

A G E N D A

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FOR THE REGULAR MEETING OF RED DEER CITY COUNCIL
TO BE HELD IN THE COUNCIL CHAMBERS, CITY HALL,
TUESDAY, APRIL 2, 1991,
COMMENCING AT 4:30 P.M.

* * * * *

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ADDITIONAL AGENDA # /

FOR THE REGULAR MEETING OF RED DEER
CITY COUNCIL TO BE HELD ON TUESDAY, APRIL 2, 1991,
IN THE COUNCIL CHAMBERS OF CITY HALL,
RED DEER, COMMENCING AT 4:30 P.M.

- | | | |
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ADDITIONAL AGENDA # 2

FOR THE REGULAR MEETING OF RED DEER
CITY COUNCIL TO BE HELD ON TUESDAY, APRIL 2, 1991,
IN THE COUNCIL CHAMBERS OF CITY HALL,
RED DEER, COMMENCING AT 4:30 P.M.

- 1) River Bend Golf & Recreation Society - Re: Recommendation for
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UNFINISHED BUSINESSNO. 1

DATE: March 21, 1991
TO: City Council
FROM: City Clerk
RE: SNELL AND OSLUND SURVEYS 1979 LTD.
APPLICATION TO REZONE LOTS 1 TO 5, BLOCK 8, PLAN 2376 A.I.
6103 - 51 AVENUE (BELZEROWSKI)

The above noted application to redesignate certain lands owned by Mr. Belzerowski to accommodate an 8-plex development thereon was considered at the Council meeting of January 21, 1991, however, first reading of the draft bylaw was withheld at the request of Mr. Gillis Oslund.

We have now received a memo from Mr. Oslund (copy attached) requesting the matter go before Council at the earliest possible opportunity based on a plan indicating an altered R2 boundary designation.

We are reproducing hereafter the material which appeared on the Council agenda of January 21, 1991, along with additional comments from the administration.



C. Sevcik
City Clerk

CS/jt

Att.

SNELL & OSLUND SURVEYS (1979) LTD.

HEAD OFFICE

PO BOX 610

4826 - 47TH STREET

RED DEER, ALBERTA

T4N 5G6

OFFICE PHONE: (403) 342-1255

G. OSLUND A.L.S. PENG. (RES.) 346-6342

D. VANDENBRINK A.L.S. PENG. (RES.) 886-2474

G. ROSS A.L.S. (RES.) 342-0046

LAND SURVEYORS AND PROFESSIONAL ENGINEERS

SUBDIVISION, MUNICIPAL, OILFIELD

SURVEYS AND REPORTS

SPECIAL ATTENTION TO URBAN,

RURAL AND OILFIELD SURVEYS

BRANCH OFFICE

PO BOX 1930

ROCKY MOUNTAIN HOUSE

ALBERTA TQM 170

OFFICE PHONE: (403) 845-4646

B. HAAGSMA A.L.S. (RES.) 845-4980

November 30, 1990

File 599-001

City Clerk,
City of Red Deer,
Box 5008,
RED DEER, AB.
T4N 3T4

Dear Sir:

Re: Lots 1 - 5, Block 8, Plan 2376 A.I.

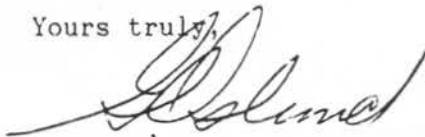
Please accept this as a request to zone the above noted property from the existing zoning of A-1 to R-2. The amended zoning is requested as the existing single family dwelling is very old and in poor structural condition. The owner wishes to demolish the existing house and construct a new 8-plex on the noted property. The 8-plex would be a conditional use and require Municipal Planning Commission approval for the development permit.

As an alternative a zoning of R-3 could be considered. Under this zoning an 8-plex would be a permitted use if all conditions are met.

This is being submitted on behalf of the registered owners.

Thank you for your consideration in this matter.

Yours truly,

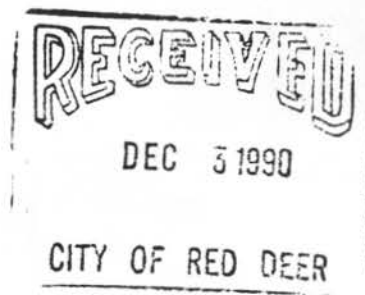


Gillis Oslund, A.L.S., P.Eng.

GO;lt

c.c. Bill Lees

c.c. Bob Belzerowski





**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

TO: Mr. C. Sevcik, City Clerk

DATE: December 27, 1990

FROM: D. Rouhi, Senior Planner

RE: Snell & Oslund, Rezoning Application
Lots 1 - 5, Block 8, Plan 2376 A.I.
6103 - 51st Avenue

The site consisting of 5 lots is located south of 62nd Street and east of 51st Avenue. There is an old single family dwelling on the site. The site has a 50.3 m (165 feet) of frontage and depth of 35.5 m (120 feet) with an area of 1839.42 sq. m (19,800 sq. ft.). The lots are designated as A1 or Future Urban Development. The applicant is requesting a land use amendment from A1 to R2 or R3 to permit the construction of an eight suite apartment building.

The northern part of the site is flat but the southern and eastern portion of the land slopes sharply toward the east and the south. There is a drop of 6 m (20 feet) on the east and south sides of the land which could be regarded as part of the City escarpment.

The City's General Plan has a policy of preserving the City escarpment by not permitting any development affecting the sensitive area (Policy 2.5.1.6). There is also a policy requiring a geotechnical report regarding any development close to the City escarpment.

We have no objection to the designation to R2 (multiple family as a discretionary use), subject to the following conditions:

1. The number of units does not to exceed eight as requested by the applicant.
2. All development, including the building and parking, should be located in the flat area to the north with no infringement on the escarpment.
3. The escarpment area to be left in its natural state and could be calculated as required landscaping area. The applicant may choose to dedicate the hilly area to the City without losing any density. In that case the southern part can be designated as A2.
4. A geotechnical report regarding the condition of the escarpment and the effect of the development on it will be required.

MUNICIPALITIES WITHIN COMMISSION AREA

CITY OF RED DEER • MUNICIPAL DISTRICT OF CLEARWATER No. 39 • COUNTY OF STETTNER No. 6 • COUNTY OF LACOMBE No. 14 • COUNTY OF MOUNTAIN VIEW No. 17 • COUNTY OF PAINTWATER 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 DIDSBURO • TOWN OF ECKVILLE • TOWN OF INNISFAIR • TOWN OF LACOMBE • TOWN OF OLDS • TOWN OF PENHOLD • TOWN OF ROCKY MOUNTAIN HOUSE • TOWN OF STETTNER • TOWN OF SUNDRE • TOWN OF SYLVAN LAKE • VILLAGE OF ALIX • VILLAGE OF BENTLEY • VILLAGE OF BIG VALLEY • VILLAGE OF BOTHA • VILLAGE OF CAROLINE • VILLAGE OF CLIVE • VILLAGE OF CREMONA • VILLAGE OF 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 WHITE SANDS

Mr. C. Sevcik

December 27, 1990

5. Since 51st Avenue is a dead end road in this location, a turnaround may be required at the end of this avenue.

D. ROUHI, ACP, MCIP
SENIOR PLANNER

DR/pim

c/c Director of Community Services
 Director of Engineering Services
 Bylaws & Inspections Manager
 City Assessor

DATE: December 11, 1990

FILE NO.

TO: City Clerk

FROM: Bylaws and Inspections Manager

RE: REZONING - LOTS 1-5, BLOCK 8, PLAN 2376 A.I.

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

Adjacent to Lots 1-5 is an older home and a four-plex; several R3 sites are located in the immediate neighbourhood. This particular site appears to be at a considerably lower elevation than the properties which have been developed. If this property is to be rezoned, a soils study will be necessary, no matter what the final use of the site is. We have no objections to the proposed rezoning, providing the owners of the properties that are already developed, in this block, do not object.

Our recommendations are as follows:

1. Any rezoning be subject to a soils study being submitted to the Building Inspection Department, prior to a development permit being issued.
2. The rezoning be to R2, to permit the Municipal Planning Commission approval of the conditional use.
3. No objections from the immediate property owners.

Yours truly,



R. Strader
Bylaws and Inspections Manager
BUILDING INSPECTION DEPARTMENT

RS/vs

DATE: December 27, 1990

TO: CHARLIE SEVCIK
City Clerk

FROM: CRAIG CURTIS
Director of Community Services

RE: REZONING APPLICATION:
LOTS 1-5, BLOCK 8, PLAN 2376A.I
6103 - 51 Avenue
Your memo dated December 3, 1990 refers.

1. An application has been made to the City to redesignate five lots north of 61 Street and east of 51 Avenue from A1-FUTURE URBAN DEVELOPMENT to R2 or R3-RESIDENTIAL (refer attachment 1). The owners propose to demolish the existing single family dwelling on the site, which is in very poor condition, and construct a new 8-plex.
2. A large portion of the proposed development site is steep and heavily vegetated and forms part of the river valley escarpment, as shown on attachment 2. In terms of City policy, as outlined in the General Municipal Plan, this area should be protected and the developer will be required to submit a detailed geotechnical report indicating the proposed development would not affect bank stability (City Council Policy Reference 523).
3. I have reviewed the development proposal with the Parks and Recreation & Culture managers and our joint comments are as follows:
 - We support the development of the upper portion of the site with an 8-plex and it is recommended that this area be redesignated from A1-FUTURE URBAN DEVELOPMENT to R2-RESIDENTIAL (refer attachment 2).
 - It is recommended that the portion of the privately owned site below the top of bank as well as the City owned land to the east and south be redesignated from A1-FUTURE URBAN DEVELOPMENT to A2-ENVIRONMENTAL PRESERVATION (refer attachment 2).

Charlie Sevcik

Page 2

December 27, 1990

Rezoning Application: 6103 - 51 Ave.

- The developer will be required to provide a geotechnical evaluation of the site. This evaluation would indicate the top of bank and describe any building limitations required to protect the stability of the escarpment. This geotechnical evaluation should be completed and reviewed by the City prior to the redesignation being finalized.
- Recreation levy charges would apply to this development and could be utilized to complete neighbourhood park facilities in the area and enhance the adjacent escarpment through overall cleanup and limited trail development.

4. RECOMMENDATIONS

It is recommended that City Council:

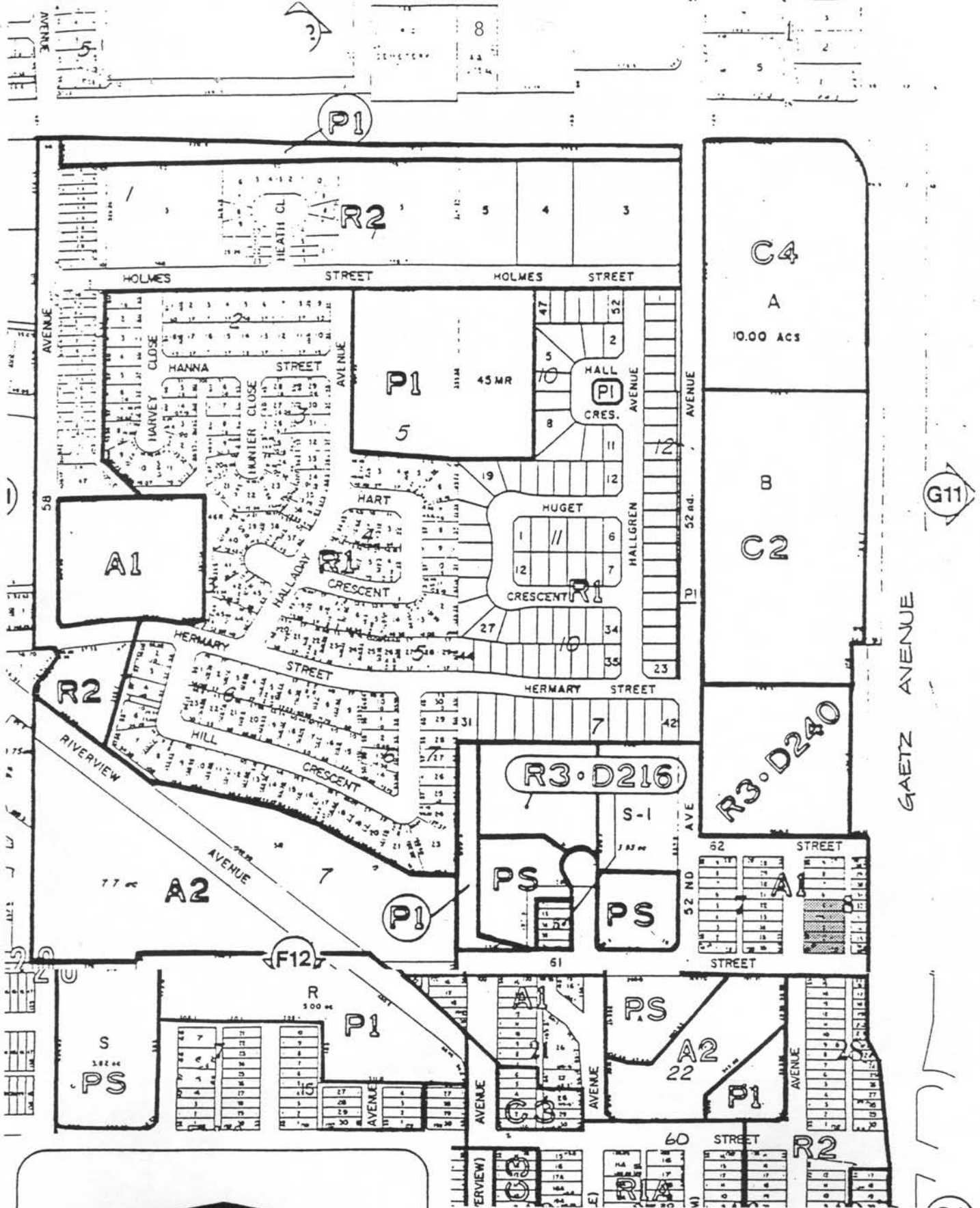
- approve in principle the redesignation of the area from A1-FUTURE URBAN DEVELOPMENT to R2-RESIDENTIAL and A2-ENVIRONMENTAL PRESERVATION as outlined on attachment 2.
- require the developer to submit a detailed geotechnical evaluation of the site prior to the redesignation being finalized and a development permit being issued.



CRAIG CURTIS

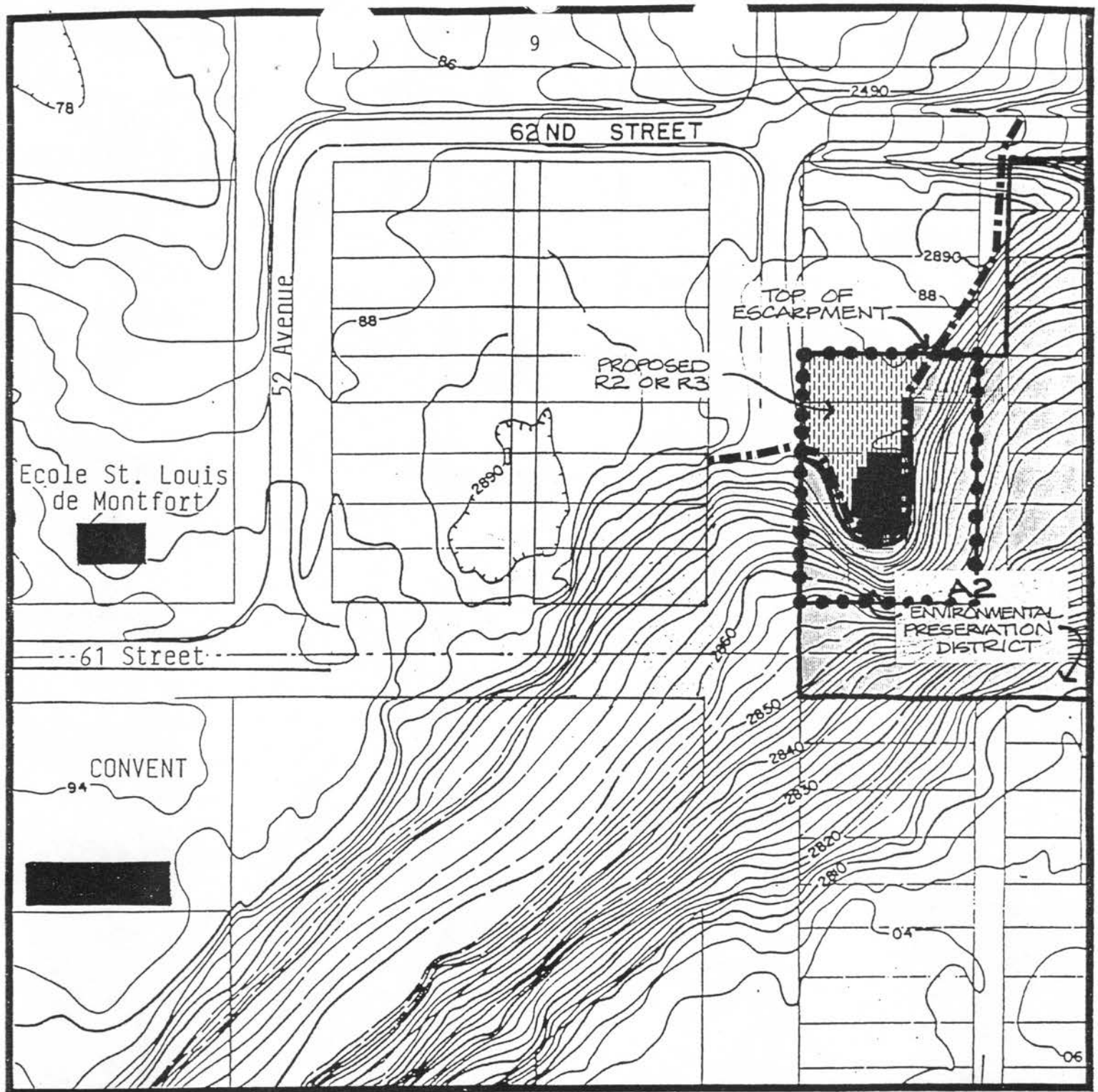
CC:kl

- c. Lowell Hodgson, Recreation & Culture Manager
Don Batchelor, Parks Manager
Paul Meyette, Principal Planner, R.D.R.P.C.



SUBJECT PROPERTY
LOTS 1-5, BLOCK 8
PLAN 2376 A.I.

ATTACHMENT I



SCALE 1" = 100'

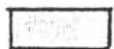


PROPOSED REZONING

PORTIONS OF LOTS 1-5, BLOCK 8
ALL OF LOTS 28-36, BLOCK 8



PORTION TO R2 OR R3



PORTION TO A2

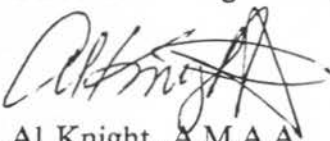
ATTACHMENT 2

DATE: December 13, 1990
TO: City Clerk
FROM: City Assessor
RE: SNELL & OSLUND SURVEYS (1979) LTD.
REZONING APPLICATION
LOTS 1 - 5, BLK. 8, PL. 2376 A.I.
6103 - 51 AVE. (SEE ATTACHED MAP)

A large portion of these lands is made up of hillside escarpment, and therefore, any development of these lands will be abutting the escarpment, and therefore, prior to rezoning, the soils stability in the area of the escarpment should be determined and be acceptable for development.

RECOMMENDATION

Zoning request not be finalized until stability hillside determined to the satisfaction of Director of Engineering and Development Officer.



Al Knight, A.M.A.A.
City Assessor

WFL/AK/ngl

c.c. Director of Community Services
Director of Engineering Services
Bylaws & Inspections Manager
E. L. & P. Manager
Fire Chief
Urban Planning Section Manager

Commissioner's Comments

We would support the request for R2 zoning subject to the comments and concerns of the Administration.

"R.J. MCGHEE"
Mayor

SEND
TO

City of Red Deer
ATTN: Charlie Sevcik, City Clerk
Box 5008
Red Deer, AB
T4N 3T4

FROM

Snell & Oslund Surveys (1979) Ltd., Box 610, Red Deer, AB

DEPT.

DATE

March 13, 1991

SUBJECT

599-001 - Belzerowski

Dear Sir:

Enclosed is a copy of our plan and a copy of the memo from Don Batchelor, Parks Department indicating that they have no objection to the R-2 zoning boundary. We would appreciate having this go before council at the earliest possible time.

Gill Oslund

REPLY

THE CITY OF RED DEER
CLERK'S DEPARTMENT

RECEIVED

TIME 2:45 PM
DATE March 13/91
BY JT

REPLY FROM

REPLY DATE

AVOID
VERBAL
INSTRUCTIONS

USE A

← SPEEDIMEMO →

REDIFORM 4S085E

TO WRITE: HANDWRITE OR TYPE. REMOVE AND RETAIN
YELLOW COPY. FORWARD BALANCE OF SET.

▶ FOLD AT MARKS FOR USE IN #9 OR #10 WINDOW ENVELOPE ◀

TO REPLY: WRITE REPLY IN BOTTOM
AREA. SNAP SET APART
RETAIN ORIGINAL AND RETURN PINK COPY

SEND
TO

City of Red Deer,
Parks Dept.
4th Floor, City Hall,
RED DEER, AB.
ATTN: DON BATCHELOR

12

File 599-001

FROM

SNELL & OSKUND SURVEYS (1979) LTD.
BOX 610, 4826-47 STREET, RED DEER, AB. T4N 5G6

DEPT.

DATE

March 5, 1991

SUBJECT

Further to our telephone conversation, enclosed herewith is a plan showing a proposed boundary outline for R-2 zoning of the Belzerowski property. Please confirm if this will be acceptable.

Gillis Oslund, A.L.S., P.Eng.

REPLY

To: Snell Oslund Surveys
Box 610, 4826-47 St.
Red Deer.

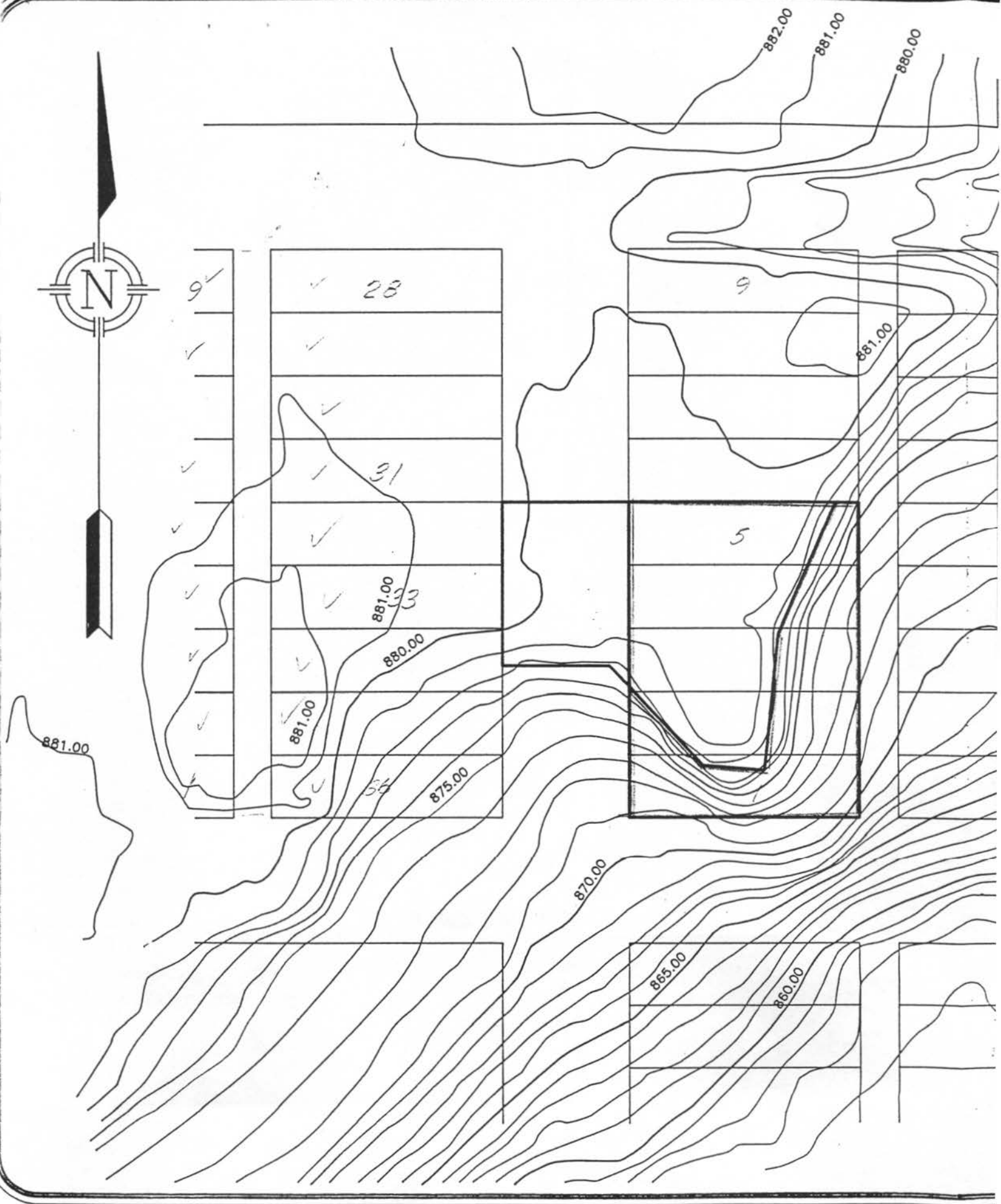
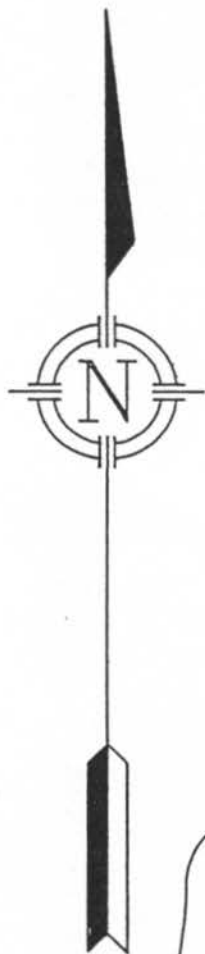
I have no objection to the R-2 zoning boundary as indicated on the March 2/90 drawing. The required Site Specific Evaluation as per the respective Development Permit may have significant impact on the City of Red Deer Parks Dept.

REPLY FROM

Don BATCHELOR.

REPLY DATE

Mar



CS-3.150

DATE: March 19, 1991

TO: CHARLIE SEVCIK
City Clerk

FROM: CRAIG CURTIS, Director
Community Services Division

RE: SNELL AND OSLUND SURVEYS 1979 LTD.
APPLICATION TO REZONE LOTS 1-5, BLOCK 8, PLAN 2376 A.I.
6103 - 51 AVENUE (BELZEROWSKI)
Your memo dated March 14, 1991 refers.

I have discussed the revised designation boundary with the Parks and Recreation & Culture Managers. We have no objections from a Community Services perspective.



CRAIG CURTIS

:dmg

- c. Lowell Hodgson, Recreation & Culture Manager
Don Batchelor, Parks Manager
Paul Meyette, Principal Planner, R.D.R.P.C.

DATE: March 15, 1991

FILE NO.

TO: City Clerk

FROM: Bylaws and Inspections Manager

RE: SNELL & OSLUND SURVEYS 1979 LTD.
APPLICATION TO REZONE LOTS 1-5, BLOCK 8, PLAN 2376 A.I.
6103-51 AVENUE (BELZEROWSKI)

In response to your memo of March 14, 1991, we wish to advise that, providing the revised boundaries are acceptable to the Parks and Engineering Departments, we have no objections to the changes.

Yours truly,

A handwritten signature in dark ink, appearing to read 'R. Strader', with a stylized, cursive flourish extending from the end.

R. Strader
Bylaws and Inspections Manager
BUILDING INSPECTION DEPARTMENT

RS/vs



**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

M E M O

DATE: March 19, 1991

TO: C. Sevcik, City Clerk

FROM: D. Rouhi, Senior Planner

RE: Snell & Oslund Surveys,
Application to rezone lots 1-5, Blk. 8, Plan 2376 A.I.
6103 - 51 Avenue (Belzerowski)

The proposed land use boundary between R2 and A2 is acceptable to the City Planning Section. No change is required in the proposed Land Use Bylaw Map (No.1/91) and Bylaw 2672/A-91.

The City Council may proceed with the first reading of the land use amendment.

D. Rouhi

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

- c.c. - Director of Community Services
- Director of Engineering Services
- Bylaws/Inspection Manager

MUNICIPALITIES WITHIN COMMISSION AREA

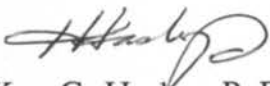
CITY OF RED DEER • MUNICIPAL DISTRICT OF CLEARWATER No. 99 • COUNTY OF STETTLE No. 6 • COUNTY OF LACOMBE No. 14 • COUNTY OF MOUNTAIN VIEW No. 17 • COUNTY OF PAINTED EARTH No. 18 • COUNTY OF RED DEER No. 23 • TOWN OF BLACKFALDS • TOWN OF BOWDEN • TOWN OF CARSTAIRS • TOWN OF CASTOR • TOWN OF CORONATION • 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 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

DATE: March 21, 1991
TO: City Clerk
FROM: Engineering Department Manager
RE: **REZONING APPLICATION - BELZEROWSKI
SNELL AND OSLUND SURVEYS 1979 LTD.
LOTS 1-5, BLOCK 8, PLAN 2376 A.I.
6103-51 AVENUE**

The Engineering Department has no objection to the rezoning of the above noted site, subject to the developer providing a satisfactory detailed geotechnical report to determine slope and foundation stability.

Prior to the approval of any development of the site, the following comments will be applicable:

1. The developer will be required to pay for the construction of a paved road on 51 Avenue. No additional land will be required for construction of the proposed cul-de-sac.
2. The developer must make application and pay for the kill of existing service and installation of new services and accesses.
3. Applicable off-site levies must be paid by the developer.
4. The lots should be consolidated.


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

NPA/emg

c.c. Director of Community Services
c.c. By-laws and Inspections Manager
c.c. E. L. & P. Manager
c.c. Fire Chief
c.c. Senior Planner
c.c. Parks Manager

DATE: March 18, 1991

TO: City Clerk

FROM: Fire Marshal

RE: LOTS 1-5, BLOCK 8, PLAN 2376 A.I. (6103-51 AVENUE)

This department has no objection to this subdivision provided that The City of Red Deer Subdivision Guidelines are complied with as to emergency vehicle access, fire hydrant locations and water supply.

If any further information is required please contact this office.



Cliff Robson
Fire Marshal

CR/dd

Commissioner's Comments

We would agree with the recommendations including the comments from the Engineering Department Manager.

"R.J. MCGHEE"
Mayor



THE CITY OF RED DEER

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

City Clerk's Department 342-8132

April 3, 1991

Snell & Oslund Surveys (1979) Ltd.
P. O. Box 610
4826 - 47 Street
Red Deer, Alberta
T4N 5G6

Attention: Gil Oslund

Dear Mr. Oslund:

RE: APPLICATION TO REZONE 6103 - 51 AVENUE/
LAND USE BYLAW AMENDMENT 2672/A-91

Your letters dated November 30, 1990 and March 5, 1991 concerning the redesignation of the above-noted property from A1 to R2 received consideration at the Council meeting of April 2, 1991.

Following is a resolution passed by Council in regard to your request:

"RESOLVED that Council of The City of Red Deer hereby agrees in principle to the rezoning of Lots 1 to 5, Block 8, Plan 2376 A.I. - 6103 - 51 Avenue from A1 designation to R2 and A2 designation based on a revised boundary as submitted by Snell and Oslund Surveys 1979 Ltd., subject to the comments of the administration as presented to Council April 2, 1991, with the exception that a geotechnical study be required prior to the issuance of a Development Permit."

The decision of Council in this instance is submitted for your information, and I am also enclosing herewith all administrative comment which appeared on the Council agenda (pages 1-18).

2.....



*a delight
to discover!*

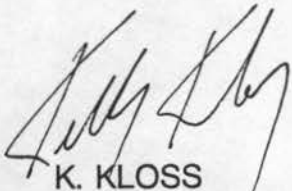
Page 2
Snell & Oslund Surveys

I would further advise that at the above-noted Council meeting, First Reading was given to Land Use Bylaw Amendment 2672/A-91, a copy of which is enclosed herewith. This Bylaw pertains to the redesignation of the lands in question from A1 to R2 and A2 designation.

This office will now proceed with preparation of advertising for a Public Hearing, to be held on **MONDAY, APRIL 29, 1991**, commencing at 7:00 p.m. or as soon thereafter as Council may determine. The advertising is scheduled to appear in the local newspaper on Friday, April 12 and 19, 1991. 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, APRIL 9, 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. However, if you have any questions, please do not hesitate to contact the undersigned.

Sincerely,



K. KLOSS
ASSISTANT CITY CLERK
KK/sp

c.c. Director of Community Services
 Director of Engineering Services
 Bylaws & Inspections Manager
 City Assessor
 Principal Planner
 Fire Chief
 E. L. & P. Manager
 W. Vincent

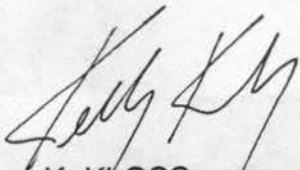
DATE: APRIL 4, 1991
TO: BYLAWS & INSPECTIONS MANAGER
FROM: ASSISTANT CITY CLERK
RE: SNELL & OSLUND SURVEYS/ APPLICATION TO REZONE
LOTS 1-5, BLOCK 8, PLAN 2376 A.I./ 6103 - 51 AVENUE,
LAND USE BYLAW AMENDMENT 2672/A-91.

At the Council meeting of April 2, 1991, consideration was given to various correspondence from Snell & Oslund Surveys requesting rezoning the above-noted property from A1 to R2 and A2, and at which meeting the following motion was passed:

"RESOLVED that Council of The City of Red Deer hereby agrees in principle to the rezoning of Lots 1 to 5, Block 8, Plan 2376 A.I. - 6103 - 51 Avenue from A1 designation to R2 and A2 designation based on a revised boundary as submitted by Snell and Oslund Surveys 1979 Ltd., subject to the comments of the administration as presented to Council April 2, 1991, with the exception that a geotechnical study be required prior to the issuance of a Development Permit."

The decision of Council in this instance is submitted for your information. Please note that the Public Hearing for the Land Use Bylaw Amendment 2672/A-91 will be held on APRIL 29, 1991, following which, if said Bylaw receives Second and Third Readings, it will be a requirement that should a development proceed on said site, a geotechnical study will be required prior to the issuance of a Development Permit.

Trusting you will find this satisfactory.



K. KLOSS
ASSISTANT CITY CLERK
KK/sp

c.c. Principal Planner

DATE: APRIL 4, 1991
TO: RED DEER REGIONAL PLANNING COMMISSION
FROM: ASSISTANT CITY CLERK
RE: LAND USE BYLAW AMENDMENTS 2672/A-91, 2672/G-91
2672/H-91, AND 2672/J-91.

Council of The City of Red Deer, at its meeting held on Tuesday, April 2, 1991, gave First Reading to the above-noted Land Use Bylaw Amendments, copies of which are attached.

Bylaw 2672/A-91 provides for the redesignation of Lots 1-5, Block 8, Plan 2376 A.I. (6103 - 51 Avenue)

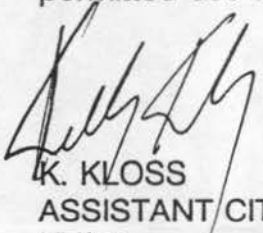
From A1 (Future Urban Development District)
To R2 (Residential - General -District and
A2 (Environmental Preservation District)

for the purpose of accommodating an 8-plex development thereon.

Bylaw 2672/G-91 pertains to changes recommended and approved in the report entitled "Recommendations for Billboards within the City of Red Deer".

Bylaw 2672/H-91 provides for all multi-family sites in Sunnybrook to be redesignated to Multi-Family maintaining existing density of development.

Bylaw 2672/J-91 would bring the Land Use Bylaw into conformity with Section 78 of the Planning Act, which gives the Development Officer a discretion respecting the issuance of a Development Permit for more than one residential building on a lot, by amending the R3 district of the Land Use Bylaw by removing the "planned group of buildings" from the permitted use to the discretionary use category.


K. KLOSS
ASSISTANT CITY CLERK
KK/sp
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

BYLAW NO. 2672/A-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. 1/91 attached hereto and forming part
of the Bylaw.
- 2 This Bylaw shall come into force upon the final passing hereof.

READ A FIRST TIME IN OPEN COUNCIL this 2 day of April 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.

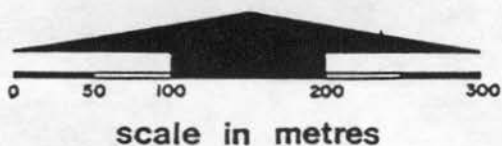
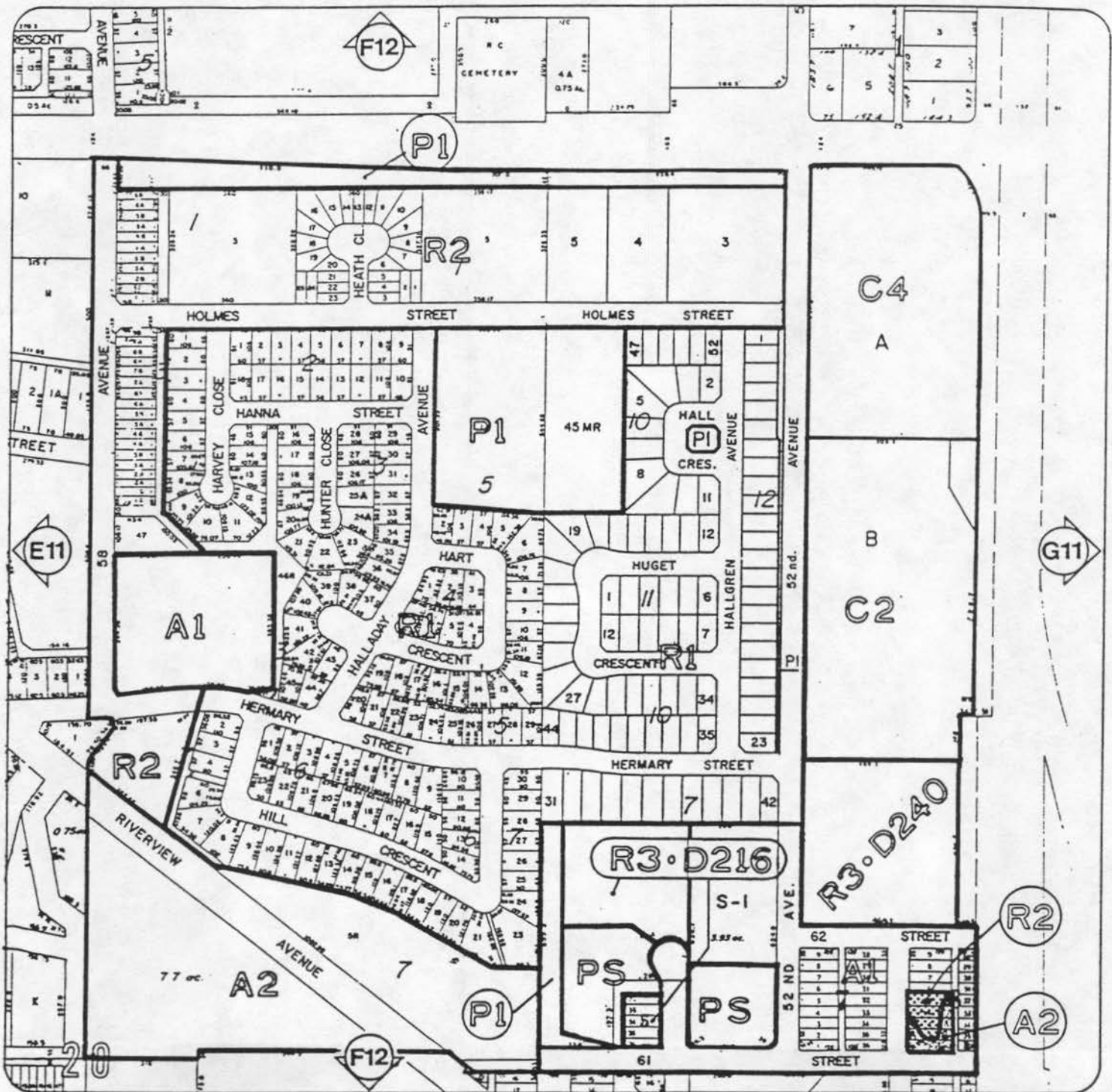
MAYOR

CITY CLERK

City of Red Deer --- Land Use Bylaw

Land Use Districts

F-11



Revisions :

MAP NO. 1/91
(BYLAW No. 2672/A-91)

Change from A1 to R2  & A2 .

BYLAW NO. 2672/G-91

BEING a Bylaw to amend the Land Use Bylaw No. 2672/80.

THE MUNICIPAL COUNCIL FOR THE CITY OF RED DEER, ALBERTA, DULY ASSEMBLED, HEREBY ENACTS AS FOLLOWS:

That Bylaw No. 2672/80, being the Land Use Bylaw for the City of Red Deer, is hereby amended as follows:

1. Existing clause 4.12.2(4) is deleted and replaced with new clause 4.12.2(4) as follows:
 "(4) Billboard Signs Maximum height above grade - 6.10 m
 Maximum surface area: 19.0 sq. m"
2. Clauses 6.2.1.3(10) and 6.3.1.2(11) are amended by deleting all reference to billboard signs.
3. Clause 6.2.4.3(8) is amended by deleting the words "Billboard signs" and replacing them with the following:
 "Billboard signs except on sites fronting on Gaetz Avenue between 28th Street and the southern boundary of the City, on Gaetz Avenue between 77th Street and the northern boundary of the City and on 67th Street between 59th Avenue and the western boundary of the City."
4. New clause 6.3.1.3(17) is added as follows:
 "Billboard signs except on sites fronting on Gaetz Avenue between 28th Street and the southern boundary of the City, on Gaetz Avenue between 77th Street and the northern boundary of the City, on 67th Street between 59th Avenue and the western boundary of the City and on sites adjacent to Highway 2 within the City boundary."
5. Clause 6.3.2.3 is amended by adding new clause 6.3.2.3(5) as follows:
 "(5) Billboard signs except on sites fronting on Gaetz Avenue between 28th Street and the southern boundary of the City, on Gaetz Avenue between 77th Street and the northern boundary of the City, on 67th Street between 59th Avenue and the western boundary of the City and on sites adjacent to Highway 2 within the City boundary."

6. This Bylaw shall come into full force and effect upon third reading thereof.

READ A FIRST TIME IN OPEN COUNCIL THIS 2 DAY OF April , 1991;

READ A SECOND TIME IN OPEN COUNCIL THIS DAY OF , 1991;

READ A THIRD TIME IN OPEN COUNCIL THIS DAY OF , 1991.

MAYOR

CITY CLERK

BYLAW NO. 2672/H-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. 5/91 attached hereto and forming part of the Bylaw.
- 2 This Bylaw shall come into full force and effect upon the passage of third reading.

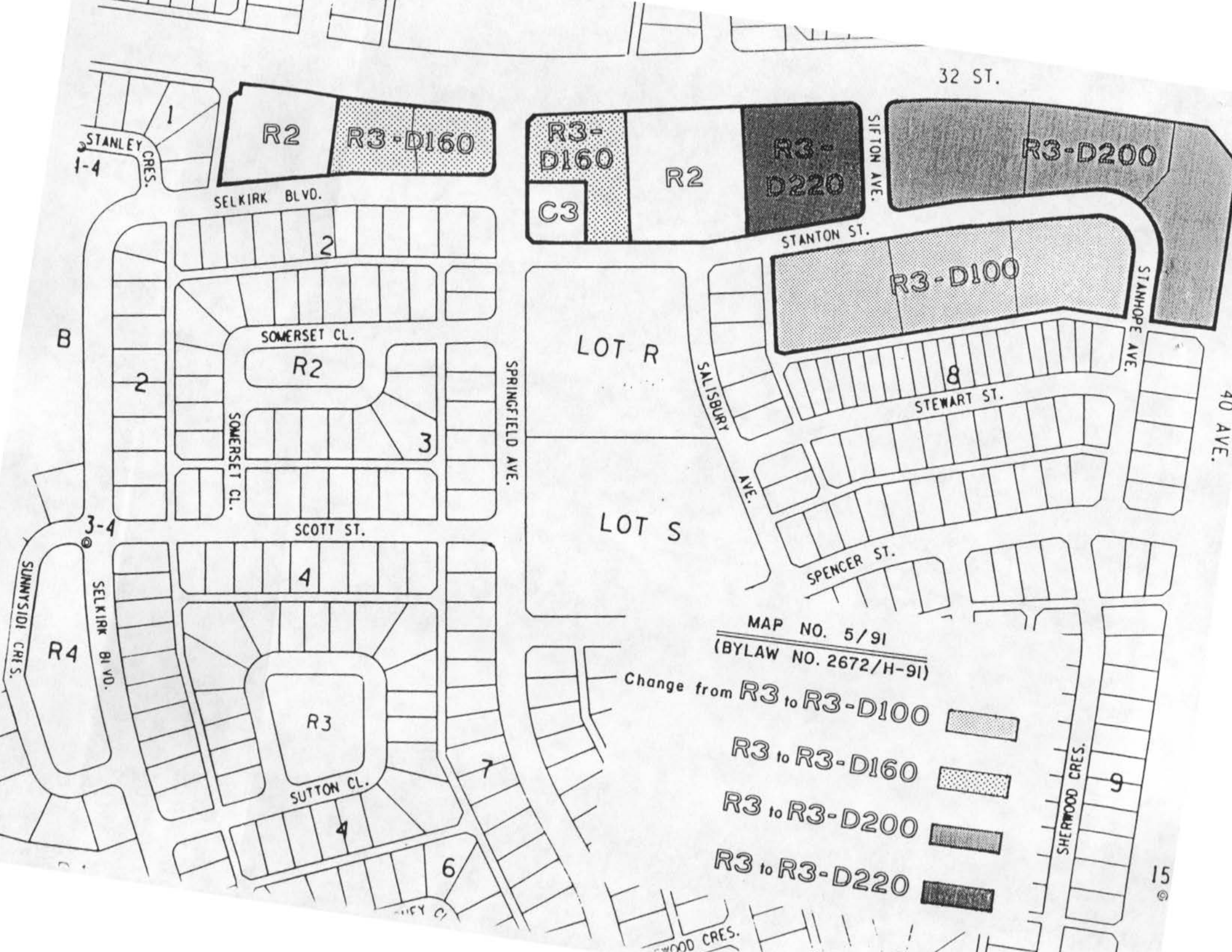
READ A FIRST TIME IN OPEN COUNCIL this 2 day of April A.D. 1991.

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. 2672/J-91

Being a Bylaw to amend the Land Use Bylaw No. 2672/80 to bring certain provisions contained therein in conformity with the provisions of Section 78 of the Planning Act, R.S.A., 1980, Chapter P-9.

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

That Bylaw No. 2672/80, being the Land Use Bylaw, be amended as follows:

- 1 By deleting therefrom Section 4.3.2.(1) and substituting in its place and stead the following:

"(1) In a residential district not more than one
(1) residential building may be erected upon a lot except with the approval of the Development Officer and in accordance with the provisions of Section 78 of the Planning Act."
- 2 That subsection (3) of Section 6.6.3.2, Permitted Uses, be deleted and that 6.6.3.3, Discretionary Uses, be amended by adding thereto the following:

"(8) Planned group of residential buildings".
- 3 That Section 5.2.3(1) be amended by deleting the words "planned group of dwelling units" and "grouped housing" wherever the same appear, and substituting in their place and stead the following: "planned group of residential buildings".
- 4 This Bylaw shall come into full force and effect upon the passage of third reading.

READ A FIRST TIME IN OPEN COUNCIL this 2 day of April 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



NO. 2

**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

March 20, 1991

 Mr. C. Sevcik,
City of Red Deer
Box 5008
Red Deer, Alta.
T4N 3T4

Dear Sir:

 Re: Proposed Bylaw Amendments
Land Use Bylaw 2672/G-91
Sign Bylaw Amendment 2996/A-91

Following the City Council resolution approving the recommendation contained in the report entitled "Recommendations for Billboards within the City of Red Deer", we are enclosing herewith the required amendments to the Land Use Bylaw and Sign Bylaw for City Council's consideration.

Yours truly,

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

MUNICIPALITIES WITHIN COMMISSION AREA

CITY OF RED DEER • MUNICIPAL DISTRICT OF CLEARWATER No. 99 • COUNTY OF STETTTLER No. 6 • COUNTY OF LACOMBE No. 14 • COUNTY OF MOUNTAIN VIEW No. 17 • COUNTY OF PAINTERTON 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 DIDSBURO • TOWN OF ECKVILLE • TOWN OF INNISFAIR • TOWN OF LACOMBE • TOWN OF OLDS • TOWN OF PENHOLD • TOWN OF ROCKY MOUNTAIN HOUSE • TOWN OF STETTTLER • 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 NORGLANDWOLD • SUMMER VILLAGE OF ROCHON SANDS • SUMMER VILLAGE OF SUNBREAKER COVE • SUMMER VILLAGE OF WHITE SANDS



**RED DEER
REGIONAL PLANNING COMMISSION**

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

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

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

February 1, 1991

COPY

Mr. Tom Chapman,
City Solicitor
City of Red Deer
Box 5008
Red Deer, Alta.
T4N 3T4

Dear Sir:

Re: Billboard Signs
Sign Bylaw 2996/89
Land Use Bylaw 2672/80

As per City Council resolution adopting the Billboard Sign recommendations, I am enclosing herewith the required amendments for the sign bylaw and Land Use Bylaw.

The recommended changes are:

- to change the wording of the text
- deletion
- addition.

The overlay taped over the text is the recommended replacement of the text.

I would appreciate you checking the text and making any necessary corrections before the actual amendments of both bylaws are forwarded to City Council.

Yours truly,

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

c.c. - C. Sevcik, City Clerk

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 PAINTWATER 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 NORGLAND • SUMMER VILLAGE OF ROCHON SANDS • SUMMER VILLAGE OF WHITE SANDS

DATE: January 22, 1991

TO: Senior Planner, D. Rouhi

FROM: City Clerk

RE: 1. BILLBOARDS WITHIN THE CITY OF RED DEER
2. BUILDING AND LANDSCAPE DESIGN STANDARDS FOR
DEVELOPMENT ON MAJOR ENTRY ARTERIES

At the Council meeting of January 21, 1991, the following report prepared by the Planning Commission received consideration:

1. Recommendation for Billboards Within The City of Red Deer
2. Building and Landscape Design Standards for Development of Major Entry Arteries.

At the aforesaid Council meeting the following resolutions were passed regarding the above noted reports.

"RESOLVED that Council of The City of Red Deer hereby approves the report entitled "Recommendations for Billboards within The City of Red Deer" in principle, and as presented to Council January 21, 1991.

Council further agrees that Amending Bylaw 2672/F-90 be abandoned, and further instructs the administration to finalize the necessary policies and amendments to the Land Use Bylaw which will be required to implement the recommendations."

"RESOLVED that Council of The City of Red Deer hereby approves the report entitled "City of Red Deer Building and Landscape Design Standards for Development on Major Entry Arteries" as amended, in principle, and subject to the concerns expressed by the administration.

Council further instructs the administration to finalize the necessary policies and amendments to the bylaw which will be required to implement the recommendations."

D. Rouhi, Senior Planner
January 22, 1991
Page 2

You will note that in the resolution approving the report "City of Red Deer Building and Landscape Design Standards for Development on Major Entry Arteries" that said report was approved as amended. The amendment referred to in the resolution is the deletion of Clause (3) (b) as found in Schedule C under 1.3 Regulations (page 119 of the Council agenda).

In accordance with the foregoing resolutions, we would request that you co-ordinate a report from the administration back to Council finalizing the necessary policies and amendments to the bylaws which will be required to implement the recommendations.

Trusting you will find this satisfactory.



C. Sevcik
City Clerk

CS/jt

c.c. City Commissioner
Director of Community Services
Director of Engineering Services
Bylaws & Inspections Manager
City Assessor
E. L. & P. Manager
Economic Development Manager
Red Deer Tourist & Convention Board
Parks Manager

BYLAW NO. 2996/A-91

BEING a Bylaw to amend the Sign Bylaw No. 2996/89.

THE MUNICIPAL COUNCIL FOR THE CITY OF RED DEER, ALBERTA, DULY ASSEMBLED, HEREBY ENACTS AS FOLLOWS:

That Bylaw No. 2996/89, being the Sign Bylaw for the City of Red Deer, is hereby amended as follows:

1. Section 2.1.6 is deleted and replaced with a new Section 2.1.6 as follows:

" 'Billboard' means a sign to which advertising copy is pasted, glued, painted or otherwise fastened to permit its periodic replacement and includes poster panels and painted structures. A billboard draws attention to products, services or activities which are not related to the property on which the sign is located."

2. Section 5.3.1 is deleted and replaced with new Section 5.3.1 as follows:

"A billboard sign shall not be more than 3.10 m high, and not more than 6.10 m long. A billboard shall not be located closer than 3 m to any property line.

3. This Bylaw shall come into full force and effect upon third reading thereof.

READ A FIRST TIME IN OPEN COUNCIL THIS DAY OF , 1991;

READ A SECOND TIME IN OPEN COUNCIL THIS DAY OF , 1991;

READ A THIRD TIME IN OPEN COUNCIL THIS DAY OF , 1991.

MAYOR

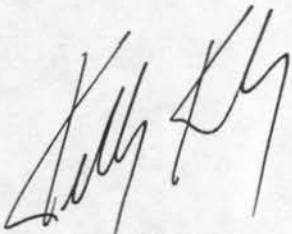
CITY CLERK

DATE: APRIL 4, 1991
TO: D. ROUHI, SENIOR PLANNER
FROM: ASSISTANT CITY CLERK
RE: SIGN BYLAW AMENDMENT 2996/A-91

At the Council meeting of April 2, 1991, Three Readings were given to Sign Bylaw Amendment 2996/A-91, a copy of which is attached. This Amendment is as a result of recommendations contained in the report entitled "Recommendations for Billboards within The City of Red Deer".

It is now my understanding that it was planned that only First Reading be given to the above-noted Bylaw in order that it may correspond to being passed at the same time as Land Use Bylaw Amendment 2672/G-91. As Charlie is away on holidays and I was not aware of this, Bylaw 2996/A-91 did receive Three Readings. I do not believe this will cause any problems, however, if you have any questions or concerns, please do not hesitate to contact me.

Trusting you will find this satisfactory.

A handwritten signature in black ink, appearing to be 'K. Kloss', written in a cursive style.

K. KLOSS
ASSISTANT CITY CLERK
KK/sp

c.c. Bylaws & Inspections Manager
D. Souch

BYLAW NO. 2996/A-91

Being a Bylaw to amend the Sign Bylaw No. 2996/89.

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

That Bylaw No. 2996/89, being the Sign Bylaw for the City of Red Deer, is hereby amended as follows:

1 Section 2.1.6 is deleted and replaced with a new Section 2.1.6 as follows:

"Billboard" means a sign to which advertising copy is pasted, glued, painted or otherwise fastened to permit its periodic replacement and includes poster panels and painted structures. A billboard draws attention to products, services or activities which are not related to the property on which the sign is located."

2 Section 5.3.1 is deleted and replaced with new Section 5.3.1 as follows:

"A billboard sign shall not be more than 3.10 m high, and not more than 6.10 m long. A billboard shall not be located closer than 3 m to any property line."

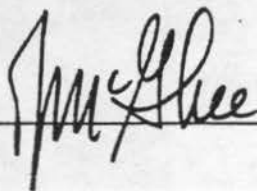
3 This Bylaw shall come into full force and effect upon third reading thereof.

READ A FIRST TIME IN OPEN COUNCIL this 2 day of April A.D. 1991.

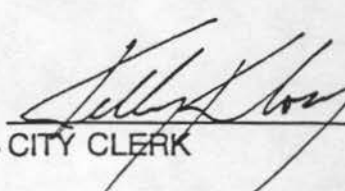
READ A SECOND TIME IN OPEN COUNCIL this 2 day of April A.D. 1991.

READ A THIRD TIME IN OPEN COUNCIL this 2 day of April A.D. 1991.

MAYOR



ASSIST. CITY CLERK



NO. 3

DATE: March 21, 1991
TO: City Council
FROM: City Clerk
RE: SIGN BYLAW AMENDMENT 2996/B-91

At the March 4, 1991 Council meeting, consideration was given to relaxing the Sign Bylaw in regard to the height of the canopy at Sultana's Beauty Clinic at 4713 - 50 Avenue. The relaxation was granted and, in addition, Council designated that the power to grant relaxations be delegated to the Municipal Planning Commission.

Accordingly, Amending Bylaw 2996/B-91 has been prepared and is presented for Council's consideration and in compliance with Council's resolution.



C. Sevcik
City Clerk

CS/jt

Att.

Commissioner's Comments

We would recommend Council give 3 readings to the bylaw amendment.

"R.J. MCGHEE"
Mayor

CHAPMAN RIEBEEK SIMPSON CHAPMAN WANLESS

Barristers & Solicitors

THOMAS H. CHAPMAN, Q.C.*
NICK P. W. RIEBEEK*
DONALD J. SIMPSON
T. KENT CHAPMAN*
GARY W. WANLESS*
GERI M. CHRISTMAN
ROBERT M. BLAIN**

208 Professional Building
4808 Ross Street
Red Deer, Alberta T4N 1X5
TELEPHONE (403) 346-6603
TELECOPIER (403) 340-1280

*Denotes Professional Corporation

** Denotes Student-At-Law

Your file:

Our file: 17,355 THC

March 20, 1991

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

DELIVERED

Attn: Ryan Strader

RE: RELAXATIONS UNDER THE SIGN BYLAW

Dear Ryan:

Enclosed is a draft of a proposed amendment containing the revisions you requested this date.

I trust you find the enclosed satisfactory.

Yours truly,

for 
DON SIMPSON

/s/k
Enc.

COPY

CHAPMAN RIEBEEK SIMPSON CHAPMAN WANLESS
Barristers & Solicitors

THOMAS H. CHAPMAN, Q.C.*
NICK P. W. RIEBEEK*
DONALD J. SIMPSON
T. KENT CHAPMAN*
GARY W. WANLESS*
GERI M. CHRISTMAN
ROBERT M. BLAIN**

208 Professional Building
4808 Ross Street
Red Deer, Alberta T4N 1X5
TELEPHONE (403) 346-6603
TELECOPIER (403) 340-1280

*Denotes Professional Corporation

** Denotes Student-At-Law

Your file:

Our file: 17,355 THC

March 14, 1991

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

CITY CLERK.
CHARLIE SEVCIK.

DELIVERED

Attn: Ryan Strader

RE: RELAXATIONS UNDER THE SIGN BYLAW

Dear Ryan:

Enclosed is a draft of a proposed amendment to the sign bylaw to accommodate the recent resolution of Council in connection with the relaxation to the Sultana Beauty Clinic Canopy. Please review the wording of the Bylaw and advise if you think it is satisfactory. Do we need to consult with the Planning Commission before presenting the bylaw amendment to Council ?

We may wish to consider granting discretionary powers to MPC for this and for relaxations under the Land Use Bylaw in a revised MPC Bylaw. As you may be aware, we are working on the MPC bylaw at present.

Mr. Sevcik had wanted this amendment to Council for March 18th so your early attention to this question would be appreciated.

Yours truly,


DON SIMPSON

BEING a Bylaw to amend the Sign Bylaw No. 2996/89.

THE MUNICIPAL COUNCIL FOR THE CITY OF RED DEER, ALBERTA, DULY ASSEMBLED, HEREBY ENACTS AS FOLLOWS:

That Bylaw No. 2996/89, being the Sign Bylaw for the City of Red Deer, is hereby amended as follows:

1 New Section 3.1.3 is added as follows:

"Notwithstanding anything in this Bylaw, an interested person may apply to the Municipal Planning Commission for a relaxation of any size, dimension, area or distance requirement set out in the Bylaw and the Municipal Planning Commission may, if it feels that the request is reasonable, grant a relaxation not exceeding ten percent of the prescribed size, dimension, area or distance."

2 This bylaw shall come into full force and effect upon third reading thereof.

READ A FIRST TIME IN OPEN COUNCIL THIS DAY OF MARCH, 1991;

READ A SECOND TIME IN OPEN COUNCIL THIS DAY OF MARCH, 1991;

READ A THIRD TIME IN OPEN COUNCIL THIS DAY OF MARCH, 1991.

MAYOR

CITY CLERK

16560
→

DATE: March 5, 1991
TO: City Solicitor
FROM: City Clerk
RE: RED DEER NEON SIGNS: SULTANA'S BEAUTY CLINIC
4713 - 50 AVENUE - SIGN BYLAW RELAXATION

MAR 10 1991

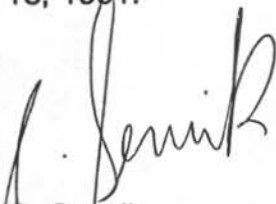
Red Deer Neon Signs' request to have the Sign Bylaw relaxed in regard to the height of the canopy at Sultana's Beauty Clinic at 4713 - 50 Avenue was considered by Council at its meeting of March 4, 1991 and at which meeting the following resolution was passed.

"RESOLVED that Council of The City of Red Deer, having considered correspondence from Red Deer Neon Signs Ltd. dated February 14, 1991 re: Sultana's Beauty Clinic - 4713 - 50 Avenue/Canopy Height Relaxation, hereby agrees that the Sign Bylaw be amended to:

1. Approve the relaxation as requested by Red Deer Neon Signs Ltd.
2. Designate that the power to grant relaxations be delegated to the Municipal Planning Commission

and as recommended to Council March 4, 1991."

Please prepare an amendment to the Sign Bylaw 2996/89 to grant the Municipal Planning Commission authority to grant relaxations, for inclusion in the Council agenda of March 18, 1991.



C. Sevcik
City Clerk

/jt

c.c. Bylaws & Inspections Manager



THE CITY OF RED DEER

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

MAR 6 1991

City Clerk's Department 342-8132

March 5, 1991

Red Deer Neon Signs Ltd.
#8, Bldg. C, 2310 - 50 Avenue
RED DEER, Alberta
T4R 1C5

Attention: Michelle Grimmelt

Dear Ms. Grimmelt:

RE: SULTANA'S BEAUTY CLINIC, 4713 - 50 AVENUE

Your request to have canopy restrictions relaxed for Sultana's Beauty Clinic, 4713 - 50 Avenue, received consideration at the Council meeting of March 4, 1991 and at which meeting Council passed the following resolution.

*RESOLVED that Council of The City of Red Deer, having considered correspondence from Red Deer Neon Signs Ltd. dated February 14, 1991 re: Sultana's Beauty Clinic - 4713 - 50 Avenue/Canopy Height Relaxation, hereby agrees that the Sign Bylaw be amended to:

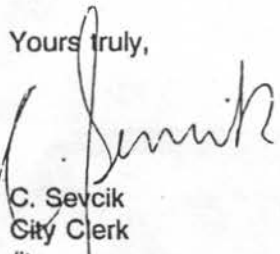
1. Approve the relaxation as requested by Red Deer Neon Signs Ltd.
2. Designate that the power to grant relaxations be delegated to the Municipal Planning Commission

and as recommended to Council March 4, 1991.*

The decision of Council in this instance is submitted for your information and you may now make application to The City of Red Deer Building Inspection Department for a permit for the relaxation of the canopy height for Sultana's Beauty Clinic at 4713 - 50 Avenue.

I trust you will find this satisfactory. Please contact me if you have any questions.

Yours truly,


C. Sevcik
City Clerk

/jt

c.c.

City Solicitor
Bylaws & Inspections Manager
Council & Committee Secretary - Wilma
Senior Planner

E. L. & P. Manager
Director of Engineering Services
Parks Manager
Director of Community Services



RED DEER

*a delight
to discover!*

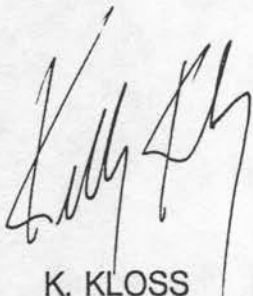
DATE: APRIL 4, 1991
TO: BYLAWS & INSPECTIONS MANAGER
FROM: ASSISTANT CITY CLERK
RE: SIGN BYLAW AMENDMENT 2996/B-91
MPC AUTHORITY TO GRANT RELAXATIONS

At the Council meeting of April 2, 1991, Council gave Three Readings to the above-noted Bylaw, a copy of which is attached.

This Bylaw designates that the power to grant relaxations for any size, dimension, area or distant requirement set out in the Sign Bylaw be delegated to the Municipal Planning Commission.

This office will be updating a Consolidated copy of the Sign Bylaw and forwarding updated pages in due course.

Trusting you will find this satisfactory.



K. KLOSS
ASSISTANT CITY CLERK
KK/sp

c.c. Municipal Planning Commission
Urban Planning Section Manager
City Solicitor

BYLAW NO. 2996/B-91

Being a Bylaw to amend the Sign Bylaw No. 2996/89.

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

That Bylaw No. 2996/89, being the Sign Bylaw for The City of Red Deer, is hereby amended as follows:

1 New Section 3.1.3 is added as follows:

"Notwithstanding anything in this Bylaw, an interested person may apply to the Municipal Planning Commission for a relaxation of any size, dimension, area or distance requirement set out in the Bylaw and the Municipal Planning Commission may, if it feels that the request is reasonable, grant a relaxation."

2 This Bylaw shall come into full force and effect upon third reading thereof.

READ A FIRST TIME IN OPEN COUNCIL this 2 day of April A.D. 1991.

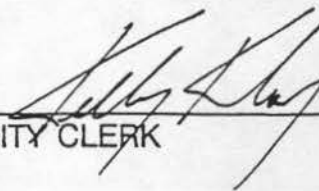
READ A SECOND TIME IN OPEN COUNCIL this 2 day of April A.D. 1991.

READ A THIRD TIME IN OPEN COUNCIL this 2 day of April A.D. 1991.

MAYOR



ASSIST. CITY CLERK



NO. 4

DATE: March 20, 1991
TO: City Council
FROM: City Clerk
RE: NUISANCE BYLAW 3034/91

The proposed Nuisance Bylaw 3034/91 received first and second reading at the Council meeting of March 18, 1991. Third reading of the bylaw was withheld due to lack of unanimous consent.

The aforesaid bylaw is presented to Council at this meeting for third reading.



C. Sevcik
City Clerk

CS/jt

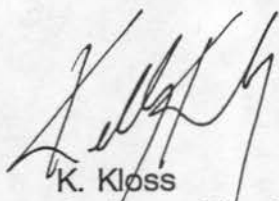
Att.

DATE: April 4, 1991
TO: Bylaws & Inspections Manager
FROM: Assistant City Clerk
RE: NUISANCE BYLAW 3034/91

At the Council meeting of April 2, 1991, Nuisance Bylaw 3034/91 received third and final reading, a copy of which is attached.

This office will now proceed to circulate a copy of this new bylaw to those departments who are included on our consolidated update list for same.

Trusting you will find this satisfactory.



K. Kloss
Assistant City Clerk

KK/ds

Encl.

c.c. City Solicitor

NO. 5

DATE: March 15, 1991
TO: City Council
FROM: City Clerk
RE: CENTRAL ALBERTA PIONEERS AND OLDTIMERS ASSOCIATION
RENTAL OF PIONEER LODGE - AMENDMENT TO LEASE AGREEMENT

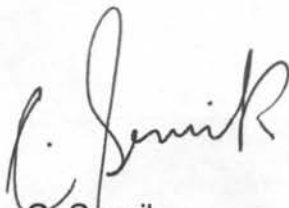
The following motion pertaining to the above matter was introduced at the Council Meeting of February 19, 1991.

Moved by Alderman Pimm, seconded by Alderman Surkan

"RESOLVED that Council of The City of Red Deer hereby agrees to amend the lease agreement between the Central Alberta Pioneers and Oldtimers Association in The City of Red Deer to permit the occasional rental of the Pioneer Lodge to other non-profit community service agencies subject to the building being upgraded to conform to the building and fire code regulations and as recommended to Council February 19, 1991."

Prior to voting on the above resolution, however, the matter was tabled directing that same be referred back to the Central Alberta Pioneers and Oldtimers Association for clarification. Specifically, Council will recall that it was indicated at the February 19 meeting that the Oldtimers Association voted at a poorly attended meeting agreeing to the rental of the Pioneer Lodge on a long term basis to the Oddfellows and Rebekahs Lodge. Accordingly, Council agreed to refer the matter back to the Oldtimers Association with the suggestion that a second vote be conducted.

Following hereafter is a further letter from Margaret Alton, Vice-President of the Central Alberta Pioneers and Oldtimers Association advising as to the results of a second vote pertaining to this matter.



C. Sevcik
City Clerk

CS/ds

Commissioner's Comments

In the light of the response from the Oldtimers Association, we would recommend that the word "occasional" be deleted from the resolution of February 19.

As a note it is the Central Alberta Pioneers & Oldtimers Association's responsibility to discuss their tax status with the City Assessor and also their responsibility to ensure building and fire codes are met.

"R.J. MCGHEE"
Mayor

DATE: MARCH 15, 1991.

TO: CHARLIE SEVCIK.
City Clerk.

FROM: MARGARET ALTON.
Vice President
Central Alberta Pioneers and Oldtimers Association.

RE: RENTAL OF PIONEER LODGE / LEASE AMENDMENT AGREEMENT.

I have written to Eileen Dubois, President of the Normandeau Cultural and Natural History Society, requesting they delete the word "occasional" from their recommendation before presenting it to their board. I have asked that they then resubmit their decision back to city council. I have been informed this has been completed.

In accordance with city councils referral back to the Central Alberta Pioneers and Oldtimers Association, acceding to the request of some of its members that a second vote be conducted, this vote was taken at the general meeting of March 13, 1991. The meeting was well advertised, the weather was above freezing and a written progress report was given to each member in good standing, outlining all motions and correspondence to that date.

Margaret Alton made a motion that; For clarification to city council the membership of the general meeting of March 13, 1991 of the Central Alberta Pioneers and Oldtimers Association, shall vote by secret ballot, expressing their wishes for or against a long term rental to the Oddfellows and Rebekahs Lodge. Seconded by Ron Dale. Discussion followed in which a tabling motion was made by Dorothy Bower, seconded by Gertrude Richards, defeated. After further discussion a secret ballot vote was taken. Yes I want to rent to the Oddfellows Lodge. 57. No I do not want to rent to the Oddfellows Lodge. 20. Motion carried.

I feel this totally clarifies the wishes of the majority of the Central Alberta Oldtimers and on their behalf ask that you once again present our request for a lease change before city council at your earliest possible convenience.

Respectfully

Margaret R. Alton

THE CITY OF RED DEER
CLERK'S DEPARTMENT

RECEIVED	
TIME	2:00 pm
DATE	March 15/91
BY	C. Sevcik

Margaret Alton.
4619-45 Street, Red Deer,
Alberta, T4N 1K3.
Phone 347 1350.

Normandeau Cultural and Natural History Society

Box 800
Red Deer, Alberta T4N 5H2
(403) 343-6844

THE CITY OF RED DEER
CLERK'S DEPARTMENT

RECEIVED	
TIME	8:50 am
DATE	March 25/91
BY	C. Runkle

March 25, 1991

Mayor McGhee and Members of Council
City of Red Deer
Box 5008
Red Deer, Alberta

Your Worship and Members of Council

RE: Rental of the Old Timers' Lodge

Our memo to Council of February 13, 1991 refers:

The following recommendation to Council on the above matter was contained in that letter.

The Normandeau Board supports the Association's request to amend their lease agreement to permit occasional rental of the Pioneers' Lodge to other non-profit community service agencies and that in doing so care should be given by the Association to the welfare and safety of the important collection of artifacts housed and exhibited in the Lodge.

Following consideration of correspondence from the Central Alberta Pioneers' and Old Timers' Association at their February 27th meeting, the Normandeau Board agreed to amend their former recommendation to Council by omitting the word "occasional". Their amended recommendation is as follows,

The Normandeau Board supports the Association's request to amend their lease agreement to permit rental of the Pioneers' Lodge to other non-profit community service agencies and that in doing so care should be given by the Association to the welfare and safety of the important collection of artifacts housed and exhibited in the Lodge.

The above information is submitted for Councils' information.

Sincerely

per *M. Shurvell*
Eileen Dubois



FIRE PREVENTION BUREAU

RED DEER FIRE DEPARTMENT

Phone 346-2776

Zone No. _____ Time 14:00 Date 21 Mar 19 91
Location 4619-45st. Occupancy A-2
Occupant PIONEER LODGE Phone _____
Owner/Agent CITY OF RED DEER.
Address LAND + TAX DEPT Phone 342-8121
Requirements _____

Satisfactory at time of inspection

THESE PREMISES WILL BE RE-INSPECTED AFTER: _____ days.

This is to certify that on the above date the premises were inspected and found as stated.

Robert Leaton
Received By
TREASURER.

Signed

Cliff Robson

Rank

Fire Marshal

Page ONE of ONE



**OCCUPANT LOAD
FOR**

**PIONEER LODGE
(4619 - 45 Street)**

DINING AND BEVERAGE: 85 persons

NON FIXED SEATS AND TABLES: 100 persons

THIS OCCUPANT LOAD IS A MAXIMUM AND HAS BEEN CALCULATED FOR OCCUPANT SAFETY. THIS OCCUPANT LOAD MAY BE RESTRICTED BY OTHER ACTS AND REGULATIONS.

ANY PERSON, FIRM OR CORPORATION OWNING, MANAGING OR CONTROLLING AN ASSEMBLY BUILDING, OR AN ASSEMBLY AREA, WHO FAILS TO ENSURE THAT THE MAXIMUM OCCUPANT LOAD IS NOT EXCEEDED, IS GUILTY OF AN OFFENCE UNDER THE FIRE PREVENTION ACT.

DATE: March 21, 1991

Cliff Robson, Fire Marshal
Fire Prevention Officer, Fire Prevention Bureau



THE CITY OF RED DEER

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

City Clerk's Department 342-8132

March 15, 1991

Ms. Margaret Alton, Vice President
Central Alberta Pioneers and Oldtimers Association
4619 - 45 Street
Red Deer, Alberta
T4N 1K3

Dear Ms. Alton:

RE: RENTAL OF PIONEER LODGE/LEASE AMENDMENT AGREEMENT

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 April 2, 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,

C. Sevcik
City Clerk

/ds



*a delight
to discover!*

DATE: January 14, 1991
TO: City Clerk
FROM: City Assessor
RE: CENTRAL ALBERTA PIONEERS & OLDTIMERS ASSOCIATION
RENTAL OF PIONEER LODGE

In review of the lease agreement as entered into between the Central Alberta Pioneer & Oldtimers Association and The City of Red Deer dated the 27th of June, 1958, and pursuant to a letter written by Margaret R. Alton, Vice-President, whereby she states that the premises is rented, would indicate that said rental contravenes the lease as indicated. The position of the City Assessor is that, should this premise be rented, the improvement and land could become assessable and taxable rather than enjoying the exempt status it presently has.

Therefore, I would suggest that, should City Council and the Central Alberta Pioneers & Oldtimers Association pursue the altering of the lease agreement to enable the association to lease and/or rent the premise out, consideration should be given to property taxes and other expenses that may be incurred.



Al Knight, A.M.A.A.
City Assessor

AK/ngl

c.c. Director of Community Services
Director of Financial Services
Bylaws & Inspections Manager
Fire Chief
Urban Planning Section Manager



**RED DEER
REGIONAL PLANNING COMMISSION**

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

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

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

TO: City Clerk


FROM: Paul Meyette
Principal Planner

DATE: January 11, 1991

RE: Central Alberta Pioneers and Oldtimers Association - Rental of Pioneer Lodge

The Central Alberta Pioneers and Oldtimers Association is seeking a change in their lease to allow them to rent the Pioneer Lodge to other groups. The rental income will be used for hall upkeep and expenses. This request does not appear to be a change in use but rather a change in terms under which the facility is operated.

City Planning Services has no objection to the amendment of the lease for the purposes stated.


Paul Meyette, ACP, MCIP
Principal Planner

PM/kjc

CC: Director of Community Services
Director of Financial Services
Bylaws and Inspections Manager
City Assessor
Fire Chief

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 PAINTERTH 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 DIDSBURO • 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 SUNDR • TOWN OF SYLVAN LAKE • VILLAGE OF ALIX • VILLAGE OF BENTLEY • VILLAGE OF BIG VALLEY • VILLAGE OF BOTHA • VILLAGE OF CAROLINE • VILLAGE OF CLIVE • VILLAGE OF CREMONA • VILLAGE OF DELBURNE • VILLAGE OF DONALDA • VILLAGE OF ELNORA • VILLAGE OF GADSBY • VILLAGE OF HALKIRK • VILLAGE OF MIRROR • SUMMER VILLAGE OF BIRCHCLIFF • SUMMER VILLAGE OF GULL LAKE • SUMMER VILLAGE OF HALF MOON BAY • SUMMER VILLAGE OF JARVIS BAY • SUMMER VILLAGE OF NORGLINWOLD • SUMMER VILLAGE OF ROCHON SANDS • SUMMER VILLAGE OF WHITE SANDS

DATE: January 14, 1991

CS-3.058

TO: CHARLIE SEVCIK
City Clerk

FROM: CRAIG CURTIS
Director of Community Services

RE: CENTRAL ALBERTA PIONEERS & OLDTIMERS ASSOCIATION:
RENTAL OF PIONEER LODGE
Your memo dated January 4, 1991 refers.

1. The site of the Pioneer Lodge at the intersection of 47 Avenue and 44 Street is leased to the Central Alberta Pioneers & Oldtimers Association, in terms of an agreement dated June 27, 1958, and a subsequent agreement dated October 14, 1983. A clause in the agreement states that the association "shall be fully and solely entitled to the possession and enjoyment" of any buildings or improvements erected on the site. The association notes that it has been renting the facility for many years in apparent contravention of this condition. It is, therefore, requesting that the clause be amended to permit rental to continue.
2. I have discussed the matter with the Parks and Recreation & Culture Managers and the Museums Director. We have no objections to the lease's being amended to permit the association to rent the facility. It is our view that this will promote better use of an under-utilized facility, which is not generally available for public use.

3. **RECOMMENDATION**

It is recommended that City Council approve an amendment to the agreement between the City and Central Alberta Pioneers & Oldtimers Association, regarding the site of the Pioneer Lodge, to permit the association to rent the facility to other agencies.



CRAIG CURTIS

CC:dmg

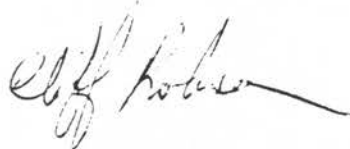
- c. Don Batchelor, Parks Manager
Lowell Hodgson, Recreation & Culture Manager
Morris Flewwelling, Museums Director

DATE: January 8, 1991
TO: City Clerk
FROM: Fire Marshal
RE: PIONEER LODGE

This building does not meet the fire safety requirements for assembly occupancy, therefore this building cannot be leased to the general public.

If the Central Alberta Pioneers and Oldtimers Association are the sole tenants, there is no change of use and safety requirements comply as per original lease.

If any further information is required, please contact this office.



Cliff Robson
Fire Marshal

CR/dd

cc: B. Lees, Land Supervisor

Commissioners' Comments

As indicated in the original agreement, the original purpose for the facility was for the specific use of the Central Alberta Pioneers and Oldtimers Association and for the housing of historical records and events. If there is some difficulty in following this purpose, then perhaps the Normandeau Cultural & Natural History Society should be consulted to obtain their views prior to considering any adjustment to the original purpose as set out in the agreement as they may be in a position to assist the Pioneers Association.

If Council agrees to the request it would be our recommendations that rentals be allowed only for casual use and not long term arrangements and in addition that the building be required to conform to the Building and Fire Code Regulations for this type of use.

Should the Pioneers & Oldtimers Association wish to proceed as outlined above, we would further recommend they consult with the City Assessor with respect to the tax implications.

"R.J. MCGHEE"

Mayor

"M.C. DAY"

City Commissioner



THE CITY OF RED DEER

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

City Clerk's Department 342-8132

February 20, 1991

Mrs. Margaret R. Alton
Vice-President
Central Alberta Pioneers'
and Oldtimers' Association
4619 - 45 Street
RED DEER, Alberta
T4N 1K3

Dear Mrs. Alton:

RE: CENTRAL ALBERTA PIONEERS' AND OLDTIMERS' ASSOCIATION
RENTAL OF PIONEER LODGE - AMENDMENT TO LEASE AGREEMENT

Further consideration was given to the above matter at the Council meeting of February 19, 1991. At the above noted meeting, the following motion was introduced.

Moved by Alderman Pimm, seconded by Alderman Surkan

"RESOLVED that Council of The City of Red Deer hereby agrees to amend the lease agreement between the Central Alberta Pioneers' and Oldtimers' Association and The City of Red Deer to permit the occasional rental of the Pioneer Lodge to other non-profit community service agencies subject to the building being upgraded to conform to the building and fire code regulations and as recommended to Council February 19, 1991."

Prior to voting on the above resolution, however, a tabling motion was passed directing that the matter be referred back to the Central Alberta Pioneers' and Oldtimers' Association for clarification.

It was indicated at the Council meeting that members of the Oldtimers' Association voted at a meeting in January agreeing to rental of the Pioneer Lodge on a long-term arrangement as is contemplated with the Oddfellows and Rebekahs. However, it was further pointed out that due to various circumstances, there were only 28 persons out

....2



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Mrs. Margaret Alton
Central Alberta Pioneers' and
Oldtimers' Association
February 20, 1991
Page 2

of a total of approximately 150 members present at the January meeting and that only 18 voted in support of the long-term rental arrangement. Accordingly, Council agreed to refer the matter back to the Central Alberta Pioneers' and Oldtimers' Association to accede to the request of some of its members that a second vote be conducted with adequate notice in view of the lack of notice and inclement weather which resulted in the poor turnout in January when the first vote was undertaken.

Trusting you will find this satisfactory, however, should you have any questions or require further assistance, please do not hesitate to contact the undersigned. We look forward to receipt of a further report from the Oldtimers' Association at the earliest possible opportunity.

Sincerely,

A handwritten signature in dark ink, appearing to read 'C. Sevcik', is written over the typed name and title.

C. Sevcik
City Clerk

CS/jt

c.c. City Commissioners
Director of Community Services
Normandeau Cultural and Natural History Society
Museums Director, M. Flewwelling
City Assessor
Fire Chief



THE CITY OF RED DEER

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

City Clerk's Department 342-8132

January 22, 1991

Margaret R. Alton
Vice President
Central Alberta Pioneers
and Oldtimers Association
4619 - 45 Street
RED DEER, Alberta
T4N 1K3

Dear Ms. Alton:

RE: RENTAL OF PIONEER LODGE/AMENDMENT TO AGREEMENT

Your letter of January 3, 1991 requesting an amendment to the June 27, 1958 agreement between The City of Red Deer and the Central Alberta Pioneers and Oldtimers Association to enable the Association to rent the Pioneer Lodge to third parties, received consideration at the Council meeting of January 21, 1991.

At the above noted meeting Council passed the following motion.

"RESOLVED that Council of The City of Red Deer, having considered request from the Central Alberta Pioneers' and Oldtimers' Association to amend the lease agreement enabling the said association to rent the Pioneer Lodge, hereby agrees that the Normandeau Cultural and Natural History Society be consulted to obtain their views prior to considering any adjustment to the original purpose set out in the agreement, and as recommended to Council January 21, 1991 by the Commissioners."

The decision of Council in this instance is submitted for your information and I am also enclosing herewith all relevant information which appeared on the Council agenda pertaining to this matter (pages 192 to 205).

....2



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to discover!*

Mrs. Margaret Alton
Central Alberta Pioneers
& Oldtimers Association
January 22, 1991
Page 2

By way of a copy of this letter I am sending all pertinent information to the Normandeau Cultural and Natural History Society for their review. I trust that you will be in contact with the said Society at your earliest convenience to obtain their views, as directed in the above noted resolution. In this regard, we would suggest that you contact Museums Director, Mr. M. Flewwelling, 343-6844, to arrange for a meeting.

We will look forward to a report back to Council from your group and the Normandeau Cultural and Natural History Society in due course.

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. City Commissioners
Normandeau Cultural & Natural History Society
Museums Director, M. Flewwelling
Director of Community Services, C. Curtis
City Assessor
Fire Chief
Principal Planner

Office of the Mayor



February 8, 1991

Mrs. Margaret R. Alton
4619 - 45 Street
Red Deer, Alberta
T4N 1K3

Dear Mrs. Alton:

RE: RENTALS OF THE PIONEER LODGE

I wish to acknowledge with thanks your letter of February 7, 1991 requesting temporary permission to continue with rentals of the Pioneer Lodge until such time as the Amendment to the Lease Agreement can be resolved by City Council.

As it is our understanding that some bookings of the Pioneer Lodge were undertaken in good faith and prior to your knowledge of the problem with the Lease, we are prepared to give temporary approval for the Association to proceed with those reservations which are already in place. This approval is subject to the following conditions:

- 1) No further bookings or reservations to take place until the matter of an Amendment to the Lease Agreement is resolved by City Council.
- 2) The Central Alberta Pioneers and Oldtimers Association shall indemnify the City and shall assume all liability in the event of accident or claims in any way connected with the rental of the Pioneer Lodge.

.../2

Mrs. Margaret R. Alton

Page 2

February 8, 1991

Your co-operation in this matter is appreciated. Should you have any questions or concerns please do not hesitate to contact the undersigned.

Sincerely,

R. J. McGHEE

Mayor

CS/bd

c.c. City Commissioner
Council Members
Director of Community Services
Bylaws and Inspections Manager
Fire Chief
City Assessor
City Clerk

Margaret R. Alton,
4619-45 Street,
Red Deer, Alberta, T4N 1K3.
February 7, 1991.

Dear Mr. Sevcik:

I trust you have received my second letter concerning the rentals of the Pioneer Lodge. We find, however, that we have a problem that requires immediate attention. Prior to our knowledge of our problem with our lease we had taken some reservations for the hall. As this is presently our only source of income, we are asking for temporary permission to continue with our casual rentals until this matter can be resolved by City Council.

Due to prior commitment I am unavailable this week, but if there are any problems or you require further information, please contact me Monday at 3471350. I do hope this matter can be dealt with quickly.

Respectfully yours

Margaret R. Alton

THE CITY OF RED DEER	
CLERK'S DEPARTMENT	
RECEIVED	
TIME	3:10 pm
DATE	91/02/07
BY	C. Sevcik

in which they may be, occasion by any cause whatsoever, and the Lessee shall indemnify and save harmless the Lessor from and against any claims or demands in connection therewith.

Provided always and it expressly agreed that if the rent hereby reserved shall be unpaid for thirty (30) days after any of the days on which the same ought to have been paid, or in the case of the breach or non-performance of any of the covenants and Agreements herein contained, on the part of the said Lessee, then it shall be lawful for the Lessor to re-enter and repossess the said premises anything herein contained to the contrary notwithstanding.

The Lessor covenants with the Lessee for quiet enjoyment.

Any buildings or improvements erected upon the demised premises shall become the property of the Lessor, but the Lessee shall be fully and solely entitled to the possession and enjoyment of same during the currency of the term hereby demised.

It is a condition of this Lease that the said premises and any improvements erected thereon shall be used only by the Old Timers Association of the District of Red Deer.

The Lessor covenants with the Lessee that in view of the expenditure of the said sum of approximately Fifteen thousand dollars, in the erection and maintenance of the said building and premises, and if the Lessee duly and regularly pays the said rent, and performs all and every the covenants provisos and agreements herein, and on the part of the Lessee to be paid, and performed, the Lessor will at the expiration of the said term upon its written request mailed by registered post to, or delivered to, the Lessor at or not later than three months before the expiration of the said terms, grant to the Lessee a renewal of the said lands and premises for a further term of 30 years, at the same rent and such new lease shall contain all the covenants,

the sketch hereunto annexed and forming part of this Lease and marked Schedule A.

Together with the right of ingress and egress in common with the Lessor and other persons from all sides with horse drawn as well as other power vehicles to enter the Exhibition Grounds, and the approaches to the said lands, and premises, and all rights, privileges and appurtenances whatsoever including such parking privileges as may be available from time to time, for the term of 30 years to be computed from the 1st day of May A.D. 1958 until the 31st day of June, 1988.

Yielding and paying therefore unto the Lessor the annual rent of one Dollar (\$1.00) payable on the first day of May A.D. 1958 and the first day of each and every year during the currency hereof.

And the Lessee covenants with the Lessor to pay rent and that it will at all times during the continuance of the term hereby demised keep and at the termination thereof yield up the said premises in good and tenantable repair, accidents and damage to building and premises from fire, storm and tempest or other casualty beyond the control of, or not caused by the negligence of the Lessee or its agents, and reasonable wear and tear only accepted.

The Lessee covenants that no Assignment, Transfer or Sub-Lease of this Lease or any part hereof shall be valid unless the consent in writing of the Lessor is first had and obtained.

The Lessee covenants to pay all charges for electricity, heat, telephone service and all other utilities and services provided to the demised premises and all costs and expenses arising in connection therewith.

The Lessee covenants to abide by and comply with all lawful by-laws, rules and regulations of the City of Red Deer.

The Lessor shall not be liable for any injury or damage to any person or property on in or about the demised premises or in any building

**THE CITY OF RED DEER**

P. O. BOX 5008, RED DEER, ALBERTA T4N 3T4 FAX: (403) 346-6185

City Clerk's Department 342-8132

Jean Harrison
346-2832

April 4, 1991

Ms. Margaret Alton
4619 - 45 Street
Red Deer, Alberta
T4N 1K3

Dear Ms. Alton:

RE: RENTAL OF PIONEER LODGE/LEASE AMENDMENT AGREEMENT

At the City of Red Deer Council meeting held on April 2, 1991, consideration was given to your letter dated March 15, 1991, concerning the above topic and at which meeting the following motion was passed.

"RESOLVED that Council of The City of Red Deer hereby agrees to amend the lease agreement between the Central Alberta Pioneers and Old Timers Association and The City of Red Deer to permit the rental of the Pioneer Lodge to other non-profit community service agencies subject to the building being upgraded to conform to the building and fire code regulations and as recommended to Council February 19, 1991."

The decision of Council in this instance is submitted for your information. I will now be in contact with our City Solicitor to draft the appropriate lease amendment agreement following which a copy of same will be forwarded to you for your review and execution.

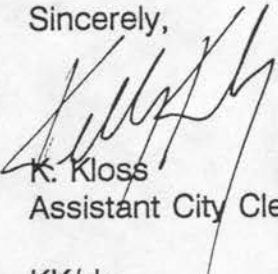
Also as indicated in the above resolution, this matter is subject to the building being upgraded to conform to the building and fire code regulations. In this regard, you may wish to contact the City's Bylaws & Inspections Department relative to building code regulations and the Fire Department relative to fire code regulations. In addition, further to our conversation of April 3, 1991, you may wish to contact Al Knight, the City Assessor, relative to your tax status with regard to the rental of the Pioneer Lodge.

*a delight
to discover!*

Page 2
M. Alton

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

Sincerely,



K. Kloss
Assistant City Clerk

KK/ds

c.c. City Solicitor
Dir. of Community Services
Dir. of Financial Services
Bylaws & Inspections Manager
Fire Chief
Urban Planning Section Manager
City Assessor
Museums Director

DATE: APRIL 4, 1991
TO: CITY SOLICITOR
FROM: ASSISTANT CITY CLERK
RE: CENTRAL ALBERTA PIONEERS & OLDTIMERS' ASSOCIATION
RENTAL OF PIONEER LODGE - AMENDMENT TO LEASE AGREEMENT

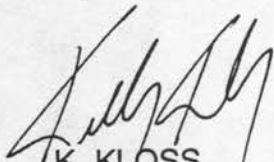
At the Council meeting of April 2, 1991, consideration was given to the above topic, and at which meeting the following motion was passed:

"RESOLVED that Council of The City of Red Deer hereby agrees to amend the lease agreement between the Central Alberta Pioneers and Old Timers Association and The City of Red Deer to permit the occasional rental of the Pioneer Lodge to other non-profit community service agencies subject to the building being upgraded to conform to the building and fire code regulations and as recommended to Council February 19, 1991."

The decision of Council in this instance is submitted for your information. I would ask that you now draft the necessary Amendment to said Lease Agreement in this regard. As the Director of Community Services is liaison with the Central Alberta Pioneers & Oldtimers' Association, it would be appropriate that a copy of the Amending Agreement be reviewed by him prior to same being forwarded to Margaret Alton.

For your reference, I have attached a copy of the Agreements between The City of Red Deer and the Central Alberta Pioneers & Oldtimers' Association dated June 27, 1958 and a subsequent Agreement dated October 14, 1983. Also, I have attached the latest letter from Margaret Alton (page 23 of the agenda) for your reference.

If you have any questions relative to this matter, please do not hesitate to call me.



K. KLOSS
ASSISTANT CITY CLERK
KK/sp

c.c. Director of Community Services
 Director of Financial Services
 Bylaws & Inspections Manager
 Museums Director
 Fire Chief

L E A S E

THIS INDENTURE made the 21st day of June.

A.D. 1958

B E T W E E N:

CITY OF RED DEER, a body corporate
within the Province of Alberta.

(Hereinafter referred to as "The Lessor")

of the First Part

- and -

CENTRAL ALBERTA PIONEER AND OLD
TIMERS' ASSOCIATION incorporated
under the Societies Act of the
Province of Alberta

(Hereinafter referred to as "The Lessee")

of the Second Part

WHEREAS the Lessee, with the consent and approbation of the
Lessor, and a promise to grant the within Lease, have:

Amongst its members, and its and their families,
among other things, for the purpose of posterity,
erected a commodious log building 26' x 62', at
its own expense, costing approximately Fifteen
Thousand (\$15,000.00) Dollars on the lands herein-
after described, with the expectation and under-
standing, that the members and their offspring would
in part receive from the Lessor, security in the
form of tenure of the said premises; and which said
building the association contemplates housing his-
torical records and events having reference to the
District and its Pioneers,

WITNESSETH that in consideration of the rents, covenants,
conditions, and Agreements hereinafter respectively reserved and contained,
by the Lessee to be respectively paid observed and performed, the Lessor has
demised and leased, and by these presents do demise and lease unto the Lessee
all that portion of the Exhibition Grounds of the City of Red Deer lying to
the South and East of the intersection of Forty-seventy (47th) Avenue and Forty
fourth (44th) Street in the said City as shown outlined in red upon

the sketch hereunto annexed and forming part of this Lease and marked Schedule A.

Together with the right of ingress and egress in common with the Lessor and other persons from all sides with horse drawn as well as other power vehicles to enter the Exhibition Grounds, and the approaches to the said lands, and premises, and all rights, privileges and appurtenances whatsoever including such parking privileges as may be available from time to time, for the term of 30 years to be computed from the 1st day of May A.D. 1958 until the 31st day of June, 1988.

Yielding and paying therefore unto the Lessor the annual rent of one Dollar (\$1.00) payable on the first day of May A.D. 1958 and the first day of each and every year during the currency hereof.

And the Lessee covenants with the Lessor to pay rent and that it will at all times during the continuance of the term hereby demised keep and at the termination thereof yield up the said premises in good and tenantable repair, accidents and damage to building and premises from fire, storm and tempest or other casualty beyond the control of, or not caused by the negligence of the Lessee or its agents, and reasonable wear and tear only accepted.

The Lessee covenants that no Assignment, Transfer or Sub-Lease of this Lease or any part hereof shall be valid unless the consent in writing of the Lessor is first had and obtained.

The Lessee covenants to pay all charges for electricity, heat, telephone service and all other utilities and services provided to the demised premises and all costs and expenses arising in connection therewith.

The Lessee covenants to abide by and comply with all lawful by-laws, rules and regulations of the City of Red Deer.

The Lessor shall not be liable for any injury or damage to any person or property on in or about the demised premises or in any building

in which they may be, occasion by any cause whatsoever, and the Lessee shall indemnify and save harmless the Lessor from and against any claims or demands in connection therewith.

Provided always and it expressly agreed that if the rent hereby reserved shall be unpaid for thirty (30) days after any of the days on which the same ought to have been paid, or in the case of the breach or non-performance of any of the covenants and Agreements herein contained, on the part of the said Lessee, then it shall be lawful for the Lessor to re-enter and repossess the said premises anything herein contained to the contrary notwithstanding.

The Lessor covenants with the Lessee for quiet enjoyment.

Any buildings or improvements erected upon the demised premises shall become the property of the Lessor, but the Lessee shall be fully and solely entitled to the possession and enjoyment of same during the currency of the term hereby demised.

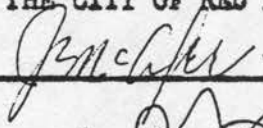
It is a condition of this Lease that the said premises and any improvements erected thereon shall be used only by the Old Timers Association of the District of Red Deer.

The Lessor covenants with the Lessee that in view of the expenditure of the said sum of approximately Fifteen thousand dollars, in the erection and maintenance of the said building and premises, and if the Lessee duly and regularly pays the said rent, and performs all and every the covenants provisos and agreements herein, and on the part of the Lessee to be paid, and performed, the Lessor will at the expiration of the said term upon its written request mailed by registered post to, or delivered to, the Lessor at or not later than three months before the expiration of the said terms, grant to the Lessee a renewal of the said lands and premises for a further term of 30 years, at the same rent and such new lease shall contain all the covenants,


provisos and agreements contained in the present Lease, including the covenant for renewal.

IN WITNESS WHEREOF the Party of the First Part has caused its corporate seal to be affixed under the hands of its officers duly authorized in that behalf and the Parties of the Second Part have hereunto fixed their hands and seals.


THE CITY OF RED DEER




Mayor




City Clerk



President



Secretary



Central Alberta Pioneer
& Old Timers' Association

47 AVE.



24' SAN. SEWER

44 STR.

133

43'

52'

165

S. 45° 47' E.

NOTE

Building May Not Be Situated
Any Further NORTH or EAST
Than Is Shown on This Sketch

THE CITY OF RED DEER - ENGINEERING DEPT.

OLDTIMERS CABIN LOCATION

REVISIONS

April 2/58

SCALE 1" = 40'

F.B. # 93

DRAWN BY L.M.E.

DATE 3/4/58

DRAWING NO.

THIS AGREEMENT made the *14th* day of *Oct* , A.D. 1983.

BETWEEN:

THE CITY OF RED DEER
(herein referred to as "the Lessor")

OF THE FIRST PART

- and -

CENTRAL ALBERTA PIONEER AND OLD TIMERS ASSOCIATION
(herein referred to as "the Lessee")

OF THE SECOND PART

WHEREAS pursuant to an agreement dated the 27th day of June, 1958 entered into between the parties hereto, the Lessor leased unto the Lessee certain lands described therein situate upon the former site of the exhibition grounds in the City of Red Deer;

AND WHEREAS the Lessor proposes to redesignate and redevelop the former exhibition lands;

AND WHEREAS the Lessee has suggested to the Lessor that the area of land leased by the Lessee from the Lessor pursuant to the said agreement enlarged;

AND WHEREAS the Lessor acknowledges and agrees that the Lessee continues to provide a service which is of benefit to the City;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and agreements herein contained, and in consideration of the sum of one (\$1.00) dollar now paid by the Lessee to the Lessor, receipt whereof is hereby acknowledged, the parties hereto covenant and agree together as follows:

1. That the Indenture of Lease between the parties hereto dated the 27th day of June, 1958 be amended by deleting Schedule "A" therefrom, and substituting in its place and stead Schedule "A" annexed hereto.

2. That in accordance with the renewal provisions of the said Indenture of Lease as set forth on page 3 thereof, the term of the said Lease is hereby extended for a further period of thirty (30) years to terminate on the 30th day of June, 2018 A.D., upon the same terms and conditions as contained in the present Lease, including the covenant for renewal.

3. All costs of survey and preparation and registration of subdivision plan respecting the said lands shall be prepared by and at the cost of the Lessor.

IN WITNESS WHEREOF the parties hereto by their proper officers have set their hand and seal the day and year above written.

THE CITY OF RED DEER

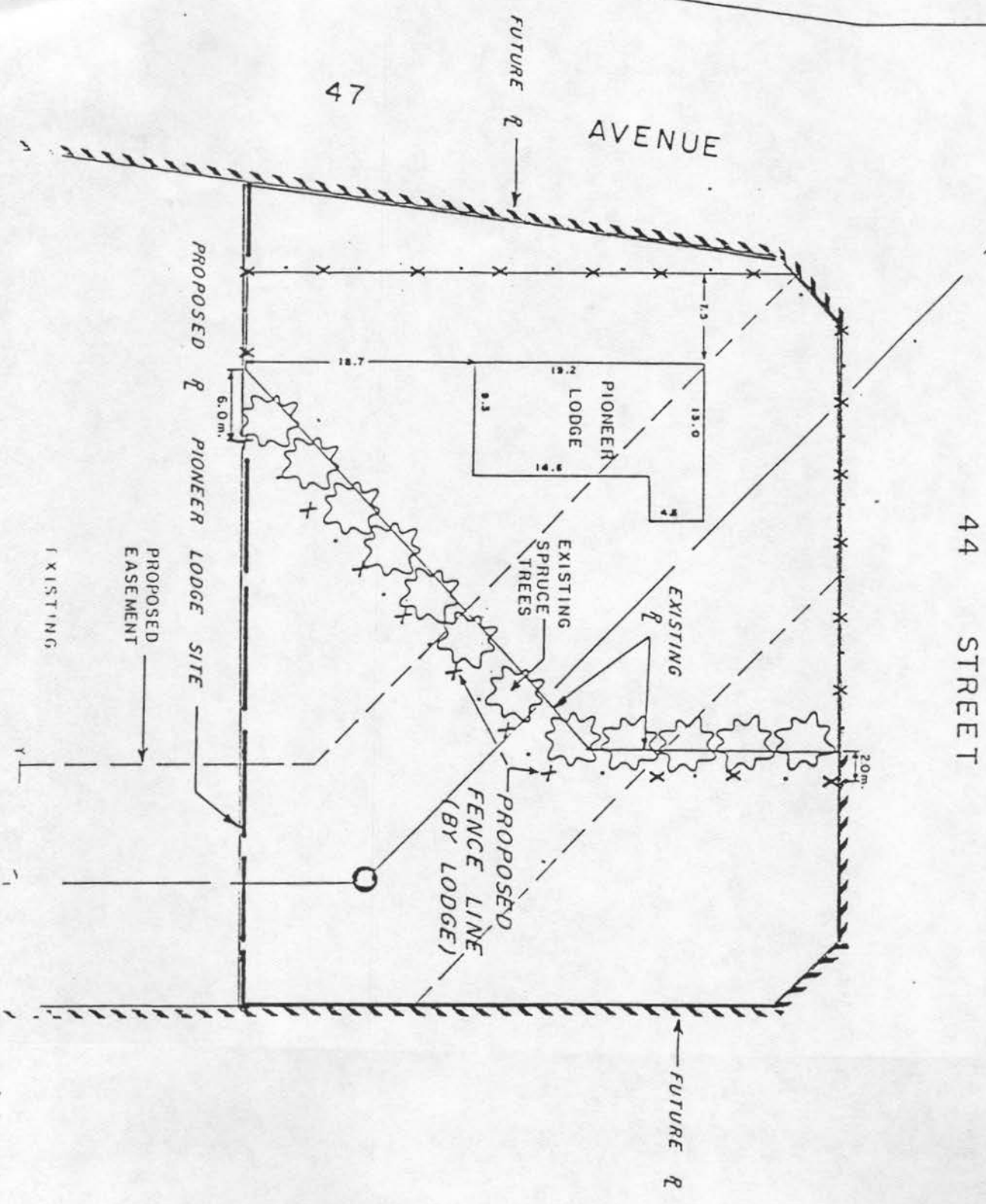
Per: *Wm. Gher*

Per: *Steel*

CENTRAL ALBERTA PIONEER AND OLD
TIMERS ASSOCIATION

Per: *W. L. Hall President*

Per: *Dorothy Miller Sec.*



BETWEEN:

THE CITY OF RED DEER
(herein referred to as
"the Lessor")

OF THE FIRST PART

- and -

CENTRAL ALBERTA PIONEER AND
OLD TIMERS ASSOCIATION
(herein referred to as
"the Lessee")

OF THE SECOND PART

A G R E E M E N T

CHAPMAN & COMPANY
Barristers & Solicitors
208 - 4808 Ross Street
RED DEER, Alberta
T4N 1X5

THC/hlm

DATE: MARCH 15, 1991.
TO: CHARLIE SEVCIK.
City Clerk.
FROM: MARGARET ALTON.
Vice President
Central Alberta Pioneers and Oldtimers Association.
RE: RENTAL OF PIONEER LODGE / LEASE AMENDMENT AGREEMENT.

I have written to Eileen Dubois, President of the Normandeau Cultural and Natural History Society, requesting they delete the word "occasional" from their recommendation before presenting it to their board. I have asked that they then resubmit their decision back to city council. I have been informed this has been completed.

In accordance with city councils referral back to the Central Alberta Pioneers and Oldtimers Association, acceding to the request of some of its members that a second vote be conducted, this vote was taken at the general meeting of March 13, 1991. The meeting was well advertised, the weather was above freezing and a written progress report was given to each member in good standing, outlining all motions and correspondence to that date.

Margaret Alton made a motion that; For clarification to city council the membership of the general meeting of March 13, 1991 of the Central Alberta Pioneers and Oldtimers Association, shall vote by secret ballot, expressing their wishes for or against a long term rental to the Oddfellows and Rebekahs Lodge. Seconded by Ron Dale. Discussion followed in which a tabling motion was made by Dorothy Bower, seconded by Gertrude Richards, defeated. After further discussion a secret ballot vote was taken. Yes I want to rent to the Oddfellows Lodge. 57. No I do not want to rent to the Oddfellows Lodge. 20. Motion carried.

I feel this totally clarifies the wishes of the majority of the Central Alberta Oldtimers and on their behalf ask that you once again present our request for a lease change before city council at your earliest possible convenience.

Respectfully

Margaret R. Alton

THE CITY OF RED DEER
CLERK'S DEPARTMENT

RECEIVED	
TIME	2:00 pm
DATE	March 15/91
BY	C. Sevcik

Margaret Alton.
4619-45 Street, Red Deer,
Alberta, T4N 1K3.
Phone 347 1350.

DATE: MAY 15, 1991

TO: CITY SOLICITOR
DIRECTOR OF COMMUNITY SERVICES
DIRECTOR OF FINANCIAL SERVICES
BYLAWS & INSPECTIONS MANAGER
MUSEUMS DIRECTOR
FIRE CHIEF

FROM: ASSISTANT CITY CLERK

RE: CENTRAL ALBERTA PIONEERS & OLDTIMERS' ASSOCIATION -
RENTAL OF PIONEER LODGE - AMENDMENT TO LEASE AGREEMENT


Further to my memo of April 4, 1991 concerning the above topic, I would advise that the resolution in said memo was "mis-quoted".

The resolution which was passed at the Council meeting on April 2, 1991 concerning this topic should read as follows:

"RESOLVED that Council of The City of Red Deer hereby agrees to amend the lease agreement between the Central Alberta Pioneers and Oldtimers' Association and The City of Red Deer to permit the rental of the Pioneer Lodge to other non-profit community service agencies subject to the building being upgraded to conform to the building and fire code regulations, and as recommended to Council February 19, 1991."

The only difference between the resolution I originally quoted and the above, is that Council passed the motion without the word "occasional".

Trusting you will find this satisfactory. I apologize for any inconvenience this may have caused.



K. KLOSS
ASSISTANT CITY CLERK
KK/sp

c.c. City Clerk

PUBLIC HEARINGSNO. 1

DATE: March 21, 1991
TO: City Council
FROM: City Clerk
RE: PUBLIC HEARING - LAND USE BYLAW AMENDMENT 2672/D-91

A public hearing has been advertised in regard to the above noted Land Use Bylaw Amendment to be held on Tuesday, April 2, 1991 commencing at 7 p.m. or as soon thereafter as Council may determine.

Bylaw 2672/D-91 pertains to the redesignation of a portion of the College lands from PS to P1 designation to accommodate a family golf centre development proposed by GPEC Consulting Ltd.

Enclosed hereafter is the plan showing the proposed lands in question being redesignated.



G. Sevcik
City Clerk

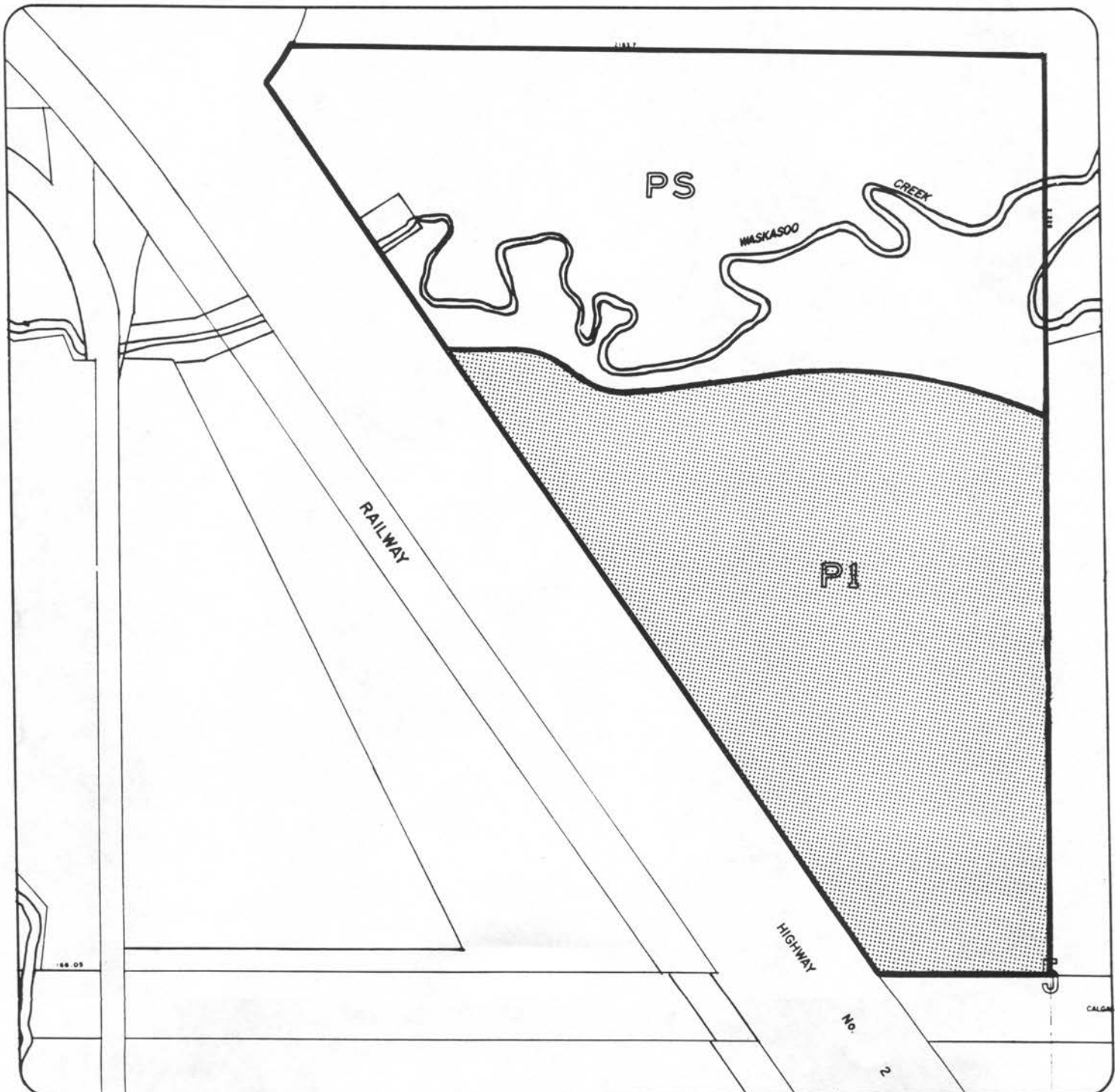
CS/jt

Att.

City of Red Deer --- Land Use Bylaw

Land Use Districts

E5



Revisions :

MAP NO. 3/91
(BYLAW NO. 2672/D-91)

Change from **PS** to **P1**  .

**THE CITY OF RED DEER**

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

City Clerk's Department 342-8132

March 5, 1991

GPEC Consulting Ltd.
#408 Willow Park Centre
10325 Bonaventure Drive S.E.
CALGARY, Alberta
T2J 5R8

Attention: Mr. Kenneth H. Rattray,
Vice-President/Director of Planning

Dear Sir:

RE: GOLFLAND - RED DEER, FAMILY GOLF CENTRE -
DEVELOPMENT APPLICATION ON RED DEER COLLEGE SITE

Your proposal to develop a family golf and recreation area on a portion of the Red Deer College site, adjacent to Highway 2 and south of Waskasoo Creek, received consideration at the Council meeting of March 4, 1991.

Following is a resolution which was passed by Council in regards to your application.

"RESOLVED that Council of The City of Red Deer, having considered correspondence from GPEC Consulting Ltd. dated January 28, 1991 re: Application for Development Permit/Golfland - Red Deer - Family Golf Centre - Portion of Red Deer College Site, hereby agrees as follows:

1. That said site be redesignated from PS - Public Service to P1 - Parks and Recreation in the Land Use Bylaw
2. That the Developer be required to submit a detailed geotechnical evaluation of the escarpment prior to a Development Permit being issued for the retention pond
3. That no consideration be given to future access from the Major Continuous Corridor

and as presented to Council March 4, 1991."

....2

*a delight
to discover!*

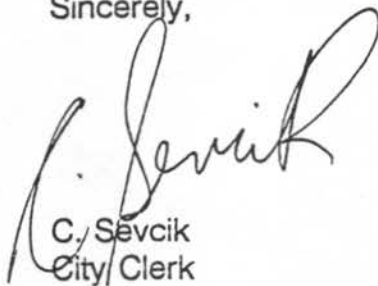
Mr. Kenneth H. Rattray
GPEC Consulting Ltd.
March 5, 1991
Page 2

The decision of Council in this instance is submitted for your information and I am also enclosing herewith all administrative comment which appeared on the Council agenda (pages 72 to 89). I would draw your attention to the conditions recommended by the administration which as noted by the Commissioners, are more properly the responsibility of the Municipal Planning Commission and will be dealt with by the Commission if Council approves the redesignation of the site.

I would further advise that at the above noted Council meeting, first reading was given to Land Use Bylaw Amendment 2672/D-91, a copy of which is enclosed herewith. This bylaw pertains to the redesignation of the lands in question from PS to P1 designation. This office will now proceed with preparation of advertising for a public hearing to be held on Tuesday, April 2, 1991 commencing at 7 p.m. or as soon thereafter as Council may determine. The advertising is scheduled to appear in the local newspaper on Friday, March 15 and 22, 1991. 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, March 12th, 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, however, if you have any questions, please do not hesitate to contact the undersigned.

Sincerely,



C. Sevcik
City Clerk
CS/t
Att.

c.c. Director of Community Services
Recreation, Parks & Culture Board
Recreation & Culture Manager
Fire Chief
Municipal Planning Commission

Wilma (91/03/07)

Parks Manager
Principal Planner
Bylaws & Inspections Manager
Engineering Department Manager

BYLAW NO. 2672/D-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. 3/91 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



THE CITY OF RED DEER

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

City Clerk's Department 342-8132

April 4, 1991

GPEC Consulting Ltd.
408 Willow Park Centre
10325 Bonaventure Drive S.E.
Calgary, Alberta
T2J 5R8

Attention: Mr. Kenneth H. Rattray, Vice-President/Dir. of Planning

Dear Sir:

RE: GOLFLAND - RED DEER, FAMILY GOLF CENTRE - DEVELOPMENT APPLICATION
ON RED DEER COLLEGE SITE, LAND USE BYLAW AMENDMENT 2672/D-91

Further to our letter of March 5, 1991, wherein we advised of a Public Hearing in regard to the aforementioned Land Use Bylaw Amendment, I wish to advise as follows:

At the Council meeting of April 2, 1991, Land Use Bylaw Amendment 2672/D-91 was given second and third reading by Council following the Public Hearing. In order to proceed with the proposal, it is necessary to apply to the Bylaws & Inspections Manager for receipt of all permits and necessary approvals prior to development taking place.

The decision of Council 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,

K. Kloss
Assistant City Clerk

c.c. Bylaws & Inspections Manager
City Assessor
Principal Planner
Fire Chief

Dir. of Engineering Services
Dir. of Community Services
W. Vincent



RED DEER

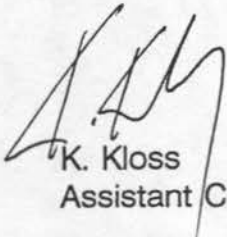
*a delight
to discover!*

DATE: April 4, 1991
TO: Senior Planner, D. Rouhi
FROM: Assistant City Clerk
RE: LAND USE BYLAW 2672/D-91

Council of The City of Red Deer on Tuesday, April 2, 1991, gave second and third readings to the above noted Land Use Bylaw Amendment, copy of which is enclosed herewith.

Bylaw 2672/D-91 pertains to the redesignation of a portion of the College lands from PS to P1 designation to accommodate a family golf centre development proposed by GPEC Consulting Ltd.

Trusting you will find this satisfactory and that you will be sending us the revised page for inclusion in the office consolidation copy of the land use bylaw at your earliest convenience.



K. Kloss
Assistant City Clerk

KK/ds

Encl.

c.c. Dir. of Engineering Services
Dir. of Community Services
Bylaws & Inspections Manager
City Assessor
E.L. & P. Manager
Fire Chief
Parks Manager
Recreation & Culture Manager
Recreation, Parks & Culture Board
Municipal Planning Commission

FILE: UTILBILL.EPP

DATE: March 22, 1991
TO: CITY CLERK
FROM: TREASURY SERVICES MANAGER
RE: EQUAL PAYMENT PLAN - UTILITY BILLING

Council will no doubt recall that when The City implemented the new utility billing system in February, 1990, we indicated that The City would be able to offer our residential utility customers the "equal monthly payment" option once we had accumulated one years consumption history for our customers on the new system.

I am pleased to advise that The City is now in a position to extend this offer to our residential customers who meet the following criteria:

- (1) The customer's account must be current; we will not extend this option to a customer if the account is in arrears.
- (2) The customer must have lived at the same address for at least 12 months in order that an appropriate consumption history is available.
- (3) The Equal Payment Plan will not be available to a customer whose meters have been estimated for more than four consecutive months.

If the only reason that a customer doesn't qualify for the Equal Payment Plan is the number of estimates on a meter, the customer may be set up on the Equal Payment Plan once a meter reading is obtained.

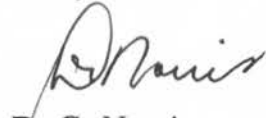
The customer's Equal Payment Plan amount will be based on the previous years consumption at current rates. The customer will pay the Equal Payment Plan amount for the months May through March. In the month of April, each customer's total utility costs and budget payments will be compared; if the total utility costs for the year are more than what was paid, the customer will be billed for the difference. If less, a refund cheque will be issued for any amount over \$30. If the customer's credit is less than \$30, it will apply against the customer's account.

We propose to enclose an information sheet with all customers bills issued in the month of April; a copy is attached for your information.

City Clerk
March 22, 1991
Page 2 FILE: UTILBIL.EPP

RECOMMENDATION

That City Council authorize the implementation of the Equal Payment Plan for residential utility customers on the basis described herein.



D. G. Norris
Treasury Services Manager

DGN:mrk

c.c. Director of Financial Services
Utility Billing Supervisor

Att'd.

THE CITY OF RED DEER UTILITY BILLING

EQUAL PAYMENT PLAN

WHAT IS THE EQUAL PAYMENT PLAN?

The Plan allows equal monthly payments on qualifying accounts for eleven of twelve months in the year. It is a convenient way to average your utility costs over 12 months and to assist in budget or vacation planning.

HOW DOES IT WORK?

After the April billing, the consumption figures on qualifying accounts are calculated for the past year and then divided into equal monthly amounts. The Equal Payment Plan amount is based on the calculation of the average monthly consumption at current rates. You are billed this Equal Payment Plan amount for the months of May through March. In April, your payments under the Equal Payment Plan are compared to your actual charges. Any amount outstanding on the account will be billed in April; any accounts in a credit balance greater than \$30 will receive a refund cheque. Any credit less than or equal to \$30 will be applied to your account.

HOW DO I QUALIFY?

The Plan is available to residential customers meeting all the following criteria:

- 1) The account must be current; we will not set up any account with arrears.
- 2) You must have lived at the same address for at least 12 months in order that an appropriate consumption history is available.
- 3) You can have no more than four consecutive estimated readings on any meter.

If the only reason for disqualification is the number of estimates on a meter, we will be able to set you up once a reading is obtained.

HOW DO I SIGN UP?

Qualifying customers will notice an item on their May bill advising of the Equal Payment Plan amount for their account. If you wish to join the Plan, simply pay the equal Payment Plan amount rather than the actual billed amount. It's as easy as that!

Customers who wish to be set up on the Equal Payment Plan at any time other than in the month of May will have to make application to the Utility Billing office to determine if they qualify.

The City of Red Deer Utility Billing
Equal Payment Plan
Page 2

WHAT ARE MY RESPONSIBILITIES?

By joining the Plan, you agree to pay the Equal Payment Plan amount each month, by the Due Date, for the months May through March. You agree also to "settle up" the account with the April billing. If your meters are inaccessible to our Meters Readers, you agree to provide reads as required. If you fail to make the required payments by the Due Date, the Equal Payment Plan option may be withdrawn at any time.

WHAT ARE THE CITY'S RESPONSIBILITIES?

The City agrees to bill you the Equal Payment Plan amount for the months of May through March, provided you are a qualified customer and continue to meet all the requirements. Should we need to adjust your Equal Payment Plan amount because of rate changes or unexpected consumption patterns, you will be advised in writing of any change.

QUESTIONS OR CONCERNS?

Please call our Utilities switchboard at 342-8107 any workday from 8:00 A.M. to 4:30 P.M.

Commissioners's Comments

We would recommend Council authorize implementation of the Equal Payment Plan as outlined by the Treasury Services Manager.

"R.J. MCGHEE"
Mayor

DATE: August 21, 1990
TO: Director of Financial Services
FROM: City Clerk
RE: LINDA YELICH - ESTIMATING UTILITY BILLS

At the Council meeting of August 20, 1990 the following motion was passed in regard to a letter of concern received by Linda Yelich pertaining to the practice of estimating utility bills.

"RESOLVED that Council of The City of Red Deer having considered correspondence from Linda Yelich dated July 24, 1990, re: Utility Statement - Estimating Utility Bills hereby agrees that monthly meter reading of residential accounts not be introduced at this time;

Council further directs that when appropriate the City Administration bring back a report for Council's consideration on the introduction of a balanced billing option for utility customers who wish to even out their monthly bills similar to the system that is offered by Northwestern Utilities

and as presented to Council August 20, 1990."

In accordance with Council's resolution, we look forward to receipt of a further report back to Council in due course on the introduction of a balanced billing option for utility customers.


C. SEVCIK
City Clerk

CS/jt

c.c. City Commissioner
Utilities Billing Supervisor

Alan - where are we at
with regard to this matter?
9/1/02/08 LP.

Working toward a
Spring '91 introduction
AWilch

**THE CITY OF RED DEER**

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

City Clerk's Department 342-8132

August 21, 1990

Linda Yelich
21 Rose Crescent
RED DEER, Alberta
T4P 3C5

Dear Ms. Yelich:

RE: ESTIMATING UTILITY BILLS

Your letter of July 24, 1990 pertaining to the above matter, and in particular requesting that your meter be read monthly, received consideration at the Council meeting of August 20, 1990.

At the above noted meeting Council passed the following motion.

"RESOLVED that Council of The City of Red Deer having considered correspondence from Linda Yelich dated July 24, 1990, re: Utility Statement - Estimating Utility Bills hereby agrees that monthly meter reading of residential accounts not be introduced at this time;

Council further directs that when appropriate the City Administration bring back a report for Council's consideration on the introduction of a balanced billing option for utility customers who wish to even out their monthly bills similar to the system that is offered by Northwestern Utilities

and as presented to Council August 20, 1990."

The decision of Council in this instance is submitted for your information and I am also enclosing herewith all of the administrative comment which appeared on the Council agenda of August 20th (pages 84-90).

....2

*a delight
to discover!*

Linda Yelich
August 22, 1990
Page 2

As pointed out at the Council meeting, to overcome the problem which you have experienced with estimated bills, you may phone in the actual reading to the Utilities Department on the alternate months that your meter is not read by the City meter readers. The readings, however, will have to be phoned in prior to a certain date each month, and in this regard you should contact the Utilities Department for advice as to the deadline.

We thank you for bringing this matter to Council's attention and 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

Enc.

c.c. Director of Financial Services
Utilities Billing Supervisor

DATE: April 3, 1991
TO: Treasury Services Manager
FROM: Assistant City Clerk
RE: EQUAL PAYMENT PLAN - UTILITY BILLING

At the Council Meeting of April 2, 1991, consideration was given to your report dated March 22, 1991, concerning the above topic and at which meeting the following motion was passed.

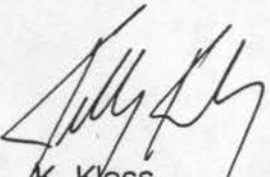
"RESOLVED that Council of The City of Red Deer hereby authorizes the implementation of the equal payment plan for residential utility customers and as presented to Council April 2, 1991 by the Treasury Services Manager.

Council further agrees if the total utility costs for the year are less than what is paid, a credit would be automatically applied to the account unless a refund cheque was requested by the customer."

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

Please note that the aspect of having utility billings being paid by customers by direct deduction from their bank account was also discussed. It was suggested that this be reviewed by your department as a possible alternative and a report be brought back to Council relative to this matter when appropriate.

Trusting you will find this satisfactory.



K. Kloss
Assistant City Clerk

KK/ds

c.c. Dir. of Financial Services
Utility Billing Supervisor

NO. 2

CS-P-2.708

DATE: March 15, 1991

TO: CITY COUNCIL

FROM: LYNNE PARADIS, Chairman
Recreation, Parks & Culture Board

RE: PORTABLE FOOD CONCESSION
MR. J. CRAWFORD (ROSCO'S POP & FLOSS)
MCKENZIE TRAIL & CORONATION PARK

The Recreation, Parks & Culture Board considered a request by Mr. J. Crawford to operate a portable food concession in McKenzie Trail and Coronation Park. At the March 12, 1991 meeting of the Board, the following Resolution was passed:

"THAT the Recreation, Parks & Culture Board support and recommend to Council that the proposal as outlined by Mr. Crawford, excepting Kiwanis Picnic Park, for the operation of a portable concession at McKenzie Trail and Coronation Park be approved subject to the conditions as outlined in the Parks Manager's report."

The Parks Manager's report and respective draft of the concession agreement is attached for Council's consideration.


LYNNE PARADIS

:ad

Att.

c. Craig Curtis, Director of Community Services

CS-P-2.683

DATE: March 6, 1991

TO: RECREATION, PARKS & CULTURE BOARD

FROM: DON BATCHELOR
Parks Manager

RE: PORTABLE FOOD CONCESSION - McKenzie Trail, Coronation Park,
Kiwanis Picnic Park

I have reviewed the proposal of Mr. J. Crawford (Rosco's Pop & Floss) to sell popcorn, candy floss and pop to the public in Kiwanis Picnic Park, Coronation Park and McKenzie Trail (see attached).

I have discussed the proposal with the Recreation & Culture Department Manager and the Director of Community Services and we have no objection to this proposal for Coronation Park and McKenzie Trail, but are opposed to an additional concession operation in Kiwanis Picnic Park. Rotary Picnic Park has had a similar and very successful concession for the past several years (Mr. Popcorn), providing food and soft drink services. In addition, park concessionaires can provide a number of public relations functions including distributing Waskasoo Park maps and brochures, directing the public to park attractions/facilities, litter control in the immediate area and also providing a security function. The sales and services proposed by Mr. Crawford would be the same as those existing in Rotary Park, which are very positive services to the public.

A portable concession is not desirable or necessary in Kiwanis Picnic Park due to the close proximity of the Bower Ponds Food Services located in the Bower Ponds Pavilion, and at the new Great Chief Park Services Building. The operation of a portable concession at this location may be in conflict with the Bower Ponds Food Services contract.

In supporting this proposal for Coronation Park and McKenzie Trail only, I recommend that an agreement be drafted (same as the agreement with Mr. Popcorn) with Mr. Crawford to include the following factors:

- term 3 years with two 1-year extensions;
- 1991 prices to be set as outlined on the proposal;
- litter control within 30 metres of the stand be the responsibility of the applicant;
- retain a first aid kit;
- no gum or sunflower seeds to be sold;

...2/

RECREATION, PARKS & CULTURE BOARD

February 28, 1991

Page 2

-
- necessary permits and licenses being obtained;
 - 10% of gross sales shall be payable to the City;
 - Performance Bond of \$300 be posted;
 - \$1,000,000 comprehensive public liability insurance with City as co-insured being provided.

RECOMMENDATION:

That the Recreation, Parks & Culture Board support and recommend to Council that the proposal, as outlined by Mr. J. Crawford, excepting Kiwanis Picnic Park, for the operation of a concession at McKenzie Trail and Coronation Park be approved subject to the conditions as outlined in the Parks Manager's report.



DON BATCHELOR

:ad

Att.

- c. Craig Curtis, Director of Community Services
Lowell Hodgson, Recreation & Culture Manager

FEBRUARY 25, 1991

RECREATION PARKS AND CULTURE BOARD
4914 - 48 ST.
RED DEER, ALBERTA

ATTENTION DON BATCHELOR

ROSCO'S POP AND FLOSS, PORTABLE CONCESSION UNITS, WOULD LIKE TO APPLY FOR APPROVAL TO SELL POPCORN, CANDY FLOSS AND POP IN DESIGNATED AREAS AS MARKED ON THE MAP PROVIDED.

A TERM OF THREE YEARS WOULD BE DESIRABLE. TIME OF OPERATIONS WILL COINCIDE WITH THE WEATHER.

ALL CONDITIONS RE: LICENCES, BONDS, INSURANCE, ETC. WILL BE MET TO THE BOARD'S APPROVAL.

IF YOU HAVE ANY QUESTIONS REGARDING OUR OPERATION PLEASE CALL US.

REGARDS,

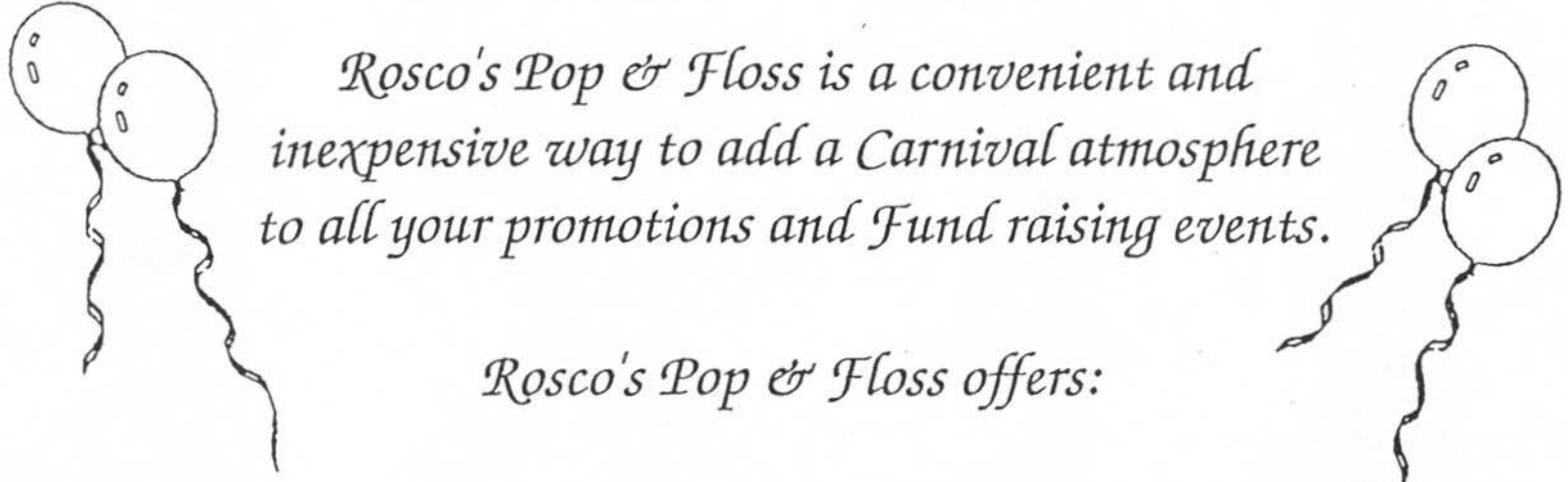


JOHN CRAWFORD
346-2393

70 Clark Cres.
Red Deer, Alta.
T4P 2G3

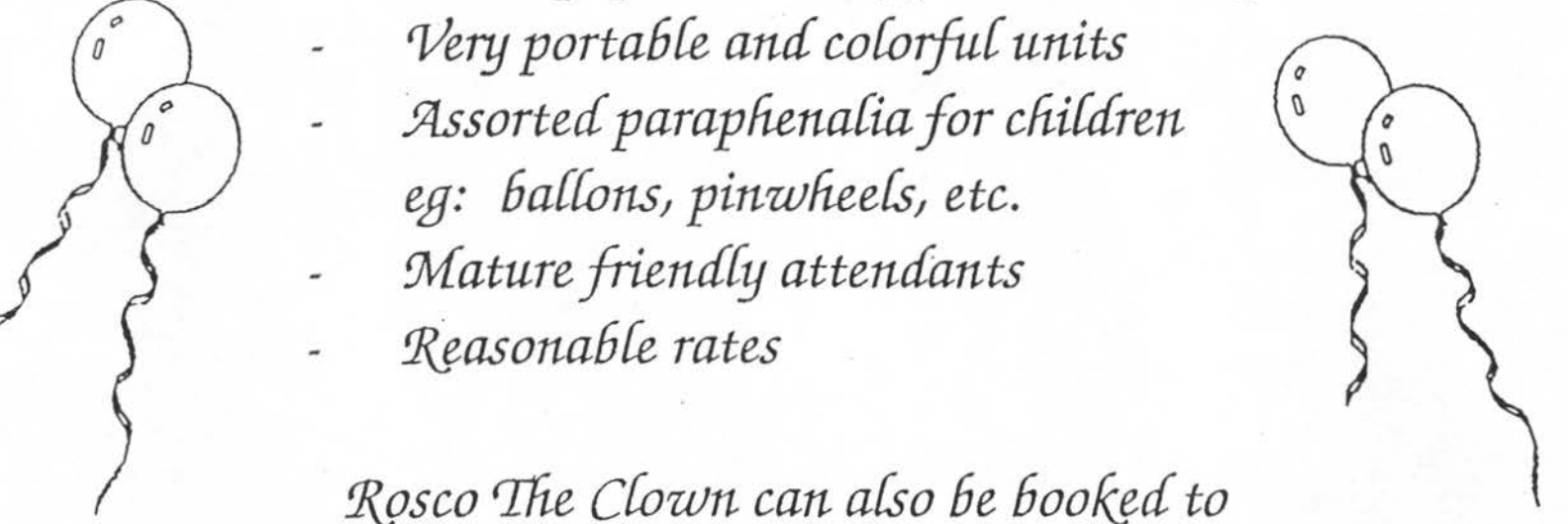


Introducing You To Rosco's Pop & Floss



Rosco's Pop & Floss is a convenient and inexpensive way to add a Carnival atmosphere to all your promotions and Fund raising events.

Rosco's Pop & Floss offers:

- 
- *Fresh popcorn, candy floss & beverages*
 - *Very portable and colorful units*
 - *Assorted paraphernalia for children
eg: balloons, pinwheels, etc.*
 - *Mature friendly attendants*
 - *Reasonable rates*

Rosco The Clown can also be booked to coincide with your events.

Please Phone: 346-7343



"ROSCO'S POP AND FLOSS" IS PLEASED TO INTRODUCE TO YOU TWO COMPACT UNITS ABLE TO MAKE POPCORN OR CANDY-FLOSS AND DISPENSE BEVERAGES AT ANY LOCATION FOR ANY OCCASION.

OUR ONE UNIT IS COMPRISED OF A CRETOR'S ANTIQUE POPCORN MACHINE AND A CANDY-FLOSS MACHINE ON A PORTABLE UNIT WITH WHEELS. THE TOTAL WIDTH IS THREE FEET, LENGTH IS FOUR FEET, HEIGHT IS SIX FEET.

ALL FOOD PRODUCT IS PURCHASED FROM HARLON FAIRBANKS CO. LTD. IN EDMONTON, A MAJOR WHOLESALE CONCESSION CO. IN THE WEST.

OUR BEVERAGE DISPENSING MACHINE IS IN A THIRTY INCH WIDE BY THREE FOOT LONG BY THREE AND A HALF FOOT UNIT. IT IS ABLE TO DISPENSE FOUR TYPES OF BEVERAGE WITH MOST BEVERAGE TYPES AVAILABLE.

ALSO PROVIDED ARE TWO LARGE GARBAGE CANS TO HELP TAKE CARE OF ANY LITTER THERE MIGHT BE.

THESE UNITS ARE ALL TRANSPORTED IN BRAND NEW, TOTALLY ENCLOSED, FIVE FOOT BY TEN FOOT MINI CARGO TRAILER.

CONCESSION ATTENDANTS ARE MATURE AND FRIENDLY.

PRICES:	EIGHT OZ. BAG OF POPCORN	= \$1.25
	CANDY FLOSS SERVING	= \$1.25
	TEN OZ. BEVERAGE	= \$1.25

APPLICANT'S INFORMATION

JOHN W. CRAWFORD

70 CLARK CRES.
RED DEER, ALTA.

346-2393

AGE 35, MARRIED, TWO CHILDREN.

REFERENCES AVAILABLE ON REQUEST

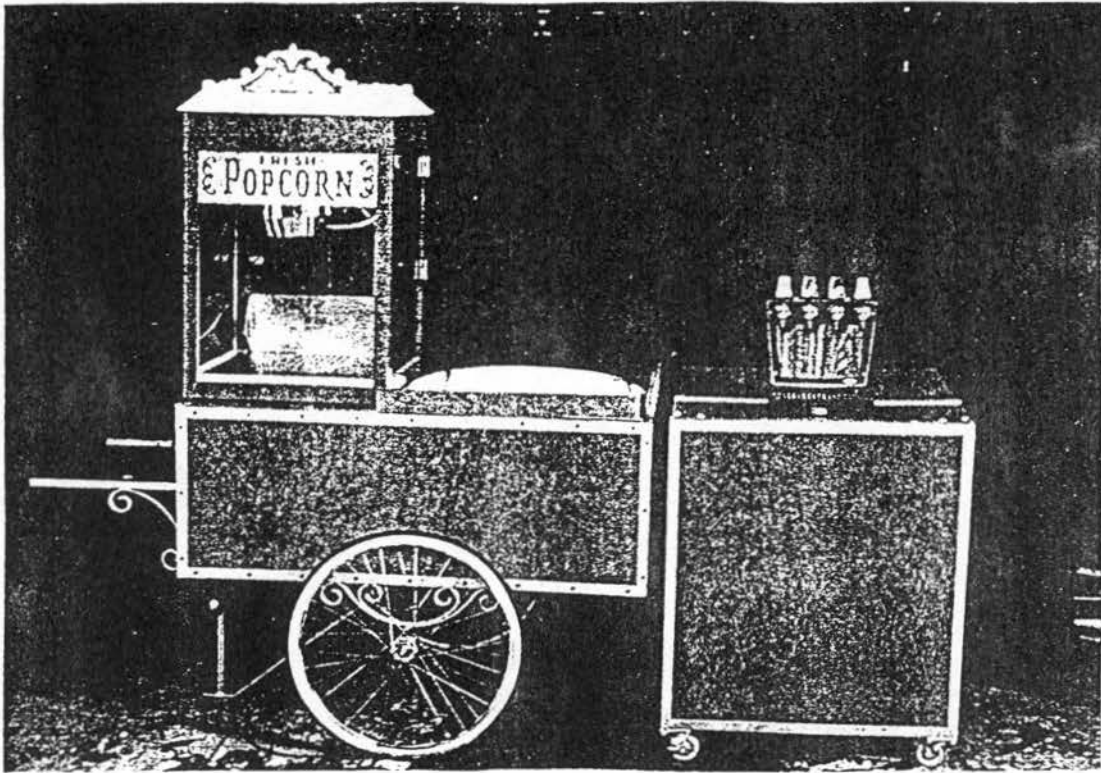
ROSS KRAWECE

93 GRANT ST.
RED DEER, ALTA.

346-7343

AGE 32, MARRIED, ONE CHILD

REFERENCES AVAILABLE ON REQUEST



CS-3.153

DATE: March 22, 1991

TO: CITY COUNCIL

FROM: CRAIG CURTIS, Director
Community Services DivisionRE: PORTABLE FOOD CONCESSION:
MR. J. CRAWFORD (ROSCO'S POP & FLOSS)
McKENZIE TRAIL RECREATION AREA AND CORONATION PARK
A memo from the Chairman of the Recreation, Parks & Culture Board
dated March 15, 1991 refers.

-
1. Mr. J. Crawford (Rosco's Pop & Floss) has submitted a proposal to the City for the operation of portable concession units at Coronation Park, Kiwanis Picnic Grounds, and McKenzie Trail Recreation Area.
 2. The Parks Manager and the Recreation, Parks and Culture Board are recommending approval of a contract with Rosco's Pop & Floss for the operation of concession units at Coronation Park and McKenzie Trail Recreation Area, subject to a number of standard terms and conditions. The proposal for a concession unit at Kiwanis Picnic Grounds is not recommended, as it would be in conflict with the concession contract with Bower Ponds Food Services which operates concessions at Bower Ponds and Great Chief Park.

3. RECOMMENDATION

I support the comments of the Parks Manager and the Recreation, Parks and Culture Board and recommend that City Council approve entering into a contract with Rosco's Pop & Floss for the operation of portable concession units at Coronation Park and McKenzie Trail Recreation Area, subject to the terms and conditions recommended by the Parks Manager.



CRAIG CURTIS

:kl

- c. Lowell Hodgson, Recreation & Culture Manager
Don Batchelor, Parks Manager

Commissioner's Comments

We would concur with the recommendations of the Recreation, Parks & Culture Board.

"R.J. MCGHEE"
Mayor

POPCORN CONCESSION AGREEMENT
FOR MCKENZIE TRAIL & CORONATION PARK

BETWEEN:

THE CITY OF RED DEER

("the City")

- and -

JOHN CRAWFORD

operating under the firm name and style of
ROSCO'S POP AND FLOSS

("the Concessionaire")

INTRODUCTION

The parties wish to enter into an agreement to permit the operation of a popcorn concession in McKenzie Trail and Coronation Park, which are parks owned by the City located near the junction of 43 Avenue and 67th Street and Ross Street at 46th Avenue respectively, in the City of Red Deer as shown on the map attached as Schedule "A", herein called "the park areas".

LICENSE AND PREMISES

1. The City grants to the Concessionaire the exclusive right to operate a Portable Concession booth or stall ("the concessions") in the park areas together with the exclusive right to sell from it refreshments, confections and other commodities approved by the City, for the term commencing April 13, 1991 and expiring October 30, 1993.
2. The Concessionaire shall have the right to locate the concessions only at such specific location within the park areas as may be approved by the Parks Manager or his agent.
3. The Concessionaire acknowledges that it has inspected the park areas and is familiar with

them. The City does not guarantee or represent that any picnic tables or electric power hook-ups will be available to the Concessionaire. Water hook-ups will not be provided.

OBLIGATIONS OF CONCESSIONAIRE

4. The Concessionaire shall:

- (a) operate the concessions during all special events at such times as may be predetermined and acceptable to the Parks Manager;
- (b) provide food and concession items for sale to members of the general public in accordance with the Bill of Fare which is attached as Schedule "B" to this Agreement at such prices as may be agreed;
- (c) post and prominently display on the concessions a Bill of Fare and Schedule of Prices for the sale of concession items;
- (d) on a daily basis, clean up and remove litter from all that park area within a minimum area of 30 metres around the location at which the concessions are operated;
- (e) assist members of the public by providing information concerning the facilities located in Waskasoo Park and shall maintain an adequate first aid kit;
- (f) dispense soft drinks in paper cups only;
- (g) not sell gum or sunflower seeds unless specifically authorized by the Parks Manager;
- (h) pay any and all taxes and license fees charged in respect of the premises or by reason of the business being carried on, and comply with all the laws, by-laws and regulations which in any way affect the park areas and the concessions and shall indemnify and save harmless the City in respect thereof;

- (i) apply for, obtain and maintain in good standing all licenses and permits necessary to the conduct of the Concessionaire's business and in particular, without restricting the generality of the foregoing, shall obtain a Food Premises Permit from the Red Deer Regional Health Unit.

5. Specific hours of operation shall be at the discretion of the Concessionaire.

LIMITATION ON RIGHTS OF CONCESSIONAIRE

6. The Concessionaire may use the park areas only for the purposes stated in this agreement and shall be entitled to sell only those items as may be agreed and shall not sell goods other than from the concessions, provided, however, permission may be given from time to time by the City to the Concessionaire to use "hawkers" provided their activity does not infringe on the comfort and safety of persons using the park areas.

MAINTENANCE, REPAIR AND CLEANLINESS

7. The Concessionaire shall:

- (a) maintain conditions within his stall acceptable to the Red Deer Health Unit and the Parks Manager and ensure that the quality of goods offered for sale meets the requirements of the Red Deer Health Unit;
- (b) maintain his stall in good condition and reasonable repair and neat and tidy appearance, all to the reasonable satisfaction of the Parks Manager and shall not change the appearance of the stall without the prior written consent of the Parks Manager.

RIGHT TO INSPECT

8. The City may by its agents examine the stall and view its state of repair and cleanliness from time to time.

EMPLOYEES

9. The staff employed by the Concessionaire shall at all times be neat and tidy and must be acceptable in appearance and behavior to the Parks Manager. The Concessionaire is fully responsible for the discipline and control of staff while they are in the park areas.

PAYMENT TO CITY

10. The Concessionaire shall pay to the City a sum equal to Ten Per Cent (10 %) of the Concessionaire's gross sales of goods and services from his operations in the park areas, without exception, which sum shall be paid to the City Treasurer, together with a monthly statement of gross sales, before the 10th day of the month next following the month in which such sales are made.

11. The Concessionaire shall maintain complete written records of all of its sales in the park areas, which records shall be open for inspection by the City or its employees at all reasonable times, and shall as soon as possible after the end of each of his fiscal years, all or part of which fall during the term hereof, provide a financial statement prepared by an independent accountant of all its operations hereunder.

PERFORMANCE BOND

12. A cash contract Performance Bond in the amount of \$300.00 is provided herewith as security for the faithful performance of this Contract. The bond shall be held by the City for the duration of the agreement and may be applied by the City to amounts owing to it hereunder in the event of the default of the Concessionaire. In the event the Contract is completed by the Concessionaire, the bond shall be returned to the Concessionaire on the expiry of this agreement. The bond shall be renewed for the term of any renewal of the Contract, in like amount.

INSURANCE AND INDEMNITY

13. The Concessionaire shall, upon execution of this Agreement and delivery of the same to

the City, deposit with the City Treasurer a comprehensive public liability insurance policy satisfactory to the City in the amount of One Million Dollars (\$1,000,000.00), naming the City as additional named insured and shall thereafter maintain the same during the term of this Agreement and shall provide to the City timely evidence of its renewal. If the Concessionaire fails to do so, the City may renew the policy and all its costs of so doing shall be paid by the Concessionaire immediately upon demand.

14. The Concessionaire shall be responsible to insure its Concession Booth or stall and all equipment and supplies against fire and theft.

15. The Concessionaire will indemnify the City against all claims arising out of bodily injury or property damage caused by the negligence of the Concessionaire, whether in respect of the operation of the concession or the provision of supervisory services to the City.

CITY'S OBLIGATIONS

16. The City Shall make available for the Concessionaire detailed information on scheduling of all special events taking place in the park area and shall endeavour to keep the Concessionaire informed of any changes, additions or cancellations of programs, functions or activities.

DEFAULT

17. If the Concessionaire shall make an assignment for the benefit of creditors, or become bankrupt or insolvent, or breach any covenant or condition hereof, or fail to provide proper service to the persons using the park areas in accordance with the true intent hereof, then in any such event, the City may at any time thereafter upon the giving of 10 days prior written notice terminate this agreement and the sole and exclusive right and license hereunder granted to the Concessionaire, anything herein to the contrary notwithstanding.

18. In the event that the Concessionaire fails to account for and to pay the City in respect of gross sales as aforesaid in any month, then notwithstanding any other provisions of this Agreement, the City may at its option by notice in writing declare that the sum of \$200.00 is owing to it by the Concessionaire in respect of gross sales for that month, *whereupon* the Concessionaire shall forthwith be liable for and shall pay such amount to the City, in default of

which the City may commence and maintain an action therefore against the Concessionaire in any Court of competent jurisdiction unless the Concessionaire sooner accounts for and pays to the City the amount payable hereunder for such month as hereinbefore provided. Notwithstanding the foregoing, if it is later ascertained that the amount payable for such month exceeds the aforesaid sum of \$200.00 the Concessionaire shall be liable for and shall pay the amount of any such excess.

TERMINATION

19. Either party may terminate this Agreement at any time during the term hereof, with or without cause, by the giving of 30 days prior written notice thereof one to the other.

20. In the event that the Concessionaire fails or refuses to open its stall as required by this agreement, the City, in addition to any other remedy, may make such other arrangements for the service of the public as it deems necessary.

NO ASSIGNMENT

21. It is expressly understood and agreed that this Agreement may not be assigned or the use or possession of the premises given by the Concessionaire to any other person, firm or body corporate without the express written consent of the City, which consent may be arbitrarily withheld.

EXCEPTIONS

22. Notwithstanding anything hereinbefore contained, the City reserves the right to rent or permit the use of portions of the park areas to any person.

RENEWAL

23. On the expiry of this Agreement, and providing the Concessionaire has fulfilled and performed all of the conditions and requirements necessary to be fulfilled and performed by him hereunder, then this Agreement may be renewed for a further period of 2 years with two 1 year extensions upon such terms and conditions as may then be agreed.

TIME

24. Time shall be of the essence of this Agreement and this Agreement shall enure to the benefit of, be binding upon and enforceable by the parties hereto and their respective successors, administrators and where permitted assigns.

IN WITNESS WHEREOF the parties hereto by their proper officers have hereunto affixed their corporate seal the day and year above written.

THE CITY OF RED DEER

PER: _____
MAYOR

PER: _____
CITY CLERK

PER: _____
JOHN CRAWFORD

AFFIDAVIT OF EXECUTION

CANADA)
)
PROVINCE OF ALBERTA)
)
TO WIT)

I, _____, of the City of Red Deer, in the
Province of Alberta, MAKE OATH AND SAY THAT:

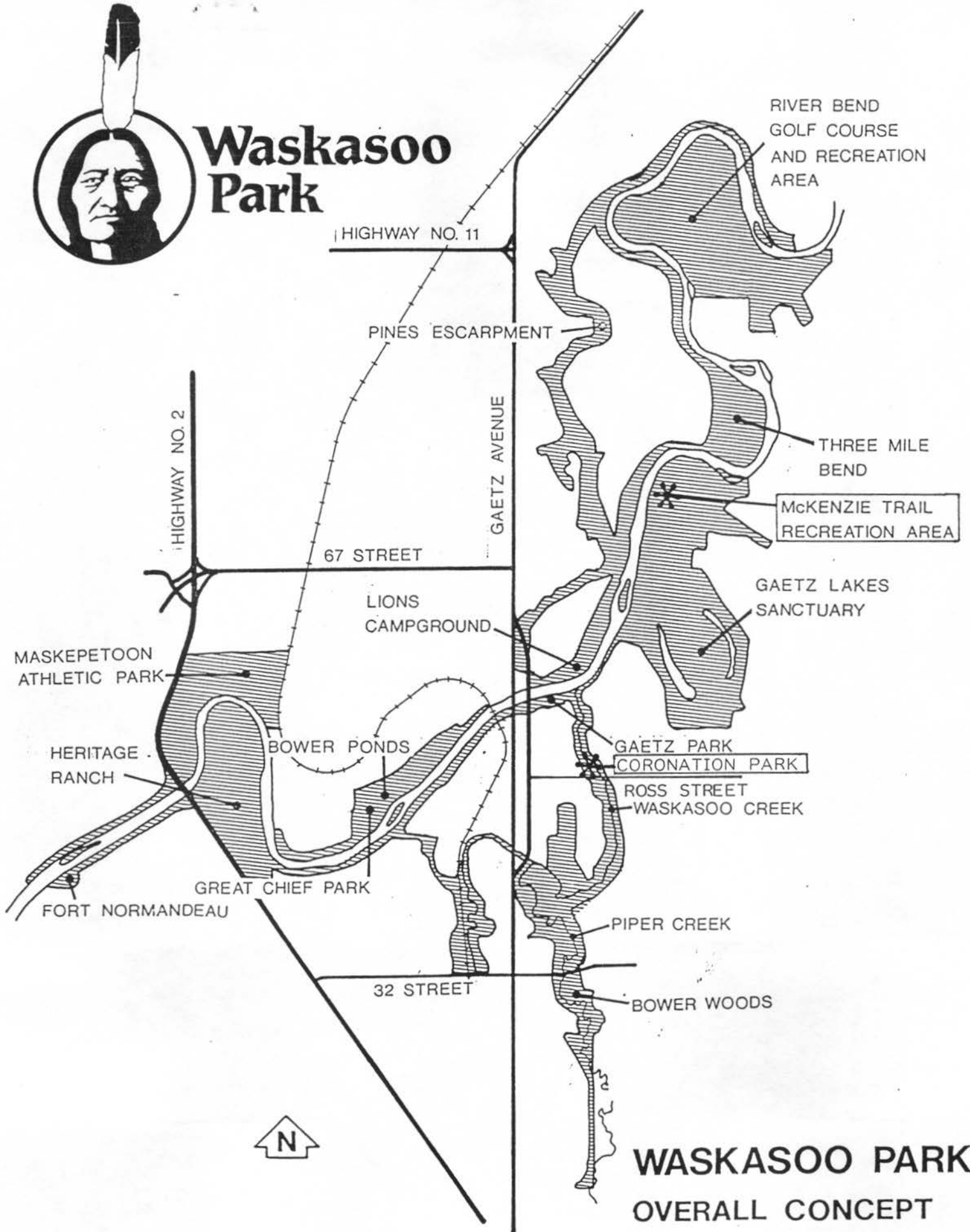
1. I was personally present and did see JOHN CRAWFORD, named in the within instrument, who is personally known to me to be the person named therein, duly sign and execute the same for the purposes named therein.
2. The same was executed at Red Deer, in the Province of Alberta and I am the subscribing witness thereto.
3. I know the said JOHN CRAWFORD and he is in my belief of the full age of 18 years.

SWORN BEFORE ME at the City of)
Red Deer in the Province of)
Alberta, this _____ day of)
April, A.D. 1991.)
)
)

A COMMISSIONER FOR OATHS in and
for the Province of Alberta



Waskasoo Park



WASKASOO PARK
OVERALL CONCEPT

SCHEDULE B

BILL OF FARE

EIGHT OZ. BAG OF POPCORN = \$1.25

CANDY FLOSS SERVING = \$1.25

TEN OZ. BEVERAGE = \$1.25

DATE: APRIL 3, 1991
TO: RECREATION, PARKS & CULTURE BOARD
FROM: ASSISTANT CITY CLERK
RE: PORTABLE FOOD CONCESSION - MR. J. CRAWFORD
(ROSCO'S POP & FLOSS), McKENZIE TRAIL & CORONATION PARK.

At the Council meeting of April 2, 1991, consideration was given to your report dated March 15, 1991 concerning the above-noted topic, and at which meeting the following motion was passed:

"RESOLVED that Council of The City of Red Deer hereby approves entering into a contract with Rosco's Pop & Floss for the operation of portable concession units at Coronation Park and McKenzie Trail Recreation Area, subject to the terms and conditions as outlined in the report of the Parks Manager and as presented to Council April 2, 1991."

The decision of Council in this instance is submitted for your information and appropriate action. I trust you will now proceed with having the Agreement relative to this issue duly executed by all parties.

Trusting you will find this satisfactory.



K. KLOSS
ASSISTANT CITY CLERK
KK/sp

c.c. Director of Community Services
Parks Manager
Recreation & Culture Manager

NO. 3

DATE: March 18, 1991

TO: City Clerk

FROM: E. L. & P. Manager

RE: Transalta Utilities/Public Utilities Board - Cost Increase

Included in the Public Utilities Board (PUB) Order E90056 of September 25, 1990 respecting the TransAlta Utilities (TAU) General Rate Application was the implementation of an 8.35% Residual Refund Rider. This was to be applied to consumption on and after October 1, 1990 and until such time as the specified TAU over-recovery respecting the test years of 1988 and 1989 had been refunded. TAU has confirmed that the refund will be completed by March 31, 1991 and the existing refund rider will be terminated on all consumption beyond that date.

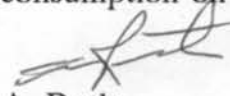
The existing E. L. & P. rates reflect the lower cost of purchasing power from TAU resulting from the Refund Rider. With the elimination of the refund, the cost of purchasing will increase and E. L. & P. rates will have to increase to reflect the added cost. The 1991 E. L. & P. Budget expenditure was based on the termination of the refund and E. L. & P. revenue was based on revenues produced by increased E. L. & P. rates to recover the added expenditure.

The termination of the TAU Refund Rider will require an increase in the E. L. & P. rates of 7% in order to recover the cost increase. The net cost increase to a typical City of Red Deer residential consumer who uses 750 KWH per month will be \$3.08 per month.

This rate increase is the last of the increases which were noted in my preliminary advise to Council which was considered by them at their December 10, 1990 meeting.

Recommendation

It is respectfully requested that Council approve, and grant the necessary 3 readings at the April 2, 1991 Council meeting, of a 7.0% increase to the E. L. & P. rates effective for all consumption on and after April 1, 1991.


A. Roth,
Manager

Commissioner's Comments

We regrettably concur with the recommendations that Council give the bylaw amendment 3 readings at this meeting.

AR/jjd
p.c. Director of Finance

"R.J. MCGHEE"
Mayor

SCHEDULE "C"

PART 7

ELECTRIC LIGHT AND POWER RATES

GENERAL

The KVA of Demand with respect to the monthly billing period will be the highest demand recorded for any 15 minute period in the 12 month period including and ending with such monthly billing period.

The KVA of Demand will be re-established on such shorter periods of time as designated by the Electric Light and Power Manager for the individual customer as warranted by that customer's changing load characteristics. In the event that the customer disagrees with the re-established KVA of Demand, the dispute shall be referred to the Council of the City whose decision shall be final and conclusive.

The Federal and Provincial Income Tax Rebate is applied to all billings at the current rate based on the dollar total of the rebates advanced by these Governments.

RESIDENTIAL CONSUMERS - RATE 61

Applied to one family dwelling unit having a separate meter:

0 to 25 KWH per month.....	\$7.65
Next 125 KWH per month.....	\$ 0.1020 per KWH
All over 150 KWH per month.....	\$ 0.0471 per KWH

Minimum charge \$7.65 per month

NON-RESIDENTIAL - RATE 63

Applies to commercial, business, industrial and most other non-residential type installations plus the "house lights" services (including common area lighting and utility rooms) of apartment buildings where the KVA of Demand is less than 50 KVA. If the KVA of Demand exceeds 50 KVA, Rate 64 will be applied immediately and will continue to be applied irrespective of future KVA of Demand.

Service to be taken at one of the following nominal voltages:

120/240 Volts, single phase, 3 wire;
120/208Y Volts, network, 3 wire;
120/208Y Volts, three phase, 4 wire;
347/600Y Volts, three phase, 4 wire;

0 to 25 KWH per month.....	\$8.78
Next 425 KWH per month.....	\$ 0.2002 per KWH
Next 1575 KWH per month.....	\$ 0.1112 per KWH
All Additional KWH per month.....	\$ 0.0546 per KWH

Minimum charge \$8.78 per month.

EFFECTIVE FOR CONSUMPTION ON AND AFTER APRIL 1, 1991

Bylaw No.
Page 2 of 2

SCHEDULE "C" (Continued)
NON-RESIDENTIAL RATE - 64

Applies to commercial and industrial installations where service is taken at the voltage listed for rate 63 but where the KVA of Demand is 50 KVA or greater.

Customers with a KVA of Demand of 50 KVA or more will be charged with a minimum of 7125 KWH per month.

First 20 hours x KVA of Demand.....\$ 0.1747 per KVAH
Next 20 hours x KVA of Demand.....\$ 0.1165 per KVAH
All Additional KWH per month.....\$ 0.0510 per KWH

Minimum charge will be the greater of:

50 KVA and 7125 KWH.....\$ 552.58 per month or
\$ 8.45 per KVA of Demand per month.

PRIMARY - RATE 76

Applies where customer has supplied all transformers, switchgear, etc. 4160 volt system capacity is available and service is taken at 4160 volts, balanced three phase, and the KVA of Demand is not less than 100 KVA.

Customer will be charged with a minimum of 7125 KWH per month

First 20 hours x KVA of Demand.....\$ 0.1747 per KVAH
Next 20 hours x KVA of Demand.....\$ 0.0874 per KVAH
All additional KWH per month.....\$ 0.0471 per KWH

Minimum charge will be the greater of:

100 KVA and 7125 KWH.....\$ 671.39 per month or
\$7.65 per KVA of Demand per month.

PRIMARY - RATE 77

Applies where 24,940 volts is available and customer has supplied all transformers, switchgear, etc., service is taken at 24,940 volts, balanced three phase and the KVA of Demand is not less than 300 KVA.

Customer will be charged with a minimum of 7125 KWH per month.

First 20 hours x KVA of Demand.....\$ 0.1747 per KVAH
Next 20 hours x KVA of Demand.....\$ 0.0856 per KVAH
All additional KWH per month.....\$ 0.0455 per KWH

Minimum charge will be the greater of:

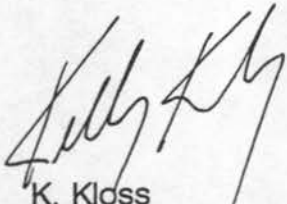
300 KVA and 7125 KWH.....\$ 1,144.50 or
\$7.65 per KVA of Demand per month.

DATE: April 3, 1991
TO: E.L. & P. Manager
FROM: Assistant City Clerk
RE: TRANSALTA UTILITIES/PUBLIC UTILITIES BOARD - COST
INCREASE/UTILITY BYLAW AMENDMENT 2960/E-91

At the Council meeting of April 2, 1991, consideration was given to your report dated March 18, 1991, concerning the above topic and at which meeting Council gave three readings to Utility Bylaw Amendment 2960/E-91.

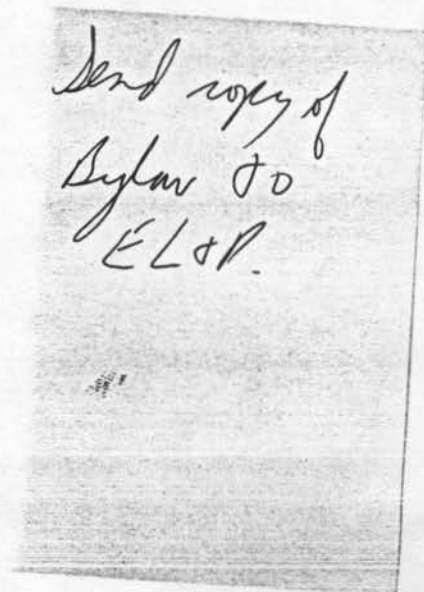
The decision of Council in this instance is submitted for your information and appropriate action. This office will now proceed with updating the consolidated copy of the Utility Bylaw and circulating said update in due course.

Trusting you will find this satisfactory.


K. Kloss
Assistant City Clerk

KK/ds

c.c. Dir. of Financial Services
Treasury Services Manager
Utility Billing Supervisor



**THE CITY OF RED DEER**

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

City Clerk's Department 342-8132

April 4, 1991

TransAlta Utilities Corporation
Bag No. 5010
Red Deer, Alberta
T4N 6A1

Attention: Gary Lundgren, Red Deer Division Manager

Dear Mr. Lundgren:

RE: RENEWAL OF POWER SUPPLY AGREEMENT

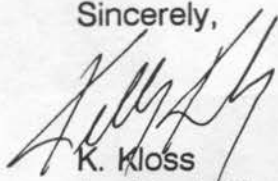
At the City of Red Deer Council Meeting held on Tuesday, April 2, 1991, second and third reading were given to Bylaw No. 3027/90, which provides for the renewal of the power supply agreement between the City of Red Deer and TransAlta Utilities Corporation.

I have enclosed herewith all four bound copies of the power supply agreement duly signed by the City of Red Deer and have inserted in the documents a certified true copy of Bylaw No. 3027/90 under municipal seal.

I trust that once the agreements have been executed by TransAlta's officials, one copy will be returned to this office in due course.

If you have any questions, or require additional information, please do not hesitate to contact Mr. Charlie Sevcik, City Clerk, or the undersigned.

Sincerely,


K. Kloss
Assistant City Clerk

KK/ds

Encl.

c.c. Dir. of Financial Services City Commissioner
E.L. & P. Manager J. Allan Bryan, Q.C.

*a delight
to discover!*

December 12, 1990

G. Roth advised March 11/91
he saw the ad in the paper. That the
hearing should be sometime this
month. He is awaiting to notify
appear on City's behalf.

Public Utilities Board
10th Floor, Energy Resources Building
640 - 5th Avenue S.W.
Calgary, Alberta
T2P 0M6

Dear Sirs:

RE: POWER SUPPLY AGREEMENT

The Council of The City of Red Deer hereby applies to the Public Utilities Board for approval of a Power Supply Agreement between The City of Red Deer and TransAlta Utilities Corporation, for a period not in excess of ten years from the effective date of the Power Supply Agreement.

Enclosed herewith is a certified copy of bylaw No. 3027/90 read the first time on the 10th day of December, 1990, and two copies of the "Notice" for completion by the Public Utilities Board which are to be sent to TransAlta for publishing in the local newspapers.

The Council hereby declares:

- a) that the privilege or franchise granted under the Power Supply Agreement is necessary and proper for the public convenience and properly conserves the public interests;
- b) that the scheme of TransAlta Utilities Corporation for the supply of electric power under the provisions of the Power Supply Agreement is reasonable and sufficient having regard to the general circumstances;
- c) that having regard to the availability of any other source of supply of electric power in the area in which The City of Red Deer is situated and to any other circumstances, the granting of the franchise or the privilege in the Power Supply Agreement is to the general benefit of the area directly or indirectly affected thereby;

Public Utilities Board

Page 2

December 12, 1990

- d) that the rights conferred by The City of Red Deer in the Power Supply Agreement are not exclusive as against Her Majesty the Queen in the Right of the Province of Alberta;
- e) that with respect to the supply of electric power to the municipality and its inhabitants, the electric power supplier has provided the construction, equipment, maintenance, service or operation as the public convenience and interests reasonably require; and
- f) that the electric power supplier has fully discussed all proposed changes to the Power Supply Agreement with the Council and the Council understands the reasons for these amendments and is in agreement with them.

The Council also consents to the Public Utilities Board proceeding to consider approval of the Power Supply Agreement without a hearing.

DATED this 11th day of December, A.D. 1990.

The City of Red Deer

Signed _____
Mayor

Signed _____
City Commissioner

CS/bd

Encl.

c.c. TransAlta Utilities Corporation
110 - 12 Avenue S.W.
Calgary, Alberta, T2P 2M1

Electric Light and Power Manager

City Clerk

J. Alan Bryan, Q.C.

December 12, 1990

Public Utilities Board
10th Floor, Energy Resources Building
640 - 5th Avenue S.W.
Calgary, Alberta
T2P 0M6

Dear Sirs:

RE: POWER SUPPLY AGREEMENT TRANSALTA UTILITIES CORPORATION

In accordance with the Public Utilities Board requirements with respect to electric power supply and special franchise agreements and renewals and alterations thereof, please be advised that Mr. Al Roth, Electric Light and Power Manager, will represent The City of Red Deer at the Board office hearing when the above Power Supply Agreement will be considered.

Sincerely,

H. MICHAEL C. DAY
City Commissioner

c.c. TransAlta Utilities Corporation
Electric Light and Power Manager
City Clerk
J. Allan Bryan, Q.C.

POWER SUPPLY AGREEMENT
DATED _____
BETWEEN

THE CITY OF RED DEER
AND
TRANSALTA UTILITIES CORPORATION

TRANSALTA UTILITIES CORPORATION
110 - 12 AVE. S.W.
BOX 1900
CALGARY, ALBERTA
T2P 2M1

BYLAW NO. _____
OF THE CITY OF RED DEER, ALBERTA

A Bylaw of the City of Red Deer to authorize the Mayor and City Clerk to execute, on behalf of the City, an agreement between the City and TransAlta Utilities Corporation for the purchase and supply of electrical energy.

Whereas pursuant to an agreement dated March 30, 1938, the City agreed to purchase and Calgary Power Company Limited agreed to supply the City's requirements of electric power and energy for a period of ten years, subject to the terms and conditions therein contained; and

Whereas the said agreement was:

- a) assigned by Calgary Power Company Limited to Calgary Power Ltd. by indenture dated the 31st day of May, 1947; and
- b) altered and renewed by an agreement between the City and Calgary Power Ltd. dated the 30th day of March, 1948; and
- c) altered and renewed by an agreement between the City and Calgary Power Ltd. dated the 1st day of September, 1950; and
- d) altered and renewed by an agreement between the City and Calgary Power Ltd. dated the 1st day of September, 1966; and
- e) altered and renewed for a further period of ten years by an agreement between the City and Calgary Power Ltd. dated the 21st day of May, 1980; and

Whereas the Council of the City and TransAlta Utilities Corporation (formerly Calgary Power Ltd.) have agreed to renew the said agreement for a further period of ten years pursuant to the Municipal Government Act, R.S.A. 1980, Chapter M-26, as amended.

Now therefore, the Council of the City of Red Deer enacts as follows:

1. THAT the Power Supply Agreement, a copy of which is annexed hereto as Schedule "A", be and the same is hereby ratified, confirmed and approved, and the Mayor and City Clerk of the City are hereby authorized to enter into the Power Supply Agreement for and on behalf of the City, and the City Clerk is hereby authorized to affix thereto the corporate seal of the City.
2. THAT the Power Supply Agreement, annexed hereto as Schedule "A", is hereby incorporated in, and made part of, this Bylaw.
3. THAT this by-law shall come into force upon the Agreement being approved by the Public Utilities Board for the Province of Alberta, and upon being given third reading and finally passed.

Read a First time in Council assembled this _____ day of _____, 19 ____,

Mayor

City Clerk

Read a Second time in Council assembled this _____ day of _____, 19 ____,

Read a Third time in Council assembled and

Passed this _____ day of _____, 19 ____,

Mayor

(seal)

City Clerk

This is Schedule A referred to in By-Law No. _____ of the City of Red Deer.

POWER SUPPLY AGREEMENT

CLAUSE INDEX

Recital

1. Definitions
2. Clause Headings
3. Term
4. Entire Agreement
5. Supply and Purchase of Power and Energy
6. Voltage and Frequency
7. Standard of Service
8. Points of Delivery
9. Delivery Equipment
10. Metering Equipment
11. Use of Power and Energy Supplied
12. Right-of-Way
13. City Generation
14. Rates for Power and Energy
15. Rendering and Payment of Accounts
16. Information
17. Indemnity and Liability
18. Force Majeure
19. Governmental Approvals and Regulation
20. Public Utilities Board Approval
21. Not Exclusive Against the Crown
22. Successors and Assigns

Execution

MEMORANDUM OF AGREEMENT made this _____ day of
_____ A.D. 1990.

BETWEEN:

THE CITY OF RED DEER, a Municipal Corporation under the laws of the Province of Alberta (hereinafter referred to as "the City"),

OF THE FIRST PART,

- and -

TRANSALTA UTILITIES CORPORATION, a company incorporated under the laws of Canada with head office at the City of Calgary in the Province of Alberta (hereinafter referred to as "TransAlta"),

OF THE SECOND PART.

WHEREAS the City has purchased, from TransAlta, its requirements of electric power and energy for its own use and for distribution to the residents of the City pursuant to an agreement dated March 30, 1938 renewed and altered from time to time and most recently renewed by an agreement dated May 21, 1980; and

WHEREAS TransAlta is prepared to continue to supply and the City wishes to continue to purchase such electric power and energy; and

WHEREAS the City and TransAlta are desirous of further renewing and altering the power supply agreement dated March 30, 1938 so that it shall henceforth provide and read as hereinafter set forth;

NOW THEREFORE THIS AGREEMENT WITNESSETH that the parties hereto mutually covenant, promise and agree with each other as follows:

1. DEFINITIONS

In this Agreement (including this clause), unless the context otherwise requires, the expressions following shall respectively have the following meanings, namely:-

- (a) "City's service area"; means initially, the area outlined in the plan annexed hereto as Schedule "B" and thereafter as ordered from time to time by the Energy Resources Conservation Board (Alberta);
- (b) "diminution" means a temporary drop in supply voltage;
- (c) "energy" means electric energy as measured in kW.h;
- (d) "interruption" means the time during which the supply voltage falls to zero and is restored by automatic devices;
- (e) "month" means calendar month;
- (f) "outage" means the time during which the supply voltage falls to zero and is only restored by some manual action;
- (g) "points of delivery" means the points at which the power and energy passes from the circuits of TransAlta to the circuits of the City, as provided for in Clause 8, hereunder;
- (h) "power" means electric power as measured in kW or kV.A;
- (i) "resident" includes any individual, group of individuals, firm or body corporate, including the City, with premises within the boundaries of the City's service area;
- (j) "small power production facility" means an eligible small power production facility which has received a final allocation pursuant to the Small Power Research and Development Act, S.A. 1988;
- (k) "voltage" in a three-phase system means the electrical potential between any two of the three supply conductors .

2. CLAUSE HEADINGS

The paragraph or clause headings are inserted in this Agreement for convenience of reference only and shall not be referred to for the purposes of, nor shall they affect, the construction or interpretation of this Agreement, or any of its terms.

3. TERM

This Agreement shall be effective as and from the date hereof and shall continue in full force and effect for a period of 10 years.

4. ENTIRE AGREEMENT

The written Agreement constitutes the whole of the contract between the parties hereto and supersedes the provisions of any prior agreement, relating to the subject matter hereof, between the parties.

5. SUPPLY AND PURCHASE OF POWER AND ENERGY

- (a) Subject to Paragraph (b) hereof, and to the terms and conditions herein contained, TransAlta shall supply and sell to the City the power and energy required by the residents and the City shall take delivery of and purchase from TransAlta and distribute and sell such power and energy to the residents.

It is understood and agreed that the maintenance by TransAlta at the points of delivery of the conditions of voltage and frequency hereinafter provided for shall constitute compliance with its obligations to supply and deliver power and energy hereunder.

- (b) Subject to all existing provincial statutes and regulations, the interconnection of small power production facilities shall be permitted. The City shall notify TransAlta of all such installations prior to their interconnection.

6. VOLTAGE AND FREQUENCY

TransAlta shall supply, and the City shall take delivery of, the power and energy for the City at

- (a) the nominal voltage as set out in Clause 7 hereof, in the form of three-phase current or such other voltages as may from time to time be mutually agreed by the parties hereto, and
- (b) a nominal frequency of 60 hertz at the points of delivery.

7. STANDARD OF SERVICE

- (a) TransAlta shall
 - (i) construct, maintain and operate its electrical supply system to render service in accordance with the practices of modern electric utility systems operating under similar circumstances;
 - (ii) maintain nominal frequency with a variation of not more than 1% under normal operating conditions;
 - (iii) under normal operating conditions, maintain a voltage of not more than 5% above or below a nominal voltage of 138 kV at all points of delivery to the City. During abnormal system conditions (ie. elements out of service), variations in voltage may exceed this range for short periods of time;
 - (iv) take all reasonable precautions to guard against diminutions, interruptions or outages; and
 - (v) cause such diminutions, interruptions or outages to be terminated with all reasonable dispatch.
- (b) Notwithstanding anything herein to the contrary, the following shall constitute permissible diminutions, interruptions and outages and in the event of same it is understood and agreed that TransAlta shall not be in breach of any of its obligations hereunder:
 - (i) diminutions, interruptions and outages, the cause of which is, in whole or in part, beyond the control of TransAlta; or
 - (ii) diminutions, interruptions and outages resulting from the inspection, maintenance or construction of any of TransAlta's supply facilities, in the event of which, TransAlta shall, where it is reasonably feasible in the circumstance to do so, give notice thereof to the City.

8. POINTS OF DELIVERY

The points of delivery of power and energy supplied under the terms of this Agreement as shown on Schedules "C" and "D", attached, are:

- (a) Substation (194S)
 - (i) the line side of the City's airbreak disconnect switch 194S-15-81-1, and
 - (ii) the line side of the City's airbreak disconnect switch 194S-15-81-2.
- (b) Substation (217S)
 - (i) the line side of the City's airbreak disconnect switch 14-81-1, and
 - (ii) the line side of the City's airbreak disconnect switch 14-81-2

TransAlta's obligations for the supply of power and energy under this Agreement and liability with respect thereto shall cease at the points of delivery.

9. DELIVERY EQUIPMENT

TransAlta shall, at its cost and expense, install, own, maintain and operate the transmission lines, switches and appurtenant equipment for the delivery of power and energy to the points of delivery established in Clause 8 hereof. The City shall, at its cost and expense, install, own, maintain and operate all substations, transmission lines, circuits, transformers and appurtenant equipment for the distribution of power and energy beyond the points of delivery.

10. METERING EQUIPMENT

- (a) The power and energy supplied to the City hereunder shall be metered by fifteen minute interval demand metering equipment, or such other metering approved by the Public Utilities Board of Alberta, supplied, owned and maintained by TransAlta and installed at the points of delivery or at such other points with such other conditions as may be mutually agreed upon. Any meter may be inspected by TransAlta or by the City at any time. At any time TransAlta may arrange, or within 10 days of a request given at any time by the City, TransAlta shall arrange to have the metering equipment tested and/or calibrated by the proper official designated by the Department of Consumer and Corporate Affairs of Canada.

- (b) In the event that such test requested by the City reveals that the said metering equipment is true and accurate within the limits prescribed from time to time by the said Department, the expense of such test shall be borne and paid for by the City.
- (c) In the event that the meter in question is found not accurate within the limits prescribed by the Department, the expense of such test shall be borne by TransAlta and the bills for power supplied shall be corrected in accordance with the rebates or adjustments prescribed by the said Department and such correction shall be accepted by both parties as settlement in full of all claims to that date on account of inaccuracy of the meter.

11. USE OF POWER AND ENERGY SUPPLIED

- (a) The City shall install, own, maintain and operate all of the apparatus and equipment on the City's side of the points of delivery with the exception of specific items required by TransAlta, such as metering equipment.
- (b) The City shall design, install, maintain and operate its apparatus and equipment in such a manner so as to avoid disturbance to the voltage or frequency, or distortion of the waveforms of the voltage and/or current supplied by TransAlta and the City shall take whatever action is required to correct such disturbance or distortion.

12. RIGHT-OF-WAY

Within the City's service area, the City, shall provide, without expense to TransAlta, right-of-way or easement for TransAlta's transmission lines and substation equipment upon all property owned by, or under control of, the City along reasonably direct and satisfactory routes approved by the City, to enable TransAlta to erect, maintain and operate its facilities to supply the City's load. Where practicable the City may, without charge, make use of TransAlta's poles or rights-of-way for the purpose of carrying its overhead or underground electrical distribution lines so long as the use of the said facilities by TransAlta is not interfered with, and provided that TransAlta will be under no obligation at any time to maintain such facilities for the City's sole use.

13. CITY GENERATION

The City may elect, upon two year's written notice to TransAlta, to generate a portion of the City's power and energy requirement not to exceed 15 MW during the term of this Agreement, provided that TransAlta shall continue to supply and the City shall continue to purchase the balance of the City's power and energy requirement.

14. RATES FOR POWER AND ENERGY

The rate paid by the City for the electric service made available hereunder shall be according to the Rate Schedule fixed and determined by the Public Utilities Board of Alberta.

15. RENDERING AND PAYMENT OF ACCOUNTS

TransAlta shall, during the first 10 days of each month render an account to the City for the amounts payable hereunder with respect to the service rendered and power and energy supplied during the preceding month. Such account shall be due and payable when rendered, and a charge in accordance with the Terms and Conditions of Electric Service shall be payable on all accounts remaining unpaid 30 days after rendering.

16. INFORMATION

Each party shall place at the disposal of the other, log sheets, meter records, and any other available information referring to the amount of power and energy required, frequency, voltage and other items pertinent to this Agreement. Each shall furnish the other with any desired information relative to prospective changes in the demand for, or the supply of power and energy. The duly authorized representatives of either party shall have the right from time to time to inspect the system and equipment of the other party, and each party will co-operate with the other to secure the most beneficial use by such other party of its system and equipment.

17. INDEMNITY AND LIABILITY

- (a) Each party (the "indemnifying party") agrees to indemnify and save harmless the other party, its agents and employees from and against any and all damage, injury, loss, costs and claims suffered or incurred by the other party, its agents or employees which are in any way connected with the performance or non-performance of this Agreement and which are caused by the

negligence or act of the indemnifying party, its agents or employees acting within the scope of their authority or employment; provided however, that such indemnity shall be limited to an amount in proportion to the degree to which the indemnifying party, its agents and employees are at fault. "Willful act" as used herein shall mean any act or omission which is an intentional tort or a breach of any of the obligations under this Agreement.

- (b) Except to the extent to which either party is required to indemnify and save harmless the other party, its agents and employees under Clause 17 (a) hereof, neither party nor its agents nor employees shall be liable to the other party for any damage, injury, loss, costs or claims suffered or incurred by the other party, its agents or employees which are in any way connected with the performance or non-performance of this Agreement, howsoever and whensoever caused, and whether arising in contract or tort; and each party hereby forever releases the other party, its agents and employees from any liability in respect thereof.
- (c) Notwithstanding anything to the contrary contained herein, neither party nor its agents nor employees shall be liable to the other party for any damage, injury or loss of an indirect or consequential nature suffered by the other party, its agents or employees which is in any way connected with the performance or non-performance of this Agreement, howsoever and whensoever caused, and whether arising in contract or tort; and without limiting the generality of the foregoing, damage, injury or loss of an indirect or consequential nature shall include loss of revenue, loss of profit, cost of capital and loss of use of any facilities or property owned, operated or used by the other party.

18. FORCE MAJEURE

If, at any time during the continuance of this Agreement, the operation of either of the parties are suspended, curtailed or interfered with owing to an Act of God, war, rebellion, sabotage, fire or other causes beyond the reasonable control of either party, such as strikes, differences with workmen or like

causes (excepting and excluding however lack of finances), the party whose operations are suspended, curtailed or interfered with shall not be liable to the other under this Agreement until the cause or causes thereof have been removed, provided that;

- (a) the party seeking to invoke the benefit of this clause promptly notifies the other party in writing of the occurrences of the cause or causes; and
- (b) each of the parties shall take all reasonable precautions and adopt all reasonable measures to prevent or remove the cause of such suspension, curtailment or interference.

Nothing herein contained, however, shall relieve the City from its liability to pay for power and energy consumed during any such suspension, curtailment or interference.

19. GOVERNMENTAL APPROVALS AND REGULATION

Notwithstanding anything to the contrary herein expressed or implied, this Agreement shall be subject to TransAlta obtaining all governmental orders, permits, approvals and consents required by law with respect to the supply of electric service. It is understood and agreed that TransAlta's rates and charges hereunder are subject to regulation by the Public Utilities Board of Alberta.

20. PUBLIC UTILITIES BOARD APPROVAL

This Agreement shall be inoperative unless and until it is approved by the Public Utilities Board (Alberta) and upon such approval, this Agreement shall be in full force and effect as and from the date hereof.

21. NOT EXCLUSIVE AGAINST THE CROWN

Notwithstanding anything to the contrary herein contained, it is mutually understood and agreed that the rights, powers and privileges conferred and granted by this Agreement shall not be deemed to be exclusive against Her Majesty in the right of the Province.

22. SUCCESSORS AND ASSIGNS

This Agreement and everything herein contained shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their corporate seals under the hands of their proper officers as of the day and year first above written.

THE CITY OF RED DEER

Per _____

(Seal)

Per _____

TRANSALTA UTILITIES CORPORATION

Per _____

(Seal)

Per _____

M28\055

Schedule "B"

Annexed hereto and forming part of the Power Supply Agreement dated _____

between

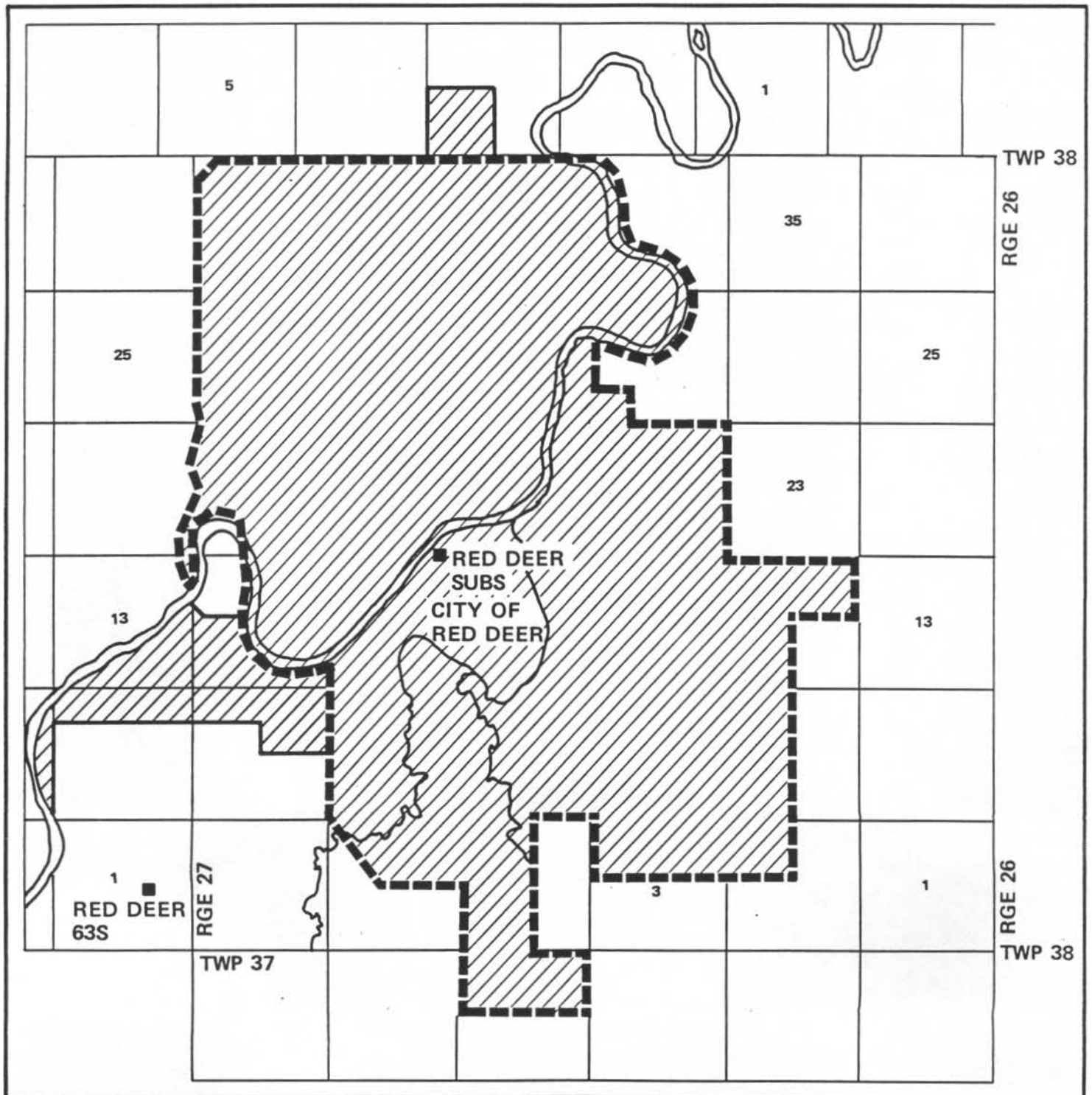
the City of Red Deer and TransAlta Utilities Corporation



Red Deer City Service Area



Red Deer City Limits



Annexed hereto and forming part of the Power Supply Agreement dated _____

between

the City of Red Deer and TransAlta Utilities Corporation

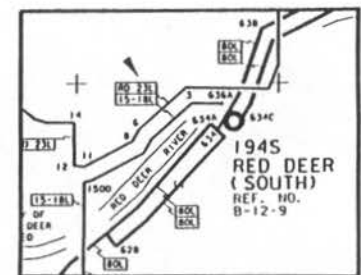
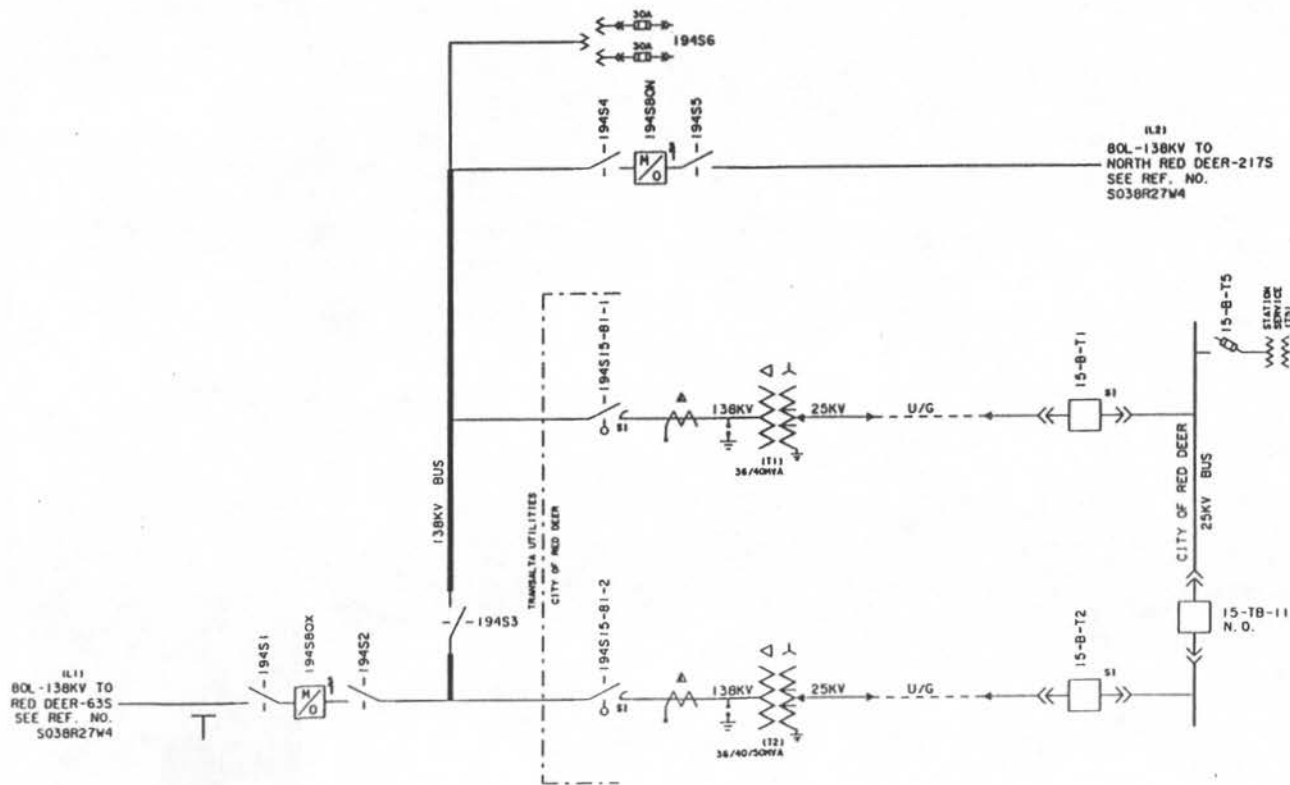
TELEPHONE NUMBERS

DISTRICT OFFICE	347-6651
SUBSTATION	347-2466
CITY OF RED DEER	
OFFICE	342-8274
SUBSTATION	346-8044
SCC. SOUTH TRANSMISSION	
TAU	5060
AGT	265-7435
RED DEER FIREHALL	346-5511
(EMERGENCY)	

NOTES

CAUTION:
THE FAULT LEVEL AT THIS STATION EXCEEDS
THE CAPACITY OF #2 AWG PROTECTIVE
GROUND ASSEMBLIES.

▲ TAU OWNS METERING CTS.



BB-11-01 ◀ LAST REVISION

TRANSALTA UTILITIES
SUBSTATION SINGLE LINE DIAGRAM
RED DEER SOUTH

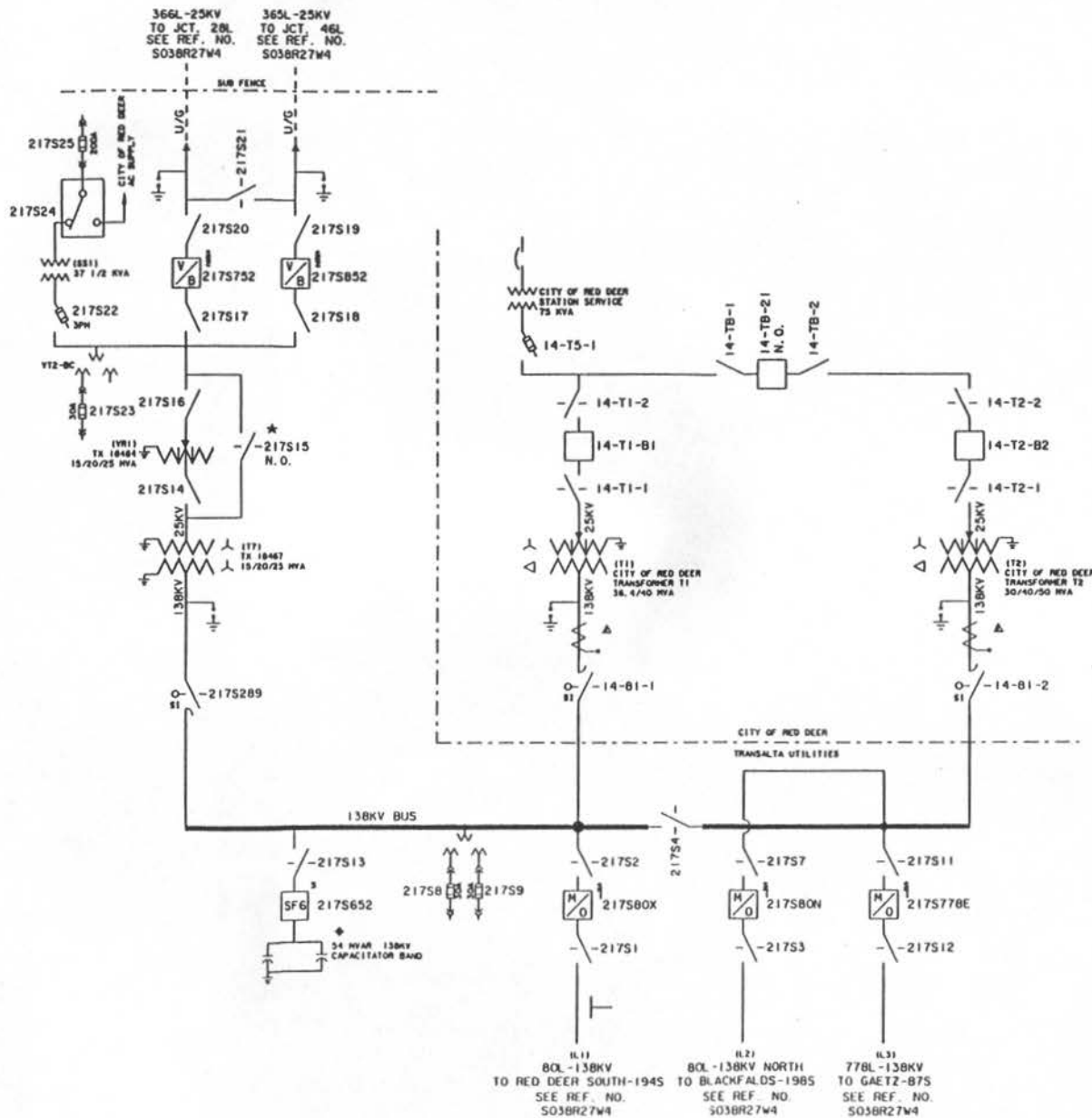
DIS	DIV	LSO	SEC	IMP	HGE	W OF	REFERENCE NUMBER
12	7		17	38	27	4	B-12-9

194S

Annexed hereto and forming part of the Power Supply Agreement dated _____

between

the City of Red Deer and TransAlta Utilities Corporation



TELEPHONE NUMBERS

DISTRICT OFFICE	347-6651
RED DEER OFFICE	347-6481
SUBSTATION	
TransAlta Utilities	347-6016
City of Red Deer	342-2337
CITY OF RED DEER	342-8274
SCC. SOUTH TRANSMISSION	
TAU	5060
AGT	265-7435

NOTES

CAUTION:
THE FAULT LEVEL AT THIS STATION EXCEEDS THE CAPACITY OF #2 AMG PROTECTIVE GROUND ASSEMBLIES.

♦ DO NOT ISSUE CLEARANCE ON CAPACITOR BANK UNTIL IT HAS BEEN DE-ENERGIZED FOR 10 MINUTES

▲ TRANSALTA UTILITIES OWNS REVENUE METERING CTS

★ DO NOT OPERATE 217S15 UNLESS REGULATOR TX 18484 IS IN NEUTRAL POSITION AND ON MANUAL CONTROL.



SLD BLOWUP FOR REFERENCE ONLY
NOT TO BE USED FOR SWITCHING

BB-11-16 ◀ LAST REVISION

TRANSALTA UTILITIES
SUBSTATION SINGLE LINE DIAGRAM
RED DEER NORTH

DIS	DIV	LSO	SEC	TWP	RGE	W OF	REFERENCE NUMBER	
12	7	14	33	38	27	4	B-12-8	217S

Bryan and Wilson

BARRISTERS AND SOLICITORS

GEORGE J. BRYAN Q.C. 1900 — 1975

WILLIAM E. WILSON, Q.C.*
DONALD J. BOYER, Q.C.*
DANIEL W. HAGG*
ROBERT M. KELCHER
ROBERT J. MACKAY*
J. PATRICK BOND*
MICHAEL R. KINASH
TIMOTHY C. HAGG
BARRY M. HECK
JAMES A. ANDREKSON
ERIN D. OOR

DONALD OSTRY*
LAWRENCE W. OLESEN, Q.C.*
BARRY D. YOUNG*
ROSS G. MCLEOD*
KENNETH B. BLASIUS*
GRAEME S. MARR
JOSEPH J. KUEBER
DOUGLAS O. GOSS
NANCY E. CUMMING
CHRISTOPHER D. FIX

J. ALAN BRYAN, Q.C.*
JACK G. EASTON, Q.C.*
MICHAEL W. CROZIER*
BOGUMIL F. ROMANKO*
ERIC D. YOUNG*
KENNETH B. HALLSCHAK*
DOUGLAS N. TKACHUK
C. RANDALL MCCREARY
BRIAN E. WALLACE
MALCOLM W. JONES

COUNSEL: R. JOHN BUTLER, Q.C.

2600 MANULIFE PLACE
10190 — 101 STREET
EDMONTON, ALBERTA T5J 3Y2

TELEPHONE (403) 423-5730
TELECOPIER (403) 428-6324
TELEX 037-41740
CABLE: BRANCO

SOUTH EDMONTON OFFICE
BLUE GULL CENTRE
292 SADDLEBACK ROAD

OUR FILE: 1427-43 JAB

YOUR FILE:

April 23, 1990

Mr. Al Roth
Electric, Light & Power Manager
City of Red Deer
4914 - 48 Avenue
Red Deer, Alberta
T4N 3T4

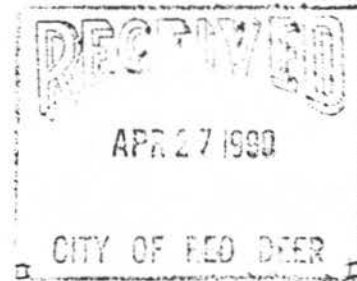
Dear Sir:

RE: TRANSALTA UTILITIES CORPORATION
RENEWAL OF POWER SUPPLY AGREEMENT

Confirming our recent discussions, I have now had the opportunity of reviewing the Power Supply Agreement proposed by TransAlta for a ten year term commencing with the expiry of the existing Agreement on May 21, 1990. Specific consideration has been given to the totally exclusive nature of this Agreement as opposed to the previous Agreement which allowed the City to generate at least a portion of its total load.

As mentioned, the draft Agreement eliminates any opportunity on the part of the City to co-generate, for whatever purpose. In these terms, co-generation could be for the purpose of peak shaving (to eliminate excess demand charges) or for other purposes for which the primary benefit might be other than savings in power costs (eg. as a by-product to some form of waste disposal).

Given the City's previous concern with regard to maintaining, to quote "maintaining its options", with regard to co-generation and the many possibilities which may exist in this regard, I cannot recommend signing the Agreement in its present form. If this issue is still of concern to the City, it would be appropriate to discuss amending the Agreement to ensure that these options are maintained.



City of Red Deer
April 23, 1990
Page 2

I would also suggest that the matter be left in abeyance pending the decision of the Energy Resources Conservation Board relative to the application by the City of Medicine Hat for an extension to its existing generating facilities. Although the capacity represented by this extension is not required for the purposes of the AIS, it is distinctly possible that the Board will approve the application based on other considerations including those which are socio-economic or environmental in nature.

Yours truly,

BRYAN AND WILSON

Per: 

J. Alan Bryan, Q.C.

JAB/cpa1224

Bryan and Wilson

BYLAW NO. 2665/80

OF THE CITY OF RED DEER

A Bylaw to authorize the Mayor and City Clerk of the City of Red Deer to sign and execute on behalf of the City an Agreement between the City and Calgary Power Ltd. for the purchase and supply of electrical energy.

WHEREAS pursuant to an agreement dated March 30, 1938 the City agreed to purchase and Calgary Power Company Limited agreed to supply the City's entire requirements of electric power and energy for a period of ten years, subject to the terms and conditions therein contained; and

WHEREAS the said agreement was assigned by Calgary Power Company Limited to Calgary Power Ltd. by an instrument dated May 31, 1947; and

WHEREAS the said agreement was further altered and renewed by agreements between the City and Calgary Power Ltd. dated March 30, 1948, September 1, 1950 and September 1, 1966.

WHEREAS the City and the said Calgary Power Ltd., have agreed to alter and renew the said agreement in the form annexed hereto for a further period of 10 years pursuant to The Municipal Government Act;

NOW, THEREFORE, the Council of the City of Red Deer in the Province of Alberta enacts as follows:

1. THAT the Agreement, a copy of which is set forth in the Schedule "A" hereto annexed, be and the same is hereby approved, and the Mayor and City Clerk of the City are hereby authorized to sign and execute the said Agreement for, and on behalf of, the City, and the City Clerk is hereby authorized to affix thereto the corporate seal of the City; and

2. THAT the said Agreement as set forth in Schedule "A" is hereby embodied in and made part of this Bylaw.

READ A FIRST TIME IN OPEN COUNCIL this 18th day of February 1980.

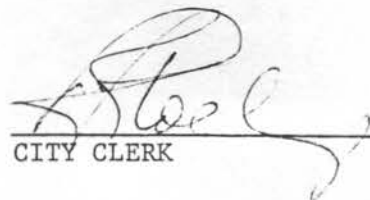
READ A SECOND TIME IN OPEN COUNCIL this 12 day of May 1980.

READ A THIRD TIME IN OPEN COUNCIL AND FINALLY PASSED this 12 day of May 1980.

MAYOR



CITY CLERK



BYLAW NO. _____
OF THE CITY OF RED DEER, ALBERTA

A Bylaw of the City of Red Deer to authorize the Mayor and City Clerk to execute, on behalf of the City, an agreement between the City and TransAlta Utilities Corporation for the purchase and supply of electrical energy.

Whereas pursuant to an agreement dated March 30, 1938, the City agreed to purchase and Calgary Power Company Limited agreed to supply the City's requirements of electric power and energy for a period of ten years, subject to the terms and conditions therein contained; and

Whereas the said agreement was:

- a) assigned by Calgary Power Company Limited to Calgary Power Ltd. by indenture dated the 31st day of May, 1947; and
- b) altered and renewed by an agreement between the City and Calgary Power Ltd. dated the 30th day of March, 1948; and
- c) altered and renewed by an agreement between the City and Calgary Power Ltd. dated the 1st day of September, 1950; and
- d) altered and renewed by an agreement between the City and Calgary Power Ltd. dated the 1st day of September, 1966; and
- e) altered and renewed for a further period of ten years by an agreement between the City and Calgary Power Ltd. dated the 21st day of May, 1980; and

Whereas the Council of the City and TransAlta Utilities Corporation (formerly Calgary Power Ltd.) have agreed to renew the said agreement for a further period of ten years pursuant to the Municipal Government Act, R.S.A. 1980, Chapter M-26, as amended.

Now therefore, the Council of the City of Red Deer enacts as follows:

1. THAT the Power Supply Agreement, a copy of which is annexed hereto as Schedule "A", be and the same is hereby ratified, confirmed and approved, and the Mayor and City Clerk of the City are hereby authorized to enter into the Power Supply Agreement for and on behalf of the City, and the City Clerk is hereby authorized to affix thereto the corporate seal of the City.

2. THAT the Power Supply Agreement, annexed hereto as Schedule "A", is hereby incorporated in, and made part of, this Bylaw.

3. THAT this by-law shall come into force upon the Agreement being approved by the Public Utilities Board for the Province of Alberta, and upon being given third reading and finally passed.

Read a First time in Council assembled this _____ day of _____, 19 ____,

Mayor

City Clerk

Read a Second time in Council assembled this _____ day of _____, 19 ____,

Read a Third time in Council assembled and

Passed this _____ day of _____, 19 ____,

Mayor

(seal)

City Clerk

NO. 4

DATE: March 20, 1991
TO: City Clerk
FROM: Engineering Department Manager
RE: **PROPOSED RATE CHANGE - UTILITY BY-LAW NO. 2960/88**

Council approval is respectfully requested for an increase in rates in Schedule A, Part 5 of the above noted By-law. The proposed increases are shown adjacent to the existing rates on pages 1-3, and page 11 of the attached By-law. The attached report from the Public Works Manager indicates that the proposed rate increases are based on actual costs and are necessary to recover costs in 1991.

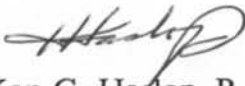
On page 2, "Extra Charges For", the following additions have been made:

1. 21 in. (525 mm) - \$920
2. Item 4, "Disconnection of Service (water kill) - \$830" should now be "Disconnection of Service (water kill) - up to 50 mm in size - \$1,020
- over 50 mm in size - \$2,500"

The increases under item 6, "Other Charges" for "Cutting and Replacing Pavement", are increased 3% and rates for "Replacing and/or Tunnelling Sidewalks" and "Replacing Curb Only" increase 7%, were previously approved by Council in the 1991 Public Works Budget.

On page 11 under "Service Call", item 26 should be increased to \$28 for services calls to recover 1991 costs.

In addition, an error in Schedule B, Part 6, "Wastewater Rates", should be corrected to read "100 cu ft (2.832 cu m)".


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

NPA/emg
Att.

c.c. Public Works Manager
c.c. Development Coordinator

DATE: March 12, 1991 *MAR 13 1991*
TO: Engineering Office Administrator
FROM: Public Works Manager
RE: CONNECTION CHARGES

Pete

Attached are the basic service charges recommended for 1991, as reviewed with the City Commissioners during budget deliberation. As we discussed, sidewalk repair costs are increasing 7%.

These rates are based on our 1990 actual costs. The major contributors to the cost increases are:-

Water & sewer fittings +10%,
Sand, gravel & rock +10.4%,
Labour +3%,
Equipment +8% per year.

In addition, we did not fully recover our costs in 1990.

Further to the rate adjustments, we are recommending a new rate for water kills over 50mm. To kill a 50mm or less requires exposing the water main and shutting off the main stop. To kill a service larger than 50mm requires shutting down the main, cutting the tee out, and installing a short length of pipe with sleeves.

See attached amended application sheet.



Gordon Stewart, P. Eng.
Public Works Manager

WEH/sh

Attach.

After Hours Calls

24. Notwithstanding anything herein provided, if a meter is required to be installed or connected, or should a utility service be required to be disconnected or reconnected, or should a service call requested, be required after 4:30 p.m. or before 8:00 a.m. (7:30 a.m. if related to the electrical utility), Monday through Friday, or on a Saturday, Sunday, or statutory or civic holiday, a fee of \$92.00 shall be paid by the consumer.

Disconnection/Reconnection

25(1). A consumer shall pay a disconnection service charge of \$21.00, which may be added to his account for any service call which is made for the purpose of discontinuing a utility service, pursuant to:

- (a) Section 12 of this by-law; or,
- (b) at the owner's request, for whatever reason, to have services discontinued.

(2). Where a service call is made for the purpose of restoring services, a reconnection service charge of \$ 21.00 may be assessed, as follows:

- (a) to the consumer's account where utility services were previously discontinued pursuant to Section 12; or
- (b) to the owner's account where utility services were previously discontinued at the owner's request.

Service Call

26. When a consumer requests that a City employee attend at his premises with respect to any matter relating to the supply of utility services or the servicing of the same, and for any reason whatsoever the City employee is unable to enter the said premises, or if the call is for failure of service not attributable to the City Utility service, the consumer shall pay a fee of ~~\$26.60.~~

2960/B-89

28.00

SCHEDULE "A"

PART 5

WATER RATES

Every consumer shall pay for water supplied to him the aggregate of amount determined as follows:

1. A consumption charge of \$0.85 for each 100 cubic feet of water supplied.
2. A fixed monthly charge shall be determined by the size of the meter supplied to each consumer as follows:

<u>METER SIZE</u>	<u>FIXED MONTHLY CHARGE</u>
5/8" (16 mm)	\$ 7.92
3/4" (19 mm)	12.68
1" (25 mm)	23.09
1-1/2" (38 mm)	53.88
2" (50 mm)	130.07
3" (75 mm)	219.61
4" (100 mm)	464.91
6" (150 mm)	871.19
8" (200 mm)	1,539.52

MISCELLANEOUS RATES

1. New service connection

	<u>FROM MAIN</u>	<u>FROM MAIN</u>
	<u>IN STREET</u>	<u>IN LANE</u>
(a) Basic charge for 1" (25 mm) water and 6" (150 mm) sanitary	3,675.00 \$ 2,845.00	\$ 2,230.00 3,075.00
(b) Basic charge for 1" (25 mm) water	3,190.00 2,730.00	2,035.00 2,590.00
(c) Basic charge for 6" (150 mm) sanitary sewer	3,190.00 2,730.00	2,035.00 2,590.00
(d) Basic charge for 4" (100 mm) storm sewer	3,190.00 2,730.00	2,035.00 2,590.00
(e) Basic charge for 1" (25 mm) water main, 150 mm sanitary and 6" (100 mm) storm sewer	3,815.00 3,785.00	3,010.00 3,215.00
(f) Dual service upon approval	4,320.00 4,260.00	3,345.00 3,620.00

SCHEDULE "A" Continued

Extra charge for

Larger water main:

1-1/2" (38 mm)	\$	220.00
2" (50 mm)		750.00
4" (100 mm)		2,035.00
6" (150 mm)		3,000.00
8" (200 mm)		3,640.00

Larger sanitary or storm sewer:

8" (200 mm)	\$	110.00
10" (250 mm)		160.00
12" (300 mm)		220.00
15" (375 mm)		320.00 360
18" (450 mm)		590.00
(a) 21" (525 mm)		920.00

2. Additional fee for winter construction of service (November 15-May 15) \$ 645.00
3. Temporary water supply for construction purposes (includes one water turn on)

Up to and including 1-1/2" (38 mm) service	\$	31.00 32.00
Over 1-1/2" (38 mm) service	\$	62.00 65.00
4. Disconnection of service ^{up to 50 mm in size} (water kill) - ~~5~~

	\$	830.00 1,020.00
^{over 50 mm in size}	\$	2,500.00
5. Turn water off or on for repairs or line testing

(a) during regular working hours	\$	26.60 28.00
(b) after regular working hours	\$	80.50 85.00
6. Other Charges

Construction of manhole	\$	2,230.00
Cutting and replacing pavement -		
(a) Single or double service 3" (75 mm) and under	\$	1,855.00 1,911.00
(b) Single or double service Over 3" (75 mm)		2,370.00 2,441.00
(c) Triple Service 3" (75 mm) and under		2,475.00 2,549.00
(d) Triple Service Over 3" (75 mm)		2,990.00 3,080.00
(e) For service kill 3" (75 mm) and under		335.00 345.00
(f) For service kill Over 3" (75 mm)		490.00 505.00
Replacing and/or tunnelling sidewalks -		
(a) Single or double service residential	\$	975.00 1,043.00
(b) Single or double service commercial		2,185.00 2,338.00
(c) Triple service residential		1,300.00 1,391.00
(d) Triple service commercial		2,510.00 2,686.00

SCHEDULE "A" Continued

Replacing curb only -		
(a) Single or double service	\$	705.00 754.00
(b) Triple or dual service		920.00 984.00
7. Clearing plugged sewer		
(a) During regular working hours	\$	50.00 52.00
(b) After regular working hours		78.40 82.00
(c) Power auger		79.00 83.00
(d) Sewer jet (regular hours only)		90.00 95.00
(e) Foam (roots) (regular hours only)		100.00 105.00
8. Repairs to water meters		At cost
9. Thawing water service		At cost
10. Repair to damaged stand pipe		At cost
11. Meter Test	\$	44.00 46.00
12. Camera Sewer Lines		
Service (regular hours only)	\$	100.00 105.00
Mains (regular hours only)		\$1.60/metre 2.00

SCHEDULE "B"

PART 6

WASTEWATER RATES

2.832

1. Volume rate for 100 cu. ft. (~~9.294~~ cu. metres) = 88.4 cents
 Charge for treating one pound (454 grams) of B.O.D. = 12.3 cents
 Charge for treating one pound (454 grams) of suspended solids = 13.4 cents
 Charge for treating one pound (454 grams) of grease = 3.8 cents
2. For the purpose of calculating the sewerage charge payable by a consumer, the volume of wastewater contributed by the consumer to the sewerage works shall be deemed to be equal to 80% of the water delivered to the consumer's premises, whether the water was received from the City or from sources other than the City. Where no meter or other exact means exist to determine the quantity of water consumed by any person, the Director shall make an estimate thereof for the purpose of determining the sewerage service charges. The consumer may, at his own expense, install and maintain a meter approved by the Director upon which the service charge shall thereafter be determined.
3. Notwithstanding clause 1 of Schedule "B", any consumer whose sewage has not been tested as hereinafter provided, shall pay \$1.40 per 100 cu. ft. (~~9.294~~ 2.832 cu. metres) of wastewater calculated in the manner herein set forth with a minimum of \$12.27 per month.
4. Any person occupying a property used primarily as a dwelling unit or as a residence, or from which a business is being operated under a home occupation license, which is connected with the City sewerage system, shall pay the sum of \$12.27 per month.

Note: These rates to be effective for utility consumption and services after February 1, 1991.

Commissioner's Comments

We would recommend that Council give the amending bylaw 3 readings at this meeting.

"R.J. MCGHEE"
Mayor

DATE: March 12, 1991 MAR 13 1991
TO: Engineering Office Administrator
FROM: Public Works Manager
RE: CONNECTION CHARGES

Pete

Attached are the basic service charges recommended for 1991, as reviewed with the City Commissioners during budget deliberation. As we discussed, sidewalk repair costs are increasing 7%.

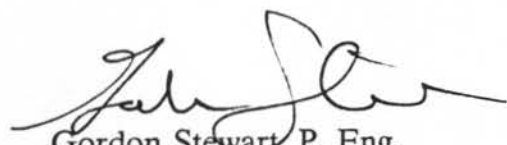
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Labour +3%,
Equipment +8% per year.

In addition, we did not fully recover our costs in 1990.

Further to the rate adjustments, we are recommending a new rate for water kills over 50mm. To kill a 50mm or less requires exposing the water main and shutting off the main stop. To kill a service larger than 50mm requires shutting down the main, cutting the tee out, and installing a short length of pipe with sleeves.

See attached amended application sheet.



Gordon Stewart, P. Eng.
Public Works Manager

WEH/sh

Attach.

SCHEDULE "A" Continued

Extra charge for

Larger water main:

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2" (50 mm)		750.00
4" (100 mm)		2,035.00
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8" (200 mm)		3,640.00

Larger sanitary or storm sewer:

8" (200 mm)	\$	110.00
10" (250 mm)		160.00
12" (300 mm)		220.00
15" (375 mm)		320.00 360
18" (450 mm)		590.00
(a) 21" (525 mm)		920.00

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	\$	2,500.00
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(c) Triple Service 3" (75 mm) and under		2,475.00 2,549.00
(d) Triple Service Over 3" (75 mm)		2,990.00 3,080.00
(e) For service kill 3" (75 mm) and under		335.00 345.00
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After Hours Calls

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- (a) Section 12 of this by-law; or,
- (b) at the owner's request, for whatever reason, to have services discontinued.

(2). Where a service call is made for the purpose of restoring services, a reconnection service charge of \$ 21.00 may be assessed, as follows:

- (a) to the consumer's account where utility services were previously discontinued pursuant to Section 12; or
- (b) to the owner's account where utility services were previously discontinued at the owner's request.

Service Call

26. When a consumer requests that a City employee attend at his premises with respect to any matter relating to the supply of utility services or the servicing of the same, and for any reason whatsoever the City employee is unable to enter the said premises, or if the call is for failure of service not attributable to the City Utility service, the consumer shall pay a fee of ~~\$26.60~~.

2960/B-89

28.00

DATE: APRIL 4, 1991
TO: ENGINEERING DEPARTMENT MANAGER
FROM: ASSISTANT CITY CLERK
RE: PROPOSED RATE CHANGE - UTILITY BYLAW 2960/88

At the Council meeting of April 2, 1991, Council gave Three Readings to Utility Bylaw Amendment 2960/D-91, a copy of which is attached.

The decision of Council in this instance is submitted for your information. Our Department will be updating the Consolidated copy of the Utility Bylaw in due course and will be circulating updated pages.

Trusting you will find this satisfactory.



K. KLOSS
ASSISTANT CITY CLERK
KK/sp
Encl.

c.c. Public Works Manager
Director of Financial Services
D. Souch

BYLAW NO. 2960/D-91

Being a Bylaw 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:

- 1 Bylaw No. 2960/88 is hereby amended by deleting therefrom Schedules "A" and "B" and substituting in their place and stead the attached Schedules "A" and "B" to this Bylaw.
- 2 Bylaw 2960/88 is hereby amended as to Section 26 under the heading, "Service Call" by deleting the amount \$26.60 and substituting in its place and stead the amount \$28.00.
- 3 This Bylaw shall come into full force and effect upon the passage of third reading.

READ A FIRST TIME IN OPEN COUNCIL this 2 day of April A.D. 1991.

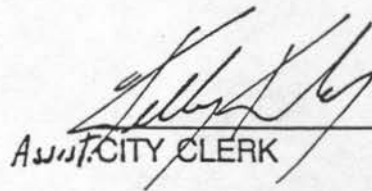
READ A SECOND TIME IN OPEN COUNCIL this 2 day of April A.D. 1991.

READ A THIRD TIME IN OPEN COUNCIL this 2 day of April A.D. 1991.

MAYOR



Asst. CITY CLERK



SCHEDULE "A"

PART 5

WATER RATES

Every consumer shall pay for water supplied to him the aggregate of amount determined as follows:

1. A consumption charge of \$0.85 for each 100 cubic feet of water supplied.
2. A fixed monthly charge shall be determined by the size of the meter supplied to each consumer as follows:

<u>METER SIZE</u>	<u>FIXED MONTHLY CHARGE</u>
5/8" (16 mm)	\$ 7.92
3/4" (19 mm)	12.68
1" (25 mm)	23.09
1-1/2" (38 mm)	53.88
2" (50 mm)	130.07
3" (75 mm)	219.61
4" (100 mm)	464.91
6" (150 mm)	871.19
8" (200 mm)	1,539.52

MISCELLANEOUS RATES

1. New service connection

	<u>FROM MAIN IN STREET</u>	<u>FROM MAIN IN LANE</u>
(a) Basic charge for 1" (25 mm) water and 6" (150 mm) sanitary	\$ 3,675.00	\$ 3,075.00
(b) Basic charge for 1" (25 mm) water	3,190.00	2,590.00
(c) Basic charge for 6" (150 mm) sanitary sewer	3,190.00	2,590.00
(d) Basic charge for 4" (100 mm) storm sewer	3,190.00	2,590.00
(e) Basic charge for 1" (25 mm) water main, 150 mm sanitary and 6" (100 mm) storm sewer	3,815.00	3,215.00
(f) Dual service upon approval	4,320.00	3,620.00

SCHEDULE "A" Continued

Extra charge for

Larger water main:

1-1/2" (38 mm)	\$	220.00
2" (50 mm)		750.00
4" (100 mm)		2,035.00
6" (150 mm)		3,000.00
8" (200 mm)		3,640.00

Larger sanitary or storm sewer:

8" (200 mm)	\$	110.00
10" (250 mm)		160.00
12" (300 mm)		220.00
15" (375 mm)		360.00
18" (450 mm)		590.00
21" (525 mm)		920.00

2. Additional fee for winter construction of service (November 15-May15) \$ 645.00
3. Temporary water supply for construction purposes (includes one water turn on)
Up to and including 1-1/2" (38 mm) service \$ 32.00
Over 1-1/2" (38 mm) service \$ 65.00
4. Disconnection of service (water kill) - up to 50 mm in size \$ 1,020.00
- over 50 mm in size \$ 2,500.00
5. Turn water off or on for repairs or line testing
(a) during regular working hours \$ 28.00
(b) after regular working hours \$ 85.00
6. Other Charges
Construction of manhole \$ 2,230.00
Cutting and replacing pavement -
(a) Single or double service 3" (75 mm) and under \$ 1,911.00
(b) Single or double service Over 3" (75 mm) 2,441.00
(c) Triple Service 3" (75 mm) and under 2,549.00
(d) Triple Service Over 3" (75 mm) 3,080.00
(e) For service kill 3" (75 mm) and under 345.00
(f) For service kill Over 3" (75 mm) 505.00
Replacing and/or tunnelling sidewalks -
(a) Single or double service residential \$ 1,043.00
(b) Single or double service commercial 2,338.00
(c) Triple service residential 1,391.00
(d) Triple service commercial 2,686.00

SCHEDULE "A" Continued

Replacing curb only -		
	(a) Single or double service	\$ 754.00
	(b) Triple or dual service	984.00
7.	Clearing plugged sewer	
	(a) During regular working hours	\$ 52.00
	(b) After regular working hours	82.00
	(c) Power auger	83.00
	(d) Sewer jet (regular hours only)	95.00
	(e) Foam (roots) (regular hours only)	105.00
8.	Repairs to water meters	At cost
9.	Thawing water service	At cost
10.	Repair to damaged stand pipe	At cost
11.	Meter Test	\$ 46.00
12.	Camera Sewer Lines	
	Service (regular hours only)	\$ 105.00
	Mains (regular hours only)	\$2.00/metre

SCHEDULE "B"

PART 6

WASTEWATER RATES

1. Volume rate for 100 cu. ft. (2.832 cu. metres)= 88.4 cents
Charge for treating one pound (454 grams)
of B.O.D. = 12.3 cents
Charge for treating one pound (454 grams) of
suspended solids = 13.4 cents
Charge for treating one pound (454 grams)
of grease = 3.8 cents
2. For the purpose of calculating the sewerage charge payable by a consumer, the volume of wastewater contributed by the consumer to the sewerage works shall be deemed to be equal to 80% of the water delivered to the consumer's premises, whether the water was received from the City or from sources other than the City. Where no meter or other exact means exist to determine the quantity of water consumed by any person, the Director shall make an estimate thereof for the purpose of determining the sewerage service charges. The consumer may, at his own expense, install and maintain a meter approved by the Director upon which the service charge shall thereafter be determined.
3. Notwithstanding clause 1 of Schedule "B", any consumer whose sewage has not been tested as hereinafter provided, shall pay \$1.40 per 100 cu. ft. (2.832 cu. metres) of wastewater calculated in the manner herein set forth with a minimum of \$12.27 per month.
4. Any person occupying a property used primarily as a dwelling unit or as a residence, or from which a business is being operated under a home occupation license, which is connected with the City sewerage system, shall pay the sum of \$12.27 per month.

Note: These rates to be effective for utility consumption and services after February 1, 1991.

NO. 5

DATE: March 25, 1991
TO: City Clerk
FROM: City Assessor
RE: STREET NAMES (SEE ATTACHED MAP)

As a result of the Major Continuous Corridor Project and planning of the northwest sector, a number of changes have been agreed to by the street naming committee and are recommended to City Council for approval.

MAP INDEX

- A. "77th Street" name continues to the west until it meets the new 68th Avenue.
- B. The existing 67th Avenue, north of 67th Street, and the new road south of 67th Street are to be named "68th Avenue".
- C. The north part of 67th Avenue to remain the same.
- D. Kerry Wood Drive to be extended to the west northwest to give access to the proposed athletic park.
- E. Taylor Drive to be extended from the south City limits along the proposed new road up to 67th Street, and we recommend this be extended to north City limits (Highway 11A).

The only independent property owners to be affected by these changes would be under heading "E". Presently, property owners north of Oleander Drive (Noted * on map attached) to Highway 11A are addressed off of 64th Avenue.

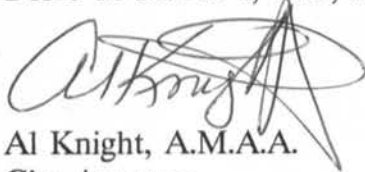
All property owners and lessees presently addressed on 64th Avenue were verbally contacted in February, 1991, and advised of the proposed change. None had any real concerns, other than being given time to use up existing and ordered stationery.

On March 19, 1991, a letter was hand-delivered to all affected parties advising them that this matter would be on the City Council Agenda, Tuesday, April 2, 1991, at 7:00 p.m., or as soon thereafter as possible, and that, if they had any concerns with the recommended changes, they were welcome to attend.

City Clerk
Page 2
March 25, 1991

RECOMMENDATION

It is recommended that City Council approve Items A, B, C, and D as presented and that Item E be approved with Taylor Drive being extended north beyond 67th Street to Highway 11A. We recommend that the official recognition of the extension of Taylor Drive be March 1, 1992, to allow existing businesses lead time to accommodate the change.



Al Knight, A.M.A.A.
City Assessor

PR/ngl

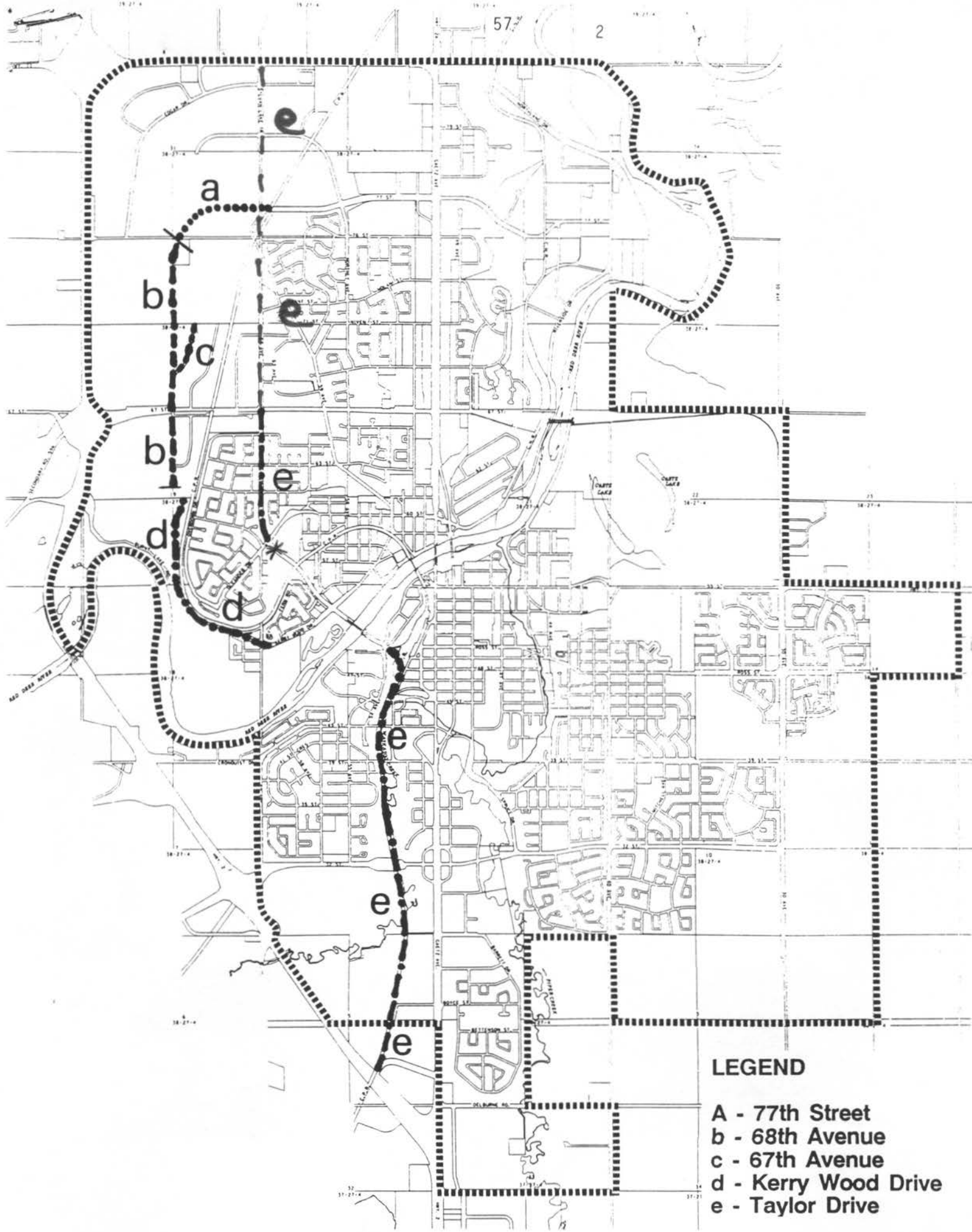
Enc.

c.c. Director of Finance
Senior Planner
Fire Chief

Commissioner's Comments

We would concur with the recommendations of the City Assessor with the exception of the extension to Taylor Drive north of 67 Street. Sixty-fourth Ave. should remain as it is in this area and would be consistent with established 67 Ave. and 68 Ave. and would be less confusing for people utilizing the avenue names for location in the area.

"R.J. MCGHEE"
Mayor



LEGEND

- A - 77th Street**
- b - 68th Avenue**
- c - 67th Avenue**
- d - Kerry Wood Drive**
- e - Taylor Drive**



THE CITY OF RED DEER

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

Land, Tax, and Assessment Department 342-8119

March 20, 1991

Kimran Holdings Ltd.
c/o Marvin Sandstra
#101, 6660 - 64 Avenue
Red Deer, Alberta
T4P 1Y3

ALSO SPOKE WITH MIKE SANDSTRA
SANDSTRA TRANSPORT.
NO PROBLEM

Dear Sir:

RE: ROAD NAME CHANGE FROM 64 AVENUE TO TAYLOR DRIVE

Further to our meeting in February regarding the suggested name change, please be advised this item will be discussed at the next City of Red Deer Council meeting, Tuesday April 2, 1991.

Should you wish to attend this meeting and have any concerns addressed to Council regarding the name change, the City Clerk informs us this item will be on Council Agenda about 7:00 p.m. As concerned citizens you are, of course, welcome to attend.

If you have any further questions or require any additional information, please call the writer at 342-8292 or the City Clerk at 342-8134.

We appreciate your kind cooperation in this matter.

Yours truly,

Peter Robinson, CRA, AMAA
Land Appraiser

PAR/dm

cc W. Lees
City Clerk
R.D.R.P.C.



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THE CITY OF RED DEER

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

Land, Tax, and Assessment Department 342-8119

March 20, 1991

Red Deer Truck Parts
#102, 6660 - 64 Avenue
Red Deer, Alberta
T4P 1Y3

Attention: Eugene Oystryk

Dear Sir:

RE: ROAD NAME CHANGE FROM 64 AVENUE TO TAYLOR DRIVE

Further to our meeting in February regarding the suggested name change, please be advised this item will be discussed at the next City of Red Deer Council meeting, Tuesday April 2, 1991.

Should you wish to attend this meeting and have any concerns addressed to Council regarding the name change, the City Clerk informs us this item will be on Council Agenda about 7:00 p.m. As concerned citizens you are, of course, welcome to attend.

If you have any further questions or require any additional information, please call the writer at 342-8292 or the City Clerk at 342-8134.

We appreciate your kind cooperation in this matter.

Yours truly,

Peter Robinson, CRA, AMAA
Land Appraiser

PAR/dm

cc W. Lees
City Clerk
R.D.R.P.C.



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THE CITY OF RED DEER

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

Land, Tax, and Assessment Department 342-8119

March 20, 1991

Heavy Duty Repair
#103, 6660 - 64 Avenue
Red Deer, Alberta
T4P 1Y3

Attention: Rob Leier

Dear Sir:

RE: ROAD NAME CHANGE FROM 64 AVENUE TO TAYLOR DRIVE

Further to our meeting in February regarding the suggested name change, please be advised this item will be discussed at the next City of Red Deer Council meeting, Tuesday April 2, 1991.

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We appreciate your kind cooperation in this matter.

Yours truly,

Peter Robinson, CRA, AMAA
Land Appraiser

PAR/dm

cc W. Lees
City Clerk
R.D.R.P.C.



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THE CITY OF RED DEER

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

Land, Tax, and Assessment Department 342-8119

March 20, 1991

Nielson Bros. Carriers Ltd.
#104, 6660 - 64 Avenue
Red Deer, Alberta
T4P 1Y3

Attention: Keith Nielson

Dear Sir:

RE: ROAD NAME CHANGE FROM 64 AVENUE TO TAYLOR DRIVE

Further to our meeting in February regarding the suggested name change, please be advised this item will be discussed at the next City of Red Deer Council meeting, Tuesday April 2, 1991.

Should you wish to attend this meeting and have any concerns addressed to Council regarding the name change, the City Clerk informs us this item will be on Council Agenda about 7:00 p.m. As concerned citizens you are, of course, welcome to attend.

If you have any further questions or require any additional information, please call the writer at 342-8292 or the City Clerk at 342-8134.

We appreciate your kind cooperation in this matter.

Yours truly,

Peter Robinson, CRA, AMAA
Land Appraiser

PAR/dm

cc W. Lees
City Clerk
R.D.R.P.C.



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THE CITY OF RED DEER

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

Land, Tax, and Assessment Department 342-8119

March 20, 1991

National - Oilwell Canada Ltd.
#105, 6660 - 64 Avenue
Red Deer, Alberta
T4P 1Y3

Attention: Barry Henry

Dear Sir:

RE: ROAD NAME CHANGE FROM 64 AVENUE TO TAYLOR DRIVE

Further to our meeting in February regarding the suggested name change, please be advised this item will be discussed at the next City of Red Deer Council meeting, Tuesday April 2, 1991.

Should you wish to attend this meeting and have any concerns addressed to Council regarding the name change, the City Clerk informs us this item will be on Council Agenda about 7:00 p.m. As concerned citizens you are, of course, welcome to attend.

If you have any further questions or require any additional information, please call the writer at 342-8292 or the City Clerk at 342-8134.

We appreciate your kind cooperation in this matter.

Yours truly,

Peter Robinson, CRA, AMAA
Land Appraiser

PAR/dm

cc W. Lees
✓ City Clerk
R.D.R.P.C.



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THE CITY OF RED DEER

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

Land, Tax, and Assessment Department 342-8119

March 20, 1991

Loomis Couriers
#107/108, 6660 - 64 Avenue
Red Deer, Alberta
T4P 1Y3

Attention: Barry Roth

Dear Sir:

RE: ROAD NAME CHANGE FROM 64 AVENUE TO TAYLOR DRIVE

Further to our meeting in February regarding the suggested name change, please be advised this item will be discussed at the next City of Red Deer Council meeting, Tuesday April 2, 1991.

Should you wish to attend this meeting and have any concerns addressed to Council regarding the name change, the City Clerk informs us this item will be on Council Agenda about 7:00 p.m. As concerned citizens you are, of course, welcome to attend.

If you have any further questions or require any additional information, please call the writer at 342-8292 or the City Clerk at 342-8134.

We appreciate your kind cooperation in this matter.

Yours truly,

Peter Robinson, CRA, AMAA
Land Appraiser

PAR/dm

cc W. Lees
✓ City Clerk
R.D.R.-P.C.



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THE CITY OF RED DEER

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

Land, Tax, and Assessment Department 342-8119

March 20, 1991

Tiara Cabinets (1990) Ltd.
#1, 6722 - 50 Avenue
Red Deer, Alberta
T4N 4E1

*They Have A Storage Bay
#122 - 6660 64th*

Attention: Becky

Dear Madam:

RE: ROAD NAME CHANGE FROM 64 AVENUE TO TAYLOR DRIVE

Further to our meeting in February regarding the suggested name change, please be advised this item will be discussed at the next City of Red Deer Council meeting, Tuesday April 2, 1991.

Should you wish to attend this meeting and have any concerns addressed to Council regarding the name change, the City Clerk informs us this item will be on Council Agenda about 7:00 p.m. As concerned citizens you are, of course, welcome to attend.

If you have any further questions or require any additional information, please call the writer at 342-8292 or the City Clerk at 342-8134.

We appreciate your kind cooperation in this matter.

Yours truly,

Peter Robinson, CRA, AMAA
Land Appraiser

PAR/dm

cc *W. Lees*
City Clerk
R.D.R.P.C.



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THE CITY OF RED DEER

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

Land, Tax, and Assessment Department 342-8119

March 20, 1991

Red Deer Bottling Co. Ltd.
Box 280
Red Deer, Alberta
T4N 5E8

Attention: Michael Truant

Dear Sir:

RE: ROAD NAME CHANGE FROM 64 AVENUE TO TAYLOR DRIVE

Further to our meeting in February regarding the suggested name change, please be advised this item will be discussed at the next City of Red Deer Council meeting, Tuesday April 2, 1991.

Should you wish to attend this meeting and have any concerns addressed to Council regarding the name change, the City Clerk informs us this item will be on Council Agenda about 7:00 p.m. As concerned citizens you are, of course, welcome to attend.

If you have any further questions or require any additional information, please call the writer at 342-8292 or the City Clerk at 342-8134.

We appreciate your kind cooperation in this matter.

Yours truly,

Peter Robinson, CRA, AMAA
Land Appraiser

PAR/dm

cc W. Lees
City Clerk
R.D.R.P.C.



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THE CITY OF RED DEER

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

Land, Tax, and Assessment Department 342-8119

March 20, 1991

Bonanza Movers
3509 - 44A Avenue
Red Deer, Alberta
T4N 3K4

Attention: Swede Tronnes

Dear Sir:

RE: ROAD NAME CHANGE FROM 64 AVENUE TO TAYLOR DRIVE

Further to our meeting in February regarding the suggested name change, please be advised this item will be discussed at the next City of Red Deer Council meeting, Tuesday April 2, 1991.

Should you wish to attend this meeting and have any concerns addressed to Council regarding the name change, the City Clerk informs us this item will be on Council Agenda about 7:00 p.m. As concerned citizens you are, of course, welcome to attend.

If you have any further questions or require any additional information, please call the writer at 342-8292 or the City Clerk at 342-8134.

We appreciate your kind cooperation in this matter.

Yours truly,

Peter Robinson, CRA, AMAA
Land Appraiser

PAR/dm

cc W/ Lees
✓ City Clerk
R.D.R.P.C.



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THE CITY OF RED DEER

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

Land, Tax, and Assessment Department 342-8119

March 20, 1991

Lussco Steel Ltd.
29 Hermary Street
Red Deer, Alberta
T4N 6S2

Attention: Gerard Lussier

Dear Sir:

RE: ROAD NAME CHANGE FROM 64 AVENUE TO TAYLOR DRIVE

Further to our meeting in February regarding the suggested name change, please be advised this item will be discussed at the next City of Red Deer Council meeting, Tuesday April 2, 1991.

Should you wish to attend this meeting and have any concerns addressed to Council regarding the name change, the City Clerk informs us this item will be on Council Agenda about 7:00 p.m. As concerned citizens you are, of course, welcome to attend.

If you have any further questions or require any additional information, please call the writer at 342-8292 or the City Clerk at 342-8134.

We appreciate your kind cooperation in this matter.

Yours truly,

Peter Robinson, CRA, AMAA
Land Appraiser

PAR/dm

cc ☒ W. Lees
☒ City Clerk
R.D.R.P.C.



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THE CITY OF RED DEER

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

Land, Tax, and Assessment Department 342-8119

March 20, 1991

Ron W. Russell
7848 - 64 Avenue
Red Deer, Alberta
T4P 1K4

Dear Sir:

RE: ROAD NAME CHANGE FROM 64 AVENUE TO TAYLOR DRIVE

Further to our meeting in February regarding the suggested name change, please be advised this item will be discussed at the next City of Red Deer Council meeting, Tuesday April 2, 1991.

Should you wish to attend this meeting and have any concerns addressed to Council regarding the name change, the City Clerk informs us this item will be on Council Agenda about 7:00 p.m. As concerned citizens you are, of course, welcome to attend.

If you have any further questions or require any additional information, please call the writer at 342-8292 or the City Clerk at 342-8134.

We appreciate your kind cooperation in this matter.

Yours truly,

Peter Robinson, CRA, AMAA
Land Appraiser

PAR/dm

cc / W. Lees
✓ City Clerk
R.D.R.P.C.



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DATE: March 19, 1991

TO: City Assessor

FROM: City Clerk

RE: STREET NAME CHANGES/MAJOR CONTINUOUS CORRIDOR

A report from the Red Deer Regional Planning Commission dated March 11, 1991, a copy of which is enclosed herewith, was submitted to the Committee of the Whole of Council March 18, 1991.

At the above noted meeting, Council agreed in principle to the proposed changes along with the suggestion that said matter be considered at the next meeting of Council, Tuesday, April 2, 1991, with the property owners and tenants being informed that this matter will be reviewed by Council at the April 2nd meeting. As indicated over the phone, in your notice to the property owners, you may indicate that the item will be discussed at 7 p.m. or as soon thereafter as Council may determine.

We look forward to a further report from your office for inclusion on the Open Agenda of April 2nd. Trusting you will find this satisfactory.



C. Sevcik
City Clerk

CS/jt

Att.

c.c. Senior Planner
Director of Engineering Services
Fire Chief

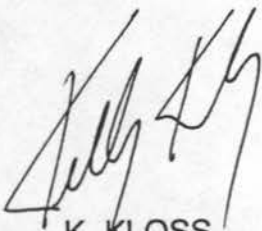
DATE: APRIL 3, 1991
TO: CITY ASSESSOR
FROM: ASSISTANT CITY CLERK
RE: STREET NAMES - MAJOR CONTINUOUS CORRIDOR PROJECT/
PLANNING OF NORTHWEST SECTOR.

At the Council meeting of April 2, 1991, consideration was given to your report dated March 25, 1991 concerning the above topic, and at which meeting the following motion was passed:

"RESOLVED that Council of The City of Red Deer, having considered report from the City Assessor dated March 25, 1991 re: Street Name Changes, hereby concurs with the recommendations as outlined in the above noted report presented to Council April 2, 1991, with the exception of Taylor Drive (E) which is not to extend north of 67 Street..

Council further agrees that the official recognition of the extension of Taylor Drive be March 1, 1992 to allow existing businesses lead time to accommodate the change."

The decision of Council in this instance is submitted for your information and appropriate action. If you have any questions, please do not hesitate to contact the undersigned.



K. KLOSS
ASSISTANT CITY CLERK
KK/sp

c.c. Director of Finance
 Senior Planner
 Fire Chief
 Director of Engineering Services
 Director of Community Services
 Treasury Services Manager

NO. 6

FILE: RCMPCONT.NEG

DATE: March 21, 1991

TO: MAYOR
CITY COMMISSIONER
OFFICER i/c RCMP CITY DETAIL

FROM: DIRECTOR OF FINANCIAL SERVICES

RE: RCMP CONTRACT NEGOTIATIONS

Attached is material received from the Federal Government on the above.

It appears the negotiations are presently at a stalemate. The Federal Government position regarding the City contract is:

1. An increase from 90% to 95% for the existing cost sharing ratio on April 1, 1991.
2. An increase in items included in the cost base.
3. Invoices bi-monthly instead of quarterly and payment due in 30 days (not 60 days as at present).

The Federal Government has indicated their billings effective April 1, 1991 will incorporate the above changes.

Before the increased costs noted above are considered, it should be recognized the 1991 budget may not be adequate even based on the current RCMP contract:

**ANALYSIS OF BUDGET AND ACTUAL
RCMP CONTRACT COSTS 1989 TO 1991**

<u>YEAR</u>	<u>BUDGET</u>	<u>INCREASE</u>	<u>ACTUAL</u>	<u>% INCREASE</u>
1991	4,814,035	7.4%	5,064,000**	10%
1990	4,480,310	9.0%	4,577,106*	17%
1989	4,110,230	5.9%	3,914,349	11%

* Subject to adjustment when the actual base cost for the April 1, 1990 to March 31, 1991 year are determined.

** Projected

Mayor, City Commissioner
Officer i/c RCMP City Detail
March 21, 1991
Page 2 FILE: RCMPCONT.NEG

It is projected the 1991 budget may be up to \$250,000 underbudgeted depending on what the actual base member cost for the 1990 - 91 contract year is calculated to be by the Federal Government.

If the new contract terms are implemented as requested by the Federal government, the increase to 95% of the cost would increase the projected \$250,000 overexpenditure to \$410,000 (an additional \$160,000).

The change in the base member cost proposed would increase costs but it is not possible at this time to project the cost implications.

The change in payment provisions will result in the loss of \$81,000 per year in interest revenue to The City.

Conclusions

The projected \$250,000 overexpenditure depends on what the actual costs per member are determined to be for the 1990/91 contract year. The member costs have increased by 7.0% and 6.5% respectively for the 1988/89 and 1989/90 fiscal years. It had been anticipated the member cost for 1989/90 would be less than the actual cost. Because the actual cost is higher than anticipated, it has caused an overexpenditure in the 1990 calendar year and an overexpenditure is anticipated for 1991.

The contract negotiations are still continuing for the period commencing April 1, 1991. It would seem prudent, however, to provide for at least a possible \$250,000 overexpenditure. Consideration should also be given to funding some of the \$160,000 overexpenditure resulting if the increase to 95% (or a partial increase) occurs. The reduction of \$81,000 in interest revenue could be absorbed within existing interest revenue budget provisions.

Mayor, City Commissioner
 Officer i/c RCMP City Detail
 March 21, 1991
 Page 3 FILE: RCMPCONT.NEG

Means to fund possible overexpenditures could include:

	<u>DESCRIPTION</u>	<u>AMOUNT</u>
1.	Defer two additional RCMP members to 1992.	\$ 98,000
2.	Increase the 1991 municipal tax increase approved at 5.2%. Each 1% increase yields	171,000
3.	Delete the GST contingency. This would require departments to fund exceptional costs.	150,000
4.	Increase the budget provision for interest income.	100,000

RECOMMENDATION

- The \$250,000 projected overexpenditure be funded from:

1.	Use of GST contingency	150,000
2.	Investment interest budget increase	<u>100,000</u>
		<u>250,000</u>

- That Council defer the two additional RCMP members approved for 1991 until the new contract has been negotiated and the cost can be reviewed.



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

AW/mrk

Att'd.

Solicitor General
of Canada



Solliciteur général
du Canada

MAR 14 1991

The Honourable Ivan Messmer
Solicitor General of British Columbia
Parliament Buildings
VICTORIA, British Columbia
V8V 1X4

Dear Mr. Messmer:

When we met in your office on March 1, 1991, you and Mr. McCrae, on behalf of the contract provinces and territories, advised me that you were not prepared to accept an increase in the cost-share ratios. As I understand your position, you believe the cost-share ratios established in the 1981 negotiations represented a definitive formula for sharing the costs of the Royal Canadian Mounted Police (RCMP) contract policing. You also advised that the contract jurisdictions believed the federal government was being "inflexible" in insisting upon increases to the cost-share ratios and that, in the face of that inflexibility, your colleagues saw no reason to return to the bargaining table.

In response, I reiterated that there was a considerable degree of flexibility in the federal offer as a whole, but that increases to the cost-share ratios were essential to achieving the necessary reductions in the federal contribution to provincial, territorial and municipal policing. I also indicated that I would be referring the RCMP contract policing issue to my Cabinet colleagues before responding, on behalf of the federal government, to the position taken by the provincial and territorial governments.

I have now had the benefit of consulting with my Cabinet colleagues. Briefly, the terms of the original federal offer to renew the contracts remain unchanged. The federal government still intends to reduce its contribution to provincial, territorial and municipal policing through a combination of what we believe are some long overdue adjustments to the cost-base and some quite modest adjustments to the cost-share ratios (i.e., five per cent for all categories of contract policing, except for municipalities between 5,000 and 15,000, where the increase would be fifteen per cent).

.../2

As we have advised since the beginning of these negotiations, we are intent upon achieving the provincial cost-share ratios stipulated in the federal offer of September 1989, but we are prepared to discuss phasing the implementation of the new cost-share ratios over time. We are also sensitive to the impact of the new ratios upon municipalities between 5,000 and 15,000, but this issue and any other concerns that might be relevant must be addressed at the negotiating table.

To date, federal and provincial/territorial negotiators have established the elements of an understanding on the cost-base issues, on greater program and fiscal accountability from the RCMP, and on the need for special consideration for Newfoundland and the Territories in their municipal policing arrangements. The issues not yet resolved have essentially to do with the cost-share ratios and their phasing-in and with the proposed charge-back of 100 per cent for public servants engaged in provincial contract policing. With some flexibility on both sides, it should not be difficult to arrive at an agreement in principle for the renewal of the RCMP contracts.

The present contracts for RCMP policing services will expire on March 31, 1991. I remain willing to meet with you and your provincial and territorial colleagues at any time prior to the expiration of the contracts, in order to conclude these negotiations.

I also want to make it perfectly clear that, after April 1, 1991, the RCMP will continue to perform their usual policing duties in all the provinces, territories and municipalities currently served by the RCMP under contract. As the federal government has maintained from the outset of these negotiations, we are committed to the RCMP and to the contract policing program. Therefore, unless we are advised that certain jurisdictions no longer wish to engage the RCMP for their provincial, territorial or municipal policing services, the contract policing program will remain in place subject to the terms of my letter dated October 23, 1990. As I advised at that time, in the absence of a negotiated agreement prior to April 1, 1991, the new rates, terms and conditions for RCMP contract policing services will be as stipulated in the federal offer issued September 29, 1989.

- 3 -

I have asked the Commissioner of the RCMP to ensure that all contract provinces, territories and municipalities are provided with provisional estimates of the costs of RCMP policing services for the 1991-92 fiscal year. Bi-monthly billings to the contract jurisdictions will be based on those estimates, with the first billing in June 1991. As specified in the federal offer, payment will be due within 30 days and interest will be charged on overdue accounts.

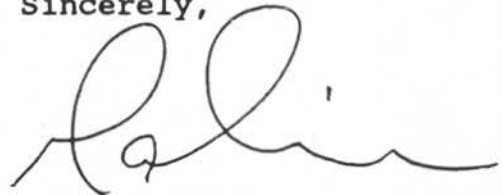
A copy of this letter, together with a copy of the federal offer of September 29, 1989, is being sent to the chief executive officer of each of the municipalities currently receiving RCMP contract policing services. I believe it is important that I assure the municipalities receiving RCMP services that those services will continue to be provided after April 1, 1991, with or without a new agreement.

What further measures the federal government might take on or after April 1, 1991, will depend upon the progress made in bringing these negotiations to a conclusion.

Again, I remain willing to meet with you and your colleagues at any time prior to March 31, 1991, in order to conclude these negotiations.

I hope to hear from you, as agreed, in the near future.

Sincerely,

A handwritten signature in black ink, appearing to be 'P. Cadieux', with a stylized, flowing script.

Pierre H. Cadieux

cc. Provincial/Territorial Ministers Responsible for
Contract Policing

All Municipalities in Receipt of RCMP Contract
Policing Services

September 29, 1989

FEDERAL OFFER FOR THE RENEWAL OF THE
PROVINCIAL, TERRITORIAL AND MUNICIPAL CONTRACTS
FOR RCMP POLICING SERVICES

1. Duration

A contract of ten years' duration.

2. Cost-Sharing Ratios

A revised set of cost-sharing ratios, with the costs of policing services to provinces and territories to increase from 70% to 75%; the costs to municipalities with a population of less than 5,000 to increase from 70% to 75%; the costs to municipalities with populations between 5,000 and 15,000 to increase from 70% to 85%; and the costs of policing services to municipalities with populations in excess of 15,000 to increase from 90% to 95%.

3. Implementation of Cost-Share Ratios

An immediate move to the proposed cost-share ratios on April 1, 1991.

4. Cost-Base

An adjustment to the current cost-base, with all cost factors appropriately associated with contract policing services included, having particular regard to the charges appropriate for accommodation, employer's contributions to pensions and unemployment insurance premiums, and the costs associated with civil actions, compensation claims and ex gratia payments.

- (1) Accommodation: a doubling of the current charges (\$5.00 per square foot), with provision for bi-annual adjustments toward full market value over the life of the agreements.
- (2) Pension contributions: inclusion in the cost-base of the full costs of the federal pension contributions for RCMP members; full cost recovery for the costs of federal pension contributions for federal public servants engaged in contract policing duties.
- (3) Unemployment insurance premiums: inclusion in the cost-base of the full costs of the employer's contributions to the unemployment insurance program for RCMP members; full recovery of the employer's contributions for federal public servants engaged in contract policing duties.
- (4) Civil actions, compensation claims and ex gratia payments: inclusion in the cost-base of the full costs associated with these liabilities.

5. Support Personnel

Support personnel for provincial and territorial policing services to continue to be provided by the federal government, but be charged to the province or territory at 100%.

6. Fiscal Accountabilities:

The federal government is sensitive to provincial and territorial concerns about the fiscal accountability of the RCMP. However, the federal government's preference would be that, to the degree possible, these concerns be addressed outside the framework of the contracts, through changes to RCMP resource planning and budgeting procedures. For its part, the federal government proposes the following adjustments to the current fiscal arrangements:

- (1) Invoice procedures: Replace the present quarterly billings system with a bi-monthly billing system, with payment due within 30 days (rather than 60 days, as at present).
- (2) Interest on overdue accounts: Extend the federal government's cash management system to the contracts, with the result that interest would be charged on overdue accounts.

7. Renewal of Municipal Contracts

The federal government is willing to renew the existing municipal contracts, subject to the following provisos:

- (1) the federal government would encourage the conversion to provincial policing services in the case of municipalities with a population of less than 5,000, where policing services are now being provided pursuant to a municipal policing contract;
- (2) the federal government would not contract directly with individual municipalities for policing services and would contract for such services only pursuant to a comprehensive federal-provincial agreement covering the provision of both provincial and municipal policing services within a given jurisdiction;
- (3) on request from the chief executive officer of a contract municipality and with the consent of the provincial minister responsible for law enforcement, the Commissioner of the RCMP would be prepared to enter into a collateral agreement with the chief executive officer, covering the delivery of policing services within an individual municipality.

8. Conversion of Provincial to Municipal Policing Contracts

The federal government would insist upon conversion to municipal policing contracts in the case of municipalities or other regional entities with a population of more than 5,000, where policing services are now being provided by the RCMP as part of the provincial policing service.

9. New Municipal Policing Contracts

The federal government would be willing, on request from the provincial minister responsible for law enforcement and if considered feasible by the Solicitor General of Canada, to enter into new municipal policing arrangements with municipalities not previously policed as part of the provincial policing service, subject to the following provisos:

- (1) the municipality has a population of more than 5,000, but less than 15,000;
- (2) the municipality does not adjoin or is not in regional or metropolitan association with a municipality which has its own police force;
- (3) the municipality is not involved, nor likely to become involved, in a labour dispute with its police force, which has not been resolved to the satisfaction of all parties to the dispute;
- (4) the municipality assumes immediately an 85% share of the costs of the provision of RCMP municipal policing services under the new contract.

10. Emergency Municipal Policing

Where members of the provincial policing service are assigned to emergency municipal policing duties at the request of the provincial minister responsible for law enforcement, the province will assume responsibility for 100% of the federal share of the costs of such emergency policing services for any period in excess of sixty days.

11. Miscellaneous Issues

There are a number of collateral issues that both the federal government and the contract jurisdictions have identified as matters for negotiation. These issues are listed below, together with the federal proposals for their resolution.

- (1) **Costs of Members on training leave, sick leave, maternity leave, etc.:** There is no provision in the provincial and territorial policing contracts to cover the consequences of members being away on training, sick leave, maternity leave, suspension in excess of 30 days, etc. The provisions in the municipal contracts which cover this situation have been imported into the provincial and territorial contracts via administrative practice. The federal government wishes to amend the contracts to formalise the current practices.
- (2) **Non-police services, e.g., execution of civil process, etc.:** The federal government proposes that some of the non-police services be placed on a full cost-recovery basis, because the present contracts do not seem to provide a sufficient incentive for provinces and territories to make alternative arrangements.
- (3) **Provision of jail facilities:** This is a problem peculiar to remote areas within the Yukon and NWT. The federal government proposes that arrangements for prisoners to serve their full sentences in RCMP cells would be on a full cost-recovery basis.

- (4) **Costs of equipment (over \$100K) damaged or destroyed:** This item has been identified as one for which there should be more explicit provision in the contracts. The federal government's proposal would entail amendments to the contracts to provide for recognition of the contract jurisdiction's equity in equipment damaged or destroyed and to provide for amortization schedules for the replacement equipment.
- (5) **Inclusion of additional law enforcement functions or geographic areas:** The present contracts make provision for the exclusion of functions or areas, but make no provision for the inclusion or resumption of policing in such functions or areas. There should therefore be explicit provision in the contracts to cover this contingency, e.g., as in the case of the resumption of highway patrol services in New Brunswick.
- (6) **Responsibility for costs of 911 systems:** The 1981 contracts were silent on where responsibility would lie for the personnel and system costs associated with the installation and operation of 911 systems. The federal government's preference would be to provide for the systems to be accommodated within RCMP premises, provided the systems are consistent with RCMP communications specifications and provided that the personnel required to operate the system are supplied by the host municipality or regional government, but subject to RCMP supervision and control.
- (7) **Responsibility for policing costs associated with special events, such as the Olympics, Economic Summits, etc.:** The current contracts should provide expressly for the responsibility for policing costs associated with special events such as royal visits, Olympic games, summit conferences, etc. The federal government proposes that the costs for additional policing services for special events be shared according to the then-prevailing cost-share ratio.

12. Prerogative to Reserve on Policy Issues

The federal government reserves the prerogative of subsequently tabling such other issues as might be determined as appropriate for resolution in the context of the contract negotiations.

13. Mutatis Mutandis

Other terms and conditions not otherwise mentioned are open for renegotiation, subject to the proviso that the federal government would not be prepared to permit compromise of the following tenets of the principle of federal direction and control of the RCMP:

- (1) **Internal Management:** The Commissioner is responsible for the control and management of the RCMP, including those members serving in provincial, territorial and municipal police services.
- (2) **General Policies and Standards:** The Solicitor General of Canada is responsible for directing the Commissioner of the RCMP in the discharge of his responsibilities for the control and management of the RCMP.
- (3) **General Government Policies:** The application of general government policies to federal organizations remains the prerogative of the federal government.

Commissioner's Comments

Although the pending contract with the RCMP has not been finalized between the Provinces, Territories and the Federal Government, it was felt that Council should be made aware of the costs involved with the Federal position should this occur. We would think that a decision will be reached somewhere between no increase and the Federal position.

We cannot recommend any steps being taken at this time as outlined by the Dir. of Financial Services but await the final negotiations which should occur we would expect very shortly.

"R.J. MCGHEE"
Mayor

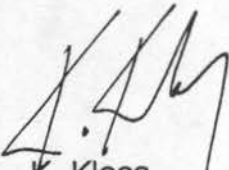
DATE: April 4, 1991
TO: Dir. of Financial Services
FROM: Assistant City Clerk
RE: R.C.M.P. CONTRACT NEGOTIATIONS

At the Council Meeting of April 2, 1991, your letter dated March 21, 1991, concerning the above topic was presented to Council for information and at which meeting the following motion was passed.

"RESOLVED that Council of The City of Red Deer, having considered report dated March 21, 1991 from the Director of Financial Services re: RCMP Contract Negotiations, hereby agrees that the City await the final negotiations between the Provinces, Territories and the Federal Government before a final decision is made by Council on the projected overexpenditure."

The decision of Council in this instance is submitted for your information. I trust you will provide a subsequent report to Council once negotiations between the Provinces, Territories and Federal Government are finalized relative to the R.C.M.P. Contract.

Trusting you will find this satisfactory.



K. Kloss
Assistant City Clerk

KK/ds

c.c. Inspector Beaton



**RED DEER
REGIONAL PLANNING COMMISSION**

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

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

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

MEMORANDUM

TO: C. Sevcik, City Clerk

DATE: March 18, 1991

FROM: Gary Klassen, Associate Planner

FILE: 27.25

RE: UPDATE ON ROYAL COMMISSION ON INTER-CITY NATIONAL
TRANSPORTATION

1. City Council at its meeting of September 17, 1991 directed City Administration to prepare a brief for presentation to the Royal Commission. Alderman Tim Guilbault presented this brief at the Royal Commission hearing in Edmonton on November 1, 1991.
2. The submission focused on two themes: the need for modal integration, and the need for transportation options. A specific proposal was put forward which included: the development of an "air coach" service for Red Deer as part of an integrated transportation system; and a long term objective of the introduction of high speed rail as part of an integrated system.
3. The Research Group of the Royal Commission is reviewing the City's position along with other submissions; the City may be invited to enter into further discussions. Furthermore, we have received correspondence from Alberta Transportation which indicated our report was one of three that stood out from all presentation made across Canada.
4. It has been suggested that the City express their continuing interest in this matter by writing to both the Royal Commission and the Province of Alberta. This letter would reinforce the position taken by the City at the hearing and encourage further research on the specific proposals affecting Red Deer.

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 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 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 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 NORGLINWOLD • SUMMER VILLAGE OF ROCHON SANDS • SUMMER VILLAGE OF SUNBREAKER COVE • SUMMER VILLAGE OF WHITE SANDS

RECOMMENDATION

That the Mayor send a letter to the Royal Commission and the Province of Alberta again advocating the City's position and encouraging further research of inter-city transportation issues in central Alberta.



R. Gary Klassen, ACP, MCIP
Associate Planner

GK/em

cc: Alderman Tim Guilbault
Bryon Jeffers, Director of Engineering
Al Scott, Manager of Economic Development

Commissioner's Comments

We would concur with the recommendations.

"R.J. MCGHEE"
Mayor

DATE: APRIL 4, 1991
TO: GARY KLASSEN, ASSOCIATE PLANNER
FROM: ASSISTANT CITY CLERK
RE: UPDATE ON ROYAL COMMISSION ON INTER-CITY NATIONAL
TRANSPORTATION.

At the Council meeting of April 2, 1991, consideration was given to your report dated March 18, 1991 concerning the above topic, and at which meeting the following motion was passed:

"RESOLVED that Council of The City of Red Deer, having considered report dated March 18, 1991 from the Associate Planner, G. Klassen, re: Update on Royal Commission on Inter-City National Transportation, hereby agrees that the Mayor send a letter to the Royal Commission and the Province of Alberta again advocating the City's position and encouraging further research of inter-city transportation issues in Central Alberta."

The decision of Council in this instance is submitted for your information. I would ask that you now draft a letter for the Mayor's signature, outlining the City's position in this regard. Once this letter has been signed by the Mayor, I would ask that this office receive a copy of same for our record.

Trusting you will find this satisfactory.



K. KLOSS
ASSISTANT CITY CLERK
KK/sp

c.c. Mayor McGhee
Alderman Tim Guilbault
Director of Engineering Services
Economic Development Manager

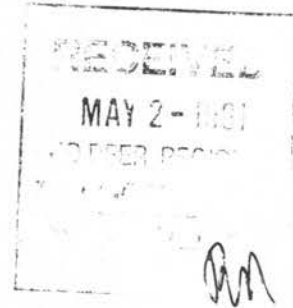
Office of the Mayor



file
Council April 2/91

May 1, 1991

The Honourable A. J. Adair
Minister of Transportation and Utilities
Legislature Building
10731 - 97 Avenue
EDMONTON, Alberta
T5K 2B6



Dear Honourable Minister:

SUBJECT: ROYAL COMMISSION ON NATIONAL PASSENGER TRANSPORTATION

As you are aware, the Federal Government has appointed a Royal Commission on National Passenger Transportation chaired by the Honourable Louis Hyndman.

The City of Red Deer Council, at its meeting of September 17, 1990, directed City Administration to prepare a brief for presentation to the Royal Commission. This brief was presented at a hearing held by the Commission in Edmonton on November 1, 1990.

The submission focused on two themes: the need for modal integration and transportation options. A specific proposal was put forward which included the development of an "air coach" service for Red Deer as part of an integrated transportation system and a long term objective to introduce high speed rail as part of an integrated system. We have subsequently been informed that the Research Group of the Royal Commission is reviewing those issues which have been put forward by the City.

Given our unique geographic situation between Alberta's two largest metropolitan areas, we strongly believe that the Province also has a critical role to play in ensuring viable long-term transportation options for The City of Red Deer. Furthermore, as inter-city transportation issues go beyond any single municipal jurisdiction, The City of Red Deer encourages that the Province pursue additional work in regard to the City's recommendations. We believe this additional research would also be of benefit to the Royal Commission.

.../2

The Honourable A. J. Adair
Page 2
May 1, 1991

I urge you to examine the issues identified by The City of Red Deer in their submission to the Royal Commission including the need for integration and issue of transportation options.

City staff would look forward to working with the Province to achieve long-term passenger transportation objectives which would provide benefits to all Albertans.

Sincerely,

R. J. McGHEE
Mayor

GK/cjm

Enclosure

c. Stockwell Day, MLA
Honourable John Oldring, MLA
Doug Fee, MP
Louis D. Hyndman QC., Chairman, Royal Commission on
National Passenger Transportation

bc. City Clerk
G. Klassen, Red Deer Regional Planning Commission

Royal Commission on
National Passenger
Transportation



Commission royale sur le
transport des voyageurs
au Canada

May 6, 1991

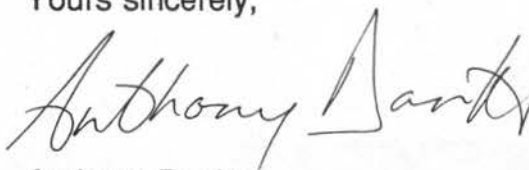
R.J. McGhee
Mayor
City of Red Deer
P.O. Box 5008
Red Deer, Alberta
T4N 3T4

Dear Mayor McGhee:

On behalf of the Royal Commission on National Passenger Transportation, I would like to acknowledge receipt of your letter of May 1, 1991, carbon copied to Mr. L. Hyndman.

Please be assured that your letter will be brought to Mr. Hyndman's attention.

Yours sincerely,



Anthony Danks
Correspondence Unit



TRANSPORTATION AND UTILITIES

Office of the Minister

208 Legislature Building, Edmonton, Alberta, Canada T5K 2B6 403/427-2080

May 7, 1991

His Worship Mayor R. J. McGhee
City of Red Deer
Box 5008
RED DEER, Alberta
T4N 3T4

Dear Mayor McGhee:

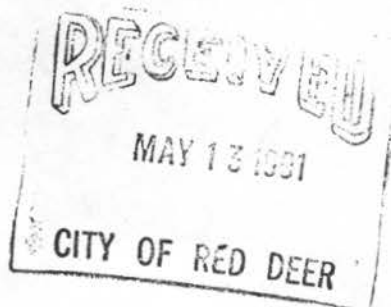
On behalf of the Honourable Al "Boomer" Adair, Minister of Transportation and Utilities, who is presently away from the office, I wish to acknowledge receipt of your letter dated May 1, 1991 regarding the Royal Commission on National Passenger Transportation.

Please be assured your letter will be brought to the attention of our Interim Minister, the Honourable Ken Kowalski, as soon as possible.

Sincerely,

C. Kowalski

Colleen Frebrowksi
Secretary to the Minister



NO. 8

DATE; March 21, 1991
TO: City Clerk
FROM; Fire Chief
RE; 1990 FIRE DEPARTMENT ANNUAL REPORT

The 1990 Annual Fire Department Report is submitted for the information of City Council and Administration.

I will be in attendance at the April 2, 1991 meeting of City Council to answer questions of Council regarding this report.


R. Oscroft
FIRE CHIEF

RO/cb

Commissioner's Comments

Submitted for Council's information.

"R.J. MCGHEE"
Mayor

DATE: April 3, 1991
TO: Fire Chief
FROM: Assistant City Clerk
RE: 1990 FIRE DEPARTMENT ANNUAL REPORT

I would advise that at the Council meeting of April 2, 1991, consideration was given to a your report dated March 21, 1991, concerning the above topic.

I would like to take this opportunity on behalf of Council to thank you for this very informative report which was well received by Council members. One request at the Council meeting by Alderman Guilbault which you may wish to make available to him was the aspect of the breakdown on the number of fire calls/ambulance calls on the East Hill of Red Deer, east of 40 Avenue.

Trusting you will find this satisfactory.



K. Kloss
Assistant City Clerk

KK/ds



1990 ANNUAL REPORT



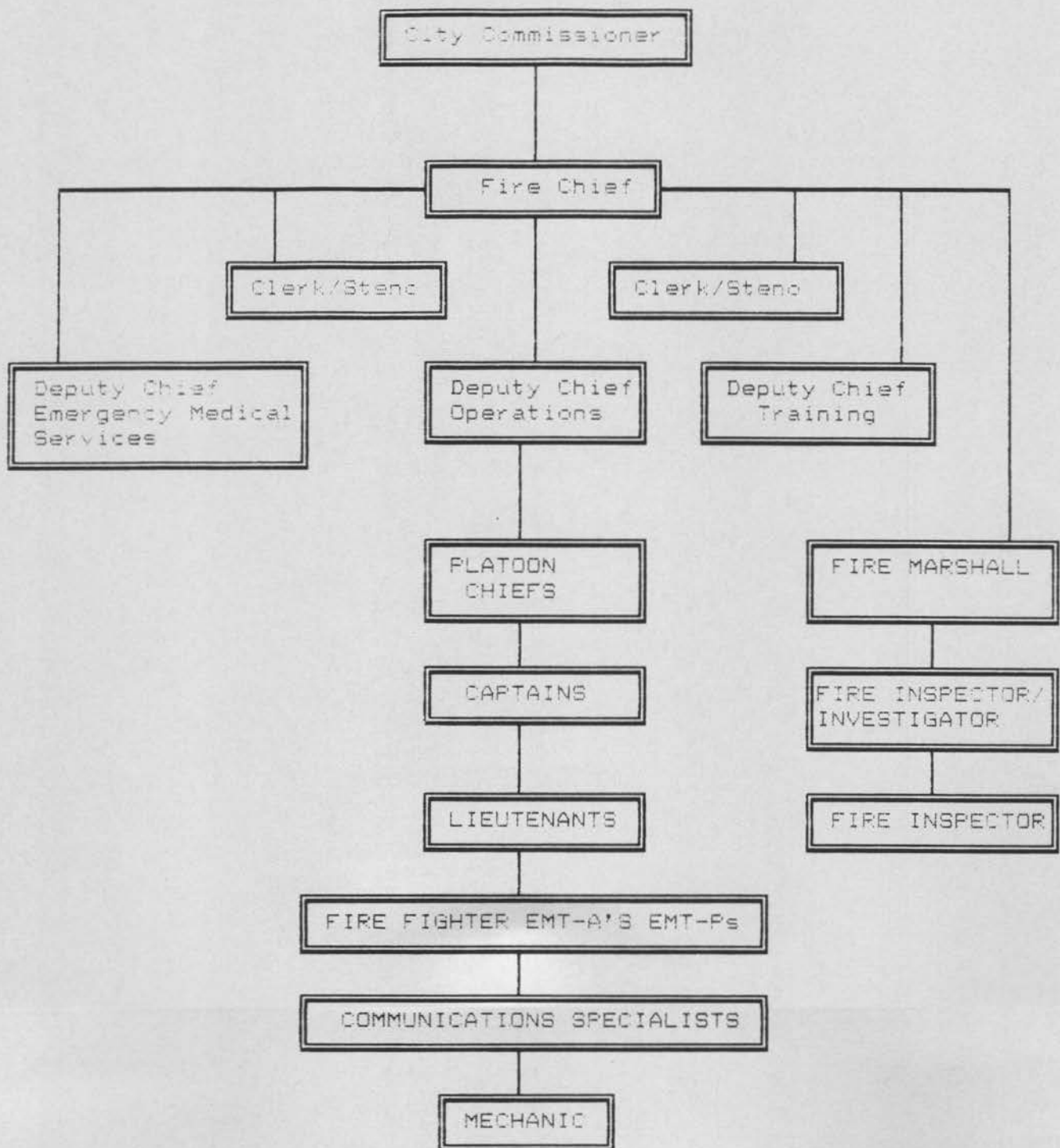
THE CITY OF RED DEER FIRE DEPARTMENT
1990 ANNUAL REPORT

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SPECIAL THANKS TO RON POLUTNIK FOR COVER PHOTOS

City of Red Deer Fire Department
Organizational Chart
November 1990



**RED DEER FIRE FIGHTERS
IN AID
OF THE COMMUNITY**

1990



ACTIVITIES

The Red Deer Fire Fighters are very proud of their accomplishments in 1990 as they relate to volunteer community services. The Christmas tree pick up proved to be more successful than ever. Over 90 percent of the Red Deer Fire Fighters turned out to volunteer their time to this worthwhile endeavor. The rest of the year was equally as busy in the areas of fund raising for the various causes supported by the Red Deer Fire Fighters Community Fund.

Members of the Red Deer Fire Department volunteered their time as part of their commitment to the Red Deer Fire Fighters Community Fund in the following specific activities during 1990:

Santa appearances at Children's Christmas Parties

Summer Sizzlers - Recreation Center Pool

Dental Week Obstacle Course

Donation to the Food Bank

Flying Fathers Hockey Game Jan. 11/90

Tree Pick up Jan. 15 - 25/90

Tree Burn Jan. 26/90

Set up for Dog Show Apr. 5/90

Take down for Dog Show Apr. 8/90

Bartender for Trout Unlimited Dinner Apr. 20/90

Fire Fighters Charity Ball Apr. 21/90

Silver Buckle Rodeo Apr. 26-29/90

Ronald MacDonald McHappy Day

Set up & take down at Bower Mall for Players National

BMX Race

Lectures and Demonstrations at various Red Deer Schools

Westerner Parade

C.P.R. Classes taught at Y.M.C.A. , City Life Guards etc.

The Fire Fighters also own, operate and rent out a Dunk Tank. This unit is in use from May to September of each summer.

All of the items listed above raise funds for the various charities supported by the Fire Fighters. Major donations to the community in 1990 went to the Red Deer Food Bank, The Central Alberta Sexual Assault Center and the 49th Street Youth Shelter.

It must be noted that in addition to the specific activities listed above as fund raising activities a larger percentage of the members of the Fire Department contribute countless hours to other community groups including the Children's Services Center, United Way board, Youth and Volunteer Center board, Piper Creek Optimists Club, Coaching of Little League Baseball, Hockey and Football, Youth music programs, Food Bank and the Red Deer Christmas Bureau. These hours are in addition to the organized fund raising activities of the Red Deer Fire Fighters Community Fund.

McDonald's



January 7, 1991

Thank you for your recent letter concerning the soon approaching Firefighters Charity Ball.

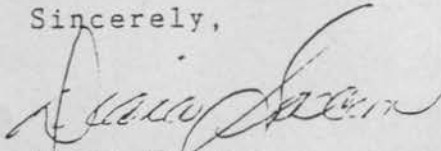
We are interested in donating a door prize and we will probably be purchasing tickets for the Ball.

We would like to thank you for inviting us to become involved with the Firefighters in helping Red Deer's kids today.

Your support within the community over the past few years has left an imprint on this city which shall be felt for years to come.

We are looking forward to joining your efforts in support of "Friends of children with special needs."

Sincerely,



Diana Gascon
Community Relations Representative
7149 - 50 Ave. N.
Red Deer, Alta. T4N 4E4
347-6077



**FIRE CHIEFS REPORT
ON THE
ACTIVITIES OF THE
FIRE
DEPARTMENT
1990**



February 5, 1991

Mayor Robert McGhee
Members of Council
City Commissioner

This 1990 Red Deer Fire Department Annual Report is submitted for your information and consideration. All phases of activities of the various Divisions of the Department are covered in this report.

I am pleased to report that no fire deaths occurred in the City in 1990, and only three fire related injuries were recorded. The City's fire loss was slightly in excess of one million dollars, a significant drop from the previous year.

At the direction of Council, Deputy Chief Dubois and myself spent considerable time meeting with Alberta Government Telephone officials in Calgary in the research and development of an Enhanced 9-1-1 system for the City of Red Deer. AGT Marketing Division have developed an E-911 system for midsize cities such as ours and have recently installed systems in Lethbridge, Fort McMurray and the County of Strathcona.

The system has a built-in systems manager which will eliminate many of the present manual tasks required of our dispatchers, thus allowing the dispatcher more time to concentrate on the handling of an emergency call. A hard copy of all the information received by the dispatcher is then forwarded to emergency personnel in the Fire Stations and the police Telecommunication's Centre.

Council have approved the purchase of the E-911 system in the 1991 Fire Department budget, and it is expected that the system will be operational by November.

On the recommendation of the Fire Audit Task Force, we researched alternatives to our previous cost estimates of 1.5 million dollars for the development of a fire training grounds for the Department. In conjunction with the Economic Development Manager and the Engineering Department, we have located a parcel of serviced land suitable for our purposes. In order to keep construction costs reasonable, we propose using a modular steel 4 storey tower in place of a concrete structure. Our proposed alternative reduces the capital costs to \$361,000.00 which includes land acquisition, services, levelling, paving, fencing, landscaping, and tower purchase and erecting.

A suitable location for the temporary East Hill fire station has been identified, and six lots have been reserved for the construction of this facility.

Preliminary design work for the new downtown fire station was initiated, and soil testing was conducted.

The City's Emergency Operations Centre was moved from City Hall to Fire Station III in Mountview. Speed line telephones were installed between the centre and City Departments who participate in the Disaster Plan.

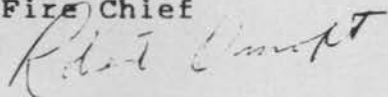
In response to public complaints and concerns of fire authorities in general, a bylaw was prepared and received Council approval regarding the sale, storage and discharge of low hazard fire works (shop goods). To our knowledge, there are no longer any outlets in the City selling these shop goods, we have received no further complaints regarding their discharge, and the community in general appears supportive of the bylaw.

A training manual for dispatchers was developed and implemented using suggested guidelines of the Associated Public Safety Communications Officers Inc. The development of the manual was in response to the larger than normal turnover of staff in this area in the past two years, and the requirement of consistency of operation amongst all dispatchers.

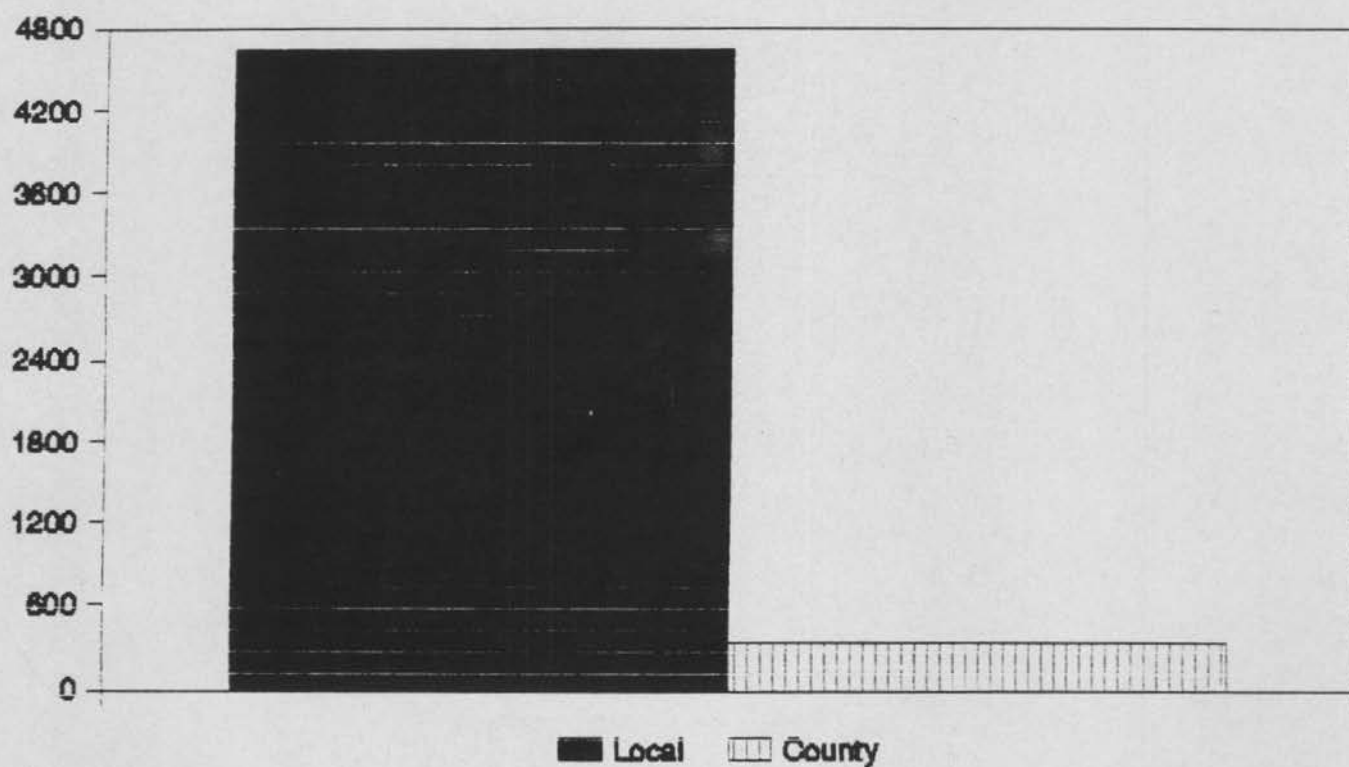
The third Household Toxic Waste Roundup was held during Fire Prevention Week. The three City fire stations were used as drop off points for public convenience. Fire fighters sorted materials received and packed these materials in transport drums which were picked up daily by the Water/Waste Water Department. This year's program was very successful judging from the amount of material received.

In conclusion, I wish to express appreciation to my Chief Officers, Fire Marshal, and office staff, and to other staff members who assisted on special projects. 1990 was a year of challenge for our department, and only with the dedication and perseverance of these staff were we able to meet most of our goals and objectives.

Robert Oscroft
Fire Chief



In City Emergency Vehicle Movements
Compared To
Out Of City Emergency Vehicle Movements



Compiled From Fire Department Records



**OPERATIONAL ASPECTS
OF THE
FIRE DEPARTMENT
IN
1990**



Fire Chief R. Oscroft
Red Deer Fire Department

I am pleased to submit the following report on the operational functions of the department during 1990.

A significant number of major projects were undertaken in 1990, some of which will carry over into 1991. The commencement of the process necessary to construct a replacement for Fire Station Number One has resulted in the selection of an architectural firm, preliminary soils testing, and preparation of preliminary drawings. In an effort to ensure that all members of the department have an opportunity for input, a joint Management/Union Committee has been struck and is working together with the architect in the design process. This process will continue until the project has been completed.

The second major project undertaken during the year was the design, construction and implementation of a new Rescue/Hazmat Truck. Funding for this unit was provided by the City of Red Deer, the Provincial Government and the Federal Government. This unit will be placed into service in Mid February 1991. Because of the complexity of the various specialized systems and equipment carried by this special purpose truck, training requirements have been extremely rigorous and time consuming.

The department took delivery of a new pumper in July. This pumper is a replacement unit. In an effort to provide a greater level of safety to fire fighters, personnel no longer ride to fires on the tailboard of the apparatus. A fully enclosed cab area is now provided for all responding crew members. This cab area also provides personnel with heated area in which to warm up during prolonged winter operations.

A new breathing air compressor was purchased and installed during July. This unit replaces a 15 year old compressor which had passed its life expectancy and no longer met the demands placed upon it. Modern fire fighting techniques make use of large quantities of purified compressed air. In addition, many rescue tools, and fully encapsulating hazardous suits require a large supply of high quality compressed air. The addition of the Rescue/Hazmat truck referenced above and its attendant specialized equipment made the upgrading of the Fire Departments breathing air compressor mandatory.

In an effort to enhance the departments training and evaluation process, a complete video system comprised of a high quality video camera, VCR and editing deck were purchased. This system enables the department to shoot actual fire, medical and training exercises for review and use as a training aid.

Although this system has only been available since November, it is proving to be a valuable and useful tool in the ongoing effort to improve the levels of personnel preparedness for the extremely varied and diverse emergencies they are required to respond to.

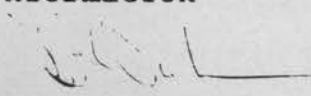
Administrative office and storage spaces were renovated at Fire Station Three in order to provide a more workable productive environment for staff. All administration staff now work out of the same area which has increased productivity levels appreciably. In addition, a storage area has now been provided which allows for the storage of training materials as well as removing the Local Area Computer Network printer and Photocopier from the general office area.

Fire Station Two living and office areas were repainted in 1990. A serious water infiltration problem was identified in the crawl space during the summer. An engineering study has identified approximately \$9,000 worth of remedial work that is required to correct this problem. Provision for this expenditure has been made in the 1991 department budget.

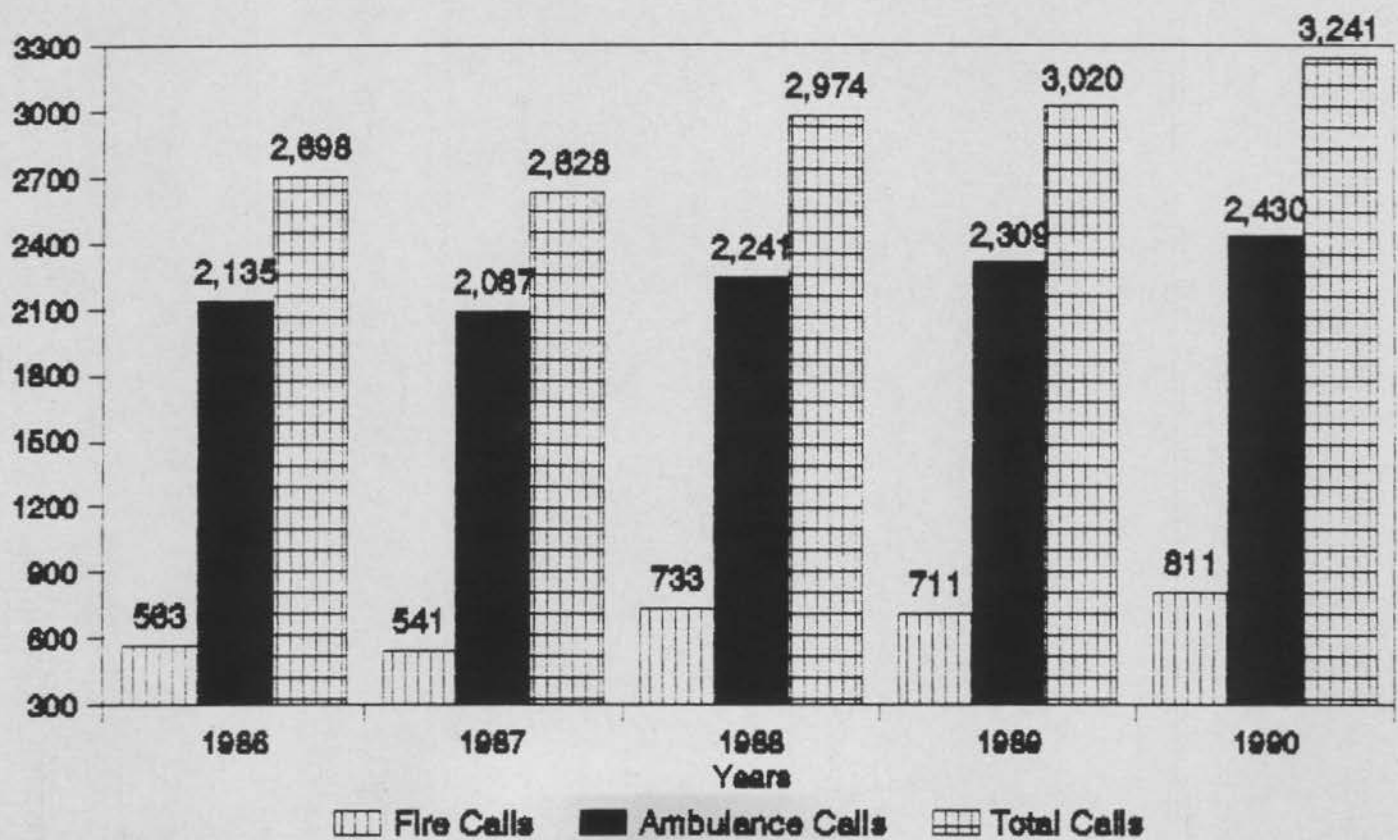
Specific statistical information regarding the various activities of the Fire Department are depicted graphically and in chart form through out this annual report. I would direct the reader to those charts for specific detailed information.

The year 1990 was a year in which much was accomplished by the department. Without the dedication and input of a great many individuals, much of what has been accomplished would not be a reality today. I would like to take this opportunity to thank all those individuals who have provided me with assistance and support throughout year.

All of which is respectfully submitted for your information

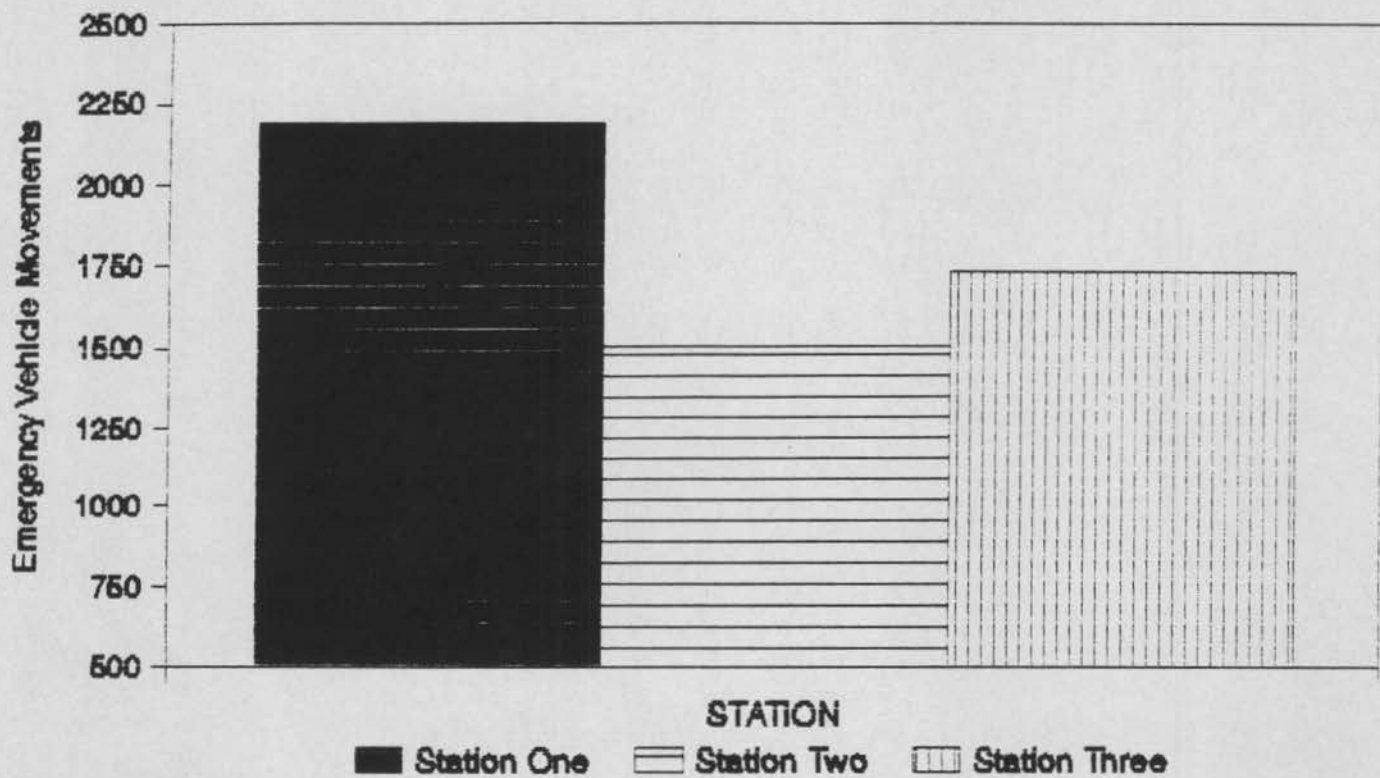

Dennis A. Dubois, Deputy Chief - Operations

FIVE YEAR COMPARISON OF FIRE/AMBULANCE CALLS ANSWERED BY THE RED DEER FIRE DEPT



Compiled From Fire Department Records

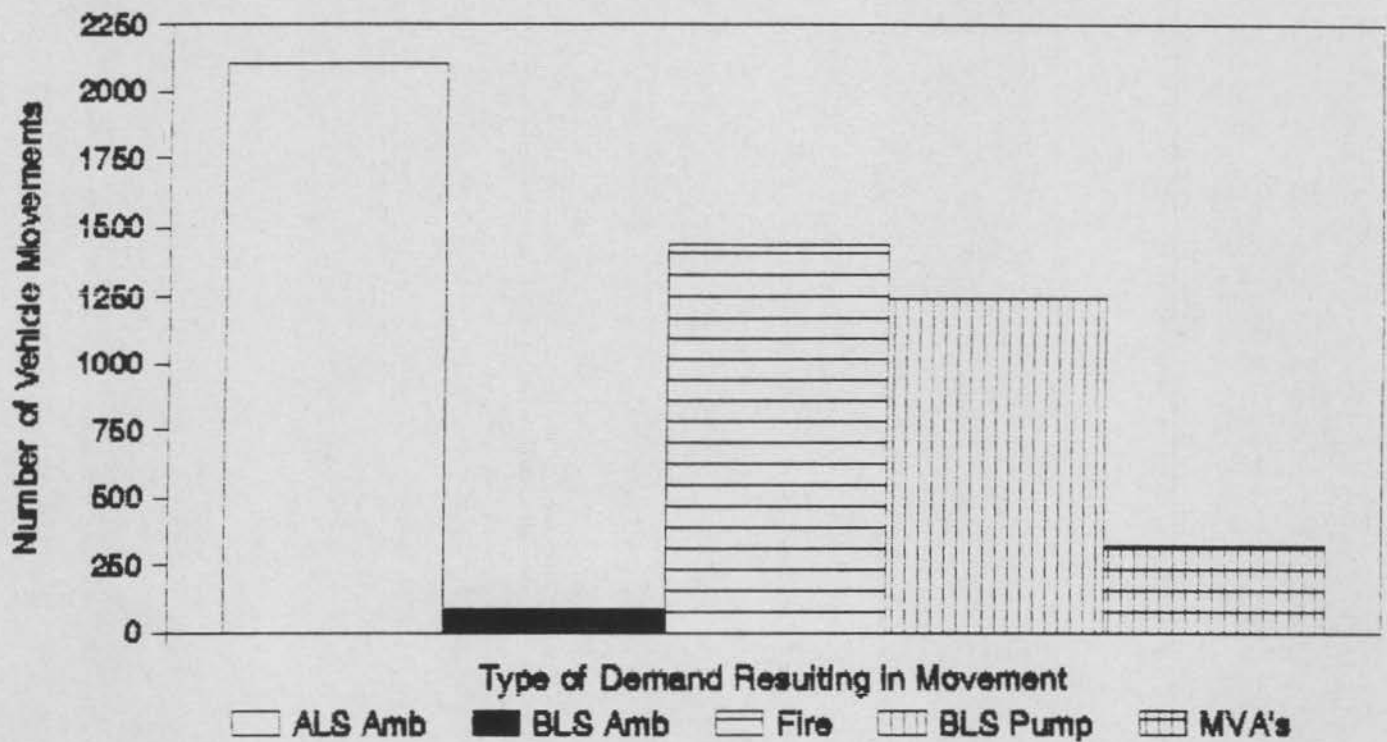
1990 EMERGENCY VEHICLE MOVEMENTS BY STATION



Compiled From Fire Department Records

Emergency Vehicle Movements

During 1990



Derived From Fire Department Records



**REPORT ON
TRAINING
AND
RESEARCH
COMPLETED IN
1990**

Fire Chief Oscroft
Red Deer Fire Department

I am pleased to submit the following report, detailing all Fire Department personnel training conducted during 1990.

IN SERVICE TRAINING PROGRAMS

Monthly training bulletins and subject guides were distributed to all platoons to ensure a continued upgrading and review of the many facets of fire fighting.

The Fire Department instructors follow standardized department lesson plans to ensure continuity. Emphasis is placed on new procedures as well as situations which pose ever increasing hazards to the fire fighter and the community.

Records of all in service, specialized and related training for fire fighter EMT-Ps and EMT-As, officers, inspectors and dispatch operators are compiled. These subjects are listed under the following general headings.

All tools and equipment, apparatus and pumps, chemistry of fire behavior, communications, dangerous goods, driving and practice, extinguishers, fire streams, hydraulics, mathematics, forcible entry and building construction, fire prevention - arson evidence, flammable liquids, L.P.G., natural gas, fire suppression hazards - fire fighting and hazardous chemicals and materials, installed building systems, standpipes, sprinklers etc., hose and evolutions, officership, preplaning tactics and familiarization tours, protective breathing equipment, public relations and personal conduct, rescue ropes and knots, safety, salvage and overhaul, ventilation, water supply, streets and hydrants.

Continuing education categories for emergency medical services training and review are listed under the following general headings.

Patient assessment, ortho, splinting and spinal, medical emergencies, Obs/Gyn, pediatrics, extrication and emergency equipment, emergency driving and transport, cardiac emergencies, ethics/legal, psychiatric/stress, hypothermia/hyperthermia, burns, shock/mast and entonox, refresher courses, instruction of courses, meetings and conventions and ambulance/equipment familiarization.

Provincial Fire Training College Courses-Vermilion

1. Fire Officer C-5 (November 1990)
Fire fighting strategies and tactics
1 Lieutenant enrolled, 40 man hours
2. Inspection and Public Education (October 1990)
4 Lieutenants enrolled, 160 man hours
3. Alberta Building Code and Standards (October 1990)
1 Inspector IV enrolled, 40 man hours
4. Introduction to the Alberta Fire Code (October 1990)
1 Inspector IV enrolled, 40 man hours
5. Instructional Methodology III (October 1990)
1 Inspector IV/1 Lieutenant enrolled, 80 man hours

FIRE INSTRUCTOR SEMINAR AND WORKSHOP

This was a three day seminar held in Banff, Alberta and was attended by the Deputy Chief/Training. There were a number of hands-on work shops on various training instructor evolutions and techniques.

SPECIALIZED TRAINING

(FIRE SUPPRESSION/RESCUE/HAZ-MAT)

1. Vehicle Extrication Level 1 (June 1990)
Red Deer College
8 fire fighters enrolled, 2 days/192 man hours
2. Dangerous Goods Emergency Site Management, Edmonton
(January, April, May, November 1990)
5 Captains enrolled, 4 day course, 160 man hours
3. Dangerous Goods Orientation Course, Edmonton
(May, September 1990)
3 Lieutenants enrolled, 3 days, 72 man hours
4. Advanced Emergency Driving Skills
Red Deer College (May 1990)
6 Fire Fighters enrolled, 2 days, 71 man hours
5. Confined Space/High Angle Rescue
Alberta Gas Ethylene, Joffre (April 1990)
2 Lieutenants enrolled, 3 days, 48 man hours
6. H2S Course, Red Deer Fire Department
Station 3 Classroom (June 1990)
34 fire fighters enrolled, 2 days, 544 man hours
7. Amoco Safety Train, Calgary (June 1990)
16 Officers enrolled, 1 day, 128 man hours

8. Air Brake Course, Red Deer College
(August, September 1990)
12 fire fighters enrolled, 3 days, 288 man hours
9. Hazardous Materials Unit 1-1
Red Deer Fire Department (November, December 1990)
Familiarization and training of special equipment
Approximately 2,200 man hours to end of December
10. H2S Instructors Course, Calgary (November 1990)
1 fire fighter enrolled, 2 days, 16 man hours
11. Fire Officer Correspondence Course
International City Management Association, New York
(June 1990)
5 Officers enrolled, approximately 200 hours of study
to achieve a certificate.
Twenty-three Officers have completed this course.
12. Self Contained Breathing Apparatus, Recertification
Course, Edmonton (July 1990)
1 mechanic, 8 man hours

EXTENSION COURSE FROM PROVINCIAL FIRE COLLEGE

1. Fire Officer C-5 (January 1990)
Fire Fighting Strategy and Tactics
15 members enrolled, 600 man hours
2. Fire Officer C-10 (February 1990)
Human Relations and Management
16 Officers enrolled, 640 man hours
3. Fire Service Office (December 1990)
Instructional Methodology E-1
15 Officers enrolled, 480 man hours
4. Fire Fighter Part I (November 1990)
Basic Fire Fighter Techniques
20 fire fighters enrolled, 800 man hours

These courses were provided in-house at Station 3.

SPECIALIZED TRAINING
EMERGENCY MEDICAL SERVICES PROGRAMS

1. Basic Trauma Life Support Course
In-House Red Deer Fire Department (January 1990)
22 EMT-Ps/EMT-As, enrolled, 720 man hours
2. CPR Instructors Course (January 1990)
St. John's Ambulance, Red Deer
1 fire fighter EMT-A, 24 man hours
3. Advanced Cardiac Life Support
Monitoring Instructors Course, Stettler (February 1990)
1 fire fighter EMT-P, 8 man hours
4. Critical Incident Stress Workshop
Edmonton (February 1990)
4 fire fighter EMT-As enrolled, 160 man hours
5. Advanced Cardiac Life Support/Basic Trauma Life Support
Instructors Course, Edmonton (April 1990)
1 EMT-P, 1 EMT-A enrolled, 48 man hours
6. Emergency Medical Services Interphase 90,
Edmonton (May 1990)
2 EMT-Ps, 2 EMT-As and 2 dispatch operators enrolled
194 man hours
7. High Risk Obstetrics Exam
In-House Red Deer Fire Department
All EMT-Ps/EMT-As, 64 man hours
8. Advanced Cardiac Life Support/Basic Trauma Life Support
Coordinators Course, Grant McEwan College, Edmonton
(June 1990)
2 EMT-Ps enrolled, 24 man hours
9. Emergency Medical Protocol Training
In-House Red Deer Fire Department (September 1990)
All fire fighter EMT-Ps/EMT-As, 370 man hours
10. Emergency Medical Pediatrics Emergencies
In-House Red Deer Fire Department (October 1990)
All fire fighter EMT-Ps/EMT-As, 220 man hours
11. Emergency Medical Services
Interphase, Sask (October 1990)
1 fire fighter EMT-P, 32 man hours
12. Emergency Medical Services, Hospital Orientation Visits
(November, December 1990)
All fire fighter EMT-Ps, 280 man hours

13. CPR Recertification Course
In-House Red Deer Fire Department (November 1990)
All employees, 288 man hours
14. Emergency Medical Services
A.C.L.S. Update Course (November 1990)
6 fire fighter EMT-Ps, 48 man hours

SPECIALIZED TRAINING
FIRE PREVENTION/EDUCATION/ARSON

Courses Held at Vermilion Fire College

1. Course #33-90 (October 1990)
Alberta Building Code and Standards
1 Inspector II, 40 man hours
2. Course #35-90 (October 1990)
Introduction to the Alberta Fire Code
1 Inspector II, 40 man hours
3. Course #37-90 (November 1990)
Instructional Methodology III
1 Inspector IV, 40 man hours

SPECIALIZED TRAINING
COMMUNICATIONS DIVISION

1. Dispatching Seminar (March 1990)
In-House Red Deer Fire Department
6 dispatchers, 144 man hours
2. Emergency Medical Services Priority Dispatching
Calgary (May, September 1990)
5 dispatchers, 120 man hours
3. Emergency Medical Services Interphase 90
Edmonton (May 1990)
2 dispatchers, 64 man hours

In 1990 we targeted in house and specialized training courses for the permanent and relief dispatchers to help them cope with all emergency and non-emergency calls.

TOTAL YEARLY TRAINING HOURS ARE AS FOLLOWS:

Provincial Fire College (Vermilion)	480 hours
Fire Suppression In-Service	3,902 hours
Emergency Medical Services In-Service	2,415 hours
Specialized Training (EMS)	2,480 hours
Specialized Training (Fire)	5232 hours
Specialized Training (Fire Prevention, Education, Arson)	120 hours
Specialized Training (Communications, Dispatching etc.)	328 hours
Total Training Man Hours for 1990	14,957 hours

EXAMINATIONS

A total of eleven reclassification and promotional examinations were written in 1990 with the following breakdown.

Probationary to Third Class	-- 3
Third Class to Second Class	-- 2
Second Class to First Class	-- 4
Qualified for Acting Officer	-- 0
Qualified for Acting Platoon Chief	-- 0

The Department is continually endeavoring to keep abreast of improved training methods and techniques in both the fire and ambulance service. However, as mentioned in past Annual Reports what is really lacking in the program are facilities for practical drills. In the past we have improvised using streets, parking lots and houses slated for demolition.

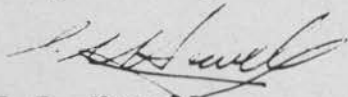
The Red Deer Fire Department wishes to express their appreciation to Gary Steen, who so kindly offered his old house to the Red Deer Fire Department, to practice new fire fighting techniques using positive pressure ventilation fans, 1 3/4" attack lines versus 1 1/2" lines, new style attack nozzles and the new one hour 4500 II breathing apparatus, opposed to the 1/2 hour breathing apparatus etc.

In return for these practices, the Red Deer Fire Department completely burnt the old house to the ground.

In order to adequately train fire fighters in ladder drills, upper level rescue, high building hose advancement, fire suppression and rescue; we require suitable structures to actually do these drills. The earmarking of land identified and evaluated adjacent to the Wastewater Treatment plant as a future training ground is imperative. The addition of this type of facility would ensure that department personnel are competent in all types of emergency situations.

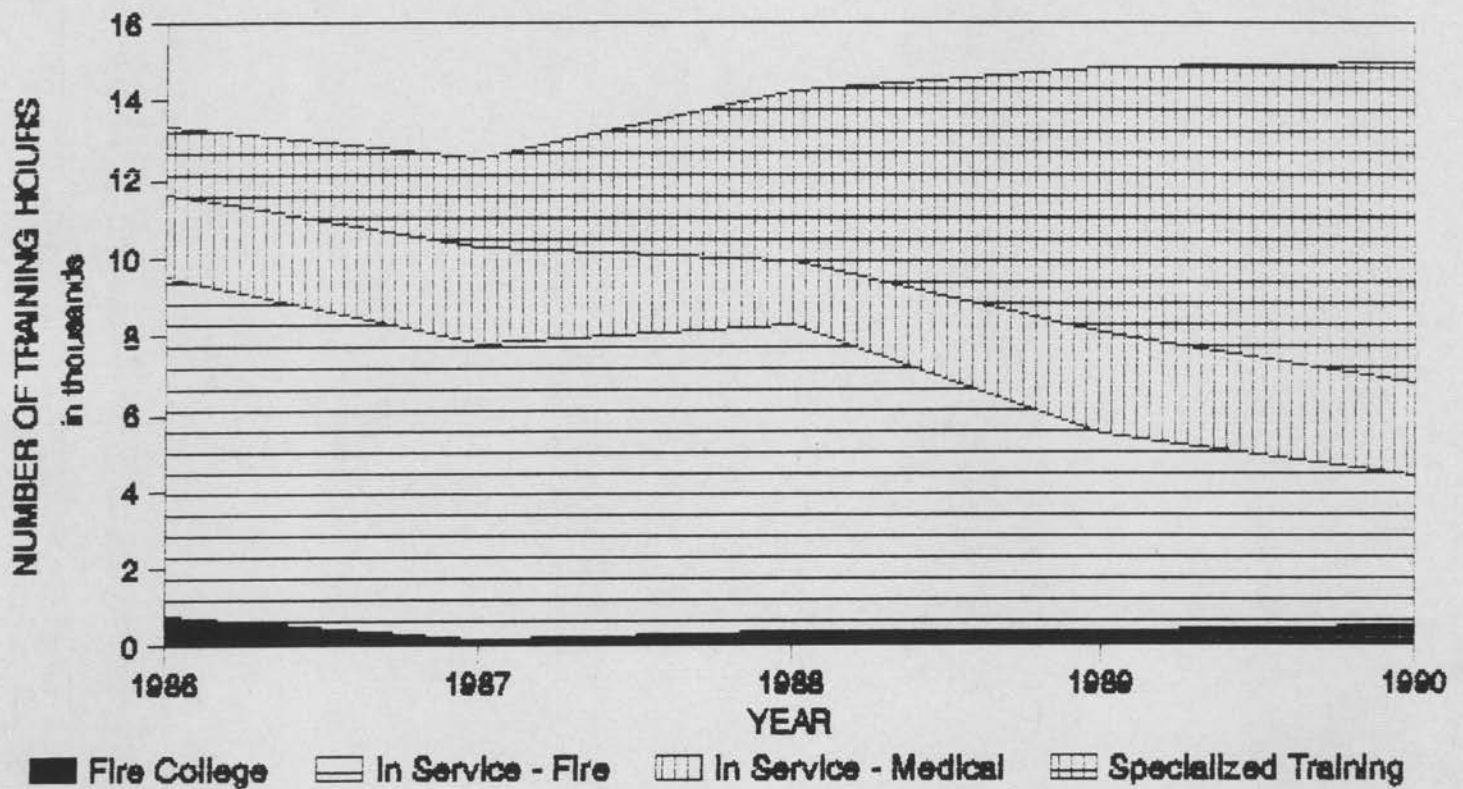
I wish to express my appreciation to the other City Departments as well as to the Chief Officers, and the Officers and men for the assistance and cooperation I received in 1990.

Respectfully submitted,

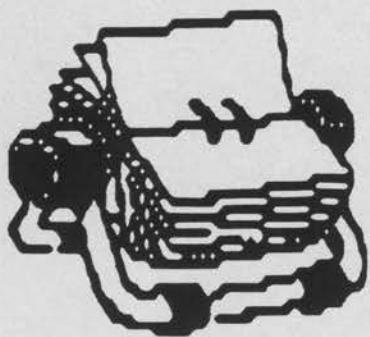


E.C. Howell
Deputy Fire Chief/Training & Research

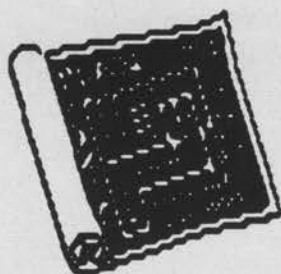
TOTAL FIRE DEPARTMENT TRAINING IN HOURS FIVE YEAR COMPARISON



Compiled From Fire Department Records



**ACTIVITIES
OF THE
FIRE PREVENTION
BRANCH
IN
1990**



I am pleased to submit the following report on the operations of the Fire Prevention Bureau for 1990.

The number of fire investigations increased in 1990, however, our annual fire loss in dollar value decreased over 1989.

The Learn Not to Burn Program within the school systems was expanded for the 90-91 school year. This program has proven to be successful and hopefully will be a part of the regular school program in the near future.

The theme for Fire Prevention Week was "Hunt for Home Hazards". Excellent media support and static displays made Fire Prevention Week a success. This theme has been used for the entire year.

Fire Suppression crews conducted the Home Survey program during the month of October with a total of 884 homes being contacted. This has proven to be a good public relations program between Red Deer Emergency Service and the general public.

The educational booth at "Home Show 90" was very well received by the public. It is felt that very good results are achieved at this function. Public participation and general interest in home safety was excellent with many hours spent speaking with the public.

Under the direction of Fire Prevention personnel, fire crews completed area water flow calculations throughout The City. This information has proven valuable to Fire Suppression, Public Works, and design engineers. Fire fighters are now aware of the available water for fire fighting in any given district. Public Works can now design and upgrade water supply systems within The City. Building design engineers rely on this information to design sprinkler systems, standpipe and hose systems, and external water supplies for fire fighting as per Alberta Building Code requirements.

The program to locate and identify all the dangerous goods locations within The City should be completed by mid summer. Once this program is completed the apartment building fire inspection program will start again. It has been noticed that without regular inspections being conducted in apartments, the building safety requirements are not being complied with.

All members of Fire Prevention attended courses and seminars relating to fire prevention, public education and fire investigations. A total of 793 hours were spent on training this past year in keeping abreast of the changes in procedures and codes.

The commercial and industrial building construction remained the same as the previous year. As we do not check residential plans (single family to four plex), the plans inspected remain approximately the same as 1989 figures.

The annual "Hazardous Household Waste Roundup" was held in conjunction with the City Engineering Department. Judging from the amount of hazardous waste collected, this program was very beneficial to the citizens of Red Deer.

In 1990 there were no fire deaths and only two minor fire related injuries.

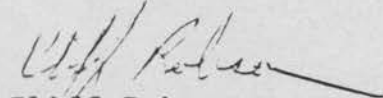
Fire loss for the year was \$1,060,760, with \$400,000 of the loss sustained in the Sacred Heart Church fire. Total risk in which fire occurred was \$79,308,900. The 1990 fire loss is considerably lower than the 1989 loss of \$1,778,555.

Inspections, the issuance of dangerous goods permits, and orders and/or charges laid are all considerably higher than in 1989.

The following is a summary of inspections, investigations, enforcement and other related activities conducted by the Fire Prevention Bureau in 1990.

I wish to offer a special thanks to Administration, members of my staff, Fire Suppression, Building Inspections, and all other City Departments and staff for their support and cooperation in the past year.

Sincerely,



Cliff Robson
Fire Marshal

FIRE PREVENTION WEEK
HOME SURVEY RESULTS
CONDUCTED IN FALL OF 1990

CHART I

TOTAL NUMBER OF HOMES SURVEYED:	884	
	YES	NO
DO YOU HAVE A SMOKE ALARM?	796 (90.05%)	79 (8.94%)
HAVE YOU TESTED YOUR SMOKE ALARM LATELY?	589 (66.63%)	201 (22.74%)
DO YOU HAVE THE APPROVED BATTERY FOR YOUR ALARM?	607 (68.67%)	118 (13.35%)
DO YOU HAVE A FIRE EXTINGUISHER IN YOUR HOME?	448 (50.68%)	419 (47.40%)
DO YOU HAVE A HOME FIRE ESCAPE PLAN?	391 (44.23%)	474 (53.62%)
HAVE YOU PRACTICED IT?	215 (54.99%)	176 (45.01%)
DO YOU WISH A HOME INSPECTION AT THIS TIME?	152 (17.19%)	575 (65.05%)

FIRE PREVENTION BUREAU
INSPECTION AND ROUTINE ACTIVITIES

CHART II

	NUMBERS	HOURS
Inspections (inspections, re-inspections, complaints, research, writing)	2,795	2,514.5
Buildings Under Construction Inspected	298	201.5
Fire Drills Conducted	10	12
Lectures, Films, Demonstrations	74	164.75
Investigations-Fire, Fumes, Vehicles	108	170.25
Dangerous Goods - Research & Investigation	67	80.75
Appointments/Meetings	370	687.5
Underground Tankage and Plumbing Tested	28	32
Permits Issued - Burning	95	11.5
- Dangerous Goods	305	23
- Occupancy	242	155.25
Building Pre-Plans Checked	33	45.5
Building Plans Checked	148	185
Orders and/or Charges	235	297
Education		251.5
Attendance at Courses and Seminars	36	546.5
Office Routine		404
Learn Not to Burn Program	46	79
Testing Hydrants	117	184.5
Other Related Duties	364	543
Training(Fire Fighters)	9	19.5
Place Assembly-Evening Checks	30	7
TOTALS	5,410	6,615.5

CAUSES OF FIRES IN 1990

CHART III

Incendiary/Arson, Suspected Arson, Mischief	16
Child Playing with Matches	39
Extension Cords	0
Fixtures	0
Clothes Dryer	1
Candle	1
Chemical Reaction	0
Cleaning with Gas	1
Contact Cement-Paint Thinner Fumes	0
Fail to Control Open Fire	2
Roofing Tar Fire	0
Vehicle Fire in Building	1
Collision/Upset	0
Catalytic Converter	0
Abuse of Vehicle	0
Miscellaneous	5
Careless Smoking	6
Careless Grass & Rubbish Burning	0
Chimneys	2
Furnaces/Heaters	2
Stoves	0
Construction Heaters	0
Electrical - Wiring	9
- Appliances	8
- Motors	8
Spontaneous Ignition	1
Gasoline (leak or spill)	0
LPG	2
Miscellaneous Inflammables	0
Combustibles Near Heat	2
Torches - Plumber/Welder	1
Natural - Lightning	0
Thawing Operations	0
Fire Works/Explosion/Friction	0
Bar-be-cue	0
Re-ignition	1
Cooking Fires	26
Mechanical Failure	22
Exposure	1

FIRE PREVENTION BUREAU ANNUAL REPORT

YEAR TO DATE RISK/LOSS

CHART IV

	YTD RESPONSES	YTD RISK	YTD LOSS
<u>ASSEMBLY:</u>			
Amusement, Recreation Place	0		
Eating Establishments	4	\$22,025,000	\$ 20
Schools, Colleges, Dormitory	1	\$ 6,000,000	\$ 200
Social, Sports, Clubs, Halls	0		
Theatre, Studio, Auditorium	1	\$ 2,500,000	\$ 0
Church, Court Room, Funeral Parlor	1	\$ 3,000,000	\$ 400,000
<u>INSTITUTIONAL</u>			
Home for Aged, Child Care	0		
Hospital, Clinic, Sanatorium	0		
Remand Centre/Custodial Home	1	\$ 225,000	\$ 1,200
<u>RESIDENTIAL</u>			
One & Two Family Dwellings	36	\$ 4,715,000	\$ 250,350
4-Plex	1	\$ 75,000	\$ 1,250
Apartments-Low Rise	24	\$21,204,500	\$ 65,820
-High Rise	1	\$ 4,000,000	\$ 0
Hotel, Inn, Lodge, Motel	7	\$10,425,000	\$ 53,650
Mobile Home	0		
Rooming, Boarding, Lodging, Dorm.	0		
Garages	1	\$ 20,000	\$ 2,000
Row Housing/Condominiums	2	\$ 2,100,000	\$ 15,500
<u>BUSINESS & PERSONAL SERVICES</u>			
Beauty Parlour	0		
Offices	0		
Banks	1	\$ 1,000,000	\$ 100
<u>MERCANTILE</u>			
Food & Beverage Sales	0		
Furniture, Hardware, Appliances	0		
Motor Vehicle, Boat Sales/Service	0		
Recreation, Hobby Supplies	0		
Laundry, Repair Shop, Dry Cleaners	0		
Textile, Wearing Apparel Sales	1	\$ 120,000	\$ 0
Books, Newspaper, Drug, Spec. Sale	0		
Department & Variety Stores	0		

	YTD RESPONSES	YTD RISK	YTD LOSS
<u>INDUSTRIAL & MANUFACTURING</u>			
Wood, Furniture, Printing	0		
Metal & Metal Products,			
Electrical Appliances	0		
Food Processing	0		
Heavy Machinery	0		
Oilfield Services, Supplies & Equip	0		
Agricultural Products	0		
Repair Shop & Gas Station	1	\$ 250,000	\$ 500
Spray Painting Shop	1	\$ 625,000	\$ 1,300
Cement, Glass, Pottery Manufact.	0		
<u>INDUSTRIAL STORAGE</u>			
Vehicle Parking	0		
Flammable Liquids/Gases/Petroleum.	0		
Chemical/Petroleum/Paints/Plastics	0		
<u>MISCELLANEOUS PROPERTIES</u>			
Laboratory	0		
Communications	0		
Warehouse	0		
Outbuildings	5	\$ 11,300	\$ 2,800
Utility Services	0		
Under Construction/Demolition/ Vacant	0		
Recreation Shelter/Equipment	2	\$ 1,500	\$ 1,200
<u>TRANSPORT VEHICLES & EQUIPMENT</u>			
Automobiles	29	\$ 79,900	\$ 38,850
Trucks-General	8	\$ 53,500	\$ 46,100
Buses	1	\$ 300,000	\$ 200
Motorcycles	0		
ATV's/Snowmobiles	0		
Industrial or Commercial Trailers	2	\$ 180,000	\$ 2,800
Rail Transport & Equipment	0		
Recreation Trailers	0		
Special Veh-Watercraft/Aircraft	0		
Trash Compactor	1	\$ 175,000	\$ 175,000
<u>OUTDOOR PROPERTY</u>			
Trash	26	\$ 200,000	\$ 0
Brush, Grass, Ground Fires	61	\$ 0	\$ 0
Fences and Poles	2	\$ 300	\$ 50
Commercial Garbage Containers	25	\$ 6,000	\$ 450
Bus Shelter	3	\$ 16,500	\$ 1,200

	YTD RESPONSES	YTD RISK	YTD LOSS
<u>MISCELLANEOUS FIRES</u>			
Bar-be-cue	5	\$ 400	\$ 220
TOTALS		\$79,308,900	\$1,060,760

PUBLIC ASSISTANCE - RESPONSES REQUIRED

Gas Spills	36
Investigate Odor/Smoke	76
Power Lines Down	1
Sprinkler Alarm	0
Dangerous or Hazardous Goods Spills	8
Motor Vehicle Accidents	165
Broken Gas Lines	1
Frozen/Broken Water Pipes	4
Lock Out	1
Miscellaneous Service Calls	29
Remove Smoke/Water	0
Rescue/Boat Rescue	6
Crash Rescue Response	1
False Alarms-Deliberate	18
Cancelled Incidents	15
Firefighting Services Not Required	27
Medical Aid Not Required	0
False Alarms-Cause Unknown	164

GEORGE WILBERT SMITH SCHOOL

17 Springfield Avenue
Red Deer, Alberta T4N 0C6
346-3838

February 11, 1991

Mr. Dale Kelly
Fire Prevention Officer
Red Deer Fire Department
Box 5008
Red Deer, Alberta
T4N 3T4

Dear Dale,

On behalf of the staff and students of G.W. Smith School, I would like to express our appreciation for having the materials provided by the Learn Not to Burn program available to us. This year we used this material in conjunction with Fire Prevention Week. After an initial presentation, in which you participated, teachers selected lessons from the program to reinforce specific topics on fire safety. By the end of the week I felt that the total awareness of our school of 350 students to fire safety had been raised considerably.

In previous years I have chosen to include the program in the grade 4 and 5 science programs. I found the material to be most appropriate for the grade levels covered. The topics related not only to the scientific understanding of combustion but to the personal safety and behavior of the children. Supplementary visual aide material was most helpful.

I would support the continued use of this program in our school.

Sincerely,

Glenn Allen

GA:bef

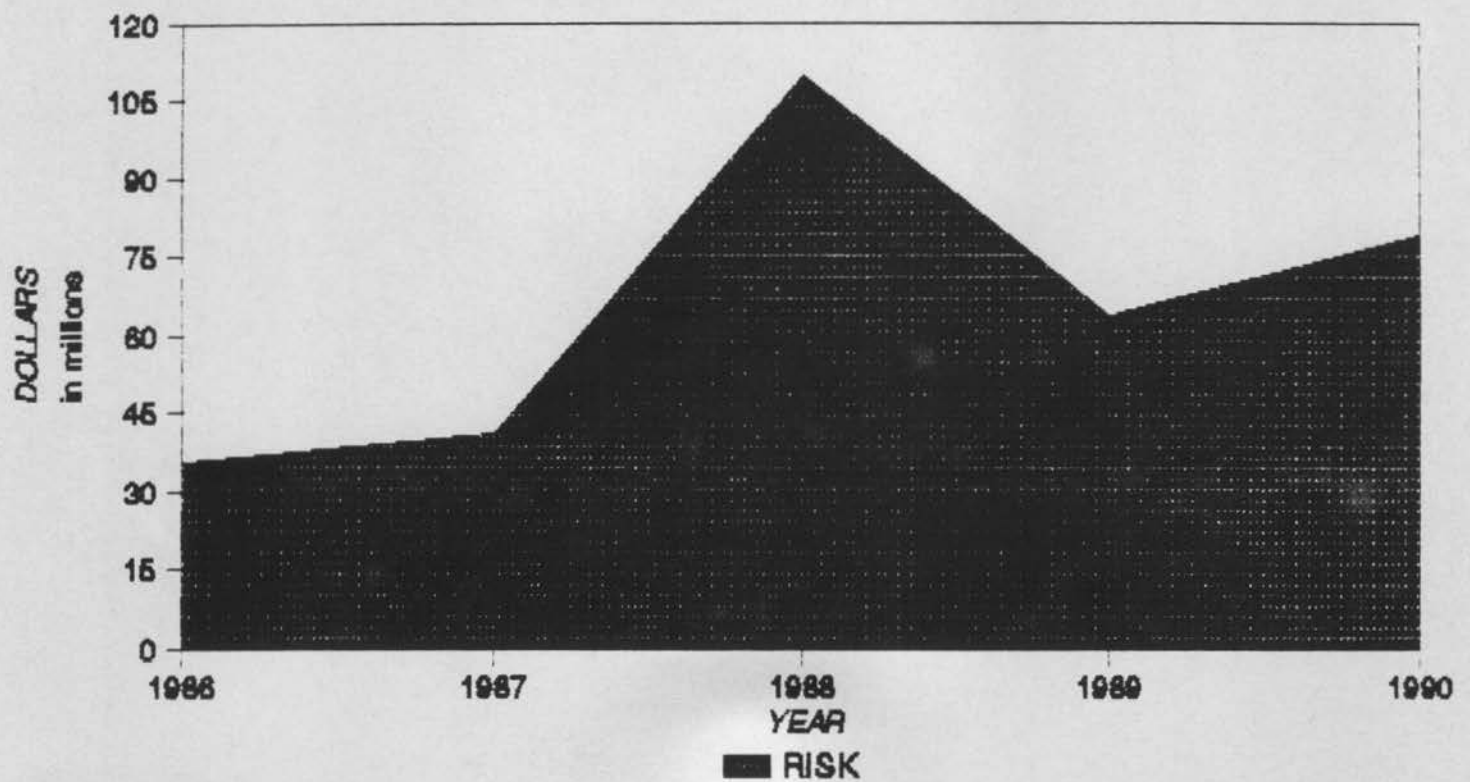


FIRE STATION TOURS CONDUCTED
DURING 1990

DATE	NAME OF GROUP	KINDERGARTENS	SCHOOLS	YOUTH	ADULTS	MANHOURS

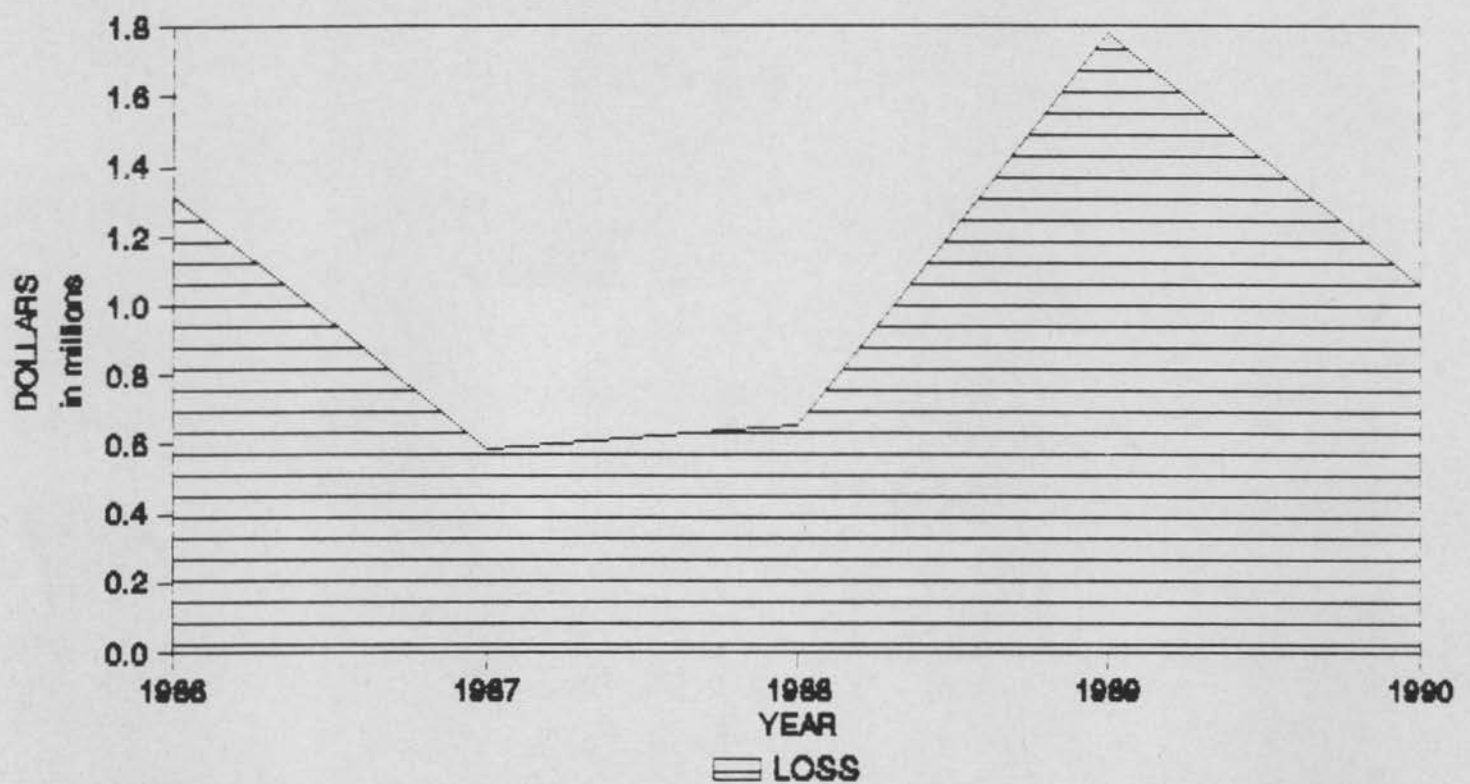
22 January 90	ST. THERESA SCHOOL		22		4	4
23 January 90	ST. THERESA SCHOOL	22			4	3
23 January 90	ST. PATS KINDERGARTEN	22			4	2
23 January 90	ST. PATS KINDERGARTEN	18			2	2
01 February 90	BEAVERS			20	3	2
07 February 90	RIMBEY ECS	18			5	3
07 February 90	RIMBEY ECS	24			5	3
10 February 90	SUNNYBROOK DAY CARE	14			6	1
16 February 90	SUNNYBROOK DAY CARE	12			4	1
	RIVERGLEN KINDERGARTEN	20			6	3
03 April 90	MONTFORT SCHOOL	15			4	
03 April 90	MONTFORT SCHOOL	13			3	
12 May 90	FAMILY			2	2	1
12 May 90	2 BOYS OFF STREET			2		1
02 May 90	ALIX - GRADE 1		20		5	2
01 May 90	PRIVATE GROUP			4	1	1
24 May 90	NORMANDEAU E.C.S.	20			5	2
24 May 90	MOUNTVIEW KINDERGARTEN	20			3	5
31 May 90	MOUNTVIEW KINDERGARTEN	20			4	5
24 April 90	NORMANDEAU ECS	24			5	3
11 June 90	ANDERS ECS	21			3	1
02 June 90	PRIVATE FAMILY	2				1
20 June 90	JOFFRE PLANT				7	1
03 July 90	YMCA			35	5	2
06 July 90	YMCA	10			2	1
27 September 90	90W.P. ECS	16			4	3
27 September 90	90W.P. ECS	19			5	3
28 September 90	90MAN FROM SCOTLAND				2	2
11 October 90	JOSEPH WELSCH BROWNIES	30			5	3
04 October 90	MONTFORT SCHOOL		20		4	2
04 October 90	DAWE E.C.S.	20			5	2
27 October 90	BOYS & GIRLS CLUB			17	3	2
27 October 90	BOYS & GIRLS			17	3	2
25 October 90	ASPEN HEIGHTS KINDERGARTEN	27			6	1
25 October 90	ASPEN HEIGHTS KINDERGARTEN	27			6	2
25 October 90	LOTS OF TOTS KINDERGARTEN	14			3	1
16 October 90	NINTH BROWNIE PACK			26	5	2
04 October 90	MONTFORT SCHOOL		20		4	1
12 November 90	NORMANDEAU ECS	30			10	2
25 October 90						3
20 November 90	NORMANDEAU ECS	30			10	4
21 November 90	BEAVERS		10		3	1
22 November 90	RED DEER PLAYSCHOOL	20			8	2
26 November 90	RED DEER DAYCARE	20			3	3
23 November 90	RED DEER PLAYSCHOOL	20			4	5
23 November 90	RED DEER PLAYSCHOOL	20			6	5
28 November 90	CUB/SCOUTS			12	2	1
		=====	=====	=====	=====	=====
		588	92	135	193	98

**ATTENDANT RISK BY YEAR
TOTAL VALUE OF PROPERTY
INVOLVED BY FIRE**



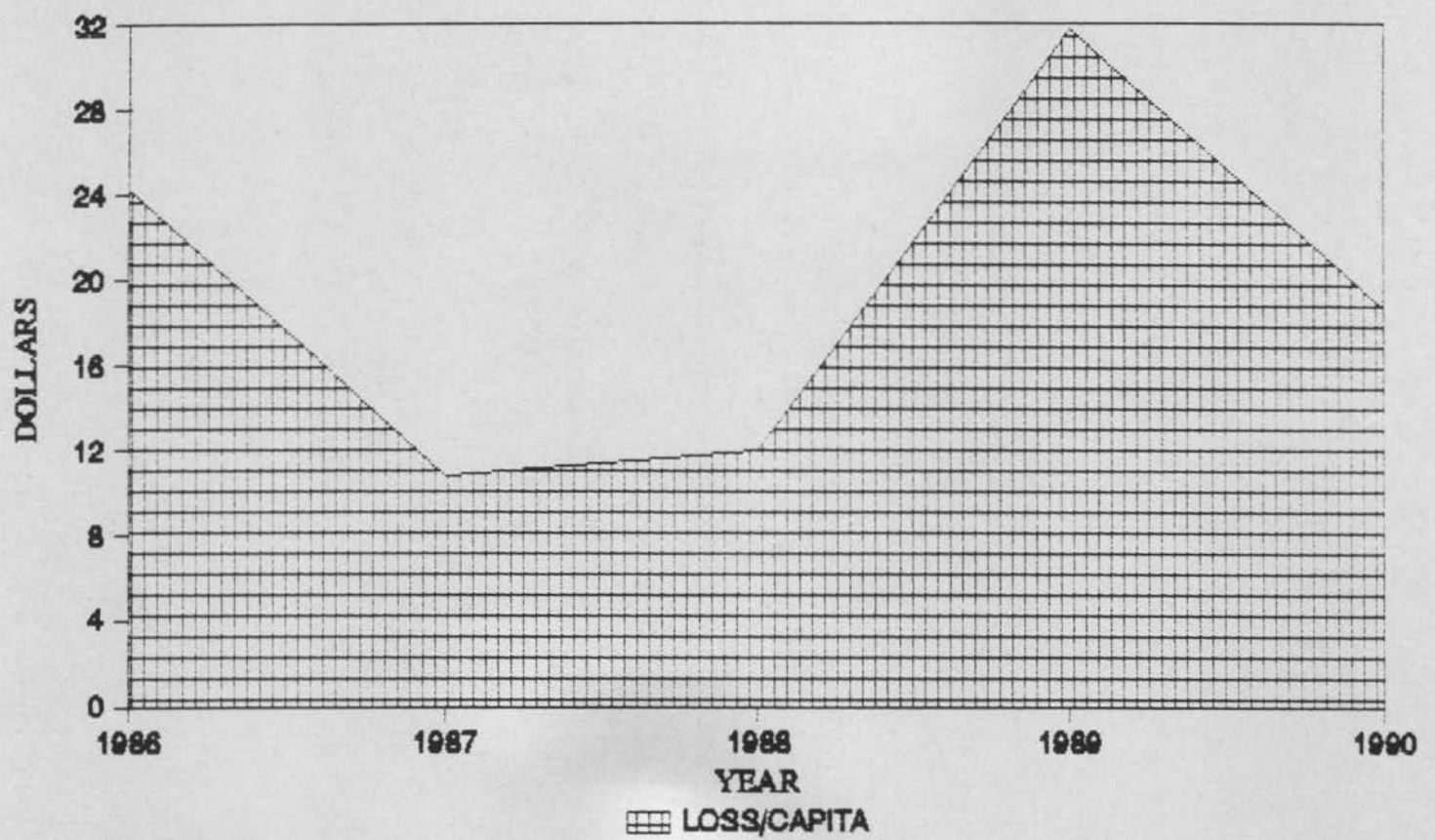
Prepared By The Red Deer Fire Department

**LOSS BY YEAR
TOTAL VALUE OF PROPERTY
LOST DUE TO FIRE**



Prepared by Fred Dyer, Fire Department

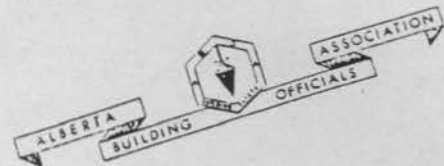
FIVE YEAR SUMMARY OF LOSS PER CAPITA



Prepared By Red Deer Fire Department



*Association of
Canadian Fire Marshals
and Fire Commissioners*





**COMMUNICATIONS
AND
DISPATCH
ACTIVITIES
1990**



The Communications Division represents the Fire Department's first line of contact with the public in a wide variety of emergency and non emergency situations. It is for this reason that considerable emphasis has been placed on the improvement of systems, training and operational procedures directly relating to the Communications Division in 1990. It is the intention of the department to continue with improvements in 1991 and ensuing years.

The Fire Department has an extensive comprehensive Policy and Procedure Manual in place which addresses most situations associated with the operation of the department. These Policies and Procedures were found to be somewhat inadequate with regard to the Communications Division because of the special needs of this area of operations. In an effort to address this deficiency, a special Communications manual was developed in 1990. The manual is a comprehensive document which specifically deals with the special requirements of the branch not covered in the Fire Department Policy and Procedure Manual. The Communications manual was developed in house utilizing a set of guidelines provided by the Association of Professional Communications Officers. All Dispatchers were involved in the development of the manual in order that the needs of those doing the job could be addressed in a positive manner.

The department has implemented a series of ongoing Dispatcher meetings. These meetings create an opportunity for the exchange of ideas, improvements and concerns between department managers and staff members. This affirmative action has proven to be a positive step in the enhancement of the Communications Division.

All Emergency Dispatchers have attended occupation specific training courses in 1990. Four full time communications personnel attended a three day Priority Medical Dispatch training session. This Dispatching system represents the basis of call taking, dispatching and the giving of pre arrival instructions to callers experiencing medical emergencies. The Priority Medical Dispatch system is recognized across North America as the premier medical system. The department is currently developing a similar system relating to fire dispatch. This process will take considerable time to develop, but is seen as a necessary step given the success of the Medical Dispatch system already in place.


In addition to the above noted training session, two Dispatchers attended job specific educational sessions at the Interphase Conference in Edmonton. The attendance at this conference has resulted in new viewpoints and ideas being implemented in the Red Deer Fire Department.

The Canadian chapter of the Association of Professional Communications Officers held their national conference in Edmonton during December of 1990. My attendance at this conference has provided the department with a wealth of information and contacts which will pay long term dividends in the future developments and innovations as they relate to the Fire Departments 911 center.

Councils approval of the funds necessary to install an Enhanced 911 system in 1991 will greatly facilitate the overall efficiency of our operation. It is expected that this important enhancement will allow far greater levels of personnel productivity, reductions in emergency response times and increased levels of information tracking.

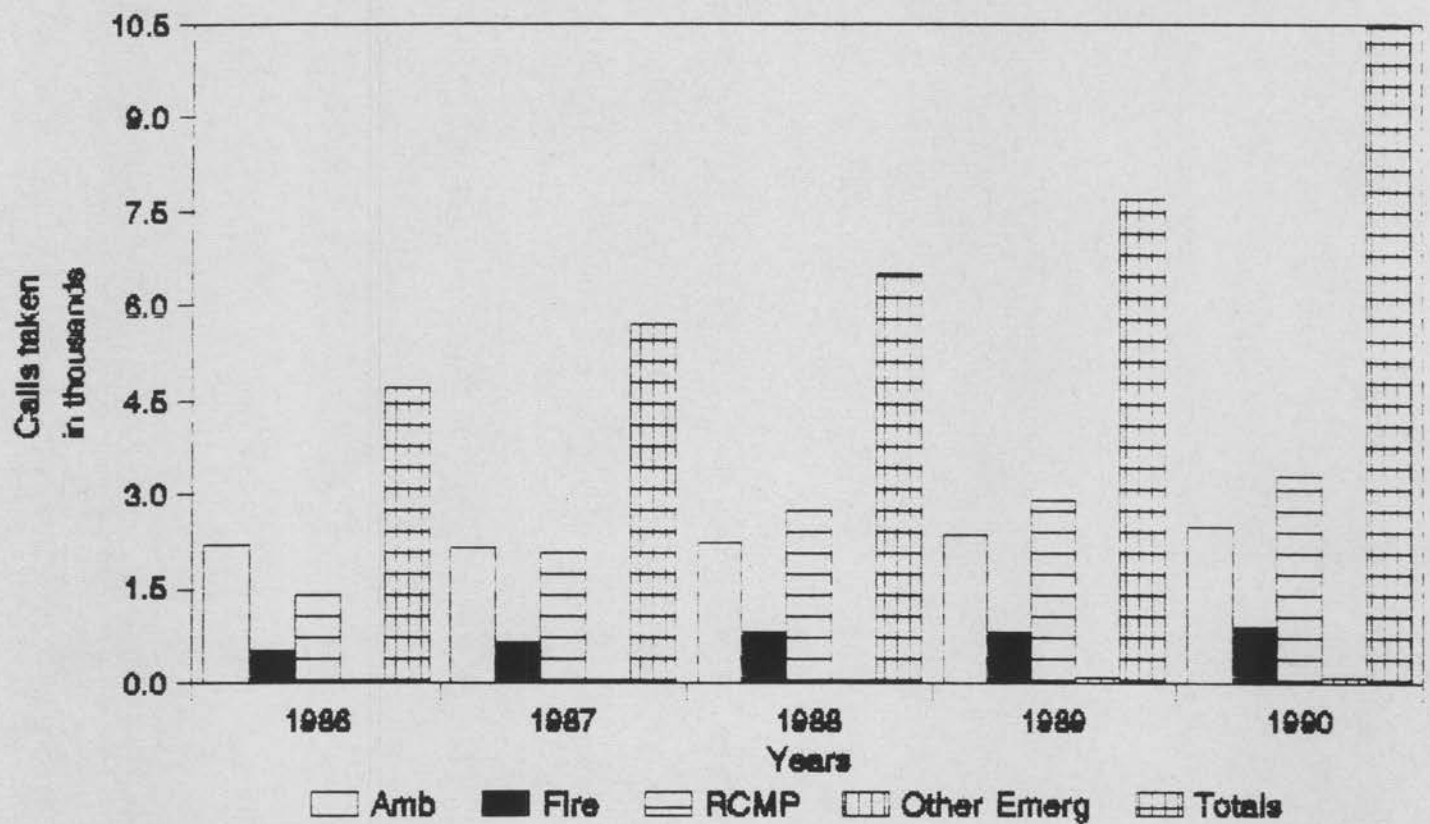
Another area currently under review by the City of Red Deer as a corporate entity and by the Fire Department is the upgrading of radio communications. The Fire Department places a high demand on any radio system. Failure of any radio system has dire consequences in the emergency services field as many communications are life and death situations. In an effort to become well informed and knowledgeable in the current state of radio communication technology, considerable time has been spent by fire administration investigating various systems available. A number of important facts have come to light during this investigation. Most importantly, is the issue of digital radio and the absolute requirement for making provision in any new radio system for easy access to this technology. All indications point to the fact that within five years digital radio will be the only viable alternative to users such as the City of Red Deer. A second important issue relates to the saturation of the radio bands and the difficulty in obtaining frequency allocations in those bands.

These issues and others all point to the adoption of an 800 MHZ trunking radio system for the City of Red Deer.



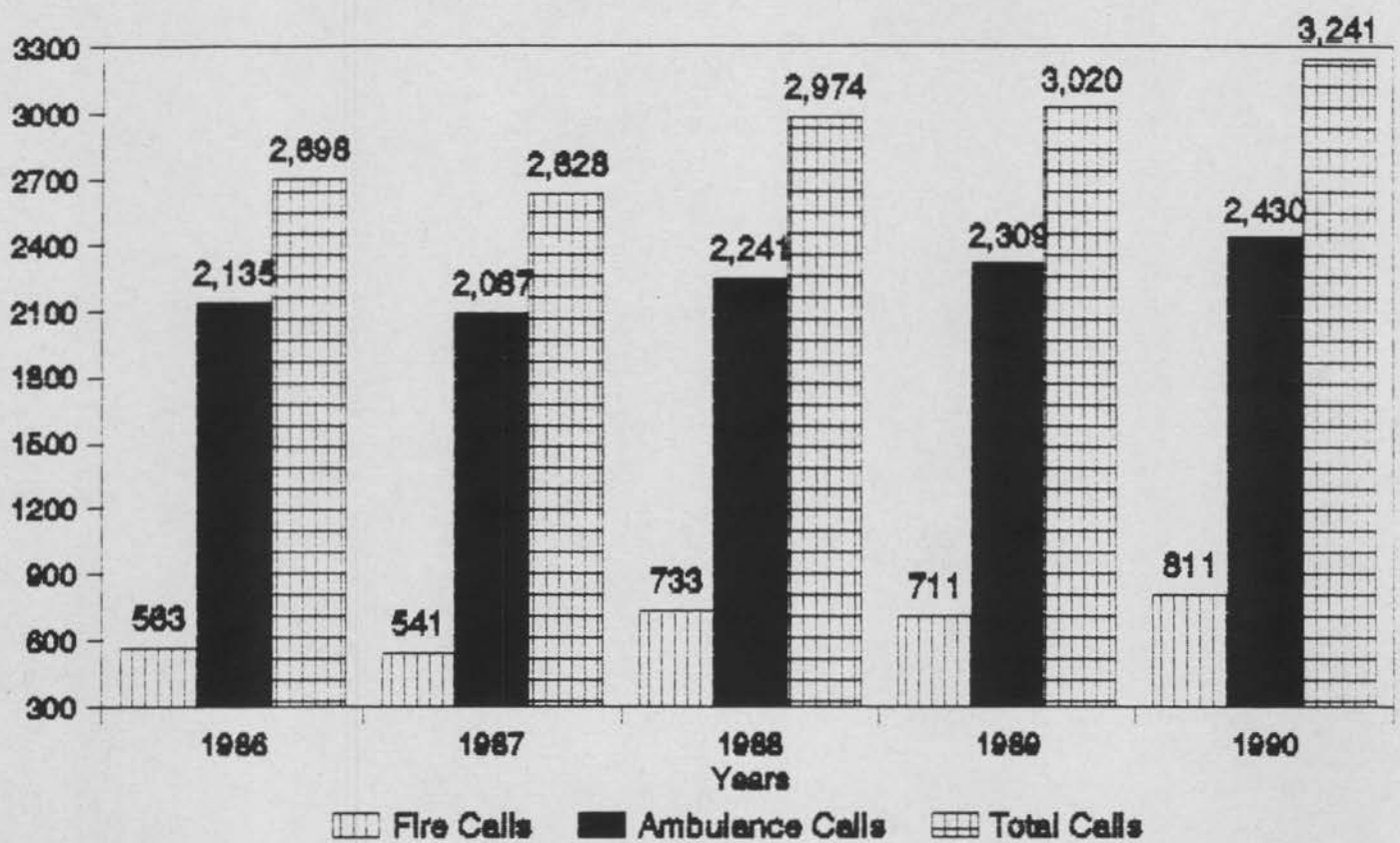
Dennis A. Dubois
Deputy Fire Chief
I/C Operations

COMMUNICATIONS DIVISION CALL ACTIVITY FIVE YEAR SUMMARY



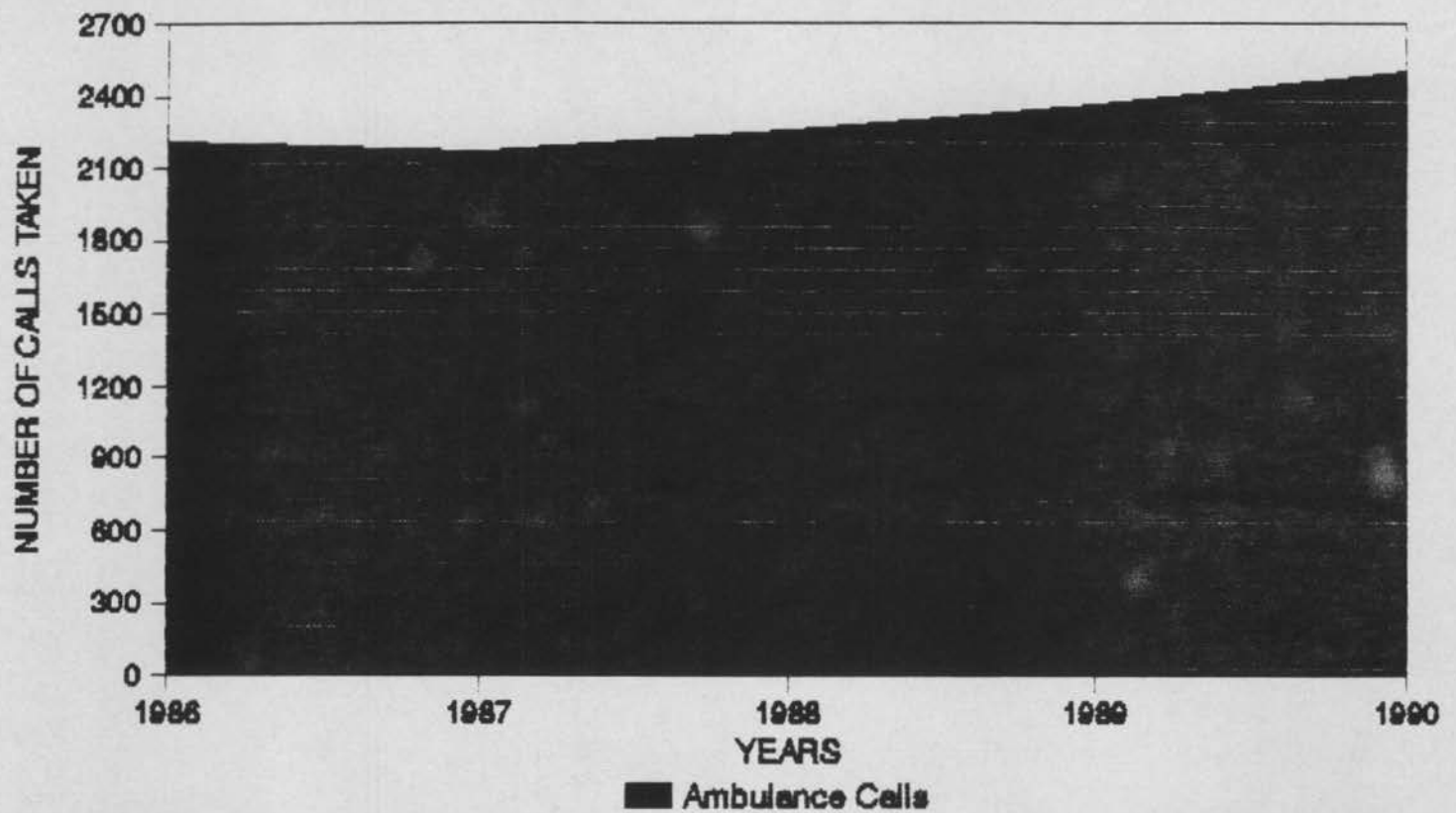
Compiled From Fire Department Records

FIVE YEAR COMPARISON OF FIRE/AMBULANCE CALLS ANSWERED BY THE RED DEER FIRE DEPT



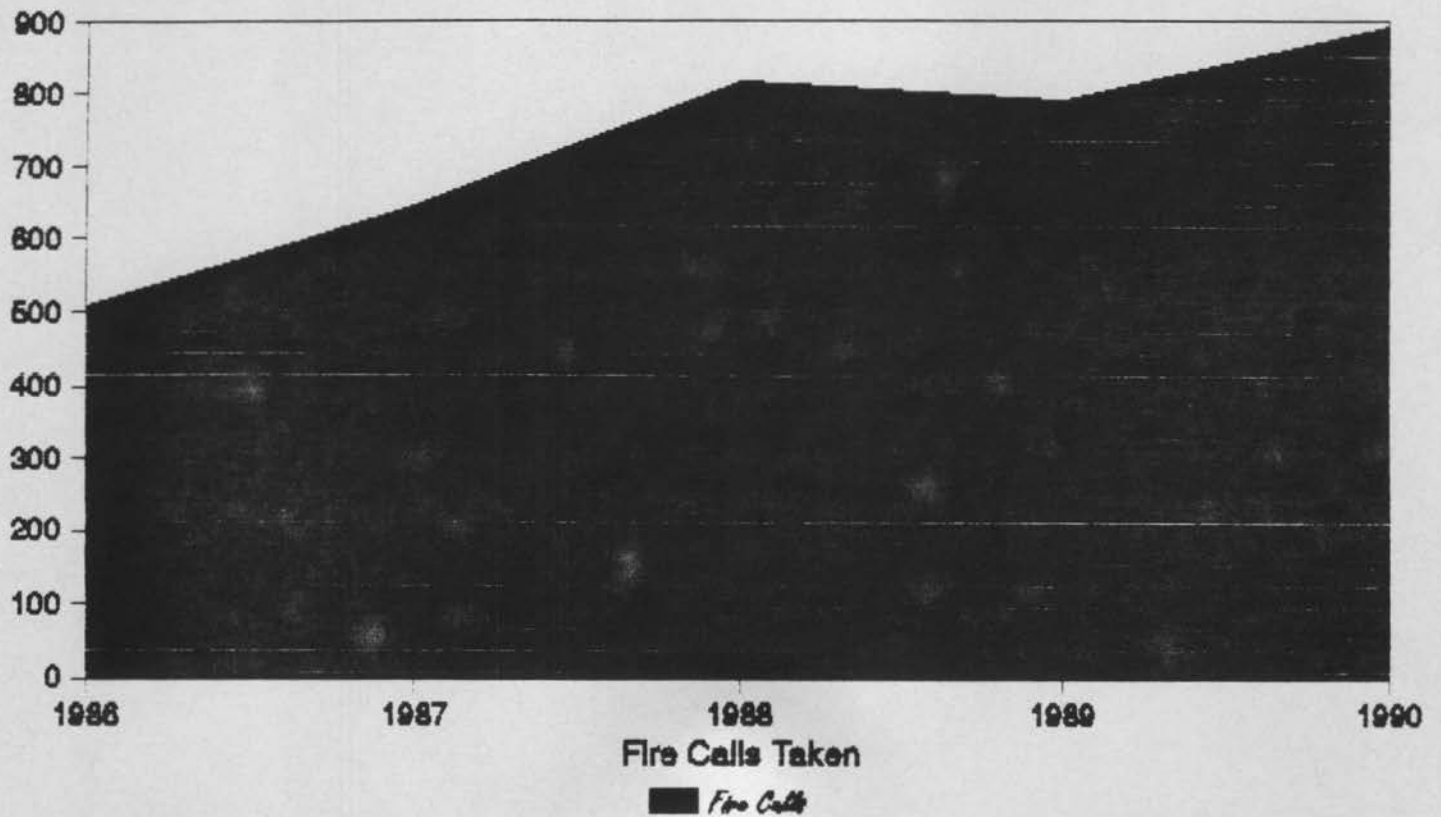
Compiled From Fire Department Records

COMMUNICATIONS DIVISION AMBULANCE CALL ACTIVITY - FIVE YEAR TREND



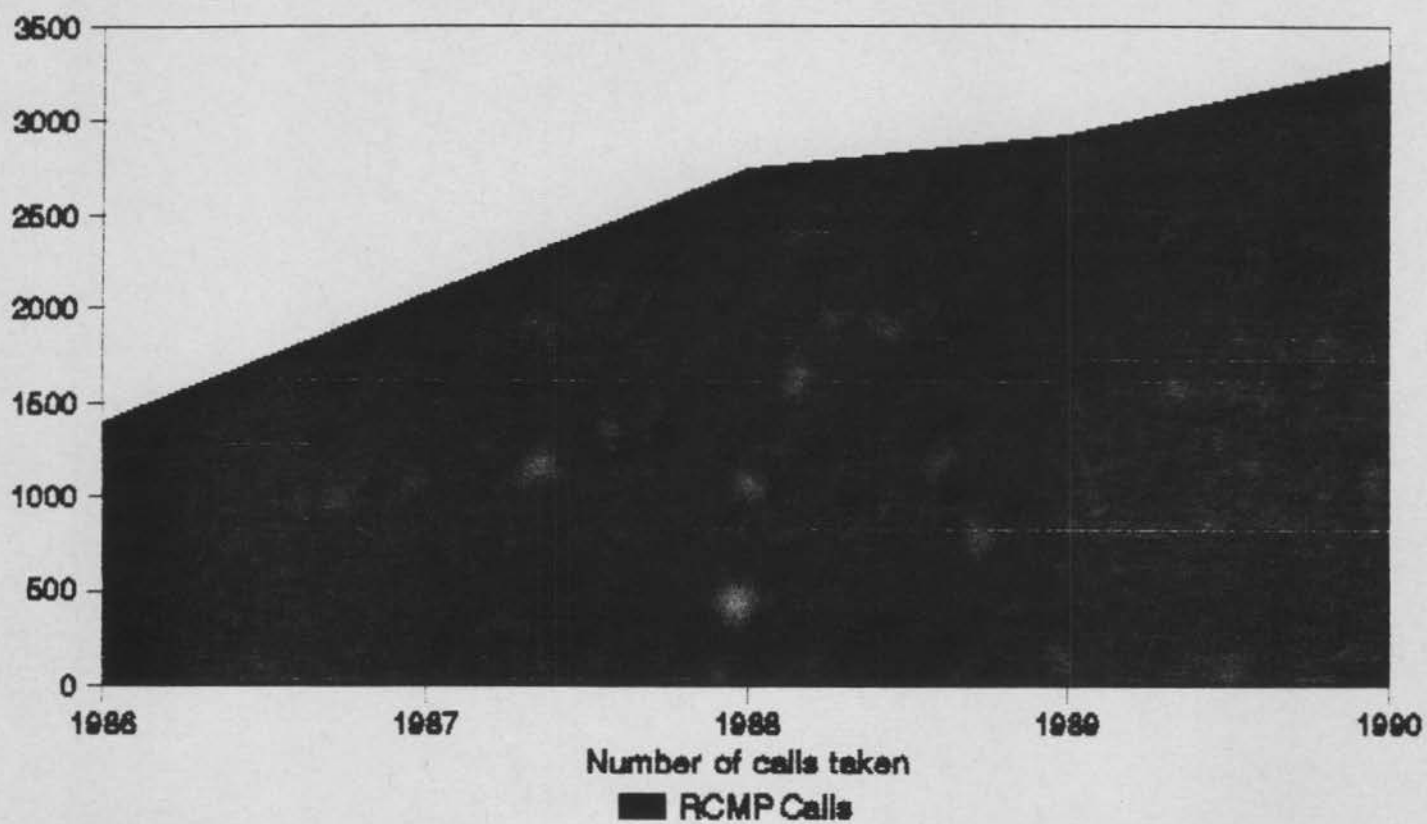
Compiled From Fire Department Records

COMMUNICATIONS DIVISION FIRE CALL
ACTIVITY - FIVE YEAR TREND



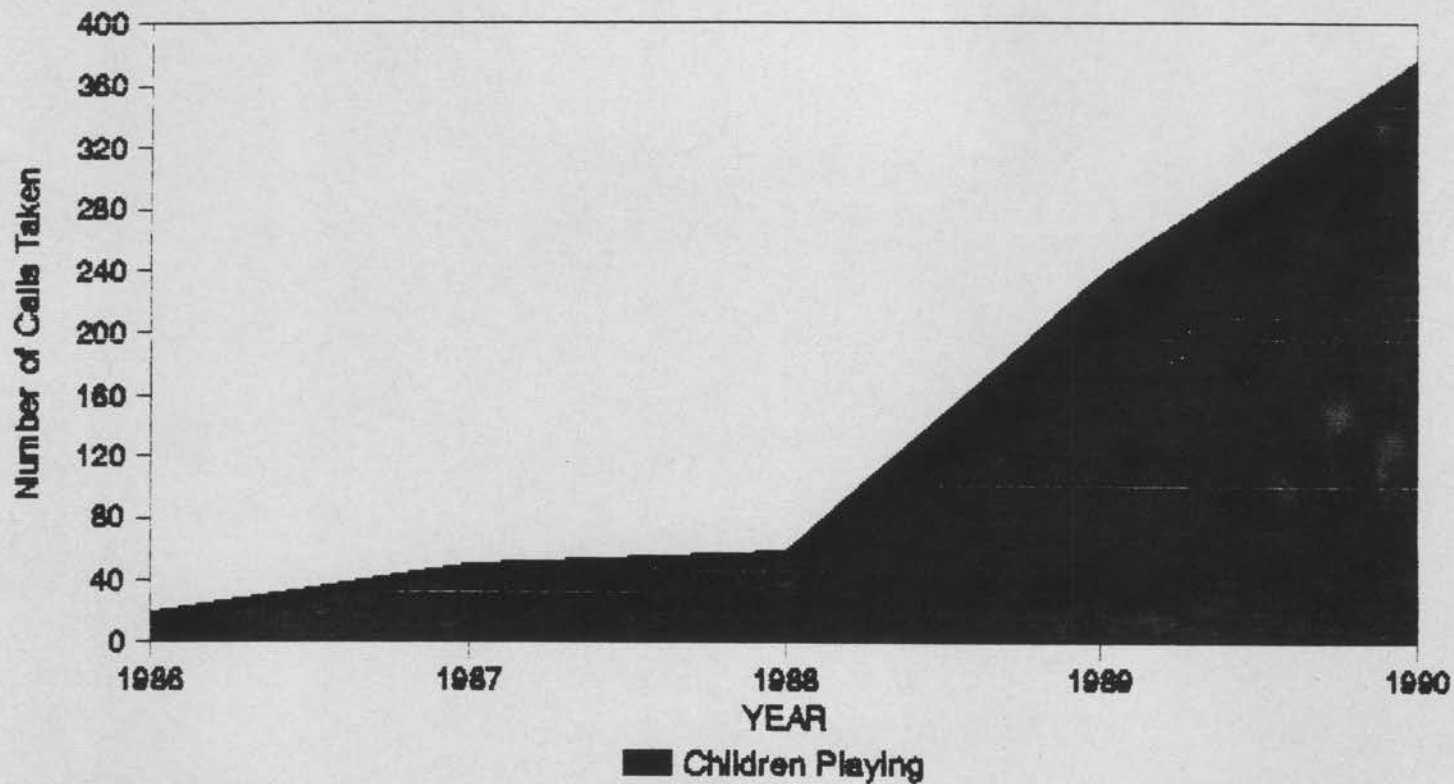
Compiled From Fire Department Records

COMMUNICATIONS DIVISION RCMP CALL
CALL ACTIVITY - FIVE YEAR TREND



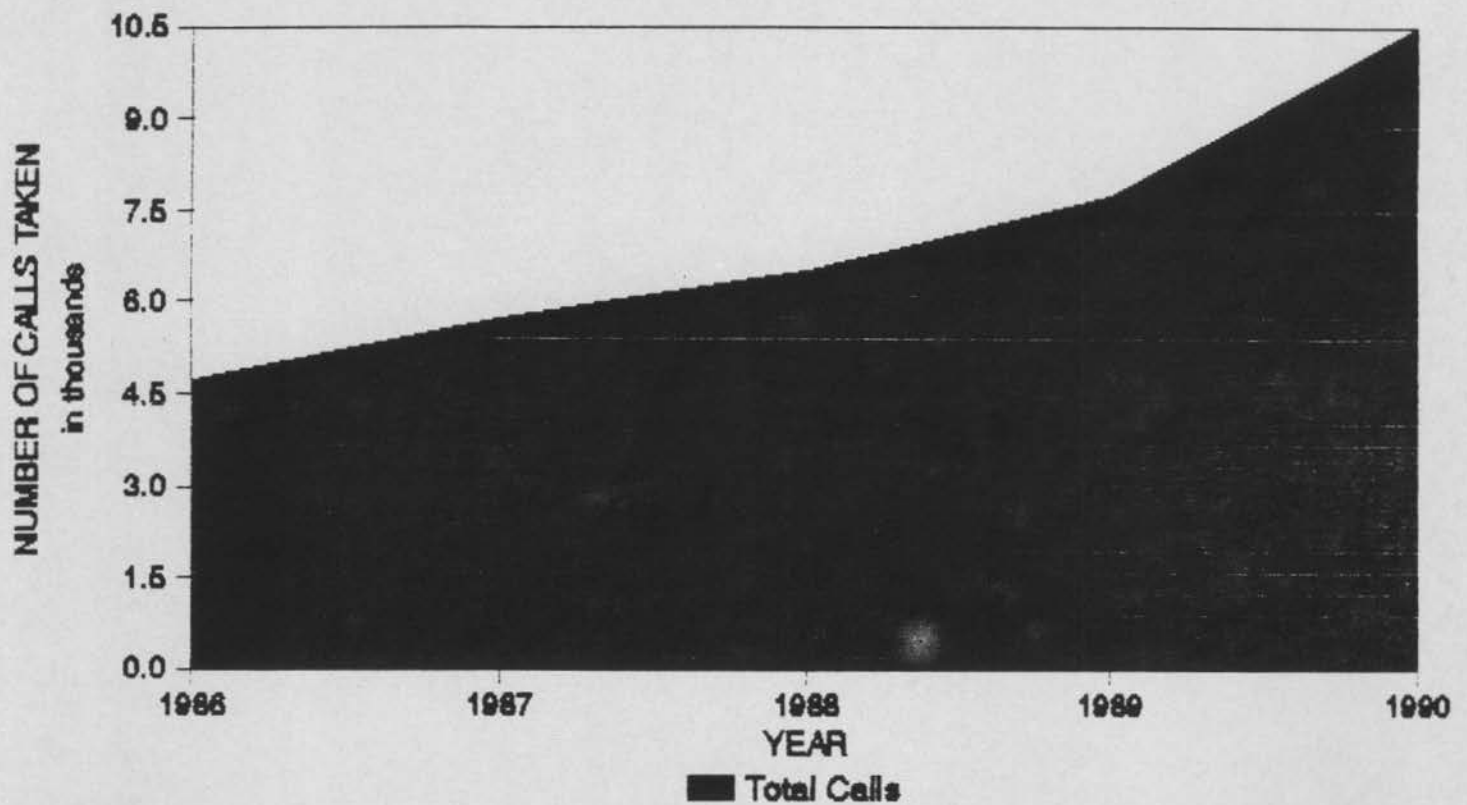
Compiled From Fire Department Records

COMMUNICATIONS DIVISION
Calls taken where children were playing
with 911 number



Compiled From Fire Department Records

COMMUNICATIONS DIVISION TOTAL CALLS
HANDLED - FIVE YEAR TREND



Total calls received on 911 switchboard
by year - five year trend



EMERGENCY

MEDICAL

SERVICES

1990

Fire Chief Robert Oscroft
Red Deer Fire Department

I am pleased to submit the following report on the operations of the Emergency Medical Service for the year 1990.

There were interesting developments both locally and provincially affecting the provision of ambulance service in Red Deer this year. Some of these will continue to affect our service through the coming year.

AMBULANCE LEGISLATION

The Provincial Government this year gave third reading to the proposed Ambulance Act. The Act will not be proclaimed until the associated regulations have been developed, circulated and approved. This should occur sometime in 1991. The Act has provided the impetus for the development of Provincial Medical Control Guidelines (Protocols), which was done as a joint project by the Alberta Association of Emergency Medical Services Physicians (AAEMSP) and the Department of Health.

MEDICAL CONTROL GUIDELINES (PROTOCOLS)

The provincial guidelines were released in the spring of 1990, and were then reviewed and some changes made by our Medical Director and the other Emergency Department Physicians to adjust them to our local needs. One of our Firefighter/Paramedics, Jim Lyman, was then given the project of training all of our staff on the new protocols. To accomplish this job, Jim was taken off the floor for a period of six weeks to review the protocols with our physicians and then develop and deliver the necessary training to all platoons. The new protocols are far more detailed and cover many more illnesses than those we had used before, and for the first time they included what is expected at the Basic Life Support (EMT-A) level in addition to the requirements at the Advanced Life Support (Paramedic) level. The training was therefore delivered to all of our staff, not just the paramedics as before. This has lead to a more standardized approach to patient care across all four platoons, and all levels of staff.

Once the protocols had been modified and our staff trained, a letter was sent to all physicians in Red Deer outlining their implementation, and copies of the protocols were placed in the Hospital Emergency Department and the Physicians Lounge at the Hospital for information. Dr. Neil and I presented Medical Rounds at the hospital on the operation of the EMS service and the implementation of the new protocols, which was very well received and opened another line of communication with the local medical community.

STAFFING AND HOSPITAL ROTATIONS

This year we were able to hire four second year paramedic students as firefighters. Two of these positions were as replacements, and two were new positions. We had not originally planned to hire for any new positions until 1991, but the loss of one paramedic, the retirement of a Platoon Chief and several long term absences due to injuries lead to a decision by City Council to allow us to hire early. The students who were hired all joined us while completing their final practicums of the paramedic course. This allowed us to begin their training as firefighters before using them as fully registered paramedics, and allowed for a longer orientation period than what we had previously been able to provide new staff. Their integration into the department was made much smoother by this procedure, which we hope to be able to use again in the future.

With the addition of the new staff, we were finally able to begin hospital rotations for all paramedics on a regular basis. This has been a goal since the inception of the paramedic service, but it has only been possible on a hit and miss basis as staffing allowed. The purpose of the hospital rotations, is to allow each paramedic to spend roughly one day a month at the hospital to keep up existing skills and develop new ones. Paramedics work in the Emergency department, the Operating Room, the Labour and Delivery Suite and the Morgue on a scheduled basis. It is also providing increased interaction with Medical and Nursing staff, so that each becomes more familiar with the other's role, particularly those in areas where we had not had much contact before.

TRENDS AND CONCLUSION

The statistics accompanying this report show that there is an increasing demand for our service. The total number of calls was up by 121 (5.24%) in 1990, but perhaps more interestingly emergency calls were up by 267 (14.72%) while non-emergency calls were down by 146 (-29.49%). This continues a trend we have seen for the past several years, with the increase in emergency calls outstripping the increase in overall calls and some loss of non-emergency calls. There has also been a sharp increase in the number of times that two or more ambulances have been out at the same time from a total of 486 times in 1989 to 544 times in 1990, a 11.93% increase. The difference of 58 calls was split equally between the times two ambulances were out at once (increase of 29) and the times three (increase of 27) or four (increase of 2) ambulances were required at one time. The additional manpower received in 1990 and anticipated over the next few years will certainly help address this situation.

Respectfully Submitted,

Dan J. Osborne, EMT-P
Deputy Chief - Emergency Medical Services

AMBULANCE STATISTICS 1990

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	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	TOTAL	Average 1990
Red Deer	150	142	149	134	161	162	170	154	156	123	155	167	1823	152
Edmonton	1	5	3	2	2	1	2	1	3	1	0	0	21	2
Calgary	0	6	0	1	3	8	2	2	1	1	0	1	25	2
Ponoka	0	1	0	0	0	0	0	0	1	0	0	0	2	0
County of Red Deer	10	6	3	2	4	8	8	4	4	3	2	11	65	5
Highway	1	6	7	6	3	4	1	9	4	1	4	3	49	4
Other	1	0	2	1	2	0	0	1	0	0	1	0	8	1
Delburne	0	1	0	0	2	3	0	0	0	1	3	1	11	1
No Pick-Up	40	28	44	26	28	31	28	36	39	40	38	48	426	36
=====	=====	=====	=====	=====	=====	=====	=====	=====	=====	=====	=====	=====	=====	=====
Monthly Total	203	195	208	172	205	217	211	207	208	170	203	231	2430	203
Emergency	178	167	181	134	172	191	177	178	184	148	173	198	2081	173
Non-Emergency	25	28	27	38	33	26	34	29	24	22	30	33	349	29
Lifeline Calls	3	0	3	0	1	3	4	1	1	1	3	2	22	2
Refusal Fees	5	6	6	2	2	2	3	2	9	3	3	21	64	5
Overlapping Calls														
2 Ambulances Out	31	48	35	29	36	50	44	38	42	25	41	44	463	39
3 Ambulances Out	4	5	6	3	6	13	7	4	6	2	3	11	70	6
4 Ambulances Out	1	1	1	0	0	0	3	2	1	0	0	2	11	1
5 Ambulances Out	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Pumper Responses	74	61	112	88	96	103	122	124	124	119	121	96	1240	103
3Men Scene to Hosp	40	66	27	11	12	36	23	30	35	12	23	58	373	31

AMBULANCE STATISTICS 1989

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	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	TOTAL	Average 1989
Red Deer	155	132	136	146	132	146	164	145	147	141	133	182	1759	147
Edmonton	1	1	3	2	1	0	0	2	3	0	2	0	15	1
Calgary	2	2	0	1	1	4	6	4	1	2	3	1	27	2
Ponoka	2	3	1	0	2	0	0	2	0	0	1	0	11	1
County of Red Deer	6	5	7	8	3	12	3	8	6	2	7	6	73	6
Highway	1	5	0	7	3	4	7	9	8	3	6	4	57	5
Other	0	2	0	0	1	0	1	1	0	0	0	0	5	0
Delburne	0	1	1	2	0	1	2	2	0	1	3	1	14	1
No Pick-Up	25	23	16	29	24	23	35	29	38	26	40	40	348	29
=====	=====	=====	=====	=====	=====	=====	=====	=====	=====	=====	=====	=====	=====	=====
Monthly Total	192	174	164	195	167	190	218	202	203	175	195	234	2309	192
Emergency	131	122	113	161	136	144	167	156	163	148	176	197	1814	151
Non-Emergency	61	52	51	34	31	46	51	46	40	27	19	37	495	41
Lifeline Calls	0	1	0	0	1	1	0	0	0	2	1	3	9	1
Refusal Fees	4	7	1	7	5	3	11	6	5	5	4	4	62	5
Overlapping Calls														
2 Ambulances Out	36	34	27	40	29	32	40	45	29	46	33	43	434	36
3 Ambulances Out	1	3	2	3	0	7	8	2	4	5	3	5	43	4
4 Ambulances Out	0	1	0	0	0	1	2	0	3	1	0	1	9	1
5 Ambulances Out	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Pumper Responses	55	47	44	59	46	35	95	80	58	26	68	79	692	58
3Men Scene to Hosp	58	64	50	79	25	27	21	28	28	28	31	25	464	39

MEDICAL DIRECTOR'S ANNUAL REPORT

The Red Deer Physicians Emergency Services Group (RDPEG) continues to contract with The City of Red Deer to act as Medical Consultants for the Ambulance Service. I am the designated representative (or medical director) for the group in this capacity, along with Dr. Junck, who is the assistant director this year. Both on a local and provincial level it has been a busy year in the field of Emergency Medical Services (EMS).

As medical consultants to the service we provide a variety of ongoing and specific event participation for the service. I would like to outline for you in general our involvement over the past year.

- Regular meetings are held with Deputy Chief Osborne, Dr. Junck and myself to discuss new or ongoing problems, performance, chart audits, equipment information, policies, etc... In addition, meetings are held when necessary to address critical incidents, complaints, etc..

- Policies and areas of concern are also discussed at our business meetings for the group (RDPEG) to allow for input from all members and to utilize their areas of expertise.

- There is an ongoing review and audit of the Patient Care Reports filled out by the EMS personnel. This is done for each month and every chart is looked at either by Dr. Junck or myself. Overall, we feel there has been a constant improvement in the quality of documentation on the PCRs.

- As Medical Directors we feel it is vital that we play a role on the ongoing education of the EMS personnel and attempt to do this in a variety of ways. We act as both instructors and overview the examinations for the Basic Trauma Life Support courses given to each platoon. This year has also seen the initiation of a rotation of the Paramedics to the hospital on a regular basis which is invaluable in helping them to maintain skills and education. An attempt is made to allow them to practice intubation skills, start IV's, attend postmortems of relevant cases, attend deliveries with the OBGYN staff and for the ER physician to discuss issues with them on an individual basis.

As medical consultants we have also dealt with and continue to deal with specific issues addressing the general and medical community. In September of this past year we adopted the Medical Control Guidelines put forth by the Alberta Association of Emergency Medical


Services Physicians(AAEMSP). These are the recommended protocol guidelines to be used on a province wide basis. They were reviewed by our group and adopted with a few minor alterations. The EMS personnel were then in-serviced on the new protocols and they have been in use since. In addition, concerns by the medical community were addressed by a letter to all Red Deer physicians outlining physician policies under the new protocols and by holding rounds at the hospital for the medical staff outlining the structure, goals and role of EMS in the City.

Disaster planning and management is also a large part of any EMS system. We were very fortunate this year to have Dr. Tony Tercier join our group. He has both an interest and expertise in the areas of disaster medicine having designed the disaster plan for the King Fisal Hospital in Riyadh, Saudi Arabia. Dr. Tercier and I have met with Mr. Garvin and others on the Disaster Committee to review and update the city's disaster plan.

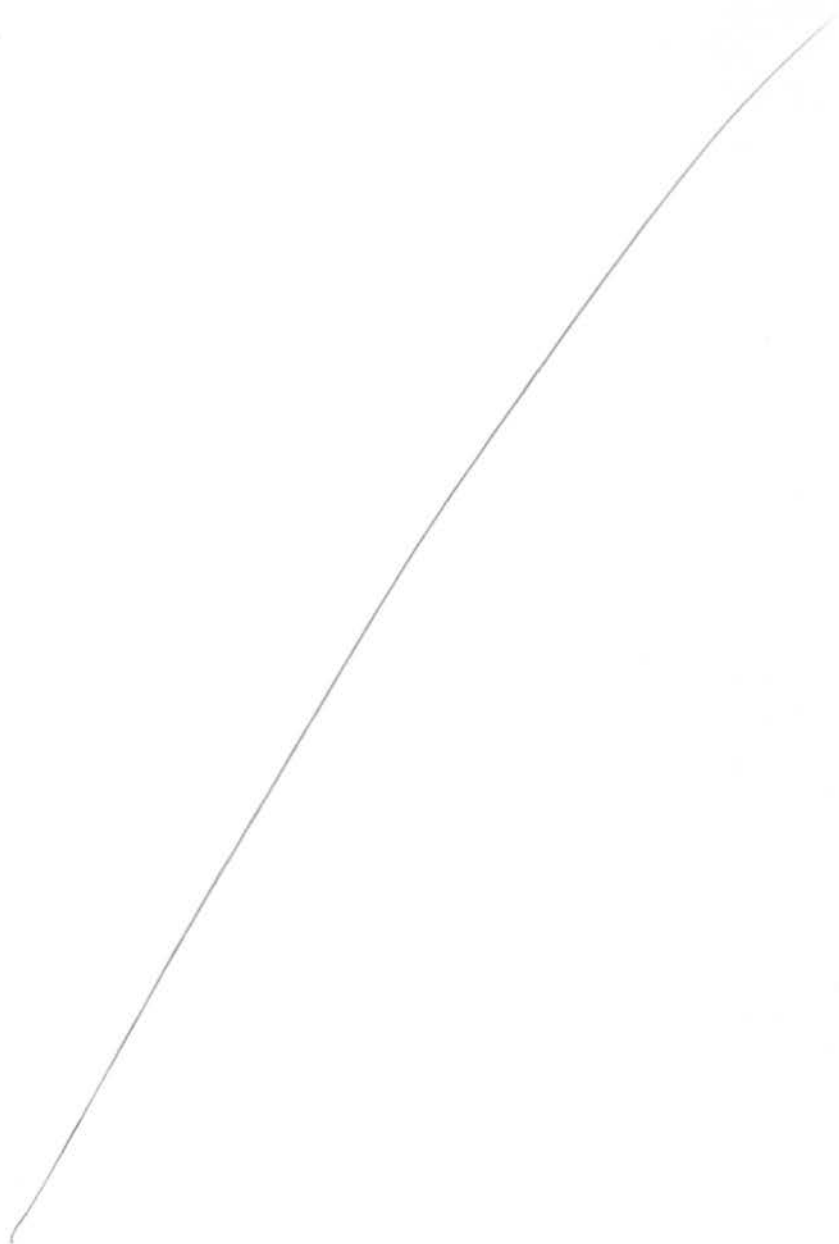
There are a number of other issues that are being addressed on a regular basis. These include frequent contact with AAEMSP regarding issues of EMS care across the province and review of patient care issues in the field of EMS. We are currently in the process of applying for additional paramedic 10-2 skills i.e. intraosseous infusion and external pacemaker to continue to improve the level of care offered by The City of Red Deer Fire Department.

To conclude, I would just like to commend the overall high quality of care provided by The City of Red Deer service and its positive reputation across the province. The hiring of quality personnel, ongoing education programs and appropriate funding all play a vital role in maintaining a life-saving service.

Respectfully submitted;



Gordon F. Neil, B.Sc., M.D., ABEM.



NO. 9

135-059

DATE: March 22, 1991
TO: City Clerk
FROM: Engineering Department Manager
RE: **DEVELOPMENT AGREEMENT FOR AVALON HOMES
KENTWOOD PHASE 3B**

This proposed development is located in the Kentwood Subdivision and consists of 42 duplex lots on 1.62 ha of land.

The off-site, recreation, oversize, boundary, area, and various administrative charges for this development are \$137,123.92.

The total estimated cost for utility and road construction is \$213,500. Performance Assurance in the form of a Bond or Letter of Credit in the amount of \$72,415.70 will be required for these municipal improvements, and for the unpaid portions of City work.

Attached are Part Four - Summary of Costs and Part Ten - Schedule G, Security Requirements for this Development Agreement itemizing the various costs.

Authorization of Council for the Administration to execute this Agreement is respectfully requested.



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

Commissioner's Comments

SS/emg

Att.

c.c. UMA Engineering

We would recommend Council approve the development agreement and authorize the Mayor and City Clerk to execute same on behalf of the City.

"R.J. MCGHEE"
Mayor

PART FOUR - SUMMARY OF COSTS

4.1 **DEVELOPER'S COSTS**

4.1.1 The Developer shall pay in full to the City on or before the execution date of this Agreement, unless otherwise provided herein, the following sums. Calculations for these amounts are included in Schedule D, made part hereof:

Item	Charges	Total Cost	Payments to be Made on Execution of Agreement	Deferred Payments
a.	Off-site	\$ 56,035.80	\$ 56,035.80	\$ 0
b.	Interest on Deferred Off-site Levy Payment	\$ 0	\$ 0	\$ 0
c.	Recreation	\$ 11,064.31	\$ 11,064.31	\$ 0
d.	Boundary Improvement	\$ 1,689.00	\$ 1,689.00	\$ 0
e.	Area Improvement	\$ 27,250.02	\$ 27,250.02	\$ 0
f.	E. L. & P. (Excluding GST)	\$ 35,590.09	\$ 17,795.05	\$ 17,795.04
g.	Administration	\$ 2,405.70	\$ 2,405.70	\$ 0
h.	Survey Network	\$ 429.30	\$ 429.30	\$ 0
i.	City Connection(s)	\$ 0	\$ 0	\$ 0
j.	GST (items f & g)	\$ 2,659.70	\$ 1,414.05	\$ 1,245.65
k.	Money in lieu of Reserve Dedication	\$ 0	\$ 0	\$ 0
TOTAL PAYMENTS BY DEVELOPER		<u>\$137,123.92</u>	<u>\$118,083.23</u>	<u>\$ 19,040.69</u>

- 4.1.2 In the case where City facilities are not constructed prior to the date of signing of the Development Agreement, the Developer may elect to pay 50% of the costs referred to in Items 4.1 e and 4.1 h on or before the date of execution of this Agreement and the remaining 50% upon completion of the work (with the exception of the streetlight work which may not be completed). The completion date(s) will be established by the City.
- 4.1.3 If the Net Area of the Development is greater than 2.0 ha, the Developer may elect to pay to the City 25% of the cost referred to in Item 4.1.1 a on or before the execution of this Agreement and the remaining 75% before the expiry of 1 year from the date of execution of this Agreement. Where this payment option is applied, the Developer agrees to pay interest (at a rate determined by the City's Director of Financial Services) on the outstanding balance.
- 4.1.4 DEVELOPER'S PAYMENT SCHEDULE
- | | | |
|----|--|---------------|
| a. | Amount payable upon Agreement execution | \$ 118,083.23 |
| b. | Balance payable upon completion of City Power (reference Clause 4.1.2) | \$ 19,040.70 |
| c. | Balance payable upon completion of City Connection (reference Clause 4.1.2) | \$ 0 |
| d. | Balance payable one year from Agreement execution (reference Clause 4.1.3) | \$ 0 |
| e. | Interest costs related to Clause 4.1.3 payable one year from Agreement execution | \$ 0 |
- 4.1.5 The Developer shall provide to the City an Irrevocable Letter of Credit in a form satisfactory to the City and in the full amount of the unpaid balance under Clause 4.1.4 b, c, d, and e. Said Letter of Credit shall be effective for a period of one year and shall automatically renew for additional, successive, one year periods until the City authorizes its lapse in writing. The City may draw on the Letter of Credit should the Developer default in making payments stipulated under Clause 4.1.4. The Letter of Credit may be reduced as payments are made but must, at all times, cover the full unpaid balance previously referred to.

4.1.6 The outstanding costs referred to in Clause 4.1.4 are subject to, and the Developer agrees to pay, a 1½% per month interest penalty if not paid to the City within 30 days of the date they become due.

4.1.7 Where, as a result of a delay by the Developer, the City is required to construct services at a time other than the time for which work was originally scheduled, and such work is done, or expected to be done, under frozen ground conditions, or the delay is longer than three months, then the City, with prior notice to and approval of the Developer, shall be entitled to charge, and the Developer agrees to pay to the City, on demand, any increased costs incurred or estimated to be incurred by the City, to complete such construction.

When dealing with the City E. L. & P. Department, the increased cost will be based on an estimate basis only. If the Developer does not approve the cost increase, the City will not be obliged to proceed with construction until this matter is resolved to the satisfaction of both parties.

4.1.8 The City and the Developer agree that once the legal subdivision plan has been released for registration in the Land Titles Office, there will be no refund of monies paid to the City by the Developer, should the Developer fail to proceed with the approved Development, and such funds retained by the City shall be deemed to be liquidated damages, and not as penalty or forfeiture.

4.2 CITY'S COSTS

4.2.1 The City shall pay to the Developer the following amounts as outlined in Clause 4.2.2. Calculations for these amounts are included in Schedule E, made part hereof:

a.	Trunk Utilities	\$	0
b.	Oversize Utilities	\$	0
c.	Oversize Roadways	\$	0
TOTAL PAYABLE BY THE CITY		\$	<u>0</u>

- 4.2.2 The City shall pay to the Developer, 50% of the costs referred to in Clause 4.2.1 upon the execution date of this Agreement, and the remaining 50% of the costs upon issuance by the City of the applicable Construction Completion Certificate. The City's payment schedule is illustrated in the following table:

CITY'S PAYMENT SCHEDULE

Amount payable upon Agreement execution	\$	0
Balance payable upon issuance of Construction Completion Certificate(s)	\$	0

SCHEDULE G
SECURITY REQUIREMENTS

1.0 **SECURITY REQUIREMENTS FOR MUNICIPAL IMPROVEMENTS
CONSTRUCTED BY DEVELOPER**

Estimated Cost of Construction Pursuant to Clause 2.12 e.:

	<u>ESTIMATED COST</u>
Water	\$ 29,500
Sanitary	\$ 22,000
Storm	\$ 16,000
Services	\$ 35,000
Roadways	\$ 49,000
Sidewalks, Curb and Gutter	\$ 18,500
Lanes	\$ 33,000
Landscaping	\$ 3,000
Recreation Improvements	\$ 0
Contingencies	\$ 7,500
TOTAL	<u>\$ 213,500</u>

Security Requirements Pursuant to Clauses 5.1.1 and 5.1.2:

25% of Total Cost noted above (minimum \$30,000)	<u>\$ 53,375</u>
---	------------------

2.0 **SECURITY REQUIREMENTS FOR UNPAID DEVELOPMENT COSTS**

Unpaid portion of Lighting and Power Charge	\$ 19,040.70
Unpaid portion of City Connection Charge	\$ 0
Unpaid portion of Off-site Levy	\$ 0
Total Security Requirement Pursuant to Clause 4.1.6	<u>\$ 19,040.70</u>

3.0 <u>TOTAL SECURITY REQUIRED</u>	<u>\$ 72,415.70</u>
---	----------------------------



DATE: APRIL 4, 1991
TO: ENGINEERING DEPARTMENT MANAGER
FROM: ASSISTANT CITY CLERK
RE: DEVELOPMENT AGREEMENT FOR AVALON HOMES -
KENTWOOD PHASE IIIB.

At the Council meeting of April 2, 1991, consideration was given to your report dated March 22, 1991 concerning the above topic, and at which meeting the following motion was passed:

"RESOLVED that Council of The City of Red Deer hereby approves the development agreement for Avalon Homes, Kentwood Phase IIIB, as presented to Council April 2, 1991 and authorizes the Mayor and City Clerk to execute same on behalf of the City."

The decision of Council in this instance is submitted for your information and appropriate action. I assume you will now proceed to have the Agreements executed by the appropriate parties.

Trusting you will find this satisfactory.



K. KLOSS
ASSISTANT CITY CLERK
KK/sp

c.c. Director of Financial Services
 Public Works Manager
 City Assessor
 Director of Community Services
 Parks Manager
 Senior Planner
 Recreation & Culture Manager
 E. L. & P. Manager

NO. 10

660-042

DATE: March 22, 1991

TO: City Clerk


FROM: Engineering Department Manager

RE: **STANDARD DEVELOPMENT AGREEMENT
ADMINISTRATIVE AND SURVEY CONTROL NETWORK LEVIES**

The Engineering Department respectfully requests Council's approval to increase the rates levied against new developments to cover administrative and survey control network costs, as follows:

	<u>Current Rate</u>	<u>Proposed Rate</u>
1. Residential Developments		
a. On first 16 ha	\$1,400/ha	\$1,485/ha
b. On remaining area	\$1,100/ha	\$1,165/ha
2. Industrial/Commercial Developments	\$1,050/ha	\$1,115/ha
3. Minimum Administrative Fee per Development Agreement	\$2,000	\$2,120
4. Survey Control Network	\$ 250/ha	\$ 265/ha

These rate changes represent an increase of approximately 6%, which is intended to cover the cost of inflation since they were last adjusted in February, 1990.



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

TCW/cy

Commissioner's Comments

We would recommend Council approve the new rates as outlined in the report of the Engineering Dept. Manager.

The survey control monuments are used and established in new development areas in order to legally denote lot lines, streets, etc. and as reference points to work from.

"R.J. MCGHEE"
Mayor

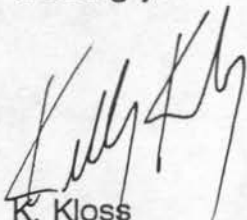
DATE: April 4, 1991
TO: Engineering Department Manager
FROM: Assistant City Clerk
RE: STANDARD DEVELOPMENT AGREEMENT/ADMINISTRATIVE AND SURVEY
CONTROL NETWORKS

At the Council Meeting of April 2, 1991, consideration was given to your report dated March 22, 1991, concerning the above topic and at which meeting the following motion was passed.

"RESOLVED that Council of The City of Red Deer, having considered report dated March 22, 1991 from the Engineering Department Manager re: Standard Development Agreement - Administrative and Survey Control Network Levies, hereby approves the increase in rates levied against new developments to cover administrative and survey control network costs, as outlined in the above report and as presented to Council April 2, 1991."

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

Trusting you will find this satisfactory.



K. Kloss
Assistant City Clerk

KK/ds

c.c. City Assessor
Sr. Planner
Public Works Manager
Dir. of Financial Services
Dir. of Community Services

NO. 11

650-026E

DATE: March 22, 1991
TO: City Clerk
FROM: Engineering Department Manager
RE: **THE CITY OF RED DEER - MAJOR CONTINUOUS CORRIDOR
CORRIDOR ROAD PHASE - TWINNING TAYLOR BRIDGE**

On March 14, 1991 at 2:00 p.m., 10 Tenders were received on Twinning Taylor Bridge as part of the MCC Project. The Consultant, Infrastructure Systems Ltd., has reviewed the bids and recommend award to the low bidder, Timcon Construction of Red Deer for \$2,658,027.54 including GST. This compares favourably to the City Engineering budget of \$3,000,000.

The highest of the 10 bids was \$3,529,263.43 exclusive of GST.

This item is submitted for Council's information.



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

PEG/cy

Commissioner's Comments

Submitted for Council's information only.

"R.J. MCGHEE"
Mayor

CP Rail

Office of the Chief Construction Engineer
Special Projects
Calgary, Alberta

TELECOPIER MESSAGEDate: 91.03.26Time: 2:30 p.Message to: Mr. Pat GraingerCompany/Firm: The City of Red DeerLocation: Red Deer, ABFAX NO.: (403) 346-6195From: P.C. LeyneTotal number of pages including cover page: 4

Cover Message: _____

ORIGINAL LETTER IN THE MAIL.

Transmitting from a Pitney Bowes Model 8050.

TELECOPIER NO. (403) 267-5064

If this message or the accompanying material has not been received properly,
please call (403) 267-5217.

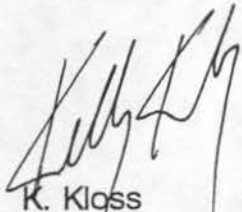
Sent by: A. Padley

DATE: April 4, 1991
TO: Engineering Department Manager
FROM: Assistant City Clerk
RE: THE CITY OF RED DEER - MAJOR CONTINUOUS CORRIDOR/CORRIDOR
ROAD PHASE - TWINNING TAYLOR BRIDGE

At the Council meeting of April 2, 1991, consideration was given to your report dated March 22, 1991, concerning the above noted topic and at which meeting it was agreed that same be filed.

I would like to take this opportunity on behalf of Council to thank you for keeping Council informed of the progress relative to the Major Continuous Corridor.

Trusting you will find this satisfactory.



K. Kloss
Assistant City Clerk

KK/ds

c.c. M.C.C. Project Manager

NO. 12

DATE: March 24, 1991
TO: City Council
FROM: Mayor McGhee
RE: LAND BANK OPERATIONAL AUDIT

The above noted report is being delivered with this agenda, but not for discussion at this meeting.

As the Chairman of the Land Bank Audit Committee and the Director of Financial Services will not be in attendance at the meetings of April 2 and 15 respectively, the report will be discussed at the Council meeting of April 29. The consultant will be in attendance at the aforesaid meeting.

The report is being delivered at this time to give members of Council ample opportunity to study same.

"R.J. MCGHEE"
Mayor

DATE: April 4, 1991
TO: Mayor McGhee
FROM: Assistant City Clerk
RE: LAND BANK OPERATIONAL AUDIT

At the Council meeting of April 2, 1991, consideration was given to your report dated March 24, 1991, concerning the above topic.

At said meeting, it was agreed that this matter be presented back to Council on May 13, 1991, as a number of Aldermen would be away from the April 29, 1991, Council meeting.

By way of a copy of this memo, I would ask the Director of Financial Services to advise the Land Bank Audit Consultant and Committee that this matter will be presented to the May 13, 1991, Council meeting at 4:30 p.m.

Trusting you will find this satisfactory.



K. Kloss
Assistant City Clerk

KK/ds

c.c. Dir. of Financial Services
City Clerk

City of Red Deer

Land Bank

Operational Audit



Price Waterhouse

March, 1991



March 20, 1991

Alderman L. Pimm
Chairman, Land Bank Audit Steering Committee
City of Red Deer
P.O. Box 5008
Red Deer, Alberta
T4N 3T4

Dear Alderman Pimm:

Operational Audit of the City of Red Deer Land Bank

IBI Group and Price Waterhouse, Management Consultants, are pleased to submit our report for the Operational Audit of the City of Red Deer Land Bank. We have enjoyed working with the members of the Committee over the past several months and believe their input to the Audit was invaluable.

We are available to present the findings of our report to Council at your request.

Thank you for allowing us to be of service to the City of Red Deer.

Yours very truly,

IBI GROUP

A handwritten signature in black ink that reads "Michael Pankiw". The signature is fluid and cursive, with the first name "Michael" and last name "Pankiw" clearly legible.

Michael Pankiw, ACP
Associate Director

MP/sg
Encls.
c.c. D. Dowell, Price Waterhouse

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Land Banking Audit

Executive Summary and Recommendations

Purpose

The City of Red Deer Task Force initiated a "value-for-money" audit of the City of Red Deer's Land Bank operation in June, 1990. The purpose of the audit was to determine the efficiency and effectiveness of the Land Bank operations.

The value-for-money audit is intended to identify opportunities for improvement in the operation of the Land Bank and determine whether the Land Bank can continue to be a viable method of achieving a supply of residential, industrial and commercial lands.

Operational Audit Process

The process for carrying out the operational audit involved a co-operative and interactive effort between the consultant, the Task Force, administration departments involved in the activities of the Land Bank, and the development community as represented by the Urban Development Institute, the Red Deer Builders' Association and the Red Deer Real Estate Board. These groups individually and collectively were involved in addressing the performance issues and operational aspects of the Land Bank and contributed to the development of recommendations of the consulting team.

Objectives and Policies

Many of the objectives established by Council in 1956 form the basis of management and administration of the Land Bank today. The administrators of the Land Bank feel they are administering the Land Bank to meet the following objectives:

- to provide serviced residential lots for individual land-owners wanting to build their own houses;
- to ensure supply of serviced residential lots to house builders not in a position to assemble land and service land themselves;
- to ensure a supply of serviced lots at market price;
- to continue a high standard of design and create a good living environment;
- to provide school, neighbourhood park and recreation sites at no cost;
- to control the direction of growth to ensure that development takes place in an orderly, effective and efficient manner;
- to ensure supply of serviced residential and commercial lots are available for development; and
- to provide lots for day care, group houses and other social policy initiatives.

Land Banking Audit

Executive Summary and Recommendations

Overview Summary

In addition to the above objectives, Council has used the Land Bank to finance and administer land purchases for such purposes as the Westerner relocation and rail relocation.

The City of Red Deer has been involved in land banking for 35 years and has extended its participation from the initial position of serviced lots for residential purposes to include servicing and marketing of industrial and commercial lands. The Land Bank also provides serviced land for day homes, churches, etc.

The role of the private sector in land development activity in Red Deer has been limited to the residential and commercial markets. The involvement of the private sector has been market sensitive and at times the City has been required to assume the role of major owner and developer of residential lands.

The City plans and pays for all major service trunks (water, sanitary, drainage) and roadways for its own lands and for private sector developments. This approach keeps the cost of producing lots lower which reflects in a lower selling price.

The Land Bank is co-ordinated and administered by a Subdivision Committee comprising representatives from several City departments, and the Regional Planning Commission. The Subdivision Committee makes recommendations to Council regarding acquiring, developing and selling of Land Bank assets. The Subdivision Committee responds to general directives which have been in place since the inception of the Land Bank with policy clarifications from Council as required. The objectives and policies of the Land Bank have not been, or are currently not sufficiently specific or measurable to determine whether the Land Bank is effective or efficient.

The unserviced land holdings of the Land Bank are valued at \$14.9 million (December, 1989). Land holdings as of December 31, 1989 include:

- 129 serviced residential lots (approximately 37 acres);
- 725 acres of residential land;
- 886 acres of industrial land.

Since 1984, annual demand for residential lots in the City of Red Deer has been in the order of 270 lots or 77 acres per year. The City, through its Land Bank, has provided on average 103 lots (29 acres) or 38% of demand.

Land Banking Audit

Executive Summary and Recommendations

Land Bank Performance

Industrial land sales activity by the City over the past five years involved 63.5 acres, averaging 12.7 acres per year. Since 1976, average annual absorption of City industrial land has been 14.6 acres per year.

The current City-wide supply of residential land is estimated to satisfy future demand for the next 11 to 13 years, depending on which population forecasts are used and given the City's ongoing policy of 40% participation in residential land development. Not all areas of the City have long term lands available.

The supply of industrial land is in excess of foreseeable needs.

Many of the policies and objectives that are in place are not conducive to evaluating the success or failure, accomplishments or deficiencies of the Land Bank operation.

Policy is driven by Council decisions based on reports and recommendations of the Subdivision Committee. There is no concise comprehensive policy statement for the Land Bank operation. This has a potential to result in poor administration of the land assets.

Some Council policies have been relaxed by Council in the past, i.e., fair market value.

Market Performance

The residential component of the Land Bank appears profitable, however, there is no requirement from Council for the Land Bank to be profitable or the degree of profitability required. Data available from Financial services indicates the industrial component of the Land Bank is not profitable. There is no marketing strategy or plan.

The construction industry is generally supportive of the City's residential activities in the Land Bank, however, they recommend a broader marketing approach of the Land Bank asset which could include the selling of parcels of lots to builders or selling partially serviced land to developers.

Industrial land base is substantial and the demand is low despite lands being marketed at "fair market value".

There is no long term development/growth strategy for the City, although one is currently being prepared by the Regional Planning Commission.

Financial Performance

There is no financial reporting in place which focuses on profitability or reconciling costs and revenues. Budgetary control should be improved

Land Banking Audit

Executive Summary and Recommendations

and subdivision budget should be monitored on the basis of the entire project as well as on an annual basis.

No specific individual has been assigned to monitor the Land Bank accounts on a monthly basis to ensure that transactions are properly authorized and accurately recorded.

Inventory

There is no formal inventory maintenance program in place for either residential or industrial lands. Basic inventory information regarding current land holdings, surplus lots, costs/revenues/profits related to the inventory asset is not readily available.

The current practice of allocating lands to the Land Bank which were purchased for other reasons may be inappropriate given the current goals and objectives as identified by Land Bank administrators. Past examples of this activity includes excess land acquired for rail relocation and surplus land resulting from Westerner relocation. Council should decide if the purchase of lands for such purposes is still appropriate.

Productivity of Allocated Resources

Productivity, especially of human resources, is difficult to measure.

The capability exists to identify the effectiveness and the efficiency of resources, including time, equipment utilization and costs. However, under current procedures, there is no requirement to measure effectiveness and efficiency.

Departments involved in providing support to the Land Bank carry budget estimates for staff time although time expended seems to consistently exceed the budget.

Organization and Administration

Administration and management of the Land Bank is carried out under a committee structure making recommendations to Council. Neither the Subdivision Committee nor the Economic Development Department have specific terms of reference to administer and manage the Land Bank and its assets. The success of the Committee to date reflects the good communication skills of the participants.

The members of the Subdivision Committee and the Economic Development Officer have other responsibilities which are formally documented. As such, the process for administering and managing the Land Bank tends

Land Banking Audit

Executive Summary and Recommendations

to be one of the deliberation and eventual consensus rather than characterized by the pursuit of specific goals and objectives.

Land Banking in Other Communities

Other Alberta communities have assigned specific management responsibility and accountability for administering and managing their land banks. In Medicine Hat, where the private sector has been limited in its participation in land development, the City has been forced to undertake a major and an ongoing role of land developer as a result of land developer bankruptcy. In communities where the private sector has been given the opportunity to play a larger role in development, the degree of public participation in land development varies.

Front-End Servicing

The City of Red Deer builds the necessary trunk sewers to lands to be developed and finances this activity through debenture. Developers are assessed a recovery levy on a developable acre basis. This approach permits the City to direct development in an orderly fashion. This approach also permits the City to increase the supply of developable land to encourage more private sector participation through servicing more land. In order to achieve this degree of control, the City makes the substantial financial commitment with the intent that costs will be recovered from the developer over time through acreage assessments. There has been one instance in the past where the City has written-off the development costs associated with front-ending of services, an action made necessary by poor market conditions, i.e., carrying cost exceeding cost recovery. In order for this situation to be avoided in the future, acreage assessments need to be reviewed on a regular basis in order to ensure the necessary adjustments for inflation, etc., are factored in and the City needs to carefully evaluate the potential cost recovery of the expenditure relative to market conditions, i.e., risk management.

The approach of front-ending services by the City is favourable for the developer who can maximize financial resources on the task of developing lots. In this manner, more affordable lots are provided, front-end services are more efficiently developed by the City who has greater experience in this area, and equity is achieved for all participants including the developer, City and property purchasers.

Recommendations

A number of opportunities are available to improve the existing operation and management of the residential and industrial components of the Land Bank. Some of these opportunities are capable of being implemented immediately by staff without further analysis and can produce immediate improvements in performance and effectiveness. These include changes

Land Banking Audit Executive Summary and Recommendations

to current methods of operation. Other opportunities require a longer implementation period, and involve additional research and investigation before implementation.

Initiate Strategic Planning Process

A strategic planning process needs to be initiated in order to develop goals, objectives, strategies and plans for all elements of the Land Bank operations. Fundamentals such as a mission statement for the Land Bank need to be developed. Based on the mission statement, the goals of the Land Bank need to be clearly articulated and the objectives developed by which Council can monitor the performance of the Land Bank operation. The strategic plan should also identify when and how the City should participate in development through the Land Bank.

The strategic plan will identify the organizational structure for administering and managing the Land Bank asset.

Develop Land Bank Management Information

A detailed Land Bank management system should be prepared immediately to include the following:

- description of each land holding by parcel legal description;
- information on size and other physical attributes;
- information related to acquisition costs, the rolling development costs including carrying costs, and current asset market value, and costs to complete projects;
- current land use designation and yield relative to designation;
- status of servicing;
- revenue potential; and
- sales activities/revenue.

This basic information is required in order to make necessary management decisions regarding development, acquisition, and disposal of assets.

Assign Management Responsibility

Administration and management responsibilities need to be structured and formalized immediately. At a minimum, the current objectives under which the Subdivision Committee is working should be formally accepted as the basis for carrying out land banking activities until the strategic plan is completed and accepted by Council.

Management and Administration Activities and Responsibilities

Decentralized administration of the Land Bank operation results in inconsistency and the potential for inefficiencies in budgeting, reporting and marketing. Single responsibility for ongoing administration and operation should be assigned. Responsibilities should include:

- preparation of the business plan and the annual update which Council approves;
- co-ordination of all activities required to monitor, purchase, develop and sell lands;

Land Banking Audit Executive Summary and Recommendations

- monitoring and analyzing land inventory requirements;
- determining the 1, 3 and 5-year development plans and servicing activities;
- reviewing and co-ordinating preparation of all budgets and analyzing budget against actuals after the fact;
- following-up variances with departments, i.e., making sure they are accountable;
- determining profit or loss per land unit sold and reporting profit/loss to Council against the objective set forth; and
- monitoring cost allocations for administration charges, interest charges, and maintaining accurate levy assessments.

The capabilities to undertake all of these tasks need not rest with one individual. However, the responsibility of ensuring all these activities are completed and an accountability to Council must rest with one individual who has the authority and the mandate to ensure effective and efficient Land Bank operation.

Business Plan Development

A 5 to 10-year business plan should be developed immediately by staff. The purpose of the business plan is to understand and ultimately respond to changing market conditions and to develop a business strategy which meets the objectives and goals of the Land Bank. The key elements which should be included in the business plans are:

- historic market analyses including competition;
- identification of target markets;
- projected product requirements;
- immediate, mid and long term development strategies, and financial sensitivity analyses related to development;
- risk assessment;
- marketing strategies;
- current market value of land estimates;
- financial proforma;
- cost to complete estimates; and
- implementation schedule.

Business plans need to be developed for both residential and industrial components. The business plan needs to be reviewed and revised annually based on most recent projections, and the direction of the strategic plan.

Inventory

There is no inventory management system in place. Inventory levels should be reviewed annually as part of the review of the strategic plan and business plan reviews.

Inventory levels should be maintained to ensure a:

Land Banking Audit

Executive Summary and Recommendations

- 1-year supply of serviced lots;
- 1-year supply of land which can be serviced immediately.

The raw land inventory of the industrial and residential Land Bank should reflect an identifiable development horizon. Land should only be purchased for the inventory if there is a positive financial outlook. We suggest that a 5-year supply of raw land is a reasonable minimum.

A separate account should be established for lands bought by the City for other purposes than identified in the strategic plan and the business plan of the Land Bank. These assets can be transferred to the Land Bank if they meet the development and financial criteria for the Land Bank.

Front-End Servicing

The practice of the City paying for the extension of trunk services and roads should be continued to ensure developers can afford to participate in land development.

In assessing the feasibility and need to extend front-end services, the City should:

- ensure trunk services will be extended in a logical and cost-effective fashion, that is, not "leap-frogging" bare land;
- encourage lands within existing service basins be developed prior to extending trunks and roads;
- ensure the pay-back for front-ending can be achieved in a timely manner;
- determine the expenditure achieves its objectives and is a sound investment.

Over-Supply of Industrial Lands

The goals and objectives for providing and marketing industrial lands must be assessed within the context of an economic development strategy for the City.

Write-Down of Industrial Lands

The excessive book cost being carried for industrial lands overstates the asset values. A write-down of industrial lands to current market value on accounting records more accurately reflects the financial position of the Land Bank. This is normal accounting treatment. The market value is used on the Balance Sheet.

Private Sector Participation

The City and the private sector should examine the means to maximize private sector participation in all facets of land development and marketing. The strategic plan should identify the City's role in land development and the extent of the City's involvement. It should also identify whether the private sector role can be increased and the manner in which this increase can be achieved.

Land Banking Audit

Executive Summary and Recommendations

Budgeting and Analysis

Budgeting should be based on objective data and informed opinion. One body should oversee the administration of the Land Bank to ensure that department budgets are consistent.

Budget variances for subdivision accounts should be identified and analyzed on an exception basis.

Reporting Activities

Monthly reporting at the administration level should be initiated on a subdivision/project basis which identifies:

- expenditures;
- forecast cost to complete;
- revenues; and
- variance, and exception analysis against budgets.

This level of detail should be provided semi-annually to Council.

On an annual basis, Council should receive reports regarding:

- analysis of performance of the Land Bank against the business plan;
- a status report on the Land Bank assets; and
- recommendations.

City of Red Deer

Land Banking Audit

1.0 Purpose

The City of Red Deer Task Force initiated a "value-for-money" audit of the City of Red Deer's Land Bank operation in June, 1990. The purpose of the audit was to determine the efficiency and effectiveness of the Land Bank operations through the undertaking of the following:

- assessing the appropriateness of policy, planning and administrative systems to ensure the Land Bank operation is efficient, effective and economical in achieving goals established for the Land Bank;
- assessing the commitments being made by the City, and the process of incurring and recovering servicing costs for public and privately held lands;
- evaluating the levels of inventory carried by the City at any time;
- assessing the accounting for expenditures incurred for the Land Bank;
- evaluating the marketing of City-owned lands, including the setting of prices; and
- reviewing the present allocation of responsibilities for administration of the Land Bank.

The value-for-money audit is intended to identify opportunities for improvement in the operation of the Land Bank and determine whether the Land Bank can continue to be a viable method of achieving a supply of residential, industrial and commercial lands.

1.1 *Operational Audit Process*

The process for carrying out the operational audit involved a co-operative and interactive effort between the consultant, the Task Force, administration departments involved in the activities of the Land Bank, and the development community as represented by the Urban Development Institute, the Red Deer Builders' Association and the Red Deer Real Estate Board. These groups individually and collectively were involved in addressing the performance issues and operational aspects of the Land Bank and contributed to the development of recommendations of the consulting team.

City of Red Deer Land Banking Audit

2.0 Overview of the Land Bank Operations

The City of Red Deer has been involved in land banking for approximately 35 years. The City's decision to land bank was a result of many factors, primarily related to great demand and lack of supply of serviced lands. The encouragement of federal and provincial governments to communities to undertake land banking was also a significant factor in deciding to land bank and develop lots.

Land banking in Red Deer was initially established to satisfy residential housing need, but was extended to industrial, commercial and recreational uses.

Prior to 1970, the City was the primary developer of serviced lots to home-owners and contractors. Over the past 20 years, the development industry has assumed a greater responsibility in this regard. During the late 1970's and early 1980's, developer interest in Red Deer was keen despite the predominant role of the City in land ownership and participation in development. With the major recession in the late 1980's, the City was again placed in a position of being the major owner and developer of lands in the City.

Through Council initiatives and private-sector encouragement, the role of the City Land Bank, providing residential lands, has been redefined in recent years to encourage greater private-sector participation in residential development. At the present time, the City of Red Deer is the primary provider of serviced industrial lots in the City.

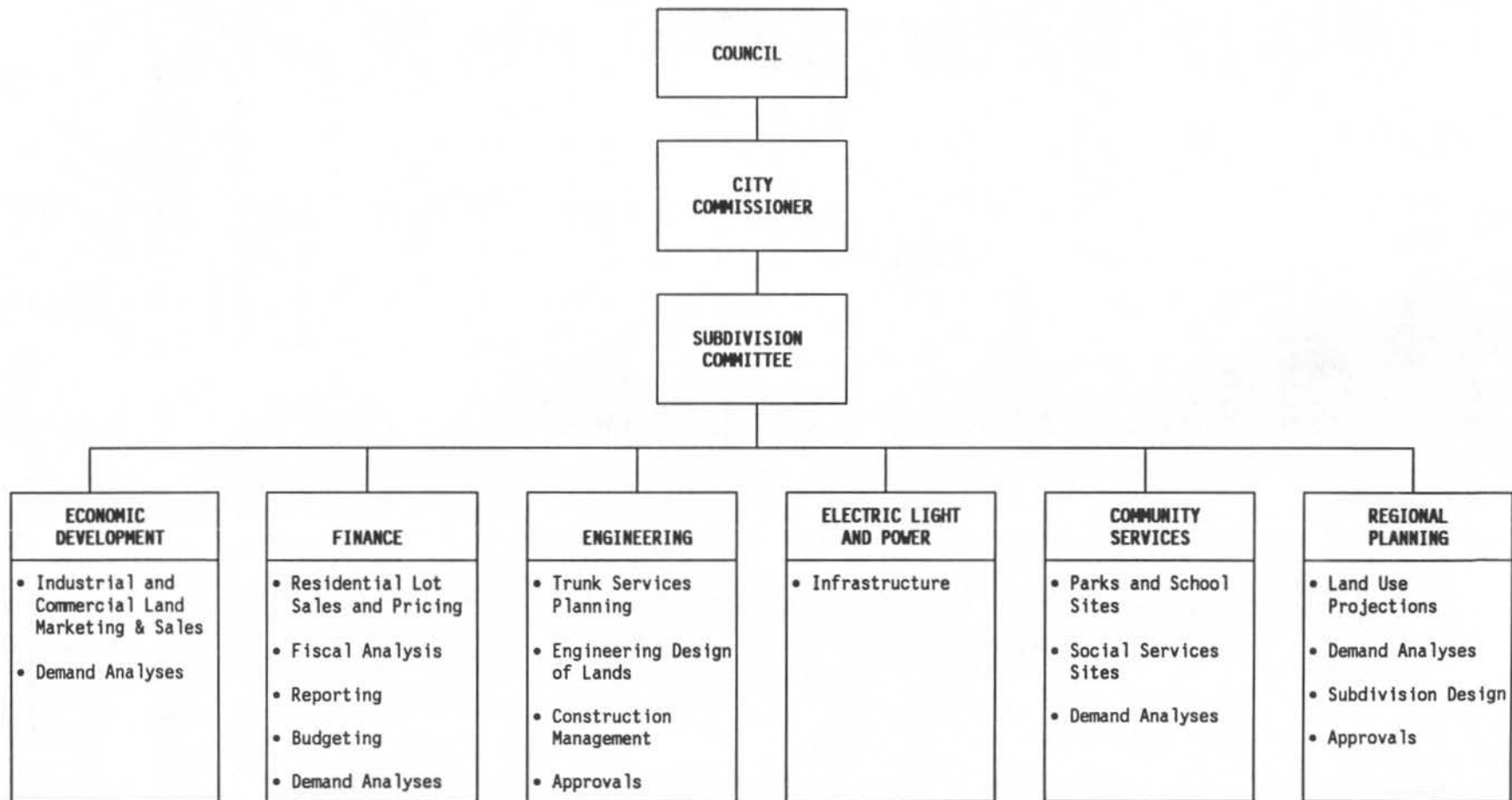
2.1 Objectives and Policies

Many of the objectives established by Council in 1956 form the basis of management and administration of the Land Bank today. The administrators of the Land Bank feel they are administering the Land Bank to meet the following objectives:

- to provide serviced residential lots for individual land-owners wanting to build their own houses;
- to ensure supply of serviced residential lots to house builders not in a position to assemble land and service land themselves;
- to ensure a supply of serviced lots at a reasonable price, reflecting market value;
- to continue a high standard of design and create a good living environment;
- to provide school, neighbourhood park and recreation sites at no cost;

Exhibit 1

Land Bank Administration and Management Structure



City of Red Deer Land Banking Audit

- to control the direction of growth to ensure that development takes place in an orderly, effective and efficient manner;
- to ensure supply of serviced residential and commercial lots are available for development; and
- to ensure land is available for uses benefitting the public.

Of these objectives, all but two are consistent with City Council directives of 1956. The current direction of Council is to sell serviced lots at market value. The original objective of the Land Bank was to provide serviced lots at cost, passing savings onto the home-buyer.

The other objective added since 1956 was to provide serviced industrial and commercial lands.

The objectives and policies of the Land Bank have not, in the past or currently, been sufficiently specific nor measurable to determine whether the Land Bank program is effective or efficient.

2.2 Land Bank Administration Responsibilities

Exhibit 1 identifies the administrative and management structure of the Land Bank under its current method of operation. The administration of the Land Bank operates under a committee structure and recommendations are made by the Subdivision Committee to Council regarding matters associated with acquisition, development, and disposal of Land Bank assets. The roles of the different participants of the Subdivision Committee appear to be advisory and are elaborated below. With this type of organizational and administrative structure, no one group or individual is solely responsible for managing the Land Bank, a multi-million dollar asset. There are also no terms of reference for the Subdivision Committee as a whole which outline the role and responsibilities of the Subdivision Committee.

Similarly, there is no policies and procedures manual per se for the administration and management of the Land Bank. Policies relevant to the Land Bank are recorded in the general Council policy document, minutes of Council, and minutes of budget meetings. It appears policies are developed by Council to provide clarification and direction to the above-stated objectives.

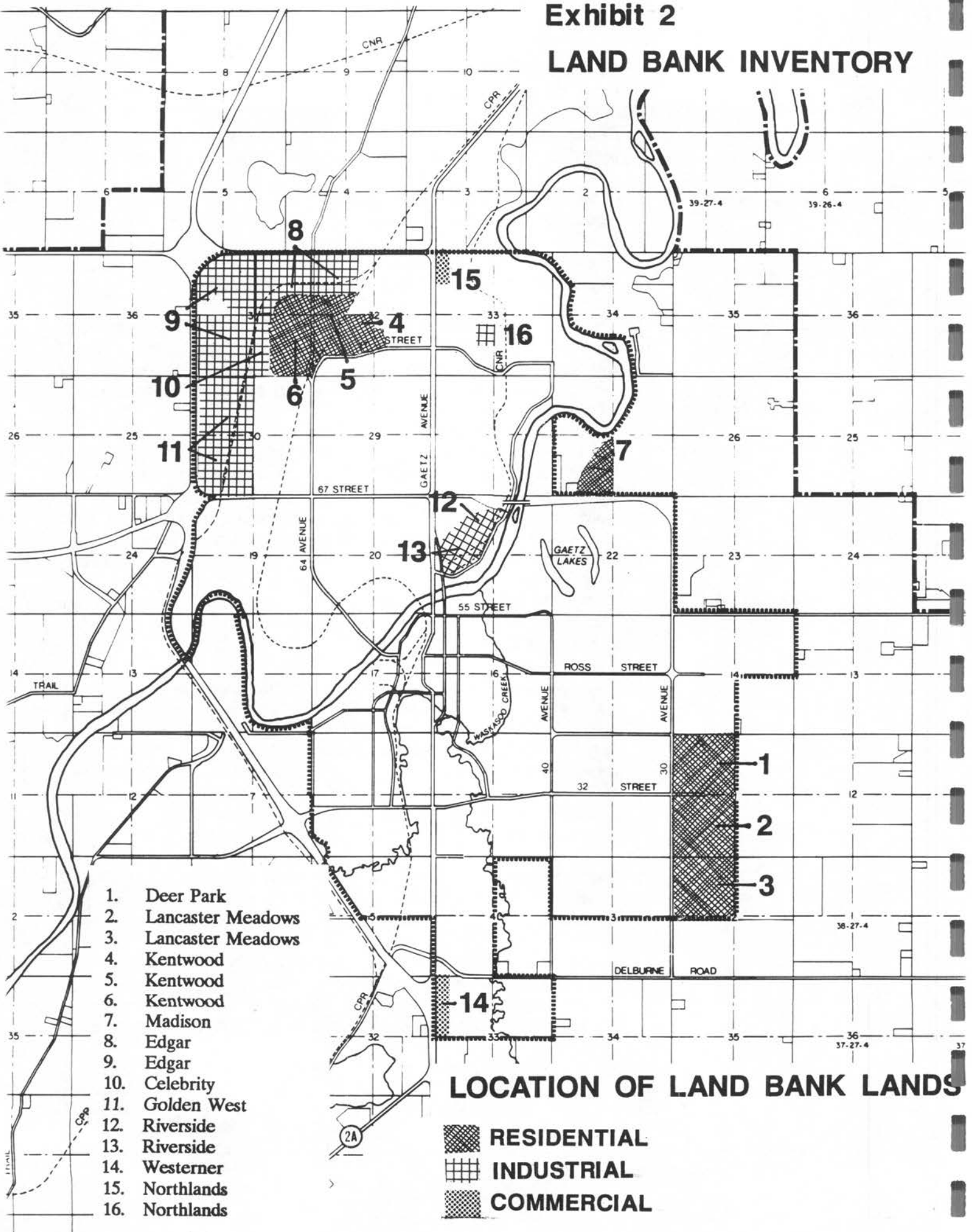
The continuity of the Subdivision Committee can be attributed to the communications capabilities and spirit of co-operation of its members. Specific expertise is available within the Committee to permit professional decisions to be made. the influence of the Finance Department is significant in terms of fiscal planning and land administration.

City of Red Deer Land Banking Audit

<i>Community Services</i>	Community Services provide input to the Subdivision Committee with regard to City requirements for local parks, schools, public housing, etc.
<i>Economic Development</i>	Economic Development is responsible for marketing the City to attract industrial and commercial development to the City. Economic Development also has a responsibility for marketing land as part of the promotion effort. The details of land purchases are handled by the Land Department once a commitment has been obtained.
<i>Engineering Department</i>	<p>The Engineering Department provides technical advice to the Subdivision Committee for storm water, sanitary, water and roads issues associated with land servicing. The Engineering Department provides cost estimates for these components, engineering design services and construction management services.</p> <p>The Engineering Group co-ordinates the Public Works Department when Public Works forces are used for construction activities. When private-sector forces are used, the Engineering Department is responsible for site management activities. Private forces carry out the majority of the work. City forces are used when excess capacity exists in manpower and equipment. All time and cost of materials are accountable on a unit basis.</p>
<i>Electric Light & Power</i>	Electric Light and Power provides technical utilities advice to the Subdivision Committee. The design and installation is co-ordinated by the Engineering Department.
<i>Financial Services</i>	<p>The Financial Services participation on the Subdivision Committee ensures that all initiatives for development are considered in the context of the City's fiscal capabilities and that financial results are reported. Expenditures and revenues are compared to the budgets prepared by the respective departments involved in the management and implementation of Land Bank activities. Finance identifies major capital expenditure variances on an annual basis and obtains explanations from the appropriate department.</p> <p>The Land Assessment and Taxes Department reports to the Director of Finance. Land Bank responsibilities of the Land Assessment and Taxes Department include the following:</p> <ul style="list-style-type: none">● establishing fair market value for residential properties;● organizing and administering lot draws for residential lands;● selling lots not selected at lot draws;● tracking all City-owned lands inventory, except commercial and industrial lands;● executing sales agreements;● processing of all agreements when finalized by Economic Development;

Exhibit 2

LAND BANK INVENTORY



1. Deer Park
2. Lancaster Meadows
3. Lancaster Meadows
4. Kentwood
5. Kentwood
6. Kentwood
7. Madison
8. Edgar
9. Edgar
10. Celebrity
11. Golden West
12. Riverside
13. Riverside
14. Westerner
15. Northlands
16. Northlands

LOCATION OF LAND BANK LANDS

-  RESIDENTIAL
-  INDUSTRIAL
-  COMMERCIAL

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- purchasing all land for future development; and
- co-ordinating the activities of the Subdivision Committee.

Regional Planning

The Regional Planning Commission provides planning advice to the Subdivision Committee as part of its role as technical advisor for all City planning. In addition, the Regional Planning Commission prepares all the necessary planning documentation required under The Planning Act for City development. This includes area structure plans and subdivision plans.

The Regional Planning Commission also provides strategic planning advice on long term directions for development, including the commissioning and/or preparation of reports related to market demand and supply aspects for commercial, industrial and residential lands.

City Commissioner

The responsibility of the City Commissioner is to ensure that the Subdivision Committee provides appropriate information to Council in order for Council to make informed decisions.

Council

Council makes decisions to approve development programs, acquisition and sales of Land Bank assets.

2.3 *Land Bank Inventory and Historic Activity*

Exhibit 2 identifies the location of lands currently being held by the City in the Land Bank and the location of these lands in the City by type. Exhibit 3 provides a breakdown of the Land Bank assets by category of use. The original costs of these lands are presented along with their estimates of current market value.

The current Land Bank inventory comprises:

- 129 serviced lots (37 acres);
- 775 residential acres;
- 886 industrial acres.

Exhibit 3 shows that market value of Land Bank unserviced lands as at December 31, 1989 is some \$14.9 million, comprising \$6.9 million for residential lands and \$8.0 million for industrial land. This compares to purchase prices of some \$14.0 million for these lands (current dollars). It is significant that some land acquisitions are currently valued at below acquisition costs. If opportunity costs, or carrying costs are considered, there are even more holdings which "cost" more than market value.

The value of unrecovered trunk servicing costs (including carrying costs) as at December 31, 1989 was \$18.3 million.

The net investment in the Land Bank as of December 31, 1989 was \$14.8 million. The following shows how this was calculated:

Exhibit 3

Land Inventory Held For Subdivision Development (Excluding Servicing Costs) As of December 31, 1989

Subdivision	Legal Description	Area In Acres	Original Cost	Total Current Market Value
Residential Subdivisions				
1. Deer Park	NW ¼ 11-38	85.00	\$ 340,000	\$ 1,020,000
2. Lancaster Meadows	SW ¼ 11-38	155.00	620,000	1,705,000
3. Lancaster Meadows	NW ¼ 2-38	160.00	640,000	1,440,000
4. Kentwood	Part Sec. 32	109.30	195,850	1,147,650
5. Kentwood	Part Sec. 32	30.00	700,000	315,000
6. Kentwood	Part SE ¼ 31	126.00	255,760	1,008,000
7. Madison	Part SW ¼ 27 Park NW ¼ 27	60.00	981,558	270,000
Total Residential		725.30	\$ 3,733,168	\$ 6,905,650
Industrial Subdivisions				
8. Edgar	Pt. NW ¼ 32 Pt. NE ¼ 31	231.00	\$ 413,642	\$ 2,541,000
9. Edgar	Pt. NW ¼ 31 Pt. SW ¼ 31	247.00	355,182	1,976,000
10. Celebrity	Pt. SE ¼ 31	19.00	570,000	152,000
11. Golden West	W ½ 30	275.00	8,250,000	2,200,000
	Pt. NW 19	12.75	382,500	127,500
	Pt. NE 19	19.00	96,357	285,000
	812-0210	2.00	10,143	30,000
12. Riverside	Pt. NW ¼ 21	37.50	101,948	300,000
13. Riverside	Heavy	26.50	22,710	212,000
14. Westerner	---	12.20	58,681	122,000
15. Northlands	---	2.70	8,770	40,500
16. Northlands	---	1.30	1,950	19,500
Total Industrial		885.95	\$10,271,884	\$ 8,005,500
Total All Subdivisions		1,611.25	\$14,005,052	\$14,911,150

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• Market Value of Unserved Land	\$14.8 million
• Unrecovered Trunk Servicing Costs	<u>18.3 million</u>
	\$33.2 million
• Less: Contributions and Surplus from Land Sales	<u>18.4 million</u>
• Net Investment	<u>\$14.8 million</u>

Note: Figures provided by City Financial Services and do not include internal servicing costs.

Exhibit 4 presents the historic development and absorption associated with residential and industrial lands for sales by the City. The historic annual demand for lots in the City of Red Deer since 1984 has been approximately 270 residential lots per year from the private and public sectors. The inventory of vacant residential lots in the City, both public and private, at the end of 1990 was approximately 350 lots, which represents approximately 1.3 years' supply.

With respect to industrial land, Exhibit 4 indicates that on average 14.6 acres per year of industrial land has been absorbed in the 1976-90 period, ranging from 0 to 36 acres, reflecting peak and low economic conditions. In presenting the Province's Gross Domestic Product Indicator, it is shown that sales generally follow losses and gains of this indicator.

Based on this historic absorption average, the current inventory of serviced industrial lands is in excess of 44 years' supply. However, sustained economic demand or comprehensive marketing would reduce this absorption period.

2.4 *Summary*

The City of Red Deer has been involved in land banking for 35 years and has extended its participation from the initial position of serviced lots for residential purposes to servicing industrial and commercial lands.

The role of the private sector in land development activity in Red Deer has been limited to the residential and commercial markets. The involvement of the private sector has been market sensitive and at times the City has been required to assume the role of major owner and developer of residential lands.

The Land Bank is administered by a Subdivision Committee comprising representatives from several City departments, and the Regional Planning Commission. The Subdivision Committee makes recommendations to Council regarding acquiring, developing and disposing of Land Bank assets. The Subdivision Committee responds to general directives which have been in place since the inception of the Land Bank with policy

Exhibit 4

Land Absorption and Economic Indicators

Year	Total Residential (Lots)	City Residential (Lots)	City Industrial (Acres)	Alberta Gross ¹ Domestic Product (\$'000s)
1976	N/A	N/A	30.6	\$40,119
1977	N/A	N/A	16.2	41,907
1978	N/A	N/A	9.6	44,537
1979	N/A	N/A	23.6	49,345
1980	N/A	N/A	29.4	51,486
1981	N/A	N/A	36.2	55,026
1982	N/A	N/A	---	52,350
1983	N/A	N/A	1.6	50,800
1984	108	71	0.6	53,392
1985	316	170	6.2	56,616
1986	536	163	5.6	56,553
1987	249	96	4.6	57,548
1988	121	53	12.4	62,350
1989	221	91	* 8.5	63,143
1990	323	80	32.4	N/A
Total	1,874	724	218.5	N/A
Average 1976-1990	N/A	N/A	14.6	N/A
Average 1984-1990	267.7	103.4	10.0	

1. 1986 constant dollars; Alberta Bureau of Statistics

* Does not include 70 acres of land sold for rail relocation.

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clarifications from Council as required. The objectives and policies of the Land Bank have not been, or are currently not sufficiently specific or measurable to determine whether the Land Bank is effective or efficient.

The unserviced land in the Land Bank is valued at \$14.9 million. Land holdings as of December 31, 1989 include:

- 129 serviced residential lots (37 acres);
- 725 acres of residential land;
- 886 acres of industrial land.

Since 1984, annual demand for residential lots in the City of Red Deer has been in the order of 270 lots per year. The City, through its Land Bank, has provided an average of 103 lots or 38%, near the City policy limit of 40%.

Industrial land sale activity by the City over the past 15 years has absorbed 218 acres, averaging 14.6 acres per year.

Based on historic demand, the current supply of residential land is sufficient to meet the City's future requirements for 11 to 13 years. The supply of industrial land is in excess of foreseeable requirements. This does not mean, however, that supply in specific areas will last that long. For example, in East Red Deer, the supply may not be continually available if private developments must proceed before City-owned land can be developed.

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3.0 Land Bank Performance

The evaluation of performance of the Land Bank is presented as follows:

- achievement of objectives and policies;
- market performance;
- financial performance;
- inventory;
- productivity of allocated resources; and
- organization/administration.

A review of several municipalities in Alberta which are involved in land banking was also carried out to identify the key elements of their operations. Similarly, a review of several municipalities across Canada regarding the front-ending of servicing was also undertaken to compare to the Red Deer approach to front-end servicing.

3.1 Objectives and Policies

Most of the objectives and policies under which the Land Bank is being administered are not conducive to evaluating the efficiency or effectiveness of the Land Bank operation.

There are seven objectives which the Subdivision Committee tries to achieve. The following is an assessment of the overall performance of the Land Bank relative to these objectives and associated policies.

1. *To provide serviced residential lots for individual owners wanting to build their own houses.*

The Land Bank offers residential lots to individuals who can acquire these lots either through the lot draw process or over the counter when surplus lots are available.

2. *To ensure supply of serviced residential lots to house builders not in a position to assemble land and service it themselves.*

House builders participate in the same lot draw process as individuals and are also eligible to purchase lots over the counter if any are available after draws.

With respect to these two objectives, Council has set a policy for the Land Bank to target for 40% of total residential lots estimated as required in a particular year. Close monitoring of historic utilization and interaction with the private sector has resulted in a reasonably consistent compliance to this 40% benchmark.

3. *To ensure a supply of serviced lots at a reasonable price, reflecting market value.*

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For residential lots, over the past several years the City has formalized a process whereby market price for City-produced lots is determined with input from the private sector. There have been instances where Council has reduced the lot prices below "market value". With regard to industrial lots, the private sector is critical of the pricing policy for these lands, feeling that prices are too high, and not reflective of market conditions.

In determining fair market value, a number of criteria should be considered, including:

- selling price of comparable properties;
- cost of production and/or replacement cost;
- profitability and income requirements; and
- social considerations.

These criteria should also be reflected when land acquisitions are being considered.

4. *To continue a high standard of design and create a good living environment.*

The engineering and planning standards in place are currently applied equally to all developments. In the past, the City practice was to provide in excess of the requirements for green space. Under current policy, the City and private sector are required to meet the same standards of design. The City has not attempted to impose architectural guidelines for development whereas the private sector regulates urban design through this mechanism.

5. *To provide school, neighbourhood park and recreation sites at no cost.*

This objective is redundant under the provisions of the Provincial Planning Act, which stipulates dedication of land for these purposes. The City and private sector have responded to the requirements of the Act. If additional dedications are required these are paid for by the City.

6. *To control the direction of growth to ensure that development takes place in an orderly, effective and efficient manner.*

The City policy to provide major trunk services ("front-end") for sequential developments has played a significant role in controlling the direction of growth. The City policy permits non-sequential development at the cost of the developer and with the approval from Council.

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The residential Land Bank holdings have not been used to direct growth but rather to ensure residential lots are available. Despite City policy which limits the City's Land Bank activities to one geographical area of the City, recent circumstances have resulted in the City offering lots for development in several parts of the City which may not be particularly effective or efficient.

The City has a monopoly on industrial land in the City, and has an inventory of serviced lots sufficient to influence the direction of industrial development.

7. *To ensure supply of serviced industrial land is available for development.*

Based on historic demand, there is an excess of serviced industrial land in the Land Bank. The amount of total industrial land is far in excess of near and mid-term requirements even with aggressive forecasts.

Summary of Objectives & Policy Performance

The objectives under which the Land Bank is administered are not measurable and therefore quantitative determination of effectiveness, efficiency and success in meeting objectives is not possible.

Policy is driven by Council decisions based on administration reports. There is no concise comprehensive policy statement for the Land Bank operation. This results in the potential for poor administration and management.

Some policies are not consistent in their application, i.e., fair market value for sales; limiting directions of development.

There is an underlying perception that the purpose of the Land Bank is to provide affordable (low cost) lots for residential and industrial purposes. There is no policy or objective to legitimize this perception.

3.2 *Market Performance*

- Residential

As previously presented in Exhibit 4, the Land Bank has been averaging an annual absorption of approximately 103 lots per year for the last five years. This steady absorption indicates that the Land Bank has reasonably responded to the requirements of the market for residential properties.

The residential component of the Land Bank appears profitable. There is no objective or policy of Council which identifies the need to be profitable or the degree of profitability required. Based on current objectives and policy, residential lands could be developed and sold at a

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loss as long as they were sold at fair market value. This would certainly respond to demand but may not be in the best financial interest of the City.

The popularity of the residential lots developed through the Land Bank for builders suggests that this component has been operating relatively successfully. More flexibility in marketing could increase performance, i.e., sell more land. However, there is no incentive to increase performance and there is no definition of performance except with regard to achieving the target of 40% of total residential demand for single-detached housing lots.

Industrial

The current inventory of industrial land provides a good selection of serviced lots. However, the purchasing activity outside the City limits suggests that the City-owned lands are not well positioned relative to competition. This may be due to:

- higher pricing;
- restrictive terms of sale;
- development restrictions;
- the lack of a focus market strategy; and
- low market demand resulting from economic conditions.

Private sector groups, including realtors, private investors and City businesses, feel frustration with the lack of success in marketing industrial lands and in the lack of opportunity to influence performance.

3.3 *Financial Performance*

The policies and procedures in place do not require the Land Bank to report basic financial information such as profit/loss; revenue expenditure forecasts; cash flow requirements; etc. This type of information is needed to ensure that informed businesses decisions are made with respect to both residential and industrial components.

Budgetary control should be improved. Major subdivision expenditures appear to be budgeted for, however, additional departmental expenditures may be incurred without budget approval. While these non-budget expenditures have not been significant, the control should be improved.

No specific individual is assigned the responsibility of monitoring the Land Bank accounts on a monthly basis to ensure that transactions are properly authorized and accurately recorded. Monitoring the Land Bank budgets to actual costs incurred would provide a mechanism for early detection of potential budget overruns and losses. As well, financial performance measures do not appear to be clearly defined. If one of the goals of the Land Bank is to be a self-sufficient operation, then performance measures such as profitability should be clearly defined and final results should be

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monitored and evaluated against the pre-determined performance measures.

When budgeting for development, historic direct charging should be used as a basis for budgeting. At the present time, a percentage administrative charge is used which may or may not represent the time spent by various departments participating in the Land Bank.

The same parameters should be established for the development of budgets by departments involved in land banking. Currently, departments use different assumptions and parameters to establish the basis for their budget, including the differences in the number of lots to be brought on stream.

3.4 *Inventory*

Current information regarding demand for industrial and residential lands is provided through the Red Deer Regional Planning Commission. These market forecasts are based on a combination of historic activity, projected population and economic activity. This information is used to determine next year land requirements and inventory levels. Current supply of industrial land is in excess of near term forecast demand.

The Subdivision Committee reviews current development application from the private sector to assist in determining how many lots to develop and what inventory of serviced lots to be brought on stream for a particular year.

There is no formal inventory maintenance program in place for either residential or industrial lands. The current inventories of residential and non-residential lands were previously presented in Exhibit 3.

The Land Bank does not have a business/marketing plan beyond a 1-year horizon period. A plan with a longer horizon period, say five years, would assist the City in better defining its objective of orderly, effective and efficient growth and determine when inventory should be replenished by stage of development.

A process needs to be established for systematic review of inventory for industrial and residential land. Inventory should reflect the policies of Council, the marketing program of the Land Bank and the economic realities of the market place.

The current practice of allocating lands purchased for other reasons, i.e., railway lands, exhibition grounds, etc., to the Land Bank needs to be reconsidered if inventory control is a concern of the City. The inclusion of these lands in the Land Bank may not be consistent with the purpose of the Land Bank and may distort financial performance of the Land Bank.

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3.5 *Productivity of Allocated Resources*

The human and equipment resources required by the Land Bank are directly charged to the Land Bank. This is the preferred method and most accurately reflects the cause and effect relationships of changes in policies or program directions. The capability exists to identify the exact cost of a particular lot from the point of acquisition as raw land to the point of closing the final sale. This capability allows for the tracking of costs, and profitability.

The costs and revenues of the industrial and residential components are aggregated by subdivision. The number of sold and unsold lots by subdivision are not recorded in the general ledger, and it is not feasible to track the number of lots sold in the general ledger, although this information is critical for management reporting. It is therefore difficult to determine the financial results of the land sales.

3.6 *Organization and Administration*

Under the present operational structure, the Subdivision Committee makes recommendations to Council on residential land sales and the Economic Development and the Commissioner make recommendations on industrial and commercial land sales. The Subdivision Committee and Economic Development Department do not have specific terms of reference to administer and manage the Land Bank and its assets. Without terms of reference, there is no basis on which to evaluate performance of these groups on a regular or formalized basis.

The administration and management of the Land Bank is dispersed over several departments and agencies. These groups have specific and defined responsibilities in their individual areas of responsibility, i.e., finance, engineering, planning. The members of the Committee have many responsibilities other than the Land Bank. However, they are required to participate and focus on Land Bank matters on a regular basis as members of the Subdivision Committee.

The Land Bank asset is substantial and there is no one individual or group with formal responsibility to manage and administer this asset. Unless specific terms of reference, policies and procedures and/or a formalized responsibility are assigned, the potential exists for inefficient and ineffective operation. It is the collective feeling of the Subdivision Committee that a formalized structure with a formal mandate would improve the Land Bank administration and management in the following ways:

- accountability would be achieved;
- expertise would be focused; and
- resources would be better utilized.

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3.7 *Land Banking in Other Communities*

We have contacted a number of communities to identify their involvement in land banking.

A literature review and initial contacts with Land Bank operations in Alberta and other provinces indicated that a review of out-of-province Land Bank operations would have little relevance to the Red Deer situation, therefore, we limited our survey to Calgary, Edmonton, Lethbridge, Medicine Hat, and Grande Prairie. Other smaller municipalities who have Land Bank programs were excluded from this review due to the limited size of their activities.

Lethbridge

The City of Lethbridge is a major land developer of both residential and industrial products and accounts for about 30% of the market activity in the City. The Land Bank operation is administered through the office of the Economic Development Department which has responsibility for all aspects and management of the Land Bank. Currently the Land Bank holds 1,200 acres of raw residential land and 80 serviced lots for sale. Approximately 480 acres of future industrial land and an additional 190 acres of serviced lots in the City's Churchill Industrial Park is owned by the City. The City has a small inventory of serviced commercial lots in various locations.

Medicine Hat

Up until this past year, there were primarily two development groups in the City of Medicine Hat, the City itself and a private sector developer. The private sector developer has since gone into receivership. The City of Medicine Hat holds approximately 6,000 acres for residential development and an additional 1,700 acres for industrial uses, most of which is raw, unserviced land. Currently, the City has in excess of 270 serviced residential lots located in 6 different neighbourhoods. The Land Bank maintains an inventory of at least 250 residential lots for sale. There are no residency requirements to purchase lots from the Land Bank, which are priced based on a formula comprising a fixed land cost and a variable utility and servicing cost. However, excavation for foundations must commence within 8 months of purchase and completion of the development within 10 months thereafter.

The Medicine Hat Land Bank is administered under the direction of the Land and Property Department. It is anticipated that the City will be required to provide 100% of all land requirements for the future.

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Grande Prairie

The City of Grande Prairie, over the past several years, has taken the position of phasing itself out of the Land Bank involvement. The Land Bank is currently administered by the Real Estate Supervisor of the Planning Department and holdings at the present time include 1,500 acres of industrial lands, most of which is not serviced..

Calgary

The City of Calgary participates in land banking for two purposes:

- to provide social-assisted housing through CalHome, a building company of the City of Calgary; and
- to market industrial research park land.

The City of Calgary has been relatively inactive in CalHome until recently, when increased prices for lots, and real estate prices in general increased the demand for low-cost "affordable" housing. The City is divesting themselves of the industrial lands and is not replenishing their inventory for further participation.

Edmonton

The City of Edmonton, over the past several years, has had a major Land Bank holding through its Millwood project in southeast Edmonton and its Edmonton Research Park in south Edmonton. The City has a Land Management Branch comprising acquisition, sales and appraisal components. A staff of over 50 individuals are involved in marketing and developing these lands. At the present time, the City has no intention of increasing their inventories and the long term plan is to phase out the land management group after current inventories have been sold.

Comparison Conclusions

Other communities have identified a group or individual with the responsibility of administering and managing the Land Bank. In the community where the private sector has been limited in its participation in land development, this community has been forced to undertake a major and an ongoing role of land developer. In communities where the private sector has been given the opportunity to play a larger role in development, i.e, Calgary, Grande Prairie, Edmonton, these communities have had the opportunity to vary their participation and plan for eventual phase out of the Land Bank, if appropriate.

Exhibit 5

Assessment of Front-End Servicing Approaches

	Benefits	Constraints
Developer Front-End Services Developer City	<ul style="list-style-type: none"> ● Cannot hold up land development program ● No financial commitment ● Lot is assessed at high price; added to City's assessment role 	<ul style="list-style-type: none"> ● Costs may be prohibitive ● Need to finance other beneficiaries ● Limits entry and competition ● Increases costs of lot ● May be difficult to promote orderly growth ● Developer controls land availability (supply) ● City required to front-end if no other developers interested (City is a developer)
City Front-End Services Developer City	<ul style="list-style-type: none"> ● Reduces burden of front-end servicing ● Encourages efficiency ● All costs allocated to house cost, taxation and user charges ● Control direction of development and allows orderly planning ● Increase supply of developable land ● Control supply of developable land 	<ul style="list-style-type: none"> ● City controls timing and direction of development ● City controls direction of development ● Required to extend services from trunk to property ● City required to carry financial commitment

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3.8 *Front-End Servicing*

IBI Group carried out a major review of approaches to front-end major trunk services for municipalities across Canada. It has been determined that there are two basic approaches to front-end servicing, as follows:

- front-ending is carried out by the developer who passes on the cost to subsequent developers which benefit from front-ending and/or the home-buyer;
- the municipality front-ends the services either by debenture/special budget (funds) with recovery through acreage assessments, financing through City utilities, utilizing provincial funding, and/or supporting services through general taxes.

The results of our survey determine that there are three critical factors which all municipalities had to address, as follows:

- *Affordability* - expressed in the ability of the developer/City to afford front-end service and ultimately how the decision to front-end services affected the ability to produce an affordable lot for the home-buyer;
- *Efficiency* - related to economies of scale and lower production cost while ensuring that a supply of land can be brought onto the market quickly and effectively in response to changes in demand so that prices can follow costs without artificially induced fluctuations;
- *Equity* - to ensure that there is an equity relationship of costs and benefits to the home-buyer, the developer and to the taxpayer in any scheme to service and finance the servicing of lots.

Included in our survey were the following communities:

- Lethbridge, Medicine Hat, Edmonton and Calgary;
- Winnipeg;
- London, Hamilton, Mississauga;
- Montreal, Quebec City and Hull;
- Surrey and Richmond.

Exhibit 5 presents a tabular summary of the benefits and constraints of front-end servicing approach to a developer and to the City.

Assessment of the City of Red Deer Approach

The City of Red Deer front-end services for development. This reduces the burden on the developer for front-end servicing and permits better

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access for participation by the private sector in land development. It also permits the City to direct development and allows for orderly planning. The City controls the supply of developable land and can increase the supply of developable land to encourage more private sector participation. In order to provide this security and flexibility for the City, the City is required to carry a substantial financial commitment which is recovered from the developer through acreage assessments.

For the most part, this approach by the City is favourable for the developer who can then maximize financial participation to the process of bringing on lots. However, with the City front-ending services, the developer is controlled by the City in terms of timing and direction of development unless the developer chooses to "leap-frog" unserviced land and front-end services by themselves. The City of Red Deer policy permits leap-frogging at the discretion of Council.

Affordability

In front-ending services, the City of Red Deer is assuring affordability in that front-end costs are amortized to all developments through the acreage assessments.

Efficiency

With respect to efficiency, the City of Red Deer has the financial resources in place and the technical expertise required to respond to fluctuating market demand. When a developer front-ends services, efficiency is critical as are market conditions. In a poor market a developer will not be able to finance this major expenditure. The City, with its broader base and financial resources, however, can front-end in times of slower economy in anticipation of future renewed demand. This approach smooths out the peaks and valleys associated with economic cycles.

Equity

The scale of development in Red Deer, at the present time, is such that participants in the development industry are not able to afford the massive costs associated with front-end servicing. With the City funding trunk services development, it provides a situation which encourages private sector development and provides an affordable lot to the buyer. The City front-ending services does not impact the general financial situation of the municipality in the long run since payback with interest is obtained from the developer. The objective of the municipal financing of front-end servicing eventually should be to become self-sufficient so that initial capitalization is paid off and subsequent projects are financed from

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3.9 Performance Summary

accumulated funds. This, in fact, is a direction that the Red Deer approach is heading.

Many of the policies and objectives that are in place are not conducive to evaluating the success or failure, accomplishments or deficiencies of the Land Bank operation.

Policy is driven by Council decisions based on reports and recommendations of the Subdivision Committee. There is no concise comprehensive policy statement for the Land Bank operation. This has a potential to result in poor administration of the land assets.

Some Council policies are violated, i.e., fair market value.

Market Performance

Residential component of the Land Bank appears profitable, however, there is no requirement from Council for the Land Bank to be profitable or the degree of profitability required.

The construction industry is generally supportive of the City's activities in the Land Bank, however, their expression of better marketing of the Land Bank asset has been suggested which could include the selling of parcels of lots to builders or selling partially serviced land to developers.

Industrial land base is substantial and the demand is low despite lands being marketed at "fair market value".

There is no long term development/growth strategy for the City, although one is currently being prepared.

Financial Performance

Budgetary control should be improved and subdivision budget should be monitored on the basis of the entire project as well as on an annual basis.

No specific individual has been assigned to monitor the Land Bank accounts on a monthly basis to ensure that transactions are properly authorized and accurately recorded.

Inventory

There is no formal inventory maintenance program in place for either residential or industrial lands. Basic inventory information regarding current land holdings, surplus lots, costs/revenues/profits related to the inventory asset is not readily available.

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The current practice of allocating to the Land Bank lands purchased for other reasons may be inappropriate given current goals and objectives as stated by the administrators of the Land Bank. Council should review whether such allocations are an appropriate use of the Land Bank. These lands could be, for example, administered by the Land Bank but financed by other sources.

Productivity of Allocated Resources

The capability exists to identify the effectiveness and the efficiency of resources, including time, equipment utilization and costs. However, under current procedures, there is no requirement to measure effectiveness and efficiency.

Organization and Administration

Administration and management of the Land Bank is carried out under a committee structure making recommendations to Council. Neither the Subdivision Committee nor the Economic Development Department have specific terms of reference to administer and manage the Land Bank and its assets.

The members of the Subdivision Committee and the Economic Development Officer have other responsibilities which are formally documented. As such, the process for administering and managing the Land Bank tends to be one of the deliberation and eventual consensus rather than characterized by the pursuit of specific goals and objectives.

Land Banking in Other Communities

Other Alberta communities have identified a group or individual with the responsibility for the administering and managing their land banks. In Medicine Hat, where the private sector has been limited in its participation in land development, the City has been forced to undertake a major and an ongoing role of land developer. In communities where the private sector has been given the opportunity to play a larger role in development, communities vary in the degree of their participation in land development.

Front-End Servicing

The City of Red Deer builds the necessary trunk sewers to lands to be developed and finances this activity through debenture. Developers are assessed a recovery levy on a developable acre basis. This approach permits the City to direct development in an orderly fashion. This approach also permits the City to increase the supply of developable land

City of Red Deer Land Banking Audit

to encourage more private sector participation through servicing more land. In order to achieve this degree of control, the City makes the substantial financial commitment with the intent that costs will be recovered from the developer over time through acreage assessments. There has been one instance in the past where the City has written-off the development costs associated with front-ending of services, an action made necessary by poor market conditions, i.e., carrying cost exceeding cost recovery. In order for this situation to be avoided in the future, acreage assessments need to be reviewed on a regular basis in order to ensure the necessary adjustments for inflation, etc., are factored in and the City needs to carefully evaluate the potential cost recovery of the expenditure relative to market conditions, i.e., risk management.

The approach of front-ending services by the City is favourable for the developer who can maximize financial resources on the task of developing lots. In this manner, more affordable lots are provided, front-end services are more efficiently developed by the City who has greater experience in this area, and equity is achieved for all participants including the developer, City and property purchasers.

Exhibit 6

Implementation Schedule of Initiatives

Initiative	<u>1991</u>	<u>1992</u>
Strategic Plan	X—Develop—X X—Approve—X	X—Implement—X
Land Bank Management Information System	X———X	
Structure Responsibilities	X———X	X———X
Develop Business Plan	X—Initial—X	X—Update—X
Inventory Management System	X—Initial—X	X—Update—X
Write-Down Industrial Lands	X———X	
Private Sector Participation	X—Initial—X	X——Ongoing——X
Budget and Analysis	X———X	X—Ongoing—X
Improve Reporting	X———X	X—Ongoing—X

4.0 Improvement Opportunities and Strategies

A number of opportunities are available to improve the existing operation and management of the residential and industrial components of the Land Bank. Some of these opportunities are capable of being implemented immediately by staff without further analysis and can produce immediate improvements in performance and effectiveness. These include changes to current methods of operation. Other opportunities require a longer implementation period, and involve additional research and investigation before implementation. Exhibit 6 presents a timetable for implementation.

The following elaborates on those items which should be undertaken immediately. Some of these items will require a longer period of time to implement and will also require the participation of Council in ratifying recommendations. Others will be immediately implementable by staff.

4.1 *Initiate Strategic Planning Process*

A strategic planning process needs to be initiated in order to develop goals, objectives, strategies and plans for all elements of the Land Bank operations. The key elements of the strategic plan are summarized as Exhibits 7 and 8. Fundamentals such as a mission statement for the Land Bank need to be developed. Based on the mission statement, the goals of the Land Bank need to be clearly articulated and the objectives developed by which Council can monitor the performance of the Land Bank operation.

The key to the strategic plan lies in the objectives and the action plan to attain these objectives. Objectives should be clearly stated, and measurable and could include such specifics as:

- the number of lots to be sold;
- the amount of land to be serviced;
- profit levels to be achieved;
- products to be marketed, including serviced lots, blocks of serviced land, raw land;
- inventory to be held;
- and others.

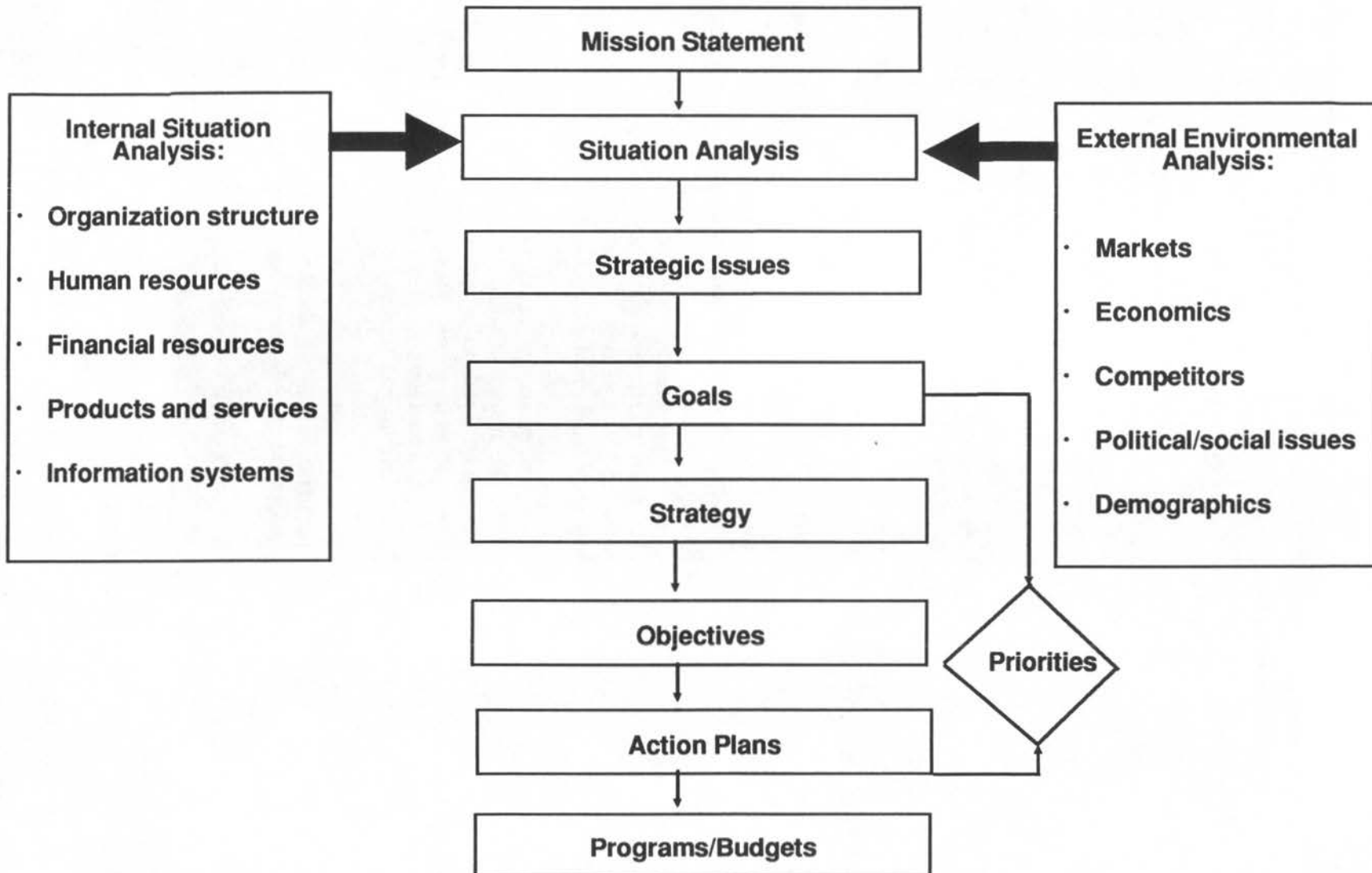
The strategic plan should also identify when and how the City should participate in development through the Land Bank.

The strategic plan will identify the organizational structure for administering and managing the Land Bank asset.

It is recommended that the development of the strategic plan commence immediately. A horizon period for completion should be established, between 6 months and a year. The strategic plan, along with its goals and objectives, should be debated in Council and a final plan adopted. The

Strategic Planning Process

The following general strategic planning process has been developed for The City of Red Deer:



City of Red Deer Land Banking Audit

mandate of the Land Bank should be reviewed at a minimum every three years. The strategic plan itself, along with its objectives, should be assessed by administration annually and recommendations made to Council for approval.

4.2 *Develop Land Bank Management Information*

A detailed Land Bank management system should be prepared immediately to include the following:

- description of each land holding by parcel legal description;
- information on size and other physical attributes;
- information related to acquisition costs, the rolling development costs including carrying costs, and current asset market value;
- current land use designation and yield relative to designation;
- status of servicing;
- revenue potential; and
- sales activities/revenue.

This basic information is required in order to make necessary management decisions regarding development, acquisition, and disposal of assets.

4.3 *Assign Management Responsibility*

Administration and management responsibilities need to be structured and formalized immediately. At a minimum, the current objectives under which the Subdivision Committee is working should be formally accepted as the basis for carrying out land banking activities until the strategic plan is completed and accepted by Council. It is possible that the current Subdivision Committee structure and the Economic Development Department can continue to manage their respective components of the Land Bank until completion of the strategic plan occurs.

One element of the strategic plan will address the ongoing management and structure for the Land Bank.

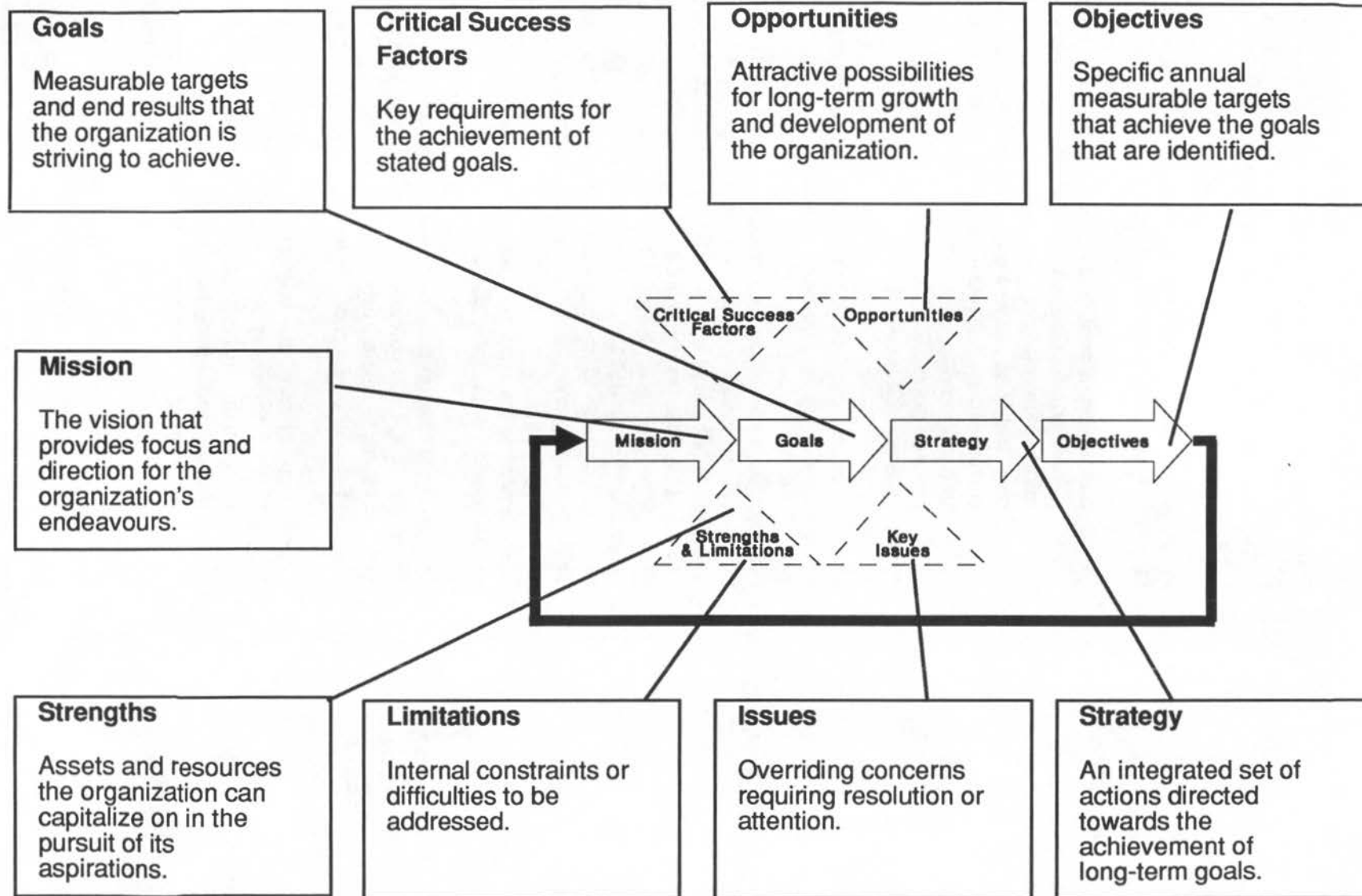
4.4 *Management and Administration Activities and Responsibilities*

Decentralized administration of the Land Bank operation results in inconsistency and the potential for inefficiencies in budgeting, reporting and marketing. Single responsibility for ongoing administration and operation should be assigned. Responsibilities should include:

- preparation of the business plan and the annual update which Council approves;
- co-ordination of all activities required to monitor, purchase, develop and sell lands;
- monitoring and analyzing land inventory requirements;
- determining the 1, 3 and 5-year development plans and servicing activities;
- reviewing and co-ordinating preparation of all budgets and analyzing budget against actuals after the fact;

Strategic Planning Process

To clarify the terminology used in strategic planning sessions, the following definitions are provided:



City of Red Deer Land Banking Audit

- following-up variances with departments, i.e., making sure they are accountable;
- determining profit or loss per land unit sold and reporting profit/loss to Council against the objective set forth; and
- monitoring cost allocations for administration charges, interest charges, and maintaining accurate levy assessments.

The capabilities to undertake all of these tasks need not rest with one individual. However, the responsibility of ensuring all these activities are completed and an accountability to Council must rest with one individual who has the authority and the mandate to ensure effective and efficient Land Bank operation.

4.5 *Business Plan Development*

A 5 to 10-year business plan should be developed immediately by staff. The purpose of the business plan is to understand and ultimately respond to changing market conditions and to develop a business strategy which meets the objectives and goals of the Land Bank. The key elements which should be included in the business plans are:

- historic market analyses including competition;
- identification of target markets;
- projected product requirements;
- immediate, mid and long term development strategies, and financial sensitivity analyses related to development;
- risk assessment;
- marketing strategies;
- current estimates of land value;
- financial proforma;
- cost to complete estimate; and
- implementation schedule.

Business plans need to be developed for both residential and industrial components. The business plan needs to be reviewed and revised annually based on most recent projections, and the direction of the strategic plan.

4.6 *Inventory*

There is no inventory management system in place. Inventory levels will be reviewed annually as part of the review of the strategic plan and business plan.

Inventory levels should be maintained to ensure a:

- 1-year supply of serviced lots;
- 1-year supply of land which can be brought into service immediately.

City of Red Deer Land Banking Audit

The raw land inventory of the industrial and residential Land Bank should reflect an identifiable development horizon. Land should only be purchased for the inventory if there is a positive financial outlook. We suggest that a 5-year supply of raw land is reasonable. If the land can be purchased at a price within the development horizon of the business plan, and meet the financial objectives of Council, it should be included in the Land Bank.

A separate account should be established for lands bought by the City for other purposes than identified in the strategic plan and the business plan of the Land Bank. These assets can be transferred to the Land Bank if they meet the development and financial criteria for the Land Bank.

The practice of the City paying for the extension of trunk services and roads should be continued to ensure developers can afford to participate in land development.

In assessing the feasibility and need to extend and front-end services, the City should:

- ensure trunk services will be extended in a logical and cost-effective fashion, that is, not "leap-frogging" bare land;
- encourage lands within existing service basins be developed prior to extending trunks and roads;
- ensure the pay-back for front-ending can be achieved in a timely manner;
- determine the expenditure achieves its objectives and is a sound investment.

4.7 *Over-Supply of Industrial Lands*

The goals and objectives for providing and marketing industrial lands must be assessed within the context of an economic development strategy for the City. If it is the goal of the economic development program to encourage new industry to locate in Red Deer, the price of land and/or the availability of land should not be considered a constraint. The long term benefit of an increased tax base, new jobs, and other benefits need to be considered against the need to recover the cost of developing industrial land.

4.8 *Write-Down of Industrial Lands*

The excessive book cost being carried for industrial lands overstates the asset values. A write-down of industrial lands to current market value more accurately reflects the financial position of the Land Bank. This is normal accounting treatment.

City of Red Deer Land Banking Audit

Writing down the assets of the industrial component also allows the opportunity to market the land in a different manner, i.e., not to recover cost, but as part of the package to attract new industry to the City.

4.9 *Private Sector Participation*

The private sector should be encouraged to participate as much as possible in land development and marketing. The strategic plan should identify the City's role in land development and the extent of the City's involvement. It should also identify whether the private sector role can be increased and the manner in which this increase can be achieved.

Specific mechanisms should be provided to improve communications with the private sector and to use the resources of the private sector to achieve goals and objectives of the Land Bank, i.e., variety of housing product; marketing of industrial lands; etc.

4.10 *Budgeting and Analysis*

Budgeting should be based on objective data and informed opinion. One body should oversee the administration of the Land Bank to ensure that department budgets are consistent.

Budget variances for subdivision accounts should be identified and analyzed on an exception basis.

4.11 *Reporting Activities*

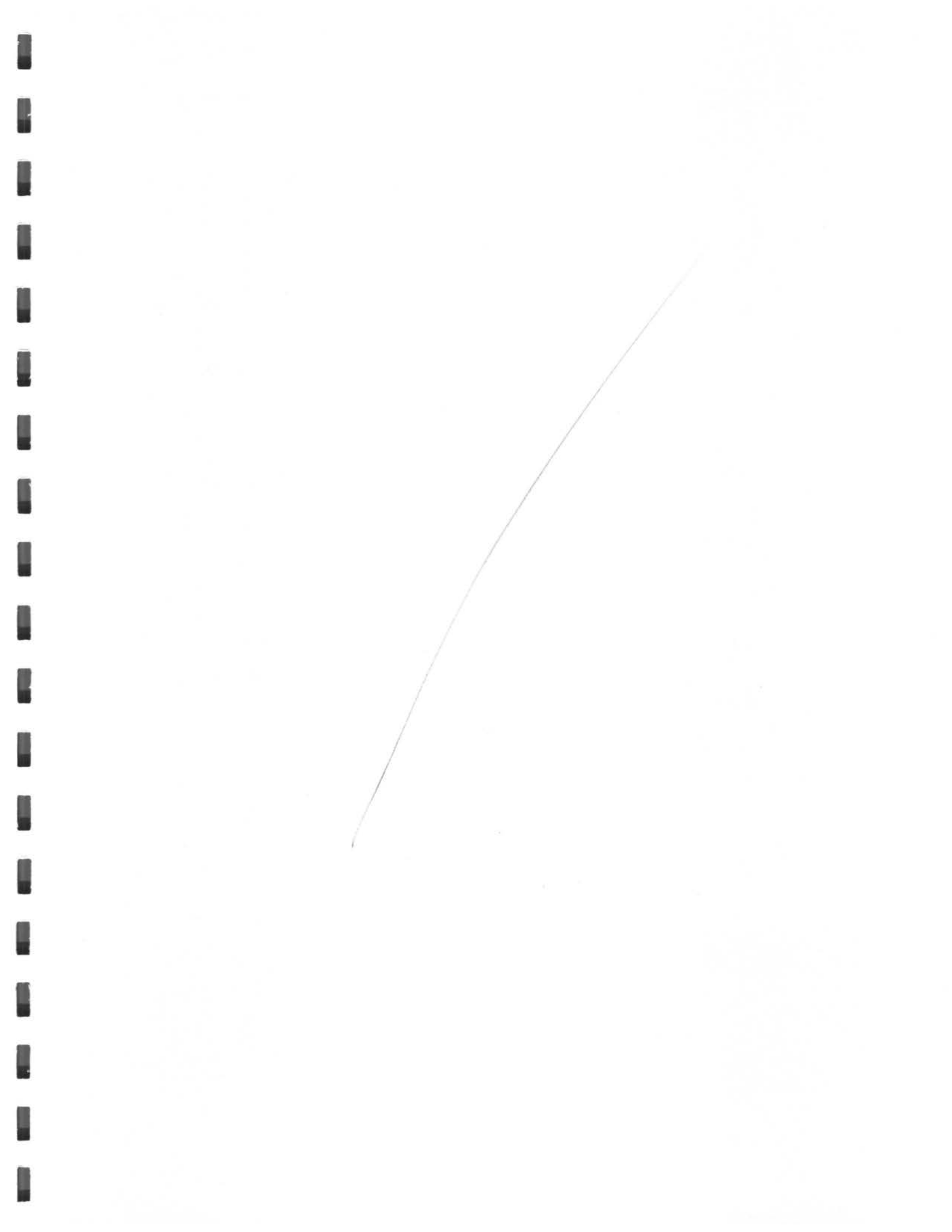
Monthly reporting at the administration level should be initiated on a subdivision/project basis which identifies:

- expenditures;
- forecast cost to complete;
- revenues; and
- variance, and exception analysis against budgets.

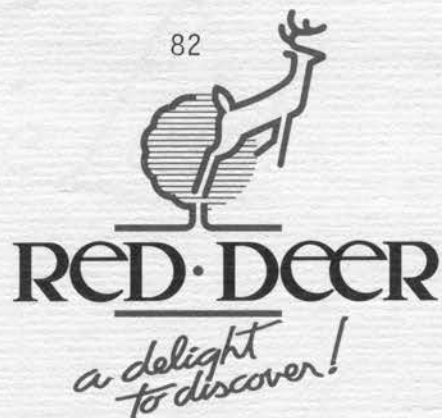
This level of detail should be provided semi-annually to Council.

On an annual basis, Council should receive reports regarding:

- analysis of performance of the Land Bank against the business plan;
- a status report on the Land Bank assets; and
- recommendations.



NO. 13



DATE: March 21, 1991
TO: Charlie Sevcik, City Clerk
FROM: Wendy Martindale
RE: **APRIL 2 COUNCIL MEETING**

As discussed, the Red Deer Tourist and Convention Board would like to make a brief presentation to Council at the beginning of their April 2 meeting.

We would like to introduce the Board's new chairman, and present the Mayor and members of Council with honorary membership in the Red Deer Tourist and Convention Board for 1991.

Wendy Martindale
Manager
RED DEER TOURIST AND CONVENTION BOARD

WM/mm

**THE CITY OF RED DEER**

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

City Clerk's Department 342-8132

April 3, 1991

Red Deer Tourist & Convention Board
P.O. Box 5008
Red Deer, Alberta
T4N 3T4

Attention: Wendy Martindale, Manager

Dear Wendy:

On behalf of the Council of The City of Red Deer, I would like to take this opportunity to thank you for attending the April 2, 1991, Council Meeting and introduce the Board's new Executive and to present members with honorary memberships in the Tourist & Convention Board.

Wishing you all the best in the upcoming year.

Sincerely,

K. Kloss
Assistant City Clerk

KK/ds

*a delight
to discover!*

MEMORANDUM

TO: C. Sevcik, City Clerk

DATE: March 22, 1991

FROM: D. Rouhi, Senior Planner

RE: SUNNYBROOK MULTIPLE FAMILY SITES

The Sunnybrook neighbourhood was developed in the early 1960's but the multiple family sites were developed in late 60's and early in 1970. All multiple family sites were city owned land and was sold to a developer based on certain density which was lower than the Bylaw otherwise would permit. The main reasons were:

1. The streets are narrow and therefore, not suitable for high density.
2. High standards of parking eg. 2 parking stalls per unit, The Bylaw at that time required one stall per unit.
3. High standards of landscaping and appearances.

The density requirements (number of units per site) were part of the land sale agreement. Few apartment buildings have caveats filed against the titles restricting further development and in other cases no caveat had been filed. This situation has created uncertainty for the area resident and they have expressed their opposition to any redevelopment of existing sites resulting in an increase in the density.

To alleviate the concern of the area residents, we are recommending to City Council that all of the multiple family sites in Sunnybrook be re-designated to multiple family maintaining existing density of development.

Page 2

If the City Council agrees with our recommendation, the required land use amendment limiting density to existing development is attached for Council's consideration.



D. Rouhi, ACP, MCIP
Senior Planner

DR/em

Encl.

cc: Mr. T. Chapman, City Solicitor

Commissioner's Comments

We would recommend Council give the draft amending bylaw 1st reading following which same will be advertised for a Public Hearing.

"R.J. MCGHEE"
Mayor



32 ST.

1
INLEY CRES.

R2 R3-D160

R3-D160
C3

R2

R3-D220

SIFTON AVE.

R3-D200

SELKIRK BLVD.

2

SOMERSET CL.

R2

2

SOMERSET CL.

3

SPRINGFIELD AVE.

LOT R

LOT S

STANTON ST.

R3-D100

STANHOPE AVE.

40 AVE.

STEWART ST.

SPENCER ST.

SCOTT ST.

4

R3

SUTTON CL.

4

6

WYNEY CL.

MAP NO. 5/91
(BYLAW NO. 2672/H-91)

Change from R3 to R3-D100

R3 to R3-D160

R3 to R3-D200

R3 to R3-D220

SELKIRK CRES.

9

152

WYWOOD CRES.

9

NO. 15

DATE: March 25, 1991
TO: City Council
FROM: City Clerk
RE: LAND USE BYLAW AMENDMENT 2672/J-91
PLANNED GROUP OF RESIDENTIAL BUILDINGS

Section 78 of the Planning Act gives to the Development Officer a discretion respecting the issuance of a development permit for more than one residential building on a lot. In order to bring the Land Use Bylaw into conformity with the Act, it is necessary to amend the R3 District of the Land Use Bylaw by removing the "planned group of buildings" from the permitted uses to the discretionary use category.

Land Use Bylaw Amendment 2672/J-91 has been prepared by the City Solicitor to provide accordingly.



C. Sevcik
City Clerk

CS/jt

Commissioner's Comments

We would recommend Council give the draft bylaw 1st reading at this meeting following which same will be advertised for a Public Hearing.

"A. WILCOCK"
Acting City Commissioner

NO. 16

FILE: BY2630.A91

DATE: March 22, 1991
TO: CITY CLERK
FROM: DIRECTOR OF FINANCIAL SERVICES
RE: 1. BY-LAW NO. 2630/A-91 OFFSITE LEVIES
2. PUBLIC ROADWAY LEVIES RESOLUTION


The above levies are intended to recover costs incurred to service new areas of the City. Council has been increasing the rates each year at the average cost of financing subdivision and servicing investment.

The average cost of financing subdivision servicing and investment cost is now 10.45%. Attached are the following documents to increase the levies by the average financing cost:

1. By-law No. 2630/A-91 to revise By-law No. 2630/79 being the Offsite Levies By-Law.
2. Resolution to revise the Public Roadway levies.

RESOLUTION ACTION

Council approval is respectfully requested for the attached by-law amendments and resolution.



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

AW/mrk

Att.

c.c. Streets and Utilities Engineer
Director of Engineering Services

CHAPMAN RIEBEEK SIMPSON CHAPMAN WANLESS

Barristers & Solicitors

THOMAS H. CHAPMAN, Q.C.*
NICK P. W. RIEBEEK*
DONALD J. SIMPSON
T. KENT CHAPMAN*
GARY W. WANLESS*
-1280
GERI M. CHRISTMAN
ROBERT M. BLAIN**

208 Professional Building
4808 Ross Street
Red Deer, Alberta T4N 1X5
TELEPHONE (403) 346-6603
TELECOPIER (403) 340

* Denotes Professional Corporation

** Denotes Student-at-Law

Your file:

Our file: General 03/91 THC

March 12, 1991

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

ATTENTION: Charles Sevcik,
City Clerk

Dear Sir:

RE: Off-Site Levies Bylaw and
RE: Public Roadways Levies Resolution

I have reviewed your memorandum respecting the above and would not recommend that the two items be consolidated into one bylaw.

The reason for this is that an "off-site levy" has a particular definition under the legislation and we would not like the contribution towards the cost of constructing roads to be considered as an off-site levy and, secondly, to include the public roadway levies in the bylaw would then require third reading and potential delay of implementation.

Yours truly,



THOMAS H. CHAPMAN, Q.C.
THC/vjh

I phoned Sybil Pykema March 14 and explained.

DATE: March 11, 1991
TO: City Solicitor
FROM: City Clerk
RE: 1. OFF-SITE LEVIES BYLAW
2. PUBLIC ROADWAY LEVIES RESOLUTION

As you are aware, each year Council passes an amendment to the Off-Site Levies Bylaw, and a new resolution approving public roadway levies as required to recover costs incurred to service new areas of the City. The question has been raised by the Engineering Department as to whether the public roadway levies could be incorporated into the Off-Site Levies Bylaw as opposed to passing each separately? It is the intention of the Engineering Department to bring forward a report to the Council meeting of April 2, 1991. Would you be in a position to draft such a bylaw in time for inclusion on the April 2nd agenda?

Your immediate consideration of this matter would be appreciated.

C. Sevcik
City Clerk

CS/jt

c.c. Director of Financial Services
Director of Engineering Services

*Ken Hoslop advised March 12
resolution cannot be combined with the
bylaw. He will talk to Chapman to confirm*

DATE: January 15, 1990
TO: CITY CLERK
FROM: DIRECTOR OF FINANCIAL SERVICES
RE: 1. BY-LAW NO. 2630/A-90 OFFSITE LEVIES
2. PUBLIC ROADWAY LEVIES RESOLUTION

JAN 17 1990

Byron
Kerr
Ford
Ryan
Sybre
PETE
SHART
7
cc
PL
copy please

The above levies are intended to recover costs incurred to service new areas of the City. Council has been increasing the rates each year at the average cost of financing subdivision and servicing investment.

The average cost of financing subdivision servicing and investment cost is now 10.42%. Attached are the following documents to increase the levies by the average financing cost:

1. By-law No. 2630/A-90 to revise By-law No. 2630/79 being the Offsite Levies By-Law.
2. Resolution to revise the Public Roadway levies.

REQUESTED ACTION

Council approval is respectfully requested for the attached by-law amendments and resolution.

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

AW/mrk

Att.

c.c. Streets and Utilities Engineer
Director of Engineering Services

BY-LAW NO. 2630/A-90

Being a By-law to amend the Offsite Levies Bylaw 2630/79,
as amended.

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

1. By-law 2630/79, as amended, is further amended as to the following sections:
 - 3.1 - by striking out the figure and words, "\$3,130.00 per hectare for each hectare", and by substituting therefore the figure and words, "\$3,460.00 per hectare for each hectare".
 - 3.2 - by striking out the figure and words, "\$10,460.00 per hectare for each hectare", and by substituting therefore the figure and words "\$11,550.00 per hectare for each hectare".
 - 3.3 - by striking out the figure and words "\$2,740.00 per hectare for each hectare", and by substituting therefore the figure and words "\$3,030.00 per hectare for each hectare".
 - 3.4 - by striking out the figure and words "\$5,025.00 per hectare for each hectare", and by substituting therefore the figure and words "\$5,550.00" per hectare for each hectare".
 - 3.5 - by striking out the figure and words "\$13,050.00 per hectare for each hectare", and by substituting therefore the figure and words "\$14,410.00 per hectare for each hectare".
 - 3.6 - by striking out the figure and words "\$2,350.00 per hectare for each hectare", and by substituting therefore the figure and words "\$2,590.00 per hectare for each hectare".
 - 3.7 - by striking out the figure and words "\$2,870.00 per hectare for each hectare", and by substituting therefore the figure and words "\$3,170.00 per hectare for each hectare".
 - 3.8 - by striking out the figure and words "\$5,025.00 per hectare for each hectare", and by substituting therefore the figure and words "\$5,550.00 per hectare for each hectare".

3.9 - by striking out the figure and words "\$2,155.00 per hectare for each hectare", and by substituting therefore the figure and words "\$2,380.00 per hectare for each hectare".

2. This By-law shall come into force upon the final passing thereof.

READ A FIRST IN OPEN COUNCIL this day of A.D., 1990.

READ A SECOND TIME IN OPEN COUNCIL this day of
A.D., 1990.

READ A THIRD TIME AND FINALLY PASSED IN OPEN COUNCIL this day
of A.D., 1990.

MAYOR

CITY CLERK

"RESOLVED that Council of The City of Red Deer having considered report dated January 15, 1990 from the Director of Financial Services, hereby agree as follows:

(a) to rescind the Public Roadway Levy resolution passed by Council February 8, 1989, and as amended February 22, 1988 and February 20, 1989.

(b) to approve the following:

WHEREAS pursuant to Section 77 of The Planning Act, 1980, Section 2.2.5.4. subparagraph (a) of the Land Use Bylaw authorizes the Development Officer to require as a condition of the issuance of a Development Permit that the applicant enter into an agreement to pay for or construct a public roadway to give access to a development.

AND WHEREAS pursuant to Section 92 of The Planning Act, 1980, a subdivision authority may, at the request of City Council, impose a condition that the applicant for a subdivision enter into an agreement with the Council of the City respecting all or any of the following, namely:

- 1) to construct or pay for the construction of a public roadway to give access to the subdivision
- 2) to install or pay for the installation of utilities that are necessary to serve the subdivision, and
- 3) to pay an off-site levy or redevelopment levy imposed by bylaw

AND WHEREAS Council of The City of Red Deer desires the subdivision approving authority to impose the conditions hereinbefore recited.

NOW THEREFORE BE IT RESOLVED that the Subdivision Committee of the Red Deer Regional Planning Commission be and here is requested by the Council of The City of Red Deer to require that the applicant for any subdivision of land within The City of Red Deer enter into an agreement with the Council of The City of Red Deer.

- 1.1 to construct a public roadway required to give access to the subdivision or to pay to the City such sum as may be established from time to time as a contribution towards the cost of providing major thoroughfares to give access to the subdivision;
- 1.2 to install utilities that are necessary to serve the subdivision, or to pay the City for the installation of such utilities in such amounts that may be determined and established from time to time by The City of Red Deer, and

- 1.3 to pay such off-site levy or redevelopment levy as may be imposed from time to time by bylaw of The City of Red Deer,

AND WHEREAS The City of Red Deer must construct, or pay for the cost of constructing major thoroughfares to give access to the development having regard to traffic generated thereby and the necessity to provide emergency and service vehicles adequate access thereto;

AND WHEREAS it is necessary to establish the amount which shall be paid by the developer of the City as a contribution towards the cost of providing such major thoroughfares;

NOW THEREFORE BE IT RESOLVED

- 1) The Development Officer shall require all developers of lands in the south road service basin of The City of Red Deer as outlined in Schedule "A" annexed hereto, to pay to or enter into an agreement to pay the City the sum of \$7,940.00 per hectare of land within the area of land to be developed.
- 2) The development Officer shall require all developers of land in the north road service basin of The City of Red Deer as outlined in Schedule "A" annexed hereto, to pay to or enter into an agreement to pay to the City the sum of \$8,770.00 per hectare of land within the area of land to be developed."

PUBLIC ROADWAY
LEVY
SCHEDULE 'A'

LEGEND

SERVICE BASIN
BOUNDARIES

NEW ROADS

TRAFFIC LIGHTS

FUTURE ROADS

SOUTH
ROAD
SERVICE BASIN

CITY OF RED D
AND DISTRICT

"RESOLVED that Council of The City of Red Deer having considered report dated March 22, 1991 from the Director of Financial Services, hereby agree as follows:

- (a) to rescind the Public Roadway Levy resolution passed by Council February 8, 1989, and as amended February 22, 1988, February 20, 1989, and January 22, 1990
- (b) to approve the following:

WHEREAS pursuant to Section 77 of The Planning Act, 1980, Section 2.2.5.4. subparagraph (a) of the Land Use Bylaw authorizes the Development Officer to require as a condition of the issuance of a Development Permit that the applicant enter into an agreement to pay for or construct a public roadway to give access to a development.

AND WHEREAS pursuant to Section 92 of The Planning Act, 1980, a subdivision authority may, at the request of City Council, impose a condition that the applicant for a subdivision enter into an agreement with the Council of The City respecting all or any of the following, namely:

- 1) to construct or pay for the construction of a public roadway to give access to the subdivision
- 2) to install or pay for the installation of utilities that are necessary to serve the subdivision, and
- 3) to pay an off-site levy or redevelopment levy imposed by bylaw

AND WHEREAS Council of The City of Red Deer desires the subdivision approving authority to impose the conditions hereinbefore recited.

NOW THEREFORE BE IT RESOLVED that the Subdivision Committee of the Red Deer Regional Planning Commission be and here is requested by the Council of The City of Red Deer to require that the applicant for any subdivision of land within The City of Red Deer enter into an agreement with the Council of The City of Red Deer.

- 1.1 to construct a public roadway required to give access to the subdivision or to pay to The City such sum as may be established from time to time as a contribution towards the cost of providing major thoroughfares to give access to the subdivision;
- 1.2 to install utilities that are necessary to serve the subdivision, or to pay The City for the installation of such utilities in such amounts that may be determined and established from time to time by The City of Red Deer, and
- 1.3 to pay such off-site levy or redevelopment levy as may be imposed from time to time by bylaw of The City of Red Deer,

AND WHEREAS The City of Red Deer must construct, or pay for the cost of constructing major thoroughfares to give access to the development having regard to traffic generated thereby and the necessity to provide emergency and service vehicles adequate access thereto;

AND WHEREAS it is necessary to establish the amount which shall be paid by the developer of The City as a contribution towards the cost of providing such major thoroughfares;

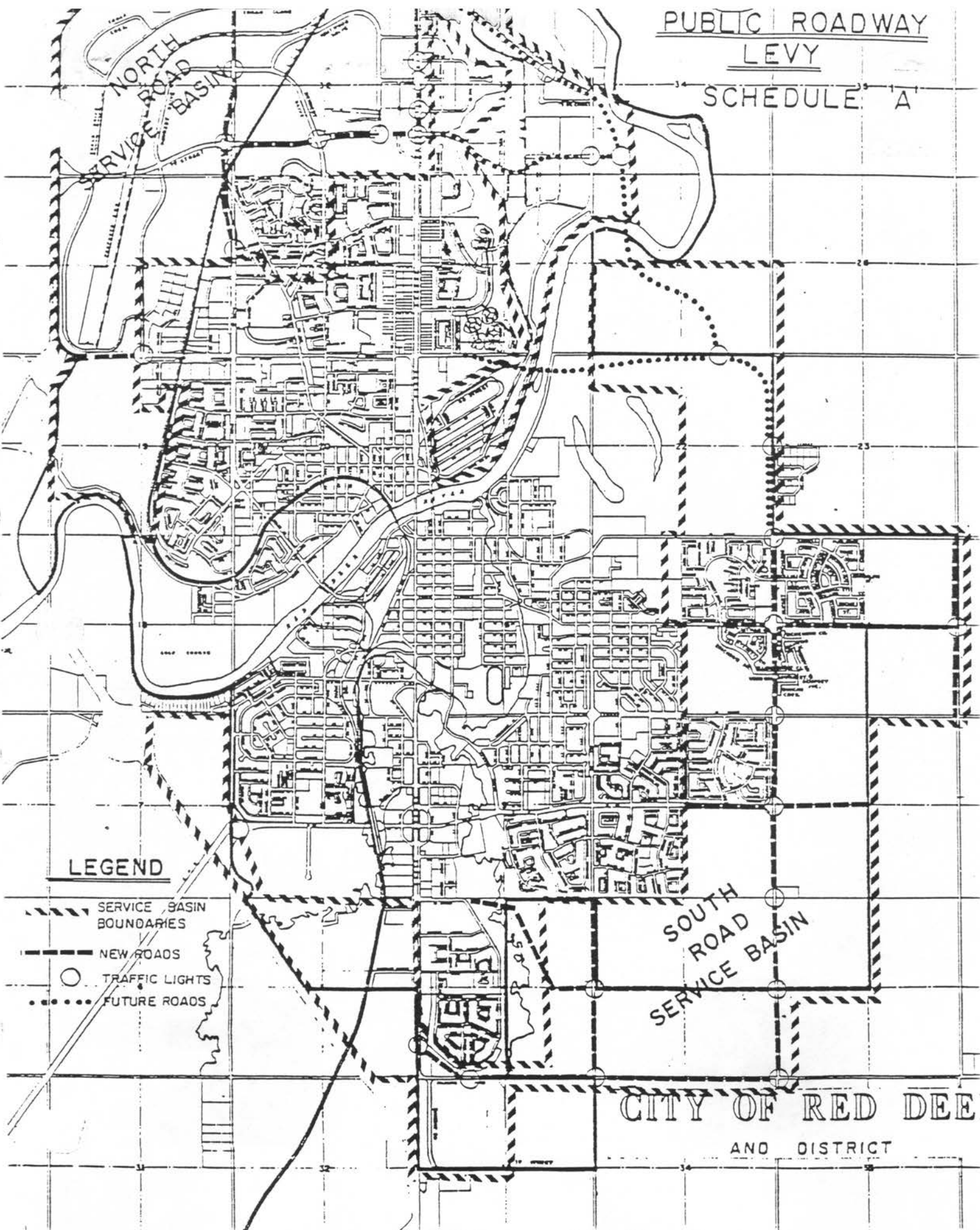
NOW THEREFORE BE IT RESOLVED

- 1) The Development Officer shall require all developers of lands in south road service basin of The City of Red Deer as outlined in Schedule "A" annexed hereto, to pay to or enter into an agreement to pay The City the sum of \$8,770.00 per hectare of land within the area of land to be developed.
- 2) The development Officer shall require all developers of land in the north road service basin of The City of Red Deer as outlined in Schedule "A" annexed hereto, to pay to or enter into an agreement to pay to The City the sum of \$9,685.00 per hectare of land within the area of land to be developed."

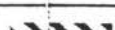



PUBLIC ROADWAY

LEVY

SCHEDULE 'A'



LEGEND

-  SERVICE BASIN BOUNDARIES
-  NEW ROADS
-  TRAFFIC LIGHTS
-  FUTURE ROADS

CITY OF RED DEE

AND DISTRICT

DATE: April 4, 1991
TO: Dir. of Financial Service
FROM: Assistant City Clerk
RE: 1) BYLAW NO. 2630/A-91 OFFSITE LEVIES
2) PUBLIC ROADWAY LEVIES RESOLUTION

At the Council meeting of April 2, 1991, consideration was given to your report dated March 22, 1991, concerning the above topic and at which meeting, Council gave three readings to Bylaw No. 2630/A-91, Offsite Levies, a copy of which is attached and passed a resolution relative to the Public Roadway Levies, a copy of which is also attached.

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

Trusting you will find this satisfactory.



K. Kloss
Assistant City Clerk

KK/ds

Encl.

c.c. Dir. of Engineering Services
Public Works Manager

NO. 17

DATE: March 25, 1991
TO: City Clerk
FROM: Fire Chief

RE: Proposed Fire Station #1 site
45th Street & Gaetz Avenue
Lots 5 - 9, Block 22, Plan 6416 E.T.
Lots 10-11, Block 22, Plan 3723 P.

This site was identified as a suitable location for the relocation of Station 1 following our extensive study using the Fire Station Location Package purchased from Public Technology Inc.

Soils tests have recently been completed on the site, and the legal survey of the property has been initiated to determine property boundaries and cost of land. Cost of land is estimated as \$408,000.00.

Preliminary floor plans and elevations of the station are being worked on by our architect and should be available for Council shortly.

Council have directed the Administration to take this land off the market and reserve it for a fire station site pending investigation for suitability. As it appears the land is suitable for a fire station location we would request the following:

Recommendation

That Council by resolution approve Lots 5-9 Block 22 Plan 6416 E.T. and Lots 10 -11, Block 22, Plan 3723 P as the site for a new fire station.



R. Oscroft
FIRE CHIEF

RO/cb

DATE: March 18, 1991
TO: City Commissioner
FROM: Director of Engineering Services
RE: **PROPOSED FIRE HALL SITE
UMA ENGINEERING LTD. SOILS STUDY**

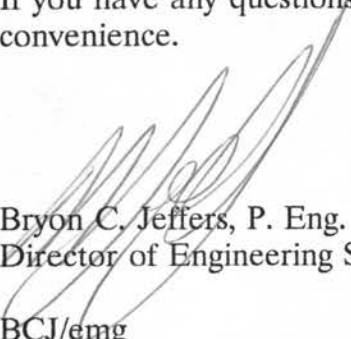
The Fire Department forwarded me a copy of the UMA Engineering Ltd. Study, for my review and comment to you.

UMA Engineering Ltd. has indicated that levels of contamination on site are well within acceptable limits and that no site clean up for environmental reasons are required.

There are areas of uncompacted fill on the site. If the fire hall foundation falls within these areas, it may be necessary to excavate the material and replace with inorganic material.

UMA Engineering Ltd. is suggesting that, if at all possible, the four standpipes on site should be preserved for future monitoring. This would, I believe, be a good idea.

If you have any questions or wish to discuss the matter further, please contact me at your convenience.



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

BCJ/emg
Att.

c.c. Fire Chief

DATE: November 15, 1990

TO: City Clerk

FROM: City Assessor

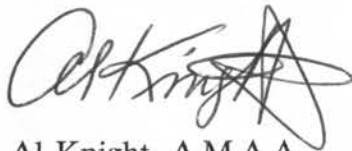
RE: FIREHALL SITE
45 STREET & GAETZ AVENUE
(SEE ATTACHED MAP)

We respectfully submit for Council's approval the following descriptions of road closures required in conjunction with the development of a site for a new firehall (cross-hatched on attached map).

Firstly: All that portion of Gaetz Ave. (Original Road Allowance) lying within the limits of Lot 26, Blk. 22, Plan _____, containing 0.076 hectares (0.19 acres), more or less.

Secondly: All that portion of Road Plan 3050 M.C., lying within the limits of Lot 26, Block 22, Plan _____, containing 0.011 hectares (0.03 acres), more or less.

Once these road closures have been processed in accordance with the Municipal Government Act, these lands will be consolidated by a legal plan of survey with the adjoining City-owned lands.



Al Knight, A.M.A.A.
City Assessor

WFL/AK/ngl

c.c. Director of Engineering
Fire Chief
Director of Finance

Commissioner's Comments

We would recommend that Council approve the proposed Fire Station #1 site. The appraised value of the land will be charged as a cost of the project. The proceeds of the land will accrue to the parking fund to provide for the replacement of parking.

We would recommend that subject to Council's approval of the proposed Fire Station Site that Council approve first reading of the Road Closure Bylaw as presented by the City Assessor.

"A. WILCOCK"
Acting City Commissioner

CITY OF RED DEER
TENTATIVE PLAN
OF
PROPOSED SUBDIVISION

OF ALL OF

LOTS 10 & 11, BLK 22, PLAN 3732 P.

LOTS 5 & 6 to 9, BLK 22, PLAN 6416 E.T.

AND PART OF

GAETZ AVE. and ROAD PLAN 3050 M.C.

WITHIN

S.W. 1/4 Sec.16-38-27-4

SCALE = 1 : 500

NOTES:

-Distances shown are in metres.

-Area dealt with is bounded thus

and contains from:

Lots 10 & 11, Blk 22, Plan 3732 P. = 0.057 ha

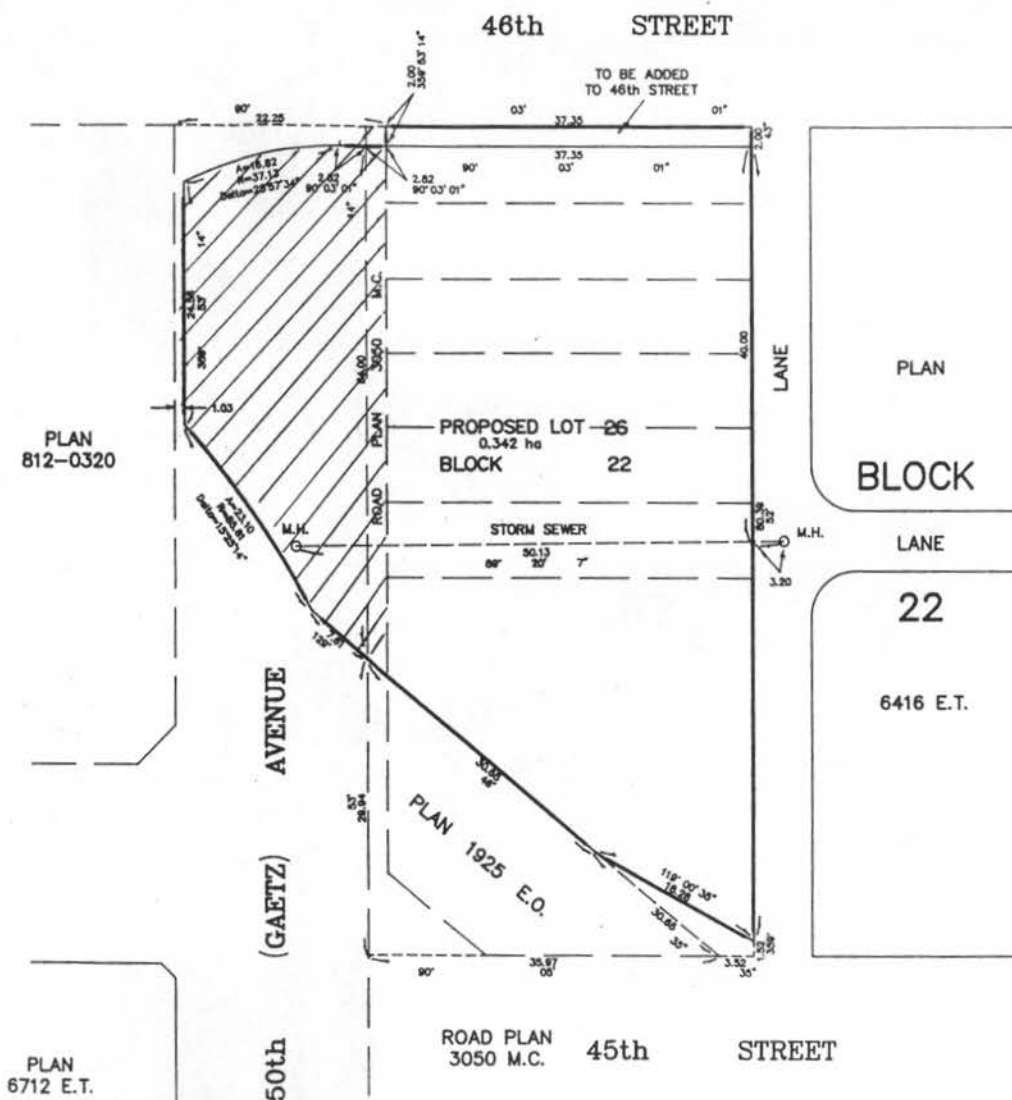
Lots 6 to 9, Blk 22, Plan 6416 E.T. = 0.114 ha

Lot 5, Blk 22, Plan 6416 E.T. = 0.092 ha

GAETZ AVENUE = 0.076 ha

Road Plan 3050 M.C. = 0.011 ha

TOTAL = 0.350 ha



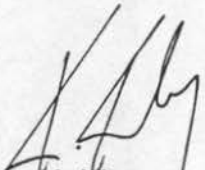
DATE: April 4, 1991
TO: Fire Chief
FROM: Assistant City Clerk
RE: PROPOSED FIRE STATION #1 SITE/ 45 ST. & GAETZ AVE.
LOTS 5-9, BLOCK 22, PLAN 6416 E.T., LOTS 10-11, BLOCK 22,
PLAN 3723 P

At the Council Meeting of April 2, 1991, consideration was given to your report dated March 25, 1991, concerning the above topic and at which meeting the following motion was passed.

"RESOLVED that Council of The City of Red Deer, having considered report dated March 25, 1991 from the Fire Chief re: Proposed Fire Station #1 Site, hereby approves Lots 5 to 9, Block 22, Plan 6416 E.T. and Lots 10 and 11, Block 22, Plan 3723 P. as the site for a new fire station with the proceeds of the land accruing to the parking fund to provide for the replacement of parking, and as recommended to Council April 2, 1991."

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

Trusting you will find this satisfactory.



K. Kloss
Assistant City Clerk

KK/ds

c.c. Dir. of Financial Services
Dir. of Community Services
Bylaws & Inspections Manager
Parking Administrator
City Assessor
Dir. of Engineering Services

DATE: April 4, 1991
TO: Fire Chief
FROM: Assistant City Clerk
RE: PROPOSED FIRE STATION #1/ROAD CLOSURE BYLAW 3033/91

At the Council meeting of April 2, 1991, first reading was given to Road Closure Bylaw 3033/91 which provides for the closure of a portion of road relative to the proposed Fire Station #1 Site at 45 Street and Gaetz Ave.

This office will now proceed with the necessary advertising for a Public Hearing for the Road Closure Bylaw to be held on Monday, April 29, 1991, commencing at 7:00 p.m. or as soon thereafter as Council may determine.

Trusting you will find this satisfactory.

K. Kloss
Assistant City Clerk

KK/ds

c.c. Dir. of Engineering Services
City Assessor
Council & Committee Secy., W. Vincent

FILE NO. R-35972

DATE: March 19, 1991

TO: MAYOR & COUNCIL

FROM: LYNNE PARADIS, CHAIRMAN
Recreation, Parks & Culture Board

RE: THE CITY OF RED DEER - RED DEER TENNIS CLUB AGREEMENT
1991

The Recreation, Parks & Culture Board, at its meeting March 12, 1991, considered the attached agreement as prepared by the City Solicitor for the operation of the tennis courts for the 1991 season. This agreement is the result of negotiations between the City Recreation & Culture Department staff and the Tennis Club executive and reflects the experience of 1990.

After review of this document, the following resolution was passed:

"THAT the Recreation, Parks & Culture Board recommend the revised 1991 agreement between The City of Red Deer and the Red Deer Tennis Club to City Council for approval."

MOTION CARRIED

Carole McAllister
for LYNNE PARADIS
/cjm

RECREATION CENTRE TENNIS OPERATING CONTRACT FOR 1991

BETWEEN:

THE CITY OF RED DEER
("the City")

- and -

THE RED DEER TENNIS CLUB
("the Club")

INTRODUCTION

This is a contract for the operation of a tennis court complex owned by the City and consisting of 12 tennis courts and a services building which is known as the Recreation Centre Tennis Courts (the "Complex");

The parties agree as follows:

1. The Club agrees to manage the Complex during the 1991 tennis season for the period April 1, 1991 to August 31, 1991. The hours of operation will generally be 8:00 a.m. to dusk seven days a week, subject to inclement weather, numbers of users and such other variations as may be agreed. The complex will be operated in September, 1991 as the parties may agree prior to September 1, 1991.

2. The Club shall be responsible for the day-to-day management and operation of the Complex and shall:

- (a) provide all persons necessary to operate the Complex;
- (b) be responsible for the discipline and conduct of all persons entering thereon;
- (c) maintain both attendance and financial records;

- (d) collect all user fees from non-club members as established by the City;
 - (e) be responsible for all hourly bookings and reservations of tennis court times with the exception of Schools, Red Deer College and City Recreation & Culture Department programs;
 - (f) maintain the services building portion of the Complex and the tennis courts in a neat and clean condition at all times;
 - (g) be responsible for building security and lockup.
3. The Club shall be entitled to the free use of the services building as a club house, with access to locked storage, wall space and meeting room facilities.
 4. Club members in good standing shall have the use of the complex during operating hours without charge.
 5. The Club shall not restrict access to the Complex by non-tennis club members.
 6. The Club will have the use of 6 courts between 4:00 p.m. and 10:00 p.m. weekdays and 9:00 a.m. to 1:00 p.m. weekends, except where prior arrangements have been made to accommodate special events or programs.
 7. The Club will present an operating budget to the City on or before January 15th of each year, it being understood that such budget shall contain projected estimates only and the Club will not guarantee such projections. A copy of the 1991 operating budget is attached to this agreement and the Club shall make every effort to generate the revenues and stay within the expenditures indicated.
 8. The Club shall pay the City in 1991 all excess revenues generated by the Club in the operation of the Complex, after deducting therefrom all its reasonable expenses. An amount to be agreed upon shall be paid monthly during the tennis season on the last day of each month commencing with May 31, 1991. This amount shall apply against the projected excess revenues with a final accounting to be made between the parties on October 31, 1991.

9. Members of the Club and of the City Recreation & Culture Department will meet on a monthly basis to review all operational aspects of the Complex.

Operation of Concession

10. The City grants to the Club the exclusive right to operate a food concession (herein called the "Concession") on the Complex from which it may sell refreshments, confections and other commodities approved by the City during the term of this agreement subject to the following conditions:

- (a) specific hours of operation shall be at the discretion of the Club, but generally, the Concession shall be open at all times that the tennis courts are being used or operated by the Club;
- (b) the Club agrees to provide food and concession items for sale in accordance with the Bill of Fare as may be agreed upon between the parties;
- (c) the prices of goods offered for sale shall be prominently displayed on the premises adjacent to the Concession;
- (d) staff operating the Concession shall be neat and tidy at all times and must be acceptable in appearance and behavior to the Recreation Facilities Superintendent;
- (e) the Club is fully responsible for the discipline and control of staff while such staff members are working or are on duty in or about the Complex; and
- (f) revenue from concession sales shall be treated as general revenue.

Audit

11. All records and accounts maintained by the Club shall be open for inspection by the City

and its representatives at all reasonable times. The Club shall, as soon as possible after the end of the tennis season, provide a financial statement to the Recreation & Culture Facility Superintendent prepared by an independent accountant from the books and records of the Club respecting the operations pursuant to this agreement.

Structural Maintenance

12. The City shall be responsible for all structural maintenance of the Complex.

Indemnity and Insurance

13. The Club shall indemnify the City in respect of all claims arising out of bodily injury, death or property damage caused by the negligence of any member of the Club or any of its employees or volunteers whether that be in respect of the operation of the Complex, the provision of supervisory services, or the operation of the Concession.

14. The City shall indemnify the Club in respect of all claims arising out of bodily injury, death or property damage caused by the negligence of the City or its employees in respect of or related to the Complex

15. The Club shall, upon execution of this agreement, deposit with the City Treasurer a comprehensive public liability insurance policy satisfactory to the City in the amount of One Million (\$1,000,000.00) Dollars naming the City as a co-insured and shall maintain the policy in force during the term of this agreement. Should the Club fail to provide, maintain or renew such insurance, the City may do so, and all costs associated with so doing shall be paid by the Club immediately upon demand.

Maintenance, Repair and Cleanliness

16. The Club shall provide janitorial and supervision services for the Complex and will, at all times during the term of this agreement, keep the Complex in a clean and sanitary condition and in as good repair and condition as it is at the date of possession, accidents and damage from fire, storm, tempest and other causes beyond the control of and not caused by the negligence of the Club, its servants or agents, and reasonable wear and tear only excepted.

17. Each year, the Club shall be responsible for placing the Windscreen on the perimeter fence of the tennis court enclosure in the spring and removing it in the fall.

18. The City may, by its agents, examine the Complex and view its state of repair from time to time.

19. The City shall supply all maintenance equipment for the tennis courts and all operating maintenance and janitorial supplies for the service building.

Taxes, Licenses and By-laws

20. The Club shall obtain any licenses or permits necessary to operate the Concession and shall pay any and all taxes and fees which may be charged in respect of the premises by reason of business being carried on therein.

Default

21. If the Club should fail to make payment to the City of any funds due pursuant to this agreement or default in the performance of any covenant herein contained, the City may, at any time thereafter upon giving five (5) days prior written notice, terminate this agreement and the sole and exclusive right and license herein granted to the Club.

Termination

22. Either party may terminate this agreement at any time during the term hereof with or without cause by giving thirty (30) days prior written notice thereof to the other.

No Assignment

23. This agreement may not be assigned for the user possession of the premises or the operation of the Concession be given to any other person, firm or body corporate without the express written consent of the City, which consent may be arbitrarily withheld.

Renewal

24. This agreement shall automatically renew in each year hereafter unless either party shall give notice to the other party on or before January 15th of each such year that it does not wish the agreement to be renewed. If renewed, the period during which the complex would be operated by the club would be from April 1 of that year to September 30 of that year, subject to the provisions of paragraph 1.

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

THE CITY OF RED DEER

THE RED DEER TENNIS CLUB

Per: _____

Per: _____

Per: _____

Per: _____

RED DEER TENNIS CLUB
1991 PROJECTIONS

REVENUE				\$
MEMBERSHIP	#	\$		
ADULTS	110	95.00		10,450
JUNIORS	70	60.00		4,200
				<hr/>
				14,650
CITY RECREATION LESSONS				1,500
PUBLIC COURT FEES	\$2,000 PER MO. X	4		8,000
INTEREST				1,000
MISCELLANEOUS				300
				<hr/>
		REVENUE	EXPENSES	
		<hr/>	<hr/>	
JUNIOR TOURNAMENT		1,000	(750)	250
OTHER TOURNAMENTS		250	(100)	150
CLUB CHAMPIONSHIPS		-	(750)	(750)
				<hr/>
				25,100
				<hr/>
EXPENSES				
ANNUAL MEETING				100
ADVERTISING				250
BANK CHARGES				100
DUES				50
EQUIPMENT PURCHASES				1,500
HIRING COSTS				150
INSURANCE				250
OFFICE, PHOTOCOPYING, POSTAGE				450
SHOE TAGS AND MEMBERSHIP CARDS				200
TELEPHONE				400
				<hr/>
				3,450
				<hr/>
CASH FLOW BEFORE SALARIES				21,650
				<hr/>
SALARIES				\$
MGR/COACH	\$2,000 PER MO. X	4	8,000	
COURT SUPERVISORS				
WEEKS	18			
HRS./WEEK	40			
RATE	\$6.00			
PEOPLE	2	8,640	8600	
LESS STEP & SEED (AS PER PREVIOUS YEAR)			(5,000)	11,600
				<hr/>
CASH FLOW				10,050
				<hr/>

CS-3.159

DATE: March 25, 1991

TO: CHARLIE SEVCIK
City Clerk

FROM: CRAIG CURTIS, Director
Community Services Division

RE: ROTARY RECREATION PARK - TENNIS COMPLEX:
OPERATING CONTRACT WITH RED DEER TENNIS CLUB
Your memo dated March 22, 1991 refers.

1. The 12 tennis courts in Rotary Recreation Park together with the service building are operated on behalf of the City by the Red Deer Tennis Club. Operations during 1990 were not successful for a variety of reasons including a delay in the completion of renovations. Consequently the Recreation & Culture Manager has negotiated a revised operating contract with the Club.
2. The revised operating contract was reviewed in detail by the Recreation, Parks & Culture Board at its meeting on March 12, 1991. The Board is recommending that City Council approve the operating contract for 1991.

3. RECOMMENDATION:

I support the comments of the Recreation & Culture Manager and the Recreation, Parks & Culture Board and recommend that City Council approve the 1991 operating contract between the City and the Red Deer Tennis Club for the operation of the tennis courts and service building in Rotary Recreation Park.



CRAIG CURTIS

:kl

- c. Lynne Paradis, Chairman - Recreation, Parks & Culture Board
Don Batchelor, Parks Manager
Lowell Hodgson, Recreation & Culture Manager

DATE: March 25, 1991
TO: CITY CLERK
FROM: DIRECTOR OF FINANCIAL SERVICES
RE: TENNIS CLUB AGREEMENT

The proper wording for clause 15 is "an additional insured" instead of "a co-insured".



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

AW/bw

Commissioner's Comments

We would recommend Council approve the agreement as recommended by the Recreation, Parks & Culture Board.

"A. WILCOCK"
Acting City Commissioner

DATE: October 30, 1990
TO: Recreation and Culture Manager
FROM: City Clerk
RE: ROTARY RECREATION PARK TENNIS COURT OPERATIONS 1990

Your report concerning the above matter was considered at the Council meeting of October 29, 1990 and at which meeting Council passed the following motion as per your recommendations:

"RESOLVED that Council of The City of Red Deer hereby authorizes reducing the Red Deer Tennis Club's financial commitment pertaining to the Rotary Recreation Park Tennis Courts' operating agreement \$3015.12 in 1990 and as per recommendations submitted to Council October 29, 1990."

The decision of Council in this instance is submitted for you information and I trust that you will convey Council's decision to the Red Deer Tennis Club. I also trust that you will be in contact with the Red Deer Tennis Club to negotiate a new agreement for the 1991 season and that this agreement will be referred to Council for ratification.

Trusting you will find this satisfactory,



C. Seycik
City Clerk

CS/blm

cc City Commissioner
Director of Community Services
Director of Financial Services
Recreation and Culture Board

DATE: APRIL 3, 1991
TO: RECREATION, PARKS & CULTURE BOARD
FROM: ASSISTANT CITY CLERK
RE: RED DEER TENNIS CLUB AGREEMENT - 1991.

At The City of Red Deer Council meeting on April 2, 1991, consideration was given to your report dated March 19, 1991 concerning the above topic, and at which meeting the following motion was passed:

"RESOLVED that Council of The City of Red Deer hereby approves the revised 1991 agreement between The City of Red Deer and the Red Deer Tennis Club as presented to Council April 2, 1991, subject to Clause 15 being amended by striking out the words "as a co-insured" and by inserting therefor the words "as an additional insured"."

The decision of Council in this instance is submitted for your information and appropriate action. Please note that prior to said Agreements being executed, clause 15 should be amended as noted in the above motion.

Once the Agreements have been amended and signed by the Red Deer Tennis Club, please submit the signed Agreements, as well as a copy of their Liability Insurance documents to the City Clerk for signing.

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



K. KLOSS
ASSISTANT CITY CLERK
KK/sp

c.c. Director of Community Services
Recreation & Culture Manager
Parks Manager
Director of Financial Services

NO. 19*See C of W.*

FILE: EMPLSE.AGR

DATE: March 26, 1991
TO: CITY CLERK
FROM: DIRECTOR OF FINANCIAL SERVICES
RE: LEASE AGREEMENT WITH EMPIRE PAARKING INC. FOR CITY OWNED PARKING LOTS

On January 21, 1991 Council passed the following resolution as a result of a proposal dated December 20, 1990 from Empire Paarking Inc.:

"RESOLVED that Council of The City of Red Deer hereby agrees to award the contract to lease The City Parking Lots to Empire Paarking."

As a result of the above resolution, The City administration prepared and submitted an agreement to Empire Paarking Inc. that was based on their proposal. Empire Paarking Inc. requested a meeting and submitted a large number of wording changes.

It was the opinion of The City administration some of the changes requested by Empire Paarking Inc. were not in accordance with their proposal. Other changes requested were minor and were agreed to. A revised agreement was then prepared by The City administration that incorporated changes agreed to by The City administration but excluding changes requested that were contrary to Empire Paarking Inc. proposal to Council.

Empire Paarking Inc. requested a further meeting to discuss clauses in the revised agreement that still were not acceptable to Empire Paarking Inc. At the meeting were the following persons:

....2

City Clerk
 March 26, 1991
 Page 2 FILE: EMPLSE.AGR

<u>NAME</u>	<u>POSITION</u>
Michael K. Power	President, Empire Paarking Inc.
David Denton	Manager, Empire Paarking Inc.
John Campbell	Alderman
Roy McGregor	Alderman and Council Representative on the Parking Commission
 Bill Statnyk	 Alderman and Alternate Council Representative on the Parking Commission
Daryl Simm	Chairman, Parking Commission
Ryan Strader	By-laws and Inspections Manager
Doug Kutinsky	Parking Administrator
Alan Wilcock	Director of Financial Services

The clause changes still requested by Empire Paarking Inc. were discussed and some changes were agreed to by The City and Empire Paarking Inc. agreed to drop some of their requested changes. There were still three clause changes requested by Empire Paarking Inc. that were still not resolved:

<u>CLAUSE NO.</u>	<u>EMPIRE CHANGE REQUESTED</u>
4.03 (a)	That Empire only be responsible for removing meters and posts and not any other equipment.
4.06	That GST be charged in addition to the monthly rates stated.
18.01	That The City should be required to show cause why any or all lots should be terminated.

The reasons for the disagreement for the above clauses will now be discussed in more detail.

City Clerk
 March 26, 1991
 Page 3 FILE: EMPLSE.AGR

CLAUSE 4.03 (a) - REMOVAL OF CITY EQUIPMENT FROM PARKING LOTS AT EMPIRE'S EXPENSE

This clause requires Empire to remove all parking meters, ticket dispensers, signs, posts and attendant booths not required by Empire.

The City had originally included a provision of \$10,000 in its estimates to remove all City equipment. In their proposal of December 20, 1990 Empire Paarking Incorporated stated "There is an additional saving to The City of \$10,000, if Empire removes the City's meters at Empire's expense, which Empire is prepared to do, because we can perform this work at a lower cost that quoted by The City." Mr. Waines in his financial analysis showed this \$10,000 as a financial benefit of having Empire administer the parking lots. The City wording for this clause is in accordance with the proposal by Empire to save The City the \$10,000 cost.

CLAUSE 4.06 - REQUEST TO CHARGE GST IN ADDITION TO MONTHLY RATES QUOTED RATHER THAN TO BE INCLUSIVE

The Empire Paarking Inc. proposal dated December 20, 1990 stated their rates would be "in keeping with The City's proposed new rate schedule." The City's proposed monthly rate schedule was inclusive of GST. Empire Paarking Inc. is proposing to charge GST in addition to The City monthly rates. The request would increase the cost of monthly parking by the 7% GST.

CLAUSE 18.01 - TERMINATION

The clause as worded allows City Council to cancel the agreement or any lots from the agreement "without cause" being required. This is in accordance with Empire Paarking Inc. verbal assurances to Council. Empire Paarking Inc. is now requesting a change to termination only for Cause.

The City administration is concerned the requested change could be subject to a legal interpretation of cause. What Council might think is sufficient cause courts of law may decide otherwise and assess damages for wrongful termination. Empire Paarking Inc. is concerned The City could arbitrarily cancel the agreement for no reason and couldn't recover their costs.

City Clerk
March 26, 1991
Page 4 FILE: EMPLSE.AGR

CLAUSE 18.01 - TERMINATION (CONTINUED)

The City administration is concerned that Council might want to delete lots for many reasons such as:

1. Road construction
2. Poor performance by the lessee
3. Sale of lots
4. Use for other purposes.

Some of the above reasons could be subject to interpretation as to whether they were a "just cause." It also appears over the course of the agreement some of the lots could be deleted from the agreement. The Sun Life lot has already been deleted because the Fire department has indicated it will be required by June, 1991 for construction of the new Fire Hall. Council has included in the capital budget for 1992 construction of a Transit terminal on the Sports World lot. At least one-third of the Windsor lot will be required for new road construction in 6 to 12 months. Someone has also expressed an interest in purchasing a parking lot.

RECOMMENDATION

- Approval of the attached agreement without the three changes still requested by Empire Paarking Inc. The three changes are not in accordance with their proposal to Council.



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

AW/mrk

Att'd.

**THE CITY OF RED DEER**

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

City Clerk's Department 342-8132

April 4, 1991

Empire Paarking Inc.
#1 - 5550 - 45 Street
Red Deer, Alberta
T4N 1L1

Attention: Michael Power/David Denton

Dear Sirs:

RE: LEASING OF CITY OWNED PARKING LOTS

At the City of Red Deer Council meeting of April 2, 1991, consideration was given to your letter dated March 26 advising that you wish to withdraw from any proposals relative to the leasing of City owned parking lots and at which meeting the following motion was passed.

"RESOLVED that Council of The City of Red Deer, having considered correspondence received March 27, 1991 from Empire Paarking Inc. re: city-owned parking lots, hereby agrees that in view of the fact Empire Paarking has decided to withdraw its proposal and as no other acceptable proposals were received, the City not proceed any further with the decision to lease all city-owned parking lots, and that the matter be filed."

Subsequent to the above motion, Council did direct the Committee who were negotiating with you initially on the first proposal to meet again with you to discuss the aspect of Empire Paarking managing one or two City owned parking lots and in this regard passed the following motion:

"RESOLVED that Council of The City of Red Deer hereby agrees that Alderman Campbell, and the Committee to review the City owned parking lot leasing deal with Empire Paarking, meet again with Empire Paarking to discuss the aspect of leasing 1 or 2 City owned parking lots."

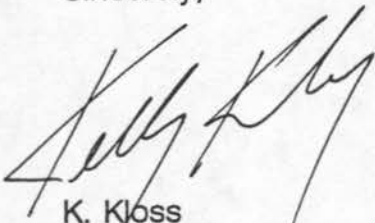
*a delight
to discover!*

Page 2
Empire Paarking Inc.

The decision of Council in this instance is submitted for your information. I have requested Alan Wilcock, the Director of Financial Services, to again convene a meeting of the parties involved to discuss this new matter.

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

Sincerely,

A handwritten signature in black ink, appearing to read 'K. Kloss', written over a horizontal line.

K. Kloss
Assistant City Clerk

KK/ds

c.c. Dir. of Financial Services
Bylaws & Inspections Manager

DATE: April 4, 1991
TO: Director of Financial Services
FROM: Assistant City Clerk
RE: LEASE AGREEMENT WITH EMPIRE PAARKING INC. FOR CITY OWNED
PARKING LOTS

At the Council meeting of April 2, 1991, consideration was given to various correspondence relative to the above noted matter, and in addition to correspondence from Empire Paarking Inc. dated March 26, 1990, advising the City they are withdrawing from this proposal. As a result of this letter, the following motion was passed.

"RESOLVED that Council of The City of Red Deer, having considered correspondence received March 27, 1991 from Empire Paarking Inc. re: city-owned parking lots, hereby agrees that in view of the fact Empire Paarking has decided to withdraw its proposal and as no other acceptable proposals were received, the City not proceed any further with the decision to lease all city-owned parking lots, and that the matter be filed."

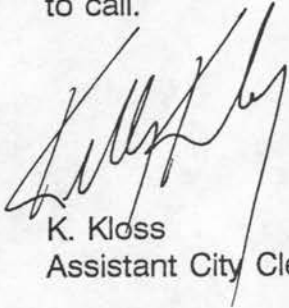
In addition to the above motion, Council also passed the following motion which directs the Committee who are negotiating with Empire Paarking on the lot leasing deal to again meet with Empire Paarking and discuss the possibility of Empire Paarking managing one or two City owned parking lots.

"RESOLVED that Council of The City of Red Deer hereby agrees that Alderman Campbell, and the Committee to review the City owned parking lot leasing deal with Empire Paarking, meet again with Empire Paarking to discuss the aspect of leasing 1 or 2 City owned parking lots."

The decision of Council in this instance is submitted for your information and appropriate action. I assume you will now be contacting members of the Committee and Empire Paarking to set up a meeting to discuss this matter again.

Page 2
Dir. of Financial Services

Trusting you will find this satisfactory. If you have any quesitons, please do not hesitate to call.

A handwritten signature in black ink, appearing to read 'K. Kloss', written over the printed name and title.

K. Kloss
Assistant City Clerk

KK/ds

c.c. Alderman Campbell
Alderman Statnyk
Alderman McGregor
Dir. of Engineering Services
Bylaws & Inspections Manager
Parking Administrator
Associate Solicitor, Don Simpson
Parking Commission Chairman, Daryl Sim
City Assessor

CORRESPONDENCENO. 1

RED DEER COLUMBUS CLUB
4950 - 47TH AVE.
RED DEER, ALBERTA
T4N 6P8

March 20, 1991

City of Red Deer
City Clerk

Attention: C. Sevcik

Re: License to occupy City Property

Dear Mr. Sevcik

We are applying for a licence to occupy city property as the front roof overhang of our building at 4703 Ross Street is 1.13 meters on your property. This situation arose after the seven foot easement which was required to widen Ross Street. Enclosed is a copy of a surveyor's real property report supplied by Beta Surveys Limited. We required the city's approval in order to obtain a valid surveyor's certificate. Thank you for your assistance.

Yours truly



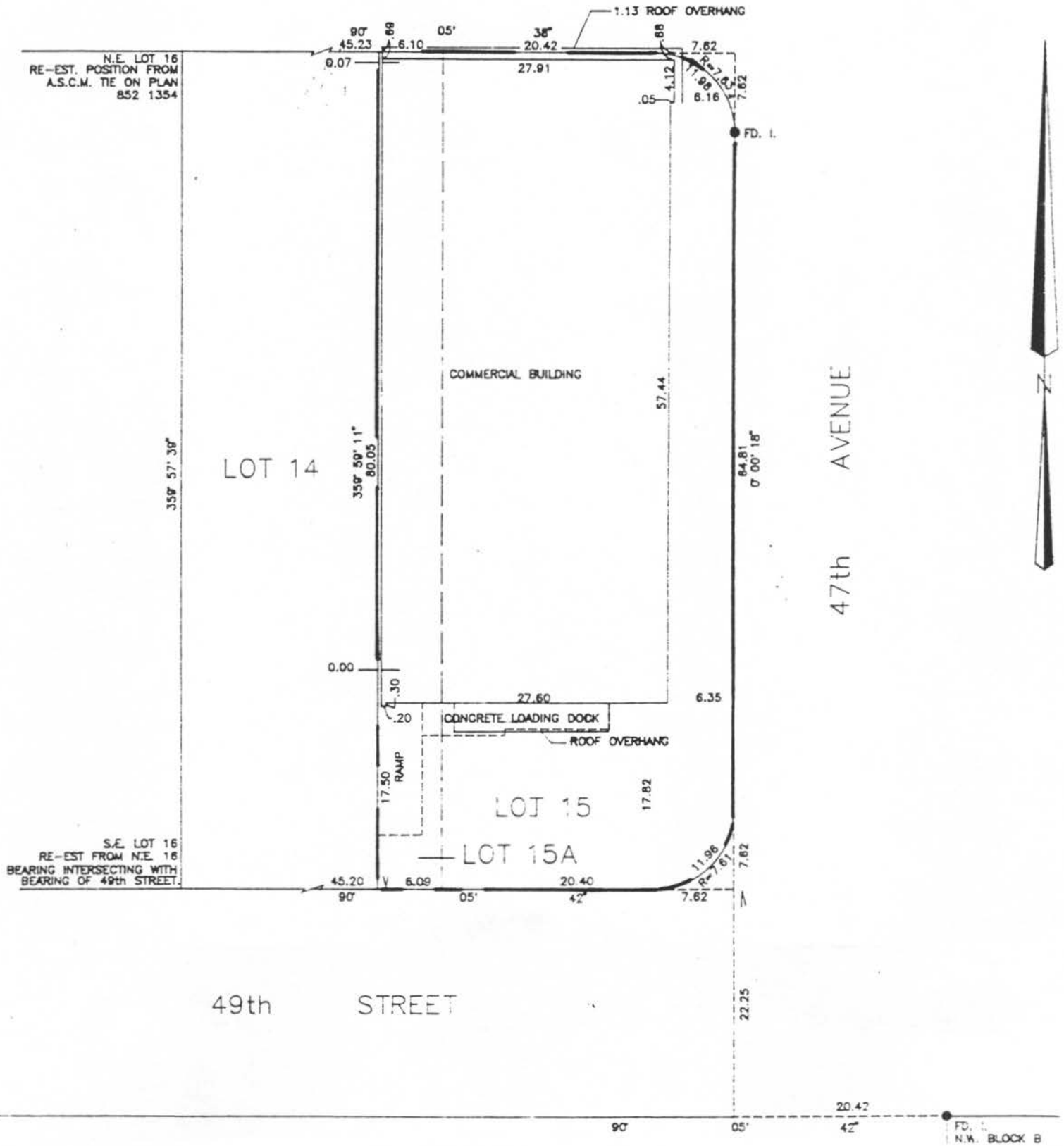
R. E. Malo
General Manager

346-4300

THE CITY OF RED DEER
CLERK'S DEPARTMENT

RECEIVED	
TIME	4:00 pm
DATE	March 20/91
BY	C. Sevcik

ROSS STREET





MEMORANDUM


To: C. Sevcik

DATE March 21, 1991

FROM: Gary Klassen, Associate Planner

RE: KNIGHTS OF COLUMBUS - LICENSE TO OCCUPY

We would not object to the granting of a license to occupy which would be conditional on entering into a satisfactory agreement with the City.


R. Gary Klassen, ACP, MICP
Associate Planner

GK/em

cc: Director of Community Services
Director of Engineering
By-laws and Inspection Manager
City Assessor
E.L. And P. Manager
Fire Chief

DATE: March 22, 1991
TO: City Clerk
FROM: City Assessor
RE: KNIGHTS OF COLUMBUS - LICENSE TO OCCUPY
LOT 15, BLK. 38, PLAN 3479 M.C.
LOT 15A, BLK. 38, PLAN 6189 M.C.

Recommend approval of the request for a license to occupy 1.13 m of Ross Street with the roof canopy as indicated by the surveyor's real property report.

This approval is to be subject to the following:

1. Council approval
2. 60-day cancellation clause
3. \$30.00 annual fee
4. \$1,000,000 liability insurance in a form satisfactory to the Director of Finance.
5. License to occupy agreement satisfactory to City Solicitor.



Al Knight, A.M.A.A.
City Assessor

WFL/ngl

c.c. Director of Finance
Manager of Bylaws & Inspection

DATE: March 21, 1991
TO: City Clerk
FROM: E. L. & P. Manager
RE: Knights of Columbus - License to Occupy

The E. L. & P. Department has no objections to granting the request outlined in the March 20, 1991 letter from the Red Deer Columbus Clerk.



A. Roth,
Manager

AR/jjd

DATE: March 21, 1991
TO: City Clerk
FROM: Fire Marshal
RE: KNIGHTS OF COLUMBUS, 4703 - 50 STREET

This department has no objection to this building being occupied as this overhang will not affect our emergency operations.

If any further information is required please contact this office.



Cliff Robson
Fire Marshal

CR/dd

225-099

DATE: March 22, 1991
TO: City Clerk
FROM: Engineering Department Manager
RE: **KNIGHTS OF COLUMBUS - LICENSE TO OCCUPY
LOT 15, PLAN 3479 MC**

We have no objections to the requested License to Occupy, adjacent to Ross Street, on the above noted site. If approved, the License to Occupy should be subject to an Agreement, satisfactory to the City Solicitor, and no changes or enlargement of the overhang. The City's liability should be limited if damage is caused to the overhang as a result of sidewalk maintenance or construction work.

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

NPA/cy

DATE: March 25, 1991

FILE NO.

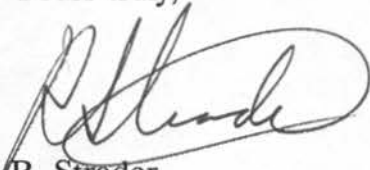
TO: City Clerk

FROM: Bylaws and Inspections Manager

RE: **KNIGHTS OF COLUMBUS - 4703-50 STREET
LICENSE TO OCCUPY**

In response to your memo of March 20, 1991, regarding the above referenced subject, we wish to advise that we have no objections to the granting of a License to Occupy.

Yours truly,

A handwritten signature in dark ink, appearing to read 'R. Strader', with a large, loopy flourish at the end.

R. Strader

Bylaws and Inspections Manager
BUILDING INSPECTION DEPARTMENT

RS/vs

CS-3.155

DATE: March 25, 1991

TO: CHARLIE SEVCIK
City Clerk

FROM: CRAIG CURTIS, Director
Community Services Division

RE: KNIGHTS OF COLUMBUS:
LICENSE TO OCCUPY
Your memo dated March 20, 1991 refers.

1. The front roof overhang of the Knights of Columbus building at 4703 Ross Street extends 1.13 metres into City property. The Club is therefore requesting City Council approval of a "licence to occupy" to legitimize this encroachment.
2. I have discussed this matter with the Parks Manager and we have no objections from a Community Services perspective.



CRAIG CURTIS

:kl

- c. Don Batchelor, Parks Manager
Lowell Hodgson, Recreation & Culture Manager
Paul Meyette, Principal Planner, R.D.R.P.C.

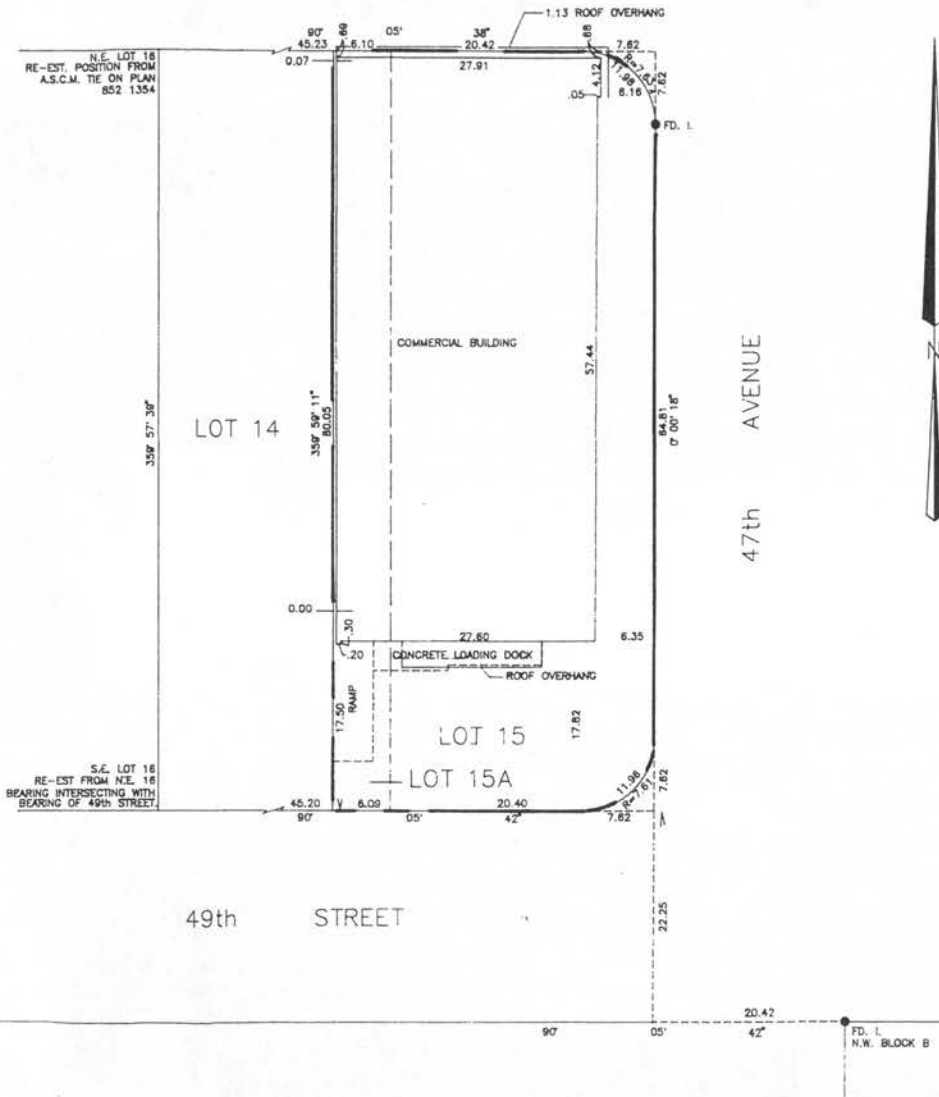
Commissioner's Comments

We would recommend approval of a License to Occupy agreement subject to the conditions as outlined by the Administration.

"R.J. MCGHEE"
Mayor

Alberta Land Surveyor's Real Property Report

ROSS STREET



LEGAL DESCRIPTION:

LOT 15 & 15A BLOCK 38

PLAN 3479 M.C. AND 6189 M.C.
RESPECTIVELY

CIVIC ADDRESS:

4950 47 AVENUE, RED DEER, ALBERTA.

FOR:

RED DEER COLUMBUS CLUB

NOTES:

1. TITLE INFORMATION IS BASED ON A TITLE SEARCH DATED MARCH 11, 1991
2. UNLESS OTHERWISE SPECIFIED, THE DIMENSIONS SHOWN RELATE TO DISTANCES FROM PROPERTY BOUNDARIES TO FOUNDATION WALLS.
3. DISTANCES SHOWN ARE IN METRES.
4. PROPERTY IS SUBJECT TO: NOTHING PERTINENT TO EXTENT OF TITLE

I, WAYNE W. FAWCETT, ALBERTA LAND SURVEYOR DO HEREBY CERTIFY THAT:

1. THE SURVEY REPRESENTED BY THIS PLAN IS TRUE AND CORRECT AND WAS MADE UNDER MY PERSONAL SUPERVISION.
2. THE SURVEY WAS MADE IN ACCORDANCE WITH THE MANUAL OF GOOD PRACTICE.
3. THE SURVEY WAS COMPLETED ON THE 12 DAY OF MARCH, 1991
4. THE IMPROVEMENTS AS SHOWN ON THIS PLAN ARE ENTIRELY WITHIN THE BOUNDARIES OF THE SUBJECT PROPERTY.
5. NO VISIBLE ENCROACHMENTS EXIST ONTO THE SUBJECT PROPERTY FROM ANY IMPROVEMENT SITUATED ON AN ADJACENT PROPERTY.

CERTIFIED CORRECT : MARCH 13, 1991

Wayne W. Fawcett
ALBERTA LAND SURVEYOR

© WAYNE W. FAWCETT, A.L.S., 1991



THIS IS TO CERTIFY THAT IF THE BUILDING(S) SHOWN ON THIS PLAN IS/ARE LOCATED IN ACCORDANCE WITH THE ABOVE PLAN, THE LOCATION OF THE SAID BUILDING(S) COMPLIES WITH THE SETBACK, REARYARD AND SIDEYARD REQUIREMENTS OF THE CITY OF RED DEER'S LAND USE BY-LAW.

DEVELOPMENT OFFICER

SCALE : 1:500

CLIENT FILE :

BETA SURVEYS LIMITED

5205B 54th AVENUE, RED DEER, ALBERTA

OUR FILE RPR-1258/2000

DATE _____

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 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 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 checked="" type="checkbox"/>	URBAN PLANNING SECTION MANAGER
<input type="checkbox"/>	

FROM:

CITY CLERK

RE: KNIGHTS OF COLUMBUS - LICENSE TO OCCUPY

Please submit comments on the attached to this office by March 25, 1991
_____ for the Council Agenda of April 2, 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

March 20, 1991

Red Deer Columbus Club
4950 - 47 Avenue
RED DEER, Alberta
T4N 6P8

Attention: R.E. Malo
General Manager

Dear Sir:

RE: KNIGHTS OF COLUMBUS - LICENSE TO OCCUPY

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 April 2, 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,

C. SEVCIK
City Clerk

/jt



*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

April 3, 1991

Red Deer Columbus Club
4950 - 47 Ave.
Red Deer, Alberta
T4N 6P8

Attention: Ray Malo, General Manager

Dear Mr. Malo:

At the City of Red Deer Council meeting on April 2, 1991, your letter dated March 20, 1991, relative to a request for a license to occupy City property relative to a front roof overhang at the location of 4703 Ross Street was considered and at which meeting the following motion was passed.

"RESOLVED that Council of The City of Red Deer, having considered application from the Red Deer Columbus Club for a license to occupy pertaining to the existing building roof overhang at 4703 Ross Street, hereby approves said application subject to the conditions as outlined by the administration and as presented to Council April 2, 1991."

The decision of Council in this instance is submitted for your information. I would ask that you now be in contact with our City Assessor, Mr. Al Knight, in order to have the necessary license to occupy agreement drafted.

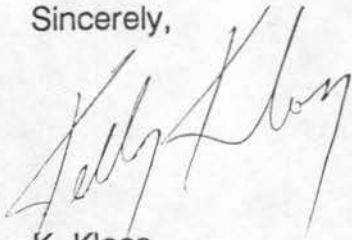
I am including a copy of the administrative comments relative to this matter for your review. If you have any questions, please do not hesitate to contact the undersigned.

*a delight
to discover!*

Page 2
Red Deer Columbus Club
April 3, 1991

Trusting you will find this satisfactory.

Sincerely,

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

K. Kloss
Assistant City Clerk

KK/ds

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



PHONE 886-4567

NO. 2

MUNICIPAL OFFICE
P.O. BOX 10
PENHOLD, ALBERTA
T0M 1R0

March 4th, 1991.

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

Attn: Mr. Bob Oscrost

Dear Sir:

Re: Ambulance Service

The Town of Penhold is requesting that you present to the City of Red Deer Council that we would like to contract your Ambulance service.

If you would like a representative to come to a Council Meeting, please inform.

Yours truly,

Sheila J. Fitt
Municipal Administrator
Town of Penhold

lh/SJF

THE CITY OF RED DEER
CLERK'S DEPARTMENT

RECEIVED	
TIME	am
DATE	Feb. 7 / 91
BY	C.A. / Fire Chief

DATE; March 11, 1991
TO: City Clerk
FROM: Fire Chief
RE; PENHOLD - AMBULANCE SERVICE

In 1987, The City of Red Deer offered to enter into cost sharing agreements with adjacent municipalities who wished ambulance service provided by the City.

The cost sharing agreement was based on a \$5.00 yearly per-capita fee being paid by the municipality requesting the service, and the individual user paying the applicable ambulance response fee.

The Town of Penhold declined entering this cost sharing agreement and opted for service from the Town of Innisfail instead.

The Town of Penhold is now requesting to enter into a contract with The City of Red Deer for Ambulance Service.

Our records indicate that prior to 1987, our service responded an average of six times yearly to the Town of Penhold. Even if this figure was double today, it would not create an undue demand on our service.

RECOMMENDATION

It is recommended that the City enter into a cost sharing agreement with the Town of Penhold for ambulance service, similar to agreements with other municipalities. The Town of Penhold would be assessed \$5.00 per capita yearly for the service, and the user would be billed the applicable responding fee.



R. Oscroft
FIRE CHIEF

Commissioner's Comments

We would concur with the recommendations of the Fire Chief.

"R.J. MCGHEE"
Mayor

TO:

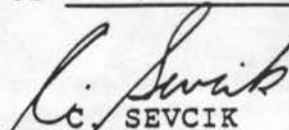
- ☐ DIRECTOR OF COMMUNITY SERVICES
- ☐ DIRECTOR OF ENGINEERING SERVICES
- ☒ DIRECTOR OF FINANCIAL SERVICES
- ☐ BYLAWS & INSPECTIONS MANAGER
- ☐ CITY ASSESSOR
- ☐ COMPUTER SERVICES MANAGER
- ☐ ECONOMIC DEVELOPMENT MANAGER
- ☐ E.L. & P. MANAGER
- ☐ ENGINEERING DEPARTMENT MANAGER
- ☒ FIRE CHIEF
- ☐ PARKS 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: PENHOLD - AMBULANCE SERVICE

Please submit comments on the attached to this office by March
25 for the Council Agenda of April 2, 1991.


C. SEVCIK
City Clerk

**THE CITY OF RED DEER**

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

City Clerk's Department 342-8132

March 8, 1991

Town of Penhold
Municipal Office
P.O. Box 10
PENHOLD, Alberta
T0M 1R0

Attention: Ms. Sheila J. Fitt
Municipal Administrator

Dear Ms. Fitt:

RE: AMBULANCE SERVICE

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 April 2, 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,

C. SEVCIK
City Clerk

/jt

**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

April 3, 1991

Town of Penhold
Municipal Office
P.O. Box 10
Penhold, Alberta
TOM 1R0

Attention: Sheila Fitt, Municipal Administrator

Dear Madam:

At the City of Red Deer Council meeting on April 2, 1991, your letter dated March 4, 1991, concerning the request to enter into a cost sharing agreement for ambulance services was considered and at which meeting the following motion was passed.

"RESOLVED that Council of The City of Red Deer hereby agrees to enter into a cost-sharing agreement with the Town of Penhold for Ambulance Services similar to agreements with other municipalities and as recommended to Council April 2, 1991."

The decision of Council in this instance is submitted for your information. I would ask that you now contact our Fire Chief to have the necessary documents drafted up relative to said cost sharing agreement.

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

Sincerely,

K. Kloss
Assistant City Clerk

KK/ds

c.c. Fire Chief
Dir. of Financial Services
Grants Manager

*a delight
to discover!*

NO. 3

March 5th, 1991

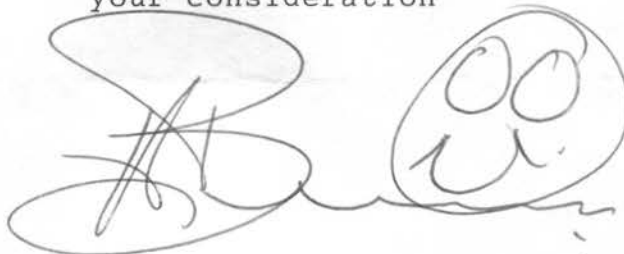
Red Deer City Council
City of Red Deer
4914 48 Ave,
P.O.Box 5008
Red Deer, Alberta
T4N 3T4

Dear: Mr Bergman:

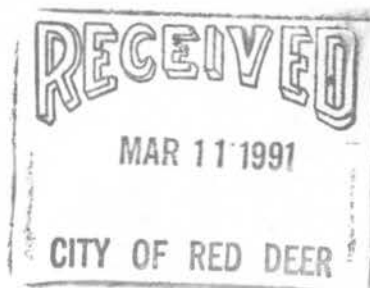
I am the past owner of the Watson Block at 5018, 50 St.
Red Deer. Due to the recession I was forced to sell the building
recently to pay off the mortgage at Alberta Treasury Branch.

In January we were billed \$ 4,237.74, which seemed to be
quite high, after a conversation with Beth at your office, we
found out we had a water leak, and I was wondering if I could pay
the water portion of the billing, would the council be able to
forgive the sewer portion as it was fresh water.

Thanking you in advance for
your consideration

A handwritten signature in dark ink, appearing to be 'H. J. Brown', written in a cursive style.

Hugh J, Brown





CITY OF RED DEER

116 UTILITY BILLING DEPT., CITY HALL
4914 - 48 AVE., BOX 5008
RED DEER, ALBERTA T4N 3T4

UTILITY STATEMENT

HL

When paying in person present entire statement. Return top portion only when paying by mail or deposit box.



HJ BROWN IMPORTS LTD
1437 17 AV
CALGARY SW AB T2T 0E1

DUE DATE: DEC 18 1990

ACCOUNT NUMBER: 1022976 00

AMOUNT PAID: 3,357.95



CITY OF RED DEER
Utility Account Inquiries Phone 342-8107

CUSTOMER COPY

ACCOUNT NUMBER		CUSTOMER NAME			
1022976 00		HJ BROWN IMPORTS LTD		SEE REVERSE FOR EXPLANATION OF CODES	
BILL DATE	PREVIOUS BALANCE	PAYMENTS		ADJUSTMENTS	BALANCE FORWARD
NOV 26 1990	147.72CR				147.72CR

RATE CODE	METER NUMBER	BILL CODE	METER READING		READ DATE YYMMDD	NUMBER DAYS	MULTIPLIER	CONSUMPTION	KVA DEMAND	CURRENT BILLING
			PREVIOUS	CURRENT						
W34	E0336	A	1482	3383	901121	34	100	190,100		1,436.95
S63		A			901121	34		152,080		1,931.42
G62					901121	34				4.74
E63	21091	A	15434	15504	901121	34	1	70		15.53
E63	15442	A	64648	65514	901121	34	1	866		122.27

*ALBERTA INCOME TAX REBATE

5.24CR

THE PUBLIC IS INVITED TO SUBMIT NOMINATIONS FOR THE MAYOR'S RECOGNITION AWARDS PROGRAM BY JAN. 31, 1991 IN THE CATEGORIES OF ATHLETICS, FINE & PERFORMING ARTS, CITIZENSHIP AND MAYOR'S SPECIAL AWARDS. CONTACT THE MAYOR'S OFFICE AT 342-8154.

342-8107
Beth

SERVICE ADDRESS		AFTER DUE DATE PAY	DUE DATE	NOW DUE
5016 50	ST	3,693.75	DEC 18 1990	3,357.95

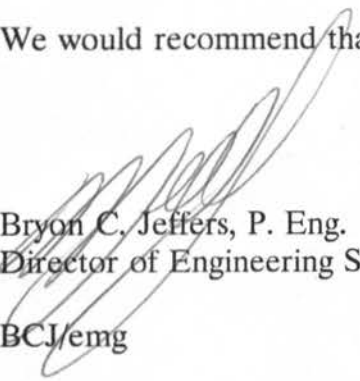
DATE: March 18, 1991
TO: City Clerk
FROM: Director of Engineering Services
RE: **MR. HUGH BROWN - SEWER UTILITY BILL**
5018-50 STREET, EAST PART OF LOT 9, BLOCK 11, PLAN H

The Engineering Services Division is unable to support the request from the applicant.

While we are not aware of all the details, we would assume that the water resulting from the leak would have entered our sanitary sewerage system. This water would probably not have been "clean" water, as flood water picks up some contamination. Regardless of that issue, it would have flowed through the sewerage system and placed a hydraulic load on the City plant.

RECOMMENDATION

We would recommend that the request be denied.



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

BCJ/emg

c.c. Director of Financial Services
c.c. Public Works Manager

DATE: March 18, 1991
TO: City Clerk
FROM: Public Works Manager
RE: HUGH J. BROWN - SEWER UTILITY BILL 5018 - 50 STREET

It appears that in this situation, a water break occurred within the building, and that the water from their break eventually drained into the sewer system.

In light of this, we would have been required to treat the entire quantity of water at the City Wastewater Treatment Plant. The rate structure is such that the user would have had to pay to treat 80% of this volume. Since we were required to treat this water, the charges should be paid.

Recommendation:

We recommend that the sewer charges not be waived, and the customer pay the charges.



Gordon Stewart, P. Eng.
Public Works Manager

GAS/sh

c.c. Director of Engineering Services
Director of Finance

FILE: BROWN.SWR

DATE: March 19, 1991
TO: CITY CLERK
FROM: DIRECTOR OF FINANCIAL SERVICES
RE: HUGH J. BROWN - SEWER UTILITY BILL - 5018 - 50 STREET

I agree with the comments of the Public Works Manager. It appears the water use was as a result of a leaky toilet.



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

AW/mrk

Commissioner's Comments

We would concur with the recommendations of the Administration.

"R.J. MCGHEE"
Mayor

DATE March 11, 1991

TO:

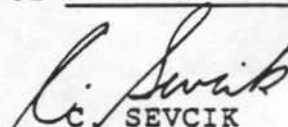
<input type="checkbox"/>	DIRECTOR OF COMMUNITY SERVICES
<input checked="" type="checkbox"/>	DIRECTOR OF ENGINEERING SERVICES
<input checked="" type="checkbox"/>	DIRECTOR OF FINANCIAL SERVICES
<input type="checkbox"/>	BYLAWS & INSPECTIONS MANAGER
<input type="checkbox"/>	CITY ASSESSOR
<input type="checkbox"/>	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 checked="" type="checkbox"/>	<u>Utility Billings Supervisor</u>

FROM:

CITY CLERK

RE: HUGH J. BROWN - SEWER UTILITY BILL - 5018 - 50 ST.

Please submit comments on the attached to this office by MARCH 25
 for the Council Agenda of APRIL 2, 1991.


C. SEVCIK
City Clerk

**THE CITY OF RED DEER**

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

City Clerk's Department 342-8132

1439-17 Ave.

March 11, 1991

Mr. Hugh J. Brown
1437 - 17 Avenue S.W.
CALGARY, Alberta
T2T 0E1

Dear Sir:

RE: SEWER UTILITY BILL FOR 5018 - 50 STREET, RED DEER

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 April 2, 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,

C. SEVCIK
City Clerk

/jt

*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

April 4, 1991

H.J. Brown Imports Ltd.
1437 - 17 Ave. S.W.
Calgary, Alberta
T2T OE1

Attention: Hugh Brown

Dear Sir:

RE: CITY OF RED DEER UTILITY ACCOUNT 1022976 00/WAIVER OF PORTION OF BILL

I would advise that at the City of Red Deer Council meeting of April 2, 1991, consideration was given to your letter dated March 5, 1991, concerning the above topic and at which meeting the following motion was passed.

"RESOLVED that Council of The City of Red Deer, having considered correspondence dated March 5, 1991 from Hugh J. Brown requesting that the sewer charges on the utility bill pertaining to 5018 - 50 Street be waived, hereby agrees to reduce the billing by \$1,500.00."

The decision of Council in this instance is submitted for your information. By way of a copy of this letter, I will be informing the Utility Billing Department to credit the above noted account by \$1,500.00.

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

Sincerely,

K. Kloss
Assistant City Clerk

c.c. Dir. of Financial Services Public Works Manager
Utility Billing Supervisor Dir. of Engineering Services

*a delight to discover!*



NO. 4

*Goldsmiths & Diamond Merchants
4909 - 48 St., P.O. Box 442
Red Deer, Alberta T4N 1S8
346-2720*

March 12, 1991

The Council
City of Red Deer
Red Deer, Alberta.

THE CITY OF RED DEER
CLERK'S DEPARTMENT

RECEIVED	
TIME	9:45
DATE	mar. 13/91
BY	ds

Dear Council Members;

In the process of applying for a permit to relocate our canopy (awning) store sign from 4909 - 48 Street to 4913 - 48 Street, two doors west on the same street, we were informed by Bylaws Dept. personnel that the regulations concerning the installation of such signs have changed and whereas before the regulations required of these signs to be located not less than eight feet (8') above the city sidewalk, they now require them to be located not less than ten feet (10') above the city sidewalk.

We kindly request that these regulations be relaxed in this instance and herewith seek your permission to install our canopy sign at eight feet (8') above the city sidewalk as we would prefer to place our canopy in harmony with those already located to the left and right of us, thereby maintaining 'street unity', and also, at ten feet above the sidewalk our sign would be situated too far above our display window creating a sight imbalance, plus it would infringe on the window space of the floor directly above our store.

As time is now of the essence please consider this request at an early opportunity.

Trusting you will find all this in order and looking forward to your favorable reply, we remain

Sincerely Yours,

CLOWES JEWELLERS (1978) LTD.

A handwritten signature in cursive script, appearing to read "Len Nederlof".
Len Nederlof

DATE: March 14, 1991
TO: City Clerk
FROM: Bylaws and Inspections Manager
RE: CLOWES JEWELLERS
4909-48 STREET

FILE NO.

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

This application is very similar to one considered by Council at its last meeting (Sultana's Beauty Clinic).

Our comments for this application are the same as they were for Sultana's Beauty Clinic. We have no objections to the requested relaxations, and are working on preparing an amendment to the Bylaw that would permit the Municipal Planning Commission to deal with these applications.

Yours truly,



R. Strader
Bylaws and Inspections Manager
BUILDING INSPECTION DEPARTMENT

RS/vs



**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

TO: C. Sevcik, City Clerk

DATE: March 14, 1991

FROM: Gary Klassen, Associate Planner

RE: Relaxation for Canopy Sign

At the March 4, 1991 Council meeting, City Planning Services supported a relaxation of the Sign By-law in order to permit the development of a sign which was commensurate with existing development in the area. The current proposal is similar in nature and therefore we would not object to a further relaxation of the By-law.

With a forthcoming amendment to the Sign By-law, the Municipal Planning Commission rather than Council will be able to deal with such matters in the future.

**R. GARY KLASSEN, ACP, MCIP
ASSOCIATE PLANNER**

RGK/pim

c/c Director of Engineering Services
By-laws and Inspections Manager
E.L. & P. Manager

MUNICIPALITIES WITHIN COMMISSION AREA

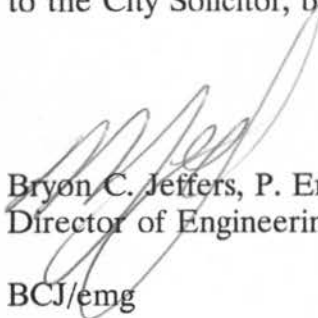
CITY OF RED DEER • MUNICIPAL DISTRICT OF CLEARWATER No. 99 • COUNTY OF STETTTLER No. 6 • COUNTY OF LACOMBE No. 14 • COUNTY OF MOUNTAIN VIEW No. 17 • COUNTY OF PAINTEARTH No. 18 • COUNTY OF RED DEER No. 23 • TOWN OF BLACKFALDS • TOWN OF BOWDEN • TOWN OF CARSTAIRS • TOWN OF CASTOR • TOWN OF CORONATION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

DATE: March 20, 1991
TO: City Clerk
FROM: Director of Engineering Services
RE: **CANOPY AWNING SIGN - SIGN BY-LAW AMENDMENT
4909-40 STREET TO 4913-48 STREET
LOTS 16-WEST PART OF 20, BLOCK 20, PLAN K**

The Engineering Department has inspected the premises in question, to determine if there would be any problem with respect to the request.

RECOMMENDATION

That the requested relaxation be approved subject to an Indemnity Agreement, satisfactory to the City Solicitor, being executed.



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

BCJ/emg

c.c. By-laws and Inspections Manager
c.c. E. L. & P. Manager
c.c. Urban Planning Section Manager

Commissioner's Comments

We would concur with the recommendations to support the requested relaxation and to be followed up by our Building Inspection Department for finalization of an agreement as is the normal procedure.

"R.J. MCGHEE"
Mayor

DATE March 13, 1991


TO:

<input 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 type="checkbox"/>	CITY ASSESSOR
<input type="checkbox"/>	COMPUTER SERVICES MANAGER
<input 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 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 checked="" type="checkbox"/>	URBAN PLANNING SECTION MANAGER
<input type="checkbox"/>	

FROM: CITY CLERK

RE: RELAXATION TO REGULATIONS/CANOPY AWNING SIGN/SIGN BYLAW
AMENDMENT

Please submit comments on the attached to this office by March 25/91
_____ for the Council Agenda of April 2, 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

March 13, 1991

Mr. Len Nederlof
Clowes Jewellers
4909 - 48 Street
P.O. Box 442
Red Deer, Alberta
T4N 1S8

Dear Sir:

RE: RELAXATION TO REGULATIONS GOVERNING LOCATION OF CANOPY SIGNS

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 April 2, 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,

C. Sevcik
City Clerk

/ds



*a delight
to discover!*

DATE: March 18, 1991


TO: C. Sevcik
City Clerk

FROM: Daryle Scheelar
E. L. & P. Dept.

RE: Relaxation to Regulations/Canopy Awning Sign/Sign Bylaw
Amendment

E. L. & P. have no objections to this proposed relaxation.

If you have further questions or comments, please advise.


Daryle Scheelar,
Distribution Engineer

/jjd



THE CITY OF RED DEER

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

City Clerk's Department 342-8132

April 5, 1991.

Clowes Jewellers
4909 - 48 Street
P.O. Box 442
Red Deer, Alberta
T4N 1S8

Attention: Len Nederlof

Dear Mr. Nederlof:

RE: CANOPY RELOCATION - 4913 - 48 STREET

Further to my letter of April 3, 1991, regarding the above topic, please note that I quoted the wrong resolution of Council. Hereunder is the resolution which was passed on April 2, 1991, by Council relative to your item.

"RESOLVED that Council of The City of Red Deer, having considered correspondence dated March 12, 1991 from Clowes Jewellers (1978) Ltd. regarding a proposal to relocate a canopy store sign from 4909 - 48 Street to 4913 - 48 Street, hereby approves a relaxation of the Sign Bylaw to enable the installation of the said canopy sign to be located 8 feet above the city sidewalk rather than 10 feet as required by the Sign Bylaw, subject to an indemnity agreement satisfactory to the City Solicitor, and as recommended to Council April 2, 1991."

The decision of Council in this instance is submitted for your information and you may now make application to the City of Red Deer Building Inspection Department for a permit for the relaxation of the canopy height for Clowes Jewellers at 4913 - 48 Street.

I trust you will find this satisfactory. Please contact me if you have any questions.

Sincerely,

K. Kloss
Assistant City Clerk
c.c. Bylaws & Inspections Manager
Sr. Planner
E.L. & P. Mgr.

Dir. of Engineering Services
Dir. of Community Services
City Solicitor



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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

April 3, 1991

Clowes Jewellers
4909 - 48 Street
P.O. Box 442
Red Deer, Alberta
T4N 1S8

Attention: Len Nederlof

Dear Mr. Nederlof:

RE: CANOPY RELOCATION - 4913 - 48 STREET

Your request to have canopy restrictions relaxed for Clowes Jewellers, 4913 - 48 Street, received consideration at the Council meeting of April 2, 1991, and at which meeting Council passed the following resolution.

"RESOLVED that Council of The City of Red Deer, having considered application from the Red Deer Columbus Club for a license to occupy pertaining to the existing building roof overhang at 4703 Ross Street, hereby approves said application subject to the conditions as outlined by the administration and as presented to Council April 2, 1991."

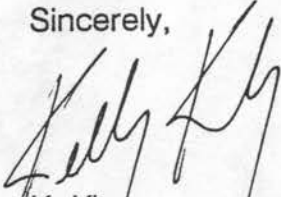
The decision of Council in this instance is submitted for your information and you may now make application to the City of Red Deer Building Inspection Department for a permit for the relaxation of the canopy height for Clowes Jewellers at 4913 - 48 Street.

*a delight
to discover!*

Page 2
Clowes Jewellers

I trust you will find this satisfactory. Please contact me if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'K. Kloss', written over the printed name.

K. Kloss
Assistant City Clerk

KK/ds

c.c. Bylaws & Inspections Manager
Senior Planner
E.L. & P. Manager
Dir. of Engineering Services
Dir. of Community Services
City Solicitor

**Public Utilities Board**

10th Floor, 640 - 5th Avenue S.W., Calgary, Alberta T2P 0M6

Telephone: (403) 297-6306

Fax: (403) 297-6104

File No.: 900084 4000 0012 0002

March 20, 1991

Mr. Al Roth
Electric Light and
Power Manager
City of Red Deer
P. O. Box 5008
Red Deer, Alberta
T4N 3T4

RENEWAL POWER SUPPLY AGREEMENT

Dear Sir:

Please find enclosed two (2) certified copies of Order C91010 with respect to your application for renewal of the Power Supply Agreement with TransAlta Utilities Corporation. You may now proceed with 2nd and 3rd readings of the By-law and execution of the agreement.

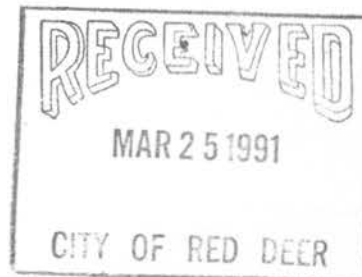
Yours truly

A handwritten signature in cursive script that reads "Norma Andrews".

(Mrs.) Norma Andrews
Application Officer

/sms

Enclosures



THE PUBLIC UTILITIES BOARD, ALBERTA

Order C91010

Dated March 20, 1991

re:

THE CITY OF RED DEER

and

TRANSALTA UTILITIES CORPORATION

An application by the Council of the City of Red Deer for approval to enter into a renewal of an electric power supply contract with TransAlta Utilities Corporation.

FILE: 900084 4000 0012 0002

PUBLIC UTILITIES BOARD, Alberta

ORDER C91010

APPEARANCESFor TransAlta Utilities
Corporation

:

Wayne K. Taylor, Esq.
Manager, Marketing
Services

For City of Red Deer

:

Al Roth, Esq.
Manager, Electric Light
and Power

O R D E R

The Public Utilities Board (the Board) adopts as an Order of the Board, this report of T. D. Hetherington, the Member authorized pursuant to Section 18 of the Public Utilities Board Act, R.S.A. 1980, c. P-37 to report on the matter.

UPON THE APPLICATION of the Council of the City of Red Deer (the City) for the approval of the Board, to renew a contract with TransAlta Utilities Corporation (the Company) with respect to the supply of electric power to the City's distribution system for a period of 10 years from the effective date of the proposed Power Supply Agreement (the Power Supply Agreement), as filed with the Board;

AND UPON READING:

- (1) the Application of the City dated December 11, 1990;
- (2) By-law No. 3027/90 read the first time on December 10, 1990;
- (3) the proposed Power Supply Agreement;
- (4) the submission of the Company dated January 21, 1991;
- (5) the Notice of the matter dated February 6, 1991 published in The Red Deer Advocate on February 28, 1991 in accordance with the directions of the Board;
- (6) other material filed in support of the Application;

PUBLIC UTILITIES BOARD, Alberta

ORDER C91010

AND UPON HEARING representatives of the Company and the City at the Board's Calgary Offices on March 20, 1991;

AND IT APPEARING THAT:

- (1) the Application of the City was made forthwith after the first reading of By-law No. 3027/90;
- (2) by an agreement in writing dated March 30, 1938 between the City and Calgary Power Ltd. (now TransAlta Utilities Corporation), the City agreed to purchase and the Company agreed to supply electric power to the City for a period of 10 years and the said agreement has been altered and renewed from time to time and most recently by an agreement in writing dated May 21, 1980;
- (3) no other interested person has made any submission or objection with respect to the matter;

- (4) the Company is financially and otherwise able to furnish a safe, adequate and proper electric power supply to the City as provided in the Power Supply Agreement;
- (5) The Power Supply Agreement is necessary and proper for the public convenience and properly conserves the public interests;
- (6) with respect to the supply of electric power to the City, the Company has provided and is prepared to continue to provide, for the term of the Power Supply Agreement, the construction, equipment, maintenance, service or operation as the public convenience and interests reasonably require;
- (7) the scheme of the Company for the supply of electric power under the provisions of the Power Supply Agreement is reasonable and sufficient, having regard to the general circumstances;

PUBLIC UTILITIES BOARD, Alberta

ORDER C91010

- (8) having regard to the availability of any other source of supply of electric power in the area in which the City is situated and to any other circumstances, the City entering into the Power Supply Agreement with the Company is to the general benefit of the City and the area directly or indirectly affected thereby;

THEREFORE IT IS ORDERED THAT the approval of the Board be and the same is hereby given to the City to renew an electric power supply contract with the Company, in accordance with the terms and conditions of the proposed Power Supply Agreement;

IT IS A CONDITION of this Order that the rights conferred by the City in the Power Supply Agreement are not exclusive as against the Crown in right of Alberta;

THE CITY IS HEREBY DIRECTED to file with the Board the following documents:

- a) upon third reading, a copy of By-law No. 3027/90; and
- b) a copy of the executed agreement;

PUBLIC UTILITIES BOARD, Alberta

ORDER C91010

AND IT IS HEREBY DECLARED that nothing in this Order shall bind, affect or prejudice the Board in any way in its consideration of any other matter or question relating to the City or the Company.

Dated at Calgary this 20th day of March, 1991.

PUBLIC UTILITIES BOARD

(SIGNED) T. D. HETHERINGTON

MEMBER

CERTIFIED TRUE COPY

A handwritten signature in cursive script, appearing to read "Norma Andrews", is written over a faint circular official seal of the Public Utilities Board of Calgary.

ACTING SECRETARY

Commissioner's Comments

At the Council Meeting of December 10, 1990, first reading was given to Bylaw 3027/90, being a bylaw to authorize the Mayor and City Clerk to execute, on behalf of the City, an agreement between the City and TransAlta Utilities Corporation for the purchase and supply of electrical energy. The term of the agreement is for a further period of 10 years.

The Public Utilities Board has now issued the Board Order approving the Application and accordingly, it is now in order for Council to proceed with 2nd and 3rd readings of the bylaw.

"A. WILCOCK"
Acting City Commissioner

BY-LAW NO. 2630/A-91

Being a By-law to amend the Offsite Levies Bylaw 2630/79,
as amended.

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

1. By-law 2630/79, as amended, is further amended as to the following sections:
 - 3.1 - by striking out the figure and words, "\$3,130.00 per hectare for each hectare", and by substituting therefore the figure and words, "\$3,460.00 per hectare for each hectare".
 - 3.2 - by striking out the figure and words, "\$10,460.00 per hectare for each hectare", and by substituting therefore the figure and words "\$11,550.00 per hectare for each hectare".
 - 3.3 - by striking out the figure and words "\$2,740.00 per hectare for each hectare", and by substituting therefore the figure and words "\$3,030.00 per hectare for each hectare".
 - 3.4 - by striking out the figure and words "\$5,025.00 per hectare for each hectare", and by substituting therefore the figure and words "\$5,550.00" per hectare for each hectare".
 - 3.5 - by striking out the figure and words "\$13,050.00 per hectare for each hectare", and by substituting therefore the figure and words "\$14,410.00 per hectare for each hectare".
 - 3.6 - by striking out the figure and words "\$2,350.00 per hectare for each hectare", and by substituting therefore the figure and words "\$2,590.00 per hectare for each hectare".
 - 3.7 - by striking out the figure and words "\$2,870.00 per hectare for each hectare", and by substituting therefore the figure and words "\$3,170.00 per hectare for each hectare".
 - 3.8 - by striking out the figure and words "\$5,025.00 per hectare for each hectare", and by substituting therefore the figure and words "\$5,550.00 per hectare for each hectare".

3.9 - by striking out the figure and words "\$2,380.00 per hectare for each hectare", and by substituting therefore the figure and words "\$2,630.00 per hectare for each hectare".

2. This By-law shall come into force upon the final passing thereof.

READ A FIRST 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 AND FINALLY PASSED IN OPEN COUNCIL this day of
A.D., 1991.

MAYOR

CITY CLERK

BYLAW NO. 2672/A-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. 1/91 attached hereto and forming part
of the Bylaw.
- 2 This Bylaw shall come into force upon the final passing hereof.

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.

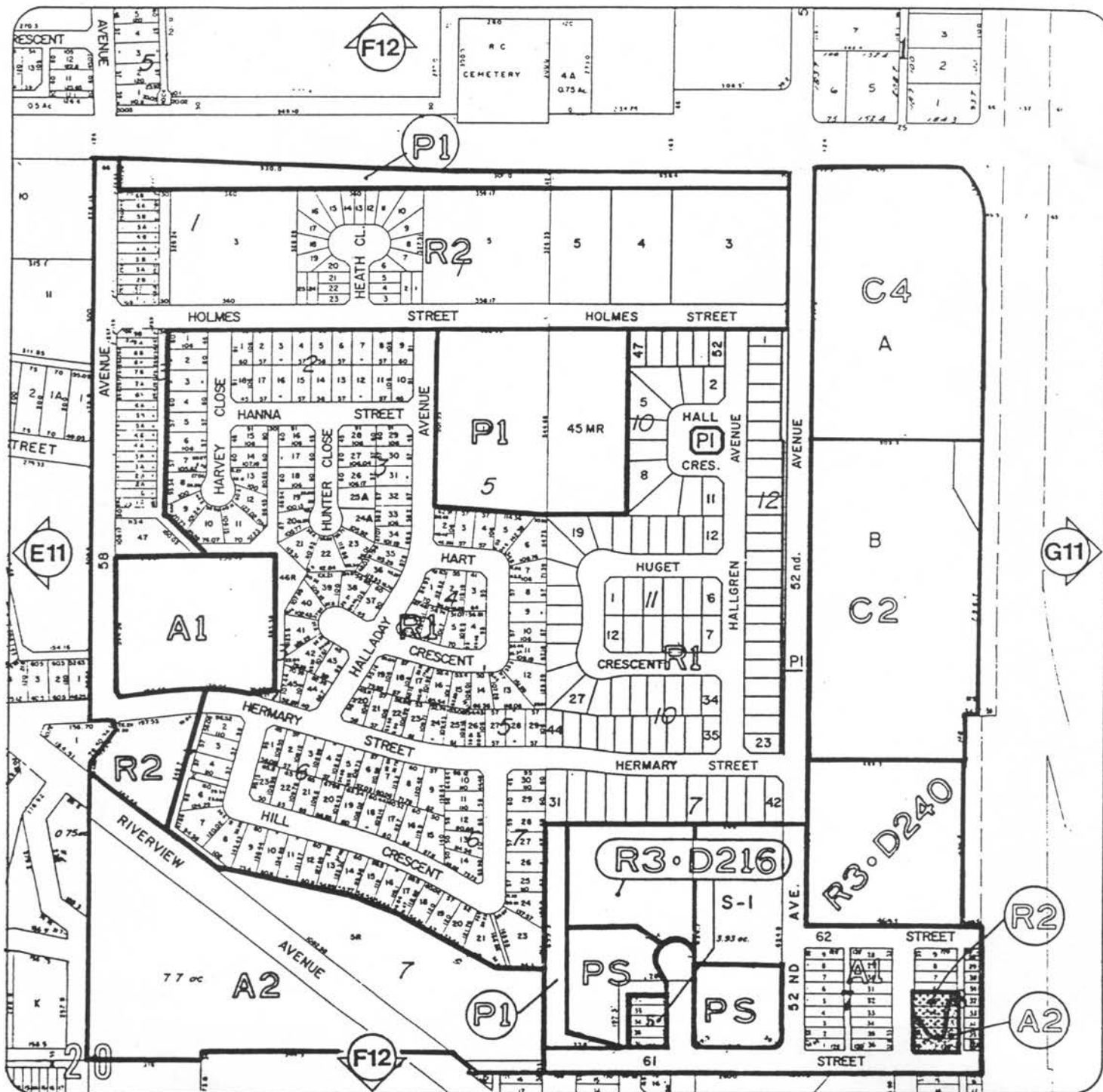
MAYOR

CITY CLERK

City of Red Deer --- Land Use Bylaw

Land Use Districts

F11



scale in metres

Revisions :

MAP NO. 1/91
(BYLAW No. 2672/A-91)

Change from A1 to R2  & A2 .

BYLAW NO. 2672/G-91

BEING a Bylaw to amend the Land Use Bylaw No. 2672/80.

THE MUNICIPAL COUNCIL FOR THE CITY OF RED DEER, ALBERTA, DULY ASSEMBLED, HEREBY ENACTS AS FOLLOWS:

That Bylaw No. 2672/80, being the Land Use Bylaw for the City of Red Deer, is hereby amended as follows:

1. Existing clause 4.12.2(4) is deleted and replaced with new clause 4.12.2(4) as follows:

"(4) Billboard Signs Maximum height above grade - 6.10 m
 Maximum surface area: 19.0 sq. m"

2. Clauses 6.2.1.3(10) and 6.3.1.2(11) are amended by deleting all reference to billboard signs.
3. Clause 6.2.4.3(8) is amended by deleting the words "Billboard signs" and replacing them with the following:

"Billboard signs except on sites fronting on Gaetz Avenue between 28th Street and the southern boundary of the City, on Gaetz Avenue between 77th Street and the northern boundary of the City and on 67th Street between 59th Avenue and the western boundary of the City."

4. New clause 6.3.1.3(17) is added as follows:

"Billboard signs except on sites fronting on Gaetz Avenue between 28th Street and the southern boundary of the City, on Gaetz Avenue between 77th Street and the northern boundary of the City, on 67th Street between 59th Avenue and the western boundary of the City and on sites adjacent to Highway 2 within the City boundary."

5. Clause 6.3.2.3 is amended by adding new clause 6.3.2.3(5) as follows:

"(5) Billboard signs except on sites fronting on Gaetz Avenue between 28th Street and the southern boundary of the City, on Gaetz Avenue between 77th Street and the northern boundary of the City, on 67th Street between 59th Avenue and the western boundary of the City and on sites adjacent to Highway 2 within the City boundary."

6. This Bylaw shall come into full force and effect upon third reading thereof.

READ A FIRST TIME IN OPEN COUNCIL THIS DAY OF , 1991;

READ A SECOND TIME IN OPEN COUNCIL THIS DAY OF , 1991;

READ A THIRD TIME IN OPEN COUNCIL THIS DAY OF , 1991.

MAYOR

CITY CLERK

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



BYLAW NO. 2672/J-91

Being a Bylaw to amend the Land Use Bylaw No. 2672/80 to bring certain provisions contained therein in conformity with the provisions of Section 78 of the Planning Act, R.S.A., 1980, Chapter P-9.

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

That Bylaw No. 2672/80, being the Land Use Bylaw, be amended as follows:

- 1 By deleting therefrom Section 4.3.2.(1) and substituting in its place and stead the following:

"(1) In a residential district not more than one
(1) residential building may be erected
upon a lot except with the approval of
the Development Officer and in
accordance with the provisions of
Section 78 of the Planning Act."
- 2 That subsection (3) of Section 6.6.3.2, Permitted Uses, be deleted and that 6.6.3.3, Discretionary Uses, be amended by adding thereto the following:

"(8) Planned group of residential buildings".
- 3 That Section 5.2.3(1) be amended by deleting the words "planned group of dwelling units" and "grouped housing" wherever the same appear, and substituting in their place and stead the following: "planned group of residential buildings".
- 4 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/D-91

Being a Bylaw 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:

- 1 Bylaw No. 2960/88 is hereby amended by deleting therefrom Schedules "A" and "B" and substituting in their place and stead the attached Schedules "A" and "B" to this Bylaw.
- 2 Bylaw 2960/88 is hereby amended as to Section 26 under the heading, "Service Call" by deleting the amount \$26.60 and substituting in its place and stead the amount \$28.00.
- 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

SCHEDULE "A"

PART 5

WATER RATES

Every consumer shall pay for water supplied to him the aggregate of amount determined as follows:

1. A consumption charge of \$0.85 for each 100 cubic feet of water supplied.
2. A fixed monthly charge shall be determined by the size of the meter supplied to each consumer as follows:

<u>METER SIZE</u>	<u>FIXED MONTHLY CHARGE</u>
5/8" (16 mm)	\$ 7.92
3/4" (19 mm)	12.68
1" (25 mm)	23.09
1-1/2" (38 mm)	53.88
2" (50 mm)	130.07
3" (75 mm)	219.61
4" (100 mm)	464.91
6" (150 mm)	871.19
8" (200 mm)	1,539.52

MISCELLANEOUS RATES

1. New service connection

	<u>FROM MAIN IN STREET</u>	<u>FROM MAIN IN LANE</u>
(a) Basic charge for 1" (25 mm) water and 6" (150 mm) sanitary	\$ 3,675.00	\$ 3,075.00
(b) Basic charge for 1" (25 mm) water	3,190.00	2,590.00
(c) Basic charge for 6" (150 mm) sanitary sewer	3,190.00	2,590.00
(d) Basic charge for 4" (100 mm) storm sewer	3,190.00	2,590.00
(e) Basic charge for 1" (25 mm) water main, 150 mm sanitary and 6" (100 mm) storm sewer	3,815.00	3,215.00
(f) Dual service upon approval	4,320.00	3,620.00

SCHEDULE "A" Continued

Extra charge for

Larger water main:

1-1/2" (38 mm)	\$	220.00
2" (50 mm)		750.00
4" (100 mm)		2,035.00
6" (150 mm)		3,000.00
8" (200 mm)		3,640.00

Larger sanitary or storm sewer:

8" (200 mm)	\$	110.00
10" (250 mm)		160.00
12" (300 mm)		220.00
15" (375 mm)		360.00
18" (450 mm)		590.00
21" (525 mm)		920.00

2. Additional fee for winter construction of service (November 15-May15) \$ 645.00
3. Temporary water supply for construction purposes (includes one water turn on)
Up to and including 1-1/2" (38 mm) service \$ 32.00
Over 1-1/2" (38 mm) service \$ 65.00
4. Disconnection of service (water kill) - up to 50 mm in size \$ 1,020.00
- over 50 mm in size \$ 2,500.00
5. Turn water off or on for repairs or line testing
(a) during regular working hours \$ 28.00
(b) after regular working hours \$ 85.00
6. Other Charges
Construction of manhole \$ 2,230.00
Cutting and replacing pavement -
(a) Single or double service 3" (75 mm) and under \$ 1,911.00
(b) Single or double service Over 3" (75 mm) 2,441.00
(c) Triple Service 3" (75 mm) and under 2,549.00
(d) Triple Service Over 3" (75 mm) 3,080.00
(e) For service kill 3" (75 mm) and under 345.00
(f) For service kill Over 3" (75 mm) 505.00
Replacing and/or tunnelling sidewalks -
(a) Single or double service residential \$ 1,043.00
(b) Single or double service commercial 2,338.00
(c) Triple service residential 1,391.00
(d) Triple service commercial 2,686.00

SCHEDULE "A" Continued

Replacing curb only -		
	(a) Single or double service	\$ 754.00
	(b) Triple or dual service	984.00
7.	Clearing plugged sewer	
	(a) During regular working hours	\$ 52.00
	(b) After regular working hours	82.00
	(c) Power auger	83.00
	(d) Sewer jet (regular hours only)	95.00
	(e) Foam (roots) (regular hours only)	105.00
8.	Repairs to water meters	At cost
9.	Thawing water service	At cost
10.	Repair to damaged stand pipe	At cost
11.	Meter Test	\$ 46.00
12.	Camera Sewer Lines	
	Service (regular hours only)	\$ 105.00
	Mains (regular hours only)	\$2.00/metre

SCHEDULE "B"

PART 6

WASTEWATER RATES

1. Volume rate for 100 cu. ft. (2.832 cu. metres)= 88.4 cents
Charge for treating one pound (454 grams)
of B.O.D. = 12.3 cents
Charge for treating one pound (454 grams) of
suspended solids = 13.4 cents
Charge for treating one pound (454 grams)
of grease = 3.8 cents
2. For the purpose of calculating the sewerage charge payable by a consumer, the volume of wastewater contributed by the consumer to the sewerage works shall be deemed to be equal to 80% of the water delivered to the consumer's premises, whether the water was received from the City or from sources other than the City. Where no meter or other exact means exist to determine the quantity of water consumed by any person, the Director shall make an estimate thereof for the purpose of determining the sewerage service charges. The consumer may, at his own expense, install and maintain a meter approved by the Director upon which the service charge shall thereafter be determined.
3. Notwithstanding clause 1 of Schedule "B", any consumer whose sewage has not been tested as hereinafter provided, shall pay \$1.40 per 100 cu. ft. (2.832 cu. metres) of wastewater calculated in the manner herein set forth with a minimum of \$12.27 per month.
4. Any person occupying a property used primarily as a dwelling unit or as a residence, or from which a business is being operated under a home occupation license, which is connected with the City sewerage system, shall pay the sum of \$12.27 per month.

Note: These rates to be effective for utility consumption and services after February 1, 1991.

BYLAW NO. 2960/E-91

Being a Bylaw 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:

- 1 Bylaw No. 2960/88 is hereby amended by deleting therefrom Schedule "C" and substituting in its place and stead the attached Schedule "C" to this Bylaw.
- 2 This amendment will be effective for utility consumption on and after April 1, 1991.

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

EFFECTIVE FOR CONSUMPTION ON AND AFTER APRIL 1, 1991

Bylaw No. 2960/E-91
Page 1 of 2

SCHEDULE "C"

PART 7

ELECTRIC LIGHT AND POWER RATES

GENERAL

The KVA of Demand with respect to the monthly billing period will be the highest demand recorded for any 15 minute period in the 12 month period including and ending with such monthly billing period.

The KVA of Demand will be re-established on such shorter periods of time as designated by the Electric Light and Power Manager for the individual customer as warranted by that customer's changing load characteristics. In the event that the customer disagrees with the re-established KVA of Demand, the dispute shall be referred to the Council of the City whose decision shall be final and conclusive.

The Federal and Provincial Income Tax Rebate is applied to all billings at the current rate based on the dollar total of the rebates advanced by these Governments.

RESIDENTIAL CONSUMERS - RATE 61

Applied to one family dwelling unit having a separate meter:

0 to 25 KWH per month.....	\$ 7.65
Next 125 KWH per month.....	\$ 0.1020 per KWH
All over 150 KWH per month.....	\$ 0.0471 per KWH

Minimum charge \$ 7.65 per month

NON-RESIDENTIAL - RATE 63

Applies to commercial, business, industrial and most other non-residential type installations plus the "house lights" services (including common area lighting and utility rooms) of apartment buildings where the KVA of Demand is less than 50 KVA. If the KVA of Demand exceeds 50 KVA, Rate 64 will be applied immediately and will continue to be applied irrespective of future KVA of Demand.

Service to be taken at one of the following nominal voltages:

120/240 Volts, single phase, 3 wire;
120/208Y Volts, network, 3 wire;
120/208Y Volts, three phase, 4 wire;
347/600Y Volts, three phase, 4 wire;

0 to 25 KWH per month.....	\$ 8.78
Next 425 KWH per month.....	\$ 0.2002 per KWH
Next 1575 KWH per month.....	\$ 0.1112 per KWH
All Additional KWH per month.....	\$ 0.0546 per KWH

Minimum charge \$ 8.78 per month

EFFECTIVE FOR CONSUMPTION ON AND AFTER APRIL 1, 1991

Bylaw No. 2960/E-91
Page 2 of 2

SCHEDULE "C" (continued)

NON-RESIDENTIAL - RATE 64

Applies to commercial and industrial installations where service is taken at the voltage listed for rate 63 but where the KVA of Demand is 50 KVA or greater.

Customers with a KVA of Demand of 50 KVA or more will be charged with a minimum of 7125 KWH per month.

First 20 hours x KVA of Demand.....\$ 0.1747 per KVAH
Next 20 hours x KVA of Demand.....\$ 0.1165 per KVAH
All additional KWH per month.....\$ 0.0510 per KWH

Minimum charge will be the greater of:

50 KVA and 7125 KWH.....\$ 552.58 per month or
\$8.45 per KVA of Demand per month.

PRIMARY - RATE 76

Applies where customer has supplied all transformers, switchgear, etc. 4160 volt system capacity is available and service is taken at 4160 volts, balanced three phase, and the KVA of Demand is not less than 100 KVA.

Customer will be charged with a minimum of 7125 KWH per month.

First 20 hours x KVA of Demand.....\$ 0.1747 per KVAH
Next 20 hours x KVA of Demand.....\$ 0.0874 per KVAH
All additional KWH per month.....\$ 0.0471 per KWH

Minimum charge will be the greater of:

100 KVA and 7125 KWH.....\$ 671.39 per month or
\$7.65 per KVA of Demand per month.

PRIMARY - RATE 77

Applies where 24,940 volts is available and customer has supplied all transformers, switchgear, etc., service is taken at 24,940 volts, balanced three phase and the KVA of Demand is not less than 300 KVA.

Customer will be charged with a minimum of 7125 KWH per month.

First 20 hours x KVA of Demand.....\$ 0.1747 per KVAH
Next 20 hours x KVA of Demand.....\$ 0.0856 per KVAH
All additional KWH per month.....\$ 0.0455 per KWH

Minimum charge will be the greater of:

300 KVA and 7125 KWH.....\$ 1,144.50 or
\$7.65 per KVA of Demand per month.

BYLAW NO. 2996/A-91

Being a Bylaw to amend the Sign Bylaw No. 2996/89.

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

That Bylaw No. 2996/89, being the Sign Bylaw for the City of Red Deer, is hereby amended as follows:

1 Section 2.1.6 is deleted and replaced with a new Section 2.1.6 as follows:

"'Billboard' means a sign to which advertising copy is pasted, glued, painted or otherwise fastened to permit its periodic replacement and includes poster panels and painted structures. A billboard draws attention to products, services or activities which are not related to the property on which the sign is located."

2 Section 5.3.1 is deleted and replaced with new Section 5.3.1 as follows:

"A billboard sign shall not be more than 3.10 m high, and not more than 6.10 m long. A billboard shall not be located closer than 3 m to any property line."

3 This Bylaw shall come into full force and effect upon third reading thereof.

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. 2996/B-91

Being a Bylaw to amend the Sign Bylaw No. 2996/89.

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

That Bylaw No. 2996/89, being the Sign Bylaw for The City of Red Deer, is hereby amended as follows:

1 New Section 3.1.3 is added as follows:

"Notwithstanding anything in this Bylaw, an interested person may apply to the Municipal Planning Commission for a relaxation of any size, dimension, area or distance requirement set out in the Bylaw and the Municipal Planning Commission may, if it feels that the request is reasonable, grant a relaxation."

2 This Bylaw shall come into full force and effect upon third reading thereof.

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. 3033/91

Being a Bylaw to close portions of road 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 portions of roadway in The City of Red Deer are hereby
closed.

- (a) All that portion of Gaetz Ave. (Original Road Allowance) lying within the limits of Lot 26, Block 22, Plan _____, containing 0.076 hectares (0.19 acres), more or less.

EXCEPTING THEREOUT ALL MINES AND MINERALS.

- (b) All that portion of Road Plan 3050 M.C., lying within the limits of Lot 26, Block 22, Plan _____, containing 0.011 hectares (0.03 acres), more or less.

EXCEPTING THEREOUT ALL MINES AND MINERALS.

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

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

FILE

DATE: April 3, 1991
TO: All Departments
FROM: City Clerk
RE: PLEASE POST FOR THE INFORMATION OF EMPLOYEES

SUMMARY OF DECISIONS

FOR THE REGULAR MEETING OF RED DEER CITY COUNCIL
TO BE HELD IN THE COUNCIL CHAMBERS, CITY HALL,
TUESDAY, APRIL 2, 1991,
COMMENCING AT 4:30 P.M.

- (1) Confirmation of the Minutes of the Meeting of March 18, 1991.

DECISION - MINUTES CONFIRMED

PAGE

(2) UNFINISHED BUSINESS

- 1) City Clerk - Re: Snell and Oslund Surveys 1979 Ltd./Application to rezone
Lots 1-5, Blk. 8, Plan 2376 A.I./6103 - 51 Avenue/Land Use Bylaw
Amendment 2672/A-91 . . 1

DECISION - APPROVED 1ST READING OF BYLAW

- 2) Red Deer Regional Planning Commission - Re: Land Use Bylaw
Amendment 2672/G-91/Sign Bylaw Amendment 2996/A-91/Billboard Signs

DECISION - APPROVED BYLAW

. . 19

- 3) City Clerk - Re: Sign Bylaw Amendment 2996/B-91/MPC Authority to Grant Relaxations . . 20

DECISION - APPROVED BYLAW

- 4) City Clerk - Re: Nuisance Bylaw 3034/91 . . 21

DECISION - APPROVED BYLAW

- 5) City Clerk - Re: Central Alberta Pioneers and Oldtimers Association/Rental of Pioneer Lodge/Amendment to Lease Agreement . . 22

DECISION - APPROVED AMENDMENT

(3) PUBLIC HEARINGS

- 1) City Clerk - Re: Land Use Bylaw Amendment 2672/D-91/Redesignation of portion of College lands/PS to P1/Family Golf Centre/GPEC Consulting Ltd. . . 32

DECISION - APPROVED 1ST READING OF BYLAW

(4) REPORTS

- 1) Treasury Services Manager - Re: Equal Payment Plan/Utility Billing . . 34

DECISION - APPROVED PLAN

- 2) Recreation, Parks & Culture Board - Re: Portable Food Concession/J. Crawford (Rosco's Pop & Floss)/McKenzie Trail & Coronation Park . . 38

DECISION - APPROVED CONCESSION

- 3) E.L. & P. Manager - Re: TransAlta Utilities/Public Utilities Board/Cost Increase/Utility Bylaw Amendment 2960/E-91 . . 47

DECISION - APPROVED BYLAW

- 4) Engineering Department Manager - Re: Proposed Rate Change/Utility Bylaw Amendment 2960/D-91 . . 48

DECISION - APPROVED RATE CHANGE

- 5) City Assessor - Re: Street Names . . 55

DECISION - APPROVED VARIOUS STREET NAME CHANGES RELATIVE TO MAJOR CONTINUOUS CORRIDOR PROJECT

- 6) Director of Financial Services - Re: RCMP Contract Negotiations . . 58

DECISION - AGREED TO WAIT FOR OUTCOME OF NEGOTIATIONS BETWEEN PROVINCIAL & FEDERAL GOVERNMENT PRIOR TO TAKING ANY MUNICIPAL ACTION

- 7) Red Deer Regional Planning Commission - Re: Update on Royal Commission on Inter-City National Transportation . . 69

DECISION - AGREED THAT MAYOR CORRESPOND WITH ROYAL COMMISSION ON ADVOCATING FURTHER RESEARCH OF INTER CITY TRANSPORTATION ISSUES IN CENTRAL ALBERTA

- 8) Fire Chief - Re: 1990 Fire Department Annual Report . . 71

DECISION - RECEIVED AS INFORMATION

- 9) Engineering Department Manager - Re: Development Agreement/Avalon Homes/Kentwood Phase 3B . . 72

DECISION - APPROVED AGREEMENT

- 10) Engineering Department Manager - Re: Standard Development Agreement/Administrative Survey Control Network Levies . . 79

DECISION - APPROVED INCREASE IN LEVIES

- 11) Engineering Department Manager - Re: MCC Project/Twinning Taylor Bridge/Tender Award/Timcon Construction . . 80

DECISION - RECEIVED AS INFORMATION

- 12) Mayor McGhee - Re: Land Bank Operational Audit . . 81

DECISION - AGREED TO DEFER TO MAY 13, 1991 COUNCIL MEETING

- 13) Red Deer Tourist & Convention Board - Re: Presentation/Introduction of Board's new chairman/Honourary Membership . . 82

DECISION - RECEIVED AS INFORMATION

- 14) Red Deer Regional Planning Commission - Re: Sunnybrook Multiple Family Sites/Land Use Bylaw Amendment 2672/H-91 . . 83

DECISION - APPROVED 1ST READING OF BYLAW

- 15) City Clerk - Re: Land Use Bylaw Amendment 2672/J-91/Planned Group of Residential Buildings/to discretionary use category . . 85

DECISION - APPROVED 1ST READING OF BYLAW

- 16) Director of Financial Services - Re: Offsite Levies Bylaw Amendment 2630/A-91/Public Roadway Levies Resolution . . 86

DECISION - APPROVED BYLAW

- 17) Fire Chief - Re: Proposed Fire Station #1 Site/45 St. & Gaetz Ave./ Road Closure Bylaw 3033/91 . . 87

DECISION - APPROVED FIRE STATION SITE AND ROAD CLOSURE BYLAW

- 18) Recreation, Parks & Culture Board - Re: Red Deer Tennis Club Agreement 1991 . . 91

DECISION - APPROVED AGREEMENT

- 19) Dir. of Financial Services - Re: Lease Agreement with Empire Paarking Inc. for City Owned Parking Lots . . 101

DECISION - AGREED TO DISCUSS A NEW LEASE AGREEMENT WITH EMPIRE BASED ON THE LEASING OF 1-2 CITY OWNED PARKING LOTS

(5) WRITTEN ENQUIRIES

(6) CORRESPONDENCE

- 1) Red Deer Columbus Club - Re: License to Occupy City Property/4703 Ross Street . .105

DECISION - APPROVED LICENSE TO OCCUPY

- 2) Town of Penhold - Re: Ambulance Service Agreement . .113

DECISION - APPROVED AGREEMENT

- 3) Hugh J. Brown - Re: Utility Bill/5018 - 50 Street . .115

DECISION - APPROVED A WAIVER OF A PORTION OF UTILITY BILL

- 4) Clowes Jewellers - Re: Canopy Relocation/4913 - 48 St./Amendment to Sign Bylaw . .120

DECISION - APPROVED AMENDMENT

- 5) Public Utilities Board - Re: Renewal Power Supply Agreement/TransAlta Utilities Corp./Bylaw - TransAlta Power Supply Agreement/Bylaw 3027/90 . .124

DECISION - APPROVED AGREEMENT

(7) PETITIONS & DELEGATIONS

(8) NOTICES OF MOTION

(9) BYLAWS

- 1) 2630/A-91 - Offsite Levies Bylaw Amendment - three readings . . 86

DECISION - THREE READINGS GIVEN

- 2) 2672/A-91 - Land Use Bylaw Amendment/Snell & Oslund Surveys 1979 Ltd./Application to rezone Lots 1-5, Blk. 8, Plan 2376 A.I./6103 - 51 Avenue - 1st reading . . 1

DECISION - 1ST READING GIVEN

- 3) 2672/D-91 - Land Use Bylaw Amendment/Redesignation of portion of College lands/PS to P1/Family Golf Centre/GPEC Consulting Ltd. - 2nd & 3rd readings . . 32

DECISION - 2ND & 3RD READINGS GIVEN

- 4) 2672/G-91 - Land Use Bylaw Amendment/Billboard Signs - 1st reading . . 19

DECISION - 1ST READING GIVEN

- 5) 2672/H-91 - Land Use Bylaw Amendment/Sunnybrook Multiple Family Sites - 1st reading . . 83

DECISION - 1ST READING GIVEN

- 6) 2672/J-91 - Land Use Bylaw Amendment/Planned Group of Residential Buildings/to discretionary use category - 1st reading . . 85

DECISION - 1ST READING GIVEN

- 7) 2960/D-91 - Utility Bylaw Amendment/Proposed Rate Changes - 3 readings . . 48

DECISION - 3 READINGS GIVEN

- 8) 2960/E-91 - Utility Bylaw Amendment/TransAlta Utilities/Public Utilities Board/Cost Increase - 3 readings . . 47

DECISION - 3 READINGS GIVEN

- 9) 2996/A-91 - Sign Bylaw Amendment/Billboard Signs - 1st reading . . 19

DECISION - 3 READINGS GIVEN

- 10) 2996/B-91 - Sign Bylaw Amendment/Apply to M.P.C. for relaxation - 3 readings . . 20

DECISION - 3 READINGS GIVEN

- 11) 3027/90 - TransAlta Utilities Power Supply Agreement Bylaw - 2nd & 3rd readings . .124

DECISION - 2ND & 3RD READINGS GIVEN

- 12) 3033/91 - Road Closure Bylaw/Proposed Fire Station #1 Site/45 St. & Gaetz Ave. - 1st reading . . 87

DECISION - 1ST READING GIVEN

- 13) 3034/91 - Nuisance Bylaw - 3rd reading . . 21

DECISION - 3RD READING GIVEN

ADDITIONAL AGENDA

- 1) River Bend Golf Course - Request to construct a caretaker residence at Golf Course

DECISION - APPROVED REQUEST

- 2) CP Rail Bridge - Request by various parties to not demolish the CP Rail Bridge

DECISION - AGREED TO FORM A COMMITTEE TO REVIEW POSSIBLE FUNDING ALTERNATIVES FOR BRIDGE

- 3) Archives Committee Appointment

DECISION - APPOINT ELLA IVES TO ARCHIVES COMMITTEE TO COMPLETE LAWRIE STREATCH'S UNEXPIRED TERM