

I. ADOPTION OF AGENDA

II. ITEMS FOR DISCUSSION AND RELATED BUSINESS

- A. Select Items for Debate
- B. Vote on Items not Selected for Debate

III. ADOPTION OF PREVIOUS MINUTES

- A. Approval of Minutes of the Regular Council Meeting held Monday, November 13, 2018

IV. RECOGNITION ITEMS

V. PUBLIC COMMENTARY

VI. PUBLIC HEARING

Explanation of the Public Hearing Process

- A. Bylaw No. 1001-2018 - Redistricting North Commercial
- B. Bylaw No. 1002-2018 - Redistricting Part of Lot A1, Block 2, Plan 554TR
- C. Bylaw No. 1003-2018 -Redistricting South Park Zero Lot Line Homes
- D. Bylaw No. 1009-2018 - Text Amendment to Land Use Bylaw No. 809-2013

Call for Persons to Speak

VII. PRESENTATIONS

There are no Presentations for the Agenda.

VIII. BUSINESS

- J. Cannon A. Request for Approval of the 2019 Capital and Operating Budgets
- J. Cannon B. Uncollectible Property Taxes – Linear
- R. Sereda C. Commemorative Bench Program – Policy Update
- S. Losier D. Policy 61.00:15 Development Inspection Fees

IX. BYLAWS

- J. Cannon A. Bylaw No. 1006-2018 - Fees 2019 Bylaw (2nd & 3rd Readings)
- S. Olson B. Bylaw No. 999-2018 - Offsite Levy Bylaw (2nd & 3rd Readings)
- K. Woitt C. Bylaw No. 1001-2018 - Redistricting North Commercial - 61 Avenue/46A Street (2nd & 3rd Readings)
- K. Woitt D. Bylaw No. 1002-2018 - Redistricting Part of Lot A1, Block 2, Plan 554TR (Assisted Living Facility-Limited) (2nd & 3rd Readings)
- K. Woitt E. Bylaw No. 1003-2018 - Redistricting South Park Zero Lot Line Homes (2nd & 3rd Readings)
- K. Woitt F. Bylaw No. 1009-2018 - Text Amendment to Land Use Bylaw No. 809-2013 (2nd & 3rd Readings)
- K. Woitt G. Bylaw No. 1012-2018 - Text Amendment to Land Use Bylaw No. 809-2013 – Downtown Mixed-Use Overlay (1st Reading)

X. PUBLIC COMMENTARY

XI. IN-CAMERA ITEMS

- M. Hay / H. Wilson A. Leduc-Nisku Economic Development Association Update – December 3, 2018 (FOIP s. 16, 21, 24 & 25)
- Mayor B. Young B. Council Appointment of a Public Member to the Subdivision and Development Appeal Board (FOIP s. 24 & 29)
- Mayor B. Young C. Council Appointment of a Public Member to the Assessment Review Board (FOIP s. 24 & 29)

**REGULAR COUNCIL MEETING AGENDA
MONDAY, DECEMBER 3, 2018 AT 7:00 P.M.
COUNCIL CHAMBERS, LEDUC CIVIC CENTRE
1 ALEXANDRA PARK, LEDUC, ALBERTA
PAGE 3**



- | | | |
|--------------------------|----|---|
| Councillor
L. Tillack | D. | Council Appointment of Public Members to the Family and Community Support Services Advisory Board (FOIP s. 24 & 29) |
| Councillor
L. Hansen | E. | Council Appointment of Public Members to the City of Leduc Library Board (FOIP s. 24 & 29) |
| Councillor
L. Hansen | F. | Council Appointment of a Trustee to the Yellowhead Regional Library Board (FOIP s. 24 & 29) |
| Councillor
L. Hansen | G. | Council Appointment of Public Members to the Leduc Parks, Recreation and Culture Board (FOIP s. 24 & 29) |

XII. RISE AND REPORT FROM IN-CAMERA ITEMS

XIII. UPDATES FROM BOARDS & COMMITTEES

- A. Council Member Updates from Boards & Committees
- B. Council Member Updates from Commissions, Authorities, Other

XIV. INFORMATION REPORTS

- A. Mayor's Report

XV. ADJOURNMENT

ADOPTION OF AGENDA

This is your opportunity to make an addition, deletion or
revision to the Agenda

**ITEMS FOR DISCUSSION AND
RELATED BUSINESS**

Present: Mayor B. Young, Councillors B. Beckett, G. Finstad, B. Hamilton, L. Hansen,
T. Lazowski and L. Tillack

Also Present P. Benedetto, City Manager, and S. Davis, City Clerk

Mayor B. Young called the meeting to order at 7:01 pm.

I. ADOPTION OF AGENDA

MOVED by Councillor G. Finstad that the agenda be adopted as presented.

Motion Carried Unanimously

II. ITEMS FOR DISCUSSION AND RELATED BUSINESS

A. Selected Items for Debate

The following items were selected for debate:

VIII. BUSINESS

A. Family and Community Support Services Advisory Board Update

B. Vote on Items not Selected for Debate

Votes recorded under item headings.

III. ADOPTION OF PREVIOUS MINUTES

A. Approval of Minutes of the Regular Council Meeting held Monday, October 22, 2018

MOVED by Councillor L. Hansen that the minutes of the Regular Council Meeting held Monday, October 22, 2018, be approved as presented.

Motion Carried Unanimously

IV. RECOGNITION ITEMS

There were no recognition items.

V. PUBLIC COMMENTARY

There was no public commentary.

VI. PUBLIC HEARING

There were no public hearings.

VII. PRESENTATIONS

There were no presentations.

VIII. BUSINESS

A. Family and Community Support Services Advisory Board Update

D. Macdougall, Chair, Family and Community Support Services Advisory Board ("FCSS") made a PowerPoint presentation (Attached) and answered Council's questions.

Council thanked D. Macdougall for the presentation.

B. Third Quarter Financial Variance Report

The report was accepted as information.

C. Coventry Homes Request for Support

MOVED by Councillor L. Hansen that Council direct Administration to reimburse Coventry Homes all permit costs as identified in this report (Attached).

Motion Carried Unanimously

IX. BYLAWS

There were no bylaws.

X. PUBLIC COMMENTARY

There was no public commentary.

XI. IN-CAMERA ITEMS

There were no In-Camera Items.

XII. RISE AND REPORT FROM IN-CAMERA ITEMS

XIII. UPDATES FROM BOARDS & COMMITTEES

A. Council Member Updated from Boards & Committees

B. Council Member Updates from Commissions, Authorities, Other

There were no updates.

XIV. INFORMATION REPORTS

A. Mayor's Report

B. Building Inspector's Report

C. Newly Issued Business Licences

There was no discussion.

XV. ADJOURNMENT

The Council meeting adjourned at 7:27 pm.

B. YOUNG
Mayor

S. DAVIS
City Clerk

FCSS Advisory Board Presentation

November 13, 2018

2018 Advisory Board Members

- ▶ Dawn Macdougall- Board Chair Term 1:2017-2019
- ▶ **Lyndsay Sawchuk- Vice Chair**
- ▶ **Rhonda Whitten**
- ▶ Seth Nelson- Term 1: 2018-2020
- ▶ **Sharon Burghardt- (re-applied for Term 2)**
- ▶ Alissa Boyle- Term 1: 2018-2020

- ▶ Councillor Laura Tillack
- ▶ Councillor Bill Hamilton-Alternate

Objectives Today

- ▶ Update and Advise



City of Leduc FCSS Advisory Board

*The Family and Community Support Services Advisory Board shall advise Council on a range of appropriate **preventative** social services that are sufficient to **meet the needs** of the citizens of the community (396-97)*

**21 Years old
Suggest-updating and revising*

Other Committees

- ▶ Leduc Community Drug Action Committee
- ▶ Citizen of Distinctions



March 2018 Presentation

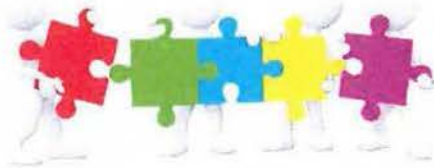
- ▶ Mental Health
- ▶ Youth Engagement and Development
- ▶ Advocacy with Provincial and Federal Levels



November 2018

- ▶ Base Line 9–Connecting Base Line 9 to Strat Plan
- ▶ Advisory Board–Supporting Strat Plan
- ▶ Focus Groups

*Base Line 9–9 organizations removed from GTO and placed as base lines in the Budget



Questions



RECOGNITION ITEMS

There were no Recognition Items.

PUBLIC COMMENTARY

NOTICE OF PUBLIC HEARING PROPOSED AMENDMENT TO LAND-USE BYLAW

The Following Information is Common to the Bylaw Presented

The City of Leduc is divided into land use districts to manage the location of development and ensure good planning for the municipality. Each district under the Land Use Bylaw has permitted and discretionary uses as well as development regulations for those uses. To change a land use district from what is existing under the Land Use Bylaw, the proposed amendment must be published to allow citizens an opportunity to clarify what is proposed, ask questions, or present objections at a required public hearing held prior to Council approving the amendment.

Bylaw No. 1001-2018

The purpose of proposed Bylaw No. 1001-2018 is to amend Bylaw No. 809-2013, the Land Use Bylaw of the City of Leduc, by redistricting the following parcels from GC – General Commercial to IBL – Business Light Industrial as depicted on the plan below. This redistricting will address several uses in the area that are currently non-conforming, and will also allow for more appropriate land use development to occur in the future.

- 9220392, Block 2, Lot 15
- 4692TR, Block 2, Lot 7
- 3766TR, Block 2, Lots 2, 5 and 6
- 7622090, Block 2, Lots 3A and 3B
- 1120825, Block 2, Lot 4B

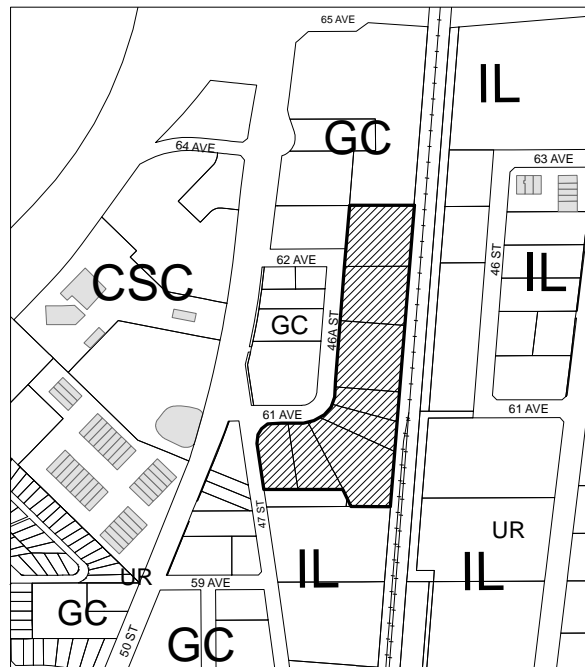
Bylaw No. 1002-2018


The purpose of proposed Bylaw No. 1002-2018 is to amend Bylaw No. 809-2013, the Land Use Bylaw of the City of Leduc, by redistricting part of Lot A1, Block 2, Plan 554TR, being 4222 – 50 Street, from MUR – Mixed-Use Residential to MUC – Mixed-Use Comprehensive to facilitate the development of an Assisted Living Facility (Limited). The townhouses within Camwood Estates that are located on the southwest corner of Lot A1, Block 2, Plan 554TR will remain unaffected by this redistricting bylaw.

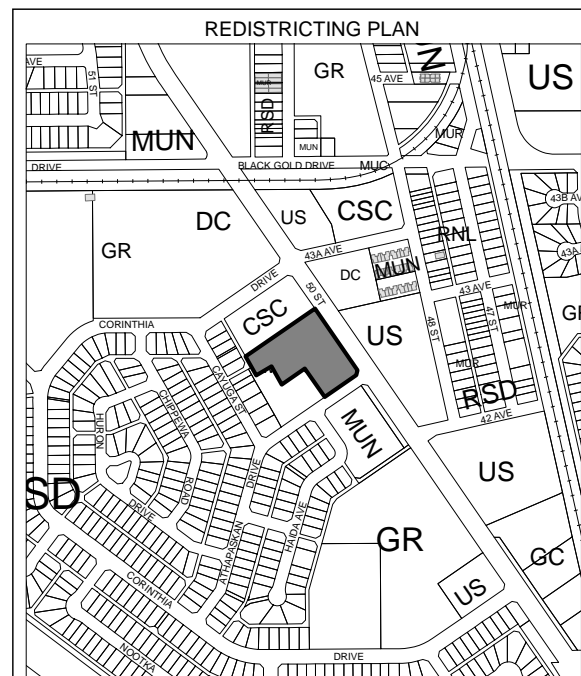
Bylaw No. 1003-2018


The purpose of proposed Bylaw 1003-2018 is to amend Bylaw 809-2013, Section 27.0 – Land Use Map, by redistricting the following ten properties from RSD – Residential Standard District to RNL – Residential Narrow Lot to better accommodate the existing zero lot line residential development on the lands:

- 4104 – 43B Avenue
- 4106 – 43B Avenue
- 4108 – 43B Avenue
- 4110 – 43B Avenue
- 4112 – 43B Avenue
- 4114 – 43B Avenue
- 4318 – 41B Street
- 4122 – 43B Avenue
- 4124 – 43B Avenue
- 4126 – 43B Avenue



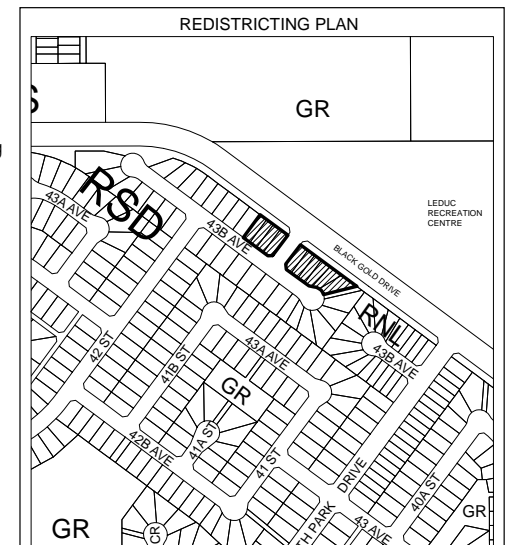
 FROM: GC - GENERAL COMMERCIAL
TO: IBL - BUSINESS LIGHT INDUSTRIAL




 FROM: MUR - MIXED-USE RESIDENTIAL
TO: MUC - MIXED-USE COMPREHENSIVE

The existing zero lot line development on these properties is currently non-conforming under the existing RSD land use district. The proposed redistricting will not materially affect the lands

– it will, however, correct this non-conforming status, giving owners the ability to expand upon the residential structures on the properties.



 FROM: RSD - RESIDENTIAL STANDARD DISTRICT
TO: RNL - RESIDENTIAL NARROW LOT

A copy of the proposed bylaws that will be presented to City Council may be inspected by the public between the hours of 8:30 a.m. and 12:00 noon and 1:00 p.m. and 4:30 p.m. at the Office of the City Clerk, City Hall, Leduc Civic Centre, 1 Alexandra Park, 46th Avenue and 48A Street, Leduc, Alberta. Inquiries respecting the proposed bylaws may be made at the City's Planning and Development Department or by contacting April Renneberg at 780-980-8439 or Karen Mercer at 780-980-8418. A copy of the proposed bylaws may also be viewed on the City's website.

Public Hearing – December 3, 2018

At its meeting on **Monday, December 3, 2018 at 7:00 p.m.** or as soon thereafter as may be convenient, in the Council Chambers, City Hall, Leduc Civic Centre, 1 Alexandra Park, 46th Avenue and 48A Street, Leduc, City Council will hold a public hearing on the proposed bylaws. **All interested persons may be heard by Council prior to the proposed bylaws being considered for second reading.**

Any person who wishes to speak to City Council at the time of the public hearing is requested to advise the City Clerk's Office, at 780-980-7177 before 12:00 noon, **Monday, December 3, 2018.** They may also be heard by responding to the Mayor's call for delegations at the time of the public hearing. Written submissions must be submitted to the City Clerk's Office, City Hall, before 12:00 noon, **Friday, November 30, 2018.**

This notice is being advertised in the November 16 and 23, 2018 issues of this newspaper.

AMENDMENT # 86 - TO BYLAW NO. 809-2013, THE LAND USE BYLAW

The *Municipal Government Act*, R.S.A. 2000, Chapter M-26, as amended (the "Act") grants a municipality the authority to pass a Land Use Bylaw;

AND: in accordance with the Act, the City of Leduc passed Land Use Bylaw No. 809-2013 to regulate and control the use and development of land and buildings in the City of Leduc, and the Council has deemed it expedient and necessary to amend Bylaw No. 809-2013;

AND: notice of intention to pass this bylaw has been given and a public hearing has been held in accordance with the Act;

THEREFORE: the Council of the City of Leduc in the Province of Alberta duly assembled hereby enacts as follows:

PART I: APPLICATION

1. **THAT:** Bylaw No. 809-2013, the Land Use Bylaw, is amended by this Bylaw.
2. **THAT:** the Land Use Map, attached to and being part of the Land Use Bylaw of the City of Leduc, be amended by reclassifying:

9220392, Block 2, Lot 15
 4692TR, Block 2, Lot 7
 3766TR, Block 2, Lots 2, 5 and 6
 7622090, Block 2, Lots 3A and 3B
 1120825, Block 2, Lot 4B

From: GC – General Commercial

To: IBL – Business Light Industrial

as shown in Schedule A, attached hereto and forming part of this bylaw.

PART II: ENACTMENT

This Bylaw shall come into force and effect when it receives Third Reading and is duly signed.

READ A FIRST TIME IN COUNCIL THIS _____ DAY OF _____, AD 2018.

READ A SECOND TIME IN COUNCIL THIS _____ DAY OF _____, AD 2018.

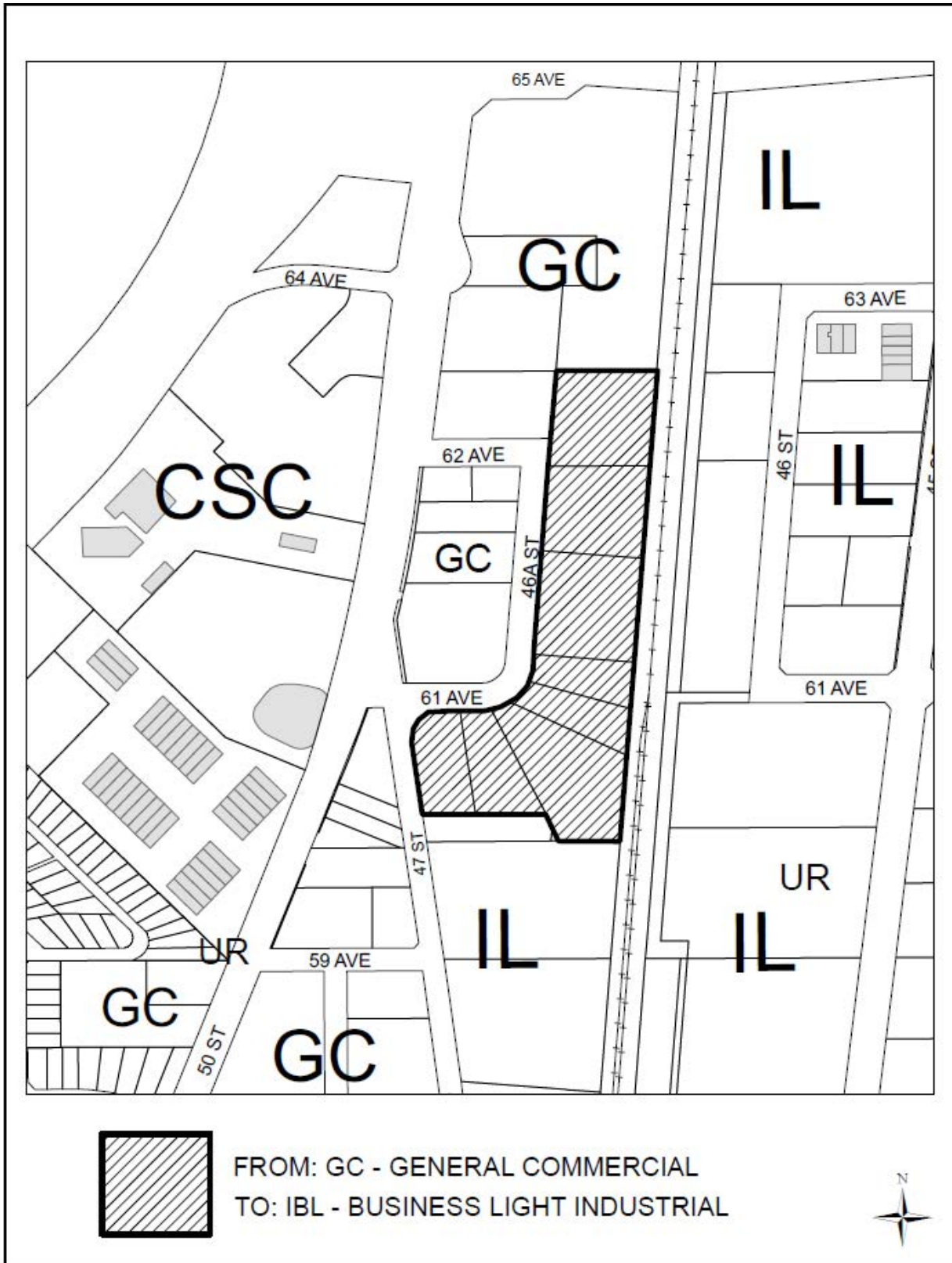
READ A THIRD TIME IN COUNCIL AND FINALLY PASSED THIS _____ DAY OF _____, AD 2018.

Robert Young
MAYOR

Sandra Davis
CITY CLERK

Date Signed

SCHEDULE A



NOTICE OF PUBLIC HEARING PROPOSED AMENDMENT TO LAND-USE BYLAW

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Bylaw No. 1001-2018

The purpose of proposed Bylaw No. 1001-2018 is to amend Bylaw No. 809-2013, the Land Use Bylaw of the City of Leduc, by redistricting the following parcels from GC – General Commercial to IBL – Business Light Industrial as depicted on the plan below. This redistricting will address several uses in the area that are currently non-conforming, and will also allow for more appropriate land use development to occur in the future.

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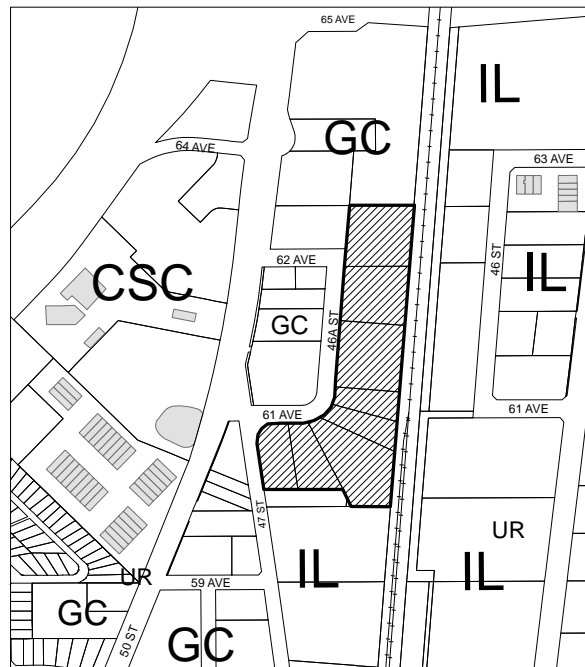
Bylaw No. 1002-2018


The purpose of proposed Bylaw No. 1002-2018 is to amend Bylaw No. 809-2013, the Land Use Bylaw of the City of Leduc, by redistricting part of Lot A1, Block 2, Plan 554TR, being 4222 – 50 Street, from MUR – Mixed-Use Residential to MUC – Mixed-Use Comprehensive to facilitate the development of an Assisted Living Facility (Limited). The townhouses within Camwood Estates that are located on the southwest corner of Lot A1, Block 2, Plan 554TR will remain unaffected by this redistricting bylaw.

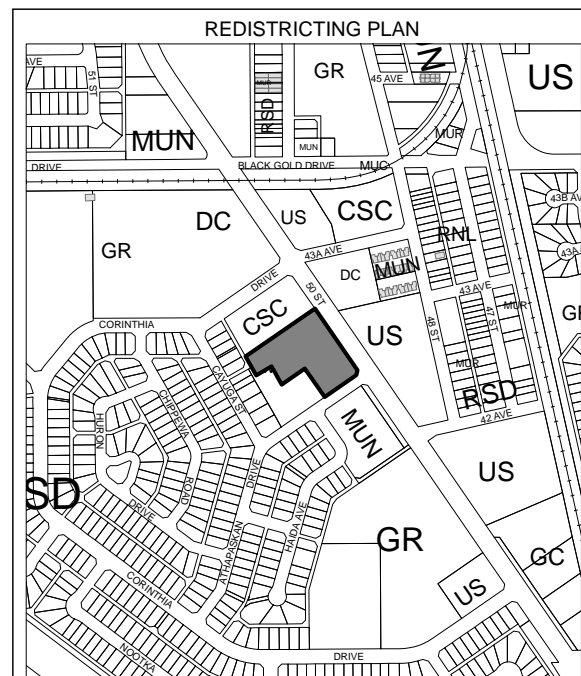
Bylaw No. 1003-2018


The purpose of proposed Bylaw 1003-2018 is to amend Bylaw 809-2013, Section 27.0 – Land Use Map, by redistricting the following ten properties from RSD – Residential Standard District to RNL – Residential Narrow Lot to better accommodate the existing zero lot line residential development on the lands:

- 4104 – 43B Avenue
- 4106 – 43B Avenue
- 4108 – 43B Avenue
- 4110 – 43B Avenue
- 4112 – 43B Avenue
- 4114 – 43B Avenue
- 4318 – 41B Street
- 4122 – 43B Avenue
- 4124 – 43B Avenue
- 4126 – 43B Avenue



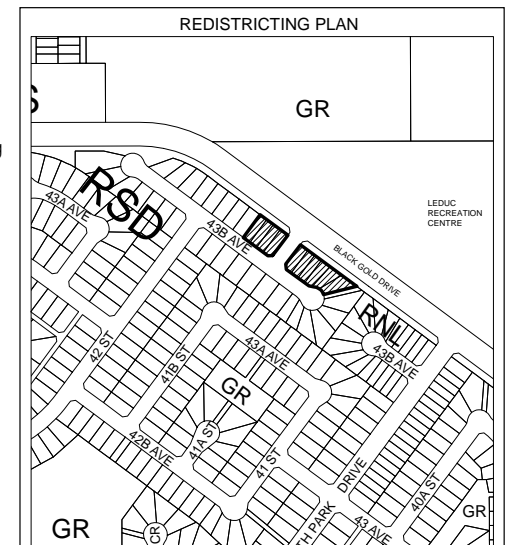
 FROM: GC - GENERAL COMMERCIAL
TO: IBL - BUSINESS LIGHT INDUSTRIAL




 FROM: MUR - MIXED-USE RESIDENTIAL
TO: MUC - MIXED-USE COMPREHENSIVE

The existing zero lot line development on these properties is currently non-conforming under the existing RSD land use district. The proposed redistricting will not materially affect the lands

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 FROM: RSD - RESIDENTIAL STANDARD DISTRICT
TO: RNL - RESIDENTIAL NARROW LOT

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Public Hearing – December 3, 2018

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AMENDMENT #87 - TO BYLAW NO. 809-2013, THE LAND USE BYLAW

The *Municipal Government Act*, R.S.A. 2000, Chapter M-26, as amended (the "Act") grants a municipality the authority to pass a Land Use Bylaw;

AND: in accordance with the Act, the City of Leduc passed Land Use Bylaw No. 809-2013 to regulate and control the use and development of land and buildings in the City of Leduc, and the Council has deemed it expedient and necessary to amend Bylaw No. 809-2013;

AND: notice of intention to pass this bylaw has been given and a public hearing has been held in accordance with the Act;

THEREFORE: the Council of the City of Leduc in the Province of Alberta duly assembled hereby enacts as follows:

PART I: APPLICATION

1. **THAT:** Bylaw No. 809-2013, the Land Use Bylaw, is amended by this Bylaw.
2. **THAT:** the Land Use Map, attached to and being part of the Land Use Bylaw of the City of Leduc, be amended by reclassifying:

Part of Lot A1, Block 2, Plan 554TR
(consisting of 1.35 ha more or less)

From: MUR – Mixed-Use Residential
To: MUC – Mixed-Use Comprehensive

as shown in Schedule A, attached hereto and forming part of this bylaw.

PART II: ENACTMENT

This Bylaw shall come into force and effect when it receives Third Reading and is duly signed.

READ A FIRST TIME IN COUNCIL THIS _____ DAY OF _____, AD 2018.

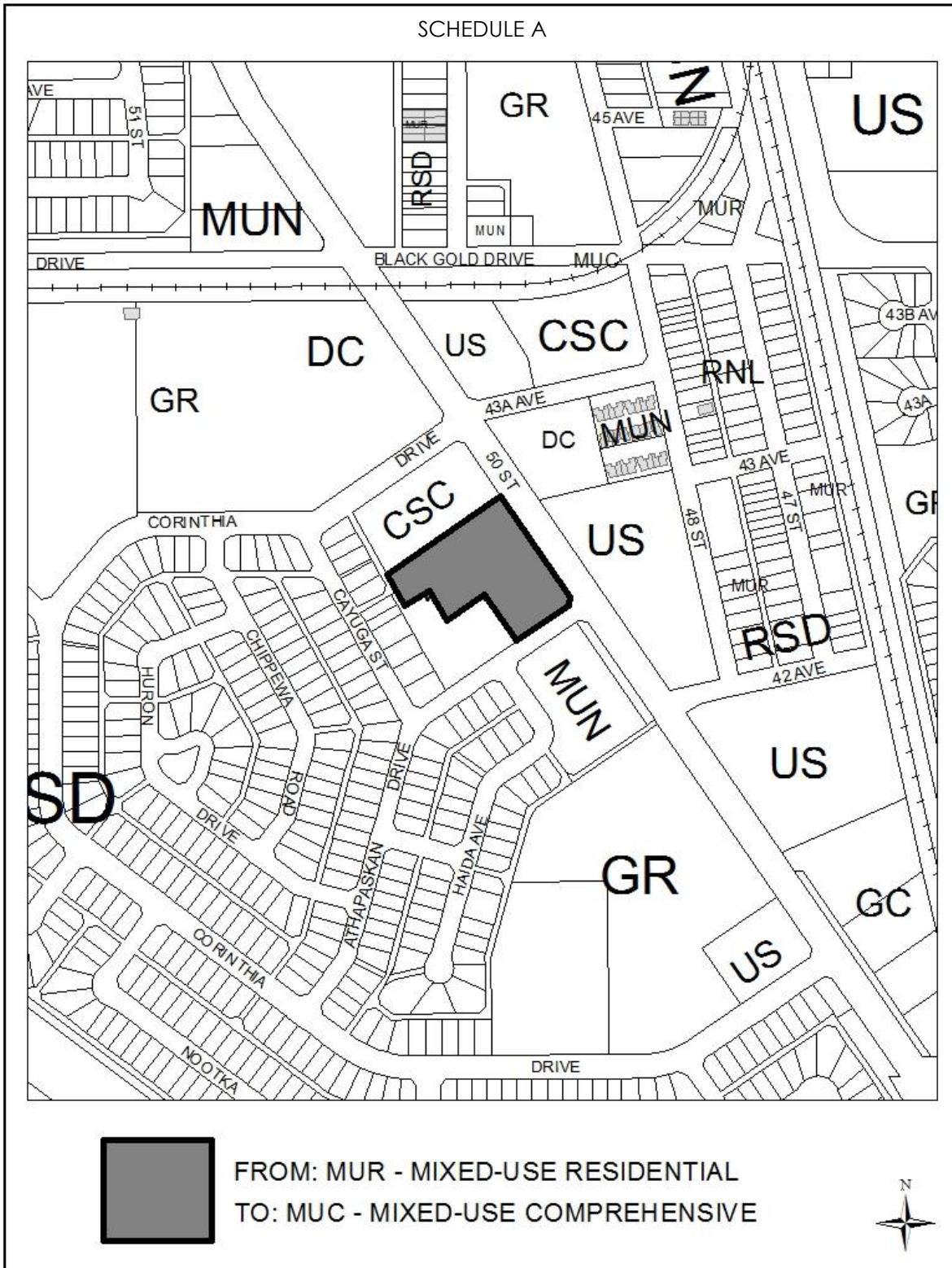
READ A SECOND TIME IN COUNCIL THIS _____ DAY OF _____, AD 2018.

READ A THIRD TIME IN COUNCIL AND FINALLY PASSED THIS _____ DAY OF _____, AD 2018.

Robert Young
MAYOR

Sandra Davis
CITY CLERK

Date Signed



NOTICE OF PUBLIC HEARING PROPOSED AMENDMENT TO LAND-USE BYLAW

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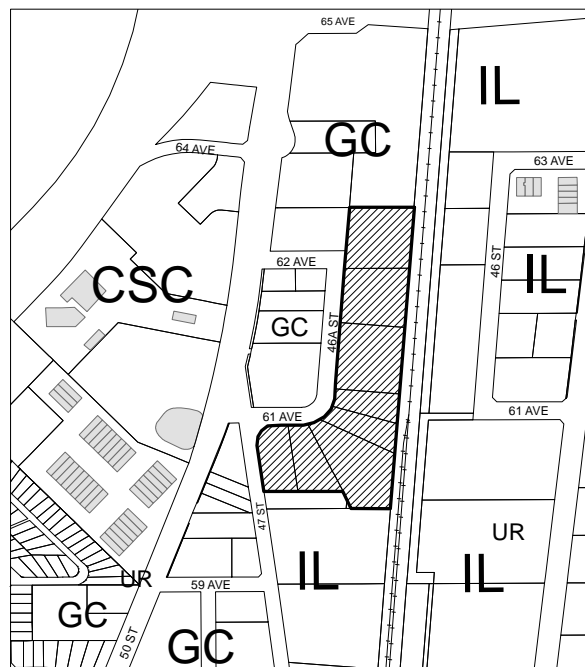
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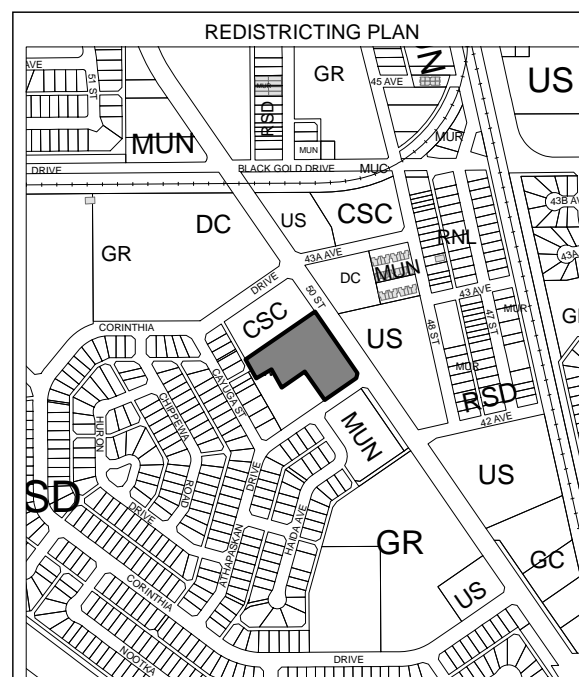
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- 4114 – 43B Avenue
- 4318 – 41B Street
- 4122 – 43B Avenue
- 4124 – 43B Avenue
- 4126 – 43B Avenue



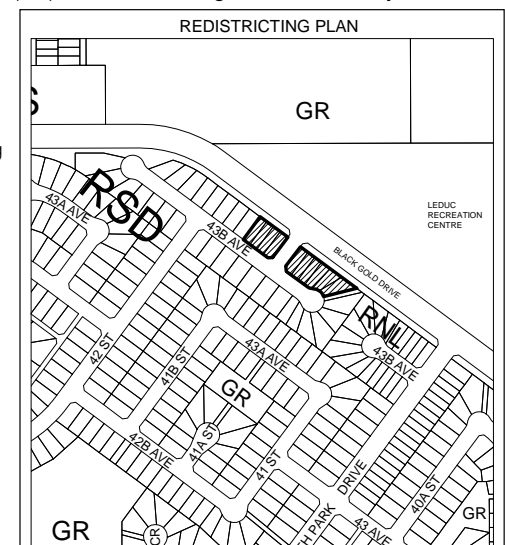
 FROM: GC - GENERAL COMMERCIAL
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 FROM: MUR - MIXED-USE RESIDENTIAL
TO: MUC - MIXED-USE COMPREHENSIVE

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 FROM: RSD - RESIDENTIAL STANDARD DISTRICT
TO: RNL - RESIDENTIAL NARROW LOT

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Public Hearing – December 3, 2018

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AMENDMENT #88 - TO BYLAW NO. 809-2013, THE LAND USE BYLAW

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AND: in accordance with the Act, the City of Leduc passed Land Use Bylaw No. 809-2013 to regulate and control the use and development of land and buildings in the City of Leduc, and the Council has deemed it expedient and necessary to amend Bylaw No. 809-2013;

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THEREFORE: the Council of the City of Leduc in the Province of Alberta duly assembled hereby enacts as follows:

PART I: APPLICATION

1. **THAT:** Bylaw No. 809-2013, the Land Use Bylaw, is amended by this Bylaw.
2. **THAT:** the Land Use Map, attached to and being part of the Land Use Bylaw of the City of Leduc, be amended by reclassifying:

Plan 7921710
Block 13
Lots 81, 81A, 82, 82A

And

Block 15
Lots 62, 62A, 63, 63A, 64, 64A

From: RSD – Residential Standard District
To: RNL – Residential Narrow Lot

as shown in Schedule A, attached hereto and forming part of this bylaw.

PART II: ENACTMENT

This Bylaw shall come into force and effect when it receives Third Reading and is duly signed.

READ A FIRST TIME IN COUNCIL THIS _____ DAY OF _____, AD 2018.

READ A SECOND TIME IN COUNCIL THIS _____ DAY OF _____, AD 2018.

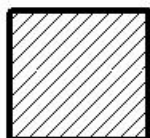
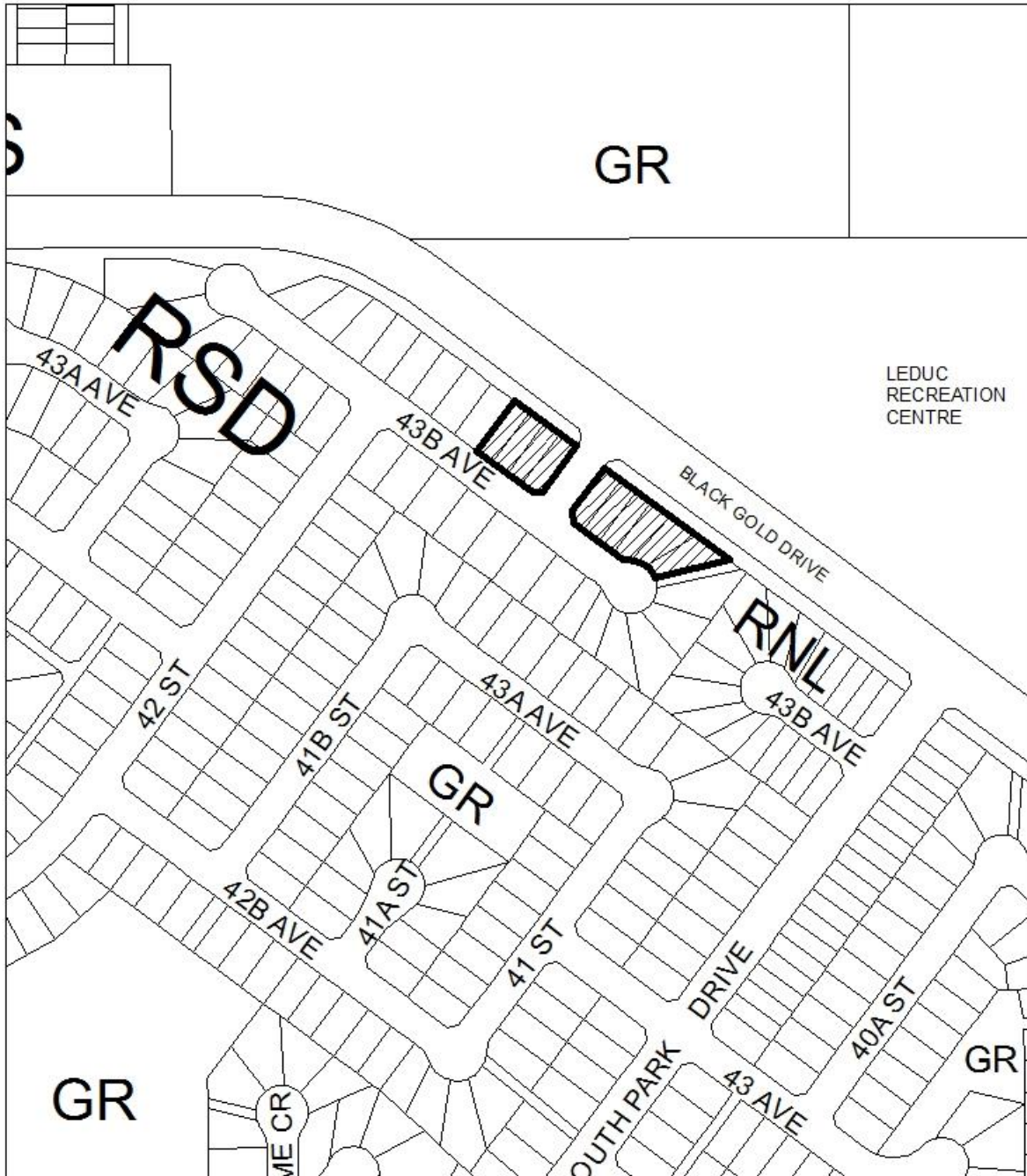
READ A THIRD TIME IN COUNCIL AND FINALLY PASSED THIS _____ DAY OF _____, AD 2018.

Robert Young
MAYOR

Sandra Davis
CITY CLERK

Date Signed

SCHEDULE A



FROM: RSD - RESIDENTIAL STANDARD DISTRICT
TO: RNL - RESIDENTIAL NARROW LOT



NOTICE OF PUBLIC HEARING PROPOSED AMENDMENT TO LAND-USE BYLAW

The Following Information is Common to the Bylaw Presented

The City of Leduc is divided into land use districts to manage the location of development and ensure good planning for the municipality. Each district under the Land Use Bylaw has permitted and discretionary uses as well as development regulations for those uses. To change a land use district from what is existing under the Land Use Bylaw, the proposed amendment must be published to allow citizens an opportunity to clarify what is proposed, ask questions, or present objections at a required public hearing held prior to Council approving the amendment.

Bylaw No. 1009-2018

The purpose of proposed Bylaw No. 1009-2018 is to amend Bylaw No. 809-2013, the Land Use Bylaw of the City of Leduc, to increase the 'Site Area Maximum' regulation for Apartment Dwellings – Four (4) to Ten (10) Storeys in the MUC – Mixed-Use Comprehensive land use district to allow for greater redevelopment opportunities.

The current regulation limits the site size to a maximum of 3300 m² (0.33 ha) or 0.82 acres. In order to allow for greater flexibility in the development of multi-storey sites within the MUC land use district, administration is proposing to increase the maximum site area. A maximum site area of 15,000 m² (1.5 ha) or 3.7 acres is proposed through Bylaw 1009-2018, which is in keeping with a development currently being considered in an infill area of Leduc.

A copy of the proposed bylaw that will be presented to City Council may be inspected by the public between the hours of 8:30 a.m. and 12:00 noon and 1:00 p.m. and 4:30 p.m. at the Office of the City Clerk, City Hall, Leduc Civic Centre, 1 Alexandra Park, 46th Avenue and 48A Street, Leduc, Alberta. Inquiries respecting the proposed bylaw may be made at the City's Planning and Development Department or by contacting April Renneberg at (780) 980-8439. A copy of the proposed bylaw may also be viewed on the City's website.

Public Hearing – December 3, 2018

At its meeting on **Monday, Dec. 3, 2018 at 7:00 p.m.** or as soon thereafter as may be convenient, in the Council Chambers, City Hall, Leduc Civic Centre, 1 Alexandra Park, 46th Avenue and 48A Street, Leduc, City Council will hold a public hearing on the proposed bylaw. **All interested persons may be heard by Council prior to the proposed bylaw being considered for second reading.**

Any person who wishes to speak to City Council at the time of the public hearing is requested to advise the City Clerk's Office, at 780-980-7177 before 12:00 noon, **Monday, Dec. 3, 2018.** They may also be heard by responding to the Mayor's call for delegations at the time of the public hearing. Written submissions must be submitted to the City Clerk's Office, City Hall, before 12:00 noon, **Friday, Nov. 30, 2018.**

This notice is being advertised in the Nov. 16 and 23, 2018 issues of this newspaper.

DEVELOPMENT APPROVALS

Under Land Use Bylaw 809-2013 discretionary uses must be published to allow the opportunity for citizens to determine if they wish to appeal the decision of the Development Officer. Conditions of Approval may be viewed at the City of Leduc, Planning and Development Department.

Proposed Development Approval:

- Discretionary use in a IL – Light Industrial District Lot Land Use Classification, for a Pet Service – Dog Training Facility at Plan 0921887, Lot 17, being **6051B 47 Street, Unit 204 & 205**, Leduc. Issued Nov. 9, 2018.

Persons may appeal the decision of the Development Officer to the Subdivision and Development Appeal Board. Appeals and a \$125.00 appeal fee must be submitted within twenty-one (21) days from the date of permit issuance.

Adoption of Bylaw 999-2018

BEING A BYLAW TO ESTABLISH AN OFF-SITE LEVY

Under Section 648 of the Municipal Government Act RSA 2000, Chapter M-26, as amended, council may adopt a bylaw to establish off-site levies to be used to pay for all or part of the capital cost of any of the following:

- (a) new or expanded facilities for the storage, transmission, treatment or supplying of water;
- (b) new or expanded facilities for the treatment, movement or disposal of sanitary sewage;
- (c) new or expanded roads required for or impacted by a subdivision or development;
- (d) land required for or in connection with any of the afore mentioned facilities.

Bylaw 999-2018 will repeal and replace the existing City of Leduc Off-Site Levy Bylaw 963-2017, it will be presented for first reading to council on November 19, 2018, second and third readings of the bylaw are scheduled for December 3, 2018.

The Municipal Government Act, under Section 648 gives the City the authority to assess offsite levy charges against new development areas. The Municipal Government Act does not require a public hearing to adopt an Off-site Levy Bylaw.

A copy of Bylaw 999-2018 that will be presented to City Council may be inspected by the public between the hours of 8:30 a.m. and noon and 1 p.m. and 4:30 p.m. Monday through Friday at the Office of the City Clerk, City Hall, Leduc Civic Centre, 1 Alexandra Park, 46th Avenue and 48A Street, Leduc, Alberta. Inquiries respecting Bylaw 999-2018 may be made by contacting the Engineering Department at (780) 980-7177.

Written submissions must be submitted to the City Clerk's Office, City Hall, before noon, **Friday, Nov. 30, 2018.**

This notice is being advertised in the Nov. 16 and 23, 2018 issues of this newspaper.

AMENDMENT #89 - TO BYLAW NO. 809-2013, THE LAND USE BYLAW

The *Municipal Government Act*, R.S.A. 2000, Chapter M-26, as amended (the "Act") grants a municipality the authority to pass a Land Use Bylaw;

AND: in accordance with the Act, the City of Leduc passed Land Use Bylaw No. 809-2013 to regulate and control the use and development of land and buildings in the City of Leduc, and the Council has deemed it expedient and necessary to amend Bylaw No. 809-2013;

AND: notice of intention to pass this bylaw has been given and a public hearing has been held in accordance with the Act;

THEREFORE: the Council of the City of Leduc in the Province of Alberta duly assembled hereby enacts as follows:

PART I: APPLICATION

That Bylaw No. 809-2013 be amended as follows:

1. The 'Site Area Maximum' regulation within Table 22: Apartment Dwelling – Four (4) to Ten (10) Storeys in the MUC District be deleted and replaced with the following:

"Site Area Maximum 15,000.0 m²"

PART II: ENACTMENT

This Bylaw shall come into force and effect when it receives Third Reading and is duly signed.

READ A FIRST TIME IN COUNCIL THIS _____ DAY OF _____, AD 2018.

READ A SECOND TIME IN COUNCIL THIS _____ DAY OF _____, AD 2018.

READ A THIRD TIME IN COUNCIL AND FINALLY PASSED THIS _____ DAY OF _____, AD 2018.

Robert Young
MAYOR

Sandra Davis
CITY CLERK

Date Signed

VII.

PRESENTATIONS

There were no Presentations.

MEETING DATE: December 3, 2018

SUBMITTED BY: Jennifer Cannon, Director, Finance

PREPARED BY: Lauren Padgham, Budget Analyst

REPORT TITLE: Request for Approval of the 2019 Capital and Operating Budgets

APPROVAL OF 2019 OPERATING AND CAPITAL BUDGETS

To adopt the 2019 operating budget and the 2019 capital budget. To accept the associated charge schedule, the 2019 – 2020 forecasted financial plan and the 2019 – 2027 forecasted capital plan.

RECOMMENDATION

1. That Council hereby adopts the 2019 operating budget of \$100,398,666.
2. That Council hereby adopts the 2019 capital budget of \$32,258,286.
3. That Council accepts the 2020 – 2021 forecasted financial plan and the 2020 – 2028 forecasted capital plan.
4. That Council accepts the 2019 Charge Schedule.
5. Council hereby approves the services profiles as identified in the Committee of the Whole, 2019 Public Budget Meetings document.

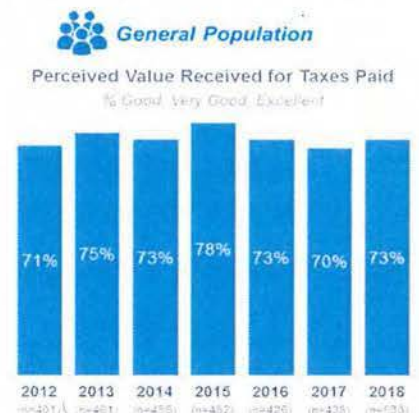
BACKGROUND

KEY ISSUE(S) / CONTEXT:

The proposed budget is an accumulation of maintaining the City of Leduc's value proposition and integration of Council's strategic goals identified in the 2019-2022 Strategic Plan. It is proposing a tax revenue increase of 2.89% (2019), with projected 4.45% (2020) and 5.05% (2021). The City of Leduc is situated within the Edmonton Metropolitan Region and as a result, it is important that the City continues to retain its high quality of living for its residents while maintaining and attracting commercial and industrial businesses. This will help to support a healthy assessment base while enabling the high value proposition that the City of Leduc residents have come to appreciate. Equally important is the need to remain focused on keeping tax increases competitive within the region and investing in economic development initiatives.

Maintaining the value proposition

The 2019-2021 budget balances long term vision with short term needs. The three year mill rate strategies provide a fiscally balanced path that keeps the City of Leduc's high services levels intact while providing enhanced funding for protective services, regional transit, economic development and sustainable funding for community organizations. This value proposition of balancing community needs with fiscal sustainability is tested annually through various means such as the citizen engagement survey and more specifically the budget survey. This is verified



throughout the annual budget survey as Leduc has consistently rated above 70% with respect to perceived value (good, very good, excellent) for tax dollars paid since the conception of the annual budget survey.

An important message received through the 2019 budget survey results is that the top priorities identified by citizens are long term focus at 43% (2018 – 40%) and tax related priorities at 52% (2018 – 45%). The survey also indicated that a majority of residents would like to keep service levels the same. This budget delivers on those priorities as Council and Administration have worked to incorporate them into the budget by maintaining service levels, enhancing long term planning, and incorporating tax strategies to keep tax increases to a minimum.



In addition to aligning with the budget survey, the budget is built to align with council's strategic goals that were identified in the 2019-2022 Strategic Plan. The budget is the financial tool that supports Council and Administration in collaboratively reaching these goals.

Council's four Strategic Goals are:

1. A City Where People Want to Live, Work and Play
2. A City with a Plan for the Future
3. An Economically Prosperous City and Region
4. A Collaborative Community-Builder and Regional Partner

The budget delivers a balanced approach to achieve short term goals and long term fiscal sustainability. The 2019 budget brought forward challenges, which have influenced the development of the operating and capital budgets such as:

- Stagnant non-residential growth
- Increasing inflation
- Incorporating enhanced transit into the 2019 budget
- The timing of the proposed facilities in the Long Term Facilities Master Plan will be further reviewed and refined through upcoming budgets.

These factors will be discussed further in more detail.

Non-residential growth

Over the last several years, Alberta has been experiencing an economic slowdown. The effect of this slowdown on the City of Leduc was delayed, but it is evident that it is here now. At this time, there is some significant non-residential growth occurring in the Leduc region, including right outside our jurisdiction. However, it is not contributing towards our taxable assessment base.

Early projections indicated that the City of Leduc was entering a slowdown. However, when the projections were refined in late summer, it was evident that the slowdown was much more pronounced than anticipated. To provide context, last year the projections for non-residential growth were 3% and 3.5% for 2019 and 2020, respectively. The projection were later updated to 1.1% and 1% for 2019 and 2020. This meant that between the two years, the City of Leduc lost an anticipated \$800k in tax revenue in the operational base. The stagnant non-residential growth is similar to other cities in Alberta although it took the City of Leduc longer to get there.



	2019	2020	2021
Previous Projection	3.0%	3.5%	
Current Projection	1.1%	1.0%	1.0%

Enhanced Transit

The Regional Transit is an important service that enhances the connectivity from Leduc to Edmonton and increases the City of Leduc's regional focus. This initiative was embarked upon in May 2018 and thus became a large driver of the 2019 budget. This meant that the ongoing operating costs had to be captured within the 2019 budget and had not been considered in the previous 3 year multi-year mill rate (2018-2020). The cost of this initiative is \$1.1M annually and these costs will be spread over three years through a multi-year mill rate strategy in an effort to keep taxes lower.

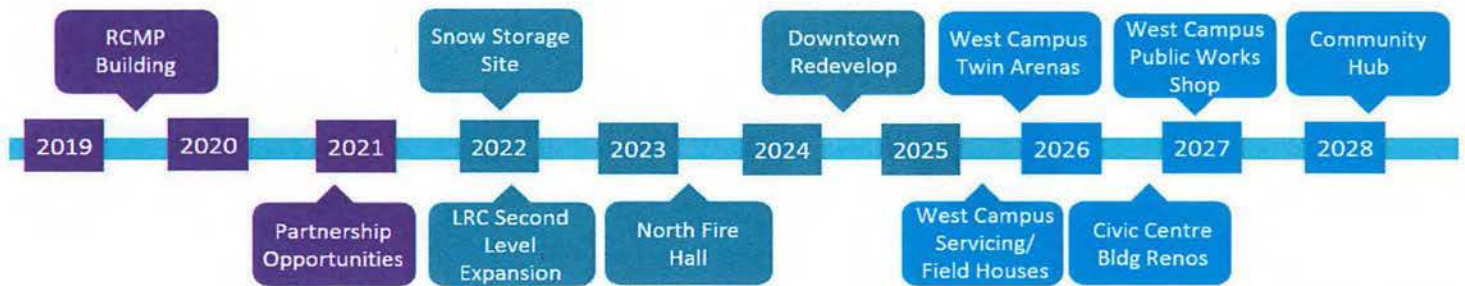
Increasing Inflation

The continual increase in inflation has placed pressure on the 2019 budget as it increases the cost of goods the City is purchasing. Over the last year, the Edmonton region has seen an increase in the Consumer Price Index (CPI) from 1.3% to 3.3% from October 2017 to September 2018, as shown below:



Long Term Facilities Master Plan (LTFMP)

The LTFMP was updated in 2018 and is scheduled to be updated every 5 years. Based on feedback provided by Council during the review of the draft LTFMP a number of projects have been deferred to later years in the capital plan. Also of note, is the fact that, a number of facilities identified in the LTFMP are unfunded in the 2019 10 year capital plan. These facilities are a placeholder in the capital plan and are indicated for planning purposes only. As these unfunded projects will need to be funded through debentures, it is important to recognize that these projects will require strategic fiscal planning as operating costs such as staffing, utilities, and maintenance will be required in addition to the annual debenture payment. The illustration below depicts the sequencing of large capital projects that have been identified in the LTFMP. This reinforces the need to ensure appropriate long term planning which is a top priority for citizens and is in line with Council's value of fiscal responsibility.



Note: Moved \$23M from the LTFMP past 2028

Keeping Tax Increase to a Minimum

The budget drivers identified above lead Administration and Council to implement strategies to keep the tax increase to a minimum.

Prior to the Public Budget Meeting, the first strategy implemented was to incorporate one time funding to offset the contract services budget. The City of Leduc historically has a surplus and recognizes that contract services have contributed to these surpluses. To minimize the contract services surplus, the 2019-2021 operational budget includes one time funds of \$750K to support contract services which reduces the need to increase taxes. This allows the overall contract services budget to stay intact with less reliance on tax dollars. This strategy has been implemented to allow the City of Leduc time to do an in depth review of contract services for the 2020 budget process.

After implementing the contracted services strategy, the following tax revenue increase was proposed by Administration to Council of 4.32% (2019), 5.52% (2020), and 4.31% (2021) on day one of the Public Budget Meetings.

	2019	2020	2021
Base Operational & Capital Requirements	1.89%	3.09%	3.15%
RCMP	1.32%	1.32%	-
Enhanced Transit	1.11%	1.11%	-
Partnership Opportunities	-	-	1.16%
Proposed Tax Revenue Increase	4.32%	5.52%	4.31%

Through deliberations, to further decrease the proposed tax revenue increase, Council and Administration worked together to reduce the above rates with the following strategies:

- Enhanced transit multi-year tax strategy – as mentioned previously, a dedicated multi-year strategy is proposed for enhanced transit. This dedicated multi-year strategy has proven successful for previous projects such as the most recent RCMP facility expansion. Administration initially proposed a two year strategy and with Council’s direction this has been extended to a three year strategy resulting in the 2.22% being spread evenly over three years (0.74% annually).
- Tax mitigation/Enhanced Service Levels allowance – Council received 0.5% allowance, which provides them with the following options.
 1. Enhance service levels
 2. Mitigate tax increases
 3. Hybrid of enhancing service levels and reduction in taxes

Council chose option three as the 2019 business cases proposed to Council equalled 0.2%, which allowed Council to use the remaining 0.3% to reduce the tax requirement.

- Use of one time funding – One time funding was used to offset the revenue shock created by the stagnant non-residential growth. This is similar to the City of Calgary’s 2017 use of their fiscal sustainability reserve to offset an increase in property taxes. It is important to recognize that the use of one time funding creates an \$800K gap in the operational base and will need to be resolved through an increase in revenue or reduction in expenses in 2020. Administration is hopeful that a continued focus on non-residential economic development will aid in reducing this gap.

The accumulation of these strategies resulted in the proposed tax revenue increase of 2.89% (2019), with projected 4.45% (2020), and 5.05% (2021).

	2019	2020	2021
Base Operational & Capital Requirements	0.83%	2.39%	3.15%
RCMP	1.32%	1.32%	-
Enhanced Transit	0.74%	0.74%	0.74%
Partnership Opportunities	-	-	1.16%
Proposed Tax Revenue Increase	2.89%	4.45%	5.05%

2019 – 2021 Operational Summary

The operational highlights offer a balance between maintaining service levels and a continued focus on the four strategic goals. This approach keeps the tax increase to a minimum and maintains existing service levels while providing sustainable funding for the City’s community groups, enhanced protective services, transition to open government, investment in energy efficiency initiatives, economic development, and regional transit.

In addition, this budget provides enhanced service levels focused towards youth, seniors and a targeted approach within Family & Community Support Services (FCSS).

Sustainable Source of funding for Community Groups

In 2018, the City of Leduc revised the grants to organization process to provide sustainable long term funding for a number of community groups. These community groups were added to the City's operational base as it was recognized that sustainable funding was imperative for their planning needs. Some of these groups include but are not limited to:

- \$65K Leduc LINX
- \$60K Leduc & District Food Bank
- \$60K Leduc & District Victim Services
- \$40K Rise Up Society Alberta
- \$25K Leduc & District Emergency Shelter Association (HUB)
- \$25K Leduc Community Living Association

Enhancing Protective Services

This is the second year of the RCMP facility multi-year strategy, which supports the Council strategic goal to be a City where people want to live, work and play. The 2019 budget includes the construction of the \$13.0M RCMP facility expansion/renovation and the addition of one RCMP member. This three-year strategy (2018-2020), of which 2018 has been completed, provides the following:

- \$13.0M RCMP Facility Expansion and Renovation – construction to begin in 2019
- One Crime Analyst in 2018
- One RCMP Member in each of 2018, 2019 and 2020
- One Detachment Clerk in 2020
- Fire Safety Codes Officer in 2018
- Quality Assurance Officer in 2018

The dedicated multi-year strategy supports the continued effort to provide our citizens with a safe and vibrant community.

Transition towards Open Government

One of the key enablers for a successful municipality is integrated, robust, and adaptive information technology. As the City of Leduc grows and matures, so must its information technology. Council identified in the strategic plan that the City of Leduc has clear plans and strategies, supported by enabling technologies, to guide future growth with a high quality of life. This is connected to the Corporate Information and Technology Strategic Plan, which outlines the key initiatives that need to be undertaken over the next five years to support the City's corporate strategy in the areas of open governance, integrated business applications and enhanced information management. Execution of these initiatives and the related information technology projects has required additional ongoing operational and capital investments over the next couple of years.

These initiatives include, but are not limited to, the following:

- Public Works asset and work management
- Financial and Human Resources software systems focused on enterprise integration and project costing
- Citizen reporting and incident management
- Enterprise data integration
- Open government and open data

Energy Efficiency Projects

Goal 2 of the Strategic Plan indicates that the City should balance municipal development with the preservation of our natural environment. In 2018, Facilities completed an energy audit of all of the facilities, which resulted in the City of Leduc being able to take advantage of grant funding available from Alberta Energy Efficiency (approximately \$180,000) and upgrade most of the lighting and some of the automation systems for just over \$1.8M (less the available grant funding). In 2019, a debenture of \$1.8M will be drawn and the energy efficiency savings will offset the annual debenture payments.

Investing in Economic Development

The proposed budget provides for an enhanced economic development attraction and retention focus both regionally and locally. This is in line with Council's goal to be an economically prosperous region. These initiatives include:

- Airport Accord – shared investment for shared benefit – The City will continue to work with their regional partners, Leduc County, City of Edmonton, and the Edmonton International Airport to create conditions that will allow the EIA and the surrounding area to achieve its potential as a key economic driver and contributor to the Edmonton Metropolitan Regional's sustainability and success.
- New investment attraction and coordinated marketing with Edmonton Global
- The City will continue to work with Leduc County, Edmonton International Airport, and City of Edmonton to help diversify the regional economy through the implementation of the Aerotropolis concept for the region.
- Working with our co-owner of the Leduc Nisku Economic Development Association in view of the emergence of Edmonton Global to review service delivery.
- Continued support for the Downtown Business Association
- Continued investment in Sports Tourism with the following events (not all inclusive) scheduled for 2019:
 - Canada Games Torch Relay
 - Rogers Hometown Hockey
 - AB Boxing Championships
 - Alberta Challenge
 - Foam Fest
 - Home Hardware Canada Cup of Curling

Investing in Enhanced Regional Transit

The Regional Transit is an important service that enhances the connectivity from Leduc to Edmonton and the greater Edmonton region while increasing the City of Leduc's regional focus. These enhancements support Council's goal of planning for the future and being a collaborative regional partner. This investment also helps support Council's objective of a City where people want to live, work, and play by improving the access that citizens have to work and leisure opportunities. Equally important, it contributes to a more economically prosperous region recognizing the airport as a key economic driver.

Enhanced Service Levels

Council approved the following enhancements to service levels, as these go above and beyond the operational base:

Youth Wellness Business Case

Using the information obtained in the youth survey as well as learnings from the 2018 Youth Wellness pilot, a variety of youth programming and events will be planned and offered annually. These initiatives will be phased in over two years with \$43K required in 2019 and an additional \$28K in 2020 for a total of \$71K. Recognizing that the City alone cannot offer the variety of options desired by local youth, the Youth Wellness initiative proposes the following:

- Facility Access / Membership for Grades 8 & 9
 - Summer Youth Pass 2019
 - Annual LRC Membership 2020 and onward
- Program Opportunities
 - Variety of local/non-local program opportunities
- Community Opportunities
 - Supporting new local initiatives via community partners

LRC Seniors Facility Access Business Case

The Facility Access for Seniors has been identified as a priority, as regular physical activity promotes a variety of health benefits, helps individuals to stay independent, contributes to stronger muscles, increases flexibility which can help prevent falls and injury and to help speed up recovery following surgery or injury. This initiative will have an annual operational impact of \$46K. The following enhanced service level has been proposed:

- Free LRC Seniors Matinee Membership
 - Free access to all LRC amenities and drop-in programs Monday – Friday from noon to 4pm
 - Opportunity to consolidate facility schedules and program offerings of interest to seniors
- Expand Seniors Plus Membership category from 80 to 75 years+

FCSS Enhanced Client Service Levels

Council requested an enhanced service level to support the 2014 – 2018 Strategic Plan. FCSS received an increase in provincial funding in the amount of \$199,485 which supports the enhanced service level of an additional Client Support Worker. As this is funded through, an increase in funding it allows the City of Leduc to enhance the service level with no additional cost. This will address the following:

- Capacity challenges for direct client services
- Enhance the eviction prevention program
- One time fund a consultant to do community consultation to facilitate discussion with community social services agencies and consider options for a coordinated approach

Waste Diversion Pilot Project

Initiative for three stream waste receptacles at special events hosted within the City of Leduc. This pilot project will require \$5K for two staff to monitor and change the three stream waste receptacle at 3 – 5 large City sponsored events.

Climate Change and Waste Reduction Specialist – deferred to align with grant funding

A Climate Change and Waste Reduction Specialist is required to implement the Greenhouse Gas Reduction Plan, and the Industrial, Commercial, Institutional and Multi-Family Waste Reduction Strategy. This initiative has an operational impact of \$86K and would require capital purchases in 2019 - \$37K, 2020 - \$70K, and 2021 - \$70K. This business case has been deferred to align with the grant funding required to support this.

Capital Program Summary

The City of Leduc recognizes the need to plan sustainably and does so through an integrated capital program that focuses on the use of smart debt management, reserve optimization, continued grant advocacy, and an asset management program. This measured approach provides for growth requirements as well as the maintenance of the City's capital investments, which is historically valued at just over \$1Billion dollars. Below is a list of highlights from the 2019 capital budget (\$32.2M).

2019 Capital highlights

Engineering, Transportation & Facilities

- \$6.0M Black Gold Drive Reconstruction (2 year project – additional \$6.0M in 2020)
- \$3.75M South Boundary Road (offsite levy project)
- \$1.8M Energy Efficiency Projects
- \$1.2M LRC capital renewal, including pool upgrades
- \$1.1M Protective Services Building capital upgrades
- \$1.0M Back-lane construction
- \$950K Crystal Creek Site Servicing

Parks and Recreation

- \$925K Telford Lake Multiway
- \$275K St. Paul's Anglican Church Parking Lot
- \$250K Replace digital signs
- \$176K Simpson Park
- \$150K Playground Equipment
- \$145K Park Enhancement Program
- \$138K Tree Replacement
- \$105K Cultural Village Amphitheatre

eGovernance and Future Studies

- \$830K Integrated Enterprise Finance & HR System
- \$225K Municipal Development Plan
- \$200K Inter-municipal Development Plan

Equipment Replacement Capital Program

- \$825K Fire Engine
- \$554K Grader
- \$356K Tandem Truck

The attached 2019 to 2028 Capital Plan shows total spending of \$356M with \$75 million currently unfunded. Unfunded projects are projects that have been flagged for future consideration but are not considered approved at this time. These projects are included as a placeholder and there is no intent to begin these without appropriate planning. The costs included are high level estimates and would be refined if the project is initiated.

Concluding Remarks

The proposed budget is an accumulation of maintaining the City of Leduc's value proposition and integration of Council's strategic goals identified in the 2019-2022 Strategic Plan while balancing long term vision with short term needs. The multi-year mill rate strategies provide a fiscally balanced path that keeps the City of Leduc's high services levels intact while providing enhanced funding for protective services, regional transit, economic development and sustainable funding for community organizations.

Next Steps for 2020 Budget

At the request of Council, Administration has committed to revise the budget process in 2020. Steps to improving the process include:

- Earlier and more frequent budget touch points with Council throughout the year
- Enhancing long term capital planning
- Performing a detailed review of contract services budget with departments to reduce the budget to be in line with actuals.
- Administration will be working with Council to reduce further the projected proposed tax revenue increase requirements of 4.45% (2020) and 5.05% (2021).

LEGISLATION AND/OR POLICY:

The Municipal Government Act, RSA 2000, Chapter M-26, as amended, provides that each Council must adopt an operating budget for each calendar year (s.242(1)) and that each Council must adopt a capital budget for each calendar (s.245).

CITY OF LEDUC PLANS:

- 2019 – 2022 Strategic Plan
- 2019 – 2022 Corporate Business Plan
- 2018 Budget Planning Survey (for 2019)
- Corporate Information and Technology Strategic Plan
- Long Term Facilities Master Plan

IMPLICATIONS OF RECOMMENDATION

FINANCIAL:

The Operating Budget Summary attached shows revenue of \$100,398,666 for 2019; 2020 of \$107,838,426; and 2021 of \$115,291,313.

The 2019 – 2028 Capital Plan attached shows total budget of \$356,421,196 with \$74,909,000 currently unfunded. Unfunded projects are projects that have been flagged for future consideration but are not considered approved at this time.

POLICY:

No policy considerations.

LEGAL:

Council is required by the Municipal Government Act, RSA 2000, Chapter M-26 to adopt an operating budget for each calendar year (s.242(1)). There is the option to adopt an interim operating budget for part of a calendar year if necessary (s.242 (2)). Council is required by the Municipal Government Act, RSA 2000, and Chapter M-26 to adopt a capital budget for each calendar year (s.245).

ALTERNATIVES:

That Council chooses to adopt a different budget. This would require a special meeting as an interim budget needs to be approved by December 31, 2018 for 2019 operations.

ATTACHMENTS:

1. Operating Budget Summary – City Consolidated – 2019, 2020, 2021
2. Ten Year Capital Plan/Forecast – 2019 – 2028
3. 2019 Charge Schedule

Others Who Have Reviewed the Report

P. Benedetto, City Manager / B. Loewen, City Solicitor / I. Sasyniuk, General Manager, Corporate Services / D. Melvie, General Manager, Community & Protective Services / K. Woitt, Acting General Manager, Infrastructure & Planning / J. Cannon, Director, Finance



Operating Budget Summary - City Consolidated

	2016 Actual	2017 Actual	2018* Actual YTD	2018 Budget	2019 Budget	2020 Budget	2021 Budget
Revenue							
Enforcement Services	2,267,456	1,335,790	680,308	1,170,800	1,337,069	1,337,069	1,337,069
Government Transfers	8,113,735	8,572,859	7,629,761	8,772,736	9,050,048	8,882,079	8,899,133
Inter-Divisional Revenue	2,218,725	2,428,470	0	2,308,325	2,554,515	2,654,690	2,854,689
Interest & Penalties	1,982,460	1,605,100	941,455	1,672,560	1,519,607	1,566,043	1,574,486
Net Taxes - Revenue	41,535,230	43,218,446	34,408,124	45,808,289	48,325,363	51,958,947	56,213,803
Other Income	1,363,165	3,890,086	3,313,468	3,849,438	2,068,567	4,277,769	5,066,330
Rent Revenue	2,104,392	2,119,814	1,739,032	2,100,157	2,141,727	2,159,227	2,592,811
Sale of Services	8,869,108	9,112,227	7,579,622	8,781,999	9,278,693	9,563,455	10,000,345
Utility Services Revenue	20,207,552	21,346,879	19,087,031	23,383,849	24,123,077	25,439,147	26,752,647
Total Revenues	88,661,823	93,629,670	75,378,802	97,848,153	100,398,666	107,838,426	115,291,313
Expenditures							
Employee Benefits	6,406,632	6,545,928	5,971,866	7,533,045	7,880,159	8,538,015	9,192,046
Salaries & Wages	31,280,921	32,184,139	29,715,433	34,892,304	37,347,141	39,320,867	42,074,459
Total Staff Costs	37,687,552	38,730,067	35,687,299	42,425,348	45,227,299	47,858,882	51,266,506
Bank Charges & Interest	349,679	245,331	187,355	247,512	255,762	258,962	262,162
Contract Services	12,824,400	12,006,763	10,240,030	14,393,953	15,697,067	15,799,247	16,637,545
Cost of Utilities Sold	6,581,910	6,816,188	6,239,456	8,010,000	8,003,000	8,575,000	9,131,000
General Services	617,787	689,889	515,546	812,481	777,189	835,170	897,104
Grants to Organizations	2,117,243	1,926,704	1,821,457	2,041,431	2,179,128	2,123,981	2,130,509
Inter-Divisional Expenses	2,218,725	2,428,470	0	2,308,325	2,554,515	2,654,690	2,854,689
Interest on Long Term Debt	2,192,922	2,103,461	1,916,869	2,262,508	2,478,517	2,412,178	2,536,552
Materials & Supplies	4,174,364	4,309,261	3,789,487	4,899,036	5,192,329	5,264,206	5,468,154
Other Expenses	127,507	131,141	120,263	133,859	148,276	152,462	156,773
Repairs & Maintenance	1,102,544	1,192,487	1,053,268	1,265,506	1,493,827	1,372,550	1,569,587
Telephone & Communications	191,663	139,552	132,159	164,883	174,409	174,859	175,537
Training & Development	1,043,322	1,040,551	890,723	1,110,686	1,198,174	1,205,209	1,240,033
Utilities - expense	2,914,305	3,108,301	2,710,284	3,411,489	3,474,633	3,412,096	3,560,768
Total Operational Costs	36,456,371	36,138,100	29,616,897	41,061,669	43,626,826	44,240,610	46,620,413
Total Expenditures	74,143,923	74,868,167	65,304,196	83,487,017	88,854,125	92,099,492	97,886,919
Net of Revenue Over Expenditures	14,517,900	18,761,504	10,074,605	14,361,136	11,544,541	15,738,934	17,404,394
Net Interfund Transfers							
Debt Repayment	(3,258,612)	(3,540,581)	(2,937,353)	(3,863,571)	(4,248,832)	(4,321,630)	(3,891,522)
Transfers to Reserves	(14,718,996)	(17,391,354)	(3,254,868)	(14,831,247)	(13,431,603)	(15,979,140)	(16,870,944)
Transfers from Reserves	3,540,216	2,265,144	0	4,333,682	6,135,895	4,561,837	3,358,072
Total Interfund Transfers	(14,437,392)	(18,666,791)	(6,192,221)	(14,361,135)	(11,544,541)	(15,738,934)	(17,404,394)
"Net Surplus (Deficit)"	80,508	94,712	3,882,384	0	0	0	(0)

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* 2018 YTD not representative of year end totals



City of Leduc 2019 - 2028 Capital by Program

	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	Total
65th Ave Capital Program											
075.064 65th Avenue East (35th Street to Spine Road) - 2L #27	-	900,000	-	-	-	-	-	-	-	-	900,000
075.066 Grant MacEwan Construction (65th Ave to Bridgeport) #52	-	400,000	-	3,200,000	-	-	-	-	-	-	3,600,000
075.075 65th Avenue West (Discovery to Grant MacEwan) #23	-	280,000	-	2,720,000	-	-	-	-	-	-	3,000,000
075.050 65th Avenue West (Discovery Way to QE II) - 2L #74	-	-	3,000,000	-	-	-	-	-	-	-	3,000,000
075.074 65th Avenue/Discovery Traffic Signal #63	-	-	262,000	-	-	-	-	-	-	-	262,000
Total: 65th Ave Capital Program *	-	1,580,000	3,262,000	5,920,000	-	-	-	-	-	-	10,762,000
<i>* Dependent on Grant Funding</i>											
Capital Engineering											
077.498 Arterials	6,000,000	-	-	-	-	-	-	-	-	-	6,000,000
077.290 Back-Lane Capital Program	1,000,000	1,025,000	1,050,000	1,075,000	1,100,000	1,125,000	1,150,000	1,175,000	1,200,000	1,225,000	11,125,000
076.316 Crystal Creek Site Servicing*	950,000	-	-	-	-	-	6,200,000	3,150,000	-	-	10,300,000
076.303 Telford Lake Multiway	925,000	600,000	-	-	-	-	-	-	-	-	1,525,000
077.571 North Telford	500,000	-	-	-	-	-	-	-	-	-	500,000
077.485 Capital Engineering	300,000	306,000	312,000	318,000	324,000	330,000	336,000	342,000	348,000	354,000	3,270,000
076.191 Utility Liners and Spot Repairs	300,000	306,000	-	312,000	-	324,000	-	330,000	-	336,000	1,908,000
076.300 Water Master Plan Update	300,000	-	-	-	-	-	250,000	-	-	-	550,000
077.562 New Traffic Signal Installation	290,000	-	290,000	-	-	-	-	-	-	-	580,000
076.569 St. Paul's Church Parking Lot	275,000	-	-	-	-	-	-	-	-	-	275,000
076.180 Infrastructure Condition Assessments	175,000	-	178,500	-	185,500	-	193,000	-	201,000	-	933,000
076.199 Flow Monitoring	175,000	-	-	-	-	-	-	-	-	-	175,000
076.559 44 Street Sidewalk	150,000	-	-	-	-	-	-	-	-	-	150,000
076.565 Ditch reconstruction in support of food processing plant	150,000	-	-	-	-	-	-	-	-	-	150,000
104.003 Wayfinding	120,000	150,000	-	-	-	-	-	-	-	-	270,000
080.243 Side Walk Replacement Program	106,500	108,800	111,200	113,600	116,100	118,700	121,400	124,142	127,000	129,540	1,176,982
076.568 CDC Capital Engineering	100,000	102,000	104,000	106,000	108,000	110,000	112,000	114,000	116,000	118,000	1,090,000
076.295 Stormwater Master Plan	90,000	450,000	-	-	-	-	-	-	-	-	540,000
077.527 MPMA- Data Collection	90,000	-	-	91,500	-	-	93,000	-	-	95,000	369,500
076.306 Windrose Multiway	60,000	540,000	-	-	-	-	-	-	-	-	600,000
076.560 Willow Park Guard Rail Extension	20,000	-	-	-	-	-	-	-	-	-	20,000
077.585 2020 Capital Road Program	-	6,060,000	-	-	-	-	-	-	-	-	6,060,000
076.296 48A Street (Civic Center) Utility Upgrades	-	1,700,000	-	-	-	-	-	-	-	-	1,700,000
080.278 Civic Centre Concrete Replacement	-	800,000	-	-	-	-	-	-	-	-	800,000
080.266 Storm Pond Refurbishment	-	560,000	-	-	-	-	-	-	-	-	560,000
076.564 Future Utility Program	-	500,000	510,000	520,000	530,000	540,000	550,000	560,000	570,000	580,000	4,860,000
077.560 Traffic Signal Upgrades	-	200,000	-	200,000	-	200,000	-	200,000	-	200,000	1,000,000
076.563 Regional Transportation Planning	-	200,000	-	-	-	-	-	-	-	-	200,000
077.587 Future Roadway **	-	-	10,000,000	-	-	-	-	-	-	-	10,000,000
076.562 2021 Capital Road Program	-	-	6,120,000	-	-	-	-	-	-	-	6,120,000
076.160 Snow Storage Site (excludes land)	-	-	400,000	3,700,000	-	-	-	-	-	-	4,100,000
076.561 Lions Park Secondary Trails	-	-	400,000	-	-	-	-	-	-	-	400,000
076.305 Multiway Development	-	-	350,000	465,000	-	490,000	-	405,000	-	-	1,710,000
076.567 Lede Park Multiway	-	-	300,000	-	-	-	-	-	-	-	300,000
077.586 Future Road Program	-	-	-	6,180,000	6,240,000	6,300,000	6,360,000	6,420,000	6,480,000	6,540,000	44,520,000
076.570 Rugby Club Parking Lot	-	-	-	-	525,000	-	-	-	-	-	525,000
077.541 Transportation Master Plan	-	-	-	520,000	-	-	-	-	520,000	-	1,040,000
076.158 Water Distribution System Upgrades	-	-	-	-	750,000	-	-	-	-	-	750,000
076.302 Community Parks Parking Lot	-	-	-	-	250,000	300,000	300,000	300,000	300,000	400,000	1,850,000
076.317 Sanitary Over sizing for lands outside the City (East)	-	-	-	-	-	1,000,000	-	-	-	-	1,000,000
076.299 Sanitary Master Plan Update	-	-	-	-	-	225,000	-	-	-	-	225,000
076.566 Lions Park Lookout	-	-	-	-	-	-	800,000	-	-	-	800,000
076.198 Sanitary over sizing for land outside of City limits (West)	-	-	-	-	-	-	-	1,100,000	-	-	1,100,000
Total: Capital Engineering	12,076,500	13,607,800	20,125,700	13,601,100	10,128,600	11,062,700	16,465,400	14,220,142	9,862,000	9,977,540	131,127,482

* There is potential that this project may be accelerated

** Dependent on Grant Funding



City of Leduc 2019 - 2028 Capital by Program

	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	Total
Computer Services Capital Program											
015.180 Desktop Computer Renewal (Evergreen) - Hardware	202,950	197,000	151,850	117,500	188,500	178,850	148,500	134,500	197,350	190,000	1,707,000
015.291 Email Upgrade	29,000	-	-	-	35,000	-	-	-	40,000	-	104,000
015.286 Server Renewal (Evergreen) - Software	27,800	9,000	9,000	9,000	9,000	9,000	9,000	9,000	9,000	9,000	108,800
015.186 Server Renewal (Evergreen) - Hardware	26,000	26,000	26,000	26,000	26,000	26,000	26,000	26,000	26,000	26,000	260,000
015.289 Firewall Upgrade (Evergreen)	25,000	-	-	-	30,000	-	-	-	35,000	-	90,000
015.160 Network Renewal (Evergreen)	20,000	20,000	25,000	25,000	25,000	25,000	25,000	30,000	30,000	30,000	255,000
015.280 Desktop Computer Renewal (Evergreen) - Software	13,400	13,800	8,800	8,800	14,000	12,200	10,200	8,800	13,600	13,800	117,400
015.290 Paperless Council	-	-	21,000	-	-	-	21,000	-	-	-	42,000
Total: Computer Services Capital Program	344,150	265,800	241,650	186,300	327,500	251,050	239,700	208,300	350,950	268,800	2,684,200
eGovernment Strategies											
092.240 Integrated Enterprise Finance & HR System	830,000	605,000	25,000	55,000	25,000	25,000	55,000	25,000	25,000	55,000	1,725,000
092.360 IT Governance	231,000	175,000	175,000	175,000	50,000	50,000	50,000	50,000	50,000	50,000	1,056,000
092.355 Content Management Software	75,000	100,000	50,000	-	-	-	-	-	75,000	100,000	400,000
092.377 OH&S Software	40,000	40,000	40,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	190,000
092.368 Asset Management	20,000	75,000	170,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	615,000
092.373 Planning Software	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	100,000
092.375 Community Reporting	-	75,000	-	10,000	-	10,000	-	10,000	-	10,000	115,000
092.376 EDRMS (Electronic Document Records Management System)	-	-	300,000	-	-	-	-	-	-	-	300,000
092.374 LRC Cell Phone Coverage Upgrade	-	-	200,000	-	-	-	-	-	-	-	200,000
Total: eGovernment Strategies	1,206,000	1,080,000	970,000	310,000	145,000	155,000	175,000	155,000	220,000	285,000	4,701,000
Environmental Services Capital Program											
078.054 Annual Cart Purchases	69,000	36,000	73,000	37,000	76,000	39,000	79,000	40,000	82,000	41,000	572,000
078.042 First Level Environmental Audit	32,000	-	-	16,000	-	-	34,000	-	-	-	82,000
078.050 Environmental Plan Initiatives	12,000	-	12,000	-	12,000	-	12,000	-	12,000	-	60,000
078.048 Environmental Sustainability Plan	-	-	70,000	-	-	-	-	-	-	-	70,000
Total: Environmental Services Capital Program	113,000	36,000	155,000	53,000	88,000	39,000	125,000	40,000	94,000	41,000	784,000
Equipment Services Capital Program											
083.167 Fire Engines	825,000	-	-	900,000	-	-	-	1,500,000	-	-	3,225,000
083.215 Joint Venture Transit Busses	580,000	-	-	-	100,000	1,100,000	100,000	100,000	-	-	1,980,000
083.135 Grader	554,000	-	-	554,000	-	-	-	-	-	-	1,108,000
083.178 Tandem	356,000	-	-	255,000	255,000	-	-	255,000	-	-	1,121,000
083.174 Pickup Trucks for Public Services *	285,900	-	103,000	135,000	45,000	-	-	-	90,000	-	658,900
083.165 1993 Kubota Tractor	240,000	-	-	-	-	-	-	-	-	120,000	360,000
083.159 Turf Mower	212,400	-	-	-	-	-	111,000	-	-	-	323,400
083.129 2013 Protective Services Vehicle	160,000	160,000	-	-	80,000	-	-	-	-	-	400,000
083.173 Skid Steer	102,000	-	-	-	-	-	-	95,000	-	-	197,000
083.219 Major Vehicle Rehabilitation	100,000	-	-	-	-	-	-	-	-	-	100,000
083.132 Ford 3/4 Ton Unit 336	97,000	-	-	-	-	-	-	-	-	-	97,000
083.150 Rough Cutter (New addition)	67,000	-	-	-	-	-	-	-	-	-	67,000
083.230 Wood Chipper (New addition)	63,100	-	-	-	-	-	-	-	-	-	63,100
083.125 4 X 4 Fire Unit	62,000	-	62,000	-	62,000	187,000	-	-	-	-	373,000
083.138 Half-ton for Facilities Technician	55,000	-	-	-	-	145,000	-	-	-	-	200,000
083.233 Steep Slope Mower	50,000	-	-	-	-	-	-	-	-	-	50,000
083.237 Professional Painter - HVAC Technician Truck (New addition)	45,000	-	-	-	-	-	-	-	-	-	45,000
083.228 Iron Worker (New addition)	45,000	-	-	-	-	-	-	-	-	-	45,000
083.229 Emergency Transportation Trailers (New addition)	38,000	-	-	-	-	-	-	-	-	-	38,000
083.235 Utility Operator Vehicle - Light Duty Truck (New addition)	38,000	-	-	-	-	-	-	-	-	-	38,000
083.236 Operator Parks & Open Spaces - Light Duty Truck (New addition)	38,000	-	-	-	-	-	-	-	-	-	38,000
083.234 Engineering Vehicle	35,000	-	-	-	-	-	-	-	-	-	35,000
083.232 Mobile Column Lift (New addition)	33,000	-	-	-	-	-	-	-	-	-	33,000
083.142 Mule	30,000	-	60,000	36,000	-	48,000	-	-	36,000	18,000	228,000
083.220 Specialized Parks Vehicle (Mini Truck)	20,000	-	-	-	-	-	-	-	-	15,000	35,000



City of Leduc 2019 - 2028 Capital by Program

	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	Total
083.119 Pressure Washer (New addition)	20,000	-	-	-	-	-	-	-	-	-	20,000
083.140 Loader 938G	-	357,600	-	-	-	357,600	-	-	-	-	715,200
083.168 Fire Ambulance unit 252	-	271,000	542,000	-	-	-	-	-	-	-	813,000
083.170 Special Transportation	-	200,000	200,000	-	400,000	-	-	200,000	-	-	1,000,000
083.231 Draft Commander (New addition)	-	-	130,000	-	-	-	-	-	-	-	130,000
083.143 Olympia	-	120,000	-	-	-	125,000	-	130,000	-	-	375,000
083.141 Mower	-	95,000	-	120,000	-	-	-	-	-	-	215,000
083.169 Fire ATP - Unit 353	-	90,000	-	-	-	-	-	-	-	-	90,000
083.175 One Tons for Public Services	-	70,000	-	-	-	86,000	188,000	-	-	-	344,000
083.145 Planning Truck	-	42,500	-	40,000	35,000	-	84,400	77,000	42,500	-	321,400
083.158 Top Dresser	-	30,000	-	-	-	-	-	-	-	-	30,000
083.134 Graco Line Painter Unit 409	-	25,000	-	-	-	-	-	-	-	-	25,000
083.122 Speed Plow	-	10,000	-	-	-	-	-	-	-	-	10,000
083.176 Bucket Truck	-	-	300,000	-	-	-	-	-	-	-	300,000
083.192 Toro 4000D Mower	-	-	285,000	-	-	-	-	-	-	-	285,000
083.123 2012 Gravel Truck - Unit 409	-	-	210,000	-	-	-	-	-	-	-	210,000
083.209 Water Commission Vehicles	-	-	125,000	-	-	-	-	-	-	-	125,000
083.191 Tore 580 Mower	-	-	120,000	-	-	-	-	-	-	-	120,000
083.184 Multipurpose Utility Vehicle	-	-	90,000	-	-	-	-	-	-	-	90,000
083.193 Small Detail Mower	-	-	40,000	-	-	-	-	-	-	-	40,000
083.221 Lake Weed Harvester Replacement	-	-	-	500,000	-	-	-	-	-	-	500,000
083.202 Parade Float Chassis	-	-	-	20,000	-	-	-	-	-	-	20,000
083.154 Snow Blower	-	-	-	-	150,000	-	-	-	150,000	-	300,000
083.200 One-Ton Truck With Plow & Slip-In Sander	-	-	-	-	85,000	-	-	-	-	-	85,000
083.187 Truck for Facilities Dept	-	-	-	-	50,200	-	-	-	-	-	50,200
083.126 Aerator	-	-	-	-	31,000	-	-	-	-	-	31,000
083.206 Fleet Services Service Truck	-	-	-	-	-	150,000	-	-	-	-	150,000
083.199 Asphalt Hot Box Trailer	-	-	-	-	-	74,000	-	-	-	-	74,000
083.128 Backhoe/Loader	-	-	-	-	-	-	165,000	-	-	-	165,000
083.208 Ice Breaker Attachment	-	-	-	-	-	-	-	60,000	-	-	60,000
083.212 Utility Roller	-	-	-	-	-	-	-	50,000	-	-	50,000
083.211 Turf Vac Sweep	-	-	-	-	-	-	-	41,000	-	-	41,000
083.213 Heavy Duty Truck & Box	-	-	-	-	-	-	-	-	86,000	-	86,000
083.177 Vehicle for Refrig Controls Tech	-	-	-	-	-	-	-	-	52,000	-	52,000
083.225 3/4 Ton Truck	-	-	-	-	-	-	-	-	-	52,500	52,500
083.227 Truck - Operator Infrastructure Maintenance	-	-	-	-	-	-	-	-	-	52,500	52,500
Total: Equipment Services Capital Program	4,151,400	1,471,100	2,267,000	2,560,000	1,293,200	2,272,600	648,400	2,508,000	456,500	258,000	17,886,200

* Project expenditures include the purchase of one 2-ton service body truck and two general pick-up trucks

Facilities - Major Facilities											
087.163 West Campus Site Master Plan	100,000	-	-	-	-	-	-	-	-	-	100,000
087.173 Partnership Opportunities	-	7,900,000	-	-	-	-	-	-	-	-	7,900,000
087.161 North Fire Hall*	-	-	-	TBD - \$8.0M			-	-	-	-	-
087.151 City of Leduc Facilities Master Plan	-	-	-	150,000	-	-	-	-	-	150,000	300,000
087.162 West Public Works Satellite Shop (no land cost included)	-	-	-	-	-	-	-	152,000	1,117,000	-	1,269,000
087.164 West Campus Twin Arenas	-	-	-	-	-	-	-	2,167,000	15,893,000	-	18,060,000
087.166 Twin field houses West Campus**	-	-	-	-	-	-	-	2,880,000	21,120,000	-	24,000,000
087.172 Community Hub (Alexandra Arena re-purpose)	-	-	-	-	-	-	-	-	-	12,537,000	12,537,000
087.165 Park and Ride location west campus	-	-	-	-	-	-	-	225,000	1,500,000	-	1,725,000
Total: Facilities - Major Facilities	100,000	-	7,900,000	-	150,000	-	-	5,424,000	39,630,000	12,687,000	65,891,000

* Actively pursuing partnership opportunities

** This project could be accelerated as there is a potential to partner with BGRSD

It is important to recognize there are projects in years 2029 - 2033 that total \$23.0M as a part of the Facilities Master Plan.



City of Leduc 2019 - 2028 Capital by Program

	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	Total
Facility Restorations and Improvements											
086.372 LRC energy efficiency projects	1,252,519	-	-	-	-	-	-	-	-	-	1,252,519
086.267 Protective Services Building Capital Renewal	1,127,949	-	-	-	-	20,173	-	-	257,243	-	1,405,365
086.266 LRC Capital Renewal Project	980,944	426,441	-	-	249,448	44,381	-	440,619	140,000	-	2,281,833
086.303 Energy Efficiency Projects	580,791	-	-	-	-	-	-	-	-	-	580,791
092.371 Digital Sign Replacement	250,000	125,000	-	-	-	-	-	-	-	-	375,000
086.274 LRC Pool Old Mechanical Room Renovations PHII	226,292	30,548	-	-	38,989	1,063,774	310,805	-	-	32,718	1,703,126
086.305 OPS Capital Renewals	86,000	-	-	-	-	-	-	-	-	-	86,000
087.145 Capital Equipment Renewal LRC	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	500,000
086.304 Building Security Enhancements	50,000	50,000	-	50,000	-	50,000	-	50,000	-	50,000	300,000
086.263 Alexandra Arena Capital Renewal*	37,847	731,800	-	-	-	-	-	14,528	48,250	-	832,425
086.308 Rental Properties Capital Renewal	35,000	-	-	-	-	-	-	-	-	-	35,000
086.261 Telford House Facility Rehabilitation	30,750	15,000	-	-	-	43,000	-	-	26,496	-	115,246
086.262 Civic Centre Capital Renewal	10,104	-	-	12,801	-	33,622	-	-	-	-	56,527
102.061 Lede Park (Concession, Washroom, Shelter)**	-	50,000	400,000	-	-	-	-	-	-	-	450,000
086.275 LRC Second Level Program Expansion	-	-	485,000	3,553,000	-	-	-	-	-	-	4,038,000
086.311 Reconfigure lease space to Office*	-	-	250,000	-	-	-	-	-	-	-	250,000
086.309 OPS staff Parking	-	-	-	600,000	-	-	-	-	-	-	600,000
086.310 OPS office space reconfiguration	-	-	-	112,000	818,000	-	-	-	-	-	930,000
086.255 Civic Centre Building Renovations	-	-	-	-	-	-	-	788,000	5,775,000	-	6,563,000
086.295 Stageworks Capital renewals	-	-	-	-	-	-	-	-	25,839	-	25,839
Total: Facility Restorations and Improvements	4,718,196	1,478,789	1,185,000	4,377,801	1,156,437	1,304,950	360,805	1,343,147	6,322,828	132,718	22,380,671
<i>* Subject to future decisions of long term facilities master plan</i>											
<i>** Design and construction is tentative and will be refined with further scoping</i>											
FCSS Capital Program											
085.005 Social Needs Assessment	-	60,000	-	-	-	-	65,000	-	-	-	125,000
Total: FCSS Capital Program	-	60,000	-	-	-	-	65,000	-	-	-	125,000
Protective Services Capital Program											
089.212 Business Continuity Plan	60,000	-	-	-	-	-	-	-	-	-	60,000
089.213 Fire Prevention Officer Vehicle	35,000	-	-	-	-	-	-	-	-	-	35,000
095.024 Enforcement Services Equipment	28,000	-	-	60,000	-	-	20,000	40,000	-	25,000	173,000
089.211 Hydrant Markers	16,860	-	-	-	-	-	-	-	-	-	16,860
089.185 Thermal Imaging Camera Upgrade	15,000	-	-	-	15,000	-	-	-	-	-	30,000
089.184 Water and Ice Rescue Equipment	15,000	-	-	-	-	-	-	-	-	-	15,000
089.187 Self Contained Breathing Apparatus (SCBA) Replacement	-	390,000	-	-	-	-	-	-	-	-	390,000
089.100 Rescue Equipment	-	-	45,000	-	-	-	-	-	-	-	45,000
089.205 Fire Engine	-	-	-	900,000	-	-	-	-	-	-	900,000
089.204 Outfitting of Ladder Truck (75 foot)	-	-	-	70,000	-	-	-	-	-	-	70,000
089.188 Wildland Skid Unit	-	-	-	25,000	-	-	-	-	-	-	25,000
Total: Protective Services Capital Program	169,860	390,000	45,000	1,055,000	15,000	-	20,000	40,000	-	25,000	1,724,860
GIS											
104.002 LiDAR Data Collection Project	70,000	-	-	-	-	45,000	-	-	-	-	115,000
104.001 Aerial Data	18,000	37,000	24,000	44,000	20,000	40,000	24,000	44,000	24,000	40,000	315,000
Total: GIS	88,000	37,000	24,000	44,000	20,000	85,000	24,000	44,000	24,000	40,000	430,000
Intergovernmental Affairs											
092.361 Business Management Software	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	100,000
Total: Intergovernmental Affairs	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	100,000
MacLab Centre											
086.307 MacLab Centre for the Performing Arts	25,000	25,000	-	-	-	-	-	-	-	-	50,000
106.579 MacLab Centre Facility Enhancements/Connectivity	25,000	-	-	-	-	-	-	-	-	-	25,000
106.580 MacLab Centre Equipment Replacement Plan	-	-	25,500	78,290	30,125	-	50,100	50,100	-	-	234,115



City of Leduc 2019 - 2028 Capital by Program

	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	Total
Total: MacLab Centre	50,000	25,000	25,500	78,290	30,125	-	50,100	50,100	-	-	309,115
Office Equipment Replacement Program											
091.040 Furniture/Workstation Replacement	88,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	268,000
091.150 Equipment Replacement - other	-	30,000	-	30,000	-	30,000	-	30,000	-	-	120,000
Total: Office Equipment Replacement Program	88,000	50,000	20,000	50,000	20,000	50,000	20,000	50,000	20,000	20,000	388,000
Offsite Levies											
075.058 Southeast Boundary Road (Hwy 2A to Coady Blvd.) - #43	3,750,000	-	-	-	-	-	-	2,400,000	-	-	6,150,000
075.070 50 Ave Widening (Fire Hall to 74 Street) #18	800,000	-	-	-	-	-	-	-	-	-	800,000
075.084 Tribute Water Main Highway Crossing - W4	700,000	-	-	-	-	-	-	-	-	-	700,000
075.056 Spine Road (Allard Avenue to 65th Avenue East) - 2L #64	250,000	2,400,000	-	-	-	-	-	-	-	-	2,650,000
075.067 Grant MacEwan South (50th Ave to Black Gold Drive) 2L-4L - #75	200,000	-	-	1,400,000	-	-	-	-	-	-	1,600,000
075.072 74th Street (50th Ave to Woodbend) - #10	-	-	1,430,000	-	-	-	-	-	-	-	1,430,000
075.086 50 Street turn bay - #87	-	-	-	150,000	-	-	-	-	-	-	150,000
075.083 Water Distribution Main across HWY2 for 65th Ave development - W1	-	-	-	-	2,600,000	-	-	-	-	-	2,600,000
075.045 Coady Boulevard (Meadowview Blvd to SE Boundary Road) #55	-	-	-	-	1,500,000	-	-	1,500,000	-	-	3,000,000
075.071 74th Street (50th Avenue to Crystal Creek) - #12	-	-	-	-	1,430,000	-	-	-	-	-	1,430,000
075.073 Traffic Signal - Spine Road and Airport Road - #65	-	-	-	-	165,000	-	-	-	-	-	165,000
075.081 East Industrial Lift Station and Force Main - S10	-	-	-	-	-	9,000,000	-	-	-	-	9,000,000
075.077 Spine Road - 65th Avenue East to Lakeside Industrial - #70	-	-	-	-	-	2,800,000	-	-	-	-	2,800,000
075.054 50th Avenue (Deer Valley Drive to west of Fire Hall access) - #19	-	-	-	-	-	-	525,000	-	-	-	525,000
075.053 NW Reservoir and Pump Station -W8	-	-	-	-	-	-	-	-	16,000,000	-	16,000,000
075.085 45th/43rd Street (175m North of 70th Ave to 82nd Ave) - #47	-	-	-	-	-	-	-	-	6,400,000	-	6,400,000
075.087 HWY2 Water fill line crossing for 65th Ave reservoir - W9	-	-	-	-	-	-	-	-	1,350,000	-	1,350,000
075.080 Corinthia Sanitary Storage - S3	-	-	-	-	-	-	-	-	683,000	-	683,000
075.088 Traffic Signals - 74th Street and 50th Ave - #25	-	-	-	-	-	-	-	-	-	262,000	262,000
075.089 Traffic Signal - 65 Ave/ Spine Road - #69	-	-	-	-	-	-	-	-	-	262,000	262,000
075.090 Traffic Signal - Grant MacEwan and 65 Ave - #73	-	-	-	-	-	-	-	-	-	262,000	262,000
Total: Offsite Levies *	5,700,000	2,400,000	1,430,000	1,550,000	5,695,000	11,800,000	525,000	3,900,000	24,433,000	786,000	58,219,000
<i>* The development agreement must be substantially completed prior to initiation of any offsite levy project</i>											
Parks Development Capital - Growth Related Projects											
102.060 Cultural Village Amphitheatre	105,000	-	-	-	-	-	-	-	-	-	105,000
102.044 Public Art Project	53,000	33,000	33,500	3,500	33,500	3,500	4,000	34,000	4,000	-	202,000
102.008 Community Sign Replacement	30,000	30,000	30,000	10,000	30,000	10,000	30,000	10,000	30,000	30,000	240,000
102.012 Streetscape Development	15,000	30,000	15,000	30,000	15,000	30,000	15,000	30,000	15,000	30,000	225,000
102.027 Lede Park Improvements	10,000	455,000	260,000	255,000	260,000	55,000	460,000	255,000	55,000	55,000	2,120,000
102.045 Outdoor Rinks	10,000	-	35,000	535,000	10,000	-	10,000	-	10,000	-	610,000
102.002 Alexandra Park Redevelopment	10,000	-	10,000	-	10,000	-	10,000	-	10,000	-	50,000
102.038 Fred Johns Park	10,000	-	10,000	-	10,000	-	85,000	-	10,000	-	125,000
102.050 Leduc Lions Park	-	340,000	25,000	50,000	564,000	310,000	175,000	96,000	-	10,000	1,570,000
102.041 Lions Club Outdoor Rink	-	40,000	-	-	-	20,000	-	-	-	-	60,000
102.049 Telford Lake Rowing Facilities	-	40,000	-	-	-	-	-	-	-	-	40,000
102.019 Cultural Village	-	25,000	-	20,000	-	25,000	-	20,000	-	-	90,000
102.024 John Bole Field Facility	-	10,000	-	10,000	-	50,000	-	10,000	-	40,000	120,000
102.048 West Campus High School Sports Fields	-	-	-	25,000	350,000	350,000	250,000	250,000	-	-	1,225,000
Total: Parks Development Capital - Growth Related Projects	243,000	1,003,000	418,500	938,500	1,282,500	853,500	1,039,000	705,000	134,000	165,000	6,782,000



City of Leduc 2019 - 2028 Capital by Program

	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	Total
Parks Development Capital - Sustainability Projects											
103.013 Simpson Park	176,000	12,000	-	-	-	-	-	-	-	-	188,000
103.003 Playground Equipment	150,000	250,000	250,000	250,000	250,000	250,000	250,000	50,000	50,000	50,000	1,800,000
103.005 Park Enhancement Program	145,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	370,000
103.014 Simpson Park Playground	45,000	-	-	-	-	-	-	-	-	-	45,000
Total: Parks Development Capital - Sustainability Projects	516,000	287,000	275,000	275,000	275,000	275,000	275,000	75,000	75,000	75,000	2,403,000
Planning Department Capital Program											
079.040 Municipal Development Plan	225,000	-	-	-	-	350,000	-	-	-	-	575,000
079.030 Intermunicipal Development Plan	200,000	-	-	-	200,000	-	-	-	-	-	400,000
079.060 Land Use Bylaw	-	175,000	-	-	-	200,000	-	-	-	-	375,000
079.128 Leduc Area Redevelopment Plans	-	-	150,000	-	-	-	-	-	-	-	150,000
079.151 Urban Agriculture Strategy	-	-	150,000	-	-	-	-	-	-	-	150,000
079.132 Long Term Financial Sustainability Plan	-	-	30,000	-	-	30,000	-	-	30,000	-	90,000
079.124 Attainable Housing Strategy Development	-	-	20,000	-	-	-	-	-	-	-	20,000
079.134 Downtown Redevelopment Plan	-	-	-	400,000	-	3,000,000	1,500,000	1,500,000	-	-	6,400,000
Total: Planning Department Capital Program	425,000	175,000	350,000	400,000	200,000	3,580,000	1,500,000	1,500,000	30,000	-	8,160,000
Public Services Capital Program											
080.232 Multiway Overlays	100,000	100,000	102,000	104,040	106,121	108,243	110,408	112,616	114,869	117,166	1,075,463
080.231 Parking Lot Improvements	75,000	50,000	76,500	52,020	79,591	54,122	82,806	56,308	86,151	57,434	669,932
080.220 Traffic Control Device Improvements	70,000	70,000	71,400	72,828	74,285	75,770	77,286	78,831	80,408	82,016	752,824
080.253 Pedestrian Crosswalk Signals	64,000	65,280	66,586	67,917	69,276	70,661	72,074	73,515	74,985	76,485	700,779
080.287 Tree Replacement	50,000	50,000	50,000	-	-	-	-	-	-	-	150,000
080.288 Landscape Standards Update	50,000	-	-	-	-	-	-	-	-	-	50,000
080.252 Portable Electronic Signs	30,000	-	-	30,000	-	-	30,000	-	-	30,000	120,000
080.290 Eco Station Fibre Optic Utility Extension	20,000	100,000	-	-	-	-	-	-	-	-	120,000
080.285 Fountain Replacement	15,000	-	15,000	-	15,000	-	-	-	-	-	45,000
080.289 Eco Station IT Equipment	15,000	-	-	-	-	-	-	-	-	-	15,000
080.282 Outdoor Skate Path	10,000	25,000	-	-	10,000	-	-	10,000	-	-	55,000
080.264 Speed Awareness Signs	6,000	12,000	6,120	12,485	6,242	12,989	6,367	13,514	6,495	13,784	95,996
102.065 Deer Valley Community Garden (includes roads)	-	230,000	175,000	125,000	125,000	-	-	-	-	-	655,000
080.259 Railway Crossing Rehabilitation	-	200,000	-	-	-	-	100,000	-	-	-	300,000
080.247 Cemetery - Columbarium	-	50,000	-	50,000	-	50,000	-	50,000	-	50,000	250,000
080.260 Cemetery Fence Repairs	-	50,000	-	-	-	-	-	-	-	-	50,000
080.248 Seasonal Lights	-	20,000	-	20,000	-	20,000	-	20,000	-	20,000	100,000
080.277 Cemetery Development	-	-	-	2,165,000	3,000,000	-	-	-	-	-	5,165,000
080.268 Resurface Tennis Courts	-	-	-	-	45,000	-	-	-	-	-	45,000
Total: Public Services Capital Program	505,000	1,022,280	562,606	2,699,290	3,530,515	391,785	478,941	414,784	362,908	446,885	10,414,994
Recreation Capital Program											
105.002 Fitness Equipment Renewal	146,880	128,180	106,780	107,825	113,955	111,810	108,180	113,875	103,465	104,665	1,145,615
105.001 Aquatics Equipment Renewal	105,000	100,000	100,000	78,000	87,000	140,000	85,000	84,000	68,000	85,000	932,000
105.004 General Equipment Renewal LRC	79,100	29,200	30,000	28,500	28,000	26,000	28,000	29,000	26,500	26,500	330,800
105.003 LRC Lease Space Reconfiguration	-	50,000	-	-	-	-	-	-	-	-	50,000
Total: Recreation Capital Program	330,980	307,380	236,780	214,325	228,955	277,810	221,180	226,875	197,965	216,165	2,458,415
Telephone Upgrade											
101.001 Telephone Replacement	65,500	-	-	-	-	-	-	-	-	60,000	125,500
Total: Telephone Upgrade	65,500	-	-	-	-	-	-	-	-	60,000	125,500



City of Leduc 2019 - 2028 Capital by Program

	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	Total
Transit											
010.015 Bus Purchase for Route 10	420,000	-	-	-	-	-	-	-	-	-	420,000
010.007 Smart Bus	318,000	-	-	-	-	-	-	-	-	-	318,000
010.014 Leduc Transit Park & Ride	50,000	450,000	-	-	-	-	-	-	-	-	500,000
010.013 Smart Fare	51,000	-	-	-	-	-	-	-	-	-	51,000
Total: Transit	839,000	450,000	-	-	-	-	-	-	-	-	1,289,000
Wastewater Capital Program											
082.030 Infiltration Reduction Program	50,000	50,000	51,000	52,020	53,060	54,122	55,204	56,308	57,434	58,583	537,731
082.040 Service Connection Repair	-	160,000	-	160,000	-	160,000	-	160,000	-	160,000	800,000
082.044 New Sanitary Lateral Augers	-	30,000	-	-	-	-	30,000	-	-	-	60,000
082.010 Wastewater Mainline Upgrading/Repair	-	-	-	-	-	-	-	-	34,461	-	34,461
082.042 Lift Station Upgrades	-	-	-	-	-	-	-	-	-	220,000	220,000
Total: Wastewater Capital Program	50,000	240,000	51,000	212,020	53,060	214,122	85,204	216,308	91,895	438,583	1,652,192
Water Department Capital Program											
081.083 Water Meter Annual Purchases	256,700	264,400	272,400	280,500	289,000	297,600	306,500	315,700	325,200	331,700	2,939,700
081.093 Mainline Valve Replacement	107,000	122,000	180,000	110,282	112,485	114,737	117,033	119,373	121,761	124,196	1,228,867
081.070 Distribution System Upgrades-Contract Services/Equipment	55,000	60,000	65,000	70,000	75,000	80,000	85,000	90,000	95,000	100,000	775,000
081.088 Neighborhood Leak Detection	50,000	-	-	-	-	-	-	-	-	-	50,000
081.097 SCADA Communication System Replacement	-	420,000	-	-	-	-	-	-	-	-	420,000
081.094 Leak Detection Software Module	-	-	-	-	-	75,000	-	-	-	-	75,000
081.080 Reservoir Improvements	-	-	-	-	-	-	-	-	-	135,000	135,000
Total: Water Department Capital Program	468,700	866,400	517,400	460,782	476,485	567,337	508,533	525,073	541,961	690,896	5,623,567
Total Expense	32,258,286	26,842,549	40,072,136	34,995,408	25,125,377	33,189,854	22,836,263	31,655,729	82,857,007	26,623,587	356,421,196
Debenture Funded	5,583,310	-	17,900,000	-	-	-	-	-	-	-	23,483,310
Unfunded	-	230,000	575,000	4,225,000	650,000	3,000,000	2,300,000	7,487,000	43,905,000	12,537,000	74,909,000

Note: All projects costs after 2020 could have a range of +/- 20% as a result of detailed design not being completed. These are high level estimates only.

City of Leduc - 2019 Charge Schedule



City Clerk* 2019 Charge Unit/Per

The following charges are established for the provision of services to the public:

Assessment Complaint Filing Fee

Residential	\$50.00
Commercial - based on assessed value of property:	
\$0 - \$499,999	\$300.00
\$500,000 plus	\$650.00

No fees shall be charged for a change in school support.

If a complainant withdraws a complaint on agreement with the assessor to correct any matter or issue under complaint, any complaint filing fee must be refunded to the complainant.

Development Appeals

Appeals respecting any residential development and developments in an Agricultural or Urban Reserve District - For Each Appeal

District - For Each Appeal	\$125.00
For all other appeals - For Each Appeal	\$125.00
Subdivision Appeals – For Each Appeal	\$125.00

For searching for, locating and retrieving a record

\$6.75 per 1/4 hour

For producing a record from an electronic record:

Computer processing and related charges	cost actual cost to the City
Computer programming	cost up to \$20.00 per 1/4 hour

For producing a paper copy of a record:

Photocopies and computer printouts:	
Black and white up to 8 1/2" x 14"	\$0.25 per page
Other formats	\$0.50 per page
From microfiche or microfilm	\$0.50 per page
Plans and blueprints	cost actual cost to the City

For producing a copy of a record by duplication of the following media:

Microfiche and microfilm	cost actual cost to the City
Computer disks	\$5.00 per disk
Computer tapes	cost actual cost to the City
Slides	\$2.00 per slide
Audio and video tapes	cost actual cost to the City

For producing a photographic copy (colour or black and white) printed on photographic paper from a negative, slide or digital image:

4" x 6"	\$3.00
5" x 7"	\$6.00
8" x 10"	\$10.00
11" x 14"	\$20.00
16" x 20"	\$30.00

For producing a copy of a record by any process or in any medium for format not listed above

cost actual cost to the City

For preparing and handling a record for disclosure

\$6.75 per 1/4 hour

For supervising the examination of a record

\$6.75 per 1/4 hour

For shipping a record or a copy of a record

cost actual cost to the City

Requests for Information:

Environmental Assessment Requests - Per Property	\$80.00
Other Property Searches - Per Property	\$50.00

*Charges are established pursuant to s. 630.1 of the Municipal Government Act, RSA 2000, Chapter M-26

*Charges are established in accordance with the Freedom of Information and Protection of Privacy Act s. 93, as amended

Finance 2019 Charge Unit/Per

Assessment

Assessment Information	\$75.00 per hour
Fees may be charged on a "per piece" of information	\$25.00
Mortgage Administration Fee	\$15.00
NSF (Cheques, TIPP and AUL withdrawals)	\$35.00
Photocopying / Printing - Per Page (black and white up to 8 1/2" x 14")	\$0.25

Tax

City of Leduc - 2019 Charge Schedule

Tax Certificates	\$30.00
Tax Notification & Recovery (per property)	\$100.00
Lien Registration	\$100.00

FCSS

2019
Charge

Unit/Per

Counselling

Gross Annual Family Income Range

Per Year	Per Month	Number of Children	
Less than \$19,999	Up to \$1,665	0	\$20.00
\$20,000 - \$24,999	\$1,666 - \$2,083	0	\$25.00
\$25,000 - \$29,999	\$2,084 - \$2,500	0	\$30.00
\$30,000 - \$34,999	\$2,501 - \$2,917	0	\$35.00
\$35,000 - \$39,999	\$2,918 - \$3,333	0	\$40.00
\$40,000 - \$44,999	\$3,334 - \$3,750	0	\$45.00
\$45,000 - \$49,999	\$3,751 - \$4,166	0	\$50.00
\$50,000 - \$75,000	\$4,167 - \$6,250	0	\$55.00

Per Year	Per Month	Number of Children	
Less than \$19,999	Up to \$1,665	1 or 2	\$18.00
\$20,000 - \$24,999	\$1,666 - \$2,083	1 or 2	\$22.00
\$25,000 - \$29,999	\$2,084 - \$2,500	1 or 2	\$25.00
\$30,000 - \$34,999	\$2,501 - \$2,917	1 or 2	\$30.00
\$35,000 - \$39,999	\$2,918 - \$3,333	1 or 2	\$35.00
\$40,000 - \$44,999	\$3,334 - \$3,750	1 or 2	\$40.00
\$45,000 - \$49,999	\$3,751 - \$4,166	1 or 2	\$45.00
\$50,000 - \$75,000	\$4,167 - \$6,250	1 or 2	\$50.00

Per Year	Per Month	Number of Children	
Less than \$19,999	Up to \$1,665	3 or more	\$15.00
\$20,000 - \$24,999	\$1,666 - \$2,083	3 or more	\$20.00
\$25,000 - \$29,999	\$2,084 - \$2,500	3 or more	\$22.00
\$30,000 - \$34,999	\$2,501 - \$2,917	3 or more	\$25.00
\$35,000 - \$39,999	\$2,918 - \$3,333	3 or more	\$30.00
\$40,000 - \$44,999	\$3,334 - \$3,750	3 or more	\$35.00
\$45,000 - \$49,999	\$3,751 - \$4,166	3 or more	\$40.00
\$50,000 - \$75,000	\$4,167 - \$6,250	3 or more	\$45.00

Appointments will be based on annual gross income, and the fee is due prior to each appointment.

If cancellation of appointment is required, 24 hours notice must be given.

If 24 hours notice is not received, the full hourly fee will be charged.

Homemaking Service

Gross Annual Family Income Range

Per Year	Per Month	Number of Children	
Up to \$12,000	Up to \$1,000	0	\$11.00
Up to \$18,000	\$1,001 - \$1,500	0	\$12.50
Up to \$24,000	\$1,501 - \$2,000	0	\$13.50
Up to \$30,000	\$2,001 - \$2,500	0	\$14.50
Up to \$36,000	\$2,501 - \$3,000	0	\$15.50
Up to \$42,000	\$3,001 - \$3,500	0	\$16.50
Up to \$48,000	\$3,501 - \$4,000	0	\$17.50
Veteran Affairs Clients		0	\$22.00

Gross Annual Family Income Range

Per Year	Per Month	Number of Children	
Up to \$12,000	Up to \$1,000	1	\$8.50
Up to \$18,000	\$1,001 - \$1,500	1	\$9.25
Up to \$24,000	\$1,501 - \$2,000	1	\$10.50
Up to \$30,000	\$2,001 - \$2,500	1	\$12.00
Up to \$36,000	\$2,501 - \$3,000	1	\$13.00
Up to \$42,000	\$3,001 - \$3,500	1	\$14.00

City of Leduc - 2019 Charge Schedule

Up to \$48,000	\$3,501 - \$4,000	1	\$15.00
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Gross Annual Family Income Range

Per Year	Per Month	Number of Children	
Up to \$12,000	Up to \$1,000	2 or 3	\$8.50
Up to \$18,000	\$1,001 - \$1,500	2 or 3	\$9.25
Up to \$24,000	\$1,501 - \$2,000	2 or 3	\$10.00
Up to \$30,000	\$2,001 - \$2,500	2 or 3	\$11.50
Up to \$36,000	\$2,501 - \$3,000	2 or 3	\$12.50
Up to \$42,000	\$3,001 - \$3,500	2 or 3	\$13.50
Up to \$48,000	\$3,501 - \$4,000	2 or 3	\$14.50

FCSS

2019

Charge

Unit/Per

Gross Annual Family Income Range

Per Year	Per Month	Number of Children	
Up to \$12,000	Up to \$1,000	4 or more	\$8.50
Up to \$18,000	\$1,001 - \$1,500	4 or more	\$9.25
Up to \$24,000	\$1,501 - \$2,000	4 or more	\$9.50
Up to \$30,000	\$2,001 - \$2,500	4 or more	\$11.00
Up to \$36,000	\$2,501 - \$3,000	4 or more	\$12.00
Up to \$42,000	\$3,001 - \$3,500	4 or more	\$13.00
Up to \$48,000	\$3,501 - \$4,000	4 or more	\$14.00

If cancellation of appointment is required, 24 hours notice must be given.

If 24 hours notice is not received, the full hourly fee will be charged.

Meals on Wheels

\$10.00 per meal for anyone eligible for this program.

\$10.00

If a meal needs to be cancelled, it must be done no later than 10:00 AM on day of delivery; otherwise client will be charged for the meal

A subsidy is available for those who qualify - cost is \$7.50 per meal

Maclab Centre for the Performing Arts

2019

Charge

Unit/Per

Rental Rates

Local Not-for-Profit

Live Performance (8 hour day)	\$680.00
Stage Rehearsal (8 hour day)	\$560.00
Additional Hours (overtime)	\$110.00
Live Performance (5 hour day)	\$425.00
Stage Rehearsal (5 hour day)	\$382.00
Additional Hours (up to 8 hours)	\$85.00
Additional Rental Hours (overtime)	\$110.00
Additional Tech Support (up to 8 hours)	\$45.00
Additional Tech Support (overtime)	\$67.50

Non-Local Not-for-Profit & Local Commercial

Live Performance (8 hour day)	\$1,020.00
Stage Rehearsal (8 hour day)	\$840.00
Additional Hours (overtime)	\$140.00
Live Performance (5 hour day)	\$650.00
Stage Rehearsal (5 hour day)	\$573.00
Additional Hours (up to 8 hours)	\$124.00
Additional Rental Hours (overtime)	\$140.00
Additional Tech Support (up to 8 hours)	\$45.00
Additional Tech Support (overtime)	\$67.50

Non-Local Commercial

Live Performance (8 hour day)	\$1,400.00
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City of Leduc - 2019 Charge Schedule

Stage Rehearsal (8 hour day)	\$1,100.00
Additional Hours (overtime)	\$170.00
Live Performance (5 hour day)	\$750.00
Stage Rehearsal (5 hour day)	\$685.00
Additional Hours (up to 8 hours)	\$147.50
Additional Rental Hours (overtime)	\$175.00
Additional Tech Support (up to 8 hours)	\$45.00
Additional Tech Support (overtime)	\$67.50

Black Gold Schools

Live Performance up to 8 hours (4 hour minimum)	\$85.00 hour
Additional Rental Hours (overtime up to 12 hours)	\$107.50 hour
Rehearsals:	
Weekday 8:00am to 5:00pm	\$45.00 hour
Weekday 5:00pm to 11:00pm	\$70.00 hour
Weekends (5 hour minimum)	\$350.00
Additional Rental Hours Weekends (overtime up to 8 hours)	\$70.00
Additional Rental Hours (overtime up to 12 hours)	\$97.50
Additional Tech Support (up to 8 hours)	\$45.00
Additional Tech Support (overtime)	\$67.50

Commercial Bookings

10% of Ticket Revenue or base rental fee, whichever is greater.
Overtime rental and technical charges are 10% of the base rent.

Geomatic Services

2019
Charge

Unit/Per

Cost Associated with completing a custom mapping request:

Geomatics Services makes various standard products available.
Should a customer request a product other than one of these standard standard products, the request will be treated as a custom mapping request.

Custom requests will be addressed on a case-by-case basis.
These requests incur a minimum charge of \$20.00.

\$40.00 per hour

Time spent on completing a custom request.

Times are to be billed to the nearest 15 minutes.
Once a request has been made, should the customer withdraw the request prior to the commencement of work, no charge shall be made. If work on the request has already begun, the customer shall be charged for all time costs incurred up to that point.
If the request was completed prior to being cancelled, the customer shall be charged the full amount.
Any cost for delivery of the product will be added to the total cost.
Costs will be assessed in accordance with City of Leduc Policy No. 12.07.02 - Release and Sale of GIS Products and Services.

GIS Product Pricing:

Paper Products

Registered Plan Index

Shows the locations of registered survey plan within the City of Leduc.

22 x 34

\$15.00

34 x 44

\$20.00

Utility Infrastructure Map

Individual utility maps showing the location of water, sanitary, and storm services. Charges are per utility map.

22 x 34

\$20.00

34 x 44

\$25.00

Land Use Classification Map

Shows land use classifications within the City of Leduc.

17 x 22

\$20.00

22 x 34

\$30.00

City of Leduc - 2019 Charge Schedule

34 x 44 \$40.00

City Wide Area Structure Plan Map

Shows current Area Structure Plans within the City of Leduc.

17 x 22 \$20.00
 22 x 34 \$30.00
 34 x 44 \$40.00

Address Map

Civic addresses shown on two separate maps. One for the south residential area, one for the north industrial/commercial area.

34 x 44 South - Residential \$20.00
 34 x 44 North - Commercial/Industrial \$20.00

Aerial Photography

8-1/2 x 11	Black & White	\$5.00
11 x 17	Black & White	\$10.00
20 x 22 (City Print)	Black & White	\$30.00
40 x 44 (City Print)	Black & White	\$50.00
8-1/2 x 11	Colour	\$10.00
11 x 17	Colour	\$15.00
20 x 22 (City Print)	Colour	\$45.00
40 x 44 (City Print)	Colour	\$60.00
8-1/2 x 11	On Photo paper	N/A
11 x 17	On Photo paper	N/A
20 x 22 (City Print)	On Photo paper	\$2.00
40 x 44 (City Print)	On Photo paper	\$5.00

Any additional feature layer can be added to these standard maps for a charge of \$2.50 per layer. If adding imagery, refer to Aerial Photography. \$2.50 per layer

Digital Products

Utility Information

Water, Storm, Sanitary (prices per utility)

Line Features	CAD	\$0.03 per 10m
Point Features	CAD	\$0.05 per point
Line Features	GIS	\$0.05 per 10m
Point Features	GIS	\$0.08 per point

Geomatic Services

2019

Charge

Unit/Per

Contours

1/4 section	CAD	\$125.00
1 section	CAD	\$175.00
Entire City of Leduc	CAD	\$550.00
1/4 section	GIS	\$150.00
1 section	GIS	\$225.00
Entire City of Leduc	GIS	\$650.00

Orthophotos

As per the applicable ERJOI (Edmonton Regional Joint Orthophoto Initiative) Contribution Agreement

Geocoded Street Network	CAD	\$0.03 per 10m
Geocoded Street Network	GIS	\$0.10 per 10m

Address Points

First 250 points	CAD	N/A
Next 251 - 500 points	CAD	N/A
Next 500 - 749 points	CAD	N/A
Next 750 - 999 points	CAD	N/A
Next 1000+ points	CAD	N/A

First 250 points	GIS	\$0.30 per point
Next 251 - 500 points	GIS	\$0.25 per point

City of Leduc - 2019 Charge Schedule

Next 500 - 749 points	GIS	\$0.20 per point
Next 750 - 999 points	GIS	\$0.15 per point
Next 1000+ points	GIS	\$0.10 per point

<i>Protective Services*</i>	2019 Charge	Unit/Per
For the second false alarm	\$150.00	
For the third false alarm	\$250.00	
For the fourth false alarm and any subsequent response to a false alarm	\$500.00	
Response to a Fire, Rescue, Dangerous Goods, or other incident upon any property	\$500.00	per hour, per unit or any portion thereof, exclusive of command cars. Administrative costs and the cost for replacement of equipment and/or materials used, lost or damaged as a result of the response.
Response to a Fire, Rescue, Dangerous Goods, or other incident upon railway property	\$625.00	per hour, per unit or any portion thereof. Administrative costs and the cost for replacement of equipment and/or materials used, lost or damaged as a result of the response.
Command Vehicles, Mobile Emergency Operations Center (MEOC) or other Unspecified vehicles or apparatus	\$175.00	per hour (includes up to two firefighters)
Fire Emergency Response to Malfunctioning Fire Safety Installations No charge shall be assessed for the first response related to malfunctioning Fire Safety Installations at the same premises responded to by the Fire Services Department during each calendar year. Thereafter, the following charges shall be paid by an owner for each malfunction at the same premises responded to by the Fire Services Department during said calendar year:		
Second (2nd) response to a malfunctioning alarm	\$50.00	
Third (3rd) response to a malfunctioning alarm	\$50.00	
Fourth (4th) response to a malfunctioning alarm	\$250.00	
Fifth (5th) and subsequent response to a malfunctioning alarm	\$500.00	
Fire Department site inspections for regulated occupancies:		
Licensed day homes or foster homes	\$50.00	per inspection
Day care centres, not operated out of a residence	\$100.00	per inspection
Liquor licence inspections	\$100.00	per hour or portion thereof
Requested and required site fire investigation portion thereof	\$75.00	per hour
Processing of construction or demolition site fire safety plans. Where multiple re-inspections are required for compliance, see "Second re-inspection" charges below:	8%	of building permit fee
Second re-inspection of Quality Management Plan occupancy or building	\$120.00	per inspection

<i>Protective Services*</i>	2019 Charge	Unit/Per
Occupancy Load Certificate Replacement Fee	\$60.00	
File search or summary report - related to the history on a particular site or address	\$100.00	per hour, per address
Reports		
Requested copies of fire run reports, dangerous goods reports, fire investigation reports or patient care reports related to a specific incident, including letters of summary and all services associated with providing the requested information.	\$200.00	per incident

Photographs

City of Leduc - 2019 Charge Schedule

Digital Photographs	
Up to and including 60 digital photographs	\$100.00
More than 60 digital photographs	\$150.00

Police Information Check \$35.00

**Charges are established in accordance with Section 8 of the Dangerous Goods Transportation Bylaw No. 558-2004*

**Charges are established in accordance with Section 3 of the False Alarms Bylaw No. 757-2010*

**Charges are established in accordance with Section 8 of the Fire Services Bylaw No. 351-1995*

Recreation and Community Development 2019 Charge Unit/Per

Leduc Recreation Centre Memberships / Admissions

(Membership/Admissions purchased for the Leduc Recreation Centre will allow equivalent access to the Outdoor Pool)

Admissions

Single Visit Admissions	
2 & Under	\$0.00 Free
Child 3-7	\$4.25
Youth 8-17	\$6.00
Adult 18-59	\$9.00
Senior 60-79	\$6.00
Family (2 Adults and all children)	\$20.50
Seniors Plus 80+	\$0.00 Free

Flex Pass (10 Admissions)	
2 & Under	\$0.00 Free
Child 3-7	\$38.00
Youth 8-17	\$54.00
Adult 18-59	\$81.00
Senior 60-79	\$54.00
Family (2 Adults and all children)	\$185.00
Seniors Plus 80+	\$0.00 Free

Group Daily Admissions Rate (15 or more participants from an organization or club). 20% discount

School Daily Admissions Rate
Per Student Sept-Jun / Mon-Fri 8:30am-4:00pm \$3.95 per student

School Recreational Swim Admission Rate
(Access to Aquatic Centre Only)
Per Student Sept-Jun / Mon-Fri 8:30am-4:00pm \$3.45 per student

Any school staff and up to one (1) supervisor per three (3) students under the age of eight (8) will receive admission at no charge with each recreational swim booking. Additional supervisors, or supervisors for children over the age of eight (8), will be charged at the student recreational swim rate.

Build Your Own Membership

Monthly Continuous Membership	
Child 3-7	\$22.95
Youth 8-17	\$32.65
First Adult 18-59	\$49.00
Second Adult 18-59	\$40.00
First Senior 60-79	\$32.65
Second Senior 60-79	\$29.35
Each Child*	\$13.25
Each Youth*	\$17.10
Seniors Plus 80+	\$0.00 Free

* When added to an adult pass

Monthly Membership

City of Leduc - 2019 Charge Schedule

Child 3-7	\$26.50
Youth 8-17	\$37.75
First Adult 18-59	\$56.60
Second Adult 18-59	\$46.15
First Senior 60-79	\$37.75
Second Senior 60-79	\$33.90
Each Child*	\$15.30
Each Youth*	\$19.65
Seniors Plus 80+	\$0.00 Free
Adult Matinee	\$40.40
Senior Matinee	\$30.05
* When added to an adult pass	

Annual Membership

Child 3-7	\$252.30
Youth 8-17	\$358.95
First Adult 18-59	\$538.40
Second Adult 18-59	\$439.60
First Senior 60-79	\$358.95
Second Senior 60-79	\$322.50
Each Child*	\$145.65
Each Youth*	\$187.25
Seniors Plus 80+	\$0.00 Free
Adult Matinee	\$403.70
Senior Matinee	\$268.95
* When added to an adult pass	

Recreation and Community Development

2019
Charge Unit/Per

For the purpose of subsection (g), Continuous monthly memberships to be purchased by way of monthly pre-authorized debit/credit card payments are subject to a \$10.00 administration charge

\$10.00

Corporate & Group

Employees of participating and qualifying organizations are eligible for a 20% discount when buying an annual membership

20% discount

University

All adults registered in a university, college, or trade school are eligible to receive their membership at the youth rate (part-time students eligible for monthly memberships only)

Matinee

Access between 1:00pm - 4:00pm weekdays

NOTE: FOR ARENA, FIELDHOUSE, POOL and MEETING ROOMS RENTALS:

- * Minor - 17 & under, Junior - 16-25 Competitive/post secondary, Adult - 18+
- * Local-Users with with 90% members from City of Leduc and/or County of Leduc
- * Commercial - User conducting business
- * Daily rate amount is calculated @15 hours of hourly rate for a 24 hour booking
- * Weekly rate is calculated at 5 days @ daily rate
- * Damage Deposit applicable for all activities/events as deemed necessary
- * Additional staffing charges may apply outside regular staffing hours
- * Event booking/requirements at discretion of the City of Leduc
- * All bookings subject to approval of the City of Leduc

Ice Rentals - Arenas

Arenas - Ice Prime Time

Sept 1-Mar 31 / Mon-Fri 4:00pm-11:00pm, Sat & Sun 8:00am-11:00pm

Adult	\$241.25 per hour
Minor	\$126.00 per hour
Junior	\$159.50 per hour
Commercial/Non-local users	\$278.25 per hour

City of Leduc - 2019 Charge Schedule

Arenas - Ice Non-Prime Time

Sept 1- Mar 31 / Mon-Fri 7:00am-4:00pm

Adult	\$147.50 per hour
Junior	\$159.50 per hour
School	\$86.00 per hour

(Located in geographical boundaries of the County of Leduc excluding the Town of Beaumont and the Town of Devon

Sept-Jun 8:30am-4:00pm)

Commercial/Non-local users	\$278.25 per hour
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Summer Ice / Pre-League

Apr 1-Aug 31 / 7:00am-1:00am

Adult	\$178.50 per hour
Minor	\$161.75 per hour
Commercial/Non-local users	\$178.50 per hour

Storage Rooms

Small	\$57.75 per month
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Large	\$109.30 per month
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Arena Dressing Room – Off Season Individual	\$56.75 use per day
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Non-Ice Rentals - Rink Pads

Adult	\$107.25 per hour
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Minor	\$60.25 per hour
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Non-local & Commercial	\$125.00 per hour
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Dirt Arena rental surcharge (Events running adjacent to annually scheduled agriculture events)

Adult	\$117.75 per day
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Minor	\$70.50 per day
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Non-local & Commercial	\$134.50 per day
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Boarded & Unboarded Field Houses

Minor

Full Field Rate (Sept 1 - Mar 31)	\$108.00 per hour
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Unboarded Use Per Court (Sept 1 - Mar 31)	\$36.00 per hour
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Boarded Field House (1/2 Field) (Sept 1 - Mar 31)	\$54.00 per hour
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Boarded Field House - Off Season / Apr 1 - Aug 31	\$76.75 per hour
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Mon-Fri 4:00pm-11:00pm, Sat & Sun 8:00am-11:00pm

Boarded Field House - School	\$89.00 per hour
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(Located in geographical boundaries of the County of Leduc excluding the Town of Beaumont and the Town of Devon

Sept-Jun 8:30am-4:00pm)

Boarded Field House (1/2 Field) - Off Season / Apr 1 - Sept 14	\$38.50
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Mon-Fri 4:00pm-11:00pm, Sat & Sun 8:00am-11:00pm

Rental Cancellation Charge (if a minimum 21 day notice not received)	Full Charge
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Adult

Full Field Rate (Sept 1 - Mar 31)	\$119.25 per hour
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Unboarded Use Per Court (Sept 1 - Mar 31)	\$39.75 per hour
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Boarded Field House (1/2 Field) (Sept 1 - Mar 31)	\$59.75 per hour
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Boarded Field House - Off Season / Apr 1 - Aug 31	\$83.00 per hour
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Mon-Fri 4:00pm-11:00pm, Sat & Sun 8:00am-11:00pm

Boarded Field House (1/2 field) - Off Season / Apr 1 - Sept 14	\$42.50 per hour
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Mon-Fri 4:00pm-11:00pm, Sat & Sun 8:00am-11:00pm

Rental Cancellation Charge (if a minimum 21 day notice not received)	Full Charge
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Room Rentals - Leduc Recreation Centre, Kinsmen & Cultural Village

Rental of Program Room, Meeting Space and Boardroom

Rate	\$41.00 per hour
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Commercial	\$68.30 per hour
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Community Kitchen

Meeting Space	\$41.00 per hour
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With Kitchen Facilities	\$68.30 per hour
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City of Leduc - 2019 Charge Schedule

Meeting Space Commercial	\$68.30 per hour
With Kitchen Facilities Commercial	\$102.45 per hour
Curling Lobby	
Rate	\$41.00 per hour
Commercial	\$68.30 per hour
Servery Use	\$273.00 per day
City Owned Parking Lots	
The City Manager has the authority to charge a reasonable fee to temporarily license portions of City owned parking lots for events to the Public.	
Event Kiosk	\$56.65 per day
Equipment/Services	
Tables - Non-Profit	\$10.00 daily, per table
Tables - Commercial	\$25.00 daily, per table
Chairs	\$1.50 per chair
Stage	\$250.00 per event
Pipe/Drape	\$25.00 per staff, per hour
Power Panel	\$125.00 per panel, per event
Staffing Cost	\$25.00 per hour, per staff member
Administration Charge	\$25.00
Batting Cage (Special request set up)	\$103.00
Turf Removal	\$1,300.00
Turf Installation	\$1,300.00
Board Removal & Install	\$50.00 per board
Beverage Cooler	\$50.00 per day
Beverage Trough	\$20.00 per day
Podium	\$50.00 per day
Portable Bar	\$20.00 per day
Room Rentals	
Lede Rooms - Civic Centre	
Lede A	
Adult	\$15.05 per hour
Minor	\$10.35 per hour
Non-local/Commercial	\$16.80 per hour
Lede B	
Adult	\$29.50 per hour
Minor	\$20.70 per hour
Non-local/Commercial	\$33.70 per hour
Lede A & B	
Adult	\$43.95 per hour
Minor	\$29.85 per hour
Non-local/Commercial	\$50.40 per hour
Atrium - Civic Centre	
Local Non-Profit	\$26.25 per hour
Local Private	\$75.55 per hour
Non-local/Commercial	\$82.75 per hour
Outdoor Amenities and Spaces	
(Parks and Open Spaces – Park hours (6:00am – 11:00pm)	
Park Sites: Stone Barn Garden, Telford West	
Hourly	\$98.50 per hour
Daily (park hours)	\$886.00 per day
Picnic Sites: Fred John (Sites A, B, C)	\$11.00 per hour
Event Support Equipment (limited supplies, assigned on a first-come/first-served basis)	
Waste Management - 1 free sorting station or garbage bin for every 50 people	-
Additional bins due to event requirements	\$10.00
Site Safety - 1 free barricade for each access point	-
Additional barricades due to event requirements	\$10.00
Picnic Tables	\$20.00 each
Miscellaneous	
BBQ Surcharge (flat rate)	\$15.00
Staffing - per hour/per staff member	\$25.00 per hour, per staff member, plus cost of materials
Diamond Outfield Fencing	\$25.00 per hour, per staff member, plus cost of materials

City of Leduc - 2019 Charge Schedule

User Group Pool Rental

(All bookings subject to contractual terms and conditions.)

LRC Main Pool Lane – Youth	\$14.10 per lane, per hour
LRC Main Pool Lane – Adult	\$16.20 per lane, per hour
LRC Main Pool (deep only) – Youth	\$5.65 per lane, per hour
LRC Main Pool (deep only) – Adult	\$6.50 per lane, per hour
LRC Main Pool (shallow only) – Youth	\$8.45 per lane, per hour
LRC Main Pool (shallow only) – Adult	\$9.70 per lane, per hour
LRC Leisure Pool Lane – Youth	\$6.30 per lane, per hour
LRC Leisure Pool Lane – Adult	\$7.30 per lane, per hour
Non-Prime Discount (effective weekdays 7:00am-9:00am & 2:30pm-4:00pm and weekends 7:00am-9:00am & 5:00pm-6:00pm)	20% discount
Rental Cancellation Charge (if a minimum 21 day notice not received)	Full Charge
Pool Deck Storage Charge – Per Month	\$15.00
Public Swimming Lessons	
Adult	\$62.30
Children	
1/2 Hour Lesson	\$51.00
3/4 Hour Lesson	\$58.00
1 Hour Lesson	\$62.30
Semi-Private 1/2 Hour	\$71.40
Semi-Private 3/4 Hour	\$81.20
1/2 Hour Private Lesson	\$31.50
School Programs Sept-June / Mon-Fri 8:30am-4:00pm	
1/2 Hour Lesson	30% off of Public Rate
3/4 Hour Lesson	30% off of Public Rate
1 Hour Lesson	30% off of Public Rate
Aquatic Fitness & Sport – ¼ hour/student/class	\$4.25 per student, per class
Aquatic Fitness & Sport – 1 hour/student/class	\$5.00 per student, per class
Swim Evaluations	\$9.75
Aquatic Programs	
Registered Aquatic Fitness Programs	minimum enrollment required/cost recovery
Specialized Aquatic Programs	minimum enrollment required/cost recovery
Advanced Leadership Programs	minimum enrollment required/cost recovery
Programs	
Preschool and Children's Programs	minimum enrollment required/cost recovery
Babysitter Safety Course	minimum enrollment required/cost recovery
Fitness Programs and Services	minimum enrollment required/cost recovery
First Aid Programs	minimum enrollment required/cost recovery
Recreation Programs	minimum enrollment required/cost recovery
Cooking Programs	minimum enrollment required/cost recovery
Child Minding	minimum enrollment required/50% cost
Outdoor Pool Admission and Passes	
(Admissions/Passes purchased for the Outdoor Pool will not allow access to the Leduc Recreation Centre)	
Single Admissions	
2 & Under	\$0.00 Free
Child 3-7	\$3.75
Youth 8-17	\$4.75
Adult 18-59	\$5.75
Senior 60-79	\$4.75
Family (2 adults and all children)	\$15.25
Seniors Plus 80+	\$0.00 Free
Flex Pass (10 Admissions)	
2 & Under	\$0.00 Free
Child 3-7	\$30.00
Youth 8-17	\$38.00
Adult 18-59	\$46.00
Senior 60-79	\$38.00
Family (2 adults and all children)	\$122.00

City of Leduc - 2019 Charge Schedule

Seniors Plus 80+	\$0.00 Free
Season Pass (purchased on or before May 31)	
2 & Under	\$0.00 Free
Child 3-7	\$58.00
Youth 8-17	\$75.50
Adult 18-59	\$89.75
Senior 60-79	\$75.50
Family (2 adults and all children)	\$240.25
Seniors Plus 80+	\$0.00 Free
Season Pass (purchased on or after June 1)	
2 & Under	\$0.00 Free
Child 3-7	\$68.00
Youth 8-17	\$89.00
Adult 18-59	\$105.50
Senior 60-79	\$89.00
Family (2 adults and all children)	\$282.50
Seniors Plus 80+	\$0.00 Free
Aquatic Group Daily Admission Rate (15 or more participants)	20% discount
User Group Outdoor Pool Rental	
All bookings subject to contractual terms and conditions	
Outdoor Main Pool Lane – Youth	\$14.10 per lane, per hour
Outdoor Main Pool Lane – Adult	\$16.20 per lane, per hour
Outdoor Pool Dive Tank – Youth	\$20.00 per dive tank, per hour
Outdoor Pool Dive Tank – Adult	\$23.00 per dive tank, per hour
Rental Cancellation Charge If a minimum 21 day notice not received	Full Charge
Outdoor Pool Public Bookings, Per Hour	
Exclusive use subject to availability, scheduling and operational needs.	
Minimum booking of 2 hours unless adjacent to another booking or scheduled activity	
1 - 30 Swimmers	\$80.00 per hour
31 - 75 Swimmers	\$110.00 per hour
76 - 150 Swimmers	\$140.00 per hour
151 - 200 Swimmers	\$170.00 per hour
201 - 240 Swimmers	\$200.00 per hour
Athletic Field User Charges	
Soccer, Track, Rugby & Football	
Minor Rate (aged 11 & under)	\$11.60 per member
Youth Rate (aged 12-17)	\$17.40 per member
Adult Rate	\$23.15 per member
Daily Field & Track Rental	\$173.70 per day
Hourly Field & Track Rental	\$34.75 per hour
Diamond Use (Organized Groups/Teams)	
Adult	\$695.00 per team, per season
Youth (aged 12-17)	\$463.00 per team, per season
Minor (aged 11 & Under)	\$347.00 per team, per season
Daily Diamond Rental	\$174.00 per day
Hourly Diamond Rental	\$34.75 per hour
Tournament Damage Deposit	\$500.00 per event
Ball Diamonds Tournament Attendant	\$25.00 per hour
Ball Diamond Tournament Service A Per diamond (drag and line every second game between 8:00am-6:00pm)	\$41.50 per day

City of Leduc - 2019 Charge Schedule

Ball Diamond Tournament Service B Per diamond (drag and line every game between 8:00am-6:00pm)	\$82.75 per day
Sports Field Scheduled Flood Lights (William F. Lede Ball Diamond Lights, John Bole)	\$39.50 per use
Beach Volleyball Court	
Adult	\$26.25 per hour
Minor	\$15.75 per hour

MEETING DATE: December 3, 2018

SUBMITTED BY: Jennifer Cannon, Director, Finance

PREPARED BY: Melinda Smith, Tax Specialist, Revenue Services

REPORT TITLE: Uncollectible Property Taxes - Linear

REPORT SUMMARY

The Government of Alberta launched the Provincial Education Requisition Credit (PERC) in response to the recent economic downturn in the oil and gas industry. These economic circumstances have resulted in some of these companies going bankrupt and not paying property taxes in the City of Leduc. This Program enables municipalities to recover the education requisition that was paid to the Province of Alberta.

RECOMMENDATION

The Property Taxes for Sino-Western Petroleum Inc. have been unpaid since 2014. Administration recommends that Council cancel the taxes levied for Roll 018509 and take advantage of the provincial program.

BACKGROUND

KEY ISSUE(S) / CONTEXT:

Linear property consists of electric power systems, street lighting systems, telecommunication systems and pipelines that do not include land or buildings. The linear property owned by Sino-Western Petroleum Inc. is an oil and gas well pipeline that runs through the City of Leduc. Assessments on linear properties are provided by the Province and taxes are levied and collected by the City of Leduc. Linear property taxes can be difficult to collect, as there is no physical land or building that can be seized and sold should the taxes remain unpaid.

Sino-Western Petroleum has unpaid property taxes from 2014 onward. Administration undertook to collect the outstanding taxes by the following:

- Registry search for the incorporated company.
- Attempts to reach the company through various methods and assistance from our Legal department, all to no avail.
- A search on The Debtor Registry for the Alberta Energy Regular (attached) lists Sino-Western Petroleum Inc. as an orphaned property with debts owed in the amount of \$58,107.37. This information has been provided to the Orphan Well Association; however, property assessments and taxes will continue to be assessed until the Provincial Chief Assessor decides to review and withdraw the linear.

At this point, Finance was directed to the Provincial Education Requisition Credit (PERC) program. PERC is a provincial program that provides municipalities with an education property tax credit equal to the uncollectable education property taxes on delinquent oil and gas properties upon approval of a qualifying application, and may be applied retroactively to the 2015 tax year. Upon successful application, a recommendation will be made to Alberta Education to process a credit on the following ASFF invoice for the City. The application is due to Municipal Affairs by January 15, 2019.

Administration is seeking Council's approval to cancel the property taxes in the amount of \$16,187.54, and apply for the Provincial Education Requisition Credit in an attempt to recover the education requisition as it is evident the Municipality has no means of collecting the outstanding taxes.

LEGISLATION AND/OR POLICY:

Administration does not have the authority to forgive property taxes. The Municipal Government Act (MGA), R.S.A. 2000, Chapter M-26, S.347(1)(b), as amended, grants Council the authority cancel or refund all or part of a tax.

IMPLICATIONS OF RECOMMENDATION

FINANCIAL:

Cancelling the taxes on the linear property will result in a loss of tax revenue in the amount of \$16,187.54. Once approved, an education property tax credit in the amount of \$3,657.21 will occur; resulting in a net loss of \$12,530.33.

Components of Property Taxes - Sino-Western Petroleum	
Leduc Senior's Foundation	\$ 22.28
City of Leduc Tax	\$ 9,948.43
Provincial School Tax	\$ 4,187.87
Requisition Allowance	\$ 16.87
Total Penalties	\$ 2,015.09
Total Taxes to Be Cancelled	\$16,187.54
Eligible PERC Refund	\$ 3,657.21

*The PERC Program refunds school taxes for eligible linear property for the 2015 tax year forward. The school taxes for 2014 (\$527.66) are ineligible for the refund.

LEGAL:

The Municipal Government Act (MGA), R.S.A. 2000, Chapter M-26, S.347(1)(b), as amended, grants Council the authority cancel or refund all or part of a tax.

ALTERNATIVES:

That Council choose not to cancel the 2014 to 2018 taxes levied on the linear property owned by Sino-Western Petroleum Inc. By doing so, the taxes will remain outstanding with no ability to collect.

Others Who Have Reviewed the Report

P. Benedetto, City Manager / B. Loewen, City Solicitor / I. Sasyniuk, General Manager, Corporate Services / J. Cannon, Director, Finance

MEETING DATE: December 3, 2018

SUBMITTED BY: Rick Sereda, Director, Public Services

PREPARED BY: Rick Sereda, Director, Public Services

REPORT TITLE: Commemorative Bench Program – Policy Update

REPORT SUMMARY

To update the existing Commemorative Bench Program Policy (Policy Number 72.60:02) to reflect current procedures and add additional park locations that are available for bench placement.

RECOMMENDATION

It is recommended that Council approves the revised Commemorative Bench Program Policy, Policy Number 31.02:05, effective as of December 4, 2018, which supersedes previous Policy Number 72.60:02 that was effective July 10, 2006.

BACKGROUND

KEY ISSUE(S) / CONTEXT:

Administration has undertaken an update to the existing Commemorative Bench Policy, Policy Number 72.60:02, to reflect current procedures and to add additional park locations that are available for bench placement.

The current policy indicates that the Culture and Community Development department manages this program with assistance from the Public Services department; however, in practice the Public Services and Engineering departments have managed this program for the past 7 years. The policy update was undertaken to appropriately reflect the current procedures, while also detailing the responsibilities of each department. In the updated policy, the Engineering department manages the administrative tasks related to this program, while the Public Services department manages site approval, placement and maintenance of the commemorative benches.

The existing policy includes Schedule 'A' as an attachment, which is the listing of approved areas where commemorative benches may be placed. Schedule 'A' currently includes 9 Community Parks and 26 Neighbourhood Parks where commemorative benches may be placed, in addition to other suitable City owned green spaces, such as along a multiway path. Schedule 'A' was also revised during these policy updates to include additional park spaces that the City has introduced since the existing policy was originally approved in July 2006. The proposed Schedule 'A' attachment now includes a total of 12 Community Parks and 41 Neighbourhood Parks that would be suitable for bench placement.

It should be noted that the current policy outlines that City Council shall approve the list of approved areas where commemorative benches may be placed (Schedule 'A') and also approve special requests for bench placement locations that are not included within Schedule 'A'. Due to the frequent addition of City parks and as a measure to improve the efficiency of this program and expedite approval of bench placement requests, it is recommended that future revisions to Schedule 'A' may be approved by the Director of Public Services. This will allow additions of City parks and other bench locations to be added to the Schedule 'A' policy attachment on an ongoing basis, as approved by the Director of Public Services. City Council will continue to approve any revisions to the Commemorative Bench Program policy.

In addition to the revisions outlined above, it is further recommended that the required space between benches is revisited. The current policy outlines that only one bench is permitted in Neighbourhood Parks and one bench for every hectare of Community Park space. The current policy also indicates that a minimum distance of 0.5 km must be maintained between benches along multiway paths or rest areas to avoid overcrowding. Administration is recommending that the minimum distance is revised to a standard of 250 metres between benches (0.25 km), which will accommodate for the future growth of the City and the Commemorative Bench Program.

IMPLICATIONS OF RECOMMENDATION

ORGANIZATIONAL:

There are no organizational implications to this policy change, as the revised policy will reflect current procedures. There are also no financial implications to these changes, as the cost of a commemorative bench will remain at \$2,500.00. Furthermore, residents will receive increased opportunity for commemorative bench placement throughout the City by revising this policy, as recommended by Administration.

IMPLEMENTATION / COMMUNICATIONS:

If the revised Commemorative Bench Policy is approved by Council, Administration will ensure that the Commemorative Bench Program brochure is updated to reflect the addition of Community and Neighbourhood Parks. The updated policy and brochure will then be posted on the Commemorative Bench Program webpage so it is readily available to the public.

ATTACHMENTS:

1. Existing Commemorative Bench Program Policy 72.60:02: Effective July 10, 2006
2. Revised Commemorative Bench Program Policy 31.02:05: Effective December 4, 2018 (proposed)

Others Who Have Reviewed the Report

P. Benedetto, City Manager / D. Melvie, General Manager, Community & Protective Services / M. Pieters, General Manager, Infrastructure & Planning



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POLICY NUMBER 72.60:02

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AUTHORITY:	CITY COUNCIL	ISSUE DATE: 10-Jul-2006
		SUPERSEDES:
		REVISION #: NEW
AREA/CHAPTER:	DEPARTMENTS – COMMUNITY SERVICES	
POLICY NAME/TITLE/SUBJECT:	COMMEMORATIVE BENCH PROGRAM	
DEPARTMENT/SECTION:	CULTURE AND COMMUNITY DEVELOPMENT	
RELEVANT LEGISLATION:		
RELEVANT BYLAW/RESOLUTION:	#243/2006	

Policy Objective :

1. To outline the procedures involved in administering the Commemorative Bench Program.

Policy :

A. Definitions

1. Commemorative Bench Program – a program administered by the Department of Community Development and Service Planning that offers individuals, groups, businesses and organizations the opportunity to donate a park bench to the City of Leduc in memory of a loved one. A plaque with wording dedicated to the person to be remembered is mounted in the backrest of the bench.

B. Program Administration

1. Application
 - a) An application to donate a commemorative bench shall be submitted to the City of Leduc Department of Community Development and Service Planning. The application shall include:
 - (1) The name and contact information of the applicant;
 - (2) The wording to be engraved on the plaque that will be placed in the backrest of the bench;
 - (3) The requested location of the bench;
 - b) Prior to ordering the commemorative bench and the plaque engraving, full payment of the commemorative bench shall be provided by the applicant.
 - c) Wording to be engraved on the plaque shall not be that which may be interpreted as an advertisement, discriminatory or connoting political affiliation.



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2. Fees

- a) To purchase a commemorative bench, the applicant shall be responsible for paying a fee as determined by the Department of Community Development and Service Planning and amended from time to time, and which shall cover the following costs:
 - (1) Purchase of the bench;
 - (2) Purchase of the plaque to be mounted in the backrest of the bench;
 - (3) Engraving of the plaque to be mounted in the backrest of the bench;
 - (4) The concrete pad required to secure the bench;
 - (5) Costs for assembling and installing the bench.
- b) Goods and Service Tax shall be collected on the commemorative bench fee and duly submitted to the appropriate government agency, as regulated.
- c) Upon receipt of all fees and taxes, the City of Leduc shall provide a letter confirming the donation, which may be used for income tax purposes.

3. Official Dedication

- a) The City will not provide, organize or arrange for any formal dedication or similar event for the donation of a commemorative bench.
- b) The applicant may hold an official dedication or similar event. The applicant shall be responsible for organizing and covering all costs associated with such an event.
- c) City Administration and elected officials shall make all reasonable attempts to be available for any such dedication or similar event for which their presence is requested.

4. Bench Ownership

- a) Upon installation, the commemorative bench shall become the responsibility and property of the City of Leduc.
 - b) The City of Leduc reserves the right to relocate commemorative benches.
 - (1) Applicants shall be notified of situations where a commemorative bench requires relocation and shall have the opportunity to choose a new site for the bench. In the case of a deceased applicant, all attempts will be made to contact the next of kin.
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POLICY NUMBER 72.60:02

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C. Approved Areas

1. Commemorative benches shall only be permitted on land owned by, and under the direction and control of, the City of Leduc.
2. The City shall maintain a listing of approved areas where commemorative benches may be located, which shall be attached hereto as Schedule "A".
3. The listing of approved areas, and any amendments thereto, shall be approved by City Council.

D. Installation Schedule

1. Due to the difficulty of installing benches during the winter months, commemorative benches will only be installed from May 1 to September 30 each calendar year. Applications for commemorative benches may be received year-round.
2. Applicants will be notified as follows:
 - a) As to the date that their commemorative bench will be installed;
 - b) Upon installation of their commemorative bench, confirmation that the bench has been installed.

E. Responsibilities

1. City Council
 - a) Shall approve the listing of approved areas where commemorative benches may be located.
 - b) Shall approve requests to locate commemorative benches in areas not included in the approved list as outlined in Schedule "A".
 2. The City of Leduc Parks, Recreation and Cultural Board
 - a) Shall evaluate requests to locate commemorative benches in areas not included on the approved list as outlined in Schedule "A", and provide its recommendation to City Council for consideration.
 - b) Shall monitor the Commemorative Bench Program and recommend amendments to this policy, when deemed necessary by the Board.
 3. The City of Leduc Department of Community Development and Service Planning
 - a) Shall receive applications for the donation of a commemorative bench.
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- b) Shall approve the wording to be engraved on the plaque that will be mounted on the backrest of the bench. Wording that could be interpreted as an advertisement, discriminatory or connoting political affiliation shall not be approved.
- c) Shall approve the location of a commemorative bench if the location is on the list of approved areas as outlined in Schedule "A".
- d) Shall forward all requests to locate commemorative benches in areas not included on the approved list as outlined in Schedule "A" to the City of Leduc Parks, Recreation and Cultural Board for evaluation and recommendation.
- e) Shall prepare reports to City Council on behalf of the City of Leduc Parks, Recreation and Cultural Board on matters related to this policy.
- f) Shall coordinate the following activities:
 - (1) Ordering and arranging for the payment of the commemorative bench;
 - (2) Engraving of the plaque to be mounted on the backrest of the bench;
 - (3) Installation of the concrete pad required to secure the bench, at the approved location;
 - (4) Mounting of the plaque on the backrest of the bench;
 - (5) Installation of the commemorative bench, at the approved location.
- g) Shall perform all related administrative duties associated with the effective administration of this policy, including corresponding with commemorative bench applicants.

4. The City of Leduc Department of Public Services

- a) In consultation with the Department of Community Development and Service Planning, shall determine the manufacturer and model number of benches to be used in the Commemorative Bench program. Type and style of benches used may be changed at any time at the discretion of the City of Leduc Department of Public Services.
- b) Shall be responsible for the on-going maintenance of commemorative benches.

AUTHORITY'S SIGNATURE:



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POLICY NUMBER 72.60:02

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Schedule "A"

Listing of Approved Areas to Locate and Install Commemorative Benches

The following areas are deemed by City Council as areas where commemorative benches may be located. Exact commemorative bench locations shall be determined in consultation with, and at the discretion of, the Parks Development and Service Planner or his/her designate.

A. Parks

1. Commemorative benches shall be permitted in all municipal parks maintained by the City of Leduc subject to the provisions outlined in this Schedule, which include the following:
 - a) Community Parks:
 - (1) Aileen Faller Community Park
 - (2) Alexandra Community Park
 - (3) Elks Community Park
 - (4) Fred Johns Community Park
 - (5) Herb Reynar Memorial Park
 - (6) Kinsmen Community Park
 - (7) Robert Dittrich Community Park
 - (8) Telford House Community Park
 - (9) William F. Lede Community Park, excluding the Cultural Village and Lions Campground areas
 - b) Neighbourhood Parks:
 - (1) Adolph Neighbourhood Park
 - (2) Arthur Moberg Neighbourhood Park
 - (3) Boychuk Neighbourhood Park
 - (4) Caledonia Park Neighbourhood Park
 - (5) Caley Neighbourhood Park
 - (6) Campbell (Bella Coola) Neighbourhood Park



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- (7) Coady Lake Neighbourhood Park
 - (8) Corinthia Park School Neighbourhood Park
 - (9) Deer Valley Neighbourhood Park
 - (10) Edward Wolfe (North Willow) Neighbourhood Park
 - (11) Evans Neighbourhood Park
 - (12) George Liggins Neighbourhood Park
 - (13) Gil's Way (West Point Lake) Neighbourhood Park
 - (14) Grassy Nook Neighbourhood Park
 - (15) Harry Bienert Neighbourhood Park
 - (16) Kinsmen Tot Lot
 - (17) Notre Dame School Neighbourhood Park
 - (18) Peace Park
 - (19) Rachel McKay Neighbourhood Park
 - (20) Railroad Neighbourhood Park
 - (21) Rainbow Neighbourhood Park
 - (22) Roberts Neighbourhood Park
 - (23) Simpson Neighbourhood Park
 - (24) Southwick (Octopus) Neighbourhood Park
 - (25) Two Rock Neighbourhood Park
 - (26) Willow Park Neighbourhood Park
2. Suitable locations for commemorative benches within the park areas shall be as follows:
- a) Surrounding or near City Facilities, excluding Cultural Village and Lions Campground facilities
 - b) Surrounding or near sport fields
 - c) Surrounding or near playgrounds
 - d) Surrounding or near Storm Water Management Facilities
 - e) In view of scenic or natural areas
 - f) As indicated in a Park (Re)development Plan, if one so exists
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- g) Replacement of existing park benches
- 3. Unless a Park (Re)development Plan indicates otherwise, the maximum number of commemorative benches permitted per park area shall be as follows:
 - a) In community parks, with the exception of Alexandra Park, one commemorative bench shall be permitted for every hectare of park space.
 - b) In Alexandra Park, commemorative benches shall only be permitted to replace existing park benches.
 - c) In neighbourhood parks, one commemorative bench shall be permitted per park.

B. Multiway

- 1. Where the Parks Development and Service Planner or his/her designate determines appropriate, commemorative benches shall be permitted within City owned and controlled berms and municipal open spaces that parallel the Multiway, subject to the following conditions:
 - a) Prior to approving a location, the following shall be considered:
 - (1) That the bench location does not impede or hamper the ability of an individual to access and use the Multiway safely.
 - (2) That the bench location does not impede or hamper sight lines on the Multiway or on adjacent roadways.
 - (3) That the bench location does not block or restrict access to a public or private amenity.
 - b) A minimum distance of 0.5 km shall be maintained between commemorative benches and other benches (standard park benches or other commemorative benches) or rest areas to avoid overcrowding.
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City of Leduc Policy

Policy Title:

Policy No: 31.02:05

COMMEMORATIVE BENCH PROGRAM

Revision No: NEW

Supersedes: 72.60:02
(July 10, 2006)

Authority (Council or City Manager): Council	
Section:	Approval Date: December 3, 2018
Responsible Department: Public Services	Effective Date: December 4, 2018
Relevant Legislation:	
Relevant Bylaw and Date(s): #	
Authority's Signature:	

Policy Objective:

1. To outline the procedures involved in administering the Commemorative Bench Program.

A. Definitions:

1. Commemorative Bench Program – a program administered by the Department of Public Services that offers individuals, groups, businesses and organizations the opportunity to donate a park bench to the City of Leduc in honour of a loved one. This program provides opportunity to enhance the City parks, multiway paths and greenspaces to create more inviting outdoor spaces for residents and visitors to enjoy. A plaque with an inscription dedicated to the person to be honoured is mounted in the backrest of the bench.

B. Policy:

1. Program Administration Application
 - a) An application to donate a commemorative bench shall be submitted to the City of Leduc Department of Engineering. Applicants are encouraged to contact the Department of Engineering to discuss their proposed bench location prior to payment and preparation of paperwork. The application shall include:
 - (1) The name and contact information of the applicant;
 - (2) The inscription to be engraved on the plaque that will be placed in the backrest of the bench;
 - (3) The requested location of the bench;
 - b) Prior to ordering the commemorative bench and the plaque

engraving, full payment of the commemorative bench shall be provided by the applicant.

- c) The inscription to be engraved on the 3" x 7 " plaque must be presented in a positive, respectful and meaningful way.
- d) The City of Leduc reserves the right to deny any memorialization, if deemed inappropriate.

2. Fees

- a) To purchase a commemorative bench, the applicant shall be responsible for paying a fee as determined by the Department of Public Services and as outlined in the Fees and Charges Bylaw, as amended from time to time, and which shall cover the following costs:
 - (1) Purchase of the bench;
 - (2) Purchase of the 3" x 7" plaque to be mounted in the backrest of the bench;
 - (3) Engraving of the plaque to be mounted in the backrest of the bench;
 - (4) The concrete pad required to secure the bench (if applicable);
 - (5) Costs for assembling and installing the bench.
- b) Upon receipt of all fees, the City of Leduc shall provide a letter confirming the donation along with a system generated official donation receipt which may be used for income tax purposes.
- c) Fee and Costs outlined in above Section 2-Fees, subsection a. 1 to 5 inclusive are Goods and Services Tax (GST) exempt.

3. Official Dedication

- a) The City will not provide, organize or arrange for any formal dedication or similar event for the donation of a commemorative bench.
- b) The applicant may hold an official dedication or similar event. The applicant shall be responsible for organizing and covering all costs associated with such an event.
- c) City Administration and elected officials shall make all reasonable attempts to be available for any such dedication or similar event for which their presence is requested.

4. Bench Ownership

- a) Upon installation, the commemorative bench shall become the responsibility and property of the City of Leduc.

- b) The City of Leduc reserves the right to relocate commemorative benches.
 - (1) Applicants shall be notified of situations where a commemorative bench requires relocation and shall have the opportunity to choose a new site for the bench from available locations. In the case of a deceased applicant, all attempts will be made to contact the next of kin.

C. Approved Areas:

1. Commemorative benches shall only be permitted on land owned by, and under the direction and control of, the City of Leduc.
2. The City shall maintain a listing of approved areas where commemorative benches may be located, which shall be attached hereto as Schedule "A".
3. The listing of approved areas, and any amendments thereto, shall be approved by the Director of Public Services.
4. A minimum distance of 250 meters shall be maintained between commemorative benches and other benches (standard park benches or other commemorative benches) or rest areas to avoid overcrowding. A park bench that is not spaced appropriately must be approved by the Director of Public Services.

D. Installation Schedule:

1. Due to the difficulty of installing benches during the winter months, commemorative benches will only be installed from May 1 to September 30 each calendar year. Applications for commemorative benches may be received year-round.
2. Applicants will be notified as follows:
 - a) As to the date that their commemorative bench will be installed;
 - b) Upon installation of their commemorative bench, confirmation that the bench has been installed.

E. Responsibilities:

1. The City of Leduc Department of Public Services
 - a) Shall approve the listing of approved areas where commemorative benches may be located, attached as Schedule "A".
 - b) Shall approve requests to locate commemorative benches in areas not included in the approved list as outlined in Schedule "A".
 - c) Shall monitor the Commemorative Bench Program and recommend amendments to this policy, when deemed necessary. City Council

will review and approve any revisions to this policy.

- d) Shall determine the manufacturer and model number of benches to be used in the Commemorative Bench program. Type and style of benches used may be changed at any time at the discretion of the City of Leduc Department of Public Services.
- e) Shall coordinate the following activities:
 - (1) Ordering and arranging for the payment of the commemorative bench with the supplier;
 - (2) Engraving of the plaque to be mounted on the backrest of the bench;
 - (3) Installation of the concrete pad required to secure the bench (if applicable) at the approved location;
 - (4) Mounting of the plaque on the backrest of the bench;
 - (5) Installation of the commemorative bench, at the approved location.
 - (6) Shall be responsible for the ongoing maintenance of commemorative benches.

2. The City of Leduc Department of Engineering

- a) Shall receive applications and payments for the donation of a commemorative bench.
- b) Shall approve the inscription to be engraved on the plaque that will be mounted on the backrest of the bench. The inscription to be engraved on the 3" x 7 " plaque must be presented in a positive, respectful and meaningful way. Approval of the plaque proof must be signed by the applicant prior to the order being placed with the supplier.
- c) Shall forward all requests to locate commemorative benches to the City of Leduc Department of Public Services for evaluation, recommendation and approval.
- d) Shall perform all related administrative duties associated with the effective administration of this policy, including corresponding with commemorative bench applicants.
- e) Shall forward completed applications and payments to the City of Leduc Finance Department for payment processing.

3. The City of Leduc Department of Finance

- a) Shall process the applicable payments and create a letter confirming the donation along with enclosing a system generated official donation receipt. Once created, the letter confirming the donation along with the enclosed system generated official donation receipt shall be forwarded to the City of Leduc Department of Engineering.

Schedule "A"

List of Approved Areas to Locate and Install Commemorative Benches

The following areas are approved locations where commemorative benches may be located. Exact commemorative bench locations shall be determined in consultation with, and at the discretion of, the Department of Public Services.

A. Parks

1. Commemorative benches shall be permitted in all municipal parks maintained by the City of Leduc subject to the provisions outlined in this Schedule, which include the following:

- a) Community Parks:

- (1) Aileen Faller Community Park
- (2) Alexandra Community Park
- (3) Barclay Community Park
- (4) City of Leduc Cemeteries
- (5) Elks Community Park
- (6) Fred Johns Community Park
- (7) Herb Reynar Memorial Park
- (8) Kinsmen Community Park
- (9) Leduc Lions Park
- (10) Robert Dittrich Community Park
- (11) Telford House Community Park
- (12) William F. Lede Community Park, excluding the Cultural Village and Lions Campground areas

- b) Neighbourhood Parks:

- (1) Adolph Neighbourhood Park
- (2) Alan Griffiths Park
- (3) Arthur Moberg Neighbourhood Park
- (4) Audrey Griffiths Park
- (5) Boychuk Neighbourhood Park
- (6) Caledonia Park Neighbourhood Park
- (7) Caley Neighbourhood Park
- (8) Campbell (Bella Coola) Neighbourhood Park

- (9) Coady Lake Neighbourhood Park
- (10) Constable Jose Agostinho Neighbourhood Park
- (11) Corinthia Park School Neighbourhood Park
- (12) Deer Valley Neighbourhood Park
- (13) Doris Smith Neighbourhood Park
- (14) Edward Wolfe (North Willow) Neighbourhood Park
- (15) Evans Neighbourhood Park
- (16) George Liggins Neighbourhood Park
- (17) Gil's Way (West Point Lake) Neighbourhood Park
- (18) Grassy Nook Neighbourhood Park
- (19) Harry Bienert Neighbourhood Park
- (20) John Moran Park
- (21) J.T. (Terry) Atkinson Park
- (22) Knie Neighbourhood Park
- (23) Lillian Camp Park
- (24) Mark Hayduk Park
- (25) Mary Marsh Park
- (26) McCardy Park
- (27) McKinley Park
- (28) Notre Dame School Neighbourhood Park
- (29) North Telford Playground
- (30) Outlook Park
- (31) Peace Park
- (32) Rachel McKay Neighbourhood Park
- (33) Railroad Neighbourhood Park
- (34) Rainbow Neighbourhood Park
- (35) Roberts Neighbourhood Park
- (36) Ruddy Park
- (37) Simpson Neighbourhood Park
- (38) Southwick (Octopus) Neighbourhood Park
- (39) Two Rock Neighbourhood Park
- (40) William Glanville Park
- (41) Willow Park Neighbourhood Park

2. Suitable locations for commemorative benches within the park areas shall be as follows:
 - a) Surrounding or near City Facilities, excluding Cultural Village and Lions Campground facilities
 - b) Surrounding or near sport fields
 - c) Surrounding or near playgrounds
 - d) Surrounding or near Storm Water Management Facilities
 - e) In view of scenic or natural areas
 - f) As indicated in a Park (Re)development Plan, if one so exists
 - g) Replacement of existing park benches

B. Multiway

1. Where the Department of Public Services Director or his/her designate determines appropriate, commemorative benches shall be permitted within City owned municipal open spaces that parallel the Multiway, subject to the following conditions:
 - a) Prior to approving a location, the following shall be considered:
 - (1) That the bench location does not impede or hamper the ability of an individual to access and use the Multiway safely.
 - (2) That the bench location does not impede or hamper sight lines on the Multiway or on adjacent roadways.
 - (3) That the bench location does not block or restrict access to a public or private amenity.
 - (4) That the bench location does not impede operations and maintenance by the City of Leduc.

MEETING DATE: December 3rd, 2018

SUBMITTED BY: Ken Woitt, Director, Planning & Development

PREPARED BY: Sylvain Losier, Manager, Current Planning & Development

REPORT TITLE: Policy 61.00:15 Development Inspection Fees

REPORT SUMMARY

Under the new Municipal Government Act, municipalities are required to publish on their website policies associated with planning decisions. This report provides the context for the Development Inspection Fees Policy and contains a recommendation to rescind said policy.

RECOMMENDATION

That Council update Policy 61.00:15, Development Inspection Fees by replacing the current policy with the version presented in this report as Attachment 2

BACKGROUND

KEY ISSUE(S) / CONTEXT:

During 2018, Administration has gone over the policies to identify which ones can be posted, need to be amended, or should be rescinded. Also, Administration has identified for each policy the proper authority as certain policies were adopted by Council, while others by Administration.

The policy subject to this report, Policy 61.00:15, Development Inspection Fees, was approved by Council in May of 1995, and its purpose was to set the fee and dictate when it would be applicable. Since its approval, the Precedent Agreement, the fees, as well as the process surrounding the preparation of development agreements, have significantly changed, but the policy has not been updated. Therefore, the policy as it currently stands is obsolete and needs to be updated as per the current practice.

The policy in its current form contains 2 sections. The first section sets the fees at \$3,000 for each development agreement and the second section indicates when it is applicable. Administration believes that there should be an additional section that stipulates that only Council can amend Policy 61.00:15 or the Precedent Agreement. The Precedent Agreement is the legal framework supporting all Development Agreements between the City of Leduc and an applicant wishing to do a development. Attachment 2 contains the proposed updated Policy 61.00:15.

LEGISLATION AND/OR POLICY:

Under the new Municipal Government Act (MGA), section 638.2, every municipality must compile and keep updated a list of any policies that may be considered in making a decision under this part of the Act, being Part 17 Planning and Development. These policies need to be on the City of Leduc's website no later than January 1st 2019.

PAST COUNCIL CONSIDERATION:

The original policy was issued on May 23, 1995 and the relevant Council resolution was resolution #162-95.

162/95 **Moved** by Alderman Rogers that Council approve the Planning and Engineering Services policy No.61.00:15 for Development Inspection Fees. Carried Unanimously.

In regards to the Precedent Agreement, a report was presented by Administration to Council at its Monday, April 26, 2010 meeting. The purpose of the report was to revise the Standard Development Agreement.

104/2010 **Moved** by Alderman Mishio that Council approve the revised Standard Development Agreement as presented by Administration.

Since 2010, there has not been any modification to the Agreement. Administration will be coming to Council in 2019 with a report proposing update to this strategic document.

As for the policy, this is the first time that Administration is bringing a report to Council for an update. Administration believes that in order to be more transparent and efficient, the policy and the document needs to be linked.

CITY OF LEDUC PLANS:

N/A

IMPLICATIONS OF RECOMMENDATION

GENERAL:

The recommendation will ensure a simple and efficient process reflecting the current practice.

ORGANIZATIONAL:

No organizational implications.

POLICY:

Policy 61.00: 15 would be updated should Council agree with the recommendation.

LEGAL:

If Council approves the recommendation, the new policy which reflects current practice will be published.

IMPLEMENTATION / COMMUNICATIONS:

There are no implication for communication associated with the recommendation. As per the MGA, policies need to be made available on the City's website.

ALTERNATIVES:

That Council rescind the policy as the current fees and applicability are information already contained in the Precedent Agreement.

ATTACHMENTS:

Attachment 1: Current Policy 61.00:15

Attachment 2: Proposed updated Policy 61.00:15

Others Who Have Reviewed the Report

P. Benedetto, City Manager / B. Loewen, City Solicitor / K. Woitt, Acting General Manager, Infrastructure & Planning



CITY OF LEDUC POLICY

PAGE: 1 OF 1
POLICY NUMBER: 61.00:15

AUTHORITY:	CITY COUNCIL	ISSUE DATE: 05/23/95
		SUPERSEDES: NEW
AREA/CHAPTER	DEPARTMENT OPERATIONS	
POLICY NAME/TITLE/SUBJECT:	DEVELOPMENT INSPECTION FEES	
DEPARTMENT/SECTION	PLANNING AND DEVELOPMENT	
RELEVANT LEGISLATIVE:		
RELEVANT BYLAW/RESOLUTION:	RESOLUTION #162-95	

Policy Objective :

To establish a fee for the inspection of local improvements and landscaping during development.

Policy :

The Developer will be charged \$3,000.00 to cover the costs of City inspections on water, sewer, storm sewer, roads, sidewalks, grading, landscaping and fencing during the construction of the development. The fee will be payable prior to the City's endorsement of the Development Agreement.

The Development Inspection Fee will be applicable for those developments of more than 20 units. The Development Inspection Fee will be levied on subdivisions, bareland condominiums and condominiums, however, it will only be levied if the development requires a development agreement. If the Development Agreement covers several phases of development, an inspection fee for each phase of development, irrespective of the number of units, will be applied.

``Original Signed by M. Fitzpatrick``

AUTHORITY'S SIGNATURE:

01



City of Leduc Policy

**Policy Title: Development Agreement
Inspection Fees**

Policy No: 61.00:15

Revision No: 1

**Supersedes: 61.00:15
(May 23, 1995)**

Authority: Council	
Section:	Approval Date: December 3rd, 2018
Responsible Department: Planning & Development	Effective Date: December 3rd, 2018
Relevant Legislation:	
Relevant Bylaw and Date(s):	
Authority's Signature:	

Policy Objective:

To establish a fee for the inspection of local improvements constructed and landscaping installed during development.

Definitions:

Developer means a person or an authorized and delegated representative that submits an application:

1. to enter into a Development Agreement with the City of Leduc; or
2. for a Development Permit.

Precedent Agreement means the document contained in Appendix A.

Policy:

The Developer will be charged \$5,000.00 to cover the costs of City inspections on water, sewer, storm sewer, roads, sidewalks, grading, landscaping and fencing during the construction of the development in accordance with the Development Agreement. The development inspection fee will be payable prior to the City's execution of the Development Agreement.

The development inspection fee will only be levied if the development requires a Development Agreement. At the sole discretion of the City of Leduc, a Development Agreement may be required when a developer is proposing:

1. a new stage of development;
2. new Municipal Improvements as defined in the Development Agreement within or adjacent to the development area;
3. to alter and/or upgrade existing Municipal Improvements;
4. a development that will trigger the City to require securities for the proposed development;

Process:

- a) Only Council can amend this policy or the Precedent Agreement.

BETWEEN:

THE CITY OF LEDUC

OF THE FIRST PART

- and -

OF THE SECOND PART

MEMORANDUM OF AGREEMENT

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MEMORANDUM OF AGREEMENT made effective this _____ day of _____, 20____.

BETWEEN:

THE CITY OF LEDUC
A municipal corporation incorporated
pursuant to the laws of the Province of Alberta
(hereinafter called the "City")

OF THE FIRST PART

- and -

A body corporate duly authorized to
carry on business in the Province of Alberta
(hereinafter called the "Developer")

OF THE SECOND PART

WHEREAS the Developer is, or is entitled to become, the Registered Owner of part or all of those lands situated in the City as described in Schedule "A" (the "Lands") attached to this Agreement;

AND WHEREAS the Developer proposes to subdivide or develop all or a portion of the Lands (hereinafter referred to as the "Development Area") attached as Schedule "B" to this Agreement;

AND WHEREAS the Developer has applied for and received conditional approval of a subdivision application in the case of subdivision of the Lands and a development permit with conditions in the case of development of the Lands, which approval or permit, as the case may be, is attached hereto as Schedule "C" to this Agreement;

AND WHEREAS the City and the Developer are agreeable to the Developer completing or contributing to the Municipal Improvements required throughout and adjacent to the Development Area, in accordance with the provisions of this Agreement, with the Developer, solely, bearing the costs of the Municipal Improvements;

AND WHEREAS the City and the Developer have agreed to enter into this Agreement to ensure adequate and timely provision of required services within and adjacent to the Development Area;

AND WHEREAS upon satisfactory completion of the construction and installation of the Municipal Improvements and the final acceptance of them by the City, the Municipal Improvements which are on or under Public Property shall become the property of the City;

AND WHEREAS the City and the Developer have agreed that the said construction and installation of the Municipal Improvements and all matters and things incidental thereto and all matters or things relating to the development of the Development Area, shall be subject to the terms, conditions and covenants hereinafter set forth;

NOW THEREFORE in consideration of the premises and of the mutual terms, conditions and covenants to be observed and performed by each of the parties hereto and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the Developer agree as follows:

ARTICLE 1 DEFINITIONS

In this Agreement the following terms shall have the meanings assigned:

1.1 **“As-Built Drawings”** means those drawings or records showing the actual location, length, size, capacity, material, gradient and year of construction of the Municipal Improvements and Franchise Utilities constructed within the Development Area;

1.2 **“City”** means the City of Leduc, and the City shall be represented by the City's Chief Administrative Officer or as otherwise designated by the City.

1.3 **“Commencement of Construction”** or **“Commence Construction”** shall mean the date upon which the Developer commences the actual grading of the Development Area for purposes of servicing the Development Area, or such other date as may be agreed upon in writing by the City and the Developer; provided, that commencement of grading shall not include the placement of machinery or equipment within the Development Area nor any work preparatory to grading such as the removal of any buildings, materials or things whatsoever within or under the Development Area.

1.4 **“Common Fencing”** means fencing of a form and design approved by the City which is common to the Development Area and is to be constructed on the locations set out in Schedule “F” - Attachment “A”;

1.5 **“Construction Completion Certificate”** means a Certificate issued by the City, as contemplated in Article 9, certifying the completion of the Municipal Improvements, or portion thereof, once the Municipal Improvements have been constructed and installed by the Developer to the satisfaction of the City in accordance with this Agreement;

1.6 **“Construction Debris”** means any building materials, mud, concrete spillage, dust, dirt, garbage or any other materials that are unsightly or cause an annoyance to property owners within or adjacent to the Development Area;

1.7 **“Council”** means the duly elected Council of the City;

1.8 **“Design Standards”** shall mean the procedures, standards and specifications which are specified and set forth in the City's Minimum Engineering Standards and the City's Minimum Landscaping Design Standards which are established and revised from time to time by the City's engineer, or as revised by the City's Council from time to time, namely that version in place at the time of Commencement of Construction for the Development Area, and attached as Schedule “E” to this Agreement, provided that the City and the Developer may, by written agreement only, vary or change any of the procedures, standards or specifications set forth in the Design Standards;

1.9 **“Developer’s Consultants”** means the accredited consulting professionals retained by the Developer and shall include, but not be limited, to professional engineers, architects, landscape architects, land use planners and land surveyors.

1.10 **“Development Area”** shall mean that portion of the lands legally described in Schedule "A" and which are outlined in heavy black or bold, or otherwise delineated, on the map attached hereto as Schedule "B" to this Agreement.

1.11 **“Essential Services”** means:

(a) those Municipal Improvements described in clauses (a), (b), (c), (d), (e), (g) and (j) of Schedule “D”; and

(b) Franchise Utilities;

1.12 **“Final Acceptance Certificate”** means a written acceptance, as contemplated in Article 9, issued by the City for the Municipal Improvements or a portion thereof, upon the completion of any repairs for defects or deficiencies and the expiration of the Maintenance Period;

1.13 **“Franchise Utilities”** means natural gas, electrical power, telephone, cable television and any other communication services authorized to occupy the City’s easements or rights-of-way;

1.14 **“Lands”** means those lands legally described in Schedule “A” to this Agreement;

1.15 **“Landscaping”** includes the modification or enhancement of a site by the preservation of natural features and the enhancement of public property within the Development Area, including, but not limited to: grading, turf, trees, shrubs, fencing, walkways, multiways, storm water management facilities, driveways and other site features as designed by a registered Landscape Architect, and as approved by the City in the Plans;

1.16 **“Lot Grading Certificate”** means the written confirmation issued by the City stating that the finished grade of a developed lot conforms with site drainage plans approved by the City;

1.17 **“Maintenance Period”** with respect to the Municipal Improvements is subject to Articles 9, 10, 20 and 21 of this Agreement, means a period of two (2) years for all Municipal Improvements including Landscaping;

1.18 **“Municipal Improvements”** means and includes, within and adjacent to the Development Area, those services and facilities identified in Schedule “D” to this Agreement;

1.19 **“Oversizing Costs”** means the incremental cost of construction incurred by the Developer that is directly attributable to increasing the capacity of a Municipal Improvement to benefit the future development of lands outside the Development Area together with a fifteen (15%) percent engineering costs;

1.20 **“Parties”** shall mean the City and the Developer, as described above;

1.21 **“Plan of Subdivision”** or **“Plans of Subdivision”** means the subdivision or subdivisions which subdivide the Development Area into separate lots for further development;

1.22 **“Plans”** means drawings and specifications prepared by the Developer’s Consultant or on behalf of the Developer covering the design, construction location and installation of all Municipal Improvements, Franchise Utilities and Landscaping and shall include a construction management plan which shall delineate to the City’s satisfaction, the procedures and actions for the overall implementation and coordination of activities for the construction and installation of Municipal Improvements;

1.23 **“Prime Rate”** means the prime lending rate established from time to time by the financial institution with whom the City conducts its banking business;

1.24 **“Public Property”** means all properties, easements and rights-of-way within and adjacent to the Development Area which are or are to be owned or administered by the City following the registration of a Plan of Subdivision for the Development Area;

1.25 **“Show Home”** means an uninhabited residential dwelling unit constructed for the purposes of displaying the housing product to be offered for sale within the Development Area.

ARTICLE 2 PLAN OF SUBDIVISION

2.1. The City agrees that, subject to the other requirements of this Agreement, the Developer may proceed with the development of the Development Area prior to registering a Plan of Subdivision for the Development Area.

2.2. Except where a Plan of Subdivision is not contemplated as part of the development of the Development Area:

- (a) if the Developer has not obtained subdivision approval for the Development Area by the time of the execution of this Agreement, the Developer shall at its sole cost and expense cause a Plan of Subdivision for the Development Area to be prepared and approved by all necessary approving authorities and in accordance with the law in that respect, and provided that it is a strict requirement of this Agreement, that any Plan of Subdivision must first have received approval in writing of the City;
- (b) the Developer covenants and agrees that it shall register in the Land Titles Office for the North Alberta Land Registration District a Plan of Subdivision for the Development Area within TWELVE (12) months of the date of this Agreement (unless otherwise agreed to in writing);
- (c) if the Developer does not register a Plan of Subdivision within the time prescribed in Paragraph (b), the City shall be entitled to terminate this Agreement;
- (d) the termination of this Agreement in whole or in part as provided in Paragraph (c) shall be effective upon the City serving written notice of termination on the Developer; and

- (e) if the City terminates this Agreement in whole or in part pursuant to the provisions of this section, it is understood and agreed that any financial obligations of the Developer to the City shall survive and the City shall be entitled to enforce such financial obligations as if this Agreement remained in full force and effect.

2.3. The Developer covenants and agrees that it shall comply fully with all conditions of any subdivision approval which may be imposed by the City's Subdivision Authority or the City's Subdivision and Development Appeal Board if the decision of the Subdivision Authority is appealed.

2.4. No Plan of Subdivision shall either be endorsed by the City or permitted to be registered, nor shall the Developer commence any work within or adjacent to the Development Area, unless and until the City in its discretion has:

- a) rezoned the Development Area to a district that the City deems appropriate;
- b) passed amendments to the City's Land Use Bylaw relating to the regulations applicable to the development within the Development Area that the City deems appropriate;
- c) passed any new statutory plans or amendments to any existing statutory plans that the City deems appropriate;
- d) has received all necessary approvals from all other orders of government respecting the proposed subdivision or development, Municipal Improvements, or the Plans;
- e) approved of all Plans respecting the construction and installation of all Municipal Improvements and Franchise Utilities;
- f) received the Neighborhood Design Brief;
- g) received confirmation of, or otherwise confirmed, the satisfaction of all conditions contained within the applicable subdivision approval or development permit;
- h) confirmed that registered ownership of the lands comprising the Development Area is satisfactory to the City, including, without restriction, confirmation that the registered owner is the Developer; and
- i) received all items required to be delivered to the City pursuant to the terms of this Agreement including, without restriction, those items outlined within the subdivision and development process and checklist contained within Schedule "L" attached to this Agreement.

2.5. In the event that the Plan of Subdivision for the Development Area has been registered by the Developer, and the Developer fails to proceed with the construction and installation of the Municipal Improvements for the Development Area within the time limits herein specified, the Developer shall, upon receiving written notice from the City to do so, immediately proceed to take all steps necessary to cancel the registration of the Plan of Subdivision and further, the Developer, in all events, shall have obtained the cancellation of the registration of the Plan of Subdivision within THREE (3) months of the City providing written notice to the Developer as herein provided.

2.6. The Developer covenants and agrees that in the event that the Plan of Subdivision for the Development Area is not registered within the time limits prescribed herein, or in the event that the Plan of Subdivision for the Development Area is cancelled as contemplated in this Article, or in the event that the Developer does not Commence Construction within the Development Area within the time limits prescribed herein, then the City shall be at liberty, in the City's sole discretion, to re-district the lands within the Development Area back to the land use district in place prior to the Development Area being districted for development purposes.

2.7. Notwithstanding anything to the contrary contained in this Agreement, the Developer hereby irrevocably appoints the City as its attorney in fact and law for the purposes of making all necessary or desirable (in the City's discretion or opinion) applications, executing all necessary or desirable documents, and taking all further necessary or desirable steps or actions in order to obtain the cancellation of the registration of the Plan of Subdivision in accordance with the preceding Article of this Agreement.

2.8. The power of attorney conferred upon the City by the Developer in Paragraph 2.7 may be exercised by the City:

- a) in the event that the Developer has not applied for the cancellation of the registration of the Plan of Subdivision within one (1) month of the City providing written notice to the Developer pursuant to Paragraph 2.5 or;
- b) in the event that the Developer has not obtained the cancellation of the registration of the Plan of Subdivision within three (3) months of the City providing written notice to the Developer pursuant to Paragraph 2.5.

2.9. The City in its discretion may extend the time limits specified in Paragraph 2.8, but the City and the Developer agree that no act or omission on the part of the City, intentional or unintentional, shall constitute a waiver of the City's right to exercise the power of attorney conferred upon the City by the Developer pursuant to Paragraphs 2.7 and 2.8 of this Agreement.

ARTICLE 3 PLANS

3.1. The Developer shall submit Plans to the City for approval, including the Neighborhood Design Brief, not less than 45 days prior to commencing construction and installation of the Municipal Improvements, Franchise Utilities and Landscaping. The Plans shall give all necessary details of the Municipal Improvements and Franchise Utilities to be constructed by the Developer, including any necessary specifications to be attached thereto.

3.2. Unless otherwise authorized by the City in writing, the Developer shall not commence any construction within the Development Area until the City has approved the Plans and all necessary Federal, Provincial or Municipal approvals are in place.

3.3. The City agrees that it shall not unduly delay in granting its approval, or in rejecting, Plans which have been submitted by the Developer to the City.

3.4. The Plans for the construction and installation of the Municipal Improvements for the Development Area shall be designed by the Developer's Consultants, and shall conform strictly to the Design Standards.

3.5. In regards to Landscaping, the Developer covenants and agrees that the Plans for Landscaping for Public Properties shall comply with the Design Standards and shall include all Landscaping required by the City including, but not limited to the generality of the foregoing, Landscaping of all roadways, utility rights-of-ways and public walkways, construction of berms, construction of uniform fencing, installation of recreational equipment and facilities and Landscaping of other Public Properties. The Developer agrees that it shall submit the Plans for Landscaping on Public Properties, to be completed by a qualified landscape architect, for the City's approval in conjunction with the balance of the Plans referred to in section 3.1 above.

3.6. If the City does not approve whatever Plans submitted to the City by the Developer, the Developer shall be entitled to refer any matter in dispute to arbitration accordance with the provisions of Article 22.

3.7. The Developer covenants and agrees that the Plans shall include a construction timetable for the construction and installation of all the Municipal Improvements, Franchise Utilities and Landscaping within and adjacent to the Development Area and the Developer shall, upon approval of the Plans by the City, comply with all time limits and complete all the Developer's work within the dates specified in the construction timetable. The Developer may amend the timetable from time to time with the approval of the City, such approval not to be unreasonably withheld.

3.8. Subject to the terms of this Agreement, it is understood and agreed between the City and the Developer that the Developer shall be entitled to construct the Municipal Improvements, Franchise Utilities and Landscaping in accordance with the Plans, once such Plans have been approved by the City.

3.9. It is understood and agreed that the City's approval of the Plans for the Municipal Improvements, Franchise Utilities and Landscaping shall be in principle only and, in the case of unforeseen conditions which may adversely affect development, or in the case where a Municipal Improvement, Franchise Utility or Landscaping to be built in accordance with the Plans would not be suitable for the purposes intended, the detailed design specifications for any of the Municipal Improvements, Franchise Utilities and Landscaping shall be subject to review and revision, from time to time, by the City in accordance with the Design Standards and in accordance with generally accepted engineering and construction practices.

3.10. The Developer agrees that in the event that any Plans are approved for the Development Agreement and the Design Standards are amended by the City one year prior to the commencement of construction of the Municipal Improvements, Franchise Utilities and Landscaping, then the Developer shall be required, prior to commencing construction, to amend the Plans to the satisfaction of the City so that the Plans conform with the new Design Standards.

3.11. The Developer acknowledges and agrees that the City's approval of the Plans is in no way intended to be a warranty, representation or guarantee by the City or its engineer respecting the content of the Plans, including without restricting the generality of the foregoing:

- a) Whether the plans are suitable for the intended purpose;
- b) Whether the Plans comply with any required federal, provincial or municipal legislation or regulation;

- c) Whether the Plans comply with the Design Standards; and
- d) Whether the Plans are in accordance with Standard acceptable engineering practices.

ARTICLE 4 LOT GRADING AND SITE DRAINAGE CONSTRUCTION STANDARDS

4.1 The Developer covenants that the preparation of the drainage Plans, the construction and installation of all storm water management systems both within private lands and Public Property, all testing associated with storm water management systems (including testing for the height of water tables, soil alkalinity and soil compaction), all necessary approvals from Alberta Environment and other affected approving authorities, and the maintenance of all storm water management systems during the Maintenance Period shall be undertaken and conducted in accordance with accepted engineering and construction practices and in accordance with the Design Standards.

4.2 The Developer shall prepare a surface drainage Plan for the entire Development Area, to be approved by the City, which shall include grades and drainage patterns for the entire Development Area. The Developer shall obtain and provide to the City all necessary approvals, permits and licenses from Alberta Environment prior to proceeding with any construction within or adjacent to the Development Area.

4.3 The Developer covenants that all proposed purchasers and optionees of any of the lots within the Development Area shall be fully advised of the requirements of the City relating to the management and disposal of storm water within lots in the Development Area, as outlined below.

4.4 It is agreed between the City and the Developer that all of the storm water management standards and requirements of the City pursuant to this Agreement shall be and hereby constitute covenants running with the lands and are binding upon the Developer and any subsequent owners of any lots within the Development Area.

4.5 The Developer further covenants and agrees to ensure that all lots that have fill areas in excess of ONE (1) meter shall be compacted, and the Developer shall ensure that the City shall be provided with certified test results to ensure compliance with this Article and further, will provide to the City a plan of all such lots that have fill areas in excess of the said ONE (1) meter.

4.6 The Developer covenants and agrees that prior to the issuance of any Construction Completion Certificate for any of the Municipal Improvements and Franchise Utilities to be constructed and installed within the Development Area, that the Developer shall undertake and complete to the satisfaction of the City such grading work as may be necessary to ensure that all lots within the Development Area have positive drainage and that there will not be any excessive ponding of water within any of the lots within the Development Area.

4.7 It is further agreed and hereby declared by the Parties that all herein specified standards, requirements and any unfulfilled obligations due and owing to the City by the Developer constitute covenants running with the land and binding upon any subsequent owners or leaseholders of all or any portion of the Development Area.

4.8 The Developer shall provide a copy of the approved surface drainage plan for each lot to its proposed purchaser or others acquiring an ownership interest in that lot within the Development Area. The Developer further agrees to require, as a condition of the purchase of any lot within the Development Area, that the purchaser provide in trust to the Developer a refundable lot grading deposit of not less than \$1,000.00. The Developer agrees that the lot grading deposit shall not be refunded to a purchaser until the Developer has received a copy of a Lot Grading Certificate for the applicable lot.

4.9 The Developer covenants and agrees that any sale or transfer agreement for any or all lots within the Development Area entered into by the Developer shall include the following provisions related to the drainage standards:

- (a) The finished elevations at all corners of the lot and the ground next to the building shall conform to an approved Surface Drainage Plan. Any changes must be approved, in writing, by the City;
- (b) Home builders will be required to supply a Lot Grading Certificate prepared by an Alberta Land Surveyor, showing compliance with finished grade requirements, prior to occupancy;
- (c) Positive drainage must be established away from the building to the gutter or drainage channels as designed;
- (d) Weeping tiles and other foundation drains shall meet Alberta Building Code requirements. Disposal of weeping tile and other foundation drainage shall be subject to City approval. Disposal into the sanitary sewerage system is prohibited. In all cases, this will require the provision of a sump pump discharging into a storm sewer system designed to accommodate the anticipated weeping tile flow, or, where storm system connections are not available, into swales alongside and between lots, ultimately discharging into the gutter;
- (e) Native material may be used for backfill of trench and building excavations respecting the Municipal Improvements. In accordance with good construction practice, all trench and foundation backfill must be adequately consolidated at the time of construction by moisture conditionings and/or mechanical compaction to ensure that when subsequent natural settlement is complete, that final grades will be acceptable with no adverse impact to adjacent structures. The City will inspect backfill prior to issuance of a Construction Completion Certificate or the Certificate may be issued after provision of appropriate security if weather conditions preclude adequate consolidation and inspection prior to occupancy;
- (f) Site improvements shall not alter or disrupt the drainage pattern as established in the Surface Drainage Plan;
- (g) Landscaping and structures such as solid fences, retaining walls and permanent or temporary buildings which may disrupt surface drainage shall not be permitted.

The standards specified herein will apply to construction within the building sites and are to supplement the Alberta Building Code and the City's Land Use Bylaw, and applicable policies.

ARTICLE 5 CONSTRUCTION AND INSTALLATION OF MUNICIPAL IMPROVEMENTS

5.1. Except as otherwise specified in the construction timetable approved under Paragraph 3.6, the Developer shall, at the Developer's own cost and expense:

- (a) Commence Construction and installation of the Municipal Improvements, including Landscaping, within TWELVE (12) months of endorsement of this Development Agreement;
- (b) complete the construction and installation of the Municipal Improvements, including Landscaping except for boulevards on separate sidewalks, within TWENTY FOUR (24) months of endorsement of this Development Agreement;
- (c) complete the construction and installation of Landscaping for boulevards on separate sidewalks within THIRTY-SIX (36) months of endorsement of the Development Agreement.

5.2. The Developer warrants to the City that all of the Municipal Improvements within the Development Area shall be constructed and installed at the Developer's own cost and expense, and in a good and workmanlike manner, in strict conformance with the approved Plans and generally accepted engineering and construction practices, in accordance with the terms of this Agreement, in accordance with the Design Standards and in accordance with the requirements of law applicable to the work.

5.3. The Developer covenants and agrees that it shall within Thirty (30) days of being directed by the City to do so, and in any event, prior to the public having access within the Development Area, complete the installation of all traffic control signs, street identification signs, development identification signs, directional signs, and any temporary signage.

5.4. If there has been no Commencement of Construction of the Municipal Improvements by the Developer within the time limits specified in Paragraph 5.1 then the City shall be entitled at its sole option to terminate this Agreement, and further, the Developer agrees:

- a) that the termination of this Agreement in whole or in part shall be effective upon the City serving written notice of termination on the Developer;
- b) that in the event that this Agreement is terminated in whole or in part, then the Developer shall not be entitled to Commence Construction of the Municipal Improvements for the Development Area unless and until a further written agreement is entered into between the Developer and the City; and
- c) that such termination shall be without prejudice to any and all other obligations then due, outstanding and owed by the Developer to the City in relation to the Lands or their development (including, without restriction, the security provisions contained within this Agreement), which shall remain in full force and effect until satisfied in full.

5.5. In the event that it is necessary or reasonable, in the opinion of the City, to construct or install any temporary or emergency access during the construction and installation of the Municipal Improvements, the Developer shall construct and install any such temporary or

emergency access in accordance to specifications, and in such locations, as determined by the City, acting reasonably, and the Developer shall grant to the City an easement, in a form acceptable to the City, across the required land for the period for which the access is required. Any such access shall be constructed to an all weather standard.

5.6. At all times during the construction and installation of the Municipal Improvements and during all work by the Developer or its agents related thereto, the City shall have free and immediate access to all records of, or available to, the Developer and the Developer's Consultant relating to the performance of the work, including, but without limiting the generality of the foregoing, all design, inspection, material testing and As-Built records.

5.7. The City may at any time during the construction and installation of the Municipal Improvements and during performance of the work by the Developer or its agents related thereto:

- a) exercise such inspection of the performance of the work as the City may deem necessary and advisable to ensure to the City the full and proper compliance by the Developer with the Developer's undertakings to the City, and to ensure the proper performance of the work;
- b) reject any design, material or work which is not in accordance with the Design Standards or generally accepted engineering and construction practices;
- c) order that any unsatisfactory work be re-executed at the Developer's cost;
- d) order the re-execution of any unsatisfactory design and the replacement of any unsatisfactory material, at the Developer's cost;
- e) order the Developer, within a reasonable time to use such additional labour, machinery and equipment, at the Developer's sole cost, as the City deems reasonably necessary to ensure the proper performance of the work;
- f) order that the performance of the work or part thereof be stopped until the said orders are obeyed; and
- g) order the testing of any materials to be incorporated in the work and the testing of any Municipal Improvements.

And the Developer at its own cost and expense, shall comply with the said orders and requirements of the City, unless the Developer takes issue with any such order or requirement, in which case the Developer shall request, in writing, that such issue be arbitrated in accordance with the provisions of Article 22 hereof; PROVIDED that in no event shall the Developer be entitled to dispute nor arbitrate any decision made by the City pursuant to Paragraph (e), (f), or (g) above; AND PROVIDED FURTHER that the affected work, except as otherwise agreed by the City in writing, shall stop until such arbitration has taken place.

5.8. Notwithstanding anything expressed or implied in the preceding Paragraphs in this Article, it is agreed between the Developer and the City:

- (a) that the City shall have no obligation or duty to exercise any of the City's powers of inspection nor any obligation or duty to discover or advise the Developer of any deficiencies in construction or workmanship during the course of the construction and installation of the Municipal Improvements;
- (b) that the Developer shall during the course of the construction and installation of the Municipal Improvements provide and maintain adequate inspection services, supervised by a professional engineer; and
- (c) that nothing set forth in the preceding Paragraphs in this Article shall in any way be construed so as to relieve the Developer of any responsibilities as set forth in this Agreement, and without restricting the generality of the foregoing, the Developer shall fulfill all responsibilities in respect to the design, construction, installation, testing and maintenance of the Municipal Improvements as required by the terms of this Agreement.

5.9. The Developer covenants and agrees that during the construction and installation of the Municipal Improvements, and during the Maintenance Period for the Municipal Improvements, that the Developer shall pay all contractors and other parties hired by the Developer to fulfill the Developer's obligations under this Agreement and that the failure of the Developer to pay any such contractors or other parties shall constitute a breach of this Agreement by the Developer unless there is a bona fide dispute between the Developer and the contractor or other party.

5.10. The Developer shall take effective measures to reasonably control Construction Debris in and around the Development Area. In the event that the City considers that any cleanup or removal of Construction Debris is required, the Developer shall, within forty-eight (48) hours of receiving notice from the City, take all necessary action, as determined by the City, failing which the City may take such action and charge back all costs and expenses to the Developer. The Developer's obligations under this Paragraph shall continue until seventy-five (75%) percent of the homes in the Development Area have been completed to the stage where they are ready for occupancy, or the Final Acceptance Certificate for all Municipal Improvements has been granted, whichever date occurs latest.

5.11. Upon completion of the work by the Developer, and prior to the issuance of Construction Completion Certificates for the Municipal Improvements, the appropriate Developer's Consultant shall submit to the City a statement under his professional seal certifying that:

- a) the Developer's Consultant has provided adequate periodic inspection services during the course of the work; and
- b) the Developer's Consultant is satisfied that the work has been completed in a good and workmanlike manner in accordance with the Plans; and in accordance with generally accepted engineering and construction practices; and in accordance with the Design Standards.

5.12 The Developer acknowledges and agrees to immediately repair or replace any unsatisfactory work of a major nature, or such work which poses a danger to public health or safety, as determined by the City in its sole discretion. Work of a minor nature which does not pose a danger to public health or safety may be repaired or replaced by the Developer at any

time prior to the Developer's request for the Construction Completion Certificate for the Municipal Improvements.

5.13 Notwithstanding anything to the contrary contained in this Agreement, the Developer covenants and agrees, such covenant being of the essence of this Agreement, that it shall plan and complete the development of the Development Area so as to guarantee and ensure to the City that:

- a) Water service is operational (for fire protection) prior to the issuance of Building Permits or Development Permits for buildings on lots; and
- b) All Essential Services have been installed and rendered operative in any part of the Development Area where any buildings or facilities are to be occupied, except as otherwise permitted in writing by the City.

The City may, in its sole and absolute discretion, issue development and/or building permits or building occupancy, in respect to the development upon lots or parcels contained in the Development Area prior to the completion of the Essential Services upon receiving written assurances from the Developer that the Essential Services will be completed within SIXTY (60) days, but this shall in no way oblige the City to issue permits or approve occupancy earlier than provided in the regulations and bylaws of the City. It is further agreed that the City may issue development permits for Show Homes at any time prior to the completion of the Essential Services provided that the Developer has entered into a Show Home Agreement with the City.

ARTICLE 6 INSTALLATION OF FRANCHISE UTILITIES

6.1. The Developer shall, at no cost to the City whatsoever, arrange for and ensure the installation, to the City's satisfaction, of the Franchise Utilities to the Development Area and within the streets adjoining the lots to be created in the Development Area. The Developers shall indemnify and save harmless the City from and against all losses, costs, suits or demands of any nature (including all legal costs and disbursements on a solicitor and client basis) which may arise by reason of the performance or non-performance of such installation of such services.

6.2. The Franchise Utilities within the Development Area shall be installed, in accordance with the Plans, within the roadways, utility lots or easement areas adjacent to the lots that are intended to be served by such services and shall be installed in a manner and in locations which will permit lot owners within the Development Area to connect to such services upon paying the normal connection fees charged by the utility company or franchise holder.

ARTICLE 7 CONTRACTS FOR INSTALLATION OF MUNICIPAL IMPROVEMENTS

7.1. Notwithstanding anything to the contrary in this Article, the Developer acknowledges, understands and agrees that the Developer shall be fully responsible to the City for the performance by the Developer of all the Developer's obligations as set forth in this Agreement. The Developer acknowledges, understands and agrees that the City shall not be obligated in any circumstances whatsoever to commence or prosecute any claim, demand, action or remedy whatsoever against any person with whom the Developer may contract for the performance of the Developer's obligations.

7.2. The Developer covenants and agrees that any contract entered into between the Developer and a third party in respect to the performance of all or any of the Developer's obligations as set out in this Agreement to construct and maintain the Municipal Improvements, or any of them, shall provide that:

- a) the third party shall indemnify and save harmless the City and the Developer from and with respect to any damages, claims or demands whatsoever, including all legal costs and disbursements on a solicitor and client basis, arising out of the performance of any work undertaken by the third party or arising in any way from the negligence of the third party's employees, agents or employees;
- b) the third party shall provide reasonable proof of financial responsibility;
- c) the third party shall comply with the provisions of the *Workers Compensation Act* for the Province of Alberta;
- d) the third party will allow the City access to the works for the purpose of inspection;
- e) the works to be performed by the third party shall not be deemed to be duly and adequately completed under the contract except upon the issuance of a Construction Completion Certificate for the works by the City;
- f) the third party shall coordinate with the City work forces and others to facilitate the installation of Municipal Improvements and Franchise Utilities and shall protect such works from damage; and
- g) the third party will carry adequate public liability insurance of an amount and coverage satisfactory to the City to protect the third party and the City from any claims, actions or demands arising from the pursuance or purported pursuance of the works being performed by such third party; and
- h) at the option of the City, the Developer will ensure that the third party shall carry a Labour and Materials Payment Bond in the amount of FIFTY (50%) percent of the contract price.

ARTICLE 8 COMPLIANCE WITH ALL PLANS AND SPECIFICATIONS

8.1. The Developer shall, at all times during the construction and installation of the Municipal Improvements, Franchise Utilities and Landscaping, fully comply with all terms, conditions, provisions, covenants and details as may be set out in the Plans, as approved by the City, and such terms and conditions as may otherwise be required pursuant to this Agreement or be agreed upon in writing between the City and the Developer.

8.2. The provisions of this Agreement shall be additional to and not in substitution for any law, whether Federal, Provincial or Municipal, prescribing requirements relating to construction standards and the granting of development, building and occupancy permits.

ARTICLE 9 ACCEPTANCE OF MUNICIPAL IMPROVEMENTS: TRANSFER OF MUNICIPAL IMPROVEMENTS TO THE CITY

9.1. For purposes of this Article, the City and the Developer agree that no Municipal Improvement shall be considered complete unless and until:

- a) the Municipal Improvement has been fully constructed and installed in accordance with the approved Plans;
- b) the Municipal Improvement has been constructed and installed in accordance with the Design Standards and accepted engineering and construction practices;
- c) all testing has been completed and the results approved by the City;
- d) all easements, utility rights-of-way and restrictive covenants have been registered in a form acceptable to the City;
- e) all Public Properties which have been disturbed or damaged have been fully restored by the Developer;
- f) the Municipal Improvement is suitable for the purpose intended; and
- g) the Developer has provided the City with any applicable operation plans, operation manuals or maintenance manuals, for the Municipal Improvements having special operation or maintenance requirements.

9.2. When the Developer claims that the Municipal Improvements, or any of them, have been constructed and installed in accordance with the requirements of this Agreement, then the Developer shall give notice in writing of such claim of completion to the City.

9.3. Within FORTY-FIVE (45) days of such claim of completion, the City will notify the Developer in writing of its acceptance (by the issuance of a Construction Completion Certificate) or rejection of the Municipal Improvements so completed.

9.4. Notwithstanding Paragraphs 9.2 and 9.9, the City may give notice to the Developer of the City's inability to conduct an inspection within the said FORTY-FIVE (45) days due to adverse site or weather conditions or any other condition beyond its control, and in such event the time limit for such an inspection shall be extended until FORTY-FIVE (45) days following the elimination of such conditions.

9.5. It is understood and agreed between the Developer and the City that the notices required under Article shall be given only between the City and the Developer or the Developer's Consultant and in no event shall either the City or the Developer or the Developer's Consultant give such notices through any contractor or sub-trade that may be engaged by the Developer in the construction of the Municipal Improvements.

9.6. In the event that any inspection contemplated in Paragraphs 9.3 or 9.4 reveals any deficiencies in relation to the particular Municipal Improvements or portion thereof, ordinary wear and tear excepted, the City may refuse to issue a Construction Completion Certificate for such Municipal Improvements, or portion thereof, and require the Developer to repair or replace the whole or any portion of any such Municipal Improvements. Upon completion of the repairs

or replacement required to correct any such deficiencies, the Developer may request a further inspection and the issuance of a Construction Completion Certificate.

9.7. It is understood and agreed between the Developer and the City that the City shall be at liberty in its sole discretion to issue a written conditional Construction Completion Certificate for all or a portion of any particular Municipal Improvements and such Certificate shall be conditional upon the completion of minor deficiencies by the Developer within a time specified by the City. The commencement of the Maintenance Period in relation to any such deficiency, if rectified within THIRTY (30) days, shall be back-dated to the date of issuing the said conditional Construction Completion Certificate. The Maintenance Period in relation to any such deficiency, if not rectified within the said THIRTY (30) days (or such other time frame stipulated on the Construction Completion Certificate), shall not commence until such time as such deficiency has been rectified by the Developer and received acceptance of the City in accordance with this Agreement.

9.8. Not more than SIXTY (60) days and not less than FORTY-FIVE (45) days prior to the expiration of the Maintenance Period for any Municipal Improvements, or portion thereof, the Developer shall give notice to the City of expiration of the Maintenance Period for the particular Municipal Improvements, or portion thereof, and the Developer shall request the issuance of a Final Acceptance Certificate in respect to the particular Municipal Improvements, or portion thereof. The Developer's notice shall be accompanied by a list of any deficiencies.

9.9. Within FORTY-FIVE (45) days of the receipt by the City of a request for a Final Acceptance Certificate, the City shall undertake an inspection of the Municipal Improvements, or portion thereof, and the City shall within the said FORTY-FIVE (45) days advise the Developer in writing of any deficiencies in relation to the particular Municipal Improvements, or portion thereof, ordinary wear and tear excepted, (i.e. any deficiencies referred to by the Developer and any additional deficiencies); provided, that the provisions of Paragraph 9.4 shall also apply to any request for the issuance of a Final Acceptance Certificate.

9.10. In the event that any inspection contemplated in Paragraph 9.9 reveals any deficiencies in relation to the particular Municipal Improvements, or portion thereof, ordinary wear and tear excepted, the City may refuse to issue the Final Acceptance Certificate of the Municipal Improvements, or portion thereof, and require the Developer to repair or replace the whole or any portion of any such Municipal Improvements. Upon completion of the repairs or replacement required to correct any such deficiencies, the Developer may request that a further inspection and issuance of a Final Acceptance Certificate.

9.11. In the event that any inspection contemplated in Paragraph 9.9 reveals that there are no deficiencies in relation to the Municipal Improvements, or portion thereof, the City shall issue in writing its Final Acceptance Certificate for the Municipal Improvements, or portion thereof.

9.12. It is understood between the City and the Developer that the City shall be at liberty to issue a conditional Final Acceptance Certificate for all or a portion of the Municipal Improvement and such acceptance shall be conditional upon the completion of minor deficiencies by the Developer within THIRTY (30) days.

9.13. Upon the issuance of a Final Acceptance Certificate by the City for the Municipal Improvements, or any portion of the Municipal Improvements as provided herein, the Developer hereby acknowledges that all right, title and interest in all Municipal Improvements located on or under Public Properties including easement areas and rights-of-way, but excluding Franchise

Utilities, vests in the City without any cost or expense to the City, and the Municipal Improvements shall become the property of the City.

9.14. Notwithstanding anything to the contrary contained in this Agreement, the Developer acknowledges and agrees that the Maintenance Period for the Municipal Improvements shall not expire before the issuance of a Final Acceptance Certificate in respect to the Municipal Improvements by the City to the Developer. In the event that either party refers to arbitration the Developer's right to the issuance of a Final Acceptance Certificate for the Municipal Improvement, or portion thereof, the arbitrator shall, in accordance with the terms of this Agreement, determine the date upon which any such Final Acceptance Certificate is to be effective.

9.15. Following the issuance of a Construction Completion Certificate for the Municipal Improvements, the City agrees that it shall assume the normal operation and maintenance (excluding repairs or matters arising from inadequate or deficient design or construction) of the Municipal Improvements excluding landscaping, fencing and facilities owned by the Franchise Utility Companies. The Developer agrees to be responsible for the maintenance and repair of all Landscaping until the issuance of a Final Acceptance Certificate for the Landscaping.

9.16. The City and the Developer agree that, notwithstanding the issuance of a Final Acceptance Certificate for the Municipal Improvements, or any of them, the Developer shall be responsible to repair or replace the Municipal Improvements, or any of them, where there are any hidden or latent defects (which were reasonably not detected by inspections or tests actually undertaken) in any of the Municipal Improvements, which are causally connected to the performance or non-performance of the obligations of the Developer under this Agreement and were not discovered prior to the issuance of the Final Acceptance Certificate. This obligation shall extend for a period of FIVE (5) years following the date of issuance of the Final Acceptance Certificate. In the event of a dispute regarding this provision, and in addition to Article 21 on arbitration, the parties may mutually agree to resolve any dispute under this provision by means of mutually hiring an independent engineering firm to determine causation of the hidden or latent defects in any Municipal Improvements installed and constructed pursuant to this Agreement.

9.17. It is understood and agreed that the City may in its discretion issue up to EIGHT (8) separate Construction Completion Certificates for the Municipal Improvements, namely:

- a) those underground Municipal Improvements referred to in Paragraphs (a), (b) and (c) of Schedule "D" of this Agreement;
- b) those surface Municipal Improvements referred to in Paragraphs (d), (e), (f), (g), (j), (k), (m), (n), and (o) of Schedule "D" of this Agreement;
- c) those separate sidewalk Municipal Improvements referred to in Paragraph (e) of Schedule "D" of this Agreement;
- d) the Landscaping referred to in Paragraphs (h), (p) and (k) of Schedule "D" of this Agreement;
- e) those Landscaping for boulevards on separate sidewalks, referred to in Paragraph (i) of Schedule "D" of this Agreement;

- f) the Landscaping of open space site amenities and playgrounds (including equipment), referred to in Paragraph (l) of Schedule "D" of this Agreement;
- g) the Common Fencing on private lands referred to in Paragraph (q) of Schedule "D" of this Agreement; and
- h) the Common Fencing on Public Property referred to in Paragraph (q) of Schedule "D" of this Agreement.

Likewise, the City may in its discretion issue up to EIGHT (8) Final Acceptance Certificates for those portions of the Municipal Improvements referred to above. Notwithstanding, the City will not issue a Final Acceptance Certificate for Common Fencing on private lands, referred to in subsection (g) above.

ARTICLE 10 MAINTENANCE OF MUNICIPAL IMPROVEMENTS BY DEVELOPER

10.1. The Maintenance Period in respect to any of the Municipal Improvements shall commence with the City's written Construction Completion Certificate for any such Municipal Improvements in good condition and repair (ordinary wear and tear excepted). The Developer during the Maintenance Period shall, subject to Paragraph 9.15, repair or replace the whole or any portion of the Municipal Improvements where such repair or replacement is required, as determined by the City, acting reasonably, unless the repair or replacement is a result of the neglect by the City, its servants, agents or contractors in the use and operation thereof. Notwithstanding the above, there is no Maintenance Period for Common Fencing on private lands and it is acknowledged that maintenance of such Common Fencing on private lands shall be the responsibility of the landowner of the lot on which such Common Fencing has been constructed.

10.2. The Developer acknowledges and agrees that prior to the issuance of a Final Acceptance Certificate for any Landscaping, or portion thereof, the City shall be entitled to require the Developer to replace any trees, shrubs or grass which may have died or failed to achieve proper growth, as determined by the City in its sole discretion. Further, the City shall be entitled to require the replacement or repair of any other Landscaping such as berming, rip-rap, noise attenuation fencing or Common Fencing which is not in accordance with the Plans as a result of any cause other than neglect by the City, its servants, agents or contractors in the use and operation thereof.

10.3. The Developer covenants that it shall fully comply with the Design Standards and accepted engineering and construction practices, in undertaking and completing the repair or replacement of any of the Municipal Improvements pursuant to the requirements of this Article.

10.4. The Developer agrees that in the event of any emergency arising during the Maintenance Period, the City being the sole judge of what constitutes an emergency, acting reasonably, then the City shall have the right in its discretion to undertake any repair or remedial work to the Municipal Improvements deemed necessary or appropriate by the City and all costs and expenses incurred by the City in that regard shall be paid by the Developer to the City upon demand.

10.5. The City and the Developer agree that during the Maintenance Period that the City shall perform the normal maintenance requirements of the City respecting the cleaning and flushing of sanitary sewers; PROVIDED, that the City's costs and expenses of the final cleaning and the removal of obstructions, immediately prior to the issuance of the Final Acceptance Certificate, shall be paid by the Developer to the City before the Final Acceptance Certificate is issued.

10.6. Without limiting any of the foregoing, maintenance for which the Developer shall be responsible shall include, but not be limited to, failure of or damage to the underground Municipal Improvements resulting from defective materials or improper installation or workmanship, settlement of ditches, grading, gravelling, repairs or replacement of road and lane surfaces, sidewalks, curbs, and gutters, catch basins and leads, road surfaces constructed by the Developer or its contractor, adjustment and repairs to water mains, main valves, water hydrants, hydrant valves, service lines and valves and valve operating mechanisms; repairs, replacements and adjustments to sewer mains, sewer services, manholes, manhole frames and covers, but shall not include ordinary wear and tear. The Developer covenants that during the Maintenance Period that the Developer shall be responsible, at the Developer's own cost and expense, for adjusting and maintaining all hydrants, valve boxes (for both hydrants and mains) manholes and catch basins and appurtenances thereto and any crack filling of roadways until the City has issued the Final Acceptance Certificate for all aspects of roadway improvements.

10.7. The Developer covenants and agrees that in the event that the City is of the opinion that any repair or replacement required during the Maintenance Period is of a major nature, the City shall be entitled, in its sole discretion, to require a further full Maintenance Period for the particular Municipal Improvement, or portion thereof, and such further Maintenance Period shall commence upon the City issuing a Construction Completion Certificate for the repair or replacement work.

ARTICLE 11 USE OF PUBLIC PROPERTIES IN THE PERFORMANCE OF THE WORK

11.1. The City hereby grants to the Developer the right, permission and power to use, break-up, dig, trench, or excavate in the public highways, streets, roads, lanes, boulevards, parks and similar Public Properties under the control of the City, within or adjacent to the Development Area, and otherwise to do such work therein and thereon as may be necessary from time to time to construct, develop, erect, lay, operate, maintain, repair, extend, relay and remove any Municipal Improvements or Franchise Utilities forming part of the work of the Developer, as may be necessary for the purpose of this Agreement, provided that:

- a) not less than TEN (10) days prior to the date that the Developer intends to enter upon any Public Properties, except in the case of emergency repair work, the Developer shall provide to the City detailed written proposals, for approval by the City, for the work to be done within any such property, including:
 - i) a specific work schedule and procedures proposed to be followed;
 - ii) detailed engineering drawings of all connections to existing municipal services;
 - iii) provisions to be implemented for temporary access and services;

- iv) installation of temporary traffic control devices and personnel deployment to minimize traffic disruption; and
- v) a form and schedule of notification and public relation strategy to be utilized.
- b) no such work shall be commenced prior to the Developer obtaining the written consent of the City to enter upon such Public Properties; and the City shall not unreasonably delay or withhold such written consent;
- c) that the work within Public Property by the Developer and its agents, contractors or subcontractors shall be subject to the inspection rights of the City as set forth in this Agreement and all directions and requirements of the City shall be obeyed;
- d) the Developer shall do as little damage as possible in the performance of such work, and will cause as little obstruction to such Public Properties as possible;
- e) upon completion of such work the Developer shall restore all such Public Properties to a condition and state of repair equivalent to that which prevailed prior to the performance of such work, including, where necessary, the re-planting or replacement of trees and shrubs, and shall maintain such restored portions of such Public Properties, including such replaced or re-planted trees and shrubs, for a period of ONE (1) year thereafter, ordinary wear and tear excepted;
- f) that the restoration of Public Property by the Developer shall be part of the Municipal Improvements to be constructed and installed by the Developer and the Developer shall be required to obtain Construction Completion Certificates and Final Acceptance Certificates for the restoration work; and
- g) the Developer shall indemnify and save harmless the City from and against all losses, costs, claims, suits or demands of any nature, including all legal costs and disbursements on a solicitor and client basis, which may arise by reason of the performance of work by the Developer.

11.2 When the grades of Public Properties are altered by the Developer, the Developer shall provide to the City for approval as part of the Plans, FOUR (4) sets of plans indicating the drainage and contouring and the proposed grades of the boulevards and other Public Properties that will be graded during construction. The Developer shall at its sole expense grade and loam to a depth of ONE HUNDRED (100) millimeters (in conformity with the Design Standards) for those areas of the boulevards and other Public Properties which are not left in their natural state , and thereafter shall seed to grass boulevards and Public Properties to the satisfaction of the City's engineer. The Construction Completion Certificate for Landscaping shall not be issued by the City until such time as such work is completed to the satisfaction of the City's Engineer.

ARTICLE 12 UTILITY EASEMENTS

12.1. The Plans, as approved by the City, shall designate road allowances, public utility lots, easements or rights-of-way of widths adequate to the needs of the City and utility companies, for the construction and installation of Municipal Improvements and Franchise Utilities to and through the Development Area, and for storm drainage systems, and shall be of a width and in such locations as required by the City.

12.2. The road allowances, public utility lots, easements and utility rights-of-way shall be granted and registered to the City (without further compensation payable to the Developer), upon the earlier of:

- a) submission for registration of a Plan of Subdivision for the Development Area and prior to the sale of any lots covered by a Plan of Subdivision;
- b) as a condition of the City's issuance of an applicable development permit, in the event that a Plan of Subdivision is not contemplated as part of the development of the Development Area,

and in any event prior to Commencement of Construction.

12.3. Where Subdivision is contemplated as part of the development of the Development Area, the Developer shall within ONE (1) month of registration of the Plan of Subdivision, and prior to the sale of any lots within the Development Area, provide to the City proof of the registration of all road allowances, public utility lots, easements and utility rights-of-way required by the City.

12.4. The Developer agrees that the road allowances, easements and utility rights-of-way shall be in a form acceptable to the City and shall be a first charge against all properties within the Development Area, excepting other easements and utility rights-of-way, and further agrees to obtain and register postponements of all liens, charges and encumbrances in favor of the easements.

12.5. Such road allowances, easements or utility rights-of-way shall provide the City the right to assign all or any part of the rights granted to operators of the respective Franchise Utilities or to grant permits or licenses to install, repair and replace gas, power, telephone, cable, communication lines and drainage systems.

12.6. The Developer covenants that it shall register or cause to be registered against the Development Area or other lands controlled by the Developer, in a form acceptable to the City, restrictive covenants and other instruments which are required by any subdivision approval for the Development Area or otherwise required under the terms of this Agreement.

ARTICLE 13 MUNICIPAL SERVICES

13.1. As lots are developed in parts of the Development Area, the City will provide thereto, as required and subject to the terms of this Agreement, all municipal services which are normally supplied to other similar parts of the City to the same standards and costs, subject to such limitations that may be imposed by reason of the progress of the Developer's work, the availability of such services, the number of lots requiring services, and the configuration of the lots requiring services.

13.2. Prior to the issuance of the Final Acceptance Certificate for all surface Municipal Improvements in the Development Area, the Developer shall at all times after any premises are occupied and used within the Development Area, provide and ensure continuous access to such occupied premises from both the front street and, where applicable, the rear lane for garbage removal and police, fire and other emergency services.

13.3. The Developer, prior to issuance of the appropriate Construction Completion Certificate, covenants and agrees to be responsible for and pay all tolls, rates and fees applicable to street lighting or decorative lighting within the Development Area and to be responsible for and to pay for all street cleaning, snow removal and street sweeping within the Development Area upon the following terms and conditions:

- a) the Developer shall within THIRTY (30) days of being invoiced by the City, pay to the City any costs incurred by the City for outside forces in connection with street lighting or decorative lighting, street cleaning, snow removal or street sweeping; and
- b) where City work forces and equipment are used to provide any such services, the costs to be charged back to the Developer shall be calculated at the existing hourly rates for equipment and labour and the cost of employee benefits then utilized by the City plus an additional FIFTEEN (15%) per cent of all such costs to cover the administrative costs incurred by the City.

13.4 The Developer acknowledges and agrees that if any portion of the Development Area is subdivided by way of condominium plan rather than Conventional Subdivision Plan, the City is not obligated to provide its regular services within that portion of the Development Area. Without limiting the generality of the foregoing, the City will not be obligated to provide services (including provision of public utilities, garbage removal or maintenance or internal access roads) to any portion of lands that is within the boundaries of the Condominium plan.

ARTICLE 14 SIGNAGE

14.1 Notwithstanding anything else contained in this Agreement, in the case of Plan of Subdivision, the Developer shall maintain subdivision information signage and provide subdivision information maps, including the latest amendments in effect at the time of Commencement of Construction for any particular stage, and without limiting the generality of the foregoing:

- a) the Developer shall erect subdivision information signs within the Development Area at locations approved by the City identifying zoning, proposed future land uses and other features, such as multi-way alignments;
- b) the Developer shall provide subdivision information maps identifying zoning, proposed future land uses and other such features to prospective home purchasers within Show Homes and sales outlets which are in or adjacent to the Development Area;
- c) the Developer shall submit the design, colour codes, legends and locations of the subdivision information signs and maps for approval by the City prior to preparation and installation of the signs and maps. Review and approval of the signs and maps and their format and location will be part of the Plan approval process; and
- d) the Developer shall install the approved signage prior to the issuance of development permits, provided that the City, in its sole discretion, may issue development permits for Show Homes prior to sign installation.

ARTICLE 15 COMMON FENCING

15.1. The Developer shall, at its own expense, as part of the development of the Development Area, construct Common Fencing of the type hereinafter referred to where required by the City, including public utility lots and walkways. The Plans shall include a description of the location of fences, and the design and construction.

15.2. All Common Fencing to be constructed by the Developer pursuant to the requirements hereof shall be of uniform design and the design and construction thereof shall be subject to the approval of the City in its sole and absolute discretion.

15.3. Any Common Fencing as contemplated herein which is wholly located upon Public Properties and does not abut upon other properties shall be maintained by the Developer during the Maintenance Period as provided in this Agreement.

15.4. Any Common Fencing which is intended to separate Public Properties from other abutting lands shall be constructed not less than FIFTEEN (15) centimeters within the boundary of such other lands and shall not be constructed on the boundary line between the Public Properties and the other lands.

15.5. Any Common Fencing which is not wholly located upon Public Properties shall be maintained by the Developer until the expiration of the Maintenance Period for such Common Fencing and thereafter shall be maintained by the owners of the properties upon which the Common Fencing is located. In order to ensure the maintenance obligations of such owners, the Developer shall, prior to selling or transferring any such properties, register against the properties a restrictive covenant, in the form attached as Schedule "F", which imposes such maintenance obligations upon the future owners of those properties.

15.6. The Developer covenants that in addition to the requirements of any permanent fencing within the Development Area, that the Developer shall prior to the issuance of a Construction Completion Certificate for the above ground Municipal Improvements, at the Developer's own cost and expense, construct and maintain temporary fencing of a type and to a standard acceptable to the City around all municipal and environmental reserve parcels within the Development Area.

ARTICLE 16 MAINTENANCE OF BOULEVARDS AND OTHER PUBLIC AREAS

16.1. The Developer shall be responsible, at its sole expense, to maintain, in accordance with the approved landscape Plan and Design Standards, the Developer's lands and all Public Properties within the Development Area which have been seeded to grass. Without restricting the generality of the foregoing, the Developer shall be responsible for mowing grass and eliminating weeds, refuse, litter and undesirable vegetation.

16.2. Where the Developer has sold a lot (and transferred possession) within the Development Area, the Developer's obligations under Paragraph 16.1, in respect only to such lot, shall cease.

16.3. The Developer covenants and agrees that it shall, at the Developer's own cost and expense, be responsible for the cleanup and removal of all Construction Debris, foreign material

and dirt from all Public Properties, including roadways, within and adjacent to the Development Area, subject to the following conditions:

- a) prior to Commencement of Construction of the Municipal Improvements, the Developer shall provide a Construction Debris management plan for the Development Area to the City for approval, and the Developer shall be responsible for adhering to and for ensuring that all builders within the Development Area adhere to the approved Construction Debris management plan;
- b) it shall be the responsibility of the Developer to monitor the condition of Public Properties and the Development Area in general and take immediate action as necessary to comply with the provisions of this Article;
- c) in the event that the City considers that any cleanup or removal of Construction Debris, foreign material or dirt is required, the Developer shall, within FORTY EIGHT (48) hours of receiving notice from the City, take all necessary action as determined by the City, failing which, the City may take action and charge back all costs and expenses to the Developer; and
- d) in respect to a residential subdivision, the Developer's obligations under this Article shall cease and terminate in respect to the Development Area when housing construction has been completed on SEVENTY-FIVE (75%) percent of the lots within the Development Area.

16.4. The City shall assume the normal maintenance of all Public Properties after the expiration of the Maintenance Period and issuance of the Final Acceptance Certificate.

ARTICLE 17 OVERSIZING AND SHARING OF SERVICING COSTS

17.1. The Developer recognizes and agrees that the Development within the Development Area will benefit from the oversizing or construction of Municipal Improvements which have been or will be constructed by parties other than the Developer in areas adjacent to the Development Area and other benefiting areas, and therefore, the Developer agrees that it shall bear and pay its proportionate share of such other Municipal Improvements as determined in the discretion of the City. Unless otherwise specifically provided within Schedule "H" attached to this Agreement, the Developer's proportionate share of existing or currently contemplated Oversizing Costs and costs for extending Municipal Improvements be calculated and paid upon the earlier of:

- a) submission for registration of a Plan of Subdivision for the Development Area and prior to the sale of any lots covered by a Plan of Subdivision;
- b) as a condition of the City's issuance of an applicable development permit, in the event that a Plan of Subdivision is not contemplated as part of the development of the Development Area,

and in any event prior to Commencement of Construction.

Any deferral of payment of Oversizing Costs and costs for extending Municipal Improvements by the Developer beyond the above-noted deadlines shall be subject to specific agreement between

the City and the Developer as contained within Schedule "H" and Schedule "K" attached to this Agreement, and such conditions or other requirements that maybe imposed therein (including, without restriction, the requirement for security for payment, and/or registration and reliance upon the charge contained within Paragraph 20.2 of this Agreement). If a Plan of Subdivision is contemplated, and at the time of registration of the Plan of Subdivision the City has not calculated or imposed Oversizing Costs and costs for extending Municipal Improvements, and subsequently the City imposes such charges, nothing in this Agreement precludes the City from collecting the Developer's proportionate share of Oversizing Costs and costs for extending Municipal Improvements at the development permit stage.

17.2. In the event that the Developer's proportionate share of existing or currently contemplated Oversizing Costs is capable of being determined as of the date of this Agreement, the Developer's proportionate share for such existing or currently contemplated Oversizing Costs shall be as shown within Schedule "H" attached to this Agreement and costs for extending Municipal Improvements shall be shown within Schedule "K" attached to this Agreement. Otherwise, the method of calculating the Developer's proportionate share of such Municipal Improvements constructed by other parties shall be determined solely by the City in accordance with good engineering and construction practices, in accordance with the provisions of any relevant bylaws of the City, in accordance with any agreements which the City has entered into, or may enter into, with contractors, other developers or other persons in respect to the construction of such Municipal Improvements, and where deemed appropriate by the City taking into account the expended useful life span of the oversized/shared Municipal Improvement.

17.3. Nothing in this Agreement shall preclude the City from levying in a lawful manner any special frontage assessment or uniform unit rate assessment or special local benefit assessment for the construction, expansion or extension of Municipal Improvements, other than such Municipal Improvements or portions of such Municipal Improvements, which are covered by the provisions of this Article 17.

17.4. The Developer, in constructing the Municipal Improvements as contemplated herein, shall bear the costs of oversizing and extending Municipal Improvements designed and installed to accommodate future developments on land adjacent to the Development Area and other benefiting areas, and shall design, construct and install the Municipal Improvements so that such future developments can utilize or benefit from such oversizing or extensions. The City's requirements for oversizing and extending Municipal Improvements shall be evidenced within the additional provisions contained within Schedule "K" attached to this agreement, within the Design Standards, or otherwise required to be shown within the Developer's Plans at the time of the City's review and approval.

17.5. Such Oversizing Costs and costs for extending Municipal Improvements contemplated in Paragraph 17.4 shall be shared costs and the City and the Developer acknowledge that the Developer shall be entitled to recover such shared Oversizing Costs and costs for extending Municipal Improvements in accordance with this Agreement. The method of calculating the proportionate shares of such shared Oversizing Costs and costs for extending Municipal Improvements shall be determined solely by the City in accordance with good engineering and construction practices, in accordance with the provisions of any relevant bylaws of the City, in accordance with any agreements which the City has entered into, or may enter into, with contractors, other developers or other persons in respect to the construction of such Municipal Improvements, and where deemed appropriate by the City taking into account the expended useful life span of the oversized/shared Municipal Improvements.

17.6. The City shall not be responsible for payment of any portion of the shared Oversizing Costs and costs for extending Municipal Improvements, except as may be specifically provided elsewhere in this Agreement, or except in respect to lands owned or acquired by the City, but the City shall use reasonable efforts to give such assistance to the Developer as it can legally give in the recovery of shared Oversizing Costs and costs for extending Municipal Improvements by making it a term of any Development Agreement between the City and owners of any future benefiting developments that such owners pay their proportionate share of such shared Oversizing Costs and costs for extending Municipal Improvements to the Developer and by requiring payment of the same by such owners as a condition of the use of the Municipal Improvements or as a condition of the approval of any development or subdivision applications.

17.7. The Developer shall, so soon as reasonably possible and in any event prior to issuance of the Final Acceptance Certificates, provide the City with the details of the costs of oversizing or extension of the Municipal Improvements that accommodate future development on land adjacent to the Development Area and in other benefiting areas for approval by the City, and upon the City approving the said details, the same shall govern for the purpose of determining the amount of shared Oversizing Costs and costs for extending Municipal Improvements to be paid by such benefiting owners pursuant to Paragraph 17.6.

17.8. The City agrees that in the event any land adjacent to the Development Area, and other benefiting areas which may benefit from the Municipal Improvements oversized or extended by the Developer, is intended to be developed and the City is advised of any such development, the City will endeavour to notify the Developer in writing of the intended development. The Developer agrees that upon notice of such intended development being sent by the City, the Developer shall notify the City in writing of any claims it has in writing under this Agreement for recovery of shared Oversizing Costs and costs for extending Municipal Improvements with detailed calculations setting out the amount claimed by the Developer. Until such notice has been delivered by the Developer to the City, the City shall not be required to request from the owners of adjacent lands the payment to the Developer of the shared Oversizing Costs and costs for extending Municipal Improvements attributable to the lands intended to be developed. Upon receipt of any such notice from the Developer to the City, the City will take the steps contemplated by this Agreement to facilitate the recovery by the Developer of the applicable shared Oversizing Costs and costs for extending Municipal Improvements.

17.9. The City agrees that in calculating any shared Oversizing Costs payable to the Developer, the City shall include interest, calculated from the date of Construction Completion of all of the Municipal Improvements, compounded annually, at the Prime Rate plus TWO (2%) percent; PROVIDED, that interest shall cease to accrue THREE (3) years from the date of the issuance of Final Acceptance Certificates for all of the Municipal Improvements, after which the recovery of the Oversizing Costs and costs for extending Municipal Improvements shall remain fixed.

17.10. For purposes of calculating interest payable under Article 17.9, the Prime Rate established on the first business day of a particular month shall be utilized and shall be deemed to be the Prime Rate for that entire month.

17.11. The Parties acknowledge and agree that there exists the potential for significant passage of time between the development of the Development Area and the development of other properties, as well as the corresponding potential for change in development and servicing needs in the near and long term (including, without restriction, alternative servicing based upon proper planning and servicing principles, some oversized Municipal Improvements becoming obsolete or require replacement or renewal prior to payment of all potential proportionate shares by other developers). For these and other reasons (including, without restriction, the simple lack of further and other development in general), there shall always exist the potential for adjacent or other lands never becoming benefited by some or all oversized/shared Municipal Improvements. Consequently, and notwithstanding the foregoing and anything to the contrary contained within this Agreement, the City cannot and will not guarantee eventual recovery of proportionate shares of Oversizing Costs and costs for extending Municipal Improvements.

ARTICLE 18 LEVIES, FEES AND OTHER CHARGES

18.1. The Developer agrees that the Development Area will benefit from new or expanded off-site water, sanitary sewer, roadway and storm drainage facilities which will be utilized to provide municipal services to the Development Area. Accordingly, the Developer covenants and agrees to pay to the City any off-site levies if and when established by the City, unless otherwise specifically provided within Schedule "H" attached to this Agreement, and such off-site levies (or other subdivision or development charges) are payable by the Developer to the City on the following terms:

- (a) FIFTY (50%) percent of the off-site levies calculated on the basis of the area of the Development Area to be paid by the Developer to the City upon the execution of this Development Agreement;
- (b) the remaining FIFTY (50%) percent of the off-site levies may be deferred by the Developer until
 - (i) TWELVE (12) months from the date of execution of this Agreement and in any event, prior to the sale of any lots covered by a Plan of Subdivision; or
 - (ii) in the event of the Developer is in default of any obligation of this Agreement, as per and in accordance with Article 21 of the Agreement, or upon commencement of any proceedings to wind up the affairs of the Developer, declaration of bankruptcy by Developer, appointment of a receiver, or commencement of proceedings under *Company Creditors Arrangement Act*, payment of the deferred portion of the off-site levies is immediately and automatically due and payable to the City in accordance with and pursuant to the provisions of the *Municipal Government Act* and the City's Off-site Levy Bylaw;

in such case, the respective levy shall become due and payable to the City.

- (c) in the event of a deferral of the off-site levies, the following conditions shall apply:

- (i) the deferred payment of the off-site levies when they become due and payable shall be calculated at the then current levy rate per hectare, as such rates are revised from time to time by the City, for the whole Development Area;

18.2. The Developer acknowledges that the City will incur administrative costs and expenses with respect to preparing and administering this Agreement, reviewing the construction specifications and drawings, inspecting constructed Municipal Improvements, reviewing video camera testing and updating the City's digital As-Built Drawings. Inasmuch as these costs are properly part of the cost of constructing the Municipal Improvements and therefore should be borne by the Developer, the Developer agrees to pay upon execution of this Agreement an administration fee of \$5,000.00.

18.3. In addition to the sums specified in Paragraphs 18.1 and 18.2, the Developer acknowledges that the City will charge a per unit contribution for each residential unit constructed in the Development Area to be used by the City to construct regional, district and neighbourhood recreational facilities in accordance with City of Leduc Recreation Contribution Policy 61.00:25, as amended from time to time and attached as Schedule "G". The Developer shall provide written notification to all proposed purchasers or others acquiring an ownership interest in any lot within the Development Area of the requirement to pay the recreational facility contribution upon issuance of a development or building permit.

18.4. In addition to the sums specified in Paragraphs 18.2 and 18.3, the Developer acknowledges that the Developer shall pay a fee of Sixty dollars per hectare (\$60/ha) for all new developments for HPN Survey Monuments. In addition, the Developer shall provide the City security in form of an irrevocable letter of credit for the amount of \$15,000 for the potential destruction or damage to existing HPN Survey Monuments within or adjacent to the Development Area. Such security required under this Paragraph shall be returned to the Developer by the City upon issuance of the Final Acceptance Certificates for all Municipal Improvements to constructed and installed pursuant to this Development Agreement. The City shall be entitled to call upon and make demands as payee and beneficiary under the said security provided by the Developer for the HPN Survey Monuments in the event that, in the City's sole determination, there is destruction or damage to existing HPN Survey Monuments caused during the construction, installation and maintenance of the Municipal Improvements and or development of the Development Area.

ARTICLE 19 INTEREST ON MONIES OWED TO THE CITY

19.1. Except as otherwise specifically provided in this Agreement, all sums or monies owed by the Developer to the City shall bear interest compounded semi-annually and calculated from the date upon which such sum or monies are due and payable and such interest shall be calculated at a rate per annum equal to the Prime Rate plus TWO (2%) percent and such interest rate shall be adjusted from time to time in accordance with any change to the Prime Rate.

19.2. For purposes of calculating interest under this Article, the Prime Rate established on the first business day of a particular month shall be utilized and shall be deemed to be the Prime Rate for that entire month.

ARTICLE 20 AMOUNTS PAYABLE UNDER THIS AGREEMENT

20.1. The Developer acknowledges and agrees that the City and the Developer are properly and legally entitled to make provision in this Agreement, for the purposes specified herein, for the payment by the Developer to the City of the various sums prescribed in this Agreement, and further:

- a) the Developer acknowledges and agrees that the agreement by the Developer to pay the said sums is an inducement offered by the Developer to the City to enter into this Agreement;
- b) the Developer acknowledges that the City has agreed to enter into this Agreement on the representation and agreement by the Developer to pay to the City the sums specified in this Agreement;
- c) the Developer agrees that the City is fully entitled in law to recover from the Developer the sums specified in this Agreement;
- d) the Developer hereby waives for itself and its successors and permitted assigns any and all rights, defences, actions, causes of action, claims, demands, suits and proceedings of any nature or kind whatsoever, which the Developer has, or hereafter may have, against the City in respect to the Developer's refusal to pay the sums specified in this Agreement; and
- e) the Developer for itself and its successors and permitted assigns hereby releases and forever discharges the City from all actions, claims, demands, suits and proceedings of any nature or kind whatsoever which the Developer has, or may hereinafter have, if any, against the City in respect to any right or claim, if any, for the refund or repayment of any sums paid by the Developer to the City pursuant to this Agreement.

20.2. The City and the Developer agree that any amounts of money presently or hereafter owing by the Developer to the City pursuant to the provisions of this Agreement, whether by way of a liquidated or unliquidated claim, and howsoever arising, shall be a charge and encumbrance against the lands described in Schedule "A" of this Agreement, the Developer does hereby mortgage, charge and encumber the said lands as security for payment or performance of the Developer's obligations within this Agreement, and further, that the City shall be entitled to recover any such monies owing, together with all costs on a solicitor and client basis, by enforcing the charge and encumbrance against the lands described in Schedule "A" of this Agreement.

ARTICLE 21 DEFAULT BY THE DEVELOPER

21.1. In the event that the City claims that the Developer is in default in the observance or performance of any of the terms, covenants or conditions of this Agreement, the City may give the Developer THIRTY (30) days notice in writing of such claimed default and requiring the Developer to rectify same within the said period of THIRTY (30) days.

21.2. If the Developer denies that it is in default as claimed in such notice, the Developer shall within TEN (10) days of receipt of such notice request a reference to arbitration pursuant to the

provisions of Article 22. If the Arbitrator confirms the claimed default, the Developer shall, notwithstanding the provisions of Paragraph 21.1, have a period of THIRTY (30) days from the receipt of the arbitration ruling within which to rectify such default.

21.3. The Developer agrees that in the event that the City has given the Developer written notice of default and the Developer does not, within TEN (10) days of receipt of the written notice, dispute that it is in default, then the Developer shall conclusively be deemed to have acknowledged the default.

21.4. Notwithstanding anything to the contrary herein, in the event that the City, in its sole discretion, considers it necessary to undertake any immediate work in connection with the construction, installation or repair of the Municipal Improvements in a situation which the City considers to be an emergency, the City shall immediately notify the Developer of such situation and shall be entitled to then cause such work to be done, provided that upon completion of said emergency work, the City shall give notice in writing to the Developer if the City claims that such repair work was made necessary by reason of a default on the part of the Developer in the observance or performance of the terms, covenants and conditions of this Agreement, and if the Developer denies the claimed default, it shall within TEN (10) days request a reference to arbitration pursuant to the provisions of Article 22 hereof.

21.5. The Developer agrees that the City shall, for purposes of undertaking any emergency work, have free and uninterrupted access to all portions of the Development Area and any other areas under the control of the Developer and that the City shall not be hindered nor restricted in any manner whatsoever in obtaining or exercising such right of access.

21.6. The decision of the Arbitrator in any reference respecting a claimed default on the part of the Developer shall be final and binding upon the City and the Developer.

21.7. The City and the Developer agree that any rights and remedies available to the City whether specified in this Agreement or otherwise available at law, are cumulative and not alternative and the City shall be entitled to enforce any right or remedy in any manner the City deems appropriate, in its sole discretion, without prejudicing or waiving any other right or remedy otherwise available to the City.

ARTICLE 22 ARBITRATION

22.1. Subject to any other provisions of this Agreement to the contrary, if any dispute or difference between the parties shall arise under this Agreement, either party may give notice to the other of such dispute or difference and refer such dispute or difference to arbitration in accordance with the provisions of this Article.

22.2. Arbitration hereunder shall be by a reference to an independent person, to be selected jointly by the City and the Developer, and his decision shall be final and binding. In the event that the City and the Developer shall fail to agree on an arbitrator within FORTY-EIGHT (48) hours of either party giving notice to the other party of a dispute or difference pursuant to Article 22.1, then an application shall be made to a Justice of the Court of Queen's Bench of Alberta to select the arbitrator.

22.3. All charges, fees and expenses of the arbitrator shall be borne and paid by the City or the Developer, or proportionately by both the City and the Developer, depending upon their respective fault as found by the arbitrator.

22.4. Nothing in this Agreement shall authorize any reference to arbitration as to any matter or question which under this Agreement is expressly or by implication required or permitted to be decided by the City or as to the grounds upon which, or the mode in which, any opinion may have been formed or discretion exercised by the City. In any such instance the discretion, decision, opinion or determination of the City shall be final and binding upon the Developer.

ARTICLE 23 INDEMNITY AND SECURITY

23.1 The Developer shall indemnify and save harmless the City from any and all losses, costs, damages, actions, causes of action, suits, claims and demands resulting from anything done or omitted to be done by the Developer in pursuance or purported pursuance of this Agreement.

23.2 The Developer covenants and agrees that it shall carry comprehensive liability insurance and that the following provisions shall apply to such insurance:

- (a) the City shall be an additional insured in all public liability policies;
- (b) all policies shall provide that an event of default on the part of the Developer, its servants or agents, shall not be an event of default on the part of the City;
- (c) none of the policies shall be cancelled unless Thirty (30) days prior written notice of cancellation is first given to the City;
- (d) copies of all policies of insurance shall be provided to the City upon execution of this Agreement; and
- (e) the insurance policies shall have the minimum limits of coverage of not less than FIVE MILLION DOLLARS (\$5,000,000.00) per occurrence for such period as the Developer has any rights or obligations hereunder with respect to the Development Area, and a comprehensive liability policy, including extended coverage and malicious damage endorsement, as per industry standard, insuring the full value of the work undertaken by the Developer pursuant to this Agreement.

23.3 In order to ensure to the City full compliance by the Developer with the terms, covenants and conditions of this Agreement, the Developer hereby covenants and agrees that it shall deliver and deposit with the City, security in the form hereinafter prescribed and that the following provisions shall apply to determining the amount of the security and the time or times at which the security shall be deposited with the City:

- (a) the security shall be deposited by the Developer with the City upon execution of this Agreement and in any event prior to Commencement of Construction;
- (b) the security in respect of the Development Area, shall be in the amount required under Policy Number 61.00:26 of the City of Leduc, attached as Schedule "I" to this Agreement, based on the estimated value of the Municipal Improvements to

be constructed, to secure the performance of the Developer's obligations pursuant to this Agreement;

(c) for purposes of this Section, the estimated cost for the Municipal Improvements shall be determined as follows:

(i) if known at the time that this Agreement is made, as set out in Schedule "J" of this Agreement;

(ii) if unknown at the time that this Agreement is made, where actual tendered costs are available the tendered costs shall be used;

(iii) where actual tendered costs are not available, the Developer's Consultant shall prepare cost estimates which shall be submitted to the Municipality for approval together with all applicable background documentation, and if approved by the Municipality, such cost estimates shall be used; and

(iv) where actual tendered costs are not available, and the Developer and the Developer's Consultant has not provided estimates for the Municipality to approve, the Municipality may establish estimated costs in its sole discretion for the purposes of establishing the required security

23.4 It is understood and agreed by the Developer that the Developer shall, during the currency of this Agreement (including the Maintenance Period for the Municipal Improvements prescribed by this Agreement), maintain in full force and effect all security and liability insurance prescribed herein.

23.5 The security referred to above shall consist of:

(a) an "Irrevocable Letter of Credit" issued by a "Chartered Bank" or the "Treasury Branch", or such other security as may be approved by the solicitors for the City; or

(b) a cash security deposit account;

or combination thereof, in the amount of the security required from time to time as described above; PROVIDED, that all security shall be in terms and form to be approved by the City's solicitors. Provided further that the Developer covenants and agrees that upon the occurrence of a default on the part of the Developer under this Agreement, the City may, at its option and without limiting any of its other remedies, accelerate and require payment in full of the security amount that would otherwise be required for a cash security deposit account, and such obligation shall be secured by the mortgage charge and/or encumbrance.

23.6 Any Irrevocable Letter of Credit provided as security by the Developer shall contain provisions for either:

(a) a covenant by the issuer that if the issuer has not received a release from the City Sixty (60) days prior to the expiry date of the security, then the security shall automatically be renewed, upon the same terms and conditions, for a further period of One (1) year; or

- (b) a right on the part of the City to draw upon the full amount of the Irrevocable Letter of Credit, or any portion thereof, in the event that the City has not received a replacement letter, or confirmation of an extension or renewal of the existing letter, at least Sixty (60) days prior to the expiry of the security.

23.7 Any security or insurance herein required to be deposited by the Developer may be required to be increased or decreased by the City upon written notice to the Developer at any time during the currency of this Agreement if it shall appear to the City in its discretion that the security or insurance deposited is excessive or insufficient in relation to the costs or protection to the City, for which security or insurance has been provided. Without limiting the generality of the foregoing the City may require an increase in security if the Developer has failed to comply with the construction timetable approved under Paragraph 3.5, or if the Developer has been issued a notice of default under Article 21.

23.8 The amount of security to be provided by the Developer to the City may be reduced, in the sole and absolute discretion of the City, acting reasonably in accordance with the City Policy 61.00:26. In any event, upon expiration of the Maintenance Period and after issuance of the Final Acceptance Certificate of all the Municipal Improvements the City shall release the security of the Developer.

23.9 In the event that the City has negotiated, called upon, or otherwise received proceeds from, the security to be deposited by the Developer for any reason contemplated within this Agreement, then the City shall be entitled to hold and apply any such funds as a security deposit in lieu of the original security.

23.10 In the event that the City has negotiated, called upon the security to be deposited by the Developer with the City, the City may, at its option and discretion, use any funds thereby obtained in any manner the City deems fit to discharge the obligations of the Developer pursuant to this Agreement.

ARTICLE 24 DELIVERY OF DOCUMENTS TO THE CITY

24.1. Prior to the issuance of a Construction Completion Certificate for the above ground Municipal Improvements, the Developer shall, in addition to the requirements specified elsewhere in this Article, deliver to the City all other documentation and information relating to the development of the Development Area which the City considers, in its discretion, necessary or desirable for the delivery of municipal services to the Development Area and the Developer agrees that not less than THIRTY (30) days prior to its application for a Construction Completion Certificate for the above ground Municipal Improvements that the Developer shall request from the City a list of all documents and information required by the City.

24.2. Forthwith upon the completion of the construction and installation of the Municipal Improvements and the issuance of a Construction Completion Certificate for the Municipal Improvements by the City, and not later than SIX (6) months following issuance of the Construction Completion Certificate, the Developer shall deliver to the City all inspection and testing records and As-Built Drawings and records, as herein required (and as specified in the Design Standards), in a form and to standards specified by the City which may include paper form, reproducible nylon, videotape, mylar and digital computer records or design, or any other form required by the City. Such As-Built Drawings shall include detailed information on the underground and surface Municipal Improvements constructed for the Development Area for the

City's Asset Management Program, which includes, but is not limited to, such information as length of asphalt, length and size of pipes, fire hydrants, length of sidewalks and multi-way trails, etc.

24.3. Notwithstanding any other provision of this Agreement, the Final Acceptance Certificate shall not be issued until six (6) months have elapsed subsequent to the date of the receipt of the documents required herein, unless otherwise agreed to by the City and provided that the Final Acceptance Certificate shall not be issued prior to the expiration of the Maintenance Period.

ARTICLE 25 COMPLIANCE WITH LAW

25.1. The Developer shall at all times comply with all legislation, regulations and municipal bylaws and resolutions relating to the development of the Development Area by the Developer.

25.2. This Agreement does not constitute approval of any subdivision and is not a development permit, building permit or other permit granted by the City, and it is understood and agreed that the Developer shall obtain all approvals and permits which may be required by the City or any governmental authority.

25.3. Where anything provided for herein cannot lawfully be done without the approval or permission of any authority, person or board, the rights or obligations to do it shall not come into force until such approval or permission is obtained, provided that the parties will do all things necessary by way of application or otherwise in an effort to obtain such approval or permission.

ARTICLE 26 SEVERABILITY

26.1. The parties agree that in the event of one or more of the provisions of this Agreement being subsequently declared invalid unenforceable or contrary to law by a court or other binding authority then the same shall be severed and the remainder of this Agreement shall be full force and effect.

ARTICLE 27 LAW OF ALBERTA APPLICABLE

27.1. The validity and interpretation of this Agreement and of each part hereof shall be governed by the laws of the Province of Alberta.

ARTICLE 28 FURTHER ASSURANCES

28.1. The Parties to this Agreement shall execute and deliver all further documents and assurances necessary to give effect to this Agreement and to discharge the respective obligations of the parties.

ARTICLE 29 WAIVER

29.1. A waiver by either party hereto of the strict performance by the other of any covenant or provision of this Agreement shall not, of itself, constitute a waiver of any subsequent breach of such covenant or provision or any other covenant or provision of this Agreement.

ARTICLE 30 NOTICES

30.1. Any notice, demand or request to be given pursuant to this Agreement shall be made in writing and sent by registered mail or by personal delivery to the address stated below.

To the City:

The City of Leduc
#1 Alexandra Park
Leduc, AB T9E 4C4

Attention: Director, Planning and Development

To the Developer:

Attention: _____

Provided, however, that such address may be changed upon TEN (10) days notice. Further, if a notice is sent by registered mail, it is deemed to have been received at the expiry of SEVEN (7) business days following the date of mailing, or if by personal delivery, at the time the notice was delivered. In the event that a notice is to be served at a time when there is an actual or anticipated interpretation of mail service affecting the delivery of such mail, any notice permitted or required to be given shall be made by personal delivery.

ARTICLE 31 ADDITIONAL PROVISIONS

31.1. The Parties covenants and agrees that in addition to the provisions contained in the text of this Agreement, the Parties shall be bound by the additional provisions found in Schedule "K" of this Agreement to the same extent as if the provisions of Schedule "K" were contained in the text of this Agreement.

ARTICLE 32 CAVEATS

32.1. The Developer acknowledges and agrees that upon execution of this Agreement that the City shall be at liberty, pursuant to the *Municipal Government Act*, R.S.A. 2000, c. M-26 as amended, to file at the Land Titles Office for the North Alberta Land Registration District a caveat against the Development Area and against the undeveloped portion of the Lands described in Schedule "A" for purposes of protecting the City's interests and rights pursuant to this Agreement. Such caveat shall be discharged at the City's discretion but will occur no later than the issuance of all Final Acceptance Certificates required for the Development Area.

ARTICLE 33 NON-ASSIGNABILITY OF AGREEMENT

33.1. The Developer shall not assign this Agreement without the express written approval of the City. Such approval shall be subject to Paragraph 33.2 and may be withheld by the City in its sole discretion. This Agreement shall enure to the benefit of, and shall remain binding upon the Developer (jointly and severally, where multiple parties comprising the Developer), the heirs, executors, administrators, attorney under a power of attorney, and other personal representatives of all individual parties and their respective estates and shall enure to the benefit of, and shall remain binding upon, all successors and assigns (if and when assignment permitted herein) of all corporate parties.

33.2. It is understood between the City and the Developer that any assignment of this Agreement to which the City consents shall not be permitted unless and until:

- a) the proposed assignee enters into a further agreement with the City whereby such assignee undertakes to assume and perform all of the obligations and responsibilities of the Developer as set forth in this Agreement; and
- b) the proposed assignee has deposited with the City all insurance and security as required by the terms of this Agreement.

ARTICLE 34 TIME OF THE ESSENCE

34.1. Time shall in all respects be of the essence in this Agreement.

ARTICLE 35 LEGAL AND ENGINEERING COSTS

35.1 The Developer shall be responsible for, and within THIRTY (30) days of the presentation of an account, paying to the City all external legal and engineering costs, fees, expenses and disbursements incurred by the City through its solicitors and engineers for all services rendered in connection with the preparation, fulfillment, execution and enforcement of this Agreement.

ARTICLE 36 GRANTS

36.1 Providing that the Developer is not in default of any of the provisions of this Agreement or any condition of subdivision approval:

- (a) the City shall, at the request of the Developer, deliver to Alberta Environmental Protection any confirmations or undertakings reasonably required (and in respect of which the City can attest) in order for the Developer to obtain any necessary permits and licenses from Alberta Environmental Protection; and
- (b) the City may apply for grant money for construction of the Municipal Improvements. However, it is expressly understood and agreed that:
 - (i) the City has made no representations to the Developer whatsoever, regarding the availability of any grant monies or the qualification of the Municipal Improvements for any grant monies;

- (ii) the City shall not be liable to the Developer, nor shall the Developer's liability hereunder be affected if any grant monies are not received by the City; and
- (iii) although the City will work with the Developer to obtain grants for the Municipal Improvements, the City need not apply for such grants if they will negatively impact grants for other City related projects.

ARTICLE 37 FORCE MAJEURE

37.1 In the event that either party is rendered unable wholly, or in part, by force majeure to carry out its obligations under this Agreement, other than its obligations to make payments of money due hereunder, such party shall give written notice to the other party stating full particulars of such force majeure. The obligation of the party giving such notice shall be suspended during the duration of the delay resulting from such force majeure, to a maximum of ONE HUNDRED AND EIGHTY (180) days. The term "force majeure" shall mean acts of God, strikes, lockouts or other industrial disturbances of a general nature affecting an industry critical to the performance of the Work, acts of the Queen's enemies, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of rulers and people, civil disturbances, explosions, inability with reasonable diligence to obtain materials and any other cause not within the control of the party claiming a suspension, which, by the exercise of due diligence, such party shall not have been able to avoid or overcome; provided however, the term "force majeure" does not include a lack of financial resources or available funds or similar financial predicament or economic circumstances or any other event, the occurrence or existence of which is due to the financial inability of a party to pay any amount that a prudent and financially sound entity in similar circumstances would reasonably be expected to pay to avoid or discontinue such event.

ARTICLE 38 INTERPRETATION

38.1. The headings in this Agreement are for convenience only and not intended to affect the interpretation of this Agreement.

38.2. Words imparting the singular number only shall include the plural and vice versa. A reference to any gender includes reference to all other genders. Words imparting persons shall include corporations.

ARTICLE 39 EXECUTION OF AGREEMENT

39.1. The Developer hereby acknowledges that it is hereby executing this Agreement having been given the full opportunity to review the same and seek proper and independent legal advice and that the Developer is executing this Agreement freely and voluntarily and of its own accord without any duress or coercion whatsoever, and that the Developer is fully aware of the terms, conditions and covenants contained herein and the legal effects thereof.

IN WITNESS WHEREOF the parties hereto have affixed their corporate seals, duly attested by the hands of their respective proper officers in that behalf, effective on the day and year first above written.

CITY OF LEDUC

(corporate seal)

[DEVELOPER]

(corporate seal)

LIST OF SCHEDULES

Schedule "A"	Description of the Lands
Schedule "B"	Development Area
Schedule "C"	Subdivision Approval/Development Permit
Schedule "D"	Municipal Improvements
Schedule "E"	General Design Standards "E1" Minimum Engineering Design Standards "E2" Landscape Design Standards "E3" Integrated Pest Management Policy "E4" Community Mailboxes Standards
Schedule "F"	Restrictive Covenant - Common Fencing
Schedule "G"	Recreation Contribution Policy
Schedule "H"	Oversizing Costs and Levies
Schedule "I"	Letter of Credit Policy Schedule "A" Cost Estimates for Municipal Improvements Format Schedule "B" Municipal Improvements
Schedule "J"	Security
Schedule "K"	Additional Provisions
Schedule "L"	Subdivision and Development Process Checklist

SCHEDULE "A"

DESCRIPTION OF THE LANDS

SCHEDULE "B"

DEVELOPMENT AREA

SCHEDULE "C"

SUBDIVISION APPROVAL/DEVELOPMENT PERMIT

SCHEDULE "D"

MUNICIPAL IMPROVEMENTS

Subject to confirmation from the City with respect to either the current existence of any of the following satisfactory to the City, or confirmation that the City has assumed responsibility to initially construct and install them, municipal Improvements shall mean and include the following to be constructed in and adjacent to the Development Area.

- (a) all sanitary sewer systems including holding tanks, service lines, man holes, mains, lift stations and appurtenances;
- (b) All drainage systems, including storm sewers, storm sewer connections, pumping stations, provisions for weeping tile flow where a high water table or other subsurface conditions cause continuous flow in the weeping tile, storm retention ponds, catch basins, catch basin leads, man holes and associated works, all as and where required by the City;
- (c) All water wells, pumps and lines, including all fittings, valves, and hydrants and looping as required by the City, in order to safeguard and ensure the continuous and safe supply of water in the Development Area;
- (d) All concrete curbs and gutters, sidewalks and sub-grade, base gravel and base asphalt and all surface asphalt;
- (e) All lighting systems for streets, walkways, parking areas and Public Properties as and where required by the City;
- (f) Such electrical conduit as may be required by the City for the installation of traffic control signals and traffic control devices;
- (g) All traffic signs, street signs, development identification signs, zoning signs, and directional signs, berming and noise attenuation devices all as and where required by the City;
- (h) Subject to subsection (i) below, all walkway systems and Landscaping on both private property and public property which are to be constructed and installed to the satisfaction of the City, and in accordance with the approved landscaping plans;
- (i) All walkway systems and Landscaping on boulevards adjacent to separate sidewalks which are to be constructed and installed to the satisfaction of the City, and in accordance with the approved landscaping plans;
- (j) Such construction or development of roads, including lanes, as may be required by the City; and shall include, but in no manner be limited to, a second or temporary access for construction, emergency and vehicular traffic from the Development Area;
- (k) The restoration of all Public Properties to the City's satisfaction which are disturbed or damaged in the course of the Developer's work;
- (l) All open space site amenities and playgrounds, including landscaping and playground equipment, on public lands which are to be constructed and installed to the satisfaction of the City, and in accordance with the approved landscaping plans;
- (m) The relocation, to the City's satisfaction, of all existing utilities and Municipal Improvements as required by the City as a result of the installation and construction of the Franchise Utilities and Municipal Improvements pursuant to this Agreement;
- (n) The establishment, or re-establishment, of any survey monuments or iron posts (including pins on individual lots) as and where and when required by the City throughout and adjacent to the Development Area;
- (o) Public information signs, of a size and location to be approved by the City, and to contain such public information regarding the completion of services and the completion

of the construction of other facilities as may be required by the City in order to provide proper and complete and up to date information to proposed purchasers and residents within the Development Area;

- (p) Major entrance features shall be located either on an added dedication to the required road right-of-way or on private property. The required dedication shall be defined at the time the Plan of Subdivision for the development is submitted for approval. Any major entrance feature located on private property shall require the registration of an easement to provide for maintenance access to the feature. The easement shall be to the satisfaction of the City;
- (q) Such Common Fencing, such as noise attenuation or screening, of either permanent or temporary, and of a standard and design satisfactory to the City, all of which is to be constructed and located to the satisfaction of the City; and
- (r) All utilities including electricity, natural gas, cable television and telephone. Such utilities to be provided in a location and a standard to be approved by the appropriate utility company and the City.

SCHEDULE "E"

GENERAL DESIGN STANDARDS

"E1" MINIMUM ENGINEERING DESIGN STANDARDS

"E2" LANDSCAPING DESIGN STANDARDS

"E3" INTEGRATED PEST MANAGEMENT POLICY

"E4" COMMUNITY MAILBOXES STANDARDS

SCHEDULE "F"

RESTRICTIVE COVENANT – COMMON FENCING

SCHEDULE "G"

RECREATION CONTRIBUTION POLICY

SCHEDULE "H"

OVERSIZING COSTS AND LEVIES

SCHEDULE "I"

LETTER OF CREDIT POLICY

SCHEDULE "J"

SECURITY

1. For purposes of calculating the security required to be deposited by the Developer pursuant to Article 23 of the City of Leduc Standard Development Agreement, and subject to the provisions below, the cost estimates for the construction and installation of the Municipal Improvements are as follows:

<u>Underground Improvements</u>	
Water Distribution System	\$
Storm Sewer System	\$
Sanitary Sewer System	\$
Engineering (15%) and Contingency (10%)	\$ _____
Underground Subtotal	\$
 <u>Surface Improvements</u>	
Earthworks and Grading	\$
Mono Sidewalk, Curb and Gutter	\$
Granular Base	\$
Asphalt - CCC	\$
Asphalt - Final Lift	\$
Separate Sidewalk	\$
Signage	\$
Noise Attenuation Fencing	
Multiway - Structure and Asphalt	\$
Engineering (15%) and Contingency (10%)	\$ _____
Above Ground Subtotal	\$
 <u>Landscaping Improvements</u>	
Turf and Trees for Public Open Spaces (including Municipal Reserve, PUL's, Walkways, Arterial Roads, Collector Roads Storm Retention Ponds)	\$
Turf and Trees for Boulevards Adjacent to Separate Sidewalks	\$
Site Amenities for Public Open Spaces and Playground Equipment	\$
Common Fencing - excluding Noise Attenuation	\$ _____
Landscaping Subtotal	\$
 Shallow Bury Utilities/Franchise Utilities Subtotal	 \$
 Total Value of all Municipal Improvements & Services	 \$
 Total Value of Security required for Municipal Improvements @ ___%	 \$
 Total Value of Other Security Required	 \$
 Total Value of Security Required	 \$

2. The Parties hereby represent, warrant, covenant and agree that all of the costs for the construction and installation of the Municipal Improvements for the Development Area, as set out above, are estimates, and as such shall in no way limit or restrict the Developer's responsibility under the Development Agreement, nor in any way whatsoever establish or otherwise suggest a maximum amount of the Developer's obligations under the Development Agreement.
3. Where estimates are not available as at the date of the Development Agreement, the Developer shall provide such estimates as contemplated within Article 23 of the Agreement, and the amount of the security shall be established by the City at that time.
4. In the event that any of the actual or tendered costs for the construction and installation of the Municipal Improvements for the Development Area are higher or lower than as estimated above, the security to be provided by the Developer shall be adjusted in accordance with Article 23 of the Development Agreement so as to be based upon those actual or tendered costs.

SCHEDULE "K"

ADDITIONAL PROVISIONS

SCHEDULE "L"

SUBDIVISION/DEVELOPMENT PROCESS & CHECKLIST

Without restricting in any manner whatsoever the terms, covenants, conditions and requirements of this Agreement, the subdivision and/or development contemplated within this Agreement shall proceed in the following manner, and subject to the satisfaction of the following requirements:

A. Process 1 – Information

1. Inspection/Review Fees – prior to commencing any inspections or review of the Developer's Plans or other information, the Developer shall deliver to the City the required inspection and/or review fees (**Reference Paragraph 18.2**).
2. Plans – the Developer shall submit to the City all Plans requested or otherwise required by the City to show the Municipal Improvements to be constructed and installed by the Developer, which shall be prepared in accordance with the terms of this Agreement (**Reference Articles 3, 4, 11, 14 and 15**).
3. Additional Information – the Developer shall assemble and submit to the City such additional information or documentation as may be required by the City to review and assess the Developer's Plans, or otherwise carry out the provisions of this Agreement including, without restriction, the Developer's construction timetable (**Reference Articles 3, 4, 6, 7, 8, 12, 14 and 15**).

B. Process 2 – Approvals

1. Alberta Infrastructure and Transportation – where applicable, must be received and confirmed in writing.
2. Alberta Environment – where applicable, must be received and confirmed in writing.
3. Plan Approval – subject always to the receipt of the foregoing, the City may approve final Plans prepared and submitted by the Developer or the Developer's Consultant.
4. Federal licenses, certifications or approvals – where applicable, must be received and confirmed in writing.

Subject to the balance of the provisions of this Agreement, upon approval of all applicable Plans by the City, the Developer may proceed with Plan of Subdivision endorsement and/or Commencement of Construction as contemplated within this Schedule and this Agreement.

C. Process 3 – Endorsement/Registration and Commencement of Construction

1. Checklist – prior to endorsement and registration of any Plan of Subdivision, upon execution of this Agreement, or the Commencement of Construction of any Municipal Improvements or other improvements upon or within the Development Area by the Developer, the Developer shall provide and/or the City shall confirm the following:

- Rezoning** - receipt/confirmation of rezoning, if applicable (**Reference Paragraph 2.4(a)**);

- LUB Amendments** - receipt/confirmation of amendments to Land Use Bylaw, if applicable (**Reference Paragraph 2.4(b)**);
- Statutory Plans/Amendments** - receipt/confirmation of passage of any statutory plans or amendments, if applicable (**Reference Paragraph 2.4(c)**);
- Provincial Approvals** - receipt/confirmation of approvals of:
 - Alberta Infrastructure and Transportation;
 - Alberta Environment; and
 - any other Provincial Department, as applicable;**(Reference Paragraph 2.4(d))**;
- Conditions** – receipt/confirmation of satisfaction of all conditions contained within the applicable subdivision approval or development permit (**Reference Paragraph 2.4(f)**);
- Plan Approval** - receipt of final approved Plans (**Reference Paragraph 2.4(e)**);
- Registered owner** – confirmation that the registered owner of the lands is the Developer (**Reference Paragraph 2.4(g)**);
- Construction Timetable** - receipt/confirmation of Developer's construction timetable, if applicable (**Reference Paragraph 3.7**);
- Franchise Utilities** - confirmation of commitments to install electrical power, natural gas, and telephone services within and to the Development Area including, without restriction, confirmation of payment of costs of utility providers (**Reference Article 6**):
 - Electrical Power;
 - Natural Gas; and
 - Telephone.
- Utility Easements/Instruments** - receipt/confirmation of all utility easements and other instruments (**Reference Article 12**), comprised of:
 - Receipt of executed instruments; and
 - Receipt of either:
 - (a) confirmation of registration of all registerable instruments at the Land Titles Office; or
 - (b) confirmation of registration requirement upon or within Plan of Subdivision endorsement, or written solicitor's undertaking to complete registration concurrent with Plan of Subdivision;
 in priority to any and all financial encumbrances whatsoever;
- Oversizing/Shared Costs** - payment of oversizing/shared costs contribution (**Reference Article 17 and Schedule "K"**);
- Oversized Municipal Improvements** - confirmation of oversizing to be constructed by Developer (**Reference Article 17 and Schedule "H"**);
- Off-Site Levies** - payment of Off-Site Levies (**Reference Article 18 and Schedule "H"**), or receipt of separate security for any deferred payment of Off-Site Levies;
- Inspection/Review/Approval Fees** - payment of all Inspection/Review/Approval Fees not collected prior to review and approval of Plans (**Reference Article 18 and Schedule "H"**);
- HPN Survey Monuments** - payment of fees for survey monuments and receipt/confirmation of security (**Reference Paragraph 18.4**);
- Insurance** - receipt/confirmation of all required insurance coverage, additional insured notations, riders, and additional terms (**Reference Article 23**);
- Security** - receipt/confirmation of all required security (**Reference Article 23**); and
- Caveat** - receipt of either:
 - (a) confirmation of registration of Caveat Re: Development Agreement at the Land Titles Office; or

(b) confirmation of registration requirement upon or within Plan of Subdivision endorsement, or written solicitor's undertaking to complete registration concurrent with Plan of Subdivision;
in priority to any and all financial encumbrances whatsoever.

2. Public Property – prior to the Commencement of Construction of any Municipal Improvements or other improvements upon or within or upon any Public Properties by the Developer, the Developer shall provide and/or the City shall confirm the items referenced within **Article 11**.

D. Process 4 – Inspections & Certificates

1. Pre-Occupancy Checklist - prior to occupancy of the Development Area, the Developer shall provide and/or the City shall confirm the following, at minimum:

- Operational water** – confirm that water service is operational (for fire protection) prior to issuance of building permits or development permits for buildings on lots (**Reference Paragraph 5.13**);
- Essential Services** – confirm that all Essential Services have been installed and rendered operative in any part of the Development Area, except as otherwise permitted in writing by the City (**Reference Paragraph 5.13**);
- Satisfactory test results** – receipt/confirmation of all required test results, including: t.v. camera video inspection of all storm and sanitary sewer lines;
- Backfill** - inspect backfill prior to issuance of a Completion Construction Certificate or receive/confirm appropriate security if weather conditions preclude adequate consolidation and inspection prior to occupancy (**Reference Paragraph 4.9(e)**).

2. Developer Notice – receipt/confirmation of Developer written claim that the Municipal Improvements for the Development Area have been constructed and installed in accordance with the requirements of this Agreement (**Reference Paragraph 9.2**).

3. City Notice - within Forty-Five (45) days of receipt of Developer Notice, Municipal notice to the Developer in writing of: acceptance (by the issuance of a Construction Completion Certificate), rejection of the Municipal Improvements, or inability to inspect (**Reference Paragraphs 9.3 and 9.4**).

4. Pre-Completion Certificate Checklist – prior to acceptance by the City of the Municipal Improvements and prior to issuance of Construction Completion Certificates, the Developer shall provide and/or the City shall confirm the following:

- Consultant's statement** – receipt of Developer's Consultant statement under seal confirming: adequate periodic inspection services and completion of work in a good and workmanlike manner and in accordance with the Plans, accepted engineering and construction practices, and the Design Standards (**Reference Paragraph 5.11**);
- Satisfactory test results** – receipt of all required test results, including: t.v. camera video inspection of all storm and sanitary sewer lines installed and constructed by the Developer;
- Backfill** - inspect backfill prior to issuance of an Initial Acceptance Certificate or receive/confirm appropriate security if weather conditions preclude adequate consolidation and inspection prior to occupancy. (**Reference Paragraph 4.9(e)**);

- Registration** - receipt/confirmation that all easements, utility rights-of-way and restrictive covenants have been registered in a form acceptable to the City (**Reference Paragraph 9.1(d)**);
- Public Properties** – confirm that all Public Properties which have been disturbed or damaged have been fully restored by the Developer (**Reference Paragraph 9.1(e)**);
- Suitability** – confirm that the Municipal Improvement is suitable for the purpose intended (**Reference Paragraph 9.1(f)**);
- Manuals** - receipt/confirmation of any applicable operation plans, operation manuals or maintenance manuals, for the Municipal Improvements having special operation or maintenance requirements (**Reference Paragraph 9.1(g)**).

5. Construction Completion Certificate and Maintenance Period – upon the issuance of a Construction Completion Certificate, the City assumes normal operation and maintenance (excluding repairs or matters arising from inadequate or deficient design or construction) of the Municipal Improvements excluding Landscaping, fencing and facilities owned by private utility companies (**Reference Paragraph 9.15**) and the Maintenance Period shall commence (**Reference Paragraph 10.1**).

6. Developer Notice – receipt/confirmation of Developer written notice, not more than Sixty (60) days nor less than Forty-Five (45) days prior to expiration of any Maintenance Period, of expiration of the Maintenance Period and request of Final Acceptance of Municipal Improvements. The Developer's notice shall be accompanied by a list of any deficiencies (**Reference Paragraph 9.8**).

7. City Notice or Final Acceptance Certificate - within FORTY FIVE (45) days of receipt of Developer Notice, Municipal notice to the Developer in writing of: deficiencies (ordinary wear and tear excepted) in relation to the Municipal Improvements, or inability to inspect (**Reference Paragraphs 9.9 and 9.4**). The City will issue the Final Acceptance Certificate (**Reference Paragraphs 9.11 and 10.6**), if:

- Inspection** - no deficiencies exist upon inspection (**Reference Paragraph 9.11**);
- Payment of Final Clean Costs** - the Developer has paid the City's costs and expenses of the final cleaning and the removal of obstructions immediately prior to the issuance of the Final Acceptance Certificate (**Reference Paragraph 10.5**); and
- Notice of oversizing costs** - the Developer has provided the City with the details of the costs of oversizing or extension of the Municipal Improvements that accommodate future development on land adjacent to the Development Area and in other benefiting areas for approval by the City (**Reference Paragraph 17.7**).

E. Process 5 – Cost Recoveries & Deferred Contributions

1. Levies Cost Recovery and Deferred Contribution - if levies have been deferred by agreement, then payment of 50% of levies upon execution of Agreement and upon One (1) year following the date of the execution of this Agreement, the City may demand and the Developer shall pay the remaining 50% of levies (**Reference Paragraphs 18.1**); alternatively, these costs may be collected at the development permit stage (**Reference Paragraph 18.1**).

2. Oversizing Cost Recovery and Deferred Contribution - if oversizing costs have been deferred by agreement until completion of the works or some other agreed upon event, then upon completion or the event occurring, the City may demand and the Developer shall pay its proportionate share of the costs that the Developer agreed to pay on a deferred basis, plus

interest (**Reference Paragraphs 17.1 and 19.1**); alternatively, these costs may be collected at the development permit stage (**Reference Paragraph 17.1**).

3. Endeavour to Assist - the City shall make it a term of any Development Agreement between the City and owners of any future benefiting developments that such owners pay their proportionate share of such shared costs to the Developer and shall require payment of the same by such owners as a condition of the use of the Municipal Improvements or as a condition of the approval of any development applications (**Reference Paragraph 17.6**).

4. Municipal Notice of Benefiting Development - in the event any land adjacent to the Development Area, and other benefiting areas which may benefit from the Municipal Improvements oversized or extended by the Developer, is intended to be developed and the City is advised of any such development, the City will use best efforts to notify the Developer in writing of the intended development (**Reference Paragraph 17.8**).

5. Developer Notice of Claim – upon receipt of notice of intended development being sent by the City, the Developer shall notify the City in writing of any claims it has in writing under this Agreement for recovery of shared costs with detailed calculations setting out the amount claimed by the Developer, plus interest (**Reference Paragraphs 17.8 and 17.9**).

F. Process 6 – Final Release of Security

1. Checklist for Reduction of Security or Insurance - prior to reduction of the amount of security and/or insurance to be provided by the Developer to the City, the Developer shall provide and/or the City shall confirm the following:

- Respecting Construction Completion for Municipal Improvements** - receipt/confirmation of a Construction Completion Certificate or Final Acceptance Certificate, provided that prior to the issuance of Final Acceptance Certificates for all of the Municipal Improvements, the City shall retain and release security in accordance with City policy (**Reference Paragraph 23.8**);
- Deferred Cost Recovery** – security taken for deferred cost recovery (e.g. for oversizing, levies, or fees) shall not be released until all of those costs have been paid (plus interest) by the Developer in accordance with the agreement for deferral (**Reference Paragraphs 17.1, 18.1, and Schedule “H”**)
- Charge Against Land** - the charge, mortgage, and encumbrance registered against the Developer’s Lands will not be discharged until all of the Developer’s obligations under this Agreement, including all deferred obligations or payments, have been completed (**Reference Paragraph 20.2**).

DATE: November 18, 2018

MEETING DATE: December 3, 2018

SUBMITTED BY: Jennifer Cannon, Director Finance

PREPARED BY: Rhonda Loewen, Lead Revenue Services

REPORT TITLE: Bylaw 1006-2018 – Fees 2019 Bylaw, Second and Third Reading

REPORT NUMBER: 2018-CR-128

BYLAW 1006-2018 – FEES 2019 BYLAW – SECOND AND THIRD READING

To consider Second and Third reading of Bylaw 1006-2018, the Fees 2019 Bylaw.

RECOMMENDATION

1. That Council amend Bylaw No. 1006-2018 as follows:

(a) In Part III: Planning and Infrastructure, delete section 6(2) in its entirety and replace with the following:

(2) Overstrength charges - overstrength charges are collected by multiplying the amount specified as the charge by the number of cubic meters of sewage that exceeds concentration indicated for that matter:

(a) Biochemical Oxygen Demand Overstrength charge applies above 300 mg/l	\$0.3134 / kg
(b) Chemical Oxygen Demand Overstrength charge applies above 600 mg/l (or twice the B.O.D. concentration of sewage, whichever is greater)	\$0.3134 / kg
(c) Oil & Grease Overstrength charge applies above 100 mg/l	\$0.2796 / kg
(d) Phosphorus Overstrength charge applies above 10 mg/l	\$12.8519 / kg
(e) Suspended Solids Overstrength charge applies above 300 mg/l	\$0.2745 / kg
(f) Total Kjeldahl Nitrogen Overstrength charge applies above 50 mg/l	\$1.9778 / kg

2. That Council give Bylaw No. 1006-2018 Second Reading as amended.

3. That Council give Bylaw No. 1006-2018 Third Reading as amended.

BACKGROUND

KEY ISSUE(S) / CONTEXT:

The Fees Bylaw sets product and service pricing for the corporation legislatively and assists Administration in communicating this pricing to the public. The Bylaw aids Administration and Council when considering fees and charges as part of the annual municipal budget and business planning process.

Over-strength flow-through charges were provided to the City by the Alberta Capital Region Wastewater Commission on November 16, 2018. These fee changes have been added as they were missing from the first reading.

If Council is satisfied that all amendments are accurately reflected in the Bylaw and no further amendments are necessary, Administration recommends Second and Third Reading of Bylaw 1006-2018 at this time, to allow sufficient time to ensure that rate changes are in place on January 1, 2019.

LEGISLATION AND/OR POLICY:

The Municipal Government Act provides broad authority for municipalities to set fees for service. Some of these fees must be passed by bylaw, for example, business licence fees.

Section 7(f) of the Municipal Government Act provides broad authority to pass bylaw for "services provided by or on behalf of the municipality". There is specific authority to set fees respecting services provided pursuant to the Freedom of Information and Protection of Privacy Act (F-25).

IMPLICATIONS OF RECOMMENDATION

ORGANIZATIONAL:

The organizational implications will be to any affected business units, as they will need to update their new rates for 2019.

FINANCIAL:

Fees and charges are to be reviewed and updated as part of the annual budgeting and business planning process. The proposed fees are reflected in the 2019 municipal operating budget. Failure to adopt the new bylaw will result in misstated revenues in the 2019 budget.

POLICY:

No policy implications.

LEGAL:

Bylaw 1006-2018, the Fees 2019 Bylaw, effectively repeals the existing bylaw. Should this bylaw not be approved, the existing Fees and Charges 2018 Bylaw will remain in force. By passing these fees in the bylaw, no fee for a service contemplated by the bylaw may be charged except as authorized by the bylaw. This reduces the risk of unapproved fees and charges being used by the City. It does reduce flexibility for some business units, as they cannot reduce fees without the express authority to do so in the bylaw.

IMPLEMENTATION / COMMUNICATIONS:

Rate changes will be implemented on January 1, 2019. Approval of the bylaw will be communicated internally to business units by the Finance Department. Arrangements to have the new bylaw posted to the City of Leduc website will be made by the Office of the City Clerk.

ALTERNATIVES:

1. That Council defeats Bylaw No. 1006-2018.

ATTACHED REPORTS / DOCUMENTS:

1. 2019 Fee Changes
2. Fee Bylaw No. 1006-2018

Others Who Have Reviewed the Report

P. Benedetto, City Manager / B. Loewen, City Solicitor / I. Sasyniuk, General Manager, Corporate Services / D. Melvie, General Manager, Community & Protective Services / K. Woitt, Acting General Manager, Infrastructure & Planning / J. Cannon, Director, Finance



2019 Fee Changes

<i>Part III: Planning and Infrastructure</i>	2019 Charge	2018 Charge	Unit/Per	% Change from 2018
Overstrength charges - overstrength charges are collected by multiplying the amount specified as the charge by the number of cubic meters of sewage that exceeds concentration indicated for that matter:				
a Biochemical Oxygen Demand Overstrength charge applies above 300 mg/l	\$0.3134	\$0.3131	per kg	0%
b Chemical Oxygen Demand Overstrength charge applies above 600 mg/l (or twice the B.O.D. concentration of sewage, whichever is greater)	\$0.3134	\$0.3131	per kg	0%
c Oil & Grease Overstrength charge applies above 100 mg/l	\$0.2796	\$0.2796	per kg	0%
d Phosphorus Overstrength charge applies above 10 mg/l	\$12.8519	\$9.8385	per kg	31%
e Suspended Solids Overstrength charge applies above 300 mg/l	\$0.2745	\$0.2705	per kg	1%
f Total Kjeldahl Nitrogen Overstrength charge applies above 50 mg/l	\$1.9778	\$1.7592	per kg	12%

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A BYLAW OF THE CITY OF LEDUC IN THE PROVINCE OF ALBERTA, TO ESTABLISH FEES AND RATES FOR SERVICES PROVIDED BY THE MUNICIPALITY.

WHEREAS: Pursuant to section 7 of the *Municipal Government Act*, R.S.A. 2000, Chapter M-26, a Council may pass bylaws for municipal purposes respecting the following matters:

- (a) people, activities and things in, on or near a public place or place that is open to the public; and
- (b) services provided by or on behalf of the municipality;

AND: Pursuant to section 8 of the *Municipal Government Act*, R.S.A. 2000, Chapter M-26, a Council may pass bylaws for municipal purposes respecting the following matters:

- (a) provide for a system of licences, permits or approvals, including any or all of the following:
 - i) establishing fees for licences, permits and approvals, including fees for licenses, permits and approvals that may be in the nature of a reasonable tax for the activity authorized or for the purpose of raising revenue;
 - ii) establishing fees for licences, permits and approvals that are higher for persons or businesses who do not reside or maintain a place of business in the municipality.

THEREFORE: The Council of the City of Leduc in the Province of Alberta duly assembled, hereby enacts as follows:

PART I: TITLE AND PURPOSE

1. That this Bylaw may be cited as the "Fees 2019 Bylaw" or "Fees Bylaw".
2. The purpose of this bylaw is to establish fees that must be charged for the licenses, permits and approvals provided by the City.



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PART II: DEFINITIONS

3. In this bylaw, unless the context otherwise requires:
- a) **"City"** means the municipal corporation of the City of Leduc;
 - b) **"City Manager"** means the chief administrative officer of the City;
 - c) **"Council"** means the municipal council of the City;

PART III: PLANNING AND INFRASTRUCTURE

ENGINEERING AND PUBLIC SERVICES

4. The following user fee charges are established in accordance with Section 15 of Waste Bylaw No. 800-2012:

(1) Base Rate per month, or any portion thereof, to be levied against each Residential Dwelling	\$22.50
(2) Additional cart rental and curbside collection - per month (minimum 6 month term)	
(a) Waste Cart	\$12.00
(b) Organics Cart	\$8.00
(3) Eco Station-Bagged Waste Fee – per visit	
(a) First bag	\$0.00
(b) Additional bags – per bag	\$2.00
(4) Lost or Damaged Cart	\$60.00
(5) Cart Delivery Fee	\$25.50

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5. The following fees, rates and other charges are established in accordance with Section 11 of the Water Bylaw No. 738-2010:

- | | |
|---|---|
| (1) Account Initiation Fee | \$25.00 |
| (2) Administrative fee for transferring unpaid utility arrears to property taxes | \$35.00 |
| (3) Reconnection Fee | |
| (a) Monday - Friday, 7:00 a.m. to 4:30 p.m. (regular business hours) | \$50.00 |
| (b) Anytime other than listed in (a) | \$100.00 |
| (4) Callout Charge | |
| (a) Callback charge for water meter installation or repair | \$50.00 Admin Fee for re-booking a missed appointment |
| (5) Application for new service connection (by meter size) | |
| (a) 15mm (5/8") | \$350.00 |
| (b) 20mm (3/4") | \$365.00 |
| (c) 25mm (1") | \$410.00 |
| (d) 40mm (1.5") | \$1,400.00 |
| (e) 50mm (2") | \$1,605.00 |
| (f) 75mm (3") | \$2,005.00 |
| (g) 100mm (4") | \$3,295.00 |
| (h) 150mm (6") | \$5,460.00 |
| (6) Meter Testing Charge | \$150.00 |
| (7) Hydrant Maintenance (Privately Owned Hydrants) | |
| (a) Hydrant Inspection | \$100.00/inspection |
| (Any inspection/test performed on a hydrant that is not registered with the City of Leduc's Public Services Department) | |

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- | | |
|--|---|
| (b) Hydrant Checks (Spring/Fall) | \$50.00/check |
| (A routine inspection on a hydrant that has been registered with the City of Leduc's Public Services Department) | |
| (c) Hydrant Repair | \$150.00 per hour
plus cost of materials used
and 5% administration fee |
| (8) Sale of Bulk Water/Grass Meter Accounts | |
| (a) Meter Rental Fee | \$50.00 |
| (b) Rate per cubic meter | \$2.82 |
| (c) Bulk Water Hydrant Meter Deposit | \$500.00 |
| (9) Residential Water Consumption Charge per Cubic Meter | \$2.47 |
| (10) Residential Fixed Monthly Service Charge | \$9.84 |
| (11) Non-Residential Water Consumption Charge per Cubic Meter | \$2.47 |
| (12) Non-Residential Fixed Monthly Service Charge – Based on Meter Size | |
| (a) 15mm (5/8") | \$9.84 |
| (b) 20mm (3/4") | \$12.30 |
| (c) 25mm (1") | \$22.20 |
| (d) 40mm (1.5") | \$48.10 |
| (e) 50mm (2") | \$82.90 |
| (f) 75mm (3") | \$184.15 |
| (g) 100mm (4") | \$326.30 |
| (13) The following Utility Security Deposits for Non-Owners are established in accordance with Section 41 of the Water Bylaw No. 738-2010: | |
| (a) 15mm (5/8") to 20mm (3/4")* | \$225.00 |
| (b) 15mm (5/8") to 20mm (3/4") ** | \$350.00 |
| (c) 15mm (5/8") to 20mm (3/4") *** | \$500.00 |
| (d) 25mm (1") | \$600.00 |

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(e) 40mm (1.5")	\$1,100.00
(f) 50mm (2")	\$1,500.00
(g) 75mm (3")	\$2,500.00
(h) 100mm (4") or greater	\$5,000.00

Notes:

- * Upon application (with no previous disconnection warning notices).
- ** After receipt of first disconnection warning notice.
- *** After receiving second disconnection warning notice.

(14) Late Payment Charge

- (a) 2.5% charge applied on all overdue water fees and charges.

6. The following fees, rates and charges levied on all lands served by or connected to the sewage system of the City, are established in accordance with Section 7.2 of the Sewers Bylaw No. 798-2012:

- (1) Wastewater charges are based on a minimum fixed charge plus a metered water consumption charge for all customers including but not limited to Residential (single family, apartments, condominiums, mobile home parks), Commercial and Industrial Customers.

(a) Fixed Charge	\$8.40/month
(b) Consumption Charge	\$1.66/m ³

- (2) Overstrength charges - overstrength charges are collected by multiplying the amount specified as the charge by the number of cubic meters of sewage that exceeds concentration indicated for that matter:

(a) Biochemical Oxygen Demand	
Overstrength charge applies above 300 mg/l	\$0.3134 / kg
(b) Chemical Oxygen Demand	
Overstrength charge applies above 600 mg/l (or twice the B.O.D. concentration of sewage, whichever is greater)	\$0.3134 / kg
(c) Oil & Grease	
Overstrength charge applies above 100 mg/l	\$0.2796/ kg

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(d) Phosphorus	
Overstrength charge applies above 10 mg/l	\$12.8519/ kg
(e) Suspended Solids	
Overstrength charge applies above 300 mg/l	\$0.2745/ kg
(f) Total Kjeldahl Nitrogen	
Overstrength charge applies above 50 mg/l	\$1.9778/ kg
(3) Stormwater	
(a) Minimum Fixed Charge	\$5.00/month
(4) Camera inspection of sewer service	\$125.00
(5) Augering of sewer service	\$150.00
(6) Augering and Camera combined on same visit	\$200.00
(7) Hydro Vac/Flushing – Hourly Rate	\$200.00
(8) Storm Sewer System Thawing – Hourly Rate	\$200.00
(9) Late Payment Charge	
(a) 2.5% charge applied on all overdue sewer fees and charges.	

7. The following charges relating to the sale of lots, opening and closing of graves, transfer of lots, monument permits and other applicable fees are established in accordance with Sections 2.6 (f)(g) and Section 6.1 of the Cemetery Bylaw No. 483-2000:

(1) Lots	
(a) Large Lot	\$850.00
(b) Medium Lot	\$475.00
(c) Small Lot	\$100.00
(d) Veterans Lot	N/C

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(2) Cremation Lot	
(a) Single	\$450.00
(b) Double	\$550.00
(c) Veterans Cremation	N/C
(3) Columbariums	
(a) Niche for 1 urn:	
i) 1st and 2nd Levels	\$1,100.00
ii) 3rd and 4th Levels	\$1,300.00
(b) Niche for 2 urns:	
i) 1st and 2nd Levels	\$1,350.00
ii) 3rd and 4th Levels	\$1,550.00
(4) Opening and Closing	
(a) Standard	\$500.00
(b) Deep	\$650.00
(c) Standard Medium	\$300.00
(d) Standard Small	\$250.00
(e) Standard Cremation	\$200.00
(f) Open Only (Cremation)	1 open/close charge if 2 urns are placed at the same time.
(g) Columbarium	\$100.00
(h) Standard Veterans	\$450.00
(i) Deep Veterans	\$600.00
(j) Overtime Premiums (Saturday, Sunday, Holiday)	\$250.00
(k) Weekday Late Fee for Interment (Burial or Cremains inurnment) (Entering Ceremony after 4:00 p.m.)	\$75.00
(l) Columbarium Opening Overtime Premium (Weekends, Holidays and after 4:00 p.m. Weekdays)	\$50.00

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(5) Monument Permit Fees	
(a) Single	\$50.00
(b) Double	\$75.00
(6) Transfer Lot Fee	\$25.00
8. Miscellaneous Charges	
(a) Garden Plot Rental	\$25.00
(b) Parking Lot Cleaning –	
Street Sweeper & Operator – hourly	\$150.00
(c) Parking Lot Cleaning – Labour – hourly	\$50.00

PLANNING AND DEVELOPMENT

9. The following fees payable for any permit issued pursuant to the Safety Codes Permit Bylaw are established in accordance with Section 23 of the Safety Codes Permit Bylaw No. 939-2016:

Permits in the Building Discipline

- (1) The fee for each permit shall be calculated on prevailing market value of the work to be undertaken, and shall be submitted at the time of application or upon receipt of a permit from the Planning and Development Department.
- (2) The Safety Codes Officer may place a market value of the work to be undertaken for the purpose of determining the permit fee.
- (3) If no work, including excavation, has been started before the issuance of a permit, the fee shall be \$6.00 per \$1,000.00 of market value, with a minimum fee of \$60.00.
- (4) In the event that any work, including excavation, has been started before the issuance of a permit, the permit fee shall be double the fee required in Items 3 and 7 and shall be submitted at the time of application for a permit.
- (5) A permit expires if the undertaking to which it applies has not commenced within 90 days of the date of issue of the permit, or work is suspended or abandoned for

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a period exceeding 120 days as may be determined at the discretion of the Authority Having Jurisdiction, or the undertaking is not completed within 365 days from the date of issue of the permit.

When the term of a permit has not expired, a permit issuer may, in writing, and on the written request of the permit holder, extend the permit for an additional fixed period of time that the permit issuer considers appropriate.

In the event that a permit has expired, on written request by the permit holder, and at the discretion of the permit issuer, may in writing reinstate the permit for an additional fixed period that the permit issuer considers appropriate, provided no changes have been made or will be made to the original plans and specifications for such work. A fee of one half of the original permit fee will apply. Safety Codes Council fees apply where applicable by SCC policy.

- (6) In the event that the documents submitted with an application for a permit contain substantial errors or omissions and the documents have to be submitted again, a fee equal to one quarter of the amount required under Items 3 and 7 shall be charged for each and every re-examination.
- (7) A fee for each heating and ventilation permit shall be submitted at the time of application and shall consist of the following:
- (a) Single family, two family or residential unit with independent heating system per furnace, boiler hot water coil, heating appliance or hydronic heating system. \$45.00
 - (b) In accordance with the Safety Codes Act Permit Regulation, a HVAC permit is not required for the replacement of a furnace in a single dwelling unit. Exemption of a permit requirement does not exempt compliance with the requirements of the Alberta Building Code \$0.00
 - (c) Geothermal Heating System or Solar Heating System \$180.00
 - (d) Other buildings, per boiler, hot water coil, make up air system, package heat/cool system, furnace incorporating a split system air conditioner, furnace, heating appliance or hydronic heating system;
 - i) Up to and including 400,000 B.T.U. \$45.00
 - ii) 400,000 to 1,000,000 B.T.U. \$90.00
 - iii) Over 1,000,000 B.T.U. \$110.00
 - (e) In other than a single dwelling unit, appliance replacement of boiler, hot water coil, make up air system, package heat/cool system, furnace, heating appliance or alterations, and extensions of duct or pipe systems. \$40.00
 - (f) Per air to air exchanger/heat recovery ventilator \$40.00

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- (g) Per commercial cooking exhaust canopy \$40.00
- (h) In the event that any work has been started for the installation, repair or alteration of any heating, ventilating or air conditioning system, the permit fee shall be double the required fee and shall be submitted at the time of application for a permit.
- (8) Where the applicant for a permit is the owner and occupier of the building within which the work is to be done, and obtains the material and personally undertakes the installation, then the permit fee shall be based on twice the prevailing retail market cost of the material. A Safety Codes Office may place a market value of the work to be undertaken for the purpose of determining the permit fee.
- (9) An additional fee of \$100.00 may be assessed when an inspection is required and the Safety Codes Officer finds the work not ready for inspection, or the work or equipment does not meet the required standards, or the Safety Codes Officer is unable to gain access for the inspection.
- (10) For projects undertaken by the City of Leduc, the permit fee only shall be exempt.
- (11) Safety Codes Council operational fee is extra as established by SCC fee policy. As established by the Alberta Safety Codes Council.
- (12) Refund
- (a) In case of cancellation of a permit, the City shall retain a minimum \$100.00 refund processing fee. When work has not commenced relative to a permit issued, permit fees may be refunded upon written request to the Safety Codes Authority in accordance with their rules.
- (13) Demolition Permit \$50.00
- (14) Special Inspections, Enforcement, Investigation, Research \$100.00 per hour
- (15) Evaluation of an Alternate Solution Proposal \$100.00 per hour, minimum \$200.00

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(16) Fast Track Residential Permit Review

(a) The intent of the Fast Track Residential Permit Approval is to process a Development Permit and Building Permit application within 72 hours (3 business days) starting the day after the receipt of the application where a builder requires the permit process to be expedited. The Applicant shall be responsible to ensure that all plans and documents required by Code are submitted with the application. Where an Applicant has not provided complete information with the application, the 72 hour time period shall not start until all required information is submitted.

A fast track fee is in addition to other required permit fees. \$525.00

(b) When complete information is not submitted with the application an additional fee will be charged. \$100.00

Note: "Residential" is intended to mean each fee simple single detached dwelling unit and duplex dwelling unit only.

(17) For construction of a secondary suite in an existing single dwelling unit \$520.00

(18) Medical Gas System Building Permit \$150.00

Permits in the Electrical Discipline

(19) Residential Underground Service \$70.00

(20) New Residential Construction Only

- i) Residential up to and including 140 sq. m \$208.00
- ii) Residence larger than 140 sq. m \$235.00
- iii) Apartment Suite/Unit \$104.00

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Note: "Residence" is intended to mean each single dwelling, and each unit of a multi-dwelling building.

Note: "Apartment suite/unit" is intended to mean a suite located in a multi-suite residential building having common corridors, exit stairways and one electrical service from the utility provider to the building.

(21) Operation Fee

i) Safety Codes Council Fee is extra to fees listed in this Schedule. As established by the Alberta Safety Codes Council.

(22) Residential Detached Garage \$84.00

(23) For Other Than New Residential Installation

"Schedule" or "Fee Schedule"

Cost	Permit Fee
\$0.00-\$1,000.00	\$66.00
\$1000.01-\$1,500.00	\$77.00
\$1,500.01-\$2,000.00	\$95.00
\$2,000.01-\$2,500.00	\$103.00
\$2,500.01-\$3,000.00	\$109.00
\$3,000.01-\$3,500.00	\$123.00
\$3,500.01-\$4,000.00	\$130.00
\$4,000.01-\$4,500.00	\$144.00
\$4,500.01-\$5,000.00	\$150.00
\$5,000.01-\$5,500.00	\$157.00
\$5,500.01-\$6,000.00	\$164.00
\$6,000.01-\$6,500.00	\$171.00
\$6,500.01-\$7,000.00	\$177.00
\$7,000.01-\$7,500.00	\$184.00
\$7,500.01-\$8,000.00	\$191.00
\$8,000.01-\$8,500.00	\$198.00
\$8,500.01-\$9,000.00	\$204.00
\$9,000.01-\$9,500.00	\$212.00
\$9,500.01-\$10,000.00	\$218.00

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\$10,000.01-\$11,000.00	\$225.00
\$11,000.01-\$12,000.00	\$234.00
\$12,000.01-\$13,000.00	\$239.00
\$13,000.01-\$14,000.00	\$245.00
\$14,000.01-\$15,000.00	\$253.00
\$15,000.01-\$16,000.00	\$260.00
\$16,000.01-\$17,000.00	\$266.00
\$17,000.01-\$18,000.00	\$274.00
\$18,000.01-\$19,000.00	\$280.00
\$19,000.01-\$20,000.00	\$287.00
\$20,000.01-\$21,000.00	\$293.00
\$21,000.01-\$22,000.00	\$301.00
\$22,000.01-\$23,000.00	\$307.00
\$23,000.01-\$24,000.00	\$313.00
\$24,000.01-\$25,000.00	\$321.00
\$25,000.01-\$26,000.00	\$328.00
\$26,000.01-\$27,000.00	\$334.00
\$27,000.01-\$28,000.00	\$341.00
\$28,000.01-\$29,000.00	\$348.00
\$29,000.01-\$30,000.00	\$355.00
\$30,000.01-\$31,000.00	\$361.00
\$31,000.01-\$32,000.00	\$366.00
\$32,000.01-\$33,000.00	\$371.00
\$33,000.01-\$34,000.00	\$376.00
\$34,000.01-\$35,000.00	\$383.00
\$35,000.01-\$36,000.00	\$388.00
\$36,000.01-\$37,000.00	\$393.00
\$37,000.01-\$38,000.00	\$398.00
\$38,000.01-\$39,000.00	\$405.00
\$39,000.01-\$40,000.00	\$410.00
\$40,000.01-\$41,000.00	\$415.00
\$41,000.01-\$42,000.00	\$420.00

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\$42,000.01-\$43,000.00	\$426.00
\$43,000.01-\$44,000.00	\$432.00
\$44,000.01-\$45,000.00	\$437.00
\$45,000.01-\$46,000.00	\$442.00
\$46,000.01-\$47,000.00	\$448.00
\$47,000.01-\$48,000.00	\$453.00
\$48,000.01-\$49,000.00	\$459.00
\$49,000.01-\$50,000.00	\$465.00
\$50,000.01-\$60,000.00	\$519.00
\$60,000.01-\$70,000.00	\$573.00
\$70,000.01-\$80,000.00	\$628.00
\$80,000.01-\$90,000.00	\$682.00
\$90,000.01-\$100,000.00	\$737.00
\$100,000.01-\$110,000.00	\$778.00
\$110,000.01-\$120,000.00	\$820.00
\$120,000.01-\$130,000.00	\$859.00
\$130,000.01-\$140,000.00	\$901.00
\$140,000.01-\$150,000.00	\$942.00
\$150,000.01-\$160,000.00	\$983.00
\$160,000.01-\$170,000.00	\$1,024.00
\$170,000.01-\$180,000.00	\$1,065.00
\$180,000.01-\$190,000.00	\$1,106.00
\$190,000.01-\$200,000.00	\$1,147.00
\$200,000.01-\$210,000.00	\$1,187.00
\$210,000.01-\$220,000.00	\$1,228.00
\$220,000.01-\$230,000.00	\$1,270.00
\$230,000.01-\$240,000.00	\$1,310.00
\$240,000.01-\$250,000.00	\$1,351.00
\$250,000.01-\$300,000.00	\$1,488.00
\$300,000.01-\$350,000.00	\$1,624.00
\$350,000.01-\$400,000.00	\$1,761.00
\$400,000.01-\$450,000.00	\$1,897.00

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\$450,000.01-\$500,000.00	\$2,033.00
\$500,000.01-\$550,000.00	\$2,169.00
\$550,000.01-\$600,000.00	\$2,307.00
\$600,000.01-\$650,000.00	\$2,443.00
\$650,000.01-\$700,000.00	\$2,579.00
\$700,000.01-\$750,000.00	\$2,715.00
\$750,000.01-\$800,000.00	\$2,853.00
\$800,000.01-\$850,000.00	\$2,989.00
\$850,000.01-\$900,000.00	\$3,125.00
\$900,000.01-\$950,000.00	\$3,261.00
\$950,000.01-\$1,000,000.00	\$3,399.00

- (24) To determine the applicable permit fee for owner applicants, the labour cost is considered to be equal to the retail cost of material required for the installation. A permit issuer is not required or obligated to issue an electrical permit to an owner. The permit issuer may require the owner to provide proof of knowledge relative to the electrical installation to be carried out. A permit issuer may issue an electrical permit to the registered owner of a single family dwelling provided that the owner resides in the residence at the time of permit application.
- (25) For installations over \$1,000,000.00, the fee is \$3,112.00 plus \$1.25 per \$1,000 for each \$1,000 that the total amount exceeds \$1 Million.
- (26) Annual permits may be issued to facilities where there are on-going minor electrical installations and alterations being completed. Fees for annual permits will be assessed based on the evaluation of projected work to be completed. The minimum value of an annual permit shall be \$10,000.00. Fees for school annual permits shall be as approved by the Manager, Safety Codes Services.
- (27) When work is commenced before a permit has been obtained, the permit fee shall be double the amount set out in the Fee Schedule.
- (28) An additional fee of \$100.00 may be assessed when an inspection is required and the Safety Codes Officer finds the work not ready for inspection, or the work or equipment does not meet the required standards, or the Safety Codes Officer is unable to gain access for the inspection.

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(29) Operation Fee

(a) Safety Codes Council Fee is extra to fees listed in this Schedule. As established by the Alberta Safety Codes Council.

(30) Exemption

(a) For projects undertaken by the City of Leduc, the permit fee only shall be exempt.

(31) Special Inspections, Enforcement, Investigation, Research \$100.00 per hour

(32) Evaluation of Alternative Solution Proposal \$100.00 per hour, \$200.00 minimum

(33) Refund*

(a) In case of cancellation of a permit within 90 days of the issue date and where work has not commenced, permit fees may be refunded upon written request to the Safety Codes Authority, less a minimum refund processing fee of \$100.00.

(b) *Safety Codes Council Fee is not refundable.

Permits in the Gas Discipline

(34) Residential

(a) Minimum Fee with a maximum of two (2) outlets	\$75.00
(b) For each additional outlet over two (2) outlets	\$30.00
(c) Alterations, Repairs, Maintenance	\$75.00

(35) Commercial/Industrial

(a) Minimum fee with a maximum of one (1) outlet	\$75.00
(b) Each additional outlet	\$30.00
(c) Alterations, Repairs, Maintenance	\$75.00

(36) Residential or Commercial/Industrial Applications

(a) Appliance Replacements (per appliance)	\$75.00
(b) Special Inspections, Enforcement, Investigation, Research (per hour)	\$100.00
(c) Re-inspection (per inspection)	\$100.00

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(d) Temporary Installation Permit	\$75.00
(e) Underground Secondary Service Line	\$75.00
(f) Propane Tank and Service Line	\$75.00
(g) Propane or Natural Gas Filling Station	\$105.00
(h) Special Inspections, Enforcement, Investigation, Research	\$100.00/hr

(37) When work is commenced before a permit has been obtained, the permit fee shall be double the amount set out in the Fee Schedule.

(38) Operation Fee

(a) Safety Codes Council Fee is extra to fees listed in this Section. As established by the Alberta Safety Codes Council.

(39) Refund*

(a) In case of cancellation of a permit within 90 days of the issue date and where work has not commenced, permit fees may be refunded upon written request to the Safety Codes Authority, less a minimum refund processing fee of \$100.00.

(b) *Safety Codes Council Fee is not refundable.

(40) Exemption

(a) For projects undertaken by the City of Leduc, the permit fee only shall be exempt.

Permits in the Plumbing Discipline

(41) Plumbing Permit Fees	Minimum \$60.00 or \$14.00 per fixture, whichever is greater.
(42) Private Sewage Disposal System	\$200.00
(43) Sewage Hold Tank	\$63.00
(44) Evaluation of an Alternate Solution Proposal	\$100.00 per hour, minimum \$200.00

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- (45) Special Inspections, Enforcement,
Investigation, Research \$100.00 per hour
- (46) Permit fees shall be paid at the time of application for the permit.
- (47) When work is commenced before a permit has been obtained, the permit fee shall be double the amount set out in the Fee Schedule.
- (48) An additional permit fee of \$100.00 may be assessed when an inspection is required and the Safety Codes Officer finds the work not ready for inspection, or the work or equipment does not meet the required standards, or the Safety Codes Officer is unable to gain access for the inspection.
- (49) Operation Fee
- (a) Safety Codes Council Fee is extra to fees listed in this Schedule. As established by the Alberta Safety Codes Council.
- (50) Refund*
- (a) In case of cancellation of a permit within 90 days of the issue date and where work has not commenced, permit fees may be refunded upon written request to the Safety Codes Authority, less a minimum refund processing fee of \$100.00.
- (b) *Safety Codes Council fee is not refundable.
- (51) Exemption
- (a) For projects undertaken by the City of Leduc, the permit fee only shall be exempt.

10. The following fees are established to prescribe the application fees for subdivision application pursuant to s. 630.1 of the *Municipal Government Act*, RSA 2000, Chapter M-26.

- (1) Application Fee
- (a) The following fees shall be submitted at the time of application to the City of Leduc Subdivision Approving Authority:
- (i) Single Detached Residential and
Two Dwelling Unit (duplex) Parcels \$220.00 per parcel

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(ii) Multiple Dwelling Residential Parcels and Bareland Condominium	\$220.00 per parcel
(iii) Commercial	\$220.00 per parcel
(iv) Industrial	\$220.00 per parcel
(v) Urban Services	\$220.00 per parcel
(vi) Urban Reserve	\$220.00 per parcel
(vii) Park	\$220.00 per parcel

(2) Endorsement Fee

(a) Prior to endorsement of the plan of survey or the C. of T., a fee for each new title, as specified below shall be submitted to the City:

(i) Single Detached Residential and Two Dwelling Unit (duplex) Parcels	\$210.00 per parcel
(ii) Multiple Dwelling Residential Parcels	\$210.00 per parcel
(iii) Commercial	\$210.00 per parcel
(iv) Industrial	\$210.00 per parcel
(v) Urban Services	\$210.00 per parcel
(vi) Urban Reserve	\$210.00 per parcel
(vii) Park	\$210.00 per parcel
(viii) Bareland Condominium or Redivision of a Phased Condominium	\$40.00 per parcel

11. The following applicable Development Permit Fees are established in accordance with Section 9.1.1.6. of the Land Use Bylaw No. 809-2013:

(1) Notification fee for Discretionary Uses	\$210.00
(2) Amendment to Issued Development Permit	At the Development Officer's Discretion, but in no case exceeding original permit application fee.

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(3) Single Detached Dwelling	\$110.00 per dwelling
(4) Showhome	\$54.00 per dwelling
(5) Duplex Dwellings	\$110.00 per dwelling unit
(6) Tri-plex/Four-plex/Townhouse Dwellings (Street-Fronting)	\$110.00 per dwelling unit
(7) Apartments	\$262.00 + \$47.00/dwelling unit
(8) Multi-Unit Residential Development (condominium developments)	\$262.00 + \$47.00/dwelling unit
(9) Hotels/Motels	\$262.00 + \$47.00/suite
(10) Manufactured Home	\$66.00
(11) Commercial/Industrial	\$157.00 + \$0.30 per \$1000.00 value
(12) Accessory Building over 18.58 m ²	\$33.00
(13) Sheds over 10.0 m ²	\$33.00
(14) Residential Building Addition (exempting apartments)	\$33.00
(15) Residential Secondary Suite	\$54.00
(16) Garage Suite	\$54.00 + \$0.30/\$1,000.00 value

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(17) Garden Suite	\$54.00 + \$0.30/\$1,000.00 value
(18) Home Occupation	\$81.00
(19) Live Work Unit - Commercial	\$81.00
(20) Radio Communication Facility	\$110.00
(21) Signs:	
(a) permanent	\$105.00
(b) all other types	\$105.00
(c) * no fee for signs advertising special events and general public interest such as charity drives, health and safety campaigns, amateur athletic and sports events and city-wide celebrations or signs for a non-profit group at the Development Officer's discretion.	
(22) Change of Use	\$54.00
(23) All Other Development Permits	\$54.00 + \$0.30/\$1,000.00 value
(24) Development Permit Extension Fee	One half of the original permit fee
(25) Prior to issuance of Development Permit:	
Third and subsequent submission of plans required to review unaddressed deficiencies	\$52.00/review
(26) Development started prior to issuance of Development permit	Double the applicable fees

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12. The following fees and charges are hereby established pursuant to s. 630.1 of the *Municipal Government Act*, RSA 2000, Chapter M-26:

- (1) Letters Respecting Compliance
 - (a) Single Detached Residential Dwellings and Duplexes \$90.00/letter
 - (b) Rush Service (within 72 hours) \$135.00/letter
 - (c) Multiple Dwelling Residential / Commercial /
Industrial / Government / Institutional \$135.00/letter
 - (d) Variance Certificate \$80.00/application

- (2) Redistricting
 - (a) All land use districts except Direct Control (DC) \$900.00/application
plus an additional \$800.00 for advertisement per application
 - (b) Direct Control \$1,300.00/application
plus an additional \$800.00 for advertisement per application

- (3) Area Structure Plans / Outline Plans / Area Redevelopment Plans
 - (a) New and Major Amendments \$650.00/application or
\$52.50/gross ha. (whichever
is the greater), plus \$400.00
advertising fee

 - (b) Minor Amendments \$382.00 plus \$400.00
advertising fee

- (4) Conversions to Condominium \$40.00/unit

- (5) Encroachment Agreements \$160.00/agreement plus
registration and legal fees

- (6) Easement Agreements \$110.00/agreement plus
registration and external
legal fees

- (7) Lease Agreements \$156.00/agreement plus
external legal fees

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(8) Final Grade Certificates	
(a) Single Detached, Fee Simple Duplex, Triplex, Townhouse	\$156.00
(b) Multi-residential, Commercial, Industrial, Government	\$200.00/ha or portion thereof
(9) Charges for Copies of Department Documents	
(a) Land Use Bylaw	
(i) Colour Land Use District Map included	\$45.00
(b) Census Report	\$10.00
(c) Municipal Development Plan	\$25.00
(d) Area Structure / Area Redevelopment Plan / Outline Plan	\$10.00
(e) Annual Report	\$10.00

13. The following fees are established in accordance with Section 5 of the Business Licence Bylaw No. 767-2011:

(1) General	\$150.00*
(2) Non-Resident	\$300.00*
(3) Home-Based Business	\$150.00*
(4) Mobile Business Unit	\$50.00
(5) Licence Replacement Fee	\$15.00
(6) Licence Amendment Fee	\$15.00
(7) Appeal Fee	\$50.00

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- (8) * The fee payable for a business licence issued after the 31st day of August in any licence year shall be one-half of the fee listed above.

PART IV: PROTECTIVE SERVICES

14. The following fees are established in accordance with Section 41 and Section 42 of the Animal Licencing and Control Bylaw No. 580-2004:

(1)	Licence Fees	Lifetime Licences
	(a) Spayed or Neutered Dog	\$50.00
	(b) Non-Spayed or Non-Neutered Dog	\$100.00
	(c) Guide Dog (regardless of whether Spayed or Neutered)	\$0.00
	(d) Spayed or Neutered Cat	\$50.00
	(e) Non-Spayed or Non-Neutered Cat	\$100.00
(2)	Licence Fees	Yearly Licences
	(a) Spayed or Neutered Restricted Dog	\$100.00
	(b) Non-Spayed or Non-Neutered Restricted Dog	\$250.00
(3)	Replacement Licence Tags	\$5.00

15. The following fees and charges are established in accordance with Section 8 of the Dangerous Goods Transportation Bylaw No. 558-2004:

(1)	Dangerous Goods Off-Route Permit	\$150.00/registered owner of vehicle per year
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16. The following fees and charges are established in accordance with Section 8 of the Fire Services Bylaw No. 351-1995:

(1)	Permit to sell fireworks (low level) or shop goods	\$75.00 annual
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(2) Permit to discharge fireworks (low level)	\$10.00
(3) Permit for high hazard fireworks and pyrotechnic displays	\$125.00
(4) Permit for the use of pyrotechnic devices	\$75.00/permit per event
(5) Site inspection and permit for flammable/ combustible fuel tank installation	\$75.00
(6) Site inspection and permit for flammable/ combustible fuel tank removal	\$125.00
(7) Open air fire permit	\$20.00

PART V: PUBLIC TRANSPORTATION

17. The following fees and charges are established for the operation of transportation:

- (1) Inter-municipal transit fares (travel to or from Edmonton – Century Park) (Route 1):
 - (a) Cash Fares (one-way) \$5.00
 - (b) Commuter Plus Monthly Passes \$90.00
 - (c) Ticket Books (10 tickets)* \$45.00
 - (d) Day Pass * \$9.00

*Not valid for transfer to Edmonton Transit Route 747.

- (1.1) Intra-municipal transit fares (local fares within the City of Leduc and within Leduc County) (Routes 2, 3, 4, 5 and 10):
 - (a) Cash Fare (one-way) \$2.00
 - (b) Monthly Pass \$55.00

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(1.2) The following persons are not required to pay a fare:

- (a) Children aged 5 and under, when accompanied by a fare-paying customer;
- (b) Persons holding a valid card from the Canadian National Institute for the Blind; and
- (c) Post-secondary students with a valid U-Pass.

(2) Leduc Assisted Transportation Services (LATS)

- (a) Cost per one way trip \$4.00
- (b) LATS Ticket Book (11 One Way Tickets) \$40.00
- (c) LATS Monthly Pass \$140.00

(3) Charter Rates (Two hour minimum)

- (a) LATS Buses \$75.00/hour
- (b) Community Buses (Arbocs) \$95.00/hour
- (c) Commuter Buses (New Flyers) \$105.00/hour

18. The following fees and charges are established in accordance with the Taxi Bylaw No. 782-2011:

- (1) Taxi Operation Permit s. 5.2(1)(b) \$150.00/annum**
- (2) Taxi Operation Permit (Non-Resident) s. 8.4(1) \$300.00/annum**
- (3) Taxi Vehicle Permit s. 4.2(1)(b) \$50.00/annum
- (4) Replacement Permit s. 6.6(1) \$15.00
- (5) Permit Reinstatement fee s. 6.5(1)
 - (a) Resident \$50.00
 - (b) Non-Resident \$125.00

** The fee payable for a Taxi Operation Permit issued between December 1st and March 31st shall be one half of the fee listed in section 24 (1) and 24 (2).

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PART VI: POWERS OF THE CITY MANAGER

19. Without restricting any other power, duty or function granted by this Bylaw, the City Manager may:

- (a) carry out any inspections to determine compliance with this Bylaw;
- (b) take any steps or carry out any actions required to enforce this Bylaw;
- (c) establish forms for the purposes of this Bylaw;
- (d) establish reasonable criteria to be met for a room to be rented including a possible security deposit requirement pursuant to this Bylaw;
- (e) delegate any powers, duties or functions under this Bylaw to an employee of the City.

PART VII: ENACTMENT

20. Bylaw 962-2017 is repealed by this bylaw.

21. This Bylaw shall come into force and effect on January 1, 2019.

READ A FIRST TIME IN COUNCIL THIS ___ DAY OF _____, AD 2018.

READ A SECOND TIME IN COUNCIL THIS ___ DAY OF _____, AD 2018.

READ A THIRD TIME IN COUNCIL AND FINALLY PASSED THIS ___ DAY OF _____, AD 2018.

Bob Young
MAYOR

Date Signed

Sandra Davis
CITY CLERK

MEETING DATE: December 3, 2018

SUBMITTED BY: Shawn Olson, Director Engineering

PREPARED BY: Ryan Graham, Infrastructure Manager

REPORT TITLE: Off-Site Levy Bylaw 999-2018 (2nd and 3rd Reading)

REPORT SUMMARY

To repeal the existing City of Leduc Off-Site Bylaw 963-2017 and replace with the City of Leduc Off-Site Levy Bylaw No. 999-2018, as presented.

RECOMMENDATION

That Council gives Bylaw 999-2018, Second and Third Reading.

BACKGROUND

KEY ISSUE(S) / CONTEXT:

The rate changes are necessary in order to properly reflect the updated construction costs of the various infrastructure projects that are required as a result of new development.

The off-site levy fund is needed to fund new or expanded transportation, water and sanitary sewer infrastructure projects that are needed to accommodate new subdivision development which are described in detail under Schedule "C". The cost to provide these necessary infrastructure projects may vary on a yearly basis due to the ever changing construction costs due to a varying economic environment. As the construction costs will change on a yearly basis, the City needs to adjust the Off-Site Levy Bylaw accordingly. Similarly, projects may be added or deleted based on the most current information received through Engineering's Planning documents such as the Transportation, Water, and Sanitary Sewer Master Plans.

Historically, updates to the Off-Site Levy Bylaw are done on an annual basis at the City of Leduc, and represents a more frequent update than most municipalities. This added level of service reduces the probability of significant changes in rates from one year to the next and is an asset to the development community.

Through the Off-Site Levy Bylaw update process, developers are presented with the changes to the model prior to bringing the proposed bylaw forward to Council. Comments were received in early 2018 after preliminary discussions with UDI. The response to those comments can be found contained within the letter attached to this report.

LEGISLATION AND/OR POLICY:

The *Municipal Government Act*, Part 17 under Section 648 gives the City the authority to assess these charges against the new development areas. This Bylaw will be advertised in the November 16th and November 23rd issues of the Leduc Representative in accordance with Sections 606 and 648(6) of the *Municipal Government*

Act. Bylaws passed under Part 17 are not subject to petition. This bylaw stipulates the levies that developers pay as part of developing their land.

PAST COUNCIL CONSIDERATION:

On November 5, 2018, Administration presented to Committee of the Whole with an in camera update on off-site levies. Preliminary rates contained within that report were presented to committee and are detailed in this report. These rates are to be incorporated into the updated bylaw.

CITY OF LEDUC PLANS:

The projects as identified under Schedule "C" are recommendations resulting from the most current Transportation Master Plan, the City of Leduc Water Master Plan and the City of Leduc Sanitary Sewer Master Plan.

IMPLICATIONS OF RECOMMENDATION

GENERAL:

The Off-Site Levy Bylaw is generally updated on an annual basis. In an effort to align the off-site levy cycle with the financial year end and the budget process, the bylaw will be presented as part of the budget process.

FINANCIAL:

2018 Proposed Rates

The annual update re-assessed all off-site levy projects and cost estimates; projects were also added and removed based on the implementation plan in the 2018 Transportation Master Plan. The net result of the changes resulted in a three percent increase to the off-site levy rates. The increase was due to the addition of projects identified from the Transportation Master Plan as well as minor increases in the construction estimates for existing projects.

Information on the costs of the City's transportation, water, and sanitary sewer infrastructure needs are based on projects provided by the City and from 2017 construction tender rates in the Capital Region provided by McElhanney Engineering. This Bylaw 999-2018, if approved, is intended to adjust the off-site levy rate charged on a per hectare basis for new development within the boundaries of the City of Leduc.

	Transportation Charges (per Ha)	Water Charges (per Ha)	Sanitary Charges (per Ha)	Total
2016 Weighted Average	\$87,847	\$13,870	\$13,911	\$115,628
2017 Weighted Average	\$87,130	\$17,407	\$21,534	\$126,072

Leduc 2018	Transportation Levies (per Ha)	Water Levies (per Ha)	Sanitary Levies (per Ha)	Total (per Ha)
High	\$113,731	\$16,560	\$59,013	\$189,304
Low	\$65,504	\$16,560	\$-	\$82,064
Weighted Average	\$89,978	\$16,560	\$23,381	\$129,918

LEGAL:

For the bylaw to be formally passed by Council it will require three readings at two separate Council meetings. In accordance with Sections 606 and 648(6) of the *Municipal Government Act*, the bylaw will be advertised for two consecutive weeks in the newspaper (Leduc Representative) before the second and third reading.

According to the MGA no public hearing is required for this bylaw. The off-site levies mainly affect the development community, who are independently consulted prior to the bylaw being presented.

IMPLEMENTATION / COMMUNICATIONS:

On October 26, 2018 the proposed adjustments to the Off-Site Levy Bylaw were presented to the members of the Urban Development Institute (UDI) – Leduc. Any comments received by UDI will be taken into consideration, and where applicable addressed during the next Off-Site Levy Bylaw update.

This Bylaw was advertised in the November 16th and November 23rd editions of the Leduc Representative.

ALTERNATIVES:

1. That Council direct administration to bring back amendments to Bylaw 999-2018 and leave Bylaw 963-2017 in place until that point in time;
2. That Council defeat Bylaw 999-2018 leaving Bylaw-963-2017 in place for 2018. A new bylaw will be brought forward as part of the 2019 budget deliberations.

ATTACHMENTS:

- A. UDI letter – May 23, 2018
- B. Response to UDI letters – September 24, 2018
- C. Proposed Bylaw 999-2018 Off-Site Levy Bylaw

Others Who Have Reviewed the Report

P. Benedetto, City Manager / B. Loewen, City Solicitor / I. Sasyniuk, General Manager, Corporate Services / M. Pieters, General Manager, Infrastructure & Planning / J. Cannon, Director, Finance



Urban Development Institute
EDMONTON REGION



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P 780.428.6146
F 780.425.9548

May 23, 2018

Shawn Olson
Director, Engineering Services
City of Leduc
#1 Alexandra Park
Leduc, AB T9E 4C4

Re: Transportation Master Plan & Offsite Levies

Dear Mr. Olson,

The development industry would like to thank Council and City Administration for its continued willingness to discuss our concerns and to implement practical solutions.

We've received comments from the committee with respect to the Transportation Master Plan and the Offsite Levy Bylaw. Overall, our committee supports the agenda of the Transportation Master Plan provided there is flexibility to ensure that active developments are supported financially in a manner that promotes growth and accessibility. Below are a few key topics that we would encourage to be considered when calculating development levies for the future growth areas.

1. Transportation Master Plan 5 Year Projects List

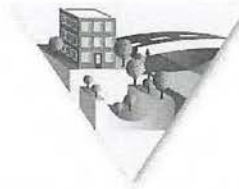
After reviewing the list of short and long term projects we would like to note that the extension of 50th avenue westbound, the 50th avenue and 74th street intersection, and 74th street northbound be considered tentative projects within the 5 year plan.

2. Arterial Road ROW Compensation

Within the last year the arterial road ROW dedication requested in plans has increased by approximately 4 meters in width to account for more desired side slopes by operations and maintenance. While land area for arterial roads is not considered within the assessable land area for levy calculations, the recovery model for developers that dedicate more arterial road ROW, especially now, is insufficient and poses a significant financial challenge. Once again, UDI proposes the arterial road ROW be compensated and added to the levy rate. The land value rate can be agreed upon and updated on an annual basis. The levy rate would go up but this would respectively disperse the cost sharing of arterial roads in a more equitable manner for all owners.



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3. Consideration for Developers that Front End Leviale Infrastructure

Presently, developers that enter into an agreement with the City to frontend qualified leviale off-site infrastructure are subject to construction and design costs, as well as off-site levy payments. We suggest that an offsetting mechanism be implemented to account for the costs of construction and design for the offsite infrastructure against the costs for the offsite levies payable by the developer. UDI supports the formulation of a policy that provides a clear protocol in offsetting calculated off-site levies to frontend leviale infrastructure as well as the reimbursement process for front ending parties.

4. New Offsite Levies

We understand that the City of Leduc would like to implement a levy for the purpose of upgrading the local police station. While this levy is now permitted under the Municipal Government Act, there are certain requirements that the municipality is obligated to provide prior to implementing the said levy. More specifically, a municipality is required to show the benefit before the levy can be considered which includes providing all of the background calculations that justify the cost of the levy. At this time respectfully, we do not believe that the information provided adequately justifies the new levy and would merit appeal from our industry.

We greatly appreciate the opportunity to work together as partners on matters of significant importance that affect development and prosperity throughout the City of Leduc and gladly welcome further discussion to provide any clarification, if needed.

Sincerely,

``Original Signed``

Andre Banks
Chair, UDI-ER Leduc Committee

``Original Signed``

Alessandra De Sousa
Vice-Chair, UDI-ER Leduc Committee

cc. Robert (Bob) Young
Mayor, City of Leduc

Paul Benedetto
City Manager, City of Leduc

The Urban Development Institute
Edmonton Region
#324 Birks Building, 10113 -104 Street
Edmonton, AB T5J 1A1

September 24, 2018

Attention: Andre Banks, P. Eng.
Alessandra Desousa
Laura Bruno

Subject: Response to UDI letters

In advance of the offsite levy presentation the following information is in response to the letters received by both engineering and planning departments. The City wishes to invite UDI to the annual offsite levy update presentation on October 26, 2018 at 1:30 pm in the Lede Room at the Civic Center. The City of Leduc appreciates UDI's input into this process and commitment to ensuring the continued success of the development industry.

Response to letter received by UDI 23/04/2018

The City of Leduc would like to thank the Urban Development Institute (UDI) for providing comments after the TMP and offsite levy presentation. The City of Leduc has reviewed the comments and can provide the following response:

- Based on the comments received by UDI the five-year project list has been adjusted and the construction of 74th street northbound has been advanced to 2021 to accommodate development. 50th ave widening and the 74th street intersection have not been advanced based on the results of the transportation model and will remain in the 15 year horizon. Projects are reviewed on an annual basis and when traffic volumes significantly increase these projects will be reevaluated for advancement.
- In previous correspondence with UDI on March 14, 2016 the City of Leduc indicated the procedure for arterial ROW widening compensation to developers. The City of Leduc will continue to implement this procedure for arterial road ROW compensation based on previous correspondence. To reiterate the procedure to be used is as follows:
 - Excluding noise attenuation, the anticipated standard procedure will be that 8 m of ROW will be dedicated by each development adjacent to an arterial road with an existing road ROW. In cases where there is not an existing road ROW, a maximum amount of 36 m would be dedicated (18 m from each side of the roadway if the ROW is split between two developments). If additional ROW is required for the arterial ROW, compensation will be provided for the extra dedication. A third party assessor will determine the rate for this land at the current land use. Any ROW required for noise attenuation will be dedicated by the developer in addition to the amounts indicated above, and will be addressed in development agreements when required. Finally, the developer will be required to dedicate any land required to accommodate the turning movements at an intersection that requires additional turn bays or lanes.
- At this time, the City will continue to utilize the process that has been implemented in recent development agreements. When infrastructure is front ended by the developer it is repaid at

the later of final acceptance certificate (FAC), or the year in which it is identified in the offsite levy model. This procedure will be applied to development agreements when infrastructure is shown to be planned within the next 3 years in the offsite levy model. The offsite levy project repayment process will be reviewed on a case by case basis and may require council approval. The repayment includes the costs of construction and design of the infrastructure (as specified in the development agreement). The current practice of allowing advancement of infrastructure requires the City to take out debentures and places stress on the City since the reserves cannot adequately fund the projects. The offsite levy payments are required to fund the reserves to continue to allow this funding practice. An alternative process could be that the projects would be delayed until adequate reserves are in place to initiate the projects.

- The City presented a scenario to include the enforcement services facility into the offsite levy model. Based on the response received from UDI the City of Leduc will not be adding the proposed change into the 2018 offsite levy update. Please note that enforcement services provides significant value to the City's residence. As such, the City reserves the right to evaluate adding design and construction of the new enforcement services facility in future updates.

Response to letter received by UDI 19/12/2017

The City of Leduc would like to commend the leadership exercised by the UDI Leduc Committee. We believe that communication is essential and the more dialogue we can have between our parties, the easier it will be to interact and be successful. Therefore, moving forward, we are hoping to have at least one meeting with UDI as a group and a few meetings with individual members active in Leduc on a yearly basis.

In regards to the letter received last December by UDI, please note that the City of Leduc has taken the time to review each item in order to truly understand their relevance and how they could impact both the public and the private side of development. Furthermore, please note that we have reviewed Precedent Agreement form other municipalities (Airdrie, Beaumont, Calgary, Edmonton, Fort Saskatchewan, Grand Prairie, Leduc County, Lethbridge, Okotoks, Red Deer, Spruce Grove, St-Albert, Stony Plain, and Strathcona County. This exercise definitively gave us an appreciation for the challenge that UDI members deal with, having to interact and conduct business in all these different environments.

In regards to the elements contained in UDI's letter, this is the City of Leduc's current position.

Levies for recreational center

The new Municipal Government Act (MGA) provides the opportunity for municipalities to collect off-site levies for recreational purposes (Section 648(2.1) of MGA). It is our understanding that this entails opportunities for any enclosed structure (indoor swimming pool, fieldhouse, arena, indoor tennis court, etc.) At this point in time, the City of Leduc doesn't intent to add any recreational items to its off-site levy bylaw. More work will be needed to confirm if we will ever at one point in the future utilize this mechanism under the MGA.

Currently, the City of Leduc does not employ a levy for recreational center. The City employs a recreational contribution fee system in order to support indoor and outdoor recreational amenities. The contribution is required from residential development at a rate of \$1,000 per dwelling unit for single detached and duplex, and a rate of \$700 per dwelling unit for multi-residential developments. It was felt equitable at the time of passing this policy, to not include the non-residential areas as they do not generate a significant demand for our recreational infrastructure and amenities.

In regards to other municipalities, we were able to find that some are using a per hectare fee, others are using a fee per dwelling units, and some municipalities are not disclosing what they do. Therefore, we concluded that this process is not consistent throughout the municipalities, and that there doesn't

seem to be a preferred approach from the municipal perspective. As for outlining limits to payment by developers, our current process ties the amount to be paid directly to the amount of dwelling units to be generated, making it easy to anticipate the associated cost.

Letter of credits

The City of Leduc currently utilizes a tiered system for letters of credit (LOC), which results in 40%, 75%, or 100% of the cost of construction, pending if a developer is in category A, B, or C. In reviewing other municipalities, we noticed the many are using 50%, 100%, or even more than 100% as their minimum for securities, exemption made of Red Deer (25%) and Edmonton (which appears to be a case by case approach with significant flexibility). Therefore, we believe that we are regionally competitive within our capacity. Having said this, Administration is ready to explore with Council the opportunity to reward developers in category A that have a positive track records, by providing an additional reduction in terms of their Letter of Credit requirements.

Lastly, in order to avoid the registration of a caveat on Title, the City of Leduc current practice is to require 100% of the securities to be paid. This will be indicated in our revised policy.

Landscaping

UDI is recommending that the City of Leduc review the Edmonton Landscaping Standard. We are currently in the process of reviewing the City of Edmonton Engineering Standards. We can definitively follow and review their landscaping standards. However, the City does not feel comfortable removing its standards from the Development Agreement.

Process and sequencing

The current sequencing in the development process at the City of Leduc includes the following steps:

1. Create and Area Structure Plan (ASP) for the proposed area if none is existing. If the ASP contains sufficient details and is accompanied by the necessary supporting documents, step 2 is not necessary.
2. When an ASP is of higher level and/or encompasses many quarter sections, an Outline Plan may be required by the City of Leduc to provide the necessary level of information to proceed with the subdivision.
3. Subdivision of the area for the intended stage(s) of development. The remnant remains un-subdivided and retains its Urban Reserve designation.
4. As the subdivision application moves forward, the redistricting for the area is initiated so that the redistricting can be completed prior to endorsement of the plan.
5. As the redistricting is happening, the Development Agreement is prepared and negotiated in order to be signed prior to 3rd reading of the redistricting bylaw.
6. Once the redistricting bylaw is approved, the developer can move forward with the stage if the engineering and landscaping plans are approved. Please note that these plans can be submitted for review at the same time as the subdivision plan is being processed.

As developers often changes their ASP, their staging, and / or the product that they want to offer in order to respond to an always changing market, Administration doesn't believe that it would be beneficial to redistrict an area prior to its subdivision. A simple relocation of a district boundary could trigger a potential ASP amendment and a potential referral to the Edmonton Metropolitan Region Board, which would add a delay of 3-6 month in the development process.

In order to avoid delays and uncertainty, we agree with UDI that working together is essential. Already, we can see that by having the subdivision, redistricting, and Development Agreement running in parallel, the process is more effective. As for certainty, aligning an ASP with the Municipal Development Plan, the Intermunicipal Development Plan (where applicable), and the Edmonton Metropolitan Region Plan is a great way of ensuring that an approved ASP will be developed as planned.

In conclusion, we would like to thank UDI for its collaboration and its patience, as we took longer than expected to respond. As we are all juggling many priorities, we wanted to make sure that we would research other municipalities and see what solutions are available. We do not believe that this is the end of the journey, but instead, we are hoping that this letter will be a stepping-stone for more dialogue.

If you have further questions, please contact the undersigned.

Sincerely,

``Original Signed``

Shawn Olson, P. Eng.
Director, Engineering
Phone: (780) 980-7190
solson@leduc.ca

``Original Signed``

Sylvain Losier, M.ATDR, MCIP, RPP
Manager, Current Planning
780-980-7159
slosier@leduc.ca

Cc:
Paul Benedetto, City Manager
Michael Pieters, General Manager, Infrastructure and Planning

**Bylaw No. 999-2018
OFF-SITE LEVY BYLAW**

PAGE 1

A BYLAW OF THE CITY OF LEDUC IN THE PROVINCE OF ALBERTA, TO PROVIDE FOR OFF-SITE LEVIES

WHEREAS, pursuant to section 648(1) of the *Municipal Government Act*, R.S.A. 2000, c. M-26 a council may by bylaw provide for the imposition and payment of a levy, to be known as an "off-site levy", in respect of land that is to be developed or subdivided and authorize an agreement to be entered into in respect of the payment of the levy;

AND WHEREAS, pursuant to section 648(2) of the *Municipal Government Act*, an off-site levy may be used only to pay for all or part of the capital costs of: new or expanded facilities for the storage, transmission, treatment or supplying of water; new or expanded facilities for the treatment, movement or disposal of sanitary sewage; new or expanded storm sewer drainage facilities; new or expanded roads required for or impacted by a subdivision development; and any land required for those projects;

AND WHEREAS, pursuant to section 649 of the *Municipal Government Act*, a bylaw that authorizes an off-site levy must set out the object of each levy and indicate how the amount was determined;

AND WHEREAS, pursuant to section 231(1) of the *Municipal Government Act*, a bylaw authorized under Part 17 of the *Municipal Government Act* is not subject to petition;

THEREFORE, the Council of the City of Leduc in the Province of Alberta duly assembled, hereby enacts as follows:

PART I: BYLAW TITLE

1. This bylaw shall be known as the "Off-Site Levy" Bylaw.

**APPROVED
As to Form**

B. L.

City Solicitor

PART II: PURPOSE, DEFINITIONS, AND INTERPRETATION

PURPOSE

2. The purpose of this bylaw is to provide for the imposition of an off-site levy in respect of land that is to be developed or subdivided.

DEFINITIONS

3. In this bylaw, unless the context otherwise requires:
 - a. "City" means the municipal corporation of the City of Leduc;
 - b. "City Manager" means the chief administrative officer of the City;
 - c. "Council" means the municipal council of the City;

Bylaw No. 999-2018
OFF-SITE LEVY BYLAW

PAGE 2

- d. **"Developable Land"** means all land, but does not include:
 - i. municipal reserve, as defined in Part 17 of the *Municipal Government Act*, R.S.A. 2000, c. M-26,
 - ii. environmental reserve, as defined in Part 17 of the *Municipal Government Act*;
 - iii. land required for the widening of major collector roads along a ¼ section boundary or any arterial roadways; and
 - iv. land required for stormwater management facilities excluding appurtenances;

- e. **"Development Agreement"** means an agreement as contemplated in the *Municipal Government Act* sections 648(1)b and 655(1)b between the City and the Owner of the land being developed or subdivided as it relates to the construction of municipal improvements, and authorized in respect of payment of an Off-Site Levy; and

- f. **"Development Permit"** means a document that is issued under the City of Leduc Land Use Bylaw and authorizes a Development, as defined in the *Municipal Government Act*, as amended.

- g. **"Off-Site Levy"** means a levy for capital projects payable to the City upon development or subdivision of Developable Land.

- h. **"Reports"** mean the following:
 - i. The Offsite Levy Model prepared by Corvus Business Advisors and updated annually by the City;
 - ii. City of Leduc Off-site Levy Bylaw Update 2017, dated June 11, 2018;
 - iii. City of Leduc Transportation Master Plan (October 2018);
 - iv. City of Leduc Water Distribution System Review (2006);
 - v. City of Leduc Sanitary Sewer Master Plan (January 2014);
 - vi. City of Leduc Water Master Plan (December 2014);and
 - vii. City of Leduc Benefit Analysis (March 2015)

RULES FOR INTERPRETATION

- 4. The marginal notes and heading in this bylaw are for reference purposes only.

PART III: OFF-SITE LEVY

OBJECTS, PRINCIPLES AND CRITERIA

- 5. The objects, principles and criteria of the Off-Site Levy shall be in accordance with the following:
 - a. This bylaw creates an Off-Site Levy to provide funds for the construction of capital projects set out in Schedule "C" required for growth.

Bylaw No. 999-2018
OFF-SITE LEVY BYLAW

PAGE 3

- b. Development in new growth areas through the Off-Site Levies will provide the capital that will fund the infrastructure required for growth. Those who benefit from the infrastructure, which is defined by all Developable Lands in the development areas set out in Schedule "A", should share proportionally, on a per hectare basis, in related costs.
- c. Provision of off-site infrastructure projects by developers of Developable Land will not create an advantage or penalty due to the time or location of development.
- d. Off-site infrastructure projects will be provided to maintain sustainable, cost effective and orderly growth.
- e. The calculation of the Off-Site Levy should be an open and transparent process.
- f. All funds collected from the Off-Site Levy will be credited to a separate and distinct, identifiable Off-Site Levy account, which may be invested as per the City's Investment Policy until used for the construction of the specified off-site infrastructure. The management of the Off-Site Levy account should be an audited process, with reports available to the public and the industry.
- g. The Off-Site Levy will help allow the City to recover the cost of infrastructure required for growth:
 - i. Using financing strategies that remain sustainable;
 - ii. Facilitating development by reducing risk on early developers and ensuring future developers share the costs of the facilities from which they benefit; and
 - iii. Promoting cost effective and orderly development.
- h. The Off-Site Levy will help promote orderly development by:
 - i. Supporting City planning through growth strategies, master servicing plans and area structure plans
 - ii. Providing off-site infrastructure, once the appropriate planning is in place, and when warranted in development; and
 - iii. Providing infrastructure for contiguous development.
- i. The Off-Site Levy will help create a transparent process by:
 - i. Providing opportunity for industry input into the levy, its definition and administration;
 - ii. Conforming with the Municipal Government Act, R.S.A. 200, c. M-26, as amended or repealed and replaced from time to time; and
 - iii. Providing reports on the Off-Site Levy.
- j. The Off-Site Levy will help create a clear process for calculation of the rate, levies and credits by:

**Bylaw No. 999-2018
OFF-SITE LEVY BYLAW**

PAGE 4

- i. Creating consistent and predictable levies and credits;
- ii. Creating predictable and stable levies over time; and
- iii. Documenting a process for establishing the levy rate.

OFF-SITE LEVY ESTABLISHMENT

6. a. An Off-Site Levy must be paid for all Developable Land developed in accordance with a development permit or subdivided in the development areas set out in Schedule "A".
b. For greater certainty levies are established to pay for the items identified in the Municipal Government Act sections 648(2)(a), 648(2)(b), 648(2)(c), 648(2)(c.1), and 648(2)(d)

c. When one component of the Offsite Levy becomes due, all components are due. The Offsite Levy is a single indivisible levy. No component levy can be deferred or waived separately from the other components. No legally defined parcel of land will be assessed levies on only a portion of its area.

CALCULATION

7. The Off-Site Levy shall be calculated per hectare of Developable Land on the total rates established in Schedule "B" for each development area described in Schedule "A" at the time such land receives subdivision approval or on the date of approval of a development permit, at the sole and unfettered discretion of the City of Leduc

OBJECT

8. The Off-Site Levies are payable for the capital projects set out in Schedule "C" and pursuant to the calculation details contained in the Reports.

PART IV: DEVELOPMENT AGREEMENTS

DEVELOPMENT AGREEMENTS

9. (1) Development Agreements shall be executed by the applicant for the development or subdivision of land if the City Manager determines that a Development Agreement is required.

(2) The City Manager shall determine if a Development Agreement is required in accordance with all relevant policies and guidelines adopted by Council.

CONTENT

10. All Development Agreements:
 - a. shall require the payment of the Off-Site Levy calculated in accordance with Part III;

**Bylaw No. 999-2018
OFF-SITE LEVY BYLAW**

PAGE 5

- b. may defer the payment of any Off-Site Levy;
- c. shall ensure that an Off-Site Levy is only collected once in respect of land that is the subject of a development or a subdivision; and
- d. shall comply with all relevant policies and guidelines adopted by Council.

PART V: GENERAL

ACCOUNTING

11. All funds collected pursuant to this bylaw shall be accounted for in a special fund and expended only as permitted under the provisions of the Municipal Government Act, R.S.A. 2000, c. M-26, as amended.

GENERAL

12. Nothing in this bylaw precludes the City from:
- a. imposing further or different levies, duly enacted by bylaw, on any portion of the Developable Land in respect of which the City has not collected levies;
 - b. deferring collection of the Off-Site Levy for the stated objects of this bylaw, on any portion of Developable Land in respect of which the City collected levies, including requiring security for payment of such deferred levies; or
 - c. reducing or forgiving payment of the levies required pursuant to this bylaw, or otherwise providing for credits or offsets for other projects or oversize infrastructure constructed by a developer in calculating and/or collecting the levies that become payable pursuant to this bylaw.

TRANSITION

13. Any Development Agreements approved under previous bylaws of the City shall continue as though the bylaw under which they were enacted was never repealed.

SEVERABILITY

14. If any portion of this bylaw is declared or held to be invalid for any reason the remaining provisions of the bylaw shall continue to be in full force and effect.

REPEALS

15. Bylaw 9263-2017, the *Off-Site Levy Bylaw*, is repealed.

**Bylaw No. 999-2018
OFF-SITE LEVY BYLAW**

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PART VI: ENACTMENT

This Bylaw shall come into force and effect when it receives Third Reading and is duly signed.

READ A FIRST TIME IN COUNCIL THIS ____ DAY OF _____, AD 2018.

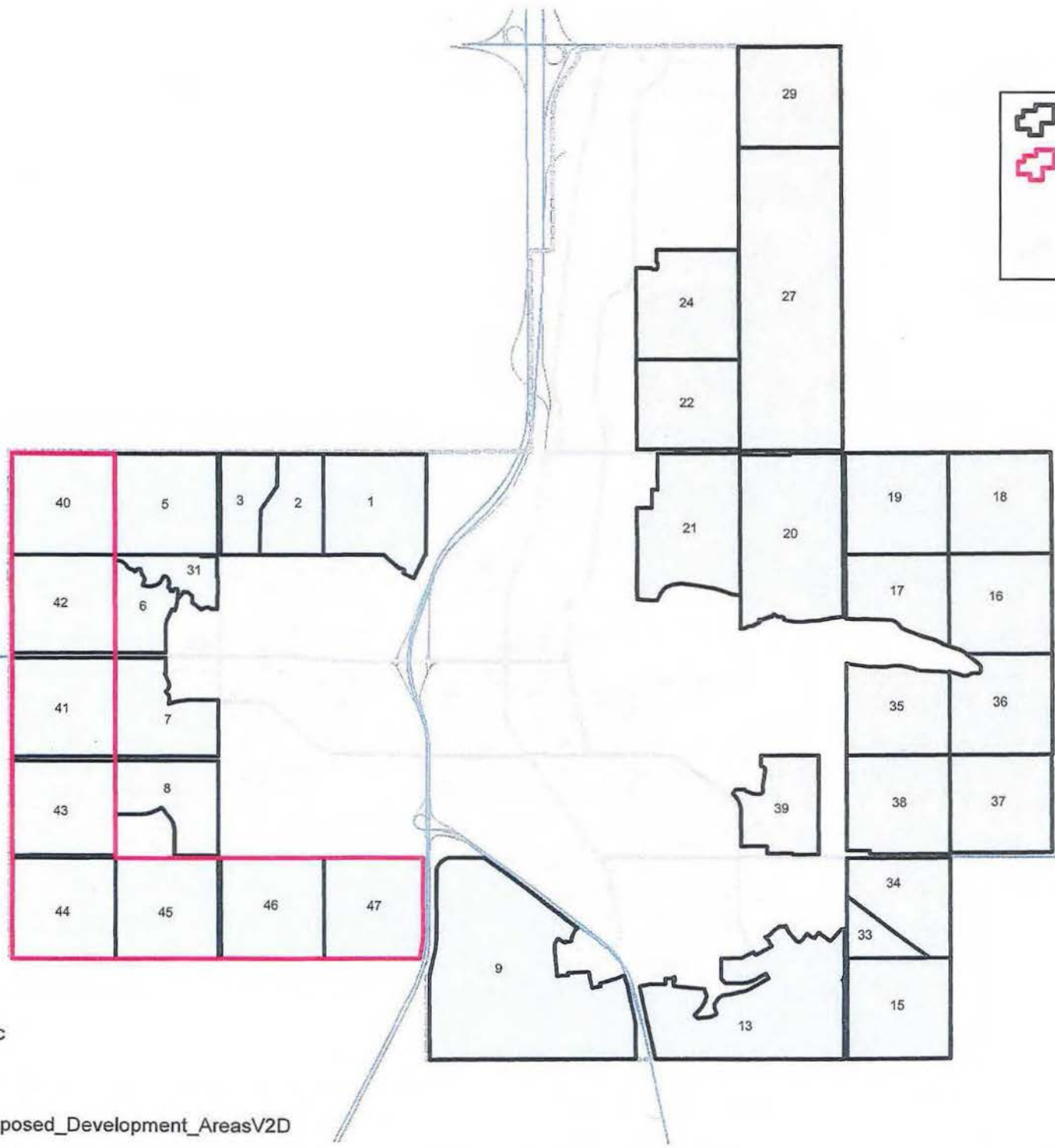
READ A SECOND TIME IN COUNCIL THIS ____ DAY OF _____, AD 2018.

READ A THIRD TIME IN COUNCIL AND FINALLY PASSED THIS ____ DAY OF _____, AD 2018.

Bob Young
MAYOR

Sandra Davis
CITY CLERK

Date Signed



 Development Boundary
 West Annexation Basin
 West Basin
 East Basin

**CITY OF LEDUC
OFF SITE LEVY**

PROPOSED DEVELOPMENT
AREAS

Schedule A

**Bylaw No. 999-2018
OFF-SITE LEVY BYLAW**

PAGE 7

Schedule B

** Off – Site Levy is charged on a per hectare basis

Area #	Transportation Levies	Water Levies	Sanitary Levies	Total
1.0	\$ 111,168.06	\$ 16,559.98	\$ -	\$ 127,728.05
2.0	\$ 111,168.06	\$ 16,559.98	\$ -	\$ 127,728.05
3.0	\$ 111,168.06	\$ 16,559.98	\$ 9,179.88	\$ 136,907.93
5.0	\$ 111,168.06	\$ 16,559.98	\$ 9,179.88	\$ 136,907.93
6.0	\$ 111,168.06	\$ 16,559.98	\$ -	\$ 127,728.05
7.0	\$ 111,168.06	\$ 16,559.98	\$ -	\$ 127,728.05
8.0	\$ 111,168.06	\$ 16,559.98	\$ -	\$ 127,728.05
9.0	\$ 111,168.06	\$ 16,559.98	\$ 16,021.77	\$ 143,749.82
13.0	\$ 111,168.06	\$ 16,559.98	\$ 9,747.18	\$ 137,475.22
15.0	\$ 111,168.06	\$ 16,559.98	\$ 9,747.18	\$ 137,475.22
16.0	\$ 65,503.88	\$ 16,559.98	\$ 28,172.53	\$ 110,236.39
17.0	\$ 65,503.88	\$ 16,559.98	\$ 28,172.53	\$ 110,236.39
18.0	\$ 65,503.88	\$ 16,559.98	\$ 28,172.53	\$ 110,236.39
19.0	\$ 65,503.88	\$ 16,559.98	\$ 28,172.53	\$ 110,236.39
20.0	\$ 65,503.88	\$ 16,559.98	\$ -	\$ 82,063.86
21.0	\$ 65,503.88	\$ 16,559.98	\$ -	\$ 82,063.86
22.0	\$ 65,503.88	\$ 16,559.98	\$ -	\$ 82,063.86
24.0	\$ 65,503.88	\$ 16,559.98	\$ -	\$ 82,063.86
27.0	\$ 65,503.88	\$ 16,559.98	\$ -	\$ 82,063.86
29.0	\$ 65,503.88	\$ 16,559.98	\$ -	\$ 82,063.86
31.0	\$ 111,168.06	\$ 16,559.98	\$ 9,179.88	\$ 136,907.93
33.0	\$ 111,168.06	\$ 16,559.98	\$ 28,172.53	\$ 155,900.57
34.0	\$ 65,503.88	\$ 16,559.98	\$ 28,172.53	\$ 110,236.39
35.0	\$ 65,503.88	\$ 16,559.98	\$ 28,172.53	\$ 110,236.39
36.0	\$ 65,503.88	\$ 16,559.98	\$ 28,172.53	\$ 110,236.39
37.0	\$ 65,503.88	\$ 16,559.98	\$ 28,172.53	\$ 110,236.39
38.0	\$ 65,503.88	\$ 16,559.98	\$ 28,172.53	\$ 110,236.39
39.0	\$ 65,503.88	\$ 16,559.98	\$ -	\$ 82,063.86
40.0	\$ 113,731.37	\$ 16,559.98	\$ 59,012.79	\$ 189,304.15
41.0	\$ 113,731.37	\$ 16,559.98	\$ 59,012.79	\$ 189,304.15
42.0	\$ 113,731.37	\$ 16,559.98	\$ 59,012.79	\$ 189,304.15
43.0	\$ 113,731.37	\$ 16,559.98	\$ 59,012.79	\$ 189,304.15
44.0	\$ 113,731.37	\$ 16,559.98	\$ 59,012.79	\$ 189,304.15
45.0	\$ 113,731.37	\$ 16,559.98	\$ 59,012.79	\$ 189,304.15
46.0	\$ 113,731.37	\$ 16,559.98	\$ 59,012.79	\$ 189,304.15
47.0	\$ 113,731.37	\$ 16,559.98	\$ 59,012.79	\$ 189,304.15

**Bylaw No. 999-2018
OFF-SITE LEVY BYLAW**

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Schedule C

** Infrastructure projects to which the off-site levy charges collected under this bylaw are to be applied

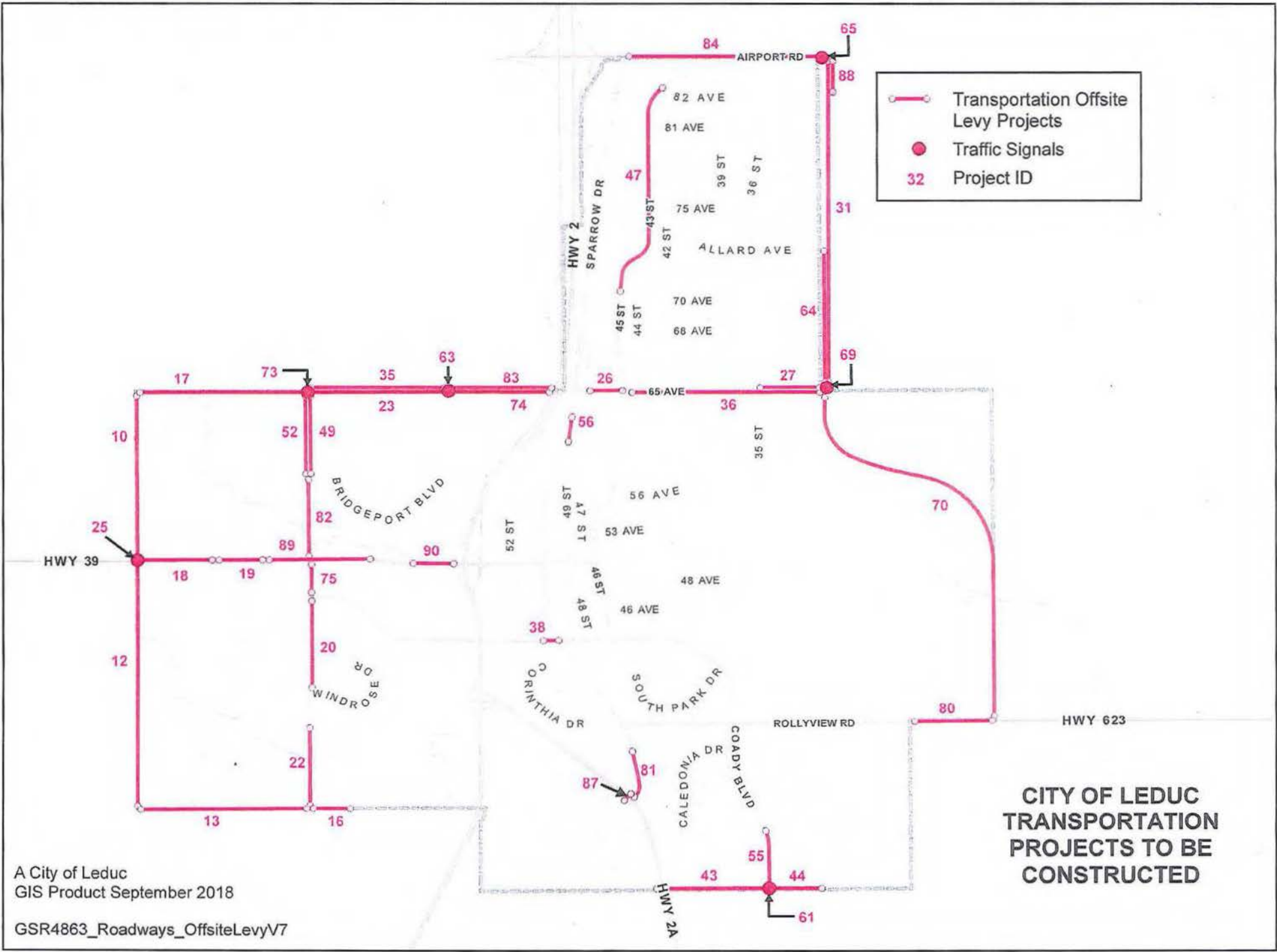
Transportation Infrastructure Projects – Schedule “C-1”

Reference	Project Name	Nature of Capital Work
8	Highway 2A - Realignment	Improve Road Network Capacity
9	Highway 2A - Traffic Signal	Intersection Capacity Improvements
10	74th Street (50th Ave to 65th Ave West)	Improve Road Network Capacity
12	74th Street (50th Avenue to SW Boundary)	Improve Road Network Capacity
13	Southwest Boundary Road (74th St to Grant MacEwan)	Improve Road Network Capacity
14	Traffic Signal - 50 Avenue / Grant MacEwan Boulevard	Intersection Capacity Improvements
16	Southwest Boundary Road (Grant MacEwan to Blackstone Entrance)	Improve Road Network Capacity
17	65th Avenue West (74th Street to Grant MacEwan) - 2L	Improve Road Network Capacity
18	50th Avenue (74th Street to Fire Hall)	Improve Road Network Capacity
19	50th Avenue (Deer Valley Drive to Fire Hall)	Improve Road Network Capacity
20	Grant MacEwan South (Black Gold Dr to Spruce) - 2L-4L	Improve Road Network Capacity
21	Rollyview Road/50 St Intersection - Traffic Signal	Intersection Capacity Improvements
22	Grant MacEwan South (38 Ave to SW Boundary) - 2L	Improve Road Network Capacity
23	65th Avenue West (Grant MacEwan to Discovery Way) - 2L	Improve Road Network Capacity
25	Traffic Signal - 74th Street and 50th Avenue	Intersection Capacity Improvements
26	65th Avenue East (East of CP Rail Corridor to 45th Street) -4L - 6L	Improve Road Network Capacity
27	65th Avenue East (35th Street to Spine Road) - 2L	Improve Road Network Capacity
28	Black Gold Drive (South Park Drive to Rollyview Road) Project	Improve Road Network Capacity
31	Spine Road (Airport Road to 65th Ave East) 2L to 4L	Improve Road Network Capacity
32	46 St (50 Ave to Black Gold Drive)	Improve Road Network Capacity
33	Highway 39 (Highway #2 East Ramp to Grant MacEwan)	Improve Road Network Capacity
35	65th Avenue West (Grant MacEwan to Discovery Way) - 2L - 4L	Improve Road Network Capacity
36	65th Avenue East (45th Street to Spine Road) - 2L to 4L	Improve Road Network Capacity
37	Traffic Signal - Black Gold Drive / 50 th Street	Intersection Capacity Improvements
38	Black Gold Drive (Grant MacEwan Blvd to 50 St)	Improve Road Network Capacity
39	Traffic Signal - 65 Avenue/ 50 Street	Intersection Capacity Improvements
40	43 Street from Airport Road to South of Airport Road	Improve Road Network Capacity
41	Traffic Signal - Airport Road / 43 Street	Intersection Capacity Improvements
42	Airport Road (Sparrow Drive to RR 250)	Improve Road Network Capacity
43	Southeast Boundary Road (Hwy 2A to Coady Blvd.)	Improve Road Network Capacity

**Bylaw No. 999-2018
OFF-SITE LEVY BYLAW**

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44	Southeast Boundary Road (Coady Blvd to CW Gaetz)	Improve Road Network Capacity
47	45th/43rd Street (175m North of 70th Ave to 82nd ave)	Improve Road Network Capacity
49	Grant MacEwan North (65th Ave West to Bridgeport Gate) 2L - 4L	Improve Road Network Capacity
50	Grant MacEwan Blvd (Ameena Dr. to 1/4 Section Line North)	Improve Road Network Capacity
51	Grant MacEwan Boulevard from 38 Ave to 50th Ave.	Improve Road Network Capacity
52	Grant MacEwan North (65th Ave West to Bridgeport Gate) 2L	Improve Road Network Capacity
54	Coady Boulevard- to McDowll Wynd	Improve Road Network Capacity
55	Coady Boulevard (Meadowview Blvd to SE Boundary Road)	Improve Road Network Capacity
56	50 Street (64 Ave to 61 Ave)	Improve Road Network Capacity
59	50 Ave from Alton to Interchange	Improve Road Network Capacity
61	Traffic Signal - Coady Blvd and SE Boundary Road	Intersection Capacity Improvements
63	Traffic Signal - 65th Avenue W and Discovery Way	Intersection Capacity Improvements
64	Spine Road (Allard Avenue to 65th Avenue East) - 2L	Improve Road Network Capacity
65	Traffic Signal - Spine Road and Airport Road	Intersection Capacity Improvements
69	Traffic Signal - 65 Ave/ Spine Road	Intersection Capacity Improvements
70	Spine Road - 65th Avenue East to Rollyview Road	Improve Road Network Capacity
71	Black Gold Dr/Grant Mac Ewan - Traffic Signal	Intersection Capacity Improvements
73	Traffic Signal - Grant MacEwan/ 65 Ave	Intersection Capacity Improvements
74	65th Avenue West (Discovery Way to QE II) - 2L	Improve Road Network Capacity
75	Grant MacEwan South (50th Ave to Black Gold Drive) 2L- 4L	Improve Road Network Capacity
76	Airport Road Improvements from Sparrow Drive to 42 Street	Improve Road Network Capacity
80	Rollyview Road (C.W Gaetz to 800m W of Spine Road)	Improve Road Network Capacity
81	50th Street (Bella Coola to Hwy 2A)	Improve Road Network Capacity
82	Grant MacEwan North (Bridgeport Gate to 50th Ave) 2L- 4L	Improve Road Network Capacity
83	65th Avenue West (Discovery Way to QE II) - 2L - 6L	Improve Road Network Capacity
84	Airport Road (Sparrow Drive to Spine Road)	Improve Road Network Capacity
87	50th Street (Storage+Taper)	Improve Road Network Capacity
88	Spine Road (Airport Road to 82 Ave) 4L - 6L	Improve Road Network Capacity
89	50th Avenue (Bridgeport Crossing to Deer Valley Dr./West Haven Blvd)	Improve Road Network Capacity
90	50th Avenue (From QE II West Ramp Terminal to Discovery Way)	Improve Road Network Capacity



A City of Leduc
GIS Product September 2018

GSR4863_Roadways_OffsiteLevyV7

**CITY OF LEDUC
TRANSPORTATION
PROJECTS TO BE
CONSTRUCTED**

**Bylaw No. 999-2018
OFF-SITE LEVY BYLAW**

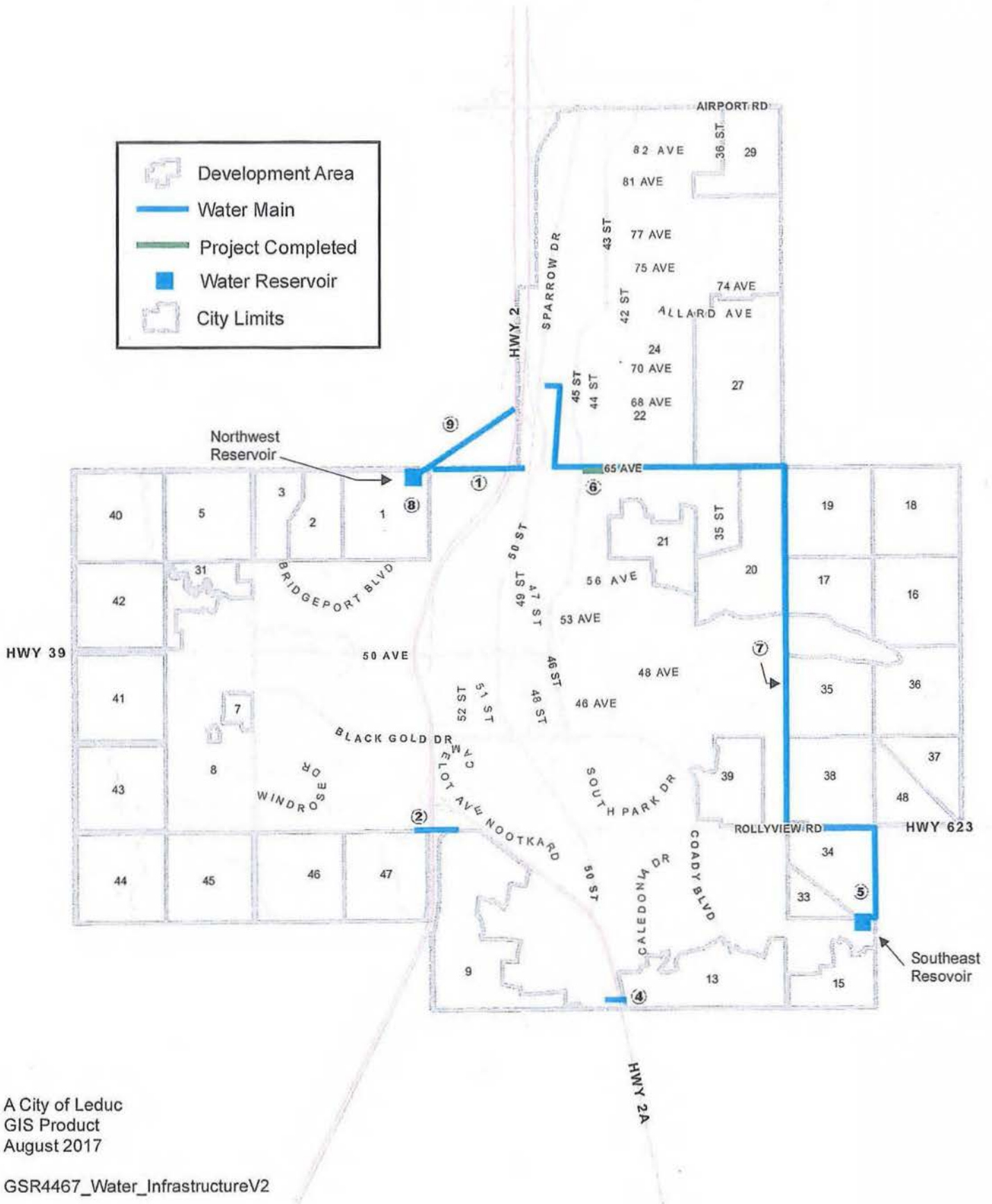
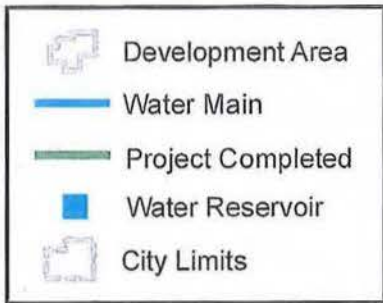
PAGE 10

Water Infrastructure Projects – Schedule “C-2”

1	Water Main - 65 Ave (Hwy 2 to West Bridgeport)	Improve Network Distribution
2	Water Main - Twp. 494 (Southfork to Windrose)	Improve Network Distribution
4	Water Main HWY 2A Crossing (South Fork to Tribute)	Improve Network Distribution
5	Robinson Water Reservoir	Improve Network Distribution
6	Water Main – 65 Avenue	Improve Network Distribution
7	Robinson Transmission Main - Oversizing	Improve Network Distribution
8	NW Water Reservoir	Improve Network Distribution
9	NW Water Transmission Main	Improve Network Distribution

Water Infrastructure Projects

Schedule "C-2"



**Bylaw No. 999-2018
OFF-SITE LEVY BYLAW**

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Sanitary Infrastructure Projects – Schedule “C-3”

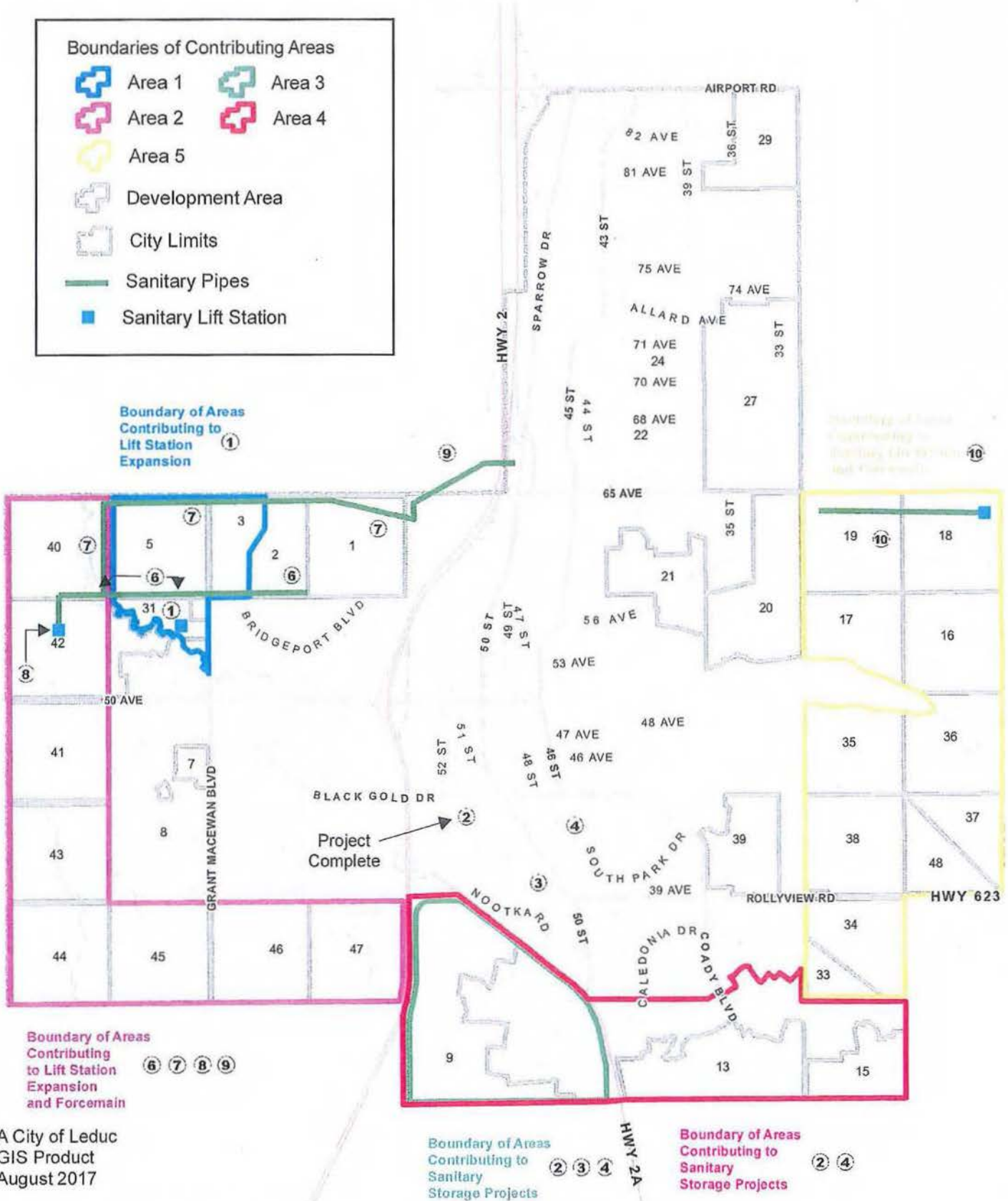
1	West Sanitary Lift Station Upgrade	Improve System Capacity
2	Corinthia Park North End Sewer Storage	Improve System Capacity
3	Corinthia Park South End Sewer Storage	Improve System Capacity
4	South Park Sewer Storage	Improve System Capacity
5	Westside Lift Station and Stage 1 Force Main	Improve System Capacity
7	Stage 2 Westside Force Main	Improve System Capacity
8	Westside Lift Station Upgrades	Improve System Capacity
9	Trunk Upgrades	Improve System Capacity
10	Eastside Sanitary Lift Station and Force Main	Improve System Capacity

Sanitray Infrastructure Projects

Schedule "C-3"

Boundaries of Contributing Areas

-  Area 1
-  Area 3
-  Area 2
-  Area 4
-  Area 5
-  Development Area
-  City Limits
-  Sanitary Pipes
-  Sanitary Lift Station



MEETING DATE: December 3, 2018

SUBMITTED BY: Ken Woitt – Director, Planning & Development

PREPARED BY: April Renneberg – Current Planner II
Karen Mercer – Development Officer

REPORT TITLE: Bylaw No. 1001-2018 – Redistricting North Commercial (61 Avenue/46A Street)
(2nd & 3rd Reading)

REPORT SUMMARY

In order to better fit existing and future land uses in the area, Bylaw 1001-2018 will amend Bylaw 809-2013, Section 27.0 – Land Use Map, by redistricting the following lands from GC – General Commercial to IBL – Business Light Industrial:

Plan 9220392
Block 2
Lot 15

Plan 4692TR
Block 2
Lot 7

Plan 3766TR
Block 2
Lots 2, 5 and 6

Plan 7622090
Block 2
Lots 3A and 3B

Plan 1120825
Block 2
Lot 4B

RECOMMENDATION

1. That Council give Bylaw 1001-2018 second reading.
2. That Council give Bylaw 1001-2018 third reading.

BACKGROUND

KEY ISSUE(S) / CONTEXT:

The City received a request to review its Land Use Bylaw zoning for a property in the area of 61 Avenue, in the north commercial area of the city. A land use study was undertaken by administration for the area outlined in Attachment 3 to

this report, which included a review of the historical zoning in the area, as well as an analysis of the existing land uses, business operations, building typologies and land use districts within the study area. As a result of this study, Planning administration is proposing to redistrict the lands identified in this report from GC - General Commercial to IBL – Business Light Industrial. The lands affected by this redistricting are shown in more detail within Attachments 4 and 5 and include eight legal parcels (as noted above) with the following municipal addresses:

- 6101 – 46A Street
- 6105 – 46A Street
- 6109 – 46A Street
- 6117 – 46A Street
- 6125 – 46A Street
- 4601 – 61 Avenue
- 4603 – 61 Avenue
- 4605 – 61 Avenue
- 4607 – 61 Avenue
- 4609 – 61 Avenue
- 4611 – 61 Avenue
- 4613 – 61 Avenue
- 4615 – 61 Avenue
- 4617 – 61 Avenue
- 4619 – 61 Avenue
- 4621 – 61 Avenue
- 6055 – 47 Street

The districting of the lands located within the study area has seen several changes over time. In 1968 these lands were zoned strictly for industrial land uses. Through the years, new Land Use Bylaws were adopted by Council, and new district titles assigned through that transition process. After analysis, it was found that the majority of the parcels within the study area are zoned appropriately as GC. That being said, upon examination of the existing commercial and light industrial land uses in the area of 46A Street and 61 Avenue, it was determined that some of the uses are neither permitted nor discretionary in accordance with the GC district. Although the uses in the area are still relatively industrial in nature, the zoning itself has shifted to a clearly commercial district, thus making those uses non-conforming under the Municipal Government Act.

Currently, of the eight parcels proposed to be redistricted, five of these parcels are operating as non-conforming uses. In order to correct these non-conforming uses and to better fit the general use of the land as it sits today, administration is proposing to redistrict the lands noted in this report to IBL – Business Light Industrial. It is also of note that the use in one bay, identified as 4601 61st Avenue, will become non-conforming as a result of this redistricting. Administration will be addressing this one non-conforming use in a future bylaw amendment to the IBL land use district. The owner of this bay was advised of this existing non conforming use within his site as well as administrations plan to address this issue through a future bylaw amendment. The land owner has advised administration that he is satisfied with this approach, and did not express any concerns.

The remaining three parcels are operating with uses that will see no impact to current uses on the lands, but may experience potential benefits of this districting in the future. An analysis of these use changes is included with this report as Attachment 6. The IBL land use district is intended to provide for a selection of light industrial and commercial uses that are readily evacuated, do not encourage large gatherings of people and do not adversely affect adjacent land uses by

allowing uses where there are significant, external, objectionable or dangerous conditions outside of any building on the site. This district is intended to serve as a buffer to more impactful industrial uses, and if the lands proposed are redistricted by Council, they would provide a buffer between the commercial areas to the north and west and the light industrial areas to the south and east.

Landowners of the proposed redistricting were sent a notice on August 14, 2018 inviting their input on the proposal. Administration was contacted by one owner questioning if there would be a tax implication in relation to the proposed rezoning. It was confirmed with both the Assessment and Finance departments that there will be no change to the assessed value or the taxes required by property owners in this area as a result of rezoning from commercial to industrial. No other comments were received.

LEGISLATION AND/OR POLICY:

1. Municipal Government Act, RSA 2000, Chapter M-26, as amended
 - S. 640(2)(a) requires a municipality be divided into land use districts.
 - S. 606 and S. 692 govern the requirements for advertising a bylaw. More specifically, S. 692(4) outlines those additional advertising requirements for a bylaw changing the land use district designation of a parcel of land.
2. Land Use Bylaw 809-2013, as amended
3. Edmonton International Airport Vicinity Protection Area Regulation 55/2006 as amended 185/2017
4. Edmonton Metropolitan Region Growth Plan - In accordance with Schedule 3B of the EMRGP this area is identified as a Local Employment Area, which is defined within the EMRGP as a Localized area with industrial, commercial and/or institutional land uses that have locally significant business and economic activities and generate a small concentration of employment for the local area.

PAST COUNCIL CONSIDERATION:

Bylaw 1001-2018 was given first reading by Council at the regular meeting held November 19, 2018.

CITY OF LEDUC PLANS:

Bylaw 1001-2018 is consistent with the City of Leduc Municipal Development Plan and City of Leduc/Leduc County Intermunicipal Development Plan, as amended.

IMPLICATIONS OF RECOMMENDATION

ORGANIZATIONAL:

There are no organizational implications.

POLICY:

There are no policy implications.

IMPLEMENTATION / COMMUNICATIONS:

The public hearing was held earlier at this meeting of Council. The hearing was advertised in the November 16 and 23, 2018 issues of 'The Representative' and notices were mailed to affected property owners as well as property owners within 61.0 m of the subject area.

ALTERNATIVES:

1. That Council amend Bylaw 1001-2018.
2. That Council defeat Bylaw 1001-2018

ATTACHMENTS:

1. Bylaw 1001-2018
2. Key Plan
3. Land Use Study Area
4. Redistricting Plan
5. Detailed Aerial of Proposed Redistricting
6. Analysis of Land Uses By District (GC vs. IBL)
7. EMRGP Schedule 3 Map

Others Who Have Reviewed the Report

P. Benedetto, City Manager / B. Loewen, City Solicitor / M. Pieters, General Manager, Infrastructure & Planning

AMENDMENT # 86 - TO BYLAW NO. 809-2013, THE LAND USE BYLAW

The *Municipal Government Act*, R.S.A. 2000, Chapter M-26, as amended (the "Act") grants a municipality the authority to pass a Land Use Bylaw;

AND: in accordance with the Act, the City of Leduc passed Land Use Bylaw No. 809-2013 to regulate and control the use and development of land and buildings in the City of Leduc, and the Council has deemed it expedient and necessary to amend Bylaw No. 809-2013;

AND: notice of intention to pass this bylaw has been given and a public hearing has been held in accordance with the Act;

THEREFORE: the Council of the City of Leduc in the Province of Alberta duly assembled hereby enacts as follows:

PART I: APPLICATION

- 1. **THAT:** Bylaw No. 809-2013, the Land Use Bylaw, is amended by this Bylaw.
- 2. **THAT:** the Land Use Map, attached to and being part of the Land Use Bylaw of the City of Leduc, be amended by reclassifying:

9220392, Block 2, Lot 15
 4692TR, Block 2, Lot 7
 3766TR, Block 2, Lots 2, 5 and 6
 7622090, Block 2, Lots 3A and 3B
 1120825, Block 2, Lot 4B

From: GC – General Commercial

To: IBL – Business Light Industrial

as shown in Schedule A, attached hereto and forming part of this bylaw.

PART II: ENACTMENT

This Bylaw shall come into force and effect when it receives Third Reading and is duly signed.

READ A FIRST TIME IN COUNCIL THIS ____ DAY OF _____, AD 2018.

READ A SECOND TIME IN COUNCIL THIS ____ DAY OF _____, AD 2018.

READ A THIRD TIME IN COUNCIL AND FINALLY PASSED THIS ____ DAY OF _____, AD 2018.

Date Signed

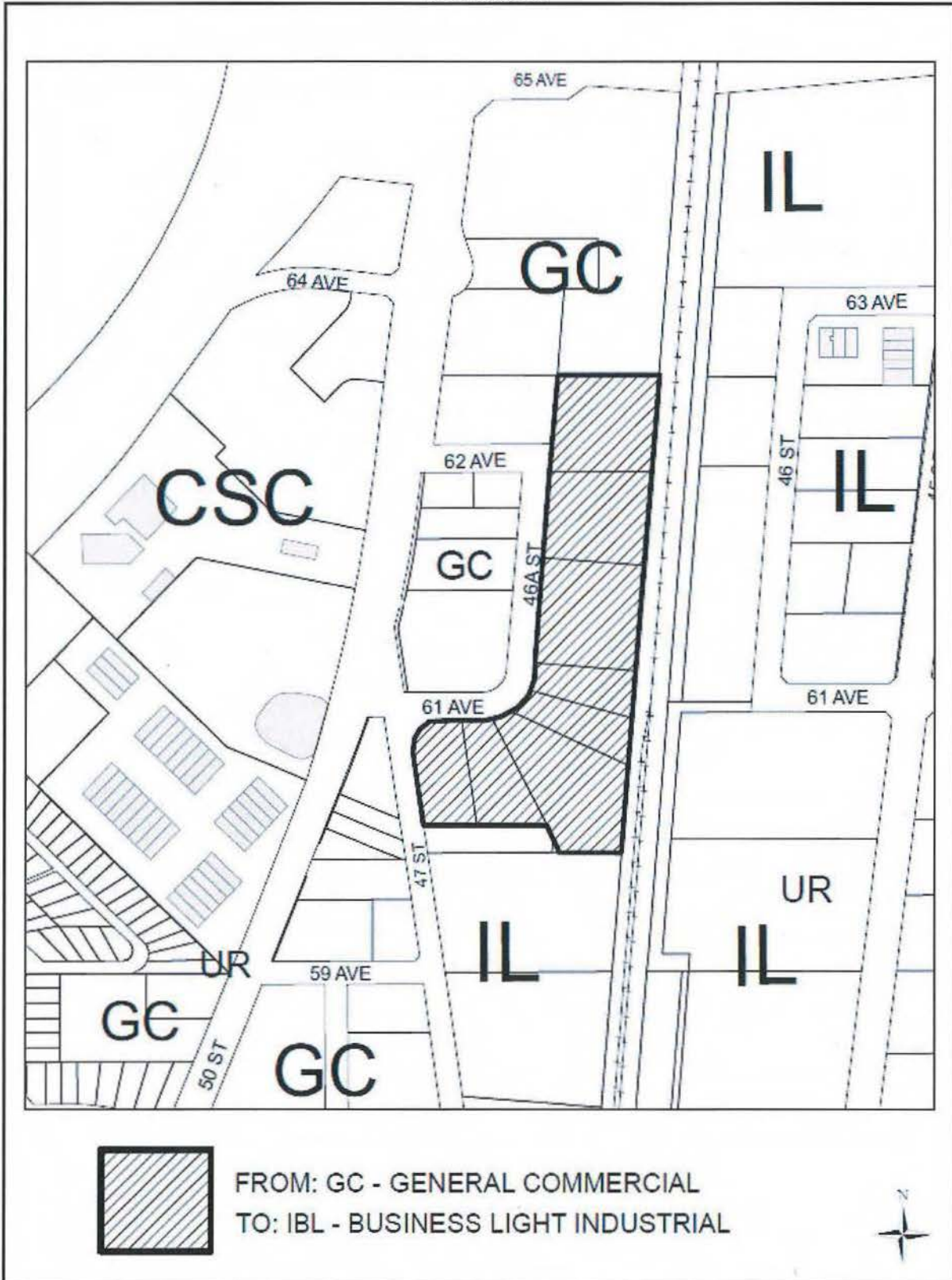
APPROVED
As to Form
 B. L.

City Solicitor

Robert Young
MAYOR

Sandra Davis
CITY CLERK

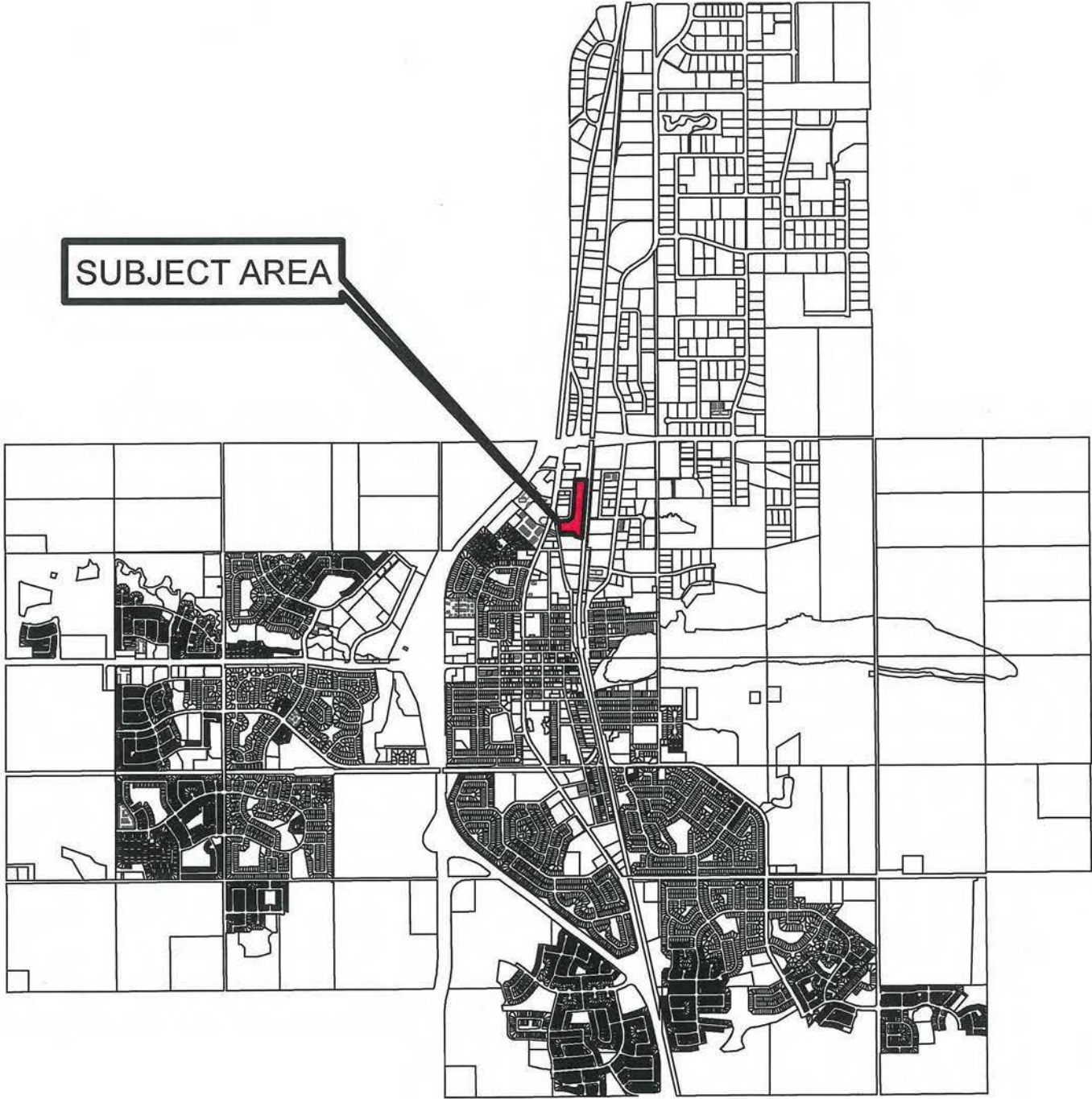
SCHEDULE A



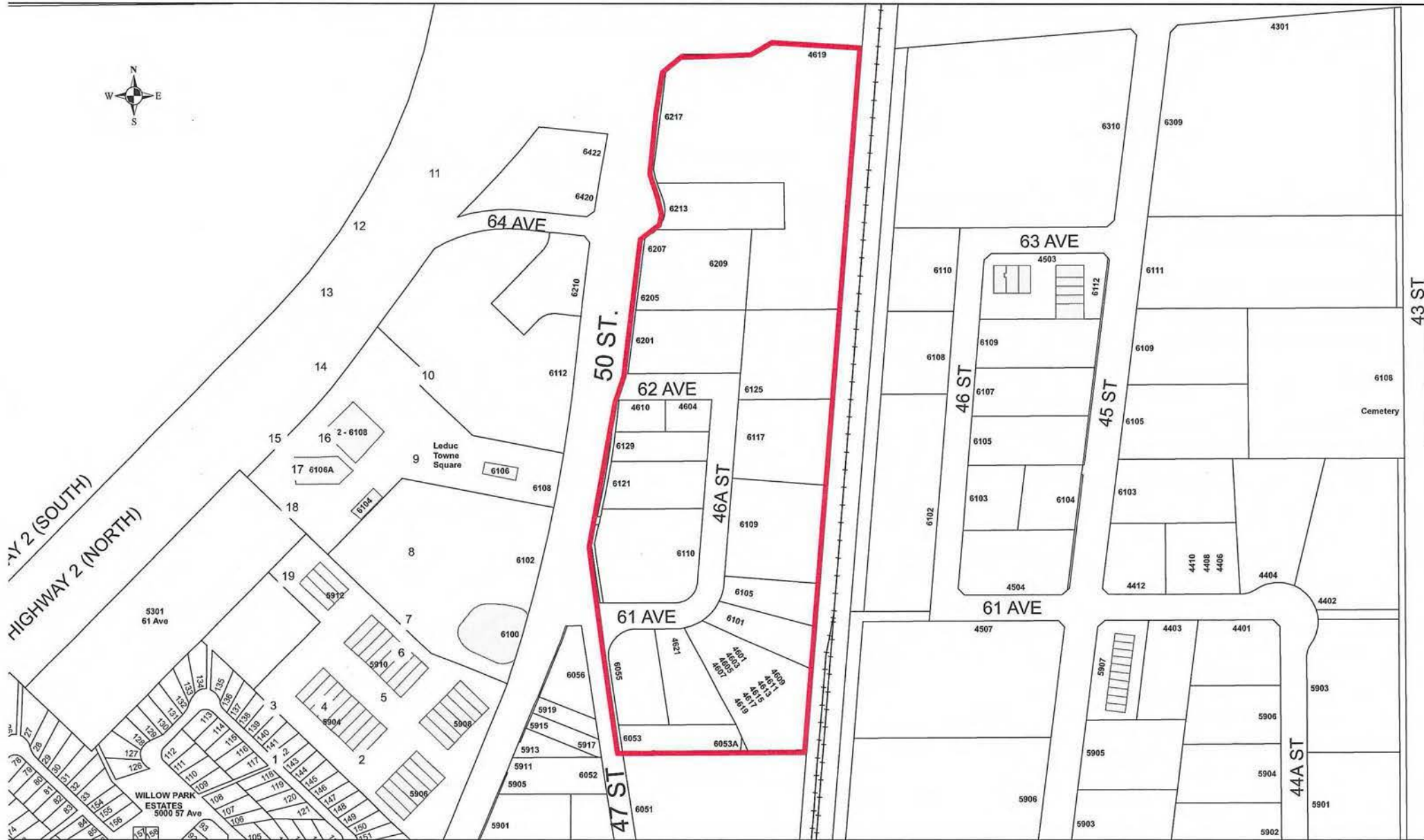
KEY PLAN



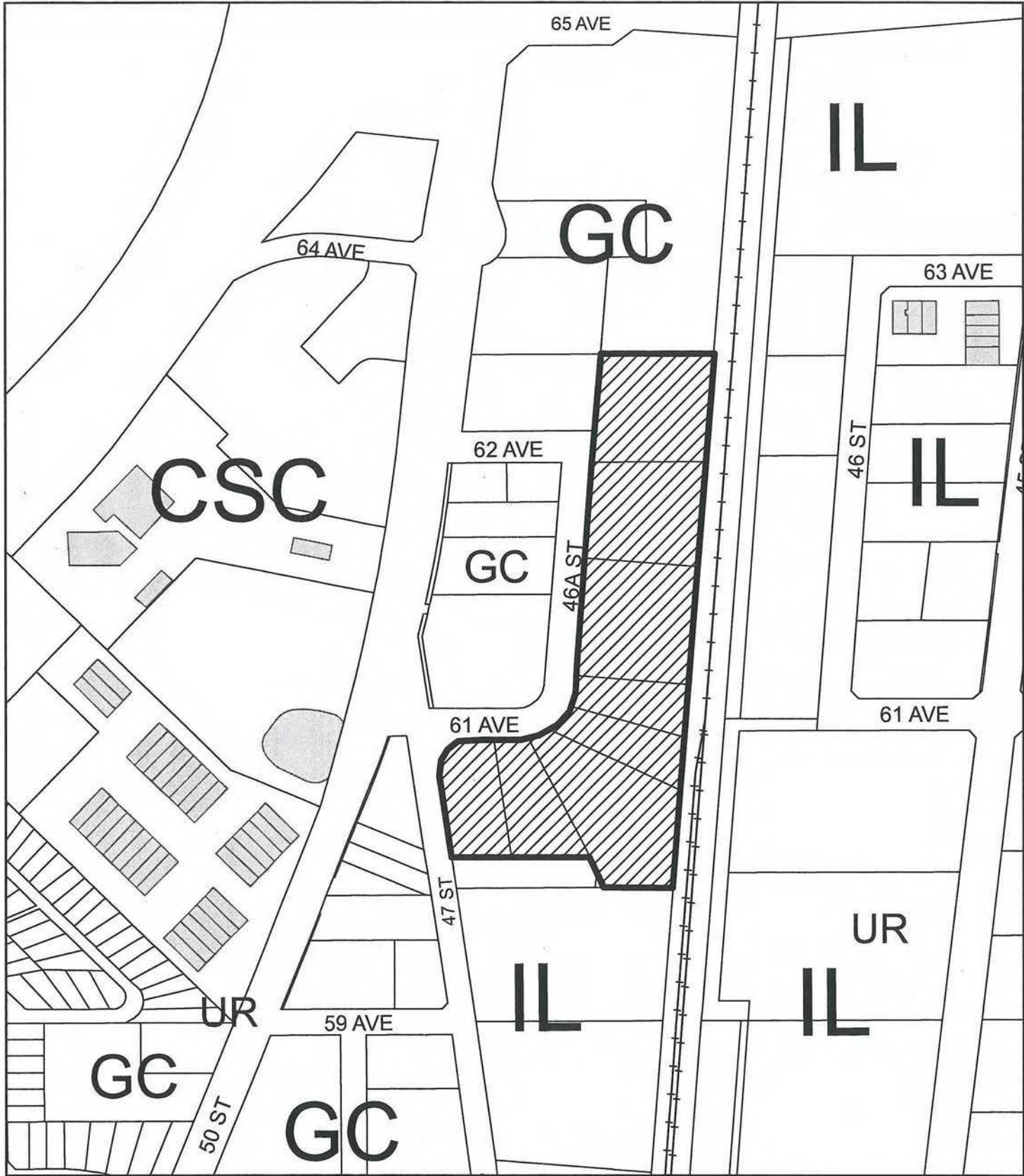
SUBJECT AREA



LAND USE STUDY AREA ATTACHMENT 3



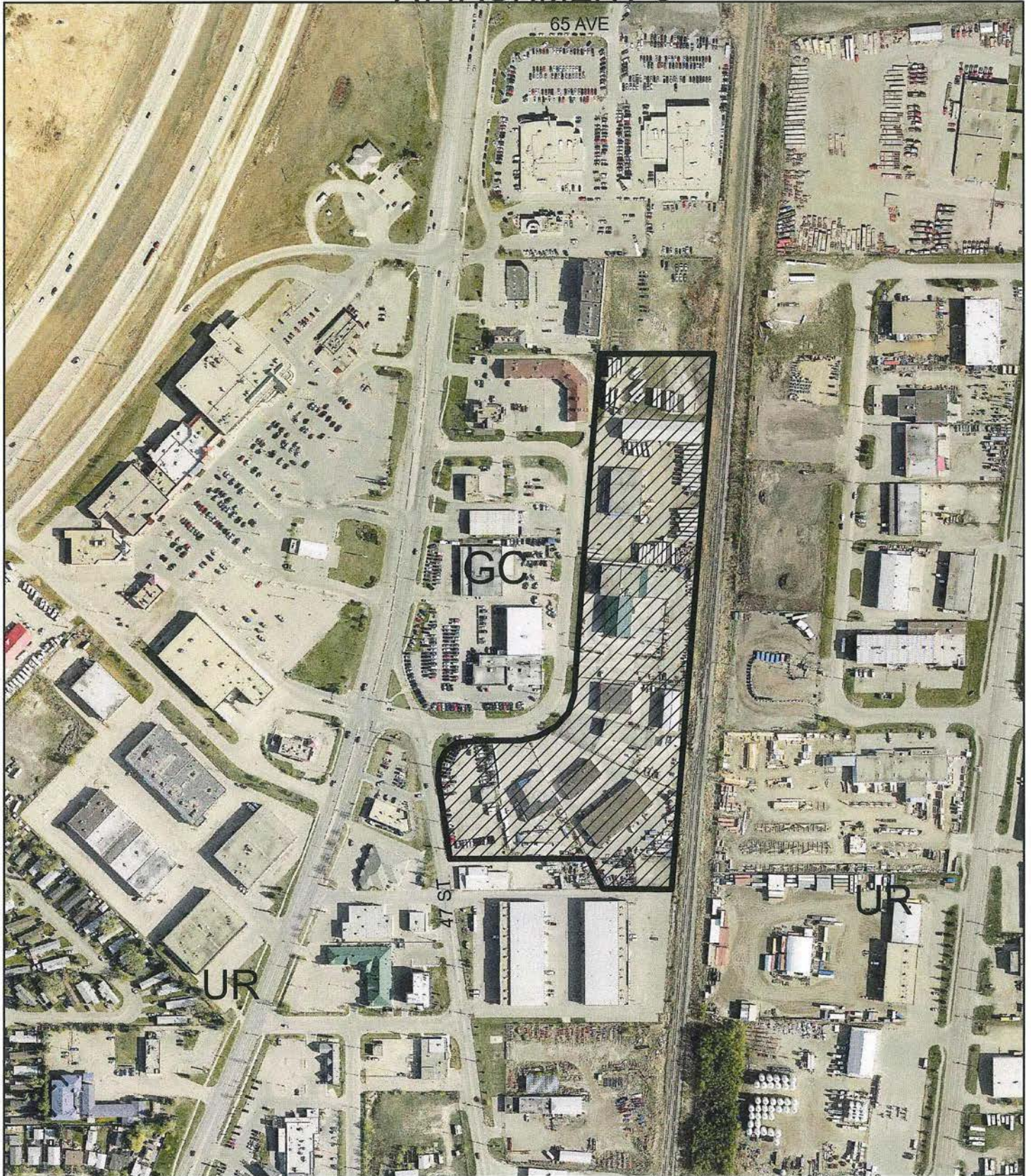
REDISTRICTING PLAN ATTACHMENT 4



FROM: GC - GENERAL COMMERCIAL
TO: IBL - BUSINESS LIGHT INDUSTRIAL



DETAILED AERIAL OF PROPOSED REDISTRICTING ATTACHMENT 5



FROM: GC - GENERAL COMMERCIAL
TO: IBL - BUSINESS LIGHT INDUSTRIAL

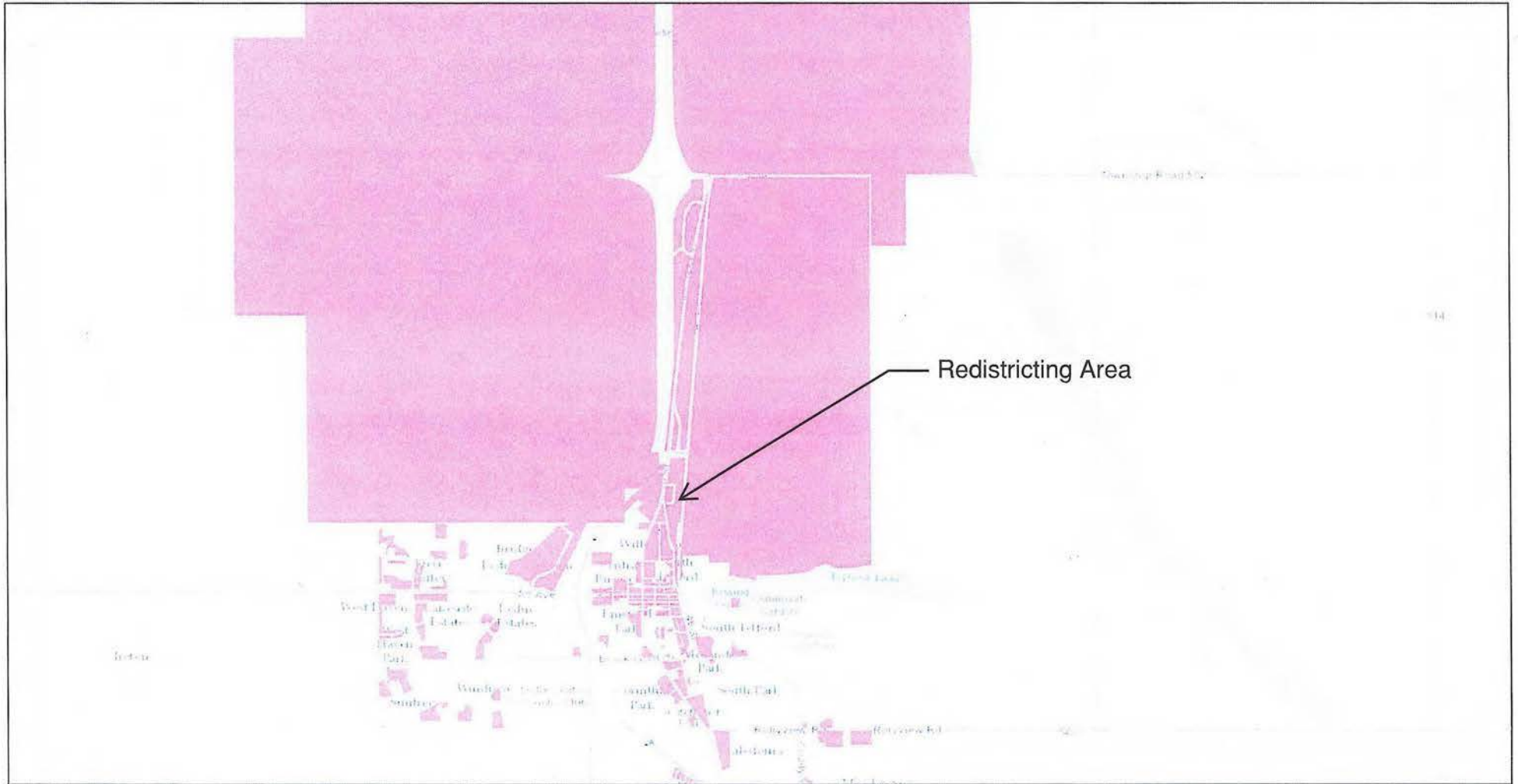


LAND USE ANALYSIS BY DISTRICT (GC VS. IBL)

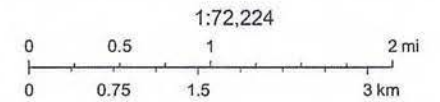
ATTACHMENT 6

Lands to Be Redistricted (Civic Addresses)	Existing Land Use Use Type	Use Status Under GC Land Use District (Current)	Use Status Under IBL Land Use District (Proposed)	Impact of Redistricting from GC to IBL
6055 47th Street	Parking Facility	Permitted	Permitted	No Change
4621 61st Avenue	Retail Lumber Sales	Permitted (Retail Sales)	Permitted as GI-Light	No Significant Change
4601 - 4619 61st Avenue 61st Avenue (10 Units)				
Building 1 (4 Units)				
4601 61st Avenue	Pet care services/Retail (For Paws)	Permitted	Non Conforming	Creates a Non Conforming Use. This is to be addressed in a future bylaw amendment to the IBL Land Use District.
4603 61st Avenue	General Industrial (light) (Macadoo Flow Systems)	Non Conforming	Permitted	Creates Conforming Use that will be Permitted
4605 61st Avenue	Contractor Service (Firewatch)	Permitted	Permitted	No change
4607 61st Avenue	Contractor Service (Leduc Chimney Sweep)	Permitted	Permitted	No change
Building 2 (6 Units)				
4609 61st Avenue	VACANT at the time of study			
4611 61st Avenue	Vehicle Repair Facility (Limited) (Hitchworks)	Discretionary	Permitted	No significant Change
4613 61st Avenue	General Industrial (light) (Happy Nappy)	Non Conforming	Permitted	Creates a conforming use that will be a Permitted Use
4615 61st Avenue	Contractor Service (Firewatch)	Permitted	Permitted	No Change
4617 61st Avenue	Contractor Service (Firewatch)	Permitted	Permitted	No Change
4619 61st Avenue	Vehicle Repair (Limited) (Avalon Automotive)	Discretionary	Permitted	No significant Change
6101 46A Street	General Industrial (light) (Custom Pipe Services)	Non Conforming	Permitted	Creates Conforming Use that will be a Permitted Use
6105 46A Street	Contractor Service (Leduc Plumbing & Heating)	Permitted	Permitted	No Change
6109 46A Street	Equipment Rental (The Rental House)	Non Conforming	Permitted	Creates Conforming Use that will be Permitted
6117 46A Street	Storage/Trucking (Leduc Bottle Depot/Leduc Moving & Storage)	Non Conforming	Permitted	Creates Conforming Uses that will be Permitted Uses
6125 46A Street	Commercial Storage/Gen Ind Light(Leduc Moving & Storage)	Non Conforming	Permitted	Creates Conforming Uses that will be Permitted Uses

Planned and Local Employment Areas (EMRGP Schedule 3B) ATTACHMENT 7



October 19, 2018



University of Alberta, City of Leduc, Bureau of Land Management,
Province of Alberta, Esri Canada, Esri, HERE, Garmin, INCREMENT
P, USGS, METI/NASA, NGA, EPA, USDA, AAF, NRCan

MEETING DATE: December 3, 2018

SUBMITTED BY: Ken Woitt – Director, Planning & Development

PREPARED BY: April Renneberg – Current Planner II

REPORT TITLE: Bylaw No. 1002-2018 – Redistricting Part Lot A1, Block 2, Plan 554TR (Assisted Living Facility-Limited) (2nd & 3rd Readings)

REPORT SUMMARY

Bylaw 1002-2018 will amend Bylaw 809-2013, Section 27.0 – Land Use Map, by redistricting part of Lot A1, Block 2, Plan 554TR, being 4222 – 50 Street, from MUR – Mixed-Use Residential to MUC – Mixed-Use Comprehensive to facilitate the development of an Assisted Living Facility (Limited).

RECOMMENDATION

1. That Council give Bylaw 1002-2018 second reading.
2. That Council give Bylaw 1002-2018 third reading.

BACKGROUND

KEY ISSUE(S) / CONTEXT:

The MUC land use district provides for a range of higher density housing forms with close access to neighbourhood commercial uses, recreational opportunities and professional uses oriented towards local neighbourhood markets. The proposed use associated with this MUC application is an Assisted Living Facility (Limited), providing accommodation with moderate care provisions for residents in a congregate setting. A full list of uses allowed under the MUC land use district is included as Attachment 5 to this report.

The City recently received an application to redistrict a portion of the lands across 50 Street from the Leduc Community Health Centre and Hospital to the MUC land use district. The proponent is planning to develop the lands as an Assisted Living Facility (Limited), meaning moderate care is provided to residents, without on-site professional services. Subdivision of the lands, creating a separate parcel for this development, has been conditionally approved by the City of Leduc Subdivision Authority. The townhouses within Camwood Estates that are located on the southwest corner of Lot A1, Block 2, Plan 554TR will remain unaffected by this application. The higher-density zoning on the undeveloped portion of the lands allows for greater intensification opportunities within the core area of the City, which is in keeping with the policies of the City's Municipal Development Plan as well as larger regional objectives.

Currently the MUC district imposes a site area maximum of 3300 m² (0.33 ha). The proposed subdivision application for the Assisted Living Facility (Limited) site creates a parcel 1.35 ha (13,500 m²) in size, which does not meet the current subdivision regulations within the Land Use Bylaw. Administration is proposing to amend this regulation, thus allowing for this and future developments on larger sites. This amendment is being brought forward to Council at this meeting as Bylaw 1009-2018. Bylaw 1002-2018 cannot be approved unless Council first approves Bylaw 1009-2018, amending the MUC regulations.

LEGISLATION AND/OR POLICY:

1. Municipal Government Act, RSA 2000, Chapter M-26, as amended
 - S. 640(2)(a) requires a municipality be divided into land use districts.
 - S. 606 and S. 692 govern the requirements for advertising a public hearing for a bylaw. More specifically, S. 692(4) outlines those additional advertising requirements for a bylaw changing the land use district designation of a parcel of land.
2. Land Use Bylaw 809-2013, as amended

PAST COUNCIL CONSIDERATION:

Bylaw 1002-2018 received first reading by Council at its regular meeting held November 19, 2018.

CITY OF LEDUC PLANS:

Bylaw 1002-2018 is consistent with the City of Leduc Municipal Development Plan, as amended.

IMPLICATIONS OF RECOMMENDATION

ORGANIZATIONAL:

There are no organizational implications.

POLICY:

There are no policy implications.

IMPLEMENTATION / COMMUNICATIONS:

The public hearing was held earlier at this meeting of Council. The hearing was advertised in the November 16 and 23, 2018 issues of 'The Representative' and notices were mailed to property owners within 61.0 m of the subject area.

ALTERNATIVES:

1. That Council amend bylaw 1002-2018.
2. That Council defeat Bylaw 1002-2018.

ATTACHMENTS:

1. Bylaw 1002-2018
2. Key Plan
3. Redistricting Plan
4. Subdivision Plan with Aerial Photo
5. MUC Land Use Table

Others Who Have Reviewed the Report

P. Benedetto, City Manager / B. Loewen, City Solicitor / M. Pieters, General Manager, Infrastructure & Planning

AMENDMENT #87 - TO BYLAW NO. 809-2013, THE LAND USE BYLAW

The *Municipal Government Act*, R.S.A. 2000, Chapter M-26, as amended (the "Act") grants a municipality the authority to pass a Land Use Bylaw;

AND: in accordance with the Act, the City of Leduc passed Land Use Bylaw No. 809-2013 to regulate and control the use and development of land and buildings in the City of Leduc, and the Council has deemed it expedient and necessary to amend Bylaw No. 809-2013;

AND: notice of intention to pass this bylaw has been given and a public hearing has been held in accordance with the Act;

THEREFORE: the Council of the City of Leduc in the Province of Alberta duly assembled hereby enacts as follows:

PART I: APPLICATION

1. **THAT:** Bylaw No. 809-2013, the Land Use Bylaw, is amended by this Bylaw.

2. **THAT:** the Land Use Map, attached to and being part of the Land Use Bylaw of the City of Leduc, be amended by reclassifying:

Part of Lot A1, Block 2, Plan 554TR
(consisting of 1.35 ha more or less)

From: MUR – Mixed-Use Residential
To: MUC – Mixed-Use Comprehensive

as shown in Schedule A, attached hereto and forming part of this bylaw.

PART II: ENACTMENT

This Bylaw shall come into force and effect when it receives Third Reading and is duly signed.

READ A FIRST TIME IN COUNCIL THIS _____ DAY OF _____, AD 2018.

READ A SECOND TIME IN COUNCIL THIS _____ DAY OF _____, AD 2018.

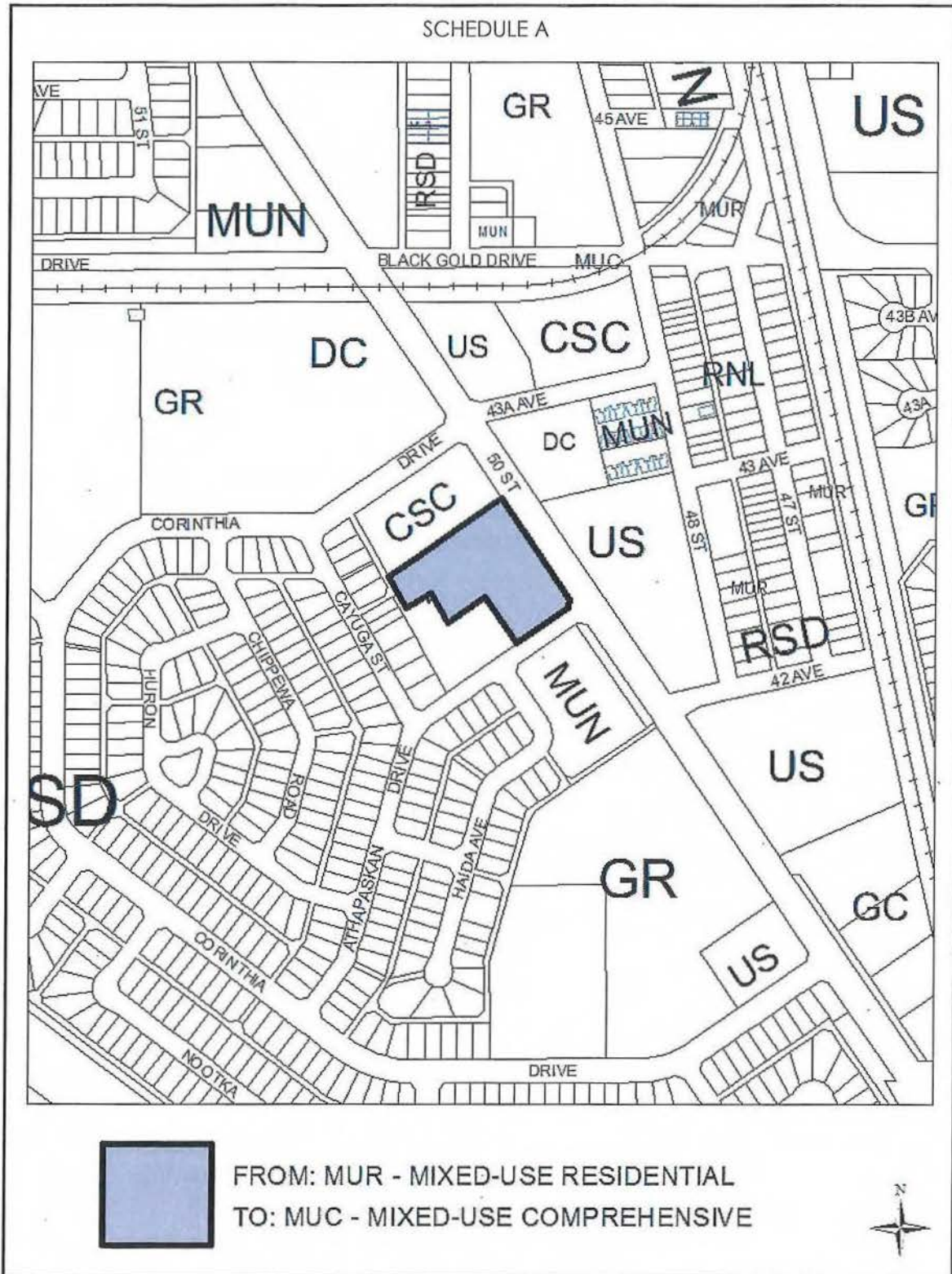
READ A THIRD TIME IN COUNCIL AND FINALLY PASSED THIS _____ DAY OF _____, AD 2018.

Robert Young
MAYOR

Sandra Davis
CITY CLERK

Date Signed





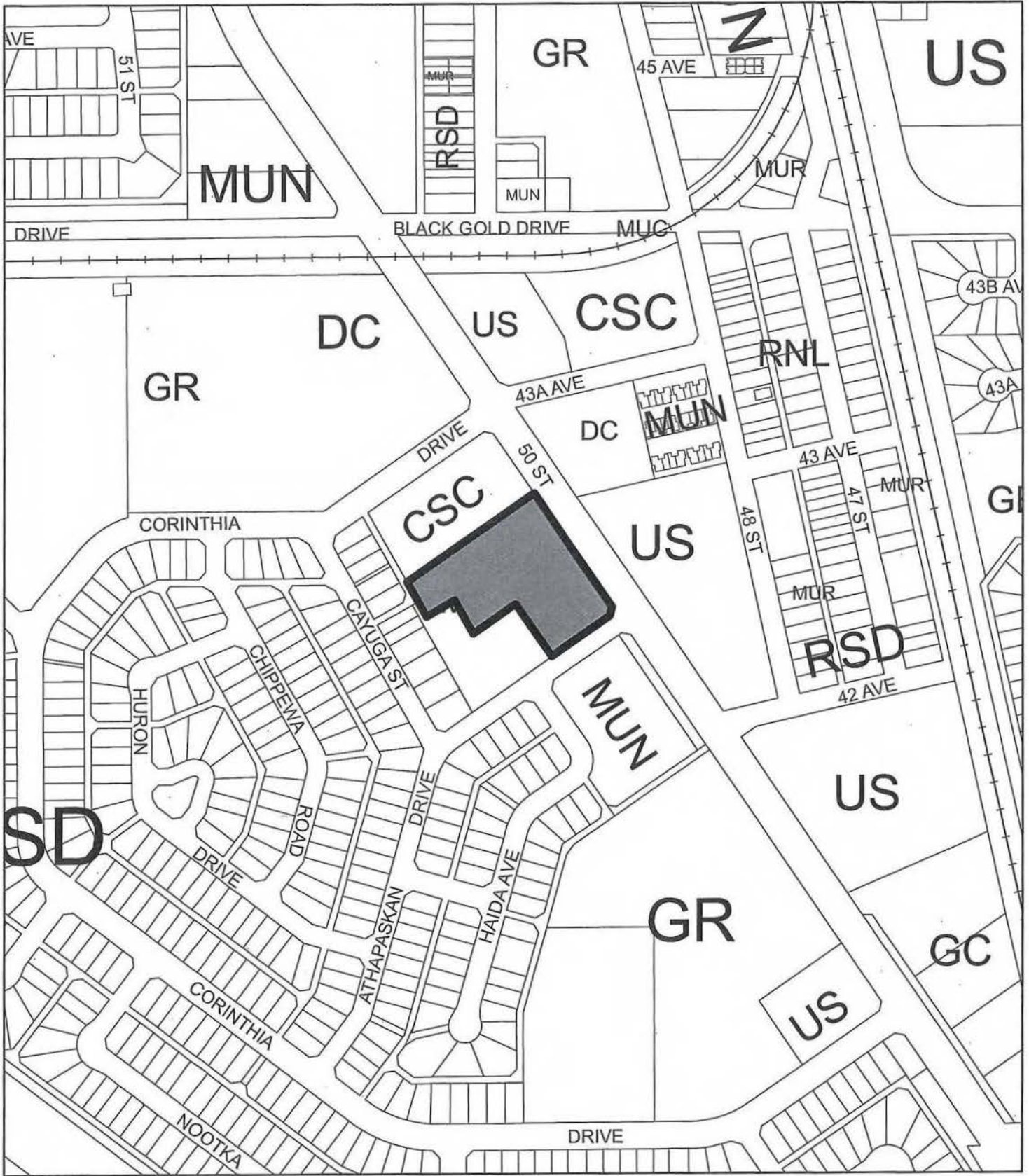
KEY PLAN



SUBJECT AREA

REDISTRICTING PLAN

ATTACHMENT 3



FROM: MUR - MIXED-USE RESIDENTIAL
TO: MUC - MIXED-USE COMPREHENSIVE



SUBDIVISION PLAN WITH AERIAL PHOTO



PROPOSED REDISTRICTING (BYLAW 1002-2018)



Table 1: Permitted and Discretionary Land Use Classes MUC – Mixed Use Comprehensive

Permitted Uses	Discretionary Uses
Accessory Developments	Assisted Living Facility
Assisted Living Facility (Limited)	Boarding Facility
Banner Sign (With a Multi-Unit Residential Development or commercial use only)	Business Support Service
Dwelling, Apartment (1-4 Storeys)	Commercial School
Dwelling, Apartment (4 or more Storeys)	Community Service Facility
Eating and Drinking Establishment (Limited)	Day Care Facility
Fascia Sign (With a commercial use only)	Drive Through Service
Freestanding Sign (With a commercial use only)	Dwelling, Fourplex
Government Service	Dwelling, Townhouse
Group Home	Dwelling, Triplex
Health Service	Eating and Drinking Establishment
Identification Sign	Entertainment Facility, Indoor
Park	Entertainment Facility, Outdoor
Parking Facility	Farmers/Flea Market
Personal Service	Home Occupation
Professional, Financial and Office Service	Hotel
Projecting Sign (With a commercial use only)	Place of Worship
Radio Communication Facility	Private Club
Radio Communication Facility (Limited)	Retail Store (General)
Residential Sales Centre	Retail Store (Liquor)
Retail Store (Neighbourhood)	Retail Store (Secondhand Shop)
Temporary Portable Sign (With a commercial use only)	Seasonal Garden Centre
Utility	Service Station (Limited)
	Swimming Pool
	Temporary Shelter Services
	Veterinary Clinic
	Uses similar to the permitted and discretionary uses listed above

MEETING DATE: December 3, 2018
SUBMITTED BY: Ken Woitt – Director, Planning & Development
PREPARED BY: April Renneberg – Current Planner II
REPORT TITLE: Bylaw No. 1003-2018 – Redistricting South Park Zero Lot Line Homes (2nd & 3rd Reading)

REPORT SUMMARY

Bylaw 1003-2018 will amend Bylaw 809-2013, Section 27.0 – Land Use Map, by redistricting the following ten properties from RSD – Residential Standard District to RNL – Residential Narrow Lot to better accommodate the existing zero lot line residential development on the lands:

Plan 7921710
Block 13
Lots 81, 81A, 82, and 82A

Block 15
Lots 62, 62A, 63, 63A, 64, and 64A

RECOMMENDATION

1. That Council give Bylaw 1003-2018 second reading.
2. That Council give Bylaw 1003-2018 third reading.

BACKGROUND

KEY ISSUE(S) / CONTEXT:

Planning administration is proposing to redistrict the following properties from RSD – Residential Standard District to RNL – Residential Narrow Lot:

4104 – 43B Avenue
4106 – 43B Avenue
4108 – 43B Avenue
4110 – 43B Avenue
4112 – 43B Avenue
4114 – 43B Avenue
4318 – 41B Street
4122 – 43B Avenue
4124 – 43B Avenue
4126 – 43B Avenue

These lands were subdivided for development in 1979. With the adoption of the City's new Land Use Bylaw in 2013, there was a change to the land use districts. Through the transfer of the old districts to the new, these ten properties were placed in a district that did not allow for their existing zero lot line development. The City recently received a request for compliance on a

property in the area. Through review of that request, it was noted that the zero lot line construction on these lots does not meet the regulations of the current RSD land use district, making the development non-conforming under the Municipal Government Act. The City is proposing to redistrict the lands to the RNL land use district, the only residential district which allows for zero lot line development. The proposed redistricting will not materially affect the lands – it will, however, correct their non-conforming status, thus giving owners the ability to expand upon the residential structures on the properties.

Zero lot line parcels are those where the single detached dwelling is located directly on the side property boundary on one side of the lot. These types of buildings have specific development requirements. The City of Leduc requires a 1.5 m easement registered on the adjacent property to allow for encroachment of eaves, drainage and general access for maintenance purposes. This easement is registered along with the subdivision of the lands. In order to encourage fire safety, the Alberta Building Code requires that side of the building to have fire-rated drywall as well as restriction on wall penetrations such as windows; doors; dryer, furnace, water heater and fireplace vents; and fresh air intakes.

LEGISLATION AND/OR POLICY:

1. Municipal Government Act, RSA 2000, Chapter M-26, as amended
 - S. 640(2)(a) requires a municipality be divided into land use districts.
 - S. 606 and S. 692 govern the requirements for advertising a public hearing for a bylaw. More specifically, S. 692(4) outlines those additional advertising requirements for a bylaw changing the land use district designation of a parcel of land.
2. Land Use Bylaw 809-2013, as amended

PAST COUNCIL CONSIDERATION:

Bylaw 1003-2018 was given first reading by Council at the regular meeting held November 19, 2018.

CITY OF LEDUC PLANS:

Bylaw 1003-2018 is consistent with the City of Leduc Municipal Development Plan, as amended.

IMPLICATIONS OF RECOMMENDATION

ORGANIZATIONAL:

There are no organizational implications.

POLICY:

There are no policy implications.

IMPLEMENTATION / COMMUNICATIONS:

The public hearing was held earlier at this meeting of Council. The hearing was advertised in the November 16 and 23, 2018 issues of 'The Representative' and notices were mailed to affected property owners as well as property owners within 61.0 m of the subject area.

ALTERNATIVES:

1. That Council amend Bylaw 1003-2018.
2. That Council defeat Bylaw 1003-2018.

ATTACHMENTS:

1. Bylaw 1003-2018
2. Key Plan
3. Redistricting Plan
4. Redistricting Area (Detail)

Others Who Have Reviewed the Report

P. Benedetto, City Manager / B. Loewen, City Solicitor / M. Pieters, General Manager, Infrastructure & Planning

Bylaw No. 1003-2018

AMENDMENT #88 - TO BYLAW NO. 809-2013, THE LAND USE BYLAW

The *Municipal Government Act*, R.S.A. 2000, Chapter M-26, as amended (the "Act") grants a municipality the authority to pass a Land Use Bylaw;

AND: in accordance with the Act, the City of Leduc passed Land Use Bylaw No. 809-2013 to regulate and control the use and development of land and buildings in the City of Leduc, and the Council has deemed it expedient and necessary to amend Bylaw No. 809-2013;

AND: notice of intention to pass this bylaw has been given and a public hearing has been held in accordance with the Act;

THEREFORE: the Council of the City of Leduc in the Province of Alberta duly assembled hereby enacts as follows:

PART I: APPLICATION

1. **THAT:** Bylaw No. 809-2013, the Land Use Bylaw, is amended by this Bylaw.
2. **THAT:** the Land Use Map, attached to and being part of the Land Use Bylaw of the City of Leduc, be amended by reclassifying:

Plan 7921710
Block 13
Lots 81, 81A, 82, 82A

And

Block 15
Lots 62, 62A, 63, 63A, 64, 64A

From: RSD – Residential Standard District
To: RNL – Residential Narrow Lot

as shown in Schedule A, attached hereto and forming part of this bylaw.

APPROVED
As to Form
B. L.

City Solicitor

PART II: ENACTMENT

This Bylaw shall come into force and effect when it receives Third Reading and is duly signed.

READ A FIRST TIME IN COUNCIL THIS _____ DAY OF _____, AD 2018.

READ A SECOND TIME IN COUNCIL THIS _____ DAY OF _____, AD 2018.

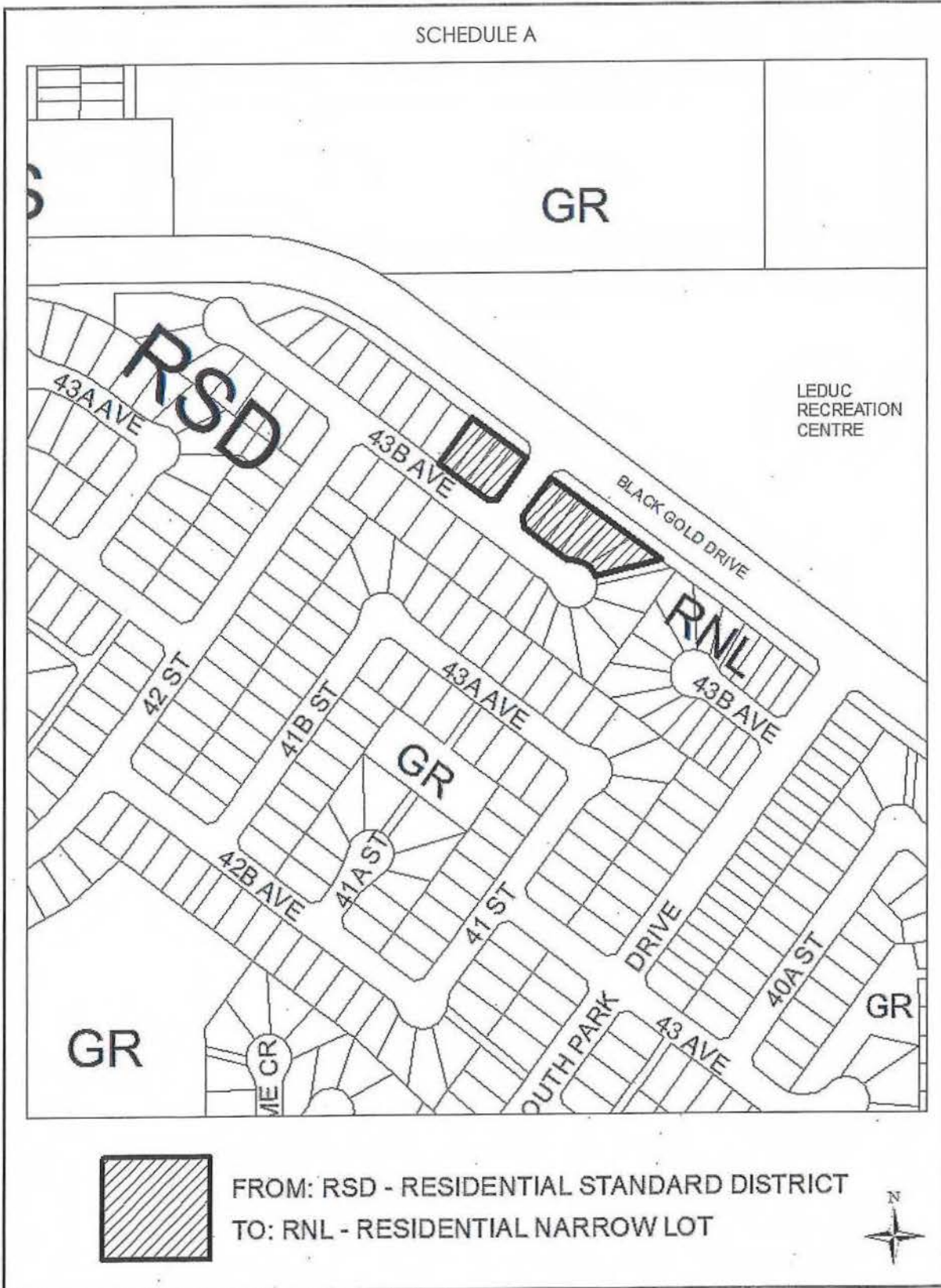
READ A THIRD TIME IN COUNCIL AND FINALLY PASSED THIS _____ DAY OF _____, AD 2018.

Robert Young
MAYOR

Sandra Davis
CITY CLERK

Date Signed

SCHEDULE A



GR

RSD

LEDUC
RECREATION
CENTRE

RNL

GR

GR

GR



FROM: RSD - RESIDENTIAL STANDARD DISTRICT
TO: RNL - RESIDENTIAL NARROW LOT

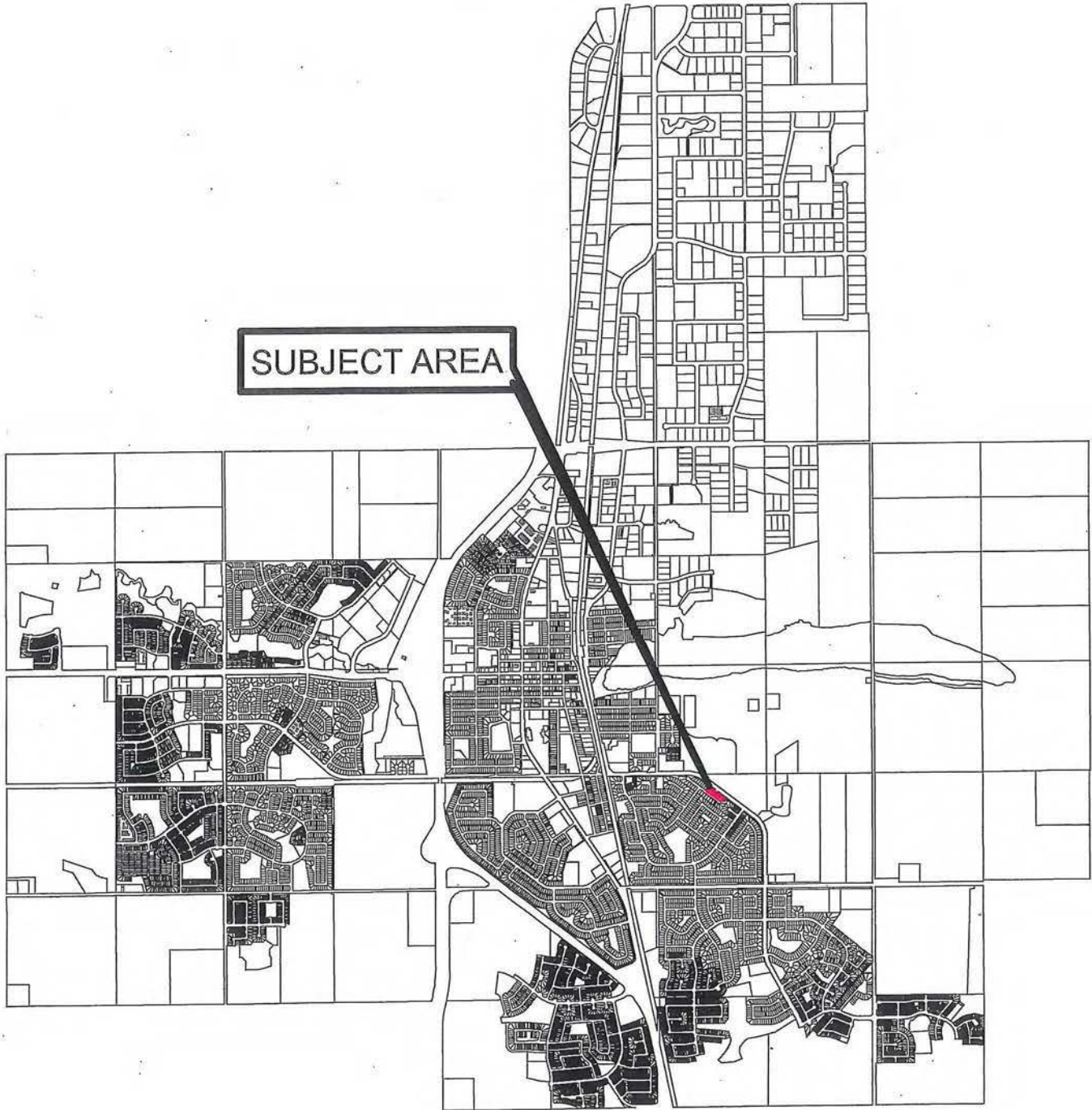


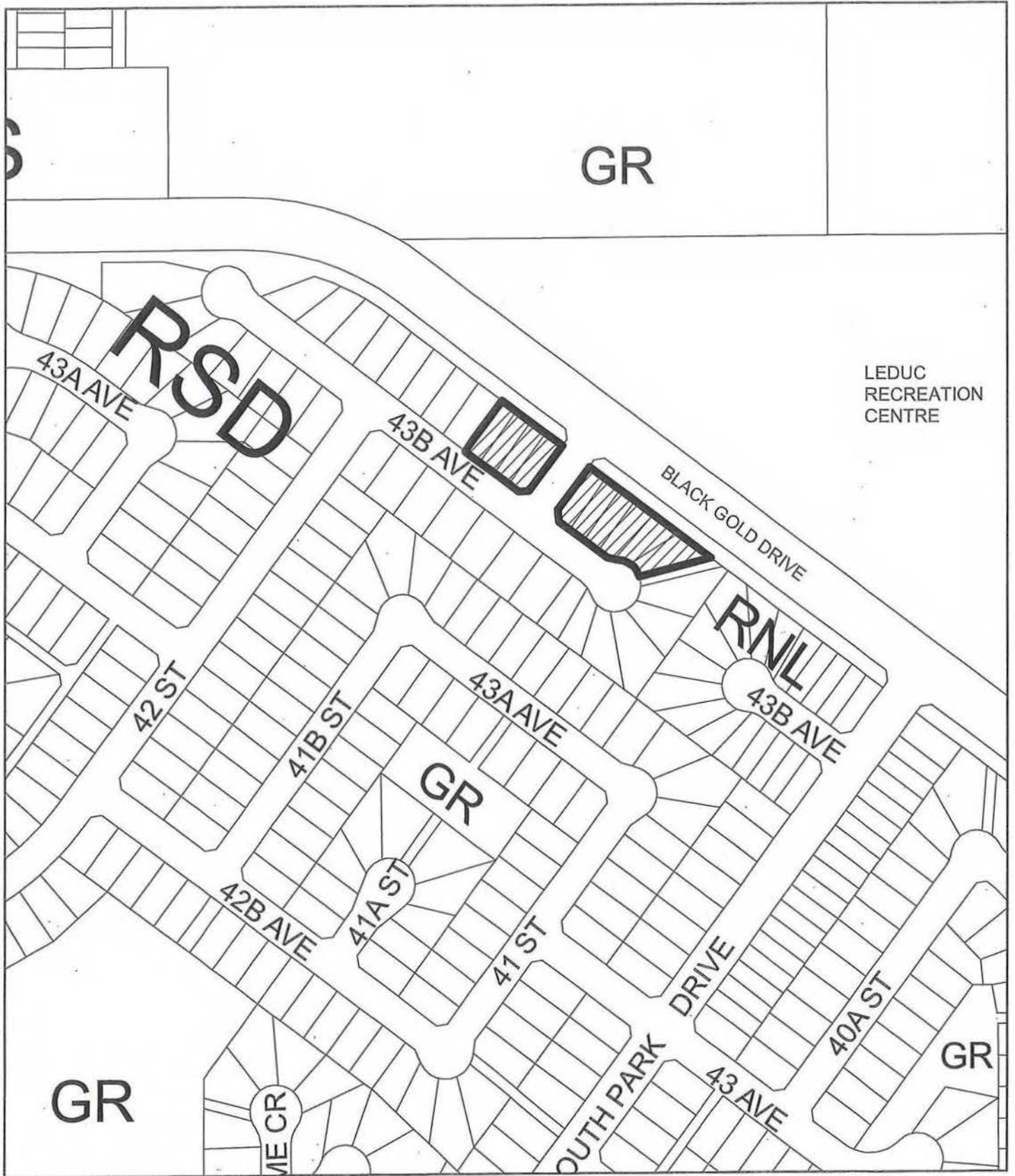
KEY PLAN

ATTACHMENT 2



SUBJECT AREA

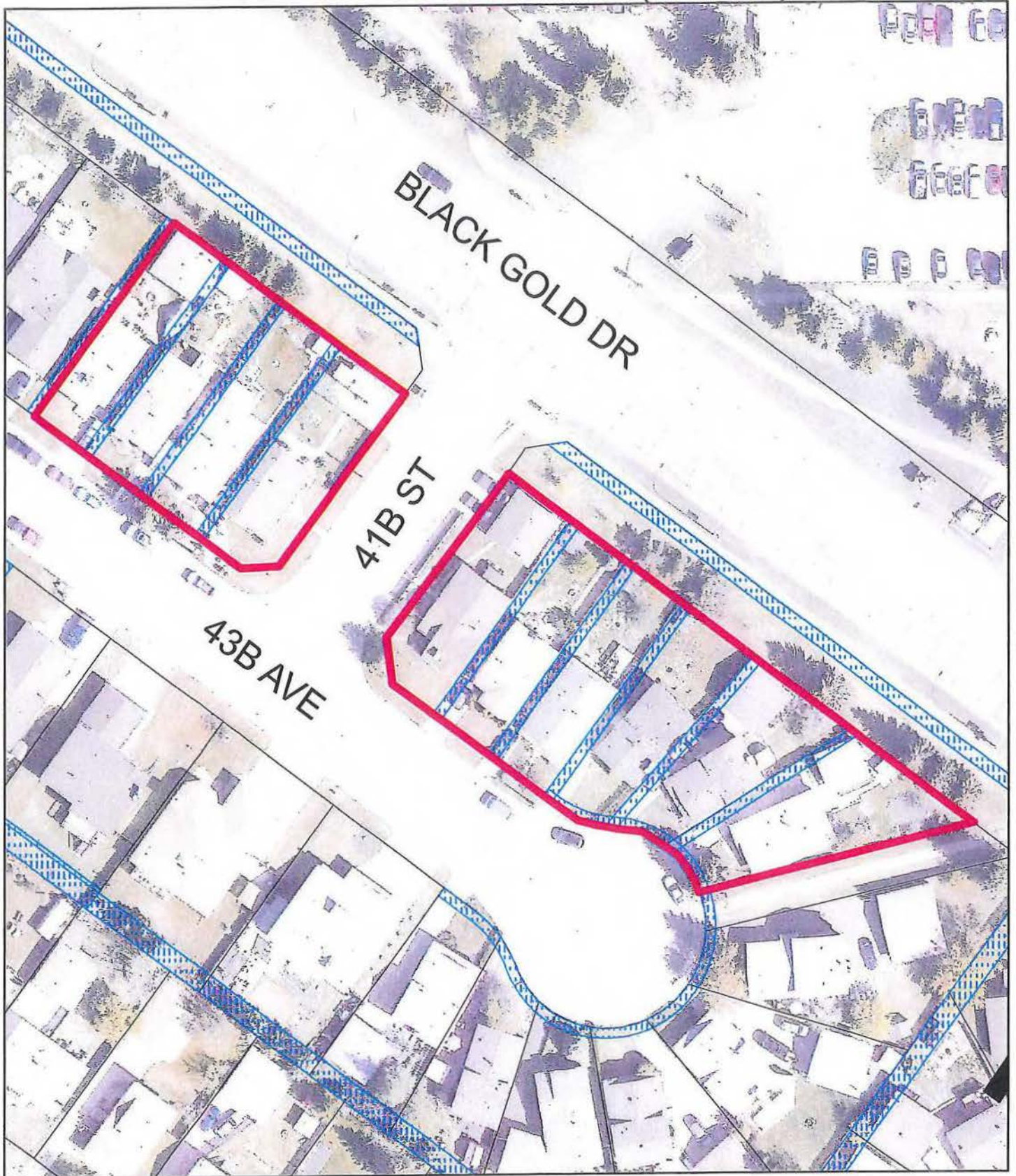




FROM: RSD - RESIDENTIAL STANDARD DISTRICT
TO: RNL - RESIDENTIAL NARROW LOT



REDISTRICTING AREA (DETAIL)



AREA TO BE REDISTRICTED (BYLAW 1003-2018)



REGISTERED RIGHTS-OF-WAY



MEETING DATE: December 3, 2018

SUBMITTED BY: Ken Woitt, Director Planning & Development

PREPARED BY: April Renneberg, Current Planner II

REPORT TITLE: Bylaw No. 1009-2018 – Text Amendment to Land Use Bylaw 809-2013 (Amendment to ‘Site Area Maximum’ regulation in MUC land use district) (2nd & 3rd Readings)

REPORT SUMMARY

Bylaw 1009-2018 proposes to amend Land Use Bylaw 809-2013, to increase the ‘Site Area Maximum’ regulation for Apartment Dwellings – Four (4) to Ten (10) Storeys in the MUC – Mixed-Use Comprehensive land use district to allow for greater redevelopment opportunities.

RECOMMENDATION

1. That Council give Bylaw 1009-2018 second reading.
2. That Council give Bylaw 1009-2018 third reading.

BACKGROUND

KEY ISSUE(S) / CONTEXT:

The City of Leduc Land Use Bylaw 809-2013 regulates and controls the use and development of land and buildings within the City of Leduc. One of the primary goals of this bylaw is to create a set of regulations that will enhance the unique character of the City. A Land Use Bylaw is a living document that is constantly being reviewed by administration to ensure the regulations are clear, concise and consistent and that improvements and new growth that occur within the City meet the high standards expected of development in Leduc.

Administration recently received an application to redistrict a parcel of land to the MUC land use district for the development of a multi-story use. Through review of that application, it was noted that the site area maximum regulation outlined for apartment dwellings greater than four storeys in this district is unnecessarily restrictive. The current regulation limits the site size to a maximum of 3300 m² (0.33 ha) or 0.82 acres. In order to allow for greater flexibility in the development of multi-storey sites within the MUC land use district, administration is proposing to increase the maximum site area. A maximum site area of 15,000 m² (1.5 ha) or 3.7 acres is proposed through Bylaw 1009-2018, which is in keeping with a development currently being considered in an infill area of Leduc.

LEGISLATION AND/OR POLICY:

1. Municipal Government Act, RSA 2000, Chapter M-26 as amended
 - S. 640(4) outlines all matters a land use bylaw may regulate, including subdivision design standards.
 - S. 606 and S. 692 govern the requirements for advertising a public hearing for a bylaw.
2. Land Use Bylaw 809-2013, as amended

PAST COUNCIL CONSIDERATION:

Bylaw 1009-2018 was given first reading by Council at its regular meeting held November 19, 2018.

CITY OF LEDUC PLANS:

Bylaw 1009-2018 is consistent with the City of Leduc Municipal Development Plan, as amended.

IMPLICATIONS OF RECOMMENDATION

IMPLEMENTATION / COMMUNICATIONS:

The public hearing for Bylaw 1009-2018 was held earlier at this meeting of Council. The hearing was advertised in the November 16 and 23, 2018 issues of 'The Representative' in accordance with the requirements of the Municipal Government Act.

ALTERNATIVES:

1. That Council amend Bylaw 1009-2018.
2. That Council defeat Bylaw 1009-2018.

ATTACHED REPORTS / DOCUMENTS:

1. Bylaw 1009-2018

Others Who Have Reviewed the Report

P. Benedetto, City Manager / B. Loewen, City Solicitor / M. Pieters, General Manager, Infrastructure & Planning

AMENDMENT #89 - TO BYLAW NO. 809-2013, THE LAND USE BYLAW

The *Municipal Government Act*, R.S.A. 2000, Chapter M-26, as amended (the "Act") grants a municipality the authority to pass a Land Use Bylaw;

AND: in accordance with the Act, the City of Leduc passed Land Use Bylaw No. 809-2013 to regulate and control the use and development of land and buildings in the City of Leduc, and the Council has deemed it expedient and necessary to amend Bylaw No. 809-2013;

AND: notice of intention to pass this bylaw has been given and a public hearing has been held in accordance with the Act;

THEREFORE: the Council of the City of Leduc in the Province of Alberta duly assembled hereby enacts as follows:

PART I: APPLICATION

That Bylaw No. 809-2013 be amended as follows:

1. The 'Site Area Maximum' regulation within Table 22: Apartment Dwelling – Four (4) to Ten (10) Storeys in the MUC District be deleted and replaced with the following:

"Site Area Maximum	15,000.0 m ² "
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PART II: ENACTMENT

This Bylaw shall come into force and effect when it receives Third Reading and is duly signed.

READ A FIRST TIME IN COUNCIL THIS _____ DAY OF _____, AD 2018.

READ A SECOND TIME IN COUNCIL THIS _____ DAY OF _____, AD 2018.

READ A THIRD TIME IN COUNCIL AND FINALLY PASSED THIS _____ DAY OF _____, AD 2018.

Robert Young
MAYOR

Sandra Davis
CITY CLERK

Date Signed

APPROVED
As to Form

B. L.

City Solicitor

MEETING DATE: December 3, 2018

SUBMITTED BY: Ken Woitt, Director Planning & Development

PREPARED BY: Fiona Paquet, Development Officer

REPORT TITLE: Bylaw 1012-2018
Text Amendments to Land Use Bylaw 809-2013

REPORT SUMMARY

Administration is recommending amendments to the Land Use Bylaw 809-2013, specific to the Downtown Mixed-Use Overlay.

RECOMMENDATION

That Council give Bylaw 1012-2018 first reading.

BACKGROUND

KEY ISSUE(S) / CONTEXT:

The City of Leduc Land Use Bylaw 809-2013 regulates and controls the use and development of land and buildings within the City of Leduc. One of the primary goals of this Bylaw is to create a set of regulations that will enhance the unique character of the City. A Land Use Bylaw is a living document that is continually being reviewed by administration to ensure the regulations are clear, concise and consistent and that improvements and growth that occurs within the City meets the high standards expected within Leduc.

The amendments proposed are outlined in detail in Attachment 2 to this report. The attachment outlines administration's rationale for each amendment as well as its corresponding amendment number within Bylaw 1012-2018.

The Planning Department is focusing on supporting businesses and development within the downtown as well as the remainder of Leduc. The Downtown Mixed Use Overlay is being proposed to extend the overlay to include 5110, 5116 & 5120 47 Street to provide more ability to allow re-development of Downtown sites and to provide more options for signage on buildings adjacent from non-residential uses within the Downtown Mixed Use Overlay.

LEGISLATION AND/OR POLICY:

The Municipal Government Act, R.S.A.2000, Chapter M-26, as amended

The City of Leduc Land Use Bylaw 809-2013, as amended.

PAST COUNCIL CONSIDERATION:

Bylaw 1012-2018 is before Council for the first time.

CITY OF LEDUC PLANS:

The Land Use Bylaw is consistent with the Municipal Development Plan, Intermunicipal Development Plan, Downtown Master Plan and all other statutory documents.

IMPLICATIONS OF RECOMMENDATION

ORGANIZATIONAL:

There are no organizational implications.

POLICY:

There are no policy implications.

LEGAL:

A municipality's Land Use Bylaw should be consistent with the Municipal Government Act and as such the City of Leduc has the responsibility to ensure consistency between the two documents.

IMPLEMENTATION / COMMUNICATIONS:

The public hearing for Bylaw 1012-2018 is scheduled for January 14, 2019. It will be advertised in the December 28, 2018 and January 4, 2019 issues of the *The Leduc Representative* in accordance with the Municipal Government Act.

DBA has been provided a copy of the amending bylaw for comments.

ALTERNATIVES:

That Council defeat Bylaw 1012-2018.

ATTACHMENTS:

1. Bylaw 1012-2018
2. Bylaw 1012-2018 Breakdown of Amendments and Rationale
3. Amended Downtown Overlay Map
4. Amended Land Use Map

Others Who Have Reviewed the Report

P. Benedetto, City Manager / B. Loewen, City Solicitor / M. Pieters, General Manager, Infrastructure & Planning

Bylaw No. 1012-2018

AMENDMENT 91- TO BYLAW NO. 809-2013, THE LAND USE BYLAW

The *Municipal Government Act*, R.S.A. 2000, Chapter M-26, as amended (the "Act") grants a municipality the authority to pass a Land Use Bylaw;

AND: in accordance with the Act, the City of Leduc passed Land Use Bylaw No. 809-2013 to regulate and control the use and Development of land and buildings in the City of Leduc, and the Council has deemed it expedient and necessary to amend Bylaw No. 809-2013;

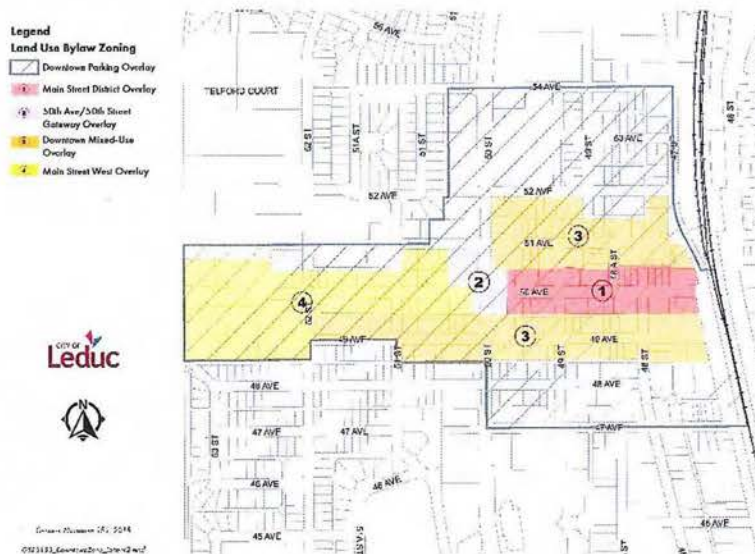
AND: notice of intention to pass this bylaw has been given and a public hearing has been held in accordance with the Act;

THEREFORE: the Council of the City of Leduc in the Province of Alberta duly assembled hereby enacts as follows:

PART I: APPLICATION

That Bylaw No. 809-2013 be amended as follows:

1. Figure 3. City of Leduc Map of Downtown Overlays is deleted and replaced with the following:

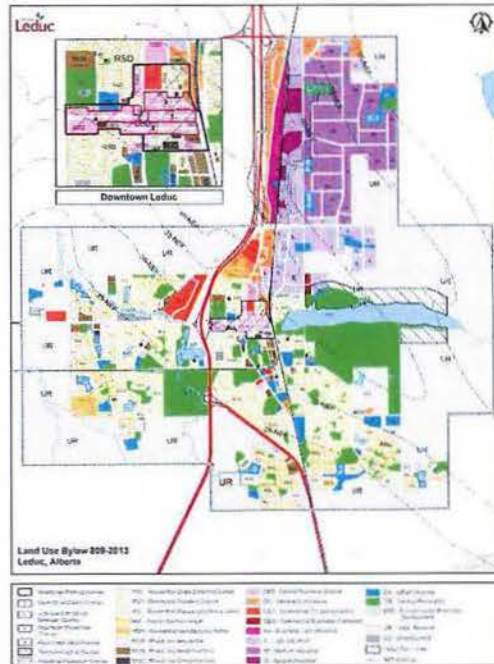


2. Add the following regulation after Section 18.7.6.1.:

(1) "Where a building Façade is not Adjacent to a residential use, additional signage may be considered at the discretion of the Development Authority."

Approved as
to Form - B.
Loewen, City
Solicitor

3. Figure 7. Land Use Map is deleted and replaced with the following:



PART II: ENACTMENT

This Bylaw shall come into force and effect when it receives Third Reading and is duly signed.

READ A FIRST TIME IN COUNCIL THIS ____ DAY OF _____, AD 2018.

READ A SECOND TIME IN COUNCIL, AS AMENDED, THIS ____ DAY OF _____, AD 2019.

READ A THIRD TIME IN COUNCIL, AS AMENDED, AND FINALLY PASSED THIS ____ DAY OF _____, AD 2019.

Robert Young
MAYOR

Sandra Davis
CITY CLERK

Date Signed

Breakdown of Rationale for Land Use Bylaw Amendments

Attachment #2

Section of Bylaw 809-2013	Page	Description of Amendment	Rationale	Bylaw 1012-2018 Amendment No.91
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PART 4: DISTRICT REGULATIONS AND DEVELOPMENT STANDARDS

Figure 3: City of Leduc Map for Downtown Overlays	147	Extend Downtown Mixed-Use Overlay map to include 5110, 5116 & 5120 – 47 Street.	<p>To give the 3 small commercial properties more flexibility when being re-developed.</p> <p>5120 - 47 Street has been sold. New owner would like to re-develop the existing site and add the Uses of Professional, Financial & Office Service & Personal Service.</p> <p>Current regulations of the LUB and Downtown Parking Overlay does not allow this property to be fully re-developed.</p> <p>Based on the proposal and current regulations they would not meet parking, loading and waste/recycling requirements to occupy the entire building.</p> <p>By extending the mixed use overlay gives ability for the entire site to be re-developed, by being able to vary or waive certain regulations.</p> <p>Long Range Planning was comfortable that the objectives of the Downtown Master Plan are still being met.</p> <p>The purpose of this Overlay is to expand the commercial and residential mixed use into adjoining neighbourhoods to the north and south of main street, while still ensuring the Development of the "Saddle Concept" around main street.</p>	1
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Breakdown of Rationale for Land Use Bylaw Amendments

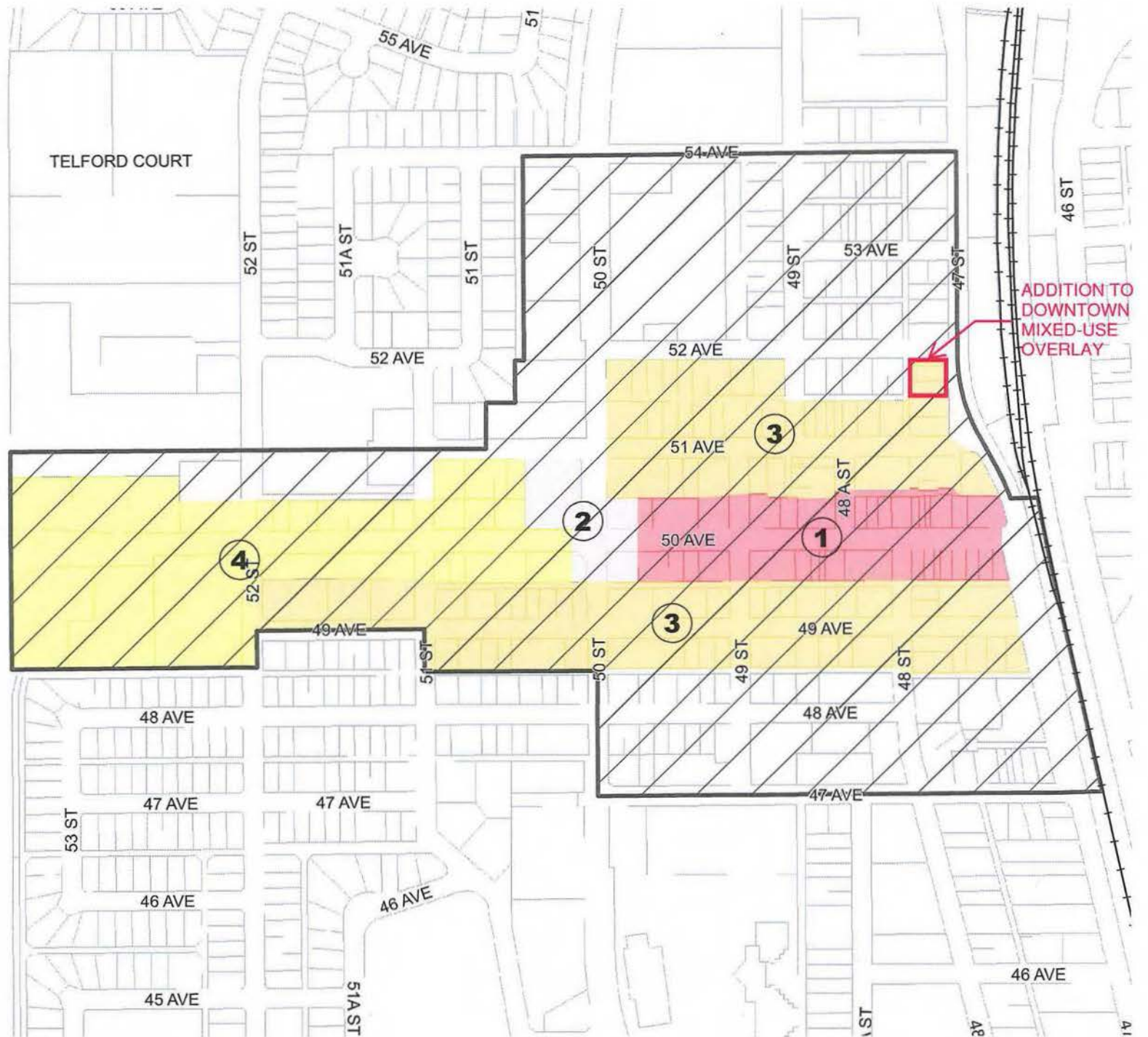
Attachment #2

Section of Bylaw 809-2013	Page	Description of Amendment	Rationale	Bylaw 1012-2018 Amendment No.91
18.7 Downtown Mixed-Use Overlay	165	Add regulation to allow businesses within the Downtown Mixed Use Overlay to have the ability to have multiple signage on their buildings.	Allows for businesses to have more signage for building that are surrounded by other commercial properties within the Downtown Mixed Use Overlay	2
PART 9: LAND USE MAPS				
Figure 7: Land Use Map	300	Replace with updated Land Use Map	Replacing with updated Land Use Map depicts the downtown overlay boundaries.	3

Legend

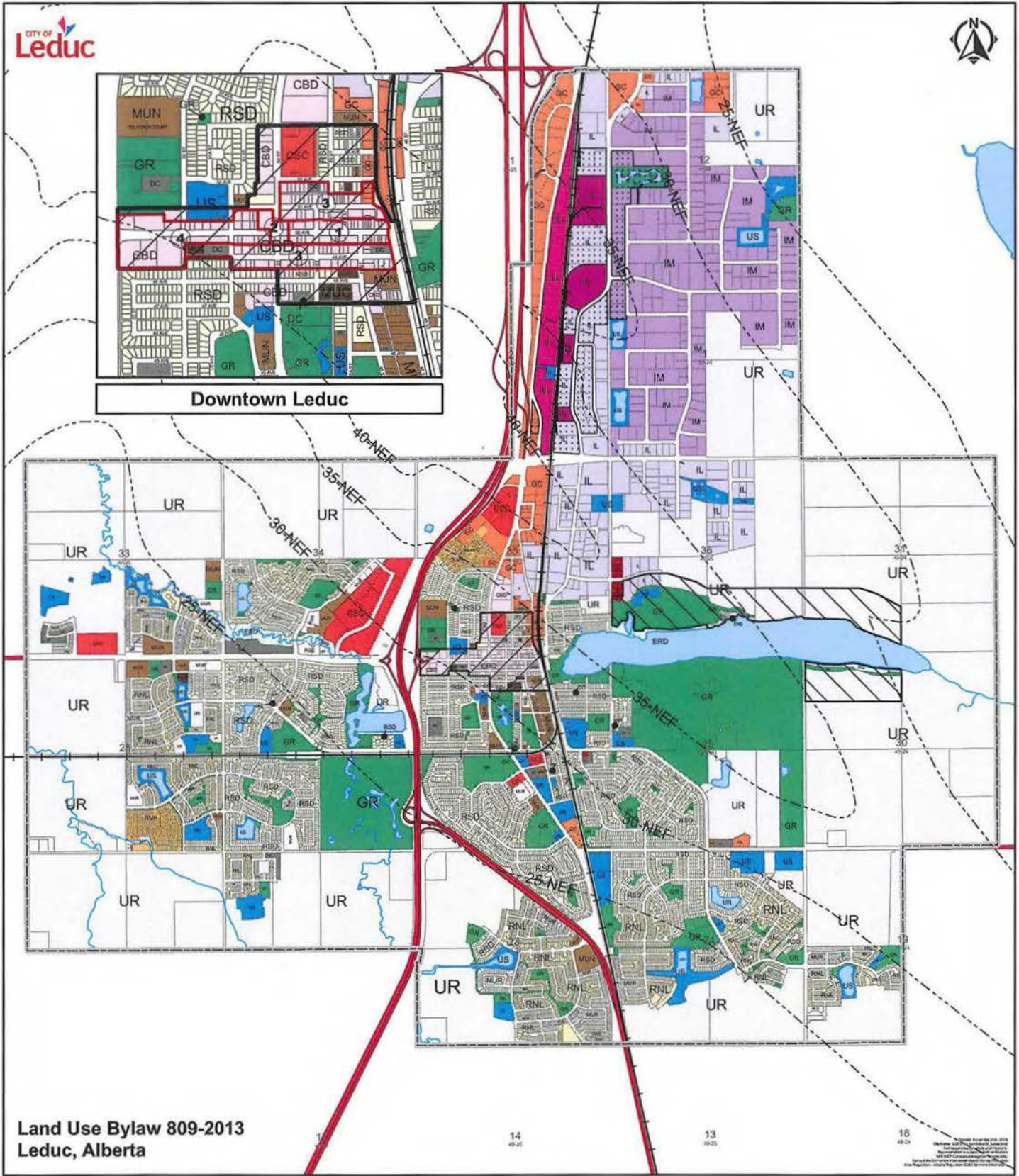
Land Use Bylaw Zoning

-  Downtown Parking Overlay
-  ① Main Street District Overlay
-  ② 50th Ave/50th Street Gateway Overlay
-  ③ Downtown Mixed-Use Overlay
-  ④ Main Street West Overlay



Created: November 15th, 2018

GSR5135_DowntownZone_LetterV2.mxd



Land Use Bylaw 809-2013
Leduc, Alberta

Downtown Parking Overlay	RSE - Residential Single Detached Estate	CBD - Central Business District	US - Urban Services
Main Street District Overlay	RSD - Residential Standard District	GC - General Commercial	GR - General Recreation
50th Ave/50th Street Gateway Overlay	RSL - Residential Shallow Lot (With a Lane)	CSC - Commercial Shopping Centre	ERD - Environmental Restricted Development
Downtown Mixed-Use Overlay	RNL - Residential Narrow Lot	CBO - Commercial Business Orientated	UR - Urban Reserve
Main Street West Overlay	RMH - Residential Manufactured Home	IBL - Business Light Industrial	DC - Direct Control
Telford Industrial Overlay	MUR - Mixed-Use Residential	IL - Light Industrial	Leduc City Limits
Industrial Protection Overlay	MUN - Mixed-Use Neighbourhood	IM - Medium Industrial	NEF Contour
	MUC - Mixed-Use Comprehensive	IS - Special Industrial	

PUBLIC COMMENTARY

IN-CAMERA ITEMS

- A. Leduc-Nisku Economic Development Association
Update – December 3, 2018
(Removed Pursuant to FOIP s. 16, 21, 24 & 25)
- B. Council Appointment of a Public Member to the
Subdivision and Development Appeal Board
(Removed Pursuant to FOIP s. 24 & 29)
- C. Council Appointment of a Public Member to the
Assessment Review Board
(Removed Pursuant to FOIP s. 24 & 29)
- D. Council Appointment of a Public Member to the Family
and Community Support Services Advisory Board
(Removed Pursuant to FOIP s. 24 & 29)
- E. Council Appointment of a Public Member to the City of
Leduc Library Board
(Removed Pursuant to FOIP s. 24 & 29)
- F. Council Appointment of a Trustee to the Yellowhead
Regional Library Board
(Removed Pursuant to FOIP s. 24 & 29)
- G. Council Appointment of a Public Member to the Leduc
Parks, Recreation and Culture Board
(Removed Pursuant to FOIP s. 24 & 29)

**RISE & REPORT FROM
IN-CAMERA ITEMS**

**UPDATES FROM
BOARDS & COMMITTEES**



Mayor's Report
November 12 - 25, 2018

November 13

- I Sasyniuk, General Manager, Corporate Services and J Cannon, Director, Finance
- 93.1 FM The One Interview
- Stephanie Howe, CFCW
- Briefing with City Manager
- Committee-of-the-Whole and Council agenda review
- M Hay, Director, Intergovernmental Affairs & Corporate Planning
- Committee-of-the-Whole
- Council

November 14

- Royal LePage Gateway Realty
- 2019 Home Hardware Canada Cup press conference
- M Hay, Director, Intergovernmental Affairs & Corporate Planning

November 15

- Town of Devon and Leduc County Mayors and CAOs
- 2018 Committee-of-the-Whole Budget Deliberations

November 16

- 2018 Committee-of-the-Whole Budget Deliberations
- CityTV Interview
- CHBA-ER President's Gala

November 17

- 2018 Committee-of-the-Whole Budget Deliberations

November 18

- Taste of China

November 19

- 93.1 FM The One Interview
- Mock Council | Willow Park School
- Briefing with City Manager
- Committee-of-the-Whole and Council agenda review
- Committee-of-the-Whole
- Council
- Council Christmas photo shoot

November 20

- Communications
- Doug Wetter (Resident)
- Airport Accord Oversight Committee briefing
- Sponsorship Appreciation Evening

November 21

- Breakfast with the Guys in Edmonton | in support of Alberta Council of Women's Shelters
- Rural Municipalities of Alberta Fall Convention

November 22

- Sprung Structures, Aldersyde AB
- Edge School, Calgary AB

November 24

- Honourable Shaye Anderson (NDP)

Approved by Mayor Bob Young

"Original Signed by Mayor B. Young"

ADJOURNMENT