

DATE: JULY 23, 1991
TO: All Departments
FROM: City Clerk
RE: PLEASE POST FOR THE INFORMATION OF EMPLOYEES

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

FOR THE REGULAR MEETING OF RED DEER CITY COUNCIL
TO BE HELD IN THE COUNCIL CHAMBERS, CITY HALL
MONDAY, JULY 22, 1991,
COMMENCING AT 4:30 P.M.

(1) Confirmation of the Minutes of the Meeting of July 8, 1991.

(2) UNFINISHED BUSINESS

- 1) Assistant City Clerk - Re: Cross Connection
Control Program, Bylaw 2439/B-91 and Bylaw 2960/H-91
Third Readings ... 1.

DECISION - APPROVED THIRD READINGS.

(3) PUBLIC HEARINGS

- 1) Assistant City Clerk - Re: Land Use Bylaw Amendments
a) 2672/Q-91 - 24 duplex lots and 64 single
family lots in Phase XI of Eastview Estates
(Melcor Developments Ltd.);
b) 2672/O-91 - "Kung Fu Club"/Discretionary Use
Lot 1, Plan 5940 N.Y., 5301 - 43 Street
Red Deer Industrial Tower; ... 7.

(4) REPORTS

- 1) Economic Development Manager - Re: City of Red Deer
Economic Indicators ... 9.

DECISION - RECEIVED AS INFORMATION.

- 2) Social Planning Manager - Re: Handicapped Housing Society
Affordable, Accessible, Adapted Housing ... 20.

DECISION - REQUESTED ADDITIONAL INFORMATION.

- 3) Fire Chief - Re: Report of Activities during Storm July 3, 1991 ... 26.

DECISION - RECEIVED AS INFORMATION.

- 4) Environmental Advisory Board Re: Open Burning Bylaw 2962/88 ... 28.

DECISION - AGREED TO NO CHANGE.

- 5) Red Deer Parking Commission - Re: Downtown Loading Zone Policy
and Location Procedure ... 36.

DECISION - APPROVED POLICY.

- 6) Fire Chief - Re: Ambulance Fee Schedule 1991-92 ... 41.

DECISION - APPROVED FEE SCHEDULE.

- 7) Engineering Department Manager - Re: Ross Street and 40 Avenue
Intersection Improvements ... 51.

DECISION - APPROVED IMPROVEMENTS.

(5) WRITTEN ENQUIRIES

- 1) Alderman Campbell - Re: Dangerous Animals ... 53.

DECISION - RECEIVED AS INFORMATION.

(6) CORRESPONDENCE

- 1) Larry J. Anderson - Re: Request to Waive Property Tax
Penalty, 6419 - 59 Avenue ... 56.

DECISION - DENIED REQUEST.

- 2) Red Deer Tourist & Convention Board - Re: Request to
comment on tourism-oriented funding requests from Community
Service Organizations ... 59.

DECISION - APPROVED REQUEST.

- 3) Industrial Machine Inc. - Re: Appeal of Ice Resurfacer tender ... 62.

DECISION - AGREED NOT TO RECONSIDER ISSUE.

- 4) Government of Alberta (Public Works) - Re: Lease Renewal
Bower Place School Site - 75 Boyce Street, Lot R4, Block 4
Plan 782-1624 (8.33 acres) ... 79.

DECISION - APPROVED LEASE.

- 5) Central Animal Clinic Ltd. - Re: Objection to Business Tax
Increase for 1991/ Request for Refund ... 96.

DECISION - DENIED REQUEST.

- 6) Trixie Pet Products - Re: Water Bill/ Request for Credit ...104.

DECISION - DENIED REQUEST.

- 7) Safeway - Re: Application for Lane Purchase & Closure/49 Ave.
Plan 6881 E.T., Subdivision Plan 4816 R.S. (S.W. 16-38-27-4) ...106.

DECISION - APPROVED APPLICATION.

(7) PETITIONS & DELEGATIONS

- 1) Residents of Morrisroe - Re: Noise after 7:00 p.m. weekdays
and all day Sundays - Construction of Victoria Park, Anders
(Melcor) ...119.

DECISION - NO ACTION TAKEN.

(8) NOTICES OF MOTION

- 1) Alderman Campbell - Re: Publication of Agenda Summary in
Local Media ...123.

DECISION - DENIED REQUEST.

(9) BYLAWS

- 1) Bylaw 2439/B-91 - Building Permit Bylaw Amendment/
Permit Fees/ Cross Connection Control Program
..... 3rd Reading ... 1.

DECISION - 3RD READING GIVEN.

- 2) Bylaw 2672/O-91 - Land Use Bylaw Amendment/ Kung Fu Club/
Red Deer Industrial Tower/ Discretionary Use
..... 2nd & 3rd Readings ... 7.

DECISION - 2ND & 3RD READINGS GIVEN.

- 3) Bylaw 2672/Q-91 - Land Use Bylaw Amendment/ Eastview Estates/
Phase XI - 24 duplex lots and 64 single family lots)
..... 2nd & 3rd Readings ... 7.

DECISION - 2ND & 3RD READINGS GIVEN.

- 4) Bylaw 2960/H-91 - Utility Bylaw Amendment/
Cross Connection Control Program
..... 3rd Reading ... 1.

DECISION - 3RD READING GIVEN.

- 5) Bylaw 3052/91 - Lane Closure Bylaw/ Plan 6881 E.T./49 Avenue
(Safeway) Subdivision Plan 4816 R.S. (S.W. 16-38-27-4)
..... 1st Reading ... 106.

DECISION - 1ST READING GIVEN.

A G E N D A

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..... 1st Reading ... 106.

Committee of the Whole:
Administrative Matter
Administrative Matter
Legal Matter
Legal Opinion

NO. 1

UNFINISHED BUSINESS

DATE: July 9, 1991
TO: City Council
FROM: Assistant City Clerk
RE: CROSS CONNECTION CONTROL PROGRAM,
BYLAW 2439/B-91 AND BYLAW 2960/H-91

At the Council meeting of July 8, 1991, first and second readings were given to the above noted two bylaws. Attached is a report from the Bylaws and Inspections Manager which appeared on the July 8th Council meeting for Council's reference.

Bylaw 2439/B-91 (Building Permit Bylaw amendment) and Bylaw 2960/H-91 (Utility Bylaw amendment) are again enclosed for Council's consideration of third readings.



Kelly Kloss
Assistant City Clerk

KK/jt

Att.

DATE: June 25, 1991

FILE NO. 91-1802

TO: City Clerk

FROM: Bylaws and Inspections Manager

RE: **CROSS CONNECTION CONTROL PROGRAM**

In the 1991 Budget, approval was given for the implementation of a cross connection control program. Accordingly, we developed a bylaw (attached) to enable The City to require the installation and testing of cross connection control devices. An inspector has been hired and we are ready to begin the program, once the bylaw has been adopted.

Cross connection control, in its simplest form, is the protection of drinking water from water that has been contaminated or mixed with other substances. To protect an installation from backflow, the first step is to install devices to prevent backflow and then, equally important, check these devices on a regular basis. To ensure that this is done, the bylaw will require:

1. Installation of backflow prevention devices, wherever required.
2. The testing of these devices on a regular basis, by qualified individuals (completion of the cross connection control program from either SAIT or NAIT).

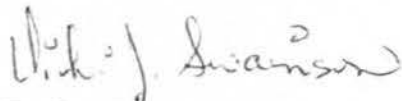
We are also proposing to amend the Permit Bylaw to require permits for installation of cross control devices, water softeners and lawn irrigation systems; the latter two because of their potential hazard for contamination, the first to ensure the devices are properly installed.

The program will start with City buildings, the first being City Hall; then high occupancy buildings such as the hospital and nursing homes, other commercial/industrial buildings, and finally residential. Given the number of buildings involved, the initial inspections will probably take several years.

We are finding that institutions such as the hospital and Michener Centre are very interested in the program and have, in fact, started doing inspections of their own premises. Also, the City Water/Sewer Department is very active in ensuring that the buildings under its jurisdiction comply with the Code.

RECOMMENDATION: That Council approve the attached bylaws.

Yours truly,



R. Strader

Bylaws and Inspections Manager

BUILDING INSPECTION DEPARTMENT

RS/vs

Commissioners' Comments

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

"R.J. MCGHEE", Mayor

"M.C. DAY", City Commissioner

BYLAW NO. 2439/B-91

Being a Bylaw to amend Bylaw No. 2439/74, the Building Permit Bylaw of The City of Red Deer.

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

That Bylaw No. 2439/74 be amended as follows:

- 1 By adding thereto, to Schedule "A", the following permit fees:

2)	-	to install a backflow device	\$30.00
	-	to install a lawn sprinkler system	\$20.00
	-	to install a water softener	
		or other water conditioning unit	\$20.00
- 2 In all other respects, Bylaw No. 2439/74 is ratified and confirmed.
- 3 This Bylaw shall come into full force and effect upon the passage of third reading.

READ A FIRST TIME IN OPEN COUNCIL this day of A.D. 1991.

READ A SECOND TIME IN OPEN COUNCIL this day of A.D. 1991.

READ A THIRD TIME IN OPEN COUNCIL this day of A.D. 1991.

MAYOR

CITY CLERK

BYLAW NO. 2960/H-91

Being a By-law to amend Bylaw No. 2960/88, the Utility Bylaw of The City of Red Deer.

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

That By-law No. 2960/88, being the Utility By-law, be amended as follows:

1 By adding thereto the following:

"Cross Connections and Backflow Prevention:

- 72.1 For the purposes of section 72.2 to and including sections 72.10, "Superintendent" shall mean the Bylaws and Inspections Manager appointed by the Council, or his designate.
- 72.2 No consumer or other person shall connect, cause to be connected, or allow to remain connected to the water system any piping, fixture, fittings, container or appliance, in a manner which under any circumstances, may allow contaminated or polluted water, waste water, or any other liquid, chemical or substance to enter the domestic water system.
- 72.3 If a condition is found to exist which is contrary to section 72.2, the Superintendent may issue such order or orders to the consumer as may be required to obtain compliance with section 72.2.
- 72.4 Notwithstanding anything herein contained, where in the opinion of the Superintendent, the configuration of any water connection which creates a high risk of contamination to the water system, the consumer, upon being given notice by the Superintendent, shall install on his water service a cross connection control device approved by the Superintendent, in addition to any cross connection control devices installed in the consumer's water system at the source of potential contamination.
- 72.5 All cross connection control devices shall be inspected and tested at the expense of the consumer, upon installation, and thereafter annually, or more often if required by the Superintendent by personnel approved by the Superintendent to carry out such tests to demonstrate that the device is in good working condition. The consumer shall submit a report on a form

approved by the Superintendent on any or all tests performed on a cross connection control device within thirty (30) days of a test and a record card issued by the Superintendent shall be displayed on or adjacent to the cross connection control device. The tester shall record thereon the name and address of the owner of the device; the location, type, manufacturer, serial number and size of the device; and the test date, the tester's initials, the tester's name (if self employed) or the name of his employer and the tester's license number.

- 72.6 When the results of a test referred to in section 72.5 of this By-law show that a cross connection device is not in good working condition, the consumer shall, when so directed by the Superintendent, make repairs or replace the device within ninety-six (96) hours. If the consumer fails to comply with the direction given by the Superintendent, the Superintendent may shut off the water service or water services.
- 72.7(1) If a consumer fails to have a cross connection control device tested, the Superintendent may notify the consumer that the cross connection control device must be tested within ninety-six (96) hours of the consumer receiving the notice.
- 72.7(2) If a consumer fails to have a cross connection control device tested within the time provided in section 72.6(1), the Superintendent may cause the water service or water services to be terminated until the cross connection control device has been tested and approved as required by section 72.5 of this By-law.
- 72.8 No person shall turn on a water service valve to provide water to the occupants of any newly renovated, constructed, or reconstructed premises until the plumbing system in such premises has been inspected for cross connections and approved by the Superintendent.
- 72.9 No persons other than those who have achieved journeyman or "Certificate of Competency" in the cross connection control program of Alberta may conduct the tests of cross connection control devices, except with special permission from the authority having jurisdiction.
- 72.10 If the consumer to whom the Superintendent has issued an order fails to comply with that order, he, in his discretion, may:
- a) Give notice to the consumer to correct the fault at his expense within a specified time period and, if the notice is not complied with, the Superintendent may then shut off the water service or services; or

b) Shut off the water service or services without prior notice.

- 2 By deleting therefrom subsection (r) of section 106.
- 3 By amending the whole of part 8, being sections 106 to 118 inclusive by deleting the word "Superintendent" wherever the same appears and substituting in its place and stead the word "Director".
4. In all other respects, By-law No. 2960/88 is ratified and confirmed.
5. This bylaw shall come into full force and effect upon the passage of third reading.

READ A FIRST TIME IN OPEN COUNCIL this day of A.D. 1991.

READ A SECOND TIME IN OPEN COUNCIL this day of A.D. 1991.

READ A THIRD TIME IN OPEN COUNCIL this day of A.D. 1991.

MAYOR

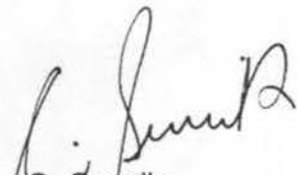
CITY CLERK

DATE: July 24, 1991
TO: Bylaws and Inspections Manager
FROM: City Clerk
RE: CROSS CONNECTION CONTROL PROGRAM
BYLAW 2439/B-91 AND BYLAW 2960/H-91

At the Council meeting of July 22, 1991, third reading was given to the above noted two bylaws.

Please find attached a copy of Bylaw 2439/B-91 (Building Permit Bylaw amendment) and Bylaw 2969/H-91 (Utility Bylaw amendment) for your information.

I trust you will find this satisfactory.



C. Sevcik
City Clerk

/jt

Att.

c.c. Director of Engineering Services
Public Works Manager

BYLAW NO. 2439/B-91

Being a Bylaw to amend Bylaw No. 2439/74, the Building Permit Bylaw of The City of Red Deer.

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

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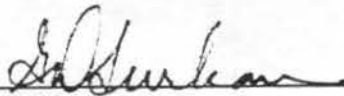
- 1 By adding thereto, to Schedule "A", the following permit fees:


2)	-	to install a backflow device	\$30.00
	-	to install a lawn sprinkler system	\$20.00
	-	to install a water softener or other water conditioning unit	\$20.00
- 2 In all other respects, Bylaw No. 2439/74 is ratified and confirmed.
- 3 This Bylaw shall come into full force and effect upon the passage of third reading.

READ A FIRST TIME IN OPEN COUNCIL this 8 day of July A.D. 1991.

READ A SECOND TIME IN OPEN COUNCIL this 8 day of July A.D. 1991.

READ A THIRD TIME IN OPEN COUNCIL this 22 day of July A.D. 1991.


d/ MAYOR


CITY CLERK

BYLAW NO. 2960/H-91

Being a By-law to amend Bylaw No. 2960/88, the Utility Bylaw of The City of Red Deer.

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

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72.4 Notwithstanding anything herein contained, where in the opinion of the Superintendent, the configuration of any water connection which creates a high risk of contamination to the water system, the consumer, upon being given notice by the Superintendent, shall install on his water service a cross connection control device approved by the Superintendent, in addition to any cross connection control devices installed in the consumer's water system at the source of potential contamination.

72.5 All cross connection control devices shall be inspected and tested at the expense of the consumer, upon installation, and thereafter annually, or more often if required by the Superintendent by personnel approved by the Superintendent to carry out such tests to demonstrate that the device is in good working condition. The consumer shall submit a report on a form

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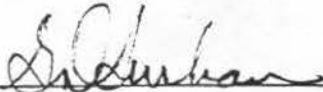
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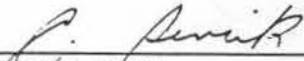
- 2 By deleting therefrom subsection (r) of section 106.
- 3 By amending the whole of part 8, being sections 106 to 118 inclusive by deleting the word "Superintendent" wherever the same appears and substituting in its place and stead the word "Director".
4. In all other respects, By-law No. 2960/88 is ratified and confirmed.
5. This bylaw shall come into full force and effect upon the passage of third reading.

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D/ MAYOR


CITY CLERK

NO. 1PUBLIC HEARINGS

DATE: June 27, 1991
TO: City Council
FROM: Assistant City Clerk
RE: PUBLIC HEARING -
LAND USE BYLAW AMENDMENTS 2672/Q-91 AND 2672/O-91

Public hearings have been advertised in regard to Land Use Bylaw Amendments 2672/Q-91 and 2672/O-91, to be held in the Council Chambers of City Hall on Monday, July 22, 1991 commencing at 7:00 p.m. or as soon thereafter as Council may determined.

Bylaw 2672/Q-91 provides for the creation of 24 duplex lots and 64 single family lots in Phase XI ~~and~~ of Eastview Estates (Melcor Developments Ltd.).

Bylaw 2672/O-91 provides for a "Kung Fu Club" as a discretionary use in the existing structure only on Lot 1, Plan 5940 N.Y., 5301 - 43 Street, Red Deer Industrial Tower.

The preceding bylaws may be given second and third readings following the public hearings.

Respectfully submitted,



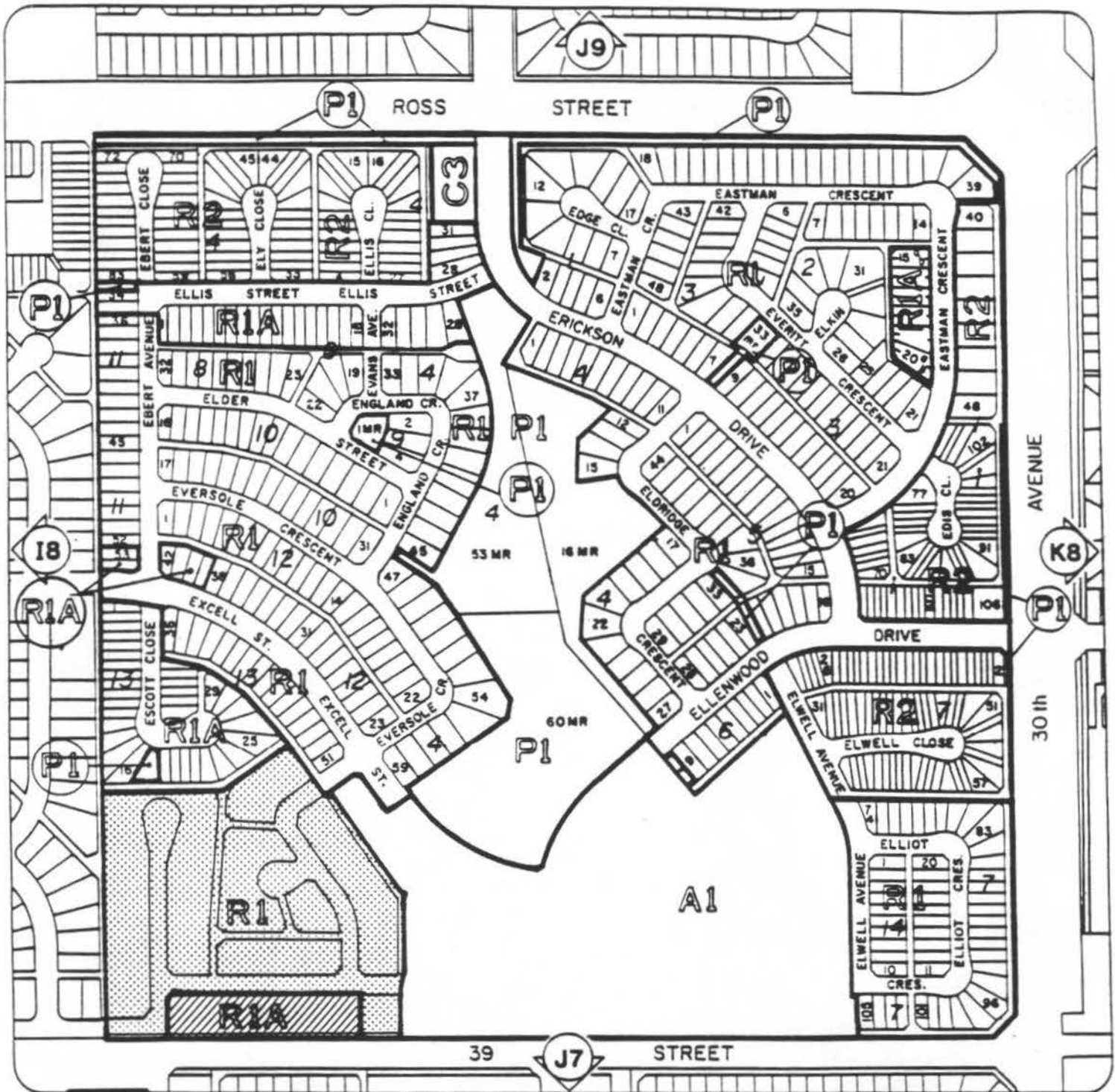
Kelly Kloss
Assistant City Clerk

KK/jt

Land Use Districts

J8

8



Revisions :

MAP NO. 12/91
(BYLAW NO. 2672 / Q-91)

Change from A1 to R1  & R1A 

DATE: June 27, 1991
TO: Red Deer Regional Planning Commission
FROM: Assistant City Clerk
RE: LAND USE BYLAW AMENDMENT 2672/Q-91

Council of The City of Red Deer at its meeting held on Monday, June 24, 1991, gave first reading to the above noted Land Use Bylaw Amendment, a copy of which is attached.

Bylaw 2672/Q-91 provides for the creation of 24 duplex lots and 64 single family lots relative to Phase XI and Phase XII of Eastview Estates (Melcor Developments Ltd.)

This office will now proceed with advertising for a public hearing to be held on Monday, July 22, 1991 commencing at 7:00 p.m. or as soon thereafter as Council may determine.

Trusting you will find this satisfactory.



Kelly Kloss
Assistant City Clerk

KK/jt

Att.

c.c. Director of Community Services
Director of Engineering Services
Director of Financial Services
Bylaws & Inspections Manager
City Assessor
E. L. & P. Manager
Fire & Chief
Council & Committee Secretary - W. Vincent



THE CITY OF RED DEER

P. O. BOX 5008, RED DEER, ALBERTA T4N 3T4 FAX: (403) 346-6198

City Clerk's Department 342-8132

June 27, 1991

Melcor Developments Ltd.
#400, 4808 Ross Street
RED DEER, Alberta
T4N 1X5

Attention: Mr. Fred Lebedoff

Dear Sir:

RE: REZONING REQUEST. PHASE XI AND XII OF EASTVIEW ESTATES

I would advise that at The City of Red Deer Council meeting held on Monday, June 24, 1991, Council gave first reading to Land Use Bylaw Amendment 2672/Q-91, a copy of which is enclosed herewith.

This office will now proceed with preparation of advertising for a public hearing to be held on Monday, July 22, 1991 commencing at 7:00 p.m. or as soon thereafter as Council may determine.

The advertising is scheduled to appear in the Red Deer Advocate on July 5th and 12th. In accordance with the Land Use Bylaw, you are required to deposit with the City Clerk prior to public advertising an amount equal to the estimated cost of said advertising, which in this instance is \$500.00. We will require this deposit by no later than Tuesday, July 2, 1991 in order to proceed with advertising as scheduled above. Once the actual costs are known, you will be either invoiced for or refunded the balance.

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

Sincerely,

Kelly Kloss
Assistant City Clerk
KK/jt
Enc.

c.c. Council & Committee Secretary, W. Vincent



RED DEER

*a delight
to discover!*



**RED DEER
REGIONAL PLANNING COMMISSION**

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

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

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

NO. 17

June 17, 1991

Mr. C. Sevcik, City Clerk
City of Red Deer,
Box 5008
Red Deer, Alberta

Dear Sir:

Re: East View Estates - Melcor Developments Ltd.
Proposed Land Use Amendment Bylaw 2672/Q-91

We are enclosing herewith the proposed land use amendment for Phase XI and Phase XII of Eastview Estates.

The proposal is to create 20 duplex lots and 67 single family lots as indicated on the attached map.

The plan generally complies with the outline plan adopted in 1990.

We recommend that City Council proceed with the first reading of the above bylaw.

Yours truly,

D. Rouhi, MCIP
SENIOR PLANNER, CITY SECTION
DR/cc

Commissioners' Comments

We concur with the recommendations of the Senior Planner that 1st reading be given to Bylaw 2672/Q-91. Following 1st reading, said bylaw will be advertised for a Public Hearing.

"R.J. MCGHEE", Mayor

"M.C. DAY", City Commissioner

MUNICIPALITIES WITHIN COMMISSION AREA

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

BYLAW NO. 2672/Q-91

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

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

- 1 The "Use District Map" as referred to in Section 1.4 is hereby amended in
accordance with the Use District Map No. 12/91 attached hereto and
forming part of the Bylaw.
- 2 This Bylaw shall come into full force and effect upon the passage of third
reading.

READ A FIRST TIME IN OPEN COUNCIL this day of A.D. 1991.

READ A SECOND TIME IN OPEN COUNCIL this day of A.D. 1991.

READ A THIRD TIME IN OPEN COUNCIL this day of A.D. 1991.

MAYOR

CITY CLERK

DATE: May 28, 1991
TO: Red Deer Regional Planning Commission
FROM: City Clerk
RE: LAND USE BYLAW AMENDMENTS 2672/O-91 AND 2672/P-91

July 22/91

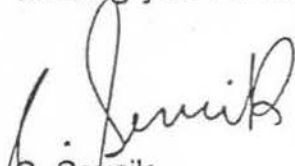
I would advise that Council of The City of Red Deer at its meeting held on Monday, May 27, 1991, gave first reading to the above noted bylaws.

Bylaw 2672/O-91 provides for a "Kung Fu Club" in the existing structure only of the building (Red Deer Industrial Tower) located on Lot 1A, Plan 5940 N.Y., as a discretionary use.

Bylaw 2672/P-91 pertains to the redesignation of the former Revelstoke site, 5415 - 43 Street, Lot 2B, Plan 308 N.Y. from I.1 to R.2 designation to permit a proposed condominium development thereon (approximately 72 units). In addition, the bylaw provides for the redesignation of the former Texaco site adjacent thereto from I.1 to DC3.

Enclosed herewith are copies of the aforesaid bylaws. This office will now proceed with advertising for a public hearing to be held on Monday, June 24, 1991, commencing at 7:00 p.m. or as soon thereafter as Council may determine.

Trusting you will find this satisfactory.


C. Sevcik
City Clerk

CS/ds

Encl.

c.c. Principal Planner
Dir. of Community Services
Bylaws & Inspections Manager
City Assessor
Fire Chief
Public Works Manager
Engineering Department Manager
E.L. & P. Manager



THE CITY OF RED DEER

P. O. BOX 5008, RED DEER, ALBERTA T4N 3T4 FAX: (403) 348-8195

City Clerk's Department 342-8132

May 28, 1991

Red Deer Industrial Tower
5301 - 43 Street
Red Deer, Alberta
T4N 1C8

Attention: Mr. Curtis Bouteiller, Assistant Manager

Dear Sir:

RE: REQUEST FOR LAND USE AMENDMENT PREYING MANTIS KUNG FU CLUB, 5301
- 43 STREET, RED DEER INDUSTRIAL TOWER

Further to our letter of May 14, 1991, concerning the above noted request, I would advise that Council of The City of Red Deer gave first reading to Land Use Bylaw Amendment 2672/O-91 at its meeting of May 27, 1991. Enclosed herewith is a copy of the Bylaw noted above.

This office will now proceed with preparation of advertising for a public hearing to be held on Monday, June 24, 1991, commencing at 7:00 p.m. or as soon thereafter as Council may determine. The advertising is scheduled to appear in the Red Deer Advocate on Friday, June 7 and 14. In accordance with the Land Use Bylaw, you are required to deposit with the City Clerk prior to public advertising an amount equal to the estimated cost of said advertising which in this instance is \$450.00. We will require this deposit by no later than Tuesday, June 4, 1991, to proceed with the advertising as scheduled above. Once the actual costs are known you will be either invoiced for or refunded the balance.

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

Sincerely,

C. Sevcik
City Clerk
Encl.

c.c. Council & Committee Secy., Wilma



RED DEER

*a delight
to discover!*



THE CITY OF RED DEER

P. O. BOX 5008, RED DEER, ALBERTA T4N 3T4 FAX: (403) 346-6195

City Clerk's Department 342-8132

May 14, 1991

Red Deer Industrial Tower
5301 - 43 Street
RED DEER, Alberta
T4N 1C8

Attention: Mr. Curtis Bouteiller, C.E.T.
Assistant Manager

Dear Sir:

RE: REQUEST FOR LAND USE AMENDMENT - RED DEER INDUSTRIAL TOWER
5301 - 43 STREET - PREYING MANTIS KING FU CLUB

I would advise that your letter of April 23, 1991 requesting the City to amend the zoning to allow commercial recreational facilities as a discretionary use at the Red Deer Industrial Tower, received consideration at the Council meeting of May 13, 1991. At the above noted meeting, Council passed the following motion.

"RESOLVED that Council of The City of Red Deer, having considered correspondence from Red Deer Industrial Tower dated April 23, 1991 re: Application for I1 Zoning Amendment, 5301 - 43 Street to allow for commercial recreation facilities as a discretionary use, hereby agrees that said application be denied, and as presented to Council May 13, 1991.

COUNCIL FURTHER AGREES that the Preying Mantis Kung Fu Club be recognized as a legal but non-conforming use subject to compliance with all fire and building codes."

While Council denied your request to allow "commercial recreational facilities" as a discretionary use on the site in question, Council did agree to recognize the "Preying Mantis Kung Fu Club" as a legal but non-conforming use subject to compliance with all fire and building codes. As a result of the above decision, a Land Use Bylaw Amendment will be prepared for Council's consideration at the next meeting. A bylaw amendment is necessary as Council cannot make changes to the Land Use Bylaw by way of resolution.

....2



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to discover!*

Mr. Curtis Bouteiller
Red Deer Industrial Tower
May 14, 1991
Page 2

It is anticipated that the bylaw amendment will be given first reading at the meeting of May 27, 1991, following which it will be necessary to advertise for a public hearing. You are required to deposit with the City Clerk prior to public advertising an amount equal to the estimated cost of said advertising, which in this instance is \$450.00. We will require this deposit immediately following first reading of the bylaw. Once the actual costs are known, you will be either invoiced for or refunded the balance.

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

Sincerely,



C. Sevcik
City Clerk

CS/jt

c.c. Senior Planner, D. Rouhi - Please prepare a bylaw amendment for consideration at the Council meeting of May 27th and in accordance with Council's resolution.
Director of Community Services
Bylaws & Inspections Manager
City Assessor
Fire Chief

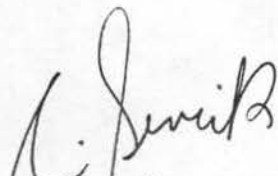
DATE: July 23, 1991
TO: Red Deer Regional Planning Commission
FROM: City Clerk
RE: LAND USE BYLAW AMENDMENTS 2672/Q-91 AND 2672/O-91

At the Council meeting of July 22, 1991 following the public hearings, Council gave second and third reading to the aforementioned bylaws.

Bylaw 2672/O-91 provides for a "Kung Fu Club" as a discretionary use in the existing structure only on Lot 1, Plan 5940 N.Y. (5301 - 43 Street) Red Deer Industrial Tower.

Bylaw 2672/Q-91 provides for the creation of 24 duplex lots and 64 single family lots in Phase 11 of Eastview Estates (Melcor Developments Ltd.).

Enclosed herewith are copies of the bylaws and we trust that you will be sending us the revised pages for inclusion in the office consolidation copy of the Land Use Bylaw at your earliest convenience.



C. Sevcik
City Clerk

CS/jt

Att.

c.c. Director of Community Services
Director of Engineering Services
Bylaws and Inspections Manager
City Assessor
E. L. & P. Manager
Fire Chief
Parks Manager
Public Works Manager
R.C.M.P. Inspector
Recreation & Culture Manager

BYLAW NO. 2672/Q-91

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

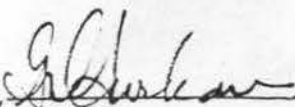
NOW THEREFORE THE MUNICIPAL COUNCIL OF THE CITY OF RED DEER, IN THE PROVINCE OF ALBERTA, DULY ASSEMBLED, ENACTS AS FOLLOWS:

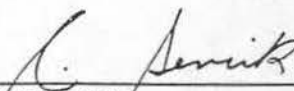
- 1 The "Use District Map" as referred to in Section 1.4 is hereby amended in accordance with the Use District Map No. 12/91 attached hereto and forming part of the Bylaw.
- 2 This Bylaw shall come into full force and effect upon the passage of third reading.

READ A FIRST TIME IN OPEN COUNCIL this 24 day of June A.D. 1991.

READ A SECOND TIME IN OPEN COUNCIL this 22 day of July A.D. 1991.

READ A THIRD TIME IN OPEN COUNCIL this 22 day of July A.D. 1991.

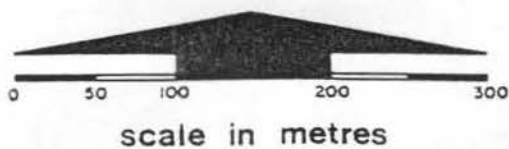

D/MAYOR


CITY CLERK

City of Red Deer --- Land Use Bylaw


Land Use Districts

J8



Revisions :

MAP NO. 12/91
(BYLAW NO. 2672 / Q-91)

Change from A1 to R1  & R1A 

BYLAW NO. 2672/0-91

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

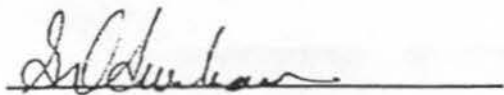
THE MUNICIPAL COUNCIL OF THE CITY OF RED DEER, IN THE PROVINCE OF ALBERTA, DULY ASSEMBLED ENACTS AS FOLLOWS:

1. Section 4.13 be amended by deleting Section 4.13.1(22) and substituting in its place, the following:
 - (38) on those sites or portions thereof, herein listed "KUNG FU CLUB" in the existing structure only, is a discretionary use.
 - (a) Lot 1A, Plan 5940 N.Y.
2. This Bylaw shall come into full force and effect upon the passage of third reading.

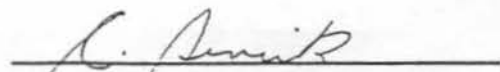
READ A FIRST TIME IN OPEN COUNCIL this 27 day of May 1991.

READ A SECOND TIME IN OPEN COUNCIL this 22 day of July 1991.

READ A THIRD TIME IN OPEN COUNCIL AND FINALLY PASSED 22 day of July 1991.



D/ MAYOR



CITY CLERK



THE CITY OF RED DEER

P. O. BOX 5008, RED DEER, ALBERTA T4N 3T4 FAX: (403) 346-6195

City Clerk's Department 342-8132

July 23, 1991

Melcor Developments Ltd.
#400, 4808 Ross Street
RED DEER, Alberta
T4N 1X5

Attention: Mr. Fred Lebedoff

Dear Sir:

RE: LAND USE BYLAW AMENDMENT 2672/Q-91

Further to our letter of June 27, 1991 wherein this office advised of a public hearing to be held pertaining to the above noted Land Use Bylaw Amendment, I wish to advise as follows.

At the Council meeting of July 22, 1991, Land Use Bylaw Amendment 2672/Q-91 was given second and third reading by Council following the public hearing. Enclosed herewith is a copy of the aforementioned bylaw amendment as finally approved by Council.

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

Sincerely,

C. Sevcik
City Clerk

CS/jt

Att.

c.c. Director of Community Services
Director of Engineering Services
Bylaws and Inspections Manager
City Assessor
E. L. & P. Manager
Fire Chief
Parks Manager
Public Works Manager
R.C.M.P. Inspector
Recreation & Culture Manager



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to discover!*

BYLAW NO. 2672/Q-91

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


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

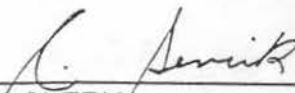
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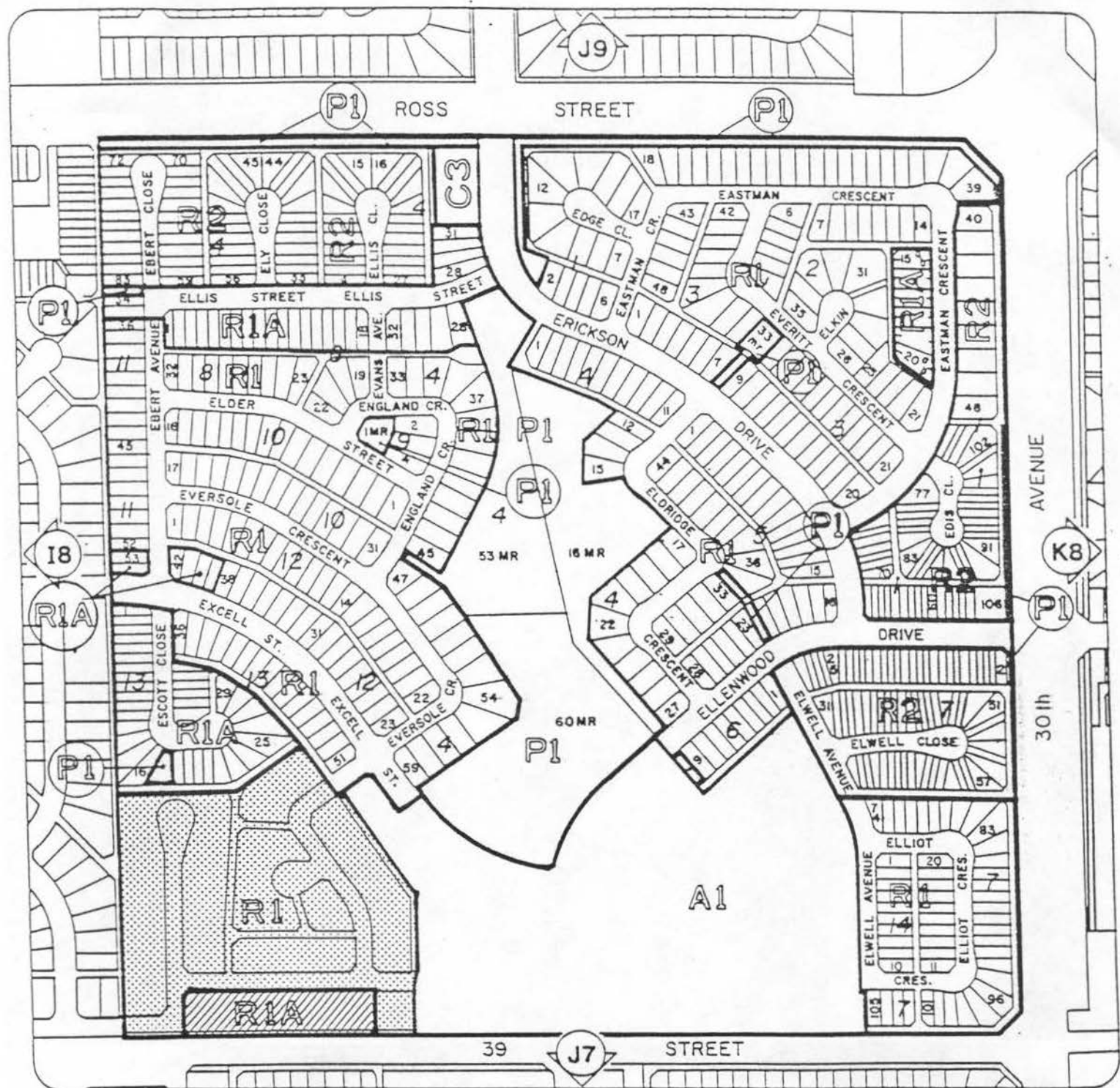
READ A THIRD TIME IN OPEN COUNCIL this 22 day of July A.D. 1991.


D/MAYOR


CITY CLERK



Land Use Districts

J8



Revisions :

MAP NO. 12/91
(BYLAW NO. 2672 / Q - 91)

Change from A1 to R1  & R1A 



THE CITY OF RED DEER

P. O. BOX 5008, RED DEER, ALBERTA T4N 3T4 FAX: (403) 346-8195

City Clerk's Department 342-8132

July 23, 1991

Preying Mantis Kung Fu Club
c/o Red Deer Industrial Tower
5301 - 43 Street
RED DEER, Alberta
T4N 1C8

Attention: Mr. Curtis Bouteiller

Dear Sir:

RE: LAND USE BYLAW AMENDMENT 2672/O-91

A public hearing was held in regard to the above noted Land Use Bylaw Amendment at the Council meeting of July 22, 1991.

Bylaw 2672/O-91 provides for a "Kung Fu Club" as a discretionary use in the existing structure only on Lot 1, Plan 5940 N.Y. (5301 - 43 Street) Red Deer Industrial Tower.

At the Council meeting of July 22nd, Bylaw 2672/O-91 was given second and third reading by Council following the public hearing. Enclosed herewith is a copy of the aforementioned bylaw amendment as finally approved by Council.

With the passage of the aforementioned bylaw amendment, you are now in a position to apply for an Occupancy Permit. Occupancy Permits are obtained from the Building Inspection Department, Third Floor, City Hall.

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

Sincerely,



C. Sevcik
City Clerk

CS/jt

Att.

c.c. Bylaws and Inspections Manager
R.C.M.P. Inspector
Fire Chief



*a delight
to discover!*

·BYLAW NO. 2672/0-91

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


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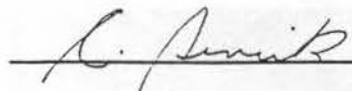
READ A FIRST TIME IN OPEN COUNCIL this 27 day of May 1991.

READ A SECOND TIME IN OPEN COUNCIL this 22 day of July 1991.

READ A THIRD TIME IN OPEN COUNCIL AND FINALLY PASSED 22 day of July 1991.



D/ MAYOR



CITY CLERK

DATE: July 15, 1991
TO: Mayor and Members of Council
FROM: Alan Scott, Manager Economic Development
RE: **CITY OF RED DEER ECONOMIC INDICATORS**

Every so often, the Economic Development Department reviews some of the many statistics that are available through various sources, relating to the economic situation within the City of Red Deer. The attached report is a consolidation of a number of statistics that have been developed, comparing Red Deer with many other communities in Alberta and, in some cases, other parts of Canada. The statistics are for a ten year period, from 1981 to 1990, and indicate that Red Deer's economy is performing in a satisfactory manner.

In the past, we have also surveyed such indicators as retail sales and various employment sectors. Alberta Statistics, which has been our source for much of this information, has recently ceased gathering it. We are hoping, through our own department, to develop some of this material over the course of the next few years, and will incorporate it into future reports.

Respectfully submitted



Alan V. Scott
MANAGER ECONOMIC DEVELOPMENT

AVS/mm

Att.

**City of Red Deer
Economic Indicators 1981 - 1990**

Since the end of World War II, the City of Red Deer has prided itself in being one of Canada's fastest growing cities. Boom times, which followed the war, coupled with several annexations, resulted in Red Deer experiencing very rapid growth felt throughout the 1950's. After a consolidation period during most of the 60's, the city's growth took off again through the 1970's and has continued at an above-average pace since.

But does population growth alone lead to a successful community from an economic point of view? The answer is probably no, and I have therefore assembled a number of other graphs and indicators, designed to review other sectors of the economy over the decade ended in 1990. Perhaps the final analysis of this information should be left to your own interpretation. However, it would appear from the information I have obtained, that most indicators would suggest Red Deer is very healthy economically, and well-positioned for continued growth and economic development over the next decade. A review of the indicators follows:

Figure 1

POPULATION INCREASE (%) 1981 - 1990		
	Population Change	Annual Growth Rate
RED DEER	24.39	2.46
Calgary	9.14	0.98
Camrose	1.81	0.20
Edmonton	5.74	0.62
Fort McMurray	21.66	2.20
Grande Prairie	8.46	0.91
Lethbridge	12.01	1.27
Medicine Hat	7.95	0.85
ALBERTA	9.06	0.97

Source: Finance Post Survey of Markets

Red Deer's population growth during the decade ending in 1990 was the highest in Alberta, and consistently ranked near the top of cities in the 30,000 to 100,000 population category on a regular basis. Annually, Financial Post Survey of Markets calculates a ten year growth rate. Red Deer's growth rate was consistently amongst the top three throughout the decade.

City of Red Deer
Economic Indicators 1981 - 1990

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Source: Finance Post Survey of Markets

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Figure 2

BUILDING PERMITS 1981 - 1990					
	RED DEER	Lethbridge	Medicine Hat	Ft. McMurray	Grande Prairie
1981	139,899,000	89,516,000	57,475,000	108,706,000	30,113,000
1982	50,578,000	66,414,000	47,277,000	28,024,000	53,044,000
1983	47,350,000	54,736,000	38,016,000	14,722,000	18,160,000
1984	27,010,000	42,990,000	29,830,000	23,171,000	21,789,000
1985	39,464,000	103,377,000	65,383,000	34,452,000	19,074,000
1986	44,005,000	42,632,000	26,602,000	9,436,000	24,535,000
1987	40,799,000	59,793,000	29,538,000	4,200,000	24,453,000
1988	50,333,000	59,623,000	42,970,000	12,304,000	21,826,000
1989	54,146,000	44,495,000	32,201,000	4,132,000	61,445,000
1990	64,866,000	47,566,000	34,221,000	4,587,000	30,029,000
Total	\$558,450,000	\$611,142,000	\$403,513,000	\$304,468,000	\$290,775,000

Source: Alberta Bureau of Statistics
City of Red Deer Building Inspections Department

Red Deer's Building Permits of over half a billion dollars, ranked slightly behind the City of Lethbridge, but were significantly higher than all other medium size cities in Alberta. Reviewing the list of anticipated projects for the next two to three years, and recognizing the ongoing demand for new housing, it would appear that construction levels in Red Deer will continue at an above average rate.

Figure 3

DWELLING COMPLETIONS 1981 - 1990					
	RED DEER	Lethbridge	Medicine Hat	Ft. McMurray	Grande Prairie
1981	1,405	880	872	807	955
1982	1,361	848	471	886	96
1983	491	838	221	200	93
1984	497	324	130	243	93
1985	170	138	98	210	143
1986	350	195	158	104	175
1987	448	205	226	54	156
1988	355	214	232	114	135
1989	456	261	262	143	166
1990	356	476	255	113	166
Total	5,889	4,379	2,925	2,874	2,178

Source: Alberta Bureau of Statistics

A total of almost six thousand new dwelling units were completed in Red Deer in the decade ending 1990. This is significantly higher than any other mid-size Alberta city, and shows no sign of slowing down. Obviously, dwelling completions are a by-product of population increases, and support Red Deer's claim of being one of Canada's fastest growing cities.

Figure 4

BUSINESSES IN ALBERTA CITIES			
	No. of Businesses	No. of Employ	Population per Business
RED DEER	1,911	21,954	30.43
Lethbridge	1,791	23,536	34.07
Medicine Hat	1,166	11,475	39.05
Fort McMurray	644	12,410	55.82
Grande Prairie	1,227	12,105	25.85
Camrose	486	4,625	30.76
Calgary	21,992	297,584	30.10
Edmonton	18,740	240,898	31.49

Source: Dun and Bradstreet 1990 Statistics

A 1990 survey by Dun and Bradstreet lists the number of businesses within the various Alberta cities. It's interesting to note that Red Deer has a higher than average number of businesses on a per capita basis. The survey does not include the many small businesses that are operated as home occupations or the businesses that are not housed within the city, but employ people within Red Deer.

A 1989 survey completed by Alberta Economic Development and Trade revealed that new incorporations and partnerships are running at a much higher level in Red Deer than in other medium sized Alberta cities. Business tends to recognize opportunities and the development of new businesses at a higher level in Red Deer than in other provincial cities, would seem to indicate that a market exists and the climate for business development is positive.

Figure 5

JOB CREATION				
Total Jobs in City:				
	Living & Working in Red Deer	Working In and Living Out of Red Deer	Total Jobs	% Change
1981	16,319	5,385	21,704	
1982	17,529	5,960	23,489	8.22
1983	18,165	5,994	24,159	2.85
1984	19,939	6,779	26,718	10.59
1985	20,700	6,831	27,531	3.04
1986	20,220	6,673	26,893	(2.32)
1987	19,920	6,574	26,494	(1.48)
1988	20,316	7,010	27,326	3.14
1989	20,670	7,028	27,698	1.36
1990	21,147	7,401	28,548	3.07
Job Creation 1981 to 1990 - 6,844				
% Change - 31.53				

Source: City of Red Deer Census

Throughout the decade ending 1990, almost seven thousand new jobs were created within the City of Red Deer - an increase of almost 32% in a ten year period. An interesting statistic, developed as part of the 1981 Federal Census, determined not only the number of people who lived within a community and work outside, but also the number of people living outside the community who commute each day to work within the community. According to the numbers provided by the Federal Government, for every 100 employees who live and work in Red Deer, 33 employees live outside of the city and work in Red Deer.

Unfortunately, a more recent source for these statistics has not been discovered, however, by extrapolating those 1981 numbers, it could be determined that almost 7,500 people commute each day to Red Deer for work. The City of Red Deer census, conducted annually, is able to determine the number of jobs held by Red Deer citizens, and where those jobs are located. But these new figures projected from the 1981 Federal Census, would suggest that the total number of jobs within Red Deer is roughly 33% higher than what is determined in the city census.

Job creation is a cornerstone of economic development, and it's interesting to note that job creation over the past decade is somewhat higher than the population increase. It is probably safe to assume that the reason for this discrepancy is the increased number of two income families.

Figure 6

PRIMARY AND SECONDARY MANUFACTURING EMPLOYMENT (1986 Census)					
	Labour Force	Primary	% Work Force	Secondary	% Labour Force
RED DEER	29,680	1,645	5.54	2,255	7.60
Lethbridge	30,145	1,065	3.53	2,480	8.23
Medicine Hat	25,555	2,615	10.23	1,940	7.59
Fort McMurray	25,225	1,755	6.96	2,435	9.65
Grande Prairie	14,545	820	5.64	1,095	7.53
Calgary	372,145	6,470	1.74	21,945	5.90
Edmonton	326,685	5,985	1.83	22,335	6.84
ALBERTA	1,292,360	86,865	6.72	74,684	5.78
Red Deer (1990)	31,953	2,159	6.76	4,120	12.89

Source: Financial Post Survey of Markets
City of Red Deer Economic Development Department

The most recent figures available are from the 1986 Federal Census. They show Red Deer as being slightly below average in the primary manufacturing work force area, and above average in the secondary manufacturing work force area. I have added figures for 1990, taken from the City of Red Deer Census, which shows a substantial increase in secondary manufacturing jobs and a slight increase in primary manufacturing jobs.

This would appear to be a positive statistic, as is shown by a paragraph taken from the Urbanics Study completed on Red Deer's downtown in 1990:

"Employment in Red Deer has become very diversified over the past decade, particularly with respect to manufacturing activities. Compared to the Alberta average, the City of Red Deer has significantly less reliance on primary industry, which is offset by a stronger reliance upon trade and other service sectors. Given that significant efforts have been expended in recent years in Alberta by various levels of government to diversify the economy, thereby reducing the economy's reliance on primary industry and the resulting "boom and bust" economic cycles, it is clear that Red Deer is in an advantageous position relative to the rest of the province."

As statistics from the 1991 census become available, it will be interesting to compare Red Deer with other cities within the province.

Figure 7

MANUFACTURING EMPLOYMENT - PROVINCE BY PROVINCE (1981-1986)					
Province	1981		1986		% Change Employment
	Employees	# Plants	Employees	# Plants	
British Columbia	159,114	3,874	133,391	4,282	-16.17
Alberta	86,356	2,452	76,347	2,747	-11.59
Saskatchewan	21,479	764	19,295	847	-10.17
Manitoba	57,177	1,288	52,840	1,282	- 7.59
Ontario	912,060	14,553	934,918	16,140	+ 2.51
Quebec	525,839	10,915	503,403	11,063	- 4.27
New Brunswick	31,511	626	31,805	703	+ 0.93
Nova Scotia	38,807	814	35,686	815	- 8.04
Newfoundland	18,210	316	17,274	322	- 5.14
Prince Edward Isl.	3,041	150	3,418	141	+12.40
CANADA	1,853,968	35,780	1,808,716	38,380	- 2.44
RED DEER	2,190	72	3,420	118	+56.16

Figure 7(b)

MANUFACTURING EMPLOYMENT - CITY OF RED DEER (1981 - 1990)			
	Employees	# Plants	% Change Employment
1981	2,190	72	
1985	3,438	120	+ 56.99
1986	3,420	118	- 00.52
1987	3,704	120	+ 08.30
1988	3,878	120	+ 04.70
1989	4,220	132	+ 08.82
1990	4,120	140	- 02.37

Source: 1981 - 86 figures (Provincial) Financial Post Survey of Markets

1981 - 90 figures (Red Deer) Department of Economic Development, City of Red Deer

Again, statistics for Canada are based on the 1986 Federal Census and are taken from the Financial Post Survey of Markets. As you might expect, manufacturing jobs are on the decline in Canada, and it is reasonable to predict that the decline will be more pronounced when the results of the 1991 census are known. A quick review of business publications suggests that manufacturing jobs, particularly in southern Ontario, are disappearing at a very rapid rate.

It's refreshing, therefore, to see manufacturing in Red Deer in the period 1981 to 1986, grew at a very substantial rate. The increase in that five year period was over 50%. Further figures on the local situation are available through the Economic Development Department, and indicate that manufacturing has continued to increase in the Red Deer area, posting a further gain of about 20%, in the period 1986 to 1990.

Manufacturing in Canada is presently under sieged, and the pressure will continue as the free trade agreement with Mexico develops, but Red Deer and area manufacturers are a very positive group. By and large, they have modern and efficient plants capable of withstanding competition. Many are now taking advantage of export opportunities as they gear up for broader markets both within and outside of North America. Some are contemplating expansions, with the Union Carbide development east of Red Deer the first to get underway.

The Future

Dr. Grant Hammond, President of the Hammond Consulting Group of Edmonton, recently spoke of the *three generations* of economic development in North America. The *first generation* was highlighted by the development of *smoke stack industries*, and efforts by governments at all levels to entice new developments of this nature. The *second generation* targeted *specific industries* that provided an appropriate match to a specific location. Dr. Hammond stated that we are now into the *third generation* of economic development, which relies to a very large extent on providing the encouragement necessary to allow businesses within a community to expand and take advantage of new opportunities. Dr. Hammond suggests this is where the job creation of the 90's will occur, and it is in this area the bulk of economic development efforts should be concentrated.

With this in mind, the City of Red Deer Economic Development Department has developed a policy, over the past few years, of working with local businesses to determine what their needs are, and then assisting them to take advantage of the many opportunities that exist. The expansion to our staff, which occurred three months ago, will assist us in developing an ongoing liaison with local business people. I am confident that the result will be continued expansion of business, resulting in job creation to support the continued growth of Red Deer.

As pointed out in the Urbanics Study, the Red Deer economy no longer relies exclusively on primary industries. Early growth was sustained by agriculture, and in the early 50's, Alberta's oil boom fuelled rapid expansion. But with the emergence, 15 years ago, of the petrochemical industry, Red Deer has grown as the principal regional centre, serving a central Alberta population of almost 200,000. To a large degree, Red Deer's economy, based on four economic sectors, is now diverse enough to provide sustained growth, while avoiding the worst of the "boom and bust" cycle.

Please conduct your own analysis of these statistics and form your own conclusions. I believe the statistics support the statement that Red Deer has had strong economic growth over the past ten years. I'm confident the next ten years will be equally as interesting, with continued positive growth.

Commissioner's Comments:

The attached report is presented for the information of Council. We cannot help but comment, however, when we look at the strife and turmoil in the world today and the difficulties that people in other parts of Canada are presently facing, we should be very thankful that we live in such a vibrant City.

"M. C. Day"
City Commissioner

DATE: July 24, 1991
TO: Economic Development Manager
FROM: City Clerk
RE: CITY OF RED DEER ECONOMIC INDICATORS

Your report dated July 15, 1991 concerning the above matter was presented on the Council agenda of July 22, 1991 and it was agreed that same be accepted as information.

We thank you for your report in this instance.



C. Sevcik
City Clerk

/jt

DATE: July 15, 1991

TO: **CHARLIE SEVCIK**
City Clerk

FROM: **RICK ASSINGER**
Social Planning Manager

RE: **AFFORDABLE, ACCESSIBLE, ADAPTED HOUSING**

City Council has been asked to support the Handicapped Housing Society of Red Deer in their plea for adapted housing in the city. The issue of housing needs for several groups has been the subject of interest recently.

The Inner City Task Force formed in June, 1990 to examine day time needs of persons who are not able to be employed. Several agencies serving these individuals are represented on the Task Force. This group has realized that a root problem in these peoples' lives is the lack of safe, adequate housing.

A meeting with representatives of Alberta Municipal Affairs in late June was an opportunity to discuss social and accessible housing needs in a general way. The department of Municipal Affairs was aware of needs of specific groups and had received proposals from them. They also mentioned that smaller urban municipalities wanted the provincial government to address their needs as had been done in Edmonton and Calgary. The direction from the meeting was that information would be compiled to form a report on the wider housing needs in Red Deer. The Inner City Task Force would be asked to sponsor the Steering Committee. Bruce West, Manager for Municipal Affairs (Red Deer region) asked to join the Inner City Task Force.

The letter from the Handicapped Housing Society asking for Council's support in obtaining adequate housing relates to the spirit of the Municipal Integration Strategy.

City Clerk
July 15, 1991
Page Two

Each department agreed to review its mandate to ensure that people with disabilities had equal access to services and programs. City Council advocates on behalf of the general housing needs for seniors and other groups; advocating for housing for persons with disabilities is consistent with the general thrust of the Municipal Integration Strategy.

Recommendation:

It is recommended that Council support the initiative of the Handicapped Housing Society by forwarding letters to the Hon. Ray Speaker, the Hon. John Oldring, and Stockwell Day.



RICK ASSINGER
Social Planning Manager

RA/kb

cc - Don Batchelor
Acting Community Services Director

May 28, 1991

Mayor R. J. McGhee
City of Red Deer
Box 5008
Red Deer, AB., T4N 3T4



Handicapped
Housing
Society of
Alberta

RE: AFFORDABLE, ACCESSIBLE, ADAPTED HOUSING FOR RED DEER

Your Worship:

Like the Mayors of Towns and Cities, we feel our provincial government is not listening to us. We are seeking community support for adapted housing in Red Deer for single adults with disabilities. We wish to remind the Honourable Ray Speaker, John Oldring and Stockwell Day of the needs of our community as it relates to housing for single persons with disabilities. May 6th, the federal and provincial governments announced funding of \$5.4 million and \$8.3 million to serve the housing needs of the inner cities of Edmonton and Calgary, respectively.

We feel we must tell the Ministers of Alberta Municipal Affairs and Alberta Family and Social Services, once again, of the need for affordable, accessible, adapted housing in Red Deer. The need is demonstrated through a Consumer Survey and the Central Alberta Accessible Housing Survey, Phase I and Phase II conducted by the Handicapped Housing Society of Alberta and supported by the Canadian Paraplegic Association and the Multiple Sclerosis Society.

Enclosed, please find an information sheet outlining the needs as we have ascertained. I think it is important the Ministers understand our community is in need, and that other members of our community share the same view. To this end, I would appreciate you conveying these needs to Mr. Speaker, Mr. Oldring, and Mr. Day by letter, preferably, or by telephone. Time is of the essence.

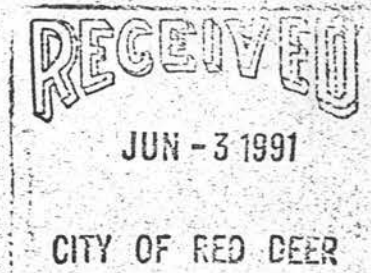
I thank you for your time and efforts on behalf of those in need. This much needed housing will help a portion of our population with few options.

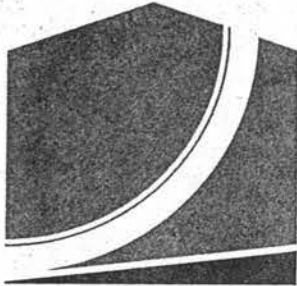
I would appreciate receiving a copy of the letter you send, if at all possible.

Yours truly

Margaret L. Hicks
Accessible Housing Co-ordinator
Red Deer Office

Enclosures: 2





Handicapped Housing Society of Alberta

NEEDED: Affordable, Accessible, Adapted Housing

Red Deer has a lack of available, affordable, accessible housing. In the spring of 1989, the Handicapped Housing Society of Alberta, at the invitation of the Canadian Paraplegic Association and the Multiple Sclerosis Society, began assessment of the needs of affordable, accessible, adapted housing in Red Deer and the central Alberta area. Phase I and Phase II of the Central Alberta Accessible Housing Survey is complete, as well as a Consumer Survey of needs. We conclude from the Surveys and Workshops conducted by the Handicapped Housing Society of Alberta, in Red Deer, there is a need for affordable, accessible, adapted housing with accompanying support services for single persons with physical disabilities in Red Deer. **A volunteer Task Force is pursuing development of housing to meet the needs of single persons with physical disabilities in Red Deer.**

The City of Red Deer is accessible in some respects - curb cuts are included with new street construction, some recreational facilities, new buildings built after 1985 offer wheelchair accessibility, and the Red Deer College and its residence. However, after consideration of the Consumer Survey and the Housing Survey, persons with disabilities in Red Deer have a limited lifestyle. The need for housing that is both accessible and affordable, the provision of universal personal care/homemaking services, as well as flexibility in transportation must be addressed to allow persons with physical disabilities to live independently in our community. It is misleading to assume that what is required are "special needs". Housing that will serve the physically challenged will serve the population as a whole - especially one that experts agree will be an increasingly aging one.

When asked to comment on options which would allow for independent living, respondents to the Consumer Survey cited the following as priorities in their lives that needed to be addressed:

- 50% needed adapted housing
- 15% required personal care/homemaking assistance
- 15% requested greater flexibility in the Action Bus.

THE HANDICAPPED HOUSING SOCIETY OF ALBERTA, with direction from the Task Force, is prepared to support development of affordable, accessible, adapted housing with support services for single persons with physical disabilities, wishing to live independently.

Please call the Accessible Housing Co-ordinator for further information at 343-1630

Please be advised the addresses for:

**The Honourable Raymond Speaker
Minister, Alberta Municipal Affairs
Room 127, Legislature Building
Edmonton, AB., T5K 2B6
Phone: 427-3744**

**The Honourable John Oldring, MLA- Red Deer South
Minister, Alberta Family and Social Services
503, 4901 - 48 Street
Red Deer, AB., T4N 1S8
Phone: 340-3565
or:
104 Legislature Building
Edmonton, AB., T5K 2B6
Phone: 427-2606**

**Stockwell Day, MLA-Red Deer North
507, 4808 Ross Street
Red Deer, AB., T4N 1X5
Phone: 340-342-2263
or:
513 Legislature Building
Edmonton, AB., T5K 2B6
Phone: 427-1812**

**ALL OF THE PHONE NUMBERS IN EDMONTON CAN BE REACHED BY DIALING
THE THE GOVERNMENT RITE NUMBER 340-5111 AND ASKING THE OPERATOR
FOR THE NUMBER YOU WISH TO CALL.**

Commissioner's Comments:

The attached letter from the Handicapped Housing Society of Alberta requests that Council convey to the Provincial Government the needs of persons with disabilities for adapted housing. While we have no doubt that there is a need for this type of housing in the community, the letter from the Society contains very little factual information. None-the-less, we would recommend Council forward the letter to the M.L.A.'s mentioned.

"M. C. Day"
City Commissioner



THE CITY OF RED DEER

P. O. BOX 5008, RED DEER, ALBERTA T4N 3T4 FAX: (403) 346-6195

City Clerk's Department 342-8132

July 23, 1991

Handicapped Housing Society of Alberta
#4, 7803 - 50 Avenue
RED DEER, Alberta
T4P 1M8

Attention: Ms. Margaret L. Hicks
Accessible Housing Co-ordinator
Red Deer Office

Dear Ms. Hicks:

RE: AFFORDABLE, ACCESSIBLE, ADAPTED HOUSING FOR RED DEER

Your letter of May 28, 1991 addressed to Mayor McGhee, concerning the above topic, was presented on the Council agenda of July 22, 1991.

At the above noted meeting, Council passed the following motion.

"RESOLVED that Council of The City of Red Deer, having considered report from the Social Planning Manager dated July 15, 1991 re: Affordable, Accessible, Adapted Housing, hereby agrees that the Handicapped Housing Society of Alberta be asked to provide additional information to the City substantiating their request.

The decision of Council in this instance is submitted for your information and I am also enclosing herewith all of the administrative comments which appeared on the Council agenda relative to your item (pages 20-25).

In accordance with Council's resolution, we would request that you provide us with the additional information for submission back to Council and, in order that Council might make a decision relative to your request.

If you have any questions, please do not hesitate to contact the undersigned.

Sincerely,

C. Sevcik
City Clerk

CS/jt

Att.

c.c. Director of Community Services
Social Planning Manager



*a delight
to discover!*

NO. 3

DATE; JULY 5, 1991

TO; City Clerk

FROM: Fire Chief

RE; REPORT OF ACTIVITIES DURING STORM - JULY 3 , 1991

Shortly after the storm of July 3rd hit the City I telephoned our dispatch office for a status report, however could not get through as all incoming lines were busy.

Myself and Deputy Chief Howell responded to the Communication Centre to find that all stations had responded to two incidents, a 3 car motor vehicle accident, and a tree falling on a trailer in the Lion's Campground.

Because of the number of incoming trouble calls to the 9-1-1 board, and to the after hours trouble number, I directed the recall of two additional dispatchers. One dispatcher was to handle incoming calls on the after hours trouble number, the other to assist on the 9-1-1 board. Eleven fire fighters were called in to staff Station One in the event of additional emergency calls.

As most trouble calls appeared to be power related, E. L. & P. was notified and requested to set up a communications centre in their facility in order that trouble complaints could be referred from our operator to theirs.

I telephoned Commissioner Day to advise him of our activities, and he responded to our Operations Centre. On his arrival, he requested the emergency City Communications centre be set up, and that the Public Works Manager be notified to call in his crews.

After the initial storm, it appeared that another storm was imminent and a decision was made to keep all called in personnel until the storm warnings were called off. This occurred at 10 p.m. and all called in personnel were released with the exception of one additional alarm operator who was kept on duty until midnight in order to answer the after hours trouble telephone.

Approximately 250 trouble calls were received from the initiation of the storm until 10 p.m.

The costs for overtime and incidentals for this incident was \$2,500.00

Respectfully submitted



Robert Oscroft
FIRE CHIEF

Commissioner's Comments:

This is submitted for Council's information.

"M. C. Day"
City Commissioner

DATE: July 24, 1991

TO: Fire Chief

FROM: City Clerk

RE: REPORT OF ACTIVITIES DURING STORM - JULY 3, 1991

Your report dated July 5, 1991 concerning the above was presented to Council at its meeting of July 22, 1991 and it was agreed that same be filed.

We thank you for your report in this instance.



C. Sevcik
City Clerk

/jt

DATE: July 8, 1991
TO: CITY COUNCIL
FROM: COLLEEN PALICHUK, Chairman
Environmental Advisory Board
RE: OPEN BURNING BYLAW NO. 2962/88

City Council, on April 15, 1991, directed a request to the Environmental Advisory Board to consider and submit recommendations back to Council on whether the Open Burning Bylaw should be continued or rescinded.

The Board dealt with this issue at their May 21, 1991 and June 18, 1991 meetings before the following Resolution was passed:

"THAT the Environmental Advisory Board recommend to Council of The City of Red Deer that the Open Burning Bylaw No. 2962/88 be rescinded effective January 1, 1992 and that the administration work with service clubs and environmental societies to encourage and promote the use and availability of backyard composting boxes."

In passing this Resolution, the Board had to consider differing recommendations from City departments, but they were of the opinion that this open burning practice not only degraded air quality, but contributed to health concerns for residents in close proximity to the fires and smoke.

The Board's Resolution of June 18, 1991 is submitted to City Council for consideration.



COLLEEN PALICHUK

DB/ad

- c. Bryon Jeffers, Director of Engineering Services
Gord Stewart, Public Works Manager
Ryan Strader, Bylaws/Inspections Manager
Cliff Robson, Fire Marshall

DATE: July 8, 1991
TO: CITY COUNCIL
FROM: DON BATCHELOR, A/Director
Community Services Division
RE: OPEN BURNING BYLAW 2962/88

The Environmental Advisory Board was requested on April 15, 1991 by City Council to review the Open Burning Bylaw 2962/88.

The City Departments making comments to the Board had varying recommendations as outlined below:

- Continue Bylaw - Public Works, Bylaws, Parks
- Rescind Bylaw - Fire Department

It has been demonstrated that the majority of these fires during the three week period in the spring and again in the fall are in the older areas of the City and the annual number of fires may be ± 300 .

The purpose of the fires is to burn tree prunings, grass clippings, leaves, garden stalks, and shrubbery within a residential property such that this material does not have to be taken to the curb and ultimately buried at the landfill site (see attached Public Notice and excerpt from Bylaw 2962/88).

The Red Deer Recycling Program is at an early stage development. Recycling organic material is a future possibility of the program but only if it is picked up and separated at the curb like the existing program. Since this program is presently under review and recycling organic material may be considered at some future date, it may be appropriate to allow this open burning to continue until a suitable alternative is available.

The Rotary Club, Canada Trust, and the Citizen's Action Group on the Environment are cooperatively selling backyard composters at slightly above cost (\$79.95). Although these composters cannot decompose tree limbs and shrubbery, they are suitable for the majority of organic matters (leaves, garden stocks, grass, household produce, etc.). This composting program started on August 2, 1990 and, although it has not been marketed or promoted to any significant degree, the number of units sold has been reasonable. It may be appropriate for The City of Red Deer to enter an agreement with these groups to more actively promote backyard composting. Initial discussions with the local and regional Rotary Club, Canada Trust, and The Citizen's Action Group on the Environment

City Council
Page 2
July 8, 1991
Open Burning Bylaw 2962/88

have indicated that involvement by the City of Red Deer is encouraged for better promotion and public acceptance of the program. Through a local corporate donation in the fall of 1990 the Parks Department was able to run two ads in local newspapers (see attached). These ads resulted in over 100 inquiries for further information on composting.

Although local stores are also selling composters, this suggested cooperative effort or incentive program with the City involvement would further enlighten, encourage, and help residents start their own backyard compost.

RECOMMENDATIONS:

- 1) That City Council agree to retain the Open Burning Bylaw 2962/88 for a period of two years before which time the City administration shall propose desirable alternatives to the bylaw as part of the recycling program.
- 2) That City Council instruct the administration to discuss cooperative backyard composting programs with local service clubs and the Citizen's Action Group on the Environment, for the purpose of reporting back to Council with an encouragement, promotion, and incentive program.




DON BATCHELOR

:kl

Att.

- c.c. Bryon Jeffers, Director of Engineering
Gord Stewart, Public Works Manager
Cliff Robson, Fire Marshall
Ryan Strader, Bylaws/Inspections Manager

- 
5. The burning of shrubbery and tree prunings, weeds, grass cuttings and garden waste outside of a building in those areas of the City designated residential in the City Land Use Bylaw as amended from time to time, or used for residential purposes, shall be permitted during a three week period in the spring and a three week period in the fall of each year, which period shall be established by a City Commissioner, and no permit shall be required for such burning.

FIRE PITS, OUTDOOR FIREPLACES AND BARBECUES

6. No permits are required for Fire Pits, Outdoor Fireplaces and Barbecues for the purpose of cooking or obtaining warmth, provided the appliances for cooking or obtaining warmth are used on the property of the resident or in a public area at a location approved by the authority having jurisdiction.
7. Fire Pits, Outdoor Fireplaces and Barbecues shall meet the following requirements:
- a) A minimum of 3 meters (10 Feet) clearance shall be maintained from buildings, property lines, or any combustible material.
 - b) Installations shall have enclosed sides made from bricks, concrete blocks, heavy gauge metal, or other suitable non-combustible components.
 - c) A spark arrestor mesh screen of 1/2 inch expanded metal (or equivalent) to contain sparks shall be provided over the fire.
 - d) Only clean fuel shall be used (clean, dry wood or charcoal). Refuse or waste material shall not be burned.
 - e) The use of such installations shall ensure that smoke or sparks do not create a nuisance or hazards to neighbors or other properties, and comply with the Clean Air Act, Chapter C-12 R.S.A. 1980.

OFFENCE AND PENALTY

8. The authority having jurisdiction, any City Bylaw Enforcement Officer, and any member of the Royal Canadian Mounted Police attached to the City Detachment of the said Royal Canadian Mounted Police, are hereby authorized to enforce the provisions of this Bylaw and to issue offence tickets to any person whom they reasonably believed has contravened the provisions of this Bylaw.

**THE CITY OF RED DEER**

P. O. BOX 5008, RED DEER, ALBERTA T4N 3T4 FAX: (403) 346-8195

City Clerk's Department 342-8132

PUBLIC NOTICE**1991 BURNING PERIOD**

The City of Red Deer Fire Permit Bylaw No. 2962/88 provides that the burning of shrubbery and tree prunings, weeds, grass cuttings and garden waste outside of a building in those areas of the City designated residential in the City Land Use Bylaw as amended from time to time, or used for residential purposes, shall be permitted during a three week period in the Spring and a three week period in the Fall of each year, which period shall be established by a City Commissioner, and no permit shall be required for such burning.

The 1991 SPRING BURNING PERIOD established by the City Commissioners is -
Saturday, April 27, 1991 to Sunday, May 19, 1991.

Pitch-in '91 Monday, May 6, 1991 to Monday, May 13, 1991

C. Sevcik
City Clerk

CS/ds

c.c. Directors
 Department Heads
 Information Counter



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HOME COMPOSTING

Do your part; Our environment will thank you

- Renewable Resources
- Inexpensive Soil Amendment
- Reduce Landfill Use
- Convenient Disposal for Organic Matter
- Reduce Use of Commercial Fertilizers

Myths

- Inconvenient
- Inexpensive
- Unpleasant Odour

Facts

- Environmentally Sound
- "Working" Compost is Odourless

The Turning Method:

- Start with coarse yard waste to ensure proper drainage
- Alternate materials of different densities
- Sprinkle in soil after every 25-30 cm of new material that is added
- Turn pile inside out once every week or two
- Add water to the pile so it retains a sponge-like dampness
- Cover pile to protect it from frost & rain.

For additional information, brochures & complete instructions:

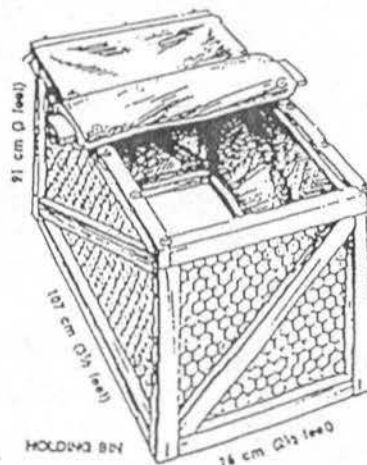
Contact the City of Red Deer

Parks Department: 342-8222
342-8159



• Parks •

Community Services



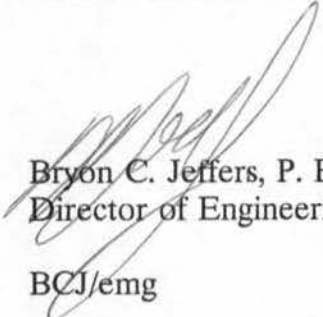
DATE: July 16, 1991
TO: City Clerk
FROM: Director of Engineering Services
RE: **OPEN BURNING BY-LAW 2962/88**

Engineering Services would support the recommendations of the Parks Manager with respect to this issue.

We can both appreciate and relate to the motivation for eliminating the Open Burning By-law, we believe, however, we must be in a better position than we are now, to offer attractive and practical alternatives to open burning.

RECOMMENDATION

Council consider favourably the recommendations of the Parks Manager.



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

BCJ/emg

c.c. Parks Manager

Commissioner's Comments:

We cannot support the recommendations of the Environmental Advisory Board with respect to burning, though we fully support their recommendations with respect to encouraging composting.

When we consider the number of open pit BBQ's and fireplaces which will continue to operate, and when we consider the millions of acres of like material that nature burns each year, we hardly think that the few backyard fires in Red Deer will have any material impact. Accordingly, we would support the second recommendation received in the report from the Acting Director of Community Services.

"M. C. Day"
City Commissioner

DATE: April 16, 1991
TO: Environmental Advisory Board
FROM: City Clerk
RE: ANNUAL BURNING PERIOD IN THE SPRING AND FALL

I am enclosing herewith a copy of Bylaw 2962/88 being the Fire Permit Bylaw and which bylaw enables the Commissioners to establish a three-week burning period in the spring and in the fall of each year. Please refer to clause 5, page 3 of said bylaw. Also enclosed herewith is a copy of the notice pertaining to the spring burning period for the year 1991.

Each year during the spring and fall, we receive many requests for the burning period and inevitably, during or after the burning period, we also receive complaints. At the Council meeting of April 15, 1991, Council directed that this matter be referred to the Environmental Advisory Board to consider and submit recommendations back to Council as to whether the City should continue to pursue this practice. We would appreciate your recommendations well in advance of the fall burning period which normally takes place during the end of September - early October. If the recommendation was for discontinuance, it would be necessary to amend the bylaw and to serve adequate notice to the public of this change prior to the fall period.

Your assistance in this matter is appreciated.



C. Sevcik
City Clerk

CS/jt

c.c. City Commissioners
Fire Chief
Bylaws and Inspections Manager
Insp. Beaton



THE CITY OF RED DEER

P. O. BOX 5008, RED DEER, ALBERTA T4N 3T4 FAX: (403) 348-8195

City Clerk's Department 342-8132

PUBLIC NOTICE

1991 BURNING PERIOD

The City of Red Deer Fire Permit Bylaw No. 2962/88 provides that the burning of shrubbery and tree prunings, weeds, grass cuttings and garden waste outside of a building in those areas of the City designated residential in the City Land Use Bylaw as amended from time to time, or used for residential purposes, shall be permitted during a three week period in the Spring and a three week period in the Fall of each year, which period shall be established by a City Commissioner, and no permit shall be required for such burning.

The 1991 SPRING BURNING PERIOD established by the City Commissioners is -
Saturday, April 27, 1991 to Sunday, May 19, 1991.

Pitch-in '91 Monday, May 6, 1991 to Monday, May 13, 1991

C. Sevcik
City Clerk

CS/ds

c.c. Directors
 Department Heads
 Information Counter

*a delight
to discover!*

SPRING AND FALL BURNING PERIODS - DEC. 19, 1966

OCTOBER 4, 1965:

GARBAGE BYLAW 2206 passed October 4, 1965 DID NOT CONTAIN any provision for a burning period in residential districts. According to Section 7, a person had to apply for special permission from the Fire Department in order to burn anything in a residential area six weeks in advance of wishing to do so.

DECEMBER 19, 1966:

BYLAW 2206/D amended Section 7. to state that residential areas could burn in the spring and fall for two weeks, said periods to be set by a resolution of City Council.

JUNE 18, 1973:

Garbage Bylaw 2414 Paragraph 11.2 - burning permitted for 2 weeks in R1, R2 and R3 in the spring and 2 weeks in fall, period established by the City Commissioner. June 18, 1973.

JULY 5, 1982:

Garbage Bylaw 2777/82 the burning period was permitted for 3 weeks, with the date to be set by the City Commissioner. July 5, 1982

APRIL 28, 1986:

Garbage Bylaw 2777/86, the burning period was extended to but not to exceed 4 weeks, at the discretion of the City Commissioner. April 28, 1986.

cc. Roy McGregor

DATE: July 23, 1991
TO: Environmental Advisory Board
FROM: City Clerk
RE: FIRE PERMIT BYLAW 2962/88 - SECTION 5 -
ANNUAL BURNING PERIODS IN SPRING AND FALL

Your report and recommendations pertaining to the above matter received consideration at the Council meeting of July 22, 1991 and at which meeting Council passed the following motion.

"RESOLVED that Council of The City of Red Deer, having considered report from the Environmental Advisory Board dated July 8, 1991 re: Open Burning Bylaw No. 2962/88, hereby agrees that the Administration be directed to discuss cooperative backyard composting programs with local service clubs and the Citizen's Action Group on the Environment, for the purpose of reporting back to Council with an encouragement, promotion and incentive program, and as presented to Council July 22, 1991."

By way of a copy of this memo we are requesting the administration to pursue the directive outlined in the above noted resolution and to report back to Council.

Trusting you will find this satisfactory.



C. Sevcik
City Clerk

CS/jt

c.c. Director of Community Services
Parks Manager
Director of Engineering Services
Public Works Manager
Fire Chief
Bylaws and Inspections Manager
City Commissioner

NO. 5

DATE: JULY 3, 1991
TO: CITY COUNCIL
FROM: CHAIRMAN OF THE RED DEER PARKING COMMISSION
RE: DOWNTOWN LOADING ZONES

At the June 26, 1991 meeting of the Red Deer Parking Commission, consideration was given to recommendations for a Downtown Loading Zone Policy and location procedure as contained in the report from the Parking Administrator dated June 13, 1991. The following recommendation is submitted for the endorsement by City Council.

"THAT the Red Deer Parking Commission recommend to City Council adoption of the Downtown Loading Zone Policy and location procedure as contained in the Parking Administrator's report dated June 13, 1991."

The appropriate documentation is attached to this memo for the information of Council.

Respectfully submitted,



D. SIM
Chairman
RED DEER PARKING COMMISSION
WV/sp

Enc.

LOADING ZONE POLICY

Upon determination of need, that The City provide a network of 10 minute curbside loading zones Downtown, to allow for quick pick-up and delivery on each long block face in the commercial core.

LOADING ZONE LOCATION GUIDELINES

1. The on-street loading zone stall is provided with the understanding that it is to be used only for quick pick-up/drop-offs of:
 - passengers
 - courier services
 - bank services (ie. armoured cars, etc.)
 - taxis
 - "minor" commercial services, using vehicles of 6 metres or less (as per Traffic Bylaw)
2. Stall sizes to be the same as that of a standard metered parking stall (ie. 2.6 metres wide x 6.7 metres long).
3. Loading zones to be free.
4. The zone to be signed as a 10 minute loading zone.
5. Loading zones are to be provided only on an "as needed" basis, with requests reviewed and approved by the Parking Administrator.
6. Requests for loading zones are to be made from the adjacent businesses, affected by its installation.
7. Loading zones are to be located mid-block, or as near as may be possible, with only one zone per block face.
8. Where new or redevelopment occurs downtown, all loading activity with heavy vehicles (vehicles over 6 metres in length) is to be accommodated on-site.

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PART 12 AUTHORITY OF COMMISSIONER

- 2800/A-90 101. A Commissioner is hereby authorized to designate:
- (a) any highway for through traffic purposes;
 - (b) the location of cross-walks upon highways;
 - (c) any intersection, highway or place on a highway, including a place where a railway right-of-way crosses a highway, as a place where U-turns are prohibited;
 - (d) any highway as one which is closed temporarily in whole or in part to traffic;
 - (e) any areas as one in which parking privileges are temporarily suspended;
 - (f) any highway as one to be divided into traffic lanes of such number as the Commissioner considers proper;
 - (g) the location of 'school zones' and 'playground zones';
 - (h) any boulevard upon which parking is permitted;
 - (i) passenger or truck loading or unloading spaces;
 - (j) the location of bus stops;
 - (k) the distance from any intersection within which no parking is permitted;
 - (l) portions of highway where parking is limited to a period of time;
 - (m) portions of highway where stopping is prohibited entirely, or for a specified period of time;
 - (n) City employee parking areas wherein parking for employees is allowed only between 7:30 o'clock in the forenoon and 5:00 o'clock in the afternoon from Monday to Friday inclusive;
 - (o) the location of metered zones, meter locations and metered spaces;

-30-

- (p) areas for angle parking and parallel parking;
- (q) the maximum load permitted on any bridge;
- (r) snow routes for the purpose of snow clearing operations;
- (s) parking spaces upon a highway for the use of any taxi cab business holding a valid and subsisting taxi cab license issued by the City, as a taxi stand.

102. A Commissioner may:

2800/A-90

- (a) issue a card or sticker exempting a vehicle from the provisions of Section 40 and 41 of this Bylaw, which said card or sticker shall state the parking restrictions applicable to the said vehicles;
- (b) temporarily prohibit parking at any parking meter;
- (c) prohibit or restrict the movement of vehicles from a private driveway onto a highway or from a highway onto a private driveway when the Commissioner considers such prohibition or restriction is in the public interest and the better regulation of traffic;
- (d) engage members of the Canadian Corps of Commissionaires to issue and place on vehicles parked in contravention of the Highway Traffic Act, and amendments thereto or this Bylaw, the offense ticket in the form and content set forth in Schedule 'O';
- (e) specify the types of vehicles which are prohibited from parking on any City owned parking lot;
- (f) from time to time declare a parking ban to be in effect on a highway marked as a 'Snow Route' and extend such ban by causing an advertisement or announcement of such ban on any radio or television station in the City, or causing the same to be published in a newspaper circulating in the City;

Commissioner's Comments:

We would concur with the recommendations of the Red Deer Parking Commission and would recommend Council approve this policy for inclusion in the Council Policy Manual, except for the approval outlined in point 5. The mechanism for approvals of this nature is outlined in detail in the Traffic Bylaw, and we could not recommend any change. To make the loading zone legal requires a Commissioner's Order.

"M. C. Day"
City Commissioner

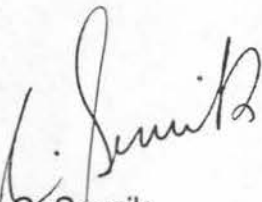
DATE: July 23, 1991
TO: Red Deer Parking Commission
FROM: City Clerk
RE: DOWNTOWN LOADING ZONES

The Downtown Loading Zone policy as recommended by the Parking Commission was considered by Council July 22, 1991 and at which meeting Council passed the following motion.

"RESOLVED that Council of The City of Red Deer, having considered report from the Red Deer Parking Commission dated July 3, 1991 re: Downtown Loading Zones, hereby approves the Loading Zone Policy as it appears on page 37 of the agenda, with the exception that clause 5 be changed by deleting the words 'by the Parking Administrator' and substituting therefor the words 'in accordance with The City of Red Deer Traffic Bylaw' and as presented to Council July 22, 1991."

The decision of Council in this instance is submitted for your information and I would further advise that all Council Policy Manual holders will be circulated a copy of the policy as amended.

Trusting you will find this satisfactory.



C. Sevcik
City Clerk

CS/jt

c.c. Bylaws and Inspections Manager
Parking Administrator
Assistant City Clerk

NO. 6

DATE: July 5, 1991
TO: City Clerk
FROM: Fire Chief
RE: AMBULANCE FEE SCHEDULE 1991 - 1992

We have been informed by the Alberta Ambulance Operators Association (A.A.O.A.) that Alberta Health will not accept the recommendation of their own Task Force with respect to a proposed 12.5% increase in ambulance rates for the year 1991-1992, and have advised that they will increase their rates by only 5%. Council must now establish what rates will be charged for ambulance service provided by the City of Red Deer Fire Department.

BACKGROUND

Earlier this year, the A.A.O.A. indicated that Alberta Health had established a working committee consisting of representatives from the Alberta Urban Municipalities Association, the Improvement District Association of Alberta, the Alberta Association of Municipal Districts and Counties, Alberta Health and the Alberta Ambulance Operators Association, to provide advice and to make recommendations to the Department of Health and the Minister of Health regarding ambulance rates and negotiation strategies for short and long term purposes.

At the outset, there was agreement on two principals:

- 1) That all users of ambulance service (Government, Blue Cross or individuals) should pay the same rates.
- 2) That rates for ambulance service should be based on recovery of the operational costs of providing the service, in order to reduce the dependency of operators on subsidies.

As there was no reliable and accurate information concerning the costs of operating an ambulance service in Alberta available, the Committee members agreed to conduct a survey to establish such costs.

Sixty two percent of the surveys were returned, representing over 80% of all ambulance trips done in the Province, and the Alberta Ambulance Operators Association utilized the statistics gathered to arrive at a cost of operations, and thus the basis for their recommended increase to ambulance user fees.

Alberta Health however did not like the results of the survey, and in their conclusion did not consider survey results to be accurate enough to enable their use in forming a basis for ambulance rates in 1991-92 and they concluded that a percentage rate increase as determined by the Alberta Government should be recommended.

The Alberta Ambulance Operators Association have recommended the following fee schedule for 1991 - 1992 to their members.

	<u>Base Rate</u>	<u>Mileage</u>
Advanced Life Support	\$215.93	\$2.42 km
Basic Life Support	179.94	2.42 km
Emergency Response Unit	143.95	2.42 km
Response Fee	116.96	2.42 km
Standby Charges - per hour	116.96	

DISCUSSION

Over the years, the City has followed the rate schedule as recommended by the Alberta Ambulance Operators Association, however, with the lower rates paid by Blue Cross and Government agencies, we have ended up with a split rate as follows:

<u>Rate Table for 1990 - 1991</u>		<u>City of Red Deer</u>
<u>Advanced Life Support</u>	<u>Basic Rate</u>	<u>Mileage</u>
Non-Government, Non Blue Cross	\$195.19	2.32 km
Blue Cross & Government	159.50	1.90 km
<u>Basic Life Support</u>		
Non-Government, Non Blue Cross	150.15	2.32 km
Blue Cross & Government	122.50	1.90 km
<u>Responding Fees</u>		
Non-Government, Non-Blue Cross	85.26	2.32 km
Blue Cross & Government	81.50	nil
<u>Standby Charges (per hour)</u>		
Non-Government, Non-Blue Cross	97.60	nil
Blue Cross & Government	80.00	nil

It is our position that the split rate is unfair in that the taxpayer, and often persons least able to afford medical insurance to pay for ambulance usage, are subsidizing Government Services and Alberta Blue Cross.

Council should also be aware that the new Ambulance Services Act repeals much of the authority presently vested in municipalities by Sections 168, 169 & 170 of the Municipal Government Act and restores that authority to the Provincial Government. Once the Act receives proclamation, Council will no longer have the authority to set ambulance rates. These will be set by the Minister of Health. This could exacerbate the situation of the City subsidizing these ambulance users.

Forty per cent of our invoices are paid by Blue Cross, and in our agreement with Blue Cross, all invoices are paid within 30 days if we agree to charge rates set by them. However, as can be seen by the study initiated by Alberta Health, these rates are far below the base cost of operations, and it is with reluctance that we recommend the cancellation of our Blue Cross agreement.

Council is aware that a previous attempt to do this resulted in a severe "backlash" from seniors groups, but the fact remains the taxpayer is subsidizing Blue Cross because of their desire not to pay the cost of operations of the ambulance operators.

RECOMMENDATIONS

1. That The City of Red Deer cancel their ambulance agreement with Alberta Blue Cross.
2. That Council initiate the fee schedule as recommended by the Alberta Ambulance Operators Association.

Respectfully submitted

Robert Oscroft
FIRE CHIEF

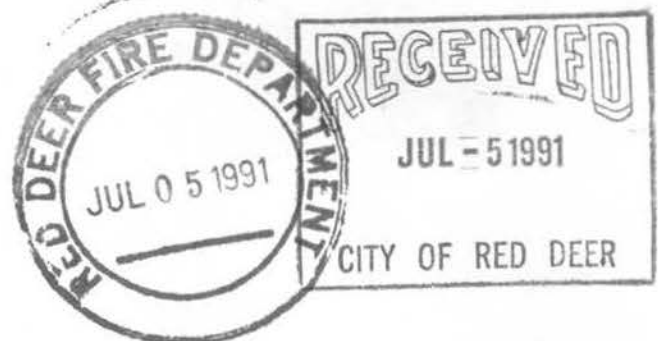
RO/cb

c.c. Director of Finance



A.A.O.A. UPDATE
June 29, 1991

1. On June 25, 1991 the President and Executive Director met with the Honorable Nancy Betkowski to discuss ground ambulance rates. She indicated at that time that the Operators would likely receive a 3.5% increase. The A.A.O.A. 1991 - 1992 Cost of Operations Ground Ambulance Rate Paper, as accepted by the membership at 1991 AGM was presented and discussed in depth. The Minister clearly understands the financial problems facing the ambulance operators and realizes there is a need to meet the cost of operations. She agreed to attempt to find additional funds to begin that transition and has done so by announcing a 5% increase for 1991 - 92 ground ambulance rates for the programs that the provincial government is directly responsible for : Blue Cross - Group 66 and Group 1 clients, W.C.B., Social Services. Please find attached the 1991 - 92 Government Rates as approved and the A.A.O.A. Recommended Rates as passed at the 1991 AGM. We would like to take this opportunity to thank the members of the A.A.O.A. Rates Committee for their many hours of work as well as all the members who completed the Rates Survey. Without the efforts of these individuals we would not have seen the additional 1.5% increase, that many of the other sectors of health care did not receive this year.
2. We have become aware of a new policy regarding nursing homes that comes into effect July 1, 1991 as well. A copy of the directive is enclosed. Nursing homes must now be billed directly for transport of patients that are leaving the nursing home for treatment in an acute care hospital or other approved facility. Blue Cross will cease paying benefits for ambulance service to these nursing home residents July 1, 1991. Group 66 Benefits will continue to apply when a nursing home resident is on leave from the nursing home and requires ambulance service to an acute care hospital or approved facility.



45



Office of the Deputy Minister

P.O. Box 2222, 11010 - 101 Street, Edmonton, Alberta, Canada T5J 2P4 403/427-7164 Fax 403/427-1577

Mr. Richard Sigurdson
Suite 200, 4936 - 87 Street
Edmonton, Alberta
T6E 5W3

Dear Mr. Sigurdson:

Alberta Health has reviewed your submission regarding ground ambulance rates and has consulted with the Alberta Urban Municipalities Association, the Alberta Association of Municipal Districts and Counties, the Improvement Districts Association of Alberta, other government departments and Alberta Blue Cross on this issue. The provincial government, after careful deliberation, has reached a decision whereby it will pay for services where it has a direct program responsibility. The amount of increase is 5% over the rates approved for 1990/91. The attached schedule outlines the new rates, which are effective July 1, 1991 to June 30, 1992.

I would like to thank the Alberta Ambulance Operators Association Executive and members for their cooperation, input and support for an improved standard ambulance services program for Alberta. Your efforts are very much appreciated by me and my departmental staff.

Yours very truly,

A handwritten signature in dark ink, appearing to read "Rheel J. LeBlanc", written over a circular scribble.

for Rheel J. LeBlanc
Deputy Minister

cc: Honourable John Oldring
Minister, Family & Social Services

Honourable Ray Speaker
Minister, Municipal Affairs

SCHEDULE OF GROUND AMBULANCE RATES

1. The provincial government will pay the following rates for ground ambulance services effective July 1, 1991 to June 30, 1992 for services where it has a direct responsibility. The Medical Examiner's Office sets the rates it will pay for the transportation of deceased persons.

	<u>Base Rate</u>	<u>Distance Rate</u>
E.R.U. (Emergency Response Unit)	\$103.00	\$2.00/km
B.L.S. (Basic Life Support)	\$129.00	\$2.00/km
A.L.S. (Advanced Life Support)	\$168.00	\$2.00/km

- Standby charges \$84.00 per hour; maximum 3 hours per claim

- Response fee where treatment only is provided: \$85.50

2. The base rate is payable for each patient in multiple patient trips. Mileage is split by the number of patients transported.
3. Charges per trip for ambulance services will be based on lowest standard of:
 - (a) Ambulance, or
 - (b) Personnel
4. Air ambulance escort: EMT-A and EMT-P personnel: \$74.00/hr

June 28, 1991



1991 - 92 A.A.O.A. RECOMMENDED RATES

	<u>BASE RATE</u>	<u>MILEAGE RATE</u>
A.L.S. (Advanced Life Support)	\$215.93	\$2.42/KM
B.L.S. (Basic Life Support)	\$179.94	\$2.42/KM
E.R.U. (Emergency Response Unit)	\$143.95	\$2.42/KM
RESPONSE FEE	\$116.96	\$2.42/KM
STANDBY CHARGES-PER HOUR	\$116.96	

FILE: c:\data\alan\memos\ambulanc.fee

DATE: July 16, 1991
TO: CITY CLERK
FROM: DIRECTOR OF FINANCIAL SERVICES
RE: AMBULANCE FEE SCHEDULE 1991 - 1992

As Council is aware, The City charges two different rates for ambulance services:

1. A lower rate for Blue Cross Subscribers and billings to the Province.
2. A higher rate for all other users.

The lower rate was implemented because Blue Cross refused to allow direct billing by The City unless The City charged Blue Cross subscribers at the Blue Cross approved rate. When The City did try and bill the higher rate, Blue Cross refused to allow direct billing. The seniors then made representation to Council because they said they could not afford to pay the invoices; then send them to Blue Cross for reimbursement and pay the part Blue Cross would not pay. The result of the two rate system is that the difference between the higher and lower rates is rapidly increasing. For 1991 - 1992 the higher rate will be almost 23% greater.

The Fire Chief has pointed out in his report that the higher rate is frequently having to be paid by people who cannot afford insurance coverage and are therefore finding it more difficult to pay the ambulance charge than many seniors who receive free Blue Cross coverage and would have most of the ambulance cost paid even if they were charged the higher rate.

It was also pointed out by the Fire Chief that because the Blue Cross rate does not recover the full cost of service the taxpayers are subsidizing ambulance users being charged the lower rate.

With the introduction of the new Ambulance Act, the current disparities will probably increase because additional standards under the new Act will increase the cost of providing the service.

The Province has apparently indicated ambulance operators would only receive a 3.5% increase this year. Because the Province recognizes the rate is not sufficient to reimburse costs, it has agreed to an additional 1.5%. The problem is the 5% increase is still less than inflation. Because the increase allowed by the Province has been less than inflation for a

City Clerk
July 16, 1991
Page 2

number of years, the part of the actual cost reimbursed by the Province has been reducing.

Council would appear to have a number of options:

1. Continue the two rate system.
2. Charge all users the A.A.O.A. approved rate.
3. Charge all users the Provincial approved rate.

The problems with the present two rate system and charging only the A.A.O.A. rate were discussed earlier.

If the Provincial approved rate was to be charged, then as an approximate estimate \$52,000 in revenue would be lost. This is the equivalent of a .3% municipal tax increase. In future years the subsidy required would probably increase faster than inflation because of higher costs under the new Ambulance Act and less than inflation increases allowed by the Province for rates.

Council has been trying to keep property tax increases below the rate of inflation even though costs have increased because of minimal Provincial grant increases (or even reductions) and costs passed down that had been funded by higher levels of government.

If Council wants to keep property tax increases below inflation, then it is necessary to make users of services responsible for the cost of the service. The City cannot continue increasing its subsidy to provide services.

If Council agrees that ambulance services should be paid for by user fees, then it is only equitable that all users; including seniors and other users on fixed or low incomes, pay the same rate. It is therefore recommended that the A.A.O.A. rate be charged for all ambulance users.

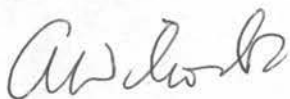
There is the possibility the Province, under the new Ambulance Act, could limit the ambulance rate charged all users to the Provincial approved rate. If this rate was charged, The City would lose at least \$35,000 per year in revenue or an increase of .2% in municipal property taxes..

The City administration has been reviewing the cost of providing ambulance service. For 1991 the net deficit is approximately \$580,000. Even at the A.A.O.A. approved rates The City would still have to subsidize the ambulance service by approximately \$9 per capita or \$530,000 per year.

City Clerk
July 16, 1991
Page 3

RECOMMENDATION

- That A.A.O.A. approved rates be charged all ambulance users.
- That representation be made through A.U.M.A. and directly to Provincial Ministers to have Provincial approved rates at least reimburse the average cost of providing ambulance service in the Province.



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

AW/mrk

c.c. Fire Chief

Commissioner's Order

It is also with regret that we must concur with the comments of the Fire Chief and Director of Finance and recommend Council approve the higher rates as outlined.

"M. C. Day"
City Commissioner

OLD
rerafted

DATE; July 5, 1991
TO: City Clerk
FROM: Fire Chief
RE; AMBULANCE FEE SCHEDULE 1991 - 1992

At their regular meeting of June 24, 1991, Council approved a recommendation not to implement a new rate schedule for ambulance service until August 1, 1991 in order to determine what the new Government fee schedule will be.

We have been informed by the Alberta Ambulance Operators Association that Alberta Health will not accept the recommendation of their own Task Force with respect to a proposed 12.5% increase in ambulance rates for the year 1991-1992, and have advised that they will increase their rates by only 5%.

With the implementation of the Ambulance Services Act this fall, there will be increased costs to ambulance operators to meet the regulations under the Act with respect to training standards, equipment standards etc. As was noted in our previous report to Council, the Alberta Ambulance Operators Association recognizes that in order for ambulance operators to reduce their dependency on subsidies, and recover the base cost of operations from user fees, all Government, non-government and Blue Cross subscribers must pay equivalent ambulance user charges.

The Alberta Ambulance Operators Association have recommended the following fee schedule for 1991 - 1992 to their members.

	<u>Base Rate</u>	<u>Mileage</u>
Advanced Life Support	\$215.93	\$2.42 km
Basic Life Support	179.94	2.42 km
Emergency Response Unit	143.95	2.42 km
Response Fee	116.96	2.42 km
Standby Chargers - per hour	116.96	

Over the years, the City has followed the rate schedule as recommended by the Alberta Ambulance Operators Association, however, with the lower rates paid by Blue Cross and Government agencies, we have ended up with a split rate as follows:

Rate Table for 1990 - 1991

City of Red Deer

Advanced Life Support

	<u>Basic Rate</u>	<u>Mileage</u>
Non-Government, Non Blue Cross	\$195.19	2.32 km
Blue Cross & Government	159.50	1.90 km

Basic Life Support

Non-Government, Non Blue Cross	150.15	2.32 km
Blue Cross & Government	122.50	1.90 km

Responding Fees

Non-Government, Non-Blue Cross	85.26	2.32 km
Blue Cross & Government	81.50	nil

Standby Charges (per hour)

Non-Government, Non-Blue Cross	97.60	nil
Blue Cross & Government	80.00	nil

It is our position that the split rate is unfair in that the taxpayer, and often persons least able to afford medical insurance to pay for ambulance usage, are subsidizing Government Services and Alberta Blue Cross.

Fourty per cent of our invoices are paid by Blue Cross, and in our agreement with Blue Cross, all invoices are paid within 30 days if we agree to charge rates set by them. However, as can be seen by the study initiated by Alberta Health, these rates are far below the base cost of operations, and it is with reluctance that we recommend the cancellation of our Blue Cross agreement.

Council is aware that a previous attempt to do this resulted in a severe "backlash" from seniors groups, but the fact remains the taxpayer is subsidizing Blue Cross because of their desire not to pay the cost of operations of the ambulance operators.

RECOMMENDATIONS

1. That The City of Red Deer cancel their ambulance agreement with Alberta Blue Cross.
2. That Council initiate the fee schedule as recommended by the Alberta Ambulance Operators Association.

Respectfully submitted

A handwritten signature in dark ink, appearing to read 'R. Oscroft', written in a cursive style.

Robert Oscroft
FIRE CHIEF

RO/cb

c.c. Director of Finance

DATE: June 25, 1991

TO: Fire Chief

FROM: Assistant City Clerk

RE: 1) ALBERTA AMBULANCE OPERATORS' ASSOCIATION
1991-1992 RATES
2) CANCELLATION OF AGREEMENTS FOR PROVISION OF
AMBULANCE SERVICES

I would advise that the Council meeting of June 24, 1991, consideration was given to your letter dated June 18, 1991 concerning the above topic and at which meeting the following motion was passed.

"WHEREAS the Provincial Government is now considering the passage of a new Ambulance Services Act which would repeal much of the Authority vested in municipalities by Sections 168, 169 and 170 of the Municipal Government Act, and restores that Authority to the Provincial Government;

AND WHEREAS the new Act contemplates that municipalities will continue to be responsible for the cost of operating an ambulance service within their jurisdiction and maintain the burden of financing without assistance from the Provincial Government, however, the Minister would reserve the right to determine the Fee Schedule to be charged for providing ambulance service;

AND WHEREAS the City currently provides ambulance services to various neighbouring municipalities;

AND WHEREAS the financial impact of the New Act on The City of Red Deer in providing ambulance services to neighbouring municipalities is not known at this time;

NOW THEREFORE BE IT RESOLVED that in order to protect the interests of the City in recovering all costs associated with providing ambulance services, Council of The City of Red Deer hereby agrees as follows:

1. That The City of Red Deer serve Notice of Termination of Ambulance Contracts to the County of Red Deer, Town of Penhold and the Village of Delburne effective December 31, 1991;

Fire Chief
June 25, 1991
Page 2

2. That to ensure the County of Red Deer, Town of Penhold and the Village of Delburne are not without ambulance service, at the option of each municipality, The City of Red Deer agrees to maintain ambulance service to each area with a thirty (30) day cancellation notice after December 31, 1991, subject to ambulance rates applicable at that time."

The decision of Council in this instance is submitted for your information and appropriate action. I would assume that once a new rate schedule can be determined, you will present this matter back to Council.

Trusting you will find this satisfactory.



Kelly Kloss
Assistant City Clerk

KK/jt

c.c. Director of Financial Services
Grants Manager

DATE July 16, 1991

TO:


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

FROM:

CITY CLERK

RE: AMBULANCE FEE SCHEDULE 1991 - 1992

Please submit comments on the attached to this office by July 16
1991 for the Council Agenda of July 22, 1991.


C. SEVCIK
City Clerk

DATE: July 23, 1991
TO: Fire Chief
FROM: City Clerk
RE: AMBULANCE FEE SCHEDULE - 1991-1992

Your report dated July 5, 1991 pertaining to the above matter received consideration at the Council meeting of July 22, 1991.

At the above noted meeting, Council passed the following motion.

"RESOLVED that Council of The City of Red Deer hereby approves the following Ambulance Fee Schedule for 1991-1992:

1. the approved Alberta Health rate for Blue Cross subscribers and billings to the Province;
2. the A.A.O.A. rate for all other users not included in 1. above;

said rates to become effective July 1, 1991."

I would further advise that the following motion was introduced at the July 22nd meeting.

"RESOLVED that Council of The City of Red Deer, having considered report from the Fire Chief dated July 5, 1991 re: Ambulance Fee Schedule 1991-92 hereby agrees as follows:

1. That The City of Red Deer cancel their Ambulance Agreement with Alberta Blue Cross;
2. That The City of Red Deer initiate the 1991-92 Fee Schedule as recommended by the Alberta Ambulance Operator's Association;
3. That representation by the City be made through A.U.M.A. and directly to Provincial Ministers to have provincial approved rates at least to reimburse the average cost of providing ambulance service in the province;

and as recommended to Council July 22, 1991."

Fire Chief
July 23, 1991
Page 2

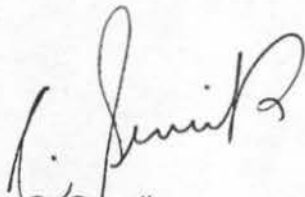
The foregoing resolution, however, was tabled to enable the administration to contact other municipalities supplying their own ambulance services with the objective of obtaining their support.

To summarize Council's action, the initial resolution quoted previously was passed as an interim resolution, pending support from other municipalities with regard to the second motion which was tabled. We would request that you contact other municipalities supplying their own ambulance services with the objective of obtaining their support, and report back to Council at your earliest convenience.

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

By way of a copy of this memo, we are requesting the Treasury Department to incorporate the new rates approved by Council in all invoices for ambulance service provided, effective July 1, 1991. In this regard, I am enclosing your report dated July 5, 1991 to Council (pages 41 to 47) which outlines the new rates approved by Council on an interim basis.

Trusting you will find this satisfactory.



G. Sevcik
City Clerk

CS/jt

c.c. City Commissioners
Director of Finance
Treasury Services Manager
Accounts Receivable Supervisor

NO. 7

DATE: July 16, 1991
TO: City Clerk
FROM: Engineering Department Manager
RE: **ROSS STREET AND 40 AVENUE INTERSECTION IMPROVEMENTS**

After conducting design and cost estimating for the above noted project (included in the 1991 Capital Budget), we have determined that widening to create full left turn channelization at the intersection cannot be done within our budget of \$200,000. While the normal construction required could have been done within the \$200,000 budget; because the work involves rerouting of some major power lines along 40 Avenue and Ross Street; the estimated cost has increased to approximately \$500,000 (over \$300,000 for E. L. & P. work alone).

We feel that this type of expenditure is not justifiable for the level of service improvement anticipated. However, other lesser improvements can be done at a substantially lower cost. These include:

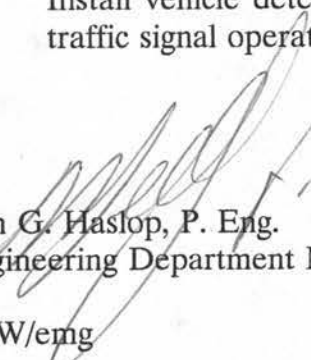
1. Flatten the curb return radii to improve right turn movements. Estimated cost \$25,000.
2. Installation of detector loops to improve the traffic signal operation from fixed time to vehicle actuated. This would enable us to provide more green time to the highest traffic volume, thus improving the capacity of the intersection. Estimated cost is \$15,000.
3. Should further improvements be necessary, removal of on-street parking within a one block radius of the intersection could be considered. This would be reviewed subsequent to the recommended improvements, and a report brought to Council if the parking removal is required.

City Clerk
Page 2
July 16, 1991

RECOMMENDATION

We respectfully seek approval from Council to:

- a. Cancel the Ross Street and 40 Avenue intersection widening proposed and approved in the 1991 Capital Budget.
- b. Reconstruct the curb returns on all four corners of the intersection.
- c. Install vehicle detector loops in all four legs of the intersection and improve the traffic signal operation.



Ken G. Haslop, P. Eng.
Engineering Department Manager

TCW/emg

c.c. Project Engineer
c.c. Traffic Engineer
c.c. E. L. & P. Manager
c.c. Parking Administrator

Commissioner's Comments:

We would concur with the recommendations
of the Engineering Department Manager.

"M. C. Day"
City Commissioner

DATE: July 24, 1991
TO: Engineering Department Manager
FROM: City Clerk
RE: ROSS STREET AND 40 AVENUE INTERSECTION IMPROVEMENTS

At the Council meeting of July 22, 1991, consideration was given to your report dated July 16, 1991 regarding the above and at which meeting Council passed the following motion.

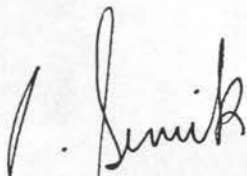
"RESOLVED that Council of The City of Red Deer, having considered report from the Engineering Department Manager dated July 16, 1991 re: Ross Street and 40 Avenue Intersection Improvements, hereby agrees as follows:

1. That the Ross Street and 40 Avenue intersection widening project as proposed and approved in the 1991 Capital Budget be cancelled;
2. That the curb returns on all four corners of said intersection be reconstructed;
3. That vehicle detector loops in all four legs of said intersection be installed to improve the traffic signal operation;

and as recommended to Council July 22, 1991."

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

Trusting you will find this satisfactory.


C. Sevcik
City Clerk

/jt
c.c. Project Engineer
Traffic Engineer
Bylaws and Inspections Manager

E. L. & P. Manager
Parking Administrator
Public Works Manager

NO. 1

DATE: July 9, 1991
TO: City Council
FROM: Assistant City Clerk
RE: WRITTEN ENQUIRY - ALDERMAN CAMPBELL -DANGEROUS ANIMALS

The attached documents relative to the above item were submitted to the Council meeting of July 8, 1991.

As Alderman Campbell was absent from said meeting, same has been deferred to this Council meeting.

Respectfully submitted,



Kelly Kloss
Assistant City Clerk

KK/jt

Att.

DATE: July 2, 1991
TO: City Council
FROM: City Clerk
RE: WRITTEN ENQUIRY - DANGEROUS ANIMALS

At the Council meeting of June 24, 1991, consideration was given to the following written enquiry submitted by Alderman Campbell.

"It has been reported again in Calgary that a young person was attacked by a vicious dog and badly hurt.

Please outline what problems the City of Red Deer has encountered with regard to dangerous animals.

In addition, please outline what legislation has been enacted provincially and municipally to reduce the risk of attack to the City of Red Deer.

Please include any suggestions or proposals that Council should consider to ensure that our cities are protected to the greatest degree that is reasonable."

Attached is the response to Alderman Campbell's written enquiry.



Kelly Kloss
Assistant City Clerk

KK/jt

Att.

DATE: July 2, 1991

FILE NO. 91-1701

TO: City Clerk

FROM: Bylaws and Inspections Manager

RE: **ALDERMAN CAMPBELL INQUIRY - DANGEROUS DOGS**

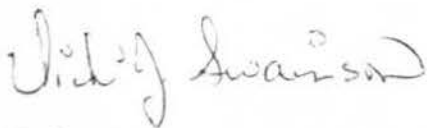
In response to the above, we have the following comments for your consideration.

Since January 1, 1990, the Animal Control Contractor has issued 11 tickets for dogs biting/attacking of which 6 were either found guilty or plead guilty; 2 warrants were issued, one withdrawn for lack of evidence and two are to be heard in court later this year. The fine for a breach of the Bylaw concerning biting/attacking is not less than \$200.00 nor more than \$2000.00. A scale of this size is intended to allow the Courts discretion in determining the severity of the incident. For example, a small dog's nip at a bicycle rider's ankles might merit a smaller fine than a larger animal's actually biting a person.

It was felt that, rather than trying to establish a bylaw that targeted a particular breed of dog, or to define what a "vicious dog" is, a large fine for any animal that threatened a person would be more appropriate.

It is our feeling that the present bylaw is working well and that we do not have a problem with vicious dogs. However, the potential for an incident always exists in the urban environment. We are not aware of any government legislation that would limit the City's responsibility for dealing with dogs.

Yours truly,



R. Strader

Bylaws and Inspections Manager

BUILDING INSPECTION DEPARTMENT

RS/vs

DATE: June 27, 1991
TO: Bylaws & Inspections Manager
FROM: Assistant City Clerk
RE: WRITTEN ENQUIRY - DANGEROUS ANIMALS

At the Council meeting of June 24, 1991, consideration was given to a Written Enquiry submitted by Alderman Campbell as noted below relative to problems in the City of Red Deer with regard to dangerous animals.

"It has been reported again in Calgary that a young person was attacked by a vicious dog and badly hurt.

Please outline what problems the City of Red Deer has encountered with regard to dangerous animals.

In addition, please outline what legislation has been enacted provincially and municipally to reduce the risk of attack to the City of Red Deer.

Please include any suggestions or proposals that Council should consider to ensure that our cities are protected to the greatest degree that is reasonable."

At the above noted meeting, Council agreed that the information as requested above would be provided. In this regard I would request that you provide the necessary information concerning this Written Enquiry for submission back to Council in due course.

Trusting you will find this satisfactory.



Kelly Kloss
Assistant City Clerk

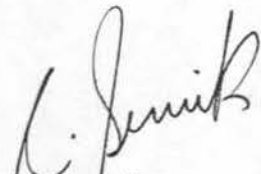
KK/jt

DATE: July 23, 1991
TO: Bylaws and Inspections Manager
FROM: City Clerk
RE: WRITTEN ENQUIRY - ALDERMAN CAMPBELL - DANGEROUS ANIMALS

The above referred Written Enquiry and your response to same were presented on the Council agenda of July 22, 1991.

At the Council meeting, Alderman Campbell indicated that he required additional information with regard to a specific incident involving a \$60.00 fine pertaining to a dog that attacked or was not under the owner's control somewhere in the vicinity of 30 Avenue and 32 Street. I do not know the date of this incident nor do I have any other particulars, however, I am certain you could contact Alderman Campbell for specifics.

Upon receipt of this additional information, we will place the matter back on a future Council agenda. We thank you for your assistance in this matter.



C. Sevcik
City Clerk

CS/jt

c.c. Alderman Campbell

3rd July 1991

The City of Red Deer
4914 - 48 Avenue
Box 5008
Red Deer, AB
T4N 3T4

Attn: City Council

RE: PROPERTY TAXES
6419 - 59 AVE.

Please find enclosed a cheque for \$2,523.67 being payment for taxes for the year 1991.

Please accept my sincere apologies for forwarding this cheque some 9 hours after the midnight deadline on 2 July. The reason for this is that I used to reside overseas and my business dealings were handled by a firm while I was out of the country. However, a few months ago we returned to Canada and all of my affairs have been taken over by myself. Unfortunately the mailing address for my property tax notices was not changed and this notice went to an old address where after it was passed on to my sister who delivered it to me late yesterday. I am certainly not trying to get out of paying my taxes but would sincerely appreciate your gratitude in waiving the penalty for payment after 2 July 1991.

Awaiting your reply I remain. Should you have any questions or require any additional information please do not hesitate to contact the undersigned at your convenience.

Yours sincerely,

"Larry J. Anderson"

136 Oakwood Place S.W.
Calgary, AB
T2V 3Y5

FILE: C:\DATA\ALAN\MEMOS\ANDERSON\TAX

DATE: July 15, 1991
TO: CITY CLERK
FROM: DIRECTOR OF FINANCIAL SERVICES
RE: LARRY ANDERSON - TAX PENALTY

The facts are as stated by Mr. Anderson. The tax payment was mailed on July 3, 1991. The payment was received by The City on July 8, 1991.

The Tax Collection By-law 2929/87 states:

"4(1). Should the full amount or any portion of the current year's taxes for the year stated in the Property Tax notice remain unpaid at 12:00 midnight on the last day of the month of June, then effective July 1, there shall be added to and form part of such unpaid taxes, by way of penalty, an amount equal to 9% of the unpaid taxes."


Interpretation Bulletin No. 16 issued by the Alberta Government Department of Municipal affairs states that when June 30 falls on a Sunday and July 1st on a Monday that the date for last payment would be July 2, 1991. When mail payments are sent the postmark date is deemed to be the date the payment was sent.

It is quite obvious from the information presented that the payment was mailed after the deadline date and the penalty should apply.

Mr. Anderson is asking Council to consider cancelling the penalty because the notice was sent to an old address. This is not an excuse because it is the taxpayer's responsibility to ensure property taxes are paid. It was Mr. Anderson's responsibility to obtain a copy of the bill. The City also places an advertisement in the newspaper advising taxpayers of the deadline date for payment of taxes.

RECOMMENDATION

- The tax penalty not be waived.



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

AW/mrk

c.c. Tax Supervisor

DATE: July 15, 1991
 TO: City Clerk
 FROM: City Assessor
 RE: PROPERTY TAX PENALTY
 ROLL #20-3-1020
 6419 - 59 Avenue

With reference to Mr. Larry J. Anderson's letter of July 3, 1991, may we advise that property tax penalties are levied on past due accounts in accordance with By-law #2247. The 1991 property taxes for the above described property were in the amount of \$2,523.67 which was outstanding as of July 3, 1991 and therefore a 9% penalty of \$227.13 was levied in accordance with the City's Bylaw. Payment was received on July 8, 1991 in the amount of \$2,523.67 and the envelope was postmarked July 3, 1991.

The tax notices were deposited in the mail on May 10, 1991. The Tax Department did not receive any change of address notice from Mr. Anderson; consequently the tax notice was mailed to c/o Lorretta Ferguson, Box 188, Eckville, Alberta. Tax Department records indicate that this mailing address has been used since March 16, 1987.

Section 114(2) of the Municipal Taxation Act States: "No taxation notice shall be considered irregular, incomplete or otherwise invalid and no exemption from taxation is conferred by reason of any error, omission or misdescription in any taxation notice or by reason of the non receipt of the notice by any person."

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

Recommend no cancellation of the penalty levied.


 Al Knight

AK/NF/dm
 Att.

Commissioner's Comments:

We would concur with the recommendations of the City Administration.

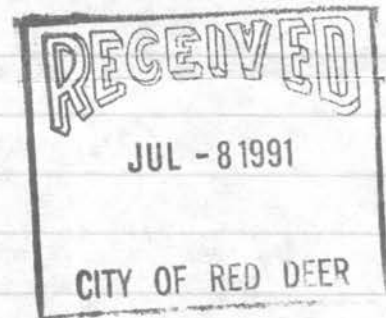
"M. C. Day"
 City Commissioner

THE City of Red Deer
4914 - 48 AVE
Box 5008.
Red Deer AB
T4N 3T4.

3RD JULY 1991

ATTN: CITY COUNCIL.

RE: PROPERTY TAXES.
6419 - 59 AVE.



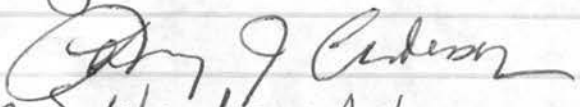
Please find enclosed a cheque for
\$2523.67 being payment for taxes
for the year 1991.

Please accept my sincere apologies
for forwarding this cheque some 9 hours
after the midnight dead line on 2 July.
The reason for this is that I used
to reside overseas and my business
dealings were handled by a firm while
I was out of the country. However a
few months ago we returned to Canada
and all of my affairs have been taken
over by myself. Unfortunately the mailing
address for my property tax notices
was not changed and this notice went
to an old address where after it was
passed onto my sister who delivered
it to me late yesterday. I am certainly
not trying to get out of paying my taxes but
would sincerely appreciate your gratitude.

in waiving the penalty for payment
after 2 July 1991.

Awaiting your reply I remain.
Should you have any questions or
require any additional information
please do not hesitate to contact the
undersigned at your convenience.

Yours sincerely.


136. DAKWOOD PLACE S.W. Lorry Anderson
CALGARY AB.
T2V 3Y5.

DATE July 8, 1991

TO:


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

FROM:

CITY CLERK

RE: LARRY ANDERSON - TAX PENALTY

Please submit comments on the attached to this office by _____
July 15 for the Council Agenda of July 22, 1991.


C. SEVCIK
City Clerk



THE CITY OF RED DEER

P. O. BOX 5008, RED DEER, ALBERTA T4N 3T4 FAX: (403) 346-6195

City Clerk's Department 342-8132

June 14, 1991

Mr. Larry J. Anderson
136 Oakwood Place S.W.
CALGARY, Alberta
T2V 3Y5

Dear Mr. Anderson:

RE: PROPERTY TAXES - 6419 - 59 AVENUE

Thank you for your letter in regard to the above, and we would advise that this matter will be presented to Red Deer City Council at its meeting on July 22, 1991

Please call this office on Friday prior to the said meeting to determine a suitable time, in the event you wish to be present.

Trust you will find this satisfactory.

Sincerely,

(Mr.) Kelly Kloss
Assistant City Clerk

/jt



*a delight
to discover!*

ROLL NUMBER	TAX YEAR	CODE	MORTGAGE NUMBER
20-3-1020	1991		

ARREARS	CURRENT TAX	BALANCE DUE
	2,523.67	2,523.67

6419 59 AV



PAYABLE ONLY BY MAIL OR AT CITY HALL

THE CITY OF RED DEER
PROPERTY TAX NOTICE

**THIS STUB MUST BE
RETURNED WITH YOUR PAYMENT.**



THE CITY OF RED DEER

P. O. BOX 5008, RED DEER, ALBERTA T4N 3T4 FAX: (403) 346-6195

City Clerk's Department 342-8132

July 23, 1991

Mr. Larry J. Anderson
136 Oakwood Place S.W.
CALGARY, Alberta
T2V 3Y5

Dear Sir:

RE: PROPERTY TAXES - 6419 - 59 AVENUE, RED DEER

I would advise that your letter of July 3, 1991 pertaining to penalty levy for late payment of property taxes regarding the aforementioned property, received consideration at the Council meeting of July 22, 1991.

At the above noted meeting, Council passed the following motion denying your request.

"RESOLVED that Council of The City of Red Deer, having considered correspondence from Larry Anderson dated July 3, 1991 re: Property Taxes, 6419 - 59 Avenue/ request to waive property tax penalty, hereby agrees that said request be denied, and as recommended to Council July 22, 1991."

The decision of Council in this instance is submitted for your information and I am also enclosing herewith the administrative comment which appeared on the July 22nd agenda (pages 57 and 58).

If you have any questions, please do not hesitate to contact the undersigned.

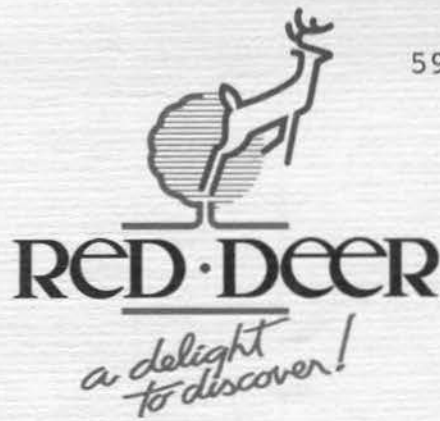
Sincerely,

C. Sevcik
City Clerk
CS/jt
c.c. City Assessor
Director of Financial Services



RED DEER

*a delight
to discover!*



July 10, 1991

Mayor R. J. McGhee and
Members of Council
The City of Red Deer

Dear Mayor and Members of Council:

The Red Deer Tourist and Convention Board recently reviewed Council's policy on grants to Community Service Organizations. We are aware that each year during budget discussions Council deals with a number of tourism related funding requests, based on this policy.

At its recent meeting, the Tourist Board passed the following resolution:

That the Red Deer Tourist and Convention Board requests that City Council provide an opportunity for the Tourist Board to comment on any tourism oriented requests received.

City Council has, by agreement, delegated responsibility for coordination of tourist promotion and development to the Red Deer Tourist and Convention Board. The Board suggests that, in order to carry out this responsibility on your behalf, an opportunity for the Board to offer comments on these grant requests be provided by Council.

Sincerely,

Bill Olafson, Chairman
RED DEER TOURIST AND CONVENTION BOARD

WM/mm

FILE: c:\data\alan\memos\grants.RDTC

DATE: July 15, 1991

TO: CITY CLERK

FROM: DIRECTOR OF FINANCIAL SERVICES

RE: REQUEST FROM THE RED DEER TOURIST AND CONVENTION BOARD TO COMMENT ON GRANT REQUESTS

The Red Deer Tourist and Convention Board is requesting Council provide an opportunity for the Board to review and comment on, any tourism related funding requests.

For 1991 during budget discussions Council approved a number of grant requests:

<u>ORGANIZATION</u>	<u>GRANT APPROVED</u>
Parkland Humane S.P.C.A.	\$ 20,000
C.N.I.B.	3,200
Red Deer Community Band Society	22,000*
Red Deer Airshow Association	20,000*
St. John Ambulance	5,000
Interpretation Canada	1,000*
Alberta Fish and Wildlife	1,000*
Alberta Shock Trauma Air Rescue Society	<u>5,000</u>
	<u>77,200</u>

It would appear that at least the four asterisk "*" marked grants could be considered as tourism related.

The procedure for grant requests is that they should be submitted to me by January 15th. The budget consideration is usually about a week later.

Most grant requests are received on or just before the deadline date. As a result, there may not be sufficient time to circulate them to the Board and have them returned prior to the budget meeting. The January 15th deadline could be moved up but it could mean financial data for the previous year might not be available.

City Clerk
July 15, 1991
Page 2 File: C:\data\alan\memos\grants.RDT

At the present time I do circulate requests from Recreation or Social Service groups to the Director of Community Services for comment. He is able, however, to normally provide me with comments within a couple of days.

It could be advantageous to Council to have comments from the Board on tourism related grants. If the Board could respond within the same time frame as The Director of Community Services, then I have no concern. If a number of other organizations start asking for the same privilege, then it could become a problem.

RECOMMENDATIONS

That grant requests be submitted to the Red Deer Tourist and Convention Board for comment subject to comments being received with a couple of days.



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

AW/mrk

Commissioner's Comments:

We would concur with the recommendations of the Director of Finance.

"M. C. Day"
City Commissioner

DATE: July 23, 1991

TO: Red Deer Tourist and Convention Board

FROM: City Clerk

RE: REQUEST TO COMMENT ON TOURISM-RELATED GRANT REQUESTS

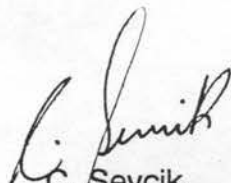
Your letter of July 10, 1991 pertaining to the above matter received consideration at the Council meeting of July 22, 1991 and at which meeting Council passed the following motion.

"RESOLVED that Council of The City of Red Deer, having considered correspondence from the Red Deer Tourist & Convention Board dated July 10, 1991 re: Request to Comment on any tourism-oriented requests, hereby agrees with said request, on the condition that they are able to provide comment on same within the timelines as outlined in the report from the Director of Financial Services dated July 15, 1991 concerning this topic, and as recommended to Council July 22, 1991."

The decision of Council in this instance is submitted for your information and I am also enclosing herewith the report from the Director of Financial Services referred to in the above noted resolution (pages 60 and 61).

As noted in the report from the Director of Financial Services, most grant requests are received on or just before the deadline date and, accordingly, it will likely be necessary for the Board to hold a special meeting upon short notice to submit comments back in a timely manner and in accordance with the deadline which will be spelled out in the memo from the Director of Financial Services.

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


C. Sevcik
City Clerk

CS/jt

Att.

c.c. Director of Financial Services



Industrial Machine Inc.

11650 - 156 STREET, EDMONTON, ALBERTA, T5M 3T5

62

NO. 3

TELEPHONE: (403) 451-6222

FAX: (403) 452-4355

July 9, 1991

The City of Red Deer
City Hall

Attention: Kelly Kloss
Assistant City Clerk

Re: Tender to Purchase An Ice Resurfacer

INDUSTRIAL MACHINE INC. would like to recommend that the issue of purchasing an Ice Resurfacer Machine be brought back to City Council based on the following points:

1) The City of Red Deer Tender Document clearly states: "THE LOWEST OR ANY TENDER RECEIVED WILL NOT NECESSARILY BE ACCEPTED. THE CITY OF RED DEER RESERVES THE RIGHT TO REJECT ANY OR ALL TENDERS, OR TO ACCEPT THE TENDER DEEMED MOST FAVORABLE IN THE INTEREST OF THE CITY."

ZAMBONI Bid.....\$54,500.00
Olympia Bid.....\$52,770.00
Difference.....\$ 1,730.00

2) At the Council Meeting, H.L. Leclair submitted a letter of objection. Although we did not see this letter, we assume, from comments made by City Council, that H.L. Leclair offered 4 extra blades.

3) For the purchase of a ZAMBONI, extra blades was not an issue because the City of Red Deer would be able to use their present stock of blades for the new ZAMBONI.

4) If the blade issue was the acceptable justification for recommendation to purchase the Olympia, after the close of the Tender, then we are prepared to offer a \$1730.00 credit against potential blade purchases.

...../



Industrial Machine Inc.

11650 - 156 STREET, EDMONTON, ALBERTA, T5M 3T5

63

TELEPHONE: (403) 451-6222

FAX: (403) 452-4355

Page 2.....

Our most important argument is that in the final outcome City Council went with their policy and defended the integrity of the Tendering Process. If this is their decision then the letter of objection from H.L. Leclair and their offer of extra blades must not be considered.

We feel that this is important enough to be reconsidered and brought back to City Council.

Robert A. Tessier

c.c. Ruth Boivin - Director of Purchasing
Lowell Hodgson - Recreation Department

July 10, 1991

64

CITY OF RED DEER

FAX: 403-346-6195

ATTN: RED DEER CITY COUNCIL
c/o KELLY KLOSS, ASSISTANT CITY CLERK

SUBJECT: ICE RESURFACER TENDER

Dear Sir:

Regarding the above noted tender, we have been advised that our competitor, Industrial Machine, has lodged a complaint and has formally requested that Town Council reverse their decision concerning the award of this tender.

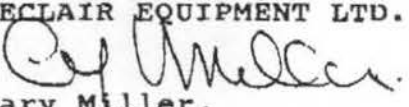
Their complaint, as I understand it, is that our offer of giving the city four additional ice shaver blades at no extra cost somehow influenced Council's decision. I would like to make the following points:

- 1) The extra cost to the City of Red Deer if these blades were to be purchased would be \$1,180.00 (\$295.00/blade). Accordingly, our total bid would be \$53,950.00, which would still make us the low bidder.
- 2) The original tender specified only two blades. Mr. Taylor only put in the point about the ice shaver blades as an objection to our unit after the bids were opened. In our original discussion with him and your purchasing department, the ice shaver blades situation was never discussed.
- 3) Both units tendered, Olympia and Zamboni, can do the job required for the City. However, Red Deer City Council voted down the motion of accepting the high bid. What is important and what Town Council considered is the integrity of the bidding system. We are low bid no matter how the situation is viewed--with or without the extra ice shaver blades.

Accordingly, we should receive the order.

Yours truly,

LECLAIR EQUIPMENT LTD.


Cary Miller,
President.

July 12, 1991

65

FAX: 403-346-6195

CITY OF RED DEER

ATTN: RED DEER CITY COUNCIL
c/o KELLY KLOSS, ASSISTANT CITY CLERK

RE: ICE RESURFACER TENDER

Dear Sir:

We have been advised that we are able to have a representative of our company present when you discuss again the above matter at your next council meeting on July 22nd.

We do not feel that our representative would have anything more to contribute to what has essentially become an internal policy decision of City Council.

We have proven and you have accepted the value and competence of our product. We thank you for the invitation and look forward to receiving the purchase order.

Yours truly,

LECLAIR EQUIPMENT LTD.



Cary Miller,
President.

CM/mf



FINANCIAL SERVICES POLICIES

Department: Treasury Services

Section: Purchasing

AUTHORITY	EFFECTIVE DATE June 5, 1989	NUMBER 2701
		PAGE 9 OF 13
TITLE Purchase Orders		

<u>Amount</u>	<u>Restriction</u>	<u>Authority to Purchase</u>
Over \$7,500	To determine the lowest acceptable bidder the criteria used are:	
	1. Must not be significantly deficient on important specifications or	(See previous page)
	2. Must deliver within the required time period, or	
	3. Past performance must be acceptable.	
	4. Must be lowest overall or end cost.	

Distribution of Purchase Order

When the purchase order is prepared it is distributed as follows:

1. If the purchase order is over \$2,000.00

<u>Distribution</u>	<u>Copy Color</u>
A. Purchasing	White and Yellow Copy

The remaining copies are forwarded to various signing authorities to be approved. After the proper approvals have been received the remaining copies are distributed by the Encumbrance Clerk as follows:

B. Mailed to Supplier	White Original and Blue
C. Accounts Payable Clerks	White
D. Purchasing	Green
E. Originating Department	Goldenrod
F. Encumbrance Clerk	Pink

FILE NO: R-36687

DATE: July 11, 1991

TO: Charlie Sevcik
City Clerk

FROM: Lowell Hodgson
Recreation & Culture Manager

RE: KINEX ICE RESURFACER

On Tuesday, July 9, I received a copy of the FAX letter to you from Industrial Machine Inc. concerning City Council's decision of July 8 for the purchase of an ice resurfacer. Industrial Machine is requesting this to be reconsidered by City Council, as both resolutions considered at the July 8 meeting were defeated and Industrial Machine feel the integrity of the bidding process was lost by Council considering a "letter of objection" after tender closing in which four extra blades were offered by Leclair Equipment Ltd of Montreal. Mr. Tessier, in his attached letter, now offers a credit of \$1,730.00 against potential blade purchases.

The original bids were:	Zamboni -	\$54,500.00
	Olympia -	<u>\$52,770.00</u>
	Difference:	\$ 1,730.00

If Council wish to accept the Olympia bid without regard to any offer of blades made after tender closing, then I believe that the integrity of the process stands. If, however, the Olympia bid were to be accepted because of the late offer of blades, then I believe that Mr. Tessier has a right to object and to make another offer of his own as well. City Council need to declare themselves on what basis they will make this decision.

In my July 2 memo, I recommended the high bid; however, that resolution was defeated by a tie vote. The resolution to award the tender to the low bid was likewise defeated through a tie vote, and the City Commissioner then declared our need to follow existing policy and award this tender to the low bidder.


The Recreation & Culture Department preference remains with the Zamboni for the reasons given in our report considered by Council, July 8. At the same time, we recognize that the Olympia will also perform well, as stated by both suppliers.

MEMO TO C. SEVCIK, CITY CLERK

July 11, 1991

Page 2

City Council needs to again consider these two bids and the appeal from Industrial Machine and to give clear direction to us as to the purchase of either machine.



LOWELL R. HODGSON
Recreation & Culture Manager

/ns

c Craig Curtis
Gord Stewart
Ruth Boivin
Alan Wilcock

DATE: July 15, 1991
TO: City Clerk
FROM: Public Works Manager
RE: **KINEX ICE RESURFACER**


The question of selecting this ice resurfacer has come to be more of a situation dealing with the tendering process than one of technical analysis.

When tendering a specialized piece of equipment we will often write our specifications around the brand of equipment we presently own, particularly if it has been doing a good job for us.

Once the specifications are established, we allow other suppliers of similar equipment to submit tenders as well. Prior to the close of tenders these suppliers are not accepted as equals, they are alternatives which we evaluate against the specifications. There will always be differences between different brands and we must analyze these and determine whether we believe these to be significant. Part of this evaluation does include required parts inventory, availability of service, etc.

Through out this evaluation process H.L. Leclair seems to be questioning the tender process and particularly this review of blades. In our evaluation of the tenders, ice blades was a very minor item. Leclair is the one who has been trying to make deals after the close of tenders by reducing prices and offering free blades. Now Industrial Machine is doing a similar thing.

Finally, it should be made very clear that Leclair were not the low bid because they did not meet the specifications. In analyzing the areas where Leclair did not meet specifications, the question is: Are these differences significant enough to warrant not accepting their tender? Our opinion is that they were significant enough and we should purchase the Zamboni, but this was only our opinion.



Gordon Stewart, P. Eng.
Public Works Manager

GAS/blm

cc Director of Engineering Services
Recreation and Culture Manager
Garage Superintendent
Director of Community Services

Director of Financial Services
Purchasing Agent

DATE: July 12, 1991
TO: CITY CLERK
FROM: DIRECTOR OF FINANCIAL SERVICES
RE: INDUSTRIAL MACHINE INCORPORATED - TENDER TO PURCHASE
AN ICE RESURFACER - ZAMBONI - CONTESTING AWARD

Council policy states that the low bidder will normally be accepted unless:

- a) Low bidder does not meet specifications materially
- b) Low bidder cannot deliver in time requirement
- c) The past performance of the low bidder is unacceptable.

The tenders were:

- | | | |
|----|------------|----------|
| 1. | Leclair | \$52,770 |
| 2. | Industrial | 54,500 |

Under Council policy the low tender from Leclair should be accepted unless all things considered Leclair is not low or does not satisfy the three criteria listed.

The City Administration recommended to Council the bid from Industrial Machine should be accepted because all things considered their opinion was it was low and met all specifications. The factors the City administration took into consideration were:

- 1. Ability to interchange blades between machines by maintaining the same equipment in each facility.
- 2. Better servicing provided by a firm based in Edmonton rather than Montreal.
- 3. Leclair has a stainless steel tank rather than polyethylene and could be subject to cracking.
- 4. Leclair does not have a hydrostatic transmission.
- 5. Leclair does not have an emergency brake.

City Clerk
July 12, 1991
Page 2 File: c:\data\alan\memos\industrial.mac

There was no cost attached to the above factors.

Council considered all the information presented by various parties and a resolution to award to Industrial Machine was lost on a split vote. The same thing happened on a vote to award to Leclair. Because Leclair was low bid, however, by Council policy the tender would be awarded to Leclair.

When considering awarding tenders Council makes a decision based on the prices submitted at the time tenders are received and on the financial analysis done by the City administration. Council cannot allow prices to be changed after tenders are submitted or it defeats the whole purpose of a sealed tender process. In this case I do not think Council allowed the offer of 4 extra blades to affect their decision. In a similar manner, Council should not consider the offer to reduce the price by \$1,730 as offered by Industrial Machine.

RECOMMENDATION:

That the tender be awarded to Leclair as decided by default at the July 8, 1991 Council meeting.



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

AW/mrk

DATE: July 15, 1991
TO: CITY COUNCIL
FROM: DON BATCHELOR, A/Director
Community Services Division
RE: KINEX ICE RESURFACER

As outlined in the report by the Recreation & Culture Manager, Council is requested to reconsider the awarding of the tender for an ice resurfacer to Leclair Equipment Ltd.

This reconsideration is based on the understanding expressed by Industrial Machine (Zamboni supplier) that the tender was given to Leclair because Leclair offered additional blades. Industrial Machine has now offered the same through a credit on the future purchase of blades. The issue of blades should not be considered an issue as both offers came after the tender closed. Awarding the ice resurfacer tender should be based on the "Purchase and Tendering" Policy #401 approved by Council in 1980 (see attached).

Although both machines, the Leclair and the Zamboni, meet the minimum tender specifications, the Zamboni was recommended by the administration primarily because the parts, servicing, and backup units available through Industrial Machine Inc. are more effective than through Leclair.

RECOMMENDATION:

That City Council reconsider the awarding of the ice resurfacer tender and that Policy 401 be relaxed to award the tender to Industrial Machine Inc. for a Zamboni unit.



DON BATCHELOR

DB/kl

Att.

c.c. Lowell Hodgson, Recreation & Culture Manager

Policy Section:
Finance

73

Page:
4 of 4

Policy Subject
Purchasing and Tendering

Policy Reference:
401

Lead Role:
Treasurer

Resolution/Bylaw:
June 30, 1980

PURPOSE

POLICY STATEMENT

<u>Amount</u>	<u>Restriction</u>	<u>Authority to Purchase</u>
Up to \$2,000	Where the recommended supplier is other than the low bidder, the purchase must be approved by the City Treasurer.	Purchasing Agent on receipt of written approval by Dept. Head or Superintendent as well as budget clearance
Over \$2,000	Where the recommended supplier is other than the low bidder, the purchase must be approved by the City Commissioner.	Purchasing Agent on receipt of written approval by Dept Head, City Treasurer as well as budget clearance.
Over \$7,500	Where the recommended supplier is other than the lowest acceptable bidder, the purchase must be approved by the City Council unless the difference is less than \$500 and/or Council has approved a similar purchase in a prior year. To determine the lowest acceptable bidder the criteria used are: <ol style="list-style-type: none">1. Must not be significantly deficient on important specifications or2. Must deliver within the required time period, or3. Past performance must be acceptable.	Purchasing Agent on receipt of written approval by Dept. Head, City Treasurer and City Commissioner as well as budget clearance.

6. After tenders have closed a summary of prices tendered (including unit prices) will be released to any member of the public upon request without charge. If a request for a copy of the whole tender received is requested, it will be provided upon payment of a fee based on the number of pages involved at \$1.00 per page but such fee will not be less than \$10.00.

Cross Reference

Remarks

Date of Approval:

Effective Date:

Date of Revision
May 13, 1991

File No. R-36681

The following documents appeared on the July 8, 1991 Council Agenda relative to the Ice Resurfacer Tender.

DATE: July 2, 1991
TO: MAYOR & CITY COUNCIL
FROM: LOWELL HODGSON
Recreation & Culture Manager
RE: ICE RE-SURFACER TENDER

We recently tendered for a Kinex Ice Re-surfacer, receiving two bids; one from Industrial Machine Inc. of Edmonton and one from Leclair Equipment Ltd. of Montreal. Industrial Machine bid on a Zamboni and Leclair on an Olympia.

Attached to this memo is a report and a recommendation from the Public Works Manager and Garage Superintendent, recommending the Zamboni from Industrial Machine Inc., even though they are not the low bid. We, therefore, need your approval in accepting this bid.

The alternate bid by both suppliers do not meet specifications, nor our needs, and therefore we must compare the two units that do.

Leclair's base bid is \$52,770.00 for an Olympia and Industrial Machine is for \$54,500.00, with our budget being \$54,000.00.

I add my support and the support of my Facility Superintendent, Harold Jeske, in recommending the Zamboni from Industrial Machine. We have Zamboni's in our other arenas and we would be able to interchange blades between these machines by maintaining the same equipment in each facility. Further to this, it might be easier to get servicing if, and when required with an Edmonton based company over one in Montreal. While I am aware that the Dawe Centre has an Olympia and are well satisfied with it, I feel for the reasons indicated in the Public Works Manager's memo and the benefit of only having to stock one type of blade, makes the Zamboni the better purchase.

Recommendation:

"THAT City Council support the purchase of a gas powered Zamboni at a cost of \$54,500.00 from Industrial Machine Inc. of Edmonton."



LOWELL HODGSON

LH/bao

attach.

c. Craig Curtis
Harold Jeske

DATE: June 20, 1991
 TO: Recreation and Culture Manager
 FROM: Public Works Manager/Garage Superintendent
 RE: **ICE RESURFACER TENDER**

We have reviewed the tender for the Ice Resurfacer. The original tenders are enclosed for your review.

Tenders were received from two bidders; Industrial Machine Inc., of Edmonton, with 1 base bid and two alternates for a Zamboni and Leclair Equipment Ltd., of Montreal, for an Olympia.

Our analysis of the tenders is as follows:

2. Industrial Machine - Alternative 2 (Quote #3)

Price: \$47,400

Specifications: small machine, does not meet specifications

1. Leclair Alternative Bid

Price: \$50,645

Specifications: Side dump, therefore not acceptable in this application.

3. Leclair Base Bid

Price: \$52,770

Specifications: Although the motor, size of machine, etc. are different we consider it to be equivalent in these aspects. However, we specified a hydrostatic transmission because it is our opinion that this type of transmission allows the hydraulics to operate at a constant pressure and the result is a smoother ice surface. This unit has a stainless steel tank for the water, rather than the polyethylene one specified. Our research indicates that problems have been experienced with stainless steel tanks cracking. We therefore do not recommend a stainless steel tank. This unit does not have an emergency brake as specified and we recommend that this safety feature be required.

4. Industrial Machine - Alternative 1 (Quote #2)

Price: \$54,205

Specifications: meets all specifications other than it is propane powered.

June 20, 1991
Recreation and Culture Manager
Page 2

5. Industrial Machine Base Bid (Quote #1)

Price: \$54,500

Specifications: meets all requirements of specifications (this model used as basis for drafting tender).

Ron Taylor talked with several owners of Olympia machines, and the Dawe Centre has one as well. Our analysis indicates that the cost per hour to operate is approximately equal.

Presently we have sufficient spare blades for the Zambonis. If we purchase the Olympia we would have to purchase spare blades. Eventually of course this would even out, but we may have to carry a little extra inventory.


We believe serious consideration should be given to the propane powered unit because of lower operating costs. If a propane unit is unacceptable, then we would recommend the unit which meets the specifications.

RECOMMENDATION:

That the City purchase the propane powered Zamboni at a cost of \$54,205. If propane power is not acceptable to you, then we would recommend the Zamboni at a cost of \$54,500 since it is the lowest bid meeting the specifications.

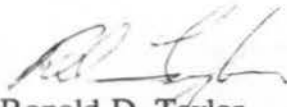
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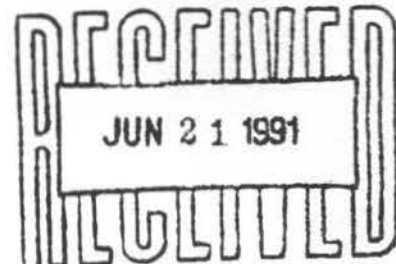
Since we are not recommending the lowest tender, you will require Council's approval for this purchase.


Gordon Stewart, P. Eng.
Public Works Manager

GAS/blm

Att.


Ronald D. Taylor
Garage Superintendent



DATE: July 2, 1991

TO: CITY COUNCIL

FROM: DON BATCHELOR
A/Director of Community Services

RE: ICE RE-SURFACER TENDER

The City of Red Deer arenas presently have two Zamboni ice re-surfacers which have operated over the past several years in a satisfactory manner. The tender of a new ice re-surfacer for the Kinex has revealed two comparable bids:

Leclair-Olympia	\$52,770.00
Industrial Machine Inc. - Zamboni	\$54,500.00

Although the Industrial Machine Inc. - Zamboni bid is a slightly higher bid, by \$1,730.00, the Zamboni is strongly suggested by the Recreation & Culture and Public Works Managers, as well as the Garage Superintendent for the following reasons:

- Uniformity, consistent in the ice re-surfacer fleet;
- Availability of servicing and parts from an Edmonton vs Montreal supplier;
- Familiarity of the Zamboni unit by operational and servicing staff;
- Stock and interchange of ice/snow removal blades;
- Proven dependability of the Zamboni machine.

RECOMMENDATION

That City Council support the purchase of a gas powered Zamboni, at a cost of \$54,500.00, from Industrial Machine Inc. of Edmonton.


DON BATCHELOR

:ad

c. Lowell Hodgson, Recreation & Culture Manager

Commissioners' Comments July 8, 1991

We would concur with the recommendation of the Recreation & Culture Manager. Council should note that we anticipate receiving \$500.00 by the sale of the old machine which would bring the purchase in on budget.

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

Commissioner's Comments:

July 22, 1991

With respect to the attached correspondence, Council will recall that in the view of the Administration, the Olympia bid at \$52,770.00 was the low bid, effectively meeting specifications, but for a number of reasons they recommended awarding the contract to the second low bidder, Industrial Machine Inc. (Zamboni) at a price of \$54,500.00. A motion to this effect was lost on a tie vote and although another motion to award the contract to the low bidder was also lost on a tie vote, it was our view that as Council had effectively taken no action, we should proceed according to standard City policy and award the contract for the Olympia.

The attached letter from Industrial Machine Inc. is questioning Council's judgment and requesting reconsideration. Should Council reconsider this matter, undoubtedly the other bidder will be at the next Council meeting requesting reconsideration yet again.

It would be our recommendation that Council consider the matter closed and that we proceed as outlined.

"M. C. Day"
City Commissioner

DATE July 9, 1991

TO:

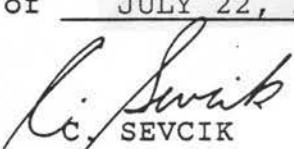
<input checked="" type="checkbox"/>	DIRECTOR OF COMMUNITY SERVICES
<input type="checkbox"/>	DIRECTOR OF ENGINEERING SERVICES
<input checked="" type="checkbox"/>	DIRECTOR OF FINANCIAL SERVICES
<input type="checkbox"/>	BYLAWS & INSPECTIONS MANAGER
<input type="checkbox"/>	CITY ASSESSOR
<input type="checkbox"/>	COMPUTER SERVICES MANAGER
<input type="checkbox"/>	ECONOMIC DEVELOPMENT MANAGER
<input type="checkbox"/>	E.L. & P. MANAGER
<input type="checkbox"/>	ENGINEERING DEPARTMENT MANAGER
<input type="checkbox"/>	FIRE CHIEF
<input type="checkbox"/>	PARKS MANAGER
<input type="checkbox"/>	PERSONNEL MANAGER
<input checked="" type="checkbox"/>	PUBLIC WORKS MANAGER
<input type="checkbox"/>	R.C.M.P. INSPECTOR
<input checked="" type="checkbox"/>	RECREATION & CULTURE MANAGER
<input type="checkbox"/>	SOCIAL PLANNING MANAGER
<input type="checkbox"/>	TRANSIT MANAGER
<input type="checkbox"/>	TREASURY SERVICES MANAGER
<input type="checkbox"/>	URBAN PLANNING SECTION MANAGER
<input checked="" type="checkbox"/>	<u>PURCHASING AGENT</u>

FROM:

CITY CLERK

INDUSTRIAL MACHINE INC. - TENDER TO PURCHASE
RE: AN ICE RESURFACER - ZAMBONI - CONTESTING AWARD.

Please submit comments on the attached to this office by JULY 10,
1991 for the Council Agenda of JULY 22, 1991.


C. SEVCIK
City Clerk


DATE: July 9, 1991
TO: Recreation & Culture Manager
FROM: Assistant City Clerk
RE: ICE RE-SURFACER TENDER

I would advise that at the Council meeting of July 8, 1991 consideration was given to your report dated July 2, 1991 concerning the above topic.

At the above noted meeting Council heard representation from both companies who bid with regard to this tender, following which two motions were introduced - one recommending the purchase of a Zamboni and the other recommending the purchase of an Olympia, however, both resolutions were defeated.

In this regard, no formal decision of Council was rendered and, as such, it would appear that Council's policy relative to acceptance of tenders should be followed.

I trust you will be advising the two companies of the outcome of this tender in due course. If you have any questions, please do not hesitate to call.



Kelly Kloss
Assistant City Clerk

KK/jt

c.c. Director of Community Services
Public Works Manager
Garage Superintendent
Director of Financial Services
Purchasing Agent

**THE CITY OF RED DEER**

P. O. BOX 5008, RED DEER, ALBERTA T4N 3T4 FAX: (403) 346-6195

City Clerk's Department 342-8132

July 10, 1991

Industrial Machine Inc.
11650 - 156 Street
Edmonton, Alberta
T5M 3T5

Attention: Robert A. Tessier

Dear Sir:

RE: ICE RESURFACER TENDER

I acknowledge receipt of your faxed letter dated July 9, 1991 regarding award of the above tender.

This item will be discussed at the July 22, 1991 Council meeting. If you wish to appear at said Council meeting, please telephone our office on Friday, July 19 and we will advise of the approximate time that Council will discuss this matter.

Council meetings begin at 4:30 p.m., recess for supper at 6:00 and reconvene at 7:00 p.m. If you wish to be present, would you please enter City Hall on the park side of the building and proceed to the second floor Council Chambers.

Following the Council meeting we will be contacting you by letter to advise you of the decision made by Council. If you have any questions in the meantime, please do not hesitate to contact the writer.

Sincerely,

(MR.) KELLY KLOSS
ASSISTANT CITY CLERK
KK/sp

*a delight
to discover!*



Industrial Machine Inc.

11650 - 156 STREET, EDMONTON, ALBERTA, T5M 3T5

TELEPHONE: (403) 451-6222

FAX: ~~(403)~~ 452-4355

TO: Kelly Kloss

FROM: Al Jossier

COMPANY: City of Red Deer

DATE: July 9/91

PAGES TO FOLLOW: (3)

FAX NO. 346-6195

As per our conversation.

I have discussed this
with Ruth 10 minutes

ago.



Industrial Machine Inc.

11650 - 156 STREET, EDMONTON ALBERTA, T5M 3T5

TELEPHONE: (403) 451-6222

FAX: (403) 452-4355

July 9, 1991

The City of Red Deer
City Hall

Attention: Kelly Kloss
Assistant City Clerk

Re: Tender to Purchase An Ice Resurfacer

INDUSTRIAL MACHINE INC. would like to recommend that the issue of purchasing an Ice Resurfacer Machine be brought back to City Council based on the following points:

1) The City of Red Deer Tender Document clearly states: "THE LOWEST OR ANY TENDER RECEIVED WILL NOT NECESSARILY BE ACCEPTED. THE CITY OF RED DEER RESERVES THE RIGHT TO REJECT ANY OR ALL TENDERS, OR TO ACCEPT THE TENDER DEEMED MOST FAVORABLE IN THE INTEREST OF THE CITY."

ZAMBONI Bid.....	\$54,500.00
Olympia Bid.....	\$52,770.00
Difference.....	\$ 1,730.00

2) At the Council Meeting, H.L. Leclair submitted a letter of objection. Although we did not see this letter, we assume, from comments made by City Council, that H.L. Leclair offered 4 extra blades.

3) For the purchase of a ZAMBONI, extra blades was not an issue because the City of Red Deer would be able to use their present stock of blades for the new ZAMBONI.

4) If the blade issue was the acceptable justification for recommendation to purchase the Olympia, after the close of the Tender, then we are prepared to offer a \$1730.00 credit against potential blade purchases.



Industrial Machine Inc.

11650 - 156 STREET, EDMONTON, ALBERTA, T5M 3T5

TELEPHONE: (403) 451-6222

FAX: (403) 452-4355

Page 2.....

Our most important argument is that in the final outcome City Council went with their policy and defended the integrity of the Tendering Process. If this is their decision then the letter of objection from H.L. Leclair and their offer of extra blades must not be considered.

We feel that this is important enough to be reconsidered and brought back to City Council.

Robert A. Tessier

C.C. Ruth Boivin - Director of Purchasing
Lowell Hodgson - Recreation Department

H. L. LECLAIR INC.185 Van Horne
Montreal, Quebec, Canada H2T 2J2

Tels (514) 277-1199 • 277-4167

TO: City of Red DeerATTN: Kelly Kloss + Ruth Boivin - (Please make copy
for Mrs. Boivin)FROM: Cary MillerDATE: July 10/91

SUBJECT: _____

YOUR FAX # 403-346-6195OUR FAX # 514-277-3277REMARKS: _____

_____THIS IS PAGE 1 OF 3IF YOU HAVE ANY PROBLEMS WITH THIS TRANSMISSION,
PLEASE CALL US IMMEDIATELY.

TOLL FREE

1-800 361-1776

URGENT DUE TO

H.L. LECLAIR INC.185 VAN HORNE, MONTRÉAL, QUÉBEC, CANADA H2T 2J2 — TÉL.: (514) 277-1186, (514) 277-4167
TOLL FREE / SANS FRAIS: 1-800-361-1776 FAX / TÉLÉCOPIEUR: (514) 277-3277

July 10, 1991

CITY OF RED DEER

FAX: 403-346-6195

ATTN: RED DEER CITY COUNCIL
c/o KELLY KLOSS, ASSISTANT CITY CLERK

SUBJECT: ICE RESURFACER TENDER

Dear Sir:

Regarding the above noted tender, we have been advised that our competitor, Industrial Machine, has lodged a complaint and has formally requested that Town Council reverse their decision concerning the award of this tender.

Their complaint, as I understand it, is that our offer of giving the city four additional ice shaver blades at no extra cost somehow influenced Council's decision. I would like to make the following points:

- 1) The extra cost to the City of Red Deer if these blades were to be purchased would be \$1,180.00 (\$295.00/blade). Accordingly, our total bid would be \$53,950.00, which would still make us the low bidder.
- 2) The original tender specified only two blades. Mr. Taylor only put in the point about the ice shaver blades as an objection to our unit after the bids were opened. In our original discussion with him and your purchasing department, the ice shaver blades situation was never discussed.
- 3) Both units tendered, Olympia and Zamboni, can do the job required for the City. However, Red Deer City Council voted down the motion of accepting the high bid. What is important and what Town Council considered is the integrity of the bidding system. We are low bid no matter how the situation is viewed--with or without the extra ice shaver blades.

Accordingly, we should receive the order.

Yours truly,

LECLAIR EQUIPMENT LTD.


Cary Miller,

President.

CITY OF RED DEER
ATTN: MR. KELLY KLOSS

LECLAIR EQUIPMENT LTD.
July 10, 1991

CM/mf

cc: Ruth Bolvin
Director of Purchasing
City of Red Deer

H.L. LECLAIR INC.185 VAN HORNE, MONTRÉAL, QUÉBEC, CANADA H2T 2J2 — TEL.: (514) 277-1186, (514) 277-4167
TOLL FREE / SANS FRAIS: 1-800-361-1776 FAX/TELECOPIEUR: (514) 277-3277

July 11, 1991

CITY OF RED DEER
FAX: 403-346-6195

ATTN: KELLY KLOSS, ASSISTANT CITY CLERK

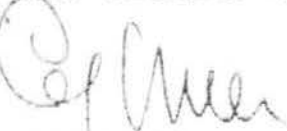
Dear Mr. Kloss:

Regarding the City Council meeting which was held July 8th, 1991, please advise if the minutes of this meeting are available to our firm.

Thanking you for your cooperation in this matter, I remain

Yours truly,

H.L. LECLAIR INC.

Cary Miller,
President.

CM/mf

**THE CITY OF RED DEER**

P. O. BOX 5008, RED DEER, ALBERTA T4N 3T4 FAX: (403) 346-6195

City Clerk's Department 342-8132

DATE: July 11, 1991

OUR FAX NO: (403) 346-6195

NUMBER OF PAGES INCLUDING THIS PAGE: 2FAX TO: H. L. LECLAIR INC.ATTENTION: CARY MILLER, PRESIDENTTHEIR FAX NO: 514 - 277 - 3277FROM: KELLY KLOSSDEPARTMENT: ASSISTANT CITY CLERK**MESSAGE AREA (if required):**

We have received your Fax this morning, and would advise that the July 8, 1991 Council Minutes are not available to anyone until approved at the July 22, 1991 Council meeting.

I am enclosing a letter mailed to you yesterday.

If you require anything further, please advise.

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

**THE CITY OF RED DEER**

P. O. BOX 5008, RED DEER, ALBERTA T4N 3T4 FAX: (403) 346-8195

City Clerk's Department 342-8132

July 10, 1991

H. L. Leclair Inc.
Leclair Equipment Ltd.
185 Van Horne
Montreal, Quebec
H2T 2J2

Attention: Mr. Cary Miller
President

Dear Sir:

RE: ICE RESURFACER TENDER

I acknowledge receipt of your faxed letter dated July 10, 1991 regarding award of the above tender.

This item will be discussed at the July 22, 1991 Council meeting. If you have an Alberta representative who wishes to appear at said Council meeting, please have him telephone our office on Friday, July 19 and we will advise him of the approximate time that Council will discuss this matter.

Council meetings begin at 4:30 p.m., recess for supper at 6:00 and reconvene at 7:00 p.m. If your representative wishes to be present, would you please request that he enter City Hall on the park side of the building and proceed to the second floor Council Chambers.

Following the Council meeting we will be contacting you by letter to advise you of the decision made by Council. If you have any questions in the meantime, please do not hesitate to contact the writer.

Sincerely,

(MR.) KELLY KLOSS
ASSISTANT CITY CLERK
KK/sp

*a delight
to discover!*

April 1, 1991

City of Red Deer
City of Clerk's Office, City Hall
4914 48 Avenue
P.O. Box 5008
Red Deer, Alta.
T4N 3T4

Submitted to City Council

Date: July 8/91

ATTN: CITY CLERK
RE: ICE RESURFACER (4/8-2:00)

Dear Sir:

Regarding the above noted tender, the specifications indicated are clearly aimed at our competitor's unit, the Zamboni model 520.

I have spoken with Heather of your purchasing department and with Mr. Ron Taylor of your mechanical services department and they have both indicated to me that this was clearly not the intention. Mr. Taylor confirmed to me in our conversation that although our ice resurfacer, the Olympia, does not meet the exact specifications of a Zamboni ice resurfacer, it does meet the general qualifications that you require. In fact, the City of Red Deer currently owns one Olympia ice resurfacer. Since there are only two manufacturers of ice resurfacers in North America at this time, we feel confident that our unit will be acceptable to you.

I would like to confirm the following details regarding the above noted tender that I verified with Mr. Taylor:

- 1) A wash water system is not included with this tender.
- 2) A side dumping machine is acceptable to the City of Red Deer as the snow will be dumped outside. Please note that I am also quoting on a front dump unit.
- 3) Included in the price of our tender is a complete operator training course which is given by our factory trained technician, who lives in Cochrane, Alberta.

City of Red Deer
ATTN: CITY CLERK

LECLAIR EQUIPMENT LTD.
April 1, 1991

If you have any questions, please feel free to call me on our toll free line or to contact our sales and service representative for your area, whose name and address appears below.

Yours truly,

LECLAIR EQUIPMENT LTD.



Cary Miller,
President.

CM/mf
encl.

CC: Marv Laye
c/o Big Hill Services
Box 1167
Cochrane, Alta.
TOL 0W0
Tel: 403-932-3188

April 19, 1991

CITY OF RED DEER
FAX: 403-346-6195

ATTN: RUTH BOIVIN, PURCHASING AGENT
SUBJECT: ICE RESURFACER TENDER (4/8-2:00)

Dear Ms. Boivin:

Regarding the above noted tender, I have spoken with Mr. Ron Taylor of your city garage.

Mr. Taylor indicated to me that the he and his associates have decided to go with the high bid, the Zamboni 520, for the following reasons. I understand the low bid Zamboni 400 is not being considered as it does not meet the snow and water specifications.

- 1) The City of Red Deer has a lot of Zamboni blades in stock and if they were to purchase our unit, they would have to purchase our sized ice shaver blades. The cost of our ice shaver blades is \$295.00 each. Even if you required 4 additional blades, the extra cost of \$1,180.00 would still, I believe, make our bid lower.
- 2) Mr. Taylor indicated that he is satisfied with the current Zamboni he has and sees no reason to change. I do not dispute his claim that he likes his current Zamboni. My question is, why would the City of Red Deer go out on public tender if the decision to purchase a particular brand or model has already been made in advance. This destroys the whole concept of the tender process. This decision also goes against the understanding that Mr. Taylor and Heather, of your purchasing department, promised me, that we would not be rejected for not being a Zamboni.

I am pleased to tell you that the City of Calgary has just purchased three more Olympias from us (see copy of order enclosed). This makes a total of 18 Olympia ice resurfacers that the City of Calgary has purchased from us over the last 12 years. These units are replacing their old Zamboni ice resurfacing fleet. We, too, have customers who are pleased with the our Olympia ice resurfacer over the long run. I have also enclosed another recent order from Brooks, Alberta.

The Olympia is currently the world's best selling ice resurfacer, and has been so for the last five years. It was used for the 1988 Winter Olympics at Calgary for the hockey and figure skating events. The Olympia will be at the 1994 Winter Olympics

City of Red Deer
ATTN: RUTH BOIVIN

LECLAIR EQUIPMENT LTD.
April 19, 1991

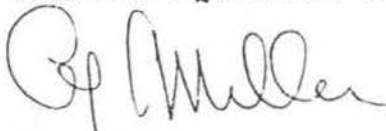
in Norway as well. Leclair's track record for service and product quality are second to none. We have had a long and positive history with the City of Red Deer and have sold over 60 Olympias to the province of Alberta alone.

I wish to make one final point. The City of Red Deer sent us this tender. Our company did not ask for or solicit this tender. As there are only two brands of ice resurfacers in North America, it is normal that we would receive a tender, since we distribute one of the brands. By asking us to quote, the City of Red Deer deemed our product an acceptable alternative. We are low bid in a public tender. Our unit meets all of the criteria. The reasons given for choosing the competitive bid are unsatisfactory because they have nothing to do with the performance of our ice resurfacers.

I look forward to speaking with you personally and to hearing your comments.

Yours truly,

LECLAIR EQUIPMENT LTD.



Cary Miller,
President.

CM/mf
encl.

April 23, 1991

CITY OF RED DEER
FAX: 403-346-6195

ATTN: RUTH BOIVIN, PURCHASING AGENT
SUBJECT: ICE RESURFACER TENDER (4/8-2:00)

Dear Ms. Boivin:

This letter is to confirm that six (6) additional ice shaver blades regarding the above noted tender would cost the City of Red Deer \$295.00 each or a total of \$1,770.00, including freight, plus GST.

At this time, I would like to express my concern that our company is being asked to supply more equipment than what is asked for in the original tender and what is being asked of our competitor. I also question the extra number of ice shaver blades required. Our experience is that six blades per unit is more than adequate. Nevertheless, we are still the low bidder. The performance and capabilities of the Olympia are not in question. We should, by all rights, receive this order.

I would also like to suggest the following in order to have both bidders quoting on the same level of equipment. The City of Red Deer should ask the other bidder, Industrial Machine, to also quote on eight (8) Zamboni ice shaver blades in total. Should the City of Red Deer decide to purchase a Zamboni, it will need to purchase these blades at some point in the future, as the existing ice shaver blades you currently have are not new and probably near the end of their useable life cycle. Furthermore, the City of Red Deer has other Zamboni ice resurfacers and any extra blades can be easily transferred to these units.

Moreover, when our bid price on the original quotation is given to City Council for their consideration, I request that our original quotation be the only valid price to be given, as the extra ice shaver blades are not in the original tender. Both bidders should be given equal treatment in terms of price presentation.

Finally, I am requesting that a presentation to City Council be granted to me. As you are aware, the recommendation from the

City of Red Deer
ATTN: RUTH BOIVIN

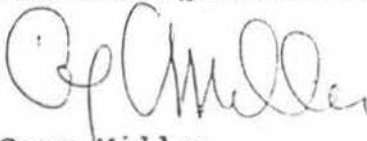
April 23, 1991

City garage will be to purchase the Zamboni. City Council will only hear one side of the story if, in fact, I am not allowed to make a presentation.

Please advise.

Yours truly,

LECLAIR EQUIPMENT LTD.

A handwritten signature in cursive script, appearing to read 'Cary Miller'.

Cary Miller,
President.

CM/mf

July 3, 1991

City of Red Deer
City Hall
4914 - 48th Ave.
Red Deer, Alta.
T4N 3T4

ATTN: MAYOR ROBERT MCGHEE
RE: ICE RESURFACER TENDER (4/9 - 2:00)

Dear Sir:

Our company has been a supplier to the City of Red Deer for the last 10 - 15 years. We have sold products such as ice resurfacing machines, hockey goal frames and nets, ice shaver blades, etc. to your city for your indoor and outdoor ice hockey surfaces. I believe we have an excellent reputation within your city regarding our product line, service and integrity.

In March of this year, your purchasing department sent us a tender for a new ice resurfacer. We did not solicit this tender. The specifications of the tender were directly aimed at our competitor, Zamboni, as distributed by Industrial Machine Ltd. of Edmonton.

It is not our policy to quote on tenders where we have no chance. Accordingly, I spoke with Heather of your purchasing department and Ron Taylor of your public works department. They both assured me that it was not their intention to exclude any other model, especially since there are only two manufacturers of ice resurfacers in North America. I was assured that our tender for the Leclair Olympia ice resurfacer would not be rejected on the grounds that we were not a Zamboni. I discussed the technical differences between our Olympia and the Zamboni with Mr. Taylor. He indicated to me that our Olympia ice resurfacer was an acceptable equivalent. We even discussed an alternative snow dumping method, which Mr. Taylor confirmed would also be acceptable. If you wish, we can send you copies of recent tenders from Calgary, Edmonton and Lethbridge showing that both the Zamboni and Olympia units are acceptable and equivalent. Based on this conversation with Mr. Taylor and your purchasing department, we formally submitted two quotations and were low bid in both cases (see copies enclosed).

When we first started to manufacture and sell our ice resurfacer in 1973, Zamboni had 100% of the market. Slowly, but surely, we increased our sales figures every year and constantly improved our product. We are proud to tell you that for the last five years, the Olympia is not only the best selling ice

City of Red Deer
ATTN: MR. MAYOR ROBERT MCGHEE

Leclair Equipment Ltd.
July 3, 1991

resurfacer in Canada, but throughout the world. The Olympia was chosen as the ice resurfacer for the hockey and figure skating events at the 1988 Calgary Olympic Games. The City of Calgary also just purchased three more Olympias. This order makes a total of eighteen Olympia ice resurfacing machines that the City of Calgary has purchased over the last twelve years, replacing their old fleet of Zambonis. I have enclosed a copy of the order from the City of Calgary as well as recent orders from Lacombe and Brooks.

Enclosed you will find a complete user's list. One of the major reasons cities and towns everywhere are switching to the Olympia is our lower maintenance and operating costs. Moreover, we have been led to believe that the City of Red Deer has an internal report showing the cost of maintaining the Olympia you currently own versus the Zamboni ice resurfacer. The report, we believe, shows significant cost savings in operating the Olympia.

Once the tenders were opened and we were the low bidder, Mr. Taylor's attitude changed and he began to voice certain objections to our product and our bid, which only earlier had been acceptable to him. I refer to the letter I sent to Ruth Boivin, Chief Purchasing Agent of the City of Red Deer (see copy enclosed). She called me to tell me that she agreed with my letter. A few days later, the cost of the extra ice shaver blades came up. It seems Mr. Taylor told Mrs. Boivin that the cost of our blades was \$375.00, which is incorrect. I confirmed to Mrs. Boivin that they were \$295.00 each (see copy enclosed). Mr. Taylor also noted that although he originally agreed that our optional snow dumping method was acceptable, he now changed his mind. This optional method was the lowest bid of the two tenders we submitted.

I spoke with Mr. Taylor several times on the telephone regarding our bid. My sales representative also went to see him personally. We even offered to show him our video demonstrating the safety and operational aspects for operators in driving and maintaining the Olympia. He refused. I have enclosed a copy of our video for your consideration. We know that our competitor, Industrial Machine Ltd., sells other municipal equipment to the City of Red Deer and perhaps Mr. Taylor has a good relationship with them. However, this is no reason for Mr. Taylor to make misleading comments about our Olympia in his final report to Mrs. Boivin.

I would like to review these comments at this time.

- 1) Mr. Taylor says that the Zamboni hydrostatic transmission makes superior ice to our automatic transmission. I do not believe Mr. Taylor offers any empirical or scientific evidence of this.

City of Red Deer
ATTN: MR. MAYOR ROBERT MCGHEE

Leclair Equipment Ltd.
July 3, 1991

The Olympia was chosen as the ice resurfacer for the 1988 Calgary Olympics for figure skating as well as the 1994 Olympic Games in Norway. The ice surface required by these skaters must be perfect. The Olympia is also used in the National Hockey League, Western Hockey League and American Hockey League. The Olympia ice resurfacer has been at Skate Canada, the Canadian Figure Skating Championships and the World Figure Skating Championships. The Olympia was also the ice resurfacer of choice by the professional ice makers for the recent CBC special, featuring Canadian world champion Brian Orser. This event was filmed outdoors on Lake Louise in Banff under the most trying of conditions in terms of ice resurfacing. We are gratified that the professionals hired by the CBC chose the Olympia, not the Zamboni.

Finally, I would like to point out that the Zamboni 552 does not use a hydrostatic transmission.

- 2) Mr. Taylor states that our stainless steel water tanks crack and split. To the best of my knowledge, I do not know of this occurrence. I am requesting that Mr. Taylor offer proof of this.
- 3) Mr. Taylor complains that we have no emergency parking brake. We do, however, have a standard parking brake which acts in the same manner as an emergency parking brake. We believe Mr. Taylor is confusing the differences between a hydrostatic and an automatic transmission. A hydrostatic transmission is hydraulically driven and therefore does not have any holding mechanism for the vehicle. It requires a parking brake of some kind.
- 4) The additional ice shaver blade problem should not be a deciding point. I believe I stated my response in my letter to Mrs. Boivin. However, in order to resolve this issue, I am willing to include four additional ice shaver blades at no extra cost to the City of Red Deer.

Now that I have answered the objections to the Olympia, I would like to ask some questions about the Zamboni unit Mr. Taylor specified. The Zamboni Company has two different motors, a 63 horse power motor and 53 horse power motor. The 63 horse power is used for the 500 series units, while the 53 horse power was primarily designed for use in the smaller 400 series, which has 85% of the snow and water capacities of the larger 500 series.

We are aware that, from time to time, Zamboni does sell a model 520, which uses this smaller horse power motor. We believe they do it in order to reduce costs and selling price. However,

City of Red Deer
ATTN: MR. MAYOR ROBERT MCGHEE

Leclair Equipment Ltd.
July 3, 1991

what does this say about the long term reliability of the smaller motor carrying loads in a larger unit for which it was not originally intended. Why would Mr. Taylor accept this smaller motor, as Zamboni bid the model 520 and not the model 500.

I have enclosed the following Zamboni ice resurfacer catalogues:

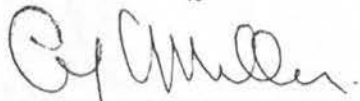
- 1) Zamboni 500 showing the 63 horse power motor
- 2) Zamboni 400 showing the 53 horse power motor
- 3) Zam-O-Gram newsletter talking about the model 400

Finally, Mrs. Boivin has indicated to us that this matter will come before Town Council on July 8th. She has further indicated that representatives of our firm are entitled to speak before Town Council. We look forward to the opportunity to discuss this matter.

The tender process is obviously in question here. We were assured our bid and product were acceptable. If Mr. Taylor wanted to buy a Zamboni, why go through the charade of a public tender. Just forward Zamboni the order. This concept of knocking or downgrading our product without merit is not acceptable. We will defend our product to the maximum because we believe in it.

Yours truly,

LECLAIR EQUIPMENT LTD.



Cary Miller,
President.

CM/mf
encl.



Industrial Machine Inc.

11650 - 156 STREET, EDMONTON, ALBERTA, T5M 3T5

*Not given to Council
as Council did
not agree to
reconsider*

ls.

TELEPHONE: (403) 451-6222

FAX: (403) 452-4355

Hi-Way
Sandspreaders

July 22, 1991

TO: City of Red Deer City Council

From: INDUSTRIAL MACHINE INC.

Re: Tender to Purchase an Ice Resurfacer


Please find attached a copy of the City of Red Deer Request for Tender for an Ice Resurfacer.

As the question of extra blades continues to be an issue please refer to Page 3 Item 17. "Options - Extra Blades" for our explanation.

In our opinion placing an order for (6) additional blades, required with the Olympia machine but not with the Zamboni machine, should be considered part of the tender.

The City of Red Deer user department had determined that (6) blades would be required, to be used on a rotation basis, to fulfil the needs of a double pad facility for which you are tendering for an Ice Resurfacer.

Thank you for re-considering this matter.


Robert A. Tessier

c.c. Kelly Klos - Assistant City Clerk

Trackless
Municipal Vehicles

VOHL
Snowblowers

Zamboni Ice
Resurfacers

THE CITY OF RED DEER
City Clerk's Office, City Hall
4914 48 Avenue
P.O. Box 5008
Red Deer, Alberta
T4N 3T4

Telephone No. 403-342-8271
FAX No. 403-346-6195

The City of Red Deer will NOT accept bids by
FAX for any 2:00 p.m. tender openings.

The City of Red Deer reserves the right to remove you from
its mailing list if more than three successive tender
requests are not acknowledged by your company.

DATE: March 13, 1991

Industrial Machine Shop Inc.
11650 156 St.
Edmonton, AB
T5M 3T5

Will you kindly insert a price for the supply of the item(s) listed below/attached which is/are required by The
City of Red Deer. Prices are to be quoted f.o.b.

MAINTENANCE GARAGE, 5436 47 STREET, RED DEER, ALBERTA - FREIGHT PREPAID

G.S.T. MUST BE SHOWN AS A SEPARATE AMOUNT FOR EACH ITEM. ZERO-RATED AND G.S.T.
EXEMPT ITEMS MUST BE IDENTIFIED AS SUCH.

TENDERS WILL BE RECEIVED IN THE OFFICE OF THE CITY CLERK, CITY HALL, UP TO:
2:00PM, APRIL 8, 1991 ATTENTION CITY CLERK.

ALL ENVELOPES CONTAINING TENDERS ARE TO BE SEALED AND MARKED:

"ICE RESURFACER (4/8-2:00)"

Bidders are advised that all prices tendered below/attached must be firm and on a terms basis of net cash 30 days. Any tenders bearing
other terms will not be accepted.

All tenders received, and all orders subsequently placed, shall be subject to the conditions specified on the reverse hereof.
PLEASE READ REVERSE THOROUGHLY.

RUTH T. BOIVIN
Purchasing Agent

SPECIAL INSTRUCTIONS: STATE MAKE & MODEL NUMBER TO BE SUPPLIED. COMPLETE
DESCRIPTIVE & ILLUSTRATIVE LITERATURE MUST ACCOMPANY EACH QUOTATION. BIDS WITHOUT
THIS WILL NOT BE CONSIDERED.

ITEM NO.	QTY.	DESCRIPTION	UNIT PRICE
1.	1	Ice Resurfacing Machine meeting attached specifications.	\$ 54,500. ⁰⁰
		G.S.T.	\$ 3815. ⁰⁰
		TOTAL INCLUDING G.S.T.	\$ 58,315. ⁰⁰

MAKE TO BE SUPPLIED: ZAMBONI

MODEL NUMBER: 520

For hand-written bids, bidders must use black ink only - blue ink not acceptable.

If this tender includes, in whole or in part, the supply of any goods, make and catalogue numbers must be stated. Bids without this will not be considered.

GOODS AND SERVICES TAX MUST BE SHOWN AS A SEPARATE AMOUNT FOR EACH ITEM.

If a bidder should find any discrepancies in, or require any clarification to this request, he should immediately notify the Purchasing Agent for The City of Red Deer who will, if necessary, issue such correction or clarification to all bidders.

All tenders must be submitted hereon. Tenders submitted on any other form may be rejected. Tenders submitted in any other manner or containing conditions or specifications other than listed hereon may cause rejection of that tender except as hereinafter provided.

THE CITY OF RED DEER RESERVES THE RIGHT TO WAIVE ANY FORMALITY OR INFORMALITY IN THE PROCUREMENT OF THE GOODS AND/OR SERVICES INDICATED HEREON.

* **THE LOWEST OR ANY TENDER RECEIVED WILL NOT NECESSARILY BE ACCEPTED. THE CITY OF RED DEER RESERVES THE RIGHT TO REJECT ANY OR ALL TENDERS, OR TO ACCEPT THE TENDER DEEMED MOST FAVORABLE IN THE INTEREST OF THE CITY.**

The contractor shall maintain at all times during the period of the contract adequate liability and fidelity insurance to protect and save harmless the City from any and all claims which may arise by reason of this contract.

All contractors working in the City **MUST** have a City Business License.

Acceptance of any tender shall be in the form of a City of Red Deer Purchase Order issued to the successful bidder. The Acknowledgement of this order shall be signed and returned immediately to the Purchasing Department.

ALL TENDERS SUBMITTED SHALL BE FIRM FOR ACCEPTANCE WITHIN 90 DAYS OF RECEIPT OF SAME.

Bidders are invited to submit alternative proposals for the supply of goods and/or services specified herein, which provide substantially the same as specified herewith, except at a reduced cost to the City. Such alternatives should be made on company letterhead and clearly marked as an alternative and set out in very specific detail the goods and/or services to be provided. Such alternative proposals shall be made in addition to the specifications requested hereby.

Tenders which close at 12:00 noon are **NOT** public tender openings, but bid results may be obtained by phoning 342-8271 after 3:00 p.m. on the next working day after the day set for receipt of tenders.

Bids by FAX for 12:00 Noon openings which are tenders under \$50,000 will be accepted provided that the FAXED copy is a duly completed and signed copy of The City of Red Deer tender form.

Tenders which close at 2:00 p.m. are public tender openings. **THE CITY OF RED DEER WILL NOT ACCEPT BIDS BY FAX FOR ANY 2:00 P.M. OPENINGS.**

The bidders use the FAX machine at their sole risk and the City accepts no responsibility in the event of error or omission.

ITEM NUMBER ONE

Page 1 of 3 pages
File No. _____

The following specifications are intended to convey the general minimum requirements of the equipment required. UNLESS OTHERWISE SPECIFIED, reasonable alternatives will be considered and tenders quoting on what they feel are feasible alternatives to any point of the specifications must give full details, indicating where their bid does not agree with our specification.

INSTRUCTIONS TO TENDERERS - READ FULLY AND CAREFULLY

1. One complete set of specification documents must be completed and returned attached to the tender form.
2. The "Yes", "No", and "Deviation" columns form an integral part of this tender and must be filled in by the bidder and signed or his bid will not be considered. Tick "Yes" or "No" in the appropriate column to indicate for each item of the specification, whether or not equipment offered by you meets the specification. If "No", a full explanation must be given. Deviation from specification does not necessarily mean no consideration by The City of Red Deer.
3. The successful tenderer will, on delivery of the unit to the department concerned, be required to ensure that parts manual, instruction booklets, guarantee certificates, etc. are delivered to the City of Red Deer, Civic Garage, 5436 - 47 Street, Red Deer, Alberta.
4. Attach all literature and specification sheets pertaining to equipment offered.
5. Full terms of guarantees offered must be included with the tender.

GENERAL DESCRIPTION: To supply the City of Red Deer with one (1) new 1991 Ice Resurfacing Machine generally meeting the following specifications.

DETAILED SPECIFICATIONS

=====		=====		=====	
Item #	Specifications	Yes	No	Deviation (attach extra sheet if nec.)	
=====		=====		=====	

General

It is the intent of these specifications to describe a self propelled ice rink resurfacing unit. Unit shall be the latest model and so designed that the following can be achieved with a one-man operation:

Plane the ice
Pick up and store snow
Wash and squeegee ice surface
Distribute water for freezing sheet of ice
Dump snow from storage tank

YES _____

Detailed Description

The unit shall conform to the following minimum requirements.

1. Chassis - shall be equipped with four (4) wheel drive and front wheel steering. Control of steering is to be done by an automobile-type steering wheel.

YES _____

2. Power plant - shall consist of four (4) cylinder, gasoline engine with a rating of at least 54 hp, driving the hydrostatic transmission and auxiliary hydraulic power through a gear reduction box. For emergency service, a hydraulic hand pump capable of lifting the dump tank and the conditioner will also be included.

YES _____

EQUIPMENT SPECIFICATION SHEET

Detailed Specifications (continued)

Items	Specifications	Yes	No	Deviation (attach extra sheet if nec.)
3.	Transmission - machine shall be equipped with a hydrostatic transmission (as distinguished from an automotive style manual or automatic transmission). <u>Hydrostatic transmission shall enable operator to use full hydraulic power at any vehicle speed and shall be equipped with a bypass valve to allow towing if engine is inoperative.</u>	<u>YES</u>	—	—
4.	Axles - Minimum capacities of axles shall be: Front - 1,950 kg. (4,300 lbs.) Rear - 2,903 kg. (6,400 lbs.)	<u>YES</u>	—	—
5.	Shaving and conditioning of unit - Steel ice shaving blade shall not be less than 195.6 cm (77") long. Blade holding apparatus shall secure the blade so that the ends are tapered upward approximately 1.52 mm (1/16") to ensure a feather edge effect under normal shaving conditions. <u>Shaving apparatus shall include a spring loaded down pressure system that provides constant downward force on the shaving blade.</u>	<u>YES</u>	—	—
6.	Snow conveyor - Snow shall be collected and carried from the surface of the ice by means of a conveyor system which throws the snow into the snow dump tank by a high capacity slinger of approx. 40.6 cm (16") diameter. All conveyor augers shall have a minimum diameter of 25.4 cm (10") and shall be double flighted. A separate hydraulic pump to power each auger will be provided.	<u>YES</u>	—	—
7.	Snow dump tank - Snow collection tank shall dump forward from a minimum height of 121.9 cm (48"). Dump tank shall be enclosed and be capable of holding a minimum of 2.83 cu. meters (100 cu. ft.) of snow. <u>Dump tank shall also be able to hold at least 416 litres (92 Imp. Gal.) of water that can be dumped at a location away from the ice surface.</u>	<u>YES</u>	—	—
8.	Water storage - 160 Imp. Gal. polyethylene water tank utilizing 60 gallon wash water tank equipped with wash water. Transfer - giving 220 gallons of water capacity. Unit not equipped with wash water system.	<u>YES</u>	—	—
9.	Tires - 7 X 15 6 ply rating nylon tires with double-shoulder tungsten tip studs for traction.	—	—	—
10.	Exhaust - vertical discharge catalytic convertor/muffler combination	<u>YES</u>	—	—
11.	Urethane non-marking guide wheel.	<u>YES</u>	—	—
12.	Front snow dump tank	<u>YES</u>	—	—
13.	Hydraulically controlled board brush	<u>YES</u>	—	—
14.	Gas tank 11 Imp. Gal. (49 l)	<u>YES</u>	—	—
15.	Hydraulic oil tank 21 Imp. Gal. (94.6 l)	<u>YES</u>	—	—
16.	Vehicle dimensions: Overall length - snow tank down 159" (4.04 m) - snow tank up 198" (5.03 m) Overall height - snow tank down 85" (2.13 m) - snow tank up 154" (3.91 m) Overall width - 83" (2.11 m)	<u>YES</u> <u>YES</u> <u>YES</u>	— — —	— — —

EQUIPMENT SPECIFICATION SHEET

Detailed Specifications (continued)

Items	Specifications	Yes	No	Deviation (attach extra sheet if nec.)
✱	Turning radius - at conditioner - 16' (4.86 m)	YES	—	—
	Vehicle weight (empty) - 6300 lbs. (3856 kg)	YES	—	—
17. Options -	Sight gauge water level	YES	—	—
	Gauge Package (oil pressure, hour meter, ammeter, coolant temperature)	YES	—	—
	Backup alarm	YES	—	—
	Extra blade MACHINE STANDARD WITH (2) BLADES. — 340. ⁰⁰ EXTRA FOR ADDITIONAL BLADES	YES	—	—
	Plastic conditioner runners (RUNNER)	YES	—	—
	Emergency parking brake	YES	—	—
	Blade cover	YES	—	—
	Spare tire and wheel	YES	—	—
	Hydraulic jack for raising unit	YES	—	—
18. Shop, parts and two operator's manuals to be included		YES	—	—
19. State warranty coverage		1 YEAR	—	SEE ATTACHED ZANSONI WARRANTY STATEMENT.
	Delivery date will be 6 WEEKS FROM RECEIPT OF ORDER.			



THE CITY OF RED DEER

P. O. BOX 5008, RED DEER, ALBERTA T4N 3T4 FAX: (403) 346-6195

City Clerk's Department 342-8132

July 23, 1991

Industrial Machine Inc.
11650 - 156 Street
EDMONTON, Alberta
T5M 3T5

Attention: Mr. Robert A. Tessier

Dear Sir:

RE: ICE RESURFACER TENDER

Your letter of July 19, 1991 requesting Council to reconsider its decision concerning the Ice Resurfacer Tender, was included on the Council agenda of July 22, 1991 for Council's consideration.

At the above noted meeting, Council denied your request for reconsideration of this matter. As a result, the City will proceed according to standard City policy and award the contract for the Olympia.

We thank you for your letter in this instance and for taking the time to come to the Council meeting of July 22, 1991. If you have any questions, please do not hesitate to contact the undersigned.

Sincerely,

C. Sevcik
City Clerk
CS/jt

c.c. City Commissioner
Director of Community Services
Director of Financial Services

LeClair Equipment Ltd., 185 Van Horne, Montreal, Quebec, H2T 2J2

Cary Miller, President

Recreation & Culture Manager
Public Works Manager
Purchasing Agent



*a delight
to discover!*



PUBLIC WORKS,
SUPPLY AND SERVICES
Realty Division

79

NO. 4

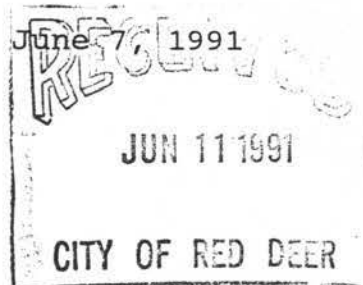
College Plaza, 8215 - 112 Street, Edmonton, Alberta, Canada T6G 5A9

Fax No.: (403) 422-2113
Telephone No.: (403) 427-7644

DOUBLE REGISTERED

Our File: L9328A-2

The City of Red Deer
Box 5008
Red Deer, Alberta
T4N 3T4



Dear Sirs:

RE: LEASE AGREEMENT FOR A PARCEL OF LAND - BOWER PLACE SCHOOL
SITE - 75 BOYCE STREET - RED DEER, ALBERTA

This has reference to the Lease Agreement dated December Tenth (10th), 1987 (the "Agreement") between The City of Red Deer (the "Landlord") and Her Majesty the Queen in the Right of the Province of Alberta as represented by the Minister of Public Works, Supply and Services (the "Tenant") for the provision of land legally located at Lot R-4 (Reserve), Block Four (4), Plan 7821624 containing Eight and Thirty-Three Hundredths (8.33) acres more or less (N.W. 4-38-27-4), Red Deer, Alberta whereon a portable classroom No. A0118A/B - T0228/T0229 - Serial No. 248850476A/B has been placed. The Agreement is for a term ending August Thirty-First (31st), 1991 for a total consideration of One (\$1.00) Dollar.

In accordance with the Agreement the Landlord and Tenant may agree to renew upon the same terms and conditions, including rental.

The Landlord and Tenant agree that for the consideration of One (\$1.00) Dollar paid by the Tenant to the Landlord (receipt of which is hereby acknowledged), the Agreement shall be renewed for a further term of Fifteen (15) years commencing September First (1st), 1991, upon the same terms and conditions, including rental.

. . . 2

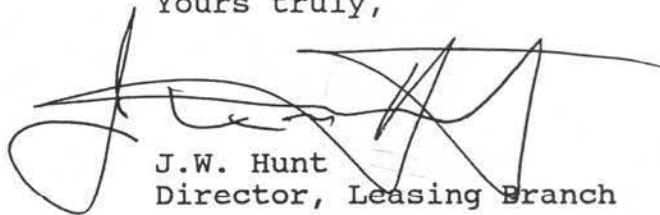
In addition, Clause 3(d) as set out on page 4 of the Agreement shall be amended as follows:

- "3. (d) That either party may, during the term or any renewal thereof, terminate this Lease at the end of any School Year, as hereinafter defined, by giving the other party notice of termination in writing at least Ninety (90) days prior to the end of any School Year. "School Year" means the period commencing September First (1st), to and including June Thirtieth (30th)."

Wherever in the Agreement, "Lessor" and "Lessee" appear, "Landlord" and "Tenant", respectively, shall be understood.

If you are in agreement with the above, we ask that you sign the Two (2) copies of the letter, under seal and return One (1) copy to this office. This letter shall serve as sufficient documentation to effectively renew the Agreement for the new Fifteen (15) year term as provided above.

Yours truly,

A handwritten signature in black ink, appearing to be 'J.W. Hunt', is written over a horizontal line. The signature is stylized with a large initial 'J' and a long, sweeping horizontal stroke.

J.W. Hunt
Director, Leasing Branch

Attachment

We hereby agree to the above terms:

THE CITY OF RED DEER

(Seal)

dated this day of , 199 .

LL/meg

DATE: July 11, 1991
TO: City Clerk
FROM: Assistant City Clerk
RE: LEASE AGREEMENT WITH GOVERNMENT OF ALBERTA -
EARLY CHILDHOOD SERVICE PORTABLE CLASSROOM
LOCATED AT BOWER PLAYSCHOOL - 75 BOYCE STREET

Our office has received a letter from Alberta Public Works, Supply and Services, requesting that the lease agreement for land on which the above noted portable classroom is located, be renewed for a further 15-year term, commencing September 1, 1991, upon similar terms and conditions as the original agreement.

I would advise that at the Council meeting of February 4, 1985, approval was originally given to enter into this lease agreement.

This matter has been circulated for comments to various city administration (copies of which are attached) who outline that they have no objection to the renewal of the lease for a further 15 years. However, it was noted that the lease area should be amended to include the stairs and pathways which are connected to the kindergarten building.

I would note that the government has also requested a slight change to the agreement as to Section 3.(d) in that notice to terminate this lease agreement must be done in writing at least 90 days prior to the end of any school year as opposed to 60 days which is in the existing agreement.

RECOMMENDATION

That the City approve the renewal of the lease agreement between The City of Red Deer and the Government of Alberta for Lot R-1, Block 4, Plan 782-1624, for an additional 15 years subject to the following conditions:

1. That the lease area be amended to include the stairs and pathways which are connected to the kindergarten building.
2. That said agreement may be terminated in writing by giving at least 90 days prior notice to the end of any school year.

City Clerk
July 11, 1991
Page 2

3. That the renewal fee for said term be \$1.00.
4. That the agreement be satisfactory to the City Solicitor.

A handwritten signature in black ink, appearing to read 'Kelly Kloss', with a stylized, flowing script.

Kelly Kloss
Assistant City Clerk

KK/jt

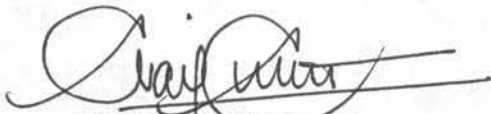
DATE: June 21, 1991

TO: KELLY KLOSS
Assistant City Clerk

FROM: CRAIG CURTIS, Director
Community Services Division

RE: LEASE AGREEMENT:
BOWER PLACE SCHOOL SITE
GOVERNMENT OF ALBERTA
Your memo dated June 19, 1991 refers.

I have discussed this with the Parks, Recreation & Culture, and Social Planning Managers. We have no objection to the renewal of the lease for a further fifteen years. However, the lease area should be amended to include the stairs and pathway which are connected to the kindergarten building (see attached plan).



CRAIG CURTIS

:kl

- c. Don Batchelor, Parks Manager
Lowell Hodgson, Recreation & Culture Manager
Rick Assinger, Social Planning Manager

DATE: June 21, 1991

FILE NO. 91-1729

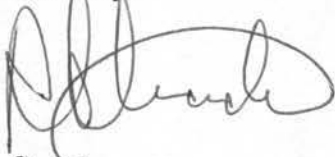
TO: Assistant City Clerk

FROM: Bylaws and Inspections Manager

RE: **LEASE AGREEMENT - BOWER PLACE SCHOOL SITE
GOVERNMENT OF ALBERTA**

In response to your memo, dated June 19, 1991, regarding the above referenced subject, we wish to advise that we have no objections to an extension of the lease. All approvals (Council, M.P.C.), were in place when the original lease was signed.

Yours truly,

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

R. Strader
Bylaws and Inspections Manager
BUILDING INSPECTION DEPARTMENT

RS/vs

LEASE AGREEMENT

THIS LEASE made in quadruplicate this 10th day of December, A.D. 1987, BETWEEN:

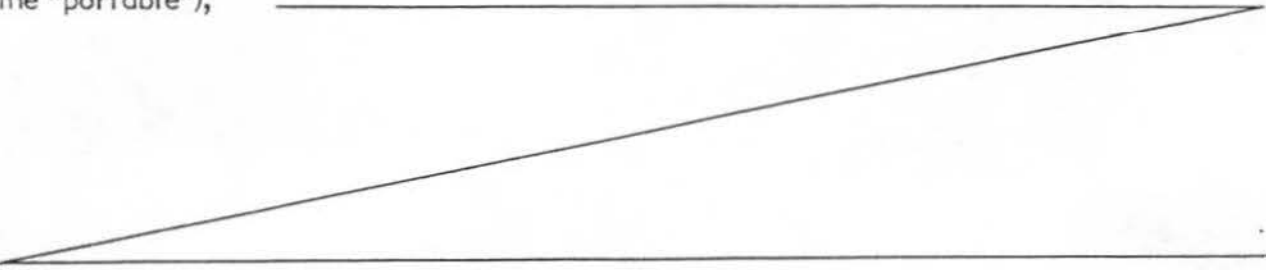
THE CITY OF RED DEER,
in the Province of Alberta,
(hereinafter called the "Lessor")

- and -

HER MAJESTY THE QUEEN, in the
Right of the Province of Alberta,
as represented by the Minister of
Public Works, Supply and Services,
(hereinafter called the "Lessee")

WHEREAS the Lessor is the registered owner of lands legally described as Plan Red Deer 782 1624, Block Four (4), Lot R-Four (R-4) (Reserve), containing 8.33 acres, more or less. (N.W. 4-38-27-4), having a municipal address of 75 Boyce Street located in the City of Red Deer, in the Province of Alberta, (hereinafter called the "land"),

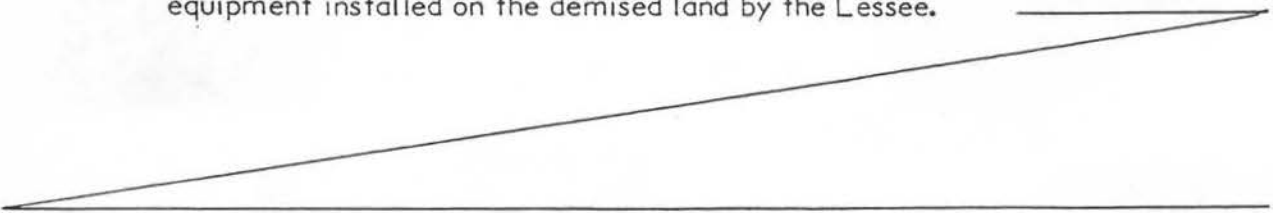
AND WHEREAS the Lessor has agreed to lease to the Lessee those portions of the land as outlined in red on Schedule "A" (hereinafter called the "demised land") with the provision to renew this Lease upon the same terms, covenants and conditions as hereinafter provided, for the purpose of locating a portable building thereon, more fully described as Government Numbers A0118A (T0228) and A0118B (T0229) and Manufacturer's Numbers 248850476A and 248850476B, respectively (hereinafter called the "portable"),



NOW THEREFORE THE LESSOR in consideration of the sum of One (\$1.00) Dollar, the receipt of which is hereby acknowledged, hereby leases to the Lessee the demised land for the purpose of locating the portable thereon, for a term of Five (5) years commencing September First (1st) 1986, to and including August Thirty-First (31st), 1991, (such period of time hereinafter called the "term") unless sooner terminated as herein provided.

- I. The Lessee agrees with the Lessor as follows:
 - (a) That the Lessee shall, at the Lessee's own expense, construct a concrete pad and install sewer, water and power lines to the portable.
 - (b) The Lessee shall indemnify and hold harmless the Lessor, its employees and agents against all claims, demands, actions and costs whatsoever caused by or arising out of, directly or indirectly:
 - (i) the performance of this Lease by the Lessee;
 - (ii) the Lessee's occupancy or use of the demised land;
 - (iii) any business or operations of the Lessee conducted in the demised land; or
 - (iv) by reason of any matter or thing done, permitted or omitted to be done by the Lessee, its agents or employees.

The Lessee's foregoing covenant to indemnify and hold the Lessor, its employees and agents harmless shall extend to all claims, demands, actions and costs whatsoever caused by or arising out of, directly or indirectly the improper or faulty erection or construction of facilities, trade fixtures or equipment installed on the demised land by the Lessee.



2. The Lessor agrees with the Lessee as follows: -

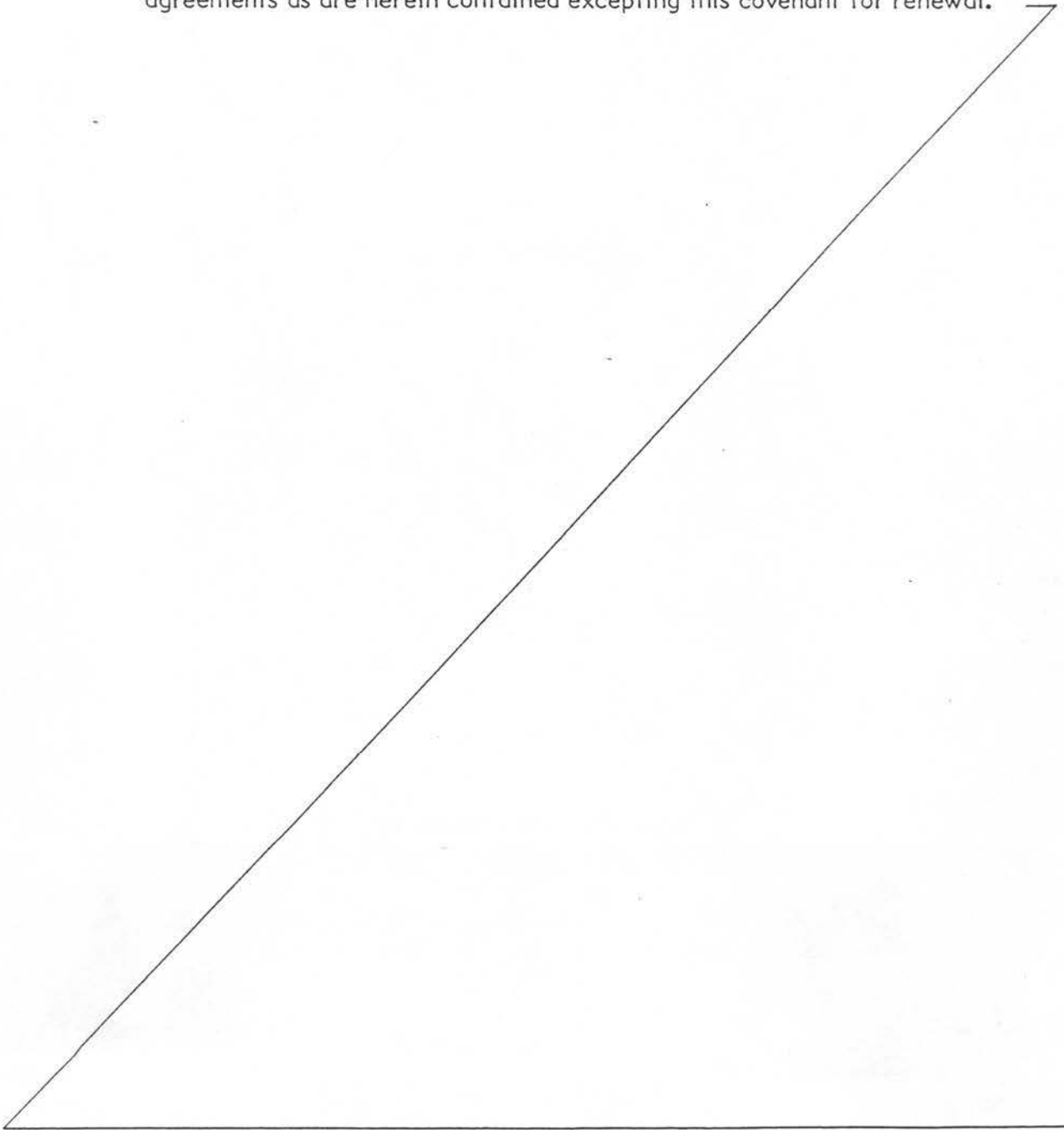
- (a) That the Lessor will be responsible for any municipal taxes which may be assessed against the demised land or any improvements thereon, including the portable.
 - (b) That the Lessor shall give to the Lessee and its agents, servants, employees and invitees at all times during the term the right of ingress and egress to the demised land.
 - (c) That the Lessor has good right and full power to lease the demised land so long as the Lessee keeps and performs each and every covenant, agreement, term, provision and condition herein contained on the part and on behalf of the Lessee to be kept and performed and the Lessee shall quietly enjoy the demised land without hindrance or molestation by the Lessor or any other person claiming by, through or under the Lessor.
 - (d) That the Lessee may assign this Lease or sublet the demised land, or any part thereof, under such terms as may be agreed upon between the Lessor and the Lessee.
 - (e) The Lessor shall indemnify and hold harmless the Lessee, its employees and agents against all claims, demands, actions and costs whatsoever caused by or arising out of, directly or indirectly:
 - (i) the performance of this Lease by the Lessor;
 - (ii) the Lessor's ownership or management of the demised land;
 - (iii) any business or operations of the Lessor conducted on the demised land; or
 - (iv) by reason of any matter or thing done, permitted or omitted to be done by the Lessor, its agents or employees.
-

The Lessor's foregoing covenant to indemnify and hold the Lessee, its employees and agents harmless shall extend to all claims, demands, actions and costs whatsoever caused by or arising out of directly, or indirectly the improper or faulty erection or construction of facilities, trade fixtures or equipment installed on the demised land by the Lessor.

3. The parties hereto mutually agree:

- (a) That the Lessee shall retain all its right, title and interest in the portable erected on the demised land and upon termination of this Lease, the Lessee may remove from the demised land the portable, which is hereby deemed and agreed to be personal property.
- (b) That once the portable has been located on the demised land, the Lessee shall sublease the portable and the demised land to the ~~Lessor~~ upon the terms and conditions set forth in a separate Lease Agreement. INITIAL
/M/
(BOWER PLACE KINDERGARTEN
AND PLAYSCHOOL SOCIETY) *JK*
- (c) That the Lessee will install separate meters for the utilities.
- (d) That the Lessee may, during the term or any renewal thereof, terminate this Lease at the end of any School Year, as hereinafter defined, by giving the Lessor notice of termination in writing at least Sixty (60) days prior to the end of any School Year. "School Year" means the period commencing September First (1st) to and including June Thirtieth (30th).
- (e) That if the Lease is terminated the Lessee shall properly cap the sewers, water and electric power lines installed by the Lessee and, if required by the Lessor or upon mutual agreement of the parties, shall restore the demised

land to its former condition or to a substantially similar condition reasonably acceptable to the Lessor, excepting the removal of the concrete pad which has been provided by the Lessee.

- (f) That this Lease may be renewed before the expiration of the term, upon consent of both parties and subject to the same covenants, provisos and agreements as are herein contained excepting this covenant for renewal.
- 

4. Wherever in this Lease, it is required or permitted that notice be given or served by either party to this Lease to or on the other party, such notice shall be in writing and may be given personally or by prepaid registered letter addressed to the other party at the address hereunder, or to such other address as may be substituted therefor from time to time by proper notice and if mailed, shall be deemed to be given Forty-Eight (48) hours after it is mailed as hereinbefore specified:

INITIAL

TO THE LESSOR AT:

THE CITY OF RED DEER

BOX ~~222~~ 5008

RED DEER, ALBERTA

T4N ~~5B3~~ 3T4

TO THE LESSEE AT:

DIRECTOR, LEASING BRANCH

REALTY DIVISION

ALBERTA PUBLIC WORKS, SUPPLY AND SERVICES

20TH FLOOR, COLLEGE PLAZA BUILDING

8215 - 112TH STREET

EDMONTON, ALBERTA

T6G 5A9

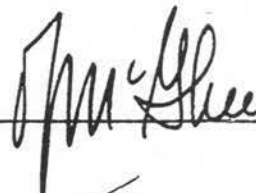
5. This Lease shall enure to the benefit of and be binding upon the Lessor and the Lessor's successors and assignees and upon the Lessee and the Lessee's permitted successors and assignees.

IN WITNESS WHEREOF the Lessor has hereunto affixed its seal duly attested by the hands of its proper officers duly authorized in that behalf, as of the 24 day of November A.D. 1987

AND THE LESSEE has hereunto set his hand and Seal of Office, this day and year first above written.

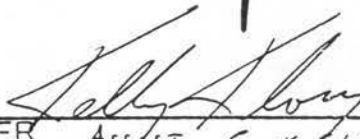
LESSOR: THE CITY OF RED DEER

PER MAYOR



(Seal)

PER

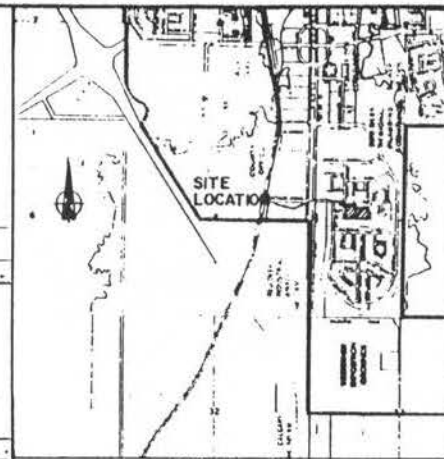
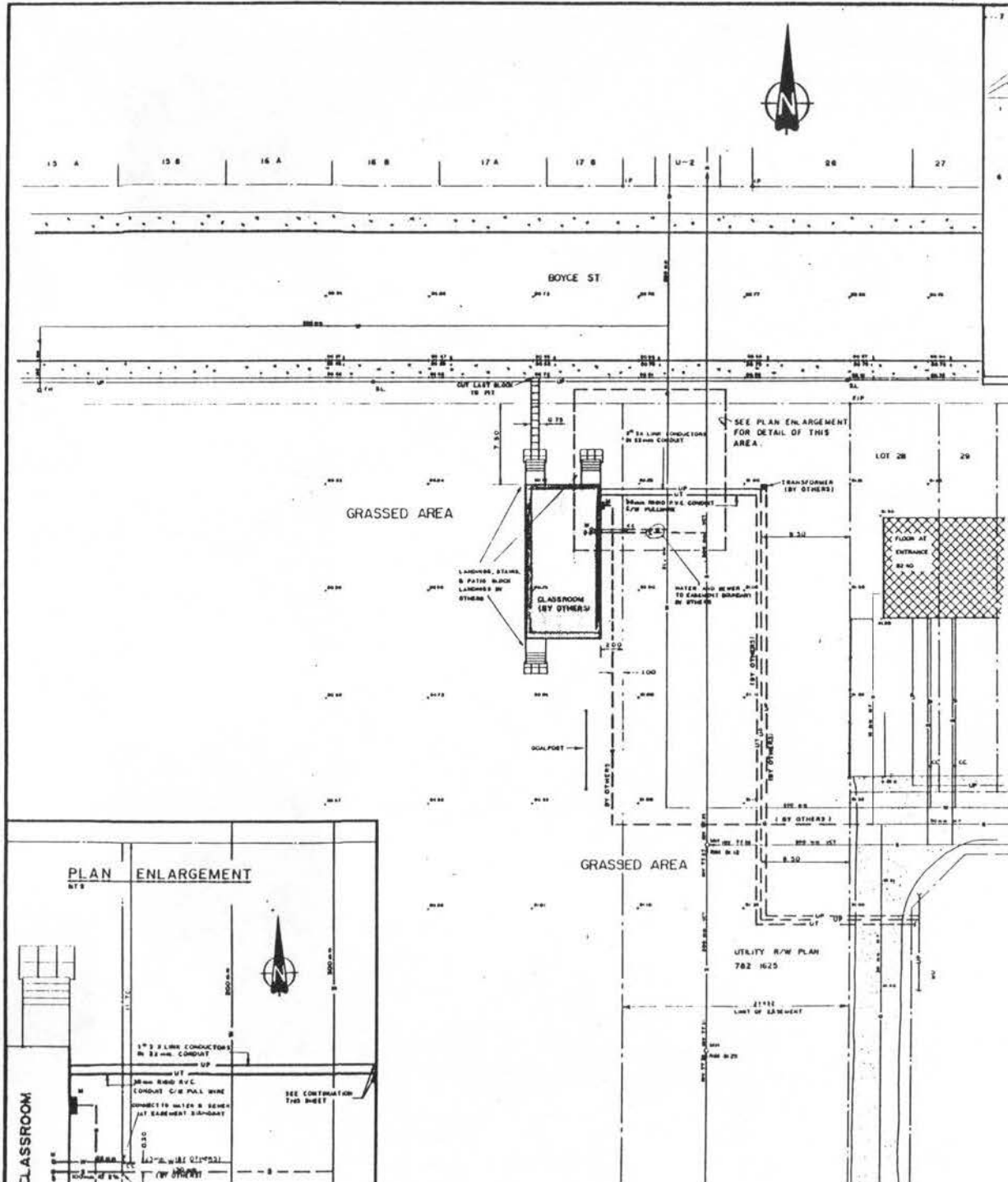

ASSIST. CITY CLERK

LESSEE:



DIRECTOR, LEASING BRANCH
DEPARTMENT OF PUBLIC WORKS,
SUPPLY AND SERVICES

Signed by the Minister of Public Works, Supply and Services of the Province of Alberta, or his duly authorized representative and sealed with his Seal of Office.



REMARKS	
EXISTING	
PROPERTY LINE	
FOUND. AND F.P.	
1" P. F.P.	
ELEVATIONS (PREPARED BY 8001)	
BLDG. AND CONCRETE	
ASPHALT	
BRICK	
CURB	
WATER LINE	
SAFETY VALVE	
FIRE HYDRANT	
SEWAGE SEWER	
MANHOLE	
GAS LINE	
UNDERGROUND POWER	
STREET LIGHT	
FENCE	

LEGAL DESCRIPTION - LOT 24, BLOCK 4, PLAN 128 1924
 MUNICIPAL AMBULANCE 78 BOYCE STREET
 BOUNDARY - ASCH 1974-1980, ON S. SIDE OF BOYCE ST
 E. OF BAKER AVE., 15TH S. OF 80th AND 81st E. OF
 S. PRODUCTION OF E. & S. OF LOT 18 1916 BOYCE
 ELEVATION 876.77m M.D.M.T.H.

IN CONTRACT

- WATER CONNECTION TO CURB STOP
- WATER RISE
- WATER CONNECTION TO CLASSROOM
- SEWER CONNECTION TO CITY SERVICE
- SEWER LINE
- SEWER RISE
- SEWER CONNECTION TO CLASSROOM
- GAS METER PROTECTION BOX
- RESTORATION OF ALL DISTURBED AREAS INCLUDING BAIL, POWER, AND TELEPHONE TRENCHES EXCAVATED BY OTHERS UNDER TELEPHONE CONDUIT
- UNDERGROUND POWER

CONSTRUCTION NOTES

- DETERMINE THE EXACT LOCATION OF ALL BURIED UTILITIES PRIOR TO EXCAVATION
- SEE FLOOR PLAN IN SPECIFICATIONS FOR APPROPRIATE LOCATION OF SEWER CONNECTIONS
- LOCATION OF RISERS MAY BE ADJUSTED ON SITE TO ACCOMMODATE CONNECTIONS
- ALL RESTORATION WORK MUST BE DONE TO THE SATISFACTION OF THE CITY OF RED DEER
- GAS SERVICE WILL BE BROUGHT TO THE CLASSROOM BY THE UTILITY COMPANY AT APWSS COST
- RESTORATION OF GAS TRENCH WILL BE DONE UNDER THIS CONTRACT
- CITY OF RED DEER WILL INSTALL SEWER AND WATER SERVICES TO EASEMENT BOUNDARY AND RESTORE THEIR OWN TRENCH

REVISIONS		DATE	BY	APPROVED BY
1				

Alberta
 PUBLIC WORKS SUPPLY AND SERVICES
 HON. TW. CHAMBERS P. ENG. MINISTER

ASSISTANT DEPUTY MINISTER
 CAPITAL DEVELOPMENT
 CLIENT APPROVAL
 PROJECT
 PORTABLE CLASSROOM FACILITIES - VARIOUS
 SITE SERVICES - BOWER PLACE SCHOOL
 SITE, RED DEER

SITE PLAN	
DATE	PROJECT NO.
DATE	PLAN NO.
DATE	JOB NO.
DATE	SCALE
DATE	1:200

SCHEDULE A

Commissioner's Comments:

We would concur with the recommendations of the Assistant City Clerk.

"M. C. Day"
City Commissioner

10 KELLY

The Renewal For 15 Years @ \$100
Appears To Be OK For APWS.

But In My Opinion I Feel We
Should Request, A Renewal For
A 5 Year Term With Same Terms
And Conditions With 2 Additional
5 Year Terms At Lease Rate
To Be Agree Or By Arbitration.

My Reason Being, This Is Parcel
Does Contain 8.33 Acres, And
Who Knows What City Administration
May Be Thinking 5-10-15 Years
Down The Road.

July 11/91

 Wth.



PUBLIC WORKS,
SUPPLY AND SERVICES
Realty Division

College Plaza, 8215 - 112 Street, Edmonton, Alberta, Canada T6G 5A9

Fax No.: (403) 422-2113
Telephone No.: (403) 427-7644

DOUBLE REGISTERED

Our File: L9328A-2

June 7, 1991

The City of Red Deer
Box 5008
Red Deer, Alberta
T4N 3T4



Dear Sirs:

RE: LEASE AGREEMENT FOR A PARCEL OF LAND - BOWER PLACE SCHOOL
SITE - 75 BOYCE STREET - RED DEER, ALBERTA

This has reference to the Lease Agreement dated December Tenth (10th), 1987 (the "Agreement") between The City of Red Deer (the "Landlord") and Her Majesty the Queen in the Right of the Province of Alberta as represented by the Minister of Public Works, Supply and Services (the "Tenant") for the provision of land legally located at Lot R-4 (Reserve), Block Four (4), Plan 7821624 containing Eight and Thirty-Three Hundredths (8.33) acres more or less (N.W. 4-38-27-4), Red Deer, Alberta whereon a portable classroom No. A0118A/B - T0228/T0229 - Serial No. 248850476A/B has been placed. The Agreement is for a term ending August Thirty-First (31st), 1991 for a total consideration of One (\$1.00) Dollar.

In accordance with the Agreement the Landlord and Tenant may agree to renew upon the same terms and conditions, including rental.

The Landlord and Tenant agree that for the consideration of One (\$1.00) Dollar paid by the Tenant to the Landlord (receipt of which is hereby acknowledged), the Agreement shall be renewed for a further term of Fifteen (15) years commencing September First (1st), 1991, upon the same terms and conditions, including rental.

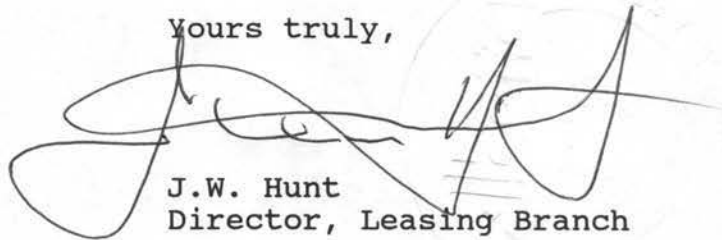
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Wherever in the Agreement, "Lessor" and "Lessee" appear, "Landlord" and "Tenant", respectively, shall be understood.

If you are in agreement with the above, we ask that you sign the Two (2) copies of the letter, under seal and return One (1) copy to this office. This letter shall serve as sufficient documentation to effectively renew the Agreement for the new Fifteen (15) year term as provided above.

Yours truly,

A large, stylized handwritten signature in black ink, appearing to read 'J.W. Hunt', is written over a circular official stamp. The signature is fluid and cursive, with a large loop at the beginning and end.

J.W. Hunt
Director, Leasing Branch

Attachment

We hereby agree to the above terms:

THE CITY OF RED DEER

(Seal)

dated this day of , 199 .

LL/meg



PUBLIC WORKS,
SUPPLY AND SERVICES
Realty Division

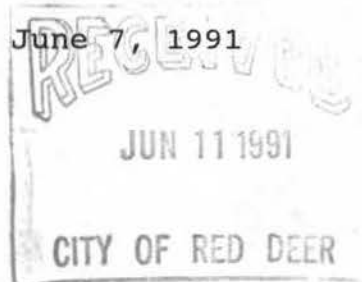
College Plaza, 8215 - 112 Street, Edmonton, Alberta, Canada T6G 5A9

Fax No.: (403) 422-2113
Telephone No.: (403) 427-7644

DOUBLE REGISTERED

Our File: L9328A-2

The City of Red Deer
Box 5008
Red Deer, Alberta
T4N 3T4



Dear Sirs:

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SITE - 75 BOYCE STREET - RED DEER, ALBERTA

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. . . 2

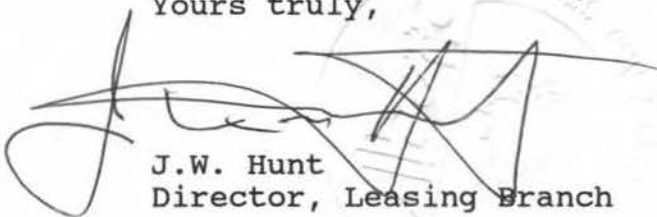
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Yours truly,



J.W. Hunt
Director, Leasing Branch

Attachment

We hereby agree to the above terms:

THE CITY OF RED DEER

(Seal)

dated this day of , 199 .

LL/meg

DATE: JUNE 19, 1991

TO: DIRECTOR OF COMMUNITY SERVICES
BYLAWS & INSPECTIONS MANAGER
CITY ASSESSOR
CITY SOLICITOR

FROM: ASSISTANT CITY CLERK

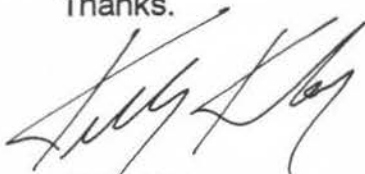
RE: LEASE AGREEMENT - BOWER PLACE SCHOOL SITE
GOVERNMENT OF ALBERTA

Attached is a letter from Alberta Public Works dated June 7, 1991 concerning the above topic. The Government is requesting to renew the agreement between the City and the Government concerning this property (a copy of the agreement is attached dated December 10, 1987) for a further 15 year term. I have also attached a copy of the agreement between the Government and the Bower Place Kindergarten and Play School Society dated January 28, 1988 concerning the sublease of this site.

I would request your comments relative to this request. I would ask the City Solicitor to also comment on if the administration concurs to renew the agreement, should we also seek Council's approval?

Please submit comments to this office by June 28, 1991.

Thanks.

A handwritten signature in black ink, appearing to read 'Kelly Kloss', with a stylized, flowing script.

Kelly Kloss
Assistant City Clerk



PUBLIC WORKS,
SUPPLY AND SERVICES
Realty Division

College Plaza, 8215 - 112 Street, Edmonton, Alberta, Canada T6G 5A9

Fax No.: (403) 422-2113
Telephone No.: (403) 427-7644

DOUBLE REGISTERED

Our File: L9328A-2

June 7, 1991

The City of Red Deer
Box 5008
Red Deer, Alberta
T4N 3T4

Dear Sirs:

RE: LEASE AGREEMENT FOR A PARCEL OF LAND - BOWER PLACE SCHOOL
SITE - 75 BOYCE STREET - RED DEER, ALBERTA

This has reference to the Lease Agreement dated December Tenth (10th), 1987 (the "Agreement") between The City of Red Deer (the "Landlord") and Her Majesty the Queen in the Right of the Province of Alberta as represented by the Minister of Public Works, Supply and Services (the "Tenant") for the provision of land legally located at Lot R-4 (Reserve), Block Four (4), Plan 7821624 containing Eight and Thirty-Three Hundredths (8.33) acres more or less (N.W. 4-38-27-4), Red Deer, Alberta whereon a portable classroom No. A0118A/B - T0228/T0229 - Serial No. 248850476A/B has been placed. The Agreement is for a term ending August Thirty-First (31st), 1991 for a total consideration of One (\$1.00) Dollar.

In accordance with the Agreement the Landlord and Tenant may agree to renew upon the same terms and conditions, including rental.

The Landlord and Tenant agree that for the consideration of One (\$1.00) Dollar paid by the Tenant to the Landlord (receipt of which is hereby acknowledged), the Agreement shall be renewed for a further term of Fifteen (15) years commencing September First (1st), 1991, upon the same terms and conditions, including rental.

. . . 2

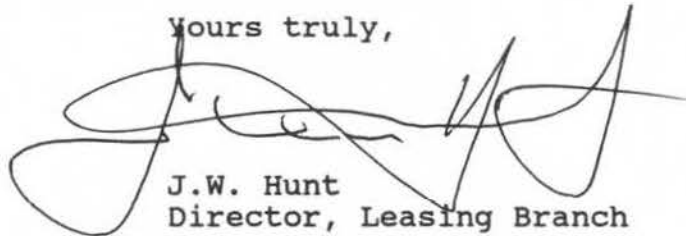
In addition, Clause 3(d) as set out on page 4 of the Agreement shall be amended as follows:

- "3. (d) That either party may, during the term or any renewal thereof, terminate this Lease at the end of any School Year, as hereinafter defined, by giving the other party notice of termination in writing at least Ninety (90) days prior to the end of any School Year. "School Year" means the period commencing September First (1st), to and including June Thirtieth (30th)."

Wherever in the Agreement, "Lessor" and "Lessee" appear, "Landlord" and "Tenant", respectively, shall be understood.

If you are in agreement with the above, we ask that you sign the Two (2) copies of the letter, under seal and return One (1) copy to this office. This letter shall serve as sufficient documentation to effectively renew the Agreement for the new Fifteen (15) year term as provided above.

Yours truly,

A handwritten signature in black ink, appearing to be 'J.W. Hunt', written over a horizontal line.

J.W. Hunt
Director, Leasing Branch

Attachment

We hereby agree to the above terms:

THE CITY OF RED DEER

(Seal)

dated this day of , 199 .

LL/meg

LEASE AGREEMENT

THE CITY OF RED DEER
E.C.S. Portable Classroom
Bower Place School Site
75 Boyce Street
Red Deer, Alberta

File: L9328 -2

LEASE AGREEMENT

THIS LEASE made in quadruplicate this 10TH day of DECEMBER, A.D. 1987, BETWEEN:

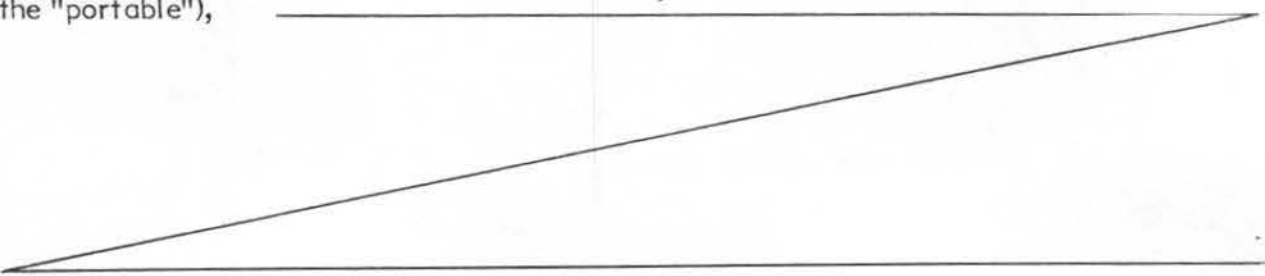
THE CITY OF RED DEER,
in the Province of Alberta,
(hereinafter called the "Lessor")

- and -

HER MAJESTY THE QUEEN, in the
Right of the Province of Alberta,
as represented by the Minister of
Public Works, Supply and Services,
(hereinafter called the "Lessee")

WHEREAS the Lessor is the registered owner of lands legally described as Plan Red Deer 782 1624, Block Four (4), Lot R-Four (R-4) (Reserve), containing 8.33 acres, more or less. (N.W. 4-38-27-4), having a municipal address of 75 Boyce Street located in the City of Red Deer, in the Province of Alberta, (hereinafter called the "land"),

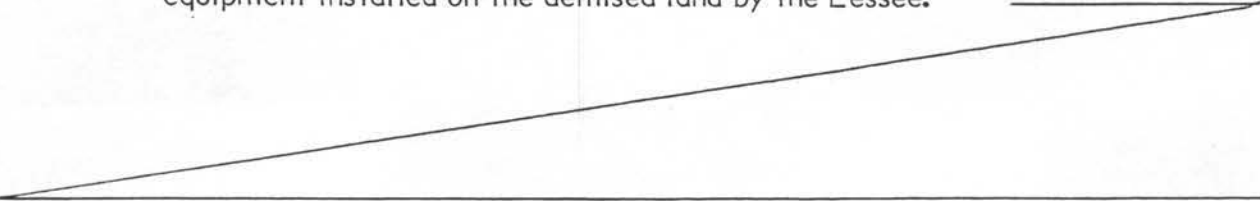
AND WHEREAS the Lessor has agreed to lease to the Lessee those portions of the land as outlined in red on Schedule "A" (hereinafter called the "demised land") with the provision to renew this Lease upon the same terms, covenants and conditions as hereinafter provided, for the purpose of locating a portable building thereon, more fully described as Government Numbers A0118A (T0228) and A0118B (T0229) and Manufacturer's Numbers 248850476A and 248850476B, respectively (hereinafter called the "portable"),



NOW THEREFORE THE LESSOR in consideration of the sum of One (\$1.00) Dollar, the receipt of which is hereby acknowledged, hereby leases to the Lessee the demised land for the purpose of locating the portable thereon, for a term of Five (5) years commencing September First (1st) 1986, to and including August Thirty-First (31st), 1991, (such period of time hereinafter called the "term") unless sooner terminated as herein provided.

- I. The Lessee agrees with the Lessor as follows:
 - (a) That the Lessee shall, at the Lessee's own expense, construct a concrete pad and install sewer, water and power lines to the portable.
 - (b) The Lessee shall indemnify and hold harmless the Lessor, its employees and agents against all claims, demands, actions and costs whatsoever caused by or arising out of, directly or indirectly:
 - (i) the performance of this Lease by the Lessee;
 - (ii) the Lessee's occupancy or use of the demised land;
 - (iii) any business or operations of the Lessee conducted in the demised land; or
 - (iv) by reason of any matter or thing done, permitted or omitted to be done by the Lessee, its agents or employees.

The Lessee's foregoing covenant to indemnify and hold the Lessor, its employees and agents harmless shall extend to all claims, demands, actions and costs whatsoever caused by or arising out of, directly or indirectly the improper or faulty erection or construction of facilities, trade fixtures or equipment installed on the demised land by the Lessee.



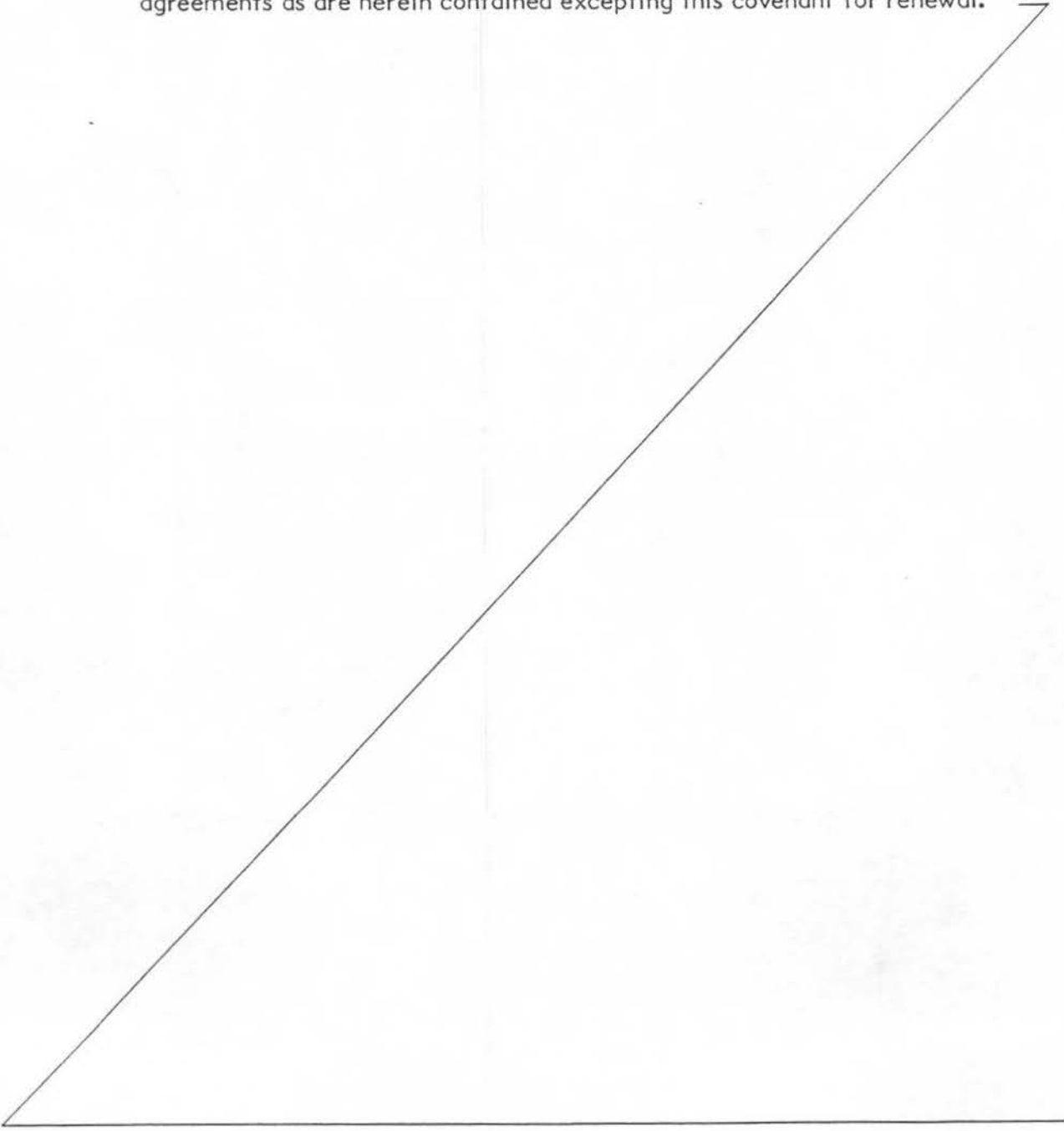
2. The Lessor agrees with the Lessee as follows:
- (a) That the Lessor will be responsible for any municipal taxes which may be assessed against the demised land or any improvements thereon, including the portable.
 - (b) That the Lessor shall give to the Lessee and its agents, servants, employees and invitees at all times during the term the right of ingress and egress to the demised land.
 - (c) That the Lessor has good right and full power to lease the demised land so long as the Lessee keeps and performs each and every covenant, agreement, term, provision and condition herein contained on the part and on behalf of the Lessee to be kept and performed and the Lessee shall quietly enjoy the demised land without hindrance or molestation by the Lessor or any other person claiming by, through or under the Lessor.
 - (d) That the Lessee may assign this Lease or sublet the demised land, or any part thereof, under such terms as may be agreed upon between the Lessor and the Lessee.
 - (e) The Lessor shall indemnify and hold harmless the Lessee, its employees and agents against all claims, demands, actions and costs whatsoever caused by or arising out of, directly or indirectly:
 - (i) the performance of this Lease by the Lessor;
 - (ii) the Lessor's ownership or management of the demised land;
 - (iii) any business or operations of the Lessor conducted on the demised land; or
 - (iv) by reason of any matter or thing done, permitted or omitted to be done by the Lessor, its agents or employees.
-

The Lessor's foregoing covenant to indemnify and hold the Lessee, its employees and agents harmless shall extend to all claims, demands, actions and costs whatsoever caused by or arising out of directly, or indirectly the improper or faulty erection or construction of facilities, trade fixtures or equipment installed on the demised land by the Lessor.

3. The parties hereto mutually agree:

- (a) That the Lessee shall retain all its right, title and interest in the portable erected on the demised land and upon termination of this Lease, the Lessee may remove from the demised land the portable, which is hereby deemed and agreed to be personal property.
- (b) That once the portable has been located on the demised land, the Lessee shall sublease the portable and the demised land to the ~~Lessor~~ upon the terms and conditions set forth in a separate Lease Agreement. ^{INITIAL} *(BOWER PLACE KINDERGARTEN AND PLAYSCHOOL SOCIETY JK)*
- (c) That the Lessee will install separate meters for the utilities.
- (d) That the Lessee may, during the term or any renewal thereof, terminate this Lease at the end of any School Year, as hereinafter defined, by giving the Lessor notice of termination in writing at least Sixty (60) days prior to the end of any School Year. "School Year" means the period commencing September First (1st) to and including June Thirtieth (30th).
- (e) That if the Lease is terminated the Lessee shall properly cap the sewers, water and electric power lines installed by the Lessee and, if required by the Lessor or upon mutual agreement of the parties, shall restore the demised

land to its former condition or to a substantially similar condition reasonably acceptable to the Lessor, excepting the removal of the concrete pad which has been provided by the Lessee.

- (f) That this Lease may be renewed before the expiration of the term, upon consent of both parties and subject to the same covenants, provisos and agreements as are herein contained excepting this covenant for renewal.
- 

4. Wherever in this Lease, it is required or permitted that notice be given or served by either party to this Lease to or on the other party, such notice shall be in writing and may be given personally or by prepaid registered letter addressed to the other party at the address hereunder, or to such other address as may be substituted therefor from time to time by proper notice and if mailed, shall be deemed to be given Forty-Eight (48) hours after it is mailed as hereinbefore specified:

INITIAL

TO THE LESSOR AT:

THE CITY OF RED DEER

BOX ~~5008~~ 5008

RED DEER, ALBERTA

T4N ~~5B3~~ 3T4

TO THE LESSEE AT:

DIRECTOR, LEASING BRANCH

REALTY DIVISION

ALBERTA PUBLIC WORKS, SUPPLY AND SERVICES

20TH FLOOR, COLLEGE PLAZA BUILDING

8215 - 112TH STREET

EDMONTON, ALBERTA


T6G 5A9


5. This Lease shall enure to the benefit of and be binding upon the Lessor and the Lessor's successors and assignees and upon the Lessee and the Lessee's permitted successors and assignees.

IN WITNESS WHEREOF the Lessor has hereunto affixed its seal duly attested by the hands of its proper officers duly authorized in that behalf, as of the 24 day of November A.D. 1987

AND THE LESSEE has hereunto set his hand and Seal of Office, this day and year first above written.

LESSOR: THE CITY OF RED DEER

PER MAYOR  (Seal)

PER  ASSIST. CITY CLERK

LESSEE:


DIRECTOR, LEASING BRANCH
DEPARTMENT OF PUBLIC WORKS,
SUPPLY AND SERVICES

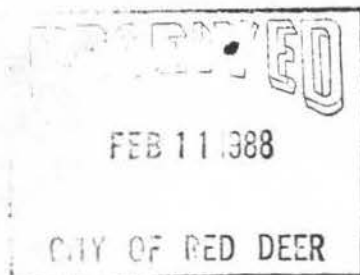
Signed by the Minister of Public Works, Supply and Services of the Province of Alberta, or his duly authorized representative and sealed with his Seal of Office.

Photocopy For The

City of Red Deer

SUBLEASE AGREEMENT

BOWER PLACE KINDERGARTEN and
PLAY SCHOOL SOCIETY
E.C.S. Portable Classroom
Bower Place School Site
75 Boyce Street
Red Deer, Alberta



File: R9328A -2

SUBLEASE AGREEMENT

THIS LEASE made in quadruplicate this 28TH day of January
A.D. 1988, BETWEEN:

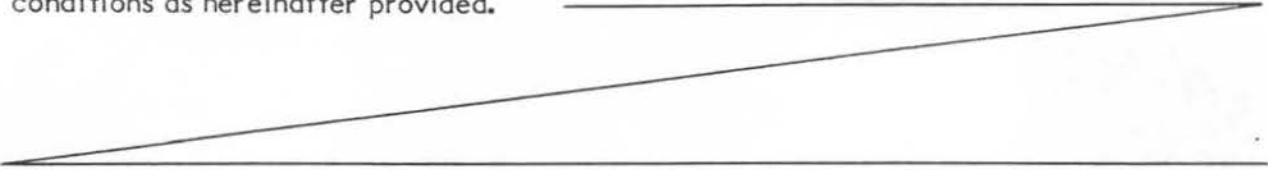
HER MAJESTY THE QUEEN, in the
Right of the Province of Alberta,
as represented by the Minister of
Public Works, Supply and Services,
(hereinafter called the "Sublessor")

- and -

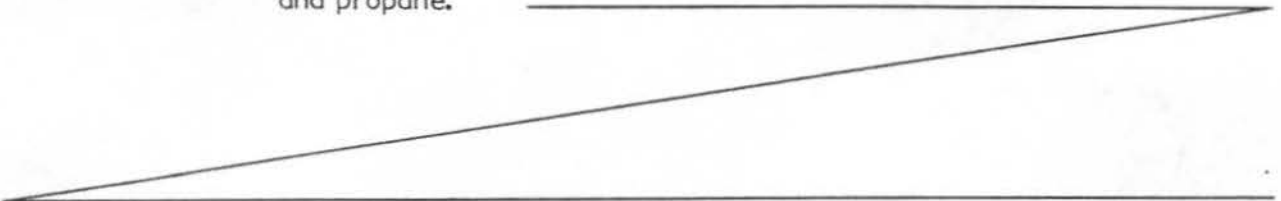
BOWER PLACE KINDERGARTEN and
PLAY SCHOOL SOCIETY,
in the Province of Alberta,
(hereinafter called the "Sublessee")

WHEREAS by a Lease Agreement (hereinafter called the "Head Lease") The City of Red Deer (being the Lessor under the Head Lease), as registered owner of lands legally described as Plan Red Deer 782 1624, Block Four (4), Lot R-Four (R-4) (Reserve), containing 8.33 acres, more or less. (N.W. 4-38-27-4), located in the City of Red Deer, in the Province of Alberta, leased to the Sublessor (being the Lessee under the Head Lease) a portion of such lands as outlined in red on the plan attached hereto as Schedule "A" (hereinafter called the "demised land") for a term of Five (5) years commencing September First (1st), 1986 to and including August Thirty-First (31st), 1991.

AND WHEREAS the Sublessor has agreed to sublease the demised land, with a portable building thereon, to the Sublessee for a term as hereinafter set out, unless sooner terminated as hereinafter provided, and subject to the Sublessor renewing the Head Lease, with a provision to renew this Sublease upon the same terms, covenants and conditions as hereinafter provided.



NOW THEREFORE THE SUBLESSOR in consideration of the sum of One (\$1.00) Dollar, the receipt of which is hereby acknowledged, does hereby sublease to the Sublessee the demised land including the portable building situated thereon and described as Government Numbers A0118A (T0228) and A0118B (T0229) and Manufacturer's Numbers 248850476A and 248850476B, respectively (hereinafter called the "portable") for and during the term of Five (5) years (less One (1) day) commencing September First (1st), 1986, to and including August Thirtieth (30th), 1991, (such period of time hereinafter called the "term") unless sooner terminated as hereinafter provided. The demised land and the portable (hereinafter collectively called the "demised premises") are to be used to accommodate an Early Childhood Services Program, and such other change of use as may be mutually agreed upon by the parties hereto.

- I. The Sublessee agrees with the Sublessor as follows:
 - (a) That the Sublessee shall be responsible for the daily caretaking services required for the general upkeep of the demised premises, including all costs relating thereto.
 - (b) That the Sublessee shall bear the costs of telephone rates and shall supply and pay for all light bulb replacements.
 - (c) That the Sublessee shall bear the cost of all:
 - (i) Municipal taxes which may be assessed against the demised premises and any improvements therein.
 - (ii) Utility charges including, without limiting the generality of the foregoing, charges for water, electric power, natural gas, heating oil and propane.
- 

- (d) That the Sublessee shall not relocate the portable without first obtaining the written approval of the Sublessor, which approval shall be at the sole discretion of the Sublessor.
- (e) That the Sublessee shall use the demised premises only for the purpose of accommodating an Early Childhood Services Program unless a change of use is mutually agreed upon between the Sublessor and the Sublessee.
- (f) That the Sublessee shall not do or permit or omit to have done anything upon or in respect of the demised premises which shall result in a nuisance.
- (g) That the Sublessee shall give to the Sublessor prompt notice of any accident to or defects in or failure of the water or gas pipes, electric system or the heating apparatus which is known to the Sublessee.
- (h) That the Sublessee shall not allow refuse, garbage, or other loose or objectionable material to accumulate in or about the demised premises, and will at all times keep and at the termination of the term yield up the demised premises in a clean condition.
- (i) That the Sublessee, its agents, employees and servants shall observe any reasonable rules and regulations that the Sublessor may make from time to time for the safety, care and cleanliness of the demised premises, the comfort and convenience of the Sublessee and the preservation of the reputation and good order of the demised premises. The Sublessor shall advise the Sublessee in writing of such rules and regulations as may be made from time to time.
- (j) That the Sublessee shall not bring upon the demised premises or any part thereof any machinery, equipment, article or thing that by reason of its weight, size or use might damage the demised premises and shall not at any

time overload the floor of the portable, and if any damage is so caused by any machinery, equipment, article or thing or by overloading or by any act, neglect or misuse on the part of the Sublessee or any of its servants, agents or employees or any person having business with the Sublessee, the Sublessee shall pay to the Sublessor the cost of making good such damage.

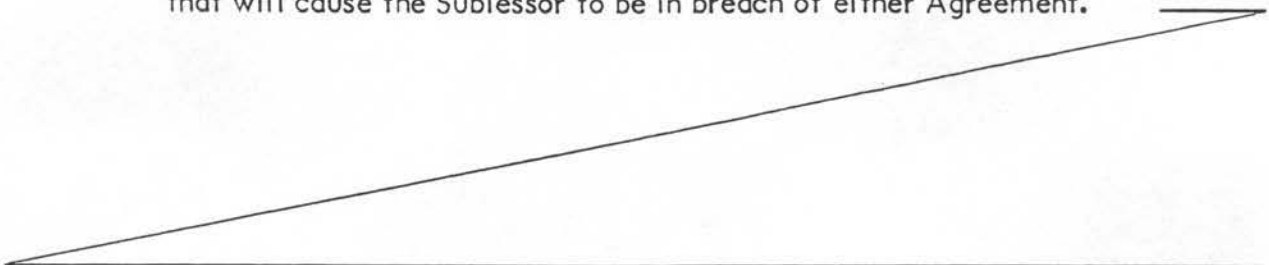
- (k) That the Sublessee shall permit the Sublessor and persons authorized by the Sublessor at all reasonable times to enter upon the demised premises to examine same and to effect such repairs as the Sublessor deems necessary.
 - (l) That the Sublessee shall not permit or suffer to be done any action whereby the policy of insurance against damage to the demised premises by fire may become void or voidable or the rate of premium thereon may be increased.
 - (m) That the Sublessee shall yield up the demised premises with all fixtures, other than Sublessee's fixtures, at the termination of this Sublease.
 - (n)
 - (i) During the term, the Sublessee shall be responsible for insuring all its owned property on the demised premises in amounts adequate to cover the repair or replacement of such property.
 - (ii) The Sublessee hereby waives any right of recourse it may have or obtain against the Sublessor with regard to loss or damage to the Sublessee's property located within the demised premises, and shall make its insurer aware of this waiver.
 - (iii) The Sublessee shall, without limiting its obligations or liabilities herein, provide and maintain Comprehensive or Commercial General Liability insurance in an amount not less than One Million (\$1,000,000.00) Dollars per occurrence and subject to a general
-
-

aggregate (if any) not less than Three Million (\$3,000,000.00) Dollars against bodily injury, personal injury and property damage. Such insurance shall extend to include blanket written contractual liability.

- (iv) Certificates evidencing such insurance shall be made available to the Sublessor upon request.
- (o) The Sublessee shall indemnify and hold harmless the Sublessor, its employees and agents against all claims, demands, actions and costs whatsoever caused by or arising out of, directly or indirectly:
 - (i) the performance of this Agreement by the Sublessee;
 - (ii) the Sublessee's occupancy or use of the demised premises;
 - (iii) any business or operations of the Sublessee conducted in the demised premises; or
 - (iv) by reason of any matter or thing done, permitted or omitted to be done by the Sublessee, its agents or employees.

The Sublessee's foregoing covenant to indemnify and hold the Lessor, its employees and agents harmless shall extend to all claims, demands, actions and costs whatsoever caused by or arising out of, directly or indirectly the improper or faulty erection or construction of facilities, trade fixtures or equipment installed on or in the demised premises by the Sublessee.

The Sublessee is aware of the terms of the Head Lease and of the lease for the portable and agrees to be bound by the terms thereof except as provided in this Agreement. The Sublessee agrees not to commit any act or omission that will cause the Sublessor to be in breach of either Agreement.



- (p) Every right, exemption from liability, defence and immunity of whatsoever nature applicable to the Sublessor or to which the Sublessor is entitled shall also be available and shall extend to protect each servant, agent, officer and employee of the Sublessor acting in the course of or in connection with his or her employment and for the purposes of all the foregoing provisions of this clause, the Sublessor is or shall be deemed to be acting as agent or trustee on behalf of and for the benefit of each person who is or who becomes the servant, agent, officer or employee of the Sublessor from time to time.

2. The Sublessor agrees with the Sublessee as follows:

- (a) As long as the Sublessee keeps and performs each and every covenant, agreement, term, provision and condition herein contained on the part and on behalf of the Sublessee to be kept and performed, the Sublessee shall quietly enjoy the demised premises without hindrance or molestation by the Sublessor or any other person claiming by, through or under the Sublessor.
- (b) That the Sublessor shall bear responsibility for, and the cost of, all building maintenance (with the exception of those items outlined in Clauses 1 (a) (b) and (c)) both interior and exterior. The said maintenance will be carried out by the Property Management Division of the Department of Public Works, Supply and Services of the Province of Alberta.
- (c) (i) During the term, the Sublessor shall be responsible for insuring the portable and all other property and interests of the Sublessor.

- (ii) The Sublessor hereby waives any right of recourse it may have or obtain against the Sublessee with regard to loss or damage to the Sublessor's property pertaining to this Sublease.
- (d) The Sublessor shall indemnify and hold harmless the Sublessee, its employees and agents against all claims, demands, actions and costs whatsoever caused by or arising out of, directly or indirectly:
 - (i) the performance of this Agreement by the Sublessor;
 - (ii) the Sublessor's ownership or management of the portable;
 - (iii) any business or operations of the Sublessor conducted on the demised premises; or
 - (iv) by reason of any matter or thing done, permitted or omitted to be done by the Sublessor, its agents or employees.

The Sublessor's foregoing covenant to indemnify and hold the Sublessee, its employees and agents harmless shall extend to all claims, demands, actions and costs whatsoever caused by or arising out of directly, or indirectly the improper or faulty erection or construction of the portable, its facilities or equipment by the Sublessor.

- (e) Every right, exemption from liability, defence and immunity of whatsoever nature applicable to the Sublessee or to which the Sublessee is entitled herein shall also be available and shall extend to protect each servant, agent, officer and employee of the Sublessee acting in the course of or in connection with his or her employment and for the purposes of all the foregoing provisions of this clause, the Sublessee is or shall deemed to be acting as agent or trustee on behalf of and for the benefit of each person who is or who becomes a servant, agent, officer or employee of the Sublessee from time to time.

3. The parties hereto mutually agree:

- (a) That the Sublessor may terminate this Sublease at the end of any School Year as hereinafter defined during the term or any renewal thereof by giving the Sublessee a notice of termination in writing at least Sixty (60) days prior to the end of any School Year. "School Year" means the period commencing September First (1st) to and including June Thirtieth (30th).
- (b) Subject to the Sublessor exercising its renewal option to extend its Head Lease for a further term, this Sublease may be renewed before the expiration of the term, upon consent of both parties and subject to the same covenants for renewal.
- (c) That the Sublessee may assign this Sublease or sublet the demised premises, or any part thereof, under such terms as may be agreed to by the Sublessor in writing.
- (d) That in the event the demised premises, or any major part thereof, are at any time during the term destroyed or damaged by fire, lightning, storm or tempest, act of God, or other casualty or accident so as to render the demised premises untenable, the Sublessor may terminate this Sublease within Thirty (30) days after such destruction upon giving notice thereof in writing to the Sublessee or may at the Sublessor's sole option rebuild or restore the demised premises to their former condition. PROVIDED HOWEVER that if the Sublessor does not rebuild or restore the demised premises, the Sublessor shall remove the portable and properly cap the sewers, water and electric power lines within a reasonable time.

4. Wherever in this Sublease, it is required or permitted that notice be given or served by either party to this Sublease to or on the other party, such notice shall be in writing and may be given personally or by prepaid registered letter addressed to the other party at the address hereunder, or to such other address as may be substituted therefor from time to time by proper notice and if mailed, shall be deemed to be given Forty-Eight (48) hours after it is mailed as hereinbefore specified:

TO THE SUBLESSOR AT:

DIRECTOR, LEASING BRANCH

REALTY DIVISION

ALBERTA PUBLIC WORKS, SUPPLY AND SERVICES

20TH FLOOR, COLLEGE PLAZA BUILDING

8215 - 112TH STREET

EDMONTON, ALBERTA

T6G 5A9

TO THE SUBLESSEE AT:

BOWER PLACE KINDERGARTEN and

PLAY SCHOOL SOCIETY

75 BOYCE STREET

RED DEER, ALBERTA

T4R 1P2

ATTENTION: SHEREE KOPP, CO-ORDINATOR

5. This Sublease shall enure to the benefit of and be binding upon the Sublessor and the Sublessor's successors and assignees and upon the Sublessee and the Sublessee's permitted successors and assignees.

IN WITNESS WHEREOF the Sublessor has hereunto set his hand and Seal of Office, this day and year first above written.

AND THE Sublessee has hereunto affixed its corporate seal duly attested by the hands of its proper officers duly authorized in that behalf, as of the 20th day of January, A.D. 1988

SUBLESSOR:


Signed by the Minister of Public Works, Supply and Services of the Province of Alberta, or his duly authorized representative and sealed with his Seal of Office.



DIRECTOR, LEASING BRANCH
DEPARTMENT OF PUBLIC WORKS,
SUPPLY AND SERVICES

SUBLESSEE: BOWER PLACE KINDERGARTEN
and PLAY SCHOOL SOCIETY


PER _____ (Seal)


PER _____

Correspondence from N.S. Trough, P. Eng., dated January 10, 1985 regarding the request to rezone approximately 8.6 acres of land located in Eastview Estates, south of Ross Street and west of Erickson Drive, to allow development of a mobile home park, received consideration. At this time, the administration recommended that the above matter be tabled until a more comprehensive report can be presented to Council.

The following motion was passed concurring with the administration's requests.

Moved by Alderman McGregor, seconded by Alderman Moffat

"RESOLVED that Council of the City of Red Deer having considered application from N.S. Trough of Teasdale Holdings Ltd. requesting rezoning of approximately 8.6 acres of land located in Eastview Estates south of Ross Street and west of Erickson Drive to allow development of a mobile home park (rental) consisting of 68 units, 26 single wide and 42 double wide, hereby agree that the applicant meet with the administration to resolve the number of concerns outlined in the administrative reports and that a further report be brought back to City Council prior to first reading of an amending bylaw, and as recommended to Council February 4, 1985 by the City Commissioners."

Alderman Moffat and Alderman Connelly registered dissenting votes.

MOTION CARRIED

Council recessed at this time for supper, 6:00 p.m. and reconvened at 7:10 p.m.

Correspondence from Bower Place Kindergarten and Play School Society #50271611 regarding a request to place a portable classroom in Bower Place on Lot R4, Block 4, Plan 782-1624, received consideration.

The following motion was passed agreeing to the above request.

Moved by Alderman Kokotailo, seconded by Alderman McGregor

"RESOLVED that Council of the City of Red Deer having considered request from the Bower Place Kindergarten and Play School Society for permission to place an Alberta Education Provincial Portable Classroom on Lot R4, Block 4, Plan 782-1624, in the Bower Place Subdivision, hereby approve said request in principle, subject to the applicant bearing all costs, receiving M.P.C. approval, and a lease agreement being entered into satisfactory to the City Solicitor and as recommended to Council February 4, 1985."

MOTION CARRIED

REPORTS

A report from the Director of Economic Development dated January 24, 1985, regarding the leasing of Lot 4, Block 2, Plan 812-2691, by Aarrow Towing Ltd., received consideration.

Council passed the following motion concurring with recommendations of the Economic Development Director.

Moved by Alderman McGregor, seconded by Alderman Connelly

"RESOLVED that Council of the City of Red Deer having considered report dated January 24, 1985 from the Director of Economic Development regarding an application by Aarrow Towing Ltd. to lease approximately one acre of land situated in the Riverside Heavy Industrial Area described as Lot 4, Block 2, Plan 812-2691, north of 78th Street Crescent and West of Northland Drive, in order to establish a storage compound to be used to store damaged, repossessed and impounded vehicles, hereby approve the lease of a one acre site to Aarrow Towing Ltd. and grant a relaxation of the three acre minimum site requirement, subject to the following conditions:

- 1) That the agreement be for one year, with 30 day cancellation clause
- 2) That the annual lease rate be equivalent to 13% of the purchase price plus the equivalent of annual taxes
- 3) That any service connections required be the responsibility of the lessee
- 4) That the site be fenced and screened to the satisfaction of the Development Officer

and as recommended to Council February 4, 1985 by the Administration."

MOTION CARRIED

DATE: July 24, 1991
TO: City Solicitor
FROM: City Clerk
RE: LEASE AGREEMENT WITH GOVERNMENT OF ALBERTA -
EARLY CHILDHOOD SERVICE PORTABLE CLASSROOM
LOCATED AT BOWER PLAYSCHOOL - 75 BOYCE STREET

The above matter received consideration at the Council meeting of July 22, 1991 and in this regard I am enclosing herewith the material which appeared on the agenda (pages 79-95).

At the above noted meeting, Council passed the following motion approving the lease renewal subject to conditions.

"RESOLVED that Council of The City of Red Deer, having considered correspondence from Alberta Public Works, Supply & Services, dated June 7, 1991 re: Lease Agreement for Bower Place School Site - 75 Boyce Street, hereby approves the renewal of the Lease Agreement between The City of Red Deer and the Government of Alberta for Lot R1, Block 4, Plan 782-1624, for an additional 15 years, subject to the following conditions:

1. That the lease area be amended to include the stairs and pathways which are connected to the kindergarten building;
2. That said agreement may be terminated in writing by giving at least 90 days prior notice to the end of any school year;
3. That the renewal fee for said term be \$1.00;
4. That the agreement be satisfactory to the City Solicitor;
5. That the Mayor and City Clerk be authorized to sign said Agreement on behalf of the City;

and as recommended to Council July 22, 1991."

City Solicitor
July 24, 1991
Page 2

We would request that you redraft the agreement incorporating all of the new conditions and terms agreed to, following which the City will execute the agreement and forward it to the Province for their approval.

Your early attention to this matter would be appreciated.



C. Sevcik
City Clerk

CS/jt

Att.

c.c. Director of Community Services
Parks Manager
Recreation & Culture Manager
Social Planning Manager

CENTRAL ANIMAL CLINIC LTD.

2404 GAETZ AVE. RED DEER, ALBERTA Phone: 343-0606

DR. R.W. WEBER D.V.M.

DR. D.W. GUENTHER

June 24, 1991

City Council
 City of RED DEER
 Box 5008
 RED DEER Ab
 T4N 3T4

NO. 5

Dear Members of City Council;

In May of this year I wrote a letter to the Tax Assessment Department and yourself expressing concern and objection with regard to the business taxes levied against Central Animal Clinic Ltd.. Mr. Myron Chillibeck from the tax Department came to see me on June 11, 1991 to explain the tax departments position on the matter. His conclusions are outlined in his letter to me dated June 14, 1991. I do not agree that I should be compared to the neighboring businesses. An animal clinic is a distinct and separate entity. We are not in business with nor are we in competition against any of our neighboring businesses. I do understand that the business tax assessment is based on the rental value. I disagree that the rental value for our building is on par with that of the neighboring businesses for the simple fact that the Industrial Zoning would not allow the same type of business activity to take place. At the same time, I must make it clear that I am satisfied with the Industrial Zoning of my site and the conditions attached to such a zoning and any attempt to change the zoning will be vigorously opposed.

I still feel that the situation is not fair and I am thus appealing to council to rectify this situation and rolling the tax assessment back to the level of the previous year.

Enclosed you will find a copy of my original letter to the Tax Department. I trust that you will give this matter your fair and favorable consideration.

Yours truly


 Rene Weber




CENTRAL ANIMAL CLINIC LTD.

2404 GAETZ AVE. RED DEER, ALBERTA Phone: 343-0606

DR. R.W. WEBER D.V.M.

DR. D.W. GUENTHER

May, 1991

City Of Red Deer
Tax Assessor and City Council
Box 5008
Red Deer , Alberta
TN 3T4

Re: Business Taxes for Central Animal Clinic Ltd.
Roll Number: 91 - 18650

Dear Sir:

It was with great surprise that I learned that my business taxes almost doubled since last year. In view of the fact that no changes had taken place during the last 12 month I found this to be unreasonable and unjust. During an inquiry at the tax department at City Hall I was informed that the zoning of my business had changed and that I should have complained during the prescribed time allotted for objections. The facts are as follows:

I did not notice that the assessment had changed in such a drastic way until I received the tax notice. The reason for this was that I had no indication that my business was changed in zoning and no changes had been made to the business for some time which again did not give me cause to expect or suspect a drastic change in my assessment. I received the property assessment at the same time as the business assessment and since the property assessment had not changed it again caused me to wrongfully assume that the business assessment would remain the same.

The business carried on under Central Animal Clinic Ltd. located at its present location in 1977. At that time it was required that I locate in an Industrial zoning and all the requirements had to be satisfied for the Industrial zoning such as the square footage of the building, the parking requirement and a much larger than commercial frontage set back. Nothing had been changed since then with regards to the nature of the business, the usage of the building or the design of the building to warrant a change of zoning, nor was a change of zoning requested by Central Animal Clinic Ltd.

- 2 -

copy

At the time when Mac Donalds Restaurant located near our property a rezoning for that particular parcel was applied for and came into effect. This prompted the tax department to also reassess our property as a commercial property. This reassessment was appealed and the tax department agreed that due to the nature of our business and the satisfaction of all the conditions for Industrial zoning were still in effect our property shall continue to be assessed on the basis of Industrial zoning.

As you can see, I had no reasons to believe that a tax reassessment had taken place and as a result I was not aware of changes until the tax notice arrived. I am thus appealing to your sense of justice and fairplay to roll back this assessment to the previous figure which reflected the Industrial zoning. I also feel that it should be a matter of policy to notify businesses or property owners by separate letter if arbitrary changes are being made to an assessment or changes that are being made without there being some changes to the property or business itself, such as an arbitrary change in zoning as evidenced by this case. Such a policy would remove the appearance of stealth and the hope that the property owner does not notice and possibly object.

I trust that this appeal will receive your favorable consideration.

Respectfully yours

Rene Weber
Rene Weber

14 June 1991

Dr. Rene Weber
Central Animal Clinic Ltd.
2404 Gaetz Avenue
RED DEER, Alberta
T4R 1M3

Dear Sir:

RE: BUSINESS ASSESSMENT/TAXES
ROLL #91-18650

As discussed at our meeting on June 11, 1991, this letter is to summarize our position regarding your business assessment/tax increase for 1991.

The business assessment was increased after we found that Peavy Mart, Bower Business Centre (front building) and neighbouring businesses along Gaetz Avenue were assessed at a higher rate (highway commercial) than the Animal Clinic.

Previously, the Animal Clinic was assessed at a rate used for premises in an industrial area, and currently it is assessed at a rate for premises in a highway commercial area.

We recognize that the Animal Clinic land is zoned for industrial business; whereas, most other lands in the surrounding vicinity are zoned for highway commercial. Pursuant to The City of Red Deer Business Tax Bylaw and the Municipal Taxation Act, we are required to assess all business premises on the basis of gross annual rental value. If the Animal Clinic was to lease its premises, the rental value would be comparable to the rental value of other comparable buildings in the area. Regardless of the zoning, premises of a like nature in the same area would command the same rental value, therefore the reason for assessing the Animal Clinic premises similarly to Peavy Mart and Bower Business Centre.

It is never our intention to be coercive or secretive when making our assessments, although taxpayers are sometimes surprised by the change in an assessment. An assessment notice is mailed every year to each taxpayer for two principal reasons:

1. To alert them to the fact that business and property taxes will be levied, and

Dr. Rene Weber
Page 2
14 June 1991

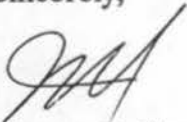
2. To advise of a change in the assessment, which may prompt the taxpayer to inquire why the assessment has changed, and in turn, the taxpayer may appeal his assessment within the 30-day period as noted on the assessment notice.

We are planning to show the previous year's assessment on the assessment notice, together with the current assessment, as soon as we can re-program our computerized tax system.

It is unfortunate that you did not notice the change in the assessment during the complaint period (30 days from the mailing date of the assessment notice). On reviewing our assessment files, I find no error in the calculations and agree with the assessor that your premises should be assessed on the same basis as your neighbours.

I trust this satisfactorily explains our position regarding this issue.

Sincerely,



Myron Chilibeck, A.M.A.A.
Assessment Supervisor

MC/ngl

DATE: 9 July 1991
 TO: City Clerk
 FROM: Assessment Supervisor
 RE: BUSINESS ASSESSMENT / TAXES
 CENTRAL ANIMAL CLINIC LTD. (DR. WEBER)

In reference to the letter from Central Animal Clinic, the following is an outline of the situation, legislation and our position.

Section 3 and 4 of The Business Tax Bylaw, #2032 states as follows:

3. The Assessor shall before the thirty-first (31st) day of December in each year, make a business assessment of all premises in The City, notwithstanding that any such premises are unoccupied and no business is exercised or operated therein or thereon.
4. The business assessment shall be a sum equal to the gross annual rental value of the premises occupied.

From 1983 to 1990, the Animal Clinic was assessed at a rate used for premises in an industrial area. For 1991 taxation, these premises were reassessed at a highway commercial rate. This changed the assessment from \$17 690 to \$30 270 with a resulting tax increase from \$576 to \$986.

The business assessment was increased when it was found that the Animal Clinic was assessed at an industrial rate, whereas Peavy Mart, Bower Business Centre (Bldg D - Front Bldg) and neighbouring business along Gaetz Avenue were assessed at a highway commercial rate.

Section 66 of the Municipal Taxation Act is quoted as follows:

"When the interest of any person was at the time of the assessment assessable in respect of any property, business, trade or profession, or in respect of any share or interest in it, by reason of which his name was entered on the assessment roll and

- (a) there has been no complaint to the court of revision in accordance with this act, or
- (b) there has been a complaint to the court of revision, but there has been no appeal to the Appeal Board as herein provided for,

then, on the expiration of the time limited for the lodging of complaints or for forwarding notice of appeal to the Appeal Board, as the case may be, the assessment of the property, business, trade, or profession or any share or interest therein, entered opposite his name on the roll or as altered by the Court of Revision, as the case may be, shall be deemed incontestably to be the proper, lawful and final

City Clerk
Page 2
July 9, 1991

assessment of the property, business, trade, or profession of his share or interest therein.

The business assessment notice was mailed on February 1, 1991, with the final day for filing a complaint to the Court of Revision being March 4, 1991. No complaint to the Court of Revision was received from Central Animal Clinic Ltd. The assessment was questioned when the 1991 Tax Notices were sent in May.

The business assessment of the premises is as follows:

- (a) Area assessed - 3850 square feet
- (b) Total assessment - \$30 270
- (c) 1991 Taxes at 3.26% - \$986.80

Based on the foregoing information, administration and/or Council do not have the jurisdiction to alter the assessment and tax which is in place for 1991.

Section 106 of the Municipal Tax Act is quoted as follows:

- "(1) A council may with respect to a specific property or business pass a resolution in any case where the council considers it equitable to do so
- (a) to cancel or refund all or any part of a tax levy, or"

City Council can if they consider it equitable to do so cancel all or part of the 1991 tax levy for the Animal Clinic.

Recommendation

Administration cannot recommend or support the cancellation or refund of all or part of the tax levy. The procedure for appeal is outlined clearly in the act and the taxpayer should use this provision of the act if he feels the assessment is wrongly calculated.



Myron Chilibeck
Assessment Supervisor

MC/njh

FILE: c:\data\alan\memos\caclinic.tax

DATE: July 11, 1991
TO: CITY CLERK
FROM: DIRECTOR OF FINANCIAL SERVICES
RE: CENTRAL ANIMAL CLINIC - BUSINESS TAX 1991

Prior to 1991 the Business tax assessment for the Clinic was based on an industrial rate. In 1990 the Assessment section reviewed the industrial rate and determined this was inconsistent with other properties in the area. This resulted in an increased assessment for business tax purposes.


The business tax assessment notice mailed to Mr. Weber reflected the revised rates. In accordance with legislation there is a time period provided for appeal of the assessment. Mr. Weber failed to appeal within the allowed period. As a result, the only recourse Mr. Weber has for 1991 is to ask Council to cancel the increase portion.

The change from an industrial to a commercial assessment was the result of a review conducted of rates. The industrial rate was no longer consistent with the adjacent properties and other properties in the area that were zoned industrial but assessed for business tax purposes at a commercial rate. Examples of properties in the area zoned industrial but assessed at commercial business rates include the Drummond Brewery, Peavey Mart and the Chrysler Plant.

There is no justification for Mr. Weber's business assessment to remain at an industrial rate and should probably have been changed in previous years. The commercial assessment reflects what the property should rent for even with the industrial zoning.

RECOMMENDATION

That the request be denied.



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

AW/mrk

c.c. Tax Supervisor

Commissioner's Comments:

We would concur with the recommendations of the City Administration. It would appear that for a number of years the Central Animal Clinic has been assessed at a rate lower than appropriate for the area. Central Animal Clinics do of course have the right to appeal to the Court of Revision for the 1992 taxes.

"M. C. Day"
City Commissioner

DATE June 27, 1991


TO:

- ☐ DIRECTOR OF COMMUNITY SERVICES
☐ DIRECTOR OF ENGINEERING SERVICES
☒ DIRECTOR OF FINANCIAL SERVICES
☐ BYLAWS & INSPECTIONS MANAGER
☒ CITY ASSESSOR (Could you please forward a copy of
your June 14, 1991 letter to us with
your comments, and
send a copy of same to
Alan Wilcock. Thanks)
☐ COMPUTER SERVICES MANAGER
☐ ECONOMIC DEVELOPMENT MANAGER
☐ E.L. & P. MANAGER
☐ ENGINEERING DEPARTMENT MANAGER
☐ FIRE CHIEF
☐ PARKS MANAGER
☐ PERSONNEL MANAGER
☐ PUBLIC WORKS MANAGER
☐ R.C.M.P. INSPECTOR
☐ RECREATION & CULTURE MANAGER
☐ SOCIAL PLANNING MANAGER
☐ TRANSIT MANAGER
☐ TREASURY SERVICES MANAGER
☐ URBAN PLANNING SECTION MANAGER
☐

FROM: CITY CLERK

RE: CENTRAL ANIMAL CLINIC - BUSINESS TAXES 1991.

Please submit comments on the attached to this office by July 15
1991 for the Council Agenda of JULY 22, 1991.


C. SEVCIK
City Clerk

**THE CITY OF RED DEER**

P. O. BOX 5008, RED DEER, ALBERTA T4N 3T4 FAX: (403) 348-6195

City Clerk's Department 342-8132

June 27, 1991

Central Animal Clinic Ltd.
2404 Gaetz Avenue
Red Deer, Alberta
T4R 1M3

Attention: Rene Weber

Dear Madam:

RE: TAX ASSESSMENT - BUSINESS TAXES - 2404 GAETZ AVENUE

I acknowledge receipt of your letter of June 24, 1991 regarding the business taxes levied against Central Animal Clinic Ltd. for the year 1991.

As requested by you, this item will be placed on the JULY 22, 1991 Council agenda, and discussed at said Council meeting.

Council meetings begin at 4:30 p.m., recess for supper at 6:00 p.m. and reconvene at 7:00 p.m. If you would please telephone our office on Friday, July 19, we will advise you of the time that Council will be discussing this item in the event you wish to be in attendance.

When entering City Hall after 4:30 p.m. the evening of a Council meeting, please enter on the park side and proceed up to the 2nd floor Council Chambers, enter and please be seated.

If you have any questions prior to July 19, please do not hesitate to contact the writer.

Sincerely,

(MR.) KELLY KLOSS
ASSISTANT CITY CLERK
KK/sp

*a delight
to discover!*



THE CITY OF RED DEER

P. O. BOX 5008, RED DEER, ALBERTA T4N 3T4 FAX: (403) 346-6195

FILE No.

City Clerk's Department 342-8132

July 24, 1991

Central Animal Clinic Ltd.
2404 Gaetz Avenue
RED DEER, Alberta
T4R 1M3

Attention: Dr. R.W. Weber

Dear Sir:

RE: BUSINESS TAXES FOR CENTRAL ANIMAL CLINIC - ROLL #91-18650

Your letter of June 24, 1991 appealing the business taxes levied against Central Animal Clinic Ltd. received consideration at the Council meeting of July 22, 1991.

At the above noted meeting, Council passed the following motion denying your request.

"RESOLVED that Council of The City of Red Deer, having considered correspondence from Central Animal Clinic Ltd. dated June 24, 1991 re: request to reduce Business Tax and Assessment, hereby agrees that said request be denied, and as recommended to Council July 22, 1991."

The decision of Council in this instance is submitted for your information and I am also enclosing herewith the administrative comment which appeared on the July 22nd agenda (pages 99-103).

We thank you for your letter in this instance and for taking the time to come to the Council meeting of July 22nd. If you have any questions, please do not hesitate to contact the undersigned.

Sincerely,

C. Sevcik
City Clerk
CS/jt
Att.

c.c. Director of Financial Services

City Assessor



*a delight
to discover!*



PET PRODUCTS LTD.

104

BOX 214 MYNARSKI PARK, ALBERTA T0M 1N0 • PHONE: (403) 886-4014 • FAX: (403) 886-2011

NO. 6

The City of Red Deer-
P.O.Box 5008
Red Deer -Alta
T4N 3T4

July 2, 1991

Dear Sirs,

We are writing to you in regards to a previous problem we have incurred; our water meter.

Previous correspondence has been received from your office and understanding that, we do not question the ability of your staff. We would like to obtain additional information to explain our confusion in regards to this matter.

We would like to take this opportunity to explain some things which we have noticed. Hopefully after hearing our concerns you may be able to assist in explaining these discrepancies.

In October of 1990, we started to question the dollar value of our water bill and by January of 1991 we concluded that there was a problem of some kind.

At this time we contacted a mechanical contractor; who we felt should inspect the building before we contacted you. The building was thoroughly inspected and water waste of any kind was not located.

January of 1991 was the highest bill we had received and coincidentally in this month, production was at its lowest. Our meter was tested on February 5, 1991 by Mr. E.L. Brown. Since this meter testing, our bills for water and sewer have been a \$177.00 per month or lower, in comparison to \$709.00 of January 1991. The companies production levels have been comparable in both 1990 and 1991 and yet our bills have been quite different.

We feel that consumption of the magnitude reflected in our bills is unrealistic and we would appreciate a credit to our account.

We are looking forward to your early reply.

LW/FS



CITY OF RED DEER

Yours truly,

Fred Stabel

DATE: July 15, 1991
TO: City Clerk
FROM: Public Works Manager
RE: **TRIXIE PET PRODUCTS - WATER BILL**

We have reviewed the letter dated July 2, 1991 from Trixie Pet Products Ltd. We have been dealing with this item since February of this year.

Trixie Pet Products had expressed a concern to us about the magnitude of their water bills and they thought there may be a problem with the water meter. In response to a request from Mr. Stabel, Public Works staff agreed to test the water meter. The meter test revealed no malfunctions in the water meter, but did indicate the meter was recording approximately 95% of water consumed. The results of the test were provided to Mr. Stabel.


The meter was re-calibrated and reinstalled on February 8, 1991. Trixie Pet Products employees recorded water meter readings daily from February 8 to March 13, 1991. Their readings indicated an average consumption of 481.8 cubic feet per day between February 8 and February 19, 1991. From February 20 to March 12, 1991 average consumption dropped to 108.6 cubic feet per day.

Since there were no changes to the water meter during this time, we would suggest that drop in water usage was related to a change in Trixie Pet Products operations. Public Works employees had made several suggestions as to steps the company could take to reduce water consumption. Perhaps some of these had been undertaken.

In summary, it does not appear that Trixie Pet Products Ltd. was charged for water they did not use.

RECOMMENDATION:

That the water charges to Trixie Pet Products Ltd. are valid and no credit should be granted.


Gordon Stewart, P. Eng.
Public Works Manager

GAS/blm

cc Director of Engineering Services

Commissioner's Comments:

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

"M. C. Day"
City Commissioner

Director of Financial Services



THE CITY OF RED DEER

P. O. BOX 5008, RED DEER, ALBERTA T4N 3T4 FAX: (403) 348-6195

City Clerk's Department 342-8132

July 5, 1991

Trixie Pet Products Ltd.
Box 214
MYNARSKI PARK, Alberta
T0M 1N0

Attention: Mr. Fred Stabel

Dear Sir:

RE: TRIXIE PET PRODUCTS LTD. - WATER BILL

Thank you for your letter in regard to the above, and we would advise that this matter will be presented to Red Deer City Council at its meeting on July 22, 1991.

Please call this office on Friday prior to the said meeting to determine a suitable time, in the event you wish to be present.

Trust you will find this satisfactory.

Sincerely,

((Mr.) Kelly Kloss
Assistant City Clerk

/jt



*a delight
to discover!*

DATE July 5, 1991

TO:

<input type="checkbox"/>	DIRECTOR OF COMMUNITY SERVICES
<input checked="" type="checkbox"/>	DIRECTOR OF ENGINEERING SERVICES
<input checked="" type="checkbox"/>	DIRECTOR OF FINANCIAL SERVICES
<input type="checkbox"/>	BYLAWS & INSPECTIONS MANAGER
<input type="checkbox"/>	CITY ASSESSOR
<input type="checkbox"/>	COMPUTER SERVICES MANAGER
<input type="checkbox"/>	ECONOMIC DEVELOPMENT MANAGER
<input type="checkbox"/>	E.L. & P. MANAGER
<input type="checkbox"/>	ENGINEERING DEPARTMENT MANAGER
<input type="checkbox"/>	FIRE CHIEF
<input type="checkbox"/>	PARKS MANAGER
<input type="checkbox"/>	PERSONNEL MANAGER
<input checked="" type="checkbox"/>	PUBLIC WORKS MANAGER
<input type="checkbox"/>	R.C.M.P. INSPECTOR
<input type="checkbox"/>	RECREATION & CULTURE MANAGER
<input type="checkbox"/>	SOCIAL PLANNING MANAGER
<input type="checkbox"/>	TRANSIT MANAGER
<input type="checkbox"/>	TREASURY SERVICES MANAGER
<input type="checkbox"/>	URBAN PLANNING SECTION MANAGER
<input type="checkbox"/>	


NOTE: This site is located
at the Red Deer
Industrial Airport.

FROM:

CITY CLERK

RE: TRIXIE PET PRODUCTS - WATER BILL

Please submit comments on the attached to this office by July
15, 1991 for the Council Agenda of July 22, 1991.


C. SEVCIK
City Clerk



PET PRODUCTS LTD.

BOX 214 MYNARSKI PARK, ALBERTA T0M 1N0 • PHONE: (403) 886-4014 • FAX: (403) 886-2011

The City of Red Deer
P.O. Box 5008
Red Deer - Alta
T4N 3T4

July 2, 1991

Dear Sirs,

We are writing to you in regards to a previous problem we have incurred; our water meter.

Previous correspondence has been received from your office and understanding that, we do not question the ability of your staff. We would like to obtain additional information to explain our confusion in regards to this matter.

We would like to take this opportunity to explain some things which we have noticed. Hopefully after hearing our concerns you may be able to assist in explaining these discrepancies.

In October of 1990, we started to question the dollar value of our water bill and by January of 1991 we concluded that there was a problem of some kind.

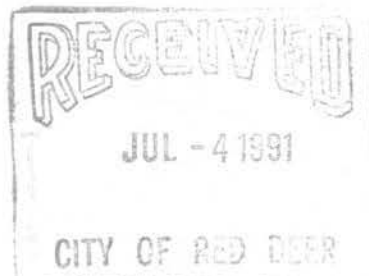
At this time we contacted a mechanical contractor; who we felt should inspect the building before we contacted you. The building was thoroughly inspected and water waste of any kind was not located.

January of 1991 was the highest bill we had received and coincidentally in this month, production was at its lowest. Our meter was tested on February 5, 1991 by Mr. E.L. Brown. Since this meter testing, our bills for water and sewer have been a \$177.00 per month or lower, in comparison to \$709.00 of January 1991. The companies production levels have been comparable in both 1990 and 1991 and yet our bills have been quite different.

We feel that consumption of the magnitude reflected in our bills is unrealistic and we would appreciate a credit to our account.

We are looking forward to your early reply.

LW/FS



Yours truly,

Fred Stabel



THE CITY OF RED DEER

P. O. BOX 5008, RED DEER, ALBERTA T4N 3T4 FAX: (403) 348-6195

City Clerk's Department 342-8132
July 24, 1991

Trixie Pet Products Ltd.
Box 214
MYNARSKI PARK, Alberta
T0M 1N0

Attention: Mr. Fred Stabel

Dear Sir:

RE: TRIXIE PET PRODUCTS - WATER BILL

Your letter of July 2, 1991 expressing concern regarding the magnitude of your water bills received consideration at the Council meeting of July 22, 1991.

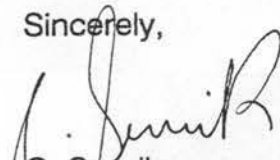
At the above noted meeting, Council passed the following motion denying your request for a credit.

"RESOLVED that Council of The City of Red Deer, having considered correspondence from Trixie Pet Products Ltd. dated July 2, 1991 re: request for a credit for water charges, hereby agrees that said request be denied, and as recommended to Council July 22, 1991."

The decision of Council in this instance is submitted for your information and I am also enclosing herewith the administrative comments which appeared on the July 22nd agenda (page 105).

I wish to thank you for your letter in this instance and for taking the time to come to the Council meeting aforementioned. If you have any questions, please do not hesitate to contact the undersigned.

Sincerely,


C. Sevcik
City Clerk
CS/jt
Att.

c.c. Director of Engineering Services
Public Works Manager

Director of Financial Services



*a delight
to discover!*

NO. 7



106

July 3, 1991

THE CITY OF RED DEER
CLERK'S DEPARTMENT

RECEIVED	
TIME	9:58 AM
DATE	July 4 / 91
BY	QT

The City of Red Deer
City Hall
City Clerks Department
4914 - 48th Avenue
P.O. Box 5008
Red Deer, Alberta
T4N 3T4

Attention: Mr. C. Sevcik

Dear Sirs:

RE: APPLICATION FOR LANE PURCHASE & CLOSURE
PLAN 6881 E.T., ALL OF THE LANE INCLUDING
CORNER CUT, WHICH LIES NW OF THE WEST LIMIT
OF 49TH AVENUE, AS SHOWN ON SUBDIVISION PLAN
4816 R.S. (SW-16-38-27-4)

This will confirm that Canada Safeway wishes to be placed on the Agenda for the July 22, 1991 first reading before Council respecting the above noted lane purchase and closure. It is our understanding that this will allow us to have second and third readings before Council on September 3, 1991 to complete the lane closure by-law.

The timing of these respective meetings will allow us to meet other critical dates with respect to our construction schedule.

We are currently in the process of negotiating with the City of Red Deer Land Administrator for the purchase of the lane. We hope to arrive at a fair market value shortly. Further, we will shortly be meeting with all concerned departments, i.e. Electrical, Telephone, Public Works, Engineering Services, etc., to determine the scope and cost of site development work with respect to utilities relocation.

Also, in advance of the September 3, 1991 second and third reading, Safeway will be closing on the properties it has optioned, north of the laneway. We will further be providing a consolidated survey of the site.

... /2

Safeway further plans to make formal application for a development permit by July 15, 1991 and would further plan to resolve all of the above noted matters by the end of September, 1991 with a view to commencing construction of the new store by approximately November 1, 1991.

We continue to give these matters our full attention and will co-operate with the City of Red Deer in all reasonable respects in order to complete this process.

Canada Safeway wish to thank the City of Red Deer and its various departments for the high level of co-operation which we have experienced since making this application. We understand that the Council agrees in principle to this lane closure, subject to these outstanding matters being resolved.

We look forward to the July 22, 1991, first reading for the lane closure and would respectfully request confirmation of same.

Yours truly

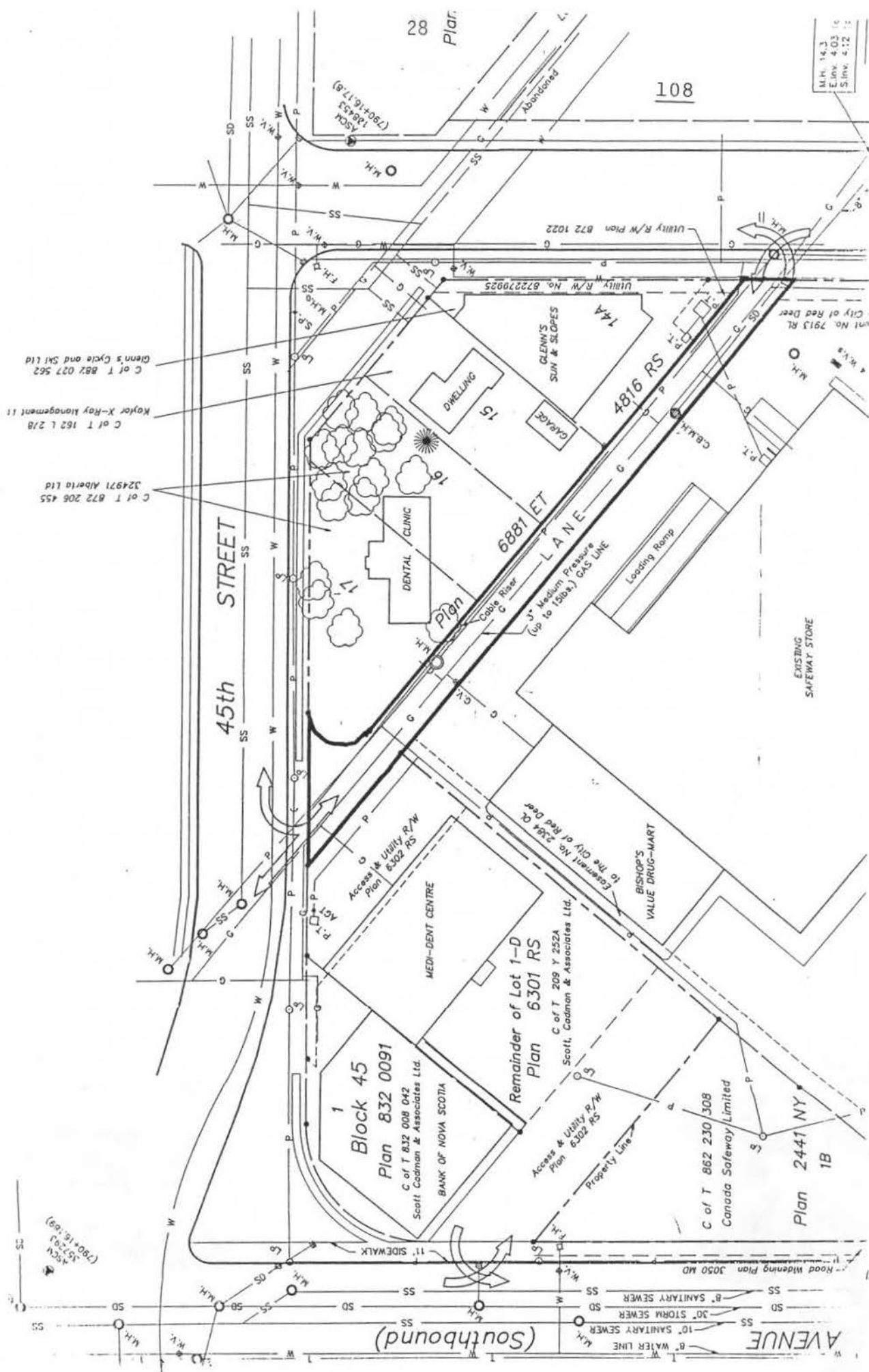
CANADA SAFEWAY LIMITED

A handwritten signature in cursive script, appearing to read "M. Kenny for".

Michael Kenny
Real Estate Representative

MK/ec

c.c.: Earl Brown
Alex Ertis





Royal
Canadian
Mounted
Police

Gendarmerie
royale
du
Canada

109

Security Classification / Designation
Classification / Désignation Sécuritaire

May 31, 1991

Your file

Votre référence

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

Our file

Notre référence

ATTENTION: City Clerk

Dear Sir/Madam:

RE: Safeway - Application for Lane Purchase and
Closure Plan - 6881 E.T., N.W. of West Limit
of 49th Avenue. SW 16-38-27-4

Reference your memo dated 91 MAY 28, and letter from Canada Safeway Limited dated 91 MAY 27.

From our point of view the closure and sale of this lane way would not hamper our access to the area assuming Canada Safeway Limited exercises their option to purchase described property.

Yours truly,

(R.L. BEATON) Insp.

O i/c Red Deer City Detachment

Red Deer City Detachment
Bag 5033
Red Deer, Alberta
T4N 6A1

/vl

Canada

110

DATE: June 3, 1991
TO: City Clerk
FROM: Director of Engineering Services
RE: CANADA SAFEWAY LIMITED
LOTS 1B AND 2A, PLAN 2441 N.Y.
APPLICATION FOR LANE PURCHASE AND CLOSURE

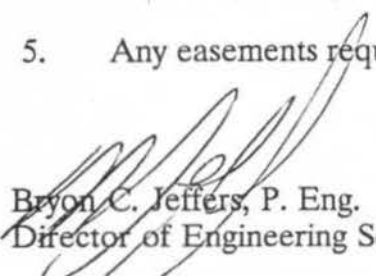
Engineering Services has reviewed the correspondence from the applicant.

In reviewing our record plans, we have determined there are no water or sanitary sewer mains in the lane. There is a storm lead extending in from the east. This could be treated as a service if the lane way sold to Safeway.

RECOMMENDATION

We would respectfully recommend that Council give favourable consideration to the application, subject to the following conditions:

1. Negotiation of a mutually acceptable price.
2. Execution of a sales agreement.
3. Written confirmation from other effected City departments and also other utility companies that may be affected, that they have no objections or that their concerns can be satisfied.
4. Written confirmation that adjacent property owners do not object.
5. Any easements required by either the City or other utility companies being obtained.


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

BCJ/emg

c.c. Director of Community Services
c.c. By-laws and Inspections Manager
c.c. City Assessor
c.c. Economic Development Manager
c.c. E. L. & P. Manager
c.c. Fire Chief
c.c. Public Works Manager
c.c. RCMP Inspector
c.c. Urban Planning Sections Manager

DATE: 30 May 1991
TO: City Clerk
FROM: Land Administrator
RE: SAFEWAY - APPLICATION FOR LANE PURCHASE AND CLOSURE
PLAN 6881 E.T., NW OF WEST LIMIT OF 49 AVE.
& PT. OF SW 16-38-27-4

We have reviewed the information and application for the above-noted lane purchase and closure, etc., and have no objection to the approval of the lane sale, subject to the following conditions:

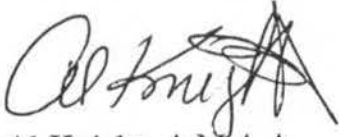
1. The existing easements on the property to remain.
2. Easement(s) on laneway area for utilities as presently installed to be in place prior to finalization of sale, or

Approved arrangements for and payment of all relocations of utilities, etc., to accommodate the release of caveats, if desired, by the applicant.
3. Subject to all other departments' comments.
4. Sale of the land at market value.
5. Approval by City Council.
6. Subject to land sale agreements and approval by the City solicitor.
7. Property taxes to be paid in full.
8. Consolidation of all lots to one parcel.
9. Lane closure advertising, etc., as required in the Municipal Government Act.
10. All necessary permits, approvals, etc., being in place before any work commences.
11. All costs associated with the closures, sale, consolidation, etc., to be borne by the applicant.

Further, the applicant has requested that the City provide his office with the name of the appropriate contact in City Hall with regard to the negotiations for the purchase of the lane. The Land Department suggests that our department should be the contact personnel with

City Clerk
Page 2
May 30, 1991

regard to this transaction. Therefore, Al Knight (342-8120) and/or Bill Lees (342-8121) would be the contact people.

A handwritten signature in dark ink, appearing to read 'Al Knight', with a stylized flourish at the end.

Al Knight, A.M.A.A.
Land Administrator

AK/ngl

c.c. Economic Development Manager
Director of Finance

DATE: May 31, 1991
TO: City Clerk
FROM: Public Works Manager
RE: **SAFEWAY - APPLICATION FOR LANE PURCHASE**

The Public Works Department has reviewed this request. This lane presently contains one catchbasin manhole and a storm sewer line for drainage. It also provides access to the parking for Glenn's Sun & Slopes.

If an agreement could be reached between Safeway and Glenn's Sun & Slopes, for access and drainage, the Public Works Department would not object to the sale of the lane. If this were the case, the catchbasin manhole and storm line in the lane would be turned over to Safeway.

If the site were to be redeveloped, we would recommend to the developer that he provide a second water main feed to the site to increase reliability. All that is required is a tie-in to the existing main, on 49 Avenue, from their on-site water line.

RECOMMENDATION:

The lane be sold at market value to Safeway, subsequent to a suitable agreement with Glenn's Sun & Slopes for access and drainage.



Gordon Stewart, P. Eng.
Public Works Manager

GAS/blm

cc Director of Community Services
Director of Engineering Services
Bylaws & Inspections Manager
City Assessor
Economic Development Manager

E.L. & P. Manager
Fire Chief
R.C.M.P. Inspector
Urban Planning Section Manager

DATE: June 7, 1991
TO: Charlie Sevcik, City Clerk
FROM: Alan Scott, Manager Economic Development
RE: **SAFEWAY - APPLICATION FOR LANE PURCHASE AND CLOSURE**

Please be advised that the Economic Development Department has no objection to the sale and closure of the above lane. This would be on the understanding that Glenn's Sun and Slopes is able to retain physical access to their property.



Alan V. Scott
MANAGER ECONOMIC DEVELOPMENT

AVS/mm

DATE: May 30, 1991

TO: C. Sevcik
City Clerk

FROM: Daryle Scheelar
E. L. & P.

RE: Safeway - Proposed Lane Purchase & Closure
Plan 6881 E.T.
E. L. & P. File # 91-108

E. L. & P. would not object to the sale and closure of the above mentioned lane subject to:

1. The lane width being maintained as an utility right of way or 6 meter easement to accommodate the existing underground electrical system.
2. The owners being held responsible for all electrical service charges required due to the reconstruction and/or electrical service relocations for CRU's due to this development.
3. The owner obtaining all easements and alignments required by E. L. & P. on-site and the surrounding CRU's to accommodate any changes required to their electrical system.

The owners/developers are asked to contact E. L. & P. for our cost estimates related to the proposed new site.

Should you have any questions or comments, please advise.



Daryle Scheelar,
Distribution Engineer

RL/jjd

p.c. Michael Kenny, Safeway



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

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

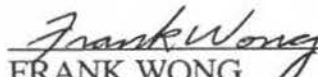
TO: Charles Sevcik, City Clerk

DATE: June 4, 1991

FROM: Frank Wong, Planning Assistant

RE: Safeway - Application for Lane Purchase and Closure
Plan 6881 E.T., N.W. of West Limit of 49th Avenue
S.W. 16-38-27-4

Please be advised that Planning Staff have no objections to the sale and closure of the above lane provided that Glen's Sun and Slopes retains physical access.


FRANK WONG
PLANNING ASSISTANT

FW/pim

c/c Director of Community Services
Director of Engineering Services
Bylaws & Inspections Manager
City Assessor
Economic Development Manager
E. L. & P. Manager
Fire Chief
Public Works Manager
R.C.M.P. Inspector

MUNICIPALITIES WITHIN COMMISSION AREA

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

DATE: June 3, 1991

TO: CHARLIE SEVCIK
City Clerk

FROM: CRAIG CURTIS, Director
Community Services Division

RE: SAFEWAY: APPLICATION FOR LANE PURCHASE & CLOSURE
Your Memo of May 28, 1991 refers

1. Canada Safeway Ltd. is proposing to extensively redevelop its downtown store and construct a new 54,800 sq. ft. facility. As part of this redevelopment, it has an option to purchase lots 15, 16, and 17, Plan 6881 ET and Lot 14A, Plan 4816 RS, which are located to the north of the lane at the intersection of 45th Street and 49th Avenue. Canada Safeway Ltd. is requesting to purchase the lane from the City in order to consolidate the entire site.
2. I have discussed this matter with the Parks and Recreation & Culture Managers. We have no objection to the closure and sale of the lane providing that Canada Safeway Ltd. finalizes the purchase of the lots to the north.



CRAIG CURTIS

:kl

- c. Lowell Hodgson, Recreation & Culture Manager
Don Batchelor, Parks Manager

Commissioners' Comments

July 8, 1991.

We would concur with the recommendations that the lane be sold to Canada Safeway subject to the terms and conditions outlined by the Administration and subject to the redevelopment of the property proceeding.

"R.J. MCGHEE"
Mayor

"M.C. DAY"
City Commissioner

Commissioner's Comments:

July 22, 1991

We would concur with the comments of the Administration and would recommend Council proceed with first reading of a lane closure bylaw, and agree to sell the lane to Safeway at fair market value, such sale and closure being subject to the conditions outlined by the Administration. It is apparent that the Medi-dent Centre, which is also served by this lane, has not been acquired by Safeway and accordingly, the approval of the Medi-dent Centre be included as an additional condition.

"M. C. Day"
City Commissioner



THE CITY OF RED DEER

P. O. BOX 5008, RED DEER, ALBERTA T4N 3T4 FAX: (403) 346-6196

City Clerk's Department 342-8132

July 23, 1991

Safeway
47th Floor, Petro-Canada Centre
150 - 6 Avenue S.W.
P.O. Box 864, Station "M"
CALGARY, Alberta
T2P 2J6

Attention: Mr. Michael Kenny
Real Estate Representative

Dear Sir:

RE: APPLICATION FOR LANE PURCHASE AND CLOSURE - PLAN 6881 E.T.
LANE CLOSURE BYLAW NO. 3052/91

Your letter of July 3, 1991, applying for closure and purchase of the lane including corner cut-off which lies northwest of the west limit of 49 Avenue as shown on Subdivision Plan 4816 R.S. (S.W. 16-38-27-4) to accommodate a proposed development by Canada Safeway on the adjacent site, received consideration at the Council meeting of July 22, 1991.

At the above noted meeting, Council passed the following motion in regard to your application.

"RESOLVED that Council of The City of Red Deer, having considered correspondence from Safeway dated July 3, 1991 re: application for Lane Purchase and Lane Closure, Plan 6881 E.T., N.W. of West Limit of 49 Avenue, as shown on Subdivision Plan 4816 R.S. (S.W. 16-38-27-4), hereby agrees as follows:

1. That the lane be sold to Safeway subject to the conditions as outlined by the Administration and the necessary Lane Closure Bylaw being approved;
2. That Council direct the Administration to proceed with the necessary Lane Closure Bylaw;

....2



*a delight
to discover!*

Mr. Michael Kenny
Safeway
July 23, 1991
Page 2

3. That items 1. and 2. above are subject to the Medi-Dent Centre, which is located adjacent to the lane, being in agreement with same;

and as presented to Council July 22, 1991."

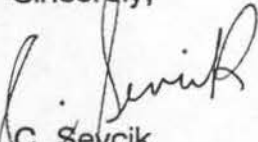
In addition, Council gave first reading to Lane Closure Bylaw 3052/91, a copy of which is enclosed herewith. Also enclosed are the comments of the administration which appeared on the July 22nd Council agenda and which comments are referred to in the above quoted resolution (pages 109 to 118).

This office will now proceed with preparation of advertising for a public hearing to be held on Tuesday, September 3, 1991 commencing at 7:00 p.m. or as soon thereafter as Council may determine. The advertising is scheduled to appear in the Red Deer Advocate on Friday, August 2nd and 9th. You are required to deposit with the City Clerk prior to public advertising an amount equal to the estimated cost of public advertising which, in this instance, is \$500.00. We will require this deposit by no later than Tuesday, July 30, 1991 in order to proceed with the advertising as scheduled above. Once the actual costs are known, you will be either invoiced for or refunded the balance.

I trust you will find this satisfactory and that you will be able to comply with the conditions as outlined by the administration and further, that you will obtain a letter of agreement from the Medi-Dent Centre and supply us with a copy of same prior to second and third reading of the bylaw.

If you have any questions, please do not hesitate to contact the undersigned.

Sincerely,



C. Sevcik
City Clerk
CS/jt
Enc.

c.c. Director of Engineering Services
Bylaws & Inspections Manager
Economic Development Manager
Fire Chief
R.C.M.P. Inspector
Council & Committee Secretary, Wilma

Director of Community Services
City Assessor
E. L. & P. Manager
Public Works Manager
Urban Planning Section Manager

BYLAW NO. 3052/91

Being a Bylaw to close a portion of lane in the City of Red Deer as described herein.

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

- 1 The following portion of lane in the City of Red Deer is hereby closed:

Plan 6881 E.T.

All of the Lane, including Corner Cut which lies North West of the West limit of 49th Avenue as shown on Subdivision Plan 4816 R.S. (S.W. 16-38-27-4).

EXCEPTING THEREOUT ALL MINES AND MINERALS.

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

READ A FIRST TIME IN OPEN COUNCIL this 22nd day of July , A. D. 1991.

READ A SECOND TIME IN OPEN COUNCIL this day of , A. D. 1991.

READ A THIRD TIME IN OPEN COUNCIL this day of , A. D. 1991.

MAYOR

CITY CLERK

17 July 1991

Canada Safeway Ltd.
47th Floor, Petro Canada Centre
150, 6th Avenue, SW
P.O. Box 864, Station "M"
CALGARY, Alberta
T2P 2J6

Attention: Michael Kenny, Real Estate Representative

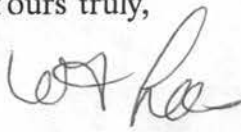
Dear Sir:

RE: CANADA SAFEWAY LTD.
LOTS 1B & 2A, PLAN 2441 N.Y AND
APPLICATION TO PURCHASE LANE SITUATED ON AND ABUTTING
THE NORTH SIDE OF LOT 2A, PLAN 2441 N.Y.

Further to the City Clerk's letter of June 27, 1991, we advise that an inhouse evaluation indicates a fair market value of \$8.00/sq. ft. for the approximate 7,000 sq. ft. of lane.

As indicated in the previous correspondence, the sale of this lane right-of-way is to be subject to the City administration's comments and the redevelopment of the Safeway property proceeding.

Yours truly,


W. F. Lees
Land Supervisor

WFL/ngl

c.c. City Clerk
Manager of Economic Development



June 11, 1991

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

Attention: C. Sevcik, City Clerk
City Clerks Department

Dear Sirs:

RE: APPLICATION FOR LANE PURCHASE & CLOSURE
PLAN 6881 E.T., ALL OF THE LANE INCLUDING
CORNER CUT, WHICH LIES NW OF THE WEST LIMIT
OF 49TH AVENUE, AS SHOWN ON
SUBDIVISION PLAN 4816 R.S. (S.W. 16-38-27-4)

We acknowledge receipt of your letter of May 29, 1991 respecting the above noted lane purchase and closure.

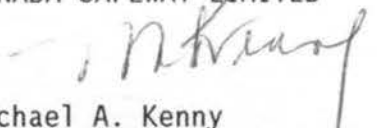
This will confirm that the writer will represent Canada Safeway at the June 24 Council Meeting on which this request has been placed.

You noted in your letter that administrative comments appearing on the Agenda will be available on Friday, June 21, 1991. If possible, we would like to request, in advance, that these comments be faxed to this office on that date to 237-5116. If there is any additional information which you feel Canada Safeway should know in advance of the meeting, kindly contact the writer directly at 260-8683.

In closing, we wish to thank the City of Red Deer for giving this matter such prompt attention.

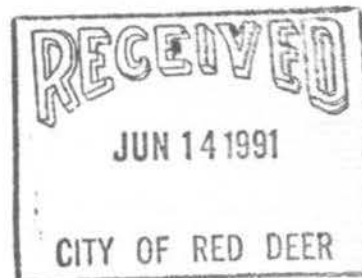
Yours truly

CANADA SAFEWAY LIMITED


Michael A. Kenny
Real Estate Representative

MAK/ec

c.c.: E. Brown
R. McIntosh
D. Miner



DATE May 28, 1991

TO:

<input checked="" type="checkbox"/>	DIRECTOR OF COMMUNITY SERVICES
<input checked="" type="checkbox"/>	DIRECTOR OF ENGINEERING SERVICES
<input type="checkbox"/>	DIRECTOR OF FINANCIAL SERVICES
<input checked="" type="checkbox"/>	BYLAWS & INSPECTIONS MANAGER
<input checked="" type="checkbox"/>	CITY ASSESSOR
<input type="checkbox"/>	COMPUTER SERVICES MANAGER
<input checked="" type="checkbox"/>	ECONOMIC DEVELOPMENT MANAGER
<input checked="" type="checkbox"/>	E.L. & P. MANAGER
<input type="checkbox"/>	ENGINEERING DEPARTMENT MANAGER
<input checked="" type="checkbox"/>	FIRE CHIEF
<input type="checkbox"/>	PARKS MANAGER
<input type="checkbox"/>	PERSONNEL MANAGER
<input checked="" type="checkbox"/>	PUBLIC WORKS MANAGER
<input checked="" type="checkbox"/>	R.C.M.P. INSPECTOR
<input type="checkbox"/>	RECREATION & CULTURE MANAGER
<input type="checkbox"/>	SOCIAL PLANNING MANAGER
<input type="checkbox"/>	TRANSIT MANAGER
<input type="checkbox"/>	TREASURY SERVICES MANAGER
<input checked="" type="checkbox"/>	URBAN PLANNING SECTION MANAGER
<input type="checkbox"/>	

NOTE:

LARGE DRAWINGS ARE
AVAILABLE FOR VIEWING
IN THE CITY CLERK'S
OFFICE.


(Small Drawing
enclosed).

FROM:

CITY CLERK

SAFEWAY - APPLICATION FOR LANE PURCHASE & CLOSURE
RE: PLAN 6881 E.T., N.W. OF WEST LIMIT OF 49 AVE.
S.W. 16-38-27-4

Please submit comments on the attached to this office by JUNE 17,
1991 for the Council Agenda of JUNE 24, 1991.


C. SEVCIK
City Clerk



FOR INFORMATION OR ASSISTANCE, CALL
POUR INFORMATION OU ASSISTANCE,
COMPOSEZ LE

1-800 GO FEDEX™

1-800-463-3339

400-8377 2242



DATE OF SHIPMENT DATE D'EXPÉDITION 05 27 91	ORIGIN STATION I.D. N. DE LA SUCC. D'ORIGINE YYC	DEST. STATION I.D. N. DE LA SUCC. DEST. YYC
---	--	---

TELEPHONE NO. / NO. DE TÉLÉPHONE (403) 260-8600
--

FROM (SENDER'S NAME) / DE (NOM DE L'EXPÉDITEUR)

COMPANY NAME / NOM D'ENTREPRISE CANADA SAFEWAY LTD

STREET ADDRESS / ADRESSE 150 - 6 AVE SW 47TH FLR

CITY / VILLE CALGARY	PROV. AB	COUNTRY PAYS CANADA	POSTAL CODE CODE POSTAL T2P 2J6
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3 SENDER REFERENCES (IF NEEDED) / RÉFÉRENCES DE L'EXPÉDITEUR (SI NÉCESSAIRE) (LIMIT 24 CHARACTERS)

4 SPECIAL HANDLING / MANUTENTION SPÉCIALE (NOT AVAILABLE TO ALL DESTINATIONS / NON DISPONIBLES À TOUTES LES DESTINATIONS)

5 SERVICES 11 PRIORITY OVERNIGHT 12 FEDEX PAK 16 FEDEX ENVELOPE OTHER AUTRE

6 BILL TRANSPORTATION CHARGES TO: FACTURER LES FRAIS DE TRANSPORT À: (MUST CHECK ONE) (COCHER UNE CASE)
--

7 THE SENDER AGREES TO THE TERMS AND CONDITIONS SET FORTH BELOW AND ON THE REVERSE OF YOUR COPY OF THIS WAYBILL AND WARRANT THAT THE INFORMATION CONTAINED ON THIS WAYBILL IS TRUE AND CORRECT. OUR LIABILITY FOR LOSS OR DAMAGE IS LIMITED TO \$100 UNLESS YOU DECLARE A HIGHER VALUE IN ACCORDANCE WITH THE TERMS ON THE REVERSE OF THIS WAYBILL. OUR LIABILITY FOR DELAY IS LIMITED TO A REFUND OF YOUR CHARGES FOR THIS SHIPMENT.

8 DIM SHIPMENT ENVOI VOL

9 RECEIVED AT / REÇU À

10 TOTAL CHARGES - FRAIS TOTAUX

11 RELEASE SIGNATURE / SIGNATURE DE DÉCHARGE
--

2 DELIVER TO ADDRESS BELOW / LIVRER À L'ADRESSE CI-DESSOUS	1 HOLD AND NOTIFY TELEPHONE NO. / RETENIR ET APPELER AU NO.	HOLD STATION I.D. / N. DE LA SUCC. DET.
--	---	---

TO (CONSIGNEE'S NAME) / À (NOM DE DESTINATAIRE)	TELEPHONE NO. / NO. DE TÉLÉPHONE
---	----------------------------------

COMPANY NAME / NOM D'ENTREPRISE City of Red Deer

STREET ADDRESS (NO P.O. BOX NUMBERS) / ADRESSE (AUCUN NUMÉRO DE CASE POSTALE) 4914 - 48 Avenue

CITY / VILLE Red Deer Alta	PROV. CANADA	POSTAL CODE CODE POSTAL T4N 3T4
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3 DANGEROUS GOODS PER THE ATTACHED SHIPPER'S DECLARATION / MARCHANDISES DANGEREUSES EN VERTU DE LA DÉCLARATION DE L'EXPÉDITEUR CI-INCLUSE

4 CASH IN ADV. / PAIEMENT COMPTANT

5 FEDEX EMP. N° / No d'EMPL. FEDEX DATE 5/27/91 TIME 1700
--

6 SENDER AUTHORIZES FEDERAL EXPRESS TO DELIVER THIS SHIPMENT WITHOUT OBTAINING A DELIVERY SIGNATURE AND SHALL INDEMNIFY AND HOLD HARMLESS FEDERAL EXPRESS FROM ANY CLAIMS RESULTING THEREFROM.
--

7 L'EXPÉDITEUR AUTORISE FEDERAL EXPRESS À LIVRER LE PRÉSENT COLIS SANS AVOIR OBTENU DE SIGNATURE ATTESTANT DE LA LIVRAISON ET LIBÈRE FEDERAL EXPRESS DE TOUTE RÉCLAMATION POUVANT EN RÉSULTER.
--

8 TOTAL CHARGES - FRAIS TOTAUX

9 RELEASE SIGNATURE / SIGNATURE DE DÉCHARGE

10 TOTAL CHARGES - FRAIS TOTAUX

11 RELEASE SIGNATURE / SIGNATURE DE DÉCHARGE
--

SEE ALSO BACK OF THIS WAYBILL FOR FURTHER INFORMATION
POUR PLUS DE RENSEIGNEMENTS CONSULTEZ L'ENDOS DE CETTE LETTRE DE TRANSPORT

CONSIGNEE / DESTINATAIRE

FORMAT #01

081

USE OF THIS WAYBILL CONSTITUTES YOUR AGREEMENT TO THE SERVICE CONDITIONS IN YOUR CURRENT SERVICE GUIDE, AVAILABLE ON REQUEST.
EN UTILISANT CETTE LETTRE DE TRANSPORT VOUS ACCEPTEZ LES CONDITIONS DE SERVICE TELLES QU'ELLES FIGURENT DANS LE GUIDE DES SERVICES ACTUELLEMENT EN VIGUEUR ET DISPONIBLE SUR DEMANDE.

RECEIVED BY / REÇU PAR

DATE _____

TO:

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

*Note: Large Drawings
are available
for viewing
in the City
Clerks Office*

FROM:

CITY CLERK

RE:

Safeway - Lane Closure Request

Please submit comments on the attached to this office by *June*

17 for the Council Agenda of *June 24*.



ACKNOWLEDGE

C. SEVCIK
City Clerk



THE CITY OF RED DEER

P. O. BOX 5008, RED DEER, ALBERTA T4N 3T4 FAX: (403) 346-6195

City Clerk's Department 342-8132

May 29, 1991

SAFEWAY
Canada Safeway Limited
4th Floor, Petro Canada Centre
150 - 6th Avenue, S.W.
P. O. Box 864, Station M,
Calgary, Alberta
T2P 2J6

Attention: Michael Kenny
Real Estate Representative

Dear Sirs:

RE: APPLICATION FOR LANE PURCHASE & CLOSURE, PLAN 6881 E.T.
ALL OF THE LANE INCLUDING CORNER CUT, WHICH LIES NW OF THE WEST LIMIT OF 49
AVENUE, AS SHOWN ON SUBDIVISION PLAN 4816 R.S. (S.W. 16-38-27-4.)

I acknowledge receipt of your letter dated May 27, 1991 with regard to your request to purchase from the City the above-noted lane for the purpose of legal closure.

Your request will be placed on the June 24, 1991 Council Agenda, and will be discussed at said meeting.

Council meetings begin at 4:30 p.m. and recess for supper between 6:00 and 7:00 p.m., reconvening at 7:00 p.m. If you would telephone our office on Friday morning, June 21, we will advise you of what time this matter will be discussed by Council. Also, if you wish, administrative comments appearing on the agenda will be available to you on Friday, June 21st.

I am assuming that a representative of Canada Safeway will be in attendance at the June 24 Council meeting. Please request that he enter City Hall on the park side and proceed to the 2nd Floor, Council Chambers.

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

Sincerely,

C. SEVCIK
CITY CLERK
CS/sp



RED DEER

*a delight
to discover!*

DATE: May 29, 1991

FILE NO.

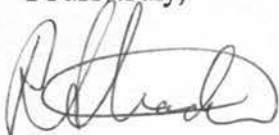
TO: City Clerk

FROM: Bylaws and Inspections Manager

RE: **SAFEWAY - APPLICATION FOR LANE PURCHASE & CLOSURE
PLAN 6881 E.T. N.W. OF WEST LIMIT OF 49 AVENUE**

In response to your memo of May 28, 1991, regarding the above referenced site, we wish to advise that we have no objections to the proposed lane closure.

Yours truly,

A handwritten signature in dark ink, appearing to read 'R. Strader', is written over the typed name.

R. Strader
Bylaws and Inspections Manager
BUILDING INSPECTION DEPARTMENT

RS/vs

DATE: May 29, 1991
TO: City Clerk
FROM: Fire Marshal
RE: SAFEWAY LANE PURCHASE

This department has no objection to the purchase and closure of the lane on this property.

A handwritten signature in black ink, appearing to read "Cliff Robson", with a long horizontal flourish extending to the right.

Cliff Robson
Fire Marshal

CR/lf



THE CITY OF RED DEER

P. O. BOX 5008, RED DEER, ALBERTA T4N 3T4 FAX: (403) 346-6195

City Clerk's Department 342-8132

DATE: 9/06/20

OUR FAX NO: (403) 346-6195

NUMBER OF PAGES INCLUDING THIS PAGE: 10

FAX TO: Safeway
ATTENTION: Michael A. Kenny
THEIR FAX NO: 237-5116

FROM: Charlie Smith
DEPARTMENT: City Clerk's

MESSAGE AREA (if required):

Attached are the comments appearing
on the Committee of the Whole Agenda for June 24/91.
regarding to your application to purchase
the lone adjacent Safeway lands downtown.
Charlie.

*a delight
to discover!*



THE CITY OF RED DEER

P. O. BOX 5008, RED DEER, ALBERTA T4N 3T4 FAX: (403) 346-6195

City Clerk's Department 342-8132

June 27, 1991

Canada Safeway Ltd.
47th Floor, Petro Canada Centre
150, 6 Avenue S.W.
P.O. Box 864, Station M
CALGARY, Alberta
T2P 2J6

Attention: Michael Kenny
Real Estate Representative

Dear Sir:

RE: CANADA SAFEWAY LTD. - LOTS 1B AND 2A, PLAN 2441 N.Y.
APPLICATION FOR LANE PURCHASE AND CLOSURE

I would advise that at the Committee of the Whole meeting of Red Deer City Council, consideration was given to your letter dated May 27, 1991 concerning the above topic.

At said meeting, Council agreed that the lane in question be sold to Canada Safeway subject to the terms and conditions outlined by the City administration and subject to the redevelopment of the property proceeding. In this regard I have included a copy of the administrative comments which appeared on the Committee of the Whole agenda, outlining the required terms and conditions.

I would also advise that should Safeway plan to proceed to purchase the lane, it would be required that same be closed. In this regard, the procedure that must be followed in accordance with the Municipal Government Act is that first reading of a road closure bylaw must be given, following which Council's intent to close said lane must be advertised with a public hearing being held at least 14 days after the date of the last publication. For example, if first reading of a road closure bylaw were to be held at a Council meeting on July 22nd, the public hearing and consideration of final readings of the bylaw would not be held until the Council meeting of September 3, 1991.

For this department to proceed with the closure of the lane, we would require a letter of intent from your office by July 10, 1991 in order that we might prepare the necessary bylaw for consideration at the July 22, 1991 Council meeting. If your letter of intent is not

....2



RED DEER

*a delight
to discover!*

*letter coming for
July 22 meeting*

Canada Safeway Ltd.
Attn: Michael Kenny
June 27, 1991
Page 2

received by this time, but for the subsequent Council meeting on August 6, 1991, the bylaw could not be finalized until the September 30, 1991 Council meeting, as the September 16, 1991 meeting has been cancelled.

As was advised at the Committee of the Whole meeting, your contact for the negotiation of the purchase of this lane would be the City Assessor, Mr. Al Knight, or in his absence, the Land Supervisor, Mr. Bill Lees.

Trusting you will find this satisfactory. If you have any questions or require further clarification, please do not hesitate to contact the undersigned.

Wishing you all the best in your development.

Sincerely,



(Mr.) Kelly Kloss
Assistant City Clerk

KK/jt

Enc.

c.c. City Assessor
Land Supervisor
Director of Engineering Services
Director of Community Services
Bylaws & Inspections Manager
Economic Development Manager
E. L. & P. Manager
Fire Chief
Public Works Manager
R.C.M.P. Inspector
Urban Planning Section Manager
City Solicitor

NO. 7



July 3, 1991

THE CITY OF RED DEER
CLERK'S DEPARTMENT

RECEIVED	
TIME	9:58 AM
DATE	July 4 / 91
BY	GT

The City of Red Deer
City Hall
City Clerks Department
4914 - 48th Avenue
P.O. Box 5008
Red Deer, Alberta
T4N 3T4

Attention: Mr. C. Sevcik

Dear Sirs:

RE: APPLICATION FOR LANE PURCHASE & CLOSURE
PLAN 6881 E.T., ALL OF THE LANE INCLUDING
CORNER CUT, WHICH LIES NW OF THE WEST LIMIT
OF 49TH AVENUE, AS SHOWN ON SUBDIVISION PLAN
4816 R.S. (SW-16-38-27-4)

This will confirm that Canada Safeway wishes to be placed on the Agenda for the July 22, 1991 first reading before Council respecting the above noted lane purchase and closure. It is our understanding that this will allow us to have second and third readings before Council on September 3, 1991 to complete the lane closure by-law.

The timing of these respective meetings will allow us to meet other critical dates with respect to our construction schedule.

We are currently in the process of negotiating with the City of Red Deer Land Administrator for the purchase of the lane. We hope to arrive at a fair market value shortly. Further, we will shortly be meeting with all concerned departments, i.e. Electrical, Telephone, Public Works, Engineering Services, etc., to determine the scope and cost of site development work with respect to utilities relocation.

Also, in advance of the September 3, 1991 second and third reading, Safeway will be closing on the properties it has optioned, north of the laneway. We will further be providing a consolidated survey of the site.

. . . /2



ATTORNEY GENERAL

Land Titles
North Alberta
Land Registration District

SAFETY

10908 - 97 Street, P.O. Box 2380, Edmonton, Alberta, Canada T6J 2T3 403/427-2742 Fax 403/422-8477

Our File: S.W. 16-38-27-4

1991-07-16

Raymac Surveys Ltd.
9715 Horton Road, S.W.
Calgary, Alberta
T2V 2X5

Transmitted by Fax to 253-6823

ATTENTION: Al Jamieson

Dear Sir:

Re: Proposed Lane Closure - Plan 6881 E.T.

The following legal description will be acceptable for Lane Closure purposes. We request you review the legal description to ensure that it meets with your requirements.

" Plan 6881 E.T.
All of the Lane, including Corner Cut
which lies North West of the West limit of 49TH Avenue
as shown on Subdivision Plan 4816 R.S.
(S.W. 16-38-27-4)

Excepting thereout all mines and minerals "

If you have any further questions regarding this matter, please feel free to contact this Office at your convenience.

Yours truly,

L. Murdoch
for A.H. Gartke
Technical Manager
Surveys

LM/jo

RAYMAC

PHONE: (403) 259-5423



SURVEYS LTD.

10 - 9715 HORTON ROAD S.W., CALGARY, ALBERTA T2V 2X5

FACSIMILE TRANSMITTAL FORM

Page 1 of 2

If all pages are not received, please call 259-5423.

DATE: JULY 16/91 TIME: 4:15 P.M.

TRANSMISSION TO: THE CITY OF RED DEER

ATTENTION: KELLY (342-8134)

DEPARTMENT: _____

REFERENCE: COPY OF A LETTER FROM
L.T.O. IN REGARDS TO LANE
CLOSURE.

ANY QUESTIONS PLEASE CALL

A. Jamieson
SIGNED

Safeway - Red Deer
Store No. 113

Site Plan found
in Paper Copy Only

We the undersigned wish to voice our strong objections for allowing the contractors of Melcor to continue the construction of Victoria Park in Anders on Sundays.

We can appreciate Melcor's and the contractor's desire to finish the job as quickly as possible, due to wet weather delays, however, we also oppose the noise and continuous drone of machinery weekdays after 7:00 P.M.

NAME	ADDRESS	PHONE #	SIGNATURE
LENDRA CARRIERE	#63 MARTIN CL.	340-2107	<i>[Signature]</i>
THOMAS CARRIERE	#63 MARTIN CL.	340-2107	<i>[Signature]</i>
DAVE MACK	87 MARTIN CL	342 2865	<i>[Signature]</i>
MARY MACK	87 MARTIN CL	342 2865	<i>[Signature]</i>
Wayne McCaffrey	107 Martin Cl	340-8898	<i>[Signature]</i>
Lyncan Prescott	111 Martin CL	347-3313	<i>[Signature]</i>
Lyla Langford	115 Martin Close	343-7840	<i>[Signature]</i>
Brad Langford	115 Martin Close	343-7840	<i>[Signature]</i>
C. Metzger	123 Martin Close	342-6710	<i>[Signature]</i>
JEFF ROBERTS	7 MAYBERRY CLOSE	346-5367	<i>[Signature]</i>
Sharon LaClare	11 Mayberry Close	346-8089	<i>[Signature]</i>
Larry LaClare	11 Mayberry Close	346-8089	<i>[Signature]</i>
Lynne Ruetter	15 Mayberry Close	343-8717	<i>[Signature]</i>
T.M. HENSBY	47 MARTIN CLOSE	347-6347	<i>[Signature]</i>

THE CITY OF RED DEER
CLERK'S DEPARTMENT

RECEIVED	
TIME	2:20 PM
DATE	July 12/91
BY	JS

TO THE MAYOR AND COUNCIL OF THE CITY OF RED DEER

We the undersigned wish to voice our strong objections for allowing the contractors of Melcor to continue the construction of Victoria Park in Anders on Sundays.

We can appreciate Melcor's and the contractor's desire to finish the job as quickly as possible, due to wet weather delays, however, we also oppose the noise and continuous drone of machinery weekdays after 7:00 P.M.

NAME	ADDRESS	PHONE #	SIGNATURE
RICHARD F. DRAVES	74 MARTIN	346-4938	R F Draves
Donna Draves	74 Martin	346-4938	Donna Draves
JENN DUBOIS	67 MARTIN	342-1840	J. Dubois
Chantelle Dubois	67 Martin	342-1840	Chantelle Dubois
AL JORGENSEN	78 MARTIN	346-5844	A. Jorgensen
A. Jorgensen	78 Martin Cl.	346-5844	A. Jorgensen
Paul Marasco	82 Martin	347-2580	Paul Marasco
Larry Ironside	83 Martin Cl.	342-6907	Larry Ironside
J. McNamara	90 Martin Cl.	342-0528	J. McNamara
Lori Kuefler	99 Martin Cl.	343-1209	Lori Kuefler
DEL KUEFLER	99 MARTIN CL	343-1209	Del Kuefler
Jennette Ridley	95 MARTIN CL	347-1671	J. Ridley
Gordon Kvalthe	79 Martin Cl.	342-5709	Gordon Kvalthe

DATE: July 15, 1991

FILE NO. 91-1734

TO: City Clerk

FROM: Bylaws and Inspections Manager

RE: **NOISE IN ANDERS SUBDIVISION**

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

Bylaw 2626/79 (Noise Bylaw), Section 6, states that unless permission is obtained from the City Development Officer, no person shall operate various construction machines, except from 7:00 a.m. to 10:00 p.m., and not on Sundays at any time.

This department received complaints from residents adjacent to Melcor's project, regarding machinery working on Sunday. We notified Melcor of the Bylaw provisions, and they then applied for permission to work on Sundays. After considering their application, in light of the complaints received and Melcor's schedule, we granted permission to work on Sundays between 10:00 a.m. and 7 p.m., subject to review at our discretion.

We appreciate the concerns of the residents; however, we were also aware that Melcor was falling behind schedule. This situation occurs whenever residential subdivision are developed adjacent to houses that are occupied. It is difficult to reconcile these two groups; however, while it is no comfort to the residents, the construction eventually moves to a new area.

Recommendation: While sympathetic to the resident's concern, we cannot support their request.

Yours truly,



R. Strader
Bylaws and Inspections Manager
BUILDING INSPECTION DEPARTMENT

RS/vs

Commissioner's Comments:

Section 5 of the Noise Bylaw allows us to prevent contractors from working the overnight hours any day of the week, while Section 6 allows us to prohibit operation on Sundays unless permission is first obtained. It is our view that there may be a legal difficulty in enforcing Section 6 of the Bylaw, and a report from the City Solicitor on this topic will be presented in due course.

If this opinion is correct, we are relying on the cooperation of the contractor with respect to the days he works, and secondly, we concur fully with actions and comments of the Bylaws & Inspections Manager.

For Council's information, the pressure to work on Sunday came from the developer, and in fact the contractor did not work on Sunday July 14, 1991, and does not propose to work on Sunday, July 21, 1991 and in fact is unlikely to work any Sundays on this job.

"M. C. Day"
City Commissioner

DATE

July 12, 1991

TO:

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

PLEASE NOTE:

If the comments could be
in by Noon on Monday, it
would be much appreciated.
by Mike Day and myself.

Kelly

FROM:

CITY CLERK

RE: PETITION - NOISE IN ANDERS SUBDIVISION RE: CONSTRUCTIONPlease submit comments on the attached to this office by MondayJuly 15 for the Council Agenda of July 22, 1991.

C. Sevcik
C. SEVCIK
City Clerk

**THE CITY OF RED DEER**

P. O. BOX 5008, RED DEER, ALBERTA T4N 3T4 FAX: (403) 346-6195

City Clerk's Department 342-8132

PERSONAL*Ph. 340-5310
Fax 340-5022.*

June 14, 1991

Mr. Gordon J. Ludtke
c/o Alberta Environment
4920 - 51 Street, Room #304
RED DEER, Alberta
T4N 6K8

Dear Sir:

RE: PETITION - CONSTRUCTION NOISE IN ANDERS PARK

Thank you for the petition in regard to the above, and we would advise that this matter will be presented to Red Deer City Council at its meeting on July 22, 1991.

Please call this office on Friday prior to the said meeting to determine a suitable time, in the event you or other petitioners wish to be present.

Trust you will find this satisfactory.

Sincerely,

Kelly Kloss
Assistant City Clerk

/jt

*a delight
to discover!*



THE CITY OF RED DEER

P. O. BOX 5008, RED DEER, ALBERTA T4N 3T4 FAX: (403) 346-8195

City Clerk's Department 342-8132

July 24, 1991

Mr. Gordon Ludtke
79 Martin Close
RED DEER, Alberta
T4R 1P6

Dear Mr. Ludtke:

RE: CONSTRUCTION NOISE PETITION - ANDERS PARK SUBDIVISION

The petition which you submitted concerning construction noise in Anders Park was presented on the Council agenda of July 22, 1991.

At the aforementioned meeting, Council passed the following motion.

"RESOLVED that Council of The City of Red Deer, having considered Petition from residents of the Morrisroe Subdivision re: Noise after 7:00 p.m. weekdays and all day Sundays - Construction of Victoria Park, Anders (Melcor), hereby agrees that no action be taken at this time relative to this matter, and as presented to Council July 22, 1991."

The decision of Council in this instance is submitted for your information and I am also enclosing herewith the administrative comments which appeared on the Council agenda of July 22nd (pages 121-122).

As indicated at the Council meeting, Council may prevent the noise during certain hours of the day, however, it may not set special hours which apply to Sunday alone. In advice received from the City Solicitor, it was noted that the Charter of Rights prevents special treatment of Sundays. This is the result of cases decided in the area of hours of business and Sunday shopping bylaws which state that special treatment of Sundays infringes the religious freedoms of those whose Holy Day is other than a Sunday. Notwithstanding the above, the developer at the Council meeting indicated that the contractors would not work on Sundays unless due to unforeseen circumstances or emergency, it became necessary to do so. As further noted in the comments from the Bylaws and Inspections Manager, while it is no comfort to the residents, the construction is eventually completed and moves to a new area.

....2



*a delight
to discover!*

Mr. Gordon Ludtke
July 24, 1991
Page 2

We thank you for your petition in this instance and for taking the time to come to the Council meeting of July 22nd. Your understanding and forbearance is appreciated. If you have any questions, please do not hesitate to contact the undersigned.

Sincerely,

A handwritten signature in dark ink, appearing to read 'C. Sevcik', is written over the typed name.

C. Sevcik
City Clerk

CS/jt

Enc.

c.c. City Commissioners
Bylaws and Inspections Manager
Melcor Developments

NO. 1NOTICES OF MOTION

DATE: JULY 9, 1991
TO: CITY COUNCIL
FROM: ASSISTANT CITY CLERK
RE: NOTICE OF MOTION - ALDERMAN CAMPBELL -
PUBLICATION OF AGENDA SUMMARY IN LOCAL MEDIA.

The attached documents were submitted to Council at its meeting of July 8, 1991 relative to the above topic. As Alderman Campbell was not present at said meeting, Council agreed to defer consideration of this matter to this Council meeting.

Please note that an additional memo regarding the Shaw Cable Community Channel has been added to this item, which did not appear on the July 8, 1991 agenda.



KELLY KLOSS
ASSISTANT CITY CLERK
KK/sp

DATE: June 27, 1991
TO: City Council
FROM: Assistant City Clerk
RE: NOTICE OF MOTION - ALDERMAN JOHN CAMPBELL
PUBLICATION OF AGENDA SUMMARY IN LOCAL MEDIA

At the Council meeting of June 24, 1991, the following Notice of Motion was submitted by Alderman Campbell concerning the above topic.

"WHEREAS the general public has indicated a growing interest in the matters to be considered by City Council;


AND WHEREAS Vision 2020 recognizes and encourages public awareness and participation in municipal matters;

AND WHEREAS it is in the best interest of the public and the municipal government to be well informed on matters before Council;

NOW THEREFORE BE IT RESOLVED that the Council of The City of Red Deer publish an abbreviated agenda in the local media prior to regular Council meetings."

NOTE: This would allow the public time to familiarize themselves with matters being considered by Council in order to contact appropriate persons to express their considered opinion prior to resolutions being passed.

This is submitted for Council's information.



Kelly Kloss
Assistant City Clerk

KK/jt

DATE: July 2, 1991
TO: City Council
FROM: Assistant City Clerk
RE: NOTICE OF MOTION - ALDERMAN JOHN CAMPBELL
PUBLICATION OF AGENDA SUMMARY IN LOCAL MEDIA

In response to the Notice of Motion submitted by Alderman Campbell, I would advise as follows:

Agenda Process

In preparing Council agenda, the following guidelines are used:

Monday before Council meeting

- Compile all items including administration comments in preparation for meeting with City Commissioners on Tuesday.

Tuesday

- Meet with City Commissioners both Tuesday morning and afternoon to review items and prepare Commissioners' comments.
- In the afternoon, secretary begins typing Commissioners' comments and putting agenda together.

Wednesday

- Meeting with Commissioners continues in finalizing Council items and finishing Commissioners' comments.
- In the afternoon, secretary finishes putting the agenda document together.
- Late Wednesday, early Thursday, City Clerks reviews total agenda and agenda index, then forwards to printer.

Thursday

- Draft resolutions are prepared by the City Clerk in the morning.
- Agenda and draft resolutions are delivered to Council and the administration Thursday afternoon.

City Council
July 2, 1991
Page 2

Friday

- Agenda available to the public and media.
- Agenda item times are set.

The above schedule is sometimes interrupted if additional agenda items must be compiled or the agenda is extremely long.

Advertising Timelines

The City attempts to advertise the majority of its ads in the Friday City page. The general rule for placing such ads is that same must be to the paper by noon two days prior to the date which the ad appears. In this regard, to be included in the Friday's paper, we must have any ads to the paper by noon Wednesday.

In order for us to place an ad in the Saturday paper, we would have to have the ad to the paper by Thursday noon.

Relative to the notice of motion, I believe that advising the public of agenda items is beneficial, however, I do believe this, to a great extent, already exists.

In both the Saturday, Sunday and Monday papers of the Advocate, major issues that are going before Council are highlighted usually in a manner that offers much greater detail than what we could afford in any abbreviated agenda summary. In the Sunday Express, a section titled "Council At A Glance" is also published highlighting major Council issues. This form of coverage is at no cost to the City.

The cost of running an ad would be between \$150 to \$500 per appearance, depending on how much of the agenda was included and how much detail went into same. Notwithstanding this, preparing this summary would add yet another duty to be performed by the City Clerk in an already extremely busy week filled with deadlines. To elaborate, just to publish the index page of the agenda is not enough, we must do a summary to adequately inform the public. Normally, this would not be a problem, however, in order for the summary to be timely, this would have to be completed during one of our busiest periods and could not be done with the present staff.

Currently we do have some people (usually businesses) come to our department on Friday morning to look over the agenda and determine if there is anything that may affect them. Any members of the public is also able to visit our department to view the agenda.

City Council
July 2, 1991
Page 3

One avenue which Council may wish to pursue is to approach Shaw Cable and request that they place a copy of our agenda index page on their community programming channel. I believe there is no cost for this and it could begin running some time Friday evening.

Recommendation

1. That the City not advertise an abbreviated summary in the local papers due to:
 - a) Adequate coverage is already provided in the local papers and broadcast media of Council items.
 - b) The cost of running such an ad.
2. That the administration be directed to review the possibility of putting the agenda summary on the community Shaw Cable channel.

Respectfully submitted,



Kelly Kloss
Assistant City Clerk

KK/jt

Commissioners' Comments

We would concur with the recommendation of the Assistant City Clerk.

"R.J. MCGHEE"
Mayor

"M.C. DAY"
City Commissioner

DATE: July 9, 1991
TO: City Council
FROM: Assistant City Clerk
RE: NOTICE OF MOTION - ALDERMAN JOHN CAMPBELL -
PUBLICATION OF AGENDA SUMMARY IN LOCAL MEDIA

Further to my memo of July 2, 1991 concerning the above topic, I would advise that I have received additional information concerning Recommendation 2 in the above noted report which recommends that the administration be directed to review the possibility of putting the agenda summary on the community Shaw Cable channel.

In discussing this issue with Shaw Cable personnel, we were advised that there is no charge for putting information on the community channel. The one problem that does arise, however, is actually getting the information into the community channel system.

Due to the limited number of staff which Shaw Cable has for community programs, the information that appears on the community channel is typed in by volunteers. The information is usually typed in by these volunteers on Tuesdays and Thursdays, however, this may vary depending on the volunteers' regular occupation and the time that they are able to allot to this. Entering of information normally does not take place on the weekend due to a limited amount of people willing to volunteer during this time.

As noted in my previous memo, the agenda is available to the public on Friday morning and, as such, we would be able to get the summary to Shaw Cable Friday morning. The problem that does arise is that although we get the information to Shaw Cable in a timely manner, there may be no volunteers to enter the information onto the system. Unfortunately, Shaw Cable system is not compatible to our microcomputers so information is not transferable by way of computer disk.

In light of the above information, I believe it would not be advantageous to put the agenda summary on the Shaw Cable community channel as the consistency and continuity of same is questionable. If we are able to get it on for one Council meeting, however not the next Council meeting, thus being inconsistent, we as well as Shaw Cable would probably receive numerous complaints.

City Council
July 9, 1991
Page 2

RECOMMENDATION

In light of the above information and that contained in my letter of July 2, 1991, I would recommend as follows:

1. That the City not advertise an abbreviated summary in the local papers.
2. That the agenda summary be not put on the community Shaw Cable channel.
3. That the City Clerk's Department continue to make available agenda items to the media in a timely manner so the media may report on Council agenda items prior to the meeting.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Kelly Kloss', written over a horizontal line.

Kelly Kloss
Assistant City Clerk

KK/jt

BYLAW NO. 3052/91

Being a Bylaw to close a portion of lane in the City of Red Deer as described herein.

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

- 1 The following portion of lane in the City of Red Deer is hereby closed:

Plan 6881 E.T.

All of the Lane, including Corner Cut which lies North West of the West limit of 49th Avenue as shown on Subdivision Plan 4816 R.S. (S.W. 16-38-27-4).

EXCEPTING THEREOUT ALL MINES AND MINERALS.

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

READ A FIRST TIME IN OPEN COUNCIL this day of , A. D. 1991.

READ A SECOND TIME IN OPEN COUNCIL this day of , A. D. 1991.

READ A THIRD TIME IN OPEN COUNCIL this day of , A. D. 1991.

MAYOR

CITY CLERK