

A G E N D A

for the **REGULAR MEETING** of **RED DEER CITY COUNCIL**
to be held in the Council Chambers, City Hall,
MONDAY, APRIL 6, 1987, commencing at 4:30 p.m.

- (1) Confirmation of the minutes of March 23, 1987.
- (2) UNFINISHED BUSINESS
- 1) City Clerk - Re: Hill Crescent Encroachments ..1
- (3) REPORTS
- 1) Dir. of Engineering - Re: 67 Street and Gaetz Ave.
Upgrading - Service Road Closure Bylaws ..21
- 2) Associate Planner, Urban Planning - Re: Request for
Redesignation to C2 - Heritage Business Park
Bylaw Amendment 2672/G-87 (Alternatives A & B) ..25
- 3) Red Deer Alberta Games Society - Re: Red Deer Alberta
Games Society, Board of Directors/Agreement/Budget ..29
- 4) Dir. of Engineering - Re: Land Use Bylaw Amendment
2672/H-87, 48 Street Setback between 52 & 48 Avenues ..44
- 5) City Clerk - Re: Bylaw No. 2927/87 - The Health Bylaw ..46
- 6) Senior Planner, Urban Planning Section - Re: Day Care
Location- Proposed Land Use Amendment 2672/I-87 ..54
- 7) Mayor McGhee - Re: Council meeting June 1/87 FCM Conference..56
- 8) Project Engineer - Re: UMA Engineering Ltd. - Kentwood
Extension - Engineering Agreement ..57
- 9) Technical Services Engineer - Re: Associated Engineering
Alberta Ltd./Reconstruction of Riverside Dr. from 48 Ave.
to 67 Street ..58
- 10) City Clerk - Re: Ad Hoc Transit Committee recommendations ..59
- 11) Recreation, Parks & Culture Board Chairman - Re: Downtown
Plaza and Landscaping Project ..69
- 12) Dir. Community Services - Re: Agreement/Elkana Ranch Ltd.
and City of Red Deer ..92

- 13) Dir. Engineering Services - Re: Pretreatment Facility
at Fletcher's Fine Foods Ltd. ..102
- 14) City Solicitor - Re: Proposed 24 units on each site
Re: Lot 22, Block 2, Plan 782-1624 (104 Boyce St.)
and Lot 4, Block 5, Plan 782-1624 (86 Bell St.) ..107
- 15) City Solicitor - Re: N. A. Properties Ltd.
Expropriation portion of N.E. 1/4 22-38-27-W4 (67 St.)
Road Right-of-Way ..116
- 16) Director of Finance - Re: 1987 Provincial Budget -
Increases in fees and charges ..121
- 17) Mayor McGhee - Re: City of Red Deer's 75th Anniversary ..122

(4) CORRESPONDENCE

- 1) St. John Ambulance - Re: Long term building program ..124
- 2) Majestic Properties Ltd. - Re: Rezoning Application
5406 - 43 Street, Lot 1B, Block 9, Plan 772-2940 ..134
- 3) Dexleigh Corporation, Willowdale, Ont. - Re: Proposed
Roadway changes - Gaetz Ave. & 67 Street intersection ..140
- 4) Town of Blackfalds - Re: Peacetime Emergency Mutual Aid
Agreement ..142
- 5) Norman Chiles - Re: Rezoning request - R2 to R3
Lot B, Plan 4175 M.C./16 Fairbanks Road ..146

(5) NOTICE OF MOTION

- 1) Alderman Kokotailo - Re: Notice of Motion - Position of
Director of Community Services ..153

(8) BYLAWS

- 1) 2672/G-87 - Land Use Bylaw Amendment
Lot 2 Heritage Business Centre
Alternative A or B -
1 reading ..25
- 2) 2672/H-87 - Land Use Bylaw Amendment
2m Setback on 48 St. between
52 and 48 Avenues - 1 reading ..44

- | | | | |
|----|-----------|--|------|
| 3) | 2672/I-87 | - Land Use Bylaw Amendment
Day Care Facilities/Discretionary Use
1 reading | ..54 |
| 4) | 2927/87 | - The Health Bylaw - 2 & 3 readings | ..46 |
| 5) | 2930/87 | - Road Closure Bylaw/Part of Service Road
North of 67, West of Gaetz Ave. - 1 reading | ..21 |
| 6) | 2931/87 | - Road Closure Bylaw/Part of Service Road
North of 67, east of Gaetz Ave. - 1 reading | ..21 |

COMMITTEE OF THE WHOLE

- 1) Personnel Matter.
- 2) Land Matter.
- 3) Legal Opinion.
- 4) Legal Opinion.

NO. 1

March 31, 1987

TO: CITY COUNCIL
FROM: CITY CLERK
RE: HILL CRESCENT ENCROACHMENTS

At the Council meeting of September 17, 1985, the Encroachment of private back yards into the public reserve received consideration.

At the above-noted meeting, the following resolution and amendment to said resolution were passed:

"RESOLVED that Council agree to lease the land adjacent to property owners of Hill Crescent and that the administration take whatever steps are necessary to prepare such leases."

"RESOLVED that the motion be amended so that the lease provides for non-exclusive use of the land by the adjoining property owners if possible."

MOTION AND AMENDMENT - CARRIED

Following hereafter is a further report from the Parks Manager outlining progress to date relative this matter.


C. SEVCIK
City Clerk

CS/sp
Encl.

File: CS-P-268

MEMORANDUM

DATE: March 30, 1987

TO: Charlie Sevcik
City Clerk

FROM: Lloyd McMurdo
Parks Manager

RE: HILL CRESCENT ENCROACHMENTS TO PUBLIC RESERVE

This matter, which was to have been settled last summer, is still not fully resolved. Subsequent to considerable negotiations with the property owners involved, we have now come to terms with eight of the residents who are willing to sign our standard "Adopt A Park" agreement. This is a rather loose agreement which allows residents to do maintenance on a piece of public reserve, but not to restrict public access in any way. No improvements or vegetable gardens would be allowed. After some further minor negotiations, I believe one more property owner will be included in this group.

There are four property owners, however, side by side and representing the four largest encroachments, who cannot accept the terms of the options which have been offered.

The area where we cannot reach consensus has to do with the "non-exclusive" use of the public reserve. Although Council has directed the administration to draft an agreement which will allow vegetable gardens to be planted on the public reserve land under a non-exclusive use clause, the Director of Community Services and myself do not believe this can ever be, in practice, a workable arrangement. The City Solicitor agrees that this is a very difficult situation to control. At least two property owners are adamant in their desire to continue vegetable gardens on the public reserve.

Another point at issue is who should assume public liability. Our Solicitor feels that the property owners should save The City harmless in the leased area, but some owners cannot feel comfortable with this responsibility.

Attached is a map of the encroachments, and a list of responses to our meetings, questionnaires and phone calls with the residents. Lots 9, 10, 11 and 12 are the properties where agreement has not been reached.

File: CS-P-268

Page 2

While our first recommendation would be for all involved property owners to vacate the public reserve and fence their rear property lines so that the division between private and public property would be clear, we perceive that at this point, such action would not be acceptable, either to owners or City Council. It is, therefore, our recommendation that all owners be required to enter into the "Adopt A Park" agreement, or failing that, accept the terms of the more formal agreement as prepared by our Solicitor (attached, along with other pertinent information).

I am sorry that this matter must again be brought before Council, but we seem unable to resolve it without some further Council direction. I am anxious that any uncertainties be dissipated before garden planting time.

Thank you for including this on the Council Agenda. Mr. Moore and I will be present at the Council Meeting to speak to the issue. The four owners with whom agreement cannot be reached will receive this information package by hand delivery on March 30th or 31st, so that they may be present at the Council Meeting if they so choose.


for Lloyd McMurdo
Parks Manager

Attachments

- Lot 9 Returned the questionnaire - adamantly wants a vegetable garden - does not wish to accept liability for injuries which may occur on the public reserve which would be leased to him. Suggested other minor changes to the agreement.
- Lot 10 Would agree to a modified "Adopt A Park" option, but wants to plant a vegetable garden.
- Lot 11 Did not return the questionnaire, but phoned to advise she does not wish to sign anything. Wants continued use of the public reserve.
- Lot 12 Does not wish to sign anything. Believes there is no problem.
- Lot 13 Would agree to "Adopt A Park" plan.
- Lot 14 Would agree to "Adopt A Park" plan.
- Lot 15 Did not respond to questionnaire, but I believe will agree to "Adopt A Park". Cannot make contact until later.
- Lot 16 Would agree to "Adopt A Park" plan.
- Lot 17 Would agree to "Adopt A Park" plan.
- Lot 18 Would agree to "Adopt A Park" plan.
- Lot 19 Would agree to "Adopt A Park" plan.
- Lot 20 Would agree to "Adopt A Park" plan.
- Lot 21 Would agree to "Adopt A Park" plan.

R (Reserve)

8.5 AC



File: CS-180

MEMORANDUM

DATE: April 21, 1986

TO: Hill Crescent Residents

FROM: Don Moore
Director of Community Services

RE: Proposed Lease of Municipal Reserve Adjacent to
Hill Crescent Properties

The Council of the City of Red Deer has passed a resolution agreeing to lease the land adjacent to property owners of Hill Crescent on the basis of non-exclusive use of the land and have authorized the preparation of a lease agreement. Lloyd McMurdo, Parks Superintendent, has completed a draft of such an agreement but we feel that the non-exclusive use requirement of City Council may not be compatible with your wishes. Therefore, we feel there would be merit in reviewing the draft agreement along with some possible alternatives. To facilitate discussion, I believe it would be useful to trace the history of the issue, examine some of the obstacles to be overcome, and discuss alternatives.

History of the Project

The original subdivision plan contemplated some relatively prestigious lots adjacent to a municipal reserve dedication, the purpose of which was to protect the natural environment and to afford the adjacent property owners and other residents of the area access to this natural area.

Prior to development, the former agricultural use left a relatively clear definition of what was natural and what was not. However, during construction, by one means or another, much of the natural area was disturbed and prior to revegetation occurring, some of the areas became weed infested and somewhat untidy.

As a result of this condition and the fact that no improvements were made to the municipal reserve and possibly because some felt there was a lack of interest on the part of the City, some residents took the initiative to maintain the municipal reserve adjoining their lots while others utilized them to a greater or lesser degree for their own purposes. When this came to light, the Parks Department and Bylaw Enforcement personnel were obliged to curtail such use which led some of the residents to approach City Council and request that the land be leased to them and that they be permitted to continue to utilize it.

Obstacles to be Addressed

There are a number of problems in establishing an appropriate agreement. They are as follows:

1. The Council condition of non-exclusive use makes it unreasonable to have genuine public access to the portion under lease and, at the same time, permit land owners to develop such things as gardens, nor should the type of development appear to be part of the private property.
2. The City wish to maintain as much of the natural vegetation of the area as possible and therefore, the depth of the property to be leased may vary considerably depending on conditions behind the various lots.
3. There is a need to be reasonably precise about the area under lease so there will be no further difficulty or misunderstandings with respect to where the lease line terminates.
4. A lease arrangement can only be undertaken with a land owner and, in situations where a tenant is in the residence, now or in the future, or if the land owner does not wish to enter into a lease, there would be inconsistency which may or may not be a problem depending on what expectations the residents had of the City with respect to maintenance of unleased reserve.
5. Public reserve is an extremely important community asset which must be protected at all times and to permit any individuals to utilize it for their own exclusive purposes may lead to public condemnation and/or expectations on the part of others that they should be treated in a similar manner. This is the primary reason for Council's decision to not permit exclusive use.

It should also be pointed out that the City Parks Department does not normally maintain areas of this nature, partially because it is desirable for them to remain in their natural state (provided they are not weed infested) and because there are significant areas of such land and the costs would be considerable. The Parks Department does, however, respond to complaints of untidy or unsightly conditions.

Possible Alternatives

Option Number 1

Our preferred option is, and will continue to be, to retrieve the properties for a municipal reserve and delineate the property line with either private fencing or a post and cable separation. The advantage of this alternative is that it is in keeping with the intent of municipal reserve. The disadvantage, from the property owners' point of view, is obvious. If this option were chosen, it would be reasonable for the residents to expect some say as to how the City would maintain the property and it would be our intention to request sufficient funds from City Council to generally tidy up the area and control noxious weeds.

Option Number 2

The second option would be to attempt to proceed with the lease arrangements, where this was favoured by the individual property owner, with an understanding that the improvements would be; limited landscaping (no gardens), and some demarcation of the actual property line acceptable to the leasee and the City. It would then be clear that the public had right-of-access to the remainder of the property. The advantage of this alternative would be that the public would clearly have right-of-access while the property owner would have the primary benefit from both a utilitarian and aesthetic point of view. The continuous demarcation of privately owned property would make it necessary for the City to make some commitment to the areas of municipal reserve that were not under lease. Agreed upon maintenance standards could be negotiated.

Option Number 3

The City Recreation Parks and Culture Board has recently made a commitment to an "Adopt A Park" program. Since many of the residents of the crescent are obviously interested in improving the environment behind their homes, perhaps this is an alternative that would have merit. Under such an arrangement, the demarcation of property would still be necessary but all of the remaining public reserve would be maintained collectively by the residents of the crescent, primarily for their own enjoyment. Such an arrangement would preserve all existing natural plant material but some agreement could be reached on the type of improvements of the damaged areas that would be acceptable to both the City and the residents. Improvements could include a pathway system for all to enjoy, which is a project that the City might like to undertake, regardless of which option is chosen, when funds become available.

This memo is prepared for discussion purposes only. The attached draft agreement will facilitate discussion of Option Number 2.

Hopefully some mutually acceptable approach can be taken to Council for their consideration. Should this not be the case, at least each party will be working from the same information base and Council will have the final decision.



DON MOORE

DM/ks

Attachment

THE CITY OF RED DEER



P. O. BOX 5008

RED DEER, ALBERTA

T4N 3T4

April 29, 1986

Mr. Fred Bishop
83 Hill Crescent
Red Deer, Alberta
T4N 6G3

Dear Fred:

I would like to thank you for taking the initiative to assemble some of your Hill Crescent neighbors at your home to discuss the options with respect to the resident's use of the municipal reserve adjacent to their properties. This was very much appreciated.

It was apparent at the meeting that the First Option which we discussed, that being retrieving the property for a municipal reserve delineating the property line and having the City assume responsibility for some maintenance, was not generally accepted. Option Number Two, which was the lease arrangement also met with some considerable opposition, partly because Lloyd and I don't believe that there can be non-exclusive use of the land and still permit vegetable gardens, and partly because of the peoples objection to what they considered strong wording in the lease agreement. As I pointed out at the meeting, Council direction to us was that the lease must provide for non-exclusive use and, although the letter you received from the City Clerk's office implies that gardening should be permitted in the lease agreement, it is our feeling that this is not reasonable because genuine public access to the portion under lease would not be possible under such circumstances. Because of this it will be our responsibility to recommend against gardening to City Council, however, it is possible that they may side with you when the matter comes before them.

When we left the meeting it was our understanding that Option Three, the "Adopt A Park" approach, was the one favoured by those present but for some, vegetable gardens were still a major issue. The "Adopt A Park" approach seems to us to be a reasonable compromise, however, since there were some residents not in attendance, I believe that we are obliged to offer both options to each resident and report back to City Council on our findings. Therefore, it is our intention to call on each property owner individually to determine their wishes.

.../2

CS-191

To assist them in deciding which option suits them best we will provide a revised draft of a lease agreement, a copy of which is enclosed for your information, and a copy of a proposed agreement covering the "Adopt A Park" alternative. During the interview we will hopefully provide them with answers to any questions they may have and ask them to complete a survey form so that we may advise Council of the individual property owner's wishes. Hopefully, by following this procedure, the matter can be brought to a reasonably acceptable close.

I know that you and your neighbors are less than satisfied with the manner in which this issue has been handled and I am sure you find it difficult to understand our position. I would like to assure you that we have one objective and one objective only and that is to defend the principle that, "municipal reserve is provided for the general benefit of the community and all citizens and must be available for all to enjoy in an appropriate way". Should we or City Council not defend this principle at every opportunity, there is a major risk that precedence will be set that will lead to increased loss of access to other municipal reserve areas throughout the city.

It is our intention to place this matter before Council at the next meeting and we will be sure that you get copies of our reports. In the mean time, if there is any further suggestions that you wish to make, please call Lloyd McMurdo or myself.

Sincerely,



DON MOORE,
Director of Community Services

DM/ks

THE CITY OF RED DEER



OFFICE OF
PARKS SUPERINTENDENT

P. O. BOX 5008
RED DEER, ALBERTA
T4N 3T4
TELEPHONE 342-5109

April 30, 1986

To Residents of Hill Crescent:

There have been a number of options identified in an attempt to arrive at a satisfactory solution to the use and maintenance of the public reserve area adjacent to your property. Having examined a draft of a proposed lease agreement and the outline for an "Adopt-A-Park" project would you please complete the following to indicate the option that you prefer.

___ 1. I would be prepared to enter into the lease agreement as presented.

___ 2. I would be prepared to enter into the lease agreement with the following changes;

___ 3. I would be prepared to participate in the "Adopt-A-Park" project as outlined.

___ 4. I would be prepared to participate in the "Adopt-A-Park" project subject to the following changes;

- 2 -

___ 5. I have no interest in utilizing or maintaining the municipal reserve adjacent to my property.

___ 6. I would prefer the following option;

___ 7. Additional comments.

Name: _____

Address: _____

Lot Number: _____

Signature: _____

LICENSE TO OCCUPY

BETWEEN:

THE CITY OF RED DEER
(herein called "the City")

OF THE FIRST PART

- and -

(Name)
(Address)
(herein called "the Licensee")

OF THE SECOND PART

WHEREAS the City is the registered owner of lands zoned as public reserve lands in Red Deer, Alberta and being legally described as:

said reserve lands to be preserved in a natural state and accessible to the public (hereinafter called "the City lands");

AND WHEREAS the Licensee is the owner or occupier of lands abutting on the said lands (hereinafter called the "Licensee's lands");

AND WHEREAS the Licensee has effected some landscaping improvements upon the City lands adjacent to the Licensee's lands and is desirous of assuming a continuing responsibility for an upgraded standard of maintenance thereon;

- 2 -

AND WHEREAS the Council of the City at its meeting of September 17th, 1985 passed the following resolution:

"RESOLVED that Council agree to lease the land adjacent to property owners of Hill Crescent on the basis of non exclusive use of the land by the adjoining property owners, and that the administration take whatever steps are necessary to prepare such leases."

NOW THEREFORE THE PARTIES HERETO AGREE AS FOLLOWS:

1. The City hereby grants to the Licensee, members of the Licensee's family and invitees a non-exclusive license from year to year at the pleasure of the City to occupy and use a portion of the City lands abutting on the property owned or occupied by the Licensee as outlined in red on Schedule "A" annexed hereto, (herein called "the said lands") subject to the terms and conditions hereof.
2. The Licensee shall use the said lands only for the purpose of a lawn. No vegetable gardens are permitted. Planting or removal of trees, hedges or vegetation is not permitted without the prior approval in writing of the City Park Superintendent.
3. The Licensee shall not be entitled to erect any structure whatsoever on the said lands, and in particular shall not erect any fencing, shed, patio or other enclosure or structure or plant any trees or hedges.
4. The Licensee specifically acknowledges and agrees that members of the public shall have the right of access to the said lands and the right to travel within and across the said lands.

- 3 -

5. The Licensee agrees to pay upon execution of this agreement the sum of \$1.00 in consideration for the grant of the within license, receipt of which sum is hereby acknowledged by the City.

6. The Licensee shall not allow refuse, garbage or other loose or objectionable matter to accumulate on or about the said lands and shall at all times keep and at the expiry or sooner termination of this agreement, yield up the said lands in a clean condition.

7. The Licensee shall not carry on the said lands any noxious or offensive act or practice, nor any act or practice that may be or become an annoyance, nuisance or disturbance to the occupiers or owners adjacent to the said lands.

8. The Licensee shall use its best efforts and approved methods of husbandry to prevent the growth of and to exterminate all noxious weeds on the said lands and to keep the herbage growing on the said lands cut to a reasonable level.

9. Any duly authorized employee of the City shall be entitled to enter upon the said lands at all reasonable times during the term hereof to view the state of repair of the said lands, and in addition to conduct such investigations as may reasonably be necessary, including without limiting the generality of the foregoing, surveys and soil tests.

10. Upon the breach by the Licensee of any of the terms or conditions herein, the City shall be entitled to declare the Licensee in default under the terms hereof and to give the

- 4 -

Licensee formal notice to remedy such default within ten (10) days of the receipt of written notice to do so. Should the Licensee fail to rectify such deficiency, then the City may without further notice to the Licensee, terminate this agreement.

11. The Licensee agrees to indemnify and save harmless the City, its servants and agents, from any claim, demand, suit or action arising from injury or damage to any person or property occasioned by the use or occupation of the said lands by the Licensee, its agents, employees, lessees, invitees or members of the Licensee's family. The Licensee shall extend its household insurance coverage so as to provide indemnification and protection to itself and the City with respect to any potential claims.

12. This agreement may not be assigned.

13. Notwithstanding anything contained herein, the City shall be entitled to terminate this agreement at any time upon ninety (90) days notice in writing to the Licensee.

14. Any notice which either party hereto desires or is required to provide to the other shall be deemed to be effectively served if:

- a) In the case of the City, delivered to the City of Red Deer, P.O. Box 5008, Red Deer, Alberta, T4N 3T4;
- b) In the case of the Licensee, delivered to the door of the premises located on the Licensee's lands.

- 5 -

IN WITNESS WHEREOF the City has hereunto affixed its corporate seal duly attested by the hands of its officers duly authorized in that behalf, and the Licensee has hereunto set his/her hand and seal this _____ day of _____, 1986.

THE CITY OF RED DEER

Per: _____

Per: _____

SIGNED, SEALED AND DELIVERED
in the presence of:

Witness

Witness

HILL CRESCENT ADOPT-A-PARK PROJECT

A Letter of Understanding Between
The City of Red Deer Parks Department
and
Certain Residents of Hill Crescent

The City of Red Deer and the undersigned residents (residents are presumed to be owners, for the purpose of this agreement) of Hill Crescent hereby agree that the residents will continue to maintain and improve the public lands behind their properties (as described by civic address below).

It is understood that residents will continue maintenance at the present level, but will not allow the improvement of any public reserve beyond that which is presently developed.

No hard landscaping such as sheds, fences, or lawn furniture will be installed, no vegetable gardens will be planted, and no desirable native vegetation will be disturbed.

This agreement is intended to enhance the parkland for the benefit of yourself and the public and no action should be taken which would seem to discourage public use of the area, although it is not felt that the public would perceive this location as a destination or high use area.

- 2 -

This agreement may be terminated at any time by the property owner, at which time the City will undertake maintenance to the normal standard. The City may terminate, with good reason, upon 90 days written notice.

The Residents:

NAME OF RESIDENT	ADDRESS	SIGNATURE	WITNESS
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

- 3 -

NAME OF RESIDENT	ADDRESS	SIGNATURE	WITNESS
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

For The City:

City Clerk_____
Parks ManagerCommissioner's Comments

We would agree with the recommendations of the Parks Manager.

"R. J. McGHEE"
Mayor

September 18, 1985

TO: Parks Supt.

FROM: Asst. City Clerk

RE: Hill Crescent/Garden Encroachments

Your report dated September 10, 1985, concerning the above, was presented to Council, September 17, and at which meeting the following resolution was brought forward from the September 3, 1985, Council meeting.

"RESOLVED that Council of The City of Red Deer having considered report dated August 27, 1985, from the Parks Supt. re: Hill Crescent - Encroachment of Private Back Yards to Public Reserve, hereby agree that no future encroachment of gardening onto the park area be permitted and as recommended to Council, September 3, 1985."

Prior to voting on the above motion, however, the motion was withdrawn.

Following representation from Mr. Fred Bishop, the motion as set out hereunder was introduced.

"RESOLVED *that* Council agree to *lease* the lands adjacent to property owners of Hill Crescent and *that* the administration take whatever steps are *necessary* to prepare *such* leases."

Prior to voting on the above motion, however, the following amending motion was introduced and passed.

"RESOLVED that the motion be amended so that the lease provide for non-exclusive use of the land by the adjoining property owners if possible."

The motion as amended was subsequently voted on and passed. I trust that you will now make the necessary arrangements to prepare said leases in accordance with the above and contact the residents concerned. Please note, it was generally agreed by Council that in the lease it be stipulated that only gardens would be allowed and no structures, such as fencing, sheds, etc., will be permitted. As well, prior to a lease being entered into, all matters, such as outstanding tickets, must be resolved.

Also, a report was requested from your Department with regard to other private properties within the City that are encroaching on public land. I trust this report will be submitted in due course.

The preceding is presented for your information and appropriate action. Trusting this is satisfactory.

K. Kloss, Asst. City Clerk

c.c. City Eng.
Sr. Planner
City Assessor
Bldg. Insp./Dev. Officer
City Treasurer

THE CITY OF RED DEER



Office of:
CITY CLERK
342-8132

P.O. BOX 5008
RED DEER, ALBERTA
T4N 3T4

September 18, 1985.

Mr. Fred Bishop
83 Hill Crescent
Red Deer, Alberta
T4N 6G3

Dear Sir:

As you are aware, the matter concerning garden encroachments into the public reserve south of Hill Crescent was again considered by Council at the September 17th meeting.

At the above noted meeting, the following resolution as originally introduced at the September 3rd meeting was withdrawn.

"RESOLVED that Council of The City of Red Deer having considered report dated August 27, 1985, from the Parks Supt. re: Hill Crescent - Encroachment of Private Back Yards to Public Reserve, hereby agree that no future encroachment of gardening onto the park area be permitted and as recommended to Council, September 3, 1985."

Subsequently, the following resolution was introduced.

"RESOLVED that Council agree to lease the lands adjacent to the property owners of Hill Crescent and that the administration take whatever steps are necessary to prepare such leases."

Prior to voting on the above resolution, however, the following amending motion was introduced and passed.

"RESOLVED that the motion be amended so that the lease provide for non-exclusive use of the land by the adjoining property owners if possible."

The original motion as amended was voted on and passed.

At the September 17th Council meeting it was also agreed by Council that said leases would allow only for the use of garden areas. Structures, such as fences, storage sheds, etc., would not be permitted.

I requested that the Parks Supt. prepare the necessary leases and contact the residents of Hill Crescent in due course. The preceding is submitted for your information.

If you require any further information or have any questions, please do not hesitate to contact the undersigned.

Thank you for your time in letting your views be known to the Council.

Yours truly,

K. Kloss
Asst. City Clerk

c.c. Parks Supt.

- 3 -

At this time, the following motion was introduced:

Moved by Alderman McGregor, seconded by Alderman Gerdtz

"RESOLVED that Council of The City of Red Deer having considered report dated August 27, 1985, from the Parks Supt. re: Hill Crescent - Encroachment of Private Back Yards to Public Reserve, hereby agree that no future encroachment of gardening onto the parks area be permitted and as recommended to Council September 3 1985."

At this time, Mr. Fred Bishop and Ms. Bobby Charter were present at the Council meeting to speak to said matter. Following discussion, the mover and seconder of the above said motion agreed to withdraw same.

Following further discussion, the following resolution was introduced.

Moved by Alderman McGregor, seconded by Alderman Gerdtz

"RESOLVED that Council agree to lease the lands adjacent to property owners of Hill Crescent, and that the administration take whatever steps are necessary to prepare such leases."

Prior to voting on the above said motion, the following amending motion was introduced.

Moved by Alderman Pimm, seconded by Alderman Oldring

"RESOLVED that the motion be amended so that the lease provide for non-exclusive use of the land by the adjoining property owners, if possible."

Alderman Hood, Alderman Moffat, Alderman McGregor and Mayor McGhee registered dissenting votes.

MOTION TO AMEND CARRIED

The motion as amended was subsequently voted on and passed. Alderman Hood, Alderman Moffat, and Mayor McGhee registered dissenting votes.

MOTION AS AMENDED CARRIED

At this time, Alderman Hood retired from the Council meeting, 8:00 p.m.

Consideration was given to the report from the City Clerk dated September 12, 1985, re: Parkland Baptist Church/27 Howlett Avenue, Part of Block 8, Plan XL11.

NO. 1

Council Agenda

September 17/85

September 5, 1985

TO: City Council

FROM: City Clerk

RE: Hill Crescent Encroachments

The attached report from the Parks Supt. dated August 27, 1985, was presented to Council, September 3, 1985, and at which meeting the following resolution was introduced.

"RESOLVED that Council of The City of Red Deer having considered report dated August 27, 1985, from the Parks Supt. re: Hill Crescent - Encroachment of Private Back Yards to Public Reserve, hereby agree that no future encroachment of gardening onto the park area be permitted and as recommended to Council, September 3, 1985."

Prior to voting on the above matter, Council agreed to table the item pending further information from the administration and to enable the residents ample opportunity to make a presentation to Council.

The additional information requested of the administration is enclosed herewith.

C. Sevcik
City Clerk

August 27, 1985

TO: City Clerk

FROM: Parks Superintendent

RE: Hill Crescent - Encroachment of Private Back Yards to
Public Reserve

On April 25, 1984, I had a complaint from a resident of the neighborhood that some people on the south side of Hill Crescent had expanded their backyards into the public reserve which lies immediately adjacent to rear property lines.

Subsequent investigation revealed that several families had fenced, gardened, placed sheds, etc., on the parkland. Such action is, of course, contrary to City bylaw. On May 31, 1984, a form letter was sent to those who were involved, explaining the bylaw and asking them to have the reserve cleared within 30 days.

On June 25, 1984, Council considered a petition (dated June 11) from certain residents of Hill Crescent which asked for the right to lease the public reserve for private use. The following resolution was passed in open Council:-

"RESOLVED that Council of the City of Red Deer having considered petition regarding Hill Crescent Park Reserve Encroachment and having considered reports from the Administration concerning said encroachment, hereby agree that the request for leasing of public reserve lane in this area be not approved and that all fences and permanent structures encroaching in the Reserve be removed by the 31st of October 1984."

On June 27, 1984, letters were sent to petitioners quoting the resolution and explaining that future planting of gardens would be at risk to the resident, should such gardens be damaged by the public .

Perhaps this wording was unfortunate in that many of the residents took it to mean that they were free to continue to plant on public reserve in subsequent years, and indeed that is what is now happening.

This use continues to preclude the free passage of the public along public lands, and I do not believe that was Council's intent. Rather, I believe that Council had intended that 1984 gardens would be allowed to come to maturity, but that no future gardening be allowed.

(Continued.....)

City Clerk

- 2 -

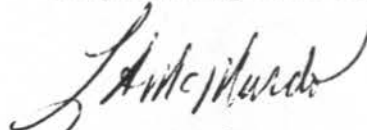
August 27, 1985

Therefore, I request Council to pass a further resolution requiring these residents to withdraw from any such use of the land, in accordance with the Parks and Public Facilities Bylaw #2841/A85, Section 7, Sub-section (i), which reads:-

"No person shall use any park for the purpose of storage, for gardening or for other similar private uses unless specifically allowed to do so by lease or covenant."

I would be pleased if you would bring this before Council for consideration.

Respectfully submitted,



L.A. McMurdo,
Parks Superintendent

LAMc/jt

THE CITY OF RED DEER



Office of:

CITY CLERK
342-8132

P. O. BOX 5008

RED DEER, ALBERTA
T4N 3T4

June 27, 1984.

This letter sent to all persons as listed on the attached petition.

Dear Sir or Madam:

Re: Hill Crescent Park Reserve Encroachment

The petition which you signed dated June 11, 1984, concerning the above matter was presented to Council, June 25, 1984, and at which meeting the following resolution was passed by Council.

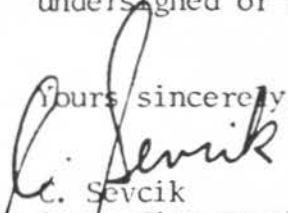
"RESOLVED that Council of the City of Red Deer having considered petition regarding Hill Crescent Park Reserve Encroachment and having considered reports from the Administration concerning said encroachment, hereby agree that the request for leasing of public reserve land in this area be not approved and that all fences and permanent structures encroaching in the Reserve be removed by the 31st of October 1984."

The decision of Council in this instance is submitted for your information and I trust that you will take appropriate action to comply with the directive in the above noted resolution.

While the Council resolution does not require the removal of gardens from the Park Reserve, future planting of gardens in this area will be solely and entirely at your own risk since the public must be allowed access to the park areas which are intended for the public. It is my understanding, however, that the other improvements, such as the grassed areas, improvements to stabilize the Hill, i.e. retaining walls, etc., may remain.

Your cooperation in this matter would be greatly appreciated, however should you require further assistance or information, please do not hesitate to contact the undersigned or the Parks Supt., Mr. L. McMurdo.

Yours sincerely,


C. Sevcik
Asst. City Clerkc.c. Parks Supt., Mr. L. McMurdo
City Eng.
Sr. Planner

City Assessor

(15)

CORRESPONDENCE:

Councils consideration was given to correspondence received by Olly Webb, Consultant Mac's Convenience Stores, and W.F. Wynn Spencer Real Estate representative for Mac's Convenience Stores, regarding an application requesting a land use bylaw amendment to allow the development of a convenience store and self serve gas bar on Lots 36 to 40, Block 32, Plan K, Southeast corner of 55 Street and 49th Avenue.

Council discussed the intent of the application with the developer and the consultant, following which a resolution as noted hereunder was introduced and passed.

Moved by Alderman Hood, seconded by Alderman Oldring

"RESOLVED that Council of The City of Red Deer having considered application by Mac's Convenience Stores requesting a Land Use Bylaw amendment to allow the development of a convenience store and self-serve gas bar on Lots 36 to 40, Block 32, Plan K, southeast corner of 55 St. & 49 Ave., hereby support the application in principle, subject to the following conditions:

- 1) Consolidation of the lots
- 2) Dedication of road widening
- 3) 55 Street access being moved to the east property line of the site and the parking being relocated to the south side of 55 St.
- 4) 55 Street access being signed right turn in and out only

and as recommended to Council June 25, 1984 by the City Commissioners."

Alderman Moffat, Alderman McGregor and Alderman Connelly registered dissenting votes.

MOTION CARRIED

PETITIONS & DELEGATIONS:

Councils consideration was given to a petition received from area residents of Hill Crescent regarding the Hill Crescent Park reserve encroachment. At the same time Council considered correspondence and relative reports from the city administration in this instance.

A resolution as set out hereunder was introduced.

Moved by Alderman Hood, seconded by Alderman Moffat

"RESOLVED that Council of The City of Red Deer having considered petition regarding Hill Crescent Park Reserve Encroachment and having considered reports from the administration concerning said encroachment, hereby agree that the request for leasing of public reserve land in this area be not approved and that all improvements be removed by the 30th of September and as recommended to Council June 25, 1984."

Prior to voting on the above noted resolution, Council discussed the request for use of the Hill Crescent Park Reserve Encroachment by area residents with the following persons: Maureen Fleming, 71 Hill Crescent; Walter Reed, 39 Hill Crescent; Cliff Walsh, 75 Hill Crescent; Fred Bishop, 83 Hill Crescent; Garry Schaber, 51 Hill Crescent.

Following brief discussion among members of Council and the representatives present, an amendment as set out hereunder was introduced by Alderman Kokotailo, seconded by Alderman Moffat.

"RESOLVED that the above noted resolution be amended by striking out the following phrase 'and that all improvements be removed by the 30th of September and as recommended to Council June 25th, 1984 by the City Commissioners', and insert therein 'and that all fences and permanent structures encroaching in the reserve be removed by the 31st of October, 1984'."

MOTION TO AMEND CARRIED

A vote was then recorded on the original resolution.

MOTION AS AMENDED -CARRIED

REPORTS:

A report from the Red Deer Police Commission regarding requirements for 1985 and 1986, received the consideration of Council. Council concurred to support the request for an increase of 2 officers in the understanding that said decision be reviewed immediately following the taking of the 1985 census. A resolution to this effect was introduced and passed as set out hereunder.

Commissioner's Comments

I would agree with the Parks Superintendent and that a further resolution be passed as outlined of Council's intent. The City Council authorize that the residents in this area be notified by letter of this action.

.. 17

"R.J. MCGHEE"
Mayor

September 10, 1985

TO: City Clerk
FROM: Parks Superintendent
RE: Hill Crescent -
Encroachment to Park Reserve

Council has directed that I provide a little more information on the history of this situation:-

- April 24, 1984 - Telephone complaint concerning encroachment from a resident of Hill Crescent.

- April 25, 1984 - L. McMurdo memo to Pete Wasylyshyn (Assistant Parks Superintendent) asking him to check into this.

- May 10, 1984 - Pete W. wrote a letter to the resident in question asking him to remove a fence which blocked passage along the top of the escarpment.

- May 24, 1984 - At Parks Department request, city surveyors mapped all the area behind Hill Crescent, which showed 12 residents were encroaching with gardens, sheds or fences.

- May 31, 1984 - Form letters were written to all involved residents, asking them to remove all encroachments by July 9, 1984 - hand delivered June 6, 1984.

- June 7 and 8, 1984 - Pete W. made two visits to the site as a result of residents phone calls, and answered several other calls.

- June 11, 1984 - Petition from residents to City Clerk - asking for the right to lease the area.

- June 25, 1984 - Council resolution passed.

- June 27, 1984 - City Clerk wrote letters to residents apprising them of Council's decision.

- November 8, 1984 - Letters sent from Pete W. to 5 property owners reminding them they had not fulfilled the requirement of removing sheds and fences.

- May 3, 1985 - Pete W. inspected the site and noted cleanup was not effected in some cases. L. McMurdo forwarded comments to Mr. P. Holloway, Bylaws Section.

(Continued.....)

- May 30, 1985 - L. McMurdo and Ron Kraft visited the site (no change) then L. McMurdo send a memo to P. Holloway asking for some pressure to be brought on residents who still had sheds and fences in place. Mr. Holloway replied that one of his officers and P. Wasylyshyn had been to the site in the past few days and he was now deciding on how to proceed.

Ultimately, I believe 5 tickets were issued (on or about August 1, 1985). These tickets were for sheds, fences or other structures only. No ticket was issued for a garden (either vegetable or ornamental) unless some structure was involved.

During the week of August 18 - 24, 1985, some residents who received tickets contacted me and it was my decision at that time that I needed some Council direction. Subsequently, on August 27, 1985, I sent a letter to the City Clerk asking that the matter be brought before Council.

The private use of park reserve is an encroachment into public domain which should be avoided in every case. I strongly recommend, as I have before, that Council not agree to the use of this land for private enjoyment. To do so will establish a precedent which may become very difficult to control, and will further deny the general public its right to free use of public land.

Allegations by residents that the land immediately behind their property was untidy before they took control are probably true. Developers along escarpments often push debris over the property line with the result that native growth is destroyed and weeds take over. In due course, the Parks Department would have improved the area. If residents perceived a problem, it was their right to bring that to the attention of the administration, but I do not accept that it was their right to assume private use of the land.

Some residents of Hill Crescent have said that the present use will not deter the public from entering or crossing the area - that they in fact do not discourage public use. In practice, I do not believe that people, when faced with a vegetable garden or manicured lawn which obviously forms an integral part of someone's backyard, will cross that area. They will simply avoid it, even if they do realize that it is public land, which they likely do not.

The residents wish to know how we would treat the area if they are asked to withdraw. That is a reasonable concern.

Normally these areas are left to native growth, as are all escarpments or natural treed areas. This will not be successful here because the native plant material has been removed. It would be my recommendation that some areas of nice turf may be left intact, but that in the main we would cultivate and kill any undesirable growth, then seed to a low growth grass which would be mowed about two times per season. Alternately, we

(Continued.....)

could work up the area and seed it to a prairie flower mix, which is a mixture of species which are either perennial or reseed themselves annually. This latter would perhaps need no maintenance. Planted material would not be irrigated or fertilized.

The attitude that everything which is not manicured is therefore derelict should be avoided. There are places in the landscape where less formal treatment is not only attractive, but will reduce maintenance costs. Cities are now beginning to set aside areas where native growth or special low maintenance plantings will be encouraged.

The cost of the above work will be minimal - approximately \$500.00, as all necessary topsoil is in place.

Submitted for Council's consideration.


D.A. McMurdo,
Parks Superintendent

LAMc/jt

c.c.

D. Moore

September 11, 1985

TO: CITY CLERK

FROM: DEVELOPMENT OFFICER/
BUILDING INSPECTOR

RE: HILL CRESCENT ENCROACHMENT ONTO PARKLAND

As per your request, we would submit the following information for Councils consideration;

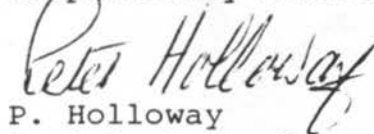
On or about May 28, 1985, Mr. Peter Wasylyshyn and a City Bylaw Officer visited the subject site and verbally advised several residents that unless the items stored or encroaching onto the Park Reserve were removed, action would be taken by the City in accordance with the Parks Bylaw.

Mid July 1985 - a further inspection of the site by a Bylaw Officer revealed that various items were still located upon the reserve (several garden sheds; swingset; fence).

August 1, 1985 - After discussions with the City Parks Administration the Bylaw Enforcement Section was instructed to issue tags to all residents contravening Section 7(i) of the Parks Bylaw - "No person shall use any park for the purpose of storage; for gardening, or for other similar private uses unless specifically allowed to do so by lease or covenant." Six (6) tags were issued this date to all residents storing items upon the Park Reserve, none being issued for gardening only. One ticket was subsequently withdrawn upon knowledge that one property had changed ownership on May 1, 1985.

Todate, one ticket has been paid, and the outstanding tickets have summonses that are being held in abeyance until direction from Council is provided.

Respectfully submitted,



P. Holloway
Assistant Development Officer/
Building Inspector

PH/le

Red Deer, Alberta
September 10, 1985

Mr. C. S. Sevcik, City Clerk
The City of Red Deer
Box 5008
RED DEER, AB
T4N 3T4

Dear Mr. Sevcik

Enclosed you will find the presentation given to City Council at their meeting of September 3, 1985.

This is the typed copy of the oral submission presented at the meeting.

Yours sincerely

A handwritten signature in dark ink, appearing to read "Fred E. Bishop", with a stylized flourish at the end.

Fred E. Bishop

Enclosure

We respectfully request City Council to table its proposed matter for the following reasons:

1. Notice to some of those involved on the Friday of a long weekend for a meeting on the following Tuesday does not give us time to prepare a proper submission. This notice took us completely by surprise as contrary to Mr. McMurdo's alleged statement in The Advocate of Saturday, August 31, 1985-- our letter from the City of June 27, 1984 clearly states that we may continue to plant gardens on the City land immediately behind our property at our own risk.
2. We require certain information from the City Parks Department (as indeed City Council should also before they can make an intelligent decision) for preparations of our submission.
 - a) what does the Parks Department plan on doing with the space now occupied by our gardens?
 - b) are those plans feasible?
 - c) are these gardens accessible to City Park crews for restoration or reclamation and upkeep?
 - d) what is a honest estimate of the initial cost of reclamation?
 - e) what is a honest estimate of the yearly upkeep?
 - f) any other pertinent information City Council, in their wisdom, deem it necessary further for us to have.

Approved by:

Sheila Gyori 79 Hill Crescent
 Joyce Walsh 75 Hill Crescent
 Erwin and Helga Hein 59 Hill Crescent
 Mac and Pat Armstrong 63 Hill Crescent
 Fred Bishop 83 Hill Crescent

Commissioners' Comments

Attached is a report from the Parks Supt. with respect to the encroachment onto Parks Reserve. In considering this issue at the last Council meeting, Council was concerned that we had been heavy handed in issuing tickets to these residents. We believe from the attached reports that this was not the case and that people had been given every opportunity to respond to Council's directive prior to the issuing of tickets.

Council further requested that the Commissioners review the tickets that were issued. We ascertained that tickets were only issued to those residents who had physical encroachments (sheds, fences, etc.) into the Public Reserve and not just gardens. Prior to the Council meeting, one ticket had been withdrawn because the property had changed hands between the initial notification and the issuing of the ticket.

In this situation the staff finds itself in a very difficult position. We have a bylaw which prohibits this type of use of Public Reserve lands unless specifically leased by Council to the adjoining property owner which Council declined to do when this issue was considered by them in June of 1984. In keeping with what was believed to be the intent of Council's motion adequate time was given for the residents to comply with Council's directive. After such time and several

reminders a number of residents had failed to comply and we see no option but to issue the tickets.

It is our recommendation that the tickets be allowed to stand though we have delayed the issuing of summonses pending Council's reconsideration of this matter.

With respect to the continued use of this Public Reserve, we concur with the comments of the Parks Supt. and strongly recommend that this area be returned to public use and kept in an informal state as outlined by the Parks Supt.

"R.J. MCGHEE"
Mayor

"M.C. DAY"
City Commissioner

April 6, 1987

Council Memers
City of Red Deer
4914-48 avenue
Red Deer, Alberta T4N 3T4

THE CITY OF RED DEER	
CLERK'S DEPARTMENT	
RECEIVED	
TIME	12 Noon
DATE	April 6/87
BY	SP.

From:
F.E. Bishop
83 Hill Crescent
Red Deer, Alberta

Submitted to City Council

Date: April 6/87

Re: Hill Cr. Public Reserve

As the governing body of the City of Red Deer, in September of 1985, after much deliberation and input, Council passed a resolution allowing us to lease certain lands including the use of garden areas. They then directed the administration to prepare said lease. This was appreciated by us as it seemed to be recognition by Council for our money and labour spent to rectify unsightly conditions caused basically by: 1. The failure of the City to ensure that the Developer lived up to it's terms of this Development Agreement of 1976 with the City (a partial copy of which is attached page 8, Section 2.21). 2. the laxity of the Parks Department in taking any action.

It now appears however, that two of your civil servants are of the opinion that you really did not know what you were doing when you passed that resolution in September, 1985. They have in effect, disregarded your directive and asked you to take more of your valuable time from your duties of governing this City, to consider their new proposals.

I humbly request therefore, that you, as the governing body of this City, direct the appropriate department heads to respect and carry out your resolution and directive of nearly two years ago.

Yours truly



F.E. Bishop

- 2.17 The Developer agrees to pay to the City the costs of installing all street naming and traffic regulatory signs and pavement markings required by the Engineer within the Development Area.
- 2.18 The Developer acknowledges that no building permits will be issued until the required water test and a certified negative bacteria test has been performed for water distribution system serving lots for which building permits are requested.
- 2.19 When the water supply within the Development Area, or any portion thereof, has been turned on and is being used for domestic or other purposes, the Developer shall not, without the consent of the Engineer, shut off the water supply within any mains or fire hydrants.
- 2.20 In addition to the plans and profiles, the Developer shall construct all driveway crossings, sidewalks, curbs and gutters until the end of the maintenance period, and any driveway crossings installed after the Construction Completion Certificate has been issued by the Engineer, shall be first approved by the City and shall be constructed in accordance with City requirements at the cost of the property owner concerned therewith.
- 2.21 The Developer shall, at no expense to the City, except as hereinafter provided, grade, loam and seed to grass, in conformity with the CITY SPECIFICATIONS, all ornamental parks, playgrounds, boulevard, utility lots and buffer areas. Grading of these areas must be done to the satisfaction of the Engineer prior to placing of loam. Furthermore, it will be the Developer's responsibility to ensure a satisfactory "catch" which will mean the grass is well established and in a vigorous growing condition.
- 2.22 The Developer shall stockpile loam which is surplus to the requirements of the Development Area, in a location approved by the Engineer, provided that the Engineer advises the Developer of the amount of loam required at the time the rough grading of the Development Area is being carried out.
- 2.23 The Developer shall make arrangements with the City for the installation of street and walkway lighting and electric power within the Development Area and shall be responsible to pay to the City the costs of such work as laid out in Section 4 "Costs" hereto.
- 2.24 The Developer is required to adequately maintain, including oiling, any access roads into the Development Area until the Final Completion Certificate has been issued, and before being released from this requirement for maintenance, the Developer shall, if required by the Engineer, rebuild or reinstate said access roads to a condition satisfactory to the Engineer. Access roads as defined herein are as shown in Schedule G attached hereto, and made part thereof.

Did any
dys. Approval
as done?

MEMORANDUM

April 7, 1987

TO: Parks Manager

FROM: City Clerk


RE: Hill Crescent Encroachments/Public Reserve

Your report dated March 30, 1987, concerning the above topic was presented to Council, April 6, 1987, and at which meeting, Council passed the following motion in accordance with your recommendations.

"RESOLVED that Council of the City of Red Deer having considered report from the Parks Manager dated March 30, 1987, re: Hill Crescent Encroachments to Public Reserve, hereby agree that all owners be required to enter into the 'Adopt a Park' agreement, or failing that, accept the terms of the more formal agreement as prepared by the City Solicitor and as presented to Council April 6, 1987."

The decision of Council in this instance is submitted for your information and appropriate action. I assume that you will contact all of the owners with regard to Council's decision and in order to finalize this matter.

For your information, I am enclosing herewith a copy of a letter dated April 6, 1987, which was presented to Council at the meeting by Mr. Bishop.



C. Sevcik
City Clerk

Encl.
c.c. Dir. of Community Services

April 6, 1987

Council Memers
City of Red Deer
4914-48 avenue
Red Deer, Alberta T4N 3T4

THE CITY OF RED DEER	
CIVIL SERVICE DEPARTMENT	
RECEIVED	
TIME	12 Noon
DATE	April 6/87
BY	AC

From:
F.E. Bishop
83 Hill Crescent
Red Deer, Alberta

Submitted to City Council

Date: _____

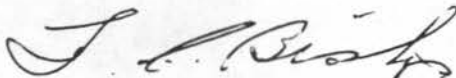
Re: Hill Cr. Public Reserve

As the governing body of the City of Red Deer, in September of 1985, after much deliberation and input, Council passed a resolution allowing us to lease certain lands including the use of garden areas. They then directed the administration to prepare said lease. This was appreciated by us as it seemed to be recognition by Council for our money and labour spent to rectify unsightly conditions caused basically by: 1. The failure of the City to ensure that the Developer lived up to it's terms of this Development Agreement of 1976 with the City (a partial copy of which is attached page 8, Section 2.21). 2. the laxity of the Parks Department in taking any action.

It now appears however, that two of your civil servants are of the opinion that you really did not know what you were doing when you passed that resolution in September, 1985. They have in effect, disregarded your directive and asked you to take more of your valuable time from your duties of governing this City, to consider their new proposals.

I humbly request therefore, that you, as the governing body of this City, direct the appropriate department heads to respect and carry out your resolution and directive of nearly two years ago.

Yours truly



F.E. Bishop

- 2.17 The Developer agrees to pay to the City the costs of installing all street naming and traffic regulatory signs and pavement markings required by the Engineer within the Development Area.
- 2.18 The Developer acknowledges that no building permits will be issued until the required water test and a certified negative bacteria test has been performed for water distribution system serving lots for which building permits are requested.
- 2.19 When the water supply within the Development Area, or any portion thereof, has been turned on and is being used for domestic or other purposes, the Developer shall not, without the consent of the Engineer, shut off the water supply within any mains or fire hydrants.
- 2.20 In addition to the plans and profiles, the Developer shall construct all driveway crossings, sidewalks, curbs and gutters until the end of the maintenance period, and any driveway crossings installed after the Construction Completion Certificate has been issued by the Engineer, shall be first approved by the City and shall be constructed in accordance with City requirements at the cost of the property owner concerned therewith.
- 2.21 The Developer shall, at no expense to the City, except as hereinafter provided, grade, loam and seed to grass, in conformity with the CITY SPECIFICATIONS, all ornamental parks, playgrounds, boulevard, utility lots and buffer areas. Grading of these areas must be done to the satisfaction of the Engineer prior to placing of loam. Furthermore, it will be the Developer's responsibility to ensure a satisfactory "catch" which will mean the grass is well established and in a vigorous growing condition.
- 2.22 The Developer shall stockpile loam which is surplus to the requirements of the Development Area, in a location approved by the Engineer, provided that the Engineer advises the Developer of the amount of loam required at the time the rough grading of the Development Area is being carried out.
- 2.23 The Developer shall make arrangements with the City for the installation of street and walkway lighting and electric power within the Development Area and shall be responsible to pay to the City the costs of such work as laid out in Section 4 "Costs" hereto.
- 2.24 The Developer is required to adequately maintain, including oiling, any access roads into the Development Area until the Final Completion Certificate has been issued, and before being released from this requirement for maintenance, the Developer shall, if required by the Engineer, rebuild or reinstate said access roads to a condition satisfactory to the Engineer. Access roads as defined herein are as shown in Schedule 6 attached hereto, and made part thereof.

Did any
dev. approval
as done?

NO. 1

March 30, 1987

TO: City Clerk
FROM: Director of Engineering Services
RE: 67 STREET AND GAETZ AVENUE UPGRADING

At the last Council meeting Council reviewed and approved a proposed preliminary design for this intersection.

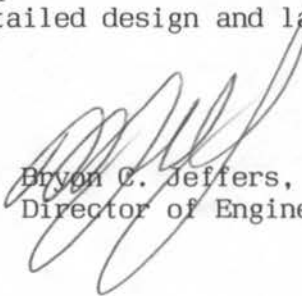
We are now submitting to Council for approval the functional plan drawings based on that design. We are submitting the drawings as two alternates.

Alternate A is based on successful land acquisition negotiations with the four affected landowners at Gaetz Avenue and 68 Street.

Alternate B is based on unsuccessful land acquisition negotiations with these four landowners.

In actual fact the final result may be a combination of these two alternates.

We are requesting Council approval of the functional plan drawings and authorization to proceed to detailed design and land acquisition.


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

GAS/emg
attach

63 STREET

52 AVENUE

NASH STREET (68)



ALBERTA
TRANSPORTATION

MOTOR
VEHICLES

BANK
INN

AUTO
VILLAGE

BIG
RED
INDUSTRIES

COMMERCIAL

McLEVIN'S
WELDING

CENTRAL EQUIPMENT

ARBY'S

GAETZ AVENUE

TURBO

BONANZA

THE
BRICK
WAREHOUSE

WAREHOUSE

WENDY'S

KIPP SCOTT

BANK
OF
COMMERCE

PINE PLAZA MALL

PARKLAND MALL

67 STREET

PIPER DRIVE

PAMELY AVENUE

ALTERNATE A

63 STREET

52 AVENUE

NASH STREET (68)



ALBERTA
TRANSPORTATION

MOTOR
VEHICLES

BANK
INN

AUTO
VILLAGE

BIG
RED
INDUSTRIES

COMMERCIAL

McLEVIN'S
WELDING

CENTRAL EQUIPMENT

ARBY'S

GAETZ AVENUE

TURBO

BONANZA

THE
BRICK
WAREHOUSE

WAREHOUSE

WENDY'S

KIPP SCOTT

BANK
OF
COMMERCE

PINE PLAZA MALL

PARKLAND MALL

67 STREET

PIPER DRIVE

PAMELY AVENUE

ALTERNATE B

Commissioner's Comments

We would concur with the comments of the Director of Engineering Services and would recommend Council approve the functional plan drawings as submitted and authorize proceeding to detailed design and land acquisition. We would also recommend that Council give First Reading to Road Closure Bylaws 2930/87 and 2931/87 pertaining closure of the service road North of 67 Street on both sides of Gaetz Avenue. Advertising and a Public Hearing will be necessary in accordance with the Municipal Government Act.

"R. J. McGHEE"
Mayor

March 25, 1987

TO: DIRECTOR OF ENGINEERING SERVICES
FROM: C. SEVCIK, CITY CLERK
RE: GAETZ AVENUE & 67 STREET INTERSECTION

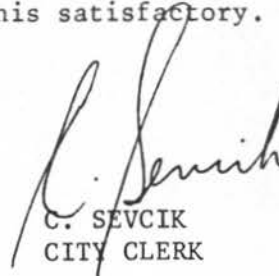
Your reports dated February 26th and March 17th, 1987, concerning the above were presented to Council March 23, 1987, and at which meeting Council passed the following motion approving your recommendations:

"RESOLVED that Council of The City of Red Deer having considered report dated March 17, 1987, from the Director of Engineering Services re: 67 Street and Gaetz Ave. Intersection Upgrading hereby approve the recommendations as outlined in Table 1 of said report.

Council further agree that a functional plan based on these recommendations be prepared for Council's approval and as recommended to Council March 23, 1987."

The decision of Council in this instance is submitted for your information, and I trust that you will be bringing back for Council's approval, Functional Plan based on these recommendations at your earliest convenience.

Trusting you will find this satisfactory.


C. SEVCIK
CITY CLERK

CS/sp

Mar 30/87

Card

These Road closure descriptions
should be satisfactory.

2930/87

AA

A. The southerly 20.000 metres in perpendicular width
throughout of Gaetz Avenue (Service Road) including
the cut-off, as shown on Plan 531 K.S., of
record in the Land Titles Office for the North
Alberta Land Registration District, and containing
0-0414 ~~0.0414~~ hectares more or less. ←
Excepting thereout all mines and minerals
SE. 29-38-27-4

2931/87

B. The southerly 15.000 metres in perpendicular width
throughout of Centre Street as shown on Plan
5281 H.W. of record in the Land Titles Office
for the North Alberta Land Registration District,
and containing 0.0302 hectares more or less. ←
Excepting thereout all mines and minerals.
S.W. 28-38-27-4

C. All that portion of Gaetz Ave shown as
corner cut-off adjoining Lot 1, Block, 1, Plan
3289 K.S. of record in the Land Title Office
for the North Alberta Land Registration District,
and containing 0.0012 hectares more or less. ←
Excepting thereout all mines and minerals
SW 28-38-27-4

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

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

1. The following portion of roadway in The City of Red Deer is hereby closed.

"All that portion of road allowance between Sections 21 and 22 in Township 38, Range 27, West of the 4th Meridian, more particularly described as follows:

Commencing at an iron post on the east boundary of the SE $\frac{1}{4}$ of the said Section 21, 299.468 metres north of the NE corner of Section 16, Township 38, Range 27, West of the 4th Meridian, thence northerly along the said west boundary a distance of 505.033 metres, more or less to an iron post marked $\frac{1}{4}$; thence, northerly along the east boundary of the NE $\frac{1}{4}$ of the said Section 21 a distance of 717.799 metres, more or less, to an iron post marked R V, thence northeasterly along the south limit of an unregistered road plan a distance of 20.228 metres more or less, to an iron post marked R VI; thence southerly along the west boundary of NW $\frac{1}{4}$ of Section 22 a distance of 719.639 metres, more or less, to an iron post, thence southerly along the west boundary of the SW $\frac{1}{4}$ of the said Sec. 22 a distance of 537.169 metres, more or less, to an iron post, thence northwesterly a distance of 37.785 metres, more or less, to the point of commencement.

Containing 2.494 hectares (6.16 acres) more or less.

Reserving thereout and therefrom all mines and minerals."


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

READ A FIRST TIME IN OPEN COUNCIL this 1 day of December 1986

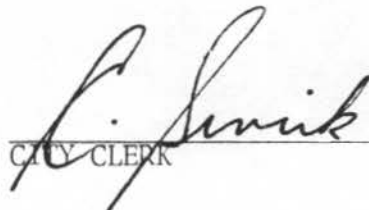
READ A SECOND TIME IN OPEN COUNCIL this 12 day of January 1987

READ A THIRD TIME IN OPEN COUNCIL AND FINALLY PASSED this 12 day of January 1987.

MAYOR



CITY CLERK



Gord

Mar 30/87

These Road closure descriptions
should be satisfactory.

2930/87

RA

- ~~1~~ "The southerly 20.000 metres in perpendicular width
throughout of Gaetz Avenue (Service Road) including
the cut-off, as shown on Plan 531 K.S., of
record in the Land Titles Office for the North
Alberta Land Registration District, and containing
0.0414 ~~0.0414~~ hectares more or less. ←
Excepting thereout all mines and minerals"
SE. 29-38-27-4

2931/87

- ~~2~~ a) "The southerly 15.000 metres in perpendicular width
throughout of Centre Street as shown on Plan
5281 H.W. of record in the Land Title Office
for the North Alberta Land Registration District,
and containing 0.0302 hectares more or less. ←
Excepting thereout all mines and minerals."
S.W. 28-38-27-4
- ~~3~~ b) "All that portion of Gaetz Ave shown as
corner cut-off adjoining Lot 1, Block, 1, Plan
3289 K.S. of record in the Land Title Office
for the North Alberta Land Registration District,
and containing 0.0012 hectares more or less. ←
Excepting thereout all mines and minerals"
SW 28-38-27-4

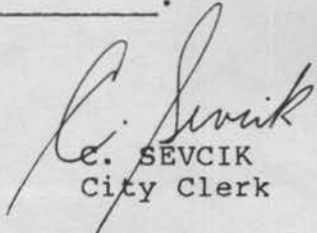
DATE March 25, 1987

TO: ☐ DIRECTOR OF COMMUNITY SERVICES
☒ DIRECTOR OF ENGINEERING SERVICES
☐ DIRECTOR OF FINANCE
☐ BYLAWS & INSPECTIONS MANAGER
☐ CITY ASSESSOR
☐ ECONOMIC DEVELOPMENT MANAGER
☐ E. L. & P. MANAGER
☐ F.C.S.S. MANAGER
☐ FIRE CHIEF
☐ PARKS MANAGER
☐ PERSONNEL MANAGER
☐ R.C.M.P. INSPECTOR
☐ RECREATION MANAGER
☐ TRANSIT MANAGER
☐ URBAN PLANNING SECTION MANAGER
☒ CITY SOLICITOR

FROM: CITY CLERK

RE: Proposed Roadway Changes, Gaetz Ave. and 67 St. Intersection

Please submit comments on the attached to this office by March 30/87
for the Council Agenda of April 6, 1987.


C. SEVCIK
City Clerk

MEMORANDUM

April 7, 1987

TO: Dir. of Engineering Services

FROM: City Clerk

RE: 67 STREET & GAETZ AVENUE UPGRADING
ROAD CLOSURE BYLAWS 2930/87 & 2931/87

Your report dated March 30, 1987, concerning the aforementioned matter was presented to Council April 6, 1987, and at which meeting, Council passed the following motion:

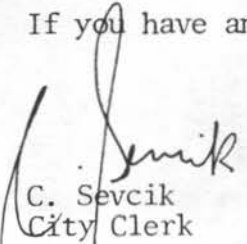
"RESOLVED that Council of the City of Red Deer, having considered report dated March 30, 1987, from the Director of Engineering Services re: 67 Street & Gaetz Avenue upgrading, hereby approve the functional plan drawings and authorize proceeding to detailed design and land acquisition, with land acquisition being subject to all necessary approvals of a debenture bylaw, and as recommended to Council April 6, 1987."

The above decision is submitted for your information and appropriate action. Please note that all land acquisitions are subject to debenture bylaw approval.

In addition to the above, Council gave first reading to Road Closure Bylaws 2930 and 2931/87, which pertain to the closure of a portion of the service road on both sides of Gaetz Ave. north of 67 Street. This office will proceed with advertising for a public hearing to be held on May 4, 1987, commencing at 7:00 p.m. or as soon thereafter as Council may determine. We will also be notifying by registered mail the owners of the following properties of the intended closure and the proposed public hearing, in accordance with the requirements of the Act, and as discussed with the City Solicitor:

Lot 1, Block 1, Plan 1435 K.S.
Lot 1, Block 1, Plan 3289 K.S.

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


C. Sevcik
City Clerk

c.c. City Assessor
Dir. of Finance
Urban Planning Section Manager
City Solicitor



RED DEER REGIONAL PLANNING COMMISSION

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

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

Telephone: (403) 343-3394

March 27, 1987

Mr. C. Sevcik
City Clerk
City of Red Deer
Red Deer, Alberta
T4N 3T4

Dear Sir:

Re: Request for Redesignation to C2 - Heritage Business Park
(refer March 25, 1987 memo)

In accordance with the Council resolution of March 23, 1987, attached is Land Use By-law Amendment 2672/G-87 for redesignating Lot 2, Block 14, Plan 812-0222 in the Heritage Business Park, to allow for development of a food store and district shopping facilities.

As requested in relation to the Council resolution, two alternatives are presented for consideration. Alternative A would provide for redesignation of the site to C2 - Commercial Shopping Centre District. The proposal is similar to a District Shopping Centre but slightly exceeds the maximum gross leaseable area as regulated in the C2 District. Therefore either the size of the proposal would have to be amended or a relaxation granted at the development approval stage.

Alternative B would allow for the development as proposed but would retain the site within the Direct Control District No. 2 - DC(2). Of the two alternatives, it is our understanding that Alternative B would better reflect Council's intent and therefore the Urban Planning Section recommends Alternative B.

Yours truly,

VERNON PARKER,
ASSOCIATE PLANNER
URBAN PLANNING SECTION

/mc

Commissioner's Comments

We would recommend Council consider First Reading of Alternative B which makes changes to the Direct Control District uses for Lot 2 only.

"R. J. McGHEE"
Mayor

MUNICIPALITIES WITHIN COMMISSION AREA

CITY OF RED DEER—TOWN OF BLACKFALDS—TOWN OF BOWDEN—TOWN OF CARSTAIRS—TOWN OF CASTOR—TOWN OF CORONATION—TOWN OF DIDSBUY—TOWN OF ECKVILLE—TOWN OF INNISFAIR—TOWN OF LACOMBE—TOWN OF OLDS—TOWN OF PENHOLD—TOWN OF ROCKY MOUNTAIN HOUSE—TOWN OF STETTLER—TOWN OF SUNDRE—TOWN OF SYLVAN LAKE—VILLAGE OF ALIX—VILLAGE OF BENTLEY—VILLAGE OF BIG VALLEY—VILLAGE OF BOWEN—VILLAGE OF CAROLINE—VILLAGE OF CLIVE—VILLAGE OF CREMONA—VILLAGE OF DELBURN—VILLAGE OF DONALD—VILLAGE OF ELMORA—VILLAGE OF GADSBY—VILLAGE OF HALKIRK—VILLAGE OF MIRROR—SUMMER VILLAGE OF BIRCHCLIFF—SUMMER VILLAGE OF GULL LAKE—SUMMER VILLAGE OF HALF MOON BAY—SUMMER VILLAGE OF NORGLAND—SUMMER VILLAGE OF ROCHON SANDS—SUMMER VILLAGE OF WHITE SANDS—SUMMER VILLAGE OF JARVIS BAY—COUNTY OF LACOMBE No. 14—COUNTY OF MOUNTAIN VIEW No. 17—COUNTY OF PAINTERS No. 18—COUNTY OF RED DEER No. 23—COUNTY OF STETTLER No. 6—MUNICIPAL DISTRICT OF CLEARWATER No. 99

March 25, 1987

TO: Charlie Sevcik
City Clerk

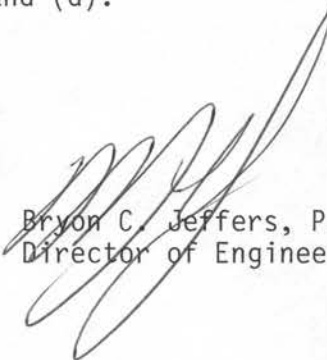
FROM: B. C. Jeffers
Director of Engineering Services

RE: **URBAN DYNAMICS CORPORATION**
HERITAGE BUSINESS PARK
LOT 2, BLOCK 14, PLAN 812-0222

Prior to rezoning the above noted property, we request that the attached letter dated February 13, 1987, be made part of the conditions of rezoning with particular emphasis on Item 1 (c) and (d).

KGH/dlh

Attached



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

BYLAW NO. 2672/G-87

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

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

- (1) The "Use District Map" as referred to in Section 1.4 is hereby amended in accordance with the Use District Map No. 6/87 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. 1987.

READ A SECOND TIME IN OPEN COUNCIL this day of , A. D. 1987.

READ A THIRD TIME IN OPEN COUNCIL AND FINALLY PASSED this day of
A. D. 1987

MAYOR

CITY CLERK

Alternative "A"

BY-LAW NO. 2672/G-87

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

COUNCIL OF THE CITY OF RED DEER IN THE PROVINCE OF ALBERTA 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. 6/87 attached hereto and forming part of the By-law.
- (2) This By-law shall come into force upon the final passing hereof.

READ A FIRST TIME IN OPEN COUNCIL this	day of	A.D. 1987
READ A SECOND TIME IN OPEN COUNCIL this	day of	A.D. 1987
READ A THIRD TIME IN OPEN COUNCIL AND FINALLY PASSED THIS	day of	
A.D. 1987		

MAYOR

CITY CLERK

BYLAW NO. 2672/G-87

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

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

- (1) Schedule B - Direct Control District No. 2 - DC(2) is amended by deleting the following uses from Section DC 2.1.1:

- (a) Area 2
 - (i) Commercial habitation services
 - (ii) Eating and drinking establishment, except fast food with take-out service
 - (iii) Commercial entertainment establishments

and replacing with the following uses:

- (a) Area 2
 - (i) Food store with a maximum gross leasable area of 3,550 sq.m
 - (ii) Additional permitted and discretionary commercial uses as outlined in Sections 6.2.2.4 and 6.2.2.5. up to a maximum combined gross leasable area of 1,860 sq.m

- (2) The parking space requirement for Area 2 under Section DC 2.2 is amended by:

- (a) Deleting "Standard A" and replacing with "Standard C".

- (3) This Bylaw shall come into force upon the final passing thereof:

READ A FIRST TIME IN OPEN COUNCIL this day of , A. D. 1987.

READ A SECOND TIME IN OPEN COUNCIL this day of , A. D. 1987.

READ A THIRD TIME IN OPEN COUNCIL AND FINALLY PASSED this day of
A. D. 1987

MAYOR

CITY CLERK

BY-LAW NO. 2672/G-87

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

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

(1) Schedule B - Direct Control District No. 2 - DC(2) is amended by deleting the
following uses from Section DC 2.1.1:

- (a) Area 2
 - (i) Commercial habitation services
 - (ii) Eating and drinking establishment, except fast food with take-out service
 - (iii) Commercial entertainment establishments

and replacing with the following uses:

- (a) Area 2
 - (i) Food store with a maximum gross leaseable area of 3,550 m²
 - (ii) Additional permitted and discretionary commercial uses as outlined in Sections 6.2.2.4 and 6.2.2.5. up to a maximum combined gross leaseable area of 1,860 m²

(2) The parking space requirement for Area 2 under Section DC 2.2 is amended by:

- (a) Deleting "Standard A" and replacing with "Standard C".

(3) This By-law shall come into force upon the final passing thereof:

READ A FIRST TIME IN OPEN COUNCIL this day of A.D. 1987

READ A SECOND TIME IN OPEN COUNCIL this day of A.D. 1987

READ A THIRD TIME IN OPEN COUNCIL AND FINALLY PASSED THIS day of
A.D. 1987

MAYOR

CITY CLERK

BY-LAW NO. 2672/G-87

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

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

(1) Schedule B - Direct Control District No. 2 - DC(2) is amended by deleting the
following uses from Section DC 2.1.1:

- (a) Area 2
 - (i) Commercial habitation services
 - (ii) Eating and drinking establishment, except fast food with take-out
service .
 - (iii) Commercial entertainment establishments

and replacing with the following uses:

- (a) Area 2
 - (i) Food store with a maximum gross leaseable area of 3,550 m²
 - (ii) Additional permitted and discretionary commercial uses as outlined in
Sections 6.2.2.4 and 6.2.2.5. up to a maximum combined gross leaseable
area of 1,860 m²

(2) The parking space requirement for Area 2 under Section DC 2.2 is amended by:

- (a) Deleting "Standard A" and replacing with "Standard C".

(3) This By-law shall come into force upon the final passing thereof:

READ A FIRST TIME IN OPEN COUNCIL this day of A.D. 1987

READ A SECOND TIME IN OPEN COUNCIL this day of A.D. 1987

READ A THIRD TIME IN OPEN COUNCIL AND FINALLY PASSED THIS day of
A.D. 1987

MAYOR

CITY CLERK

March 25, 1987

TO: URBAN PLANNING SECTION MANAGER

FROM: CITY CLERK, C. SEVCIK

RE: LAND USE BYLAW AMENDMENT PERTAINING LOT 2, BLOCK 14, PLAN 812-0222
(HERITAGE BUSINESS CENTRE)

As you are aware, at the Council meeting of March 23, 1987, the following motion was passed with regard to the above-noted lands:

"RESOLVED that Council of The City of Red Deer having considered application by Land Bank Real Estate Ltd. on behalf of Urban Dynamics Corporation and Heritage Business Centre to redesignate Lot 2, Block 14, Plan 812-0222 to C2 designation hereby agree that said application be approved in principle subject to formal approval of a Land Use Bylaw Amendment by Council of The City of Red Deer."

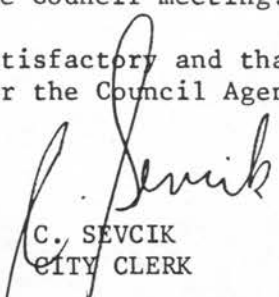
In accordance with the wishes of Council, we would request that you prepare a draft Bylaw Amendment for Council's consideration at the April 6th meeting. You may wish to submit ^{two} alternative Bylaw Amendments for Council's consideration, that being:

1. Redesignation of Lot 2 from DC to C-2 designation;
2. Adding the uses to Schedule B of the direct control district.

I may be mistaken, however, it is my belief that the majority of Council would prefer to see Alternative #2. Nevertheless, I think we should have both alternatives available at the Council meeting.

Trusting you will find this satisfactory and that you will be able to prepare the draft Bylaws in time for the Council Agenda of April 6th.

CS/sp


C. SEVCIK
CITY CLERK

c.c. Director of Engineering Services
Bylaws & Inspections Manager
City Assessor
Economic Development Manager
E. L. & P. Manager
Fire Chief
Parks Manager

THE CITY OF RED DEER



OFFICE of CITY CLERK
342-8132

P.O. BOX 5008
RED DEER, ALBERTA
T4N 3T4

March 25, 1987

Landbank Real Estate Ltd.
301, 4702 - 49 Avenue
Red Deer, Alberta
T4N 6L5

Attention: Mr. H. Ropchan

Dear Sir:

RE: REZONING APPLICATION

- (a) LOT 1, BLOCK A, PLAN 977 R.S. (BOWER LANDS ON GAETZ AVE. SOUTH HILL)
- (b) LOT 2, BLOCK 14, PLAN 812-0222 (HERITAGE BUSINESS CENTRE, NORTH 67 ST.)

I would advise that your application on behalf of Urban Dynamics Corporation and the Heritage Business Centre with regard to the aforementioned lands was presented to Council Monday, March 23, 1987.

Following are the resolutions which were considered by Council at the above-noted meeting:

"RESOLVED that Council of The City of Red Deer, having considered application by Land Bank Real Estate Ltd. on behalf of Urban Dynamics Corporation and Meritage Business Centre to redesignate Lot 1, Block A, Plan 977 R.S. to C2 designation on the most westerly 161,000 sq. ft. and to C4 on the most easterly 63,000 sq. ft. of said lot hereby agree that the said application be approved in principle subject to formal approval of a land use bylaw amendment by City Council."

- MOTION DEFEATED

"RESOLVED that Council of The City of Red Deer, having considered application by Land Bank Real Estate Ltd. on behalf of Urban Dynamics Corporation and Heritage Business Centre to redesignate Lot 2, Block 14, Plan 812-0222 to C2 designation hereby agree that said application be approved in principle subject to formal approval of a Land Use Bylaw Amendment by Council of The City of Red Deer."

- MOTION CARRIED

As noted above, Council did not approve your application with regard to Lot 1, Block A, Plan 977 R.S. With regard to Lot 2, Block 14, Plan 812-0222, it is

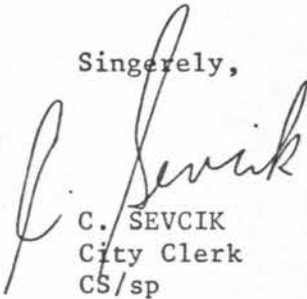
Landbank Real Estate Ltd.

March 25, 1987

our intention to have a draft Bylaw prepared for presentation to Council on Monday, April 6, 1987 for first reading. Assuming Council passes first reading of the Bylaw on April 6th, we will then commence advertising for a Public Hearing to be held on May 4th. The costs of advertising are chargeable to your client, and following passage of first reading of the Bylaw, we will be requesting a \$200.00 deposit.

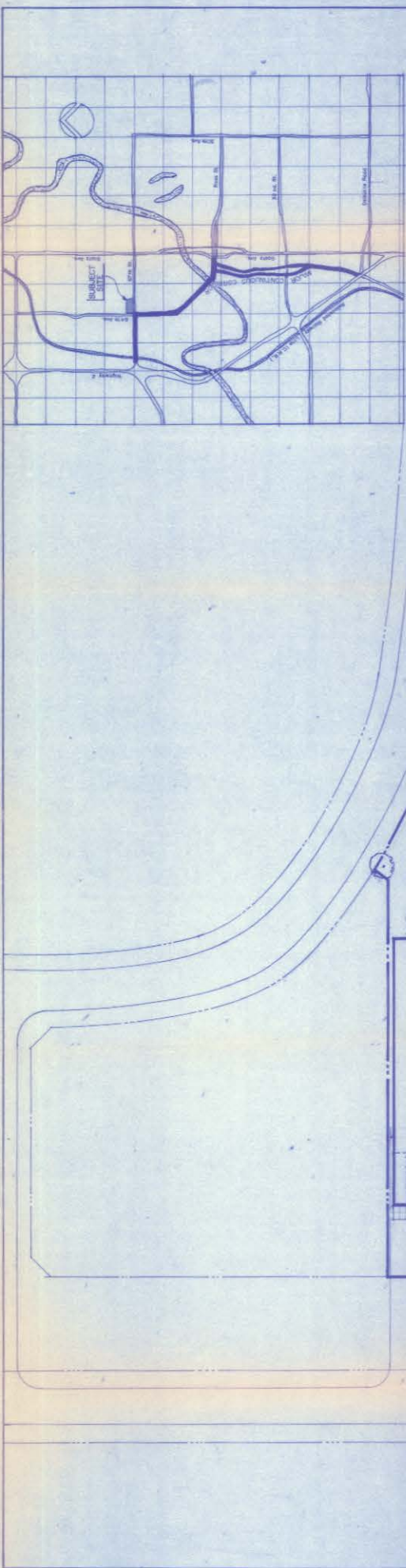
The decision of Council in this instance is submitted for your information, and I trust you will find same satisfactory. If you have any questions, please do not hesitate to contact the undersigned.

Sincerely,



C. SEVCIK
City Clerk
CS/sp

c.c. Director of Engineering Services
Bylaws & Inspections Manager
City Assessor
Economic Development Manager
E. L. & P. Manager
Fire Chief
Parks Manager
Urban Planning Section Manager



SITE LOCATION PLAN



DEVELOPMENT STATISTICS

LEASABLE AREA	46,116
RETAIL AREA	37,844
RESTAURANT	1,272
LAND AREA	9.0 Acres
TOTAL AREA	57,941 sq
PARKING	PROVIDED 350 CARS
RETAIL/FOOD SALES	877,000
LAND AREA	9.0 Acres

SITE DEVELOPMENT PLAN

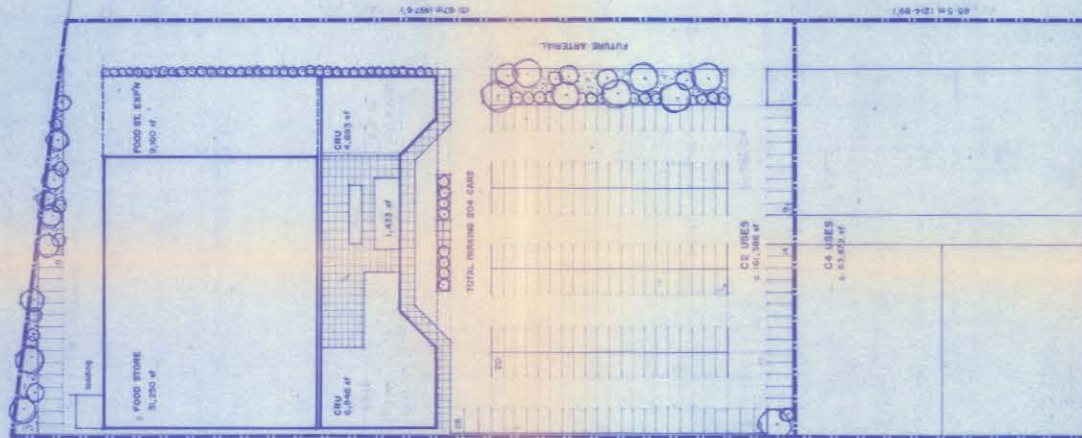


NORTH RED DEER SHOPPING CENTRE

SMB S.M.B. Architectural Group
 1-500 m 0 2 4 8 16 32
 1-500 m 0 2 4 8 16 32
 PA-01

DRAWING 94
 LANDMARK REAL EST.
 APRIL 1, 1987

EXISTING MAIL R.O.W.



DEVELOPMENT STATISTICS

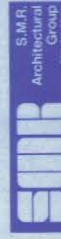
A. LAND AREA		CE USES	181,386 sf
BUILDING AREA			
FOOD STORE	3,250 sf		
FOOD ST. EXP.	9,400 sf		
TOTAL AREA	12,650 sf		
PARKING	204 cars		
B. LAND AREA		CA USES	53,872 sf

SITE DEVELOPMENT PLAN



proposed
COMMUNITY RETAIL FACILITY
designed for
URBAN DYNAMICS CORPORATION

RED DEER ALBERTA



Sheet
L1500
Drawing Number
Date
FEB 04/87
Revision
65,310

DRAWING 95
APRIL 6, 1987

EXISTING ONE CORNER LOT

OPETTE PAVILION

THE CITY OF RED DEER



OFFICE of CITY CLERK
342-8132

P. O. BOX 5008

RED DEER, ALBERTA

T4N 3T4

April 7, 1987

Landbank Real Estate Ltd.
301, 4702 - 49 Ave.
Red Deer, Alta.
T4N 6L5

Attention: Mr. H. Ropchan

Dear Sir:

RE: Request for Redesignation/Area 2/Heritage Business Park
Land Use Bylaw Amendment 2672/G-87

At the Council Meeting of April 6, 1987, further consideration was given to your application requesting redesignation of Lot 2, Block 14, Plan 812-0222 in the Heritage Business Park to allow for development of a food store and district shopping facilities. At the aforementioned meeting, Council agreed to give first reading to a draft bylaw which would allow for the development as proposed, but would retain the site within the direct control district No. 2-DC(2).

Enclosed herewith please find a copy of Land Use Bylaw Amendment 2672/G-87 which was given first reading at the Council meeting aforementioned. This office will now proceed with advertising for a public hearing to be held on Monday, May 4, 1987, commencing at 7:00 p.m. or as soon thereafter as Council may determine. In accordance with the Land Use Bylaw for the City of Red Deer, you are required to make a \$200.00 deposit to cover the cost of advertising. Once this office is in receipt of the actual costs of advertising, you will be either invoiced for or refunded the balance.

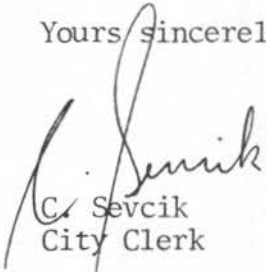
For your further information, I am enclosing herewith a memo dated February 13, 1987, from the Director of Engineering Services outlining a number of conditions which he requests be made part of the conditions of rezoning with particular emphasis on item 1(c) & (d). We trust that you will draw these conditions to the attention of your client and in order that these matters might be addressed prior to final reading of the bylaw amendment.

The decision of Council in this instance is submitted for your information and trust you will find same satisfactory.

Landbank Real Estate Ltd.

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

Yours sincerely,



C. Sevcik
City Clerk

Encl.

c.c. Bylaws & Inspections Mgr.
City Assessor
Dir. of Eng. Services
E.L. & P. Mgr.
Econ. Dev. Mgr.
Fire Chief
Parks Mgr.
City Solicitor
Council & Committee Secy., Wilma

February 13, 1987

TO: City Clerk

FROM: Director of Engineering Services

RE: HERITAGE BUSINESS PARK - URBAN DYNAMICS CORPORATION
LOT 2, BLOCK 14, PLAN 812-0222

With regard to the proposed retail facility, our comments are as follows:

1. The site plan indicates two direct access points to 64 Avenue. This is contrary to the regulations and policies of Alberta Transportation and the City as 64 Avenue is part of the City's Arterial Road Network. A previous application for one direct access to 64 Avenue was approved by City Council, however, subject to:

a. The right in/right out only access point being located mid-point between 67 Street and 67 A Street. There was and still is some concern that a future request for joint use of this access point will come from the owners of the Lot 3 to the north of this proposal.

b. The developer being aware that a center median exists on 64 Avenue.

c. The developer providing a deceleration and acceleration lane each side of this entrance to City specifications.

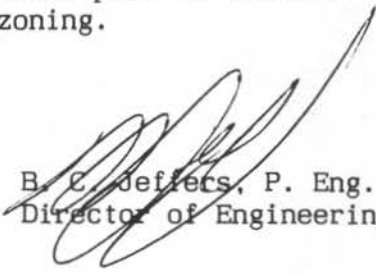
d. The developer engaging the services of a recognized engineering consultant to design and construct the deceleration/acceleration lane and access together with any adjustments to the existing earth berm, bike path, and utilities, and accepting all costs of same.

e. No direct access will be permitted to 67 Street.

2. The access to Graham Drive is satisfactory, however, we question how delivery units such as tractor-trailers are going to access the loading area.

3. Services to the site can be obtained from Graham Drive and the north/south easement (6.0 m in width) located parallel to the east boundary of the site. This easement has not been shown on the developer's site plan. An Indemnification Agreement will be required if pavement and parking is planned over the easement.

We would recommend that the site plan be amended to reflect these concerns prior to completion of rezoning.



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

KGH/emg

cc - Director of Community Services
cc - By-laws and Inspections Manager
cc - City Assessor
cc - Economic Development Manager
cc - E. L. & P. Manager
cc - Fire Chief
cc - Parks Manager
cc - Urban Planning Section Manager

NO. 3

Red Deer Alberta Games Society
P.O. Box 1092
Red Deer, Alberta
T4N 6S5

March 26, 1987

Mayor R. J. McGhee
City of Red Deer
P.O. Box 5008
Red Deer, Alberta
T4N 6S5

Dear Mayor McGhee,

Planning for the 1988 Alberta Winter Games to be hosted in Red Deer from January 28 - 31 is progressing well. Under the leadership of our Board of Directors, the volunteer structure and community spirit which is essential to the success of the Games is beginning to build.

We now have an Administrative Co-ordinator working with us and about mid-August we expect to have a full-time Sport Co-ordinator on staff, also.

City Council approved the appointment of the Board of Directors some months ago but since that time, it has become necessary to make a few changes to the Board Members. Attached is a revised list of the Directors who are actively working to ensure the 1988 Alberta Winter Games captures the enthusiasm of the community and the attention of the Province.

I believe it is in order to request City Council to consider a motion which will ratify the Board of Directors (Revised March 1987). I will be in attendance at the April 6th Meeting of Council to answer questions concerning any aspect of the Games.

Yours truly,

Red Deer Alberta Games Society



Keith Carscadden, Chairman

c.c. Alderman Larry Pimm
Recreation Manager Lowell Hodgson

RED DEER ALBERTA GAMES SOCIETYBOARD OF DIRECTORS**Chairman**

Keith Carscadden (Betty)
 #3 Sherwood Cresc.
 Red Deer T4N 0A2
 Phones: 347-3101 R.
 347-1171 B.

Protocol

Lorraine Hull (Bill)
 60 Parsons Close
 Red Deer T4P 2C8
 Phones: 342-4518 R.

Communication

Dick Glenfield
 80 Aikman Close
 Red Deer T4R 1G2
 Phones: 347-1412 R.
 342-3611 B.

Promotion

Laurie Ouellette (Robert)
 77 Erickson Drive
 Red Deer T4R 1X8
 Phones: 347-6182

Recreation

Lowell Hodgson (Marion)
 19 Somerset Close
 Red Deer T4N 0E7
 Phones: 342-6100 B.

Administrative Co-ordinator

Marilyn Haley (Bernie)
 4th Flr. City Hall
 P.O. Box 1092
 Red Deer T4N 6S5
 Phones: 342-8342

Sport

Hugh McPherson (Lois)
 4744 - 56th Street
 Red Deer T4N 2K3
 Phones: 342-6791 R.
 342-4800 B.

Culture

Craig Curtis (Bonnie)
 19 Munro Cresc.
 Red Deer T4N 0N8
 Phones: 343-8175 R.
 343-3394 B.

Services

Bill Shaw (Pat)
 15 Addinell Close
 Red Deer T4R 1B6
 Phones: 343-3866 R.
 343-3394 B.

Administration/Finance

Sheila Bourne/John Bourne
 98 Glendale Blvd.
 Red Deer T4P 2P5
 Phones: 346-2111 R.
 347-3000 B.

City Council

Larry Pimm (Diane)
 65 Otterbury Avenue
 Red Deer T4N 4Z8
 Phones: 347-6093 R.
 346-3794 B.

Alberta Sport Council

Dennis Allen/Joan Barnett
 101 - 6 Avenue
 Calgary T2P 3P4
 Phones: 297-2503 (RITE)

ALBERTA WINTER GAMES 1988
BOARD OF DIRECTORS

MEMBERS:

City Representatives:

- | | | |
|---|--------------------------------|---|
| 1) Alderman Larry Pimm
65 Otterbury Avenue
Red Deer, Alta.
T4N 4Z8 | 346-3794 Bus.
347-6093 Res. | Original Appt: Oct. '86
Expiry: Oct. '87 |
|---|--------------------------------|---|

Board of Directors:

- | | |
|---------------|--|
| Chairman | Mr. Keith Carscadden 347-3101 (Res.)
#3 Sherwood Crescent 347-1171 (Bus.)
Red Deer, Alberta
T4N 0A2 |
| Sports | Mr. Hugh McPherson 342-6791 (Res.)
4744 - 56 Street 342-4800 (Bus.)
Red Deer, Alberta
T4N 2K3 |
| Protocol | Ms. Marilyn Haley 227-3843 (Res.)
Box 8 342-6100 (Bus.)
Innisfail, Alberta
TOM 1A0 |
| Publicity | Mr. Ray McBeth 342-5446 (Res.)
Box 5555 343-0850 (Bus.)
Red Deer, Alberta
T4N 5H6 |
| Services | Mr. Randy Skimmings 342-0040 (Res.)
243 Overdown Drive 343-2033 (Bus.)
Red Deer, Alberta
T4P 1W7 |
| Culture | Mr. Craig Curtis 343-8175 (Res.)
19 Munro Crescent 343-3394 (Bus.)
Red Deer, Alberta
T4N 0N8 |
| Communication | Mr. Dick Glenfield 342-1412 (Res.)
80 Aikman Close 342-3611 (Bus.)
Red Deer, Alberta
T4R 1G2 |
| Finance | Mr. Guy Johnson 347-7386 (Res.)
40 Springfield Ave. 347-6641 (Bus.)
Red Deer, Alberta
T4N 0C7 |

FILE: R-27207

MEMORANDUM

DATE: MARCH 11, 1987
TO: MAYOR & COUNCIL
FROM: EUGENE KULMATYCKI
RECREATION, PARKS & CULTURE BOARD
RE: RED DEER ALBERTA GAMES SOCIETY

The Recreation, Parks & Culture Board have reviewed the agreement of the City of Red Deer and the Alberta Sports Council for the hosting of the 1988 Alberta Winter Games and at the same time have reviewed the budget for those games and would recommend, to Council, approval of the budget and the signing of that agreement.

Eugene Kulmatycki

EUGENE KULMATYCKI
CHAIRMAN

/ds

February 26, 1987

TO: MAYOR R.J. MCGHEE &
MEMBERS OF CITY COUNCIL

FROM: KEITH CARSCADDEN, CHAIRMAN
RED DEER ALBERTA GAMES SOCIETY

TOPIC: PROPOSED BUDGET: FEBRUARY 1987

The 1988 Alberta Winter Games will be hosted in Red Deer, January 28 - 31, inclusive. The Board of Directors of the Red Deer Alberta Games Society met recently and approved the Proposed Budget, a copy of which is attached. Careful consideration was given to ensuring that both Revenue and Expenditure projections are both reasonable and realistic.

The Proposed Budget must be approved by both the City Council and Alberta Sport Council, no later than April 30, 1987, therefore, it would be appreciated if it could be placed on the next Council Agenda.

Monthly financial statements will be provided to the City and to Alberta Sport Council as required in the Letter of Agreement.

I am prepared to attend the Council Meeting when this item is presented to address any questions or to provide comments. Please advise me as to when the item will be placed on the Agenda. Phone: 347-1171 Bus.

Proposed Resolution:

RESOLVED that the Council of the City of Red Deer having considered a report of the Red Deer Alberta Games Society hereby approve the Proposed Budget: February 1987 and agree to recommend to Alberta Sport Council that it be endorsed by them.



KEITH CARSCADDEN

c.c. Marilyn Haley,
Administrative Co-ordinator

DRAFT #1.
February 3, 1987

Date of Signing

His Worship,
Mayor Robert McGhee
City of Red Deer
4914 - 48 Avenue
P.O. Box 5008
Red Deer, Alberta.
T4N 3T4.

Dear Mayor McGhee:

This letter will serve to evidence the agreement between the Alberta Sport Council and the City of Red Deer (the "City") relative to the staging of the 1988 Alberta Winter Games. The Alberta Sport Council (the "Council") hereby appoints the City as the official authority in hosting the Games. In support of your responsibility, the Council will provide the following funds to the City:

1. \$ 240,000 These funds to be provided in instalments for general administration and operation of the Games, as follows:

1st Instalment - \$ 10,000	December 5, 1986
2nd Instalment - \$ 50,000	February 19, 1987
3rd Instalment - \$ 100,000	June 18, 1987
4th Instalment - \$ 80,000	January 1, 1988.
2. \$ 50,000 To be provided for special cultural activities, subject to the approval of the Council relating to the use of such funds, not later than January 15, 1988.
3. \$ 50,000 Legacy funds which will accrue to the City, to be used on an amateur sport facility or equipment or program, as approved by the Council and jointly agreed upon by the Red Deer Alberta Games Society (hereinafter called the "Society") and the City. The legacy will be issued upon the receipt of an accurate financial statement following the 1988 Alberta Winter Games. (If there is a deficit in the operation of the Games, then it must be charged against the legacy.)
4. \$ 10,000 Incentive Grant which will be provided in instalments to the City upon submission to the Council of a Certificate of Incorporation of an ongoing Games Society, following the 1988 Alberta Winter Games, and in accordance with the guidelines established by the Council. It shall be used to ensure the continued existence of the Society to further sport and cultural development in the community.

City of Red Deer
Letter of Agreement
February 3, 1987

DRAFT #1.

Page 2.

5. The Council will cover the costs of external transportation over \$12,000.00. External transportation will consist of the costs of transporting athletes, coaches and officials to and from the City of Red Deer for the Games.

Further, the Council will provide staff consultation and services, as well as those "gifts-in-kind", funds, and services that we are able to solicit on behalf of the City as the Host Community.

The City agrees to assume responsibility in all respects for the hosting of the 1988 Alberta Winter Games and to generally provide and adhere to the following:

1. Establish a Red Deer Alberta Games Society to organize the hosting of the Games on January 28, 29, 30, and 31, 1988.
2. The City and the Society shall prepare a budget of proposed expenses and income, and submit the same to the Council no later than April 30, 1987. The City and the Society shall submit statements on a monthly basis and the final audited statement shall be submitted to the Council no later than August 2, 1988.
3. All matters relating to legal services, accounting services and insurance shall be submitted to and approved by the Council.
4. The City shall arrange and pay for liability insurance for the periods immediately before and after the Games, as well as, during the Games, and pursuant to such policy of insurance, the Council shall be listed as an additional insured and shall be supplied with a certified copy of such policy.
5. The City agrees to establish a fund raising organization which will co-ordinate its efforts with the Council's Friends of the Games Committee.
6. In order to ensure the most effective fund raising and sponsorship programs, the Society and/or the City shall co-ordinate proposed fund raising plans and sponsorship solicitations with the Alberta Sport Council's Manager of Marketing prior to the implementation of such programs.
7. The City agrees to provide all their facilities relating to the staging of the 1988 Alberta Winter Games without charge to the Council.
8. All facilities to be used for the staging of the competitions during the Games shall be acceptable to the Council and/or technical advisors appointed by the Council.

City of Red Deer
Letter of Agreement
February 3, 1987

Draft #1

Page 3.

9. All facilities and arrangements for a minimum of 2200 participants in the 1988 Alberta Winter Games, including without limiting the generality of the foregoing, medical services, food services, accommodation, transportation, entertainment and leisure activities, shall be approved by the Council prior to the hosting of the Games.
10. The staff of the Council shall be ex-officio members of the Board of Directors of the Society.
11. The City agrees to employ sufficient numbers and quality of staff for the purpose of staging the Games in order to assure good quality management for the hosting of the Games and for a sufficient period thereafter. The City shall ensure that the Society and its sub-committees submit comprehensive final reports relating to all aspects of the Games no later than August 2, 1988. Such reports should include pictorial as well as written reports of the Games.
12. The City agrees not to hold conflicting events in facilities controlled by them.
13. The City and the Society agree to adhere to all policies of the Council relative to the Games and where policies of the City or the Society are in conflict with the policies of the Council, those of the Council shall prevail.

If the above correctly sets forth your understanding of the agreements reached between us, relative to the hosting of the 1988 Alberta Winter Games, would you kindly execute this and the enclosed duplicates of this letter and return one signed copy to the Council.

CITY OF RED DEER:

Mayor _____

RED DEER ALBERTA GAMES SOCIETY:

Chairman _____

ALBERTA SPORT COUNCIL:

Per _____

/jff

1988 ALBERTA WINTER GAMES
PROPOSED BUDGET: FEBRUARY 1987

I. Revenue

Operating Grant	240 000
Cultural Grant	75 000
Legacy	50 000
Friends of Games	40 000
Fund Raising	35 000
Admissions	10 000
Souvenirs	15 000
CRC Grant	43 500
Employment Grant	10 000
Bank Interest	8 000
City of Red Deer	<u>25 000</u>

\$ 551 500.00

II. Expenditures

Administration	133 500
Food/Accommodation/Reg.	120 000
Sports	84 000
Protocol	31 000
Transportation	30 000
Safety/Communications	13 000
Promotions	15 000
Culture	75 000
Legacy	<u>50 000</u>

\$ 551 500.00

Expenditures

A. Administration

Office (Rent)	2 500
Personnel	76 000
Supplies & Stationery	9 500
Insurance	18 000
Meals & Travel	3 000
Office Equipment	5 000
Postage	3 000
Bank Charges	500
Printing	3 500
Souvenires	10 000
Janitorial	1 000
Sundry	<u>1 500</u>

133 500. 00

B. Food/Accommodation/Registration

Food	95 000
Accommodation	20 000
Registration	<u>5 000</u>

120 000.00

C. Sports

Equipment/Rental	24 000
Transportation	14 000
Facility Development	40 000
Technical Sport/Development	2 000
Results	<u>4 000</u>

84 000.000

...continued

Expenditures (continued)

D. Protocol

Hospitality	7 000
Opening Ceremony	3 000
Closing Ceremony	2 000
Hostess Uniforms	4 500
Medals	5 000
V.I.P. Jackets	2 000
Flags/Torches	500
Special Events	3 000
Volunteer Recognition	<u>4 000</u>

31,000.00

E. Transportation

External	12 000
Internal	15 000
Courtesy Vehicle	1 000
Mileage	<u>2 000</u>

30 000.00

F. Safety & Communication

Communication	4 000
Medical Supply	1 000
Safety Equipment	500
Security	4 500
Signage	<u>3 000</u>

13 000.00

...continued

Expenditures (continued)

G. Promotions

Athletic & VIP Kits	1 000	
Signage	3 000	
Radio/TV/Press	10 000	
Sundry	<u>1 000</u>	
		15 000.00

H. Cultural

Administration	10 000	
Transportation	5 000	
Food/Accommodation	5 000	
Opening Ceremonies (Artists)	5 000	
Banners	5 000	
Equipment Rental	10 000	
Theatre Sport	5 000	
Performing Arts	10 000	
Cultural Heritage	5 000	
Literary Art	5 000	
Museum & Int.	5 000	
Visual Arts	<u>5 000</u>	
		75 000.00

I. Legacy

<u>50 000</u>	
	50 000.00

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*

*Denotes Professional Corporation

208 Professional Building
4808 Ross Street
Red Deer, Alberta T4N 1X5

TELEPHONE(403)346-6603

TELECOPIER (403)340-1280
TWX 610-841-5684

Your file:

Our file:

March 26, 1987

City of Red Deer
City Hall
RED DEER, Alberta

ATTENTION: C. Sevcik

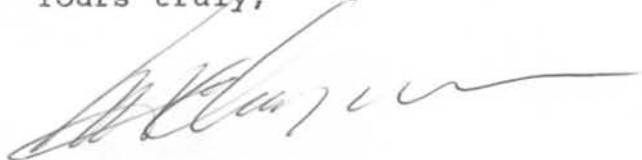
Dear Sir:

RE: Red Deer Alberta Games Society

I have reviewed the form of letter agreement with respect to the Winter Games and find in general terms that the same is satisfactory.

The one question I have is with respect to item #5 at the top of page 2 wherein it is noted that the Alberta Sport Council covers external transportation costs over \$12,000.00. I assume that the first \$12,000.00 would be part of item #1 on page 1 which would be involved in the general administration and operation of the games.

Yours truly,



T. H. CHAPMAN
THC/cgc

File: CS-722

MEMORANDUM

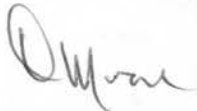
DATE: March 17, 1987

TO: Charlie Sevcik
City Clerk

FROM: Don Moore, Director
Community Services Division

RE: RED DEER ALBERTA GAMES SOCIETY

I concur with the recommendations of the Recreation Board. However, Council may wish to invite the Chairman of the Society to answer any questions they may have with respect to the expectations of the City, related to this project.



Don Moore

/dmg

DATE: 1987 03 16
TO: CITY CLERK
FROM: DIRECTOR OF FINANCE
RE: RED DEER ALBERTA GAMES SOCIETY

I am unable to comment on the reasonableness of the proposed budget.

It should be noted the proposed budget contemplates an apparent grant of \$25,000 from the City. There has not been a provision in the 1987 City operating budget for the \$25,000 that I am aware of.

From the budget I assume the City will be providing accounting services because the budget does not appear to make provision for this unless it is under Administration - Personnel. There also does not appear to be a provision for an audit as required by the letter of agreement.



A. Wilcock, B. Comm., C.A.
Director of Finance

AW:mrk

Commissioner's Comments

We would recommend Council support the change in membership. We would also recommend to Council that the City approve the agreement with the province for the games as submitted. We would also recommend that Council approve the operating budget as submitted by the Games Committee with the City's grant of \$25,000.00 being budgeted for in 1988.

"R. J. McGHEE"
Mayor

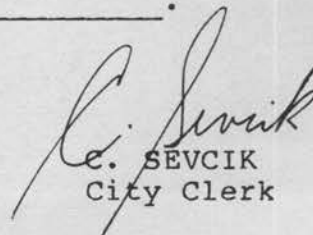
DATE March 13, 1987

TO: ☒ DIRECTOR OF COMMUNITY SERVICES
☐ DIRECTOR OF ENGINEERING SERVICES
☒ DIRECTOR OF FINANCE
☐ BYLAWS & INSPECTIONS MANAGER
☐ CITY ASSESSOR
☐ ECONOMIC DEVELOPMENT MANAGER
☐ E. L. & P. MANAGER
☐ F.C.S.S. MANAGER
☐ FIRE CHIEF
☐ PARKS MANAGER
☐ PERSONNEL MANAGER
☐ R.C.M.P. INSPECTOR
☐ RECREATION MANAGER
☐ TRANSIT MANAGER
☐ URBAN PLANNING SECTION MANAGER
☒ CITY SOLICITOR

FROM: CITY CLERK

RE: RED DEER ALBERTA GAMES SOCIETY

Please submit comments on the attached to this office by March 30th
for the Council Agenda of April 6, 1987.


C. SEVCIK
City Clerk

THE CITY OF RED DEER



OFFICE of CITY CLERK
342-8132

P. O. BOX 5008

RED DEER, ALBERTA

T4N 3T4

April 7, 1987

Red Deer Alberta Games Society
P.O. Box 1092
Red Deer, Alberta
T4N 6S5

Attention: Keith Carscadden, Chairman

RE: Board of Directors/Proposed Budget and Agreement

Dear Sir:

I would advise that the above items were considered by Council Monday, April 6, 1987, and at which meeting, Council passed the following motion approving the revised Board of Directors list, entering into the agreement with the Alberta Sports Council and the proposed budget regarding the 1988 Alberta Winter Games.

"RESOLVED that Council of the City of Red Deer hereby approve the revised Board of Directors' list (page 30) in regard to the Red Deer Alberta Games Society, and as presented to Council April 6, 1987."

"RESOLVED that Council of the City of Red Deer hereby authorize entering into the agreement between the Alberta Sports Council and the City of Red Deer relative to the staging of the 1988 Alberta Winter Games as presented to Council April 6, 1987."

"RESOLVED that Council of the City of Red Deer hereby approve the proposed budget (February 1987) regarding the 1988 Alberta Winter Games as presented to Council April 6, 1987, with the City's grant of \$25,000.00 to be budgeted for in 1988."

For your information, I am enclosing herewith the information which appeared on the Council Agenda of April 6, relative this item (pages 29-43).

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

We trust that the appropriate legal documentation is submitted for execution by both parties as called for in this instance. In addition, your attention is drawn to the last paragraph of the comments from the Director of Finance (page 43) concerning the matter of accounting services and provision for an audit. I assume you will contact the Dir. of Finance with regard to this matter.

Trusting you will find this satisfactory and with very best wishes in this undertaking.

Sincerely,



C. Sevcik
City Clerk

Encl.

c.c. Mayor
Dir. of Finance
Dir. of Community Services
Rec. Mgr.

NO. 4060-004
660-065

March 26, 1987

TO: Charlie Sevcik
City ClerkFROM: Bryon Jeffers
Director of Engineering ServicesRE: LAND USE BY-LAW

Kindly arrange to amend the City of Red Deer Land Use By-law No. 2672, Section 4.4.1, pertaining to 48 Street, that presently reads "52 Avenue to the lane approximately 50.3 m west of Gaetz Avenue, and from the lane approximately 39.6 m east of Gaetz Avenue to 48 Avenue". Please revise that portion to read "52 Avenue to 48 Avenue."

/FLL/dlh



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

Commissioner's Comments

We would recommend Council give First Reading to the Bylaw, following which it would be necessary to advertise for a Public Hearing.

For Council's information, the present Land Use Bylaw provides for a 2m setback on both sides of 48 Street between 52 Avenue & 48 Avenue with the exception of the four properties on the corner of Gaetz & 48 Avenue as outlined on the street plan attached. The amendment would require the four properties in question to also provide the setback.

"R. J. McGHEE"
Mayor

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

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

Bylaw 2672, as amended, is further amended as to
(1) Section 4.4.1 is ~~amended as follows:~~

by striking out the words and figures,

*1 *see attachment*
~~"45 Street From 52 Avenue to 48 Avenue 5.2 each side"~~

and by inserting therefore the words and figures,

"48 Street 52 Avenue to 48 Avenue"
~~"45 Street From 52 Avenue to 48 Avenue 2.0 each side"~~

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

READ A FIRST TIME IN OPEN COUNCIL this 28 day of April A.D. 198⁷~~6~~

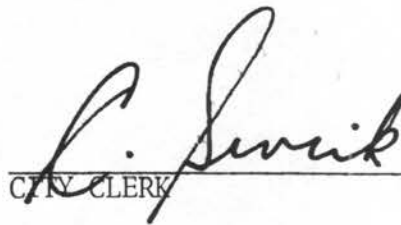
READ A SECOND TIME IN OPEN COUNCIL this 26 day of May A.D. 198~~6~~

READ A THIRD TIME IN OPEN COUNCIL AND FINALLY PASSED this 26 day of May
A.D. 198~~6~~.

MAYOR



CITY CLERK



4.4 Additional Setbacks

4.4.1 The minimum required front yard and the minimum required side yard of a site abutting any portion of the streets described in this section shall be increased by the corresponding additional setback herein stated, namely,

<u>Street</u>	<u>Portion to which Setback Applies</u>	<u>Additional Setback</u>
		<u>Metres</u>
40 Avenue	44 Street to 52 Street	6.0 east side
	From the lane south of 47 Street to 52 Street	1.5 west side
	39 Street to 44 Street	6.0 east side
48 Avenue	Waskasoo Creek to 55 Street	2.0 each side
49 Avenue	45 Street to Red Deer River	2.0 each side
Gaetz (50) Avenue	39 Street to Red Deer River	2.0 each side
	35 Street to north boundary of Lot 2, Block 1, Plan 8324 E.T.	15.0 east side
	58 Street to 61 Street	4.0 west side
60 Avenue	South City limits to 43 Street	11.0 each side
64 Avenue	67 Street to north City limits	11.0 each side
43 Street	54 Avenue to City limits	1.8 north side
45 Street	From 52 Avenue to 48 Avenue	2.0 each side
45 Street	52 Avenue to intersection with 43 Street	(2672/N-86) 2.0 each side
46 Street	From 51 Avenue to 48 Avenue	2.0 each side
47 Street	52 Avenue to 48 Avenue	2.0 each side
* 48 Street	52 Avenue to the lane approximately 50.3 m west of Gaetz Avenue, and from the lane approximately 39.6 m east of Gaetz Avenue to 48 Avenue	2.0 each side
49 Street	52 Avenue to the lane east of Gaetz Ave. and from approximately 30.5 meters east of said lane to the intersection of 49 Street and Ross Street (2672/S-85)	2.0 north side
49 Street	52 Avenue to the intersection of 49 St. and Ross Street (2672/S-85)	2.0 south side

CITY OF RED DEER

CONTRACT DOCUMENTS

TABLE OF CONTENTS

Division 00	Bidding and Contract Requirements
Division 01	General Specifications
Division 02	Detailed Specifications
*Division 03	Concrete
Division 20	Specification Drawings

* NOT APPLICABLE TO THIS CONTRACT

Monsieur Wang:

4802-50 AVE
5004-48 ST

WEST PART 76-181

19-22

9/11

property owner: West Two Enterprises Ltd
R.R.#1 Site 13 Box 18
Red Deer

Ranch House: 4720-50ave

12-15/8/K

property owner: Royal Bank of Canada
Commercial Bank Centre
335-Bank SW
Calgary

Allied TV: 4721-50ave

9-11/20/K

property owner: Eileen Hipworth
4828-54st
Red Deer

Yellers: storage area:
4801-50ave

172/19/H

property owner: Mark Bourgh Properties Limited
c/o Yellers Incorporation Real Estate
5100 La-Maisonnette West
Montreal, Quebec.

BYLAW NO. 2672/H-87

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

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

- (1) Bylaw 2672, as amended, is further amended as to Section 4.4.1 by striking out the words and figures

"48 Street 52 Avenue to the lane approximately 50.3 m west of Gaetz Avenue, and from the lane approximately 39.6 m east of Gaetz Avenue to 48 Avenue"

and by inserting therefore the words and figures,

"48 Street 52 Avenue to 48 Avenue."

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

READ A FIRST TIME IN OPEN COUNCIL this day of , A.D. 1987

READ A SECOND TIME IN OPEN COUNCIL this day of , A.D. 1987

READ A THIRD TIME IN OPEN COUNCIL AND FINALLY PASSED this day of
A. D. 1987.

MAYOR

CITY CLERK

March 26, 1987

NO. 5

TO: CITY COUNCIL
FROM: C. SEVCIK, CITY CLERK
RE: BYLAW NO. 2927/87 - THE HEALTH BYLAW

Council gave First Reading to proposed Bylaw No. 2927/87, being "The Health Bylaw", and specifically pertaining the regulation of Smoking.

A Public Hearing has been advertised to be held in the Council Chambers of City Hall, Red Deer, on MONDAY, the 6TH DAY OF APRIL, 1987, at 7:00 p.m. or as soon thereafter as Council may determine.

Enclosed hereafter are copies of letters received with regard to this Bylaw.


C. SEVCIK
CITY CLERK

CS/sp
Encls.



PERSONNEL ADMINISTRATION
Departmental Services
Occupational Health &
Safety Branch

3rd Floor, Kensington Place, 10011 - 109 Street, Edmonton, Alberta, Canada T5J 3S8 403/427-4416

February 13, 1987

Mr. Kelly Kloss
Assistant City Clerk
Office of City Clerk
The City of Red Deer
P.O. Box 5008
RED DEER, Alberta
T4N 3T4



Dear Mr. Kloss:

Re: City of Red Deer Health Bylaw

Thank you for the opportunity to review and comment on the two draft Bylaws pertaining to smoking.

The purpose of the Government of Alberta's Occupational Health Service is to protect the health of provincial employees and to promote healthful working environments. Consequently, we support in principle any proposal to eliminate or reduce the hazards of tobacco smoke.

The current Government of Alberta policy is to control smoking in its workplaces through a cooperative and consultative approach. Guidelines on smoking and non-smoking in the workplace were first developed by a joint management/union occupational health and safety committee. Subsequently, each department has prepared its own policy designating both smoking and non-smoking areas. Since this approach is similar to the draft on pages 3 to 12, this draft bylaw is more consistent with our present thinking on the subject.

Yours truly,

(Mrs.) Marion Boon
Regional Occupational Health Nurse
Red Deer Region
2nd Floor, Provincial Building
Red Deer, Alberta

/ra

RED DEER COLLEGE

48.

Box 5005
Red Deer, Alberta T4N 5H5
Telephone (403) 342-3300

OFFICE OF THE PRESIDENT

February 16, 1987

Mr. Kelly Kloss
Assistant City Clerk
City of Red Deer
P.O. Box 5008
Red Deer, Alberta
T4N 3T4

Dear Mr. Kloss:

I have reviewed both drafts of the City of Red Deer Health Bylaw. I would prefer the second draft where areas are assumed to be non-smoking unless otherwise designated. I note that there is no apparent reference to the College or College facilities in the definition, but am of the opinion that we should be included.

Sincerely,


Dr. E. Luterbach
President

:lls



Red Deer Catholic Schools

49.



(403) 343-1055

Administration Offices
3827 - 39 STREET
RED DEER, ALBERTA

February 5, 1987



Mr. Kelly Kloss
Assistant City Clerk
The City of Red Deer
P.O. Box 5008
Red Deer, Alberta
T4N 3T4

Dear Mr. Kloss:

RE: City of Red Deer Health By-law

The two by-law drafts with respect to non-smoking, which you sent to me last week, were brought to the attention of the Red Deer Catholic Board of Education at its Regular Meeting of February 3, 1987.

The general comments made by our trustees centered around the problems City Council would have enforcing either of the by-laws. The question was raised as to the City's right to legislate through by-law for private businesses, etc.

Above all, our Board objected to the fact that both drafts referred to school buildings. The trustees felt that, if City Council included school buildings, it would be invading the realm of the school board. The trustees feel the school board is the body that would make rules and regulations governing practices within its buildings. In fact, as you may already know, our School Board has banned smoking in all of its school buildings, effective September, 1987.

Good luck with your work on the proposed by-law.

Yours truly,

J. Docherty
Superintendent of Schools

JD/1a



Red Deer Regional Hospital Centre

3942 - 50A Avenue
Red Deer, Alberta
T4N 4E7

MAILING ADDRESS

P.O. Bag 5030
Red Deer, Alberta
T4N 6R2

1987 02 04

Mr. Kelly Kloss
Assistant City Clerk
City of Red Deer
Box 5008
Red Deer, Alberta
T4N 3T4

Dear Mr. Kloss:

Re: City of Red Deer Health Bylaw

The Board of Trustees of the Red Deer Regional Hospital Centre, at their meeting of February 4, 1987 discussed the City's proposed bylaw to eliminate or restrict smoking in certain places.

I am pleased to advise you that the Board agreed to support draft bylaw no. 2 appearing on pages 15 - 25, indicating all areas are non-smoking areas unless otherwise designated.

The above was agreed to by motion, with only one member opposing the motion.

Yours sincerely,


G. Vanhooren
President

/mjlw



OWNERS & OPERATORS OF:

Red Deer General Hospital
3942 - 50A Avenue
343-4422

Dr. Richard Parsons Auxiliary Hospital
3929 - 52 Avenue
343-4422

Valley Park Manor Nursing Home
5505 - 60 Avenue
347-7727

Red Deer Nursing Home
4736 - 30 Street
347-4436

Westpark Nursing Home
5715 - 41 St. Cr.
346-3383

Red Deer, Alta. 51.
Dec. 16, 1986.

City of Red Deer
City Commissioners
Red Deer, Alta.

Dear Mr. Kokotails:

In regard to the proposed non-smoking bylaw, we would be in favor of a smoke-free bylaw in all public places where people gather for any function, meeting etc. I have one daughter allergic to smoke and my wife had to quit smoking on account of her health. This has kept my wife away from ^{some} functions that she likes to attend as second hand smoke ~~is~~ ^{is} even worse for her. I also am not comfortable breathing second hand smoke. We find this unfair and have had to accept it. But now since the City of Red Deer is proposing a non smoking bylaw we would like to see Red Deer go smoke free. I believe Vancouver is going smoke free.

Trusting that Red Deer will consider going smoke free. Thank you.

Yours truly,

John Heere

38 Chelms Cl.
Red Deer, Alta.
T4P 2Y2.

R. R. #1
Red Deer, Alberta
March 18, 1987

Mayor Bob McGhee
Red Deer City Hall
RED DEER, Alberta

Dear Sir;

There should be a smoking bylaw in effect in public places in Red Deer, making it a smoke-free city.

First off, smokers make lousy drivers. Smokers have 50 percent more auto accidents than non-smokers. Based on a survey of 3714 drivers who had been involved in traffic accidents or violations, smokers have 46 percent more tickets for speeding, running red lights and other violations. Alcohol use is also probably an important factor. Smokers are $3\frac{1}{2}$ times as likely as non-smokers to get arrested for drunken driving.

Secondly, butting out reduces the chance of heart attack. A study found that the risk of a non-fatal heart attack is three times higher among smokers than among those who never smoked. But when ex-smokers quit for at least two years, their risk appears to be about the same as that of people who never smoked. One person in ten may die prematurely because of heart disease brought on by smoking.

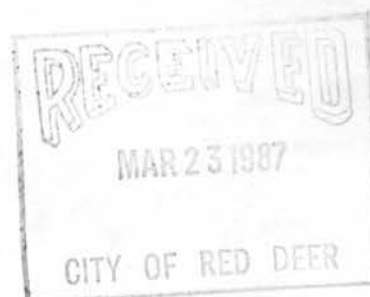
Last, and I believe most important is the effect of secondhand smoke. I believe it is the right of non smokers to be protected from the smoke of those who are smokers. It is proven to be harmful to those who do not smoke to just inhale the smoke of others.

Smoking in Red Deer should be banned from public places, eg: schools, business areas and shopping centres. It would make Red Deer a much more enjoyable and cleaner city in which to live.

Sincerely yours,

Todd Schwartz

Todd Schwartz



#205 - 13 Stanhope Avenue,
Red Deer, Alberta
T4N 0B7

March 27, 1987

City Council,
City Hall,
4914 - 48th Ave.
Red Deer, AB
T4N 3T4

Dear Sirs and Madams:

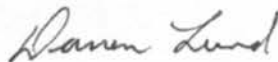
I would like to take this opportunity to thank you personally for your efforts in making Red Deer a more comfortable place to live. Your efforts to pass **Bylaw No. 2927/87** are very much appreciated by all of the non-smoking residents of this city.

The deleterious effects of tobacco smoke and its various toxic chemical emissions are well proven by extensive investigation. The present proposition to regulate the smoking habits of those addicted to nicotine is a tremendous move in the right direction.

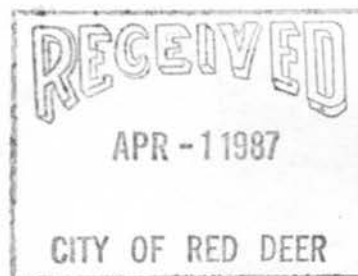
By passing this bylaw, Red Deer City Council will be making it clear (as have numerous municipalities across North America) that they respect the health of all of their citizens, and are willing to take a strong stand to protect the lungs of those who do not wish to inhale other people's smoke.

Again, congratulations on your positive efforts in proposing and hopefully passing this bylaw. You can be assured that there is some strong support in this city for this move.

Sincerely,



Darren Lund



PUBLIC NOTICE
HEALTH BYLAW NO. 2927/87



- 1) The Council of The City of Red Deer propose to pass Bylaw No. 2927/87, being a Bylaw with respect to the health of the citizens of Red Deer and the regulation of smoking.
- 2) In summary, the Bylaw provides:
 1. No person shall smoke
 - (a) in those parts of a place of public assembly which are used as a classroom, concert hall, auditorium, gymnasium, swimming pool, indoor sporting area, library, lecture hall, or in the seating area of a theatre or motion picture house, music hall, or in a display area in a museum or art gallery;
 - (b) in those parts of a school building frequented by pupils up to and including grade twelve;
 - (c) in an elevator, escalator, inside stairway or public washroom in any building generally open and accessible by the public;
 - (d) in a school bus, public bus or other form of public transportation;
 - (e) in any service line;
 - (f) in a no-smoking area.
 2. No person shall smoke in a
 - (a) place of public assembly;
 - (b) restaurant;
 - (c) reception area;
 - (d) hospital;
 - (e) health care facility;
 - (f) retail shop;
 - (g) personal services establishment;
 - (h) poolhall, bowling alley, games arcade;
 - (i) beverage room or lounge;
 - (j) place of employment after December 31, 1987
 - (k) government premises, or
 - (l) local government premisesexcept in a smoking area.
 3. No person shall smoke in a taxi-cab unless it is permitted by the consent of all passengers and the driver.
 4. That the proprietor of premises referred to in the Bylaw shall designate "Smoking" and "No Smoking" Areas.
 5. The Nature of, Text and Locations of Signs to be posted.
- 3) For a complete copy of the proposed Bylaw, **please contact the Office of the City Clerk**, City Hall, Red Deer, between the hours of 8:00 o'clock in the forenoon and 4:30 o'clock in the afternoon, Mondays to Fridays inclusive.
- 4) The Council of The City of Red Deer will hold a **Public Hearing in the Council Chambers of City Hall, Red Deer, on Monday, the 6th of April, 1987, at 7:00 p.m.** or as soon thereafter as council may determine, for the purpose of hearing objections and/or objectors to the proposed Bylaw.
- 5) Verbal representation may be made at the Public Hearing by any person or persons, the public at large, or group of residents or property owners.
- 6) No written representation or petition shall be heard by Council of The City of Red Deer unless:—
 - (a) such representation or petition is filed with the City Clerk no later than 4:30 p.m. on the Monday prior to the date of the Public Hearing;
 - (b) it contains the names and addresses of all persons making the representation, and
 - (c) it states the name and address of all persons authorized to represent a group of persons or the public at large.

DATE OF FIRST PUBLICATION of this Notice: MARCH 20, 1987

DATE OF LAST PUBLICATION of this Notice: MARCH 27, 1987

C. SEVCIK, CITY CLERK

PUBLIC NOTICE - HEALTH BYLAW NO. 2927/87

("SYMBOL")

1) The Council of The City of Red Deer propose to pass Bylaw No. 2927/87, being a Bylaw with respect to the health of the citizens of Red Deer and the regulation of smoking.

2) In summary, the Bylaw provides:

1. No person shall smoke

- (a) In those parts of a place of public assembly which are used as a classroom, concert hall, auditorium, gymnasium, swimming pool, indoor sporting area, library, lecture hall, or in the seating area of a theatre or motion picture house, music hall, or in a display area in a museum or art gallery;
- (b) in those parts of a school building frequented by pupils up to and including grade twelve;
- (c) in an elevator, escalator, inside stairway or public washroom in any building generally open and accessible by the public;
- (d) in a school bus, public bus or other form of public transportation;
- (e) in any service line;
- (f) in a no-smoking area.

2. No person shall smoke in a

- (a) place of public assembly;
- (b) restaurant;
- (c) reception area;
- (d) hospital;
- (e) health care facility;
- (f) retail shop;
- (g) personal services establishment;
- (h) poolhall, bowling alley, games arcade;
- (i) beverage room or lounge;
- (j) place of employment after December 31, 1987;
- (k) government premises, or
- (l) local government premises

except in a smoking area.

3. No person shall smoke in a taxi-cab unless it is permitted by the consent of all passengers and the driver.
 4. That the proprietor of premises referred to in the Bylaw shall designate "Smoking" and "No Smoking" Areas.
 5. The Nature of, Text, and Locations of Signs to be posted.
- 3) For a complete copy of the proposed Bylaw, please contact the Office of the City Clerk, City Hall, Red Deer, between the hours of 8:00 o'clock in the forenoon and 4:30 o'clock in the afternoon, Mondays to Fridays inclusive.
- 4) The Council of The City of Red Deer will hold a Public Hearing in the Council Chambers of City Hall, Red Deer, on Monday, the 6th day of April, 1987, at 7:00 p.m., or as soon thereafter as Council may determine, for the purpose of hearing objections and/or objectors to the proposed ~~amending~~ Bylaw.
- 5) Verbal representation may be made at the Public Hearing by any person or persons, the public at large, or group of residents or property owners.
- 6) No written representation or petition shall be heard by Council of The City of Red Deer unless:-
- (a) such representation or petition is filed with the City Clerk no later than 4:30 p.m. on the Monday prior to the date of the Public Hearing;
 - (b) it contains the names and addresses of all persons making the representation, and
 - (c) it states the name and address of all persons authorized to represent a group of persons or the public at large.

DATE OF FIRST PUBLICATION of this Notice: MARCH 20, 1987

DATE OF LAST PUBLICATION of this Notice: MARCH 27, 1987

C. SEVCIK, CITY CLERK

THE CITY OF RED DEER



OFFICE of CITY CLERK
342-8132

March 18, 1987

FIRST CLASS CABS,
c/o Len Schmelzer,
10, 4845 - 79 Street,
RED DEER, Alberta
T4P 2T4

P. O. BOX 5008

RED DEER, ALBERTA
T4N 3T4

Dear Sir/Madam:

RE: City of Red Deer Proposed Health Bylaw #2927/87

Council of the City of Red Deer has given first reading to a proposed Health Bylaw No. 2927/87, a copy of which is enclosed herewith for your information.

A public hearing will be held in the Council Chambers of City Hall, Red Deer on Monday the 6th day of April, 1987 at 7:00 P.M. or as soon thereafter as Council may determine, for the purpose of hearing objections and/or objectors to the proposed bylaw.


Verbal representation may be made at the public hearing by any person or persons, the public at large, or group of residents or property owners. No written representation or petition shall be heard by Council of the City of Red Deer unless:

- 1) such representation or petition is filed with the City Clerk no later than 4:30 P.M. on the Monday prior to the date of the public hearing;
- 2) it contains the names and addresses of all persons making the representation;
- 3) it states the name and address of all persons authorized to represent a group of persons or the public at large.

The bylaw is submitted for your information and consideration and I trust that if you have any concerns or comments relative to the bylaw proposed in this instance that you will notify this office in writing by the deadline stipulated above or that you will be present at the public hearing to make a verbal presentation.

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

Sincerely,


C. SEVCIK
City Clerk

CS/gr
Enc:

THE CITY OF RED DEER



OFFICE of CITY CLERK
342-8132

March 18, 1987

P. O. BOX 5008

RED DEER, ALBERTA

T4N 3T4

CITY CAB (1983) LTD.,
c/o Gladys Gaunt,
3, 7429 - 49 Avenue,
RED DEER, Alberta
T4P 1N2

Dear Sir/Madam:

RE: City of Red Deer Proposed Health Bylaw #2927/87

Council of the City of Red Deer has given first reading to a proposed Health Bylaw No. 2927/87, a copy of which is enclosed herewith for your information.

A public hearing will be held in the Council Chambers of City Hall, Red Deer on Monday the 6th day of April, 1987 at 7:00 P.M. or as soon thereafter as Council may determine, for the purpose of hearing objections and/or objectors to the proposed bylaw.


Verbal representation may be made at the public hearing by any person or persons, the public at large, or group of residents or property owners. No written representation or petition shall be heard by Council of the City of Red Deer unless:

- 1) such representation or petition is filed with the City Clerk no later than 4:30 P.M. on the Monday prior to the date of the public hearing;
- 2) it contains the names and addresses of all persons making the representation;
- 3) it states the name and address of all persons authorized to represent a group of persons or the public at large.

The bylaw is submitted for your information and consideration and I trust that if you have any concerns or comments relative to the bylaw proposed in this instance that you will notify this office in writing by the deadline stipulated above or that you will be present at the public hearing to make a verbal presentation.

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

Sincerely,


C. SEVCIK
City Clerk

CS/gr
Enc:

THE CITY OF RED DEER



OFFICE of CITY CLERK
342-8132

P.O. BOX 5008

RED DEER, ALBERTA
T4N 3T4

March 18, 1987

ASSOCIATED CAB (RED DEER) LTD.,
4733 - 60 Street,
RED DEER, Alberta
T4N 2Y8

Dear Sir/Madam:

RE: City of Red Deer Proposed Health Bylaw #2927/87

Council of the City of Red Deer has given first reading to a proposed Health Bylaw No. 2927/87, a copy of which is enclosed herewith for your information.

A public hearing will be held in the Council Chambers of City Hall, Red Deer on Monday the 6th day of April, 1987 at 7:00 P.M. or as soon thereafter as Council may determine, for the purpose of hearing objections and/or objectors to the proposed bylaw.


Verbal representation may be made at the public hearing by any person or persons, the public at large, or group of residents or property owners. No written representation or petition shall be heard by Council of the City of Red Deer unless:

- 1) such representation or petition is filed with the City Clerk no later than 4:30 P.M. on the Monday prior to the date of the public hearing;
- 2) it contains the names and addresses of all persons making the representation;
- 3) it states the name and address of all persons authorized to represent a group of persons or the public at large.

The bylaw is submitted for your information and consideration and I trust that if you have any concerns or comments relative to the bylaw proposed in this instance that you will notify this office in writing by the deadline stipulated above or that you will be present at the public hearing to make a verbal presentation.

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

Sincerely,


C. SEVCIK
City Clerk

CS/gr
Enc:

THE CITY OF RED DEER



OFFICE of CITY CLERK
342-8132

March 18, 1987

RED DEER REGIONAL HOSPITAL CENTRE,
3942 - 50a Avenue,
RED DEER, Alberta
T4N 4E7

P. O. BOX 5008

RED DEER, ALBERTA
T4N 3T4

Dear Sir/Madam:

RE: City of Red Deer Proposed Health Bylaw #2927/87

Council of the City of Red Deer has given first reading to a proposed Health Bylaw No. 2927/87, a copy of which is enclosed herewith for your information.

A public hearing will be held in the Council Chambers of City Hall, Red Deer on Monday the 6th day of April, 1987 at 7:00 P.M. or as soon thereafter as Council may determine, for the purpose of hearing objections and/or objectors to the proposed bylaw.


Verbal representation may be made at the public hearing by any person or persons, the public at large, or group of residents or property owners. No written representation or petition shall be heard by Council of the City of Red Deer unless:

- 1) such representation or petition is filed with the City Clerk no later than 4:30 P.M. on the Monday prior to the date of the public hearing;
- 2) it contains the names and addresses of all persons making the representation;
- 3) it states the name and address of all persons authorized to represent a group of persons or the public at large.

The bylaw is submitted for your information and consideration and I trust that if you have any concerns or comments relative to the bylaw proposed in this instance that you will notify this office in writing by the deadline stipulated above or that you will be present at the public hearing to make a verbal presentation.

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

Sincerely,


C. SEVCIK
City Clerk

CS/gr
Enc:

THE CITY OF RED DEER



OFFICE of CITY CLERK
342-8132

March 18, 1987

P. O. BOX 5008

RED DEER, ALBERTA
T4N 3T4

DAVID THOMPSON COUNTRY TOURIST ASSOC.,
4811 - 48 Avenue,
RED DEER, Alberta
T4N 3T2

Dear Sir/Madam:

RE: City of Red Deer Proposed Health Bylaw #2927/87

Council of the City of Red Deer has given first reading to a proposed Health Bylaw No. 2927/87, a copy of which is enclosed herewith for your information.

A public hearing will be held in the Council Chambers of City Hall, Red Deer on Monday the 6th day of April, 1987 at 7:00 P.M. or as soon thereafter as Council may determine, for the purpose of hearing objections and/or objectors to the proposed bylaw.

Verbal representation may be made at the public hearing by any person or persons, the public at large, or group of residents or property owners. No written representation or petition shall be heard by Council of the City of Red Deer unless:

- 1) such representation or petition is filed with the City Clerk no later than 4:30 P.M. on the Monday prior to the date of the public hearing;
- 2) it contains the names and addresses of all persons making the representation;
- 3) it states the name and address of all persons authorized to represent a group of persons or the public at large.

The bylaw is submitted for your information and consideration and I trust that if you have any concerns or comments relative to the bylaw proposed in this instance that you will notify this office in writing by the deadline stipulated above or that you will be present at the public hearing to make a verbal presentation.

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

Sincerely,

p
C. SEVCIK
City Clerk

CS/gr
Enc:

THE CITY OF RED DEER



OFFICE of CITY CLERK
342-8132

March 18, 1987

P. O. BOX 5008

RED DEER, ALBERTA
T4N 3T4

RED DEER PUBLIC SCHOOL BOARD,
4747 - 53 Street,
RED DEER, Alberta
T4N 2E6

Dear Sir/Madam:

RE: City of Red Deer Proposed Health Bylaw #2927/87

Council of the City of Red Deer has given first reading to a proposed Health Bylaw No. 2927/87, a copy of which is enclosed herewith for your information.

A public hearing will be held in the Council Chambers of City Hall, Red Deer on Monday the 6th day of April, 1987 at 7:00 P.M. or as soon thereafter as Council may determine, for the purpose of hearing objections and/or objectors to the proposed bylaw.


Verbal representation may be made at the public hearing by any person or persons, the public at large, or group of residents or property owners. No written representation or petition shall be heard by Council of the City of Red Deer unless:

- 1) such representation or petition is filed with the City Clerk no later than 4:30 P.M. on the Monday prior to the date of the public hearing;
- 2) it contains the names and addresses of all persons making the representation;
- 3) it states the name and address of all persons authorized to represent a group of persons or the public at large.

The bylaw is submitted for your information and consideration and I trust that if you have any concerns or comments relative to the bylaw proposed in this instance that you will notify this office in writing by the deadline stipulated above or that you will be present at the public hearing to make a verbal presentation.

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

Sincerely,


C. SEVCIK
City Clerk

CS/gr
Enc:

THE CITY OF RED DEER



OFFICE of CITY CLERK
342-8132

March 18, 1987

P. O. BOX 5008

RED DEER, ALBERTA
T4N 3T4

RED DEER CATHOLIC BOARD OF EDUCATION,
3827 - 39 Street,
RED DEER, Alberta
T4N 0Y6

Dear Sir/Madam:

RE: City of Red Deer Proposed Health Bylaw #2927/87

Council of the City of Red Deer has given first reading to a proposed Health Bylaw No. 2927/87, a copy of which is enclosed herewith for your information.

A public hearing will be held in the Council Chambers of City Hall, Red Deer on Monday the 6th day of April, 1987 at 7:00 P.M. or as soon thereafter as Council may determine, for the purpose of hearing objections and/or objectors to the proposed bylaw.


Verbal representation may be made at the public hearing by any person or persons, the public at large, or group of residents or property owners. No written representation or petition shall be heard by Council of the City of Red Deer unless:

- 1) such representation or petition is filed with the City Clerk no later than 4:30 P.M. on the Monday prior to the date of the public hearing;
- 2) it contains the names and addresses of all persons making the representation;
- 3) it states the name and address of all persons authorized to represent a group of persons or the public at large.

The bylaw is submitted for your information and consideration and I trust that if you have any concerns or comments relative to the bylaw proposed in this instance that you will notify this office in writing by the deadline stipulated above or that you will be present at the public hearing to make a verbal presentation.

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

Sincerely,


C. SEVCIK
City Clerk

CS/gr
Enc:

THE CITY OF RED DEER



OFFICE of CITY CLERK
342-8132

March 18, 1987

CHAMBER OF COMMERCE,
3017 Gaetz Avenue,
RED DEER, Alberta
T4N 5Y6

P.O. BOX 5008

RED DEER, ALBERTA
T4N 3T4

Dear Sir/Madam:

RE: City of Red Deer Proposed Health Bylaw #2927/87

Council of the City of Red Deer has given first reading to a proposed Health Bylaw No. 2927/87, a copy of which is enclosed herewith for your information.

A public hearing will be held in the Council Chambers of City Hall, Red Deer on Monday the 6th day of April, 1987 at 7:00 P.M. or as soon thereafter as Council may determine, for the purpose of hearing objections and/or objectors to the proposed bylaw.


Verbal representation may be made at the public hearing by any person or persons, the public at large, or group of residents or property owners. No written representation or petition shall be heard by Council of the City of Red Deer unless:

- 1) such representation or petition is filed with the City Clerk no later than 4:30 P.M. on the Monday prior to the date of the public hearing;
- 2) it contains the names and addresses of all persons making the representation;
- 3) it states the name and address of all persons authorized to represent a group of persons or the public at large.

The bylaw is submitted for your information and consideration and I trust that if you have any concerns or comments relative to the bylaw proposed in this instance that you will notify this office in writing by the deadline stipulated above or that you will be present at the public hearing to make a verbal presentation.

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

Sincerely,


C. SEVCIK
City Clerk

CS/gr
Enc:

THE CITY OF RED DEER



OFFICE of CITY CLERK
342-8132

P. O. BOX 5008

RED DEER, ALBERTA
T4N 3T4

March 18, 1987

TOWNE CENTRE ASSOCIATION OF RED DEER,
Towne Centre Mall,
#300, 4929 Ross Street,
RED DEER, Alberta
T4N 1X9

Dear Sir/Madam:

RE: City of Red Deer Proposed Health Bylaw #2927/87

Council of the City of Red Deer has given first reading to a proposed Health Bylaw No. 2927/87, a copy of which is enclosed herewith for your information.

A public hearing will be held in the Council Chambers of City Hall, Red Deer on Monday the 6th day of April, 1987 at 7:00 P.M. or as soon thereafter as Council may determine, for the purpose of hearing objections and/or objectors to the proposed bylaw.


Verbal representation may be made at the public hearing by any person or persons, the public at large, or group of residents or property owners. No written representation or petition shall be heard by Council of the City of Red Deer unless:

- 1) such representation or petition is filed with the City Clerk no later than 4:30 P.M. on the Monday prior to the date of the public hearing;
- 2) it contains the names and addresses of all persons making the representation;
- 3) it states the name and address of all persons authorized to represent a group of persons or the public at large.

The bylaw is submitted for your information and consideration and I trust that if you have any concerns or comments relative to the bylaw proposed in this instance that you will notify this office in writing by the deadline stipulated above or that you will be present at the public hearing to make a verbal presentation.

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

Sincerely,


C. SEVCIK
City Clerk

CS/gr
Enc:

THE CITY OF RED DEER



OFFICE of CITY CLERK
342-8132

March 19, 1987

PARKLAND MALL,
Administration Office,
4747 - 67 Street,
RED DEER, Alberta
T4N 6H3

P.O. BOX 5008

RED DEER, ALBERTA
T4N 3T4

Dear Sir/Madam:

RE: City of Red Deer Proposed Health Bylaw #2927/87

Council of the City of Red Deer has given first reading to a proposed Health Bylaw No. 2927/87, a copy of which is enclosed herewith for your information.

A public hearing will be held in the Council Chambers of City Hall, Red Deer on Monday the 6th day of April, 1987 at 7:00 P.M. or as soon thereafter as Council may determine, for the purpose of hearing objections and/or objectors to the proposed bylaw.

Verbal representation may be made at the public hearing by any person or persons, the public at large, or group of residents or property owners. No written representation or petition shall be heard by Council of the City of Red Deer unless:

- 1) such representation or petition is filed with the City Clerk no later than 4:30 P.M. on the Monday prior to the date of the public hearing;
- 2) it contains the names and addresses of all persons making the representation;
- 3) it states the name and address of all persons authorized to represent a group of persons or the public at large.

The bylaw is submitted for your information and consideration and I trust that if you have any concerns or comments relative to the bylaw proposed in this instance that you will notify this office in writing by the deadline stipulated above or that you will be present at the public hearing to make a verbal presentation.

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

Sincerely,

C. SEVCIK
City Clerk

CS/gr
Enc:

THE CITY OF RED DEER



OFFICE of CITY CLERK
342-8132

March 19, 1987

BOWER MALL,
Administration Office,
4900 - 28 Street,
RED DEER, Alberta
T4N 6H3

P. O. BOX 5008

RED DEER, ALBERTA
T4N 3T4

Dear Sir/Madam:

RE: City of Red Deer Proposed Health Bylaw #2927/87

Council of the City of Red Deer has given first reading to a proposed Health Bylaw No. 2927/87, a copy of which is enclosed herewith for your information.

A public hearing will be held in the Council Chambers of City Hall, Red Deer on Monday the 6th day of April, 1987 at 7:00 P.M. or as soon thereafter as Council may determine, for the purpose of hearing objections and/or objectors to the proposed bylaw.

Verbal representation may be made at the public hearing by any person or persons, the public at large, or group of residents or property owners. No written representation or petition shall be heard by Council of the City of Red Deer unless:

- 1) such representation or petition is filed with the City Clerk no later than 4:30 P.M. on the Monday prior to the date of the public hearing;
- 2) it contains the names and addresses of all persons making the representation;
- 3) it states the name and address of all persons authorized to represent a group of persons or the public at large.

The bylaw is submitted for your information and consideration and I trust that if you have any concerns or comments relative to the bylaw proposed in this instance that you will notify this office in writing by the deadline stipulated above or that you will be present at the public hearing to make a verbal presentation.

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

Sincerely,

C. SEVCIK
City Clerk

CS/gr
Enc:

RED DEER TWILIGHT HOMES FOUNDATION

4809 - 34 STREET, RED DEER, ALBERTA T4N 0P2 Phone (403) 343-0680

March 4, 1987

City Clerk
City of Red Deer
P. O. Box 5008
Red Deer, Alberta
T4N 3T4



Dear Sir:

Re: No Smoking By-law

We would like to receive a copy of the most recent by-law enacted by the City of Red Deer. If there is a charge for the by-law copy, please advise.

This Foundation manages a number of senior citizen apartment buildings. These buildings have large common areas where the residents gather for social functions.

We would like to be aware of our obligations as they relate to providing non-smoking areas.

Yours very truly,

A handwritten signature in cursive script, appearing to read "Florence Long".

Florence Long
Administrator

Hold

*Phoned Mrs Long
87/03/06*

*- she wants copy
of new bylaw when
its passed.*

JUST NONSMOKERS

as if everyone smokes. Most

800,000 Canadians have kicked the bit... and more are quitting every day. Canadians 15 years of age and older.

are no longer a silent majority, and mind if you smoke. And they're seeing they see tobacco smoke as a dirty air. And new research gives them a reason to defend themselves. It's second-hand smoke can have serious effects on nonsmokers.

ING

is a very complex mixture of gases and particles. There are hundreds of chemical compounds in tobacco and many are created when tobacco burns. Some of the most hazardous compounds are carbon monoxide, cadmium, ammonia, benzene, formaldehyde, hydrogen sulphide. And dozens of others. Any one alone can assault the body. Together, they make a deadly menace it is.

When a smoker inhales, researchers have found that two-thirds of the smoke from a burning cigarette goes into the environment. The percentage of pollution from second-hand smoke is even higher. The amount of carbon monoxide generated by a cigarette, in fact, is twice as high as from a cigarette smoked simultaneously.

M SMOKE

When one lights a cigarette or cigar or pipe, smoke enters the atmosphere from two sources. Most important for nonsmokers is *sidestream* smoke, which is drawn directly into the air from the burning end of the cigarette. There is also *mainstream* smoke, which is the smoke that the smoker pulls through the mouthpiece or she inhales or puffs.

nonsmokers are also exposed to mainstream smoke after the smoker exhales it.

A cigarette smoker inhales—and exhales—mainstream smoke eight or nine times with each cigarette for a total of about 24 seconds. But the cigarette burns for 12 minutes and pollutes the air continuously with sidestream smoke. Smokers can keep cigars and pipes burning for a much longer time. The pollution lingers long after.

The fascinating fact is that sidestream smoke—the smoke from the burning end—has higher concentrations of noxious compounds than the mainstream smoke inhaled by the smoker. Some studies show there is *twice* as much tar and nicotine in sidestream smoke compared to mainstream. And *three* times as much of a compound called 3-4 benzpyrene, which is suspected as a cancer-causing agent. *Five* times as much carbon monoxide, which robs the blood of oxygen. And *50* times as much ammonia.

There is also evidence that there is even more cadmium in sidestream smoke than in mainstream. Cadmium is now under investigation as one of the compounds in cigarette smoke that damages the air sacs of the lungs and causes emphysema. Once cadmium gets into your lungs, it stays there.

CARBON MONOXIDE

Carbon monoxide is colourless, odourless gas created by incomplete combustion. Car exhaust puts it in the air. So does tobacco smoke.

While it is extremely difficult to measure the amount of tar or cadmium in someone's lungs or body before death, it is relatively easy to measure the levels of carbon monoxide in the blood.

When you inhale carbon monoxide, the gas bumps oxygen molecules out of your red blood cells and forms a new compound called carboxyhemoglobin, which can be measured. As the amount of this compound increases in your blood, the cells of the body become starved for oxygen.

One study shows that after only 30 minutes in a smoke-filled room the carbon

monoxide level in the nonsmoker's blood increases as well as the blood pressure and heart beat.

HAZARDOUS LEVELS

What levels of carbon monoxide are hazardous? Canada's National Air Quality Objectives show that 13 p.p.m. (parts per million) carbon monoxide is the maximum acceptable concentration over an eight hour period. In Canadian industry the level of carbon monoxide which is regulated under either the federal or provincial governments is approximately 50 p.p.m. for an eight hour workday, 40 hour week. (ACGIH-TLVs)

Given this as a baseline, how much carbon monoxide do cigarettes send into the air?

Researchers have found that smoking seven cigarettes in one hour—even in a ventilated room—created carbon monoxide levels of 20 p.p.m. In the seat next to the smoker, the level shot up to 90 p.p.m., almost twice the maximum set for industry. Smoking ten cigarettes in an enclosed car also produced carbon monoxide levels up to 90 p.p.m. The carbon monoxide level in the blood of nonsmokers as well as smokers in the car *doubled*.

When nonsmokers were exposed to these levels, the carbon monoxide level in their blood not only doubled within the first hour, **but doubled again during the second hour.**

When nonsmokers leave a smoky environment, it takes hours for the carbon monoxide to leave the body. Unlike oxygen which is breathed in and then out again in minutes, carbon monoxide in the blood lasts for hours. After three or four hours, half of the excess carbon monoxide is still in the bloodstream.

EFFECTS OF THE GAS

Some studies indicate that with these levels of carbon monoxide in the blood, people—including drivers—cannot distinguish relative brightness, lose some ability to judge time intervals, and take longer to respond to tail-

lights. They also show impairment on some psychomotor tests. High levels of carbon monoxide in the blood cause a physiologic stress in heart disease. A resultant lack of oxygen can be fatal for people who already have heart disease.

Animals exposed to carbon monoxide levels from 50 to 100 p.p.m. for several weeks showed damage to the heart.

OTHER COMPOUNDS

Not enough research has been done on the effects on nonsmokers of second-hand tobacco smoke. For example, formaldehyde is a poison that attacks the enzymes. It is not found in cigarette smoke. But the concentration in cigarette smoke is 1600 p.p.m. Long-term exposure to levels above 10 p.p.m. is considered hazardous.

Nitrogen dioxide is another compound that can damage the lungs. Levels in the air are considered dangerous if the smoke contains 250 p.p.m.

ANIMAL RESEARCH

Some researchers have exposed animals to second-hand smoke over a period of several years. A significant number of animals developed severe bronchitis, and some had bronchial tubes that constricted with the lungs. Rabbits exposed to 20 cigarettes per day for several years developed emphysema, damage to the air sacs in the lungs.

Dogs exposed to cigarette smoke for one year suffered damage to lung tissues. Rats exposed to cigarette smoke for 45 minutes a day for several months showed twice as many lung lesions as a control group.

The exact parallel between animal and human exposure in smoke is difficult to determine at this stage, but some of the implications are clear.

EFFECTS ON CHILDREN

Parents who smoke at home expose their children to second-hand smoke. Symptoms in some asthmatic children

asthma attacks. Many adults as well as children are sensitive to tobacco smoke and have caused asthma attacks. Parents should not let their smoking to separate rooms from these children or, better yet, should not smoke altogether.

Among nonasthmatic children, a team of researchers found that respiratory illnesses occur twice as often to young children whose parents smoked at home compared to children of nonsmoking parents.

A survey of 441 nonsmokers divided into two groups—those with a history of allergies and those without—70 percent of both groups reported eye irritations caused by smoke. Among the nonallergic groups, 30 percent reported headaches and nasal discomfort. 55 percent experienced coughs as a result of tobacco smoke.

SMELLS

Smoke and odors are immediately noticeable elements in tobacco smoke as well as pyridine. Pyridine is a strong chemical that is produced when nicotine burns. A trace of a minute amount in the air is distinctly unpleasant odors.

Smoke penetration is so intense that when you light a cigarette, cigar or pipe in an enclosed environment, the air-conditioning hands can jump as much as 600 degrees to control odor.

An intriguing finding from air-conditioning research is that the human body attracts tobacco smoke. Burning tobacco smoke has a high electrical potential, whereas a grounded human body has a low one. Smoke in a room gravitates and clings to surfaces in much the same way as iron filings to a magnet.

Odors linger on. Chemicals in tobacco smoke called aldehydes and ketones have a penetrating smell, while the tars stick to your skin and your clothes. But tobacco smoke is not sensitive to the smell because the destructive effects of smoke on the lining of his or her nose.

NONSMOKER'S BILL OF RIGHTS

In January 1975 many government bodies, community organizations and lung associations in Canada ratified the Nonsmoker's Bill of Rights.

This Bill of Rights affirms:

The Right to Breathe Clean Air

Nonsmokers have the right to breathe clean air, free from harmful and irritating tobacco smoke. This right supersedes the right to smoke when the two conflict.

The Right to Speak Out

Nonsmokers have the right to express—firmly but politely—their discomfort and adverse reactions to tobacco smoke. They have the right to voice their objections when smokers light up without asking permission.

The Right to Act

Nonsmokers have the right to take action through legislative channels, social pressures or any other legitimate means—as individuals or in groups—to prevent or discourage smokers from polluting the atmosphere and to seek the restriction of smoking in public places.

Here's what nonsmokers can do:

- Let family, friends, co-workers and strangers know you mind if they smoke.
- Put stickers, buttons, and signs in your home, car, and office.
- Always request seating in nonsmoking sections when you travel.
- Support legislation to restrict smoking or set up smoke-free areas in public places.
- Ask your doctor and dentist to restrict smoking in their waiting rooms and to establish no-smoking regulations in all health care facilities, including hospitals.
- Propose no-smoking resolutions at organizations and club meetings.
- Encourage hotels and restaurants to establish no-smoking areas.
- Contact your lung association to help organize groups to provide a smokeless environment for people who do not smoke.

Ask your "Christmas Seal" association for these informative leaflets:

Air Pollution	Lung Cancer
Asthma	Pipe & Cigar Smoking
Chronic Bronchitis	Pleurisy
Chronic Cough	Pneumonia
Cigarette Smoking	Second-Hand Smoke
Common Cold	Shortness of Breath
Dust Disease	Smoking and the Two of You
Emphysema	TB Outside the Lungs
Farmer's Lung	Tuberculin Skin Test
Flu (Influenza)	Tuberculosis
Hay Fever	Your Lungs
	You're Young, You're Female and You Smoke

For information on how to quit smoking -- and to stay quit -- contact your Lung Association

Distributed By
THE CHRISTMAS SEAL PEOPLE
Alberta Lung Association
10618 - 124th Street
EDMONTON - Alberta
T5N - 3X4

"Christmas Seals," bequests, and memorial gifts fight lung disease. It's a matter of life and breath.*

YOUR  LUNG ASSOCIATION
The "Christmas Seal" People

Second Hand Smoke

Are you a nonsmoker shy about defending yourself against inconsistent laws?

Or are you a smoker who doesn't realize you inflict on others?

Find out the effects of tobacco smoke.

Take A Stand At The Lung Association

December 3, 1986

TO: ALDERMAN KOKOTAILO

FROM: CITY CLERK

RE: SMOKING BYLAW

Council of the City of Red Deer at its meeting held on Monday, December 1, 1986, passed the following resolutions with regard to the above noted matter.

"RESOLVED that City Council in cooperation with the Red Deer Health Unit undertake the development of a smoking bylaw which would limit smoking in certain public places, and which would provide a legal basis for enforcement of non-smoking areas in semi public and private places, according to the wishes of the proprietor."

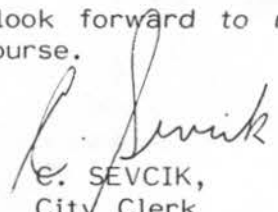
"RESOLVED that Council of the City of Red Deer hereby appoint Alderman Kokotailo to Chair an Ad Hoc Committee with regard to development of a Smoking Bylaw for the City of Red Deer."

In accordance with the above noted decision, we would request that you appoint an Ad Hoc Committee for the purpose of preparing a draft smoking bylaw for Council's consideration. In this regard I am enclosing herewith a copy of Bylaw 2853/85, being the City of Red Deer current smoking bylaw which will either require amendment or repeal.

In view of the complexity of this matter, we trust that you will involve the City Solicitor in the preparation of the Bylaw called for in this instance. Also please feel free to call on the service of our department with regard to meeting arrangements, minute taking, etc.

Also, on behalf of Council, I wish to thank you for the arrangements you made in presenting the very informative film on smoking. Please convey our thanks and appreciation to those who made the film available to us on the evening of December 1st.

Trusting you will find this satisfactory and we look forward to receipt of a draft bylaw for Council's consideration in due course.


E. SEVCIK,
City Clerk

Alderman Kokotailo

c.c. City Commissioners
 City Solicitor
 Personnel Manager
 Bylaws & Inspection Manager
 Fire Chief
 Fire Marshal
 Director of Community Services
 Red Deer Health Unit
 Clerk Steno II, Donna

SECRETARIAT
April 6 / 87



SMOKING BY-LAWS IN CANADA



By-Law #2927/87

To Regulate Smoking

BY-LAW #2927/87

This by-law regulations deal with smoking in many indoor places and in the workplace. The majority of Canadians are non-smokers. This by-law takes the view that non-smoking is the norm. One cannot assume that they can smoke in an enclosed structure, one must ascertain whether the premise provides a smoking area. Signage is the responsibility of the proprietor of any premise.

DOES THE CITY OF RED DEER HAVE THIS AUTHORITY?

Yes. Section 112 of the Municipal Government Act, R.S.A. 1980, Chapter M-26 provides as follows:

"A council may pass by-laws that are considered expedient and are not contrary to this or any other act, a) for the peace, order and good government of the municipality, b) for promoting the health, safety, morality and welfare thereof."

WHY HAVE A BY-LAW?

Legislation will reduce exposure to secondhand smoke which will reduce the unpleasant effects of exposure, reduce risks to health and create a healthier environment in which to live and work.

WHERE WOULD SMOKING BE BANNED COMPLETELY?

Smoking is not permitted in the following areas:

- . a no-smoking area
- . in any service line
- . elevators, escalators and inside stairways
- . public washrooms
- . school or public bus or other public transportation
- . in a taxi-cab unless it is permitted by the consent of all passengers and the driver.

AND

The parts of buildings used as:

- . classrooms
- . concert halls
- . auditoriums
- . gymnasiums
- . swimming pools
- . indoor sporting area
- . libraries
- . lecture halls
- . seating areas in theatres or cinemas
- . display areas in museums or art galleries
- . parts of schools frequented by pupils up to and including grade twelve

The proprietor of a place of public assembly (such as those listed above) may designate not more than 50% of the floor area of the building structure, place, or area that is generally open to the public as a smoking area, provided that the smoking area shall not be placed in any of the areas listed above.

WHAT DOES THIS MEAN?

For example, if a ice arena's proprietor wishes to establish a smoking area, certain restrictions apply. No smoking is allowed in the sporting area. Smoking may be permitted in the lobby area if the proprietor chooses to establish a smoking area. This smoking area cannot occupy more than 50% of the lobby area.

WHAT ABOUT OTHER PLACES?

The proprietor of a:

- . reception area
- . hospital
- . health care facility
- . retail shop
- . personal service establishment
- . poolhall, bowling alley, games arcade
- . beverage room or lounge
- . place of employment
- . government or local government premises

may designate all or any part of such premises as a smoking area. If no area within these premises is designated as a smoking area then the entire premise is considered a non-smoking area.

HOW IS ONE'S PLACE OF EMPLOYMENT AFFECTED?

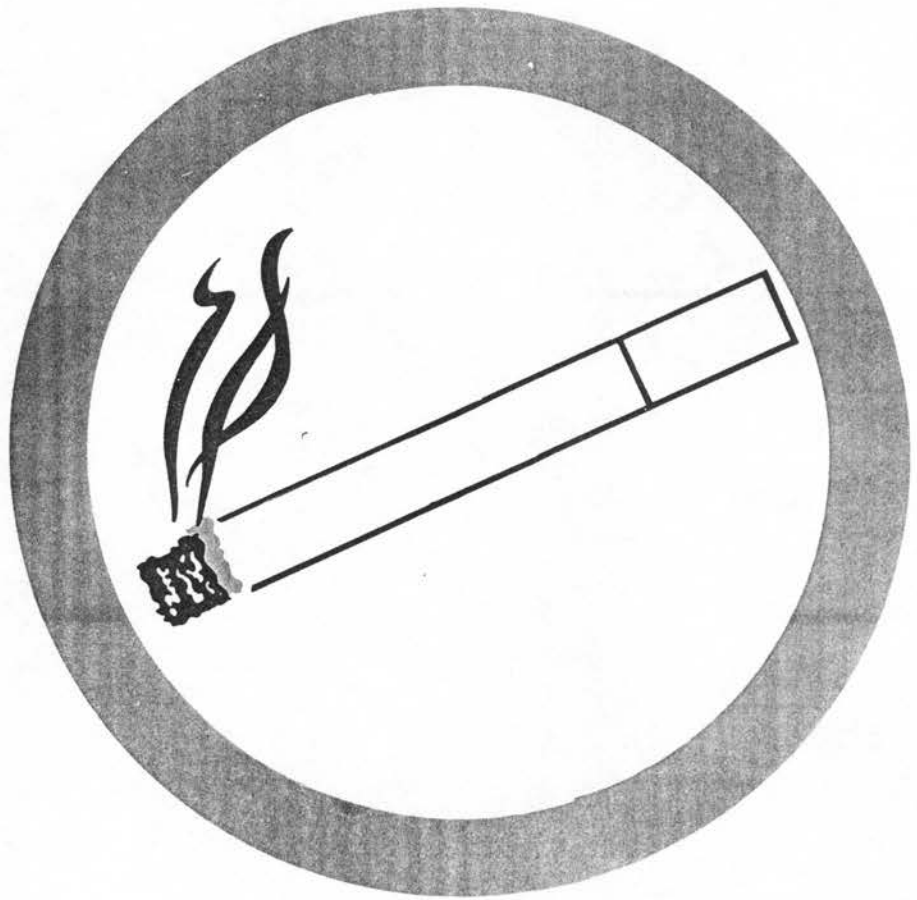
Council of the City and the Medical Health Officer of the Red Deer Regional Health Unit believe that voluntary and involuntary exposure to smoking is hazardous to health and that significant numbers of the working population of Red Deer may be involuntarily exposed to such hazard in the work place.

Council strongly encourages employers and workers to adopt policies to eliminate or restrict smoking in the work place. Employers are encouraged to consult with workers on the issue and the following are recommended as acceptable minimum criteria:

- (a) the employer/proprietor will take all reasonable steps to ensure that no person shall be involuntarily exposed to smoking in the workplace;
- (b) any smoker may object to the employer or other person having control about smoking in his or her workplace. The employer will attempt to reach a reasonable accommodation, insofar as possible between the preferences of smoking workers and those who do not wish to be exposed to smoke.

- (c) If an accommodation cannot be reached which is satisfactory to all of the affected workers in any given workplace, then the preference of workers who do not want their air polluted by smoking shall prevail and the proprietor shall prohibit smoking in the work place to the end that those workers will work in an smoke-free environment.





Restaurants Effectives:

No person shall smoke in a rest
except in a ⁵⁰ ft² area. The Prop of a
rest having a seat cap of not less than 20
must design a min of 35% of the floor
area as non smoking.

PUBLIC NOTICE - HEALTH BYLAW NO. 2927/87

("SYMBOL")

1) The Council of The City of Red Deer propose to pass Bylaw No. 2927/87, being a Bylaw with respect to the health of the citizens of Red Deer and the regulation of smoking.

2) In summary, the Bylaw provides:

1. No person shall smoke

- (a) In those parts of a place of public assembly which are used as a classroom, concert hall, auditorium, gymnasium, swimming pool, indoor sporting area, library, lecture hall, or in the seating area of a theatre or motion picture house, music hall, or in a display area in a museum or art gallery;
- (b) in those parts of a school building frequented by pupils up to and including grade twelve;
- (c) in an elevator, escalator, inside stairway or public washroom in any building generally open and accessible by the public;
- (d) in a school bus, public bus or other form of public transportation;
- (e) in any service line;
- (f) in a no-smoking area.

2. No person shall smoke in a

- (a) place of public assembly;
- (b) restaurant;
- (c) reception area;
- (d) hospital;
- (e) health care facility;
- (f) retail shop;
- (g) personal services establishment;
- (h) poolhall, bowling alley, games arcade;
- (i) beverage room or lounge;
- (j) place of employment after December 31, 1987;
- (k) government premises, or
- (l) local government premises

except in a smoking area.

3. No person shall smoke in a taxi-cab unless it is permitted by the consent of all passengers and the driver.
 4. That the proprietor of premises referred to in the Bylaw shall designate "Smoking" and "No Smoking" Areas.
 5. The Nature of, Text, and Locations of Signs to be posted.
- 3) For a complete copy of the proposed Bylaw, please contact the Office of the City Clerk, City Hall, Red Deer, between the hours of 8:00 o'clock in the forenoon and 4:30 o'clock in the afternoon, Mondays to Fridays inclusive.
- 4) The Council of The City of Red Deer will hold a Public Hearing in the Council Chambers of City Hall, Red Deer, on Monday, the 6th day of April, 1987, at 7:00 p.m., or as soon thereafter as Council may determine, for the purpose of hearing objections and/or objectors to the proposed ~~amending~~ Bylaw.
- 5) Verbal representation may be made at the Public Hearing by any person or persons, the public at large, or group of residents or property owners.
- 6) No written representation or petition shall be heard by Council of The City of Red Deer unless:-
- (a) such representation or petition is filed with the City Clerk no later than 4:30 p.m. on the Monday prior to the date of the Public Hearing;
 - (b) it contains the names and addresses of all persons making the representation, and
 - (c) it states the name and address of all persons authorized to represent a group of persons or the public at large.

DATE OF FIRST PUBLICATION of this Notice: MARCH 20, 1987

DATE OF LAST PUBLICATION of this Notice: MARCH 27, 1987

C. SEVCIK, CITY CLERK

Being a By-law of the City of Red Deer with respect to the health of the citizens of Red Deer and the regulation of smoking.

WHEREAS section 112 of the Municipal Government Act, R.S.A. 1980, Chapter M-26 provides as follows:

"A council may pass by-laws that are considered expedient and are not contrary to this or any other act, a) for the peace, order and good government of the municipality, b) for promoting the health, safety, morality and welfare thereof."

AND WHEREAS it has been determined that smoking, and second-hand tobacco smoke is a health hazard and a public nuisance because of its adverse effect upon and risk to the health of the inhabitants of the City of Red Deer;

AND WHEREAS it is desirable for the health, safety, and welfare of the inhabitants of the City of Red Deer to provide for regulating smoking for the better protection of persons from conditions injurious to health in accordance with the provisions of this by-law;

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

SHORT TITLE

1. This by-law may be cited as "The Health by-law".

DEFINITIONS

2. In this by-law,
 - (a) "beverage room" or "lounge" - means any premises which have been licensed for the sale of liquor pursuant to the provisions of the Liquor Control Act of Alberta;
 - (b) "City" - means the City of Red Deer, a municipal corporation of the Province of Alberta, and includes the area contained within the boundaries of the City where the context so requires;
 - (c) "government premises" - means any office or premises of the Government of Canada, the Government of the Province of Alberta and any agency thereof or a Crown Corporation;
 - (d) "health care facility" - includes any place in which medical, dental, optical, physiotherapy, chiropractic or other similar health services are provided or arranged;
 - (e) "Hospital" - means an institution operated for the care of

diseased, injured or sick people, and shall include the common public areas of nursing homes or senior citizen homes;

- (f) "local government premises" - means City Hall, and any City or County of Red Deer No. 23 premises or offices;
- (g) "no smoking area" - means an area in which smoking is prohibited pursuant to this by-law;
- (h) "personal services establishment" - means any place in which a service to or on the body of another person is provided in exchange for money or services, and includes but is not limited to a barber shop, beauty parlour, health spa, massage parlour, tattoo shop, sauna and steam bath;
- (i) "place of employment" - means any indoor place of work other than
 - (i) a private home which also serves as a place of work, or
 - (ii) a place of work occupied solely by an independent contractor or only by the partners to a partnership,and includes any parts of a retail shop used exclusively by the employees of such premises, but does not include a reception area;
- (j) "place of public assembly" - means any building or portion thereof where the public may gather for such purposes as entertainment, recreation, deliberation, business or amusement, but does not include a place where a private social function is being held;
- (k) "post" - includes the act of keeping continuously displayed;
- (l) "private social function" - means a special social event for which an entire room or hall has been exclusively reserved, and at which attendance is limited to people who have been specifically invited or designated by the sponsor thereof, but does not include events which are held privately for the purpose of business, sales or education;
- (m) "proprietor" - means
 - i) the occupant or owner, or his agent or representative, of premises referred to in this by-law and includes any person in charge thereof or anyone who controls, governs or directs the activity carried on therein. In respect of premises

occupied by more than one occupant, "owner" shall mean, in respect of the common areas of the premises, the legal owner or his agent or representative and in respect of those portions of the premises that are occupied by persons other than the legal owner, "owner" shall mean the occupant or his agent or representative. In the event that the occupants fail to exercise its discretion under this By-law, then the legal owner or his agent or representative may exercise such discretion on behalf of the occupant;

- ii) the owner or driver of a taxi-cab;
- (n) "public washrooms" - means any washroom or lavatory open to the general public;
- (o) "reception area" - means the space used by an office or any business establishment for the receiving of customers, clients, patients or other persons dealing with such office or establishment;
- (p) "restaurant" - means any place of business where food or refreshments are prepared to order and sold for human consumption on the premises and includes a restaurant, lunch counter or cafeteria but does not include an outdoor dining area or outdoor food stall;
- (q) "retail shop" - means any building, or booth, stall or place where goods are exposed, auctioned or offered for sale at retail to the general public, but does not include:
 - (i) any beverage room, canteen, club or lounge included in the term "licensed premises" as defined in The Liquor Licensing Act; and
 - (ii) any place where the major or only trade or business carried on is that of custom blending of tobaccos or the sale of tobaccos, pipes, cigars, cigarettes or smoker's sundries; and
 - (iii) any restaurant.
- (r) "school building" - means a building provided or managed by a Board of School Trustees or independent persons or organizations for the education of individuals up to and including the level of Grade 12;
- (s) "seating capacity" - means the number of seats provided for use by patrons or customers for the consumption of food while seated;

- (t) "service line" - means an indoor line of two or more persons awaiting service of any kind, regardless of whether or not such service involves the exchange of money, including but not limited to sales, provision of information, transactions, or advice, and transfers of money or goods, but does not include a service line at a private social function;
- (u) "smoke or smoking" - means the inhaling, exhaling, burning or carrying of a lighted cigarette, cigar, pipe or other lighted smoking equipment burning tobacco or any other weed or substance, but does not include smoking by actors as part of a stage or theatrical performance;
- (v) "smoking area" - means an area, designated by the proprietor, in which smoking is permitted;
- (w) "taxicab" - means any taxicab licensed pursuant to the provisions of the City Taxi Business By-law to carry on business in the City;

AREAS OF ABSOLUTE PROHIBITION

3. No person shall smoke

- (a) in those parts of a place of public assembly which are used as a classroom, concert hall, auditorium, gymnasium, swimming pool, indoor sporting area, library, lecture hall, or in the seating area of a theatre or motion picture house, music hall, or in a display area in a museum or art gallery;
- (b) in those parts of a school building frequented by pupils up to and including grade twelve;
- (c) in an elevator, escalator, inside stairway or public washroom in any building generally open and accessible by the public,
- (d) in a school bus, public bus or other form of public transportation;
- (e) in any service line.
- (f) in a no-smoking area.

SMOKING AREAS

4. (1) No person shall smoke in a

- a) place of public assembly;
- b) restaurant;
- c) reception area;
- d) hospital;

- e) health care facility;
- f) retail shop;
- g) personal services establishment;
- h) poolhall, bowling alley, games arcade;
- i) beverage room or lounge;
- j) place of employment after December 31, 1987;
- k) government premises, or
- l) local government premises

except in a smoking area.

- (2) No person shall smoke in a taxi-cab unless it is permitted by the consent of all passengers and the driver.

- 5. (1) The proprietor of a
 - a) reception area,
 - b) hospital,
 - c) health care facility,
 - d) retail shop,
 - e) personal services establishment,
 - f) poolhall, bowling alley, games arcade,
 - g) beverage room or lounge, or
 - h) place of employment
 - i) government premises, or
 - j) local government premises

may designate all or any part of such premises as a smoking area.

- (2) The proprietor of a restaurant having a seating capacity of more than 20 persons may designate in one location not more than 65 % of the floorarea thereof used for the seating and service of customers as a smoking area.
- (3) The proprietor of a place of public assembly other than those set forth in sections 5(1) and 5(2) of this By-law may designate not more than 50 % of the floor area of the building structure, place, or area that is generally open to the public as a smoking area, provided that
 - a) the smoking area shall not be placed in any area described in section 3(a) or (c), and
 - b) any area described in section 3(a) or (c) shall not be used in the calculation of the floor area for the purposes of this section.
- (4) The proprietor or driver of a taxi cab may designate the taxi cab as a smoking area from time to time subject to the consent of the driver and the passengers actually occupying the taxi cab.
- (5) The proprietor of any indoor premises not specifically listed in this section may designate all or any portion of such premises as a no-smoking area.

- 6. A smoking area:

- (a) shall be fully identified by means of signs as provided for in section 7;
- (b) shall be designed, constructed or arranged to ensure that smoke or gas resulting from smoking is minimized in adjacent no - smoking areas.
- (c) shall not exceed the size limitations imposed by any other section of this by-law;
- (d) shall not include any part of the premises to which non-smokers may need access, and
- (e) shall not include any area in which smoking is prohibited pursuant to any fire by-law, regulation or statute.

SIGNS

- 7. (1) The proprietor of any premises in which smoking is prohibited pursuant to this by-law shall post a no-smoking sign within the building in proximity to the main public entrance of such place and conspicuously in at least one location on each floor therein which shall contain the text:
 - (a) "no smoking in this building", or
 - (b) "no smoking in these premises" or
 - (c) "no smoking in this area".
- (2) The proprietor of any premises who designates a smoking area shall
 - a) post a sign at the main public entrance thereto and conspicuously in at least one location therein a smoking sign bearing the text:
 - (i) "Smoking permitted in this building", or
 - (ii) "Smoking permitted in these premises", and
 - (iii) "Smoking permitted only in a designated smoking area", or
 - b) shall conspicuously post in the smoking area not less than two signs bearing the text "Smoking permitted in this area only", and
 - c) shall conspicuously post in any remaining no-smoking area a sign bearing the text "No Smoking in this area".
- (3) The proprietor of a taxicab shall post a sign in a conspicuous position in the taxicab clearly visible to the passengers therein, containing, in letters not less than 1/2" in height, the text:
 - (a) "Smoking permitted only by consent of all passengers", or
 - (b) (i) "No Smoking", or

- (ii) a sign in accordance with Schedule "A".
- (4) A proprietor who finds a person smoking in a no-smoking area shall request such person to stop smoking.
- 8. (1) With the exception of signs posted in taxi cabs, all signs required to be posted pursuant to this by-law shall conform to the following specifications:
 - (a) signs shall contain the text "City of Red Deer Health By-law",
 - (b) a no smoking sign shall be in one of the following formats:
 - (i) a sign in accordance with the design attached as schedule A to this by-law, showing a burning cigarette surrounded by a red circle with a diagonal red line drawn through the burning cigarette, or
 - (ii) a written sign including the text "no smoking" or as specified in the applicable section of this by-law or
 - (iii) a combination of (i) and (ii) above
 - (c) A smoking sign shall be in accordance with one of the following formats:
 - (i) a sign in accordance with the design attached as Schedule "B" in this by-law showing a burning cigarette surrounded by a green circle, or
 - (ii) a written sign including the text "smoking permitted" or as specified in the applicable section of this by-law, or
 - (iii) a combination of (i) and (ii) above.
- (2) Signs shall consist of at least two contrasting colours, or if the lettering is to be applied to a clear panel then the lettering shall contrast to the colour of the background.
- (3) Lettering may be in either upper or lower case or a combination thereof, and the size of lettering shall be not less than 2", regardless of whether or not the lettering is in upper or lower case.
- (4) No person shall remove, alter, conceal, deface or destroy any sign posted pursuant to this by-law.

PENALTIES

- 9. (1) Any proprietor who contravenes any of the provisions or requirements of this by-law is guilty of an offence and is liable upon summary conviction to a minimum penalty of \$ 100.00.
- (2) Any other person who contravenes any of the provisions or requirements of this by-law is guilty of an offence and is liable upon summary conviction to a

minimum penalty of \$ 30.00.

10. The offence ticket in the form and content which is set forth in Schedule "C" annexed hereto and made part of this by-law is hereby prescribed and approved as the offence ticket to be issued for any contravention of this by-law.
11. Where a peace officer, by-law enforcement officer or a member of the Canadian Corp. of Commissionaires, has reasonable grounds to believe a person has contravened any of the sections of this by-law he may issue and serve upon such person an offence ticket in the form prescribed.
12.
 - (1) Where payment of the penalty for an offence ticket issued for contravention of any section of this by-law is received by the City within 7 days of the date of service of the offence ticket, the penalty specified in Section 9 shall be reduced by \$ 10.00 and such reduced payment shall be accepted in lieu of prosecution.
 - (2) Where payment of the penalty for an offence ticket issued for contravention of any section of this by-law is received by the City within 8 to 15 days from the date of service of the offence ticket, the penalty specified in Section 9 shall be reduced by \$ 5.00 and such reduced payment shall be accepted in lieu of prosecution.
 - (3) If at any time after the expiry of 15 days from the date of service of the offence ticket and up to but not including the seven days prior to the return date of that summons, a person tenders to the City payment in full of the amount of the prescribed penalty, payment shall be accepted in lieu of prosecution.
 - (4) If the person upon whom such offence ticket is served fails to pay the required sum within the times hereinbefore limited, the provisions of this section for acceptance of payment in lieu of prosecution do not apply.
13. Should a person not pay the penalty provided for contravention of any section of this by-law and a prosecution be entered against him, he shall be liable on summary conviction to pay a minimum fine equal to the penalty stated in the said offence ticket, plus court costs and in default of payment of the penalty and costs imposed by the court, to a term of imprisonment not exceeding three months.
14. Nothing in this by-law shall,
 - (a) prevent any person from exercising his right to defend any charge laid for contravention of any sections of this by-law, or
 - (b) prevent any peace officer, by-law enforcement officer or a member of the Canadian Corp. of Commissionaires in lieu of serving an offence ticket, from laying an information or complaint against any person for contravention of any section of this by-law.
15. Should any provision of this by-law be found to be invalid it is the express wish of the Council for the City that such invalid portion be severed and that the remainder of the by-law be maintained.

16. Prior to December 31, 1987, the policy of the City with respect to smoking in a place of employment is as set forth in Schedule D hereto. Failure to conform to such policy shall not be an offence under this by-law.
17. By-law 2853/85 is hereby repealed upon this by-law coming into full force.
18. This by-law shall come into full force _____ months following third reading.

READ A FIRST TIME IN OPEN COUNCIL this 9 day of March, A.D. 1987.

READ A SECOND TIME IN OPEN COUNCIL this _____ day of _____, A.D. 1987.

READ A THIRD TIME IN OPEN COUNCIL this _____ day of _____, A.D. 1987.

MAYOR

CITY CLERK





SMOKING
CITY OF RED DEER

- A. PAYMENTS ACCEPTED BY CITY CASHIER
4914 - 48TH AVENUE RED DEER BETWEEN
THE HOURS OF 8:00 A.M. TO 4:30 P.M.
MONDAY TO FRIDAY, EXCEPT HOLIDAYS.
- B. AFTER HOURS PAYMENTS CAN BE PLACED
IN THE NIGHT DEPOSITORY AT 4914 - 48TH
AVENUE, RED DEER EAST SIDE OF BUILDING.
- C. PAYMENTS CAN BE MAILED TO THE CITY OF
RED DEER P.O. BOX 3008 RED DEER
ALBERTA T4N 3T4.
- D. TO QUALIFY FOR CIRCLED PENALTY LESS
10.00 PAYMENT MUST BE RECEIVED BY CITY
CASHIER WITHIN 7 DAYS OF OFFENCE DATE.
- E. TO QUALIFY FOR CIRCLED PENALTY LESS
5.00 PAYMENT MUST BE RECEIVED BY CITY
CASHIER BETWEEN 8 AND 15 DAYS FROM
DATE OF OFFENCE.
- F. AFTER 15 DAYS THE CIRCLED PENALTY IS
APPLICABLE.



THE CITY OF RED DEER

 4914 - 48TH AVENUE,
RED DEER, ALBERTA T4N 3T4
THIS TAG ISSUED FOR BREACH
OF SECTION

D056147

TRAFFIC BYLAW DOG BYLAW HIGHWAY TRAFFIC
ACT 1975

1	2	3	4
PENALTY			
12.00	15.00	20.00	25.00
30.00	35.00	40.00	

A) PENALTY REDUCED \$10.00 IF PAYMENT RECEIVED BY CITY CASHIER WITHIN
7 DAYS.B) PENALTY REDUCED \$5.00 IF PAYMENT RECEIVED BY CITY CASHIER BETWEEN
8 & 15 DAYS.

C) NO REDUCTION IN PENALTY AFTER 15 DAYS

VEHICLE LICENSE NO

MAKE

DATE	MONTH	YEAR	TIME	A.M.	P.M.
		19	:	<input type="checkbox"/>	<input type="checkbox"/>

OFFENCE AND LOCATION

☐ METER VIOLATION

NAME	METER NO
ADDRESS	ISSUER

YOU MAY AVOID PROSECUTION FOR THIS OFFENCE BY PAYING THE PENALTY
REQUIRED WITHIN 22 DAYS, TO THE ADDRESS INDICATED ABOVE

FAILURE TO COMPLY WILL RESULT IN

PROSECUTION IN THE PROVINCIAL COURT OF ALBERTA.

DO NOT DETACH

PENALTY MAY BE REMITTED BY MAIL (CHEQUE OR MONEY
ORDER ONLY) OR BY DEPOSITING IN BOX PROVIDED AT
CITY HALL. TAG MUST ACCOMPANY PAYMENT.RECEIPT SUPPLIED ON REQUEST IF SENDER'S NAME AND
ADDRESS ARE FURNISHEDFURTHER INFORMATION REQUIRED REGARDING THIS
OFFENCE MAY BE OBTAINED FROM THE BYLAW DEPT.,
THE CITY OF RED DEER.CASH REGISTER FIGURES
CONSTITUTE A RECEIPT
FROM THE CITY OF RED DEER
FOR THE AMOUNT SHOWNCOMPLETE TAG MUST BE PRESENTED.
SEE REVERSE SIDE FOR ADDITIONAL INFORMATION.

D056147

SCHEDULE" D" TO THE HEALTH BY-LAW
COUNCIL POLICY ON SMOKING IN THE WORKPLACE

Council of the City and the Medical Health Officer of the Red Deer Health Unit believe that voluntary and involuntary exposure to smoking is hazardous to health and that significant numbers of the working population of Red Deer may be involuntarily exposed to such hazard in the work place.

Council strongly encourages employers and workers to adopt policies to eliminate or restrict smoking in the work place. Employers are encouraged to consult with workers on the issue and the following are recommended as acceptable minimum criteria:

- (a) the employer/proprietor will take all reasonable steps to ensure that no person shall be involuntarily exposed to smoking in the workplace;
- (b) any smoker may object to the employer or other person having control about smoking in his or her workplace. The employer will attempt to reach a reasonable accommodation, insofar as possible between the preferences of smoking workers and those who do not wish to be exposed to smoke.
- (c) If an accommodation cannot be reached which is satisfactory to all of the affected workers in any given workplace, then the preference of workers who do not want their air polluted by smoking shall prevail and the proprietor shall prohibit smoking in the work place to the end that those workers will work in a smoke-free environment.

MEMORANDUM

April 7, 1987

TO: Ad Hoc Health Bylaw Committee

FROM: City Clerk


RE: The Health Bylaw No. 2927/87

In accordance with Council's wishes, a hearing was advertised in regard to the above noted bylaw for Monday, April 6, 1987, commencing at 7:00 p.m.

At the above noted public hearing, there was only one representation made, that being Mr. R. Schnell on behalf of the Red Deer Public School Board. It is the School Board's contention that Council is treading in the domain of the School Board by attempting to make regulations with regard to smoking in School buildings. In support of the Board's contention, Mr. Schnell quoted Section 72 of the School Act and requested that Council delete any reference whatsoever in the Health Bylaw to properties under the jurisdiction of the School Board.

Following considerable discussion, the matter was tabled for a period of four weeks on a motion by Alderman Kokotailo in order that some of the concerns expressed might be considered by the Ad-Hoc Committee and also to review the matter of signage, specifically with reference to Schedules A & B.

This matter is once again therefore being referred to the Ad Hoc Committee and we trust that the Committee will be in communication with the School Board in an endeavor to head off any confrontation in this area. A further report is anticipated from the Committee for inclusion on the May 4 Council agenda.



C. Sevcik
City Clerk

c.c. City Solicitor



RED DEER REGIONAL PLANNING COMMISSION

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

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

Telephone: (403) 343-3394

March 30, 1987

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

Dear Sir:

Re: Day Care Location - Proposed Land Use Amendments 2672/I-87

As per City Council resolution dated March 23, 1987 regarding the above, we are enclosing herewith the required Land Use amendment for City Council's consideration.

Yours truly,

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

MUNICIPALITIES WITHIN COMMISSION AREA

CITY OF RED DEER—TOWN OF BLACKFALDS—TOWN OF BOWDEN—TOWN OF CARSTAIRS—TOWN OF CASTOR—TOWN OF CORONATION—TOWN OF DIOSBURY—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 DELBURN—VILLAGE OF DONALDA—VILLAGE OF ELNORA—VILLAGE OF GADSBY—VILLAGE OF HALKIRK—VILLAGE OF MIRROR—SUMMER VILLAGE OF BIRCHCLIFF—SUMMER VILLAGE OF GULL LAKE—SUMMER VILLAGE OF HALF MOON BAY—SUMMER VILLAGE OF NORGLINWOLD—SUMMER VILLAGE OF ROCHON SANDS—SUMMER VILLAGE OF WHITE SANDS—SUMMER VILLAGE OF JARVIS BAY—COUNTY OF LACOMBE No. 14—COUNTY OF MOUNTAIN VIEW No. 17—COUNTY OF PAINTERTH No. 18—COUNTY OF RED DEER No. 23—COUNTY OF STETTTLER No. 6—MUNICIPAL DISTRICT OF CLEARWATER No. 99

Commissioner's Comments

Council will recall that the following resolution was passed at the March 23 meeting:

"RESOLVED that Council of The City of Red Deer, having considered recommendations from the Municipal Planning Commission re: Day Care Location Report - Policy hereby approve said recommendations as presented to Council March 23, 1987, and hereby agree as follows:

1. that a land use bylaw amendment be prepared to provide for day care facilities as a discretionary use in C1, C2, C3, C4, P1, PS, R1, R2 and R3 districts.
2. that the Council resolution of July 21, 1986, re: day care centres be amended by inserting the words 'may' following the words, 'therefore be it resolved that a lot' in the last paragraph thereof.
3. that a land use bylaw amendment be prepared to remove the exception made in the Cronquist Business Park for day care facilities."

Draft bylaw 2672/I-87 provides in accordance with the above resolution. We would recommend Council give the said bylaw First Reading following which it will be necessary to advertise for a Public Hearing.

"R. J. McGHEE"
Mayor

March 25, 1987

TO: F.C.S.S. BOARD

FROM: CITY CLERK

RE: LONG RANGE PLAN FOR RED DEER DAY CARE SERVICES

I would advise that the aforementioned matter was considered at the Council meeting held on Monday, March 23, 1987 and at which meeting Council passed motions as quoted hereunder.

1. "RESOLVED that Council of the City of Red Deer hereby agree that the Long Range Plan for Red Deer Day Care Services as presented to Council March 23, 1987 be accepted in principle."
2. "RESOLVED that Council of the City of Red Deer having considered a long range plan for Red Deer Day Care Services and having considered comments from the Commissioners as presented to Council March 23, 1987, hereby agree not to support any further commitments to day care at this time.

Council further agree that the Day Care Management Board continue to monitor the day care situation to ascertain if the demand is being met by the private sector and should this not prove to be the case, the recommendations in the said report be brought back for Council's further consideration."

3. "RESOLVED that Council of the City of Red Deer having considered recommendations from the Municipal Planning Commission re: Day Care Location Report - Policy hereby approve said recommendations as presented to Council March 23, 1987, and hereby agree as follows:
 1. that a land use bylaw amendment be prepared to provide for day care facilities as a discretionary use in C1, C2, C3, C4, P1, PS, R1, R2 and R3 districts.
 2. that the Council resolution of July 21, 1986, re: day care centres be amended by inserting the word "may" following the words, "therefore be it resolved that a lot" in the last paragraph thereof.
 3. that a land use bylaw amendment be prepared to remove the exception made in the Cronquist Business Park for day care facilities."

The above is submitted for your information and guidance.

By way of a copy of this memo we are requesting the Planning Commission to bring forward a Land Use Bylaw Amendment as called for in Resolution No. 3 quoted above.

Trusting you will find this satisfactory.

C. SEVCIK,
City Clerk

CS/gr

c.c. Day Care Management Board
FCSS Director
Director of Community Services
Day Care Administrator
MPC
Urban Planning Section Manager

BYLAW NO. 2672/I-87

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

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

- (1) Section 6.2.1.3 is amended by adding the following use:
(16) Day Care facilities
- (2) Section 6.2.3.3 is amended by adding the following use:
(4) Day Care facilities
- (3) Section 6.4.1.3 is amended by adding the following use:
(16) Day Care facilities
- (4) Section 6.5.1.3 is amended by adding the following use:
(9) Day Care facilities
- (5) Section 6.6.1.3 is amended by adding the following use to Special Residential
(5) Day Care facilities
- (6) Section 6.6.2.3 is amended by adding the following to Special Residential Use
(7) Day Care facilities
- (7) Section 6.6.3.2 is amended by deleting the following use:
(7) Day Care facilities,
and adding the following use to Special Residential uses:
(5) Day Care facilities
- (8) Section 4.13.1 is amended by deleting the following use:
(23) Day Care facilities,
Lot 1-3 inclusive, Block 2, Plan 782-0286
- (9) This Bylaw shall come into force upon the final passing hereof.

READ A FIRST TIME IN OPEN COUNCIL this day of A.D. 1987

READ A SECOND TIME IN OPEN COUNCIL this day of A.D. 1987

READ A THIRD TIME IN OPEN COUNCIL AND FINALLY PASSED this day of
A.D. 1987.

MAYOR

CITY CLERK

BYLAW NO. 2672/I-87

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

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

- (1) Section 6.2.1.3 is amended by adding the following use:
(16) Day Care facilities
- (2) Section 6.2.3.3 is amended by adding the following use:
(4) Day Care facilities
- (3) Section 6.4.1.3 is amended by adding the following use:
(16) Day Care facilities
- (4) Section 6.5.1.3 is amended by adding the following use:
(9) Day Care facilities
- (5) Section 6.6.1.3 is amended by adding the following use to Special Residential
(5) Day Care facilities
- (6) Section 6.6.2.3 is amended by adding the following to Special Residential Use
(7) Day Care facilities
- (7) Section 6.6.3.2 is amended by deleting the following use:
(7) Day Care facilities
- Section 6.6.3.3 is amended by*
(8) ~~and~~ adding the following use to Special Residential uses:
(5) Day Care facilities
- 9 (8) Section 4.13.1 is amended by deleting the following use:
(23) Day Care facilities,
Lot 1-3 inclusive, Block 2, Plan 782-0286
- 10 (9) This Bylaw shall come into force upon the final passing hereof.

READ A FIRST TIME IN OPEN COUNCIL this day of A.D. 1987

READ A SECOND TIME IN OPEN COUNCIL this day of A.D. 1987

READ A THIRD TIME IN OPEN COUNCIL AND FINALLY PASSED this day of
A.D. 1987.

MAYOR

CITY CLERK

MEMORANDUM

April 7, 1987

TO: Red Deer Regional Planning Commission

FROM: City Clerk

RE: Land Use Bylaw Amendments 2672/G-87, 2672/H-87, 2672/I-87, 2672/J-87, 2672/K-87

I would advise that Council of the City of Red Deer at its meeting held on Monday, April 6, 1987, gave first readings to the above noted bylaws.

Bylaw 2672/G-87 provides for the redesignation of Lot 2, Block 14, Plan 812-0222 in the Heritage Business Park, to allow for development of a food store and district shopping facilities.

Bylaw 2672/H-87 provides for a 2 m setback on both sides of 48 Street between 52 Ave. and 48 Ave.

Bylaw 2672/I-87 provides for day care facilities as a discretionary use in C1, C2, C3, C4, P1, PS, R1, R2 and R3 districts, and removes the exception made in the Cronquist Business Park for day care facilities.

Bylaw 2672/J-87 provides for the redesignation of 5406 - 43 Street from I1 to C3.

Bylaw 2672/K-87 provides for the redesignation of Lot 22 (104 Boyce St.) to R3.D216 and Lot 4 (86 Bell St.) to R3.D200.

Enclosed herewith is a copy of the aforesaid bylaws. This office will not proceed with advertising for public hearings to be held on Monday, May 4, 1987.

Trusting you will find this satisfactory.


C. Sevcik
City Clerk

Encl.

c.c. Dir. of Engineering Services
City Assessor
Bylaws & Inspections Mgr.
E.L. & P. Mgr.
Dir. of Community Services
F.C.S.S. Manager
Council & Committee Secy., Wilma
Economic Dev. Mgr.
Fire Chief
Parks Mgr.
Day Care Administrator

March 31, 1987

NO. 7

TO: CITY COUNCIL
FROM: MAYOR McGHEE
RE: COUNCIL MEETING - JUNE 1, 1987

As Council is aware, the June 1 Council meeting is scheduled during the week of the FCM Conference. It appears that we will not have a quorum of Council for said meeting, and accordingly we would recommend that Council cancel the June 1, 1987 meeting at this time.

This will enable the staff and public to plan their agenda items around the other Council meetings scheduled in May and June.

"R. J. McGHEE"
Mayor

MEMORANDUM

April 7, 1987

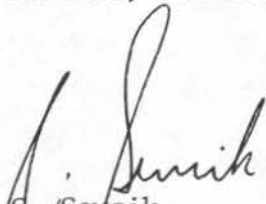
TO: Members of Council
City Commissioners
Directors
Department Heads

FROM: City Clerk

RE: Council Meeting June 1, 1987, cancelled

Council agreed at the Council Meeting of April 6, 1987, that the Council Meeting scheduled for June 1, 1987, be cancelled in view of the fact that same is during the week of the F.C.M. Conference.

We trust that you will plan your agenda items around the other Council meetings scheduled in May and June. Council meetings are scheduled for May 4, May 19, June 15, and June 29.



G. Sevcik
City Clerk

c.c. Urban Planning Section Mgr.
City Solicitor

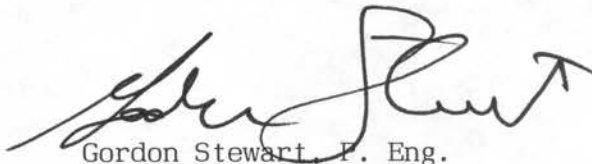
NO. 8

March 26, 1987

TO: City Clerk
FROM: Project Engineer
RE: UMA ENGINEERING LTD.
KENTWOOD EXTENSION - ENGINEERING AGREEMENT

Attached please find the insurance and four copies of the Agreement for the above Project to be executed by City Officials. The insurance has been approved by the Director of Finance. Upon completion, retain one copy of the Agreement and the insurance for your files and return the remaining three to this Office.

Thank you.


Gordon Stewart, P. Eng.
Project Engineer

/emg
attach

Commissioner's Comments

We would recommend Council approve the agreement between the City and U.M.A. Engineering Ltd. for the project - Kentwood Extension.

"R. J. McGHEE"
Mayor

STANDARD FORM OF AGREEMENT BETWEEN CLIENT AND ENGINEER

THIS AGREEMENT made in duplicate the 14th day of January in the year 19 87

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

Submitted to City Council

hereinafter called the "Client",

and UMA Engineering Ltd.
4920 - 54 Street
Red Deer, Alberta

Date: April 6/87

hereinafter called the "Engineer"

WHEREAS the Client has requested the Engineer to perform the engineering services hereinafter set out and the Engineer has agreed to perform such services on and subject to the terms and conditions hereinafter contained.

NOW in consideration of the mutual promise hereinafter contained it is hereby agreed as follows:

ARTICLE I. PROJECT:

The Engineer will perform the engineering services as set out in Article II hereof for the following project and branches thereof:

Kentwood Subdivision consisting of the following:

1. Construction of underground sewer, water services, roads, sidewalks, lanes and pregrading for a 40 lot subdivision located in the south half of Section 32, as per attached plan of subdivision in Appendix "A".
2. Construction of Kennedy Drive from 37 Street to lane north of access to subdivision.
3. Other related items of work as instructed by the Client.

ARTICLE II. ENGINEERING SERVICES:

See Attached.

ARTICLE III. FEES:

The Client agrees to pay the Engineer the following fees, expenses and disbursements for furnishing the engineering services described in Article II:

See Attached.

ARTICLE II. ENGINEERING SERVICES

PART "A"

1. Preliminary Engineering Services including pre-design, field surveys and cost estimates as further defined in Appendix A, UMA Engineering Ltd. letter dated November 26, 1986, Preliminary Engineering.
2. Geotechnical Services (Third Party) including field drilling, laboratory testing, pavement design and report as further defined in Appendix "A", Hardy BBT Limited letter dated November 26, 1986.
3. Design Services including preparation of engineering design, drawings and specifications with appropriate Contract Documents for tendering including shallow utility company coordination as further defined in Appendix A, UMA Engineering Ltd. letter dated November 26, 1986, Detailed Design and as further clarified in Appendix A, UMA Engineering Ltd. letter dated December 17, 1986.
4. Coordination of shallow utility servicing during design and construction as further defined in Appendix A, UMA Engineering Ltd. letter dated November 26, 1986, Shallow Utility Coordination.

PART "B"

5. Services during tendering including preparation of tender documents, recommendations of award and preparation of Contract Documents.
6. General Engineering Services including periodic site inspections and administration of the Contract Documents on behalf of the City of Red Deer as further defined in Appendix A, UMA Engineering Ltd. letter dated November 26, 1986, General Engineering Services during Construction.
7. Field Services including field surveys, site inspections and quantity calculations as further defined in Appendix A, UMA Engineering Ltd. letter dated November 26, 1986, Resident Engineering Services during Construction.
8. Record Drawings including recording of details of construction for the purposes of preparing record drawings as further defined in Appendix A, UMA Engineering Ltd. letter dated December 17, 1986.
9. Engineering Services during maintenance period including periodic inspections and preparation of Final Acceptance Certificates as further defined in Appendix A, UMA Engineering Ltd. letter dated November 26, 1986.
10. Special Engineering Services for additional work such as may be required including consultative and advisory services not otherwise provided in this contract as may be required by the Client. This work shall be performed only when the Engineer is instructed in writing by the Client based on agreed Terms of Reference and approved Engineering Budget.

ARTICLE III. FEES

1. As set out in Article II, Items 1, 3, 4, 5, 6, 8, 9 and 10 above, at an hourly rate for staff time in accordance with the following fee schedule.

Project Engineer	\$70.00/hr
Design Engineer	\$35.00/hr
Drafting	\$25.00/hr
Clerical	\$15.00/hr

In addition, the Engineer shall be reimbursed for all expenses and disbursements incurred in the performance of the services plus 10% mark-up.

2. As set out in Article II, Item 2, third party charges billed at cost to the Client.
3. As set out in Article II, Item 7, at an hourly rate for staff time in accordance with the following fee schedule.

Field Inspector	\$30.00/hr
Surveyor	\$25.00/hr
Rodman	\$17.50/hr

In addition, the Engineer shall be reimbursed for all expenses and disbursements incurred in the performance of the services plus 10% mark-up.

4. The Engineers fee schedule identified under Items 1 and 3 shall remain in effect until December 31, 1987 at which time the Engineer's revised fee schedule based on adjustments to actual payroll costs shall be used for calculation fees under this Agreement.
5. The estimated charges to the Client for services under Article II including expenses are as follows:

Preliminary Engineering	\$3,000.00
Design Services	\$16,000.00
Geotechnical Services	\$1,600.00
Shallow Utility Coordination	\$1,500.00
General Engineering Services	\$6,500.00
Field Engineering Services	\$26,000.00
Record Drawings	\$1,000.00
Services During Maintenance Period	\$1,500.00
Special Engineering Services	<u>Undetermined</u>
Total	\$57,100.00

6. Upon signing of this Agreement, the Engineer is hereby approved to proceed with Part "A" of the Agreement with fees not to exceed \$22,000.00. If it is decided to proceed with construction of the project the City at its sole discretion may or may not authorize the Engineer to proceed under Part "B" of this Agreement. In any event the Engineer shall not proceed under Part "B" until receiving written approval from the Client to proceed.

ARTICLE V. PROFESSIONAL FEASIBILITY INSURANCE

1. The Engineer shall maintain in force while the Agreement is in effect, professional and public liability insurance providing coverage of not less than \$1,000,000.00 for damage caused by or arising out of any errors, omissions, or negligent act or malpractice in rendering the professional services.



UMA Engineering Ltd.
Engineers, Planners & Surveyors

4920 54th Street, Red Deer, Alberta, Canada T4N 2G8, Telephone (403) 342-1141, Telex 038-3259

November 26, 1986

City of Red Deer
P.O. Box 5008
Red Deer, Alberta
T4N 3T4

Attention: Gord Stewart, P. Eng.

Dear Sir:

Re: Kentwood Extension Subdivision

Per our meeting of November 24, 1986, we are pleased to be given the opportunity to submit our proposal to provide Engineering Services to the City of Red Deer for the above mentioned subdivision. Due to our involvement with the adjacent site, we are quite familiar with this 8 acre parcel and how the area is to be serviced from the proposed adjacent development.

The proposed site is located N.E. of the intersection of 77th Street and Kennedy Drive in north Red Deer. From the plan forwarded to us, the site contains approximately 40 lots. The project is to include development of these lots with sewer, water, storm, services, roads, lanes and sidewalks plus the construction of Kennedy Drive from 77th Street to the lane north of the access into the subdivision. From our initial review of the project, we would estimate the cost of servicing the site and constructing Kennedy Drive to be in the \$650,000.00 to \$700,000.00 range.

Based on the above project, we propose to offer the following services for the development of the project:

1. Preliminary Engineering

- Obtaining and reviewing all significant data relating to the project.
- Examine how the site can be serviced due to the changes in the layout from our original examination.
- Meeting with City, Planning Commission and legal surveyor to discuss layout and servicing of the site.
- Discussions with Electric Light and Power Department, Northwestern Utilities and Alberta Government Telephones for servicing for the site with shallow utilities.

City of Red Deer
Attention: Gord Stewart, P. Eng.

1. Preliminary Engineering (Continued)

- Upon the City of Red Deer clearing the right-of-ways and easements undertake a preliminary survey to obtain ground elevations of roads, lanes and where possible lot elevations.
- Predesign servicing of the site and cost estimate and review with City of Red Deer.

2. Geotechnical Report

- Third party as per attached.

3. Detail Design

- Upon being commissioned by the City of Red Deer and an approved tentative plan being available from the legal surveyor, proceed with detailed design of the subdivision.
- Detailed design will include design grades for prelevelling sanitary, storm, water, building services, lanes, roads and sidewalks.
- Prepare detailed drawings and specifications for the servicing.
- Drawings and specifications will be divided into two documents; Underground/Pregrading and Surface Work.
- Drawings will be similar to documents prepared for other developers and will include title page/drawing index, site plan, pregrading plan, 3 plan profile sheets and building grade plan for Underground Servicing and title page/drawing index, street and lane grading plan for internal subdivision, and one plan profile for Kennedy Drive for the surface works, all to 1:500 scale on B1 size sheets.
- Review of detailed design with City at 50% and 100% complete including preparation of cost estimate and final review.
- Preparation of tender documents and assist the City during tendering of the project.
- Review of tenders received including recommendation for Award of Contract.
- Preparation of contract documents for signature by both parties.

City of Red Deer
Attention: Gord Stewart, P. Eng.

4. Shallow Utility Coordination

- Discussions with shallow utility companies during the preliminary engineering phase to discuss servicing requirements and alignments.
- During design stage, obtain line assignments and review to avoid conflicts with deep services or other shallow utilities.
- Obtain easement requirements for shallow utility servicing and underground services and submit to legal surveyor for preparation of easement plan.
- Scheduling of shallow utility servicing including assistance and discussions that may arise during construction.

5. General Engineering During Construction

- Preconstruction meeting with Contractor to discuss project, timing and procedures to be followed in the implementation of the project.
- Administer the project on behalf of the City of Red Deer.
- Coordinate the activities of the Contractor with the City of Red Deer and other forces in order that time schedules are maintained.
- Guidance to the Contractor in the interpretation of the plans and specifications including periodic field inspection by the Project Engineer to see that plans and specifications are adhered to.
- Preparation and certification of progress claims for payment.
- Reviewing requests for extras by the Contractor and recommendations to the City of Red Deer for payment including setting up the required documentation.
- Conduct periodic site visits and bi-weekly construction meetings with the City, the Contractor or other interested parties including reporting to the City on progress of work to date.
- Organizing material testing services during construction with the firm selected by the City of Red Deer and interpretation of the test results.
- Final inspection and preparation of CCC for signature by all parties.

6. Resident Engineering Services During Construction

- Represent and administer the Contract in the field on behalf of the City of Red Deer.
- Inspection services including periodic inspection during construction with full time inspection services during critical stages of construction to see that the Contractor adheres to the drawings and specifications.

City of Red Deer

Attention: Gord Stewart, P. Eng.

6. Resident Engineering Services During Construction (Continued)

- Coordinate the activities of the Contractor in the field with others in order that time schedules are maintained.
- Construction survey layout including setting of base line and grades for the Contractor and checking of Contractor's grades.
- Quantity surveys including calculation of quantities for payment.
- Attending all on-site and construction meetings including progress reports to the City of Red Deer.
- Final inspection after construction completion including monitoring corrections of deficiencies by the Contractor.
- Noting construction deviations during construction and place on field set of drawings.

7. Engineering Services During Maintenance Period

- Engineering services during maintenance period including noting of repairs, accessing responsibility of damages and monitoring corrections.
- Final inspections after maintenance period including preparation of FAC for signing by all parties.

The above tasks outline the services normally required to complete development of the subdivision other than material testing services which are normally third party. Since UMA Engineering Ltd. provides this service we would be prepared to assist you further in this regard, a matter that can be discussed separately at a later date. Should the City of Red Deer require additional tasks to be carried out on the project, we would be prepared to discuss the tasks required and include them in our services.

For the project we propose to utilize Mr. G. Will, P. Eng. as Project Engineer. Mr. Will has been Project Engineer on all land development projects done in the City of Red Deer including the adjacent Kentwood Subdivision. His duties will be client contact, direction of design team, preparation of specifications and tender documents, administer the contracts on behalf of the City and assigning and directing UMA Engineering Ltd. staff on the project. Mr. C. Suchy, E.I.T. will carry out most of the design under the direction of the Project Engineer. He will also be responsible for resident engineering services during construction. Survey assistance will be provided as required including surveyor and rodmen. Mr. Suchy was the Designer of the adjacent Kentwood Subdivision and therefore is quite familiar with this site. Mr. Richard Routley and Mr. Jeff Mustard will carry out the drafting duties. Other staff will be assigned as necessary to meet schedules.

City of Red Deer
Attention: Gord Stewart, P. Eng.

For the project, we would suggest the following schedule, considering that the planning services and clearing of right-of-way is required.

Tasks	Start	Completion
- Award of project	December 1	December 8
- Review of servicing requirement for site including meetings	December 8	December 19
- Clearing of right-of-way by City		January 9
- Approval of tentative plan		January 19
- Field survey, pre-design and review	January 12	January 19
- Detailed design	January 20	February 16
- Review of design and approval to proceed with tendering		March 2
- Permit to construct	March 2	March 20
- Tendering	March 6	March 20
- Award contract	March 23	April 6

For construction servicing, we would expect that underground servicing would take 4 weeks followed by pregrading of the streets and lanes for electrical and gas servicing. Services of shallow utilities would take 4 to 6 weeks. Road construction including sidewalks and gravelling would take approximately 4 weeks. Pavement would take less than a week but may be delayed until next year. Lane construction would take approximately 2 weeks but may be concurrent with other construction. Completion of the subdivision would be difficult to determine based on the above and also due to the fact that underground servicing could not commence until services from the adjacent site was completed to the boundary. We would suggest the construction servicing schedule be discussed further with yourself. From the start of the project to tendering, the schedule presented is tentative and will hinge on key meetings or council meetings and therefore this schedule may possibly be improved upon. All staff assigned to the project is currently available to work on the project for the tasks assigned.

As suggested in our meeting, our fees would be on an hourly rate to a maximum budget. We therefore have established our budget according to the tasks outlined and our estimated hours to complete the tasks. For the budget amounts below, we have no problem with establishing this as maximum budget other than resident engineering and engineering services during the maintenance period. For the resident engineering services we have based our estimate on a maximum of 12 weeks

City of Red Deer
Attention: Gord Stewart, P. Eng.

construction. Upon selection of the Contractor, we would like the opportunity to review this budget since the speed of the Contractor will be a controlling factor. For services during the maintenance period, activities of house builders in the area may be a controlling factor as to the repair work required.

Our hourly rate for staff assigned to the project for 1987 will be as follows:

<u>Office Services</u>	- Project Engineer (G. Will)	\$70.00/hr
	- Design Engineer (C. Suchy)	\$35.00/hr
	- Drafting	\$25.00/hr
	- Secretary	\$15.00/hr
<u>Field Services</u>	- Resident Engineer (C. Suchy)	\$30.00/hr
	- Surveyor	\$25.00/hr
	- Rodman	\$17.50/hr

Expenses and disbursements will be billed at cost plus 10% Third Party Charges will be billed at cost. Estimated total budgets including expenses are as follows:

Preliminary Engineering	\$ 3,000.00
Design	\$16,000.00
Geotechnical	\$ 1,600.00
Shallow Utility Coordination	\$ 1,500.00
General Engineering	\$ 6,500.00
Resident Engineering	\$26,000.00
As-Builts	\$ 1,000.00
Engineering Services During Maintenance	\$ 1,500.00
Total	<u>\$57,100.00</u>

For design services, we have assumed that 25 sets of drawings and specifications will be required for tendering the underground servicing and 20 sets for the surface works. Our estimate for expenses is based on this amount. Should additional sets be required they will be billed extra. For the above costs, approximately \$17,000.00 plus completion of the Geotechnical Report will be required to complete the design, ready for tendering.

Page 7

City of Red Deer
Attention: Gord Stewart, P. Eng.

We present this proposal for your consideration and ask that you contact this office should you wish further clarification. Our experience in this area will be a benefit to the City of Red Deer in order that the schedules as presented can be met. We therefore look forward to being of service to you in the near future on this project.

Yours very truly,

UMA ENGINEERING LTD.

G. M. Will, P. Eng.
Manager, Red Deer Region



UMA Engineering Ltd.
Engineers, Planners & Surveyors

4920 54th Street, Red Deer, Alberta, Canada T4N 2G8, Telephone (403) 342-1141, Telex 038-3259

December 18, 1986

City of Red Deer
P.O. Box 5008
Red Deer, Alberta
T4N 3T4

Attention: Gord Stewart, P. Eng.

Dear Sir:

Re: Kentwood Extension Subdivision

As a follow-up to your letter of December 10, 1986 and our phone conversation of December 12, 1986, we have reviewed your comments and offer the following:

Shallow Utilities

We will revise our overall site plans to a scale of 1:1000 to be consistent with other plans required. The shallow utilities will then be either placed on the sewer and water site plan or on a separate plan, depending upon how cluttered the drawing will be.

Separate Utility Plans

This item was included as part of our as-built drawings on the assumption the City would provide the base plan. We can provide the base plan since we will be producing a site plan at 1:1000 scale and can take sepias of this.

Plan Profile

Regarding the plan portion of the drawing having two separate plan views, one of the Road/Lane and one of the Utilities, we can accommodate this change but this may result in a cluttered plan view. Also this may be confusing since there will be separate Contracts for Streets and Underground. This point can be discussed further prior to detailed drafting. For the plan profiles for all the streets, we had proposed only a plan profile for Kennedy Drive. To accommodate the streets in the subdivision, this probably would require one or two plan profile sheets.

Page 2

City of Red Deer
Attention: Gord Stewart, P. Eng.

As-Built Drawings

Upon completion of the project, the construction drawings would be revised and the originals forwarded to you.

For the changes suggested, we should be able to complete the project within the budgets previously presented, since the changes only amount to some additional drafting time.

We trust this will clarify our proposal and we can be of services to you on this project in the near future.

Yours very truly,

UMA ENGINEERING LTD.

G. M. Will, P. Eng.
Manager, Red Deer Region



Hardy BBT Limited

CONSULTING ENGINEERING & PROFESSIONAL SERVICES

RIX403

November 26, 1986

U.M.A. Engineering Ltd.
4920 - 54 Street
Red Deer, Alberta
T4N 2G8

Attention: Mr. Garry Will, P.Eng.

Dear Sir:

Re: Kentwood Properties

Further to our telephone conversation of this date, Hardy BBT Limited is pleased that our firm may be of further assistance to the City of Red Deer and U.M.A. Engineering Ltd. on this project.

As part of completing the site layout and design of services and roadways, some additional information on the soil and groundwater conditions will be required. This information will be used to complete the design of the pavement sections, highlight potential construction concerns and comment on requirements for weeping tile subdrainage systems for basement structures.

It is proposed that a brief field drilling program (3 to 5 boreholes) will be completed at the site once the roadways have been cleared. Boreholes would be used to sample the subsoils, complete insitu testing and facilitate the installation of conventional stand-pipe piezometers.

It is anticipated that a truck-mounted Mobile Auger (i.e. B-61) drill rig will be utilized to drill the boreholes and that the drilling program may be completed in four (4) hours. It is assumed that the borehole depths will be 5.3 m and that moisture contents will be taken every 1.0 m.

The estimated total cost to complete the field drilling program, laboratory analysis and submit the summary report is \$1,600.00. Should you feel that some allowance for discussions or meetings following submission of the report may be required, it is suggested that an additional sum of \$200.00 to \$400.00 should be budgeted.

#4 5551-45 STREET RED DEER ALBERTA T4N 1L5 TELEPHONE 403 340-8946

GEOTECHNICAL AND MATERIALS ENGINEERING — ENVIRONMENTAL MATERIALS AND CHEMICAL ANALYSIS
BONNYVILLE CALGARY EDMONTON FORT McMURRAY LETHBRIDGE LLOYDMINSTER MEDICINE HAT REGINA
PRINCE ALBERT RED DEER REGINA SASKATOON VANCOUVER



Hardy BBT Limited

CONSULTING ENGINEERING & PROFESSIONAL SERVICES

- 2 -

Harby BBT Limited looks forward to working with you on this project.

Yours truly,

HARDY BBT LIMITED

Per:

F. Coppock

for

D.C. Jones, P.Eng.
Branch Manager - Red Deer

DCJ:fc

1. Definitions

- 1.1. **Agreement** - is the signed Agreement between the Client and the Engineer for professional services and includes these General Conditions of Agreement.
- 1.2. **Consultant** - shall mean professionals and other specialists, other than the Engineer, engaged by the Client directly or by the Engineer as agent of the Client.
- 1.3. **Contractor** - is the party contracting with the Client for the provision of labour, materials, equipment and supervision for the execution and quality control of the Work. The Contractor is solely responsible for construction means, methods, techniques, sequences and procedures, for the direction of construction personnel, selection of construction equipment and coordination of subcontractors, for safety precautions and programs and for placing into operation any plant or equipment.
- 1.4. **Construction Contract** - is the contract between the Client and the Contractor for the provision of labour, materials, equipment and supervision for the execution and quality control of the Work by the Contractor.
- 1.5. **Contract Documents** - shall mean the package of documents relating to the Work, comprising all or part of the Work of the Project, issued by or through the Engineer, including the plans, drawings, specifications and related documents, and all variations and modifications thereto, issued by the Engineer.
- 1.6. **Contract Time** - shall refer to the time for the performance of the Construction Contract agreed to between the Client and the Contractor in the Contract.
- 1.7. **Cost of Work** - to be used as a basis for determining the Engineer's fee for services performed for the Client for which the Engineer is to be compensated on a Percentage Fee Basis shall be the cost or estimated cost of the Work or each Work of the Project, if the Project is divided into more than one Construction Contract, including all materials, equipment, labour and Contractor's overhead and profit, necessary to complete the Work for which the Engineer or a Subconsultant prepares designs, drawings or specifications.
- 1.7.1. The Cost of Work shall include the cost of all installations carried out by municipal or utility personnel, where such are designed for the Project by the Engineer or by a Subconsultant.
- 1.7.2. If the design of any part of the Project has been completed but tenders for such Work have not been called, the fee then due to the Engineer shall be calculated on the Engineer's estimate of the Cost of Work. If tenders are called and received and no Construction Contract is entered into for the Work, the Cost of Work shall be the lowest bona fide tender for such Work received from a qualified bidder.
- 1.7.3. Whenever the Client furnishes material, equipment, labour or any other service which is incorporated in the Work, the fair market value of such material or equipment as though it were purchased new, and the current price of such labour or other service when the Work was executed shall be used to compute the Cost of Work.
- 1.7.4. Whenever used material or equipment is furnished by the Client or the Contractor on the Client's request and/or authorization, the fair market value of such material or equipment as though it were purchased new shall be used to compute the Cost of Work.
- 1.7.5. In computing the Cost of Work, no deductions shall be made on account of any penalties or damages claimed by the Client from the Contractor or on account of any other sum withheld from the Contractor or on account of deleted Work.
- 1.7.6. The Cost of Work shall not include any fees and disbursements paid to the Engineer or a Consultant, nor the costs of land, rights-of-way or easements.
- 1.7.7. In determining the Cost of Work no deduction shall be made for grants, duties and Federal and Provincial taxes. All grants, duties and Federal and Provincial taxes shall be included in the Cost of Work. Where a refund or exemption of such duties and taxes is granted on any materials or equipment, the amount of such duties and taxes shall be included in the Cost of Work. Where the amount of such duties and taxes cannot be determined, the Engineer's estimate of same shall be included in the Cost of Work.
- 1.7.8. Whenever it is in the Owner's interest to call separate tenders for various parts of the Project and separate and complete drawings and/or specifications are required for these parts, then the Engineer's fee for services performed on a Percentage Fee Basis shall be calculated as though each part were a separate project and not part of the overall Project. The total fee payable to the Engineer on a Percentage Fee Basis shall be the sum total of all such percentage fee portions so calculated.
- 1.8. **Field Services** - shall mean applying such selective sampling procedures at the Project site as the Engineer, in his sole professional discretion, considers necessary to enable him to ascertain whether the Contractor is carrying out the Work in general conformity with the design concept for the Project.
- 1.9. **Project** - is the Project described in the Agreement.

- 1.10. **Reimbursable Expenses** - shall mean the costs incurred by the Engineer in carrying out his services under this Agreement, increased by 10% on disbursements to third parties to cover administration services and cost of handling, and shall be applicable to the following items:

- 1.10.1. Expenses incidental to obtaining tenders or proposals from Contractors and suppliers, including advertising for tenders on the Client's behalf.
- 1.10.2. Expenses of providing, furnishing, equipping and maintaining office facilities on the Project site.
- 1.10.3. Transportation and living expenses incurred by the Engineer's personnel located on the Project site.
- 1.10.4. Travelling and living expenses incurred by the Engineer's personnel for trips to the Project site or for trips to any other site or location which the Engineer may be required to make.
- 1.10.5. Long distance telephone calls, telexes and telegrams, special delivery, express and messenger service charges.
- 1.10.6. Printing and binding of reports.
- 1.10.7. Reproduction and delivery of drawings, specifications and other documents for tender, proposal and construction purposes.
- 1.10.8. Fees paid for obtaining required examinations, approvals, permits or licenses.
- 1.10.9. Expense of word processors and computer time including any charges for computer programs.
- 1.10.10. Use of specialized equipment including, but not limited to, electronic distance meters and nuclear densometers.
- 1.10.11. Payments made to Consultants on the Client's behalf.
- 1.10.12. Any other proper expense paid out by the Engineer on the Client's behalf, and not specifically identified as being included in the Engineer's fee.

- 1.11. **Shop Drawings** - shall mean drawings, diagrams, illustrations, schedules, performance charts, technical brochures, vendor prints and other data to illustrate details of portions of the Work, which are provided by suppliers vendors and others for review and approval by the Contractor before submission to the Engineer.

- 1.12. **Subconsultant** - shall mean any professional engineers, architects or other specialists engaged by the Engineer directly (not as agent of the Client) in connection with the Project.

- 1.13. **Work** - is the totality of all labour, materials, equipment and supervision to be provided and performed by the Contractor pursuant to the Contract Documents and comprising all or part of the Work of the Project.

2. Client's Obligations

The Client shall:

- 2.1. Make available to the Engineer all relevant information and data pertinent to the Project, existing structures, facilities and utilities, both on site and off site, ownership of lands, easements and rights-of-way, and instruct the Engineer fully as to all requirements of the Project bearing upon its design and construction. The Engineer shall be entitled to rely upon the accuracy and completeness of such information and data furnished by or through the Client, including information and data originating with Consultants, whether such Consultants are engaged by the Client at the request of the Engineer or by the Engineer, as agent of the Client, with the Client's prior written approval. The Engineer shall not be liable for any loss or damage arising from any inaccuracy in such information or data. The Engineer shall be entitled to make any necessary change or changes in his plans, specifications, drawings or designs at the Client's expense if such information should be erroneous or inaccurate.
- 2.2. Engage Consultants on the Engineer's request, or authorize the Engineer as the Client's agent to engage Consultants to perform services which, in the Engineer's opinion, are necessary to enable the Engineer to carry out his services under the Agreement. The Consultant agreements will include appropriate provisions giving the Engineer overall authority for monitoring and coordinating the services of the Consultants. The Client agrees to pay the fees and Reimbursable Expenses of the Consultants.
- 2.3. Give prompt consideration to all sketches, drawings, specifications, tenders, proposals, contracts and other documents relating to the Project laid before him by the Engineer, and whenever prompt action is necessary, inform the Engineer of his decisions in such reasonable time so as not to delay the services of the Engineer, or to prevent him from forwarding drawings or instructions to the Contractor or to Consultants or to Subconsultants in good time.
- 2.4. Pay the Engineer's fee and Reimbursable Expenses for performing the services described in Article II and the additional services described in Article IV within 30 days from the date of invoicing, with interest on overdue accounts at the rate of 15% per annum. This obligation to pay shall apply whether or not payment is withheld, in whole or in part, from any Contractor, supplier or other person having a contract with the Client and shall not be contingent upon construction of the Work nor upon the outcome of any court or arbitration proceedings to which the Engineer is not a party.
- 2.5. Authorize the necessary advertising incidental to obtaining tenders and provide necessary legal, accounting, bonding and insurance counselling services.

- 2.6. Arrange and make provision for the Engineer's entry and ready access to property (public and private) as well as to the Project site, as necessary to enable him to perform his services.
- 2.7. Designate in writing an individual to act as the Client's Representative, such person to have complete and exclusive authority to transmit instructions to and receive information from the Engineer.
- 2.8. Give prompt written notice to the Engineer whenever the Client or his Representative become aware of any defects or deficiencies in the Work or in the Contract Documents.
- 2.9. Provide the Engineer with assistance and necessary materials in connection with required approvals, licences and permits from Municipal, Governmental or other Authorities having jurisdiction over the Project so as not to delay the Engineer in the performance of his services.
- 2.10. The Client expressly undertakes not to enter into Construction Contracts in connection with the Project which describe duties and responsibilities of the Engineer which are inconsistent with the duties and responsibilities of the Engineer provided for in the Agreement, without first obtaining the Engineer's written agreement thereto.

3. Engineer's Obligations

- 3.1. The Engineer shall render his services to the Client under the Agreement with that degree of care, skill and diligence normally provided in the performance of services in respect of projects of a similar nature to that contemplated by the Agreement at the time and place that such services are rendered. In rendering his services on the Project the Engineer may, at his discretion, and at any stage of the services, engage Subconsultants to perform services necessary to enable the Engineer to carry out his duties and responsibilities as set forth in the Agreement.
- 3.2. The Engineer will consult with and advise the Client and will serve as the Client's professional engineering representative in carrying out the Project. The Engineer is hereby granted authority as agent of the Client to disapprove or reject construction Work which he may observe or discover does not conform with the Contract Documents. All of the Client's instructions to the Contractor will be issued through the Engineer, as the Client's agent, who will have authority to act on behalf of the Client to the extent provided by the terms of the Construction Contract.
- 3.3. It is understood and agreed by the Client and the Engineer that only Work which has been seen during the examination of representative samples by the Engineer in performing Field Services during construction can be said to have been appraised, and comments on the balance of the Work are assumptions only, based upon extrapolation by the Engineer. The Engineer's Field Services are rendered for the benefit of the Client, not the Contractor. The Contractor alone is responsible for the quality control of the Work, for superintending the Work and for failure to perform the Work in accordance with the Contract Documents or within the Contract Time.
- 3.4. Neither acceptance nor approval by the Engineer of the Contractor's Work, or the Consultant's services, whether expressed or implied, nor the Engineer's review of Shop Drawings, shall relieve the Contractor or the Consultant from his respective responsibilities to the Client for the proper performance of such Work or services.
- 3.5. The Engineer's services will not include any services of non-engineering nature, in particular, without limiting the generality of the foregoing, all legal, accounting, bonding and insurance counselling services, safety management, construction, construction supervision or contracting services in connection with the carrying out of the Project.

4. Additional Services

- 4.1. If, after the designs, drawings or specifications for any part of the Work have been completed in accordance with the Client's previous decisions, it should become necessary for the Engineer to redesign or to make revisions to drawings and specifications for reasons beyond his control, or if the Engineer is put to cost and expense by the delinquency of insolvency of the Client or the Contractor or Subcontractor, or as a result of any delay or suspension of his services or the Project or any Work for which the Engineer is not responsible, or due to abandonment of the Project or any Work, or due to damage to any Work in progress by fire or otherwise, the Engineer shall be equitably paid for such additional services on a "Time Basis", as provided in Article III, plus related Reimbursable

Expenses. In any such case the situation shall be called to the attention of the Client prior to commencing the additional services and separate cost records shall be kept by the Engineer.

- 4.2. Should the Engineer be required to perform additional services over and above those contemplated in the Agreement, such as quantity surveys, detailed cost estimates, checking and approval of Contractors' expenditures and costs when contracts are not on a lump sum basis, investigations and reports on special systems or apparatus which are not included in the Work, special shop, mill, laboratory or field testing and inspecting of materials, topographic surveys or any other services that do not directly relate to the services described in Article II or should the Engineer be required to prepare for or appear in any legal or arbitration proceedings on behalf of the Client, the Engineer shall be compensated for such services on a "Time Basis" as provided in Article III, plus related Reimbursable Expenses.

5. Drawings and Specifications

- 5.1. All drawings and/or specifications produced and submitted pursuant to the Agreement will become the property of the Client upon payment of the Engineer's fees hereunder, whereupon the Engineer shall furnish original drawings to the Client. Notwithstanding the foregoing, the Client will pay for and the Engineer may retain one set of mylar copy of each drawing.
- 5.2. The Client shall not use or permit the use of the drawings and/or specifications for the Project or any Work for the construction of another project or work without first obtaining the consent and agreement of the Engineer. If the Client should proceed in contravention of this clause 5.2, the Engineer shall have no responsibility for any loss or damage resulting from such unauthorized use of the drawings and/or specifications.

6. Equivalent Staff

- 6.1. The provisions of clause 6.2. hereof will only apply when the Engineer is providing services on a Time Basis as provided in Article III and the Engineer has engaged the services of agency/rental or contract personnel.
- 6.2. The Client agrees to pay for agency/rental or contract personnel hired (not employed) by the Engineer for their personal services in connection with the Project on an equivalent rate basis as set out in Article III, such rates to reflect space occupancy, liability and other overhead costs.

7. Confidential Data

- 7.1. In cases where the Engineer renders services for manufacturing, industrial or similar types of plants, he shall not divulge any confidential data or information communicated to him regarding equipment, process or the like. The Engineer shall obtain the approval of the Client before using any such data or information on a similar project.

8. Estimates

- 8.1. The parties expressly acknowledge and agree that the Cost of Work and Contract Time estimates provided by the Engineer to the Client under this Agreement are subject to change and are contingent upon factors over which the Engineer has no control. The Engineer does not guarantee the accuracy of such estimates.

9. Codes and Bylaws

- 9.1. The Engineer will endeavour to obtain from the appropriate authorities their interpretation of Codes and Bylaws and will, to the best of his ability, interpret Building Codes and Bylaws as they apply to the Project, but it is expressly acknowledged and agreed by the Client that as the Project progresses, the interpretation of Building Codes and Bylaws by any public authority may differ from the interpretation of the Engineer, through no fault of the Engineer, and any extra cost necessary to conform to the interpretation placed upon the Codes and Bylaws or to conform to changes or differences in interpretation by such authorities during or after execution of the Work will be paid by the Client.

10. Assignment

- 10.1. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their executors, administrators, successors and permitted assigns.
- 10.2. Neither party may assign this Agreement without the consent in writing of the other.

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

Witness:

Client

Per:

Authorized Representative of Client

UMA Engineering Ltd.

Per:

A. R. Pasini, President, UMA Group

MEMORANDUM

TO: Dir. of Engineering Services

FROM: City Clerk

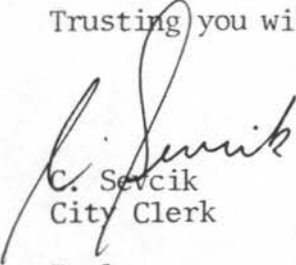
RE: U.M.A. Engineering Ltd./Kentwood Extension/Engineering Agreement

The above matter was considered by Council April 6, 1987, and at which meeting Council passed the following motion approving the Engineering Agreement.

"RESOLVED that Council of the City of Red Deer hereby approve the Kentwood Extension Agreement between the City and U.M.A. Engineering Ltd. and as presented to Council April 6, 1987."

The decision of Council in this instance is submitted for your information. Enclosed herewith are signed copies of the above noted agreement for your files and for submission to U.M.A. Engineering Ltd. We have retained one original copy for our files.

Trusting you will find this satisfactory.



C. Sevcik
City Clerk

Encl.

c.c. Project Engineer
Dir. of Finance

NO. 9

March 26, 1987

TO: City Clerk

FROM: Technical Services Engineer

RE: ASSOCIATED ENGINEERING ALBERTA LTD.
RECONSTRUCTION OF RIVERSIDE DRIVE, FROM 48 AVENUE TO 67 STREET

Attached please find the insurance and three copies of the Agreement for the above Project to be executed by City Officials. The insurance has been approved by the Director of Finance. Upon completion, retain one copy of the Agreement and the insurance for your files and return the remaining two to this Office.

Thank you.



K. G. Haslop, P. Eng.
Technical Services Engineer

/emg
attach

Commissioner's Comments

We would recommend Council approve the Agreement between the City and Associated Engineering Alberta Ltd. for the project - reconstruction of Riverside Drive from 48 Avenue to 67 Street.

"R. J. McGHEE"
Mayor

MAR 13 1987

**THE STANDARD FORM OF AGREEMENT BETWEEN
CLIENT AND ENGINEER**

Approved by the Association of Consulting
Engineers of Canada

THIS AGREEMENT made in duplicate the

Submitted to City Council

Date: April 6/87 day

of in the year Nineteen Hundred and

by and between The City of Red Deer

hereinafter called the "Client",

and

Associated Engineering Alberta Ltd.

hereinafter called the "Engineer"

WHEREAS the Client desires that engineering services be rendered for the following project:

Reconstruction of Riverside Drive, from 48th Avenue to 67th Street.

NOW THEREFORE, the Client and the Engineer for the considerations, and upon the terms and conditions hereinafter named, agree as follows:

ARTICLE I. BRANCHES OF THE PROJECT:

The Engineer will perform engineering services as outlined in Article II, for the following branches of the project:

The project comprises reconstruction of Riverside Drive from 48th Avenue to the new construction at the 67th Street Bridge. The roadway will be designed and constructed as a 2-lane arterial roadway designed to meet the latest city and RTAC Standards. Construction to proceed in 1987 with scheduled completion in the Fall of 1987 or Spring of 1988.

Services will include:

- a) Preliminary design
- b) Detailed Design and call for Tenders
- c) Resident Engineering during construction
- d) As-built and warranty work after construction

ARTICLE II. ENGINEERING SERVICES:

The Engineer will perform the following services under this contract:

As set forth on pages 1 to 9 attached, which forms part of this agreement.

ARTICLE III. FEE:

The Client agrees to pay the Engineer the following fees for furnishing the engineering services described in Article II:

As set forth on pages 9 to 11 attached, which forms part of this agreement.

ARTICLE II. ENGINEERING SERVICES

General

In carrying out the following services for the Client, the Engineer will exercise the degree of care, skill and diligence normally provided in the performance of services for projects of a similar nature. The Engineer will not be liable for any loss of earnings or other consequential damages beyond his control.

Engineering Services, as herein described, do not include the direction of persons or selection, direction or approval of methods and equipment employed by the Contractor in any phase of the construction; or the placing into operation of any plant or equipment for which the Contractor is responsible.

Item 1 Preliminary Design Services

1.1 The Engineer will meet with the City engineering staff in order to:

- review the proposal as presented
- confirm the communication process with the City and other agencies
- review the schedules submitted in this proposal
- review the budget and fees
- review the design standards for the project
- establish reporting procedures for the project

1.2 Legal Compilation

The Engineer will visit the City engineering offices to collect all the existing legal and development plans available. Additional legal plans that are required will be obtained from the Land Titles Office. These will be collected so the survey and base plan tasks may proceed.

1.3 Review of Existing Information

The preliminary base plans that have been prepared by the City's Engineering staff will be utilized to the extent possible. We noticed from these plans that previous records for the original construction of this road are available. This information would be reviewed and utilized as much as possible.

1.4 Ground Survey

The Engineer will conduct a comprehensive ground survey, establishing existing criteria so the design can proceed.

This will consist of establishing a control line commencing at the east property line of 48 Avenue and extending beyond the new construction completed for the 67 Street bridge to ensure the design contains vertical compatibility with existing road grades. Cross-section data will be taken at 20 m intervals. Where development has already taken place elevations at access points and 5 m into the property will be taken to ascertain drainage characteristics.

1.5 Utility Coordination

The City and utility companies in the area will be contacted in order to extract a comprehensive list of existing pipelines, conduits and overhead lines.

As the design proceeds, it is anticipated that one meeting with the utility companies will be held in order to highlight conflicts or identify future utility locations.

Detailed road layout drawings, when available, will be forwarded to all affected utility companies.

1.6 Geotechnical Investigation

A geotechnical investigation will be made on this roadway to assess existing soil conditions. From the geotechnical report we will ascertain the feasibility of utilizing the existing roadway structures' subsoil conditions for any underground construction, such as storm sewer lines, any problem areas that may require special attention, and the structural strength of the subgrade material to be used for the structural design of the pavement.

The Engineer will coordinate the activities of the geotechnical subconsultant, and following receipt of their report, will incorporate all relevant data into the design and drawings.

1.7 Preliminary Design Concepts

The design concepts will identify:

- preliminary road profiles
- storm sewer requirements
- drainage patterns
- utility conflicts and required relocations and/or extensions
- recommended location for concrete structures
- requirements of the City's Transit Department
- alternative methods of accommodating traffic flows on the existing road during construction. Our initial thoughts are that during construction access will be maintained to all residences and businesses along this road by either temporary routes or access through the construction area. Where access is not required, the road will be allowed to be closed
- pedestrian requirements including bike path
- alternate access to CNR Light Industrial Area

- proposed cross-section at various locations to illustrate a typical roadway along with the extremes that could be expected
- review all accesses onto and make recommendations for and limitation of access
- pavement design recommended by the geotechnical consultant
- preliminary project cost estimate

1.8 Preliminary Design Presentation

The Engineer will prepare a draft preliminary design report and forward 6 copies to the City Engineering Department for review and comment. Incorporate the City Engineering Department comments into the predesign report, meet and present 15 copies of the pre-design report to Council (if necessary).

Item 2 Detailed Design

Following approval of the preliminary design by the City, the Engineer will provide the following:

- The detailed design will proceed, incorporating all the accumulated data, as presented in the pre-design report. The design will be to the most recent RTAC and City standards.
- The horizontal alignment will follow the existing roadway, to the extent possible. Deviations from the existing alignment may be required at corners in order to meet the design standards.
- The vertical alignment will be set to utilize to the extent possible the existing road structure and keep to the earthwork balanced.
- The storm sewer detailed design will be incorporated into this phase. Catch basin locations will be finalized.

- A land requirement plan detailing land that must be acquired to accommodate the design, showing the properties affected, areas required and landowners will be prepared and submitted to the City for use in land acquisition.
- The City's EL & P Department will be consulted regarding street lighting and the underground crossings that will be required.
- A detailed construction staging drawing, incorporating plans for traffic accommodation will be prepared for inclusion with the tender drawings. This drawing will be reviewed with fire, police and transit officials and refined as required.
- Any non-municipal utilities identified in the preliminary design as requiring attention (lowering, relocating, crossing agreements and special construction considerations) will be finalized. Utility companies will be contacted for the necessary action, scheduling and costs identified. Necessary details will be incorporated into the contract drawings/documents.
- A detailed plan for road signing, marking and traffic control will be prepared upon completion of the detailed alignment design.
- Complete sets of the design drawing will be submitted to all regulatory bodies, such as Alberta Transportation and Alberta Environment.
- A detailed project cost estimated based on the detailed design drawings and the quantities estimated in the contract tender form along with anticipated construction scheduling will be made and presented to City engineering staff.

- Detailed design will be reviewed at the 60% and 90% complete stage with the City engineering staff.
- Contract drawings will be prepared on City standard size drawing sheets. Plans/profiles will be developed at a scale of 1:500 horizontal and 1:50 vertical. The following sets of drawings will be prepared:
 - cover sheet
 - location plan
 - coordinate drawing
 - 4-road plan profiles
 - 4 utilities plan profile
 - typical cross-sections
 - 2 detail plans
 - standard details.
- Specifications will be prepared using Associated Engineering's standard format. Tender form and estimates will be prepared on a unit price basis.
- 25 sets of plans and specifications will be assembled for tendering purposes.

Item 3 Contract Tendering

- Provide the City with necessary information for the preparation of public invitation to tender for newspaper publication.
- Answer questions raised by tenderers during the tendering process.
- Schedule and attend a pre-tender meeting with interested contractors.

Handwritten signature

- Attend tender opening ceremonies at the City office.
- Check arithmetic calculations of tenders received, analyze tenders received, prepare total project cost analysis and submit results to the City with a recommended course of action.
- Assemble and arrange for signing of the Contract Documents by the successful tenderer and by the City.

Item 4 Engineering Services During Construction

4.1 Resident Inspection

- Provide construction survey layout (line and grade stakes) to the extent required to allow contractor to perform his work.
- Provide ongoing on-site inspection of the works during construction and monitor construction work in accordance with the Contract Documents.
- Coordinate materials testing activities.
- Coordinate liaison with utility companies as they relate to the project.
- Prepare daily reports of construction activities for record purposes and for future reference.
- Obtain and record as-constructed information.
- Maintain a photographic record of construction related conditions and operations.
- Maintain on-going measurement of quantities of work done and goods and materials placed as source data for progress payment certificates.

- Prepare a one page weekly report for the City outlining construction progress to date, percentage of construction completed, and future issues that require resolution or input by the City.
- Be available for daily liaison and communication with a designated representative of the City regarding project issues.

4.2 Construction Engineering

- Arrange an "initial on-site meeting" with the Contractor, representatives of the City and Associated Engineering's project personnel. The primary purpose of this meeting is to establish lines of project communications, review the Contractor's work schedule, traffic handling methods, planned construction operations and to record items of concerns.
- Conduct future site meetings on a weekly basis until completion of construction operations. Minutes of the meetings will be recorded by Associated Engineering and distributed to those in attendance.
- Prepare and submit progress payment certificates each month with a recommendation for payment by the City.
- Prepare and submit updated total project cost forecast at the end of each month based on construction work done and construction work remaining.
- Prepare and issue change orders and instructions to the contractor.
- Interpret the Contract Documents for the City and/or for the Contractor, when required.

- Arrange for and conduct a final inspection of the works with the Contractor and representatives of the City in attendance.
- Submit a recommendation to the City for construction completion final acceptance of the work.
- Assist the City in the process of release of contract holdback monies.
- Update construction drawings to reflect as-built status and supply the original drawings to the City.
- Review the project periodically during the warranty period and deal with any problems, complaints, etc., that may arise.

ARTICLE III. FEES

The engineering fees to be charged for the work on this project will be on a time basis at hourly charge-out rates for the personnel involved on the project, plus disbursements.

The fee schedule for this project is as follows:

LABOUR

<u>Level</u>	<u>Engineer</u>	<u>Technical</u>	<u>Non-Technical</u>
1	\$33.30	\$26.10	\$19.45
2	41.40	33.30	22.50
3	49.50	40.50	25.70
4	57.60	47.70	31.15
5(+)	65.70	54.90	

- Notes:
- (1) Based on APEGGA fee guidelines for calculating hourly rate and includes a 25% markup for employee fringe benefits.
 - (2) Classification and level is as defined by the Federal Government Pay Research Bureau (copy available upon request).
 - (3) There will be no premium charged for overtime.
 - (4) Rates in effect for 1987 and subject to company salary adjustments, April of each year.
 - (5) Maximum hourly rate is reflected in a level 5 engineer. For senior engineers higher than level 5, the maximum hourly rate shall apply.
 - (6) Invoices are due upon receipt. An interest charge of 1-1/2% per month shall be charged on all accounts not paid within 30 days of issuance.
 - (7) Fees for engineering services during construction are based on the construction period not exceeding three months.

DISBURSEMENTS

Disbursements and out-of-pocket expenses will be invoiced at cost plus a mark-up of 10% to cover administration and handling charges.

SUBCONSULTANTS

All subconsultants will be invoiced at cost.

PERSONNEL CHARGE-OUT RATES

Jim Grimsdale	(Tech. 5)	\$ 54.90
Lloyd Daviduck	(Eng. 6)	65.70
Geza Solty	(Eng. 5)	65.70
Gerald Matichuk	(Tech. 2)	33.30
Rick Kruger	(Tech. 2)	33.30
(Surveyor)		

The anticipated fees are as follows:

Item 1 Preliminary Engineering

1.	Start-up Meeting	\$ 400
2.	Legal Compilation	400
3.	Review Existing Designs	300
4.	Ground Survey	3,000
5.	Utility Coordination	700
6.	Geotechnical Investigation	3,000
7.	Preliminary Design Concepts	3,700
8.	Preliminary Design Presentation	<u>400</u>

Total Preliminary Engineering \$ 11,900

Item 2 Detailed Design

1.	Detailed Design	\$15,000
2.	Construction Drawings & Specifications	<u>2,000</u>

Total Detailed Design \$ 17,000

Item 3 Contract Tendering

1.	Contract Tendering	<u>\$ 1,800</u>
----	--------------------	-----------------

Total Contract Tendering \$ 1,800

Item 4 Engineering Services During Construction

1.	Resident Inspection (3 months)	\$21,600
2.	Construction Engineering (3 months)	<u>11,400</u>

Total Engineering Services
During Construction \$ 33,000

Item 5 Disbursements

\$ 6,000

Total Engineering fee (based on
3-month construction period) \$ 69,700

Item 6 Materials Testing (Budget Estimate)

\$ 8,000

Total Upset Fee \$ 77,700

This upset fee will not be exceeded without prior written approval of the City of Red Deer.

Addendum to Standard Form of Agreement between Client and Engineer
for Agreement between the City of Red Deer as Client and Associated
Engineering Alberta Limited as Engineer.

ARTICLE IV. GENERAL CONDITIONS OF AGREEMENT

Add the following.

Insurance

The Engineer shall supply to the Client certificate of
insurance to assure that the Engineer has insurance for:

- (i) public liability arising out of such work in the
amount of not less than \$1,000,000.00.

and

- (ii) damages which may result from errors or omissions
in the work provided by the Engineer or any of his
consultants, in the amount of \$1,000,000.

It is agreed that the above amount is the limit of the Engineer's
liability unless otherwise required by the Client, in which
case the Engineer would arrange for additional coverage as
a reimbursable expense.

Delete Article 8 Plans and Specifications and substitute the following.

All original drawings will remain the property of the client.
Upon the original drawings being revised to as-built status
the Engineer will forward all original drawings to the client
and retain a milar sepia for his records.

ARTICLE IV. GENERAL CONDITIONS OF AGREEMENT:

The following provisions, terms and conditions shall apply hereto:

1. Cooperation

The client shall give due consideration to all sketches, drawings, reports, tenders, proposals and other information laid before him by the Engineer and shall give his decisions in such reasonable time as not to delay the work of the Engineer.

Wherever required the Client shall furnish the Engineer with the following information and plans, except where the Engineer is specifically required to furnish same according to his agreement.

(a) All pertinent information which may affect the work to be done, together with a correct survey of the site and existing facilities and utilities. Where existing buildings or works are involved, the Client shall furnish complete and accurate information regarding all construction matters affecting the same.

(b) Prints of building plans and structural plans, drawn to proper scale, "frozen" as to design and suitable for tracing.

(c) Copies of all bids and contracts for the work the Engineer is responsible for and copies of all quotations, all certificates for payment and final accounts in connection with the work, if they do not originate in the Engineer's office.

2. Cost of Work

(a) The "Cost of Work" shall mean the total cost to the Owner of the project of all materials and labour (plus all Contractors' overhead and profit) necessary to complete the work for which the Engineer prepares drawings and specifications or for which he is responsible.

(b) Whenever the Owner furnishes material or equipment, labor, or other service that is incorporated in the work, the fair market value of the materials or equipment as though they were purchased new, and current prices of labor or other service when the work was executed, shall be included in the total cost of the work.

(c) Whenever used material or equipment are furnished by the Owner or the Contractor at the Owner's request, the fair market value of the materials or equipment as though they were purchased new, shall be used to compute the cost of work.

(d) No deduction shall be made from the Engineer's fees on account of any penalties or damages claimed by the Owner from the Contractors, or of other sums withheld from the Contractors.

(e) The cost of the work shall not include professional fees and reimbursements due the Engineer.

3. Payment of Engineers' Fee

(a) Where the fee is on a percentage basis, the fee due for "Planning and Designing" shall be based on the total value of the work for which the Engineer prepared plans and specifications, and of any work for which the Engineer is responsible which might be added after the Contract has been let. The portion of the percentage fee due for "Supervision" shall be based on the cost of the work actually constructed or installed.

(b) Where the fee is on a percentage basis and any part of the Engineering Services is completed but tenders for the work have not been called, and the Engineer's fee is due, his fee shall be determined either upon his estimate of the value of the work, or on a "Time Basis" agreed to by him and the Client. When and if tenders are called and received, or the value of the work is ascertained, his fee shall be adjusted accordingly.

(c) The fees due the Engineer shall not be contingent upon the performance of the work designed by him or upon the outcome of any action before a court of law, arbitration board or the like.

(d) When the work is being performed by Contractors, the fees due the Engineer shall be paid to him whether or not payment is made to or withheld from the contractors.

(e) Unless otherwise agreed, payments for Planning and Designing become due when the various phases thereof are completed. Payments for Supervision shall be made monthly and based on the cost of the construction or installation work done during the month as certified by the Engineer. Unless

otherwise agreed, payments for services performed by the Engineer on a "Time Basis" shall be due at the end of each month during which such services have been rendered. Payments for Special Services and Travelling or other Expenses shall be made during the month following that in which the services were rendered or in which the expenses were incurred.

4. Compensation for Change in Plans, Etc.

If, after the drawings and specifications for any part of the work are completed in accordance with the Client's previous decisions, or with "frozen" Architectural or Engineering plans, it should become necessary for the Engineer to redraw the plans or to make revisions for reasons over which he has no control, or if the Engineer is put to labor and expense by the delinquency or insolvency of the Client or a Contractor or Sub-Contractor, or as a result of suspension of work or damage to the work in progress by fire or otherwise, the Engineer shall be equitably paid for such extra work on a "Time Basis", plus any out of pocket expenses. In any such case, the situation shall be called to the attention of the Client prior to starting the additional work and separate cost records shall be kept by the Engineer.

5. Abandonment or Suspension

If the project or any part thereof is abandoned at any stage or if any stage of the Engineer's work is unduly delayed for reasons beyond his control, or if the contracts for the construction and installation of the work are not awarded within 60 days after the completion of the drawings and specifications the Engineer shall be entitled to payment for "Planning and Designing" as called for in his agreement and in the manner as prescribed in Item 3 above.

6. Special Services

(a) Should the Engineer be authorized to do additional work over and above that contemplated in this agreement, such as quantity surveys detailed cost estimates involving labor and material costs, checking and approval of Contractor's expenditures and costs when contracts are not on a fixed sum basis, investigations and reports on special systems or apparatus which are not included in the work, special shop, mill, laboratory or field testing and inspecting of materials, topographic surveys or any other work that does not directly relate to the preparation of plans and specifications and supervision of the work, he shall be additionally compensated.

(b) The Client shall reimburse the Engineer for all permit and examination fees laid out by him.

(c) If particular problems arise which the Engineer considers will require engaging a specialist, the specialist's fee and out of pocket expenses shall be paid by the Client, provided the Client has authorized his engagement.

(d) Nothing in any agreement between Client and Engineer shall be construed to obligate the Engineer to prepare for or appear in litigation on behalf of the Client, unless the Engineer is equitably compensated for such services on a "Time Basis".

7. Travelling and Out of Pocket Expenses

Unless otherwise agreed upon, the Client shall re-imburse the Engineer for the cost of any travelling and living expenses incurred by the Engineer or his assistants for inspections or visits to the site or for visits to any plant where he may have been required to investigate or inspect equipment, provided the site is not within the limits of the city in which the Engineer's office is located together with the cost of any long distance telephone messages, telegrams, etc., required by the work.

8. Plans and Specifications

If this agreement is on a percentage fee basis the Engineer shall furnish free up to ten sets of blueprints of the final drawings and ten copies of specifications. Prints needed for the proper planning of the work shall be exchanged between the Engineer and Client on a free reciprocal basis. All original drawings, specifications, construction data and documents are the property of the Engineer. The Client is entitled to a copy of the plans and specifications for record purposes only, and he shall not use or permit the use of any of these for the construction of another project without obtaining the consent of and remunerating the Engineer for the use of said plans and specifications.

In the event of any constructional emergency arising which in the opinion of the Engineer, requires immediate action in the Client's interests, the Engineer shall have authority to issue such orders on behalf of and at the expense of the Client as he may deem necessary or expedient.

The Engineer is empowered to make such deviations, alterations, additions and omissions in carrying out the work as he may reasonably consider desirable in the Client's interests, provided that no additions to the costs of the contract or order are caused thereby, and no additional change is made in the design of the work.

The services of a resident engineer or field representative on the job, who would devote substantially all of his work time to the project, will not be furnished by the Engineer unless specifically agreed upon.

13. Arbitration

No one shall be nominated or act as arbitrator who is in any way financially interested in the conduct of the work or in the business affairs of either party.

(a) This Agreement shall inure to the benefit of and be binding upon the Parties hereto, and except as hereinafter otherwise provided, their executors, administrators, successors and assigns.

(c) If a Party to this Agreement who is an individual should desire to bring in a partner or partners, or if a Party which is a partnership should desire to bring in a new partner or partners to share the benefit and burden of this Agreement, he or they may do so and he or they will promptly notify the other party of such action.

For Additions & Revisions to Article IV General Conditions of Agreement refer to the attached Addendum on page 12.

Witness:

Henry M. Edgar

ASSOCIATED ENGINEERING Client.
ALBERTA LTD.
Duffin, Vice Pres. Engineer.

H. Lawrence

MEMORANDUM

April 7, 1987

TO: Dir. of Engineering Services

FROM: City Clerk

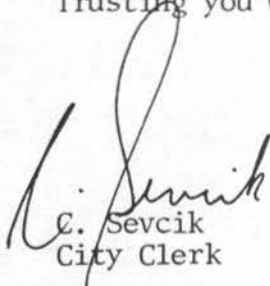
RE: Associated Engineering Alberta Ltd./Reconstruction of Riverside Dr.
from 40 Ave. to 67 St.

The above matter was considered by Council Monday, April 6, 1987, at which meeting Council passed the following motion approving the Engineering Agreement.

"RESOLVED that Council of the City of Red Deer hereby approve the reconstruction of Riverside Drive from 48 Avenue to 67 Street agreement between Associated Engineering Alberta Ltd. and The City of Red Deer as presented to Council April 6, 1987."

The decision of Council in this instance is submitted for your information. I am enclosing herewith additional copies of said agreement for your files and one for submission to Associated Engineering Alberta Ltd. We have retained one original copy for our files.

Trusting you will find this satisfactory.



C. Sevcik
City Clerk

c.c. Technical Services Engineer
Dir. of Finance

NO. 10

March 31, 1987

TO: CITY COUNCIL
FROM: CITY CLERK
RE: AD HOC TRANSIT COMMITTEE RECOMMENDATIONS

Council will recall that at the December 15, 1986 Council meeting, the 1986 Study Update as submitted by Professor John Morrall was presented.

At the above-noted meeting, Council passed the following motion in regard this item:

"RESOLVED that Council of The City of Red Deer hereby agree that an Ad Hoc Transit Committee be established to review the 1986 Transit Study Update report, and all correspondence and comments received relative said report, and that the said Committee submit recommendations back to Council for consideration with the exception that the Transit Department implement the 40 minute module at the earliest possible opportunity.

Council further agree that the make-up of the said Committee be as follows:

One Public School Board representative and alternate;
One Catholic Board of Education representative and alternate;
Two Aldermanic representatives and one alternate;
Mayor R. J. McGhee
CITY STAFF (non-voting members)
City Commissioner
Transit Manager
Director of Engineering Services
Director of Finance
Planning Commission Representative
Towne Centre Association Representative."

The Council representatives on the Committee are Alderman Pimm, Alderman Moffat, and Alderman McGregor (alternate).

Following hereafter are the recommendations of the Ad Hoc Transit Committee.

C. SEVCIK
City Clerk

CS/sp
Encl.

THE CITY OF RED DEER



TRANSIT DEPARTMENT
342-8225

P. O. BOX 5008
RED DEER, ALBERTA
T4N 3T4

March 25, 1987

TO: City Council

FROM: Alderman D. Moffat, Chairman
Ad Hoc Transit Committee

RE: Ad Hoc Transit Committee recommendations

The Ad Hoc Transit Committee respectfully submits the following recommendations for Council's consideration.

1) Public Schedule Information

It was agreed that a major advertising campaign would be initiated to inform the public of the new 40-minute schedule previously approved by Council. It was further agreed that placing explanatory signs at each bus stop would be too costly and would require a very large sign to explain the route timings. However, system timings will be posted in the bus shelters downtown and other major passenger generation points.

2. Route Extensions

It was agreed that the route extensions to Clearview/Rosedale and to north Red Deer be implemented in conjunction with the new 40-minute schedule module.

3. Downtown Terminal Site

It is recommended by the Committee that the Sports World Lot be considered as the optimum site for a temporary off-street Transit Terminal from a Transit point of view, and that a further study take place to choose a permanent long-term location.

. . . /2



FOR PEOPLE ON THE MOVE

Page two

4. Bulk Pass Sales

It is recommended by the Committee that a ticket program be examined, rather than a bus pass program. It was recommended by the Committee members that they not recommend bulk pass sales into the Transit revenue system.

5. School Charters

The Committee recommends that School Charters cease by the end of June, 1987 and that the City Transit Department advise the Public School Board of this decision at least 45 days in advance of June 30, 1987.

6. Evening Service

It was agreed that the Transit Administration approach Red Deer College to ascertain the student requirement for later evening service. The Transit Manager met with College officials and supplied a survey form to be distributed to evening students. Results of the survey have yet to be received by the Transit Manager.

Alderman D. Moffat, Chairman
AD HOC TRANSIT COMMITTEE

GEB:sp



RED DEER REGIONAL PLANNING COMMISSION

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

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

Telephone: (403) 343-3394

MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM: URBAN PLANNING SECTION, R.D.R.P.C.

RE: TRANSIT STUDY - LOCATION OF TRANSIT STATION

DATE: 1987-02-17

The Urban Planning Section appreciated the opportunity of participating in the Ad Hoc Transit Committee to review the 1986 Transit Study Update report. In general the Planning Commission's staff supports the Committee's conclusions. However with regard to the location of the proposed transit station, we have major concerns and submit the following comments for your consideration.

1) No Urgency For A Decision

Most of the report recommendations reviewed and considered by the Ad Hoc Transit Committee involved issues which require decisions for implementation in 1987 such as extended service, transfer connections, school charters, fees and ways to encourage increased usage. The one issue which the report clearly states does not require a decision at this time is the future downtown transit terminal location.

The report clearly recommends in the Executive Summary:

- "that the downtown transit terminal remain in its present location for the time being."

The report further proposes:

- "that the next major transit study be initiated approximately 18 months before the completion of the Ross/49th Street couplet", and
- "the next major transit study should include the detailed planning for an off-street terminal".

..../2

MUNICIPALITIES WITHIN COMMISSION AREA

CITY OF RED DEER—TOWN OF BLACKFALDS—TOWN OF BOWDEN—TOWN OF CARSTAIRS—TOWN OF CASTOR—TOWN OF CORONATION—TOWN OF DIDSBURY—TOWN OF ECKVILLE—TOWN OF INNISFAIL—TOWN OF LACOMBE—TOWN OF OLDS—TOWN OF PENHOLD—TOWN OF ROCKY MOUNTAIN HOUSE—TOWN OF STETTLE—TOWN OF SUNDRE—TOWN OF SYLVAN LAKE—VILLAGE OF ALIX—VILLAGE OF BENTLEY—VILLAGE OF BIG VALLEY—VILLAGE OF BOTHA—VILLAGE OF 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 NORGLENWOLD—SUMMER VILLAGE OF ROCHON SANDS—SUMMER VILLAGE OF WHITE SANDS—SUMMER VILLAGE OF JARVIS BAY—COUNTY OF LACOMBE No. 14—COUNTY OF MOUNTAIN VIEW No. 17—COUNTY OF PAINT EARTH No. 18—COUNTY OF RED DEER No. 23—COUNTY OF STETTLE No. 6—MUNICIPAL DISTRICT OF CLEARWATER No. 99

To Mayor and City Council
1987-02-17
Page two

The above statements in the report imply that other factors in addition to transit planning and operations should be carefully considered prior to making a decision on a downtown terminal site. Some of these factors, which are presently unknown, may be resolved within the next 12-18 months and would then provide a much firmer basis for a decision.

2) Ross/49th Street Couplet

When a decision is made to implement the Ross/49th Street Couplet, a new transit terminal site will be required. The factor that will most influence the timing of the couplet will be approval by the Province of the Major Continuous Corridor and Railway Relocation Project. A decision by the Province is expected within 12 months. It is considered premature to recommend a transit terminal site in advance of a decision on the Corridor Project.

3) Terminal Site Options

Relocation of the railway yards will have the greatest single impact on the pattern of future downtown development. The railway yards site will provide two major land parcels that considerably exceed the size of any other potential development sites in the downtown. It is considered that development of the railway yards will spur redevelopment of the other blocks west of 51 Avenue. This would result in a westward shift of the downtown commercial core within the next ten years, and may provide other options for a terminal site to serve the future downtown core development. Due to the potential major impact of the Corridor Project it is recommended that no decision be made on a terminal site prior to a decision on the Corridor.

4) Downtown Concept Plan

The Downtown Concept Plan recommended that the Sports World block be developed as a comprehensive retail shopping, parking and outdoor plaza complex. City Council approved a \$12,000 C.R.C. Grant for the conceptual design of the plaza component which has been prepared and is to be further reviewed by the Recreation, Parks and Culture Board (see attached). Recently Urban Dynamics Corporation has followed with a proposed concept for comprehensive development of the entire block. Although neither of these proposals has been approved, they follow from recommendations in the Downtown Concept Plan approved in principle by Council as a working policy document. Therefore they should be given at least equal consideration to the transit terminal alternative. As additional time will be required to determine their feasibility, then a decision concerning any of these alternatives should be deferred until more is known.

To Mayor and City Council
1987-02-17
Page three

5) Urban Dynamics Corporation Proposal

As mentioned above, the City is presently considering a proposal from Urban Dynamics Corporation to jointly explore the feasibility of a comprehensive commercial/residential development project involving the Sports World, Bay store and I.G.A. store blocks. Although discussions are very preliminary at this stage, it would appear that within a period of 24 months the feasibility and probability of such a project proceeding should be known.

If, in the interim, the City proceeds to develop a permanent transit terminal on the site, such action could negate a future comprehensive development project. Traditionally retail facilities have not been attracted to transit terminals and the remainder of the block may be relegated primarily to parking. This could result in a gross underutilization of the development potential of this and adjacent blocks as illustrated in the Urban Dynamics proposal.

Development of the site for a temporary terminal would cost at least \$500,000 and an equal amount to subsequently relocate it. This seems to be a high cost for possibly a very short term solution. It would appear to be more financially feasible to delay a decision until development options are known and then develop a permanent terminal site which could be expanded as needed. This would seem to be a prudent approach at a time when the City is anticipating considerable annual increases in expenditures.

6) Other Considerations

- Parking - Development of all or a portion of the Sports World block should be accompanied by a plan to replace the parking. The Parking Commission has not yet completed a long term parking strategy to identify options for accommodating present and future parking needs. It should be completed within the next few months.
- Farmers Market - This valuable downtown attraction would require a new location. A future location for the farmers market should be considered in conjunction with using the site for a transit terminal or any alternative development of the block.

In consideration of the many unknowns associated with future downtown development and the recommendation in the Transit Study Update that the downtown transit terminal remain in its present location for the time being, it is recommended that any decision on a new transit terminal site be tabled for at least 12 months to allow time for other factors which will have a major impact on downtown development to be resolved or further clarified.

To Mayor and City Council
1987-02-17
Page four

The above points and recommendation is submitted for Council's consideration in regard to the Ad Hoc Transit Committee's report.

A handwritten signature in dark ink, appearing to read 'V. Parker', with a long horizontal stroke extending to the right.

Vernon Parker
Urban Planning Section

VP:lt

FILE: R-27051

MEMORANDUM

DATE: FEBRUARY 16, 1987

TO: VERN PARKER
RED DEER REGIONAL PLANNING COMMISSION

FROM: LOWELL R. HODGSON
RECREATION MANAGER

RE: TOWN CENTRE PLAZA CONCEPT



As requested by you, this is the current status of the Town Plaza as it relates to the Recreation, Parks & Culture Board.

1. This project is supported in the current Recreation, Parks & Culture Master Plan and as recent as December 2, 1986, the Recreation Parks & Culture Board passed a resolution of support as follows:


"It was moved by Shirley Hocken and seconded by Tim Guilbault, that the Recreation, Parks & Culture Board recommend to City Council that the Town Centre Plaza Concept be approved in principle, subject to the noted concerns being addressed."

MOTION CARRIED.

Several items of concern were expressed with the existing concept, however, the major one involved that of the use for Farmer's Market and it was agreed that meetings would be held with the Farmer's Market interests to explore their needs further.

2. A recent meeting was held between Alderman Moffat and Don Moore, to discuss the Farmer's Market use of this site and it is expected that the Board will receive a report from that meeting March 10, 1987.

I trust this information is of value to you in considering alternative uses for this site.


LOWELL R. HODGSON

/ds

TOWNE CENTRE ASSOCIATION of RED DEER

#300, 4929 ROSS ST., RED DEER, ALBERTA T4N 1X9 (403) 340-8696



February 16, 1987.

To: Mayor McGhee & Members of Council,
Red Deer, Alberta.

Re: Downtown Transit Terminal

Dear Members of Council,

As directed by the Board of the Association, this letter will confirm the Association's opposition to the placement of a Transit Terminal on the Sportsworld parking lot site.

In brief;

- the Board is not convinced that alternative sites have been adequately surveyed
- the project would eliminate downtown's only consolidated development block
- no parking replacement plan has been submitted and inadequate long range impact has been considered.

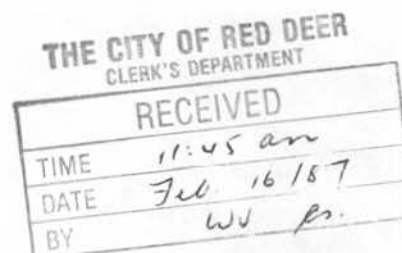
In addition, the Association opposes a temporary terminal in this location, because, experience shows that temporary sites tend to be permanent and even temporary sites have negative impact on development proposals.

We would be pleased to elaborate in person at Council on February 23.

Respectfully yours,

John P. Ferguson, General Manager.

JPF/ef



Commissioner's Comments

As directed by Council, the Ad Hoc Committee has reviewed the Transit Study and attached are their recommendations. Included in their recommendations is the suggestion that further study is required regarding a permanent Transit Terminal. We would anticipate that this further review would take into consideration the relocation of the downtown rail yards. We therefore cannot support the establishment of any temporary terminal at this time. We would recommend Council support the recommendations as outlined except for establishment of a temporary terminal.

"R. J. McGHEE"
Mayor

December 17, 1986

TO: Transit Manager

FROM: City Clerk

RE: 1986 Transit Study Update

The 1986 study update as submitted by Professor John Morrall was presented to Council December 15, 1986. In addition, the reports which appeared on the Council Agenda, the attached proposal dated December 10, 1986, from the Red Deer College Students Association was presented at the December 15th meeting.

At the above noted meeting, Council passed the following motion relative this matter.

"RESOLVED that Council of The City of Red Deer hereby agree that an Ad Hoc Transit Committee be established to review the 1986 Transit Study Update report, and all correspondence and comments received relative said report, and that the said Committee submit recommendations back to Council for consideration with the exception that the Transit Dept. implement the 40 minute module at the earliest possible opportunity.

Council further agree that the make-up of the said Committee be as follows:

One Public School Board representative and alternate;

One Catholic Board of Education representative and alternate;

Two Aldermanic representatives and one alternate;

Mayor R.J. McGhee

CITY STAFF (non-voting members)

City Commissioner

Transit Manager

Director of Engineering Services

Director of Finance

Planning Commission Representative

Towne Centre Association Representative

*Lenore Morris (alt.)
Debbie Pickering (alt.)*

*J. Docherty
L. Baumgarten*

*V. Parker
C. Curtis (alt.)*

John Ferguson


In accordance with the decision, we trust that you will proceed with implementation of the 40 minute module at the earliest possible date.

By way of a copy of this memo, we are requesting all of the representative groups included in the resolution to provide us with the name of their representative and alternate who will be serving on this Ad-Hoc Committee. We would request that the names be submitted to this office by no later than December 31, 1986.

Upon receipt of all of the names of the various representatives, we trust that you will coordinate and set up the first meeting of the Ad-Hoc Committee to take place in the New Year. We will be pleased to assist you in any way with meeting notices, meeting minutes, agendas, secretarial services, etc.

We look forward to recommendations back to Council in due course from the Ad-Hoc Committee.

The Council representatives on the Committee are Alderman Pimm, Alderman Moffat, Alderman McGregor (Alternate).


For C. Sevcik
City Clerk

c.c. Towne Centre Association
Urban Planning Section Mgr.
Public School Board
Catholic Bd. of Education
Mayor McGhee
Alderman Pimm
Alderman Moffat
Alderman McGregor
City Commissioner
Dir. of Engineering Services
Dir. of Finance

November 27, 1986

TO: RECREATION, PARKS & CULTURE BOARD

FROM: CITY CLERK

RE: DOWNTOWN PLAZA CONCEPT PLANS

Your report dated November 21, 1986 concerning the above topic was considered by the Commissioners Wednesday, November 26th when items for the December 1st Council meeting were being considered.

It was agreed by the Commissioners that it would not be necessary to submit this report to Council December 1st, but rather would await placing the matter on a Council agenda when a recommendation is forthcoming from the Board.

Trusting you will find this satisfactory.

C. SEVCIK,
City Clerk

CS/gr

c.c. Director of Community Services
Recreation Manager
Urban Planning Section Manager

R-26475

MEMORANDUM

DATE: NOVEMBER 21, 1986
TO: MAYOR & COUNCIL
FROM: EUGENE KULMATYCKI, CHAIRMAN
RECREATION, PARKS & CULTURE BOARD
RE: DOWNTOWN PLAZA CONCEPT PLANS

The Recreation, Parks and Culture Board, at a Special Meeting held Thursday November 20th, 1986, at 12:00 noon, was presented the conceptual plans for the development of this plaza. The Board had a number of questions that they would like to be further addressed and felt they needed more time to consider this plan before making a formal recommendation to City Council.

As a result of our meeting today the following resolution was passed unanimously:

It was moved by Shirley Hocken and seconded by Jack Engel that the Recreation, Parks and Culture Board present the Downtown Plaza Concept Plan to City Council as information only asking them to delay any consideration for any other use of this site until the Recreation, Parks and Culture Board has had an opportunity to consider this plan further at their regular scheduled meeting December 2nd, 1986.

MOTION CARRIED



per EUGENE KULMATYCKI, CHAIRMAN
RECREATION, PARKS & CULTURE BOARD

LH/EK/cs

City Clerk

Minutes of the Special Meeting of the City of Red Deer Recreation, Parks and Culture Board held Thursday, November 20th, 1986, at 12:00 noon in Committee Room "B" of City Hall.

PRESENT: Chairman Eugene Kulmatycki, Earl Beck, Shirley Hocken, Lorraine Martinek, and Jack Engel.

ABSENT: Alderman Tim Guilbault, Barb Toner, Donna Allan, and Harry Van Zeist.

STAFF: Don Moore, Lloyd McMurdo, Pete Weddell, and Lowell Hodgson.

GUESTS: Craig Curtis, Vern Parker; Red Deer Regional Planning Commission John Ferguson; Towne Centre Association, representatives of the Piper Creek Optimist Club.

Don Moore presented the concept plans for the development of a Towne Plaza to the Board pointing out that this concept development has been undertaken with the cooperation of the Piper Creek Optimists and is a follow-up to the Downtown Development Plan and the Recreation, Parks and Culture Master Plan. This concept has been developed to project the potential for the Sportsworld parking lot and how it might tie in with the existing City Hall Park. The preliminary cost estimate for this development is in the \$400,000.00 to \$500,000.00.

Board members then asked questions of Mr. Moore and the other staff present, expressing concern that they needed more time to consider this development and felt they were unable to give a recommendation to Council by December 1st, 1986.

Following a lengthy discussion the following motion was presented:

It was moved by Shirley Hocken and seconded by Jack Engel that the Recreation, Parks and Culture Board present the Downtown Plaza Concept Plan to City Council as information only asking them to delay any consideration for any other use of this site until the Recreation, Parks and Culture Board has had an opportunity to consider this plan further at their regular scheduled meeting December 2nd, 1986.

MOTION CARRIED

Meeting adjourned at 12:59 pm.

THE CITY OF RED DEER



Office of:
CITY CLERK
342-8132

P.O. BOX 5008
RED DEER, ALBERTA
T4N 3T4
March 4, 1986

Mr. David M. Manning,
JOHNSTON, MING, SCAMMELL,
MANNING, LAMB, MITCHELL & MOORE,
4th Flr., 4943 - 50 Street,
RED DEER, Alberta

Dear Mr. Manning:

346-5591

RE: Transit Route #1 Review

I would advise that the attached report from the Ad-Hoc Committee set up by Council to undertake a review of Transit Route #1 was presented to Council March 3rd, 1986.

At the above meeting, Council passed the following motion in regard this item:

"RESOLVED that Council of The City of Red Deer having considered report dated Feb. 21, 1986, from the Ad-Hoc Committee re: Transit Route #1 Review hereby concur with the comments as outlined in the said report and agree that the Ad-Hoc Committee be disbanded."

The decision of Council in this instance is submitted for your information and we will now await the update of the 1981 Transit Study being undertaken this year. In speaking with our Transit Superintendent, it is his expectation to have the update study completed around the end of June. No doubt you will be interested in this study and when the matter is brought to Council, we will endeavor to advise you at that time.

I trust that you will find this satisfactory and if you have any questions in the meantime, please do not hesitate to contact the Transit Superintendent, Mr. Grant Beattie, at 342-8225.

Yours sincerely,

C. SEVCIK,
City Clerk

CS/gr
Attach:
c.c. Transit Superintendent
City Engineer
Ad-Hoc Committee

*Postponed to about end
of October
Pub. Rpt. - by end of Sept
Grant Beattie Sept 8*

UNFINISHED BUSINESS

1.

NO. 1

February 21, 1986

TO: CITY COUNCIL
FROM: AD HOC COMMITTEE
RE: TRANSIT ROUTE #1 REVIEW

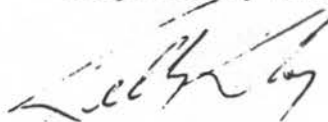
As you will recall, at the December 9th, 1985 Council meeting, an Ad Hoc Committee was established to meet with the Transit administration to review changes to Transit Route #1.

To date, the Ad Hoc Committee have met with the administration and studied possible changes to Route #1. However, no effective and efficient revisions to the route were found which would ensure continuity with the rest of the transit system. The main concern was that Route #1 be designed so riders were in time to make transfers to other buses. The present Route #1 is the only configuration that appears to allow this.

It is anticipated that in 1986, an updated Transit Study of the 1981 Transit Study will be completed. Until such Study is completed, it is the recommendation of the Ad Hoc Committee that Transit Route #1 remain in its present form.

With this report, it would now seem in order that the Ad Hoc Committee be disbanded. This is submitted for Council's information and consideration.

Respectfully submitted,



for Alderman R. McGregor,
Chairman,
Ad Hoc Committee

Commissioners' Comments

We would concur with the comments of the Ad-Hoc Transit Committee.

"R.J. MCGHEE"
Mayor

"M.C. DAY"
City Commissioner

THE CITY OF RED DEER



Office of:
CITY CLERK
342-8132

P. O. BOX 5008
RED DEER, ALBERTA
T4N 3T4
March 4, 1986

Dr. G.R. McAllister,
#200, 5201 - 43 Street,
RED DEER, Alberta

342-6623

Dear Dr. McAllister:

RE: Transit Route #1 Review

I would advise that the attached report from the Ad-Hoc Committee set up by Council to undertake a review of Transit Route #1 was presented to Council March 3rd, 1986.

At the above noted meeting, Council passed the following motion in regard this item:

"RESOLVED that Council of The City of Red Deer having considered report dated Feb. 21, 1986, from the Ad-Hoc Committee re: Transit Route #1 Review hereby concur with the comments as outlined in the said report and agree that the Ad-Hoc Committee be disbanded."

The decision of Council in this instance is submitted for your information and we will now await the update of the 1981 Transit Study being undertaken this year. In speaking with our Transit Superintendent, it is his expectation to have the update study completed around the end of June. No doubt you will be interested in this study and when the matter is brought to Council, we will endeavor to advise you at that time.

I trust that you will find this satisfactory and if you have any questions in the meantime, please do not hesitate to contact the Transit Superintendent, Mr. Grant Beattie at 342-8225.

Yours sincerely,

C. SEVCIK,
City Clerk

CS/gr

c.c. Transit Superintendent
City Engineer
Ad-Hoc Review Committee

THE CITY OF RED DEER



Office of:
CITY CLERK
342-8132

P. O. BOX 5008
RED DEER, ALBERTA
T4N 3T4

March 4, 1986

Dr. David L. Crowe,
#251, 5201 - 43 Street,
RED DEER, Alberta

342-4402

Dear Dr. Crowe:

RE: Transit Route #1 Review

I would advise that the attached report from the Ad-Hoc Committee set up by Council to undertake a review of Transit Route #1 was presented to Council March 3rd, 1986.

At the above noted meeting, Council passed the following motion in regard this item:

"RESOLVED that Council of The City of Red Deer having considered report dated Feb. 21, 1986, from the Ad-Hoc Committee re: Transit Route #1 Review hereby concur with the comments as outlined in the said report and agree that the Ad-Hoc Committee be disbanded."

The decision of Council in this instance is submitted for your information and we will now await the update of the 1981 Transit Study being undertaken this year. In speaking with our Transit Superintendent, it is his expectation to have the update study completed around the end of June. No doubt you will be interested in this study and when the matter is brought to Council, we will endeavor to advise you at that time.

I trust that you will find this satisfactory and if you have any questions in the meantime, please do not hesitate to contact the Transit Superintendent, Mr. Grant Beattie, at 342-8225.

Yours sincerely,

C. SEVCIK,
City Clerk

CS/gr
c.c. Transit Superintendent
City Engineer
Ad-Hoc Committee

THE CITY OF RED DEER



Office of:

CITY CLERK
342-8132

P.O. BOX 5008
RED DEER, ALBERTA
T4N 3T4

March 4, 1986

Mr. Harold Good,
CENTRAL ALBERTA FLORISTS LTD., 342-1515
5156 - 43 Street,
RED DEER, Alberta

885-4606

Dear Mr. Good:

RE: Transit Route #1 Review

I would advise that the attached report from the Ad-Hoc Committee set up by Council to undertake a review of Transit Route #1 was presented to Council March 3rd, 1986.

At the above meeting, Council passed the following motion in regard this item:

"RESOLVED that Council of The City of Red Deer having considered report dated Feb. 21, 1986, from the Ad-Hoc Committee re: Transit Route #1 Review hereby concur with the comments as outlined in the said report and agree that the Ad-Hoc Committee be disbanded."

The decision of Council in this instance is submitted for your information and we will now await the update of the 1981 Transit Study being undertaken this year. In speaking with our Transit Superintendent, it is his expectation to have the update study completed around the end of June. No doubt you will be interested in this study and when the matter is brought to Council, we will endeavor to advise you at that time.

I trust that you will find this satisfactory and if you have any questions in the meantime, please do not hesitate to contact the Transit Superintendent, Mr. Grant Beattie, at 342-8225.

Yours sincerely,

C. SEVCIK,
City Clerk

CS/gr

Attach:

c.c. Transit Superintendent
City Engineer
Ad-Hoc Committee

March 4, 1986

TO: AD HOC COMMITTEE
FROM: CITY CLERK
RE: TRANSIT ROUTE #1 REVIEW

Your report dated February 21, 1986 concerning the above topic, was presented to Council March 3rd, 1986, and at which meeting the following motion was passed by Council:

"RESOLVED that Council of The City of Red Deer having considered report dated Feb. 21, 1986, from the Ad-Hoc Committee re: Transit Route #1 Review hereby concur with the comments as outlined in the said report and agree that the Ad-Hoc Committee be disbanded."

As noted in your report, there does not appear to be any other possible alternative to Route #1 which would ensure continuity with the established transit configuration. It is also noted that an update is being undertaken this year of the 1981 Transit Study and until such time as the study is completed, the established routes will remain in effect.

We wish to convey our thanks to the members of the Ad-Hoc Committee for the time and energy spent endeavoring to overcome this difficult problem.

C. SEVCIK,
City Clerk

CS/gr

c.c. Transit Superintendent
City Engineer

PROPOSAL
FOR THE EXTENSION OF THE
CITY OF RED DEER TRANSIT SYSTEM
SERVICE HOURS

Prepared by:
Brent Walker, President
Red Deer College
Students' Association
December 10, 1986

REQUEST

That the City of Red Deer approve an extension to the hours of operation of the public transit system in Red Deer.

The following are some alternatives among the options for an extension of bus service hours.

A - an extension of the full service of the public transit system until:

- (i) 10:00 pm
- (ii) 10:30 pm
- (iii) 11:00 pm
- (iv) 11:30 pm
- (v) 12:00 pm

B - an extension of limited service of the public transit system until:

- (i) 10:30 pm
- (ii) 11:30 pm
- (iii) 12:30 pm
- (iv) later

A limited service extension would mean an increase in the number of hours during which public transit would be available but a reduction in the frequency of service per hour. This alternative would reduce overall costs of extending the service by as much as half while still providing a better service to the public.

A limited bus service extension would allow a single bus to cover more than one route per hour, or provide a "tailored route" to service all areas by a reduced number of buses:

C - Any combination of A and B (as above).

NEED

The current system of bus service ends at the early hour of 9:30 pm (effectively). The fact that the public transit system shuts down so early creates problems for those who depend upon it as their only means of transportation throughout the City. If one would like to go out in the evening to catch a "movie"; even if it is the "early show", one is not able to depend upon the bus system to get home. This seems somewhat ridiculous! As well, many businesses are currently opening their doors in the late evenings in order to offer a better service to their customers. These businesses are not serviced by the public transit system due to the early shut down of it's operation.

One of the specific groups adversely affected by the early shutdown of the bus system is college students. Currently night classes do not end until 9:20 pm at the College. As well the College library is open until 10:00 pm. Students who are enrolled in a night class and who use the bus service must either leave their class early in order to catch the last bus, and miss course work, or walk home. There are many students who currently depend upon the bus system as their only form of transportation, if they wish to study in the library late, then they will miss their bus. If during exam period they get the unlucky draw of a late exam then they must do the same as well.

The problem has been approached in a different manner, and College administration has looked into changing class schedule times. There are, however, many problems associated with this. They are as follows:

- (i) An earlier night class schedule would result in an under utilization of classrooms as classes are also scheduled from 5:00 pm - 6:30 pm with night classes beginning at 6:30 pm.
- (ii) A shifting of class schedules would also result in increased time-tabling conflicts for students.
- (iii) Community members who use the College and who take night classes and who work would not be able to make it on time to class if classes began at 6:00 pm.
- (iv) None of the above even address the problems of students utilizing the library to the fullest extent possible at night, or address the problems of late evening exams.

The problem in its entirety seems to be the extremely limited service of the bus system at night. This results both in under utilization of the service by those who see it as inadequate, as well as a constant frustration to those who use the service regularly and who depend upon it as their only means of transportation. A longer service would increase an individuals freedom of access to many city facilities as well as provide a great flexibility in the personal choices of the individual.

We wish to recommend that the City extend the bus scheduling hours on a limited service basis until 11:30 pm nightly excluding Sundays.

I would ask that you give careful consideration to this proposal for an extension to the transit system service hours. For many people including College students, this is the sole form of transportation affordable to them and currently imposes many restrictions due to the very limited hours of it operation.

Thank you,



NO. 1

THE CITY OF RED DEER



P.O. BOX 5008

RED DEER, ALBERTA

T4N 3T4

342-8225

TRANSIT DEPARTMENT

October 27, 1986

TO: Director of Engineering Services

FROM: Transit Manager

RE: 1986 Transit Study Update

The attached report (revised report) is a Transit Administration analysis of the second draft of the 1986 Study Update submitted by Professor John Morrall of the University of Calgary.

G. E. BEATTIE,
Transit Manager

GEB:sp

ADMINISTRATIVE SUMMARY

Existing System

The current public transportation system in Red Deer is continuing to lose its integrity and reliability in the eyes of the Red Deer Transit user. Some of the schedules can no longer be met consistently and the result is a continuing drop in system ridership. Although the overall design and concept of the current radial system is ideal for Red Deer, serious consideration must be given to making changes to restore the integrity and reliability of the overall system. These considerations should include an assured transfer connection in the Downtown core, a level of service that shows system progression, and service extension into certain new areas of the City.

Schedule Changes for 1987 Implementation

The study commissioned by Council and carried out by Dr. J. Morrall proposes that an 80 minute schedule module be implemented with 40 minutes off-peak and 20 minute peak headways. The Transit Administration feels that the proposal could be viewed as a reduction in level of service from the current 30 minute off-peak and 15 minute peak service. The 80 minute schedule module is agreed with however service levels should show increased level of service in order to attract lost ridership and/or new ridership.

In point of fact, the level of service during peak hours will change from 15 to 20 minutes. This is not considered to be a significant change in service levels, but may be perceived as such.

Route Changes for 1987 Implementation

The Transit Administration is in agreement with the proposed changes to Routes 2 and 4. However, the proposal of later evening service should not, in the opinion of the Transit Administration, be implemented in 1987. It is our opinion that the basic system as it now stands should be re-established as a viable transportation alternative prior to considering extension to present hours.

The Post 1987 Period

The Transit Administration is in agreement that the main impact in this period will be the Ross/49 Street couplet. As the results will be a number of routes being reorganized, an indepth study prior to the project completion is necessary.

The proposal that a para-transit system be investigated during this study is also agreed upon in principle.

Transit Terminal

The Transit Administration concurs with the Study proposal that the Sport's World site would be best suited for a Transit terminal. Other sites were considered and dismissed because of physical size, access and egress restrictions, route compatibility and proximity to downtown core. Of the two alternatives proposed for this site, the north/south form of construction would be the less disruptive to the existing R.C.M.P. and City employee parking. Due to conflict with the proposed Town Plaza, an indepth study into the feasibility of the Transit Terminal versus the Town Plaza is recommended by the Transit Administration. Meeting will be arranged with the RDRPC, Towne Centre and other interested groups.

System Monitoring

The proposed computerized monitoring system is acceptable to the Transit Administration. However, at the time of the writing of this report, the issue of transferring the collected data to our software has yet to be resolved. The Transit Administration would recommend that an individual whose background will enhance the transferring project be hired on a temporary basis to complete the transfer. The Study Consultant has verbally suggested a student who would meet the criteria for the summer of 1987.

Transit Fare Policy

The Transit Administration concurs with the Study proposal that fare increases be established at slightly above the consumer price index. However, concerns lie with the fact that the service being offered must justify any pending fare increase. Fare increases with reductions in service levels would be extremely difficult to market.

Future Transit Studies

The Transit Administration concurs with the proposal that the next major study be initiated approximately 18 months prior to the implementation of the Ross/49 Street couplet. It is further agreed that the study should include review of Sunday and Holiday service, para-transit service and should include detailed planning for an off-street Transit Terminal. In addition, the proposal for later evening service should be included at this time.

Transit Marketing

Given that the level of service (increased headways) will decrease somewhat, we feel it is essential that a strong advertising campaign be launched. We must make the public aware that although the pickup times are not as frequent as in the old system, the system will now be made more punctual and dependable, that route extensions are being implemented, etc. Regaining lost ridership is much more difficult than attracting new riders, and we must expend every effort to minimize adverse reaction.

School Board Charters

Although not addressed in the Study report, the Transit Administration would recommend that the Transit Dept. cease operation of school charters. The operation of school charters has been adversely affecting the peak hour operation and reliability of the regular public transportation system.

In July 1986 the Transit Administration received the first draft report of the findings of the transit Study Update. Briefly, the first draft recommended alterations to the link travel times and the downtown transfer point times. Testing of these proposals by Red Deer Transit personnel showed that it was not possible to maintain the schedule and provide an assured passenger transfer at the major downtown transfer area. Subsequently, the proposals were rejected as unfeasible and Prof. Morrall was requested to re-draft the proposals. The second draft was received by the Transit Administration at the end of September 1986 and the recommendations proposed have been analyzed.

The report proposes that an 80 minute schedule module be adopted for implementation in 1987. Although the Transit Administration is in agreement with the 80 minute module, the Administration is not in total agreement with the proposed service headways. The proposal is for 40 minute off-peak and 20 minute peak headways and although no additional operating costs would be evident, the Transit Administration has some concern. It is the opinion of the Transit Administration that such a proposal is in fact a decrease of the level of service now being offered. It is felt that if longer headways were implemented, the general public would envision the maneuver as a step backwards. It is felt that the result would be a continued loss of general ridership, even though a timed transfer connection downtown would be assured. In addition, with a public attitude being one that the Transit System has reduced its level of service, it would be difficult to justify fare increases to offset the continuing rising costs of Transit operations. However, one benefit to 40 minute off-peak and 20 minute peak headways is that it would be fairly simple to convert to a 20 minute headway. In reviewing this proposal it is the opinion of the Transit Administration that adopting the 40/20 minute headways would not enhance the image of the public transportation system in Red Deer.

The Study Update proposes some minor route changes to the Routes 2 and 4. In reviewing the proposed changes, the Transit Administration is in agreement. It should be pointed out, however, that the proposed change to the Route 2 in Upper Fairview would eliminate the routing on Fairway Avenue. This necessitates a turn-around loop being constructed on Kerry Wood Drive and Fern Road at a substantial capital cost. However, the Transit Administration would agree with the proposal never-the-less, as the current Transit routing along Fairway Avenue is, in fact, substandard for Transit Operations.

As far as the Route 4 is concerned, there is agreement in the proposal that sees a large loop at both the north and east ends of the route. The larger loop encompassing Rosedale, Deer Park and Eastview Estates is a desirable

Page two

option. The option of splitting the loops and having a large common routing area would not be an acceptable alternative as downtown transfer connections would not be assured and a portion of the City would receive a level of service superior to other areas.

It is further proposed by the Consultant that consideration be given to an extension of evening service. Although there is some agreement, a number of concerns are evident.

Firstly, the cost of operation for evening service would be substantial (approx. \$140,000/year) with the return for additional revenues being somewhat minor in nature. Historically speaking, it is common throughout the industry that the majority of evening riders are pass holders and not a major revenue generator. Although it is true that later evening service may result in additional passes being sold, it is not felt that the increase in sales would be substantial.

Secondly, the shift schedule for our Operator Staff although not impossible, would be difficult. The major concern would be the availability of part time staff and whether or not the hours available would be attractive enough to retain the necessary staff.

Further to this it is the opinion of the Transit Administration that the system as it currently operates is fast losing its integrity and reliability. Therefore, it is felt that the system as it stands, should be put back on track and re-established as a viable public transportation system. Once that priority has been reached, additional service could be considered.

Six sites were investigated for an off-street Transit Terminal within the Study report. Three of the sites; 51 Avenue and 52 Street, Gaetz Avenue and 45 Street and 51 Avenue and 46 Street were rejected on the basis of walking distance to the central business district, lot size and transit access and routing.

Site 3, the Post Office lot was rejected because the construction of the terminal would necessitate the demolition of the Post Office building at an unacceptable cost.

Site 2, the CPR Station area was also rejected by the Consultant because of the walking distance to the downtown centre and the transit access and routing awkwardness. In addition, it is the Transit Administration's understanding that Alberta Transportation is opposed to the building of a Transit Terminal in this area. This opposition is based on the fact that a terminal in this area would hinder traffic flows in a high density traffic area.

Page three

The proposal presented by the Consultant is the current Sport's World lot as it is ideal from a Transit planning and operations point of view. Two alternatives were presented with Alternative 'A' showing an east/west construction and Alternative 'B' showing a north/south construction. Alternative 'B' would appear to be the most practical as the north/south construction will permit retention of the existing R.C.M.P. and City employee parking lots.

The problem that is apparent however, is the fact that this site is suggested for the Town Plaza being proposed by the Regional Planning Commission as outlined in the Downtown Concept Plan. Although the Downtown Concept Plan recognizes the fact that the Public Transportation System should retain the Downtown as its major focal point, the Planning Commission would appear to be opposed to the Sport's World lot being designated for future Transit Terminal development. The fact remains however, that many sites were investigated and that the Sport's World site remains the number one site in terms of enhancing the viability of the Transit System.

The Red Deer Regional Planning Commission has suggested that the future centre of the Downtown will be in the area of 51 Avenue and Ross Street and that the Transit Terminal should be constructed in that area. The fact is that this area may or may not be developed pending rail re-location. If rail re-location was to proceed, development of the area would take a number of years. It is the opinion of the Transit Administration that a Transit terminal should be built within the next three years regardless of rail re-location. Notwithstanding the above, it should be pointed out that if the area of 51 Avenue and Ross Street were to become the City Centre, the Transit terminal could be re-located if required.

In consultation with the City Engineering Department, two construction plans have been drafted to show the Transit terminal on the Sport's World lot. The first plan indicates the complete terminal as illustrated in the Study report. The total cost has been estimated at \$525,000 (1986 Dollars). As the project would be eligible for cost-sharing with the Province, the City cost would be 25% or \$131,250.

The second plan indicates a phasing type project that should meet the Transit requirements for at least five years after construction. The plan allows for the terminal to be constructed in conjunction with some public parking being retained. An estimated cost of \$405,000 has been established for both the terminal and parking construction. Again, the project would be eligible for cost-sharing with the City's share being 25% or \$101,250. An additional cost of \$185,000 (City Cost - \$46,250) will be incurred to complete the phasing project.

Page four

It should be pointed out that a substantial cost (\$55,000) is dedicated to landscaping the area. This landscaping would make the terminal pleasing to the eye and give it a somewhat park-like setting. The Transit Administration believes that the Transit terminal, if landscaped, could be an asset in both function and appearance to the City's downtown.

In order that the magnitude of the project is fully understood, the Transit Administration, with the realization that public parking would be lost on this site, has requested a fair market value for the lands. The value of the land in the Sports World lot, as received by the City Assessor, is \$918,750. or \$22.00/sq. ft. Although extremely difficult to assess, it would appear that if land became available as a result of rail re-location, the cost of this land could be marginally less than the Sports World lot.

The Transit Administration's opinion is that the Sports World lot meets all the necessary requirements for a Transit Terminal and remains the ideal site in comparison with other available land.

The Study further proposed that fare increases be assessed at a rate that is slightly above the consumer price index. The Transit Administration would agree with the concept but has some difficulty recommending increases when the integrity of the overall system is in question. It is our opinion that fare increases are more readily accepted by the Transit patron if the level and quality of service justifies the increase. It is felt that the proposed changes to the system could be viewed as a decrease in service levels and not a progression.

In light of the fact that the Ross/49th Street couplet project appears to be continuing as planned, the Study recommends that an in-depth Study similar to the one conducted in 1981 be undertaken 18 months prior to the couplet project completion. The Transit Administration would support this recommendation with emphasis being placed on evening, Sunday and Holiday service requirements and the detailed planning of the off-street Transit Terminal.

The area of system monitoring through computerization remains somewhat up in the air. Although a large amount of acceptable work has been performed by the consultant, the fact remains that the data has not been transferred to the software package currently being used by the Transit Department. The consultant has verbally advised the Transit Administration that transferring the data would entail a significant amount of time and has proposed that a University of Calgary student be hired for the summer of 1987 to perform the work and train the appropriate Transit Staff. The issue of costs or cost sharing has yet to be resolved.

Page five

Although the Study did not address any issue pertaining to the operation of the school board charters, the Transit Administration has some concerns regarding the service.

School charters are a special service over and above the regular public transportation system. These charters are on a cost plus basis and are operated only if the charters can be integrated with the peak hour extras. This concept was a firm recommendation of the 1981 Transit Study. At that time it was possible to supply a limited number of school charters as the peak hours were only one hour in duration.

Over the past couple of years the peak hour demand has escalated to a 2 hour peak period in both the morning and afternoon. Subsequently, half of the system operates a two hour peak service and the other half operates a one hour peak service. The result is an inconsistency within the peak hours of operation that results in a requirement to supply overload buses to meet the peak hour passenger demands.

The result is overcrowded buses with unreliable service levels. Therefore, the Transit Administration would recommend that the Transit Dept. no longer supply School Charters and attempt to re-establish the overall Transit System.

TOWNE CENTRE ASSOCIATION of RED DEER

#300, 4929 ROSS ST., RED DEER, ALBERTA T4N 1X9 (403) 340-8696



TO: Mayor McGhee and Members of Council
City Hall
Red Deer, Alberta

December 5th., 1986

RE: Proposal for Downtown Transit Station

Dear Mayor McGhee and Members of Council,

As directed by the board of the Association, this letter represents the Associations concerns regarding the consultants report entitled Red Deer Transit Study Update 1986, prepared by John F. Morrall, for the City of Red Deer.

The Association agrees that a major transit terminal site will be needed in the near future and we are pleased that the transit site is being addressed in this report. However, the Association has some major concerns regarding the proposals outlined in this report, specifically as it concerns the Sportsworld block. Without further in depth study of the impact of this proposal, the Association cannot support the Sportsworld site, a significant development area, as an appropriate location for a Transit Terminal.

Having only received the study three days ago, the Association has not had an opportunity to develop opinion on each part of the report. As a result, the Association requests that no decision be made on the Transit site until all affected parties have had an adequate amount of time to respond to the report. Additionally, the Association is concerned that not enough consideration has been given to railway relocation and its effects on a transit terminal. With rail relocation and the ensuing development of that property, the center of the downtown business district will likely shift from its present accepted location. In addition, it appears on initial perusal, that the report does not adequately address the potential of alternative transit systems such as a downtown shuttle service.

Thank you for your consideration of the Associations concerns.

Respectfully yours,

John P. Ferguson, General Manager.

TIME	12:00
DATE	12/05/86
BY	ds



RED DEER REGIONAL PLANNING COMMISSION

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

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

Telephone: (403) 343-3394

4 December 1986

Mr. C. Sevcik
City Clerk
City of Red Deer
P.O. Box 5008
RED DEER, Alberta
T4N 3T4

Dear Sir:

Re: 1986 Transit Study Update

It is the understanding of the Urban Planning Section that the recently prepared Transit Study Update will be presented to City Council at its meeting December 15, 1986. We are grateful to have had an opportunity to be involved in this study during the data gathering phase and also to have been given an opportunity to review the report and submit comments at this time.

As is obvious, transit is an integral part of both transportation and land use planning. Transit routes are a major consideration in determining the pattern of collector streets within residential areas and the location of higher density housing sites. Within the downtown area, the transit system impacts on parking requirements and land use.

As stated in the report, the Transit Study Update has been undertaken to review the existing system regarding:

- operations
- requirements for route extensions
- impact of roadway changes on the transit system
- future sites for a downtown transit terminal
- fare strategies
- level of service assessment
- computer scheduling
- route design and statistical studies, and
- timing of a follow-up major in-depth Transit Study.

The Update was undertaken at this time to address a number of possible changes to be implemented in 1987. These primarily involve schedule and route changes and management improvements. The other aspects addressed in the Study would not appear to require decisions until after 1987.

...../2

MUNICIPALITIES WITHIN COMMISSION AREA

CITY OF RED DEER—TOWN OF BLACKFALDS—TOWN OF BOWDOEN—TOWN OF CARSTAIRS—TOWN OF CASTOR—TOWN OF CORONATION—TOWN OF DIDSBURY—TOWN OF ECKVILLE—TOWN OF INNISFAIL—TOWN OF LACOMBE—TOWN OF OLDS—TOWN OF PENHOLD—TOWN OF ROCKY MOUNTAIN HOUSE—TOWN OF STETTLE—TOWN OF SUNDRE—TOWN OF SYLVAN LAKE—VILLAGE OF ALIX—VILLAGE OF BENTLEY—VILLAGE OF BIG VALLEY—VILLAGE OF BOTHA—VILLAGE OF CAROLINE—VILLAGE OF CLIVE—VILLAGE OF CREMONA—VILLAGE OF DELBURN—VILLAGE OF DONALDA—VILLAGE OF ELNORA—VILLAGE OF GADSBY—VILLAGE OF HALKIRK—VILLAGE OF MIRROR—SUMMER VILLAGE OF BIRCHCLIFF—SUMMER VILLAGE OF GULL LAKE—SUMMER VILLAGE OF HALF MOON BAY—SUMMER VILLAGE OF NORGLENWOLD—SUMMER VILLAGE OF ROCHON SANDS—SUMMER VILLAGE OF WHITE SANDS—SUMMER VILLAGE OF JARVIS BAY—COUNTY OF LACOMBE No. 14—COUNTY OF MOUNTAIN VIEW No. 17—COUNTY OF PAINTERTON No. 18—COUNTY OF RED DEER No. 23—COUNTY OF STETTLE No. 6—MUNICIPAL DISTRICT OF CLEARWATER No. 99

4 December 1986
Mr. C. Sevcik
Page two

The Urban Planning Section would like to express a major concern regarding the Sports World block being indicated in the Study as the location for a downtown transit terminal. As stated in the report, this site as a transit terminal is in direct conflict with the Downtown Concept Plan approved by City Council which recommends that this block be comprehensively redeveloped for a retail, parking and plaza complex.

As I am sure City Council appreciates, the Sports World block is one of the most strategically located development sites in the downtown core. Many of the public submissions, including those from the Chamber of Commerce and the Towne Centre Association, suggested during the downtown planning process that this block be developed as a retail and cultural/recreation focus with a parking component. In response to these submissions, the Downtown Concept Plan proposes that the block be developed to accommodate an open plaza, ground floor retail development and an upper level parkade. The block is also identified as one of six prime retail sites in the commercial core.

In assessing possible terminal locations, the report considered six sites but examined only two in detail. Besides the Sports World site, the other location was a site south of the CPR Station which would be situated within the median between the extensions of Ross and 49 Streets once the railway yards are relocated. This site was recommended for consideration in the Downtown Concept Plan but subsequent planning related to the Major Continuous Corridor Project indicated it would probably not be feasible. This Transit Study confirms that the median site would not be operationally feasible but noted that alternative sites north of the Ross Street Couplet in the vicinity of the railway yards would "afford easier access from a traffic operations standpoint". However the Study did not further explore this possibility.

Using the typical terminal site plan provided in the Study, the Urban Planning Section has submitted to the Transit Department an illustration of how a terminal might be developed north of the CPR Station adjacent to 51 Avenue. Although we acknowledge that this alternative could only be considered subject to relocation of the railway yards, our preliminary evaluation in terms of the site objectives indicates that the site has merit. We would recommend that this site and possibly others be fully examined prior to Council making a decision regarding a terminal site.

In regard to other aspects of the Study, the concept of paratransit is discussed but is not related to its possible application in the downtown. The terms of reference specifically mentions downtown shuttle service but this does not appear to be explored. Our other main concern relates to the need to expand the transit system from a 60 minute module to an 80 minute module. It appears that there is no choice in extending the timing of the routes but this may have the effect of making the service less convenient as an alternative.

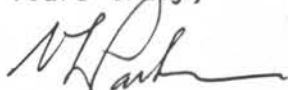
4 December 1986
Mr. C. Sevcik
Page three

Although there are parts of the Transit Study Update that Council will have to consider for implementation in 1987, it is strongly recommended that City Council defer any consideration of the Sports World parking lot as a site for a downtown transit terminal for the following reasons:

- It is considered that alternative locations require further study.
- It is not necessary to make a decision immediately on the location of a downtown transit terminal.
- The Study recommends that the present terminal location be retained for the immediate post 1987 period.
- It is considered that the use of the Sports World parking lot as a transit terminal would be incompatible with adjacent land uses and reduce the potential for a comprehensive redevelopment of the entire block as outlined in the Downtown Concept Plan.
- The Study recommends that the selection of a terminal site be a key element of the next major transit study.

In view of the opposition to downtown transit terminal proposals in the past, it is further recommended that any proposals for a terminal site be referred for comment to groups with a direct interest in the downtown including the Towne Centre Association; Chamber of Commerce; and Recreation, Parks and Culture Board.

Yours truly,



Vernon Parker
Associate Planner
Urban Planning Section

VP:lt

THE CITY OF RED DEER



P.O. BOX 5008

RED DEER, ALBERTA

T4N 3T4


342-8225

TRANSIT DEPARTMENT

December 1, 1986

TO: City Clerk
FROM: Transit Manager
RE: Attached Letter - Red Deer College

The attached was received from the College Student's Association and is self-explanatory. Ms. Manning has indicated a desire to attend the Council meeting when the study update is presented. A portion of the study deals with the issue of extended hours or service and the Student Association would like to make a presentation in favour of extending service.


G. E. BEATTIE,
Transit Manager

GEB:sp



November 18, 1986

Dear Mr. Beattie,

Re; Extension of Bus Service for Red Deer College

It has come to the attention of the Student Council that the last bus service coming to the Red Deer College is at the present at 9:10 p.m. This poses a serious problem for our students enrolled in night courses; the classes end at 9:20 and 10:00 p.m.

Hence, the need for an extension of bus service for the Red Deer College students. We request that the bus service be extended until 10:00 p.m. or if possible 11:00 p.m. We feel some students don't buy bus passes because of the limited services of the transit system to them. An extension of bus services could increase utilization during peak hours as well as increase the sale of bus passes.

If you require the Student's Association to do a presentation regarding this matter for the city council meeting on the 1st of December, please feel free to contact Brent Walker, President of the Association for further assistance.

Thank you for your assistance and we will look forward to hearing from you.

Sue Manning
Council Member
RDCSA

COMMISSIONER'S COMMENTS

Due to the complexity of this matter, we would recommend that following Council's discussion at this meeting, an Ad Hoc Committee be established to review the report, correspondence and comments received, and that said Committee submit recommendations back to Council for consideration. The Committee could be similar in makeup to the committee appointed by Council in the Fall of 1980 to review the Transit operations at that time. (see following page)

NOTE: Members of Council are reminded to bring their copies of the report which they received with their Agendas of December 1.

"R. J. McGHEE"

Mayor

"H.M.C. DAY"

City Commissioner

TRANSIT REVIEW

MEMBERS

PUBLIC SCHOOL BOARD

Mrs. Phyllis Anderson 343-1135 Bus.
56 Springfield Ave.
RED DEER, AB

Mr. Bill Brownlee, Supt.
Public School Board 347-1101 Bus.
4747 - 53 Street
RED DEER, AB

SEPARATE SCHOOL BOARD

Mr. Hubert Bouten (Alternate) 343-1127 Res.
#5 MacKenzie Crescent
RED DEER, AB

Mr. Joe Docherty, Supt.
Separate School Board 343-1055 Bus.
3827 - 39th Street
RED DEER, AB

ALDERMANIC REPRESENTATION

Alderman J. Kokotailo, Ch. 347-6559 Res.
77 Selkirk Blvd.
RED DEER, AB

Alderman I. Shandera
4909 - 48 St. 343-7470 Bus.
RED DEER, AB

Alderman L. Pimm (alternate) 343-2033 Bus.
47 Obelrin Ave. 347-6093 Res.
RED DEER, AB

CITY STAFF

Mayor
City Commissioner
Transit Supt.
Transit Operations Manager
City Treasurer

MEMORANDUM

April 8, 1987

TO: Ad-Hoc Transit Committee

FROM: City Clerk

RE: Ad Hoc Transit Committee Recommendations

I would advise that the recommendations of the Ad Hoc Transit Committee as outlined in the report dated March 25, 1987, from the Committee were considered by Council Monday, April 6, 1987, and at which meeting Council passed the following motion.

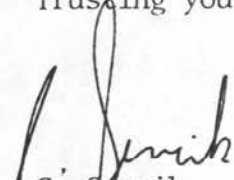
"RESOLVED that Council of the City of Red Deer having considered recommendations from the Ad Hoc Transit Committee dated March 25, 1987, hereby approve said recommendations as presented to Council April 6, 1987, with the exception of the establishment of a temporary off-street Transit Terminal on the Sports World Parking Lot at this time and subject to the matter of schedule signage at each bus stop receiving further consideration by the Ad Hoc Transit Committee."

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

As noted in the resolution all of the recommendations were accepted by Council with the exception of the interim transit terminal and Council also requested that the matter of signage be further considered.

By way of a copy of this memo, we trust that the Transit Manager will give due notice to the Public School Board with regard to the discontinuance of school charters by the end of June 1987. We also trust that once the results of the College Survey with regard to later evening service is received, this matter will be given further attention.

Trusting you will find this satisfactory.



C. Sevcik
City Clerk

c.c. City Commissioners
Dir. of Community Services
Dir. of Engineering Services
Transit Manager
Dir. of Finance
Urban Planning Section Mgr.
Recreation Mgr.

File: CS-710

MEMORANDUM

DATE: March 10, 1987

TO: Mayor Bob McGhee &
City Council

FROM: Eugene Kulmatycki, Chairman
Recreation, Parks & Culture Board

RE: DOWNTOWN PLAZA AND LANDSCAPING PROJECT

Council Members will recall that following approval of the Downtown Concept Plan as prepared by the Regional Planning Commission, the Recreation Board was authorized to proceed with preliminary planning for the Downtown Plaza and Landscape Standards.

The firm of Landplan Associates Limited of Calgary, in association with Bill Boucock Partnership, a Calgary architectural firm, was engaged to carry out this work. A committee including Messrs. Craig Curtis and Vern Parker from the Red Deer Regional Planning Commission, Mr. Lloyd McMurdo, Parks Manager, Mr. Lowell Hodgson, Recreation Manager, Mr. John Ferguson, representing the Towne Centre Association and Mr. Don Moore, Community Services Director, worked with the consultants in developing the concept. The plan has been presented to the Towne Centre Association Board of Directors, and a copy of a letter from them is attached hereto. The plan was then presented on December 2nd, 1986, to the Recreation, Parks & Culture Board for comment, and the staff were asked to re-address the matter of integrating the Farmers' Market into the plan in a more appropriate way. This was done in consultation with Alderman Dennis Moffatt because of his involvement in the Farmers' Market project. The Recreation, Parks & Culture Board then reviewed the project for a second time with some proposed amendments affecting the Farmers' Market, and concluded that the plan as presented, subject to certain concerns, should be approved in principle, and that the Farmers' Market should be located at an appropriate time on the northwest corner of the Recreation Centre site.

.../2

File: CS-710
Page 2

Based on the foregoing, the Recreation, Parks & Culture Board would recommend approval of the plan as presented, in principle, subject to the following:

1. The creation of several one-way traffic vehicular patterns will segment blocks of pedestrian traffic, creating difficulty in accessing various nodes that comprise the Downtown Plan. This matter should be addressed in the final planning stages.
2. There is a possibility that the downtown core area could become a hangout for undesirables, as has occurred in other cities. Should this occur, the Plaza area would not be attractive to families and individuals using the facility, especially during evening hours. This matter should be addressed in the final detail planning, as well as in the operational plan.
3. There is no clear indication as to how a project of this nature will be financed. The Recreation Board feel that it should have low priority with respect to public funds, and other sources of support should be sought.
4. The Piper Creek Optimist Club have expressed interest in developing the playground area on the Plaza at an appropriate time, but would prefer a more conventional type of play apparatus, rather than that which appears on the plan.
5. The Board feel that the water spray should be deleted in the final design.
6. Attention should be given to the provision of access for equipment and service vehicles to the main pavilion area and to the possible skating pond.
7. The majority of Board members did not favour the reflecting pool and fountain adjacent to City Hall in City Hall Park.
8. The archways indicated in the plan as entrances to the downtown, were questioned. It was felt that these may be very costly and difficult to justify, but the concept was approved.

.../3

File: CS-710

Page 3

9. There was some question as to whether or not there should be a passive area in the Plaza Concept since the existing City Hall Park is primarily passive. However, the majority agreed that the area as designated should remain.
10. The Recreation, Parks & Culture Board support the Towne Centre Association's concern with respect to parking, recognizing that creation of the Plaza will reduce the amount of parking available in the downtown, and this must be attended to as the plan progresses.

In summary, the Board recognize that there is little likelihood that the Plaza project will proceed as proposed in the immediate future, but believe that adoption of the plan in principle will acknowledge the need for such space in the downtown area as an enhancement to the downtown environment, and a unique space that will accommodate a diverse range of leisure time activities which will appeal to a broad spectrum of the population, as well as visitors to the community.

The other landscape features as included in the plan could well proceed on a progressive basis, hopefully, with support of the business community.

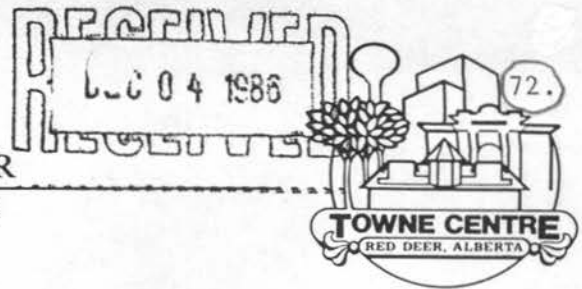
A copy of the consultant's report, including plans, is attached. Staff and Board members will be in attendance at Council Meeting to answer any questions that may arise.



Eugene Kulmatycki, Chairman
Recreation, Parks & Culture Board

/dmg

Attachment



TOWNE CENTRE ASSOCIATION of RED DEER

#300, 4929 ROSS ST., RED DEER, ALBERTA T4N 1X9 (403) 340-8696

To: Mr. Don Moore
Plaza Park Design Committee
City of Red Deer.

Dear Mr. Moore,

This letter, as directed by the board of the Association, will confirm the Associations continued support of the Plaza Park Concept. As you are aware, from the meeting attended by yourself on December 3rd., there are some areas of concern regarding the final concept plan submitted by LandPlan and Associates.

As a result, this letter of endorsement carries the following conditions of support.

- 1- The Association fully endorses the concept of a Towne Plaza Park, that integrates the commercial and recreational opportunities in the downtown and offers potential for the growth and development of social and cultural activities.
- 2- The development of the proposed park is contingent on the following factors;
 - a- That parking shall be replaced simultaneous with the park development.
 - b- That the design be modified so as to more appropriately embrace potential commercial development on the balance of the block
 - c- That the play area be a more practical, functioning play zone as compared to the depiction of a creative play area. Simply, that the facilities be unique as compared to the normal schoolyard application, but they be active equipment design as compared to nondescript elements of creative play.
 - d- That the final development of this park be timed to benefit and catalyze potential commercial development and investment.
 - e- That the concerns of the Farmers Market be adequately addressed. This is not to suggest that inappropriate emphasis be put on the total inclusion of the Farmers Market within the park specifically, but that consideration and an appropriate amount of planning be given regarding the market.

Conceptually, the details, both architectural and recreationally, as illustrated in the design concept are most appropriate and as a conceptual model of this park, are fully endorsed by this Association. We look forward to the continuing development of this project and the opportunity to provide details during the development of continued planning and production of specifications and working drawings.

Respectfully yours,

John P. Ferguson, Project Manager.

DOWNTOWN RECREATION / CULTURAL PLAZA
DOWNTOWN LANDSCAPE CONCEPT PLAN

CITY OF RED DEER

Landplan Associates Ltd.
landscape architects

201-1414 Kensington Road NW
Calgary, Alberta T2N 3T9
403-293-2777



Bill Boucock
Partnership
Architects

1510 Kensington Road N.W. Calgary Alberta T2N 4P2

DOWNTOWN RECREATION CULTURAL PLAZA

The Towne Plaza has been designed to become the focus of recreational and cultural activity in Red Deer Towne Centre. The plaza will be located between 48th and 49th Street, East of 49th Avenue and, in conjunction with City Hall Park to the north, will anchor the east end of the commercial core, just as Gaetz Avenue Mall anchors the west end. The design of the plaza provides flexibility for accommodating a wide variety of community activities, and when no structured activity is programmed for the plaza it will function as a fun and attractive urban park.

The major entrance to the Towne Plaza at the corner of 49th Avenue and 49th Street will feature a gateway reminiscent of the Towne Centre gateways. A stream emanating from the base of the gateway will meander along the western edge of the park to a large pond in the southwest corner of the site. The pool will function as a decorative feature in summer and will be used for ice skating in winter. A small island in the pond will add visual interest and provide an adventure space for youngsters. An active play area featuring large boulders placed on a hill will be located adjacent to the pond and the bridges leading to the island.

A pavilion and adjacent canopies will be centrally located in the plaza and will reflect the style, materials and colours of the gateways. The pavilion will be open on three sides with the potential of having one or two sides enclosed with moveable partitions to accommodate a wide variety of activities, from theatre and dance to exhibits and public gatherings. A grass amphitheatre is located to the north of the pavilion; paved surfaces are located to the south and east. The west end of the pavilion supports an overhead water feature that cascades into the pool. The five canopies adjacent to the pavilion can be used for exhibition space, outdoor eating, or just a shady place to relax.

A passive area north of the amphitheatre will provide space for casual strolling and relaxing. The Towne Plaza in its entirety will fulfill many community needs while serving as a dynamic open space in the heart of Red Deer.

Minor changes are proposed for City Hall Park including new entrances off 49th Avenue, widening of walkways, development of a fountain feature west of City Hall, and construction of a podium at the west entrance to City Hall. The podium will house mechanical equipment for the fountain, will provide safe access to the building and will provide a platform from which City Hall Park can be viewed.

DOWNTOWN LANDSCAPE CONCEPT PLAN

Entrance into the Red Deer Towne Centre will be announced by gateways on 49th Avenue at the south, and Gaetz Avenue at the north. The gateways will be distinct architectural elements designed to carry welcome signs or banner advertising current events. Style, materials, and colour of the gateways will be coordinated with features of the Towne Plaza and lanescape development. Decorative lighting and plant massings will enhance the gateways.

A boulevard tree planting program is proposed for the main thoroughfares in the Towne Centre. Much of the tree planting is now in place, such as along 47th Avenue and 55th Street. Trees will be planted 15 - 18 metres apart along boulevards, and a consistent edge treatment will be developed. In the commercial core, trees will be planted 10 - 12 metres apart, and sidewalks and street furniture will be redeveloped in a consistent manner.

The pedestrian laneway system will be expanded in the commercial core, and will feature consistency in paved surfaces, street furniture and lighting. Pocket parks, outdoor eating areas, and tree and shrub plantings will enliven the pedestrian laneways. Vehicular access in the laneways will be restricted to service vehicles. The feasibility of burying overhead lines will be reviewed.

Materials, colours and design features will be consistent from the Towne Centre gateways, through the streetscapes and pedestrian laneways, to the Towne Plaza. This will create a strong visual image for the Red Deer Towne Centre that will be easily recognized and appreciated.

COST ESTIMATES

76.

TOWNE PLAZA

Demolition and Earthwork		\$30,000
Mechanical Connections (Water, Sewer, Electricity, Gas)		55,000
Paving - Sidewalks	475 m ² @ \$40/m ²	19,000
Plaza paving	1600 m ² @ \$55/m ²	88,000
Turfstone	165 m ² @ \$45/m ²	7,500
Steps beneath waterfall		4,500
Lighting	15 @ \$2500	37,500
Street Furniture	Allowance	12,000
Pavilion with washrooms	8m x 16 m	80,000
Canopy Structures	5 - 5m x 5m	41,000
Plaza Gateway		20,000
Pond - Liner		28,000
Mechanical Equipment		20,000
Stream and pond edge		16,000
Waterfall		20,000
Bridges		2,000
Irrigation	3025 m ² @ \$5.60/m ²	17,000
Topsoil and Sod	3025 m ² @ 5.00/m ²	15,000
Trees - Large Deciduous	60 @ \$350	21,000
Flowering Deciduous	8 @ 300	2,500
Conifers	30 @ 350	10,500
Shrubs	Allowance	6,500
Play Area Boulders	Allowance	12,000
		<u>\$565,000</u>
10% Contingency		<u>56,500</u>
		<u><u>\$621,500</u></u>

To comply with a Phase One budget of approximately \$400,000., the following components could be considered for development under Phase Two:

30% of Plaza paving	\$27,000
Turfstone	7,500
Canopy Structures	41,000
Plaza Gateway	20,000
Island in Pond and Bridges	10,000
Stream	8,000
Waterfall	25,000
Play Area Boulders	14,000
50% of Shrubs	3,500

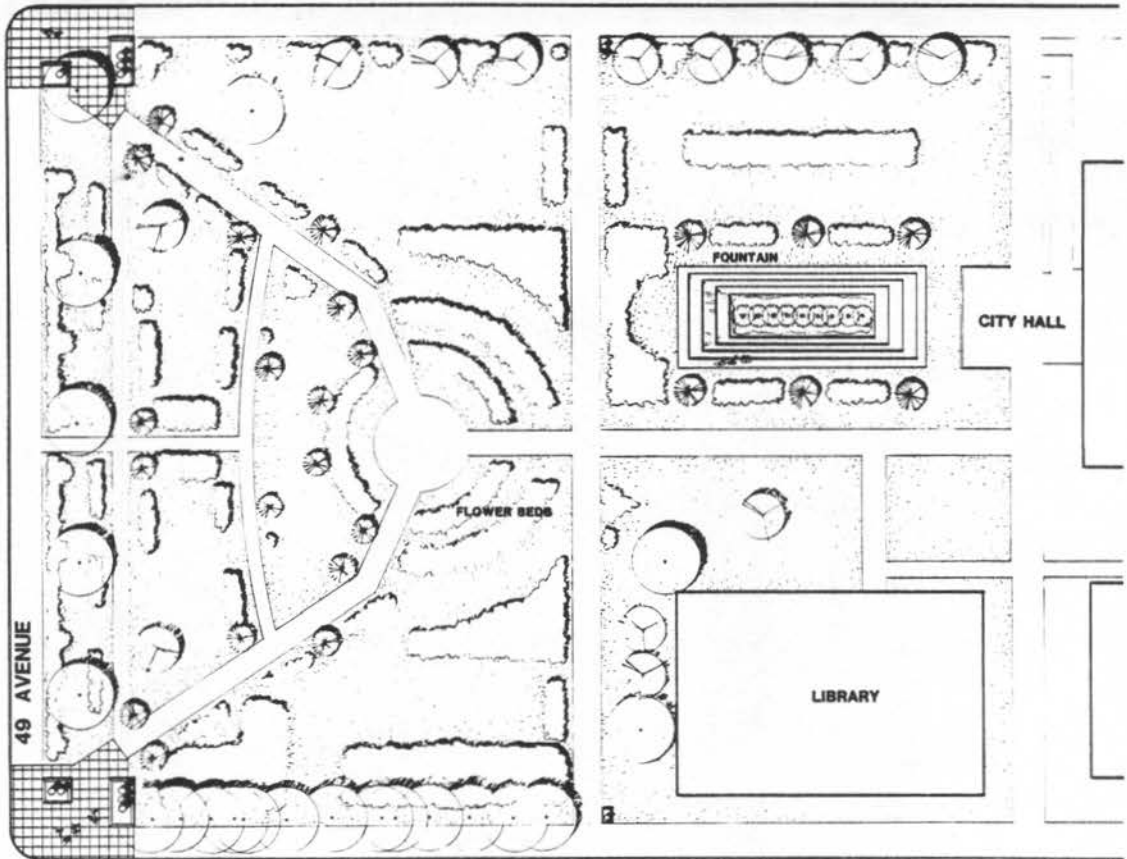
If development of the foregoing components was postponed to Phase Two for development and if the contingency was reduced to 5% from 10%, the cost of Phase One work would be slightly under \$430,000.

CITY HALL PARK IMPROVEMENTS

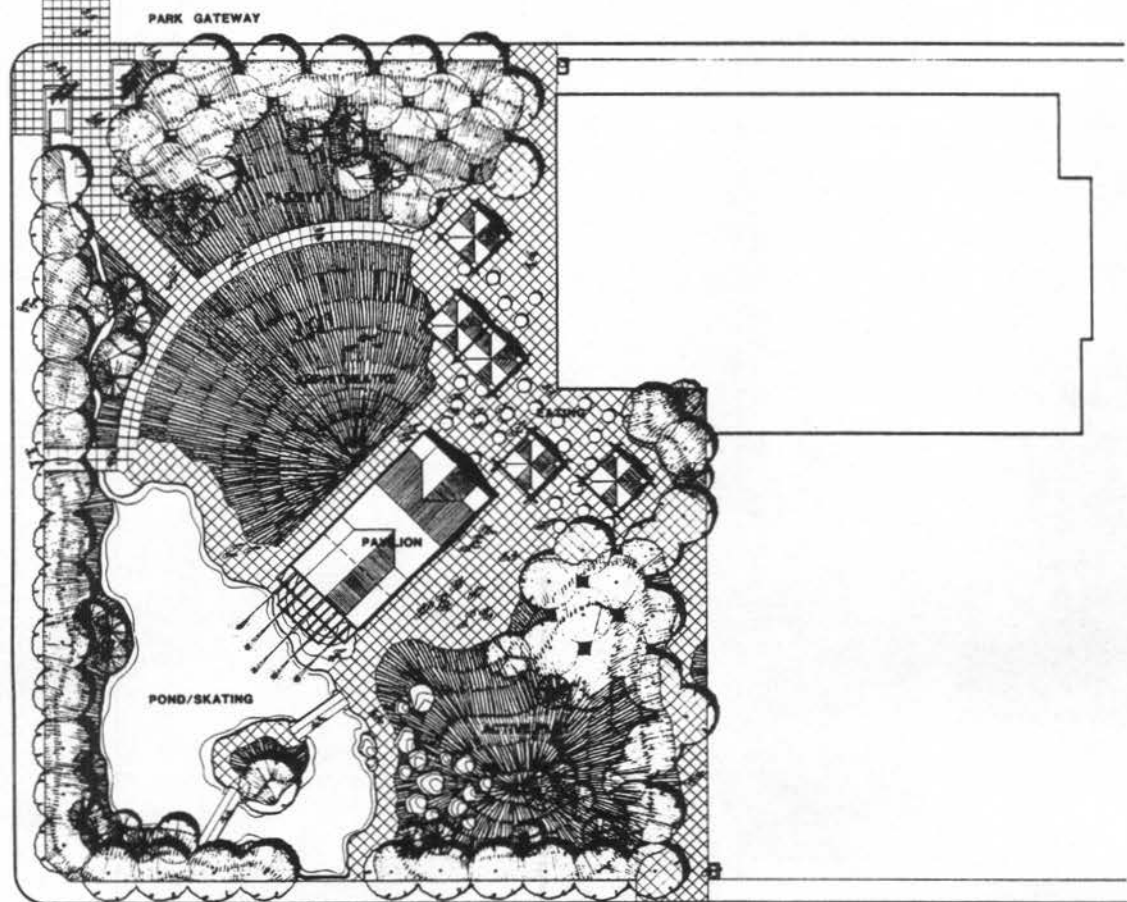
Mechanical Connections (Water, Sewer, Electric)	\$12,500
Gateways	25,000
Paving at Gateways	225 m ² @ \$55/m ² 12,500
Podium and Steps to House Mechanical Room	25,000
Pool - Brick and Concrete	20,000
Mechanical support	10,000
Walkway Widening and Bed Adjustments	15,000
	<u>\$120,000</u>
10% Contingency	<u>12,000</u>
	<u><u>\$132,000</u></u>

PEDESTRIAN LANEWAY SYSTEM

Paving	8500 m ² @ \$45/m ²	\$385,000
Lighting	80 Fixtures @ \$2500	200,000
Site Furniture (Benches, waste receptacles, Kiosks, Etc.) Allowance		72,000
Tree and Shrub Planting Allowance		95,000
		<u><u>\$752,000</u></u>



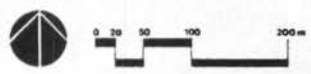
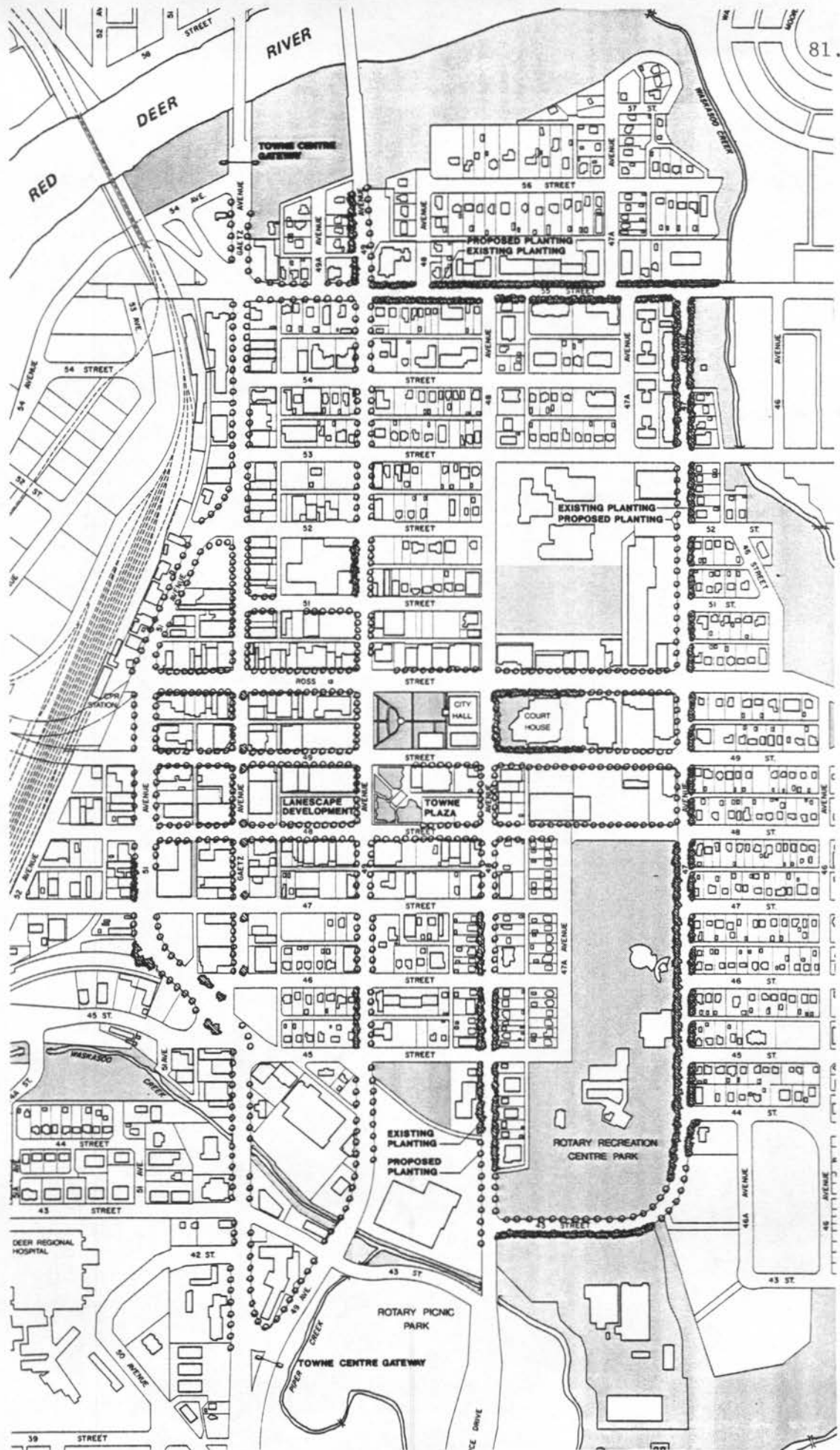
49 STREET



48 STREET



TOWNE PLAZA



TOWNE CENTRE



RED DEER REGIONAL PLANNING COMMISSION

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

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

Telephone: (403) 343-3394

16 March 1987

Mr. C. Sevcik,
City Clerk,
City of Red Deer,
P.O. Box 5008,
RED DEER, Alberta
T4N 3T4

Dear Sir,

RE: DOWNTOWN PLAZA AND
LANDSCAPING PLAN

1. During the public input stage for the preparation of the Downtown Concept Plan there were numerous submissions identifying the need for a cultural outdoor public space or "Town Plaza" in the Downtown area. This was largely in response to the recognition that City Hall Park is not suitable for major gatherings or performances. In addition, members of the public strongly opposed any changes to the present park layout, which would be necessary to accommodate these activities.
 - The Chamber of Commerce Recreation and Cultural Subcommittee, including members of the Recreation Board, noted the need for a central outdoor public open space and recommended the development of a "Town Plaza" to accommodate outdoor exhibits, entertainment, low key recreation (i.e. skating) special events and public gatherings. It proposed that this include an information kiosk, public washrooms and limited change facilities.
 - The Towne Centre Association supported the development of a similar type of facility on the Sports World parking lot, in conjunction with replacement parking.
2. The concept of a Downtown Plaza was not a new one. Indeed the 1982 City Centre Plan recommended the development of a Plaza, and multi-purpose people's building on the Sports World parking lot.

In response to the above recommendations, the Downtown Concept Plan recommends that comprehensive redevelopment of the block for commercial use and parking include development of an outdoor plaza. The Plaza was not envisaged as an isolated component but rather as a facility which could be used in conjunction with City Hall Park and act as a catalyst for a major commercial redevelopment of the whole block. (see attached perspective)

.... /2

MUNICIPALITIES WITHIN COMMISSION AREA

CITY OF RED DEER—TOWN OF BLACKFALDS—TOWN OF BOWDEN—TOWN OF CARSTAIRS—TOWN OF CASTOR—TOWN OF CORONATION—TOWN OF DIDSBURY—TOWN OF ECKVILLE—TOWN OF INNISFAIR—TOWN OF LACOMBE—TOWN OF OLDS—TOWN OF PENHOLD—TOWN OF ROCKY MOUNTAIN HOUSE—TOWN OF 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 DELBURN—VILLAGE OF DONALD—VILLAGE OF ELMORA—VILLAGE OF GADSBY—VILLAGE OF HALKIRK—VILLAGE OF MIRROR—SUMMER VILLAGE OF BIRCHCLIFF—SUMMER VILLAGE OF GULL LAKE—SUMMER VILLAGE OF HALF MOON BAY—SUMMER VILLAGE OF NORGLAND—SUMMER VILLAGE OF ROCHON SANDS—SUMMER VILLAGE OF WHITE SANDS—SUMMER VILLAGE OF JARVIS BAY—COUNTY OF LACOMBE No. 14—COUNTY OF MOUNTAIN VIEW No. 17—COUNTY OF PAINTERTON No. 18—COUNTY OF RED DEER No. 23—COUNTY OF STETTTLER No. 6—MUNICIPAL DISTRICT OF CLEARWATER No. 99

Mr. C. Sevcik
16 March 1987
Page two

The concept of the plaza was supported by the Recreation Board and the Towne Centre Association and the Downtown Concept Plan was approved in principle by City Council on November 25, 1986 as a "working policy document".

The plaza concept was again reviewed by City Council at its meeting on May 26, 1986, when the recommendations in Section 6.4 of the plan were "approved". One of these recommendations read as follows:

"It is recommended that the City investigate the development of the Sports World parking lot site as a central outdoor public space or "Town Plaza" to accommodate entertainment, outdoor exhibits, special events and public gatherings, on the understanding that development of the site be undertaken in conjunction with the replacement of the existing parking.

It is recommended that City Hall Park be retained as a passive recreation area and that no additional facilities be developed within its present boundaries."

City Council also authorized the above study of the plaza and approved a CRC grant of \$12,000 to the Piper Creek Optimist Club to facilitate the more detailed planning.

3. The proposed plaza was subsequently included in the updated Recreation Parks and Culture Master Plan which was approved in principle by City Council. However no capital budget was proposed for this project, which it was recognized could be funded in a variety of ways. These could include partial or total development by a private developer as part of a comprehensive development of the block, sponsorship by a service club together with a CRC Capital grant, or the utilization of AMPLE funds.
4. A partnership of Landplan Associates Ltd., Landscape Architects and Bill Boucock Partnership Architects was appointed to undertake the study of the plaza and the Downtown landscaping components.

The resulting more detailed plan for the plaza has now been approved in principle by the Recreation Parks and Culture Board and the Towne Centre Association and is submitted to City Council for consideration. (refer Figure 2 attached). The plan includes the major components outlined in the Downtown Concept Plan with the exception of the Farmer's Market.

Following a recommendation of the Recreation Parks and Culture Board, the Farmer's Market is now proposed to be ultimately relocated adjacent to Rotary Centre Recreation Centre Park. This site has been discussed with Alderman Dennis Moffat representing the Farmers Market and considered to be a viable alternative to the existing site. At the same time some of the smaller market components could continue to operate within the plaza.

Mr. C. Sevcik
16 March 1987
Page three

5. Since the initiation of the plaza proposal several new proposals have been put forward, which would radically alter the concept of a plaza on this site.
 - Firstly, Urban Dynamics Corporation have proposed a comprehensive development for the entire block including the Sports World parking lot and adjacent privately owned redevelopment sites. The concept proposed includes a plaza but the present proposal recommends the closure of a section of 49th Street which is unacceptable from a traffic planning perspective. (See Figure 3 attached)
 - Secondly, the Transity Study update recommends that the Sports World parking lot be utilized as an interim transit depot and that approximately \$500,000 be spent on capital improvements for this purpose.
6. The Urban Planning Section has carefully reviewed the alternative proposals for the Sports World parking lot. It is considered that the most appropriate use for this prime City lot would be for commercial retail purposes in conjunction with a substantial public parking component. The site's central location makes it ideal to complement potential redevelopment of the Bay parking lot and create a central retail focus in the Downtown core. This retail core could be expanded further west in the future to include lands vacated by possible railway relocation.

It is considered that the Urban Dynamics proposal or any other similar scheme could include a plaza component. This could be developed at ground level with retail beneath or on the roof of a portion of the development. As the City owns the site there are a large number of potential options which could be explored with the developer. In all these alternatives it is considered that the Farmer's Market should be ultimately relocated to the site recommended by the Recreation Parks and Culture Board. (refer Figure 4 attached)

The Urban Planning Section's comments in regard to the proposed interim bus depot have been previously documented. It is considered that this is inappropriate site for such a use, which is normally located on the periphery of the retail core, where land values are lower. Furthermore, a bus depot on this site, because of its incompatibility, would prevent the type of comprehensive retail development envisaged in the Downtown Concept Plan and well conceived in the Urban Dynamics Proposal.

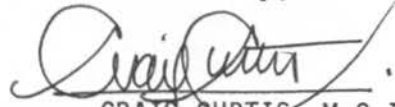
Mr. C. Sevcik
16 March 1987
Page four

CONCLUSIONS

7. In view of the above factors, it is not recommended that City Council approve the plaza layout as presented. It is, however, proposed that the City Administration further explore the plaza concept in conjunction with Urban Dynamics Corporation and any other potential developers of the Sports World lot.

In addition, it is proposed that City Council approve the ultimate relocation of the Farmers Market to the parking area to the north of Rotary Recreation Centre Park, including a portion of the present park area. This proposal would be viable whichever alternative use was ultimately selected for the Sports World site.

Yours truly,

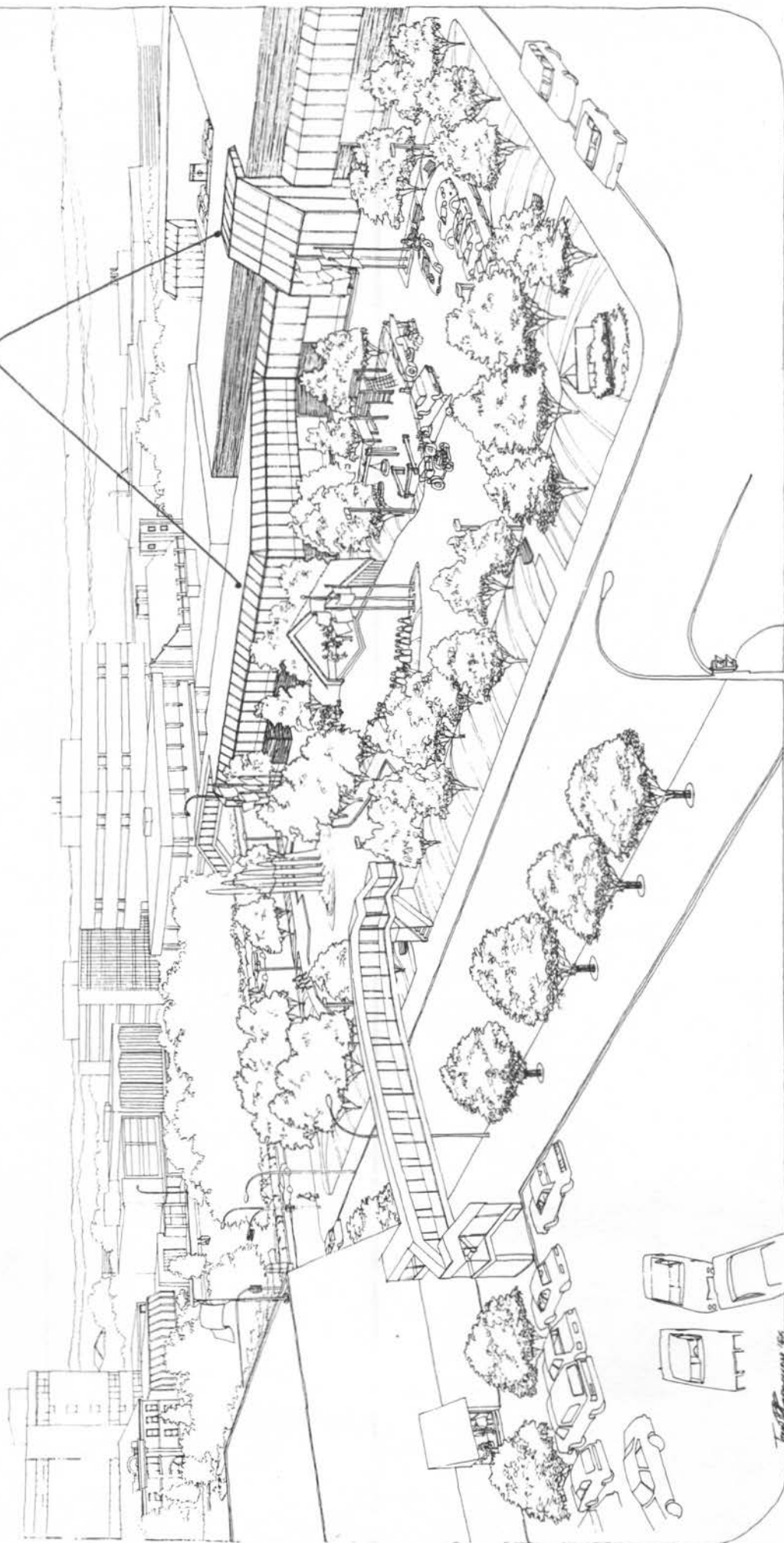


CRAIG CURTIS, M.C.I.P.
MANAGER
URBAN PLANNING SECTION

CC:lt



MAJOR COMMERCIAL DEVELOPMENT
INCLUDING PUBLIC PARKING



TOWN PLAZA CONCEPT

Portland, Oregon '95

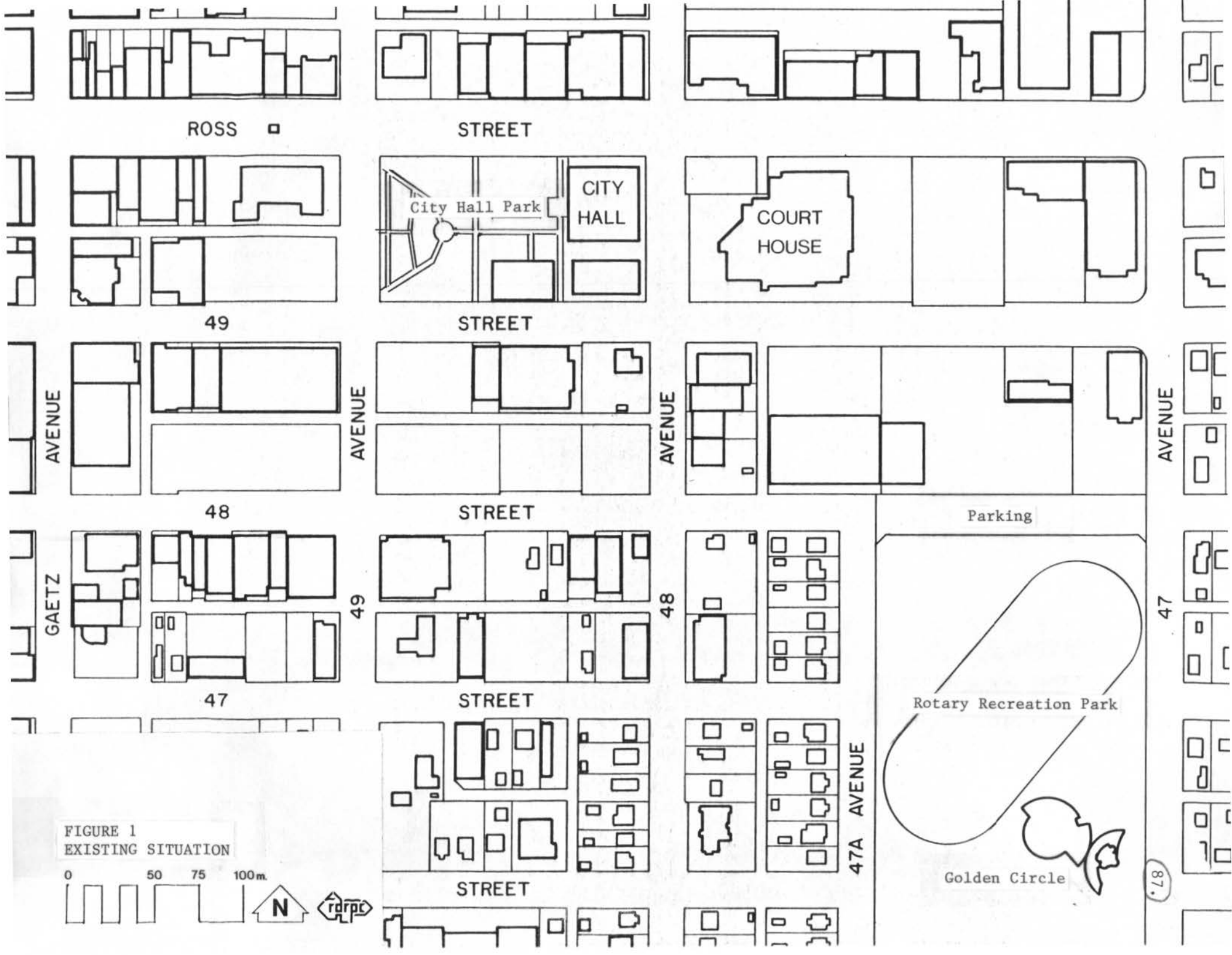
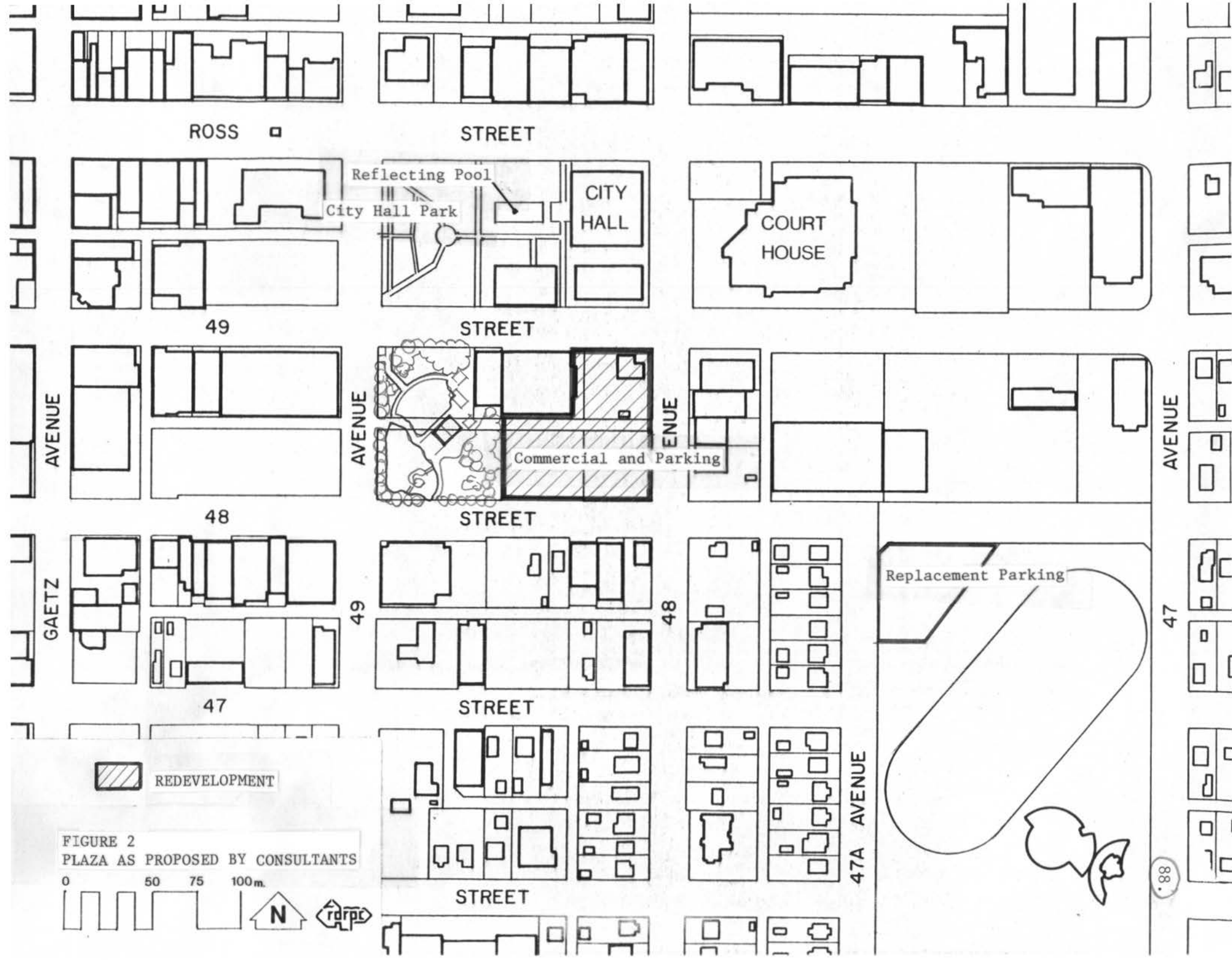
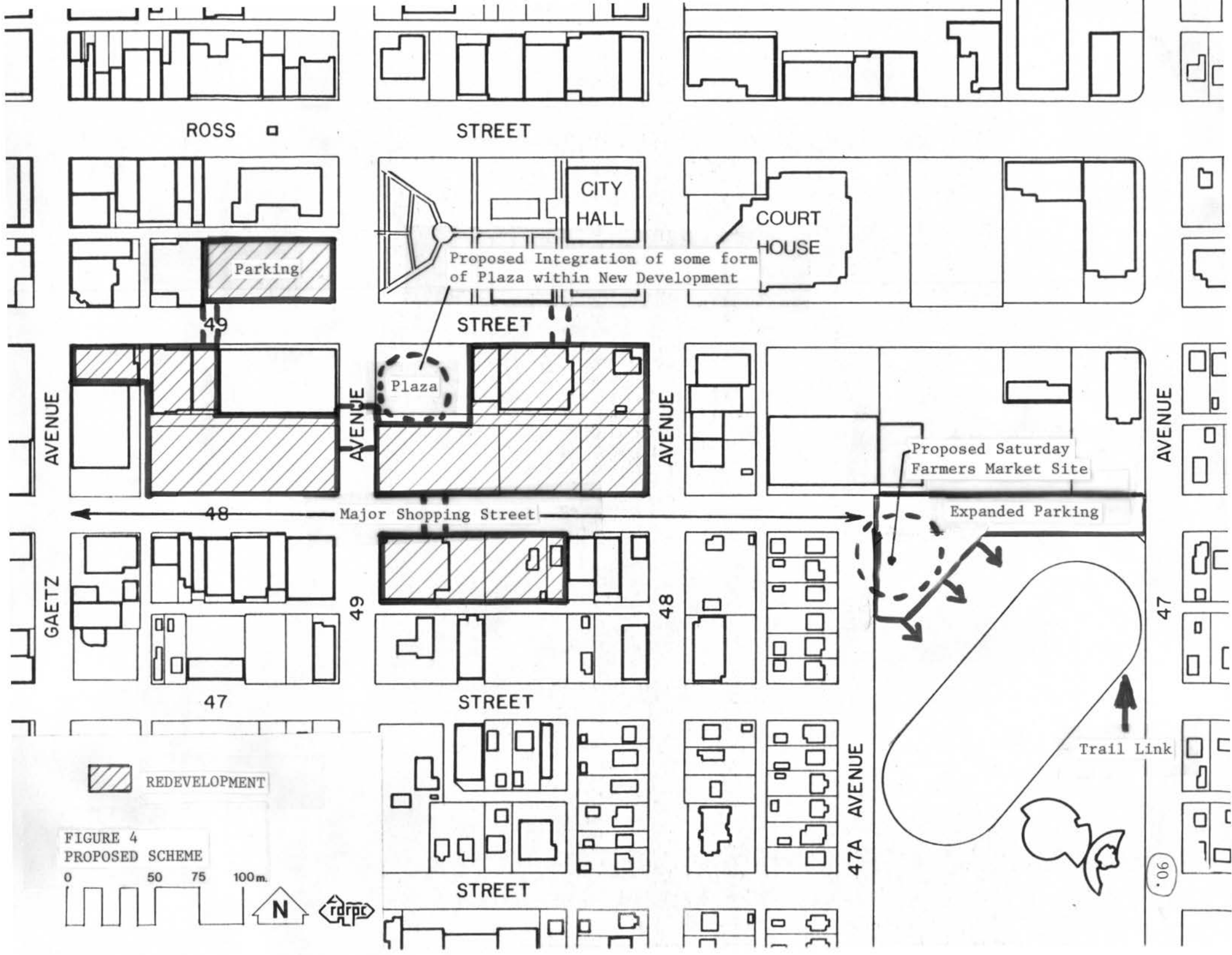


FIGURE 1
EXISTING SITUATION





Commissioner's Comments

In 1986 Council directed that some preliminary work be undertaken for the Downtown Plaza. This information is summarized as attached and is submitted, in our opinion, for Council's information only at this time. As can be seen with information contained on this Agenda, there are possible alternate uses for this site which ultimately Council will have to make a decision with regard to, and at that time all relevant information will be brought forward for Council's assessment.

"R. J. McGHEE"
Mayor

MEMORANDUM

April 8, 1987


TO: Recreation, Parks & Culture Board

FROM: City Clerk

RE: Downtown Plaza & Landscaping Project

Your report dated March 10, 1987, concerning the above topic was presented to Council Monday, April 6, 1987, and at which meeting, said matter was accepted for information and agreed that same be filed. As you are aware, there are a number of possible alternate uses for the site, east of 49 Ave. between 48 & 49 Streets, which Council will ultimately have to make a decision in regard to. At that time, all relevant information will be brought forward for Council's assessment.

The decision of Council in this instance is submitted for your information and trust you will find same satisfactory.



C. Sevcik
City Clerk

c.c. City Commissioners
Urban Planning Section Mgr.
Dir. of Engineering Services
Dir. of Community Services
Dir. of Finance
Rec. Mgr.

MEMORANDUM

April 8, 1987


TO: Recreation, Parks & Culture Board

FROM: City Clerk

RE: Downtown Plaza & Landscaping Project

Your report dated March 10, 1987, concerning the above topic was presented to Council Monday, April 6, 1987, and at which meeting, said matter was accepted for information and agreed that same be filed. As you are aware, there are a number of possible alternate uses for the site, east of 49 Ave. between 48 & 49 Streets, which Council will ultimately have to make a decision in regard to. At that time, all relevant information will be brought forward for Council's assessment.

The decision of Council in this instance is submitted for your information and trust you will find same satisfactory.


C. Sevcik
City Clerk

c.c. City Commissioners
Urban Planning Section Mgr.
Dir. of Engineering Services
Dir. of Community Services
Dir. of Finance
Rec. Mgr.

= ① Interim Transit Terminal
② Downtown Plaza (Recreation)
abandoned > X ③ Urban Dynamics Corporation Presl

NO. 12

File: CS-758

MEMORANDUM

DATE: March 30, 1987

TO: Mayor Bob McGhee
and City Council

FROM: Don Moore, Director
Community Services Division

RE: AGREEMENT BETWEEN ELKANA RANCH LIMITED
and THE CITY OF RED DEER

I am pleased to advise that we have been successful in negotiating a new arrangement with the present operators of Heritage Ranch.

The previous agreement was effectively a joint venture arrangement, and was based on the assumption that both the restaurant and equestrian services could be operated on a break-even or profit basis. At the end of last summer, it was apparent that this would not be the case, and the company asked that we renegotiate the terms, based on more realistic expectations. These negotiations have been underway, now, for some time, and it had been hoped that they would have been concluded prior to the preparation and approval of the 1987 budget. However, this was not possible, and as a result, it will be necessary to adjust the Waskasoo Park budget to reflect an increase in costs to The City, which can be met from the Waskasoo Park Operating Reserve Fund. A copy of the current budget, as approved by Council, is attached, along with a revised budget, based on the new agreement. Council will note that the increase brings the operating deficit for this particular Park node to a figure in excess of the Bower Ponds operational deficit, which is \$63,360.00, but quite in line with Fort Normandeau, and significantly less than the Kerry Wood Nature Centre. Based on the current Park use, we believe that this level of expenditure is justifiable, but it is, nonetheless, disappointing to find that our expectations for this particular section of the Park have not been met. We can take some solace in the fact that the opposite is true in the case of Bower Ponds, and probably, in the case of the River Bend Golf Course and Recreation Area.

There are five basic components to the arrangement that will bear further explanation. They are as follows:

.../2

File: CS-758
Page 2

1. Basic Facility Management & Operation

This provision is very similar to the arrangement in the present agreement, with the exception that the lessee is responsible for maintenance and repairs related to the kitchen equipment. The cost of operating the basic facility would be similar if it were operated utilizing City staff.

2. Food Services Operation

The contractor retains responsibility for food services, however, the level of service with respect to the restaurant will be quite different inasmuch as the full restaurant service would only be available on weekends and holidays, with a nominal coffee and snack service on the remaining days throughout the year. A consultant for the contractor has recommended this change in order that this aspect of the operation can be made profitable and The City can therefore receive a percentage of the gross revenue. It is their intention to increase catering services significantly, and this will include packages involving equestrian activity, as well as food services. They project that in the coming year the gross will be approximately \$80,000.00, and therefore, The City's share, based on $7\frac{1}{2}\%$ of the gross will be \$6,000.00.

3. Equestrian Services

The major change in the present arrangement is related to equestrian services. A management consultant has done a careful analysis of this aspect of the operation, and has concluded that it would be very difficult for this to be self-sustaining, and since it is a unique service that has appeal particularly to visitors and tourists, it is our view that it warrants a reasonable level of subsidy, similar to many of the other recreation and parks services which we provide. We have been provided with the contractor's estimate of costs and revenues related to this service, and it is recommended that the agreement reflect our intention to meet the deficit, which is expected to be \$15,000.00 this year. This would be renegotiated each year, and hopefully, would be substantially reduced once the service has been better established. Should the actual performance between now and December 31, 1987 improve,

.../3

File: CS-758

Page 3

there is an arrangement for the City to pay less as will be noted in the agreement. The equestrian services include the hay ride, sleigh ride, as well as the trail riding opportunities, and also provides for services to the Handicapped Riding Association, which has been an extremely popular and well received service. There will be a clear understanding on the level of service to be provided, and in all likelihood, much of this activity will be limited to the months of June, July and August, in order to make it as close to self-sustaining as possible.

4. Wagon Shuttle Service

In the agreement with the previous contractor, this was set out as a separate function, and the City paid a subsidy of approximately \$10,000.00 to the operator. The new agreement will have this service integrated, but on analysis of the operation, it is clear that it is a fairly major cost element and should be identified and evaluated as such. The contractor is prepared to continue to provide this regular shuttle service for a minimum of 75 days, at a cost of \$100.00 per day. Should the service be interrupted as a result of inclement weather, there wouldn't be any charge for that particular day. We are currently operating from the May holiday to the September holiday weekend. We intend to re-examine this and perhaps eliminate the shoulder seasons in the hope that costs would be reduced somewhat. Since it is a service that is provided in order to meet our commitment to making the Park as accessible as possible, we feel that we should continue to provide it, but with reasonable promotion and perhaps a minor change in policy with respect to a charge for disabled and elderly people, the revenue can be increased, and as noted, all revenues for this particular service would come to the City. Assuming 90 days of operation, the cost to the City would be \$9,000.00, and a conservative estimate of revenue would be \$3,000.00, and therefore, a deficit of \$6,000.00.

5. Visitor Services

In order to make the project more attractive to the contractor, we wish to arrange with them to provide the Visitor Service on a limited basis, from the May holiday to the September holiday weekend. We would pay them for this service as outlined, with an understanding that a designated person must be hired to provide the service, and must be assigned to the Information Booth at all times. The advantage to them is that this person could be utilized in part of their operation, and it may also be possible for them to apply for a grant from a government agency.

File: CS-758

Page 4

In addition to the foregoing, the arrangement provides for the contractor to maintain certain daily records and monthly reports, which will help us to evaluate the operation. It also provides for access to their books and provisions for insurance, which, I understand, are acceptable to the Director of Finance.

I would recommend that City Council enter into an agreement as proposed subject to the approval of the City Solicitor.

Because there is some urgency in bringing this matter to Council, and because it was necessary to meet Council Agenda deadline, we have not had an opportunity to discuss this matter with the Recreation, Parks and Culture Board. However, they have agreed to a Special Meeting on Friday, noon, and therefore, their comments will be available for consideration of Council at the Council Meeting.

A handwritten signature in dark ink, appearing to read "Don Moore". The signature is stylized with a large, looped "D" and a cursive "Moore".

Don Moore, Director
Community Services Division
The City of Red Deer

/ccs

Attachments

HERITAGE RANCH
REVISED OPERATING BUDGET

	<u>1987 Revised</u>	<u>1987 Original</u>
Revenue:		
Shuttle service	\$ 3,000.00	-
Concessions & Franchises	6,000.00	\$20,490.00
Operating Functions	6,300.00	6,300.00
	<u>\$ 15,300.00</u>	<u>\$26,790.00</u>
Expenditures:		
Salaries	\$ 3,120.00	\$ 3,120.00
Hourly Wage Personnel	2,080.00	2,080.00
Telephone	2,220.00	2,220.00
Advertising	3,000.00	3,000.00
Management Fee	35,870.00	35,870.00
Information Service	6,900.00	-
Equestrian Lease (Note 1)	25,500.00	10,000.00
Repair & Maintenance	350.00	350.00
Contractual Services	4,180.00	4,180.00
Equipment Rental	580.00	580.00
Electric Light & Power	5,000.00	5,000.00
General Supplies	1,500.00	1,500.00
Vandalism	200.00	200.00
Construction & Maintenance Supplies	1,480.00	1,480.00
Natural Gas	2,000.00	2,000.00
Operating Functions	6,300.00	6,300.00
Capital Functions	2,990.00	2,990.00
	<u>\$103,270.00</u>	<u>\$80,870.00</u>
Net Operating Deficit	(\$ 87,970.00)	(\$54,080.00)

NOTE 1: Include \$15,000.00 for equestrian operation deficit and \$10,500.00 for the shuttle service.

THE CITY OF RED DEER - 1987 OPERATING BUDGET

PROGRAM		FUNCTION	DEPARTMENT		FORM B3	
WASKASOO PARK		HERITAGE RANCH	RECREATION			
OBJECT CODE	DESCRIPTION	BUDGET 1986	REQUESTED 1987	PROJECTED 1988		
	<u>REVENUES</u>					
	1-7227-0500					
1-7227-0599 930	<u>FROM OPERATING FUNCITONS</u>					
	House Rental	6,300	6,300	6,490		
1-7227-0500 842	<u>PROVINCIAL GOVERNMENT GRANTS</u>	49,610	54,080	42,770		
1-7227-0599 461	Restaurant Commissions	---	20,490	21,000		
		55,910	80,870	70,360		

97.

THE CITY OF RED DEER - 1987 OPERATING BUDGET

PROGRAM WASKASOO FACILITIES		FUNCTION HERITAGE RANCH	DEPARTMENT RECREATION		FORM B3
OBJECT CODE	DESCRIPTION		BUDGET 1986	REQUESTED 1987	PROJECTED 1988
110	2-7227-0500 <u>SALARIES</u>		3,210	3,120	3,310
120	<u>HOURLY WAGE PERSONNEL</u>				
	Sweep Road & Parking Lot				
	4 hrs @ \$18.40 hr		73.60		
	Grading Gravel Parking Lot				
	3 hrs @ \$18.40 hr		55.20		
	Construction & Maintenance Crew				
	10 hrs @ 16.00 hr		160.00		
	Recreation Department				
	140 hrs @ \$12.81 hr		<u>1,793.40</u>	520	2,140
217	<u>TELEPHONE</u>				
	Pay Phone		258.96		
	Monitor Fire Alarm System		368.36		
	Telephone System		<u>1,594.00</u>	260	2,290
221	<u>ADVERTISING</u>				
	Brochures & Place Mats		2,000.00		
	Advertising, Radio - Newspapers		<u>1,000.00</u>	3,000	3,090
245	<u>MANAGEMENT FEE</u>				
	Management Fee to Operate Facility				
	Supervision, Custodial, Security		15,000	-31,920- 35,870	32,880

THE CITY OF RED DEER - 1987 OPERATING BUDGET

PROGRAM WASKASSO FACILITIES		FUNCTION HERITAGE RANCH	DEPARTMENT RECREATION		FORM B3
OBJECT CODE	DESCRIPTION		BUDGET 1986	REQUESTED 1987	PROJECTED 1988
275	<u>REPAIR & MAINTENANCE</u>				
	Repairs for Miscellaneous Items		350	350	360
279	<u>CONTRACTUAL SERVICES</u>				
	Extend Outdoor Water Services		740.00		
	Electrical		150.00		
	Snow Removal		600.00		
	Plumbing		150.00		
	Heating		150.00		
	Alarm System		499.20		
	Plant Maintenance		600.00		
	Water Well System		500.00		
	Pump Out Septic Tank		110.00		
	Miscellaneous Repairs		280.00		
	Window Maintenance		<u>300.00</u>		
			25,440	3,780 4,180	3,890
463	<u>EQUIPMENT REPAIR INTERNAL</u>				
	Sweep Road & Parking Lot		257.50		
	Grade Gravel Parking Lot		159.15		
	Truck Rental		<u>166.85</u>		
			820	580	600
464	<u>CITY UTILITIES - POWER</u>				
	Light & Power		----	5,000	5,150

THE CITY OF RED DEER - 1987 OPERATING BUDGET

PROGRAM WASKASOO PARK		FUNCTION HERITAGE RANCH	DEPARTMENT RECREATION		FORM B3
OBJECT CODE	DESCRIPTION		BUDGET 1986	REQUESTED 1987	PROJECTED 1988
510	<u>GENERAL SUPPLIES</u> Normal Operating Supplies		930	1,500	1,550
515	<u>VANDALISM R & M</u>		-----	200	210
530	<u>CONSTRUCTION & MAINTENANCE SUPPLIES</u> Normal Construction & Maintenance Supplies		-----	1,480	1,530
543	<u>NATURAL GAS</u>		-----	2,000	2,060
761	<u>OPERATING FUNCTIONS</u>			6,300	
762	<u>CONTRIBUTED TO CAPITAL FUNCTIONS</u> - Page 413		210	2,990	1,000
	2-7227-0502				
	<u>HERITAGE RANCH EQUESTRIAN</u>				
279	<u>CONTRACTUAL SERVICES</u> Equestrian Services to Heritage Ranch		-----	10,000	10,300
				<u>30,870</u>	
			49,740	<u>68,100</u>	70,360

100.

Commissioner's Comments

We would recommend Council support the new agreement for the operation of the Heritage Ranch area.

"R. J. McGHEE"
Mayor

File: CS-769

MEMORANDUM

DATE: April 6, 1987

TO: Mayor Bob McGhee and
City Council

FROM Eugene Kulmatycki, Chairman
Recreation, Parks & Culture Board

RE: ELKANA RANCH AGREEMENT

At a special meeting of the Recreation, Parks & Culture Board on Friday, April 3, 1987, the report prepared by Don Moore, Director of Community Services, with respect to the agreement between the Elkana Ranch Limited and The City of Red Deer was reviewed.

The Board were in general agreement with the proposed terms of the agreement, but felt that the visitor services and the wagon shuttle should be deleted, and that the equestrian subsidy should be limited to the proposed \$15,000.00 figure.

Subject to these recommended changes, the Board feel that it would be appropriate to enter into the agreement as proposed.

Respectfully,



Eugene Kulmatycki
Chairman

/dmg

Submitted to City Council

Date: April 6/87

April 8, 1987

MEMORANDUM

TO: Dir. of Community Services

FROM: City Clerk

RE: Agreement between Elkana Ranch Ltd. and the City of Red Deer

Your report dated March 30, 1987, concerning the above topic was presented to Council Monday, April 6, 1987. The report of the Recreation, Parks & Culture Board dated April 6, 1987, was also distributed to members of Council at the aforesaid meeting.

Council passed the following motion agreeing to your recommendations and that of the Recreation, Parks & Culture Board.

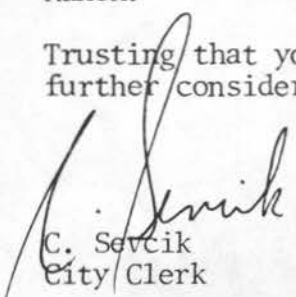
"RESOLVED that Council of the City of Red Deer, having considered report dated March 30, 1987, from the Director of Community Services re: Agreement between Elkana Ranch Ltd. and The City of Red Deer, pertaining to the Heritage Ranch, hereby approve entering into the proposed Agreement subject to same being satisfactory to the City Solicitor and also subject to the recommendations of the Recreation, Parks & Culture Board and as recommended to Council April 6, 1987."

"RESOLVED that Council of the City of Red Deer hereby approve the revised 1987 Operating Budget pertaining to the Heritage Ranch as presented to Council April 6, 1987."

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

Members of Council while approving your recommendations nevertheless requested that the final draft of the agreement be submitted back to Council for final approval. Council appeared to be somewhat concerned regarding the stable proposed by Elkana Ranch Ltd. In addition, Alderman Kokotailo indicated that he wished to see how the proposed stable fits in with the overall plan of the Heritage Ranch.

Trusting that you will bring the matter back to Council in due course for Council's further consideration.



C. Sevcik
City Clerk

c.c. Recreation, Parks & Culture Board
Recreation Manager
Dir. of Finance
Waskasoo Park Management Bd.
City Solicitor

NO. 13

March 26, 1987

TO: City Clerk

FROM: Director of Engineering Services

RE: Pretreatment Facility at Fletcher's Fine Foods Ltd.

As mentioned in previous progress reports, the Engineering Department has been working with several industries over the past year in an attempt to improve the quality of the effluent from the plants. In this respect, Fletcher's have now agreed to install a pre-treatment facility on their site, at an estimated cost of \$302,700. The project is eligible for 75% funding through the Agricultural Processing Industries Grant Program, which is administered through Alberta Utilities. In order to qualify for the grant, the application must be made by the municipality, and the municipality and the industry must enter into an agreement. The agreement covers several points, as per the attached document; however, it is essentially a means of ensuring that the funds are properly directed to the pretreatment project. The cost to the City of Red Deer will be limited to the administrative costs of the agreement. It should be pointed out, however, that revenue will decrease by approximately \$125,000 per year, assuming the pretreatment facility performs as intended. Currently the City of Red Deer assesses a surcharge to those industries whose effluent exceeds certain guidelines for three parameters as follows:-

- (1) Bio-chemical Oxygen Demand - 200 ppm.
- (2) Suspended Solids - 200 ppm.
- (3) Oil and Grease - 100 ppm.

The benefit to the City of Red Deer lies in the fact that the three parameters as listed above will be significantly reduced by the pre-treatment facility. This will delay the requirement to expand our wastewater treatment plant. It is much more economical to pre-treat a concentrated 900m³/day flow than expand our facility and treat this effluent after it has been mixed with 27000m³/day of domestic wastewater.

The Engineering Department has been advised by the province that the project is eligible for funding, and they have instructed us to proceed with an agreement. Once confirmation of funding is received

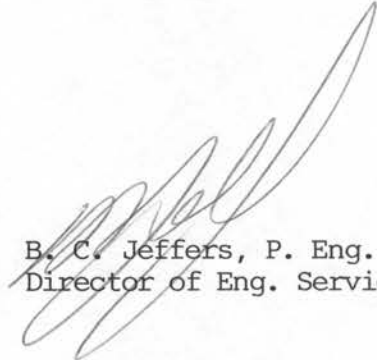
...cont'd

Fletcher's Pretreatment Facility

Page Two

from the provincial government, a further report will be presented to council, complete with a bylaw to formalize the city-province cost sharing arrangement.

Council approval to execute the agreement subject to confirmation of funding is respectfully requested.



B. C. Jeffers, P. Eng.,
Director of Eng. Services

RKP/sh
Attach.
c.c. Fletcher's Fine Foods
Director of Finance
W.W.T.P. Supt.

Commissioner's Comments

We would agree with the recommendations of the Director of Engineering Services. It should be noted that there is no cost to the City for this project other than the time spent by various personnel to administer the agreement. The City merely acts as a facilitator for the project.

"R. J. McGHEE"
Mayor

AGREEMENT

BETWEEN:

CITY OF RED DEER

(hereinafter referred to as "the City")

- and -

FLETCHER'S FINE FOODS LTD.

(hereinafter referred to as "Fletcher's")

WHEREAS Fletcher's operates a meat packing plant located within the boundaries of the City ("the Plant");

AND WHEREAS in the past the wastewater flowing from the Plant into the City's sanitary sewer system has contained high BOD (Biochemical Oxygen Demand), suspended solids and grease levels, which have resulted in sewage penalty costs being imposed by the City;

AND WHEREAS the parties wish to cooperate in a project to reduce the level of contaminants contained in the wastewater and to construct a pre-treatment facility located on the site of the Plant;

AND WHEREAS funds to assist in the construction of this facility may be available from the Alberta Department of Transportation and Utilities under the Agricultural Processing Industries Grant Program;

NOW THEREFORE the parties hereto agree as follows:

1. Fletcher's agrees to construct a Pre-treatment Sewage Facility (the "Facility") to be located on the site of the Plant in accordance with the project description contained in

Schedule "A" attached hereto and named "Fletcher's Fine Foods Ltd. Process Wastewater Project prepared by RTM Engineering Ltd." and in accordance with the Wastewater Treatment System Process Flow Diagram attached as Schedule "B" hereto.

2. The Facility to be constructed shall result in a reduction of BOD, grease and suspended solid loading of wastewater from the Fletcher's Red Deer Plant to levels which will result in no sewage surcharges based upon the current method of calculating industrial sewage charges in Red Deer.

3. The estimated cost of the Facility shall be as set forth in Schedule "C" attached hereto.

4. Fletcher's agrees that the contract for the construction of the Facility shall be tendered to at least two manufacturers. This tendering process is to be done by RTM Engineering Ltd. who are responsible to ensure all specifications are met by the tendering parties. No contracts will be let without the prior written consent of Fletcher's.

5. The City agrees to pay construction costs for constructing the Facility on a progress payment basis and in accordance with the cost estimates contained in Schedule "C". Prior to payment of any progress draws, Fletcher's must submit documentation satisfactory to the City showing that the amount of progress draw being requested has indeed been expended on the project. Upon completion of the project, an audited statement shall be provided by Fletcher's auditors to the City.

6. The City agrees to make application to the Alberta Department of Transportation and Utilities for funds to construct the said project and the City's obligation to make payment of any amount to Fletcher's shall be dependent upon the successful grant of such funds.

7. The City shall have the right at any time to obtain copies of all progress billings, invoices, or other financial information associated with the project and Fletcher's agrees to supply the same to the City upon demand.

8. In consideration of the City agreeing to participate in the planning and financing of the project, Fletcher's agrees to maintain the Facility in good and efficient working order for a minimum of three years following the date of completion of the project. In the event Fletcher's sells the plant as a going concern during the three year period, a condition of such sale will be that the Purchaser shall assume all of the obligations of Fletcher's hereunder. In the event the plant is closed by Fletcher's during the three year period, title to the equipment for the Facility shall pass to the City and the City will be free to remove the same from the premises.

9. Upon completion of construction the Facility shall belong to and be the sole property of Fletcher's.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE CAUSED THEIR DULY
AUTHORIZED OFFICERS TO AFFIX THEIR HANDS UNDER THEIR RESPECTIVE CORPORATE SEALS
THIS ____ DAY OF MARCH, A.D. 1987.

FLETCHER'S FINE FOODS LTD.

CITY OF RED DEER

Per: _____

Per: _____

Mayor

Per: _____

Per: _____

City Clerk

AGREEMENT

BETWEEN:

CITY OF RED DEER

(hereinafter referred to as "the City")

- and -

FLETCHER'S FINE FOODS LTD.

(hereinafter referred to as "Fletcher's")

WHEREAS Fletcher's operates a meat packing plant located within the boundaries of the City ("the Plant");

AND WHEREAS in the past the wastewater flowing from the Plant into the City's sanitary sewer system has contained high BOD (Biochemical Oxygen Demand), suspended solids and grease levels, which have resulted in sewage penalty costs being imposed by the City;

AND WHEREAS the parties wish to cooperate in a project to reduce the level of contaminants contained in the wastewater and to construct a pre-treatment facility located on the site of the Plant;

AND WHEREAS funds to assist in the construction of this facility may be available from the Alberta Department of Transportation and Utilities under the Agricultural Processing Industries Grant Program;

NOW THEREFORE the parties hereto agree as follows:

1. Fletcher's agrees to construct a Pre-treatment Sewage Facility (the "Facility") to be located on the site of the Plant in accordance with the project description contained in

Schedule "A" attached hereto and named "Fletcher's Fine Foods Ltd. Process Wastewater Project prepared by RTM Engineering Ltd." and in accordance with the Wastewater Treatment System Process Flow Diagram attached as Schedule "B" hereto.

2. The Facility to be constructed shall result in a reduction of BOD, grease and suspended solid loading of wastewater from the Fletcher's Red Deer Plant to levels which will result in no sewage surcharges based upon the current method of calculating industrial sewage charges in Red Deer.

3. The estimated cost of the Facility shall be as set forth in Schedule "C" attached hereto.

4. Fletcher's agrees that the contract for the construction of the Facility shall be tendered to at least two manufacturers. This tendering process is to be done by RTM Engineering Ltd. who are responsible to ensure all specifications are met by the tendering parties. No contracts will be let without the prior written consent of Fletcher's.

5. The City agrees to pay construction costs for constructing the Facility on a progress payment basis and in accordance with the cost estimates contained in Schedule "C". Prior to payment of any progress draws, Fletcher's must submit documentation satisfactory to the City showing that the amount of progress draw being requested has indeed been expended on the project. Upon completion of the project, an audited statement shall be provided by Fletcher's auditors to the City.

6. The City agrees to make application to the Alberta Department of Transportation and Utilities for funds to construct the said project and the City's obligation to make payment of any amount to Fletcher's shall be dependent upon the successful grant of such funds.

7. The City shall have the right at any time to obtain copies of all progress billings, invoices, or other financial information associated with the project and Fletcher's agrees to supply the same to the City upon demand.

8. In consideration of the City agreeing to participate in the planning and financing of the project, Fletcher's agrees to maintain the Facility in good and efficient working order for a minimum of three years following the date of completion of the project. In the event Fletcher's sells the plant as a going concern during the three year period, a condition of such sale will be that the Purchaser shall assume all of the obligations of Fletcher's hereunder. In the event the plant is closed by Fletcher's during the three year period, title to the equipment for the Facility shall pass to the City and the City will be free to remove the same from the premises.

9. Upon completion of construction the Facility shall belong to and be the sole property of Fletcher's.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE CAUSED THEIR DULY
AUTHORIZED OFFICERS TO AFFIX THEIR HANDS UNDER THEIR RESPECTIVE CORPORATE SEALS
THIS ____ DAY OF MARCH, A.D. 1987.

FLETCHER'S FINE FOODS LTD.

CITY OF RED DEER

Per: _____

Per: _____

Mayor

Per: _____

Per: _____

City Clerk

THIS AGREEMENT made this ____ day of
_____, A.D. 1987.

BETWEEN:

THE CITY OF RED DEER
(hereinafter referred to as "the City")

OF THE FIRST PART

-and -

FLETCHER'S FINE FOODS LTD.
(hereinafter referred to as "Fletcher's")

OF THE SECOND PART

AGREEMENT

CHAPMAN, RIEBEEK, SIMPSON, CHAPMAN,
WANLESS
BARRISTERS AND SOLICITORS
#208, 4808 ROSS STREET
RED DEER, ALBERTA
T4N 1X5

FILE NO. 14,599 DJS/djk

April 6/87

SCHEDULE "B"

FLETCHER'S FINE FOODS LTD.

PROCESS WASTEWATER PROJECT

PROPOSED SYSTEM DESCRIPTION

Prepared by:

RTM ENGINEERING LTD.

Project No. E1795B

Submitted

March 10, 1987

FLETCHER'S FINE FOODS LTD.

PROCESS WASTEWATER PROJECT

Introduction

Wastewater from the Red Deer Plant flows to the City of Red Deer sanitary sewer system and is processed by the municipal treating system. However, high BOD, suspended solids and grease levels in the wastewater contribute to an overload on the municipal system and a penalty is therefore applied by the City, based on the total volume of wastewater and the contamination level. In order to reduce the penalty costs and to assist the City in meeting sewage effluent standards, Fletcher's intends to install wastewater treatment facilities as outlined herein.

Treatment System

The proposed wastewater treatment process consists of precipitation of dissolved proteins by pH adjustment and flocculation by the addition of alum, saturation with dissolved air and oxygen by adding air and pressurizing for a short retention time, adding chemicals to improve flocculation of solids, and skimming the floc in a clarifier. Treated wastewater will be discharged into the sewer system, and skimmings and bottom sludge will be sold for rendering or disposed of in a sanitary landfill. The process is shown on Drawing No. E1795B-001, Wastewater Process Flow Diagram. Details of the System are discussed in the various sections which follow. Only wastewater from the process plant itself will be handled by the new facilities; sewage from the barns and plant washrooms flows via separate drains, and as these are apparently not causing problems, will by-pass the wastewater treatment plant.

Process Technical Detail

Waste water contaminants at Fletcher's, after screening, will consist of fat particles, particles of tissue of colloidal size and dissolved proteinaceous body fluids. The first two form a colloidal sol that is lyophobic or solvent hating. The reason they do not coagulate is that they are surrounded by a second diffuse layer of electrical charges of the same sign and hence repel each other. A large concentration of an electrolyte causes these particles to come together or to coalesce because the dipole movement around the electrolyte is greater and competes for ions, so the charges or zeta potential around the colloidal particles are reduced. When the zeta potential is reduced to 10 millivolts or less the particles can come together. The electrolyte proposed to be utilized in this process is alum (aluminum sulfate). This has a second mode of operation as well, in that it lowers the pH of the solution. If the pH is lowered to the isoelectric point of the protein, which is usually around 3 to 3.2, all dissolved proteins will precipitate. However, this would require considerable quantities of chemical and the resulting effluent would have to be re-alkalized to a minimum pH of 5.5 before being discharged into the sewer system. Therefore, it is preferred to remove only the portion which will precipitate at a pH of 5.5 or 6, and eliminate the third process of neutralization. At this level, a sufficient quantity of the wastewater contaminants can be removed to satisfy the city's requirements.

Pre-Treatment

In order for the process to work properly, all larger solids must first be removed by screening. The existing screen in the plant basement will require some modification to ensure that all wastewater is screened. Currently, it appears that the capacity of the existing screen is occasionally exceeded, and also that due to piping modifications some wastewater by-passes the screen.

It is proposed that the drain lines be modified to pipe all wastewater to a common header distribution box which will spread the flow across a screen. The screen is tilted, and has wires only in the vertical direction so that solids slide to the bottom, from where they would be conveyed to a tank to be sold for rendering or hauled to a sanitary landfill site. The screened water passes onto the facilities discussed below.

This tilted screen appears to work well, and is reliable in that it has no moving parts. Occasionally, probably once per shift, it will be necessary to check it and scrape it off with a rubber blade scraper during normal clean-up.

The existing flotation tank which is intended to remove floating grease resulting from cooking and rendering operations is not required at this time, but should be retained in case these operations are resumed in the future.

Sump

There are two existing man-holes on the North side of the plant through which the plant process wastewater flows. A diversion line to the new facilities will be connected to the first man-hole below the existing outlet. The existing line between man-holes will become an emergency overflow line for use in case of a shut down of the treatment facilities. The treated wastewater will flow via a new line to the second man-hole and on to the City sewer system.

A new sump will be installed in the new wastewater treatment building, to receive flow from the first man-hole. The normal water level in this sump will be 1 m below the overflow level in the first man-hole, thus providing approximately 3 m or 1300 US gal. of reserve capacity in the sump and first man-hole. A gate valve is provided on the inlet line to isolate the treatment facilities for maintenance.

Alum (aluminum sulphate) solution is metered into the sump to lower the pH of the wastewater to approximately 5.5 to 6. This will cause precipitation of some of the soluble proteins contained in the water, as previously in the Process Technical Details. Air is also injected at the pump inlet to saturate the wastewater with dissolved air at the pump discharge pressure.

A float operated valve is provided in the sump to recycle a portion of the treated wastewater and ensure adequate flow volume for the pump. A second float operates a pneumatic level controller to cut back pump throughput during start-up or when insufficient flow is available.

Pump

The sump pump is a self-priming centrifugal trash pump with a semi-open, non-clog type impeller to minimize operating problems. It is driven by a 15 kW (20 HP) TEFC motor, and can pump 1.4 m³ / min. (300 IGal./min) on a continuous basis at 30.5m (100 ft.) head. This will provide a pressure of 275 kPa (40 psig) in the air saturator vessel. The action of the pump impeller will ensure that the alum and air are thoroughly mixed with the wastewater.

Air Saturator

The air saturator is a vertical pressure vessel 1.2 m (4 ft.) in diameter and 2.4 m (8 ft.) seam to seam, with a design pressure of 550 kPa (80psig). It is a steel vessel with an internal plastic lining, and requires registration with the Alberta Boilers Branch. It provides a retention time of approximately 2.5 min. to ensure that as much air as possible is dissolved in the process stream. A pressure controller mounted on the vessel operates a control valve to maintain a constant pressure in the tank and therefore a constant volume throughput in the system.

On release of the pressure as the wastewater passes through the control valve, the dissolved air is released from solution and forms small bubbles. These join the floc formed by the precipitation of the proteins by the alum and cause it to float. This action is further enhanced by the addition of an anionic polymer chemical added downstream of the control valve. This polymer serves to increase the size of the flock and bind into a more solid mass. It is added after the control valve to avoid any shearing action, which would defeat its purpose.

Clarifier

The clarifier is a large floatation tank, 4.3 m (14 ft.) in diameter which provides an environment in which the floc can rise and float on top of the water. It is then skimmed off by a mechanical skimmer blade into a hopper and on to the skim sludge holding tank. Any free water collected in this tank may be drained back to the effluent stream, and the remaining sludge drained to a tank and hauled to a sanitary landfill. Any sludge which settles to the bottom of the clarifier is collected by the hopper bottom and is also hauled to the sanitary landfill. Treated wastewater is drawn from the lower portion of the tank and flows up through risers which are adjustable to control the water level in the tank. On leaving the risers, it falls into the trough and exits via the discharge pipe. A portion of the effluent may be recirculated through the level control valve in the sump, depending on sump level and incoming volumes. The remainder flows on through the second man-hole to the City sewer system.

Alum Tanks

Alum may be purchased in powder form and mixed by the end user. However, it is becoming more common, and more economical, to purchase it in liquid form at 43% solution. The smallest quantity that will be delivered by tank truck is 17 m . Therefore, two fiberglass tanks 2.4 m (8 ft.) in diameter and 2.4 m (8 ft.) high are required in order to have enough reserve capacity to allow purchase before running out. Total capacity of the two tanks is 22.7 m .

Approximately 150 ppm by weight of alum will be required. This equates to 1.55 m (144 lGal.) per day of 43% alum solution at 1000 m /D total effluent, so a load would be required approximately every thirty (30) days. The actual volume of alum to be added is that which will reduce the pH of the effluent to 6 or lower. The pH should be checked by a laboratory pH meter.

Air

The process air required will be about 80 - 120 m /d (2-3 cfm), at a pressure of 35 kPa (5 psig). The pressure is set by an air regulator, and the flow rate adjusted manually by use of a flow meter. The maximum amount of air that can be added without excess air bubbling up in the clarifier should be used.

A small amount of instrument air is also required to provide power to operate the controllers and control valve. This will amount to approximately 1.4 m /d (2 cubic feet per hour) at 207 kPa (30 psig).

Chemical Injection Package

The chemical injection package consists of a drum mixer and a continuous feed polymer dilution, blending and injection unit, with associated controls. Polymer is purchased in barrels, from which is directly by the unit. The mixer intermittently mixes the neat polymer in the drum.

Approximately 3 ppm by weight of neat polymer is required - this will be adjusted during optimization of the process. The requirement equates to approximately 3 kg. (7 lb.) per day at 1000 m /d (220,000 IGal./day) of wastewater. At these conditions, a batch of polymer would be made up approximately once per week.

Process Control

Level control in the sump was discussed with the sump, and pressure control in the air saturator with the air saturator. The low select relay ensures that the signal with the lowest value is passed to the control valve, so that a low level signal will over-ride the pressure control signal and pinch back on the valve to cut throughput.

Alum solution flow and air flow are set manually by adjusting valves to the required rate as shown on flowmeters. A solenoid valve operated by an electronic timer turns off the flow of alum when the plant is shut down and no wastewater produced. The same timer also turns off the polymer chemical injection pump, and de-energizes a solenoid valve to shut off the process air. Normally, the sump pump would be left running continually, even when the plant is shut down.

Utilities

Electrical requirements consist of operating the motors and control discussed herein, as well as lighting. Water is required to dilute the polymer and for washing purposes. Air is required as discussed for instrumentation and for the process itself. Building heat requirement is minimal as the water temperature is about 30 Deg.C. (85 Deg.F); however, steam from the plant is used for heating.

Operation and Maintenance

The screens and the wastewater treatment facilities should be checked regularly to ensure proper operation and verify proper treatment. Chemical levels should be monitored to ensure an adequate supply, and sludge levels checked to prevent overflowing. Experience will determine how often maintenance and monitoring is required; initially screens should be checked at least twice per shift and the treatment system once per shift.

If necessary, it may be possible to wash down the clarifier with a wand to avoid draining it; however, typically it should be drained, cleaned and checked periodically, say every six (6) months. Corrosion checks should also be made occasionally on the air saturator - this must be done carefully to avoid damaging the internal coating.

Provision is made in the piping to drain the system down simply. All vessels may be drained to the effluent line or the sump, and the sump may be partially pumped out by closing the inlet valve and the recirculation valve and draining it through the air saturator. When draining the system, to ensure that the level in the sump does not rise too high, the recirculation valve should be closed first.

To place the system in operation after it has been drained down, first ensure that instrument air is on and that all controls are working. Open the inlet gate valve and release the recycle valve so that it will open. Ensure that all drain valves are closed and appropriate block valves are open. Turn on the sump pump, and when the air saturator is full, turn on the alum, process air, and polymer injection systems. Monitor all systems and adjust as appropriate, paying particular attention to the clarifier level adjustments and skimmer speed.

Optimization

The flow rates and chemicals discussed in this report are preliminary starting or design points only, and are subject to change as experience warrants. In particular, the quantity of alum consumed may be reduced by the addition of cationic and/or anionic polymers. Also, the quantity of non-ionic polymer may vary. Each of these polymers is sensitive to the particular type and quantity of contaminants in the wastewater and optimum chemical type and quantity can best be determined by making field adjustments and reviewing the results. The system proposed has considerable flexibility to handle this optimization. For example, polymer quantities may be adjusted by varying the injection metering pump stroke length or timer frequency, thus providing a 250:1 reduction capability. In addition, the concentration in the dilution tank may be varied considerably.

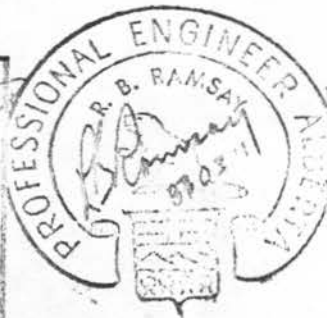
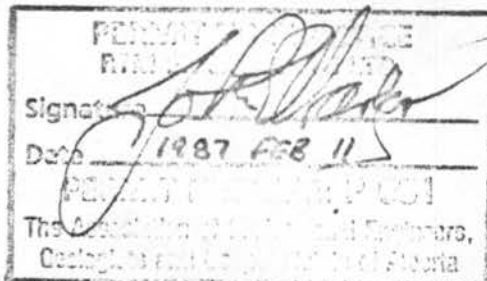
The pressure in the air saturator may be adjusted by the pressure controller. Raising the pressure will decrease pump (and system) flow rate, but will increase the dissolved air and may improve floc recovery. The highest pressure possible and still maintaining an adequate throughput should be used. The relationship between pressure (or pump head) and flow rate is shown on the pump curve.

FLETCHER'S FINE FOODS
RED DEER WASTEWATER TREATMENT PROJECT

The design of the facilities, as prepared by RTM Engineering Ltd. dated March 10, 1987 and the chemical process for this project have been reviewed by Mr. R. Holash and Mr. R. Ramsay. Due to the nature of the installation, potential variations in effluent stream flow rates, loading, temperatures, and operating conditions, no guarantee is offered of reductions in effluent loading resulting from the installation of this facility. However, it is our opinion that, properly operated under design conditions, and with optimization of the system, it will reduce BOD, grease and suspended solids loading from Fletcher's Red Deer Plant to levels which will result in no sewage surcharges, based on the current method of calculating industrial sewage charges in Red Deer.

Maximum flexibility is designed into the system to allow for changes in flow rate and composition. The pump can handle 360 USGal./min., which is approximately double the current volume of 260,000 USGal./day of effluent produced. The clarifier tank is conservatively sized at under two gal./min. per square foot of surface area. Controls are provided to automatically compensate for flow rate changes, and levels and pressures are automatically controlled. Provision is made to shut off the flow of chemical during shut-down of the processing plant, and re-start when the plant starts operation again. The clarifier tank is provided with a variable speed control for the skimmer, and the chemical injection package provides for a 250:1 turn-down ratio. Finally, all major items are designed to be capable of withstanding a very low pH, such that if required, acid can also be employed to precipitate dissolved contaminants.

It is anticipated that effluent from the treatment plant will contain BOD, grease and suspended solid levels of approximately 400, 60 and 200mg/L respectively, based on the results of tests conducted in December and historical data from the plant. Historical levels are shown on the attached sheets.



R. B. Ramsay, P. Eng.
R. J. Holash, B.Sc., M.Sc., Chemistry
[Signature]

SCHEDULE "C"

FLETCHER'S FINE FOODS Wastewater Treatment System

RTM E1795B

Cost Estimate

26-Feb-87

Major Equipment

Prescreen	7,500
Clarifier	37,000
Sump Pump	9,000
Saturator	8,500
Alum Tanks	4,000
Chem Inject Package	7,000
Skim Sludge Tank	2,200

75,200

Foundations

Excavation and Grading	3,000
Piles 20 @ \$400 ea	8,000
Concrete 70 cu m @ \$350/cu m	24,500

35,500

Misc Materials

Building 7m x 14m steel	41,000
Pipe, Valves & Fittings	22,400
Structural Steel	2,500
Miscellaneous	8,200

74,100

Shipping

Trucking	6,500
----------	-------

6,500

Installation

Labor 680 man-hrs @ \$34/hr	23,100
Set Major Equipment	6,200
Instrumentation	4,800
Electrical	9,500

43,600

Engineering Services

Engineering	23,500
Inspection	13,500

37,000

Accounting and Audit Fees

3,500

3,500

Sub-total

275,400

Contingency 10%

27,500

GRAND TOTAL

\$302,900

SCHEDULE "C"

FLETCHER'S FINE FOODS Wastewater Treatment System

RTM E1795B

Cost Estimate

26-Feb-87

Major Equipment

Prescreen	7,500
Clarifier	37,000
Sump Pump	9,000
Saturator	8,500
Alum Tanks	4,000
Chem Inject Package	7,000
Skim Sludge Tank	2,200

75,200

Foundations

Excavation and Grading	3,000
Piles 20 @ \$400 ea	8,000
Concrete 70 cu m @ \$350/cu m	24,500

35,500

Misc Materials

Building 7m x 14m steel	41,000
Pipe, Valves & Fittings	22,400
Structural Steel	2,500
Miscellaneous	8,200

74,100

Shipping

Trucking	6,500
----------	-------

6,500

Installation

Labor 680 man-hrs @ \$34/hr	23,100
Set Major Equipment	6,200
Instrumentation	4,800
Electrical	9,500

43,600

Engineering Services

Engineering	23,500
Inspection	13,500

37,000

Accounting and Audit Fees

3,500

3,500

Sub-total

275,400

Contingency 10%

27,500

GRAND TOTAL

\$302,900

MEMORANDUM

April 8, 1987

TO: Dir. of Engineering Services

FROM: City Clerk

RE: Pretreatment Facility at Fletcher's Fine Foods Ltd.

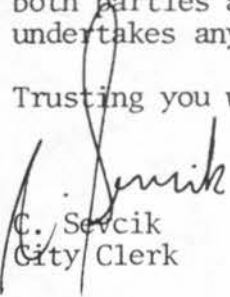
Your report dated March 26, 1987, regarding the aforementioned topic was presented to Council Monday, April 6, 1987, and at which meeting Council passed the following motion:

"RESOLVED that Council of the City of Red Deer having considered report dated March 26, 1987 from the Director of Engineering Services re: Pretreatment facility at Fletcher's Fine Foods Ltd., hereby approve execution of the agreement between the City of Red Deer and Fletcher's Fine Foods Ltd. as presented to Council April 6, 1987, subject to confirmation of funding."

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

Trusting that you will ensure the appropriate legal documentation is executed by both parties and further that you will confirm funding is available before the City undertakes any obligations in this regard.

Trusting you will find this satisfactory.


C. Sevcik
City Clerk

c.c. Dir. of Finance
Water & Waste Water Treatment Plant Supt.

NO. 14

MEMO

TO: Council of the City of Red Deer

FROM: City Solicitor

Re: Lot 22, Block 2, Plan 782 1624 (104 Boyce Street)
and Lot 4, Block 5, Plan 782 1624 (86 Bell Street)

In or about May of 1979, the City, being the owner of each of the above described parcels offered the sites for sale for development of a multiple-family housing unit. The description of the lands stated the zoning to be R2B and R3B and indicated the maximum density as 20 units per acre. (See attached).

Red Cal Industries Ltd. were approved as the developers for a 43 suite apartment to be constructed upon Lot 22 which complied with the stated density. A multiple-family site option agreement in standard form was signed on July 4, 1980, but was subsequently replaced by a multiple-family site option agreement dated October 27, 1980 between the City of Red Deer and John A. Hunter and Dennis A. Neilsen upon the same terms.

A caveat protecting the City's interest under the agreement was duly registered at Land Titles, the development was proceeded with, and upon all of the conditions of the development having been met, the caveat was discharged from the title.

Dennis Neilsen, John Hunter and Frank T. Holman were approved as the developers of a 46 unit multiple-family development upon Lot 4 which complied with the stated density. A multiple-family site option agreement in usual City form was entered into on September 26, 1979. No caveat was filed upon the title to the property but the development was completed in accordance with the plan's specifications filed by the developer with the City. This property has changed hands a number of times and is presently owned by John Hunter, Dennis Neilsen, Donald M. Campbell and Gordon R. Campbell.

Each of the agreements in part provided that the optionees acknowledge and agree that the lands are being purchased for the purpose of constructing a development in accordance with the plans and proposals presented by the optionee to the Council of the City prior to the acceptance of the option, and that such development was a condition precedent to that agreement.

At the time that the applications for development were being considered and approved by Council, it appears the two sites in question were each zoned R-3B and in fact the number of apartment units which would have been allowed upon Lot 22 would have been 62 units, and upon Lot 4 would have been 67 units. It apparently was the policy of the City at that time to encourage a lower density on City lands sold for multiple-family development than on similar private lands.

Subsequent to the development proceeding, the City in passing its Land Use By-law reclassified the sites in question to R-3, without the limiting B designation. The effect of this classification was that multiple-family apartments upon such a site were still a permitted use, however the densities were substantially increased, and in the case of Lot 22 there could be as many as 84 two-bedroom units developed upon the lands, and in the case of Lot 4 there could be as many as 92 two-bedroom units developed thereon, subject to compliance with all City building requirements.

At the Municipal Planning Commission meeting of March 30, 1987 the owners of each of the above parcels made an application to the Municipal Planning Commission for development of an additional building situate upon the site which would increase the density by 24 units in each case. Although the additional development is well within the R-3 density designations the application had to be made to the Municipal Planning Commission for approval of the site development encompassing the additional

building on the site, the layout of buildings, parking and landscaping.

At the Municipal Planning Commission there was discussion with respect to the jurisdiction of the Municipal Planning Commission to approve the additional units upon the site having regard to the resolutions of Council approving the sale of the land to the developers and the land sale agreements. It was my recommendation that the matter be referred to Council, so that they are informed and can provide direction with respect to the number of units on the site. No relaxations were required and the Municipal Planning Commission did not have any objections to the site plan of the building layouts, parking or landscaping requirements, and accordingly they passed the following resolution:

"THAT the Municipal Planning Commission hereby approve various items in connection with a proposed 24-suite apartment to be located on the site at 104 Boyce Street, (Lot 22, Block 2, Plan 782-1624) zoned R3. Approval is given for the site development (architectural treatment of the building, layout of the building etc.). Said approval is subject to the following:

1. Parking area to be paved;
2. Approval from City Council on the number of units on the site;
3. The decision of the Commission being advertised in a local newspaper with no appeal against said decision being successful."

"THAT the Municipal Planning Commission hereby approve various items in connection with a proposed 24-suite apartment to be located on the site at 86 Bell Street (Lot 4, Block 5, Plan 782-1624) zoned R3. Approval is given for the site development (architectural treatment of the building, layout of the building etc.). Said approval is subject to the following:

1. Parking area to be paved;
2. Approval from City Council on the number of units on the site;
3. Deletion of access off Barrett Drive.
4. The decision of the Commission being advertised in a local newspaper with no appeal against said decision being successful."

CITY OF RED DEER
MULTIPLE FAMILY SITES FOR SALE
BY SUBMISSION

The City of Red Deer will accept submissions for the sale and development of any one or portion thereof the six sites located in the Bower Place and 2 sites located in the Normandeau Subdivision.

Parcel Sizes - 2.14 acres to 6.10 acres

Zonings - R2B & R3B

Type of Development - Apartments, Townhousing, Row Housing, Condominiums

Density - Maximum 20 units/acre.

Parking - 1½ stalls per unit. No front parking. Parking area to be paved.

Building Commitment - 12 months to start from date of agreement.
- completion - 24 months from date of agreement.

Sale - \$128,000.00/acre being all inclusive with the exception of Electric Light & Power..
- Sale subject to development being approved by City Council.

Terms - 1/3 on signing of agreement.
1/3 within 4 months of signing agreement
Balance within 8 months of signing agreement.

General Inquiries & Maps - Land & Tax Department.

Development Requirements - Building Inspection Department.

Sealed submissions indicating the site (legal description) and clearly marked "Bower Multiple Family Site" and/or "Normandeau Family Site" will be received by the City Clerk, City Hall, Red Deer, to 4:00 p.m., June 29, 1979.

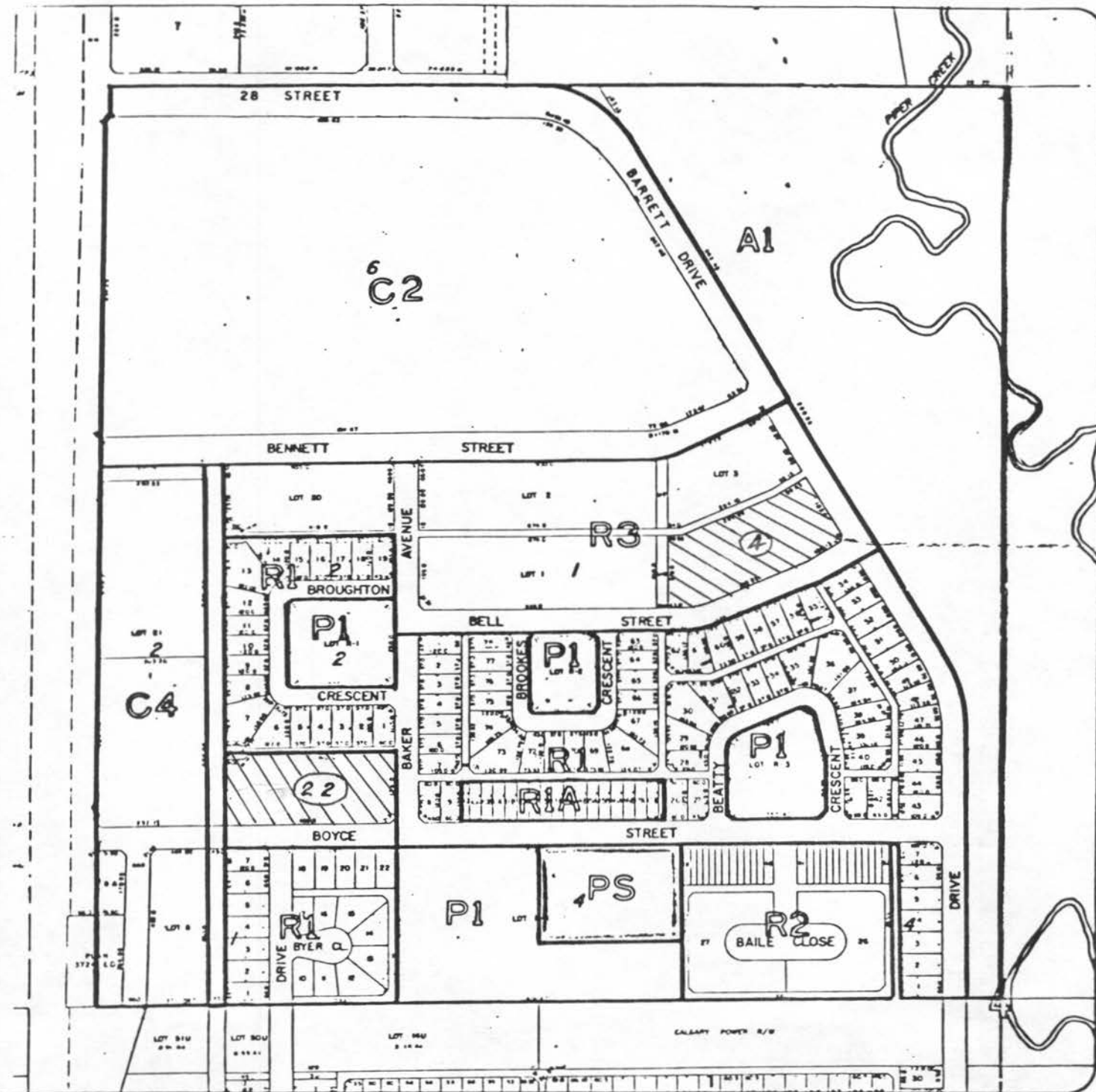
D. J. Wilson, A.M.A.A.
City Assessor

City of Red Deer --- Land Use Bylaw

Land Use Districts

G5

110.



Revisions :

2672/D-80 (15/9/80)

MAP NO. 11/81

BYLAW NO. 2672/ R-81

Changed from P1 to PS

As residents adjacent to 104 Boyce Street, Lot 22, Block 2, Plan 782-1624,
we are opposed to the additional development of a 24 suite apartment building on
this parcel of land.

Before purchasing our homes in this area, some of us were assured that Council had limited development of the site to the one 43 suite apartment building, and that further development of the site could not take place.

It is our concern that additional development on this property will lead to increased traffic and parking congestion as is evidenced on Boyce Street in the vicinity of the existing 43 suite apartment.

In addition, with the development and increasing useage of the sportsfield and Bower Place Community Hall to the southeast of this site, parking on Boyce Street and part of Baker Avenue is already at a premium and the development of an additional apartment structure will compound this problem.

The undersigned petition Council NOT to allow additional development on this site.

NAME (printed)	ADDRESS	SIGNATURE
WAYNE RUMOHR	24 Broughton Cr	<i>W. Rumohr</i>
LAURA RUMOHR	24 Broughton Cres.	<i>L. Rumohr</i>
RON BLAIR	20 Broughton Cres.	<i>R. Blair</i>
Leila Blair	20 Broughton Cres	<i>Leila Blair</i>
S.A. SCOTT	16 Broughton Cres	<i>Red Deer</i>
J. Scott	16 Broughton Cres	<i>Red Deer</i>
Brynn Worke	8 - Broughton Cres	<i>Red Deer</i>
A.R. Cornelissen	#4 - Broughton Cres.	<i>Red Deer</i>
Lois Cornelissen	#4 - Broughton Cres	<i>Red Deer</i>
Marg Sagan	72 Broughton Cres	<i>Red Deer</i>
Bona Hall	11 Baker Ave	<i>Red Deer</i>
Angela Bilal	11 BAKER AVE	<i>Red Deer</i>

THE CITY OF RED DEER
CLERK'S DEPARTMENT

RECEIVED	
TIME	8:55 am
DATE	April 1/87
BY	<i>C. Smith</i>

As residents adjacent to 104 Boyce Street, Lot 22, Block 2, Plan 782-1624,
we are opposed to the additional development of a 24 suite apartment building on
this parcel of land.

Before purchasing our homes in this area, some of us were assured that Council had limited development of the site to the one 43 suite apartment building, and that further development of the site could not take place.

It is our concern that additional development on this property will lead to increased traffic and parking congestion as is evidenced on Boyce Street in the vicinity of the existing 43 suite apartment.

In addition, with the development and increasing usage of the sportsfield and Bower Place Community Hall to the southeast of this site, parking on Boyce Street and part of Baker Avenue is already at a premium and the development of an additional apartment structure will compound this problem.

The undersigned petition Council NOT to allow additional development on this site.

NAME (printed)	ADDRESS	SIGNATURE
CHERYL WHITMAN	19 BAKER AVE.	C Whitman
H. HOLLOWAY	23 BAKER AVE	H Holloway
Chas F Meadows	31 BAKER AVE	Chas F. Meadows.
Muriel C. Meadows	31 Baker Ave.	M. C. Meadows.
CECILE PATRICIA MACDONALD	64 BROUGHTON CR.	Patricia MacDonald
R. D. MACDONALD	64 BROUGHTON CR.	R. MacDonald
Owen P. Smith	60 BROUGHTON CR.	Owen P. Smith
MARTORIE R. WALK	60 BROUGHTON CR.	M. R. Walk
Bernice E. O'DONNELL	56 BROUGHTON CR	Bernice
JEANNETTE O'DONNELL	56 BROUGHTON CR.	Jeannette O'Donnell
CHERYL RILEY	52 BROUGHTON CR.	Cheryl F Riley
ELDON RILEY	52 BROUGHTON CR	Eldon Riley
JANET PEACOCK	48 BROUGHTON CR.	Janet Peacock
BURNS PEACOCK	48 BROUGHTON CR	B. Peacock
RANDY DYCK	44 BROUGHTON CR.	Randy Dyck
SUZANNE DYCK	44 BROUGHTON CR.	Suzanne Dyck
KELLEY LUND	40 BROUGHTON CR.	Kelley Lund
Jon Lund	40 Broughton Cr.	Jon Lund

As residents adjacent to 104 Boyce Street, Lot 22, Block 2, Plan 782-1624,
we are opposed to the additional development of a 24 suite apartment building on
this parcel of land.

Before purchasing our homes in this area, some of us were assured that Council had limited development of the site to the one 43 suite apartment building, and that further development of the site could not take place.

It is our concern that additional development on this property will lead to increased traffic and parking congestion as is evidenced on Boyce Street in the vicinity of the existing 43 suite apartment.

In addition, with the development and increasing usage of the sportsfield and Bower Place Community Hall to the southeast of this site, parking on Boyce Street and part of Baker Avenue is already at a premium and the development of an additional apartment structure will compound this problem.

The undersigned petition Council NOT to allow additional development on this site.

NAME (printed)	ADDRESS	SIGNATURE
KATHLEEN OSCROFT	7 Baker Ave.	Kathleen Oscroft
ROBERT OSCROFT	7 Baker Ave	Robert Oscroft
Lydia Hartwig	94 Boyce St	Lydia Hartwig
Paul Hartwig	94 Boyce St	Paul Hartwig
Helena Carpenter	86 Boyce St.	Helena Carpenter
RON CARPENTER	86 BOYCE ST	Ron Carpenter
BRIAN VARONKO	82 BOYCE ST	Brian Varonko
Madysyn Leigh Fidler	84 Boyce St	Madysyn Fidler
LILLIAN THACKERAY	113 Boyce St	Lillian Thackeray
LEOYD THACKERAY	113 Boyce St	Leo Thackeray
HARRY DUNKLE	109 Boyce ST	Harry Dunkle
MERVYN JOYNT	105 BOYCE ST	Mervyn Joynt
MARGUERITE JOYNT	105 Boyce St.	M. Joynt
JULIE SEMENIUK	101 BOYCE ST	Julie Semeniuk
ROSSA RANIERI	97 Boyce ST	Rossa Ranieri
GARY SEMENIUK	101 BOYCE ST	Gary Semeniuk
Frieda Boukall	15 Baker Ave.	F. Boukall
ROSS BOUKALL	15 Baker Ave.	Ross Boukall

Commissioner's Comments

If Council refers to the last paragraph of page 1 of the Solicitor's report, it outlines the reason this particular matter is before Council for Council's guidance.

"R. J. McGHEE"
Mayor

**Foster · Sisson
Warren**
BARRISTERS, SOLICITORS, NOTARIES PUBLIC

Suite 200, 4706 - 48th Avenue
Red Deer, Alberta, Canada T4N 6J4
Telephone (403) 343-3320
Telecopier/FAX (403) 343-6069
(Delburne 749-3650 Thurs.)

James L. Foster Q.C.*
Frederick G. Cardwell*
Donald J. Sinclair
Kirk L. Sisson
Christopher R. Warren
Dale B. Shudra

Your file:
Our file: 4448 JF

April 6, 1987

Submitted to City Council
Date: April 6/87

His Worship Mayor McGhee and
Members of Council
City of Red Deer
RED DEER, Alberta

RE: Red-Cal Industries Ltd. - Development Permit

The writer is counsel for Red Cal Industries Ltd. We will appear at the City Council meeting on April 6 to speak to the matter on Council's agenda and to that end, we enclose herewith a flow chart setting forth some of the relevant events in the last several years which may be of assistance to you.

Yours truly,

FOSTER SISSON & WARREN

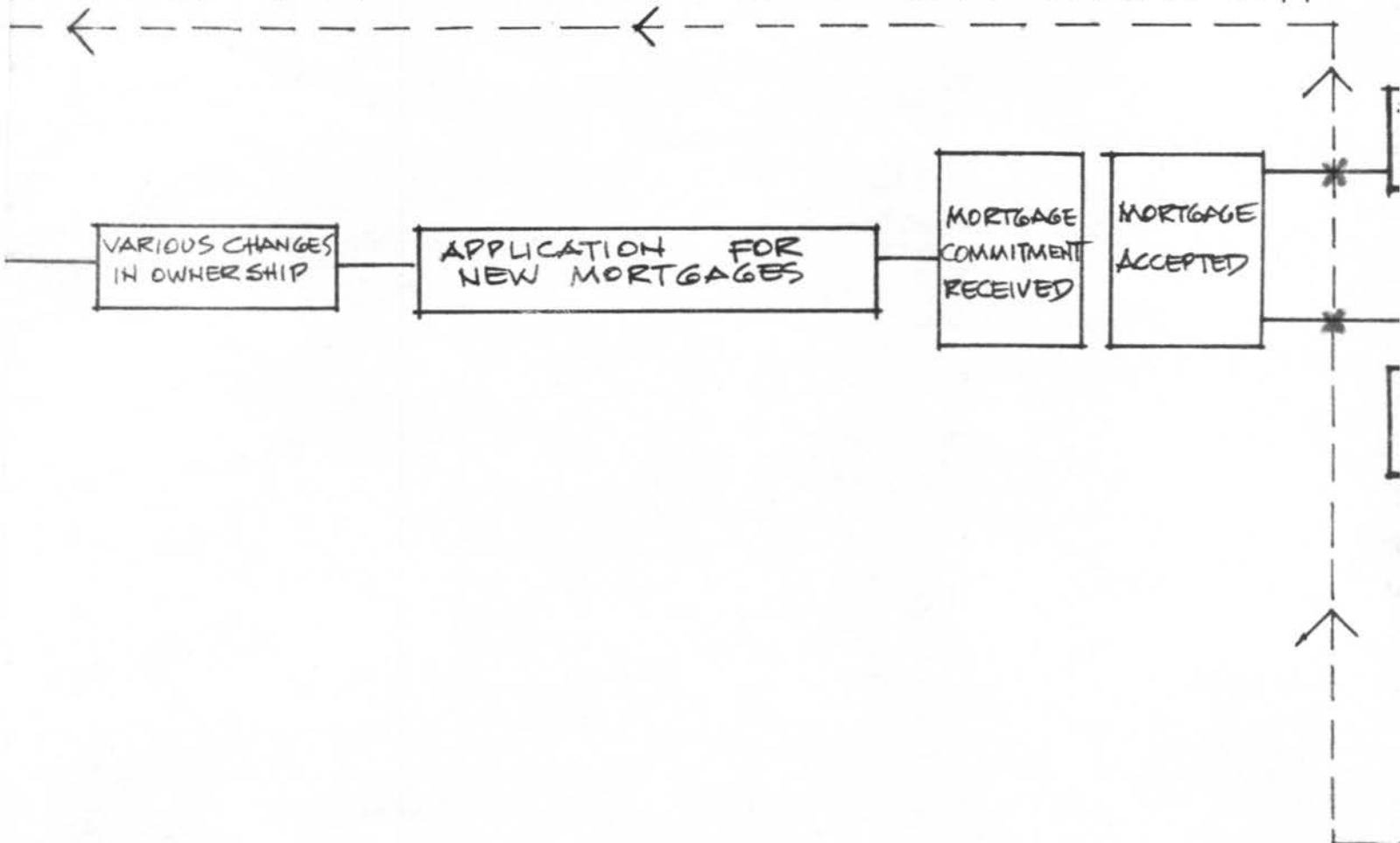

J. L. Foster

JLF:blh
encl.

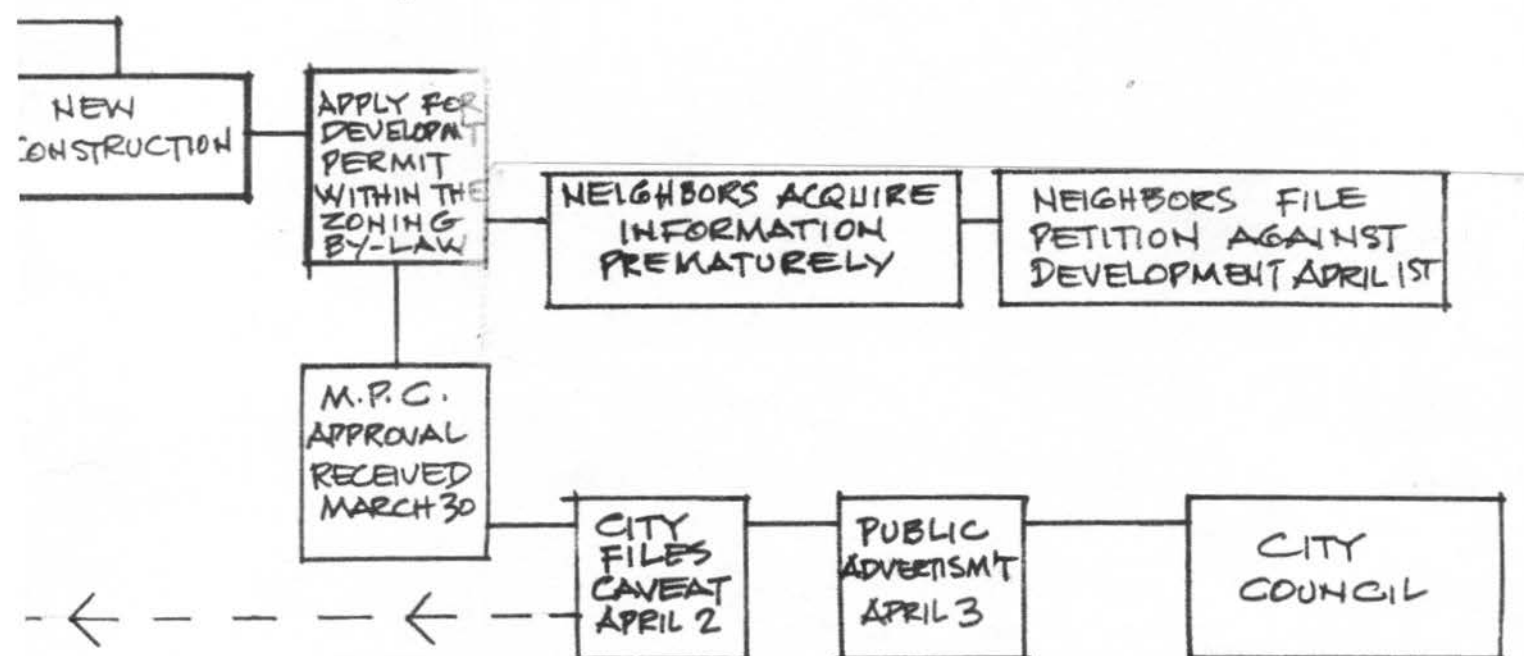
1982 - 1986

1987

A NEWSPAPER ADVERTISEMENT IN ADVOCATE DURING 1979.



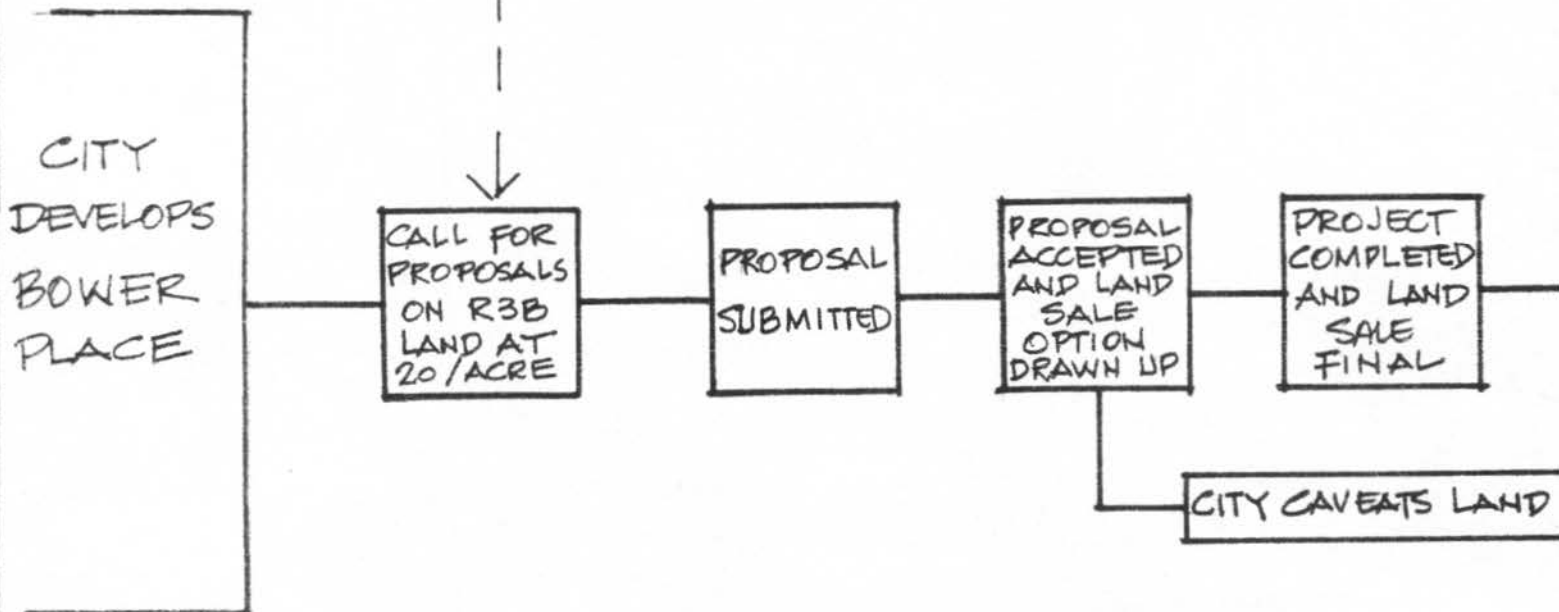
EXISTING
BUILDING



1979	1980
------	------

APPARENT REASON

NOTE:



1981

NG FOR FILING CAVEAT ON APRIL 2/87 IS BASED ON

THE CITY SOLICITOR HAS INDICATED IN A MEMO TO COUNCIL THAT IT "APPARENTLY" WAS THE POLICY OF THE CITY "AT THAT TIME" TO "ENCOURAGE" A LOWER DENSITY ON CITY LANDS..ETC...ETC.

CITY
SATISFIED
AND
REMOVES
CAVEAT

CITY
ADOPTS
LAND USE
BY-LAW

CITY REZONES
TO R-3
DROPPING
THE "B"
NO
OBJECTIONS

TAXED
AS
R3 LAND



APARTMENTS IN BOWER PLACE

1. Bell Street

Lot 4, Block 5, Plan 782-1624
Site area 2.34 acres or 0.946 ha.

The City council approved the sale of the site for 46 units, but the application to M.P.C. was for 43 units, which was approved.

Persons per unit

4 - Bachelor	$4 \times 1.6 = 6.4$
17 - 1 Bedroom	$17 \times 2.4 = 40.8$
22 - 2 Bedroom	$22 \times 3.0 = 66.0$

43 units

113.20 existing population

to allow for those extra 3 units, we are recommending redesignation from R3 to R3D-132, to accommodate the existing population. The total number of persons permitted are 124.

2. Boyce Street

Lot 22, Block 2, Plan 782-1624
Site area 2.14 acres or 0.866 ha.

The City council approved the sale of the site for 43 units and the application to M.P.C. was for 43 units, which was approved.

Persons per unit

4 - Bachelor	$4 \times 1.6 = 6.4$
17 - 1 Bedroom	$17 \times 2.4 = 40.8$
22 - 2 Bedroom	$22 \times 3.0 = 66.0$

43 units

113.20 existing population

We are proposing rezoning from R3 to R3D-132, to accommodate the existing number of people. The total number of persons permitted are 114.

APARTMENTS IN BOWER PLACE

1. Bell Street

Lot 4, Block 5, Plan 782-1624
Site area 2.34 acres or 0.946 ha.

The City council approved the sale of the site for 46 units, but the application to M.P.C. was for 43 units, which was approved.

Persons per unit

4 - Bachelor
17 - 1 Bedroom
22 - 2 Bedroom

$4 \times 1.6 = 6.4$
 $17 \times 2.4 = 40.8$
 $22 \times 3.0 = 66.0$

R III D 197

43 units

113.20 existing population

to allow for those extra 3 units, we are recommending redesignation from R3 to R3D-132, to accommodate the existing population. The total number of persons permitted are 124.

2. Boyce Street

Lot 22, Block 2, Plan 782-1624
Site area 2.14 acres or 0.866 ha.

The City council approved the sale of the site for 43 units and the application to M.P.C. was for 43 units, which was approved.

Persons per unit

4 - Bachelor
17 - 1 Bedroom
22 - 2 Bedroom

$4 \times 1.6 = 6.4$
 $17 \times 2.4 = 40.8$
 $22 \times 3.0 = 66.0$

R III D 216

43 units

113.20 existing population

We are proposing rezoning from R3 to R3D-132, to accommodate the existing number of people. The total number of persons permitted are 114.

MULTIPLE FAMILY SITE - OPTION AGREEMENT

THIS AGREEMENT made this 27 day of October A.D. 1980

BETWEEN:

THE CITY OF RED DEER
(hereinafter called "the City")

OF THE FIRST PART

- and -

John A. Hunter,
Dennis A. Nielsen

(hereinafter called "the Optionee")

OF THE SECOND PART

WHEREAS the City is the registered owner of Lot 22
in Block 2, Plan 782-1624 containing 2.14
acres more or less, excepting thereout all mines and minerals
(herein referred to as "the said lands"),

AND WHEREAS the Optionee desires to obtain an option to
purchase the said lands upon the terms and conditions ~~hereinafter~~
contained for the purpose of reserving unto the Optionee a time
in which to present a proposal to Council of the City of Red Deer
for construction of a multiple family housing development upon the
said lands,

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consider-
ation of the sum of One Thousand (\$1,000.00) Dollars now paid by
the Optionee to the City, receipt whereof is hereby acknowledged,
the parties hereto covenant and agree together as follows:

1. The City hereby grants to the Optionee the sole and
exclusive option to purchase the said lands in the manner and upon
the conditions herein set out and within the time herein limited

for acceptance, at and for the sum of \$ 273,920.00
(herein called "the purchase price").

2. The sum of One Thousand (\$1,000.00) Dollars aforesaid now paid by the Optionee to the City shall be applied to the purchase price if this option is accepted.

ACCEPTANCE OF OPTION

3.1 The Optionee shall be entitled to accept the option hereby granted at any time up to and including, but not after the 27 day of January, 1981 ~~1980~~ by presenting to the Council of the City of Red Deer a proposal for a multiple family development upon the said lands and obtaining the approval of the said Council of the City of Red Deer to such proposal within the time limited in this paragraph, and by paying to the City in cash or by cheque, the purchase price herein provided, less the consideration paid for the granting of this option. Should the proposal to be presented by the Optionee to the City require any approvals or relaxations or call for any other decision of the Municipal Planning Commission of the City of Red Deer, then such proposal shall be submitted to the Municipal Planning Commission of the City of Red Deer for its approval in principal prior to the presentation of the proposal to Council of the City of Red Deer as contemplated herein.

3.2 Provided that the Optionee has the approval of the Council of the City within the time limited in paragraph 3.1 the Optionee may extend this option for a further period up to and including but not after the 27 day of May, 1981 ~~1980~~, by paying to the City in cash or by cheque at any time up to and

including but not after the 27 day of January, 1981 ~~1980~~
the sum of \$ 90,306.68 being one-third of the total purchase price
of the said lands less the consideration paid for the granting of the
option. In the alternative, the Optionee may extend this option for
a further period up to and including but not after the 27 day of
May, 1981 by paying to the City in cash or by cheque, at any
time up to and including, but not after the 28 day of
September, 1981 the further sum of \$ 91,306.66, being one-third
of the purchase price of the said lands, in which case the Optionee
shall be entitled to accept this option at any time up to and including,
but not after, the 28 day of September 1981 by performing
the requirements of clause 3.3 hereof and by paying to the City in
cash or by cheque the purchase price less the considerations paid for
the granting and extending of this option. Should the Optionee fail
to accept this option within the extended time provided in this
paragraph, there shall be forfeited to the City and deducted from the
monies paid for the granting of this option and the extension thereof,
a sum equal to one and one-half (1½%) per cent per month calculated on
the purchase price of the said lands, from the date of this option
agreement.

3.3 Notwithstanding anything herein contained it is acknowledged
and agreed by the Optionee that it is a condition precedent to and of
the essence of this agreement, that the Optionee shall construct the
development in accordance with the plans and proposal submitted by it
to, and approved by, the City Council of the City of Red Deer.

3.4 Should the Optionee make application for approval as
required in paragraph 3.1 hereof, but such approval is refused by
Council of the City of Red Deer then the option fee of One Thousand

(\$1,000.00) Dollars shall be returned to the Optionee.

3.5 Time shall be of the essence of this option agreement and of this agreement as a whole.

CONDITIONS SUBSEQUENT TO EXERCISE OF OPTION TO PURCHASE

4. In the event this option is accepted as herein provided, then this agreement shall, upon the date of acceptance become a binding agreement for the sale of the said lands, and the parties hereto covenant and agree together as follows:

4.1 The date for adjustment of taxes shall be the first day of January, 1981. All other incomings and outgoings respecting the said lands shall be adjusted between the parties as of the date of acceptance of this option, and the Optionee shall be entitled to possession of the said lands upon the date of acceptance of this option.

4.2 The Optionee acknowledges and agrees that the within lands are being purchased solely for the purpose of constructing the development in accordance with the plans and proposals presented by the Optionee to the Council of the City prior to the acceptance of this option.

4.3 The City shall not be required to provide to the Optionee a registrable transfer of the said lands unless and until

- (a) the development approved by Council of the City for the said lands has been substantially completed to the satisfaction of the Building Inspector of the City, or to any authorized employee in his Department, inspected pursuant to a written request from the Optionee, or

- (b) Upon the Optionee providing to the City such evidence as the City may reasonably require that a mortgage loan has been approved in the name of the Optionee for the sole purpose of completing construction of the development upon the said lands, in which event the Optionee covenants and agrees that all monies derived from the proceeds of the said mortgage shall be used for the construction of the said development. Concurrently upon delivery of a transfer of title to the said lands to the Optionee, the Optionee will execute and deliver to the City a registrable transfer of the said lands.

4.4 The Optionee shall commence construction of the said development not later than twelve (12) months from the date of this agreement, and shall complete construction thereof not later than twenty-four (24) months from the date of this agreement. For the purposes of this agreement, "commence construction" shall mean that all foundations required for the said development shall be completed and installed upon the said lands to grade level, and "complete construction" shall mean that the said development is substantially completed and ready for occupancy.

4.5 Notwithstanding anything herein contained, should the purchaser default in commencing construction within the time stipulated, or be put into bankruptcy, liquidation or receivership, or enter into any assignment for the benefit of its creditors,

the City at its option may declare the agreement to be null and void and the City shall be entitled to receive, and the Optionee shall pay to the City as liquidated damages and not as penalty or forfeiture an amount equal to 1.5% of the purchase price multiplied by the number of calendar months elapsed from the date of the agreement. The City shall be entitled to deduct such amount together with any expenses incurred by it in clearing the site of any foundation or debris or other building materials not removed by the Optionee, and restoring the site to its original state from any funds paid to it by the Optionee hereunder, and shall refund any surplus then remaining to the Optionee. In the event that title to the said lands has been registered in the name of the Optionee, the City shall be entitled to effect registration of the said transfer of land back into the name of the City.

4.6 In the event that the Optionee fails to complete construction of the said development within the time hereinbefore limited, the Optionee shall pay to the City on account of loss of property tax, as liquidated damages, and not as penalty or forfeiture, an amount equal to the difference between the property taxes actually levied against the said lands and the property taxes which the City would have been entitled to levy against the said lands and buildings if construction of the said development had been completed as herein required. Such payment shall commence in the year following the year in which construction of the said development should have been completed as aforesaid, and shall continue until such construction shall have been completed.

For the purpose of this clause, the value of the said development shall be deemed to be \$ 1,000,000.00 . All amounts payable hereunder shall be payable on or before the 30th day of June in the year in which the same are due, and in default of payment it is specifically agreed that the same may be levied against the said lands in the same manner as taxes and shall be recoverable in the same manner as taxes in arrears pursuant to the provisions of the Tax Recovery Act.

MISCELLANEOUS

5. It shall be the responsibility of the Optionee to determine the location and placement of all property survey pins, and all easement affecting the said lands upon signing of the agreement.
6. The Optionee shall comply with all by-laws and resolutions of the City of Red Deer and all other applicable laws, statutes and regulations, this agreement notwithstanding, and in particular shall obtain from the City a building permit for the said development prior to commencing construction of the same. The Optionee shall construct the said development in accordance with the approved plans and specifications.
7. Details of site plan and landscaping shall be submitted to the Municipal Planning Commission of the City for approval. Should the Optionee default in completing landscaping in accordance with the said plans and within the time approved by the Municipal Planning Commission, the City and any persons and independent contractions employed by it for that purpose shall have

the right to enter on the said lands and complete such landscaping. The Optionee covenants to pay all expenses so incurred to the City on demand. In default of payment, such expenses shall be added to the tax account for the said lands and shall be levied against the said lands and be recoverable as taxes pursuant to the provisions of the Tax Recovery Act.

8. Transfer of the said lands shall be subject to the exceptions, reservations, conditions and easements on record upon the said lands.

9. The Building Inspector, and any employee of his department may enter upon the said lands at all reasonable times for inspection purposes.

10. The covenants of the Optionee herein contained, and in particular the representations and conditions precedent hereto, shall survive the acceptance of this option and are deemed to be covenants running with the land for the benefit of the said land and the City.

11. The City may at any time file and maintain a Caveat against the title to the said lands to protect its interest hereunder and the covenants and agreements herein contained, provided however that the same shall be filed subsequent to, or postponed in favour of, any mortgage granted by the Optionee under Clause 4.3 (b).

12. Upon the City being satisfied that the Optionee has met all of the requirements of this agreement, the City shall discharge any Caveat it has filed with respect to this agreement and return to the Optionee the unregistered transfer back to the City of the said lands.

13. No building permits for the said development shall be issued until all underground services and gravel roads are available for the said development, unless otherwise approved by the City, and until the Optionee shall have made payment in full to the City of all electric light and power costs and all sewer and water connection charges and all other charges with respect to any utilities necessary to serve the development, and any other levies as may be determined by the City.

14. Time shall be of the essence of this agreement and the covenants herein contained, and this agreement shall enure to the benefit of and be binding upon and enforceable by the parties hereto, their respective heirs, executors, administrators and where permitted, their successors and assigns.

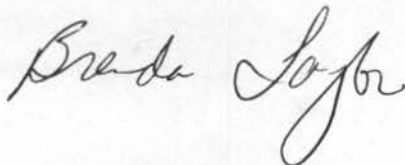
IN WITNESS WHEREOF the parties hereto have affixed their corporate seals duly attested to by their proper officers the day and year first above written.

THE CITY OF RED DEER

Per: 

Per: 

Witness:



Per: 

Per: 

AFFIDAVIT OF EXECUTION

C A N A D A) I, Brenda Taylor of the City
PROVINCE OF ALBERTA)
T O W I T:) of Red Deer, in the Province of Alberta
MAKE OATH AND SAY:

1. THAT I was personally present and did see

Dennis A. Nielsen

named in the within instrument, who is ~~XXXX~~ personally known to me to be the person(~~xx~~) named therein, duly sign and execute the same for the purpose named therein.

2. THAT the same was executed at the City of Red Deer in the Province of Alberta, and that I am the subscribing witness thereto.

3. THAT I know the said Dennis A. Nielsen and he ~~(xxxxx)~~ is ~~(xxxxx)~~ in my belief of the full age of eighteen years.

SWORN BEFORE ME at the City
of Red Deer, in the
Province of Alberta, this 6th
day of November
A.D. 1980

Fay Porteous Fay Porteous
A Commissioner for Oaths in and
for the Province of Alberta.

Brande Lafor

AFFIDAVIT OF EXECUTION

C A N A D A) I, Brenda Taylor of the City
PROVINCE OF ALBERTA) of Red Deer, in the Province of Alberta
T O W I T:) MAKE OATH AND SAY:

1. THAT I was personally present and did see
John A. Hunter
named in the within instrument, who is ~~(are)~~ personally known to
me to be the person ~~(s)~~ named therein, duly sign and execute the
same for the purpose named therein.
2. THAT the same was executed at the City of Red Deer
in the Province of Alberta, and that I am the subscribing witness
thereto.
3. THAT I know the said John A. Hunter
and he ~~(she)~~ ~~(they)~~ is ~~(are)~~ in my belief of the full age of
eighteen years.

SWORN BEFORE ME at the City)
of Red Deer, in the)
Province of Alberta, this 6th)
day of November)
A.D. 1980)

Fay Porteous)
FAY, PORTEOUS)
A Commissioner for Oaths in and for)
the Province of Alberta)

Brenda Taylor



1									
PLAN									
BLK.									
2	7	8	2	1	6	2	4		2

North Alberta Land Registration District

THIS IS TO CERTIFY that JOHN A. HUNTER AND DENNIS A. NIELSEN, BOTH OF RED
IN THE PROVINCE OF ALBERTA.

ARE now the owner \$ of an estate in fee simple AS TO EACH AN UNDIVIDED ONE-HALF ($\frac{1}{2}$)
of and in

PLAN RED DEER 782 1624

BLOCK TWO (2)

LOT TWENTY TWO (22)

CONTAINING 0.866 HECTARES (2.14 ACRES) MORE OR LESS

(N.W. 4-38-27-W.4TH)

EXCEPTING THEREOUT ALL MINES AND MINERALS.

SUBJECT TO THE ENCUMBRANCES, LIENS, ESTATES OR INTERESTS NOTIFIED BY MEMORANDUM
ENDORSED HEREON, OR WHICH MAY HEREAFTER BE MADE IN THE REGISTER.

IN WITNESS WHEREOF I have hereunto subscribed my name and affixed my official seal

this 6TH day of FEBRUARY 1981, A.D.

Post Office Address 5420 - 43 STREET

RED DEER, ALBERTA.

ABBREVIATIONS

URW - Utility Right of Way
BL - Builders Lien
TN - Tax Notification
WE - Writ of Execution
C.C. - Covenants and Conditions
ENCUM - Encumbrance

Certificate of Title

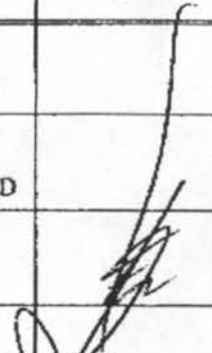
Show Other Abbreviations Here

NAME JOHN A. HUNTER ET AL

LAND 782 1624 BLK. 2 LOT 22

CHARGES, LIENS AND INTERESTS.

8 1 2 0 2 9 9 2 2

Registration Number	Date of Registration			Amount \$	PARTICULARS	Signature of Registrar	Discharges and Withdrawals				
	DY	MO	YR				Registration Number	Date of Registration			
782235367	16	10	78		PLAN 782 1625 TO THE CITY OF RED DEER						
812029923	6	2	81	1,275,000.00	TO PARKLAND SAVINGS & CREDIT UNION LIMITED		822002252	6	1	82	
812029924	6	2	81		BY THE CITY OF RED DEER		822090712	27	4	82	/E
812295540	14	12	81	1,389,000.00	TO THE CANADA LIFE ASSURANCE COMPANY						
812295541	14	12	81		BY THE CANADA LIFE ASSURANCE COMPANY						
822002250	6	1	82	968,000.00	TO PARKLAND SAVINGS & CREDIT UNION LTD.						
822043502	1	3	82		C 812029924 POSTPONED IN FAVOR OF MTGE 822002250						
822043503	1	3	82		C 812029924 POSTPONED IN FAVOR OF MTGE 812295540						
822043504	1	3	82		C 812029924 POSTPONED IN FAVOR OF C 812295541						
822182145	18	8	82		BY THE CANADA LIFE ASSUR. CO.						

MULTIPLE FAMILY SITE - OPTION AGREEMENT

THIS AGREEMENT made this **26** day of **September** A.D. 1979

BETWEEN:

THE CITY OF RED DEER
(hereinafter called "the City")

● OF THE FIRST PART

- and -

DENNIS NIELSEN AND JOHN HUNTER AND FRANK T HOLMAN. *W.L.*

(hereinafter called "the Optionee")

OF THE SECOND PART

WHEREAS the City is the registered owner of Lot 4
in Block 5, Plan 782 1624, containing 2.34
acres more or less, excepting thereout all mines and minerals,
(herein referred to as "the said lands"),

AND WHEREAS the Optionee desires to purchase the said
lands upon the terms and conditions hereinafter contained for the
purpose of constructing and placing thereon

One (1) Forty-Six (46) unit apartment building

all of which together with related improvements is hereinafter
referred to as "the Development",

NOW THEREFORE THIS AGREEMENT WITNESSETH that in
consideration of the premises, and of the covenants and agreements
herein contained, the parties hereto covenant and agree together

as follows:

1. The City hereby grants to the Optionee the sole and exclusive option to purchase the said lands in the manner and upon the conditions herein set out and within the time herein limited for acceptance, at and for the sum of \$ 299,520.00 (herein called "the purchase price").
2. The sum of \$ 99,840.00 totalling one-third of the purchase price of the said lands, now paid by the Optionee to the City, shall be applied to the purchase price.

ACCEPTANCE OF OPTION

- 3.1 The Optionee shall be entitled to accept the Option hereby granted at any time up to and including, but not after the 28th day of January, 1980, by performing the requirements of Clause 3 and paying to the City in cash or by cheque the purchase price.
- 3.2 In the alternative, the Optionee may extend this Option for a further period up to and including but not after the 26th day of May, 1980, by paying to the City in cash or by cheque, at any time up to and including, but not after, the 28th day of January, 1980, the further sum of \$ 99,840.00 being one-third of the total purchase price of the said lands,

in which case the Optionee shall be entitled to accept this Option at any time up to and including, but not after the 26th day of May, 1980, by performing the requirements of Clause 3.3 and by paying to the City in cash or by cheque the purchase price less the consideration paid for the granting and extending of this Option.

- 3.3 Notwithstanding anything herein contained, it is acknowledged and agreed by the Optionee that it is a condition precedent to and of the essence of this agreement, and notwithstanding payment in full of the purchase price, that the Optionee shall not have the right to accept this option to purchase the said lands unless it shall construct the development in accordance with the plans and proposal submitted by it to the City Council of the City of Red Deer for its consideration and its approval at the meeting of the Council of the said City held on the 23rd day of July, 1979.

- 3.4 Time shall be of the essence of this option agreement, and of this agreement as a whole.

CONDITIONS SUBSEQUENT TO EXERCISE OF OPTION TO PURCHASE

4. In the event this option is accepted as herein provided, then this agreement shall, upon the date of acceptance become a binding agreement for the sale of the said lands, and the parties hereto covenant and agree together as follows:
- 4.1 The date for adjustment of taxes shall be the first day of January, 1980. All other incomings and outgoings respecting

the said lands shall be adjusted between the parties as of the date of acceptance of this option, and the Optionee shall be entitled to possession of the said lands upon the date of acceptance of this option.

- 4.2 The City shall not be required to provide to the Optionee a registrable transfer of the said lands unless and until
- (a) the purchase price has been paid in full, and
 - (b) the development constructed upon the said lands has been substantially completed to the satisfaction of the Building Inspector of the City, or to any authorized employee in his Department, inspected pursuant to a written request from the Optionee, or
 - (c) upon the Optionee providing to the City such evidence as the City may reasonably require that a mortgage loan has been approved in the name of the Optionee for the sole purpose of completing construction of the building upon the said lands, in which event the Optionee covenants and agrees that all monies derived from the proceeds of the said mortgage shall be used for the construction of the said development. The Optionee hereto acknowledges and agrees that the within lands are being purchased for the purpose of constructing the development in accordance with the plans and proposals presented by the Optionee to the Council of the City of Red Deer at its meeting on the 23rd day of July, 1979.

- 4.3 The Optionee shall commence construction of the said development not later than twelve (12) months from the date of this agreement, and shall complete construction thereof not later than twenty-four (24) months from the date of this agreement. For the purposes of this agreement, "commence construction" shall mean that all foundations required for the said development shall be completed and installed upon the said lands to grade level, and "complete construction" shall mean that the said development is substantially completed and ready for occupancy.
- 4.4 In the event that the Optionee fails to complete construction of the said development within the time hereinbefore limited, the Optionee shall pay to the City on account of loss of property tax, as liquidated damages, and not as penalty or forfeiture, an amount equal to the difference between the property taxes actually levied against the said lands and the property taxes which the City would have been entitled to levy against the said lands and buildings if construction of the said development had been completed as herein required. Such payment shall commence in the year following the year in which construction of the said development should have been completed as aforesaid, and shall continue until such construction shall have been completed. For the purpose of this clause, the value of the said development shall be deemed to be \$1,000,000.00. All amounts payable hereunder shall be payable on or before the 30th day of June in the year in which the same are due, and in default of payment it is specifically agreed that the

same may be levied against the said lands in the same manner as taxes and shall be recoverable in the same manner as taxes in arrears pursuant to the provisions of the Tax Recovery Act.

- 4.5 Notwithstanding anything herein contained, should the purchaser default in making payment of any balance of the purchase price due under this agreement, or default in commencing construction within the time stipulated, the City at its option may declare the agreement to be null and void and the City shall be entitled to receive, and the Optionee shall pay to, the City as liquidated damages and not as penalty or forfeiture, an amount equal to 1.5% of the purchase price multiplied by the number of full calendar months elapsed from the date of the Agreement. The City shall be entitled to deduct such amount together with any expenses incurred by it in clearing the site of any foundation or debris or other building materials not removed by the Optionee and restoring the site to its original state, from any funds paid to it by the Optionee hereunder, and shall refund any surplus then remaining to the Optionee. In the event that title to the said lands has been transferred to the Optionee, the Optionee shall on demand forthwith execute and deliver to the City a registrable transfer of title to the said lands back to the City.

5. It shall be the responsibility of the Optionee to determine the location and placemnt of all property survey pins, and all easements affecting the said lands upon signing of the agreement.
6. The Optionee shall comply with all by-laws and resolutions of the City of Red Deer and all other applicable laws, statutes and regulations, this agreement notwithstanding, and in particular shall obtain from the City a building permit for the said development prior to commencing construction of the same. The Optionee shall construct the said development in accordance with the approved plans and specifications. No building permit shall be issued until such time as the purchase price for the said lands has been paid in full, and until all underground services and gravel roads are available unless otherwise approved by the City.
7. Details of site plan and landscaping shall be submitted to the Municipal Planning Commission of the City for approval. Should the Optionee default in completing landscaping in accordance with the said plans and within the times approved by the Municipal Planning Commission, the City, and any persons and independent contractors employed by it for that purpose shall have the right to enter on the said lands and complete such landscaping. The Optionee covenants to pay all expenses so incurred to the City on demand. In default of payment such expenses shall be added to the tax account for the said lands and shall be levied against the said lands and be recoverable as taxes pursuant to the provisions of the Tax

Recovery Act.

8. Transfer of the said lands shall be subject to the exceptions, reservations, conditions and easements on record upon the said lands.
9. The Building Inspector, and any employee of his department may enter upon the said lands at all reasonable times for inspection purposes.
10. Unless and until the Optionee shall have completed construction of the said development, the Optionee shall not assign this agreement nor transfer, convey or assign the said lands nor any interest herein or therein, and if a limited company, shall not permit the transfer of the majority control of the said company from the shareholders of record as of the date upon which the City approved the proposal of the Optionee, without the written consent of the City first had and obtained, which consent shall not be unreasonably or arbitrarily withheld so long as such assignee or transferee agrees to be bound by all of the covenants and agreements herein contained.
11. The City may at any time file and maintain a Caveat against the title to the said lands to protect its interest hereunder and the covenants and agreements herein contained, provided however that the same shall be filed subsequent to, or postponed in favour of, any mortgage granted by the Optionee for the sole and only purpose of constructing the said development upon the said lands.
12. The Optionee shall make payment in full to the City of all electric light and power costs and all sewer and water connection charges and other levies as may be determined by the City at the time the Optionee makes application for a building permit, and no building permit shall be issued prior to the payment in full for such costs.

13. Time shall be of the essence of this agreement and the covenants herein contained, and this agreement shall enure to the benefit of and be binding upon and enforceable by the parties hereto, their respective heirs, executors, administrators and where permitted, their successors and assigns.

IN WITNESS WHEREOF the parties hereto have affixed their corporate seals duly attested to by their proper officers the day and year first above written.

THE CITY OF RED DEER

Per: *Ken Leude*

Per: *[Signature]*

Per: *[Signature]*

Per: *[Signature]*

[Signature]
[Signature]

W. F. Lee.

AFFIDAVIT OF EXECUTION

CANADA
PROVINCE OF ALBERTA

I, **William F. Lees**
City of **Red Deer**
Alberta,

, of the
, in the Province of
MAKE OATH AND SAY:

TO WIT:

1. THAT I was personally present and did see **DENNIS NIELSEN, JOHN HUNTER AND FRANK T. HOLMAN**

named in the within instrument, who are personally known to me to be the person named therein, duly sign and execute the same for the purpose named therein.

2. THAT the same was executed at the **City of Red Deer** in the Province of Alberta, and that I am the subscribing witness thereto.

3. THAT I know the said **Dennis Nielsen, John Hunter and Frank T. Holman** and **they are** ~~xx~~ in my belief, of the full age of eighteen years.

SWORN before me at **Red Deer**
in the Province of Alberta,
this **26th** day of **September**
A.D. 19 **79**

} *W. F. Lees*

Ray Porteous

A Commissioner for Oaths in and for the Province of Alberta

MEMORANDUM

April 9, 1987

TO: Municipal Planning Commission

FROM: City Clerk

RE: Proposed Apartments/Lot 22, Block 2, Plan 782-1624 (104 Boyce Street)
and Lot 4, Block 5, Plan 782-1624 (86 Bell Street)

At the Council meeting of April 6, 1987, consideration was given to the decisions of the Municipal Planning Commission of March 30, 1987, approving two 24 suite apartments, one each on the above noted site. The decision of the Municipal Planning Commission required approval of from City Council on the number of units on each site.

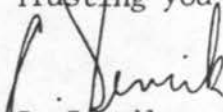
Council passed the following motions with regard to this matter.

"RESOLVED that Council of the City of Red Deer, having considered report from the City Solicitor re: Lot 22, Block 2, Plan 782-1624 (104 Boyce Street) hereby agree that the application for an additional 24 units on the aforesaid site be approved and that a bylaw amendment be brought forward to limit the maximum density on the aforesaid site to the additional 24 units."

"RESOLVED that Council of the City of Red Deer, having considered report from the City Solicitor re: Lot 4, Block 5, Plan 782-1624 (86 Bell Street) hereby agree that the application for an additional 24 units on the aforesaid site be approved and that a bylaw amendment be brought forward to limit the maximum density on the aforesaid site to the additional 24 units."

The decision of Council in this instance is submitted for your information. I would also advise that Council gave first reading to Land Use Bylaw Amendment 2672/K-87 in accordance with the aforementioned resolutions. A public hearing relative this bylaw will be held on Monday, May 4, 1987.

Trusting you will find this satisfactory.


C. Sevcik
City Clerk

c.c. City Solicitor

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*

208 Professional Building
4808 Ross Street
Red Deer, Alberta T4N 1X5

TELEPHONE(403)346-6603

TWX 610-841-5684

Your file:

Our file: 14,278

*Denotes Professional Corporation

March 30, 1987

Mayor and Members of Council
of the City of Red Deer
City Hall
RED DEER, Alberta

Dear Sirs:

RE: N. A. Properties Limited

On September 29, 1986, the Council at the City of Red Deer passed the following resolution:

"RESOLVED that Council of The City of Red Deer having considered report dated September 23, 1986, from the City Assessor re: part of the N.E. 1/4 of Section 22 - 38 - 27 - W4th, 67 Street Bridge Project Right of Way hereby approve purchase of part of the N.E. 1/4 of Section 22 - 38 - 27 - W4th containing 19.545 acres at the area appraised value of \$8,500.00 per acre for a total purchase price of \$166,132.00, subject to the following:

1. An agreement satisfactory to the City Solicitor
2. All legal fees to be paid by the City of Red Deer
3. County of Red Deer No. 23 approval
4. All costs to be charged to 67 Street Bridge Project

and as recommended to Council September 29, 1986."

Pursuant to that resolution an Agreement was entered into between N. A. Properties Limited, the vendor of the lands in question and the City of Red Deer.

.../2

Page 2
March 30, 1987
Mayor and Members of Council
of the City of Red Deer

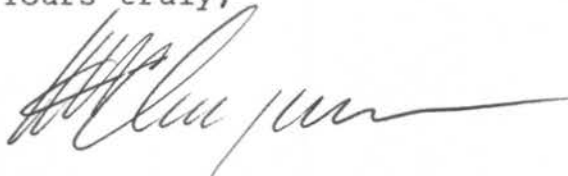
The City has proceeded to prepare the necessary road right of way plan but the vendor has been unable to complete documentation to convey title to us or sign the plan due to the existence of certain writs and encumbrances upon the property.

The Engineering Department proposes to call for tenders in connection with the construction of the 67th Street extension and its junction with 30th Avenue in the very near future and desires to commence construction as early as June of this year.

We have communicated our concerns to the solicitor for the vendor but he in turn is unable to give us any guarantees that title problems will be resolved by that time. I therefore propose to the solicitor that the City proceed to acquire the necessary right of way by expropriation and he has indicated that his clients have no objection to such procedure and I attach hereto a copy of his correspondence in that respect.

Accordingly it is my request that Council pass a resolution to expropriate the necessary right of way, and to issue a Notice of Expropriation to the owner and other parties having an interest in the property.

Yours truly,

A handwritten signature in dark ink, appearing to read 'T. H. Chapman', with a long horizontal flourish extending to the right.

T. H. CHAPMAN
THC/cgc
encl.

WITTEN BINDER

BARRISTERS & SOLICITORS

2300 - 10025 - JASPER AVENUE, EDMONTON, ALBERTA T5J 1T1
 TELEPHONE (403) 428-0501 TELEX 037-2597 TELECOPIER (403) 428-0501

ABE W. MILLER, Q.C. (1897 - 1964)

NORMAN L. WITTEN*, Q.C.
 SOLOMON OSHRY
 ALAN SCHAPIRO
 ROBERT S. ABELLS, ALSO B.C. BAR
 AUDREY A. WAKELING, ALSO SASK. BAR
 HOWARD J. SNIDERMAN
 RAYMOND W. STEEN

MELVYN A. BINDER*, Q.C.
 DAVID J. TILLEY*, ALSO N.W.T. BAR
 DAVID B. MARGOLUS
 EARL L. PARKER*
 JUNE M. ROSS
 SHARON M. HOLLOHAN
 SHAWNA K. VOGEL

DAVID E. GROSSMAN
 RICHARD M. CRADDOCK*
 JAMES D. SNOWDON*
 DANIEL ZALMANOWITZ
 LYLE S. KANEE
 GARRY APPELT
 J. MICHAEL IRVINE

*LAWYER WHOSE PROFESSIONAL CORPORATION IS ASSOCIATED WITH FIRM.

DIRECT TELEPHONE NO. (403) 441-3209

EFFECTIVE MARCH 30, 1987

OUR NEW ADDRESS IS:

2500 Principal Plaza

10303 Jasper Avenue

Edmonton, Alberta T5J 3N6

Our telephone numbers remain the same

IN REPLY PLEASE REFER TO FILE NO. 53,405 JDS

YOUR FILE NO. 14,278

March 24, 1987

Chapman Riebeek Simpson
 Chapman & Wanless
 Barristers & Solicitors
 208 Professional Building
 4808 - Ross Street
 Red Deer, Alberta
 T4N 1X5

Attention: T.H. Chapman

Dear Sirs:

Re: City of Red Deer & N.A. Properties Ltd.

I refer to my correspondence of March 20th, 1987, in the above regard and would advise that my client does not have a concern if expropriation proceedings are entered into on the basis set forth in your correspondence of March 17th.

Yours truly,
 WITTEN BINDER

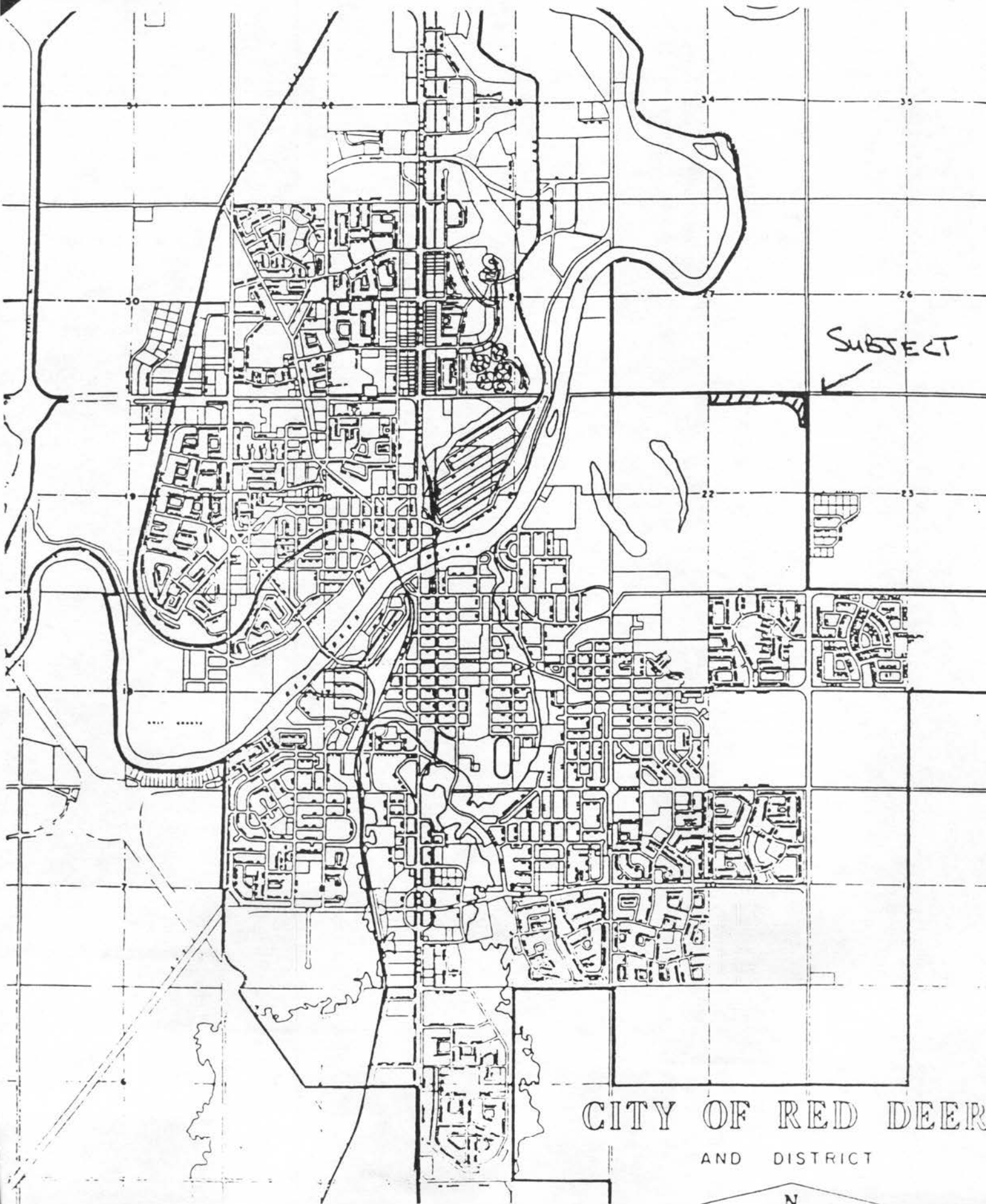
Per: 
 JAMES D. SNOWDON

JDS/ldw

c.c. N.A. Properties Ltd.
 Attention: Mr. Keith Bradley

MAR 27 1987

COPY



Commissioner's Comments

We would concur with the recommendations of the City Solicitor.

"R.J. McGHEE"
Mayor

M E M O

FILE NO.: 14,278
DATE: March 30, 1987
TO: Mr. Sevcik
FROM: Tom Chapman

I enclose herewith copy of correspondence directed to Council together with a copy of the proposed resolution which should be heard at the meeting of Council April 6, 1987.

"Resolved that the Council of The City of Red Deer, having considered the report of the City Solicitor dated March 30, 1987, hereby agree to proceed to acquire all that portion of the N.E. 1/4 22 - 38 - 27 - W4th Meridian containing 19.545 acres more or less as described in the Agreement between the City of Red Deer and N. A. Properties Ltd. dated November 13, 1986 for the purpose of Road Right of Way for the construction of 67th Street, by expropriation, and that a Notice of Intention to expropriate the said lands pursuant to the Expropriation Act be issued and served upon the said owners and all parties having an interest therein."

THC/cgc

THE EXPROPRIATION ACT, R.S.A. 1980

NOTICE OF INTENTION TO EXPROPRIATE

1. TAKE NOTICE that the City of Red Deer intends to expropriate the following lands:

The North East Quarter of Section Twenty Two (22), Township Thirty Eight (38), Range Twenty Seven (27), West of the 4th Meridian, containing 64.7 Hectares (160 Acres), more or less; EXCEPTING THEREOUT: 1.62 Hectares (4.01 Acres), more or less as shown on Road Plan 782 2413, being the most northerly portion thereof as outlined and shaded on a plan of survey annexed hereto as Schedule "A", containing 19.718 acres, more or less. Excepting thereout all mines and minerals.

2. The nature of the interest to the lands intended to be expropriated is fee simple title.

3. The work or purpose for which the interest in the lands is required is for the purpose of providing land for right-of-way for the construction of 67th Street across the said lands.

4. Section 6 of the Expropriation Act provides that:

"6. (1) No person may in any proceedings under this Act dispute the right of an expropriating authority to have recourse to expropriation.

(2) In any proceedings under this Act the owner may question whether the taking of the land, or the estate or interest therein, is fair, sound and reasonably necessary in the achievement of the objectives of the expropriating authority."

5. Section 10 of the Expropriation Act provides that:

"10. (1) An owner who desires an inquiry shall serve the approving authority with a notice of objection,

(a) in the case of an owner served in accordance with section 8(2), within 21 days of service upon him of the notice of intention, and

(b) in any other case, within 21 days after the first publication of the notice of intention.

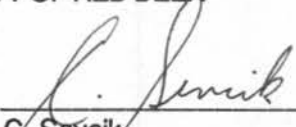
- (2) The notice of objection shall state
 - (a) the name and address of the person objecting,
 - (b) the nature of the objection,
 - (c) the grounds on which the objection is based, and
 - (d) the nature of the interest of the person objecting."

- 6. A person affected by the proposed expropriation does not need to serve an objection to the expropriation in order to preserve his right to have the amount of compensation payable determined by the Land Compensation Board or the Court, as the case may be.
- 7. The approving authority with respect to this expropriation is the Council of the City of Red Deer, City Hall, 4914 - 48 Avenue, Red Deer, Alberta.

DATED at the City of Red Deer, in the Province of Alberta, this 8th day of April, 1987.

THE CITY OF RED DEER

Per: _____


C. Sevcik
City Clerk

67

STREET



19.718 ACRES

N.E. $\frac{1}{4}$ SEC. 22, 38, 27, W. 4th

AVENUE

30

22

SCHEDULE A

N.T.S.

67

STREET



19.718 ACRES

N.E. $\frac{1}{4}$ SEC. 22, 38, 27, W. 4th

AVENUE

30

22

SCHEDULE A

N.T.S.

67

STREET



19.718 ACRES

N.E. $\frac{1}{4}$ SEC. 22, 38, 27, W. 4th

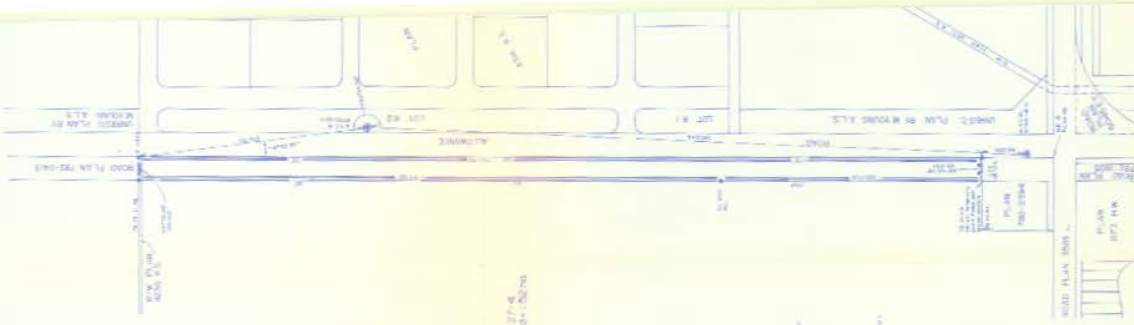
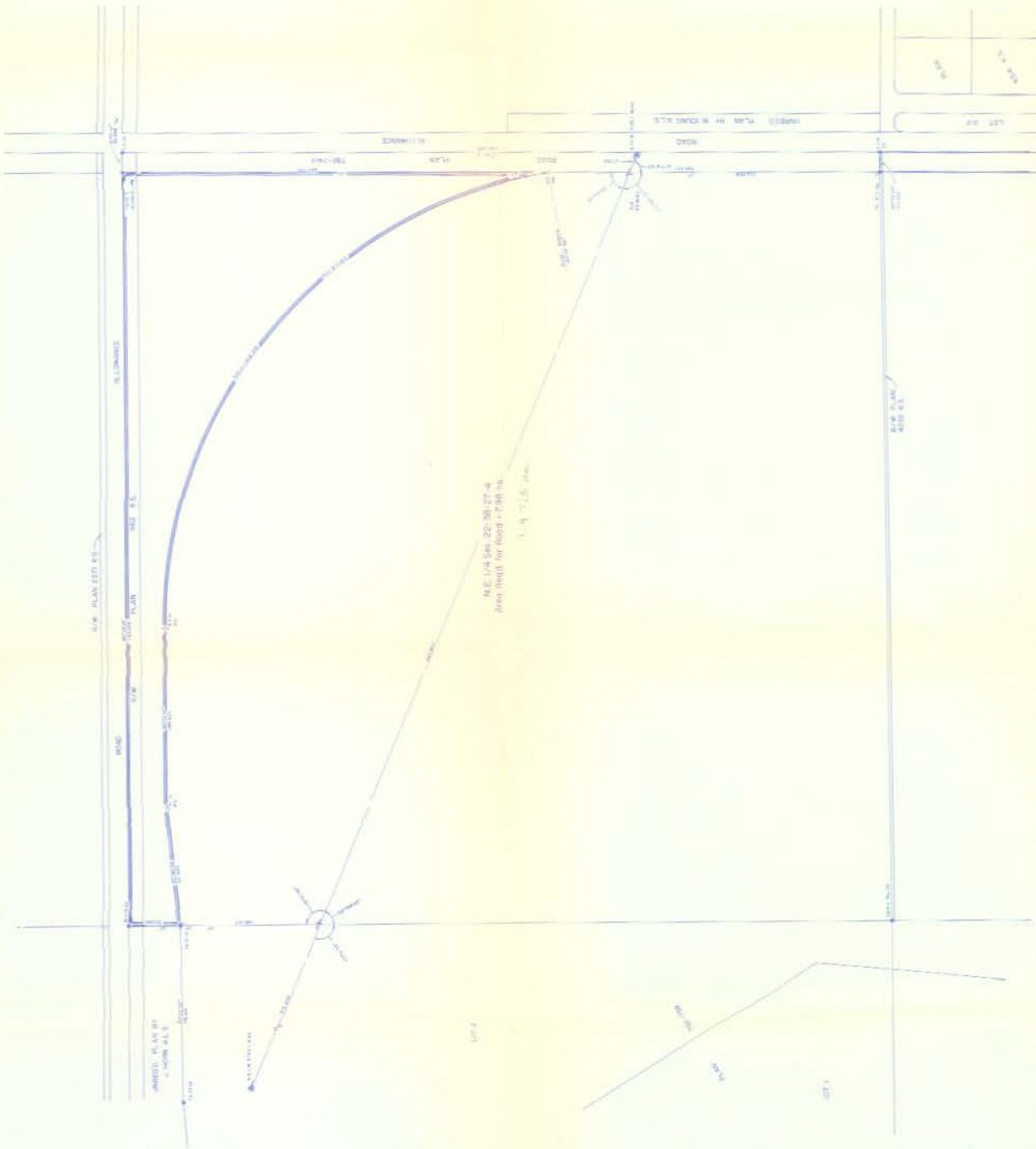
AVENUE

30

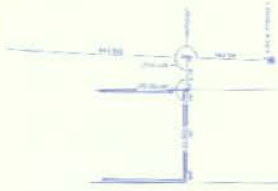
22

SCHEDULE A

N.T.S.



S.E. 1/4 Sec. 22-30-27-4 Area Req'd for Road = 207 sq



DETAIL NOT TO SCALE

DRAWING 96
APRIL 6/87
N.A. PROPERTIES

MEMORANDUM

April 8, 1987

TO: City Solicitor - Attention: Mr. T. Chapman

FROM: City Clerk

RE: N.A. Properties Ltd. Expropriation/Your File 14,278

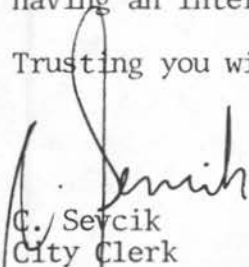
I would advise that your report of March 30, 1987, concerning the above captioned matter was presented to Council Monday, April 6, 1987, at which meeting Council passed the following motion:

"RESOLVED that the Council of The City of Red Deer, having considered the report of the City Solicitor dated March 30, 1987, hereby agree to proceed to acquire all that portion of the N.E. 1/4 22-38-27-W4th Meridian, containing 19.545 acres more or less as described in the Agreement between The City of Red Deer and N.A. Properties Ltd. dated November 13, 1986 for the purpose of Road Right of Way for the construction of 67 Street, by expropriation, and that a Notice of Intention to Expropriate the said lands pursuant to The Expropriation Act be issued and served upon the said owners and all parties having an interest therein."

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

We trust that you will prepare the notice of intention as called for in the above noted resolution and that same be issued and served on said owners and all parties having an interest therein in accordance with the Expropriation Act.

Trusting you will find this satisfactory.


C. Sevcik
City Clerk

c.c. City Assessor
Dir. of Engineering Services
Dir. of Finance
Urban Planning Section Mgr.
City Commissioners

NO. 16

DATE: March 30, 1987

TO: CITY CLERK

FROM: DIRECTOR OF FINANCE

RE: 1987 PROVINCIAL BUDGET - INCREASES IN FEES AND CHARGES

There were a number of fee and charge increases announced in the budget that will affect the City.

There was an announcement in the above budget of a 5¢ per litre gas tax effective June 1, 1987, that will have a significant impact on the City budget. The additional budget cost by program for 1987 and 1988 is:

	Program	Original 1987 Budget	1987	1988
1.	Fire Prevention	\$ 10,500	\$ 730	\$ 1,250
2.	Ambulance (BLS)	9,500	1,225	2,100
3.	Ambulance (ALS)	3,300	233	400
4.	Equipment Pool	430,000	42,583	73,000
5.	Airport	8,000	793	1,360
	TOTALS		\$ 45,564	\$ 78,110

The tax on insurance premiums has increased by 1% from 2% to 3% of premiums effective April 1, 1987. This will mean \$1,125 in additional costs for 1987 and \$4,500 for 1988.

Effective May 1, 1987, is an increase of registration fees for passenger vehicles of \$10 from \$31 to \$41 per vehicle. The City of Red Deer actually pays \$10 per vehicle. Our understanding is this will increase to \$11 per vehicle. The estimated additional cost for Red Deer is \$223 for 1987 and 1988.

There is a 5% tax imposed on hotel rooms effective June 1, 1987. This will result in additional costs for employees attending conferences in Alberta. The additional cost will probably be about \$300 for 1987 and \$450 for 1988.

....2

City Clerk

- 2 -

March 30, 1987

Summary

To summarize the estimated impact of the 1987 Provincial budget tax and fee increases on The City of Red Deer, the following is provided:

	<u>Description of Increase</u>	<u>1987 Increase</u>	<u>1988 Increase</u>
1.	Gasoline and Diesel fuel tax of 5¢/litre effective June 1, 1987	\$ 45,564	\$ 78,110
2.	Tax on insurance premiums increased from 2% to 3% effective April 1, 1987	1,125	4,500
3.	Registration fees for passenger vehicles increase from \$10 to \$11 per vehicle effective May 1, 1987	223	223
4.	Hotel rooms 5% tax effective June 1, 1987	300	450
	TOTALS	<u>\$ 47,212</u>	<u>\$ 83,283</u>

As a result of the Provincial Budget, businesses providing goods and services to the City may find their costs of production have increased. This may result in price increases to the City.

It will probably not be necessary to change the 1987 City budget because of the increases, but it may be necessary to increase internal equipment rental rates. The total increases are the equivalent of a 3/4 of 1% increase in municipal property taxes.



A. WILCOCK, B. Comm., C.A.
Director of Finance

AW/jt

Commissioner's Comments

The attached report is submitted for Council's information only.

"R. J. McGHEE"
Mayor

MEMORANDUM

April 8, 1987

TO: Dir. of Finance

FROM: City Clerk

RE: 1987 Provincial Budget - Increases in Fees & Charges

Your report dated March 30, 1987, concerning the above topic was presented to Council Monday, April 6, 1987, and at which meeting said report was accepted for information purposes and it was agreed that same be filed.

Thank you for your submission in this instance and while as noted in your report it may not be necessary to change the 1987 City budget because of the increases, the internal equipment rental rates may have to be increased. Trusting you will give this matter your further consideration.



C. Sevcik
City Clerk

c.c. Dir. of Community Services
Dir. of Engineering Services
City Commissioners

DATE: APRIL 1, 1987
TO: MEMBERS OF COUNCIL
FROM: MAYOR R.J. MCGHEE

1988 marks The City of Red Deer's 75th Anniversary. In 1988 Red Deer will also host the Alberta Winter Games.

By way of information the Province does provide a one time grant for such anniversaries in the amount of 10¢ per capita, or in Red Deer's case approximately \$5500.

I requested the administration to put forward suggestions on how we might celebrate this occasion. The suggestions fall under two categories, first a project being undertaken by the City, and secondly that an Ad Hoc Committee be established by Council to provide co-ordination on other City-wide projects that may be undertaken by other groups.

We would suggest that one or two members of Council volunteer to initiate proceedings for the Anniversary.


R. J. MCGHEE
Mayor

RJM/bd

MEMORANDUM

April 8, 1987

TO: Personnel Committee

FROM: City Clerk

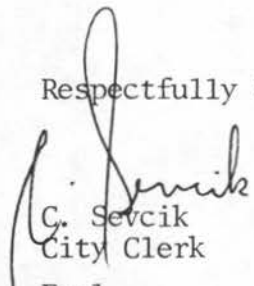
RE: City of Red Deer's 75th Anniversary

I would advise that at the Council Meeting of April 6, 1987, the attached report dated April 1 from Mayor McGhee concerning 1988 being the City of Red Deer's 75th Anniversary received brief consideration.

At the aforesaid meeting, it was suggested that perhaps the Personnel Committee might be prepared to take on this additional duty.

Trusting this matter will be given consideration by the Personnel Committee at its next meeting.

Respectfully Submitted



C. Sevcik
City Clerk

Encl.

c.c. Mayor McGhee
City Commissioner



NO. 1

St. John Ambulance

124.

Central Alberta Branch

Montfort Community Service Centre
5210 - 61 Street
Red Deer, Alberta
T4N 6N8
(403) 342-7744

March 03, 1987

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

Dear Sir:

The St. John Ambulance Central Alberta Branch Committee requests permission to address City Council at the March 23 Council meeting.

Linda Schmidt, Branch Chairman, will be our representative, presenting some concerns and plans with respect to housing our organization after the Montfort Community Services Centre closes. We have some interim options and long term goals we want City Council to be aware of, and we will be seeking Council support for an ambitious long term building program.

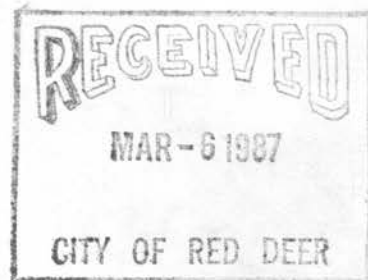
When the agenda is completed please inform this office of the time our representative will be appearing.

Thank You!

Yours truly,

T.C. Pickett
Area Manager

CP/tr



"MEMBER AGENCY - THE UNITED WAY OF RED DEER AND AREA"



St. John Ambulance

125.

Central Alberta Branch

Montfort Community Service Centre
5210 - 61 Street
Red Deer, Alberta
T4N 6N8
(403) 342-7744

THE CITY OF RED DEER	
CLERK'S DEPARTMENT	
RECEIVED	
TIME	3:00
DATE	March 15/87
BY	SP

March 18, 1987

City Clerk
City Hall
Box 5008
RED DEER, AB.
T4N 3T4

Dear Sir:

Re: St. John Ambulance Planning

As per our telephone conversation of March 17, this letter will confirm that we are certainly willing to postpone our presentation to City Council until the April 6 meeting.

As requested, please find attached an outline of the information and proposals we wish to present. I think it is detailed enough to give the Councillors a preview of the main topics.

When the agenda is confirmed, please let us know the time at which we are scheduled to appear.

Thank You.

Yours truly,

Cam Pickett
Area Manager

CP/tr



"MEMBER AGENCY - THE UNITED WAY OF RED DEER AND AREA"

ST. JOHN AMBULANCE PRESENTATION

OUTLINE

1. INTRODUCTION2. COMMUNITY CREDENTIALS

A. TRAINING.

IN 1986 we trained 4071 people in our various First Aid and Health Care Programs. 60% of those were school students, special needs groups and general public. 40% were from Government and industry.

B. BRIGADE DUTIES.

IN 1986 our Brigade members supplied Voluntary First Aid Services at 61 events, and treated 150 casualties.

C. COMMUNITY OUTREACH.

We have cooperative and supportive arms extended throughout the community into the school system, other Service Organizations, and government departments.

D. FINANCIAL.

As part of a National Organization, we are responsible and accountable to a Provincial Council for our Area operations.

In 1986, in Central Alberta 82% of our operating revenue was self generated. Only 18% came through grants. Therefore we are very sensitive to fluctuations in the economy and we very conscientiously control our expenses.

.../2

3. MONTFORT DECISION

Budgetary restraint is part of our operating policy, and we can appreciate that same restraint when it is exercised by other organizations.

That is why we decided not to apply for a City Grant, in view of City budget cuts for 1987.

That is why when asked by Family Community Support Services, in September 1986, to commit our Branch to doubled rent; we could not responsibly do so. We had to be free to pursue every alternative.

4. PLANNING

St. John Ambulance Central Alberta Branch is formulating a long term plan taking us to the year 2000.

Our plans for housing can be placed into two categories:

- A. Long Term - eventually owning ST. JOHN HOUSE - Red Deer.
- B. Interim - after Montfort and until we realize our long term goal. We have identified four viable interim options.
 - (i) Reduce the scope of our operation and rent affordable office space.
 - (ii) A cooperative Lease arrangement with partner agencies.
 - (iii) Lease a facility and sub-let to tenant agencies.
 - (iv) Re-apply to Family Community Support Services for inclusion in any future Services Centre they sponsor.

Each option has its own unique benefits and inherent problems.

5. CITY ASSISTANCE

Regardless of the option we choose we will be identifying methods of reducing our costs. Possible assistance from the City could include:

- A. Long Term:
 - City Grant Funding
 - waiver of taxes
 - a land grant
 - donation of a building
- B. Interim:
 - City Grant Funding
 - waiver of taxes
 - information on available property
 - provision of van parking and/or Brigade Space if we reduce the scope of our operation
 - General assistance from City Departments (FCSS, Engineering, etc)

6. CONCLUSION

We ask Council for immediate support in principle, and serious consideration to our proposals and goals.

The City and Family Community Support Services can't possibly house every deserving organization in Red Deer. At best you can do an excellent job of accommodating a small percentage of them. We want to carry the "Spirit of Montfort" into self determining cooperative ventures, and show the way for other non-profit groups to benefit from the sharing experience.

Help us get it started. As we grow we'll require less and less assistance until finally Community Service Centres will stand on their own throughout the Community.

DATE: March 31, 1987
TO: City Clerk
FROM: F.C.S.S. Manager
RE: CORRESPONDENCE FROM ST. JOHN AMBULANCE

As I understand it, representatives from St. John Ambulance would like to bring to Council's attention some of their plans for housing their organization after they have left the Montfort Community Services Centre. Council members will recall that the old Montfort School has been used for the past five years to house a number of organizations including St. John Ambulance. The lease of the facility is between the Catholic School Board and the City of Red Deer with F.C.S.S. managing the arrangement. The Catholic School Board has indicated that they will need the facility for their own purposes by June of 1988 and therefore we have been pursuing other alternatives for the organizations currently located at Montfort.

In the fall of 1986 we asked all of the organizations at Montfort to indicate their long-term plans to remain part of a community services concept. St. John Ambulance indicated to us, at that time, that they had plans to pursue an arrangement on their own. As a result, our planning to date has not included the St. John Ambulance organization.

It is not clear what St. John Ambulance expects from the City of Red Deer. We would need to have more information on the option that they are selecting and the specific request to the City before we could comment. We would be pleased to review a more specific request and bring back recommendations to Council.

St. John Ambulance has benefited particularly from reduced rents during the past five years at Montfort Community Services Centre. In return, this organization has been an excellent tenant. We can understand their desire to find a location on their own and eventually owning their own facility. This is an ambitious objective and Council should support them in their initiatives in the same way as Council supports other valued community services.


RICK ASSINGER

/jmf

1987 03 20

TO: City Clerk
FROM: City Assessor

RE: St. John Ambulance Planning

In response to the outline as presented, particularly item #5 on page 3, re: "City Assistance" we would comment as follows:

A. Long Term:

City Grant Funding - No comment.

Waiver of taxes - Upon review of the Municipal Taxation Act it is reasonable to assume that the St. John Ambulance organization may fall to Section 25(1)(b)(i). This Section reads as follows:

"The following property is exempt from assessment unless a municipality, by bylaw, authorized an assessment to be made with respect to any or all of the under mentioned properties:

(b) land not exceeding five acres that is held by a non-profit organization and that

(i) forms the site of any improvements used chiefly for community purposes,"

A Land Grant - No comment.


Donation of a Building - No comment.

B. Interim

City Grant Funding - No comment.

Waiver of Taxes - Same as in "A" above.

Information on Available Property - We would be pleased to provide information if a request is made indicating size desired and location desired.


Al Knight, A.M.A.A.

AK/bt

File: CS-739

MEMORANDUM

DATE: March 23, 1987

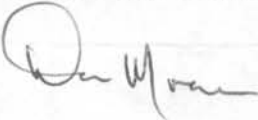
TO: Charlie Sevcik
City Clerk

FROM: Don Moore, Director
Community Services Division

RE: ST. JOHN AMBULANCE PLANNING

St. John Ambulance is a valued community service organization, and has, in the past, been given support in various forms from The City of Red Deer. However, it is difficult to comment on their proposal because the request for support in various forms is not very explicit. There may be merit in recommending to City Council that the matter be referred to the Family & Community Support Services Board for detailed study and review and the preparation of appropriate recommendations.

The general tenure of their proposal is not unlike that which might be presented by many other community service organizations, and in my view, there would be merit at this time in developing a Council Policy Statement with respect to the nature and level of support which all community service organizations might expect.



Don Moore

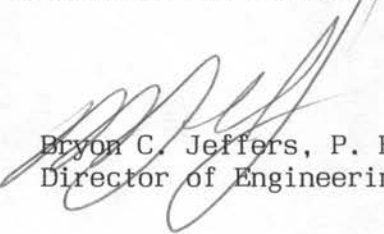
/dmg

c. Rick Assinger

March 26, 1987

TO: City Clerk
FROM: Director of Engineering Services
RE: ST. JOHN AMBULANCE

The Engineering Department is well aware of and very supportive of the services offered by St. John Ambulance. The correspondence is not specific with respect to what type of assistance may be required from Engineering so we are unable to comment specifically at this time.



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

BCJ/emg

DATE: 1987 03 20
TO: CITY CLERK
FROM: DIRECTOR OF FINANCE
RE: ST. JOHN'S AMBULANCE PLANNING

In previous years City Council has provided a grant to St. John's Ambulance. For 1986 a grant of \$6,000 was approved. In 1987 no grant application was submitted.

St. John's Ambulance now appears to be requesting City assistance in a number of possible ways. There is no specific request submitted, however, just generalities.

Before City Council commit themselves to any specific action, it is recommended the City Administration meet with the St. John's Ambulance to identify specific ways in which the City could provide assistance. Possibly the F.C.S.S. department could coordinate this work.

It is recognized that St. John's Ambulance provides a very worthwhile community service but so do many organizations in the City. It is very difficult to make commitments to any organization without knowing what the specific commitment is and the cost implications.



A. Wilcock, B. Comm., C.A.
Director of Finance

AW:mrk

Commissioner's Comments

The St. John's Ambulance have requested that they be given the opportunity to outline their future goals. They have indicated that they may be seeking future City support but have no concrete proposal at this time. As suggested in the administrative comments, they should follow up this aspect with the City departments and at some future date a definite proposal may come for Council's consideration.

"R. J. McGHEE"
Mayor

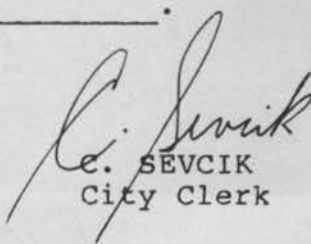
DATE March 19, 1987

TO: ☒ DIRECTOR OF COMMUNITY SERVICES
☒ DIRECTOR OF ENGINEERING SERVICES
☒ DIRECTOR OF FINANCE
☐ BYLAWS & INSPECTIONS MANAGER
☒ CITY ASSESSOR
☒ ECONOMIC DEVELOPMENT MANAGER
☐ E. L. & P. MANAGER
☒ F.C.S.S. MANAGER
☐ FIRE CHIEF
☐ PARKS MANAGER
☐ PERSONNEL MANAGER
☐ R.C.M.P. INSPECTOR
☐ RECREATION MANAGER
☐ TRANSIT MANAGER
☐ URBAN PLANNING SECTION MANAGER
☐ _____

FROM: CITY CLERK

RE: ST. JOHN AMBULANCE PLANNING

Please submit comments on the attached to this office by March 30
for the Council Agenda of April 6, 1987.


C. SEVCIK
City Clerk

DATE March 19, 1987

TO: ☒ DIRECTOR OF COMMUNITY SERVICES
☒ DIRECTOR OF ENGINEERING SERVICES
☒ DIRECTOR OF FINANCE
☐ BYLAWS & INSPECTIONS MANAGER
☒ CITY ASSESSOR
☒ ECONOMIC DEVELOPMENT MANAGER
☐ E. L. & P. MANAGER
☒ F.C.S.S. MANAGER
☐ FIRE CHIEF
☐ PARKS MANAGER
☐ PERSONNEL MANAGER
☐ R.C.M.P. INSPECTOR
☐ RECREATION MANAGER
☐ TRANSIT MANAGER
☐ URBAN PLANNING SECTION MANAGER
☐ _____

FROM: CITY CLERK

RE: ST. JOHN AMBULANCE PLANNING

Please submit comments on the attached to this office by March 30
for the Council Agenda of April 6, 1987.

No Comments
[Signature]

[Signature]
C. SEVCIK
City Clerk

THE CITY OF RED DEER



OFFICE of CITY CLERK
342-8132

P. O. BOX 5008
RED DEER, ALBERTA
T4N 3T4
March 18, 1987

ST. JOHN AMBULANCE,
Central Alberta Branch,
Montfort Community Service Center,
5210 - 61 Street,
RED DEER, Alberta
T4N 6N8

Attn: T.C. Pickett, Area Manager

Dear Sir:

This is to confirm our telephone conversation of March 17, 1987 with regard to your presentation to City Council.

We will withhold presenting your letter of March 3, 1987 to City Council pending receipt of your presentation in writing with whatever supporting plans you might have, in order that said material may appear on the agenda. As indicated over the phone the deadline for the April 6th agenda is Wednesday, March 25, 1987, 4:30 P.M.

Trusting you will find this satisfactory however if you have any further questions please do not hesitate to contact the undersigned.

Sincerely,


C. SEVCIK,
City Clerk

CS/gr

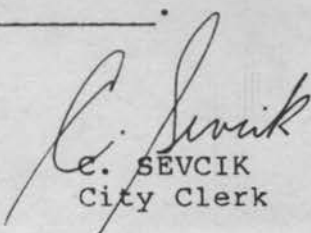
DATE March 6, 1987

TO: ☐ DIRECTOR OF COMMUNITY SERVICES
☐ DIRECTOR OF ENGINEERING SERVICES
☐ DIRECTOR OF FINANCE
☐ BYLAWS & INSPECTIONS MANAGER
☐ CITY ASSESSOR
☐ ECONOMIC DEVELOPMENT MANAGER
☐ E. L. & P. MANAGER
☒ F.C.S.S. MANAGER
☐ FIRE CHIEF
☐ PARKS MANAGER
☐ PERSONNEL MANAGER
☐ R.C.M.P. INSPECTOR
☐ RECREATION MANAGER
☐ TRANSIT MANAGER
☐ URBAN PLANNING SECTION MANAGER
☐ _____

FROM: CITY CLERK

RE: Attached Letter from St. John Ambulance

Please submit comments on the attached to this office by March 16
for the Council Agenda of March 23, 1987.


C. SEVCIK
City Clerk

THE CITY OF RED DEER



OFFICE of CITY CLERK
342-8132

P.O. BOX 5008
RED DEER, ALBERTA
T4N 3T4

March 6, 1987

ST. JOHN AMBULANCE,
Central Alberta Branch,
Montfort Community Service Centre,
5210 - 61 Street,
RED DEER, Alberta
T4N 6N8

Attn: T.C. Pickett, Area Manager

Dear Mr. Pickett:

Long Term Building Program

RE: MONTFORT COMMUNITY SERVICES CENTRE

We acknowledge with thanks your letter of March 3, 1987 requesting permission to address City Council with respect to the above captioned.

This item will appear on the March 23, 1987 Council agenda and as requested, your office will be contacted prior to that date to inform you of the time your representative will be appearing before Council.

Trusting you will find this satisfactory, I remain

Yours sincerely,

C. Sevcik
C. SEVCIK,
City Clerk

/gr

DATE: March 11, 1987
TO: City Clerk
FROM: F.C.S.S. Manager
RE: CORRESPONDENCE FROM ST. JOHN AMBULANCE

CS-FCSS-650

6

Sandra
Please this report
in backup file
Rick has given
us a revised
report which
I've inserted
in place

As I understand it, representatives from St. John Ambulance would like to bring to Council's attention some of their plans for housing their organization after Montfort Community Services Centre closes. Council members will recall that the old Montfort School has been used for the past five years to house a number of organizations including St. John Ambulance. The Catholic School Board has indicated that they will need the facility for their own purposes by June of 1988 and therefore we have been pursuing other alternatives for the organizations currently located at Montfort.

In the Fall of 1986 we asked all of the organizations at Montfort to indicate their long-term plans to remain part of a community services concept. St. John Ambulance indicated to us, at that time, that they had plans to pursue an arrangement on their own. As a result, our planning to date has not included the St. John Ambulance organization. Therefore, we are looking at a slightly smaller facility than Montfort School.

St. John Ambulance has been an excellent tenant at Montfort and we can understand their desire to find a location on their own. We would certainly encourage Council to support them in their initiatives in the same way as we would encourage any other valued community service.

R. Assinger

RICK ASSINGER

/jmf

- c. Cam Pickett, Area Manager, St. John Ambulance
D. Moore, Director of Community Services

per revised
Comments

Submitted to City Council

Date: April 6/87

ST. JOHN AMBULANCE PLAN FOR 1986-88

The St. John Ambulance Plan 1986-88 is based, as were its predecessors, on the National Strategy Study conducted in 1977 and 1978. The Plan was discussed at the January 1986 meeting of the Presidents' Committee and it was agreed that certain modifications would be made.

One of the more important aspects of the review of the Plan has been the confirmation of the "Objective", the "Goals" and the transfer of "Priorities" from the National Plan to the Provincial level. Except for these modifications, the plan remains essentially unchanged from that developed by the Strategy Study.

1. Objective of the St. John Ambulance in Canada

The approved objective of the St. John Ambulance in Canada is:

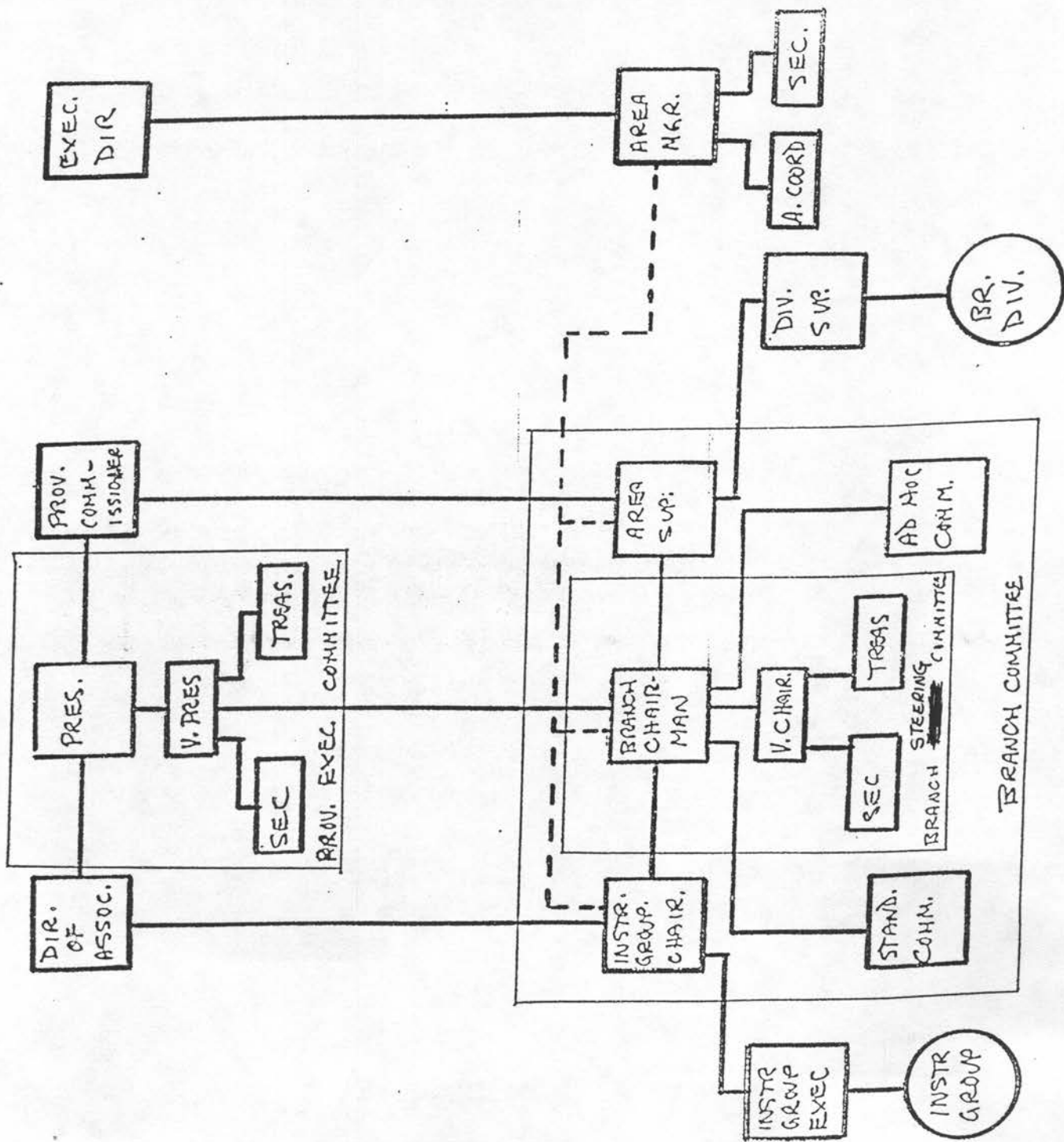
"To alleviate suffering and save lives by provision of the highest quality programmes of training in safety-oriented first aid, home care and preventive health care, and related services, to all people in Canada that will contribute to their safety, health and well-being."

2. Goals

- a. To ensure that St. John Ambulance remains at the forefront in the provision of first aid and health care training through the development of new and improved programmes and the continuous examination of such programmes for effectiveness and validity.
- b. To continually expand the training and services offered by St. John Ambulance, by a constant examination of the needs of the country.
- c. To ensure that St. John is recognized across Canada as the leader in the delivery of the training programmes that it offers and the provision of related services to all people in Canada.
- d. To ensure that St. John is always economically stable and financial self sufficient.

3. Policy

The policy of St. John Ambulance is the responsibility of Priory Council. The National Headquarters is the focal point and is responsible for the implementation of the policies established by Priory Council.



BRANCH

1987	Project 1992	Project 2000
1. 5 year plan - goals and directions	Operational and Active	
2. Recruiting and Orientation Program	Operational and Active	
a) Brigades		
b) Instructor Group Exec.		
c) Branch		
3. Evaluation/Review System	Operational and Active	
a) Application Forms		
b) Job Descriptions		
c) Operations Manual		
4. New Home	Acquisition of land/ down payment	Own Land and Building free and clear
a) Proposal to City of intention		
b) Solicitation of Service groups		
5. Public Relations and Marketing		
a) New slide presentation for United Way	Our own slide presentation for use locally	
b) Volunteer of the Month		
c) Regular release of Public notices	Centennial Celebration	
6. Awards Criteria Manual		
7. St. John Week	Yearly event format Centennial	
8. Increase Membership 10%/year minimum 10 - 12 members	15 members	20 members

FINANCIAL

1987

Project 1992

Project 2000

1. Develop 5 year Plan
and 2 year Budget

Operational and Established

Year 1 operating
Year 2 - 4 reviewed/revised
Year 5 introduced/planned

2. Financial Self-sufficiency
plan begun

From United Way

From all sources other
than self generated and
donations.

3. Trust Fund (operating)

Reserve of 1 Year
accumulated

Investments

4. Capital Reserve Fund

Reserve of 1-2 Years
accumulated

Investments generating
income.

5. Building Fund

Financially ready to
undertake

Own new Home Free and
clear title.

BRIGADE AND INSTRUCTOR GROUP

Challenge 1987

Project 1992

Project 2000

Brigade

- | | | |
|--|--|-------------|
| 1. Celebrate Centennial of Brig.
in the Commonwealth | Centennial Celebration of Brig.
in Canada | |
| 2. Developement of Training
Program | Fully Operational | |
| 3. Increase Membership by
10%/yr. minimum.
ie. 552 Division 35 members | 50 members | 150 members |
| 4. Cadet Division
Groundwork | Active with 20 members | 50 members |

Instructor Group

- | | | |
|--|---|-------------|
| 1. Get Executive Active and
Independent | Self Administring - scheduling
- manning | |
| 2. Activate Monitoring Committee | Self perpetuating | |
| 3. Increase membership by
10% minimum
90 members | 130 members | 300 members |
| 4. Involved in Competitions | Teams | Hosting |

THE CITY OF RED DEER



OFFICE of CITY CLERK
342-8132

April 8, 1987

P. O. BOX 5008

RED DEER, ALBERTA
T4N 3T4

St. John Ambulance
Central Alberta Branch
Montfort Community Service Centre
5210 - 61 Street
Red Deer, Alberta
T4N 6N8

Attention: Mr. T.C. Pickett, Area Manager

Dear Sir:

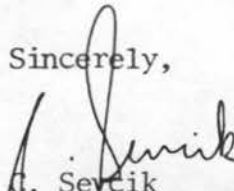
I would advise that your correspondence of March 3 and March 18 and outline of long term building program were presented to Council Monday, April 6, 1987. Ms. Linda Schmidt, Branch Chairman, was present at the above noted meeting to elaborate on the objectives and goals of the St. John Ambulance and in this regard distributed further information to members of Council.

For your further information, I am enclosing herewith administrative comment which appeared on the Council agenda of April 6 (pages 129-133). As noted, most of the comments are positive, however as no concrete proposal was submitted, there was no decision made by Council at this meeting.

No doubt, you will want to meet with various administration to discuss specific ways in which the City could provide assistance. In this regard, we would suggest that you contact Mr. R. Assinger, F.C.S.S. Manager, to co-ordinate this aspect. No commitment, however, is being made on behalf of Council at this time, as a further definite proposal would have to be presented to Council at some future date for their consideration.

Trusting you will find this satisfactory and with very best wishes.

Sincerely,


G. Sevcik
City Clerk

CS/ds
Encl.

c.c. Dir. of Finance
Dir. of Engineering Services
Dir. of Community Services
F.C.S.S. Manager

City Assessor
Econ. Dev. Mgr.
Bylaws & Inspections Mgr.
Urban Planning Section Mgr.



MAJESTIC
PROPERTIES
LIMITED

NO. 2

March 23, 1987

City of Red Deer
P. O. Box 5008
Red Deer, Alberta
T4N 3T4

Attention: Mr. C. Sevcik

Dear Mr. Sevcik:

RE: Rezoning Application
5406 - 43 Street, Red Deer, Alberta
Lot 1B, Block 9, Plan 772-2940
.63 acres (27,442 square feet)

Majestic Properties Limited hereby makes application for rezoning of the above captioned property from I1 to C3, to permit the construction of a small local commercial facility which will cater to the day-to-day and convenience needs of people working in the surrounding industrial area.

The project consists of a gas bar which will be operated from a 2,710 square foot convenience store, with an additional 2,672 square feet of leasable space, for a total of 5,382 square feet.

We would appreciate your positive consideration of this application.

Yours truly,

MAJESTIC PROPERTIES LIMITED

Gerald W. Granlund
President

/c

THE CITY OF RED DEER
CLERK'S DEPARTMENT

RECEIVED	
TIME	11:45 am
DATE	March 24 /87
BY	C. Sevcik

March 30, 1987

TO: City Clerk

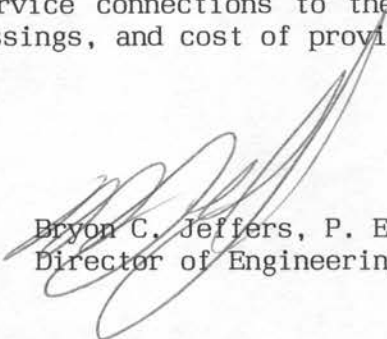
FROM: Director of Engineering Services

RE: REZONING APPLICATION - 5406-43 STREET
LOT 1B, BLOCK 9, PLAN 772-2940

The Engineering Department has no objections to the rezoning request.

It should be noted that in the design of the Major Continuous Corridor Project, 54 Avenue is proposed to be closed with a cul-de-sac turnaround south of 43 Street/54 Avenue intersection. The design also calls for upgrading 43 Street to a four lane standard with a linkage across the present CPR railway line.

The Developers will be responsible for the cost of service kills to the existing building, new service connections to the new building, cost of removing old driveway crossings, and cost of providing new driveways if applicable.



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

FLL/emg
cc - By-Laws and Inspections Manager
cc - City Assessor
cc - Economic Development Officer
cc - E.L. & P. Manager
cc - Urban Planning Section Manager



RED DEER REGIONAL PLANNING COMMISSION

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

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

Telephone: (403) 343-3394

March 27, 1987

Mr. C. Sevcik
City Clerk
City of Red Deer
Red Deer, Alberta
T4N 3T4

Dear Sir:

Re: Redesignation Application - 5406 - 43 Street

The City has received a request from Majestic Properties Ltd. to redesignate Lot 1B, Block 9, Plan 772 - 2940 from I1 to C3 to accommodate a convenience commercial development, which would include a gas bar and convenience store and additional leaseable space.

The Land Use By-law states that the purpose of the C3 District is to provide for a small localized commercial facility within residential or industrial areas. At this time there are a number of gas outlets within this C.P.R. Industrial Area, but there are no convenience stores or other convenience facilities. With over 700 employees in this industrial area, this proposal could meet a need for such a facility and would comply with the intent of the By-law. As well the size of the proposal (500 m^2 or $5,382 \text{ ft}^2$) meets the By-law requirement.

The Urban Planning Section has no objection to this proposal but does have a concern with regard to possible future road changes and the impact that such changes may have on the development. The site is located on 54 Avenue which is presently a high volume traffic arterial. In the future, however, traffic volumes could decrease considerably if the proposed Major Continuous Corridor follows the alignment of the railway mainline. This could impact on the future viability of the proposal.

While the Urban Planning Section has no objection to the requested redesignation, it is recommended that the applicant be made fully aware of proposed future road changes so that the City will not be held responsible for any future impact of such changes on the development.

Yours truly,

VERNON PARKER
ASSOCIATE PLANNER
URBAN PLANNING SECTION

/mc

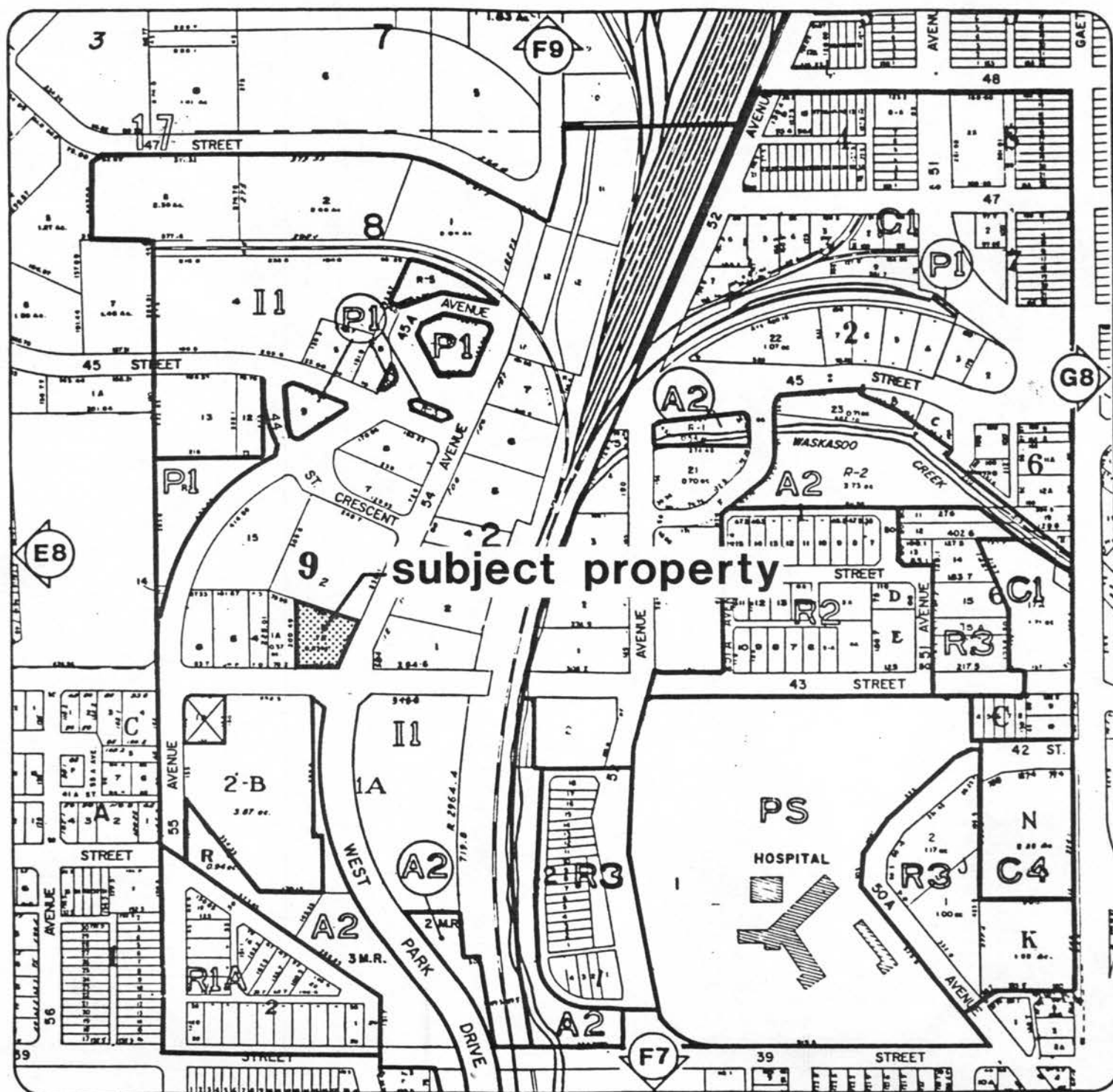
MUNICIPALITIES WITHIN COMMISSION AREA

CITY OF RED DEER—TOWN OF BLACKFALDS—TOWN OF BOWDEN—TOWN OF CARSTAIRS—TOWN OF CASTOR—TOWN OF CORONATION—TOWN OF DIDSBURY—TOWN OF ECKVILLE—TOWN OF INNISFAIL—TOWN OF LACOMBE—TOWN OF OLDS—TOWN OF PENHOLD—TOWN OF ROCKY MOUNTAIN HOUSE—TOWN OF STETTLER—TOWN OF SUNDRE—TOWN OF SYLVAN LAKE—VILLAGE OF ALIX—VILLAGE OF BENTLEY—VILLAGE OF BIG VALLEY—VILLAGE OF BOTHA—VILLAGE OF CAROLINE—VILLAGE OF CLIVE—VILLAGE OF CREMONA—VILLAGE OF DELBURN—VILLAGE OF DONALD—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 NORGLINWOLD—SUMMER VILLAGE OF ROCHON SANDS—SUMMER VILLAGE OF WHITE SANDS—SUMMER VILLAGE OF JARVIS BAY—COUNTY OF LACOMBE No. 14—COUNTY OF MOUNTAIN VIEW No. 17—COUNTY OF PAINTERTON No. 18—COUNTY OF RED DEER No. 23—COUNTY OF STETTLER No. 6—MUNICIPAL DISTRICT OF CLEARWATER No. 99

City of Red Deer --- Land Use Bylaw

Land Use Districts

137.
F8



Revisions :

2672/D-80 (15/9/80)
2672/E-83 (13/6/83)
2672/F-84 (30/4/84)

M E M O

TO: Mr. C. Sevcik
City Clerks

DATE: 30 03 1987

FROM: Daryle Scheelar
E. L. & P.

Re: Rezoning Application
Lot 1B, Block 9, Plan 772 2940

E. L. & P. have no objections to this proposed development.

Owner/Contractor is requested to submit a final site plan and electrical requirements.

E. L. & P. poles and streetlighting appear to be free of conflict. However, if any conflicts arise in the final design, relocation costs are to be paid by owner/contractor.

If you have any questions or comments, please advise.

Daryle Scheelar

Daryle Scheelar,
Distribution Engineer

DP/jjd

THE CITY OF RED DEER
CLERK'S DEPARTMENT

RECEIVED	
TIME	2:00 pm
DATE	March 30/87
BY	<i>sf</i>

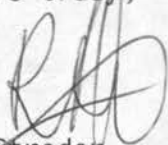
TO: City Clerk
FROM: Bylaws and Inspections Manager
DATE: March 31, 1987
RE: 5406 - 43 STREET

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

The site in question is presently zoned I1, and the applicant is requesting a change in the zoning to C3 in order to accommodate a convenience store and gas bar. The plans submitted with this application generally conform to the City Land Use Bylaw, with the exception of the yards that are provided; there appears to be more than adequate parking and landscaping. The various uses, site arrangement, and finish of the building are all subject to the approval of the Municipal Planning Commission.

Subject to the applicant being made aware that approval from the Municipal Planning Commission is required in order to obtain a Development Permit, we would have no objections to the rezoning of this site.

Yours truly,



R. Strader
Bylaws and Inspections Manager
BUILDING INSPECTION DEPARTMENT

RS/ljs

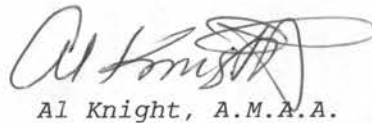
1987 03 26

TO: City Clerk

FROM: City Assessor

RE: Rezoning Application - 5406 - 43 Street

In reply to your memo of March 25, 1987, regarding the above, please be advised that we have no objection to the proposal, subject to comments from other Departments.



Al Knight, A.M.A.A.

/bt

Commissioner's Comments

We would recommend Council approve the application in principle, subject to the comments as outlined in the reports from the administration. If Council agrees, a Land Use Bylaw would be prepared for Council's consideration in accordance with the requirements of The Planning Act.

"R. J. McGHEE"
Mayor

THE CITY OF RED DEER



OFFICE of CITY CLERK
342-8132

March 25, 1987

P. O. BOX 5008
RED DEER, ALBERTA
T4N 3T4

Majestic Properties Limited
4902 - 53 Street
Red Deer, Alberta
T4N 2E9

Attention: Gerald W. Granlund

Dear Sir:

Re: Rezoning Application/5406 - 43 Street
Lot 1B, Blk. 9, Plan 772-2940

We have received your letter of March 23, 1987, requesting rezoning of the above noted property, and would advise that this matter will be presented to Red Deer City Council at their meeting on April 6, 1987.

We will be calling you prior to the meeting to advise the time this item will be considered in the event you wish to be present at the Council meeting.

Trusting this is satisfactory.

Yours truly,

C. Sevcik
C. Sevcik
City Clerk

TO _____

DATE 87/03/24

1. Please obtain comments from the following:

- ☐ Director of Community Services
- ☒ Director of Engineering Services ✓
- ☐ Director of Finance
- ☒ Bylaws & Inspections Manager ✓
- ☒ City Assessor
- ☒ Economic Development Manager
- ☒ E. L. & P. Manager ✓
- ☐ F.C.S.S. Manager
- ☐ Fire Chief
- ☐ Parks Manager
- ☐ Personnel Manager
- ☐ R.C.M.P. Inspector
- ☐ Recreation Manager
- ☐ Transit Manager
- ☒ Urban Planning Section Manager ✓
- ☐ _____

2. Comments are required by March 30
for the Council Agenda of April 6

3. Acknowledge receipt of correspondence and advise that this office will be calling at a later date to discuss the time, if they wish to be present at the Council meeting.

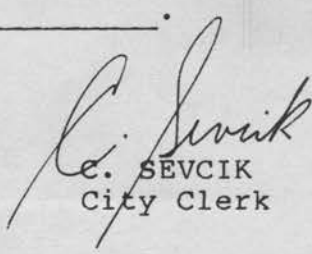
DATE March 25, 1987

TO: ☐ DIRECTOR OF COMMUNITY SERVICES
☒ DIRECTOR OF ENGINEERING SERVICES
☐ DIRECTOR OF FINANCE
☒ BYLAWS & INSPECTIONS MANAGER
☒ CITY ASSESSOR
☒ ECONOMIC DEVELOPMENT MANAGER
☒ E. L. & P. MANAGER
☐ F.C.S.S. MANAGER
☐ FIRE CHIEF
☐ PARKS MANAGER
☐ PERSONNEL MANAGER
☐ R.C.M.P. INSPECTOR
☐ RECREATION MANAGER
☐ TRANSIT MANAGER
☒ URBAN PLANNING SECTION MANAGER
☐ _____

FROM: CITY CLERK

RE: Rezoning application/5406 - 43 St.

Please submit comments on the attached to this office by March 30/87
for the Council Agenda of April 6, 1987.

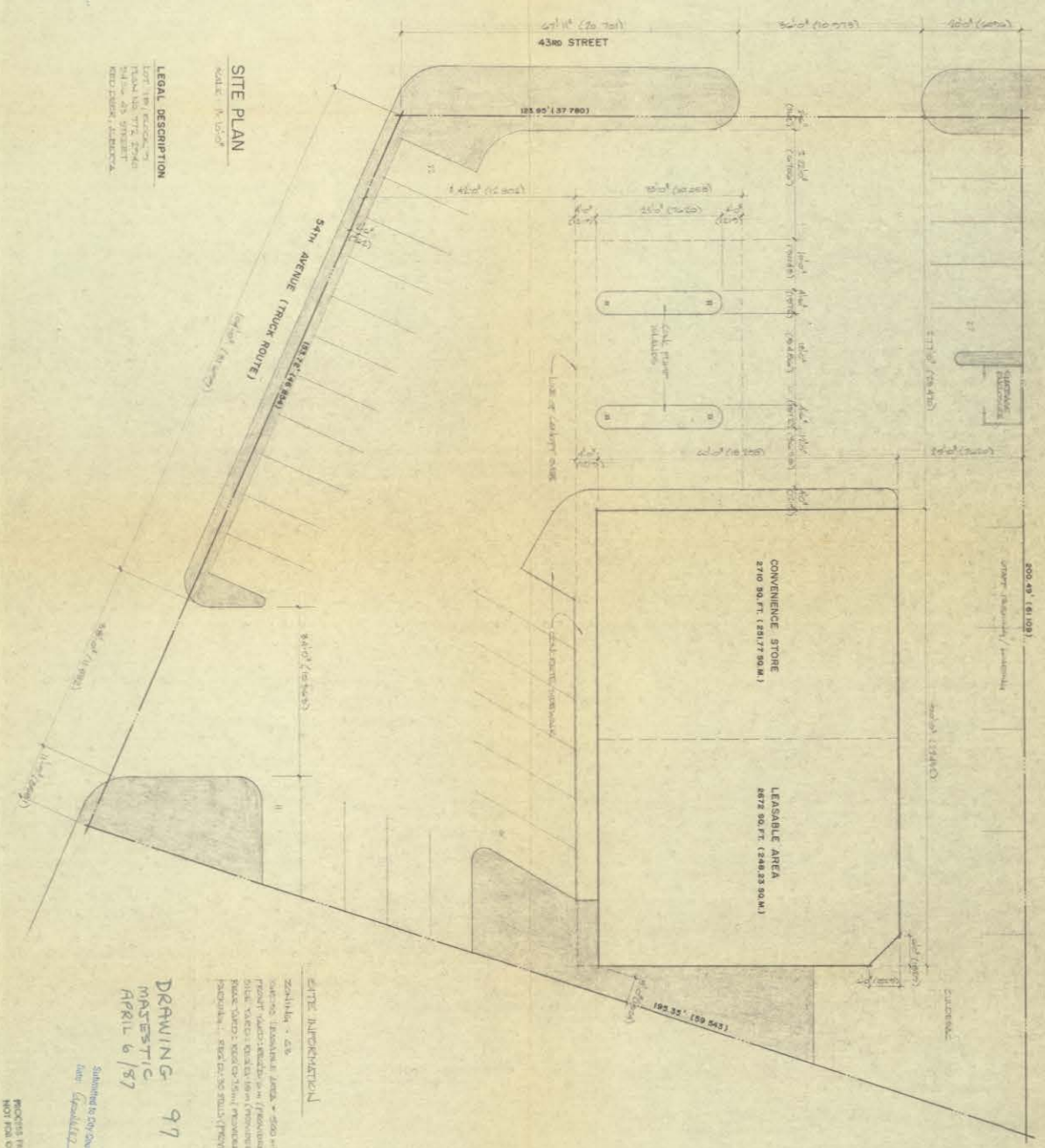

E. SEVCIK
City Clerk

BEARDEN ENGINEERING

ALL DRAWINGS ARE TO BE MADE, NOT RECALCULATED. THE USER OF THIS DRAWING IS RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED HEREIN.

LEGAL DESCRIPTION
 LOT 10, SECTION 10, T10S, R10W, S10E, REG. 100, DIST. OF ALBERTA, S.W. 1/4, S10E, T10S, R10W, S10E, REG. 100, DIST. OF ALBERTA.

SITE PLAN
 SCALE: 1" = 100'



DRAWING 97
MASTIC
 APRIL 6/87

SITE INFORMATION
 ZONING: C-2
 SUBJECT: PROPOSED GAS BAR, CONVENIENCE STORE AND STRIP MALL
 PREPARED BY: BEARDEN ENGINEERING CONSULTANTS LTD.
 DATE: APRIL 6, 1987
 PROJECT NO.: 87-014

JOB NO. 87-014	PROJECT PROPOSED GAS BAR, CONVENIENCE STORE AND STRIP MALL RED DEER, ALBERTA	Bearden Engineering Consultants Ltd. Reg. Dist. No. 100	THE ASSOCIATION OF PROFESSIONAL ENGINEERS, GEOMETRISTS AND SURVEYORS OF ALBERTA PERMIT NO. P2427 BEARDEN ENGINEERING CONSULTANTS LTD.	DRAWN BY M. Zett	SCALE 1" = 100'	CHECKED BY M. Zett	DATE APRIL 6, 1987
				NO. REVISION 1			

DATE March 25, 1987

TO: ☐ DIRECTOR OF COMMUNITY SERVICES
☒ DIRECTOR OF ENGINEERING SERVICES
☐ DIRECTOR OF FINANCE
☒ BYLAWS & INSPECTIONS MANAGER
☒ CITY ASSESSOR
☒ ECONOMIC DEVELOPMENT MANAGER
☒ E. L. & P. MANAGER
☐ F.C.S.S. MANAGER
☐ FIRE CHIEF
☐ PARKS MANAGER
☐ PERSONNEL MANAGER
☐ R.C.M.P. INSPECTOR
☐ RECREATION MANAGER
☐ TRANSIT MANAGER
☒ URBAN PLANNING SECTION MANAGER
☐

FROM: CITY CLERK

RE: Rezoning application/5406 - 43 St.

Please submit comments on the attached to this office by March 30/87
for the Council Agenda of April 6, 1987.

Note: The Plans may be viewed in the City Clerk's Office.

C. Sevcik
C. SEVCIK
City Clerk



MAJESTIC
PROPERTIES
LIMITED

March 23, 1987

City of Red Deer
P. O. Box 5008
Red Deer, Alberta
T4N 3T4

Attention: Mr. C. Sevcik

Dear Mr. Sevcik:

RE: Rezoning Application
5406 - 43 Street, Red Deer, Alberta
Lot 1B, Block 9, Plan 772-2940
.63 acres (27,442 square feet)

Majestic Properties Limited hereby makes application for rezoning of the above captioned property from I1 to C3, to permit the construction of a small local commercial facility which will cater to the day-to-day and convenience needs of people working in the surrounding industrial area.

The project consists of a gas bar which will be operated from a 2,710 square foot convenience store, with an additional 2,672 square feet of leasable space, for a total of 5,382 square feet.

We would appreciate your positive consideration of this application.

Yours truly,

MAJESTIC PROPERTIES LIMITED

Gerald W. Granlund

Gerald W. Granlund
President

/c

THE CITY OF RED DEER
CLERK'S DEPARTMENT

RECEIVED	
TIME	11:45 am
DATE	March 24 /87
BY	<i>C. Sevcik</i>

THE CITY OF RED DEER



OFFICE of CITY CLERK
342-8132

P. O. BOX 5008

RED DEER, ALBERTA

T4N 3T4

April 8, 1987

Majestic Properties Ltd.
4902 - 53 Street
Red Deer, Alberta
T4N 2E9

Attention: Mr. Gerald W. Granlund, President

Dear Sir:

RE: Rezoning Application/5406 - 43 Street/Lot 1B, Blk. 9, Plan 772-2940
Land Use Bylaw Amendment 2672/J-87

Your application dated March 23, 1987, concerning the above topic was presented to Council April 6, at which meeting Council passed the following motion.

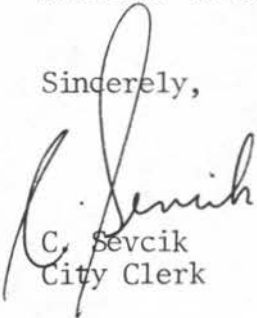
"RESOLVED that Council of the City of Red Deer, having considered application from Majestic Properties Ltd. to redesignate Lot 1B, Block 9, Plan 772-2940 (5406 - 43 Street) from I-1 to C-3 hereby approve said application in principle subject to the comments of the Administration as outlined to Council April 6, 1987."

In addition, Council gave first reading to Land Use Bylaw Amendment 2672/J-87, which if passed would redesignate the above noted site from I.1 to C.3 designation. Enclosed herewith is a copy of the bylaw, in question. Also enclosed herewith are the comments from the Administration regarding your application (pages 135-139 as printed in the Council Agenda). Your attention is specifically drawn to the comments of the Director of Engineering Services concerning the design of the Major Continuous Corridor Project.

This office will now proceed with advertising for a public hearing to be held on Monday, May 4, 1987, commencing at 7:00 p.m. or as soon thereafter as Council may determine. In accordance with the Land Use Bylaw of the City of Red Deer, you are required to make a \$200.00 deposit to cover the cost of advertising. Once this office is in receipt of the actual costs of advertising, you will be either invoiced for or refunded the balance.

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,

A handwritten signature in cursive script, appearing to read "C. Sevcik".

C. Sevcik
City Clerk

Encl.

c.c. Dir. of Engineering Services
City Assessor
Bylaws and Inspections Mgr.
E.L. & P. Mgr.
Fire Chief
Econ. Dev. Mgr.
Council & Committee Secy., Wilma

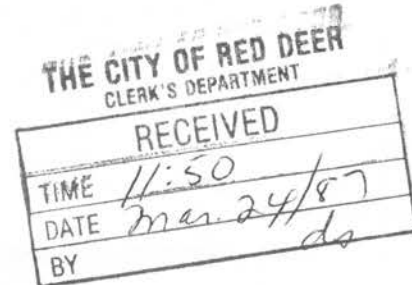
DEXLEIGH

Dexleigh Corporation, 150 Consumers Road, Suite 301, Willowdale, Ontario M2J 1P9 416-499-0032

DELIVERED VIA COURIER

March 23, 1987

Mayor and Members of Council
City of Red Deer
City Hall
Ross St. and 49th Avenue
Red Deer, Alberta



Dear Sir/Madam:

Re: Proposed Roadway Changes, Gaetz Avenue and
67th Street intersection


We lease the premises known as Bonanza Steakhouse,
6701 Gaetz Avenue, Red Deer, Alberta.

We operated the former Ponderosa Steakhouse at this
location and presently sublease the premises to Kerry
Vaughan (the operator of Bonanza).

The proposed roadway changes as shown on a sketch
(Functional Design Study Gaetz Avenue and 67th
Street intersection) prepared by DeLeuw Cather Western
Ltd. will have a grave impact on both the tenant and
ourselves.

In addition to the revenue that we receive from subleasing
the land and building, the sublease also provides for the
tenant to pay percentage rent. As a result of the proposed
changes the viability of the ongoing business is highly
questionable and will form part of our Claim for Damages.

Yours truly,


A.G. Edwards
Vice President
Real Estate

AGE/ser

cc. John J. Toole
P.J. Toole & Cote
Kerry Vaughan
Bonanza

March 30, 1987

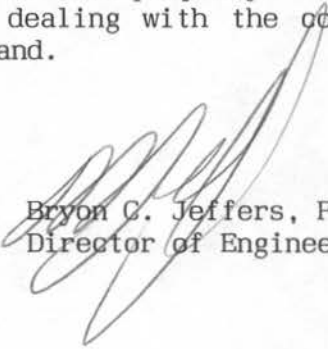
TO: City Clerk

FROM: Director of Engineering Services

RE: PROPOSED ROADWAY CHANGES - GAETZ AVENUE AND 67 STREET INTERSECTION
DEXLEIGH CORPORATION

We had discussed the initial preliminary design with Mr. Edwards of the Dexleigh Corporation regarding the impact on the Bonanza Restaurant site with respect to roadway upgrading.

We believe that the major concerns of Dexleigh will be alleviated with the revised design. The revised design requires the acquisition of a 1 m strip on the south side of this property. During the negotiations for this land, we will be dealing with the concerns of all the parties with an interest in this land.



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

GAS/emg
cc - City Solicitor

Commissioner's Comments

The attached is submitted for Council's information only.

"R. J. McGHEE"
Mayor

MEMORANDUM

April 8, 1987

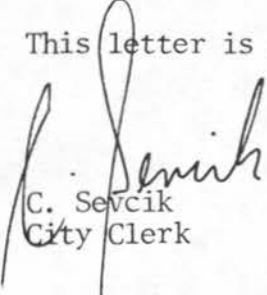
TO: Director of Engineering Services

FROM: City Clerk

RE: Dexleigh Correspondence dated March 23, 1987
67 St. & Gaetz Ave. Improvements

Attached herewith is correspondence dated March 23, 1987, from Dexleigh who lease the Bonanza Steakhouse property. They indicate that the changes contemplated at Gaetz Ave. & 67 St. will affect the business and it would appear that they intend to file a claim for damages.

This letter is submitted for your record files.


C. Sevcik
City Clerk

c.c. City Solicitor

TOWN of BLACKFALDS
OFFICE of the MUNICIPAL ADMINISTRATOR
Box 220, Blackfalds, Alberta T0M 0J0
885-4677



March 9, 1987



Mr. Neil Garvin
Deputy Director of Disaster
Services - City of Red Deer
4914 - 48th Avenue
RED DEER, Alberta

Dear Mr. Garvin:

The Town of Blackfalds would like to enter into a Disaster Services Mutual Aid Agreement with the City of Red Deer and the Town of Blackfalds. We feel your support would be very beneficial in a peacetime emergency situation.

Your consideration and reply would be appreciated.

Yours truly,

Councillor Shirley Goertzen
Director Disaster Services

SG/lg

8.1.1.1.
14.1.1.3

THE CITY OF RED DEER



OFFICE OF THE FIRE CHIEF

P. O. BOX 5008

RED DEER, ALBERTA

T4N 3T4

Telephone 346-5511

March 18, 1987

To: City Clerk C. Sevcik

From: Dennis Dubois, Deputy Fire Chief

Re: Town of Blackfalds Mutual Aid Agreement

The City of Red Deer currently has Mutual Aid Agreements with the following communities:

Village of Bowden
Village of Delburne
Town of Eckville
Village of Elnora
Town of Innisfail
Town of Lacombe
Town of Olds
CFB Penhold
Town of Penhold
Town of Ponoka
County of Red Deer
Michener Centre
Town of Sylvan Lake

The Town of Blackfalds was not included to date because they did not have a Fire Pumper. This situation has been rectified and the Red Deer Fire Department would therefore recommend to Council that the City of Red Deer and the Town of Blackfalds enter into the standard peace time Mutual Aid agreement.

Yours truly,

D. A. Dubois,
for the Fire Chief

PEACETIME EMERGENCY MUTUAL AID AGREEMENT

BETWEEN the incorporated municipalities and/or industry listed below:

_____ The City _____ of _____ RED DEER _____

-and-

WHEREAS a peacetime emergency could affect any municipality or industry to such a degree that local municipal or industrial resources would be inadequate to cope with the situation;

AND WHEREAS the above-named municipalities and/or industry wish to make pre-arrangements for speedy emergency action in support of any one municipality which may be affected or threatened by peacetime emergency and require assistance;

THEREFORE, the above-named municipalities agree as follows:

1. Any one of the parties to the Agreement, if and when in need of help to combat a peacetime emergency, may request mutual aid from the other party, subject to the following conditions:
 - a. Any calls for aid shall be made by an elected representative of the municipality concerned, and must be directed to an elected representative of the municipality whose assistance is being sought; except that:
 - (1) Calls for fire fighting equipment may be made by the Fire Chief, his delegate, or an elected representative of the municipality concerned;
 - (2) Calls for Fire aid may be made to the Fire Chief or an elected representative of the municipality whose assistance is being sought;
 - (3) Any actions taken by a Fire Chief shall be reported to an elected representative as soon as possible.
 - b. Requests for mutual aid shall be restricted to municipally-owned

- 2 -

equipment and municipal employees and respective industrially owned equipment and employees.

- c. On receipt of a call for aid -- whether general, or specific as to resources required -- the extent of the assistance given will be at the discretion of the responding municipality or industry, having regard to its own local situation at the time.
- d. Any cost incurred in connection with the mobilization, movement and deployment of mutual aid resources, will be borne by the municipality or industry receiving the aid.
- e. The municipality affected or threatened by the emergency and calling for mutual aid, shall implement its Peacetime Emergency Operations Plan or any part thereof and -- for the duration of emergency operations -- will assume direction and control over equipment and manpower contributed by other parties to this Agreement.

2. This Agreement comes into force on _____, 19____, and shall be reviewed yearly thereafter. At the time of review, changes or additions may be introduced by way of a rider which shall become part of the Agreement upon ratification by all parties.

3. Either party may withdraw from the Agreement by giving 30 days' notice of termination to the other party, after the withdrawal of any party.

EXECUTED on behalf of the participating municipalities or industry by their authorized signing officers:

1. _____ of _____ By-Law No. 2629/79
 Per: _____ Date _____
 Mayor Municipal Secretary

2. _____ of _____ By-Law No. _____
 Per: _____ Date _____
 Mayor Municipal Secretary

Commissioner's Comments

We would recommend that the Town of Blackfalds be included among the communities with which the City has a Mutual Aid Agreement. For Council's information, enclosed herewith is a standard form of Agreement approved pursuant to Bylaw 2629/79.

"R. J. McGHEE"
 Mayor

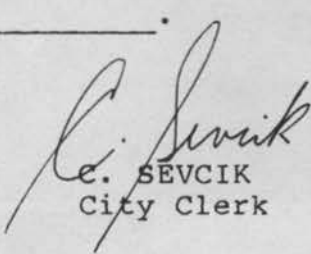
DATE March 16, 1987

TO: ☐ DIRECTOR OF COMMUNITY SERVICES
☐ DIRECTOR OF ENGINEERING SERVICES
☒ DIRECTOR OF FINANCE
☐ BYLAWS & INSPECTIONS MANAGER
☐ CITY ASSESSOR
☐ ECONOMIC DEVELOPMENT MANAGER
☐ E. L. & P. MANAGER
☐ F.C.S.S. MANAGER
☒ FIRE CHIEF
☐ PARKS MANAGER
☐ PERSONNEL MANAGER
☐ R.C.M.P. INSPECTOR
☐ RECREATION MANAGER
☐ TRANSIT MANAGER
☐ URBAN PLANNING SECTION MANAGER
☒ SAFETY & EMERGENCY MEASURES CO-ORDINATOR, N. GARVIN

FROM: CITY CLERK

RE: Disaster Services Agreement/Town of Blackfalds

Please submit comments on the attached to this office by March 30
for the Council Agenda of April 6/87.


C. SEVCIK
City Clerk

THE CITY OF RED DEER



OFFICE of CITY CLERK
342-8132

March 17, 1987

P. O. BOX 5008
RED DEER, ALBERTA
T4N 3T4

Town of Blackfalds
Office of the Municipal Administrator
Box 220
Blackfalds, Alberta
TOM OJO

Attention: Councillor Shirley Goertzen, Dir. Disaster Services

Dear Councillor Goertzen:

We acknowledge receipt of your letter of March 9, 1987, regarding a Disaster Services Mutual Aid Agreement with the City of Red Deer and the Town of Blackfalds.

This matter will be presented to Red Deer City Council at their meeting on April 6, 1987, and we will advise you of their decision on this item following the meeting.

We trust this is satisfactory, and thank you for writing to us in this instance.

Yours truly,

C. Sevcik
City Clerk

/ds

DATE: 1987 03 17
TO: CITY CLERK
FROM: DIRECTOR OF FINANCE
RE: DISASTER SERVICES AGREEMENT/TOWN OF BLACKFALDS

I have no comment subject to what comments the departments directly affected have.

A handwritten signature in cursive script, appearing to read "A. Wilcock".

A. Wilcock, B. Comm., C.A.
Director of Finance

AW:mrk

NO. 13

February 9, 1979.

TO: CITY COUNCIL

FROM: DISASTER SERVICES COMMITTEE

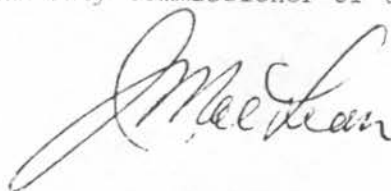
A meeting of the Disaster Services Committee was held on February 7th, 1979 to examine the attached report of the Personnel Officer, and proposed Mutual Aid By-Law and Agreements.

The Disaster Services Committee recommend to City Council:

- 1) Adoption of the proposed By-Law.
- 2) Entering into Mutual Aid Agreements with the County of Red Deer, the Towns of Lacombe, Ponoka, Innisfail, Bowden, Olds and Sylvan Lake and the Villages of Elnora, Delburne and Penhold.

- 3) Approving the following resolution:

"That notwithstanding section 1 (a) 2 of the Agreements the Fire Chief or, in his absence, The Deputy Fire Chief will determine what equipment may be sent out of the City in response to a request made under Mutual Aid Agreements. The Fire Chief or Deputy will, as soon as possible, advise the Mayor or elected representative and the City Commissioner of the action taken."



J. MACLEAN,
Disaster Services Director.

JM/jp
Attach:

February 1, 1979.

TO: DISASTER SERVICES COMMITTEE
FROM: PERSONNEL OFFICER
RE: MUTUAL AID BY-LAW

A meeting of local potential mutual aid participating Municipalities and Industries was convened by W. Ogilvie, Area Director, Alberta Disaster Services, on January 18th at 8:00 p.m. in the Library.

It was agreed at the meeting that a different approach would be made on mutual aid agreements. The enabling by-law would make provision for mutual aid agreements with Industry and mutual aid agreements would be on a one to one basis not a collective agreement as used previously. This would provide greater flexibility in both entering into and withdrawing from such agreements.

These agreements provide for mutual assistance in the event of emergency or disaster. The services requested are paid for by the Municipality or Industry receiving the services. The agreements make special provisions for fire fighting. It should be noted that this does not infringe on the agreement between the City and County for an extension of our normal Fire Fighting service to cover some areas of the County in the vicinity of the City. The Fire Chief has expressed some concern about clause 1.a.(2) of the agreement because there is a need for an assessment of the City's equipment serviceability and the potential of hazard to the City before equipment is dispatched. This is usually information available only to the Fire Chief and Deputies. The Council of the City of Red Deer by resolution placed sole responsibility for dispatching men and equipment on the Fire Chief and he recommends that this should not be changed. Therefore any elected Official receiving a mutual Fire Aid request would direct response through the Fire Chief or his Deputies when acting for him.

I recommend that the Disaster Services Committee review the by-law and attached sample agreement and if satisfied, submit to Council for approval.

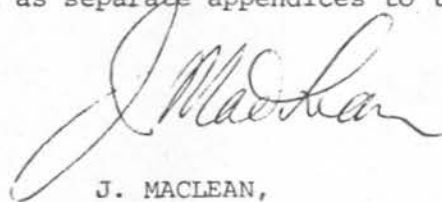
The following Municipalities have requested mutual aid agreements with the City. The approval of City Council is required to enter into each agreement.

MEMO TO DISASTER SERVICES
COMMITTEE

_ 2 -

- a) ✓ The County of Red Deer ✓
- b) ✓ The Town of Lacombe
- c) The Town of Ponoka
- d) ✓ The Town of Innisfail ✓
- e) ✓ The Town of Bowden ✓
- f) ✓ The Village of Penhold
- g) ✓ The Town of Sylvan Lake
- h) ✓ The Village of Elnora ✓
- i) ✓ The Village of Delburne ✓
- j) ✓ The Town of Olds

✓
These should be listed as separate appendices to the by-law. *in knill ✓*



J. MACLEAN,
Personnel Officer.

JM/jp

BY-LAW NO. _____ OF THE

BEING A BY-LAW AUTHORIZING A MUTUAL AID AGREEMENT IN THE EVENT OF A PEACETIME EMERGENCY.

WHEREAS, The _____ desires to co-operate with other Municipalities and Industrial Organizations in the event of a peacetime emergency;

AND WHEREAS, A peacetime emergency could affect any municipality or Industry to such a degree that local municipal and industrial resources would be inadequate to cope with the situation;

AND WHEREAS, The _____ wishes to make pre-arrangements for speedy action in support of any municipality or industry in the group participating in a mutual aid agreements which may be affected or threatened by peacetime emergency and require assistance;

AND WHEREAS, The _____ has authorized the formation of a Disaster Services Committee and Agency by By-Law No. 2457-74;

AND WHEREAS, The duties and powers of a Disaster Services Agency are defined by The Disaster Services Act, being Chapter 69 of the Statutes of Alberta 1973;

NOW THEREFORE, BE IT RESOLVED, THAT by virtue and authority of Section 118 of The Municipal Government Act, being Chapter 246 of the Revised Statutes of Alberta 1970 and amendments thereto, the Council of the _____, duly assembled, enacts as follows:

1. THAT The _____ shall enter into a mutual aid agreement to include such other municipalities and industries as desired to participate and become signatories to such a Mutual Aid Agreement.
2. THAT the said Mutual Aid Agreement shall be in the form attached to this By-Law as Schedule "A".
3. THAT this By-Law shall take force and effect upon the date of final passing thereof.

Read a first time this _____ day of _____, 19____.

Read a second time this _____ day of _____, 19____.

Read a third time and finally passed by Council on this _____ day of _____, 19____.

MAYOR

PEACETIME EMERGENCY MUTUAL AID AGREEMENT

BETWEEN the incorporated municipalities and/or industry listed below:

1. _____ of _____

WHEREAS a peacetime emergency could affect any municipality or industry to such a degree that local municipal or industrial resources would be inadequate to cope with the situation;

AND WHEREAS the above-named municipalities and/or industry wish to make pre-arrangements for speedy emergency action in support of any one municipality which may be affected or threatened by peacetime emergency and require assistance;

THEREFORE, the above-named municipalities agree as follows:

1. Any one of the parties to the Agreement, if and when in need of help to combat a peacetime emergency, may request mutual aid from the other party, subject to the following conditions:

a. Any calls for aid shall be made by an elected representative of the municipality concerned, and must be directed to an elected representative of the municipality whose assistance is being sought; except that:

- (1) Calls for fire fighting equipment may be made by the Fire Chief, his delegate, or an elected representative of the municipality concerned;
- (2) Calls for Fire aid may be made to the Fire Chief or an elected representative of the municipality whose assistance is being sought;
- (3) Any actions taken by a Fire Chief shall be reported to an elected representative as soon as possible.

b. Requests for mutual aid shall be restricted to municipally-owned

- 2 -

equipment and municipal employees and respective industrially owned equipment and employees.

- c. On receipt of a call for aid -- whether general, or specific as to resources required -- the extent of the assistance given will be at the discretion of the responding municipality or industry, having regard to its own local situation at the time.
- d. Any cost incurred in connection with the mobilization, movement and deployment of mutual aid resources, will be borne by the municipality or industry receiving the aid.
- e. The municipality affected or threatened by the emergency and calling for mutual aid, shall implement its Peacetime Emergency Operations Plan or any part thereof and -- for the duration of emergency operations -- will assume direction and control over equipment and manpower contributed by other parties to this Agreement.

2. This Agreement comes into force on _____, 19____, and shall be reviewed yearly thereafter. At the time of review, changes or additions may be introduced by way of a rider which shall become part of the Agreement upon ratification by all parties.

3. Either party may withdraw from the Agreement by giving _____ days' notice of termination to the other party, after the withdrawal of any party.

EXECUTED on behalf of the participating municipalities or industry by their authorized signing officers:

1. _____ of _____ By-Law No. _____

Per: _____ Date _____
 Mayor Municipal Secretary

2. _____ of _____ By-Law No. _____

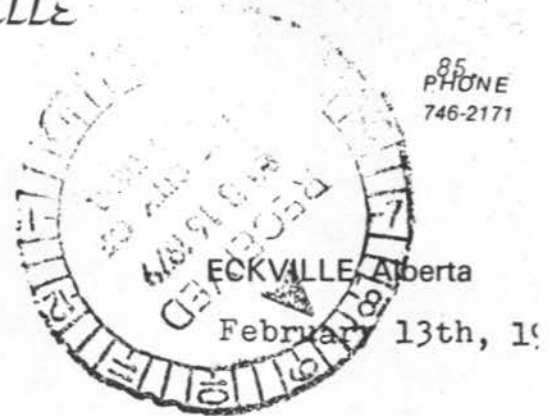
Per: _____ Date _____
 Mayor Municipal Secretary

Town of Eckville

P.O. BOX ~~267~~ 578
5023-51 AVENUE W.
TOMOXO

OFFICE OF THE
SECRETARY-TREASURER

85
PHONE
746-2171




Office of the City Clerk,
City of Red Deer
Red Deer, Alberta.

Dear Sir :

As a result of a recent meeting held in Red Deer ---re Mutual Aid Agreements at which Councillor Randy Forhan of Eckville attended, the Council of the Town of Eckville are desirous of entering into such an agreement with the City of Red Deer. If you are interested, would you please have the enclosed agreements signed and returned to this office for signature with one copy being returned to you upon completion. Thank you.

Yours truly,


(Mrs. Margaret K. Schofer)
Municipal Administrator.

Commissioners' comments

We recommend the Town of Eckville be included in the list of communities which the City will enter into Mutual Aid Agreements with.

"K. CURLE"
Mayor

"M.C. DAY"
City Commissioner

THE CITY OF RED DEER



OFFICE OF THE FIRE CHIEF

P. O. BOX 5008
RED DEER, ALBERTA
T4N 3T4

Telephone 346-5511

March 18, 1987

To: City Clerk C. Sevcik

From: Dennis Dubois, Deputy Fire Chief

Re: Town of Blackfalds Mutual Aid Agreement

The City of Red Deer currently has Mutual Aid Agreements with the following communities:

- Village of Bowden ✓
- Village of Delburne ✓
- Town of Eckville ✓
- Village of Elnora ✓
- Town of Innisfail ✓
- Town of Lacombe ✓
- Town of Olds ✓
- CFB Penhold
- Town of Penhold ✓
- Town of Ponoka ✓
- County of Red Deer ✓
- Michener Centre
- Town of Sylvan Lake ✓

The Town of Blackfalds was not included to date because they did not have a Fire Pumper. This situation has been rectified and the Red Deer Fire Department would therefore recommend to Council that the City of Red Deer and the Town of Blackfalds enter into the standard peace time Mutual Aid agreement.

Yours truly,

D. A. Dubois,
for the Fire Chief

THE CITY OF RED DEER



OFFICE of CITY CLERK
342-8132

P. O. BOX 5008
RED DEER, ALBERTA
T4N 3T4

April 9, 1987

Town of Blackfalds
Office of the Municipal Administrator
Box 220
Blackfalds, Alberta
TOM OJO

Attention: Councillor Shirley Goertzen, Dir., Disaster Services

Dear Councillor Goertzen:

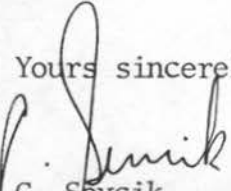
Your letter of March 9, 1987, to Mr. Neil Garvin indicating the wishes of the Town of Blackfalds to enter into a peacetime emergency mutual aid agreement was presented to Council, Monday, April 6, 1987, and at which meeting Council passed the following motion.

"RESOLVED that Council of The City of Red Deer hereby agree to enter into a Peacetime Emergency Mutual Aid Agreement with the Town of Blackfalds, and as recommended to Council April 6, 1987."

I am enclosing herewith two copies of the standard mutual aid agreement which we trust you will find in order and would request that you have same executed. Please note that it is necessary for the Town of Blackfalds to pass a bylaw, the number of which needs to be inserted in the agreement. Once the agreement has been signed, please return same to this office for execution by City Officials.

Trusting you will find this satisfactory, I remain

Yours sincerely,


C. Sevcik
City Clerk
Encl.

c.c. Personnel Manager
Safety & Emergency Measures Co-ordinator
Fire Chief
City Commissioners

PEACETIME EMERGENCY MUTUAL AID AGREEMENT

BETWEEN the incorporated municipalities and/or industry listed below:

The City of RED DEER

-and-

THE TOWN OF BLACKFALDS

WHEREAS a peacetime emergency could affect any municipality or industry to such a degree that local municipal or industrial resources would be inadequate to cope with the situation;

AND WHEREAS the above-named municipalities and/or industry wish to make pre-arrangements for speedy emergency action in support of any one municipality which may be affected or threatened by peacetime emergency and require assistance;

THEREFORE, the above-named municipalities agree as follows:

1. Any one of the parties to the Agreement, if and when in need of help to combat a peacetime emergency, may request mutual aid from the other party, subject to the following conditions:
 - a. Any calls for aid shall be made by an elected representative of the municipality concerned, and must be directed to an elected representative of the municipality whose assistance is being sought; except that:
 - (1) Calls for fire fighting equipment may be made by the Fire Chief, his delegate, or an elected representative of the municipality concerned;
 - (2) Calls for Fire aid may be made to the Fire Chief or an elected representative of the municipality whose assistance is being sought;
 - (3) Any actions taken by a Fire Chief shall be reported to an elected representative as soon as possible.
 - b. Requests for mutual aid shall be restricted to municipally-owned

equipment and municipal employees and respective industrially owned equipment and employees.

- c. On receipt of a call for aid -- whether general, or specific as to resources required -- the extent of the assistance given will be at the discretion of the responding municipality or industry, having regard to its own local situation at the time.
- d. Any cost incurred in connection with the mobilization, movement and deployment of mutual aid resources, will be borne by the municipality or industry receiving the aid.
- e. The municipality affected or threatened by the emergency and calling for mutual aid, shall implement its Peacetime Emergency Operations Plan or any part thereof and -- for the duration of emergency operations -- will assume direction and control over equipment and manpower contributed by other parties to this Agreement.

2. This Agreement comes into force on _____, 19____, and shall be reviewed yearly thereafter. At the time of review, changes or additions may be introduced by way of a rider which shall become part of the Agreement upon ratification by all parties.

3. Either party may withdraw from the Agreement by giving 30 days' notice of termination to the other party, after the withdrawal of any party.

EXECUTED on behalf of the participating municipalities or industry by their authorized signing officers:

1.	_____ of _____	By-Law No. <u>2629/79</u>
Per:	_____	Date _____
	Mayor Municipal Secretary	
2.	_____ of _____	By-Law No. _____
Per:	_____	Date _____
	Mayor Municipal Secretary	

NO. 5

R. R. 1 Site 15 Box 10
Red Deer, Alberta
T4N 5E1

March 19, 1987

Mr. Charles Sevcik, City Clerk
City of Red Deer
City Hall
4914 - 48 Ave.
Red Deer, Alberta

Dear Sir:

Attached please find a plot plan, calculations and Land Use By-Law on Lot B, Plan 4175 MC.

I hold an interest in this land and would like to change the zoning from R2B to R38 to allow for the construction of a six suite apartment.

If I read the by-laws right, my total calculations are on the plan, shown in both metric and imperial.

Please advise when this would go to Council. When we are successful with the rezoning, we will submit proper plans and specifications for your building inspection department.

Yours truly,



Norman Chiles

Copies to: Mr. & Mrs. Ernest Grahn
Mr. & Mrs. Ray Morrison
Mr. Norman Thackeray
Mr. P. Lawrence, Schnell, Lawrence, MacSween & Hardy
(Solicitor for the Estate of Maude Earl)



April 1, 1987

TO: City Clerk

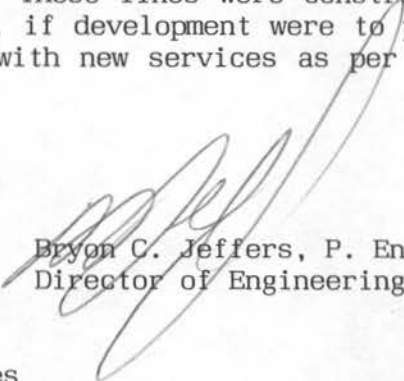
FROM: Director of Engineering Services

RE: REZONING REQUEST - LOT B, PLAN 4175 M.C. - NORMAN CHILES

This Site (Lot B) does not presently have physical access, although legal access does exist. Drainage problems and extreme asphalt deterioration resulted in removal of the road structure and replacement with topsoil and grass at the time Taylor Drive was constructed.

Even if the road did still exist the topography is such that access from the site to the road as it did exist would have been extremely difficult. It would appear there is a 5 ft to 7 ft rise in elevation from the existing sidewalk to the property. It would be our recommendation, if development were to proceed that an access agreement with the Church property to the west be negotiated by the developer.

The existing services to Lot B include a three-quarter inch water line and a six inch sewer line. These lines were constructed in 1962, making them 25 years old. Again, if development were to proceed, these lines would have to be replaced with new services as per approved City Council Policy.



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

BCJ/emg

cc - Director of Community Services
cc - By-Laws and Inspections Manager
cc - City Assessor
cc - E. L. & P. Manager
cc - Fire Chief
cc - Parks Manager
cc - Recreation Manager
cc - Urban Planning Section Manager



RED DEER REGIONAL PLANNING COMMISSION

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

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

Telephone: (403) 343-3394

March 27, 1987

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

Dear Sir:

Request for rezoning/Norman Chiles, Lot B, Fairbank Road

The site under consideration is located south of Fairbank Road and north-east of Fairview United Church in Fairview subdivision. The site has a frontage of 30 m (100 ft.) with an area of 937.60 m² (10,092 sq.ft.)

The site is presently vacant with a number of mature trees located to the east of the site forming a buffer between the site and Taylor Drive. The site is designated as R2 or general residential in which single family is a permitted use and other types of housing are discretionary uses.

The applicant is requesting the redesignation from R2 to R3 to permit the construction of a six-unit apartment on the site. As was mentioned, construction of an apartment building is a discretionary use in the R2 district and required approval of M.P.C. The proposed density of six units is well within R2 density requirements.

We feel the existing designation of R2 is appropriate for the site, it gives the M.P.C. authority to carefully consider the use and impose any condition deemed necessary; e.g. fencing on the east side to protect the trees, etc.

We recommend no changes be made in the Land Use By-law and the applicant submit his proposal to M.P.C. for a decision.

Yours truly,

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

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

MUNICIPALITIES WITHIN COMMISSION AREA

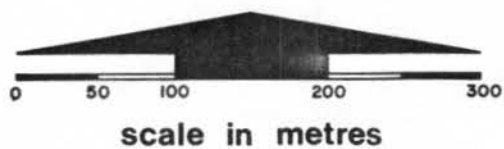
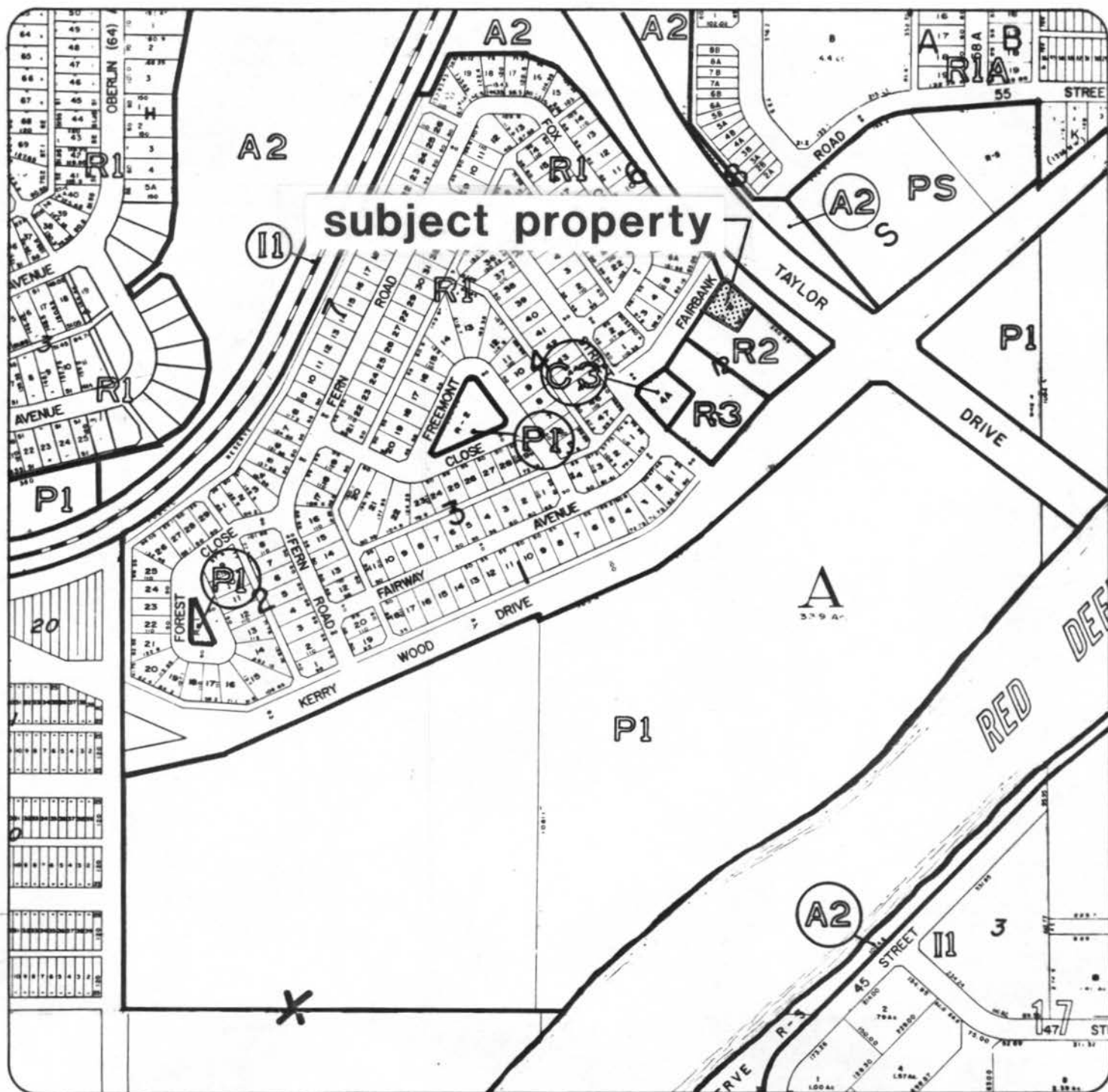
CITY OF RED DEER—TOWN OF BLACKFALDS—TOWN OF BOWDEN—TOWN OF CARSTAIRS—TOWN OF CASTOR—TOWN OF CORDONATION—TOWN OF DIDSBURY—TOWN OF ECKVILLE—TOWN OF INNISFAIR—TOWN OF LACOMBE—TOWN OF OLDS—TOWN OF PENHOLD—TOWN OF ROCKY MOUNTAIN HOUSE—TOWN OF STETTNER—TOWN OF SUNDRE—TOWN OF SYLVAN LAKE—VILLAGE OF ALIX—VILLAGE 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 NORGLENWOLD—SUMMER VILLAGE OF ROCHON SANDS—SUMMER VILLAGE OF WHITE SANDS—SUMMER VILLAGE OF JARVIS BAY—COUNTY OF LACOMBE No. 14—COUNTY OF MOUNTAIN VIEW No. 17—COUNTY OF PAINTERTH No. 18—COUNTY OF RED DEER No. 23—COUNTY OF STETTNER No. 6—MUNICIPAL DISTRICT OF CLEARWATER No. 99

City of Red Deer --- Land Use Bylaw

Land Use Districts

148.

E9



Revisions :

- 2672 / D-80 (15/9/80)
- 2672/FF-81 (18/1/81)
- 2672/HH-81 (18/1/81)

TO: City Clerk
FROM: Bylaws and Inspections Manager
DATE: March 24, 1987
RE: REZONING REQUEST - 16 FAIRBANKS ROAD

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

The site in question is presently zoned R2 in which an apartment is considered a discretionary use, that is, it requires the approval of the Municipal Planning Commission. The applicant is proposing to have the zoning changed to R3, under which apartments would be a permitted use not requiring the Municipal Planning Commission's approval.

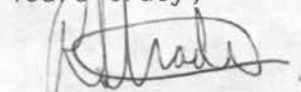
It should be noted that under R2 or R3 zoning, the approval of the Municipal Planning Commission is required for such details as landscaping, location of building, finish of building, surfacing of the parking, etc.

The plan submitted with the application is drawn to an approximate scale, therefore, we cannot check to see if the plan, as submitted, would conform to the Bylaw requirements for either R2 or R3 zoning. However, some things can be noted from the plan, such as that the frontyard setback is not sufficient to meet R3 zoning, and the sideyard provided on the left hand side of the site is not sufficient for R2 or R3. However, the size of the site should be able to support a multiple family building. The size of the building will, of course, depend on such things as number of suites, type of suites, etc.

Although we have no objections to the site being rezoned to R3, it should be noted that this type of development can be accommodated with R2 zoning.

We trust this is of information to you.

Yours truly,



R. Strader
Bylaws and Inspections Manager
BUILDING INSPECTION DEPARTMENT

RS/lrs

File: CS-P-266

MEMORANDUM

DATE: March 24, 1987

TO: Charlie Sevcik
City Clerk

FROM: Lloyd McMurdo
Parks Manager

RE: REQUEST FOR REZONING -
LOT B, FAIRBANKS ROAD

This Department has no objection to the rezoning as requested.

It is our concern, however, that frequently, in the past, where lands abutting treed parkland have been developed, much damage has occurred to the public reserve by the developer, his agents or subsequent tenants. Such native treed areas are delicate, and can never be adequately restored later.

If development is to be allowed, I would ask that, if possible, a condition of development would be a requirement to construct a permanent four-foot chain link fence along the N.E. property line prior to any construction taking place. This would do much to protect the potential loss of a valuable section of treed parkland - a natural sound barrier which protects the property from noise generated on Taylor Drive.

Submitted for Council consideration.



Lloyd McMurdo

/dmg

c. Don Moore
Bryon Jeffers
Ryan Strader
Al Knight
Al Roth
Lowell Hodgson
D. Rouhi

M E M O

TO: C. Sevcik
City Clerk

DATE: 24 03 1987

FROM: Daryle Scheelar
E. L. & P.

Re: Rezoning Request / Norman Chiles

E. L. & P. have no objection to the proposed rezoning request.

E. L. & P. will have electrical charges pending the development. The developer is advised to see the E. L. & P. office once plans are available. A cost estimate can be done at that time.

Daryle Scheelar
Daryle Scheelar,
Distribution Engineer

KW/jjd

1987 03 20

TO: City Clerk

FROM: City Assessor

RE: Rezoning Request/Norman Chiles

Further to your memo of March 20, 1987, regarding the above, please be advised that we have no problem with this request, subject to other Departments' comments.



Al Knight, A.M.A.A.

/bt

Commissioner's Comments

As indicated in the comments, the proposal would fit the R2 Zoning which gives the Municipal Planning Commission the authority as a discretionary use to review any proposals. We therefore cannot support any change in the existing zoning.

"R. J. McGHEE"
Mayor

THE CITY OF RED DEER



OFFICE of CITY CLERK
342-8132

P. O. BOX 5008
RED DEER, ALBERTA
T4N 3T4

March 20, 1987

Mr. Norman Chiles
R.R. 1, Site 15, Box 10
Red Deer, Alberta
T4N 5E1

Dear Mr. Chiles:

Thank you for your letter of March 19, 1987, and we would advise that this matter will be considered by Red Deer City Council at their meeting on April 6, 1987.

We will be calling you prior to the meeting date to discuss the time this item will be dealt with by Council, in the event you wish to be present.

Trusting this is satisfactory.

Yours truly,

C. Sevcik
City Clerk

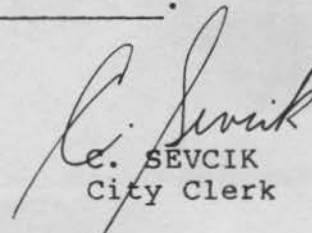
DATE March 20/87

TO: ☒ DIRECTOR OF COMMUNITY SERVICES
☒ DIRECTOR OF ENGINEERING SERVICES
☐ DIRECTOR OF FINANCE
☒ BYLAWS & INSPECTIONS MANAGER
☒ CITY ASSESSOR
☐ ECONOMIC DEVELOPMENT MANAGER
☒ E. L. & P. MANAGER
☐ F.C.S.S. MANAGER
☒ FIRE CHIEF
☒ PARKS MANAGER
☐ PERSONNEL MANAGER
☐ R.C.M.P. INSPECTOR
☒ RECREATION MANAGER
☐ TRANSIT MANAGER
☒ URBAN PLANNING SECTION MANAGER
☐ _____

FROM: CITY CLERK

RE: Rezoning request/Norman Chiles

Please submit comments on the attached to this office by March 25/87
for the Council Agenda of April 6/87.

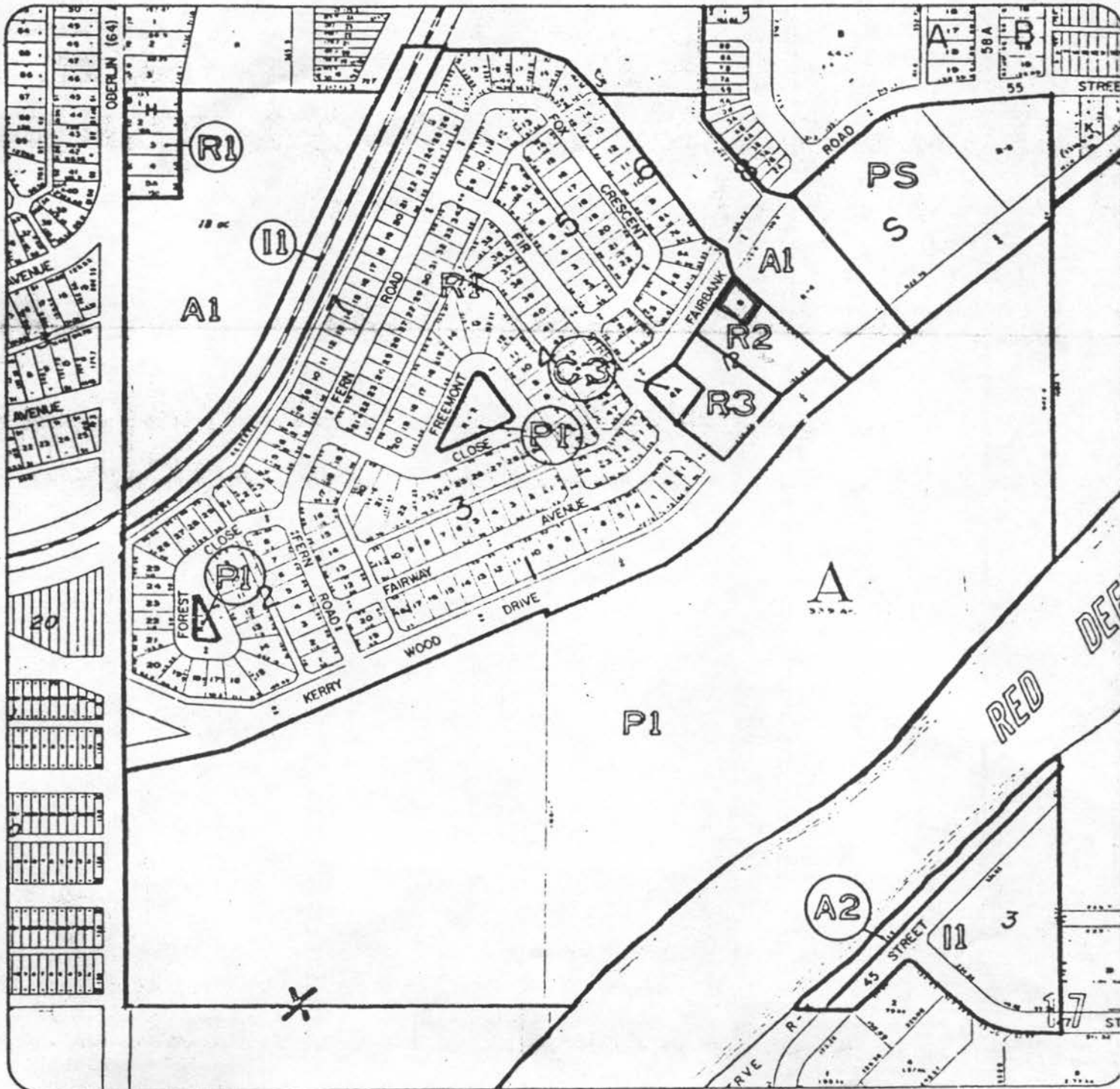

E. SEVCIK
City Clerk

City of Red Deer --- Land Use Bylaw

Land Use Districts

E9

2



scale in metres

Revisions :

2672 / D-80 (15/9/80)



Review

Total Site Area	937.60m ² (10,092.57 sq ft)
Foundation Bldg. Site	262.44m ²
Parking Area (8 stalls)	211.23m ²
Driveway	48.31m ²
Sidewalk	7.43m ²
Landscaping @ 44%	412.54m ²
Relaxation Required	4.35m ² (46.82 sq ft)

3 bachelor units @ 74m ² /unit	= 222m ²
3-1 bedroom units @ 111m ² /unit	= 333m ²
Total floor area required	555m ²
Total above	524.88m ²
Relaxation Required	30.62m ² (306.25 sq ft)

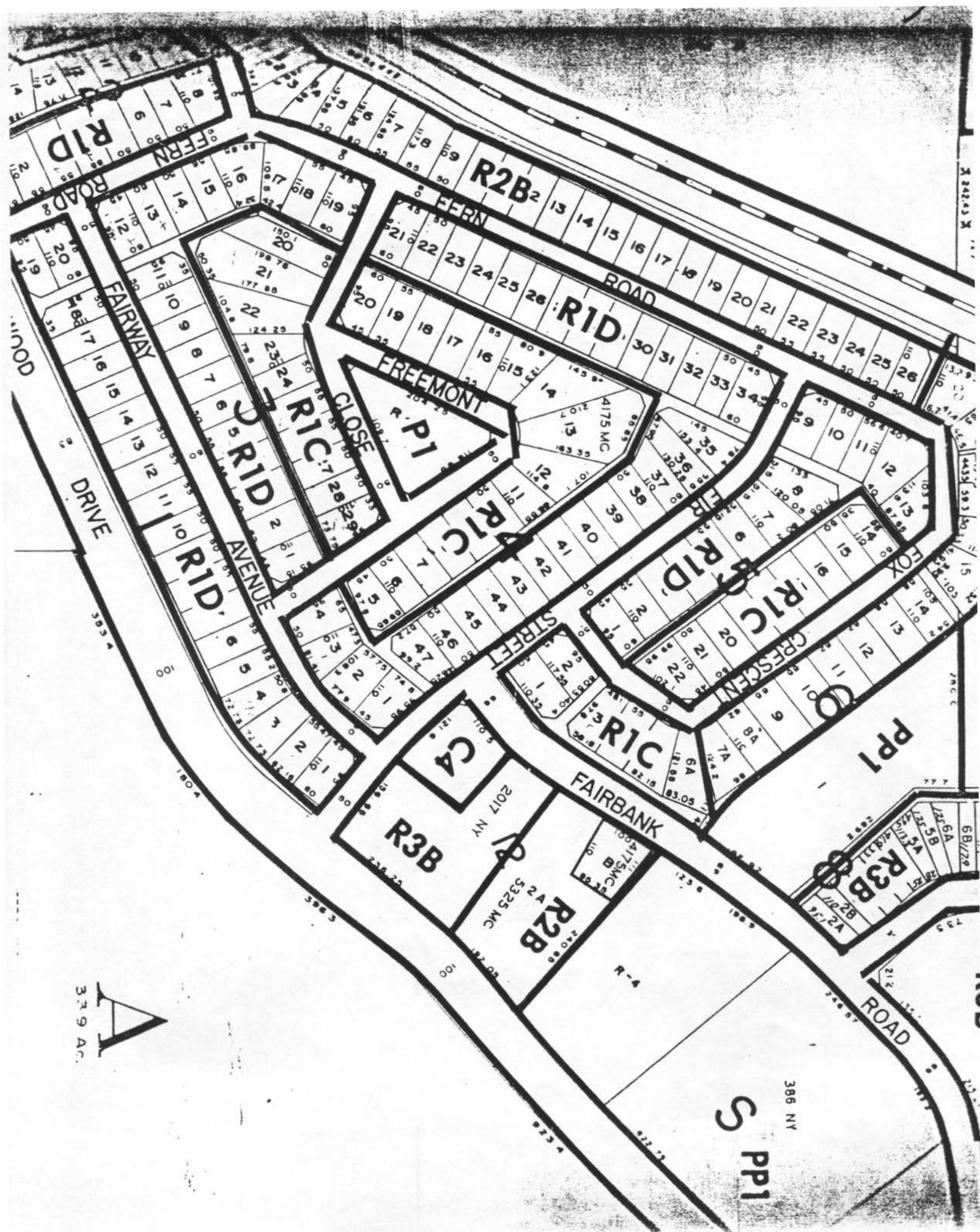
PLOT PLAN

Lot B, Plan 4175 MC

6 UNIT APARTMENT

R-2 Zoning, Discretionary Use

Approx. Scale: 1cm = 5'



Calculations

$$\begin{aligned}\text{Total Size of Site} &: 83.35' \times 110' = 9168.50 \text{ sq ft} \\ &+ \frac{1}{2}(16.65' \times 111') = 924.07 \text{ sq ft} \\ &10,092.57 \text{ sq ft} \\ &937.60 \text{ m}^2\end{aligned}$$

$$\begin{aligned}\text{Landscaping Required: } 44\% \text{ of } 10,092.57 \text{ sq ft} &= 4440.73 \text{ sq ft} \\ &= 412.54 \text{ m}^2\end{aligned}$$

Parking Area:

$$\begin{aligned}\text{6 unit apartment: } 5 \times 8.5' \times 32.5' &= 1381.25 \text{ sq ft} \\ 3 \times 8.5' \times 35' &= 892.50 \\ &= 2273.75 \text{ sq ft} \\ &= 211.23 \text{ m}^2\end{aligned}$$

$$\begin{aligned}\text{8 unit apartment: } 7 \times 8.5' \times 35' &= 2082.5 \text{ sq ft} \\ 3 \times 8.5' \times 28' &= 714.0 \text{ sq ft} \\ &= 2796.5 \text{ sq ft} \\ &= 259.79 \text{ m}^2\end{aligned}$$

$$\begin{aligned}\text{Driveway: } 6 \text{ unit apartment: } 10' \times 52' &= 520 \text{ sq ft} \\ &= 48.31 \text{ m}^2\end{aligned}$$

$$\begin{aligned}\text{8 unit apartment } 10' \times 51.1' &= 511 \text{ sq ft} \\ &= 47.47 \text{ m}^2\end{aligned}$$

Sidewalk: 6 unit apartment: $4' \times 20' = 80 \text{ sq ft}$
 $= 7.43 \text{ m}^2$

8 unit apartment $4' \times 25' = 100 \text{ sq ft}$
 $= 9.29 \text{ m}^2$

Landscaping: 6 unit apartment: 937.60 m^2

Less - Bldg. 262.44

- parking 211.23

- Driveway 48.31

- Sidewalk 7.43 529.41 m^2

Landscaped Area = 408.19 m^2

Required 412.54 m^2

Relaxation required = 4.35 m^2

8 unit apartment - 937.60 m^2

Less - Bldg. 213.67

- parking 259.79

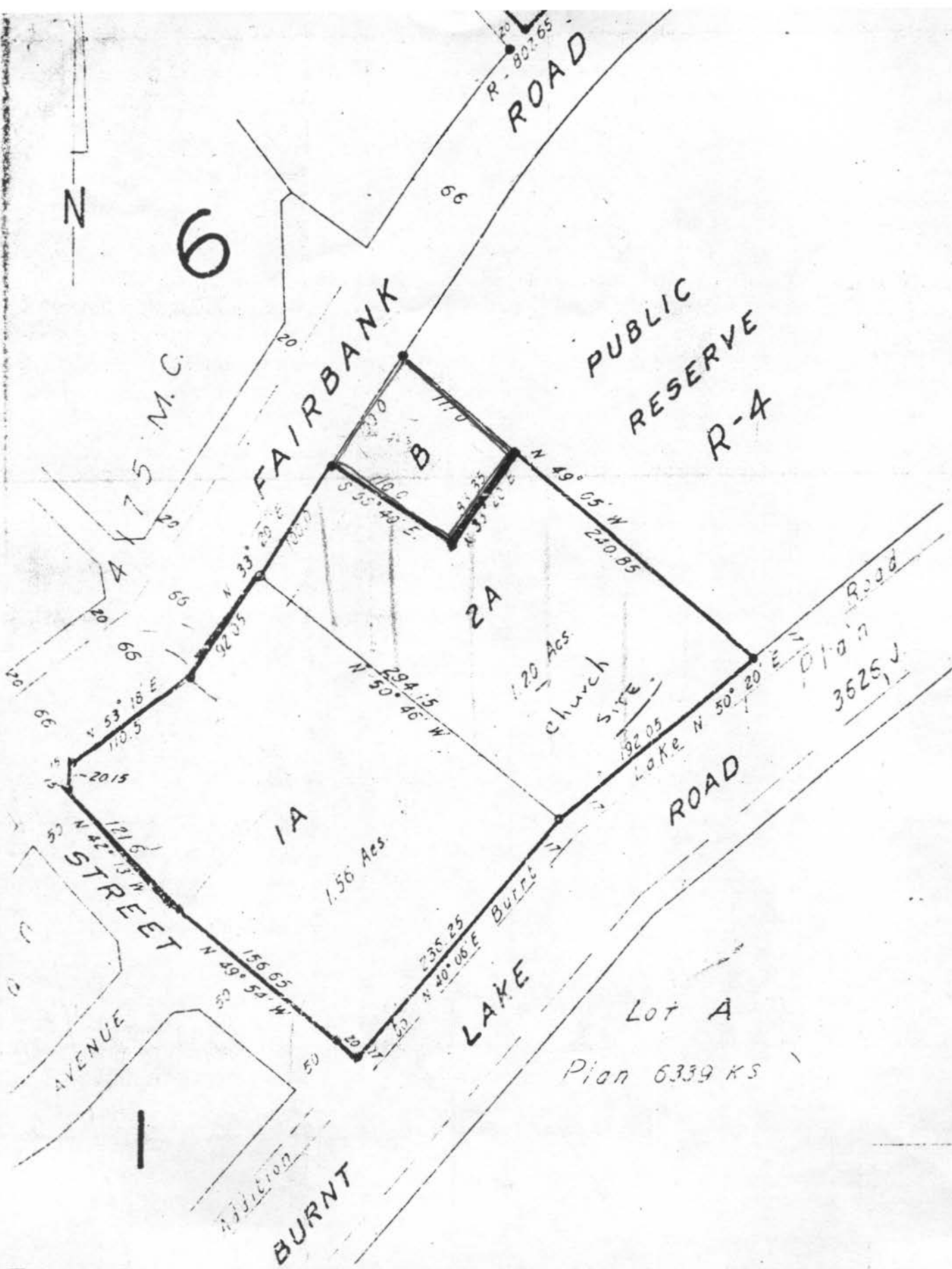
- Driveway 47.47

- Sidewalk 9.29 530.22 m^2

Landscaped Area 407.38 m^2

Required 412.54 m^2

Relaxation required 5.16 m^2



This Plan is in connection with the Council and Planning there to

Mayer

City

Lot A
Plan 6339 KS

Approved by
CITY ENGINEER

City

2-2352

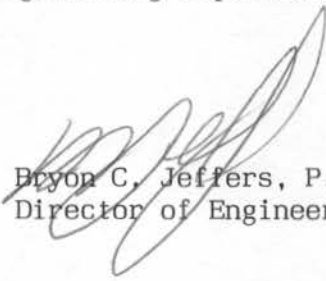
March 30, 1987

TO: City Clerk

FROM: Director of Engineering Services

RE: REZONING REQUEST - LOT B, PLAN 4175 M.C. - NORMAN CHILES

Please be advised that the Engineering Department has no comments regarding the above.



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

/emg

March 23, 1987

TO: C. SEVCIK
City Clerk

FROM: D.W. JOHNSON
Fire Marshal

RE: REZONING REQUEST RE NORMAN CHILES
LOT B, PLAN 4175MC

This is to advise that we have no objections to the above zoning.


D.W. Johnson

File: CS-745

MEMORANDUM

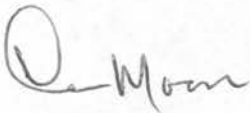
DATE: March 24, 1987

TO: Charlie Sevcik
City Clerk

FROM: Don Moore, Director
Community Services Division

RE: REZONING REQUEST/NORMAN CHILES

I have no comment from a Community Services perspective on this proposal.

A handwritten signature in dark ink, appearing to read "Don Moore". The signature is fluid and cursive, with the first name "Don" and last name "Moore" clearly distinguishable.

Don Moore

/dmg

THE CITY OF RED DEER



OFFICE of CITY CLERK
342-8132

P. O. BOX 5008

RED DEER, ALBERTA

T4N 3T4

April 9, 1987

Mr. Norman Chiles
R.R. 1, Site 15, Box 10
Red Deer, Alberta
T4N 5E1

Dear Mr. Chiles:

Your letter of March 19, 1987, being an application to redesignate Lot B, Plan 4175 MC from R.2 to R.3 designation was presented to Council Monday, April 6, 1987.

The following is the resolution which was passed by Council at the above noted meeting denying your request.

"RESOLVED that Council of the City of Red Deer, having considered application by Norman Chiles to redesignate Lot B, Plan 4175 M.C. (south corner Fairbank Road and Taylor Drive) from R2 to R3 designation to allow for the construction of a 6-suite apartment, hereby agree that said application be not approved and as recommended to Council April 6, 1987."

For your further information, I am enclosing herewith the administrative comment which appeared on the Council agenda of April 6 (pages 146a-152).

The decision of Council in this instance is submitted for your information, and if you have any questions, please do not hesitate to contact the undersigned.

Sincerely,

C. Sevcik
City Clerk
Encl.

c.c. Dir. of Engineering Services
Bylaws & Inspections Mgr.
City Assessor
Urban Planning Section Mgr.
Parks Mgr.
E.L. & P. Mgr.
Fire Chief

NO. 1

March 26, 1987

TO: CITY COUNCIL

FROM: C. SEVCIK, CITY CLERK

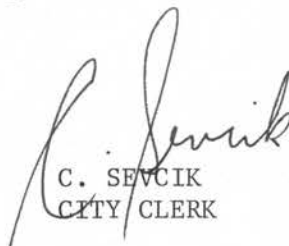
RE: ALDERMAN KOKOTAILO - NOTICE OF MOTION
POSITION OF DIRECTOR OF COMMUNITY SERVICES

The following Notice of Motion was submitted by Alderman Kokotailo at the Council meeting of March 23, 1987:

"WHEREAS the position of Director of Community Services was an interim position subject to evaluation and review of the effectiveness of a new organizational structure, which has not yet been done, and

WHEREAS the City will be under severe financial restrictions for the 1987-88 year;

RESOLVED that Council agree to delay any appointment to the position of Director until the organizational structure is evaluated and the 1987-88 budget is considered."



C. SEVCIK
CITY CLERK

CS/sp

Commissioner's Comments

If Council supports this resolution, we would recommend that the Administration bring back a report regarding the Director of Community Services position. No appointment would be made until Council deals with this report.

"R. J. McGHEE"
Mayor

MEMORANDUM

April 9, 1987

TO: City Commissioner

FROM: City Clerk

RE: Alderman Kokotailo/Notice of Motion
Director of Community Services Position

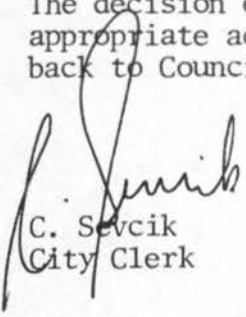
At the Council Meeting of April 6, 1987, the following motion was passed with regard to the position of Director of Community Services.

"WHEREAS the position of Director of Community Services was an interim position subject to evaluation and review of the effectiveness of a new organizational structure, which has not yet been done, and

WHEREAS the City will be under severe financial restrictions for the 1987-88 year;

RESOLVED that Council agree to delay any appointment to the position of Director until the organizational structure is evaluated."

The decision of Council in this instance is submitted for your information and appropriate action. I believe it is Council's understanding you will be reporting back to Council with regard to this matter at your earliest possible opportunity.



C. Sevcik
City Clerk

c.c. Dir. of Community Services
Personnel Manager

Alternative "A"

BY-LAW NO. 2672/G-87

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

COUNCIL OF THE CITY OF RED DEER IN THE PROVINCE OF ALBERTA 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. 6/87 attached hereto and forming part of the By-law.
- (2) This By-law shall come into force upon the final passing hereof.

READ A FIRST TIME IN OPEN COUNCIL this day of A.D. 1987

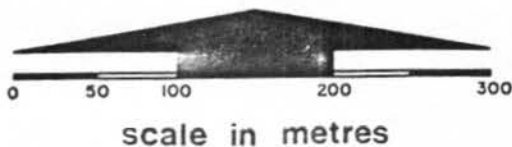
READ A SECOND TIME IN OPEN COUNCIL this day of A.D. 1987


READ A THIRD TIME IN OPEN COUNCIL AND FINALLY PASSED THIS day of
A.D. 1987

MAYOR

CITY CLERK

E 12



Change from DC(2) to C2 .

Alternative "B"

BY-LAW NO. 2672/G-87

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

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

(1) Schedule B - Direct Control District No. 2 - DC(2) is amended by deleting the following uses from Section DC 2.1.1:

- (a) Area 2
 - (i) Commercial habitation services
 - (ii) Eating and drinking establishment, except fast food with take-out service
 - (iii) Commercial entertainment establishments

and replacing with the following uses:

- (a) Area 2
 - (i) Food store with a maximum gross leaseable area of 3,550 m²
 - (ii) Additional permitted and discretionary commercial uses as outlined in Sections 6.2.2.4 and 6.2.2.5. up to a maximum combined gross leaseable area of 1,860 m²

(2) The parking space requirement for Area 2 under Section DC 2.2 is amended by:

- (a) Deleting "Standard A" and replacing with "Standard C".

(3) This By-law shall come into force upon the final passing thereof:

READ A FIRST TIME IN OPEN COUNCIL this day of A.D. 1987

READ A SECOND TIME IN OPEN COUNCIL this day of A.D. 1987

READ A THIRD TIME IN OPEN COUNCIL AND FINALLY PASSED THIS day of
A.D. 1987

MAYOR

CITY CLERK

BYLAW NO. 2672/H-87

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

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

- (1) Bylaw 2672, as amended, is further amended as to Section 4.4.1 by striking out the words and figures

"48 Street 52 Avenue to the lane approximately 50.3 m west of Gaetz Avenue, and from the lane approximately 39.6 m east of Gaetz Avenue to 48 Avenue"

and by inserting therefore the words and figures,

"48 Street 52 Avenue to 48 Avenue."

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

READ A FIRST TIME IN OPEN COUNCIL this day of , A.D. 1987
READ A SECOND TIME IN OPEN COUNCIL this day of , A.D. 1987
READ A THIRD TIME IN OPEN COUNCIL AND FINALLY PASSED this day of
A. D. 1987.

MAYOR

CITY CLERK

BYLAW NO. 2672/I-87

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

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

- (1) Section 6.2.1.3 is amended by adding the following use:
 (16) Day Care facilities
- (2) Section 6.2.3.3 is amended by adding the following use:
 (4) Day Care facilities
- (3) Section 6.4.1.3 is amended by adding the following use:
 (16) Day Care facilities
- (4) Section 6.5.1.3 is amended by adding the following use:
 (9) Day Care facilities
- (5) Section 6.6.1.3 is amended by adding the following use to Special
 Residential
 (5) Day Care facilities
- (6) Section 6.6.2.3 is amended by adding the following to Special
 Residential Use
 (7) Day Care facilities
- (7) Section 6.6.3.2 is amended by deleting the following use:
 (7) Day Care facilities
- (8) Section 6.6.3.3 is amended by adding the following use to Special
 Residential uses:
 (5) Day Care facilities
- (9) Section 4.13.1 is amended by deleting the following use:
 (23) Day Care facilities
 Lots 1-3 inclusive, Block 2, Plan 782-0286
- (10) This Bylaw shall come into force upon the final passing hereof.

READ A FIRST TIME IN OPEN COUNCIL this day of , A. D. 1987.

READ A SECOND TIME IN OPEN COUNCIL this day of , A. D. 1987.

READ A THIRD TIME IN OPEN COUNCIL AND FINALLY PASSED this day of
A. D. 1987

MAYOR

CITY CLERK

Being a By-law of the City of Red Deer with respect to the health of the citizens of Red Deer and the regulation of smoking.

WHEREAS section 112 of the Municipal Government Act, R.S.A. 1980, Chapter M-26 provides as follows:

"A council may pass by-laws that are considered expedient and are not contrary to this or any other act, a) for the peace, order and good government of the municipality, b) for promoting the health, safety, morality and welfare thereof."

AND WHEREAS it has been determined that smoking, and second-hand tobacco smoke is a health hazard and a public nuisance because of its adverse effect upon and risk to the health of the inhabitants of the City of Red Deer;

AND WHEREAS it is desirable for the health, safety, and welfare of the inhabitants of the City of Red Deer to provide for regulating smoking for the better protection of persons from conditions injurious to health in accordance with the provisions of this by-law;

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

SHORT TITLE

1. This by-law may be cited as "The Health by-law".

DEFINITIONS

2. In this by-law,
 - (a) "beverage room" or "lounge" - means any premises which have been licensed for the sale of liquor pursuant to the provisions of the Liquor Control Act of Alberta;
 - (b) "City" - means the City of Red Deer, a municipal corporation of the Province of Alberta, and includes the area contained within the boundaries of the City where the context so requires;
 - (c) "government premises" - means any office or premises of the Government of Canada, the Government of the Province of Alberta and any agency thereof or a Crown Corporation;
 - (d) "health care facility" - includes any place in which medical, dental, optical, physiotherapy, chiropractic or other similar health services are provided or arranged;
 - (e) "Hospital" - means an institution operated for the care of

diseased, injured or sick people, and shall include the common public areas of nursing homes or senior citizen homes;

- (f) "local government premises" - means City Hall, and any City or County of Red Deer No. 23 premises or offices;
- (g) "no smoking area" - means an area in which smoking is prohibited pursuant to this by-law;
- (h) "personal services establishment" - means any place in which a service to or on the body of another person is provided in exchange for money or services, and includes but is not limited to a barber shop, beauty parlour, health spa, massage parlour, tattoo shop, sauna and steam bath;
- (i) "place of employment" - means any indoor place of work other than
 - (i) a private home which also serves as a place of work, or
 - (ii) a place of work occupied solely by an independent contractor or only by the partners to a partnership,

and includes any parts of a retail shop used exclusively by the employees of such premises, but does not include a reception area;

- (j) "place of public assembly" - means any building or portion thereof where the public may gather for such purposes as entertainment, recreation, deliberation, business or amusement, but does not include a place where a private social function is being held;
- (k) "post" - includes the act of keeping continuously displayed;
- (l) "private social function" - means a special social event for which an entire room or hall has been exclusively reserved, and at which attendance is limited to people who have been specifically invited or designated by the sponsor thereof, but does not include events which are held privately for the purpose of business, sales or education;
- (m) "proprietor" - means
 - i) the occupant or owner, or his agent or representative, of premises referred to in this by-law and includes any person in charge thereof or anyone who controls, governs or directs the activity carried on therein. In respect of premises

occupied by more than one occupant, "owner" shall mean, in respect of the common areas of the premises, the legal owner or his agent or representative and in respect of those portions of the premises that are occupied by persons other than the legal owner, "owner" shall mean the occupant or his agent or representative. In the event that the occupants fail to exercise its discretion under this By-law, then the legal owner or his agent or representative may exercise such discretion on behalf of the occupant;

- ii) the owner or driver of a taxi-cab;
- (n) "public washrooms" - means any washroom or lavatory open to the general public;
- (o) "reception area" - means the space used by an office or any business establishment for the receiving of customers, clients, patients or other persons dealing with such office or establishment;
- (p) "restaurant" - means any place of business where food or refreshments are prepared to order and sold for human consumption on the premises and includes a restaurant, lunch counter or cafeteria but does not include an outdoor dining area or outdoor food stall;
- (q) "retail shop" - means any building, or booth, stall or place where goods are exposed, auctioned or offered for sale at retail to the general public, but does not include:
 - (i) any beverage room, canteen, club or lounge included in the term "licensed premises" as defined in The Liquor Licensing Act; and
 - (ii) any place where the major or only trade or business carried on is that of custom blending of tobaccos or the sale of tobaccos, pipes, cigars, cigarettes or smoker's sundries; and
 - (iii) any restaurant.
- (r) "school building" - means a building provided or managed by a Board of School Trustees or independent persons or organizations for the education of individuals up to and including the level of Grade 12;
- (s) "seating capacity" - means the number of seats provided for use by patrons or customers for the consumption of food while seated;

- (t) "service line" - means an indoor line of two or more persons awaiting service of any kind, regardless of whether or not such service involves the exchange of money, including but not limited to sales, provision of information, transactions, or advice, and transfers of money or goods, but does not include a service line at a private social function;
- (u) "smoke or smoking" - means the inhaling, exhaling, burning or carrying of a lighted cigarette, cigar, pipe or other lighted smoking equipment burning tobacco or any other weed or substance, but does not include smoking by actors as part of a stage or theatrical performance;
- (v) "smoking area" - means an area, designated by the proprietor, in which smoking is permitted;
- (w) "taxicab" - means any taxicab licensed pursuant to the provisions of the City Taxi Business By-law to carry on business in the City;

AREAS OF ABSOLUTE PROHIBITION

3. No person shall smoke

- (a) in those parts of a place of public assembly which are used as a classroom, concert hall, auditorium, gymnasium, swimming pool, indoor sporting area, library, lecture hall, or in the seating area of a theatre or motion picture house, music hall, or in a display area in a museum or art gallery;
- (b) in those parts of a school building frequented by pupils up to and including grade twelve;
- (c) in an elevator, escalator, inside stairway or public washroom in any building generally open and accessible by the public,
- (d) in a school bus, public bus or other form of public transportation;
- (e) in any service line.
- (f) in a no-smoking area.

SMOKING AREAS

4. (1) No person shall smoke in a

- a) place of public assembly;
- b) restaurant;
- c) reception area;
- d) hospital;

- e) health care facility;
- f) retail shop;
- g) personal services establishment;
- h) poolhall, bowling alley, games arcade;
- i) beverage room or lounge;
- j) place of employment after December 31, 1987;
- k) government premises, or
- l) local government premises

except in a smoking area.

- (2) No person shall smoke in a taxi-cab unless it is permitted by the consent of all passengers and the driver.

- 5. (1) The proprietor of a
 - a) reception area,
 - b) hospital,
 - c) health care facility,
 - d) retail shop,
 - e) personal services establishment,
 - f) poolhall, bowling alley, games arcade,
 - g) beverage room or lounge, or
 - h) place of employment
 - i) government premises, or
 - j) local government premises

may designate all or any part of such premises as a smoking area.

- (2) The proprietor of a restaurant having a seating capacity of more than 20 persons may designate in one location not more than 65 % of the floor area thereof used for the seating and service of customers as a smoking area.
- (3) The proprietor of a place of public assembly other than those set forth in sections 5 (1) and 5 (2) of this By-law may designate not more than 50 % of the floor area of the building structure, place, or area that is generally open to the public as a smoking area, provided that
 - a) the smoking area shall not be placed in any area described in section 3(a) or (c), and
 - b) any area described in section 3(a) or (c) shall not be used in the calculation of the floor area for the purposes of this section.
- (4) The proprietor or driver of a taxi cab may designate the taxi cab as a smoking area from time to time subject to the consent of the driver and the passengers actually occupying the taxi cab.
- (5) The proprietor of any indoor premises not specifically listed in this section may designate all or any portion of such premises as a no-smoking area.

- 6. A smoking area:

- (a) shall be fully identified by means of signs as provided for in section 7;
- (b) shall be designed, constructed or arranged to ensure that smoke or gas resulting from smoking is minimized in adjacent no - smoking areas.
- (c) shall not exceed the size limitations imposed by any other section of this by-law;
- (d) shall not include any part of the premises to which non-smokers may need access, and
- (e) shall not include any area in which smoking is prohibited pursuant to any fire by-law, regulation or statute.

SIGNS

- 7. (1) The proprietor of any premises in which smoking is prohibited pursuant to this by-law shall post a no-smoking sign within the building in proximity to the main public entrance of such place and conspicuously in at least one location on each floor therein which shall contain the text:
 - (a) "no smoking in this building", or
 - (b) "no smoking in these premises" or
 - (c) "no smoking in this area".
- (2) The proprietor of any premises who designates a smoking area shall
 - a) post a sign at the main public entrance thereto and conspicuously in at least one location therein a smoking sign bearing the text:
 - (i) "Smoking permitted in this building", or
 - (ii) "Smoking permitted in these premises", and
 - (iii) "Smoking permitted only in a designated smoking area", or
 - b) shall conspicuously post in the smoking area not less than two signs bearing the text "Smoking permitted in this area only", and
 - c) shall conspicuously post in any remaining no-smoking area a sign bearing the text "No Smoking in this area".
- (3) The proprietor of a taxicab shall post a sign in a conspicuous position in the taxicab clearly visible to the passengers therein, containing, in letters not less than 1/2" in height, the text:
 - (a) "Smoking permitted only by consent of all passengers", or
 - (b) (i) "No Smoking", or

- (ii) a sign in accordance with Schedule "A".
- (4) A proprietor who finds a person smoking in a no-smoking area shall request such person to stop smoking.
- 8. (1) With the exception of signs posted in taxi cabs, all signs required to be posted pursuant to this by-law shall conform to the following specifications:
 - (a) signs shall contain the text "City of Red Deer Health By-law",
 - (b) a no smoking sign shall be in one of the following formats:
 - (i) a sign in accordance with the design attached as schedule A to this by-law, showing a burning cigarette surrounded by a red circle with a diagonal red line drawn through the burning cigarette, or
 - (ii) a written sign including the text "no smoking" or as specified in the applicable section of this by-law or
 - (iii) a combination of (i) and (ii) above
 - (c) A smoking sign shall be in accordance with one of the following formats:
 - (i) a sign in accordance with the design attached as Schedule "B" in this by-law showing a burning cigarette surrounded by a green circle, or
 - (ii) a written sign including the text "smoking permitted" or as specified in the applicable section of this by-law, or
 - (iii) a combination of (i) and (ii) above.
- (2) Signs shall consist of at least two contrasting colours, or if the lettering is to be applied to a clear panel then the lettering shall contrast to the colour of the background.
- (3) Lettering may be in either upper or lower case or a combination thereof, and the size of lettering shall be not less than 2", regardless of whether or not the lettering is in upper or lower case.
- (4) No person shall remove, alter, conceal, deface or destroy any sign posted pursuant to this by-law.

PENALTIES

- 9. (1) Any proprietor who contravenes any of the provisions or requirements of this by-law is guilty of an offence and is liable upon summary conviction to a minimum penalty of \$ 100.00.
- (2) Any other person who contravenes any of the provisions or requirements of this by-law is guilty of an offence and is liable upon summary conviction to a

minimum penalty of \$ 30.00.

10. The offence ticket in the form and content which is set forth in Schedule "C" annexed hereto and made part of this by-law is hereby prescribed and approved as the offence ticket to be issued for any contravention of this by-law.
11. Where a peace officer, by-law enforcement officer or a member of the Canadian Corp. of Commissionaires, has reasonable grounds to believe a person has contravened any of the sections of this by-law he may issue and serve upon such person an offence ticket in the form prescribed.
12.
 - (1) Where payment of the penalty for an offence ticket issued for contravention of any section of this by-law is received by the City within 7 days of the date of service of the offence ticket, the penalty specified in Section 9 shall be reduced by \$ 10.00 and such reduced payment shall be accepted in lieu of prosecution.
 - (2) Where payment of the penalty for an offence ticket issued for contravention of any section of this by-law is received by the City within 8 to 15 days from the date of service of the offence ticket, the penalty specified in Section 9 shall be reduced by \$ 5.00 and such reduced payment shall be accepted in lieu of prosecution.
 - (3) If at any time after the expiry of 15 days from the date of service of the offence ticket and up to but not including the seven days prior to the return date of that summons, a person tenders to the City payment in full of the amount of the prescribed penalty, payment shall be accepted in lieu of prosecution.
 - (4) If the person upon whom such offence ticket is served fails to pay the required sum within the times hereinbefore limited, the provisions of this section for acceptance of payment in lieu of prosecution do not apply.
13. Should a person not pay the penalty provided for contravention of any section of this by-law and a prosecution be entered against him, he shall be liable on summary conviction to pay a minimum fine equal to the penalty stated in the said offence ticket, plus court costs and in default of payment of the penalty and costs imposed by the court, to a term of imprisonment not exceeding three months.
14. Nothing in this by-law shall,
 - (a) prevent any person from exercising his right to defend any charge laid for contravention of any sections of this by-law, or
 - (b) prevent any peace officer, by-law enforcement officer or a member of the Canadian Corp. of Commissionaires in lieu of serving an offence ticket, from laying an information or complaint against any person for contravention of any section of this by-law.
15. Should any provision of this by-law be found to be invalid it is the express wish of the Council for the City that such invalid portion be severed and that the remainder of the by-law be maintained.

16. Prior to December 31, 1987, the policy of the City with respect to smoking in a place of employment is as set forth in Schedule D hereto. Failure to conform to such policy shall not be an offence under this by-law.
17. By-law 2853/85 is hereby repealed upon this by-law coming into full force.
18. This by-law shall come into full force _____ months following third reading.

READ A FIRST TIME IN OPEN COUNCIL this 9 day of March, A.D. 1987.

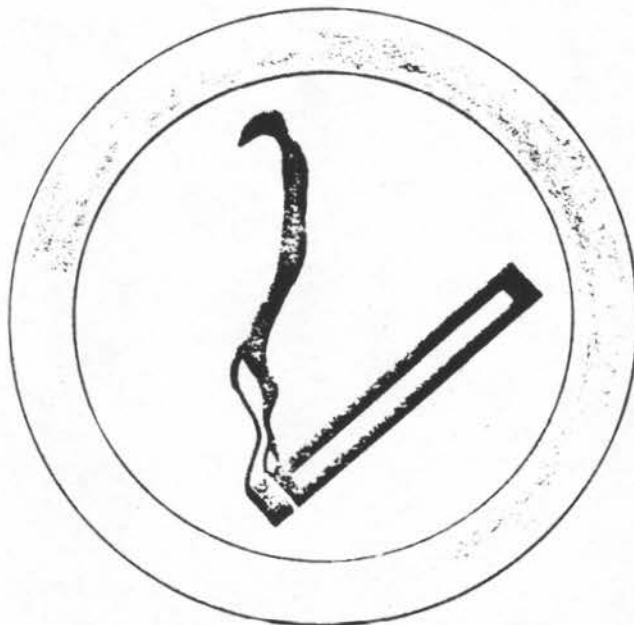
READ A SECOND TIME IN OPEN COUNCIL this _____ day of _____, A.D. 1987.

READ A THIRD TIME IN OPEN COUNCIL this _____ day of _____, A.D. 1987.

MAYOR

CITY CLERK





SMOKING
CITY OF RED DEER

- A. PAYMENTS ACCEPTED BY CITY CASHIER
4914 - 481st AVENUE RED DEER BETWEEN
THE HOURS OF 8 00 A.M. TO 4:30 P.M.
MONDAY TO FRIDAY, EXCEPT HOLIDAYS.
- B. AFTER HOURS PAYMENTS CAN BE PLACED
IN THE NIGHT DEPOSITORY AT 4914 - 481st
AVENUE, RED DEER EAST SIDE OF BUILDING.
- C. PAYMENTS CAN BE MAILED TO THE CITY OF
RED DEER P.O. BOX 5008 RED DEER
ALBERTA T4N 3T4.
- D. TO QUALIFY FOR CIRCLED PENALTY LESS
10.00 PAYMENT MUST BE RECEIVED BY CITY
CASHIER WITHIN 7 DAYS OF OFFENCE DATE.
- E. TO QUALIFY FOR CIRCLED PENALTY LESS
5.00 PAYMENT MUST BE RECEIVED BY CITY
CASHIER BETWEEN 8 AND 15 DAYS FROM
DATE OF OFFENCE.
- F. AFTER 15 DAYS THE CIRCLED PENALTY IS
APPLICABLE.



THE CITY OF RED DEER
4914 - 481st AVENUE,
RED DEER, ALBERTA T4N 3T4

THIS TAG ISSUED FOR BREACH
OF SECTION

D056147

TRAFFIC BYLAW DOG BYLAW HIGHWAY TRAFFIC
ACT 1975

1	2	3	4
PENALTY			
12.00	15.00	20.00	25.00
30.00	35.00	40.00	

A. PENALTY REDUCED \$10.00 IF PAYMENT RECEIVED BY CITY CASHIER WITHIN
7 DAYS.

B. PENALTY REDUCED \$5.00 IF PAYMENT RECEIVED BY CITY CASHIER BETWEEN
8 & 15 DAYS.

C. NO REDUCTION IN PENALTY AFTER 15 DAYS.

VEHICLE LICENSE NO			MAKE	
DATE DAY	MONTH	YEAR 19	TIME	A.M. P.M.

OFFENCE AND LOCATION

☐ METER VIOLATION

NAME		METER NO
ADDRESS		ISSUER

YOU MAY AVOID PROSECUTION FOR THIS OFFENCE BY PAYING THE PENALTY
REQUIRED, WITHIN 22 DAYS, TO THE ADDRESS INDICATED ABOVE.

FAILURE TO COMPLY WILL RESULT IN
PROSECUTION IN THE PROVINCIAL COURT OF ALBERTA.

DO NOT DETACH

PENALTY MAY BE REMITTED BY MAIL (CHEQUE OR MONEY
ORDER ONLY) OR BY DEPOSITING IN BOX PROVIDED AT
CITY HALL. TAG MUST ACCOMPANY PAYMENT.
RECEIPT SUPPLIED ON REQUEST IF SENDER'S NAME AND
ADDRESS ARE FURNISHED.
FURTHER INFORMATION REQUIRED REGARDING THIS
OFFENCE MAY BE OBTAINED FROM THE BYLAW DEPT.,
THE CITY OF RED DEER.

CASH REGISTER FIGURES
CONSTITUTE A RECEIPT
FROM THE CITY OF RED DEER
FOR THE AMOUNT SHOWN

COMPLETE TAG MUST BE PRESENTED.
SEE REVERSE SIDE FOR ADDITIONAL INFORMATION.

D056147

SCHEDULE" D" TO THE HEALTH BY-LAW
COUNCIL POLICY ON SMOKING IN THE WORKPLACE

Council of the City and the Medical Health Officer of the Red Deer Health Unit believe that voluntary and involuntary exposure to smoking is hazardous to health and that significant numbers of the working population of Red Deer may be involuntarily exposed to such hazard in the work place.

Council strongly encourages employers and workers to adopt policies to eliminate or restrict smoking in the work place. Employers are encouraged to consult with workers on the issue and the following are recommended as acceptable minimum criteria:

- (a) the employer/proprietor will take all reasonable steps to ensure that no person shall be involuntarily exposed to smoking in the workplace;
- (b) any smoker may object to the employer or other person having control about smoking in his or her workplace. The employer will attempt to reach a reasonable accommodation, insofar as possible between the preferences of smoking workers and those who do not wish to be exposed to smoke.
- (c) If an accommodation cannot be reached which is satisfactory to all of the affected workers in any given workplace, then the preference of workers who do not want their air polluted by smoking shall prevail and the proprietor shall prohibit smoking in the work place to the end that those workers will work in a smoke-free environment.

BYLAW 2930/87

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

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

1. The following portion of roadway in The City of Red Deer is hereby closed:

"The Southerly 20,000 metres in perpendicular width throughout of Gaetz Avenue (Service Road) including the cut-off, as shown on Plan 531 K.S., of record in the Land Titles Office for the North Alberta Land Registration District, and containing 0.0414 hectares more or less. S.E. 29-38-27-4.
RESERVING 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. 1987.

READ A SECOND TIME IN OPEN COUNCIL this day of , A. D. 1987.

READ A THIRD TIME IN OPEN COUNCIL AND FINALLY PASSED this day of
A. D. 1987

MAYOR

CITY CLERK



STREET

LOT 1
BLK. 1
PLAN 1435 KS

20.0m

(SERVICE RD.)

GAETZ (50)

AVENUE

67

PROPOSED ROAD CLOSURE

BYLAW 2931/87

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

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

1. The following portion of roadway in The City of Red Deer is hereby closed:

(a) "The southerly 15,000 metres in perpendicular width throughout of Centre Street as shown on Plan 5281 H.W. of record in the Land Titles Office for the North Alberta Land Registration District, and containing 0.0302 hectares more or less. S.W. 28-38-27-4.

EXCEPTING THEREOUT ALL MINES AND MINERALS."

(b) "All that portion of Gaetz Avenue, shown as corner cut-off adjoining Lot 1, Block 1, Plan 3289 K.S. of record in the Land Titles Office for the North Alberta Land Registration District, and containing 0.0012 hectares more or less. S.W. 28-38-27-4.

EXCEPTING THEREOUT ALL MINES AND MINERALS."

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

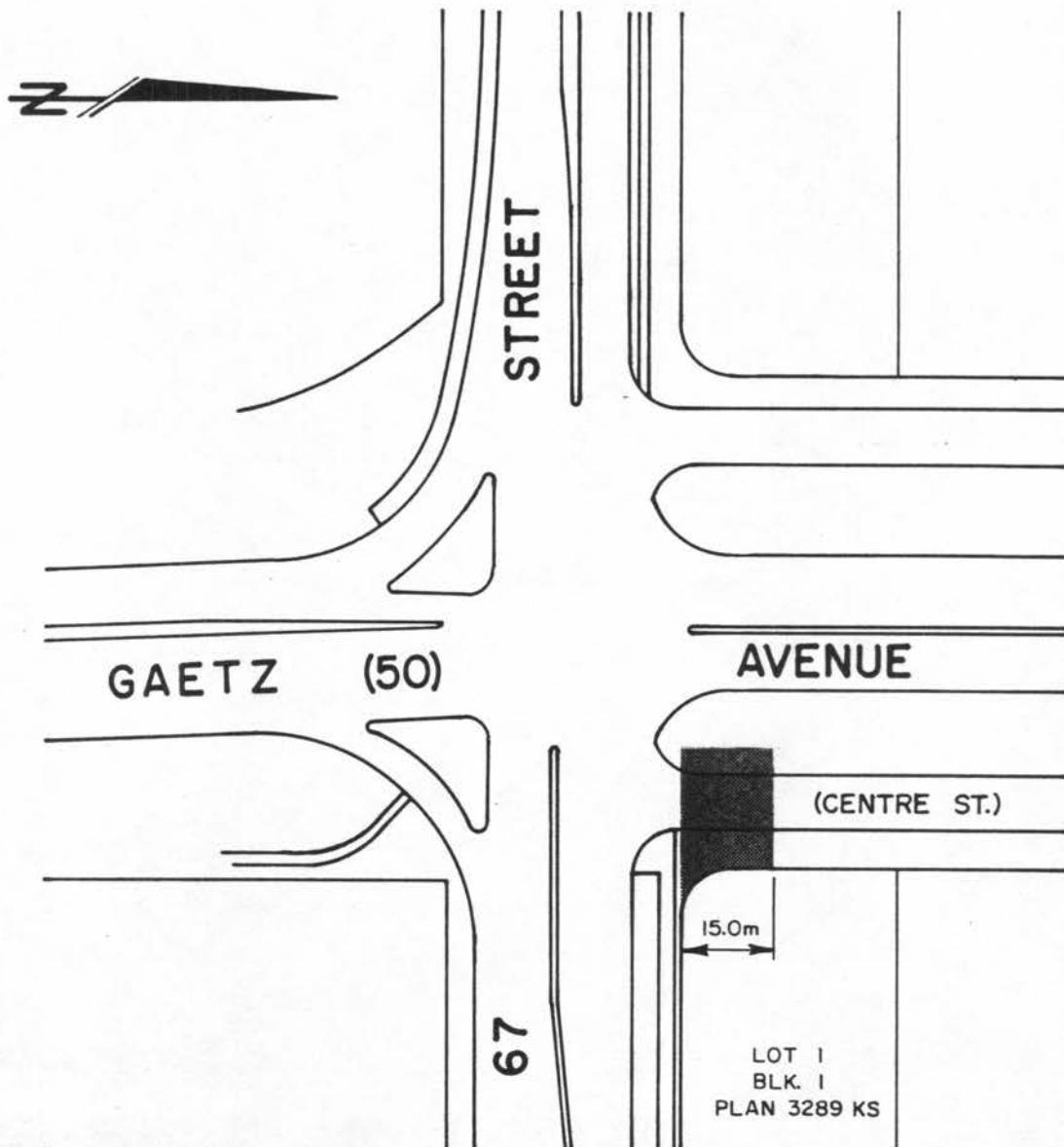
READ A FIRST TIME IN OPEN COUNCIL this day of , A. D. 1987.

READ A SECOND TIME IN OPEN COUNCIL this day of , A. D. 1987.

READ A THIRD TIME IN OPEN COUNCIL AND FINALLY PASSED this day of
A. D. 1987

MAYOR

CITY CLERK



PROPOSED ROAD CLOSURE

HEALTH LIAISON
HEALTH PROMOTION
COORDINATOR
April 6/87



SMOKING BY-LAWS IN CANADA



TABLE OF CONTENTS

	Page
1. INTRODUCTION	1
2. CANADIAN CENTRES WITH SMOKING BY-LAWS	1
3. DEFINITIONS	5
4. SECTIONS OF BY-LAWS	6
a). Banks, financial institutions, and municipal offices	6
b). Bars, beverage rooms, canteens, night clubs, and taverns	8
c). Educational institutions	11
d). Elevators, escalators, and stairways	12
e). Hospitals	14
f). Places of public assembly	16
g). Reception areas	18
h). Restaurants	20
i). Retail shops	22
j). Service counters and lines	24
k). Transportation - School and public buses, bus shelters and taxis	26
l). Washrooms/restrooms	28
m). Workplace	29
n). Other restricted areas	31
1. Personal services establishment	
2. Libraries	
3. Customer area	
4. Real estate, insurance, and lawyer's offices	
5. Voluntary Designation	
5. ENFORCEMENT OFFICES, PENALTIES AND OFFENCES	32
6. PUBLICIZING AND EDUCATION	34
a). Interpretative Guides - Vancouver (1) Brandon (2)	

7.	TABLE 14, SUMMARY OF SMOKING BY-LAWS ACROSS CANADA	41
8.	APPENDIX A	
	a). City of Halifax Ordinance #172, Evaluation Report	43
	b). A Non-Smoking By-law for the 1980's - draft copy	51
	c). Bill 71, Non-Smokers' Protection Act - Ontario	63
	d). Smoking By-law Options grid	69
9.	APPENDIX B	
	a). Criteria for Table 14	73

"AND WHEREAS it has been determined that second-hand tobacco smoke (exhaled smoke and smoke from idling cigarettes, cigars and pipes) is a public nuisance because of its irritating and discomforting properties and is a health hazard because of its impairment, adverse effect and risk to health to the inhabitants of the ...

AND WHEREAS it is desirable for the health, safety, and welfare of the inhabitants of the City of ... to provide for regulating smoking and second hand smoke for the better protection of persons from conditons injurious to health in accordance with the provisions of this by-law:" ;

As evidence increases on the health risk of second-hand smoke, the movement towards the banning of smoking in public places gains in momentum. Smoking by-laws are now in place in 39 Canadian municipalities; many others report progress towards a by-law. Further, previously in-place by-laws are being strengthened with amendments.

Calgary Health Services carried out an informal survey of Canadian Census Metropolitan Areas in February and March, 1984 to determine centres with smoking legislation. This data was later updated and the survey expanded to all Canadian municipalites with smoking by-laws. This report presents the survey results.

The format of the report facilitates a quick review of Canadian smoking by-laws. It provides provincial status and then examines by-law subsections individually to present the extent of smoking prohibition across Canada.

CANDIAN CENTRES WITH SMOKING BY-LAWS BY PROVINCE

Table 1 lists Canadian municipalities with smoking by-laws, by province from East to West Canada, providing pertinent data on origination dates and recent amendments.

TABLE 1

CANADIAN CENTRES WITH SMOKING BY-LAWS BY PROVINCE

Centre	Date of Last Information	Original By-law #	Date of First By-law	Amendments	Date on Latest Copy of Amendments
NEWFOUNDLAND					
No By-laws	1985				
NOVA SCOTIA					
Halifax	1985	172	1980		
Dartmouth	1986	C-557	1985	No	1985
PRINCE EDWARD ISL					
No By-laws	1985				
NEW BRUNSWICK					
Fredericton	1986	212	1985	No	1985
QUEBEC					
* Province-Wide	1986	84	1987?		
* Trois-Rivieres	1984		1978		
Côte Saint-Luc	1986	1867	1985	No	1985
Westmount	1986				
* Alymer	1986	87	1977	No	1977
ONTARIO					
Barrie	1985	81-100	1981	No	1981
Gloucester	1985	227	1975	Yes	1982 By-law 62
Guelph	1984	9437	1977	No	1977
Hamilton	1985	80-253	1981	Yes	1981 By-law 80
Kanata	1986	144-83	1983	No	1983
Kitchener	1984	81-124-P	1981	No	1981
Mississauga	1985	445-79	1979	No	1979
Nepean	1985	112-75	1975	Yes	1983 By-law 77
North York	1985	29256	1973	Yes	1985 By-law 292
Ottawa	1985	144-79	1979	Yes	1985 By-law 144
Pembroke	1985	78-35	1978	Yes	1985 By-law 85
St. Catherines	1985	77-177	1977	Yes	1985 By-law 85
Scarborough	1985	15717	1974	No	1974
Toronto	1985	406-79	1979	Yes	1985 By-law 404
Waterloo	1985	78-39	1978	No	1978
Windsor	1985	6670	1980	Yes	1985 By-law 813

* French copy only

MANITOBA

Brandon	1986	5391	1986	No	1986
Winnipeg	1985	354/83	1983	No	1983

SASKATCHEWAN

Regina	1984	6849	1980	Yes	1981
Saskatoon	1985	6116	1981	No	1981
Moose Jaw	1986	4327	1985	No	1985
Weyburn	1986	85-1597	1985	No	1985

ALBERTA

Calgary	1985	15M85	1985	No	1985
Edmonton	1985	6277	1981	Yes	1985
Lethbridge	1985	3896	1983	No	1983

BRITISH COLUMBIA

Burnaby	1985	6904	1968	Yes	1968 By-law 80
Maple Ridge	1985	3426	1984	No	1984
Vancouver	1986	5994	1986	No	1986
Victoria-	1985	1247	1984	No	1984
Cap. Region					
West Vancouver	1985	3141	1984	No	1984
Richmond	1985	4514	1985	No	1985

DEFINITIONS

All of the by-laws begin with definitions of important words including some, but not all, of the subsection titles. The absence of a definition presents interpretations problems as does the wide variation in wording. Space does not allow for an elaborate discussion of these problems but the author would like to caution the reader in interpreting the tables by noting a few examples of conflicting definitions.

Nepean, Westmount, and Hamilton define a restaurant as having a seating capacity for more than 15 people; in Gloucester to be a restaurant the seating capacity has to be greater than 50. In Calgary and Toronto, the definition does not include seating capacity but the subsection area limits according to seating capacity. There is a large variation in the inclusion and exclusion of such places as drive-ins, take-outs, patio areas, and bars or drinking spots in restaurant definitions. And then there is the simple definition, such as establishments where food or drink can be acquired, which probably presents the most difficulty in restrictive interpretation.

"Hospitals" is another subsection to be careful of in interpretation. Many by-laws do not include a definition. Calgary's excludes nursing homes which are explicitly stated in others. Some hospital definitions include private institutions and dental care.

"Places of Public Assembly" are defined diversely. Some include the gathering of persons for education - which could be interpreted as schools -, for entertainment - which would be interpreted as bars and lounges, or bowling alleys. Others specifically exclude bowling alleys.

.....

There are two enclosures in Appendix A which pertain to definitions:

1. A sample list of definitions in the "A Non-Smoking By-law for the 1980's" p.
2. Calgary's Smoking By-law Options grid which presented low to high restrictiveness options for the 12 subsection areas in the Calgary by-law to Calgary City Council during the development of the by-law p.

SECTIONS OF BY-LAWS

a) Banks, Financial Institutions and Municipal Offices

The major area of concern in these institutions are the service counters and service lines. Almost all by-laws prohibit smoking in service lines, while a majority also ban smoking at counters (see Table 2). Hamilton alone prohibits smoking throughout the institution unless the proprietor designates a smoking area. This designated area can not exceed 50% of the total floor area and signs must clearly identify smoking and non-smoking areas. Hudson Bay also prohibits smoking in these facilities but exempts designated staff offices. Mississauga's by-law in addition to prohibiting smoking at service counters and service lines, allows other areas of municipal offices or buildings to be designated as non-smoking.

Both Côte Saint Luc and Westmount in Quebec prohibit smoking, except in designated areas, in municipal offices only. Côte Saint Luc may include banks and financial institutions under its item 8, "Smoking is prohibited in the customer area of all business establishments."

TABLE 2

**SMOKING BY-LAW REGULATIONS GOVERNING BANKS, FINANCIAL
INSTITUTIONS, AND MUNICIPAL OFFICES**

	Proprietor MAY designate no-smoking area	No-smoking area MUST be designated	No-smoking area MAY be \geq 50% of total area	Service Counters	Service Lines	SMOKING PROHIBITED	"No-smoking" signs MUST be clearly visible	Ask smokers to desist	Make reasonable effort to enforce	Proprietor MUST	Familiarize staff with by-law
Barrie			X	X		X			X		X
Brandon			X	X		X					
Calgary			X	X		X	X				
Côte Saint Luc			Smoking prohibited in customer area - Signage required								
Dartmouth			X*	X		X					
Edmonton			X	X		X					
Gloucester			X	X		X					
Hamilton	X	X		X		X					
Halifax			X	X		X					
Kanata			X**	X		X					
Kitchener			X	X		X					
Lethbridge			X	X		X					
Maple Ridge			X	X		X					
Mississauga	X		X	X		X					
Moose Jaw			X	X		X					
Nepean				X		X					
North York				X		X					
Ottawa			X	X		X					
Pembroke				X		X					
Regina			X	X		X					
Richmond			X	X		X					
Saskatoon			X	X		X					
Toronto			X	X		X					
Vancouver			X	X		X					
Victoria			X	X		X					
Waterloo	X		X	X		X		X		X	
West Vancouver			X	X		X					
Weyburn			X	X		X					
Windsor			X	X		X		X		X	
Winnipeg			X	X		X					

* "including unenclosed areas behind service counters"

** "or in an office within 5 feet of a service counter"

b) Bars, Beverage Rooms, Canteens, Lounges, Night Clubs and Taverns

These facilities are not included in the majority of smoking by-laws. Calgary, alone, provides a subsection for beverage room or lounges and uses the same restrictions that it applies to restaurants. Other municipalities (see Table 3) include one or more of the above classifications under their definition of restaurant or lists them in conjunction with restaurants, and thus restrict as a restaurant.

Taverns/cocktail lounges, etc. are excluded from the smoking prohibition in a number of by-laws, e.g. Moose Jaw, Saskatoon, Regina under the definition of "Retail Shops", Brandon under the definition of "Restaurant".

TABLE 3

SMOKING BY-LAW REGULATIONS GOVERNING BARS, BEVERAGE
ROOMS, CANTEENS, LOUNGES, NIGHT CLUBS AND TAVERNS

	Proprietor MAY designate no-smoking area(s)	All lounges, etc. where seating capacity ≥ 10 patrons	where seating capacity ≥ 40 patrons	≥ 15% of seating capacity	≥ 20-25% of seating capacity	≥ 30-35% of seating capacity	Decided by proprietor	Identify designated area	Be posted at entrance / outside	Familiarise staff with by-law	Make reasonable effort to enforce	Request smokers desist	Determine patron's preference in advance	Arrange smoke-free seating area	Separate sections with movable dividers
Calgary		X				X	X				X				
Dartmouth	X						X	X						X	
Edmonton		X	X				X								
Halifax	X						X	X						X	
Hudson Bay		X					X								
Lethbridge		X	X				X								
Maple Ridge	X						X	X							
Vancouver	X						X						X	X	
West Vancouver		X	X	X			X								
Weyburn	X						X	X					X		
Winnipeg		X									X		X		

D large rest in Calgary - 2 quiet tables for non-smoking section

c) Educational Institutions

These institutions are seldom included in smoking by-laws due to self governing policies. In Calgary, for example, both the Calgary Board of Education (public schools) and the Calgary Catholic Board of Education (separate schools) have policies which prohibited smoking on school property unless an area has been designated by the school principal. Similarly, the Southern Alberta Institute of Technology, prohibits smoking in classrooms, shops, labs, physical education centre and a large section of their cafeteria.

Two by-laws, North York and Westmount, prohibit smoking in schools except in offices and designated areas. North York's by-law further details that where the majority of students are above age 18, the school authority can designate up to 50% of non-classroom area for smoking provided the first 13.1 square meters has been allocated as a non-smoking area. Brandon's by-law subsection is titled "Educational Institution" and is defined as:

"an institution whose primary purpose is the educating of persons in any field of knowledge or trade, who grants generally accepted degrees, diplomas, or certificates of standing, and whose funds are in major part supplied through municipal, provincial, and/or federal government funds".

This latter by-law prohibits smoking except in designated areas.

Pembroke's law subsection which may be considered to cover schools is titled "institutions", and prohibits smoking in any classroom, area of instruction or laboratory. Signs must be clearly visible. There are a number of by-laws, for example, Richmond and Capital Regional District (Victoria), which include education in their definition of Place of Public Assembly but the restrictions under this subheading do not appear to apply to classroom situations.

Although the bill has not received royal assent at the time of this writing, Ontario's Bill 71, "Non-smokers Protection Act, 1985" (see Appendix A) prohibits smoking in educational institutions and school buses. N. Sterling, MPP, who introduced the bill, defines educational institutions as day care centres, nursery schools, elementary and secondary schools to which students have access.

d) Elevators, Escalators, and Stairways

There are only 12 by-laws which prohibit smoking on all three of the above: most restrict on elevators and escalators, and in two, Westmount's and Burnaby's, the prohibition is limited to only elevators (see Table 4).

Generally, the signage requirement is simply for clear and conspicuous posting of "no-smoking" signs. However, four municipalities, Kanata, Hamilton, Nepean, and North York, are more implicit and require either that the posting be on the interior wall facing the door, or visible upon entering.

As shown in Table 4, only Barrie and Waterloo require the proprietor to familiarize staff with the by-law and prevent violations.

TABLE 4

SMOKING BY-LAW REGULATIONS GOVERNING ELEVATORS,
ESCALATORS, AND STAIRWAYS*

	SMOKING PROHIBITED			"NO-SMOKING" SIGNS			PROPRIETOR MUST	
	In Elevators	On Escalators	On Stairways	Conspicuously posted	Posted on interior wall facing door	Posted on interior wall or outside	Familiarize staff with by-law	Try to prevent violations
Aylmer								
Barrie	X	X		X			X	X
Brandon	X	X	X	X				
Burnaby	X			X				
Calgary	X	X		X				
Côte Saint Luc	X			X				
Dartmouth	X	X	X	X				
Edmonton	X	X		X				
Gloucester	X	X	X	X				
Halifax	X	X	X	X				
Hamilton	X	X	X	X	X			
Kanata	X	X	X	X		X		
Kitchener	X	X		X				
Lethbridge	X	X		X				
Maple Ridge	X	X		X				
Mississauga	X	X		X				
Moose Jaw	X	X	X	X				
Nepean	X	X		X	X			
North York	X	X	X	X	X	X		
Ottawa	X	X	X	X				
Regina	X	X		X				
Richmond	X	X	X	X				
Saskatoon	X	X	X	X				
St. Catharines	X	X		X				
Toronto	X	X		X				
Vancouver	X	X	X	X				
Victoria	X	X	X	X				
Waterloo	X	X		X			X	X
West Mount	X			X				
West Vancouver	X	X		X				
Weyburn	X	X		X				
Windsor	X	X		X				
Winnipeg	X	X		X				

* Does not apply to elevators and escalators covered under other specific acts

e) Hospitals

Although this subsection is titled "hospitals", it may be covered in other by-laws under such headings as "Health Care Facilities", "Patient Facility", "Medical Care Facilities", or "Health Clinics". There are considerable wording variations, however the majority of by-laws restrict smoking in hospital patient care areas. All provide exceptions (see Table 5) and usually these exceptions are required in writing. Only four by-laws require smoke-free accommodation to be provided upon request, and one of these adds "if available".

Sign requirements include both permissive, "Smoking in this area only" and prohibitory signs. Barrie's by-law is the only one which requires hospital administration to make a reasonable effort to prevent violations and additionally requires that staff be familiar with the by-law.

TABLE 5

SMOKING BY-LAW REGULATIONS GOVERNING HOSPITALS*

	SMOKING PROHIBITED				SMOKING AREAS				SMOKING ALLOWED WITH WRITTEN PERMISSION		SMOKE-FREE ROOMS	SIGNS		HOSPITAL ADMIN.	
	In facility	Patient care area	Area of access/public	May be designated	> 50% of floor area	Private rooms	Proprietor designated areas	Staff cafeterias	Personal physician	Of other patients	Of other patients	Upon request	Upon request, if available, if smoking in this area only	"No-smoking" clearly designated to enforce	Familiarize staff with by-law
Aylmer															
Barrie	X	X	X	X					X			X	X	X	X
Brandon	X			X								X	X		
Calgary			X			X						X	X		
Côte Saint Luc	X					X	X						X		
Dartmouth			X	X	X	X				X		X	X		
Edmonton		X	X	X	X	X		X				X	X		
Gloucester		X		X							X	X	X		
Halifax		X	X	X	X	X		X				X	X		
Hamilton		X	X	X	X			X	X			X	X		
Hudson Bay	X					X							X		
Kitchener		X	X	X	X			X				X	X		
Lethbridge	X	X	X	X	X	X						X	X		
Maple Ridge		X	X	X	X							X	X		
Mississauga		X	X	X	X			X			X	X	X		
Moose Jaw	X					X			X			X	X		
North York		X	X	X	X			X	X			X	X		
Ottawa		X		X				X			X	X	X		
Pembroke		X		X				X				X	X		
Regina		X										X			
Richmond	X					X							X		
Saskatoon	X			X		X	X		X				X		
Toronto		X	X	X	X			X	X			X	X		
Vancouver	X											X			
Victoria	X					X							X		
West Vancouver	X		X		X							X	X		
Westmount	X					X							X		
Weyburn			X			X	X					X	X		
Windsor		X	X	X	X			X				X	X		
Winnipeg		X		X								X	X		

* This area may be designated as "Health Care Facilities", "Patient Care Areas", "Medical Care Facilities", or "Health Clinics."

f) Place of Public Assembly

Smoking in the above locations is prohibited in most jurisdictions unless areas are designated (see Table 6). Usually smoking areas are limited to 50% of the total area with both Hamilton and North York requiring a more severe limitation of 40%. In Calgary's by-law, the proprietor is allowed discretion to determine whether a no-smoking section will exist.

As can be seen from Table 6, clearly visible permissive and prohibitory signs are required in most by-laws but few jurisdictions make demands on the proprietor to support or encourage by-law compliance. Three by-laws make further requirements in theatres.

TABLE 6

SMOKING BY-LAW REGULATIONS GOVERNING PLACES OF PUBLIC ASSEMBLY

	Proprietor may designate "no-smoking" areas	Any place of public assembly	Theatres	Specified buildings or areas	Entertainment complexes	5-50% of total area	5-60% of total area	No smoking signs clearly visible	Smoking permitted signs clearly visible	Smaller size signs by-law	Make reasonable effort to enforce	Provide sufficient ashtrays, etc.	Request smokers desist	Visual and verbal announcement	Visual or verbal announcement	THEATRE'S MUST MAKE
Aylmer	X	X			X		X	X	X	X						
Barrie		X					X									
Brandon							X									
Calgary	X												X			
Côte Saint Luc		X					X									
Dartmouth	X	X	X	X	X	X*	X	X								
Edmonton	X	X					X	X								
Gloucester	X	X					X	X				X				
Halifax	X	X	X	X	X	X	X	X								
Hamilton	X	X				X	X	X					X			
Hudson Bay		X	X				X	X								
Kanata		X		X	X		X	X								
Kitchener	X	X	X		X		X	X								
Lethbridge	X	X			X		X	X								
Maple Ridge	X	X	X		X		X	X								
Mississauga	X	X	X		X		X	X								
Moose Jaw		X					X									
Nepean	X	X	X	X	X		X	X					X			
North York		X	X			X	X	X							X	
Ottawa	X	X					X	X				X				
Pembroke				X			X									
Regina	X	X			X		X	X				X				
Richmond			X		X		X	X								
Saskatoon		X	X				X	X								
Toronto	X	X	X		X		X	X								
Vancouver		X			X			X								
Victoria		X			X*		X	X								
Waterloo	X	X	X		X		X	X	X	X						
West Vancouver		X			X		X	X								
Westmount		X	X	X			X									
Weyburn		X			X		X	X				X				
Windsor	X	X	X		X		X									
Winnipeg		X			X		X					X				

* cannot include seating areas or display areas

g) Reception Areas

This subsection contains considerable variation in degree of restrictive legislation from allowing the proprietor's discretion whether to establish a non-smoking area to the opposite clearly structured requirements for non-smoking areas as in Hamilton's By-law No. 258;

- "(2) Subject to The Fire Marshals, and except for a reception area,
 - (a) accessory to an office or premises where health care services are provided; or
 - (b) having a total floor area of less than 13.1 square meters,the proprietor may designate an area of not more than 50% of the floor area of the reception area for the purpose of smoking.
- (3) Where an area is designated under subsection 2 of section 8, at least 13.1 square metres shall be allocated as a non-smoking area."

Usually smoking is prohibited in health care service areas, but can be designated elsewhere (see Table 7).

Kitchener and Toronto impose fines on proprietors who fail/neglect to effect requirements i.e. provide required "no-smoking" area and signage, however only five jurisdictions, Barrie, Calgary, Waterloo, Windsor and Winnipeg require the proprietors to make some effort to enforce and/or to ensure that staff are knowledgeable re the by-law.

TABLE 7

SMOKING BY-LAW REGULATIONS GOVERNING RECEPTION AREA

	Proprietor May designate no-smoking areas	In entire area	In undesignated areas	In health care services	Doctor's and dentist's waiting rooms	> 50% of total area	> 13.1 sq meters	> 9.3 sq meters	100 sq feet	"No-smoking" clearly visible	Smoking in this area only clearly visible	Familiarize staff with by-law	Make reasonable effort to enforce	Request smokers desist
Aylmer														
Barrie		X	X		X					X	X	X	X	
Brandon		X			X					X				
Calgary	X									X				X
Côte Saint Luc*														
Dartmouth	X				X					X				
Edmonton			X	X	X					X	X			
Gloucester	X									X				
Halifax			X		X					X	X			
Hamilton			X	X	X	X				X	X			
Hudson Bay	X													
Kanata	X									X				
Kitchener			X	X	X	X				X	X			
Lethbridge			X		X					X	X			
Moose Jaw	X									X				
Nepean			X	X	X		X			X	X			
North York			X	X	X	X	X			X	X			
Ottawa	X									X				
Pembroke				X						X				
Regina	X									X				
Richmond	X				X	X				X				
Saskatoon	X									X				
Toronto			X	X	X		X			X	X			
Vancouver			X		X	X				X	X			
Victoria			X		X	X				X	X			
Waterloo			X	X	X					X	X	X	X	
Westmount*										X				
Weyburn	X									X				
Windsor			X		X					X	X	X	X	
Winnipeg	X									X		X		

* Customer area/public area see page 31

h) Restaurants

This by-law subsection offers the most variation in restrictive legislation with 15 municipalities leaving the decision to offer no-smoking areas to the proprietor, seven require all restaurants to provide non-smoking areas, and the remaining by-laws stipulate requirement by seating capacity of the restaurant. (Seating capacity also may be stated in the definition of a restaurant as is done in Gloucester's, Hamilton's, Nepean's and Westmount's. As the definition section preceeds all other sections, these limitations could be easily overlooked.) Additional restrictions are found in nine by-laws which require a percentage of seating capacity to be reserved for non-smoking guests. (see Table 8). Signs have to clearly define the non-smoking area and in a number of instances are required to be posted outside the restaurant.

Although there are a limited number of by-laws requiring proprietor's action on enforcement or staff education, a few do take more stringent restrictions such as smoke-free areas, advance determination of patron's preference, and movable dividers.

"...shall direct members of his staff or shall personally ask each patron whether he prefers a seat in the smoking area, or non-smoking area before directing that person to the preferred area. The proprietor of any restaurant which takes advance reservations by telephone for service at the restaurant shall direct members of his staff who take the reservations to ask or shall personally ask the patron who makes the reservation at the time the reservation is made or placed whether the person or persons for whom seats are being reserved prefers or prefer, whichever is the case, "a seat in the smoking or non-smoking area". (City of Toronto Executive Report No. 10, p. 45).

TABLE 8

SMOKING BY-LAW REGULATION GOVERNING RESTAURANTS

	Proprietor may designate no smoking area(s) All lounges, etc. Where seating capacity ≥ 10 patrons ≥ 40 patrons capacity ≥ 15% of seating capacity ≥ 20-25% of seating capacity ≥ 30-35% of seating capacity Decided by proprietor Identify designated area Be posted at entrance / outside Familiarise staff with by-law Make reasonable effort to enforce Request smokers desist Determine patron's preference in advance Arrange smoke-free seating area Separate sections with movable dividers	NO-SMOKING AREA MUST BE DESIGNATED IN	NO-SMOKING AREA MUST BE	NO- SMOKING SIGNS MUST	PROPRIETOR MUST
Aylmer					
Barrie	X		X	X	X
Brandon		X**	X		X
Calgary		X	X	X	
Côte Saint Luc	X	X*	X		
Dartmouth	X		X	X	X
Edmonton	X		X		
Gloucester	X		X	X	X
Halifax	X		X	X	X
Hamilton	X	X	X		X
Hudson Bay	X		X		
Lethbridge	X	X	X		
Maple Ridge			X		
Mississauga	X		X		
Moose Jaw	X		X		
Nepean	X		X	X	X
Ottawa	X		X	X	X
Pembroke	X		X	X	X
Regina	X		X		
Richmond	X	X	X	X	X
Saskatoon	X		X		
Toronto		X	X		
Vancouver	X	X	X	X	
Victoria	X	X	X	X	X
Waterloo	X		X	X	X
Westmount	X*	X	X		
West Vancouver	X	X	X	X	
Weyburn	X		X	X	X
Winnipeg	X		X	X	X

* except where seating is less than 15

** seating capacity equal to or greater than 50

i) Retail Stores

The definitions covering retail stores provide a multitude of within- store exemptions - restaurants, lunch counters, rest rooms, staff offices and lounges, hairdressing and barber shops, and refreshment stands, which may increase the difficulty of public interpretation and compliance (see Table 9). Stores in which the major business involves tobacco are usually exempted; the exceptions being Regina and Weyburn by-laws which allow the proprietor of a tobacco store to designate no-smoking areas if so desired.

TABLE 9

SMOKING BY-LAW EXCEPTIONS TO RETAIL STORES

	Restaurant	Lunch counter	Rest room	Staff offices and/or rest areas	Hairdressing parlour	Barber shop	Employee lounges	Enclosed area with public access	Refreshment stand	Area with no public access
Aylmer										
Barrie	X	X	X	X	X	X				
Burnaby	X	X	X	X	X	X				
Côte Saint Luc					X					
Dartmouth	X					X		X	X	
Edmonton*			X	X	X	X				
Gloucester	X			X						
Guelph	X	X	X		X					
Halifax	X			X			X	X		
Hamilton		X	X	X	X	X			X	
Hudson Bay				X						
Kitchener	X	X	X	X	X	X				
Lethbridge			X	X	X	X				
Maple Ridge										X
Mississauga			X	X	X	X				
Moose Jaw	X									
Nepean	X	X	X	X	X					
North York	X	X	X	X						
Ottawa	X	X	X	X	X	X				
Pembroke	X	X	X	X	X	X				
Regina	X	X	X	X						
Richmond	X	X	X	X						
Saskatoon			X	X	X	X				
Scarborough	X	X	X	X						
St. Catharines	X	X	X	X	X	X				
Toronto			X	X	X	X				
Victoria	X	X	X	X						
Waterloo	X	X	X	X	X	X				
Weyburn	X	X	X	X						
Windsor	X	X	X	X	X	X				
Winnipeg*	X	X	X	X						

* Unless such restaurants or lunch counters are designated as non-smoking

Retail Stores (cont.)

As shown in Table 10, the majority of by-laws require prohibition of smoking in retail stores; Calgary being the only jurisdiction which gives the proprietor discretion regardless of staff size. Four have restrictions based on staff number. While all require restrictive/permission signage, few require any proprietor action towards enforcement and compliance.

All listed jurisdictions, excepting Scarborough and St. Catharines, have prohibition of smoking in services lines (see Table 11). West Vancouver limits its retail store restrictions to service lines.

TABLE 10

SMOKING BY-LAW REQUIREMENTS GOVERNING RETAIL STORES

	"NO-SMOKING" MAY BE DESIGNATED		SMOKING MUST BE PROHIBITED		NO-SMOKING SIGNS		PROPRIETOR MUST	
	In all stores	Where staff ≤ 9	In $\geq 25\%$ total area	Where staff is ≥ 10	At entrance	"Smoking in this area" only	Make reasonable effort to enforce	Request smokers desist
								Familiarize staff with by-law
Aylmer								
Barrie		X		X		X		X
Burnaby		X		X	X			
Calgary	X			X			X	
Côte Saint Luc	See "Other" restricted areas p. 29							
Dartmouth		X		X				
Edmonton		X		X				
Gloucester		X		X				
Guelph			X	X		X		
Halifax		X		X				
Hamilton		X		X				
Hudson Bay		X						
Kitchener		X		X		X		
Lethbridge		X		X				
Maple Ridge		X		X				
Mississauga		X		X				
Moose Jaw		X		X				
Nepean		X		X				
North York			X	X				
Ottawa		X		X				
Pembroke	X		X	X				
Regina		X		X				
Richmond		X		X				
Saskatoon		X		X		X		
Scarborough			X	X				
St. Catharines			X	X				
Toronto		X		X				
Victoria		X		X				
Waterloo		X		X		X		X
Weyburn		X		X				
Windsor		X	X	X				
Winnipeg		X		X				

j) Service Counter and Lines

There is a complete prohibition of smoking in services lines when this subsection is included in a by-law. Service counters, however, are not so inclusive as shown in Table 11. While many by-laws do not define counters, others implicitly detail area covered. Kanata's by-law includes "in an open office area within 5 feet of a service counter", and Dartmouth's states "any premise including unenclosed areas behind such service counters normally occupied by employees".

Prohibitive signage is required to be clearly visible in all by-laws excepting Windsor; but only three by-laws require proprietor action in enforcement and/or staff education.

TABLE 11

SMOKING BY-LAW REGULATIONS GOVERNING SERVICE COUNTERS AND LINES

	SMOKING PROHIBITED AT SERVICE COUNTERS IN							PROPRIETOR MUST		
	Smoking prohibited in any service line	All facilities	Banks	Financial Inst.	Municipal offices	Public utility offices	Offices	"No-smoking" signs clearly visible	Familiarize staff with by-law	Try to prevent violations
Aylmer										
Barrie	X		X	X	X			X	X	X
Brandon	X	X	X	X	X	X	X	X		
Calgary	X	X	X	X	X	X		X		X
Côte Saint Luc*										
Dartmouth	X	X	X	X	X	X	X	X		
Edmonton	X		X	X			X	X		
Gloucester	X		X	X	X			X		
Halifax	X	X	X	X	X	X	X			
Hamilton	X		X	X	X			X		
Kanata	X	X	X	X	X	X	X	X		
Kitchener	X		X	X	X			X		
Lethbridge	X		X	X			X	X		
Maple Ridge	X		X	X	X	X	X	X		
Mississauga	X		X	X	X			X		
Moose Jaw	X	X	X	X	X	X	X	X		
Nepean	X							X		
North York	X							X		
Ottawa	X		X	X	X			X		
Pembroke	X							X		
Regina	X		X	X	X			X		
Richmond	X		X		X			X		
Saskatoon	X	X	X	X	X	X	X	X		
Toronto	X		X	X	X			X		
Vancouver	X		X	X				X		
Victoria	X		X		X			X		
Waterloo	X		X	X	X			X	X	X
West Vancouver	X		X	X	X			X		
Weyburn	X		X	X	X			X		
Windsor	X		X	X	X					
Winnipeg	X		X		X			X		

* Customer area of all business establishments (see definitions p.31)

k) Transportation - School and Public Buses, Bus Shelters,
and Taxis

In all Canadian by-laws including this subsection, there is a complete prohibition of smoking in school buses with the requirement of clearly visible "no-smoking" signs. However, since the jurisdiction covering schools is usually held by school officials, this by-law report does not adequately show appropriate school bus smoking legislation.

Public buses also may be covered under another by-law, for example Calgary By-law #4M81 prohibiting smoking in any transit vehicle was in effect prior to Smoking By-law #15M85, and still remains in effect. In by-laws which do cover this subsection, there is a complete prohibition of smoking on public buses and transit vehicles with the requirement of "no-smoking" signs. Only one, Pembroke's, requires enforcement by the operator. (see Table 12).

In subsections covering regulations re smoking in taxis, approximately half of the by-laws require prohibition upon request of passenger/driver; the other half allow smoking upon consent of passenger/driver. The latter places the onus on the smoker thus appearing to be more effective. All require clear signage.

TABLE 12

SMOKING BY-LAW REGULATIONS GOVERNING TRANSPORTATION
RELATED AREAS

	SCHOOL BUS				PUBLIC BUS		BUS SHELTER	TAXI	
	Smoking Prohibited	"No-smoking" signs clearly visible	Smoking Prohibited	"No-smoking" signs clearly visible	Operator must enforce	Smoking Prohibited	Upon REQUEST of passenger of	Upon CONSENT of driver/passenger	PASSENGER PROHIBITED
Aylmer	X	X	X	X	X	X	X	X	X
Brandon									
Calgary		X	X				X	X	X
Dartmouth	X	X	X	X	X	X			
Edmonton	X	X			X	X	X	X	X
Fredericton		X	X						
Gloucester	X	X				X	X		X
Halifax	X	X	X	X	X	X			
Hamilton	X	X					X	X	X
Kitchener	X	X							
Lethbridge	X	X							
Maple Ridge	X	X	X	X					
Mississauga	X	X				X		X	
Moose Jaw	X	X	X	X		X			
Nepean							X	X	
North York	X	X							
Ottawa	X	X			X	X	X	X	
Pembroke			X	X	X				
Regina	X	X	X	X		X	X		
Richmond	X	X	X	X			X	X	
Saskatoon	X	X	X	X					
Toronto	X	X							
Vancouver	X	X	X	X	X	X	X	X	
Victoria	X	X	X	X			X	X	X
West Vancouver	X	X	X	X					
Weyburn						X	X		
Windsor	X	X					X		
Winnipeg	X	X	X	X	X	X			

1) Washrooms, restrooms, or lavatory facilities

Only three by-laws, Dartmouth, Halifax, and Calgary, refer specifically to this location. Dartmouth and Halifax prohibit smoking in restrooms, while Calgary's leaves the decision of "no smoking" areas to the proprietor is responsible not only for prohibitory signage but for a degree of enforcement. In other jurisdictions smoking is permitted in restrooms in retail stores as one of the exempt areas (see Table 8).

a) Workplace

Effective September 1, 1986 and December 1, 1986, Victoria and Vancouver respectively, will become the first Canadian cities to include the workplace in their smoking by-laws. Although there remains some concern for the legal aspects involved, other municipalities are presently discussing workplace inclusion.

It was San Francisco's 1983 smoking by-law which provided the model and incentive for the Canadian cities. The following is a brief report of this ordinance:

"... every office workplace employer, both public and private within the City of San Francisco must adopt a smoking policy which seeks to accommodate the needs of both nonsmokers and smokers. If such an accommodation satisfactory to nonsmokers in a given office cannot be reached, then the preferences of the nonsmoking employees shall prevail, and the employer must prohibit smoking altogether in that workplace. This ordinance clearly recognizes that the right of nonsmokers to a healthy working environment takes precedence over any right of workers to smoke and it clearly gives nonsmokers the right to pursue relief from second-hand smoke in offices until they are truly satisfied that their health and work productivity will no longer suffer. The ordinance also requires that each workplace policy be conspicuously posted and that signs be placed wherever smoking is prohibited. A civil penalty of an amount not to exceed \$500 may be imposed against an employer who fails to comply with the ordinance for each day on which a violation occurs".

San Francisco Chronicle, May 17, 1983.

n) Other restricted areas

1. Personal services establishments - defined as "an establishment in which a person provides a service to or on the body of another person, and includes but not limited to a barber shop, beauty parlor, health spa, massage parlor, tattoo shop, sauna, and steam bath"
Richmond and Victoria restrict smoking in these establishments if they have a seating capacity of more than ten persons. Non-smoking areas must be equal to or greater than 25% of total seating capacity. Seating must be arranged to be contiguous to provide a non-smoking area. Signs must be clearly visible.
2. Libraries - Libraries are occasionally mentioned in "public assembly" subsections where they are excepted from the total floor calculations determining smoking areas. Kanata's by-law devotes a subsection to libraries, prohibiting smoking except in staff offices. Signage must not only be conspicuously posted throughout the library but is required at all entrances.
3. Customer area/public area - These terms are used by Côte Saint Luc and Westmount respectively to apply to areas used by the public to purchase, order, and obtain goods, wares or services or while waiting therefore with the exclusion of private offices or rooms.
4. Real estate, insurance, accountant, lawyer and all other such public service offices are included in Hudson Bay's definition of "Business Office". Smoking is prohibited except in designated staff offices.
5. Voluntary Designation - Brandon
Any proprietor or managing body of a business or institution not covered by the mandatory provisions of this by-law may nevertheless designate any part or all of such business or institution as a "no smoking" area and, if such area is appropriately signed, will enjoy the force and authority of this by-law.

ENFORCEMENT OFFICERS, PENALTIES, AND OFFENCES

The enforcement of smoking by-laws is mainly self-regulating by individual citizens, i.e. the existence of the by-law and the required signage act as a deterrent for the smoker and provide legal support for the non-smoker to request smoke-free spaces. Rather than being inferred as is the case in most by-laws, Côte Saint-Luc's bylaw states that the proprietor:

"shall be in contravention of the present by-law if such person refuses or neglects, upon a complaint received from a person to request someone smoking to cease or else leave the area where smoking is prohibited."

Proprietors, in the majority of by-laws, are required to make reasonable effort at the prevention of violations. The convictions which have occurred have usually been for lack of compliance with signage regulations. Toronto and Kitchener state in each by-law subsection, that failure or neglect on the part of the proprietor will lead to a fine, while in the other by-laws the penalty subsection covers offenders. When formal complaints are received, the by-laws differ in enforcement officers (see Table 13).

Westmount adds a provision not found in other by-laws. If the offender is in default of immediate payment, he/she shall be liable to imprisonment of not more than two months, but such imprisonment shall cease on payment of such fine and costs.

TABLE 13

SMOKING BY-LAW ENFORCEMENT OFFICERS, PENALTIES AND OFFENCES

	ENFORCEMENT OFFICERS						FINES			
	Police	City Legal Department	By Law Enforcement Officer	Building/Planning/License Inspectors	Public Health Officials	Minimum Fine	Maximum Fine	Additional Penalty With Each Offence	Prosecutions	Convictions
Aylmer										
Barrie	X					50		0		Minor
Brandon	X					100	X			
Burnaby				25		500				
Calgary			X	X		500		1		
Côte Saint Luc			X		25	500				
Dartmouth						*200/500				
Edmonton		X				500		14	12	Minor
Fredericton				25		500		0	0	None
Gloucester	X			25		2000	X	0		None
Guelph				25		1000		0		None
Hamilton			X			1000		0		Minor**
Halifax						*200/500		0	0	Minor
Hudson Bay				10		100				
Kanata		X				2000				
Kitchener			X			2000		0		Minor
Lethbridge		X				100		1	0	None
Maple Ridge		X				500				None
Mississauga		X				1000		0	0	
Moose Jaw				25		500				
Nepean		X				1000		0	0	None
North York		X				1000		0	0	None
Ottawa	X		X	25		2000	X	19	?	
Pembroke	X					25		0		Minor
Regina			X	X	25	500	X			
Richmond	X		X	X	25	500	X		1	
Saskatoon	X			25		500		0		None
Scarborough						50				
St. Catharines	X					2000		0		None
Toronto				X		1000		7	4	Minor
Trois Rivières	X			10		100				
Vancouver						2000				
Victoria				25		500	X			
Waterloo	X					25		0		None
Westmount						300				
West Vancouver		X				500				
Weyburn	X			25		500	X			
Windsor	X					*1000		0	0	***
Winnipeg	X					*100/500		0		None

* fines differ for individuals and corporations

** hospital compliance is a major problem

*** 790 signatures on a petition for the by-law repeal, No action taken

PUBLICIZING AND EDUCATION

Other than the required official announcement of the passing of the by-law additional efforts at publicizing smoking by-laws do not appear to have been a frequent practice. Rather, public interest has been generated by the media - the more controversy, the more media attention, and the greater public awareness of the by-law.

Winnipeg, prior to implementation of their by-law in December, 1983, had an educational campaign with advertising on buses, billboards, and newspapers. Toronto, also has provided several educational programs supplemented with either printed material or written notices outlining specific requirements of the by-law. This latter city report excellent compliance from businesses.

Each summer, Ottawa hires students whose educational task is to inform the public re the benefits of having a choice between smoking and non-smoking restaurant areas, to persuade and to help restaurant owners implement a non-smoking area, and to inform restaurant owners of the by-law signage requirements. Additionally in Ottawa, the City Council, the Ottawa Restaurant and Food Service Association, and the Non-Smokers' Association prepared a pamphlet, which is updated every six months, of lists restaurants providing no smoking areas. When a new establishment opens in Ottawa, it is provided with all available information on the provision of non-smoking areas.

North York published a synopsis of their by-law in six newspapers and inserted a by-law notice of the by-law being passed into water bills. In Calgary Health Inspectors of Calgary Health Services distribute a pamphlet, "The Smoking By-law - Calgary By-Law Number 15M85" and discuss by-law requirements in their normal routine inspections of all food establishments. Head offices of banks are also contacted.

In all provinces, publicity and education are provided by provincial and city chapters of the Interagency Council on Smoking and Health. This is usually an indirect type of service and not a campaign. Also, facilitating the success of smoking by-laws is the educational work and lobbying done by the many voluntary organizations such as the Group Against Smokers Pollution and the Non-Smokers Right Association. A No Smoking Council Group in Barrie has targetted many of the restaurants and commercial businesses to provide educational information.

Two examples of interpretative guides follow:.

What about smoking at work?

Every workplace will be expected to have a policy to protect workers from the health hazard of involuntary exposure to smoking in the workplace.

From December 1, 1998, there will be no smoking in any workplace except in designated "smoking area" (see definitions in the Bylaw attached).

In addition to the Bylaw the City Council also passed a Resolution that smoking in the workplace that suggests a reasonable policy for employers or others who control workplace policies.

THE COUNCIL OF THE CITY OF VANCOUVER

Resolution

SMOKING IN WORKPLACES IN THE CITY OF VANCOUVER

The Council of the City of Vancouver and the Medical Health Officer believe that voluntary and involuntary exposure to smoking is hazardous to health and that significant numbers of the working population of Vancouver may be involuntarily exposed to such hazard in the workplace.

Employers and workers are therefore strongly encouraged to adopt policies to eliminate or restrict smoking in the workplace. Employers are encouraged to consult with workers on the issues and the following scenarios are recommended as acceptable minimum criteria:

The employer/proprietor will take all reasonable steps to ensure that no person shall be involuntarily exposed to smoking in the workplace.

AND

Any worker may object to the employer, or other person having control, about smoking in his or her workplace. The employer will attempt to reach a reasonable accommodation, insofar as is possible, between the preferences of smoking workers and those workers who do not wish to have their air polluted by smoking.

AND

"If an accommodation cannot be reached which is satisfactory to all of the affected workers in any given workplace and who do not want their air polluted by smoking, then the preferences of such workers shall prevail and the proprietor shall prohibit smoking in the workplace of such workers to the end that those workers will work in a smoke-free environment."

What signs are needed?

Precise specifications for signs are found in the Bylaw.

The City Health Department is making door decals to many businesses.

The B.C. Lung Association is making available supplies of some signs free of charge. (506 W Broadway, 751-4561)

Many local printers and business suppliers will also be able to supply appropriately worded notices.

How will the City enforce its Bylaw?

Over 40 municipalities in Canada (including most major cities) have similar laws. They rely heavily on common sense and voluntary compliance in the first instance.

However, a compliance procedure for breach of the Health Bylaw exists and there are fines of \$50 minimum to \$200 maximum (plus \$50 per day for a continuing offence).

The Health Unit Office, Environmental Health Department and the Central Office of Vancouver Health Department will provide information on this procedure.

Where can I get more copies of this leaflet or more information?

The Health Unit Offices at:

1000 West 8th Avenue
Vancouver, B.C. V6H 1C4
755-9444

2600 Victoria Drive
Vancouver, B.C. V5N 4J2
672-2511

9090 Main Street
Vancouver, B.C. V5V 3P2
676-6741

800 Commercial Street
Vancouver, B.C. V5L 3Y3
253-5575

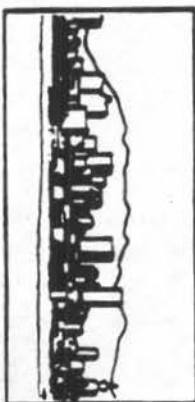
OR

Central Office
Vancouver Health Department
1050 West 8th Avenue
Vancouver, B.C. V6H 1C4
755-2073

Environmental Health
Vancouver Health Department
820 West 8th Avenue
Vancouver, B.C.
V5Z 1E2
673-0232



CITY OF VANCOUVER HEALTH BY-LAW



Prepared by Vancouver Health Department to explain the additions to the Health Bylaw that deal with second hand and sidestream smoke in buildings open to the public and in the workplace.



In May 1986, Vancouver's City Council added to its Health Bylaw regulations dealing with smoking in many indoor public places and in the workplace:

These regulations deal with the health hazard of second-hand and sidestream smoke. This smoke has been shown to cause serious health problems for non-smokers in confined spaces.

The additions to the Health Bylaw are reproduced in full overleaf. A variety of questions are also answered in this leaflet.

(Reference should be made to the Health Bylaw 4387 and the Amending Bylaw 5994 for authoritative information.)

WHY RESTRICT SMOKING?

In recent years there has been increasing medical evidence about the harmful effects of second-hand (exhaled) smoke and sidestream smoke (the smoke from an idle cigarette, cigar or pipe).

The effects on the smoker have been known for decades; however, it is now clear that people become ill, die, or die prematurely as a result of continued involuntary exposure to the gases and chemicals in tobacco smoke.

It is the Medical Health Officer's responsibility to advise City Council about ways to improve the health of the population in Vancouver. Reducing continuing diseases like smoking, tuberculosis and polio was a major and successful focus for public health in the late nineteenth and early twentieth centuries. Reducing involuntary exposure to tobacco smoke may prove to be one of the most effective ways to reduce unnecessary illness and premature death in the late twentieth century.

This is the reason for the new smoking regulations accepted by the Council.

John Blackwood

J. J. BLACKWOOD, M.D. FRCP (C)
Medical Health Officer

Where is smoking banned completely?

From June 9, 1986 **SMOKING IS NOT PERMITTED** in the following areas of buildings generally open to and accessible by the public:

- Elevators
- Exits
- Inside Stairways
- Washrooms
- Reception Areas (if less than 280 square feet/26 square metres)
- Retail Shops
- In proximity to any service line
- At service counters in banks, financial institutions and government offices
- Public buses or other public transport
- Taxi-cabs (unless the driver and all passengers agree otherwise)

AND

The parts of buildings used as:

- Classrooms
- Concert Halls
- Auditoriums
- Gymnasiums
- Swimming Pools
- Indoor Sporting Areas
- Libraries
- Lecture Halls
- Seating areas in theatres or cinemas
- Dayday areas in museums or art galleries
- Parts of schools frequented by pupils up to grade 12
- Areas where food is prepared, cooked or displayed in food establishments



Is smoking permitted in any other building generally open to and accessible by the public?

Because the vast majority of people over 16 in Vancouver are non-smokers then the "norm" is non-smoking. This means that from June 9, 1986 smoking is the exception and smoking areas (see definition in Bylaw overleaf) may be designated in part of the following:

LIMITED SMOKING

Reception areas over 280 square feet/26 square metres
Personal Services Establishments (like hairdressers, beauty salons, spas, etc.)

Restaurants (non-smoking space — over 25% of the seating capacity — must be provided and patrons are to be given the option of seating in smoking or non-smoking area).

"Places of Public Assembly" (see definition in Bylaw overleaf).

In these buildings there is NO SMOKING in the areas mentioned earlier in this leaflet (eg. classrooms, concert halls, libraries, gymnasiums, etc.) EXCEPT that up to 50% of the remaining floor area that is open to and accessible by the public may be designated as a smoking area (eg. lobby in a theatre, concourse in a sports stadium, etc.).

Hospitals, health clinics, medical and dental offices, care facilities or similar places.

Are any buildings that are generally open to the public excluded from these smoking regulations?

EXCLUDED BUILDINGS

Yes. The Bylaw specifically excludes:

- Pool Halls
- Bowling Alleys
- Dance Halls
- Cocktail Lounges
- Public Houses
- Bars

Unless the proprietor wants to designate appropriate areas for smokers and non-smokers.



dates of your customers in this regard. If you take reservations or have a host or hostess leading your customers to the tables, you can easily determine those desires by asking whether they wish to be seated in a smoking or a no-smoking area. In addition, you may use table-top signs to expand or contract this area depending on need at any given time. The bylaw is designed to give you maximum flexibility in this regard.

The only restriction placed on your arrangement is that at least a part of the no-smoking area must be considerably so designated. It is not sufficient simply to select a table at random anywhere in the restaurant and set a no-smoking sign on it when a customer asks for a no-smoking table.

Please consider your air exchange system and existing walls or natural separations when planning your areas. They can assist you in making the no-smoking section as effectively smoke-free as possible.

8. If you operate a TAXICAB service, smoking is permitted in the vehicle ONLY if everyone in the vehicle consents freely. If the driver does not wish smoking to occur, he should simply place a "No Smoking" sign in the vehicle in plain view. If he smokes, however, it would be best to place a sign in the vehicle stating the bylaw i.e. "No person shall smoke in a taxicab without the full consent of all other persons riding in the taxicab at the time."

INFORMATION ABOUT SIGNS

Businesses are free to have signs made that clearly carry the intent of the bylaw but using wording of their choice. Also, any sign carrying the graphic symbol of a cigarette surrounded by a green circle (for designated smoking area) or surrounded by a red circle with a red slash through the cigarette (for no-smoking area) is acceptable. Should you wish to take advantage of signs that have already been prepared, you will find a variety available at no charge through the Brandon Chamber of Commerce, the Manitoba Lung Association and the Canadian Cancer Society. The offices of the latter two organizations are in the First Street Plaza. Included are sticker, decal, wall and table types.

OTHER INFORMATION

1. **Implementation —**
The bylaw comes into effect on June 2nd, 1998. We encourage you to prepare your establishment for its implementation.
2. **Penalty —**
The bylaw provides for a maximum fine of \$100.00 for violation of its provisions.
3. **Enforcement —**
Responsibility for enforcing the bylaw rests with the City of Brandon Police Department.
4. **Inquiries —**
Persons wishing further information regarding the bylaw may direct their inquiries to the Office of the City Clerk, 410-9th Street, phone 726-2278.
The pamphlet is an explanation of the bylaw but does not carry the full and exact wording of the bylaw itself. For any/all legal purposes please obtain a copy of the original bylaw from the Office of the City Clerk.



CITY OF
BRANDON

Bylaw #5391 To Regulate Smoking

INFORMATION FOR BUSINESSES AND FACILITIES AFFECTED BY THE BYLAW

WHY HAVE A BYLAW?

There is growing recognition from medical experts and the public that cigarette smoke is not only a convenience issue — it is a health issue for many of our citizens. Approximately one third of Canadians are smokers. Of the other two thirds, some don't mind being in the presence of smoke, some find it unpleasant, and others (particularly those with respiratory ailments and allergies) are physically endangered by contact with smoke. In addition, mounting evidence says that all persons, not just those with pre-existing respiratory illness, are at risk when exposed over long periods to second-hand smoke. Members of our community should not be restricted from carrying out a full range of normal daily activities in the city by the presence of smoke.

City Council, with the assistance of the Brandon Chamber of Commerce and the Manitoba Interagency Council on Smoking and Health, has developed a revised bylaw for the regulation of smoking. As an owner or manager of a business or facility in Brandon you may be affected by the provisions of the bylaw. The information in this pamphlet was prepared to assist you in understanding those provisions and bringing your establishment into conformity with them.

The experience of other cities suggests strongly that you will have little or no difficulty regarding violations of the bylaw by members of the public, most of whom are quite willing to abide by city laws and regulations. This will be especially true if you are careful to designate CLEARLY the smoking and non-smoking areas of your establishment through the use of signs.

BYLAW PROVISIONS

- 1 If you are a PUBLICLY FUNDED EDUCATIONAL INSTITUTION or HEALTH CARE FACILITY (including hospitals, clinics, personal care homes, dentists, chiropractors, physiotherapists and optometrists) smoking is NOT ALLOWED on your premises. However you may designate smoking areas, providing that in any area accessible to the general public (waiting rooms, lounges, etc.) no more than 50% of that given area is so designated. It would be advisable to place signs on your exterior doors indicating that SMOKING IS PERMITTED IN DESIGNATED AREAS ONLY and to sign those designated areas clearly. You are also subject to the restrictions below in notes 4, 5, and 6.
- 2 If your facility is a PLACE OF PUBLIC ASSEMBLY (such as a theatre, sports facility, church or hall) smoking is NOT ALLOWED on your premises. However you may designate some (but NOT all) of your facility as a smoking area. Note that when the facility is being used for a private social function the regulations then not apply and you are free to regulate the area or not, as you wish. Since you may wish to vary the size of the designated smoking area, moveable or table-top signs may be most appropriate. As with educational or health facilities you should consider entrance signs indicating that smoking is permitted in designated areas only, and you are subject to restrictions in notes 4, 5 and 6 below.
- 3 If you are a FINANCIAL INSTITUTION (bank, credit union, trust company, savings or loan company, etc.) smoking is NOT ALLOWED in your public service area, i.e. teller lines, service counters, transaction slip areas, etc.). Staff at the counter would also be covered by the regulation, but staff desk areas are not. You are also subject to the restrictions in notes 4, 5 and 6.
- 4 Smoking is not permitted on ELEVATORS or ESCALATORS, or in STAIRWAYS or STAIRWELLS in any building other than a private residence.
- 5 Smoking is NOT ALLOWED in any SERVICE LINE (checkouts, information or ticket booths, cash registers). You should use appropriate signs clearly visible to those in such a line.
- 6 Smoking is NOT PERMITTED in any WAITING AREA where your customers or clients are awaiting service. If, however, your waiting area is of sufficient size and configuration that an effective separation can be achieved between smoking and non-smoking areas, you may designate up to 50% of the waiting area for smoking. Judgment and common sense should guide you in making a decision as to whether such an arrangement is feasible in your waiting area.
- 7 If you operate a FOOD SERVICE ESTABLISHMENT and have more than 50 seats for customers, you must establish a "No Smoking" area and post signs clearly delineating the area. There is no minimum size for the non-smoking section — it can be as small as one table or as large as your entire seating area. You are free to regulate the

5. **Taxicabs.** The bylaw does not permit smoking in these vehicles used for commercial transportation of people unless there is free and full consent of all who are in the vehicle at the time.

The bylaw indicates that in the first four areas above, signs must clearly indicate the areas in which smoking is permitted and where smoking is not permitted. The main idea is to ensure that people are clearly informed so that inadvertent bylaw violations are minimized.

Taxis should carry a sign indicating the regulation pertaining to them.

RESTAURANTS

In order to provide a wide range of choice for customers who want or need to be seated away from second-hand smoke while eating out, the bylaw requires that every restaurant with more than 50 seats must provide a no-smoking section. This section may expand or contract depending on the number of people desiring such seating on a given day, but at least a part of it must be consistently non-smoking. It is not sufficient simply for a table to be designated at random by having a sign set on it when a customer requests a no-smoking table.

Restaurants who have a host or hostess taking reservations or showing customers to their seats are encouraged to ask the patrons whether they wish smoking or no-smoking areas.

While restaurants are asked to plan their no-smoking areas to take advantage of existing air flow systems and natural separations as much as possible, they are not required to undertake structural changes.

OTHER INFORMATION

1. **Penalty —**
The bylaw provides for a maximum fine of \$100.00 for violation of its provisions.
2. **Enforcement —**
Responsibility for enforcing the bylaw rests with the City of Brandon Police Department.
3. **Implementation —**
The bylaw comes into effect on June 20, 1986.
4. **Inquiries —**
Persons wishing further information regarding the bylaw may direct their inquiries to the Office of the City Clerk, 410-9th Street, phone 728-2278.

This pamphlet is an explanation of the bylaw but does not carry the full and exact wording of the bylaw itself. For any/all legal purposes please obtain a copy of the original bylaw from the Office of the City Clerk.

CITY OF
BRANDON



**Smoking
Bylaw #5391
1986**

**AN
INTERPRETIVE
GUIDE**

There is growing recognition from medical experts and the public that cigarette smoke is not only a convenience issue — it is a health issue for many of our citizens. Approximately one third of Canadians are smokers. Of the other two thirds, some don't mind being in the presence of smoke, some find it unpleasant, and others (primarily those with respiratory ailments and allergies) are physically endangered by contact with smoke. In addition, mounting evidence says that all persons, not just those with pre-existing respiratory illness, are at risk when exposed over long periods to second-hand smoke.

Brandon's City Council has a responsibility to establish regulations for the health and safety of all our citizens, and thus has enacted this bylaw. Members of our community should not be restricted from carrying out a full range of normal daily activities in the city by the presence of smoke.

BASIC BYLAW PRINCIPLES

Brandon's smoking bylaw was drawn up with the assistance of representatives from the Manitoba Interagency Council on Smoking and Health and the Brandon Chamber of Commerce. Two basic principles followed by the committee in drafting the bylaw were as follows:

1. The highest priority and strongest compulsory action should apply in situations where people have little or no choice as to their presence (e.g. public transportation, municipal services), or where they must spend some time in order to begin or complete an activity in close proximity

out lines).

2. Simplicity is important if everyone is to reach a common understanding. The less complex and conditional the regulations are, the less difficulty all of us will have in interpreting and abiding by the bylaw.

SMOKING IS BANNED TOTALLY IN:

1. Elevating devices, stairways and stairwells. This includes elevators and also escalators should they be installed in the future in Brandon.
2. City buses, school buses and transit shelters. These public services are for many people the only means of transportation.
3. Service lines. These are defined as any line of two or more people standing to await service, whether it be to pay at a checkout counter, to enter an event, or to obtain information. Once in such a line, a person has little choice but to remain there until served unless he or she decides to forego the desired service, and so should not be subjected in such close quarters to second-hand smoke.
4. Service areas of municipal offices and banks. Most people at times have no choice but to be present at a bank or other financial institution, and at a municipal office.

Many facilities are included in the bylaw whereby smoking is banned but where management is allowed to designate some specific areas for the convenience of smokers. These are:

1. Health care facilities, including hospitals, clinics, personal care homes and other health-related services such as dentists, chiropractors, physiotherapists and optometrists. The designated smoking space in any area accessible to the public cannot exceed 50% of the total floor space of that area.
2. Educational institutions, such as schools, colleges and universities, which receive public funds in order to carry out their programs.
3. Waiting areas. Any business or institution with a waiting area where customers are seated can include a smoking area if the space and layout make it practical to do so. The smoking area cannot exceed 50% of the total waiting area.
4. Places of public assembly. Any facility used for gatherings of people for such purposes as deliberation, worship, entertainment, recreation, business or amusement is covered by the bylaw, but the management may designate a part (but not all) of the area as smoking. This does not apply to private social functions.

TABLE 14

SUMMARY OF SMOKING BY-LAWS ACROSS CANADA*

CANADIAN CENTRES WITH SMOKING BY-LAWS	SECTIONS OF BY-LAWS													
	Banks, and similar institutions	Bars and similar areas	Educational institutions	Elevators, escalators, and stairways	Hospitals	Places of public assembly	Reception areas	Restaurants	Retail shops	Service lines and counters	Transportation	Washrooms/restrooms	Workplace	Others
Aylmer	2.5		2.5	4.0	3.5	3.5	1.5	3.5	2.5					1.0
Barrie	2.0	2.0	3.0	3.0	2.0	3.0	3.5		3.0	3.0		1.0	3.0	2.0
Brandon			1.0					2.5						2.0
Burnaby	2.0	2.0	2.0	1.0	1.5	1.5	2.5	1.0	3.5	3.0	1.0			2.0
Calgary			1.0	2.0	2.0		2.0							2.0
Côte Saint-Luc	2.0		3.0	3.0	3.0	1.0	1.5	3.0	2.0	3.0				2.0
Dartmouth	2.0	3.0	2.0	3.5	3.0	2.0	3.0	3.0	2.0	3.0				2.0
Edmonton			3.0	2.5	2.5	3.0	1.5	3.0	2.0	2.0				2.0
Fredericton	2.0		3.0					2.5						3.0
Gloucester	2.0	1.0	3.0	3.0	3.5	3.0	1.5	3.0	3.0	2.0	3.0			2.0
Guelph	3.0		3.5	3.0	3.0	3.0	3.5	3.0	2.0	3.0				2.0
Halifax	2.0	2.0		2.0	2.0	2.5	2.0	2.5	1.0					2.0
Hamilton			3.5	3.0	3.0	2.0		3.0						2.0
Hudson Bay	2.0	2.0		2.0	2.0	2.5	2.0	2.5	1.0					2.0
Kanata			3.5	3.0	2.0			3.0						2.0
Kitchener	2.0		2.0	3.0	3.0	3.0		3.5	2.0	1.0				2.0
Lethbridge	2.0	3.0	2.0	3.0	3.0	3.0	3.0	3.0	2.0	1.0				2.0
Maple Ridge	2.0	1.0	2.0	3.0	3.0		2.0	3.0	2.0	2.0				2.0
Mississauga	2.0		2.0	3.5	3.0		1.0	3.0	2.0	2.0				2.0
Moose Jaw	2.0		3.0	2.0	2.0	2.0	1.0	3.0	3.0	2.0				2.0
Nepean	1.0		2.5		3.5	3.0	1.5	2.0	1.0	2.0				3.0
North York	1.0	3.0	3.5	3.0	3.5	3.0		2.0	1.0	1.0				2.0
Ottawa	2.0		3.0	2.5	2.5	3.0	1.5	3.0	2.0	2.0				3.0
Pembroke	1.0	2.0		2.0	1.0	2.0	1.5	1.0	1.0	1.0				1.0
Regina	2.0		2.0	2.0	3.5	3.0	1.0	3.0	2.0	2.0				3.0
Richmond	2.0		3.0	2.0	3.0	3.0	1.5	3.0	2.0	3.0		2.0		3.0
Saskatoon	2.0		3.0	2.0	2.0	3.0	2.0	3.0	3.0	2.0				2.0
Scarborough								2.0						1.0
St. Catharines			2.0					2.0						2.0
Toronto	2.0		2.0	3.0	3.0	3.0	3.0	3.0	2.0	1.0				2.0
Trois Rivières				1.0				2.0						2.0
Vancouver	1.0	1.0	3.0	2.0	2.0	3.0	4.5	3.0	2.0	4.0	3.0	3.0		2.0
Victoria	2.0		3.0	2.0	3.0	3.0	3.5	3.0	1.0	3.0		3.0		3.0
Waterloo	2.0		2.5		3.5	3.5	2.0	3.0	2.0					1.0
West Vancouver	2.5	3.0	2.0	3.0	3.0		1.0	0.5	2.0	2.0				2.0
Westmount		2.0	1.0	2.0	2.0		2.0							2.0
Weyburn	2.0		2.0	2.0	3.0	2.0	1.5	3.0	2.0	1.0				2.0
Windsor	2.5		2.0	3.0	3.0	3.0		2.0	2.0	2.0				2.0
Winnipeg	2.0	2.0	2.0	3.0	3.5	2.5	2.5	3.0	2.0	2.0				2.0

* Criteria for Table 14 calculations can be found in Appendix B (p. 73)

APPENDIX A

City of Halifax Ordinance #172

Evaluation Report

Submitted by:

Kay Porter

Barb Till

Shirley Campbell

January 8, 1986

INTRODUCTION

The purpose of this report is to present the results of an evaluation of Ordinance 172 - Respecting Smoking in the City of Halifax. This evaluation examined the awareness and compliance by banks and supermarkets to this ordinance in order to assess the need for a public awareness campaign to enhance compliance.

This evaluation consisted of a telephone survey of bank and supermarket managers along with a follow-up on-site observation at the surveyed banks.

METHOD

Two health education graduate students along with an evaluator from the N.S. Dept. of Health worked with a sub-committee of the N.S. Council on Smoking and Health, to design two survey questionnaires - one for banks and one for supermarkets (see appendix). These questionnaires along with a covering letter were mailed to all supermarket managers in the City of Halifax, as well as to eighteen of the thirty-six bank managers within the city. This sample size was within the limits of the available resources and the time restraints of the committee and was considered adequate to have good confidence in the results.

The banks were selected by one of the health ed students and the selected banks were thought representative of all banks; commercial banks, small branches and head office sites, as well as from various locations throughout the city.

One week following the mail-out of the questionnaires, one of the health education students telephoned each manager in order to collect their responses. This same student also hand tabulated the results.

During December 1985, the three sub-committee members along with one of the health ed students and the evaluation consultant, did on-site observations at 2-4 of the banks so that all surveyed banks were visited. During their visits, the observer checked for the presence of no smoking signs; indicated if they felt the signs were visible and noted if the signs contained "City of Halifax Ordinance 172."

RESULTS

The questionnaires were mailed out on November 7/85 and between November 12 and 25/85 all managers were contacted by phone and all agreed to participate in the survey. All on-site visits to the surveyed banks were done during the month of December 1985.

The following are the results:

BANKS

50% of all banks in the City of Halifax were contacted and all agreed to participate in the survey.

67% of the bank managers were male and the majority (83%) were non-smokers. About one-third of the non-smokers had previously been smokers.

AWARENESS AND SUPPORT

All bank managers indicated they were aware of the ordinance. While most (72%) said they were aware there was a penalty for non-compliance only one manager was able to cite the specific penalty.

Only one of the bank managers expressed a negative comment about the ordinance while 33% of the managers said they "strongly agreed" with it.

CUSTOMER SMOKING

Over 60% of the managers surveyed, said they did not permit smoking in the service line-ups. Of those who did not permit smoking in the service line-ups, 55% said their customers never smoked in the line-ups, 27% said they would do nothing if someone did smoke in this area, and the remaining 18% said if a customer complained they would ask the smoker to extinguish.

EMPLOYEE SMOKING

All but one of the banks said they did not permit employees to smoke at the service counters and that it was never violated; however, 50% of the managers said they allowed employees working in open areas behind the tellers to smoke and 65% permitted employees to smoke in their own offices.

SIGNS

83% of the banks reported that they had signs posted. Of those who said they had signs posted 93% felt the signs were clearly visible to the public. Most (66%) managers were unsure as to where they obtained their signs.

From the on-site visits it was reported that only 77% of the banks had signs posted. The on-site visits did confirm that all signs contained "City of Halifax Ordinance # 172." Contrary to the managers report, only 56% of the banks were felt to have signs posted that were "clearly visible to the public."

SUPERMARKETS

All eighteen supermarkets in the city of Halifax were contacted and all agreed to participate in the survey.

All but one of the supermarket managers ^{were} male. 50% were non-smokers while 56% of these non-smokers had previously been smokers.

AWARENESS AND SUPPORT

All but one of the supermarket managers said they were aware of the ordinance. Only 50% said they were aware there was a penalty for non-compliance while none was able to site the specific penalty.

While none of the supermarket managers expressed a negative comment about the ordinance, 56% did indicate they "strongly agreed" with it.

CUSTOMER SMOKING

83% of these managers said they did not permit smoking in the check-out line-ups or in the aisles. 33% said they would do nothing if a customer were to smoke in these areas; however, most (67%) managers said if a customer complained they would ask the smoker to extinguish.

EMPLOYEE SMOKING

The majority (83%) of supermarket managers said employees were not permitted to smoke in their work area. Of those who did not permit smoking in the work areas, all said that this was never violated.

SIGNS

All but one of the supermarkets said they had signs posted and that they were clearly visible to the public.

Of those with signs posted, 30% said they were uncertain as to where they obtained their signs; 23% said they got them from head office; 23% said they got them from the city of Halifax, 12% said they had them printed, 6% obtained them from the fire department and the remaining 6% got theirs from Canadian Tire Store.

Of those supermarkets with signs posted only 35% said they contained "City of Halifax Ordinance - 172."

SUMMARY

BANKS

- . Good awareness of bylaw
- . Low awareness of penalty
- . Poor compliance in regard to customer violation i.e. only if a customer complained
- . Good compliance in regard to staff smoking i.e. if smoking is not allowed and it was enforced
- . Poor compliance in regard to staff smoking in open areas behind tellers
- . Good compliance with posting of signs and all signs include "City of Halifax Ordinance #172"
- . Poor visibility of many signs

SUPERMARKETS

- . Good awareness of bylaw
- . Low awareness of penalty
- . Poor compliance in regard to customer violations i.e. only if a customer complains
- . Good compliance in regard to staff smoking and its enforced
- . Good compliance with posting of signs and visibility
- . Poor compliance with signs including "City of Halifax Ordinance #172"

RECOMMENDATIONS

- (1) Issue a press release for possible use during National Non-Smoking Week.
- (2) Send a letter to participating banks and supermarkets with a thank you; major finding; clarification of bylaw as required and requesting their support in promoting and enforcing the ordinance. A variation of this letter could be sent to all other banks and supermarkets in Halifax and Dartmouth.
- (3) Send a letter to Halifax City Council with results and requesting they undertake a promotional campaign to increase awareness and compliance. Also encourage active promotion by the city police department. A variation of this letter could go to the Dartmouth City Council to assist them with greater immediate compliance for their new bylaw.
- (4) Send a letter to Halifax and Dartmouth Boards of Health requesting their support in actively promoting the ordinance.
- (5) Our restaurant committee should consider sending a letter to all restaurants in Halifax and Dartmouth clarifying how the ordinance applies to their facility and encouraging their compliance.
- (6) The Council should consider producing signs containing "We Support Smoke Free Environment City Bylaw on Smoking. Please Extinguish Your Cigarette." These signs could be distributed to proprietors affected by the Halifax and Dartmouth smoking ordinances. It is suggested that these signs be 3 1/2' x 11", mactac with half of the area containing the Non-Smoking symbol so they can be posted on main doors and clearly visible to the public.
- (7) The Council should consider undertaking a major promotional campaign designed to make the public aware of the specifics of the Halifax (and Dartmouth)

...Recommendations Cont'd

no smoking ordinance and encouraging individuals to assist with the enforcement (e.g. a theme such as "Compliance is up to You Speak up For a Smoke Free Environment"). A multi-media campaign might include: distribution of "I Support Smoke Free Environments" buttons; production of a leaflet outlining the specifics of each ordinance, produce and distribute radio P.S.A.'s which outline the specifics of the ordinance and encourage individuals to "speak up" and public displays at local malls, in health facilities, etc.

A NON-SMOKING BY-LAW FOR THE 1980'S

RECOMMENDED PRINCIPLES FOR NON-SMOKING BY-LAWS IN OTTAWA-CARLETON MUNICIPALITIES

In the 1970's, there was a growing acceptance by the public that smoking represented a health hazard which warranted consideration by municipal politicians. In response to this concern, Ottawa-Carleton municipalities took, what was at the time, a progressive first step towards limiting smoking in public places. In the 1980's medical research now indicates that smoking poses a health hazard not only to the smoker, but to all those who involuntarily inhale the particles and cancer-causing chemicals which are by-products of smoking. Based on our increased knowledge of the problem, and in hopes that the concern for public health reflected in the by-laws of the 1970's continues today, the Medical Officer of Health recommends the existing legislation regarding smoking be strengthened to reflect the health environment of the 1980's.

- 1) All hospitals and chronic care institutions should restrict smoking to enclosed areas with separate ventilation. These areas should be limited to lounges and eating rooms. Separate facilities serving the same purpose (e.g. lounges, cafeterias, etc.) should be available for non-smokers.

It is extremely difficult to rationalize the acceptance of smoking in institutions where major portions of time and expense are directed to the negative health effects of this habit. The Ottawa General Hospital has already shown leadership in its decision to ban smoking in its facilities.

- 2) Retail operations formerly exempted should be covered by the by-laws (e.g. barber shops and beauty salons)

It is inappropriate and inconsistent to limit smoking in all but a few retail facilities, especially when those exempted often represent an environment in which smokers are seated in close proximity to nonsmokers.

- 3) Smoking restrictions should be extended to shopping mall concourses.

Under recommended and existing by-laws, smoking is restricted in retail shops. Yet, the vast majority of retail outlets in shopping malls open onto concourses where smoking remains unrestricted. Shopping malls face the same problems as other large modern buildings in that air must be recycled and recirculated. Hence, the problem of second-hand smoke remains unless smoking is restricted.

- 4) Smoking should be prohibited in public buses.

Under present circumstances, non-smoking in buses is a policy of O-C Transpo. This policy should be strengthened by inclusion in the by-law.

- 5) In taxi cabs, drivers and passengers should establish no objection to their smoking.

Under present circumstances, it is up to the non-smoker to complain. The responsibility to request to smoke should be placed on the smoker.

- 6) Restaurant proprietors should provide non-smoking sections if the operation has more than 40 seats. The proportion of non-smoking seats should be 35% in the first year, and 50% thereafter.

Under existing by-laws, restaurant proprietors can choose whether to provide non-smoking sections. In other communities, legislation enforcing the provision of non-smoking sections, has proven effective, and has been supported by the public. Since the majority of Ottawa-Carleton adult residents (68%) are non-smokers, establishing a non-smoking section of 35% of floor space should represent a first step.

- 7) Smoking in places of public assembly should be restricted.

Under existing legislation, there is an implicit concern for health of the non-smoker. Yet as management is free to designate non-smoking and smoking areas as it chooses, in practice there is frequent disregard for this issue. The concern for the majority should be explicit through implementation of smoking restrictions in these environments.

- 8) On the basis of an objection by a non-smoker to exposure to cigarette smoke in the workplace the employer will initiate a process whereby a mutually acceptable solution is achieved. If such a solution is not achieved, the preference of the non-smoker would prevail.

In a number of workplaces in Ottawa-Carleton non-smoking policies have been implemented, while in others the process of policy development is under way. These employers should be congratulated for their concern for healthy workplaces. There remains though, workplaces where the non-smoker must simply "bite the bullet". This legislation would provide a vehicle to initiate dialogue in the workplace, where no other option is available for the non-smoker. This approach has been implemented in San Francisco and is a significant step towards improving the indoor air quality of the workplace. It is also consistent with the present attitudes towards smoking in the workplace. Having observed the process evolve in a number of workplaces, it is recognized that, in most cases, solutions are not achieved overnight. Therefore, there would included in the by-law, time allowances to initiate policy development reflecting the unique needs of each workplace.

Enforcement of the Non-smoking By-law

The passing of non-smoking by-laws in the late 70's has had a significant effect on what is considered to be acceptable public behaviour regarding smoking. There has not been a need for police or health officials to seek out contraventions of this legislation. By placing non-smoking signs in those areas covered by the by-laws, the non-smoker feels supported by the community when he/she requests that a cigarette be extinguished. This updated by-law would provide similar support to the non-smoker. If however, bringing a contravention to the attention of a smoker does not have the desired effect, the individual would have the right to lodge a complaint with municipal authorities. This complaint would then be investigated as would any other contravention of a municipal by-law.

S.J. Corber, MD, DPH, FRCP(C)
Regional Medical Officer of Health

A BY-LAW RESPECTING SMOKING

WHEREAS it has been determined that second-hand tobacco smoke (exhaled smoke and the smoke from idling cigarettes, cigars, and pipes) is a health hazard or discomfort for many inhabitants of the City of _____, and

WHEREAS, it is desirable for the health, safety, and welfare of the inhabitants of the City of _____, to prohibit or regulate smoking, or both, in the City of _____ as in this by-law more particularly set out.

Therefore the Council of the Corporation of the City of _____ enacts as follows:

1. In this By-law,

- (a) "City" means the City of _____;
- (b) "Corporation" means the corporation of the City of _____;
- (c) "Employer" means any person who employs the services of an individual person;
- (d) "Employee" means any person who is employed by any employer for consideration for direct or indirect monetary wages and profit;
- (e) "Health Care Facility" means hospital or home for the aged or nursing home or clinic which is used for diagnosis, treatment and care of patients;
- (f) "Place of Assembly" means an enclosed building or structure to which members of the general public or people at large are admitted for events of interest to the public and includes sporting, entertainment and cultural events;
- (g) "Proprietor" means the person who ultimately controls, governs or directs the activity carried on within the kinds of premises referred to in this by-law and includes the person actually in charge thereof;
- (h) "Reception Area" means the public space used by an office or establishment for the receiving or greeting of customers, clients or other persons dealing with such office establishment, or any waiting area for the use of the public, clients, or customers.

- (i) "Restaurant" means any enclosed public place where meals are made available to be consumed on the premises and includes dining lounges, cafeterias, lunch counters, and canteens, but excludes any premises primarily intended for the consumption of alcoholic beverages".
- (j) "Retail Shop" means a building or part of a building, booth, staff or place where goods are exposed or offered for sale by retail;
- (k) "Service Line" means an indoor line of two (2) or more persons awaiting service of any kind, regardless of whether or not such service involves the exchange of money, including but not limited to, sales, provision of information, transactions or advice and transfers of money or goods, and includes a service counter where such transactions take place;
- (l) "Second-hand Smoke" means:
 - (i) exhaled smoke
 - (ii) smoke from idling cigarette, cigar or pipe or any other tobacco using or constructing device;
- (m) "Shopping Mall Concourse" means any enclosed area to which retail shops who have entrances or exits, but does not include parts of structures otherwise defined in this by law.
- (n) "Smoke or Smoking" includes the carrying of a lighted cigarette, cigar, pipe or any other lighted smoking equipment.
- (o) "Workplace" means any enclosed area of a structure or a portion thereof in which people work and includes employee eating and lounge areas, but does not include parts of structures otherwise defined in this by-law.

Retail Shops

- 2. No person shall smoke in any retail shop except in accordance with Section 26.
- 3. The proprietor of every retail shop shall ensure that a sufficient number of signs as prescribed in Section 30 & 31 are prominently and conspicuously displayed so as to be clearly visible from all parts of each area to which Section 2 applies.

Shopping Mall Concourses

- 4. No person shall smoke in any shopping mall concourse.
- 5. The proprietor of a shopping mall to which Section 4 applies shall ensure that a sufficient number of signs as prescribed in Section 30 & 31 prominently and conspicuously posted so as to be clearly visible from all parts of each area to which Section 4 applies.

Service Counters and Service Lines

6. No person shall smoke in any service line or at any service counter on any premises.
7. The proprietor of any premises referred to in Section 6 hereof, shall ensure that a sufficient number of signs as prescribed by Section 30 & 31 are prominently displayed so as to be clearly visible from all parts of each floor to which Section 6 applies.

Reception Areas

8. No person shall smoke at any reception area in any building establishment or office.
9. The proprietor of any building or establishment or office having a reception area as referred to in Section 8 hereof, shall ensure that a sufficient number of signs as prescribed by Section 30 & 31 are prominently and conspicuously posted in all areas regulated by Section 8 hereof.

Elevators, Escalators and Stairways

10. No person shall smoke in an elevator or on an escalator or stairway in any building or part thereof.
11. The proprietor of any premises having elevators, escalators or stairways as referred to in Section 10 hereof, shall ensure that a sufficient number of signs prescribed by Section 30 & 31 are prominently and conspicuously posted in all areas regulated by Section 10 hereof.

Places of Public Assembly

12. No person shall smoke in any enclosed indoor area being used as a place of public assembly, except as allowed in Section 13.
13. The proprietor of a place of public assembly may designate an enclosed portion of the place of public assembly as a smoking area. Designated smoking areas may not occupy more than 50% of total floor space.
14. The proprietor of a place of public assembly to which Section 12 applies shall ensure that a sufficient number of signs as prescribed by Section 30 & 31 are prominently and conspicuously posted so as to be clearly visible from all area to which Section 12 applies.

Health Care Facilities

15. Within one year of the passage of this by-law, no person shall smoke in a health care facility, except as allowed by Section 16.
16. Enclosed areas may be designated as smoking rooms by the person responsible for the operation of the health care facility, if and only if,
 - a) the room is not required for any function other than a lounge or for eating;
 - b) equal or better lounge or eating facilities exist in the health care facility for non-smokers.
17. The persons responsible for the health care facility shall ensure that signs as prescribed by Section 30 & 31 are prominently and conspicuously displayed so as to be clearly visible from all parts of each area to which Section 15 applies.

Restaurants

18. Except as provided in Section 19 no person shall smoke in a restaurant which has a seating capacity of more than 40 persons.
19. Subject to the Fire Marshall's Act or other applicable provincial statutes or regulations, the proprietor of any restaurant in which smoking is prohibited under Section 18 of this by-law may designate not more than 65% of the indoor eating area of the restaurant for the purpose of smoking, and within one year of the passage this by-law, may designate not more than 50% of the indoor eating area of the restaurant for the purpose of smoking.
20. Every restaurant which has a seating capacity of 40 or less shall display prominently a sign which is clearly visible from the outside of the restaurant indicating whether or not the restaurant provides a non- smoking area.
21. Where smoking is prohibited in a restaurant or part thereof, or where the proprietor has designated all or part of the restaurant as non-smoking, the proprietor shall place one or more signs as prescribed in Section 30 & 31 on the table or other surfaces on which food is served for the consumption therefrom.
22. Signs will be conspicuously placed so as to be clearly visible on tables or on walls in an area where smoking is prohibited.
23. Where smoking is permitted in a part of a restaurant, the proprietor shall place signs as prescribed in Section 32 on tables or on walls.

Workplace

24. Any non-smoking employee in a workplace in the city may object to his/her employer about smoke in his/her workplace. The employer shall attempt to separate physically the non-smoking employees from the smoking employees. An employer is not, however, required by this by-law to make any structural changes to accommodate the preferences of non-smoking employees.
25. If an accommodation which is satisfactory to all affected non-smoking employees can not be reached in any given workplace, the preferences of non-smoking employees shall prevail and the employer shall prohibit smoking in that office workplace. Where the employer prohibits smoking in a workplace, the area in which smoking is prohibited shall be clearly marked with signs as prescribed by Section 30 & 31.
26. Where smoking is prohibited in a workplace, the employer may accommodate the smoking employees by providing them with an enclosed room that can be designated for smoking, if and only if,
 - (i) the room is not required for any function other than a lounge or for eating;
 - (ii) equal or better lounge or eating facilities exist in the workplace for non-smokers.

Taxi Cabs

27. A taxi cab driver or a taxi cab passenger shall refrain from smoking except with the expressed consent of all persons in the taxi cab.

Buses

28. No person shall smoke in a school bus or bus used for public transportation
29. The owner of every bus or school bus referred to in Section 28 shall ensure that a sufficient number of signs as prescribed in Section 30 & 31 are prominently and conspicuously posted and are clearly visible from all areas in the bus.

Signs

30. (1) For the purpose of subsection 2 hereof the letter height means the actual height of the letter regardless of whether it is a capital or lower case letter.

(2) Where by a section of the By-law, a sign is to be in accordance with this section, such sign shall:

- (a) carry the text "No Smoking", in capital or lower case letter, or a combination thereof,
- (b) consists of two (2) contrasting colours, or if the lettering is to be applied directly to a surface or to be mounted on a clear panel, the lettering shall contrast to the background colour,
- (c) with respect to size of lettering, be not less than the following height based upon the maximum viewing distance in direct line of sight for:
 - (i) ten (10) feet or less - letter height of one inch (1);
 - (ii) twenty (20) feet or less - letter height of two inches (2);
 - (iii) forty (40) feet or less - letter height of three inches (3);
 - (iv) eighty (80) feet or less - letter height of four inches (4)
 - (v) One hundred and sixty (160) feet or less - letter height of six inches (6);
 - (vi) two hundred and forty (240) feet or less - letter height of eight inches (8);
- (d) include in the text at the bottom of each sign "City of _____ By-law Maximum Penalty _____ in letters not less than one-half ($\frac{1}{2}$) of an inch in height for signs with letter size of one (1) inch, and not less than one-quarter ($\frac{1}{4}$) of the height of the letters on all other sizes of signs.

31. (1) Notwithstanding the provisions of Section 30 hereof, one of the following graphic symbols may be used to indicate "no smoking areas". Each symbol shall include the text "City of _____ By-law, Maximum Penalty _____ in letters and figures at least 5 percentum of the diameter of the circle in the symbol and there may be added appropriate symbols such as directional arrows. Any such symbol shall be on a white background with the circle and the interdictory stroke in red, with a cigarette, letters and figures in black, provided such symbol complies with the other provisions of this section.
- (2) With respect to size of the graphic symbol, the diameter of the circle in the symbol referred to in Subsection 1 hereof shall be not less than the number of inches prescribed below, based upon the maximum viewing distance in direct line of sight, as follows:
- (a) ten (10) feet or less - four (4) inches;
 - (b) twenty (20) feet or less - six (6) inches;
 - (c) forty (40) feet or less - eight (8) inches;
 - (d) eighty (80) feet or less - twelve (12) inches;
 - (e) one hundred and sixty (160) feet or less - sixteen (16) inches;
an
 - (f) two hundred and forty (240) feet or less - twenty-four (24) inches.
- (3) Notwithstanding that the symbol in subsection (1) is a cigarette, it shall include a lighted cigar, cigarette, pipe or any other lighted smoking equipment.
32. Signs indicating smoking is permitted will be of the same dimensions as smoking prohibited signs, and shall be on a white background with a green circle surrounding a cigarette.
33. Notwithstanding anything in this by-law contained, a sign erected before the passing of this by-law in compliance with By-law No. _____ as amended, of the Corporation shall be a permitted sign under this by-law.

Penalty

34. Any person who contravenes any provision of this by-law is guilty of an offence and on summary conviction is liable to a fine of not more than _____, exclusive of costs.

Enforcement

35. This by-law shall be administered by the Medical Officer of Health for the Region of Ottawa-Carleton.

Bill 71

**An Act to protect the
Public Health and Comfort and the Environment by
Prohibiting and Controlling Smoking in Public Places**

Mr. Sterling

1st Reading December 5th, 1985

2nd Reading

3rd Reading

Royal Assent

**An Act to protect the
Public Health and Comfort and the Environment by
Prohibiting and Controlling Smoking in Public Places**

HER MAJESTY, by and with the advice and consent of the
Legislative Assembly of the Province of Ontario, enacts as
follows:

1. In this Act,

"enclosed public place" means:

- (a) an enclosed indoor area that is open to the public and, during the times that it is open to the public and, without limiting the generality of the foregoing, includes those parts of a restaurant, health care facility, retail store, commercial establishment or an office building or educational institution that are normally open to clients, customers, students or other members of the public; and
- (b) any common carrier or vehicle available for hire to the general public;

"health care facility" means a facility in which patients are or may be admitted for medical treatment or care and includes a hospital, nursing home and medical clinic;

"prescribed" means prescribed by the regulations made under this Act;

"smoking" includes holding or having control over a lighted cigarette, cigar or pipe or any other lighted smoking equipment;

"smoking area" means an area in which smoking is permitted

EXPLANATORY NOTE

The Bill prohibits smoking in indoor public places, public vehicles and in certain areas of health facilities and authorizes the Lieutenant Governor in Council to prohibit smoking in the workplace. Provision is made for the designation of smoking areas in public places which are open to the public and for the designation of non-smoking areas in public places which are open to the public. Municipalities are authorized to pass

(2) Subject to subsection (3), the person in charge of an enclosed public place may designate a specific area or areas of that place as a smoking area if,

- (a) a reasonably substantial area of the place is not so designated, and
 - (b) the existing physical barriers and ventilation systems are adequate to minimize any harmful effects or discomfort the smoking may cause to persons in the area not so designated
- (3) Subsection (2) does not apply to those areas of a day care centre, nursery school or an elementary or secondary school to which students have access while students are present in the school or to a school bus transporting students.

3. The proprietor or other person in charge of an enclosed public place shall make reasonable efforts to prevent persons from smoking in the place by,

- (a) posting a sign in the prescribed form and manner to notify persons that smoking is prohibited;
- (b) where there are seats in the place, clearly designating a section of seats in which smoking is prohibited;
- (c) asking smokers to refrain from smoking if a client who is suffering discomfort from smoke so requests; or
- (d) taking any other appropriate action.

4.—(1) No person shall smoke a cigarette, cigar, pipe or other lighted smoking equipment in the following areas of a health facility,

- (a) any kitchen, laboratory or corridor;
- (b) a patient's room if the patient has requested that there be no smoking in his or her room; or
- (c) the non-smoking area of a waiting room

(2) Every patient in a health facility has the right to accommodation in a non-smoking room and the person in charge of a health facility shall ensure that on admission every patient is advised of that right.

5. No person shall smoke a cigarette, cigar, pipe or other lighted smoking equipment in an area of a workplace that is prescribed as a non-smoking area.

6.—(1) Nothing in this Act limits the right of a proprietor or other person in charge of an enclosed public place or a health facility to further limit or ban smoking on all or a part of its premises.

(2) The council of a municipality may pass a by-law that further limits or bans smoking in any enclosed public place in that municipality.

7. Every person who contravenes a provision of this Act or the regulations is guilty of an offence and on conviction is liable to a fine of not more than \$100.

8. The Lieutenant Governor in Council may make regulations,

- (a) exempting certain classes of enclosed public places from the application of this Act where their size makes the application impracticable;
- (b) prescribing the form and manner of posting signs (clause 3(a));
- (c) defining "workplace" for the purposes of section 5, prohibiting persons from smoking a cigarette, cigar, pipe or other lighted smoking equipment in the workplace or in any class of workplace and authorizing the person in charge of a workplace to designate areas of the workplace where smoking is permitted;

(d) respecting any matter necessary or advisable to carry out effectively the intent and purposes of this Act.

9. This Act comes into force on the day it receives Royal Assent.

10. The short title of this Act is the *Non-Smokers' Protection Act, 1985*.



Norm Sterling, MPP
Carleton-Grenville (P.C.)

PLEASE SUPPORT THE NON-SMOKERS' PROTECTION ACT BILL 71

This private members' bill will be debated in the Ontario Legislature this month.

OBJECTIVES OF THE BILL:

- To protect non-smokers from the hazards of second-hand smoke.
- To set a positive example to discourage young people from smoking.
- To provide a uniform minimum standard for non-smokers across the province.

THE BILL PROVIDES:

- No smoking in public places and public vehicles, except for designated smoking areas.*
- No smoking in day care centres, nursery, elementary and secondary schools.
- Right of hospital patients to non-smoking accommodation.
- Direction for government to draft regulations for providing space for non-smokers in workplace.*

If you are in support of this bill, please call or write your MPP, and return this coupon to me. I will forward it to your MPP.

MAIL TO:

Norman Sterling, MPP
Legislative Building
Queen's Park
Toronto, Ontario
M7A 1A2

*Not applicable to situations where size would make this impossible.

To all members of the Legislative Assembly of Ontario:

I support Bill 71, and ask you to vote for it in the Legislature.

I urge the Government to support this Bill by allowing it to pass through all stages of Parliament.

Name _____

Address _____

My MPP is _____

(if known) _____

I would like to assist with the cost of advertising by enclosing my cheque to Norm Sterling in Trust.

(Any excess funds will be donated to the Cancer and Heart Associations.)

N. Sterling Q.C., M.P.P. Carleton-Grenville - Non Smokers' Protection Act

however, would not apply to situations where size would make this legislation impossible to implement. A proprietor of a municipality will have the option to further limit or ban smoking in enclosed public places, beyond the minimum standard.

The Bill also offers the right for hospital patients to receive non-smoking accommodation, and restricts smoking in all health facilities to designated areas.

Finally, the Bill deals with the question of smoking in schools. Under Bill 71, there will be no smoking in areas of day care centres, nursery schools, elementary and secondary schools to which students have access, nor will smoking be allowed on a school bus while it is transporting students. The existence of a smoke-free environment will hopefully establish a healthier lifestyle for these children in their developing years.

I feel very strongly about this Bill, and have issued an ad in some of the major newspapers across the province, asking for support of Bill 71. While some of you may not have the opportunity to see this ad, I would sincerely ask you to write to me with your views on this proposed legislation.

Currently, Canada is 4th in the world in per capita cigarette consumption. An alarming proportion of our youth, particularly young women, view smoking as a sophisticated and popular habit and fail to recognize the hazards involved. If there is anything positive who can be said in relation to smoking, it is that it is preventable. Health professionals agree that the control of smoking in developed countries could do more to improve health and prolong life than any

As this is my first column of 1986, I would like to open by wishing you all the best for the upcoming year. For many of us, January is the time for new beginnings, a time when we decide to turn over a new leaf and put into practice those resolutions we made, or at least meant to make, a few weeks ago.

For those of you who resolved to quit smoking, or have decided to reduce your smoking habits this year, this is the week for you to start as National Non Smoking Week begins January 16.

My interest in this particular resolution is longstanding, and I was pleased to have the opportunity to introduce to the Legislature a Bill which deals with smoking in public places. Bill 71, entitled the Non-Smokers' Protection Act, is an attempt to curb smoking in public places and public vehicles, and thereby reduce the hazards of second-hand smoke to non-smokers.

We are all aware of the health hazards of smoking, which range from lung cancer to heart disease. Yet these risks are not viewed as a deterrent by those who smoke. My concern is not for those determined to smoke, but rather for those who have not yet begun to do so, and are needlessly exposed to it.

In order to protect non-smokers from the health hazards of second-hand smoke, the Bill provides for a uniform minimum standard which is applicable across the province. It is my hope that legislation of this nature will set a positive example for our youth and discourage them from smoking.

In order to effect these changes, the Bill provides for no smoking in public places and public vehicles, except for designated smoking areas. It also offers the right for hospital patients to receive non-smoking accommodation, and restricts smoking in all health facilities to designated areas.

LOCATION	1	2	3	4	5
A. RESTAURANTS with greater than 40	No by-law	Proprietor may designate whether restaurant will be smoking or non-smoking and percentage of seats assigned. Signs must be clearly visible from outside restaurant indicating smoking designation.	*Non-smoking areas must be designated but size and location of segregated areas remain with the proprietor. Non-smoking signs must be clearly visible.	Non-smoking areas which are not less than 15% of the total seating capacity must be designated. Non-smoking signs must be clearly visible.	Non-smoking areas which are not less than 50% of the total seating capacity must be designated. Non-smoking signs must be clearly visible.
B. PRIVATE SOCIAL FUNCTIONS (banquets, etc.)	No by-law	*Proprietor and/or sponsor may designate smoking restrictions. If areas are to be designated, signs must be clearly visible.	Non-smoking areas must be designated but size and location of segregated areas remain with the proprietor. Non-smoking signs must be clearly visible.	Non-smoking areas which are not less than 15% of the total seating capacity must be designated. Non-smoking signs must be clearly visible.	Non-smoking areas which are not less than 50% of the total seating capacity must be designated. Non-smoking signs must be clearly visible.
C. BEVERAGE ROOM/ LOUNGE with greater than 40 seats.	No by-law	*Proprietor may designate whether beverage room/lounge is smoking or non-smoking and percentage of seats assigned. Signs must be clearly visible from outside beverage room/lounge indicating smoking designation.	Non-smoking areas must be designated but size and location of segregated areas remain with the proprietor. Non-smoking signs must be clearly visible.	Non-smoking areas which are not less than 15% of the total seating capacity must be designated. Non-smoking signs must be clearly visible.	Non-smoking areas which are not less than 50% of the total seating capacity must be designated. Non-smoking signs must be clearly visible.
D. PLACES OF PUBLIC ASSEMBLY (Indoor)	No by-law	Proprietor may designate smoking restrictions in places of public assembly under his jurisdiction. Signs must be clearly visible.	Non-smoking areas must be designated but size and location of segregated areas remain with the proprietor. Non-smoking signs must be clearly visible.	No person shall smoke in seated areas; the remaining areas must be zoned smoking/non-smoking. Non-smoking signs must be clearly visible.	No person shall smoke in any place of public assembly. Non-smoking signs must be clearly visible.
E. RECEPTION AREAS/ WAITING ROOMS	No by-law	Proprietor may designate whether reception areas and waiting rooms under his jurisdiction will be smoking or non-smoking. Signs must be clearly visible.	Non-smoking areas within reception areas and waiting rooms must be designated by proprietor. Non-smoking signs must be clearly visible.		No person shall smoke in any reception area or waiting area in any establishment. Non-smoking signs must be clearly visible.
F. HOSPITALS	No by-law	Hospital authorities may designate smoking restrictions within hospital. Signs must be clearly visible.	Non-smoking areas must be designated but location of segregated areas remains with the hospital authorities. Non-smoking signs must be clearly visible.	No person shall smoke in any patient care area in a hospital. Non-smoking signs must be clearly visible.	No person shall smoke in any hospital except in one specific area so designated. Non-smoking signs must be clearly visible.
G. RETAIL STORES with greater 10 employees	No by-law	Proprietor may designate whether retail store is smoking or non-smoking and areas restricted. Signs must be clearly visible from outside retail store.	Non-smoking areas must be designated but size and location of segregated areas remain with the proprietor. Non-smoking signs must be clearly visible.	Non-smoking except in a part thereof used as a hairdressing parlour, barber shop, restroom or offices used by members of the staff. Non-smoking signs must be clearly visible.	No person shall smoke in any retail store. Non-smoking signs must be clearly visible.
H. SERVICE LINE	No by-law	Proprietor may designate whether service line(s) will be smoking or non-smoking. Non-smoking signs must be clearly visible.	Non-smoking service lines must be designated but location of segregated areas remain with proprietor. Non-smoking signs must be clearly visible.		No person shall smoke in any service line on any premise. Non-smoking signs must be clearly visible.
I. TAXICABS	No by-law	Taxicab owner/driver may designate whether taxi will be smoking or non-smoking. Signs must be clearly visible.	Taxicab owner/driver must designate taxi as smoking or non-smoking. Signs must be clearly visible.	Non-smoking unless permitted by mutual consent of all passengers and driver. Signs must be clearly visible.	No person shall smoke in any taxicab. Non-smoking signs must be clearly visible.
J. ELEVATORS/ ESCALATORS	No by-law	Proprietor may designate smoking restrictions on elevators/escalators under his jurisdiction. Non-smoking signs must be clearly visible.			No person shall smoke in an elevator/escalator in any building or part thereof. Non-smoking signs must be clearly visible.
K. PUBLIC AREAS OF BUILDINGS	No by-law	Proprietor may designate smoking restrictions in public areas of buildings. Non-smoking signs must be clearly visible.	Proprietor must designate non-smoking areas of public areas of buildings. Non-smoking signs must be clearly visible.		No person shall smoke in a public area of any building. Non-smoking signs must be clearly visible.
L. PUBLIC WASHROOMS	No by-law	Proprietor may designate whether washrooms under his jurisdiction will be smoking or non-smoking. Signs must be clearly visible.	Non-smoking washrooms must be designated but location of non-smoking washrooms will remain with the proprietor. Non-smoking signs must be clearly visible.		No person shall smoke in any public washroom. Non-smoking signs must be clearly visible.

APPENDIX B

CRITERIA FOR TABLE 14.

Banks, Financial Institutions and Municipal Offices

Covers only one area, e.q. service line, & signage	= 1
Includes counters, lines, signage	= 2
Above , plus specified area of nonsmoking	= 3
Staff education and proprietor enforcement	add .5

Bars, etc.

Proprietor MAY designate	= 1
" Must designate	= 2
Above plus specified area of nonsmoking	= 3

Educational, etc.

Prohibits smoking except in designated areas	= 2
Above plus specified area for nonsmoking	= 3

Elevators, Escalators, and Stairways

Includes only one of above plus signage	= 1
Includes two of above plus signage	= 2
Includes three plus signage	= 3
Staff education and proprietor enforcement ...	add .5
Signage posting specified for more effect ...	add .5

Hospitals

Proprietor MAY designate & signage	= 1
Prohibits smoking except in designated areas & signage	= 2
Above plus specified area for nonsmoking	= 3
Staff education and proprietor enforcement	add .5
Smoke-free accomodation provided	add .5

Place of Public Assembly

Proprietor MAY designate & signage	= 1
Prohibits smoking except in designated areas & signage	= 2
Above plus specified area for nonsmoking	= 3
Staff education, proprietor enforcement, ashtrays	add .5

Reception Areas

Proprietor MAY designate & signage	= 1
Proprietor Must designate & signage	= 2
Above plus specified area for nonsmoking	= 3
or complete prohibition	
Staff education, proprietor enforcement	add .5
No signage required	subtract .5

Restaurants

Proprietor MAY designate & signage	= 1
Proprietor Must designate & signage	= 2
Above plus specified area for nonsmoking	= 3
Staff education, proprietor enforcement	add .5
Determination of patron's preference	add .5
Arrange smoke-free seating area	add .5
Movable dividers	add .5

Retail Stores

Proprietor MAY designate & signage	= 1
Proprietor Must designate & signage	= 2
Above plus specified area for nonsmoking or complete prohibition	= 3
Staff education, proprietor enforcement	add .5

Service Counters and Lines

Includes only one, either line or counter	= 1
Includes counters in 3 facilities and lines	= 2
Includes all facilities, counter and lines	= 3
Staff education, proprietor enforcement	add .5

Transportation

Includes only one transport	= 1
Includes two transport	= 2
Includes all three areas of transportation	= 3
Requires mutual consent	add .5
Prohibited upon request	add .5

Washrooms

Proprietor MAY prohibit smoking	= 1
Proprietor Must prohibit smoking	= 3

Workplace

Any inclusion in by-law	= 3
-------------------------	-----

Enforcement

Fine of less than or equal to \$50.00	= 1
Fine " " \$500.00	= 2
As above with increase with each offence	= 3

Education

Appears to be of a minor nature	= 1
Covers more areas than above	= 2
Regular, planned programs	= 3