

DISCUSSION DOCUMENT

This document shows proposed changes to the Real Property Bylaw 52M2009.

- Proposed deletions are indicated by ~~strike through and shown in red~~.
- Proposed additions are indicated by underlined text and shown in blue.

OFFICE CONSOLIDATION

BYLAW NUMBER 52M2009

**BEING A BYLAW OF THE CITY OF CALGARY
~~TO REPEAL BYLAWS 12M2005 AND 10M98 BEING BYLAWS OF THE CITY OF CALGARY~~
TO DELEGATE CERTAIN POWERS, DUTIES AND FUNCTIONS RELATING TO THE
AUTHORIZATION AND ADMINISTRATION OF REAL PROPERTY TRANSACTIONS AND TO
THE ADMINISTRATION AND MANAGEMENT OF THE CITY OF CALGARY'S REAL
PROPERTY**

(Amended by Bylaw Number 32M2017)

WHEREAS The City of Calgary is involved in transactions relating to the acquisition, disposition and occupation of real property which must be authorized, documented, executed, rectified and completed and is involved in the administration and management of The City of Calgary's real property;

AND WHEREAS the *Municipal Government Act*, R.S.A. 2000, c.M-26, as amended, provides that Council of The City of Calgary may delegate by bylaw any of its powers, duties or functions to its Chief Administrative Officer;

AND WHEREAS it is expedient and appropriate to delegate to the Chief Administrative Officer certain powers, duties and functions relating to the authorization, documentation, execution, rectification and completion of real property transactions and relating to the administration and management of The City of Calgary's real property;

PART I GENERAL MATTERS

TITLE

1. The *bylaw* may be referred to as the "*Real Property Bylaw*".

PURPOSE

2. The *bylaw* is limited to the authorization of *transactions* and the administration and management of the *City's real property* undertaken by ~~Corporate Properties & Buildings and the Office of Land Servicing & Housing~~ Real Estate & Development Services.

DEFINITIONS AND INTERPRETATION

3. (1) The following definitions apply in the *bylaw*:
- (a) “*acquisition*” means the acquisition of *real property, or any moveable building or structure*, by any means, including its purchase, exchange, dedication, gift, option, right of first refusal, easement, utility right of way or restrictive covenant *agreement*;
 - (b) “*agreement*” means any written agreement documenting a *transaction* and any written agreements relating to the transaction including any amending, assignment, assumption, acknowledgement, renewal, extension, or consent agreement;
 - (c) “*bylaw*” means the *Real Property Bylaw* described in Section 1, as it may be amended from time to time;
 - (d) “*City*” means the municipal corporation of The City of Calgary;
 - (e) “*City Manager*” means the person appointed by *Council* as the City’s Chief Administrative Officer or that person’s designate;
 - (f) ~~“*City Solicitor*” means the City employee appointed to the position of City Solicitor or that person’s designate;~~
 - (g) “*Committee*” means the ~~Land and Asset Strategy Committee~~ Standing Policy Committee on Utilities and Corporate Services or such other committee designated by *Council* to consider proposed *transactions* and other matters relating to the *City's real property*;
 - (h) “*community association*” means an organization representing a residential community;
 - (i) “*community identification sign*” means a *sign* that states the name of a residential community and may contain a logo or symbol that is associated with that community;
 - (j) “*Coordinator, Land Business Operations Real Estate Client Services*” means the City employee appointed to the position of Coordinator, ~~Land Business Operations~~ Real Estate Client Services or that person’s designate;
 - (k) ~~“*Coordinator, Real Estate Sales*” means the City employee appointed to the position of Coordinator, Real Estate Sales or that person’s designate;~~
 - (l) ~~“*Coordinators*” means each of the City employees appointed to the positions of Coordinator, Real Estate Acquisitions, Coordinator, Real~~

~~Estate Sales, Coordinator, Real Estate Leasing, or Coordinator, Land Business Operations or that person's designate;~~ "Coordinators" means any one or more of the City employees appointed to the positions of Coordinator, Real Estate Acquisitions, Coordinator, Real Estate Sales, Coordinator, Real Estate Leasing & Property Management, Coordinator, Land Administration or Coordinator, Real Estate Client Services or that person's designate;

- (m) "Council" means the Council for the City;
- (n) ~~"Corporate Properties & Buildings" means the City's Corporate Properties & Buildings business unit;~~ "Deputy City Manager" means the City employee appointed to the position of Deputy City Manager or that person's designate;
- (o) "developer" means the developer of a subdivision or development that has received land use and subdivision approval from the applicable government authority pursuant to Part 17 of the *Municipal Government Act*;
- (p) ~~"Director" means each of the City employees appointed to the position of Director, Corporate Properties & Buildings, or Director, Office of Land Servicing & Housing or that person's designate;~~ "Director" means the City employee appointed to the position of Director, Real Estate & Development Services, or that person's designate;
- (q) "disposition" means the disposition of *real property*, or any moveable building or structure, by any means, including its sale, exchange, option, right of first refusal, easement or utility right of way or reversion pursuant to the *Expropriation Act*;
- (r) ~~"document" means any form, instrument or document permitted to be registered in the Land Titles Office that may be required to complete a transaction or to maintain or administer the City's real property registrations, including any transfer, caveat, affidavit, declaration, certificate, withdrawal, discharge, surrender, postponement, consent, notice, application or request;~~ "document" means any form, instrument or document to be registered in the Land Titles Office that may be required to complete a transaction or to maintain or administer the City's real property registrations, including, but not limited to, any transfer, caveat, affidavit, declaration, certificate, plan, withdrawal, discharge, surrender, postponement, consent, order, form, notice, application or request;
- (s) ~~"due diligence" means any inspection or investigation of real property including any environmental site assessment or testing, geotechnical investigation, soil testing, survey or appraisal;~~ "due diligence" means any inspection or investigation of real property including, but not limited to, any environmental site assessment or testing, geotechnical investigation, soil testing, hydrovac excavation, survey or appraisal;

- (t) ~~“election sign” means an election sign as defined in the Temporary Signs on Highways Bylaw 29M97;~~ “election sign” means any sign used to promote a candidate or party during a provincial or federal election or by-election, or any election or by-election held pursuant to the *Local Authorities Election Act*, R.S.A. 2000, c. L-21;
- (u) “Expropriation Act” means the *Expropriation Act* R.S.A. 2000, c. E-13;
- (v) ~~“Finance Team Lead” means the City employee with Corporate Properties & Buildings or Office of Land Servicing & Housing appointed to the position of Finance Team Lead or that person’s designate;~~ “Finance Leader” means the City employee with Real Estate & Development Services appointed to the position of Finance Leader or that person’s designate;
- (w) ~~“General Manager” means the City employee appointed to the position of General Manager, Corporate Services or that person’s designate;~~
- (x) “land authorization form” means an authorization form developed by ~~Corporate Properties & Buildings~~ Real Estate & Development Services that sets out the material terms and conditions of a proposed *transaction* including:
 - (i) a description of the *real property*;
 - (ii) the parties to the *transaction*;
 - (iii) the consideration;
 - (iv) any conditions precedent to completion of the *transaction*;
 - (v) any *transaction* dates or other material dates to the *transaction*; and
 - (vi) any other material terms and conditions respecting the *transaction*;
- (y) “land report” means a report that sets out the material terms and conditions of a proposed *transaction* including:
 - (i) a description of the *real property*;
 - (ii) the parties to the *transaction*;
 - (iii) the consideration;
 - (iv) any conditions precedent to completion of the *transaction*;
 - (v) any *transaction* dates or other material dates to the *transaction*; and

- (vi) any other material terms and conditions respecting the *transaction*;
- (z) ~~“Land Titles Act” means the Land Titles Act, R.S.A. 2000, c. L-4;~~
- (aa) “Land Titles Officer” means the City employee appointed to the position of ~~Coordinator, Land Title Services & Encroachments~~ Land Titles Officer or that person’s designate;
- (bb) “Management Real Estate Review Committee” means the Management Real Estate Review Committee that reviews and considers proposed *transactions* and other matters relating to the *City’s real property*;
- (cc) ~~“Manager, Land” means the City employee appointed to the position of Manager, Land, Corporate Properties & Buildings or that person’s designate;~~ “Manager, Land & Asset Management” means the City employee appointed to the position of Manager, Land & Asset Management or that person’s designate;
- (cc.1) “Manager, Real Estate & Expropriation” means the City employee appointed to the position of Manager, Real Estate & Expropriation within the Law business unit or that person’s designate;
- (cc.2) “Manager, Sales & Acquisitions” means the City employee appointed to the position of Manager, Sales & Acquisitions or that person’s designate;
- (dd) “market value” means the fair market price, rent, fee or other consideration that would be paid by willing parties to a *transaction* as established by:
 - (i) an external appraisal performed by an independent appraiser accredited by the Appraisal Institute of Canada; or
 - (ii) an internal valuation performed by ~~either, a Corporate Properties & Buildings land agent or an Office of Land Servicing & Housing land agent,~~ a City employee and reviewed and verified by the *Valuation Review Committee*;
- (ee) ~~“method of disposition” means any method for a disposition including:~~
 - (i) ~~public offering by tender or request for proposal;~~
 - (ii) ~~listing with an independent or the City real estate brokerage;~~
 - (iii) ~~direct negotiation with one or more persons by Corporate Properties & Buildings or the Office of Land Servicing & Housing;~~
~~or~~
 - (iv) ~~public marketing administered by the Office of Land Servicing & Housing;~~

“method of disposition” means any method for a disposition including:

- (i) public offering including, but not limited to, a request for proposal, an invitation to offer, tender or expression of interest;
- (ii) listing with an independent real estate brokerage;
- (iii) direct negotiation with one or more persons by Real Estate & Development Services; or
- (iv) public marketing, targeted marketing or an offering administered by Real Estate & Development Services;
- (ff) “Municipal Government Act” means the *Municipal Government Act*, R.S.A. 2000, c. M-26;
- (gg) “occupation” means the use and occupation of *real property* by any means including lease, license or any other tenancy agreement;
- (hh) “owner sign” means a *sign* erected or to be erected by an owner of land adjoining *City* owned *real property*;
- (ii) ~~“Office of Land Servicing & Housing”~~ “Real Estate & Development Services” means the *City’s* ~~Office of Land Servicing & Housing~~ Real Estate & Development Services business unit;
- (jj) “*real property*” means any legal or equitable estate, right, title or interest in land including buildings, structures and improvements constructed on the land and fixtures attached to the land;
- (kk) “*remnant parcel*” means any land that:
 - (i) is no longer required for municipal purposes;
 - (ii) is not developable on its own; and
 - (iii) for which the only potential purchasers are the adjoining land owners;
- (ll) “*reserve consideration*” means the minimum price, base rent, fee or other consideration as established by *Council* for an *acquisition, disposition or occupation*;
- (mm) ~~“road” means any thoroughfare, street, road, trail, avenue, parkway, driveway, land, alley, square, bridge, causeway or other place or any portion of any of them, that the public is entitled or permitted to use for the passage of parking of vehicles;~~ “road” means any public thoroughfare, street, road, trail, avenue, parkway, driveway, lane, alley, square, bridge, causeway owned by the City, or any portion of any of them, intended for vehicular traffic;

- (nn) “*sign*” means any free standing inscribed board, bill, placard, poster, banner, flag or device that is intended for identification, or advertising, or to promote anything or inform anyone;
- (oo) “*stand alone parcel*” means any land that:
- (i) is no longer required for municipal purposes; and
 - (ii) is developable on its own;
- (pp) “*temporary sign*” means a *sign* that is not permanently affixed to a building, other irremovable structure, or the ground;
- (qq) “*third party sign*” means a *sign* placed on *City* owned *real property* by a person other than the owner of an adjoining property;
- (rr) “*transaction*” means an *acquisition, disposition, or occupation*;
- (ss) “*transaction date*” means any material date(s) to the *transaction*, including closing date, adjustment date, possession date, commencement date, expiry date, termination date, condition precedent date, exercise date, effective date or any other date contemplated in the transaction; and
- (tt) ~~“*Valuation Review Committee*” means the Valuation Review Committee that is comprised of:~~
- ~~(i) — one of the Manager, Land, the Coordinators or the Land Titles Officer;~~
 - ~~(ii) — the Coordinator, Real Estate Sales; and~~
 - ~~(iii) — any two (2) other employees of Corporate Properties & Buildings, Land Division;~~

~~and at least one person on the Valuation Review Committee must be an appraiser accredited by the Appraisal Institute of Canada~~

“*Valuation Review Committee*” means the Valuation Review Committee that is comprised of:

- (i) one of the Manager, Land & Asset Management or the Manager, Sales & Acquisitions;
- (ii) the Coordinator, Real Estate Client Services; and
- (iii) any two (2) other employees of Real Estate & Development Services, Real Estate Sales & Acquisitions Division or Land & Asset Management Division;

and at least one person on the Valuation Review Committee must be an appraiser accredited by the Appraisal Institute of Canada.

4. (1) In the *bylaw*:
- (a) wherever a word appears in italics the word is being used as it is defined in Section 3(1) of the *bylaw* and where the same word appears in ordinary font, its regularly applied meaning in the English language is intended;
 - (b) a word or expression and grammatical forms of the same word or expression have corresponding meanings;
 - (c) wherever the *bylaw* refers to a person with reference to gender or is gender neutral, the intention is to read the *bylaw* with the gender applicable in the circumstances;
 - (d) references to items in the plural include the singular, where applicable;
 - (e) the words “include”, “including” and “includes” are not to be read as limiting the phrases or descriptions that precede them;
 - (f) any reference to statutes of Alberta includes any amendments, related regulations or any enactments substituted for the referenced statute;
 - (g) any reference to *City* bylaws includes any amendments or replacements to the referenced bylaw; and
 - (h) headings are inserted for ease of reference only and are not to be used as interpretation aids.
5. If a court or tribunal of competent jurisdiction declares any portion of the *bylaw* to be illegal or unenforceable, that portion of the *bylaw* will be considered to be severed from the balance of the *bylaw*, which will continue to operate in full force.

PART II AUTHORIZATION OF TRANSACTIONS

ACQUISITIONS

6. (1) The *City Manager* may approve the following *acquisitions*:
- (a) an *acquisition* of a fee simple interest at or below *market value* if:
 - (i) the purchase price is ~~Two Million (\$2,000,000.00)~~ Five Million (\$5,000,000.00) Dollars or less; and
 - (ii) funding for the *acquisition* is available in a budget approved by *Council*;
 - (b) an *acquisition* of either an option or right of first refusal if:
 - (i) the option or right of first refusal fee is no more than ten (10%) percent of the purchase price for the *real property*;

- (ii) the term of the option or the right of first refusal is one (1) year or less; and
 - (iii) the *acquisition* is otherwise in compliance with the *bylaw*;
- (c) an *acquisition* by exercise of an option or right of first refusal at or below *market value* if:
 - (i) the purchase price is ~~Two Million (\$2,000,000.00)~~ Five Million (\$5,000,000.00) Dollars or less; and
 - (ii) funding for the *acquisition* is available in a budget approved by *Council*;
- (d) an *acquisition* by dedication for nominal value to the *City*. In addition, the *City Manager* may authorize the *City* to relocate, repair or replace existing improvements on the donor's lands adversely impacted by the dedication;
- (e) an *acquisition* by way of gift to the *City*;
- (f) an *acquisition* of easements or utility rights of way if:
 - (i) the consideration is ~~Two Million (\$2,000,000.00)~~ Five Million (\$5,000,000.00) Dollars or less; and
 - (ii) funding for the *acquisition* is available in a budget approved by *Council*;
- (g) an *acquisition* of a restrictive covenant that limits or restricts the use of land not owned by the *City* for the benefit of the *City's* land; and
- (h) ~~an acquisition of a restrictive covenant that limits or restricts the use of land owned by the City for the benefit of the City's land.~~ an acquisition of any moveable building or structure including, but not limited to, a mobile home, a house, a commercial building or an ancillary structure, at or below *market value* if:
 - (i) the purchase price is Five Million (\$5,000,000.00) Dollars or less; and
 - (ii) funding for the *acquisition* is available in a budget approved by *Council*.
- (2) Any *acquisition* described in Subsection 6(1) must meet all applicable policies, procedures, standards and guidelines approved by *Council*, ~~*Corporate Properties & Buildings*~~, ~~and the *Office of Land Servicing & Housing*~~ and/or *Real Estate & Development Services*.

DISPOSITIONS

7. (1) The *City Manager* may approve the following dispositions:

- (a) a *disposition* of the fee simple interest in a *stand alone parcel* if:
 - (i) the *method of disposition* has been approved by *Council*;
 - (ii) the purchase price of the *stand alone parcel* is the same as or more than the *reserve consideration*; and
 - (iii) the *disposition* complies with any terms and conditions imposed by *Council* in the *method of disposition*;
- (b) a *disposition* of the fee simple interest in a *remnant parcel* if the purchase price for the *remnant parcel* is ~~Two Million (\$2,000,000.00)~~ Five Million (\$5,000,000.00) Dollars or less and is at or above market value;
- (c) a *disposition* of the fee simple interest in a *remnant parcel*, to the owner of the adjoining lands, for nominal value if:
 - (i) the *remnant parcel* was originally dedicated to the *City* as *road* pursuant to a subdivision or development application, or to a *dedication agreement*; and
 - (ii) the owner of the adjoining lands is the same person or entity that originally dedicated the *remnant parcel* to the *City*;
- (d) a *disposition* of a *remnant parcel* or a *stand alone parcel* by option or right of first refusal if:
 - (i) the option or the right of first refusal fee is at least ten (10%) percent of the purchase price of the *remnant parcel* or *stand alone parcel*;
 - (ii) the term of the option or right of first refusal is for one (1) year or less; and
 - (iii) the *disposition* is otherwise in compliance with the *bylaw*;
- (e) a *disposition* of a right to encroach on the *City's real property* in accordance with the *City's* corporate policy on encroachments;
- (f) a *disposition* of an easement or utility right of way if:
 - (i) the consideration is ~~Two Million (\$2,000,000.00)~~ Five Million (\$5,000,000.00) Dollars or less and is at or above market value; and
 - (ii) the proposed easement or utility right of way will not materially impact the *City's* future use or development of the *City* lands as determined by ~~Corporate Properties & Buildings~~ Real Estate & Development Services;

- (g) a *disposition* of a restrictive covenant that limits or restricts the use of the *City's* land for the benefit of land not owned by the *City* if the *disposition* is at or above *market value*; and
 - (h) a *disposition* of any moveable building or structure including, but not limited to, a mobile home, a house, a commercial building or an ancillary structure, if the purchase price is Five Million (\$5,000,000.00) Dollars or less, without a *method of disposition* having been approved by Council.
- (2) ~~Any *disposition* described in Subsection 7(1) must meet all applicable policies, procedures, standards and guidelines approved by Council, Corporate Properties & Buildings, and the Office of Land Servicing & Housing.~~ Notwithstanding Section 7(1), the *City Manager* may approve a *disposition* of the fee simple interest in a *stand alone parcel* or a *remnant parcel* if:
- (a) the *disposition* is directly negotiated with Calgary Municipal Land Corporation, Attainable Homes Calgary Corporation, Calgary Housing Company, Calhome Properties Ltd., the provincial government or the federal government; and
 - (b) the purchase price is Five Million (\$5,000,000.00) Dollars or less and is at or above book value,
- without a *method of disposition* having been approved by Council.
- (3) Notwithstanding Section 7(1), the *City Manager* may approve a *disposition* of the fee simple interest in a *stand alone parcel* or a *remnant parcel* if:
- (a) the *disposition*:
 - (i) is directly negotiated with the owner of the adjoining lands;
 - (ii) meets the *City's* triple bottom line objectives;
 - (iii) satisfies or meets the objectives of the Area Redevelopment Plan or the Area Structure Plan; and
 - (iv) allows for the owner of the adjoining lands to assemble multiple parcels for a larger scale, comprehensive development;
 - (b) the *disposition* of the *stand alone parcel* or the *remnant parcel* cannot meet its desired highest and best use without being consolidated with an adjoining parcel; and
 - (c) the purchase price is Five Million (\$5,000,000.00) Dollars or less,
- without a *method of disposition* having been approved by Council.
- (4) Any *disposition* described in Subsections 7(1), (2) or (3) must meet all applicable policies, procedures, standards and guidelines approved by Council and/or Real Estate & Development Services.

OCCUPATIONS

General Occupations

8. (1) The *City Manager* may approve the following *occupations*:
- (a) an *occupation* by lease or license if:
 - (i) the annual base rent or fee is Five Hundred Thousand (\$500,000.00) Dollars or less;
 - (ii) the initial term is:
 - A. month to month;
 - B. year to year; or
 - C. a fixed term of five (5) years or less;
 - (iii) for a fixed term *occupation*, there are no more than two (2) options to renew, each renewal term being a period of five (5) years or less; and
 - (iv) if the *City* is the tenant, funding for the operating costs is available in a budget approved by *Council*;
 - (a.1) an *occupation* by lease or license, for a food service establishment on lands which are under either Parks or Recreation's stewardship, if:
 - (i) the annual base rent or fee is Five Hundred Thousand (\$500,000.00) Dollars or less; and
 - (ii) the *occupation* is for a fixed term of fifteen (15) years or less, with no options to renew;
 - (b) an amendment or extension of an *occupation agreement* if the *occupation* is otherwise in compliance with the *bylaw*;
 - (c) an exercise of an option or a right to renew or extend an *occupation*, where the *City* is a tenant pursuant to an *occupation agreement*, if:
 - (i) the annual base rent or fee is Five Hundred Thousand (\$500,000.00) Dollars or less;
 - (ii) the renewal or extension term is:
 - A. month to month;
 - B. year to year; or
 - C. a fixed term of five (5) years or less; and

- (iii) funding for the operating costs is available in a budget approved by *Council*;
- (d) ~~despite notwithstanding~~ Subsection 8(1)(a), an *occupation* by lease or license entered into with the provincial or federal government for a nominal fee and for a term of any length;
- (e) a continued *occupation* of *real property* following its *acquisition* by the *City* if:
 - (i) ~~the base rent is at or above market value~~; the base rent or fee is at or above market value or is included in the total consideration payable for the acquisition;
 - (ii) the proposed ~~tenant(s)~~ occupant(s) are either the prior registered owners or prior legal occupants of the *real property*; and
 - (iii) the period of continued *occupation* is one (1) year or less; and
- (f) overholding by former legal occupants of the *City's real property* if the period of overholding is one (1) year or less.
- (2) Any *occupation* described in Subsection 8(1) must meet all applicable policies, procedures, standards and guidelines approved by *Council*, ~~Corporate Properties & Buildings, and the Office of Land Servicing & Housing~~ and/or Real Estate & Development Services.

Occupations of Road

- 9. (1) The *City Manager* may approve an *occupation* by license of *road*, other than for the purposes of either a *sign* or a telecommunication installation, if:
 - (a) the annual fee is Five Hundred Thousand (\$500,000.00) Dollars or less;
 - (b) the *occupation* of the *road* is subject to early termination on thirty (30) days written notice;
 - (c) the *road* is not required for public use; and
 - (d) the *occupation* is otherwise in compliance with the *bylaw*.
- (2) Any *occupation* described in Subsection 9(1) must meet all applicable policies, procedures, standards and guidelines approved by ~~Corporate Properties & Buildings, and the Office of Land Servicing & Housing~~ and/or Real Estate & Development Services.

Occupations for a Telecommunication Installation

- 10. (1) The *City Manager* may approve the *occupation* by license for a telecommunication installation at or above *market value* if:
 - (a) the annual fee is Five Hundred Thousand (\$500,000.00) Dollars or less;

- (b) the initial term is:
 - (i) month to month;
 - (ii) year to year; or
 - (iii) a fixed term of ten (10) years or less;
 - (c) for a fixed term *occupation*, there are no more than two (2) options to renew, with each renewal term being a period of five (5) years or less;
 - (d) ~~the licensee has entered into a master telecommunication agreement with the City;~~
 - (e) the licensee has obtained a letter of concurrence from the City's ~~Development & Buildings Approval~~ Planning and Development business unit; and
 - (f) ~~the licensee will submit an annual structural assessment, prepared by a qualified engineer, to determine the structural integrity of any installation to the satisfaction of Corporate Properties & Buildings; and~~
 - (g) if the license area is part of a *road*, then the license is subject to early termination on thirty (30) days written notice;
- (2) Any *occupation* described in Subsection 10(1) must meet all applicable policies, procedures, standards and guidelines approved by Council, ~~Corporate Properties & Buildings, and the Office of Land Servicing & Housing~~ and/or Real Estate & Development Services.

Occupations for Signs

11. (1) The *City Manager* may approve the following *occupations*:
- (a) a license for an *owner sign* or a *third party sign* if:
 - (i) the license fee is at or above the *market value*;
 - (ii) the term is:
 - A. month to month;
 - B. year to year; or
 - C. a fixed term of five (5) years or less; and
 - (iii) ~~for a fixed term license for *third party signs*, there is no more than one (1) option to renew for a period of five (5) years or less;~~ for a fixed term license for *third party signs*, there are no more than two (2) options to renew, with each renewal term being a period of five (5) years or less;

- (b) a license granted to a *community association* for a *community identification sign* if:
- (i) the license fee is at or above the *market value*;
 - (ii) the term of a license is fifteen (15) years or less;
 - (iii) ~~the community identification sign license is satisfactory:~~
 - A. ~~to the person appointed to the position of Manager of Urban Development, Development & Building Approvals or that person's designate; and~~
 - B. ~~to the person appointed to the position of Director, Calgary Roads or that person's designate in the event the community identification sign is within a road;~~
the community identification sign is located on road and the license is satisfactory to the person appointed to the position of Director, Roads or that person's designate; and
 - (iv) any community identification sign for which a license has been granted under this bylaw is exempt from the application of the Temporary Signs on Highways Bylaw;
- (c) a license granted to a *developer* for a *community identification sign* if:
- (i) the license fee is at or above the *market value*;
 - (ii) the *developer* provides an irrevocable letter of credit or other type of security satisfactory to the *City Manager*;
 - (iii) the term of a license granted to a *developer* is five (5) years or less; ~~and~~
 - (iv) ~~the community identification sign license is satisfactory:~~
 - A. ~~to the person appointed to the position of Manager of Urban Development, Development & Building Approvals or that person's designate; and~~
 - B. ~~to the person appointed to the position of Director, Calgary Roads or that person's designate in the event the community identification sign is within a road;~~
the community identification sign is not located on road; and
 - (v) any community identification sign for which a license has been granted under this bylaw is exempt from the application of the Temporary Signs on Highways Bylaw;
- (d) a license for a *temporary sign* if the fee is at or above the *market value*;

- (e) a license for an *election sign* if the term and the fee are consistent with the applicable terms and rates approved by *Council*.
- (2) If any license area for a *sign* is located within a *road*, the license must be terminable upon thirty (30) days notice and the *occupation* must meet all applicable policies, procedures, standards and guidelines approved by *Council*, ~~*Corporate Properties & Buildings, and the Office of Land Servicing & Housing*~~ and/or *Real Estate & Development Services*.

Surrender of an Occupation

- 12. The *City Manager* may approve the surrender or partial surrender of an *occupation* prior to the end of the term if the consideration payable for the surrender or partial surrender is Five Hundred Thousand (\$500,000.00) Dollars or less.

Expropriations

12.1. (1) If *Council* has previously authorized the initiation of an expropriation of any estate or interest in *real property*, the *City Manager* may approve an *acquisition* of any parties' interest in the *real property* by way of an *agreement* pursuant to Section 30 of the *Expropriation Act*, if:

- (a) the proposed payment for the fee simple interest in the *real property* is:
 - (i) the same or less than the original proposed payment approved by *Council*; or
 - (ii) if there was no original proposed payment approved by *Council*, the sum of Five Million (\$5,000,000.00) Dollars or less; and
in either case, provided that the proposed payment reflects the current *market value* for the lands as approved by the *Valuation Review Committee*;
- (b) the consideration for any other interest in the *real property* is:
 - (i) the same or less than the original proposed payment approved by *Council*; or
 - (ii) if there was no original proposed payment approved by *Council*, the sum of Five Million (\$5,000,000.00) Dollars or less; and
in either case, provided that the proposed payment price reflects the current *market value* for the lands as approved by the *Valuation Review Committee*; and

funding for the *acquisition* is available in a budget approved by *Council*.

- (2) If *Council* has previously authorized the initiation of expropriation of any estate or interest in *real property*, the *City Manager* may approve a negotiated settlement of

any compensation payable pursuant to the *Expropriation Act* if funding for the negotiated settlement is available in a budget approved by *Council*.

**PART III
MISCELLANEOUS**

MANAGEMENT REAL ESTATE REVIEW COMMITTEE

13. ~~(1) Management Real Estate Review Committee must have a quorum of six persons comprised of:~~

(a) ~~at least one of the following:~~

~~(i) the General Manager;~~

~~(ii) the Director, Corporate Properties & Buildings; or~~

~~(iii) the Manager, Land;~~

(b) ~~at least one of the following:~~

~~(i) the Director, Office of Land Servicing & Housing; or~~

~~(ii) the Coordinator, Real Estate Sales;~~

(c) ~~the Finance Team Lead;~~

(d) ~~the City Solicitor;~~

(e) ~~one or more of the Coordinators;~~

~~and at least four persons forming the quorum must be employees of Corporate Properties & Buildings or the Office of Land Servicing & Housing, or a combination thereof;~~

(1) Management Real Estate Review Committee must have a quorum of six persons comprised of:

(a) at least one of the following:

(i) the Deputy City Manager, or

(ii) the Director;

(b) the Manager, Sales & Acquisitions;

(c) the Manager, Land & Asset Management;

(d) the Finance Leader;

(e) Manager, Real Estate & Expropriation;

(f) at least one or more of the *Coordinators*;

and at least four persons forming the quorum must be employees of *Real Estate & Development Services*;

RECTIFICATIONS, COMPLETION OF AND ADMINISTRATION OF REAL PROPERTY TRANSACTIONS

14. (1) The *City Manager* may approve the following ~~rectifications~~ corrections and changes of *land reports, land authorization forms, agreements and documents*:
- (a) the correction of obvious errors in the *land report, land authorization form, agreement or document* if the corrections are consistent with the intent of the *transaction*;
 - (b) any changes to the description of the *real property* in the *land report, land authorization form, agreement or document*; and
 - (c) the correction of spelling mistakes and errors in transposition of legal descriptions, municipal descriptions, names of parties, letters and figures.
15. (1) The *City Manager* may, in order to facilitate the negotiation, completion and administration of *transactions*, approve by rectification the following:
- (a) the addition, amendment or deletion of terms and conditions that are consistent with the intent of the *transaction* and that do not subject the *City*:
 - (i) to any further material obligations; or
 - (ii) to any financial obligations exceeding the sum of ~~Two Hundred Fifty Thousand (\$250,000.00)~~ Five Hundred Thousand (\$500,000.00) Dollars;
 - (b) the extension(s) or advancement(s) of any *transaction date* if:
 - (i) the extension(s) of any *transaction date* does not exceed a period of one (1) year from that original *transaction date*;
 - (ii) the advancement(s) of any *transaction date* does not exceed a period of one (1) year from that original *transaction date*; and
 - (iii) any *transaction date* may be split into two or more *transaction dates* if:
 - A. the earliest *transaction date* is advanced no more than one (1) year from the *original transaction date*; and
 - B. the last *transaction date* is extended no more than one (1) year from the *original transaction date*;

- (c) the charging or paying of fees for the extension of closing or exercise dates for *dispositions* or *acquisitions* if:
 - (i) the fee for the extension of closing or exercise dates for one (1) year or less is at least one (1%) percent of the purchase price per month; and
 - (ii) the fee for the extension of closing or exercise dates for periods greater than one (1) year is at least one (1%) percent of the purchase price per month for the first year and at least five (5%) percent of the purchase price per month during subsequent years;
- (d) ~~the increase, reduction, or waiver of any interest payable and the imposition or acceptance of alternate terms and conditions relating to payment of interest in consideration of the extension or advancement of any transactions date if the increase, reduction or waiver of the interest payable is Fifty Thousand (\$50,000.00) Dollars or less;~~
- (e) where the *City* is the landlord, any changes to the base rent or fee payable upon the exercise of either an option or a right to renew an *occupation*, if the new base rent or fee payable is at least *market value* or more;
- (f) the substitution, addition or deletion of parties to *transactions* approved by *Council* or pursuant to the *bylaw*;
- (g) adjustments made:
 - (i) to the property area upon completion of a survey;
 - (ii) to the area for an *occupation* to include any additional rental areas or the reduction of any rental area; or
 - (iii) to the *market value* purchase price, base rent or fee to reflect encumbrances or other title impediments if the total adjustments is thirty (30%) percent, or less, of the purchase price, base rent or fee for the *acquisition* or *disposition*;
- (h) an increase to the proposed purchase price approved by *Council* of up to thirty (30%) percent of the original proposed purchase price, to facilitate the completion of an *agreement* pursuant to Section 30 of the *Expropriation Act* if:
 - (i) the increase to the proposed purchase price reflects the current *market value* for the lands as approved by the *Valuation Review Committee*; or
 - (ii) the increase to the proposed purchase price reflects additional compensation that the owner of the lands could reasonably be entitled to under the *Expropriation Act* and the owner of the lands releases the *City* from any future claims under the *Expropriation*

Act or the Municipal Government Act for which the owner is being compensated for as approved by the Valuation Review Committee;

- (i) an increase to the proposed payment for an expropriation approved by *Council* of up to thirty (30%) percent of the original proposed payment, if
 - (i) the increase to the proposed purchase price reflects the current *market value* for the lands as approved by the *Valuation Review Committee*; or
 - (ii) the increase to the proposed purchase price reflects additional compensation that the owner of the lands could reasonably be entitled to under the *Expropriation Act*;
 - (j) the payment of reasonable legal fees (subject to the approval of the *City Solicitor*), appraisal and other consulting fees and disbursements incurred by parties to *transactions*;
 - (k) the charging or paying of any deposit or security to be taken or given by the *City* to secure the performance of obligations under any *agreement* and the terms and conditions that the deposit or security is to be paid, held and released; and
 - (l) the waiver of conditions precedent.
 - (m) ~~access by prospective purchasers, tenants or licensees of the City's real property for the purposes of conducting due diligence; and~~
 - (n) ~~an agreement for the access by City employees or agents to lands not owned by the City for the purposes of conducting due diligence for a proposed acquisition or occupation.~~
- (2) Any rectification or approval described in Subsection 15(1) must meet all applicable policies, procedures, standards or guidelines approved by *Council*, ~~*Corporate Properties & Buildings*, and the *Office of Land Servicing & Housing*~~ and/or *Real Estate & Development Services*.

MANAGEMENT OF THE CITY'S REAL PROPERTY

General Approvals

16. (1) The *City Manager* may, in order to facilitate the management of the *City's real property*, approve the following:
- (a) ~~the inclusion of the City's real property in applications for land use, subdivision or development approvals under Part 17 of the *Municipal Government Act* if such approval is given without restricting the City's ability to negotiate, approve and complete related transactions; the~~ increase, reduction, or waiver of any interest payable and the imposition or acceptance of alternate terms and conditions relating to payment of

interest in consideration of the extension or advancement of any transaction date if the increase, reduction or waiver of the interest payable is Fifty Thousand (\$50,000.00) Dollars or less;

- (b) ~~the entry into and completion of any agreements or documents required for the subdivision and development of the City's real property under Part 17 of the Municipal Government Act;~~ access by prospective purchasers, tenants or licensees of the City's real property for the purposes of conducting due diligence;
 - (b.1) an agreement for the access by City employees or agents to lands not owned by the City for the purposes of conducting due diligence for a proposed acquisition or occupation;
 - (c) tenders for the demolition and/or removal of buildings and improvements constructed on the City's real property if the buildings or improvements are no longer habitable, are structurally unsound or unsafe, or are required to be demolished and/or removed for a project approved by Council;
 - (d) the assignment and assumption of any agreement including the charging of or paying of fees for the assignment and assumption of any agreement, and
 - (e) ~~the withdrawal, discharge, surrender or postponement of any instrument registered at the Land Titles Office by or on behalf of the City;~~
 - (f) ~~requests to include the estate or interest in mines or minerals in an acquisition pursuant to the Municipal Government Act; and~~
 - (g) the entering into any agreement relating to the clean up or management of any environmental contamination of the City's lands in connection with a disposition or an occupation.
- (2) Any approval described in Subsection 16(1) must meet all applicable policies, procedures, standards and guidelines approved by Council, ~~Corporate Properties & Buildings, and the Office of Land Servicing & Housing~~ and/or Real Estate & Development Services.

General Administrative Authority

16.1 (1) The City Manager may, in order to facilitate the management of the City's real property;

- (a) include the City's real property in applications for land use, subdivision or development approvals under Part 17 of the Municipal Government Act if such inclusion will not restrict the City's ability to negotiate, approve and complete related transactions;

- (b) enter into and complete any agreements or documents required for the subdivision and development of the *City's real property* under Part 17 of the *Municipal Government Act*;
- (c) withdraw, discharge, surrender or postpone any instrument registered at the Land Titles Office by or on behalf of the *City*;
- (d) request to include the estate or interest in mines or minerals in an *acquisition* pursuant to the *Municipal Government Act*;
- (e) enter into an *acquisition* or a *disposition* of a restrictive covenant, utility right of way or an easement that limits or restricts the use of land owned by the *City* for the benefit of other land owned by the *City*.

Land Titles Registrations

17. (1) The *Land Titles Officer* may, in order to facilitate management of the *City's real property*:
- (a) notify the Registrar of the Land Titles Office that the requirements for the removal of municipal reserve or municipal and school reserve designations have been complied with;
 - (b) file with the Registrar of the Land Titles Office all required certificates accompanying road plans of survey;
 - (c) authorize the Registrar of the Land Titles Office to remove public utility lot (PUL) designations from certificates of title registered in the name of the *City*;
 - (d) authorize or consent to the Registrar of the Land Titles Office registering or correcting plans of survey; and
 - (e) request the Registrar of the Land Titles Office to take the appropriate action(s) pursuant to the tax recovery procedures set out in the *Municipal Government Act*.
- (2) Any actions described in Subsection 17(1) must meet all applicable policies, procedures, standards and guidelines approved by ~~Council, Corporate Properties & Buildings, and the Office of Land Servicing & Housing~~ and/or Real Estate & Development Services.

REPORTING

18. (1) The approval of the following *transactions* pursuant to the *bylaw* must be documented in a *land authorization form*:
- (a) ~~an acquisition of an easement or utility right of way;~~ an acquisition or disposition of an easement or utility right of way or a restrictive covenant;

- (b) ~~an acquisition or a disposition of a restrictive covenant;~~ an occupation for the purpose of landscaping, crop and pasture use, a residential tenancy, shoring, a telecommunication installation or a sign;
 - (c) ~~an occupation for the purpose of landscaping, crop and pasture use, a residential tenancy, shoring, a telecommunication installation, a sign, or for an occupation having a term of one (1) year or less;~~ an occupation having a term of one (1) year or less;
 - (d) an occupation of a road;
 - (e) ~~an exercise of an option or a right to renew an occupation pursuant to Section 8(1)(c);~~ an exercise of an option or a right to renew or extend an occupation or a right to renew or extend an occupation pursuant to Section 8(1)(b) or (c);
 - (f) a surrender of an occupation pursuant to Section 12;
 - (g) a disposition of a remnant parcel pursuant to Sections 7(1)(b) or (c); and
 - (h) an authorization for the demolition of any buildings or improvements.
- (2) The ~~Coordinator, Land Business Operations~~ Manager, Land & Asset Management must prepare and submit to the *Management Real Estate Review Committee* a report listing all the *transactions* approved pursuant to the *bylaw* that are documented in a *land authorization form* every month, or as otherwise directed by *Committee* or *Council*.
 - (3) The approval of other *transactions* pursuant to the *bylaw* that are not included in Section 18(1) must be documented in a *land report* and reviewed and ~~approved~~ considered at *Management Real Estate Review Committee*.
 - (4) Minutes of the *Management Real Estate Review Committee* meetings must be taken and be available to members of *Council* upon request.
 - (5) The *City Manager* must prepare and submit to *Council* a report listing all *transactions* approved pursuant to the *bylaw* every three (3) months, or as otherwise directed by *Committee* or *Council*, commencing January, 2010.

EXECUTION OF DOCUMENTS AND AGREEMENTS

- 19. (1) Despite the provisions of the Execution of Contracts Bylaw ~~43M99~~:
 - (a) ~~the General Manager, either of the Directors or the Manager, Land may execute any agreement relating to the City's real property or a transaction;~~ the Deputy City Manager, the Director, the Manager, Sales & Acquisitions, the Manager, Land & Asset Management or the Land Titles Officer may execute any agreement relating to the City's real property or a transaction;

- (b) the following *agreements* and *documents* may be duly executed by the authorized signing officers without affixing the *City's* corporate seal to the *agreement* or *document*:
 - (i) any *document* to be registered at the Land Titles Office as required by Section ~~16(1)(e)~~ 16.1(1)(c) of the *bylaw* or any *document* approved by *Council* to be registered at the Land Titles Office pursuant to the *Expropriation Act*;
 - (ii) any encroachment *agreement*; and
 - (iii) ~~any occupation agreement for the purpose of landscaping, crop and pasture use, a residential tenancy, a mobile home tenancy, shoring, a telecommunication installation, a sign, or for an occupation having a term of month to month, year to year or a fixed term of one (1) year or less, inclusive of any renewals or extensions~~ any occupation for the purpose of landscaping, crop and pasture use, a residential tenancy, a mobile home tenancy, shoring, a telecommunication installation, a sign, or for an occupation having a term of less than one (1) year, inclusive of any renewals or extensions.
- (2) The *City Manager's* signature and the signature of any person to whom the *City Manager* further delegates may be printed, photocopied or otherwise reproduced on *agreements* or *documents*.

GENERAL PROVISIONS

Delegations by City Manager

20. (1) ~~The authority delegated to the City Manager as described in the bylaw, may only be further delegated by the City Manager to:~~
- (a) ~~the General Manager;~~
 - (b) ~~either of the Directors;~~
 - (c) ~~the Manager, Land;~~
 - (d) ~~any of the Coordinators; or~~
 - (e) ~~the Land Titles Officer.~~

The authority delegated to the City Manager as described in the bylaw, may only be further delegated by the City Manager to:

- (a) the Deputy City Manager;
- (b) the Director;
- (c) the Manager, Sales & Acquisitions;

- (d) the Manager, Land & Asset Management;
 - (e) the Manager, Real Estate & Expropriation and any of lawyers or solicitors in the Real Estate & Expropriation section of the Law business unit;
 - (f) any General Manager of any City department; or
 - (g) the Land Titles Officer.
- (2) Any further concurrent or sub-delegation of any other powers, duties or functions under the *bylaw* must be approved by the *City Manager*.

Repeal

21. Bylaw 12M2005, the Real Property Transactions Bylaw, is hereby repealed.
22. Bylaw 10M98, the Real Property Transactions Bylaw, is hereby repealed.
- 22.1 Bylaw 23M2001, the Sign Licensing Bylaw, is hereby repealed.

Conflict Between this and Other Bylaws

23. In the event of a conflict between the *bylaw* and any other bylaw previously passed by *Council*, the *bylaw* shall prevail.

Transitional Provision

24. The *bylaw* will apply to all *transactions*, rectifications, approvals, authorizations or actions relating to *real property* from and after the date it is passed.

Effective Date

25. The *bylaw* comes into effect on the date it is passed.

READ A FIRST TIME THIS 2ND DAY OF NOVEMBER, 2009.

READ A SECOND TIME THIS 2ND DAY OF NOVEMBER, 2009.

READ A THIRD TIME THIS 16TH DAY OF NOVEMBER, 2009.

(Sgd.) Dave Bronconnier

MAYOR

SIGNED THIS 16TH DAY OF NOVEMBER, 2009.

(Sgd.) D. Garner

CITY CLERK

SIGNED THIS 16TH DAY OF NOVEMBER, 2009.