

# COUNCIL MEETING MONDAY, OCTOBER 28, 2019

7:00 P.M.

# FOR THE REGULAR MEETING OF THE REDCLIFF TOWN COUNCIL MONDAY, OCTOBER 28 – 7:00 P.M. REDCLIFF TOWN COUNCIL CHAMBERS

|        | AGENDA ITEM |      |                                                                                                                                                                                       | RECOMMENDATION          |
|--------|-------------|------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|
|        | 1.          | GENI | ERAL                                                                                                                                                                                  |                         |
|        |             | A)   | Call to Order                                                                                                                                                                         |                         |
| Pg. 2  |             | B)   | Adoption of Agenda                                                                                                                                                                    | Adoption                |
| Pg. 4  |             | C)   | Accounts Payable *                                                                                                                                                                    | For Information         |
| Pg. 6  |             | D)   | Bank Summary to September 30, 2019 *                                                                                                                                                  | For Information         |
|        | 2.          | DELE | EGATION                                                                                                                                                                               |                         |
| Pg. 7  |             | A)   | Redcliff Public Library Presentation, Catherine Richardson                                                                                                                            |                         |
|        | 3.          | MINU | ITES                                                                                                                                                                                  |                         |
| Pg. 9  |             | A)   | Council meeting held October 15, 2019 *                                                                                                                                               | For Adoption            |
| Pg. 14 |             | B)   | Special Council meeting held October 18, 2019 *                                                                                                                                       | For Adoption            |
| Pg. 16 |             | C)   | Municipal Planning Commission meeting held October 16, 2019 *                                                                                                                         | For Information         |
| Pg. 20 |             | D)   | Special Municipal Planning Commission meeting held October 23, 2019 *                                                                                                                 | For Information         |
|        | 4.          | BYLA | AWS                                                                                                                                                                                   |                         |
| Pg. 21 |             | A)   | Bylaw 1891/2019, Land Use Bylaw Amendment * Lot 4, Block 85, Plan 755AD (205 Broadway Avenue E) Land Use Bylaw Amendment to include property in the Cannabis Retail Store Overlay Map | 1 <sup>st</sup> Reading |
|        | 5.          | REQ  | UEST FOR DECISION                                                                                                                                                                     |                         |
| Pg. 36 |             | A)   | Encroachment Permit * Re: Lot 7, Block A, Plan 9111515 (315 Mitchell Street NE)                                                                                                       | For Consideration       |
| Pg. 50 |             | B)   | Safety Codes Fees 2020 *                                                                                                                                                              | For Consideration       |
| Pg. 52 |             | C)   | Purchase New Server *                                                                                                                                                                 | For Consideration       |

#### 6. CORRESPONDENCE

Pg. 54 A) Redcliff Youth Centre & Medicine Hat Women's Shelter Society \*
Re: Purple Ribbons Tying Event

For Information

#### 7. OTHER

Pg. 56 A) Construction Update Memo \* For Information

Pg. 58 B) Council Important Meetings & Events \* For Information

#### 8. RECESS

#### 9. IN CAMERA (CONFIDENTIAL)

- A) Intermunicipal Collaborative Framework (*FOIP* Sec. 21 & 24)
- B) Personnel (FOIP Sec. 17)
- **C)** Personnel (*FOIP* Sec. 23, 24, & 25)

#### 10. ADJOURN

| <b>CHEQUE #</b> 84574 84575 84576 | <u>VENDOR</u>                               | DESCRIPTION                            | l  | AMOUNT     |
|-----------------------------------|---------------------------------------------|----------------------------------------|----|------------|
| 84575                             |                                             |                                        |    | AMOUNT     |
|                                   | 1925082 ALBERTA LTD.                        | DUMPSTER LIDS                          | \$ | 7,371.49   |
| 84576                             | ALTALIS                                     | PRECUT TILES                           | \$ | 308.70     |
|                                   | BRUCE'S SEWER SERVICE                       | PROJ#218 (IF COX) AUGER LINES & CAMERA | \$ | 1,443.75   |
| 84577                             | COOPER EQUIPMENT RENTALS LIMITED            | EQUIPMENT RENTAL                       | \$ | 791.27     |
| 84578                             | CATHY CROZIER                               | AUMA CONFERENCE TRAVEL                 | \$ | 591.00     |
| 84579                             | CYPRESS COMMUNICATIONS LTD.                 | RADIO REPAIR                           | \$ | 1,497.30   |
| 84580                             | CZEMBER, CHRIS                              | AUMA CONFERENCE TRAVEL                 | \$ | 668.64     |
| 84581                             | EECOL ELECTRIC CORP.                        | CONNECTOR & WIRE                       | \$ | 133.27     |
| 84582                             | JACOB'S WELDING LTD.                        | EQUIPMENT REPAIRS                      | \$ | 840.00     |
| 84583                             | DWIGHT KILPATRICK                           | AUMA CONFERENCE TRAVEL                 | \$ | 590.00     |
| 84584                             | LARRY LEIPERT                               | AUMA CONFERENCE TRAVEL                 | \$ | 611.00     |
| 84585                             | MEDICINE HAT & DISTRICT CHAMBER OF COMMERCE | UDI COMMITTEE FEE                      | \$ | 262.50     |
| 84586                             | MJB ENTERPRISE LTD                          | PROJ#218 (IF COX) PROGRESS PAYMENT #4  | \$ | 518,551.91 |
| 84587                             | NEW WEST TRUCK CENTRES                      | REPAIR ABS PIPE                        | \$ | 349.98     |
| 84588                             | OVERHEAD DOOR                               | REPAIR OVERHEAD DOOR - RCMP            | \$ | 430.5      |
| 84589                             | PRESTIGE WINDOW & DOOR                      | PROJ#207 (LIBRARY) WINDOW REPLACEMENT  | \$ | 4,004.43   |
| 84590                             | PRIME PRINTING                              | 250 BUSINESS CARDS BRIAN STEHR         | \$ | 36.75      |
| 84591                             | TOWN OF REDCLIFF LIBRARY BOARD              | ALLOTMENT FUNDING                      | \$ | 60,619.80  |
| 84592                             | PUROLATOR                                   | SHIPPING                               | \$ | 260.54     |
| 84593                             | ROBERTSON IMPLEMENT ALBERTA                 | EQUIPMENT PARTS                        | \$ | 908.23     |
| 84594                             | SOUTHERN ALBERTA NEWSPAPERS                 | COMMUNITY SERVICES & DEVELOPMENT ADS   | \$ | 377.00     |
| 84595                             | JAMES STEINKE                               | AUMA CONFERENCE TRAVEL                 | \$ | 55.00      |
| 84596                             | SUSTAINERGY ENGINEERING                     | ENERGY ASSESSMENT AQUATIC              | \$ | 9,702.00   |
| 84597                             | TELUS COMMUNICATION INC.                    | POOL INTERNET SERVICES                 | \$ | 68.25      |
| 84598                             | ALS ENVIROMENTAL                            | WATER ANALYSIS                         | \$ | 238.75     |
| 84599                             | BERT'S VACUUMS & EQUIPMENT RENTAL           | CLEANING SUPPLIES                      | \$ | 751.85     |
| 84600                             | BROADWAY BEAUTY AND TANNING SALON           | RECEIVABLE ACCOUNT OVERPAYMENT         | \$ | 644.39     |
| 84601                             | CHANTLER, WILLIAM                           | CONSTRUCTION DAMAGE DEPOSIT REFUND     | \$ | 1,200.00   |
| 84603                             | CRAZY PAINTS                                | FALL FEST 2019 FACE PAINTING           | \$ | 180.00     |
| 84604                             | CUMMINS WESTERN CANADA                      | RAW & WTP SEMI-ANNUAL MAINTENANCE      | \$ | 1,163.32   |
| 84605                             | FRANCOTYP-POSTALIA CANADA INC               | POSTAGE MACHINE RIBBON                 | \$ | 187.81     |
| 84606                             | GALE, SHAWNA                                | AUMA CONFERENCE TRAVEL                 | \$ | 631.00     |
| 84607                             | JAG CLEANING SERVICES LTD                   | JANITORIAL SERVICES                    | \$ | 3,045.00   |
| 84609                             | PALIWODA, DAN                               | COURSE                                 | \$ | 449.21     |
| 84610                             | PALLISER SALES                              | EQUIPMENT PARTS                        | \$ | 1,680.35   |
| 84611                             | PRACTICA                                    | DOGGY BAGS                             | \$ | 766.56     |
| 84612                             | PUROLATOR                                   | SHIPPING                               | \$ | 60.36      |
| 84613                             | SHAW CABLESYSTEMS G.P.                      | PUBLIC WORKS INTERNET                  | \$ | 115.50     |
| 84614                             | MOLLY MAID                                  | OCTOBER CLEANING                       | \$ | 90.00      |
| 84615                             | THE BLIND GUY                               | BLIND REPLACEMENT - SENIORS            | \$ | 1,296.46   |
| 84616                             | TRANSIT PAVING INC                          | SIDEWALK & ROADS REPAIR                | \$ | 115,388.70 |
| 84617                             | TRUKKERS RESTAURANT                         | MOW FOR SEPTEMBER                      | \$ | 1,650.76   |
| 84618                             | UPS CANADA                                  | FREIGHT                                | \$ | 29.49      |
| 84619                             | JEPSON PETROLEUM (ALBERTA) LTD              | NOZZLE HOOK                            | \$ | 37.38      |
| 84620                             | KAL TIRE                                    | FLAT REPAIR                            | \$ | 25.67      |
|                                   | •                                           |                                        |    |            |

|            | TOWN OF REDCLIFF ACCOUNTS PAYABLE LIST - ELECTRONIC FUND TRANSFERS |                              |    |          |  |
|------------|--------------------------------------------------------------------|------------------------------|----|----------|--|
| EFT#       | VENDOR                                                             | DESCRIPTION                  | Α  | MOUNT    |  |
| EFT0001740 | A & B STEEL LTD                                                    | SHUR GRIP STEP               | \$ | 158.55   |  |
| EFT0001741 | BENCHMARK GEOMATICS INC.                                           | REC-TANGLE PARKING LOT STAKE | \$ | 483.00   |  |
| EFT0001742 | BERT'S VACUUMS & EQUIPMENT RENTAL                                  | CLEANING SUPPLIES            | \$ | 230.92   |  |
| EFT0001743 | CANADIAN LINEN & UNIFORM SERVICE                                   | COVERALLS & TOWELS           | \$ | 52.00    |  |
| EFT0001744 | C.E.M. HEAVY EQUIPMENT                                             | EQUIPMENT PARTS              | \$ | 789.66   |  |
| EFT0001745 | C.U.P.E.                                                           | UNION DUES SEPTEMBER 2019    | \$ | 2,173.03 |  |
| EFT0001746 | MIKE DAVIES                                                        | CONFERENCE TRAVEL            | \$ | 105.00   |  |

| EFT0001747 | DIGITEX CANADA INC.                | PHOTOCOPIER FEES                                      | \$<br>398.81    |
|------------|------------------------------------|-------------------------------------------------------|-----------------|
| EFT0001748 | FARMLAND SUPPLY CENTER LTD         | HOSE REPAIR                                           | \$<br>17.83     |
| EFT0001749 | GEM TESTING LTD.                   | PROJ#218 (IF COX) CONCRETE TEST IF COX                | \$<br>9,198.00  |
| EFT0001750 | HOME HARDWARE                      | GENERAL SUPPLIES                                      | \$<br>85.94     |
| EFT0001751 | KOST FIRE EQUIPMENT LTD            | FIRE EXTINGUISHER TESTING                             | \$<br>2,957.25  |
| EFT0001752 | MPE ENGINEERING LTD.               | PROJ#165 (LIFT STATION UPGRADES) CONST. CHANGE ORDERS | \$<br>797.14    |
| EFT0001753 | PARTEK IT SOLUTIONS INC            | HOST BACKUP SERVICES                                  | \$<br>971.25    |
| EFT0001754 | REDCLIFF/CYPRESS REGIONAL LANDFILL | LANDFILL TONNAGE                                      | \$<br>20,572.21 |
| EFT0001755 | RURAL MUNICIPALITIES OF ALBERTA    | EQUIPMENT PARTS                                       | \$<br>1,693.27  |
| EFT0001756 | SOUTH COUNTRY GLASS                | AUTO DOOR REPAIRS & MAINTENANCE                       | \$<br>473.13    |
| EFT0001757 | SUMMIT MOTORS LTD                  | EQUIPMENT PARTS                                       | \$<br>87.63     |
| EFT0001758 | TRIPLE R EXPRESS                   | FREIGHT                                               | \$<br>37.80     |
| EFT0001759 | WESTERN CANADA WELDING PRODUCT     | SAFETY EQUIPMENT                                      | \$<br>415.93    |
| EFT0001760 | AG-PLUS MECHANICAL                 | PROJ#193 (SPLASH PARK) BOBCAT RENTAL                  | \$<br>1,181.25  |
| EFT0001761 | THE BOLT SUPPLY HOUSE LTD.         | LED SPOT LIGHT                                        | \$<br>246.65    |
| EFT0001762 | BROWNLEE LLP                       | WATER LICENSE TRANSFER                                | \$<br>7,889.76  |
| EFT0001763 | CANADIAN LINEN & UNIFORM SERVICE   | COVERALLS & TOWELS                                    | \$<br>51.02     |
| EFT0001764 | DIAMOND SOFTWARE INC.              | FIXED ASSET REPORT                                    | \$<br>225.75    |
| EFT0001765 | GRAND RENTAL STATION               | CANADA DAY SUPPLIES                                   | \$<br>1,150.28  |
| EFT0001766 | HOME HARDWARE                      | GENERAL SUPPLIES                                      | \$<br>45.10     |
| EFT0001767 | HYDRODIG                           | PROJ#219 (RECTANGLE PARKING LOT) DIG OUT WATER MAIN   | \$<br>1,449.00  |
| EFT0001768 | KOST FIRE EQUIPMENT LTD            | FIRE EXTINGUISHER TESTING                             | \$<br>111.83    |
| EFT0001769 | RURAL MUNICIPALITIES OF ALBERTA    | SAFETY EQUIPMENT                                      | \$<br>1,006.90  |
| EFT0001770 | TRIPLE R EXPRESS                   | FREIGHT                                               | \$<br>36.75     |
|            |                                    |                                                       |                 |
|            | ·                                  | TOTAL                                                 | \$<br>55,092.64 |

|         | REDCLIFF/CYPRESS LANDFILL ACCOUNTS PAYABLE LIST - CHEQUES |                           |    |          |  |
|---------|-----------------------------------------------------------|---------------------------|----|----------|--|
| CHEQUE# | VENDOR                                                    | DESCRIPTION               |    | MOUNT    |  |
| 000611  | EPCOR                                                     | UTILITIES                 | \$ | 1,063.32 |  |
| 000612  | PUROLATOR                                                 | SHIPPING                  | \$ | 109.54   |  |
| 000613  | SOUTHERN ALBERTA NEWSPAPER                                | ADVERTISING GRANT PROGRAM | \$ | 916.86   |  |
| 000614  | KONYNENBELT, KYLE                                         | TRAINING COURSE           | \$ | 147.47   |  |
|         |                                                           |                           |    |          |  |
|         |                                                           | TOTAL                     | \$ | 2,237.19 |  |

| CHEQUE#         | <u>VENDOR</u> <u>DESCRIPTION</u> |                                                    | AMOUNT           |
|-----------------|----------------------------------|----------------------------------------------------|------------------|
| EFT000000000128 | FARMLAND SUPPLY CENTRE INC.      | EQUIPMENT PARTS                                    | \$<br>3,044.06   |
| EFT000000000129 | GEM TESTING LTD.                 | PROJ#002 (TRANSFER SITE) BACKFILL INSPECTION       | \$<br>367.50     |
| EFT000000000130 | REDCLIFF HOME HARDWARE           | GENERAL SUPPLIES                                   | \$<br>59.72      |
| EFT000000000131 | RMA FUEL LTD                     | BULK FUEL                                          | \$<br>3,818.39   |
| EFT000000000132 | SUMMIT MOTORS LTD                | FLEETRITE                                          | \$<br>481.74     |
| EFT000000000133 | WESTERN CANADA WELDING           | YEARLY CYLINDER LEASE                              | \$<br>456.17     |
| EFT000000000134 | BENCHMARK GEOMATICS INC          | PROJ#002 (TRANSFER SITE) SURVEYING                 | \$<br>5,940.38   |
| EFT000000000135 | FORTY MILE GAS CO-OP LTD.        | UTILITIES                                          | \$<br>104.98     |
| EFT000000000136 | PRECISION GIANT SYSTEMS INC      | ANNUAL SCALE CALIBRATION                           | \$<br>1,724.63   |
| EFT000000000137 | RMA FUEL LTD                     | BULK FUEL                                          | \$<br>3,251.64   |
| EFT000000000138 | WHITE FOX GROUP LTD              | PROJ#002 (TRANSFER SITE) & PROJ#003 (SCALE SYSTEM) | \$<br>471,620.32 |
|                 |                                  | TOTAL                                              | \$<br>490,869.53 |

# TOWN OF REDCLIFF BANK SUMMARIES FOR SEPTEMBER 30, 2019

#### **CASH ACCOUNTS**

| CAS                                  | SH ACCOUNTS     |                                |                                 |
|--------------------------------------|-----------------|--------------------------------|---------------------------------|
|                                      |                 | ATB GENERAL<br>5.12.02.121.000 | ATB LANDFILL<br>5.99.02.121.000 |
|                                      |                 | TOWN                           | LANDFILL                        |
| BALANCE FORWARD                      |                 | 4,532,258.54                   | 4,013,453.06                    |
| DAILY DEPOSITS                       |                 | 161,480.60                     | 94,715.47                       |
| DIRECT DEPOSITS                      |                 | 650,744.58                     | 332,833.53                      |
| GOVERNMENT GRANTS                    |                 | 0.00                           | 0.00                            |
| INTEREST                             |                 | 8,130.10                       | 6,992.76                        |
| OTHER DEPOSITS                       |                 | 0.00                           | 0.00                            |
| SUBTOTAL                             |                 | 820,355.28                     | 434,541.76                      |
| PAYMENTS                             |                 | 1,398,532.32                   | 803,970.77                      |
| ASFF QUARTERLY PAYMENTS              |                 | 466,836.36                     | 0.00                            |
| DEBENTURE PAYMENTS                   |                 | 120,027.43                     | 0.00                            |
| OTHER WITHDRAWALS                    |                 | 8,428.86                       | 3,691.67                        |
| SUBTOTAL                             |                 | (1,993,824.97)                 | (807,662.44)                    |
| TOTAL                                |                 | 3,358,788.85                   | 3,640,332.38                    |
|                                      |                 | 0,000,100,00                   | 5,5 15,552155                   |
| BANK STATEMENT ENDING BALANCE        |                 | 3,845,569.25                   | 3,630,356.40                    |
| OUTSTANDING CHEQUES ( - )            |                 | (496,344.33)                   | (60,630.02)                     |
| DEPOSITS IN TRANSIT ( + )            |                 | 9,563.93                       | 70,606.00                       |
| TOTAL                                |                 | 3,358,788.85                   | 3,640,332.38                    |
| TOTAL CASH                           |                 | 6,999,1                        | 21.23                           |
|                                      |                 |                                |                                 |
| INVEST                               | MENT ACCOUNTS   | 8                              |                                 |
|                                      |                 |                                |                                 |
| CIBC WOOD GUNDY PORTFOLIO (TOWN)     | 5.12.02.321.001 |                                | 24,122,432.00                   |
| CIBC WOOD GUNDY PORTFOLIO (LANDFILL) | 5.99.02.321.001 |                                | 1,587,707.00                    |
| TOTAL INVESTMENTS                    |                 |                                | 25,710,139.00                   |
|                                      | <del></del>     |                                |                                 |

TOTAL CASH & INVESTMENTS

| 6 |
|---|

32,709,260.23



Keeping your local library open for one hour costs \$79 or less than 2¢ per resident

Giving you local access to collections and services\* valued at over \$400,000



Some things are priceless; a place to the change a diaper, a public washroom or a place for the conversation.

Some things, like our office services - save patrons

I time and gas.

# All for \$79/hour at the



# Check out the value of some of our services and collections What would you pay, if you didn't have a local library?



17,200 books in our collection, value over \$308,360

364 music CDs in our collection, value \$3,640



861 audiobooks in our collection, value \$38,745

439 magazines in our collection, value \$2,195



2333 movies in our collection, value \$46,660

40 games in our collection, value \$400





Office Assistant \$24.24/hr

Research Assistant \$28.11/hr





**Subscription \$20/month** 







Minecraft online \$7.99/month

WiFi Router \$200





Lego Kits average \$30 each

Drive to Medicine Hat for scanning & photocopy services

Drive to Medicine Hat for fax services





Drive to Medicine Hat for laminating services

Bottled water \$2.50





Recharging stations start at \$15

Meeting Room - \$100/4 hrs Audio Visual - \$195/day



# MINUTES OF THE REGULAR MEETING OF THE REDCLIFF TOWN COUNCIL TUESDAY, OCTOBER 15, 2019 @ 7:00 P.M.

| PRESENT:  | Mayor<br>Councillors                                                                          | D. Kilpatrick C. Crozier, C. Czember S. Gale, L. Leipert, J. Steinke                                                                                                             |
|-----------|-----------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|           | Municipal Manager Manager of Legislative & Land Services                                      | A. Crofts<br>S. Simon (left at 9:24 p.m., rejoined at 9:40 p.m.)                                                                                                                 |
|           | Director of Finance                                                                           | J. Tu (left at 8:12 p.m.)                                                                                                                                                        |
|           | & Administration Director of Community & Protective Services                                  | D. Thibault (left at 8:12 p.m.)                                                                                                                                                  |
|           | Director of Planning & Engineering                                                            | J. Johansen (left at 8:12 p.m., rejoined at 9:02 p.m., left at 9:12 p.m.)                                                                                                        |
| ABSENT:   | Councillor<br>Director of Public Services                                                     | E. Solberg<br>C. Popick                                                                                                                                                          |
|           |                                                                                               | 1. GENERAL                                                                                                                                                                       |
|           | Call to Order                                                                                 | <b>A)</b> Mayor Kilpatrick called the regular meeting to order at 7:00 p.m.                                                                                                      |
| 2019-0343 | Adoption of Agenda                                                                            | <b>B)</b> Councillor Czember moved the Agenda be adopted as amended to add a Personnel item under the In Camera (Confidential) Session Carried.                                  |
| 2019-0344 | Accounts Payable                                                                              | <b>C)</b> Councillor Gale moved the accounts payables for the Town of Redcliff and Redcliff/Cypress Regional Waste Management Authority, be received for information Carried.    |
|           |                                                                                               | 2. MINUTES                                                                                                                                                                       |
| 2019-0345 | Council meeting held<br>September 23, 2019                                                    | <b>A)</b> Councillor Leipert moved the minutes of the Council meeting held September 23, 2019, be adopted as presented Carried.                                                  |
| 2019-0346 | Redcliff Cypress Regional<br>Waste Management Authority<br>meeting held September 19,<br>2019 | <b>B)</b> Councillor Leipert moved the minutes of the Redcliff Cypress Regional Waste Management Authority meeting held September 19, 2019, be received for information Carried. |
| 2019-0347 | Redcliff & District Recreation<br>Committee meeting held<br>October 7, 2019                   | <b>C)</b> Councillor Crozier moved the minutes of the Redcliff & District Recreation Committee meeting held October 7, 2019, be received for information Carried.                |

| 2019-0348 | ARPA Conference &<br>Energize Workshop & ATRA<br>Symposium                  | i) Councillor Czember moved the recommendation from the Redcliff & District Recreation Committee that two Redcliff & District Recreation Committee members and one Town of Redcliff staff member attend the ARPA Conference & Energize Workshop & ATRA Symposium held at the Fairmont Chateau Lake Louise from October 24-26, 2019, be received for information Carried. |
|-----------|-----------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 2019-0349 | Town of Redcliff Library<br>Board meeting held June 25,<br>2019             | <b>D)</b> Councillor Steinke moved the minutes of the Town of Redcliff Library Board meeting held June 25, 2019, be received for information Carried.                                                                                                                                                                                                                    |
| 2019-0350 | Riverview Golf Club Board of<br>Directors meeting held<br>September 9, 2019 | <ul> <li>E) Councillor Leipert moved the minutes of the Riverview Golf Club Board of Directors meeting held September 9, 2019, be received for information Carried.</li> <li>3. REQUEST FOR DECISION</li> </ul>                                                                                                                                                          |
| 2019-0351 | Community Organization<br>Property Tax Exemption<br>Regulation (COPTER)     | A) Councillor Crozier moved that the Town of Redcliff exempt the following properties from property taxation in accordance with the Community Organization Property Tax Exemption Regulation for the 2020, 2021 and 2022 taxation years:  i) Redcliff Community Curling Club ii) Riverview Golf Club iii) German Canadian Harmony Club - Carried.                        |
| 2019-0352 | Shallow Gas Tax Relief<br>Initiative                                        | <b>B)</b> Councillor Czember moved that pursuant to section 347 of the <i>Municipal Government Act</i> , for all properties identified on                                                                                                                                                                                                                                |

to:

below:

 Refund the 2019 property taxes paid so as to reduce by 35 per cent property taxes levied as per section 353(2) of the *Municipal Government Act*, which includes municipal property taxes, requisitions detailed in sections 326(1)(a) and 359(1)(2), as well as special taxes levied under section 382(1) where

the tax rate is based on the assessment, as shown

the list of qualifying shallow gas wells and related pipelines verified by Municipal Affairs, Council authorizes Administration

10

| COMPANY        | Well SGTRI<br>35%<br>Adjustment | Pipeline<br>SGTRI 35%<br>Adjustment | Total Well<br>& Pipeline<br>35%<br>Adjustment |
|----------------|---------------------------------|-------------------------------------|-----------------------------------------------|
| CITY OF        |                                 |                                     |                                               |
| MEDICINE HAT - |                                 |                                     |                                               |
| GAS UTILITY    | 1,323.05                        | 824.98                              | 2,148.03                                      |
| NEW NORTH      |                                 |                                     |                                               |
| RESOURCES LTD. | 588.42                          | 550.71                              | 1,139.13                                      |
|                | 1,911.47                        | 1,375.69                            | 3,287.16                                      |

 Further, cancel the tax penalties associated with the 2019 property taxes levied as per section 353(2) of the Municipal Government Act, as shown below:

| COMPANY        | Penalties on<br>Late Payment |
|----------------|------------------------------|
| NEW NORTH      |                              |
| RESOURCES LTD. | 187.68                       |

- Carried.

2019-0353 Servicing Levels for LUB Zones

**C)** Councillor Gale moved the Servicing Levels for LUB Zones presented by the Director of Planning & Engineering, be received for information. – Carried.

2019-0354

Councillor Leipert moved that Council approve in principle the Development Level of Services Policy as presented in draft, instruct Administration to proceed to the next step of adding engineering considerations and bring the policy back to Council for further review. - Carried.

2019-0355 Signage in Road Right-of-Way(s)

**D)** Councillor Steinke moved to deny the request from SuperClean Auto Detailing & Car Wash for placement of a free-standing sign in the Town of Redcliff's Road Right-of-Way. Further that Administration discontinue researching/developing standards, policies, procedures, and agreements, etc. to allow for third party signage to be placed on Town right-of-ways and Town owned property except as is currently permitted. - Carried.

#### 4. CORRESPONDENCE

2019-0356 Rosemary Page

Re: Redcliff Community

Garden

**A)** Councillor Gale moved correspondence from Rosemary Page regarding the Redcliff Community Garden, be received for information. - Carried.

2019-0357 Dunmore Equestrian Society

Re: Dunmore Equestrian

Fundraiser

**B)** Councillor Crozier moved correspondence from the Dunmore Equestrian Society regarding the Dunmore Equestrian Fundraiser, be received for information. - Carried.

| 2019-0358 | Farm Safety Centre<br>Re: Safety Smarts<br>Contribution Request | C) Councillor Gale moved correspondence from the Farm Safety Centre regarding a request for a contribution of \$100.00 to the Safety Smarts program, be received for information. Further that the Town contribute \$100.00 to the Farm Safety Centre Safety Smarts program to be funded from the Council Initiatives – Community Support Fund Defeated. |
|-----------|-----------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 2019-0359 |                                                                 | Councillor Crozier moved correspondence from the Farm Safety Centre regarding a request for a contribution of \$100.00 to the Safety Smarts program, be received for information Carried.  5. OTHER                                                                                                                                                      |
|           |                                                                 | J. OTTER                                                                                                                                                                                                                                                                                                                                                 |
| 2019-0360 | River Valley Local<br>Improvement Project Memo                  | <b>A)</b> Councillor Crozier moved the River Valley Local Improvement Project Memo, be received for information. Further that the River Valley Local Improvement Project be referred to 2020 Budget Discussions Carried.                                                                                                                                 |
| 2019-0361 | Municipal Manager Report to<br>Council October 15, 2019         | <b>B)</b> Councillor Czember moved the Municipal Manager Report to Council October 15, 2019, be received for information Carried.                                                                                                                                                                                                                        |
| 2019-0362 | Landfill Graphs                                                 | <b>C)</b> Councillor Leipert moved the Landfill Graphs to September 30, 2019, be received for information Carried.                                                                                                                                                                                                                                       |
| 2019-0363 | Council Important Meetings & Events October 15, 2019            | <b>D)</b> Councillor Gale moved the Council Important Meetings & Events October 15, 2019, be received for information Carried.                                                                                                                                                                                                                           |

#### 6. RECESS

Mayor Kilpatrick called for a recess at 8:12 p.m.

Director of Finance & Administration, Director of Community & Protective Services, and Director of Planning & Engineering left at 8:12 p.m.

Mayor Kilpatrick reconvened the meeting at 8:24 p.m.

#### 7. IN CAMERA (Confidential Session)

2019-0364

Councillor Steinke moved to meet In Camera to discuss A) Medicine Hat College Presentation under *FOIP* Sec. 21, B) Land Matter under *FOIP* Sec. 16, 24, & 25, C) Utilities Matter under *FOIP* Sec. 23, 24, & 25, D) Intermunicipal Collaborative Framework under *FOIP* Sec. 21 & 24, and E) Personnel Matter under *FOIP* Sec. 17 at 8:24 p.m. - Carried.

Pursuant to Section 197 (6) of the *Municipal Government Act*, the following members of Administration were in attendance in the closed meeting: Municipal Manager for all items, and Manager of Legislative & Land Services for items A, B, C & D.

Kevin Schufflebotham and Morgan Blair from the Medicine Hat College were in attendance to provide a presentation to Council. Kevin Schufflebotham and Morgan Blair joined at 8:24 p.m., left at 9:00 p.m.

Director of Planning & Engineering joined the meeting at 9:02 p.m. and was in attendance for items B & C. Director of Planning & Engineering left the meeting at 9:21 p.m.

Manager of Legislative and Land Services left at 9:24 p.m., rejoined at 9:40 p.m.

Councillor Gale moved to return to regular session at 9:40 p.m. - Carried.

Councillor Crozier moved the Medicine Hat College presentation, be received for information. – Carried.

Councillor Crozier moved to approve the land purchase with 2029140 Alberta Ltd. as presented in the purchase agreement and further that it be funded from the Land Development reserve. - Carried.

Councillor Steinke moved Administration to allow Lot 44, Block 88, Plan 0512979 (24 2<sup>nd</sup> Street NW) an additional water service within existing system capacity for fire protection only and require the property owner to create an emergency all weather access into the site for emergency responders. All costs to be borne by the owner of Lot 44, Block 88, Plan 0512979 (24 2<sup>nd</sup> Street NW). - Carried.

#### 8. ADJOURNMENT

Councillor Gale moved to adjourn the meeting at 9:59 p.m. - Carried.

Mayor

Manager of Legislative & Land Services

2019-0365

2019-0366

2019-0367

2019-0368

2019-0369 Adjournment

#### MINUTES OF THE SPECIAL MEETING OF THE REDCLIFF TOWN COUNCIL FRIDAY, OCTOBER 18, 2019 @ 8:30 a.m.

PRESENT: Mayor D. Kilpatrick

> Councillors C. Crozier, C. Czember

S. Gale, L. Leipert

E. Solberg (left at 1:06 p.m.), J. Steinke

S. Simon (left at 9:03 a.m., rejoined at 9:12 a.m.)

Municipal Manager Manager of Legislative

& Land Services Director of Finance

& Administration Municipal Accountant

Engineering

**Budget Consideration** 

Director of Planning &

M. Davies

J. Tu

**Arlos Crofts** 

J. Johansen (left at 9:45 a.m., rejoined

at 10:37 a.m.)

Director of Community & **Protective Services** Director of Public Services

D. Thibault C. Popick

#### ABSENT:

#### 1. **GENERAL**

Call to Order A) Mayor Kilpatrick called the special meeting to order at

8:31 a.m.

2019-0370 Adoption of Agenda B) Councillor Steinke moved the Agenda be adopted as

presented. - Carried.

#### 2. DRAFT 2020-2022 CAPITAL BUDGET REVIEW

Preliminary Discussion **A i)** Municipal Manager provided an overview of the

proposed 2020-2022 Capital Budget Review documents.

2019-0371 Public Submissions for ii) Councillor Gale moved that Administration research

> adding playground tot features to the Lions Park Playground and bring back to Council for further

consideration. - Carried.

2019-0372 Councillor Steinke moved the public submission from

Sarah Craats regarding the Lions Park Playground and tot

equipment be received for information. - Carried.

**Proposed Funded Capital** iii) Municipal Manager presented the proposed Funded 2019-0373 Projects / Multi Year Capital Capital Projects / Multi Year Capital Infrastructure Plan

Infrastructure Plan (MYCIP) (MYCIP).

> Manager of Legislative & Land Services left the meeting at 9:03 a.m., rejoined at 9:12 a.m.

Director of Planning & Engineering left the meeting at 9:45 a.m. Mayor Kilpatrick called a short recess at 10:15 a.m. Mayor Kilpatrick reconvened the meeting at 10:22 a.m. Director of Planning & Engineering joined at 10:37 a.m. 2019-0374 Councillor Steinke moved that Project ID R11 be removed from the Proposed 2020 Capital Projects Budget. Further that Administration be authorized to include in the 2020 Operating Budget to lease three (3) park mowers. -Carried. Mayor Kilpatrick recessed for a lunch break at 12:00 p.m. Mayor Kilpatrick reconvened the meeting at 12:35 p.m. Councillor Solberg left the meeting at 1:06 p.m. 2019-0375 Councillor Leipert moved the proposed 2020 Capital Projects presentations be received for information. Further that the proposed 2020 Capital Projects as presented be brought forward for consideration at the interim budget approval. - Carried. Councillor Steinke moved the Special Council meeting 2019-0376 scheduled for Saturday, October 19, 2019 be cancelled. -Carried. 3. **ADJOURN** 2019-0377 Adjournment Councillor Leipert moved to adjourn the Special Council meeting at 1:49 p.m. - Carried. Mayor Manager of Legislative & Land Services

# MINUTES OF THE MUNICIPAL PLANNING COMMISSION WEDNESDAY OCTOBER 16, 2019 – 12:30 PM TOWN OF REDCLIFF

**PRESENT:** Members: B. Duncan, S. Gale, L. Leipert,

J. Beach, J. Steinke

Development Officer

Director of Planning & Engineering

Technical Assistant/Recording Secretary

B. Stehr

J. Johansen

R. Arabsky

ABSENT: Members: N. Stebanuk, B. Vine

#### 1. CALL TO ORDER

B. Duncan called the meeting to order at 12:30 p.m.

#### 2. ADOPTION OF AGENDA

J. Beach moved that the agenda be adopted as presented. – Carried.

#### 3. PREVIOUS MINUTES

**A)** L. Leipert moved the minutes of the MPC meeting July 17, 2019 be adopted as presented. – Carried.

#### 4. REPORTS TO MPC

J. Steinke moved to receive for information the following Reports to MPC for the MPC Meeting of October 16, 2019:

#### A) Dates Development Permits advertised in Commentator

a. July 23, 2019, September 3, 2019, September 17, 2019 and October 8, 2019

## B) Development Permit Applications approved/denied by Development Officer since the last MPC meeting:

a. Development Permit Application 19-DP-046
 Phil Byam
 Lots 28-30, Block 18, Plan 1117V (618 2 Street SE)
 Approved: Accessory Building – Portable Garage

b. Development Permit Application 19-DP-047 Bishop Koch

Lots 13-14, Block 1, Plan 7361JK (14 Birch Court SE)

Approved: Permit to Stay

#### Page 2 of 4

#### Municipal Planning Commission Meeting Minutes – October 16, 2019

c. Development Permit Application 19-DP-048
 NewRock Developments
 Lot 5, Block 10, Plan 0913590 (914 9 Avenue SE)
 Approved: Duplex

d. Development Permit Application 19-DP-049
 Trevor Evans
 Lot 6, Block 10, Plan 0913590 (1122 9 Avenue SE)
 Approved: Hot Tub

e. Development Permit Application 19-DP-050
 Lana Major
 Unit 14, Plan 0714919 (138 3 Street NE)
 Approved: Home Occupation – Nail Salon – Manicures & Gel Nails

f. Development Permit Application 19-DP-051
 Badlands Truck & Trailer Repair
 Lot 1, Block 1, Plan 7510870 (#1 602 South Railway Drive NE)
 Approved: Free Standing Sign

g. Development Permit Application 19-DP-052
 Julio's Electric
 Lot 8, Block 13, Plan 0913590 (927 Memorial Drive SE)
 Approved: Hot Tub

h. Development Permit Application 19-DP-053
 NalCo
 Lot 12, Block 5, Plan 7911064 (1811 Broadway Avenue E)
 Approved: Change of Use – Oil & Gas Service Industry

i. Development Permit Application 19-DP-054
 Folium Biosciences
 Lot 10, Block C, Plan 0414274 (1711 Dirkson Drive NE)
 Approved: Change of Use – Light Manufacturing

j. Development Permit Application 19-DP-055
 Yuuup Storage
 Lot 7, Block A, Plan 9111515 (315 Mitchell Street N)
 Approved: Change of Use – Storage Yard – Mini Storage

k. Development Permit Application 19-DP-056
 Vince Walker
 Lot 53, Block 121, Plan 0714603 (236 4 Street NW)
 Approved: Accessory Building – Detached Garage

Development Permit Application 19-DP-057
 Carter Law Office
 Lot 53, Block 130, Plan 1511392 (31 3 Street NW)
 Approved: Permit to Stay

m. Development Permit Application 19-DP-058
 Andre Thierren
 Lots 1-3, Block 47, Plan 1117V (235 5 Street SE)
 Approved: Boulevard Development

n. Development Permit Application 19-DP-059
 Dylan Besplug
 Lots 9-10, Block 29, Plan 1117V (321 Main Street S)
 Approved: Home Occupation – Office Use Only

#### Page 3 of 4

Municipal Planning Commission Meeting Minutes – October 16, 2019

o. Development Permit Application 19-DP-060 Matthew Clark

Lot 20, Block 80, Plan 9310188 (30 6 Street NE) Approved: Accessory Building – Garden Shed

p. Development Permit Application 19-DP-061 Sillinger Construction

Lot 10, Block A, Plan 4870AL (515 7 Street SE)

Approved: Accessory Building – Garage

q. Development Permit Application 19-DP-062
 Dwelling Places Inc.

Lot 29, Block 10, Plan 0913590 (944 Maskell Place SE)

Approved: Single Family Home

r. Development Permit Application 19-DP-063

Dwelling Places Inc.

Lot 28, Block 10, Plan 0913590 (948 Maskell Place SE)

Approved: Single Family Home

s. Development Permit Application 19-DP-064

Ask The Experts

Lot 10, Block 6, Plan 9711977 (#8–1500 South Highway Drive SE)

Approved: Change of Use - Office Space

t. Development Permit Application 19-DP-065

Wildrose Custom Homes

Lots 15-16, Block 16, Plan 1117V (409 1 Street SE)

Approved: Renovations to Home

u. Development Permit Application 19-DP-066

Trudy McKinnon

Lots 11-12, Block 25, Plan 1117V (317 4 Street SE)

Approved: Boulevard Development

v. Development Permit Application 19-DP-067

Sara Weins

Lots 9-10, Block 25, Plan 1117V (321 4 Street SE)

Approved: Boulevard Development

w. Development Permit Application 19-DP-068

Geri Works

Lot 6, Block 2, Plan 123JK (6 Elm Court SE)

Approved: Home Occupation

- C) Appeals of Development Decisions received since the last MPC Meeting.
  - a. No Appeals of Development decisions have been received.
- D) SDAB Decisions rendered since the last MPC Meeting.
  - No SDAB Decisions have been rendered since the last MPC meeting.
- E) Council Decisions and Direction related to the Land Use Bylaw since the last MPC.
  - a. No Decisions or Directions related to the Land Use Bylaw have been received
- F) Items Received for Information
  - a. No items received for information have been received.



Page 4 of 4

Municipal Planning Commission Meeting Minutes - October 16, 2019

Carried.

#### 5. DEVELOPMENT APPLICATION(S) FOR MPC APPROVAL

A) Development Permit Application 19-DP-071 **BL** and Son Custom Contracting Ltd. Lots 11-12, Block 54, Plan 1117V (101 1 Street SE) **Secondary Suite** 

L. Leipert moved that Development Permit Application 19-DP-071 for a Secondary Suite located at Lots 11-12, Block 54, Plan 1117V (101 1 Street SE) be approved subject to the following conditions:

- 1. The provisions of the Town of Redcliff's Land Use Bylaw (1698/2011);
- 2. Approval by the Development Authority does not exclude the need and/or requirements of the Applicant to obtain any and all other permits as may be required by this or any other legislation, bylaw, or regulation;
- 3. The Development Authority may, by notice in writing, suspend a Development Permit where development has occurred in contravention to the terms and conditions of the permit and /or Land Use Bylaw;
- 4. One off street parking stall to be for the exclusive use of the Garden Suite:
- 5. Any exterior changes must compliment or enhance the outside of the buildina.
- Denied because in the opinion of MPC the application did not meet the conditions of Bylaw 1698/2011 (Land Use Bylaw), Section 11, Clause 6 (a):
  - (6) The Commission is authorized to decide upon an application for a Development Permit, even though the proposed development does not comply with this Bylaw or a non-conforming building if, in the opinion of the Commission:
    - the proposed development would not
      - i. Unduly interfere with the amenities of the neighbourhood, or
      - materially interfere with or affect the use, enjoyment or value of ii. neighbouring properties,

#### 6. ADJOURNMENT

| J. Steinke moved adjournment of the meeting at 12 | 2:44 p.m. – Carried. |
|---------------------------------------------------|----------------------|
|                                                   | Chairman             |
| -                                                 | Recording Secretary  |

# MINUTES OF THE SPECIAL MUNICIPAL PLANNING COMMISSION WEDNESDAY OCTOBER 23, 2019 – 10:30 AM TOWN OF REDCLIFF

| PRESE | ENT:    | Members:                                                                                                                                      | B. Duncan, S. Gale, L. Leipert,<br>J. Beach, J. Steinke, N. Stebanuk,<br>B. Vine |
|-------|---------|-----------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------|
|       |         | Development Officer Director of Planning & Engineering Technical Assistant/Recording Secretary                                                | B. Stehr<br>J. Johansen<br>R. Arabsky                                            |
| ABSEN | NT:     | Members:                                                                                                                                      |                                                                                  |
| 1.    | CALL    | TO ORDER                                                                                                                                      |                                                                                  |
|       | B. Dur  | ncan called the meeting to order at 10:30 a.m                                                                                                 |                                                                                  |
| 2.    | ADOP    | TION OF AGENDA                                                                                                                                |                                                                                  |
|       | L. Leip | ert moved that the agenda be adopted as pr                                                                                                    | esented. – Carried.                                                              |
|       |         | ert declared a potential pecuniary interest ar<br>L. Leipert left the meeting at 10:31 a.m and                                                |                                                                                  |
| 3.    | ITEMS   | FOR MPC COMMENT                                                                                                                               |                                                                                  |
|       | A)      | Land Use Bylaw Amendment – to amend<br>Overlay Map to include Lot 4, Block 85, F<br>Avenue E)                                                 |                                                                                  |
|       | amend   | e moved, with regard to the Application for La<br>I the Cannabis Retail Store Overlay Map to in<br>roadway Avenue E), that the following comm | nclude Lot 4, Block 85, Plan 755AD                                               |
|       | for Lar | nsus of the Municipal Planning Commission<br>nd Use Bylaw Amendment to amend the Can<br>e the property at Lot 4, Block 85, Plan 755AD         | nabis Retail Store Overlay Map to                                                |
|       | - Carri | ed.                                                                                                                                           |                                                                                  |
| 4.    | ADJO    | URNMENT                                                                                                                                       |                                                                                  |
|       | J. Stei | nke moved adjournment of the meeting at 10                                                                                                    | :40 a.m. – Carried.                                                              |
|       |         |                                                                                                                                               | Chairman                                                                         |
|       |         |                                                                                                                                               | Ondimian                                                                         |

Recording Secretary

#### **TOWN OF REDCLIFF**

#### **REQUEST FOR DECISION**

**DATE:** October 28, 2019

PROPOSED BY: Planning & Engineering

**TOPIC:** Bylaw 1891/2019 Land Use Bylaw Amendment – to include a property in

the Cannabis Retail Store Overlay Map.

**PROPOSAL:** That Council consider giving first reading to the proposed amendment to

the Land Use Bylaw to include 205 Broadway Avenue E (Lot 4; Block 5; Plan 755AD) in the Cannabis Retail Store Overlay Map (see attached

map).

#### **BACKGROUND:**

On October 21, 2019 K. Ahlm of 2215551 Alberta Ltd. made application to include 205 Broadway Avenue E in the Cannabis Retail Store Overlay Map. The purpose is to allow for a Retail Cannabis Store in that location.

The proposed Land Use Bylaw amendment was presented to the Municipal Planning Commission at a special MPC meeting on Wednesday October 23, 2019. MPC's comments are as follows:

S. Gale moved, with regard to the Application for Land Use Bylaw Amendment to amend the Cannabis Retail Store Overlay Map to include Lot 4, Block 85, Plan 755AD (205 Broadway Avenue E), that the following comment be submitted to Council:

Consensus of the Municipal Planning Commission is that it is in support the application for Land Use Bylaw Amendment to amend the Cannabis Retail Store Overlay Map to include the property at Lot 4, Block 85, Plan 755AD (205 Broadway Avenue E).

#### **POLICY / LEGISLATION:**

Part 2, Division1, Section 8 of the *Municipal Government Act*Part VI Land Use Bylaw Amendments, Section 32 – 39 of the Redcliff Land Use Bylaw (1698/2011)

#### **STRATEGIC PRIORITES:**

N/A

#### ATTACHMENTS:

Application for Land Use Amendments – 221551 Alberta Ltd. Proposed Land Use Amending Bylaw 1891/2019

#### **OPTIONS:**

- That Council give first reading to Bylaw 1891/2019, being an amendment to the Land Use Bylaw to include Lot 4, Block 85, Plan 755AD (205 Broadway Avenue E) in the Cannabis Retail Store Overlay Map. Following the first reading Administration will proceed to provide notice and advertise for a public hearing in accordance with the Municipal Government Act.
- 2. That Council not give first reading to Bylaw 1891/2019.

| IVECOMINATE MADE HOLD | RECOMMENDATIO | N: |
|-----------------------|---------------|----|
|-----------------------|---------------|----|

Option 1

| SI | IG  | GES | STE              | DI   | 101 | TIO! | N/ | SI |    |
|----|-----|-----|------------------|------|-----|------|----|----|----|
| JU | יטי | GE, | $\circ$ $\vdash$ | D IV |     |      | w  | J. | ١. |

Councillor \_\_\_\_\_ moved that Bylaw 1891/2019, being an amendment to the Land Use Bylaw, to include Lot 4, Block 85, Plan 755AD (205 Broadway Avenue E in the Retail Cannabis Store Overlay Map, be given first reading.

SUBMITTED BY:

Department Head

#### **Zoning Amendment Proposal**

I, Keith Ahlm, on behalf of 2215551 Alberta would like to formally request that a zoning amendment be made for 205 Broadway Ave E, Redcliff.

The zoning currently excludes this property from the area (zoning overlay) of locations that may be used for the purpose of Retail Recreational Cannabis Stores. This is because it was within 100m of a children's daycare center (sensitive area). Now that the daycare in question is no longer in operation, and the location will not be used for a daycare, I believe there is no reason why this amendment could not be made. This would be acceptable to the Alberta Gaming Liquor and Cannabis Commission (AGLC) in regards to the sensitive use proximity regulations, and I hope you agree.

Thank you!



### APPLICATION FOR LAND USE AMENDMENT

| Owner of S  | ite:    | Name:            | 2215551 Alberta Ltd.                                                                                                                                              |
|-------------|---------|------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|             |         | Address          | 1284 Crockford Cres NW<br>Medicine Hat, Ab                                                                                                                        |
|             |         | Postal Code:     | T1A7C5                                                                                                                                                            |
| Agent of Ov | wner:   | Name:            |                                                                                                                                                                   |
|             |         | Address:         |                                                                                                                                                                   |
|             |         | ~                |                                                                                                                                                                   |
|             |         | Postal Code:     |                                                                                                                                                                   |
| Telephone   | Numbe   | r 403            | -878-2552                                                                                                                                                         |
| Existing La | nd Use  | Zoning: Car      | Downtown Commercial- Dutside Cannabis Overlay mag                                                                                                                 |
| Proposed L  | and Us  |                  | Downtown Connercial - Inside Cannabis Overla                                                                                                                      |
| Municipal A | ddress  | 101              | 205 Broadway Ave E Redcliff                                                                                                                                       |
| Legal Land  | Descrip |                  |                                                                                                                                                                   |
| Enclosures  |         |                  |                                                                                                                                                                   |
|             | a)      | Copy of Certific | cate of Title for Effected lands.                                                                                                                                 |
|             | b)      |                  | Agent is authorized by Owner.                                                                                                                                     |
|             | c)      |                  | easons in support of application.                                                                                                                                 |
|             | d)      | Vicinity map of  | an appropriate scale indicating the location of the parcel and its the existing land uses and developments within                                                 |
|             |         | 60 m of the par  | cel boundaries.                                                                                                                                                   |
|             | e)      | explaining why   | ion is for a district change to DC – Direct control district a statement particular control is needed to be exercised over the parcel and why is not appropriate. |
|             | f)      | Fee, as establis | shed by resolution of Town Council, which shall include a standard plus the cost of advertising for the public hearing.                                           |
| The Municip | pal Mar | nager may:       |                                                                                                                                                                   |
| (a)         |         |                  | ot been supplied, or                                                                                                                                              |
| (b)         |         |                  | on complete without all of the information required by subsection a decision can be properly made with the information supplied.                                  |
| T           | _       |                  | Oct 21, 2019                                                                                                                                                      |
|             | AND/O   | R OWNER'S AGE    |                                                                                                                                                                   |

Authentisign ID: 020E05E0-3289-4738-9C97-980405864FA5

O AREA Alberta Rest Extete
Association

| B19-025  |        |
|----------|--------|
| Contract | Number |

#### COMMERCIAL PURCHASE CONTRACT

|          | THE SELLER                                                                            | Between and                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | THE BUYER                                                                                                                                                                                                                  |
|----------|---------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Name     | Rattana Meesri                                                                        | Name 221555                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | i Alberta Ltd                                                                                                                                                                                                              |
| Name     | ·                                                                                     | Name                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                            |
| 1.       | THE PROPERTY                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                            |
| 1.1      | The Property is:                                                                      | ×                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                            |
|          | (a) the land located                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                            |
|          | at: Municipal Address: 205 Broadway                                                   | Avenue E                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                            |
|          | Redclift                                                                              | THE RESIDENCE OF THE PARTY OF T | TOJ 2P0                                                                                                                                                                                                                    |
|          | Legal description: Plan 755AD                                                         | Block/Unit 85                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Lot 4                                                                                                                                                                                                                      |
|          | Excepting thereout all mines and mineral                                              | s unless otherwise stated                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                            |
|          | (the "Lands")                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                            |
|          | (b) all buildings and other improvem                                                  | ents on the Lands (the "Buildings");                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                            |
|          | (c) these unattached goods:                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                            |
|          | (d) the attached goods except for:                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                            |
|          | (e) the following tenancies where the described in the schedules select               | seller is the landlord and the buyer is assu<br>ded as attached in clause 9.1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | uming these leases ("Accepted Tenancies"), or as                                                                                                                                                                           |
|          | If the Property is a condominium, the leg<br>Schedule, selected as attached in clause | 9.1 below.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | in the Commercial Condominium Property                                                                                                                                                                                     |
| 2.       | PURCHASE PRICE AND COMPLETION                                                         | IDAY (KA)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | * ]                                                                                                                                                                                                                        |
| 2.1      | The purchase price is: \$                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | _plus GST (the "Purchase Price").                                                                                                                                                                                          |
| 2.2      | With respect to GST payable if the buyer                                              | r is:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                            |
|          | on or before the Completion D                                                         | bay. The seller shall remit the GST to the<br>armless from and against all costs and exp                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | hall remit the applicable GST to the seller's lawyer<br>e Receiver General as required by law, and will<br>penses (including legal fees on a solicitor/dient full<br>of the seller's failure to remit GST pursuant to this |
| This for | rm was developed by the Alberta Real Estate                                           | Association for the use of its members and men                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | y not be altered electronically by any person. Others who                                                                                                                                                                  |
| 36 JAN   | N2019_AREA9                                                                           | Tuse this document do so at their own risk.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                            |
|          | -                                                                                     | Servis Means 13.7-1 Eujer                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | s tallids Page 1 WERForms Duni                                                                                                                                                                                             |

Authoritisign ID-02CE05E0-1283-4736-9C07-360A05E0-FAS

- (b) a GST registrant under the Excise Tax Act (Canada), then the buyer will provide the seller with proof and details of the buyer's GST registration before the Completion Day. The buyer will assume the liability for all GST payable pursuant to the Excise Tax Act (Canada) accruing in respect of this transaction and will indemnify and save the seller harmless from and against all costs and expenses (including legal fees on a solicitor/client full indemnity basis) that the seller may incur or become subject to as a result of the buyer failing to comply with its obligations pursuant to this clause.
- This contract will be completed, the Purchase Price fully paid, and vacant possession given to the buyer at 12 noon on October 31 \_\_\_\_\_\_, 20\_19 \_\_\_\_\_ (the "Completion Day"), subject to the rights of the tenants in the Accepted Tenancies, if any.
- 2.4 After the date that acceptance of this contract is communicated, the seller shall not make any changes to any of the leases pertaining to the Accepted Tenancies without the buyer's consent in writing.
- 2.5 The seller represents and warrants that on the Completion Day, the Property will be in substantially the same condition as when this contract was accepted, and the attached and unattached goods will be in normal working order.

#### 3. GENERAL TERMS

- 3.1 In fulfilling this contract, the seller and buyer agree to act reasonably and in good faith and agree that:
  - (a) unless the seller, buyer or both have agreed to alternate representation, the seller and buyer are each represented by their own sole agent and those agents have no agency responsibility to the other party;
  - (b) the laws of Alberta apply to this contract;
  - (c) Alberta time applies to this contract. Time is of the essence, which means times and dates will be strictly followed and enforced;
  - Business Day means every day but Saturday, Sunday and statutory holidays and includes all the hours of the day;
  - (e) a reference to the seller or buyer includes singular, plural, masculine, feminine or an entity like a corporation;
  - (f) the seller will disclose known Material Latent Defects. Material Latent Defects means a defect in the Property that is not discoverable through a reasonable inspection and that will affect the use or value of the Property;
  - (g) the seller and buyer are each responsible for completing their own due diligence and will assume all risks if they do not;
  - (h) the seller will ensure the seller's representations and warranties are true by:
    - (i) reviewing documents such as a Real Property Report (RPR), land title, registrations on title, leases and contracts;
    - (ii) determining non-resident status for income tax purposes;
    - (iii) conducting due diligence searches, such as litigation and personal property security registry searches; and
    - (iv) doing other needed research;
  - (i) the buyer may get independent inspections or advice on items such as condominium documents, land title, registrations on title, RPR, current and future use, building and mechanical systems, property insurance, title insurance, size of the Lands and Buildings, interior and exterior measurements, leases, estoppel certificates pertaining to Accepted Tenancies, registrations affecting the unattached goods and attached goods, and other items important to the buyer;
  - sections 12 and 13 of the Condominium Property Act (Alberta) relating to sale of units by developers and rescission of purchase agreements do not apply;
  - (k) contract changes that are agreed to in writing will supersede the pre-printed clauses;
  - (I) the seller and buyer will read this contract and seek relevant advice before signing it;

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|     | -       | Amostino.                                                                                                                                                                                                                                                                                                              |
|-----|---------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|     | (m)     | the brokerages, real estate board and listing services may keep and disclose relevant information about this transaction for reporting, statistical, property evaluation and closing purposes; and                                                                                                                     |
|     | (n)     | the Sciler/Buyer's (seller's or buyer's) brokerage will provide this contract and related documents to the appointed lawyers for the purpose of closing this contract.                                                                                                                                                 |
| 4.  | DE      | DSITS                                                                                                                                                                                                                                                                                                                  |
| 4.1 |         | eller and buyer agree that clauses 4.2 through 4.9 are the terms of trust for the Deposits. "Deposits" means the amounts ble under clauses 4.3 and 4.4, and "Deposit" means either of them.                                                                                                                            |
| 4.2 | The     | eller and buyer appoint Orange Jigsaw Real Estate as trustee (the "Trustee") for the Deposit                                                                                                                                                                                                                           |
| 4.3 | The Bar | Draft will pay a deposit of \$2,000,00 , which will form part of the Purchase Price, to the Trustee by (method of payment) on or before October 21, 2019                                                                                                                                                               |
| 4.4 | The     | uyer will pay an additional deposit of \$ 0.00, which will form part of the Purchase Price, to the Trustee by, method of payment), on or before                                                                                                                                                                        |
| 4.5 |         | buyer fails to pay a Deposit as required by this contract, the seller may void this contract at the seller's option by giving the written notice. The seller's option expires whenever the seller accepts a deposit, even if late.                                                                                     |
| 4.6 | The     | rustee will deposit the Deposits into a trust account within three Business Days of receipt.                                                                                                                                                                                                                           |
| 4.7 | Inte    | st on the Deposits will not be paid to the seller or buyer.                                                                                                                                                                                                                                                            |
| 4.8 |         | Deposits will be held in trust for both the seller and buyer. Provided funds are confirmed, the Deposits will be disbursed, without notice, as follows:                                                                                                                                                                |
|     | (a)     | to the buyer, if after this contract is accepted:                                                                                                                                                                                                                                                                      |
|     |         | (i) a condition is not satisfied or waived in accordance with clause 8.4;                                                                                                                                                                                                                                              |
|     |         | (ii) the seller voids this contract for the buyer's failure to pay an additional deposit in the case where an initial deposit has been paid by the buyer; or                                                                                                                                                           |
|     |         | (iii) the seller fails to perform this contract;                                                                                                                                                                                                                                                                       |
|     | (b)     | to the seller, if this contract is accepted and all conditions are satisfied or waived, and the buyer fails to perform this contract; o                                                                                                                                                                                |
|     | (c)     | applied against the Fee owed by the seller by payment directly out of trust to the brokerage(s), with any excess amount paid in the seller's lawyer no later than three Business Days prior to the Completion Day, "Fee" means the amount, plus GS bowed to a real estate brokerage under a written service agreement. |
|     | (d)     | If the seller or buyer fails or refuses to complete this contract, the other party may seek all remedies, such as claims for deposit<br>and damages, and reasonable costs including legal fees and disbursements on a solicitor/client full indemnity basis.                                                           |
| 4.9 | The     | lisbursement of Deposits, as agreed to in this clause, will not prevent the seller or buyer from pursuing remedies in clause 12.                                                                                                                                                                                       |
| 5.  | LA      | O TITLE                                                                                                                                                                                                                                                                                                                |
| 5.1 | Title   | the Property will be free of all encumbrances, liens and interests except for:                                                                                                                                                                                                                                         |
|     | (a)     | hose implied by law;                                                                                                                                                                                                                                                                                                   |
|     | (b)     | non-financial obligations now on title, such as easements, utility rights-of-way, covenants and conditions that are normally found registered against property of this nature; and                                                                                                                                     |

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(c) the following encumbrances that the buyer agrees to accept:

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6.51. Separation KA Boyer Inter-

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#### 15. CONFIRMATION OF CONTRACT TERMS

- 15.1 The seller and buyer confirm that this contract sets out all the rights and obligations they intend for the purchase and sale of the Property and that:
  - (a) this contract is the entire agreement between them; and
  - (b) unless expressly made part of this contract, in writing:
    - verbal or written collateral or side agreements or representations or warranties made by either the seller or buyer, or the seller's or buyer's brokerage or agent, have not and will not be relied on and are not part of this contract; and
    - (ii) any pre-contractual representations or warranties, howsoever made, that induced either the seller or buyer into making this contract are of no legal force or effect.

|              | Seller's Initials                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Buyer's Initials KA                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|--------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 16.          | LEGAL OBLIGATIONS BEGIN                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 16.1         | The legal obligations in this contract begin when the accebind the seller and the buyer as well as their heirs, admin                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | epted contract is delivered in person or sent by fax or email. The obligation<br>istrators, executors, successors and assigns.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 17.          | OFFER                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 17.1         | The buyer offers to buy the Property according to the term                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | ns of this contract.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 17.2         | This offer/counter offer shall be open for acceptance in w                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | riting until 7 : 00 P.m. on October 17 , 20 19 .                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| SIGN         | IED AND DATED at Medicine Hat . Alberta at 11                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 30 P.m. on October 16 , 2019 .                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
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| Signatu      | Tree of Buyer or Authorized Signatory of Buyer                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Signature of Witness                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|              | ure of Buyer or Authorized Signatory of Buyer                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Signature of Witness                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 22           | 215551 Per Kerth Allm                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Signature of Witness  Print Name of Witness                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 22           | ure of Buyer or Authorized Signatory of Buyer                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
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| SIGNED AND DATED at Calgary , Alberta at                                         | .5.000                                              |
|----------------------------------------------------------------------------------|-----------------------------------------------------|
| 2 (3                                                                             |                                                     |
| عرام المرابع                                                                     |                                                     |
| gramme of Seller McClinorized Signatory of Seller                                | Signature of Witness                                |
| Rattana Meesri                                                                   |                                                     |
| int Name of Seller or Authorized Signatory of Seller                             | Print Name of Witness                               |
| gnature of Seller or Authorized Signatory of Seller                              | Signature of Witness                                |
| int Name of Seller or Authorized Signatory of Seller                             | Print Name of Witness                               |
| eller's GST#                                                                     |                                                     |
| EJECTION  we do not accept this offer/counter offer. No counter offer is being r | nade.                                               |
| IGNED AND DATED at, Alberta                                                      | at :                                                |
|                                                                                  |                                                     |
| gnature of Seller or Authorized Signatory of Seller                              | Signature of Buyer or Authorized Signatory of Buyer |
| gnature of Seller or Authorized Signatory of Seller                              | Signature of Buyer or Authorized Signatory of Buyer |
|                                                                                  |                                                     |

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#### Preview

SHORT LEGAL LINC 0020 706 669 755AD;85;4

TITLE NUMBER 191 081 885

LEGAL DESCRIPTION

PLAN 755AD BLOCK 85 LOT 4

EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE

ATS REFERENCE: 4;6;13;8;NE

MUNICIPALITY: TOWN OF REDCLIFF

REFERENCE NUMBER: 141 130 127

REGISTERED OWNER(S)

REGISTRATION DATE(DMY) DOCUMENT TYPE VALUE CONSIDERATION

191 081 885 01/05/2019 TRANSFER OF LAND \$140,000 \$140,000

OWNERS

RATTANA MEESRI

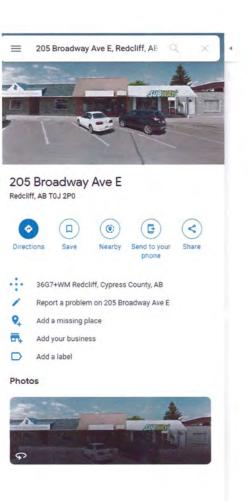
OF 143 COUGAR RIDGE DRIVE SW

CALGARY

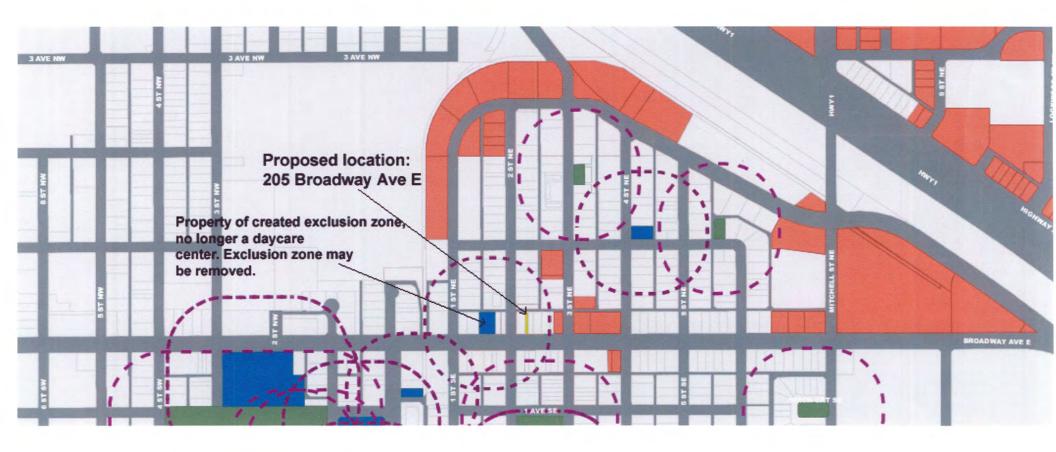
ALBERTA T3H 4X6

(DATA UPDATED BY: CHANGE OF ADDRESS 191154098)

Close







#### **BYLAW 1891/2019**

#### **TOWN OF REDCLIFF**

## A BYLAW OF THE TOWN OF REDCLIFF IN THE PROVINCE OF ALBERTA FOR THE PURPOSE OF AMENDING BYLAW 1698/2011 BEING THE REDCLIFF LAND USE BYLAW

WHEREAS the land described at

#### **Legal Description**

#### **Civic Address**

Lot 4, Block 85, Plan 755AD

205 Broadway Avenue E

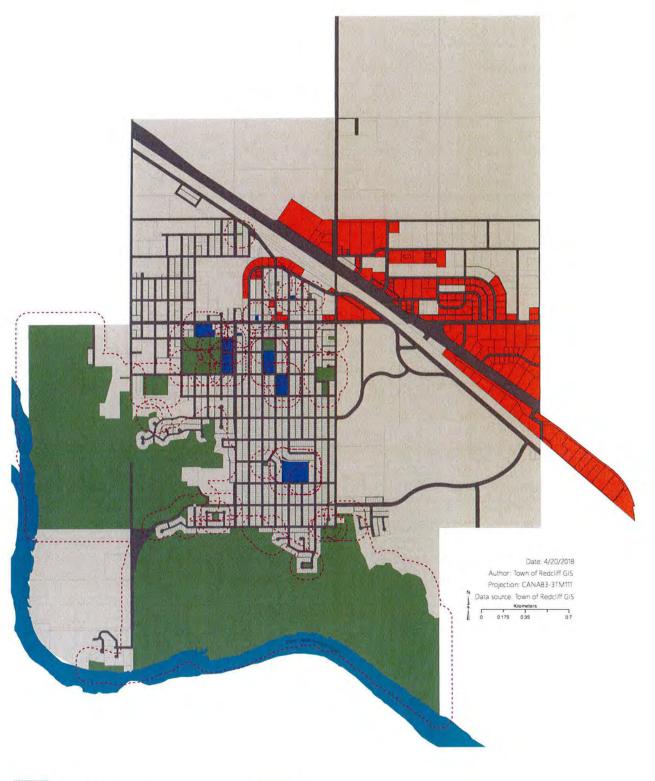
Herein referred to as "Subject Lands A, is currently outside the Map A Retail Cannabis Store Overlay in the Land Use Bylaw.

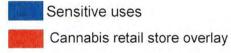
**AND WHEREAS** Redcliff Town Council has received an application and desires to include the Subject Lands A in the Map A Retail Store Cannabis Overlay Map of the Redcliff's Land Use Bylaw (1698/2011).



|                  |                                                                                                                                                        |                 | ed documents were made av<br>as required by the Municipal   |                      |
|------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|-------------------------------------------------------------|----------------------|
|                  |                                                                                                                                                        |                 | o this Bylaw was held in Cou<br>y of A                      |                      |
|                  |                                                                                                                                                        |                 | Redcliff in open meeting ass<br>Bylaw, be amended as follow |                      |
| 1)               | This Bylaw may be cited as the Town of Redcliff Land Use Amending Bylaw 1891/2019.                                                                     |                 |                                                             |                      |
| 2)               | The land described as                                                                                                                                  |                 |                                                             |                      |
|                  | <u>Legal Description</u><br>Lot 4, Block 85, Plan                                                                                                      | 755AD           | <u>Civic Address</u><br>205 Broadway Avenue E               |                      |
|                  | Is hereby in the Map A                                                                                                                                 | Cannabis Re     | tail Store Overlay Map                                      |                      |
| 3)               | Administration is authorized to update the Land Use Bylaw Map A Cannabis Retail Store Overlay Map to be consistent with this Land Use Bylaw Amendment. |                 |                                                             |                      |
| 4)               | This Bylaw shall come                                                                                                                                  | into force on t | the date of the final reading a                             | and signing thereof. |
| <b>READ</b> a fi | rst time this                                                                                                                                          | day of          |                                                             | 2019 A.D.            |
| <b>READ</b> a s  | econd time this                                                                                                                                        | day of          |                                                             | 2019 A.D.            |
| <b>READ</b> a th | nird time this                                                                                                                                         | day of          |                                                             | 2019 A.D.            |
| PASSED :         | and <b>SIGNED</b> this                                                                                                                                 | day of          |                                                             | 2019 A.D.            |

## Map A Cannabis Retail Stores Overlay map









## TOWN OF REDCLIFF REQUEST FOR DECISION

**DATE:** October 28, 2019

**PROPOSED BY:** Legislative & Land Services

**TOPIC:** Encroachment Permit Application – Lot 7, Block A, Plan 9111515

(315 Mitchell Street NE)

**PROPOSAL:** To not enter into an encroachment agreement with Rodney Schmidt

#### BACKGROUND:

An Encroachment Permit Application has been received from Rodney Schmidt who owns 315 Mitchell Street NE (Lot 7, Block A, Plan 9111515). The Real Property Report provided indicates that a fence encroaches into Mitchell Street NE by as much as 11.77 meters as shown on the attached Real Property Report.

The Encroachment Permit Bylaw (Bylaw 1751/2013) states that where the encroaching structure encroaches more than 0.31 meters onto Town of Redcliff property the request for an encroachment permit shall be forwarded to Council for consideration.

The Public Services Department, Planning and Engineering Department, and Development Officer have been asked to provide their comments:

Public Services Department: Opposed to granting the encroachment permit. Utility right-of-ways must be clear and maintained; an 11-metre offset for a fence is unacceptable and the precedent cannot be allowed to continue.

Planning and Engineering Department: Opposed to granting the encroachment permit at this time. The right-of-way will be required as part of the North Water Reservoir and Pumphouse Project. If the full width of the right-of-way is not available for construction of the waterline going north, then the Town will incur additional costs. All three properties on Mitchell Street should be required to move their fences and remove any material they have placed in the right-of-way to facilitate the Town's project.

Development Officer: Opposed to the encroachment permit because of how far into the road right-ofway the fence encroaches, which has created a false 'property line' for 301, 315, and 325 Mitchell Street NE. The following was noted during a site visit:

- The only encroachment at the site is a 5' wire farm fence;
- The properties adjacent to the site have fences which encroach into the road right-of-way with similar distances;
- The properties adjacent to the site have both allowed development in the road right-of-way.

#### ATTACHMENTS:

- Encroachment Permit Application
- Bylaw 1751/2013

· Pictures of site

#### **OPTIONS:**

- 1. To refuse the encroachment permit application from Rodney Schmidt of 315 Mitchell Street NE (Lot 7, Block A, Plan 9111515). Further that the applicant be contacted to bring the encroaching structure into conformance with the Land Use Bylaw.
- 2. To enter into an encroachment agreement with Rodney Schmidt of 315 Mitchell Street NE (Lot 7, Block A, Plan 9111515).

|   | _ | _ | _             |     |     | <br>       |   |   | _             |    |    |
|---|---|---|---------------|-----|-----|------------|---|---|---------------|----|----|
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|   |   |   |               |     |     |            |   |   |               |    |    |

That Council considers Option 1.

#### SUGGESTED MOTIONS:

| 1. | Councillor        | moved the encroachment permit application from Rodney Schmidt of            |
|----|-------------------|-----------------------------------------------------------------------------|
|    | 315 Mitchell Stre | et NE (Lot 7, Block A, Plan 9111515) be refused. Further that the applicant |
|    | be contacted to I | oring the encroaching structure into conformance with the Land Use Bylaw.   |

| 2. | Councillor      | moved that the Municipal Manager be authorized to sign an             |
|----|-----------------|-----------------------------------------------------------------------|
|    | encroachment ag | reement with Rodney Schmidt of 315 Mitchell Street NE (Lot 7, Block A |
|    | Plan 9111515).  |                                                                       |

SUBMITTED BY:

Department Head

Municipal Manager



October 3, 2019

Town of Redcliff Box 40 1 3<sup>rd</sup> Street NE Redcliff Alberta T0J 2P0 OCT 10 2019
TOWN OF REDCLIFF

Dear Sir:

RE: 315 Mitchell Street NE, Redcliff Alberta

Further to the above noted property, enclosed is the following:

- Encroachment Permit with Real Property Report attached;
- 2. Our trust cheque in the amount of \$100.00.

I would ask that you please provide my office with a copy of the Encroachment Agreement when the same becomes available.

Should you require anything further from my office please do not hesitate to contact me.

Yours truly,

In Muni mum DARREN D. CAHOON

DDC/mm Encl.

.....

Thomas Hamilton tom@hamiltoncahoon.ca

Darren Cahoon darren@hamiltoncahoon.ca

mmm

phone 403-487-1495 fax 403-487-1496 202, 462 4<sup>TH</sup> Street SE Medicine Hat, AB T1A OK6

hamiltoncahoon.ca

umm

An association of independent practices

follows:

#### SCHEDULE "A"

#### TOWN OF REDCLIFF ENCROACHMENT PERMIT

| Redrey Schmidt Prosident of Rouy Enterprise as Lot(s) 7 Block A Plan 911815 hereby make a                                                                                                                                                                                      | described |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|
| for an Encroachment Permit In accordance with the right of the Town of Redcliff to Is                                                                                                                                                                                          |           |
| I submit the information as part of this permit that the existing building(s) or structure to be wholly situated upon the lands located at 315 MACHELL Street legally described as: Lot(s), Block _A, Plan 9111515                                                             | NE        |
| fact, encroach upon a portion of: Town of Redcliff property on the Survey Certificate attached hereto and forming part of the Permit.                                                                                                                                          | _as shown |
| The Town of Redcliff is empowered under the Land Titles Act to grant a permit with conditions and terms that the Town may specify, to the owner of a building or struct encroaches on a road, street, lane or other public place permitting the building or st remain thereon. | ure that  |
| The Town of Redcliff grants this Encroachment Permit under the terms and condition                                                                                                                                                                                             | ons as    |

- i) I will provide a Real Property Report (copy to be attached to this document) at no cost to Town of Redcliff, and prepared by a Registered Alberta Land Surveyor;
- ii) I will indemnify the Town of Redcliff from any damage or liability associated with the encroaching structure;
- III) I will indemnify the Town of Redcliff for any damages that may occur to the encroaching structure resulting from the need to maintain or construct in the area of the encroachment;
- iv) I will agree to removal of the encroaching structure, at no cost to the Town of Redcliff, should in the opinion of the Town of Redcliff such structure has become

dilapidated or damaged;

- v) I will agree to removal of the encroaching structure, at no cost to the Town of Redcliff, should the Town of Redcliff need access to the encroached upon area in the event of utility maintenance, new utility construction, roadway maintenance or new roadway construction.
- vi) I am aware no application for development permits on this property can, by legislation, be approved by a development authority as long as any development on this property does not conform to the current Land Use Bylaw of the Town of Redcliff.
- vii) I agree that the encroaching structure shall not be added to, rebuilt or structurally altered except:
  - a. as may be necessary to remove the encroachment; or
  - b. as may be necessary for the routine maintenance of the encroachment.
- viii) I acknowledge this permit may be terminated by Town of Redcliff upon 30 days notice issued to me at the address indicated on the taxation records of the Town of Redcliff.

APPLICANT

| Approved on behalf of Town of Redcliff this the _ | day of,           |
|---------------------------------------------------|-------------------|
|                                                   |                   |
|                                                   |                   |
|                                                   |                   |
|                                                   | MUNICIPAL MANAGER |

# A perta Land Surveyor's Real Property Report

Date of Survey: April 9, 2019

To: Hamilton Cahoon Lawyers

#202, 462 - 4 Street SE, Medicine Hat

Re: Lot 7, Block A, Plan 911 1515

#315 Mitchell Street NE, Redcliff

(David Minor)

#### TITLE INFORMATION:

TITLE NUMBER: 171 278 128 DATE OF TITLE SEARCH: MARCH 4/19

PROPERTY IS SUBJECT TO:

UTILITY RIGHT OF WAY PLAN 911 1516

911 173 439

#### **CERTIFICATION:**

I hereby certify that this Report, which includes the attached plan and related survey, was prepared and performed under my personal supervision and in accordance with the Manual of Standard Practice of the Alberta Land Surveyors' Association and supplements thereto. Accordingly within those standards and as of the date of this report, I am of the opinion that:

- The plan illustrates the boundaries of the property, the improvements as defined in Part D, Section 8.5 of the Alberta Land Surveyors' Association's Manual of Standard Practice (MSP), and the registered easements and rights-of-way affecting the extent of the title to the property.
- 2. The improvements are entirely within the boundaries of the property with the exception of the encroachments noted on Page 2.
- No visible encroachments exist on the property from any improvements situated on any adjoining property.
- No visible encroachments exist on registered easements or rights-of-way affecting the extent of property.

#### PURPOSE:

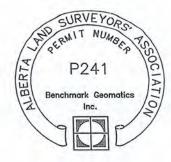
This report and related plan have been prepared for the benefit of the Property owner, subsequent owners and any of their agents for the purpose of land conveyance, support of a subdivision application, a mortgage application, a submittal to the municipality for compliance certificate, etc. Copying is permitted only for the benefit of these parties and only if the plan remains attached. Where applicable, registered easements and utility rights-of-way affecting the extent of the property have been shown on the attached plan. Unless shown otherwise, property corner markers have not been placed during the survey for this report. The attached plan should not be used to establish boundaries due to the risk of misinterpretation or measurement error by the user. The information shown on the Real Property Report reflects the status of this property as of the date of the survey only. Users are encouraged to have the Real Property Report updated for future requirements.

This document is not valid unless it bears an original signature (in blue) and a Benchmark Geomatics Inc. (P241) permit stamp (in red).

Dated at Medicine Hat, Alberta, this 11th day of April, 2019.

Alberta Land Surveyor Adam J.F.(Thompson, A.L.S.

(copyright reserved)



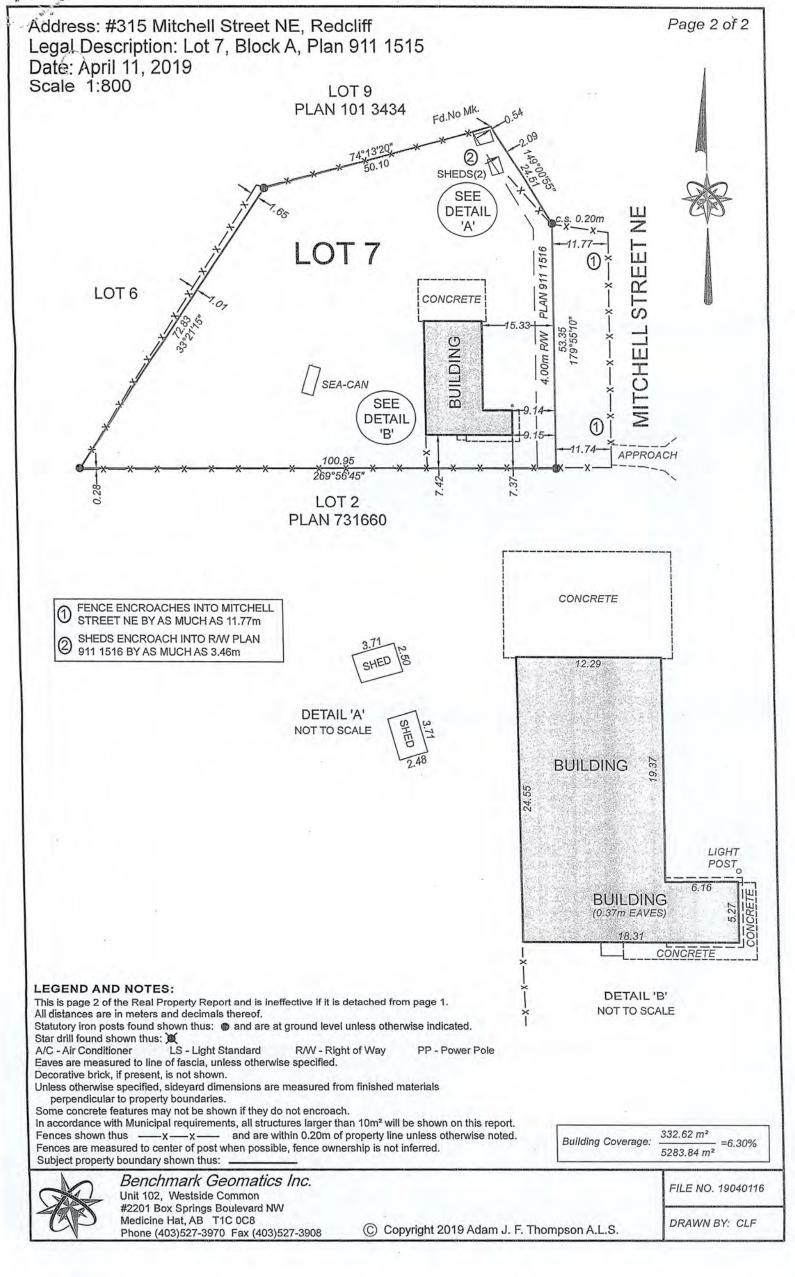


Benchmark Geomatics Inc.
Unit 102, Westside Common
#2201 Box Springs Boulevard NW
Medicine Hat, AB T1C 0C8
Phone (403)527-3970 Fax (403)527-3908

© Copyright 2019 Adam J. F. Thompson A.L.S.

FILE NO. 19040116

DRAWN BY: CLF











#### TOWN OF REDCLIFF BYLAW NO. 1751/2013

A BYLAW OF THE TOWN OF REDCLIFF for the purposes of authorizing the issuance of Encroachment Permits.

WHEREAS, it is deemed expedient and proper for a Council to authorize the issuance of an Encroachment Permit.

NOW THEREFORE THE MUNICIPAL COUNCIL OF THE TOWN OF REDCLIFF, IN THE PROVINCE OF ALBERTA DULY ASSEMBLED ENACTS AS FOLLOWS:

#### TITLE

This Bylaw shall be known as the Encroachment Permit Bylaw.

#### **ENCROACHMENT PERMITS**

- Encroachment permits:
  - where the encroaching structure does not encroach more than .31 metres onto Town
    of Redcliff Property the request for an encroachment permit may be approved by the
    Municipal Manager and such approval shall be copied to Council for information only;
  - b) where the encroaching structure does encroach more than .31 metres onto Town of Redcliff Property the request for an encroachment permit shall be forwarded to Council for consideration.
- The fee for an encroachment permit shall be in the amount of \$100.00 plus GST for each encroachment permit issued.
- 4. Prior to the issuance of an encroachment permit the Town of Redcliff will require the owner of an encroaching structure to make application for an encroachment permit on the standard form as shown on Schedule "A" attached to this Bylaw and provide a copy of a Real Property Report (RPR) prepared by an Alberta Land Surveyor, or other acceptable survey identifying the encroachment.
- 5. The information that will be required prior to processing an encroaching permit shall include:
  - indemnification of Town of Redcliff from any damage or liability associated with the encroaching structure;
  - indemnification of Town of Redcliff for any damages that may occur to the encroaching structure resulting from the need to maintain or construct in the area of the encroachment;
  - removal of the encroaching structure, at no cost to the Town of Redcliff, should in the opinion of the Town of Redcliff such structure has become dilapidated;
  - d) removal of the encroaching structure, at no cost to the Town of Redcliff, should the Town of Redcliff need access to the encroached upon area in the event of utility maintenance, new utility construction or road development.

1 746

- e) acknowledgement that the encroachment permit is terminable by Town of Redcliff upon issuance of 30 days notice in writing to the property owner at the last address as shown on the taxation records of the Town of Redcliff.
- 6. Encroachment permits may only be issued to the present owner of said encroaching structure;
- 7. Upon sale of the land the encroachment permit issued by the Town of Redcliff is terminated unless:
  - a) If the encroaching structure is sold to a different party the acquiring owner may apply for an encroachment permit to be issued providing the following conditions are met:
    - the terms and conditions on the encroachment permit to be issued are identical to the encroachment permit issued to the vendor;
    - ii) the request is made in writing and received by the Town of Redcliff within 60 days of the date of the original encroachment permit;
    - the written request, includes a declaration confirming there have been no adjustments to any building on the site since the date of the issuance of the original encroachment permit.
    - there will be no additional fee charged for issuance of this encroachment permit.
- That effective upon passage of this Bylaw, The Council of the Town of Redcliff hereby authorizes the Municipal Manager, or his designate, to sign, on behalf of the Town of Redcliff, encroachment permits as shown on Appendix "A" attached.
- 9. Bylaw 1177/98 is hereby repealed

| Read a first time this 27th day | of May, 2 | 2013.      |      |          |
|---------------------------------|-----------|------------|------|----------|
| Read a second time this 10th of | day of Ju | ne, 2013.  |      |          |
| Read a third time this 10th day | of June,  | 2013.      |      |          |
| Signed and Passed the this      | 17        | _ day of _ | June | _, 2013. |

Mayor

Manager of Legislative and Land Services

#### SCHEDULE "A"

# TOWN OF REDCLIFF ENCROACHMENT PERMIT

|                 |                      |                   | owner of t         | the property legally des  | cribed as      |
|-----------------|----------------------|-------------------|--------------------|---------------------------|----------------|
|                 |                      |                   |                    | , hereby make applicat    |                |
| Encroachmer     | nt Permit in accorda | nce with the rigl | ht of the Town of  | f Redcliff to issue such  | a permit.      |
| I submit the ir | nformation as part o | f this permit tha | t the existing bui | ilding(s) or structure(s) | intended to be |
| wholly situate  | ed upon the lands lo | cated at          |                    | le                        | gally          |
| described as:   | : Lot(s)             | , Block           | , Plan             | , do, in fa               | ct, encroach   |
| upon a portio   | n of:                | ····              |                    |                           |                |
| as shown on     | the Survey Certifica | ite attached her  | eto and forming    | part of the Permit.       |                |
| The Town of     | Redcliff is empower  | ed under the La   | and Titles Act to  | grant a permit with any   | conditions     |
| and terms tha   | at the Town may spe  | ecify, to the own | ner of a building  | or structure that encroa  | ches on a      |
| road, street, l | lane or other public | place permitting  | the building or    | structure to remain ther  | eon.           |

The Town of Redcliff grants this Encroachment Permit under the terms and conditions as follows:

- i) I will provide a Real Property Report (copy to be attached to this document) at no cost to Town of Redcliff, and prepared by a Registered Alberta Land Surveyor;
- ii) I will indemnify the Town of Redcliff from any damage or liability associated with the encroaching structure;
- iii) I will indemnify the Town of Redcliff for any damages that may occur to the encroaching structure resulting from the need to maintain or construct in the area of the encroachment;
- iv) I will agree to removal of the encroaching structure, at no cost to the Town of Redcliff, should in the opinion of the Town of Redcliff such structure has become dilapidated or damaged;
- v) I will agree to removal of the encroaching structure, at no cost to the Town of Redcliff, should the Town of Redcliff need access to the encroached upon area in the event of utility maintenance, new utility construction, roadway maintenance or new roadway construction.
- vi) I am aware no application for development permits on this property can, by legislation,

77/ 1

be approved by a development authority as long as any development on this property does not conform to the current Land Use Bylaw of the Town of Redcliff.

- vii) I agree that the encroaching structure shall not be added to, rebuilt or structurally altered except:
  - as may be necessary to remove the encroachment; or
  - b. as may be necessary for the routine maintenance of the encroachment.
- viii) I acknowledge this permit may be terminated by Town of Redcliff upon 30 days notice issued to me at the address indicated on the taxation records of the Town of Redcliff.

|                                                   | APPLICANT         |   |
|---------------------------------------------------|-------------------|---|
| Approved on behalf of Town of Redcliff this the _ | day of            |   |
|                                                   | MUNICIPAL MANAGER | _ |

71-10 49 g)

#### **TOWN OF REDCLIFF**

#### REQUEST FOR DECISION

**DATE:** October 28, 2019

PROPOSED BY: Planning & Engineering

**TOPIC:** 2020 Safety Codes Fees

**PROPOSAL:** Provide Guidance on Safety Code Fees for 2020

#### **BACKGROUND:**

The Town has a contract with Park Enterprises to provide Safety Codes Services for the Town. When the Town retained Park Enterprises Ltd. three years ago the fees for Safety Codes Services that the Town needed to charge to cover Park Enterprises Ltd.'s fees went up substantially. To help mitigate this the Town reduced the Towns portion of the fees. Over the last three years Park Enterprises Ltd. has maintained their fees at the same level and the Town has increased overall Safety Codes fees by about 2% annually to bring the Town's portion of the fees more in line with the industry average.

For 2020 Park Enterprises Ltd. has proposed to continue with their 2019 fees.

The Town is extending the Park Enterprises Ltd. contract for another year. The contract allows the Town to extend the contract for one year twice. The principle concern is that when the Town must tender for a new multi-year service contract that there will again be a large increase in the Safety Codes fees if the Town has not increased the fees a little every year. On the other hand, given the state of the economy and that three years ago was the first time the Town retained an accredited agency under the Alberta Safety Codes Council's new Quality Management Plan requirements there may not be a substantial change under a new contract.

For Council's information a Small Project Rate has been negotiated with Park Enterprises for 2020. This Small Project Rate is intended to cover things like above ground swimming pools, garden sheds over 100 square feet but under 150 square feet, etc. These types of projects typically have not applied for Safety Code Permits but under the Safety Code Act are required to obtain permits.

#### POLICY/LEGISLATION:

N/A

#### STRATEGIC PRIORITIES:

**Goal 2** The Town of Redcliff strives to offer an environment that advances local employment through economic development and diversification.

#### **Strategies**

2.3. Promote a positive culture towards business and development

**Goal 4** The Town of Redcliff is effective in governance and public service delivery.

#### **Strategies**

- 4.1. Conduct a review to identify how existing bylaws, policies and procedures may restrict the realization of the Town's vision
- 4.3. Develop a policy that defines the Town's scope and level of services within a sustainable level of financial resources

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|---|----|---|---|---|-----|---|-----|-----|
| м |    | м | C |   | IVI |   | IVI | 10. |

N/A

#### **OPTIONS:**

- 1. Direct Administration to keep Safety Code Fees the same as they are for 2020.
- 2. Direct Administration to increase Safety Code Fees by approximately 1% for 2020.
- 3. Direct Administration to increase Safety Code Fees by approximately 2% for 2020.
- 4. Direct Administration to increase Safety Code Fees by some other percentage for 2020.

#### RECOMMENDATION:

Option 1

| SU | GGESTED MOTION(S):                     |                                               |
|----|----------------------------------------|-----------------------------------------------|
| 1. | Councillor                             | moved Administration to keep Safety Code Fees |
|    | for 2020 the same as they are in 2019. |                                               |
| 2. | Councillor for 2020.                   | moved Administration to increase Safety Code  |

SUBMITTED BY:

Department Head

Municipal Manager

## TOWN OF REDCLIFF REQUEST FOR DECISION

**DATE:** October 28, 2019

**PROPOSED BY:** Finance and Administration

**TOPIC:** Funding Reallocation to Purchase a new Server in 2019

**PROPOSAL:** To Reallocate Funds to Purchase a new Server

#### BACKGROUND:

At the October 18, 2019 Interim Capital Budget meeting, the project "Main Server" for a cost of \$50,000 with funding from purchasing reserve was discussed. Council was advised that the existing server has insufficient space to accommodate current and future storage requirements to finish out the year. An upgrade to Great Plains (finance software) is required by the end of the year and the current server does not have enough space. It was suggested that Administration review the 2019 budget and ascertain if there may be sufficient funds within the 2019 operating budget to purchase the hardware. Alternatively, as an interim solution Administration was considering having to rent a server to meet the Town's needs.

Administration's review of the 2019 budget shows that, due to staff movement and turnover, there are unused funds in the salaries and benefits under the Planning & Engineering and Public Services functions that can be applied and reallocated to this important project.

POLICY/LEGISLATION: N/A

STRATEGIC PRIORITIES: N/A

ATTACHMENT: N/A

#### **OPTIONS:**

- 1. To direct Administration to purchase a new server with funding through the reallocation of unused salaries and benefits under Planning & Engineering and Public Services for an amount of \$50,000 in 2019.
- 2. To direct Administration to rent a server to meet the Town's needs as an interim solution and purchase a new server with funding from purchasing reserve as per 2020 interim capital budget.

#### **RECOMMENDATION:**

Option #1

#### **SUGGESTED MOTION(S):**

1. Councillor \_\_\_\_\_moved that Administration be authorized to purchase a new server with funding from the unused salaries and benefits under Planning & Engineering and Public Services for an amount of \$50,000 in 2019.

| 2. | Councillor            | moved to direct           | administration to rent a server to meet the |
|----|-----------------------|---------------------------|---------------------------------------------|
|    |                       |                           | ther, to purchase a new server with funding |
|    | from the purchasing   | g reserve as per the 2020 | ) interim capital budget.                   |
|    |                       |                           | 1                                           |
|    | Same and the same and |                           |                                             |
| SU | BMITTED BY:           |                           |                                             |
|    | Depart                | ment Head                 | Municipal Manager                           |
|    |                       |                           |                                             |

From: Peggy Revell < PeggyR@mhwss.ca>
Sent: Tuesday, October 22, 2019 9:38 AM
To: Arlos Crofts < arlosc@redcliff.ca>
Subject: Redcliff Ribbon Tying

Hi Arlos,

Just in case Carla Spampinato hasn't passed this along – the Women's Shelter and Redcliff Youth Centre was hoping to extend an invite to council for our Nov. 1<sup>st</sup> ribbon tying along the Avenue of Trees for Family Violence Prevention Month. The attached poster has more info. Thanks!



Peggy Revell | Commenty Education & Autoresess Constitution
Medicine Hat Women's Shelter Society

#### peggyr@mhwss.ca

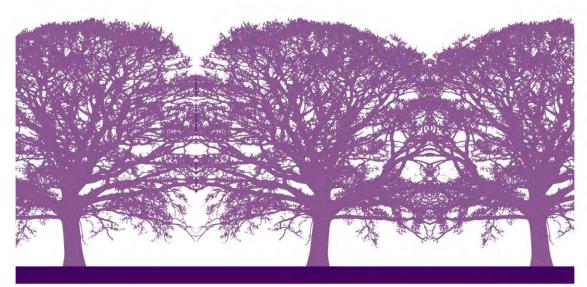
Phone: 403-527-8223 | 24 hour Help Line: 403-529-1091

Box 2500, Medicine Hat, AB T1A 8G8

Take a stand against family violence by volunteering,

donating or learning more: www.mhwss.ca

Aboliting that Warmen's Shalter Society honors and advantaledges that the use situated on Treaty 7 and Treaty 4 tentions, traditional lands of the Siketing (Elackfeet), Zeinei (Elacel), Pillemi (Palgan), Staney-Nakoda, and Tsuut'ing (Serces) as well as the Orea, States, and the Saulicoux bands of the Ofbroo peoples. We also honor and advantable that we are on the homolouds of the Metis Hotten within Englan III.



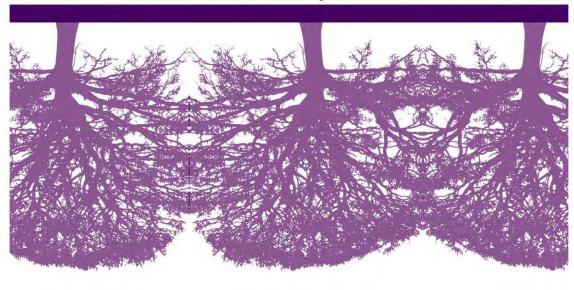
Join the Redcliff Youth Centre & Medicine Hat Women's Shelter Society as we tie

# Juple Richard Richard



Along the Avenue of Trees in Redcliff Nov. 1, 2019, 3:30 p.m.

For Family Violence Prevention Month



### Memo



To: Redcliff Town Council

From: Planning & Engineering

**Date:** October 29, 2019

Re: Construction Projects Status Update

As of noon Friday October 25, 2019 the status of construction projects is as follows:

#### 300 Block of 4th Street SE

Project is completed. Some very minor deficiencies noted. Project is about \$12,000 over budget.

#### **Broadfoot and Stone Place**

- Storm Sewer extension and asphalt patching are completed. Some minor deficiencies noted. Project is about \$3,000 over budget.
- Weeping tile installation and top lift paving have been deferred to early 2020 to allow the contractor to focus on the Rectangle Parking Lot.

#### **Rectangle Parking Lot**

- Underground work has been completed,
- New gutter has been installed on the building,
- Concrete work in the parking area is 90% complete,
- Paving preparation work is 80% complete,
- Concrete work on Main Street has started.
- Paving of the parking lot is scheduled for the latter half of the week of October 28, 2019 weather depending.
- It is expected that the project will be substantially completed in two weeks weather depending.

#### 3<sup>rd</sup> Avenue and 3<sup>rd</sup> Street Lift Station

- Walls of the surge tank are all poured.
- Formwork for the top slab pour is being installed.
- Pumping of water will have to continue until at least 1.2 meters of backfill is placed over the tank to ensure buoyancy issues do not occur.
- It is expected that most of the work and a good portion of the backfill will be completed in 2019. Cleanup work will occur in spring of 2020.



## **COUNCIL IMPORTANT MEETINGS AND EVENTS**

| Date              | Meeting / Event                                            | Where / Information                                  |
|-------------------|------------------------------------------------------------|------------------------------------------------------|
| October 28, 2019  | Organizational Meeting                                     | Town Hall Council Chambers<br>6:30 p.m.              |
| October 28, 2019  | Council Meeting                                            | Town Hall Council Chambers<br>7:00 p.m.              |
| November 6, 2019  | Special Council Meeting<br>2020 Operating Budget<br>Review | Town Hall Council Chambers<br>8:30 a.m. – 5:00 p.m.  |
| November 7, 2019  | Tri-Area IDP and ICF Open<br>House                         | Sword Room, Redcliff Legion<br>6:30 p.m. – 8:30 p.m. |
| November 9, 2019  | Special Council Meeting<br>2020 Operating Budget<br>Review | Town Hall Council Chambers<br>8:30 a.m. – 5:00 p.m.  |
| November 12, 2019 | Council Meeting                                            | Town Hall Council Chambers<br>7:00 p.m.              |