

File

A G E N D A

For the meeting of City Council to be held in the Council Chambers  
on Monday, May 26th, 1958 at 5:00 p.m.

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1. Present:

Confirmation of the minutes of the meeting held May 12, 1958 and the special meeting held May 16, 1958.

2. Delegation:

1. Mr. F.W. Horn - re Addition to his Warehouse

3. Petition:

1. Re: Lane North of 45 St, from 49 Ave. to Lane East of 50 Ave.

4. Unfinished Business:

1. Re: Chronic Hospital - Red Deer, Alberta

2. Re: Signs and Billboards

5. Correspondence:

1. M. Christensen re Purchase of Land - E. 86 Feet of Block 8, Plan 8148, E.J.

2. Chief Licensing Officer re George's Car Sales, Red Deer

3. Recreation Director re Replacements - Recreation Commission

4. Sorensen Bus Lines re Bus Stops

5. J. Phelan re Lease of Property South of his Hotel

6. H.H. Schneider re Vacant Lot Next to 4802 - 51 Ave.

7. Old Timers Assoc. re Building on Exhibition Grounds

8. C.H. Snell re Plans of Surveys

6. Aldermen's New Business:

7. By-law:

1. No. 1951 - Land Sales

<u>NAME</u>	<u>LOT</u>	<u>BLK.</u>	<u>PLAN</u>	<u>ADDRESS</u>	<u>PUR. PRICE</u>	<u>MIN. FLOOR AREA</u>
HANSEN, K.D. & J.B.	39	1	4843 HW	5936-60 Ave.	\$375.00	720 sq. ft.
MORRIS CONST.	1	18	3227 KS	3856-E.W. Close	832.00	1000 sq. ft.
MORRIS CONST.	2	18	3227 KS	3852- " "	852.00	1000 sq. ft.
MORRIS CONST.	7	19	3227 KS	3941-38 A Ave.	780.00	1000 sq. ft.

8. Reports:

1. Financial Statement for April, 1958

2. Meat Inspection Report for April, 1958

3. Tax Collection - May 1st to May 13, 1958.

4. Auditor's Statement of Red Deer District Planning Commission

5. Re: Relations in City Service

6. Re: Boulevard Maintenance

7. Re: Cemetery Charges

8. Re: Court of Revision for Frontage Appeals
  9. Re: Memorial Centre (Agreement and Rates)
  10. Red Deer District Planning Commission Minutes
9. New Business:
1. Payment of Accounts

DELEGATION:

May 21, 1958

Mayor and Council  
City of Red Deer  
Red Deer

Dear Sirs:

I would like to attend your next Council meeting as it appears necessary that an amendment will be needed to allow me to build an addition on my present Warehouse now used by MacDonalds Consolidated.

The following points will have to be changed before we are able to proceed with this building.

1. Signature of architect.
2. Storm sewer drainage from present building and new addition.
3. Plot plan (your Mr. Deck has assured us that this can be looked after by his Dept.)

Unless I hear further from you I will attend your next Council meeting at approx. 5:00 p.m. on 26 inst.

Yours truly,

"F.W. Horn"

## NOTE:

- Item 1. Provincial Statute
- Item 2. City By-law
- Item 3. Can be handled

COMMISSIONERS

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PETITIONS:

2.

May 7, 1958

F.A. Amy  
City Clerk  
City of Red Deer, Alberta

Referring to a statement published in Red Deer Advocate, re local improvements planned for

"Lane North of 45th Street from 49th Avenue to lane East of 50th Avenue",

we, property owners as listed below, hereby petition that improvements on said lane be carried out in accordance with preferences as stated below.

46 Street	House No.	Name	Gravel	Paved
46 Street	4900	Mrs. F. Beaumont	Yes	
46 Street	4905	Frank E. Davis & Mrs. Davis	Yes	
46 Street	4909	Minnie M. McEachern	Yes	
46 Street	4913	Laura Brett	Yes	
46 Street	4913	Mrs. Clara Brett	Yes	
46 Street	4917	Mr. J. Bergdal		Yes
46 Street	4917	Mrs. H. Bergdal		Yes
46 Street	4921	David A. Halliburton	Yes	
46 Street	4921	Ida M. Halliburton	Yes	
46 Street	4925	B. Hamill	Yes	
45 Street	4904	A.W. Goodacre	Yes	
45 Street	4904	Mrs. A.W. Goodacre	Yes	
45 Street	4910	Mrs. M. Galaza	Yes	
45 Street	4910	M. Galaza	Yes	
45 Street	4914	R.A. Stewart	Yes	
45 Street	4918	J.E. McKee	Yes	
45 Street	4926	Mrs.E.C. Fletcher	Yes	
45 Street	4922	Mr. J.E. Wilson	Yes	

The above petition refers to the land running East and West behind the new Shell Service Station, the North-South portion was petitioned for.

Would recommend that the East West portion be deleted from the program for this year.

. COMMISSIONERS

May 9, 1958

Mr. F.A. Amy  
City Clerk  
City of Red Deer  
Red Deer, Alberta

Dear Mr. Amy:

Re: Chronic Hospital - Red Deer, Alberta

Your letter of May 7, 1958 has been read with interest, and the only comment I would make at the present time with regard to the question you raised is that the problem of Chronic Hospital will be considered during this year, as we are able to get more information available from the study of our Active Hospitalization program.

The suggestion that your City Council made of having the Chronic Hospital wing in proximity to the Twilight Homes, I believe is a good one, as the flow of patients both way would certainly be expedited.

Later on Professor Campbell will be having an assessment made of the hospital needs in your area, and at that time I believe it would be proper to discuss with him the problem that you have raised in this letter.

Trusting that this reply will be useful in bringing it forward to Council at the next meeting, and we shall look forward to discussing this problem further with you when we are making the survey.

Yours very truly,

"J. Donovan Ross" M.D.  
MINISTER OF HEALTH

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May 22, 1958

The City Commissioners  
City of Red Deer  
Red Deer, Alberta

Dear Sirs:

The sign committee would recommend the following policy be adopted to regulate and control signs and Billboards on the North and South approaches to the City from the old to the new City limits.

No advertising signs will be allowed within the confined of the street right of way, including service streets or roads or ahead of the established building lines and five feet from side property lines. One sign pertaining to the established business on the property may be placed ahead of the Building line within the confines of the property.

Billboards for general advertizing will be constructed and maintained to conform with the existing sign By-law and shall be of the illuminated type.

All applications will be submitted in writing giving locations and will be subject to approval of the sign committee.

Yours truly,

G.K. Jorgenson

Denis Cole

H.W. Halladay

NOTE: I consider this proposal a reasonable compromise.

Denis Cole

CORRESPONDENCE:LETTER NO. 1

4822 - 51 Street  
Red Deer, Alberta  
May 13, 1958

City Commissioners  
City Office  
Red Deer, Alberta

Dear Sir:

I would like to buy the lot of land E 86 feet of Block 8, Plan 8148 E.J., which we discussed previously at the City's price of \$2,500.00. I wish to build a four suite apartment on this site.

It would be appreciated if arrangements could be made as soon as possible. Thank you.

Yours truly,

"Marinus Christensen"

## NOTE:

May 14/58 - Price set by Council including survey - \$2,453.00.

P.P.U.	86'	@	10.50	-	903.00
Land	86'	@	15.00		1,290.00
Survey					50.00
Sewer and Water					<u>125.00</u>

TOTAL 2,368.00

C.E. Ross

Would recommend sale of above parcel.

COMMISSIONERS

LETTER NO. 2

May 8, 1958

City Clerk  
City of Red Deer  
Red Deer, Alberta

Dear Sir:

Re: George R. Roth - George's Car Sales  
5118 - 48 Street, Red Deer, Alberta

We wish to advise that this office is in receipt of an application from the above party for a License to cover the sale of Motor Vehicles at above location.

Will you kindly be good enough to furnish this office with a letter from the City Council in which they express their views and opinions insofar as any Zoning, Fire, Building, or Health By-laws or Regulations which might be infringed upon by this business.

Yours truly,

G.J. Armstrong  
CHIEF LICENSING OFFICER

## NOTE:

This land under lease to Mr. Roth from the City, requires resolution of Council.

COMMISSIONERS

May 20, 1958

E. Newman, Esq.  
City Commissioner  
Red Deer, Alberta

Dear Sir:

Re: Replacements - Recreation Commission

Replacements on the Commission for the next two year period consist of Mrs. E. Taylor (re-appointment), Mr. D. Holmes (re-appointment), and Mr. A. Guttman and Mr. J. Ferris.

One appointment remains to be made which will be done from the Allied Arts Council at a later date.

Yours sincerely,

C.J. Miller  
Recreation Director

NOTE:

For information of Council.

COMMISSIONERS

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LETTER NO 4

May 20, 1958

City Commissioners  
City of Red Deer, Alberta

Dear Sirs:

Re: City Bus Service

I am enclosing herewith map of the City showing the bus runs as now operated and have marked them with a red X where we would like the City to put up signs reading Bus Stops, as per agreement. I believe that this will give us much improved service when customers know where the bus is going to stop.

I would also request permission from the Council to allow us to install a bench at certain points through the City. These benches will be well made, well painted, and (we hope) carry advertizing on them. In driving around the City of Calgary, the other night, I saw quite a number of these benches at different points in the City, and they carry advertizing on the front of them. They are well built, well painted and will be an attraction and not in any sense of the word an eyesore. They certainly would be a boon to the elderly people waiting for the bus. We have marked the X with a circle at points where we would suggest having benches installed. They are movable and should any particular resident object to it in front of their property, the benches could be moved to another spot. We would probably start out with only three or four and gradually sell merchants on the others and would therefore request permission to proceed with this suggestion.

You will notice almost all points that have circles signify benches on corners where people have to walk some little distance to catch the bus.

Yours very truly,

CITY BUS SERVICE (Red Deer) Ltd.

"G.L. Sorensen"

NOTE \_ see next page



Regarding Signs:

We agreed to install these signs in the original agreement, however we feel the number should be reduced in certain areas, in particular along 47 Avenue where he has a bus stop sign on 5 corners in a row.

Regarding Seats

Would recommend we agree to this request but to a very limited degree, before each and every seat is placed, approval should be obtained from the Committee.

COMMISSIONERS

LETTER NO. 5

May 16, 1958

Mr. E. Newman  
Commissioner  
City of Red Deer

Dear Sir:

I wish to make application to Lease the property on the south side of my Hotel, with the first refusal, in case of sale.

Thanking you, I am

Yours very truly,

J.I. Phelan

Lease of Commercial Property

5% of Sale Value	7720 @ 5%	\$386.00
Taxes @ 67 Mills		506.52
Frontage Tax		<u>13.95</u>
		\$906.47

C.E. Ross

This is a 37½' Lot and Mr. Phelan plans on using it for a parking lot. If this requires a curb cut it must be at his expense.

COMMISSIONERS

LETTER NO. 6

May 14, 1958

To the Aldermen and Mayor  
City of Red Deer

Gentlemen:

Re: Vacant Lot Next to 4802 - 51 Avenue

Received your price as to the rent for one year on the above lot.

As we only require this property to store used machinery the price mentioned is beyond our budget.

Would it be possible to get some time to move and dispose of some of the used machinery on there now which should not be any longer than the end of this month?

I understand that there is a party willing to pay the assessed price. Should there be a change of mind, I am willing to pay \$300.00 a year until the property is sold or we move to a different location.

Thanking you.

H.H. Schneider

(Price quoted 900.00)



May 20, 1958

To the City Council  
Red Deer, Alberta

Dear Sirs:

Re: The Building of the Old Timers Lodge on the  
Exhibition Grounds

After getting the levels from your engineers and noting the street was being raised a matter of some 24 inches, we were forced to raise our foundation to this level, which will necessitate a fill of at least 2 feet. All of this will cause us extra expense, which we did not anticipate, and, therefore did not provide for it.

We respectfully request the City to consider the putting in of this fill for us.

Yours respectfully

R.H. Edgar  
President  
Old Timers' Association

NOTE:

44 Street due north of the hut is proposed to be raised about 8 inches.

N.J. Deck

Building levels are always given based on the nearest street line, in this case, as the engineer has mentioned, 44 St. will be raised 8 inches when reconstructed, in addition, a slight grade from the street to the building line is added.

We do not know why it is stated in the letter that the street is to be raised 2 feet.

As we know, all available fill is being placed in the Fairgrounds but not at this location.

COMMISSIONERS

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LETTER NO. 8

May 1, 1958

Mr. F.A. Amy  
City Clerk  
Red Deer, Alta.

Dear Sir:

Re: Plans of Surveys

I have been asked several times lately just what period of time is required to get a Plan registered.

Herewith is a letter I have just received from the Land Titles Office and it will give you some idea of the present congestion in that office.

I sent this Plan to Edmonton on March 11th.

It refers to the Plan of the Sewer Pipe Line in Block "Y" - Mrs. Clarence Markle.

I suggest you make a copy of this for the information of the Council and Commissioners and return me the original.

Yours very truly,

C.H. Snell

April 29, 1958

Mr. C.H. Snell, A.L.S.  
4915 - 48 Avenue  
Red Deer, Alberta

Dear Sir:

Re: Sewer Line R/W thru' Block Y, Plan 4900 R.  
Red Deer. S.E. 16-38-27-4.

We have your letter of April 26th with respect to the above and might state in return that, although the Plan was received March 24, same has not yet come up for checking due to the quantity of Right-of-Ways booked in ahead of it.

Yours truly,

T.E. Rippon  
Surveyor to the Land Titles Office

## NOTE:

The above information is brought to Council in the light of the delegation from the Chamber of Commerce, Junior Chamber of Commerce, House-builders Assoc. and the City this past fall, to Mr. Manning, requesting consideration be given to a Land Titles Office in Red Deer.

We were advised this was impossible, but every effort would be made to speed up service.

We suggest this letter be referred to the Chamber of Commerce with a possible recommendation they try again.

COMMISSIONERS

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REPORTS:

9.

Meat Inspection Report - April, 1958

Central Abbatoir

Cattle Slaughtered - 30  
Hogs slaughtered 14  
Carcasses condemned - 1 beef  
Portion condemned - liver - 4, - abcesses  
1, - adhesions  
liver portions - 4 - bruises  
  
Hogs - portions condemned - 6 hearts - adhesions  
2 lungs - adhesions  
  
carcasses condemned - 1

Bert's Cold Storage

Cattle slaughtered - 6  
Pork slaughtered - 2  
  
No condemnations or rejections

Alberta Meat Market

Carcasses slaughtered - cattle - 37 sheep - 12  
calves - 6 hogs - 35  
  
Carcasses condemned - 0  
  
Portions condemned - livers - 3 beef  
hearts - 2 pork

Yours truly,

"R.J. Marra"

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City Commissioners  
City of Red Deer

Gentlemen:

The following analysis outlines our Tax Collections from May 1st to May 13th, 1958, inclusive. The periods given for 1956 to 1957 are on a comparable basis to the aforementioned period in 1958.

	1956	1957	Increase Over Last Year	1958	Increase Over Last Year
Current Taxes	426,881.20	541,281.09	26.8%	632,350.45	16.8%
Arrears Taxes	1,397.09	2,388.95	70.9%	1,889.20	20.9% Decrease
Total Taxes	428,278.29	543,670.04	26.9%	634,239.65	16.7%
Levy	798,836.23	962,317.38	20.5%	1,116,638.65	16.0%
Levy Collected	53.6%	56.5%		56.8%	

May 21, 1958

P. Amy, Esq;  
City Clerk  
c/o City Hall  
Red Deer, Alberta

Dear Sir:

Attached please find a copy of the Auditor's Statement for the 1957-58 fiscal year of the Red Deer District Planning Commission.

Yours truly,

Robert R. Cundy  
Assistant Planner

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The Chairman and Members  
Red Deer District Planning Commission  
Red Deer, Alberta

Gentlemen:

We have audited the books and records of your "Commission" for the period 1st April, 1957 to 31st March 1958, and in our opinion the attached statement of Receipts and Disbursements, covering the aforementioned period, shows a true and correct statement of the amounts received and disbursed, according to the books of your Commission, and the best of the information and explanations as given to us by your Secretary and Treasurer.

ROBERTSON, ANDERSON & COMPANY  
Accountants - Auditors

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RED DEER DISTRICT PLANNING COMMISSION

Statement of Receipts and Disbursements  
1st April, 1957 to 31st March, 1958

R E C E I P T S

To Cash on Hand and in Treasury Branch 31st March, 1957		481.71
<u>Grants Received</u>		
Province of Alberta	12,983.00	
City of Red Deer	10,086.00	
Municipal District of Red Deer #55	756.00	
Town of Innisfail	630.00	
Town of Rocky Mountain House	630.00	
L.I.D. #65	755.00	
Municipal District of Mountain View	375.00	
	<u>26,215.00</u>	
Sub-division Fees	730.00	
Sale of Maps	68.00	
Sale of Camp Stove	13.97	
Telephone Refunds	33.55	
Advertising Refunds	75.00	27,135.52
<u>Total Balance Forward and Receipts</u>		<u>27,617.23</u>

# D I S B U R S E M E N T S

11.

## By Salaries

Director	6,000.00	
Assistant Director	4,500.00	
Draftsmand	3,540.00	
Stenographer	373.86	
Casual Help	431.18	14,845.04
<u>Honorariums</u>		
Secretary	25.00	
Treasurer	120.00	145.00
Employees Benefits - Unemployment Ins. and M.S.I.		174.71
<u>Fees, Allowances and Travelling</u>		
Members' Fees	636.40	
Director's Car Allowance	480.00	
Travelling Expenses	664.78	1,781.18
<u>Office Expenses</u>		
Rent	1,200.00	
Light	131.45	
Cleaning	240.00	
Telephone and Telegraph	220.75	
Postage, Stationery and Supplies	449.13	2,241.33
<u>Office Equipment Purchased</u>		
Filing Cabinets		94.50
<u>Technical Equipment Purchased</u>		
Engineers Scales		10.20
<u>Other Expenditures</u>		
Blue Printing Costs	320.03	
Traffic Survey	5,847.29	
Recreation Drawing	1,200.00	
Typing Costs	138.70	
Survey	185.00	7,691.02
<u>Miscellaneous</u>		
Advertising	299.00	
Bank Charges	5.88	
Alberta Planner's Conference Expense	81.15	
Library Books and Manuals	52.97	
Insurance	46.90	
Audit Fee	41.00	
Course Tuition, Photogram	40.00	
C.P.A.C. Memberships	31.10	
Urban Land Institute Membership	24.06	
Presentation Gift	19.17	
Office Renovation	18.34	
Aerial Photograph	15.07	
Subscriptions	9.00	
Sub-dividing Fees to Provincial Treasurer	182.50	
Cash Short	.10	866.24
		<u>27,849.22</u>

## Cash on Hand and in Treasury Branch March 31, 1957

Petty Cash on Hand	25.00	
Government of the Province of Alberta Treasury Branch		
General Account	1,288.37	
Government of the Province of Alberta Treasury Branch		
Sub-Division Account	24.50	
	1,337.87	
	<u>1,569.86</u>	
Less Outstanding Cheques		231.99
Net Overdraft		<u>27,617.23</u>

Re: Relations in City Service

A policy of not hiring relations in the City service has been in effect since 1954, it was adopted by the Unions together with the administration of that time, and we have followed this policy ever since.

It is a similar situation to the retirement ages, we were working on a policy which had not been approved by Council.

We therefore bring this to Council's attention and request their opinion on same.

COMMISSIONERS

Re: Boulevard Maintenance

In past years we have allowed \$5,000.00 for boulevard maintenance, this year we allowed \$1,000.00 for the trimming of trees on boulevards only.

In addition to this we allowed \$10,000.00 for boulevard construction, most of this money has been spent and many boulevards have been constructed, and seeded, after which it will be responsibility of the property owner to maintain.

We therefore recommend that in the areas where we used to maintain boulevards, the property owners be advised that the City can no longer handle same.

COMMISSIONERS

Re: Cemetery Charges

		<u>Present</u> <u>Charges</u>	<u>Recommended</u> <u>Charges</u>
		<u>Burials</u>	
Extra Charges	Adults: (All over 8 years)	\$20.00	\$25.00
	Children: Under 8 years	12.00	15.00
	Babies: (Still-born, etc.)	7.50	10.00
	Oversize Grave (Steel Vaults)	5.00	7.50
	Double Depth Grave	10.00	12.50
	Disinterment & Reinterment	40.00	50.00
	Saturdays, Sundays & Holidays	15.00	20.00
		<u>Plots</u>	
	Stillborn babies in special section	2.50	5.00
	Each regular size grave	25.00	50.00

Would suggest the above mentioned charges be adopted, effective immediately, subject to any charges which might be recommended by the Finance Committee who meet Friday, May 23, 1958.

COMMISSIONERS

Re: Court of Revision for Frontage Appeals

The necessary advertizing has been prepared and we recommend Monday June 30th, at 8:00 p.m. as the most convenient time for this Court to sit.

The court shall consist of no less than 3 and no more than 5 members, would recommend said court be appointed.

COMMISSIONERS



11.

This Agreement made in triplicate this       day of February, A.D.  
1951.

BETWEEN:

THE BOARD OF TRUSTEES OF RED DEER SCHOOL  
DIVISION NO. 35, (HEREINAFTER REFERRED TO  
AS THE PARTY OF THE FIRST PARTY),

- and -

THE CITY OF RED DEER, a BODY CORPORATE  
LOCATED IN THE PROVINCE OF ALBERTA,  
(HEREINAFTER REFERRED TO AS THE PARTY OF  
THE SECOND PART).

WHEREAS the Party of the First Part is the owner of Parcel "B" Plan 6786 E.T. (being part of the South-East Quarter of Section 21, Township 37, Range 28, West of the Fourth Meridian, in the Province of Alberta, formerly known as A-20 Army Camp and located within the confines of the City of Red Deer, in the Province of Alberta, aforesaid.

AND WHEREAS the Red Deer War Memorial Committee has raised by public subscription in the City of Red Deer and surrounding district a sum in excess of Sixty Thousand Dollars (\$60,000.00) and has expended these moneys in cooperation with the Red Deer School Division for the ~~adaptation~~ of an Army Drill Hall formerly known as No. 81-A (hereinafter referred to as the "Drill Hall") situate on the said lands, into a combined auditorium and gymnasium and in the construction of a War Memorial Entrance thereto, to be known as the RED DEER AND DISTRICT WAR MEMORIAL CENTRE, particulars of which will appear in Schedule "A" to be attached hereto forthwith after completion of the said Memorial Centre:

AND WHEREAS the Red Deer War Memorial Committee has assigned all of its interest in the said War Memorial to the City of Red Deer:

AND WHEREAS the Party of the First Part has made available for recreational purposes, as ~~party~~ of the said War Memorial Centre, a skating rink and playing fields, all situate on the aforesaid lands;

AND WHEREAS the parties hereto have agreed to collaborate in the development and operation of the said memorial and Recreational Centre:

NOW THEREFORE THIS INDENTURE WITNESSETH:

1. The Party of the First Part agrees that the said Drill Hall, skating rink and playing fields shall be utilized for a term of fifty (50) years from the date of execution of this agreement for the joint use of the Composite High School, in the City of Red Deer, and the citizens of the said City of Red Deer and district.
2. The Party of the First Part will have the exclusive use of the drill hall, skating rink and playing fields during school hours unless other arrangements are made by mutual agreement of the parties hereto, and at all other times they shall be available for the joint use of the Composite High School and the community at large.
3. The Party of the First Part agrees to pay for the light, heat, water janitor service, upkeep, maintenance and all other expenses of the drill hall, its furnishings and equipment and of the other said recreational facilities.
4. The Party of the First Part agrees to insure the drill hall and furnishings and equipment therein to their full insurable value covering fire, windstorm, hail, lightning, explosion, riot, impact by aircraft and vehicles, smoke damage and/or sprinkler damage and flood, and not so as to restrict the generality of the foregoing to insure against public liability for not less than the sum of \$50,000.00 and property damage for not less than the sum of \$5,000.00 and in the event of fire or other insurable hazards destroying all or part of the drill hall, furnishings and equipment, the proceeds from such insurance shall be used for the replacement of the property destroyed or damaged by fire or other of the said hazards or by mutual agreement to be paid to the parties hereto in the same proportions as their respective equities in the said property shall appear.



37.

5. Title to the lands on which the drill hall is situate and the adjoining lands comprising the following:

Commencing at the South-west corner of the drill hall to the west of the "Drill Hall"; thence south 326.5 feet more or less to the northerly boundary of the easterly prolongation of Fifty-eighth street; thence east 380.5 feet more or less along the north boundary of the prolongation of Fifty-eighth street to a point thirty (30') feet east of the southerly prolongation of the east wall of the "Drill Hall"; thence north and parallel with the said east wall to a point Thirty (30') feet north of the prolongation of the north wall of the "Drill Hall"; thence west and parallel with the said north wall to a point thirty (30') feet west of the prolongation of the west wall of the "Drill Hall"; thence south and parallel to the west wall of the "Drill Hall" to a point Thirty (30) feet west of the south-west corner of the "Drill Hall"; thence west to the point of commencement;

shall remain with the Party of the First Part during the term of this agreement, but forthwith upon the expiry of this agreement the party of the First Part shall convey unto the Party of the Second Part forthwith thereafter by transfer free from all encumbrances the full equity in the said lands to which said Party of the Second Part shall be entitled, according as it shall be at that time appear, upon the basis hereinafter set forth. Title to the other lands used for recreational purposes shall at all times remain with the Party of the First Part.

6. The said Party of the First Part shall, as soon as possible following the execution of these presents and at its expense, have a survey made of the land hereinbefore described and shall take all such steps necessary to secure a clear title in the name of the Party of the First Part to such lands.

7. The respective equities of the parties hereto in the drill hall, furnishings and equipment therein, and the said lands shall be determined as follows:

The equity of the Party of the First Part shall forthwith be determined by an independent appraisal of the drill hall, the furnishings and equipment therein, and the said lands, which shall be accurately described by an appraiser acceptable to the Party of the Second Part. The equity of the Party of the Second Part shall be the amount which it expends for the improvements to the drill hall made pursuant to the provisions of paragraph 2.

a detailed statement of the said equities shall be annexed hereto as Schedule "A" and shall form part of this agreement.

The said respective equities of the parties hereto expressed as percentages shall remain constant except as to subsequent capital expenditures made by either one of the parties hereto by mutual consent, which said capital expenditure expenditures shall be added to the equity of the party making the said expenditures.

8. The name of the said memorial and recreational centre will be THE RED DEER AND DISTRICT MEMORIAL CENTRE.

9. The use of the said auditorium and the gymnasium in the East part of the drill hall shall be shared by the Party of the First Part and the community at large of the City of Red Deer and District in accordance with the regulations to be determined by a joint management committee as hereinafter described.

10. The sole control and management of the Memorial Centre shall be vested in a joint management committee (hereinafter referred to as the Management Committee"), which shall consist of seven members, three of whom shall be members of the party of the First Part of its successors and assigns, to be appointed by the Party of the First Part or its successors and assigns, and three of whom shall be appointed by the Party of the Second Part, its successors and assigns. Of the first members appointed by the Party of the Second Part hereto one shall retire at the end of the first year following his appointment, one at the end of the second year following his appointment, and one at the end of three years following his appointment, and their successors shall hold office for three years. Members of the

Management Committee may be appointed to successive terms of office provided that members appointed by the Party of the Second Part, its successors and assigns, shall not in any event hold office for more than six consecutive years. The six members appointed by the parties hereto shall each year select an independent chairman, who shall hold that office for not more than three successive years. In the event of the chairman dying or resigning or being otherwise unable to perform his duties during his term of office, the Management Committee shall appoint a successor for the unexpired portion of his term of office. Should a member of the Management Committee representing the Party of the Second Part move away or for any reason become ineligible to become a member, then his successor shall be appointed or selected by the Party of the Second Part to hold office for the unexpired term.

11. The Memorial Centre shall be operated on a non-profit basis for the service of the community at large, but any net profits, which shall be kept to a minimum, accruing from the operation of the Centre, shall be turned over to the Party of the First Part.

12. It IS AGREED that in the event of the drill hall being replaced in future by another building or remodelled in any way, a memorial feature shall be preserved as part of the new or remodelled building.

13. In consideration of the execution of these presents by the Party of the Second Part, the Party of the First Part covenants and agrees that the financial responsibility of the Party of the Second Part shall be limited to the amount of money made available to the Party of the Second Part by the Red Deer and District War Memorial Committee.

14. At the expiration of this agreement one of the following courses will be followed by the Parties hereto:

- (a) The agreement may be renewed on the terms satisfactory to the parties hereto, one of which terms shall be the conveyance by the party of the First Part to the Party of the Second Part hereinbefore referred to.
- (b) By a mutual agreement, the remaining assets may be divided between the parties hereto in the same proportion as the respective equities in the said assets.
- (c) By mutual agreement, either one of the parties may purchase from the other its equity in the assets at a price to be determined by an independent appraiser acceptable to both parties.

This Agreement shall enure to the benefit of and be binding upon the successors and assigns of the parties hereto respectively.

IN WITNESS WHEREOF the Party of the First Part has hereunto affixed its corporate seal under the hands of its proper officers in that behalf and the Party of the Second Part has hereunto affixed its corporate seal under the hands of its Mayor and Secretary-Treasurer the day and year first above written.

The Board of Trustees of  
Red Deer School Division No. 35

\_\_\_\_\_  
\_\_\_\_\_  
City of Red Deer

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Secretary-Treasurer

RED DEER & DISTRICT MEMORIAL CENTRE  
PROPOSED REVISION OF RENTAL RATES - AUDITORIUM & GYMNASIUM

<u>GROUP 1</u> (no admission charge)		<u>Auditorium</u>	<u>L.P.A.</u>	<u>GYMNASIUM</u>	
1. Religious Organizations (Red Deer & Dist).	A.M.	6.00	5.00	1.00	per hr.
2. Educational " " "	P.M.	9.00	7.00	1.50	" "
3. School Functions (other than C.H.S. but Red Deer & District)	Evening	25.00	20.00	4.00	" "
	Day Rate	35.00	30.00		
<u>GROUP 2</u> (no admission charge and used by non-profit organizations)					
1. Alberta School Trustees' Association	A.M.	7.50	6.00	1.50	" "
2. Alberta Teachers' Association	P.M.	10.00	8.50	2.50	" "
3. School Agencies (not school supply house agencies)	Evening	30.00	25.00	5.00	" "
4. Red Deer & District groups operating on prepaid membership					
5. or Group I with an admission charge	Day Rate	42.50	35.00		
<u>GROUP 3</u> (Group 2 except there is an admission charge)					
	A.M.	9.00	7.00	2.00	" "
	P.M.	15.00	12.50	3.00	" "
	Evening	40.00	32.50	6.00	" "
	Day Rate	50.00	42.50		
<u>GROUP 4</u> Activities sponsored by Red Deer & Dist) groups other than those mentioned in groups 1 and 2 with admission charge but with proceeds after costs, going to charity or to own organization funds if wholly locally established.					
	A.M.	10.00	8.00	2.50	" "
	P.M.	20.00	17.50	3.50	" "
	Evening	60.00	52.00	7.00	" "
	Day Rate	70.00	62.00		
<u>Group 5</u> Outside commercial groups Double rate charged when 2 performances are given in the one evening					
	A.M.	10.00	8.00	15.00	Session
	P.M.	15.00	12.50	25.00	"
	Evening	75.00	70.00	40.00	"
	Day Rate	90.00	80.00	60.00	"
<u>GROUP 6</u> Name bands for dances					
	Evening			75.00	"
<u>GROUP 7</u> Political Meetings					
	P.M.	30.00	25.00	25.00	"
	- Evening	50.00	42.50	40.00	"
<u>GROUP 8</u> Carnivals (Local or Local Sponsored)					
	P.M.			25.00	"
	Evening			40.00	"
<u>GROUP 9</u> Sports Events (per session without admission) Sports Events (per session with admission)					
				2.00	per hr.
				2.00	" "
					plus 25%
<u>GROUP 10</u>					

GENERAL PRACTICE RATES

During ordinary course of caretakers' duties the rate is 10% of regular charge. If out of ordinary working hours of caretaker and on Saturdays and Sundays the rate is 10% of regular charge plus caretaker's wages on hourly basis at over-time rate.

REGULAR CHARGES - Are for actual performance time.

AUDITORIUM & BALCONY - is the entire 833 seats.

L.P.A. - Lower Part of Auditorium where balcony is not used and maximum seating is 638 seats.

PIANO - The Grande Piano is available for use on the stage but permission to use same must be obtained. If the piano must be moved off the stage a special charge covering cost of moving and tuning, will be made. Costs re moving and tuning to be prepaid. Moving means taking piano off the stage and replacing it back on the stage and having piano tuned after moving. Arrangements for moving to be made by the Committee Secretary

Resolution. Piano. May 12, 1958

Under no consideration is piano to be moved off the stage.