



LLOYDMINSTER

CITY OF LLOYDMINSTER Governance and Priorities Committee - AGENDA

Date: Monday, January 15, 2024
Time: 1:30 pm
Location: Council Chambers

Pages

1. Call to Order and Silent Moment of Personal Reflection

The City of Lloydminster and the Council of Lloydminster would like to acknowledge that the chambers in which we are holding today's meeting is situated on Treaty 6 territory, traditional lands of First Nations and Métis people.

We will now pause for a silent moment of personal reflection.

Reminder, all members of Council are obligated to declare a conflict of interest OR a financial interest (as per S. 133 of *The Lloydminster Charter*) regarding any item on the agenda.

2. Approval of the Agenda

Recommendation:

That the Agenda dated January 15, 2024 be approved.

3. Approval of the Previous Meeting Minutes

3 - 6

Recommendation:

That the Governance and Priorities Committee Minutes dated December 4, 2023 be approved.

4. Administration Presentations

4.1 Indigenous Cultural Protocol

7 - 12

Presented By: Marilyn Lavoie

4.2 Downtown Façade and Building Improvement Program

13 - 15

Presented By: Katlin Ducherer

4.3 Weaver Park Campground Caretaker

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Presented By: Jordan Newton

4.4 2023 Q4 Procurement Report

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Presented by: Mika Wangler

4.5	2023 Q4 Governance Documents Update	23 - 29
	Presented by: Shannon Rowan	
4.6	Cenovus Energy Hub Update January 2024	30 - 40
	Presented By: Joel Turcotte	
4.7	Grant Funding Agreement – Border Paws	41 - 49
	Presented By: Glenn Alford	

5. Governance and Priorities Matters

5.1	50 Avenue (Highway 17) and 67 Street Intersection Improvements – Speed Limit Changes	50 - 54
	Presented By: Glenn Alford	
5.2	Draft Landfill Tipping Fee Exemption Policy	55 - 59
	Presented By: Karen Dela Rosa	
5.3	Draft Recreation and Cultural Services Fees Policy	60 - 65
	Presented By: Joel Turcotte	
5.4	Draft Accounts Receivable Policy	66 - 72
	Presented By: Linsay Organ	

6. Inquiries from the Media

Recommendation:

That the January 15, 2024 Governance and Priorities Committee recess for a short break at ____ PM.

7. In Camera Session

Recommendation:

That the January 15, 2024 Governance and Priorities Committee Meeting go into a closed session as per LAFOIP Section 16(1)(a) at ____ PM.

Recommendation:

That the January 15, 2024 Governance and Priorities Committee Meeting resume open session at ____ PM.

- 7.1 Policy Options/Advice (Section 16(1)(a) of LAFOIP)
- 7.2 Policy Options/Advice (Section 16(1)(a) of LAFOIP)

8. Adjournment

Recommendation:

That the January 15, 2024 Governance and Priorities Committee Meeting be adjourned at _____ PM.



LLOYDMINSTER

City of Lloydminster

Minutes of a Governance and Priorities Meeting

Date: Monday, December 4, 2023
 Time: 1:30 pm
 Location: Council Chambers

Members Present Mayor Gerald Aalbers
 Councillor Michael Diachuk
 Councillor Glenn Fagnan
 Councillor Lorelee Marin
 Councillor Jonathan Torresan
 Councillor Jason Whiting

Staff Present Dion Pollard, City Manager
 Doug Rodwell, City Clerk
 Denise MacDonald, Chief Financial Officer
 Tracy Simpson, Executive Manager, Community Development Services
 Don Stang, Executive Manager Operations
 Marie Pretty, Chief of Staff
 Wendy Leaman, Executive Coordinator
 Leo Pare, Director Communications
 Marilyn Lavoie, Manager Legislative Services
 Shannon Rowan, Legislative Services Coordinator
 Kirsten DeSchover, Legislative Services Admin

1. Call to Order and Silent Moment of Personal Reflection

Mayor Aalbers called the meeting to order at 1:30 PM.



2. Approval of the Agenda

Motion No. 445-2023
Moved By: Councillor Whiting
Seconded By: Councillor Diachuk

That the Agenda dated December 4, 2023 be approved.

CARRIED

3. Approval of the Previous Meeting Minutes

Motion No. 446-2023
Moved By: Councillor Whiting
Seconded By: Councillor Torresan

That the Governance and Priorities Committee Minutes dated November 8, 2023 be approved.

CARRIED

4. Public Presentations

4.1 Lloydminster Youth Council - SOARING Safe Travels

Lloydminster Youth Council, Allie Tobin presented Lloydminster Youth Council - SOARING Safe Travels.

5. Administration Presentations

5.1 Regional Emergency Management Collective (REMC)

Administration provided the Committee with an update on the Regional Emergency Management Collective.

5.2 Public Art Committee Proposal - Into the Mystic

The Committee was provided with information regarding the Public Art Committee Proposal, Into the Mystic.

5.3 Lloydminster New Mechanical Wastewater Treatment Facility Project Final Report – December 2023

The Committee was provided with the Lloydminster New Mechanical Wastewater Treatment Facility Project Final Report.



5.4 Vic Juba Community Theatre Tri-Party Operating Agreement Amendment

Administration provided the Committee with an update on the Vic Juba Community Theatre Tri-Party Operating Agreement Amendment.

Motion No. 447-2023
Moved By: Councillor Whiting
Seconded By: Councillor Diachuk

That the December 4, 2023 Governance and Priorities Meeting recess for a short break at 2:53 pm.

CARRIED

The December 4, 2023 Governance and Priorities Meeting resumed at 3:07 PM with all members in attendance.

5.5 Bud Miller All Seasons Park Master Plan

The Committee was provided with the Bud Miller All Seasons Park Master Plan.

6. Governance and Priorities Matters

6.1 Draft Cemetery Management Bylaw Amendment

Administration provided the Committee with the Draft Cemetery Management Bylaw Amendment.

6.2 Draft Asset Disposal Policy

The Committee was provided with the Draft Asset Disposal Policy.

6.3 Draft Council Code of Ethics Bylaw

Administration provided the Committee with the Draft Council Code of Ethics Bylaw.

7. Inquiries from the Media

Media requested to speak with Mayor Aalbers.

Motion No. 448-2023
Moved By: Councillor Whiting
Seconded By: Councillor Marin

That the December 4, 2023 Governance and Priorities Committee recess for a short break at 4:08 PM.

CARRIED



The media interviews were conducted and then the December 4, 2023 Governance & Priorities Committee Meeting reconvened at 4:19 PM.

8. In Camera Session

Motion No. 449-2023
Moved By: Councillor Marin
Seconded By: Councillor Diachuk

That the December 4, 2023 Governance and Priorities Committee Meeting go into a closed session as per LAFOIP (Section 16(1)(a) of LAFOIP) at 4:20 PM.

CARRIED

Motion No. 450-2023
Moved By: Councillor Whiting
Seconded By: Councillor Diachuk

That the December 4, 2023 Governance and Priorities Committee Meeting resume open session at 6:33 PM.

CARRIED

9. Adjournment

Motion No. 451-2023
Moved By: Councillor Fagnan

That the December 4, 2023 Governance and Priorities Committee Meeting be adjourned at 6:34 PM.

CARRIED

MAYOR

CITY CLERK



**City of Lloydminster
Information Report (IR)**

Subject Matter: Indigenous Cultural Protocol

Department: Office of the City Clerk

Presented By: Marilyn Lavoie

GPC Meeting Date: January 15, 2024

Topic: To provide the Committee with an Indigenous Cultural Protocol for discussion.

Background: Administration had identified the requirement of an Indigenous Cultural Protocol for the City. The attached Indigenous Cultural Protocol is an internal document for City staff and facilities to use as a guiding document. The purpose of this protocol is to recognize the use of traditional ceremonial purposes, including the use of traditional medicines within City facilities and at events. This protocol covers items such as land acknowledgement, smudging, and traditional offerings. Administration met with a local indigenous knowledge keeper to ensure that this document covers items important to indigenous culture and traditions.

This protocol is a living document that will evolve over time during its application. This document is part of the City's continued engagement with indigenous cultural events at our facilities.

Objective: To provide City staff and facilities with a guiding document for indigenous ceremonies and traditional events.

Options:

1. That the Committee accept this report as information.

Alignment with Strategic Plan: This item is in alignment with the following strategic area: Delivering Good Governance. By providing a guiding document to staff, the City is promoting safe spaces for cultural ceremonies.

Governance Implications: N/A

Budget/Financial Implications: N/A

Environmental Implications: N/A

Report Approval Details

Document Title:	Indigenous Cultural Protocol.docx
Attachments:	- Indigenous Cultural Protocol Document.pdf
Final Approval Date:	Jan 2, 2024

This report and all of its attachments were approved and signed as outlined below:

Doug Rodwell

Dion Pollard



INDIGENOUS CULTURAL PROTOCOL

December 2023
Legislative Services

PURPOSE

The City of Lloydminster recognizes that it is situated on Treaty 6 Territory, traditional lands of First Nations and Métis people.

In recognition of the use of traditional ceremonial purposes, including the use of traditional medicines, this protocol is required to ensure the well-being of our community members, employees, volunteers, and visitors, as well as the protection of our facilities and compliance with health and safety, insurance requirements and fire regulations.

Land Acknowledgement

Land acknowledgements and personal introductions are a way of showing respect and gratitude for Indigenous cultures and the traditional land we live on. When developing a land acknowledgement, conduct research on the group who are being hosted, and what lands the event will be residing on. Ensure to include proper pronunciations of the Indigenous nations being acknowledged.

For events occurring within City of Lloydminster boundaries, the following are approved Land Acknowledgements that may be utilized. It is important that a land acknowledgement is said from the heart. When land acknowledgements are just read from a paper, it doesn't appear genuine.

Statement 1

The City of Lloydminster respectfully acknowledges that we are situated on Treaty 6 territory, traditional lands of First Nations and Métis people.

Statement 2

The City of Lloydminster acknowledges that we are located on Treaty 6 territory, and respects the histories, languages, and cultures of First Nations, Métis, Inuit, and all First Peoples of Canada, whose presence continues to enrich our vibrant community.

Statement 3

Before we begin today's [festivities/event], I'd like to acknowledge that we are on Treaty 6 territory, a traditional meeting grounds, a gathering place, and travelling route to the Cree, Saulteaux (*pronounced: So-toe*), Blackfoot, Métis, Dene (*pronounced: De-nay*) and Nakota Sioux (*pronounced: Sue*). We acknowledge the many First Nations, Métis, and Inuit whose footsteps have marked these lands for centuries.

Smudging

Smudging is a cultural healing practice which involves the burning of one or more medicines gathered from the earth. The most common medicines used in smudge include, but are not limited to sweetgrass, cedar, tobacco and sage.

Smudging is always voluntary. A person may choose to stay in the room and refrain from smudging or leave the room during the smudge. Respect for all is the guiding principle of any Indigenous tradition.

Smudging is allowed within City facilities and on City property when the following guidelines are abided by.

Though it may seem well-intentioned to ask Indigenous people to move their smudge outside of a building, it is often considered an act of disrespect.

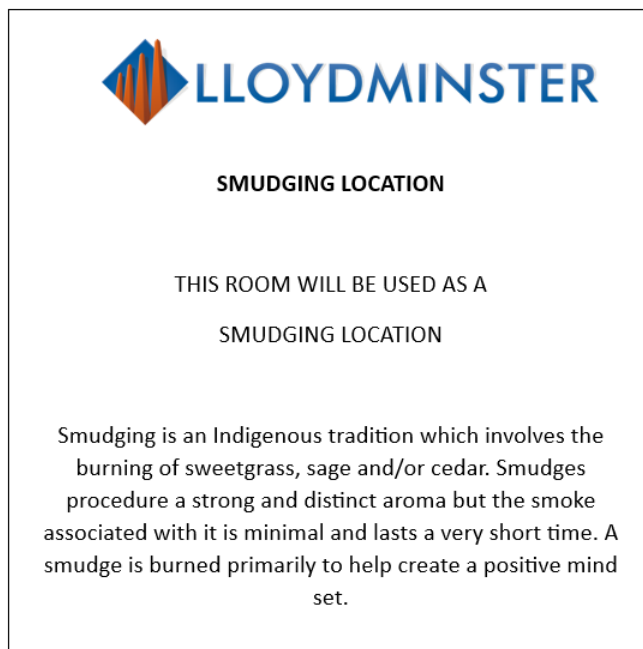
Communication is important. Advance notice (at least 48 hours) should be given indicating the date and location when a smudge will take place. At the time of a booking, Booking Coordinators shall ask if traditional ceremonies or practices will be part of the event, to plan ahead for any smudging.

After the request is made, a notification to the Facility Manager and the Fire Department shall be provided, including the date/time of the booking when smudging will occur. Fire Services will have a member(s) on standby to assist with

fire alarms with facility staff. This may include fire system bypass, bell/alarm silence or resetting of the system. Facilities need to make sure the alarms do not interrupt normal business of the facility or other users of the facility.

It is important to note that while smudging does not typically pose a health risk, the City will take steps to accommodate the needs of those who may have respiratory issues or other health concerns. Opening a window or using a larger open space or fans are examples of how you can mitigate health concerns.

A sign should be posted where the smudging will take place, to advise attendees that the location will have smudging. The sign may include the following:



Traditional Offerings

If a request is made for a Traditional Knowledge Keeper or Elder to attend a City ceremony, there are cultural considerations to be made as a thank you to them for attending.

Offerings (Cultural)

Traditional Knowledge Keepers and Elders customarily accept tobacco (usually pouch) as an acknowledgement of a ceremonial request such as a prayer, blessing or special ceremony. The acceptance of an offering signifies an acceptance of the request. Traditionally, tobacco is customarily presented at the time of the request, or just before the ceremony or blessing. It is not uncommon to also present broad cloth (sometimes called flag or print) with the tobacco. White broadcloth or red is used in this regional area.

When purchasing tobacco products, a City issued P-Card is the preferred method to use for the purchase. P-Cards do not currently allow tobacco purchases unless they are set up on a case-by-case basis. Manager's approval is required prior to the purchase of tobacco and work with finance to have the P-Card set up temporarily to purchase tobacco products. Please give at least three (3) business days notice prior to making the purchase to allow time to update the P-Card.

Honorarium (Financial)

It is customary that Traditional Knowledge Keepers and/or cultural resources experts be provided with a financial gift directly after the event or ceremony is completed.

- Honorariums for Traditional Knowledge Keepers should not be viewed as a payment for service, but rather as a gift in exchange for knowledge, ceremonies or blessings.
- Honorarium should be presented on the day of the event or ceremony in cheque.
- All financial honorariums should be provided one per person. Example: if you have a group of dancers or drummers, provide a financial honorarium to each individual, and not one for the group.
- Finance must be provided with three (3) weeks' notice of the honorarium you plan to pay at the event, so they have time to process the payment. Note * - While cash is the commonly accepted honorarium form, the City of Lloydminster may only supply a cheque. While this does deviate from traditional practices, most First Nation and Métis Elders are accepting of this.
- It is good practice, but not mandatory, to fill out a one-page Independent Service Provider Agreement that confirms the service the traditional members will be providing. This also helps the process in getting a Request for Payment for Finance to create a cheque.
- General standard to use for financial honorariums for indigenous protocol is \$250 for a half day (4 hours or less), and \$500 for a full day (anything over 4 hours).
- Keep in mind that for honorarium payments in excess of \$500 (total throughout the calendar year) a T4A form is required to be issued by the City. If the honorarium will be more than \$500 for that financial calendar year, a SIN number must be obtained from the person receiving the funds and provided to Finance.

Gifts (non-financial)

In addition to cultural offerings and honorariums, gifts of gratitude (including greeting cards or cultural items) are customarily presented after the ceremony or blessing has been completed. Non-monetary gifts are in addition to honoraria and should be a small token of appreciation. Gift cards shall not be provided as gifts.

Photo and Video Permission

For any event, workshop or training with Traditional Knowledge Keepers or Elders, it is important that all parties are clear and communicate prior to the event if the engagement will be photographed or recorded.

A lot of times, the smudging ceremony is not permitted to be photographed/videoed. It is important to communicate ahead of time with the event team to show understanding of the ceremony and respect. It is good practice to confirm ahead of time that they want the smudging ceremonies to be no photos or video recordings. The Traditional Knowledge Keeper or Elder will let you know if they want photos or video.

Photos and videos are permitted at powwows, and often encouraged; however, photographers/videographers are also encouraged to ask permission from participants.



**City of Lloydminster
Information Report (IR)**

Subject Matter: Downtown Façade and Building Improvement Program

Department: City Manager's Office

Presented By: Katlin Ducherer

GPC Meeting Date: January 15, 2024

Topic: The Downtown Area Redevelopment Committee recommends amendments to the Downtown Façade and Building Improvement Program.

Background: At the March 27, 2023 Regular Council Meeting, Council approved Policy No. 630-02, the Downtown Façade and Building Improvement Program Policy. The Policy was developed to provide direction for the Downtown Façade and Building Improvement Program (Program).

Objective The Program offers a flexible variety of incentive options, including loan and grant opportunities being made available to downtown Lloydminster private sector property and/or business owners. The program provides monetary assistance as an incentive to downtown building/business owners to improve the character and physical exterior appearance of downtown City of Lloydminster buildings and landscape.

Since the implementation of the Program in quarter two of 2023 almost \$70,000 in funding was approved and awarded to Downtown Business and Building Owners. Based on preliminary discussions, Administration anticipates a rise in Program subscriptions in 2024.

The Downtown Area Redevelopment Committee recommends that the Downtown Façade and Building Improvement Program Guidelines and funding levels be amended to include the following as outlined in red:

Level 1: \$0 to \$5,000 - Matching grant of total project cost. This includes items such as:

- *improving store fronts for display to the streets;*
- *signage improvements;*
- *exterior finishing (painting, surface area, lighting, etc.);*
- *sidewalk displays;*
- *urban landscape;*
- *safety lighting (Lighting that is not street facing or decorative, can be located in the alley).*

Level 2: \$0 - \$25,000, Administered by Community Futures Lloydminster and Region, and Downtown Lloydminster. Level 2 funding includes a loan up to \$25,000 with 25% forgivable through the grant. An additional loan application will be required and must meet all qualifying and lending criteria guidelines. This funding includes items such as complete exterior improvements.

Level 3: \$6,000, Relocation or Pop-up rental grant. Level 3 is specific to those directly within the current construction phase. This funding is only available as a temporary measure for alternative space during the Central Business District Replacement Program construction.

Level 4: \$45,000, Building Rehabilitation or Demolition addresses the need to improve the failing features of a building's facade, involving the repair or restoration through strengthening or replacement of the structure in a way that "returns its performance to levels approaching or exceeding those of a newly constructed building. Failure to repair or rehabilitate the structural integrity may result in demolishing the current structure.

Level 5: \$15,000, Mural Development Fund, supporting the development of new murals in the Downtown. Mural design concept must be provided in the application process and design must be approved by the Downtown Area Redevelopment Committee. Design must be secular and non-political in nature.

Changes to the Program will continue to adhere to the Policy approved by Council, and there are no Policy changes required. The information is presented as update to Council on the Program.

Options:

1. That the Committee accept this report as information.
2. That the Committee request more information and that the item be brought forward to a future Regular Council meeting for decision.
3. That the Committee request more information and that the item be brought forward to a future Governance & Priorities Committee meeting.

Alignment with Strategic Plan: This item is in alignment with the following strategic area: Building Economic Resilience. The goal of the Downtown Façade and Building Improvement Program is to improve the retail marketplace and building structures/landscape in downtown Lloydminster.

Governance Implications: N/A

Budget/Financial Implications: The Downtown Façade and Building Improvement program is funded through the approved 2024 City of Lloydminster's operating budget.

Environmental Implications: N/A

Report Approval Details

Document Title:	Downtown Facade and Building Improvement Program Update.docx
Attachments:	
Final Approval Date:	Jan 4, 2024

This report and all of its attachments were approved and signed as outlined below:

Dion Pollard

Doug Rodwell

Subject Matter: Weaver Park Campground Caretaker
Department: Operations
Presented By: Jordan Newton
GPC Meeting Date: January 15, 2024

Topic: Weaver Park Campground Caretaker.

Background: Operational from May to October, Weaver Park Campground is home to fifty-seven (57) serviced camping lots, with water, power, and septic service options. The grounds offer shower and laundering facilities as well as greenspace, playgrounds, and picnic areas open to all guests.

At the February 27, 2023 Regular Council Meeting, through Motion No. 60-2023, Council approved the award of the Weaver Park Campground Caretaker (Caretaker) for the provision of the 2023 seasonal (April 15, 2023 to October 31, 2023) caretaker services to MP2A Management Inc. of Edmonton, AB. The duties of the Weaver Park Caretaker include site maintenance and overseeing the day-to-day operations of the entire Weaver Park Campground.

The 2023 camping season provided Administration the opportunity to commence an operational review of the Weaver Park Campground, however, more time is required to complete this review. In addition, the Weaver Heritage Park Site Landscape, and Interpretive Plan (Plan) Capital Project is underway, and Weaver Park Campground is included within the scope of the Plan.

Objective: In 2024, several events are scheduled to take place in the vicinity of the City of Lloydminster. These events include, and are not limited to, local industry planned shut-down, on-going construction of the Cenovus Energy Hub and the 2024 Saskatchewan Summer Games. It is anticipated these events will lead to an increase in campers looking for places to stay in the region, which will affect the operations of Weaver Park Campground. Additionally, with thousands of athletes and visitors anticipated to partake or attend the 2024 Saskatchewan Summer Games (Games) hosted in the City of Lloydminster (City) in late July 2024 it is expected that leading up to, during and after the Games, there will be significant impacts on the day-to-day operations of the City of Lloydminster’s Parks and Greenspace team.

To ensure operational efficiencies are maintained for the 2024 camping season Administration conducted a review of the Weaver Park Campground Caretaker Request for Proposal that was posted to the City’s Bids and Tenders website in January 2023. The review confirmed vendors were required to submit bids on a three-year duration (2023, 2024 and 2025 camping seasons). Therefore, at a future Regular Council Meeting Administration will present, for Council’s consideration, a Request for Decision to amend the Weaver Park Campground Caretaker Agreement to allow MP2A Management Inc., of Edmonton, AB to continue with the

provision of seasonal caretaker services for the 2024 camping season (April 15, 2024 to October 31, 2024). In addition, that consideration be given to approve one additional term for the provision of seasonal caretaker services for the 2025 season (April 15, 2025 to October 31, 2025) pending annual 2025 operational budget approval.

Should Council approve the recommendation to amend the Weaver Park Campground Caretaker Agreement, Administration will have sufficient time to complete the operational review. Furthermore, recommendations from the Weaver Heritage Park Site Landscape and Interpretive Plan will be available equipping Administration with additional information to support future planning of Weaver Park Campground.

Options:

1. That the Committee accept this report as information and that the item be brought forward to a future Regular Council meeting for decision.

Alignment with Strategic Plan: This item is in alignment with the following strategic area: Managing our Environment and Infrastructure and Providing a Safe Community. Having a Caretaker on site 24/7 ensures the City's infrastructure is maintained and a safe camping experience for patrons.

Governance Implications: N/A

Budget/Financial Implications: In 2024, the Weaver Park Campground Caretaker agreement will be funded through the City of Lloydminster's approved 2024 operating budget. The proposed costs to be incurred in 2024 (April 15 to October 31, 2024) are \$95,530.50 and in 2025 (April 15 to October 31, 2025) are \$98,761 (pending annual 2025 operational budget approval). Fees collected from campers assist in generating revenue to offset a portion of the costs incurred for the Caretaker.

Environmental Implications: N/A

Report Approval Details

Document Title:	Weaver Park Campground - Caretaker.docx
Attachments:	
Final Approval Date:	Jan 5, 2024

This report and all of its attachments were approved and signed as outlined below:

Don Stang

Doug Rodwell

Dion Pollard



City of Lloydminster
Information Report (IR)

Subject Matter: 2023 Quarter 4 Procurement Update

Department: Office of the City Clerk

Presented by: Mika Wangler

GPC Meeting Date: January 15, 2024

Topic: To provide the Committee with the 2023 Q4 Procurement Activity Report.

Background: Section 8.3 of the Procurement and Purchasing Policy requires that the Procurement Officer report procurement activity to Council on a quarterly basis.

Objective: To provide the Committee with an update of Procurement on a quarterly basis.

Options:

1. That the Committee accept this report as information.
2. That the Committee request more information and that the item be brought forward to a future Governance & Priorities Committee meeting.

Alignment with Strategic Plan: This item is in alignment with the following strategic area: Delivering Good Governance.

Governance Implications: The quarterly report, in compliance with the Procurement and Purchasing Policy, will ensure transparency by keeping Council aware of Administration’s procurement activities.

Budget/Financial Implications: N/A

Environmental Implications: N/A

Report Approval Details

Document Title:	2023 Q4 Procurement Report.docx
Attachments:	- 2023 Q4 - Procurement Report.pdf
Final Approval Date:	Jan 3, 2024

This report and all of its attachments were approved and signed as outlined below:

Doug Rodwell

Dion Pollard



2023 Quarter 4 - Procurement Activity

January 15th, 2024 Governance and Priorities
Committee Meeting

Procurement
Legislative Services

2023 Purchasing Activity

This report is intended to provide Council with Procurement updates and information pertaining to Administration's procurement activity for publicly procured contracts in accordance with the trade agreements. This is in compliance with the Procurement and Purchasing Policy.

The project delivery methods identified are procurements where the project totals are approved by Council prior to Administration awarding the individual scopes.

This report is broken down by department in the following order:

1. Operations

- Environmental Services
- Parks & Green Spaces

2. Office of the City Clerk

- Information Technology

No procurements to report for the quarter:

**Chief Financial Officer, Chief of Staff, Community Development Services,
Economic Development, Office of the City Manager**

1. Operations

Capital Projects	¹ Administration Approved	¹ Council Approved	Procurement Method	Project Delivery	Vendor Awarded
Environmental Services					
ENVRFP 2023-01 – Wood Recycling Services	*\$123,557.82		RFP		GFL Environmental Inc.
Parks & Green Spaces					
2254002 – Cemetery Phase 1 Development – Columbaria Purchase	\$74,130.00 + 15% contingency		RFP		Kyber Columbarium & Consulting

2. Office of the City Clerk

Capital Projects	¹ Administration Approved	¹ Council Approved	Procurement Method	Project Delivery	Vendor Awarded
Information Technology					
ITRFP 2023-02 – Video Surveillance Cameras		*\$246,222.00	RFP		IOSecure Internet Operations Inc.

¹All amounts provided are GST exempt

*Estimated amount over a multi-year agreement

- See Cenovus Energy Hub website for more information on awards:
<https://www.lloydminster.ca/en/recreation-and-culture/cenovus-energy-hub-vendor-information.aspx>

Legend

Acronym	Procurement/Project Delivery Method
BGP	Buying Group Purchase
CM	Construction Management
IPD	Integrated Project Delivery
ITB	Invitation to Bid
QBS	Qualifications-Based Selection
RFP	Request for Proposals
RFQ	Request for Quotes
RFT	Request for Tenders



**City of Lloydminster
Information Report (IR)**

Subject Matter: 2023 Quarter 4 Governance Documents Update

Department: Office of the City Clerk

Presented by: Shannon Rowan

GPC Meeting Date: January 15, 2024

Topic: Administration has completed the fourth quarter (Q4) Governance Document Review.

Background: The attached report outlines all governance documents reviewed, created, or amended within the fourth quarter of 2023, as well as all outstanding items.

As part of the governance document review, Administration has completed a review of three (3) governance documents and brought forward an additional seventeen (17) governance documents for Council's approval.

Objective: To provide the Committee with an update of governance documents on a quarterly basis.

Options:

1. That the Committee accept this report as information.
2. That the Committee request more information and that the item be brought forward to a future Governance & Priorities Committee meeting.

Alignment with Strategic Plan: This item is in alignment with the following strategic area: Delivering Good Governance. Governance documents are reviewed in accordance with the Records Management Bylaw to ensure accuracy and compliance with legislation.

Governance Implications: The quarterly review and update to the Committee is in accordance with the Records Management Bylaw.

Budget/Financial Implications: N/A

Environmental Implications: N/A



**City of Lloydminster
Information Report (IR)**

Report Approval Details

Document Title:	Q4 2023 Governance Documents Update.docx
Attachments:	- 2023 Q4 Governance Document Report.docx
Final Approval Date:	Jan 2, 2024

This report and all of its attachments were approved and signed as outlined below:

Doug Rodwell

Dion Pollard



GOVERNANCE DOCUMENT REVIEW

FOURTH QUARTER

January 2024

Office of The City Clerk

PREFACE

The Records Management Bylaw was approved in 2022 and provides guidelines, processes, roles and responsibilities for the review and updating of governance documents.

This report outlines the 2023 review schedule, all reviews completed within the Fourth Quarter (Q4), as well as any new policies and bylaws that have been established within this quarter.

Documents Scheduled for Review

Below is a detailed review of the bylaws and policies scheduled for review in Q4:

DOCUMENT TITLE	DEPARTMENT	STATUS	NOTES
POLICIES			
Substance Use Policy	Employee Relations	Completed	No changes required at this time.
Property Tax Pre-Authorized Debit Plan Policy	Assessment and Taxation	Completed	No changes required at this time.
BYLAWS			
Land Use Bylaw	Planning and Development	In progress	Anticipated completion Q2 2024.
Offsite Levy Bylaw	Planning and Development	Completed	October 2, 2023

New Governance Documents

In addition to the governance document reviews scheduled for Q4, Administration has brought forward the following governance documents for approval by Council. The below documents were either scheduled for review previously or have been newly developed.

Policies

- Asset Disposal Policy
- Appointments Policy
- Signing Authority Policy
- Procurement and Purchasing Policy
- Winter Roadway Maintenance Policy
- License of Occupation Policy
- Donation Policy
- Tangible Capital Assets Policy

Bylaws

- Repealing Bylaw
- Repealing Bylaw – Road Closures
- Fees and Charges Bylaw
- Airport Operation and Management Bylaw
- Assessment Review Boards Bylaw
- Election Bylaw
- Traffic Bylaw Amendment
- Land Use Bylaw Amendment – Community Support Centre
- Business Licence Bylaw

Governance Document Review Schedule 2023

Below is the 2023 schedule for each quarter, not including any newly developed documents to be brought forward:

Q1	Q2	Q3	Q4
POLICIES			
Barrier Free Policy	Honorary Naming of Assets Policy	Appointments Policy	Substance Use Policy
Privacy Policy	Playground Maintenance Policy	Land Sales Policy	Property Tax Pre-Authorized Debit Plan Policy
	Pest Management Policy	Non-profit Organization Property Tax Exemption Policy	
BYLAWS			
MDP Bylaw	Expropriation Bylaw – Storm Water	Stormwater Utility Bylaw	Land Use Bylaw
Supplementary Assessment Bylaw	Debenture Bylaw – Wastewater Treatment Facility	Smoking Bylaw	Offsite Levy Bylaw
ASP – Parkview	Building Bylaw	IDP Bylaw	
ASP – Colonial Park	Assessment and Taxation Information Fee Bylaw		
Plumbing and Drainage Bylaw	Property Tax Penalties Bylaw		

Outstanding Governance Document Reviews

Below is a listing of all outstanding reviews:

POLICIES	DEPARTMENT	STATUS
Landfill Tipping Fee Exemption Policy	Waste Services	Anticipated completion Q1 2024.
Barrier Free Policy	Recreation and Cultural Services	Anticipated completion Q1 2024.
Land Sales Policy	Economic Development	Anticipated completion Q1 2024.
BYLAWS	DEPARTMENT	STATUS
Plumbing and Drainage Bylaw	Planning and Development	Anticipated completion Q2 2024.
Building Bylaw	Planning and Development	Anticipated completion Q2 2024.
Stormwater Utility Bylaw	Waste Services	Anticipated completion Q2 2024.
IDP Bylaw	Planning and Development	Anticipated completion Q2 2025.



**City of Lloydminster
Information Report (IR)**

Subject Matter: Cenovus Energy Hub Update January 2024

Department: Community Development Services

Presented By: Joel Turcotte

GPC Meeting Date: January 15, 2024

Topic: The Cenovus Energy Hub project team has committed to providing quarterly updates on the project to Council.

Background: The Cenovus Energy Hub event facility was approved for construction by Council on April 24, 2023. The Core Project Team, along with TBD Architecture + Urban Planning and PCL Construction Management Inc. have been working to finalize all procurement for the project, and construction has begun. Due to the cost of inflation, the project team came back to Council on December 11, 2023, asking for an increase to the initial budget from \$93,925,250 to \$101,306,176. The increase was approved by Council, and the project team has proceeded with value engineering changes to the project to align with the updated budget.

A report has been attached with further details for Council's information including construction progress, procurement details, milestones, sponsorship/fundraising, and budget information.

Objective: To provide Council with an update on the Cenovus Energy Hub project.

Options:

1. That the Committee accept this report as information.

Alignment with Strategic Plan: This item is in alignment with the following strategic area: Managing our Environment and Infrastructure. Designing and building a new event facility to replace the Centennial Civic Centre that is at the end of its serviceable life.

Governance Implications: N/A

Budget/Financial Implications: See attached report for budget information.

Environmental Implications: All required environmental assessments have been completed for the site and the project is following all requirements to date.

Report Approval Details

Document Title:	Cenovus Energy Hub January 2024 Update.docx
Attachments:	- 20240115 Cenovus Energy Hub Quarterly Update January 2024.pdf
Final Approval Date:	Jan 10, 2024

This report and all of its attachments were approved and signed as outlined below:

Tracy Simpson

Doug Rodwell

Task assigned to Dion Pollard was completed by delegate Don Stang



CENOVUS ENERGY HUB UPDATE

January 2024

January 15, 2024

Core Project Team

DESIGN UPDATE

TBD Architecture + Urban Planning (TBD) is in the process of finalizing the value engineering changes in the drawings in preparation to submit Issued for Construction drawings to PCL Construction Management Inc. (PCL). Value engineering changes made to the design of the facility and site have impacted several of the divisional scopes: earthworks, landscaping, piling, concrete and reinforcing steel, masonry, structural steel and metals, millwork and finish carpentry, roofing and cladding, drywall, flooring, painting, furnishings, mechanical, arena rink construction, electrical and acoustics. Significant changes include moving from a metal roof to a membrane roof, mechanical system and control system reductions, pile reductions as a result of pile load testing completed, and changes in product types for finishes throughout the facility. TBD is currently working through the change of scope impacts for each of the divisions.

In addition, TBD has transitioned to consulting services along with their consultants on the first stages of the project. Read Jones Christofferson (RJC) has been working closely with PCL and subcontractors Soletanche Bachy Canada Inc. for the pile load testing that had a significant cost savings by reducing the number of piles required on site. RJC is providing progress reports to the City on all work being completed for piles, grade beams and other structural pieces that are currently in progress.

PROCUREMENT

The following tenders have been procured for the project to date:

VENDOR	Scope of Work	Contract Value (excl. GST)	Status
PCL Construction Management Inc. Saskatoon, SK	Construction Management Staff	\$6,096,163	Approved June 2023
PCL Construction Management Inc. Saskatoon, SK	Early Works & Mobilization	\$493,803	Approved June 2023
PCL Construction Management Inc. Saskatoon, SK	General Expenses	\$3,796,565	Approved July 2023
Soletanche Bachy Canada Inc. Edmonton, AB	Piling & Material Testing	\$1,591,210	Awarded July 2023
Precision Contracting Ltd. Lloydminster, AB	Bulk Earthworks	\$860,136	Awarded July 2023
PCL Construction Management Inc. Saskatoon, SK	Concrete Foundation & Structure	\$5,343,664	Awarded August 2023
Nucor Harris Rebar Saskatoon, SK	Concrete Reinforcement	\$1,448,212	Awarded August 2023
ICOM Refrigeration Corporation Edmonton, AB	Ice Plant Refrigeration	\$1,526,888	Awarded October 2023
Precision Contracting Ltd. Lloydminster, AB	Detailed Earthworks	\$776,779	Awarded September 2023
Knelsen Sand & Gravel Ltd. Edmonton, AB	Precast Concrete	\$1,936,334	Awarded October 2023
Suer & Pollon Mechanical Saskatoon, SK	Mechanical	\$12,004,307	Awarded November 2023
Collins Steel Edmonton, AB	Structural Steel	\$9,188,345	Awarded October 2023
Brault Roofing Saskatoon, SK	SBS Roofing	\$473,152	Awarded December 2023

Flynn Canada Regina, SK	ACM Cladding and Feature Wall System (Ribbon)	\$3,069,390	Awarded December 2023
Thermo Design Insulation Saskatoon, SK	Insulated Metal Panels	\$1,801,205	Awarded December 2023
Humboldt Electric Saskatoon, SK	Electrical	\$5,353,209	Awarded November 2023
Adler Insulation Acheson, AB	Thermal, Moisture & Firestop	\$194,142	Awarded December 2023
KONE Inc. Saskatoon, SK	Elevators	\$337,922	Awarded October 2023
Brxton Masonry Regina, SK	Masonry	\$3,070,025	Awarded November 2023
Alberta Glass Edmonton, AB	Glass	\$1,531,201	Awarded November 2023
SWS Fabrication Saskatoon, SK	Aluminum	\$58,779	Awarded November 2023
Madsen Custom Cabinets Edmonton, AB	Millwork and Finish Carpentry	\$442,228	Awarded November 2023
Bysand Ice Arena Edmonton, AB	Arena Slab Build Up	\$1,093,138	Awarded November 2023
Omni Sport Edmonton, AB	Dasher Boards	\$624,751	Awarded November 2023
Creative Sport Solutions Markham, ON	Spectator Seats	\$610,472	Awarded December 2023
Trade West Regina, SK	Roller Shades	\$23,206	Awarded December 2023
Access SMT Edmonton, AB	Partitions, Lockers, Washroom Accessories, Doors, frames, and hardware	\$1,354,683	Awarded December 2023
Windsor Plywood Lloydminster, AB	Change Room Bench Tops	\$16,064	Awarded December 2023
Allmar Saskatoon, SK	Whiteboards, Corner Guards	\$16,432	Awarded December 2023
PCL Construction Management Inc. Saskatoon, SK	Specialties installation	\$215,132	Awarded December 2023
Creative Door Services Ltd. Edmonton, AB	Overhead and Rolling Steel Doors	\$87,095	Awarded December 2023
KM Burgess Regina, SK	Rolling Counter Shutters	\$22,833	Awarded December 2023
PCL Construction Management Inc. Saskatoon, SK	Doors, frames, and hardware installation	\$320,351	Awarded December 2023
Real Property Painting Edmonton, AB	Painting	\$804,500	Awarded December 2023
Midwest Floor Coverings Lloydminster, AB	Flooring	\$960,000	Awarded December 2023
Kerr Interiors Edmonton, AB	Drywall	\$2,055,887	Awarded December 2023
PCL Construction Management Inc. Saskatoon, SK	Flooring protection, painting protection and concrete sealing	\$82,740	Awarded December 2023
PCL Construction Management Inc. Saskatoon, SK	Rough Carpentry	\$71,689	Awarded December 2023

Creative Door Services Ltd. Edmonton, AB	Loading Dock Leveller	\$15,877	Awarded December 2023
PCL Construction Management Inc. Saskatoon, SK	Embedded support supply and install for loading dock	\$4,520	Awarded December 2023
	Landscaping (hardscaping, soft scaping)		Upcoming Q1 2024
	Civil (underground utilities)		Upcoming Q1 2024
	Audio Visual		Upcoming Q1 2024

CONSTRUCTION PROGRESS

PCL continued with the procurement process through the month of October, issuing several Approval to Perform Work requests to the City which were approved in November and December. 90% of the tenders have been completed, leaving civil undergrounds, landscaping and audio-visual tenders expected to be issued in January 2024.

In October, earthwork continued and saw the Commercial Retail Unit (CRU) grading work completed. The first concrete pour took place on October 16th, which included roughly 500 lineal feet of grade beam and various pile caps. Soletanche Bachy Canada Inc. made good progress on their production piles with completion of their scope of work (pile load test and piling) occurring on November 7, 2023, and demobilized from the site thereafter.

PCL continued formwork and reinforcing steel installations on the Event Arena grade beams and pile caps. The first concrete columns were formed and poured in the event arena loading dock area. Concrete started on elevator cores and some shear walls in November.

In December, the site saw continued progress on the concrete structure of the building. Grade beams and pile caps neared completion, with only a select few areas remaining to be placed in the new year. The event level to concourse level concrete column progress continued around the east and the north sides of the Event Arena. Concourse level slabs commenced in early December and the first pour is targeted for early January.

There have been a few minor incidents of theft on the site. PCL hired a security company to monitor the site during the Christmas break. PCL will continue to have conversations with contractors and determine the best approach for site security moving forward.

The last day on-site was December 22, 2023, with work starting up again on January 2, 2024. January will see much of the same activities as December, with progress continuing on the concrete structure of the Event Arena.

MILESTONES

The following milestones have been completed and are upcoming for the project:

MILESTONES COMPLETED	COMPLETION DATE
Project Approval by Council	April 24, 2023
Architect Consultant Amendment to Contract	May 5, 2023
Area Structure Plan Approval	May 23, 2023

Land Use Bylaw Amendment of lands to Urban Park from Urban Transition	May 23, 2023
Special Announcement – Cenovus Energy Inc. Title Sponsorship	June 27, 2023
Early Works Mobilization	July 4, 2023
Subdivision Application and Development Agreement	August 10, 2023
Pile Load Testing	August 29, 2023
Groundbreaking Ceremony	August 29, 2023
Building and Development Permits	November 2023
Grading Complete	November 2023
Piling Complete	November 7, 2023



Columns
November 28, 2023



Aerial Photo of Site
December 1, 2023



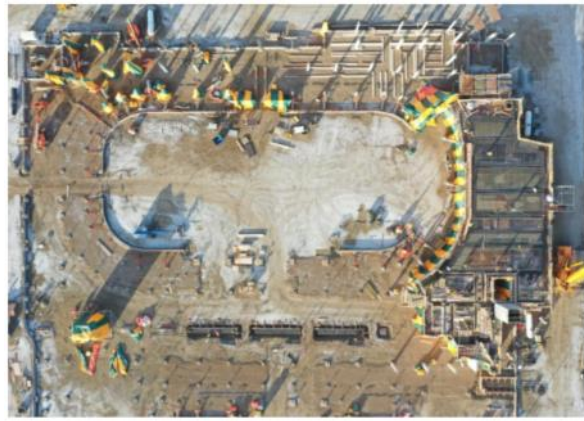
Aerial Photo of Site
December 1, 2023



Aerial Photo of Site
December 1, 2023



Aerial Photo of Site
December 21, 2023



Aerial Photo Of Event Rink
December 21, 2023

UPCOMING MILESTONES	ANTICIPATED SCHEDULE
Structural Steel Erected	July 2024
Building Watertight	September 2024
Substantial Completion	July 2025
Total Construction Completion	August 2025
Opening	November 2025

OPERATIONAL PLANNING

The Core Project Team posted to the City’s Bids and Tenders site an Expression of Interest for the Food and Beverage Services within the facility. This Expression of Interest (EOI) was to seek developers, retailers, organizations, or businesses for the operation of the food and beverage services for the facility. The EOI closed on October 6, 2023. One proposal was received, and negotiations will begin in quarter one of 2024.

The Core Project team is scheduled to meet with the four major user groups in quarter one of 2024 to further discuss user agreements including details of the dressing room leases, corporate offices, advertising locations within the building as well as the operational model of the suites and the potential partnerships.

SPONSORSHIP/FUNDRAISING

The Friends of Cenovus Energy Hub Committee have updated current opportunities included the naming rights for the Community Arena, Outdoor Arena, Parking Lot, Water Refilling Stations, Lobby Stairwell Risers, Meeting Rooms and Dressing Room assets. The sponsorship team will be meeting with organizations that have shown interest in sponsorship within the facility. Lastly, the committee is currently working on an agreement for the naming rights of the community arena and hope to bring that forward to Council within the next month.

The Committee will be sending out corporate donation letters in January 2024, seeking support from local businesses and organizations. Businesses may be recognized through various mediums including a press conference and cheque presentation, social media acknowledgement, and their company will be named on

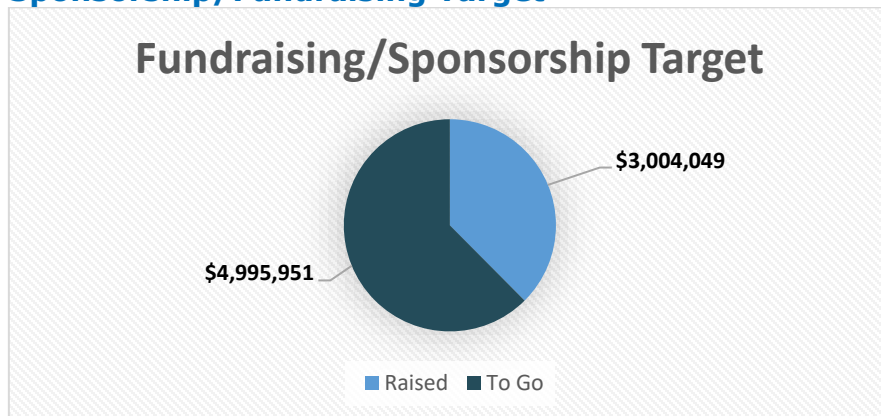
the Cenovus Energy Hub donor wall within the facility as a lasting legacy. Later in Quarter two, the Committee hopes to have a matching donor competition!

The Committee has also started planning upcoming fundraising, including an exciting fundraiser starting later in February, more information when all the plans are established. Another fun fundraiser that you may hear of is a community golf tournament at Lloydminster Golf and Curling Centre which is tentatively scheduled for early summer and may include some cool invited guests, but you will have to wait a little bit longer to find out who!

In the meantime, residents will start seeing more evidence of fundraising efforts including information on the Canada Helps website and how they can donate a one time, or if they wish a monthly amount through the website. The team is investigating a resident donor wall where residents that donate a \$1,000 or more will have their name on the donor list as a legacy for the facility.

The Committee is currently recruiting new members. They are currently searching for an individual to head events. This position would lead the charge for gala's, dinners, concerts and other Committee planned events. If community individuals are interested in helping the committee but do not want to commit to a specific role, there are other opportunities to volunteer as a subcommittee member for specific events or fundraisers. Any interested members of the community can contact Joel Turcotte or any member on the Friends of Cenovus Energy Hub committee for more information.

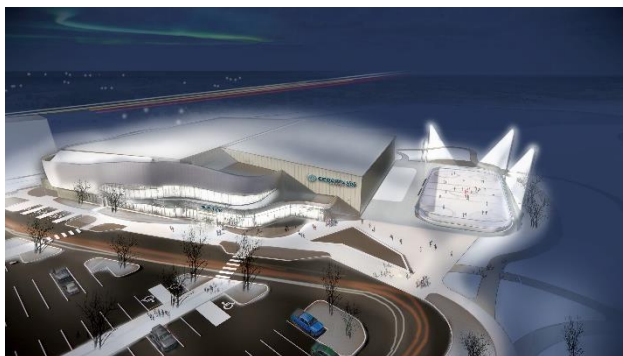
Sponsorship/Fundraising Target



Sponsor Opportunities

Here is a look at some of the assets that have become available in the facility for sponsorship.

Outdoor Arena Naming



Lobby Stairs Branding



Parking Lot Signs (Quantity: 7)



Meeting Room Naming (Quantity: 3)



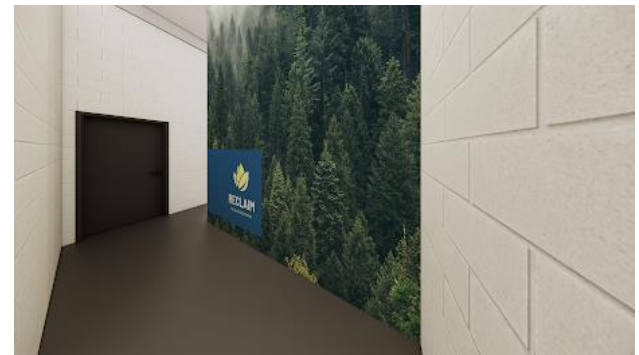
Elevator Branding



Water Filling Station Branding



**Dressing Room Naming
(interior dressing room and hallway doors)**



BUDGET

The following tables have been provided to show high level where the project is currently sitting.

Cenovus Energy Hub Project Costs			
Components	December 11, 2023 Adjusted Budget	Approved Scope of Work December 31, 2023	Actuals December 31, 2023
Event Arena	\$82,551,010	\$73,114,543	\$6,182,676
Commercial Retail Units	\$428,937	\$428,937	\$477,821
Furniture, Fixtures, & Equipment	\$1,804,400	-	-
Interior Roadway	\$3,685,368	-	-
Offsite Infrastructure	\$5,000,000	-	\$7,013
Project Soft Costs	\$5,168,004	-	\$2,976,660
Construction Contingency	\$2,668,457	-	-
Total	\$101,306,176	\$73,543,480	\$9,644,170

Cenovus Energy Hub Project Funding Sources		
Funding Source	Updated December 11, 2023	Actuals December 31, 2023
Special Reserve Arena	\$11,796,742	\$5,125,757
Borrowing Bylaw (Bylaw No. 03-2022)	\$33,000,000	-
ICIP Funding – Federal	\$16,463,508	\$2,245,466
ICIP Funding – Saskatchewan	\$16,665,000	\$2,272,947
Fundraising/Sponsorship	\$8,000,000	-
Commercial Retail Unit Sales	\$5,000,000	-
Other Government Funding	\$3,000,000	-
Reserves, grants, and additional borrowing	\$7,380,926	-
Total	\$101,306,176	\$9,644,170



**City of Lloydminster
Information Report (IR)**

Subject Matter: Grant Funding Agreement – Border Paws

Department: Office of the City Clerk

Presented By: Glenn Alford

GPC Meeting Date: January 15, 2024

Topic: Grant funding agreement with Border Paws Animal Shelter Society

Background: The Border Paws Animal Shelter Society (formerly Lloydminster & District SPCA) had an agreement with the City that has expired. It was a three (3) year agreement from January 1, 2021 to December 31, 2023. This grant funding is exclusive of the Pound Keeper Agreement that the City maintains with Border Paws to provide care for animals impounded by Municipal Enforcement Officers.

The grant agreement for 2024-26 builds off the previous agreement with two percent (2%) annual increases for each year of the agreement. Costs for the programs and services provided by Border Paws go well beyond the amount of this grant. Seeking out other sources of revenue and fundraising are ongoing by Border Paws. This includes efforts to enter into agreements with surrounding municipalities for services provided for animal care to their respective areas.

Objective: Provide stable funding contributions to the Border Paws Animal Shelter Society through a grant agreement for the period of 2024 to 2026.

Options:

1. That the Committee accept this report as information and that the item be brought forward to a future Regular Council meeting for decision.
2. That the Committee request more information and that the item be brought forward to a future Regular Council meeting for decision.
3. That the Committee request more information and that the item be brought forward to a future Governance & Priorities Committee meeting.

Alignment with Strategic Plan: This item is in alignment with the following strategic area: Providing a Safe Community. The support of Border Paws provides a safe haven for animals lost or unwanted until they can be re-homed and is a cost effective means to do this for the City

Governance Implications: Governance is provided in *Bylaw 38-2020 Domestic Animal Bylaw* with updates to this Bylaw anticipated in 2025.

Budget/Financial Implications: Operational budget for this grant has been approved for the 2024 fiscal year and planned for in the subsequent years of this agreement. A three (3) year agreement with grant amounts as follows:

- 2024 \$79,590
- 2025 \$81,182
- 2026 \$82,805

The total cost of the agreement over the term is \$243,577.

Environmental Implications: N/A

Report Approval Details

Document Title:	Border Paws Funding Agreement 2024-2026.docx
Attachments:	- Grant Funding Agreement - Border Paws 2024-27 - DRAFT.docx
Final Approval Date:	Jan 10, 2024

This report and all of its attachments were approved and signed as outlined below:

Doug Rodwell

Task assigned to Dion Pollard was completed by delegate Don Stang

THIS AGREEMENT dated _____, 20__

BETWEEN:

CITY OF LLOYDMINSTER

(the “City”)

OF THE FIRST PART

- and -

BORDER PAWS ANIMAL SHELTER SOCIETY

(“Recipient”)

OF THE SECOND PART

WHEREAS the Recipient has requested grant funding from the City for the purpose of delivering community programs and/or services within the City of Lloydminster;

AND WHEREAS the City has agreed to provide grant funding to the Recipient, subject to and on the terms and conditions set out in this Agreement;

NOW THEREFORE in consideration of the payment of the grant funding by the City to the Recipient and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. STATUS OF RECIPIENT

- 1.1. Representation and Warranty** – The Recipient represents and warrants that it is a non-profit organization as defined in s. 183(f) of *The Lloydminster Charter*, as amended or replaced from time to time.
- 1.2. Maintenance of Status** – The Recipient shall at all times during the term of this Agreement maintain its status as a non-profit organization in good standing in accordance with the applicable legislative and regulatory requirements, and otherwise comply with all applicable legislative and regulatory requirements with respect to its status, operations and activities.
- 1.3. Independent Entity** – The Recipient is an independent entity under this Agreement and nothing in this Agreement is to be construed as creating a relationship of employment, agency or partnership between the City and the Recipient.

2. THE GRANT

- 2.1. Grant Amount** – The City shall provide the Recipient with grant funding in the amount set out in Schedule “A” to this Agreement (the “Grant Funds”).
- 2.2. Use of Proceeds** – The Recipient shall use the Grant Funds solely for the purpose of delivering the community programs and/or services set out in Schedule “A” to this Agreement within the City of Lloydminster (the “Approved Programs”).
- 2.3. Timing of Grant** – The City will pay the Grant Funds to the Recipient in accordance with the schedule set out in Schedule “A” to this Agreement.
- 2.4. Conditions of Payment and Use** – Payment and use of the Grant Funds pursuant to this Agreement is conditional upon the City, acting reasonably, being and remaining satisfied that the Recipient is in compliance with all of its obligations under this Agreement, including the requirements set out in Schedule “A” to this Agreement and any additional terms and conditions set out therein.
- 2.5. Repayment of Grant** – The Recipient must repay all or any portion of the Grant Funds not used or accounted for in accordance with this Agreement to the City. On application by the Recipient the City may, in its sole and unfettered discretion, vary the purpose or terms and conditions of this Agreement in writing so as to allow the use of the remainder of the Grant Funds under the varied purpose or conditions.

3. REPORTS, RECORDS, AND MONITORING

- 3.1. Reporting** – The Recipient shall comply with the reporting requirements set out in Schedule “A” to this Agreement.
- 3.2. Approved Programs Records** – During the Term and for a period of three (3) years afterwards, the Recipient shall maintain or cause to be maintained full, accurate and complete records of the activities conducted in furtherance of, and the results achieved through the conduct of, the Approved Programs.
- 3.3. Financial Records** – During the Term and for a period of three (3) years afterwards, the Recipient shall keep full, accurate and complete records and books of account relating to the receipt and expenditure of the Grant Funds.
- 3.4. Audit** – The City or its authorized representative may, during the Term and for three (3) years afterwards, on reasonable notice to the Recipient audit or examine, and take copies and extracts of, the records and books of account maintained by the Recipient in accordance with sections 3.1 to 3.3. The cost of any special audit, examination or report shall be payable by the City, unless the audit, examination or report reveals material breaches of this Agreement or indicates that the records and books of account were inadequate to permit a determination of how the Grant Funds were used by the Recipient or what results

were achieved through the conduct of the Approved Programs, in which case the cost shall be borne by the Recipient.

- 3.5. Inspection** – The City is entitled, at reasonable times during the Term and on reasonable notice to the Recipient, to have its authorized representatives attend at the premises of the Recipient or at the place where the Approved Programs are being carried out, for the purpose of examining premises and files, documents and records, and any other assets pertinent to the Approved Programs in order to assess whether the Recipient is in compliance with the terms and conditions of this Agreement. The Recipient shall provide the authorized representatives with such assistance as may be reasonably required during such an inspection. This right of inspection is limited to the purpose of ascertaining whether this Agreement has been complied with, and the City shall not have any general right to obtain custody or copies of records in the custody of the Recipient.

4. CONFIDENTIALITY AND ACCESS TO INFORMATION

- 4.1. Confidentiality** – The Recipient shall keep and cause to be kept in strict confidence all Confidential Information and shall only disclose such Confidential Information with the prior written consent of the City. For the purposes of this Agreement, “Confidential Information” shall mean any information designated by the City as being confidential in writing, or which is disclosed in circumstances of confidence or would generally be understood by a person exercising reasonable business judgment to be confidential.
- 4.2. Access to Information** – The Recipient acknowledges that this Agreement, including the name of the Recipient, and the terms and conditions of this Agreement, may be subject to disclosure pursuant to the *Local Authority Freedom of Information and Protection of Privacy Act* (“LAFOIP”). The Recipient further acknowledges that LAFOIP applies to information obtained, relayed, generated, collected or provided to the City under this Agreement and that any information in the custody or under the control of the City may be disclosed.

5. INDEMNIFICATION AND INSURANCE

- 5.1. Indemnity** – The Recipient agrees to indemnify and hold harmless the City from any third party claims, demands, actions or costs (including legal costs on a solicitor and his own client full indemnity basis) arising from the Approved Programs or for which the Recipient is otherwise responsible, including those arising out of negligence or willful acts by the Recipient or its employees, directors, officers, contractors, agents or others for whom the Recipient is responsible at law.
- 5.2. General Liability Insurance** – The Recipient shall, at its own expense and without limiting its liabilities under this Agreement, insure its operations under a contract of General Liability Insurance in an amount of not less than

\$5,000,000 inclusive per occurrence, insuring against bodily injury, personal injury and property damage including loss of use.

- 5.3. Evidence of Insurance** – The Recipient shall provide, on request, evidence of the insurance required under section 5.2 to the City, in a form and on terms and conditions satisfactory to the City.

6. TERMINATION AND NON-PERFORMANCE

- 6.1. Term** – The term of this Agreement shall commence on the date of execution of this Agreement and continue for the term set out in Schedule “A” to this Agreement (the “Term”).
- 6.2. Termination** – The City may terminate this Agreement without cause and without penalty on THIRTY (30) DAYS’ written notice to the Recipient.
- 6.3. Events of Default** – If the Recipient fails to proceed with the Approved Programs, is not carrying out the Approved Programs, alters the Approved Programs without the consent of the City, uses any part of the Grant Funds other than for the Approved Programs, or has otherwise breached any term or condition of this Agreement, the Recipient will be deemed to have committed an event of default and the City may give written notice to the Recipient referring to the breach and requiring the Recipient to remedy the breach within a reasonable time in the City’s sole discretion, as so stated in the notice.
- 6.4. Remedy** – If the City has given notice pursuant to section 6.3 and the Recipient has failed to commence to remedy the breach or the Recipient has failed to remedy the breach within the time specified in the notice, the City may do any one or more of the following:
- (a) withhold payment of all or any portion of the Grant Funds;
 - (b) demand repayment of all or any portion of the Grant Funds;
 - (c) suspend expenditure of the Grant Funds by the Recipient;
 - (d) require that the Grant Funds be used for other purposes approved by the City;
 - (e) terminate this Agreement; and
 - (f) pursue any remedy available to the City in law or equity.

7. CONFLICT OF INTEREST

- 7.1. Other Agreements** – The Recipient shall not enter into any other agreement with any other party, the requirements of which will conflict with the requirements of this Agreement, or which will or may result in its interest in any other agreement and this Agreement being in conflict.

8. COMMUNICATIONS

- 8.1. Funding Acknowledgement** – The Recipient shall acknowledge on materials relating to the Approved Programs that are printed, produced, or created by the Recipient (such as advertising, brochures, websites, and videos) that the Approved Programs were made possible by funding from the City, to the satisfaction of the City acting reasonably
- 8.2. Announcement** – The Recipient shall not make any public announcement or issue any press release regarding this Agreement, except in consultation with and the approval of the City as to the contents of the announcement or press release, which approval shall not be unreasonably withheld.
- 8.3. Notices** – Any notices, approvals, consents and other communication under this Agreement shall be in writing and will be effective when delivered in person, by mail, couriered or emailed to the following respective addresses:
- (a) if to the City:
 - Attention: Glenn Alford
Senior Manager, Public Safety
 - Phone: 780-875-6184 ext. 2205
 - Email: bylaw@lloydminster.ca
 - (b) if to the Recipient:
 - Attention: Nicole Theriault, Executive Director
 - Phone: 780-875-2809
 - Email: nicole.borderpaws@gmail.com

Either party may change its contact information by giving written notice to the other in the above manner.

9. GENERAL PROVISIONS

- 9.1. Amendment** – This Agreement may be amended only if the amendment is made in writing and signed by a duly authorized representative of the City and the Recipient.
- 9.2. Waiver** – No waiver of any provision of this Agreement is effective unless made in writing, and any such waiver has effect only in respect of the particular provision or circumstance stated in the waiver. No representation by either of the Parties with respect to the performance of any obligation under this Agreement is capable of giving rise to an estoppel unless the representation is made in writing.
- 9.3. Additional Assurances** – The Parties agree, from time to time, to do all such acts and provide such further assurances and instruments as may reasonably be required in order to carry out the provisions of this Agreement according to their spirit and intent.

- 9.4. **Assignment** – The Recipient may not assign this Agreement or any right or benefit under it. The Recipient may, however, contract with such parties as it sees fit for the purpose of carrying out the Approved Programs. No contract entered into by the Recipient shall relieve the Recipient from any of its obligations under this Agreement.
- 9.5. **Severability** – The terms and conditions of this Agreement are severable to the extent that any one that may be contrary to the laws of Alberta shall be deemed to be modified to comply with those laws, but every other term and condition shall remain valid.
- 9.6. **Compliance with Laws** – The Recipient shall comply with all statutes, regulations, orders, licenses and permits applicable to the Recipient in carrying out the Approved Programs.
- 9.7. **Choice of Law** – This Agreement shall be governed by and in accordance with the laws of the Province of Alberta, and the parties irrevocably attorn to the jurisdiction of the Courts of the Province of Alberta.

The parties have therefore executed this Agreement, each by its duly authorized representative, as of the date at the beginning of this Agreement.

CITY OF LLOYDMINSTER

Per: _____
(corporate seal)

Per: _____

BORDER PAWS ANIMAL SHELTER SOCIETY

Per: _____
(corporate seal)

Per: _____

SCHEDULE "A"

(A) Term of Agreement

The Agreement shall be for a term of three (3) years, commencing on the date of execution of the Agreement.

(B) Amount of Grant

The total amount of Grant Funds payable by the City to the Recipient pursuant to the Agreement shall be two hundred and forty-three thousand five hundred seventy-seven (\$243,577) dollars.

(C) Payment Terms

The Grant Funds shall be payable in installments, payable as follows:

- i. The sum of seventy-nine thousand five hundred ninety (\$79,590) dollars, payable in equal monthly installments on or before the last day of each calendar month in 2024;
- ii. The sum of eighty-one thousand one hundred eighty-two (\$81,182) dollars, payable in equal monthly installments on or before the last day of each calendar month in 2025;
- iii. The sum of eighty-two thousand eight hundred five (\$82,805) dollars, payable in equal monthly installments on or before the last day of each calendar month in 2026.

(D) Description of Approved Program or Services

- i. The Recipient shall provide shelter and care for animals within Lloydminster and area.

(E) Reporting Requirements

- i. Annually, prior to the last Monday of January, the Recipient shall submit a report to the City of Lloydminster including but not limited to the following:
 - a. Animal Intakes;
 - b. Animal Outcomes;
- ii. Annually the Recipient shall submit an annual audited financial statement to the City of Lloydminster.

Subject Matter: 50 Avenue (Highway 17) and 67 Street Intersection Improvements – Speed Limit Changes

Department: Office of the City Clerk

Presented By: Glenn Alford

GPC Meeting Date: January 15, 2024

Topic: 50 Avenue (Highway 17) and 67 Street Intersection Improvements and speed limit zone adjustments.

Background: The 50 Avenue (Highway 17) and 67 Street Intersection Improvements project consisted of major upgrades to the lane configuration and physical layout of the intersection followed by the installation of new traffic signals to increase the lighting of the intersection, to improve the level of service, and to improve safety for all directions of traffic.

As such, to accommodate the newly installed traffic signals and intersection geometry changes, speed limit changes are required to ensure safe stopping distances leading up to the new traffic signals from all directions.

Currently the speed limits through the intersection along 50 Avenue (Highway 17) and 67 Street are 70km/h and 80km/h, respectively. The traffic signals are designed such that the speed limit through the intersection is 60km/h in all directions. As such, with the implementation of new speed limit zones, adjustments to the current Traffic Bylaw 05-2021 are required to align with the as constructed infrastructure.

Objective: Speed limit adjustments are required with the implementation of traffic signals and will improve the safety of the intersection’s operation.

Options:

1. That the Committee accept this report as information and that the item be brought forward to a future Regular Council meeting for decision.

Alignment with Strategic Plan: This item is in alignment with the following strategic area: Managing our Environment and Infrastructure. These upgrades address safety concerns around the intersection and improve traffic flow across 50 Avenue (Highway 17) at 67 Street.

Governance Implications: For the implementation of new traffic signals, an amendment to Traffic Bylaw 05-2021 is required.

The amendment entails:

- Amendment of the seventy (70) kilometre per hour Speed Zone to a sixty (60) kilometres per hour Speed Zone on 50 Avenue from 1,800 metres North of Highway 16 to North City Limits.

- Amendment of a sixty (60) kilometre per hour Speed Zone on 67 Street from 550 metres East of 62 Avenue to 62 Avenue to read "...67 Street from 250 metres East of 50 Avenue to 62 Avenue".
- Amendment of the eighty (80) kilometre per hour Speed Zone on 67 Street from 40 Avenue to 550 metres East of 62 Avenue to read "...67 Street from 40 Avenue to 250 metres East of 50 Avenue".

Administration anticipates presenting the Traffic Bylaw No. 5-2021 - Speed Limit Zone Amendment for first reading during a future Regular Council Meeting for Council's consideration.

Budget/Financial Implications: The costs associated with the speed limit adjustments are anticipated to be within the 2023 Capital Budget for Project No.:2213629. Details regarding the budget breakdown will be brought forward to the January 22, 2024, Regular Council Meeting.

Environmental Implications: N/A

Report Approval Details

Document Title:	Text Amendment to Traffic Bylaw 05-2021.docx
Attachments:	- Bylaw XX-2024 Amending Bylaw to Bylaw No. 05-2021 Traffic Bylaw.docx
Final Approval Date:	Jan 9, 2024

This report and all of its attachments were approved and signed as outlined below:

Doug Rodwell

Dion Pollard

BYLAW NO. XX-2024

A BYLAW OF THE CITY OF LLOYDMINSTER IN THE PROVINCES OF ALBERTA AND SASKATCHEWAN TO AMEND BYLAW NO. 05-2021, BEING THE TRAFFIC BYLAW

WHEREAS *The Lloydminster Charter* provides authority to City Council to amend bylaws;

NOW THEREFORE the Council of the City of Lloydminster deems it necessary to amend Bylaw No. 05-2021; and

NOW THEREFORE, the Council of the City of Lloydminster, pursuant to the authority granted in *The Lloydminster Charter*, enacts as follows:

1. SHORT TITLE

1.1. This Bylaw shall be cited as the Traffic Amending Bylaw.

2. AMENDMENT

2.1. That Schedule "B" to Bylaw No. 05-2021 Traffic Bylaw be deleted in its entirety and replaced with Schedule "B" as attached hereto.

3. NUMBER AND GENDER REFERENCES

3.1. All references in this Bylaw will 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.

4. SEVERABILITY

4.1. Every provision of this Bylaw is independent of all other provisions and if any provision of this Bylaw is declared invalid for any reason by a court of competent jurisdiction, all other provisions of this Bylaw shall remain valid and enforceable.

This Bylaw shall come into force and effect upon the final passing thereof.

INTRODUCED AND READ a first time this ___ day of ____, 20XX, A.D.

READ a second time this ___ day of ____, 20XX, A.D.

READ a third time this ___ day of ____, 20XX, A.D.

Date Signed

MAYOR

Date Signed

CITY CLERK

BYLAW NO. XX-2024

SCHEDULE "B" ATTACHED TO
BYLAW NO. 05-2021

Speeds

- a) Unless otherwise posted by proper signage authorized by City Council, no Person shall operate any Vehicle at a rate of speed greater than:
 - i) fifteen (15) kilometers per hour in any parking lot owned by the City of Lloydminster;
 - ii) twenty (20) kilometers per hour in any lane or Alley;
 - iii) thirty (30) kilometers per hour on any Roadway within School Zones and Playground Zones during applicable hours; and
 - iv) fifty (50) kilometers per hour on all other Roadways, unless otherwise identified below.

- b) Notwithstanding Section 5.11 a sixty (60) kilometers per hour Speed Zone shall exist as follows:

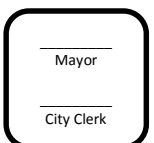
	ON	FROM	TO
i)	40 Avenue	150 metres South of 31 Street	125 metres North of 52 Street
ii)	40 Avenue	145 metres North of 67 Street	North City Limits
iii)	50 Avenue	1,800 metres North of Highway 16	North City Limits
iv)	59 Avenue	12 Street	36 Street
v)	62 Avenue	36 Street	43 Street
vi)	62 Avenue	60 metres North of 47 Street	67 Street
vii)	75 Avenue	150 metres South of 29 Street	400 metres North of 44 Street
viii)	12 Street	100 metres East of 47A Avenue	600 metres West of 50 Avenue
ix)	25 Street	150 metres West of 50 Avenue	59 Avenue
x)	44 Street	100 metres West of 37 Avenue	100 metres East of 45 Avenue
xi)	44 Street	250 metres East of 70 Avenue	West City Limits
xii)	52 Street	40 Avenue	63 Avenue
xiii)	62 Street	130 metres West of 53 Avenue	75 Avenue
xiv)	67 Street	750 metres East of 40 Avenue	40 Avenue
xv)	67 Street	550 metres East of 62 Avenue	62 Avenue
xvi)	67 Street	250 metres East of 50 Avenue	250 metres West of 50 Avenue

- ~~b) Notwithstanding Section 5.11 a seventy kilometers per hour Speed Zone shall exist as follows:~~

	ON	FROM	TO
i)	50 Avenue	1,800 metres North of Highway 16	North City Limits

- c) Notwithstanding Section 5.11 an eighty (80) kilometers per hour Speed Zone shall exist as follows:

	ON	FROM	TO
i)	40 Avenue	South City Limits	150 metres South of 31 Street
ii)	40 Avenue	125 metres North of 52 Street	145 metres North of 67 Street
iii)	50 Avenue	South City Limits	250 metres South of 12 Street



BYLAW NO. XX-2024

iv)	75 Avenue	South City Limits	150 metres South of 29 Street
v)	75 Avenue	400 metres North of 44 Street	North City Limits
vi)	12 Street	East City Limits	100 metres East of 47A Avenue
vii)	12 Street	600 metres West of 50 Avenue	West City Limits
viii)	44 Street	East City Limits	100 metres West of 37 Avenue
ix)	67 Street	40 Avenue	250 metres East of 50 Avenue
x)	67 Street	250 metres West of 50 Avenue	550 metres East of 62 Avenue
xi)	67 Street	62 Avenue	West City Limits

DRAFT





**City of Lloydminster
Information Report (IR)**

Subject Matter: Draft Landfill Tipping Fee Exemption Policy

Department: Operations

Presented By: Karen Dela Rosa

GPC Meeting Date: January 15, 2024

Topic: Draft Landfill Tipping Fee Exemption Policy.

Background: To implement a consistent guideline for a City of Lloydminster Landfill tipping fee exemption, the Landfill Tipping Fee Exemption Policy No. 002-2015 was approved by Council through Motion No. 275-2015 at the October 26, 2015 Regular Council Meeting.

The Landfill Tipping Fee Exemption Policy ensures consistency, outlines the eligibility requirements and application procedure, clarifies what is eligible for exemption as it relates to the Landfill tipping fee and is applicable to the following:

- any non-profit organization engaged in charitable activities resulting in diversion of re-usable materials from the Landfill;
- any volunteer group conducting a clean-up event on public property;
- materials that eligible non-profit organizations are unable to put back to the community or simply cannot be reused.

Granted exemptions are valid for two (2) years. Regular Landfill tipping fees are applied to all non-eligible non-profits or materials.

Objective: An update to the Landfill Tipping Fee Exemption Policy is required. As such, the draft Landfill Tipping Fee Exemption Policy (Policy), as attached, highlights recommended changes Administration will present for Council's consideration during a future Regular Council Meeting. The changes proposed provide clarity to:

1. the Scope;
2. the approval authorization;
3. exemption validity timeline;
4. renewal process.

The City of Lloydminster recognizes the important work non-profits and volunteer groups do for the community. The draft Policy will continue to provide eligible non-profit organizations and volunteer groups who are diverting waste from the Landfill or are conducting clean-up events on public property an exemption to the Landfill tipping fee.

Options:

1. That the Committee accept this report as information and that the item be brought forward to a future Regular Council meeting for decision.

Alignment with Strategic Plan: This item is in alignment with the following strategic area: Managing our Environment and Infrastructure. The draft Landfill Tipping Fee Exemption Policy establishes a guideline for exemption of organizations and materials and encourages sustainable environmental practices.

Governance Implications: N/A

Budget/Financial Implications: This Policy has a net zero impact to the Landfill’s budget.

Environmental Implications: This Policy provides a positive environmental impact as it encourages more diversion of materials for beneficial use.

Report Approval Details

Document Title:	Draft Landfill Tipping Fee Exemption Policy.docx
Attachments:	- Draft Landfill Tipping Fee Policy.docx
Final Approval Date:	Jan 5, 2024

This report and all of its attachments were approved and signed as outlined below:

Don Stang

Doug Rodwell

Dion Pollard

Policy Title:	Landfill Tipping Fee Exemption Policy	Policy Number:	430-01
Date of Adoption:		Motion Number:	
Date of Amendment:		Motion Number:	

1. Purpose:

- 1.1. To provide and establish a Landfill Tipping Fee Exemption for Non-Profit Organizations who are involved in charitable activities resulting to diversion of recyclable or reusable materials from the landfill.
- 1.2. To provide and establish a temporary Landfill Tipping Fee Exemption for volunteer groups conducting clean-up events on public property (eg. Parks, roadways, etc).

2. Definitions:

Administration	An employee or contract employee of the City of Lloydminster.
Charitable	Relating to the assistance of those in need.
City	The corporation of the City of Lloydminster.
Landfill	A waste processing facility where waste is disposed by burying or is diverted by recovering re-usable materials from waste for recycling.
Member of Council	An individual elected pursuant to <i>The Local Government Election Act, 2015</i> (Saskatchewan) as a Member of Council.
Non-Profit Organization	As defined in Section 183(f) of <i>The Lloydminster Charter</i> .
Recyclable Material	Material or refuse that can be recycled (metal, paper, plastics, electronics, and etc.)
Tipping Fee	Charge levied upon a given quantity of waste received at a landfill for disposal

3. Scope:

- 3.1. This policy is applicable to any Non-Profit Organization engaged in charitable activities resulting in diversion of recyclable or reusable materials from the landfill. **The policy only applies to materials the Non-Profit Organization is not able to put back to the community.**

- 3.2. This policy is also applicable to volunteer groups conducting a clean-up event on public property. This policy does not apply to regular household or commercial garbage with the exception of materials/refuse from a pre-organized clean-up event **with the approval of the City Manager or designate.**

4. Objective:

- 4.1. This policy outlines the eligibility requirements and application procedure for a Landfill Tipping Fee Exemption relating to materials Non-Profit Organizations are unable to put back to the community.

5. Policy Instructions:

- 5.1. Non-Profit Organizations meeting the following requirements are eligible to apply for Landfill Tipping Fee Exemption:
- 5.1.1. Organization must be classed as a Non-Profit Organization by the Canada Revenue Agency;
 - 5.1.2. Non-Profit Organization must be engaged in charitable activities resulting in diversion of recyclable or re-usable materials from the landfill;
 - 5.1.3. Non-Profit Organization must operate and provide services within the corporate boundaries of the City of Lloydminster.
- 5.2. A temporary Landfill Tipping Fee Exemption may also be granted to volunteer groups conducting clean-up on public property. Exempt status shall only be valid throughout the duration of the clean-up event. Volunteer groups conducting a clean-up event must allow **a minimum of 2 weeks** for processing of application.
- 5.3. Landfill Tipping Fee Exemption may be granted by the **City Manager or designate** to an eligible Non-Profit **Organization** if all terms and requirements of this Policy are fully met. **Exemption is initially valid for three (3) years from the date of issuance, unless otherwise specified in the terms and conditions. A recurring renewal may be granted if the Non-Profit Organization maintains good standing and there no changes to their eligibility.**
- 5.4. **Any changes to the Non-Profit Organization's status or operations must be promptly reported to the City Manager or designate. Failure to do so may result in the revocation of the Landfill Tipping Fee Exemption. The renewal of exempt status is subject to a thorough review of the Non-Profit Organization's continued eligibility to this Policy criteria and**

renewal of exempt status is not guaranteed.

- 5.5. Regular Landfill Tipping Fees will apply for all non-eligible organizations or non-eligible materials.
- 5.6. Loads are subject to inspection at the City of Lloydminster Landfill.

6. Penalty:

- 6.1. Any member of Administration found to be in violation of this Policy may be subjected to a disciplinary action. Such action may be dependent upon the nature of the breach of this Policy; discipline may range from a verbal warning to dismissal with cause.
- 6.2. Any Member of Council found to be in violation of this Policy may be dealt with utilizing the "*Code of Conduct Bylaw*" or provisions of "*The Lloydminster Charter*."

7. Responsibility:

- 7.1. City Council shall review and approve all policies.
- 7.2. Administration shall administer this Policy through the use of a supporting procedure.
- 7.3. Sponsoring Department shall be responsible for creating and amending a supporting procedure.

Subject Matter: Draft Recreation and Cultural Services Fees Policy

Department: Community Development Services

Presented By: Joel Turcotte

GPC Meeting Date: January 15, 2024

Topic: To provide the Committee with the updated Recreation and Cultural Services Fees Policy No. 740-02.

Background: On December 13, 2021, Council approved the Recreation and Cultural Services Fees Policy No. 740-02, which included rates for both 2022 and 2023. On November 21, 2022, Council approved the 2023 Budget; with the approved Budget a user fee increase was required. On February 6, 2023, Council approved the amended Policy with the user fee increases.

On December 11, 2023, Council approved Fees and Charges Bylaw No. 28-2023. This Bylaw sets out the fees and charges for services which replaces Schedule A in this Policy.

In the updated Policy, Administration has proposed some changes listed below:

- remove Schedule "A";
- change wording in 4.1 that references Schedule "A" to reflect "*Fees and Charges Bylaw*"
- remove 6. Equipment Rentals
 - 6.1 Equipment Rentals are to be established by determining a fair market rate using local market conditions;
- remove 9.2 Ten punch pass
 - 9.2 Ten (10) punch pass prices shall be equal to the cost of nine (9) single admission passes.

Changes to the Policy have been highlighted in the draft attached.

Objective: To provide Administration with an updated Recreation and Cultural Services Fees Policy 740-02.

Options:

1. That the Committee accept this report as information and that the item be brought forward to a future Regular Council meeting for decision.
2. That the Committee request more information and that the item be brought forward to a future Regular Council meeting for decision.
3. That the Committee request more information and that the item be brought forward to a future Governance & Priorities Committee meeting.

Alignment with Strategic Plan: This item is in alignment with the following strategic area: Delivering Good Governance.

Governance Implications: N/A

Budget/Financial Implications: N/A

Environmental Implications: N/A

Report Approval Details

Document Title:	Recreation and Cultural Services Fees Policy Amendment.docx
Attachments:	- 2024 01 04 Recreation and Cultural Services Fees Policy No. 740-02.docx
Final Approval Date:	Jan 4, 2024

This report and all of its attachments were approved and signed as outlined below:

- Tracy Simpson
- Doug Rodwell
- Dion Pollard

Policy Title:	Recreation and Cultural Services Fees Policy	Policy Number:	740-02
Date of Adoption:	December 13, 2021	Motion Number:	426-2021
Date of Amendment:		Motion Number:	

1. Purpose:

- 1.1 To provide a philosophy which will guide and effectively allocate public funds ensuring a reasonable and equitable proportion of the costs to deliver recreation and culture programs and services are recovered through the establishment of fees for facilities, programs, and services.

2. Definitions:

Administration	Any person employed by the City of Lloydminster, which indicates and is not limited to any person employed in the capacity of a full-time, part-time, casual, seasonal, summer, or contract employee or volunteer of the City.
Adult Rate	For the purpose of Facility rental fees, a Group with a primary focus of adult-oriented activities.
City	The corporation of the City of Lloydminster.
Cost Recovery	Receiving of revenue to recover the cost of expenses.
Equipment	Items such as chairs, tables, tablecloths, and any other items that are part of a booking.
Facility	A building or property where the City operates recreation and culture programs.
Group	One or more individuals.
Member of Council	An individual elected pursuant to <i>The Local Government Election Act, 2015</i> (Saskatchewan) as a Member of Council.
Non-Profit Organizations	As defined by Section 183(f) <i>The Lloydminster Charter</i> .
Programs	An activity, course, or class organized and operated directly by the City.
Quality of Play	Elements that may influence the users experience (i.e., weather conditions, power outages, etc.)
Retail Items	Sale of merchandise.
School Booking Rate	For the purpose of Facility rental fees, the Group shall be from Lloydminster and surrounding areas and provide programming to elementary or secondary grade levels that is inclusive to all students. The school program must be provincially registered or associated and the program shall be operated, managed, and delivered by the registered/associated school.

Youth Rate	For the purpose of Facility rental fees, a Group with a primary focus of ages 18 and under activities.
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3. Scope:

- 3.1. This policy shall apply to all City Facilities and equipment.
- 3.2. This Policy shall apply to all Administration and users.

4. Fees and Rates:

- 4.1. Administration shall adhere to the rates set out in the "*Fees and Charges Bylaw*", as amended from time to time.

5. Facility Rentals:

- 5.1. Facility rental fees shall be established by determining a fair market rate using comparable communities. Local market conditions shall be considered in the establishment of rates.
- 5.2. Facility rentals may include a setup and/or takedown fee for events that require extra setup/takedown or cleaning.
- 5.3. Youth Rates shall be 65% of the cost of Adult Rates, rounded to the nearest \$1.00.
 - 5.3.1. Notwithstanding 5.3, Youth Rates shall be 80% of the cost of Adult Rates for summer ice.
- 5.4. Non-Profit Organizations may receive Facility Youth Rates for fundraising activities.
- 5.5. The City Manager or delegate shall have the authority to change pricing of facility rentals if Quality of Play is compromised.

6. Tariff/Licensing Charges:

- 6.1. Charges for tariffs/licensing cost shall be charged to the consumer at cost where applicable.

7. Programs:

- 7.1. Program fees shall be established based on minimum Cost Recovery.
 - 7.1.1. Cost Recovery includes, but is not limited to:
 - i. cost of instructing staff;
 - ii. cost of contractor; and
 - iii. cost of materials.
- 7.2. Exceptions may be made to this policy to introduce new Programs.

7.3. Programs that require an instructor or facilitator that do not recover costs may be cancelled.

8. Admission/Membership Fees:

8.1. Admission prices shall be established by determining fair market value based on comparable communities. Local market conditions shall be considered in the establishment of rates.

8.2. The City Manager or delegate shall have the authority to change pricing to admission/memberships if Quality of Play is compromised.

9. Sales or Promotional Rates:

9.1. The Director of Recreation and Cultural Services may approve sales or promotional rates for the following purposes:

- 9.1.1. increase revenue;
- 9.1.2. increase usage;
- 9.1.3. expand to new markets;
- 9.1.4. increase activation.

10. Retail Items:

10.1. Retail items shall be sold at a minimum of 35% profit of the product purchase price.

10.2. Items in stock after two (2) years may be sold for no less than the original product purchase price.

10.3. Items in stock after three (3) years may be sold for less than the original product purchase price, or used for Facility prizes, donations, etc.

11. Consignment Sales:

11.1. The City shall receive 20% of the purchase price for all items sold on consignment basis.

12. Penalty:

12.1. Any staff member found to be in violation of this policy may be subjected to disciplinary action. Such action may be dependent upon the nature of the breach of this policy; discipline may range from a verbal warning to dismissal with cause.

12.2. Any Member of Council found to be in violation of this policy may be dealt with utilizing the "Code of Conduct Bylaw" or provisions of "The Lloydminster Charter".

13. Responsibility:

13.1. City Council shall review and approve all policies.

13.2. City Administration shall administer the policy through the use of a supporting procedure.

13.3. Sponsoring Department is responsible for creating and amending a supporting procedure.

DRAFT

Subject Matter: Draft Accounts Receivable Policy

Department: Chief Financial Officer

Presented By: Linsay Organ

GPC Meeting Date: January 15, 2024

Topic: 134-15 Accounts Receivable Policy

Background: The City invoices for a variety of services, including leases, bylaw enforcement, airport landing fees, facility rental, and Fire Services. In 2022 there were nearly 5,000 invoices issued by the City, to over 1,000 customers. The large scope of this work necessitates appropriate guidance to ensure consistency in internal processes and external customer experience. To achieve this consistency, the policy provides guidance on the following areas:

- Administration’s responsibilities;
- maintaining customer accounts;
- issuing invoices & statements;
- payment terms;
- finance charges;
- managing credit balances;
- collection of overdue invoices;
- allowance for doubtful accounts and write-offs.

Several accounts receivable processes, such as invoicing and customer relations, are performed by members of administration working across many departments. The widespread nature of this process increases the need for concise and straightforward direction.

Objective: To provide guidance to Administration on the major components of the accounts receivable process. Ensuring internal practices are consistent across the City will result in a more consistent customer experience.

Options:

1. That the Committee accept this report as information and that the item be brought forward to a future Regular Council meeting for decision.
2. That the Committee request more information and that the item be brought forward to a future Regular Council meeting for decision.
3. That the Committee request more information and that the item be brought forward to a future Governance & Priorities Committee meeting.

Alignment with Strategic Plan: This item is in alignment with the following strategic area: Delivering Good Governance. The Accounts Receivable policy is vital to ensure consistent internal practices and external customer experience.



**City of Lloydminster
Information Report (IR)**

Governance Implications: Establishing a new policy.

Budget/Financial Implications: N/A

Environmental Implications: N/A

Report Approval Details

Document Title:	Draft Accounts Receivable Policy.docx
Attachments:	- 134-15 Accounts Receivable Policy DRAFT.pdf
Final Approval Date:	Jan 10, 2024

This report and all of its attachments were approved and signed as outlined below:

Denise MacDonald

Doug Rodwell

Task assigned to Dion Pollard was completed by delegate Don Stang



**City of
Lloydminster**

Policy

Policy Title:	Accounts Receivable Policy	Policy Number:	134-15
Date of Adoption:		Motion Number:	
Date of Amendment:		Motion Number:	

1. Purpose:

- 1.1 To establish guidelines for Customer accounts, invoicing, payments, collection, and write-off of uncollectible amounts.

2. Objective:

- 2.1 To provide guidelines that will facilitate timely, accurate, consistent, and properly authorized issuance of Accounts Receivables that in turn support efficient and effective collection of said receivables.

3. Definitions:

Accounts Receivable	Money owed for goods or services rendered by the City.
Administration	An employee or Contract employee of the City of Lloydminster.
Allowance for Doubtful Accounts	A reduction to Accounts Receivable for accounts that are likely uncollectible.
City	The corporation of the City of Lloydminster.
Customer	A person, company, organization, or society that is supplied goods and/or services by the City for a fee.
Customer Account	Single centralized placed to manage all invoicing information about a Customer.
Customer Relationship Manager	The member of Administration who has the closest relationship to the Customer.
Invoice	A document outlining the amount of money due from a customer in exchange for goods supplied or services rendered by the City and the payment terms.
Member of Council	An individual elected pursuant to <i>The Local Government Election Act</i> (Saskatchewan) as a member of Council.

Overdue Invoice	An Invoice is due upon issuance and becomes overdue upon the first month end that the Invoice is more than 30 days old.
Uncollectible	An account which cannot be collected due to the circumstances of the debtor.
Vendor	A person, company, organization, or society that is supplying goods and/or services to the City for a fee.
Write Off	An adjustment to remove an unpaid amount from the Customer's account.

4. Scope

- 4.1 This Policy applies to all members of Council and Administration.
- 4.2 This Policy applies to all general Accounts Receivable except those that are governed by legislation or another policy or bylaw, such as:
 - 4.1.1. property tax;
 - 4.1.2. business licence; and
 - 4.1.3. utility billing.

5. Responsibilities

- 5.1. Council is responsible for approving this Policy and any amendments.
- 5.2. The City Manager is responsible for implementing this Policy and approving related procedures.
- 5.3. The Finance Department is responsible for:
 - 5.3.1. the overall administration and compliance monitoring of this Policy;
 - 5.3.2. providing support to City departments to invoice, collect, and coordinate Customer Accounts.
 - 5.3.3. making recommendations to the City Manager of necessary policy or procedure amendments.
- 5.4. Customer Relationship Managers or delegates are responsible for:
 - 5.4.1. invoicing, collecting payments, and coordinating with their respective Customers.

6. Customer Accounts

- 6.1. Customer Accounts must include all relevant information to invoice and contact Customers.

- 6.2. The creation and management of Customer Accounts will be administered by the Finance Department.

7. Invoices, Adjustments and Statements

- 7.1. All Invoices must be created at the earliest opportunity, which will be no later than 30 days after providing goods or services by the issuing department, or in accordance with any agreement or contract with the Customer.
- 7.2. All Invoices must reflect accurate fees for goods and services provided to Customers in accordance with the respective bylaw, policy, or other document.
- 7.3. The issuing department will maintain supporting information for Invoices according to the "*Records Management Bylaw*".
- 7.4. Department supervisors or managers are responsible for authorizing Invoices prior to submitting to the Customer.
- 7.5. Adjustments because of error or omission will be created as soon as discovered, verified, and authorized by the originating department and Finance Manager. Finance charges will be adjusted accordingly.
- 7.6. Statements will be generated by the Finance Department within the first five (5) business days of the month.

8. Finance Charges

- 8.1. Finance charges will be applied in accordance with the "*Finance Charge Policy*".
- 8.2. The Chief Financial Officer or delegate has the authority to exempt Customers from finance charges.

9. Payments

- 9.1. Payments are due on issuance.
- 9.2. The acceptable payment methods for Invoices are cash, debit card, credit card, and cheque.
- 9.3. Notwithstanding 9.2, cash, debit card, and cheque are the only accepted payment methods for property tax payments.

- 9.4. If payment in foreign currency results in an exchange gain or loss greater than thirty-five dollars (\$35), the amount will be applied to the Customer's account.

10. Managing Credit Balances

- 10.1. Periodically the Finance Department will review Customer Accounts for credit balances.
- 10.2. Credit balances may be applied to any other amounts owing to the City from the Customer.
- 10.3. Credit balances over 12 months old will be refunded to the Customer if greater than ten dollars (\$10).

11. Collection of Overdue Invoices

- 11.1. The collection process for Overdue Invoices is as follows:
 - 11.1.1. 60 – 90 days – Finance Department sends collection notice to Customer;
 - 11.1.2. 90 - 120 days – Finance Department sends collection notice to Customer;
 - 11.1.3. Over 120 days – Customer accounts are eligible to be sent to a private collection agency.
- 11.2. The Chief Financial Officer or delegate has the authority to exempt Customers from being sent to a private collection agency.
- 11.3. The Customer Relationship Manager is responsible for supporting the collection process and maintaining Customer relationships.
- 11.4. If the Customer is also a Vendor, amounts receivable from a Customer will be reduced by amounts payable by the City.
- 11.5. The City will work with Customers to create payment plans.
- 11.6. The City may refuse service to Customers who have outstanding balances owing, in accordance with all City policies and bylaws.

12. Allowance for Doubtful Accounts:

- 12.1. An allowance for doubtful accounts will be established annually to reflect the amount of the City's Accounts Receivables that the Chief Financial Officer or delegate estimates will be Uncollectible.

13. Write-offs

- 13.1. A Customer Account may be considered Uncollectible after all reasonable and appropriate collection action has been taken (per Section 11).
- 13.2. Write-offs are authorized as follows:

Amount of Write Off	Approval
\$0 - \$50	Senior Finance Manager
\$51 - \$200	Chief Financial Officer
\$200 - \$1,000	City Manager
\$1,000+	Council

- 13.3. Delinquent Customers with amounts written off will be tracked for ten (10) years from time of Write Off. If the Customer has future dealings with the City within this ten (10) year period, the previous unpaid balance will be required to be repaid before any further City services are provided.

14. Penalty:

- 14.1. Any staff member found to be in violation of this policy may be subjected to a disciplinary action. Such action may be dependent upon the nature of the breach of this policy; discipline may range from a verbal warning to dismissal with cause.
- 14.2. Any Member of Council found to be in violation of this policy may be dealt with utilizing the "Code of Conduct Bylaw" or provisions of "The Lloydminster Charter."