

Chelon - Dec 8/55

Mr. MacKay - Buffalo

By-Law - night - Accounts -

London - small
A G E N D A

For meeting of the Council to be held in the Council Chambers, November 7, 1955 at 7:30 p.m.

Present:

Tickets - order - O.K.

1. Confirmation of the minutes of the regular meeting of October 24, 1955

2. Unfinished Business:

O.K. - accept offer

1. Re: Proposed Parking Lot west of Red Deer Armories

2. Correspondence Re: Extension of Time requested by Barlow Development Ltd. re Mineral Rights.

\$5,000 paid now - Dec 13/55

3. Correspondence:

1. W. E. Lord

Re: Storm Sewer System

2. R.D.D.P.C.

Re: Enquiry regarding Service Station sites

3. Marshall Lees Agencies

Re: Parking condition and lights at fair grounds.

4. R.D. Bus Lines

Re: Bus Subsidy

5. E. E. Lester

Re: Application for license to operate grocery store.

6. From City Commissioner to Police Committee

Re: Traffic Tickets

7. H. Kruithof.

Re: Application to purchase land

8. District of West Park

Re: Domestic animals within city limits

9. R.D. Chamber of Commerce

Re: Joint Meeting with City Council

4. By-Laws:

1. No. 1855 - to appoint an Assistant City Clerk and Assistant ~~Secretary~~ Treasurer.

2. No. 1856 - Consolidation of License By-law.

3. No. 1844 - (B) - Amendment to Traffic By-law.

Not ever Misquoted.

5. Reports:

1. Re: R.C.M.P. Investigation

2. Re: Wage Cheques

3. Clearing Sidewalks of Snow

4. Fire Chief's report for the month of October, 1955.

5. *O.K.* Building permits for October, 1955. *

No statement made to Alberton, City of Red Deer leaving in hands of R.C.M.P. New contract not in the hands of R.C.M.P.

6. New Business:

1. Payment of accounts.

*See Council
Planning
Promote
W side of Park*

Recruit new men

① *No statement by myself*
② *Alberton asked 2-7/55 from City*

*Street Sweeper = schedule.
-> bring back to Council*

UNFINISHED BUSINESS:

Department of National Defence

CALGARY, Alberta
31 October 55

Re: Proposed Parking Lot west of Red Deer Armories

City of Red Deer,
Red Deer, Alta.

Gentlemen:

Reference is made to our meeting with Mr. Beveridge, City Commissioner, regarding the Leave and License agreement with the City for the use of Lots 10 to 14, Block 27, Plan K, as a parking lot by the City.

Attached is a copy of a letter from the undersigned, outlining the clauses which should be included in the Leave and License Agreement.

Army Headquarters have now advised that they have approved a Leave and License Agreement, under the terms stated in my letter. The agreement will be drafted to follow in the near future.

For your information, please.

Yours very truly,
"J.P. Wiebe" Captain
Officer Commanding
15 Works Coy RCE

NOTE:

The following is just for information. J.A.B.

- - - - -

CALGARY, Alberta.
21 Sep.

Command Engineer,
HQ Western Command,
Kingsway Avenue,
Edmonton, Alberta.

LEAVE AND LICENSE AGREEMENT

Parking Lot - City of Red Deer

Further to our letter Cal 8-73, dated 9 Aug 55, and instructions received from the Area Engineer, Alberta Area, under letter 13 WKS 8-4-57, dated 19 Aug 55.

1. A meeting was held with the officials of the City of Red Deer, including the City Commissioner and the City Clerk, with regard to preparing a proposal for a Leave and License Agreement with the City of Red Deer, in order that the City of Red Deer may construct a parking lot on Lots 10 to 14, inclusive, Block 27, Plan K, immediately west of the Red Deer Armoury.

2. After discussion, the following clauses were agreed upon by the undersigned and the City Commissioner:

(a) That the Leave and License Agreement be drawn up for a period of three years, with the reservation that the Department of National Defence may terminate this agreement at any time on 30 days' notice.

(b) That the City of Red Deer construct at their own expense the parking lot on all of lots 10 to 14, inclusive, and that portion of Lot 15, immediately west of the Armoury.

(c) That a 20-ft lane be reserved as a driveway immediately west of the Armoury.

(d) That the OC of the local Militia Unit may, on 3 days' notice, to the City of Red Deer, use exclusively all or any part of this parking lot when required.

3. It is suggested that the fee charged to the City of Red Deer for the use of this parking lot be a nominal fee, perhaps on a basis of \$25.00 per year.

4. It was pointed out to the officials of the City of Red Deer that the undersigned did not have authority to negotiate with commitment, and the opinion expressed could not bind the Department of National Defence in any way whatsoever.

5. It is suggested that an Agreement be drawn up to include clauses mentioned in Para. 2.

6. At present, the area in question is a lawn area, and it is considered construction of a parking lot in this area would improve rather than deteriorate this property. As the city is in agreement on constructing a parking lot in this area, it is considered they should be given favourable consideration.

(JP Wiebe) Captain
A/Officer Commanding
15 Works Coy RCE

JPW/pl

Unfinished Business

BARLOW DEVELOPMENT LTD.
5710 - 103 A St.
Edmonton, Alberta

June 21/55

City of Red Deer
City Hall
Red Deer, Alberta

Attention: Mr. E. Newman, City Clerk

Dear Sirs:

Re: Agreement for Leases, dated 6 January, 1954

I have discussed with you the progress as well as some of the problems that we have encountered in respect to the above and we feel that it is necessary at this time to complete some arrangements which would allow for an extension of the time under our contract before contacting the individual mineral right holders.

Therefore we wish to suggest that in consideration of the sum of \$5,000 payable in advance for each extended year plus the yearly fee of the Trust Company for extended periods, which we understand is \$100 per year, we be given the right to extend the time under the above arrangements for a period of two years. These payments to be made to the Trust Company in the same way as presently outlined in our agreement.

If this suggestion meets with your favorable consideration we would be glad to forward amending documents if you think it necessary.

Yours truly,

BARLOW DEVELOPMENT LTD.
per: C.B. Barlow

June 28, 1955

Kirby and Murphy
Metro Block
Red Deer, Alta.

Dear Sirs:

We are enclosing a copy of a letter received from Barlow Development Limited which is self-explanatory. As last night's meeting of council I was instructed to forward this to you for your legal advice on this matter.

It would be appreciated if you could inform us of your thinking in time for next council meeting which is July 4th.

Thanking you.

Yours truly,

"E. Newman"
City Clerk

KIRBY AND MURPHY
Metro Block
Red Deer, Alta.

July 5, 1955

City of Red Deer
City Hall
Red Deer, Alta.

Attention: E. Newman, City Clerk

Dear Sir:

Re: Barlow Development Limited and the City of Red Deer

We acknowledge receipt of your letter of June 28th in the above matter enclosing a copy of a letter from Barlow Development Limited dated June 21st.

Further to the writer's telephone conversation with you, we are of the opinion that the Council of the City of Red Deer, could, if it wished, extend the Agreement for a further period of two years on the condition that Barlow Development Limited pay in advance the sum of \$5,000.00 for each extended year, plus the yearly fee of the trust company for such extended period.

It would appear to us that the only decision to be made by the Council is whether to extend the Agreement for a further period of two years, at this time, or to wait and see what progress, if any, is made by Barlow during the balance of the term of the Agreement. It would be open to the Council to extend the Agreement at any time prior to its expiration, or to enter into a new Agreement after that time. It could well be that another company may make a more favorable offer in the future, and it would possibly be not in the best interests of the City to tie themselves down for a further period of two years until cogent and compelling reasons why they should do so are put forth by Barlow, at which time the whole question could be considered further.

If Barlow's suggestion is accepted by the Council, we do not see any advantage in requiring the sum of \$10,000.00 to cover the extended period of two years to be paid to the trust company immediately, rather than having it paid to the City in advance for each extended year.

It is our understanding that the suggestion of Barlow Development Limited relates solely to the drilling commitment and has nothing whatsoever to do with the stipulated minimum expenditure by Barlow for the first year of the contract. In this connection, we understand that the difference between the sum of \$25,000.00 and Barlow's actual expenditures during the first year have been paid to Prudential Trust Company as provided for in the Agreement. We mention this because the letter from Barlow Requests: "Some arrangement which would allow for the extension of the time under our contract before contacting the individual mineral right holders". We do not know why he refers to an extension "before contacting the individual mineral right holders", as the Agreement does not stipulate any time in which he must acquire leases from others, except that drilling must be commenced within three years and six months of the date of the Agreement.

We trust that you will find the foregoing of some assistance, and we shall be pleased to provide any further information which you may require. We are returning herewith your copy of the Agreement with Barlow Development Limited.

Yours truly,

Kirby and Murphy

July 12, 1955

Mr. C.B. Barlow
Barlow Development Ltd.
5710 - 103 A St.
Edmonton, Alberta

Dear Sir:

In answer to your letter of June 21, 1955 in which you ask for consideration for a two-year extension to your present lease with the City of Red Deer for the sum of \$5.00 per year payable in advance plus the yearly fees to the Trust Company, this matter was first brought to council's attention, and they in turn referred it to our City Solicitors

who have advised us as per the following council resolution which was adopted at last night's regular meeting which reads as follows:

"That the City Council will consider any valid reasons Barlow Development may have for extension of the contract time."

Trusting you will advise at you convenience.

Yours truly,

"E. Newman"
City Clerk

KIRBY, MURPHY, ARMSTRONG & BEAMES
Metro Block
Red Deer, Alta.

October 28, 1955

City of Red Deer
City Hall
Red Deer, Alberta

Attention: Mr. E. Newman

Dear Sir:

Re: City of Red Deer and Barlow Development Ltd.

We wish to advise that Mr. Murphy and the writer have now perused the proposed Amendment Agreement to the Agreement dated the 6th of January, 1954, drawn by the Solicitors for Barlow Development Ltd.

We are of the opinion that the waiver clause appearing on Page 2 of the Amendment Agreement is stated in much too broad terms, and could possibly be held to affect the minimum expenditure clause appearing upon Page 4 of the original Agreement. We are also of the opinion that the clause relating to extension of time appearing upon Page 2 of the Amendment Agreement should make it clear that any extension of time granted by the Amendment Agreement will have no application to the provisions of the said minimum expenditure clause in the original Agreement.

When the matter of an Amendment Agreement originally arose, we had the impression that the considerations to be paid for extension of time under the original Agreement were to be paid to the City and were not to become subject to the provisions in the original Agreement respecting liquidated damages and refunding of deposit. It should, therefore, be made clear whether the money is to be paid to the City of Red Deer for its own use, or whether as now set out in the proposed Amendment Agreement money so paid is to be governed by clause 6 and 7 of the original agreement.

Mr. Jack MacKenzie who is associated with Barlow has been in touch with the writer on two occasions and we intimated to Mr. MacKenzie the general objections of the City to the Amendment Agreement as provided, and stated that we concurred with the City's objections. Mr. MacKenzie assured us that it was not Barlow's intention to in any way affect the deposited funds by the Amendment Agreement, and stated to the writer on the telephone today that a new draft Agreement was being prepared and would be submitted in the near future.

We return herewith the Agreements, and trust that you will find the foregoing in order.

Yours truly,

Kirby, Murphy, Armstrong & Beames

"J.W. Beames

The suggested change in the agreement is as follows with the amendment as outlined. J.A.B.

THIS AGREEMENT made the day of A.D. 1955.

BETWEEN;

THE CITY OF RED DEER, in the Province of Alberta,
(sometimes hereinafter referred to as "the City")

-and-

BARLOW DEVELOPMENT LTD., a body corporate with
registered office in the City of Calgary, in the
Province of Alberta, (hereinafter referred to as
"Barlow")

OF THE SECOND PART.

WHEREAS the parties hereto entered into an Agreement, dated the 6th day of January, A.D. 1954, (hereinafter called the "original agreement") whereby Barlow within the time therein limited and subject to the terms and covenants therein contained is entitled to lease certain petroleum substances as therein defined owned by the City; and

WHEREAS pursuant to the original agreement, Barlow has spent or deposited with the trustee appointed by the City the sum of Twenty Five Thousand (\$25,000.00) Dollars; and

WHEREAS for reasons beyond the reasonable control of Barlow the progress made to the date hereof in searching titles and securing leases from other owners of petroleum substances in the area indicates that Barlow may require additional time for these purposes and for the exercise of the other rights and the performance of the other duties of Barlow under the terms of the original agreement; and

WHEREAS the City is satisfied that the granting of additional time to Barlow is in the best interests of the City and other owners of petroleum substances in the area.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and of the sum of Five Dollars (\$5.00) paid by Barlow to the City, the receipt whereof is hereby acknowledged, and the mutual covenants of the parties hereto IT IS AGREED AS FOLLOWS:

WALIVER

1. The City hereby waives any claim or right it may have against Barlow arising out of or connected with any breach of any covenant or condition of the original agreement which Barlow may have committed during the period from the date of the said agreement to the date hereof and hereby excuses Barlow from failure to perform within the said period any of its obligations under the original agreement which have not been performed during the said period.

EXTENSION OF TIME

2. The City hereby agrees to grant Barlow an extension of all times limited under the original agreement for the performance of any obligations and the exercise of any rights thereunder ^{or} a maximum of two (2) years comprised of two (2) periods of one (1) year each; PROVIDED that Barlow not later than the 6th day of December in each of the years 1956 and 1957 applies to the City in writing for an extension of time for one year and simultaneously deposits with the trust company appointed under the original agreement the sum of Five Thousand (\$5,000.00) Dollars.

TRUST FUNDS

3. Any moneys deposited by Barlow with the said trust company shall be subject to the terms and conditions prescribed in clauses 6 and 7 of the original agreement with the times therein limited extended pursuant to this agreement.

TRUSTEES FEES

4. All charges, costs and expenses made, incurred or paid by the said trust company arising out of or in connection with any extension of time granted to Barlow by the City hereunder shall be borne and paid by Barlow.

FURTHER ASSURANCES

5. Each of the parties hereto shall from time to time and at all times do all such further acts and execute and deliver all such further documents and assurances as shall be reasonably required in order to fully perform and carry out the terms of this agreement.

APPLICATION OF ORIGINAL AGREEMENT

6. Except as herein otherwise provided the original agreement shall remain in full force and effect and continue to be binding upon the parties during any period of time for which Barlow may be entitled to an extension of time hereunder.

INTERPRETATION

7. Unless the context or reference otherwise requires all terms used in this agreement shall have the same meaning as in the original agreement.

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

THE CITY OF RED DEER

BARLOW DEVELOPMENT LTD.

November 3, 1955.

City of Red Deer,
City Hall.

ATTN: Mr. E. Newman

Dear Sir: Re: Barlow Development Ltd.

We enclose herewith a copy of the suggested Amendment to the waiver and extension of time clauses prepared by Barlow's solicitors.

Without having the original Agreement before us, we feel that the amendment covers the objections to the Amendment Agreement as originally drawn, and could safely be executed by the City without endangering the City's rights under the original Agreement if such a course was authorized by Council.

Yours truly,
KIRBY, MURPHY, ARMSTRONG & BEAMES

WAIVER

1. The City hereby waives any claim or right it may have against Barlow arising out of or connected with any breach of any covenant or condition of the original agreement which Barlow may have committed during the period from the date of the agreement to the date hereof and hereby excuses Barlow from failure to perform within the said period any of its obligations under the original agreement which have not been performed during the said period; PROVIDED that nothing herein contained shall be construed to release Barlow from performance within the extended times herein granted of all covenants, terms and conditions contained in the original agreement and in the event of Barlow's failure to perform or discharge any such covenant, term or condition within the extended times herein granted the penalties provided in the original agreement shall prevail including the forfeiture of any funds deposited thereunder with the trustee.

EXTENSION OF TIME

2. The City hereby agrees to grant Barlow an extension of all times limited under the original agreement for the exercise of any rights thereunder and for the performance of any obligations except the making of any deposit required under clause 5 thereunder, for a maximum of two (2) years comprised of two (2) periods of one (1) year each; PROVIDED that Barlow not later than the 6th day of December in each of the years 1956 and 1957 applies to the City in writing for an extension of time for one year and simultaneously deposits with the trust company appointed under the original agreement the sum of Five Thousand (\$5,000.00) Dollars.

1 yr to finish title examination.
1 1/2 yrs to deal with private owners.

CORRESPONDENCE:

LETTER NO. 1

October 8, 1955

Messrs. Mayor and Aldermen,
City of Red Deer, Alta.

Gentlemen:

"Water always finds its level".

I am enquiring whether, in the Storm Sewer System now being installed in the City, there will be apparatus to prevent the Sewer flooding the City. There should be a controlled valve or gate built into the system while it is under construction.

Yours very truly,
"W. E. Lord"

To the City Commissioners:-

Re: Mr. W.E. Lord's letter dated October 8, 1955

In answer to your note dated October 14th, 1955, I have obtained confirmation of the facts as already explained to you from our Consulting Engineers. The highest river flood level on record (1915) was an elevation of 2800' which was almost reached last year. As you know we do not allow any building on land having an elevation of less than 2802'.

The following elevations refer to the inverts and top of pipe at locations stated:

	<u>Location</u>	<u>Invert</u>	<u>Top of pipe</u>
1.	Outfall	2796.55	2800.51
2.	55th Street & 49th Avenue	2797.88	2801.88
3.	54th Street & 49th Avenue	2800.16	2804.16
4.	53rd Street & 49th Avenue	2801.01	2805.16

Handwritten notes: 2796.55, 2800.51, 2812.09, 2818.00

In the event of the river reaching a height of 2800' (an unusual occurrence), the water would be 6" below the top of the pipe at the outfall (location 1). At Location 2 the pipe would be approximately half full (2' from top of pipe) and at location 3 there would be no water.

In the event of a storm of high intensity and duration at the same time as the river is at this level, it is possible that the storm water would not get away sufficiently rapidly. The effect of this would be a temporary pooling at the catchbasins. Roof water would still get away due to the substantial head of water, and the street water would be taken away immediately the intensity of the storm was reduced.

The combination of factors to create such a situation is considered unlikely more than once in every 25 years, and the condition would even when be unlikely to last more than 5 - 10 minutes.

As to Mr. Lord's comment that 'water always finds its own level', this is itself an answer as to why a valve would serve no useful purpose in preventing the 'sewer flooding the City'. On the contrary, it would increase the possibility. There is no dam along the edge of the river. The bank at the edge of the river averages 2812 to 2816. In general the elevation of the down town area being served varies from 2816 to 2820. If the river rises to 2800 (maximum recorded) and it backs up the pipes it will still be 16' to 20' below the ground level and any water on the surface entering the system will have a 16'-20' head on it to force the water out. The river would overflow the banks before river water could back up and overflow a catchbasins and would have to rise at least 12 feet higher than at any time during the last 50 years. As a matter of interest, the elevation of Mr. Lord's house is 2806 and his house would be sitting in 6 feet of water before the river level would correspond with a catchbasins on the system!

Secondly, although a gate valve could stop river water entering the system when the river is high, in the event of a heavy rain the storm water would not be able to reach the river, which it will do quite satisfactorily under a 16' to 20' head i.e. the valve might cause storm water, not river water, to flood the city by preventing it from reaching the river under its own head.

It might be mentioned that a screen is being installed on the outfall to prevent trees, branches or other obstructing matter to enter the system when the river is high.

Yours truly,
"Denis Cole"
City Engineer

NPTE:

In general the above letter states that (a) we expect the river to enter the storm sewer pipe.

(b) this backing -up will still permit storm water to drain off the streets and buildings.

(c) that the situation re the storm sewer will be somewhat the same as with the present sanitary sewer at the outfall.

J.A.B.

LETTER NO. 2

RED DEER DISTRICT PLANNING COMMISSION

October 27, 1955.

To the City Clerk:

Dear Sir: Re: Enquiry regarding Service Stations sites

We have received an enquiry from Messrs. Kirby and Murphy on behalf of clients of theirs as to whether a service station would be permitted on the site immediately North of the River and East of the Highway and which was acquired from Stephenson and McPhee by Hannigan Brothers for a Dairy Bar.

Although there is no provision in the present City Zoning By-law for such a development on this site, the Commission is of the opinion that there would be no objection to the proposal provided satisfactory access and egress is arranged to the Highway with particular regard to the entrance to the bridge and the intersection of 59th Street.

In addition the applicants wish to know whether a Service station with overhead tanks would be permitted on 48th Avenue on the Nazarene College Property. The Commission was of the opinion that a Service Station would be most undesirable in this area.

As the Commission acts only in an advisory capacity insofar as zoning is concerned inside the City, we have informed the applicants that we have forwarded our recommendations to the City together with their application, and that the City will no doubt furnish them with its decision in the near future.

Attached please find a copy of the applicant's letter dated September 27, 1955.

Yours truly,
"Denis Cole"
Director.

NOTE: Agree with above recommendations of District Planning Commission
J.A.B.

C O P Y

KIRBY, MURPHY, ARMSTRONG & BEAMES

Sept. 27, 1955

Denis Cole Esq.,
Red Deer Planning Commission,
City Hall,
Red Deer, Alberta.

Dear Sir:

We represent a very reputable oil company which is interested in the construction of at least two service stations in the City of Red Deer. They have been in contact with the Hannigan Brothers who are purchasers from Mr. Stephenson and Mr. McPhee of certain property adjacent to 50th Ave. and being immediately North of the traffic bridge. We believe the parcel in question is known as Parcel "D" in the proposed plan for the overall development of the area. We should be pleased to know if consideration might be given to re-zone the parcel so that our clients might erect a modern service station thereon.

Our clients are also interested in erecting a service station together with overhead tanks on property located adjacent to 48th Ave. the present owners being, according to our information, the Canadian Nazarene Church. If suitable arrangements could be made with the owners, would the Planning Commission, in like manner, give consideration for re-zoning this property for the purpose outlined.

You will recall the writer speaking to you verbally in connection with these matters, and we trust that you will recall the locations referred to.

Yours truly,

"E. F. Murphy"

LETTER NO. 3

Oct. 26th, 1955.

Mr. E. Newman,
City Clerk,
City of Red Deer.

Dear Mr. Newman:

There are two things which I would appreciate you discussing with the Council and they are as follows:

For two years there have been very bad parking conditions at the fair grounds on hockey nights. There is always a police officer to help to get the cars away, but never anybody on the job at 7 o'clock when the cars first start to park. I think it could be very easily rectified by either marking off the parking or having a commissionaire on the job each hockey game.

The second is very easily rectified. It is a question of having the lights on at the Fair Grounds every night of the week. We believe there is enough public activity at skating and curling every night of the week but Sunday that for public safety the lights should be on until midnight every night.

Thanking you for your personal attention to these matters.

Yours very truly,
"Marshall Lees"

P.S. I discussed the above with Ald. Fletcher and Allen, and both advised to write a letter to you. Thanks.

M.L.

NOTE:

(1) Agree that parking lot should be marked off. This is just another item for which money is not available in this years budget.

(2) There are no commissionaires available at present as far as we know. Further, unless there is parking stalls it would be most difficult to do a job.

(3) There are now 3 lights left on at all times. The others are turned on when there is a crowd at the arena. The only question is whether we should have 4 or more lights on and this is simply a matter of opinion.

(Cost/light - 8¢/night)

J.A.B.

LETTER NO. 4

RED DEER BUS LINES

5612 - 57 St.,

Nov. 1, 1955

Dear Sirs:

As there is so much demand for Bus Service from Districts not served now and which it is impossible to serve with one Bus I wonder if you would reconsider your decision and subsidize a second Bus.

If I could get \$150.00 a month for the first year it is quite possible I could build the Business up to where I could operate for the same subsidy as the first bus.

Would you please give this matter your earliest attention as now is the time they really need the service.

Yours truly,
"D. A. Donaghy"

NOTE: The present bus subsidy is \$200/month for the six summer months. We cannot give additional subsidy to the bus, channel our parking meter money into a separate fund, build storm sewers, etc. without affecting taxes. If subsidies are to be given they should be considered when the annual budget is studied.

J.A.B.

LETTER NO. 5

Red Deer, Alberta,
November 4th, 1955.

City of Red Deer,
Red Deer, Alta.

Dear Sir:

I wish to make application for approval of license to operate a Grocery and Confectionery at 4937 - Ross Street (formerly occupied by Bud Bourk's Men's wear).

Thanking you, I remain

Yours truly,
"E. E. Lester"

4320 Grandview Blvd.
Red Deer, Alta.

NPTE:

Nove. 4, 1955.

O.K.

C.E.R.

LETTER NO. 6

C O P Y

October 26, 1955

To: Police Committee

Re: Traffic Tickets

As of November 1, 1955 the City will be collecting traffic ticket fines at the City Office.

However, no person on the city staff will have authority to cancel any tickets. All such requests will be referred to the R.C.M.P. for a decision.

There are two main advantages to the system outlined above:

(1) The police are in a much better position to make a decision re cancelling of tickets.

(2) The person cancelling the ticket does not collect the fine and vice versa. Therefore, there is no opportunity for either party to make money by cancelling tickets i.e. a double check.

"J. A. Beveridge" P. Eng.,
City Commissioner

LETTER NO. 7

5521 Gaetz Ave.,
Red Deer, Alta.

Dear Sir:

Please give me some information concerning Lot 16, Blk. 21, Plan 174 N.W. as to price and taxes, etc. I intend to build before the frost is in the ground.

Yours truly,
"H. Kruithof"

NOTE:

Oct. 27/55

Land sale policy does not permit selling of unserviced lots. However, I feel that this parcel in question might never be serviced by the city. Selling price \$460.00.

C.E.R.

LETTER NO. 8

5440 - 38 St.,
Red Deer, Alta.,
November 2, 1955.

Your Worship & City Council,
City Office.

Gentlemen:

We, the undersigned residents of the district of West Park, wish the Council to fully investigate, to make a decision on, and to implement means of enforcing that decision, on the following matter.

A resident, U. Kitts, had on his premises two cows and six pigs. We reported this to both the city office and the District Health Office. The former, through Mr. Ross' office assured us that it was against a city by-law to keep livestock and assured us that steps would be taken to insure that he got rid of the animals. The latter sent up the District Health Officer who saw the animals and reported to us that he had told Mr. Kitts he could not keep the pigs, nor two cows, but that there was no law against keeping one cow. We again contacted Mr. Ross' office and were told the entire matter had been turned over to the Health Officer, who still insists the man is within his rights to keep the one cow.

This man, or his sons, also dump manure from cattle trucks in the district quite near houses; he has a barbed wire fence put up around rented property; his garage and in all probability the stable too, is at least partly on a road allowance.

We, the residents, were under the impression that West Park has for several years now been classed as a residential district rather than a small farms area - at least, it is for tax purposes. Therefore we request that Council decide into which category the district actually does fall, and to act accordingly.

Yours truly,

C. A. Ritchie
Mrs. C.A. Ritchie
Mr. & Mrs. E.R. Morrow
Mrs. J. H. Brownlee
Mr. & Mrs. R. Cassidy
Mr. & Mrs. R. DePauw
Mrs. C. Phillips
G. D. Hemno
Mrs. R. Hart
B. Torgerson
Rose Millard
J. W. Johnston
Mr. W. Kangas
H. Thompson
Mrs. Bert Hopp

Mary E. Marriage
H.V. Marriage
Mr. & Mrs. D.S. Johnston
George Mc Donald
H. W. McDonald
Lottie B. Johnston
J. H. Brownlee
Mrs. H.P. Adams
Mr. & Mrs. R.E. Prochazma
Mrs. P. Harasym
Mrs. A. Rutherford
Martha Roth (Mrs.)
Mrs. Jean Burgeson
Mrs. Andy McDonald
Mrs. & Mr. E.S. Hall
Mrs. Wm. Phillips
E. Phillips

Re: Above Petition

1. The house in question is on land zoned as a "Small Farm District" as per by-law No. 1270 passed in 1946 and has not been appealed. There is 2.10 acres in the site.

2. According to by-law No. 1341 the following is in force re small Farm Districts:

"11-B. (11) Private stables or other buildings used to shelter domestic animals or birds are permitted, provided that the proposed location of any such buildings shall be subject to the approval of the Red Deer Regional Planning Commission;

(111) The keeping of domestic animals and birds is permitted, provided that for every ten thousand (10,000) square feet of any site there shall not be kept more than one (1) horse or cow or five (5) goats or sheep or pigs of fifty (50) domestic fowl or twenty (20) turkeys.

(iv) No goat or pig shall be housed or pastured and no hive of bees shall be located within eighty (80) feet of any dwelling."

That is, the city does not have any by-law prohibiting the keeping of pigs and cows under certain conditions.

3. The Red Deer Health Unit regulations together with those of the city in effect will only permit one cow to be kept in the site.

4. One cannot even see the cow from the road and it is our understanding that there is no protest against the cow being a nuisance. The protest is just against the principle of keeping animals in a residential area. However, we could be wrong. There are personalities involved in the question and therefore is somewhat involved. It is suggested that each Councillor check the site for himself.

Recommend: That the matter be left with the Health Unit. (This will mean permission to keep one cow at least until the zoning is revised.)

(b) That steps will be taken to prohibit the dumping of manure.

(c) That the petitioners be informed the city only permits the keeping of animals under certain conditions i.e. sufficient acreage and that the city will take action to change the zoning of the land in question if and when it is necessary to protect the value of their homes and that the animals will be limited to one cow.

LETTER NO. 9

Nov. 4th, 1955.

Mayor J. McAfee & City Aldermen,
Red Deer, Alta.

Dear Sirs: Joint Meeting

Our Council would like to have the pleasure of having another joint meeting with you, as we have had in the past.

We are also asking the M.D. Council to be present, as the matters that will be discussed will be of interest to them as well.

It is felt that a good deal of understanding has come out of past meetings that were problems and it is hoped that the proposed meeting will have the same result.

The meeting will not receive any publicity as it is intended to iron out difficulties much easier that way and everyone will free to speak their piece.

I have requested that the Buffalo Hotel set aside Nov. 24 and Nov. 30 as potential dates for this Dinner Meeting starting at 6.30 p.m.

I trust that you will contact the M.D. for the possible date and our Council is prepared to follow in line.

Trusting that you will find this satisfactory.

Yours truly,

Red Deer Chamber of Commerce.
Per: E.P. Krauss

Re: R.C.M.P. Investigation

Last week an inquiry was held by a deputy commissioner of the R.C.M.P. into the recent death of one of their officers and loss of city funds held in trust by the local detachment. This matter has been under investigation for some time by an R.C.M.P. inspector and sergeant. Recently an auditor from the department of revenue made a final check on the accounts in the R.C.M.P. office. From the information received to date, the shortages started in 1951.

A full report will be given the city in the near future. It is understood that full restitution of all funds will be made by the Federal Government.

We have also requested the City Auditor to go over the information available and present an independent report on same to Council. However, until the R.C.M.P. turn their files over to the city, our auditor will not be able to do much because almost all the original records were kept by the police.

As of November 1 all parking meter fines are being paid at the City Office.

J. A. Beveridge

Re: Wage Cheques.

Sect. 64 (2) of the City Act reads as follows:

"The council, by resolution, may authorize the mayor and treasurer to issue each week, fortnight or month, as the case may be, a single cheque covering the total amount of the weekly, fortnightly, or monthly payroll, such cheque to be deposited in the bank in a wages account and to be paid out upon cheques signed by the Treasurer alone."

Mayor McAfee feels such a resolution should be placed before our council.

Clearing Sidewalks of Snow

We instructed the Road Foreman to clear the main sidewalks to each area - S. Hill, W. Park, 55 St., Michener Hill, 59 St. in N.R.D., and the main roads leading to the schools such as along 60 St. in N.R.D., 48 Ave. 43 Ave. etc. However, this does not mean that we can exempt the private citizen from clearing his walk. The city cannot and should not assume responsibility for clearing residential walks.

This notice is just to inform the Council as to what instructions have been given re sidewalks so that they may inform anyone who questions why certain walks are cleared and others are left.

J.A.B.

Fire Chief's Report,
November 1, 1955

His Worship the Mayor
and City Council:

Gentlemen:

I wish to report that during the month of October, 1955 the fire department had 8 calls as follows: Grass fires - 4, Haystack - 1, Vehicles - 1, False Alarms - 1, Misc. - 1.

Oct. 4, 10:00 a.m. Call from McCullough residence stating haystack on fire. No. 6 truck, sprinkler and 5 men sent out. Haystack damaged by fire smoke. No other damage.

Oct. 15, 6:15 p.m. Call from the vicinity of Harpers Scrap Metal stating fire in Harpers yard. No. 10 truck and 18 men out - just a grass fire. Department used 1 line of 1½" hose and booster tank. No damage.

Oct. 17, 10:55 a.m. Call came in stating fire at 5803 - 44 Ave. No. 10 truck and 19 men out. No fire at that address or anywhere around it. Checked address with Police and they had same one. A women had phoned in this false alarm.

Oct. 21, 4:10 a.m. Call came in from 182 Edmund Heights stating the floor was hot and there was quite a bit of smoke in the house. No. 10 truck and 15 men out. The electric current was off and the fan on the forced air furnace had stopped. The main control on the furnace was set too high causing the furnace to overheat which in turn made the dust smoke. No real danger as furnace had cut out when we got there.

Oct. 22, 3:30 p.m. Call from 4170 - 43 A Ave. stating brush on fire. No. 6 truck and 6 men sent out. Not enough to handle it so No. 10 truck and 14 men sent to help out. Hill side from Waskasoo Creek to top of hill was on fire. Both trucks connected to a hydrant and firemen fought blaze with 3 lines of 1½" hose. No damage as underbrush and grass was all that burned.

Oct. 23, 12:56 p.m. Call stating truck on fire on Gaetz Ave. No. 10 truck and crew out. Just wiring burning under floor board and in motor. Department used 1 - 30 lb. dry chemical and 1 - 20 qt. C.T.C. extinguisher. Also pulled wires loose of battery. The truck was owned and driven by an Edmonton man. The wiring was the only thing damaged.

Oct. 23, 4:00 p.m. Call stating grass fire near Waskasoo Creek at end of 48 Ave. No. 6 truck and crew sent out. Just a small grass fire which was extinguished with 5 gal. pump tank. Started by children. No damage.

Oct. 24, 12:12 p.m. Call from Bettensons Office stating grass fire along Creek. No. 10 truck and crew sent out. Department used Booster tank and 1 line of 1½" hose. Fire had started from burning rubbish. No damage.

The Department held its regular Tuesday night practices with an average attendance of 25 members present.

My volunteer membership is down to 20 members now which gives me a total of 26 firemen. This is hardly enough to handle three trucks since some of the men can't always get away. I should have 25 volunteers at least, or more permanent men.

Respectfully submitted,
"W. N. Thomlison"
Fire Chief

BUILDING PERMITS

October, 1955

<u>NAME</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
Western Carriers	Storage garage	1,500.00
D. Schultz	Dwelling	4,500.00
Marvins Woodcraft	Dwelling and Garage	18,000.00
Marvins Woodcraft	Dwelling	9,800.00
J. Nibogie	Garage	300.00
H. Buss	Garage	400.00
W. Code	Dwelling	800.00
E.M. Plummer	Repairs	125.00
Alton Bros.	Dwelling	9,000.00
A. Middag	Dwelling	3,500.00
Johnston Construction	Dwelling	8,500.00
J.C. Perlick	Garage	1,000.00
Raymonde Construction	Dwelling	10,000.00
Templeton Construction	Dwelling	10,000.00
Mrs. R.L. Berteau	Addition	2,000.00
H. Alton	Garage	800.00
W. Mayberry	Bath House	4,000.00
W. Mayberry	Dwelling	7,500.00
Mid West Trailer Sales	Office	4,000.00
W. Mayberry	Service Station	12,000.00
F. Beisel	Dwelling	6,000.00
Rio Vista Garage	Addition	6,000.00
St. Joseph's Convent	Barn	500.00
Morris Construction Co.	Dwelling	9,000.00
Dr. W.A. Carter	Dwelling and Garage	15,000.00
A.S. Ramage	Garage	500.00
C. Parker	Truck Garage	1,500.00
N.C. Anderson	Dwelling	10,000.00
T.K. Anderson	Garage	800.00
J. Pikkert	Commercial Building	15,000.00
Johnston Construction Ltd.	Dwelling	8,500.00
Johnston Construction Ltd.	Dwelling	8,500.00
W.R. Rempel	Dwelling	9,000.00
J. Carr	Dwelling	4,000.00
Morris Construction Co.	Dwelling and Garage	15,000.00
Canadian Freightways Ltd.	Warehouse and Offices	68,000.00
Canadian Safeways Ltd.	Sign and Tower	15,000.00

315,525.00

Forward 3,742,266.00

4,057,791.00

Johnston Construction Ltd. 88,000.00 - Dwelling

Vellner Motors - addition to Garage - 87,500.00

SUMMARY OF ACTIVITIES - October, 1955

Football:

Central Alberta league schedule completed on October 26th with Wetaskiwin, Red Deer Raiders, Camrose High and Red Deer Rovers finishing in that order to make the playoffs. Playoffs were to start on October 30th but inclement weather forced postponement of same. No dates set as yet.

Red Deer games have been very well attended and calibre of ball is definitely improving. Red Deer raiders journeyed to Lethbridge for exhibition game with L.C.I. and were defeated 14-1. Lethbridge also won exhibition game from Western Canada High of Calgary. This speaks well for Red Deer as we have two senior clubs whereas Lethbridge and Western Canada only support one team each in the senior division. Roughly 50 boys played out the six-game schedule on the two Red Deer teams.

Junior High played four games in an eight-man league with 42 boys on the three teams. Also played one game of twelve-man football against Sacred Heart with some sixty boys competing in the two teams. Equipment for this league was supplied by Recreation Commission and Don Moore with the coaching being done by Mr. Youmans.

Hockey & Skating:

Attendance of 4779 for skating as from September 30th. Sessions held on Wednesday afternoon and evenings, Friday evening and Sunday afternoon.

Figure skating Club started workouts on October 22. Figures as to attendance not available as yet.

Adult skating club commenced season activities on October 23rd.

Alberta Speed Skating Ass'n. met in arena on Oct. 16th. to formulate plans for the winter. There is a distinct possibility of Alberta Indoor Meet being held in Red Deer this year. Speed Skaters have not started season practices as yet.

Central Alberta Hockey League will likely consist of teams from Edmonton, Ponoka, Lacombe, Red Deer and Olds. League schedule will be known after league meeting to be held in Red Deer on November 5th. Following this it will be possible to complete arena schedule for other activities.

Broomball re-organized and deadline of November 6th set for entries. Indications point to a twelve-team league for this winter.

"2-11" League has not re-organized as yet. Nordegg and R.C.A.F. have dropped from the league with possibility of Carstairs also withdrawing. Places might be filled by Stettler, Alix and local juvenile club.

Local commercial hockey league has been proposed but as yet there has been no organization of same.

Hockey lists now at local schools - teams should be lined up by about the middle of November - attendance at Saturday morning practices would point to the need for more teams than operated last year.

Indians commenced practices on October 23rd in preparation for Kinsmen Tournament. All "kids" age groups have also had at least two practices in the arena. Lacombe seniors also using local ice awaiting installation of their plant in Lacombe.

Exhibition game between Edmonton Flyers and Oilers was poorly attended - slightly over 600 fans being in attendance.

Miscellaneous:

Owing to good weather during the month no attempt was made to start Health and Recreation Classes. They will start early in November with classes at South School and Sacred Heart.

Boxing classes started October 25th with 15 in attendance. It is hoped this will increase considerably.

Arts & Crafts weaving classes concluded first week in October. Start of woodworking classes postponed until same time in November.

Hockey coaching school definitely slated for Remembrance Day week-end. Preliminary reports point to a good attendance.

Central Alberta Basketball Leagues not re-organized as yet although game against Harlan Clowns is planned for Thursday November 17th.

It is reported that Ski Club is well organized and with plans for a tow it is hoped to have a banner season.

Director will be delegate to annual meeting of Alberta Amateur Hockey Ass'n in Calgary on November 12th.

Six meetings held in Recreation office and Arena during the month.

. Respectfully submitted:

"C. Jarvis Miller"
.....
November 2, 1955

into Newfeld

ADDITIONAL AGENDA

Out

THE CANADIAN NATIONAL INSTITUTE FOR THE BLIND

406 - 16th Ave. N.W.
Calgary, Alberta.

To the City Clerk of
The City of Red Deer, Alta.

1st November, 1955

Dear Sir:

You will recall that on March 15th last, we wrote to you asking you to be kind enough to bring to the attention of your Council the fact that The Canadian National Institute for the Blind in this Province depends upon municipal grants for fifty per cent of its operating costs year by year, and in view of the continually expanding program of services to blind people, the need is most urgent. At the time of our last writing our appeal was substantiated by a financial statement, and a breakdown of costs and income and expenditures for the operation of CNIB in southern Alberta.

In reviewing our files at this date, we have noted with considerable satisfaction and appreciation, that the majority of Municipal Councils throughout this district have already responded by making grants to our organization for the year's work, and in many cases these grants have been based on the approved recommendation of the Alberta Association of Municipal Districts, and the Union of Alberta Municipalities, namely, a basis of \$25.00 per million total assessment. It has also been noted with much pleasure that in some cases Councils have found it possible to provide a grant in excess of this approved percentage. This, we feel, has been brought about through an increasing recognition of the services extended to the blind by the CNIB, which is the only agency serving the needs of blind people in this Province.

I am wondering if you would be gracious enough at this time to give this matter your most sincere consideration. By submitting our request to your Council, you will be making a personal contribution towards blind welfare work, which must be carried on, and which, we would emphasise, can only be carried on through the regular support of municipalities such as your own.

With kindest personal regards on behalf of the Southern Alberta Board of Directors, I remain,

Yours faithfully,
"R. V. Hewlett" Executive Officer for
Southern Alberta.

NOTE:

No provision for the above in 1955 budget. J.A.B.

12,000 + Improvements
100,000
on 1/2 acre lot
Building only

Confidential -2-
LYLE BROTHERS LIMITED

Calgary, Alberta
November 2nd, 1955. *10 yrs*

City of Red Deer,
City Hall.

Attention: Mayor McAfee

Dear Sirs: Re: Lots 1 to 4 and the South 17' of Lot 5,
All in Block 6, Plan 6712 H.W.

(a) How long will it take to build a parking lot?
(b) \$25 - \$30,000
(c) Unimproved Land - resale policy

Pursuant to Mr. Botterill's enquiry and the writer's personal interview with Mayor McAfee and Commissioner Ross of yesterday, we hereby formally request you to offer to sell to us for a period of 30 days the abovementioned land at a price not exceeding \$12,000 including the cost of improvements for which the tenant has been promised reimbursement; possession to be not more than 60 to 90 days from date of acceptance of your offer.

You explained to us that you anticipated selling it as unimproved land to someone who would make a fairly high ratio of improvements in order that you may bring your Tax Assessment up. As you know, it is our purpose to purchase this land to be used in conjunction with the MacDonald building alongside as an off-street parking area in connection with our client's proposed operation of this adjoining building.

We believe that we can show sufficient advantages to offset the fact that we cannot use this land for building improvements inasmuch as we would be purchasing the building alongside already constructed. We can however, submit to you the undertaking of our clients that they will extend the rear of the present building to the lane or as close to the lane line as is consistent with the practical loading and unloading; that they will make extensive alterations to the front of the building and the interior in general to bring it up to the high standard of their type of operation; that they will develop the lots as off-street parking with blacktop and car stalls. While we cannot give you at this point, definite assurance of the minimum cost of improvements, you can readily see that they would run into many thousands of dollars and that no Company would make a major investment of this kind unless they were prepared to use the property over a long term for the purpose for which it was developed and no other purpose. In other words, there is no intention or likelihood that these lots would be sold in the near future for any other reason than that for which they were purchased.

In conclusion, I am sure that you feel the same way about parking problems as we do in Calgary and in most of the cities on this Continent. In fact, parking is one of the major problems in all cities and we are all favorable to any suggestion of retail business enterprises which includes off-street parking as an integrated plan of operation.

Please accept the thanks of the writer for your very sympathetic interview yesterday. We appreciate that you showed such strong evidence that you have the best interests of your excellent city at heart.

Yours very truly,

LYLE BROTHERS LIMITED.

Per: "Kennett I. Lyle

NOTE:

(1) The above offer is indefinite in that it does not specify the amount of improvements.

(2) There is no definite offer to purchase.

Recommend: That Lyle Brothers Ltd. be informed that we will consider a definite offer when and if it is made.

Rifer
City Council,
Red Deer, Alta.

Red Deer, Alta.
Nov. 4, 1955

Dear Sirs:

On behalf of the parents of the junior children of the West Park area, I have been asked to write to you requesting transportation for the smaller children to and from school. There are well over twenty-five children ranging from age 6 to 10 mostly attending South School and the majority of them have to walk as there is no room left for them on the bus when the larger ones have got on.

There is no bus in the afternoon and the smaller children have been coming home cold. So we feel that there should be arrangements made for them before the really cold weather comes.

Hoping for your immediately response.

Yours truly,
"Mrs. R. DePauw"
5406 - 37 St.

NOTE:

Recommend this matter be referred to the Public School Board.
J.A.B.

CONFIDENTIAL

Re: Assistant City Engineer

On Saturday afternoon the City Engineer and myself interviewed Mr. Dick (of the City Engineers Dept. of Lethbridge) who was the only applicant that might be qualified to take over from the present City Engineer at a later date. Although he has not sufficient all-round experience to take over the responsibility at present, we feel that he is the type of person who will adapt himself to the surroundings. He will be sending us a letter this week re the above mentioned position.

Possibly the only point to be clarified is that subject to Council's approval we do not propose to hire a works superintendent at present. It was thought that the Assistant City Engineer will be at the City Yard at 7:30 a.m. or 7:45 a.m. each morning and check on the crews. This could be done for six months or more and after that he would work more in the office. At that time, further consideration could be given to employing a Works Superintendent.

The above proposal has some drawbacks in that Works Superintendents are usually practical men and the City Engineer and Assistant City Engineer should for the most part just lay out the work and have a Foreman or Works Supt. carry out the job. However, there will be an advantage in having the Asst. City Engineer well acquainted with his crews and day to day problems. Further, our planning will get behind if the Asst. City Engineer is working outside.

It is our thinking nevertheless that the advantages of sending the City Engineer out on the job for six months will outweigh the disadvantages.

J. A. B.

Minutes of Regular Police Committee Meeting

November 1, 1955

Present:

Alderman Fletcher, Chairman	Sgt. Amy
Mayor J. McAfee	Cpl. Trehearne
Alderman Horne	J.A. Stephenson, Secretary
Alderman Allen	

Mrs. Parsons attended as an observer for the Red Deer School Board.

Minutes of the regular meeting of the Police Committee held October 4 were declared adopted as read by the Chairman.

The Safety Island at the top of Michener Hill was discussed along with all crosswalks in general.

It was recommended that the Traffic By-law be ammended to make it an offence to drive through a designated crosswalk when occupied.

The sub-committee decided to visit the location of the crosswalk at Michener Hill and make further recommendations.

Moved by Alderman Allen, seconded by Mayor McAfee that signs be placed at all designated crosswalks to read as follows:

"Crosswalk, Stop When Occupied". Carried.

Letter from the City of Edmonton Traffic Department in regard to obtaining signs was referred to the City Commissioner for action.

The request from the Valley Hotel for an entrance to their parking lot from 51st Avenue was deferred until the Committee can study the necessity for same.

It was requested that weight limits for City Street be posted at entrance to City.

Moved by Alderman Horn, seconded by Mayor McAfee that the Traffic By-law be ammended to read 10 minute parking only for 24 hours a day at the two present-ly designated car spaces. Signs to be erected reading:

"10 Minute Parking for Mailing Purposes Only".

The second half of the Traffic By-law was accepted with ammendments and it was requested that this now go directly to Council.

Builders Hardware Parking Lot was discussed and it was requested that the City Solicitors go through our file to clarify the City's position.