



4818 - 47 Street  
P.O. Box 129  
Sedgewick, AB T0B 4C0  
Phone: (780) 384-3504  
Fax: (780) 384-3545  
Website: [www.sedgewick.ca](http://www.sedgewick.ca)



July 3<sup>rd</sup>, 2014

## Agenda

### Special Monthly Meeting – Call to Order –

#### Business:

- |  |    |
|--|----|
| 1) Residential Subdivision - Tenders                         | 1B |
| 2) Closed Session – In-Camera – Personnel                    | 2B |
| 3) Recreation Facility & Program Manager Job Desc. – Revised | 3B |
| 4) Salary Chart – Revised                                    | 4B |
| 5) Traffic Control Bylaw #440 – Review                       | 5B |
| 6) Council Meeting Dates                                     | 6B |
| 7) Mayor's Meeting – Concerns – Open Discussion              |    |
| 8)   |    |
| 9)   |    |
| 10)  |    |

**Request for Decision (RFD)**

-----

**Topic:** Subdivision Proposals  
**Initiated by:** Strategic Plan – Long Term Goal #1  
**Prepared by:** Amanda Davis  
**Attachments:** 1. Morrison Hershfield Proposal  
 2. Stantec Proposal  
 3. Approved Subdivision

-----

**Recommendations:**

**That the Town of Sedgewick approve Stantec's proposal for Engineering Services in the amount of \$150,000 contingent on the fact that they include service/capacity reports for both the Lift Station and Water Treatment Plant.**

-----

**Background:**

Pursuant to the Town of Sedgewick's Strategic Plan, Long Term Goal #1 the development of a residential subdivision is required.

Administration sent an expression of interest to two firms for this project:

1. Morrison Hershfield (MH) – MH designed the subdivision in 2009 however software is no longer compatible therefore much of the project has to be redone.
  - a. \$55,371.06 was spent on this design in 2009 until the project was put on hold. (see attached breakdown).
2. Stantec

**Current:**

Morrison Hershfield's Proposal: \$150,500 – Dated June 10<sup>th</sup>, 2014

Stantec Proposal: \$150,000 – Dated June 6<sup>th</sup>, 2014

Current funds available for this project:

2013/14 MSI Operating (Engineering Fees)	102,833
2013/14 MSI Capital	468,005
BMTG Allocation	211,939
FGTF Allocation	50,000
MSI Capital Carry Forward (approx).	134,087
Future Development Reserve	131,684
Subdivision Rec Reserve	3,508
<b>Subtotal:</b>	<b>1,102,056</b>

The two applications are nearly identical in terms of alternating services:

	Morrison Hershfield	Stantec
Services Provided within Tender	150,500	150,000
Eng. of Gas System	NO	NO
Power Dist. & S. Lighting	YES (approx. \$15,000)	NO
Geotechnical Investigation	NO	NO
Legal Survey	NO	Yes (approx. \$25,000)

Administration has obtained two quotes for the geotechnical investigation. The quotes range from \$9,500 – 17,100.

**Morrison Hershfield:**

Tender: 150,500  
 Survey: 25,000  
 Geotech.: 17,100  
15% Contingency: 28,890

*Total:* \$221,490

**Stantec:**

Tender: 150,000  
 Power Dist. & SL: 15,000(approx.)  
 Geotech.: 17,100  
15% Contingency: 27,315

*Total:* \$209,415

June 10, 2014

4140136.00

Town of Sedgewick  
PO Box 129  
Sedgewick, AB T0B 4C0

Dear Amanda Davis, CAO

**Re: Fee Proposal for Completion of Detailed Design of 32 Lot Subdivision in the Town of Sedgewick.**

**Back Ground**

Morrison Hershfield had been engaged by the Town of Sedgewick to complete the detailed design and construction administration of a 32 Lot subdivision on the corner of 50<sup>th</sup> Street and 52<sup>nd</sup> Ave in 2009.

The project was put on hold in December of 2009 by the Town before the detailed design of the project had been completed.

The Town of Sedgewick has now requested Morrison Hershfield to provide fees to complete the detailed design and construction administration of the project picking it up where it was left off in December of 2009.

Morrison Hershfield has teamed up with Magna IV Engineering. Magna IV will be responsible for the Power distribution design as well as the street lighting design.

**Scope of Work / Methodology**

To complete the design in the required timeline proposed by the Town, Morrison Hershfield will need to have its senior staff work on the project. This will ensure that the project is delivered to meet the Towns projected construction date.

Morrison Hershfield has also engaged Magna IV Engineering as a sub consultant to assist with the design and construction administration services for the power and street lighting design.

The entire project management and design team has changed from the 2009 team. This will cause some overlap of work that has been completed already.

We have performed some investigation into the existing files that were prepared and have discovered that they will need to be updated to the new Civil 3D modeling standards. New models will need to be created to ensure the design is completed in the most effective way.



The engineering design services consist of the following:

- Progress Reporting, on-going Project Monitoring & Control
- Creating Base plans
- Develop Water and Sanitary Layouts
- Stormwater Runoff Analysis
- Develop Roadway Layout
- Confirm water and sanitary system capacities and line sizes
- Design Plan and Profiles (water/san/storm/roads)
- Develop Lot Grading Plan with earth balance
- Develop design details and cross sections
- Develop Cost Estimates
- Coordinate Shallow Utilities.
- Submit Final Design Package
- Coordinate approvals ( AENV, Town )
- Tender Services, Contract Documents,
- Construction Administration Services
- Design of Shallow Utilities.

We understand that the Town of Sedgewick will provide Morrison Hershfield with the most current approved legal plan of the subdivision. Any changes to the approved subdivision plan will require a revisit of the scope of services and fees.

We do not anticipate the requirement of the following however these services are not included in this fee.

Services not included in this fee structure:

- Lift Station Design
- Retaining Wall Designs

We understand that geotechnical investigations will be engaged by the <sup>Town</sup>county and coordinated with Morrison Hershfield.

The Town is the gas provider and hence will be responsible for the design of the gas distribution. Morrison Hershfield will coordinate with the town to ensure provisions are made in utility right of ways for the gas distribution.

The Town should also be aware that geotechnical testing will be required during the construction of the project. This fee can be estimated as 2% of the construction costs. Once a cost estimate is completed for the subdivision we will have a better idea of these costs.

### **Schedule**

Should the Town decide to engage Morrison Hershfield we can commit to an 8 week turnaround to produce the final design drawings. This also allows for 1 review by the Town of Sedgewick assuming the review will take place in 1 week. We understand that the Town would like to tender the project in late fall 2014 and commence construction of the subdivision in 2015. This will require a swift approval of this proposal. We currently have the senior staff to begin work right away on the project however this may change if the fees are not approved in a timely manner.

### **Fee**

See fee table below for a breakdown of the fees for completion of this project.

<b>Task</b>	<b>Consultant</b>	<b>Fee</b>
Preliminary and Detailed Design (Lump Sum)	Morrison Hershfield	\$65,000
Construction Administration (Hourly to Approved Budget)	Morrison Hershfield	\$70,000
Shallow Utility Design (Lump Sum)	Magna IV	\$10,300
Shallow Utility Construction Administration (% of Construction-Estimated)	Magna IV	\$5,200
<b>Total</b>		<b>\$150,500</b>

- This does not include GST

Please note that the Construction Administration phase fee is hourly to an approved budget. Should scope change and the Town require more presence on site from our team this budget may increase on approval of the Town only. Magna IV will invoice Morrison Hershfield on a % of construction base fee which will in turn be invoiced to the Town. The Fee in the table is an estimate based on the % of construction as noted in the Magna IV proposal.



Morrison Hershfield will be the Prime Consultant during the design and Construction of the project. Magna IV will be contracted to Morrison Hershfield.

We have taken into the account that we can use some existing data that we have on file from 2009 however major tasks still need to be completed and the entire drawing set needs to be produced with new models.

We have attached a detailed breakdown structure showing tasks and hourly rates of the personal on the project.

We have also included Magna IV's fee proposal as an appendix to this letter.

Morrison Hershfield looks forward to work with the Town on this project and to further build our relationship with the Town of Sedgwick.

Please contact me should you have any questions.

Yours truly,

Morrison Hershfield Limited

Imy Kassam, P.Eng., Principal  
Manager of Land Development

O:\PROJ\4140136\1-SALES & MARKETING\4140136 FEE PROPOSAL\_FINAL.DOCX







# Engineering Manhour Estimate

## Town of Sedgewick

### Residential Subdivision



PROJECT TASK	Rate	Imy Kassam, P.Eng. Project Sponsor	Linda Hajjar, P.Eng. Project Manager/Engineer	Nedal Barber, P.Eng. Stormwater Engineer	Mike Eadie Senior Designer	Administrative Assistant	Raul Alpajaro Construction Supervisor	Sub-Total Hours	Sub-Total Fees	Sub-Total Disbursements	Total Morrison Hershfield	TOTAL HOURS	TOTAL FEES	TOTAL DISB.	TOTAL
		\$180	\$150	\$135	\$150	\$65	\$125								
100	PROJECT MANAGEMENT														
	Progress Reporting, on-going Project Monitoring & Control	8	20			5		33	4,765	381	5,146	33	\$4,765	\$381	\$5,146
	Sub-Total Hours	8	20	0	0	5		33				33			
	Sub-Total Fees	1,440	3,000	0	0	325			4,765	381	5,146		\$4,765	\$381	\$5,146
200	PRELIMINARY DESIGN REVIEW														
201	Base plans	4	1	2	2			9	1,440	115	1,555	9	\$1,440	\$115	\$1,555
202	Develop Water and Sanitary Layouts		2		15			17	2,550	204	2,754	17	\$2,550	\$204	\$2,754
203	Stormwater Runoff Analysis		2	15				17	2,325	186	2,511	17	\$2,325	\$186	\$2,511
204	Develop Roadway Layout		2					2	300	24	324	2	\$300	\$24	\$324
	Sub-Total Hours	4	7	17	17	0		45				45			
	Sub-Total Fees	720	1,050	2,295	2,550	0			6,615	529	7,144		\$6,615	\$529	\$7,144
300	DETAILED DESIGN														
301	Confirm water and sanitary system capacities and line sizes		4	15	5			24	3,375	270	3,645	24	\$3,375	\$270	\$3,645
302	Design Plan and Profiles (water/san/storm/roads)		4	10	40			54	7,950	636	8,586	54	\$7,950	\$636	\$8,586
303	Develop Lot Grading Plan with earth balance		4	5	40			49	7,275	582	7,857	49	\$7,275	\$582	\$7,857
304	Submit 90% Design		4			1		5	665	67	732	5	\$665	\$67	\$732
305	Develop design details and cross sections		4		20			24	3,600	288	3,888	24	\$3,600	\$288	\$3,888
306	Develop Cost Estimates		16		10			26	3,900	312	4,212	26	\$3,900	\$312	\$4,212
307	Coordinate Shallow Utilities.		16		8		8	32	3,600	288	3,888	32	\$3,600	\$288	\$3,888
308	Submit Final Design Package	4	1			1		6	935	94	1,029	6	\$935	\$94	\$1,029
309	Coordinate approvals ( AENV, Town )		8					8	1,200	120	1,320	8	\$1,200	\$120	\$1,320
	Sub-Total Hours	4	61	30	123	2		220				228			
	Sub-Total Fees	720	9,150	4,050	18,450	130			32,500	2,656	35,156		\$32,500	\$2,656	\$35,156
400	TENDER DOCUMENTS														
401	Build a Schedule of Quantities		4				16	20	2,600	208	2,808	20	\$2,600	\$208	\$2,808
402	Take offs from Design Drawings		4		16		16	36	5,000	400	5,400	36	\$5,000	\$400	\$5,400
403	Compiling of Specs and Documents		4			16	16	36	3,640	291	3,931	36	\$3,640	\$291	\$3,931
404	Tender Review and Process	4	16			4	8	32	4,380	350	4,730	32	\$4,380	\$350	\$4,730
	Sub-Total Hours	4	28	0	16	20	56	124				124			
	Sub-Total Fees	720	4,200	0	2,400	1,300	7,000		15,620	1,250	16,870		\$15,620	\$1,250	\$16,870
500	CONSTRUCTION ADMINISTRATION														
501	Site visits and Inspections 3 Days a Week (Assume 3 months)	4			24		360	388	49,320	9,864	59,184	388	\$49,320	\$9,864	\$59,184
502	Communications with Town	4	8				16	28	3,920	784	4,704	28	\$3,920	\$784	\$4,704
503	Produce Construction Completion Certificates (CCC's)		4			16	16	36	3,640	728	4,368	36	\$3,640	\$728	\$4,368
	Sub-Total Hours	8	12	0	24	16	392	452				452			
	Sub-Total Fees	1,440	1,800	0	3,600	1,040	49,000		56,880	11,376	68,256		\$56,880	\$11,376	\$68,256
	TOTAL HOURS	28	128	47	180	43	448	874				874			
	TOTAL FEES	\$5,040	\$19,200	\$6,345	\$27,000	\$2,795	\$56,000		\$116,380	\$16,192	\$132,572		\$116,380	\$16,192	\$132,572





Superior client service. Practical solutions.

1103 Parsons Road SW  
Edmonton, AB T6X 0X2  
p 780.462.3111 f 780.462.9799 tf 800.462.3157

**File:** M1457-E14-03411

May 28, 2014

**MORRISON HERSHFIELD LTD.**  
SUITE 300, 1603 – 91 STREET SW  
Edmonton, AB T6X 0W8

Via: ☒ email  
☐ fax  
☐ mail

**Attention:** Imy Kassam, P.Eng.  
Manager, Land Development

Dear Sir:

**Re:** Town of Sedgewick - 32 Lots

Thank you for providing us the opportunity to respond to your request for proposal on the above mentioned project. We submit the following, containing scope of work, fee structure and list of personnel to provide complete electrical consulting services, for your review and consideration.

## 1. WORK SCOPE

### 1.1. ENGINEERING DESIGN WORK SCOPE

- 1.1.1. Preliminary design of power distribution.
- 1.1.2. Detailed design, including preparation of 1:1000 facility layout drawing and single line drawing of the power distribution system suitable for submission to FORTIS.
- 1.1.3. Submission and follow up with FORTIS to facilitate timely approval.
- 1.1.4. Forward preliminary design drawings to TELUS and the CABLE TV provider.
- 1.1.5. Communicate and work with FORTIS, TELUS and the CABLE TV provider to ensure proper coordination of the total design and to satisfy approving authority requirements.
- 1.1.6. Work with MORRISON HERSHFIELD as required to provide suitable locations for electrical facilities with the intent to integrate our drawings with other underground and surface improvements thus providing an economic and aesthetically acceptable design.
- 1.1.7. Provide roadway lighting options for consideration.
- 1.1.8. When approved by MORRISON HERSHFIELD and authorized in advance on a case-by-case basis, redesign or restaging after FORTIS approves the original design (for example, landbase changes, or lot additions/removals) will be completed at Magna's hourly rates current at that time.

### 1.2. GENERAL ENGINEERING WORK SCOPE DURING CONSTRUCTION

- 1.2.1. Prepare a list of unit quantities and estimated construction cost to MORRISON HERSHFIELD for review.
- 1.2.2. Prepare a list of prequalified contractors and make recommendations to the Owner regarding negotiation or tendering of the power contract.
- 1.2.3. Prepare specifications, tender the work, evaluate the tenders and recommend award.
- 1.2.4. Prepare construction contracts for execution by the Owner and contractor.
- 1.2.5. Prepare hard copy construction packages for the electrical contractor.
- 1.2.6. Interface as necessary with FORTIS, TELUS and the CABLE TV provider to coordinate construction activities.



- 1.2.7. Provide AutoCad or PDF drawing to contractor for staking/survey requirements.
- 1.2.8. Attend Pre-Construction meeting to assess onsite conditions.
- 1.2.9. Review and authorize progress payment certificates for the electrical contractor.
- 1.2.10. Provide information on TELUS and the CABLE TV provider rebates, where applicable.
- 1.2.11. Submit Construction Completion Certificate to FORTIS for approval.
- 1.2.12. Prepare record drawings incorporating construction field markups from the contractor and submit As-Built drawings to FORTIS.

## **2. FEE STRUCTURE**

### **2.1. ENGINEERING DESIGN**

- 2.1.1. \$10,300.00 Fixed Fee plus GST to be invoiced as follows:
  - 70% of design fee to be invoiced at submission of initial design drawings to MORRISON HERSHFIELD.
  - 30% of design fee to be invoiced upon approval by FORTIS.

### **2.2. GENERAL ENGINEERING DURING CONSTRUCTION**

- 2.2.1. Variable fee of 2.5% of the construction amount plus GST, to be invoiced as follows:
  - With each progress claim submitted by the electrical contractor, we submit our own invoice for 2.5% of the contractor invoice amount before tax. GST is additional.
  - For example, based on a forecasted electrical construction amount of \$208,000 the projected engineering fee for this scope would be \$5,200.00.

### **2.3. BASIS FOR FEE AMOUNTS**

- 2.2.2. The above fixed fee amount is based on the completion of both design and construction work scopes.
- 2.2.3. This quotation is valid until June 28, 2014.
- 2.2.4. Completion of construction works by June 28, 2015.

## **3. PERSONNEL**

### **Senior Management**

- Taurick Hoven, P.Eng., MIEAust.
- Mandeep Parmar, P.Eng., MBA

### **Design and Construction**

- Emil Andaya, C.E.T.
- Mustafa Zein, E.I.T.

### **Drafting and Design**

- John Liu, Design Tech.





As the project manager for this project, I will ensure our representatives execute all required activities in the design and construction phases of the project. We will tailor our approach and activities to meet the construction schedule.

Please contact me if you have any questions regarding this proposal. You may use the attached document to confirm your agreement with this plan. I look forward to your response to our proposal and the successful completion of this project.

Yours Truly,

**MAGNA IV ENGINEERING**

---

Taurick Hoven, P.Eng., MIEAust.

**Land Services Manager, Utilities**



## PROPOSAL TERMS & CONDITIONS

### 1. Contract Terms

All contracts for the sale of goods and services between Magna IV Engineering ("MIV") and the legal entity purchasing the goods and services ("Purchaser") are subject to the following terms and conditions ("Magna Sale Terms"). Any variation from the terms and conditions herein contained require the signed consent of an authorized MIV representative. Purchase orders received from the Purchaser for MIV products will be subject to the standard MIV terms and conditions. These Magna Sale Terms shall prevail and exclude all other terms, including without limitation, any purchase orders and MIV will not be bound by any terms, conditions or pricing stated on the purchase order, unless agreed to in writing by MIV.

### 2. Prices

Unless otherwise stated prices quoted are valid for a period of 30 days from tender offer date. Should the decision to accept our offer be delayed to a later date, we would be pleased to either confirm our offer or rebid. Hourly Rates, "Miscellaneous Costs", Tools and Test equipment will be as set out in the current MIV Standard Rate Sheet.

Purchaser will provide free and clear access to perform the stated work. There will be additional charges for any delays or site issues not caused by MIV and for additional trips to the site as a result of work cancellation. MIV has not included on-site orientation, safety training or other site specific requirements unless specifically identified in a quotation. Any such site requirements shall be at Purchaser's expense.

MIV's work estimates are based on normal work hours (8 hours) (approximately 8:00 a.m. to 5:00 p.m. local time) and no overtime or premium hours are included. If work is completed outside these times, extra charges will apply.

Minimum Billing: Field specialists are billed at a 4-hour minimum for travel and services performed in less than 4 hours, and a 8-hour minimum charge for services otherwise performed in 5-8 hours. Equipment usage shall be billed at a 1 day minimum.

The price must be renegotiated for any delays more than 60 days from originally anticipated release or start date or scheduled shipment date (except where the delay is solely caused by MIV). Furthermore any customer request to delay any goods or services with less than 48 hours' notice will be subject to a charge not exceeding 5% of the project value. Prices do not include the arrangement and cost of a shutdown. Prices quoted are based on foreign exchange rates, customs tariffs and other direct taxes in effect at the date of quotation. Any changes in foreign exchange rates, sales taxes, customs tariffs or other taxes shall be chargeable to the Purchaser.

Cost Escalation: In the event of any changes in any taxes, charges, levies, duties or other government or administrative bodies after the date of execution of this Terms and Conditions of Sale. The current MIV rates are published annually and are available upon request. Each revision will automatically replace the previous and shall be incorporated by reference into these Magna Sales Terms.

### 3. Taxes

Prices quoted do not include taxes, duties or any other governmental levies all of which are extra payable by Purchaser.

### 4. Terms of Payment

Terms are net thirty (30) days from date of invoice. Late payments will be subject to interest charges at the rate of two percent (2%) per month. Pricing shall be in the currency stated on the proposal. Invoices for pro rata payments become due on the date of shipment. If at Purchaser's request, shipments are delayed, payments for the product will be invoiced to the Purchaser to the extent of completion, as a percentage of the total contract price. Equipment held for the Purchaser shall be at the risk and expense of the Purchaser.

### 5. Delivery

Delivery dates quoted are subject to confirmation at the time of contract award and until such confirmation may change solely based on MIV's circumstances. All confirmed dates are based on the prompt receipt by MIV of all necessary information enabling work to proceed without interruption. For contracts of supply and installation of equipment, a delivery date will be established at the time of contract award. Should the installation of the equipment be delayed beyond that date, MIV reserves the right to invoice for the supply portion of the contract and ship or place the material into storage at the customer's option and expense.

### 6. Force Majeure

MIV will be excused and not be liable for any non-performance of a contract if such delay or non-performance is due to any cause beyond the reasonable control of MIV or which MIV could not reasonably foresee or reasonably provide against, and which prevents MIV from carrying out the terms of the contract. This includes, but is not limited to, the following: war, revolution, insurrection or hostilities (whether declared or not), riot, civil commotion or uprising; flood, earthquake, tempest, hurricane, lightning or other natural disaster; fire or explosion; strike, lockout or other industrial disturbance whether at MIV or one of its suppliers; sabotage, accident, embargo, car shortage, wrecks or delays in transportation, non-delivery of materials or order or action of government authority. Any delay resulting from such cause shall extend the date of delivery accordingly. MIV reserves the right to cancel the contract if in its option such circumstances threaten or cause extended delay in the performance thereof.

### 7. Cancellation

Purchase orders placed by the Purchaser and accepted by MIV may be cancelled only with the consent of MIV. A cancellation charge may be payable by the Purchaser to cover costs, including design and engineering, materials purchased and production costs incurred to a maximum of 100% of the selling price.

### 8. Liability

MIV shall not be liable, whether in contract or in tort (including negligence or strict liability) or otherwise for any damages arising from the use of the goods supplied there under or for any special, indirect or consequential damages arising from delays however caused through non-delivery or through defects in materials or workmanship or from any other cause whatsoever. No claim of any kind whether as to a product delivery or for nondelivery of a product or for Service, whether in contract or in tort (including negligence or strict liability) or otherwise, shall be greater in amount than the purchase price of the product or the charges for the Services in respect of which the claim is made.

These disclaimers and limitations of remedies apply to all warranties offered to Purchaser and to all purchase orders. The warranties and conditions set forth in this Magna Sale Terms are exclusive and in lieu of all other expressed or implied warranties, conditions representations and guarantees (except warranties of title). Including but not limited to implied warranties of merchantability, merchantable quality, and fitness for a particular purpose. Except as may be expressly provided in an authorized writing by MIV, MIV shall not be subject to any other obligations or liabilities whatsoever, other than as stated above, with respect to equipment sold or services rendered by MIV.



## PROPOSAL TERMS & CONDITIONS

### 9. Warranty

To the extent applicable, MIV warrants that the services required as part of their purchase order will be performed by qualified personnel with care, skill and diligence in accordance with the applicable generally accepted professional standards recognized by the industry.

MIV warrants the goods, if any supplied of its own manufacture, against defects in material or workmanship arising under normal use and service for a period of 12 months from the date of invoice. Further, MIV warrants refurbished goods, if any supplied of its own manufacture, against defects in material arising under normal use and service for a period of 6 months from the date of invoice. The obligation of MIV under this warranty is limited to the replacement or repair, without charge, EXW MIV provided that the Purchaser will give MIV written notice of the defect immediately after the defect has come to the Purchaser's attention.

MIV shall not be responsible for defects in material or workmanship of, or work done, goods furnished or repairs made by third parties.

### 10. Lost or Damage of Goods In Transit

Delivery of goods by MIV will be deemed to be made to the Purchaser upon obtaining a signed receipt from the carrier showing receipt of the goods in good order. Title to the goods will remain with MIV until payment in full is made by the Purchaser and all risk for safekeeping and condition of the goods will become the responsibility of the Purchaser upon deemed delivery.

MIV is not liable for any loss or damage, delay or non-delivery. MIV's responsibility ceases upon receipt of acknowledgment in writing from the carrier of shipments in good order.

### 11. Safety

MIV employees shall not perform work that, in their sole opinion, is not free of reasonably foreseeable harm. This includes working on electrical equipment that, in their sole opinion, has not been placed in an electrically safe working condition. Site and working conditions shall meet or exceed those specified by applicable Occupational Health and Safety Act and Regulations.

The purchaser shall inform MIV of:

(a) Known hazards, or reasonably foreseeable hazards, that are related to Magna IV Engineering's scope of work and the site where the work will be performed; and

(b) Information about the worksite necessary to identify hazards and assess risk for the protection of the health and safety of MIV personnel. This information might include, but is not limited to:

(a) Providing an accurate, up-to date, single line diagram of the electrical distribution system;

(b) Providing relevant Workplace Hazardous Materials Information System (WHMIS) information such as Material Safety Data Sheets (MSDS) and floor plans indicating areas where hazardous materials are located and emergency exits for service rooms and other areas of operation; and

(c) Other site specific information relative to the purchaser's operation, process and safety systems.

### 12. Confidential Information

It means any information provided by a party ("Disclosing Party") to the other party ("Recipient Party") or to which the Recipient Party had access as a result of the negotiation or performance of the order, which is not generally known to the public, including without limitation, information relating to (a) the design specifications and content of the equipment or documentation as contained with the equipment or otherwise; and (b) the terms of this Terms and Conditions of Sale; Each party agree that all such confidential information will be received in confidence and will be used only for the purpose of carrying out the obligations of, or with respect to the Purchaser, for the purpose of installing, operating, maintaining and repairing the equipment purchased pursuant to this Conditions of Sale (the "Purpose"). Notwithstanding anything to the contrary in this Section 12, the Recipient may, on a need basis and for the purpose, disclose the Confidential Information to third parties, provided that such third party recipient is legally bound by a non-disclosure agreement consistent and no less constraining than the terms of this Section and that the disclosing Recipient remains liable to for any breach of the terms of this Section 12 by the third party recipient.

### 13. Intellectual Property

MIV retains ownership of all right, title and interest (including copyright) in and to the intellectual property. Nothing in this Terms and Conditions constitutes a transfer or conveyance of any right, title or interest in the intellectual property, except the limited right to use it as provided in the documentation.

The Purchaser agrees not to breach or infringe Intellectual Property of others and will defend and save harmless MIV, its directors, partners, officers and employees for all demands, actions, losses, damages and expenses, including legal fees, arising from any such breach or infringement. The Purchaser also agrees to pay all MIV costs related to defend and save harmless the Purchaser, its directors, officers, and employees for all demands, actions, losses, damages and expenses, including legal fees, arising from any such breach or infringement.

### 14. Nature of the Relationship

For all purposes of this Magna Sale Terms, MIV shall be an independent contractor and does not constitute the Parties as partners, joint ventures or except as provided in this Terms and Conditions, agents of each other, and no Party may so represent itself in this manner.

### 15. Amendments

No amendment, supplement, modification, waiver or termination of the purchase order or this Magna Sale Terms is binding unless executed in writing by both parties.

### 16. Governing Law

All matters arising out of or relating to the execution, construction, interpretation or breach thereof, are to be governed by the provincial/state laws where services are performed and the federal laws of the Country applicable therein. MIV agrees to bring any action, claims or legal proceedings in any way pertaining to this order, or the execution, construction, interpretation or breach thereof in the courts of the jurisdiction specified above and in no other court or tribunal whatsoever.

**Approval:**

If you are satisfied with this quote, and would like to proceed with the project, please sign below and return to sender.

E-mail: [thoven@magnaiv.com](mailto:thoven@magnaiv.com)  
Fax: (780) 430-9799  
Mail: 1103 Parsons Road SW  
Edmonton, AB T6X 0X2

**Questions:**

If you have any questions, feel free to contact myself

Taurick Hoven, P.Eng  
E-mail: [thoven@magnaiv.com](mailto:thoven@magnaiv.com)  
Direct: (780) 462-3122, ext. 3326  
  
Office: (780) 462-3111 (Local)  
1 (800) 462-3157 (Toll-free)  
[info@magnaiv.com](mailto:info@magnaiv.com)

I hereby approve all above items and conditions and instruct Magna IV Engineering to proceed with work based on this quote

X \_\_\_\_\_  
Signature of client

Please attach a PO, or provide information below if Billing Address is different than Address shown on Proposal:

Street Address:	
City/Province:	
Postal Code:	
Phone:	
Billing Contact:	
PO or Ref. Number	

For Magna IV Internal Use	
Quote File:	M1457-E14-03411
Project Name:	Town of Sedgewick - 32 Lots
Client name:	Morrison Hershfield Ltd.
Contact:	Imy Kassam, P.Eng.





**Stantec Consulting Ltd.**  
1100 - 4900 50th Street, Red Deer AB T4N 1X7

June 6, 2014  
File: 113999000

**Attention: Amanda Davis, CAO**  
Town of Sedgewick  
Box 129  
Sedgewick, AB T0B 4C0

Dear Ms. Davis,

**Reference: Town of Sedgewick Residential Subdivision Development**

Thank you for the opportunity to submit this proposal for Engineering Services for the Town's proposed new 32 lot subdivision. This document serves to outline the scope of work and services, which we will deliver as part of the project, based on our understanding of the work as described herein and our professional services rates for work to be completed in 2014. We understand that the Town may elect to phase the construction, and that the first phase would be in 2015.

**PROJECT UNDERSTANDING AND SCOPE OF WORK**

The Town is considering developing 32 lots bounded by 52 Avenue to the south, 54 Avenue to the north, 50 Street to the east and the race track to the west. The lots to the west of 51 Street will be zoned for mobile homes, while the remainder will be typical single family detached lots.

There is an existing waterline extending along 51 Street which can be used to service the subdivision, and the internal wastewater collection system will connect to the existing gravity wastewater collection system on the east side of 50 Street at approximately 54 Avenue. Storm drainage is proposed to consist primarily of curb and gutter with a buried storm system as required to direct drainage to the existing ditch on the west side of 50 Street.

Stantec's role on this project will be to complete topographical and legal surveys, subdivision registration, detailed design, tendering services and provide construction monitoring on an average 3 day per week basis for an estimated 8 week construction period. At this time it is assumed that construction layout surveys will be completed by the contractor.

**DETAILED ENGINEERING AND CONSTRUCTION SERVICES**

The following services will be provided in the preparation of detailed engineering design drawings:





**Reference: Town of Sedgewick Residential Subdivision Development**

**Detailed Design**

Prepare all detailed design plans and construction documents necessary to produce a residential subdivision in accordance with the appropriate Municipal Standards set by the Town of Sedgewick and Alberta Environment, under which the development agreement is in force, and shall include the collection of data, attending of meetings and corresponding with all appropriate authorities necessary for the preparation, calling and recommendation of award, for all contracts required to construct all services to be installed in the area, including but not limited to:

1. Storm sewers and appurtenances thereto;
2. Sanitary sewers and appurtenances thereto;
3. Watermains and appurtenances thereto;
4. Lot services and appurtenances thereto;
5. Sidewalks, curb and gutter;
6. Surface improvements and pavement elevations;
7. Lane construction;
8. Area drainage requirements;
9. Pavement markings and signage;
10. Coordinate details with the work of other utility companies; and
11. Advise Legal Surveyor of easements and/or restrictive covenants required by the Town in order to complete the design of the development and preparation of easement plan and setback plan.

**Survey**

- Stantec will conduct a boundary survey to determine accurate dimensions and area of the parcel as well as a topographical survey for elevation purposes. These surveys will be conducted prior to detailed design so that all engineering and planning design is based on accurate dimensions and information.
- Once the detailed engineering and planning is completed the Stantec Geomatic Group will determine the coordinate positions of all new property corners. A final subdivision plan and right of way plan will be prepared. All associated documents pertaining to the registration of the subdivision plan and right of way plan will be prepared including the utility right of way documents. All documents will be circulated to the appropriate parties for execution. Once all documents are returned to our attention fully executed, Stantec will submit the package to Land Titles for registration. Our fees include the Land Titles' registration fees.
- Stantec will prepare and submit a Tentative Plan of Subdivision to West Central Planning Agency which is the Subdivision Approving Authority for the Town of





**Reference: Town of Sedgewick Residential Subdivision Development**

**Sedgewick.** If re-zoning is required, a formal application will be made to the Town of Sedgewick.

**Alberta Environment Approval**

- On behalf of the Town of Sedgewick, submit an application for Permit to Construct Water and Sewer Improvements to Alberta Environment.

**Detailed Design Review**

- Submit plans, specifications and tender documents to the Town, attend meetings and correspond with utility companies and other approving authorities to obtain detailed engineering design approval.
- Complete scheduled project review meetings with the Town at the 50% and 90% completion stages.

**DETAILED DESIGN OPINION OF PROBABLE COST AND FINAL SCHEDULE**

- Prepare construction opinion of probable cost and schedules of all work to be carried out, in accordance with the unit price schedule in the tender documents.

**CONTRACT DOCUMENTS**

- Prepare individual complete sets of contract documents for Underground Utilities and Surface Improvements, Electrical servicing and streetlights, and Landscaping. **Prepare individual project unit prices and completion schedules for each contract.**
- Negotiate unit rates for work to be completed under each contract as required Pre-Construction Services.
- Convene a Pre-Construction Meeting, which will include representation from the successful Contractor, Stantec, Geotechnical Engineer and representatives of utility companies as required.

The objectives of this meeting will include review and clarification of the following:

- Official representation of all parties;
- Administration procedures and requirements including:
- Contract documentation;
- Contract Security;
- Evidence of insurance, etc.;
- Progress claim/payment procedures;
- Traffic and pedestrian accommodation during construction;
- Temporary protection and traffic control;





**Reference: Town of Sedgewick Residential Subdivision Development**

- Temporary project facilities;
- Safety; and
- Project schedule.
- Meeting Notes for this and subsequent project construction meetings will be prepared and distributed by Stantec.

**NOTIFICATION**

- Notify of all affected residents, businesses, or utility companies as to the approved construction schedule and expected start dates.
- Arrange for the scheduling and installation of telephones, cable TV and gas utilities. Supply all plans required by these utilities in order that they can complete their work. Review their layouts and notify the Town of possible conflict with other works.

**DOCUMENTATION - EXISTING CONDITIONS**

- Photograph all adjoining properties and adjacent structures in close proximity to the work and inventory of all existing signs to be provided to the Town for record purposes.

**SERVICES DURING CONSTRUCTION**

- This activity includes the interpretation of the contract documents in all matters related thereto.
- Maintain contact with the Construction monitor ensuring the construction activities conform to the contract documents. Provide assistance in the interpretation of the contract documents.
- Arrange and attend bi-weekly on-site meetings to monitor construction progress, address any special concerns and prepare meeting minutes.
- Review all Contractor submissions and payment certificates (progress claims) prior to forwarding to client. Issue final inspection reports, deficiency list and Final Completion Certificate.
- Quantify changes to work due to revisions of the construction drawings and/or changes to site conditions.
- Coordinate scheduling requirements of utility companies.
- Prepare monthly progress reports, complete with description of work completed, material testing reports, adherence to schedule and construction report and photos.
- Prepare monthly expenditure reports for client's review.

**PROJECT REVIEW**





**Reference: Town of Sedgewick Residential Subdivision Development**

- The project engineers and/or project manager will regularly inspect the work to provide a further level of quality assurance to ensure work proceeds in accordance with design and specifications.

**PROJECT MEETINGS DURING CONSTRUCTION**

- Hold regular on-site meetings. The objective of these meetings will be to address such issues as:
  - Technical questions;
  - Contract / administration matters;
  - Quality of work;
  - Performance versus project schedule;
  - Worker safety on the job site;
  - Public Safety (i.e. traffic control, etc.); and
  - Changes in the work.

These meeting would be chaired by the project engineer/manager who would also record and distribute meeting notes.

**RESIDENT ENGINEERING**

- Provide Construction monitoring services on site. This Construction monitor will provide assurance that the work generally proceeds in accordance with the physical intent of the contract documents and in accordance with the approved project schedule. The monitor will report any deviations from these immediately to the Contractor and Project Manager. This activity will also include arranging materials compliance testing by the Geotechnical Engineer and coordinating the work by shallow utility companies.
- Maintain records of construction details necessary for the preparation of record drawings. Survey, measure and record quantities for payment.
- Coordinate the Stantec surveyor and other required support staff on site.
- Prepare weekly Safety Inspection Reports.
- Review test results of the geotechnical quality control testing and arrange for re-testing of any deficient sections.
- Consider, review and forward, where necessary, alternatives in construction methods, materials and in the design and specifications. Coordinate and process contract change orders.
- Prepare construction photographs and assemble labeled photos, with negatives in an album and submit to client following the completion of the project.





**Reference: Town of Sedgewick Residential Subdivision Development**

- Review all claims submitted by the Contractor for payment and make recommendations.
- Liaise with the affected public and Contractor to respond immediately to any concerns or project issues that may arise as a result of the construction activities.
- Report construction deficiencies to the Contractor and identify responsibility for rectification if necessary.
- Monitor correction of deficiencies by the Contractor.
- Perform final inspection after construction is complete and issue substantial Completion Certificate. Issue report of inspection to the Client.

**POST CONSTRUCTION SERVICES**

- Complete final inspections with representatives of Client and Contractor and the preparation of a list of deficiency items (copy to be distributed to the Client and Contractor).
- Expedite the correction of any deficiencies by the Contractor including establishment of a reasonable completion date for each deficiency.
- Prepare, submit and expedite Construction Completion Certificates.
- Update design drawings to Plan of Record status for the project and arrangements for the completed project to be photographed for record purposes. Copies of all these record drawings and photographs will then be provided to the Town.

**CONTRACT ADMINISTRATION**

- Provide contract administration for submission of Maintenance Bond, Statutory Declarations, Workers Compensation Board Declaration, release of holdback, etc.

**WARRANTY INSPECTION**

- During the warranty period, provide engineering services as authorized, in relation to maintenance of the work constructed. At the end of the warranty period complete a final inspection of all the works with the Town and the Contractor. Note any outstanding deficiencies and issue an inspection report to all involved parties.

**FINAL ACCEPTANCE CERTIFICATE**

- Issue Final Acceptance Certificate for the signature of the Town after rectification of all deficiencies by the Contractor.

**OUT OF SCOPE ITEMS**





June 6, 2014  
Amanda Davis, CAO  
Page 7 of 9

**Reference: Town of Sedgewick Residential Subdivision Development**

- Construction Surveys.
- Geotechnical engineering investigations.
- Additional design not covered under the agreed upon scope of work.
- Attendance of site meetings, which pertain to any aspect of the site work in addition to the scope of work listed above.
- Preparation of marketing materials and architectural controls.
- Preparation of Development Agreement Submission items.

**PROJECT SCHEDULE**

Given the size of the project, the Town's objective of a late fall tender can be easily met. We estimate that topographic survey and design will require 6-7 weeks after award, and tendering will require a 3 week period. As such, an August tender is feasible and could enable fall construction, should the Town wish to do so.

**PROJECT FEE BUDGET**

For the design and tendering of this project, we propose to complete the work on a fixed fee basis for \$150,000 plus GST, allocated as follows:



June 6, 2014  
Amanda Davis, CAO  
Page 8 of 9

**Reference: Town of Sedgewick Residential Subdivision Development**

<b>Work Component</b>	<b>Fixed Fee</b>
Topographic Survey	\$8,000
Detailed Design	\$30,000
Tendering	\$12,000
Construction Monitoring	\$50,000
Legal Survey and Subdivision Registration – Professional Services	\$32,000
<b>Subtotal – Professional Services</b>	<b>\$132,000</b>
Legal Survey and Subdivision Registration – Fees paid to Development Authority and Land Titles (includes Land re-designation fee, Subdivision Application Fee, Subdivision Endorsement Fee & Land Titles Registration Fee)	\$18,000
<b>Total – Professional Services and Fees</b>	<b>\$150,000</b>

Please note the following with respect to our Engineering Services fees:

- Construction Monitoring Services assume a 3 day per week commitment for an 8 week construction period.
- The fees assume that the project is completed as a single phase. Dividing the project into 2 phases will increase tendering and construction monitoring costs.
- Any extension in the project beyond 2015 may require an escalation adjustment.

We are available to meet with the Town of Sedgewick and answer any questions regarding our proposal and discuss moving forward in completing this project. We look forward to continuing our involvement with the Town.



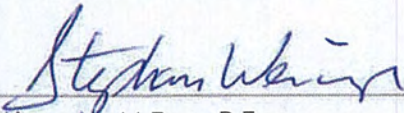


June 6, 2014  
Amanda Davis, CAO  
Page 9 of 9

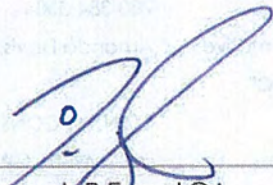
**Reference: Town of Sedgewick Residential Subdivision Development**

Regards,

**STANTEC CONSULTING LTD.**

101 

Liang Liu M.Eng., P.Eng.  
Senior Associate  
Phone: (403) 341-3320  
Fax: (403) 342-0969  
Liang.liu@stantec.com

  
Tim Ainscough P.Eng., LGA  
Principal, BCML  
Phone: (403) 341-3320  
Fax: (403) 342-0969  
Tim.ainscough@stantec.com

**Attachment: Professional Services Agreement**

Design with community in mind



THIS AGREEMENT is made and entered into effective June 6, 2014 (the "Agreement Date") by and between:

**"CLIENT"**

Name: TOWN OF SEDGEWICK  
Address: Box 129 Sedgewick, AB T0B 4C0  
Phone: 780-384-3504 Fax: 780-384-3545  
Representative: Amanda Davis, CAO

**"STANTEC"**

Name: STANTEC CONSULTING LTD.  
Address: 1100, 4900 - 50th Street Red Deer, AB T4N 1X7  
Phone: 403-341-3320 Fax: 403-342-0969  
Representative: Tim Ainscough, Principal, BCML

PROJECT NAME (the "PROJECT"):

Town of Sedgewick Residential Subdivision Development

**DESCRIPTION OF WORK:** STANTEC shall render the services described in Attachment "A" (hereinafter called the "SERVICES") in accordance with this AGREEMENT. STANTEC may, at its discretion and at any stage, engage subconsultants to perform all or any part of the SERVICES. The CLIENT and STANTEC by written amendment to this AGREEMENT may from time to time make changes to the SERVICES. All changed work shall be carried out under this AGREEMENT. The time for completion of the SERVICES shall be adjusted accordingly.

**COMPENSATION:** Charges for the SERVICES rendered will be made in accordance with the CONTRACT PRICE indicated in Attachment "A", or, if no CONTRACT PRICE is indicated, in accordance with STANTEC's Schedule of Fees and Disbursements in effect from time to time as the SERVICES are rendered.

Invoices shall be paid by the CLIENT in the currency of the jurisdiction in which the SERVICES are provided without deduction or setoff upon receipt. Failure to make any payment when due is a material breach of this Agreement and will entitle STANTEC, at its option, to suspend or terminate this Agreement and the provision of the SERVICES. Interest will accrue on accounts overdue by 30 days at the lesser of 1.5 percent per month (18 percent per annum) or the maximum legal rate of interest.

**REPRESENTATIVES:** Each party shall designate in the space provided above a representative who is authorized to act on behalf of that party and receive notices under this AGREEMENT. Such representatives have complete authority to act on behalf of their principals in respect to all matters arising under this AGREEMENT.

**NOTICES:** All notices, consents, and approvals required to be given hereunder shall be in writing and shall be given to the representatives of each party. All notices required by this AGREEMENT to be given by either party shall be deemed to be properly given and received within two (2) business days if made in writing to the other party by certified mail, telegram, email, facsimile or telex, addressed to the regular business address of such party as identified above.

**CLIENT'S RESPONSIBILITIES:** The CLIENT shall provide to STANTEC in writing, the CLIENT's total requirements in connection with the PROJECT, including the PROJECT budget and time constraints. The CLIENT shall make available to STANTEC all relevant information or data pertinent to the PROJECT which is required by STANTEC to perform the SERVICES. STANTEC shall be entitled to rely upon the accuracy and completeness of all information and data furnished by the CLIENT, including information and data originating with other consultants employed by the CLIENT whether such consultants are engaged at the request of STANTEC or otherwise. Where such information or data originates either with the CLIENT or its consultants then STANTEC shall not be responsible to the CLIENT for the consequences of any error or omission contained therein.

When required by STANTEC, the CLIENT shall engage specialist consultants directly to perform items of work necessary to enable STANTEC to carry out the SERVICES. Whether arranged by the CLIENT or STANTEC, these services shall be deemed to be provided under direct contracts to the CLIENT unless expressly provided otherwise.

The CLIENT shall give prompt consideration to all documentation related to the PROJECT prepared by STANTEC and whenever prompt action is necessary shall inform STANTEC of CLIENT's decisions in such reasonable time so as not to delay the schedule for providing the SERVICES.

When applicable, the CLIENT shall arrange and make provision for STANTEC's entry to the PROJECT site as well as other public and private property as necessary for STANTEC to perform the SERVICES. The CLIENT shall obtain any required



approvals, licenses and permits from governmental or other authorities having jurisdiction over the PROJECT so as not to delay STANTEC in the performance of the SERVICES.

**STANTEC's RESPONSIBILITIES:** STANTEC shall furnish the necessary qualified personnel to provide the SERVICES. STANTEC represents that it has access to the experience and capability necessary to and agrees to perform the SERVICES with the reasonable skill and diligence required by customarily accepted professional practices and procedures normally provided in the performance of the SERVICES at the time when and the location in which the SERVICES were performed. This undertaking does not imply or guarantee a perfect PROJECT and in the event of failure or partial failure of the product of the SERVICES, STANTEC will be liable only for its failure to exercise diligence, reasonable care and professional skill. This standard of care is the sole and exclusive standard of care that will be applied to measure STANTEC's performance. There are no other representations or warranties expressed or implied made by STANTEC. In particular, but not by way of limitation, no implied warranty of merchantability or fitness for a particular purpose shall apply to the SERVICES provided by STANTEC nor shall STANTEC warrant or guarantee economic, market or financial conditions, proforma projections, schedules for public agency approvals, or other factors beyond STANTEC's reasonable control. STANTEC does not warrant the SERVICES to any third party and the CLIENT shall indemnify and hold harmless STANTEC from any demands, claims, suits or actions of third parties arising out of STANTEC's performance of the SERVICES.

In performing the SERVICES under this AGREEMENT, STANTEC shall operate as and have the status of an independent contractor and shall not act as, or be an employee of the CLIENT.

The SERVICES performed by STANTEC shall be subject to the inspection and the review of the CLIENT at all times but such inspection and review shall not relieve STANTEC from its responsibility for the proper performance of the SERVICES.

**TERMINATION:** Either party may terminate this AGREEMENT without cause upon thirty (30) days' notice in writing. If either party breaches this AGREEMENT, the non-defaulting party may terminate this AGREEMENT after giving seven (7) days' notice to remedy the breach. On termination of this AGREEMENT, the CLIENT shall forthwith pay STANTEC for the SERVICES performed to the date of termination. Non-payment by the CLIENT of STANTEC's invoices within 30 days of STANTEC rendering same is agreed to constitute a material breach of this AGREEMENT and, upon written notice as prescribed above, the duties, obligations and responsibilities of STANTEC are terminated.

**SUSPENSION OF SERVICES:** If the project is suspended for more than thirty (30) calendar days in the aggregate, STANTEC shall be compensated for services performed and charges incurred prior to receipt of notice to suspend and, upon resumption, an equitable adjustment in fees to accommodate the resulting demobilization and remobilization costs. In addition, there shall be an equitable adjustment in the project schedule based on the delay caused by the suspension. If the PROJECT is suspended for more than ninety (90) days, STANTEC may, at its option, terminate this agreement upon giving notice in writing to the CLIENT.

**ENVIRONMENTAL:** Except as specifically described in this AGREEMENT, STANTEC's field investigation, laboratory testing and engineering recommendations will not address or evaluate pollution of soil or pollution of groundwater.

Where the services include storm water pollution prevention (SWPP), sedimentation or erosion control plans, specifications, procedures or related construction observation or administrative field functions, CLIENT acknowledges that such SERVICES proposed or performed by STANTEC are not guaranteed to provide complete SWPP, sedimentation or erosion control, capture all run off or siltation, that any physical works are to be constructed and maintained by the CLIENT's contractor or others and that STANTEC has no control over the ultimate effectiveness of any such works or procedures. Except to the extent that there were errors or omissions in the SERVICES provided by STANTEC, CLIENT agrees to indemnify and hold STANTEC harmless from and against all claims, costs, liabilities or damages whatsoever arising from any storm water pollution, erosion, sedimentation, or discharge of silt or other deleterious substances into any waterway, wetland or woodland and any resulting charges, fines, legal action, cleanup or related costs.

**BUILDING CODES, BYLAWS AND OTHER PUBLIC REGULATIONS:** STANTEC shall, to the best of its ability, interpret building codes, by-laws and other public regulations as they apply to the PROJECT and as they are published at the time SERVICES commence. Furthermore, STANTEC shall observe and comply with all applicable laws, ordinances, codes and regulations of government agencies, including federal, state, provincial, municipal and local governing bodies having jurisdiction over the conduct of the SERVICES ("LAWS"). However, it is expressly acknowledged and agreed by the CLIENT that as the PROJECT progresses such building codes, by-laws, other public regulations and LAWS may change or the interpretation of any public authority may differ from the interpretation of STANTEC, through no fault of STANTEC, and any extra costs necessary to conform to such changes or interpretations during or after execution of the SERVICES will be paid by the CLIENT.

STANTEC shall continue to provide equal employment opportunity to all qualified persons and to recruit, hire, train, promote and compensate persons in all jobs without regard to race, color, religion, sex, age, disability or national origin or any other basis prohibited by applicable laws.

**COST AND SCHEDULE OF CONSTRUCTION WORK:** In providing opinions of probable cost and project schedule, it is recognized that neither the CLIENT nor STANTEC has control over the costs of labor, equipment or materials, or over the Contractor's methods of determining prices or time. The opinions of probable cost or project duration are based on



STANTEC's reasonable professional judgment and experience and do not constitute a warranty, express or implied, that the Contractors' bids, project schedules, or the negotiated price of the Work or schedule will not vary from the CLIENT's budget or schedule or from any opinion of probable cost or project schedule prepared by STANTEC. Exact costs and times will be determined only when bids have been received for the PROJECT and when the construction work has been performed and payments finalized.

**ADMINISTRATION OF CONSTRUCTION CONTRACTS:** When applicable, STANTEC shall provide field services during the construction of the PROJECT only to the extent that such SERVICES are included and defined in this AGREEMENT. The performance of the construction contract is not STANTEC's responsibility nor are STANTEC's field services rendered for the construction contractor's benefit.

It is understood and agreed by the CLIENT and STANTEC that only work which has been seen during an examination by STANTEC can be said to have been appraised and comments on the balance of any construction work are assumptions only.

When field services are provided by STANTEC, the authority for general administration of the PROJECT shall reside with STANTEC only to the extent defined in this AGREEMENT. In such case, STANTEC shall coordinate the activities of other consultants employed by the CLIENT, only to the extent that STANTEC is empowered to do so by such other consultants' contracts with the CLIENT.

STANTEC shall not be responsible for any contractor's failure to carry out the work in accordance with the contract documents nor for the acts or omissions of any contractor, subcontractor, any of their agents or employees, or any other persons performing any of the work in connection with the PROJECT. When field services are provided, no acceptance by STANTEC of the work or services of a construction contractor or other consultants, whether express or implied, shall relieve such construction contractor or other consultants from their responsibilities to the CLIENT for the proper performance of such work or services and further, STANTEC shall not be responsible to the CLIENT or to the construction contractor or to the other consultants for the means, methods, techniques, sequences, procedures and use of equipment of any nature whatsoever, whether reviewed by STANTEC or not, which are employed by the construction contractor or the other consultants in executing, designing, or administering any phases of the PROJECT, or for placing into operation any plant or equipment or for safety precautions and programs incidental thereto.

When field services are provided, STANTEC will not be designated as the party responsible for the compliance by others on the construction work site with the purposes or requirements of applicable environmental, occupational health and safety, or similar legislation. The CLIENT shall designate a responsible party, other than STANTEC, for the coordination and performance of environmental, occupational health and safety activities on the construction work site as required by applicable legislation and associated regulations.

**JOBSITE SAFETY:** Neither the professional activities of STANTEC, nor the presence of STANTEC or its employees and subconsultants at a construction site, shall relieve the CLIENT and any other entity of their obligations, duties and responsibilities with respect to job site safety. Subject only to applicable legislation, STANTEC and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions.

**LIMITATION OF LIABILITY:** The CLIENT releases STANTEC from any liability and agrees to defend, indemnify and hold STANTEC harmless from any and all claims, damages, losses, and/or expenses, direct and indirect, or consequential damages, including but not limited to attorney's fees and charges and court and arbitration costs, arising out of, or claimed to arise out of, the performance of the SERVICES, excepting liability arising from the negligence or willful misconduct of STANTEC.

It is further agreed that the total amount of all claims the CLIENT may have against STANTEC under this AGREEMENT or arising from the performance or non-performance of the SERVICES under any theory of law, including but not limited to claims for negligence, negligent misrepresentation and breach of contract, shall be strictly limited to the lesser of the fees paid to STANTEC for the SERVICES or \$500,000. No claim may be brought against STANTEC in contract or tort more than two (2) years after the cause of action arose. As the CLIENT's sole and exclusive remedy under this AGREEMENT any claim, demand or suit shall be directed and/or asserted only against STANTEC and not against any of STANTEC's employees, officers or directors.

STANTEC's liability with respect to any claims arising out of this AGREEMENT shall be absolutely limited to direct damages arising out of the SERVICES and STANTEC shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the CLIENT, including but not limited to claims for loss of use, loss of profits and loss of markets.

**INDEMNITY FOR MOLD CLAIMS:** It is understood by the parties that existing or constructed buildings may contain mold substances that can present health hazards and result in bodily injury, property damage and/or necessary remedial measures. If, during performance of the SERVICES, STANTEC knowingly encounters any such substances, STANTEC shall notify the CLIENT and, without liability for consequential or any other damages, suspend performance of services until the CLIENT retains a qualified specialist to abate and/or remove the mold substances. The CLIENT agrees to release and waive all claims, including consequential damages, against STANTEC, its subconsultants and their officers, directors and employees arising from or in any way connected with the existence of mold on or about the project site whether during



or after completion of the SERVICES. The CLIENT further agrees to indemnify and hold STANTEC harmless from and against all claims, costs, liabilities and damages, including reasonable attorneys' fees and costs, arising in any way from the existence of mold on the project site whether during or after completion of the SERVICES, except for those claims, liabilities, costs or damages caused by the sole gross negligence and/or knowing or willful misconduct of STANTEC. STANTEC and the CLIENT waive all rights against each other for mold damages to the extent that such damages sustained by either party are covered by insurance.

**DOCUMENTS:** All documents prepared by STANTEC or on behalf of STANTEC in connection with the PROJECT are instruments of service for the execution of the PROJECT. STANTEC retains the property and copyright in these documents, whether the PROJECT is executed or not. Payment to STANTEC of the compensation prescribed in this AGREEMENT shall be a condition precedent to the CLIENT's right to use documentation prepared by STANTEC. These documents may not be used for any other purpose without the prior written agreement of STANTEC. The CLIENT shall have a permanent non-exclusive, royalty-free license to use any concept, product or process which is patentable or capable of trademark, produced by or resulting from the SERVICES rendered by STANTEC in connection with the PROJECT, for the life of the PROJECT. The CLIENT shall not use, infringe upon or appropriate such concepts, products or processes without the express written agreement of STANTEC. In the event STANTEC's documents are subsequently reused or modified in any material respect without the prior consent of STANTEC, the CLIENT agrees to indemnify STANTEC from any claims advanced on account of said reuse or modification.

Any document produced by STANTEC in relation to the Services is intended for the sole use of Client. The documents may not be relied upon by any other party without the express written consent of STANTEC, which may be withheld at STANTEC's discretion. Any such consent will provide no greater rights to the third party than those held by the Client under the contract, and will only be authorized pursuant to the conditions of STANTEC's standard form reliance letter.

STANTEC cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic format ("Electronic Files"). CLIENT shall release, indemnify and hold STANTEC, its officers, employees, consultants and agents harmless from any claims or damages arising from the use of Electronic Files. Electronic files will not contain stamps or seals, remain the property of STANTEC, are not to be used for any purpose other than that for which they were transmitted, and are not to be retransmitted to a third party without STANTEC's written consent.

**PROJECT PROMOTION:** Where the Client has control or influence over construction signage, press releases and/or other promotional information identifying the project ("Project Promotion"), the Client agrees to include STANTEC in such Project Promotion.

**FORCE MAJEURE:** Any default in the performance of this AGREEMENT caused by any of the following events and without fault or negligence on the part of the defaulting party shall not constitute a breach of contract: labor strikes, riots, war, acts of governmental authorities, unusually severe weather conditions or other natural catastrophe, or any other cause beyond the reasonable control or contemplation of either party.

**GOVERNING LAW:** This AGREEMENT shall be governed, construed and enforced in accordance with the laws of the jurisdiction in which the majority of the SERVICES are performed.

**DISPUTE RESOLUTION:** If requested in writing by either the CLIENT or STANTEC, the CLIENT and STANTEC shall attempt to resolve any dispute between them arising out of or in connection with this AGREEMENT by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. If a dispute cannot be settled within a period of thirty (30) calendar days with the mediator, if mutually agreed, the dispute shall be referred to arbitration pursuant to laws of the jurisdiction in which the majority of the SERVICES are performed or elsewhere by mutual agreement.

**ATTORNEYS FEES:** In the event of a dispute hereunder, the prevailing party is entitled to recover from the other party all costs incurred by the prevailing party in enforcing this AGREEMENT and prosecuting the dispute, including reasonable attorney's and expert's fees, whether incurred through formal legal proceedings or otherwise.

**ASSIGNMENT AND SUCCESSORS:** Neither the CLIENT nor STANTEC shall, without the prior written consent of the other party, assign the benefit or in any way transfer the obligations of this AGREEMENT or any part hereof. This AGREEMENT shall inure to the benefit of and be binding upon the parties hereto, and except as otherwise provided herein, upon their executors, administrators, successors, and assigns.

**PROTECTION OF PRIVACY LAWS:** STANTEC will comply with its statutory obligations respecting the collection, use, disclosure, access to, correction, protection, accuracy, retention and disposition of personal information that may be collected or created under this AGREEMENT. STANTEC will refer any request for access to or correction of personal information that is made under statute to the CLIENT and will comply with any directions from the CLIENT respecting the access request, or respecting correction and annotation of personal information. STANTEC will, at reasonable times and on reasonable notice, allow the CLIENT to enter its premises and inspect any personal information of the CLIENT's that is in the custody of STANTEC or any of STANTEC's policies or practices relevant to the management of personal information subject to this AGREEMENT.



**ENTIRE AGREEMENT:** This AGREEMENT constitutes the sole and entire agreement between the CLIENT and STANTEC relating to the PROJECT and supersedes all prior agreements between them, whether written or oral respecting the subject matter hereof and no other terms, conditions or warranties, whether express or implied, shall form a part hereof. This AGREEMENT may be amended only by written instrument signed by both the CLIENT and STANTEC. All attachments referred to in this AGREEMENT are incorporated herein by this reference; however, in the event of any conflict between attachments and the terms and conditions of this AGREEMENT, the terms and conditions of this AGREEMENT shall take precedence.

**SEVERABILITY:** If any term, condition or covenant of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this AGREEMENT shall be binding on the CLIENT and STANTEC.

**THE PARTIES EXPRESSLY ACKNOWLEDGE THAT THIS AGREEMENT CONTAINS LIMITATION OF LIABILITY PROVISIONS RESTRICTING RIGHTS FOR THE RECOVERY OF DAMAGES.**

The Parties, intending to be legally bound, have made, accepted and executed this AGREEMENT as of the Agreement Date noted above.

**TOWN OF SEDGEWICK****STANTEC CONSULTING LTD.**

Amanda Davis, CAO  
Print Name and Title

Signature

---

Print Name and Title

Signature

---

Tim Ainscough, Principal, BCML  
Print Name and Title

Signature

---

Stephan Weninger, BCDL  
Print Name and Title

Signature

---



Attached to and forming part of the AGREEMENT BETWEEN:

TOWN OF SEDGEWICK

(hereinafter called the "CLIENT")

- and -

STANTEC CONSULTING LTD.

(hereinafter called "STANTEC")

EFFECTIVE: June 6, 2014

This Attachment details the SERVICES, CONTRACT TIME, CONTRACT PRICE, ADDITIONAL CONDITIONS and ADDITIONAL ATTACHMENTS forming part of the above described AGREEMENT.

SERVICES: STANTEC shall perform the following SERVICES:

Engineering services for the Town's proposed new 32 lot subdivision

(hereinafter called the "SERVICES")

CONTRACT TIME: Commencement Date: June 2014

Estimated Completion Date: December 2014

CONTRACT PRICE: Subject to the terms below, CLIENT will compensate STANTEC as follows:

\$150,000 including a flat rate disbursement and project specific expenses plus GST (Fixed Fee)

An eight percent (8%) flat rate disbursement (FRD) recovery charge will be applied to the STANTEC fees to cover miscellaneous project expenses, internal incidental printing, copying and plots, film, CDs and report materials; communications expenses (e.g., faxes, office and mobile phones, blackberries, pagers, and other devices); office expenses (e.g., postage, couriers, equipment, common software and other supplies); staff local mileage/kilometrage; and archive maintenance. As this is a FRD, no supporting document will be provided with invoices.

Project specific charges, such as subconsultants; travel, accommodations and meals; project-specific printing of deliverables; consumables; usage charges for specialized field equipment and company-owned, leased or rented project vehicles; external testing lab charges and other external services charges; specialized computer software costs; and other significant project-specific expenses will be invoiced in addition to labor fees and to the FRD.

Where not stated as being included in the fees, project specific subconsultant, contractor, lab and other similar third party charges will be charged as invoiced to STANTEC with a 0 percent (0%) markup.

Unless otherwise noted, the fees in this agreement do not include any value added, sales, or other taxes that may be applied by Government on fees for services. Such taxes will be added to all invoices as required.

Where the SERVICES or services conditions change, STANTEC shall submit to the CLIENT in a timely manner, documentation of the revisions to Attachment "A" adjusting the Contract Services Time and Price as required.

Unless otherwise specified, charges for SERVICES are based on STANTEC's hourly billing rate table ("Rate Table"), attached hereto. The Rate Table is subject to escalation from time to time.

ADDITIONAL  
CONDITIONS:

The following additional conditions shall be read in conjunction with and constitute part of this AGREEMENT:

No additional conditions



# PROFESSIONAL SERVICES AGREEMENT ATTACHMENT "A"

**ADDITIONAL  
ATTACHMENTS:**

The following additional attachments shall be read in conjunction with and constitute part of this AGREEMENT:

Town of Sedgewick Residential Subdivision Development Proposal dated June 6, 2014  
2014 Rate Table (attached)

**INSURANCE  
REQUIREMENTS:**

Before any services are provided under this agreement, STANTEC shall procure, and maintain in effect during the term of this agreement, insurance coverage in amounts and on terms not less than set forth below.

**General Liability:** Commercial general liability insurance for personal and bodily injury, including death, and property damage in the amount of \$1,000,000 each occurrence and not less than \$2,000,000 in the aggregate.

**Automobile Liability:** Automobile liability insurance for bodily injury, including death, and property damage in the amount of \$1,000,000 each occurrence.

**Professional Liability:** Professional liability insurance for damages incurred by reason of any negligent act, error or omission committed or alleged to have been committed by STANTEC in the amount of \$1,000,000 per claim and in the aggregate.

**Workers' Compensation:** As prescribed by applicable law.

**Certificates:** Upon request, STANTEC shall provide certificates of insurance evidencing coverage required above. Each certificate shall provide that the coverage therein afforded shall not be cancelled except with thirty (30) days prior written notice to the CLIENT.



## 2014 CHARGE OUT RATES

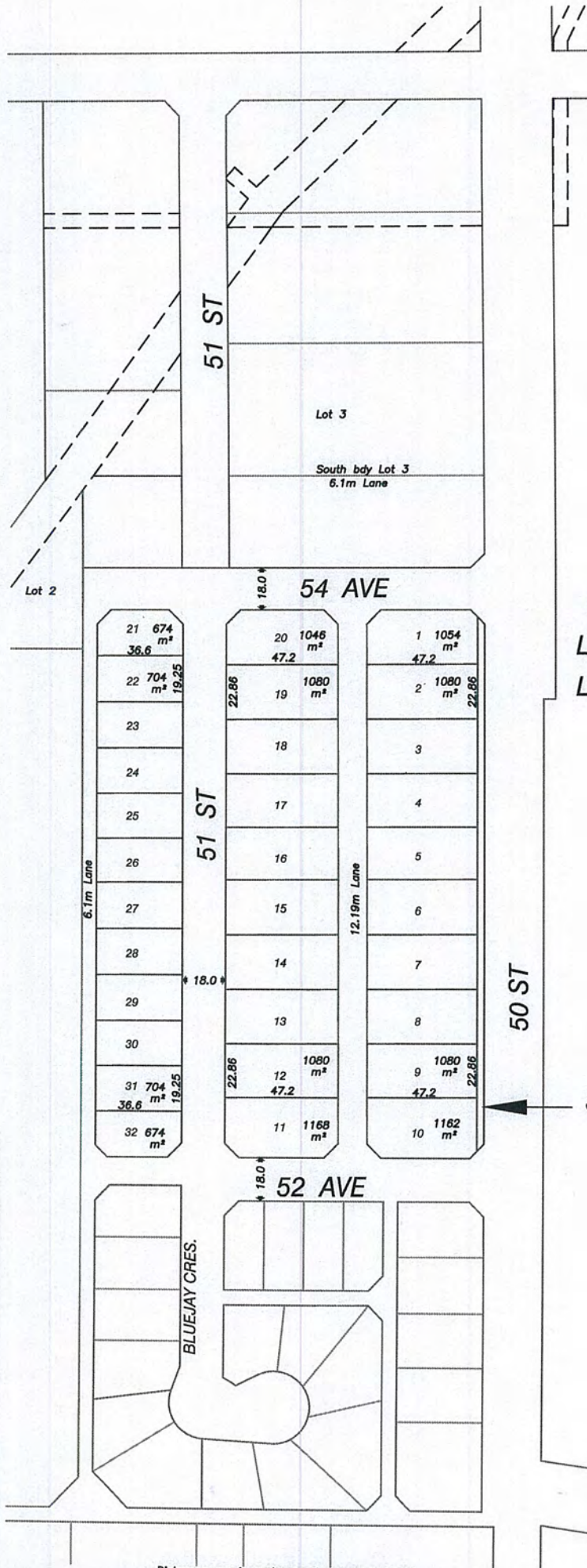
Staff Description	Hourly Rates (\$)	Ave. Rates (\$)
Principal/Specialist	185 - 200	
Project Manager/Senior Engineer	150 - 185	
Project Engineer	115 - 150	135
Junior Project Engineer	105 - 115	110
Senior Engineering Technologist	145 - 165	155
Intermediate Engineering Technologist	115 - 145	130
Junior Engineering Technologist	95 - 115	105
CADD Technologist	80 - 100	90
Senior Administration	80 - 100	90
Clerical	70 - 80	75
Two Man Survey Crew		
AB N&C	162.50	
Ft. McMurray	175.00	

Disbursements @ 8%

GPS Station	\$35/hour
Vehicles	\$20/hour
Expenses	\$cost + 10%







Approved Residential  
Future Subdivision

Option 4B  
Block 27 Plan 912 1568  
Lot 4 Blk 26 Plan 852 0469  
Lot 2 Blk 24 Plan 852 0469

Distances are in metres and are approximate  
The location of sewer and water lines are approximate.

## Request for Decision (RFD)

---

<b>Topic:</b>	<b>Recreation Facility &amp; Program Manager Job Desc. - Revised</b>
<b>Initiated by:</b>	Recreation Sub Committee
<b>Prepared by:</b>	Amanda Davis
<b>Attachments:</b>	Recreation Facility & Program Manager Job Desc. - Revised

---

---

### **Recommendations:**

**That Council approve the Recreation Facility & Program Manager Job Description as revised.**

---

### **Background:**

On May 28<sup>th</sup>, 2014 the Recreation Sub Committee met with the Sedgewick Recreation Board and reviewed the Recreation Facility & Program Manager Job Description.

Attached is a revised job description for review.

To summarize, the recommended changes simply remove duties that are not supported at the rec centre: ie. Management of Library Staff ; inclusion of HR Policy Development and Implementation etc.



Approved by Council on March 19<sup>th</sup>, 2014

### **Town of Sedgewick – Recreation Facility and Program Manager**

<b>CLASSIFICATION:</b>	Administrative	<b>SUPERVISOR:</b>	CAO
<b>DEPARTMENT:</b>	Recreation	<b>WORK HOURS:</b>	Flexible 40 hrs/week
<b>STATUS:</b>	Permanent Full Time		

#### **Summary of Position:**

Under the direction of the Town Chief Administrative Officer (CAO) the Recreation Facility and Program Manager controls, manages, coordinates and evaluates the operation of the Sedgewick Recreation Centre while also planning, scheduling and delivering programming and events.

#### **Qualifications:**

1. Post-secondary diploma or degree in recreation or leisure studies, therapeutic; recreation, kinesiology or other related field from a community college or university;
2. Knowledge of community resources and service development;
3. Excellent oral and written communication skills;
4. Excellent communication, leadership and team building skills;
5. Effective leadership, interpersonal and organizational skills;
6. Proven time management; ability to prioritize, coordinate and manage multiple activities and meet deadlines;
7. Proficiency in Microsoft Office (Word, Excel, Outlook);
8. Possess experience in facility management and recreation programming or coaching
9. Ability to demonstrate tact and diplomacy with the public
10. Knowledge of a variety of sports and their rules and the ability to effectively instruct and/or direct a range of participants from children to seniors
11. Ability to work with and lead both paid and volunteer staff and non-profit organizations
12. Ability to work flexible work schedules with willingness to work evenings, weekends and holidays on a regular basis
13. Proven time management skills; an ability to manage a number of projects at the same time and the ability to work with minimum supervision
14. Possess an understanding of risk management and safety standards
15. Valid class 5 drivers license
16. Police security check & Drivers Abstract

#### **Duties and Responsibilities:**

The Facility and Program Manager shall be responsible for a variety of facility management and programming/administrative duties.

Approved by Council on March 19<sup>th</sup>, 2014

The Manager shall be responsible to work closely with that Town Chief Administrative Officer (CAO), User Groups, Flagstaff County and surrounding communities. It is imperative that the Manger support/implement the guidelines of the Regional Recreation Program identified by Flagstaff County as well as the implementation and support of programs for year-round facility operation, schedule and facility bookings and facility maintenance/management.

The Manager shall be responsible to the Town Council through the CAO. As well the Manager is required to liaise with all community recreation and culture committees and the general public to provide effective management of the Sedgewick Recreational Facilities.

The focal point of this position is to work regionally and facilitate a collaborative shift in regional recreation while supporting and enhancing current operations.

Insert

**Comment [ToS1]:** That Manager shall be responsible for the development and implementation of HR Policies and Procedures with the assistance of the CAO.

**Supervision Received/Exercised:**

- Policy direction shall be provided by Town Council and the Sedgewick Recreation Board
- Administrative direction shall be provided by the CAO
- Supervisory duties entail direct supervision of the Recreation staff, Arena Coordinator, Janitor, Kitchen and Library staff as well as assist them in advertising, recruiting, hiring, training and annual evaluation staff.
- Direct scheduling of staff and the maintenance of the facility by ensuring that hours worked by staff are properly recorded and are in accordance with approved labor standards and the budget

**Comment [ToS2]:** Insert "and"

**Comment [ToS3]:** Remove wording.

**Comment [ToS4]:** Reverse words – "staff evaluations".

**General Administration:**

- Develop, implement and enforce policies and procedures for the Recreation Board and Council approval;
- To manage the daily operation as well as the long range planning of Recreation and Cultural Departments;
- Review and analyze existing departmental services and make necessary improvements by establishing long and short term goals;
- Prepare reports and studies related to departmental programming, capital improvements, facility maintenance and other assigned activities;
- Prepare the annual long term operation and capital budget with advice and assistance from the CAO and the Finance Officer;
- Actively seek out grant funding for all recreation-based projects as directed by Recreation Board, Sedgewick Town Council and the CAO for recreational, parks events and special projects;
- Control departmental spending within the budget allocation including approval of purchases and invoices for payment;



Approved by Council on March 19<sup>th</sup>, 2014

- Liaise with the Town Office and the Financial Officer in regards to financial records and accounting procedures;
- Ensure regular and timely deposits of cash receipts;
- Develop, implement and enforce a Health and Safety Program for all recreation services;
- Conduct and complete all scheduling of events within the facility;
- Provide monthly financial statements to the CAO who reports to Town Council
- Submit/report/compliance of all grants in conjunction with the Financial Officer
- Submit payroll hours to the Financial Officer/ bi-monthly
- Develop a marketing plan for the Regional Recreation Centre to sell programs and the facility to increase usage
- Assist with collaborative regional recreation meetings
- Keep social media posts up to date
- Actively engage in the development of a Recreation Agency with the expertise of CAO and Flagstaff County
- Perform any other duties as requested by the CAO

**Comment [ToS5]:** Insert – pending consultation with the Finance Officer.

**Public Relations:**

- Promote a high degree of awareness of available opportunities in the Town of Sedgewick by coordinating, developing and distributing various marketing materials related to Town programs, services and facilities;
- Liaise with the community committees and the general public to provide effective management of the Sedgewick Recreation Centre facility;
- Search our community needs for new programs and assist in organizing new programs and follow up to ensure their success and participation; programming shall be in conjunction with the Flagstaff County's Recreation studies;
- Show interest in programs and activities by attending meetings, games and activities as much as is reasonable as an ambassador for the Town and promote good public relations;
- Organize and develop volunteer programs, assist in planning and organizing community events
- Ensure staff are trained/qualified in the provision of courteous customer services;
- Assist Operational Coordinators in the resolution of disputes;

**Board Participation:**

- To act as the principal advisor and administrative assistant to the Recreation Board;
- Prepare Board agendas and background documentation and assist in a policy advisory role;
- Confirm all decisions of the Recreation Board which affects individuals, clubs, organization etc. in writing;

Approved by Council on March 19<sup>th</sup>, 2014

**Facilities:**

- Establish facility booking procedures
- Develop maintenance standards for the facility and create and promote annual, monthly and daily maintenance programs;
- Ensure that the maintenance standards are adhered to by staff and contractors;
- Support activities done by outside agencies (Ag Society, Minor Hockey etc.) in the area of capital development, upgrading and maintenance in conjunction with the CAO;
- Assist with general janitorial duties within the facility



## Request for Decision (RFD)

---

<b>Topic:</b>	<b>Salary Chart – Full Time Employees – Revision</b>
<b>Initiated by:</b>	Administration
<b>Prepared by:</b>	Amanda Davis
<b>Attachments:</b>	Salary Chart – Revised

---

---

**Recommendations:**

**That Council approved the revised salary chart as presented.**

---

**Current:**

Administration is requesting revisions to the current municipal full time salary chart.

Revisions are required to align with our employment ad.

The min-max salaries for Secretary 1 and 2 allow for a broader range of salaries. There is no requested increase to the current salary chart.

**2014 Salary Chart - Town of Sedgewick**  
**Approved Dec. 19, 2013**

<b>Salary Chart Full Time Employees:</b>
--

<b>CAO - 1820 hrs</b>	<b>81,900</b>	<b>100,100</b>
-----------------------	---------------	----------------

<b>PW Foreman - 2080 hrs</b>	<b>66,560</b>	<b>72,800</b>
------------------------------	---------------	---------------

<b>PW Assistant I - 2080 hrs</b>	<b>49,920</b>	<b>58,240</b>
----------------------------------	---------------	---------------

--	--	--

<b>PW Assistant II - 2080 hrs</b>	<b>49,920</b>	<b>58,240</b>
-----------------------------------	---------------	---------------

<b>Secretary 1 - 1820 hrs</b>	<b>29,120</b>	<b>52,780</b>
-------------------------------	---------------	---------------

<b>Secretary 2 - 1820 hrs</b>	<b>29,120</b>	<b>52,780</b>
-------------------------------	---------------	---------------



## Request for Decision (RFD)

---

**Topic:** Traffic Control Bylaw #440 - Review  
**Initiated by:** Administration  
**Prepared by:** Amanda Davis  
**Attachments:** 1. Traffic Control Bylaw #440

---

---

**Recommendations:**

**That Council provide direction on the intent to support the enforcement of Traffic Bylaw #440 with regards to recreational vehicles.**

---

**Background:**

At the June 19<sup>th</sup>, 2014 regular Council meeting a motion was made directing administration to enforce the municipal lot lease policy.

Pursuant to council direction, occupying parties have been notified that they have until July 17<sup>th</sup> to request a lease with the Town of to secure alternate means for storage.

Council deferred discussion regarding the use and storage of 5<sup>th</sup> Wheels, RV's and trailers until the July 3<sup>rd</sup>, 2014 special Council meeting therefore Administration has not begun enforcement of Traffic Control Bylaw #440.

**Current:**

Administration contacted the property owners of Plan 812 1206; Block 29; Lots 3-4 seeking their interest in offering a year round RV/Trailer Storage Facility. The owner expressed interest and advised they would move forward with site clean-up and preparation after July 20<sup>th</sup>.

Discussion required.

\*Note\* it would be deemed inappropriate for Council to promote a single business therefore caution must be had when making single references to any one location. Administration understands that it was Council's intent to determine an alternate location to ensure we maintain a safe and accommodating environment for our citizens and that was the information forwarded to the potential developer.

**BYLAW #440 OF THE TOWN OF SEDGEWICK IN THE PROVINCE OF ALBERTA FOR THE PURPOSE OF REGULATING AND CONTROLLING MOTOR VEHICLE TRAFFIC.**

**WHEREAS THE MUNICIPAL GOVERNMENT ACT, RSA 2000, c. M-26 AS AMENDED OR REPEALED AND REPLACED FROM TIME TO TIME, AND THE TRAFFIC SAFETY ACT, RCA 2000, c. T-6 AS AMENDED OR REPEALED AND REPLACED FROM TIME TO TIME AUTHORIZES A MUNICIPAL COUNCIL TO PASS BYLAWS RESPECTING HIGHWAYS UNDER THE DIRECTION, CONTROL AND MANAGEMENT OF THE MUNICIPALITY;**

**AND WHEREAS the Council of the Town of Sedgewick deems it advisable to pass a bylaw for the purpose of regulating, controlling and managing highways within the Town of Sedgewick;**

**NOW THEREFORE the Municipal Council of the Town of Sedgewick duly assembled enacts as follows:**

**1. TITLE**

1. This bylaw may be cited as the **Traffic Control Bylaw**.

**2. DEFINITIONS**

2. In this bylaw, unless the context requires otherwise, all terms defined in the current Traffic Safety Act, including associated Regulations, shall apply. For clarification:

- 2.1 "Council" means the Municipal Council of the Town of Sedgewick.
- 2.2 "Highway" means any thoroughfare, street, road, trail, avenue, parkway, viaduct, lane, alley, square, bridge, causeway, trestle way, or any other place, or any part of any of them, whether publicly or privately owned, that the public is ordinarily entitled or permitted to use for the passage or parking of vehicles, and includes
  - (a) the sidewalk and the boulevard adjacent to the sidewalk.
  - (b) the ditch, if any, lying adjacent to, and parallel with, the roadway, and
  - (c) if the highway right of way is fenced, all the land between the fences or between the fence and the roadway as the case may be.
- 2.3 "Municipality" means the Town of Sedgewick.
- 2.4 "Peace Officer" means any federal or provincial or duly appointed municipal Special Constable or Bylaw Enforcement Officer having jurisdiction within the municipality.
- 2.5 "Vehicle" means any device in, or on by which a person or thing may be transported or drawn on a highway, including a combination of vehicles, but excluding a mobility aid being used to facilitate the transport, in a normal seated orientation, of a person with a physical disability.
- 2.6 "Violation tag" means a ticket or similar document issued by the Town pursuant to the Municipal Government Act, R.S.A. 2000, c.M-26, as amended or replaced and appealed from time to time.
- 2.7 "Violation ticket" means a ticket issued pursuant to the Provincial Offenses Procedure Act, RSA 2000, c.P-34 and regulations there under, as amended or replaced and repealed from time to time.

**3. GENERAL PROHIBITIONS**

- 3.1 No person shall tow anything behind a vehicle unless attached to the towing vehicle by a solid hitch.
- 3.2 No person shall start, stop, turn, or drive a vehicle or animal within the Town limits in a dangerous or reckless manner.



- 3.3 No person shall cause any loud or unnecessary noise from the tires, engine, muffler or sound equipment of any vehicle.
- 3.4 No person shall place or cause or allow to be placed a light or object or other thing that reflects light in such a manner as to interfere with the vision of pedestrians or persons operating a vehicle.
- 3.5 No person shall cause to be or allow to be placed, thrown, deposited, disposed of, dropped or otherwise left any soil, rock, cement, noxious or waste fluids, litter; nor any object or thing whereby any person, animal, bicycle or vehicle may be injured or damaged; on a highway, on a boulevard, in a drainage system, or in any other public place; snow from an adjoining sidewalk excepted.
- 3.6 No vehicle larger than a 'one (1) ton', or combination of vehicles, having a GVW in excess of 4500 kg or exceeding 10.7 meters in length, whichever is less, shall enter within the Town except on designated truck routes or under authority of a permit issued by the Town Administrator, delivery vehicles while making a delivery and recreational vehicles excepted.
- 3.7 Notwithstanding the size, height or weight restrictions of vehicles or exemptions described in Section 3.6,
- (a) no person shall drive or haul or park on or over any highway within the Town, any vehicle or other type of equipment or thing that causes, or is likely to cause damage to the highway.
  - (b) No person shall operate a vehicle or trailer within the Town having metal spikes, lugs, cleats, chains or bands projecting from the surface of the wheels or tires.
  - (c) No person shall park or keep on private property in any residential area zoned R.1 or R.2, whether on or off a trailer, except for the express purpose of doing permitted work and only for the amount of time reasonably required to complete the work, any vehicle or equipment of husbandry or construction.
  - (d) no person shall park any vehicle or combination of vehicles having an offensive odor in any residential area.
  - (e) and pursuant to the Dangerous Goods Regulations, no person shall operate or park a vehicle carrying solid Dangerous Goods or any vehicle fitted with barrels, tanks, or containers for carrying gaseous or liquid Dangerous Goods in bulk quantities, whether such barrels, tanks, or containers are full or empty, on any highway within the municipality not designated as Dangerous Goods routes except for the express purpose of making a delivery.
- 3.8 Recreational vehicles that have not been modified to carry more fuel or propane than so designed and outfitted by the manufacturer shall be exempt from the prohibitions set out in Section 3.7 (e).
- 3.9 Any store or business establishment that has provided parking space for its patrons or customers may make and enforce regulations governing the parking of vehicles in said space.

#### 4. RIGHT OF WAY

- 4.1 The driver of any animal or vehicle shall yield right of way to any pedestrian crossing a highway in a crosswalk.
- 4.2 The driver of any animal or vehicle entering any highway from any land, driveway, garage, parking lot or business property shall yield right of way to all vehicles and pedestrians.

#### 5. SPEED

- 5.1 Unless otherwise posted, no person shall operate a vehicle within the Town at a speed in excess of fifty (50) km/h.

5.2 No person shall operate a vehicle within a school zone or playground zone at a speed in excess of thirty (30) km/h during the times pursuant to Sections 4 through 9 of the Use of Highway and Rules of the Road Regulation as amended or repealed and replaced from time to time.

5.3 No person shall operate a vehicle in any alley or lane within the town or within a trailer park or within a recreation park at a speed in excess of twenty (20) km/h.

## 6. OBSTRUCTIONS

6.1 No person shall, without legal authority, place an obstruction on, under, or over any highway, or any public place.

6.2 No person shall place or leave an extension cord across any sidewalk or boulevard for the purpose of operating a vehicle block heater, or for any other purpose.

6.3 No person shall allow, or cause to allow, any door or gate to swing over any sidewalk, designated footpath or highway.

6.4 No person shall drive a vehicle or stop, park, or leave a vehicle, whether attended or unattended, upon a highway, parking lot or other public place in such a manner as to block, obstruct, impede or hinder traffic.

6.5 Where an obstruction is unavoidable due to mechanical failure, a person who takes immediate steps to remove the obstructing vehicle will not be held in violation of this bylaw.

6.6 No person owning, occupying or in control of land within the Town shall fail to clear, within twenty four (24) hours of having been deposited, any snow, ice, soil or other obstructing matter from all sidewalks adjoining said property.

## 7. PARADES AND PROCESSIONS

7.1 No person shall hold or participate in a parade or procession including any group or train of individuals and/or animals and/or vehicles using any highway or public place within the Town for show, display or demonstration without having first notified and obtained any necessary permit of authority from the Town Office.

7.2 A vehicle in a funeral procession, other than the lead vehicle, may, during daylight hours, enter into an intersection if:

- (a) the headlights of the vehicle are on, and
- (b) the vehicle is travelling immediately behind the vehicle ahead of it so as to form a continuous line of traffic, and
- (c) the passage into the intersection can be made in safety.

7.3 No person shall drive a vehicle:

- (a) through the ranks of a military or funeral procession, or
- (b) through the ranks of any other authorized parade or procession.

## 8. BICYCLES, OFF-HIGHWAY VEHICLES, WAGONS, CARTS

8.1 No person shall leave a bicycle or other manually propelled vehicle unattended within the Town:

- (a) in any manner so as to obstruct pedestrian or vehicle traffic on any highway, sidewalk, or footpath, or
- (b) on any property owned or controlled by the Town unless it is parked in a bicycle rack or leaned against a building in such manner that it does not fall or roll.



- 8.2 No person shall drive, push, or pull any vehicle on a sidewalk except at sidewalk crossings designed for that purpose, children's wagons, tricycles and bicycles having a wheel diameter of less than fifty (50) cm excepted.
- 8.3 No persons shall ride a manually propelled vehicle on a highway except that such persons:
- (a) keep as near the right hand curb or edge of the roadway as conditions and weather permit, and
  - (b) ride not more than two abreast.
- 8.4 No person shall operate an off-highway vehicle in the Town except if provisions are made for such purpose pursuant to an Off-Highway Vehicle Bylaw.

## 9. PARKING

- 9.1 Except where exempted or otherwise authorized, all vehicles shall be parked parallel to
- (a) the right hand curb and with the right hand wheels within thirty (30) cm of said curb, or
  - (b) where no curb exists, far enough to the right side of the highway so as to not impede normal traffic flow.
- 9.2 No vehicle shall be double or centre parked.
- 9.3 No person shall park any manner of trailer on a highway unless the trailer is attached to a vehicle by which it may be properly drawn, and when so attached the trailer shall be part of the vehicle and subject to any regulations pertaining to the vehicle.
- 9.4 No person shall, without permission of the person owning, occupying or controlling a private property in a residential area, park a recreational vehicle on a highway other than on that portion of the highway immediately adjoining property owned, occupied or other wise controlled by that person
- 9.5 No vehicle shall be parked on a highway for more than twenty four (24) continuous hours, owners of vehicles parked on a highway adjoining their personal property, vehicles parked pursuant to Section 9.4 excepted.
- 9.6 Except as permitted in Section 9.4, any vehicle parked for more than seventy-two (72) hours shall be considered abandoned.
- 9.7 Notwithstanding Section 9.4, no person shall leave a recreational vehicle parked on a highway from November 1 to April 30.
- 9.8 No person shall park a vehicle:
- (a) at a place indicated in Schedule 'A' of this bylaw, if so attached to this bylaw or available for perusal at the Town Office, prohibiting or restricting the parking of vehicles, or
  - (b) in a place where a vehicle will interfere with the use of a doorway intended as a fire or emergency exit from a building adjoining a highway, or
  - (c) at or near the site of any fire, explosion, accident or other incident where stopping or parking may obstruct traffic flow or hinder the activities of any emergency vehicles, equipment, personnel or volunteers, or
  - (d) at an intersection, within five (5) meters to the projection of the corner property line immediately ahead or immediately to the rear excepting where parking spaces are defined, or

- 
- (e) within five (5) meters of a fire hydrant or, where it is not located on the curb, of the point on the curb closest to said fire hydrant, or
  - (f) within five (5) meters of a traffic control device, or
  - (g) within two (2) meters of the near side of a marked crosswalk, or
  - (h) within one and one half (1.5) meters of an access to a garage, driveway or a vehicle crossway over a sidewalk, or
  - (i) adjacent to any curb painted so as to identify it as a 'No Parking' zone, or
  - (j) except wholly within the limits of any space marked for that purpose, or
  - (k) in an angle parking space with the nearer front tire more than thirty (30) cm from the curb, or
  - (l) any combination of vehicles, motor cycles with attached trailers excepted, or vehicle exceeding six and one half (6.5) meters in length, in an area designated for angle parking, or
  - (m) in a place or area where a sign indicates that parking is restricted to designated classes of vehicles, or
  - (n) in a place or area where a painted curb indicates parking is restricted to designated classes of vehicles, or
  - (o) in an area marked 'No Parking', excepting a person:
    - i. receiving or delivering goods but only during the execution of a transaction and for a period not to exceed thirty (30) minutes, or
    - ii. receiving or delivering passengers for a period not exceeding five (5) minutes and provided traffic is not obstructed.
  - (p) on private property that has been clearly marked as such by a sign erected by the owner, legal occupant or agent of said land unless permission has been obtained from the owner, legal occupant or person in charge of said property, or
  - (q) or drive a vehicle on upon any land within the Town that the Town uses or permits to be used as a playground, boulevard, recreation or public park, except on such part thereof as may be designated by roadways or signs.
  - (r) parallel to any highway and facing oncoming traffic.
  - (s) or leave a vehicle parked on a highway within a block or otherwise defined space after the expiration of twelve (12) hours from the time signs as per Sections 3.6 or 3.7 are erected and until such signs are removed.
  - (t) opposite a construction site where parking may hinder the normal flow of traffic.
  - (u) Section 9 shall not apply to vehicles that are owned or operated by the Town or a:
    - i. Peace Officer having authority in the Town.
    - ii. public utility.
    - iii. school board when picking up or dropping off children.
    - iv. funeral company during a funeral.
    - v. any other vehicles of an emergency nature.



---

**10. AUTHORITY TO ERECT, REMOVE OR ALTER TRAFFIC CONTROL DEVICES**

- 10.1 Council may, by resolution, erect, remove or alter traffic control devices as deemed necessary from time to time.
- 10.2 Signage erected, removed or altered pursuant to Section 10.1 is deemed to be included in Schedule 'A', if such schedule is attached to this bylaw or is available at the Town Office for perusal.
- 10.3 The Town Foreman or his designate is hereby authorized to make any temporary provisions and regulations deemed necessary concerning traffic control devices, traffic flow, traffic speed, pedestrian access or public or private parking in times of emergencies or in areas where construction or repair work is being carried out.
- 10.4 The Town Foreman or his designate is further authorized to cause signs, barriers, flares or other markers to be placed to warn person of any such temporary provisions or regulations in effect.

**11. USE OF STREETS AND PUBLIC PLACES**

- 11.1 No person shall throw, or cause or allow to be thrown, any snow, ice, dirt, rocks or any other object at vehicles or pedestrians on a highway, sidewalk or any publicly owned, operated or controlled land or property within the Town.
- 11.2 No person shall use, or cause or allow to be used, any mechanical device to propel projectiles onto a highway or sidewalk or any publicly owned, operated or controlled land or property within the Town.
- 11.3 No person being in or upon any building, public vehicle, publicly owned, operated or controlled premises or land, or any of the same that the Town has a vested interest in, shall violate any rules, regulations or orders made or approved by Council for an in respect thereof.

**12. PEDESTRIANS**

- 12.1 No person shall crowd or jostle other pedestrians in such manner as to create or cause discomfort, disturbance or confusion.
- 12.2 No person shall stand or walk along a highway for the purpose of soliciting a ride from a person operating a vehicle.
- 12.3 Two (2) or more persons shall not stand so near to each other on a highway or sidewalk or footpath if such actions obstructs or prevents:
  - (a) the entrance to a building or public place, or
  - (b) other persons from using the highway, sidewalk or footpath.
- 12.4 Section 12.3 shall not be construed as prohibiting the assembly of persons for the purpose of watching a parade or procession.
- 12.5 Every pedestrian crossing a highway at a point other than at a crosswalk shall yield the right of way to vehicles using the highway.
- 12.6 At a place where there is a crosswalk, unless otherwise directed by a Peace Officer or traffic control device, although a pedestrian does have the right of way, nothing in this bylaw relieves a pedestrian from the duty of exercising due care for his or her safety.
- 12.7 No person or persons shall walk on a highway in such manner as to obstruct, hinder or distract persons operating vehicles.

---

**13. REMOVAL OF VEHICLES AND TRAILERS**

- 13.1 Pursuant to the Traffic Safety Act, Sections 76 and 77, any Peace Officer may cause any vehicle or trailer or combination thereof in violation of this bylaw to be removed, taken to, and stored in a suitable location and all costs for removal and storage shall constitute a lien against such vehicle or trailer.
- 13.2 No impounded vehicle or trailer shall be released to its owner or his agent until all liens against such vehicle or trailer are cleared; such charges shall be in addition to any fine or penalty imposed in respect of the violation.
- 13.3 Notwithstanding Section 13.1, in snow removal or street cleaning operations carried out by the Town or its contractors:
- (a) if a person fails to remove a vehicle upon a request made by a Town employee and within the time frame given, or
  - (b) if a Town employee is unable to contact said owner, then
  - (c) the Town may tow or remove vehicles interfering with these operations and park same on an adjacent street without impounding them.

**14. OFFENCES AND PENALTIES**

- 14.1 Any person who contravenes any Section of this bylaw is guilty of an offence and liable, on summary conviction before a Provincial Court Judge, to fines as listed in Schedule B.1 of this bylaw and/or be jailed for a time not exceeding thirty (30) days.
- 14.2 A Provincial Judge, in addition to the penalties provided in this bylaw, may direct or order any person found guilty of an offence in any manner deemed appropriate.
- 14.3 Notwithstanding Section 14.1 of this bylaw, a Peace Officer may issue a violation tag to a person who the Peace Officer has reasonable and probable grounds to believe has contravened any provision of this bylaw:
- (a) specifying a voluntary payment as described in Schedule B.2 and B.3 of this bylaw; and
  - (b) the person to whom the violation tag is issued may, in lieu of being prosecuted for the offence, pay to the Town or the Enforcement Officer the penalty specified within the time period indicated on the violation tag.
- 14.4 A violation tag shall be deemed to have been sufficiently served if
- (a) served to the accused directly, or
  - (b) mailed to the address of the registered owner of the vehicle or person occupying a property, or
  - (c) secured to the vehicle or property in respect of which the offense is alleged to have been committed.
- 14.5 In those cases where a violation tag has been issued and the penalty specified on the violation tag has not been paid within the prescribed time, a Peace Officer may issue a violation ticket specifying that a voluntary payment be made as described in Schedule B.2 and B.3 of this bylaw.
- 14.6 Notwithstanding Sections 13.1 and 13.3 this bylaw, a Peace Officer may immediately issue a violation ticket to any person who the Peace Officer has reasonable grounds to believe has contravened any provisions of this bylaw, specifying that
- (a) a voluntary payment be made to the Provincial Court as described in Schedule B.2 and B.3 of this bylaw; or

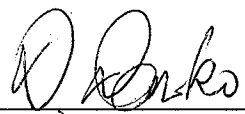


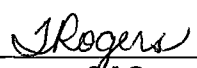
- (b) if it is in the public interest to compel the accused to appear before a Judge, issue a summons respecting any offense for which a voluntary payment may be made requiring the accused to appear before a Provincial Court Judge on the initial appearance date without the alternative of making a voluntary payment.
- 14.7 In addition to any fine levied relative to Section 6.6 of this bylaw, the person owning, occupying or having control of, said property shall pay any additional costs incurred in the event that the Town or its agents clean the sidewalk.
- 14.8 A Peace Officer, Manager, Operator or other person from time to time in charge of any buildings, vehicles, premises or lands owned, operated or controlled by the Town or in which the Town has a vested interest, may evict there from, using such force as is reasonably necessary, or deny access to, any person who fails or refuses to obey any rules, regulations, or orders as posted or otherwise applicable.
- 14.9 The levying and payment of any fines shall not relieve a person from the necessity of
- (a) immediately remedying the situation that created the violation, or
- (b) paying any fees, charges or costs for which he is liable under the provisions of this bylaw.
15. **SEVERABILITY PROVISION**
15. Should any provision of this bylaw be invalid, then such provision shall be severed and the remaining bylaw shall be maintained.
16. **REPEAL**
16. Town of Sedgewick Bylaw # 424 is hereby repealed.
17. **EFFECTIVE DATE**
17. This bylaw shall take effect on the date of passing thereof.

**READ A FIRST TIME THIS 16<sup>th</sup> DAY OF March 2006.**

**READ A SECOND TIME THIS 16<sup>th</sup> DAY OF March 2006.**

**READ A THIRD AND FINAL TIME THIS 16<sup>th</sup> DAY OF March 2006 AND FINALLY PASSED.**

  
\_\_\_\_\_  
Mayor Dave Danko

  
\_\_\_\_\_  
Thelma Rogers, CAO

**BYLAW 440 - SCHEDULE 'A' – TRAFFIC DEVICES****STOP SIGNS**

On Spruce Drive as it intersects Amherst (50<sup>th</sup>) Street  
On Durham (53<sup>rd</sup>) Street as it intersects Borden (51<sup>st</sup>) Avenue  
On Thompson (49<sup>th</sup>) Avenue as it intersects MacKenzie (46<sup>th</sup>) Street from the West

At the intersection of 47<sup>th</sup> Avenue and Amherst (50<sup>th</sup>) Street fro stopping traffic entering Amherst (50<sup>th</sup>) Street from 47<sup>th</sup> Avenue East and West

**3-WAY STOP**

At the intersection of Abbott (45<sup>th</sup>) Street and Borden (51<sup>st</sup>) Avenue

**4-WAY STOP**

At the intersection of Bowell (50<sup>th</sup>) Avenue and Amherst (50<sup>th</sup>) Street

**YIELD**

Traffic entering Railway (48<sup>th</sup>) Avenue from Durham (53<sup>rd</sup>) Street  
Traffic entering Railway (48<sup>th</sup>) Avenue from Colborne (52<sup>nd</sup>) Street  
Traffic entering Railway (48<sup>th</sup>) Avenue from Bagot (51<sup>st</sup>) Street  
Traffic entering Railway (48<sup>th</sup>) Avenue from Tupper (49<sup>th</sup>) Street  
Traffic entering Railway (48<sup>th</sup>) Avenue from Laurier (48<sup>th</sup>) Street  
Traffic entering Railway (48<sup>th</sup>) Avenue from MacDonald (47<sup>th</sup>) Street

Traffic entering Thompson (49<sup>th</sup>) Avenue from Durham (53<sup>rd</sup>) Street  
Traffic entering Thompson (49<sup>th</sup>) Avenue from Colborne (52<sup>nd</sup>) Street  
Traffic entering Thompson (49<sup>th</sup>) Avenue from Bagot (51<sup>st</sup>) Street  
Traffic entering Thompson (49<sup>th</sup>) Avenue from Tupper (49<sup>th</sup>) Street  
Traffic entering Thompson (49<sup>th</sup>) Avenue from Laurier (48<sup>th</sup>) Street

Traffic entering Bowell (50<sup>th</sup>) Avenue from Durham (53<sup>rd</sup>) Street  
Traffic entering Bowell (50<sup>th</sup>) Avenue from Colborne (52<sup>nd</sup>) Street  
Traffic entering Bowell (50<sup>th</sup>) Avenue from Bagot (51<sup>st</sup>) street  
Traffic entering Bowell (50<sup>th</sup>) Avenue from Tupper (49<sup>th</sup>) Street  
Traffic entering Bowell (50<sup>th</sup>) Avenue from Laurier (48<sup>th</sup>) Street  
Traffic entering Bowell (50<sup>th</sup>) Avenue from McLean (49A) Street

Traffic entering Borden (51<sup>st</sup>) Avenue from McLean (49A) Street  
Traffic entering Borden (51<sup>st</sup>) Avenue from McLean Crescent West  
Traffic entering Borden (51<sup>st</sup>) Avenue from Tupper (49<sup>th</sup>) Street  
Traffic entering Borden (51<sup>st</sup>) Avenue from Laurier (49<sup>th</sup>) Street  
Traffic entering Borden (51<sup>st</sup>) Avenue from MacDonald (47<sup>th</sup>) Street

Traffic entering or crossing Borden (51<sup>st</sup>) Avenue from Durham (53<sup>rd</sup>) Street

Traffic entering MacDonald (47<sup>th</sup>) Street from Railway (48<sup>th</sup>) Avenue  
Traffic entering MacDonald (47<sup>th</sup>) Street from Thompson (49<sup>th</sup>) Avenue  
Traffic entering MacDonald (47<sup>th</sup>) Street from Bowell (50<sup>th</sup>) Avenue

Traffic entering Amherst (50<sup>th</sup>) Street from Thompson (49<sup>th</sup>) Avenue  
Traffic entering Amherst (50<sup>th</sup>) Street from Borden (51<sup>st</sup>) Avenue  
Traffic entering Amherst (50<sup>th</sup>) Street from Railway (48<sup>th</sup>) Avenue  
Traffic entering Amherst (50<sup>th</sup>) Street from Bluejay Crescent

Traffic entering Laurier (48<sup>th</sup>) Street from McLean Crescent

Traffic entering 47<sup>th</sup> Avenue East from Spruce Drive

Traffic entering MacKenzie (46<sup>th</sup>) Street from Bowell (50<sup>th</sup>) Avenue

Traffic entering MacKenzie Drive from Canary Crescent  
Traffic entering MacKenzie Drive from Oriole Place  
Traffic entering MacKenzie Drive from Bluebird Place

**SCHOOL ZONE**

On Amherst (50<sup>th</sup>) Street from Thompson (49<sup>th</sup>) Avenue to Borden (51<sup>st</sup>) Avenue  
On Bowell (50<sup>th</sup>) Avenue from Amherst (50<sup>th</sup>) Street to Durham (53<sup>rd</sup>) Street

**NO U-TURN**

On Colborne (52<sup>nd</sup>) Street as it intersects Bowell (50<sup>th</sup>) Avenue

**ANGLE PARKING**

On MacDonald (47<sup>th</sup>) Street from Railway (48<sup>th</sup>) Avenue to Bowell (50<sup>th</sup>) Avenue

**NO PARKING**

On Railway (48<sup>th</sup>) Avenue at the South end of MacDonald (47<sup>th</sup>) Street

On the north side of Bowell (50<sup>th</sup>) Avenue between Durham (53<sup>rd</sup>) Street & Bagot (51<sup>st</sup>) Street during School hours between 8:00 am to 9:00 am and 3:00 pm to 4:00 pm.

**NO TURNING LEFT OF CENTER PERMITTED**

On MacDonald (47<sup>th</sup>) Street from Railway (48<sup>th</sup>) Avenue to Borden (51<sup>st</sup>) Avenue  
On Amherst (50<sup>th</sup>) Street from Railway (47<sup>th</sup>) Avenue to Borden (51<sup>st</sup>) Avenue  
On Bowell (50<sup>th</sup>) Avenue from Durham (53<sup>rd</sup>) Street to Amherst (50<sup>th</sup>) Street  
Except to enter a driveway or intersecting street or laneway



**BY-LAW #440**

**SCHEDULE "B"**

**SCHEDULE B.1**

PENALTIES FOR A <b>FIRST</b> OFFENSE	\$300.00
PENALTIES FOR A <b>SECOND</b> OFFENSE	\$600.00
ON A <b>SUBSEQUENT</b> OFFENSE, NOT LESS THAN	\$2,500.00

**SCHEDULE B.2**

**FOR VIOLATIONS OF ALL SECTIONS OF THIS BYLAW EXCLUDING SECTION 3.7 (e):**

PENALTIES FOR A <b>FIRST</b> OFFENCE	\$75.00
PENALTIES FOR A <b>SECOND</b> OFFENCE	\$150.00
PENALTIES FOR <b>SUBSEQUENT</b> OFFENCES	\$300.00

**SCHEDULE B.3**

**FOR VIOLATION OF SECTION 3.7 (e) OF THIS BYLAW:**

PENALTIES FOR <b>FIRST</b> OFFENCE	\$150.00
PENALTIES FOR <b>SECOND</b> OFFENSE	\$300.00
PENALTIES FOR <b>SUBSEQUENT</b> OFFENSES	\$600.00

## Request for Decision (RFD)

---

<b>Topic:</b>	<b>Council Meeting Dates</b>
<b>Initiated by:</b>	Clr. G. Sparrow
<b>Prepared by:</b>	Amanda Davis
<b>Attachments:</b>	n/a

---

---

**Recommendations:**

**That Council reschedule the July and August regular Council meeting to an agreed upon date;**

**OR**

**That the July and August regular Council meeting remain as scheduled.**

---

**Background:**

Clr. G. Sparrow has request that council consider changing the regular Council meeting dates for July and August due to holiday scheduling conflicts.

**Current:**

At this time there are no pressing agenda items that need to be reviewed at the July 17<sup>th</sup>, 2014 regular Council meeting considering a Special Council meeting was called. Any July 17<sup>th</sup> business items could be carried forward to August if deemed appropriate by Council.

Items of business:

1. Safety Policies
2. Strategic Plan Priorities
3. Engineering Tenders – Res. Subdivision
4. Back-up Generator for the Community Hall etc.

Potential Council meeting dates:

- Thursday, August 7<sup>th</sup>, 2014 (this meeting does conflict with the Fire Department's scheduled meeting)
- Monday, August 25<sup>th</sup>, 2014 (no apparent scheduling conflicts)
- Wednesday, August 27<sup>th</sup>, 2014 (potential conflict)
- Thursday, August 28<sup>th</sup>, 2014 (conflicts with the SKNGS meeting, however these meetings can be rescheduled).



## Open Discussion

---

<b>Topic:</b>	<b>Mayor's Meeting - Concerns</b>
<b>Initiated by:</b>	Mayor P. Robinson
<b>Prepared by:</b>	Amanda Davis
<b>Attachments:</b>	n/a

---

### Background:

Prior to the development of the Flagstaff Inter-municipal Partnership (FIP) Committee Mayor and Admin meetings were conducted. These meetings were held informally and provided for general discussion.

FIP replaced Mayor & Admin. meetings and is a working group that involves both Elected and Appointed Officials.

In 2013 the Mayor of Forestburg initiated a "Mayor's Meetings". His intent was to have all urban mayors (Towns & Villages) meet and discuss "urban" issues without the inclusion of Flagstaff County (rural). There is no administrative representation nor any background information provided at these meetings.

On May 1<sup>st</sup>, 2014 the Mayor for the Village of Forestburg reinitiated the Mayor's Meeting yet again to discuss their concerns regarding regional recreation.

On June 24<sup>th</sup>, Town Administration received an email from the Town of Daysland advising that Mayor G. Watt would like to rescheduled the Mayor's meeting from June 26<sup>th</sup> to July 3<sup>rd</sup> to meet with the RCMP.

As no administration would be in attendance having this meeting with the RCMP is in fact counterproductive as nothing formal can result from the Mayors Meetings. In addition without the support of Council, Mayor's do not have the authority to be voicing personal concerns.

### Current:

On behalf of Mayor Robinson and CAO Davis we believe attendance and use of Mayor's meetings are counterproductive for the region. Mayor Robinson asked that this item be added to the agenda for discussion.

Administration spoke with Mayor James from the Town of Killam; he advised that he is not in favor of Mayor's Meetings and noted that he doesn't attend the meeting himself.

The following email was sent on June 24<sup>th</sup> to member municipalities.

"To Whom it May Concern,

Please accept this email on behalf of Mayor Robinson, Town of Sedgewick.

I would like to thank you for the information provided below.

The Town of Sedgewick is pleased that a response has been received from the RCMP representatives Inspector Glenn de Goeij and Gloria Ohrt. Unfortunately, I must send my regrets as I will be unable to attend the Mayors Meeting on July 3<sup>rd</sup> as it conflicts with our Council and Fire Meetings.

**July 3<sup>rd</sup>, 2014 – Special Council Meeting**

As a newly appointed Mayor I would like to express my concerns regarding the use of Mayors Meetings. I believe that Administration should be included and involved in such meetings as our CAO's are our best source of information. CAO's can provide the most current and updated information that some mayors may not have to date.

Therefore, I would like to request that we revert back to the previous status of Mayor and Admin meetings whereby ensuring the most up to date information is available.

Respectfully Submitted,

Perry Robinson,  
Mayor – Town of Sedgewick

/ad''

Mayor Robinson has made note in the email that he would like to see the "new" Mayor's Meetings revert to their original style whereby including Administration as well.

At this time Mayor and Admin meetings are supposed to be replaced by the FIP Committee, as the Village of Forestburg's Mayor made an Ad Hoc decision to initiate this meeting perhaps the need for another informal meeting is not required.

After speaking with various Administrators they've expressed their concerns regarding representation at yet another meeting and don't seem to be in support of these meetings.