

BYLAW #10185

A Bylaw to Approve an Agreement Between the City  
of Edmonton and the Board of Trustees of the  
Edmonton Roman Catholic School District No. 7  
for the Design and Construction of a Passenger  
Drop-off and Parking Lot

WHEREAS the City of Edmonton wishes to design and construct a Passenger Drop-Off and Parking Lot at the Frere Antoine School.

AND WHEREAS under the Municipal Government Act, S.113, a Council may pass a bylaw authorizing an agreement with a Board of Trustees of a School District for the performance of any matter or thing of benefit to the School District and Municipality.

NOW THEREFORE the Municipal Council of the City of Edmonton duly assembled, enacts as follows:

1. The Agreement between the City of Edmonton and the Board of Trustees of the Edmonton Roman Catholic School District No. 7 substantially as set out in Schedule "A" attached hereto and forming part of this Bylaw, is hereby approved.

READ a first time this 28th day of July ,A.D. 1992

READ a second time this 28th day of July ,A.D. 1992

READ a third time and finally passed this 28th day of July ,A.D. 1992

APPROVED  
As to Form [Signature]  
City Solicitor  
As to Contents [Signature]  
Head of Department

THE CITY OF EDMONTON

[Signature]  
Mayor

[Signature]  
City Clerk

# ENCLOSURE II

Schedule "A"

THIS AGREEMENT made this                    day of                    , 19   .

BETWEEN:

THE CITY OF EDMONTON  
a municipal corporation  
(hereinafter referred to as the "City")

OF THE FIRST PART,

- and -

THE BOARD OF TRUSTEES OF THE EDMONTON ROMAN  
CATHOLIC SEPARATE SCHOOL DISTRICT NO. 7  
(hereinafter referred to as the "Board")

OF THE SECOND PART.

WHEREAS the City is the registered Owner of the following lands within the City of Edmonton and holds the lands in trust for the Board:

Plan 772 3074  
Block Thirteen (13)  
Lot Twenty-Nine R (29R) and Thirty (30)

EXCEPTING THEREOUT ALL MINES AND MINERALS

(hereinafter referred to as the "Land")

AND WHEREAS it is in the interest of the City and the Board to build a passenger drop off and parking area (hereinafter referred to as the "Parking Lot") on the Land for the use of patrons of the Frere Antoine School in order to improve pedestrian and vehicle safety on roadways adjacent thereto.

AND WHEREAS the Board now requests the City to proceed with the construction and installation of the Parking Lot in accordance with the terms and conditions hereinafter contained;

NOW THEREFORE THIS AGREEMENT WITNESSETH that, in consideration of the mutual and other covenants hereinafter contained, the parties hereto hereby covenant and agree as follows:

1.00 Subject to the terms of this Agreement, the City agrees to design and construct the Parking Lot as more particularly described in Schedule "A" attached hereto and forming part of this Agreement, in accordance with the City of Edmonton Servicing Standards Manual, and City specifications to be determined by the City, and in the location shown outlined on red in Schedule "B" attached hereto and forming part of this Agreement.

2.00 The City shall be at liberty to proceed with the construction of the Parking Lot upon the date of signature of this Agreement by both parties. The City shall attempt to complete construction of the Parking Lot by August 21, 1992, however the City shall not be liable to the Board for any costs or damages whatsoever which the Board might suffer as a result of any delay in construction completion, whether or not the delay is caused by any act, fault, omission or negligence of the City.

3.00 The Board shall pay one half (1/2) of every cost and expense directly or indirectly incurred by the City in construction of the Parking Lot, including but not limited to all costs of design, construction and inspection of the Parking Lot and all costs of traffic control required by the City during design, construction and inspection. Upon the completion of construction of the Parking Lot and the examination of any relevant lien periods, the City shall provide the Board with a detailed statement showing the costs and expenses incurred by the City as described in this Clause 3.00 together with the City's invoice for the amount owing by the Board. The Board shall pay the amount of the invoice to the City within thirty (30) days of receipt thereof. The

estimate of costs and expenses provided in Schedule "A" hereto is an estimate only and does not restrict the recovery of the City of all of its costs pursuant to this clause.

4.00 To ensure compliance with the terms and conditions of this Agreement, prior to any design, construction or installation of the Parking Lot, the Board shall provide an irrevocable and unconditional letter of credit to the City in a form which is acceptable to the City, with a minimum one (1) year term, and in the amount of Twenty Thousand Dollars (\$20,000.00). When full payment pursuant to Clause 3.00 hereof has been received by the City, the letter of credit will be released.

5.00 The letter of credit shall be renewed by the Board at least thirty (30) days prior to its expiry, and delivered to the Public Works Department, Technical Services Section, as many times as is necessary until full payment pursuant to Clause 3.00 hereof has been received by the City. If the letter of credit is not renewed as set out herein, the Board will be in default of this Agreement and the City may draw on the letter of credit.

6.00 The City may draw on the letter of credit if the Board defaults in any of its obligations under this Agreement and the City may use the proceeds of the letter of credit to recover any outstanding sums payable pursuant to Clause 3.00 hereof.

7.00 Upon completion of the Parking Lot the Board shall be solely responsible, at its sole cost, for the operation, maintenance and management of the Parking Lot. The Board is the occupier of the Land for the purposes of the Occupiers' Liability Act, R.S.A. 1980, ch. O-3.

8.00 The Parking Lot shall be made available for use of patrons of the Frere Antoine School as first priority.

9.00 Any notices under this Agreement given to the parties hereunder shall be conclusively deemed to be sufficiently given if personally delivered or sent by prepaid registered mail addressed as follows:

(a) to the City at:

The City of Edmonton  
Public Works Department  
11th Floor  
1 Sir Winston Churchill Square  
Edmonton, Alberta  
T5J 2C2

(b) to the Board at:

The Board of Trustees of the Edmonton Roman Catholic  
Separate School District No. 7  
Facilities Department - Service Centre  
10734 - 120 Street  
Edmonton, Alberta  
T5H 3P7

or to any other address as may be designated in writing by the parties. Notice given by registered mail, if posted in Alberta, shall conclusively be deemed to have been received on the fifth business day following the date on which such notice is mailed. In the event of a postal strike, notice may only be given by personal delivery.

10.00 The Board shall:

(a) be liable to the City for;

- (b) indemnify and save harmless the City, its servants, agents and employees from and against;

any and all losses, liabilities, claims, suits, actions, demands, expenses, damages and costs (and without limiting the generality of the foregoing, including solicitor and client costs) which may be brought or made against the City or which the City may pay or incur and which arise out of or in connection with:

- (i) any damage to property, occasioned by the use or operation of the Parking Lot and the Lands;
- (ii) any injury to persons, including death, resulting at any time from the use or operation of the Parking Lot and the Lands;
- (iii) any breach, violation or non-performance by the Board of its covenants or obligations pursuant to this Agreement;

excepting where such liability arises out of the negligence of the City, its servants, agents or employees. This clause shall survive the termination of this Agreement.

11.00 The City shall:

- (a) be liable to the Board for;
- (b) indemnify and save harmless the Board, its servants, agents and employees from and against;

any and all losses, liabilities, claims, suits, actions, demands, expenses, damages and costs (and without limiting the generality of

the foregoing, including solicitor and client costs) which may be brought or made against the Board or which the Board may pay or incur and which arise out of or in connection with:

- (i) the construction of the Parking Lot;
- (ii) any breach, violation or non-performance by the City of its covenants or obligations pursuant to this Agreement;

excepting where such liability arises out of the negligence of the Board, its servants, agents or employees. This clause shall survive the termination of this Agreement.

12.00 In the event that any claim, suit, action or demand is brought or made against the City, for which the Board has agreed to indemnify and save harmless the City, the City shall give notice in writing to the Board and the Board shall forthwith proceed to settle or contest that action, suit, claim or demand by appropriate legal proceedings on behalf of the City, at the sole cost of the Board.

13.00 Nothing herein shall be construed as in any way constituting this a partnership among or a joint venture by the parties hereto, or be construed to evidence the intention of the parties to constitute such a relationship. Neither party shall hold itself out contrary to the terms of this clause by advertising or otherwise, nor become liable or bound by any representation, act or omission whatsoever of the other party contrary to the provisions of this clause.

14.00 All contracts, whether of employment or otherwise, entered into by the Board with respect to this Agreement shall be

made by the Board as principal and not as agent of the City and the City shall have no liability thereon.

15.00 This Agreement is the entire agreement between the parties with regard to the matters dealt with in it, and there are no understandings or agreements, representations, warranties, conditions or collateral terms, verbal or otherwise, existing between the parties except as expressly set out in this Agreement. The consideration stated herein is the sole consideration and inducement for the execution of this Agreement.

16.00 Should any provision of this Agreement be void, voidable or unenforceable for any reason whatsoever, it shall be considered separate and severable from the remaining provisions of this Agreement, which shall remain in force and be binding as though the said provision had not been included.

17.00 This Agreement shall be construed and governed by the laws of the Province of Alberta.

18.00 All references shall be read with such changes in number and gender as may be appropriate according to whether the reference is to a male or female person, or a corporation or partnership.

19.00 The reference to any legislation in this Agreement shall be deemed to include all amendments thereto and all regulations thereunder and all statutes, including all amendments thereto and regulations thereunder, that may be substituted for that legislation.

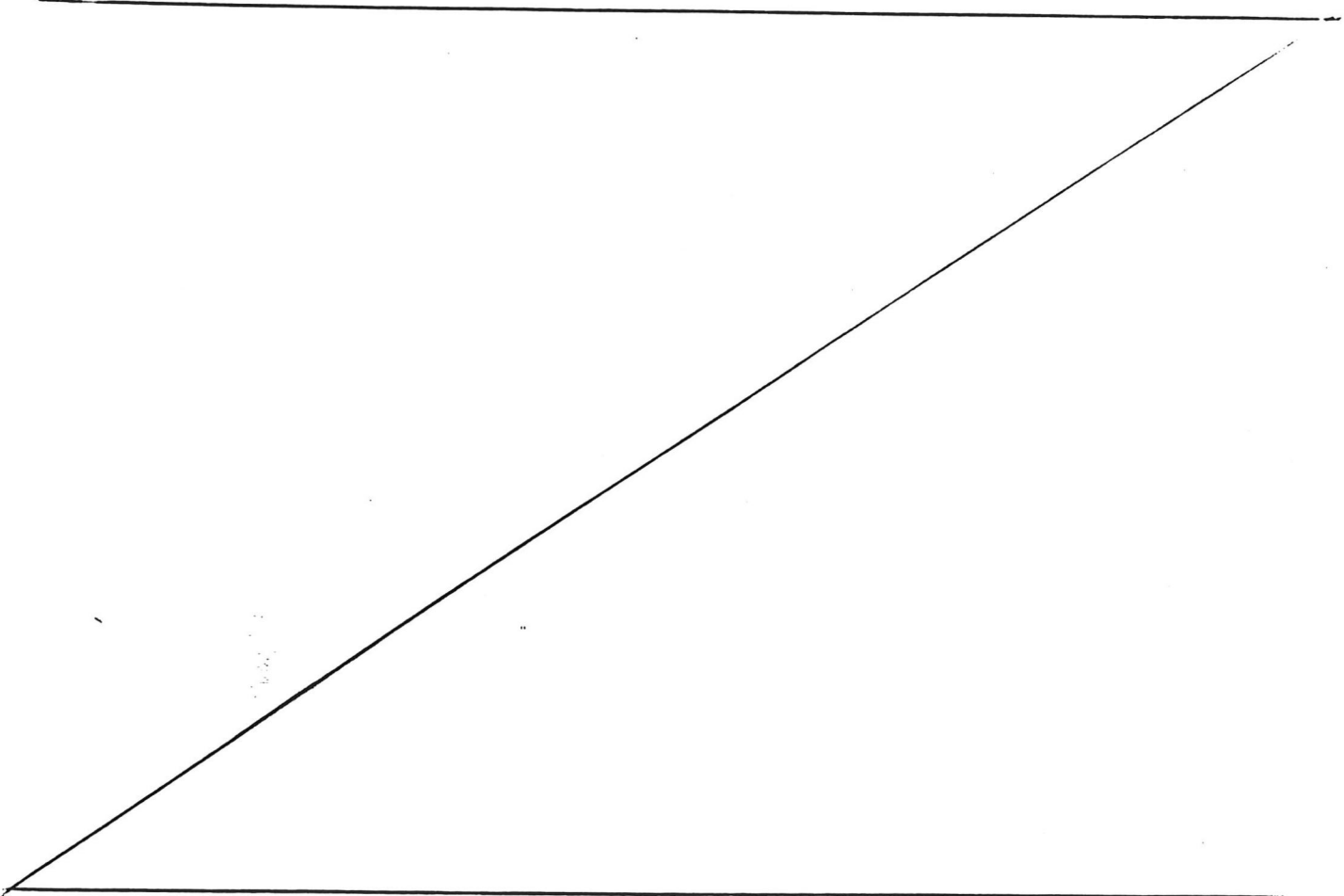
20.00 The waiver by the City or the Board of the strict performance of any condition, covenant or agreement herein contained shall not constitute a waiver of or abrogate such or any



other condition, covenant or agreement nor shall it be deemed a waiver of any subsequent breach of the same or of any other condition, covenant or agreement.

21.00 This Agreement shall not be modified, varied or amended except by an instrument in writing signed by the parties hereto.

22.00 This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors, including successors in title, and assigns.



23.00 This Agreement shall not be assigned by the Board without the prior written consent of the City.

IN WITNESS WHEREOF the parties hereto affix their corporate seals by the hands of their duly authorized officer in that behalf on the day and year first above written.

THE CITY OF EDMONTON

A P P R O V E D

As to Form: *R. Wood*

\_\_\_\_\_  
MAYOR

As to Content: *B. Maurer*

\_\_\_\_\_  
CITY CLERK

THE BOARD OF TRUSTEES OF THE EDMONTON  
ROMAN CATHOLIC SEPARATE SCHOOL  
DISTRICT NO. 7

\_\_\_\_\_  
Signature of Authorized Officer

\_\_\_\_\_  
Printed Name of Authorized Officer

\_\_\_\_\_  
Position of Authorized Officer

CORPORATE SEAL

\_\_\_\_\_  
Signature of Authorized Officer

\_\_\_\_\_  
Printed Name of Authorized Officer

\_\_\_\_\_  
Position of Authorized Officer

**SCHEDULE "A" - PARKING LOT AGREEMENT  
(CITY DESIGN AND CITY CONSTRUCTION)**

1. Board The Board of Trustees of the Edmonton Roman Catholic Separate School District No. 7  
Address of Board 10734 - 120 Street  
Edmonton, Alberta  
T5H 3P7  
Telephone Number of Board (403) 452-3440
  
2. Description of Parking Lot - Construction of a Passenger Drop off and Parking Lot (Plan No.'s MILL 921 D01, G01, U01, and A01).
  
3. Estimated Completion Date - August 21, 1992.
  
4. Estimated Amount Paid by Board to City - \$40,000.00.
  - (a) Design - \$6,000.00.
  - (b) Construction - \$31,350.00.
  - (c) Inspection - \$2,150.00.
  - (d) Other Related Costs - Administration \$500.00.

**SCHEDULE "B" - PARKING LOT AGREEMENT  
(CITY DESIGN AND CITY CONSTRUCTION)**

Location of Parking Lot:

2850 Millwoods Road

Edmonton, Alberta

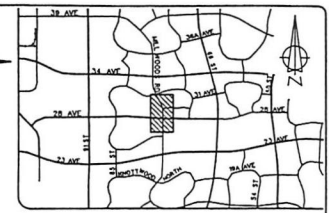
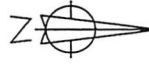
28 AVENUE

SLAB-ON ISLAND CURVES					
NAME	2	POINT	STATION	NORTH	EAST
R	0.500	PC		25,055.80	36,696.000
Lc	1.571	PI			
DELTA	180° 0' 0.00" LT	CC		25,055.151	36,696.500
T		PT		25,055.141	36,697.000
NAME	4	POINT	STATION	NORTH	EAST
R	0.500	PC		25,072.957	36,696.340
Lc	1.571	PI			
DELTA	180° 0' 0.00" RT	CC		25,072.947	36,696.840
T		PT		25,072.938	36,697.340
NAME	6	POINT	STATION	NORTH	EAST
R	0.500	PC		25,063.641	36,697.162
Lc	1.571	PI			
DELTA	180° 0' 0.00" LT	CC		25,063.651	36,696.662
T		PT		25,063.640	36,696.162
NAME	7	POINT	STATION	NORTH	EAST
R	0.500	PC		25,066.180	36,696.710
Lc	1.571	PI			
DELTA	180° 0' 0.00" LT	CC		25,066.190	36,696.710
T		PT		25,066.141	36,697.210

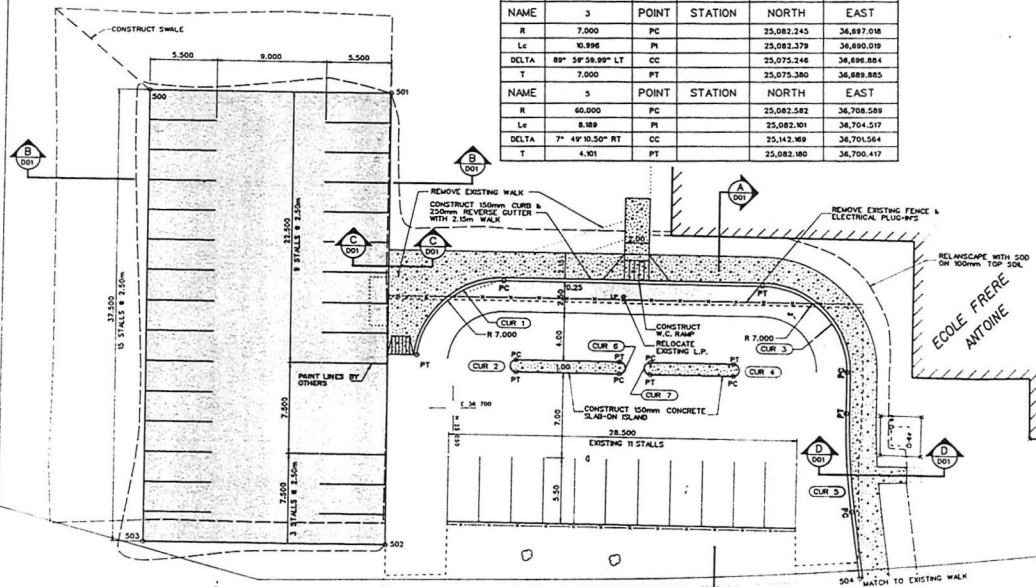
**ALIGNMENT NOTES:**

- ALL COORDINATES AND TIES ARE TO LIP OF GUTTER FOR CURB & GUTTER CONSTRUCTIONS, OR TO CURB FACE FOR SLAB-ON CONSTRUCTIONS, UNLESS NOTED OTHERWISE.
- PRELIMINARY SURVEY: MONUMENT 250319 ELEVATION 696.819 DATE MAR. 23, 1992

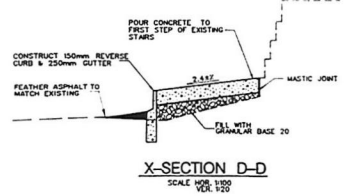
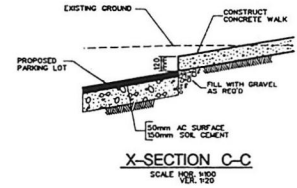
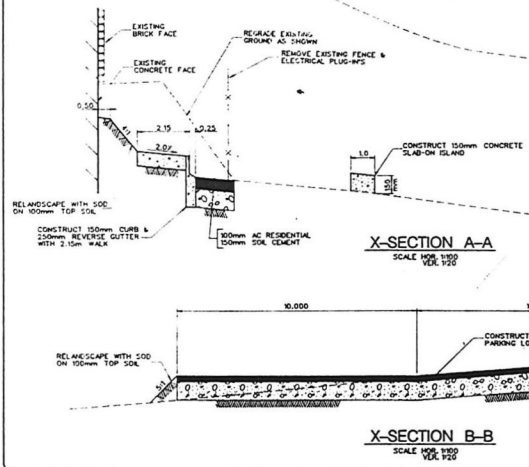
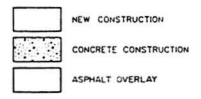
LIP LINE CURVES					
NAME	1	POINT	STATION	NORTH	EAST
R	7.000	PC		25,047.077	36,695.559
Lc	30.308	PI		25,047.898	36,689.240
DELTA	83° 33' 10.34" LT	CC		25,054.016	36,696.478
T	6.254	PT		25,054.150	36,689.479
NAME	3	POINT	STATION	NORTH	EAST
R	7.000	PC		25,082.245	36,697.018
Lc	10.996	PI		25,082.379	36,690.019
DELTA	89° 58' 58.99" LT	CC		25,075.246	36,696.884
T	7.000	PT		25,075.380	36,689.885
NAME	5	POINT	STATION	NORTH	EAST
R	60.000	PC		25,082.582	36,708.549
Lc	8.189	PI		25,082.101	36,704.517
DELTA	7° 48' 10.50" RT	CC		25,142.169	36,701.564
T	4.101	PT		25,082.180	36,700.417



MISCELLANEOUS POINTS			
POINT	STATION	NORTH	EAST
500		25,024.968	36,673.492
501		25,044.965	36,673.801
502		25,044.387	36,711.297
503		25,024.389	36,710.988
504		25,083.231	36,714.097



**DETAIL LEGEND**

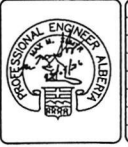


NO.	REVISIONS	BY	DATE	APP'D	NO.	ISSUE DATES	BY	DATE

CONSTRUCTION RETURN	
CONTRACTOR	
DATE	
GENERAL SUPERVISOR	

PERMIT TO PRACTICE	
CITY OF EDMONTON PUBLIC WORKS	
Signature	
Date	
PERMIT NUMBER: P 5038	

APPROVED FOR CONSTRUCTION  
DATE: 02/26/92



EDMONTON POWER	
STREET LIGHTING	
PARKS & RECREATION	
LANDSCAPING	
TRANSPORTATION	
WATER & SEWERAGE	

CITY OF EDMONTON	
PROJECT: MILLWOODS ROAD	
DATE: 02/26/92	
SCALE: 1:100	
DEPARTMENT / BRANCH: ROADWAYS ENGINEERING BRANCH	

**MILLWOODS ROAD**  
28 AVENUE (FRERE ANTOINE SCHOOL)  
ALIGNMENT & DETAIL  
MILL 921 D01