

**MINUTES  
SADDLE HILLS COUNTY  
COUNCIL MEETING  
TUESDAY DECEMBER 16, 2008**

*Meeting of the Council for Saddle Hills County was held in the Council Chambers of the Saddle Hills County Administration Building on Tuesday December 16, 2008.*

**PRESENT:**

*TIM STONE  
MIKE MCRANN  
BARBARA BUCK  
BRUCE JACK  
CINDY CLARKE  
ALVIN HUBERT*

*REEVE  
DEPUTY REEVE  
COUNCILLOR  
COUNCILLOR  
COUNCILLOR  
COUNCILLOR*

*TAROLYN PEACH  
SANDY PEDDLE*

*CAO  
RECORDING SECRETARY*

**ABSENT:**

*JOHN MOEN*

*COUNCILLOR*

**1. CALL TO ORDER**

Reeve Stone called the meeting to order at 1:33 p.m.

*Jason Jagodich, Director of Engineering and Public Works and Laurie Jackson, Manager of Development and IT Services entered the Council meeting at 1:34 p.m.*

**2. ADOPTION OF AGENDA**

There were no new items added to the agenda:

**MOTION  
01.16.12.08**

**Moved by Deputy Reeve McRann that County Council adopt the agenda as presented.**

**Carried**

**5. Randal and Kathryne Giesbrecht – Development Agreement  
RE: Subdivision File: 01-SH- 08**

At the December 9, 2008 council meeting, Mr. & Mrs. Giesbrecht presented Council with some questions and concerns about the draft Development Agreement pertaining to subdivision 01-SH-08. The following sections of the agreement were addressed as follows:

*2.4 Prior to December 31, 2009, the Developer shall complete the construction and installation of the Local Improvements at the Developer's sole cost and expense, in a good and workmanlike manner in strict conformity with the Plans, Design and Specifications and the General Design Standards and proper and accepted engineering practices, and in accordance with any requirements of law applicable to the work.*

**The developer requested that the deadline to construct the road be extended. Administration has no concerns with extending this date to December 31, 2010 or other such date that Council approves.**

*2.6 The Developer shall cause all work to be conducted diligently, with reasonable dispatch, in a workmanlike manner, according to the requirements and specifications of the Municipal Engineer and so as to not cause more inconvenience to the other residents of the County than is necessary in the circumstances.*

**The developer asked for clarification as to what "inconvenience to the other residents of the County" is referring to. This section would include examples such as the closure of a road without an alternate route or causing a road to be in a severe condition for a prolonged period of time causing difficulties for the travelling public.**

*6.8 In maintaining the Local Improvements during the Warranty Period, the Developer shall be responsible for defects and deficiencies in materials or workmanship, and any failure of the Local Improvements to comply with the General Design Standards and the Plans, Design and Specifications. The Developer, at the Developer's expense, shall provide the Subdivision with such municipal services during the Warranty Period for the Local Improvements as are normally available to the other residents of the County.*

**The developer asked for clarification on what was included in the term "Local Improvements" in this clause and did it include the installation of water and sewer services?**

**No, it does not include water and sewer services.**

**The provision of "municipal services" as mentioned in this section would refer to the internal subdivision road. Water and sewer services are not 'normally provided' to residents of the County (with the exception of the Hamlet of Woking).**

*6.9 Not less than three hundred and thirty (330) days nor more than four hundred (400) days following the date of issuance of a Completion Certificate for the Local Improvements, the Developer shall forward four copies of the Final Acceptance Certificate duly signed by the Developer's Engineer to the County for the Local Improvements.*

*The Municipal Engineer or his/her staff shall carry out an inspection of the Local Improvements described on the said Final Acceptance Certificate within a period of forty-five (45) days from the date that the said Final Acceptance Certificate is received by the County and if the said Final Acceptance Certificate shall not have been returned by the Municipal Engineer to the Developer within the said forty-five (45) day period with a notation of the defects and deficiencies in the Local Improvements described on the said Final Acceptance Certificate, the Final Acceptance Certificate for the said Local Improvements for all the purposes of this Agreement shall be deemed to have been issued by the County on the date that the Final Acceptance Certificate was first received by the County. If, however, defects and deficiencies are apparent to the Municipal Engineer or his/her staff in one or more of the Local Improvements described on the said Final Acceptance Certificate, the Final Acceptance Certificate shall be returned to the Developer by the Municipal Engineer within the said forty-five (45) day period with a notation of the defects and deficiencies whereupon the processes set out in paragraph 6.4 and 6.5 shall mutatis mutandis.*

**The developer requested clarification on the length of the warranty period. The warranty period begins when the County has endorsed the Completion Certificate and ends when the Final Acceptance Certificate has been signed by the County. The developer may submit the Final Acceptance Certificate within the time frame specified in this section. The County will only sign the Final Acceptance Certificate after any defects or deficiencies are remedied. Therefore the length of the warranty period depends on if there are defects or deficiencies and if so, how long it takes the developer to remedy them.**

*7.2 This Agreement does not constitute the approval of any Subdivision and is not a development permit or other permit granted by the County.*

**The developer requested clarification on this section, and how they are to have a guarantee that the subdivision will be approved? The County explained that this section does not constitute a subdivision approval, however the decision of the Municipal Planning Commission to approve the subdivision with conditions is their approval.**

*Engineer's Road Design Drawings*

**The developer asked why the cul-de-sac was decreased in size – from 30 m to 16 m? The “As Built” drawings that the engineer submitted in May 2008, showed the cul-de-sac to be constructed to a 27.5m radius. However the “Road Design Drawings” submitted on November 5, 2008 shows the cul-de-sac with a radius of 16 m. Dennis Hussey, of Beairsto Lehnars & Ketchum Engineering since advised that they reduced the cul-de-sac radius to account for space required for snow removal during the winter season. The designed ditches will also ensure proper drainage at the top of the cul de sac.**

Administration's feels that for the above reasons the approved "Road Design Plan" dated November 5, 2008 is acceptable.

*References in the agreement regarding internal/external local improvements (i.e. Completion and Final Acceptance Certificates).*

**The developer asked what were the "external" local improvements? In this particular agreement there are no external local improvements. If the range road had not already been constructed, it may have been considered an "external" local improvement.**

*3.1 The Developer shall supply the County with security acceptable to the County in the amount of \$163,114.86 to ensure to the County full compliance by the Developer with each of the terms, covenants, and conditions of this Agreement to be performed or carried out by the Developer.*

**AND**

*3.3 All security to be provided by the Developer pursuant to this Article shall be in terms and form acceptable to the County. Upon written request by the Developer, the County may approve a reduction in security provided by the Developer to the County based on the amount of work yet to be completed, as determined by the Municipal Engineer.*

**The developer handed a letter to Council requesting the security be reduced, in accordance with section 3.3. They stated that the security amount is unavailable to them and propose to consult with their engineer to determine the amount of work remaining to come up with the security. However during their presentation, the developer suggested that they provide cost calculations from their contractors to determine the security.**

**The development agreement, Schedule "D" already shows a reduction for work completed (Clearing & Disposal; Topsoil stripping and stockpiling; and centerline culverts) --less the 10% holdback. The developer may consider that additional work has been completed, however it is Administration's position that because the road construction began prior to the County's consent, and without inspections conducted by either the developer's engineer or the County, there is no way to determine the materials that went into the road. Therefore, if the road does not pass the compaction testing, it may require considerable work to bring it to an acceptable standard.**

**It should be noted that the amount of security being requested was calculated by the developer's engineer. It is quite likely that the developer has access to a contractor that can construct the road for less, however the security amount is to protect the County in the event that the developer defaults on the project and the County is put in a position to hire a contractor at much higher rates; plus the added expense of project management (i.e. 110%).**

Attached is a survey of rural municipalities conducted in April 2007 with respect to the amount of security they require of their developers.

**SUGGESTION: Revise section 3.1 to read:**

*Prior to the County endorsing the subdivision plan, the Developer shall supply the County with security acceptable to the County in the amount of \$163,114.86 to ensure to the County full compliance by the Developer with each of the terms, covenants, and conditions of this Agreement to be performed or carried out by the Developer. A lesser amount, in accordance with section 3.3, may be considered by the Municipal Engineer.*

This change would allow the developer to enter into the Development Agreement with the County and construct the road prior to putting up any security. However, the Subdivision Plan will not be endorsed until either

- a) the appropriate amount of security is provided to the County, or
- b) the project (including the warranty period) is completed.

If for example, the work is completed and the County signs the Completion Certificate, the developer may provide the County with only 10% of the total construction costs (i.e. the holdback), at which time the subdivision may be endorsed and registered at Land Titles. The County will release the holdback after the warranty period expires and the Final Acceptance Certificate is issued.

**MOTION**  
**02.16.12.08**

Moved by Deputy Reeve McRann that County Council directs administration to send Randal & Kathryne Giesbrecht a letter responding to their request for clarification on sections 2.6, 6.8, 6.9, 7.2, and the reference to “external local improvements” of the Development Agreement; And

That County Council approve the Development Agreement between Randal & Kathryne Giesbrecht and Saddle Hills County, with the following amendments:

- a) revise Section 2.4 to extend the deadline for construction of the local improvements to December 31, 2010; and
- b) revise Section 3.1 of the Development Agreement to read:

*Prior to the County endorsing the subdivision plan, the Developer shall supply the County with security acceptable to the County in the amount of \$163,114.86 to ensure to the County full compliance by the Developer with each of the terms, covenants, and conditions of this Agreement to be performed or carried out by the Developer. A lesser amount, in accordance with section 3.3, may be considered by the Municipal Engineer.*

**Carried**

*Laurie Jackson, Manger of Development and IT services departed the Council meeting at 2:05 p.m.*

### **3. Financial Assistant Position Memorandum**

Administration presented Council with a memorandum concerning the proposed grid for the Financial Assistant Position. Administration requested that Council considers the acceptance of the proposed grid. Amendments have been completed and are presented for Councils review.

**MOTION**  
**03.16.12.08**

**Moved by Councillor Clarke that County Council accepts the proposed grid for the Financial Assistant as presented.**

**Carried**

### **4. Technical Services Coordinator**

Administration presented Council with a memorandum concerning the proposed grid for the Technical Services Coordinator. Administration requests that Council considers the acceptance of the proposed grid. Amendments have been completed and are presented for Councils review.

**MOTION**  
**04.16.12.08**

**Moved by Councillor Clarke that County Council accepts the proposed grid for the Technical Services Coordinator as presented.**

**Carried**

### **6. Preliminary Operating Budget**

The 2009 preliminary budget has been updated since the December 9, 2008 Council meeting. The changes to the budget are presented for Councils review. Alberta Transportation has advised that none of the cost share paving projects in Saddle Hills County will proceed in 2009 due to the economic downturn. No updated estimates for the project are available at this time.

*Deputy Reeve McRann stepped out of the meeting at 3:14 p.m. and returned at 3:16 p.m.*

*Reeve Stone stepped out of the meeting at 3:20 p.m. and asked Deputy Reeve McRann to Chair the meeting until his return. Reeve Stone returned to the meeting at 3:22 p.m.*

**MOTION  
05.16.12.08**

**Moved by Councillor Hubert that County Council approves the 2009 Interim Operating Budget as presented.**

**Carried**

*Deputy Reeve McRann departed the Council meeting at 3:33 p.m.*

Discussion ensued and Council will look at the 2009 Vehicle Replacement Plan, 2009 Computer Replacement Plan and the 2009 Capital Equipment Purchase at the next Council meeting.

**7. ADJOURNMENT**

Reeve Stone declared the meeting adjourned at 3:35 p.m.

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**REEVE**

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**CAO**