

# **Town of Drumheller COUNCIL MEETING AGENDA**

**September 26, 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 2.1 Proclamation of Breast Cancer Awareness Month - October, 2011
- 4-5 2.2 Proclamation of Canadian Library Month - October, 2011
- 6 2.3 Proclamation of National Seniors Day, October 1, 2011

## **3.0 PUBLIC HEARING**

## **4.0 ADOPTION OF AGENDA**

## **5.0 MINUTES**

### **5.1. ADOPTION OF REGULAR COUNCIL MEETING MINUTES**

- 7-14 5.1.1 Regular Council Meeting Minutes of September 12, 2011

### **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**

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## **8.1. CAO**

15-25 8.1.1 RFD - Curling Rink Lease

## **8.2. Director of Infrastructure Services**

## **8.3. Acting Director of Corporate Services**

26-27 8.3.1 RFD - Badlands Community Facility - Award of Network Equipment

## **8.4. Director of Community Services**

28-32 8.4.1 RFD - Badlands Community Facility - Award of Furniture Proposal

33-37 8.4.2 RFD - Badlands Community Facility Award of Fitness Equipment Proposal

38-39 8.4.3 RFD - Badlands Community Facility Award of Software Proposal

## **9.0 PRESENTATION OF QUARTERLY REPORTS BY ADMINISTRATION**

## **10.0 PUBLIC HEARING DECISIONS**

## **11.0 UNFINISHED BUSINESS**

11.1 Councillor S. Shoff - Alberta Oil Sands Royalties

## **12.0 NOTICES OF MOTIONS**

## **13.0 COUNCILLOR REPORTS**

## **14.0 IN-CAMERA MATTERS**

**PROCLAMATION OF  
BREAST CANCER AWARENESS MONTH**

WHEREAS Breast cancer is the most common cancer in Canadian women and is a serious disease that will affect 23,400 women, 190 men and their families this year, and

WHEREAS It is of great importance that money is raised for funding breast cancer research projects and community programs, and

WHEREAS The Canadian Breast Cancer Foundation strives to be an effective advocate, a trusted leader, a respectful partner and a resourceful catalyst in creating a future without breast cancer.

THEREFORE I hereby proclaim the month of October 2011 as "Breast Cancer Awareness Month" in the [City/Town] of [Prov/Territory].

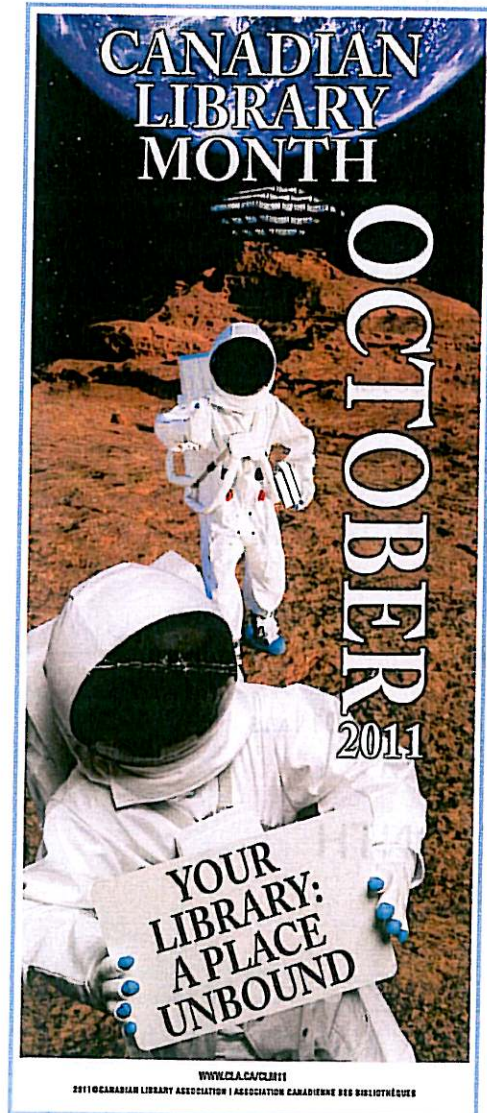
NAME Dated at [Name of /City/Town] this 1<sup>st</sup> day of October, 2011

August 27, 2011

TO: Mayor and Reeve

FROM: Lynda Lyster, Chair, Marigold Library Board

RE: **Canadian Library Month**



Libraries are places to learn, engage, discover and connect. That's why libraries are celebrating in October — celebrating libraries and the vital and valuable roles that they play in enhancing the lives of Canadians. October is Canadian Library Month.

During economic downturns, the importance of libraries is more apparent, with increases in visits, cardholders and circulation. Libraries are key partners in supporting literacy, lifelong learning, and job seeking. Libraries provide access to information in a variety of formats, including print and downloadable digital media. Libraries offer programs which educate, entertain, inform and enlighten. Leisure reading helps Canadians unwind from their busy lives.

Alberta has 310 library service points, providing public library access to over 3.4 million people (99% of the population).

There is a declaration for Canadian Library Month on the back of this memo. I invite you to use the proclamation to declare Canadian Library Month in your community.

*L. Lyster*

"The three most important documents a free society gives are a birth certificate, a passport, and a library card." - E.L. Doctorow



# CANADIAN LIBRARY MONTH

## PROCLAMATION

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- WHEREAS** libraries are vital and dynamic community assets; and
- WHEREAS** libraries promote and support both literacy and English as a second language; and
- WHEREAS** libraries are partners in fostering lifelong learning; and
- WHEREAS** libraries foster innovation, productivity and creativity; and
- WHEREAS** libraries maintain the history and culture of our communities, our nation and our world; and
- WHEREAS** libraries are centres of knowledge and gathering places for the exchange of ideas and information; and
- WHEREAS** libraries bolster economic prosperity by providing access to information, and to resources in print and electronic format; and
- WHEREAS** libraries serve everyone regardless of age, religion, social status, race, gender or language;

**NOW, THEREFORE BE IT RESOLVED** that I, Mayor Terry Yemen  
Mayor/Reeve

on behalf of the Board and citizens of the Town of Drumheller,

DO HEREBY PROCLAIM the month of October 2011 as

CANADIAN LIBRARY MONTH

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Mayor/Reeve

*Celebrate!*  
Your Library – A Place Unbound

**Proclamation of National Seniors Day**

**WHEREAS:** On November 18, 2010, Bill C-40 an Act to establish National Seniors Day, received Royal Assent. Through this legislation, October 1 is now recognized as National Seniors Day.

**WHEREAS:** The establishment of National Seniors Day builds on the many concrete measures introduced by the Government of Canada to improve the well-being and quality of life for Canada's seniors.

**WHEREAS:** Seniors play an important role in communities across Canada. They have shaped our country, raised a generation and fought for our rights and freedoms. Today, they continue to share their knowledge, time and expertise.

**WHEREAS:** National Seniors Day provides an opportunity for all of us to thank older Canadians for helping to build our country.

**NOW, THEREFORE,** I, Terry Yemen, Mayor of the Town of Drumheller, do hereby proclaim October 1, 2011 as National Seniors Day.

**Town of Drumheller  
COUNCIL MEETING  
MINUTES**

September 12, 2011 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

**ACTING DIRECTOR OF CORPORATE SERVICES:**

B. Wulff

**DIRECTOR OF COMMUNITY SERVICES:**

Paul Salvatore

**RECORDING SECRETARY:**

Linda Handy

**ABSENT:** Tom Zariski

**1.0 CALL TO ORDER**

**2.0 MAYOR'S OPENING REMARK**

- 2.1 Mayor Terry Yemen presented a letter from Hon. Hector, Goudreau, Minister of Municipal Affairs advising that a grant in the amount of \$214,560 would be received for a property affected by subsidence.
- 2.2 Councillor Andrew Berdahl stated that the second annual Drumheller Dinosaur Valley 2011 Half Marathon, 10 km and family 5 km run held on September 11<sup>th</sup> was a huge success with over 600 participants. He extended congratulations to the organizers for their hard work and involvement in hosting a great event for the community and visitors.

**3.0 PUBLIC HEARING**

**4.0 ADOPTION OF AGENDA**

**MO2011.244** Shoff, Hansen-Zacharuk moved that the agenda be adopted as presented. Carried unanimously.

**5.0 MINUTES**

**5.1. ADOPTION OF REGULAR COUNCIL MEETING MINUTES**

5.1.1 Council Meeting Minutes of August 15, 2011

**MO2011.245** Shoff, Hansen-Zacharuk moved that the regular Council meeting minutes of August 15, 2011 be adopted as presented. Carried unanimously.

**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 - Campus Alberta (Jean Madill in attendance to answer Council's questions)

R. Romanetz asked R. Telford, Economic Development Officer to speak to the matter. R. Telford advised that post secondary education in Drumheller has been a priority for Council and the Economic Development Task Force for five years. Council and Administration has met with the provincial government and educational organizations to encourage post secondary education in Drumheller. As a result of these meetings, Campus Alberta Central has offered the Town an opportunity to enter into a Memorandum of Agreement (MOA), along with other municipalities in the province. He explained that the MOA has been changed from the one presented last year and it is based on another agreement that was developed and signed with the Town of Stettler. The MOA provides Drumheller a leadership role in developing post secondary education for the community and a framework for the Town to work in collaboration with partners in the education field. The MOA is for three years and it is now a simpler process. He further stated that courses through Campus Alberta Central are already being offered in Drumheller. R. Telford introduced Jean Madill, Executive Director – Campus Alberta Central who was in attendance to answer any questions or speak to any concerns Council may have. Councillor A. Berdahl asked Jean to explain the board composition. J. Madill stated that members of the Campus Alberta Central include representation from Olds College and Red Deer College as well as municipal representatives. She further stated that Drumheller's representative is Jim Ramsbottom, former Chair, Big country Educational Consortium. She further stated that Campus Alberta website will be launched at the end of the month. Councillor Berdahl asked how Drumheller's representative was appointed to the Board. J. Madill



explained that the Board wanted some continuity with the old consortium and the new Campus Alberta and Jim Ramsbottom who was on the interim board was invited to participate. His appointment is a term appointment. Councillor J. Garbutt stated that the previous MOA proposed a detailed needs assessment. J. Madill explained that the formal needs assessment is being developed in conjunction with other colleges – information gathering will be calculated by Red Deer College's Research Department and the report should be finalized by December 31, 2011. The document will help guide the programs for 2012/13.

**MO2011.246** Garbutt, Stanford moved that Council agrees to the Memorandum of Agreement between Campus Alberta Central and the Town of Drumheller.

Discussion on Motion:

Councillor A. Berdahl stated that the system is second rate in many aspects and it would be difficult for him as a community member to accept the status quo. He stated that the Town is forced to accept programs that are not equal and the existence of this program which is heavily based on Olds and Red Deer College is being used to deny any introduction of other programs. Councillor D. Stanford stated that Council should be able to appoint the representative to the board. J. Madill stated that in terms of the programming, there are only a couple of programs being offered by Olds and Red Deer College with the remainder of other programs being offered from other Institutions. She stated that all the programs being offered are in response to the needs of the community. She stated that Campus Alberta Central has worked hard to make sure those needs are addressed. In response to both Councillors' concerns, J. Madill stated that she would take the concerns back to the Board.

Vote on Motion:

In favour – Stanford, Garbutt, Yemen, Shoff

Opposed – Berdahl, Hansen-Zacharuk

Carried.

**8.1.2 RFD - Civic Address for Badlands Community Facility**

R. Romanetz advised that at Council's Committee meeting of May 2, 2011, Council agreed to name the street fronting the Badlands Facility Community as Veterans Ways. He explained that as per the attached map the roadway access is at the west end and east end off of 2<sup>nd</sup> Street East. He further explained that once the concrete base is constructed, the cenotaph will be relocated in front of the curling rink. He recommended that the civic address of the facility be 80 Veterans Way.

**MO2011.247** Shoff, Berdahl moved that Council approve the roadway fronting the Badlands Community Facility as Veterans Way and the civic address of the facility to be 80 Veterans Way.

Discussion on Motion:

Councillor L. Hansen-Zacharuk suggested that the civic address be 45 Veterans Way which is more in line with the veterans' victorious year. R. Romanetz explained that the number 80 is in sequence with those addresses fronting Riverside Drive.

Vote on Motion:  
Carried unanimously.

#### 8.1.3 RFD - Curling Rink Lease

R. Romanetz advised that at Council's meeting of April 26, 2011, Bill Herman, Curling Club President provided an overview of their activities and the condition of the building as well as requesting a renewal to their lease. At that time, B. Herman stated that there were issues relating to the roof, washroom facility, kitchen and mould problems within the building. As well, B. Herman requested that Council consider reducing the cost of the major repairs from \$4,000 to \$2,000. At that time, Administration had committed to having the Club's roof inspected, through the Town's inspector. The report obtained recently shows the estimated cost for the patching is \$11,680 and the consultant is of the view that the roof is in poor condition and recommended that the work be done immediately. He explained that if the basic minimum work is not done, there will be significant damage specifically to the electrical components. Administration feels that budget adjustments are needed to ensure that this work is completed this year.

With regards to the renewal of the lease, R. Romanetz stated that he met with the Town's Solicitor, C. Kloot and asked him to look at redrafting the lease with a more specific location of their facility on the parcel. The lease would provide for a review on an annual basis as the lease could be terminated as a result of the potential construction of a second ice surface and a new curling rink facility. He stated that if the major repairs were reduced from \$4,000 to \$2,000, any repairs over \$2,000, such as in the case if the furnace had to be replaced, would make it the Town's responsibility. He further stated that the building was inspected today by Palm Engineering and his letter provides details repairs that are required immediately.

A. Kendrick provided a PowerPoint slide show of the maintenance issues within the curling club building. One key issue identified is that the ventilation system is not working properly and needs to be fixed so the building can dry out. Mould is on the surface and it can be cleaned up however if it is imbedded into the wood, the cost will be greater. Moisture is in the building because there is water in the building that has not drained away.

R. Romanetz advised that the majority of the routine maintenance becomes the responsibility of the Curling Club however over the last number of years issues have arisen and there are some potential costs that go with the work identified in Palm Engineering's report. He further explained that if the building is going to be around for a few more years, the roof patch job will give an additional longevity of 3-5 years. He explained that if the budget dollars were available, the entire roof would be redone should the building be around for a longer time. Council directed Administration to meet with the Curling Rink Club to discuss the issues and determine what improvements the Club can undertake. Administration to prepare a report for Council's consideration.

#### 8.1.4 RFD - Fire Truck

R. Romanetz stated that the fire truck was included in the 2011 budget and he asked B. Bachynski, Fire Chief to speak to the matter. B. Bachynski stated three Request for Proposals were received for a 2012 Freightliner Fire Truck (Pumper) with the highest



evaluated score being from Fort Garry Fire Trucks in the amount of \$331,418.85 including GST. He stated that there are currently 7 pieces of fire apparatus within the municipality with 2 that are under 20 years of service. In response to a question from Council, he explained that there are no set rules for the replacement of fire equipment however insurance companies do not recognize a piece of fire equipment that is over 20 years for insurance coverage. He explained that the fire department currently has a Fort Garry truck in their inventory that is 4 years old (located in Rosedale) and there could be cross training. He stated that another benefit is that the Fort Garry truck comes with a 20 year warranty on body corrosion and other warranty years exceeding the other bidders. R. Romanetz explained that the RFP was properly advertised through the Alberta Purchasing Connection as the amount was in excess of \$250,000. Councillor J. Garbutt noted that under the evaluation criteria 40 points was awarded to compliancy with the specifications and asked if this was normal practice. R. Romanetz stated that high points are emphasized for compliancy in equipment tenders. In response to a question from Council, B. Bachynski stated that one unit will be transferred to the East Coulee Fire Station and the current one in East Coulee will be advertised for sale.

**MO2011.248** Shoff, Hansen-Zacharuk moved that Council approve the purchase of the Fort Garry Truck in the amount of \$331,418.85 including GST. Carried unanimously.

## **8.2. Director of Infrastructure Services**

### **8.2.1 RFD - Badlands Community Facility Fibre Optics**

A. Kendrick advised that tenders for the Drumheller Fiber Optics Networks closed on August 25, 2011 with one tender received from Ace Construction in the amount of \$199,253.96 including GST. The engineering estimate for this project was approximately \$257,250.00. R. Romanetz advised that the Town proposes to tie in from the Civic Centre to the RCMP, to the Badlands Community Facility out the north end to the Arena and Aquaplex. The loop from the front of the curling rink will provide the ability to bring in Shaw. He referred to Option 1 and noted that the costs per connection would be in the range from \$18,000 to \$30,000 per site however the ongoing monthly costs would be significant in the amount of \$4,000 per month. He explained that Option 2 involves extensive capital work to connect all the buildings together however the monthly operational costs will be greatly reduced which will provide a quick payback period. A. Kendrick stated that Option 2 provides for the ability of standby power at the Civic Centre for an EOC. He further explained that next year the Town intends to partner with Solid Waste for a connection with a second loop at the Water Treatment Plant.

**MO2011.249** Garbutt, Hansen-Zacharuk that Council approve the total project costs of \$257,250.00 which include engineering and surface works allowances and the award of the tender bid to Ace Construction in the amount of \$199,253.96 including GST.

#### **Discussion on Motion:**

Councillor J. Garbutt expressed a concern that there was only one bidder. R. Romanetz advised that because the bid is in line with the estimate provided by the

engineer, the Town is not overly concerned. Councillor J. Garbutt asked if this expense was identified in the BCF budget. R. Romanetz advised that this work was not budgeted for and the expense would come out of the contingencies for the BCF project. Councillor S. Shoff asked if the Town would call for quotations for the material supply. B. Wulff stated that the RFP was posted on the Alberta Purchasing Connection. R. Romanetz advised that the materials will be an additional estimated cost of \$100,000 and the RFP will be presented to Council for approval.

Vote on Motion:

Carried unanimously.

### **8.3. Director of Corporate Services**

### **8.4. Director of Community Services**

#### **8.4.1 RFD - Selection of Heritage Consultant**

P. Salvatore stated that the Heritage Steering Committee has completed the review of proposals for the Heritage Inventory Project. The Steering Committee received three proposals with Luxton and Associates being the preferred supplier. The budget for the project was identified as \$50,000 (\$30,000 from each partner the Town, the Chamber of Commerce, and Community Futures) with the remaining \$20,000 from the Province.

**MO2011.250** Shoff, Berdahl moved that Council select Luxton and Associates as the consultant for the Heritage Inventory Project for \$49,980.00.

Discussion on Motion:

Councillor S. Shoff stated that the criteria information was missing from the package of information. P. Salvatore stated that the SC committee members filled out an evaluation sheet and they provided a recommendation. Councillor J. Garbutt asked the timeline for the inventory project to be completed. P. Salvatore stated that the inventory project must be completed by January, 2012 as per the grant agreement

Vote on Motion:

Carried unanimously.

## **9.0 PRESENTATION OF QUARTERLY REPORTS BY ADMINISTRATION**

## **10.0 PUBLIC HEARING DECISIONS**

## **11.0 UNFINISHED BUSINESS**

## **12.0 NOTICES OF MOTIONS**

### **12.1 Councillor S. Shoff - Alberta Oil Sands Royalties**

Councillor S. Shoff stated that the City of Calgary is encouraging municipalities to pass a motion or initiative to raise the profile of potential available revenues realized from increased royalties from the Alberta Oil Sands in the next 6 years. She further explained that AUMA's position is that will not publicly endorse specific revenue sharing

alternatives at this time as they want to keep all options open for discussion with the new provincial leadership. As well, they want to keep a consistent focus on education property tax as a key foundational piece of the Local Matters Campaign which is the key focus of the 2011 Convention in Calgary on September 28 to 30. Councillor S. Shoff stated that municipalities probably have a better chance of receiving a portion of the oil sands royalties than the education tax, which has been an ongoing request from municipalities over the years.

**MO2011.251** Shoff, Berdahl moved that

**WHEREAS** a June 2011 independent study entitled Economic Impact of Staged Development of Oil Sands Production in Alberta (2010 – 2035) by the Canadian Energy Research Institute shows the Government of Alberta will see oil sands royalties increase 5-fold in the next 6 years. During the entire 25 year period, the overall investments, reinvestments, and revenues from operation of the existing and under construction oil sands projects are estimated at \$2.1 trillion. Should there be additional pipelines constructed, Alberta would see an estimated increase of \$4.7 trillion to the provincial economy;

**AND WHEREAS** the study states that the oil sands impact Alberta more than any other province;

**AND WHEREAS** the Alberta oil sands are at the heart of most of the growing pressures on municipalities across the province; these pressures are causing most of the issues with regard to growth in every Alberta municipality;

**AND WHEREAS** the tax base local governments have is always a reactive tax as to what the property values are worth, with municipalities always having to play catch up; and these cash-strapped municipalities in Alberta have regularly seen higher than normal property tax increases;

**AND WHEREAS** the citizens of Alberta who are the most impacted by the oil sands should all share equally in the benefits of the oil sands royalties. A small percentage of these oil sands royalties distributed to each of the municipalities would greatly ease the growing strain and the tax burden felt by individual taxpayers;

**AND WHEREAS** even if 10% of the annual oil sands royalties, which are currently being paid to the provincial government were transferred to Alberta municipalities, the Government of Alberta would still earn a compounding annual increase of 30% in their revenues over the next 6 years;

**AND WHEREAS** the Federal, Provincial and Territorial Ministers are currently creating a national energy strategy;

**AND WHEREAS** the governing Progressive Conservative Party in Alberta is in the midst of a pivotal leadership race, which will be followed by an equally pivotal Provincial election, municipalities can be leaders in magnifying the potential opportunity to distribute a share of the royalties given to the provincial government from the oil sands to Alberta municipalities;

**NOW THEREFORE BE IT RESOLVED** that the Town of Drumheller engage the leadership candidates, and subsequently the new Premier, in a discussion to garner at least 10% of oil sands royalties from the provincial government for distribution to Alberta municipalities on a per capita basis.

Discussion on Motion:

Councillor D. Stanford suggested that Councillor Shoff propose the matter as a resolution on the floor at the AUMA Convention. R. Romanetz stated that the motion was not included in the Convention Resolution Handbook however the City of Calgary may have requested a late submission. Councillor J. Garbutt stated that the proposal is from one Alderman and not the entire City of Calgary Council and he felt that Drumheller should not publicly endorse the statement if it was not supported by all City of Calgary Council members. Councillor A. Berdahl stated that Council needs to act now so that the government is more consistent on such policies and they need to offer options so that hardships on municipalities can improve – this is a process that takes many years. Council agreed that the motion be tabled until Administration can contact the City of Calgary for an update on the matter and whether they intend to present it at the AUMA Convention.

**MO2011.252** Berdahl, Hansen-Zacharuk to table MO2011.251 for further research.  
Carried unanimously.

**13.0 COUNCILLOR REPORTS**

**14.0 IN-CAMERA MATTERS**

There being no further business, the Mayor declared the meeting adjourned at 6:05 PM.

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Mayor

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Chief Administrative Officer



## Request for Decision

Date: September 23, 2011

<b>Topic:</b>	<b>DRUMHELLER CURLING CLUB (1983) LEASE</b>		
<b>Proposal:</b>	<p>The Curling Club's lease expires November 30, 2011.</p> <p>Administration recommends renewal of the lease as per the following changes / additions:</p> <ol style="list-style-type: none"><li>1) The legal description of the Curling Club is clearly defined;</li><li>2) The renewal term is for 5 years as per Clause 2.02;</li><li>3) Addition of Clause 13.08 that the lease shall be terminated upon reasonable notice by either party in the event that the premises are to be demolished or upon erection of a new premises.</li><li>4) As per Clause 8.01(d)(iv), Administration recommends that the major cost of repairs remain at \$4,000.00 rather than reducing the costs from \$4,000.00 to \$2,000.00 as per the request of the Curling Club.</li></ol> <p>Administration is proceeding with the roof repairs at a cost of \$11,680. The Town is committed to working with the Curling Club to ensure the current conditions in the building are rectified so curling can move forward this year.</p>		
<b>Proposed by:</b>	CAO		
<b>Correlation to Business (Strategic) Plan</b>	Promotes community activities and brings visitors into the community via their tournaments.		
<b>Benefits:</b>	Allows the Curling Club to operate.		
<b>Disadvantages:</b>			
<b>Alternatives:</b>	Do not renew the lease.		
<b>Finance/Budget Implications:</b>	Roof repairs in 2011 is unbudgeted.		
<b>Operating Costs:</b>	N/A	<b>Capital Cost:</b>	
<b>Budget Available:</b>	\$0.00	<b>Source of Funds:</b>	
<b>Budget Cost:</b>	\$0.00	<b>Underbudgeted Cost:</b>	11,680.00
<b>Communication Strategy:</b>			
<b>Recommendations:</b>	That Council renew the Curling Club Lease for a further five year term expiring January 31, 2016.		
<b>Report Writer:</b>	R.M. Romanetz, P. Eng.	<b>CAO:</b>	
<b>Position:</b>	Chief Administrative Officer		

OFFICE OF THE CHIEF ADMINISTRATIVE OFFICER

Telephone: (403) 823-1339



THIS INDENTURE made with effect the day of:

BETWEEN:

**THE TOWN OF DRUMHELLER**  
(Hereinafter referred to as "the Lessor")

OF THE FIRST PART

-and -

**Drumheller Curling Club (1983)**  
(Herein referred to as "the Lessee")

OF THE SECOND PART

**LEASE**

**1. DEMISED PREMISES**

- 1.01 WITNESSETH that for and in consideration of the rents, covenants, agreements and conditions hereinafter reserved and contained on the part of the Lessee to be respectively paid, kept, observed and performed, the Lessor does demise and lease unto the Lessee, and the Lessee does hereby accept those certain lands and premises being described as the building currently erected on the lands and utilized specifically as a curling rink, on:

**Plan 3147HR, Block 34, Lot 1  
containing 10 acres more or less  
Excepting thereout all mines and minerals**

And

**Plan 3147HR, Block 34, Lot 2  
Containing 2.06 acres more or less  
Excepting thereout all mines and minerals  
(Hereinafter referred to as "the demised premises")**

**2. TERM**

- 2.01 To have and to hold the said hereby demised premises unto the Lessee for and during a term of five (5) years commencing on the first day of December, 2011 and terminating on the 30<sup>th</sup> day of November, 2016.
- 2.02 This lease includes no automatic option to renew, PROVIDED HOWEVER it is specifically understood and agreed that either party hereto may, on or before 31<sup>st</sup> January, 2016, negotiate with the other party; with respect to a renewal hereof, on such terms and conditions as the parties at that time may



deem appropriate, FURTHER PROVIDED HOWEVER it is specifically understood and agreed that the renewal of the within Lease, if any, shall be at the sole discretion of the Lessor.

3. RENT

- 3.01 Yielding and paying therefore unto the Lessor a yearly rental of One (\$1.00) Dollar;
- 3.02 In addition, yielding and paying therefore unto the Lessor a sum equivalent to its share of annual electrical consumption as calculated by the Lessor. The Base Rate used in calculating the sum due by the Lessee is the Retail Commodity Price per kilowatt- hour charged to the Lessor as established by contract between the Lessor and its Supplier from time to time, multiplied by the prorated use of the ice making equipment, compressor, condenser and full use of their brine pump located at the Drumheller Arena/Curling Club. Payment, being a partial recovery of utility costs with respect to the demised premises, shall be paid annually in arrears and within sixty days of receipt of billing from the Lessor .
- 3.03 The said rental payment and partial recovery of utility costs, aforesaid, shall be paid by the Lessee to the Lessor, at the Lessor's address at Drumheller, Alberta.

4. USAGE, CHANGES AND ALTERATIONS

- 4.01 The Lessee may utilize the demised premises for the purposes of a curling club and social and other purposes related to the activities of a curling club, but for no other purpose without prior consent of the Lessor first had and obtained, which will not be unreasonably withheld.
- 4.02 The Lessee shall have the right at any time and from time to time during the term of this lease or any renewal thereof, to make such changes, alterations, additions or extensions in, to, or upon the demised premises (excluding structural changes however) as the Lessee shall deem necessary or desirable in connection with the requirements of its operations; PROVIDED HOWEVER, that the Lessee shall not make any changes, alterations, additions or extensions without first securing the written consent of the Lessor, which consent shall not be unreasonably withheld.
- 4.03 While the Lessee shall be entitled to make alterations and improvements to the demised premises in accordance with the terms of this Lease, it is specifically agreed that:
  - a) The Lessee shall be solely responsible for payment of all costs related to such alterations or improvements, and shall indemnify and save harmless the Lessor with respect thereto;

- b) Such alterations and improvements shall not in any event weaken the demised premises and plans of structural changes shall be submitted to the Lessor for its consent, such consent not to be unreasonably withheld.

**5 LIENS**

- 5.01 The Lessee shall not suffer or permit during the lease any builders' or other liens for work, labour, services or materials ordered by the Lessee or for the cost of which the Lessee in any way be obligated, to attach to the demised premises or a portion thereof, or to any improvements erected upon the same, and that whenever and so often, if ever, as any such lien shall be filed or shall attach, the Lessee will within ninety (90) days thereafter either pay the same or procure the discharge thereof by giving security or in such other manner as is or may be required or permitted by law.

**6. RETURN OF PREMISES**

- 6.01 Upon the expiration, or sooner termination of the tenancy hereby created:
  - a) The Lessee will surrender the demised premises to the Lessor, and will surrender all keys for the demised premise to the Lessor at the place then fixed for the payment of rent.
  - b) All alterations, additions, improvements and other fixtures on the premises at the commencement of the term hereof, and as shall be added to the demised premises, if any, in accordance with the terms of this Lease shall remain upon the demised premises and shall be the property of the Lessor upon the expiration of the term.

**7. LESSOR'S COVENANTS**

- 7.01 The Lessor covenants with the Lessee as follows:

- a) Quiet Enjoyment

The Lessor hereby covenants that the Lessee shall and may peaceably possess and enjoy the demised premises for the term hereby granted and any renewal thereof, if any, without any interruption or disturbance from the Lessor or any other person or persons lawfully claiming by, from or under the Lessor.

- b) Title

The Lessor covenants that it has good title to lease the demised premises, and that the same are fit for the Lessee's purpose, namely a curling club.

c) Fire Insurance

During the term of this Lease the Lessor shall maintain insurance coverage on the demised premises as well as the equipment, fixtures, and machinery therein, for fire, vandalism, and malicious mischief, with an extended perils endorsement and building by-law endorsement and for all other risks as may in the sole discretion of the Lessor be required, to the full replacement value thereof, with loss payable endorsement in favour of the Lessor.

d) Repairs, replacement of Premises and Equipment

(i) The Lessor undertakes to investigate all notifications by the Lessee of major defects and faults in the demised premises and equipment within a reasonable time.

(ii) The Lessor undertakes to maintain, repair and replace, as needs be, such major defects or faults as is reasonable and practicable, given budgetary and time constraints and available labour at the Lessors own cost.

**8. LESEE'S COVENANTS**

8.01 The Lessee covenants with the Lessor as follows:

a) Payment of Rent

The Lessee will, during the term, promptly pay or cause to be paid unto the Lessor the rent reserved and utility costs, hereinbefore mentioned, without any deductions whatsoever, and to keep and perform and to permit no violation of each term and condition herein contained on the part or on behalf of the Lessee;

b) Insurance

The Lessee shall maintain in force and effect and shall provide to the Lessor a certified copy of such policy of insurance, and such insurance coverage to provide the following:

- i) General public liability insurance and property damage insurance against claims for personal injury, death, or property damage occurring in, on or about the demised premises in an amount of not less than \$2,000,000.00 per

## ***Agenda Item # 8.1.1***

occurrence, and the Lessor shall be shown as insured party upon such policies of insurance.

### **c) Additional Fees**

The Lessee shall pay promptly when they fall due all license fees, assessments and other charges directly related to the business of the Lessee not hereinbefore, required to be paid by the Lessor or the Lessee to any Government authority for the business conducted on the demised premises.

### **d) Repairs**

- i) The Lessee throughout the term of this lease or any renewal thereof, if any, shall maintain the demised premises and keep them in good and substantial repair and condition, including all equipment and improvements contained therein, and to make all necessary repairs to the demised premises to the intent that the same shall be at all times kept in good and leasable condition for the purpose for which the demised premises are being used;
- ii) It is expressly agreed, that the Lessee's repair obligations shall extend to all repairs of a minor nature or sort with respect to the demised premises and equipment, and without restricting the generality of the aforesaid shall include repairs necessitated by reason of reasonable wear and tear, and any and all repairs to the heating system, the water system, the electrical system or the supporting structure of the building, outside walls or interior bearing walls.
- iii) the Lessee shall promptly advise the Lessor in writing of any defect or fault to the demised premises and equipment of a major nature that requires repair or replacement by the Lessor.

- iv) A repair, defect or fault is be deemed to be major if the cost of repair or replacement of same is in excess of \$4000.00 dollars (FOUR THOUSAND)

### **e) View State of Repair**

The Lessor and its agents at all reasonable times during the term hereof shall have the right to enter the demised premises and to examine the condition thereof and view the state of repair and the Lessee will

## **Agenda Item # 8.1.1**

promptly effect such repair as the Lessor, from time to time, may require according to notice.

### **f) Compliance with By-Laws**

The Lessee will comply with the requirements of every applicable statute, law and ordinance and order concerning the day-to-day conduct of the Lessee's business upon the demised premises.

### **g) Acts Conflicting with Insurance**

The Lessee shall comply with any applicable regulation or order of any applicable fire underwriters association or of any body having similar function or of any liability or fire insurance company by which the Lessor and/or the Lessee may be insured with respect to the demised premises.

### **h) Indemnity**

The Lessee shall, subject to the provisions of this lease, indemnify and save harmless the Lessor from any and all liabilities, damages, costs, claims, suits or actions growing or arising out of any damage to property occasioned by the use and occupation of the demised premises and any injury to any person or persons, including death, resulting at any time there from, for which the Lessor can, shall or may be held liable and arising out of the use and occupation of the demised premises or any part thereof, unless such liability, costs, damages, claims, suits or actions, injuries or deaths, arise out of the negligence of the Lessor, its servants, agents, contractors, or employees, or others for whom the Lessor is responsible at law, in which case the Lessee shall not be liable or accountable to the Lessor.

### **i) Assignment and Subletting**

The Lessee shall not be entitled to assign or sublet the demised premises without the prior written consent of the Lessor, which consent shall not be unreasonably withheld.

### **j) Surrender**

The Lessee will, at the expiration of the term hereof, peaceably surrender and yield up to the Lessor the demised premises with appurtenances thereto in good and substantial repair and condition.

**9. DEFAULT**

- 9.01 If the Lessee shall fail to pay the partial recovery of utility costs, as specified aforesaid, on or before March 31<sup>st</sup> each year, and if the Lessee shall continue in default for a period of thirty (30) days after written notice thereof by the Lessor has been delivered to the Lessee, or if the Lessee shall fail to promptly keep and perform any other covenant of this lease strictly in accordance with the terms of this lease and shall continue in default for a period of thirty (30) days after written notice thereof by the Lessor of default and demand of performance has been delivered to the Lessee, then, and in such event, and as often as any such event shall occur, the Lessor may declare the said term ended and enter into the demised premises either with or without process of law, and expel the Lessee or any other person occupying the same in or upon said demised premises, using such force as may be necessary to do so, and so to repossess and enjoy the demised premises.

HOWEVER, if any default shall occur, other than in payment of money, which cannot with due diligence be cured within a period of thirty (30) days and the Lessee, prior to the expiration of thirty (30) days from and after the giving of notice as aforesaid, commences to eliminate the cause of such default then the Lessor shall not have the right to declare the said term ended by reason of default.

IN THE EVENT that the demised premises during the term hereof shall be left or become vacant, and the Lessee shall fail to make payment of partial recovery of utility costs, as set out aforesaid, the Lessor or his agents may re-enter the demised premises, and re-let the demised premises. It shall be lawful for the Lessor with such assistance as he may require at any time during the day to enter in upon the demised premises and for that purpose to break and force open any doors or locks.

**10. WAIVER**

- 10.01 No waiver by either party or any breach by the other party of any of its obligations, agreements or covenants hereunder shall be a waiver of any subsequent breach of any other obligation, agreement or covenant, nor shall any forbearance by either party to seek a remedy for any breach by the other party be a waiver of its rights and remedies with respect to such or any subsequent breach.

**11. LESSOR'S CURING OF LESSEE'S DEFAULTS**

- 11.01 In the event of default by the Lessee in performance of any of its obligations hereunder other than the payment of partial recovery of utility costs as aforesaid, the Lessor may perform the same and the amount of any expenditures made by the Lessor in connection therewith shall be deemed



to be rent payable hereunder and shall be reimbursed to the Lessor by the Lessee on demand, and from the date of demand (and after payment by the Lessor) interest shall arise at the rate of fifteen (15%) per cent per annum thereon. Nothing herein shall be construed as an obligation by the Lessor to remedy any default of the Lessee.

**12. HOLDING OVER**

- 12.01 The Lessee shall have up to thirty (30) days following the expiry of the initial term or of any renewal term, as the case may be, to vacate the demised premises, with the rent to be prorated accordingly for such period of overholding. Should the Lessee hold over thereafter for any reason, the tenancy of the Lessee shall thereafter be from month to month only and shall be subject to all terms and conditions of the lease except as to the duration in the absence of a written agreement to the contrary.

**13. MISCELLANEOUS**

**13.0 Prospective Purchasers and Lessees**

The Lessor shall be entitled to show the property and the demised premises to prospective purchasers throughout the duration of this lease and to proposed lessees during the last three (3) months of the term of this lease, or any renewal thereof, at reasonable times during business hours; provided that the Lessor shall give the Lessee twenty four (24) hours notice of the inspection of such purchaser or lessee.

**13.02 Sale or Mortgage by Lessor**

Subject to the continued priority of the leasehold interest of the Lessee created by this lease or any extension thereof, the Lessor shall be entitled to grant a mortgage or charge (which shall be deemed to include any debenture(s), mortgage(s), deed(s) of trust or other evidence of security given by way of assignment, sublease, and/or charge of such reversionary interest of the Lessor created by this lease or any extension thereof, together with all renewals, modifications, consolidations, replacements and extensions of any such mortgage or charge and/or transfer and assign to a purchaser the reversionary interest of the Lessor created by this lease or extension thereof, the Lessee covenants and agrees that in the event of a sale or default by the Lessor under any such mortgage or charge, the Lessee will attorn to and become the Lessee of such purchaser or the holder of a charge of the Lessor's interest, provided that the Lessee shall not be required to grant such priority in such circumstances or any other circumstances, unless and until such mortgagee or charge holder has provided the Lessee with an agreement in writing providing that such mortgagee or chargeholder will permit the Lessee, so long as it is not in default under the terms of this lease, to remain in possession of the demised premises under this lease,

## ***Agenda Item # 8.1.1***

notwithstanding any default by the Lessor under any such mortgage or charge.

### **13.03    Remedies Cumulative**

It is understood and agreed that the specific remedies to which the Lessor may resort under this lease are cumulative and not exclusive of any other remedies to which the Lessor may be lawfully entitled and the Lessor shall be entitled to pursue any and all its remedies against the Lessee concurrently and consecutively and alternatively.

### **13.04    Notices**

Any notice to be given by any party to the other party shall be well and sufficiently given if delivered by hand to or deposited in any Government Post Office, registered, postage prepaid and addressed to:

THE LESSOR  
703-2<sup>nd</sup> Avenue West  
Drumheller, Alberta  
T0J 0Y3

THE LESSEE  
PO Box 970  
Drumheller, Alberta  
T0J 0Y0

Or to such other address as any party may have last notified the other in writing, and shall be deemed to have been received if delivered, when delivered, and if mailed, on the second business day (exclusive of Saturdays, Sundays, and Statutory Holidays) after such mailing thereof. Provided always that in the event of disruption of mail service by strike, slow down or otherwise, notice shall be given by delivering same to the parties hereto may, from time to time, change their addresses upon giving notice of such change to the other.

### **13.05    Time is of the Essence**

Time is of the essence of this lease and of every term and provision hereof and the parties agree that no waiver of nor neglect to enforce any right under this lease shall be deemed a waiver of such right upon any subsequent breach of same or any other covenant, agreement or condition herein contained.

### **13.06    Interpretation**

## **Agenda Item # 8.1.1**

This lease shall be governed by and construed and interpreted in accordance with the laws of the Province of Alberta. The headings are inserted for the purpose of convenience only and are to be excluded from and construction or interpretation on the lease. Any reference in this lease to a paragraph by number shall mean the appropriate paragraph of this lease unless the context otherwise requires. Whenever the singular, masculine or neuter are used throughout this lease the same shall be construed as meaning the plural or the feminine or the neuter or the body politic or corporate where the context hereto requires.

Unless the contrary intention appears, the words, "Lessor" and "Lessee" wherever they appear in the lease shall mean respectively "Lessor, its successors and/or assigns" and if there is more than one Lessor or Lessee, or the Lessee or Lessor is a female person or a corporation, this lease shall be read with all grammatical changes appropriate by reason thereof; and words imparting the singular shall include the plural (and vice versa) where the context or circumstances so require; and if two or more persons are lessee, all obligations shall be joint and several.

### **13.07 Successors and Assigns**

This lease shall be binding upon the parties hereto and their respective successors and assigns, and shall run with the land.

### **13.08 Termination on demolition**

This lease shall be terminated upon reasonable notice by either party in the event that the Premises are to be demolished. Upon erection of new Premises a further lease shall be entered into by the parties.

IN WITNESS WHEREOF the parties hereto have set their hands and seals as of the day and year first above written.

TOWN OF DRUMHELLER

Per: \_\_\_\_\_

Per: \_\_\_\_\_

DRUMHELLER CURLING CLUB

Per: \_\_\_\_\_

Per: \_\_\_\_\_



# DRUMHELLER

## COMMUNITY SERVICES

Agenda Item # 8.3.1



### Request for Decision

Date: September 26, 2011

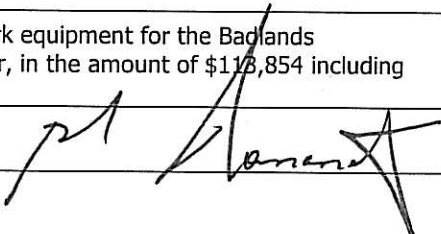
Topic:	Network Equipment at Badlands Community Facility		
Proposal:	<p>There is a large amount of switching equipment that is required for the network cabling installed for the computer network and telephone system. Because of security concerns, the intention is to make all the data connections live with the capability of being able to make them non-active when required, for example, having some connections password protected or having that switch turned off when not required. There is a small redundancy included in the inventory to allow for quick replacements during failures. Because of this redundancy requirement we have to purchase all the equipment at the same time so all the model numbers are the same.</p> <p>Three firms were invited to quote: two local firms of which only one responded, and one firm from Calgary, our Network Management company.</p> <p>Reality Bytes of Drumheller quoted \$113,854 including GST. MSI of Calgary quoted \$117,481 including GST.</p> <p>It is proposed that the order be awarded to the lowest firm, being Reality Bytes.</p>		
Proposed by:	Bill Wulff, Director of Corporate Services (Acting)		
Correlation to Business (Strategic) Plan	There are monies available in the contingencies portion of the Badlands Community Facility Capital Budget.		
Benefits:	The advantage of purchasing all the equipment at the same time is to all for redundancy for quick replacement when required, even if it is during the evening or weekend.		
Disadvantages:	The equipment not immediately required is not purchased now, the savings would be about \$25,000, but would eliminate the redundancy and quick response to activating unused connections.		
Alternatives:	N/A		
Finance/Budget Implications:	N/A		
Operating Costs:	N/A	Capital Cost:	\$113,854 including GST
Budget Available:	N/A	Source of Funds:	BCF Capital program
Budget Cost:		Underbudgeted Cost:	

#### CORPORATE SERVICES

Telephone: (403) 823-1311

Network Equipment for BCF.doc	Created By: William Wulff 9/21/11 9:21 PM	Page 1
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## Agenda Item # 8.3.1

<b>Communication Strategy:</b>	Both firms will be informed of the results with the lowest firm being invited to place the order immediately.		
<b>Recommendations:</b>	That Council approve the purchase of the network equipment for the Badlands Community Facility to Reality Bytes of Drumheller, in the amount of \$118,854 including GST.		
<b>Report Writer:</b>	Bill Wulff	CAO:	
<b>Position:</b>	Director of Corporate Services (Acting)		

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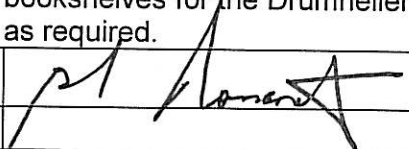



### Request for Decision

Date: September 21, 2011

<b>Topic:</b>	<b>Badlands Community Facility – Furniture Purchases</b>
<b>Background:</b>	<p>The project management team has been working with GEC to determine key purchase decisions for furnishings for the final outfitting requirements for the Badlands Community Facility.</p> <p>Requests for proposals were prepared and an open bidding process was followed – as per the Town of Drumheller's purchasing policies and rules and regulations established under the current New West Partnership Trade Agreement.</p> <p>GEC has included identified a list of necessary furniture in consultation with representatives of the Design Committee and Town Administration.</p> <p>Proposals were received from 9 different suppliers (some proposers provided several options) as follows:</p> <ul style="list-style-type: none"><li>a. Grand and Toy</li><li>b. Staples</li><li>c. RGO</li><li>d. HBI</li><li>e. Allwest</li><li>f. Carr McLean</li><li>g. Longbow</li><li>h. PS Furniture</li><li>i. Canadian Curtain</li></ul> <p>Proposals received - ranged in value (and conformity with the items requested in the proposal call) There was no proposer that was able to supply 100% of the items listed in the original request. Evaluation criteria included a) compliance with RFP documents b) quality c) aesthetics d) cost e) delivery d) agreement terms</p> <p>As a result – GEC and the Project Management committee note in the attached letter – that a proposal that would combine items from the listings provided by RGO and Grand and Toy would be most advantageous, in terms of quality and functionality of the pieces identified in the listing.</p> <p>The recommendation calls for RGO to supply \$314,701.80 of furnishings – some of which RGO will acquire through Grand and Toy.</p>
<b>Proposed by:</b>	Administration



<b>Correlation to Business (Strategic) Plan</b>	The Badlands Community Facility will contribute to the revitalization of downtown Drumheller in addition to providing community lifestyle activities while also increasing the general quality of life for residents and visitors to our community.		
<b>Benefits:</b>	Furniture is required for the operation of the BCF. Enables the Town to move forward on the outfitting of the Badlands Community Facility. Reinforces the goals for the Badlands Community Facility.		
<b>Disadvantages:</b>	<ul style="list-style-type: none"> <li>▪ Significant investment in equipment</li> <li>▪ Will require long term capital investment and replacement as required.</li> </ul>		
<b>Alternatives:</b>	<ul style="list-style-type: none"> <li>▪ Take no action – use space without furniture</li> <li>▪ Reduce / or increase the number of pieces / quality of pieces identified for selection</li> <li>▪ Reject all proposals and restart the RFP process.</li> </ul>		
<b>Finance/Budget Implications:</b>	The recommendation calls for the allocation of \$314,701.80 – with an additional \$40,000 contingency for powder coating of existing bookshelves for the Drumheller Municipal Library and additional furniture as required.		
<b>Operating Costs:</b>	-0-	<b>Capital Cost:</b>	<b>\$354,701.80</b> Including gst
<b>Budget Available:</b>	\$1,000,000	<b>Source of Funds:</b>	BCF Project Budget
<b>Budget Cost:</b>	<b>\$354,701.80</b> Including gst	<b>Underbudgeted Cost:</b>	-0-
<b>Communication Strategy:</b>	Inform the media and potential future facility users / stakeholders.		
<b>Recommendations:</b>	That Council approve the purchase of furniture from RGO Office Products for the value of \$314,701.80 including gst with an additional contingency of \$40,000 for powder coating of existing bookshelves for the Drumheller Municipal Library and additional furniture as required.		
<b>Report Writer:</b>	Paul Salvatore	<b>CAO:</b>	
<b>Position:</b>	Director of Community Services		
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**Project 5129**

By Email

September 22, 2011

**Town of Drumheller**  
703 – 2nd Avenue West,  
Drumheller, Alberta  
T8L 2S5

**Attention: Ray Romanetz**

Dear Ray:

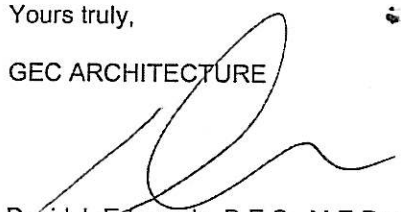
**Re: Drumheller Community Facility – Furniture RFP Award**

We see no reason to not award the contract to RGO Office Products for the value of \$314,701.80 inclusive of GST. None of the proponents submitted a complete bid. RGO was the lowest bidder meeting the specifications for the majority of the furnishings. RGO's bid included managing the move for the new and existing furniture. We note that for specific items Grand & Toy provided lower pricing. An award to RGO assumes that they will procure these items from Grand & Toy as noted. Please see the attached spreadsheet that outlines the products being supplied under this award and whom they're being supplied by.

We also recommend that the Town of Drumheller carry a \$40,000 contingency for the powder coating of the existing bookshelves and additional furniture as required.

Yours truly,

GEC ARCHITECTURE

  
David J. Edmunds, B.E.S., M.E.Des (Arch),  
Architect, AAA, MAIBC, FRAIC, LEED™ AP  
Partner

/s/  
Encl.

H:\5100 - 5149\5129 Badlands Multi Use Facility\3.0 Client Correspondence\3.1 Client\Letters\romanetz  
tender award RGO sept22.11.docx

GEC Architecture  
Calgary:  
1110 1st Street SW  
Calgary, Alberta, T2R 0V1 Canada  
T 403.283.7796 F 403.283.7779

Edmonton:  
Suite 104, 10345 105 Street  
Edmonton, Alberta, T5J 1E8 Canada  
T 780.421.8060 F 780.756.9015

gecarchitecture.com

**PARTNERS**

**David Edmunds**  
Architect, AAA, MAIBC, FRAIC, LEED® AP

**Ken Cartier**  
Architect, AAA, MAIBC, FRAIC, LEED® AP

**Martin Jones**  
Architect, AAA, MAIBC, FRAIC, LEED® AP

**Andrew Tankard**  
Architect, AAA, MAIBC, FRAIC, LEED® AP

**Michael Woodland**  
Architect, AAA, MAIBC, FRAIC, LEED® AP



## Agenda Item # 8.4.1

Badlands Community Facility Furniture Purchase Order					
Furniture Code	Furniture Item	QTY	Price	Extended Price	Supplier
	Roller Shades	1	\$		RGO
CH-01	Lounge Chair	13	\$		RGO
CH-01A	Lounge Chair	8	\$		RGO
CH-02	Task Chair	14	\$		RGO
CH-03	Meeting and Computer Use Chair	24	\$		RGO
CH-04	Stacking Chair	28	\$		RGO
CH-05	Side Chair	32	\$		RGO
CH-05A	Side Chair	3	\$		RGO
CH-06	Block Seating	9	\$		RGO
CH-07	Stacking Chair	44	\$		RGO
CH-08	Café Chair	12	\$		RGO
CH-09	Art Stools	14	\$		Grand & Toy
CH-10	Banquet Stacking Chair	600	\$		Grand & Toy
CH-10A	Banquet Transport Trolley	30	\$		Grand & Toy
CH-11	Children's Computer Chair	2	\$		RGO
CRED-01	Credenza	1	\$		RGO
TB-01	Coffee Table	4	\$		RGO
TB-02	Study / Computer Table	6	\$		RGO
TB-02A	Study/ Computer Table	8	\$		RGO
TB-02B	Study / Computer Table	3	\$		RGO
TB-03	Flip Top Meeting Table	11	\$		RGO
TB-03A	Flip Top Meeting Table	2	\$		RGO
TB-03B	Flip Top Meeting Table	8	\$		RGO
TB-04	Café Table	1	\$		RGO
TB-05	Computer Search Stations	3	\$		RGO
TB-06	Children's Table	1	\$		RGO
TB-07	Folding Round Banquet Table	45	\$		RGO
TB-07A	Banquet Table Storage Trolley	6	\$		RGO
TB-08	Folding Rectangle Banquet Tables	15	\$		RGO
TB-09	Café Table	3	\$		RGO
TB-10	Children's Computer Table	2	\$		Grand & Toy
STA-01	Library Stack	13	\$		RGO
STA-02	Library Stack	23	\$		RGO
STA-03	Library Stack	12	\$		RGO
STA-04	Library Stack	18	\$		RGO
BNCH-01	Bench	3	\$		RGO
BNCH-02	Bench	3	\$		RGO
BNCH-03	Lounge	1	\$		RGO
STG-01	Storage Unit	1	\$		Grand & Toy
STG-03	Media Display	2	\$		RGO
STG-04	Storage Unit	1	\$		Grand & Toy
STG-05	Perforated Shelf	8	\$		Grand & Toy
STG-06	Open Storage	1	\$		Grand & Toy

## Agenda Item # 8.4.1

Badlands Community Facility Furniture Purchase Order					
Furniture Code	Furniture Item	QTY	Price	Extended Price	Supplier
STG-07	Paint Storage	1			Grand & Toy
WKSTN-01	Large Pedestal	1			RGO
WKSTN-02	Workstation	4			RGO
WKSTN-03	Workstation	1			RGO
EQP-01	Kiln	1			RGO
EQP-02	Portable Coat Rack	5			Grand & Toy
EX-01	Newspaper Storage (Existing)	1			RGO
EX-02	Newspaper Display Rack (Existing)	1			RGO
EX-03	Magazine Stack (Existing)	7			RGO
EX-04	Workstation (Existing)	1			RGO
EX-05	Library Stack (Existing)	57			RGO
EX-06	Library Stack (Existing)	19			RGO
EX-07	Library Stack (Existing)	4			RGO
EX-08	Canvas Wrapped Tables (Existing)	4			RGO
EX-09	Potters Wheel (Existing)	7			RGO
EX-10	Slab Roller (Existing)	1			RGO
SUBTOTAL				\$ 267,601.00	
PROJECT MANAGEMENT				\$ -	
FREIGHT				\$ -	
DELIVERY & INSTALLATION				\$ 18,515.00	
MOVING COSTS				\$ 13,600.00	
GST				\$ 14,985.80	
TOTAL COST OF OF BID				\$ 314,701.80	



# DRUMHELLER

## COMMUNITY SERVICES

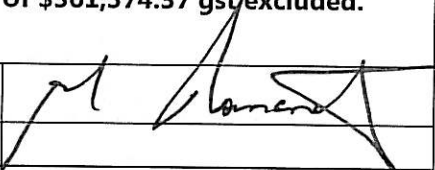

Agenda Item # 8.4.2



### Request for Decision

Date: September 21, 2011

<b>Topic:</b>	<b>Badlands Community Facility – Fitness Purchases</b>
<b>Background:</b>	<p>The Project Management committee has been working with a Fitness Equipment Focus Group over the past several months to determine key purchase decisions for Fitness Equipment as part of the final outfitting requirements for the Badlands Community Facility.</p> <p>In each category, Requests for proposals were prepared and an open bidding process was followed – as per the Town of Drumheller's purchasing policies and rules and regulations established under the current New West Partnership Trade Agreement. (Formerly TILMA)</p> <p>The following recommendation for the selection of fitness equipment also included the direct involvement of community members, as part of a focus group that toured Genesis Place (Airdrie) Mount Royal University (Calgary) and Westside Leisure Centre on September 9, 2011. Each location was selected for the tour based on the active use of fitness equipment by suppliers that had submitted proposals to us earlier this Summer. The total budget available for all equipment in the fitness centre and fieldhouse – is identified in the project budget as \$500,000.</p> <p>Proposals for Fitness Equipment were received by:</p> <ul style="list-style-type: none"><li>a. National Fitness – Inglewood Ontario (partial submission)</li><li>b. Johnson Health Teck North America – (incomplete)</li><li>c. Go Mango Fitness Equipment– (Complete)</li><li>d. Apple Fitness Store – (Complete)</li><li>e. Fitsystems –</li></ul> <p>Proposals received - ranged in value from \$272,862.00 to \$460,098.27. Of the proposals received, there was significant variation in the quality and quantity of items, in addition to variations with warranty and service information.</p> <p>Evaluation averages based on matrix of Presentation (10%), Product (45%), Warranty (10%), Training program (5%), Service (15%), cost (15%)</p>
<b>Proposed by:</b>	Administration
<b>Correlation to Business (Strategic) Plan</b>	The Badlands Community Facility will contribute to the revitalization of downtown Drumheller in addition to providing community lifestyle activities while also increasing the general quality of life for residents and visitors to our community.
<b>Benefits:</b>	<p>High Quality fitness equipment is expected to increase participation within the Badlands Community Facility.</p> <p>Enables the Town to move forward on the outfitting of the Badlands Community Facility.</p> <p>Reinforces the goals for the Badlands Community Facility.</p>

<b>Disadvantages:</b>	<ul style="list-style-type: none"> <li>▪ Significant investment in equipment</li> <li>▪ Will require long term capital investment and replacement as required.</li> <li>▪ Will increase competition in the local market place</li> </ul>		
<b>Alternatives:</b>	<ul style="list-style-type: none"> <li>▪ Take no action – use space without equipment</li> <li>▪ Reduce / or increase the number of pieces / quality of pieces identified for selection</li> </ul>		
<b>Finance/Budget Implications:</b>	The recommendation calls for the allocation of \$361,574.37 gst excluded – of the budgeted \$500,000.00 total purchase for equipment within the Fitness Centre and Fieldhouse. The remaining funds – will be allocated for the purchase of Fieldhouse equipment as required.		
<b>Operating Costs:</b>	-0-	<b>Capital Cost:</b>	<b>\$361,574.37 gst excluded</b>
<b>Budget Available:</b>	\$500,000	<b>Source of Funds:</b>	BCF Project Budget
<b>Budget Cost:</b>	<b>\$361,574.37 gst excluded</b>	<b>Underbudgeted Cost:</b>	-0-
<b>Communication Strategy:</b>	Inform the media and potential future facility users / stakeholders.		
<b>Recommendations:</b>	That Council <b>approve the purchase of fitness equipment – from Apple Fitness (Calgary) in the amount of \$361,574.37 gst/excluded.</b>		
<b>Report Writer:</b>	Paul Salvatore	<b>CAO:</b>	
<b>Position:</b>	Director of Community Services		
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Badlands Community  
Facility  
EQUIPMENT QUOTE FORM

**Agenda Item # 8.4.2**

**6.0 QUOTATION FORM - FITNESS EQUIPMENT RFP**

		OPTION A: Premium		OPTION B: Inspire		OPTION C: Integrity	
Suggested Program Equipment or equal	Estimated Quantity	Cost/Unit (\$'s)	Total Quoted Price (\$'s)	Cost/Unit (\$'s)	Total Quoted Price (\$'s)	Cost/Unit (\$'s)	Total Quoted Price (\$'s)
<b>CARDIO MACHINES</b>							
Touch-Screen Treadmill	8						
Touch-Screen Cross-Trainer	8						
Touch-Screen Recumbent Bike	4						
Touch-Screen Upright Bike	6						
Touch-Screen Rower	2						
<b>Other Cardio Equipment</b>							
Keiser M3C Indoor Cycle	13						
Integrity Stairblimber	1						
Jacobs Ladder	1						
Treixter Xdream Bike	2						
<b>Strength</b>							
Chest Press	1						
Pectoral Fly/Rear Deltoid	1						
Shoulder Press	1						
Fixed Pulldown	1						
Seated Row	1						
Seated Leg Press	1						
Leg Extension w/Adjustable Start	1						
Seated Leg Curl w/ Adjustable Start	1						
Hip Adduction	1						
Hip Abduction	1						
Triceps Extension	1						
Biceps Curl	1						
Dip/Chin Assist	1						
Dual Adjustable Pulley	1						
<b>Other Strength Equipment</b>							
Dual Adjustable Pully Console	1						
<b>Other Tower Systems</b>							
MJB 8 Stack Tower	1						
MJAXO Adjustable Cable Cross Over	1						
MJLP Lat Pulldown	1						
MJLPD Dual Pulley Pulldown	1						
MJRW Row	1						
MJRW Dual Pulley Row	1						
MJAP Adjustable Pulley	1						
MJTP Triceps Pushdown	1						
Multi Jungle Handle Rack	2						
<b>Free Weight</b>							
Olympic Flat Bench	1						
Olympic Incline Bench	1						
Adjustable Bench	4						
Arm Curl Bench	1						
Smith Machine	1						
Adjustable AB Bench	1						
Chin/Dip/Leg Raise	1						
45 Degree Back Extension	1						
IGX Urethane DB's 5-50 (5 lb increments)	1						
IGX Urethane DB's 55-100 (5 lb increments)	1						

Badlands Community  
Facility  
EQUIPMENT QUOTE FORM

**Agenda Item # 8.4.2**

**6.0 QUOTATION FORM - FITNESS EQUIPMENT RFP**

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Suggested Program Equipment or equal	Estimated Quantity	Cost/Unit (\$'S)	Total Quoted Price (\$'s)	Cost/Unit (\$'S)	Total Quoted Price (\$'s)	Cost/Unit (\$'S)	Total Quoted Price (\$'s)
Two-Tier Dumbbell Rack	2						
*Barbells (20-110)	1						
1lb Umax Urethane Aerobic Bell Dumbell ( pair )	6						
2lb Umax Urethane Aerobic Bell Dumbell ( pair )	6						
3lb Umax Urethane Aerobic Bell Dumbell ( pair )	5						
4lb Umax Urethane Aerobic Bell Dumbell ( pair )	5						
5lb Umax Urethane Aerobic Bell Dumbell ( pair )	4						
6lb Umax Urethane Aerobic Bell Dumbell ( pair )	4						
7lb Umax Urethane Aerobic Bell Dumbell ( pair )	4						
8lb Umax Urethane Aerobic Bell Dumbell ( pair )	4						
9lb Umax Urethane Aerobic Bell Dumbell ( pair )	2						
10lb Umax Urethane Aerobic Bell Dumbell ( pair )	2						
12lb Umax Urethane Aerobic Bell Dumbell (pair)	1						
15lb Umax Urethane Aerobic Bell Dumbell (pair)	1						
UMAX Aerobic Bell Rack ( holds 44 pairs)	1						
Barbell Rack	1						
8' Power Rack	1						
Plate-Load Leg Press	1						
Seated Calf Press	1						
<b>Other Free Weight</b>							
Deluxe Weight Tree	2						
45lb Olympic Plate	30						
35lb Olympic Plate	10						
25lb Olympic Plate	14						
10lb Olympic Plate	14						
5lb Olympic Plate	14						
2.5lb Olympic Plate	10						
7' Olympic Bar	3						
Curl Bar	1						
Collars	12						
<b>Optional Accessibility</b>							
Scifit Arm Ergometer	1						
Scifit Recumbent Stepper	1						
<b>Accessories</b>							
Bosu Cart (Holds 14 Fully Inflated BOSU's)	1						
Bosu Pro	14						
6" Plyo Box	1						
12" Plyo Box	1						
18" Plyo Box	1						
24" Plyo Box	1						
30" Plyo Box	1						
36" Plyo Box	1						
Twist Smart Toner 4 Foot (Very Light)	4						
Twist Smart Toner 4 Foot (Light)	4						
Twist Smart Toner 4 Foot (Medium)	4						
Twist Smart Toner 4 Foot (Heavy)	4						
Twist Smart Toner 4 Foot (Very Heavy)	4						
Twist Smart Toner 4 Foot (Ultra Heavy)	4						
TRX Club	10						
Medicine Ball Rack (Holds 10)	1						

**Badlands Community  
Facility  
EQUIPMENT QUOTE FORM**

**Agenda Item # 8.4.2**

**6.0 QUOTATION FORM - FITNESS EQUIPMENT RFP**

		OPTION A: Premium		OPTION B: Inspire		OPTION C: Integrity	
Suggested Program Equipment or equal	Estimated Quantity	Cost/Unit (\$'S)	Total Quoted Price (\$'s)	Cost/Unit (\$'S)	Total Quoted Price (\$'s)	Cost/Unit (\$'S)	Total Quoted Price (\$'s)
TRX 14ft Multi Mount	2						
ABS Pro Ball (55cm)	2						
ABS Pro Ball (65cm)	2						
Medicine Ball (4lb)	1						
Medicine Ball (6lb)	1						
Medicine Ball (8lb)	2						
Medicine Ball (10lb)	2						
Medicine Ball (12lb)	2						
Medicine Ball (15lb)	1						
Medicine Ball (20lb)	1						
Twist Smart Board	1						
Aeroskip Speed Rope	10						
True Stretch	1						
Stretching Mats	12						
Pro Foam Roller (FROL6P)	2						
Round Foam Roll Max (FROLM)	2						
Half Foam Roller (FROL6H)	2						
Battle Ropes	2						
Physicians Scale	2						
<b>Immediate Parts Unit</b>							
Treadmill as Immediate Parts Unit	1						
Cross Trainer as Immediate Parts Unit	1						
Upright Bike as Immediate Parts Unit	1						
Freight	1						
Delivery	1						
Installation	1						
Preventative Maintenance (1 year)	1						
<b>MYE Entertainment</b>							
MWT-S9 Transmitter w/ Analog Input	4						
MTS-B MYE Tune To Sign	4						
MVN-W MYE Vinyl Numbers 0-9 w Colon	1						
MWC2-9 900MHz Wireless Receiver	14						
MCSC-S MYE C-SAFE SHORT	14						

TOTAL COST BASED ON OPTION 1							
TOTAL COST BASED ON OPTION 2					\$361,574.37	gst excluded	
TOTAL COST BASED ON OPTION 3							



# DRUMHELLER

## COMMUNITY SERVICES

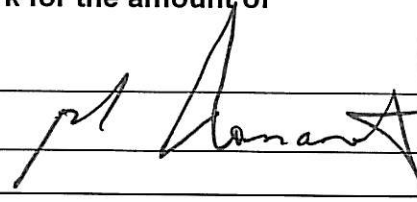
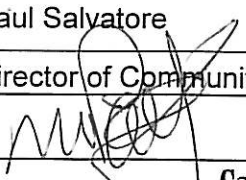
Agenda Item # 8.4.3



### Request for Decision

Date: September 21, 2011

<b>Topic:</b>	<b>Recreation Management – Software Recommendation</b>
<b>Background:</b>	<p>The Administration team has been working to determine the best selection of Recreation Management software for the operation of the Aquaplex, Badlands Community Facility, Drumheller Memorial Arena and potential other locations currently operated by the Town of Drumheller and our community partners.</p> <p>Requests for proposals were prepared and an open bidding process was followed – as per the Town of Drumheller's purchasing policies and rules and regulations established under the current New West Partnership Trade Agreement.</p> <p>The following recommendation for the selection of software includes a review of software currently available for use within the recreation industry.</p> <p>The allocated budget for the purchase of this software – was identified in the 2011 Capital Budget as \$50,000.</p> <p>Proposals for recreation management software were received from:</p> <ol style="list-style-type: none"><li>Recreation Dynamics – Roslyn Heights, NY (no current users were available as references in Canada)</li><li>Book King – Victoria, BC (Very few users in Canada, also received negative reviews from the references provided and did not meet all the requirements.)</li><li>Active Network – Burnaby, BC (Used at over 20 multi-use community facilities and municipal operations in Alberta, recognized as the industry standard program. Positive reviews from those currently on the system).</li></ol> <p>Evaluation was based on:</p> <ul style="list-style-type: none"><li>Software components and features (35%)</li><li>References and reviews of similar projects (20%)</li><li>Cost/fees initial purchase (10%)</li><li>Cost/fees annual operational and maintenance costs (20%) Compatibility with existing hardware and software (10%)</li></ul> <p>The Active Network is a hosted service solution –estimated to cost \$15,000.00 year (recovered through sales activities). The system includes point of sales, league and membership management capabilities in addition to room bookings and scheduling – available through a web a page interface – which can be connected to <a href="http://www.dinosaurvalley.com">www.dinosaurvalley.com</a>.</p> <p>The administration review team, ranked Active Network, unanimously – as the top selection after an extensive review of the options received. Key decision criteria included, ease of use, excellent recommendations from current user municipalities, compatibility with our current software and hardware and the initial purchase price.</p>
<b>Proposed by:</b>	Administration

<b>Correlation to Business (Strategic) Plan</b>	The purchase of recreation management software will accurately identify financial trends and targets in addition to expanding program opportunities and increasing access to facility scheduling and programming information for the public.		
<b>Benefits:</b>	<p>Provides online booking access – via internet (convenience)</p> <p>Will elevate the quality of information available to our staff and the public.</p> <p>Will enable an expanded level of service and professionalism that will reflect positively on our organization.</p> <p>Provides statistics and trends (financials) for marketing programs and services and generating additional revenues.</p> <p>Allows for the historical "capture" of membership information – more convenience to long-term users.</p>		
<b>Disadvantages:</b>	<ul style="list-style-type: none"> <li>Requires ongoing training of staff (and the public)</li> <li>Increases operational costs</li> <li>Can impact customer service (potential technical issues)</li> </ul>		
<b>Alternatives:</b>	<ul style="list-style-type: none"> <li>Take no action – continue to use – mostly paper based system</li> <li>Reject proposals</li> </ul>		
<b>Finance/Budget Implications:</b>	<p>Initial software acquisition, training and Implementation</p> <p>Acquisition costs: \$13,400.00</p> <p>Hardware costs \$9,088.00</p> <p>Total \$22,488.00 gst excluded</p>		
<b>Operating Costs:</b>	-0-	<b>Capital Cost:</b>	\$22,488.00 gst excluded
<b>Budget Available:</b>	\$50,000	<b>Source of Funds:</b>	2011 Budget
<b>Budget Cost:</b>	\$22,488.00 gst excluded	<b>Underbudgeted Cost:</b>	-0-
<b>Communication Strategy:</b>	Inform the media, staff and potential future facility users / stakeholders.		
<b>Recommendations:</b>	That Council <b>approve the purchase of recreation management software as proposed by Active Network for the amount of \$22,488.00, gst excluded.</b>		
<b>Report Writer:</b>	Paul Salvatore	<b>CAO:</b>	
<b>Position:</b>	Director of Community Services		
			
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