintained.

Yours truly,



M. Christensen,
Associate Planner.

/lac

MEMBERS

CITY OF RED DEER - TOWN OF CARSTAIRS - TOWN OF CASTOR - TOWN OF CORONATION - TOWN OF DIDSBURY - TOWN OF INNISFAIR - TOWN OF LACOMBE
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COUNTY OF STETTLER No. 5 - IMPROVEMENT DISTRICT No. 10

August 23, 1977

TO: City Clerk
FROM: City Assessor

RE: 46 Newton Crescent - Mobile Home Lot
Lot 14, Block 4, Plan 772-0603
Normandeau Subdivision

The front driveway is a condition of the mobile home land sale agreement, quoted as follows:

Section "3", Subsection "c"

"A front driveway shall be constructed as required by the City, and shall be continually maintained on the lands."

As a point of interest, front driveways are only compulsory in the mobile home development for the Normandeau Subdivision.



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

cc Acting City Engineer
Building Inspector
Red Deer Regional Planning Commission

23 August 1977

TO: R. STOLLINGS
FROM: DEVELOPMENT OFFICER
RE: 46 NEWTON CRESCENT

The front driveways are required in the mobile home subdivision to allow for offstreet parking. We feel this is a necessity as those lots are smaller than normal for a residential subdivision. This means two car families will have difficulty in finding parking especially when there are visitors in the neighborhood.

We recommend no change in this policy.

G.K. JORGENSEN,
Development Officer

August 23, 1977

TO: City Clerk
FROM: Acting City Engineer

RE: 46 Newton Crescent

The owner of this lot, Mr. Leonard Crozman, is objecting to the mandatory front drive on his property. After reviewing the site elevations, the Engineering Department recommends that the requirement for the front drive remain in effect. The subject site has a low profile curb which will not present a crossing problem. This curb is now a standard feature for residential subdivisions in several Alberta cities.

K.G. Haslop
K.G. HASLOP, P. Eng.,
Acting City Engineer

RKP/ab

Commissioners' Comments

We feel we must not relax any of the conditions related to mobile home lots within conventional subdivisions. A great deal of thought has gone into integrating mobile homes and conventional housing, and any erosion of the standards will lead to down grading of the area. In addition, mobile lots are narrower in width than conventional home lots, thereby creating difficulty with on-street parking.

"R.N. MCGREGOR"
Mayor

"M.C. DAY"
City Commissioner

September 7, 1977

TO: City Clerk
FROM: Building Inspector
City Assessor

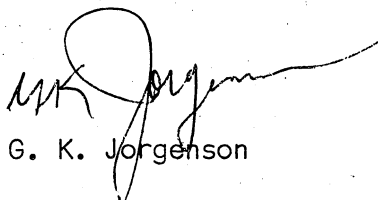
RE: Front Driveway at 46 Newton Crescent

With reference to the necessity of a front driveway at the above described property, it is stated in the information supplied in the brochure prepared for the above land sale, that a front drive and parking space may be required on certain lots.

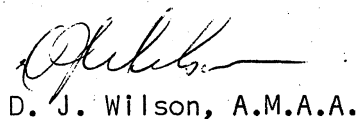
In the land sale agreement, Page 7, Section C, it is stated:

"A front driveway shall be constructed as required by the City, and shall be continually maintained on the lands."

It was the opinion of the administration that front driveways are necessary in this area due to the small lots and need for offstreet parking.



G. K. Jorgenson



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

RED DEER REGIONAL PLANNING COMMISSION

4920 - 59 STREET

P.O. BOX 5002

TELEPHONE: 343-3394

RED DEER, ALBERTA

T4N 5Y5

FILE No.

September 8, 1977

Mr. R. Stollings
City Clerk
City Hall
Red Deer, Alberta

Dear Sir:

Re: 46 Newton Crescent
Leonard Crozman

Further to Mr. Crozman's request to eliminate the front drive on the above mentioned property, I have attached a plan of subdivision indicating lot sizes.

It is our opinion that front driveways in this area are essential due to the narrowness of the lot frontages in order to reduce congestion and crowding of vehicles on this street.

Yours sincerely,



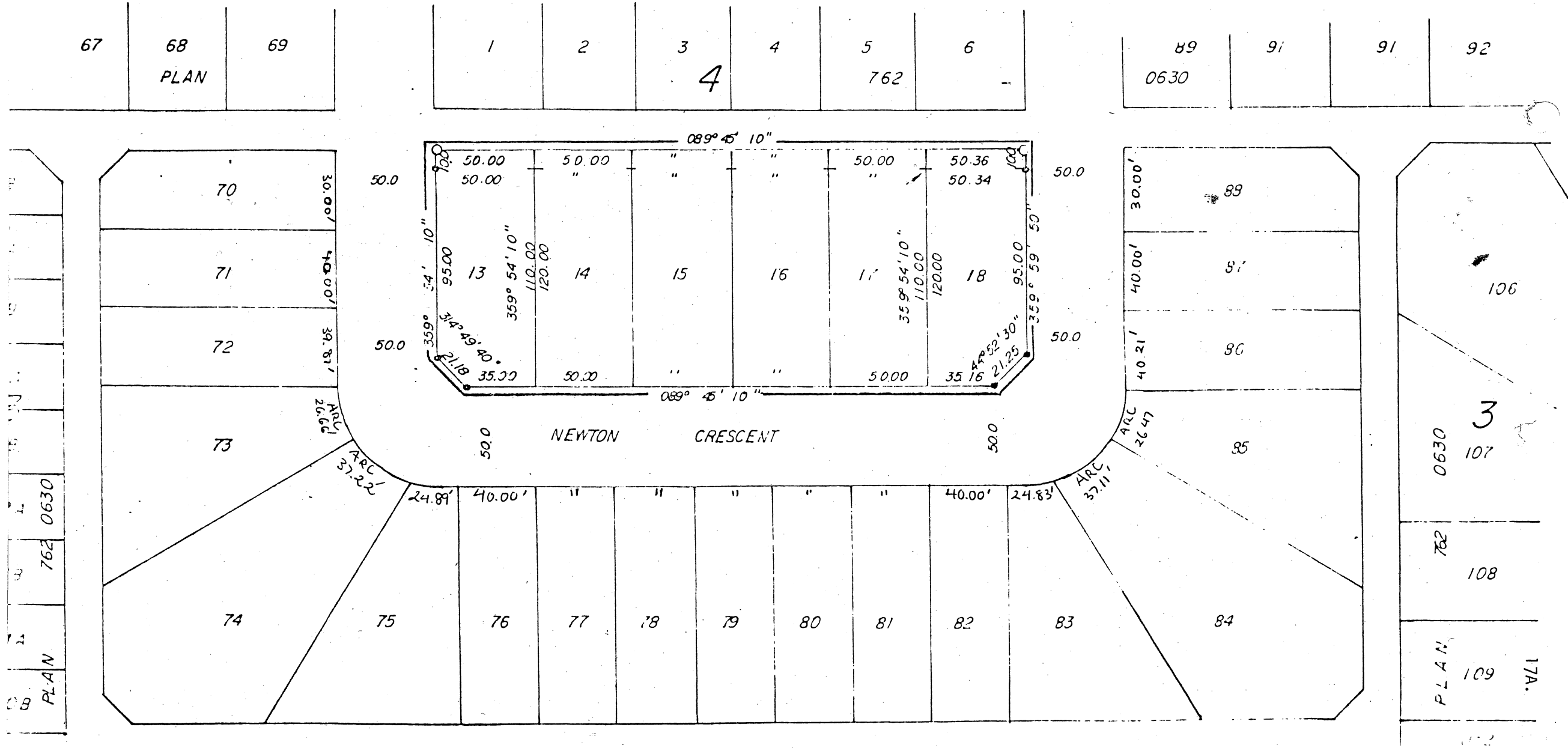
Monte Christensen
Associate Planner

/mjw

MEMBERS

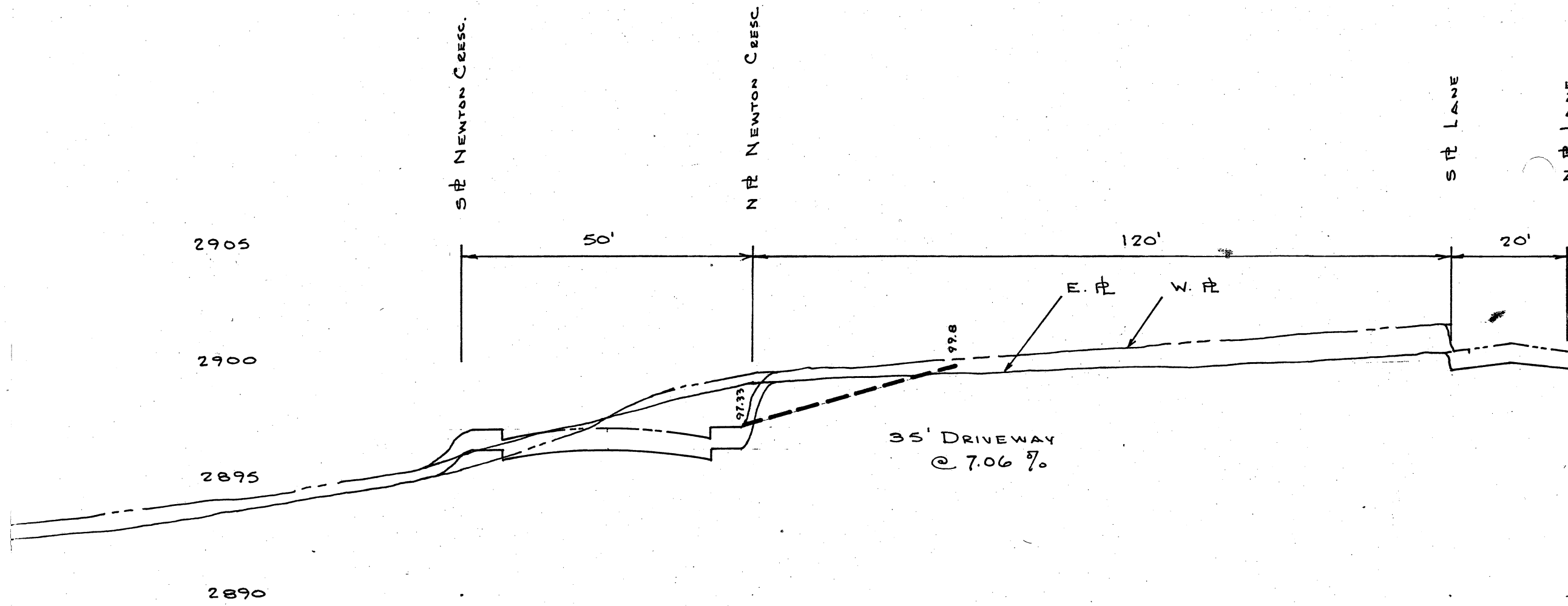
CITY OF RED DEER - TOWN OF CARSTAIRS - TOWN OF CASTOR - TOWN OF CORONATION - TOWN OF DIDSBURY - TOWN OF INNISFAIL - TOWN OF LACOMBE
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COUNTY OF STETTLER No. 6 - IMPROVEMENT DISTRICT No. 10

NOTE Lot Bdy's along lane are
posted on a 10ft. offset line.

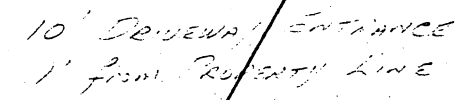


PLAN 762 0630

PLAN 762 0630 17A.



LOT 14, BLK 4, PLAN 772-0603
46 NEWTON CR.



17C.

COMMISSIONERS COMMENTS

The Commissioners and Engineers comments as they appear upon the last agenda, and as reproduced herebefore, have not changed.

We recommend the request for elimination of the front drive be denied.

"R.N. MCGREGOR"
Mayor

"M.C. DAY"
City Commissioner

REPORTS

19.

NO. 1

September 8, 1977

TO: City Council

FROM: City Assessor

RE: 51 Avenue re-alignment
Lots 27 & 28, Block 11, Plan 795 HW
Parkland Oil Products Ltd.

As City Council is aware the administration has been negotiating with Parkland Oil Products Ltd for the acquisition of 742.03 square feet for the realignment of 51 Avenue and 52 Street.

Parkland Oil Products Ltd. have agreed to sell the land to the City of Red Deer for the sum of \$7,420.30. This sale was based on an appraised value by an independent firm.

We recommend the City be authorized to make the payment and register the lands required as roadway.



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

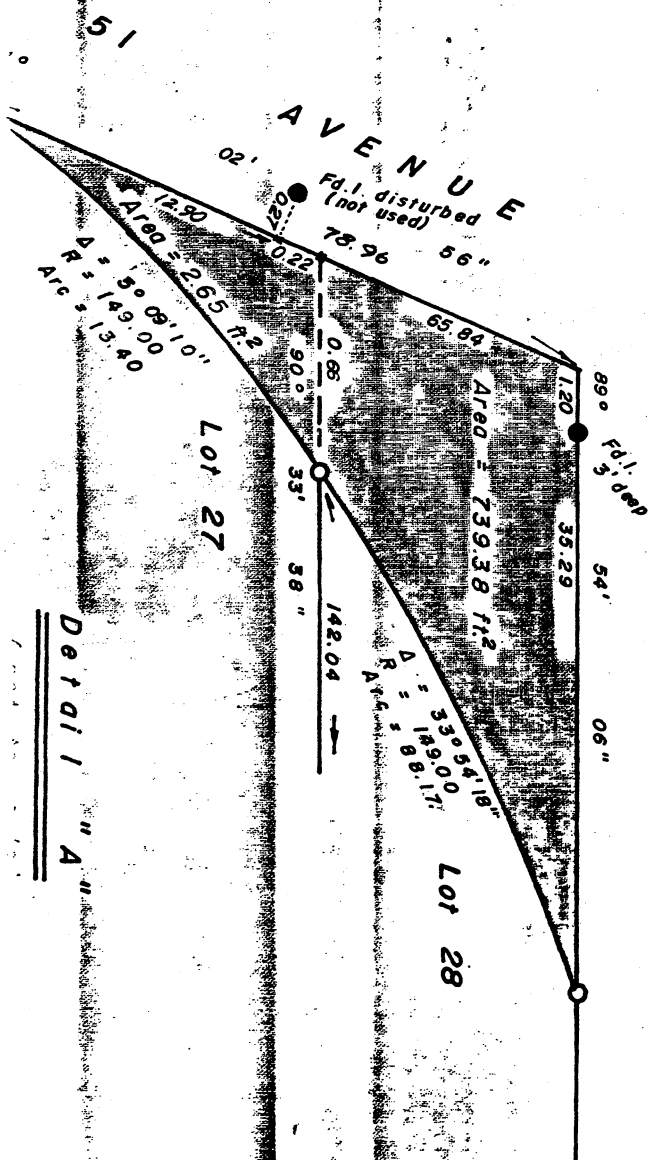
Print of area attached.

Commissioners' Comments

We concur with the recommendations of the City Assessor.

"R.N. McGREGOR"
Mayor

"M.C. DAY"
City Commissioner



Detail "A"

52 STREET 20.

AVENUE

51

24°

70.83

.02'

56"

See Detail "A" 28

90° 33' 38"

142.04

27

26

25

11

89° 54' 06"

33.29

76.88

89° 54' 06"
3.02

4.5 C.M.
790 + 16.255
485
(on projection through
monument)
F.d.l. below conc. wall
Re-set on surface

463.29 (Bldg. cor. to F.d.l.)

G A E T Z

THE CITY OF RED DEER

21.

NO. 2



Office of:
CITY TREASURER

RED DEER, ALBERTA
T4N 3T4

September 8, 1977

To : City Clerk
From : City Treasurer

RE: Insurance Broker

The tenders received from insurance agents to act as the City's insurance broker are presently being reviewed by the consultant.

It is anticipated a recommendation on the insurance broker to be selected for the five year period commencing October 1, 1977 will be available for distribution with the Council agenda.

A. Wilcock

AW:ls

Commissioners' Comments

The Commissioners will comment verbally on this item at the Council meeting.

"R.N. McGREGOR"
Mayor

"M.C. DAY"
City Commissioner

NO. 3

September 1, 1977

TO: Council
FROM: City Clerk

Re: Buffalo Hotel Red Deer

At the meeting of Council August 29, a bylaw was passed granting a license to the Buffalo Hotel to occupy a portion of City streets on which their building currently encroaches. In presenting this matter to Council, we overlooked obtaining a Council resolution on the Buffalo Hotel request that they be granted permission to lower their canopies from 12' to 9' above the sidewalk level. We would respectfully request Council consideration of this item at this time.

At the last meeting the Commissioners indicated they had no objections to granting the relaxations in canopy height as requested.

Respectfully submitted

R. Stollings, City Clerk

RS/ds

23.

RED DEER REGIONAL PLANNING COMMISSION

4920 - 59 STREET

P.O. BOX 5002

TELEPHONE: 343-3394

RED DEER, ALBERTA
T4N 5Y5

FILE No.

NO. 4

September 6, 1977

Mr. R. Stollings,
City Clerk,
City Hall,
Red Deer, Alta.

Dear Sir:

Re: Zoning By-law #2011
Foundations for Mobile Homes

Further to Council's resolution passed on August 29th, 1977, regarding treated wood basements and foundations for mobile homes I have attached an amending zoning by-law.

Yours truly,



Monte Christensen,
ASSOCIATE PLANNER.

/cc

c.c. K. Jorgensen,
Development Officer.

T. Chapman,
City Solicitor.

MEMBERS

CITY OF RED DEER - TOWN OF CARSTAIRS - TOWN OF CASTOR - TOWN OF CORONATION - TOWN OF DIDSBURY - TOWN OF INNISFAIR - TOWN OF LACOMBE
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COUNTY OF STETTLE No. 6 - IMPROVEMENT DISTRICT No. 10

No. 5

September 7, 1977

TO: City Council
FROM: City Assessor

RE: Garry Didrikson
Lot 15, Block 13, Plan 762-0938
The Pines Subdivision

The following is respectfully submitted for Councils' consideration for the reinstatement of the land sale agreement for the above described lands.

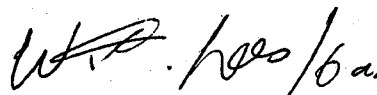
April 27/77 Land Sale Agreement signed by City and Garry Didrikson

July 11/77 G. Didrikson was notified by letter (see attached) as to the payment structure and building commitment. This letter was written in reply to the Didriksons' letter of July 8, 1977 to clear some apparent confusion on the aforementioned.

Aug. 30/77 The Didriksons were notified by letter (see attached) that the agreement was null and void by way of default of payment, Clause 1, Page 4 of this agreement.

 In reply to G. Didrikson's statement that he informed City Hall that payment was to be held up; the staff attempted to contact him by phone to advise him that no extensions of payment dates were allowed, but were unsuccessful. We therefore forwarded our letter of August 30, 1977.

Sept. 2/77 Received attached correspondence from G. Didrikson and the Town of Olds for reasons why payment was late.


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

att'd.

Town of Olds

5034 - 50th Street

September 6, 1977

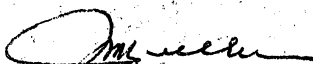
The City of Red Deer
City Hall
Red Deer, Alberta

Dear Sir:

Re: Dr. Garry I. Didrikson

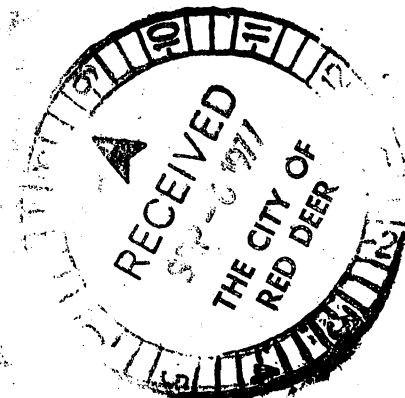
Dr. Didrikson had made a down payment on a purchase of land from the Town. Shortly after Dr. Didrikson cancelled his purchase and requested a refund of his deposit. The delay in making the refund was due to normal office routine, that is voucher, cheque writing, signing of cheque by His Worship, and final signing by the undersigned. The long weekend did not help the situation.

Yours truly,



J. H. Muller
Secretary-Treasurer

JHM/sng



Offices of:
TOWN MANAGER
226-3277

SECRETARY-TREASURER
226-3364

RECREATION DIRECTOR
226-6454

GENERAL OFFICE
226-3363

DR. G.I. DIDRICKSON
Chiropractor

East of Mountview Plaza, Sundry Hwy
5126 - 46th Street
OLDS, Alberta T0M 1P0
Telephone: (403) 226-6534

Dear Sirs:

Regarding Land: Lot 15, Block 13, Plan 762-0938

Second payment was late due to fact Town of Olds could not have funds available in time (as shown in letter).

City Hall was informed by phone from my office that payment was held up.

Will be applying for building permit in 30 days.

Yours truly,

"GARRY DIDRIKSON"

- New Office will be located in Parkland City Mall when completed
- Home town this is for the reason of wanting lot in Red Deer.

Commissioners' Comments

In view of the circumstances, it is our recommendation that the Land Sale Agreement be reinstated subject to the following conditions:

- (1) an affidavit be sworn by the applicant that the circumstances relating to the delinquency are true and correct.
- (2) a payment of 1½% of the purchase price be paid by the applicant for this extension.
- (3) the applicant be required to fulfill all of the original requirements of the land sale agreement.

"R.N. MCGREGOR"
Mayor

"M.C. DAY"
City Commissioner

To: The Mayor and members of Council
From: Director Economic Development on behalf of the Administration

Re: Good Host Motels Ltd.

The enclosed proposal represents a substantial revision from the original development, submitted by the above firm. It was received late last week, and, as a result, the administration has not had sufficient time to examine in detail, the proposed changes.

Briefly, Good Host Motels Ltd. obtained an option on 1.7 acres in the Norm-andeau Extension on January 17th, for the purpose of constructing a 56 unit Motel complex. Future plans called for the development of restaurant facilities. Estimated total cost was \$750,000.

On July 18th, Council agreed to allow the developer to proceed with the restaurant as Phase 1, provided that the company entered into an agreement to proceed with construction of the motel within 18 months of the option agreement.

The development plans, which we now have, call for a dining facility of 6,720 square feet as opposed to an original plan of approximately 4,200 square feet. The original Motel was to be 56 units, covering 18,900 square feet. The new plan is for 32 units covering an unspecified area. Parking on the new plan would appear to be adequate, but, without knowing the area of the motel, it is difficult to know for sure. The attached plans indicate approximately 4,300 square feet of landscaping (7.5% of the site). The original plan was for 14,600 square feet of landscaping (22% of the site). There is no minimum landscaping requirement in a C-5 Zone. Elevations indicate a major redesign of the building, however, the quality of the original appears to have been retained.

In summary, the major changes from the original would appear to be:

- (1) Increase of approximately 2,500 square feet in the restaurant
- (2) Decrease in Motel development from 56 to 32 units
- (3) Complete change in elevations
- (4) Substantial reduction in area covered by landscaping.

Once we have sufficient information to scale the parking, we are satisfied that any shortages in this area will be met by the developer. Council may wish to suggest that the landscaping at the front of the building, screening the cars, be of very high quality.

We have no objection to the change in elevation, and recommend that Council approve the new development, subject to:

- (1) it meeting parking requirements for present and future developments
- (2) The agreement approved by Council on July 11 with respect to future development commitments, be carried forward with this change
- (3) that landscaping, as previously mentioned, be of high quality to offset the reduction in quantity.

A representative of Good Host Motels will attend the meeting to answer any questions.

Sincerely for the administration
Alvin J. Scott, Economic Development

Commissioners' Comments

The attached was received too late for the administration to examine details and make firm recommendations to Council. Consequently, we would request that this matter be tabled for 2 weeks to enable the administration to analyze the changes. However, before doing this, we respectfully request direction from Council as it appears that the balance of this development has fundamentally changed from a motel with dining room to what is essentially a restaurant with possible future development in the rear of the property of a small motel unit. It is our opinion that the concept has drastically changed from the original submission and should be denied.

"R.N. MCGREGOR"
Mayor

"M.C. DAY"
City Commissioner

NO. 7

9 September 1977

TO: COUNCIL

FROM: CITY COMMISSIONERS

RE: FOLK FESTIVAL SOCIETY AND CRONQUIST HOUSE

Following is a resolution passed by Council September 2, 1975.

"RESOLVED, that Council of the City of Red Deer having considered correspondence from the International Folk Festival Society do hereby agree that the said Society be offered a 2 year option to lease a portion of land east of Great Chief Park to enable the Folk Festival Society and the City Administration to examine all aspects of the site, future roads, etc., and problems associated therewith and to finalize all of their plans and providing the said Society are able to resolve all of these problems. Council agree to consider a long term lease of this site to the Folk Festival Society.

Council further agree that all reports submitted to Council September 2nd, 1975 in connection with the above, be given consideration."

As the two year period has now expired and a lease document has never been signed for the option of the land, it is our recommendation that the proposed lease be not entered into. It should be noted that in addition to the 2 year option for the total site, Council approved the location of the Cronquist house on a portion of the site subject to the following resolution.

"That the Administration draft the terms of a written agreement to be entered into with the Folk Festival Society relative to the use and management of the Cronquist House to be referred to Council for approval."

The Recreation Department and the Folk Festival Society have reached agreement on the terms, as outlined in the resolution, and this is presently in the hands of the Solicitor for preparation of the necessary documentation for submission to Council.

R. N. McGREGOR,
Mayor

M.C. DAY,
City Commissioner

NO. 8

September 8, 1977

TO: City Council
FROM: City Assessor

RE: Utility Lot 21, Block 8, Plan 752-0506
Adjoining 29 Page Avenue

With reference to Mr. J. Bowness' letter of September 6, 1977, may I recommend the property be leased on the basis as requested, providing the area is used for landscaping purposes.



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

Commissioners' Comments

Concur with the recommendation of the Assessor, subject to no structural improvements being placed on the property in question.

"R.N. McGREGOR"
Mayor

"M.C. DAY"
City Commissioner

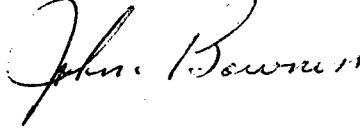
September 6, 1977

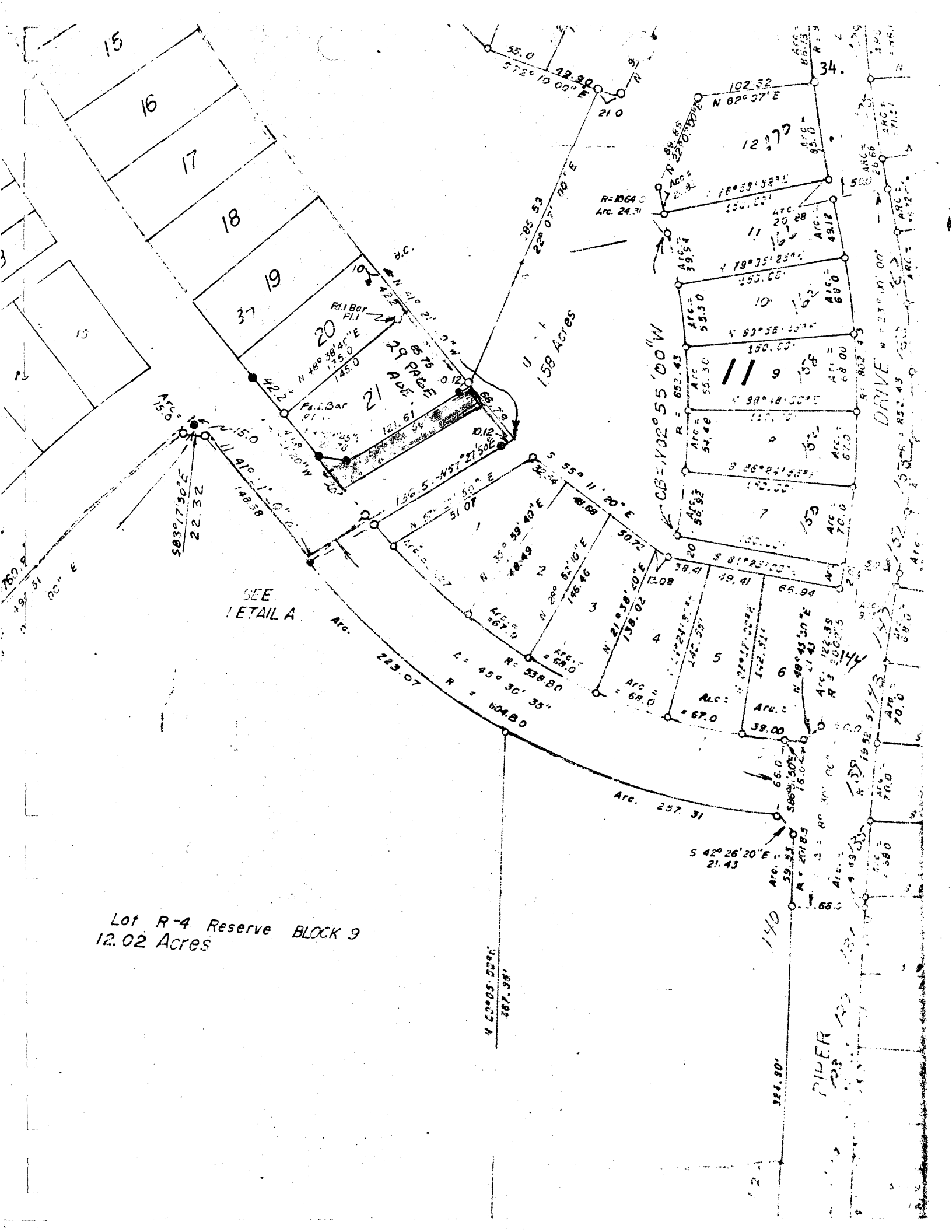
TO: City Council
FROM: John Bowness

RE: Lease north westerly 20 feet of Utility Lot 21,
Block 8, Plan 752-0506, adjoining 29 Page Avenue

I wish to lease the above described parcel of land for 20 years with a 30 day cancellation clause by either party, for a nominal lease value of \$1.00 per year.

John Bowness

A handwritten signature in cursive script, appearing to read "John Bowness", written in dark ink.



NO. 9

TO: CITY COUNCIL

September 7, 1977

FROM: CITY ASSESSOR

RE: Bylaw #2489/76, 4712 - 51 Avenue

The Licensee, Fisher & Milligan Developments, no longer owns the property that pertains to the above bylaw.

The new owner, Cascade Industries Limited, has been notified as to the encroachment of the building on City property. They have not made a submission to the City for an assignment of the bylaw. Therefore, we request that Bylaw #2489/76 be rescinded.

Yours truly



D. J. Wilson, A.M.A.A.
City Assessor

NF/ef

*attached
print indicates encroachment*

Commissioners' Comments

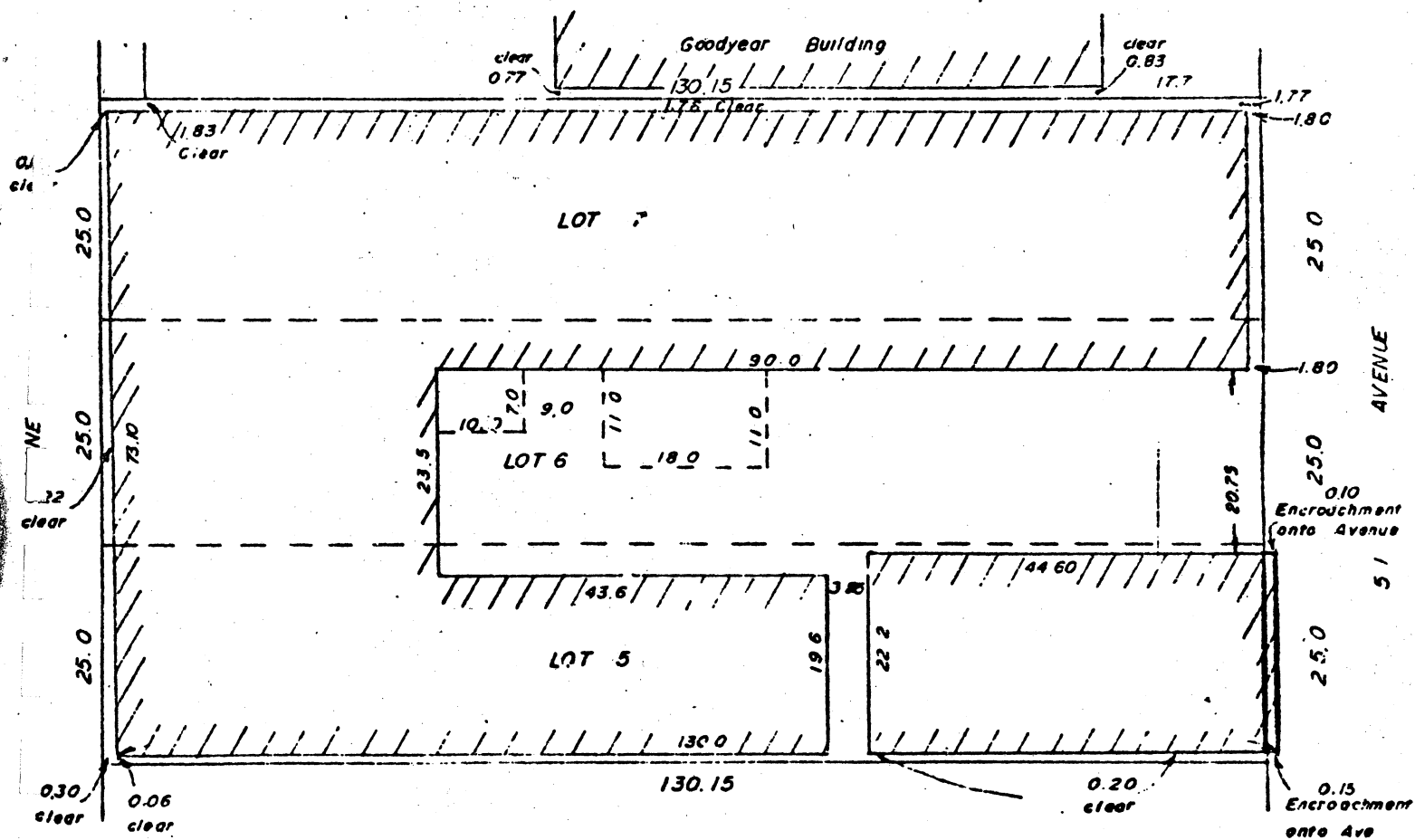
A draft bylaw # 2560/77 to repeal bylaw # 2489/76 is attached to this agenda for consideration of Council.

"R.N. MCGREGOR"
Mayor

"M.C. DAY"
City Commissioner

K

36.



NO. 10

9 September 1977

TO: CITY COUNCIL

FROM: CITY CLERK

RE: SIREN AGREEMENT

The City of Red Deer have several agreements with the Minister of National Defence for lease of sites for the placement of certain sirens for attack warning purposes.

One of the leases pertains to a site 100 sq. ft. in area located at 59th Avenue and 65th Street. The Department of National Defense have requested renewal of this lease for a period of 5 years to expire June 1982, and Council authority to execute same is respectfully requested. The lease provides for no revenue to the City of Red Deer.

If Council concur, we would suggest a resolution be passed authorizing the Mayor and City Clerk to sign all siren renewal leases with D.N.D. as they come up in the future. This would eliminate the need to bring these renewal leases forward in the future. Any proposed new leases would be brought to Council's attention.

Respectfully submitted,

"R. STOLLINGS"
City Clerk

Commissioners' Comments

Concur with the recommendation of the City Clerk.

"R.N. MCGREGOR" Mayor

"M.C. DAY" City Commissioner

NO. 11

September 9, 1977

TO: Council

FROM: City Clerk

Following are certain recommendations from the Economic Development Committee meeting of August 29th, 1977.

"That the Economic Development Committee recommend to Council that Clause 11 of Bylaw 2253 be amended to provide that a quorum of the Committee shall be a majority of the voting members thereto."

"That the Economic Development Committee recommend to Council that Clause 1(b) of Bylaw 2253 be amended by deleting therefrom the words, 'the President of the Red Deer Chamber of Commerce, the Chairman of the Chamber of Commerce Industrial Committee' and by substituting therefore the words, 'two representatives of the Red Deer Chamber of Commerce'."

"That the membership on the Economic Development Committee remain as presently exists, subject to a member from the Red Deer Labor Council being added to the membership."

If Council concur with the above we will prepare appropriate bylaw amendments for consideration at the next meeting.

R. Stollings
City Clerk

September 9, 1977

NO. 12

TO: City Council
FROM: Parking Commission

RE: Gaetz Avenue Parking Mall

The plan submitted with this Council agenda and which plan has been prepared by the Engineering Department in accordance with recommendations of the Grimble Consulting Group and the Traffic Advisory Committee, was considered by the Parking Commission at its meeting held on Thursday, September 8, 1977.

This plan was approved in principle by the Parking Commission at the aforesaid meeting subject to minor changes that might be suggested by the Downtown Business Association. Following is the resolution which was passed by the Commission in regards to the above matter.

"That the Parking Commission approve in principle the Gaetz Ave. Parking Mall plan as submitted to the Commission September 8, 1977, subject to minor changes as suggested by the Downtown Business Association and agree that same be referred to Council for approval."

It is anticipated that the aforesaid plan will be presented to the Downtown Business Association by the City administration prior to the Council meeting and hopefully some feedback will be received from the aforesaid Association prior to the Council meeting.

The following resolution was also passed by the Parking Commission in regards to the removal of parking from the north side of 49 Street between 49 Ave. and Gaetz Ave.

"That the Parking Commission recommend to Council of the City of Red Deer removal of parking from the north side of 49 Street between 49 Ave. and Gaetz Ave."

The above recommendations of the Parking Commission are respectfully submitted for Council's consideration.

Alderman J. Donald, Chairman
Parking Commission

NO. 13

TO: CITY COUNCIL

FROM: PARKING COMMISSION

At the Parking Commission meeting held on Thursday, September 8, 1977, the following resolution was passed agreeing that meters be installed on 52 Street to 53 Street between 48 Avenue and 49 Avenue.

"That the Parking Commission recommends to City Council approval of installation of parking meters on 52 Street & 53 Street between 48 Avenue and 49 Avenue and that the charge be 25¢ an hour for meters installed on 52nd Street and 20¢ an hour for meters installed on 53 Street."

It was also agreed at the above noted Parking Commission meeting that the property owners adjacent to the streets in question be notified by letter as to when this matter would be considered at the Council meeting. In view of the fact that there was not sufficient time to notify the property owners in time for consideration at the Council meeting of September 12th, it is recommended that this matter be tabled for a period of 2 weeks in order that letters may be sent and a survey undertaken.

Respectfully submitted,

Alderman J. Donald, Chairman,
Parking Commission



NO. 1

August 22, 1977

The City Clerk
The City of Red Deer
City Hall
Red Deer, Alberta

Dear Sir:

The dishwasher recommended to us by Russell Foods Ltd., as part of the total kitchen equipment includes a disposal unit in the sink where dirty dishes are rinsed prior to being placed in the dishwashing cycle. It is not intended for use as a garbage disposal unit nor, will it be used as such.

We have been advised that disposal units are not permitted in Red Deer without approval from City Council and we hereby request that such approval from City Council be considered in this instance. We understand that an additional monthly levy will be payable to the City if installation of the disposal unit is permitted and, we are prepared to accept this levy. Trusting that you will present this request to City Council on our behalf.

Yours very Sincerely,

Raj Khanna

Raj Khanna
Owner

September 6, 1977

TO: City Clerk
FROM: Acting City Engineer


RE: Garburator Installation at Gemini Inn

Part IV, Section 406 of Bylaw No. 2159 states....

"Council may from time to time by resolution permit the owner of an institution upon entering into an agreement in writing with the City to pay the increased sewer service charges hereinafter referred to, to install or cause to be installed and to use a garbage disposal unit and in any such case, the sewage service charges otherwise payable under section 701 hereof shall be increased by 25%."

Preliminary discussions with the owner indicated that the subject unit was to be installed in the dishwasher; however, as the letter indicates such is not the case. The Engineering Department recommends against the use of the garburator because approval of one would set a precedent for their widespread use. This recommendation is based on the premise that the use of garburators would increase the amount of settleable solids which would increase the loading on the Sewage Treatment Plant and perhaps cause maintenance problems on the sewer mains.

As a point of interest the City of Calgary permits garburators but regulates discharges by requiring the installation of test manholes on the service connection. In Red Deer many of the sewers, particularly in the downtown area, have minimum slopes and hence additional solids loading should be avoided.


K.G. HASLOP, P. Eng.,
Acting City Engineer

✓
RKP/ab
cc: Building Inspector
Treatment Plant Foreman

Commissioners' Comments

We concur fully with the recommendations of the Acting City Engineer and recommend the application in this instance be denied.

"R.N. McGREGOR"

Mayor

"M.C. DAY"

City Commissioner

ALLARCO DEVELOPMENTS LTD.

11456 JASPER AVENUE, EDMONTON, ALBERTA T5K 0M1
TELEPHONE: 403/482-7131

43.

NO. 2

September 6, 1977

City of Red Deer
RED DEER
Alberta

Attention: Mr. R. Stollings
City Clerk

Dear Sir:

RE: Zoning Bylaw 2011-R-77

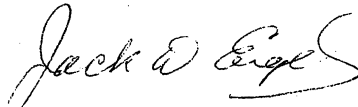
We hereby request third reading of zoning bylaw 2011-R-77 which represents the mobile home park, and the two C-5 parcel.

We have completed the conditions of subdivision and all access problems have been resolved to the satisfaction of both parties. The financial requirements for off-site servicing will be deposited in trust with the City of Red Deer solicitor on September 12, 1977.

Thank you for your time in this matter.

Yours very truly,

ALLARCO DEVELOPMENTS LTD.



Jack D. Engel

JDE:fw

Commissioners' Comments

We agree the Bylaw may be processed through third reading providing the Solicitor confirms receipt of payment prior to third reading.

"R.N. MCGREGOR" Mayor

"M.C. DAY" City Commissioner

NO. 3

UNITED WAY of Red Deer and District

PHONE 343-3900 — 221-3722-57 AVENUE



44.

P.O. BOX 97

RED DEER, ALBERTA

T4N 4R7

August 31st, 1977

Mr. M. C. Day
City Commissioner
City of Red Deer
Red Deer, Alberta

Dear Mr. Day:

We would like to thank you and through you the members of City Council for your financial help in the publishing of our "Thank You" advertisement to 1976 donors appearing in the August 20th, 1977, issue of The Advocate. A tear sheet of the advertisement is enclosed for your information.

Members of our Board of Directors and myself are sincerely grateful for this evidence of your continued support to this worthwhile community effort.

Yours very truly,

Blair Nestransky

Blair Nestransky, President

BN/dr

Encl.

RECEIVED

SEP 2 1977

No advertisement enclosed. jms



NO. 4

RED DEER PUBLIC SCHOOL DISTRICT NO. 104

4747 - 53rd Street

Phone 347-1101

RED DEER, ALBERTA

T4N 2E6

BOARD OF TRUSTEES

MRS. F. J. CRAIGIE
Chairman
G. BECKER
S. A. DYMIANIW
C. D. HOLMES
P. C. POWER
R. E. SCHNELL

September 1, 1977

ADMINISTRATIVE STAFF

W. T. BROWNLEE
Superintendent of Schools

A. B. GIBB
Assistant Superintendent

MRS. D. F. SOLTY
Administrative Assistant

K. D. GRAY
Secretary-Treasurer

DR. BRUCE HANDLEY
Co-ordinator of
Pupil Personnel
Services

J. J. KOKOTAILO
Co-ordinator of
Instruction

EDUCATIONAL CONSULTANTS

E. M. KULMATYCKI
L. N. PELTIER
A. J. SCHAUFERT

Mayor R. McGregor
City of Red Deer
City Hall
RED DEER, Alberta

Dear Mr. McGregor:

The Red Deer Public School Board would like to suggest that a standing committee consisting of one member from each of the school boards, a hospital representative and a city representative be established to provide liason between these organizations as the need arises.

They were concerned over the recent request for tax rebates from the Hospital Board. The matter was considered and passed by City Council without the School District being aware of the request. This results in a situation where even though the school jurisdictions might have very legitimate reasons for opposing the rebate, they are under strong pressure to approve it because of the precedent established by the City of Red Deer.

The Board feels that with the rapid growth of the City, numerous other occasions will arise where prior consultation would be in the interest of all concerned.

They would appreciate your reaction to this request.

Yours truly,

W. T. Brownlee

W. T. Brownlee,
Superintendent of Schools.

WTB:jhb

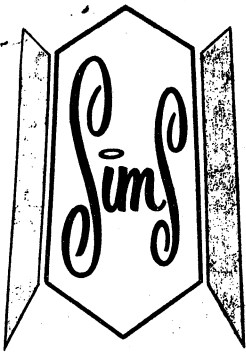
c.c. - Mr. K. Sproule, Chairman
Red Deer Regional Hospital Board
c/o Red Deer General Hospital
RED DEER, Alberta

Commissioners' Comments

We can see no objection to the formation of a joint committee as suggested by the Public School Board.

"R.N. McGREGOR"
Mayor

"M.C. DAY"
City Commissioner



NO. 5

The Home of the Gallery

August 29, 1977.

FURNITURE
LTD.

City of Red Deer,
City Hall,
Red Deer, Alberta.

ATTENTION: Mayor and City Commissioner

Dear Sirs:

This letter will confirm our conversation of Friday, August 26, 1977, regarding our decision to terminate the land sales agreement between ourselves and the city of Red Deer.

Our reasons as discussed are as follows:

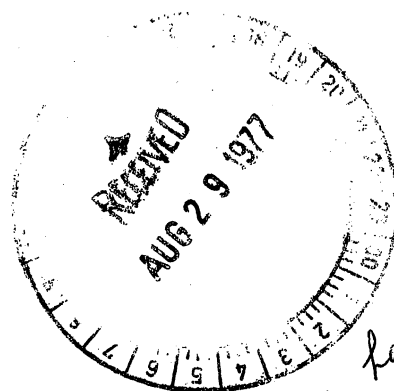
- the city's decision to re-zone I-one areas to combination C-five areas allowing retail sales in these zones.
- land costs comparisons make our project totally impossible as we must charge ourselves an average of three dollars and seventy one cents per square foot amortized over twenty-five years, verses competitors paying an average of two dollars and fifty cents per square foot.
- total square footage of furniture retail sales outlets in Red Deer excluding our new proposal would be in excess of 100,000 (one hundred thousand) square feet. We had originally applied for a furniture retail outlet in these same industrial areas and were turned down due to area rezoning. The ink was not even dry on our agreement with the city and in the next breath this particular land was re-zoned to accept retail development.

We feel that the above mentioned is justified in requesting that our land sales agreement be cancelled and our deposit refunded.

Yours truly,


G.E. Sinclair.

CES/kvs



*Recd. by Land
Pms.*

September 8, 1977

TO: City Clerk

FROM: Director Economic Development

Re; Sims Furniture Ltd.

I would recommend that we terminate our option agreement with Sims Furniture Ltd., however, I cannot support a refund of the option payment.

An option payment is made in order that a developer may hold a parcel of land off the market for a sufficient time to complete his plans and determine the feasibility of proceeding with a development.

City Council made a decision in June to consider Furniture warehousing in I-1 Zones. Sims have therefore had ample opportunity prior to the date of their letter to terminate the agreement.

Land costs in the Normandeau Extension are \$6,000 per acre higher than the I-1 portion of Northland Industrial Park. On a two acre parcel, this would be \$12,000 extra, or approximately 0.35 per foot on the planned building - a very small premium when amortized over 25 years. The land cost therefore, would have very little bearing on the lease cost per year.

sincerely

Alan V. Scott
Economic Development

September 8, 1977

TO: City Clerk
FROM: City Assessor

RE: Sims Furniture Ltd.

In reply to your letter of September 2, 1977, respecting Sims Furniture Ltd. request for a refund of monies paid for a ninety option, may I recommend the request be denied. Option monies are paid for the privilege of taking property off the open market and allowing time for the optionee to further their studies, etc.



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

Commissioners' Comments

We concur with the recommendations of the Administration.

"R.N. McGREGOR"
Mayor

"M.C. DAY"
City Commissioner

Doherty Development & Consulting Ltd.

51.

PHONE 482 - 6014

NO. 6

August 26, 1977

201 - 10240-124 STREET,
EDMONTON, ALBERTA

The City of Red Deer,
City Hall,
Red Deer,
Alberta
T4N 3T4

Attention: Mr. R. Stallings
City Clerk

Dear Sir:

Re: Lot 8, Block 2, Plan 762-0870
Northlands Industrial Park
City of Red Deer

We are requesting on behalf of the owners that the land sale agreement on the above subject property be extended to March 15, 1979, from September 9, 1977.

Our request on behalf of the owners, Hicke Real Estate, comes from the following situations:

1. The original building approved was not conforming to the zoning regulations for businesses in the area.
2. In December of 1976 footings were placed on the subject site and a city manhole was found to be located in the middle of the building. We requested engineering to remove the manhole at their earliest convenience but to date it remains.
3. We re-designed the building with assistance from the City of Red Deer building department and in June of 1977 received approval for the new design.

With this situation in mind and having discussed the situation with the Building Inspection department, Engineering department and City Accounts department, and expecting full support from each of these, we request that the extension be granted as requested.

We make further reference to clause C page 4 of the agreement and suggest it be deleted in its entirety as it is incorrect and irrelevant according to the building recently re-designed and approved.

*Recd
12/29/77
R.S.*

-2-

We would expect to commence construction within the next few weeks, upon completion of leases under negotiation.

We anticipate the matter appearing before City Council on September 12, 1977 and we shall be in attendance at that time.

Yours truly,

Doherty Development & Consulting Ltd.



R.H. Doherty

September 8, 1977

TO: City Clerk
FROM: City Assessor

RE: Lot 8, Block 2, Plan 762-0870
Northlands Industrial Park
City of Red Deer & Hicke Real Estate Ltd.

With reference to your memo of August 30, 1977, we submit the following resume.

Dec. 9/75	Land Sale Agreement signed by City of Red Deer and Hicke Real Estate.
Mar. 9/76	Option to purchase exercised by Hicke Real Estate.
Oct. 27/76	Total Purchase Price paid in full.
Nov. 9/76	Construction was to be commenced. (Footing in ground).
Nov 22/76	Council granted an extension for commencement of construction to December 31, 1977.
Dec. 6/76	Foundations for original building were completed. These foundations were later found to be non-conforming.
Jun 30/77	M.P.C. approved newly designed building.
Aug 18/77	Field inspection indicated that original foundations had not been removed and new foundations constructed.
Sept 9/77	Completion date for proposed development.


As per clause (e) page 4, of the land sale agreement which reads as follows we would interpret the land sale agreement to be null and void as of September 9, 1977.

Clause (e)

"Notwithstanding anything herein contained, should the Purchaser default in making payment of any installment of principal or interest under this agreement, or default in commencing construction within the time stipulated, the City at its option may declare the agreement to be null and void and the City shall be entitled to receive and the Purchaser shall pay to the City as liquidated damages and not

Page 2
September 8, 1977

as penalty or forfeiture, an amount equal to $1\frac{1}{2}\%$ per month, calculated monthly from the date hereof on the total purchase price to be paid for the lands under this agreement. The City shall be entitled to deduct such amount, together with any expenses, incurred by it in clearing the site as hereinafter provided, from any funds paid to it by the purchaser hereunder and refund any surplus then remaining to the Purchaser. In the event that Title to the said lands has been transferred to the Purchaser, the Purchaser shall on demand forthwith execute and deliver to the City a registrable transfer back of Title to the said lands and agrees to reimburse the City for all cost incurred by it in removing any foundation or debris or other building materials from the said lands and restoring the site to its original state."


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

55.
RED DEER REGIONAL PLANNING COMMISSION

4920 - 59 STREET

P.O. BOX 5002

TELEPHONE: 343-3394

RED DEER, ALBERTA
T4N 5Y5

FILE No.

September 7, 1977

Mr. R. Stollings,
City Clerk,
City Hall,
Red Deer, Alta.

Dear Sir:

Re: Lot 8, Block 2, Plan 762-0870
Northland Industrial Park.

We acknowledge receipt of your letter dated August 30, 1977,
requesting comments on a letter from Doherty Development & Consul-
ting Ltd.,

We have no objection to extending the terms of the land sale
agreement.

Yours truly,



Monte Christensen,
ASSOCIATE PLANNER

/cc

MEMBERS

CITY OF RED DEER - TOWN OF CARSTAIRS - TOWN OF CASTOR - TOWN OF CORONATION - TOWN OF DIDSBURY - TOWN OF INNISFAIL - TOWN OF LACOMBE
TOWN OF OLDS - TOWN OF ROCKY MOUNTAIN HOUSE - TOWN OF STETTLE - TOWN OF SUNDRE - TOWN OF SYLVAN LAKE - VILLAGE OF BENTLEY - VILLAGE OF BLACKFALDS
VILLAGE OF BOWDEN - VILLAGE OF CAROLINE - VILLAGE OF CREMONA - VILLAGE OF ELMORA - VILLAGE OF PENHOLD - SUMMER VILLAGE OF GULL LAKE
SUMMER VILLAGE OF ROCHON SANDS - COUNTY OF LACOMBE No. 14 - COUNTY OF MOUNTAIN VIEW No. 17 - COUNTY OF PAINTERTH No. 18 - COUNTY OF RED DEER No. 23
COUNTY OF STETTLE No. 6 - IMPROVEMENT DISTRICT No. 10

September 7, 1977

TO: City Clerk
FROM: Acting City Engineer

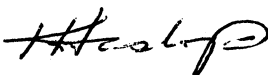
RE: Lot 8, Block 2, Plan 762-0870
Northland Industrial Park

To the best of our knowledge, the following order of events happened regarding the manhole on the above mentioned site.

1. The manhole was constructed as a small holding tank for sewerage from the construction trailer used by City crews during utility construction in Northlands Industrial Park.
2. The trailer was removed in October 1976.
3. A call was received from Mr. A. Cadman requesting removal of the manhole. We believe the call came sometime during December 1976 or January 1977.
4. The manhole was removed on February 16, 1977 by the Sewer and Water Department.
5. At least another 2 calls were received requesting removal of this manhole after it was in fact removed.

A field inspection by Mr. J. Engles, W. Higgins, A. Giessler, and P. Grainger on September 7, 1977 revealed a stub of black P.V.C. (plastic) pipe stuck in the ground. This piece of pipe was being referred to as a manhole on previous requests for removal. Since it was an insignificant piece of pipe, it was continually by-passed by our crews; although an inexperienced person could have considered it important.

Submitted for your information.


K.G. HASLOP, P. Eng.,
Acting City Engineer

PEG/ab

Commissioner's Comments

It is our understanding that the subject property originally sold to Hicke Real Estate is one of the assets involved in the transfer of ownership of Hicke Real Estate to Allarco. In view of the internal problems associated with a take over of this nature it has been difficult for the new owners to resolve all of the problems associated with this property and live up to the terms of the land sale agreement entered into with Hicke Real Estate. It is for these reasons that we feel Council may wish to grant a further extension to the land sale agreement and not for the reasons as outlined in the letter from Doherty Consulting Ltd. In their letter they state that the original building as approved was not conforming. This is true but this was not discovered by either party until they submitted plans for a completely revised development and could be in no way construed as an excuse for delay. In addition the manhole referred to in item 2 of their letter was removed in February of 1976, long before they decided for a revised development. As stated in the Engineer's Report what they are referring to as a manhole as a scrap piece of plastic pipe which would be recognized as such by an experienced person.

In view of the above we would recommend a 6 month's extension to Feb. 28/78, certainly not an extension to March 15, 1979, as requested.

In granting this extension we further request that the developer be required to pay $1\frac{1}{2}\%$ per month of the full purchase price for this full 6 month's extension (Sept. 1977 to February 1978 inclusive).

With respect to clause C, Page 4, of the agreement referred to by the developer, dealing with site coverage, we recommend this be modified to read 11,275 sq. ft. being 30% of the site rather than the present wording of 12,487.2 sq. ft. being 33 $\frac{1}{3}\%$ of the site, as this relaxation is not significant in view of the site being a corner property.

"R.N. McGregor"
MAYOR

"M.C. Day"
CITY COMMISSIONER

NOTICES OF MOTIONNO. 1

The following notice of motion was submitted by Alderman Taylor August 29, 1977.

"WHEREAS Section 29 (1)(b) of the Municipal Government Act:

'A person is not qualified to remain a member of the council if he absents himself, without being authorized by a resolution of the council to do so, from the meetings of the council for three regular consecutive meetings',

does not provide enabling jurisdiction for unreasonably desultory attendance by a council member;

BE IT RESOLVED that the Council of the City of Red Deer petition the Government of Alberta to extend this section of the Municipal Government Act to include enabling legislation to deal with the problem of unreasonably desultory attendance of a council member; and

BE IT FURTHER RESOLVED that a suitable resolution be forwarded to the A.U.M.A. for consideration at the 1978 annual meeting."

NO. 2

The following notice of motion was submitted by Mayor McGregor.

"The 1977 Alberta Summer Games held in Red Deer, Alberta, September 2nd to 5th is now history.

AND WHEREAS, the Chairman and Board of Directors of the Red Deer Summer Games Society, together with numerous community volunteers contributed many hours of time, effort and talent to ensure the success of the games.

THEREFORE BE IT RESOLVED, that the Council of the City of Red Deer record an expression of Thanks and sincere appreciation to all of its citizens involved in making this Provincial Sporting event the success that was attained. Further as a result of this effort The City of Red Deer has been acknowledged and accepted Provincially as a community with a quality of pride, spirit and ability to host Alberta Games. Commodities vital to our continued growth and well being of our citizens."

NO. 3

Taylor.

The following notice of motion was submitted by Alderman

"That hours of service for the Ross Street Fas Gas Service Station be set from 7 a.m. until 10:00 p.m. each weekday."

BYLAW NO. 2011/MM-77

Being a Bylaw to amend Bylaw No. 2011 as amended being the Zoning Bylaw of the City of Red Deer.

- (1) Bylaw No. 2011, as amended is further amended as hereinafter set out.
- (2) Section 6A, subsection 7 is amended by deleting the words "the Mayor or Deputy Mayor is present" and replacing with the words, "the Mayor, Deputy Mayor or a member of Council is present."
- (3) Section 6A, subsection 9(a) is amended by inserting after the words "Deputy Mayor", the phrase "or failing him, a member of Council".
- (4) This Bylaw shall come into force upon the final passing thereof.

READ A FIRST TIME IN OPEN COUNCIL this day of A.D., 1977.

READ A SECOND TIME IN OPEN COUNCIL this day of A.D., 1977.

READ A THIRD TIME IN OPEN COUNCIL AND FINALLY PASSED this day of
A.D., 1977.

MAYOR

CITY CLERK

BYLAW NO. 2011/NN-77

Being a Bylaw to amend Bylaw No. 2011 as amended, being the Zoning Bylaw of the City of Red Deer.

- (1) Bylaw No. 2011, as amended, is further amended as hereinafter set out.
- (2) Table 11, Use Table for I-2 Zone is amended by adding to the Condition, Qualification and Exceptions, the following:
"9. Ready-mix concrete manufacturers may, with the approval of the Municipal Planning Commission, be permitted as a conditional use in that portion of the Golden West Subdivision lying west of the C.P.R. railway, north of 67th Street and south of the south boundary of Section 31-38-27-W4. Ready-mix concrete manufacturers are defined as those establishments engaged only in mixing and delivering ready-mix concrete."
- (3) This Bylaw shall come into force upon the final passing thereof.

READ A FIRST TIME IN OPEN COUNCIL this day of A.D., 1977.
READ A SECOND TIME IN OPEN COUNCIL this day of A.D., 1977.
READ A THIRD TIME IN OPEN COUNCIL AND FINALLY PASSED this day of
A.D., 1977.

MAYOR

CITY CLERK

BYLAW NO. 2011/00-77

Being a Bylaw to amend Bylaw No. 2011, as amended,
being the Zoning Bylaw of the City of Red Deer.

- 1) Bylaw No. 2011, as amended is further amended as hereinafter set out.
- 2) Table 25A, Use Table for R4A Zone is amended by adding the words, 'or upon an approved treated wooden basement or foundation'.
- 3) This Bylaw shall come into force upon the final passing thereof.

READ A FIRST TIME IN OPEN COUNCIL this day of A.D., 1977.

READ A SECOND TIME IN OPEN COUNCIL this day of A.D., 1977.

READ A THIRD TIME IN OPEN COUNCIL AND FINALLY PASSED this day of
A.D., 1977.

MAYOR

CITY CLERK

BYLAW NO. 2282/S-77

Being a Bylaw to amend Bylaw No. 2282, the Traffic
Bylaw of the City of Red Deer.

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

- (1) Bylaw No. 2282, as amended, is further amended as to
Section 402(1) by deleting therefrom all of the words
appearing therein and by substituting the following
therefore:

"No person shall conduct an organized foot race
upon any highway unless written permission is
first obtained from the Commissioners."

READ A FIRST TIME IN OPEN COUNCIL this day of A.D., 1977

READ A SECOND TIME IN OPEN COUNCIL this day of A.D., 1977

READ A THIRD TIME IN OPEN COUNCIL AND FINALLY PASSED this day of
A.D., 1977.

MAYOR

CITY CLERK

BYLAW NO. 2560/77

Being a Bylaw to repeal Bylaw No. 2489/76 of the City of Red Deer.

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

- (1) Bylaw No. 2489/76, being a bylaw to grant a license to Fisher & Milligan Developments Ltd. to occupy a portion of City of Red Deer streets is hereby repealed.

READ A FIRST TIME IN OPEN COUNCIL this day of A.D., 1977.

READ A SECOND TIME IN OPEN COUNCIL this day of A.D., 1977.

READ A THIRD TIME IN OPEN COUNCIL AND FINALLY PASSED this day of
A.D., 1977.

MAYOR

CITY CLERK

**** ADDITIONAL AGENDA ****

For regular meeting of Council, MONDAY,
SEPTEMBER 12th, 1977.

- (1) Electric Utility Bylaw
- (2) Red Deer Fire Fighters Association Local 1190

DATE: September 12, 1977

TO: City Clerk

FROM: City Treasurer

RE: ELECTRIC UTILITY BYLAW

Calgary Power had advised the City in December, 1976 of rate schedule increases of 17.4% January 1, 1977 and 10% October 1, 1977. As a result of this information increases in the Electric rates charged by the City were approved by City Council to recover the Calgary Power increases. The City rate increases were 11% January 1, 1977 and 6.5% October 1, 1977.

Calgary Power have advised the 10% increase to be effective October 1, 1977 will likely be postponed at least one month. An amendment to the Electric Utility Bylaw is attached to repeal the October 1, 1977 increase. If Council approve the amendment, when Calgary Power do increase their rates an appropriate amendment would again be brought forward.



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

AW:mw

CC: E. L. & P. Superintendent

Att'd.

September 12, 1977

TO: CITY COUNCIL

FROM: CITY COMMISSIONERS

RE: RED DEER FIRE FIGHTERS ASSOCIATION, LOCAL 1190

At a meeting of the Personnel Committee, held in the Office of the Commissioner, Monday, September 12, 1977 at 12:00 Noon, the following resolution was passed:-

"The Personnel Committee having considered the I.A.F.F. letter of September 5, 1977 and having considered the Mayor's letter of December 13, 1974 and having considered the reports of the Mayor and City Commissioner dated September 12, 1977, and having read and considered the Decision of the Board of Arbitration of June 15, 1977 which dealt with and determined that the said Mayor's letter of December 13, 1974 imparts "no binding commitment to implement the program now or in the future but are nothing more than a statement of policy or personal conviction that may or may not be translated into action" recommend to Council:-

- 1) that all future negotiations shall only be carried on directly with the City's Negotiating Committee,
- 2) that the Personnel Committee does not support the concept of parity with Calgary and Edmonton at this time.

The Personnel Committee further recommends to Council that the City take all necessary steps to recover costs in connection with the appeal which was abandoned by the I.A.F.F."

The following is submitted for your information and consideration.

R. N. MCGREGOR,
Mayor

H. MICHAEL C. DAY,
City Commissioner

/pms

September 12, 1977

TO: PERSONNEL COMMITTEE

FROM: MAYOR R.N. MCGREGOR

At the time of settlement of the 1975 contract between the City and the I.A.F.F., and at the request of the Union and after reviewing the matter with the City Solicitor, on behalf of the Negotiating Committee, I wrote the attached letter indicating that, as part of a program to relate the salaries of our Red Deer Fire Fighters to those paid in Calgary and Edmonton, I was prepared to RECOMMEND to COUNCIL on an ANNUAL BASIS the concept of endeavoring a catch-up program prorated over five (5) years at the rate of \$25.00 per month. I did so at that time, in the light of the beginnings of the rapid growth of Red Deer, and the Provincial Government's policy of decentralization, both of which I felt were likely to affect overall wages in our community.

On behalf of the Negotiating Committee I gave a commitment to the I.A.F.F. that we would make a recommendation to Council, I have never at any time indicated that we would not make this recommendation to Council. In line with this commitment unless Council should otherwise direct, I am prepared to present the attached letter to Council at the time the Negotiating Committee brings forward its memorandum of agreement and recommend, at that time, that Council consider the concept of endeavoring a catch-up program.

It now appears that the Union is refusing to negotiate until Council has dealt with this recommendation in isolation, and that the Union is intent on by-passing the Negotiating Committee and dealing directly with Council. If Council supports this concept in isolation, there will exist no opportunity for any meaningful modification to the non-monetary clauses in the contract.

I thus find myself in a dilemma. On the advice of our Solicitor, Mr. Thompson, the matter should not be considered by Council in isolation. Notwithstanding his advice, in yet another attempt to act in good faith to resolve our difference, I am placing this before Council.

I am very disappointed in the actions of the I.A.F.F. In 1974/1975 I bent over backwards in an effort to improve the climate between the I.A.F.F. and the City, only to face this attitude on the part of the I.A.F.F. Negotiating Team.

R.N. MCGREGOR,
Mayor

September 12, 1977

TO: PERSONNEL COMMITTEE

FROM: CITY COMMISSIONER

Before the Personnel Committee today is a letter from Local 1190 of the I.A.F.F. dated 5th September 1977 addressed to the Mayor, indicating that the Union will not negotiate any further until the recommendations of the Negotiating Committee contained in a letter dated 13 December 1974, are placed before Council.

Also before the Personnel Committee is a letter from our Solicitor in Labour Relations, Mr. Brian Thompson, dated 9th September 1977 in which he clearly indicates that this matter should not be placed before Council in isolation.

Before dealing with both of these letters, I would first like to outline for the Personnel Committee, in chronological order, the events which have led up to the present position.

Prior to my arriving in the City, a one year collective agreement for 1975 was negotiated, ratified and put into effect by both parties. The wage increase contained in this agreement was an estimate of the average Calgary/Edmonton increase plus \$25.00, leaving our Fire Fighters approximately \$100 behind Calgary/Edmonton. When the Calgary/Edmonton contracts were finalized, however, they were higher than anticipated leaving the Red Deer Fire Fighters approximately \$175 behind the average of Calgary/Edmonton.

At the time of settling the agreement a letter was written to the Union, dated 13th December 1974, signed by the Mayor on behalf of the Negotiating Committee, outlining a course of action which would be RECOMMENDED TO COUNCIL on an ANNUAL BASIS, each of the next four (4) years.

The terms of the collective agreement require either or both parties to request in writing the opening of negotiations for a 1976 contract. This was done by the Union on 19th November 1975 and by the City on 4th December 1975.

On 10th December 1975 a meeting was held between both parties to exchange written requests for changes to the agreement. The City submitted two (2) pages of requests for changes while the Union submitted thirteen (13) pages of requests and reserved the right to submit further requests.

This then, was the situation when I first met with the Union as part of the Negotiating Committee on 4th March 1976. At the meeting the Union added a further three (3) pages of requests for changes to the contract. Discussions were conducted on the original and new requests of the Union. The meeting was adjourned at 7:15 p.m. with no progress having been made.

At this point I found myself in a difficult position. It was my contention that the letter from the previous Negotiating Committee was not contractually binding on the City in a manner which would exempt such increases from A.I.B. guidelines. This view was supported by our Solicitor and its contractual significance was subsequently tested by a Board of Arbitration. The decision of the Board was that the letter was not part of the 1975 agreement and would not make any automatic adjustments to future salaries.

Consequently, whether or not we like the A.I.B. regulations, they are the laws of the land, and as such the City is bound by them. This stance has governed all our subsequent actions in negotiations.

On June 7th, a letter was received from the Solicitor representing the Union requesting a retroactive pay increase for the 1975 collective agreement, using as justification the letter dated 13th December 1974.

At this point in time we felt the City was justified in holding in abeyance any further negotiations on any monetary clauses of a 1976 contract until the outstanding question of money for the 1975 contract was settled. It is my considered opinion, supported by our Solicitor, that it is impractical to negotiate a new contract, particularly the issue of wages, unless we know the base rate in force and from which we start. NOTWITHSTANDING this justification, we elected not to use technicalities but to continue negotiations in an effort to solve any problems and arrive at a new mutually acceptable contract which would enable us to resolve once and for all, any differences regarding the present and the future and provide a clear slate from which to negotiate contracts in the years ahead.

On July 6th, 1976 a further meeting was held by both parties to continue negotiations as outlined above. Again, after an all day session, little was achieved with most items in dispute still unresolved.

On July 20th, 1976 a letter was received from the Solicitor for the Union requesting our answer to his letter of June 7th, 1976. I was surprised to receive this letter as we had elected to continue negotiations as an expression of good faith, and as this question was one of the items under discussion I assumed the Solicitor for the Union would have been so informed. In view of the wording of his letter, however, the City Solicitor responded on 22nd July 1976, rejecting the Union position on 1975 wages.

On the 27th July 1976, a further meeting was held to continue negotiations. In view of the circumstances, however, this meeting was held on a "Without Prejudice" basis as yet further evidence of our willingness to negotiate in good faith despite the fact that the Union still disputed the executed 1975 contract. At this meeting the Union introduced for the first time, as their negotiator, Mr. Gordon Anderson, a V.P. of the I.A.F.F. from Vancouver. Although this meeting went almost continually from early in the morning of the 27th July 1976 to 1:15 a.m. the following morning, it was a

refreshing experience to deal with a professional negotiator. For the FIRST TIME since negotiations began with the Union, we made progress. A three year agreement was being considered and at the end of the meeting both sides retired to consider their positions, with all items in dispute having been resolved except for two questions, one on a change in the hours of work for the Fire Inspectors and the other, some form of lump sum payment for the imbalance in the 1975 contract PERCEIVED by the Union. The City Negotiating Team formulated its response to these two questions.

A few days later, I received a telephone call from Mr. Rangen of the Union indicating that the I.A.F.F. intended to file a grievance on the wage settlement contained in the 1975 contract. I expressed my surprise that the Union, while legally entitled to challenge the 1975 contract, would adopt this position when we were so close to a settlement for three (3) years and without at least the courtesy of returning to the bargaining table to hear each others position on the two outstanding items. I was informed that the Union did not think the A.I.B. would approve a three year contract of the nature on which we had nearly reached agreement. At this point it appeared to me that the Union was endeavouring to overcome the A.I.B. guidelines.

On 17th August, 1976 a letter was received from the Union requesting a grievance hearing on the subject of the wages negotiated in the 1975 contract. The City replied to this letter on 26th August 1976, establishing 2nd September as the date of the grievance hearing. The hearing was duly held and that same day the City responded in writing to the I.A.F.F. denying their grievance.

At a meeting on 16th September 1976 the Union had its Solicitor present and it became immediately apparent that, notwithstanding their letter which had specifically requested a meeting for the purpose of negotiating, their sole purpose was to persuade the City to make a joint submission with the Union to the A.I.B. to obtain an interim opinion on the proposed three year agreement. It was suggested to the Union that this was not the most desirable course of action as the A.I.B. was far more likely to give favourable consideration to a settlement in excess of the guidelines if a contract was agreed to and ratified by both parties, rather than merely asking A.I.B. if it was acceptable to exceed its guidelines. The Union, however, was unprepared to follow this course of action, preferring instead to keep its options open. Clearly, the Union was not prepared to enter into an agreement unless it knew with certainty prior to signing such an agreement, that the A.I.B. would, in fact, approve it. It is my opinion that this action more clearly indicates that the Intention of the Union was not the negotiation and settlement of a just and fair contract, but rather an effort to seek out ways and means of overcoming the A.I.B. guidelines. As before this meeting ended without resolution of the problems.

On 21st September 1976 a letter was received from the Union indicating that they were taking their case regarding the 1975 contract to Arbitration.

Following this a letter was received on 1st October 1976 for the first time clearly indicating that the Union recognized that their position and actions relating to the 1975 contract effectively prevented further negotiation on salary, but requesting a further meeting to negotiate many other items.

A meeting was held on 2nd November 1976 at which time the new Union Executive was introduced to the City, the Chairman of the Negotiating Committee, however, remaining the same. Again nothing was resolved.

On 31st March 1977 the grievance of the Union regarding the 1975 contract was heard. At this time the Union tried to argue that the letter dated 13th December 1974 was clearly a 5 year agreement between the City and the I.A.F.F., though as stated, in the final Arbitration Award received in June 1977 which dismissed the grievance....."Counsel for the Association abandoned any serious attempt at sustaining the Clause (1.01(b) in the Contract) as a five year commitment". Further the Arbitration Board ruled with respect to the letter that....."Those words impart no binding commitment to implement the program now or in the future but are nothing more than a statement of policy or personal conviction that may or may not be translated into action".

On 15th June 1977 we received a letter from our Solicitor indicating that the Union had appealed the decision of the Arbitration Board to the Court of Appeal.

A further meeting was set for 23rd August 1977 but I indicated to the Union that as long as the appeal was pending we could not satisfactorily negotiate wages as we still did not know the final 1975 rate. At that time it was indicated to me that the appeal was filed to meet a legal deadline, but, in fact, the Union had no intention of pursuing the appeal any further.

On 24th August 1977, again notwithstanding the pending appeal, as evidence of good faith, the City met with the Union to try to resolve our differences. When asked by the City if the appeal had been abandoned by the Union as indicated in the telephone conversation, we were informed that they had not yet gotten around to it. On the advice of our Solicitor, we agreed to continue on a "Without Prejudice" basis, accepting the Union offer to dictate a letter then and there to their solicitor instructing him to abandon the appeal.

At this point we endeavoured to convince the Union Negotiator that we were concerned that our Fire Fighters had not had a salary increase since 1975 and we wanted to settle this dispute once and for all. Accordingly we offered a new three (3) year settlement, considerably above the guidelines

which would maintain the Red Deer I.A.F.F. in the same relative position they have had with Lethbridge, Medicine Hat, Calgary and Edmonton for the last ten years. Attached to this offer were changes to two (2) clauses in the existing contract. The Union said neither yes nor no to this offer but rather as in the past, tried to maintain open this option while seeking further concessions. Instead they placed before the City some new clauses for consideration and indicated that they thought a three year agreement was not advisable as the A.I.B. guidelines might be lifted. Again the meeting ended with no resolution.

A further meeting was held on 31st August 1977. The position of the Union at this meeting was entirely based on the Mayor's letter of 13th December 1974. Regardless of the ruling of the Arbitration Board, the Union insisted that their position was based on Calgary/Edmonton as outlined. Again the meeting ended with no resolution.

On 5th September 1977 a further meeting was held at which time the Union presented to the City two letters, one asking for an interim increase and one indicating the I.A.F.F. flatly refuses to negotiate any further until the letter of 13th December 1974 is taken to open Council.

This then describes the events that have led us to the position we find ourselves in today. On the one hand we have the Union refusing to bargain further until the letter of 13th December 1974 is placed before Council, and on the other hand we have a legal opinion indicating that Council should not consider the case.

I dislike the idea of negotiating a union contract in public as the Union seems bound and determined to do. Equally, if this is the position the Union desires to take I am quite prepared to negotiate a contract in open Council as the weight of evidence is on my side.

Regardless of the legal opinion, again as a demonstration of good faith by the City to the Union, and notwithstanding A.I.B. rules and regulations, I believe that, from a pragmatic standpoint, the only course of action is for Council to consider the Union's position and rule on the issue so that both sides can formulate an acceptable agreement.

Respectfully submitted,

H. MICHAEL C. DAY,
City Commissioner

HMCD/pms

Red Deer Fire Fighters Association Local 1190

AFFILIATED WITH
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, AFL-CIO
ALBERTA PROVINCIAL ASSOCIATION OF FIRE FIGHTERS
ALBERTA FEDERATION OF LABOUR, CLC

ALL COMMUNICATIONS TO BE ADDRESSED
TO THE SECRETARY

RED DEER, ALBERTA September 5, 1977

Mayor R. M. McGregor
City Hall
Red Deer, Alberta

Dear Sir:

RE: Negotiations of a collective agreement
between the City of Red Deer and the
International Association of Fire Fighters,
Local 1190.

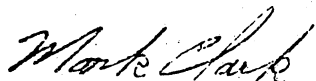
The Red Deer Fire Fighters Association request that you
recommend to City Council the 5 year pro rated "catch up"
program that was agreed upon in 1975 negotiations and
outlined to us in your letter of December 13, 1974.

It is obvious that no further meaningful negotiations can
take place until this step has been taken. We therefore
ask that you present this position as soon as possible.

Further, we request that the association be represented
at the meeting to assist in the presentation and explanation
of the concept.

Since the Fire Fighters have been without a current agreement
since 1975, you will appreciate the urgency of this matter
and we will expect a reply at your earliest convenience.

Yours truly,



Mark Clark
Secretary-Treasurer
Local 1190

c.c. Red Deer City Aldermen
Mr. J. McLean
Commissioner M. Day

NEUMAN·THOMPSON BARRISTERS/SOLICITORS

September 9, 1977

Mr. M. Day, Commissioner
City of Red Deer
RED DEER, Alberta

Dear Sir:

RE: Fire Fighters Local 1190 -- Appeal of Arbitration Award
of Mr. P. Owen

Please find enclosed a copy of correspondence received at this office on September 8, 1977 with enclosed Notice of Abandonment. This notice was filed in the Appellate Division on Wednesday September 7, 1977. In affect, this document withdraws the action by the Fire Fighters to challenge the decision of Mr. Peter Owen. As a result of the filing of this document, the City of Red Deer is entitled to costs in this action. Would you please advise as to whether or not you wish the costs collected from the Fire Fighters Local 1190.

I understand that Local 1190 has requested the Negotiating Committee of the City of Red Deer to place before City Council a five year wage package which provides for parity over the term of five years. It is further my information that the Negotiating Committee on behalf of Local 1190 have refused to bargain on any other issues until such time as this matter is placed before City Council.

We have the following observations with respect to these matters:

1. Under the terms of the Fire Fighters and Policemen Labour Relations Act R. S. A. 1970, Chapter 143 as amended, the

. . . / 2

members of the Bargaining Committee appointed on behalf of Local 1190 are required to "bargain collectively" which is defined under the act as "means to negotiate in good faith with a view to the conclusion of a Collective Agreement". Section 22 of the act provides that any person who contravenes this act is guilty of an offense and liable on summary conviction to a fine of not more than \$1000. and in default of payment to imprisonment for a term not exceeding 90 days. The action of the Bargaining Committee of Local 1190 in refusing to negotiate on all terms and conditions excepting wages or until such time as wages are placed before City Council, may well be in breach of the statute and may subject them to prosecution as a result of these actions.

2. Under the terms of the Fire Fighters and Policemen Labour Relations Act the municipality has the right to bargain "through a committee appointed to bargain on its behalf". Pursuant to that clause, a negotiating committee made up of yourself, Mayor McGregor and John McLean is the statutory body who has been authorized on behalf of the city to negotiate a Collective Agreement with Local 1190. Normally, the two negotiating committees will conclude a "memorandum of agreement" which will outline the terms and conditions agreed upon between the two bargaining committees for the total Collective Agreement. The Union is attempting to bypass the bargaining committee of the City and submit the various articles of the Collective Agreement to Council one at a time. It would appear on the face of it to be an attempt to undermine the negotiating committee and deal directly with City Council. Simply stated, a bargaining committee normally enters into a memorandum of agreement and then submits it to its principal in this case either being the City of Red Deer or Local 1190. Clauses are not submitted individually to the principal but rather as a total package so that the principal is able to make a rational decision having all the facts before it rather than just one particular clause of the agreement. This approach by Local 1190 is highly unorthodox and we do not recommend same.
3. It is further my understanding that Local 1190 is requesting the particular matter of parity be placed before City Council which is totally contrary to the normal procedures in the ratification of a contract. The nature of this matter requires that it go through the personnel office and then to committee prior to it being placed before Council. There would also be some irregularities in the manner of discussion and voting which would be contrary to procedures followed in previous years on ratification.

It is our considered opinion that having regard to the items listed above, that this matter not be placed before City Council until such time as a memorandum of agreement has been signed and Council is in a position to consider accepting or rejecting a total Collective Agreement. It would appear to be an attempt by Local 1190 to bypass the statutory bargaining

NEUMAN THOMPSON

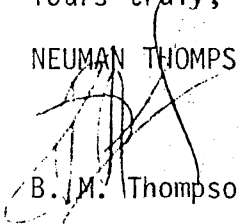
committee and create a new bargaining committee; namely, City Council itself. The experience of numerous other municipalities in the area of labour relations and other areas of negotiating contracts has shown that this is an unacceptable procedure which can only lead to the misuse of City Council time when they have employed others to negotiate contracts whether they be labour or otherwise prior to submission to City Council for approval or rejection.

In conclusion, it is our recommendation that the matter not be placed before City Council until such time as a total package has been negotiated and further, action be taken to compel the bargaining committee of Local 1190 to return to the table and negotiate in good faith pursuant to the terms of the legislation. The final decision in this matter, rests with the City of Red Deer, we would only request that you advise us as to your decision after a careful review of all aspects of this problem.

If we can be of any further assistance, please do not hesitate to contact the writer.

Yours truly,

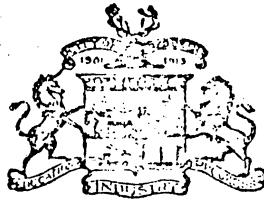
NEUMAN THOMPSON



B. M. Thompson

BMT/ltl
Enclosures

cc: Mayor McGregor
Mr. T. Chapman



#2
RED DEER, Alberta

13 December 1974

Mr. Wayne A. Butts
Secretary-Treasurer
Red Deer Fire Fighters Assoc.
Local 1190
RED DEER, Alberta

Dear Sir:

This will acknowledge and confirm our terms of understanding concerning the 1975 Working Agreement.

Our Negotiating Committee, made up of Mr. T. Suchy, City Commissioner, Mr. J. McLean, Personnel Officer and myself agree to the concept of endeavouring a "catch up" program with Calgary and Edmonton salaries to be pro rated over the next five years commencing in 1975 at \$25.00 per month and recommended to City Council annually.

This letter will serve as confirmation of this intent to your membership.

Yours truly,

R. N. MCGREGOR,
MAYOR