



REGIONAL MUNICIPALITY
OF **WOOD BUFFALO**

Council Meeting

Jubilee Centre Council Chamber
9909 Franklin Avenue, Fort McMurray

Tuesday, September 14, 2010
6:00 p.m.

Agenda

Call to Order

Opening Prayer

Adoption of Agenda

Minutes of Previous Meetings

1. Regular Meeting – August 24, 2010

Those individuals in attendance at the meeting will be provided with an opportunity to address Council regarding an item on the agenda, with the exception of those items for which a Public Hearing is required or has been held. Consistent with all delegations, each presentation will be allowed a maximum of five minutes.

Delegations

Presentations

2. Mr. John Stelter, KPMG, re: 2009 Financial Status Presentation

Business Arising Out of Presentation

3. 2009 Financial Information

Reports

4. Appointment of WBHDC Chair and Treasurer
5. Dispute Regarding Contractual Agreement between Rick and Rose Haney and Wood Buffalo Housing And Development Corporation
6. Lease Renewal – REC 850024 (Golf Course Expansion)
7. Sale of Lot 6, Block 6, Plan 616AO – Lower Townsite Fort McMurray
8. Lease: Northlands School Division – Anzac Municipal Reserve
9. Land Sale between the Municipality and Abram's Land Development Corporation
10. Community Identification Committee Recommendations – Roadways in Rickard's Landing Industrial Park
11. Community Identification Committee Recommendation – Naming of Roadway in the Lower Townsite
12. Northern Classic Outdoor Hockey Event – November 26, 2010
13. Council Inquiries
14. Notice of Motion – Proposed closure of Edmonton City Centre Airport (ECCA)

New and Unfinished Business

Updates

- Mayor's Update
- Reporting of Councillors on Boards and Committees
- Administrative Update

Adjournment

Subject: 2009 Financial Information**APPROVALS:**

Kelly Kloss, Chief Administrative Officer (Interim)
Elsie Hutton, Chief Financial Officer
Patty King, Director

Administrative Recommendation(s):

THAT the 2009 financial information as presented be received as information.

BACKGROUND:

The *Municipal Government Act* requires that every Alberta municipality prepare and submit a Financial Information Return and audited financial statements by **May 1** of each year.

Effective January 1, 2009, a new accounting standard (PSAB 3150) required municipal governments to record and amortize their tangible capital assets in their financial statements.

The deadline was extended by Alberta Municipal Affairs to September 30, 2010, to accommodate the requirement to implement the new (PSAB) standard. To meet this requirement, we had to create a complete inventory and valuation of every tangible capital asset that the Municipality has in service today. The work began in early 2008 and included researching archive documents, insurance records, and information from various corporate data bases. The consolidated information about the existing inventory of assets, the cost of its use and the needs for its replacement will facilitate better management of assets, development of appropriate maintenance and replacement policies, identification and disposal of surplus assets, and better management of risks.

We are still completing the various pieces of the project, and unfortunately, the remaining work will not be complete in time to present the audited financial statements to Council prior to the October election. The finalization of this work will not impact the identified 2009 operating surplus.

Budget/Financial Implications:

The 2009 year ended with an accumulation of an operating surplus of \$36.2 million predominately due to unfilled positions and less than budgeted contract/consultant activity. As per Bylaw No. 02/078, year end operating surpluses are to be transferred to the Emerging Issues Reserve and will form part of the unrestricted surplus for future use.

Rationale for Recommendation(s):

To provide the 2009 financial information to the current Council in a public forum.

Attachments:

- 1) Municipal Operating Budget to Actual Comparison
- 2) Significant Variance Explanations

REGIONAL MUNICIPALITY OF WOOD BUFFALO
OPERATING BUDGET TO ACTUAL COMPARISON
For the year ended December 31, 2009
(in thousands of dollars)

	BUDGET 2009	ACTUAL 2009 (unaudited)	FAVOURABLE / (UNFAVOURABLE)
Revenue			
Net taxes available for municipal purposes	\$ 378,196	\$ 379,613	\$ 1,417
Provincial government conditional transfers	11,068	17,349	6,281
Returns on investments	6,636	12,022	5,386
Licenses and permits	11,249	5,341	(5,908)
Other	45,265	47,178	1,913
Total Revenue	\$ 452,414	\$ 461,503	\$ 9,089
Expenditures:			
Salaries, wages and benefits	\$ 138,604	\$ 110,463	\$ 28,141
Contracted and general services	94,702	70,173	24,529
Materials, goods, supplies and utilities	32,933	22,622	10,311
Purchases from other governments	21,871	16,709	5,162
Other	20,210	29,798	(9,588)
Total Expenditures	\$ 308,320	\$ 249,765	\$ 58,555
Surplus Before Transfers	\$ 144,094	\$ 211,738	\$ 67,644
Transfers:			
Net transfer from Reserve to Operating Budget	34,095	(3,676)	(37,771)
Net transfer from Operating Budget to Capital	(171,985)	(165,738)	6,247
Debt Repayment	(6,204)	(6,112)	92
Net Transfers	\$ (144,094)	\$ (175,526)	\$ (31,432)
TOTAL MUNICIPAL OPERATING SURPLUS	\$ -	\$ 36,212	\$ 36,212

(Refer to Attachment 2 for variance explanations)

**Regional Municipality of Wood Buffalo
Significant Variance Explanations
For the year ended December 31, 2009**

Revenue:

► **Net taxes available for municipal purposes:**

Generally increases with growth and tax rate increases. The favourable variance is due to assessment roll adjustments made prior and subsequent to approval of the tax rate bylaw.

► **Provincial government conditional transfers:**

Increased Provincial Grant as a result of the agreement with the Alberta Health Services for the ambulance contracted service. Budget did not include new contract arrangement.

Grants deferred in a prior year, recorded as revenue in the current year, but no corresponding budget resulted in an unfavourable provincial government conditional transfers (i.e. RADKE Grant)

► **Returns on investments:**

Returns on investments or investment income has increased as a result of increasing balances in reserves and capital deposits dedicated to specific capital projects.

► **Licenses and permits:**

Less than anticipated growth resulted in decreased permit fee revenue.

This unfavourable variance is offset by contract savings associated with the costs to close permits.

Expenditures:

► **Salaries, wages and benefits:**

Salaries, wages and benefits were lower than budgeted due to challenges in filling all budgeted positions in 2009. Vacancy rate approximately 21% throughout 2009.

► **Contracted and general services:**

Due to decreased growth and less permit activity, the contract services required for the closing of permits was significantly less than budget. (\$6.3M)
Less than anticipated contract/consultant work in the Public Works and the former Project Management Offices. (\$1.6M)

Accommodation Services budgeted for applicable lease and fit up for new space and employee areas. Less than anticipated activity resulted in savings of \$5.4M

► **Materials, goods, supplies and utilities:**

Approximately \$5M in savings associated with a "water conservation program" (i.e. low flush toilets) budgeted but not implemented.

Approximately \$1.3M in savings associated with budgeted equipment and furnishings for unfilled positions.

► **Purchases from other governments:**

Savings in RCMP contract due to RCMP member vacancies resulted in a favourable variance of approximately \$5.1M

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Elsie Hutton, Chief Financial Officer
Patty King, Director

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Subject: Appointment of WBHDC Chair and Treasurer**APPROVALS:**

Kelly Kloss, Chief Administrative Officer
Mike Evans, Executive Director

Administrative Recommendation(s):

THAT Mr. Kim Jenkins is appointed Chair and that Mr. Steve Auty is appointed Treasurer of the Board of Directors of the Wood Buffalo Housing and Development Corporation effective immediately.

Summary:

The Board of Directors (“the Board”) of the Wood Buffalo Housing and Development Corporation (“WBHDC”) is recommending that Mr. Jenkins be appointed by Council to succeed Ms. Brenda Erskine as its Chair. Ms. Erskine has resigned from the Board. Mr. Jenkins was identified in late 2009 by the Board as Ms. Erskine’s successor and has been working with her to ensure his sufficient understanding of the position in order to effect an orderly transition.

Mr. Keith Minaker, WBHDC’s Treasurer, has also resigned from the Board. The Board is recommending that Mr. Steve Auty be appointed as Treasurer while it recruits to fill current vacancies, after which time it will make a recommendation to Council for an appointment to Treasurer from among its members.

Background:

Officers of WBHDC, including the Chair and Treasurer, must be appointed from among the Board’s current membership.

Section 8.2 of WBHDC’s Articles of Association assigns the authority to appoint both the Chair and Treasurer of the Corporation to Council.

It is important, therefore, that these vacancies be filled as quickly as possible in order to enable WBHDC to continue without interrupting its business of providing social and affordable housing within the Municipality.

Given the planned succession of Mr. Jenkins to the position of Chair, WBHDC’s Board has requested that he be appointed as Chair for the remainder of his term. Mr. Jenkins was first appointed in January, 2009. He is eligible to serve at least one more term.

Mr. Minaker’s resignation was not anticipated and so the Board does not have a succession plan in place for the position of Treasurer. However, WBHDC cannot easily undertake its business

without a Treasurer and Mr. Auty has agreed to serve on an acting basis until such time as the Board is prepared to make a recommendation to Council for a term appointment, expected later in 2010. Mr. Auty was first appointed in January, 2009. He is eligible to serve at least one more term.

Both candidates have the explicit endorsement of the Board and have indicated their willingness to serve in the designated capacity.

Administration is currently working to conclude negotiations with both municipal Part IX corporations, WBHDC and the MacDonald Island Park Corporation (MIPC), to execute operating agreements as per Council's direction. Executing these agreements will also include making amendments to both corporations' articles of association and memoranda of association that may affect recruitment criteria and eligibility, and the means to appoint officers to both corporations.

Alternatives:

Council could choose to appoint different persons currently sitting on the Board to the vacant positions from its membership.

Budget/Financial Implications:

None. WBHDC, as a Part IX corporation, operates independently of the Municipality.

Rationale for Recommendation(s):

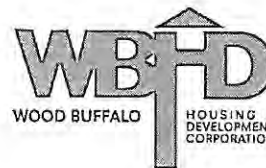
Both Mr. Jenkins and Mr. Auty have received the endorsement of the Board. Mr. Jenkins has spent most of the past year working with Ms. Erskine to ensure he is prepared to succeed her as Chair. Mr. Auty's appointment would be as the Treasurer, until such time as the Board is prepared to make a recommendation to Council for a term appointment in that position.

Attachments:

- 1. Letter dated August 17 to Mayor Blake advising the Municipality of Board resignations and requesting Council to make the specified appointments.
- 2. Summary of Qualifications

RECEIVED

AUG 18 2010



August 17, 2010

Mayor Melissa Blake and Regional Councillors
7th Floor, Jubilee Centre
9909 Franklin Avenue
Fort McMurray, AB T9H 2K4

Dear Mayor Blake and Regional Councillors:

**RE: Wood Buffalo Housing & Development Corporation
Board Members**

As you are aware, in October, 2009, I was relocated to Calgary by my employer.

The Board of Directors of Wood Buffalo Housing & Development Corporation had a succession plan in place for the Chair's position. Discussions with Board Members felt it was in the best interest of the Corporation if I remained as Chair to mentor the incoming Chair due to the complex nature of the Corporation's business.

I will be tendering my resignation as Chair following the Annual General Meeting on August 18th. The Board has chosen Kim Jenkins as acting Chair and wishes to recommend to Council that Kim be appointed as Chair of Wood Buffalo Housing & Development Corporation for a three year term, at their earliest possible opportunity,

I wish to further advise that the Board Treasurer, Keith Minaker, has relocated out of the province and will be tendering his resignation following the Annual General Meeting as well. I respectfully request that Steve Auty be appointed Acting Treasurer until such time as a new Treasurer is appointed in order that normal business can continue.

Sincerely,

A handwritten signature in dark ink, appearing to be 'B. Erskine', written over a light blue circular stamp.

BRENDA ERSKINE, Chair

Summary of Qualifications

Kim Jenkins, proposed Chair

Mr. Jenkins is presently the Superintendent of the Fort McMurray Catholic School District and has been a professional educator for 30 years. He is a long-time resident of Fort McMurray and a highly engaged community member.

Mr. Jenkins has been a Board member of the Wood Buffalo Housing and Development Corporation since 2008, and was identified to succeed the former Chair, Brenda Erskine, when he joined the Board.

Other community and professional volunteer commitments has included the following.

- Board of Directors, College of Alberta School Superintendents (CASS).
- Past-President, CASS Zone 23.
- Member, Comprehensive Regional Infrastructure Sustainability Plan (CRISP) Project Team through 2009-10.
- 10-year member, Regional Aboriginal Recognition Awards Steering Committee.
- Board member, Community Careers Cooperative, since 2008.
- Fort McMurray Minor Hockey Association, Fort McMurray Mantas Swim Club, Fort McMurray Youth Soccer Association and Fort McMurray Arctic Winter Games.

Mr. Jenkins has a Masters of Education degree from the University of Northern Colorado (Greely, Colorado); a Bachelor's of Education degree from St. Thomas University (Fredericton, New Brunswick); and a Bachelor of Arts (Honours) degree from Mount Allison University (Sackville, New Brunswick).

He has received additional training in Board governance from Banff Executive Leadership and policy governance through the Governance Coach System.

Steve Auty, proposed Treasurer

Mr. Auty has been a resident of Fort McMurray since 1976. He is presently a supervisor in Mobile Maintenance and manages a \$140 million annual maintenance plan for heavy equipment.

Mr. Auty is also the owner/operator of a small home building/rental company in Fort McMurray, certified as a Progressive Home Warranty builder.

In addition to having been a member of the WBHDC Board of Directors since 2008, Mr. Auty has community and professional volunteer commitments that include the following.

- Past member, Urban Development Institute, Wood Buffalo affiliate.
- Member, housing working group, Future Forward.
- Member, North Parsons Creek Public Advisory Board.

Mr. Auty graduated from the University of Guelph, Ontario Agricultural College in 1975.

Like Mr. Jenkins, Mr. Auty has received additional training in Board governance from Banff Executive Leadership.

Subject:	Dispute regarding Contractual Agreement between Rick and Rose Haney and Wood Buffalo Housing and Development Corporation
APPROVALS:	Kelly Kloss, Chief Administrative Officer (Interim)

Administrative Recommendation:

THAT the report, “Dispute regarding Contractual Agreement between Rick and Rose Haney and Wood Buffalo Housing and Development Corporation”, dated September 14, 2010, be received as information.

Summary:

Rick and Rose Haney, local realtors, entered into a contract with Wood Buffalo Housing and Development Corporation (WBHDC) in 2005. The contract contained terms which would require the repayment of a purchase price reduction in the event that certain conditions were not met. The conditions were not met, however, the Haney's have sought to have the terms of the contract changed to avoid repayment of the price reduction. WBHDC has refused to change the contract and the Haney's have asked Council to intervene. It is not in the best interests of the Regional Municipality of Wood Buffalo (the Municipality) to interfere with the decision made by WBHDC.

Background:

At the June 22, 2010 Council meeting, Council passed a resolution that the information presented by Rick Haney regarding his dispute with WBHDC be received as information and that Administration meet with WBHDC to review the details of the situation.

Administration met with representatives of WBHDC on July 6, 2010. The information obtained in that meeting together with information gathered within the Municipality is contained herein.

In 2003 approximately 100 lots were made available to the public for affordable housing from Wood Buffalo Housing and Development Corporation in Prospect Pointe Parcel C (the Parcel). The price of the lots in the Parcel were reduced by \$30,000.00 to provide more affordable housing with the proviso that the lot price reduction would not apply if the purchasers sold or rented the property within two years after the issuance of an Occupancy Certificate.

The lots were allocated by draw for which all applicants were eligible without regard to ability to pay or income.

Rick and Rose Haney entered into an Agreement with WBHDC in 2005 to purchase one of the lots in the Parcel. The market lot price (excluding G.S.T) was listed at \$130,473.00. The Agreement signed by the Haney's contained the price reduction as well as the condition that the lot price reduction would not apply if the purchasers sold or rented the property within two years after the issuance of an Occupancy Certificate.

There is dispute between the Haney's and the builder which is the subject of a lawsuit. The Statement of Defence filed in that lawsuit by the Haney's indicates that the Haney's took possession of the home on March 9, 2007. In the Counterclaim filed by the Haney's on the same date, the Haney's claim for judgment against the builder for the cost of rectifying deficiencies. The Haney's also indicated to the Municipality that the occupancy certificate was not issued until certain work valued at \$6,000.00 was completed; however, based on the Court documents, it appears that all deficiencies were corrected before December 2007. It is unclear why the Haney's did not receive an occupancy certificate until October 2009.

The Haney's sold the house after occupying the premises for more than two years, but less than 2 years after the issuance of an occupancy certificate in October, 2009.

Although the Municipality is permitted pursuant to the Alberta Building Code to require occupancy permits before occupancy of the building occurs, the Municipality has not, to date, made this mandatory. Only developers of condominiums are required by the *Condominium Property Act* to supply an occupancy permit to purchasers of condominiums.

Under the terms of the Agreement between the Haney's and WBHDC (clause 29), the 2 year requirement was calculated from the issuance of an occupancy certificate, not from actual occupancy. The Agreement specified that if the Purchaser sold or rented the property to any third party or tenant prior to two years after the issuance of the occupancy permit, the \$30,000.00 price reduction plus legal fees would become due and owing to WBHDC.

The Haney's' obligation to obtain an occupancy certificate arose solely from their contract with WBHDC. The Haney's are not unsophisticated purchasers. They are both experienced real estate agents and, as such, would be very familiar with real estate contracts. If they were unclear of the terms of the contract they knew or ought to have known that they could seek legal advice before signing.

In his presentation to Council, Mr. Haney indicated that the Haney's now wish to change the terms of the Agreement that they entered into with WBHDC in 2005. They have asked WBHDC to change the definition of qualification for the price reduction from 2 years after the issuance of the occupancy permit to 2 years of actual occupancy.

The WBHDC Board considered the issue and declined to accede to the Haney's' request to amend the terms of the contract which was entered into five years ago. The decision of WBHDC is defensible under the terms of the contract and reversing the decision could have repercussions with respect to other purchasers who have forfeited the purchase price reduction.

Rationale for Recommendation:

WBHDC is a corporation established under the *Companies Act* and is a separate legal entity from the Municipality. The documents which established WBHDC define the roles of the Municipality and the Board. The Municipality is a member of WBHDC and has the authority to appoint the directors, chair and the treasurer of WBHDC. The Municipality also attends the annual general meeting of the members. The Board of Directors of WBHDC has the authority to control the day to day affairs of WBHDC including the authority to enter into any contract. The Municipality, as a member, of WBHDC does not have the authority to control the day to day affairs of WBHDC.

If there is some fault attributable to Alberta Permit Pro (APP) with respect to the timing of the issuance of the occupancy permit (which is not known), the Municipality is not legally responsible for APP's errors or omissions. APP was, at the relevant time, a safety codes provider contracted to the Municipality, but was not an agent of the Municipality. Further, there is a broad exemption contained in the *Safety Codes Act* in favour of municipalities which hire safety codes providers acting in good faith.

If Alberta Permit Pro or the Haney's builder interfered and delayed the issuance of the occupancy certificate, the Haney's may wish to seek legal advice.

Attachments

1. WBHDC standard form Offer to Purchase

OFFER TO PURCHASE

TO: WOOD BUFFALO HOUSING AND DEVELOPMENT CORPORATION
(hereinafter referred to as the "Developer")

MADE BY:
(hereinafter referred to as the "Purchaser")

1. OFFER

The Purchaser hereby offers and upon acceptance by the Developer, agrees to purchase from the Developer, the property legally described as:

LOT [REDACTED], BLOCK [REDACTED], PLAN [REDACTED]

as shown as outlined in "red" on the proposed plan of subdivision annexed hereto as Schedule "A" (hereinafter referred to as the "Property") for a total

i. Listed lot price \$ [REDACTED] plus \$30,000.00 = \$ [REDACTED]

ii. Lot Price reduction (\$30,000.00)

(See restrictions contained in Paragraph 29 herein)

iii. Reduced lot price \$ [REDACTED]

GST* of : \$ [REDACTED]

ARCHITECTURAL CONTROL
DEPOSIT of : \$3,500.00

TOTAL DUE \$ [REDACTED]

To be paid as follows:

(a) \$ [REDACTED] in cash or certified cheque upon execution of an Expression of Interest agreement at the commencement of the draw process through which lots are made available by the Developer, as an Initial Deposit;

(b) \$ [REDACTED] in cash or cheque with this offer, as an Additional Deposit;

(c) \$ [REDACTED] GST on or before the Closing Date;

(d) \$ [REDACTED] (more or less) on or before the Closing Date as hereinafter defined;

2. GOODS AND SERVICES TAX

The Purchaser agrees to pay to the Developer on or before the Closing Date the Goods and Services Tax ("GST").

3. TITLE

Title to the Property shall be transferred to the Purchaser, without any right or interest in mines and minerals, free and clear of any financial obligations caused or incurred by the Developer. Title to the Property will be subject to:

(a) all current registrations against title to the Property as of the date of this Agreement with the exception of any mortgage or charge securing any debt of the Developer;

(b) restrictive covenant or building scheme which will set forth certain rules, regulations and design criteria described in the Developer's architectural controls as may be amended from time to time by the Developer (hereinafter referred to as the "Architectural Controls") and caveats with respect to the First Right of Purchase referred to in Paragraph 28 and the Vendor's Lien referred to in Paragraph 29 hereof and a restrictive covenants on the purchaser with respect to resale;

(c) any drainage easements, utility rights of way, geo-technical covenants, other public easements or rights of way, encroachment agreements, vehicular access restrictions and the subdivision servicing agreement or development agreement, which the Regional Municipality of Wood Buffalo (hereinafter referred to as the "Municipality") or other applicable municipal authority may require the Developer to register against title to the Property to allow the Developer to service and sell the lots in the area to be subdivided (hereinafter referred to as the "Subdivision"), including the Property; and

(d) any instrument registered by or through the Purchaser.

4. SUBDIVISION REGISTRATION CONDITION

This Agreement and the purchase and sale of the Property is conditional on the registration of a plan of subdivision creating a separate certificate of title for the Property (hereinafter referred to as the "Condition") by not later than December 31, 2005 (hereinafter referred to as the "Condition Date"), failing which, the Deposit shall be returned to the Purchaser and this Agreement shall be null and void and each of the parties hereto shall have no further obligation to, nor rights against, the other in respect of this Agreement. The Purchaser agrees not to register any caveat or other instrument at the Land Titles Office until the Condition is satisfied. Thereafter, the Purchaser may only register a caveat referencing this Agreement and no copy of this Agreement shall be attached to any such caveat. The Purchaser further agrees that in the event it shall breach this covenant and register a Caveat against the Title to the Subject Lands prior to the registration of the Subdivision Plan, it shall compensate the Developer for all

costs and expenses incurred by the Developer to have the Caveat discharged, including all Solicitors fees and disbursements paid by the Developer in addition to any damages sustained by the Developer resulting from the registration of the Caveat.

5. CLOSING DATE

(a) Closing of the transaction shall be as indicated in Schedule "B" attached hereto (hereinafter referred to as the "Closing Date"), at which time title to the Property, if available for conveyance, shall be transferred to the Purchaser, provided that, if title is not then available for transfer to the Purchaser, then the Developer shall receive and retain all monies received from the Purchaser in trust. If conveyance documents are delivered to the Purchaser (or the Purchaser's solicitor, as the case may be) on or prior to the Closing Date the Purchaser shall pay interest to the Developer on funds not released to the Developer, from the Closing Date until full release of such funds, eighteen (18%) percent per annum calculated and compounded annually. The Purchaser shall not be entitled to any holdback whatsoever in connection with the Closing of this transaction, including, without limitation, any builders' lien holdback.

(b) If the Closing Date or any other date hereunder for the payment of monies or the doing of any act falls on a Saturday, Sunday or Statutory Holiday, then such date(s) shall be deemed extended to the next following day which is not a Saturday, Sunday or Statutory Holiday.

6. ADJUSTMENTS

The Purchase Price shall be adjusted on the Closing Date as to prepaid and accrued expenses and other matters subject to adjustment which shall include, without limiting the generality of the foregoing, realty taxes, school taxes and local improvement charges and supplementary assessments which may be levied by the taxing authority. The Developer may register one or more caveats to protect its rights under this Agreement.

7. POSSESSION BY PURCHASER

Subject to the terms being complied with, vacant possession of the Property shall be given to the Purchaser at noon on the Closing Date, for the purposes of constructing a residential dwelling thereon, it being agreed and acknowledged by the Purchaser that construction thereon may not be permitted until such time as roadways, utilities and other subdivision services are constructed.

8. SUBDIVISION SERVICES

The Developer shall construct the services in the Subdivision in which the Property is located in accordance with the servicing agreement it has with the Municipality (hereinafter referred to as the "Servicing Agreement") and service providers which may be delayed by causes beyond the reasonable control of the Developer.

9. ARCHITECTURAL CONTROLS

The Purchaser agrees that development on the Property shall be subject to the Architectural Controls, a copy of which is attached hereto as Schedule "C", which are or will be registered against title to the Property by restrictive covenant or caveat, and that the Architectural Controls shall include an indemnification of the Developer by the Purchaser for any expense or liability caused by acts or omissions of the Purchaser and incurred by the Developer in rectifying deficiencies or repairing damage in relation to those services and elements of infrastructure that the Developer is responsible for by virtue of the Developers contractual obligations to the Regional Municipality of Wood Buffalo. The Developer may amend or discharge the Architectural Controls from time to time in its sole discretion.

10. CONSTRUCTION

(a) The Purchaser agrees to comply with all of the provisions of the Architectural Controls including the aforementioned indemnity in paragraph 9. The Purchaser agrees not to construct any building or effect any work on the Property otherwise than in accordance with the provisions of the applicable Architectural Controls and the plans for the building and other work, including without limitation plans indicating the dimensions and siting of the residential building including front attached garage, grade elevations, exterior appearance including colour schemes, elevations, fencing and landscaping details, all may be approved by the Developer (hereinafter referred to as the "Plans").

(b) Prior to commencement of any construction on the Property, the Purchaser agrees to submit to the Developer or its designated consultant for its approval, the Plans and all information required to also be submitted as provided in the Architectural Controls and the Developer shall have ten (10) days thereafter in which to approve or disapprove of the Plans.

(c) The Purchaser agrees not to apply for a building permit for construction on the Property until the Plans have been approved by the Developer in accordance with the provisions thereof, provided that the Developer or its designated consultant shall not be liable by reason of its approval of such Plans. No construction shall be commenced on the Property prior to approval by the Developer of such Plans.

(d) If the Purchaser shall undertake any excavation or construction work on the Property, he will exercise reasonable care and control in undertaking the work to ensure that the construction materials, including excavated materials, are confined to the limits of the Property and do not spill over onto the adjoining property, or onto any public streets boulevards or lanes, or other public lands (collectively the "Adjoining Property"), and the Purchaser agrees that if at any time he is in breach of this covenant, the Developer may remove all such

material from the Adjoining Property, which for any reason has become deposited on the Adjoining Property, at the expense of the Purchaser and the cost of doing so shall be paid by the Purchaser to the Developer upon demand.

11. PURCHASER'S COVENANT TO CONSTRUCT

The Purchaser agrees to commence construction (i.e. all necessary approvals obtained and construction of the footings started) of the residential dwelling on the Property by not later than June 30, 2006 and to proceed with such construction for its own account in a normal, orderly manner, failing which, the Developer shall be at liberty to exercise its rights as per paragraph 28, below. Construction of the residential dwelling as aforesaid shall be completed on the Property by not later than October 31, 2006, failing which, the Developer shall be at liberty to exercise its rights as per paragraph 28, below, and the Purchaser shall forfeit any money already paid to the Developer by way of Deposit as liquidated damages. In that regard, the Purchaser covenants and agrees to strictly observe, perform and adhere to the Architectural Controls including the aforementioned indemnity in paragraph 9, the Plans and the provisions of this Agreement.

12. The Purchaser covenants and agrees with the Developer that the Purchaser shall utilize the services of such Surveyor as is designated by the Developer to provide all surveying work for and on behalf of the Purchaser in the development of the Property. The Purchaser shall be exclusively responsible for the payment of all fees and disbursements of the Designated Surveyor for the performance of such work performed directly or indirectly in relation to the Development of the Subject Lot or the provision of a Real Property Report, Lot Grade Certificate or other Certificate respecting the same.

13. ARCHITECTURAL CONTROL/SECURITY DEPOSIT

The Security Deposit shall be released either to the Purchaser, within fourteen (14) days after the Developer is reasonably satisfied of the development of the Property in compliance with the Architectural Controls and compliance with all other terms of this Agreement or to the Developer to rectify or remedy the non-compliance by the Purchaser (which is hereby authorized by the Purchaser), or if so elected by the Developer to the Developer should compliance with the Architectural Controls and the other terms of this Agreement not be reasonably established to the satisfaction of the Developer within the time required for satisfaction of the Purchaser's obligations hereunder, but without limiting the Developer's recourse to the Purchaser.

14. In the event of default by the Purchaser exceeding thirty (30) days to pay:
(a) taxes, rates, utilities, liens, charges assessments, cost of management or care taking or;

(b) premiums for fire insurance and effect such fire insurance, or any of them, the same constitute a default under this Agreement by the Purchaser and the

Developer shall be entitled forthwith to pay the said taxes, rates, utilities, liens, charges and assessments levied against the Property, and the cost of management and caretaking and premiums for the said fire insurance, and to effect such fire insurance, respectively; and all monies so expended by the Developer with interest thereon at the rate aforesaid, computed from the time or times of advancing the same shall be repaid by the Purchaser to the Developer upon demand, and in the meantime the amount of such payment shall be added to the Developer's equity, and all such payments shall become part of the Developer's security under this Agreement and shall be applied in reduction of the Purchaser's estate and interest in the Property.

15. In the event of default in making the payments required to be made by the Purchaser to the Developer pursuant to this Agreement, or in complying with any other provision of this Agreement, then without the happening of any further event, the whole amount of the Developer's equity shall forthwith become due and payable in full. Any waiver by the Developer of any act of default by the Purchaser shall not constitute a waiver of any subsequent default by the Purchaser and shall not constitute or be construed as varying the terms of this Agreement. In the event the payments due under this Agreement should not be punctually made by the Purchaser, the Purchaser shall be deemed to have deliberately repudiated this Agreement and abandoned the same, and thereupon the Developer shall immediately be at liberty to determine or cancel this Agreement and re-enter upon and re-sell the Property, and all payments theretofore made by the Purchaser under this Agreement shall be retained by the Developer as and by way of liquidated damages.

16. It is further agreed that any erection, buildings or improvements erected upon the Property after the date when this Agreement becomes effective shall thereupon become part of the realty and shall not be removed or destroyed during the currency of this Agreement without first obtaining the consent of the Developer; and that the Purchaser shall not do or permit done any act of waste to the Property during the currency of this Agreement, and the Purchaser during the currency of this Agreement, shall well and sufficiently repair and maintain all erections, buildings, improvements and fences which exist as of or which may be put upon the Property after the date when this Agreement becomes effective. Any failure by the Purchaser under this Paragraph shall constitute default under this Agreement by the Purchaser.

17. ON-SITE SERVICE AND OFF-SITE LEVIES

The Purchaser acknowledges and agrees that the Purchaser shall be responsible for the full cost of installing all utilities on the Property from the property line thereof and of connecting such utilities installed by the Developer in the Subdivision. The Purchaser further acknowledges and agrees to be responsible for and to pay the full cost of all off-site cost levies in respect of the Property as and when same become due.

18. FORCE MAJEURE

The Purchaser agrees that the Developer shall not be liable for damages in any manner whatsoever for delays in completing, or failure to complete, and install any of the utilities or services above referred to due to any cause beyond the reasonable control of the Developer.

19. DEVELOPER'S RIGHT TO ENTER

The Purchaser grants to the Developer, its servants and agents the right to enter upon the Property at any time to do such work as may be required of the Developer in order that the Developer may carry out its obligations under the Servicing Agreement, including the building of any fencing, subdivision amenities, drainage swales and landscaping.

20. OCCUPANCY

The Purchaser agrees that no dwelling constructed on the Property will be occupied contrary to the provisions of the Servicing Agreement with the Municipality or any applicable laws or prior to the transfer of title to the Property.

21. ENTIRE AGREEMENT

This Agreement and the Developer's acceptance will constitute the entire contract between the Parties and the Parties acknowledge that there are no representations, conditions or warranties expressed or implied which form part of the contract or upon which either has relied, the same being hereby negated and nullified. The Purchaser has inspected and agrees to purchase the Property as it stands, and has agreed that there is no representation, warranty, collateral agreement, zoning, municipal permit or license, or condition affecting the Property other than is expressed herein in writing. It is expressly agreed that all rights and obligations hereunder shall continue after conveyance and shall not merge in the transfer of the Property.

22. FURTHER ASSURANCES

The Parties hereto agree to execute such further documents, conveyances and assurances as may be necessary in order to give full force and effect to the true intended meaning of this Agreement.

23. NOTICES

All notices required herein shall be in writing and shall be delivered or mailed to the appropriate party's address as set out herein and any mailed notices shall be deemed to be served upon the fifth (5th) day following their deposit, postage prepaid, at a post office box in the Province of Alberta.

24. TIME

This offer shall be open for acceptance by the Developer in writing until 5:00 o'clock p.m. on the fifth (5th) business day following the date hereof. Time shall be of the essence.

25. DISCHARGE OF EXISTING MORTGAGES

All costs of discharging any existing mortgage, or other encumbrances (not herein to be assumed by the Purchaser) are to be borne by the Developer.

26. TRANSFER PREPARATION

The Transfer of Land shall be prepared at the expense of the Developer and the registration thereof is at the expense of the Purchaser. The preparation and registration of any mortgage or mortgages shall be at the expense of the Purchaser. The Transfer of Land shall be sent to the Purchaser's Solicitor upon such trust conditions as the Developer's Solicitor may reasonably require to protect the Developer's interest.

27. The Purchaser has examined the Developer's title or documents evidencing title prior to the execution by it of this Agreement, and (subject to this Agreement), by the execution of this Agreement the Purchaser does accept such title as the Developer has as of the date hereafter stated when this Agreement becomes effective and the Purchaser does further accept the foregoing description of the Property as correct. Upon payment by the Purchaser of the unpaid Developer's equity, the Developer shall forthwith at its own expense:

(a) have prepared, executed and delivered to the Purchaser a registrable Transfer of Title to the Property subject to the Permitted Encumbrances and the exceptions, reservations, and registrations as exist as of date hereinafter stated when this Agreement becomes effective and the registration of such Transfer shall be at the expense of the Purchaser.

28. FIRST RIGHT OF PURCHASE

The Developer reserves the right to purchase the Property from the Purchaser for the same Purchase Price (less the initial and additional deposit which is forfeited as liquidated damages) initially paid to the Developer by the Purchaser for the Property should the Purchaser:

- (i) attempt to sell the Property without first having completed a home (to the point where an Occupancy Certificate is issued) to any other person other than the Developer (hereinafter referred to as the "Third Party");
- (ii) fail to commence construction by June 30, 2006, contrary to paragraph 11 herein; or
- (iii) fail to complete the exterior construction by October 31, 2006, contrary to paragraph 11 herein.

This shall be characterized as a first right of purchase, and the Developer's interest in the Property shall be prior to the interest of any such Third Party. Upon being informed in writing of the Purchaser's intention to convey the

Property to a Third Party, the Developer shall have fourteen (14) days to provide notice to the Purchaser of its intention to purchase the Property. Should the Developer elect to purchase the Property, the closing date for such a transaction shall be 45 days following the Developer's election to purchase. Should the Developer fail to provide notice of its intention to purchase the Property within the prescribed fourteen (14) day period, then the Developer shall be deemed to have elected NOT to purchase the Property. The Developer shall have the right to register a caveat at the applicable Land Titles Office against the title to the Property with respect to the rights conveyed in this Paragraph.

29. VENDOR'S LIEN

The Purchaser hereby agrees and acknowledges that the Total Price for the Unit being offered by the Developer is a discounted price in comparison to what the Purchaser would pay for a property of similar quality in the same market. In consideration of this fact, the Lot Price reduction contained in Paragraph 1 of this Offer to Purchase shall not apply if the Purchaser sells or rents the property to any Third Party or tenant prior to two (2) years after the issuance of the Occupancy Certificate relating to the Property. In the event that the Purchaser defaults on the above noted condition the Purchaser will forfeiture of the "Lot Price reduction" and the sum of \$30,000.00 plus applicable legal fees will immediately become due and payable. The Developer shall have the right to register a Vendor's Lien caveat at the applicable Land Titles office against the title of the Property in order to protect such interest in the land, which caveat shall be discharged by the Developer or its agent only after the Purchaser has provided proof that two (2) years have elapsed since the issuance of the Occupancy Certificate related to the Property.

30. POSTPONEMENT OF FIRST RIGHT OF PURCHASE AND VENDOR'S LIEN

The Developer agrees that after commencement of construction of improvements on the Property, it shall postpone its rights under Paragraphs 28 and 29 to *bona fide* mortgage financing secured against only the Property and improvements thereof in a principal amount not exceeding the Purchase Price and the estimated cost of construction of improvements on the Property.

31. NON-ASSIGNABLE

This Agreement shall not be assignable without the written consent of the Developer which consent may be arbitrarily withheld.

32. If this Offer is not accepted, the deposit shall be forthwith refunded to the Purchaser, without deduction or interest, provided however, if this Offer is accepted and the Purchaser fails to comply with the terms as hereinbefore agreed, the Deposit shall be forfeited as liquidated damages and at the Developer's option this Agreement shall be terminated but without affecting the Developer's right to damages.

33. Addendum "A" forms part of contract

DATED at Fort McMurray, this 31 day of May, 2005.

SIGNED in the presence of:

[Redacted signature]

WITNESS:

[Redacted signature]

[Redacted signature]

Purchaser signature

[Redacted signature]

(please print name)

[Redacted signature]

co-Purchaser signature

[Redacted signature]

(please print name)

Purchaser's GST number _____
(if applicable)

Address _____
(Telephone number(s)) _____

"Addendum A"

Pre-estimated future offsite Levy Bylaw 05 \$4600.00 per lot + gst:
(which may be refunded if determined not to
apply to this development)

\$4922.00



OFFER TO PURCHASE

ACCEPTANCE

The Developer hereby accepts the foregoing Offer, the Developer agrees to duly complete the sale on the terms and conditions of this Offer. Should the Developer fail to do so, the Purchaser may (at his option) cancel the Agreement and withdraw his deposit, or take whatever remedies the Purchaser may have at law.

DATED at [REDACTED] this [REDACTED] day of [REDACTED], 2005.

SIGNED in the presence of:

Wood Buffalo Housing and Development Corporation

Per:

[REDACTED]

c/s

Agent for the Developer

Subject: Lease Renewal – REC 850024 (Golf Course Expansion)**APPROVALS:**

Kelly Kloss, Chief Administrative Officer (Interim)
Marcel Ulliac, Director

Administrative Recommendation(s):

THAT the lease of 51.89 acres of Crown land as shown in red on Attachment 1 (Subject Area Map – REC 850024 within N½ and SE¼ Section 12 Township 89 Range 10 W4M dated July 29, 2010) for the Fort McMurray Golf Course operations be renewed based on the terms and conditions referenced in Attachment 2 (Terms and Conditions Recreational Lease Renewal REC 850024 dated August 3, 2010).

THAT the Fort McMurray Golf Club be issued a sublease for the subject property based on the same terms and conditions as the Head Lease held by the Municipality on the Crown lands.

Summary:

The Municipality has previously leased the subject lands from the Province for a term of twenty-one years (1987-2008) which has since expired.

The subject lands have been and continue to be used by the Fort McMurray Golf Club as part of the golf course operations.

Background:

The Crown policy requires that recreation leases be issued to the local municipal authority which may in turn sublease the lands to the respective recreational association.

Council approval is required for leases which exceed five (5) year terms.

Alternatives:

1. Approve the renewal of Recreational Lease No. REC 850024 between the Municipality and Alberta Sustainable Resource Development (ASRD) and the sublease agreement between the Municipality and the Fort McMurray Golf Club.
2. Deny the execution of the renewal of Recreational Lease No. REC 850024 between the Municipality and ASRD.

Budget/Financial Implications:

No direct budgetary or financial impact will result from the proposed renewal or execution of a sublease agreement. All costs incurred or associated with renewal of the recreation lease will be recovered from the Fort McMurray Golf Club. The Fort McMurray Golf Club will continue to pay annual property taxes and will maintain responsibility for any costs associated with the ongoing operation and maintenance of the Recreation Lease.

Rationale for Recommendation(s):



The subject lands are required for the golf course operations. ASRD requires that community based recreational dispositions be leased by municipalities, agricultural societies or other incorporated societies. The former City of Fort McMurray undertook to lease the required lands in order to facilitate the golf course development and operations. This is simply a continuance of the Municipality's previous commitment and undertakings.

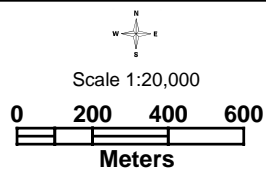
Attachments:

1. Subject Area Map
2. Terms and Conditions

ATTACHMENT I - SUBJECT AREA MAP



-  REC 850024
-  Thickwood Golf Course



REC 850024
WITHIN N 1/2 AND SE 1/4
SEC. 12 TWP. 89 RGE. 10 W4M



REGIONAL MUNICIPALITY
OF WOOD BUFFALO

Map created by the Geographic Information
Systems Branch on July 29, 2010

Map SI0314

Terms and Conditions
Recreational Lease Renewal – REC 850024

Legal Description:	Within N. ½ and SE ¼ Sec. 12 Twp. 89 Rge. 10 W4M (Fort McMurray Golf Club) as illustrated in the Attachment 1 – Subject Area Map.
Area:	51.89 Acres more or less
Term:	25 Years commencing from May 22, 2008
Fees:	Approximately \$650.00 inclusive of G.S.T.
Conditions:	<p>As public access is a central feature and is consistent with the intent and purpose of this lease the lease holder shall ensure public accessibility, deemed reasonable to the Minister, to all common recreational/cultural facilities approved under the lease agreement.</p> <p>That the Lessee shall use the said lands solely for the purpose of Golf Course.</p>

Subject: Sale of Lot 6, Block 6, Plan 616AO – Lower Townsite Fort McMurray

APPROVALS:

Kelly Kloss, Chief Administrative Officer (Interim)

Administrative Recommendation(s):

THAT the unsolicited Offer to Purchase the property legally described as Lot 6, Block 6, Plan 616AO be approved, subject to the terms and conditions outlined in Attachment 1 (Summary Land Sale – Terms and Conditions dated August 4, 2010).

Summary:

The Municipality owns the subject property (as shown in Attachment 2) along with six additional lots located to the East. The six lots are currently leased to the United Church (as shown in Attachment 3). The Municipality also previously leased the subject property to the United Church, however, the United Church surrendered its interest in the lease in order to reduce the amount of annual local improvement levy they were responsible for as a result of the Gordon Avenue upgrades. The subject property has since remained as a vacant undeveloped lot.

The Municipality has now received an unsolicited offer to purchase the property legally described as Lot 6, Block 6, Plan 616AO (10015 Gordon Avenue).

Council approval is required in order to authorize the sale.

Background:

The subject property is zoned R3 – Medium Density Residential District under the *Land Use Bylaw*. However, the single lot on its own does not provide for optimum development potential, and is best suited for consolidation with adjoining properties.

The purchaser is also the owner of 10017 and 10019 Gordon Avenue which are two lots located immediately to the West of the subject property. The purchaser intends to consolidated the lots and create a single parcel for multi-family residential development purposes.

This potential sale was distributed to the United Church and to various municipal departments. No objections were received; however Engineering did raise the matter of servicing future development which may occur. However, any servicing issues would be addressed through the development approval process.

Section 70 of the *Municipal Government Act* allows a municipality to sell land at fair market value without public advertising. An appraisal of the property was carried out by an independent accredited property appraiser to establish fair market value.

Alternatives:

1. Sell the land to purchaser based on the fair market value appraisal
2. Do not sell the land and retain municipal ownership as vacant undeveloped property

Budget/Financial Implications:

Payment of the purchase price is scheduled within sixty (60) days after Council approval.

Rationale for Recommendation(s):

The intent of the R3 zoning is to provide for higher density development of residential units on a given parcel of land than would otherwise be allowed in a single family zone. The area where the subject land is located is situated next to single family lots. In order to develop the land to the density allowed in an R3 zoning it is necessary to combine the lots. In this case, the purchaser is offering to purchase the lot at fair market value, consolidate the lots and develop a multi-family building thus maximizing the potential use of the land. Maximization of the use will be consistent with the R3 zoning and would comply with the Lower Townsite Re-development Plan.

Because of the limited utility (use and benefit) of having the lot developed on its own, the Municipality would not likely offer the subject property to be sold on its own. If the single lot were sold to a third party the number of units that could be developed on two separate parcels is less than the number of living units that could be put on the combined lots. This would not be using the land to its maximum potential. Thus, it is more appropriate to dispose the subject property so that it can be consolidated with adjoining lots and realize its maximum development potential.

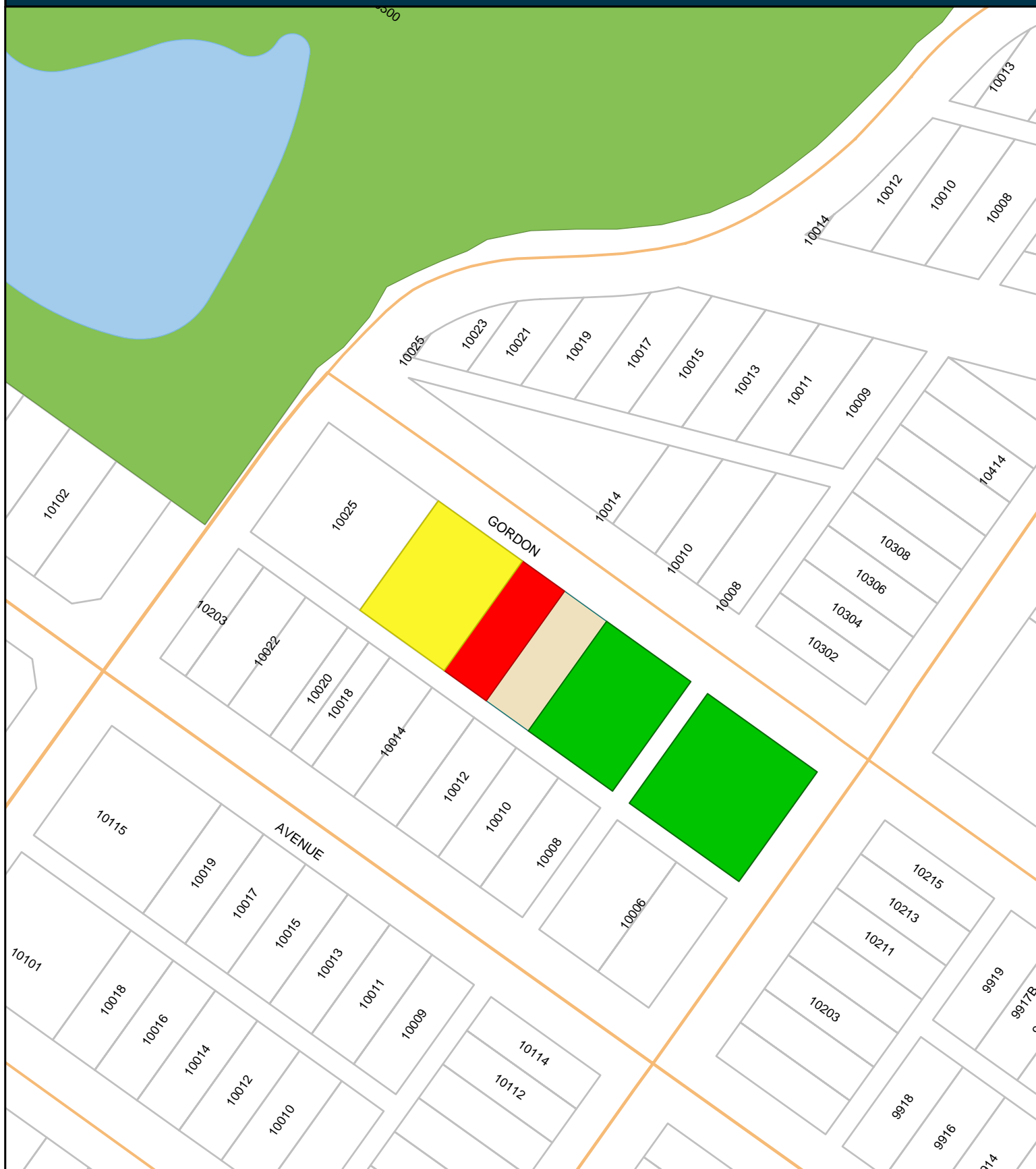
Lastly, given the need for housing and the pressure to open up land for development, it would not be the best use of this parcel to leave it vacant and undeveloped.

Attachments:

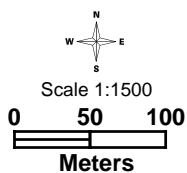
1. Summary Land Sale – Terms and Conditions dated August 4, 2010
2. Subject Area Map
3. Ownership Map

Summary Land Sale – Terms and Conditions

Legal Description:	Lot 6, Block 6, Plan 616AO (10015 Gordon Avenue) as illustrated on Attachment 2 – Subject Area Map.
Sale Price:	At current market value plus a 7% administration fee
Area:	0.06 Ha (0.15 Acres) more or less
Zoning:	R3 – Medium Density Residential District
Environmental Considerations:	None.
Condition of Sale:	<p>The sale price will be at market value and disposed of on an “as is” basis. The Municipality will enter into a Sell-back Agreement with the purchaser stating that should the purchaser not develop real estate on the site within 2 years, the Municipality has the option to buy back Lot 6, Block 6, Plan 616AO for the original sale price less 7% administration fee.</p> <p>The purchaser will complete a legal survey of the land in question and submit a consolidation plan to subdivision for approval which will be passed on for registration at Alberta Land Titles Office. The purchaser is responsible for all legal and other administrative fees.</p> <p>The vendor will register a caveat on land title protecting the Municipality’s interest on subject property.</p>



- | | |
|---|--|
|  | Municipal Land (Subject Property) |
|  | Municipal Land Leased to United Church |
|  | Adjacent Land Owned by Purchaser |
|  | Municipal Land |



SUBJECT AREA MAP



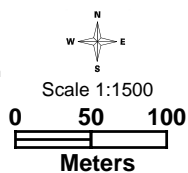
REGIONAL MUNICIPALITY
OF **WOOD BUFFALO**

Map created by the Geographic Information Systems Branch on July 23, 2010

SI0525A



- Consolidated Parcel
- Municipal Land Leased to United Church
- Municipal Land



CONSOLIDATED PARCEL



REGIONAL MUNICIPALITY
OF WOOD BUFFALO

Map created by the Geographic Information
Systems Branch on July 23, 2010

SI0525B

Subject: Lease: Northlands School Division – Anzac Municipal Reserve**APPROVALS:**

Kelly Kloss, Chief Administrative Officer (Interim)
Marcel Ulliach, Director

Administrative Recommendation(s):

THAT a lease be granted to the Northland School Division for the land legally described as Plan 0727083, Block 11, Lot 8MR containing 4.19 acres more or less as highlighted in red on Schedule A (Subject Area Map dated August 17, 2010) at the nominal one time payment of one dollar (\$1.00) for a term of twenty-five (25) years with an option to renew for another twenty-five (25) years if in good standing.

Summary:

The Municipality is the registered owner of the subject land that is centrally located in the Hamlet of Anzac and is designated as Municipal Reserve. Northland School Division identified a need for the land in order to construct an educational service facility (school) to serve the students of Anzac and neighboring communities. As part of the development process Northland School Board requested and received approval for development and building permits from the Municipality for the construction of an educational service facility on the subject land in Anzac on September 18, 2008.

Thus, since the Municipality has approved both the building and development permits and given the fact that the school has been constructed on the subject site, there is requirement to establish a lease agreement between the Municipality and Northland School Division.

Background:

The Area Structure Plan (ASP) for the Hamlet of Anzac was completed in March 2002 and identified the future development and land use concept for the area. The subject Municipal Reserve Land was proposed to be utilized for Parks and Recreation and Public Service. Development of the school compliments the parks and recreation use that was designated for the site in the ASP.

The Anzac ASP in conjunction with the Anzac Local School Board Committee in separate documents acknowledged that the former educational service facility in Anzac was operating above capacity that it was originally designed for, and stressed the need to build a new school.

Section 5.4 of the Anzac Area Structure Plan speaks to the need to provide for and enhance the recreational and educational opportunities for residents of the Hamlet of Anzac and the neighboring communities while protecting the natural environment. That section of the ASP outlined the School Board's plan to expand the Anzac Community School as new funding became available. Consequentially, the objective of the plan was to create a model that would

see the Municipality cooperating with the Anzac Community School Board to ensure adequate provision of school space in line with population growth.

The increase in student population attending the former school and the projected growth in the community of Anzac sparked the need to expand the school facility to accommodate students from kindergarten to the high school level.

In accordance with the *Municipal Government Act* RSA 2000, Chapter M-26 Section 70(2)(c), considering that the proposed below market lease for Plan 0727083, Block 11, Lot 8MR is to be used by a non profit organization there is no need to advertise the Municipality's intention to do so. Further, in accordance with the *Municipal Government Act* RSA 2000, Chapter M-26 Section 671(2)(c), the proposed lease and use of Plan 0727083, Block 11, Lot 8MR is for school authority purposes which is a permitted use of reserve land.

Budget/Financial Implications:

No direct budgetary or financial impact will result from the proposed lease other than the Municipality will not realize any lease revenue for use of the subject lands which is designated as Municipal Reserve.

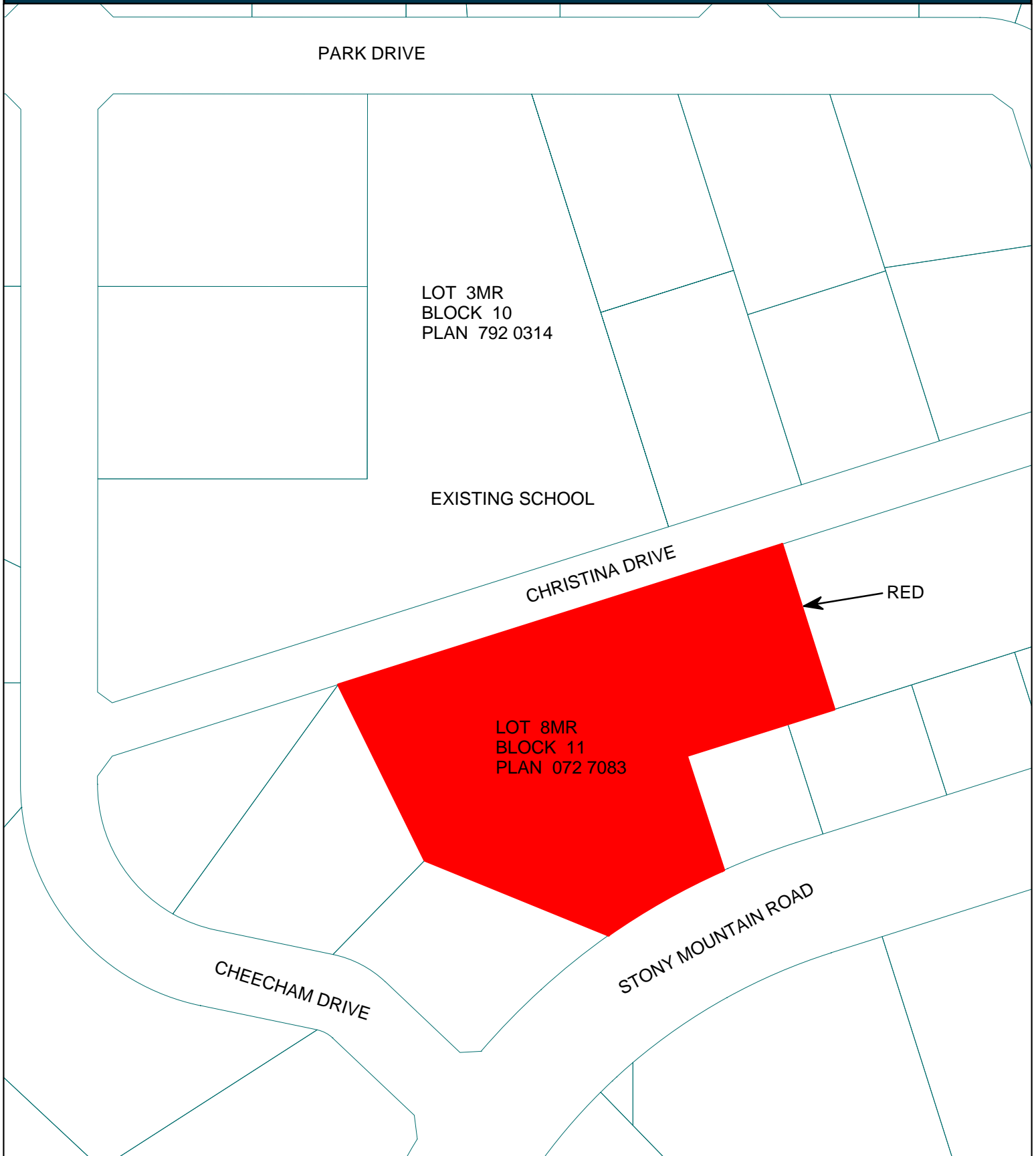
Rationale for Recommendation:

Considering that the existing structure needs to operate as a functioning school (Bill Woodward School, Anzac), the need for a lease agreement is imminent. Further, the Municipality has previously issued similar leases to other school boards. Section 971(2)(c) of the *Municipal Government Act* RSA 2000, Chapter M-26 authorizes, the Municipal Reserve may be used by a school authority for school authority purposes; such use is usually provided without financial compensation.

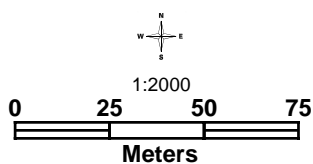
Attachments:

1. Schedule A (Subject Area Map dated August 17, 2010)

SCHEDULE A - SUBJECT AREA MAP



 Subject Area
 Survey Parcels



LOT 8 M.R. BLOCK II
PLAN 0727083
ANZAC



REGIONAL MUNICIPALITY
OF WOOD BUFFALO

Map created by the Geographic Information
Systems Branch on August 17, 2010

SI0558A

Subject: Land Sale between the Municipality and Abram's Land Development Corporation**APPROVALS:**

Kelly Kloss, Chief Administrative Officer (Interim)
Marcel Ulliach, Director

Administrative Recommendation(s):

That Administration is authorized to sell 99.34 acres more or less of raw land as shown on Attachment 1 titled Abram's Development August 26, 2010, at cost to Abram's Land Development Corporation (Abram's) subject to the following conditions:

1. Abram's will service and make developable the land;
2. As part of the servicing, Abram's will undertake the necessary oversizing of the utilities to facilitate future development of the property west of the Abram's land;
3. Abram's will sell back to the Regional Municipality of Wood Buffalo (Municipality) serviced and developable land identified as Parcels 1 and 2 on Attachment 1, at cost;
4. The cost of oversizing of utilities will be that of the Municipality;
5. Should Alberta Health Service (AHS) decide not to participate in the Abram's development, Parcel 3 on Attachment 1 will be sold back to the Municipality at cost;
6. An agreement satisfactory to the Chief Administrative Officer.

THAT the 2010 Capital Budget be amended as identified in Attachment 2 – Capital Budget Amendment Request – Abram's Land servicing and site preparation dated September 14, 2010.

Summary:

The Municipality is acquiring 154.05 acres of raw land from Alberta Sustainable Resources Development (ASRD) – (see Attachment 1). This acquisition was approved by Council in late 2009.

The Municipality will then transfer 99.34 acres of raw land to Abram's Land Development Corporation (Abram's) at cost. Abram's will subdivide and service the land (Attachment 1) and deliver to the Municipality Parcels 1 and 2. Parcel 3, approximately 10 acres, will also be purchased by the Municipality if Alberta Health Services (AHS) decides not to participate in the Abram's development. All lots are required for municipal purposes.

Parcel 1, comprising of approximately 31.57 acres is designated for the Thickwood Timberlea Recreation Complex. Parcel 2, comprising approximately 2.0 acres, will be residual to the Abram's project and due to its size will be consolidated with the Municipality's land west of the Abram's project.

Approximately 17 acres, identified as Parcel 4, can be serviced in the near term provided the utilities within the Abram’s project are oversized. The responsibility and cost to develop this land is the Municipality’s. As well the capital cost to develop the land will come back to Council for approval at a future meeting and is not included in the proposed capital budget amendment.

The details of the transactions will be included in a legal agreement between the parties.

Background:

In 2008, following a presentation by Abram’s, Council approved a contribution to the project of \$7.7 million. In return, the Municipality was to receive a 20 acre site, zoned and serviced, for the Thickwood Timberlea Recreation Complex. At that time Abram’s had been negotiating directly with ASRD to purchase the land which it would subsequently subdivide and service and in so doing also provide individual lots for its joint venture partners, namely:

- LeDiocèse De Saint Paul
- McMurray Gospel Assembly
- Markaz - Ul Islam Congregation in Fort McMurray
- AHS

In order to assist in moving the project forward more quickly, in 2009 the Municipality agreed to take the lead in purchasing the land from ASRD with the understanding that the original intent of the division of land between all existing parties be retained. Abram’s did agree that it would continue to be the developer of the land. Also in 2009, the Province changed its land sale policy from nominal sum disposition to market value. This resulted in the need to do significant due diligence to determine what land was actually developable. Following extensive environmental, planning, servicing and financial analysis throughout 2010 the Municipality reached an agreement with ASRD on the terms and conditions for the acquisition of some 154.05 acres (Attachment 1). The acquisition was approved by Council in late 2009.

A complicating factor in this project is the possibility that AHS, a member of the Abram’s Joint Venture, is still in a process of determining where its continuing care facility will be built. To ensure that solidified land commitments are in place to facilitate financing of the project, Abram’s has asked the Municipality to commit to buying the AHS site if AHS elects to proceed with its facility on another site. This request is strongly supported by Administration as it could provide much needed land for municipal purposes should it not be used by AHS.

As part of the overall land purchase from ASRD the Municipality will retain ownership of the additional lands located west of the Abram’s Project (Parcel 4). This presents an opportunity for some 17 acres to be developed in the very near term provided that Abram’s oversized the infrastructure within the Abram’s development. The agreement between the Municipality and Abram’s requires that the infrastructure be oversized, however the Municipality will pay that cost. The capital cost to develop this additional 17 acres will come back to Council for approval at a future meeting and is not included in the proposed capital budget amendment.

The recommendations before Council will enable the Abram’s project to move forward and in so doing provide serviced lots for Municipal purposes.

Budget/Financial Implications:

Council has previously approved an initial \$7.7m contribution towards the Municipality’s servicing cost for the original Abram’s development plan for a 20 acre site for the Thickwood Timberlea Recreation Complex.

The Municipality’s contribution to the Abram’s development has increased from the initial \$7.7m to \$20.7m due to the following factors:

1. servicing costs that reflect Municipality acquiring an additional 13.5 acres of land (33.5 acres verses 20 acres);
2. updated servicing cost estimates; and
3. oversizing of the utilities.

In order to ensure that the project moves forward in a timely fashion, Council’s pre-approval of an additional \$5.0m is required for the AHS site should it become available. This money would not be spent until it was determined the status of AHS involvement.

The source for the funding is the Capital Infrastructure Reserve for a grand total of \$25.7m.

Rationale for Recommendation(s):

The Municipality requires land for municipal development purposes. Abram’s is prepared to subdivide and service the subject lands for its joint venture members and the Municipality. Council’s approval will allow the finalization of the agreement between Abram’s and the Municipality so the project can finally proceed.

Alternative:

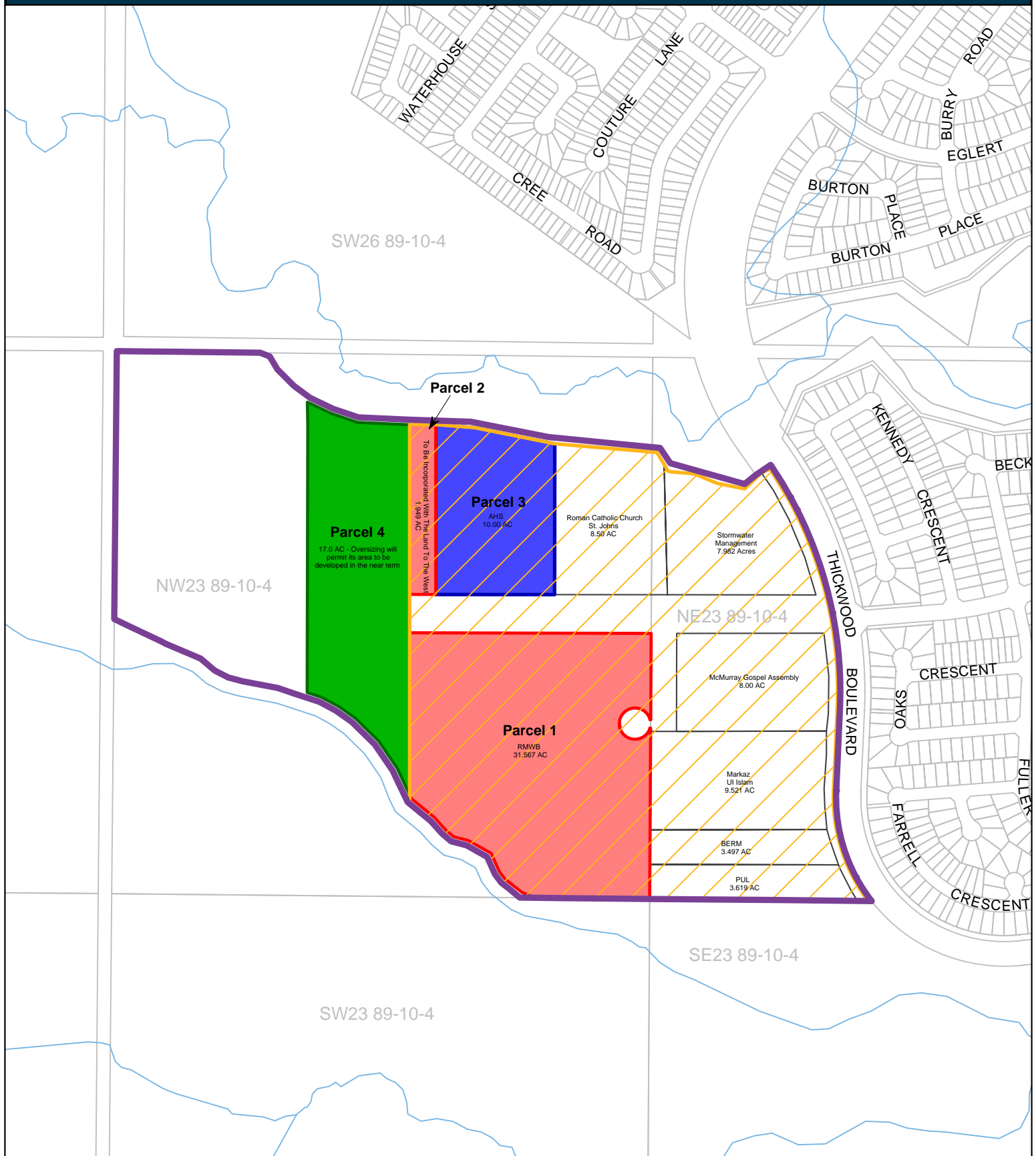
Not approve the entering into the agreement and approval of the budget.

Attachments:

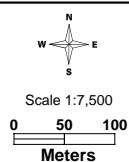
1. Map I – Land Acquired from ASRD
2. Capital Budget Amendment

ABRAM'S DEVELOPMENT

MAP I



- 154.05 Acres acquired from ASRD
- 99.34 Acres sold to Abrams
- Parcels to be acquired by Municipality - subdivided/serviced
- Land for which oversizing of infrastructure will permit its development in the near term
- Alberta Health Services
- Parcels for individual Organizations as Specified



ABRAM'S DEVELOPMENT



REGIONAL MUNICIPALITY
OF WOOD BUFFALO

Map created by the Geographic Information
Systems Branch on July 27, 2010
Updated August 26, 2010
Map S10546B

Regional Municipality of Wood Buffalo
Capital Budget Amendment Request
Amendment Date: September 14, 2010

ATTACHMENT 2

CURRENT PROJECT NAME: Abram's Land - Servicing and Site Preparation

AMENDED PROJECT NAME:

Capital Code (if applicable):

PROJECT Number (if applicable): Project Amendment

DIVISION: Public Infrastructure

DEPARTMENT / BRANCH: Engineering

CURRENT PROJECT BUDGET

[Select current funding status](#)

Current Priority Score

<i>Year</i>	<i>Annual Cost</i>	<i>Fed Grants</i>	<i>Prov Grants</i>	<i>Reserves</i>	<i>Operating Budget</i>	<i>Other Sources</i>	<i>Debtenture Financed</i>
<i>Prior</i>	600,000			600,000			
<i>2010</i>	7,100,000			7,100,000			
<i>2011</i>	-						
<i>Thereafter</i>	-						
TOTAL	7,700,000	-	-	7,700,000	-	-	-

DESCRIPTION/RATIONALE FOR BUDGET AMENDMENT

This is the municipal portion of the proposed Abram's Land Development Corporation (Abrams) development which is in conjunction with three church groups and Alberta Health Services (AHS). The land purchase from Alberta Sustainable Resource Development (ASRD) is for 154.05 acres of which 99.34 acres of land will be sold to Abrams for \$3,360,000. The funding from the Capital Infrastructure Reserve of \$20.7 M will provide the site grading, water, sewer, storm, roads and other utilities to provide the Municipality with two (2) serviced lots ready for municipal use by 2013. Also included is the provision of \$5 M in the event that AHS elects not to participate in the Abram's development.

AMENDED PROJECT BUDGET (Only required if project is new, deferred, or amended)

[Select amended funding status](#)

Amended Priority Score

0

<i>Year</i>	<i>Annual Cost</i>	<i>Fed Grants</i>	<i>Prov Grants</i>	<i>Reserves</i>	<i>Operating Budget</i>	<i>Other Sources</i>	<i>Debtenture Financed</i>
<i>Prior</i>	7,700,000			7,700,000	-		
<i>2010</i>	4,700,000			4,700,000	-		
<i>2011</i>	11,400,000			11,400,000	-		
<i>Thereafter</i>	1,900,000			1,900,000	-		
TOTAL	25,700,000	-	-	25,700,000	-		-

ADDITIONAL INFORMATION

Negotiations with ASRD have been reached for the purchase of 154.05 acres land for an estimated cost of \$6,400,000.

Engineering
 Sponsor Department/Branch

Kashif Khan, Project Manager
 Project Lead

PLEASE NOTE: Deferred projects must follow the budget process. Deferring a project to a future year does not grant pre-budget approval for that project.

CAPITAL PRIORITY SCORE

0

HIGH PRIORITY - Project has incurred costs or will need to start in the first year of the 5-year capital plan

MEDIUM PRIORITY - Project does not need to start until the second or third year of 5-year capital plan

LOW PRIORITY - Project does not need to start until the fourth or fifth year of 5-year capital plan

NOT APPLICABLE - Criterion does not apply to this capital project

		High Yr 1	Medium Yr 2 or 3	Low Yr 4 or 5	N/A	Score
		6	3	1	0	
Criteria						
Health or Safety Issue	7					0
Legislation Changes	6					0
Maintain Existing Assets	5					0
Maintain Current Service Levels	4					0
Increase Efficiencies	3					0
Increase Level of Existing Service	2					0
New Service	1					0
Total Priority Score						0

**Subject: Community Identification Committee Recommendations –
Roadways in Rickard's Landing Industrial Park****APPROVALS:**

Kelly Kloss, Chief Administrative Officer (Interim)
Dennis Peck, Director

Committee Recommendation(s):

THAT the roads in Rickard's Landing Industrial Park be named Rickard Road, Royer Way, and Robertson Street.

Summary:

The Community Identification Committee met recently and has recommended the following names for the roads within Rickard's Landing Industrial Park: Rickard Road, Royer Way, and Robertson Street. In accordance with the Community Identification System Council Policy (No. PRL-040-2006), Council approval is required for all roadway and facility naming.

Background:

On June 23, 2009, Council approved an amendment to the Highway 63/881 Corridor Area Structure Plan, and the Land Use Bylaw to allow for Business Industrial uses in Rickard's Landing, which is located approximately 15 kilometres south of the Fort McMurray Urban Service Area, east of Highway 63 and directly south of Highway 881 (Attachment 1). On July 22, 2009, approval for subdivision of the area was given, and development is currently in progress.

The Community Identification Committee met on July 6, 2010 and made recommendations for the naming of streets in the Rickard's Landing Industrial Park. The recommendations Royer and Robertson were taken from the inventory of names developed for the Committee, and Rickard is the name of the previous, long-term land owner of the Industrial Park (Attachment 2).

Alternatives:

1. Approve the recommended names.
2. Approve other names.

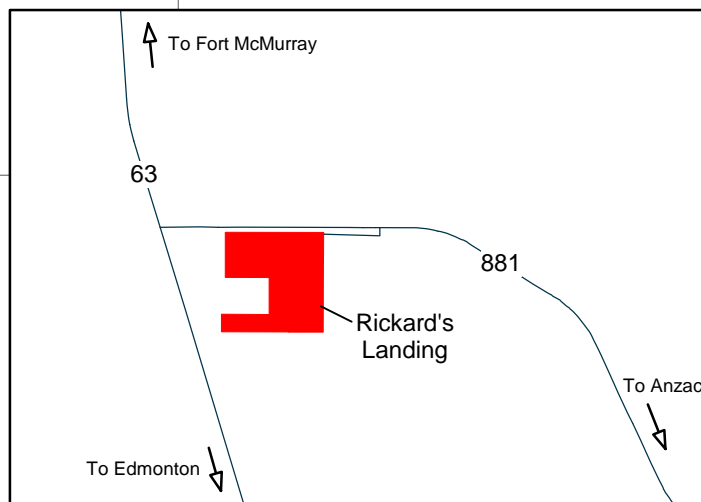
Rationale for Recommendation(s):

The recommended names will give recognition to significant persons who have contributed to local industrial development, and will allow municipal roadways to be named and signage installed where appropriate.

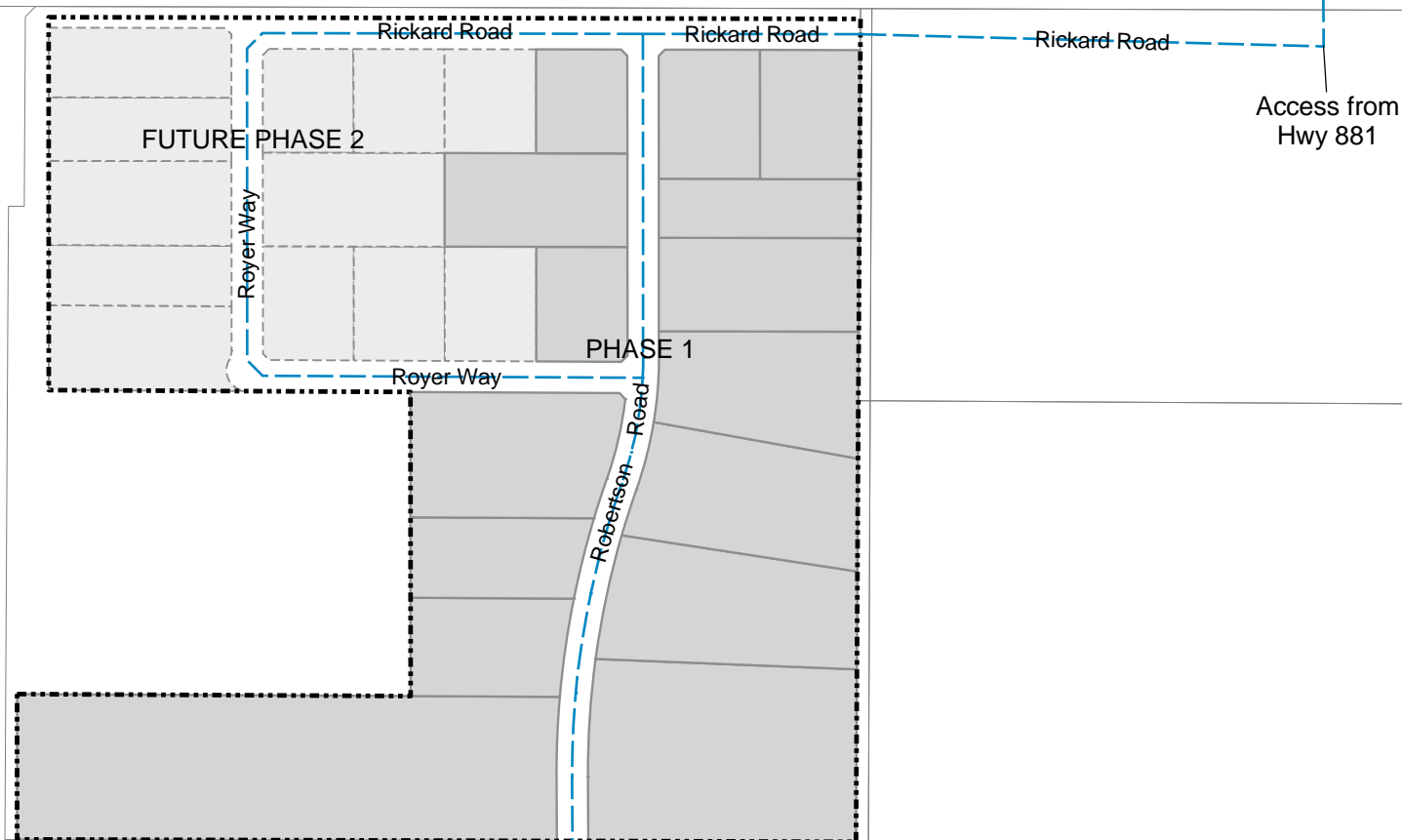
In addition, good practice would suggest that the name of a road change at an obvious end such as a T-intersection or a ninety degree change in direction. Therefore as illustrated in Attachment 1, the Rickard Road name applies to the entire length of road along the northern boundary of the development. This pattern of street naming will help to reduce the potential for misinterpretation by Emergency Services and the public.







Attachments:

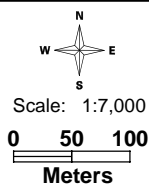
1. Subject Area Map – Name Recommendations
2. Significance of Name Recommendations



Hwy 881



-  Rickard's Landing Industrial Park
-  Phase 1
-  Phase 2
-  Survey Parcels
-  Highway 881
-  Proposed Roads



RICKARD'S LANDING INDUSTRIAL PARK



Map created by the Geographic Information Systems Branch on September 8, 2010

PL0540

**Significance of Name Recommendations:****Royer Way – ROYER, Emile Joseph & Louise:**

“Arrived in Fort McMurray in 1972. Owned & operated the first glass shop since 1972; retired & son operates the shop today (circa 2001). Emile was President of Minor Hockey from 1974 to 1979, President of Muffaloose Trail Blazers from 1980 to 1985. Emile & Lousie volunteered in support of Minor Hockey and were instrumental in starting up Crime Watch for the businesses in Gregoire. Both generously donated glass to Heritage Park for repairs caused by vandals.”

Robertson Street – ROBERTSON, Colin:

“Robertson, a dominating man, was hired to master-mind the challenge against the North West Company’s superiority in the Athabasca Basin, in 1815, by the Hudson Bay Company.”

Rickard Street – RICKARD, Donald:

Mr. Rickard has been a resident in Fort McMurray since 1974 and started his excavation business in 1989. He bought the subject land (now Rickard’s Landing) in 2000 and sold it to Wood Buffalo South Industrial Parks Ltd. in 2009.

**Subject: Community Identification Committee Recommendation –
Naming of Roadway in the Lower Townsite****APPROVALS:**

Kelly Kloss, Chief Administrative Officer (Interim)
Carol Theberge, Divisional Manager
Dennis Peck, Director

Community Identification Committee Recommendation:

THAT the road running through the Lower Townsite from the roundabout located at the Highway 63/King Street interchange to Riedel Street, and its future extension, be named Prairie Loop Boulevard.

Summary:

The Community Identification Committee met recently and recommended that the road running through the Lower Townsite be named Prairie Loop Boulevard. In accordance with Community Identification System Council Policy (No. PRL-040-2006), Council approval is required for all roadway and facility naming.

Background:

At the October 13, 2009 Council meeting, consideration was given to a recommendation from the Community Identification Committee to name the road running through the Lower Townsite “The Prairie Loop Drive.” During discussion, alternative names were reviewed including “Clearwater Drive” and variations of “The Prairie Loop Drive.” Subsequently, the matter was referred to the Community Identification Committee (Committee) for further review.

In reviewing the name “Clearwater Drive,” it was found that in the Lower Townsite there is a street named “Clearwater Crescent” (Attachment 1) but no other “Clearwater Drive.” During the review it was also discovered that in many previous documents submitted at various Council meetings dating back to 2006, the road in question was often referred to as “Clearwater Drive” (Attachment 2). This would appear to explain why many people already refer to the road as “Clearwater Drive.” Although the road may have been referred to as “Clearwater Drive,” Council never officially adopted that name and, as such, is the reason the matter is now before Council.

The Committee has met several times since the October 13 meeting to review the naming of the road, with the last being on July 6, 2010. Other names considered by the Committee are included as Attachment 3.

At the July 6 meeting, the Committee made a recommendation that the road be named “Prairie Loop Boulevard” (Attachment 4). The name is based on creating a distinctive name and recognizing the historical identity of the area, both in accordance with Section 3 of Council’s Community Identification System Policy PRL 040-2006.

The name “Clearwater Drive” was not supported by the Committee as there is already a street with a similar name: “Clearwater Crescent.” Although there are other locations in Fort McMurray with similar names such as “Sandpiper Bay” and “Sandpiper Road,” and “Hunter Street” and “Hunter Place,” these are in close proximity to one another and provide less opportunity for misinterpretation by Emergency Services.

Alternatives:

1. Approve the recommended name.
2. Approve another name.

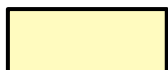
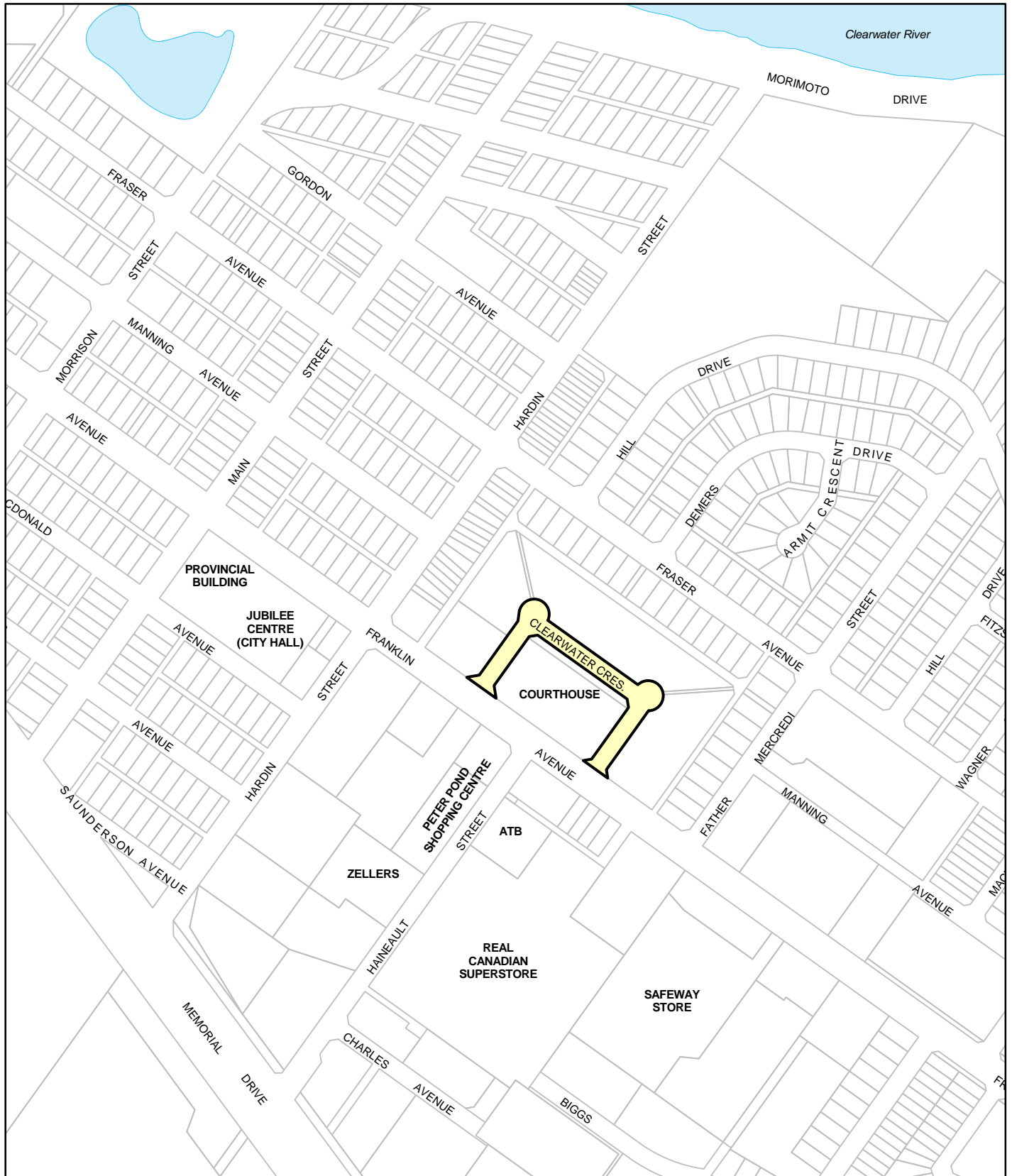
Rationale for Recommendation(s):

The Committee proposes the name Prairie Loop Boulevard because the subject roadway runs through flatland regions known as “the Prairie.” This area, located between Waterways and the Lower Townsite, was a staging ground for the military Canol Project in 1942, which served to provide freighting needed for oil field and pipeline work. As well, the Canol Project had a tent camp based in this area called Prairie Camp.

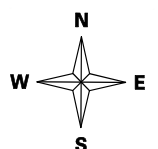
With the redevelopment of the Lower Townsite, the Committee felt that this name would keep the historical identity of the Prairie area alive within the community and give recognition to its historical significance. This name is also recognized and echoed in the Lower Townsite Area Redevelopment Plan’s identification of this general area.

Attachments:

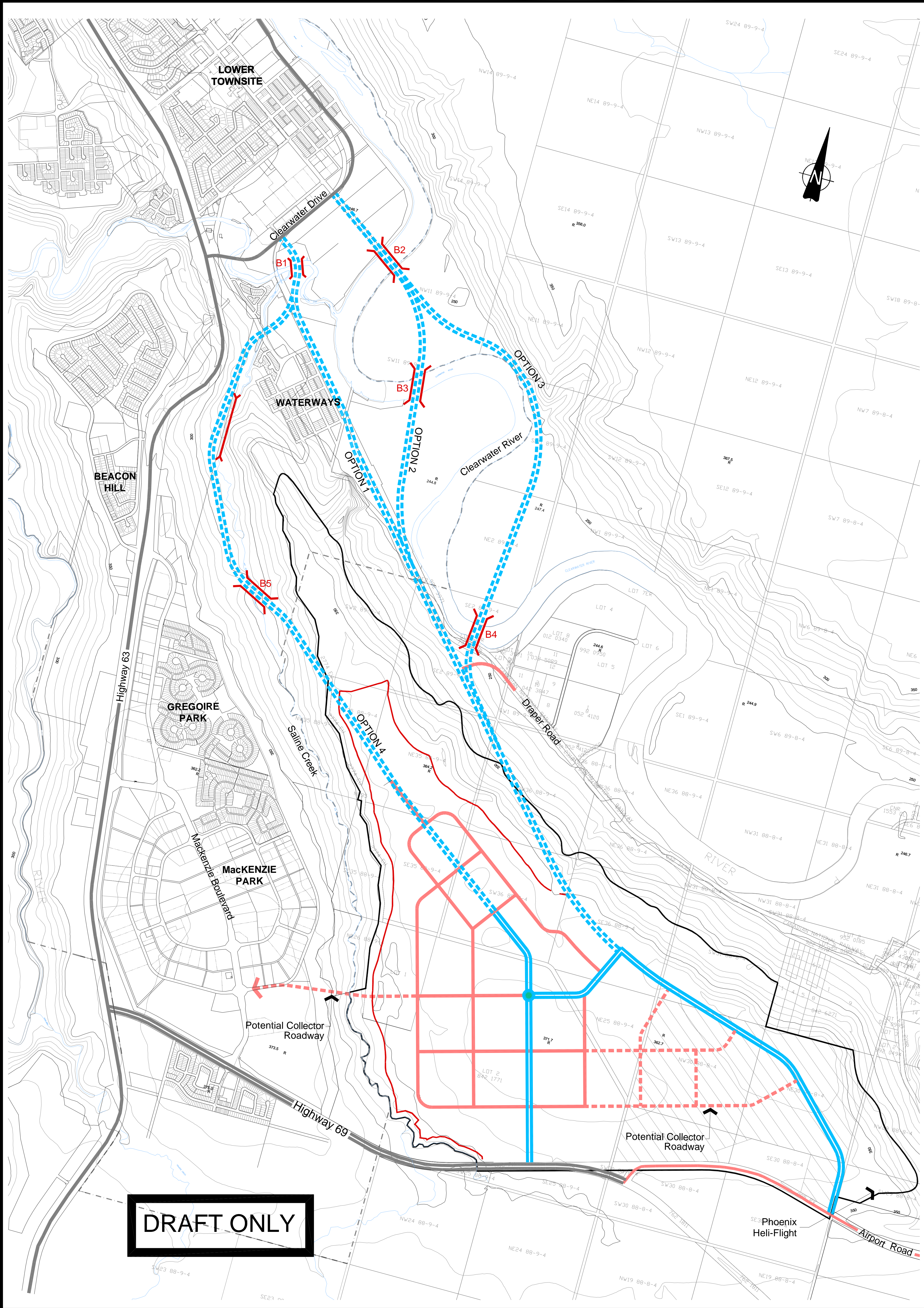
1. Subject Area Map – Clearwater Crescent
2. References to Clearwater Drive - Saline Creek Plateau Area Structure Plan – Transportation Concept, June 12, 2007
3. List of Name Recommendations - October 28, 2009
4. Subject Area Map – Proposed Prairie Loop Boulevard



Lower Townsite - Clearwater Crescent



This Drawing Is For The Use Of The Client And Project Indicated
No Representations Of Any Kind Are Made To Other Parties



Legend

	Highway		Rivers
	Highway		10m Contour
	Future Arterial Roadway		50m Contour
	Possible Arterial Roadway Alignment		ASP Boundary
	Future Collector Roadway		
	Potential Future Collector Roadway		
	Future Firesmart Roadway		
	Proposed Bridge Crossing		

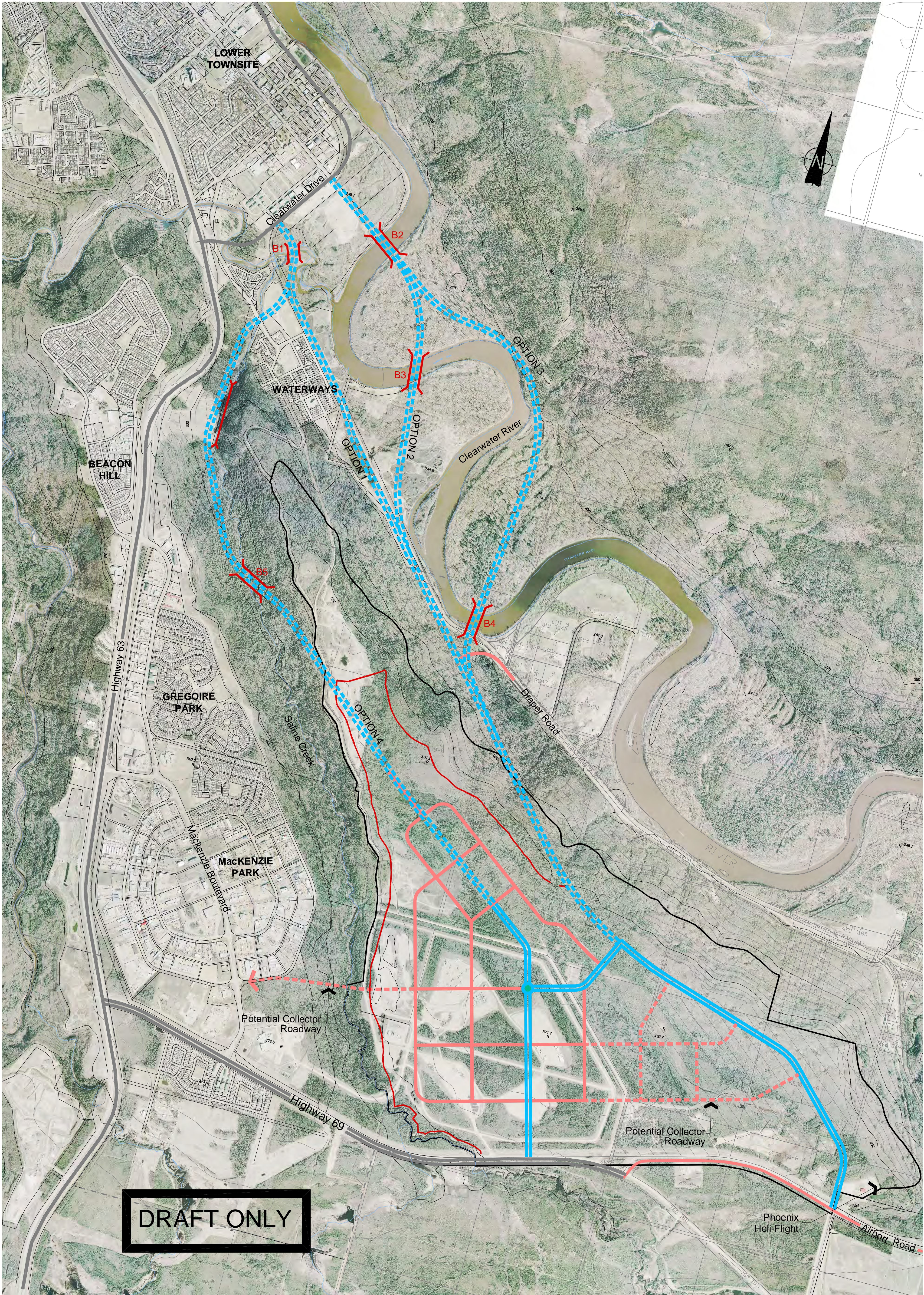
Associated Engineering

CLIENT: **REGIONAL MUNICIPALITY OF WOOD BUFFALO**

REGIONAL MUNICIPALITY OF WOOD BUFFALO
Saline Creek Plateau Area Structure Plan
Map 9 - Transportation

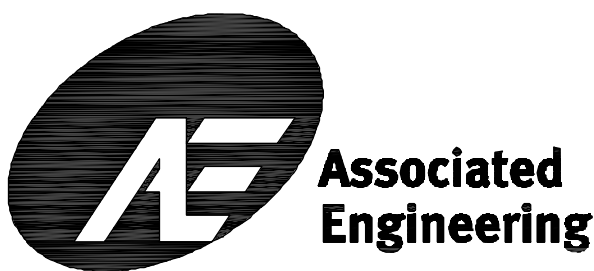
SCALE: 0 100 200 300 400 500
DATE: May 11, 2007
PROJECT NO. 053906

This Drawing Is For The Use Of The Client And Project Indicated
No Representations Of Any Kind Are Made To Other Parties



Legend

- Highway
- Future Arterial Roadway
- Possible Arterial Roadway Alignment
- Future Collector Roadway
- Potential Future Collector Roadway
- Future Firesmart Roadway
- Proposed Bridge Crossing
- Rivers
- 10m Contour
- 50m Contour
- ASP Boundary



CLIENT:



REGIONAL MUNICIPALITY OF WOOD BUFFALO
Saline Creek Plateau Area Structure Plan
Map 9 - Transportation

SCALE: 0 50 100 200 300 400 500

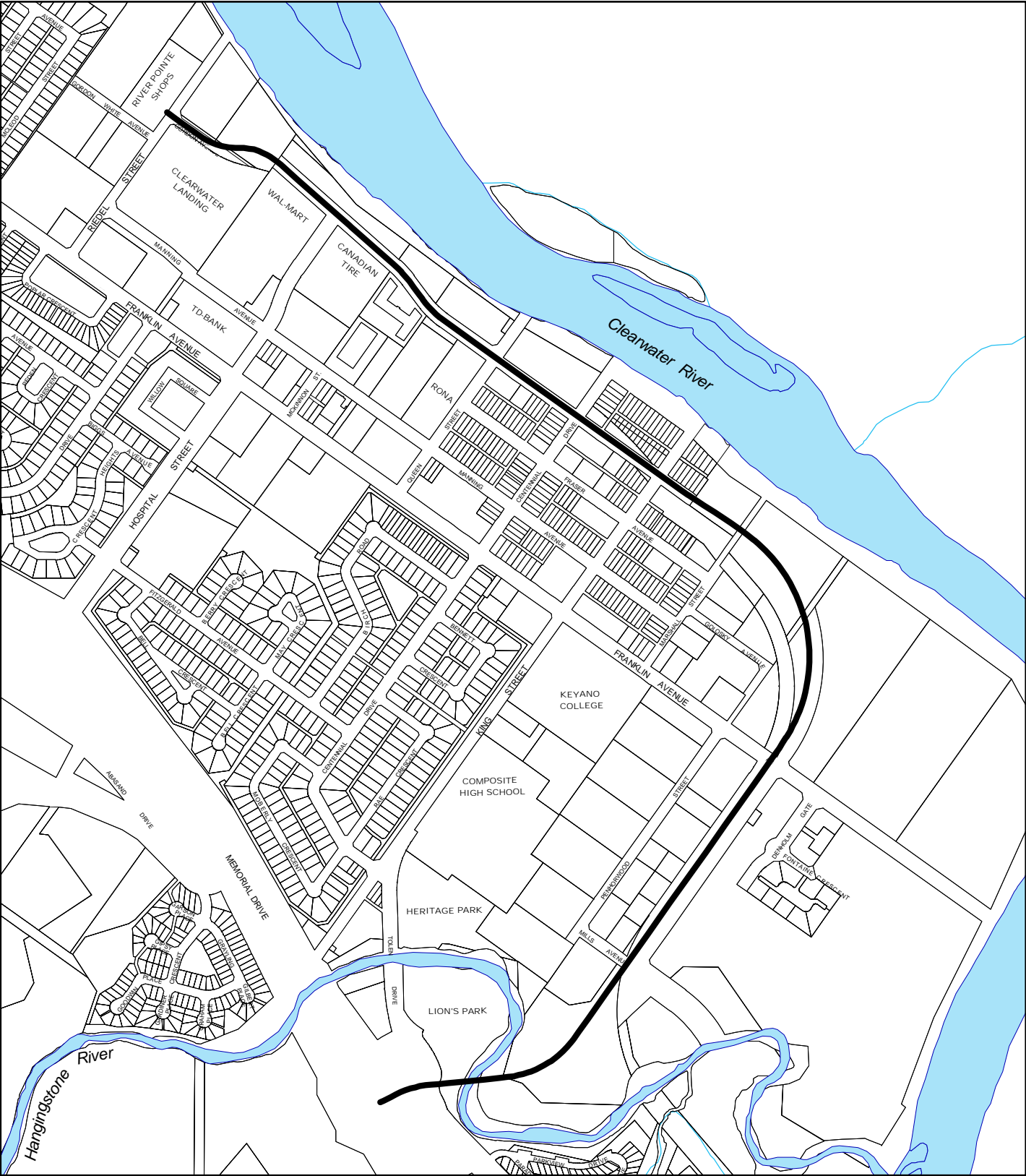
DATE: May 11, 2007

PROJECT NO. 053906



Community Identification Committee recommended names for the road in the Lower Townsite, October 28, 2009.

- Dunvegan Drive
- Furber Freeway
- Steamboat Boulevard
- Marine Drive
- N.T. Landing Drive
- Grahame Drive
- Nistawoyou Road



Lower Townsite Loop Road Location
Proposed Prairie Loop Boulevard



Subject: Northern Classic Event**APPROVALS:**

Kelly Kloss, Chief Administrative Officer (Interim)

Administrative Recommendation(s):

THAT funding of \$200,000 be utilized from the 2010 corporate operating surplus toward the Northern Classic Event; and

THAT in the event the 2010 corporate operating surplus is insufficient, the funds are committed from the Emerging Issues Reserve.

Summary:

The MacDonald Island Board and Northern Alberta Athletic Association (Oil Barons) formed a partnership to host a world-class event that inspires community pride, gains national awareness, and will symbolize the extraordinary opportunity that our Big Spirit philosophy provides our community, our province, and our nations.

The game between the Fort McMurray Oil Barons and the Drayton Valley Thunder will be played on Friday, November 26 at 7 pm on a regulation sheet of ice constructed on MacDonald Island. In addition to being the first official junior league game played under the stars, the event will strive to break the national attendance record for a junior hockey league game.

Background:

The MacDonald Island Board and Northern Alberta Athletic Association (Oil Barons) formed a partnership to host “The Northern Classic.”

The vision and goals for the event are:

“To host a world-class event that inspires community pride, gains national awareness, and will symbolize the extraordinary opportunity that our Big Spirit philosophy provides our community, our province, and our nations, and in doing so:

- Promote our region, our community, and celebrate the spirit of our people;
- Recognize the rich hockey tradition within our community;
- Inspire others in our community to think big and showcase the region;
- Dedicate the efforts of community leaders to a valuable and viable fundraising event;
- Entertain our guests with a professional and world-class event hosted in Wood Buffalo.

Oversight and planning of the event will be coordinated through a seventeen person volunteer committee led by Chairman Sheldon Germain (Council's representative on the MacDonald Island Board), and Honorary Chairman Leo Roberts. As discussed at the first meeting of the Committee, the focus will be to gather the leadership of community-minded individuals in the Wood Buffalo region to deliver one of the most classic portraits of Canadian Winter Landscape with a background that places emphasis on what makes our region unique. The time is short, the task is immense, but the results will be truly unforgettable.

Wood Buffalo is known for its Big Spirit and its Big Events. The eyes of the world are on this community and the Regional Municipality of Wood Buffalo (Municipality) has an opportunity to again play a major role in showcasing it. Putting on such an event requires a cast of volunteers and substantial sponsorship dollars. The Committee has already begun its fundraising campaign with a number of major sponsors signed on. Any proceeds from the event will be donated back to the community. A major sponsor has already committed to purchase the rink boards and glass (approximately \$100,000) for the outdoor game, and then plans to donate that equipment back to the Municipality for use within Fort McMurray.

As one of the key community builders, the Municipality has a number of opportunities to contribute to the event including membership on the Committee, providing "in-kind" support, and financial contributions.

Budget/Financial Implications:

The amount of \$200,000 would be released from the Emerging Issues Reserve (in the event that it cannot be accommodated within the 2010 corporate operating surplus) as a contribution toward the event.

Rationale for Recommendation(s):

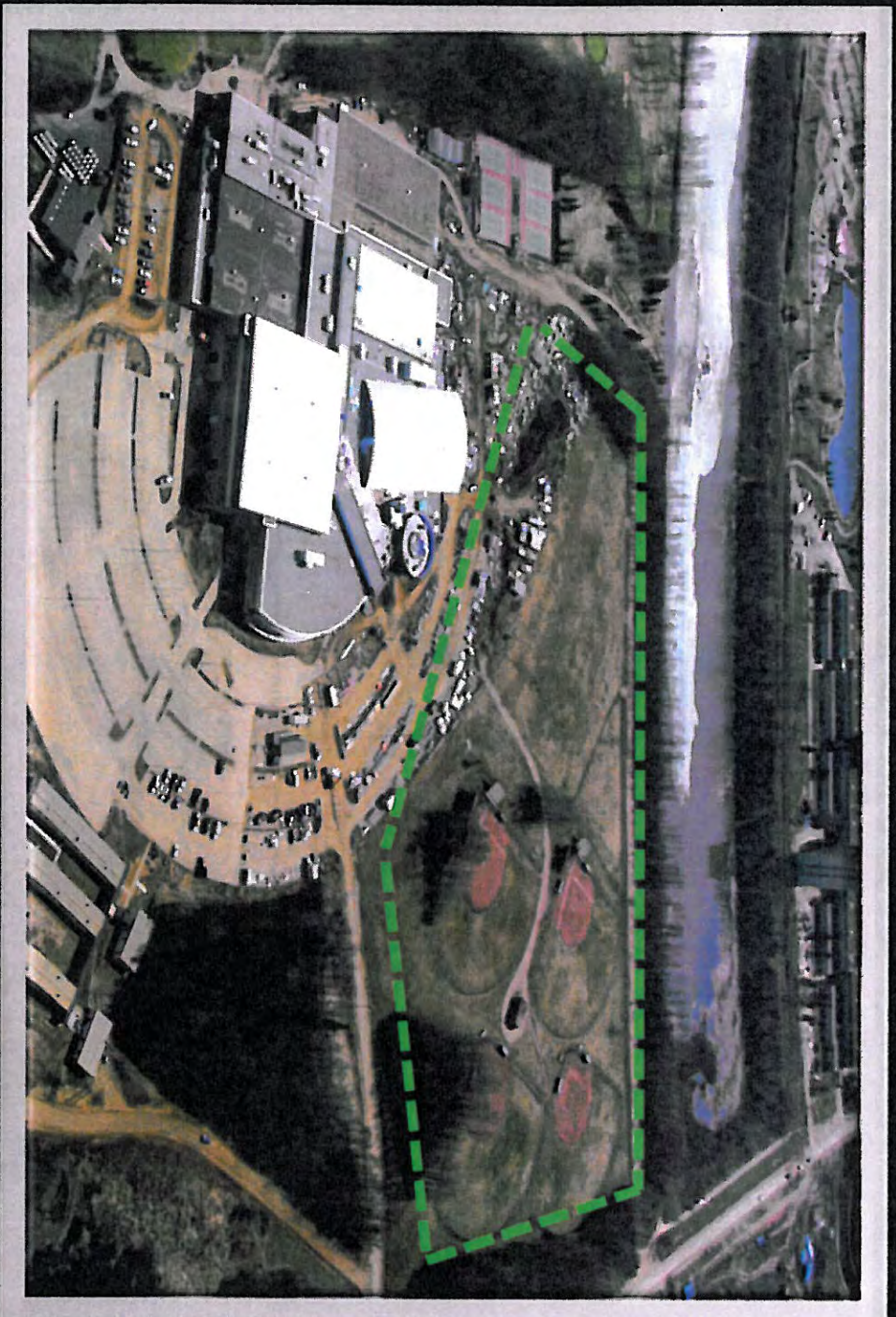
The Municipality has an opportunity to be a major participant in the hosting an event that will showcase Wood Buffalo to the nation. As an ongoing promotional opportunity, highlights of event will be captured on video for future use.

The Municipality will also receive a substantial legacy of a complete outdoor rink for use within Fort McMurray, which will serve the needs of our community for years to come.

Attachments:

1. Site Map

Location



Subject: Councillor Inquiries**Governance, Agenda and Priorities Standing Committee Recommendation(s):**

That the Governance, Agenda and Priorities Standing Committee be delegated the authority to govern Councillor inquiries and to direct the Chief Administrative Officer, as required, specifically related to Councillor inquiries; and

That the Chief Administrative Officer be authorized to classify Councillor inquiries as received.

Summary:

In order to ensure that Councillor inquiries are responded to in an effective and efficient manner, a classification and prioritization system is required.

Background:

Currently, Councillor inquiries are submitted, usually via email, to a designated staff member, who then liaises with the appropriate parties to obtain a response. Many inquiries require the investment of significant resources, therefore pulling Administration's attention away from other initiatives. In some cases, the inquiry may be for the benefit of a single Councillor as opposed to the whole of Council. In addition, frustration has been expressed regarding the current system, as responses sometimes take longer than the Councillor feels is appropriate, and items get re-prioritized to deal with requests that are time-sensitive or may have significant impacts.

Extensive discussion occurred at the September 1, 2010 GAP Committee meeting and it was decided that it be recommended to Council that the Chief Administrative Officer (CAO) be authorized to assign a classification to Councillor inquiries as they are received and that the GAP Committee be delegated the authority to govern Councillor inquiries as it deems appropriate.

At this time, the recommended classifications system is as follows:

- A – Requires minimum research and can be responded to promptly by the CAO.
 - Response may be verbal or by email
 - Inquiries and responses are logged and provided to the Mayor and Councillors on a regular basis
- B – Extensive research and time is involved to respond, therefore a decision from the GAP Committee is required.
 - Inquiries are logged and forwarded to the GAP Committee for decision

- If the GAP Committee decides to proceed further, the CAO is directed to provide a response
 - If the GAP Committee decides that no further action is required, the Councillor who submitted the inquiry has the option to serve a Notice of Motion at a Council meeting
 - Inquiries and decisions/responses are logged and provided to Mayor and Councillors on a regular basis
- C – There is uncertainty if a response by the CAO is necessary and a decision from the GAP Committee is required.
 - Inquiries are logged and forwarded to the GAP Committee for decision
 - If the GAP Committee decides to proceed further, the CAO is directed to provide a response
 - If the GAP Committee decides that no further action is required, the Councillor who submitted the inquiry has the option to serve a Notice of Motion at a Council meeting
 - Inquiries and decisions/responses are logged and provided to the Mayor and Councillors on a regular basis

Alternatives:

1. Continue with the current system where all Councillor inquiries are logged and responded to as information is available.
2. Delegate the authority to manage all Councillor inquiries to the CAO.

Budget/Financial Implications:

All costs will be accommodated within the existing operating budget, however Elected Officials' and Administration's time dedicated to Councillor inquiries may redirect time from higher priority items.

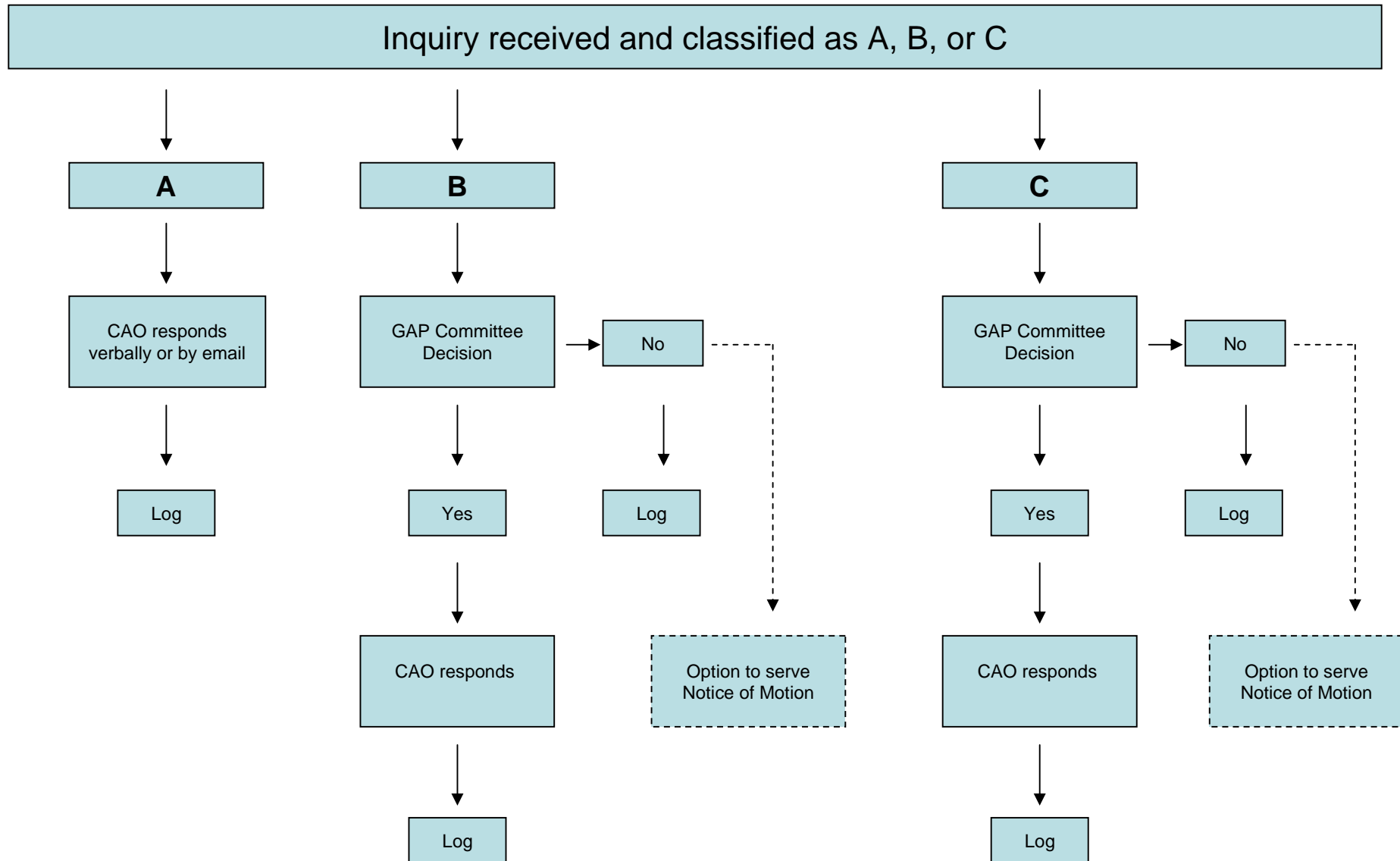
Rationale for Recommendation(s):

A classification system will help to ensure that Councillor inquiries are responded to in a effective and efficient manner and the GAP Committee governing and managing Councillor inquiries will provide clear direction, specific to Councillor inquiries, to the Chief Administrative Officer.

Attachment:

1. Councillor Inquiry Process Flowchart

Council Inquiry Process Flowchart



A - Requires minimum research and CAO can respond promptly; B – Extensive research and time therefore, GAP decision required; C – Uncertainty if CAO response necessary therefore, GAP decision required



Subject: Notice of Motion – Proposed closure of Edmonton City Centre Airport (ECCA)

APPROVALS:

Councillor John Vyboh

Recommendation(s):

THAT administration be directed to draft a letter to Edmonton City Council to reconsider closure of the Edmonton City Centre Airport as it would have a negative impact on the citizens of this region who, due to medical emergencies need to be medevac to the closest airport and medical facility.

Background:

At the Council meeting held on Tuesday, July 13, 2010 Councillor Vyboh served notice that the following motion will be brought forward for Council's consideration on July 13, 2010:

“THAT administration be directed to draft a letter to Edmonton City Council to reconsider closure of the Edmonton City Centre Airport as it would have a negative impact on the citizens of this region who, due to medical emergencies need to be medevac to the closest airport and medical facility.”