

Town of Drumheller COUNCIL MEETING AGENDA

January 4, 2011 at 4:30 PM
Council Chamber, Town Hall
703-2nd Ave. West, Drumheller, Alberta



Page

1.0 CALL TO ORDER

2.0 MAYOR'S OPENING REMARK

3.0 PUBLIC HEARING

4.0 ADOPTION OF AGENDA

5.0 MINUTES

5.1. ADOPTION OF REGULAR COUNCIL MEETING MINUTES

5.1.1 Regular Council Meeting Minutes of December 20, 2010

5.2. MINUTES OF MEETING PRESENTED FOR INFORMATION

5.3. BUSINESS ARISING FROM THE MINUTES

6.0 DELEGATIONS

7.0 COMMITTEE OF THE WHOLE RECOMMENDATIONS

8.0 REQUEST FOR DECISION REPORTS

8.1. CAO

8.1.1 RFD - Extension of Rosedale Industrial Land Contract

8.1.2 RFD - Appointment of Development Officer

8.1.3 RFD - Appointments to the Policing Committee

8.1.4 RFD - Badlands Community Facility Terms of Reference / Appointments

8.1.5 RFD (Direction) - Ski Hill Land

8.2. Director of Infrastructure Services

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8.3. Director of Corporate Services

- 40-56 8.3.1 Local Improvement Bylaw Amendment - Bylaw 24.10 (second and third readings)
- 57-60 8.3.2 Borrowing Bylaw 01.11 (all three readings)
- 8.3.3 Utility Rates - Information

8.4. Director of Community Services

9.0 PRESENTATION OF QUARTERLY REPORTS BY ADMINISTRATION

10.0 PUBLIC HEARING DECISIONS

11.0 UNFINISHED BUSINESS

12.0 NOTICES OF MOTIONS

13.0 COUNCILLOR REPORTS

14.0 IN-CAMERA MATTERS

- 14.1 Personnel Matter

**Town of Drumheller
COUNCIL MEETING
MINUTES**

December 20, 2010 at 4:30 PM
Council Chamber, Town Hall
703-2nd Ave. West, Drumheller, Alberta



PRESENT:

MAYOR:

Terry Yemen

COUNCIL:

Andrew Berdahl

Jay Garbutt

Lisa Hansen-Zacharuk

Sharel Shoff

Doug Stanford

CHIEF ADMINISTRATIVE OFFICER/ENGINEER:
Ray Romanetz

DIRECTOR OF INFRASTRUCTURE SERVICES:
Allan Kendrick

DIRECTOR OF CORPORATE SERVICES:
Michael Roy

DIRECTOR OF COMMUNITY SERVICES:
Paul Salvatore

RECORDING SECRETARY:
Linda Handy

ABSENT: Councillor Tom Zariski

1.0 CALL TO ORDER

Councillor Sharel Shoff was sworn in as Deputy Mayor for the months of January and February, 2011.

2.0 MAYOR'S OPENING REMARK

- 2.1 Badlands Community Facility Donation from Kneehill County
Mayor Terry Yemen announced that Kneehill County Council has agreed to contribute \$100,000 to the Town of Drumheller, as a one-time capital contribution to the Badlands Community Facility project.
- 2.2 Cancellation of December 27th Committee Meeting
MO2010.175 Garbutt, Shoff moved to cancel the Council Committee

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Meeting of December 27th, 2010. Carried unanimously.

3.0 PUBLIC HEARING

4.0 ADOPTION OF AGENDA

MO2010.176 Garbutt, Berdahl moved to adopt the agenda as presented. Carried unanimously.

5.0 MINUTES

5.1. ADOPTION OF REGULAR COUNCIL MEETING MINUTES

- 5.1.1 Regular Council Meeting Minutes - December 6, 2010
MO2010.177 Berdahl, Shoff moved to adopt the regular Council meeting minutes of December 6, 2010 as presented. Carried unanimously.

5.2. MINUTES OF MEETING PRESENTED FOR INFORMATION

5.3. BUSINESS ARISING FROM THE MINUTES

6.0 DELEGATIONS

- 6.1 Drumheller Institution - Mike Hanly, Warden
M. Hanly provided an overview of the Drumheller Institution's activities since its opening in 1967:
- Residents and Member of Parliament for Drumheller lobbied the government for economy stability and they were successful in securing the Drumheller location for the Institution;
 - For over 40 years the Institution has fulfilled the objective that the government asked: to provide employment for the area - in some cases the Institution has had third generation of staff. There is a payroll of \$29M and also a huge number of the Institution's pensioners reside here in Drumheller;
 - Majority of the staff reside in Drumheller and most are active volunteers in the community with sports and other organizations.
 - Developed strong partnerships within the community with one of the strongest and most beneficial being with the Town of Drumheller - some of their recent work includes: cemetery gates, lamp standards, Olympic Torch Relay, trails and pathways, recycling program (5-6 inmates daily) and the Affordable Housing Project (savings for the Town in excess of \$100,000). On an average day, 10-12 inmates work at various inmate work programs within the community - construction, lawn maintenance, churches (shovel snow from their sidewalks), schools (worked with the

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Titans on flooring for the trailers), hospital, Nacmine ice rink shack, Passion Play ticket booth, Ag Society, and other projects where the materials are donated and the inmates provide the labour.

- Objective is to promote public safety by returning inmates to the community in a safe manner.

- Current inmate population is under 600 (incarcerated for less than 3 years). Two new units with completion date of 2012 and 2013. Construction to start in the spring. 96 new beds for medium and 56 new beds for minimum. There will be economic spin offs for the Town. Staff will increase - 40 new staff (majority being correctional officers).

M. Hanley concluded by stating that the Institution is run well and the working relationship with the Town will continue to have rewards and benefits. He stated that he looks forward to working with Council.

Questions from Council:

Councillor D. Stanford asked the life expectancy of the current prison. M. Hanly stated that the current Institution is starting to see some rough areas and is in need of renovations and rehauling of some of the units. He stated that the government has made investments with the location here in Drumheller which suggests keeping the facility in this area.

Councillor J. Garbutt recognized the Institution's contribution towards the mill work at the Badlands Community Facility and how these costs will be kept down for the tax payers. He thanked the Institution for their involvement in this regard.

Councillor A. Berdahl asked what the Town can do to offer more support for the families moving here. M. Hanly stated that Drumheller is competing with other communities for jobs, such as Bowden, and the competition will increase so anything that brings families here, such as the new facility, good health care and housing are all beneficial in the decision making process.

Council thanked M. Hanly for his presentation.

6.2 2009 Financial Statement – Gitzel Krejci Dand Peterson

Eric Peterson provided the following overview:

- The 2009 financial statements have a different appearance than 2008 due to new rules established by the Public Sector Accounting Board. He explained that the purchase of capital assets is no longer recorded as expenses but now shows the amortization and depreciation of assets. He explained that staff had to review the historical assets' records and estimate their useful life and calculate their amortization, such as roads, pipes, gravel and other infrastructure. The information was obtained from the GIS Department, Town employees and outside engineering firms. Council's budget and financial results are somewhat different from each other. The published results are a requirement from the

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PSAB. He explained that the assets are paid for in year one but amortized over 40 years - thus the accumulated surplus will look higher than previous years.

- Page 1 Auditors' Report - describes what was carried out during the audit and the opinion of the auditors which states that the statements are a fair representation of the financial position of the Town of Drumheller. The letter is dated November 4th, 2010 and the auditors have looked at subsequent events from 2009 to 2010 for any transactions which may have had an effect on 2009 financial statements. He stated that the reason for the lateness is the significant time it took to gather information for the new Tangible Capital Assets Program.

- Page 2 Assets - Accumulated surplus cash less debts (do not get paid until 2010) plus the hard assets - total of \$114,702,339. Breakdown summary as follows: Cash and short term investments \$6.5M (cash balance changes as provincial grants come in and these dollars are spent). Investments are \$2.5M. Deferred revenue grants and other dollars received by the end of the year but not yet expensed is approximately \$8.5M. Net financial assets (Debt) is \$3.3M; non financial assets is \$111.3M.

- Page 3 Consolidated Statement of Operations (revenues and expenses by type for the 12 months). Add surplus at the beginning of the year \$103,898,131 - result surplus at the end of the year \$114,702,339. Revenue - Net municipal taxes raised is \$6,442,842; Expenses - Amortization of Tangible Capital Assets (non cash expense and has been allocated to the different functions is \$3,015,395 (note 10). Excess (shortfall) of revenue over expenses is (\$1M) plus government grants of \$11M to get excess of revenue at \$10M.

Page 4 Consolidated Statement of Changes in Net Financial Assets (Debt) - excess of revenue over expenses and adds and removes tangible assets for a net total of (\$2.4M) which is added to the balance at the beginning of the year of \$5.7M which gives the balance at the end of the year \$3.3M.

Page 5 Consolidated Statement of Cash Flows - Excess of revenues over expenses is \$10M with adjustments for items that do not affect cash (shows what other cash was used in buying and selling assets and financing debt). \$8M brought in from operations. Total change in cash of -\$7.5M plus \$14M on hand at the beginning of the year for the end of year total of \$6,543,174.

Page 6 Schedule of Tangible Capital Assets (cost at the beginning plus new additions less assets disposed of for a total of \$171M less accumulated amortization \$60M for a net book value of \$110M).

Page 7 Schedule of Breakdown of Property and Other Taxes (taxes levied less the portions of requisitions) for the net amount for municipal purposes of \$6M.

Page 8 Schedule of Breakdown of Government Grants for a total of \$13M.

Page 9 Notes to the Financial Statements - accounting policies being used.

E. Peterson concluded his report by stating that the Town has done a good job of keeping expenses to a minimum, with adequate cash flow and low debt. He referred to the Management Letter and stated it is an auditor's responsibility to bring to Council's attention any matter relating to financial affairs for the municipality.

Questions from Council:

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Councillor S. Shoff asked if there was any evidence that the Town owes \$1.8M to Kneehill Regional Water Services Commission. E. Peterson stated that in 2005, the Town of Drumheller signed an agreement for \$2.4M in capital costs which KRWSC agreed to pay \$1.2M and \$600,000 - the agreement was changed to be collected over the next 25 years - surcharge on the water rates. The town received \$1.8M but not recorded as revenue because the Town has a commitment to provide water over 25 years and it is amortized over this period. ✓

Councillor J. Garbutt asked if one takes amortization costs out of revenue and expenses, the overall budget was in deficit. E. Peterson explained that this is the case because of government transfers - if one takes out the amortization the single largest area of the budget was \$1.4M in transportation services. M. Roy explained that some areas that used to be treated as capital are now operations and are not included in the tangible capital asset area, such as the Street Improvement Program. There needs to be some fine tuning between budgeting and reporting. R. Romanetz explained that because of numbers in this financial statement compared to last year, in terms of general side there was a surplus this year - on the utilities side there was a small deficit. Due to the new reporting requirements, there needs to be a comfort level that the numbers on one document balance with other documents. Councillor J. Garbutt stated that the way broken out here is not necessarily the way it is spent - 2010 significant grant dollars and was spent in 2009.

Councillor J. Garbutt asked how the rates on investments are negotiated. M. Roy stated that short term investments (five year term) are held with the banks and the long term investments are held with two brokers, BMO and CIBC Wood Gundy.

Councillor J. Garbutt asked the reason for the significant increase in the CAO's salary. E. Peterson stated that last year's Management Letter referred to the accumulating vacation pay liabilities and he believes that it has been rectified. M. Roy stated that Council passed a motion as a result of the recommendation in the Management Letter to payout all accumulated vacation pay for all employees. He further stated that Council subsequently passed a policy whereby it will be enforced for all staff and upon review for 2009 vacation, all staff should be in compliance by year end.

MO2010.178 Berdahl, Shoff moved that Council approve the 2009 audited financial statements as presented. Carried unanimously.

Mayor Yemen thanked E. Peterson for his presentation.

Mayor Yemen recessed the meeting at 5:45 PM.

Mayor Yemen reconvened the meeting at 5:50 PM.

7.0 COMMITTEE OF THE WHOLE RECOMMENDATIONS

8.0 REQUEST FOR DECISION REPORTS

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8.1. CAO

8.1.1 Ski Hill Proposal

R. Romanetz advised that the proposal dated December 15, 2010 has been reviewed by Sharon Clark, Solicitor and she was in attendance to provide an overview of the facts to date. S. Clark's comments are summarized below:

- An Agreement of Intent was entered into by the Town of Drumheller, the Badlands Ski Hill Ltd. and the Drumheller Valley Ski Club (1997) dated October 1, 2009 which relates to the sale of the land and obligations whereby the Town had agreed to rescind its earlier Notice of Cancellation and Termination with the Drumheller Valley Ski Club (the Association) in order to ensure the viability and ongoing success of the ski hill operation by entering into three-way agreement with Mr. Z. Amerl and the Ski Club. Upon the successful implementation of all terms and conditions agreed upon by the parties, the Town would transfer the lands to the Ski Club which was currently registered as a not for profit corporation who in turn would ultimately transfer the said lands to the Badlands Ski Hill Ltd.
- Prior to the transfer of the lands being registered in the name of the Ski Club, the Town would register a Restrictive Covenant over the lands in favour of the Town. The restrictions would enforce a period of 10 years for recreation purposes.
- The Ski Club agrees to pay an outstanding water bill of approximately \$30,000 and settle with all creditors prior to the transfer of the land in Mr. Zrinko Amerl's name.
- The obligations of the agreement were not fulfilled by the Drumheller Valley Ski Club (1997) and the Badlands Ski Hill Ltd.
- A second Notice of Termination dated November 10, 2010 cancelling the Sale Agreement was sent to the Drumheller Valley Ski Club (the Association) advising that the Town was made aware that the Association has been lapsed by Corporate Registries and as such no longer exists. As such, the legal entity which entered into the Agreement of Sale with the Town on June 26, 1997, has lapsed and no longer exists. Similarly, the Association which entered into the Agreement of Intent with the Town on October 1st, 2009 has lapsed and no longer exists.
- In addition, the Town has ordered the Association to remedy all defects including payment of all indebtedness to the Town and give the Town firm assurances that the Association will undertake the operation of the ski hill for the 2010-2011 season within 7 days of date of the letter, failing which the Association is required to surrender the land to the Town, together with all improvements thereon.
- As of December 10th, 2010, another entity was incorporated known as the Badlands Valley Ski Club (Friends).
- The Town has decided to present a proposal dated December 15th for Council's consideration whereby the Town would enter into a fixed term

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lease with Friends prior to January 1, 2011, for the 2011 ski season with no renewals or extensions, and only upon the several non negotiable prerequisites having been met: proof of insurance, the provision of a certified cheque to the Town in the amount of \$3,600 being the estimated cost of water to operate the ski hill for the term of the lease and payment of the prior debts including the outstanding water bill in the amount of \$29,803.09.

- Since then matters continue to develop with the Passion Play having issued a closure against 1997 and parties are in litigation relating to an accident on the ski hill in 2008.

- As of today, the Town received a copy of Court Order whereby Zrinko has filed documentation to revive 1997 - he was asked to provide outstanding information to registrar at which time the matter will be brought back to the Court (believe that the application on behalf of 1997 appears to be made ex-parte. Further under the Companies Act Section 206 no order takes effect until requirements of the order have been met and published in the Alberta Gazette. It is clear that the revival process is underway.

- A financial institution has commenced foreclosure action due to an unpaid loan.

Questions from Council:

Councillor A. Berdahl asked for further clarification on the reinstatement of 1997. S. Clark explained that she is aware that an application was filed on December 22nd with the Court of Queen's Bench which may result in an order setting out prerequisites for reinstatement which will include the provision of financial documents to the registrar. She further explained that if the prerequisites are met, the revival can occur.

Councillor J. Garbutt stated that his concern relates to Section F of the fixed term lease agreement that includes the provision for the sale of land at \$4,999 and he asked Administration to clarify the price. R. Romanetz stated that the value of land relates from the originating agreement entered into with M.D. of Badlands No. 7 and the Drumheller Valley Ski Club at that time. The amount has carried over into the lease agreement. He further stated that it is a 1997 price and the amount was established for a not for profit ski hill.

Mayor T. Yemen asked with the creation of "Friends" do they have rights to assets. S. Clark explained that Friends as an incorporated society can create their own rights - it would not assume the liabilities of any entity - it is a new entity with its own bylaws. They are not legally responsible for the debts of 1997.

MO2010.179 Berdahl, Garbutt moved to approve the ski hill proposal dated December 15, 2010 as presented.

In favour

Opposed - Stanford, Berdahl, Yemen, Shoff, Hansen-Zarcharuk, Garbutt

Defeated.

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8.2. Director of Infrastructure Services

8.2.1 RFD for Water Meter Pilot Project

A. Kendrick advised that on May 25th, 2010, Council directed Administration to move forward with a Request for Proposals to supply a complete meter reading system for a pilot program. The RFP closed on June 15th, 2010 with five responses to the RFP. Town staff was involved in the evaluation process. The proposal with the overall highest points was Accu-FloMeter Services as they have a proven track record with over 130 systems located in Alberta. This system would provide a One Stop Shop that would provide us with water meters, RF transmitters, reading system, including handheld, mobile/drive-by and fixed area network collectors, software and a compatibility guarantee.

MO2010.180 Garbutt, Shoff that Council award the Automated Water Meter Reading Service Pilot Program to Accu-Flo Meter Service Ltd. for \$40,078.50 including GST.

Questions from Council:

Councillor J. Garbutt asked how many households are included in the pilot project and the costs to change over to the new system. A. Kendrick stated that 50 of 3000 households will fit within the budget. He further explained that the changeover for the entire Town would be approximately \$300,000 (residential users) - there is no proposal to change overnight. R. Romantz explained that as the meters get phased out, they will be changed to the new system (dependant on how quickly they become obsolete with the current TWACS system). New houses would receive the new meters first.

Councillor J. Garbutt asked about the accuracy of the readings. A. Kendrick explained that he has worked with this particular system before and the system is very accurate.

Councillor L. Hansen-Zacharuk asked the security of the system. A. Kendrick stated that the hand held security cannot be hacked. He further stated that if no reading is received, the Town would issue a work order to see if the meter was tampered with. He stated that the system tracks the flow of water.

Councillor A. Berdahl stated that there is \$90,000 in the operating budget each year which guarantees the program for three years however he would like to see the program with an advance implementation. A. Kendrick stated that the budget would have to be reworked for upcoming years.

Vote on Motion: Carried unanimously.

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8.3. Director of Corporate Services

8.3.1 Bylaw 24.10 Local Improvement Amendment

M. Roy explained that the Municipal Government Act requires that a local improvement tax bylaw be amended if there are subdivisions of properties that have a local improvement tax assessed on them. There have been some changes to the properties in Rosedale that are subject to the Local Improvement Tax Bylaw 23.06 for the Rosedale Cambria Water Distribution System. A parcel of two (2) developable lots have been combined into one (1) developable lot and another parcel has been split into two (2) developable lots. The net result of these changes is that the total number of developable lots remains unchanged, so there is no change in the local improvement taxes assigned to each developable lot. The structure of the bylaw is that all parcels pay an equal amount of local improvement taxes.

MO2010.181 Shoff, Stanford for first reading to Bylaw 24.10. Carried unanimously.

8.3.2 RFD for IT Contract

M. Roy advised that Administration issued a RFP for Information Technology Managed Services with a closing date of December 10, 2010 for a five year term starting January 1, 2011. The Town received four (4) proposals with a total contract price ranging from \$165,709 to \$313,379. MSI Systems Integration, who are our current support company, was the lowest priced proposal. Based on a set of criteria, MSI Systems Integration was the highest ranked of the four proposals. Over the five (5) years their proposal is \$65,291 cheaper than the next lowest cost proposal.

MO2010.182 Shoff, Hansen-Zacharuk moved to award the Information Technology Managed Services agreement for a five year term starting January 1, 2011 for a maximum cost of \$165,709 to MSI Systems Integration.

Questions from Council:

Councillor S. Shoff asked the term of the agreement and if travel costs were included in MSI's price. R. Romanetz stated that it is not uncommon for proposals and tenders to have different terms. M. Roy stated that MSI's travel costs were included in their overall price.

Councillor A. Berdahl asked that in the future, an executive summary of the scoring on proposals be included for Council's review.

Councillor J. Garbutt stated that over 50% of the criteria for the proposal had nothing to do with pricing. He stated that at an estimated cost of \$33,000 expense per year over the five year period is acceptable when considering that this service was previously carried out by a staff member and it does include unlimited hours.

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Vote on Motion: Carried unanimously.

8.3.3 RFD Business Tax - Request for Refund

M. Roy presented a letter from Blair Potter of Potter Denture Clinic. He is requesting a refund of business taxes for the years 2006-2009 in the amount of \$792.58. A calculation error regarding the percentage of property assessment being used for business purposes was identified and corrected for 2010 by Administration. The Municipal Government Act Section 371(1) states: If a Council considers it equitable to do so, it may, generally or with respect to a particular taxable property or business or a class of taxable property or business, do one or more of the following, with or without conditions: (a) cancel or reduce tax arrears; (b) cancel or refund all or part of a tax; (c) defer the collection of a tax.

MO2010.183 Berdahl, Hansen-Zacharuk moved to direct Administration to refund \$792.58 in business taxes to Potter Denture Clinic. Carried unanimously.

8.4. Director of Community Services

9.0 PRESENTATION OF QUARTERLY REPORTS BY ADMINISTRATION

10.0 PUBLIC HEARING DECISIONS

11.0 UNFINISHED BUSINESS

12.0 NOTICES OF MOTIONS

13.0 COUNCILLOR REPORTS

14.0 IN-CAMERA MATTERS

There being no further business, the Mayor declared the meeting adjourned at 6:44 PM.

Mayor

Chief Administrative Officer



DRUMHELLER

CHIEF ADMINISTRATIVE OFFICER



Request for Decision


		Date:	December 29, 2010
Topic:	EXCLUSIVE REALTOR AGREEMENT FOR ROSEDALE INDUSTRIAL SUBDIVISION		
Proposal:	<p>The Town has attempted to attract additional realtors to be agents for the sale of industrial lots in the Rosedale Industrial Subdivision with only one realtor, Mr. Bob Sheddy expressing an interest.</p> <p>On September 14, 2009, Council directed Administration to enter into an exclusive Sale and Lease Listing Agreement dated September 10, 2009 with Bob Sheddy to act as the agent for the Rosedale Industrial Subdivision for a commission of 10%. In return Mr. Sheddy would promote the lots for sale at his expense. The agreement expired on December 31, 2010 unless otherwise extended by Council. Administration is recommending that the agreement be extended for a further one year period to expire on December 31, 2011.</p>		
Proposed by:	Ray Romanetz		
Correlation to Business (Strategic) Plan			
Benefits:	Provides a single point of reference for the sale of the lots in the Rosedale Industrial Subdivision.		
Disadvantages:			
Alternatives:			
Finance/Budget Implications:			
Operating Costs:		Capital Cost:	
Budget Available:	\$0.00	Source of Funds:	
Budget Cost:	\$0.00	Underbudgeted Cost:	
Communication Strategy:			

OFFICE OF THE CHIEF ADMINISTRATIVE OFFICER

Telephone: (403) 823-1339

	Created By: Linda Handy	1
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Recommendations:	<ul style="list-style-type: none">- That Council direct Administration to extend the exclusive agreement dated September 10, 2009 with Bob Sheddy to act as the agent for the Rosedale Industrial Subdivision for a commission of 10% for a further one year term to expire on December 31, 2011.		
Report Writer:	R.M. Romanetz, P. Eng.	CAO:	
Position:	Chief Administrative Officer		

B77

Listing Proposal
Submitted September 10th, 2009

Created by Bob Sheddy, Commercial Real Estate Agent for Century 21 PowerRealty.ca



Created for the Town of Drumheller, Council Members and the CAO



Agenda Item # 8.1.1

Ray Romanetz, CAO
Bryce Nimmo, Mayor
and Town Councillors
Town of Drumheller
703-2nd Ave. West
Drumheller, Alberta
T0J 0Y3



Dear Ray, Bryce and Councillors,

There is no doubt that 2005 and 2006 were record years for the province of Alberta, and the Town of Drumheller received its fair share of spinoff from that hot economy. We were able to attract many new companies to town because Drumheller was open for business, with land, labour pool and lots of work for the labour pool.

Osborne R. (Bob) Sheddy III
Box 2222 Drumheller, AB T0J 0Y0
Tel: (403) 823-2222
Cel: (403) 324-2222
Confidential Fax number: (403) 324-2222
E-mail: bob@telus.net

Throughout most of 2001 to 2006, I worked as the Town's Commercial Real Estate Agent, and helped the Administration do much of the legwork to complete many commercial and industrial land deals. The previous council felt it was important to have a "single point of contact" for prospective purchasers, who could liaise between the client and the Town and find a common ground where a deal could be formed.

During my four years representing the Town, I had put up signage, sent out electronic and hardcopy marketing flyers, Updated the AlbertaFirst.com website, Advertised on my company and personal websites, Advertised in The Drumheller Mail, handled hundreds of calls and met with many dozens of potential clients and Commercial REALTORS in Calgary, Edmonton, and Drumheller on the Town's behalf.

In the past, I've worked with Administration and the Town's Lawyer to help update the Town's Standard Offers for the benefit of the Town. Our success has been featured in Magazines, Newspapers, and Radio shows and we put confidence in investors and residents, that our town is a great place to invest in.

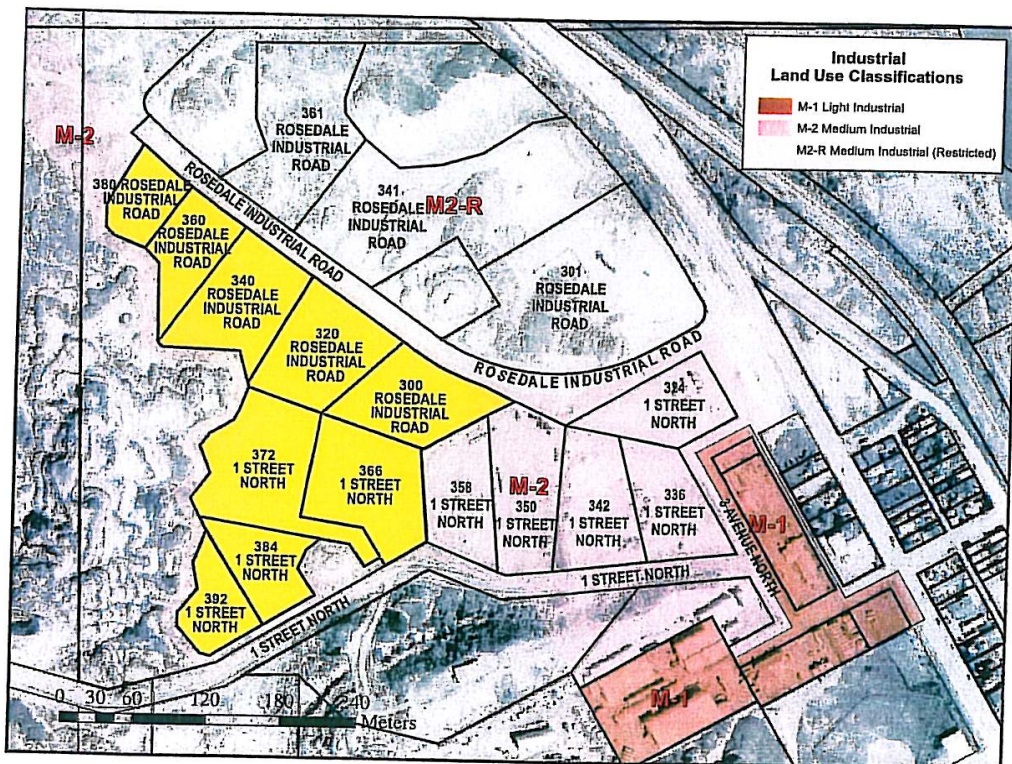
I would be pleased to assist the Town of Drumheller to continue to market their commercial/industrial properties in 2009/2010.

Should you have any questions, or wish to discuss the above with me, please feel free to contact me.

Bob Sheddy,

Century 21 Commercial Designate
Canadian Commercial Council Member
Bachelor of Commerce ENTR
Broker, Century 21 PowerRealty

Rosedale Industrial Park



SCHEDULE "A"
LISTING AGREEMENT

SALE AND LEASE LISTING AGREEMENT

TO: Century 21 PowerRealty.ca

Attention: Mr. Bob Shedd
Box 2222, Drumheller, AB T0J0Y0
Phone: #: (403) 823-2222
Facsimile #: (403) 324-1111
E-mail: bob@telus.net

Dear Sir:

Re: Blanket Listing agreement on all Town owned Hygrade and Rosedale Industrial lands (See Schedule "D")

1. In consideration of Century 21 Power Realty ("C21") agreeing to market the Town of Drumheller's Properties for sale or lease, The Town of Drumheller (the "Vendor") hereby authorizes and appoints C21 as its Listing Agent to sell or lease the Property for such terms as may be agreed upon between C21 and the Vendor and the Vendor agrees to pay to C21, as an independent contractor, the commission as defined herein. All deposits shall be forwarded to the Town of Drumheller to be held in trust.
2. The commission (the "Commission") for Sales shall be calculated on the basis of **ten percent (10%)** of the Gross Sale price (as defined below) for the Property plus GST. For new lease tenants, the Commission shall be **ten percent (10%)** of the net Rental Rate of the lease term up to a maximum of 3 years.
3. The Commission shall be paid by the Vendor to C21 on the completion of the Sale or Lease (as defined below) of the Property or upon occupancy of the premises, whichever occurs first, and such Commission shall be deducted from the deposit monies, with any balance payable from the sale or lease proceeds and the Vendor hereby assigns to C21 such portion of the sale or lease proceeds to pay the balance of the Commission. In the event of a Sale or Lease, all documents necessary to complete the transfer of the Property shall be prepared at Vendor's expense.
4. In the event of a Sale or Lease not being completed and the deposit being forfeited by the Purchaser, the Vendor agrees to pay to C21 forthwith one-half of the deposit, up to a sum equivalent to a full Commission.
5. This is a Listing Agreement and should a Sale or Lease be made by whomsoever during the currency hereof, or as a result of negotiations or inquiries originating during such currency, the Commission shall be payable to C21.
6. It is understood that all Sales or Lease promotion materials in the Sale or Lease of the property shall be paid by The REALTOR in accordance with a budget suitable to the REALTOR. For the purposes of showing the Property, the Vendor agrees to give C21 quick and convenient access at reasonable times, and keep the properties free from refuse and storage.
7. C21, at its cost, shall be allowed to erect "For Sale", "For Lease", "Leased By" and "Sold By" signs on the Property. In addition, C21 shall be permitted to announce the completion of the transaction following the Sale or Lease of the Property by way of printed matter, facsimile communication or electronic mail.

8. The Vendor agrees to forward, and shall direct its property manager to forward, to C21 all inquiries and any offers or letters of intent received by it with regard to the Sale or Lease of the Property.
9. This Listing shall remain in full force and effect until **December 31, 2010**. Notwithstanding anything contained herein to the contrary, if an offer to purchase or sell (the "Offer") has been accepted by the Vendor and purchaser, and the Offer is subject to any conditions, and if the date for removal of the condition or conditions (the "Condition Removal Date") extends beyond the date set out in this paragraph 9, then this Listing Agreement shall be extended and shall continue in full force and effect until the later of (a) ninety (90) days after the Condition Removal Date, or (b) the date set out in paragraph 9.
10. **C21 agrees to accept registrations and cooperate with other brokers on a Commission sharing basis.**
11. The Vendor agrees that all of the information, utility estimates, lease terms and other documentation provided to C21 are true and correct and, to the best of the knowledge of the Vendor, no environmental issues or hazardous substances have been stored or remain on the Property and C21 shall be indemnified and saved harmless from any claims, actions, proceedings, liability, costs, including solicitor and its own client costs, which result from or relate to the actions, negligence or misconduct of the Vendor or the Vendor withholding any information.
12. C21 recommends that the Vendor obtain independent legal, tax or other professional advice relating to this Agreement and the Sale or Lease of the Property, as well as the condition and/or legality of the Property, including, but not limited to, the Property's improvements, equipment, soil, tenancies, title, environmental aspects and compliance. C21 will have no obligation to investigate any such matters unless expressly otherwise agreed to in writing by the Vendor and C21. C21 is not responsible or liable in any matter whatsoever related to any legal documentation or income tax consequences related to or resulting from the Sale or Lease of the Property. The Vendor further agrees that, in determining the financial soundness of any prospective purchaser, the Vendor will rely solely upon the Vendor's own investigation and evaluation, notwithstanding the assistance of C21 in gathering any financial information.
13. This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta. If any provision is invalid or unenforceable in any jurisdiction where this Agreement is to be performed, such provision shall be deemed deleted and the remaining portions of this Agreement shall remain valid and binding.
14. For the purposes of this Listing Agreement, the following terms shall have the following meanings:
 - "Gross Sale or Lease Price" means the full, true aggregate consideration, exclusive of GST, without duplication, received or receivable by the Vendor, or paid or payable to or at the direction of the Vendor, in consideration of the Sale or Lease of the Property, denominated in Canadian dollars.
 - "Sale or Lease" means any Sale or Lease, exchange or trade of the Property or any interest therein, directly or indirectly, by the Vendor and includes, without limitation, any trade of Property or any issue which results in any direct or indirect change of legal or beneficial ownership of any of the shares of the Vendor, whether by Sale or Lease, exchange or trade of such shares or by way of merger, amalgamation, or reorganization of the Vendor.
14. C21 indemnifies the Town of Drumheller against liability arising out of its wrongful acts or omissions in its performance of this Agreement.
 - Any notice, document or communication required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given if delivered by hand to the party to which it is to be given as follows:
 - If to C21:

Agenda Item # 8.1.1

Century 21 PowerRealty.ca
Attention: Mr. Bob Shetty
Box 2222, Drumheller, AB T0J0Y0
Phone: (403) 823-2222
Facsimile #: (403) 324-1111
E-mail: bob@telus.net

If to the Vendor:

The Town of Drumheller
ATTN: CAO Ray Romanetz
703 2nd Avenue West Drumheller, AB
Phone: (403) 823-1339
Facsimile #: (403) 823-8006
E-mail: rromanetz@dinosaurvalley.com

Notices may also be given by fax. Either party may change its address by written notice to the other party.

15. This Agreement constitutes the entire agreement between the Vendor and C21 and supersedes all prior discussions. No modification of this Agreement will be effective unless made in writing and signed by both the Vendor and C21. This Agreement shall be binding upon and enure to the benefit of the successors and assigns of the parties hereto.

DATED at Drumheller, Alberta this 21 day of DEC, 2009.

THE TOWN OF DRUMHELLER

Per: 

I have the authority to bind the Company

Per: 

I have the authority to bind the Company

ACCEPTED at Drumheller, Alberta this 7 day of Dec, 2009.

CENTURY 21 POWERREALTY.ca

Per: 



DRUMHELLER

CHIEF ADMINISTRATIVE OFFICER



Request for Decision

Date: December 29, 2010

Topic:	Appointment of Development Officer		
Proposal:	<p>The Town of Drumheller Land Use Bylaw 10.08 Section 3 states that "The development authority shall exercise development powers and perform duties on behalf of the municipality in accordance with Section 642 of the Municipal Government Act and may include:</p> <p>Development Officer</p> <p>(a) The office of the Development Officer is hereby established, by resolution, to act on behalf of Council in those matters delegated by this Bylaw and in such matters as Council may instruct from time to time; and</p> <p>(b) The Development Officer shall keep and maintain for the inspection of the public during all reasonable hours, a copy of this Bylaw and all amendments thereto, and keep a register of all applications for development, including the decisions thereon and the reasons therefore.</p> <p>The Land Use Bylaw creates the position of Development Officer and Council by resolution should appoint a person to that position. Cindy Woods has been acting in this capacity and Administration recommends that she be appointed as Development Officer.</p>		
Proposed by:	CAO Ray Romanetz		
Correlation to Business (Strategic) Plan			
Benefits:	<ul style="list-style-type: none"> Under Section 645 of the MGA, a Development Officer can issue a Stop Order in terms of development. 		
Disadvantages:			
Alternatives:			
Finance/Budget Implications:			
Operating Costs:	n/a	Capital Cost:	n/a
Budget Available:	n/a	Source of Funds:	n/a
Budget Cost:	n/a	Underbudgeted Cost:	n/a
Communication Strategy:	n/a		


CHIEF ADMINISTRATIVE OFFICER

Telephone: (403) 823-1339

Council - RFD - Appointment of Development Officer2		1
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Agenda Item # 8.1.2

Recommendations:	That Council appoint Cindy Woods as the Development Officer for the Town of Drumheller.		
Report Writer:	Ray Romanetz	CAO:	
Position:	Chief Administrative Officer		

TOWN OF DRUMHELLER

BY-LAW # 32-08

BEING A BYLAW OF THE TOWN OF DRUMHELLER, IN THE PROVINCE OF ALBERTA, PURSUANT TO THE PROVISIONS OF THE MUNICIPAL GOVERNMENT ACT, BEING CHAPTER M26.1 OF THE REVISED STATUTES OF ALBERTA 2000 AND AMENDMENTS THERETO, TO PROVIDE FOR THE APPOINTMENT OF DEVELOPMENT OFFICER AND THE ESTABLISHMENT OF THE MUNICIPAL PLANNING COMMISSION.

PURSUANT to Section 624 of the Municipal Government Act, the town of Drumheller Council duly assembled, enacts as follows:

1. The Drumheller Development Authority shall advise and assist Council with regard to the planning of orderly and economical development within the municipality and shall seek to ensure than any proposed development is in accordance with the purpose, scope of intent of the municipal development plan, land use bylaws, area structure plans and/or area redevelopment plans.
2. The Drumheller Development Authority shall consist of a Development Officer and a Municipal Planning Commission who are authorized to receive, consider and decided on applications for development permits in the manner prescribed in the Land Use Bylaws.

APPOINTMENT OF DEVELOPMENT OFFICER

3. Council may, by resolution, appoint Development Officer(s).

ESTABLISHMENT OF THE MUNICIPAL PLANNING COMMISSION

4. That a Commission know as the Municipal Planning Commission of the town of Drumheller, hereinafter called "the Commission" is hereby established.
5. The Commission shall be composed of not less than three persons appointed by resolutions of Council.
6. No person who is a member of the Subdivision and/or Development Appeal Board shall be appointed to act as a member of the Commission.
7. The Commission shall elect a Chairman and Vice-Chairman from its members.
8. Term of Membership with the Commission will be three years. No person, other than elected officials sitting as a member may serve more than two consecutive terms unless that person has been off the Board for one full term or at the discretion of Council.

**TOWN OF DRUMHELLER
BYLAW NO. 32.08**

PAGE 2

9. Any vacancy caused by death, retirement or resignation of a member may be filed by resolution of the Council.
10. A person is disqualified from remaining a member of the Commission if such person is absent from three consecutive meetings, or has attended less than 75% of the meetings within any calendar year. Notwithstanding the above, a person is not disqualified if his/her absence is authorized by a resolution of the Commission.
11. The Commission shall not be disbanded, nor a member of it discharge without cause.
12. Three members of the Commission shall constitute a quorum for the making of all decisions and for doing any action required or permitted to be done by the Commission.
13. Only those members of the Commission present at a meeting of the Commission shall vote on any matter before it.
14. The decision of the majority of the members present at a meeting duly convened shall be deemed to the decision of the whole Commission.
15. The Commission shall hold such meetings as are necessary to fulfil the Commission's responsibilities.
16. The Commission shall have prepared and maintained a file of written minutes of the business transacted at all meetings of the Commission, copies of which shall be regularly filed with the Council.
17. The Commission may make rules as are necessary for the conduct of its meetings and its business that are consistent with the Bylaw and the Municipal Government Act and municipal Government Amendment act.
18. The remuneration, travelling and living expenses of the Chairman and other members of the Commission shall be established by resolution of the Council.
19. The setting of fees for any matter coming before the Commission shall be established by resolution of Council as it considers necessary.
20. A secretary of the Commission shall be appointed by the Chief Administrative Officer.
21. The Commission may make its orders, decisions, development permits and approvals and issue notices with or without conditions.

TOWN OF DRUMHELLER
BYLAW NO. 32.08

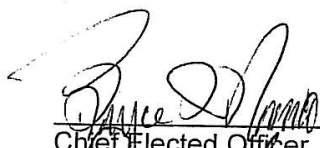
PAGE 3

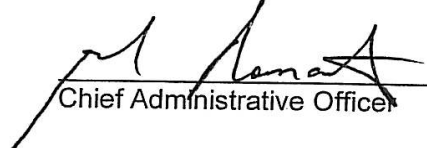
22. This Bylaw comes into effect upon the date of its being finally passed.
23. This Bylaw shall repeal Bylaw 01-98 .

READ A FIRST TIME THIS 27th day of October, 2008

READ A SECOND TIME THIS 27th day of October, 2008

READ A THIRD TIME THIS 27th day of October, 2008



Chief Elected Officer

Chief Administrative Officer



DRUMHELLER

CHIEF ADMINISTRATIVE OFFICER



Request for Decision

		Date:	December 29, 2010
Topic:	POLICE COMMITTEE BOARD APPOINTMENT		
Proposal:	<p>The terms of membership for the Police Committee states as follows:</p> <p><i>"One (1) to three (3) year term, whichever Council deems appropriate, commencing October 31st."</i></p> <p>Two members' terms expired on October 31st, 2010, resulting in two vacancies on this Committee. Three applications were received from Mr. Colin Kloot, Mr. Zrinko Amerl and Mr. Mike Hansen. Administration is recommending that two members be appointed for a two year term by secret ballot.</p>		
Proposed by:	Town of Drumheller		
Correlation to Business (Strategic) Plan			
Benefits:			
Disadvantages:			
Alternatives:			
Finance/Budget Implications:			
Operating Costs:		Capital Cost:	
Budget Available:	\$0.00	Source of Funds:	
Budget Cost:	\$0.00	Underbudgeted Cost:	
Communication Strategy:			
Recommendations:	<p>That Council approve the appointments of _____ and _____ for a two year term expiring on the date of Council's 2012 Annual Organizational meeting.</p>		
Report Writer:	R.M. Romanetz, P. Eng.	CAO:	
Position:	Chief Administrative Officer		

OFFICE OF THE CHIEF ADMINISTRATIVE OFFICER

Telephone: (403) 823-1339

	Created By: Linda Handy	1
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10/07/2010 13:58 FAX

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DRUMHELLER

DINOSAUR CAPITAL OF THE WORLD



APPLICATION TO SERVE ON TOWN PUBLIC SERVICE BOARDS

Board applied for Policing Committee

Date 12/10/2010

Name of Applicant COLIN KLOOT

Address [REDACTED] Phone # 823-4000

Length of Residency in Town 11 years

Past Service on Similar Boards LEGAL AID ALBERTA

BRIEF PERSONAL HISTORY (include information which you feel would assist Council in making a decision as to your capabilities to serve on this Board)

LAWYER
FEDERAL CROWN AGENT - DRUG PROSECUTIONS
CRIMINAL DEFENCE
BYLAW PROSECUTIONS

[Signature]
Signature of Applicant

Fax back to (403)823-8006



DRUMHELLER

DINOSAUR CAPITAL OF THE WORLD



APPLICATION TO SERVE ON TOWN PUBLIC SERVICE BOARDS

Board applied for POLICE COMMISSION

Date Sept 14 / 2010

Name of Applicant ZELINKO AMERL

Address [REDACTED]

Length of Residency in Town 3.5 years

Past Service on Similar Boards COMMUNITY WATCH IN
BEAGG CREEK, AB

BRIEF PERSONAL HISTORY (include information which you feel would assist Council in making a decision as to your capabilities to serve on this Board)

PROSECUTE TRAINING AND MANAGED LARGE OPERATIONS
WITH POTENTIAL PROBLEMS DUE TO DRUGS/ALCOHOL
OFTEN RESULTING IN PERSONAL CONFLICTS. HAD
TO DEFUSE THOSE SITUATIONS IN RISK MANAGEMENT
SITUATIONS FOR MOUNTAIN RESORTS

[Signature]
Signature of Applicant



DRUMHELLER
DINOSAUR CAPITAL OF THE WORLD



APPLICATION TO SERVE ON
TOWN PUBLIC SERVICE BOARDS

Board applied for Drumheller policing committee.

Date _____

Name of Applicant Mike Hansen.

Address [REDACTED] Phone # [REDACTED]

Length of Residency in Town 23 years.

Past Service on Similar Boards Stampede & AG society.

Stampede City Auto Racing Ass. Calgary.

BRIEF PERSONAL HISTORY (include information which you feel would assist Council in making a decision as to your capabilities to serve on this Board)

[Signature]
Signature of Applicant

Fax back to (403)823-8006



DRUMHELLER

CHIEF ADMINISTRATIVE OFFICER



Request for Decision


		Date:	December 29, 2010
Topic:	Community Facility – Terms of Reference		
Proposal:	<p>Council at their meeting of September 29, 2008 approved the Drumheller Community Facility Terms of Reference. Since that time, the Communication Committee has folded and Council has approved the formation of a Fundraising Cabinet that is separate from the Steering Committee and reports directly to Council. As well, with the newly elected Council, changes to the Steering Committee have been recommended by the membership.</p> <p>The Steering Committee has recommended that the Co-Chairs be two members from the Steering Committee. They have recommended that Hansine Kostelecky and Tony Lacher serve as Co-Chairs. It is further recommended that Councillors Andrew Berdahl and Jay Garbutt (former public at large member) remain as members on the Steering Committee.</p> <p>Under the Terms of Reference, one Council member should be appointed to the Design Committee.</p>		
Proposed by:	Town Council		
Correlation to Business (Strategic) Plan			
Benefits:	<ul style="list-style-type: none"> • Process will include community involvement; and • Steering Committee, Communication, Fundraising, Design and Project Management Committess roles and responsibilities have been defined. 		
Disadvantages:			
Alternatives:			
Finance/Budget Implications:			
Operating Costs:		Capital Cost:	

OFFICE OF THE CHIEF ADMINISTRATIVE OFFICER

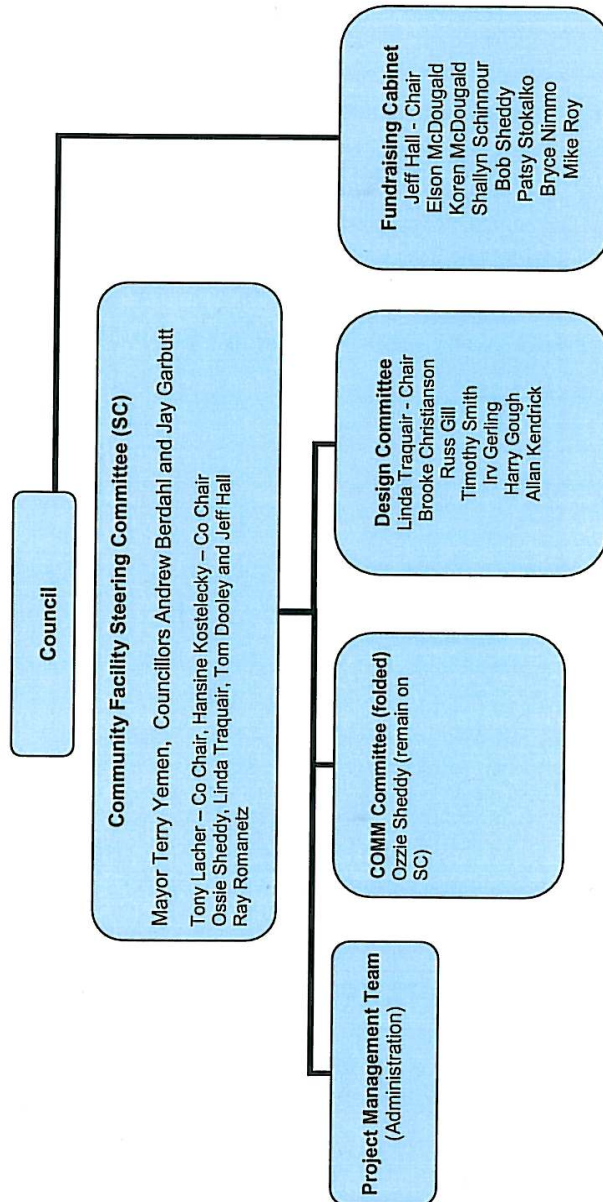
Telephone: (403) 823-1339

	Created By	1
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Agenda Item # 8.1.4

Budget Available:		Source of Funds:	
Communication Strategy:	Public consultation process.		
Recommendations:	That Council approve the Drumheller Community Facility Terms of Reference as amended, and further that Hansine Kostelecky and Tony Lacher serve as Co-Chairs on the Badlands Community Facility Steering Committee, Councillors Andrew Berdahl and Jay Garbutt remain on the Steering Committee and Councillor _____ to serve on the Design Committee.		
Report Writer:		CAO:	Ray Romanetz
Position:			

BADLANDS COMMUNITY FACILITY STEERING COMMITTEE AND SUB COMMITTEE MEMBERSHIP



Council Motion (History):

Approved: October 14, 2008

Amended: November 24, 2008 (includes Tom Dooley and Jay Garbutt to the SC)

Amended: January 5, 2009 (includes Hansine Kostecky to the SC)

Amended: January 26, 2009 (Co-Chair to Sub Committees)

Amended: April 16, 2009 (SC resignations B. Herman and M. Stefanishion)

Amended: April 27, 2009 (includes Jeff Hall to the SC)

Amended: September 9, 2009 (Blair Christianson resigns from COMM / Ossie Sheddy as the Chair of COMM)

Amended: October 7, 2009 (FUND and DESIGN appointments)

Amended: December 3, 2009 (FUND appointments)

Amended: January 6, 2010 (COMM folded (R. Telford along with Co Chairs Mayor and T. Lacher to prepare releases)

Amended: May 19, 2010 (SC resignation of Brooke Christianson-remain on DESIGN / appointment of Linda Traquair as Chair)

Amended: October 25, 2010 (FUND name, appointments – December 6, 2010 – add Bryce Nimmo)

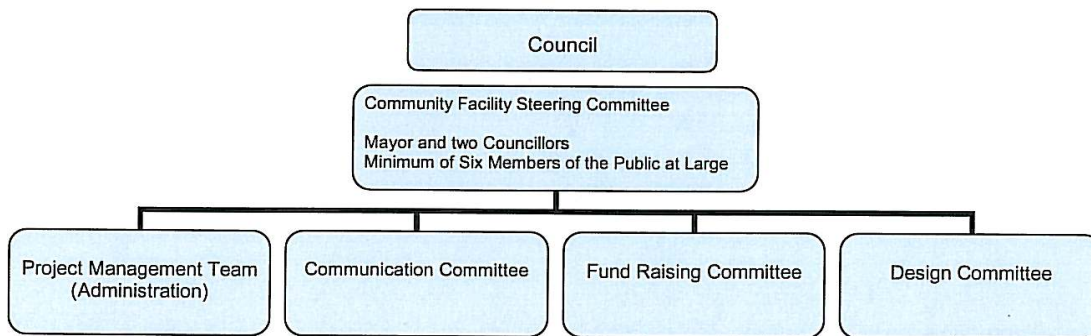
DRUMHELLER COMMUNITY FACILITY TERMS OF REFERENCE

(Approved: September 29, 2008)

(Amended: January 26, 2009 – Sub Committee Co-Chair)

DEFINING THE ROLES:

It is important for the purposes of accountability and tasking to clearly define the roles of those noted in the organization chart. There may be a need to adjust the number of Committees and the number of members on each Committee for the purpose of the project. This proposal suggests having all established Committees to report through the Steering Committee. The Steering Committee members shall be appointed by Council based on recommendations from the community. The Chair of each Sub-Committee will not be a member of Town Council. The Chair of each of the Sub-Committee shall be a member of the Steering Committee (or the Co-Chair in their absence). The Steering Committee shall appoint additional members to the three Sub Committees. The Committees shall continue to perform their responsibilities and roles until otherwise determined by Council. The following represents a preliminary and general description of the responsibilities of the Committees:



Drumheller Council – Council will approve the scope of the project, including, the terms of reference, the wording of the plebiscite question on location, date of the plebiscite, the Committee Reports, the overall budget for the project and appoint Council representation to the various Committees.

Drumheller Community Facility Steering Committee – This group includes political and community leaders from the Town of Drumheller and area. This group reports back to Council and to the community. This group typically is empowered to work together to make the recommendations to move the project forward. With respect to the Community Facility Project, the structure of the Steering Committee shall include:

Mayor and two Councillors;

Minimum of six members from the public at large; and

Town Administration will provide support to the Community Facility Steering Committee.

Responsibilities include:

- Co-chaired by Mayor and one community representative.
- Makes recommendations on the scope of the project.
- Overall ongoing directions and co-ordination as approved by Council.
- Review recommendations and requests from sub-committees and provide feedback as required.
- Issue reports to Council with respect to project progress and sub-committees' progress and obtain approvals as required.
- Engage the public and sell the project and location.
- **Project Champion** –The project champion will be the Community Facility Steering Committee and the media. All communications from the project's technical team will run through the Project Manager / Co-ordinator to the Project Champion – this ensures consistency and clarity of message to all.

Communication Committee

- The Committee will consist of one member from Council and 3 to 5 other members from the community.
- Identify issues that may have significant impact on the public perception of the facility.
- Develop a public communication campaign from the inception phase through grand opening.
- Facilitate ongoing media coverage.
- Develop protocol and referral system for specific inquiries from the public, media, stakeholders and external agencies.
- Engage the public and sell the project and location to the community and region.

Fundraising Committee

- The Committee will consist of two members from Council and 3 to 5 other members from the community. These community members should be well known, influential, and leaders in the community.
- The Committee should develop a comprehensive fundraising strategy including identification of resources required. The intent is to identify and secure funding from all sources possible including donors, sponsors and grants. Develop themes and appropriate donor recognition techniques. The strategy may include the following:
 1. Determine the non-grant fundraising that is required as part of the project.
 2. Identify potential sources of funding (local, regional, national, and international).

3. Complete a one-day "strategy session" with the project steering committee.
4. Prepare an "Action Plan" indicating where the committee members may be used in fundraising.
5. Implement "Action Plan" so presented and determined success.

Design Committee

- The Committee will consist of one member from Council and 3 to 5 other members from the community.
- Engage specific groups/organizations with a particular interest in the established components of the project in identifying detailed aspects of the building and equipment.
- Identify theme opportunities and ideas.
- Oversees the preparation of the detailed design, specifications and tenders in consultation with the Steering Committee.

Project Management Team (Town Administration)

- Work with the architect to develop a construction procurement and delivery model (be it traditional design / public tender / build or alternatively a bridging document preparation / design / build process) that will work in Drumheller. It will be necessary to evaluate different delivery models to ensure that the Community Facility Project can be delivered in the most cost-effective and timely manner possible. Design / build processes for public facilities, in some cases, may offer cost savings and reduced timeframes. The use of design / build as a delivery mechanism, however, will be driven in many respects by the design of the facility (e.g. if the facility includes many specialized "green elements" or green technologies that are unfamiliar, design / build may not necessarily represent the best approach). Recommendations in this regard should be forwarded to the Design Committee.
- Oversees the construction of the project.
- Shall report to the Steering Committee on progress and request input as required.

Project Manager / Co-ordinator (Construction) and Architect –

The Project Manager / Coordinator is typically a contracted professional who is charged with the responsibility of coordinating all of the technical resources once the project has been approved for construction. The project coordinator ensures that project meetings are organized and completed consistently resolves issues where necessary and works to protect the public interest in the project's delivery. All communications from the technical resources are channeled through the project coordinator to the project champion.

The architect is responsible for consulting with the community through the Design Committee to ensure that needs are built into the design, assisting with developing the building programming, completing the building design, and preparing construction tender documents for public tender. Some architects will then hire a project manager/co-ordinator to monitor the construction phase of the project to ensure that the building is built in accordance with the plans and specifications that were professionally sealed by the architect.

Finance and Cost Control – The finance and cost control role is an important one. The finance representative will be the Director of Corporate Services. He is responsible for reviewing submissions and ensuring that payment to contractors and other professionals occurs in a timely manner. He will cost control assistance from the project champion and the project manager / co-ordinator (construction) who all are involved in reviewing progress claims submitted by the contractors to ensure that they are accurate and within approved tendered amounts. His responsibilities will include reporting to the Steering Committee and Town Council.

Approved: September 29, 2008

Appendix A - Inventory of Previous Studies and Reports

- a. Needs Assessment Study – 2006 (Randall Conrad) – represents community input.
- b. Community feasibility study – GEC (February 2007) – represents community input
- c. Drumheller Convention Centre Final Draft.
- d. Grant applications from CAMRIF and Major Community Facility Grant Applications have been left in the queue however Provincial dollars have now been dispersed to other communities.
- e. 1980 concept drawings for Civic Centre/Town Hall
- f. Drumheller Convention Centre Final Draft (Graham Edmunds, 2001) – identifies 16-18 locations with pros and cons
- g. User group survey (from Randall Conrad)
- h. Copy of the Sereda Petition
- i. Letter from Ross, Todd & Company dated March 26, 2008 re: Sereda Petition
- j. Council Meeting Presentation by the Steering Committee April 28, 2008
- k. Municipal Census Survey – Mike Roma August, 2008
- l. Facilities Review – September 8, 2008

Appendix B - Supporting Role of Town Administration

Business Case Analysis/Business Plan Preparation and Grant Submissions

With respect to the Community Facility Project, the following steps will be required to complete a business case analysis and to prepare a business plan.

1. Meet with the Steering Committee to define the project scope and deliverables.
2. Define the building footprint including uses and end users (in association with the architect).
3. Identify capital costs (in association with the architect).
4. Identify programming for the facility (with Town administration) based on the Drumheller Facility Needs Assessment.
5. Identify operating costs (in association with the architect).
6. Define appropriate assumptions about usage levels in each facility component.
7. Identify revenue streams (user fees, sponsorships, advertising, facility rentals, etc.)
8. Define and quantify community benefits (convenience, travel time savings, employment, health and wellness, etc.)
9. Complete benefit/cost analysis.
10. Define operating deficit/surplus associated with the facility.
11. Define taxation and/or user fee impacts.
12. Review and finalization meeting with the project steering committee.

The deliverable, a business plan, will be prepared to a standard that will allow the Town to use it as a basis for grant submissions to senior government and other funding agencies.



DRUMHELLER

REQUEST FOR DECISION



Request for Direction

		Date:	December 31, 2010
Topic:	SKI HILL LAND		
Proposal:	The Agreement of Intent which relates to the sale of the ski hill land and the commitment from the Town of Drumheller, the Badlands Ski Hill Ltd and the Drumheller Valley Ski Club has terminated. Administration needs direction on whether Council wishes to proceed with the sale of the ski hill land or enter into a long term lease agreement with a new entity with the land remaining as Town land. Considerations need to be given to whether the land, if sold, will remain with a not for profit society and the impact any sale may have on the Canadian Badlands Passion Play.		
Proposed by:	CAO		
Benefits:			
Disadvantages:			
Alternatives:			
Finance/Budget Implications:			
Operating Costs:		Capital Cost:	
Budget Available:	\$0.00	Source of Funds:	
Budget Cost:	\$0.00	Underbudgeted Cost:	
Communication Strategy:			
Recommendations:			
Report Writer:	R.M. Romanetz, P. Eng.	CAO:	
Position:	Chief Administrative Officer		

OFFICE OF THE CHIEF ADMINISTRATIVE OFFICER

Telephone: (403) 823-1339

Ski Hill Land	Created By: Linda Handy	1
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Request for Decision

Date:	17 Dec 2010		
Meeting Type:	Regular Council		
Topic:	Local Improvement Bylaw Amendment - Bylaw 24-10		
Proposal:	<p>The Municipal Government Act (MGA) requires that a local improvement tax bylaw be amended if there are subdivisions of properties that have a local improvement tax assessed on them. There have been some changes to properties in Rosedale that are subject to the local improvement tax bylaw 23-06 for the Rosedale Cambria Water Distribution System.</p> <p>A parcel of 2 developable lots have been combined into 1 developable lot and another parcel has been split into 2 developable lots. The net result of these changes is that the total number of developable lots remains unchanged, so there is no change in the local improvement taxes assigned to each developable lot. The structure of the bylaw is that all parcels pay an equal amount of local improvement taxes. Should the density of developable lots increase than the local improvement taxes per developable lots will decrease.</p>		
Proposed by:	Michael Roy		
Correlation to Business (Strategic) Plan			
Benefits:	Ensures that all properties that benefited from the local improvement are paying their share.		
Disadvantages:			
Alternatives:	<p>Council gives first reading to Bylaw 24-10.</p> <p>Council accepts report for information.</p>		
Finance/Budget Implications:	n/a		
Operating Costs:		Capital Costs:	
Budget Available:		Source of Funds	
Budget Cost:		Underbudgeted Cost:	
Communication Strategy:			
Recommendations:			
Report Writer:	Michael Roy		

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Agenda Item # 8.3.1

Position:	Director of Corporate Services
	CAO:

**TOWN OF DRUMHELLER
BYLAW 24-10**

A Bylaw of the Town of Drumheller, in the Province of Alberta, to amend By-law 23-06, a local improvement tax in respect of all lands that directly benefit from the Rosedale Cambria Water Distribution System local improvement project.

WHEREAS, the Municipal Government Act, Chapter M-26, Revised Statutes of Alberta, 2000 and amendments thereto provide Council by bylaw to amend a local improvement tax bylaw; and

WHEREAS, there has been a subdivision of lots in respect of which the local improvement tax is payable; and

WHEREAS, the Council of the Town of Drumheller has deemed that the local improvement tax bylaw must be amended so that each parcel of land bears an appropriate share of the local improvement tax.

NOW THEREFORE, the Council of the Town of Drumheller duly assembled hereby amends By-law 23-06 by;

**NOW, THEREFORE, THE COUNCIL OF THE TOWN OF DRUMHELLER
DULY ASSEMBLED AMENDS BY-LAW 23-06 AS FOLLOWS;**

1. That Schedule "A" appended to and forming part of By-law 23-06 is amended:
 - a. by changing Lot 4, 5, 6 & 7, Block 15, Plan 5808GX to Lot 8, Block 15, Plan 1011347, deleting 2 developable properties and replacing with 1 developable property; and,
 - b. by adding Lot 11, Block 3, Plan 1011587 as 1 property, 1 developable property; and,
2. This bylaw shall take effect on the day of final passing thereof.

READ A FIRST TIME THIS _____ DAY OF _____ 201_.

READ A SECOND TIME THIS _____ DAY OF _____ 201_.

READ A THIRD TIME THIS _____ DAY OF _____ 201_.

...

Agenda Item # 8.3.1

(CHIEF ELECTED OFFICIAL)

(CHIEF ADMINISTRATIVE OFFICER)

SEAL

**TOWN OF DRUMHELLER
BY-LAW #23-06**

A Bylaw of the Town of Drumheller, in the Province of Alberta, to impose a local improvement tax in respect of all lands that directly benefit from the Rosedale Cambria Water Distribution System local improvement project.

WHEREAS the Council of the Town of Drumheller has decided to issue a by-law pursuant to Section 397 of the *Municipal Government Act* to authorize a local improvement tax levy to pay for the Rosedale Cambria Water Distribution System local improvement project.

WHEREAS a local improvement plan has been prepared and the required notice of the project given to the benefiting owners in accordance with the attached Schedule A and Schedule B and no sufficient objection to Rosedale Cambria Water Distribution System local improvement project has been filed with the Municipality's Chief Administrative Officer.

The Council has decided to set a uniform tax rate based on the number of **developable parcels**, as defined in Schedule A, assessed against the benefiting owners.

Plans and specifications have been prepared. The total cost of the project is estimated to be \$950,000 and the local improvement plan estimates that the following contributions will be applied to the project:

Municipality at Large	\$0.00
Benefiting Owners	\$950,000.00
Total Cost	\$950,000.00

The local improvement tax will be collected for twenty (20) years and the total amount levied annually against the benefiting owners is \$76,146.31 **of which \$7,684.49 may be deferred until subject parcels become developable.**

All required approvals for the project have been obtained and the project is in compliance with all *Acts* and *Regulations* of the Province of Alberta.

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Town of Drumheller
Bylaw 23-06

**NOW, THEREFORE, THE COUNCIL OF THE TOWN OF DRUMHELLER
DULY ASSEMBLED, ENACTS AS FOLLOWS:**

1. That for the purpose of completing the Rosedale Cambria Water Distribution System local improvement project the sum of nine hundred fifty thousand (\$950,000.00) be collected by way of an annual, uniform local improvement tax rate assessed against the benefiting owners as provided in Schedule A and Schedule B attached.
2. The net amount levied under the by-law shall be applied only to the local improvement project specified by this by-law.
3. This bylaw shall take effect upon third reading and final adoption.

READ A FIRST TIME THIS _____ DAY OF _____ 200X.

READ A SECOND TIME THIS _____ DAY OF _____ 200X.

READ A THIRD TIME THIS _____ DAY OF _____ 200X.

(CHIEF ELECTED OFFICIAL)

(CHIEF ADMINISTRATIVE OFFICER)

SEAL

Schedule A to By-law No. 23-06

Annual Levy For The Rosedale Cambria Water Distribution System Local Improvement Project

1. Properties to be assessed:

LEGAL DESCRIPTION	CIVIC ADDRESS	NO. OF PROPERTIES	NO OF IMPROVEMENT	NO OF CONNECTIONS (based on developable properties)	NO. of CONNECTION TAXED AS OF DATE OF LOCAL IMPROVEMENT PLAN*	NO. of CONNECTIONS TO BE TAXED AT A LATER DATE**
Lot 7, Block 9, Plan 9310274	311 Mabbott Road	1	1	1	1	0
Lot 15, Block 9, Plan 9310274	125 Starmine Drive	1	1	1	1	0
Lot 2&3, Block 8, Plan 5808G.X.	53 - 5 Avenue East	2	1	1	1	0
Lot 4, Block 8, Plan 5808G.X.	71 - 5 Avenue East	1	0	1	0	1
Lot 4, Plan 9110746	348 Mabbott Road	1	1	1	1	0
Lot 9, Block 7, Plan 5808GX	96 - 5th Avenue East	1	0	1	0	1
Lot 1-7, Block 7, Plan 5808G.X.	578 Centre Street	7	1	2	1	1
Lot 14 &15 Block 7, Plan 5808G.X.	540 Centre Street	2	0	1	1	0
Lot 1 & 2, Block 1, Plan 5808G.X.	906 - 1 Street West	2	1	1	1	0

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Bylaw 23-06

Lot 3, 4 & 5, Block 1, Plan 5808G.X.	928 - 1 Street West	3	1	1	1	0
Lot 6, Block 9, Plan 9310274	321 Starmine Drive	1	2	1	1	0
Lot 3B, Plan 9011258	117 Railway Ave	1	1	1	1	0
Lot 8&9, Block 8, Plan 5808G.X.	88 - 4 Avenue East	2	1	1	1	0
Lot 7, Block 1, Plan 5808G.X.	964 - 1 Street West	1	1	1	1	0
Part N.E. 21-28-19-4	115 Pinter Drive	1	1	1	1	0
Lot 6, Block 1, Plan 5808G.X.	952 - 1 Street West	1	1	1	1	0
Lot 3, Plan 9110746	336 Mabbott Road	1	0	1	1	0
Lot 1, Block 3, Plan 9610391	358 Railway Ave	1	1	1	1	0
Lot 2, Block 3, Plan 9610391	350 Railway Ave	1	1	1	1	0
Block 1 Plan 9412439	80 - 8 Avenue North	1	1	1	1	0
Lot 6MR, Plan 9911430	120 Railway Ave	1	0	1	1	0
Lot 1&2 Block 15, Plan 5808G.X.	333 Centre Street	2	0	1	1	0

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Bylaw 23-06

Lot 4,5,6&7 Block 15, Plan 5808G.X.	369 Centre Street	4	0	2	1	1
Lot 10, Plan 0011980	174 Railway Ave	1	0	1	1	0
Lot 5&6, Plan 3867H.U. Lot 6, Plan 3867HU	151 Railway Ave 173 Railway Ave.	2	0	2	0	2
Lot 10, Plan 3867H.U.	276 Mabbott Road	1	1	1	1	0
Lot 9, Plan 3867HU	288 Mabbott Road	1	1	1	1	0
Lot 12, Plan 9711053	264 Mabbott Road	1	1	1	1	0
Lot 7, Plan 3867H.U.	195 Railway Ave	1	1	1	1	0
Lot 9, Block 9, Plan 9310274	339 Mabbott Road	1	1	1	1	0
Lot 13, Block 9, Plan 9310274	365 Starmine Drive	1	1	1	1	0
S.E. 28-28-19-4		1	1	1	1	0
SW 28-28-19-4		1	4	1	1	0
Lot 10 & 11, Block 8, Plan 5808G.X.	76 - 4 Street East	2	1	1	1	0
Lot 12 & 13, Block 8, Plan 5808G.X.	432 Centre Street	2	1	1	1	0
Lot 3, 4&5, Block 9, Plan 5808G.X.	73 - 4 Avenue East	3	1	1	1	0

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Lot 3, Block 15, Plan 5808GX	27 - 4th Avenue West	1	1	1	1	0
Lot 23, Block 10, Plan 9710728	376 Railway Ave	1	1	1	1	0
Lots 5, Block 10, Plan 0310340	105 Pinter Drive	1	1	1	1	0
Lot 2, Block 10, Plan 9912591	101 Pinter Drive	1	0	1	1	0
Lot 2, Plan 9110746	324 Mabbott Road	1	1	1	1	0
Lot 1, 2&3, Block 16, Plan 5808G.X.	435 Centre Street	3	0	2	1	1
N.E. 21-28-19-4	111 Pinter Drive	1	1	1	1	0
Lot 6A, Block 10, Plan 0610286	503 Railway Ave	1	1	1	1	0
Lot 18A, Block 10, Plan 9410239	492 Railway Ave	1	1	1	1	0
Block 1, Plan 9211033	30 Centre Street	1	1	1	1	0
Lot 12&13, Block 7, Plan 5808G.X.	62 - 5 Avenue East	2	1	1	1	0
Lot 8, Block 9, Plan 9310274	327 Mabbott Road	1	1	1	1	0
N.E. 21-28-19-4	109 Pinter Drive	1	1	1	1	0
Lot 4, Block 1, Plan 8410680	107 Centre Street	1	1	1	1	0
Lot 2, Block 1, Plan 8410680	141 Centre Street	1	0	1	1	0

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Lot B, Plan 5808G.X.	64 Centre Street	1	1	1	1	0
Lot 2, Block 12, Plan 7510536	136 Centre Street	1	1	1	1	0
Lot 3, Block 1, Plan 8410680	129 Centre Street	1	0	0	0	0
Lot 17, Block 9, Plan 9812373	324 Starmine Drive	1	1	1	1	0
W. 169.95' of Lot 4, Plan 3867H.U.	125 Railway Ave	1	0	1	1	0
Lot 5A, Block 10, Plan 0610286	452 Mabbott Road	1	1	1	1	0
Lot 10 & 11, Block 7, Plan 5808G.X.	84 - 5 Avenue East	2	1	1	1	0
Lot 18, Block 9, Plan 9812373	332 Starmine Drive	1	1	1	1	0
Block 2, Plan 9913475	50 - 8 Avenue North	1	1	1	1	0
Lot 11, Block 9, Plan 9310274	443 Mabbott Road	1	1	1	1	0
Lot 3A, Plan 9011258	111 Railway Ave	1	1	1	1	0
Lot 1 & 2, Block 14, Plan 5808G.X.	251 Centre St	2	1	1	1	0
Lot 3, Block 14, Plan 5808GX	16 - 3 Avenue West	1	0	0	0	0
Lot 4-7, Block 14, Plan 5808G.X.	277 Centre Street	4	1	2	1	1
Lot 7-9, Block 9, Plan 5808GX	328 Centre Street	3	1	1	1	0

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Lot 21A, Block 10, Plan 9710728	424 Railway Ave	1	1	1	1	0
E 200.05' of Lot 4, Plan 3867H.U.	139 Railway Ave	1	1	1	1	0
Lot C, Plan 5808G.X.	42 Centre Street	1	1	1	1	0
Ptn of N.E. 21-28- 19-4	117 Pinter Drive	1	0	1	1	0
Ptn of N.E. 21-28- 19-4	90 Pinter Road	1	2	1	1	0
Ptn of N.W.21-28- 19-4	95 Pinter Road	1	1	1	1	0
Lot 4, Plan 9911429	180 Railway Ave	1	1	1	1	0
Block 6, Plan 5808GX	670 Centre Street	1	0	1	1	0
Lot 1&2, Block 13, Plan 5808G.X.	185 Centre Street	2	1	1	1	0
Lot 10, Block 9, Plan 9310274	351 Mabbott Road	1	1	1	1	0
Lot 8, Plan 3867H.U.	300 Mabbott Road	1	0	1	1	0
Lot 9, Plan 0011980	166 Railway Ave	1	0	1	1	0
Lot 1, Plan 9110746	312 Mabbott Road	1	1	1	1	0
Lot 1, Block 1, Plan 8410680	163 Centre Street	1	1	1	1	0

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Lot 1&2, Block 10, Plan 5808G.X.	280 Centre Street	2	1	1	1	0
Lot 3 & 4, Block 10, Plan 5808G.X.	280 Centre Street	2	0	1	0	1
Lot 5 & 6, Block 10, Plan 5808G.X.	92 - 2 Avenue East	2	0	1	0	1
Lot 7&8, Block 10, Plan 5808G.X.	242 Centre Street	2	1	1	1	0
Lot 17, Block 9, Plan 9610671	515 Mabbott Road	1	3	1	1	0
Lot 3, Block 10, Plan 9912591	103 Pinter Road	1	1	1	1	0
Lot 8, Plan 0011980	158 Railway Ave	1	1	1	1	0
Lot 1 Block 12, Plan 7510536	158 Centre Street	1	0	1	1	0
Lot 2 &3, Block 11, Plan 5808G.X.	57 - 2 Avenue East	2	0	2	1	1
Lot 1, Block 8, Plan 5808G.X.	470 Centre Street	1	1	1	1	0
Lot 8&9, Block 1, Plan 5808G.X.	976 - 1 Street West	2	1	1	1	0
Lot D, Plan 5808G.X.	75 Centre Street	1	0	1	1	0
Lot 6, Block 9, Plan 5808G.X.		1	0	0	0	0
Block 5, Plan 5808G.X.	710 Centre Street	1	0	1	1	0
Lot 1, Block 11, Plan 5808G.X.	174 Centre Street	1	0	1	1	0

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Lot 4, Block 11, Plan 5808G.X.	69 - 2 Avenue East	1	0	1	1	0
N.E. 15-28-19-4		1	0	1	1	0
Lot 16MR, Block 9, Plan 9310274	113 Starmine Drive	1	0	1	1	0
Lot R3, Block 12, Plan 7510536		1	0	1	1	0
Lot 19, Block 10, Plan 9310274	468 Railway Ave	1	1	1	1	0
Lot 22, Block 10, Plan 9710728	412 Railway Ave	1	0	1	1	0
Lot 5, Plan 9911430	150 Railway Ave	1	1	1	1	0
Lots 4, Block 10, Plan 0310340	107 Pinter Drive	1	0	1	1	0
Lot 20A, Block 10, Plan 9710728	446 Railway Ave	1	0	1	1	0
Lot 1 & 2, Block 9, Plan 5808 G.X.	366 Centre Street	2	1	1	1	0
Lot Z, Block 8, Plan 5808G.X.	95 - 5 Avenue East	1	1	1	1	0
		145	79	109	98	11

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2. Total Developable Parcels 109

Developable parcel means

- (i) a single title parcel of land which is at least 15,000 square feet; or
- (ii) a series of adjacent and contiguous lots which make up at least 15,000 square fee but less than 30,000 square feet; or
- (iii) A single title parcel which has an improvement or is improved in the future.

Improvement Means

- (i) a structure
- (ii) any thing attached or secured to a structure, that would be transferred without special mention by a transfer or sale of the structure; and
- (iii) a designated manufactured home

*Total # of Units subject to Local Improvement Tax Today: 98

**Total # of Units with deferred Local Improvement Tax: 11

- 3. Total Levy \$950,000.00
- 4. Total Levy per Developable Parcel \$ 8,715.60
- 5. Annual Unit Rate per Developable Parcel
for a Period of Twenty (20) years at 4.987% \$ 698.59

6. Total Yearly Assessment against all properties
to be assessed (A portion of which may be deferred) \$ 76,14.31

7. Unusual Parcels pursuant to Section 404 of the Municipal Government Act	0
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- (a) The total cost of the local improvement shall be evenly distributed between all developable parcels.
- (b) All developable parcels shall be liable to pay for the local improvement
- (c) Where an owner has more than one developable parcel that is contiguous at the time of the approval of the local improvement plan:
 - i. the owner shall be liable to pay the local improvement tax for one developable parcel immediately; and
 - ii. a local improvement tax shall be applied to the remaining developable parcels upon the placement of an improvement on that developable parcel.
- (d) Where an owner owns more than one developable parcel which are not contiguous, the owner shall be liable for the local improvement tax on all developable parcels immediately.
- (e) A change in ownership will result in a local improvement tax on a developable lot where a local improvement tax has not yet been levied.
- (f) The Town shall have the right to register the local improvement bylaw against all developable parcels as a caveat in accordance with the Land Titles Act.
- (g) A caveat registered against a developable parcel shall not be discharged until the local improvement tax for the developable parcel has been paid in full.

Schedule B to Bylaw No. 23-06

Annual Levy For The Rosedale Cambria Water Distribution System Local Improvement Project

1. Properties to be assessed:

No. of Parcels	Annual Rate of Assessment Per Developable Parcel	Amount of Annual Assessment
109	\$698.59	\$76,146.31 (subject to deferred properties)

2. Total number of parcels 109

*Total # of Units subject to Local Improvement Tax Today: 98
 **Total # of Units with deferred Local Improvement Tax: 11

3. Total annual assessments \$76,146.31
 (A portion may be deferred)

**Parcels deferred will be subject to the local improvement tax once the parcel(s) meet the criteria of developable.
 The local improvement tax will be recalculated and re-amortized based on the number of years remaining in the local improvement tax bylaw as per section 402(2) of the Municipal Government Act. Parcels that meet the criteria for the local improvement tax after the life of the local improvement tax will be required to be the full tax levy immediately.

4. Term of annual assessments 20 Years

5. Total assessment against all parcels \$1,522,926.20



Request for Decision

Date:	29 Dec 2010		
Meeting Type:	Regular Council		
Topic:	2011 Borrowing Bylaw - Line of Credit		
Proposal:	Section 256 of the Municipal Government Act allows Council to authorize borrowings for operating expenditures, as long as the amount borrowed does not exceed the amount of taxes the municipality estimates will be raised in the year of borrowing. The Town estimates that tax revenue will be in excess of \$6,000,000 for 2011; this bylaw authorizes a line of credit of \$2,020,000.		
Proposed by:	Michael Roy		
Correlation to Business (Strategic) Plan			
Benefits:	<ul style="list-style-type: none"> Allows the Town to borrow funds for operations, while awaiting revenues to come in. Allows timely payments to Town suppliers and sufficient funds to cover payroll. 		
Disadvantages:	<ul style="list-style-type: none"> There are borrowing costs when the Town accesses the line of credit 		
Alternatives:	Council pass all three readings of Bylaw 01.11 Council defeat Bylaw 01.11		
Finance/Budget Implications:			
Operating Costs:		Capital Costs:	
Budget Available:		Source of Funds	
Budget Cost:		Underbudgeted Cost:	
Communication Strategy:	Copies of bylaw will be forwarded to the Chinook Credit Union to authorize the line of credit and the bylaw will be posted on the Town's website.		
Recommendations:	Council pass Bylaw 01.11		
Report Writer:	Michael Roy		
Position:	Director of Corporate Services		

...

Agenda Item # 8.3.2

CAO:

**Town of Drumheller
Bylaw No. 01.11**

**Being a Bylaw of the Town of Drumheller for the Purpose of Borrowing
Monies as Permitted by Section 256 of the Municipal Government Act.**

WHEREAS the Council of the Town of Drumheller (hereinafter called the "Corporation") in the Province of Alberta, considers it necessary to borrow certain sums of money for the purpose of:

Covering operating expenses pending the collection of monies growing due.

NOW THEREFORE pursuant to the provisions of The Municipal Government Act, it is hereby enacted by the Council of the Corporation as a bylaw that:

1. The Corporation borrow from Chinook Credit Union ("Chinook") up to the principal sum of \$2,020,000.00 repayable upon demand at a rate of interest per annum not to exceed the Prime Lending Rate from time to time established by Chinook, and such interest will be calculated daily and due and payable monthly on the last day of each and every month.
2. The Chief Elected Officer and the Chief Administrative Officer are authorized for and on behalf of the Corporation:
 - (a) to apply to Chinook for the aforesaid loan to the Corporation and to arrange with Chinook the amount, terms and conditions of the loan and security or securities to be given to Chinook;
 - (b) as security for any money borrowed from Chinook
 - (i) to execute promissory notes and other negotiable instruments or evidences of debt for such loans and renewals of all such promissory notes and other negotiable instruments or evidences of debts;
 - (ii) to give or furnish to Chinook all such securities and promises as Chinook may require to secure repayment of such loans and interest thereon; and
 - (iii) to execute all security agreements, hypothecations, debentures, charges, pledges, conveyances, assignments and transfers to and in favour of Chinook of all or any property, real or personal, moveable or immovable, now or hereafter owned by the Corporation or in which the Corporation may have any interest, and any other

Agenda Item # 8.3.2

Town of Drumheller
Bylaw No. 01.11
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documents or contracts necessary to give or to furnish to
Chinook the security or securities required by it.

3. The source or sources of money to be used to repay the principal and interest owing under the borrowing from Chinook are:

Taxes, reserves, grants, etc.

4. The amount to be borrowed and the term of the loan will not exceed any restrictions set forth in The Municipal Government Act.

5. In the event that The Municipal Government Act permits extension of the term of the loan and in the event the Council of the Corporation decides to extend the loan and Chinook is prepared to extend the loan, any renewal or extension, bill, debenture, promissory note, or other obligations executed by the officers designated in paragraph 2 hereof and delivered to Chinook will be valid and conclusive proof as against the Corporation of the decision of the Council to extend the loan in accordance with the terms of such renewal or extension, bill, debenture, promissory note, or other obligation, and Chinook will not be bound to inquire into the authority of such officers to execute and deliver any such renewal, extension document or security.

6. Town of Drumheller Bylaw No. 01.10 is hereby repealed.

7. This Bylaw comes into force on the final passing thereof.

READ A FIRST TIME THIS ____ day of _____, 2011

READ A SECOND TIME THIS ____ day of _____, 2011

READ A THIRD TIME THIS ____ day of _____, 2011

Mayor

Chief Administrative Officer