

BYLAW NO. 11-2016

A BYLAW OF THE CITY OF
LLOYDMINSTER IN THE PROVINCES OF
ALBERTA AND SASKATCHEWAN TO
ENTER INTO AN AGREEMENT TO
ESTABLISHING THE LLOYDMINSTER
PLANNING DISTRICT

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

1. The Agreement between the City of Lloydminster, Rural Municipality of Wilton No. 472, and the Rural Municipality of Britannia No. 502 set forth in Schedule A attached hereto, is hereby made a part of this Bylaw in all respects.
2. The Lloydminster Planning District Memorandum of Agreement approved December 8, 2000 by the Ministry of Municipal Affairs, Culture, and Housing to establish the Lloydminster Planning District and amendments are hereby repealed.
3. This Bylaw shall come into force and effect on the date of final approval by the Ministry of Government Relations.

Bylaw 32-2015 is hereby repealed.

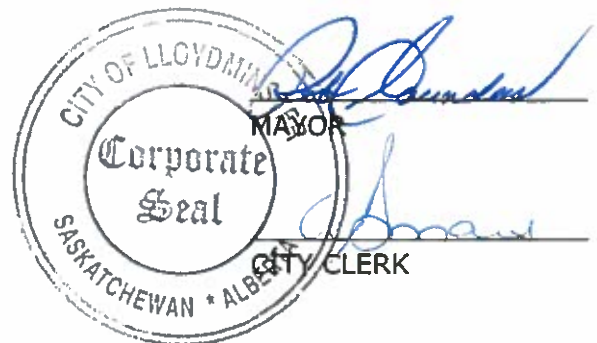
INTRODUCED AND READ a first time this 28th day of March, 2016, A.D.

READ a second time this 28th day of March, 2016, A.D.

READ a third time this this 28th day of March, 2016, A.D.

Date signed _____
APR 0 4 2016

Date signed _____
APR 0 4 2016



SCHEDULE "A" ATTACHED TO
BYLAW NO. 11-2016



LLOYDMINSTER PLANNING DISTRICT MEMORANDUM OF AGREEMENT

MADE THIS 12th DAY OF FEBRUARY, 2016

BETWEEN:

THE RURAL MUNICIPALITY OF WILTON NO. 472

and

THE RURAL MUNICIPALITY OF BRITANNIA NO. 502

and


THE CITY of LLOYDMINSTER

NOW, THEREFORE, the Parties hereto agree to and with each other as follows:

- 1) To establish a planning district, to be known as "The Lloydminster Planning District", under the provisions of Sections 97 and 98 of *The Planning and Development Act, 2007* (The Act).
- 2) To establish the area of the said planning district to comprise all those lands situated within the Rural Municipality of Wilton No. 472 and the Rural Municipality of Britannia No. 502 which are outlined in black bold dashed lines on the map hereto attached and identified as Appendix A to this Agreement, such map being hereby declared to be a part of this Agreement.
- 3) To establish a District Planning Commission, designated as "The Lloydminster Planning District Commission", such Commission to consist of seven (7) members, to be appointed in the following manner:
 - a) Two members, which shall be elected members of Council, and one alternate, shall be appointed by the Council of the Rural Municipality of Wilton No. 472;
 - b) Two members, which shall be elected members of Council, and one alternate, shall be appointed by the Council of the Rural Municipality of Britannia No. 502;
 - c) Two members, which shall be elected members of Council, and one alternate, shall be appointed by the Council of the City of Lloydminster; and



- d) One member shall be appointed jointly by the Councils of the Rural Municipality of Wilton No. 472, the Rural Municipality of Britannia No. 502 and the City of Lloydminster to act as chairperson to the commission.
- e) The alternate member appointed by each Council may be:
- (1) An elected member of that Council;
 - (2) A staff member of that municipality; or
 - (3) An adult member of that municipality
- f) No member of the planning commission may hear or vote on any decision that relates to a matter with respect to which the member has a pecuniary interest.
- 4) That the tenure of office of the members of the Commission shall be as follows:
- a) On the original appointments, each Council shall appoint its members annually at the first council meeting of the year
 - b) Subject to clause (c), hereof, each member thereafter appointed by the respective Councils shall hold office until the first meeting of the appointing Council in January of the next year following the appointment.
 - c) Where vacancies arise in respect of Council's appointees, other than by reason of the expiry of the designated term of office of the appointee, the Council concerned shall appoint someone to complete the unexpired term only.
 - d) Notwithstanding the expiry of the term for which any member has been appointed, the member shall continue to hold office until a successor is appointed.
 - e) At the first Commission meeting of the year, the Commission shall appoint a chairman who shall hold office until the end of the year or until a successor is appointed. At the same meeting, the Commission shall appoint an employee of one of the municipalities to serve as the Secretary of the Commission
- 5) That the compensation for the members of the Commission shall be as follows:
- a) That the Councils of the City and the Rural Municipalities shall determine the remuneration to be paid to their respective members of the Commission.
 - b) That the Commission shall determine the remuneration to Chairperson, which is to be paid equally between the partner municipalities.
- 6) That the funds required to finance the expenses of the Commission, as approved by the Councils of the City and Rural Municipalities, shall be contributed by the City and Rural Municipalities on an equal shared basis.



The image shows two handwritten signatures in a circular stamp. The top signature is over the word "Mayor" and the bottom signature is over the words "City Clerk".

- 7) Excess funds or Assets of the Commission shall be distributed equally between the City and Rural Municipalities on an equal basis, unless mutually agreed to by all municipalities.
- 8) The office of the Commission shall be the office of the Rural Municipality of Wilton No. 472 where Commission meetings will be conducted. The location of the office of the Commission shall be reviewed annually, and may be relocated to the office of one of the other parties, subject to the agreement of all parties.
- 9) That, without limiting the general application of Sections 97 and 100 of The Act respecting the duties and powers of a commission, the Commission shall:
 - a) Make Rules of Procedure for the conduct of its business, including procedures to permit the parties to conduct joint public consultation processes for amendment to and adoption of the Official Community Plan and Zoning Bylaws.
 - b) Make recommendations to the Councils respecting developments in the planning district and identify the social and economic implications of those recommendations and,
 - c) Assist the preparation of an official community plan and zoning bylaw for the planning district.
- 10) That the parties will establish a referral process to facilitate information sharing and to ensure effective communication for matters of joint interest pertaining to major developments on lands next to the Planning District area. Specifically, the city referral area shall be ½ mile inside the City boundary and the rural referral area shall be 1 ½ miles outside the Planning District boundary.
- 11) That the parties hereby establish a dispute resolution process with the following steps:
 - a) A municipality identifying an issue in dispute may notify the Secretary of the Commission to arrange a meeting with the Commission at its next regularly scheduled meeting.
 - b) Prior to the Commission meeting the municipal staff of the parties in dispute shall meet to clarify the issues in dispute and to discuss potential solutions. Based on this meeting the staff shall prepare a report to the Commission.
 - c) The Commission meeting shall hear representation from the parties in dispute and attempt to resolve the matter by consensus.
 - d) Should the Commission meeting fail to resolve the dispute the respective Councils would meet to arrive at a solution.
 - e) Should the Councils fail to achieve agreement, the parties may initiate a request for mediation and/or binding arbitration by the Saskatchewan Municipal Board under Section 233 of The Act.



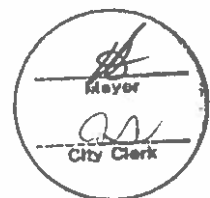
12) That the parties hereby establish a member withdrawal process with the following steps:

- a) A municipality identifying cause for withdrawal shall notify the Secretary of the Commission to arrange a meeting with the Commission at its next regularly scheduled meeting.
- b) Prior to the Commission meeting the municipal staff of the member municipalities shall meet to clarify the issues and reasons for withdrawal. Based on this meeting the staff shall prepare a report to the Commission.
- c) The Commission shall hear the representation from the parties and attempt to resolve any outstanding issues by consensus.
- d) The withdrawing municipality will forfeit any portion of shared moneys or assets held by the Commission, unless decided by mutual agreement by all member municipalities.
- e) The withdrawing municipality shall be responsible to pay an equal share of any and all costs or outstanding fees of the Commission, including any ongoing projects that were previously agreed to prior to withdrawal, unless otherwise agreed to by mutual agreement between all member municipalities
- f) The withdrawing municipality shall be responsible for all costs pertaining to withdrawal.
- g) The withdrawing municipality must ensure all previous and current non-public information be held in the strictest confidence.

13) That the parties hereby establish a termination process with the following steps:

- a) That member municipalities with cause for termination notify the Secretary of the Commission to arrange a meeting with the Commission at its next regularly scheduled meeting.
- b) Prior to the Commission meeting the municipal staff of the member municipalities shall meet to clarify the issues and reasons for termination of the Commission. Based on this meeting the staff shall prepare a report to the Commission.
- c) The Commission shall hear the representation from the parties and attempt to resolve any outstanding issues by consensus.
- d) All outstanding costs and fees of the Commission shall be paid for equally by each municipality.
- e) All costs associated with Commission termination shall be paid for equally by each municipality.
- f) Any moneys and/or assets of the Commission shall be distributed equally between the municipalities within the Commission at the time of Termination.

14) The provisions of this agreement may not be modified, amended, or waived except by complimentary resolution by all municipalities within the Commission at the time of amendment.



This Memorandum of Agreement shall supersede the Agreement to establish the Lloydminster District Planning Commission, as approved by the Department of Municipal Affairs, Culture and Housing on the 8th day of December, 2000.

IN WITNESS WHEREOF the parties hereto have caused these presents to be executed in their respective corporate seals to be hereunto affixed under the hands of their respective duly authorized officials in that behalf, the day and date first above written.

The Rural Municipality of Wilton No. 472

Reeve

Chief Administrative Officer

The Rural Municipality of Britannia No. 502

Reeve

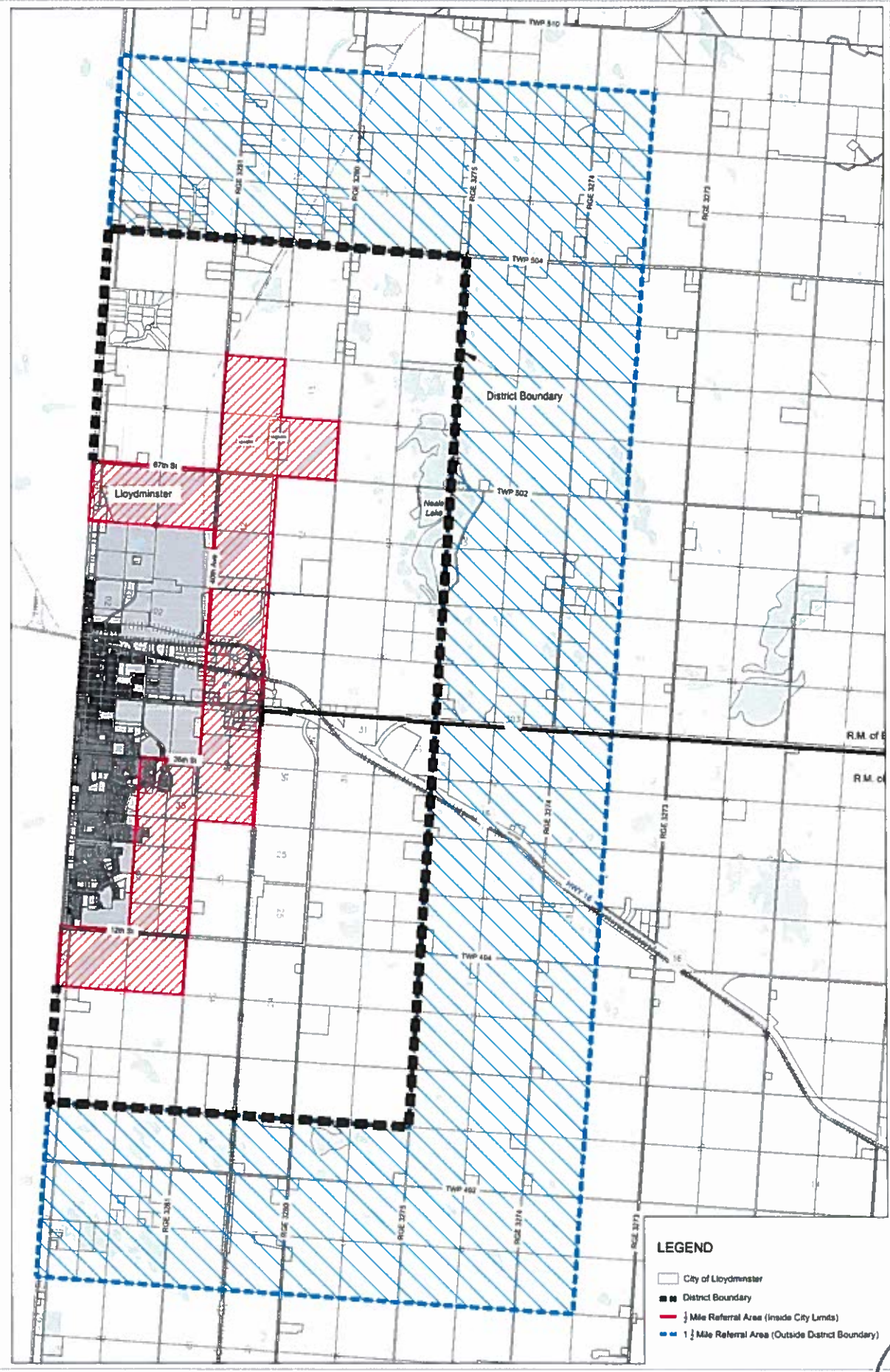
Chief Administrative Officer

The City of Lloydminster

Mayor



Clerk





Lloydminster Planning District Memorandum of Agreement

Appendix A - District Boundary and Referral Areas


 Mayor

 City Clerk
 Sept-2014

