

*File*

## A G E N D A

For the regular meeting of RED DEER CITY COUNCIL,  
to be held in the Council Chambers, City Hall,  
TUESDAY, APRIL 13th, 1982, commencing at 4:30 p.m.

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(1) Confirmation of the March 29, 1982 minutes.

(2) UNFINISHED BUSINESS

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- 2) City Commissioners - RE: Policy on Wheelchair Crossings .. 2

(3) REPORTS

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- 2) City Clerk - RE: Bylaw 2747/82 .. 4
- 3) City Assessor - RE: Court of Revision Local Improvements .. 5
- 4) City Engineer - RE: Traffic Signal Warrants - 49 Street & 47 Avenue Intersection - Horn Street & 64 Avenue Intersection .. 6
- 5) City Assessor - RE: Bylaw 2514/76, Mr. B. McBeath .. 18
- 6) City Clerk - RE: Closure of East/West Lane between 43A Avenue and the North/South Lane West of 43 Avenue and North of 39 Street .. 20
- 7) City Assessor - RE: Road Closure Bylaw - Glendale Subdivision - SW 1/4 32/38/27/4 .. 21
- 8) Red Deer Industrial Airport Commission - RE: Assignment of Lease Parkside Holdings Ltd. to Simon & Bullock A/D B1 1/2 of Lot 1 & Lot 2 .. 23
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4)	2751/82 - three readings (Alarm Bylaw) p. 43
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6)	2758/82 - first reading (Closure of Road 43A Ave. & 43 Ave.) p. 20
7)	2759/82 - first reading (Closure of Road south of CP Railway) p. 21
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9)	2747/82 - second & third readings (Fire Hall Debenture Bylaw) p. 4

COMMITTEE OF THE WHOLE

- 1) Correspondence from Y.M.C.A.

**ADDITIONAL AGENDA**

**For the meeting of Red Deer City Council  
TUESDAY, APRIL 13th, 1982**

NO. 1

1 April 1982

TO: COUNCIL  
FROM: CITY CLERK  
RE: GENERAL TRANSPORTATION STUDY UPDATE

Members of Council were provided with a copy of the General Transportation Study Update at their meeting March 29th, 1982, at which time it was agreed this topic should be set over for discussion at the April 13th meeting and, accordingly, the topic is brought forward for consideration at this time.

R. STOLLINGS,  
City Clerk

NO. 2

7 April 1982

TO: COUNCIL

FROM: CITY COMMISSIONERS

RE: POLICY ON WHEELCHAIR CROSSINGS

The above topic was brought forward to Council March 29th, in the form of a report from the City Engineer.

The report was tabled for two weeks to allow for further dialogue between the Red Deer Action Group for the Physically Disabled, the C.N.I.B. and the City Engineering Department.

Time has not permitted preparation of further comments in time for this meeting, therefore, we recommend this topic be again tabled until additional comments can be prepared for Council consideration.

"R.J. MCGHEE"  
Mayor

"M.C. DAY"  
City Commissioner

NO. 1

6 April 1982

TO: COUNCIL

FROM: FIRE CHIEF

RE: RED DEER FIRE DEPARTMENT ANNUAL REPORT

The 1981 Annual Fire Department Report has been provided to members of Council with this agenda. If there are questions concerning this report, I will be available at the meeting April 13th, 1982 to respond to same.

R. OSCROFT,  
Fire Chief

NO. 2

6 April 1982

TO: COUNCIL

FROM: CITY CLERK

RE: BYLAW 2747/82

We are advised by the Local Authorities Board that we may proceed with second and third readings of the above Bylaw. This Bylaw provides for the borrowing of funds to construct the new Fire Hall on 32 Street.

"R. STOLLINGS"  
City Clerk

1982 04 02

NO. 3

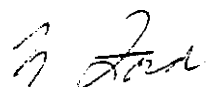
TO: City Clerk

FROM: City Assessor

RE: Court of Revision  
Local Improvements

Please be advised that Section 187 of the Municipal Taxation Act requires City Council to set a time and date to hear any complaints against the levying of Local Improvement Charges.

In order to meet the conditions of the Act, may we recommend that all complaints (if any) be heard starting at 1:30 p.m., June 17, 1982.

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

NF/bt

Commissioners' comments

Concur with the recommendations of the Assessor.

"R.J. McGHEE"  
Mayor

"M.C. DAY"  
City Commisssioner



March 26, 1982

NO. 4

TO: City Clerk  
FROM: City Engineer  
RE: Traffic Signal Warrants  
49 Street and 47 Avenue Intersection  
-----  
Horn Street and 64 Avenue Intersection

Further to the request of Council during budget discussions, a traffic signal warrant analysis was conducted for the above two (2) intersections.

Installation of traffic signals is considered to be warranted when the total priority points equal or exceed one hundred (100). Results of the analysis indicated the following:

<u>INTERSECTION</u>	<u>PRIORITY POINTS</u>
49 Street and 47 Avenue	117.0
Horn Street and 64 Avenue	34.3

It is therefore recommended that traffic signals be installed at the intersection of 49 Street and 47 Avenue for 1982. Signal installation for the intersection of Horn Street and 64 Avenue is suggested to be delayed for future years.

Details of the signal warrant analysis are also attached.

Submitted for the consideration of Council.

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

CYL/emg  
attach

March 22, 1982

HORN STREET and 64 AVENUE

TRAFFIC SIGNAL INSTALLATION WARRANT

The Traffic Signal Installation Warrant Worksheet completed as per the guidelines in the Uniform Traffic Control Devices for Canada manual indicate that traffic control signals are not warranted at the intersection of Horn Street and 64 Avenue. The installation of signals is warranted when the total priority points equal or exceed 100. The total priority points at the intersection of Horn Street and 64 Avenue is 34.3.

Only two reportable traffic accidents occurred at this intersection in 1981 resulting in a negative value of minus 20 priority points for accidents.

Traffic volumes on 64 Avenue immediately south of 67 Street were used as there were no counts taken on 64 Avenue at Horn/Oliver Street. A comparison of the 1980 and 1981 counts taken on Oliver Street immediately west of 64 Avenue indicated a slight decrease in traffic and as only a 1980 count was available for Horn Street east of 64 Avenue it was assumed that the Horn Street 1980 volume would be valid for comparison. Traffic volume comparisons resulted in 18.7 priority points.

Pedestrian volumes were not available; however, information from the G.H. Dawe Community School and St. Patrick's Community School indicated a total of 159 students in attendance from Oriole Park. Most students would likely use the pedestrian activated crossing across 64 Avenue at Overdown/Hamilton Street however, for calculation purposes, it was assumed that one half the students (80) cross at Horn/Oliver Street four times a day for 320 crossings a day. Another 180 crossings for others were added to this figure for a total of 500 crossings north/south and 500 crossings east/west. Crossing gaps, intersection volumes, and pedestrian volume comparisons resulted in 35.6 priority points.

## TRAFFIC SIGNAL INSTALLATION WARRANT AND PRIORITY RATING WORK SHEET

Location HORN ST & 64 AVE Year 1982 Date of Count 1981 ACTUAL  
 # ESTIMATED

## I Accidents (GRAPH A)

Priority points = Pa

-20

## II Crossing Gaps, Progression, Delay and Vehicular Stops

## A. One-Way Street (GRAPH B-1)

Priority points	= P1 x Vtew x Feew
E-W street — E. of int.	= <u>  </u> x <u>  </u> x <u>  </u> = <u>N/A</u>
E-W street — W. of int.	= <u>  </u> x <u>  </u> x <u>  </u> = <u>N/A</u>
Priority points	= P1 x Vtns x Fens
N-S street — N. of int.	= <u>  </u> x <u>  </u> x <u>  </u> = <u>N/A</u>
N-S street — S. of int.	= <u>  </u> x <u>  </u> x <u>  </u> = <u>N/A</u>

## B. Two-Way Street (GRAPH B-2)

Priority points	= P2 x Vtew x Feew
E-W street — E. of int.	= <u>+2</u> x <u>3.1</u> x <u>1</u> = <u>6.2</u>
E-W street — W. of int.	= <u>+2</u> x <u>2.4</u> x <u>1</u> = <u>4.8</u>
Priority points	= P2 x Vtns x Fens
N-S street — N. of int.	= <u>-1</u> x <u>11</u> x <u>1</u> = <u>-11</u>
N-S street — S. of int.	= <u>+1.7</u> x <u>11</u> x <u>1</u> = <u>18.7</u> <u>18.7</u> *

## III Crossing Gaps, Intersecting Volumes, and Pedestrian Volumes

## A. Through Street One-Way (GRAPHS C and D)

1) Priority points  
 = (Vaew + Pew) x (Vans + Pns) x Fow x Fr  
 = (    +    ) x (    +    ) x    x    = N/A

2) Priority points  
 = P3 x Ft = N/A

## B. Through Street Two-Way

Priority points  
 = (Vaew + Pew) x (Vans + Pns) x Fow  
 = ( 2.6 + .5 ) x ( 11 + .5 ) x 1.0 = 35.6

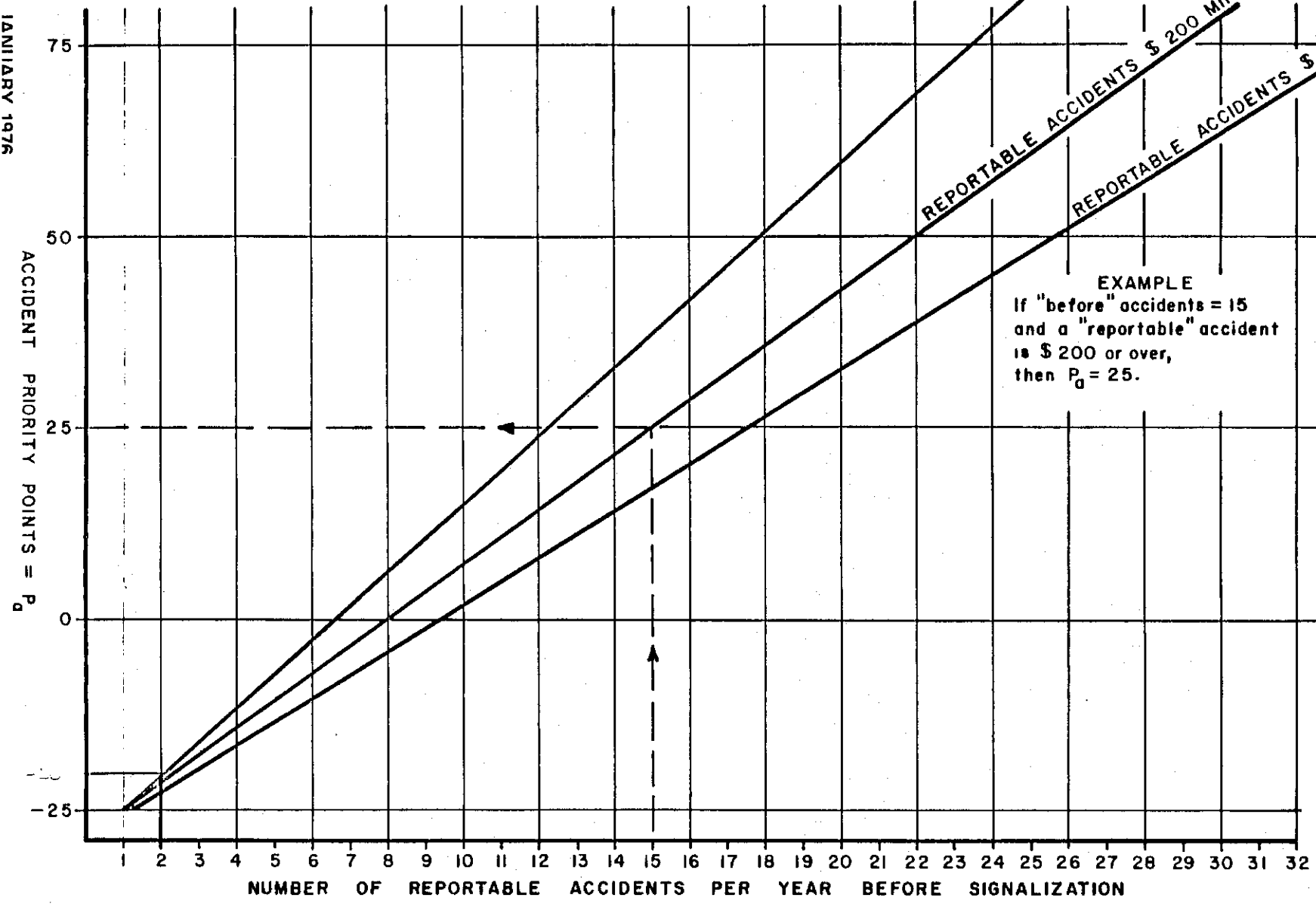
TOTAL PRIORITY POINTS

34.3

NOTE: Complete I; the appropriate equation for each intersection leg in Section II A and/or II B; and either Section III A or III B.

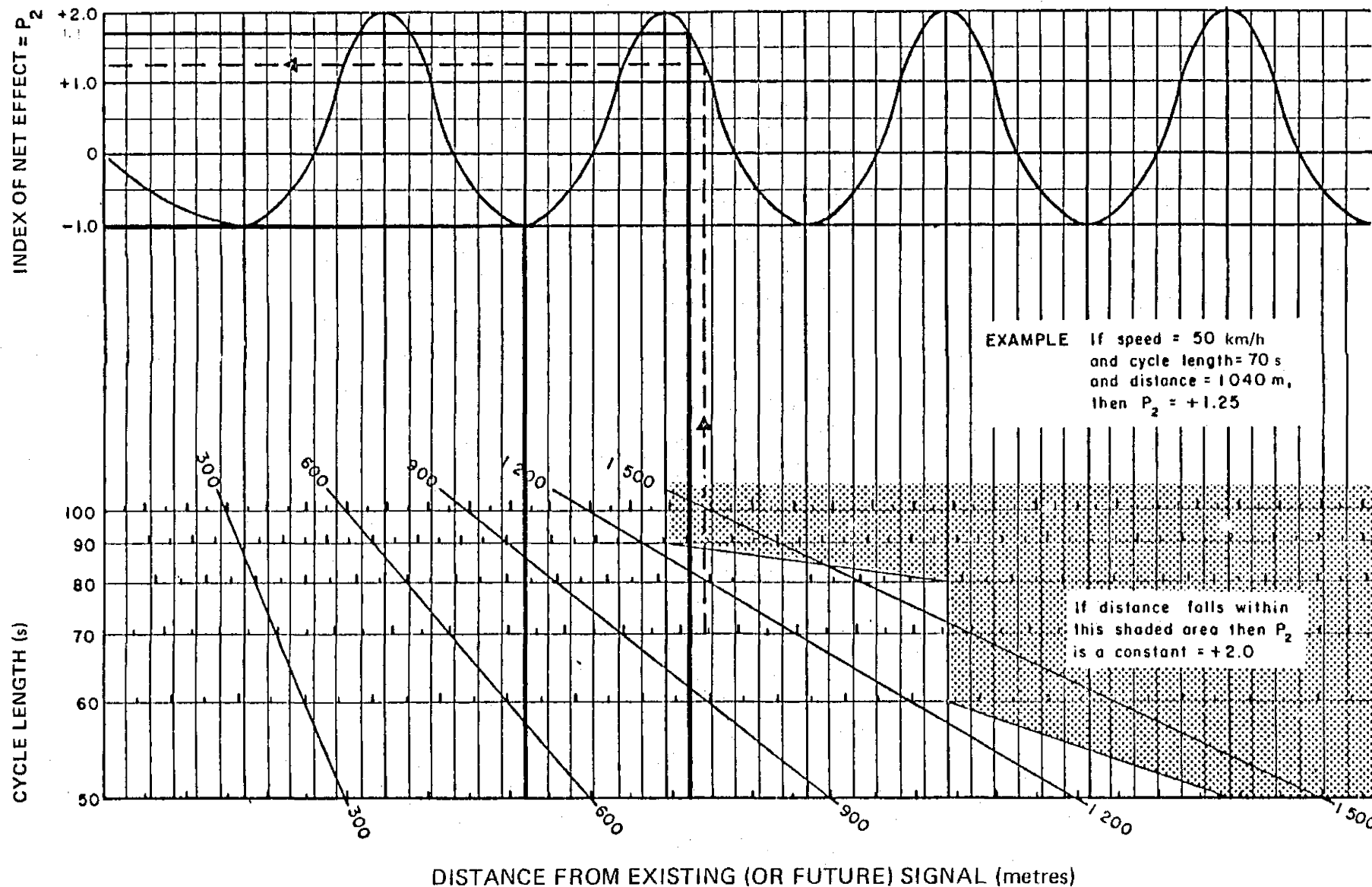
\* Maximum points for II = + 80

GRAPH A ACCIDENT PRIORITY POINTS  
VALUE OF INDEX  $P_a$



GRAPH B-2

VALUE OF INDEX  $P_2$   
(TWO WAY STREET)



NOTE: For use of this graph with speeds other than 50 km/h multiply  
the actual distance by a ratio of  $\frac{50}{\text{progression speed (km/h)}}$

5094 • 4870  
1980 24 Hr  
SOUTH OF 67 ST.  
5319  
5641  
1981 24 Hr.  
SOUTH OF 67 ST

64 AVE

OLIVER ST.

1123 1377  
1980 24 Hr.  
1222 1175  
1981 24 Hour

HORN ST.

1492 1583  
1980 24 Hr.

INFORMATION FROM RAREY SKIMMINGS (323-2033)

MARCH 18, 1982: NUMBER OF STUDENTS AT:

G.H. DAVIS

REGULAR STUDENTS = 534

KINDERGARTEN = 50

TOTAL STUDENTS AT

GHD & ST PATS = 159 FROM OFFICE F

ASSUMPTION: MOST STUDENTS WOULD

CANTERBURY VILLAGE = 60  
EAST OF 59 AVENUE = 144  
HIGHLAND GREEN WEST = 9  
ORACLE PARK EXT = 102  
HIGHLAND GREEN TO 59 AVE = 200  
OUTSIDE (SPECIAL PERMISSION) = 17

### ST. PATS

REGULAR STUDENTS = 554  
KINDERGARTEN = 50

NORMANDEAU = 62  
ORACLE PARK = 57  
PINES & GLENDALE = 79  
HIGHLAND GREEN + = 148

USE PEDESTRIAN ACTIVATED CROSSING

AT 64 AVE AND OVERDOWN/HAMILTON

SAY  $\frac{1}{2}$  DON'T BUT USE CROSSING  
AT HORN STREET

80 STUDENTS X 4 TIMES PER DAY = 320 CROSSING  
ASSUME ANOTHER 180 CROSSINGS INCLUDING  
OTHERS = 500 CROSSINGS

March 19, 1982

TRAFFIC SIGNAL INSTALLATION WARRANT

49 STREET and 47 AVENUE

The traffic signal installation warrant worksheet completed as per the guidelines in the Uniform Traffic Control Devices for Canada Manual indicated that traffic control signals are warranted at the intersection of 49 Street and 47 Avenue. The installation of traffic control signals is warranted when the total priority points equal or exceed 100. The total priority points at the intersection of 49 Street and 47 Avenue is 117.

Traffic accidents at this intersection account for 68 (58%) of the 117 priority points. There were 22 reportable accidents at the intersection in 1981.

1981 traffic volumes were not available for this intersection; however, a peak hour turning movement count was done in 1980 and a 1980 and 1981 24-hour count was completed on 49 Street east of 48 Avenue. A comparison between the 1980 count and the 1981 count indicated a 5.6% increase in traffic in this area and a 5.6% increase in traffic was assumed for the intersection. A comparison of peak hour traffic volumes to the 24-hour volume indicated that peak hour traffic is 8% of the 24-hour volume. This figure was used to derive the 24-hour volumes at 49 Street and 47 Avenue.

No pedestrian volumes were available for this intersection.



## TRAFFIC SIGNAL INSTALLATION WARRANT AND PRIORITY RATING WORK SHEET

Location 49 St & 41 Ave Year 1982 Date of Count APRIL 1981  
ESTIMATED

## I Accidents (GRAPH A)

Priority points = Pa

68

## II Crossing Gaps, Progression, Delay and Vehicular Stops

## A. One-Way Street (GRAPH B-1)

Priority points

E-W street — E. of int.

E-W street — W. of int.

Priority points

N-S street — N. of int.

N-S street — S. of int.

 $= P1 \times V_{\text{view}} \times F_{\text{ew}}$  $= \_ \times \_ \times \_ = \underline{N/A}$  $= \_ \times \_ \times \_ = \underline{N/A}$  $= P1 \times V_{\text{ins}} \times F_{\text{ens}}$  $= \_ \times \_ \times \_ = \underline{N/A}$  $= \_ \times \_ \times \_ = \underline{N/A}$ 

## B. Two-Way Street (GRAPH B-2)

Priority points

E-W street — E. of int.

E-W street — W. of int.

Priority points

N-S street — N. of int.

N-S street — S. of int.

 $= P2 \times V_{\text{view}} \times F_{\text{ew}}$  $= \underline{2} \times \underline{5.5} \times \underline{1} = \underline{11}$  $= \underline{0.5} \times \underline{8.6} \times \underline{1} = \underline{4.3}$  $= P2 \times V_{\text{ins}} \times F_{\text{ens}}$  $= \underline{0.8} \times \underline{5.0} \times \underline{2} = \underline{-8}$  $= \underline{2} \times \underline{3.2} \times \underline{2} = \underline{12.8} \quad \underline{20.1} *$ 

## III Crossing Gaps, Intersecting Volumes, and Pedestrian Volumes

## A. Through Street One-Way (GRAPHS C and D)

1) Priority points

 $= (V_{\text{aew}} + P_{\text{ew}}) \times (V_{\text{ans}} + P_{\text{ns}}) \times F_{\text{ow}} \times F_{\text{r}}$  $= (\_ + \_) \times (\_ + \_) \times \_ \times \_$  $= \underline{N/A}$ 

2) Priority points

 $= P3 \times F_{\text{t}}$  $= \underline{N/A}$ 

## B. Through Street Two-Way

Priority points

 $= (V_{\text{aew}} + P_{\text{ew}}) \times (V_{\text{ans}} + P_{\text{ns}}) \times F_{\text{ow}}$  $= (\underline{7.1} + \underline{*}) \times (\underline{4.1} + \underline{*}) \times \underline{1.0}$  $= \_ \quad \underline{29.1}$ 

\* PEDESTRIAN VOLUMES NOT AVAILABLE

TOTAL PRIORITY POINTS

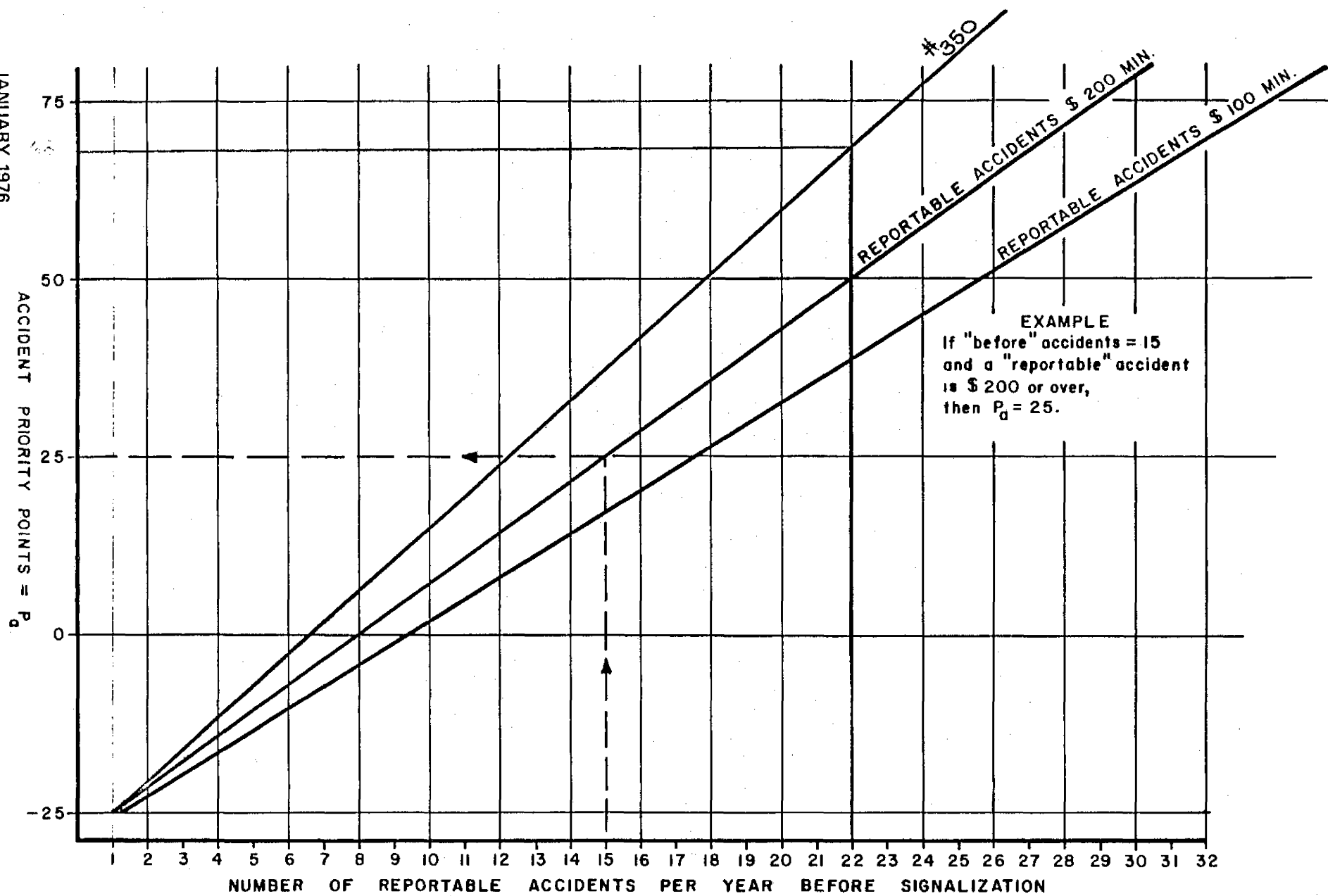
117.2

NOTE: Complete I; the appropriate equation for each intersection leg in Section II A and/or II B; and either Section III A or III B.

\* Maximum points for II = + 80

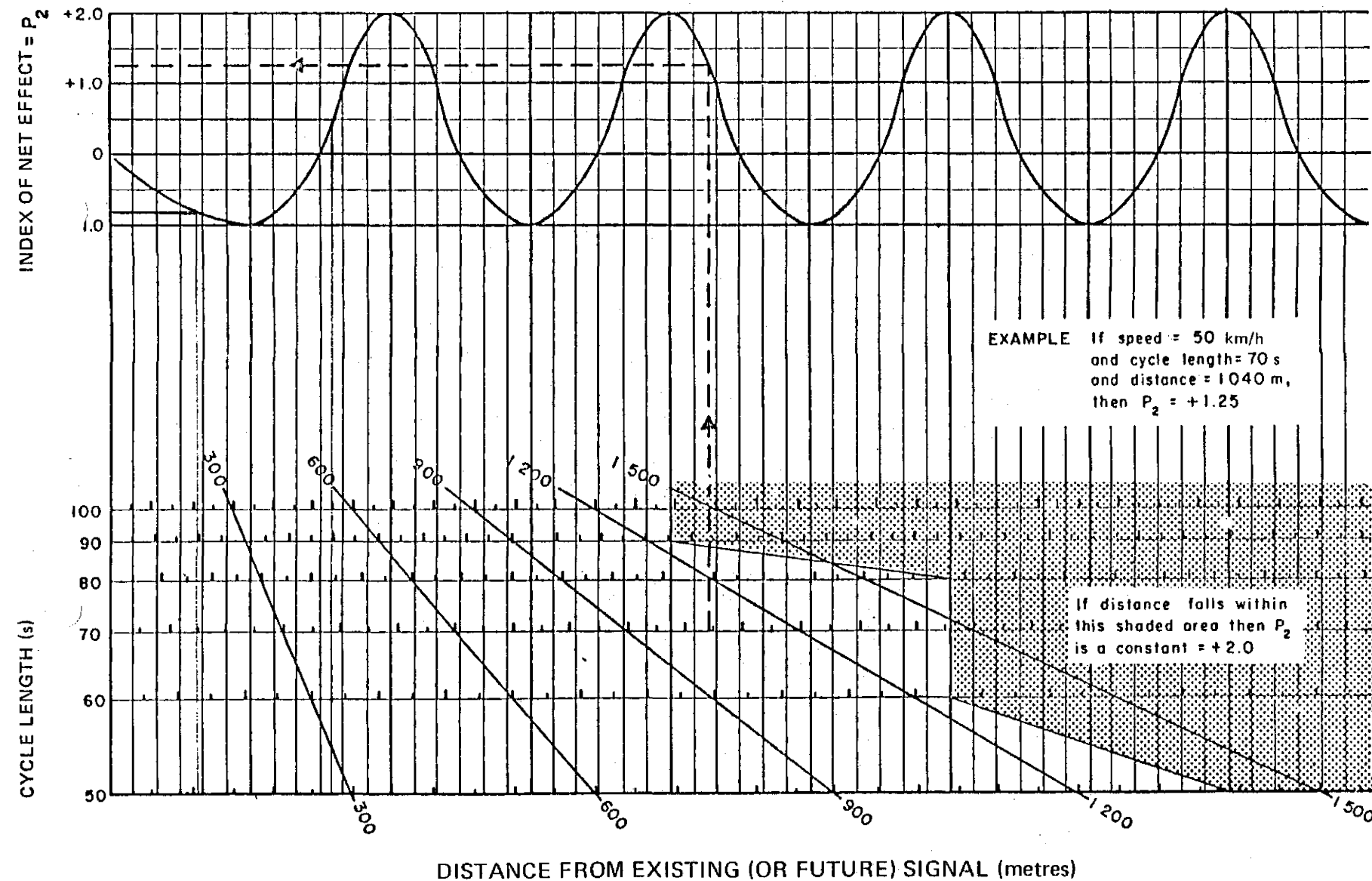
GRAPH A ACCIDENT PRIORITY POINTS  
VALUE OF INDEX  $P_a$

JANUARY 1976



GRAPH B-2

VALUE OF INDEX  $P_2$   
(TWO WAY STREET)



NOTE: For use of this graph with speeds other than 50 km/h multiply  
the actual distance by a ratio of  $\frac{50}{\text{progression speed (km/h)}}$

49 St

47 Ave

Term  
East of 48 Ave

1980: 7828  
1981: 8268

Pk Hr = 654  
Est Pk Hr = 691

24 Hr Est = 8637

Pk Hr (1980) = 376  
Est Pk Hr (1981) = 397  
24 Hr Est = 4962

↓  
4079  
↑

→ 7075 ←

Pk Hr (1980) 4112  
Est Pk Hr (1981) 439  
24 Hr Est = 5487

$$\frac{8268 - 7828}{7828} \times 100 = 5.6\%$$

5.6% increase in traffic  
between 1980 & 1981

Peak Hour (4:15-5:45 PM) East of 48 Ave  
on 49 Street - Thursday 1981  
291 + 393 = 684

$$\frac{684}{868} = .08 = 8\%$$

Peak Hour Traffic on  
49 St is 8% of total traffic

Pk Hr (1980) 244  
Est Pk Hr (1981) 258  
Est 24 Hr = 3225

→ 7075 ←

↓  
4079  
↑

Commissioners' comments

We would concur with the recommendations of the Engineers respecting the intersection of 49 Street and 47 Avenue and recommend the intersections of 64th Avenue and Horn Street be kept under observation for future consideration. The traffic lights at 49 Street and 47th Avenue were scheduled for installation in 1983 and Council approval to order these lights now at an estimated cost of \$43,000.00 is requested.

"R.J. MCGHEE"

Mayor

"M.C. DAY"

City Commissioner

NO. 5

March 31, 1982

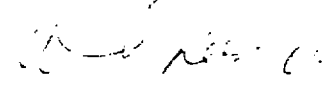
TO: CITY CLERK  
FROM: CITY ASSESSOR

Re: By Law #2514/76  
Mr. B. McBeath  
Lot 19A, Block 7, Plan 4461 RS  
3712 - 43A Avenue, Red Deer

The above described By Law pertains to a license to occupy the most easterly portion of the registered lane right of way adjacent to the west boundary of Lot 19A.

A Mr. G. Toth has acquired Lot 19A from Mr. B. McBeath and has requested permission to occupy that portion of the lane right of way described under By Law 2514/76.

The City Administration has reviewed Mr. G. Toth's request and have no objection to renewing the license to occupy under similar terms as outlined in By Law #2514/76 with rate being \$5.00/annum.

  
D.J. WILSON, A.M.A.A.

The City Clerk  
Red Deer City Hall

Sir:

Regarding the lease of the ten feet perpendicular throughout the west easterly portion of the registered lane adjacent to the west boundary of lot 19A, Block 7, Plan 4461 R.S.:

Please accept this as my application to lease that portion of the above-described lane right-of-way from the City of Red Deer, which abuts my lot 19A, and which the previous owner of lot 19A had the privilege of leasing.

Garry J. H.

3712 43A AVE  
SH. 346-7862

Commissioners' comments

Concur with the re-assignment of the lease as recommended by the City Assessor.

"R.J. MCGHEE"  
Mayor

"M.C. DAY"  
City Commissioner

NO. 6

6 April 1982

TO: COUNCIL

FROM: CITY CLERK

RE: CLOSURE OF EAST/WEST LANE BETWEEN 43A AVENUE AND THE  
NORTH/SOUTH LANE WEST OF 43 AVENUE AND NORTH OF 39 STREET

Some time ago Council, by resolution, agreed to the closure of the above lane and the re-registration of same as a utility lot. In order to fulfill this decision, it is necessary to pass a bylaw formally authorizing the closure.

A draft bylaw is attached hereto for Council consideration. We suggest the bylaw be given first reading after which we will advertise the proposed closure to allow for public input.

Respectfully submitted,

"R. STOLLINGS,"  
City Clerk



1982 03 29

NO. 7

TO: City Clerk  
FROM: City Assessor

RE: Road Closure Bylaw  
SW $\frac{1}{4}$  32-38-27-4  
Glendale Subdivision

To facilitate the registration of a proposed subdivision, the following road will have to be closed by Council (please see attached sketch).

"All that portion of road allowance between the SE $\frac{1}{4}$  31-38-27-4 and the SW $\frac{1}{4}$  32-38-27-4 that lies to the south of Railway Plan C & E #1.

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

WFL/bt  
att'd.

Commissioners' comments

Recommend Council give first reading to Bylaw 2759/82 after which the proposed closure will be advertised as required by The Municipal Government Act.

"R.J. McGHEE"  
Mayor

"M.C. DAY"  
City Commissioner



NO. 8

March 29, 1982.

TO: City Council

FROM: Red Deer Industrial Airport Commission

Re: Assignment of Lease Parkside Holdings Ltd. to Simon & Bullock A/D B1  
1/2 of Lot 1 and Lot 2

---

The attached correspondence from F.G. Cardwell and proposed assignment referred to above, were considered by the Airport Commission at its meeting held on February 16, 1982.

When the Airport Commission considered this matter on February 16, 1982, it was drawn to the Commission's attention that the proposed assignment did not acknowledge the agreement signed by Parkside Holdings Ltd. June 19, 1981, which is in the form of a letter, and which pertains to the construction of a sewer connection from the building on the site, former Kles Air Hangar, to manhole #5 opposite the former Flyte Restaurant. Accordingly, the Airport Commission agreed to refer the Assignment to the City Solicitor for a recommendation as to the inclusion of the June 19, 1981 agreement in the proposed assignment.

A copy of the June 19, 1981 agreement signed by Parkside Holdings Ltd. is attached hereto for Council's information.

The comments of the City Solicitor dated March 25, 1982, concerning this matter have now been received, all of which is submitted to Council for approval subject to the form of Assignment being amended as recommended by the City Solicitor.

Respectfully submitted,

W. Moore, Chairman  
Red Deer Industrial Airport  
Commission

# Fowler Cardwell

BARRISTERS & SOLICITORS  
NOTARIES

RED DEER 341 2201  
OLDS 556 5831 TUESDAY  
TWX 610-841-5310

24.

\* JOHN W. FOWLER B.A. LL.B.  
\* ALSO OF THE NEW BRUNSWICK BAR  
\* FRED G. CARDWELL B.Sc. LL.B.

SUITE 301, 4943 ROSS STREET  
ROYAL BANK BLDG  
RED DEER, ALBERTA  
T4N 1Y1

DELIVERED

January 18, 1982

The City of Red Deer  
City Hall  
Red Deer, Alberta

Attention: Land Department

Dear Sirs:

re: Parkside Holdings Ltd.  
A/D Bl ½ of Lot #1 and Lot #2  
Our File: #21,042 FGC

Please be advised that Parkside Holdings Ltd. is presently negotiating the sale of the above mentioned leasehold lands, and accordingly, we enclose herewith Assignment of Lease in quadruplicate and would ask that you peruse the same and execute the Assignment and return all copies of the Assignment to our office.

Air Ranger Aviation Alberta Ltd., who had previously negotiated the purchase of the above mentioned lands, has released their interest in the above, and a copy of their Release and Quit Claim is enclosed herewith for your information.

We trust you will find the foregoing to be in order, and look forward to receipt of the executed Assignment of Lease at your early convenience. A Copy of same will be forwarded to you after the same has been executed by Parkside Holdings Ltd. and Messrs. Simon and Bullock for Pentad Investments.

Yours truly,

FOWLER CARDWELL

F. G. Cardwell

/lmb

encls.

*Copy to file*

THIS ASSIGNMENT made this 1st day of February, A.D. 1982.

BETWEEN:

THE CITY OF RED DEER, a municipal corporation  
in the Province of Alberta  
(hereinafter referred to as the "Lessor"),

OF THE FIRST PART;

- and -

PARKSIDE HOLDINGS LTD., a body corporate,  
carrying on business in the Province of Alberta,  
(hereinafter referred to as the "Lessee"),

OF THE SECOND PART;

- and -

ANDREW P. SIMON and BRIAN L. BULLOCK, both  
of the City of Calgary, in the Province of  
Alberta, on behalf of a partnership carrying  
on business under the name PENTAD INVESTMENTS,  
(hereinafter referred to as the "Assignee"),

OF THE THIRD PART.

#### A S S I G N M E N T

WHEREAS the Lessee is the holder of a leasehold estate  
in those lands legally described as follows:

A/D B1 one-half Lot #1, all of Lot #2, containing  
approximately 82,500 square feet as shown on a  
Plan hereunto annexed and forming part hereof.

(such lands being hereinafter referred to as the "said lands");

AND WHEREAS the Lessor, by a lease dated the 6th day of  
July, A.D. 1976, leased the said lands to Harry Klessens and  
Kles-Air Holdings Ltd. (a copy of which said lease is hereunto  
annexed as Schedule "A" and is hereinafter referred to as the  
"Klessens Lease");

AND WHEREAS the Klessens Lease has been assigned to  
the Lessee and the Lessee has the authority to further assign

the Klessens Lease:

AND WHEREAS the Lessee is desirous of assigning its interest in the Klessens Lease to the Assignee on the terms and conditions hereinafter appearing:

NOW, THEREFORE, IN CONSIDERATION OF THESE PRESENTS and the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

1. In consideration of the sum of FOUR HUNDRED TWENTY-FIVE THOUSAND (\$425,000.00) DOLLARS paid by the Assignee to the Lessee, receipt whereof being hereby acknowledged, the Lessee sells, assigns and sets over unto the Assignee all its right, title and interest in and to the Klessens Lease and any and all improvements constructed on the said lands and all heaters, fire extinguishers and chattels owned by the Lessee and used in conjunction with the operation and maintenance of the said lands, with the exception of the aircraft mule.

2. The Lessee undertakes, represents and warrants to the Assignee:

(a) that the Klessens Lease is in good standing, has been renewed for a further term of five (5) years in accordance with the provisions thereof, and all payments of rents due to the Lessor plus taxes have been duly made;

(b) the provisions of the Klessens Lease are those set forth in Schedule "A" attached hereto and such provisions reflect the entire agreement between the Lessor and the Lessee relating to the said lands;

(c) that no portions of the said lands have been subleased by the Lessee excepting only approximately three thousand six hundred (3,600) square feet subleased to

Central Alberta Publishers, a true copy of which sublease is hereunto attached as Schedule "B";

- (d) that the only improvement made to the said lands within a period of thirty-five (35) days prior to January 2, 1982 is a sewer main done for the City of Red Deer and the Assignee acknowledges that it may have a responsibility to do some further repairs to a ditch likely during the spring of 1982 when the ditch may further settle;
- (e) that the Lessee is a resident of Canada.

The undertakings, representations and warranties set forth in this paragraph shall continue in full force and effect for the benefit of the Assignee notwithstanding the delivery of possession of the said lands to the Assignee and the payment of the full consideration payable hereunto to the Lessee.

3. The Assignee undertakes and agrees to indemnify and save the Lessee harmless from any and all liability under the Klessens Lease accruing due after February 1, 1982 and the Lessee undertakes and agrees to indemnify and save the Assignee harmless from any and all liability howsoever arising under the Klessens Lease prior to February 1, 1982.

4. The Lessor acknowledges and confirms that the Klessens Lease is in good standing and to the best of their information and belief, the Lessee is the party entitled to the benefit under the Klessens Lease. The Lessor further acknowledges and confirms that the Klessens Lease is as of February 1, 1982 in good standing and has been duly renewed in accordance with the provisions of such lease for a further five (5) year term.

5. The Lessor, by execution of the within agreement, consents to the assignment of the Klessens Lease to the Assignee.

6. The within agreement shall enure to the benefit of

and be binding upon the parties hereto, their respective successors and assigns.

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

THE CITY OF RED DEER

per: \_\_\_\_\_

per: \_\_\_\_\_

PARKSIDE HOLDINGS LTD.

per: \_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
ANDREW P. SIMON

\_\_\_\_\_  
Witness

\_\_\_\_\_  
BRIAN L. BULLOCK



BETWEEN:

CITY OF EDMONTON, a municipal corporation  
in the Province of Alberta,  
(hereinafter called "the Lessor")

OF THE FIRST PART

- and -

HARRY KLESSENS and KLES-AIR HOLDINGS LTD.

(hereinafter called "the Lessee")

OF THE SECOND PART

WHEREAS the Lessor is the Lessee of lands the subject  
matter of a lease in writing dated July 8, 1971 between Her Majesty  
the Queen represented by the Minister of Transport as lessor and the  
lessor herein as lessee (hereinafter called "the Crown lease");

AND WHEREAS the Lessor is desirous of leasing the lands  
hereinafter referred to for the term and upon the terms and  
conditions hereinafter contained.

1. WITNESSETH that in consideration of the rents, covenants,  
conditions and agreements hereinafter respectively reserved and  
contained, by the Lessee to be respectively paid, observed and  
performed, the Lessor has demised and leased, and by these presents  
does demise and lease unto the Lessee

Land Area Description:

A/D B1  $\frac{1}{2}$  Lot # 1 and all Lot # 2containing approximately 82,500 sq. ft. as shown on the

plan hereunto annexed and forming part hereof (herein called  
"the said premises"). It is distinctly understood and agreed that

the aforesaid lands are not the subject matter of a separate Certificate of Title, nor shall such lands be the subject matter of a subdivision, nor shall the Lessee file or attempt to file or maintain any caveat or other encumbrance against the same.

2. TOGETHER with all the rights, privileges and appurtenances whatsoever to the said premises belonging or appertaining; TO HAVE AND TO HOLD the said hereby demised premises with their appurtenances unto the Lessee for a term of 5 years to be computed from the first day of May A.D. 1976 until the 30th day of April , A.D. 1981 .

3. YIELDING AND PAYING therefor, unto the Lessor in advance a clear annual rent of \$2,475.00 on the first day of May in each and every succeeding consecutive year, the first payment to be made on the 1st day of May A.D. 1976 , or equal payments of \$ 206.25 per month.

4. AND THE LESSEE covenants with the Lessor to pay rent, and that it will at all times during the continuance of the term hereby demised, keep and at the termination thereof, yield up the said premises in good and tenantable repair and that the Lessor may, by its agent, enter upon the said premises and view the state of repair thereof, and may serve upon the Lessee or leave at its last usual place of abode, or upon the said premises, a notice in writing of any defect, requiring it within a time to be therein mentioned, to repair the same insofar as the tenant is bound to do; and will not carry on any business that shall be deemed to be a nuisance on the said premises.

5. THE LESSEE further covenants that no assignment, transfer or sub-lease of this lease of the said premises or any part thereof shall be valid unless and until such assignment, transfer or sub-lease is submitted to the Lessor, and its consent thereto and approval of the terms thereof, is obtained in writing, and further that any sub-tenants of the Lessee shall be bound by the terms and provisions of this lease; and further the Lessee shall be responsible for all acts of such sub-lessee and the Lessee shall not be released from any obligations herein contained.

6. THE LESSEE further covenants that it will not carry on nor permit to be carried on upon the said demised premises, any trade or occupation other than

Air oriented business and/or air oriented activities.

7.1 THE LESSEE may construct improvements on the said lands, provided that the Lessor's approval thereof in writing and the approval of the Director named in the Crown lease shall have first been obtained, and further provided that the Lessee shall indemnify and save harmless the Lessor from and against any claim or demand whatsoever arising out of or in any way connected with any such improvements.

7.2 THE LESSOR shall not be liable in any manner whatsoever for any interference with or cessation of supply of heat, water, electricity or other utility or service to the said premises, provided that in the event of such interference or cessation the

Lessor shall as soon as practicable take all such reasonable steps, if any, as are within its control to remedy such interference or cessation.

8. THE LESSOR covenants to pay all property and local improvement taxes which may be charged or levied against the land only during the term hereby demised, provided that if in any year of the term such taxes as calculated by the Lessor, exceed the taxes levied in the year 1975, the Lessee shall forthwith on demand pay the amount of any such excess to the Lessor as increased rent.

9. THE LESSEE covenants with the Lessor to pay or cause to be paid all taxes and assessments of all kinds assessed, levied or charged in respect of all improvements on the lands together with all license fees charged in respect of the said premises by reason of any business being carried on therein and to pay or cause to be paid all charges for electricity and electric current supplied to the demised premises during the term hereby demised, together with water, heat, sewage and garbage charges and all other rates and charges which shall be assessed or chargeable upon the said premises during the term hereby demised, excepting only the property and local improvement taxes on land only hereinbefore referred to. Provided, and it is hereby agreed, that when and so often as the Lessee neglects or omits to pay any of the said rates or charges, the Lessor may pay them and may thereupon charge them to the Lessee, who hereby covenants to pay them forthwith, and hereby agrees with the Lessor that the Lessor shall have the same remedies and may take the same steps for recovery of the said rates and charges as the

Lessor might take for the recovery of rent in arrears under the terms of this lease.

10. THE LESSEE covenants to abide by and comply with all lawful statutes, by-laws, rules and regulations of every municipal or other authority which in any manner relate to or affect the said premises, and to indemnify and save harmless the Lessor from any costs, charges or damages to which the Lessor may be put or suffer by reason of the breach of any such statute, by-law, rule or regulation, and further that if the Lessor is put to any such expense and is not reimbursed forthwith by the Lessee, then the Lessor may recover the same in the same manner as rent in arrears under this lease.

11.1 THE LESSOR shall not be liable for any injury or damage to any person or property on, in or about the said premises, or in any building in which they may be, by electricity, steam, waterworks, water, ice or snow, or otherwise howsoever, and the Lessee shall indemnify and save harmless the Lessor from any costs, charges or damages to which the Lessor may be put or suffer as a result thereof.

11.2 THE LESSEE shall at its expense obtain and maintain adequate public liability and property damage insurance naming the Lessor as a co-named insured,

and shall provide to the Lessor evidence of such insurance and of renewals thereof, failing which the Lessor may obtain such insurance and recover the cost thereof from the Lessee as rent in arrears.

12. IF THE TERM HEREBY DEMISED, or any of the goods and chattels of the Lessee shall at any time during the said term be seized or taken in execution or attachment by any creditor of the Lessee, or a Writ of Execution or an attaching Order, shall issue against the goods or chattels of the Lessee, or if the Lessee shall make an assignment for the benefit of creditors, or becoming bankrupt or insolvent shall be so adjudged by a Court having jurisdiction under any Act which may be in force for bankrupt or insolvent debtors, or if the Lessee shall take the benefit of any such act now or hereafter in force for bankrupt or insolvent debtors, or in case the Lessee shall abandon or attempt to abandon the said premises, or to sell or dispose of its goods or chattels or to remove them or any of them from the said premises (except in the ordinary course of its business), so that there would not, in the event of such sale or disposal, be, in the opinion of the Lessor, a sufficient distress on the said premises for the rent then due or accruing due, or if the Lessee shall assign or transfer any interest in the said goods or chattels to any other person, or cease in any way to control them or if the Lessee shall make a sale of its business or assets under the Bulk Sales Act, then, and in every such case, the then current and next succeeding 3 months' rent and any other charges then due under the terms of this lease shall immediately become due and payable; and the Lessor may at any time thereafter re-enter and take possession of the said premises or any part thereof in the name of the whole, and have again, repossess and enjoy the said premises as of its former estate, anything herein to the contrary notwithstanding, as though the Lessee, or its servants or

any other occupant of the said premises was holding over after the expiration of the said term, and the said term shall, at the option of the Lessor, forthwith become forfeited and determined, and in every of the above cases, such accelerated rent and charges shall be recoverable by the Lessor in the same manner as the rent hereby reserved and as if they were rent in arrears.

13. PROVIDED ALWAYS, and it is expressly agreed, that if the rent hereby reserved, or any part thereof, shall be unpaid for fifteen days after any of the days on which the same ought to have been paid (although no formal demand shall have been made therefor) or in the case of the breach or non-performance of any of the covenants and agreements herein contained on the part of the Lessee, its administrators, successors, and assigns, then and in either of such cases, it shall be lawful for the Lessor, its administrators, successors or assigns at any time thereafter to enter into and upon the said premises, or any part thereof, in the name of the whole to re-enter and the same to have again, reposses and enjoy as of its former estate, anything herein contained to the contrary notwithstanding.

14. IF THE LESSEE shall abandon or remove from the said premises before the end of the said term, then and in such case the Lessor may forthwith or at any time afterwards, without notice and without waiving or postponing any right against the Lessee, re-rent the said premises or part thereof, upon such terms as it shall deem proper, and apply the proceeds, less costs and expenses, including the cost of repairs and collection, upon any rent due or

accruing due hereunder, it being distinctly understood and agreed that the Lessee shall be liable for and shall pay the total unpaid balance of rent due and accruing due hereunder, together with costs as aforesaid.

15. IF THE LESSEE SHALL, at any time, remove or attempt to remove any goods or chattels during the term of this lease (except in the ordinary course of its business) and whether or not any payment of rent is then due, the Lessor may, without notice to the Lessee, forthwith distrain upon all the lessee's goods then on the said premises, in addition to any other remedies provided by this indenture.

16. IN CASE OF THE REMOVAL of any goods or chattels from the said premises as hereinbefore referred to, by the Lessee or by anyone with its authority, the Lessor may, within thirty days thereafter, seize such goods wherever they may be found, and sell or otherwise dispose thereof as if they had actually been distrained by the Lessor upon the said premises for arrears of rent.

17. THAT THE LESSEE shall abide by and comply with all regulations regarding fire precaution, traffic control, sanitation and all other regulations relative to the management and operation of the said airport.

18. THAT THE LESSEE shall not construct, erect, place or install on the outside of any building on the said land or on the said land any poster, advertising sign, display, or antennae, without first obtaining the consent, in writing, of the Airport Manager.

19. THAT THE LESSEE shall at his own expense ensure that the land and building is kept neat, clean and garbage in proper containers disposed of regularly.



10. THE LESSEE shall properly shield any equipment installed in the said premises so that such equipment or the operation thereof shall not interfere with radio communications of which interference the Lessor, on the advise of the Director named in the Crown lease, shall be the sole judge, and in the event of such interference, the Lessee shall forthwith remove or cease to operate the equipment causing the same.

21. THE LESSOR covenants with the Lessee for quiet enjoyment.

22. ALL NOTICES under any clause, agreement, term or condition of this lease required or to be given, may be given to the Lessee by mailing the same in a postage, prepaid registered letter addressed to the Lessee at P.O. BOX 995, RED DEER, Alberta.

and deposited in one of Her Majesty's Post Office and any notice may be given to the Lessor at City Hall, Red Deer, Alberta, and deposited in one of Her Majesty's Post Office, which said notices shall respectively be irrebutably presumed to have been received on the day next following the date of such posting.

23. IT IS EXPRESSLY agreed by and between the parties hereto that if, after the expiration of the term hereby granted, or any renewal or extension thereof, the Lessee shall remain in possession of the said premises, with or without the consent of the Lessor, or without any further written agreement, the Lessee shall be deemed to be a tenant at will only, and subject in all other respects to the terms of this lease insofar as they are applicable to a tenancy at will.

24. THE LESSEE SHALL observe and perform the terms and conditions of the Crown lease to the extent that the same relate

or affect the said premises, and in particular, but without limiting the generality of the foregoing, clause 17 thereof relating to the discharge of sewage.

25. THE WITHIN DEMISE AND LEASE is subject to the same being approved by or on behalf of the Director named in the Crown lease.

26. In consideration of the lessee's faithful and punctual performance of each and every of the covenants contained herein, the Lessor grants to the Lessee an option to renew this lease for 3 further terms of five years each upon the same terms and conditions as are herein contained except this option for renewal which option the Lessee may exercise by delivering the Lessor notice in writing thereof not less than 120 days prior to the expiration of the term hereby demised.

27. At the expiration or sooner determination of the term hereby demised, any improvements upon the said lands shall be disposed of in accordance with the following:

(a) If the Lessor desires to purchase such improvements, it shall notify the Lessee in writing at least 120 days prior to expiration or upon determination. If the parties have not within 30 days mutually agreed upon the price to be paid for such improvements, then the Lessor may give notice either that it does not wish to purchase the same, or, that it wishes such price to be determined by arbitration under the Arbitration Act which shall be so determined within a further period of 30 days and in such case, the City shall within a further period of 30 days notify the Lessee in writing if it elects to purchase such improvements for the price so determined.

(b) In the event that the Lessor does not purchase such improvements pursuant to subsection (a), the Lessee shall within a further period of 30 days remove such improvements from the said lands, restoring the said lands to their original condition, failing which such improvements shall become the property of the Lessor absolutely without any obligation upon the Lessor to purchase or pay for the same.

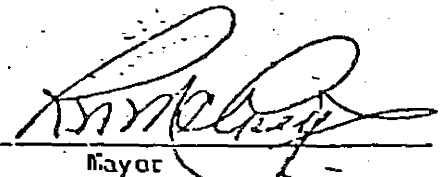
28. TIME shall be of the essence of this agreement and these presents and everything herein contained shall enure to the benefit of and be binding upon and enforceable by the parties hereto and their respective heirs, executors, administrators, successors and, where permitted, assigns.

29. THE LESSEE accepts the within lease to be held by it as tenant subject to all of the covenants, agreements, stipulations and conditions hereinbefore contained.

IN WITNESS WHEREOF the parties hereto have set their hands and seals by their officers on behalf the day and year first written.

CITY OF RED DEER

Per:

  
Mayor

  
City Clerk

  
Asst.

HARRY KLESSFENS/ KLES AIR  
HOLDINGS LTD.

  
Witness

  
Date

A.D. 19 80.

BETWEEN:

REDS-AIR HOLDINGS LTD.,  
(hereinafter called "the Lessor")

OF THE FIRST PART.

CENTRAL ALBERTA PUBLISHER  
(hereinafter called "the Lessee",

OF THE SECOND PART.

WHEREAS THE LESSOR is the owner of lands described as LOTS #1 & 2 A/D E1 at the Red Deer Industrial Airport, Province of Alberta.

AND WHEREAS the Lessor has constructed a building located on the said lands.

AND WHEREAS the Lessee is desirous of renting a portion of the said building plus lands as shown as outlined in red on the plan affixed hereto and marked as Schedule "A" to this Lease, hereinafter described as "the Leased Premises".

1. NOW THEREFORE WITNESSETH that in consideration of the rents, covenants and agreements hereinafter reserved on the part of the Lessee to be paid, kept, observed, and performed by the Lessee, the Lessor does hereby demise and lease unto the Lessee the leased premises for a term of 1 year and 1 further terms of 5 years to be completed from the date of possession as hereinafter set out; the Lessee yielding and paying therefore unto the Lessor its administrators and assigns the annual sum of FOURTEEN THOUSAND FOUR HUNDRED DOLLARS \$ 14,400.00, including Taxes and Utilities. (Standard use of lights), payable in monthly installments in advance on the 1st day of each month of the term in the sum of TWELVE HUNDRED DOLLARS \$ 1200.00 including Taxes and Utilities (Standard use of lights.) and the Lessee hereby hands and delivers to the Lessor the sum of TWENTY FOUR HUNDRED DOLLARS \$ 2,400.00 including Taxes and Utilities. (Standard use of lights.), for two monthly installments upon signing of this Lease to be paid and applied on the first month's rental and the last month's rental of the within Lease. A FURTHER 2 terms of 5 years will be on the first refusal basis only, and will be negotiable at that times going rate. ADDITIONAL POWER supplied for Heavy Machinery will be charged as a direct expense to the "Lessee".

INCREASES OF RENT TO "The Lessee" will only occur if land lease, taxes, or utilities (Standard Use) will increase to "the Lessor" as per City Lease agreement.

THE LESSOR is not responsible for any expenses if the "Lessee" for any reason is not allowed to operate the said "PUBLISHERS BUSINESS" on the said premises.

2. THE LESSEE COVENANTS WITH THE LESSOR AS FOLLOWS:

(1) to pay the rents hereby reserved promptly on the days and at the time and in the manner herein mentioned, without deduction,

set-off or counterclaim.

(ii) to comply with all municipal by-laws and regulations or other governmental regulations in respect to the use and occupation of the leased premises, and to pay for all costs, charges, assessments or anything else imposed against the leased premises or buildings by reason of the occupation of the leased premises by the Lessee and to pay for all and any other outgoings in respect of the demised premises which but for this lease would have been chargeable against the demised premises and payable by the Lessor, so that the Lessor shall receive the rents hereunder free of all deductions, save and except only the Lessor's costs in respect to any franchise, inheritance or income taxes which are or may become payable by the Lessor or which may be imposed against the Lessor for reasons of any law now in force, or hereinafter enacted, and provided further that when and so often as the Lessee neglects or omits to pay any of the said sums, the Lessor may pay them, or any of them, and thereupon charge the amount so paid to the Lessee, who shall forthwith pay them to the Lessor and the Lessor may recover the sums owing as rent in arrears. OWING

(iii) the Lessee covenants and agrees that this Lease is subordinate to and hereby postponed to any mortgaging, encumbering or financing, present or future desired to be done by the Lessor and the Lessee covenants to sign any postponement required by the Lessor so as to enable the Lessor to grant such mortgaging, encumbering or financial commitment to its lender or Banker as a prior charge against the title to the lands and buildings.

3. THE LESSOR may enter upon the leased premises and view the state of repair thereof, and may serve upon the Lessee by registered mail at the address of the leased premises, a notice in writing of any defect in repairs and maintenance requiring the Lessee within the time to be therein mentioned, to repair the same and the Lessee will repair the demised premises in accordance with such notice. In the event of the Lessee failing to repair in accordance with such notice, the Lessor may effect the repairs and charge the expense thereof to the Lessee which shall become payable immediately and shall be

deemed to be arrears in rent and collected in the same manner.

4. THE LESSEE will not, during the said term, transfer, assign or sub-let, or part with the possession of the demised premises, or any part thereof, or otherwise by any act or deed procure the said premises or any part thereof, to be transferred, assigned or sub-let, without the consent in writing of the Lessor first had and obtained, provided such consent shall not be unreasonably withheld.

5. THE LESSEE will not, during the said term, allow or cause anything to be affixed to the demised premises which shall endanger the structure of the demised premises, or create a Builders Lien, or other Lien, or charge against the demised premises, or the lands, and buildings.

6. THE LESSEE will not at any time during the said term hereof, use, exercise, or carry on, or permit, or suffer to be used, exercised, or carried on in, or upon the demised premises, or any part thereof, any noxious, noisome, or offensive art, occupation, trade, business, or calling, any that no act, matter or thing whatsoever shall at any time within the said term be done on or on the said leased premises, or any part thereof, which shall be or may be done to the annoyance, nuisance, grievance, damage, or to the disturbance of any other tenants of the Lessor, or the occupiers, or owners of any adjoining lands or premises that conflict with the laws relating to fires, or the regulations of the fire department of, conflict with any of the rules and regulations of the Board of Health or any other similar governmental regulatory body.

7. THE LESSEE will not during the said term make or suffer to be made any alterations, decorations, or additions to the leased premises without first receiving the written permission of the Lessor, which permission will not be unreasonably withheld. All alterations, decorations, or additions which may be made by the Lessee pursuant to such written permission of the Lessor shall be made at the sole expense of the Lessee and on termination of the within Lease shall become the property of the Lessor.

8. THE LESSEE shall give to the Lessor, or its agents, prompt notice of any accident to the leased premises or any other defect in the water pipes, gas pipes, heating apparatus, light, or wires, mechanical systems in the leased premises.

9. THE LESSEE will save, defend and hold harmless and indemnify the Lessor against any and all suits, claims, actions, or damages which may be made

against the Lessor with respect to or arising out of the use and occupation by the Lessee of the demised premises and the business conducted thereon; it, and shall carry a Tenant's Liability Insurance policy in such amount and as shall from time to time be reasonable in the name of both the Lessee and the Lessor and pay the premiums for such insurance and deposit certificate with respect to such insurance with the Lessor and such insurance to be carried in a company or companies satisfactory to the Lessor and be of a type or form satisfactory to the Lessor; PROVIDED that if the Lessee shall fail to insure and keep insured as herein provided, the Lessor shall be free to effect such insurance at the cost and expense of the Lessee and the sum so expended by the Lessor shall be added to the rent due on the next succeeding payment date and such payment in addition to the regular payment shall then constitute rent hereunder.

10. THE LESSEE covenants that in respect to its use of any of the lands adjoining the leased premises which may be reserved exclusively for the use of the Lessee that it will not store, maintain, or park, or otherwise use the said lands in any manner which may be objectionable to the Lessor, and the Lessor may give the Lessee notice in writing of any such thing, or things that may be objectionable and require the Lessee to remedy the same within ten (10) days of such notice and the Lessee will comply with all Municipal and Governmental regulations.

11. THE LESSEE, upon paying the rent, hereby reserved and performing the covenants and agreements on its part herein contained, shall and may peacefully have access to, enjoy and possess the leased premises for the term hereby granted without interruption or disturbance from the Lessor or any other person or persons lawfully claiming by, through, from or under the Lessor. THE LESSOR AND THE LESSEE MUTUALLY COVENANT AND AGREE AS FOLLOWS:

12. THE LESSOR shall have the right to enter into the demised premises at reasonable hours to examine them.

13. IF THE TERM hereby granted, or any of the goods and chattels of the Lessee shall at any time be seized, or taken in execution, or in attachment by any creditor of the said Lessee, or if a Writ of Execution shall issue against the goods or chattels of the said Lessee, or if the said Lessee shall make any assignment for the benefit of creditors, or becoming bankrupt, or insolvent debtors, or shall attempt to abandon said demised premises, or to

sell, or dispose of said goods and chattels as that there would not, in the event of such sale or disposal be, in the opinion of the Lessor, a sufficient distress on the demised premises for the then accruing rent, then and in every such case the current month's rent, together with the rent for the three succeeding months next accruing, shall immediately become due and payable and the said term shall, at the option of the Lessor, forthwith be forfeited and determined, without prejudice to any claim or claims which the Lessor may have under these premises.

14. IN THE event of the Lessee remaining in occupation of the said demised premises after the expiration of the said term and paying rent to the Lessor and the Lessor accepting such rent, that such holding over and payment shall not, in the absence of some further and other agreement between the parties hereto, constitute the Lessee tenant for year of the Lessor, but that such holding over payment shall be taken to constitute the Lessee tenant from month to month from the Lessor under the terms and conditions of this Lease.

15. IF THE rent hereby reserved, or any part thereof, be in default for a period of fifteen (15) days, or in the event of the Lessee failing to remedy any other breach of the terms of this Lease after receipt of fifteen (15) day notice in writing by the Lessor calling the said breach to the attention of the Lessee and requesting that the same be remedied, then, and in every such case it shall be lawful for the said Lessor to re-enter into and upon the said demised premises and the same to have again and enjoy as before the granting of this Lease and thereupon this demise shall absolutely cease and determine.

16. IF THE demised premises hereby demised shall at any time during the term hereby agree upon be destroyed by fire, lightning, or tempest so as, in the opinion of the Lessor, to be a total loss, then the rent hereby reserved shall be forthwith payable up to the time of the destruction of the said demised premises and the said term shall immediately become forfeited and void and the Lessee shall be relieved from all further liability hereunder and the Lessor may forthwith re-enter and take possession of the said demised premises.

17. IF THE said demised premises are only partially destroyed by any of the causes aforesaid, then and so often as the same shall happen, the Lessor may at their option, either forthwith rebuild and make the said demised premises fit for the purposes of the Lessee and the rent hereby reserved, or a proportionate part thereof, according to the nature and extent of the injury sustained shall abate, and all or any remedies for recovery of said rent or



such proportionate part thereof, shall be suspended until the said premises shall have been rebuilt or made fit for the purposes of the lease or the Lessor may, at their option, instead of rebuilding, by notice in writing mailed to the Lessee, forthwith determine and put an end to the lease, and the Lessor may thereupon recover the rent due and accruing due up to the time the said demised premises become unfit for occupation as aforesaid, and may deal with the said demised premises as fully and effectually as if those premises had not been entered into. In the event of such partial destruction, the Lessor shall exercise their option whether or not to start rebuilding within ninety (90) days after such partial destruction, and proceed to rebuild with all due diligence.

18. THE LESSEE may, with the consent in writing of the Lessor first had and obtained, which consent will not be unreasonably withheld, put, place, and maintain on the outside of its demised premises such business signs, illuminated or otherwise, as the Lessee may in the course of its business require. The Lessee agrees that it will, prior to the putting or placing of any such signs, in addition to obtaining the consent of the Lessor thereto, obtain any permits or licenses and comply with all other lawful requirements that may be necessary in respect of such signs, and that it will bear all expenses, direct or indirect, in connection with the putting, placing, installing, and maintaining, and otherwise howsoever of any and all such signs. The Lessee further agrees that it will remove any and all such signs, upon the termination of this Lease, and that it will return the demised premises to the condition that they were in prior to the installation of the said signs, and that the Lessee will indemnify and save harmless the Lessor from any and all claims for damages which might result to any person or property as a result of the existence of the said signs or any of them.

19. THE LESSEE covenants, agrees, and undertakes to provide proof of insurance coverage, with loss payable to the Lessor as their interest would appear, to the extent necessary to protect the interest of the Lessor in the use of their premises by the Lessee, and in particular to provide:

- (a) fire and extended coverage and malicious damage insurance for the full replacement value of the demised premises and all improvements and equipment thereof;
- (b) plate glass insurance in the demised premises;
- (c) such other insurance as it may be or become customary for

owners of the property to carry as respects to loss or damage to the demised premises, or liability arising therefrom. and the Lessee shall provide a copy of all insurance policies to the Lessor;

and in the event that the Lessee disputes the replacement cost determined by the Lessor for the purposes of insurance, the Lessee may cause the matter to be referred to arbitration.

20. THE LESSOR, at their own expense, shall be responsible for all structural repairs, including the exterior walls, roof, or foundation, but not for repairs necessitated by neglect, or misuse of the demised premises by the Lessee.

21. ALL GLASS and trimmings in, upon, or about the doors and windows of the demised premises shall be kept whole and whenever any part thereof shall be broken, it shall immediately be replaced or repaired on the direction and to the satisfaction of the Lessor and shall be paid for by the Lessee.

22. AT THE end of the term or any extension thereof or sooner termination of the term, the Lessee will leave the premises in good repair, reasonable wear and tear and damage by fire, lightning and tempest only excepted.

23. THE LEASE herein shall enure to the benefit of and be binding upon the heirs, administrators, executors, successors and assigns of the parties hereto respectively.

24. ALL NOTICES required to be given pursuant to this Lease shall be given by, and sent by registered mail to the Lessor at P.O. Box 995, Red Deer, Alberta and to the Lessee at \_\_\_\_\_

Either party may change their address for notice hereunder by notice in writing mailed, or delivered to the other party.

25. IT IS the intention of the parties hereto that this shall be a net lease and that the rent provided to be paid to the Lessor herein shall be absolute net to them, and that all costs, expenses and obligations of every kind and nature whatsoever relating to the demised premises (structural repairs excepted) shall be paid by the Lessee.

IT IS MUTUALLY COVENANTED AND AGREED by the parties hereto that excusing, overlooking, condoning, extensions, indulgences, or failure to enforce the Lessee's covenants by the Lessor, shall not constitute a waiver or estoppel as against the Lessor, or the Lessor's right to subsequently enforce and recover upon such default by the Lessee or require its enforcement as herein set out.

IN WITNESS WHEREOF the Lessor has caused its corporate name and seal to be affixed as attested to by the hand of its proper officer this 17<sup>th</sup> day of June, A.D. 1980.

KLES-AER HOLDINGS LTD.

PER: [Signature] (Seal)

For the corporate Lessee, corporate Lessee completes this.

IN WITNESS WHEREOF the Lessee has caused its corporate name and seal to be affixed as attested to by the hand of its proper officer: this 28<sup>th</sup> day of April, A.D. 1980.

PER: [Signature] (Seal)

Central Alberta Partition

OR:

If individual Lessee, then this is completed together with Affidavit of Execution of Witness.

IN WITNESS WHEREOF the Lessee has caused his name and seal to be affixed this 17 day of July, A.D. 1980.

SIGNED, SEALED & DELIVERED in the presence of:

[Signature]

[Signature]

Affidavit of Verification

CANADA

1. Colette Pomeroy

Province of Alberta

of the City

of Red Deer

TO WIT:

in the Province of Alberta,

Secretary

make oath and

1. That I was personally present and did see Globe Holdings Ltd., Col-Staff Hold:

Airdrie & District Echo Publishing Co. Ltd., Ltd.,

Canadian Aviation News Ltd., named in the within (or annexed) instrument with

The Rimbey Record Ltd., Davis Publishing Ltd., 240456 Alta. Ltd.

personally known to me to be the person named therein, duly sign and execute the same for the purpose named

therein, carrying on business under the firm name and style of:

CENTRAL ALBERTA PUBLISHERS

2. That the same was executed at the city of Red Deer

in the Province of Alberta, and that I am the subscribing witness thereof

3. That I know the said Globe Holdings Ltd., Col-Staff Holdings Ltd.,

Airdrie & Dist. Echo Publishing Co. Ltd., Canadian Western News Ltd.,

The Rimbey Record Ltd., Davis Publishing Ltd., 240456 Alta. Ltd.,

carrying on business under the firm name and style of:

Central Alberta Publishers.

and they are in my belief the full age of 18 years.


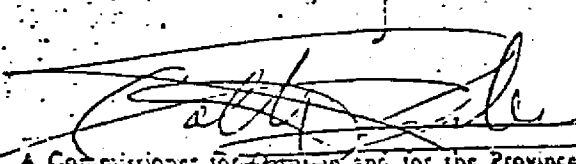
SWORN before me at the city

of Red Deer

in the Province of Alberta,

this 17th day of June

A.D. 1950.

  
  
A Commissioner for Oaths in and for the Province of Alberta

(If this document is executed by any person outside the Province of Alberta, a Notary Public must take the affidavits of each person and affix his seal.)

30

CENTRAL ALGERIA PUBLISHERS

HADGAR = 3

SCHEDULE "A"

Office of  
CITY ENGINEER



RED DEER, ALBERTA  
T4N 3T4

June 19, 1981

Parkside Holdings  
12-7429-49 Avenue  
RED DEER, ALBERTA

ATTENTION: MR. J. RATZKE

Dear Sir:

RE: Sewer Connection - Former Kles Air Hangar  
Lots 1 & 2  
Red Deer Industrial Airport  
-----

Permission for the sewer connection from the former Kles Air Hangar to manhole 5 (opposite former Flyte Restaurant) is herein approved subject to your acknowledgement and agreement to the conditions listed below. Please note that it will also be necessary to have Air Ranger sign this agreement as well as it is our understanding that an agreement for sale is pending. Please return same to the undersigned prior to construction.

1. The owner of the above described hangar herein acknowledge that this service connection is a temporary solution designed to solve a problem with the sewage disposal from the hangar. The owners further agree to connect to a proper sewer system when same is made available.
2. The owners will install a water meter to measure the water used in the facility for the purpose of calculating the sewer billing which shall be calculated using the same rates as for other buildings on the industrial airport.
3. The owners of the said hangar will be responsible for all costs of construction and the future maintenance of the service connection. Estimated flow 200-250 igpd.
4. The two (2) paved road crossing shall be augered instead of "open cut" unless otherwise approved by the airport manager.
5. Restoration of the service connection trench is to be done in such a manner as to restore existing conditions in a workmanlike manner satisfactory

to the City Engineer. Mr. Duane Christianson, Senior Construction Inspector, is to be contacted prior to construction such that the required inspection can be done.

6. Sewage effluent shall comply with City of Red Deer Sewer Bylaw

ACKNOWLEDGED AND AGREED

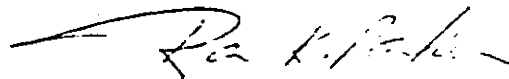
---

Parkside Holdings Ltd.

---

Air Ranger

Yours truly,



Ron K. Parker, P. Eng.  
Assistant City Engineer  
Sewer & Water

RKP/emg

cc - D. Sutherland

cc - C. Sevcik

cc - D. Christianson

Barrister, Solicitor, Notary Public

205 PROFESSIONAL BUILDING  
4625 ROSS STREET  
RED DEER, ALBERTA T4N 1X6

TELEPHONE (403) 346-6603  
TWX 510-841-5654

T.H. CHAPMAN, B.A., LL.B.  
L.D. HARRIS, B.P.E., LL.B.  
D.J. SIMPSON, B.A., LL.B.

YOUR FILE

OUR FILE

March 25, 1982.

The City of Red Deer  
City Hall,  
RED DEER, Alberta

ATTENTION: Mr. C. Sevcik

Dear Mr. Sevcik:

RE: Assignment of Lease  
Parkside Holdings Ltd. to  
SIMON and BULLOCK

I have reviewed the form of Assignment forwarded to this office and would recommend that Council of the City of Red Deer approve the Assignment subject to the following:

That paragraph 2(b) of the Lease be amended to read as follows:

"(b) the provisions of the Klessens Lease are those set forth in Schedule "A" attached hereto, and such provisions, together with the provisions of Schedule "C" attached hereto reflect the entire Agreement between the Lessor and the Lessee relating to the said lands;"

and that a new paragraph be inserted as paragraph 2.1;

"2.1 The Assignee acknowledges and agrees that they accept and are bound by the terms and conditions contained in Schedule "C", and covenant and agree that they shall perform all obligations imposed upon the owner of the hanger as therein stated."

The letter of June 19, 1981 should then be attached to the Agreement as Schedule "C".

Yours truly,

THOMAS H. CHAPMAN  
THC/jlb



c

RELEASE AND QUIT CLAIM

WITNESSETH that Air Ranger Aviation Alberta Ltd. has through an Assignment in writing dated the 5th of June A.D. 1981, released and interest contained in property described as A/D B1 and all of Lot 1 and all of Lot 2, Red Deer Industrial Airport, by means of an Assignment in writing dated the 5th of June A.D. 1981.

AND WHEREAS by Mortgage of Lease between Air Ranger Aviation Alberta Ltd. as Mortgagor and Parkside Holdings Ltd. as Mortgagee, the Mortgagor promised to release and quit claim any interest in the property.

AND WHEREAS there has been a default in excess of sixty (60) days as provided for in the Mortgage of Lease.

NOW THIS AGREEMENT WITNESSETH that the Company, Air Ranger Aviation Alberta Ltd., herewith releases and quit claims to Parkside Holdings Ltd. all interest which it may have in the land described as A/D B1 all of Lot 1 and all of Lot 2, Red Deer Industrial Airport, together with any interest that it may have through an assignment in writing dated the 5th of June A.D. 1981, between Air Ranger Aviation Alberta Ltd. and Parkside Holdings Ltd. related to any and all improvements constructed upon the said lands. In addition, Air Ranger Aviation Alberta Ltd. herewith expressly renounces any interest in the hanger complex being a steel frame building comprising of Twenty-seven Thousand Eight Hundred Eight-two (27,882 sq. ft.) square feet more or less located upon the property described as A/D B1 one-half of Lot 1 and all of Lot Two which it may have acquired through a Bill of Sale between Parkside Holdings Ltd. and Air Ranger Aviation Alberta Ltd. registered in Central Registry

expressly renounces any claims which it may have or might have by Parkside Holdings Ltd. relating to the complex situated at the Red Deer Industrial Airport known as AIT #1 one-half Lot 1 and all of Lot 2, of September, October, November and December, 21, 1981.

AND FURTHER the Company, Air Ranger Aviation Alberta Ltd. do hereby forever release and discharge Parkside Holdings Ltd., its successors and assigns of and from any and all manner of actions, suits, causes of actions, suits, debts, dues, sums of money, claims and demands whatsoever at Law or in equity which it ever had or now has by reason of any matter, cause or thing whatsoever existing up to the present time and in particular, but without restricting the generality of the foregoing, with respect to any and all transactions relating to the complex situated at the Red Deer Industrial Airport known as AIT #1 one-half Lot 1 and all of Lot 2.

IN WITNESS WHEREOF, Air Ranger Aviation Alberta Ltd. has hereunto affixed its name and seal, as attested to by the hand of its proper officer, this 24 day of Dec A.D. 1981.

AIR RANGER AVIATION ALBERTA LTD.

Per: *St. J. Arndt*  
*[Signature]*

(affix corporate seal)

March 25, 1982

TO: CITY CLERK

FROM: CITY TREASURER

RE: ANNUAL REPORT ON INVENTORY POSITION

On April 8, 1968 Council requested that a report be submitted annually on the stores inventory position.

In compliance with Council's request the 1981 inventory on hand or ordered and comparative data on previous years follows.

Inventory Type	<u>1981</u>	<u>%INCR</u>	<u>1980</u>	<u>%INCR</u>	<u>1979</u>	<u>%INCR</u>
General	85,310	(8)	92,736	62	57,086	46
E.L. & P.	4,357,860	(1)	4,404,979	7	4,123,281	87
Water & Sewer	144,029	3.5	139,105	4	134,380	31
Auto & Transit	104,479	(2)	106,463	28	83,071	6
	<u>4,691,678</u>	<u>(1)</u>	<u>4,743,283</u>	<u>8</u>	<u>4,397,818</u>	<u>82</u>

Inventory Type	<u>1978</u>	<u>%INCR</u>	<u>1977</u>	<u>%INCR</u>
General	38,955	11	34,839	(2)
E.L. & P.	2,195,875	40	1,563,083	53
Water & Sewer	102,458	4	98,716	3
Auto & Transit	77,985	53	50,962	(7)
	<u>2,415,273</u>	<u>38</u>	<u>1,747,600</u>	<u>45</u>

The first column indicates the amount of inventory of each type at year-end and the second column, the percentage increase over the previous year.

It should be noted that the above figures include items which had been ordered prior to December 31 but not actually received by year end. If the figures were adjusted for these 'accrued' items the actual physical inventory on hand at the end of the last two years would be as follows:

...2

	<u>1981</u>	<u>1980</u>	<u>% Increase</u>
General	74,424	57,096	30
E.L. & P.	3,796,824	4,038,997	(6)
Water & Sewer	140,619	130,775	8
Auto & Transit	102,811	105,073	(2)
	<u>4,114,679</u>	<u>4,331,921</u>	<u>(5)</u>

While the total recorded inventory decreased by 1% the actual physical inventory decreased by 5%. Prior to 1981 it can be noticed that the inventory increased significantly on a year to year basis however during 1981 the total inventory value decreased.

During 1981 a review of the inventory was started with a view towards computerization during 1982. During the course of this review it became evident that a large portion of the inventory was subject to little or no turn-over. As a result, \$1,377,200 of E.L. & P. inventory that was purchased prior to 1981 was revalued in February 1982 to reflect carrying charges for slow moving stock. The result of this revaluation was an increase in the E.L. & P. inventory of \$508,758 to \$4,305,582.

At 1981 year-end the E.L. & P. expenditure accounts were charged \$180,109 to provide a reserve for possible losses on obsolete stock items.

The assistance of the E.L. & P. and Engineering departments has been requested to determine which items are:

1. Surplus and may be sold
2. Kept on hand in case they are required for maintenance
3. To determine the time frame within which other stock items will be used.

City policy with respect to the purchase of stores is to have not more than one years supply on hand with the exception of certain "insurance" items which due to extended delivery times must be maintained in stock for possible emergency repair.

When computerization is finished greater control of inventory should be possible.

A large portion of the inventory is used for construction purposes. It will be possible when computerized to allocate this portion of the inventory

...3

...3

directly to specific construction projects. It should then be possible to more accurately ascertain the annual rollover rate of general stores items and therefore ensure that the annual turnover rate is increased.

This report is submitted for your information.

C



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

AW/jm

cc: City Commissioner  
Assistant City Treasurer  
General Accountant  
Accounting Supervisor

Commissioners' comments

The above is submitted for the information of Council.

"R.J. MCGHEE"  
Mayor

"M.C. DAY"  
City Commissioner

- April 5th, 1982

MEMORANDUM

TO: CITY COUNCIL

FROM: RECREATION BOARD

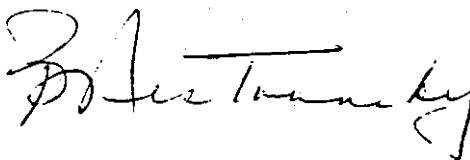
RE: PINES COMMUNITY SCHOOL REQUEST FOR RESOLUTION

As a requirement of the Alberta Interdepartmental Committee on Community Schools, a Community School must have a resolution approved by Council worded as follows:

"That so far as practicable, we support the establishment and functioning of the Pines Community School as a Designated Community School under the Alberta Community School Programme Position."

This request was dealt with by the Recreation Board at their last meeting and is recommended for approval of the City.

It has been made clear to the Pines Community School Steering Committee that this does not imply financial support on the part of the City and the level of support would be as outlined in the Recreation Master Plan which is limited to the standards as established for neighborhood centres and the availability of staff for limited consulting.



BLAIR NESTRANSKY, Chairman  
Recreation Board

DM:pw

Commissioners' comments

Recommend Council support the request as outlined.

"R.J. MCGHEE"  
Mayor

"M.C. DAY"  
City Commissioner

April 5, 1982

TO: CITY CLERK  
FROM: CITY ENGINEER  
RE: COMMISSIONING OF A CONSULTANT  
CITY GROWTH STUDY

---

It was determined at the last meeting of the Committee that a Consultant should be commissioned.

The assignment would be to look at the general area to be considered, and determine on a preliminary basis, the ramifications of developing such areas. They would address specifically water supply, sewage collection, storm sewer collection and roads systems.

It was estimated that such a study may cost in the order of \$100,000.00. It is very difficult to determine what the cost may be and this was only a very rough estimate, the actual cost could vary. At the time proposals are received from Consultants, we will know better what the costs may be.

We would respectfully request Council's permission to select a Consultant at a cost not to exceed, without Council's permission, one hundred thousand dollars (\$100,000.00).

"B.C. JEFFERS" P. Eng.  
City Engineer

BCJ/emg

cc - B. Cundy, RDRPC

Commissioners' comments

Concur with the recommendations of the City Engineer.

"R.J. McGHEE"  
Mayor

"M.C. DAY"  
City Commissioner

1982 03 30

TO: City Clerk  
FROM: City Assessor

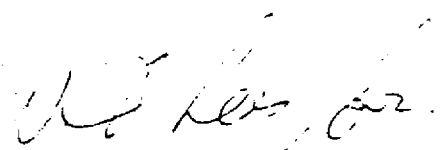
RE: Lot Z, Block 21, Plan 5060 ET  
Donsdale Group  
Continental Bank Building  
4610 - 49 Avenue

Please find attached authorization from the Donsdale Group to proceed with the license to occupy the road and lane right of ways that have been dedicated by Donsdale Developments Ltd.

We concur with the City Engineer's report of March 12, 1982, (copy attached) as to why this license to occupy is required.

We would recommend that this license be subject to:

1. A rate of \$5.00/year with a 30 day cancellation clause.
2. Any other conditions which the City Solicitor may recommend to protect the City's interest.

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

WFL/bt  
att'd.

Commissioners' comments

Concur with the recommendations of the City Assessor. A Bylaw to grant a license to occupy the lands involved is attached to this agenda.

"R.J. McGHEE"  
Mayor

"M.C. DAY"  
City Commissioner



36.  
**RED DEER REGIONAL PLANNING COMMISSION**

4920-59 STREET

P.O. BOX 5002

RED DEER, ALBERTA, CANADA. T4N 5Y5

NO. 12

DIRECTOR:

Robert R. Cundy M.C.I.P.

TELEPHONE: (403) 343-3394

Your File No.

Our File No.

April 6th, 1982

Mr. R. Stollings  
City Clerk  
City of Red Deer  
P.O. Box 5008  
RED DEER, Alberta

Dear Sir:

RE: Land Use Bylaw No. 2672/80

Land Use Bylaw No. 2672/80 was approved August 19th, 1980. With the application and administration of the Land Use Bylaw since that time, City Administration has noted several instances where slight discrepancies have occurred or instances where the wording or the mechanism could be improved.

Amending Bylaw 2672/C-82 has been proposed: to provide needed definition; to correct minor discrepancies; and to improve the wording. These corrections are minor and technical in nature and do not alter the underlying principles originally embodied in Land Use Bylaw 2672/80.

Those persons receiving a copy of this letter and amending bylaw should scrutinize the bylaw for accuracy in wording and intent.

Yours truly,



D. Rouhi, MCIP  
SENIOR PLANNER  
City Planning Section

MC/lr

Enclosure

c.c. - City Solicitor  
- Development Officer

**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 DIOSBURY—TOWN OF ECKVILLE  
TOWN OF INNISFAIR—TOWN OF LACOMBE—TOWN OF OLDS—TOWN OF PENHOLD—TOWN OF ROCKY MOUNTAIN HOUSE—TOWN OF STETTLE—TOWN OF SUNDRE—TOWN OF SYLVAN LAKE  
VILLAGE OF ALIX—VILLAGE OF BENTLEY—VILLAGE OF BIG VALLEY—VILLAGE OF BOTHA—VILLAGE OF CAROLINE—VILLAGE OF CLIVE—VILLAGE OF CREMONA—VILLAGE OF DELBURN  
VILLAGE OF DONALDA—VILLAGE OF ELDORA—VILLAGE OF GAOSBY—VILLAGE OF HALKIRK—VILLAGE OF MIRROR—SUMMER VILLAGE OF BIRCHCLIFF—SUMMER VILLAGE OF GULL LAKE  
SUMMER VILLAGE OF HALF MOON BAY—SUMMER VILLAGE OF NORGLINWOLD—SUMMER VILLAGE OF ROCHON SANDS—SUMMER VILLAGE OF WHITE 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 STETTLE No. 6 —IMPROVEMENT DISTRICT No. 10

Commissioners' comments

Recommend Council give first reading to this Bylaw after which same can be advertised and a public hearing held.

"R.J. MCGHEE"  
Mayor

"M.C. DAY"  
City Commissioner

NO. 13

1982 04 07

TO: City Council

FROM: City Assessor

RE: Mobile Home Lots - Land Sale Policy  
Normandeau Subdivision  
Norby Crescent

---

We respectfully ask City Council's consideration of the following items pertaining to the Residential Land Sale Policy approved October 9, 1979 and May 12, 1980.

October 9, 1979

- "1. Hold an inventory of seven single and three double for homeowner applicants being 50% of the total 46 lots available (13 sold to date plus 10 inventory).
2. A draw for the remaining 17 lots (six sold to mobile home dealers to date) open to all mobile home dealers paying business tax to the City of Red Deer for 1979 on or before the date of the draw".

May 12, 1980

"Approval for lots not sold at the time of the draw, regardless if they are from the homeowner or contractor portion, be retained for sale in the same categories only, at the then current price (including mobile homes)".

We would ask Council's approval of a policy that would allow the remaining 11 mobile home lots to be sold to either homeowner applicants or mobile home dealers paying business tax to the City of Red Deer.

The present inventory consists of five lots for single wide units and six lots for double wide units (see attached map).

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

WFL/bt  
att'd.



Commissioners' comments

We concur with the recommendations of the City Assessor.

"R.J. MCGHEE"

Mayor

"M.C. DAY"

City Commissioner

NO. 14

April 7, 1982

TO: CITY CLERK

FROM: CITY TREASURER

RE: BYLAW NO. 2343 - WATER UTILITY BYLAW  
BYLAW NO. 2085 - POWER UTILITY BYLAW

At the Council meeting of March 29, 1982 Council authorized amendments to the above bylaws to reflect changes in deposit policy. The changes are summarized below:

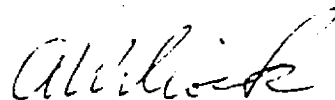
Power Bylaw No. 2085

1. Deposit for new commercial customers increased from \$75 per meter to an amount equal to 3 months estimated billings, minimum to be \$200, maximum to be \$995.
2. Large commercial customers or other consumers with more than 5 electric meters at one location, maximum \$1,000 deposit.
3. Any account that has:
  - a) accumulated 2 months of arrears, or
  - b) is cut off for non-payment, or
  - c) pays an account with an N.S.F. or 'payment stopped' cheque will be required to pay a deposit equal to three months estimated billings.
4. Interest on deposits will be paid at 10% per year (simple interest) from May 1, 1982; or the day deposit received whichever is later, to the date the deposit is refunded.
5. In lieu of requiring a deposit the City may accept an irrevokable letter of credit.

Water Bylaw No. 2473

Changes as per (3), (4) and (5) above.

Council approval of the proposed amendments is respectfully requested.



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

AW/jm

April 7, 1982

NO. 15

TO: CITY COUNCIL

At the regular meeting of Council on October 13th, 1981, Council passed the following resolution with respect to the planning for the urban corridor park:-

"RESOLVED that Council of The City of Red Deer having considered report dated October 5, 1981, from Mayor McGhee, Chairman of the Urban Parks Policy Committee, hereby agree that the Urban Parks Policy Committee be authorized to approve all future expenditures of the Management Committee related to preparation of the Master Plan, with an understanding that the total expenditure will not exceed 2% of the sum available for capital works or a total of \$272,820.00 based on the 1981 figures as attached.

Council further agree to permit the Management Committee to engage a project manager on a contract basis, as recommended to Council October 13, 1981."

The \$272,820.00 referred to was intended to cover all expenditures of planning for this park but, earlier in the resolution specific reference is made to the Master Plan. Accordingly, no further planning beyond the preparation of the Master Plan can be undertaken without reference back to Council.

I would recommend Council, by resolution, give authority to the Urban Parks Policy Committee to approve all planning expenditures up to a maximum of \$272,820.00, as was the original intent.

R.J. MCGHEE  
Mayor

# THE CITY OF RED DEER

43.



Office of:  
CITY CLERK

RED DEER, ALBERTA

NO. 16

April 7, 1982

TO: CITY COUNCIL  
FROM: CITY CLERK

Re: Alarm Bylaw 2751/82

We have noted that the above mentioned bylaw which was passed by Council March 29, 1982 makes reference to a Schedule "A" and which Schedule was not included with the bylaw. An amending bylaw to incorporate the said Schedule "A" is enclosed herewith for consideration by Council.

Respectfully submitted,

R. STOLLINGS  
City Clerk

RS/cc



Mr. C. T. Dalwood  
#4, 5571 - 45th St.  
Red Deer, Alberta

March 23, 1982

City of Red Deer,  
Red Deer, Alberta

Attention: City Council

Dear Sirs:

RE: 5944 - 63 St., Red Deer - Lot 4, Block 2, Plan 619HW

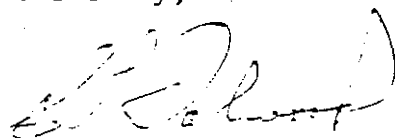
I am requesting City Council to re-zone the above named property, from R-1 to R-2, so as to construct a 4 plex. The lot size is 53' X 147', and at present, there is an old 2 room house on the property.

There is a duplex on the west side and a 4 plex on the east side of the property.

Enclosed please find a photo of said property.

Thank you for your consideration with regards to this matter, I remain,

Yours truly,



C. T. DALWOOD

CTD/mhw

Recd.  
8:30 AM  
Mar. 24/82  
B.

# RED DEER REGIONAL PLANNING COMMISSION

4920-59 STREET

P.O. BOX 5002

RED DEER, ALBERTA, CANADA. T4N 5Y5

DIRECTOR:

Robert R. Cundy M.C.I.P.

TELEPHONE: (403) 343-3394

Your File No.

Our File No.

April 5, 1982

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

Dear Sir:

Re: Request for Redesignation  
Lot 4, Block 2, Plan 619 HW  
5944 - 63 Street

The request to redesignate the above property from R-1 to R-2 raises a number of concerns.

In December, 1978, Council considered the report entitled, Density: A Study of Redevelopment in Older Residential Neighbourhoods. As a result of this study and subsequent citizen representation at public hearings, Council restricted further redevelopment in this area. In Block 2 along 63 Street redevelopment was restricted to single family housing.

There is approximately 619 feet of frontage between the lane on the west and 59 Avenue. Of this, only three lots, or approximately 260 feet of frontage are utilized for single family housing. The remainder consists of four-plexes, duplexes and one apartment building. A fourplex on this particular lot would be compatible with the pre-dominate uses on this block.

These observations indicate an apparent conflict between the expectations of the residents of the neighbourhood and the actual land use pattern along this portion of 63 Street.

Redesignation will not necessarily eliminate this conflict. In the R.2 District, a fourplex building is a discretionary use. Also, the subject lot is only 16 metres (53 ft.) wide. The frontage requirement for a fourplex is 19.5 metres. In the event that Council did redesignate the site to R-2, these two facts would necessitate a decision by M.P.C. Such a decision is subject to the right of appeal by the residents of the area.

pg. 2

## 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 INNISFAIR—TOWN OF LACOMBE—TOWN OF OLDS—TOWN OF PENHOLD—TOWN OF ROCKY MOUNTAIN HOUSE—TOWN OF STETTLER—TOWN OF SUNDRE—TOWN OF SYLVAN LAKE  
VILLAGE OF ALIX—VILLAGE OF BENTLEY—VILLAGE OF BIG VALLEY—VILLAGE OF BOTHA—VILLAGE OF CAROLINE—VILLAGE OF CLIVE—VILLAGE OF CREMONA—VILLAGE OF DELBURN  
VILLAGE OF DONALDA—VILLAGE OF ELMORA—VILLAGE OF GADSBY—VILLAGE OF HALKIRK—VILLAGE OF MIRROR—SUMMER VILLAGE OF BIRCHCLIFF—SUMMER VILLAGE OF GULL LAKE  
SUMMER VILLAGE OF HALF MOON BAY—SUMMER VILLAGE OF NORGLAND—SUMMER VILLAGE OF ROCHON SANDS—SUMMER VILLAGE OF WHITE SANDS—COUNTY OF LACOMBE No. 14  
COUNTY OF MOUNTAIN VIEW No. 17 —COUNTY OF PAINT EARTH No. 18 —COUNTY OF RED DEER No. 23 —COUNTY OF STETTLER No. 6 —IMPROVEMENT DISTRICT No. 10

pg. 2

Re: Request for Redesignation  
Lot 4, Block 2, Plan 619 HW

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Considering the position taken by the residents and Council approximately three years ago, it is recommended that the request be denied.

Yours truly,



D. Rouhi, MCIP  
SENIOR PLANNER  
CITY PLANNING SECTION

DR/cc

March 26, 1982

TO: CITY CLERK

FROM: R. STRADER, DEVELOPMENT OFFICER/BUILDING INSPECTOR

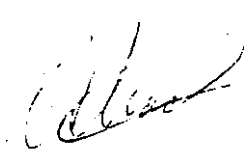
RE: 5944 - 63 Street

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

The area in question is designated R1 in which apartments or duplexes are neither a permitted or discretionary use. Prior to 1979 Apartments and duplexes were discretionary uses subject to Municipal Planning Commission Approval. In 1979 Council, after numerous public hearings and debates restricted these uses in various areas within the City. It was again reviewed in 1980 when the present Bylaw was approved by Council.

Should Council rezone the site R2, the applicant will still require the approval of Municipal Planning Commission as apartments are discretionary in R2 districts. The Municipal Planning Commission approval process would require a survey of property owners in the area to determine their opinion of the project. Municipal Planning Commission would also consider the fact the present Bylaw requires 64 feet of frontage and the site has only 53.03 feet.

We trust this is of information to Council.

  
R. Strader  
Development Officer/  
Building Inspector

RS/lr

Commissioners' comments

We concur with the recommendations of the Planners and recommend this request be denied.

"R.J. McGHEE"  
Mayor

"M.C. DAY"  
City Commissioner

**RED DEER REALTY LTD.**  
4711 - 51st Avenue  
Red Deer, Alberta T4N 6H8  
(403) 342-5011

March 18, 1982

City of Red Deer  
4914 - 48 Avenue  
Red Deer, Alberta

Attention: Mayor Bob McGhee &  
Member of City Council

Dear Sirs:

Re: #2 & #12 Selkirk Blvd.  
Red Deer, Alberta

We are acting on behalf of the owner, Peter Yee, for the above mentioned properties. Presently there exists a twelve suite apartment building on each site with approved parking being provided between the two existing sites.

The owner has instructed us to approach City Council and request that they consider removing a caveat registered by the City of Red Deer on the two properties; namely that of restricting the development on the properties to a maximum of 24 units. It will be the owner's intention to apply for a building permit allowing for the development of an additional 24 unit apartment building including underground parking facilities which would conform to all existing restrictions and regulations for R3 zoning. We have approached members of M.P.C. who have advised that the initial approach should be to City Council.

We would appreciate a reply as to when we could expect to be able to make a formal presentation to council.

Yours truly,

Anson Yee  
Sales Consultant

Rick Gates  
Sales Consultant

AY, RG:cas  
encl.



## RED DEER REGIONAL PLANNING COMMISSION

4920-59 STREET

P.O. BOX 5002

RED DEER, ALBERTA, CANADA. T4N 5Y5

DIRECTOR:  
Robert R. Cundy M.C.I.P.

TELEPHONE: (403) 343-3394

Your File No.

Our File No.

April 5, 1982

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

Dear Sir:

Re: Lots A & B, Block 1, Plan 1593 R.S.  
#2 and 12 Selkirk Blvd.

The applicant is requesting the city to remove an existing Caveat pertaining to the number of units and the parking arrangement to allow the construction of a 24 unit apartment building between the two existing buildings.

Background:

When the Sunnybrook subdivision was registered in June, 1961, a 1.28 acres of land was set aside for multiple family use. In November 1967, the site was subdivided and registered into three parcels known as Lot 1-A, 1-B, and 1-C. In July 1967, a building permit was issued for the construction of an 11 unit apartment at the corner of Selkirk Boulevard and Springfield Avenue. At a later date, a plan was submitted for the construction of two more apartment buildings to be constructed to the west of the first apartment building.

On March 9, 1968, a petition signed by 13 property owners on Selkirk Boulevard, objecting very strongly to the proposed three apartment buildings on the site. The petition reads,

"reducing the number of proposed buildings to two, which would allow the developers to provide more parking area, more playground space, and more landscaping."

As a result of the petition, City Council decided to go along with two identical buildings, instead of three. The land sale agreement was amended and the sites were re-subdivided into two parcels, subject to a restrictive covenant with shared parking between the two buildings.

pg. 2

## 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 INNISFAIR—TOWN OF LACOMBE—TOWN OF OLDS—TOWN OF PENHOLD—TOWN OF ROCKY MOUNTAIN HOUSE—TOWN OF STETTLE—TOWN OF SUNDBRE—TOWN OF SYLVAN LAKE  
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COUNTY OF MOUNTAIN VIEW No. 17 —COUNTY OF PAINTEARTH No. 18 —COUNTY OF RED DEER No. 23 —COUNTY OF STETTLE No. 6 —IMPROVEMENT DISTRICT No. 10

pg. 2

The Proposal and Recommendation:

The applicant proposes to develop the parking area between the two buildings for a 24 unit apartment building. We feel that the original objection by the people on Selkirk Boulevard and the City Council decision not to allow more buildings on the site, is still valid. Nothing has changed to warrant another 24 unit apartment building on the parking lot. Therefore, we recommend that the applicant's request be denied.

Yours truly,

D. Rouhi, MCIP  
SENIOR PLANNER  
CITY PLANNING SECTION

DR/cc

c.c. Development Officer, Ryan Strader  
City Assessor, Don Wilson  
City Engineer, B. Jeffers



March 26, 1982

TO: CITY CLERK

FROM: R. STRADER, DEVELOPMENT OFFICER/BUILDING INSPECTOR

RE: #2 - 12 Selkirk Boulevard

In response to your memo on the above subject, we have the following comments for Councils consideration.

The above sites were caveated by City Council in 1968 after receiving a petition from residents of the Sunnybrook area whom were concerned about the density of the proposal. Council amended the caveat and agreement in July of 1978 to allow an additional suite to be built in the unit at #2 Selkirk Boulevard.

Without plans to check with the Land Use Bylaw, we cannot be sure the proposal would comply with landscaping, site coverage and other Bylaw requirements. The sites in question are large enough to meet the density requirements for the increased units.

The sites are designated R3, in which apartments are a permitted use, however, the proposed increase is so significant that we suggest the residents of Sunnybrook be notified of the proposal even though the Bylaw does not require any notification.

R. Strader  
Development Officer/  
Building Inspector

RS/ls

1982 03 29

TO: City Clerk  
FROM: City Assessor

RE: Century 21 Red Deer Realty Ltd.  
#2 & #12 Selkirk Blvd.  
Lots A & B, Block 1, Plan 1593 RS

With reference to the correspondence for a relaxation to allow development of an additional 24 unit apartment, may I submit the following observations.

The property in question, in 1967, consisted of one lot owned by the City. The City of Red Deer accepted a proposal by Hansum Bros. Construction Ltd. for the development of the property into three parcels with proposed apartments to be developed over a period of time.

During 1968, in view of the concerns raised by residents of the Sunnybrook area, the City renegotiated the agreement to create two lots as they are existing today, with parking to be located between the two existing apartments.

Taxation over the years has been based on the limited use created by the agreement.

It is my belief that the present arrangements blend in with the existing developments and that it would be detrimental to the amenities of the area to allow any further apartment development.

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

Commissioners' comments

In view of concern originally expressed by the residents of the area, we could not support any additional development on the sites and would concur with the administration that this application be denied.

"R.J. McGHEE"  
Mayor

"M.C. DAY"  
City Commissioner



**BUILDERS**  
(RED DEER) LTD.

21, 3300 - 45 STREET, RED DEER, ALBERTA T4N 1L7  
PHONE 346-7946  
MAILING ADDRESS:  
P.O. Box 337, RED DEER, ALBERTA T4N 5E9

**SOREN HANSEN**  
PRESIDENT

**KAJ HANSEN**  
SEC. TREAS.

March 29, 1982

City Clerk  
City Hall  
Red Deer, Alberta.

Re: Legal Lot 8 Blk F Plan 551KS  
Lot 5, 6, & 7 Blk F Plan K9  
Civic 4301 - 4305 - 4309 - 4311 - 55 Street

Dear Sir,

We are the owners of the above noted lots. They are on the north boundary of Woodlea fronting on 55 Street.

I realize that under present zoning, a multiple family development is not possible on this site.

We would like council to consider a change in zoning to allow a multiple family development at that location.

Yours truly,



Registered Builder Member

**NEW HOME CERTIFICATION PROGRAM OF ALBERTA**

April 5, 1982

TO: CITY CLERK

FROM: R. STRADER, DEVELOPMENT OFFICER/BUILDING INSPECTOR

RE: 4301 to 4311 - 55 Street

In response to your memo on the above subject, we have the following comments for Councils consideration.

The history of the above sites is well known, however I will give a brief resume. About 1970, the residents of Woodlea became concerned that their neighbourhood was being transformed from single family to multiple family through redevelopment of sites for apartment use. Consequently, the residents petitioned City Council requesting that multiple family buildings not be permitted in their district. With the exception of certain sites this request was granted by Council.

Since that time, Council has been approached by Developers/Property Owners of sites within the neighbourhood with requests to allow them to redevelop their sites with apartments. To date none of these requests have been granted.

Unless there has been a complete reversal of opinion by the property owners in the Woodlea District, we cannot support this request.

R. Strader  
Development Officer/  
Building Inspector

RS/lr

April 5, 1982

TO: City Clerk  
FROM: City Engineer  
RE: Lot 8, Block F, Plan 551 KS  
Lot 5, 6 and 7, Block F, Plan K9  
-----  
4301, 4305, 4309, 4311 - 55 Street

We have no comments with respect to the rezoning.

Should the request for rezoning be approved, we would reserve the right to review the development plans. Certainly, no access would be allowed to 55 Street, plus other restrictions/conditions may apply.

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

BCJ/emg  
cc - RDRPC  
cc - Development Officer  
cc - City Assessor

57.

# RED DEER REGIONAL PLANNING COMMISSION

4920-59 STREET

P.O. BOX 5002

RED DEER, ALBERTA, CANADA. T4N 5Y6

DIRECTOR:  
Robert R. Cundy M.C.I.P.

TELEPHONE: (403) 343-3394

Your File No.

Our File No.

April 5, 1982

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

Dear Sir:

Re: Lot 8, Block F, Plan 551 KS  
Lots 5,6,7, Block F, Plan K9  
Multiple family dwellings in Woodlea

Multiple family dwellings in the Woodlea area are governed by Section 4.13.1(4), which states:

- "(4) On those sites or portions thereof herein listed, the following uses may be allowed:
- (a) semi-detached dwellings and duplexes may be allowed as a discretionary use on Lots 6, 7 and 8, Block 48, Plan K4, and
  - (b) apartments may be allowed as a discretionary use on:
    - (i) Lot 2, Registered Plan No. 5711 HW, Lot 3, 4 and west 15 feet of Lot 5, Block F, Reg. Plan No. 3427 L.
    - (ii) Lots 21 and 22 inclusive, Block H, Registered Plan No. 3427 L, and
    - (iii) Lots 1 to 5 inclusive, Block G, Registered Plan No. 3427 L and Lot A, Registered Plan No. 5711 H.W.
    - (iv) Lots 18 and 19, Block G, Registered Plan No. 3184 I, and
    - (v) Lot 11A, Registered Plan No. 1500 R.S. "

The attached map indicates the location of the subject property.

In August, 1980, Land Use By-law 2672/80 was approved. All of the land in Woodlea, with the exception of those lands listed above, was redesignated as R1.

Prior to the new Land Use By-law, the most recent amendment affecting the area is By-law 2588/J-78 passed on November 27, 1978. At this time, Clause (a) was added.

MUNICIPALITIES WITHIN COMMISSION AREA

pg. 2

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 INNISFAIR—TOWN OF LACOMBE—TOWN OF OLDS—TOWN OF PENHOLD—TOWN OF ROCKY MOUNTAIN HOUSE—TOWN OF STETTLE—TOWN OF SUNDRE—TOWN OF SYLVAN LAKE  
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COUNTY OF MOUNTAIN VIEW No. 17 —COUNTY OF PAINTWATER No. 18 —COUNTY OF RED DEER No. 23 —COUNTY OF STETTLE No. 6 —IMPROVEMENT DISTRICT No. 10

pg. 2

Re: Multiple Family dwellings in Woodlea

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These conditions were originally introduced in the Zoning By-law No. 2011, by way of amending By-law 2011/3-S, passed on August 3, 1971.

Land Use By-law 2588/78 passed August 8, 1978, did in fact remove three lots, lots 20, 23 and 24, Block H, Plan 3427 L, from this condition. This lot has been redeveloped as a single family dwelling.

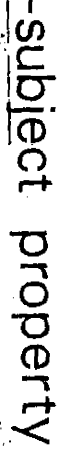
The Woodlea area has been the topic of reoccurring discussion for the last three years. The principle of maintaining it as a low density area has been reaffirmed on several occasions. With this in mind, the new proposed Land Use By-law No. 2672/80 designated the area as R.1 with the exceptions of Section 4.13.1(4) duly noted.

It is recommended that the request for redesignation be denied.

Yours truly,

D. Rouhi, MCIP  
SENIOR PLANNER  
CITY SECTION

DR/cc





Commissioners' comments

In light of Council's concerns and actions taken for this area in the past, we cannot support the request for rezoning and recommend same be denied.

"R.J. MCGHEE"

Mayor

"M.C. DAY"

City Commissioner



**BUILDERS**  
(RED DEER) LTD

\* 1, 5560 5 STREET, RED DEER, ALBERTA T4N 1C1  
PHONE 346-7946  
MAILING ADDRESS:  
P.O. B 337, RED DEER, ALBERTA T4N 5E9

SOREN HANSEN  
PRESIDENT

KAJ HANSEN  
SEC. TREAS

NO. 4

March 30th 1982

City Council  
City of Red Deer  
Red Deer, Alta.

Dear Sirs:

Re: Alberta Corridor Plan

As a business man in Red Deer for many years,  
I agree that Red Deer should become a transportation centre  
for Bus and Rail Services.

We should have better coordination between Bus,  
Rail & Transit Services, as well as proper connections  
from International Airports at Calgary and Edmonton.

Yours truly

Soren Hansen  
President.

Commissioners' comments

The above is submitted for the information of Council.

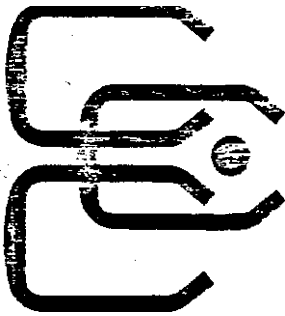
"R.J. McGHEE"  
Mayor

"M.C. DAY"  
City Commissioner



Registered Builder Member

NEW HOME CERTIFICATION PROGRAM OF ALBERTA



# CENTRE COURT CLUB

2645 Bremner Avenue,  
Red Deer, Alberta T4R 1S2  
(403) 342-1222  
Please forward replies to:  
4902 - 53 Street  
Red Deer, Alberta T4N 2E9

March 31, 1982

The Mayor and Council  
City of Red Deer  
City Hall  
Red Deer, Alberta

RE: Spartacus Developments Ltd. purchase of:  
Lot 12B, Block 14, Plan 802-1596, Bower Place Subdivision  
for Centre Court Club project, NOW REFERRED TO AS THE  
BREMNER COMPLEX

Your Worship and Members of Council:

With respect to an Option and Purchase Agreement pertaining to the above property, made January 2, 1981 between the City of Red Deer and 241516 Alberta Ltd. (now known and hereafter referred to as Spartacus Developments Ltd., "Purchaser"), and with respect to a Council Resolution made on August 4, 1981, "Spartacus" hereby presents its case for a request of the following:

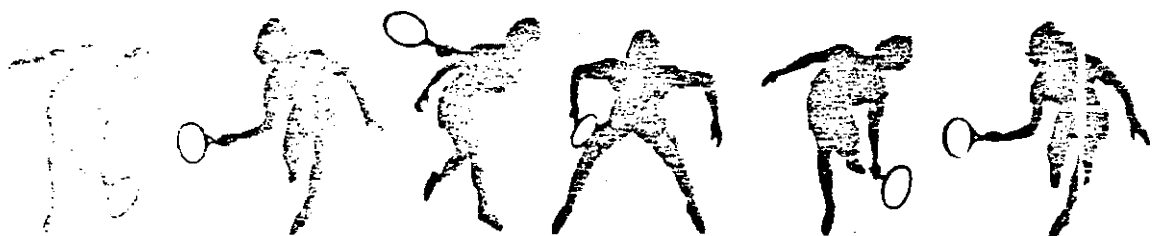
1. Extension of construction commencement date from May 1, 1982 (agreed to by Council on August 4, 1981) to June 30, 1982.
2. Approval of amended site plan and uses herewith proposed as indicated on drawings attached.

The reasons for these requests are directly related and, in the interest of clarity, will be presented in point form.

1. Background Events Leading Up to Present Situation

From the very outset of our involvement with this property, the only project contemplated was Centre Court Club - a first-class, private membership racquetball/squash/tennis club.

.2..



Commencing in early 1981, the rapidly escalating interest rates and reduced consumer discretionary spending indicated difficulties ahead for many racquet court projects - especially for first-class private member clubs.

Our hope was that interest rates would decline or at least stabilize at a level allowing us to continue our project this spring. On August 4, 1981, Council approved the extension of our construction commencement date to May 1, 1981 to accommodate our revised schedule. We were grateful for that relaxation, made our final payment on the property as required by September 1, 1981, and continued to seek realistic financing allowing us to commence by May 1, 1982.

Unfortunately, interest rates continued at record high levels. In spite of our unrelenting pursuit to meet our new deadline and produce our original project, it became apparent that economic conditions demanded a scaled-down facility for general public use.

2. Proposed Modified Racquetball Court Building

Only within the past few weeks we were fortunate in discovering a major developer of a new, proven concept in developing and operating racquetball projects. The principal merit of this concept is that it charges no membership or joining fees, thus making it both accessible and affordable to the widest cross-section of the community. The project requires a maximum of one (1) acre, however, leaving us with an additional one (1) acre of site on which to build for other uses.

We have succeeded in attracting International Courtyards, Inc. (Vancouver, B.C.) to our site ... given its excellent location... and have in hand a signed and sealed offer to lease for an 8-court building to be constructed and finished as shown on the drawings attached hereto. Our tenant is anxious to commence construction not later than June 30, 1982. We are prepared to commence our project as quickly as possible once working drawings are approved and a building permit granted.

3. Proposed Commercial Use Building

To counter-balance the racquetball building (which we desire to construct at the earliest possible date as PHASE 1), we propose to construct a building adjacent to it (PHASE 2), as shown on plans attached, and hereby request that:

- (a) Uses permitted be those found under current C-4 zoning regulations, and
- (b) Spartacus Developments Ltd. be allowed one (1) full year to commence construction from the date established as construction commencement for the racquetball courts.

Page 3  
The Mayor and Council  
City of Red Deer  
March 31, 1982

Our request for developing commercial use space is consistent with such uses granted to other projects within the Bower Special Use District. Clearly, tenants whom we would desire to accommodate would have to be compatible not only with the existing uses in the neighbourhood but also with the adjacent racquetball facility.

The request for a one year construction commencement allowance on the commercial building is appropriate given the current economic conditions. We are confident that this space will be attractive to a variety of tenants, but we would want sufficient time to be selective in securing strong tenant(s) most complimentary to this project and neighbourhood.

#### 4. Proposed Site and Building Layout

Our landscaping plan has been designed to create a unified appearance as one drives by or enters the site. Once on the site, we have provided a large landscaped area adjacent to the racquetball building to allow for optional outside grass-covered playing and relaxing areas for use by the visitors to the courts and children who may accompany their parents. This area could be safely enjoyed without having to cross any parking or driving lanes.

Parking is arranged so that a clear distinction is made for those visiting either the courts or commercial establishment(s).

With appropriate placing of shrubs and trees, we are convinced that this project will be an attractive addition to Bremner Avenue developments.

In every possible way, our company has attempted to make our original project come into being. Our financial commitment to that end has been substantial. To date we have expended approximately \$250,000.00, including purchase price of the land, interest, engineering costs, architectural costs, market research and management.

While economic conditions have now rendered that project unfeasible, we are pleased to be able to present the BREMNER COMPLEX which we are prepared to commence as quickly as possible.

In consideration of the above, we request a favourable decision as to the extension of construction commencement date and amendments to our overall plan.

We are grateful for your careful attention to this matter.

Respectfully submitted,

SPARTACUS DEVELOPMENTS LTD.

G. W. Granlund  
President

## RED DEER REGIONAL PLANNING COMMISSION

4920-59 STREET

P.O. BOX 5002

RED DEER, ALBERTA, CANADA, T4N 5Y5

DIRECTOR:

Robert R. Cundy M.C.I.P.

TELEPHONE: (403) 343-3394

Your File No.

Our File No.

April 6, 1982

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

Dear Sir:

Re: Spartacus Developments Ltd.,  
Lot 12B, Block 14, Plan 802-1596  
Centre Court Club Project

In their previous application approved by City Council, it was proposed that the site be developed with a major sports complex, including 10 indoor courts, a gym, a pro-shop area, and a lounge area, as well as four outdoor tennis courts. The feasibility of enclosing the tennis courts is to be investigated at a later date.

The site in question is zoned as a 'Special Use District' in terms of the existing Land Use By-law. The Special Use District permits any uses approved in a City of Red Deer Land Sale Agreement.

The applicant is now proposing to reduce the size of the sports complex to 8 courts and omitting other planned facilities. He is also requesting permission to develop a commercial building in the future, south of the sports complex.

The City, as part of the land sale agreement, insists that no parking be permitted in the front yard, and that a minimum of 18.3 metres be landscaped, similar to the Advocate, A.M.A., Sim's and C.K.R.D. buildings. The plan indicates front yard parking. The situation can be improved by placing the building in front and having parking at the rear, or placing some parking behind 18.3 metres of front yard landscaping.

pg. 2

## 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  
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COUNTY OF MOUNTAIN VIEW No. 17 —COUNTY OF PAINTERTON No. 18 —COUNTY OF RED DEER No. 23 —COUNTY OF STETTLE No. 6 —IMPROVEMENT DISTRICT No. 10

pg. 2

Re: Centre Court Club Project

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As to the future commercial use, the intention of the By-law was not to allow multiple occupancy similar to the one suggested by the applicant. It would appear that the land is surplus to their need and therefore we recommend that the City sell only half of the site for the proposed Centre Court Complex and retain the remaining south end for another client.

Yours truly,

D. Rouhi, MCIP  
SENIOR PLANNER  
CITY SECTION

DR/cc

- c.c. - City Assessor, Don Wilson  
- City Engineer, Bryon Jeffers  
- Development Officer, Ryan Strader  
- Economic Dev. Director, Alan Scott

April 6, 1982.

TO: City Clerk, R. Stollings

FROM: Director of Economic Development, A. Scott

RE: Spartacus Developments Ltd. purchase of  
Lot 12B, Block 14, Plan 802-1596

On September 2, 1980, City Council approved the sale of a 1.9 acre site in the Bower Special Use area to 241516 Alberta Ltd., which was renamed SPARTACUS DEVELOPMENTS LTD. The development was to consist of 18,020 square feet, and would house 10 indoor racquet courts. Related amenities, such as: sauna baths, whirlpools, gymnasium, lounge area, and pro shop, were also planned. In addition, four outdoor tennis courts were proposed, to be located at the rear of the building.

Because of a delay of twenty days in the completion of our land sales agreement, Spartacus was granted an extension of 30 days to the option period, at a cost of 1½% of the purchase price, which would apply to the purchase of the land upon exercising of the option.

On August 4th, 1981, City Council granted an extension to the "Commencement of Construction" date in the land sales agreement, from September 1st, 1981, to May 1st, 1982, "on the condition there is no change to the date of completion, i.e. October 2, 1982". The developer cited high interest rates as the primary reason an extension was needed.

Spartacus Development Ltd. is now requesting further extensions and relaxations from City Council. It would appear that in addition to an extension of two months to the "commencement of Construction" date, an extension to the construction completion date will now be needed. A number of changes have occurred to the development since the first proposal before Council on September 2, 1980. They are as follows:

1. Development has been increased from 18,020 square feet to 21,982 square feet.
2. Racquet court facility has been reduced from 10 courts to 8 courts, and from 18,020 square feet to 11,997 square feet
3. Tennis courts have been eliminated
4. Local businessmen who proposed owning and managing racquet courts, would now appear to be developers only
5. 9,996 square feet of commercial rental space (CRU) is now proposed with no indication of who tenants may be
6. Overall design of the building is changed

With the number of changes requested, it may be suggested that the submission is virtually brand new, and should be considered as such. From this point of view, there are several points which Council should consider:



1. The original submission requested, and was granted, a parking relaxation to permit parking in front of the building. This was needed because the tennis courts, originally planned, were more appropriate for the rear yard. Several property owners in the area objected to the relaxation, but Council was told that the developer had proceeded too far with his plans to make the requested change. With the elimination of the tennis courts, perhaps the parking could be relocated to the rear yard to confirm with the bylaw.
2. The land was originally sold for \$84,800 per acre, which was market value in August, 1980. Perhaps an adjustment to the selling price could be considered to reflect 1982 prices.
3. The racquet court facility represents approximately half of the proposed development. Perhaps the property could be subdivided into two parcels, and one sold for the development of a racquet court facility only, as originally intended. The remaining parcel could then be offered to another developer. We currently have a letter on file, expressing an interest in all or part of this property, should the development not proceed.

The development of uncommitted CRU space in areas such as the Bower Special Use area presents potential problems, and for this reason, Council has rejected this type of development in the past. I would therefore recommend the following:

1. An extension of the "Commencement of Construction" date to June 30, 1982 on the understanding that property taxes be imposed as of October 2, 1982 as if the approved development were completed, in accordance with Clause b of the land sales agreement.
2. Only the Racquet Court portion of the development be approved
3. A subdivision of Lot 12B, Block 14, Plan 802-1596 be completed, providing two equal parcels, and the remainder of the land be made available for other developers.
4. An appraisal be completed and the selling price be adjusted to reflect current market value.
5. Parking for the development be relocated to confirm with the development guidelines for the area.

Respectfully submitted,

Alan Scott, Director,  
Economic Development

AS/ds

c.c. City Assessor  
City Engineer  
Development Officer  
R.D.R.P.C.

April 5, 1982

TO: CITY CLERK

FROM: R. STRADER, DEVELOPMENT OFFICER/BUILDING INSPECTOR

RE: SPARTACUS DEVELOPMENTS LTD.

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

There are two issues to deal with in this application:

1. The change in uses.
2. The change in plans.

In looking at the uses, the original approval was given by Council for a raquetball court. It should be noted that the purpose of this area was to provide, as the title suggests, a location for those businesses which did not particularly fit any other district mentioned in the Land Use Bylaw. The Developers request to now be allowed to transpose any C4 use onto this site does fit the intent of the original concept. This Department could not support this request for that reason.

The change in building plans shows the use of prefinished metal panels and bricks in place of glass and precast panels. These changes should not be prejudicial to the buildings finish and could be considered at least equal.

The site plan has not changed, however the tennis courts which were to be located in the rear yard of the property have been eliminated. Council may recall, these courts were the Developers reason for requesting that they be allowed to locate their parking in the frontyard of the site. With the elimination of these courts consideration should be given to having the site plan rearranged to locate the parking in the rear yard.

To summerize, the change in materials is not significant. However, we cannot support the proposed change in uses and recommend the site plan be rearranged.

R. Strader  
Development Officer/  
Building Inspector

RS/lrs

April 6, 1982

TO: City Clerk  
FROM: City Engineer  
RE: Spartacus Developments Ltd.  
Lot 12B, Block 14, Plan 802-1596  
Bower Place Subdivision  
for Centre Court Club  
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The Engineering Department has no comments relating to the request for an extension to the construction commencement date or to the request for the commercial building.

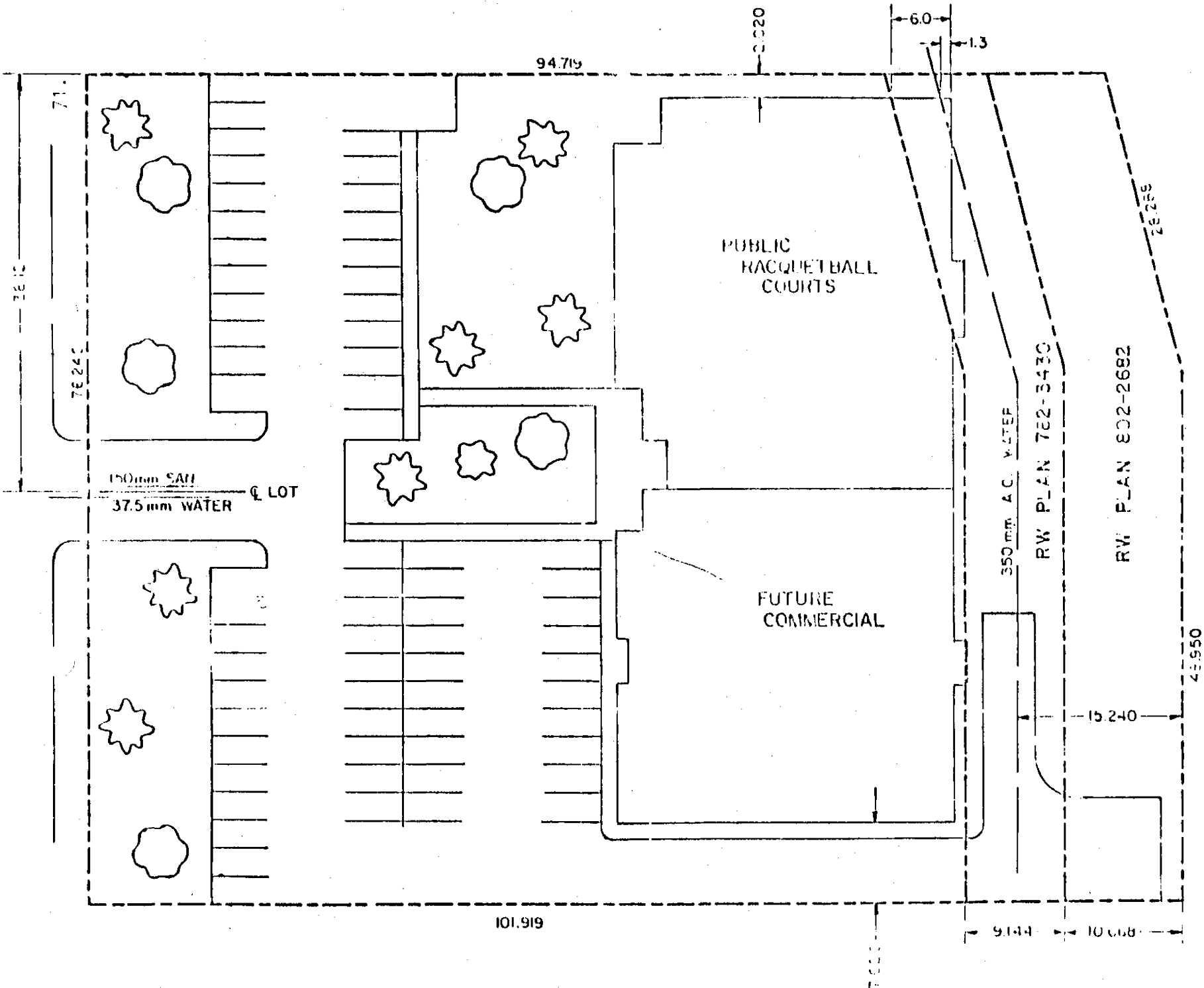
It should be noted that this lot has the service connection placed in the center of the lot. This was done to get the service connection in before the pavement. The Developer will be required to pay for this service connection.

In examining the plans we have determined that a portion of the building sits on the easement in back of the lot. The building encroaches some 6.0 metres into the easement in the north east corner. This places the building 1.3 metres over a 350 mm diameter water main. This is totally unacceptable to the Engineering Department.

We would respectfully recommends that this plan be rejected.

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

BCJ/emg  
attach  
cc - City Assessor  
cc - Development Officer  
cc - RDRPC  
cc - Economic Development Director



Commissioners' comments

The attached reports outline the various difficulties with the revised proposal.

With regard to this layout, we believe that the proposal is unacceptable for a number of reasons. In the first instance, as pointed out by the City Engineer, a portion of the building would sit on top of a 14" water main. Secondly, the building has been proposed for the back of the lot with all the parking in the front.

This arrangement was opposed by other property owners in the area who had met Council's original guidelines for a high quality development on the grounds that such parking would detract from the aesthetics of the neighborhood. Council did grant this relaxation, but the grounds for such relaxation are no longer valid. We see no reason why this development should not now meet the original criteria.

With respect to the uses on the site, as pointed out by the administration, it was not Council's intention to allow multiple use occupancy and Council has rejected this type of development in the past.

Council will also recall that they have received numerous requests to expand the uses in C4 areas, with some of these requests coming from developers in the immediate area who are located on land formerly owned by the City. In addition, the proposed C.R.U. space is for future construction.

It has been suggested that a possible compromise is the subdivision of the land into two long narrow lots. This site is one of the small sites in the special use area and in our opinion does not lend itself to subdivision. Such subdivision could result in two separate small developments which may not be compatible with existing developments in the area.

We, therefore, recommend the revised program be rejected and Council instruct the administration to refund monies paid for this site and the site be re-advertised at current market value for proposals.

"R.J. McGHEE"  
Mayor

"M.C. DAY"  
City Commissioner

NO. 6

DATE: April 1, 1982

TO: Mayor, Commissioner, and Council Members of Red Deer

FROM: Downtown City Centre Association

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The City Centre Association has been looking into a method to become a viable community group--an association that can be of benefit to the downtown area as well as being an association that can work with council.

We believe that we have found a way. The way is by being designated a Business Improvement Area. This is a concept which a designated area has a business tax levy which is used to promote and develop this particular area. It enables the association to be successful and permanent.

This benefit to City Hall is that there could be excellent communication between this area and Council; something which is not there now. This also could promote more business to this area, thus increasing the business tax base considerably.

The complete outline of the Business Improvement Area is enclosed in the following brief.

To have the Business Improvement Area enacted, there must be a change in provincial legislation in regards to municipal taxing. Marvin Moore has already been approached on that concept, and is looking at it in a positive approach. Norm McGee has been informed and is working on this proposal in Edmonton. A private member's bill has been introduced in the House last week by the M. L. A. for Grande Prairie. To promote this concept the Red Deer City Centre Association has approved this concept. City Council in Grande Prairie has put its support behind the concept.

.../2

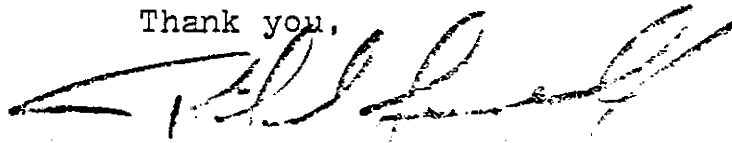
Mayor, Commissioner, and Council Members of Red Deer  
Page 2  
April 1, 1982

What is really necessary is support from municipal government; this is what the provincial government needs to act. This is the support that the City Centre Association needs to become a permanent entity in Red Deer.

Support can be shown by contacting the Department of Municipal Affairs, Marvin Moore, with a positive approach from Council to have the provincial government pass legislation so that communities in Alberta can have the option of using a Business Improvement Area concept.

If this legislation is passed, then it is up to us to try to successfully implement this proposal in our area.

Thank you,

A handwritten signature in dark ink, appearing to read 'Richard Jewel', with a stylized, sweeping flourish extending to the right.

Richard Jewel!  
President, City Centre Association

RJ/sab

Enclosure

Management Consultants

Suite 5900  
P.O. Box 159  
First Canadian Place  
Toronto, Ontario M5X 1H4  
(416) 863-1315  
Telex: 065-24000

Presentation Re: Business  
Improvement Area Concept

March 24, 1982

We are pleased to present to you the Business Improvement Area (BIA) concept as it has developed in Ontario and Saskatchewan. The BIA program in Ontario provides for funding participation by all businesses in a designated business area. This allows the area to operate in the organized and co-operative manner of the traditional shopping centre. Provincial enabling legislation provides business people with the opportunity, after a democratic process, to add a special tax levy to normal business taxes, and to use the funds, which are collected by the municipality, for downtown revitalization programs.

BIA is initiated, funded and managed by business taxpayers. This willingness by business people to help themselves often serves as a catalyst to bring about governmental co-operation and support and renewed investment confidence. We have outlined a step by step process of establishing a typical BIA in Ontario on the following page.

The purpose of today's presentation is to gauge your response as business taxpayers or municipal officials to the Business Improvement Area concept. If it is agreeable to those in attendance, we would suggest the following (or similar) resolution be passed:

We, as business taxpayers, support the concept of Business Improvement Areas for Alberta. We therefore urge the province to pass the required enabling legislation.



## 10 BASIC STEPS TO ESTABLISHING A BUSINESS IMPROVEMENT AREA IN ONTARIO

1. Interested local business people organize a public meeting and invite all business taxpayers in a proposed designated area. Municipal officials should also be invited.
2. The benefits of establishing a BIA are presented, often using a slide presentation as a motivating tool.
3. If a resolution is proposed in favour of establishing a BIA and carried by a majority, a letter may be sent to the municipal clerk notifying him or her of the meeting and passage of the resolution. An alternative approach, when it is not clear that there is general support for the BIA concept, is to delay the letter to the municipal clerk.
4. A Steering Committee of business people is formed at the meeting, if not already in existence, to liaise with the municipality.
5. The municipality notifies in writing all business taxpayers within the proposed BIA that they have 60 days in which to object to the concept. If one-third of all business taxpayers representing one-third of the total assessment do not object, the municipality may pass final reading of a by-law approving designation of a BIA.
6. The by-law must be approved by the Ontario Municipal Board.
7. At a meeting of the business people, a Board of Management is selected to administer the BIA.
8. The list of those selected is submitted to Town or City Council for approval. Council appoints one or two elected representatives to sit on the Board.
9. The Board of Management presents a budget and revitalization program to the general membership and then to Town or City Council for final approval.
10. The municipality collects the BIA levy at the same time as normal business taxes are collected.

THEN THE REAL WORK BEGINS.

## THE BUSINESS IMPROVEMENT AREA (BIA)

### APPROACH TO DOWNTOWN REVITALIZATION

Downtown revitalization over the past few decades has evolved as a primary economic and social objective. The question is no longer whether to adopt revitalization strategies, but rather when and how to proceed. It has become increasingly clear that in order to be effective, these strategies must include the active participation of local businesses, and at the same time recognize the value of those businesses to the health and vitality of the downtown.

#### For Downtowns, Business Means People and People Mean Business

Downtown revitalization advocates and planners have often overlooked the significance of the retail function that, more than anything else, causes downtowns to be places for people. Shopping has indeed become a leisure time activity for many. What distinguishes downtowns from typical shopping malls is the large number of small, independent businesses that make each downtown unique - businesses that are owner-managed and thus have a much greater stake in the well-being of their customers, as well as their communities. Planning for downtown revitalization must, therefore, take into account the needs of those businesses.

While independent businesses help to make a downtown special and interesting, this "independence" also threatens the downtown's survival. That is, in most downtowns the individual stores and services fail to operate as a cooperative marketing unit.

#### Knowing the Real Competition

Business cooperation. To some, the words seem contradictory, running counter to the normal perception that businesses must always compete for markets. And yet cooperation is essential for downtown businesses since they share a common location and the need to attract shoppers to that location. Until very recently, most attempts to achieve business cooperation downtown failed.

Downtown merchants "associations" have existed for decades on a voluntary basis. Generally they have been ineffective largely because they were voluntary. Many associations were initiated as a late response to the establishment of major shopping malls in peripheral areas and faded into obscurity when unable to stop their development.

The impact of shopping malls on central business districts has been almost universally devastating. A business exodus away from the downtown began as department stores were followed by chain operators into the modern, well planned and well financed shopping malls with their acres of free parking.

The independent merchants who remained lost investment confidence, thereby leading to the physical deterioration of their facilities, vacancies, and an erosion of the municipal tax base. The public perception of many downtowns became that of cracked sidewalks, decaying buildings, torn awnings and peeling paint. Government officials were often hesitant to invest public funds in these areas, particularly without any real commitment to cooperative self-help by local businesspeople.

A response was needed that would involve cooperative participation by all the businesspeople of a downtown business district so that it could operate in the organized manner of the shopping mall competition. Such a method in Ontario became known as the Business Improvement Area (BIA) concept.

### BIA Development

In 1969, a group of Ontario small businesspeople convinced the government to pass special legislation. It enabled the municipality to increase the rates of business tax paid by all the businesses in one designated area that ultimately became known as the Bloor West Village. The concept provided for:

- 1) 100% compulsory participation by all business taxpayers within a designated business district. They contribute on a business tax assessment basis through a special levy over and above normal business tax.
- 2) the determination of an annual budget by the participants for programs such as:
  - . unified marketing and promotional plan,
  - . streetscape beautification,
  - . parking improvements,
  - . special development projects.
- 3) the collection of the budgeted revenue by the municipality through its business tax authority.
- 4) the allocation of funds by a Board of Management comprised of several area businesspeople and one or two members of town/city council.

This method has made it possible for business districts to achieve the effective cooperation and organization characteristic of well-planned shopping malls. There are now over 130 BIA's in Ontario representing a business commitment to local downtown renewal of about \$4,000,000 each year.

## ROLE OF DELOITTE HASKINS & SELLS ASSOCIATES IN BIA DEVELOPMENT

In most provinces BIA (or equivalent) legislation is not yet in place. In other provinces, legislation exists on the statute books but is not utilized effectively, if at all. At Deloitte Haskins & Sells Associates we assist businesspeople and government officials to both initiate and operate Business Improvement Areas through a wide range of consulting services.

### INITIATING THE BIA

One of the reasons the BIA approach is not more widely used may be expressed in a "Catch-22" type dilemma:

- . no BIA may be legally established without provincial enabling legislation; and yet,
- . government officials are not anxious to enact legislation that would add to taxes without clear proof of private sector (business) demand for the concept.

In response to this problem we would organize and/or participate in:

#### Demonstration Projects

We would organize and/or participate in public meetings where businesspeople and government officials would be brought together. At that time, we would present the history and development of the BIA approach in Ontario using an effective specially selected slide presentation. Government officials would thus be able to gauge the response of the businesspeople. Where the business response to BIA is favourable (there is often unanimous endorsement), we would work with the government to draft legislation and programs that would meet with the particular needs of the province.

#### BIA Program Delivery

Once the BIA legislation is enacted, the government departments responsible should establish a delivery and information program for the business people. As consultants experienced in this work, we would:

- . structure an assistance program for government officials on the problems and strategies involved with motivating independent businesspeople to help themselves (i.e. utilize BIA). This involves an understanding of business problems if it is to persuade merchants to increase their level of taxation; and it requires proof, through practical information and an audio visual presentation, that the concept has worked successfully elsewhere in solving business problems often similar to their own.

## RED DEER REGIONAL PLANNING COMMISSION

4920-59 STREET

P.O. BOX 5002

RED DEER, ALBERTA, CANADA T4N 5Y5

DIRECTOR:

Robert R. Cundy M.C.I.P.

TELEPHONE: (403) 343-3394

Your File No.

Our File No.

April 5, 1982

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

Dear Sir:

Re: Downtown City Centre Association

The idea of a Business Improvement Area (BIA) is most interesting and promising.

Council should pursue the matter further and also encourage the Provincial Government to consider changes in the legislation allowing such a concept.

Yours truly,

D. Rouhi, MCIP  
SENIOR PLANNER  
CITY SECTION

DR/cc

## 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 STETTLE—TOWN OF SUNDRE—TOWN OF SYLVAN LAKE  
VILLAGE OF ALIX—VILLAGE OF BENTLEY—VILLAGE OF BIG VALLEY—VILLAGE OF BOTHA—VILLAGE OF CARDLINE—VILLAGE OF CLIVE—VILLAGE OF CREMONA—VILLAGE OF DELBURN  
VILLAGE OF DONALDA—VILLAGE OF ELNORA—VILLAGE OF GADSBY—VILLAGE OF HALKIRK—VILLAGE OF MIRROR—SUMMER VILLAGE OF BIRCHCLIFF—SUMMER VILLAGE OF GULL LAKE  
SUMMER VILLAGE OF HALF MOON BAY—SUMMER VILLAGE OF NORGLENWOLD—SUMMER VILLAGE OF ROCHON SANDS—SUMMER VILLAGE OF WHITE SANDS—COUNTY OF LACOMBE No. 14  
COUNTY OF MOUNTAIN VIEW No. 17 —COUNTY OF PAINT EARTH No. 18 —COUNTY OF RED DEER No. 23 —COUNTY OF STETTLE No. 6 —IMPROVEMENT DISTRICT No. 10

April 5, 1982.

TO: City Clerk, R. Stollings

FROM: Economic Development Director, Alan Scott

RE: Downtown City Centre Association

The concept of the Business Improvement Area is a program which has had a relatively high degree of success in Ontario and Saskatchewan. It is a self help program, enabling businessmen in the determined area to contribute to the improvement of that area. The results, in some 150 communities in Ontario, and 55 in Saskatchewan have been very good. As a rule, the designated area is revitalized, and activity increases. The long term benefit, as far as the City is concerned, is an increase in both business and property taxes. I had the opportunity of attending a recent meeting in Grande Prairie where the Downtown Merchants Association of that community supported a resolution, urging the Provincial Government to implement the necessary legislation to permit the establishment of Business Improvement Areas. It is my understanding that the Alberta Chamber of Commerce has also endorsed the concept, and others within the Province have been approached for support.

I feel that the Business Improvement Area concept offers an opportunity for businessmen in the downtown area of Red Deer to participate in the financial and administrative revitalization of our downtown. A Business Improvement Area may be established through the approval of a simple majority of businessmen located within the designated area. The City of Red Deer's obligation would then be to collect, on behalf of these businessmen, the assessed amount agreed to as their annual budget. The businessmen are not asking for a financial contribution from the City of Red Deer.

I would recommend that City Council endorse the Business Improvement Area concept, and make their endorsement known to the Hon. Marvin Moore, Minister of Municipal Affairs.

  
Alan Scott  
Director of Economic Development

April 5, 1982

TO: CITY CLERK

FROM: R. STRADER, DEVELOPMENT OFFICER/BUILDING INSPECTOR

RE: DOWNTOWN CITY CENTRE ASSOCIATION

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

The proposal put forward by the above association is similiar to the "Area Redevelopment Plans" as outlined in Section 65 of the Planning Act. Both proposals are intended for the improvement of specific areas of a municipality through imposition of a special levy. Some differences are in administration of the funds collected and their collection. The success of either program would depend on the co-operation of property owners and tenants within the area. Imposition of an additional tax under the present economic conditions may cause concerns among the business community, however the potential benefits of such a program funded by the beneficiaries should be given special consideration.

R. Strader  
Development Officer/  
Building Inspector

RS/ls

April 5, 1982

TO: CITY CLERK

FROM: CITY TREASURER

RE: DOWNTOWN CITY CENTER ASSOCIATION

There are three taxes that downtown businesses are subject to (excluding licences):

1. Property taxes
2. Local improvement tax
3. Business tax

The first two taxes are levied against the owner of the property who may also be the business operator. The business tax is levied against the business operator. In the case of all three taxes, however, it is probably the business operator who occupies the premises that eventually pays the taxes whether he owns the property or not.

The present taxes will not achieve what is being requested because the Municipal Taxation Act does not allow for special taxes to be levied in certain areas for the purposes requested except as a local improvement tax. This tax is levied, however, based on the assessable frontage of a property and ignores the size of development on the property. As a result, a one story building 100 ft. x 100 ft. would pay the same tax as a 10 story building 100 ft. x 100 ft.

If the existing property or business taxes were to be used for downtown revitalization it would mean that businesses outside the downtown core would be subsidizing businesses within the core. This may or may not be an acceptable alternative. Obviously, if the downtown has a lot of unused space and depressed rents then property and business taxes recovered from the downtown are less. If, however, a City wide property or business tax is levied to recover funds for downtown revitalization, then in the short run businesses outside the core pay higher taxes. In the long run, however, with a revitalized downtown core greater business and property taxes will be generated that reduce the tax burden for all businesses.



...2

This alternative is probably not satisfactory because of its political consequences and given the existing economic slow down.

To be equitable a business Improvement Tax should:

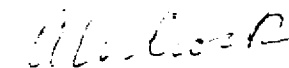
1. Recognize the rental value of a property, and
2. Be assessed against the tenant, and
3. Allow for levy on the area benefited only.

If the tax recognized the rental value of a property it would be more fairly distributed. By being assessed against the tenant, the person who most directly benefits would be taxed and would prohibit the owner from petitioning against the tax. For equity, the tax should be levied against only the area of the City benefiting from the tax.

The existing business tax does not satisfy the needs proposed to be met by the new tax because it does not provide for special taxes by area. The existing business tax only provides for special taxes by classes of business, for example automobile dealerships.

There has been no indication in the request as to what funds generated by a Business Improvement Tax would be used for. Presumably it could be used to provide advertising to promote the downtown area as well as improving the esthetics of the properties themselves. This may have some benefit. In the long run, however, the downtown area to remain viable would require a major enclosed shopping facility to attract customers. Such a facility would require a major developer and probably assistance from the City. The City assistance could consist of using its legislative powers to acquire needed land for the development. In addition, the City's ability to obtain long term funds at lower interest rates could be used to fund parking facilities. A Business Improvement Tax could be used to assist in funding such developments.

If a major downtown shopping center is to be a viable possibility it does require City assistance on a continuing basis. Allowing the development of businesses areas outside the downtown core around the major shopping centers such as the Bower and Parkland Malls, drains away the business that could be used to support a major downtown shopping facility.



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

AW/jm

Commissioners' comments

The proposal by the Downtown City Centre Association is for the City to collect a special self-imposed levy given a simple majority of the businesses affected. Such levy would in turn be turned over to a recognized association for the direct improvement of the designated area. As such this could be considered a self-help program and we would recommend that Council strongly encourage and support this proposal.

Should Council agree, we would suggest a formal resolution be prepared and forwarded to both the Minister of Municipal Affairs and A.U.M.A. for consideration.

"R.J. McGHEE"  
Mayor

"M.C. DAY"  
City Commissioner



# alberta urban municipalities association

87.

8712 - 105 STREET  
EDMONTON, ALBERTA T6E 5V9  
TELEPHONE 433-4431

NO. 7

March 31, 1982

Mayors and Members of Council

## Interest Subsidies Program Debenture Borrowing - A.M.F.C.

Enclosed for your information is a copy of the announcement made in the Alberta Legislature on March 30, 1982 by the Honorable Marvin Moore, Minister of Municipal Affairs. This will undoubtedly have a major effect on all future debenture borrowings by municipalities throughout Alberta and as well affect the mill rate for municipal purposes.

In summary we comment as follows:

1. Existing Borrowings - March 31/82

Government will provide interest subsidies on debentures issued prior to March 31/82 when the interest rate on A.M.F.C. Borrowings rise above 11% to a maximum of 6%.

2. Borrowings Approved but not drawn down

All borrowings approved prior to March 31st but not drawn down will be eligible to receive the same subsidy as existing borrowings, providing the draw down is completed in three years.

3. New Borrowings

All new borrowings after March 31st will be subsidized to a maximum of 6% for a period of 5 years, after which time the interest subsidy will cease and municipalities will become fully responsible for the full rate of interest charged by the A.M.F.C.

MINISTERIAL STATEMENT

by

HONOURABLE MARVIN E. MOORE

Tuesday, March 30, 1982

3. On all loans approved and issued by the A.M.F.C. after 89. March 31, 1982, interest subsidies will be paid by Municipal Affairs for 5 years from the date of a debenture being issued by A.M.F.C. with the regular A.M.F.C. rate being paid after 5 years.
4. Interest subsidies will continue (as at present) to be available for all normal municipal capital purposes except Electric Power, Natural Gas and Telephone Systems.
5. Effective March 31, 1982, the interest subsidy to be paid by Municipal Affairs will reduce the effective rate of interest (the A.M.F.C. rate minus the subsidy) to a level equal to that which existed when the first funds for a project were drawn from the A.M.F.C. provided that the total funds required for a project have been approved by the Local Authorities Board and the funds for a project are drawn within 3 years of its approval.
6. Subject to A.M.F.C.'s authority and ability to raise sufficient funds there will be no restrictions on amounts borrowed from A.M.F.C. during 1982-83 fiscal year except as determined by the Local Authorities Board in considering repayment ability and the restrictions regarding borrowing for Electric Power, Natural Gas and Telephone Systems.

It should be noted that in no other Province in Canada is a subsidy provided to interest rate on monies borrowed by a municipality. Thus, Alberta Municipalities and their property taxpayers will continue to enjoy the lowest borrowing costs of any other municipality in the nation.

April 8, 1982

TO: CITY CLERK

FROM: CITY TREASURER

RE: INTEREST SUBSIDIES PROGRAM  
DEBENTURE BORROWING - AMFC

The Provincial Government has announced a change in the above program.

The program as it previously existed subsidized municipal borrowings (except for E.L. & P. borrowings) in excess of 11%. Although it was not stated, it has been assumed the subsidy would continue for the term of the debenture. The Province could have cancelled this subsidy at any time, however.

The new program provides:

1. Interest subsidies on new A.M.F.C. borrowings after March 31, 1982 will be subsidized to an effective interest rate of 11%, subject to the subsidy being no greater than 6%.
2. On all loans in (1) the subsidy will be only available for 5 years after which the regular A.M.F.C. rate will be paid.
3. If funds for a project had been borrowed prior to March 31, 1982; and some funds still remain to be borrowed on the project after March 31, 1982; provided
  1. The total funds required for the project have been approved by LAB, and
  2. The funds are drawn down within 3 years of approval the interest rate to be paid will be the same as when the first funds for the project were drawn from A.M.F.C.
4. There will be no restrictions on amounts to be borrowed.

The present interest rate charged by A.M.F.C. is 16.5%. As this is 5.5% above 11%, borrowings continue to be subsidized to 11% unless the interest rate rises above 17%.

...2

There is still confusion in Edmonton regarding item (3) above. Item (3) is a translation of item (5) on page 2 of the Minister's announcement. If my interpretation is correct, then the Sewer and Water Treatment Plant expansion borrowings made after March 31, 1982 will be subsidized at 9%. This was the subsidy level when the first borrowings were made under the bylaws. It is recommended Council request the Minister's clarification on whether borrowings after March 31, 1982 will be subsidized at 9% for the two projects.

The borrowings projected to be made in 1982 that will be affected by the 5 year limitation on subsidy are:

<u>Purpose</u>	<u>1982 Borrowing</u>	<u>Annual Subsidy Lost in 6 Years (1988)</u>
General	\$2,025,000	\$105,000
Water Utility	4,217,000	219,000
Sewer Utility	2,694,000	140,000

The annual subsidy to be lost in six years is indicated. The effect of the lost subsidy in 1988 would be a .8% increase in taxes, and .3% increases in water and sewer rates in 1988. If the subsidy program had been discontinued for the above borrowings in 1982, when the first payments were due in 1983 it would have added 1.1% to property taxes, 6.2% to water rates and 4.8% to sewer rates.

The subsidy program announced by the Province does continue to provide substantial subsidies on new borrowings for five years. After 5 years the impact of absorbing the lost subsidies is reduced because of inflation. If the City had a major borrowing in a particular year the impact in six years would be more significant. For example, if \$10,000,000 was borrowed in 1983 for a coliseum the loss of subsidy in six years could add 4% to municipal property taxes.

#### Summary and Recommendations

In summary, it is my opinion appreciation should be given to the Province for continuing to provide substantial interest subsidies for municipal borrowings. Part 5 of the announcement is not clear and Council should request clarification from the Minister.

The existing Seven Year Plan will not be significantly affected but large projects, if funded in addition to existing Seven Year Plan limits, could have a significant impact on municipal taxes six years subsequent.

*A. Wilcock*

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

COMMISSIONERS' COMMENTS

The attached report from the City Treasurer indicates the effects that the new program will have on the City's borrowings. As can be seen after the five year support period, the increased costs to the taxpayer are not that significant. In the event that interest rates remain high, the effect will be more significant, but the City's capacity to handle this increase will be greater because of the effects of inflation.

In the event that interest rates fall, as a shareholder of A.M.F.C., we would benefit from a reduction in the rates which in one way or another would at least offset the ongoing high interest rates on the outstanding debentures.

In summary, we would support the program as it does provide a significant benefit to the taxpayer.

"R.J. McGHEE"  
Mayor

"M.C. DAY"  
City Commissioner



BYLAW 2085/A-82

BEING A BYLAW OF THE CITY OF RED DEER TO AMEND THE ELECTRIC UTILITY BYLAW.

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

- (1) The Electric Utility Bylaw 2085 is amended by this Bylaw.
- (2) Section 9(1) is repealed and the following is substituted:

"(1) Subject to subsection (2) of this section, every consumer who applies for the supply of electricity shall pay a deposit, the amount of which is to be calculated as follows:

  - (a) domestic consumers using one (1) meter shall pay a deposit of \$45.00.
  - (b) commercial consumers shall pay a deposit equal to three (3) months estimated billings per meter. The minimum deposit is to be \$200.00 and the maximum deposit is to be \$995.00.
  - (c) large commercial customers or other consumers using more than five (5) metres at one (1) location shall pay a fixed deposit of \$1,000.00."
- (3) Section 9 is also amended by repealing subsection (4) and substituting the following in its place:

"(4) Where consumers have made payment of all accounts rendered to them after June 18th, 1980, for a period of twelve consecutive months and have maintained their electric utility account in good standing during that time, the deposit paid by such consumer shall be refunded, together with interest as provided for by subsection (7)."
- (4) Section 9 is also amended by adding the following subsections after subsection (4):

"(5) Upon the termination of the contract the deposit paid pursuant to subsection (1) shall be returned to the person paying the deposit, together with interest as provided by subsection (7), after deducting therefrom all rates and charges outstanding thereunder, including the cost of shutting off the supply of electricity for non-payment of accounts rendered.

(6) Where payment of a utility account is two (2) months in arrears, or where service to a person has been shut off for non-payment of their account, or where a cheque received for payment of an account has been returned marked "Not Sufficient Funds" or "Payment Stopped", or with other words indicating that the cheque has not been honoured, then in addition to paying the arrears, the person shall be required to pay a deposit equal to three (3) months estimated billing or the deposit designated in the said rate schedule, which ever is greater..

- (7) Interest is payable on a deposit consisting of money at a rate of ten (10%) per year, calculated as follows:
- (a) from May 1, 1982 in respect to deposits received by the City of Red Deer on or before May 1, 1982, or
  - (b) from the date when the deposit is received in respect to deposits received by The City of Red Deer after May 1, 1982, to the date the deposit is refunded.
- (8) If the person required to make the deposit so requests, the City may accept, in a form satisfactory to the City, an irrevocable letter of credit from a Canadian financial institution."

This Bylaw comes into force on May 1, 1982.

READ A FIRST TIME IN OPEN COUNCIL this                      day of                      A.D., 1982.

READ A SECOND TIME IN OPEN COUNCIL this                      day of                      A.D., 1982.

READ A THIRD TIME IN OPEN COUNCIL AND FINALLY PASSED this                      day of  
A.D., 1982.

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MAYOR

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CITY CLERK

BYLAW 2343/P-82

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BEING A BYLAW OF THE CITY OF RED DEER TO AMEND THE WATER UTILITY BYLAW

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

1. The Water Utility Bylaw 2343 is amended by this bylaw
2. Section 6(4) is amended by repealing subsection (a) and substituting the following in its place:

"(a) Subject to subsection (b), any person applying for the supply of water shall pay the deposit designated in the said rate schedule, which deposit will be returned to such person, together with interest as provided by subsection (f), upon the termination of the contract thereunder after there has been deducted therefrom all rates and charges outstanding thereunder, including the cost of shutting off the water supply as provided in the said rate schedule."
3. Section 6(4) is amended by repealing subsection (d) and substituting the following in its place:

"(d) Where a person has made payment of all accounts rendered to them after June 18, 1980 for a period of twelve consecutive months, and maintained the utility account in good standing during that time, the deposit paid by such person shall be refunded, together with interest as provided by subsection (f), to that person except for deposits paid under subsection (c)."
4. Section 6(4) is amended by adding the following after subsection (d).

"(e) Where payment of a utility account is two (2) months in arrears, or where service to a person has been shut off for non-payment of their account, or where a cheque received for payment of an account has been returned marked "Not Sufficient Funds" or "Payment Stopped", or with other words indicating that the cheque has not been honoured, then in addition to paying the arrears, the person shall be required to pay a deposit equal to three (3) months estimated billing or the deposit designated in the said rate schedule, whichever is greater.

(f) Interest is payable on a deposit consisting of money at a rate of ten (10%) per year, calculated as follows:

  - (i) from May 1, 1982 in respect to deposits received by the City of Red Deer on or before May 1, 1982, or
  - (ii) from the date when the deposit is received in respect to deposits received by the City of Red Deer after May 1, 1982,

to the date the deposit is refunded.

(g) If the person required to make the deposit so requests, the City may accept, in a form satisfactory to the City, an irrevocable letter of credit from a Canadian financial institution."

5. This bylaw comes into force on May 1, 1982.

READ A FIRST TIME IN OPEN COUNCIL this                      day of April, A.D. 1982

READ A SECOND TIME IN OPEN COUNCIL this                      day of April, A.D. 1982

READ A THIRD TIME IN OPEN COUNCIL AND FINALLY PASSED this                      day of April,  
A.D. 1982.

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MAYOR

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CITY CLERK

BYLAW NO. 2672/C-82

Being a Bylaw to amend Bylaw No. 2672/80, being the Land Use Bylaw of the City of Red Deer.

COUNCIL OF THE CITY OF RED DEER IN THE PROVINCE OF ALBERTA ENACTS AS FOLLOWS:

1. Section 1.2.2 is amended

(a) by adding the following definition:

"Day care facility" means a facility and program for the provision of care, maintenance and supervision for 4 or more children under the age of 15 years, by a person other than one related by blood or marriage, for periods of more than 3 but less than 24 consecutive hours.

(b) by deleting from the definition of signs the following:

"'Identification' means a sign which refers only to goods or services produced, offered for sale or obtainable at the premises or on the site on which the signs is displayed."

and replacing the following:

"'Identification' means a sign which contains no advertising but is limited to the name and address and number of a building, institution or person."

2. Section 1.4.1 is amended

(a) by deleting the following:

"H - HISTORICAL DESCRIPTION"

and replacing the following:

"H - HISTORICAL DISTRICT"

(b) by adding the following:

"V - HEIGHT DISTRICT"

3. Section 2.2.7(1)(c) is amended by deleting the following:

"Section 79"

and replacing:

"Section 81"

4. Section 2.4.1 is amended

(a) by deleting from clause 2.4.1(1) the words

"Section 2.4"

and replacing the words

"Section 2.4.2(1)"

(b) by adding to clause 2.4.1(2) the words

"or his designated representative"

5. Section 2.4.2 is amended

(a) in clause (1)(a) by deleting the words

"a deposit fee of \$100.00 for each application, but if"

and replacing the words

"a deposit fee of \$100.00 for each application. If"

(b) in clause (1) by deleting the following

"(d) all drawings required to be submitted shall be drawn on standard drafting material to the satisfaction of the Development Officer and shall be fully dimensioned, accurately figured, explicit and complete."

and replacing

"(d) an undertaking to pay all costs of advertising a public hearing if required;

(e) all drawings required to be submitted shall be drawn on standard drafting material to the satisfaction of the Development Officer and shall be fully dimensioned, accurately figured, explicit and complete."

(c) in clause (2) by deleting the words "Section 2.4"

and replacing the words

"Section 2.4.1".

6. Section 2.4.3, 2.4.4 and 2.4.5 are deleted and replaced with

"2.4.3 Decision of Council

(1) The Council in considering an application for an amendment to the Bylaw after examining the proposed amendment for content and considering the written comments and recommendations of the Commissioners and the Planning Director, may at its sole discretion:

- (a) refuse the application,
- (b) refer the application for further information,
- (c) pass first reading of an amending Bylaw and, with or without conditions, advertise the amendment to this Bylaw, and make a final decision after the public hearing,
- (d) defeat first reading of an amending Bylaw,
- (e) pass first reading of an alternative amendment to this Bylaw and, with or without conditions, advertise the amendment to this Bylaw, and make a final decision after the public hearing,

#### 2.4.4 Public Notice and Hearing

- (1) Should first reading of a Bylaw to amend this Bylaw be passed by Council, Council shall hold a public hearing respecting the amending Bylaw.
- (2) Public notice and hearing of Land Use Bylaw amendments shall be conducted in accordance with the Planning Act.
- (3) Any persons applying for an amendment to this Bylaw shall bear and pay the cost of advertising for the public hearing on the matter in question. The applicant shall deposit with the City Clerk prior to public advertising an amount equal to the estimated cost of public advertising which shall not exceed \$100.00.

#### 2.4.5 Limit of Frequency of Applications for Amendments

- (1) Where an application for amendment has been refused by Council or withdrawn by the applicant after advertisement of the proposed amendment, another application for amendment on the same parcel of land and for the same or similar district shall not be made by the same or by any other applicant until at least 3 months after the date of refusal or withdrawal."

7. Section 4.8.2(3) is amended by deleting the words "four feet wide"

and replacing the words

"1.2 meters wide"

8. Section 5.2.3 is amended by deleting

(a) in clause (d) by deleting the words "or rear lot line"

and replacing the words

"or rear site line";

(b) in clause (d) by deleting the words "to a side site or closer than 9 meters to a rear site line"

and replacing the words

"to a side site line or closer than 7.5 meters to a rear site line".

9. Section 6.3.1 is amended by adding the following

"6.3.1.6 Special Regulation

(1) Notwithstanding Section 6.3.1.4 buildings on properties abutting a major arterial or abutting a service road adjacent to a major arterial shall be constructed at least 18 meters from the said arterial or service road."

10. Section 6.6.1.5 is amended in clause (6) by adding the following:

"The width of the site at the building line shall be deemed to be the distance between the side boundary lines measured along the alignment of the front or rear wall of the building, whichever is the lesser."

11. Section 6.6.2.5 is amended in clause (6) by adding the following:

"The width of the site at the building line shall be deemed to be the distance between the side boundary lines measured along the alignment of the front or rear wall of the building, whichever is the lesser."

12. The "Use District Map" as referred to in Section 1.4 is hereby amended in accordance with the Use District Map Number 2 - 82, attached hereto and forming part of this Bylaw.

13. This Bylaw shall come into force upon the final passing hereof.

READ A FIRST TIME IN OPEN COUNCIL THIS                      day of                      A.D., 1982

READ A SECOND TIME IN OPEN COUNCIL THIS                      day of                      A.D., 1982

READ A THIRD TIME IN OPEN COUNCIL AND FINALLY PASSED THIS                      day of  
A.D., 1982.

MAYOR

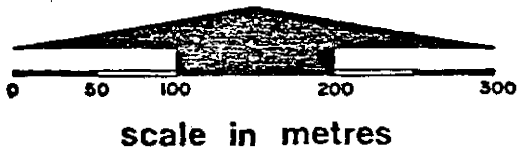
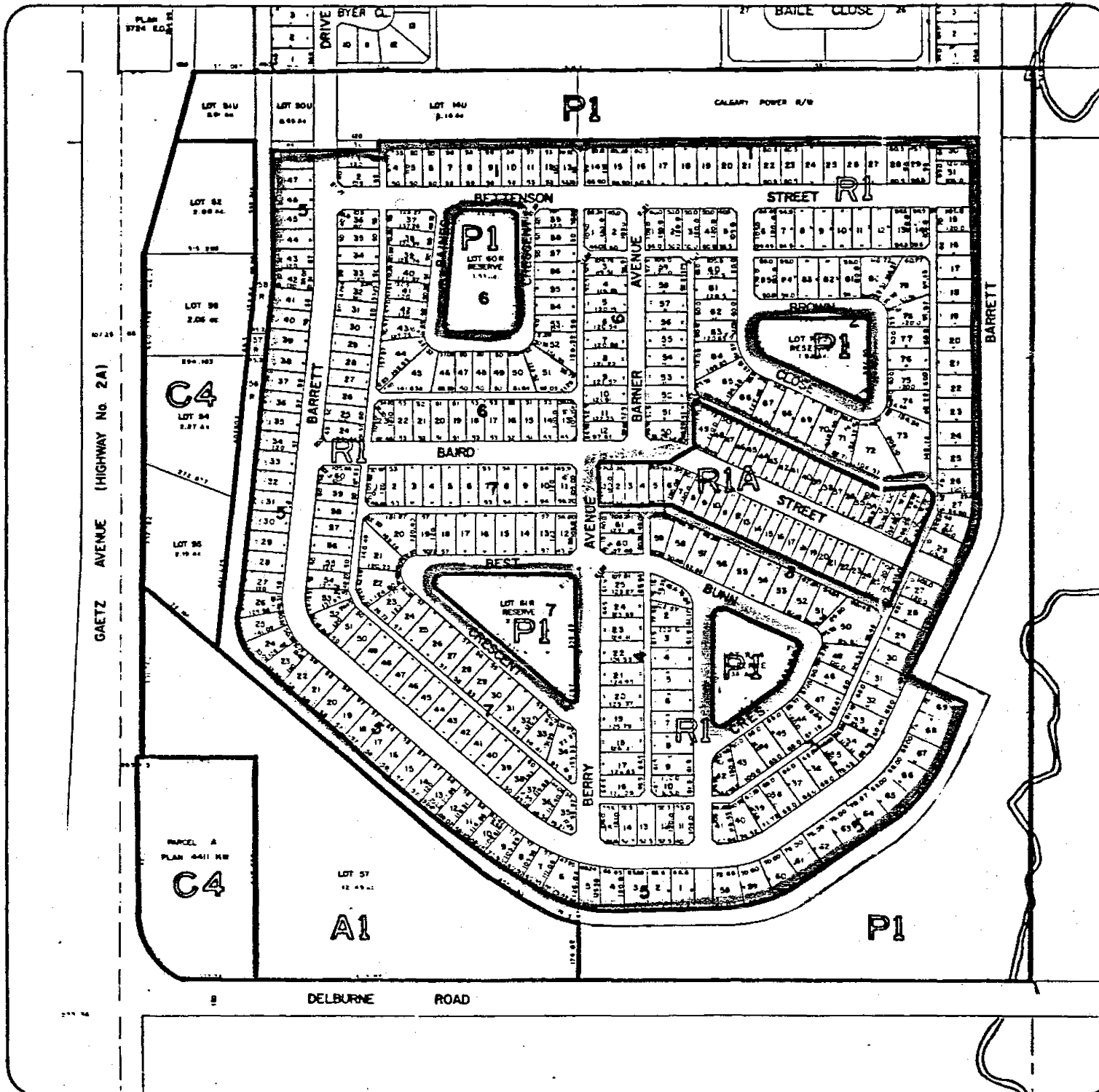
CITY CLERK



# City of Red Deer --- Land Use Bylaw

## Land Use Districts

G4



Revisions :

MAP NO. 2/82  
(BY-LAW No. 2672/C-82)

Designate to **R1**.

BYLAW NO. 2751/A-82

Being a Bylaw to amend Bylaw No. 2751/82, "The Alarm 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. 2751/82 is amended by adding thereto "Schedule A" attached hereto and forming part of this Bylaw.

READ A FIRST TIME IN OPEN COUNCIL this                      day of                      A.D., 1982.

READ A SECOND TIME IN OPEN COUNCIL this                      day of                      A.D., 1982.

READ A THIRD TIME IN OPEN COUNCIL AND FINALLY PASSED this                      day of  
A.D., 1982.

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MAYOR

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CITY CLERK

BYLAW NO. 2757/82

COUNCIL OF THE CITY OF RED DEER ENACTS AS FOLLOWS:

(1) Mr. G. Toth (hereinafter called the Licensee) is hereby granted license and permission to temporarily occupy and use that portion of the registered city lane described as follows:-

"Ten feet perpendicular throughout the most easterly portion of the registered lane adjacent to the west boundary of Lot 19A, Block 7, Plan 4461 R.S."

subject always to the following covenants, terms and conditions which shall be accepted and agreed to by the Licensee as a condition precedent to his occupation and use of the said lands.

(a) The license and permission hereby granted may be terminated by either the City or the Licensee upon the giving of thirty (30) days notice in writing, which notice may be served by the mailing of same, postage prepaid, as follows:-

The City - City Hall, Red Deer, Alberta.

The Licensee - 3712 - 43A Avenue, Red Deer, Alberta

and shall be deemed to have been received the date following the mailing thereof.

(b) The Licensee shall at all times, keep and maintain the said lands in good and tenantable condition and repair.

(c) The Licensee shall comply with all Bylaws, Statutes, Rules or Regulations in any manner referring to or affecting the said lands.

(d) The City shall not be liable for any injury or damage to persons or property arising on or about the said lands and the Licensee shall indemnify the City from and against any claim or demand in respect thereof.

(e) The Licensee shall pay to the City the sum of Five Dollars (\$5.00) on the first day of May, 1982 and on the first day of every succeeding May so long as the within license continues.

(f) The Licensee shall pay for all utilities or other services provided to the said lands, and shall pay all taxes levied in respect of any improvements or taxable equipment situate on the said lands.

(g) The Licensee shall not place or erect any buildings, improvements of structures on the said land without the expressed written consent of the City first had and obtained.

(2)

Bylaw 2757/82

(h) At the termination of this license and permission, the Licensee shall remove or cause to be removed from the said lands all buildings, structures and other objects situate thereon, in default of which the City may without incurring any liability whatsoever cause the same to be removed and the cost of so doing shall be paid by the Licensee forthwith on demand.

2) Bylaw No. 2514/76 is repealed with the final passage of this Bylaw.

READ A FIRST TIME IN OPEN COUNCIL this            day of            A.D., 1982.

READ A SECOND TIME IN OPEN COUNCIL this            day of            A.D., 1982.

READ A THIRD TIME IN OPEN COUNCIL AND FINALLY PASSED this            day of  
A.D., 1982.

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CITY CLERK

BYLAW NO. 2758/82

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

COUNCIL OF THE CITY OF RED DEER, IN THE PROVINCE OF ALBERTA, ENACTS AS FOLLOWS:

- (1) The following portion of road in The City of Red Deer is hereby closed.

"That portion of the lane bounded on the north by the south property line of Lot 28, Block 2, Plan 3036 K.S. and bounded on the south by the north property line of Lot 17, Block 2, Plan 5072 H.W. and bounded on the west by 43A Avenue and bounded on the east by the lane located between 43A Avenue and 43 Avenue.

Excepting thereout all mines and minerals."

- (2) This Bylaw shall come into force upon the final passing thereof.

READ A FIRST TIME IN OPEN COUNCIL this            day of            A.D., 1982.

READ A SECOND TIME IN OPEN COUNCIL this            day of            A.D., 1982.

READ A THIRD TIME IN OPEN COUNCIL AND FINALLY PASSED this,            day of  
A.D., 1982.

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CITY CLERK

BYLAW NO. 2759/82

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

COUNCIL OF THE CITY OF RED DEER IN THE PROVINCE OF ALBERTA ENACTS AS FOLLOWS:

- (1) The following road in The City of Red Deer is hereby closed.

"All that portion of road allowance between the SE $\frac{1}{4}$  31/38/27/4 and the SW $\frac{1}{4}$  32/38/27/4 that lies to the south of Railway Plan C & E #1.

Excepting thereout all mines and minerals."

- (2) This bylaw shall come into force upon the final passing thereof.

READ A FIRST TIME IN OPEN COUNCIL this                      day of                      A.D., 1982.

READ A SECOND TIME IN OPEN COUNCIL this                      day of                      A.D., 1982.

READ A THIRD TIME IN OPEN COUNCIL AND FINALLY PASSED this                      day of  
A.D., 1982.

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MAYOR

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CITY CLERK

BYLAW NO. 2760/82

COUNCIL OF THE CITY OF RED DEER ENACTS AS FOLLOWS:

(1) Donsdale Development Ltd. and Great West Life Assurance Co. (hereinafter called the Licensee) is hereby granted license and permission to temporarily occupy and use the portion of the registered City roadway as outlined in red on the plan hereunto annexed and forming part of this Bylaw, subject always to the following covenants, terms and conditions which shall be accepted and agreed to by the Licensee as a condition precedent to its occupation and use of the said lands.

(a) The license and permission hereby granted may be terminated by either the City or the Licensee upon the giving of thirty (30) days notice in writing, which notice may be served by the mailing of same, postage prepaid, as follows:-

The City - Box 5008, Red Deer, Alberta.

The Licensee - c/o #204, 10458 Mayfield Road, Edmonton,  
Alberta, T5P 4P4

and shall be deemed to have been received the day following the mailing thereof.

(b) The Licensee shall at all times, keep and maintain the said lands in good and tenantable condition and repair.

(c) The Licensee shall comply with all Bylaws, Statutes, Rules or Regulations in any manner referring to or affecting the said lands.

(d) The City shall not be liable for any injury or damage to persons or property arising on or about the said lands and the Licensee shall indemnify the City from and against and claim or demand in respect thereof.

(e) The Licensee shall pay to the City the sum of Five Dollars (\$5.00) on the first day of May 1982.

(f) The Licensee shall pay for all utilities or other services provided to the said lands, and shall pay all taxes levied in respect to any improvements of taxable equipment situated on the said lands.

(g) The Licensee shall not place or erect any buildings, improvements, or structures thereon without expressed written consent of the City first had and obtained.

(h) No assignment of this license and permission is valid unless and until such assignment is submitted to The City of Red Deer, and its consent thereto is obtained in writing.

(i) At the termination of this license and permission, the Licensee shall remove or cause to be removed from the said lands any buildings, improvements, structures and other objects situate thereon, in default of which the City may without incurring any liability whatsoever cause the same to be removed and the cost of so doing shall be paid by the Licensee forthwith on demand.

Bylaw 2760/82

(2)

(j) This Bylaw shall become effective upon the final passing hereof.

READ A FIRST TIME IN OPEN COUNCIL this                      day of                      A.D., 1982.

READ A SECOND TIME IN OPEN COUNCIL this                      day of                      A.D., 1982.

READ A THIRD TIME IN OPEN COUNCIL AND FINALLY PASSED THIS                      day of  
A.D., 1982

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MAYOR

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CITY CLERK



ADDITIONAL AGENDA

For the meeting of Red Deer City Council

TUESDAY, APRIL 13th, 1982

April 13, 1982

TO: CITY CLERK

FROM: CITY TREASURER

RE: TENDERS FOR FIRE STATION #3

Tenders for the above closed on April 8, 1982. It is recommended Council approve award to the low tender from Timcon Construction for \$1,167,423 subject to L.A.B. approval. The tenders received were:

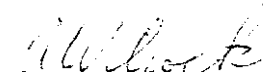
Ellis Const. Ltd., Lacombe	\$1,226,601
Swertz Bros. Const. Ltd., Red Deer	1,171,450
Carlson Const., Edmonton	1,290,853
Hornstrom Bros. Const., Calgary	1,244,889
L. C. Greenough Const., Edmonton	1,365,892
Timcon Const. Ltd., Red Deer	1,167,423
Summit Const., Sherwood Park	1,267,430
Parkins Const., Edmonton	1,307,834

The tender recommended is approximately \$158,173 higher than estimated. A summary of the total project costs is attached.

There are reductions in the land area, city servicing costs and the contingency that offset all but \$50,000 of the overage. Council approval is requested to increase the authorized borrowing before second reading. This will increase the debt limitation approved by Council for 1982 by \$50,000 if other projects do not cost less to offset the \$50,000.

Required

1. Approval of the award of the tender to Timcon for \$1,167,423 subject to LAB approval.
2. Approval of a resolution to increase the authorized borrowing to \$1,638,100 prior to second reading.
3. Second and third reading of Bylaw 2747/82.



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

cc: Fire Chief  
Construction Coordinator

FIRE HALL NO.3

	<u>Original Budget</u>	<u>Revised Budget</u>	<u>Increase (Decrease)</u>
Purchase of Land	\$ 285,300	\$ 207,524	\$(77,776)
Contract	1,009,250	1,167,423	158,173
Consultant Fees	60,000	60,000	---
Ancillary Costs	15,000	15,000	---
- Geotechnical Report			
- Topographic Survey			
- Tender Printing			
- Construction Coordinator			
City Servicing	112,000	85,000	(27,000)
- Power & Utilities			
- Road & Traffic Light Revisions			
- Paving			
Fire Hall Location Study	15,000	15,000	---
Loose Furnishings	25,000	25,000	---
Design of Dispatch and Alarm Consoles	16,000	16,000	---
Dispatch Equipment	100,000	100,000	---
Contingency	50,000	46,603	(3,397)
	<u>          </u>	<u>          </u>	<u>          </u>
Total Cost	\$1,687,550	\$1,737,550	\$ 50,000
Less: Proceeds from sale of old fire station site to County of Red Deer	99,450	99,450	---
	<u>          </u>	<u>          </u>	<u>          </u>
Borrowing Required	<u>1,588,100</u>	<u>1,638,100</u>	<u>50,000</u>

April 12, 1982

CITY OF RED DEER FIRE DEPARTMENT  
Firehall No. 1  
Box 5008  
RED DEER, Alberta  
T4N 3T4

ATTENTION: R. Oscroft, Fire Chief

Dear Sir:

RE: Firehall No. 3  
Fire No. 81-140 (3.1)

We have reviewed the tenders submitted for this project and find the low bid by Timcon Construction Ltd. in the amount of \$1,167,423.00 to be fair and reasonable. The unit price for a gross area of 13,257 square feet is \$88.06/sq. ft. This compares favourably with recent prices for similar projects. For example, a firehall in Edmonton which closed just last month came in (substantially below budget) at \$91.00/sq. ft.

The bidding on this project was extremely close amongst the General Contractors and the major sub-trades. Therefore, the prices do reflect a true picture of current industry pricing.

The slight increased cost of this project over the budget reflects a marked material cost increase since the new year and the anticipated labour rate increases which will be in effect after union negotiations scheduled for the end of this month are completed. The current consensus amongst local contractors is that a contractor/union settlement will be orderly without any anticipated strike action.

CITY OF RED DEER FIRE DEPARTMENT

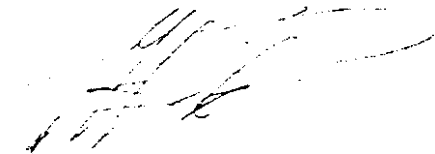
April 12, 1982

Page Two

It is our recommendation, therefore, that the City of Red Deer accept Timcon's bid and approve an increase in the overall project budget on the understanding that this increase would be an upset figure and would probably be reduced as the project proceeded.

Yours truly,

STEPHENS KOZAK ARCHITECTS LTD.



per: Victor G. Kozak, MRAIC

V.G.K.  
Enclosure

cc: [REDACTED]