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A G E N D A  
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For Regular Meeting of City of Red Deer Council to be held in the Council Chambers, Parsons Clinic Building, Ross Street, Red Deer, Alta, on Monday, July 31st, 1961, at 4.15 p.m.

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1. Present:

Confirmation of Minutes of Regular Meeting of Council July 17th, 1961.

2. Aldermen's New Business:

3. Unfinished Business:

Page No:

- |   |      |
|---|------|
| Proposed Curling Rink North Area of Red Deer.   | 1.   |
| Application for rezoning Lot 27, Blk 1, Plan 6335KS & Lots 28-31, (R.Chabillon) Blk.1, Plan 2278 H.W.3359-3375 51 Ave.incl. | 1.   |
| Future sidewalk construction & watchman   | 2.   |
| Sweeping of Street - Residential Areas  | 2-3. |
| Ownership of Lot 4 - Michener Drive   | 3.   |

4. Reports:

- |   |    |
|---|----|
| 1. Red Deer Health Unit Milk Report July 1961       | 4. |
| 2. Building Inspector - Consolidated Concrete Ltd.  | 4. |
| 3. Building Inspector - Alberta Pool Elevators Ltd. | 4. |
| 4. Treasurer - 1960-61 Winter Works Programme       | 5. |
| 5. Public Works Committee                           | 6. |
| 6. Building Inspector - National Grain Co.          | 6. |
| 7. City Commissioner - Lane (Dr. Lampard)           | 7. |
| 8. Business & Professional Licenses - July 1961     | 8. |

5. Correspondence:

- |                           |  |     |
|---------------------------|--|-----|
| 1.A.J.Sakofsky            | Permission to occupy house with outside toilet | 9.  |
| 2.Chuck's Welding Service | Permission to operate Welding Business         | 10. |
| 3.H. L.Gilbert            | Permission to operate Coffee Shop              | 10. |
| 4.H.L.Gilbert             | Permission to operate Auto Repair Shop         | 11. |
| 5.R.D.D.P. Commission     | Lot 17, Blk H, Plan K9. 53 St. & 44 Ave.       | 11. |
| 6. Building Inspector.    | Apartment Building - W. Kainz.                 | 12. |

6. By-laws:  
No. 2099.

<u>NAME</u>	<u>LOT</u>	<u>BLK.</u>	<u>PLAN</u>	<u>ADDRESS</u>	<u>PUR.</u> <u>PRICE</u>	<u>FLOOR</u> <u>SPACE</u>
ALTON BROS.	17	17	902MC	3217-44A Ave.	2564.84	1000
E.A. & E.M. DE GROOT	19	13	6337KS	3920-35A Ave.	3174.80	1000
MACKINNON CONSTR.	17	38	5187KS	5832-West Pk. Cresc.	2166.52	800
REKETE CONST.	3	29	80MC	3529-46 Street	2752.52	1000
ENG. HOMES	2	31	80MC	3542-46 Street	2705.60	1000
" "	15	39	5187KS	5837-West Pk. Cresc.	2205.78	800
" "	10	40	5187KS	5845-41 St Cresc.	2088.00	800
" "	3	41	7063KS	5941-West Park Cresc.	2245.04	800
" "	7	41	7063KS	5933-West Park Cresc.	2245.04	800
" "	8	41	7063KS	5931-West Park Cresc.	2088.00	800
" "	10	41	7063KS	5927-West Park Cresc.	2088.00	800
" "	11	41	7063KS	5925-West Park Cresc.	2088.00	800
" "	14	41	7063KS	5919-West Park Cresc.	2284.30	800
" "	15	41	7063KS	5917-West Park Cresc.	2088.00	800
" "	16	41	7063KS	5915-West Park Cresc.	2088.00	800
" "	17	41	7063KS	5913-West Park Cresc.	2088.00	800
" "	18	41	7063KS	5911-West Park Cresc.	2088.00	800
" "	23	41	7063KS	5901-West Park Cresc.	2540.60	800
" "	27	41	7063KS	5914-41 St. Cresc.	2362.82	800
" "	3	42	7063KS	5960-West Park Cresc.	2088.00	800
" "	5	42	7063KS	5956-West Park Cresc.	2088.00	800
" "	6	42	7063KS	5954-West Park Cresc.	2088.00	800
" "	7	42	7063KS	5952-West Park Cresc.	2088.00	800
" "	8	42	7063KS	5950-West Park Cresc.	2088.00	800
" "	9	42	7063KS	5948-West Park Cresc.	2088.00	800

7. Monthly Reports & Minutes:

~~Survey of Existing and Proposed New and Existing~~

Parking Meter Analysis Week Ending June 29th, 1961.

Building Permits July 1961.

8. NEW BUSINESS:

Unfinished Business:Re: Proposed Curling Rink - North Area of Red Deer

At Council Meeting of June 19th, 1961, Council approved subdivision of property in North area of Red Deer to permit construction of four sheet curling rink, and approved in principle construction of the curling rink subject to plan of elevations of proposed building being approved by Council.

The applicant, Mr. H. Gooder, has produced elevation plans of the proposed structure, and same will be available for Council's information.

It is recommended that approval of the building be given by Council resolution.

COMMISSIONER.

Red Deer District Planning Commission.

City Commissioners,  
City of Red Deer.

July 19th, 1961.

Dear Sirs,

Re: Application for rezoning of Lot 27, Block 1, Plan 6335 K.S.,  
and Lots 28, 29, 30 & 31 of Block 1, Plan 2278 H.W.  
(3359-3375 51st Ave., inclusive) - Raymond Chabillon.

I regret very much that my report on the above application was based on an erroneous reading of the application.

The applicants applied to have the above mentioned lots rezoned to C.6 District, which is Commercial (Tourist) District and not C.5 Commercial (Highway) District. I was mistakenly under the impression that the application was to have the land zoned as Commercial (Highway) District.

In the circumstances, I would be grateful if my error could be brought to the attention of Council at its next meeting and the application re-considered. My comments on the application to rezone these lots C.6 Commercial (Tourist) District are given hereunder:-

The uses permitted in this district are limited to trailer courts, motels and hotels, together with drug stores, hairdressers, barber shops and groceries in conjunction therewith subject to Council approval. It will be observed that service stations, garages, drive-in food and refreshment stands and restaurants, etc., are excluded from this district. In general, it is considered that there is merit in locating motels, and trailer courts close to, but off the highway, in order that the noise nuisance for tourists be reduced to a minimum. The Frizzell Trailer Court area and the proposed trailer court South of 32nd Street and the Hillcrest Motel area on the top of the South Hill are all located close to, but off Gaetz Avenue.

We see no objection to the rezoning of the lots in question to C.6, but as the land is adjacent to existing residential development to the North, it is strongly recommend that no building permit be issued until the amending by-law has at least passed the stage of the public hearing so that Council may consider any objections which might be raised.

The error in my previous report is regretted, and it is hoped that this will not cause the applicants undue inconvenience. We have already discussed this matter with the applicants since the Council meeting, and they have been most understanding in the matter.

Yours truly,  
Denis Cole, Director.

NOTE:

Agree with the recommendations of the Planning Director. - COMMISSIONER.

In view of the above report it will be necessary to rescind the resolution of Council of July 17, 1961, pertaining to the application submitted for rezoning of Lot 27, Blk. 1, Plan 6335 K.S. and Lots 28-31 inclusive, Blk. 1, Plan 2278 H.W., and pass a new resolution. CITY CLERK.



Re: Future Sidewalk Construction and Watchman

Public Works Committee at meeting of July 20th, 1961, considered request of Council that in construction of sidewalks a night watchman should be employed to assure freshly laid sidewalks are not tampered with by vandals.

The City Engineer advised that present contracts provides that protection of sidewalks, and repairing of any damage to freshly laid walks is entirely the responsibility of the contractor, and any repairs to damaged sidewalks during construction must be rectified by the contractor at no cost to the City.

City Clerk.

Re: Sweeping of Streets - Residential Areas

To: City Engineer.

From: City Clerk.

June 23rd, 1961.

Re: Street Sweeping in Residential Districts

May I advise that at the meeting of Council, June 19th, 1961, the matter of sweeping streets in residential areas was raised by Council.

It was stated by Council, that due to the number of cars parked on the streets in residential areas the streets are not being swept properly. Council suggested that possibly a schedule could be arranged, wherein streets in residential areas could be signed stating "No Parking" between certain hours on certain days, or advance warning signs could be erected so that the streets will be clear.

Council agreed a report on this matter be submitted for their information.

Trusting you will take the necessary action to comply with the wishes of Council.

Yours very truly,  
F. A. Amy,  
City Clerk.

To: Public Works Supt.

From: Roads Foreman.

July 25th, 1961.

Re: Signing of Residential Streets prior to Street Sweeping

Whenever it is desirous to remove parking from a residential area, signs must be in position at least 24 hours before work is scheduled to commence. As these signs are for a temporary purpose they are quite easily moved and are very subject to vandalism. Therefore, control becomes almost an impossibility. Children, (etc.,) carry these signs all over town. Not only does this mean extra time lost recovering these signs but it also fails to give the local residents proper warning as to the parking restriction after these signs have been removed.

The installation of permanent signs is considered very impractical, not only because of the cost involved, but also because of the impossibility to follow a rigid schedule. (e.g.) If an area is signed "No Parking Thursdays 8-5 p.m." and it rained all day Thursday, it would mean we could not clean that area for another week which now makes it two weeks since any street sweeping has been done in this area. Our present schedule is flexible enough to allow us to compensate for inclement weather, breakdown etc.

If further action is necessary we could arrange for additional sweeper for the 8 - 5 shift. The streets are presently being swept as per schedule and field inspection.

Respectfully submitted,  
John Hill,  
Roads Foreman.

To: City Engineer:

From: Public Works Supt.

July 26th, 1961.

Re: Signing in Residential Areas for Sweeping

I do not feel that signing streets in residential areas is necessary as the sweeping is done between 8.00 a.m., and 5.00 p.m., when most of the cars are away. If any particular street can not be reasonably cleaned under the present method it could be signed temporarily and given a good cleaning.

A detailed report from the Road Foreman is attached.

D. W. MacGowan.

To: City Clerk.

From: City Engineer.

July 26th, 1961.

Your letter of June 23rd, 1961 regarding Council's request for a report on sweeping of streets in residential areas. Attached herewith are reports from the Superintendent and Road Foreman. I would like to add that I have never had a complaint about dirty residential streets unless some unusual condition prevailed, i.e. some trucker spilled gravel or dirt.

N. J. DECK.

To: City Clerk.

July 27th, 1961.

From: City Land Administrator.

Re: Lot 4 - Michener Drive

In reply to your inquiry with respect to Lot 4, Block 13, Plan 6084HW located on Michener Drive, I would advise as follows.

This lot is owned by the City, but is leased to the owner of Lot 5, adjoining, for a period of 20 years to be computed from the third of October, 1956, or the lease shall be terminated forthwith upon the Lessee ceasing to maintain his regular place of residence on the said Lot 5, whichever event happens first.

Yours very truly,  
D.J. Wilson,  
Land Administrator.

REPORTS:No.1.No. 9 (Red Deer) Health Unit

The result of analysis of milk samples purchased from vendors in the City of Red Deer for the month of July, 1961, all proved satisfactory.

No.2:

To: City Commissioners.

From: Building Inspector.

July 21st, 1961.

Re: Consolidated Concrete Ltd.

Consolidated Concrete Ltd., have requested permission to replace two overhead gasoline storage tanks with two underground tanks and to relocate one underground tank.

This use is an accessory use under Zoning By-law 2011 and requires the approval of the City Council.

We are therefore submitting this application for the consideration of the City Council.

The proposal has received the approval of the Fire Inspector with respect to location of the tanks.

G. K. Jorgenson.

NOTE:

Recommend Council's approval of the above. Plan of site will be available for Council's information.

COMMISSIONERS.

No.3:

To: City Commissioners.

From: Building Inspector.

July 21st, 1961.

Re: Alberta Pool Elevators Ltd.

The erection of a grain elevator on Block D, C.P.R. Plan 93.31 has been approved in principal by the City Council.

The plans submitted on application for a Certificate of Compliance with Zoning By-law 2011 indicate (a) that there is a 12 foot spacing between the office and the common driveway, (b) no detail of the type of surfacing of that portion of the lot not covered by buildings.

The approval of City Council is required for (a) the 12 foot spacing, and (b) the standard and location of the surfacing of the lot.

G. K. Jorgenson.

NOTE:

Recommend:

- (1) Council approve the 12 foot spacing
- (2) Surfacing of lot to be the same standard as that of the access road provided by the C.P.R.
- (3) Plan of site will be available for Council's information.

COMMISSIONERS.



No.4:

5.

July 19th, 1961.

City Commissioners.

For Submission to City Council.

Re: 1960 - 61 Winter Works Programme.

In accordance with provisions of the Winter Works Incentive Programme, Claims have now been submitted to the Senior Governments for approval.

In all there were twelve projects undertaken by the City covering numerous projects approved by Council as follows:

<u>Project No.</u>	<u>Description</u>	<u>Total Labour Cost</u>	<u>Prov. Govt.</u>	<u>Fed. Govt.</u>	<u>Total Cost</u>
84	Storm Sewers & Catch Basins	\$5471.05	\$1367.76	\$2735.53	\$4103.29
517	Sanitary Sewers & Drainage	2300.83	575.26	1150.42	1725.63
527	Manholes	1198.91	299.23	599.46	899.19
1718	Water Lines - Industrial Park	1592.32	398.08	796.16	1194.24
2681	Creek Improvements	1280.27	320.07	640.14	960.21
3969	Water & Sewer - Industrial Park	1323.40	330.85	661.70	992.55
5252	Parks - Thinning Trees	5645.72	1411.43	2822.86	4234.29
5556	City Stores & Garage	34919.18	8729.80	17459.59	*26189.39
5558	Converting Armouries	1556.56	389.14	778.28	1167.42
5706	Sewage Disposal	40232.59	10058.15	20116.30	**30174.45
5895	Gravel Crushing	15197.95	3799.49	7598.98	11398.47
6014	Storm Sewer Extensions	1328.95	332.24	664.48	996.72
		\$112,047.73	\$28,011.95	\$56,023.90	\$84,035.85

\* Project 5556 Civic Stores & Garage Building: - Total claim of \$26,189.39.

In accordance with the Contract all contributions on this project to April 30 are refundable to the General Contractor, consequently should the claim be approved as submitted \$20280.29 will be paid to Forest Construction leaving a net balance payable to the City of \$5909.10. This amount will enable additional finishing of the project by City Crews, such as sidewalks, landscaping, etc.

\*\* Project 5706 Sewage Disposal: - Total claim of \$30,174.45 is to be refunded to the Contractor, N.S.Pawliuk & Sons, in accordance with contract provision.

Total monies due to the City providing all claims are approved as submitted, will therefore, be \$33,581.11.

I might point out for your information that audits were made of all Contractor and Sub-Contractor payrolls in the preparation of our Claims. A staff of four men (two Treasurer's Dept., and two Auditor's Office) worked on this project for two weeks, travelling to Calgary, Edmonton and Lacombe.

This for your information.

R. N. McGregor,  
City Treasurer.

Report No.5:

The following recommendations to Council were made by the Public Works Committee at meeting of July 20th, 1961.

1. Construction of 40th Ave., from Ross Street North:

That the City of Red Deer obtain an easement from the P.T.S., so that the storm sewer is out from under the pavement, and the curbs and gutter, paved roadway and sidewalk on the East side on 40th Avenue from Ross Street North to approximately 53rd Street be constructed at a net increased debenture cost to the City of Red Deer of \$32,000.00.

2. South Mountview:

That the area South Mountview have the lanes and sidewalks completed and the roads to a gravel stage during 1961.

3. Boulevards:

That the City of Red Deer review their policies and/or by-laws in so far as construction and maintenance of inside and outside boulevards are concerned.

4. Sunnybrook:

That all power and telephone services in the new subdivision of Sunnybrook be installed underground.

No.6:

The City Commissioners:

From: Building Inspector.

July 27th, 1961.

Re: National Grain Co.

We have received an application for a building permit for a grain elevator and fertilizer shed to be constructed on sites 4 & 5 of Block D, C.P.R. Plan 9331 and for the moving of Annex and Office from present C.N.R. site to this location. Before this can be issued, Council's approval is required for the following.

- (a) The placing of these buildings on a portion of the property while leaving the balance of Block "D" for other buildings.
- (b) The standard and location of surfacing.
- (c) The moving of the Annex and Office buildings from present C.N.R. location to this site.
- (d) The plans submitted indicate that the elevator is of timber construction metal clad.

The National Building Code requires non-combustible construction or heavy timber construction with a space separation of 60 feet between two similar buildings on the same site. We would recommend that Council require this space separation between groups of buildings not constructed of non-combustible materials.

J. MacLean.

NOTE:

Recommend:-

- (1) Council approve 60 ft. spacing.
- (2) Surfacing of lot to be the same standard as that of the access road to be provided by the C.P.R.
- (3) Plans of site will be available for Council's information.

COMMISSIONERS.



The Mayor and City Council,  
Red Deer.

July 27th, 1961.

On July 19th, the City Road Contractor excavated the lane which intersects the paved lane serving the Lampard residence. Dr. Lampard has asked the City to review lane grades in this area prior to completing construction. Following is a brief history of the lanes:

1. Both lane grades were struck in May 1958.
2. About August 1959 Mr. Lampard & Mr. Kirby arranged to have the East-West lane paved.
3. This was brought to the attention of City Council when it was ascertained that this work was done without the permission of the City and without City approved grades, and it would result in problems when the North-South part of the lane was to be constructed because of an elevation difference.
4. In 1960 the North-South lane was to be constructed. Prior to construction two grades were staked on the lane and the adjacent property owners were invited to inspect the grades. Later they submitted their preference in writing.
5. The City Solicitors were given the complete fill on this matter including the written preferences. Their opinion was given as follows:-

" Re: Kirby-Lampard Lane

October 19th, 1960.

We have now had an opportunity of considering your letter of October 12th and we have discussed this matter with the above named parties and also with Mr. Deck and Mr. MacGowan and have perused the plans.

At the outset we would advise that the City cannot in any event guarantee proper drainage but if a lane is constructed in accordance with original design levels, the City cannot thereafter be liable for damages to lands in respect of uses commenced after the fixing of such levels.

It is our opinion that if the North-South lane is constructed at a level higher than the original level, the City could be held liable for any damages resulting therefrom."

6. At the time we received this letter it was too late to construct the lane in 1960.
7. The lane was then slated for construction in 1961 and was to be constructed to the grade originally struck in 1958. This would mean it would be necessary to construct ramps on the East-West lane immediately adjacent. The ramp to the West would have to be at the expense of the property owners.
8. On July 19th the matter was considered at a meeting on the site with the Consulting Engineer, City Engineer, Mr. Lampard, Miss Buchan, other adjacent property owners and the undersigned.
9. I would recommend that the lane be constructed to the original grade or slightly higher if considered possible by our Consulting Engineer. Any special treatment, i.e., ramping or paving requested by Mr. Lampard should be done at his expense.

CITY COMMISSIONER.

No. 8:Business & Professional Licenses - July 1961

	<u>1960</u>	<u>1961</u>
Business & Professional	969.00	1317.00
Trailer & Mobile Homes	320.56	287.17
Public Accommodation & Rooming Houses	17.50	-
Dray	110.00	300.00
Machinery	90.00	125.00
Vending	-	-
Bicycles	25.50	30.75
Dogs	<u>14.00</u>	<u>14.25</u>
	\$1546.56	\$2074.17

Total Jan. 1st - July 31st 1960.      \$17,786.95

Total Jan. 1st - July 31st 1961      \$17,777.08

Fred Szastkiw,  
License Inspector.

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CORRESPONDENCE:

9.

Letter No.1.

July 12th, 1961.

The Commissioner,  
City of Red Deer.

Dear Sir,

This letter is to ask permission to live in my home at 3804-46 Street, Lots 1, 2, 3, Block 34, Plan 5555 A.F., which has an outside toilet, until I can have a new home built on the above location. I expect to start the building this fall or next Spring at the latest if things continue in my favour. I had been unemployed for about two months this Spring and cannot afford to do anything too much sooner.

The house is located at the rear of the property and only on a surface footing, therefore, would be costly to install water and sewer in it.

The house which we expect to build will be about 28 x 40 and fully modern. We hope to have the new house completed within a year's time. At which time the present house will be made into a garage or sold off the property.

I will do my best to control the odor of the outside toilet.

Thanking you in advance for your consideration to my problem.

I remain,

Yours very truly,  
Albert J. Sakofsky.

To: City Commissioner.

From: Building Inspector.

July 18th, 1961.

Re: Permission to occupy home at 3804-46 Street,  
with outside toilet

We would agree to the proposal of living in the existing building with the following conditions:

- (1) That the present owner would sign an agreement with the City in which there would be a definite time of starting and completion of the new dwelling.
- (2) Definite commitment regarding the existing building to ensure that it will be either sold, demolished or remodelled into a garage (which will be in accordance to our By-laws).

G. K. Jorgenson.

NOTE:

Agree with the Building Inspector's recommendations.

COMMISSIONER.

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Letter No.2:

4821-55 Street.

Red Deer, Alta.

City of Red Deer.

July 21, 1961.

Dear Sirs,

It is my intention to rent shop space for the purpose of carrying on a welding business, from Central Equipment Rentals & Sales Ltd., which will be located on the Edmonton Trail on the West side.

Will you please indicate your approval.

Thanking you in anticipation.

Yours truly,  
Chuck's Welding Service,  
C. I. Richardson.

NOTE:

This application has been checked with Fire Dept., and with Planning Commission who state proposal complies with City Zoning and Fire By-laws.

Requires Council approval by resolution for the proposed use.

COMMISSIONER.

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Letter No.3:

Red Deer, Alberta.

July 24th, 1961.

City of Red Deer  
Members of the Council.

Dear Sirs,

I would like permission to operate a coffee shop in the building owned by Canadian Liquid Air at 4418 Gaetz Avenue. I am enclosing plans in triplicate as requested by the Building Inspector and I am prepared to rebuild the walls and ceiling of the area housing the coffee shop to give one hour fire rating as required by the Building Inspector. I have permission of the Health Inspector to operate in this location by complying with their regulations.

Yours truly,  
Herbert L. Gilbert.

NOTE:

The Zoning By-law would permit operation of Coffee Shop with Council's approval. Planning Commission see no objection to this proposal. Plan of location of proposed Coffee Shop will be available for Council's information. Fire Dept., require installation of separate exit from Coffee Shop to a corridor with access to outside of building, and that furnace room be protected with two hour fire resistant construction.

Recommend approval of application subject to requirements of Fire Regulations.

COMMISSIONERS.

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Letter No.4:

Red Deer, Alberta.  
July 24, 1961.

City of Red Deer,  
Members of the Council.

Dear Sirs,

I would like permission to operate an automotive repair shop, specializing in renting space to customers in which to repair their own vehicles, and located in the building owned by Canadian Liquid Air. A repair garage was formerly operated in these premises by Standard Motors. If granted permission I would like to operate under the trade name of Economy U Fix Garage.

Yours truly,  
Herbert L. Gilbert.

NOTE:

The proposed operation of a service garage is a permitted use under Zoning By-law. The applicant also proposes operation of Coffee Shop adjoining the garage in same building. Recommend Council's approval subject to Fire Regulations (installation of two hour fire resistant construction in furnace room). It will be noted that is also a requirement under application to operate Coffee Shop in this building. Plan of proposed location of service garage will be available for Council's information.

COMMISSIONERS.

Letter No. 5:

Red Deer District Planning Commission.

July 20th, 1961.

City Commissioners,  
City of Red Deer.

Dear Sirs,

Re: Lot 17, Block H, Plan K-9, 53 Street & 44 Avenue

I attach a sketch plan indicating a proposed subdivision which has been received at this office for approval. This land is located in a R.2 District, and under Table F of the City Zoning By-law the minimum site area for a residential lot is 6,000 square feet.

In addition it is considered that as the lot would have to face 53rd Street and be setback a minimum of 20 feet therefrom, the fact that the lot would vary in depth from only  $43\frac{1}{2}$  to less than 50 feet that it would be a most unsuitable building site.

For these reasons the staff intend to recommend to the Commission that this application be refused. We should be grateful, however, for the comments and recommendations of the City before bringing this matter to the attention of the Subdivision Committee.

Yours truly,  
Denis Cole,  
Director.

NOTE:

Recommend Council concur with proposal of Planning Director to recommend non-approval of this application for sub-division.

COMMISSIONERS.

Letter No.6:

City Commissioners.

Building Inspector.

July 26th, 1961.

Re: Mr.W.Kainz - Apartment Building

We have received an application for permission to erect a twelve suite apartment building on Lots 2 & 3, Block 32, Plan 1645 M.C. on 35 Avenue Close in Eastview. The lots in this Close were zoned multiple family R3 with the intention of providing some lots where duplex or semi-detached dwellings could be erected. We would therefore request Council's consideration of this proposed use of the site.

We can see no objection to the use of the site.

J. MacLean.

City Commissioners.

Building Inspector.

July 28th, 1961.

Re: Kainz Apartments

Please find attached Planning Director's comments on proposed Apartment Building, Eastview. The points mentioned are well taken and we would recommend that these be made conditions of approval.

J. MacLean.

Red Deer District Planning Commission.

City Building Inspector,  
City of Red Deer.

July 21st, 1961.

Dear Sir,

Re: New Era Development Limited

Four parcels were recently rezoned in Eastview at the end of a cul-de-sac and backing onto the Terrace Park development to provide sites for duplex development. It was considered that these would act as a transition between the Terrace Park development and the single family housing.

Under the Zoning By-law, the sites may be used for any multiple family use even though the object of the rezoning was to provide duplex sites.

I see no objection to the proposal to erect a 12 suite apartment on the two sites comprising Lots 2 and 3, Block 32, Plan 1645 M.C., but would recommend that Lots 1 and 4 be sold only for duplex purposes.

Regarding the plans, I would point out that under the Architect's Act the plans must be signed by a registered architect.

It would seem from the plans that the entire building is to be finished with 8 inch concrete blocks and I would strongly recommend that if the City intends to sell this site for apartments that the front elevation facing the street should be finished in brick, and that the side and rear elevations, if they are to be constructed of concrete blocks, should be painted.

I also attach some comments on the design of the building prepared by our architect-planner, Mr. Carney.

Yours truly,  
Denis Cole,  
Director.

NOTE:

Agree with the recommendations of the Planning Director and Building Inspector.

COMMISSIONER.



Additional Agenda for July 31st, 1961.

Unfinished Business:

Post Office Parkade Proposal

Enclosed is a copy of the appraisal of the above proposal, and a copy of a draft lease for which City authority to sign is requested.

Mr. Cole will produce information and proposed revisions on the plan resulting from a visit to the seven operating parkades in Calgary.

In the event that the lease is not signed by the applicant within 2 weeks (August 14th, 1961) permission is requested to negotiate a comparable lease with Weber Bros.

COMMISSIONER.

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THIS AGREEMENT made the

day of

A.D.1961

BETWEEN

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

OF THE FIRST PART

- and -  
RICHFIELD REAL ESTATE LTD.,  
a body corporate carrying on  
business in the Province of  
Alberta (hereinafter called  
"RICHFIELD")

OF THE SECOND PART

WHEREAS the City is the registered owner of Lots Ten to Nineteen (10-19) inclusive, in Block Eighteen (18), Plan H, in the City of Red Deer, in the Province of Alberta, which said Lots excepting thereout the most Westerly eighteen (18') feet in width throughout of said Lot are hereinafter called "The Said Lands".

AND WHEREAS Richfield is desirous of leasing the said lands from the City and the City has agreed to lease the said lands to Richfield upon the terms and conditions hereinafter contained.

1. NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the rents, covenants, conditions and agreements hereinafter respectively paid, observed and performed, the City hereby demises and leases to Richfield the said lands for a term of Fifty (50) years to be computed from the date hereof.

2. Richfield covenants and agrees with the City as follows;

(A) Richfield shall within Twelve (12) months of the date hereof commence and within twenty four (24) months of the date hereof complete construction of a building upon the said lands in accordance with preliminary drawings prepared by Maxwell & Campbell Consulting Engineers Ltd., No.103-61P, Sheets One to Ten inclusive, excluding parking levels 4, 5, 6 and 7, and the installation of one elevator as shown thereon the said construction to be in accordance with elevations, plans and specifications to be submitted to and approved by the City.

(B) The construction called for by subsection (A) hereof shall include;

- (1) The installation of one elevator and two elevator shafts.
- (2) Air conditioning, noise control and roof strengthening and water proofing for offices.
- (3) Heated entrance exit ramp, and
- (4) Foundations and columns sufficient to permit subsequent construction of parking levels 4, 5, 6 and 7.

(C) Richfield shall sublet to the City parking levels 1, 2 and 3, together with the entrance exit ramp from the time of completion thereof (which in any event shall not be later than two years from the date hereof), until the end of the term hereby demised by the City to Richfield, at an annual rental of One (\$1.00) dollar.

(D) In addition to subsections A, B and C hereof, Richfield shall pay to the City by way of rental the sum of One (\$1.00) dollar on the date hereof and thereafter the sum of One Dollar (\$1.00) on every ensuing anniversary date hereof.

(E) Richfield will at all times during the continuance of the term hereby demised, keep and at the termination hereof yield up the said building in good and tenantable repair, reasonable wear and tear only excepted, and in the event that Richfield fails to keep the said building in good and tenantable repair as aforesaid, the City may do so and may recover the cost thereof from Richfield.

(F) Richfield covenants to insure and during the term hereby demised to keep insured at its expense in the joint names of Richfield and the City, the said building against Fire, for the full insurable value thereof, including extended coverage provisions, it being understood that loss if any, payable under such policy or policies, shall be used for the restoration or replacement of the said building as the case may be and for no other purpose whatsoever.

(G) Richfield shall not erect any improvements on the said lands or make any changes or alterations on improvements erected thereon without the approval of the City in writing first had and obtained, and at the end of the term hereby demised, all such improvements, including the said building, shall belong to the City without payment being made therefor.

(H) Richfield shall not transfer or assign its interest hereunder or any portion thereof without the approval in writing of the City first had and obtained, it being understood however that Richfield may lease those portions of the said building under its control provided that Richfield shall continue to be fully responsible to the City and shall not in any way be released from its obligations hereunder.

(I) Richfield shall pay the same proportion of the property and local improvements taxes, rates and assessments, levied and assessed against the said lands and buildings during the term hereby demised as the assessment of that portion of the said building under its control bears to the assessment of the entire building, it being understood that until the said parking levels are completed, all such taxes shall be borne in full by Richfield alone.



(J) Richfield shall permit no encumbrances, liens or claims of any nature whatsoever whether registered or unregistered to exist against the said lands and building or the term hereby demised, other than such encumbrances as may properly arise by virtue of leases granted by Richfield provided however, that Richfield may encumber the term hereby demised so far as may be necessary to finance the erection of the said building.

(K) Richfield shall abide by and comply with all lawful statutes, by-laws, rules or regulations of any authority which in any way relate to the said lands and buildings both in respect of the erection of the said building and the use and occupation thereof, and of the said lands, and shall indemnify and save harmless the City from and against any claim or demand made against the City by reason of the breach or non observance thereof.

(L) Richfield shall indemnify and save harmless the City from and against any claim or demand for any injury or damage to any person or property on, in or about the said lands or building from any cause whatsoever, other than the negligence of the City, its servants or agents.

(M) If the term hereby demised, shall at any time during the said term be seized or taken in execution or attachment by any creditor of Richfield, or if Richfield shall make an assignment for the benefit of creditors, or becoming bankrupt or insolvent shall be so adjudged by a court having jurisdiction under any act which may be in force for bankrupt or insolvent debtors, or if Richfield shall take the benefit of any such act now or hereafter in force for bankrupt or insolvent debtors, then and in every such case, the payments and any other costs or charges then due under the terms hereof shall immediately become due and payable and the City may at any time thereafter re-enter and take possession of the said lands and building or any part thereof in the name of the whole and have again, repossess and enjoy the said lands and building as of its former estate, anything herein contained to the contrary notwithstanding and the said term shall at the option of the City forthwith become forfeited and be determined.

(N) Provided always and it is expressly agreed that in the case of the breach or nonperformance any of the covenants and agreements herein contained on the part of Richfield and in any such case it shall be lawful for the City at any time thereafter to enter into and upon the said lands and building or any part thereof in the name of the whole to have again, repossess and enjoy as of its former estate, anything herein contained to the contrary notwithstanding.

(O) Richfield shall provide to the City a bond satisfactory to the City conditioned upon Richfield faithfully observing and performing the covenants contained in subsections A and B hereof.

(P) Richfield shall upon the execution hereof pay to the City the sum of Twenty Two Thousand, One Hundred and Forty Five (\$22,145.00) Dollars and within three (3) months of the date hereof or upon the issue of a building permit, whichever shall first occur, shall pay to the City the further sum of Twenty Two Thousand, One Hundred and Forty Four (\$22,144.00) Dollars, subject to the following conditions;

In the event that,

(1) Richfield has not within twelve months of the date hereof commenced construction of the said building, or

(2) Richfield has not within twenty four months of the date hereof completed construction of the said building, (provided that if Richfield be delayed in completion of the said building for reasons beyond its control, excluding lack of funds, the said time for completion shall be extended for a period equal to such delay),

Then and in either of such cases, this Agreement and the interests of Richfield hereunder shall, at the option of the City, absolutely cease and determine and the said sums shall be retained by the City and shall be deemed by both parties to be liquidated damages and not a penalty.

In the event that Richfield commences and completes the said building as herein required the said sums shall be retained by the City and shall represent satisfaction in full by Richfield of its obligations to provide for parking as required by the Zoning By-law of the City of Red Deer.

In the event that Richfield has commenced but not completed construction of the said building as herein required, and the City elects not to determine this Agreement, Richfield shall pay to the City as liquidated damages and not as a penalty for such breach or nonperformance, an amount in each year during the continuance of such breach or nonperformance equal to the increased revenue which the City would derive by way of taxes had the said building been properly completed pursuant to the terms hereof, it being understood that neither the operation of this clause nor any payments made hereunder shall prevent the City from later determining this Agreement in the manner hereinbefore, provided in the event of the continued existence of such breach or non-performance.

(3) The City covenants and agrees with Richfield as follows;

(A) The City will at its expense perform the routine maintenance required for the said parking levels excepting any structural repairs which shall continue to be the responsibility of Richfield.

(B) The City will pay the costs of heating the said entrance exit ramp which said costs shall be determined by the parties hereto.

(C) The City will pay one-half of the costs of operating the said elevator and in the event of a second elevator being installed as hereinafter provided, the City will pay the entire operating costs of same.

(4) It is understood and agreed that the City may from time to time and any time during the term hereby demised at its expense but without liability to Richfield, by its servants, agents or contractors, enter into and upon the said lands and building for the purpose of erecting and constructing the additional parking levels, extended elevator shafts and installing elevator, and doing such other work as may be necessary in connection therewith.

(5) Subject to the other terms and conditions of this Agreement the City covenants with Richfield for quiet enjoyment.

(6) The waiver by the City of any breach or nonperformance by Richfield of any term hereof shall not be deemed or construed as a waiver of any other term hereof nor any subsequent breach or nonperformance.

(7) Time shall be of the essence of this Agreement and subject as aforesaid this Agreement shall enure to the benefit of, be binding upon and enforceable by the parties hereto and their respective administrators, successors and assigns.

IN WITNESS WHEREOF the Parties hereto have hereunto affixed their corporate seals attested by the proper officers in that behalf the day and year first above written.

THE CITY OF RED DEER

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

\_\_\_\_\_  
RICHFIELD REAL ESTATE LTD.

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

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