

DATE: September 13, 1994
TO: All Departments
FROM: City Clerk
RE: PLEASE POST FOR THE INFORMATION OF EMPLOYEES

SUMMARY OF DECISIONS

FOR THE REGULAR MEETING OF RED DEER CITY COUNCIL
HELD IN THE COUNCIL CHAMBERS, CITY HALL,
MONDAY, SEPTEMBER 12, 1994
COMMENCING AT 4:30 P.M.

- (1) Confirmation of the Minutes of the Regular Meeting of August 29, 1994

DECISION - APPROVED AS TRANSCRIBED

PAGE

- (2) **UNFINISHED BUSINESS**

- 1) City Clerk - Re: Taxi-Business Bylaw Amendment 3076/A-94

.. 1

DECISION - APPROVED AMENDMENT TO BYLAW

(3) **PUBLIC HEARINGS**

- 1) City Clerk - Re: Road Closure Bylaw 3114/94/Closure of all that portion of Kelly Street, Plan 932-0345/0.378 hectares/Kentwood Phase 5B subdivision . . . 23

DECISION - PUBLIC HEARING HELD

(4) **REPORTS**

- 1) Land and Economic Development Manager - Re: Sale of Lot U2, Block 3, Plan 1142 NY/Turbo/Shell Canada Products, Imperial Oil/Exxon, Triple A Electric . . . 25

DECISION - AGREED TO SALE OF LAND TO TURBO/SHELL CANADA PRODUCTS

- 2) City Clerk - Re: Disposal of Municipal Reserve . . . 29

DECISION - RECEIVED AS INFORMATION

- 3) Recreation, Parks & Culture Board - Re: Separate School Board Representative . . . 31

DECISION - AGREED TO APPOINT DON DOLAN AS THE SEPARATE SCHOOL BOARD REPRESENTATIVE

- 4) Bylaws & Inspections Manager - Re: Animal Control Contract . . . 32

DECISION - AGREED TO TENDER FOR BOTH DOG AND CAT CONTROL WITH ALTERNATE LEVELS OF SERVICES

- 5) Environmental Advisory Board - Re: Environmental Advisory Board Bylaw Amendment 3020/A-94/Membership Terms .. 40

DECISION - RECEIVED AS INFORMATION

- 6) City Administrators - Re: Red Deer Regional Planning/Draft Service Contracts .. 41

DECISION - AGREED TO THREE YEAR CONTRACT FOR PLANNING SERVICES

- 7) Information Technology Resources Committee - Outsourcing of the Unisys 2200 Mainframe to B.C. Tree Fruits on December 1, 1994 .. 46

DECISION - REPORT RECEIVED AS INFORMATION

(5) **CORRESPONDENCE**

- 1) Town of Penhold - Re: Regional Response Improvement Grant Application/County of Red Deer Joint Municipalities Disaster/Mutual Aid Communications Network (Cordnet) Project .. 50

DECISION - RECEIVED AS INFORMATION

- 2) Vellner Group of Companies - Re: Kresge Building Setbacks .. 51

DECISION - AGREED TO TABLE TO OCTOBER 11, 1994 COUNCIL MEETING

- 3) Legislative Assembly, Alberta - Re: Request for Meeting with Council/MLA for St. Albert . . 53

DECISION - AGREED TO MEET WITH M.L.A.

- 4) Alberta Urban Municipalities Association - Re: FCM Board Members/Compensation . . 54

DECISION - AGREED NOT TO PARTICIPATE IN PROGRAM

- 5) The Sonnenbergs and the Wolters - Re: Rezoning Request/Lots 6 and 7, Block 12, Plan 3586 AE/Municipal Reserve to R1 . . 56

DECISION - AGREED TO DENY REQUEST TO CHANGE MUNICIPAL RESERVE TO R1

(6) **PETITIONS AND DELEGATIONS**

(7) **NOTICES OF MOTION**

NOTICE OF MOTION SUBMITTED BY ALDERMAN STATNYK RELATIVE TO RED DEER COLLEGE STUDENT PARKING IN WEST PARK

(8) **WRITTEN ENQUIRIES**

(9) **BYLAWS**

- 1) 3020/A-94 - Environmental Advisory Board Bylaw/Membership Terms - 3 readings . . 40
.. 66

DECISION - BYLAW GIVEN THREE READINGS

- 2) 3076/A-94 - Taxi-Business Bylaw Amendment - 2nd & 3rd readings .. 1
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DECISION - BYLAW GIVEN 2ND AND 3RD READINGS

- 3) 3114/94 - Road Closure Bylaw/Closure of all that portion of Kelly Street, Plan 932-0345/0.378 hectares/Kentwood Phase 5B subdivision - 2nd & 3rd readings .. 23

DECISION - BYLAW GIVEN 2ND AND 3RD READINGS

A G E N D A

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Committee of the Whole

- 1) **Administrative Matter**

UNFINISHED BUSINESS

NO. 1

DATE: September 7, 1994
TO: City Council
FROM: City Clerk
RE: TAXI-BUSINESS BYLAW AMENDMENT 3076/A-94

At the Council Meeting of August 2, 1994, first reading was given to Taxi-Business Bylaw Amendment 3076/A-94.

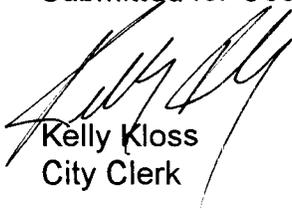
Following first reading, Council agreed that the Taxi Commission be requested to hear and coordinate comments from the taxi industry and individuals with concerns regarding the proposed changes to the Taxi-Business Bylaw. This process has now been completed and attached are changes recommended by the Taxi Commission to the Taxi-Business Bylaw Amendment 3076/A-94.

In addition to the document outlining the above changes, I have also attached the following:

1. Bylaw 3076/A-94 as presented to Council August 2, 1994
2. The administrative reports which appeared on the Council Agenda of August 2, 1994
3. Bylaw 3076/A-94 incorporating the changes as recommended by the Taxi Commission. This Bylaw is located in the Bylaw Section of the Agenda.

If Council agrees with the recommendations of the Taxi Commission, then it would be in order for Council to pass a resolution at second reading amending Bylaw 3076/A-94, following which second and third readings can be given to the Bylaw as amended.

Submitted for Council's consideration.



Kelly Kloss
City Clerk

KK/ds

**CHANGES TO BYLAW NO. 3076/A-94
THE TAXI BUSINESS BYLAW**

AUGUST 23, 1994

A good representation from each of the taxi companies was in attendance, and a full consensus was received on each of the following changes to the Taxi Business Bylaw.

Page 1 - Paragraph 3 - which refers to Section 2 (p), third line, after the word Broker,

add "or Manager".

Effect: "Qualified Applicant" should also include a Manager who has been in the industry for some time. He possibly started in the industry as a taxi driver and was promoted to a Manager/Supervisor, and therefore should also be a qualified applicant.

Page 2 - Paragraph 10 (1) - 735 persons of City population to

Change to: ".....750 persons of City population....."

Effect: The average North American rate is about 1/900. A consensus was received from members of the industry in attendance that a 1/750 ratio is a compromise. The issues requested by members of the industry resulted in "give and take" decisions - and this was one area where the driver-owners are compensated somewhat.

Page 3 - Paragraph 10 (6) - Delete paragraph (6) and replace same with:

"(6) In addition to the foregoing, upon application, the License Inspector shall issue three (3) additional License Plates to be used for Wheelchair Accessible Vehicles as follows:

**One (1) to Associated Cabs,
One (1) to Red Deer Cabs and
One (1) to Alberta Gold Taxi**

Provided however, that if, at the end of six months following the passing of this Bylaw, any one of the above three companies does not apply for its Wheelchair Accessible License Plate, said plate or plates not utilized shall be placed in a lottery to be applied for by the remaining taxi company or companies.

Effect: The major effect will be providing a wheelchair accessible taxi service to the handicapped community. The six-month period was arrived at due to the fact that it will take six months to apply for grants, deal on a van and get it into operation. If, after that time, one of the above companies does not apply, any other company may apply for that available WAV plate, therefore ensuring that the handicapped community will still receive a maximum of 3 Wheelchair Accessible Vans.

A consensus was received from members of the industry in attendance.

SCHEDULE "B"

Effect: The driver-owners are requesting the following rate increases at this time due to the fact that there has not been an increase in rate in the past 4 years. The rate increase 4 years ago only reflected the implementation of the GST, with the result being virtually no actual increase in income to the drivers. It was agreed by owners and drivers that the drivers have experienced increases to their cost of operation, which costs have all but completely eclipsed any benefits to them from the increases of 4 years ago.

It is understood that these increase will take effect with the passage of this Bylaw Amendment.

1 (a) \$2.00 for the first 102 metres or portion thereof.

Change to: "1 (a) \$2.20 for the first 100 metres or portion thereof."

Page 3
Taxi Bylaw 3076/A-94

1 (b) \$0.10 for each additional 102 metres or portion thereof.

Change to: "1 (b) \$0.10 for each additional 100 metres or portion thereof."

1 (c) waiting time - no charge for the first 3 minutes, thereafter \$20.00 per hour based on the proportion of the time during which the Taxi waited, calculated at \$0.10 per 18 seconds.

Change to: 1 (c) waiting time - no charge for the first 3 minutes; thereafter \$25.00 per hour based on the proportion of the time during which the Taxi waited.

Paragraph 34 of the original Amending Bylaw, Schedule B, Paragraph 6, is changed by deleting 102 metres and substituting therefor "100 metres", i.e.

"6 Where a person requesting Taxi services requests the use of a motor vehicle commonly known as a "station wagon", or a "van", then the fare charged for the first **100 metres** shall be \$7.00. This provision shall not apply to a station wagon or a van when it is being used for the transportation of a physically handicapped passenger."

Effect: This change coincides with the above change to 100 metres.

PAGE 14 OF THE ORIGINAL BYLAW:

Delete Paragraph (4) and replace it with the following:

"25 (4) If a Transferee who has acquired a Taxi from a Taxi Licensee defaults on the purchase agreement and the Taxi is then repossessed by the vendor, the Taxi License Plate shall be surrendered to the License Inspector. The vendor shall be entitled to have the Taxi License Plate reissued on application to the License Inspector if Section 16(1) and (2) and Section 25(1), (2) and (3) are complied with, and provided that such application is made not later than 3 months after the date of repossession of the Taxi."

Effect: (1) There will be no black-marketing of plates.
(2) This will allow the vendor to re-sell the vehicle as a viable taxi to another qualified applicant.

Bylaw submitted to Council August 2, 1994.

BYLAW NO. 3076/A-94

Being a Bylaw to amend Bylaw No. 3076/92, the Taxi-Business Bylaw of The City of Red Deer.

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

1 The Taxi-Business Bylaw is amended as set out herein.

2 Section 2 (m) is deleted in its entirety.

3 Section 2 (p) is deleted and replaced with the following new Section:

"(p) Qualified Applicant" means a person who has been involved in the Taxi industry in the City in the capacity of a Taxi Driver, Dispatcher, Supervisor or Broker for a period of 12 consecutive months immediately prior to such person's application for a Taxi License Plate. For the purposes of this Section the period of 12 consecutive months shall be deemed not to be interrupted by reason only of periods of vacation or absences due to illness not exceeding 3 months in total. Where, because of a combination of factors such as illness, vacation or other special circumstances, the period of 12 consecutive months is interrupted for more than 3 months, a person may apply to Council for a declaration that he or she is nevertheless a Qualified Applicant".

4 Section 2 (u) is deleted and replaced with the following new Section:

"(u) "Taxi Driver" means any person who is licensed to drive a Taxi;"

5 Section 2 (w) is deleted and replaced with the following new Section:

"(w) "Taxi License Plate" means the City Identification Plate issued under this Bylaw for attachment to a Motor Vehicle licensing such vehicle for use as a Taxi and includes a Wheelchair Accessible Vehicle Taxi License Plate;"

6 Section 3 (a) is deleted and replaced with the following new Section:

"(a) has available to him or her at least 3 licensed Taxis for use in the Taxi Business;"

7 Section 3 (c) is deleted and replaced with the following new Section:

"(c) has supplied a list of the motor vehicles which will be used in the Taxi Business."

8 Section 7 (1) is deleted and replaced with the following new Section:

" (1) A Taxi Broker's License shall be valid until January 31 in the year following the year in which it was issued."

9 The words "the operation of" are deleted from Section 9.

10 Sections 15 (1) to 15 (5) are deleted and replaced with new Sections 15 (1) to 15 (6) as follows:

" (1) The maximum number of Taxi License Plates which may be issued each year under this Bylaw (the "licenses available") shall be equal to the number of licenses issued as at December 31 in the immediately preceding year and under which Taxis were, in fact, operated for a minimum of 40 weeks in that calendar year, or alternately, one license per 735 persons of City population based on the population of the City determined in the most recent Annual Census, whichever is greater.

(2) For the purpose of determining compliance with the requirement set out in Section 15 (1) and Section 18 that Taxis shall have been operated under a particular Taxi License Plate for the necessary 40 weeks, the Licence Inspector will accept the statement of the applicant that this was indeed the case. If the truth of such statement is challenged then the License Inspector may require the applicant to produce copies of stand rental agreements covering the necessary 40 weeks.

(3) Notwithstanding the foregoing, where, because of a combination of factors such as illness, vacation or other special circumstances, the Taxi is not operated for a period of 40 consecutive weeks, a person may apply to Council for a

declaration that the Taxi shall nevertheless be included in the calculations for the purpose of determining the maximum number of Taxi License Plates to be issued.

(4) A Qualified Applicant who held a Taxi License in the immediately preceding year shall be entitled, on application duly made, to receive a Taxi License for the current year in priority to new applicants. Thereafter, if additional Taxi Licenses are still available, and if more applications are received from Qualified Applicants than the number of licenses available, the allocation of licenses shall be made by a draw conducted by the License Inspector.

(5) Any licenses which are surrendered or revoked at any time shall not thereafter be reissued.

(6) In addition to the foregoing, the License Inspector may issue Wheelchair Accessible Vehicle Taxi License Plates in an amount not to exceed 5% of the Taxi License Plates issued under Section 15 (1)."

11 Section 16 (2) is deleted and replaced with the following new Section:

"(2) Not more than 1 Taxi License Plate Shall be issued to a Taxi Licensee."

12 New Section 16 (3) is added as follows:

"(3) The number of Wheelchair Accessible Vehicle Taxi License Plates issued to a Broker or Licensee shall not be considered in determining whether there is compliance with Sections 16 (1) and (2)."

13 Section 17 (1) is amended by deleting the words "not later than January 31 in the year for which the Taxi License Plate is requested".

14 Section 17 (1) (b) (iv) is deleted and replaced with the following new Section:

"(iv) In the case of a natural person, is a Qualified Applicant;"

15 Section 17 (e) is deleted in its entirety.

"(f) evidence the vehicle is painted in the registered identification colours of the Broker with which the vehicle will be affiliated, or in the case of a vehicle which is operated independently, evidence that the vehicle is painted in the identification colours approved by the License Inspector from time to time."

17 New Section 17 (g) is added as follows:

"(g) in the case of a corporation, the full particulars of incorporation and the full names, addresses and telephone numbers of all shareholders and directors of the corporation. Where a shareholder or director of a corporation is also a corporation, then the applicant must supply the full names, addresses and telephone numbers of the shareholders and directors of such corporations. For greater certainty, the obligation shall be to supply information as to the natural persons involved in corporate applicants, regardless of the number of corporations that may be involved."

18 Existing Section 17 (2) is renumbered to 17 (3) and new Section 17 (2) is added as follows:

"(2) Any person who wishes to obtain a Wheelchair Accessible Vehicle Taxi License plate shall make application to the License Inspector in accordance with the provisions of Section 17 (1) and in addition shall provide proof to the satisfaction of the License Inspector that the vehicle in respect of which the plate is to be issued meets the requirements set forth in the document known as C.S.A. D409-92 "Motor Vehicles for the Transportation of Persons with Physical Disabilities" or any replacement for that document."

19 Section 18 is deleted and replaced with the following new Section:

"18 No Taxi License Plate shall be renewed in any subsequent calendar year without compliance with Sections 15 (2) and 17. Notwithstanding this, where the vehicle in respect of which the Taxi License Plate has been issued has not been operated for a minimum of 40 weeks in the calendar year prior to the application for renewal, the Taxi License Plate shall not be renewed."

20 Section 20 is deleted and replaced with the following new Section:

"20 If a Broker ceases to be the holder of a valid Taxi Broker's License, then the Broker and any person holding a Taxi License Plate in respect to a Taxi used in that Broker's business shall cease to operate such Taxi and shall return the Taxi License Plate to the License Inspector."

21 Section 21 is deleted and replaced with the following new Section:

"21 A Taxi license Plate shall be valid until January 31 in the year following the year in which it was issued."

22 Section 25 (3) (a) is deleted and replaced with the following new Section:

"(a) the Taxi Licensee proposing the transfer has been the holder of a Taxi License Plate for not less than 12 consecutive months or the Taxi Licensee is proposing the transfer due to his or her own ill health, proof of which shall be supplied to the satisfaction of the License Inspector;"

23 Section 25 (4) is amended by adding the words "or Licensee" after the word "Broker" wherever that word occurs in the Section.

24 Sections 26 (f) and (h) are deleted and replaced with the following new Sections:

"(f) a list of all the Provinces or Territories in Canada in which the Applicant has at any time been issued a license to drive a motor vehicle;

(h) evidence that the Applicant is properly licensed to drive a motor vehicle under the laws of the Province of Alberta;"

25 Section 27 is deleted and replaced with the following new Section:

"27 A Taxi Driver's License shall be valid until January 31 in the year following the year in which it was issued."

26 In Section 34 (a) the word "schedule" is deleted and replaced with the word "scheduled".

27 In Section 36 the word "operated" is deleted and replaced with the word "driven".

28 In Section 48 (e) (i) the word "operate" is deleted and replaced with the word "drive".

29 Section 58 is deleted and replaced with the following new Section:

"58 No Person shall operate or permit the operation of a Taxi bearing registered identification colours of a Broker unless that vehicle is owned or operated by that Broker or unless the owner of the vehicle is affiliated with that Broker."

30 Section 59 is deleted and replaced with the following new Section:

"59 No Broker or Taxi Licensee shall, either directly or indirectly, permit any person to drive a Taxi unless that person is the holder of a subsisting Taxi Driver's License."

31 In Section 64 the word "operate" is deleted and replaced with the word "drive".

32 New Sections 64.1 and 64.2 are added as follows:

"64.1 No person shall drive a Wheelchair Accessible Vehicle Taxi within the City without being the holder of a subsisting Taxi Driver's License and a current qualification in First Aid equivalent to St. John's Ambulance First Aid Level One training.

64.2 Priority for the use of Wheelchair Accessible Vehicle Taxis shall be given to persons with physical disabilities who are in wheelchairs."

33 Paragraph 3 (c) of Schedule B is deleted and replaced with the following new paragraph:

"(c) a discount of 10% from the rates herein specified to all persons 65 years of age or over and to all persons who are mentally or physically handicapped. The Taxi Driver shall keep a record of each such transaction."

34 Paragraph 6 of Schedule B is deleted and replaced with the following new paragraph:

"6 Where a person requesting Taxi services requests the use of a motor vehicle commonly known as a "station wagon", or a "van", then the fare charged for the first 102 metres shall be \$7.00. This provision shall not apply to a station wagon or a van when it is being used for the transportation of a physically handicapped passenger."

35 This Bylaw shall come into full force and effect upon the passage of third reading.

READ A FIRST TIME IN OPEN COUNCIL this	day of	A.D. 1994.
READ A SECOND TIME IN OPEN COUNCIL this	day of	A.D. 1994.
READ A THIRD TIME IN OPEN COUNCIL this	day of	A.D. 1994.

MAYOR

CITY CLERK

Reports submitted to Council August 2, 1994.

DATE: July 22, 1994
 TO: City Clerk
 FROM: Bylaws & Inspections Manager
 RE: Taxi Bylaw

Please place the following item before Council for their consideration.

The Taxi Commission has completed the yearly review of the Taxi Bylaw as set out in the Bylaw. Public meetings and written submissions from the taxi industry were invited resulting in several meetings of the Commission which produced the following resolutions:

"That the Red Deer Taxi Commission agree that there be no taxi fare increase for the 194/95 term ending September 30, 1995, and that an increase, if any, for the 1995/96 term be established at the 1995 Annual Review."

"That the Red Deer Taxi Commission hereby agree that

- in view of the fact that there are some special transportation needs in the community;
- and in view of the constraints the municipality is facing, and the impact that it will have on the transportation system in our community in providing a better service to persons in wheelchairs;

that additional taxi plates be allowed to qualified applicants of the taxi industry for the operation of wheelchair accessible vehicles, to be used for multi purpose use, on the following conditions:

1. That priority of the wheelchair accessible vehicles be given to handicapped persons in wheelchairs;
2. That the wheelchair accessible vehicles have standard equipment in accordance with Federal regulations;
3. That the wheelchair accessible vehicles be driven only by specially trained drivers;
4. That the number of additional plates for wheelchair accessible vehicles not exceed 10% of the maximum number of taxi plates allowed each year in accordance with the Taxi Business Bylaw 3076/02 and amendments thereto."

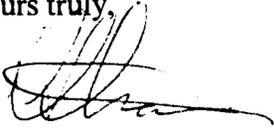
TAXI BYLAW
July 22, 1994
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"That the Red Deer Taxi Commission agree that there be no increase in the fees as set out in the written submission of the Building Inspections Manager dated February 15, 1994."

"That the Red Deer Taxi Commission hereby approve the amendments suggested by the Associate Solicitor in his written submissions of February 15, 1994."

In accordance with that resolution, attached are proposed amendments to the Taxi Bylaw.

Yours truly,

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

R. Strader
Bylaws & Inspections Manager
BUILDING INSPECTION DEPARTMENT

RS/cp

CHAPMAN RIEBEEK

Barristers & Solicitors

THOMAS H. CHAPMAN, Q.C.*
NICK P. W. RIEBEEK*
DONALD J. SIMPSON

T. KENT CHAPMAN*
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* Denotes Professional Corporation

PLEASE REPLY TO RED DEER

Your file:
Our file: 20,157 DJS

July 21, 1994

City of Red Deer
City Hall
Red Deer, Alberta

Attn: Kelly Kloss, City Clerk

Dear Sir:

RE: AMENDMENT TO TAXI BYLAW

At its meeting of June 28, 1994 the Taxi Commission recommended changes to the Taxi Bylaw to accomplish a number of objectives, namely the following:

- a) to clarify the wording of various sections of the Bylaw so as to replace the word "operate" with the word "drive" wherever possible;
- b) to amend the definition of "Qualified Applicant" to make it clear that the 12-month period of employment in the Taxi industry which is required before a person is qualified to apply for a Taxi License makes allowance for absences due to illness, vacation or other similar causes;
- c) to make allowance for absence due to illness, vacation or other similar causes in calculating whether a vehicle has been operated for 40 weeks for the purpose of entitlement to licensing in the following year;
- d) to amend the bylaw to allow vehicles to be operated independently, i.e. without

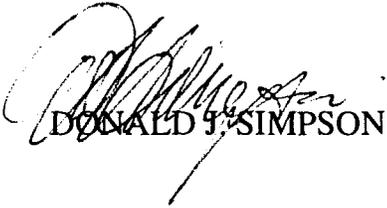
being associated with a specific broker (This change is required as a result of a recent court decision in Edmonton);

- e) to extend the validity of licenses to the end of the first month of the following year to allow for the period during which new licenses are being issued;
- f) to clarify the requirement for information to be provided about the corporate and individual shareholders of a Taxi broker;
- g) to clarify the wording dealing with the granting of fare discounts to seniors and the handicapped;
- h) to allow a new category of Taxi License Plates for Wheelchair Accessible Taxis, and identify the approved equipment standard such vehicles should meet.

The enclosed amending bylaw incorporates these changes and is presented for consideration by Council.

The provisions in respect of the Wheelchair Accessible Vehicle Taxi License Plates would increase the total number of Taxis in the City and the plates would be granted to applicants on a "first-come, first-served" basis. There would be no maximum number of Wheelchair Accessible Vehicle Taxi Plates for any particular applicant and no distinction would be made between corporate or individual applicants.

Yours truly,



DONALD J. SIMPSON

TAXI BYLAW - SUGGESTED AMENDMENTS - Feb. 15, 1994 ASSOCIATE SOLICITOR:

1. Section 2 (m) "Operate": The definition contains the word "operate" which is what is being defined. The presence of this word brings in some confusion and uncertainty and it should be eliminated. Also, a question arises as to whether "operate" means something different than "drive" and if so, what. An examination of the bylaw indicates that the word "operate" occurs throughout the bylaw and has vastly different meanings in the different sections.

We recommend that this definition be deleted in its entirety. In addition, we recommend a review of each section of the bylaw containing the word "operate", "operation" or "operating" to determine whether that word is appropriate in each section.

2. Section 2 (p) "Qualified Applicant": We have two concerns with this section. First, it does not seem to allow for the possibility that a person might take vacation during the year or might take time off work due to illness or some other legitimate cause. Also, we feel that the word "operated" should be replaced with the word "driven". I suggest that this section be replaced with the following new section:

"Qualified Applicant" means a person who has driven a Taxi in the City for twelve continuous months immediately prior to such person's application for a Taxi License Plate, either as a Taxi Driver, Taxi Licensee or Taxi Broker. For the purposes of this section the period of 12 continuous months shall be deemed not to be interrupted by reason only of periods of vacation or absences due to illness not exceeding 3 months in total.

3. Section 2 (u) "Taxi Driver": the word "operate" should be replaced by the word "drive" so that the new section reads as follows:

"Taxi Driver" means any person who is licensed to drive a taxi;"

4. Sections 3 (a) and 3 (c) are unclear because of the word "operation" and we suggest those words be deleted and that the sections be replaced by the following new sections:

"3 No Taxi Broker's License shall be issued to any person unless such person:

(a) has available to him or her at least 3 licensed Taxis for use in the Taxi Business;

(c) has supplied a list of the motor vehicles which will be used in the Taxi Business."

5. At present the Taxi Broker Licenses expire on December 31 in each year [Section 7(1)], but applications for new licenses do not need to be submitted until January 15th in the following year [Section 6]. It is not clear when the new licenses have to be issued. This means that there is a period of nearly two weeks or more when the Brokers are operating Taxis without proper licenses. I would recommend that the Taxi Broker Licenses should be valid from the date of issue until January 31 of the following year.

6. Section 15 (1) causes some concern as it does not define the meaning of the word "operate". The City has received complaints that a taxi need not be on the road and in service as a taxi in order to be "operated", that it may be kept as a spare vehicle for use to replace other taxis that are withdrawn from service temporarily for repairs. If the intent is to use this section to reduce the number of taxis in Red Deer, then we need to clarify what the critical factor is. If we mean that the vehicle must have been driven as a Taxi for 40 weeks, then we should say so. Also, we should specify how much driving it must have done to qualify and we should make sure that the Brokers keep the necessary information so that the License Inspector can determine whether the vehicle qualifies.

7. Section 15 (4) may no longer be needed. Under the Bylaw the method of reducing the number of taxis is to fix the number with reference to the maximum from the previous year. If there are more applications than license plates, then a draw is to be held. In either event, there would seem to be no practical reason to require that the license be issued before January 25th.

It should also be noted that the date in Section 15 (4) does not make sense in light of Section 17 (1). If these sections are to remain, then the applications should be in by January 25th and the licenses should be issued before January 31.

8. Section 17 (1)(b)(iv) should be deleted and be replaced with the following:

"(iv) In the case of a natural person, is a qualified applicant;"

9. In a recent case involving the City of Edmonton, the Taxi Bylaw was found to be defective because it required a driver to be associated with a Broker. This requirement was held to breach the driver's right of freedom of association and not to be necessary in the regulation of the Taxi business. In light of this case, Section 17 (e) should be deleted in its entirety and Section 17 (f) should be modified to allow for identification colours for independent taxis, e.g.

"(f) evidence the vehicle is painted in the registered identification colours of the Broker with which the vehicle will be operated, or in the case of a vehicle which is operated independently, evidence that the vehicle is painted in the identification colours approved by the License Inspector from time to time."

10. Section 17 (f) (i) and (ii) do not seem to fit in. I suggest that the provisions be deleted and replaced by a new sub-section (g) as follows:

"(g) in the case of a corporation, the full particulars of incorporation and the full names, addresses and telephone numbers of all shareholders and directors of the corporation. Where a shareholder or director of a corporation is also a corporation, then the applicant must supply the full names, addresses and telephone numbers of the shareholders and directors of such corporations. For greater certainty, the obligation shall be to supply information as to the natural persons involved in corporate applicants, regardless of the number of corporations that may be involved.

11. Section 21 should be modified to correspond with the timelines in the other sections. Here again the license should be valid until the time the replacements are due to be issued.

12. Section 25(3)(a) should be modified to provide for a method of determining ill health and the following new Section is suggested:

"(a) the Taxi Licensee proposing the transfer has been the holder of a Taxi License Plate for not less than 12 consecutive months or the Taxi Licensee is proposing the transfer due to his or her own ill health, proof of which shall be supplied to the satisfaction of the License Inspector;"

13. Section 58 needs to be modified to refer to the vehicle instead of to the person. I suggest that it should read as follows:

"No person shall operate or permit the operation of a Taxi bearing registered identification colours of a Broker unless that vehicle is owned or operated by that Broker or unless the owner of the vehicle is affiliated with that Broker."

14. The wording in Section 59 needs to be clarified and I suggest the following:

"No Broker or Taxi Licensee shall, either directly or indirectly, permit any person to drive a Taxi unless that person is the holder of a subsisting Taxi Driver's License."

15. Schedule B Paragraph 3 (c) should be reworded to read as follows:

"a discount of 10 % from the rates herein specified to all persons 65 years of age or over and to all persons who are mentally or physically handicapped. The Taxi Driver shall keep a record of each such transaction."

DATE: 15 February 1994

FILE NO. 94-1690

TO: Taxi Commission

FROM: Bylaws and Inspections Manager

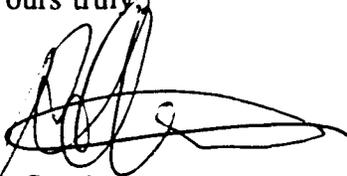
RE: TAXI BYLAW

We recommend the following changes to the above referenced Bylaw. We have included, in "A", changes to the fee schedule, which has not increased for at least five years.

A. **Annual License Fees - Schedule "A"** - With increased City involvement, requiring more man hours, these activities should be self-financing.

	Current Fee	Suggested Fee
Taxi Broker's License	\$125	\$250
Taxi License Plate	\$ 25	\$ 40
Taxi Driver's License	\$ 20	\$ 25
Replacement/Transfer of Taxi License Plates	\$ 25	\$ 40
Reinspection of taxicab when the initial inspection did not pass	no charge	\$ 50

Yours truly,



R. Strader
Bylaws and Inspections Manager
BUILDING INSPECTION DEPARTMENT

RS/vs

Commissioners' Comments - Aug. 2, 1994

We concur with the recommendations of the Taxi Commission and further recommend that Council proceed with First Reading of the amendments to the Bylaw.

"G. SURKAN"
Mayor

"C. CURTIS"
Acting City Commissioner

APRIL 12, 1994

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

Dear Sir:

RE: TAXI BYLAW 3076/92 AND ACCESSIBLE TRANSPORTATION

Good day Mr. Chairman, I am Mr. David Vickerman. I represent a ministry at a church that deals with disabled people that wants and desires more accessible transportation in the City. Independence being such a controlling factor in any individuals life. There is an extreme need in the City of Red Deer. Our present choices are the Citizens Action Bus and the Associated Cab vehicle. The Action Bus is presently taxed to the max day after day, making it difficult to attend normal daily events. Spur of the moment events are out of the question. We need accessible transportation to be able to function in a normal fashion. Even your own beautiful building has a big wide ramp inviting people in to pay their taxes, but once in the building doing these functions, if he has to use the bathrooms, they are not accessible to a person in a wheelchair.

It is small insights such as these that make our lives so much easier, and allow us to be human beings. Having independence is so essential in everyones life no matter what time of the day it is, no one should be without the options to get out and about.

Keeping in mind that everyone is cutting back on services, yet we have an individual willing to put on more accessible transportation vehicles at his own cost, yet cannot because of a rigid Bylaw that does not take us into consideration. I would like start firstoff that two more be allowed to be operated with plates, as if one vehicle is down for repairs, or goes out of town, or is simply too busy, it greatly restricts our abilitie to function as normal individuals. The Citizens Action Bus is a fine service but it is taxed to the max. We are forced to book a week in advance for even simple things such as a doctors appointment, yet we cannot even go view a movie or a hockey game. Both facilities which have spent great deals of money to make their facilities accessible, yet we are unable to get to them when they are having functions. The time is LONG OVERDUE FOR US TO HAVE TWENTY FOUR HOUR SERVICES AVAILABLE TO US.

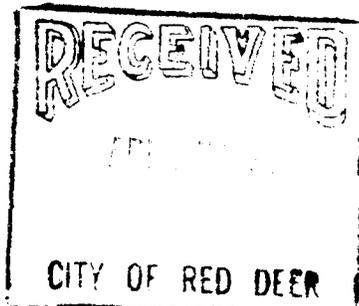
LET ASSOCIATED CAB, OR ANY OTHER TAXI COMPANY, BE PERMITTED TO PUT ON AN ACCESSIBLE UNIT WITH OUT PENALTY.

THE TIME IS LONG OVERDUE FOR US TO PRESERVE OUR DIGNITY. ONE VEHICLE IS NOT ENOUGH TO SERVICE THIS GROWING COMMUNITY. AS YOU ARE WELL AWARE, EVERYTHING STARTS WITH A THOUGHT. LETS PUT THESE WHEELS IN MOTION.

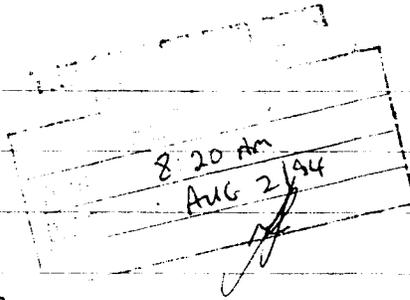
Yours truly,

David Vickerman
David Vickerman

#101 3047-49 Avenue
Red Deer, Ab.



Doreen Befus
#2 5326 47 Ave., Suite B
Red Deer, AB
T4N 3R2



August 2 94

I
To Members of the city Counsel
And Mayor Gail Surgan.
City Hall.

I have been following up on the Red Deer Cabs wishing to block off in
Allowing the Taxis to be used for handicapped wheel chairs Accessible
to be on the road? I wish to give you all my views and concerns.

I do not believe that the Red Deer Cab and Gold Cabs are not really aware
of how many handicapped people we have in our city as well as other out
line areas they are the ones who do not have transportation to get into
town and to other functionings most of them are shut ins.

I wonder if there was ever a Survey done on how many people who are disabled
done in our city and other out line areas Innisfail Penhold Blackfalds
Sylvanlake and pine lake etc? the Action bus is only Allowed to be used
within the city limits hours from 8am til 5pm and some times 9pm

because the budget cut backs. I realize that budget is tight and it does
hurt alot of businesses I do wish to see these Taxis that are Accessible
to be on the road some times other businesses to not like to share their
profits with other companys as they may lose money? were does caring come in
for others there is alot of discontent and taxis wish to have frist prioity?

I wish to have this letter read at the counsel meeting if possable?

I am not able to be there myself because of health problems.

I shall be listening to the meeting on cable 3

I realize the decision has to be made on a vote who gets the most votes.

that what ever is decided will be the right one for all Partys

thank you

Doreen Befus

Commissioners' Comments

As requested by Council, following 1st reading of Bylaw 3076/A-94, same was submitted to the Taxi Commission for discussion with the Taxi Companies. As a result of these discussions, some additional amendments are being recommended to Council. We recommend that Council now approve the changes to the amended bylaw and subsequently the bylaw be given 2nd & 3rd readings.

"G. SURKAN"
Mayor

"A. WILCOCK"
Acting City Commissioner

DATE: AUGUST 26, 1994
TO: ASSOCIATE SOLICITOR DON SIMPSON
FROM: JAMES MITCHELL, CHAIRMAN, TAXI COMMISSION
RE: **BYLAW NO. 3076/A-94 - TAXI BUSINESS BYLAW.**

I enclose herewith "Suggested Changes to Bylaw 3076/A-94" approved by the members of the Taxi Commission as a result of discussions with members of the industry on August 23, 1994.

I also enclose herewith an amended Bylaw 3076/A-94 which incorporates the "Suggested Changes", and would ask that you please approve the wording of the changes prior to it being submitted to City Council on September 12, 1994.

I would be pleased if you would submit your comments to the City Clerk prior to Wednesday, August 31st in order that the Bylaw Amendment be scheduled to appear on the September 12 agenda.

Thank you for your assistance herein.


JAMES MITCHELL
Chairman
TAXI COMMISSION
Encls.

c.c. Bylaws & Inspections Assistant Manager
License Inspector, Joyce Boon
City Clerk

**SUGGESTED CHANGES TO BYLAW NO. 3076/A-94
THE TAXI BUSINESS BYLAW
BY MEMBERS OF THE INDUSTRY & MEMBERS OF THE TAXI COMMISSION**

AUGUST 23, 1994

Page 1 - Paragraph 3 - which refers to Section 2 (p), third line, after the word Broker,

add "or Manager".

Page 2 - Paragraph 10 (1) - 735 persons of City population to

Change to: ".....750 persons of City population....."

Page 3 - Paragraph 10 (5) At the end of the sentence the words
delete **Add: "subject always to the right of appeal to Council."**

Page 3 - Paragraph 10 (6) - Delete paragraph (6) and replace same with:

“(6) In addition to the foregoing, upon application, the License Inspector shall issue three (3) additional License Plates to be used for Wheelchair Accessible Vehicles as follows:

**1 to Associated Cabs,
1 to Red Deer Cabs and
1 to Alberta Gold Taxi**

Provided however, that if, at the end of six months following the passing of this Bylaw, any one of the above three companies does not apply for its Wheelchair Accessible License Plate, said plate or plates not utilized shall be placed in a lottery to be applied for by the remaining taxi company or companies.

SCHEDULE "B"

1 (a) \$2.00 for the first 102 metres or portion thereof.

Change to: "1 (a) \$2.20 for the first 100 metres or portion thereof."

1 (b) \$0.10 for each additional 102 metres or portion thereof.

Change to: "1 (b) \$0.10 for each additional 100 metres or portion thereof."

1 (c) waiting time - no charge for the first 3 minutes, thereafter \$20.00 per hour based on the proportion of the time during which the Taxi waited, calculated at \$0.10 per 18 seconds.

Change to: 1 (c) waiting time - no charge for the first 3 minutes; thereafter \$25.00 per hour based on the proportion of the time during which the Taxi waited.

PAGE 14 OF THE ORIGINAL BYLAW:

Delete Paragraph (4) and replace it with the following:

"25 (4) If a Transferee who has acquired a Taxi from a Taxi Licensee then later defaults on the purchase agreement and the Taxi is repossessed by the former registered owner of that Taxi, the Taxi License Plate shall be surrendered to the License Inspector. Subject to Section 16 (1) and (2) and Section 25 (1), (2) and (3), the former registered owner who repossessed the taxi shall, upon application to the License Inspector within three months of the date of repossession of the Taxi, be entitled to have the Taxi License Plate reissued.

BYLAW NO. 3076/A-94

Being a Bylaw to amend Bylaw No. 3076/92, the Taxi-Business Bylaw of The City of Red Deer.

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

- 1 The Taxi-Business Bylaw is amended as set out herein.
- 2 Section 2 (m) is deleted in its entirety.
- 3 Section 2 (p) is deleted and replaced with the following new Section:

"(p) Qualified Applicant" means a person who has been involved in the Taxi industry in the City in the capacity of a Taxi Driver, Dispatcher, Supervisor, Broker or Manager for a period of 12 consecutive months immediately prior to such person's application for a Taxi License Plate. For the purposes of this Section the period of 12 consecutive months shall be deemed not to be interrupted by reason only of periods of vacation or absences due to illness not exceeding 3 months in total. Where, because of a combination of factors such as illness, vacation or other special circumstances, the period of 12 consecutive months is interrupted for more than 3 months, a person may apply to Council for a declaration that he or she is nevertheless a Qualified Applicant".

- 4 Section 2 (u) is deleted and replaced with the following new Section:

"(u) "Taxi Driver" means any person who is licensed to drive a Taxi;"

- 5 Section 2 (w) is deleted and replaced with the following new Section:

"(w) "Taxi License Plate" means the City Identification Plate issued under this Bylaw for attachment to a Motor Vehicle licensing such vehicle for use as a Taxi and includes a Wheelchair Accessible Vehicle Taxi License Plate;"

6 Section 3 (a) is deleted and replaced with the following new Section:

"(a) has available to him or her at least 3 licensed Taxis for use in the Taxi Business;"

7 Section 3 (c) is deleted and replaced with the following new Section:

"(c) has supplied a list of the motor vehicles which will be used in the Taxi Business."

8 Section 7 (1) is deleted and replaced with the following new Section:

" (1) A Taxi Broker's License shall be valid until January 31 in the year following the year in which it was issued."

9 The words "the operation of" are deleted from Section 9.

10 Sections 15 (1) to 15 (5) are deleted and replaced with new Sections 15 (1) to 15 (6) as follows:

" (1) The maximum number of Taxi License Plates which may be issued each year under this Bylaw (the "licenses available") shall be equal to the number of licenses issued as at December 31 in the immediately preceding year and under which Taxis were, in fact, operated for a minimum of 40 weeks in that calendar year, or alternately, one license per 750 persons of City population based on the population of the City determined in the most recent Annual Census, whichever is greater.

(2) For the purpose of determining compliance with the requirement set out in Section 15 (1) and Section 18 that Taxis shall have been operated under a particular Taxi License Plate for the necessary 40 weeks, the Licence Inspector will accept the statement of the applicant that this was indeed the case. If the truth of such statement is challenged then the License Inspector may require the applicant to produce copies of stand rental agreements covering the necessary 40 weeks.

(3) Notwithstanding the foregoing, where, because of a combination of factors such as illness, vacation or other special circumstances, the Taxi is not operated for a period of 40 consecutive weeks, a person may apply to Council for a declaration that the Taxi shall nevertheless be included in the calculations for the purpose of determining the maximum number of Taxi License Plates to be issued.

(4) A Qualified Applicant who held a Taxi License in the immediately preceding year shall be entitled, on application duly made, to receive a Taxi License for the current year in priority to new applicants. Thereafter, if additional Taxi Licenses are still available, and if more applications are received from Qualified Applicants than the number of licenses available, the allocation of licenses shall be made by a draw conducted by the License Inspector.

(5) Any licenses which are surrendered or revoked at any time shall not thereafter be reissued, subject always to the right of appeal to Council.

(6) In addition to the foregoing, upon application, the License Inspector shall issue three (3) additional License Plates to be used for Wheelchair Accessible Vehicles as follows:

- 1 to Associated Cabs
- 1 to Red Deer Cabs, and
- 1 to Alberta Gold Taxi

PROVIDED HOWEVER, that if, at the end of six months following the passing of this Bylaw Amendment, any one of the above three companies does not apply for its Wheelchair Accessible License Plate, said plate or plates not utilized shall be placed in a lottery to be applied for by the remaining taxi company or companies."

11 Section 16 (2) is deleted and replaced with the following new Section:

"(2) Not more than 1 Taxi License Plate Shall be issued to a Taxi Licensee."

12 New Section 16 (3) is added as follows:

"(3) The number of Wheelchair Accessible Vehicle Taxi License Plates issued to a Broker or Licensee shall not be considered in determining whether there is compliance with Sections 16 (1) and (2)."

13 Section 17 (1) is amended by deleting the words "not later than January 31 in the year for which the Taxi License Plate is requested".

14 Section 17 (1) (b) (iv) is deleted and replaced with the following new Section:

"(iv) In the case of a natural person, is a Qualified Applicant;"

15 Section 17 (e) is deleted in its entirety.

16 Section 17 (f) is deleted and replaced with the following new Section:

"(f) evidence the vehicle is painted in the registered identification colours of the Broker with which the vehicle will be affiliated, or in the case of a vehicle which is operated independently, evidence that the vehicle is painted in the identification colours approved by the License Inspector from time to time."

17 New Section 17 (g) is added as follows:

"(g) in the case of a corporation, the full particulars of incorporation and the full names, addresses and telephone numbers of all shareholders and directors of the corporation. Where a shareholder or director of a corporation is also a corporation, then the applicant must supply the full names, addresses and telephone numbers of the shareholders and directors of such corporations. For greater certainty, the obligation shall be to supply information as to the natural persons involved in corporate applicants, regardless of the number of corporations that may be involved."

18 Existing Section 17 (2) is renumbered to 17 (3) and new Section 17 (2) is added as follows:

"(2) Any person who wishes to obtain a Wheelchair Accessible Vehicle Taxi License plate shall make application to the License Inspector in accordance with the provisions of Section 17 (1) and in addition shall provide proof to the satisfaction of the License Inspector that the vehicle in respect of which the plate is to be issued meets the requirements set forth in the document known as C.S.A. D409-92 "Motor Vehicles for the Transportation of Persons with Physical Disabilities" or any replacement for that document."

19 Section 18 is deleted and replaced with the following new Section:

"18 No Taxi License Plate shall be renewed in any subsequent calendar year without compliance with Sections 15 (2) and 17. Notwithstanding this, where the vehicle in respect of which the Taxi License Plate has been issued has not been operated for a minimum of 40 weeks in the calendar year prior to the application for renewal, the Taxi License Plate shall not be renewed."

20 Section 20 is deleted and replaced with the following new Section:

"20. If a Broker ceases to be the holder of a valid Taxi Broker's License, then the Broker and any person holding a Taxi License Plate in respect to a Taxi used in that Broker's business shall cease to operate such Taxi and shall return the Taxi License Plate to the License Inspector."

21 Section 21 is deleted and replaced with the following new Section:

"21 A Taxi license Plate shall be valid until January 31 in the year following the year in which it was issued."

22 Section 25 (3) (a) is deleted and replaced with the following new Section:

"(a) the Taxi Licensee proposing the transfer has been the holder of a Taxi License Plate for not less than 12 consecutive months or the Taxi Licensee is proposing the transfer due to his or her own ill health, proof of which shall be supplied to the satisfaction of the License Inspector;"

23 Section 25 (4) be deleted in its entirety and replaced with the following:

"25 (4) If a Transferee who has acquired a Taxi from a Taxi Licensee then later defaults on the purchase agreement and the Taxi is repossessed by the former registered owner of that Taxi, the Taxi License Plate shall be surrendered to the License Inspector. Subject to Section 16 (1) and (2) and Section 25 (1), (2) and (3), the former registered owner who repossessed the taxi shall, upon application to the License Inspector within three months of the date of repossession of the Taxi, be entitled to have the Taxi License Plate reissued.

24 Sections 26 (f) and (h) are deleted and replaced with the following new Sections:

"(f) a list of all the Provinces or Territories in Canada in which the Applicant has at any time been issued a license to drive a motor vehicle;

(h) evidence that the Applicant is properly licensed to drive a motor vehicle under the laws of the Province of Alberta;"

25 Section 27 is deleted and replaced with the following new Section:

"27 A Taxi Driver's License shall be valid until January 31 in the year following the year in which it was issued."

26 In Section 34 (a) the word "schedule" is deleted and replaced with the word "scheduled".

27 In Section 36 the word "operated" is deleted and replaced with the word "driven".

28 In Section 48 (e) (i) the word "operate" is deleted and replaced with the word "drive".

29 Section 58 is deleted and replaced with the following new Section:

"58 No Person shall operate or permit the operation of a Taxi bearing registered identification colours of a Broker unless that vehicle is owned or operated by that Broker or unless the owner of the vehicle is affiliated with that Broker."

30 Section 59 is deleted and replaced with the following new Section:

"59 No Broker or Taxi Licensee shall, either directly or indirectly, permit any person to drive a Taxi unless that person is the holder of a subsisting Taxi Driver's License."

31 In Section 64 the word "operate" is deleted and replaced with the word "drive".

32 New Sections 64.1 and 64.2 are added as follows:

"64.1 No person shall drive a Wheelchair Accessible Vehicle Taxi within the City without being the holder of a subsisting Taxi Driver's License and a current qualification in First Aid equivalent to St. John's Ambulance First Aid Level One training.

64.2 Priority for the use of Wheelchair Accessible Vehicle Taxis shall be given to persons with physical disabilities who are in wheelchairs."

33 Paragraph 1 (a) (b) (c) of Schedule B is deleted and replaced with the following new paragraphs:

(a) \$2.20 for the first 100 metres or portion thereof.

(b) \$0.10 for each additional 100 metres or portion thereof.

(c) waiting time - no charge for the first 3 minutes; thereafter \$25.00 per hour based on the proportion of the time during which the Taxi waited.

34 Paragraph 3 (c) of Schedule B is deleted and replaced with the following new paragraph:

"(c) a discount of 10% from the rates herein specified to all persons 65 years of age or over and to all persons who are mentally or physically handicapped. The Taxi Driver shall keep a record of each such transaction."

35 Paragraph 6 of Schedule B is deleted and replaced with the following new paragraph:

"6 Where a person requesting Taxi services requests the use of a motor vehicle commonly known as a "station wagon", or a "van", then the fare charged for the first 102 metres shall be \$7.00. This provision shall not apply to a station wagon or a van when it is being used for the transportation of a physically handicapped passenger."

36 This Bylaw shall come into full force and effect upon the passage of third reading.

READ A FIRST TIME IN OPEN COUNCIL this 2 day of August A.D. 1994.

READ A SECOND TIME IN OPEN COUNCIL this day of A.D. 1994.

READ A THIRD TIME IN OPEN COUNCIL this day of A.D. 1994.

MAYOR

CITY CLERK

CHAPMAN RIEBEEK

Barristers & Solicitors

THOMAS H. CHAPMAN, Q.C.*
NICK P. W. RIEBEEK*
DONALD J. SIMPSON
T. KENT CHAPMAN*
GARY W. WANLESS*
LORNE E. GODDARD
GERI M. CHRISTMAN
ROBERT J. MILLAR
NANCY BERGSTROM**

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Sylvan Lake, Alberta T0M 1Z0
TELEPHONE (403) 887-2024
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* Denotes Professional Corporation
** Student-At-Law

PLEASE REPLY TO RED DEER

Your file:
Our file: 20,157 DJS

September 01, 1994

City of Red Deer
City Hall
Red Deer, Alberta

Attn: Kelly Kloss, City Clerk

Dear Sir:

RE: AMENDMENT TO TAXI BYLAW

This letter is further to the changes in the proposed amendment to the Taxi Bylaw recommended by the Taxi Commission in their letter of August 23, 1994. All changes suggested by the Taxi Commission are acceptable to us with the following exceptions:

1. Page 3 - Paragraph 10 (5), at the end of the sentence add the words: subject always to the right of appeal to Council."

In my view, this change is not necessary. Where a License Inspector revokes or suspends a license, that decision is appealable to Council under Section 54. If Council upholds the appeal, then the suspension or revocation is cancelled and the license would continue to be valid under the bylaw and this does not need to be specifically stated.

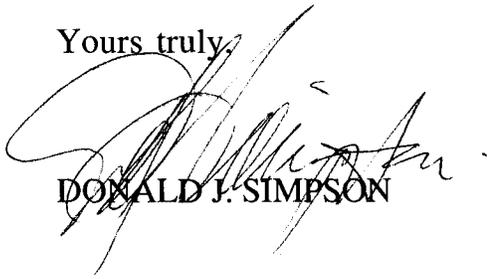
Furthermore, the section is intended to make sure that when a license is suspended, it will then be taken out of the pool of available licenses and cannot be re-issued to a new applicant. In this way, the provision is intended to ensure that the total number of license in the City will eventually be reduced.

2. **New Paragraph 25 (4):** I suggest that the proposed wording should be revised as follows:

"If a Transferee who has acquired a Taxi from a Taxi Licensee defaults on the purchase agreement and the Taxi is then repossessed by the vendor, the Taxi License plate shall be surrendered to the License Inspector. The vendor shall be entitled to have the Taxi License plate reissued on application to the License Inspector if Section 16 (1) and (2) and Section 25 (1), (2) and (3) are complied with and provided that such application is made not later than 3 months after the date of repossession of the Taxi."

These are the only changes I think need be made. Perhaps you would communicate this to the Taxi Commission and to the Licensing Officer. Thank you.

Yours truly,

A handwritten signature in black ink, appearing to read 'Donald J. Simpson', is written over the typed name. The signature is fluid and cursive, with a large initial 'D'.

DONALD J. SIMPSON

DATE: SEPTEMBER 13, 1994

TO: TAXI COMMISSION

FROM: CITY CLERK

RE: TAXI BUSINESS BYLAW AMENDMENT 3076/A-94

At The City of Red Deer Council Meeting held on September 12, 1994, consideration was again given to the above noted bylaw amendment. At this meeting the following motion was passed:

"RESOLVED that Council of The City of Red Deer hereby agrees that Bylaw 3076/A-94 be amended as follows:

1. As to paragraph 3 which refers to Section 2(p), that the words 'or broker' be deleted and the words 'broker or manager' be substituted therefor;
2. As to paragraph 10 which refers to Section 15(1), that the figure '735' be deleted therefrom and the figure '750' be substituted therefor;
3. As to paragraph 10 which refers to Section 15(6), that said section be deleted and the following section substituted therefor:

'(6) In addition to the foregoing, upon application, the License Inspector shall issue three (3) additional License Plates to be used for Wheelchair Accessible Vehicles as follows:

One (1) to Associated Cabs,
One (1) to Red Deer Cabs and
One (1) to Alberta Gold Taxi

Provided however, that if, at the end of six months following the passing of this Bylaw, any one of the above three companies does not apply for its Wheelchair Accessible License Plate, said plate or plates not utilized shall be placed in a lottery to be applied for by the remaining taxi company or companies.'

4. As to paragraph 23 which refers to Section 25(4), said paragraph be deleted and the following be substituted therefor:

Section 25(4) is deleted and the following Section 25(4) substituted therefor:

'25(4) If a Transferee who has acquired a Taxi from a Taxi Licensee defaults on the purchase agreement and the Taxi is then repossessed by the vendor, the Taxi License Plate shall be surrendered to the License Inspector. The vendor shall be entitled to have the Taxi License Plate reissued on application to the License Inspector if Section 16(1) and (2) and Section 25(1), (2) and (3) are complied with, and provided that such application is made not later than 3 months after the date of repossession of the Taxi.'

5. As to paragraphs 33, 34 and 35 that same be deleted and the following new paragraphs 33, 34, 35 and 36 be substituted therefor:

'33 Paragraph 1 (a) (b) (c) of Schedule B is deleted and replaced with the following new paragraphs:

- (a) \$2.20 for the first 100 metres or portion thereof.
- (b) \$0.10 for each additional 100 metres or portion thereof.
- (c) waiting time - no charge for the first 3 minutes; thereafter \$25.00 per hour based on the proportion of the time during which the Taxi waited.

34 Paragraph 3 (c) of Schedule B is deleted and replaced with the following new paragraph:

"(c) a discount of 10% from the rates herein specified to all persons 65 years of age or over and to all persons who are mentally or physically handicapped. The Taxi Driver shall keep a record of each such transaction."

- 35 Paragraph 6 of Schedule B is deleted and replaced with the following new paragraph:

"6 Where a person requesting Taxi services requests the use of a motor vehicle commonly known as a "station wagon", or a "van", then the fare charged for the first 100 metres shall be \$7.00. This provision shall not apply to a station wagon or a van when it is being used for the transportation of a physically handicapped passenger."

- 36 This Bylaw shall come into full force and effect upon the passage of third reading.' "

Following the above resolution being passed, Bylaw 3076/A-94, as amended, was given second and third readings. A copy of Bylaw 3076/A-94 is attached hereto. A consolidated copy of the Taxi Business Bylaw which includes the changes approved by Council on September 12, 1994 will follow in due course.

On behalf of Council, I would like to thank the Taxi Commission and the Administration involved, in their efforts towards coordinating the 1994 Review.



KELLY KLOSS
City Clerk

KK/clr
attchs.

cc: Bylaws and Inspections Manager
City Solicitor
Insp. R. Beaton



THE CITY OF RED DEER

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

City Clerk's Department
(403) 342-8132 FAX (403) 346-6195

September 13, 1994

Associated Cabs, Chinook Cabs, City Cabs
4733 - 60 Street
Red Deer, Alberta
T4N 2N8

Dear Sirs:

RE: TAXI BUSINESS BYLAW AMENDMENT 3076/A-94

At The City of Red Deer Council Meeting held September 12, 1994, consideration was again given to the above noted bylaw and at this meeting the following resolution was passed:

"RESOLVED that Council of The City of Red Deer hereby agrees that Bylaw 3076/A-94 be amended as follows:

1. As to paragraph 3 which refers to Section 2(p), that the words 'or broker' be deleted and the words 'broker or manager' be substituted therefor;
2. As to paragraph 10 which refers to Section 15(1), that the figure '735' be deleted therefrom and the figure '750' be substituted therefor;
3. As to paragraph 10 which refers to Section 15(6), that said section be deleted and the following section substituted therefor:

'(6) In addition to the foregoing, upon application, the License Inspector shall issue three (3) additional License Plates to be used for Wheelchair Accessible Vehicles as follows:

One (1)	to Associated Cabs,
One (1)	to Red Deer Cabs and
One (1)	to Alberta Gold Taxi

... / 2



*a delight
to discover!*

Provided however, that if, at the end of six months following the passing of this Bylaw, any one of the above three companies does not apply for its Wheelchair Accessible License Plate, said plate or plates not utilized shall be placed in a lottery to be applied for by the remaining taxi company or companies.'

4. As to paragraph 23 which refers to Section 25(4), said paragraph be deleted and the following be substituted therefor:

Section 25(4) is deleted and the following Section 25(4) substituted therefor:

'25(4) If a Transferee who has acquired a Taxi from a Taxi Licensee defaults on the purchase agreement and the Taxi is then repossessed by the vendor, the Taxi License Plate shall be surrendered to the License Inspector. The vendor shall be entitled to have the Taxi License Plate reissued on application to the License Inspector if Section 16(1) and (2) and Section 25(1), (2) and (3) are complied with, and provided that such application is made not later than 3 months after the date of repossession of the Taxi.'

5. As to paragraphs 33, 34 and 35 that same be deleted and the following new paragraphs 33, 34, 35 and 36 be substituted therefor:

'33 Paragraph 1 (a) (b) (c) of Schedule B is deleted and replaced with the following new paragraphs:

- (a) \$2.20 for the first 100 metres or portion thereof.
- (b) \$0.10 for each additional 100 metres or portion thereof.
- (c) waiting time - no charge for the first 3 minutes; thereafter \$25.00 per hour based on the proportion of the time during which the Taxi waited.

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"(c) a discount of 10% from the rates herein specified to all persons 65 years of age or over and to all persons who are mentally or physically handicapped. The Taxi Driver shall keep a record of each such transaction."

- 35 Paragraph 6 of Schedule B is deleted and replaced with the following new paragraph:

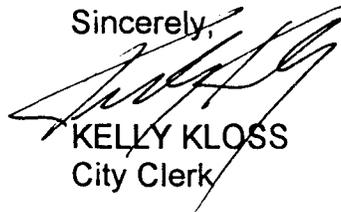
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- 36 This Bylaw shall come into full force and effect upon the passage of third reading.' "

Subsequent to the passage of the above resolution, Bylaw 3076/A-94, as amended, was given second and third readings, a copy of which is attached hereto. A consolidated copy of the Taxi Bylaw which includes the changes as made by Council on September 12, 1994 will follow in due course.

On behalf of Council, thank you for your cooperation in the 1994 review of the Taxi Business Bylaw. If you have any questions or require additional information, please do not hesitate to contact the undersigned.

Sincerely,



KELLY KLOSS
City Clerk

KK/clr
attchs.

cc: Bylaws and Inspections Manager
Insp. R. Beaton



THE CITY OF RED DEER

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

City Clerk's Department
(403) 342-8132 FAX (403) 346-6195

September 13, 1994

Alberta Gold Taxi Ltd.
7650A - 42 Avenue
Red Deer, Alberta
T4P 1Y5

Dear Sirs:

RE: TAXI BUSINESS BYLAW AMENDMENT 3076/A-94

At The City of Red Deer Council Meeting held September 12, 1994, consideration was again given to the above noted bylaw and at this meeting the following resolution was passed:

"RESOLVED that Council of The City of Red Deer hereby agrees that Bylaw 3076/A-94 be amended as follows:

1. As to paragraph 3 which refers to Section 2(p), that the words 'or broker' be deleted and the words 'broker or manager' be substituted therefor;
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One (1)	to Associated Cabs,
One (1)	to Red Deer Cabs and
One (1)	to Alberta Gold Taxi

... / 2



*a delight
to discover!*

Provided however, that if, at the end of six months following the passing of this Bylaw, any one of the above three companies does not apply for its Wheelchair Accessible License Plate, said plate or plates not utilized shall be placed in a lottery to be applied for by the remaining taxi company or companies.'

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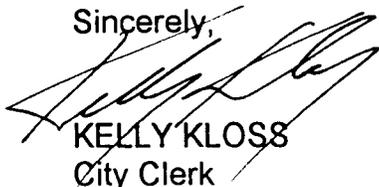
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- 36 This Bylaw shall come into full force and effect upon the passage of third reading.' "

Subsequent to the passage of the above resolution, Bylaw 3076/A-94, as amended, was given second and third readings, a copy of which is attached hereto. A consolidated copy of the Taxi Bylaw which includes the changes as made by Council on September 12, 1994 will follow in due course.

On behalf of Council, thank you for your cooperation in the 1994 review of the Taxi Business Bylaw. If you have any questions or require additional information, please do not hesitate to contact the undersigned.

Sincerely,



KELLY KLOSS
City Clerk

KK/clr
attchs.

cc: Bylaws and Inspections Manager
Insp. R. Beaton



THE CITY OF RED DEER

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

City Clerk's Department
(403) 342-8132 FAX (403) 346-6195

September 13, 1994

Red Deer Cabs Ltd.
Bay 6, 4845 - 79 Street
Red Deer, Alberta
T4P 2T4

Dear Sirs:

RE: TAXI BUSINESS BYLAW AMENDMENT 3076/A-94

At The City of Red Deer Council Meeting held September 12, 1994, consideration was again given to the above noted bylaw and at this meeting the following resolution was passed:

"RESOLVED that Council of The City of Red Deer hereby agrees that Bylaw 3076/A-94 be amended as follows:

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One (1)	to Alberta Gold Taxi

... / 2



*a delight
to discover!*

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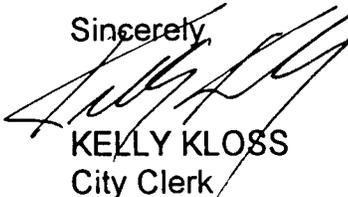
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- 36 This Bylaw shall come into full force and effect upon the passage of third reading.' "

Subsequent to the passage of the above resolution, Bylaw 3076/A-94, as amended, was given second and third readings, a copy of which is attached hereto. A consolidated copy of the Taxi Bylaw which includes the changes as made by Council on September 12, 1994 will follow in due course.

On behalf of Council, thank you for your cooperation in the 1994 review of the Taxi Business Bylaw. If you have any questions or require additional information, please do not hesitate to contact the undersigned.

Sincerely,



KELLY KLOSS
City Clerk

KK/clr
attchs.

cc: Bylaws and Inspections Manager
Insp. R. Beaton

PUBLIC HEARINGSNO. 1

DATE: SEPTEMBER 2, 1994

TO: CITY COUNCIL

FROM: CITY CLERK

RE: ROAD CLOSURE BYLAW 3114/94

A Public Hearing has been advertised in regard to the above noted Road Closure Bylaw. The Public Hearing is scheduled to be held in the Council Chambers on Monday, September 12, 1994, commencing at 7:00 p.m. or as soon thereafter as Council may determine.

Bylaw 3114/94 provides for the closure of all that portion of Kelly Street, Plan 932-0345 contained within Subdivision Plan 942-___ and containing 0.378 hectares (0.93 acres) more or less to accommodate the Kentwood Phase 5B subdivision.

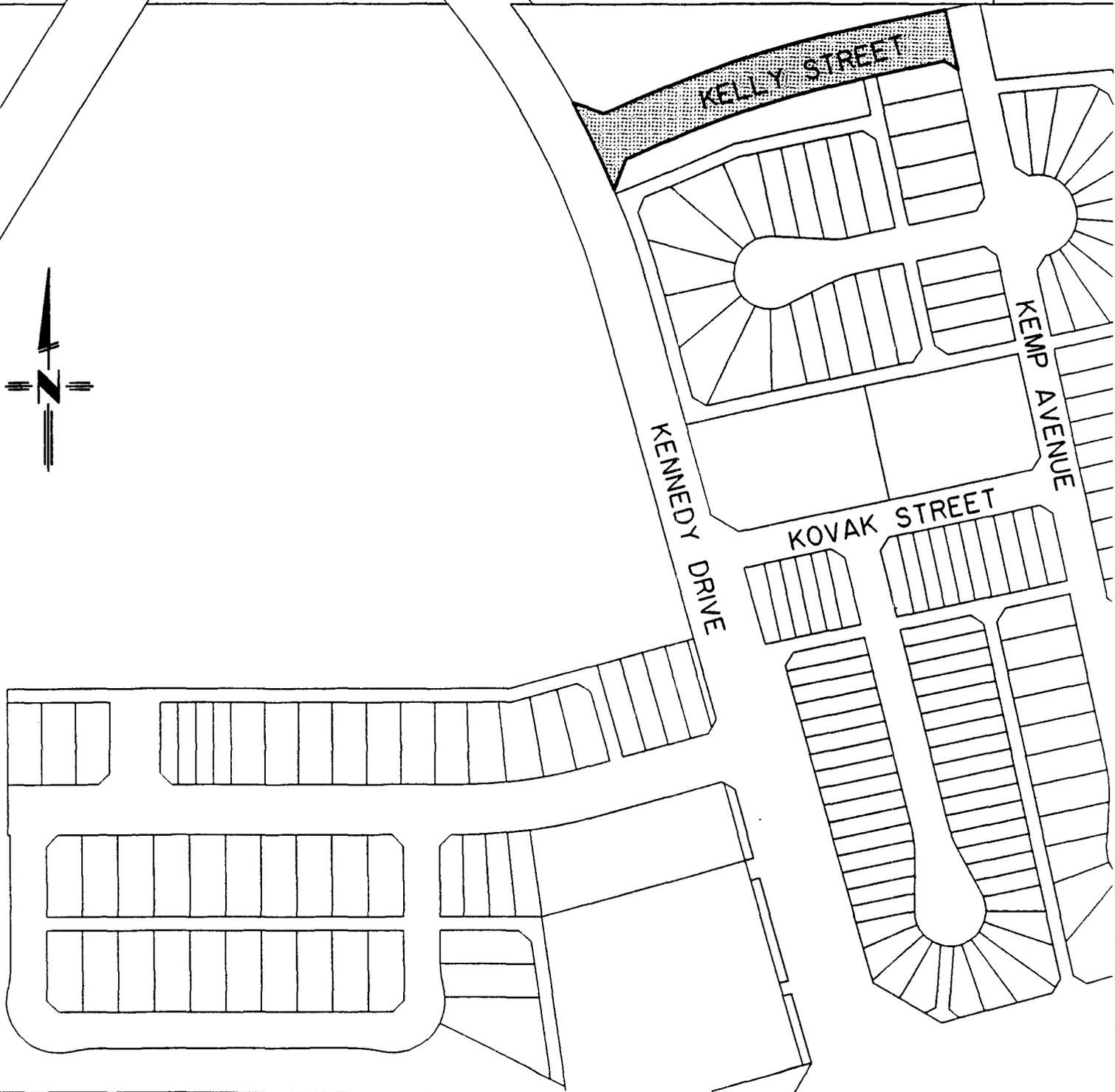
A copy of the map associated with the road closure is attached hereto. Following the Public Hearings, Council may choose to give the Bylaw Amendments second and third readings.



KELLY KLOSS
City Clerk

KK/clr
Attch.

ROAD CLOSURE





THE CITY OF RED DEER

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

City Clerk's Department
(403) 342-8132 FAX (403) 346-6195

September 13, 1994

Snell and Oslund Surveys (1979) Ltd.
4826 - 47 Street
Red Deer, Alberta
T4N 5G3

Att: Dick Vanden Brink

Dear Sir:

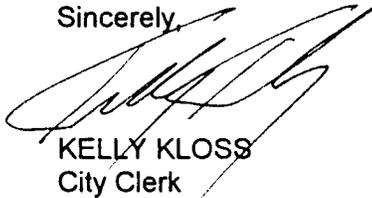
RE: ROAD CLOSURE / KELLY STREET
BYLAW 3114/94

Further to our letter of August 3, 1994 wherein I advised of a Public hearing in regard to the above noted Road Closure Bylaw, I wish to advise as follows.

At The City of Red Deer Council Meeting of September 12, 1994, Road Closure Bylaw 3114/94 was given second and third readings following the Public Hearing. Attached hereto is a certified copy of said bylaw.

The decision of Council in this instance is submitted for your information. If you have any questions, please do not hesitate to contact the undersigned.

Sincerely,



KELLY KLOSS
City Clerk

KK/clr
attch.

cc: Director of Community Services
Director of Engineering Services
Bylaws and Inspections Manager
City Assessor
Land and Economic Development Manager
E. L. & P. Manager
Fire Chief
Public Works Manager
Council and Committee Secretary, S. Ladwig



*a delight
to discover!*

NO. 1

DATE: August 30, 1994
TO: Kelly Kloss, City Clerk
FROM: Alan Scott, Land and Economic Development Manager
RE: **SALE OF LOT U2, BLOCK 3, PLAN 1142 NY**
(See attached map, area cross-hatched)

City Council at its meeting May 15, 1989 approved the sale of the east 5.7 metres (18.7 feet) of the above utility lot to adjacent property owners: Sawula, Swell, and Peavey. These sales have all been finalized. At the same Council meeting, approval was granted to enter into leases with the adjacent property owners on the west side of Lot U2, these being: Turbo/Shell Canada Products, Imperial Oil/Exxon, and Triple A Electric. These leases have all been finalized and have been in force since approval in 1989.

In 1989, the Electric Light and Power Department was not in favour of selling the 8.0 metres on the west side of U2, only leasing it. E. L. & P. have had a change of direction, and are now in favour of selling the westerly 8.0 metres to the adjacent property owners, provided they grant an easement back to the City.

We have since contacted the adjacent property owners. All have responded they will accept the City's offer and conditions of purchase.

RECOMMENDATION

The Land and Economic Development Department recommends that City Council approve the sale of the sale of Lot U2, Block 3, Plan 1142 NY to Turbo/Shell Canada Products, Imperial Oil/Exxon, and Triple A Electric subject to the following conditions:

1. As this is a utility right-of-way, the sale price to be \$1.20/sq. ft. x 25% plus GST.
2. Subject to all approving authorities.
3. The property to be consolidated with the purchaser's existing holdings, at the expense of the City.
4. The actual area to be determined by legal plan of survey.
5. The usage of the property to be consistent with C1A zoning.

City Clerk
Page 2
August 30, 1994

6. Subject to all conditions of the Electric Light and Power Department's memo dated July 6, 1994 (attached).
7. All survey, consolidation, registration and legal fees to be the responsibility of the City.
8. The purchaser will grant an easement back to the City for utilities.
9. A deposit of \$1000 upon signing of the agreement, with the balance due upon registration of the plan.



For Alan V. Scott

PAR/mm

Att.

DATE: July 6, 1994

TO: Al Scott
Land & Economic Dev. Manager

FROM: Daryle Scheelar
E. L. & P. Dept.

RE: Sale of Lot U2, Block 3, Plan 1142 NY

E. L. & P. would not object to the sale of any part of lot U2 **subject to** an 8 metre wide easement being registered along the westerly limit which would include the following conditions:

- a) No buildings or other structures that would restrict access within the 8 metre corridor.
- b) Access for E. L. & P. to existing underground ducts and cables centered at 3.0 metres east of and parallel to the west property line of lot U2 in case of a utility emergency.
- c) E. L. & P. be absolved from any damage costs incurred against improvements within or material/equipment stored on this easement during any time in which access is required by The City's work force. This would also mean that the City will not be responsible for the replacement of asphalt should repairs be required.
- d) The leasee will make no claim against The City/E. L. & P. department for "loss of business" during the period of time such entry is required.
- e) Grading of any part of lot U2 to be pre-approved by E. L. & P. to ensure adequate coverage of existing ducts and to ensure measures are taken to avoid surface drainage into our duct system.

Should you have any questions or comments, please advise.



Daryle Scheelar,
Distribution Engineer

RL/jjd

Commissioners' Comments

We concur with the recommendation of the Land and Economic Development Manager.

"G. SURKAN", Mayor

"A. WILCOCK", Acting City Commissioner

DATE: SEPTEMBER 13, 1994

TO: LAND AND ECONOMIC DEVELOPMENT MANAGER

FROM: CITY CLERK

RE: SALE OF LOT U2, BLOCK 3, PLAN 1142 NY TO TURBO/SHELL CANADA PRODUCTS, IMPERIAL OIL/EXXON AND TRIPLE A ELECTRIC

At the Council Meeting of September 12, 1994, consideration was given to your report dated August 30, 1994 concerning the above topic and at which meeting the following motion was passed:

"RESOLVED that Council of The City of Red Deer, having considered report from the Land and Economic Development Manager dated August 30, 1994, re: Sale of Lot U2, Block 3, Plan 1142 N.Y., hereby approves the sale of said land to Turbo/Shell Canada Products, Imperial Oil/Exxon and Triple A Electric, subject to the following conditions:

1. As this is a utility right-of-way, the sale price to be \$1.20/sq. ft. x 25% plus GST.
2. Subject to all approving authorities.
3. The property to be consolidated with the purchaser's existing holdings, at the expense of The City.
4. The actual area to be determined by legal plan of survey.
5. The usage of the property to be consistent with C1A zoning.
6. Subject to all conditions of the Electric Light and Power Department's memo dated July 6, 1994 re: Sale of Lot U2, Block 3, Plan 1142 N.Y., as submitted to Council September 12, 1994.
7. All survey, consolidation, registration and legal fees to be the responsibility of The City.
8. The purchaser will grant an easement back to The City for utilities.
9. A deposit of \$1000 upon signing of the agreement, with the balance due upon registration of the plan.

and as presented to Council September 12, 1994."

Land and Economic Development Manager
September 13, 1994
Page 2

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

A handwritten signature in black ink, appearing to read 'Kelly Kloss', is written over the typed name and title.

KELLY KLOSS
City Clerk

KK/clr

cc: Director of Engineering Services
Director of Community Services
E. L. & P. Manager
Fire Chief
Principal Planner
Bylaws and Inspections Manager

NO. 2

DATE: September 6, 1994
 TO: City Council
 FROM: City Clerk
 RE: DISPOSAL OF MUNICIPAL RESERVE

At the Council Meeting of August 2, 1994, a resolution was passed by Council indicating its intention to dispose of the municipal reserve as outlined on the attached plan and as described hereunder:

"All that portion of Lot 12 MR, Block 2, Plan 912-3660 lying within the limits of Plan 942-_____ containing 0.039 hectares (0.10 acres) more or less. Excepting thereout all mines and minerals."

(Located in Edgar Industrial)

In accordance with the requirements of the Planning Act, we advertised and posted a notice on the site indicating Council's intention to dispose of the above noted municipal reserve. No objections to the proposed disposal were received within the specified deadline (Monday, September 5, 1994).

As no objections have been received, a Public Hearing is not necessary. The City will now proceed without further notice.

RECOMMENDATION

Submitted for Council's information only.



KELLY KLOSS
 City Clerk

KK/ds
 Encl.



CANADIAN PACIFIC RAILWAY

EDGAR INDUSTRIAL DRIVE

67 STREET

68 AVENUE

DISPOSAL of MUNICIPAL RESERVE

DATE: SEPTEMBER 13, 1994

TO: LAND AND ECONOMIC DEVELOPMENT MANAGER

FROM: CITY CLERK

**RE: DISPOSAL OF MUNICIPAL RESERVE
LOT 12 MR, BLOCK 2, PLAN 912-3660
(LOCATED IN EDGAR INDUSTRIAL AREA)**

At the Council Meeting of August 2, 1994, Council passed a resolution agreeing to dispose of reserve lands as noted hereunder and as outlined on the map attached hereto:

"All that portion of Lot 12 MR, Block 2, Plan 912-3660 lying within the limits of Plan 942-_____ containing 0.039 hectares (0.10 acres) more or less.

Excepting thereout all mines and minerals."

In accordance with the requirements of The Planning Act, this office advertised and posted on site Council's intention to proceed with the proposed disposal of municipal reserve. Any objections to same were to be received by Monday, September 5, 1994.

As no objections to the proposed disposal were received by the date noted above, it is in order for us to proceed without further notice and in this regard I am enclosing herewith a declaration as required by Land Titles requesting the removal of the designations.

Trusting you will find this satisfactory.



KELLY KLOSS
City Clerk

KK/clr
attchs.

cc: Director of Community Services
Director of Engineering Services
Bylaws and Inspections Manager
City Assessor
E. L. & P. Manager
Parks Manager
Principal Planner

NO. 3

DATE: September 1, 1994
TO: City Clerk
FROM: Council & Committee Secretary
**RE: SEPARATE SCHOOL BOARD REPRESENTATIVE/RECREATION PARKS
& CULTURE BOARD**

In May of this year the Public School Board representative on the Recreation Parks & Culture Board resigned his position with the School Board, and therefore was no longer eligible to sit on our Board. Don Dolan was appointed by the School Board as their new representative beginning in May.

Please forward our request to City Council for a resolution approving the appointment of Don Dolan as the Separate School Board representative on the Recreation Parks & Culture Board for the remainder of the term of James McNamara which will expire in October 1995.

Respectfully submitted.


CHERYL G. ADAMS
Council & Committee Secretary
Recreation Parks & Culture Board

Commissioners' Comments

We recommend Council appoint Don Dolan to the Recreation, Parks & Culture Board.

"G. SURKAN"
Mayor

"A. WILCOCK"
Acting City Commissioner

DATE: SEPTEMBER 13, 1994
TO: RECREATION, PARKS AND CULTURE BOARD
FROM: CITY CLERK
**RE: SEPARATE SCHOOL BOARD REPRESENTATIVE ON
RECREATION, PARKS AND CULTURE BOARD**

It is my understanding that Don Dolan has been sitting as the Separate School Board Representative on the Recreation, Parks and Culture Board, replacing James McNamara. Due to an oversight, this change had not been ratified by Council. However, at its meeting of September 12, 1994 the following resolution was passed agreeing to said appointment:

"RESOLVED that Council of The City of Red Deer, having considered report from the Recreation, Parks and Culture Board dated September 1, 1994, re: Separate School Board Representative/Recreation, Parks and Culture Board, hereby agrees to appoint Don Dolan as the Separate School Board Representative on the Recreation, Parks and Culture Board to complete the unexpired term of James McNamara, said term to expire October 1995, and as presented to Council September 12, 1994."

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



KELLY KLOSS
City Clerk

KK/clr

cc: Director of Community Services

Mr. Don Dolan
R.R. #4
Red Deer, Alberta
T4N 5E4

NO. 4

DATE: September 2, 1994
TO: City Clerk
FROM: Bylaws and Inspections Manager
RE: **DOG CONTROL**

The contract for Dog Control expires December 31, 1994, and although the present contract contains a provision for a 1 year extension subject to satisfactory performance and mutual agreement on rates and that we are satisfied with the contractors performance, Council's direction on service levels is needed. In view of budget constraints which have reduced the hours of patrol (48 per week in 1991 to 14 this year), and Council's reluctance to increase revenue through License fees and Bylaw violation increases, complaints to the contractor and our office have increased. The contractor received 799 complaints in 1992, 1009 in 1993 and to the end of June, 543 this year. Biting complaints are 22 in 1992, 29 in 1993 and 28 to the end of July, 1994. Our previous tenders requested bids on 48 hours of service per week, office (pound) hours of 9:00-1200 am & 1:00-6:00 pm Monday to Friday, pickup of dead animals and skunk pickup. However with the reduction of funding the tender should reflect the actual service levels provided. Requesting tender bids on 48 hours per week, including answering skunk complaints, dead animal pickup and 6 day a week office hours when considerably less service will be all that can be afforded, is misleading to potential bidders.

The most recent dog control tenders for the years 1992-1994 were awarded to the low bidder whose bid was \$126,996 for 1992, \$135,252 for 1993, and \$144,036 for 1994 (average increase 6.5% over the life of the contract) for 48 hours of patrol per week, skunk , dead animal pickup and operation of pound. In order to meet Council guidelines for the budget, the patrol hours have been reduced to 14 hours per week, pound service reduced, dead animals and skunks are not picked up.

In order that any potential tenders are working on the same basis Council should:

- 1) Decide what level of service they want
- 2) What services they want included in the contract
- 3) How do they want the service funded? General revenue, fines and license, or a combination. What percent should be self funded?

We feel that a greater percentage of the contract can be funded by an increase in fines and license fees. Increasing fines for unlicensed dogs, substantially increases revenue but also increased number of people licensing their dogs. Council has previously been concerned that someone whose dogs have escaped only one time will be penalized to the same degree as chronic violators. However, the alternative is that no one respects the provision of the Bylaw, revenue drops off and enforcement suffers.

DOG CONTROL

Page 2

September 2, 1994

The present contractor has proposed a revised fine schedule that should enable the dog control program to move towards self financing. We have included a copy of the contractors correspondence to us on this issue.

We have had several contacts with the Parkland SPCA with the purpose of determining if their organization would be prepared to tender on the dog control services however their position was that they were interested in the operation of a pound only. Our feeling that efficiencies can be achieved by combining patrol service with the operation of the pound which results in a lower control price. Consequently, the Parkland SPCA indicated they did not wish to bid on the 1995 contract (attached).

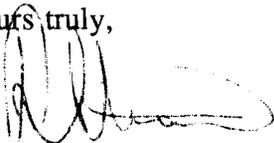
Recommendation:

- 1) The minimum level of patrol should be 48 hours/week
- 2) Office hours/pound - 9:00 am - 6:00 pm, Monday - Friday,
9:00 am - 12:00 pm Saturday
- 3) Skunk and dead animal pickup should be included
- 4) The program should ultimately be self financing
- 5) Fines and licenses should be increased as suggested by Mr. De Boon.

A self financing operation cannot be achieved immediately and probably not over the life of one contract (3 years). I have some doubt that it can ever be achieved but certainly a better revenue to expenditure ratio than we have presently should be expected (\$117,000-\$22,000).

In order that a properly prepared bid can be compiled and evaluated the tender documents should be sent out quite soon.

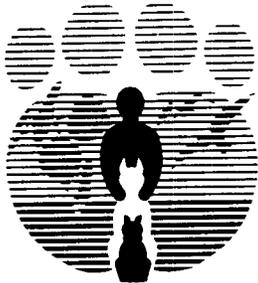
Yours truly,



R. Strader
Bylaws & Inspections Manager
BUILDING INSPECTION DEPARTMENT

RS/cp

Copy Ryan Strader
Kelly Kloss May 20/94
m.



PARKLAND HUMANE S.P.C.A.

P.O. BOX 931 RED DEER ALBERTA T4N 4H3
PHONE 342-7722

1420

94/JAG

May 18, 1994

City Commissioner
City Hall
Red Deer, Alberta
T4N 3T4

ATTENTION: MIKE DAY

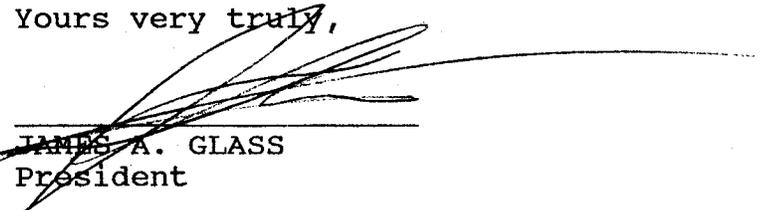
Dear Sir:

RE: PARKLAND HUMANE S.P.C.A. - ANIMAL CONTROL CONTRACT

Further to our most recent meeting concerning the possibility of the S.P.C.A. revising it's proposal in relation to the animal control contract please be advised that we have reviewed your concerns with the board and can indicate that a unanimous decision was made not to proceed further with any additional proposals and or negotiations regarding the animal control contract.

I trust you find the foregoing to be in order and remain,

Yours very truly,



JAMES A. GLASS
President

JAG/anm



CITY OF RED DEER ANIMAL CONTROL PROPOSAL

This proposal has one main objective:

To put forward a viable (NOT POPULAR) solution to the City of Red Deer's animal control challenges.

The Challenge:

Tight civic budgets have eroded animal control service levels to a critical point.

The three choices:

1. To continue on with the current situation and format;

This choice is creating an environment that daily increases the potential for a serious dog related incident within the City of Red Deer. The reason for this is that at 14 hours per week of patrol time, including emergency call out time, each day marginal dog owners are realizing that they stand very little chance of being caught letting their dog run loose as the presence of animal control is so greatly diminished. As a result, more and more dogs are and will be running loose multiplying the opportunity for packing. Aside from this all the other aspects of animal control will obviously diminish, or in some cases disappear, as lower priority tasks give way to higher priority ones. For example, barking dogs, skunks.

2. To discontinue animal control altogether when the contract expires. This choice would be fine except for all of the above reasons multiplied by about two and add on the following list;

- a. Who would pick up all the dead and injured animals within the city (it is not reasonable to think the R.C.M.P. would offer to do so)?
- b. Where would these animals both dead and alive go to?
- c. Where would residents take strays they find (it is not feasible for the S.P.C.A. to handle a substantial increase in animals)?
- d. Who would people call when someone or something is being attacked by a dog?
- e. What would stop people from always letting their dog run at large?
- f. Basically all license purchasing would stop.
- g. The city would be throwing away decades of time and money training its residents about animal control.
- h. What would people do about their skunk problems?
- i. Why would people pick up after their pets in parks or playgrounds?
- j. What would happen to the garbage cans in all the alleys?

3. To take definite and constructive measures to restore and improve animal control. The challenge with this choice has basically two aspects, monetary and popularity;

MONETARY...to restore and improve requires capital. This challenge is surmountable when approached in a realistic and mature fashion. The funds must come from somewhere, and there are really only two choices:

- a. Increase general taxes to generate capital (while this may be thinkable is it really thoughtful). Within animal control there is ample opportunity to generate revenue through a fair and reasonable process.
- b. Modernize aspects of animal control to increase revenue generation (this leads us to our next aspect of challenge, popularity). This would mean to change fees to better reflect cost, and people don't like change.

POPULARITY...to change the way things are done is unsettling, but inevitable. The major changes would relate to three basic areas:

- a. The cost to license a dog would increase to around \$20.00 the first year. This appears to be a large increase until you compare it to most of the cities and towns in the area. Also, consider that if it is a challenge to pay \$20.00 a year to license a dog how can a dog be afforded when it costs more than \$150.00 a year to feed a tiny dog, over \$30.00 a year for shots and more than \$15.00 to have a dog bathed and groomed, and a dog collar and leash run about \$20.00. So it is not reasonable to say that the cost of a license would prevent someone from owning a dog.
- b. The fine for failing to license a dog would go up substantially to at least \$100.00. This fine would not affect the law abiding dog owner as they would have already purchased a license, therefore avoiding the fine. This increase is necessary to give people adequate incentive to actually buy a license for their dog at the beginning of the year as the bylaw requires. This also infuses capital at the start of the season to operate the program. Incentives can also be placed to encourage early purchase by giving a discount for licenses sold in January, and even discounts for proof of sterilizing pets.
- c. The third major change would be the active investigation and pursuit of unlicensed dogs in the city where officers and other agencies may gather information on location and number of dogs at any given address. This would be a three to five year process of getting a handle on roughly how many dogs are actually in the City and getting them licensed (in this process, people would receive phone calls and visits for the purpose of attaining compliance in the area of licensing).

The rest of this proposal will be directed at addressing choice number three, as it appears to be the only viable option at this time. The recommendations that follow are not nor cannot be guaranteed. They are, however, patterned after what is considered to be the most advanced and efficient animal control system in operation in Western

Canada, Calgary. The Calgary system has evolved over many years and has proven itself very workable and self funding. This could be an eight to ten year goal for Red Deer. However, as promised, this proposal will set its target at a 50% self-funding goal over a three year period. To achieve this goal it will be necessary to create and follow a well thought out and comprehensive plan that once undertaken should not be interrupted or significantly altered.

Successful attainment of this goal will require consistency, very good public education and also great public relations as anything regarding pets has the ability to deeply stir one's emotions.

Following information is respectfully forwarded for your consideration.

**ANIMAL CONTROL 3 YEAR PLAN OUTLINE
CITY OF RED DEER**

	LAST YEAR 1993	YEAR 1	YEAR 2	YEAR 3
RUNNING AT LARGE FINE	\$40.00	\$50.00	\$50.00	\$60.00
NO LICENSE FINE	\$35.00	\$100.00	\$125.00	\$150.00
FULL COST OF LICENSE	\$12.00	\$20.00	\$25.00	\$30.00
APPROXIMATE # OF LICENSES SOLD	1476	1800 ----- 2200	2500 ----- 3000	3200 ----- 3700
TOTAL REVENUE GENERATED	\$15000	\$27000 -----	\$46875 -----	\$72000 -----
75% RE: DISC.		\$33000	\$56250	\$83250
ESTIMATED FINE REVENUE	\$4000	\$4500	\$5000	\$5500
- TOTAL REV. GENERATED	\$19000	\$31500	\$51875	\$77500
TOTAL WEEKLY PATROL HOURS	14	40	46	50
EST. ANNUAL COST OF A.C.	\$118724	\$138000	\$145200	\$150000
% OF SELF FUNDING	16%	23%	35.5%	51.5%

Commissioners' Comments

We concur with the recommendations of the Bylaws & Inspections Manager. We recommend, however, that:

- 1) Alternate levels of service be tendered based on 30, 40 and 50 patrol hours per week. This would allow us to match the increased level of expenditures in the first years of the contract with the phasing in of significantly increased fines as recommended by Mr. deBoon
- 2) The administration bring back a more detailed report on recommended fines along with the required bylaw amendment
- 3) A system be developed of establishing fines for repeat offenders and higher fines for dogs running at large than fines for no license.

"G. SURKAN"
Mayor

"A. WILCOCK"
Acting City Commissioner

DATE: SEPTEMBER 13, 1994

TO: BYLAWS AND INSPECTIONS MANAGER

FROM: CITY CLERK

RE: DOG CONTROL

At the Council Meeting of September 12, 1994 consideration was given to your report dated September 2, 1994 concerning the above topic and at which meeting the following motions were passed:

"RESOLVED that Council of The City of Red Deer, having considered report from the Bylaws and Inspections Manager dated September 2, 1994, re: Dog Control, hereby agrees with the recommendations as outlined in the above noted report concerning tendering for Dog Control Services with the exception that:

1. alternate levels of service be tendered for dog control services based on 30,40 and 50 patrol hours per week; and
2. a level of cat control similar to the most recent cat control contract be included within the tender; and
3. prices for various levels and areas of service be clearly identified."

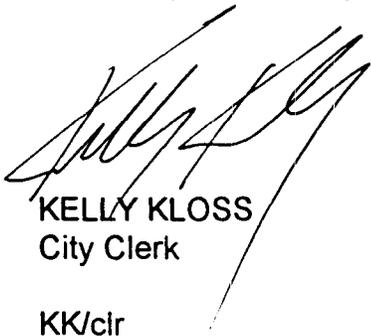
"RESOLVED that Council of The City of Red Deer, having considered report from the Bylaws and Inspections Manager dated September 2, 1994, re: Dog Control, hereby agrees that the Administration bring back a more detailed report to Council on recommended fines, along with the required bylaw amendment, and that a system be developed for establishing fines for repeat offenders and higher fines for dogs running at large than fines for no license."

Bylaws and Inspections Manager
September 13, 1994
Page 2

In addition to the above, Council generally agreed as follows:

1. That when the tender is presented back to Council, a more detailed break-down of the costs be made available, eg: cost per pound, cost for dog patrol, cost for cat control;
2. That the tender include a provision that the pound must be located within the City of Red Deer as is currently the requirement.

I trust a report will be forthcoming to Council in the near future relative to fines, with a further report outlining the tender results to be submitted at a later Council Meeting.



KELLY KLOSS
City Clerk

KK/cir

cc: Director of Financial Services



THE CITY OF RED DEER

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

City Clerk's Department
(403) 342-8132 FAX (403) 346-6195

September 14, 1994

Ms. A. Oseen
26 Comfort Close
Red Deer, Alberta
T4P 2J7

Dear Ms. Oseen:

Further to my letter of May 18, 1994 concerning your letter of April 25, 1994 re: Dog Control, I would like to advise as follows.

The City of Red Deer's Dog Control Contract expires at the end of 1994 and as such Council is again considering tendering this service. Two issues that Council is addressing are:

1. The number of weekly patrol hours; and
2. Possible increases in licence fees and fines.

In this regard, Council passed the following resolutions at its meeting held September 12, 1994:

"RESOLVED that Council of The City of Red Deer, having considered report from the Bylaws and Inspections Manager dated September 2, 1994, re: Dog Control, hereby agrees with the recommendations as outlined in the above noted report concerning tendering for Dog Control Services with the exception that:

1. alternate levels of service be tendered for dog control services based on 30,40 and 50 patrol hours per week; and
2. a level of cat control similar to the most recent cat control contract be included within the tender; and
3. prices for various levels and areas of service be clearly identified."

Ms. A. Oseen
September 14, 1994
Page 2

"RESOLVED that Council of The City of Red Deer, having considered report from the Bylaws and Inspections Manager dated September 2, 1994, re: Dog Control, hereby agrees that the Administration bring back a more detailed report to Council on recommended fines, along with the required bylaw amendment, and that a system be developed for establishing fines for repeat offenders and higher fines for dogs running at large than fines for no license."

The City currently provides only 14 hours per week of dog patrols, however, as noted in the above resolution, Council is considering an increase in patrol hours. The City will now be tendering for this service and once all the costs are known, same will be submitted back to City Council for a final decision.

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

Thank you for your patience in this matter. I hope this enables you to keep informed of the process of dog control in Red Deer.

Sincerely,

A handwritten signature in black ink, appearing to read 'Kelly Kloss', written over a white rectangular area.

KELLY KLOSS
City Clerk

KK/clr

cc: Bylaws and Inspections Manager

NO. 5

DATE: August 23, 1994
TO: City Clerk
FROM: Environmental Advisory Board
RE: BYLAW 3020/90/AMENDMENT/ALTERNATING TERM/REGISTERED ENVIRONMENTAL SOCIETY OR ORGANIZATION

Following the Organizational Meeting of Council in October 1992, and the first meeting of the newly appointed Environmental Advisory Board, questions regarding membership were discussed.

The concern in particular was that of the registered environmental society or organization representation. It was the general feeling that, just as the school boards alternate representation on the Board, so perhaps should the environmental society/organizations. The representative at that time, who had been reappointed for a second two year term, felt that this would be a fair solution, allowing each group an opportunity to participate.

Although this is not a major issue, an amendment to Bylaw 3020/90 would make future staff and Council clearly aware of the intent with respect to representation by registered environmental societies or organizations.

Attached is the proposed bylaw amendment for Council's consideration in this instance.


G. HALL, Chairman
Environmental Advisory Board

cga

Commissioners' Comments

We concur with the recommendation of the Environmental Advisory Board.

"G. SURKAN"
Mayor

"A. WILCOCK"
Acting City Commissioner

DATE: SEPTEMBER 13, 1994

TO: ENVIRONMENTAL ADVISORY BOARD

FROM: CITY CLERK

**RE: BYLAW 3020/90 - AMENDMENT TO PROVIDE FOR ALTERNATING
TERMS FOR ENVIRONMENTAL SOCIETY OR ORGANIZATION
REPRESENTATIVES**

At the Council Meeting of September 12, 1994, consideration was given to your letter dated August 23, 1994 concerning the above topic and at which meeting Bylaw 3020/A-94 was passed, a copy of which is attached hereto.

This new procedure will now be followed for the appointment of Environmental Society or Organization representatives.



KELLY KLOSS
City Clerk

KK/clr
attchs.

cc: Director of Community Services

DATE: September 6, 1994

**TO: KELLY KLOSS
City Clerk**

**FROM: H. MICHAEL C. DAY, City Commissioner
CRAIG CURTIS, Director of Community Services
ALAN WILCOCK, Director of Financial Services**

**RE: RED DEER REGIONAL PLANNING COMMISSION:
DRAFT SERVICE CONTRACTS
A letter from Bill Shaw, Director of the Red Deer Regional
Planning Commission dated August 22, 1994 refers.**

1. A report on the future delivery of municipal planning advisory services was considered by City Council on January 17, 1994, when the following resolution was adopted:

"RESOLVED that Council of The City of Red Deer, having considered report from the City Clerk, dated January 12, 1994, re: Future Delivery of Municipal Planning Advisory Services, hereby agrees that Council approve, in principle, entering into a two-year agreement with the Red Deer Regional Planning Commission for municipal planning advisory services, subject to the following conditions:

1. Acceptance of a modified Option "B" at a level which would accommodate three full-time equivalent staff, two of whom would be planners.
2. The City becoming the subdivision approving authority with some of the associated administrative work being done by the Planning Commission.
3. The anticipation that all municipalities within the region would be a part of the regional system; otherwise costs may substantially increase from that quoted in the report.
4. A further report being presented to Council outlining more precise costs and details of such an agreement once the position of other municipalities is known.
5. A report being prepared prior to the expiry of said agreement outlining future options, including that of an in-house planning section."

The Commission is proposing to provide three staff to serve the City, including two planners, a planning assistant/technician and associated clerical support. This level of staffing will provide the City with less support than it has had in the past, and some reduction in service must be anticipated.

2. The Commission is proposing to provide municipal planning and subdivision services to the City at a fixed fee of \$218,000 p.a., for a two- or three-year term. The Commission will also retain all subdivision fees, which are estimated to average between \$78,000 and \$97,000 p.a. These costs are summarised in Table "A".

City Clerk
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R.D.R.P.C.: Draft Service Contracts

Table "A"
Planning Services: Commission

<ul style="list-style-type: none"> • Planning Contract (3.0FTE) • Subdivision Contract 	\$ 218,000 78,000 (based on 80% revenue)
<ul style="list-style-type: none"> • Expenditures • Revenue 	\$ 296,000 78,000
<ul style="list-style-type: none"> ▪ Net Cost 	\$ 218,000

Table "B" shows the cost of operating an in-house planning department.

Table "B"
Planning Services: City Section/Department

<ul style="list-style-type: none"> • Departmental costs (3.5 FTE) Including overhead, imputed rent and utilities and equipment amortization. 	\$ 252,390 (see Attachment #1)
<ul style="list-style-type: none"> • Expenditures • Revenue 	\$ 252,390 78,000
<ul style="list-style-type: none"> ▪ Net Cost 	\$ 174,390

The premium that the City would pay for utilizing the services of the new Commission would be approximately \$44,000 p.a. It is considered that this premium can be justified in view of the benefits of a regional system of local planning advisory services. These may be summarised as follows:

- There is a long history of working relationships between the Commission and the City, and Commission staff are familiar with local community history, situations and problems.
- Commission advisory services operate at "arms-length" from the City and assist local decision making, without the appearance of added municipal bureaucracy. Municipal autonomy is not affected, since Commission staff are accountable to City Council.
- The Commission presently provides a pool of fully qualified and experienced staff with a broad range of background and abilities.
- The Commission presently provides an assured level of planning and technical advisory services, with backup staff available when urgent issues arise and during vacation periods.

3. The Red Deer Regional Planning Commission has prepared the following draft service contracts for The City of Red Deer.
- **Agreement "A": Regional Planning and Forum Services**
 This agreement provides for the Commission's acting as an advisor to a number of municipalities to promote "inter-municipal understanding and cooperation". Services could include acting as a regional forum, representing the interests of client municipalities, preparing policy papers on issues of multi-municipal interest, and assembling and distributing information of common interest.
 - **Agreement "B": Planning Consulting Services**
 This agreement provides for the Commission's undertaking specific planning and related projects for member municipalities. Services could be provided on a fixed-fee basis, based on an agreed-upon project definition.
 - **Agreement "C": Subdivision Processing Advisory Services**
 This agreement provides for the Commission's undertaking subdivision processing and approval services for member municipalities. Services could be provided based on full cost recovery, with the Commission receiving all subdivision fees charged to the applicant.
 - **Agreement "D": Municipal Planning Advisory Services**
 This agreement provides for the Commission's undertaking day-to-day municipal planning and long-range and special planning advisory services for member municipalities. Services could be provided based on an annual fee to the specific municipality.

We have reviewed the contracts and our joint comments are as follows:

- The services outlined in Agreement "A" have previously been fully funded by the provincial government. These services would add an **additional** base level of funding of \$15,000 to the City's annual contribution. If the City were to assist in funding this regional service, it should be able to determine the work program in proportion to its own contribution and needs. Under Clause 4(b), 75% of "clients" could agree to request and fund additional services. Consequently, a number of small municipalities could effectively approve a significant additional financial contribution by the City.

It is considered that the majority of these studies will be of marginal benefit to The City of Red Deer. Consequently, we do not support the City's entering into a contract for "Regional Planning and Forum Services" at this time.

- The services outlined in Agreement "B" may not be required by the City, except in special circumstances, such as annexation, etc. In the past, the City has changed the planning work program, rather than contract for additional services. However, this may not be possible in the future due to the reduced number of staff who will be available.

City Clerk
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R.D.R.P.C.: Draft Service Contracts

- It is considered that Agreements "C" and "D" should be combined for The City of Red Deer. Subdivision proposals evolve directly from the Land Use Bylaw and other statutory and non-statutory plans. Consequently, for maximum efficiency, these services should use the same staff members and be fully integrated.
- Clause 3(a) of Agreement "D" states that the Commission will "consult with the client" regarding the assignment of staff. Clause 3(a) of Agreement "C" states that the Commission will "designate" staff to provide services. It is considered that the City should be given the right to approve which staff members are allocated to undertake work on its behalf. Consultants are generally required to specify which professionals will be assigned to the City, and the decision is not left to their discretion except at the junior level. Given the current employment uncertainty at the Commission and the potential for staff turnover, the City's staffing should be confirmed in the short term.
- It is considered that Clause 6(a) in Agreements "C" and "D" should be deleted in its present form. Commission staff should be available to appear as expert witnesses on behalf of the City when required. Additional charges for this service would only be incurred if the work could not be accommodated within the approved work program.
- Clause 4(c) of Agreement "D" states that the City would be responsible for "any taxes, levies, assessments, or charges of any kind resulting from this agreement". These charges should be identified before the approval of the contract.

4. **RECOMMENDATIONS**

It is recommended that City Council:

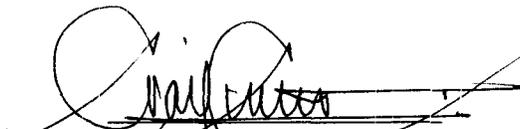
- Approve entering into a three-year agreement with the Red Deer Regional Planning Commission (or its successor agency) for the provision of municipal planning and subdivision advisory services at a fixed fee of \$218,000 per annum.
- Authorize the Administration to negotiate and execute a service contract with the Commission, based on the following conditions:
 - ▶ That the Commission will provide a minimum of three staff to serve the City, including two planners, a planning assistant/technician and associated clerical support. This staff will be assigned to both municipal planning and subdivision advisory services.
 - ▶ That the Commission will retain all subdivision processing fees to offset its operating costs.

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- ▶ That staff assigned by the Commission to work for the City shall be approved by both parties.
- ▶ That Commission staff will be available to appear as expert witnesses on behalf of the City, when required.

for 

H. Michael C. Day



Craig Curtis



Alan Wilcock

:dmg

Att.

Commissioner's Comments

I concur with the recommendations as outlined above. Council should note that the recommendations provide for a 3 year agreement which is a slightly longer term than originally suggested. This ensures some continuity of service for the City and provides some stability during the start up for the agency proceeding the Commission.

"G. SURKAN"
Mayor

Integrated City Planning Department

Annual Cost Estimates

• Planning Coordinator	\$ 60,000	(1.0 FTE)
• Secretary (1/2)	16,000	(0.5 FTE)
• Associate Planner	50,000	(1.0 FTE)
• Draughtsman	35,000	(1.0 FTE)
FBA @ 20%	32,200	
Supplies	2,800	
Stationery	1,000	
Maintenance of equipment	1,200	
Food	200	
Photocopier (shared)	1,500	
Travel	2,000	
Conferences/Memberships	2,500	
Subscriptions	<u>500</u>	
▪ Sub-Total	\$ 204,900	
Overhead charge (10%)	20,490*	
Rent & utilities (equivalent)	12,000*	
Equipment amortization	<u>15,000</u>	
▪ Total	\$ 252,390	

***Note:**

The above costs assume the cost of a long-term projection of operating planning services. In the short term (less than 5 years), the actual cost would be significantly reduced because the overhead rent and utility charges would not be an additional cost to the City.



MEMORANDUM

TO: Kelly Kloss
City Clerk

FROM: Bill Shaw
Director

DATE: September 6, 1994

RE: PLANNING AND SUBDIVISION SERVICE CONTRACTS

This pertains to the same date memorandum to you from the City Commissioner and Directors of Community Services and Financial Services regarding Draft Service Contracts.

Please be advised that I have reviewed the memorandum and regarding the recommendations in Section 4 wish to advise that:

(a) as the Commission (successor service agency) will desire to 'stagger' contracts for renewal in the future, the City may wish to enter a three year contract commencing April, 1995;

(b) I am prepared to advise the Commission's contract signing authorities that they be prepared to execute a contract based on the conditions set out in the said memorandum.

cc. Mayor Gail Surkan (Commission representative)
H.M.C. Day
C. Curtis
A. Wilcock

ATTACHMENT TO REPORT

RELATIVE TO:

RED DEER REGIONAL PLANNING COMMISSION:

DRAFT SERVICE CONTRACTS

PAGE 41



**RED DEER
REGIONAL PLANNING COMMISSION**

Employees General File

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

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

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

August 22, 1994

Mr. Michael Day,
City Commissioner,
Box 5008,
Red Deer, Alberta
T4N 3T4

Dear Mr. Day:

**RE: PROPOSED PLANNING AND RELATED SERVICE AGREEMENTS
COMMENCING APRIL 1, 1995**

As you are aware, the Alberta Government is withdrawing its funding of Regional Planning Commissions. As well, the Government will introduce changes to the Planning Act that will eliminate Regional Planning Commissions from the planning system in Alberta some time after April 1, 1995. In this regard, the Minister of Municipal Affairs, in his letter of July 28 to all municipalities, confirmed the discontinuation of the Alberta Planning Fund requisitions in 1995.

In response to these events, the Commission is taking action to gain the establishment of a new planning advisory services agency. This is being done in consultation with municipal councils and administrators in this Commission area. In response to the expressed support of most communities, including the City of Red Deer, it is intended to have the new agency in place on April 1, 1995. The purpose of the new agency will be to offer the planning advisory and related services historically provided by the Commission. Access to these services by municipalities will be through service agreements, which would provide the majority of funds for the operation of the new agency.

Types of Service Agreements

Because communities expressed a variety of preferences for planning advisory and related services, four types of service agreements are proposed. A copy of each is enclosed. The following generally outlines these agreements and provides certain specifics related to the City of Red Deer.

Municipal Planning Advisory Services

This agreement provides a broad choice of planning and related services on an annual basis over the life of the agreement. Included are day to day planning advice, as well as special long range planning and related technical services. While most municipalities will be charged an hourly fee for

... 2

MUNICIPALITIES WITHIN COMMISSION AREA

CITY OF RED DEER • MUNICIPAL DISTRICT OF CLEARWATER No. 99 • COUNTY OF STETTLE No. 6 • COUNTY OF LACOMBE No. 14 • COUNTY OF MOUNTAIN VIEW No. 17 • COUNTY OF PAINT EARTH No. 18 • COUNTY OF RED DEER No. 23 • TOWN OF BLACKFALDS • TOWN OF BOWDEN • TOWN OF CARSTAIRS • TOWN OF CASTOR • TOWN OF CORONATION • TOWN OF DIDSBURY • TOWN OF ECKVILLE • TOWN OF 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 DELBURNE • VILLAGE OF DONALDA • VILLAGE OF ELNORA • VILLAGE OF GADSBY • VILLAGE OF HALKIRK • VILLAGE OF MIRROR • SUMMER VILLAGE OF BIRCHCLIFF • SUMMER VILLAGE OF GULL LAKE • SUMMER VILLAGE OF HALF MOON BAY • SUMMER VILLAGE OF JARVIS BAY • SUMMER VILLAGE OF NORGLLENWOLD • SUMMER VILLAGE OF ROCHON SANDS • SUMMER VILLAGE OF SUNBREAKER COVE • SUMMER VILLAGE OF WHITE SANDS • SUMMER VILLAGE OF BURNSTICK LAKE

the services they select and receive, our previous discussions have indicated that the City of Red Deer would prefer to 'contract' three staff (two planners and a planning assistant/technician, with the associated clerical support being included). We are prepared to provide this level of service for the annual fee of \$218,000, in accordance with the enclosed draft City of Red Deer Municipal Planning Advisory Services agreement. As an integral part of this agreement, the City also concurrently enters a Subdivision Processing Advisory Services agreement.

As discussed, three planning advisors is less manpower than recently enjoyed by the City from the Commission. Some reduction in services therefore must be anticipated. While some project time will still be available, it is highly likely that the number and variety of projects completed for the City in the past few years will not be possible with the reduced manpower, especially if day-to-day advisory services are to maintain the quality the City expects.

Please note that not covered under the agreement are some special costs (printing, aerial photographs, public meeting expenses, extraordinary travel, etc.). Similar to the past years, the City should budget \$5,000 - 7,000 per year for these.

Subdivision Processing Advisory Services

Offered herein are the subdivision processing and advisory services now provided by the Commission to 38 of the 40 municipalities within the region, including the City of Red Deer. The cost of these services would be fully paid for by the subdivision applicant, and therefore would be at no cost to the City.

While the new Planning Act to be adopted in 1995 likely will assign subdivision authority to each municipality, if permitted under the new planning legislation Council may also choose to delegate subdivision authority to the new services agency at no cost to the City.

Regional Planning and Forum Services

This service offers the new agency's format and abilities to promote intermunicipal understanding and cooperation, primarily as a forum with related research capabilities. As well, it could collectively represent communities on provincial committees. Each participating municipality would contribute funds for the service on a per capita basis. The annual charge to the City for regional planning and forum services would be \$14,960, being \$0.25 per capita. Should the Commission (new agency) not be successful in generating at least 74% of the funds necessary to provide these services, the agreement becomes null and void.

Planning Consulting Services

This agreement essentially provides for consulting services to undertake a specific project over a set period of time. By entering into the aforementioned Municipal Planning Advisory Services agreement, the City may only need to enter a Planning Consulting Services agreement for special services (e.g. studies, plans) beyond the terms or manpower contracted in the annual Advisory Services agreement.

General Aspects

With the exception of the Planning Consulting Services agreement, the commencement date for each agreement will be April 1, 1995 and **shall be for a minimum period of two years.**

Part One of each agreement provides the choice of advisory services being offered.

Part Two outlines the fees associated with the services being contracted.

Part Three lays out the terms and conditions of the agreement.

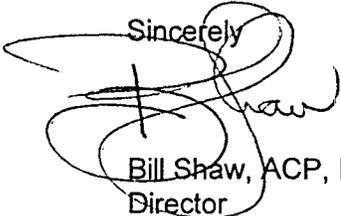
Time Frame

The Commission needs to undertake action as early as October to set in motion the mechanism for a new services agency. Therefore, the Commission requests that service agreements be finalized by September 23, 1994.

You are encouraged to review the proposed service agreements as soon as possible. I am prepared to meet with you and/or Council at any mutually convenient time to discuss details of future services and any specific matters arising out of the proposed service agreements.

I look forward to meeting with you in order to assist Council's future decisions regarding the participation of the City of Red Deer in the new service agency and the level and variety of services to be provided by the agency to the City.

Sincerely



Bill Shaw, ACP, MCIP
Director

cc. Mayor Gail Surkan

AGREEMENT "A"

REGIONAL PLANNING AND FORUM SERVICES

This AGREEMENT made this _____ day of _____, A.D., 199__

BETWEEN:

THE RED DEER REGIONAL PLANNING COMMISSION

(herein called "the Commission")

OF THE FIRST PART

(herein called "the Client")

OF THE SECOND PART

WHEREAS the Alberta Provincial Government is amending the Planning Act of Alberta so as to eliminate Regional Planning Commissions from the planning system;

AND WHEREAS the Red Deer Regional Planning Commission or its successor agency, as currently constituted as well as through its successor agency, wishes to continue to provide regional planning and forum services to the Client;

AND WHEREAS the Client wishes to continue to utilize the services and expertise of the Red Deer Regional Planning Commission or its successor agency;

AND WHEREAS the parties hereto desire to formalize the services to be provided to the Client by the Red Deer Regional Planning Commission or its successor agency;

NOW THEREFORE the parties to this Agreement in consideration of the mutual promises and covenants hereinafter contained, agree as follows:

1. This Agreement shall remain in full force and effect for the _____ day of _____, 1995 to and including the _____ day of _____, 19 ____.
2. This Agreement provides for the giving of Regional planning and forum services to the Client who requires the specialized services of the Commission or its successor agency. Pursuant to this Agreement, the Commission or its successor agency agrees to provide those services set out in Part One of this Agreement, which forms part of this Agreement.

3. The Client shall pay to the Commission or its successor agency for the provision of the services set out in Part One those sums as set out in Part Two to this Agreement, which forms part of this Agreement. The Client agrees to pay the said fees and sums in the manner therein set out.
4. The specific terms and conditions relating to the services to the Client are as set out in Part Three of this Agreement, which forms part of this Agreement.
5. The Parties hereto acknowledge that the Commission, or its successor agency, is an independent contractor and is not the agent, servant or employee of the Client.
6. All the terms, provisions and conditions of this Agreement shall be binding upon and shall enure to the benefit of the parties hereto, successor agencies, respective heirs, executors, administrators and permitted assigns.
7. All notices, approvals or requests in connection with this Agreement shall be sent to the parties at the following addresses:

CLIENT

COMMISSION

IN WITNESS WHEREOF the Parties hereto by their proper officers have executed the within Agreement the day and year above written.

THE COMMISSION OR ITS SUCCESSOR AGENCY

CLIENT

Per: _____

Per: _____

(CLIENT)

Per: _____

Per: _____

(CLIENT)

PART 1: REGIONAL PLANNING AND RELATED SERVICES

In acting as advisors to a number of municipalities through a regional setting, the Commission would promote intermunicipal understanding and cooperation. Related services may include:

Forum: Use meetings to discuss matters of mutual interest to participating Clients and thereby promote intermunicipal understanding and cooperation, and in doing so seek common solutions to common problems.

Liaison: Represent the interests of rural and urban Client municipalities through input to Provincial and Federal programs and participate in Provincial studies, task forces and committees.

Information: Assemble and disseminate information of common interest to Clients.

Regional Strategies: Prepare policy papers on a regional basis for common direction for matters of multi-municipal interest in order to assist municipalities with means of addressing economic, environmental and social matters of key significance in the region.

Other: Similar forms of activity in the interest of the municipalities in the service area.

The services, including their priority, will be determined by the Clients through their members on the Commission. The extent of the services will be dependent on the fees collected from Clients to provide these services.

PART 2: SERVICE FEES

Funds to support regional planning and forum services are to be derived from per capita fees from municipal clients which contract the service, the schedule of fees being:

Cities	\$0.25 per capita
Towns, Villages, Summer Villages	\$0.75 per capita
Counties, Municipal Districts	\$0.46 per capita

Service Fee:

The Client agrees to pay the Commission \$_____ per year.

Payment of Fees:

The Client agrees to pay the annual fee on or before the first day of each contract year or be subject to a late charge of 1-1/2% per month against all past due balances.

Service Prices:

Under this Agreement the Clients collectively are entitled to the Preferred rate for advisory services, which averages \$71 per hour but will vary depending upon the personnel providing the service to the Client. As a part of this Agreement should the Client request and provide written confirmation for more service time the Regular rate of \$ 86 per hour (average) will be charged.

PART 3: TERMS AND CONDITIONS

1. Service Responsibilities of the Commission

- a. Determine an annual service program in consultation with members appointed to the Commission by municipal Clients.
- b. Undertake the annual work program as guided by the Clients as best afforded by the staff complement for regional planning and forum services.
- c. Notwithstanding anything herein, the Commission shall not be obligated to provide services beyond the level of funding for these services.

2. Service Inclusions

- a. Cost of preparing, printing and distributing regional reports (one copy) to Clients.
- b. Attendance at Council and Committee meetings as requested by the Client and felt appropriate by the Commission.
- c. Normal communication costs, including long distance telephone and fax charges.

3. Commission Advisors

- a. The Client agrees that the Commission may designate certain staff to provide services.
- b. The Commission shall exercise all reasonable skill, care and diligence in the provision of the services agreed to be performed by the Commission under this Agreement.

4. Additional Client Expenses

- a. Cost of additional reports to be provided to the Client.
- b. Upon authorization of at least 75% of the participating Clients which agree to request and fund services additional to the annual budget, each Client that has agreed would be billed the cost of the additional services in proportion to their annual fee.
- c. Any taxes, levies, assessments or charges of any kind resulting from this Agreement.

5. Client Responsibilities

- a. Cooperation by the Client with the timely provision of background materials, related information and consultation with the Commission for the services being provided.
- b. Appointing a 'member' of Council, if so desired by the Client, to attend meetings of the Commission, the costs of attendance to be the responsibility of the Client.

6. Expert Witness

- a. Nothing in this Agreement shall be construed to obligate the Commission to prepare for litigation or appear as an expert witness on behalf of the Client, unless an officer or director of the Commission authorizes such engagement and the Client and Commission agree to the charges for such service.

7. Ownership of Materials and Confidentiality

- a. All information, reports, plans, reports and related materials provided to the Clients by the Commission in the performance of its service are the property of the Commission.
- b. All confidential information obtained by the Commission with respect to the either services or the Client's operation in any area shall not be divulged to any person not authorized to receive it.

8. Amendment and Cancellation

- a. Only the authorized officer(s) of the Commission has the authority to amend the term of this Agreement on which the Commission will supply services, whereby such amendments will be by written Agreement.
- b. If either the Client or Commission breaches this Agreement, the other party may cancel this Agreement by means of written notice, the effective date being 30 (thirty) days from written notice.
- c. Neither party may assign this Agreement without the mutual consent in writing of the other.

9. Null and Void

- a. This Agreement is null and void if less than 74% of the proposed budget is not contracted.

BETWEEN:

**THE RED DEER REGIONAL PLANNING
COMMISSION**

(herein called "the Commission")

OF THE FIRST PART

-and-

(herein called "the Client")

OF THE SECOND PART

AGREEMENT

Chapman Riebeek
Barristers & Solicitors
#208, 4808 Ross Street
Red Deer, Alberta
T4N 1X5

File No. 21,141 NPR

AGREEMENT "B"

PLANNING CONSULTING SERVICES

This AGREEMENT made this _____ day of _____, A.D., 199__

BETWEEN:

THE RED DEER REGIONAL PLANNING COMMISSION

(herein called "the Commission")

OF THE FIRST PART

(herein called "the Client")

OF THE SECOND PART

WHEREAS the Red Deer Regional Planning Commission, as currently constituted as well as through its successor agency, wishes to provide planning and related services to the Client;

AND WHEREAS the Client wishes to utilize the services and expertise of the Red Deer Regional Planning Commission or its successor agency;

AND WHEREAS the parties hereto desire to formalize the services to be provided to the Client by the Red Deer Regional Planning Commission or its successor agency;

NOW THEREFORE the parties to this Agreement in consideration of the mutual promises and covenants hereinafter contained, agree as follows:

1. This Agreement shall remain in full force and effect for the _____ day of _____, 1995 to and including the _____ day of _____, 19 __, unless otherwise mutually agreed in writing by the Client and Commission or its successor agency.
2. This Agreement provides for the giving of planning and related consulting services to the Client who requires the specialized services of the Commission or its successor agency. Pursuant to this Agreement, the Commission or its successor agency agrees to provide those services set out in Part One of this Agreement, which forms a part of this Agreement.
3. The Client shall pay to the Commission or its successor agency for the provision of the services set out in Part One those sums as set out in Part Two to this Agreement, which forms part of this Agreement. The Client agrees to pay the said fees and sums in the manner therein set out.

4. The specific terms and conditions relating to the services to the Client are as set out in Part Three of this Agreement, which forms part of this Agreement.

5. The Parties hereto acknowledge that the Commission, or its successor agency, is an independent contractor and is not the agent, servant or employee of the Client.

6. All the terms, provisions and conditions of this Agreement shall be binding upon and shall enure to the benefit of the parties hereto, successor agencies, respective heirs, executors, administrators and permitted assigns.

7. All notices, approvals or requests in connection with this Agreement shall be sent to the parties at the following addresses:

CLIENT

COMMISSION

IN WITNESS WHEREOF the Parties hereto by their proper officers have executed the within Agreement the day and year above written.

THE COMMISSION OR ITS SUCCESSOR AGENCY

CLIENT

Per: _____

Per: _____

(CLIENT)

Per: _____

Per: _____

(CLIENT)

PART 2: FEES

The Client agrees to pay the Commission the following fees for providing the planning and related services described in Part One. Planning and related services are to be paid at the hourly rates indicated below. Charges for expenses and disbursements shall be at cost plus 10%.

Notwithstanding the above, the total payment for the work to be performed under this Agreement shall not exceed \$ _____, excluding taxes unless written approval is first given by the Client. The estimated fees and disbursements are as follows:

- \$ _____ Fees
- \$ _____ Disbursements
- \$ _____ Total, excluding taxes.

Hourly rates will be as follows:

Payment of Fees:

Unless otherwise agreed to, payments for services become due when the various phases thereof are completed, as indicated on Attachment A hereto, being a general work schedule and time line.

Payments 30 (thirty) days beyond the due date will be subject to a late charge of 1-1/2% per month against all past due balances.

PART 3: TERMS AND CONDITIONS

1. Service Responsibilities of the Commission

- a. To provide planning and related services on a "best effort" basis wherein planning advice and related support would be as timely as staff resources allow in order to achieve the service deadline or expiry date, or another date as mutually agreed in writing by the Client and Commission.

2. Commission Advisors

- a. The Client agrees that the Commission can provide alternate staff to those listed in Part Two to provide services and charge the related hourly rates of each, as long as these rates do not exceed the rate of the staff replaced.
- b. The Commission shall exercise all reasonable skill, care and diligence in the provision of the services agreed to be performed by the Commission under this Agreement.

3. Additional Client Expenses

- a. Where particular matters arise which the Commission considers will require engaging a specialist, the specialist's fees and costs shall be paid by the Client, provided the Client has authorized the engagement of the specialist.
- b. Where particular information or materials are needed by the Commission to reasonably fulfill the services contracted by the Client, these costs shall be paid by the Client, provided the Client has authorized the expenditures.
- c. Any taxes, levies, assessments or charges of any kind resulting from this Agreement.

4. Client Responsibilities

- a. Cooperation by the Client with the timely provision of background materials, related information and consultation with the Commission for the services being provided.

5. Ownership of Materials

- a. All information, reports, plans, reports and related materials provided to the Client by the Commission in the performance of its service to the Client are the property of the Client.
- b. Notwithstanding 6 (a), the Commission is entitled to maintain copies of all information, plans, reports and related materials in its files.

6. Confidential Materials

- a. All confidential information obtained by the Commission with respect to the either services or the Client's operation in any area shall not be divulged to any person not authorized to receive it.

7. Compensation for Changes in Service Request

- a. Should the Client change the service request in a manner that requires the Commission to provide services beyond the original contract value, the Commission shall inform the Client in writing to request written confirmation from the Client to proceed with the additional work at the added expense of the Client, the costs being at the hourly rates, and additional disbursements plus 10%.

8. Amendment and Cancellation

- a. Only the authorized officer(s) of the Commission has the authority to amend the terms of this Agreement on which the Commission will supply services, whereby such amendments will be by written Agreement.
- b. If either the Client or Commission breaches this Agreement, the other party may cancel this Agreement by means of written notice, the effective date being 30 (thirty) days from written notice.
- c. Neither party may assign this Agreement without the mutual consent in writing of the other.

9. Abandonment or Suspension

- a. If the project or any part thereof is abandoned or suspended at any stage or if any stage of the Commission's work is unduly delayed for reasons beyond the Commission's control, the Commission shall be entitled to payment for services rendered to that point.

BETWEEN:

**THE RED DEER REGIONAL PLANNING
COMMISSION**

(herein called "the Commission")

OF THE FIRST PART

-and-

(herein called "the Client")

OF THE SECOND PART

AGREEMENT

Chapman Riebeek
Barristers & Solicitors
#208, 4808 Ross Street
Red Deer, Alberta
T4N 1X5

File No. 21,141 NPR

AGREEMENT "C"

SUBDIVISION PROCESSING ADVISORY SERVICES

This AGREEMENT made this _____ day of _____, A.D., 199__

BETWEEN:

THE RED DEER REGIONAL PLANNING COMMISSION

(herein called "the Commission")

OF THE FIRST PART

(herein called "the Client")

OF THE SECOND PART

WHEREAS the Alberta Provincial Government is amending the Planning Act of Alberta so as to eliminate Regional Planning Commissions from the planning system;

AND WHEREAS the Red Deer Regional Planning Commission or its successor agency, as currently constituted as well as through its successor agency, wishes to continue to provide subdivision processing and related services to the Client;

AND WHEREAS the Client wishes to continue to utilize the services and expertise of the Red Deer Regional Planning Commission or its successor agency;

AND WHEREAS the parties hereto desire to formalize the services to be provided to the Client by the Red Deer Regional Planning Commission or its successor agency;

NOW THEREFORE the parties to this Agreement in consideration of the mutual promises and covenants hereinafter contained, agree as follows:

1. This Agreement shall remain in full force and effect for the _____ day of _____, 1995 to and including the _____ day of _____, 19 ____.
2. This Agreement provides for the giving of Subdivision processing and related services to the Client who requires the specialized services of the Commission or its successor agency. Pursuant to this Agreement, the Commission or its successor agency agrees to provide those services set out in Part One of this Agreement, which forms part of this Agreement.

3. As set out in Part Two to this Agreement, which forms part of this Agreement, the Client shall assign to the Commission or its successor agency the ability to collect fees for the provision of the services set out in Part One. The Client agrees to pay the said fees and sums in the manner therein set out.

4. The specific terms and conditions relating to the services to the Client are as set out in Part Three of this Agreement, which forms part of this Agreement.

5. The Parties hereto acknowledge that the Commission, or its successor agency, is an independent contractor and is not the agent, servant or employee of the Client.

6. All the terms, provisions and conditions of this Agreement shall be binding upon and shall enure to the benefit of the parties hereto, successor agencies, respective heirs, executors, administrators and permitted assigns.

7. All notices, approvals or requests in connection with this Agreement shall be sent to the parties at the following addresses:

CLIENT

COMMISSION

IN WITNESS WHEREOF the Parties hereto by their proper officers have executed the within Agreement the day and year above written.

THE COMMISSION OR ITS SUCCESSOR
 AGENCY

 CLIENT

Per: _____

Per: _____
 (CLIENT)

Per: _____

Per: _____
 (CLIENT)

PART 1: SUBDIVISION SERVICES

The following services which are initialized are those contracted by the Client:

_____ **Process and advise, including each of the following:**

- + process subdivision applications pursuant to legislation
- + advise municipality: subdivision report and recommendation
- + inform applicant and agencies of decision
- + represent municipality at appeal hearings
- + endorse registerable documents

_____ **Subdivision Authority**

- + act as subdivision authority on behalf of municipality (if permitted by legislation)
-

PART 2: FEES

Under this Agreement the Client agrees that the Commission will undertake the contracted services for the client, wherein the client agrees the Commission will receive the subdivision fees charged to the applicant.

The Subdivision Fee Schedule is as follows:

- Application fee: \$300 per application plus \$100 per chargeable lot
- Endorsement fee: \$50 per chargeable lot.

The Client further agrees that the Commission can revise the Schedule of Fees upon 30 days notice and consultation with the Client.

PART 3: TERMS AND CONDITIONS

1. Service Responsibilities of the Commission

- a. To provide subdivision services, including the information associated therewith, on a "best effort" basis wherein the service would be within the time requirements of legislation, unless delayed by the lack of information or other necessary materials by the applicant, the applicant's agent, the Client or referral agencies.
- b. Provide an annual subdivision report to the Client.

2. Service Inclusions

- a. Advice and services may be performed by mail, fax, telephone and face to face communication.
- b. All site inspections as felt necessary by the Commission.
- c. Attendance at Council and Committee meetings as requested by the Client and felt appropriate by the Commission.

3. Commission Advisors

- a. The Client agrees that the Commission can designate certain staff to provide services.
- b. The Commission shall exercise all reasonable skill, care and diligence in the provision of the services agreed to be performed by the Commission under this Agreement.

4. Additional Client Expenses

- a. Any taxes, levies, assessments or charges of any kind resulting from this Agreement that are not applicable to the applicant.

5. Client Responsibilities

- a. Cooperation by the Client with the timely provision of background materials, related information and consultation with the Commission for the services being provided.
- b. Appointing a 'member' of Council, if so desired by the Client, to attend meetings of the Commission, the costs of attendance to be the responsibility of the Client.

6. Expert Witness

- a. Nothing in this Agreement shall be construed to obligate the Commission to prepare for litigation or appear as an expert witness on behalf of the Client, unless an officer or director of the Commission authorizes such engagement and the Client and Commission agree to the charges for such service.

7. Ownership of Materials

- a. All information, reports, plans, reports and related materials provided to the Client by the Commission in the performance of its service to the Client are to be jointly owned by the Client and the Commission.

8. Confidential Materials

- a. All confidential information obtained by the Commission with respect to the either services or the Client's operation in any area shall not be divulged to any person not authorized to receive it.

9. Amendment and Cancellation

- a. Only the authorized officer(s) of the Commission has the authority to amend the terms of this Agreement on which the Commission will supply services, whereby such amendments will be by written Agreement.
- b. If either the Client or Commission breaches this Agreement, the other party may cancel this Agreement by means of written notice, the effective date being 30 (thirty) days from written notice.
- c. Neither party may assign this Agreement without the mutual consent in writing of the other.

BETWEEN:

**THE RED DEER REGIONAL PLANNING
COMMISSION**

(herein called "the Commission")

OF THE FIRST PART

-and-

(herein called "the Client")

OF THE SECOND PART

AGREEMENT

Chapman Riebeek
Barristers & Solicitors
#208, 4808 Ross Street
Red Deer, Alberta
T4N 1X5

File No. 21,141 NPR

AGREEMENT "D"

MUNICIPAL PLANNING ADVISORY SERVICES

This AGREEMENT made this _____ day of _____, A.D., 199__

BETWEEN: **THE RED DEER REGIONAL PLANNING COMMISSION**
(herein called "the Commission")

OF THE FIRST PART

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

OF THE SECOND PART

WHEREAS the Alberta Provincial Government is amending the Planning Act of Alberta so as to eliminate Regional Planning Commissions from the planning system;

AND WHEREAS the Red Deer Regional Planning Commission, as currently constituted as well as through its successor agency, wishes to continue to provide planning and related services to the Client;

AND WHEREAS the Client wishes to continue to utilize the services and expertise of the Red Deer Regional Planning Commission or its successor agency;

AND WHEREAS the parties hereto desire to formalize the services to be provided to the Client by the Red Deer Regional Planning Commission or its successor agency;

NOW THEREFORE the parties to this Agreement in consideration of the mutual promises and covenants hereinafter contained, agree as follows:

1. This Agreement shall remain in full force and effect for the first day of April, 1995 to and including the thirty-first day of March, 19 ____.
2. This Agreement provides for the giving of Municipal planning advice and related technical services to the Client who requires the specialized services of the Commission or its successor agency. Pursuant to this Agreement, the Commission or its successor agency agrees to provide those services set out in Part One of this Agreement, which forms part of this Agreement.

3. The Client shall pay to the Commission or its successor agency for the provision of the services set out in Part One those sums as set out in Part Two to this Agreement, which forms part of this Agreement. The Client agrees to pay the said fees and sums in the manner therein set out.
4. The specific terms and conditions relating to the services to the Client are as set out in Part Three of this Agreement, which forms part of this Agreement.
5. The Parties hereto acknowledge that the Commission, or its successor agency, is an independent contractor and is not the agent, servant or employee of the Client.
6. All the terms, provisions and conditions of this Agreement shall be binding upon and shall enure to the benefit of the parties hereto, successor agencies, respective heirs, executors, administrators and permitted assigns.
7. All notices, approvals or requests in connection with this Agreement shall be sent to the parties at the following addresses:

CLIENT

COMMISSION

IN WITNESS WHEREOF the Parties hereto by their proper officers have executed the within agreement the day and year above written.

THE COMMISSION OR ITS SUCCESSOR
 AGENCY

CLIENT

Per: _____

Per: _____

(CLIENT)

Per: _____

Per: _____

(CLIENT)

PART 1: PLANNING AND RELATED SERVICES

List of Municipal Planning Advisory Services (Note: examples of each service attached hereto)

The day-to-day municipal planning advisory service initialized are those contracted by the Client.

- _____ Day-to-day Advice to Municipal Officials
- _____ Advice to General Public
- _____ Consultation with Provincial Departments

The long range and special planning advisory services initialized are those contracted by the Client.

- _____ Municipal Plans and Bylaws
- _____ Intermunicipal Plans and Studies
- _____ Municipal Research and Policy Development
- _____ Associated Public Participation
- _____ Design Planning
- _____ Training
- _____ Other _____

List of Technical Assistance Services (Note: examples of each service attached hereto)

The technical assistance services initialized are those contracted by the Client.

- _____ Mapping for plan, reports, etc.
- _____ Design
- _____ Visual Aids
- _____ Municipal base map maintenance and annual copy
- _____ Land use bylaw map maintenance and annual copy
- _____ Registered plans and index map preparation/annual update

Special Projects

As a part of this Contract the following projects are tentatively scheduled during the life of the contract. Commencement of each project requires the approval of the Client with terms of reference to be approved by the Client and the Commission. (Note: depending on the amount of day to day services additional time may be needed to complete the project during the year).

PROJECT	Contract Year
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Note: this list is not necessarily final; based upon changing circumstances, the Client may wish to substitute other projects for those listed above.



PART 2: FEES

The Client agrees to pay the Commission the following: **Annual Fee:** \$ 218,000 per year, as well as further agrees to concurrently sign a Subdivision Processing Advisory Services agreement wherein the Commission retains the subdivision fees collected from subdivision applicants.

Payment of Fees

The Client agrees to pay the annual contract fees on or before the first day of each contract year, unless as otherwise agreed to by the Commission.

The Client agrees to pay for additional service beyond the contract time within 30 days of the invoice date or be subject to a late charge of 1-1/2% per month against all past due balances.

PART 3: TERMS AND CONDITIONS

1. Service Responsibilities of the Commission

- a. To prepare an annual service program in consultation with the Client and advise the Client monthly/quarterly of the services provided and outstanding service time.
- b. To provide municipal planning and related technical services, as agreed to in Part One, on a "best effort" basis wherein planning advice and related support would be provided on as timely a basis as staff resources allow.
- c. Travel to and from the municipality to attend meetings, undertake field work and inspections, and to consult with affected parties within the municipal office or elsewhere.

2. Service Inclusions

- a. Advice and services may be performed by mail, fax, telephone and face to face communication.
- b. Normal travel for day to day advisory services.
- c. Consultation and advice to 'public' as necessary.
- d. Consultation and advice to 'government agencies' as necessary.

3. Commission Advisors

- a. The Commission will consult the Client regarding the assignment of agency staff to the Client.
- b. The Commission shall exercise all reasonable skill, care and diligence in the provision of the services agreed to be performed by the Commission under this Agreement.

4. Additional Client Expenses

- a. Advisory services travel costs beyond normal service or special purpose trips on municipal business, such to include automobile mileage recovery of \$0.28 per kilometre, meals, travel time, and costs for hotels, as well as other additional costs as agreed to by the Client.
- b. While the scheduling of services by the Commission will minimize overtime wherever possible, and any overtime will normally be paid to staff as time off in lieu as part of this Agreement, where the Client authorizes on a prior basis that the overtime be paid as salary the Client will pay the cost of such time, being one and one-half (1 1/2) the normal rate of pay.
- c. Any taxes, levies, assessments or charges of any kind resulting from this Agreement.

5. Client Responsibilities

- a. Reasonable notice to the Commission for service such that wherever possible service time may be equitably distributed throughout a contract year.

- b. Cooperation by the Client with the timely provision of background materials, related information and consultation with the Commission for the services being provided.
- c. Appointing a 'member' of Council, if so desired by the Client, to attend meetings of the Commission, the costs of attendance to be the responsibility of the Client.
- d. Printing of copies of reports, bylaws, studies, maps, forms, etc. including the costs thereof.
- e. Where particular matters arise which the Commission considers will require engaging a specialist, the specialist's fees and costs shall be paid by the Client, provided the Client has authorized the engagement of the specialist.
- f. Where particular information or materials are needed by the Commission to reasonably fulfill the services contracted by the Client, these costs shall be paid by the Client, provided the Client has authorized the expenditures.

6. Expert Witness

- a. Nothing in this Agreement shall be construed to obligate the Commission to prepare for litigation or appear as an expert witness on behalf of the Client, unless an officer or director of the Commission authorizes such engagement and the Client and Commission agree to the additional charges, if any, for such service.

7. Ownership of Materials

- a. All information, reports, plans, reports and related materials provided to the Client by the Commission in the performance of its service to the Client are to be jointly owned by the Client and Commission.

8. Confidential Materials

- a. All confidential information obtained by the Commission with respect to the either services or the Client's operation in any area shall not be divulged to any person not authorized to receive it.

9. Amendment and Cancellation

- a. Only the authorized officer(s) of the Commission has the authority to amend the terms of this Agreement on which the Commission will supply services, whereby such amendments will be by written Agreement.
- b. If either the Client or Commission breaches this Agreement, the other party may cancel this Agreement by means of written notice, the effective date being 30 (thirty) days from written notice.
- c. Neither party may assign this Agreement without the mutual consent in writing of the other.

ATTACHMENT A

The following are examples of services that are offered within each of the categories in Part 1.

Day to Day Advice to Municipal Officials

- + development and land use issues
- + planning legislation, bylaws and procedures
- + Council and Committee meetings
- + general municipal matters

Advice to General Public

- + development and land use matters
- + planning legislation, bylaws and procedures

Consultation with Provincial Agencies

- + planning legislation and procedures
- + programs and policies that affect the municipality
- + general municipal matters

Municipal Plans and Bylaws

- + general municipal plans
- + joint general municipal plans
- + area structure plans
- + area redevelopment plans
- + outline plans
- + land use bylaws

Municipal Research and Policy Development

- + population studies
- + growth studies
- + community development strategies
- + strategic community planning
- + market studies
- + capital works programs
- + stewardship of sensitive environments
- + intermunicipal studies
- + special issue topics (e.g. parking, development standards)

Associated Public Participation

- + open houses and public meetings
- + surveys and questionnaires
- + provision of information

Design - Planning

- + site planning
- + subdivision design
- + parks and landscapes
- + streetscapes

Training

- + municipal planning commission
- + development appeal board
- + municipal census

Other

- + expert planning testimony

Mapping

- + special purpose maps for reports, plans and studies
- + street address maps
- + registered plan index maps

Design - Technical

- + site planning
- + subdivision design
- + parks and landscapes
- + streetscapes
- + theme development concepts

Visual Aids

- + displays
- + graphics
- + brochures

BETWEEN:

**THE RED DEER REGIONAL PLANNING
COMMISSION**

(herein called "the Commission")

OF THE FIRST PART

-and-

(herein called "the Client")

OF THE SECOND PART

AGREEMENT

Chapman Riebeek
Barristers & Solicitors
#208, 4808 Ross Street
Red Deer, Alberta
T4N 1X5

File No. 21,141 NPR

DATE: SEPTEMBER 13, 1994

TO: DIRECTOR OF COMMUNITY SERVICES

FROM: CITY CLERK

**RE: RED DEER REGIONAL PLANNING COMMISSION -
DRAFT SERVICE CONTRACTS**

At the Council Meeting of September 12, 1994, consideration was given to the report from yourself, the City Commissioner and the Director of Financial Services dated September 6, 1994 concerning the above. At this meeting the following resolution was passed:

"RESOLVED that Council of The City of Red Deer, having considered report from the City Commissioner, Director of Community Services and Director of Financial Services dated September 6, 1994, re: Red Deer Regional Planning Commission: Draft Service Contracts, hereby:

1. Approves entering into a three year agreement with the Red Deer Regional Planning Commission (or its successor agency) for the provision of municipal planning and subdivision advisory services at a fixed fee of \$218,000 per annum.
2. Authorizes the Administration to negotiate and execute a service contract with the Commission, based on the following conditions:
 - a. That the Commission will provide a minimum of three staff to serve The City, including two planners, a planning assistant/technician and associated clerical support. This staff will be assigned to both municipal planning and subdivision advisory services.
 - b. That the Commission will retain all subdivision processing fees to offset its operating costs.
 - c. That staff assigned by the Commission to work for The City shall be approved by both parties.
 - d. That Commission staff will be available to appear as expert witnesses on behalf of The City, when required."

Director of Community Services
September 13, 1994
Page 2

I trust you will now be taking the necessary steps for the execution of the appropriate agreements.

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

KELLY KLOSS
City Clerk

KK/clr

cc: Director of Financial Services
Director of Engineering Services
Bylaws and Inspections Manager



THE CITY OF RED DEER

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

City Clerk's Department
(403) 342-8132 FAX (403) 346-6195

September 13, 1994

Red Deer Regional Planning Commission
2830 Bremner Avenue
Red Deer, Alberta
T4R 1M9

Att: Bill Shaw, Director

Dear Mr. Shaw:

RE: RED DEER REGIONAL PLANNING COMMISSION:
DRAFT SERVICE CONTRACTS

At The City of Red Deer Council Meeting held September 12, 1994, consideration was given to the above topic and at which meeting the following resolution was passed:

"RESOLVED that Council of The City of Red Deer, having considered report from the City Commissioner, Director of Community Services and Director of Financial Services dated September 6, 1994, re: Red Deer Regional Planning Commission: Draft Service Contracts, hereby:

1. Approves entering into a three year agreement with the Red Deer Regional Planning Commission (or its successor agency) for the provision of municipal planning and subdivision advisory services at a fixed fee of \$218,000 per annum.
2. Authorizes the Administration to negotiate and execute a service contract with the Commission, based on the following conditions:
 - a. That the Commission will provide a minimum of three staff to serve The City, including two planners, a planning assistant/technician and associated clerical support. This staff will be assigned to both municipal planning and subdivision advisory services.

... / 2



*a delight
to discover!*

Red Deer Regional Planning Commission
September 13, 1994
Page 2

- b. That the Commission will retain all subdivision processing fees to offset its operating costs.
- c. That staff assigned by the Commission to work for The City shall be approved by both parties.
- d. That Commission staff will be available to appear as expert witnesses on behalf of The City, when required."

I have asked the Director of Community Services, Mr. Craig Curtis, to proceed with the necessary preparations for the execution of the appropriate agreements as referred to in the above resolution. If you have any questions or require additional information, please do not hesitate to contact the undersigned.

I wish you every success in this new endeavour.

Sincerely,



KELLY KLOSS
City Clerk

KK/clr

cc: Director of Community Services
Director of Financial Services



**RED DEER
REGIONAL PLANNING COMMISSION**

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

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

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

September 22, 1994

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

Dear Sir:

Re: Planning and Subdivision Service Agreements

Thank you for your letter of September 13, 1994, which informed this office that the Council of the City of Red Deer has approved entering into three year agreements with the Red Deer Regional Planning Commission, or its successor agency, for Municipal Planning and Subdivision Advisory Services. We very much appreciate the willingness of City Council to enter into these agreements and the support for the services of the new agency that the Council's approval represents.

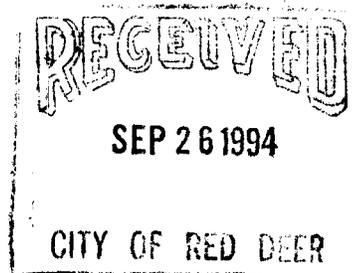
The Commission will prepare the final agreements in the near future and forward them to the City for signature.

Sincerely,

W. G. A. SHAW, ACP, MCIP
DIRECTOR

WGAS/sdd

cc: Craig Curtis, Director of Community Services
Al Wilcock, Director of Financial Services



NO. 7

DATE: September 6, 1994
TO: City Clerk
FROM: Information Technology Resources Committee
RE: Outsourcing of the Unisys 2200 Mainframe to B.C. Tree Fruits on December 1, 1994

The attached report was submitted to the Information Technology Resources Committee (ITRC) at their September 6, 1994 meeting.

The Committee agreed, by the passing of the following resolution, that it would be financially advantageous to outsource with B.C. Tree Fruits:

"That the Information Technology Resources Committee hereby agrees with the recommendation of the Director of Financial Services as outlined in his report of August 30, 1994 re: Outsourcing of the Unisys 2200 Mainframe to B. C. Tree Fruits on December 1, 1994, and hereby further agrees to submit said report to Council for information."

The above is submitted to Council for information.


A. WILCOCK, Chairman
Information Technology Resources Committee

DATE: August 30, 1994

TO: Information Technology Resource Committee

FROM: Director of Financial Services

**RE: OUTSOURCING OF THE UNISYS 2200 MAINFRAME
TO B.C. TREE FRUITS ON DECEMBER 1, 1994**

The existing five year operating software license for our UNISYS 2200 mainframe expires on November 30, 1994. To renew this license would involve a significant increase over our existing license cost because the renewal would be for a shorter period. The shorter the renewal period, the higher the annual cost.

<u>Description</u>	<u>Annual Cost</u>	<u>Annual Cost Increase from Existing</u>
Existing license	\$ 75,496	
Alternatives:		
- One Year Renewal	158,004	\$ 82,508
- Two Year Renewal	106,956	31,460

The tentative plan for conversion of all computer systems from the City's mainframe computer calls for completion by November 30, 1995 or as soon thereafter as possible. Meeting the November 30, 1995 deadline is very optimistic given the magnitude of the work involved.

The City has received an offer from B.C. Tree Fruits in Kelowna, B.C., to provide a mainframe computer service from December 1, 1994 until the conversion from the mainframe is completed. A comparison of the annual cost of operating the existing UNISYS 2200 mainframe against outsourcing at B.C. Tree Fruits follows:

Information Technology Resource Committee
 RE: Outsourcing UNISYS 2200 Mainframe to B.C. Tree Fruits
 August 30, 1994
 Page 2

		<u>Annual Cost</u>
Existing UNISYS 2200 Mainframe:		
Software Operating License	\$ 158,004	
Hardware Maintenance	<u>74,207</u>	\$ 232,211
Outsource with B.C. Tree Fruits		
Contract Cost	\$ 150,000	
Hardware Maintenance	<u>6,123</u>	<u>\$ 156,123</u>
Annual Savings		\$ 76,088
<u>Less: One Time Start Up Costs</u>		<u>10,000</u>
Projected First Year Savings		<u>\$ 66,088</u>

Outsourcing would involve unplugging the City's mainframe effective December 1, 1994 and accessing B.C. Tree Fruits mainframe by a number of dedicated telephone lines.

As indicated earlier, effective December 1, 1994, UNISYS operating software license costs were to increase by \$82,508 for a one-year renewal. The City would be able to avoid \$66,088 of this increase by outsourcing with B.C. Tree Fruits.

The advantages of outsourcing would be:

- avoiding \$66,088 of additional cost to be charged by UNISYS for the operating software license for one year
- Computer Services staff would be able to concentrate on conversion from the mainframe
- more flexibility in termination of the mainframe.

B.C. Tree Fruits operates as a service bureau for a number of companies including Canadian Airlines. References have been checked with Canadian Airlines.

Information Technology Resource Committee
RE: Outsourcing UNISYS 2200 Mainframe to B.C. Tree Fruits
August 30, 1994
Page 3

B.C. Tree Fruits has agreed to:

- provide the mainframe computer service for a minimum of one year with an option for the City to continue after one year if necessary
- termination by the City with short notice without penalty.

Recommendation

That City Council agree to contract mainframe computer services from B.C. Tree Fruits effective December 1, 1994.



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

AW/jt

DATE: SEPTEMBER 13, 1994

TO: INFORMATION TECHNOLOGY RESOURCES COMMITTEE

FROM: CITY CLERK

**RE: OUTSOURCING OF UNISYS 2200 MAINFRAME TO
 B.C. TREE FRUITS ON DECEMBER 1, 1994**

At the Council Meeting of September 12, 1994, your report dated September 6, 1994 concerning the above topic was presented to Council for information and it was agreed that same be filed.

Thank you for keeping Council up to date on these matters.



KELLY KLOSS
City Clerk

KK/clr

cc: Computer Services Manager



NO. 1

TOWN OF PENHOLD

Box 10, Penhold
Alberta T0M 1R0

August 12, 1994 886-4567

PENHOLD

To The May & Council

The Town of Penhold regrets to inform you that work on Regional Response Improvement Grant application for the County of Red Deer Joint Municipalities Disaster\Mutual Aid Communications Network (Cordnet) project has been suspended due to the lack of commitment from a number of key municipalities.

This project was intended to benefit all citizens living within the County of Red Deer and surrounding area, by providing a two way radio link to all participating joint municipalities for disaster/mutual aid applications. With the benefit of a Federal/Provincial cost sharing (R.I.P.P.) grant (which is rumoured to be cut by the 1995/96 budget year) would help this project cost less than \$1.00/per capital for the capital expenditures and a yearly maintenance fee of just pennies per capital.

If there is still some interest in this project with an expressed desire to continue in the preparation of this application, please inform me by phone at 886-5037 or by fax at 886-4039.

Thank you.

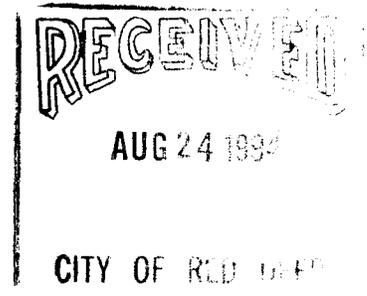
Yours truly,

Timothy Schildknecht
D. D. S. Penhold.

TS/dek

Commissioners' Comments

Submitted for Council's information.



"G. SURKAN", Mayor

"A. WILCOCK", A/City Commissioner

51



Vellner Group of Companies

7434 - 50 Avenue

Red Deer, Alberta T4P 1X7

(403) 343-1700

NO. 2

Fax no.: [403] 346-6195

Number of pages: 1 of 1

To: CITY CLERK.
name
CITY OF RED DEER
company

Date: AUG 25

From: BOB. VELLNER
name
WAREHOUSE RENTALS (RED DEER) LTD
company

Subject: KRESGE Bldg.

[403] 340 8135

[403] 343 1700
fax number

phone number

Message: FURTHER TO MY LAST CONVERSATION WITH OUR
MAYOR, I WOULD LIKE TO HAVE COUNCIL
RECONSIDER REMOVING THE 49 AVE FROM THE ROAD
WIDENING BYLAW. FAILING THIS AMENDING THE
BYLAW TO EXEMPT BUILDINGS EXISTING PRIOR TO
THE BYLAW. THUS THE BYLAW WOULD ONLY PERTAIN TO
NEW CONSTRUCTION. THIS BYLAW IS MOST UNFAIR &
NOT ONLY DISCRIMINATES AGAINST THE PROPERTY OWNERS
BUT THE ENTIRE CITY CENTER BY CURTAILING
DEVELOPMENT.

Signed:

If you encounter any difficulties in reading this FAXMEMO®, please contact:

1 343 1700
phone number

If different than above

DATE: September 1, 1994

TO: City Clerk

FROM: Engineering Department Manager

RE: VELLNER GROUP - KRESGE BUILDING SETBACKS

As requested by the Downtown Planning Advisory Committee at their July 20, 1994 meeting, and with the knowledge of Council, the Engineering Department is coordinating a joint study and preparation of a report scheduled for submission to Council at the October 11, 1994 meeting. We hope to obtain the comments of the Downtown Planning Advisory Committee for presentation to Council at the same time. The participating Departments are Fire, By-laws & Inspections, Engineering, and the Planning Commission. The study is to review and recommend updated road right of way widening only, as the lane right of way widening has been the subject of another recent study undertaken by the Planning Commission, By-laws & Inspections, and the E. L. & P. Department.

We have had four meetings to date and the Committee is in the process of undertaking a review of each roadway listed in the current Land Use By-law, considering items such as the current and future traffic volumes (as predicted in the 1990 General Transportation Study), intersection widening for turning lanes, provision of on-street parking, public transit, underground utilities, and sidewalk widths to accommodate both pedestrian volumes and street furniture. The population horizon that we are planning for is 115,000, which is predicted to occur about the year 2020. The report will address three main issues:

1. Updated roadway widening.
2. Design assumptions.
3. A suggested policy for either acquiring or disposing of required or surplus widenings.

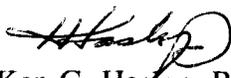
RECOMMENDATION

In view of the work in progress, we would respectfully recommend that Council table the matter of removing 49 Street from the road widening portion of the Land Use By-law. This roadway forms a significant linkage through the core of the City and will continue to experience a growth in vehicle and pedestrian volumes as the City grows.

In addition, we do not believe the City should be limiting the application of the By-law until the report on setbacks is complete.

Commissioners' Comments

We recommend that this matter be tabled to the October 11, 1994, Council Meeting. We further recommend that the Administration be directed to present information on the implications of exempting buildings existing prior to the bylaw from setback requirements.


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

KGH/emg
c.c. Principal Planner
c.c. Fire Chief
c.c. By-laws & Inspections Manager
c.c. E. L. & P. Manager

"G. SURKAN", Mayor
"A. WILCOCK", Acting City Commissioner

DATE: SEPTEMBER 13, 1994

TO: CITY SOLICITOR

FROM: CITY CLERK

RE: DOWNTOWN BUILDING SETBACKS - REQUEST FOR INFORMATION

At the Council Meeting of September 12, 1994, consideration was given to the topic of downtown building setbacks. At this meeting, Council requested that the following information be provided:

1. What discretion does The City have in determining if improvements are of a structural change or not?
2. What would be the ramifications, including any penalties, to The City if Council gave the go ahead for renovations in which there was some question as to whether or not the renovations constituted structural changes?
3. Background information relative to the court case dealing with the Ranch House and their structural alterations?
4. Any other information concerning this matter that you feel Council may require.

As this matter will be presented back to Council at its meeting of Tuesday, October 11, 1994, I will require your report by no later than Monday, October 3, 1994.

Thank you for your assistance in this regard.



KELLY KLOSS
City Clerk

KK/clr

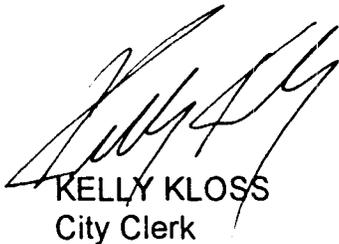
cc: Director of Engineering Services
 Bylaws and Inspections Manager
 Principal Planner

DATE: SEPTEMBER 13, 1994
TO: LAND AND ECONOMIC DEVELOPMENT MANAGER
FROM: CITY CLERK
RE: DOWNTOWN BUILDING SETBACKS - REQUEST FOR INFORMATION

At the Council Meeting of September 12, 1994, consideration was given to the topic of downtown building setbacks. During this meeting, the question as to what the cost would be if The City was to purchase the setback from the Vellner Group (Kresge Building), was raised.

In this regard, I ask that you provide me with this information on a "square foot basis" so as same can be presented to Council at their meeting of October 11, 1994.

Thank you for your assistance in this matter.



KELLY KLOSS
City Clerk

KK/clr

cc: Director of Engineering Services

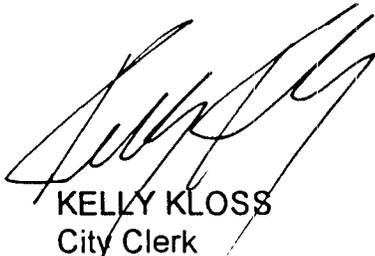
DATE: SEPTEMBER 13, 1994
TO: DIRECTOR OF ENGINEERING SERVICES
FROM: CITY CLERK
RE: VELLNER GROUP - KRESGE BUILDING SETBACKS

At the Council Meeting of September 12, 1994, consideration was given to correspondence from the Vellner Group concerning the above topic and at which meeting the following motion was passed:

"RESOLVED that Council of The City of Red Deer, having considered correspondence from the Vellner Group of Companies dated August 25, 1994, re: Kresge Building Setbacks, agrees that said matter be tabled to the October 11, 1994 Council Meeting and further that the Administration be directed to present information at said meeting on the implications of exempting buildings existing prior to the bylaw from setback requirements."

As pointed out in the above resolution, Council requested the Administration also provide information relative to the implications of exempting buildings existing prior to the bylaw from setback requirements. I trust that you will be including this in your report which will be presented to Council October 11, 1994.

Thank you for your assistance in this matter.



KELLY KLOSS
City Clerk

KK/clr

cc: Fire Chief
Bylaws and Inspections Manager
Principal Planner
E. L. & P. Manager
City Solicitor

**THE CITY OF RED DEER**

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

City Clerk's Department
(403) 342-8132 FAX (403) 346-6195

September 13, 1994

Vellner Group of Companies
7434 - 50 Avenue
Red Deer, Alberta
T4P 1X7

Att: Bob Vellner

Dear Sir:

RE: KRESGE BUILDING SETBACKS

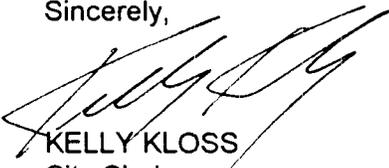
At The City of Red Deer Council Meeting held September 12, 1994, consideration was given to your correspondence concerning the above topic and at which meeting the following resolution was passed:

"RESOLVED that Council of The City of Red Deer, having considered correspondence from the Vellner Group of Companies dated August 25, 1994, re: Kresge Building Setbacks, agrees that said matter be tabled to the October 11, 1994 Council Meeting and further that the Administration be directed to present information at said meeting on the implications of exempting buildings existing prior to the bylaw from setback requirements."

As outlined in the above resolution, this matter will again be presented to Council on Tuesday, October 11, 1994. Should you wish to be present at this meeting or obtain the administrative comments relative to same, please contact this office on Friday, October 7, 1994.

Please express our thanks to Mr. Walter Gerds for attending the September 12, 1994 Council Meeting.

Sincerely,



KELLY KLOSS
City Clerk

KK/clr

cc: Director of Engineering Services
Bylaws and Inspections Manager
Principal Planner



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LEGISLATIVE ASSEMBLY
ALBERTA

August 23rd 1994

Mr Jeff Graves
Assistant City Clerk
Red Deer Alberta

Dear Mr. Graves,

Re our telephone conversation of this morning, I would like to advise you that Len Bracko, MLA for St Albert and Liberal Critic for Municipal Affairs, will be in the Red Deer area on Monday, October 24th 1994.

Mr Bracko would like to attend the Town Council Meeting which is slated for that day. Would it be possible for him to meet with the Mayor and Council for a few minutes, either before or after the public meeting ? He is interested in knowing how the financial cut backs are affecting Municipal Governments and looks forward to discussing local issues with the Council.

If a luncheon or supper meeting is more convenient for the Mayor and the Council, we would be happy to arrange Mr. Bracko's schedule accordingly.

Thank you for considering this request. I look forward to hearing from you soon.

yours truly,

A handwritten signature in cursive script that reads "Helene".

Helene Caryk
Caucus Tour Coordinator
Liberal Opposition
Legislative Annex
Edmonton A.B.
T5K 1E4

Commissioners' Comments

Council's direction is requested. If Council wishes to meet with Mr. Bracko, we recommend he be invited to join Council during the supper break.

"G. SURKAN", Mayor

"A. WILCOCK", Acting City Commissioner



THE CITY OF RED DEER

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

City Clerk's Department
(403) 342-8132 FAX (403) 346-6195

September 13, 1994

Ms. Helene Caryk
Caucus Tour Coordinator
Liberal Opposition
Legislative Annex
Edmonton, Alberta
T5K 1E4

Dear Ms. Caryk:

Your letter dated August 23, 1994 advising that Len Bracko, M.L.A. for St. Albert and Liberal Critic for Municipal Affairs, will be in Red Deer on Monday, October 24, 1994, was presented to City Council on September 12, 1994.

At this meeting Council agreed to have Mr. Bracko join them for supper. As I indicated in our phone conversation of September 13, 1994, our Council Meetings begin at 4:30 p.m. and generally recess for supper between 5:30 and 6:00 p.m. to 7:00 p.m., following which the meeting continues. Mr. Bracko may wish to arrive at the Council Chambers of City Hall (4914 - 48 Avenue) at 5:30 p.m. on Monday, October 24, 1994 to accompany the Council Members for supper. The Council Chambers in City Hall are located on the second floor with access to the building on the West entrance (those doors which face City Hall Park).

Mr. Bracko's contact at the Council Meeting will be the Assistant City Clerk, Jeff Graves. If you have any questions, please give me a call.

Sincerely,

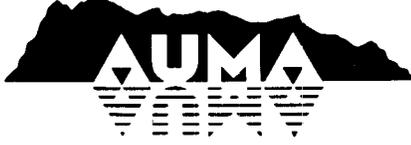
KELLY KLOSS
City Clerk

KK/clr

cc: Assistant City Clerk



*a delight
to discover!*



Alberta Urban Municipalities Association

8712 105 Street, P.O. Box 4607, Station S.E., Edmonton, Alberta T6E 5G4
Tel: (403) 433 4431 • Toll Free: 1 800 661 2862 • Fax: 433 4454

TO: Alberta FCM Member Municipalities

FROM: Mayor William Purdy
President

DATE: August 26, 1994

RE: **BOARD REPRESENTATION - FCM**

The Alberta Caucus of the FCM requested that we communicate with all FCM members in Alberta regarding the merits of establishing a fund on a volunteer basis to compensate persons elected to the FCM Board for their out-of-pocket expenses.

Currently, Alberta has six (6) members on the Board, made up as follows. 1-Edmonton, 1-Calgary, 1 each AUMA/AAMD&C, 2 members at large.

What is being proposed, that for the two members at large, a surcharge be applied to the FCM membership fee on a per capita basis. This assessment would provide for compensation for travel, meals, accommodation for the four (4) regular Board meetings and exclude any honorariums. The reimbursement would be consistent with AUMA Board members remuneration and approved by the President.

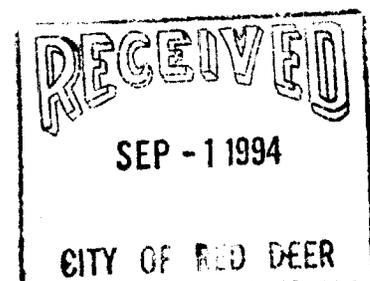
While it is difficult to be exact on our estimate as locations for meetings do differ, we estimate for the current 595,722 population excluding ourselves Edmonton/Calgary, AAMD&C members the costs to be in the vicinity of \$18,000 or \$.03 per capita. The FCM would assess a 4% administration fee. For example then a municipality with a population of 4,200 would be \$126 this would differ if others joined or exited.

The AUMA would not underwrite these costs nor subsidize and it would have to be self-supporting. If approved this increased assessment would occur in the next billing for FCM membership and be effective April 1st.

We would appreciate your consideration of this concept and advising us accordingly.

Sincerely,

Mayor William Purdy
President



WP/rjg

Commissioners' Comments

The AUMA's proposal is fair. The two members at large represent all municipalities in Alberta. This proposal may make it financially feasible for even small municipalities to participate. We estimate the cost to be in the order of \$1,872 for The City of Red Deer. We recommend that Red Deer be prepared to accept this cost as a part of its membership in FCM.

"G. SURKAN"
Mayor

"A. WILCOCK"
Acting City Commissioner



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

City Clerk's Department
(403) 342-8132 FAX (403) 346-6195

September 13, 1994

Alberta Urban Municipalities Association
8712 - 105 Street
P.O. Box 4607, Station S.E.
Edmonton, Alberta
T6E 5G4

Att: Mayor William Purdy, President

Dear Mayor Purdy:

RE: BOARD REPRESENTATION - FCM

Council of The City of Red Deer, at its meeting held September 12, 1994, gave consideration to your correspondence dated August 26, 1994 regarding the establishment of a fund to compensate persons elected to the FCM Board for their out of pocket expenses.

Although a number of Council Members, including Mayor Surkan, did support your request, the majority of Council Members did not and as such The City of Red Deer will not be participating in this program.

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

Sincerely,

KELLY KLOSS
City Clerk

KK/clr

cc: Director of Financial Services



*a delight
to discover!*

NO. 5

August 19, 1994

City Council, Red Deer
 Re: Lots 6 and 7, Block 12, Plan 3586 AE

We, the Sonnenberg's and the Wolter's request to partially reverse the zoning on Lots 6 and 7, Block 12, Plan 3586 AE for the purpose of procurement and development. These said lots were originally zoned single family as per Plan 3586 AE dated May 1911 but were re-zoned R-1 (reserve) Plan 1439 RS dated January 1969.

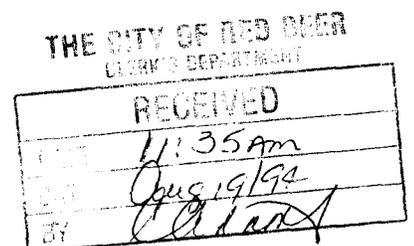
Presently, these lots are in native/natural treed condition and were presumably deemed unsuitable for development due to the slope of the land at the time of re-zoning. Civil/structural technology has progressed and now can be utilized to safely develop this land. We propose to individually build a single family dwelling on each of the lots. Our intention is to maintain the natural surroundings with minimal environmental impact during and after construction by utilizing only the usable land (appr. 100 to 120 ft. in length) at the top of the hill; leaving the escarpment intact for continued use as a reserve.

In closing, we feel that this proposal would be economically beneficial to both the City of Red Deer and ourselves.

Thank you,

Kathy and Darrell Sonnenberg
 Box 25001 RPO Deer Park
 Red Deer, AB T4R 2M2
 Phone 347-8999

Lorraine and Eldon Wolter
 125 Dowler St.
 Red Deer, AB T4R 2M3
 Phone 343-1709



September 1, 1994

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

Dear Mayor and Council;

Re: Sonnenberg/ Wolter Rezoning Request of Lots 6 and 7, Block 12, Plan 3586 AE
Municipal Reserve to R1

We the undersigned are strongly opposed to the rezoning of the above noted property for the following reasons:

1. When we moved into this area we knew said property was reserve and no outline plans indicated it would ever be contemplated to be zoned otherwise;
2. This reserve is the home and corridor for many animals;
3. It is important to preserve lands such as this within the City;
4. It is a definite asset to our neighbourhood.

Thank you for listening to the concerns of those residents who would be affected by such as change.

PRINTED NAME	ADDRESS	SIGNATURE
C. E. KUKE	4204 - 51 ST.	<i>C. E. Kuke</i>
MIKE GODWIN	5121-42 AVE	<i>Mike Godwin</i>
CHARL SCILYAR	4126 - 51 ^A STREET	<i>Charl Scilyar</i>
MICHAEL DAWE	4110 52 street	<i>Michael Dawe</i>
G. Harold Dawe	4124 52 St.	<i>G. H. Dawe</i>
M. MURRAY	4210 - 51 ^A ST.	<i>M. Murray</i>
J. MURRAY	4210 - 51 ^A ST.	<i>J. Murray</i>
J. DE MONING	4207 - 51 ^A St.	<i>J. De Moning</i>
K.R. SPROULE	5136-43 AVE	<i>K. R. Sproule</i>
K. Kloss	5110 - 42 AVE	<i>K. Kloss</i>
C. Kloss	5110 - 42 AVE	<i>C. Kloss</i>

CS- 4.440

DATE: August 25, 1994

TO: KELLY KLOSS
City Clerk

FROM: CRAIG CURTIS
Director of Community Services

RE: REQUEST FOR ZONING CHANGE/LOTS 6 & 7, BLOCK 12
PLAN 3586 A.E. SONNENBERG & WOLTER
Your memo of August 19, 1994 refers.

I have reviewed the above proposal with the Parks Manager, and we are opposed to the proposed sale of the above property.

Lots 6 & 7, as outlined in the letter of August 19, 1994, from the Sonnenbergs and Wolters, no longer exist. These lots were consolidated in 1969 (Plan 1439RS) with the balance of the escarpment area to establish one large Municipal Reserve parcel (Lot R-1). The intent of this reserve parcel is to:

- preserve the native tree area because of the biodiversity of lifeforms contained in it.
- protect the slope and escarpment from development proposals (the top of bank is +/- 15 metres from the property line on 52 Street).
- provide the only public access to the park area from 52 Street.

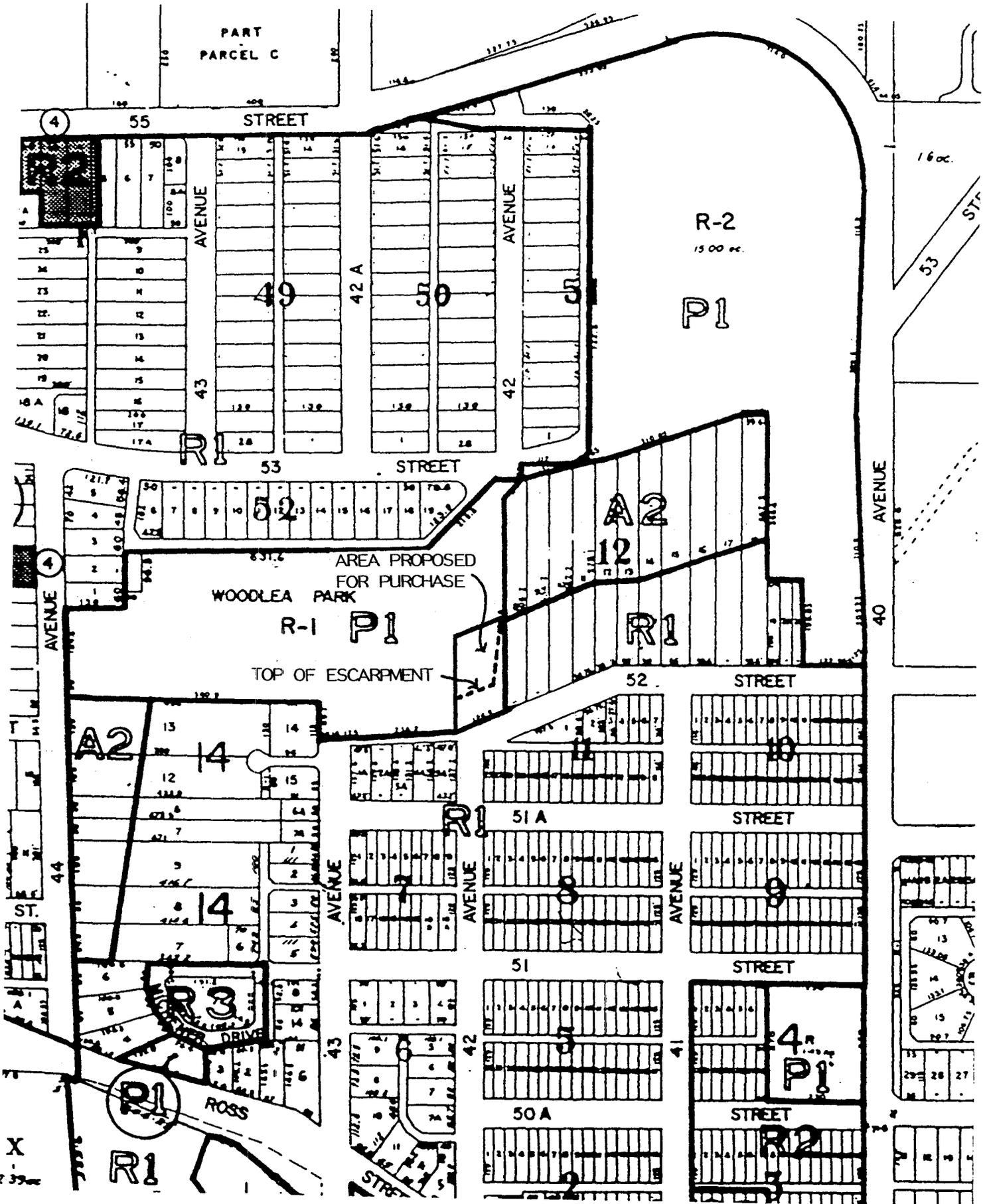
The attached plan illustrates these points (see Attachment 1). This area (Woodlea Park) is zoned P-1 - Parks and Recreation District, and presently provides neighbourhood park area and natural area protection within the Woodlea neighbourhood.

RECOMMENDATION

1. That City Council deny the request from the Sonnenbergs and Wolters to purchase a portion of Public Reserve Lot R-1.


CRAIG CURTIS

:ad
Att.



DATE: September 6, 1994

TO: City Clerk

FROM: Engineering Department Manager

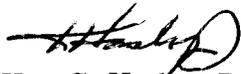
**RE: REQUEST FOR ZONING CHANGE
LOTS 6 AND 7, BLOCK 12, PLAN 3586 A.E.**

We have the following comments in response to the letter received from Kathy and Darrell Sonnenberg and Lorraine and Eldon Wolter.

1. Lots 6 and 7, Block 12, Plan 3586 A.E. were consolidated, with a number of other parcels in 1969, and are now known as Lot R1, Plan 1439 R.S. This parcel is owned by The City of Red Deer.
2. A review of the contour plan shows that the site is part of the Waskasoo Creek escarpment with a steep slope (approximately 90 ft drop down from 52 Street to the rear of the lot). The area is also heavily wooded.
3. Water and sanitary mains are located adjacent to the site in 52 Avenue; however, approximately 10 ft - 15 ft of fill would have to be placed on the hillside for a gravity sanitary service.
4. A geotechnical report would be required to determine the effects of development on the hillside.

RECOMMENDATION

We recommend that this reserve parcel not be sold or rezoned.



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

SS/emg

c.c. Director of Community Services
 c.c. Director of Financial Services
 c.c. By-laws and Inspections Manager
 c.c. City Assessor
 c.c. Land and Economic Development Manager
 c.c. E. L. & P. Manager
 c.c. Fire Chief
 c.c. Parks Manager
 c.c. Principal Planner

DATE: August 30, 1994
TO: City Clerk
FROM: Bylaws & Inspections Manager
RE: **REQUEST FOR ZONING CHANGE - SONNENBERG & WOLTER
LOTS 6 & 7, BLOCK 12, PLAN 3586 A.E.**

In response to your memo on the above subject matter, we would submit the following comments for Council's consideration.

The applicants are requesting approval from City Council to purchase and rezone a portion of the Woodlea Park to construct two single family dwellings. It appears approximately 30 metres to 36 metres in depth of land would be required at the top of the escarpment, however, with no details of the proposed buildings locations, we could not determine the proximity of the residences to the escarpment.

Recommendation:

That City Council deny the request to purchase a portion of the public reserve Lot R-1, as in our opinion the proposed development would interfere with the use and enjoyment of the adjacent neighbourhood.

Yours truly,



R. Strader
Bylaws and Inspections Manager
BUILDING INSPECTION DEPARTMENT

RS/cp



**RED DEER
REGIONAL PLANNING COMMISSION**

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

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

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

MEMORANDUM

DATE: August 29, 1994

TO: Kelly Kloss, City Clerk

CC: Director of Community Services
Director of Engineering Services
Bylaws and Inspections Manager
Land and Economic Development Manager
Parks Manager

FROM: Frank Wong, Planning Assistant

RE: Request for Zoning Changes
Lots 6 and 7, Block 12, Plan 3586 A.E.
K. & D. Sonnenburg/L. & E. Walter

The Sonnenbergs and the Walters are requesting that the City recreate Lots 6 and 7, Block 12, Plan 3586 A.E., which were cancelled by a replotting scheme in 1969 (Plan 1439 RS).

In 1967, during the planning and construction of the Alberta School Hospital Hill Road (Michener Centre), the City decided to re-subdivide or replot the area in the vicinity. In the process, several lots and several portions of roads were cancelled for various reasons. The roads were cancelled because it did not serve any development due to the construction of the new Hospital Hill Road. Many of the lots were cancelled because they were deemed to be undevelopable. The subject lots in this request were cancelled because they had only 20 ft. of developable area above the escarpment and then it drops 10 ft. in a 45 ft. run. It was also an area of natural run off from the surrounding residences. The result of the replotting created the Woodlea Park and the Woodlea Ski Hill, and consequently some of the area was redesignated to P1 (Park) District and A2 (Environmental Preservation) District.

Recommendation

Planning staff recommend that the City deny the request for zoning change of the former Lots 6 and 7 as there is not sufficient developable land that is at street level and the escarpment may erode further if development occurs in this vicinity.

Frank Wong

Mr. Frank Wong
PLANNING ASSISTANT

FW/sdd

MUNICIPALITIES WITHIN COMMISSION AREA

CITY OF RED DEER • MUNICIPAL DISTRICT OF CLEARWATER No. 99 • COUNTY OF STETTLER No. 6 • COUNTY OF LACOMBE No. 14 • COUNTY OF MOUNTAIN VIEW No. 17 • COUNTY OF PAINTERS No. 18 • COUNTY OF RED DEER No. 23 • TOWN OF BLACKFALDS • TOWN OF BOWDEN • TOWN OF CARSTAIRS • TOWN OF CASTOR • TOWN OF CORONATION • TOWN OF DIDSBURY • TOWN OF ECKVILLE • TOWN OF INNISFAIL • TOWN OF LACOMBE • TOWN OF OLDS • TOWN OF PENHOLD • TOWN OF ROCKY MOUNTAIN HOUSE • TOWN OF 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 DELBURNE • VILLAGE OF DONALDA • VILLAGE OF ELNORA • VILLAGE OF GADSBY • VILLAGE OF HALKIRK • VILLAGE OF MIRROR • SUMMER VILLAGE OF BIRCHCLIFF • SUMMER VILLAGE OF GULL LAKE • SUMMER VILLAGE OF HALF MOON BAY • SUMMER VILLAGE OF JARVIS BAY • SUMMER VILLAGE OF NORGLÉN WOLD • SUMMER VILLAGE OF ROCHON SANDS • SUMMER VILLAGE OF SUNBREAKER COVE • SUMMER VILLAGE OF WHITE SANDS • SUMMER VILLAGE OF BURNSTICK LAKE

DATE: August 25, 1994
TO: Kelly Kloss, City Clerk
FROM: Alan Scott, Land and Economic Development Manager
RE: **REQUEST FOR ZONING CHANGE RELATIVE TO
LOTS 6 AND 7, BLOCK 12, PLAN 3586 AE
(SONNENBERG/WOLTER)**

The above lots were consolidated into Lot R-1, Plan 1439 RS in May, 1969. This area is now known as Woodlea Park, and the zoning is P-1 (Parks and Recreation).

The top of the escarpment is approximately 30 to 40 feet north of the curb, and a site inspection revealed the trees and bushes have grown almost to the back of the curb in this area. Considering the house setback that would be required under the Land Use Bylaw, it is our opinion, even with current technology, the slope at the rear of this land is too great (20 feet drop in 100 feet).

RECOMMENDATION

It is the opinion of the Land and Economic Development Department that this request be denied, and that this property remain as part of Woodlea Park and the P-1 zoning be retained.



For Alan V. Scott

PAR/mm

DATE: August 25, 1994

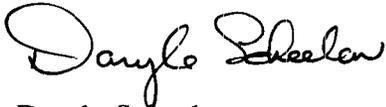
TO: K. Kloss
City Clerk

FROM: D. Scheelar
E. L. & P.

RE: Lots 6 & 7, Block 12, Plan 3586 A.E.
2 Single Family Lots Proposed
52 Street - 4100 Block
E. L. & P. File #94-152

E. L. & P. have no objection to the above development subject to the owners signing a work order at our department to cover the cost of power installation to the development. The owners are asked to contact our department directly for a cost estimate.

Should you have any questions please advise.



Daryle Scheelar,
Distribution Engineer

RL/jjd

DATE: August 23, 1994
TO: City Clerk
FROM: Fire Marshal
RE: Lots 6 & 7, Blk 12, Plan 3586 A.E.

This department has no objection to this proposed subdivision provided fire hydrant and water supplies comply with city guidelines.



Cliff Robson
Fire Marshal

CR/ks

Commissioners' Comments

We concur with the recommendations of the Administration and recommend that Council not approve the sale of the property.

"G. SURKAN"
Mayor

"A. WILCOCK"
Acting City Commissioner

DATE: 22 August 1994
TO: CITY CLERK
FROM: CITY ASSESSOR
RE: REQUEST FOR ZONING CHANGE
LOTS 6 & 7, BLK. 12, PLAN 3586 A.E.
SONNENBERG AND WOLTER

From an assessment and tax perspective, we have no comment with regard to this application.



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

AK/ngl

DATE: August 19, 1994

TO: X DIRECTOR OF COMMUNITY SERVICES
X DIRECTOR OF ENGINEERING SERVICES
X DIRECTOR OF FINANCIAL SERVICES
X BYLAWS & INSPECTIONS MANAGER
X CITY ASSESSOR
COMPUTER SERVICES MANAGER
X LAND AND ECONOMIC DEVELOPMENT MANAGER
X E.L. & P. MANAGER
ENGINEERING DEPARTMENT MANAGER
X FIRE CHIEF
X PARKS MANAGER
PERSONNEL MANAGER
PUBLIC WORKS MANAGER
R.C.M.P. INSPECTOR
RECREATION & CULTURE MANAGER
SOCIAL PLANNING MANAGER
TRANSIT MANAGER
TREASURY SERVICES MANAGER
X PRINCIPAL PLANNER
CITY SOLICITOR

FROM: CITY CLERK

RE: REQUEST FOR ZONING CHANGE/LOTS 6 & 7, BLK. 12, PLAN
3586 A.E./SONNENBERG AND WOLTER

Please submit comments on the attached to this office by September 5, 1994,
for the Council of September 12, 1994.

PLEASE NOTE: If you wish to review the plans, same are located in the City
Clerk's Office.

"Kelly Kloss"
City Clerk

**THE CITY OF RED DEER**

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

FAX: (403) 346-6195

City Clerk's Department (403) 342-8132

August 19, 1994

Lorraine and Eldon Wolter
125 Dowler St.
Red Deer, Alberta
T4R 2M3

Dear Sir and Madam:

I acknowledge receipt of your letter dated August 19, 1994, re: a zoning change on Lots 6 & 7, Block 12, Plan 3586 AE.

This item will be discussed and possibly a decision made at the Meeting of Red Deer City Council on Monday, September 12, 1994. Council meetings begin at 4:30 p.m., and adjourn for the supper hour at 6:00 p.m., reconvening at 7:00 p.m.

In the event you wish to be present at the Council meeting, would you please telephone our office on Friday, September 9, and we will advise you of the approximate time that Council will be discussing this item.

Would you please enter City Hall on the park side entrance when arriving, and proceed up to the second floor Council Chambers.

This request has been circulated to City administration for comments, and should you wish to receive a copy of the administrative comments prior to the Council meeting, they may be picked up at our office on the second floor of City Hall on Friday, September 9, 1994.

If you have any questions in the meantime, please do not hesitate to contact the writer.

Yours sincerely,



Jeff Graves
Assistant City Clerk

JF/ds

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to discover!*



THE CITY OF RED DEER

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

FAX: (403) 346-6195

City Clerk's Department (403) 342-8132

August 19, 1994

Kathy and Darrell Sonnenberg
Box 25001 RPO Deer Park
Red Deer, Alberta
T4R 2M2

Dear Sir and Madam:

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Yours sincerely,


Jeff Graves
Assistant City Clerk

JF/ds



*a delight
to discover!*

DATE: August 19, 1994

- TO: X DIRECTOR OF COMMUNITY SERVICES
X DIRECTOR OF ENGINEERING SERVICES
X DIRECTOR OF FINANCIAL SERVICES
X BYLAWS & INSPECTIONS MANAGER
X CITY ASSESSOR
COMPUTER SERVICES MANAGER
X LAND AND ECONOMIC DEVELOPMENT MANAGER
X E.L. & P. MANAGER
ENGINEERING DEPARTMENT MANAGER
X FIRE CHIEF
X PARKS MANAGER
PERSONNEL MANAGER
PUBLIC WORKS MANAGER
R.C.M.P. INSPECTOR
RECREATION & CULTURE MANAGER
SOCIAL PLANNING MANAGER
TRANSIT MANAGER
TREASURY SERVICES MANAGER
X PRINCIPAL PLANNER
CITY SOLICITOR

FROM: CITY CLERK

RE: REQUEST FOR ZONING CHANGE/LOTS 6 & 7, BLK. 12, PLAN
3586 A.E./SONNENBERG AND WOLTER

Please submit comments on the attached to this office by September 5, 1994,
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PLEASE NOTE: If you wish to review the plans, same are located in the City
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"Kelly Kloss"
City Clerk

August 19, 1994

City Council, Red Deer
Re: Lots 6 and 7, Block 12, Plan 3586 AE

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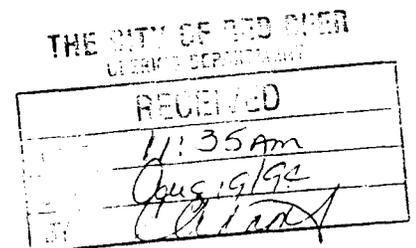
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In closing, we feel that this proposal would be economically beneficial to both the City of Red Deer and ourselves.

Thank you,

Kathy and Darrell Sonnenberg
Box 25001 RPO Deer Park
Red Deer, AB T4R 2M2
Phone 347-8999

Lorraine and Eldon Wolter
125 Dowler St.
Red Deer, AB T4R 2M3
Phone 343-1709





THE CITY OF RED DEER

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

City Clerk's Department
(403) 342-8132 FAX (403) 346-6195

September 13, 1994

Lorraine and Eldon Wolter
125 Dowler Street
Red Deer, Alberta
T4R 2M3

Dear Mr. & Mrs. Wolter:

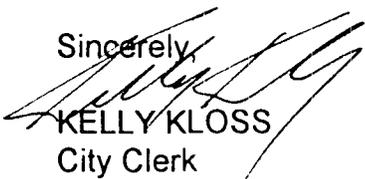
At its meeting held September 12, 1994, Council of The City of Red Deer gave consideration to your correspondence dated August 19, 1994, concerning the request to rezone Lots 6 and 7, Block 12, Plan 3586 AE from Municipal Reserve to R1 (residential). At the above noted meeting, the following resolution was passed:

"RESOLVED that Council of The City of Red Deer, having considered correspondence from Kathy and Darrell Sonnenberg and Lorraine and Eldon Wolter, dated August 19, 1994, re: Rezoning Request, Lots 6 and 7, Block 12, Plan 3586 AE/Municipal Reserve to R1, hereby agrees that said request be denied and as presented to Council September 12, 1994."

As outlined in the resolution, Council did not approve your request. If you have any questions or require additional information, please do not hesitate to contact the undersigned.

Thank you for attending the Council Meeting and making your presentation.

Sincerely,



KELLY KLOSS

City Clerk

KK/clr

cc: Director of Community Services
Director of Engineering Services
Bylaws and Inspections Manager
City Assessor
Land and Economic Development Manager
E. L. & P. Manager
Fire Chief
Parks Manager
Principal Planner



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THE CITY OF RED DEER

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

City Clerk's Department
(403) 342-8132 FAX (403) 346-6195

September 13, 1994

Kathy and Darrell Sonnenberg
Box 25001 RPO Deer Park
Red Deer, AB
T4R 2M2

Dear Mr. & Mrs. Sonnenberg:

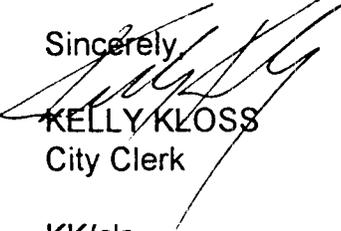
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Thank you for attending the Council Meeting and making your presentation.

Sincerely,


KELLY KLOSS
City Clerk

KK/clr

cc: Director of Community Services
Director of Engineering Services
Bylaws and Inspections Manager
City Assessor
Land and Economic Development Manager
E. L. & P. Manager
Fire Chief
Parks Manager
Principal Planner



*a delight
to discover!*

DATE: SEPTEMBER 13, 1994

TO: BYLAWS AND INSPECTIONS MANAGER

FROM: CITY CLERK

**RE: NOTICE OF MOTION - ALDERMAN STATNYK:
 RED DEER COLLEGE STUDENT PARKING
 IN WEST PARK SUBDIVISION, REQUEST FOR COMMENTS**

At the Council Meeting of September 12, 1994, the following Notice of Motion was submitted by Alderman Statnyk concerning the above topic:

WHEREAS the residents of West Park adjacent to the Red Deer College have students from Red Deer College parking in front of their homes; and

WHEREAS during the months of September through April the residents of this area are concerned with student parking;

NOW THEREFORE BE IT RESOLVED that the Council of The City of Red Deer install "2 hour only" parking signs in the West Park Subdivision within 3 blocks of 32 Street."

Please provide your comments on the above Notice of Motion to this office by September 19, 1994 for inclusion on the September 26, 1994 Council Agenda.

Thank you for your assistance.



KELLY KLOSS
City Clerk

KK/clr

BYLAW NO. 3076/A-94

Being a Bylaw to amend Bylaw No. 3076/92, the Taxi-Business Bylaw of The City of Red Deer.

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

- 1 The Taxi-Business Bylaw is amended as set out herein.
- 2 Section 2 (m) is deleted in its entirety.
- 3 Section 2 (p) is deleted and replaced with the following new Section:

"(p) Qualified Applicant" means a person who has been involved in the Taxi industry in the City in the capacity of a Taxi Driver, Dispatcher, Supervisor, Broker or Manager for a period of 12 consecutive months immediately prior to such person's application for a Taxi License Plate. For the purposes of this Section the period of 12 consecutive months shall be deemed not to be interrupted by reason only of periods of vacation or absences due to illness not exceeding 3 months in total. Where, because of a combination of factors such as illness, vacation or other special circumstances, the period of 12 consecutive months is interrupted for more than 3 months, a person may apply to Council for a declaration that he or she is nevertheless a Qualified Applicant".
- 4 Section 2 (u) is deleted and replaced with the following new Section:

"(u) "Taxi Driver" means any person who is licensed to drive a Taxi;"
- 5 Section 2 (w) is deleted and replaced with the following new Section:

"(w) "Taxi License Plate" means the City Identification Plate issued under this Bylaw for attachment to a Motor Vehicle licensing such vehicle for use as a Taxi and includes a Wheelchair Accessible Vehicle Taxi License Plate;"

6 Section 3 (a) is deleted and replaced with the following new Section:

"(a) has available to him or her at least 3 licensed Taxis for use in the Taxi Business;"

7 Section 3 (c) is deleted and replaced with the following new Section:

"(c) has supplied a list of the motor vehicles which will be used in the Taxi Business."

8 Section 7 (1) is deleted and replaced with the following new Section:

" (1) A Taxi Broker's License shall be valid until January 31 in the year following the year in which it was issued."

9 The words "the operation of" are deleted from Section 9.

10 Sections 15 (1) to 15 (5) are deleted and replaced with new Sections 15 (1) to 15 (6) as follows:

" (1) The maximum number of Taxi License Plates which may be issued each year under this Bylaw (the "licenses available") shall be equal to the number of licenses issued as at December 31 in the immediately preceding year and under which Taxis were, in fact, operated for a minimum of 40 weeks in that calendar year, or alternately, one license per 750 persons of City population based on the population of the City determined in the most recent Annual Census, whichever is greater.

(2) For the purpose of determining compliance with the requirement set out in Section 15 (1) and Section 18 that Taxis shall have been operated under a particular Taxi License Plate for the necessary 40 weeks, the Licence Inspector will accept the statement of the applicant that this was indeed the case. If the truth of such statement is challenged then the License Inspector may require the applicant to produce copies of stand rental agreements covering the necessary 40 weeks.

(3) Notwithstanding the foregoing, where, because of a combination of factors such as illness, vacation or other special circumstances, the Taxi is not operated for a period of 40 consecutive weeks, a person may apply to Council for a declaration that the Taxi shall nevertheless be included in the calculations for the purpose of determining the maximum number of Taxi License Plates to be issued.

(4) A Qualified Applicant who held a Taxi License in the immediately preceding year shall be entitled, on application duly made, to receive a Taxi License for the current year in priority to new applicants. Thereafter, if additional Taxi Licenses are still available, and if more applications are received from Qualified Applicants than the number of licenses available, the allocation of licenses shall be made by a draw conducted by the License Inspector.

(5) Any licenses which are surrendered or revoked at any time shall not thereafter be reissued.

(6) In addition to the foregoing, upon application, the License Inspector shall issue three (3) additional License Plates to be used for Wheelchair Accessible Vehicles as follows:

One (1)	to Associated Cabs
One (1)	to Red Deer Cabs, and
One (1)	to Alberta Gold Taxi

PROVIDED HOWEVER, that if, at the end of six months following the passing of this Bylaw Amendment, any one of the above three companies does not apply for its Wheelchair Accessible License Plate, said plate or plates not utilized shall be placed in a lottery to be applied for by the remaining taxi company or companies."

11 Section 16 (2) is deleted and replaced with the following new Section:

"(2) Not more than 1 Taxi License Plate Shall be issued to a Taxi Licensee."

12 New Section 16 (3) is added as follows:

"(3) The number of Wheelchair Accessible Vehicle Taxi License Plates issued to a Broker or Licensee shall not be considered in determining whether there is compliance with Sections 16 (1) and (2)."

13 Section 17 (1) is amended by deleting the words "not later than January 31 in the year for which the Taxi License Plate is requested".

14 Section 17 (1) (b) (iv) is deleted and replaced with the following new Section:

"(iv) In the case of a natural person, is a Qualified Applicant;"

15 Section 17 (e) is deleted in its entirety.

16 Section 17 (f) is deleted and replaced with the following new Section:

"(f) evidence the vehicle is painted in the registered identification colours of the Broker with which the vehicle will be affiliated, or in the case of a vehicle which is operated independently, evidence that the vehicle is painted in the identification colours approved by the License Inspector from time to time."

17 New Section 17 (g) is added as follows:

"(g) in the case of a corporation, the full particulars of incorporation and the full names, addresses and telephone numbers of all shareholders and directors of the corporation. Where a shareholder or director of a corporation is also a corporation, then the applicant must supply the full names, addresses and telephone numbers of the shareholders and directors of such corporations. For greater certainty, the obligation shall be to supply information as to the natural persons involved in corporate applicants, regardless of the number of corporations that may be involved."

18 Existing Section 17 (2) is renumbered to 17 (3) and new Section 17 (2) is added as follows:

"(2) Any person who wishes to obtain a Wheelchair Accessible Vehicle Taxi License plate shall make application to the License Inspector in accordance with the provisions of Section 17 (1) and in addition shall provide proof to the satisfaction of the License Inspector that the vehicle in respect of which the plate is to be issued meets the requirements set forth in the document known as C.S.A. D409-92 "Motor Vehicles for the Transportation of Persons with Physical Disabilities" or any replacement for that document."

19 Section 18 is deleted and replaced with the following new Section:

"18 No Taxi License Plate shall be renewed in any subsequent calendar year without compliance with Sections 15 (2) and 17. Notwithstanding this, where the vehicle in respect of which the Taxi License Plate has been issued has not been operated for a minimum of 40 weeks in the calendar year prior to the application for renewal, the Taxi License Plate shall not be renewed."

20 Section 20 is deleted and replaced with the following new Section:

"20. If a Broker ceases to be the holder of a valid Taxi Broker's License, then the Broker and any person holding a Taxi License Plate in respect to a Taxi used in that Broker's business shall cease to operate such Taxi and shall return the Taxi License Plate to the License Inspector."

21 Section 21 is deleted and replaced with the following new Section:

"21 A Taxi license Plate shall be valid until January 31 in the year following the year in which it was issued."

22 Section 25 (3) (a) is deleted and replaced with the following new Section:

"(a) the Taxi Licensee proposing the transfer has been the holder of a Taxi License Plate for not less than 12 consecutive months or the Taxi Licensee is proposing the transfer due to his or her own ill health, proof of which shall be supplied to the satisfaction of the License Inspector;"

23 Section 25 (4) be deleted in its entirety and replaced with the following:

"25 (4) If a Transferee who has acquired a Taxi from a Taxi Licensee defaults on the purchase agreement and the Taxi is then repossessed by the vendor, the Taxi License Plate shall be surrendered to the License Inspector. The vendor shall be entitled to have the Taxi License Plate reissued on application to the License Inspector if Section 16(1) and (2) and Section 25(1), (2) and (3) are complied with, and provided that such application is made not later than 3 months after the date of repossession of the Taxi."

24 Sections 26 (f) and (h) are deleted and replaced with the following new Sections:

"(f) a list of all the Provinces or Territories in Canada in which the Applicant has at any time been issued a license to drive a motor vehicle;

(h) evidence that the Applicant is properly licensed to drive a motor vehicle under the laws of the Province of Alberta;"

25 Section 27 is deleted and replaced with the following new Section:

"27 A Taxi Driver's License shall be valid until January 31 in the year following the year in which it was issued."

26 In Section 34 (a) the word "schedule" is deleted and replaced with the word "scheduled".

27 In Section 36 the word "operated" is deleted and replaced with the word "driven".

28 In Section 48 (e) (i) the word "operate" is deleted and replaced with the word "drive".

29 Section 58 is deleted and replaced with the following new Section:

"58 No Person shall operate or permit the operation of a Taxi bearing registered identification colours of a Broker unless that vehicle is owned or operated by that Broker or unless the owner of the vehicle is affiliated with that Broker."

30 Section 59 is deleted and replaced with the following new Section:

"59 No Broker or Taxi Licensee shall, either directly or indirectly, permit any person to drive a Taxi unless that person is the holder of a subsisting Taxi Driver's License."

31 In Section 64 the word "operate" is deleted and replaced with the word "drive".

32 New Sections 64.1 and 64.2 are added as follows:

"64.1 No person shall drive a Wheelchair Accessible Vehicle Taxi within the City without being the holder of a subsisting Taxi Driver's License and a current qualification in First Aid equivalent to St. John's Ambulance First Aid Level One training.

64.2 Priority for the use of Wheelchair Accessible Vehicle Taxis shall be given to persons with physical disabilities who are in wheelchairs."

33 Paragraph 1 (a) (b) (c) of Schedule B is deleted and replaced with the following new paragraphs:

(a) \$2.20 for the first 100 metres or portion thereof.

(b) \$0.10 for each additional 100 metres or portion thereof.

(c) waiting time - no charge for the first 3 minutes; thereafter \$25.00 per hour based on the proportion of the time during which the Taxi waited.

34 Paragraph 3 (c) of Schedule B is deleted and replaced with the following new paragraph:

"(c) a discount of 10% from the rates herein specified to all persons 65 years of age or over and to all persons who are mentally or physically handicapped. The Taxi Driver shall keep a record of each such transaction."

35 Paragraph 6 of Schedule B is deleted and replaced with the following new paragraph:

"6 Where a person requesting Taxi services requests the use of a motor vehicle commonly known as a "station wagon", or a "van", then the fare charged for the first 100 metres shall be \$7.00. This provision shall not apply to a station wagon or a van when it is being used for the transportation of a physically handicapped passenger."

36 This Bylaw shall come into full force and effect upon the passage of third reading.

READ A FIRST TIME IN OPEN COUNCIL this 2 day of August A.D. 1994.

READ A SECOND TIME IN OPEN COUNCIL this day of A.D. 1994.

READ A THIRD TIME IN OPEN COUNCIL this day of A.D. 1994.

MAYOR

CITY CLERK