1. CALL TO ORDER

2. APPROVAL OF AGENDA

3. MINUTES APPROVAL

3.1 Council for Public Works Minutes - May 14, 2019

4. REPORTS

4.1 Public Works Report (06 19)

4.2 Service Request Management Report (06 19)

4.3 Public Works – Project Costing Report Month 2019

5. UNFINISHED BUSINESS

5.1 Land Acquisition Agreement – AltaGas Utilities Inc. - Report

5.2 Land Acquisition Agreement – Anderson, Brian and Sandra – Amendment-Report

5.3 Land Acquisition Agreement – Cody Bradford – NW 7-46-23 W4M - Report

5.4 Land Acquisition Agreement - David and Shauna Recknagle – NW 31-45-23 W4M - Report

5.5 Land Acquisition Agreement – David Roger John Cicon – NE 35-45-24 W4M - Report

5.6 Land Acquisition Agreement – Deen Foods Ltd. – Revised - Report
5.7 Land Acquisition Agreement – Doupe, Rodney – Revised - Report
5.8 Land Acquisition Agreement – Foster, Evelyn – Revised - Report
5.9 Land Acquisition Agreement – Hutterian Brethren Church of Pine Haven – Revised - Report
5.10 Land Acquisition Agreement – Jamie Annette Befus – NW 36-45-24 W4M - Report
5.11 Land Acquisition Agreement – Osterland, Norma Marie-Report
5.13 Land Acquisition Agreement – Shantz, Jerry and Brenda – Revised - Report

6. NEW BUSINESS

6.1 No Parking Signage at Buck Lake (5th Street East) - Report
6.2 Request for Speed Reduction – Evergreen Estates, Maywood Subdivision and Access to Both - Report
6.3 RGE RD 11 and RGE RD 12, North of HWY 13 – IDP Agreement-Report
6.4 Tender Results – G3 Resource Road – TWP RD 460 and RGE RD 240; Grading and BF73122, BF1323, BF72952 and Other Work-Report

7. INFORMATION ITEMS

8. ADJOURN
Council Public Works Meeting

MINUTES

Tuesday, May 14, 2019, 9:00 AM
Council Chambers
County Administration Building

Present
Reeve Terry Van de Kraats
Councillor Josh Bishop
Councillor Bill Krahn
Councillor Dale Woitt
Councillor Ken Adair
Councillor Kathy Rooyakkers
Councillor Lyle Seely

Staff Present
Rod Hawken, Chief Administrative Officer
Delores DeBlois, Recording Secretary
Neil Powell, Director of Public Works
Brian Anderson, Assistant Director of Public Works

1. CALL TO ORDER

The Council for Public Works meeting for the County of Wetaskiwin No. 10 was called to order by Reeve T. Van de Kraats in the Council Chambers, of the County of Wetaskiwin Administration Office, commencing at 9:04 a.m. on Tuesday, May 14, 2019.

2. APPROVAL OF AGENDA

Resolution PW20190514.001
MOVED: by Councillor J. Bishop
that the agenda be accepted as presented.

Carried Unanimously

3. MINUTES APPROVAL

3.1 Council for Public Works Minutes, April 23, 2019

Resolution PW20190514.002
MOVED: by Councillor K. Adair
to approve the minutes for the Council for Public Works meeting, April 23, 2019 as presented.

Carried Unanimously

4. REPORTS

4.1 Public Works Report (April 2019)

The 2019 Municipal Capital and Operating Budget was reviewed and approved by Council at the May 6, 2019 budget meeting. (Ref. Resolution#CG201900506.007)

The Business Plan for Business Unit 3201 PW Administration action states ”Effectively manage the finances and resources of Public Works Administration”, therefore Neil Powell, Director of Public Works and Brian Anderson, Assistant Director of Public Works presented the Public Works Report for the month of April as follows:

DIRECTORS REPORT

Public Works
Due to spring thaw, seasonal road bans were implemented April 8, 2019. Adjacent municipalities implemented the ban March 21, 2019 and some have been rescinded. It
is expected that road bans in the County of Wetaskiwin will remain in place to the end of May.

The 2019 Crack Sealing tender has been awarded through Executive Limitations Policy 1905 to ACP Applied Products in the amount of $60,737.50 ($1,075.00 per km). This will address a number of paved roads in the County.

Prepared and conducted a number of interviews for seasonal and permanent job postings. All positions are “in-scope” Union positions. The positions address labour needs in Public Works, Utilities and Solid Waste Management.

Preparing a new tender for gravel supply, hauling and stockpiling. This contract is currently provided by Hopkins and will end December 2019. The new tender will be specific in the type and quality of the gravel as well as the expected time of delivery. This will reflect the proposed move to a Fall gravelling program. The tender should be issued by mid May and a recommendation for award will be presented to Council in July 2019. The PW staff will evaluate the third-party costs versus using our internal forces and County owned pits. The most cost effective and best operational option will be the recommendation.

Continued work with ROHI Engineering Ltd. on the G3 Resource road project. Work includes land acquisitions and final design details with respect to utility relocations. It is expected to tender the project within the next two weeks.

Working with G3 Canada Ltd. to finalize the improvements on TWP RD 460 from HWY 2A to the G3 site entrance. The structure of the road is to match the pavement structural design for the G3 Resource Road (TWP RD 460 and RGE RD 240). Also, of importance is the design of the access in and out of the facility. It is expected that work will begin in earnest in June 2019.

Weather permitting, work on the Battle Lake Trail (Grading Project) will be re-engaged in May. Current efforts are daily site maintenance and monitoring to ensure there is a safe road for public use. Speeds are restricted to maximum 50 km/hr.

Continued work with our engineering consultants on several bridge replacements and bridge maintenance contracts. The 2019 road construction upgrade projects (TWP RD 472 and TWP RD 454) awarded to Central Construction are scheduled to commence mid to late May.

**Shop Foreman Report**

Warranty work to update the hardware was completed on MG0612 Caterpillar 160M Grader.

Commercial Vehicle Inspections were completed on the following units:

- T6602 – 2002 Freightliner FL80
- T3811 – 2011 Kenworth T800
- T2010 – 2010 International 4300 4x2
- TR1409 – 2009 Universal 48’ Ejection Trailer
- TR1710 – 2010 Universal 48’ Ejection Trailer

The following new vehicles were prepared for County service:

- L0619 – 2019 Cat 299D2 Skid Steer
- L0718 – 2018 Cat 950G Loader
- TR2519 – 2019 Load Trail 25’ Trailer

**Utilities Foreman Report**

Utilities conducted interviews and have hired Rowen Schuldhaus, Utilities Operator and James Martel, Light Equipment Operator. Rowen will provide support to the Water and Wastewater side of Utilities and James will provide support to the Solid Waste side of Utilities.

A new phone plan for the Utilities Alarm system is still being investigated by IT Department.
A new screen was ordered for the Gwynne Truck Fill. This item was very hard to locate as the Card Reader is an older unit that was discontinued. The company had sent us the screen from their original demo unit and built a patch cord for us to be able to use a new style screen going forward.

Walk through of the Gwynne site was conducted on April 3. All in attendance were Rod Hawken, Jeff Chipley, Terry Van de Kraats, Neil Powel and Robert Boyd. Items discussed were the new hose arrangement at the site and sending out a notice to the public to prepare them for the changes.

Garbage Truck T6602 had several break downs over the past month. This truck is now being used to do the garbage collection in Alder Flats/ Buck Lake area. This is many more miles than the truck used to perform and it has been breaking down on a weekly basis. We may need to investigate into looking at a newer unit.

It was discovered that South Side Lift Station 3 (New Lift Station) has a leaking link seal on the inlet pipe. WSP and Chandos were contacted and are working on a repair. It was also discovered that the pressure switches were faulty and will need to be changed to a different design as they would cause the pumps to shut down prematurely.

Camenex was out to build a new data logger program for the Gwynne Chlorine Analyzer. Chlorine Analyzer reports have been missing for 5+ years. This is an ongoing process as we are experimenting with the program and finding its flaws.

AEP was contacted about the shortcomings of the Dorchester Estates Water Treatment Plant Project. AEP touched base with George Roseboom on the adjustments that need to be made to the project.

Winfield water meter change project has started. Utilities staff are booking appointments and completing water meter change outs for all the accounts that were not previously working.

IVIS was on site to de-sludge the wet well at South Side Lift Station 1 (Westerose). IVIS also assisted in trouble shooting the plugged recirculation line that contributed the sludge level building up. It was discovered that large rocks were plugging the line and many large rocks were discovered on the floor of the wet well. Cobra plumbing has been contacted and will be on site in May to take apart the large lines and clear it of the rocks.

Road Foreman Reports

Division 1-5

- Fall /Winter Gravel
  - Division 1 – 97% complete
  - Division 2 – 100% complete
  - Division 3 – 85% complete
  - Division 4 – 91% complete
  - Division 5 – 98% complete
  - Division 6 – 85% complete
  - Division 7 – 81% complete
- Gravel stockpiling at Winfield Transfer Station
- Various culvert and drainage improvements
- Hand brushing and clean up of winter brushing projects
- Annual graveling program ended due to Road Bans
- Pothole patching
- Mark calcium application areas
- Prep County yards for Open House (sweeping/painting handicap signs)
• Nearly completed Wetaskiwin Agricultural Grounds road (west off RGE RD 240)
• Remove old docks from Mulhurst Bay
• Remove old gate from Mulhurst Lagoon entrance
• Crews continuing to address work orders, brushing, sign maintenance, plowing/sanding and road side clean-up.

**Division 6-7**
• Snow plow
• Start marking locations for dust control applications
• Dig out beaver dams
• Patch and level frost boils
• Clean out culvert ends
• Repair washout at RGE RD 50, north of TWP RD 464
• Take apart wood bins at Battle and Twin Lakes
• Put bird netting on bridge at RGE RD 75
• Put temporary gravel on Battle Lake construction site
• Thaw culverts
• Flip road ban signs
• Gravel parking lot at Winfield Arena
• Update Rural Road Study.

**Right of Entry Agreements**
There were no Right of Entry Agreements processed in the month of April 2019.

**Solid Waste Report**
The April Solid Waste Haul totals were presented for Council review.

**Road Use Agreements**
The April Road Use Agreement totals are as follows:
• Farming – 2 Initiated; 2 Complete
• Integrity – 3 Initiated; 3 Complete
• Pipeline – 2 Initiated; 5 Complete
• Powerline – 2 Initiated; 2 Complete
• Water Well – 2 Initiated; 2 Complete
• Wellsite – 7 Initiated; 12 Complete.

There were 100 permits issued by Roadata regarding the use of County of Wetaskiwin roads within the month of April. There were 56 TRAVIS-MJ permits issued in April 2019 for a total of $812.00.

**GP Road Inspections**
There were 3 pre, 6 post inspections reported by Chris Patten, GP Road Inspections for the month of April.

Administration recommended that Council approve the Public Works Report for April 2019 as presented.
Discussion ensued regarding weight restrictions on graveled surfaces. Companies who bond a road, such as the situation with Range Road 22, are allowed to travel at heavier weights but are solely responsible for the repair should damage occur. Range Road 22 has been discussed at length with the oil company and repairs will commence following the May long weekend.

B. Anderson informed Council that Netook Construction Ltd. will commence on Battle Lake Trail after the May long weekend. The contractors followed all guidelines established by Alberta Transportation regarding a controlled shut-down.

Resolution PW20190514.003
MOVED: by Councillor J. Bishop
to defer the Public Works Report for April 2019 discussion to later in the meeting.

Carried Unanimously

5. **DELEGATION: 9:30 A.M. Public Hearing for Road Closure & Lease**

5.1 **Road Closure to Lease- Klaus Wilmes (File# 5630-48-08)-Report**

Reeve T. Van De Kraats declared the Public Hearing open at 9:35 a.m. No representation of public attended the Public Hearing.

On September 11th, 2018 a request was received from Klaus Wilmes for Council’s consideration to close and lease a portion of undeveloped road allowance between his land described as SW 14 & SE 15-45-7-W5M located in Division 7 for agricultural purposes (RGE RD 72, north from TWP RD 452).

At the October 4, 2018 Council General Council directed that Administration proceed with the request from Klaus Wilmes to close and lease undeveloped road allowance (RGE RD 72 south of TWP RD 454) between SW 14 & SE 15-45-7-W5M per Section 22 and 230 of the Municipal Government Act and County of Wetaskiwin Road Allowance Closure, Lease Policy #1205 conditional as follows:

- Mr. Klaus provide written confirmation he will accept responsibility for all costs associated with the road closure including:
  - Advertising of the Public Hearing
  - Title searches required for notification of referral agencies. (Not refundable).
  - Survey costs, if applicable
  - Land Title Registration Fees if applicable
  - All other charges relating to closure of road allowances.

- No objection being received from any person who would be prejudicially affected by the proposed road closure.

- Approval of the Minister of Alberta Transportation.

- Provision of a correct and acceptable description of the closed area from an Alberta Land Surveyor and registered as a Plan of Survey/Descriptive Plan at the applicant's cost. (Ref. Resolution No. CG20181004.1031)

On October 11, 2019 a letter was sent to Klaus Wilmes requesting written confirmation that he would be responsible for all costs associated with the road closure and explaining the road closure process. On January 29, 2019 Mr. Wilmes provided a signed letter committing to pay all of the costs associated with the road closure.

Notification of the Public Hearing was advertised in the April 4 and 11, 2019 issues of the Pipestone Flyer but due to a miscommunication between staff resulting in the proper referral process not being followed the Public Hearing was cancelled and rescheduled.
The rescheduled Public Hearing was advertised in the April 25 and May 2, 2019 issues of the Pipestone Flyer. Landowners, adjacent landowners and referral companies were notified on April 16, 2019.

The following utility companies have responded with their input as follows:

- Fortis Alberta - no objection.
- Atco Gas – No right-of-way requirements at this time.
- Atco Electric - no comments or concerns with this application.

The following utility companies have yet to provide their comments:

- Alta Gas
- Telus Communications
- Public Lands
- Alta Link Management Ltd.
- Alder Flats Gas Coop
- Tamarack Valley Energy Ltd.
- Enermark Inc.
- Cenovus Energy Inc.
- Gain Energy

A condensed version of the process which must be followed for road closure as per Section 22 of the Municipal Government Act (MGA) is that a:

1. Public Hearing be held as per MGA Section 230.
2. Council provide first (1st) reading of a by-law for closure and lease.
3. If 1st reading approved, forward by-law to the Minister of Transportation for his review and approval.
4. After approval from the Minister, return to Council for 2nd and final reading of the by-law.
5. After 3rd reading is approved, forward the standard Road Allowance Lease Agreement for signature.

The draft bylaw is being presented with the following wording. The clause(s) that doesn’t apply will be deleted from the final bylaw and will reflect the results of the public hearing:

1. WHEREAS: Council was not petitioned for an opportunity to be heard by any person claiming to be prejudicially affected by the By-law.
2. WHEREAS: Council was petitioned against this closure and lease, such objection being withdrawn upon agreement between the parties as to the conditions of the lease.
3. WHEREAS: Council was petitioned against this closure and lease; however, Council did not consider the reasons provided for the objection as being valid.

Options for Council’s consideration:

1. Approve first reading of Bylaw 2019/12 a bylaw in the County of Wetaskiwin in the Province of Alberta for the purpose of closing to the general public the portion of undeveloped road allowance between SW 14 & SE 15-45-7-W5M in accordance with Section 22 of the Municipal Government Act, Revised Statutes of Alberta 2000, Chapter M-26 and that the bylaw be forwarded to the Minister of Transportation for review and approval.
2. Deny first reading of Bylaw 2019/12.

Administration recommended that Council approve first reading of Bylaw 2019/12 a bylaw in the County of Wetaskiwin in the Province of Alberta for the purpose of
closing to the general public a portion of undeveloped road allowance between SW 14 & SE 15-45-7-W5M in accordance with Section 22 of the Municipal Government Act, Revised Statutes of Alberta 2000, Chapter M-26.

Reeve T. Van De Kraats declared the Hearing closed at 9:43 a.m.

Bylaw 2019/12 a bylaw in the County of Wetaskiwin in the Province of Alberta for the purpose of closing to the general public a portion of undeveloped road allowance between SW 14 & SE 15-45-7-W5M in accordance with Section 22 of the Municipal Government Act, Revised Statutes of Alberta 2000, Chapter M-26.

Resolution PW20190514.004
MOVED: by Councillor L. Seely
that Bylaw 2019/12 be given first reading and that the bylaw be forwarded to the Minister of Transportation for review and approval.

Carried Unanimously

4. REPORTS

4.1 Public Works Report (April 2019)

Discussion resumed regarding the Public Works Report, noting that the Gwynne Truck Fill has two lengths of hose; one for potable water and the other for non-potable water. The air gap is important to safeguard against contamination. The cam lock system is no longer used at the Gwynne Truck Fill. (Ref. Resolution #PW20190514.003)

Resolution PW20190514.005
MOVED: by Councillor K. Rooyakkers
to approve the Public Works Report for April 2019 as presented.

Carried Unanimously

4.2 Service Request Management Report (April 2019)

The 2019 Municipal Capital and Operating Budget was reviewed and approved by Council at the May 6, 2019 budget meeting. (Ref. Resolution #CG20190506.007)

The Business Plan for Business Unit 3205 PW Maintenance action 1.3.1.1 states "Effectively manage the finances and resources of Public Works Administration". Therefore, Brian Anderson, Assistant Director of Public Works presented the Public Works Service Request Management report for the month of April 2019 as follows:

Public Works Service Request
- Division One: No SRM’s to Report
- Division Two: No SRM’s to Report
- Division Three: No SRM’s to Report
- Division Four: No SRM’s to Report
- Division Five: No SRM’s to Report
- Division Six: No SRM’s to Report
- Division Seven: No SRM’s to Report

Administration recommended that Council approve the Service Request Management Report for April 2019 as presented.

Resolution PW20190514.006
MOVED: by Councillor B. Krahn
that Council approve the Service Request Management Report for April 2019 as presented.
4.3 **Project Costing – April 2019 - Report**

The 2019 Municipal Capital and Operating Budget was reviewed and approved by Council at the May 6, 2019 budget meeting. (Ref. Resolution#CG20190506.007)

The Business Plan for Business Unit 3201 PW Administration action states “Effectively manage the finances and resources of Public Works Administration”.

Due to time constraints the Project Costing Reports are not attached to the issue for Council review, although the expenses to date are reported below.

**Public Works Service Request**

- 3201 Administration Budget: $4,384,465 with $527,211 expended to date (12% of the budget).
- 3202 Fleet Management Budget: 4,334,740 with $810,157 expended to date (19% of the budget).
- 3203 Funded Projects Budget: $10,718,421 with $388,768 expended to date (4% of the budget).
- 3204 Patrol Operators Budget: $2,570,000 with $736,841 expended to date (29% of the budget).
- 3205 Road Maintenance Budget: $2,623,248 with $799,183 expended to date. (30% of the budget).
- 3206 Road Construction Budget: $3,258,637 with $39,826 expended to date. (1% of the budget)
- 3207 Road Oiling Budget: $402,118 with $947 expended to date. (0.24% of the budget).
- 3208 Gravel Budget: $3,272,697 with $1,477,539 expended to date. (45% of the budget).

**Utilities Budget:**

- 4100 Water Services budget: $355,550 with $148,520 expended to date (42% of the budget).
- 4200 Wastewater Services: $2,019,232 with $702,327 expended to date (35% of the budget).
- 4300 Solid Waste Management budget: $1,336,324 with $336,623 expended to date (25% of the budget).

Administration recommended that Council accept the Public Works and Utilities – Project Costing Report to April 30, 2019 as presented.

**Resolution PW20190514.007**

MOVED: by Councillor K. Rooyakkers

that Council approve the Public Works and Utilities – Project Costing Report to April 30, 2019 as presented.

Carried Unanimously

7. **NEW BUSINESS**

7.1 **Review of Funded Project PW3206 – Grade, Base and Pave TWP RD 472 and RGE RD 242 - Report**
The 2019 Municipal Capital and Operating Budget was reviewed and approved by Council at the May 6, 2019 budget meeting. (Ref. Resolution#CG201900506.007).

On May 6, 2019 Councillor J. Bishop requested that Administration bring Funded Project PW3206 to the May 14, 2019 Council for Public Works meeting to revisit the scope of work. Councillor Bishop also requested that traffic counts be taken on TWP RD 472. Traffic Counts were presented at the October 9, 2018 Council for Public Works meeting. (Ref. Resolution PW20181009.1010). This report is attached to this issue.

Funded Project PW3206 consists of Grade, Base and Pave of TWP RD 472: from Hwy 2A to Hwy 814 & RGE RD 242 from TWP RD 472 to TWP RD 473A (7.6 km). The approved 2019 budget allocated $40,000 of MSI funding for engineering and preparation of a Detailed Design Report.

This road has been a primary upgrade objective for many years. The upgrades are to address road network issues into and within the many subdivisions southeast of the Town of Millet. This project was approved by Council as a MSI Capital project and has received a Project ID of CAP-9790. The MSI application included a project estimate of 5 million dollars and will link TWP RD 472 as a collector road between HWY 2a and HWY 814 (east) as well as collector road RGE RD 242, from TWP RD 472 to HWY 814 (north).

The Scope of Work currently in place is as follows:

PROJECT: TWP RD 472: from HWY 2A to HWY 814; and RGE RD 242: from TWP RD 472 to TWP RD 473A (7.6 km)

PROJECT DESCRIPTION: Grade, Base and Pave 7.6 km. At a minimum, match the width and structure already in place on RR 242 north of TR 473A. Project may include the purchase of ROW – a minimum of 100’ or 30.48 m total ROW.

FOR 2019
These instructions have been provided to WSP Engineering Ltd.:

- Conduct a detailed survey of the project
- Conduct a Geotechnical Investigation at 200 m intervals
- Development of land acquisition plats
- Prepare and Present a Detailed Design report. To be reviewed at 50% design stage and at 90%. Report will include:
  - Executive Summary
  - Existing conditions
  - Geotechnical investigation
  - Design plan and profile alignments
  - Design cross section(s)
  - Pavement structure design
  - Bridge replacements/upgrades (if necessary)
  - Land acquisition – required area
  - Utility relocation requirements
  - Class C estimates of the work – correlate to the phases of work

2020: Phase 1 - bridge replacements/upgrades (if necessary); and complete ROW land acquisition

2021: Phase 2 - Grading 7.6 km

2023: Phase 3 - base and pavement 7.6 km

The timing of the phases can be modified somewhat depending on decisions made regarding bridge upgrades. These options will be provided in the Detailed Design.
Administration recommended that Council receive the Scope of Work and project phasing for TR 472 and RR 242 as information.

Council expressed concern over where the traffic counters were placed, noting that the traffic drops significantly within metres of where the counts were taken. Use of the road will increase once the road is paved.

The engineering report will include additional traffic counts and provide cost options which will assist Council in the decision to upgrade in stages or to do the entire project.

It was suggested to revise the scope of work to include RGE RD 242 north of TWP RD 472.

Discussion ensued on other roads which report high traffic counts; RGE RD 11 and RGE RD 12.

**Resolution PW20190514.008**

MOVED: by Councillor J. Bishop

that Scope of Work on the Grade, Base and Pave project on TWP RD 472 and RGE RD 242(PW3206) be revised to include RGE RD 242, from TWP RD 471 north to TWP RD 472.

Carried Unanimously

### 7.2 Road Ban Order – Temporary Ban on RGE RD 63 North of TWP RD 464 for 900 Meters - Report

By-LAW NO. 2014/21 "Road Protection Bylaw" is a by-law of the County of Wetaskiwin to establish protection of the County's road infrastructure. Section 2.25 states; "Road Protection Committee" means a Committee comprised of the Reeve, Chief Administrative Officer and Director of Public Works”. By-LAW NO. 2014/21, Section 4.1 Road Bans states:

4.0 ROAD BANS

4.1 Under authority of Section 152(3) of the Traffic Safety Act, RSA 2000, T6 as amended, Council hereby delegates authority to impose the prohibition, limitation, exemptions or restriction of vehicular weight to the Road Protection Committee in the form as provided in Appendix 'B'. Council shall be advised of the order once signed and it will be ratified at the next scheduled Public Works Council Meeting.

The Road Protection Committee, consisting of Reeve Terry Van De Kraats, Rod Hawken, Chief Administrative Officer and Neil Powell, Director of Public Works, met on Friday, May 3, 2019 at 12:30 pm.

Discussion ensued regarding implementing a 50% temporary road ban on Range Road 63 from Township Road 464 north for 900 metres.

The Committee approved implementing the ban and the amended Ban Order was effective 12:40 pm, Friday, May 3, 2019.

The Road Protection Committee meeting adjourned at 12:35 pm.

The Road Protection Committee met again on Wednesday, May 8, 2019. The meeting was called to order at 10:30 am with N. Powell, R. Hawken and Reeve T. Van De Kraats present.

At that time the Committee approved lifting the temporary 50% road ban on Range Road 63, from Township Road 464 north for 900 metres, effective 1:00 pm, May 8, 2019.
The meeting adjourned at 10:40 pm, Wednesday, May 8, 2019.
The Road Protection Committee recommended implementing a temporary 50% ban on Range Road 63 from TWP Rd 464 north for 900 metres. This temporary 50% ban, which was effective May 3 until May 8, 2019 at 1:00 pm, has now been lifted and Administration is recommending that the Road Ban Order be ratified by County. The updated Road Ban Order and minutes of the Road Protection Committee meetings are presented for Council review.

Administration recommended that Council ratify the decision of the Road Protection Committee to implement the temporary 50% Road Ban on Range Road 63 from TWP RD 464 north for 900 metres, which was effective 12:40 pm, Friday, May 3, 2019 until 1:00 pm, Wednesday, May 8, 2019.

Resolution PW20190514.009
MOVED: by Councillor D. Woitt
that Council ratify the decision of the Road Protection Committee to implement the temporary 50% Road Ban on Range Road 63 from TWP RD 464 north for 900 metres, which was effective 12:40 pm, Friday, May 3, 2019 until 1:00 pm, Wednesday, May 8, 2019.

Carried Unanimously

7.3 Land Acquisition Agreement – Derek and Alice Hoyle – SE 1-46-24 W4M - Report

In October 2018, adjacent landowners were informed that County Council along with County staff have identified Township Road 460 (from HWY 2A to RGE RD 240) and Range Road 240 (from TWP RD 460 to HWY 613) otherwise known as the G3 Resource Road project, as the most likely of County roads that will experience the greatest increase in truck traffic. To plan for this, the County proposes to upgrade RGE RD 240 (2 miles) and TWP RD 460 (2 miles) to a paved road standard. The upgrade will include road reconstruction, intersection upgrades, bridge upgrades, granular base course and pavement to a 9-metre top width.

To proceed with the G3 project, ROHI Engineering has negotiated a Land Acquisition Agreement with Derek and Alice Hoyle for the purchase of 2.10 acres at SE 1-46-24 W4M. The land is required for the purpose of road widening. The land is valued at $7,000/per acre; therefore, the total purchase price will be $14,700.00 plus GST. Payment will be made once the Road Plan is registered with Alberta Land Titles.

In addition to the above, the Hoyle’s require:
Dust Control to be provided by the County at the County’s expense should the road not be paved within 2 years following the completion of grading work.
Temporary 3-wire fencing will be installed as per the Owners requirement during construction.
Permanent -Class “B” fencing will be installed along the new property lines at the end of construction.
The trees to the NE of the pond will be cleared back as agreed and a new Class “B” fence installed across the small stretch where the Owners pasture currently reaches Range Road 240, allowing equipment passage between road fence and pasture fence.
Culvert at the pond outlet will be extended and culvert at the road eliminated.

The Owners will have access to their property at all times, via road, during construction.
The culvert to East of the Owners yard will be replaced.
The Owners agree to accept the sum of Two Thousand dollars ($2,000) per ½ mile of road frontage fencing allowance for a total of $4,000.00.
Administration recommended that Council approve the Land Acquisition Agreement between the County of Wetaskiwin and Derek and Alice Hoyle for the purchase of 2.10 acres from SE 1-46-24 W4M for road upgrading for a total cost of $14,700.00 plus GST, and fencing allowance to a maximum of $4,000.00.

Discussion ensued on the specifics of ratepayer requests and the value of the property being acquired by the County to complete road upgrades on TWP RD 460.

Resolution PW20190514.010
MOVED: by Councillor B. Krahn

that Council approve the Land Acquisition Agreement between the County of Wetaskiwin and Derek and Alice Hoyle for the purchase of 2.10 acres from SE 1-46-24 W4M for road upgrading for a total cost of $14,700.00 plus GST, and fencing allowance to a maximum of $4,000.00.

Carried Unanimously

7.4 Land Acquisition Agreement – Ware Farms Inc. - Report

In October 2018, adjacent landowners were informed that County Council along with County staff have identified Township Road 460 (from HWY 2A to RGE RD 240) and Range Road 240 (from TWP RD 460 to HWY 613) otherwise known as the G3 Resource Road project, as the most likely of County roads that will experience the greatest increase in truck traffic. To plan for this, the County proposes to upgrade RGE RD 240 (2 miles) and TWP RD 460 (2 miles) to a paved road standard. The upgrade will include road reconstruction, intersection upgrades, bridge upgrades, granular base course and pavement to a 9-metre top width.

To proceed with the G3 project, ROHI Engineering has negotiated a Land Acquisition Agreement with Ware Farms Inc. for the purchase of an estimated 3.91 acres total from the following land parcels: NW 6-46-23 W4M; SW 6-46-23 W4M; Part of SW 6-46-23 W4M; NE 12-46-24 W4M and SE 12-46-24 W4M. The land is required for the purpose of road widening. The land is valued at $7,000/per acre; therefore, the total purchase price will be $27,370.00 plus GST. Payment will be made once the Road Plan is registered with Alberta Land Titles.

In addition to the above, the Owners agree to accept the sum of Two Thousand dollars ($2,000.00) per 1/2 mile of road frontage fencing for a fencing allowance. Existing is 3,070.5 linear meters of fence frontage for a total of $7,633.31.

Administration recommended that Council approve the Land Acquisition Agreement between the County of Wetaskiwin and Ware Farms Inc. for the purchase of 3.91 acres from NW 6-46-23 W4M; SW 6-46-23 W4M; Part of SW 6-46-23 W4M; NE 12-46-24 W4M and SE 12-46-24 W4M for road upgrading for a total cost of $27,370.00 plus GST, and fencing allowance of Two Thousand dollars ($2,000.00) per 1/2 mile of road frontage fencing to a maximum of $7,633.31.

Resolution PW20190514.011
MOVED: by Councillor B. Krahn

that Council approve the Land Acquisition Agreement between the County of Wetaskiwin and Ware Farms Inc. for the purchase of 3.91 acres from NW 6-46-23 W4M; SW 6-46-23 W4M; Part of SW 6-46-23 W4M; NE 12-46-24 W4M and SE 12-46-24 W4M for road upgrading for a total cost of $27,370.00 plus GST, and fencing allowance of Two Thousand dollars ($2,000.00) per 1/2 mile of road frontage fencing to a maximum of $7,633.31.

Carried Unanimously

7.5 Land Acquisition Agreement – Darrel Henry Johnson – SW 7-46-23 W4M - Report

In October 2018, adjacent landowners were informed that County Council along with County staff have identified Township Road 460 (from HWY 2A to RGE RD 240) and Range Road 240 (from TWP RD 460 to HWY 613) otherwise known as the G3 Resource Road project, as the most likely of County roads that will experience the
greatest increase in truck traffic. To plan for this, the County proposes to upgrade RGE RD 240 (2 miles) and TWP RD 460 (2 miles) to a paved road standard. The upgrade will include road reconstruction, intersection upgrades, bridge upgrades, granular base course and pavement to a 9-metre top width.

To proceed with the G3 project, ROHI Engineering has negotiated a Land Acquisition Agreement with Darrel Henry Johnson for the purchase of an estimated 1.04 acres total from SW 7-46-23 W4M. The land is required for the purpose of road widening. The land is valued at $7,000 per acre; therefore, the total purchase price will be $7,280.00 plus GST. Payment will be made once the Road Plan is registered with Alberta Land Titles.

In addition to the above, the Owner agrees to the following:

- the sum of Two Thousand dollars ($2,000.00) per 1/2 mile of road frontage fencing for a fencing allowance for a total of $2,000.00.
- compensation for the potential loss of eight-inch (8") diameter trees due to the taking of right of way, the Owners agree to accept the sum of Two hundred and fifty dollars ($250.00) per tree. The number of trees applicable to this cost will be assessed and agreed to prior to clearing operation being performed.

Administration recommended that Council approve the Land Acquisition Agreement between the County of Wetaskiwin and Darrel Henry Johnson for the purchase of 1.04 acres from SW 7-46-23 W4M for road upgrading for a total cost of $7,280.00 plus GST, and fencing allowance of Two Thousand dollars ($2,000.00) and compensation of $250.00 per tree that will have to be removed due to the taking of the right away.

Resolution PW20190514.012
MOVED: by Councillor B. Krahn
that Council approve the Land Acquisition Agreement between the County of Wetaskiwin and Darrel Henry Johnson for the purchase of 1.04 acres from SW 7-46-23 W4M for road upgrading for a total cost of $7,280.00 plus GST, and fencing allowance of Two Thousand dollars ($2,000.00) and compensation of $250.00 per tree that will have to be removed due to the taking of the right away.

Carried Unanimously

7.6 Land Acquisition Agreement – Sheana McDermott and Gaelene McDermott – NW 6-46-23 W4M, Plan 992 6208 Lot 1 - Report

In October 2018, adjacent landowners were informed that County Council along with County staff have identified Township Road 460 (from HWY 2A to RGE RD 240) and Range Road 240 (from TWP RD 460 to HWY 613) otherwise known as the G3 Resource Road project, as the most likely of County roads that will experience the greatest increase in truck traffic. To plan for this, the County proposes to upgrade RGE RD 240 (2 miles) and TWP RD 460 (2 miles) to a paved road standard. The upgrade will include road reconstruction, intersection upgrades, bridge upgrades, granular base course and pavement to a 9-metre top width.

To proceed with the G3 project, ROHI Engineering has negotiated a Land Acquisition Agreement with Sheana McDermott and Gaelene McDermott for the purchase of an estimated 0.171 acres total from NW 6-46-23 W4M; Plan 992 6208, Lot 1. The land is required for the purpose of road widening. The land is valued at $7,000 per acre; therefore, the total purchase price will be $1,190.00 plus GST. Payment will be made once the Road Plan is registered with Alberta Land Titles.

In addition to the above, the Owners agree to accept the following:

- As compensation for the potential loss of trees due to the taking of right of way, the Owners agree to accept the sum of Five Thousand Dollars ($5,000.00) compensation for all trees affected.
- The sum of Two Thousand dollars ($2,000.00) per 1/2 mile of road frontage fencing for a fencing allowance. Existing is 149.5 linear meters of fence frontage for a total of $371.66.

Administration recommended that Council approve the Land Acquisition Agreement between the County of Wetaskiwin and Sheana McDermott and Gaelene McDermott
for the purchase of 0.17 acres from NW 6-46-23 W4M; Plan 992 6208, Lot 1 for road upgrading for a total cost of $1,190.00 plus GST, and fencing allowance of Two Thousand dollars ($2,000.00) per 1/2 mile of road frontage fencing to a maximum of $371.66, plus Five Thousand Dollars ($5,000.00) compensation for all trees affected due to the taking of right of way.

Resolution PW20190514.013
MOVED: by Councillor L. Seely

that Council approve the Land Acquisition Agreement between the County of Wetaskiwin and Sheana McDermott and Gealene McDermott for the purchase of 0.17 acres from NW 6-46-23 W4M; Plan 992 6208, Lot 1 for road upgrading for a total cost of $1,190.00 plus GST, and fencing allowance of Two Thousand dollars ($2,000.00) per 1/2 mile of road frontage fencing to a maximum of $371.66, plus Five Thousand Dollars ($5,000.00) compensation for all trees affected due to the taking of right of way.

Carried Unanimously

9. ADJOURN

Resolution PW20190514.014
MOVED: by Councillor K. Adair

that the Council for Public Works meeting be adjourned at 10:38 a.m.

Carried Unanimously

Meeting Date (Report Reference Only): 2019/06/24
Meeting (Report Reference Only): Council Public Works

Background

The 2019 Municipal Capital and Operating Budget was reviewed and approved by Council at the May 6, 2019 budget meeting. (Ref. Resolution#CG201900506.007)

The Business Plan for Business Unit 3201 PW Administration action states "Effectively manage the finances and resources of Public Works Administration". Therefore, Neil Powell, Director of Public Works presented the Public Works Report for the month of May 2019 as follows:

DIRECTORS REPORT

Public Works

Due to improving conditions, seasonal road bans were lifted June 8, 2019 at 8:00 a.m. However, many graveled road segments remain in poor condition due to ongoing moisture presence and poor subgrade materials.

Crews addressed perennial frost boil and soft road conditions at the Falun School service road and on RGE RD 11 (Norris Beach Road). The technique for repair included excavation of poor material and import of medium plastic clay. Limestone was applied to the subgrade and compacted to strengthen the roadbed. As per the IDP, costs incurred for RGE RD 11 is shared at 1/3 between the County and the summer villages of Norris Beach and Crystal Springs.

Work is mostly complete on the Wetaskiwin Ag Society access road. The new access road was started in 2018 and will be completed in June 2019. The initial budget for the project is $100,000 and it is expected that actual construction costs will be just under budget.

Work is nearing completion on the Gwynne slide. This project dates back to 2016 when heavy rains caused a catastrophic embankment failure. Remaining work includes seeding, fall restraint rail fencing on the retaining walls and application of crushed limestone on the pedestrian pathway.

The Dust Control program has started in earnest with crews marking and preparing areas for the calcium chloride application. The deadline for application is June 1, 2019; the County did allow for a few late applications as June 1st fell on a Saturday. Recent rains have eased dust
complaints and speeds up application of the product as crews do not have to pre-wet the dust control segments.

Work has reinitiated on the Battle Lake Trail. This work was shut down in 2018 due to the end of the construction season (entering a winter shut down period). Netook Construction Ltd. should finish the 2018 contract by the end of July 2019 - weather permitting.

Work has begun on the 2019 Road Construction program. Central Construction Ltd. has started work on TR 472 from Hwy 814 to RR 232 (6.5 km). Once this project is complete, the crew will move to the Em-Te Town Road (TR 454) from Hwy 22 west to RR 80 (9.44 km). All work is scheduled to be done in 2019 - weather permitting.

The engineering study on TWP RD 472 (from Hwy 2a to Hwy 814) and RGE RD 242 (from TWP RD 472 to existing pavement) is underway. The engineering report will be ready by the end of 2019 and will be presented to Council for discussion, and direction regarding its future upgrades. The report will have a breakdown of the various upgrade options and their associated costs.

Public Works is working with WSP Engineering Ltd. to develop a Hamlet Infrastructure Plan (HIP). The HIP is a Council Strategic Plan Initiative and will focus on a five-year capital plan to achieve high quality paved roads in all Hamlets. This will include detailed design and phased upgrades which will be undertaken by third party contractors and County crews. The HIP will be presented to Council at the November Strategic Planning session.

The County and ROHI Engineering have completed the design for the G3 Resource Road project. TWP RD 460 (from the G3 site entrance to RGE RD 240), and RGE RD 240 (from TWP RD 460 to Hwy 613). The tender is scheduled to close June 19, 2019 and includes grading of 6.3 km and 3 bridge replacements. The County has secured all the required land acquisitions for additional right-of-way along the G3 Resource Road. G3 Canada Inc., however, is still in negotiations with landowners with respect to the intersection upgrade at TWP RD 460 and Hwy 2a; and on TWP RD 460 from Hwy 2a to the G3 site entrance. G3 Canada Inc. is looking to begin work immediately following successful land negotiations.

**Shop Foreman Report**

Commercial Vehicle Inspections:
- T3507 – 2007 International 9400
- TR1309 – 2009 Semi Tank Trailer
- TR2316 – 2016 Centerline Quad Axle Wagon
- TR2519 – 2019 Load Trail 25’ Trailer
- TR0705 – 2005 Loadline Tridem Pup
- TR0212 – 2013 Felling Flatdeck Trailer
The following new vehicles were prepared for County service:
  T8019 – 2019 Chevrolet 2500 4x4
  T8119 – 2019 Chevrolet 2500 4x4

**Utilities Foreman Report**

A new screen at the Gwynne Truck Fill was installed. This screen was supplied by Sandvault in Vancouver. They are the builder of the Truck Fill Cabinet. This is an older unit and it was difficult to locate a new screen for this unit.

A yearly running average was completed for THM levels (Trihalomethanes) in the water at the Gwynne Pump House. Gwynne exceeded the Maximum Allowable concentration for THM’s. The running average is based off 4 years per year (1 per quarter – 1 each season, winter, spring summer, fall). Our average level is 0.1014 micro grams per liter. The MAC is .1 micro grams per liter.

Alberta Environment and Parks were notified (Contravention Reference #352779) and they recommended that we:
- Reduce the storage level in the reservoir
- Lower dosage of chlorine
- Flush more frequently

Operators have now:
- Reduced storage level in reservoir from 3.5M to 3.0M
- Lowered chlorine dosage – Chlorine pump starts at 0.80mg/L and stops at 0.90mg/L
  (Old settings were start at 1.00mg/L stop at 1.10mg/L)
- Operators will now flush Spring and Fall

Transfer Station Meeting was held this month. Items discussed were
- Accepting and storing microwaves – keeping them separate
- Accepting batteries – keeping them separate

Lakeview Subdivision had THM levels just under the MAC. AEP recommended the same as Gwynne. County Utility Operators have turned the chlorine dosage down. During the flush of the Lakeview Subdivision Distribution system it was discovered that the Distribution Flush points (Potable water) were tied into the Sanitary Sewer. AEP was contacted (Reference #353750), and Utility Staff removed the potable lines from the sanitary sewer. The plan is to come back next year and install yard hydrants at the flush points so that operators can flush the system.

IVIS was at the South Side #2 Lift Station. They cleaned/desludged the wet well and found the same problem as South Side #1 Lift Station. The recirculation line that is supposed to mix the sludge was plugged off with rocks. Cobra Mechanical has been contacted and they will be coming out to site to make some piping changes clean the rocks out and to make it easy to do in the future.
Utilities is still waiting for the new distribution pump for the Gwynne Pump House. ECM is the company that the County is using for the new install. The new pump was built but did not pass QA/QC from the factory, so it was taken apart and rebuilt. We are waiting for the new results.

Dart Electric assisted operators in splicing in a new lift station single phase Flygt pump at Silver Beach #2.

Dart Electric replaced a Flygt bulb at Argentia #1 Lift Station. This Lift Station has been having issues that have been hard to pinpoint. The County has changed two Flygt Controllers and two Flygt bulbs at the recommendation of Xylem. Xylem now believes the problem may be a relay. The County will continue to work with Xylem to resolve the issue.

Dorchester Development Inc. (DDI) took charge of the disinfection procedure required for the potable water tank that was relocated outdoors and abandoned last Winter. DDI hired CSI services – a contractor that had no notable previous experience with potable water. The contractor attempted to use Lemon Scented Bleach to disinfect the potable water reservoir. County Utilities Staff shut the job down and reviewed the disinfection requirements with the contractor. CSI services attempted again to disinfect the reservoir, but missed samples required before the tank could be put in service. The County ultimately had to complete the disinfection procedure. Due to the small volume of the single reservoir, the DDI development was placed on water restrictions to ensure that CT (Contact Time) was met while the second tank was being disinfected.

County Utilities staff built a valve exercising program for Winfield. This program will allow the operators to generate a list of valves that are working and not working. Valves that are not working will be added to the budget for repair.

Road Foreman Reports

Division 1-5

- Various Culvert & Drainage improvements.
- Mark Calcium application areas.
- Removal of concrete lego blocks from campgrounds.
- Painting of handicap symbols at County office and at Village of Pigeon Lake
- Putting out docks throughout east part of County
- Replace guardrail at curve on Lakeshore Drive in Mulhurst with chevrons
- Placed lego blocks between Argentia Beach Road and 60th Ave to prevent short cutting
- On the Wetaskiwin Agricultural road, the excess black dirt and clay are being dealt with and the south ditch and road will be completed.
- On the Gwynne Hill black dirt is being spread and prepped for seeding.
- Falun School road improvement; created some drainage and base improvement.
- Westerose Acreage Road and Viola Drive intersection dig out and base improvement; gravel will be spread on top.
• Norris Beach Road dig out and base improvement in soft spots, then gravel for the surface.
• Crews continuing to address work orders, brushing, sign maintenance, pothole patching and roadside cleanup.
• First Aide course several staff members
• Chainsaw Safety course several staff members
• Defensive Driving course several staff members

Division 6-7
• Clean culvert ends
• Dig out beaver dams
• Put in docks at parks
• Work on frost boils and soft roads
• Patch gravel

Right of Entry Agreements
No Right of Entry Agreements were signed in May 2019.

Solid Waste Report
The May 2019 Haul Totals are attached for Council review.

Road Use Agreements
The May 2019 Road Use Agreement totals are as follows:
• Farming – 1 Initiated; 1 Complete
• Hauler – 1 Initiated; 1 Complete
• Pipeline – 11 Initiated; 11 Complete
• Log Haul – 1 Initiated; 1 Complete
• Special – 1 Initiated; Zero Complete
• Sewage – Zero Initiated; 3 Complete
• Temporary Water Line – 2 Initiated; 1 Complete
• Wellsite – 6 Initiated; 5 Complete

There were 224 permits issued by Roadata regarding the use of County of Wetaskiwin roads within the month of May 2019. There were 61 TRAVIS-MJ permits issued in May 2019 for a total of $884.50, plus one Non-TRAVIS permit issued for $25.00.

GP Road Inspections
There were 7 pre, 8 post inspections reported by Chris Patten for the month of May 2019. Rig matting was placed in the low spots at numerous approaches.
Recommendations

Administration recommends that Council approve the Public Works Report for May 2019 as presented.

Recommended Resolution

that Council approve the Public Works Report for May 2019 as presented.

Meeting Date (Report Reference Only): 2019/06/24
Meeting (Report Reference Only): Council Public Works

Background

The 2019 Municipal Capital and Operating Budget was reviewed and approved by Council at the May 6, 2019 budget meeting. (Ref. Resolution#CG201900506.007)

The Business Plan for Business Unit 3205 PW Maintenance action 1.3.1.1 states "Effectively manage the finances and resources of Public Works Administration". Therefore, Neil Powell, Director of Public Works presented the Public Works Service Request Management report for the month of ** as follows:

Public Works Service Request
Division One:
No SRM’s to Report

Division Two:
No SRM’s to Report

Division Three:
No SRM’s to Report

Division Four:
SRM 1932 - Pending (Under Review)
Councillor J. Bishop reported that east from Pipestone School the road has major frost boil issues with black dirt mounds developing along the road. Administration is to advise Council of the plan to address this problem which is endemic in the County. However, PW is taking measures to address many of the perennial problem areas in the County.

Division Five:
No SRM’s to Report

Division Six:
No SRM’s to Report

Division Seven:
No SRM’s to Report
Recommendations

Administration recommends that Council approve the Service Request Management Report for May 2019 as presented.

Recommended Resolution

That Council approve the Service Request Management Report for May 2019 as presented.
Councillor J. Bishop reported that east from Pipestone School the road has major frost boil issues with black dirt mounds developing along the road. Administration is to advise Council of the plan to address this problem.
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<th>AssignedToName</th>
<th>DateResolved</th>
<th>DateReported</th>
</tr>
</thead>
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<td>Perrin, Tim</td>
<td></td>
<td>05/06/19 2:15PM</td>
</tr>
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Background

The 2019 Municipal Capital and Operating Budget was reviewed and approved by Council at the May 6, 2019 budget meeting. (Ref. Resolution#CG201900506.007)

The Business Plan for Business Unit 3201 PW Administration action states “Effectively manage the finances and resources of Public Works Administration”, therefore the following Project Costing Report current to May 31, 2019 is presented for Council review.

On a time perspective and to the end of May, 2019 represents 42% of the annual year. Expense percentages for departments with steady and predictable monthly expenses are tracking as expected. Departments with seasonal or project-based work are wholly dependent upon their completion, therefore a value less significantly less than 42% indicates that work has yet to be initiated.

Public Works Service Request

- **3201 Administration Budget: $4,384,465** with $618,451 expended to date (14% of the budget). This department includes significant values for equipment capital purchases. Those purchases have yet to be capitalized.

- **3202 Fleet Management Budget: $4,334,740** with $971,062 expended to date (22.4% of the budget). Costs will begin to ramp up with spring and summer activities beginning and more intense use of all fleet equipment.

- **3203 Funded Projects Budget: $11,433,691** with $495,836 expended to date (4.3% of the budget). These costs will ramp up with the start of capital projects which include road and bridge upgrades.

- **3204 Patrol Operators Budget: $2,570,000** with $990,466 expended to date (38.5% of the budget). Tracking as expected considering weather and road conditions and maintaining level of services.

- **3205 Road Maintenance Budget: $2,623,248** with $1,027,706 expended to date. (39.2% of the budget).
o Items of note:
  ▪ On May 6, 2019 the approved budget for PW 5018 was established at $174,000. However, to the end of April 2019, the brushing budget had already accrued to $201,000; $27,000 over the budget amount. PW has frozen all brushing activities for the balance of 2019 and will reduce other activities by the $27,000 to meet the overall budget of 3205 Road Maintenance.
  ▪ Council had requested PW to provide estimate of experienced costs for the brushing program. The following is the average cost per hectare of brushing with respect to third-party contractors and county crews. The contracted work typically addresses thick stands of younger trees and is mulched on site. County crews address tree stands of various species and that are much larger and older. Brushing of the larger stands includes removal of stumps, burning of the timber, removal of the ash followed by spraying in year 2. The County also contracts out removal of large trees in the vicinity of overhead power lines as this is specialized work.
    - 2017 Contractor: $7,050 per hectare
    - 2017 County: $26,400 per hectare
    - 2018 Contractor: $15,800 per hectare
    - 2018 County: $35,200 per hectare
    - 2019 Contractor: no data
    - 2019 County: $7,400 per hectare

- 3206 Road Construction Budget: $3,258,637 with $115,453 expended to date. (3.5% of the budget). Work has begun on TR 472 from Hwy 814 to RR 232.

- 3207 Road Oiling Budget: $402,118 with $950 expended to date. (0.02% of the budget). Work will ramp up in the months of July and August.

- 3208 Gravel Budget: $3,272,697 with $1,308,772 expended to date. (40% of the budget). The 2019 gravel is actually 90% complete with Summer patching and undesignated areas to finish up in 2019. Other costs yet to be accounted for is transfer to reserves and adjustments to inventory.

Utilities Budget:

- 4100 Water Services Budget: $355,550 with $191,371 expended to date (53.8% of the budget). Tracking a bit high due to purchase of chemical supplies and equipment.
- **4200 Wastewater Services**: $2,870,838 with $989,540 expended to date (34.5% of the budget). Operations tracking on schedule. Work is finishing up on the SPL Wastewater System regarding Phase II and internal lines in Village Creek Estates and Crystal Keys. Alder Flats wastewater collection project scheduled to start in mid summer.

- **4300 Solid Waste Management budget**: $1,336,324 with $440,992 expended to date (33% of the budget). Tracking as expected. Costs will increase over the summer with more waste hauled out of the Transfer Stations.

**Recommendations**

Administration recommends that Council accept the Public Works and Utilities – Project Costing Report to May 31, 2019 as presented.

**Recommended Resolution**

that Council approve the Public Works and Utilities – Project Costing Report to May 31, 2019 as presented.
Land Acquisition Agreement – AltaGas Utilities Inc. - Report

Meeting Date (Report Reference Only): 2019/06/24
Meeting (Report Reference Only): Council Public Works

Background

In October 2018, adjacent landowners were informed that County Council along with County staff have identified Township Road 460 (from HWY 2A to RGE RD 240) and Range Road 240 (from TWP RD 460 to HWY 613) also known as the G3 Resource road, as the most likely of County roads that will experience the greatest increase in truck traffic. To plan for this, the County proposes to upgrade RGE RD 240 (2 miles) and TWP RD 460 (2 miles) to a paved road standard. The upgrade will include road reconstruction, intersection upgrades, bridge upgrades, granular base course and pavement to a 9-metre top width.

To proceed with the G3 project, ROHI Engineering has negotiated a Land Acquisition Agreement with AltaGas Utilities Inc. formerly Plains Western Gas and Electric Co. Ltd., for the purchase of 0.012 acres at NE 1-46-24 W4M. The land is required for the purpose of road widening and other related improvements. The land is valued at $6,000/per acre; therefore, the total purchase price will be $72.00 plus GST. Payment will be made once the Road Plan is registered with Alberta Land Titles.

Recommendations

Administration recommends that Council approve the Land Acquisition Agreement between the County of Wetaskiwin and AltaGas Utilities Inc. for the purchase of 0.012 acres from NE 1-46-24 W4M for road upgrading and other related improvements, for a total cost of $72.00 plus GST, for completion of the G3 Resource Road project.

Recommended Resolution

That Council approve the Land Acquisition Agreement between the County of Wetaskiwin and AltaGas Utilities Inc. for the purchase of 0.012 acres from NE 1-46-24 W4M for road upgrading and other related improvements, for a total cost of $72.00 plus GST, for completion of the G3 Resource Road project.
Memorandum of Agreement
As per Section 62 of the Municipal Government Act,
Governed by Alberta Law

entered into this _________day of ______________, A.D. 20______.

BETWEEN:
The County of Wetaskiwin No. 10
A Municipal Corporation pursuant to the laws
Of the Province of Alberta
(hereinafter referred to as “the County”)

OF THE FIRST PART

AND:
AltaGas Utilities Inc. formerly Plains Western Gas & Electric Co Ltd.
5509 45th Street
Leduc, AB
T9E 6T6

(hereinafter referred to as “the Owners”)

OF THE SECOND PART

LAND ACQUISITION AGREEMENT

WHEREAS the Owners are the registered Owners of the following lands:

NE 1-46-24-W4M

as more particularly described and set forth in Certificate of Title Number 752 013 641
registered in the North Alberta Land Registration District Office, hereinafter referred to as
“the Lands”; a copy of which is hereto attached as Schedule “B”;

AND WHEREAS THE COUNTY wishes to acquire a portion of the Lands from the Owners
for the purpose of road upgrading and other related improvements,

AND WHEREAS THE OWNERS are prepared to sell a portion of the Lands to the County
for the above noted purpose on the terms and subject to the conditions hereinafter set
forth.

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the
coventants and agreements hereinafter contained the Owners and the County covenant and
agree, each with the other as follows:
The Owners hereby assign, transfer and convey to the County and the County hereby purchases from the Owners the fee simple interest in that Portion of the lands free and clear of all encumbrances, and described as:

THE RIGHT OF WAY IS SHOWN ON SCHEDULE “A” ATTACHED TO THIS AGREEMENT, and more particularly described in a survey to be registered in the Land Titles Office for the North Alberta Registration District by or in conjunction with the County ((hereinafter defined as “the Right of Way”).

The Owners agree to accept the sum of Six Thousand Dollars ($6,000.00) per acre based on an acreage of an estimated 0.012 acres (for a total of $72.00, plus GST) in full and final settlement for the Right of Way being acquired by the County. Payment will be made once the Road Plan is registered with Alberta Land Titles. If the County registers a Road Plan for Right of Way showing an acreage greater than the acreage set forth herein, the County shall pay to the Owners compensation for the additional acreage on the basis as agreed upon above.

1. The Owners will be responsible for the payment of taxes on the portion of land to be taken, for the period of the signing of this agreement until the removal of the right of way from the lands, and the assessment change recorded on the County’s tax roll.
2. The consideration will not be due or payable until a Postponement to this Agreement has been obtained and registered from the all prior encumbrances registered against the Lands and affecting the right-of-way, and the County has registered a Caveat protecting its interest as a first charge against the Lands pursuant to this Agreement as contemplated by paragraph 8 herein, but in any event not later than commencement of construction.
3. The Owners warrant that he/she is lawfully seized of the lands and has a good right to enter into this Agreement and the Owners will warrant and defend the same unto the County against the lawful claims and demands of all persons whomsoever; the Owners further warrant that he/she is not aware of any mortgages or encumbrances affecting the land, or that any other person has an estate or interest therein, at law or at equity, in possession, remainder, reversion or expectancy other than those noted on the Certificate of Title.
4. The Owners have either obtained or waived legal advice.
5. The Owners provide confirmation of no tenancies.
6. From and after the date of execution of the Agreement by the Owners and the County, the County shall be at liberty to enter upon the Lands with surveyors, workmen and contractors, for the purpose of surveying, testing, backsloping and other duties related to the road upgrading.
7. The County shall be at liberty to file a Caveat against the title to the Lands to protect its interest in the Lands under this Agreement and the Owners acknowledge and agree that the County shall not be required to file a plan of survey for the Right-of-Way at the Land Titles Office for the North Alberta Land Registration District, until such time as the County considers that the said construction, extension or widening of the public roadway or ditch is necessary. The Owners further acknowledge that the Municipal Secretary of the County is at liberty to execute the affidavit and file the plan of survey at Land Titles Office for North Alberta Land Registry District with respect to the Right-of-Way. The County shall discharge the caveat registered against the Lands following the filing of a plan of survey for the Right-of-Way.
8. The County shall provide landscaping, fencing, back sloping or grading, if required.
9. The Owners hereby agree to indemnify and save harmless the County of and from any loss, cost, claims, expenses, actions or demands arising out of the County’s acquisition of the Right-of-Way from the Owners pursuant to this agreement.
10. This Agreement is not binding upon the County of Wetaskiwin No. 10 until accepted by resolution of the Council of the said County at a regular meeting.
11. This Agreement shall enure to the benefit and be binding upon the parties, and their heirs, executives, administrators, transferees, employees, agents, servants and assigns.
IN WITNESS WHEREOF the Owners have affixed their hand and seal and the County has affixed its seal as witnessed by the hands of its proper officers duly authorized in that behalf all as the day and year first above written.

Witness

L.D. (Lori) Blair
Supervisor, Land Services

AltGas Utilities Ltd., Western Gas & Electric Co Ltd (Seal)

COUNTY OF WETASKIWIN NO. 10

REEVE

COUNTY ADMINISTRATOR

Collection of Personal Information:
The personal information on this form is collected under the authority of Section 32 (c) of the Alberta Freedom of Information and Protection of Privacy Act. The information will be used to process your application(s) and your name and address may be included on reports that are available to the public. If you have any questions on the collection and use of this information, please contact the FOIP Coordinator at (780) 352-3321.

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All pertinent information included in a written submission received from the public that is presented to a Council, Committee or Board meeting of the County of Wetaskiwin becomes part of the public meeting minutes, unless otherwise requested by the individual in writing. Any personal information pertinent to the issue (including but not limited to, name and legal land description) could be recorded in the public minutes of the meeting.
Land Acquisition Agreement – Anderson, Brian and Sandra – Amendment-Report

Meeting Date (Report Reference Only): 2019/06/24
Meeting (Report Reference Only): Council Public Works

Background

At the March 26, 2019 Council for Public Works meeting, Council approved the Land Acquisition Agreement between the County of Wetaskiwin and Brian and Sandra Anderson for the purchase of 0.20 acres from NW 7-46-23 W4M for road widening/upgrading for the total cost of $1,200.00 plus GST, and that Council approve compensation to Brian and Sandra Anderson for the potential loss of twenty spruce trees due to taking of the right of way for the total amount of $5,000.00 ($250.00 per tree). (Ref. Resolution PW20190326.010)

Further negotiations with adjacent landowners determined that the value per acre was to be paid at $7,000.00 per acre rather than $6,000.00 per acre, which the Anderson’s had originally agreed to. ROHI Engineering has drafted a new Land Acquisition Agreement. Therefore, Administration is requesting that Resolution PW20190326.010 be rescinded in its entirety.

ROHI Engineering has negotiated a revised Land Acquisition Agreement with Brian and Sandra Anderson for the purchase of 0.20 acres at NW 7-46-23 W4M. The land is required for the purpose of road widening. The land is valued at $7,000 per acre; therefore, the total purchase price will be $1,400.00 plus GST. Payment will be made once the Road Plan is registered with Alberta Land Titles.

In addition to the above, the Owners agree to accept the sum of Two Thousand dollars ($2,000.00) per 1/2 mile of road frontage fencing for a fencing allowance. Existing is 0.1 miles of fence frontage for a total of $400.00.

The landowners also negotiated compensation for a total of $5,000.00 for the potential loss of twenty (20) spruce trees, ($250.00 per tree) due to the taking of the right of way.

Recommendations

1. Administration is requesting that Resolution PW20190326.010 be rescinded in its entirety.
2. Administration recommends that Council approve the Land Acquisition Agreement with Brian and Sandra Anderson for the purchase of 0.20 acres at NW 7-46-23 W4M, valued at $7,000/per acre, for a total purchase price of $1,400.00 plus GST, and the sum of Two Thousand dollars ($2,000.00) per 1/2 mile of road frontage fencing for a fencing allowance, for a total of $400.00, as well as compensation of $5,000.00 for the potential loss of twenty (20) spruce trees, ($250.00 per tree) due to the taking of the right of way for completion of the G3 Resource Road project.

**Recommended Resolution**

That Resolution PW20190326.010 be rescinded in its entirety.

That Council approve the Land Acquisition Agreement with Brian and Sandra Anderson for the purchase of 0.20 acres at NW 7-46-23 W4M, valued at $7,000/per acre, for a total purchase price of $1,400.00 plus GST, plus the sum of Two Thousand dollars ($2,000.00) per 1/2 mile of road frontage fencing for a fencing allowance, for a total of $400.00, as well as compensation of $5,000.00 for the potential loss of twenty (20) spruce trees, ($250.00 per tree) due to the taking of the right of way for completion of the G3 Resource Road project.
Memorandum of Agreement
As per Section 62 of the Municipal Government Act,
Governed by Alberta Law

entered into this ________ day of ______________, A.D. 20_____.

BETWEEN:
The County of Wetaskiwin No. 10
A Municipal Corporation pursuant to the laws
Of the Province of Alberta
(hereinafter referred to as “the County”)

OF THE FIRST PART

AND:
Brian E. Anderson and Sandra M. Anderson
4302-46A Street, Wetaskiwin, AB
T9A 1Z7
(hereinafter referred to as “the Owners”)

OF THE SECOND PART

LAND ACQUISITION AGREEMENT

WHEREAS the Owners are the registered Owners of the following lands:

NW 7-46-23-W4M

as more particularly described and set forth in Certificate of Title Number 042 493 139
registered in the North Alberta Land Registration District Office, hereinafter referred to as
"the Lands"; a copy of which is hereto attached as Schedule “B”,

AND WHEREAS THE COUNTY wishes to acquire a portion of the Lands from the Owners
for the purpose of road upgrading and other related improvements,

AND WHEREAS THE OWNERS are prepared to sell a portion of the Lands to the County
for the above noted purpose on the terms and subject to the conditions hereinafter set
forth.

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the
covenants and agreements hereinafter contained the Owners and the County covenant and
agree, each with the other as follows:

The Owners hereby assign, transfer and convey to the County and the County hereby
purchases from the Owners the fee simple interest in that Portion of the lands free
and clear of all encumbrances, and described as:
THE RIGHT OF WAY IS SHOWN ON SCHEDULE "A" ATTACHED TO THIS
AGREEMENT, and more particularly described in a survey to be registered in the Land
Titles Office for the North Alberta Registration District by or in conjunction with the
County ((hereinafter defined as "the Right of Way").

The Owners agree to accept the sum of Seven Thousand Dollars ($7,000.00) per
acre based on an acreage of an estimated 0.20 acres (for a total of
$1,400.00, plus GST) in full and final settlement for the Right of Way being
acquired by the County. Payment will be made once the Road Plan is registered
with Alberta Land Titles. If the County registers a Road Plan for Right of Way
showing an acreage greater than the acreage set forth herein, the County shall
pay to the Owners compensation for the additional acreage on the basis as agreed
upon above.

In addition to the above, the Owners;

a) Require compensation for the potential loss of twenty (20) spruce trees
due to the taking of right of way, the Owners agree to accept the sum of
Two hundred and fifty dollars ($250.00) per tree, for a total of
$5,000.00.

b) agree to accept the sum of Two Thousand dollars ($2,000.00) per 1/2 mile
of road frontage fencing for a fencing allowance. Existing is 0.1 miles of
fence frontage for a total of
$1,100.00.

1. The Owners will be responsible for the payment of taxes on the portion of land to be
taken, for the period of the signing of this agreement until the removal of the right
of way from the lands, and the assessment change recorded on the County's tax roll.
2. The consideration will not be due or payable until a Postponement to this Agreement
has been obtained and registered from all prior encumbrances registered against the
Lands and affecting the right-of-way, and the County has registered a Caveat
protecting its interest as a first charge against the Lands pursuant to this Agreement
as contemplated by paragraph 8 herein, but in any event not later than
commencement of construction.
3. The Owners warrant that he/she is lawfully seized of the lands and has a good right
to enter into this Agreement and the Owners will warrant and defend the same unto
the County against the lawful claims and demands of all persons whomsoever; the
Owners further warrant that he/she is not aware of any mortgages or encumbrances
affecting the land, or that any other person has an estate or interest therein, at law
or at equity, in possession, remainder, reversion or expectancy other than those
noted on the Certificate of Title.
4. The Owners have either obtained or waived legal advice.
5. The Owners provide confirmation of no tenancies.
6. From and after the date of execution of the Agreement by the Owners and the
County, the County shall be at liberty to enter upon the Lands with surveyors,
workmen and contractors, for the purpose of surveying, testing, backsloping and
other duties related to the road upgrading.
7. The County shall be at liberty to file a Caveat against the title to the Lands to protect
its interest in the Lands under this Agreement and the Owners acknowledge and
agree that the County shall not be required to file a plan of survey for the Right-of-
Way at the Land Titles Office for the North Alberta Land Registration District, until
such time as the County considers that the said construction, extension or widening
of the public roadway or ditch is necessary. The Owners further acknowledge that
the Municipal Secretary of the County is at liberty to execute the affidavit and file the
plan of survey at Land Titles Office for North Alberta Land Registry District with
respect to the Right-of-Way. The County shall discharge the caveat registered
against the Lands following the filing of a plan of survey for the Right-of-Way.
8. The County shall provide landscaping, fencing, back sloping or grading, as required.

Page 38 of 154
9. The Owners hereby agree to indemnify and save harmless the County of and from any loss, cost, claims, expenses, actions or demands arising out of the County's acquisition of the Right-of-Way from the Owners pursuant to this agreement.

10. This Agreement is not binding upon the County of Wetaskiwin No. 10 until accepted by resolution of the Council of the said County at a regular meeting.

11. This Agreement shall enure to the benefit and be binding upon the parties, and their heirs, executives, administrators, transferees, employees, agents, servants and assigns.

12. The County shall, at no cost to the Owners, remove salvage and reinstall the existing treated rail fence. The fence shall be installed to the satisfaction of the Owners.

IN WITNESS WHEREOF the Owners have affixed their hand and seal and the County has affixed its seal as witnessed by the hands of its proper officers duly authorized in that behalf all as the day and year first above written.

Witness

[Signature]

Witness

[Signature]

COUNTY OF WETASKIWİN NO. 10

REEVE

COUNTY ADMINISTRATOR

Collection of Personal Information:
The personal information on this form is collected under the authority of Section 32 (c) of the Alberta Freedom of Information and Protection of Privacy Act. The information will be used to process your application(s) and your name and address may be included on reports that are available to the public. If you have any questions on the collection and use of this information, please contact the FOIP Coordinator at (780) 352-3321.

Information submitted to County Council:
All pertinent information included in a written submission received from the public that is presented to a Council, Committee or Board meeting of the County of Wetaskiwin becomes part of the public meeting minutes, unless otherwise requested by the individual in writing. Any personal information pertinent to the issue (including but not limited to, name and legal land description) could be recorded in the public minutes of the meeting.
LAND TITLE CERTIFICATE

S
LINC  SHORT LEGAL       TITLE NUMBER
0011 774 750   4;23;46;7;NW     042 493 139

LEGAL DESCRIPTION

ALL THAT PORTION OF THE NORTH WEST QUARTER OF SECTION SEVEN (7)
TOWNSHIP FORTY SIX (46)
RANGE TWENTY THREE (23)
WEST OF THE FOURTH MERIDIAN, WHICH LIES SOUTH OF
THE SOUTH BOUNDARY OF THE DRAINAGE DITCH AS SHOWN ON ROAD
PLAN 720NY, CONTAINING 7.35 HECTARES (18.16 ACRES)
MORE OR LESS.
EXCEPTING THEREABOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE

MUNICIPALITY: COUNTY OF WETASKIWIN NO. 10

REFERENCE NUMBER: 892 289 590

------------------------------------------------------------------------
REGISTERED OWNER(S)
REGISTRATION DATE(DMY) DOCUMENT TYPE VALUE CONSIDERATION
------------------------------------------------------------------------
042 493 139 09/11/2004 TRANSFER OF LAND $39,000 $39,000

OWNERS
BRIAN E ANDERSON

AND
SANDRA M ANDERSON
BOTH OF:
4302-46A STREET
WETASKIWIN
ALBERTA T9A 1Z7
AS JOINT TENANTS

( CONTINUED )
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<td>072 039 748</td>
<td>22/01/2007</td>
<td>UTILITY RIGHT OF WAY GRANTEE - BATTLE RIVER RURAL ELECTRIFICATION</td>
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<tr>
<td></td>
<td></td>
<td>ASSOCIATION LIMITED. BOX 1420 CAMROSE ALBERTA T4V1X3</td>
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<tr>
<td>172 180 516</td>
<td>13/07/2017</td>
<td>MORTGAGE GRANTEE - ROYAL BANK OF CANADA. 10 YORK MILLS ROAD 3RD FLOOR</td>
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<td>TORONTO ONTARIO M2P0A2 ORIGINAL PRINCIPAL AMOUNT: $400,000</td>
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TOTAL INSTRUMENTS: 003

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN ACCURATE REPRODUCTION OF THE CERTIFICATE OF TITLE REPRESENTED HEREBIN THIS 19 DAY OF SEPTEMBER, 2018 AT 10:52 A.M.

ORDER NUMBER: 35917353

CUSTOMER FILE NUMBER:

*END OF CERTIFICATE*

THIS ELECTRONICALLY TRANSMITTED LAND TITLES PRODUCT IS INTENDED FOR THE SOLE USE OF THE ORIGINAL PURCHASER, AND NONE OTHER, SUBJECT TO WHAT IS SET OUT IN THE PARAGRAPH BELOW.

THE ABOVE PROVISIONS DO NOT PROHIBIT THE ORIGINAL PURCHASER FROM INCLUDING THIS UNMODIFIED PRODUCT IN ANY REPORT, OPINION, APPRAISAL OR OTHER ADVICE PREPARED BY THE ORIGINAL PURCHASER AS PART OF THE ORIGINAL PURCHASER APPLYING PROFESSIONAL, CONSULTING OR TECHNICAL EXPERTISE FOR THE BENEFIT OF CLIENT(S).
NW 7-46-23-4
COT: 042 493 139
BRIAN E & SANDRA M ANDERSON
4302-46A STREET WETASKIWIN, AB T9A 1Z7

AREA REQUIRED FOR RIGHT-OF-WAY: 0.08 ha (0.20 Ac)

REV
REVISION

FILE No. 18-042
DRAWN: AC
SHEET: 1 of 1
PAGE: 42
DRAWING: 18-042-ROW24
Background

In October 2018, adjacent landowners were informed that County Council along with County staff have identified Township Road 460 (from HWY 2A to RGE RD 240) and Range Road 240 (from TWP RD 460 to HWY 613) otherwise known as the G3 Resource Road project, as the most likely of County roads that will experience the greatest increase in truck traffic. To plan for this, the County proposes to upgrade RGE RD 240 (2 miles) and TWP RD 460 (2 miles) to a paved road standard. The upgrade will include road reconstruction, intersection upgrades, bridge upgrades, granular base course and pavement to a 9-metre top width.

To proceed with the G3 project, ROHI Engineering has negotiated a Land Acquisition Agreement with Cody Bradford for the purchase of an estimated 0.25 acres total from NW 7-46-23 W4M. The land is required for the purpose of road widening. The land is valued at $7,000/per acre; therefore, the total purchase price will be $1,750.00 plus GST. Payment will be made once the Road Plan is registered with Alberta Land Titles.

In addition to the above, the Owner agrees to accept the sum of Two Thousand dollars ($2,000.00) per 1/2 mile of road frontage fencing for a fencing allowance. Existing is 0.1 linear meters of fence frontage for a total of $400.00.

Recommendations

Administration recommends that Council approve the Land Acquisition Agreement between the County of Wetaskiwin and Cody Bradford for the purchase of 0.25 acres from NW 7-46-23 W4M for completion of the G3 Resource Road, for a total cost of $1,750.00 plus GST, plus a fencing allowance of Two Thousand dollars ($2,000.00) per 1/2 mile of road frontage fencing to a maximum of $400.00.

Recommended Resolution

That Council approve the Land Acquisition Agreement between the County of Wetaskiwin and Cody Bradford for the purchase of 0.25 acres from NW 7-46-23 W4M for completion of the G3
Resource Road, for a total cost of $1,750.00 plus GST, plus a fencing allowance of Two Thousand dollars ($2,000.00) per 1/2 mile of road frontage fencing to a maximum of $400.00.
Memorandum of Agreement
As per Section 62 of the Municipal Government Act,
Governed by Alberta Law

entered into this ________day of ______________, A.D. 20______.

BETWEEN:
The County of Wetaskiwin No. 10
A Municipal Corporation pursuant to the laws
Of the Province of Alberta
(hereinafter referred to as “the County”)

OF THE FIRST PART

AND:
Cody Bradford.
RR 2 Wetaskiwin, AB.
T9A 1W9

(hereinafter referred to as “the Owners”)

OF THE SECOND PART

LAND ACQUISITION AGREEMENT

WHEREAS the Owners are the registered Owners of the following lands:

NW 7-46-23-W4M

as more particularly described and set forth in Certificate of Title Number 152 364 471
registered in the North Alberta Land Registration District Office, hereinafter referred to as
“the Lands”; a copy of which is hereto attached as Schedule “B”,

AND WHEREAS THE COUNTY wishes to acquire a portion of the Lands from the Owners
for the purpose of road upgrading and other related improvements,

AND WHEREAS THE OWNERS are prepared to sell a portion of the Lands to the County
for the above noted purpose on the terms and subject to the conditions hereinafter set
forth.

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the
covenants and agreements hereinafter contained the Owners and the County covenant and
agree, each with the other as follows:
The Owners hereby assign, transfer and convey to the County and the County hereby purchases from the Owners the fee simple interest in that Portion of the lands free and clear of all encumbrances, and described as:

THE RIGHT OF WAY IS SHOWN ON SCHEDULE "A" ATTACHED TO THIS AGREEMENT, and more particularly described in a survey to be registered in the Land Titles Office for the North Alberta Registration District by or in conjunction with the County ((hereinafter defined as "the Right of Way").

The Owners agree to accept the sum of Seven Thousand Dollars ($7,000.00) per acre based on an acreage of an estimated 0.25 acres (for a total of $1,750.00, plus GST) in full and final settlement for the Right of Way being acquired by the County. Payment will be made once the Road Plan is registered with Alberta Land Titles. If the County registers a Road Plan for Right of Way showing an acreage greater than the acreage set forth herein, the County shall pay to the Owners compensation for the additional acreage on the basis as agreed upon above.

In addition to the above;

a) The Owners agree to accept the sum of Two Thousand dollars ($2,000.00) per ½ mile of road frontage fencing for a fencing allowance. Existing is 0.1 miles of fence frontage for a total of $140.00.

1. The Owners will be responsible for the payment of taxes on the portion of land to be taken, for the period of the signing of this agreement until the removal of the right of way from the lands, and the assessment change recorded on the County's tax roll.
2. The consideration will not be due or payable until a Postponement to this Agreement has been obtained and registered from all prior encumbrances registered against the Lands and affecting the right-of-way, and the County has registered a Caveat protecting its interest as a first charge against the Lands pursuant to this Agreement as contemplated by paragraph 8 herein, but in any event not later than commencement of construction.
3. The Owners warrant that he/she is lawfully seized of the lands and has a good right to enter into this Agreement and the Owners will warrant and defend the same unto the County against the lawful claims and demands of all persons whomsoever; the Owners further warrant that he/she is not aware of any mortgages or encumbrances affecting the land, or that any other person has an estate or interest therein, at law or at equity, in possession, remainder, reversion or expectancy other than those noted on the Certificate of Title.
4. The Owners have either obtained or waived legal advice.
5. The Owners provide confirmation of no tenancies.
6. From and after the date of execution of the Agreement by the Owners and the County, the County shall be at liberty to enter upon the Lands with surveyors, workmen and contractors, for the purpose of surveying, testing, backsloping and other duties related to the road upgrading.
7. The County shall be at liberty to file a Caveat against the title to the Lands to protect its interest in the Lands under this Agreement and the Owners acknowledge and agree that the County shall not be required to file a plan of survey for the Right-of-Way at the Land Titles Office for the North Alberta Land Registration District, until such time as the County considers that the said construction, extension or widening of the public roadway or ditch is necessary. The Owners further acknowledge that the Municipal Secretary of the County is at liberty to execute the affidavit and file the plan of survey at Land Titles Office for North Alberta Land Registry District with respect to the Right-of-Way. The County shall discharge the caveat registered against the Lands following the filing of a plan of survey for the Right-of-Way.
8. The County shall provide landscaping, fencing, back sloping or grading, as required.
9. The Owners hereby agree to indemnify and save harmless the County of and from any loss, cost, claims, expenses, actions or demands arising out of the County's acquisition of the Right-of-Way from the Owners pursuant to this agreement.

10. This Agreement is not binding upon the County of Wetaskiwin No. 10 until accepted by resolution of the Council of the said County at a regular meeting.

11. This Agreement shall enure to the benefit and be binding upon the parties, and their heirs, executives, administrators, transferees, employees, agents, servants and assigns.

IN WITNESS WHEREOF the Owners have affixed their hand and seal and the County has affixed its seal as witnessed by the hands of its proper officers duly authorized in that behalf all as the day and year first above written.

[Signatures]

Witness

Cody Bradford.

COUNTY OF WETASKIWIN NO. 10

REEVE

COUNTY ADMINISTRATOR

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PROPOSED R/W 20.12m
EXISTING R/W 5.0m

AREA REQ'D FOR RIGHT-OF-WAY = 0.10 ha (0.25 Ac)
AREA REQ'D FOR BACKSLOPING = 0.07 ha (0.19 Ac)

CODY BRADFORD
RR 2 WETASKIWIN, AB T9A 1W9

REV: 18-042
DRAWN: AC
FILE No: 18-042
DRAWING: 18-042-ROW27

Page 48 of 154
LAND TITLE CERTIFICATE

S
LINC SHORT LEGAL TITLE NUMBER
0023 307 143 4;23;46;7;NW 152 364 471

LEGAL DESCRIPTION

MERIDIAN 4 RANGE 23 TOWNSHIP 46
SECTION 7
ALL THAT PORTION OF THE NORTH WEST QUARTER
WHICH LIES NORTH OF A LINE DRAWN PARALLEL TO THE NORTH
BOUNDARY OF THE SAID QUARTER SECTION AND 517 FEET
PERPENDICULARLY DISTANT SOUTHERLY THEREFROM AND WEST OF A
LINE DRAWN PERPENDICULAR TO THE SAID NORTH BOUNDARY THROUGH
POINTS MARKED I.P. 3 PITS R 8 AND I.P.R. 9, AS SHOWN ON
ROAD PLAN 2175NY
CONTAINING 8.24 HECTARES (20.36 ACRES) MORE OR LESS
EXCEPTING THEREOUT:
0.145 HECTARES (0.36 OF AN ACRE) MORE OR LESS, AS SHOWN ON
SAID PLAN 2175NY
EXCEPTING THEREABOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE

MUNICIPALITY: COUNTY OF WETASKIWIN NO. 10

REFERENCE NUMBER: 082 290 788

-------------------------------------
REGISTERED OWNER(S)

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<td>21/11/2015</td>
<td>TRANSFER OF LAND</td>
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OWNERS

CODY BRADFORD
OF RR#2
WETASKIWIN
ALBERTA T9A 1W9

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<td>UTILITY RIGHT OF WAY</td>
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<td>BOX 1552, TAXATION DEPARTMENT</td>
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<td></td>
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<td>ALBERTA T5J2N7</td>
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<td>10 YORK MILLS RD, 3 FL</td>
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TOTAL INSTRUMENTS: 003

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN ACCURATE REPRODUCTION OF THE CERTIFICATE OF TITLE REPRESENTED HEREIN THIS 19 DAY OF SEPTEMBER, 2018 AT 11:36 A.M.

ORDER NUMBER: 35918179

CUSTOMER FILE NUMBER: *END OF CERTIFICATE*

THIS ELECTRONICALLY TRANSMITTED LAND TITLES PRODUCT IS INTENDED FOR THE SOLE USE OF THE ORIGINAL PURCHASER, AND NONE OTHER, SUBJECT TO WHAT IS SET OUT IN THE PARAGRAPH BELOW.

THE ABOVE PROVISIONS DO NOT PROHIBIT THE ORIGINAL PURCHASER FROM INCLUDING THIS UNMODIFIED PRODUCT IN ANY REPORT, OPINION, APPRAISAL OR OTHER ADVICE PREPARED BY THE ORIGINAL PURCHASER AS PART OF THE ORIGINAL PURCHASER APPLYING PROFESSIONAL, CONSULTING OR TECHNICAL EXPERTISE FOR THE BENEFIT OF CLIENT(S).
Land Acquisition Agreement - David and Shauna Recknagle – NW 31-45-23 W4M - Report

Meeting Date (Report Reference Only): 2019/06/24
Meeting (Report Reference Only): Council Public Works

Background

In October 2018, adjacent landowners were informed that County Council along with County staff have identified Township Road 460 (from HWY 2A to RGE RD 240) and Range Road 240 (from TWP RD 460 to HWY 613) otherwise known as the G3 Resource Road project, as the most likely of County roads that will experience the greatest increase in truck traffic. To plan for this, the County proposes to upgrade RGE RD 240 (2 miles) and TWP RD 460 (2 miles) to a paved road standard. The upgrade will include road reconstruction, intersection upgrades, bridge upgrades, granular base course and pavement to a 9-metre top width.

To proceed with the G3 project, ROHI Engineering has negotiated a Land Acquisition Agreement with David and Shauna Recknagle for the purchase of an estimated 0.05 acres total from NW 31-45-23 W4M. The land is required for the purpose of road widening. The land is valued at $7,000/per acre; therefore, the total purchase price will be $350.00 plus GST. Payment will be made once the Road Plan is registered with Alberta Land Titles.

In addition to the above, the Owners agree to accept the sum of Two Thousand dollars ($2,000.00) per 1/2 mile of road frontage fencing for a fencing allowance. Existing is 0.05 linear meters of fence frontage for a total of $100.00.

Recommendations

Administration recommends that Council approve the Land Acquisition Agreement between the County of Wetaskiwin and David and Shauna Recknagle for the purchase of 0.05 acres from NW 31-45-23 W4M for road upgrading for a total cost of $350.00 plus GST, and fencing allowance of Two Thousand dollars ($2,000.00) per 1/2 mile of road frontage fencing to a maximum of $100.00, for completion of the G3 Resource Road project.

Recommended Resolution

Administration recommends that Council approve the Land Acquisition Agreement between the County of Wetaskiwin and David and Shauna Recknagle for the purchase of 0.05 acres from NW 31-45-23 W4M for road upgrading for a total cost of $350.00 plus GST, and fencing allowance of
Two Thousand dollars ($2,000.00) per 1/2 mile of road frontage fencing to a maximum of $100.00, for completion of the G3 Resource Road project.
Memorandum of Agreement
As per Section 62 of the Municipal Government Act,
Governed by Alberta Law

entered into this ________day of ______________, A.D. 20______.

BETWEEN:
The County of Wetaskiwin No. 10
A Municipal Corporation pursuant to the laws
Of the Province of Alberta
(hereinafter referred to as “the County”)

OF THE FIRST PART

AND:
David Recknagle and Shauna Recknagle
PO Box 6927, Wetaskiwin, AB
T9A 2G5
(hereinafter referred to as “the Owners”)

OF THE SECOND PART

LAND ACQUISITION AGREEMENT

WHEREAS the Owners are the registered Owners of the following lands:

NW 31-45-23-W4M

as more particularly described and set forth in Certificate of Title Number 012 202 415 registered in the North Alberta Land Registration District Office, hereinafter referred to as “the Lands”; a copy of which is hereto attached as Schedule “B”,

AND WHEREAS THE COUNTY wishes to acquire a portion of the Lands from the Owners for the purpose of road upgrading and other related improvements,

AND WHEREAS THE OWNERS are prepared to sell a portion of the Lands to the County for the above noted purpose on the terms and subject to the conditions hereinafter set forth.

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the covenants and agreements hereinafter contained the Owners and the County covenant and agree, each with the other as follows:

The Owners hereby assign, transfer and convey to the County and the County hereby purchases from the Owners the fee simple interest in that Portion of the lands free and clear of all encumbrances, and described as:
THE RIGHT OF WAY IS SHOWN ON SCHEDULE "A" ATTACHED TO THIS AGREEMENT, and more particularly described in a survey to be registered in the Land Titles Office for the North Alberta Registration District by or in conjunction with the County (hereinafter defined as "the Right of Way").

The Owners agree to accept the sum of Seven Thousand Dollars ($7,000.00) per acre based on an acreage of an estimated 0.05 acres (for a total of $350.00, plus GST) in full and final settlement for the Right of Way being acquired by the County. Payment will be made once the Road Plan is registered with Alberta Land Titles. If the County registers a Road Plan for Right of Way showing an acreage greater than the acreage set forth herein, the County shall pay to the Owners compensation for the additional acreage on the basis as agreed upon above.

In addition to the above;

a) The Owners agree to accept the sum of Two Thousand dollars ($2,000.00) per ½ mile of road frontage fencing for a fencing allowance. Existing is 0.05 miles of fence frontage for a total of $100.00

1. The Owners will be responsible for the payment of taxes on the portion of land to be taken, for the period of the signing of this agreement until the removal of the right of way from the lands, and the assessment change recorded on the County's tax roll.
2. The consideration will not be due or payable until a Postponement to this Agreement has been obtained and registered from all prior encumbrances registered against the Lands and affecting the right-of-way, and the County has registered a Caveat protecting its interest as a first charge against the Lands pursuant to this Agreement as contemplated by paragraph 8 herein, but in any event not later than commencement of construction.
3. The Owners warrant that he/she is lawfully seized of the lands and has a good right to enter into this Agreement and the Owners will warrant and defend the same unto the County against the lawful claims and demands of all persons whomsoever; the Owners further warrant that he/she is not aware of any mortgages or encumbrances affecting the land, or that any other person has an estate or interest therein, at law or at equity, in possession, remainder, reversion or expectancy other than those noted on the Certificate of Title.
4. The Owners have either obtained or waived legal advice.
5. The Owners provide confirmation of no tenancies.
6. From and after the date of execution of the Agreement by the Owners and the County, the County shall be at liberty to enter upon the Lands with surveyors, workmen and contractors, for the purpose of surveying, testing, backsloping and other duties related to the road upgrading.
7. The County shall be at liberty to file a Caveat against the title to the Lands to protect its interest in the Lands under this Agreement and the Owners acknowledge and agree that the County shall not be required to file a plan of survey for the Right-of-Way at the Land Titles Office for the North Alberta Land Registration District, until such time as the County considers that the said construction, extension or widening of the public roadway or ditch is necessary. The Owners further acknowledge that the Municipal Secretary of the County is at liberty to execute the affidavit and file the plan of survey at Land Titles Office for North Alberta Land Registry District with respect to the Right-of-Way. The County shall discharge the caveat registered against the Lands following the filing of a plan of survey for the Right-of-Way.
8. The County shall provide landscaping, fencing, back sloping or grading, as required.
9. The Owners hereby agree to indemnify and save harmless the County of and from any loss, cost, claims, expenses, actions or demands arising out of the County’s acquisition of the Right-of-Way from the Owners pursuant to this agreement.
10. This Agreement is not binding upon the County of Wetaskiwin No. 10 until accepted by resolution of the Council of the said County at a regular meeting.
11. This Agreement shall enure to the benefit and be binding upon the parties, and their heirs, executors, administrators, transferees, employees, agents, servants and assigns.

IN WITNESS WHEREOF the Owners have affixed their hand and seal and the County has affixed its seal as witnessed by the hands of its proper officers duly authorized in that behalf all as the day and year first above written.

[Signatures]

Witness

Witness

COUNTY OF WETASKIWIN NO. 10

REEVE

COUNTY ADMINISTRATOR

Collection of Personal Information:
The personal information on this form is collected under the authority of Section 32 (c) of the Alberta Freedom of Information and Protection of Privacy Act. The information will be used to process your application(s) and your name and address may be included on reports that are available to the public. If you have any questions on the collection and use of this information, please contact the FOIP Coordinator at (780) 352-3321.

Information submitted to County Council:
All pertinent information included in a written submission received from the public that is presented to a Council, Committee or Board meeting of the County of Wetaskiwin becomes part of the public meeting minutes, unless otherwise requested by the individual in writing. Any personal information pertinent to the issue (including but not limited to, name and legal land description) could be recorded in the public minutes of the meeting.
LAND TITLE CERTIFICATE

S
LINC SHORT LEGAL TITLE NUMBER
0015 621 650 4;23;45;31;NW 012 202 415

LEGAL DESCRIPTION

MERIDIAN 4 RANGE 23 TOWNSHIP 45
SECTION 31
QUARTER NW
CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS
EXCEPTING THEREOUT:

HECTARES (ACRES) MORE OR LESS
A) PLAN 9023012 DESCRIPTIVE 1.68 4.15
EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE

MUNICIPALITY: COUNTY OF WETASKIWIN NO. 10

REFERENCE NUMBER: 902 312 623 +1

REGISTERED OWNER(S)

REGISTRATION DATE(DMY) DOCUMENT TYPE VALUE CONSIDERATION
012 202 415 06/07/2001 TRANSFER OF LAND $140,000 $140,000

OWNERS

DAVID RECKNAGLE

AND

SHAUNA RECKNAGLE

BOTH OF:
P.O. BOX 6927
WETASKIWIN
ALBERTA T9A 2G5
AS JOINT TENANTS

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TOTAL INSTRUMENTS: 006

( CONTINUED )
THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN ACCURATE REPRODUCTION OF THE CERTIFICATE OF TITLE REPRESENTED HEREIN THIS 19 DAY OF SEPTEMBER, 2018 AT 10:52 A.M.

ORDER NUMBER: 35917353

CUSTOMER FILE NUMBER:

*END OF CERTIFICATE*

THIS ELECTRONICALLY TRANSMITTED LAND TITLES PRODUCT IS INTENDED FOR THE SOLE USE OF THE ORIGINAL PURCHASER, AND NONE OTHER, SUBJECT TO WHAT IS SET OUT IN THE PARAGRAPH BELOW.

THE ABOVE PROVISIONS DO NOT PROHIBIT THE ORIGINAL PURCHASER FROM INCLUDING THIS UNMODIFIED PRODUCT IN ANY REPORT, OPINION, APPRAISAL OR OTHER ADVICE PREPARED BY THE ORIGINAL PURCHASER AS PART OF THE ORIGINAL PURCHASER APPLYING PROFESSIONAL, CONSULTING OR TECHNICAL EXPERTISE FOR THE BENEFIT OF CLIENT(S).
Land Acquisition Agreement – David Roger John Cicon
– NE 35-45-24 W4M - Report

Meeting Date (Report Reference Only): 2019/06/24
Meeting (Report Reference Only): Council Public Works

Background

In October 2018, adjacent landowners were informed that County Council along with County staff have identified Township Road 460 (from HWY 2A to RGE RD 240) and Range Road 240 (from TWP RD 460 to HWY 613) otherwise known as the G3 Resource Road project, as the most likely of County roads that will experience the greatest increase in truck traffic. To plan for this, the County proposes to upgrade RGE RD 240 (2 miles) and TWP RD 460 (2 miles) to a paved road standard. The upgrade will include road reconstruction, intersection upgrades, bridge upgrades, granular base course and pavement to a 9-metre top width.

To proceed with the G3 project, ROHI Engineering has negotiated a Land Acquisition Agreement with David Roger John Cicon for the purchase of an estimated 1.11 acres total from N E 35-45-24 W4M. The land is required for the purpose of road widening. The land is valued at $7,000/per acre; therefore, the total purchase price will be $7,770.00 plus GST. Payment will be made once the Road Plan is registered with Alberta Land Titles.

In addition to the above, the Owner agrees to accept the sum of Two Thousand dollars ($2,000.00) per 1/2 mile of road frontage fencing for a total of $2,000.00.

As per Special Provision 5.17 “Landowners Release”, a release will be required.

Recommendations

Administration recommends that Council approve the Land Acquisition Agreement between the County of Wetaskiwin and David Roger John Cicon for the purchase of 1.11 acres from NE 7-45-24 W4M for completion of the G3 Resource Road, for a total cost of $7,770.00 plus GST, plus a fencing allowance of Two Thousand dollars ($2,000.00) per 1/2 mile of road frontage fencing for a total of $2,000.00.

Recommended Resolution

That Council approve the Land Acquisition Agreement between the County of Wetaskiwin and David Roger John Cicon for the purchase of 1.11 acres from NE 7-45-24 W4M for completion of
the G3 Resource Road, for a total cost of $7,770.00 plus GST, plus a fencing allowance of Two Thousand dollars ($2,000.00) per 1/2 mile of road frontage fencing for a total of $2,000.00.
Memorandum of Agreement
As per Section 62 of the Municipal Government Act,
Governed by Alberta Law

entered into this ________ day of _____________, A.D. 20______.

BETWEEN:
The County of Wetaskiwin No. 10
A Municipal Corporation pursuant to the laws
Of the Province of Alberta
(hereinafter referred to as "the County")

OF THE FIRST PART

AND:
David Roger John Cicon.
P.O BOX 553 Chetwynd
British Columbia, BC
VOC 1J0
(hereinafter referred to as "the Owners")

OF THE SECOND PART

LAND ACQUISITION AGREEMENT

WHEREAS the Owners are the registered Owners of the following lands:

NE 35-45-24-W4M

as more particularly described and set forth in Certificate of Title Number 852 049 121
registered in the North Alberta Land Registration District Office, hereinafter referred to as
"the Lands"; a copy of which is hereto attached as Schedule "B",

AND WHEREAS THE COUNTY wishes to acquire a portion of the Lands from the Owners
for the purpose of road upgrading and other related improvements,

AND WHEREAS THE OWNERS are prepared to sell a portion of the Lands to the County
for the above noted purpose on the terms and subject to the conditions hereinafter set
forth.

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the
covenants and agreements hereinafter contained the Owners and the County covenant and
agree, each with the other as follows:

The Owners hereby assign, transfer and convey to the County and the County hereby
purchases from the Owners the fee simple interest in that Portion of the lands free
and clear of all encumbrances, and described as:
THE RIGHT OF WAY IS SHOWN ON SCHEDULE "A" ATTACHED TO THIS AGREEMENT, and more particularly described in a survey to be registered in the Land Titles Office for the North Alberta Registration District by or in conjunction with the County ((hereinafter defined as "the Right of Way").

The Owners agree to accept the sum of Seven Thousand Dollars ($7,000.00) per acre based on an acreage of an estimated 1.11 acres (for a total of $7,770.00, plus GST) in full and final settlement for the Right of Way being acquired by the County. Payment will be made once the Road Plan is registered with Alberta Land Titles. If the County registers a Road Plan for Right of Way showing an acreage greater than the acreage set forth herein, the County shall pay to the Owners compensation for the additional acreage on the basis as agreed upon above.

In addition to the above;

a) The Owners agree to accept the sum of Two Thousand dollars ($2,000.00) per ½ mile of road frontage fencing for a fencing allowance for a total of $2,000.00.

1. The Owners will be responsible for the payment of taxes on the portion of land to be taken, for the period of the signing of this agreement until the removal of the right of way from the lands, and the assessment change recorded on the County’s tax roll.
2. The consideration will not be due or payable until a Postponement to this Agreement has been obtained and registered from all prior encumbrances registered against the Lands and affecting the right-of-way, and the County has registered a Caveat protecting its interest as a first charge against the Lands pursuant to this Agreement as contemplated by paragraph 8 herein, but in any event not later than commencement of construction.
3. The Owners warrant that he/she is lawfully seized of the lands and has a good right to enter into this Agreement and the Owners will warrant and defend the same unto the County against the lawful claims and demands of all persons whomsoever; the Owners further warrant that he/she is not aware of any mortgages or encumbrances affecting the land, or that any other person has an estate or interest therein, at law or at equity, in possession, remainder, reversion or expectancy other than those noted on the Certificate of Title.
4. The Owners have either obtained or waived legal advice.
5. The Owners provide confirmation of no tenancies.
6. From and after the date of execution of the Agreement by the Owners and the County, the County shall be at liberty to enter upon the Lands with surveyors, workmen and contractors, for the purpose of surveying, testing, backsloping and other duties related to the road upgrading.
7. The County shall be at liberty to file a Caveat against the title to the Lands to protect its Interest in the Lands under this Agreement and the Owners acknowledge and agree that the County shall not be required to file a plan of survey for the Right-of-Way at the Land Titles Office for the North Alberta Land Registration District, until such time as the County considers that the said construction, extension or widening of the public roadway or ditch is necessary. The Owners further acknowledge that the Municipal Secretary of the County is at liberty to execute the affidavit and file the plan of survey at Land Titles Office for North Alberta Land Registry District with respect to the Right-of-Way. The County shall discharge the caveat registered against the Lands following the filing of a plan of survey for the Right-of-Way.
8. The Owners hereby agree to indemnify and save harmless the County of and from any loss, cost, claims, expenses, actions or demands arising out of the County’s acquisition of the Right-of-Way from the Owners pursuant to this agreement.
9. This Agreement is not binding upon the County of Wetaskiwin No. 10 until accepted by resolution of the Council of the said County at a regular meeting.

AS PER SPECIAL PROVISION 577 "Land owners release" a release will be required.
11. This Agreement shall enure to the benefit and be binding upon the parties, and their heirs, executives, administrators, transferees, employees, agents, servants and assigns.

IN WITNESS WHEREOF the Owners have affixed their hand and seal and the County has affixed its seal as witnessed by the hands of its proper officers duly authorized in that behalf all as the day and year first above written.

Witness

David Roger John Cicon

COUNTY OF WETASKIWIN NO. 10

REEVE

COUNTY ADMINISTRATOR

Collection of Personal Information:
The personal information on this form is collected under the authority of Section 32 (c) of the Alberta Freedom of Information and Protection of Privacy Act. The information will be used to process your application(s) and your name and address may be included on reports that are available to the public. If you have any questions on the collection and use of this information, please contact the FOIP Coordinator at (780) 352-3321.

Information submitted to County Council:
All pertinent information included in a written submission received from the public that is presented to a Council, Committee or Board meeting of the County of Wetaskiwin becomes part of the public meeting minutes, unless otherwise requested by the individual in writing. Any personal information pertinent to the issue (including but not limited to, name and legal land description) could be recorded in the public minutes of the meeting.
NE 35-45-24-4
COT: 852-049-121
DAVID ROGER JOHN CICON
PO BOX 553 CHETWYND, BC VOC 1JO
AREA REQ'D FOR RIGHT-OF-WAY = 0.45 ha (1.11 Ac)
AREA REQ'D FOR BACKSLOPING = 0.08 ha (0.20 Ac)
LAND TITLE CERTIFICATE

S  LINC  SHORT LEGAL  TITLE NUMBER
0021 593 505 4;24;45;35;NE  852 049 121

LEGAL DESCRIPTION
MERIDIAN 4 RANGE 24 TOWNSHIP 45
SECTION 35
QUARTER NORTH EAST
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 64.7 HECTARES (160 ACRES) MORE OR LESS

ESTATE: FEE SIMPLE

MUNICIPALITY: COUNTY OF WETASKIWIN NO. 10

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OWNERS

DAVID ROGER JOHN CICON
OF P.O. BOX 553
CHETWYND
BRITISH COLUMBIA V0C 1J0

ENCUMBRANCES, LIENS & INTERESTS

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GRANTEE - RIDGEBACK RESOURCES INC.
PO BOX 1958, STATION M
CALGARY
ALBERTA T2P2M2
(Data updated by: transfer of utility right of way 122361429)
(Data updated by: change of name 132161172)
(Data updated by: transfer of utility right of way 172251295)

(continued)
TOTAL INSTRUMENTS: 001

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN ACCURATE REPRODUCTION OF THE CERTIFICATE OF TITLE REPRESENTED HEREIN THIS 19 DAY OF SEPTEMBER, 2018 AT 11:47 A.M.

ORDER NUMBER: 35918379

CUSTOMER FILE NUMBER:

*END OF CERTIFICATE*

THIS ELECTRONICALLY TRANSMITTED LAND TITLES PRODUCT IS INTENDED FOR THE SOLE USE OF THE ORIGINAL PURCHASER, AND NONE OTHER, SUBJECT TO WHAT IS SET OUT IN THE PARAGRAPH BELOW.

THE ABOVE PROVISIONS DO NOT PROHIBIT THE ORIGINAL PURCHASER FROM INCLUDING THIS UNMODIFIED PRODUCT IN ANY REPORT, OPINION, APPRAISAL OR OTHER ADVICE PREPARED BY THE ORIGINAL PURCHASER AS PART OF THE ORIGINAL PURCHASER APPLYING PROFESSIONAL, CONSULTING OR TECHNICAL EXPERTISE FOR THE BENEFIT OF CLIENT(S).
Land Acquisition Agreement – Deen Foods Ltd. – Revised - Report

Meeting Date (Report Reference Only): 2019/06/24
Meeting (Report Reference Only): Council Public Works

Background

At the March 26, 2019 Council for Public Works meeting, Council approved the Land Acquisition Agreement between the County of Wetaskiwin and Deen Foods Ltd. for the purchase of 1.04 acres from NW 35-45-24 W4M for road widening/upgrading for the total cost of $6,240.00 plus GST. (Ref. Resolution PW20190326.012)

Further negotiations with adjacent landowners determined that the value per acre was to be paid at $7,000.00 per acre rather than $6,000.00 per acre, which Deen Foods Ltd. had originally agreed to. ROHI Engineering has drafted a new Land Acquisition Agreement. Therefore, Administration is requesting that Resolution PW20190326.012 be rescinded in its entirety.

ROHI Engineering has negotiated a revised Land Acquisition Agreement with Deen Food’s Ltd. for the purchase of 1.04 acres at NW 35-45-24 W4M. The land is required for the purpose of road widening. The land is valued at $7,000/per acre; therefore, the total purchase price will be $7,280.00 plus GST. Payment will be made once the Road Plan is registered with Alberta Land Titles.

In addition to the above, the Owners agree to accept the sum of Two Thousand dollars ($2,000.00) per 1/2 mile of road frontage fencing for a fencing allowance for a total of $2,000.00.

Recommendations

Administration recommends that Resolution PW20190326.012 be rescinded in its entirety and that Council approve the Land Acquisition Agreement with Deen Foods Ltd. for the purchase of 1.04 acres at NW 35-45-24 W4M, valued at $7,000/per acre, for a total purchase price of $7,280.00 plus GST, and the sum of Two Thousand dollars ($2,000.00) per 1/2 mile of road frontage fencing for a fencing allowance, for a total of $2,000.00, due to the taking of the right of way for completion of the G3 Resource Road project.

Recommended Resolution

1. That Resolution PW20190326.012 be rescinded in its entirety.
2. That Council approve the Land Acquisition Agreement with Deen Foods Ltd. for the purchase of 1.04 acres at NW 35-45-24 W4M, valued at $7,000/per acre, for a total purchase price of $7,280.00 plus GST, and the sum of Two Thousand dollars ($2,000.00) per 1/2 mile of road frontage fencing for a fencing allowance, for a total of $2,000.00, due to the taking of the right of way for completion of the G3 Resource Road project.
Memorandum of Agreement
As per Section 62 of the Municipal Government Act,
Governed by Alberta Law

entered into this ________ day of ____________, A.D. 20________.

BETWEEN:
The County of Wetaskiwin No. 10
A Municipal Corporation pursuant to the laws
Of the Province of Alberta
(hereinafter referred to as "the County")

OF THE FIRST PART

AND:
Deen Foods Ltd.
5220 51 Ave
Wetaskiwin, AB
T9A 2E3
(hereinafter referred to as "the Owners")

OF THE SECOND PART

LAND ACQUISITION AGREEMENT

WHEREAS the Owners are the registered Owners of the following lands:

NW 35-45-24-W4M

as more particularly described and set forth in Certificate of Title Number 122 065 775 +1
registered in the North Alberta Land Registration District Office, hereinafter referred to as
"the Lands"; a copy of which is hereto attached as Schedule "B",

AND WHEREAS THE COUNTY wishes to acquire a portion of the Lands from the Owners
for the purpose of road upgrading and other related improvements,

AND WHEREAS THE OWNERS are prepared to sell a portion of the Lands to the County
for the above noted purpose on the terms and subject to the conditions hereinafter set
forth.

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the
covenants and agreements hereinafter contained the Owners and the County covenant and
agree, each with the other as follows:

The Owners hereby assign, transfer and convey to the County and the County hereby
purchases from the Owners the fee simple interest in that Portion of the lands free
and clear of all encumbrances, and described as:
THE RIGHT OF WAY IS SHOWN ON SCHEDULE "A" ATTACHED TO THIS AGREEMENT, and more particularly described in a survey to be registered in the Land Titles Office for the North Alberta Registration District by or in conjunction with the County (hereinafter defined as "the Right of Way").

The Owners agree to accept the sum of Seven Thousand Dollars ($7,000.00) per acre based on an acreage of an estimated 1.04 acres (for a total of $7,280.00, plus GST) in full and final settlement for the Right of Way being acquired by the County. Payment will be made once the Road Plan is registered with Alberta Land Titles. If the County registers a Road Plan for Right of Way showing an acreage greater than the acreage set forth herein, the County shall pay to the Owners compensation for the additional acreage on the basis as agreed upon above.

In addition to the above;

a) The Owners agree to accept the sum of Two Thousand dollars ($2,000.00) per ½ mile of road frontage fencing for a fencing allowance, for a total of $2,000.00

1. The Owners will be responsible for the payment of taxes on the portion of land to be taken, for the period of the signing of this agreement until the removal of the right of way from the lands, and the assessment change recorded on the County's tax roll.
2. The consideration will not be due or payable until a Postponement to this Agreement has been obtained and registered from all prior encumbrances registered against the Lands and affecting the right-of-way, and the County has registered a Caveat protecting its interest as a first charge against the Lands pursuant to this Agreement as contemplated by paragraph 8 herein, but in any event not later than commencement of construction.
3. The Owners warrant that he/she is lawfully seized of the lands and has a good right to enter into this Agreement and the Owners will warrant and defend the same unto the County against the lawful claims and demands of all persons whomsoever; the Owners further warrant that he/she is not aware of any mortgages or encumbrances affecting the land, or that any other person has an estate or interest therein, at law or at equity, in possession, remainder, reversion or expectancy other than those noted on the Certificate of Title.
4. The Owners have either obtained or waived legal advice.
5. The Owners provide confirmation of no tenancies.
6. From and after the date of execution of the Agreement by the Owners and the County, the County shall be at liberty to enter upon the Lands with surveyors, workmen and contractors, for the purpose of surveying, testing, backsloping and other duties related to the road upgrading.
7. The County shall be at liberty to file a Caveat against the title to the Lands to protect its interest in the Lands under this Agreement and the Owners acknowledge and agree that the County shall not be required to file a plan of survey for the Right-of-Way at the Land Titles Office for the North Alberta Land Registration District, until such time as the County considers that the said construction, extension or widening of the public roadway or ditch is necessary. The Owners further acknowledge that the Municipal Secretary of the County is at liberty to execute the affidavit and file the plan of survey at Land Titles Office for North Alberta Land Registry District with respect to the Right-of-Way. The County shall discharge the caveat registered against the Lands following the filing of a plan of survey for the Right-of-Way.
8. The County shall provide landscaping, fencing, back sloping or grading, as required.
9. The Owners hereby agree to indemnify and save harmless the County of and from any loss, cost, claims, expenses, actions or demands arising out of the County's acquisition of the Right-of-Way from the Owners pursuant to this agreement.
10. This Agreement is not binding upon the County of Wetaskiwin No. 10 until accepted by resolution of the Council of the said County at a regular meeting.
11. This Agreement shall enure to the benefit and be binding upon the parties, and their heirs, executives, administrators, transferees, employees, agents, servants and assigns.

IN WITNESS WHEREOF the Owners have affixed their hand and seal and the County has affixed its seal as witnessed by the hands of its proper officers duly authorized in that behalf all as the day and year first above written.

Witness

Deen Foods Ltd. (seal)

COUNTY OF WETASKIWIN NO. 10

REEVE

COUNTY ADMINISTRATOR

Collection of Personal Information:
The personal information on this form is collected under the authority of Section 32(c) of the Alberta Freedom of Information and Protection of Privacy Act. The information will be used to process your application(s) and your name and address may be included on reports that are available to the public. If you have any questions on the collection and use of this information, please contact the FOIP Coordinator at (780) 352-3321.

Information submitted to County Council:
All pertinent information included in a written submission received from the public that is presented to a Council, Committee or Board meeting of the County of Wetaskiwin becomes part of the public meeting minutes, unless otherwise requested by the individual in writing. Any personal information pertinent to the issue (including but not limited to, name and legal land description) could be recorded in the public minutes of the meeting.
Land Acquisition Agreement – Doupe, Rodney – Revised
- Report

Meeting Date (Report Reference Only): 2019/06/24

Meeting (Report Reference Only): Council Public Works

Background

At the March 26, 2019 Council for Public Works meeting, Council approved the Land Acquisition Agreement between the County of Wetaskiwin and Rodney O. Doupe for the purchase of 1.11 acres from SE 2-46-24 W4M for road widening/upgrading for the total cost of $6,660.00 plus GST. (Ref. Resolution PW20190326.01)

Further negotiations with adjacent landowners determined that the value per acre was to be paid at $7,000.00 per acre rather than $6,000.00 per acre, which Mr. Doupe had originally agreed to. ROHI Engineering has drafted a new Land Acquisition Agreement. Therefore, Administration is requesting that Resolution PW20190326.01 be rescinded in its entirety.

ROHI Engineering has negotiated a revised Land Acquisition Agreement with Rodney Doupe for the purchase of 1.11 acres at SE 2-46-24 W4M. The land is required for the purpose of road widening. The land is valued at $7,000/per acre; therefore, the total purchase price will be $7,770.00 plus GST. Payment will be made once the Road Plan is registered with Alberta Land Titles.

In addition to the above, the Owners agree to accept the sum of Two Thousand dollars ($2,000.00) per 1/2 mile of road frontage fencing for a fencing allowance for a total of $2,000.00.

Recommendations

1. Administration is requesting that Resolution PW20190326.011 be rescinded in its entirety.

2. Administration recommends that Council approve the Land Acquisition Agreement Rodney O. Doupe for the purchase of 1.11 acres at SE 2-46-24 W4M, valued at $7,000/per acre, for a total purchase price of $7,770.00 plus GST, and the sum of Two Thousand dollars ($2,000.00) per
1/2 mile of road frontage fencing for a fencing allowance, for a total of $2,000.00, due to the taking of the right of way for completion of the G3 Resource Road project.

**Recommended Resolution**

That Resolution PW20190326.011 be rescinded in its entirety.

That Council approve the Land Acquisition Agreement with Rodney O. Doupe for the purchase of 1.11 acres at SE 2-46-24 W4M, valued at $7,000/per acre, for a total purchase price of $7,770.00 plus GST, plus the sum of Two Thousand dollars ($2,000.00) per 1/2 mile of road frontage fencing for a fencing allowance, for a total of $2,000.00, due to the taking of the right of way for the G3 Resource Road.
Memorandum of Agreement
As per Section 62 of the Municipal Government Act,
Governed by Alberta Law

entered into this ________ day of ____________, A.D. 20______.

BETWEEN:
The County of Wetaskiwin No. 10
A Municipal Corporation pursuant to the laws
Of the Province of Alberta
(hereinafter referred to as “the County”)

OF THE FIRST PART

AND:
Rodney O Doupe.
RR 2 Wetaskiwin, AB.
T9A 1W9

(hereinafter referred to as “the Owners”)

OF THE SECOND PART

LAND ACQUISITION AGREEMENT

WHEREAS the Owners are the registered Owners of the following lands:

SE 2-46-24-W4M

as more particularly described and set forth in Certificate of Title Number 982 095 253
registered in the North Alberta Land Registration District Office, hereinafter referred to as
“the Lands”; a copy of which is hereto attached as Schedule “B”,

AND WHEREAS THE COUNTY wishes to acquire a portion of the Lands from the Owners
for the purpose of road upgrading and other related improvements,

AND WHEREAS THE OWNERS are prepared to sell a portion of the Lands to the County
for the above noted purpose on the terms and subject to the conditions hereinafter set
forth.

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the
covenants and agreements hereinafter contained the Owners and the County covenant and
agree, each with the other as follows:
The Owners hereby assign, transfer and convey to the County and the County hereby purchases from the Owners the fee simple interest in that Portion of the lands free and clear of all encumbrances, and described as:

THE RIGHT OF WAY IS SHOWN ON SCHEDULE "A" ATTACHED TO THIS AGREEMENT, and more particularly described in a survey to be registered in the Land Titles Office for the North Alberta Registration District by or in conjunction with the County ((hereinafter defined as "the Right of Way").

The Owners agree to accept the sum of Seven Thousand Dollars ($7,000.00) per acre based on an acreage of an estimated 1.11 acres (for a total of $7,770.00, plus GST) in full and final settlement for the Right of Way being acquired by the County. Payment will be made once the Road Plan is registered with Alberta Land Titles. If the County registers a Road Plan for Right of Way showing an acreage greater than the acreage set forth herein, the County shall pay to the Owners compensation for the additional acreage on the basis as agreed upon above.

In addition to the above;

a) The Owners agree to accept the sum of Two Thousand dollars ($2,000.00) per ½ mile of road frontage fencing for a fencing allowance, for a total of $2,000.00

1. The Owners will be responsible for the payment of taxes on the portion of land to be taken, for the period of the signing of this agreement until the removal of the right of way from the lands, and the assessment change recorded on the County's tax roll.
2. The consideration will not be due or payable until a Postponement to this Agreement has been obtained and registered from all prior encumbrances registered against the Lands and affecting the right-of-way, and the County has registered a Caveat protecting its interest as a first charge against the Lands pursuant to this Agreement as contemplated by paragraph 8 herein, but in any event not later than commencement of construction.
3. The Owners warrant that he/she is lawfully seized of the lands and has a good right to enter into this Agreement and the Owners will warrant and defend the same unto the County against the lawful claims and demands of all persons whomsoever; the Owners further warrant that he/she is not aware of any mortgages or encumbrances affecting the land, or that any other person has an estate or interest therein, at law or at equity, in possession, remainder, reversion or expectancy other than those noted on the Certificate of Title.
4. The Owners have either obtained or waived legal advice.
5. The Owners provide confirmation of no tenancies.
6. From and after the date of execution of the Agreement by the Owners and the County, the County shall be at liberty to enter upon the Lands with surveyors, workmen and contractors, for the purpose of surveying, testing, backsloping and other duties related to the road upgrading.
7. The County shall be at liberty to file a Caveat against the title to the Lands to protect its interest in the lands under this Agreement and the Owners acknowledge and agree that the County shall not be required to file a plan of survey for the Right-of-Way at the Land Titles Office for the North Alberta Land Registration District, until such time as the County considers that the said construction, extension or widening of the public roadway or ditch is necessary. The Owners further acknowledge that the Municipal Secretary of the County is at liberty to execute the affidavit and file the plan of survey at Land Titles Office for North Alberta Land Registry District with respect to the Right-of-Way. The County shall discharge the caveat registered against the Lands following the filing of a plan of survey for the Right-of-Way.
8. The County shall provide landscaping, fencing, back sloping or grading, as required.
9. The Owners hereby agree to indemnify and save harmless the County of and from any loss, cost, claims, expenses, actions or demands arising out of the County's acquisition of the Right-of-Way from the Owners pursuant to this agreement.

10. This Agreement is not binding upon the County of Wetaskiwin No. 10 until accepted by resolution of the Council of the said County at a regular meeting.

11. This Agreement shall enure to the benefit and be binding upon the parties, and their heirs, executives, administrators, transferees, employees, agents, servants and assigns.

IN WITNESS WHEREOF the Owners have affixed their hand and seal and the County has affixed its seal as witnessed by the hands of its proper officers duly authorized in that behalf all as the day and year first above written.

Witness

Rodney O. Doupe.

COUNTY OF WETASKIWIN NO. 10

REEVE

COUNTY ADMINISTRATOR

Collection of Personal Information:
The personal information on this form is collected under the authority of Section 32 (c) of the Alberta Freedom of Information and Protection of Privacy Act. The information will be used to process your application(s) and your name and address may be included on reports that are available to the public. If you have any questions on the collection and use of this information, please contact the FOIP Coordinator at (780) 352-3321.

Information submitted to County Council:
All pertinent information included in a written submission received from the public that is presented to a Council, Committee or Board meeting of the County of Wetaskiwin becomes part of the public meeting minutes, unless otherwise requested by the individual in writing. Any personal information pertinent to the issue (including but not limited to, name and legal land description) could be recorded in the public minutes of the meeting.
Land Acquisition Agreement – Foster, Evelyn – Revised  
- Report

Meeting Date (Report Reference Only): 2019/06/24
Meeting (Report Reference Only): Council Public Works

Background

At the March 26, 2019 Council for Public Works meeting, Council approved the Land Acquisition Agreement between the County of Wetaskiwin and Charles and Evelyn Foster for the purchase of 0.12 acres from Part of NE 36-45-24 W4M for road widening/upgrading for the total cost of $720.00 plus GST. (Ref. Resolution PW20190326.013) At that time Council was informed that Mr. Charles Foster was deceased.

Further negotiations with adjacent landowners determined that the value per acre was to be paid at $7,000.00 per acre rather than $6,000.00 per acre, which Mrs. Evelyn Foster had originally agreed to. ROHI Engineering has drafted a new Land Acquisition Agreement. Therefore, Administration is requesting that Resolution PW20190326.013 be rescinded in its entirety.

ROHI Engineering has negotiated a revised Land Acquisition Agreement with Evelyn Foster for the purchase of 0.12 acres at Part of NE 36-45-24 W4M. The land is required for the purpose of road widening. The land is valued at $7,000/per acre; therefore, the total purchase price will be $840.00 plus GST. Payment will be made once the Road Plan is registered with Alberta Land Titles.

In addition to the above, the Owner agrees to accept the sum of Two Thousand dollars ($2,000.00) per 1/2 mile of road frontage fencing for a fencing allowance. Existing is 0.1 miles of fence frontage for a total of $200.00.

Recommendations

Administration is requesting that Resolution PW20190326.013 be rescinded in its entirety and that Council approve the Land Acquisition Agreement with Brian and Sandra Anderson for the purchase of 0.20 acres at NW 7-46-23 W4M, valued at $7,000/per acre, for a total purchase price of $840.00 plus GST, and the sum of Two Thousand dollars ($2,000.00) per 1/2 mile of road frontage fencing for a fencing allowance, for a total of $200.00, due to the taking of the right of way.
Recommended Resolution

1. That Resolution PW20190326.013 be rescinded in its entirety.

2. That Council approve the Land Acquisition Agreement with Evelyn Foster for the purchase of 0.12 acres at Part of NE 36-45-24 W4M, valued at $7,000/per acre, for a total purchase price of $840.00 plus GST, plus the sum of Two Thousand dollars ($2,000.00) per 1/2 mile of road frontage fencing for a fencing allowance, for a total of $200.00, due to the taking of the right of way for completion of the G3 Resource Road project.
Memorandum of Agreement
As per Section 62 of the Municipal Government Act,
Governed by Alberta Law

entered into this _______ day of _______________, A.D. 20______.

BETWEEN:
The County of Wetaskiwin No. 10
A Municipal Corporation pursuant to the laws
Of the Province of Alberta
(hereinafter referred to as "the County")

OF THE FIRST PART

AND:
Charles Foster and Evelyn Blanche Foster
PO Box 6241, Wetaskiwin, AB
T9A 2G1
(hereinafter referred to as "the Owners")

OF THE SECOND PART

LAND ACQUISITION AGREEMENT

WHEREAS the Owners are the registered Owners of the following lands:

Part of NE 36-45-24-W4M

as more particularly described and set forth in Certificate of Title Number 842_246_466
registered in the North Alberta Land Registration District Office, hereinafter referred to as
"the Lands"; a copy of which is hereto attached as Schedule "B",

AND WHEREAS THE COUNTY wishes to acquire a portion of the Lands from the Owners
for the purpose of road upgrading and other related improvements,

AND WHEREAS THE OWNERS are prepared to sell a portion of the Lands to the County
for the above noted purpose on the terms and subject to the conditions hereinafter set
forth.

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the
covenants and agreements hereinafter contained the Owners and the County covenant and
agree, each with the other as follows:

The Owners hereby assign, transfer and convey to the County and the County hereby
purchases from the Owners the fee simple interest in that Portion of the lands free
and clear of all encumbrances, and described as:
THE RIGHT OF WAY IS SHOWN ON SCHEDULE "A" ATTACHED TO THIS AGREEMENT, and more particularly described in a survey to be registered in the Land Titles Office for the North Alberta Registration District by or in conjunction with the County ((hereinafter defined as "the Right of Way").

The Owners agree to accept the sum of Seven Thousand Dollars ($7,000.00) per acre based on an acreage of an estimated 0.12 acres (for a total of $840.00, plus GST) in full and final settlement for the Right of Way being acquired by the County. Payment will be made once the Road Plan is registered with Alberta Land Titles. If the County registers a Road Plan for Right of Way showing an acreage greater than the acreage set forth herein, the County shall pay to the Owners compensation for the additional acreage on the basis as agreed upon above.

In addition to the above;

a) The Owners agree to accept the sum of Two Thousand dollars ($2,000.00) per ½ mile of road frontage fencing for a fencing allowance. Existing is 0.1 miles of fence frontage for a total of $200.00

1. The Owners will be responsible for the payment of taxes on the portion of land to be taken, for the period of the signing of this agreement until the removal of the right of way from the lands, and the assessment change recorded on the County's tax roll.

2. The consideration will not be due or payable until a Postponement to this Agreement has been obtained and registered from all prior encumbrances registered against the Lands and affecting the right-of-way, and the County has registered a Caveat protecting its interest as a first charge against the Lands pursuant to this Agreement as contemplated by paragraph 8 herein, but in any event not later than commencement of construction.

3. The Owners warrant that he/she is lawfully seized of the lands and has a good right to enter into this Agreement and the Owners will warrant and defend the same unto the County against the lawful claims and demands of all persons whomsoever; the Owners further warrant that he/she is not aware of any mortgages or encumbrances affecting the land, or that any other person has an estate or interest therein, at law or at equity, in possession, remainder, reversion or expectancy other than those noted on the Certificate of Title.

4. The Owners have either obtained or waived legal advice.

5. The Owners provide confirmation of no tenancies.

6. From and after the date of execution of the Agreement by the Owners and the County, the County shall be at liberty to enter upon the Lands with surveyors, workmen and contractors, for the purpose of surveying, testing, backsloping and other duties related to the road upgrading.

7. The County shall be at liberty to file a Caveat against the title to the Lands to protect its interest in the Lands under this Agreement and the Owners acknowledge and agree that the County shall not be required to file a plan of survey for the Right-of-Way at the Land Titles Office for the North Alberta Land Registration District, until such time as the County considers that the said construction, extension or widening of the public roadway or ditch is necessary. The Owners further acknowledge that the Municipal Secretary of the County is at liberty to execute the affidavit and file the plan of survey at Land Titles Office for North Alberta Land Registry District with respect to the Right-of-Way. The County shall discharge the caveat registered against the Lands following the filing of a plan of survey for the Right-of-Way.

8. The County shall provide landscaping, fencing, back sloping or grading, as required.

9. The Owners hereby agree to indemnify and save harmless the County of and from any loss, cost, claims, expenses, actions or demands arising out of the County's acquisition of the Right-of-Way from the Owners pursuant to this agreement.

10. This Agreement is not binding upon the County of Wetaskiwin No. 10 until accepted by resolution of the Council of the said County at a regular meeting.
11. This Agreement shall enure to the benefit and be binding upon the parties, and their heirs, executors, administrators, transferees, employees, agents, servants and assigns.

IN WITNESS WHEREOF the Owners have affixed their hand and seal and the County has affixed its seal as witnessed by the hands of its proper officers duly authorized in that behalf all as the day and year first above written.

Witness

[Signature]

Witness

[Signature]

Charles Foster, deceased

Evelyn Foster

Evelyn Blanche Foster

COUNTY OF WETASKIWIN NO. 10

REEVE

COUNTY ADMINISTRATOR

Collection of Personal Information:
The personal information on this form is collected under the authority of Section 32 (c) of the Alberta Freedom of Information and Protection of Privacy Act. The information will be used to process your application(s) and your name and address may be included on reports that are available to the public. If you have any questions on the collection and use of this information, please contact the FOIP Coordinator at (780) 352-3321.

Information submitted to County Council:
All pertinent information included in a written submission received from the public that is presented to a Council, Committee or Board meeting of the County of Wetaskiwin becomes part of the public meeting minutes, unless otherwise requested by the individual in writing. Any personal information pertinent to the issue (including but not limited to, name and legal land description) could be recorded in the public minutes of the meeting.
Background

At the March 26, 2019 Council for Public Works meeting, Council approved the Land Acquisition Agreement between the County of Wetaskiwin and Hutterian Brethren Church of Pine Haven for the purchase of 0.62 acres from NW 7-46-23 W4M for road widening/upgrading for the total cost of $3720.00 plus GST. (Ref. Resolution PW20190326.01)

Further negotiations with adjacent landowners determined that the value per acre was to be paid at $7,000.00 per acre rather than $6,000.00 per acre, which the Hutterian Brethren Church of Pine Haven had originally agreed to. ROHI Engineering has drafted a new Land Acquisition Agreement. Therefore, Administration is requesting that Resolution PW20190326.01 be rescinded in its entirety.

ROHI Engineering has negotiated a revised Land Acquisition Agreement with Hutterian Brethren Church of Pine Haven for the purchase of 0.62 acres at NW 7-46-23 W4M. The land is required for the purpose of road widening. The land is valued at $7,000/per acre; therefore, the total purchase price will be $4,340.00 plus GST. Payment will be made once the Road Plan is registered with Alberta Land Titles.

In addition to the above, the Owners agree to accept the sum of Two Thousand dollars ($2,000.00) per 1/2 mile of road frontage fencing for a fencing allowance. Existing is 0.3 miles of fence frontage for a total of $600.00.

Recommendations

Administration is requesting that Resolution PW20190326.01 be rescinded in its entirety.

Administration recommends that Council approve the Land Acquisition Agreement with Hutterian Brethren Church of Pine Haven for the purchase of 0.62 acres at NW 7-46-23 W4M, valued at $7,000/per acre, for a total purchase price of $4,340.00 plus GST, and the sum of Two Thousand dollars ($2,000.00) per 1/2 mile of road frontage fencing for a fencing allowance, for a total of $600.00, due to the taking of the right of way for completion of the G3 Resource Road.
Administration recommends that...

**Recommended Resolution**

1. That Resolution PW20190326.014 be rescinded in its entirety.

2. That Council approve the Land Acquisition Agreement with Hutterian Brethren Church of Pine Haven for the purchase of 0.62 acres at NW 7-46-23 W4M, valued at $7,000/per acre, for a total purchase price of $4,340.00 plus GST, and the sum of Two Thousand dollars ($2,000.00) per 1/2 mile of road frontage fencing for a fencing allowance, for a total of $600.00, due to the taking of the right of way for completion of the G3 Resource Road.
Memorandum of Agreement
As per Section 62 of the Municipal Government Act,
Governed by Alberta Law

entered into this ________day of ____________, A.D. 20______.

BETWEEN:
The County of Wetaskiwin No. 10
A Municipal Corporation pursuant to the laws
Of the Province of Alberta
(hereinafter referred to as "the County")

OF THE FIRST PART

AND:
Hutterian Brethren Church of Pine Haven
RR 2 Wetaskiwin, AB.
T9A 1W9

(hereinafter referred to as "the Owners")

OF THE SECOND PART

LAND ACQUISITION AGREEMENT

WHEREAS the Owners are the registered Owners of the following lands:

NW 7-46-23-W4M

as more particularly described and set forth in Certificate of Title Number 982 060 540
registered in the North Alberta Land Registration District Office, hereinafter referred to as
"the Lands"; a copy of which is hereto attached as Schedule "B",

AND WHEREAS THE COUNTY wishes to acquire a portion of the Lands from the Owners
for the purpose of road upgrading and other related improvements,

AND WHEREAS THE OWNERS are prepared to sell a portion of the Lands to the County
for the above noted purpose on the terms and subject to the conditions hereinafter set
forth.

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the
covenants and agreements hereinafter contained the Owners and the County covenant and
agree, each with the other as follows:
The Owners hereby assign, transfer and convey to the County and the County hereby purchases from the Owners the fee simple interest in that Portion of the lands free and clear of all encumbrances, and described as:

THE RIGHT OF WAY IS SHOWN ON SCHEDULE "A" ATTACHED TO THIS AGREEMENT, and more particularly described in a survey to be registered in the Land Titles Office for the North Alberta Registration District by or in conjunction with the County ((hereinafter defined as "the Right of Way").

The Owners agree to accept the sum of Seven Thousand Dollars ($7,000.00) per acre based on an acreage of an estimated 0.62 acres (for a total of $4,340.00, plus GST) in full and final settlement for the Right of Way being acquired by the County. Payment will be made once the Road Plan is registered with Alberta Land Titles. If the County registers a Road Plan for Right of Way showing an acreage greater than the acreage set forth herein, the County shall pay to the Owners compensation for the additional acreage on the basis as agreed upon above.

In addition to the above;

a) The Owners agree to accept the sum of Two Thousand dollars ($2,000.00) per ½ mile of road frontage fencing for a fencing allowance. Existing is 0.3 miles of fence frontage for a total of $600.00

1. The Owners will be responsible for the payment of taxes on the portion of land to be taken, for the period of the signing of this agreement until the removal of the right of way from the lands, and the assessment change recorded on the County's tax roll.

2. The consideration will not be due or payable until a Postponement to this Agreement has been obtained and registered from all prior encumbrances registered against the Lands and affecting the right-of-way, and the County has registered a Caveat protecting its interest as a first charge against the Lands pursuant to this Agreement as contemplated by paragraph 8 herein, but in any event not later than commencement of construction.

3. The Owners warrant that he/she is lawfully seized of the lands and has a good right to enter into this Agreement and the Owners will warrant and defend the same unto the County against the lawful claims and demands of all persons whomsoever; the Owners further warrant that he/she is not aware of any mortgages or encumbrances affecting the land, or that any other person has an estate or interest therein, at law or at equity, in possession, remainder, reversion or expectancy other than those noted on the Certificate of Title.

4. The Owners have either obtained or waived legal advice.

5. The Owners provide confirmation of no tenancies.

6. From and after the date of execution of the Agreement by the Owners and the County, the County shall be at liberty to enter upon the Lands with surveyors, workmen and contractors, for the purpose of surveying, testing, backsloping and other duties related to the road upgrading.

7. The County shall be at liberty to file a Caveat against the title to the Lands to protect its Interest in the Lands under this Agreement and the Owners acknowledge and agree that the County shall not be required to file a plan of survey for the Right-of-Way at the Land Titles Office for the North Alberta Land Registration District, until such time as the County considers that the said construction, extension or widening of the public roadway or ditch is necessary. The Owners further acknowledge that the Municipal Secretary of the County is at liberty to execute the affidavit and file the plan of survey at Land Titles Office for North Alberta Land Registry District with respect to the Right-of-Way. The County shall discharge the caveat registered against the Lands following the filing of a plan of survey for the Right-of-Way.

8. The County shall provide landscaping, fencing, back sloping or grading, as required.
9. The Owners hereby agree to indemnify and save harmless the County of and from any loss, cost, claims, expenses, actions or demands arising out of the County's acquisition of the Right-of-Way from the Owners pursuant to this agreement.

10. This Agreement is not binding upon the County of Wetaskiwin No. 10 until accepted by resolution of the Council of the said County at a regular meeting.

11. This Agreement shall enure to the benefit and be binding upon the parties, and their heirs, executors, administrators, transferees, employees, agents, servants and assigns.

IN WITNESS WHEREOF the Owners have affixed their hand and seal and the County has affixed its seal as witnessed by the hands of its proper officers duly authorized in that behalf all as the day and year first above written.

Witness

[Signature]

Hutterian Brethren Church of Pine Haven

[Signature]

John Hofer

COUNTY OF WETASKIWIN NO. 10

__________________________
REEVE

__________________________
COUNTY ADMINISTRATOR

Collection of Personal Information:
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Information submitted to County Council:
All pertinent information included in a written submission received from the public that is presented to a Council, Committee or Board meeting of the County of Wetaskiwin becomes part of the public meeting minutes, unless otherwise requested by the individual in writing. Any personal information pertinent to the issue (including but not limited to, name and legal land description) could be recorded in the public minutes of the meeting.
Land Acquisition Agreement – Jamie Annette Befus – NW 36-45-24 W4M - Report

Meeting Date (Report Reference Only): 2019/06/24
Meeting (Report Reference Only): Council Public Works

Background
In October 2018, adjacent landowners were informed that County Council along with County staff have identified Township Road 460 (from HWY 2A to RGE RD 240) and Range Road 240 (from TWP RD 460 to HWY 613) otherwise known as the G3 Resource Road project, as the most likely of County roads that will experience the greatest increase in truck traffic. To plan for this, the County proposes to upgrade RGE RD 240 (2 miles) and TWP RD 460 (2 miles) to a paved road standard. The upgrade will include road reconstruction, intersection upgrades, bridge upgrades, granular base course and pavement to a 9-metre top width.

To proceed with the G3 project, ROHI Engineering has negotiated a Land Acquisition Agreement with Jamie Annette Befus for the purchase of an estimated 1.16 acres total from NW 36-45-24 W4M. The land is required for the purpose of road widening. The land is valued at $7,000/per acre; therefore, the total purchase price will be $8,120.00 plus GST. Payment will be made once the Road Plan is registered with Alberta Land Titles.

In addition to the above, the Owner agrees to accept the sum of Two Thousand dollars ($2,000.00) per 1/2 mile of road frontage fencing for a fencing allowance for a total of $2,000.00.

Recommendations
Administration recommends that Council approve the Land Acquisition Agreement between the County of Wetaskiwin and Jamie Annette Befus for the purchase of 1.16 acres from NW 36-45-24 W4M for road upgrading for a total cost of $8,120.00 plus GST, and fencing allowance of Two Thousand dollars ($2,000.00) per 1/2 mile of road frontage fencing to a maximum of $2,000.00, due to the taking of right of way for completion of the G3 Resource Road project.

Recommended Resolution
That Council approve the Land Acquisition Agreement between the County of Wetaskiwin and Jamie Annette Befus for the purchase of 1.16 acres from NW 36-45-24 W4M for road upgrading for a total cost of $8,120.00 plus GST, and fencing allowance of Two Thousand dollars ($2,000.00) per 1/2 mile of road frontage fencing to a maximum of $2,000.00, due to the taking of right of way for completion of the G3 Resource Road project.
County of Wetaskiwin No. 10
Box 6960
Wetaskiwin, AB T9A 2G5
780-352-3321 (ph)
780-352-3486 (fax)
www.county.wetaskiwin.ab.ca

Memorandum of Agreement
As per Section 62 of the Municipal Government Act,
Governed by Alberta Law

entered into this 24th day of April, A.D. 2019.

BETWEEN:
The County of Wetaskiwin No. 10
A Municipal Corporation pursuant to the laws
Of the Province of Alberta
(hereinafter referred to as "the County")

OF THE FIRST PART

AND:
Jamie Annette Befus
RR 3, Wetaskiwin, AB
T9A 1X1
(herinafter referred to as "the Owners")

OF THE SECOND PART

LAND ACQUISITION AGREEMENT

WHEREAS the Owners are the registered Owners of the following lands:

NW 36-45-24-W4M

as more particularly described and set forth in Certificate of Title Number 162 098 842
registered in the North Alberta Land Registration District Office, hereinafter referred to as
"the Lands"; a copy of which is hereto attached as Schedule "B",

AND WHEREAS THE COUNTY wishes to acquire a portion of the Lands from the Owners
for the purpose of road upgrading and other related improvements,

AND WHEREAS THE OWNERS are prepared to sell a portion of the Lands to the County
for the above noted purpose on the terms and subject to the conditions hereinafter set
forth.

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the
covenants and agreements hereinafter contained the Owners and the County covenant and
agree, each with the other as follows:

The Owners hereby assign, transfer and convey to the County and the County hereby
purchases from the Owners the fee simple interest in that Portion of the lands free
and clear of all encumbrances, and described as:
THE RIGHT OF WAY IS SHOWN ON SCHEDULE “A” ATTACHED TO THIS AGREEMENT, and more particularly described in a survey to be registered in the Land Titles Office for the North Alberta Registration District by or in conjunction with the County ((hereinafter defined as "the Right of Way").

The Owners agree to accept the sum of Seven Thousand Dollars ($7,000.00) per acre based on an acreage of an estimated 1.16 acres (for a total of $8,120.00, plus GST) in full and final settlement for the Right of Way being acquired by the County. Payment will be made once the Road Plan is registered with Alberta Land Titles. If the County registers a Road Plan for Right of Way showing an acreage greater than the acreage set forth herein, the County shall pay to the Owners compensation for the additional acreage on the basis as agreed upon above.

In addition to the above;

a) The Owners agree to accept the sum of Two Thousand dollars ($2,000.00) per ½ mile of road frontage fencing for a fencing allowance for a total of $2,000.00.

1. The Owners will be responsible for the payment of taxes on the portion of land to be taken, for the period of the signing of this agreement until the removal of the right of way from the lands, and the assessment change recorded on the County's tax roll.
2. The consideration will not be due or payable until a Postponement to this Agreement has been obtained and registered from the all prior encumbrances registered against the Lands and affecting the right-of-way, and the County has registered a Caveat protecting its interest as a first charge against the Lands pursuant to this Agreement as contemplated by paragraph 8 herein, but in any event not later than commencement of construction.
3. The Owners warrant that he/she is lawfully seized of the lands and has a good right to enter into this Agreement and the Owners will warrant and defend the same unto the County against the lawful claims and demands of all persons whomsoever; the Owners further warrant that he/she is not aware of any mortgages or encumbrances affecting the land, or that any other person has an estate or interest therein, at law or at equity, in possession, remainder, reversion or expectancy other than those noted on the Certificate of Title.
4. The Owners have either obtained or waived legal advice.
5. The Owners provide confirmation of no tenancies.
6. From and after the date of execution of the Agreement by the Owners and the County, the County shall be at liberty to enter upon the Lands with surveyors, workmen and contractors, for the purpose of surveying, testing, backsloping and other duties related to the road upgrading.
7. The County shall be at liberty to file a Caveat against the title to the Lands to protect its interest in the Lands under this Agreement and the Owners acknowledge and agree that the County shall not be required to file a plan of survey for the Right-of-Way at the Land Titles Office for the North Alberta Land Registration District, until such time as the County considers that the said construction, extension or widening of the public roadway or ditch is necessary. The Owners further acknowledge that the Municipal Secretary of the County is at liberty to execute the affidavit and file the plan of survey at Land Titles Office for North Alberta Land Registry District with respect to the Right-of-Way. The County shall discharge the caveat registered against the Lands following the filing of a plan of survey for the Right-of-Way.
8. The County shall provide landscaping, fencing, back sloping or grading, if required.
9. The Owners hereby agree to indemnify and save harmless the County of and from any loss, cost, claims, expenses, actions or demands arising out of the County's acquisition of the Right-of-Way from the Owners pursuant to this agreement.
10. This Agreement is not binding upon the County of Wetaskiwin No. 10 until accepted by resolution of the Council of the said County at a regular meeting.

11. This Agreement shall enure to the benefit and be binding upon the parties, and their heirs, executives, administrators, transferees, employees, agents, servants and assigns.

IN WITNESS WHEREOF the Owners have affixed their hand and seal and the County has affixed its seal as witnessed by the hands of its proper officers duly authorized in that behalf all as the day and year first above written.

[Signatures]

Witness

[Signatures]

Jamie Annette Befus

COUNTY OF WETASKIWIN NO. 10

REEVE

COUNTY ADMINISTRATOR

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Information submitted to County Council:
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Land Acquisition Agreement – Osterland, Norma Marie

Meeting Date (Report Reference Only): 2019/06/24
Meeting (Report Reference Only): Council Public Works

Background

At the March 26, 2019 Council for Public Works meeting, Council approved the Land Acquisition Agreement between the County of Wetaskiwin and Norma Marie Osterland for the purchase of 1.13 acres from SW 1-46-24 W4M for road upgrading and other related improvements to culvert/Bridge File 1323 for a total cost of $6,780.00 plus GST. (Ref. Resolution PW20190326.015).

Further negotiations with adjacent landowners determined that the value per acre was to be paid at $7,000.00 per acre rather than $6,000.00 per acre, which the Norma Marie Osterland had originally agreed to. ROHI Engineering has drafted a new Land Acquisition Agreement. Therefore, Administration is requesting that Resolution PW20190326.015 be rescinded in its entirety.

ROHI Engineering has negotiated a revised Land Acquisition Agreement with Norma Marie Osterland for the purchase of 1.13 acres at SW 1-46-24 W4M. The land is required for road upgrading and other related improvements to culvert/Bridge File 1323. The land is valued at $7,000/per acre; therefore, the total purchase price will be $7,910.00, plus GST. Payment will be made once the Road Plan is registered with Alberta Land Titles.

In addition to the above, the Owner agrees to accept the sum of Two Thousand dollars ($2,000.00) per 1/2 mile of road frontage fencing for a fencing allowance, for a total of $2,000.00.

Recommendations

Administration recommends that Resolution PW20190326.015 be rescinded in its entirety.

Administration recommends that Council approve the Land Acquisition Agreement between the County of Wetaskiwin and Norma Marie Osterland for the purchase of 1.13 acres from SW 1-46-24 W4M for road upgrading and other related improvements to culvert/Bridge File 1323 for a total cost of $7,910.00 plus GST, plus the sum of Two Thousand dollars ($2,000.00) per 1/2
mile of road frontage fencing for a fencing allowance, for a total of $2,000.00, for completion of the G3 Resource Road project.

**Recommended Resolution**

That Resolution PW20190326.015 be rescinded in its entirety.

That Council approve the Land Acquisition Agreement between the County of Wetaskiwin and Norma Marie Osterland for the purchase of 1.13 acres from SW 1-46-24 W4M for road upgrading and other related improvements to culvert/Bridge File 1323 for a total cost of $7,910.00 plus GST, plus the sum of Two Thousand dollars ($2,000.00) per ½ mile of road frontage fencing for a fencing allowance, for a total of $2,000.00, for completion of the G3 Resource Road project.
Memorandum of Agreement
As per Section 62 of the Municipal Government Act,
Governed by Alberta Law

entered into this ________day of ______________, A.D. 20______.

BETWEEN:
The County of Wetaskiwin No. 10
A Municipal Corporation pursuant to the laws
Of the Province of Alberta
(hereinafter referred to as “the County”)

OF THE FIRST PART

AND:
Norma Marie Osterland.
40 Dodge Ave
Red Deer, AB.
T4R 3E8.

(hereinafter referred to as “the Owners”)

OF THE SECOND PART

LAND ACQUISITION AGREEMENT

WHEREAS the Owners are the registered Owners of the following lands:

SW 1-46-24-W4M

as more particularly described and set forth in Certificate of Title Number 162 142 770 +1
registered in the North Alberta Land Registration District Office, hereinafter referred to as
“the Lands”; a copy of which is hereto attached as Schedule “B”,

AND WHEREAS THE COUNTY wishes to acquire a portion of the Lands from the Owners
for the purpose of road upgrading and other related improvements,

AND WHEREAS THE OWNERS are prepared to sell a portion of the Lands to the County
for the above noted purpose on the terms and subject to the conditions hereinafter set
forth.

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the
covenants and agreements hereinafter contained the Owners and the County covenant and
agree, each with the other as follows:
The Owners hereby assign, transfer and convey to the County and the County hereby purchases from the Owners the fee simple interest in that Portion of the lands free and clear of all encumbrances, and described as:

THE RIGHT OF WAY IS SHOWN ON SCHEDULE "A" ATTACHED TO THIS AGREEMENT, and more particularly described in a survey to be registered in the Land Titles Office for the North Alberta Registration District by or in conjunction with the County ((hereinafter defined as "the Right of Way").

The Owners agree to accept the sum of Seven Thousand Dollars ($7,000.00) per acre based on an acreage of an estimated 1.13 acres (for a total of $7,910.00, plus GST) in full and final settlement for the Right of Way being acquired by the County. Payment will be made once the Road Plan is registered with Alberta Land Titles. If the County registers a Road Plan for Right of Way showing an acreage greater than the acreage set forth herein, the County shall pay to the Owners compensation for the additional acreage on the basis as agreed upon above.

In addition to the above;

a) The Owners agree to accept the sum of Two Thousand dollars ($2,000.00) per ½ mile of road frontage fencing for a fencing allowance, for a total of $2,000.00

1. The Owners will be responsible for the payment of taxes on the portion of land to be taken, for the period of the signing of this agreement until the removal of the right of way from the lands, and the assessment change recorded on the County's tax roll.
2. The consideration will not be due or payable until a Postponement to this Agreement has been obtained and registered from all prior encumbrances registered against the Lands and affecting the right-of-way, and the County has registered a Caveat protecting its interest as a first charge against the Lands pursuant to this Agreement as contemplated by paragraph 8 herein, but in any event not later than commencement of construction.
3. The Owners warrant that he/she is lawfully seized of the lands and has a good right to enter into this Agreement and the Owners will warrant and defend the same unto the County against the lawful claims and demands of all persons whomsoever; the Owners further warrant that he/she is not aware of any mortgages or encumbrances affecting the land, or that any other person has an estate or interest therein, at law or at equity, in possession, remainder, reversion or expectancy other than those noted on the Certificate of Title.
4. The Owners have either obtained or waived legal advice.
5. The Owners provide confirmation of no tenancies.
6. From and after the date of execution of the Agreement by the Owners and the County, the County shall be at liberty to enter upon the Lands with surveyors, workmen and contractors, for the purpose of surveying, testing, backsloping and other duties related to the road upgrading.
7. The County shall be at liberty to file a Caveat against the title to the Lands to protect its interest in the Lands under this Agreement and the Owners acknowledge and agree that the County shall not be required to file a plan of survey for the Right-of-Way at the Land Titles Office for the North Alberta Land Registration District, until such time as the County considers that the said construction, extension or widening of the public roadway or ditch is necessary. The Owners further acknowledge that the Municipal Secretary of the County is at liberty to execute the affidavit and file the plan of survey at Land Titles Office for North Alberta Land Registry District with respect to the Right-of-Way. The County shall discharge the caveat registered against the Lands following the filing of a plan of survey for the Right-of-Way.
8. The County shall provide landscaping, fencing, back sloping or grading, as required.
9. The Owners hereby agree to indemnify and save harmless the County of and from any loss, cost, claims, expenses, actions or demands arising out of the County's acquisition of the Right-of-Way from the Owners pursuant to this agreement.

10. This Agreement is not binding upon the County of Wetaskiwin No. 10 until accepted by resolution of the Council of the said County at a regular meeting.

11. This Agreement shall enure to the benefit and be binding upon the parties, and their heirs, executors, administrators, transferees, employees, agents, servants and assigns.

IN WITNESS WHEREOF the Owners have affixed their hand and seal and the County has affixed its seal as witnessed by the hands of its proper officers duly authorized in that behalf all as the day and year first above written.

[Signature]
Witness

[Signature]
Norma Marie Osterland.

COUNTY OF WETASKIWIN NO. 10

REEVE

COUNTY ADMINISTRATOR

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SW 1-46-24-4
COT: 162 142 770 +1
NORMA MARIE OSTERLAND
40 DODGE AVE RED DEER, AB T4R 3E8

AREA REQ'D FOR RIGHT-OF-WAY = 0.46 ha (1.13 Ac)
AREA REQ'D FOR BACKSLOPING = 0.06 ha (0.15 Ac)
**Background**

At the March 26, 2019 Council for Public Works meeting, Council approved the Land Acquisition Agreement between the County of Wetaskiwin and Randall Hoyle for the purchase of 0.91 acres from NE 1-46-24 W4M for road upgrading and other related improvements for a total cost of $5,460.00 plus GST. (Ref. Resolution PW20190326.016).

Further negotiations with adjacent landowners determined that the value per acre was to be paid at $7,000.00 per acre rather than $6,000.00 per acre, to which Randall Hoyle had originally agreed. ROHI Engineering has drafted a new Land Acquisition Agreement. Therefore, Administration is requesting that Resolution PW20190326.016 be rescinded in its entirety.

ROHI Engineering has negotiated a revised Land Acquisition Agreement with Randall Hoyle/Power of Attorney for the purchase of 0.91 acres at NE 1-46-24 W4M. The land is required for road upgrading and other related improvements. The land is valued at $7,000/per acre; therefore, the total purchase price will be $6,370.00, plus GST. Payment will be made once the Road Plan is registered with Alberta Land Titles.

In addition to the above, the Owner agrees to accept the sum of Two Thousand dollars ($2,000.00) per ½ mile of road frontage fencing for a fencing allowance. Existing is 0.5 miles of fence frontage for a total of $1,000.00.

**Recommendations**

Administration recommends that Resolution #PW20190326.016 be rescinded in its entirety and that Council approve the Land Acquisition Agreement between the County of Wetaskiwin and Randall Hoyle for the purchase of 0.91 acres from NE 1-46-24 W4M for road upgrading and other related improvements for a total cost of $6,370.00 plus GST, plus the sum of Two Thousand dollars ($2,000.00) per ½ mile of road frontage fencing for a fencing allowance, for a total of $1,000.00, for completion of the G3 Resource Road project.

**Recommended Resolution**
1. That Resolution #PW20190326.016 be rescinded in its entirely.

2. That Council approve the Land Acquisition Agreement between the County of Wetaskiwin and Randall Hoyle for the purchase of 0.91 acres from NE 1-46-24 W4M for road upgrading and other related improvements for a total cost of $6,370.00 plus GST, plus the sum of Two Thousand dollars ($2,000.00) per ½ mile of road frontage fencing for a fencing allowance, for a total of $1,000.00, for completion of the G3 Resource Road project.
County of Wetaskiwin No. 10
Box 6960
Wetaskiwin, AB T9A 2G5
780-352-3321 (ph)
780-352-3486 (fax)
www.county.wetaskiwin.ab.ca

Memorandum of Agreement
As per Section 62 of the Municipal Government Act,
Governed by Alberta Law

entered into this ________ day of ________, A.D. 20__.

BETWEEN:
The County of Wetaskiwin No. 10
A Municipal Corporation pursuant to the laws
Of the Province of Alberta
(hereinafter referred to as “the County”)

OF THE FIRST PART

AND:
Randall Hoyle,
Box 6691 Wetaskiwin, AB,
T9A 2G4

(hereinafter referred to as “the Owners”)

OF THE SECOND PART

LAND ACQUISITION AGREEMENT

WHEREAS the Owners are the registered Owners of the following lands:

NE 1-46-24-W4M

as more particularly described and set forth in Certificate of Title Number 842 268 027
registered in the North Alberta Land Registration District Office, hereinafter referred to as
“the Lands”; a copy of which is hereto attached as Schedule “B”,

AND WHEREAS THE COUNTY wishes to acquire a portion of the Lands from the Owners
for the purpose of road upgrading and other related improvements,

AND WHEREAS THE OWNERS are prepared to sell a portion of the Lands to the County
for the above noted purpose on the terms and subject to the conditions hereinafter set
forth.

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the
covenants and agreements hereinafter contained the Owners and the County covenant and
agree, each with the other as follows:
The Owners hereby assign, transfer and convey to the County and the County hereby purchases from the Owners the fee simple interest in that Portion of the lands free and clear of all encumbrances, and described as:

THE RIGHT OF WAY IS SHOWN ON SCHEDULE "A" ATTACHED TO THIS AGREEMENT, and more particularly described in a survey to be registered in the Land Titles Office for the North Alberta Registration District by or in conjunction with the County ((hereinafter defined as "the Right of Way").

The Owners agree to accept the sum of Seven Thousand Dollars ($7,000.00) per acre based on an acreage of an estimated 0.91 acres (for a total of $6,370.00, plus GST) in full and final settlement for the Right of Way being acquired by the County. Payment will be made once the Road Plan is registered with Alberta Land Titles. If the County registers a Road Plan for Right of Way showing an acreage greater than the acreage set forth herein, the County shall pay to the Owners compensation for the additional acreage on the basis as agreed upon above.

In addition to the above;

a) The Owners agree to accept the sum of Two Thousand dollars ($2,000.00) per ½ mile of road frontage fencing for a fencing allowance. Existing is 0.5 miles of fence frontage for a total of $1000.00

1. The Owners will be responsible for the payment of taxes on the portion of land to be taken, for the period of the signing of this agreement until the removal of the right of way from the lands, and the assessment change recorded on the County's tax roll.
2. The consideration will not be due or payable until a Postponement to this Agreement has been obtained and registered from all prior encumbrances registered against the Lands and affecting the right-of-way, and the County has registered a Caveat protecting its interest as a first charge against the Lands pursuant to this Agreement as contemplated by paragraph 8 herein, but in any event not later than commencement of construction.
3. The Owners warrant that he/she is lawfully seized of the lands and has a good right to enter into this Agreement and the Owners will warrant and defend the same unto the County against the lawful claims and demands of all persons whomsoever; the Owners further warrant that he/she is not aware of any mortgages or encumbrances affecting the land, or that any other person has an estate or interest therein, at law or at equity, in possession, remainder, reversion or expectancy other than those noted on the Certificate of Title.
4. The Owners have either obtained or waived legal advice.
5. The Owners provide confirmation of no tenancies.
6. From and after the date of execution of the Agreement by the Owners and the County, the County shall be at liberty to enter upon the Lands with surveyors, workmen and contractors, for the purpose of surveying, testing, backsloping and other duties related to the road upgrading.
7. The County shall be at liberty to file a Caveat against the title to the Lands to protect its interest in the Lands under this Agreement and the Owners acknowledge and agree that the County shall not be required to file a plan of survey for the Right-of-Way at the Land Titles Office for the North Alberta Land Registration District, until such time as the County considers that the said construction, extension or widening of the public roadway or ditch is necessary. The Owners further acknowledge that the Municipal Secretary of the County is at liberty to execute the affidavit and file the plan of survey at Land Titles Office for North Alberta Land Registry District with respect to the Right-of-Way. The County shall discharge the caveat registered against the Lands following the filing of a plan of survey for the Right-of-Way.
8. The County shall provide landscaping, fencing, back sloping or grading, as required.
9. The Owners hereby agree to indemnify and save harmless the County of and from any loss, cost, claims, expenses, actions or demands arising out of the County's acquisition of the Right-of-Way from the Owners pursuant to this agreement.

10. This Agreement is not binding upon the County of Wetaskiwin No. 10 until accepted by resolution of the Council of the said County at a regular meeting.

11. This Agreement shall enure to the benefit and be binding upon the parties, and their heirs, executors, administrators, transferees, employees, agents, servants and assigns.

IN WITNESS WHEREOF the Owners have affixed their hand and seal and the County has affixed its seal as witnessed by the hands of its proper officers duly authorized in that behalf all as the day and year first above written.

Witness

COUNTY OF WETASKIWIN NO. 10

REEVE

COUNTY ADMINISTRATOR

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LAND TITLE CERTIFICATE

S
LINC SHORT LEGAL NUMBER
0023 213 192 4;24;46;1;NE

TITLE NUMBER
842 268 027

LEGAL DESCRIPTION

MERIDIAN 4 RANGE 24 TOWNSHIP 46
SECTION 1
QUARTER NORTH EAST
CONTAINING 64.7 HECTARES (160 ACRES), MORE OR LESS
EXCEPTING THEREOUT:
(A) 0.785 HECTARES (1.94 ACRES) MORE OR LESS AS SHOWN
ON ROAD PLAN 3938BM
(B) ALL THAT PORTION SHOWN COLORED PINK ON PLAN OF GAS
PIPE LINE RIGHT OF WAY
CONTAINING 0.057 HECTARES (0.14 ACRES) MORE OR LESS
AS SHOWN ON FILED PLAN 8124ET
(C) ALL THAT PORTION TAKEN FOR REGULATOR STATION SITE
AS SHOWN ON PLAN OF SURVEY NO. 5100TR
CONTAINING 0.045 HECTARES (0.11 ACRES) MORE OR LESS
EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE

MUNICIPALITY: COUNTY OF WETASKIWIN NO. 10

----------------------------------
REGISTERED OWNER(S)
REGISTRATION DATE (D,M,Y) DOCUMENT TYPE VALUE CONSIDERATION
----------------------------------
842 268 027 12/12/1984 NIL

OWNERS
RANDALL HOYLE
OF BOX 6691
WETASKIWIN
ALBERTA

( CONTINUED )
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<td>GRANTEE - FORTISALBERTA INC.</td>
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<td>320-17 AVE SW</td>
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<td>GRANTEE - PLAINS WESTERN GAS &amp; ELECTRIC CO LTD.</td>
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THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN ACCURATE REPRODUCTION OF THE CERTIFICATE OF TITLE REPRESENTED HEREIN THIS 19 DAY OF SEPTEMBER, 2018 AT 11:47 A.M.

ORDER NUMBER: 35918379
CUSTOMER FILE NUMBER: *END OF CERTIFICATE*

THIS ELECTRONICALLY TRANSMITTED LAND TITLES PRODUCT IS INTENDED FOR THE SOLE USE OF THE ORIGINAL PURCHASER, AND NONE OTHER, SUBJECT TO WHAT IS SET OUT IN THE PARAGRAPH BELOW.

THE ABOVE PROVISIONS DO NOT PROHIBIT THE ORIGINAL PURCHASER FROM INCLUDING THIS UNMODIFIED PRODUCT IN ANY REPORT, OPINION, APPRAISAL OR OTHER ADVICE PREPARED BY THE ORIGINAL PURCHASER AS PART OF THE ORIGINAL PURCHASER APPLYING PROFESSIONAL, CONSULTING OR TECHNICAL EXPERTISE FOR THE BENEFIT OF CLIENT(S).
Land Acquisition Agreement – Shantz, Jerry and Brenda – Revised - Report

Meeting Date (Report Reference Only): 2019/06/24
Meeting (Report Reference Only): Council Public Works

Background

At the April 23, 2019 Council for Public Works meeting, Council approved the Land Acquisition Agreement between the County of Wetaskiwin and Jerry Dennis Shantz and Brenda Ann Shantz for the purchase of 0.91 acres from Lot 1, Block 1, Plan 162 0198 (part of NE 36-45-24 W4M) for road upgrading at a total cost of $5,460.00 plus GST. (Ref. Resolution PW20190423.005)

Further negotiations with adjacent landowners determined that the value per acre was to be paid at $7,000.00 per acre rather than $6,000.00 per acre, which the Shantz’ had originally agreed to. ROHI Engineering has drafted a new Land Acquisition Agreement. Therefore, Administration is requesting that Resolution PW20190423.005 be rescinded in its entirety.

ROHI Engineering has negotiated a revised Land Acquisition Agreement with Jerry and Brenda Shantz 0.91 acres from Lot 1, Block 1, Plan 162 0198 (part of NE 36-45-24 W4M) for road upgrading at a total cost of $6,370.00 plus GST. Payment will be made once the Road Plan is registered with Alberta Land Titles.

In addition to the above, the Owners agree to accept the sum of Two Thousand dollars ($2,000.00) per 1/2 mile of road frontage fencing for a fencing allowance, for a total of $2,000.00.

Recommendations

Administration recommends that Resolution PW20190423.005 be rescinded in its entirely.

Administration recommends that Council approve the revised Land Acquisition Agreement with Jerry and Brenda Shantz 0.91 acres from Lot 1, Block 1, Plan 162 0198 (part of NE 36-45-24 W4M) for road upgrading at a total cost of $6,370.00 plus GST, plus the sum of Two Thousand dollars ($2,000.00) per 1/2 mile of road frontage fencing for a fencing allowance, for a total of $2,000.00, for completion of the G3 Resource Road project.

Recommended Resolution

1. That Resolution PW20190423.005 be rescinded in its entirely.
2. That Council approve the revised Land Acquisition Agreement with Jerry and Brenda Shantz 0.91 acres from Lot 1, Block 1, Plan 162 0198 (part of NE 36-45-24 W4M) for road upgrading at a total cost of $6,370.00 plus GST, plus the sum of Two Thousand dollars ($2,000.00) per 1/2 mile of road frontage fencing for a fencing allowance, for a total of $2,000.00, for completion of the G3 Resource Road project.
No Parking Signage at Buck Lake (5th Street East) - Report

Meeting Date (Report Reference Only): 2019/06/24

Meeting (Report Reference Only): Council Public Works

Background

On May 10, 2019, Service Request 1704 was created by Geoff Lynch, Director of Parks and Recreation, requesting that the "No Parking" signs on 5th street East in Buck Lake be moved closer to the waterfront. The West-end Foreman reported on May 23, 2019 that the signs were moved.

As “No Parking” signs fall under the realm of the Traffic Control Device Bylaw, an amendment to the bylaw is required.

Recommendations

Administration recommends that Council approve the installation of No Parking signs near the waterfront at the boat launch off 5th Street East in Buck Lake and that Administration bring back the amended Traffic Control Device Bylaw.

Recommended Resolution

That Council approve the installation “No Parking” signs near the waterfront at the boat launch off 5th Street East in Buck Lake and that Administration bring back the amended Traffic Control Device Bylaw.
Service Request:  1704

Location: 5th street E Buck Lake, Alberta,
Description: Request to move the "No Parking" signs on 5th street East in Buck Lake closer to the water front.

Please see attached picture for new locations

Created By: Lynch, Geoff
Date Reported: 5/10/2018 1:30:00 PM
Date Required: 5/17/2018 8:00:00 AM
Date On Site: 
Date Resolved: 

WM ID: 
Reference: 
Assigned To: Daryn Murfitt
Organization: County of Wetaskiwin
Business Unit: 3200 Public Works
Activity: General Inquiry
Priority: High

Categories
PW-Signs

Contact Information

Name: Geoff Lynch
Email: glynch@county10.ca
Phone (Day): 780-352-3321
Phone (Eve): 
Address: 

City, Province: , Alberta
Postal/Zip Code: 

Comments
5/23/2018 Murfitt, Daryn completed May 23rd

Audit Log
5/10/2018 Geoff Lynch Service Request created by Geoff Lynch
5/10/2018 Geoff Lynch File 'Red dots identify new location for no parking signs.pdf' Attached
5/23/2018 Daryn Murfitt Comment Added: completed May 23rd
6/4/2019 Delores Deblais Status changed from 'Open' to 'Closed'

Attachments
5/10/2018 Geoff Lynch Red dots identify new location for no parking signs.pdf 232376 bytes
Red dots identify new location for no parking signs.
Request for Speed Reduction – Evergreen Estates, Maywood Subdivision and Access to Both - Report

Meeting Date (Report Reference Only): 2019/06/24
Meeting (Report Reference Only): Council Public Works

Background

On April 3, 2019 Service Request 1907 was issued as a result of an email from Councilor L. Seely, following a meeting with Buck lake residents. The request is to have the speed limit reduced from 80km/hr to 30km/hr on TWP RD462 from HWY 761 west into the Evergreen Estates and Maywood subdivision.

Administration requested an investigation of the area by Community Peace Officer G. Harper, who reported:

- TWP RD 462 west of HWY 761 is posted at 60 km/hr.
- The Maywood / Evergreen sub-divisions are posted at 30 km/hr.
- TWP RD 462 has a noticeable elevation for motorists between HWY 761 and the entrance to Maywood / Evergreen. Sight lines are a concern and there are two driveways that enter onto TWP RD 462. One of those driveways is hidden by the forest. Additionally, writer is familiar with the area and has observed pedestrians walking the road on numerous occasions. This includes children on bicycles.
- Writer supports a 30 km/hr speed limit change at the above-mentioned location.
- Bylaw 2017/05 and amending Bylaw 2017/42 state:
  - “All hamlets and signed subdivisions are 50 km/hr unless otherwise listed in Schedule A of this bylaw.”

Evergreen Estates and Maywood are not mentioned in the bylaw therefore; the signs should be posted as 50km/hr until a speed reduction of 30km/hr is approved by Council.

PW investigated the file and reports the following conditions:

- The Maywood/Evergreen Estates Subdivisions are posted at 30 km/hr. PW drove all roads within Maywood and Evergreen Estates subdivisions and report that 50 km/hr and 40 km/hr are not comfortable speeds and that 30 km/hr was the most comfortable maximum speed. PW would recommend that these subdivisions be officially amended to a maximum of 30 km/hr within the Speed Rate Bylaw.
- TWP RD 462 from Hwy 761 to RGE RD 60 is posted at 60 km/hr. However, this road segment is not addressed in the Speed Rate Bylaw, therefor by de jure, the speed limit is 80 km/hr. PW drove the road at various speeds: 80, 60, 50 and 30 km/hr and all speeds were comfortable to the driver. PW noted that there are three access points along this road segment. Each have various limitations due to horizontal and vertical sight lines, however, a driver when gaining access to TWP RD 462, should do so with care and attention and proceed when safe.

**DISCUSSION:**

The County of Wetaskiwin as a road authority must always acknowledge and strive for the highest level of service for its roads. Restricting speeds for pedestrians or for multiple access points only tend to frustrate the driving public and reduce efficiencies with respect to time of travel. If a roadway has speed limitations to less than 80 km/hr, it is typically due to geometric constraints, playgrounds, school zones, population densities or other mitigating factors.

It is the opinion of PW that a speed limit of 30 km/hr for TWP RD 462 would be too slow and frustrate the travelling public. The posted and unofficial speed limit of 60 km/hr is sufficient to address the safety concerns of the area plus keep the transportation of goods and material moving efficiently. If posted to 30 km/hr, most non-local travelers will not expect, nor adhere to the speed limit thereby causing complaints and calls for more enforcement. PW recommends keeping the 60 km/hr posting and amend the Speed Rate Bylaw to make it official and lawful.

**Alternatives**

The following options are presented for Council consideration:

**Evergreen Estates and Maywood Subdivisions:**

1. That Council instruct Public Works to remove the 30 km/hr postings within Evergreen Estates and Maywood subdivisions and replace with 50 km/hr to match the current Speed Rate Bylaw; or
2. That Council direct Administration to amend the speed rate within the subdivisions of Maywood and Evergreen Estates to a maximum of 30 km/hr from 50 km/hr and that this amendment be brought forward for first reading of the Speed Rate Bylaw.

**TR 462 (From Hwy 761 to RGE RD 60):**

3. That Council instruct Public Works to remove the 60 km/hr posting on TWP RD 462 (from HWY 761 to RGE RD 60) allowing the de jure speed limit of 80 km/hr to be enforced; or
4. That Council approve a speed reduction on TWP RD 462 (from HWY 761 to RGE RD 60) to 60 km/hr from 80 km/hr and that these amendments be brought back for first reading of the Speed Rate Bylaw.

**Recommendations**

Administration recommends that Council approve a speed reduction on TWP RD 462 (from HWY 761 to RR 60) to 60 km/hr from the current 80 km/hr and that the maximum speed rate for Evergreen Estates and Maywood subdivisions be reduced to 30 km/hr from 50 km/hr, and that the Speed Rate Bylaw be brought back for first reading, noting these amendments.

**Recommended Resolution**

THAT Council approve a speed reduction on TWP RD 462 (from HWY 761 to RGE RD 60) to 60 km/hr from the current 80 km/hr and that the maximum speed rate for Evergreen Estates and Maywood subdivisions be reduced to 30 km/hr from 50 km/hr, and that the Speed Rate Bylaw be brought back for first reading, noting these amendments.
RGE RD 11 and RGE RD 12, North of HWY 13 – IDP Agreement-Report

Meeting Date (Report Reference Only): 2019/06/24
Meeting (Report Reference Only): Council Public Works

Background

The County of Wetaskiwin has an Intermunicipal Development Agreement (IDP) in place with the Summer Villages. The following road description and cost sharing formulas have been copied from the current IDP Agreement (Approved July 24, 2013):

APPENDIX “B” of the IDP - ROAD DESCRIPTIONS

a) Norris Beach Village Road Range Road 1-1, between Township Road 462 (Highway 13) and the Corporate Limits of the Summer Villages of Norris Beach and Crystal Springs.
Length of this road: Approx. 1.2 kms

b) Lakedell Road/Crystal Springs Road Range Road 12, between Township Road 462 (Highway 13) and the Corporate Limits of the Summer Village of Crystal Springs.
Length of this road: Approx. 2.6 kms

APPENDIX “C” - ROAD MAINTENANCE COST SHARING FORMULA

*Annual maintenance contributions will be based on a 3-year rolling average.

1. Norris Beach Range Road 11:
Cost sharing percentages: Norris Beach = 33.33% Crystal Springs = 33.33% County =33.33%
Maximum Target Maintenance Reserve: $30,000.00

Example of the cost sharing formula for this road: Average maintenance costs for 2009, 2010, and 2011. 2011 = $11,140.13 2010 = $2,632.70 2009 = $3,842.42 Total maintenance cost over three years = $17,615.25

The average maintenance cost over three years is $5,871.75 - to be paid as the maintenance cost contribution for 2012.

2. Lakedell/Crystal Springs Road:
Cost sharing percentages: Grandview = 33.33% Crystal Springs = 33.33% County =33.33%
Maximum Target Maintenance Reserve: $30,000.00
**Example of the cost sharing formula for this road: Average maintenance costs for 2009, 2010, and 2011:**
\[
2009 = 1,569.34 \\
2010 = 2,292.85 \\
2011 = 3,626.73
\]
Total maintenance cost over the three years = $17,488.92

The average maintenance cost over three years = $5,829.64 - to be paid as the maintenance cost contribution for 2012.

Due to the number of emails and phone calls that Council and Administration receive annually for paving, Administration has reviewed options regarding paving RGE RD 11 and RGE RD 12 north of HWY 13.

N. Powell, Director of Public Works prepared the following estimates for paving and maintenance for 2019. This information was forwarded to the Summer Village Councils:

### RANGE ROAD 11:
Norris Beach/Village Road - From Hwy 13 to SV Boundary 1.2 km

<table>
<thead>
<tr>
<th><strong>CAPITAL</strong></th>
<th><strong>YEAR</strong></th>
<th><strong>DESCRIPTION</strong></th>
<th><strong>COST</strong></th>
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<td>2021</td>
<td>Grade, Base and Pave 1 km</td>
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<tr>
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<td>2022</td>
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<th><strong>MAINTENANCE</strong></th>
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<th><strong>DESCRIPTION</strong></th>
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<tr>
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<td>Blading, Graveling, Dust Control, Snow Removal/Sanding</td>
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### RANGE ROAD 12:
Lakedell Road/Crystal Springs Road  
From Hwy 13 to SV Boundary 2.6 km

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<td>Grade, Base and Pave 2.6 km</td>
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<tr>
<td>Snow Removal / Sanding</td>
<td>$12,000</td>
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There has been some discussion about the County paving the road using a debenture and collecting from the partners over a period of time. Administration does not recommend a debenture for the County portion, but that the cost sharing amount for the paving of Range Roads 11 and 12, from HWY 13 north, be paid through the Public Works General Operating Reserve.

**Alternatives**

Administration presented the following options for Council consideration:

1. To continue to maintain under terms of IDP until such time that the Summer Villages contribute their share of the paving.
2. To move forward with paving by debenturing the Summer Village portion after securing an agreement from the Summer Village to pay their share over a 5-10-year period, with the County portion to be paid from the Public Works General Operating Reserve.

**Recommendations**

Administration recommends that Council move forward with paving of Range Road 11 and Range Road 12 north of HWY 13 by debenturing the Summer Village portion after securing an agreement from the Summer Village to pay their share over a 5-10-year period, with the County portion to be paid from the Public Works General Operating Reserve.

**Recommended Resolution**

That Council move forward with paving of Range Road 11 and Range Road 12 north of HWY 13 by debenturing the Summer Village portion after securing an agreement from the Summer Village to pay their share over a 5-10-year period, with the County portion to be paid from the Public Works General Operating Reserve.
County of Wetaskiwin
Summer Village of Crystal Springs
Summer Village of Grandview
Summer Village of Norris Beach
Summer Village of Poplar Bay
Intermunicipal Development Plan

Map 2 Roads referred to in the Text

1. Norris Beach Road
2. Cystal Springs Road
3. Rabbit Trail
4. Provincial Park Road
INTERMUNICIPAL DEVELOPMENT Plan

For

The COUNTY OF WETASKIW IN
The SUMMER VILLAGE OF CRYSTAL SPRINGS
The SUMMER VILLAGE OF GRANDVIEW
The SUMMER VILLAGE OF POPLAR BAY and
The SUMMER VILLAGE OF NORRIS BEACH

Amended: July 2013
Amended: June 2006
Original: November 2002
COUNTY OF WETASKIWIN and
SUMMER VILLAGES OF
CRYSTAL SPRINGS, GRANDVIEW,
POPLAR BAY and NORRIS BEACH

The Councils of the County of Wetaskiwin, the Summer Village of Crystal Springs, the Summer Village of Poplar Bay, the Summer Village of Grandview and the Summer Village of Norris Beach by their signatures as sealed below hereby adopt the attached Intermunicipal Development Plan.

Dated at the County of Wetaskiwin on the 24th of July, 2013.

Representing the
County of Wetaskiwin

Summer Village of Poplar Bay  Summer Village of Crystal Springs

Summer Village of Grandview  Summer Village of Norris Beach
PARTIES

1. The parties to this agreement are: The County of Wetaskiwin (the “County”) and the Summer Village of Crystal Springs (“Crystal Springs”), Summer Village of Poplar Bay (“Poplar Bay”), Summer Village of Grandview (“Grandview”) and Summer Village of Norris Beach (“Norris Beach”) (collectively, the “Summer Villages”).

AUTHORITY

2. The parties have developed this intermunicipal development plan and adopted it by passing bylaws in accordance with the Municipal Government Act, Chapter M-26.1, Statutes of Alberta, as amended in particular Section 631, Part 17.

PURPOSE

3. The purpose of this agreement is to find a balance between the protection of the environment, especially the lake, and the reasonable expectations of the public by:

   a. setting out a process that ensures compatible development in a defined area along Pigeon Lake;

   b. promoting ongoing communication between the parties;

   c. working together to provide services and share the costs.
d. setting out a long-term vision to plan for the acquirement and use of resources available to the parties.

**AREA**

4. The terms of this agreement apply to the South Pigeon Lake Intermunicipal Development Plan Area (the “area”) attached as Appendix “A” – Map 1

**GUIDING PRINCIPLES**

5. The lake is a valuable resource.

6. The public has a right to access the lake.

7. Sustainability of the lake and environment is a priority.

8. The Pigeon Lake Watershed Management Plan guides development in the area.

9. An effective and positive working relationship between the parties is desirable.

10. Ongoing communication between the parties is very important.

**LAND USE DEVELOPMENT**

11. Compatible development in the area will enhance the value and desirability of the area.

12. Compatible uses or development may include:

   a. Agriculture

   b. Watershed protection

   c. Rural conservation
d. Recreational

e. Institutional

f. Residential

g. Commercial

13. Each municipality is responsible for subdivision approval within its jurisdiction. In determining compatibility, each responsible subdivision authority must balance the characteristics of the proposed development with the characteristics and use of the existing development on adjacent lands and the capacity of the lake and the local infrastructure to sustain the new development.

14. If a subdivision application involves multi-lot development, each responsible subdivision authority must require that an applicant prepare an area structure plan.

15. Area structure plans must include the information set out in the Municipal Government Act.

16. Each party must provide formal notification and referrals about area structure plans, re-zoning applications and subdivision applications to all other parties to this agreement. In addition, the County will provide notice to all summer villages within the agreement of any development occurring between the agreement area and Highways 13 and 771 for the purposes of receiving information. See Appendix “A” – Map 3 for this area. A thirty (30) day turnaround response time following the date of notification will be required.
17. Informal notification between the parties will be encouraged on an ongoing basis about issues related to the matters set out in this agreement.

**GENERAL ROAD MAINTENANCE**

18. The parties agree that they will contribute to maintenance costs separately from capital costs. Each party will make an annual contribution for maintenance costs as described herein. The contributions will be held in an operating expense reserve fund maintained by the County on behalf of the parties. The amounts to be contributed and the Maximum Target Maintenance Reserve Amounts are shown in Appendix “C”.

19. In the event that a reserve fund becomes depleted and an accumulated deficit exists for an identified road within a four year period, the deficit will be addressed by the parties having an interest in that road.

20. There are four (4) roads in the area that are included under this agreement. See attached Appendix “A” – Map 2 and Appendix “B” for road descriptions. At the time of the signing of this agreement, the roads and their surface treatment are as follows:

   a) Norris Beach/Village Road – Gravel with Dust control application

   b) Lakedell Road/Crystal Springs Road – Dust Control for 800 metres from Hwy 13 heading north, Cold Mix for the remaining 1800 metres.

   c) Rabbit Trail – Gravel surface
21. The maintenance program for each road surface includes:

a. Gravel and dust control roads – grading, re-gravel, culvert care, access, drainage, signage, weed control.

b. Cold mix roads – patching, culvert care, access, drainage, signage, weed control.

c. Hot mix roads – crack filling, line painting, culvert care, access, drainage, signage, weed control.

22. Maintenance is done to County standards to ensure safe driving conditions appropriate for the type of road surface and volume of users.

a. By October 31st each year, the County will provide the Summer Villages with the current year’s maintenance program, as well as the proposed maintenance program for the following year. The County will also provide recommendations for the 10 year Capital Plan for the Summer Villages to review.

b. Upon review of these documents, the Summer Villages will provide the County with their maintenance and 10 year capital plan requirements by November 30th of each year.

c. By December 31st each year, the County will provide the Summer Villages with a 10 year capital plan. The plan will require annual Council approval by all municipalities by March 31st of the following year.
d. Year-end statements of yearly expenditures and reserve fund balances will be provided to the Summer Villages by the County by the end of the 1st quarter.

e. The Summer Villages will make their annual maintenance contributions to the County within 30 days of receipt of the County invoice as calculated under the terms of Appendix “C.”

23. Parties agree to share the cost of maintaining Norris Beach Road, Lakedell Road, Rabbit Trail Road, and Provincial Park Road, in the intermunicipal development area based on the following criteria:

Cost sharing formula: The required maintenance cost contribution for a particular year will be determined by taking the average of the maintenance costs in the previous three years for that particular road. The subsequent amount to be contributed will be split between the appropriate municipalities according to the cost sharing percentages. See attached Appendix “C” for more information about cost sharing and the cost sharing formula.

Maximum Target Maintenance Reserves are to be reviewed every four years and adjusted where the actual four year maintenance experience suggests that the target amounts may be high or low. In the event that a deficit in the current year is incurred for maintenance actuals, the difference will come out of maintenance reserves.
Any accumulated surpluses in Maximum Target Maintenance Reserves over and above the target amounts indicated in Appendix “C” will be refunded to the contributing municipalities for that specific road according to the cost sharing percentages as shown in Appendix “C” by April 30th of each year.

24. A standard road in the County is gravel. Upgrades to other surfaces are considered Capital Projects and include:

a. Application of dust retardant
b. Resurfacing – cold or hot mix
c. New construction

CAPITAL ROAD UPGRADES

25. Each capital project involving a road subject to this agreement will require individual response or approval from all Councils having an interest in that road within 60 days of the receipt of request for approval from the municipality in order for the project to proceed. If no response is received by the end of the 60 day period, the project will be deemed approved. The costs for such capital projects will be shared, after applying any grants obtained for that project, and based on the operating cost sharing formula as shown in Appendix “C.”

Capital contributions will be provided to the County at 50% of the cost sharing percentages found in Appendix “C” upon selection of the
contractor under the tender process; the balance will be due upon completion of the project within 30 days of receipt of each invoice.

If the value of the tender is within the approved capital budget value, the project will be awarded. If the value is over the approved capital budget value, approval shall be required by participating municipalities within 30 days.

26. The Intermunicipal Development Plan Agreement may be amended if a new road is constructed and a cost sharing formula has been agreed upon between the municipalities with an interest in that road.

27. Reserves for capital projects ("Capital Reserves") will be maintained by each municipality based on the capital forecast (the "10 Year Capital Plan") as provided by the County and approved by each municipality. The transferring of funds from one road’s maximum target maintenance reserve fund to another maximum target maintenance reserve fund or approved capital project can only be done with the approval of the municipalities paying into the road from which the transferred reserves came. Any remaining funds will be allocated according to the cost sharing percentages found in Appendix "C."

ANNEXATION

28. Land should remain in whichever municipality is best able to provide services and access to it and its owners. As a general rule, farmland and other lots over five (5) acres should be in the County and lots under five
(5) acres should be under the jurisdiction of whichever municipality provides legal road access.

29. Legal road access will be set out in the area structure plan for new development.

30. The County agrees not to contest annexation applications made by Summer Village party if:

   a. For lots that are already subdivided the lot or lots have legal access to the Summer Village road;

   b. For un-subdivided land

      i. The land is the subject of an application to subdivide into two or more lots; and

      ii. The lot or lots have legal access to the Summer Village road.

31. The Covenant Bay Bible Camp will be annexed to Poplar Bay under the following conditions:

   a. The parties agree that the annexation of this parcel is a one-time exception to the terms set out in this agreement;

   b. The owners of the parcel agree with the annexation and these conditions;

   c. Taxation will be the same under the jurisdiction of Poplar Bay as under the jurisdiction of the County;

   d. Poplar Bay will not contest an annexation application by the County:
i. For the entire parcel if the use of the parcel becomes agriculture; or

ii. For that portion of the parcel that is made up of subdivided lots that access a County road.

TIMEFRAME AND RENEWAL OF AGREEMENT

32. The effective date of the amended agreement is January 1st 2013.

33. The effective term of this agreement is ending December 31st 2022.

34. The agreement may be renewed if all parties to the agreement agree unanimously.

35. Any party (the "initiating party") to the agreement may initiate renewal discussions.

36. The initiating party must provide written notice delivered by registered mail to all other parties two (2) years prior to the end of the term.

37. All parties agree to meet within sixty (60) days of receiving notice to discuss renewal options.

REVIEW OF AGREEMENT

38. The parties must meet to review the agreement every four years commencing in the year 2014 or at any time with the unanimous agreement of the municipalities. Any municipality may propose an amendment to the agreement.

39. The purpose of the review is:

   a. To discuss the effectiveness of the agreement;
b. To ensure the agreement meets the current and future needs of the parties.

40. All municipalities must agree by consensus to all proposed amendments to the agreement.

41. Consensus means that all municipalities to the agreement can live with the proposed amendment and do not reject the proposed amendment.

42. Enacting amendments to this agreement must be made according to the requirements set out in the Municipal Government Act.

43. From time to time as requested by individual municipalities, a meeting may be called to discuss issues or concerns related to the on-going maintenance or capital work associated with the roads under this agreement. Minutes will be taken at these meetings and will be provided to all parties within 30 days. Comments or changes to the minutes must be provided by attendees to the originating municipality within 30 days of receipt of those minutes.

REPEAL OF AGREEMENT

44. Termination of the agreement, other than at the end of the term as described in Clause 33, must be made by unanimous agreement of all municipalities to the agreement. If this agreement is terminated at any time, the Maximum Target Maintenance Reserve funds, including any accumulated interest, will be returned to the municipalities based on their respective contributions.

45. Any party to the agreement may initiate termination discussions.

46. The party initiating the termination (the “initiating party”) must provide written notice delivered by registered mail to all other parties.

47. The initiating party must coordinate, schedule and host an information meeting with all other parties within sixty (60) days of providing notice.
48. At the information meeting, the initiating party will provide reasons for requesting termination of the agreement.

49. Within thirty (30) days of the information meeting, each party must provide the initiating party and all other parties with their respective Council’s response to the proposal to terminate.

50. Within fifteen (15) days of receiving the other party’s responses, the initiating party will provide notice of the results.

51. If there is unanimous agreement in principle to terminate, within ninety (90) days of receiving the notice of results, all parties will initiate and complete their respective bylaw repeal process as set out in the Municipal Government Act.

The termination of the agreement will become effective at the end of the year in which actions are taken.

CONFLICT RESOLUTION

52. The Summer Villages and the County acknowledge that should any difference of opinion or interpretation, or a divergence of interest arise regarding matters contained in this Agreement, the Summer Villages and the County are committed to resolving any disputes in a non-adversarial, informal and cost-effective manner. The County and Summer Villages agree to the following dispute resolution process:

a. The County and Summer Villages will attempt to resolve any dispute through informal, direct negotiation;
b. Failing successful negotiation, the County and Summer Villages will use mediation as follows:

i. Any municipality may, by written notice to the other municipalities, request a mediator to aid in resolving a dispute. The selected mediator must be appropriately qualified and agreed upon by all municipalities.

ii. Within seven (7) days of his or her selection, the Mediator will designate a time for an initial meeting between the Mediator and at least one representative of each of the parties. Each representative must have authority to agree to a resolution in principle of the dispute;

iii. For a 45 day period of time from the written notice requesting the selection of a Mediator, none of the municipalities will take any legal action or step or pursue any available remedy other than to use its best efforts to participate in the mediation process;

iv. The costs and expense of the Mediator and the mediation process will be paid for equally by the parties;

v. The mediation process, including all discussions, proposals and written materials made or prepared, will be strictly confidential and cannot be used or referred to in any subsequent action, step or proceeding;

vi. The Mediator cannot be called by any party as a witness in any subsequent action, step or proceeding.
County of Wetaskiwin
Summer Village of Crystal Springs
Summer Village of Grandview
Summer Village of Norris Beach
Summer Village of Poplar Bay
Intermunicipal Development Plan

Map 1 Plan Area

- Summer Village Boundaries
- Boundary of Plan Area
County of Wetaskiwin
Summer Village of Crystal Springs
Summer Village of Grandview
Summer Village of Norris Beach
Summer Village of Poplar Bay
Intermunicipal Development Plan

Map 2  Roads referred to in the Text

1. Norris Beach Road
2. Crystal Springs Road
3. Rabbit Trail
4. Provincial Park Road
County of Wetaskiwin
Summer Village of Crystal Springs
Summer Village of Grandview
Summer Village of Norris Beach
Summer Village of Poplar Bay
Intermunicipal Development Plan

Map 3 Plan Area (Notice of Development)

- Summer Village Boundaries
- Boundary of Plan Area
- IDP Notice of Development Agreement Area

Scale 1:50,000
APPENDIX “B”

ROAD DESCRIPTIONS

a) Norris Beach/Village Road
Range Road 1-1, between Township Road 462 (Highway 13) and the Corporate Limits of the Summer Villages of Norris Beach and Crystal Springs.
Length of this road: Approx. 1.2 kms

b) Lakedell Road/Crystal Springs Road
Range Road 12, between Township Road 462 (Highway 13) and the Corporate Limits of the Summer Village of Crystal Springs.
Length of this road: Approx. 2.6 kms

c) Rabbit Trail
1) Township Road 464, east of Secondary Highway 771 to the Corporate Limits of the Summer Village of Grandview; and
2) Range Road 1-3, between Township Road 464 and the Corporate Limits of the Summer Village of Grandview.
Length of this road: Approx. 3 kms in total

d) Provincial Park Road
Township Road 470, between Secondary Highway 771, and the Corporate Limits of the Summer Village of Poplar Bay.
Length of this road: Approx. 1.75 kms
APPENDIX “C”

ROAD MAINTENANCE COST SHARING FORMULA

*Annual maintenance contributions will be based on a 3 year rolling average.

1. Norris Beach Range Road 11:

Cost sharing percentages:
Norris Beach = 33.33%
Crystal Springs = 33.33%
County = 33.33%

Maximum Target Maintenance Reserve: $30,000.00

Example of the cost sharing formula for this road:
2011 = $11,140.13
2010 = $2,632.70
2009 = $3,842.42
Total maintenance cost over three years = $17,615.25

The average maintenance cost over three years is $5,871.75 - to be paid as the maintenance cost contribution for 2012.

2. Lakedell/Crystal Springs Road:

Cost sharing percentages:
Grandview = 33.33%
Crystal Springs = 33.33%
County = 33.33%
Maximum Target Maintenance Reserve: $30,000.00

Example of the cost sharing formula for this road:
Average maintenance costs for 2009, 2010, and 2011:
2011 = $11,569.34
2010 = $2,292.85
2009 = $3,626.73
Total maintenance cost over the three years = $17,488.92

The average maintenance cost over three years = $5,829.64 - to be paid as the maintenance cost contribution for 2012.

3. Rabbit Trail Road:

Cost sharing percentages:
Poplar Bay = 33.33%
Grandview = 33.33%
County = 33.33%

Maximum Target Maintenance Reserve: $15,000.00

Example of the cost sharing formula for this road:
2011 = $1,522.34
2010 = $800.18
2009 = $1,187.64
Total maintenance cost over three years = $3,510.16

The average maintenance cost over three years would be $1,170.05 - to be paid as the maintenance cost contribution for 2012.

4. Provincial Park Road:

Cost sharing percentages:
Poplar Bay = 50%
County = 50%
Maximum Target Maintenance Reserve: $60,000.00

Example of the cost sharing formula for this road:
2011 = $15,314.00
2010 = $2,380.03
2009 = $5,940.38
Total maintenance cost over three years = $23,634.41

The average maintenance cost over three years is $7,878.14 - to be paid as the maintenance cost contribution for 2012.
Tender Results – G3 Resource Road – TWP RD 460 and RGE RD 240; Grading and BF73122, BF1323, BF72952 and Other Work-Report

Meeting Date (Report Reference Only): 2019/06/24
Meeting (Report Reference Only): Council Public Works

Background

At the May 6, 2019 budget meeting, Council reviewed and approved the 2019 Municipal Capital and Operating Budget which included $4,669,200.00 for Project PW3107 - Tender Results – G3 Road – TWP RD 460 and RGE RD 240; Grading and BF73122, BF1323, BF72952 and Other Work. (Ref. Resolution #CG20190506.007).

The G3 road is described as TWP RD 460 from RGE RD 242 to RGE RD 240 (3.12 km) and RGE RD 240 from TWP RD 460 to HWY 613 (3.30 km). This project includes clearing and grubbing, topsoil and subsoil stripping and excavation, common excavation, borrow, fence removal, installation of temporary and new fence, Bridge Files 73122, 1323 and 72952 replacements, small diameter culvert replacement, gravel surfacing and other work.

The design and tender completed by ROHI Engineering Ltd. was advertised on the Alberta Purchasing Connection and in the Pipestone Flyer newspaper. The tender closed on Wednesday, June 19, 2019 with the following bids received from a total of seven (7) bidders:

<table>
<thead>
<tr>
<th>Bidder</th>
<th>Bid Amount</th>
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<tbody>
<tr>
<td>Iron Addicts</td>
<td>$2,749,304.16</td>
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<tr>
<td>Pidherney’s Inc.</td>
<td>$3,620,710.48</td>
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<tr>
<td>Crow Enterprises</td>
<td>$3,801,854.80</td>
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<tr>
<td>Prairie North</td>
<td>$3,889,532.00</td>
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<tr>
<td>West-Can</td>
<td>$3,963,918.00</td>
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<tr>
<td>Central Construction Group</td>
<td>$4,772,311.90</td>
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<tr>
<td>Abalone Group</td>
<td>$5,214,276.20</td>
</tr>
</tbody>
</table>

ROHI has reviewed the tender documents, noting that the low bidder for this project was Iron Addicts Construction Ltd. with a total tender value of $2,749,304.16.

However, based on the County of Wetaskiwin rating guide, Pidherney’s Inc. rated the highest, followed by Crow Enterprises and then Iron Addicts Construction Ltd. There are provisions within the Tender documents that allow the County to select the most suitable bid.
"1.5 ACCEPTANCE OR REJECTION OF TENDERS

As it is the purpose of the County to obtain the Tender most suitable and most advantageous to the interests of the County, notwithstanding anything else contained within the Tender Documents, the County reserves the right, in its sole and unfettered discretion, to reject or accept any Tender, including the right to reject all Tenders. Without limiting the generality of the foregoing, any Tender which

- is incomplete, obscure, irregular or unrealistic;
- is non-compliant in a trivial/immaterial or substantial/material manner, or conditional;
- has erasures or corrections;
- omits a price on any one or more items in the Tender;
- fails to complete the information required in the Tender;
- is accompanied by an insufficient certified cheque, irrevocable letter of credit or by a Bid Bond in an unsatisfactory form,

may at the County's sole and unfettered discretion be rejected or accepted. Further, a Tender may be rejected or accepted on the basis of the County's unfettered assessment of its best interest, which includes the County's unfettered assessment as to a Tenderer's past work performance for the County or for anyone else or as to a Tenderer's financial capabilities, completion schedule, or ability to perform the Work, or the County's desire to reduce the number of different contractors on the location of the Work at any given time. The County reserves the right to negotiate after Tender Closing time with the Tenderer that the County deems has provided the most advantageous Tender; in no event will the County be required to offer any modified terms to any other Tenderer prior to entering into a Contract with the successful Tenderer and the County shall incur no liability to any other Tenderers as a result of such negotiation or modification.

Iron Addicts failed to provide any reference for experience with similar work or any references to contact, therefore ROHI recommended that the bid be rejected.

ROHI Engineering Ltd. has recommended that the contract be awarded to Pidherney's Inc., with a total tender value of $3,620,710.48. ROHI also noted that upon review of the bid supplied by Pidherney's Inc., the contractual requirements were met at the bid stage. The estimated project costs are as follows:

**Totals**

<table>
<thead>
<tr>
<th>Description</th>
<th>Value</th>
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</thead>
<tbody>
<tr>
<td>Construction Costs (Less Site Occ.)</td>
<td>$3,620,710.48</td>
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<tr>
<td>Contingency (10%)</td>
<td>$362,071.05</td>
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<tr>
<td>Estimated Site Occ. Bonus (10 days)</td>
<td>$20,000.00</td>
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<tr>
<td>Engineering – All Phases (Excluding Contract Admin.)</td>
<td>$191,507.00</td>
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<tr>
<td>Estimated Engineering based on Contractor days bid</td>
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<tr>
<td>Description</td>
<td>Amount</td>
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<tr>
<td>(120 site days)</td>
<td>$349,531.20</td>
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<tr>
<td>Construction Signage Bonus</td>
<td>$2,000.00</td>
</tr>
<tr>
<td><strong>Totals</strong></td>
<td><strong>$4,545,819.73</strong></td>
</tr>
</tbody>
</table>

The 2019 Budget allocated $3,764,200.00 to the G3 Resource Road through Municipal Sustainability Initiative (MSI) and Resource Road Plan (RRP) funding, plus an additional $905,000.00 in grant funding for the following three bridge files, which are included in the project and are funded as follows:

- Bridge File 73122 – Federal Gas Tax Fund - $373,000
- Bridge File 1323 – Federal Gas Tax Fund - $293,000
- Bridge File 72952 – Federal Gas Tax Fund and Local Road Bridge Plan - $239,000.

**Recommendations**

Administration recommends that the contract for the G3 Resource Road; TWP RD 460 from RGE RD 242 to RGE RD 240 (3.12 km) and RGE RD 240 from TWP RD 460 to HWY 613 (3.30 km); Grading, Bridge File 73122, 1323, 72952 and Other Work be awarded to Pidherney’s Inc. for the bid of $3,620,710.48.

**Recommended Resolution**

that Council approve that the contract for the G3 Resource Road; TWP RD 460 from RGE RD 242 to RGE RD 240 (3.12 km) and RGE RD 240 from TWP RD 460 to HWY 613 (3.30 km); Grading, Bridge File 73122, 1323, 72952 and Other Work be awarded to Pidherney’s Inc. for the bid of $3,620,710.48.
June 20, 2019  File: 18-042

Mr. Neil Powell P.L. (Eng.)
Director of Public Works
County of Wetaskiwin No. 10
Box 6960
Wetaskiwin, Alberta
T9A 2G5

Dear Mr. Powell

RE: Tender No. 18-042- G3 Roads (Twp. Rd. 460 and Rge. Rd. 240)
Grading, Bridge Files and Other Work

Tenders were received from a total of seven (7) bidders for the above-noted project on June 19, 2019. The low bidder for this project was *Iron Addicts Construction Ltd.* with a total tender value of $2,749,304.16. We have reviewed the bid submitted by *Iron Addicts Construction Ltd.* and found they have met the contractual requirements at the bid stage.

However, utilizing the rating guide contained in the tender document, *Pidherney's Inc.* rated #1 followed by *Crow Enterprises Ltd.* and *Iron Addicts Construction Inc.* (see rating Guide Analysis supplied).

Based on the County of Wetaskiwin rating guide, ROHI Engineering Ltd. must recommend *Pidherney's Inc.* with a total tender value of $3,620,710.48 to be awarded the contract. We have reviewed the bid submitted by *Pidherney's Inc.* and found they have met the contractual requirements at the bid stage.

In effort to fully inform the County of Wetaskiwin, the anticipated costs for this project for both *Iron Addicts Construction Ltd.* and *Pidherney's Inc.* are as follows:

<table>
<thead>
<tr>
<th>Pidherney's Inc.</th>
<th>Totals</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Amount (Less Site Occ.)</td>
<td>$ 3,620,710.48</td>
</tr>
<tr>
<td>Contingency (10%)</td>
<td>$ 362,071.05</td>
</tr>
<tr>
<td>Estimated Site Occ. Bonus (10 days)</td>
<td>$ 20,000.00</td>
</tr>
<tr>
<td>Engineering- All phases (Excluding Contract Admin.)</td>
<td>$ 191,507.00</td>
</tr>
<tr>
<td>Estimated Engineering based on Contractor days bid (120 site days)</td>
<td>$ 349,531.20</td>
</tr>
<tr>
<td>Construction Signage Bonus</td>
<td>$ 2,000.00</td>
</tr>
<tr>
<td><strong>TOTALS</strong></td>
<td><strong>$ 4,545,819.73</strong></td>
</tr>
</tbody>
</table>

*The above totals do not include GST*
Iron Addicts Construction Ltd.

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
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<tr>
<td>Contract Amount (Less Site Occ.)</td>
<td>$2,559,304.16</td>
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<tr>
<td>Contingency (10%)</td>
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<td><strong>TOTALS</strong></td>
<td><strong>$3,378,953.78</strong></td>
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</table>

The above totals do not include GST

In event the County chooses to award to a Contractor other than low bidder, below is a segment from the tender document outlining the County's right to select whomever it chooses.

"1.5 ACCEPTANCE OR REJECTION OF TENDERS

As it is the purpose of the County to obtain the Tender most suitable and most advantageous to the interests of the County, notwithstanding anything else contained within the Tender Documents, the County reserves the right, in its sole and unfettered discretion, to reject or accept any Tender, including the right to reject all Tenders. Without limiting the generality of the foregoing, any Tender which

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- fails to complete the information required in the Tender;
- is accompanied by an insufficient certified cheque, irrevocable letter of credit or by a Bid Bond in an unsatisfactory form,

may at the County’s sole and unfettered discretion be rejected or accepted.

Further, a Tender may be rejected or accepted on the basis of the County’s unfettered assessment of its best interest, which includes the County’s unfettered assessment as to a Tenderer’s past work performance for the County or for anyone else or as to a Tenderer’s financial capabilities, completion schedule, or ability to perform the Work, or the County’s desire to reduce the number of different contractors on the location of the Work at any given time. The County reserves the right to negotiate after Tender Closing time with the Tenderer that the County deems has provided the most advantageous Tender; in no event will the County be required to offer any modified terms to any other Tenderer prior to entering into a Contract with the successful Tenderer and the County shall incur no liability to any other Tenderers as a result of such negotiation or modification."
Please inform ROHI Engineering Ltd. of your Council's decision regarding the awarding of this Contract to Pidherney's Inc. or Iron Addicts Construction Ltd. The complete listing of the Tender Results, the Tender Summary and other pertinent information from the four (4) lowest bidders to help in your decision have been attached for your information.

Sincerely,

Randall Trites, Project Manager, ROHI Engineering Ltd.
RT/rt
cc. Glen Sandin, Project Sponsor, ROHI Engineering Ltd
<table>
<thead>
<tr>
<th>Bidders Name</th>
<th>G3 Roads (Twp Rd 460 and Rge Rd 240)</th>
<th>Amendments</th>
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<tr>
<td>Iron Addicts</td>
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<td>$2,749,304.16</td>
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<tr>
<td>Pidherney’s</td>
<td>$3,620,710.48</td>
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<td>Crow Enterprises</td>
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<td>Central Construction Group</td>
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<td>Abalone Group</td>
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**BRIDGE WORK**

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### 3023: FUNDED PROJECTS TOTAL

| Total | 1,085,350 | 9,226,300 | 91,120 | 1,000 | 8,290 | 225,881 | 10,637,901 | 47,000 | 33,520 | 10,718,421 | -9,455,100 | -564,550 | -625,001 | 789,040 |

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For generalbudget2019.FundProjects - Funded Projects

Page 153 of 154
TENDER DRAWINGS for PROJECT No. 18-042

Twp. Rd. 460
From: Range Road 242
To: Range Road 240
STA 0+230 to STA 3+350
(3.120 km)
Rge. Rd. 240

From: Township Road 460
To: Highway 613
STA 4+930 to STA 8+230
(3.300 km)

NOTES:
The information pertaining to the data as shown has been compiled for the use of Wetaskiwin County. No responsibility will be assumed by the County for the correctness or completeness of the data shown and should any such data be found incorrect or incomplete, the Contractor shall have no claim on that account.

The grading limits on these plans refer to permanent construction. Temporary transitions may extend beyond these limits.

THE INFORMATION PERTAINING TO THE DATA AS SHOWN HAS BEEN COMPILED FOR THE USE OF WETASKIWIN COUNTY. NO RESPONSIBILITY WILL BE ASSUMED BY THE COUNTY FOR THE CORRECTNESS OR COMPLETENESS OF THE DATA SHOWN AND SHOULD ANY SUCH DATA BE FOUND INCORRECT OR INCOMPLETE, THE CONTRACTOR SHALL HAVE NO CLAIM ON THAT ACCOUNT.