

# **CITY OF WHITEHORSE – STANDING COMMITTEES**

Monday May 2, 2022 – 5:30 p.m.

Council Chambers, City Hall

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## **CALL TO ORDER**

## **ADOPTION OF AGENDA**

## **PROCLAMATIONS**

Wildfire Community Preparedness Day, May 7, 2022

## **DELEGATIONS**

Ryan West – 98 Hotel Historic Site Designation  
Jordan Stackhouse – Buffer for Restricted Retail  
Mathew Trickett – Climate Change

## **PUBLIC HEALTH AND SAFETY COMMITTEE**

1. New Business

## **CORPORATE SERVICES COMMITTEE**

1. New Business

## **CITY PLANNING COMMITTEE**

1. Development Incentive Application – 190 Olive May Way
2. Sale and Disposition of Land – 2020 2<sup>nd</sup> Avenue / Lowe Street
3. Zoning Amendment – 151 Black Street
4. New Business

## **DEVELOPMENT SERVICES COMMITTEE**

1. New Business

## **CITY OPERATIONS COMMITTEE**

1. New Business

## **COMMUNITY SERVICES COMMITTEE**

1. New Business



## **PROCLAMATION**

### **WILDFIRE COMMUNITY PREPAREDNESS DAY**

**May 7, 2022**

WHEREAS Wildfire Community Preparedness Day provides opportunities to raise awareness of wildfire risk, share information and knowledge, and help residents make changes to improve the survival of their homes and neighbourhoods; and

WHEREAS holding Fire Smart events can create a sense of community and assist the process of proactively addressing wild fire issues at a local level;

NOW THEREFORE I, Mayor Laura Cabott, do hereby proclaim May 7, 2022 to be ***Wildfire Community Preparedness Day*** in the City of Whitehorse.

Laura Cabott  
Mayor

**CITY OF WHITEHORSE**  
**PUBLIC HEALTH AND SAFETY COMMITTEE**  
**Council Chambers, City Hall**



**Chair:** Kirk Cameron

**Vice-Chair:** Jocelyn Curteanu

May 2, 2022

Meeting #2022-09

- 
1. New Business

**CITY OF WHITEHORSE**  
**CORPORATE SERVICES COMMITTEE**  
**Council Chambers, City Hall**



**Chair:** Michelle Friesen

**Vice-Chair:** Kirk Cameron

May 2, 2022

Meeting #2022-09

- 
1. New Business



**CITY OF WHITEHORSE**  
**CITY PLANNING COMMITTEE**  
**Council Chambers, City Hall**



**Chair:** Dan Boyd

**Vice-Chair:** Ted Laking

May 2, 2022

Meeting #2022-09

- 
1. Development Incentive Application – 190 Olive May Way  
Presented by Manager Patrick Ross
  2. Sale and Disposition of Land – 2020 2<sup>nd</sup> Avenue / Lowe Street  
Presented by Manager Patrick Ross
  3. Zoning Amendment – 151 Black Street  
Presented by Manager Mélodie Simard
  4. New Business

## **ADMINISTRATIVE REPORT**

<b>TO:</b>	Planning Committee
<b>FROM:</b>	Administration
<b>DATE:</b>	May 2, 2022
<b>RE:</b>	Housing Development Incentive Approval – 190 Olive May Way

### **ISSUE**

Approval of a housing development incentive for an 18-unit housing development.

### **REFERENCE**

- *Housing Development Incentives Policy*
- *City Grant-making Policy*
- *Zoning Bylaw 2012-20*

### **HISTORY**

The City has received an application for a housing development incentive for the construction of 18 apartment-style, market housing units at 190 Olive May Way in Whistle Bend. This development meets the criteria for the RCM2 Zone Development Incentive, and Administration is bringing the application forward for Council approval, as specified in the policy.

In response to Council's strategic priorities on housing, this policy is meant to encourage smaller, denser housing forms in targeted areas. Under this policy, developments that meet the specified criteria are eligible for a reduction of Development Cost Charges (DCCs), a yearly monetary grant from the City, or both. The value of incentive grants are based on the increase in taxation resulting from the improvements being established on the property.

Per the policy, an RCM2 Zone Development Incentive would grant a developer an unlimited reduction of DCCs if the density achieved is 50% greater than the minimum required density in the RCM2 zone. The total value of DCCs for this project, without incentive, is \$39,330.

### **ALTERNATIVES**

1. Approve the Development Incentive.
2. Do not approve the Development Incentive.

### **ANALYSIS**

#### **Project Details**

The proponent has provided appropriate site and development plans and has been issued a development permit for the project. The project includes three buildings, each comprised

of six two-bedroom units. The property, located at 190 Olive May Way, is 0.228 hectares in size and the resulting density of the project is 79 units per hectare.

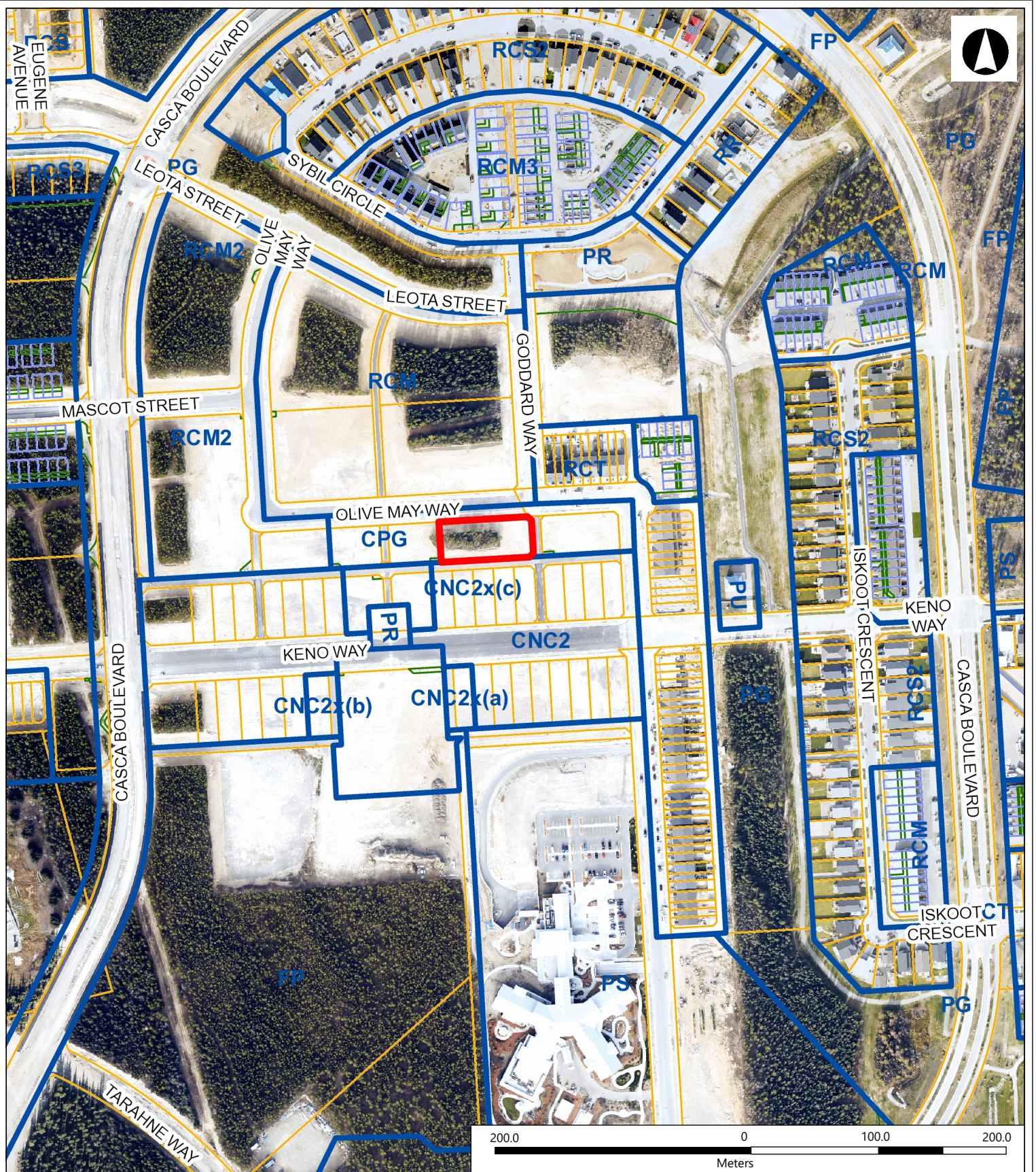
This development meets the minimum density threshold requirement required to be eligible for an RCM2 Zone Development Incentive and conforms to all City zoning regulations. Therefore, the development incentive application is being brought forward for Council approval.

No Development Incentive Agreement is required as there are no ongoing requirements associated with this RCM2 Zone Incentive.

### **ADMINISTRATIVE RECOMMENDATION**

THAT Council approve an RCM2 Zone Housing Development Incentive with respect to the construction of 18 apartment housing units at 190 Olive May Way in Whistle Bend.





SCALE:  
1:4,000

DATE:  
May 2, 2022

FILE:  
DI-12-2022  
File Dir

DWN BY:  
TextBox1

REV NO:  
1

## CITY OF WHITEHORSE - LAND AND BUILDING SERVICES

Proposed Development Incentive - Location Sketch  
RCM2 Incentive for 190 Olive May Way





## **ADMINISTRATIVE REPORT**

<b>TO:</b>	Planning Committee
<b>FROM:</b>	Administration
<b>DATE:</b>	May 2, 2022
<b>RE:</b>	Sale and Disposition of Land – 2050 2 <sup>nd</sup> Avenue / Lowe Street

### **ISSUE**

Council consideration of a bylaw to authorize the sale of a portion of Road on Plan 19005 LTO for a lot enlargement of 2050 2<sup>nd</sup> Avenue in Whitehorse's Downtown Neighbourhood.

### **REFERENCE**

- Zoning Bylaw 2012-20
- Location Sketch
- Land Disposition Policy
- Bylaw 2022-18 (Disposition bylaw)
- Property Appraisal
- Signed Land Sale Agreement

### **HISTORY**

The owner of the property legally described as Lot 1, Block C, Plan 19005 LTO (2050 2<sup>nd</sup> Avenue) approached Administration in January, 2022 regarding the option to purchase a portion of adjacent road right-of-way. The property owner intends to construct a new building and requires onsite parking on Lot 1, however the large corner cut on the south east corner of the lot creates an irregular lot configuration which constrains the building design potential.

Lot 1, Block C, Plan 19005 LTO was created in 1950, with the lot being reduced in size on the south east corner to allow for a 60 ft. (18.288 m) offset from the existing railway right-of-way owned by the British Yukon Railway Company.

The proponent wishes to purchase approximately 41.92 m<sup>2</sup> of the unused portion of road right-of-way to facilitate a lot enlargement to allow for more building and parking design options for future development of the existing lot.

The proposed disposition was reviewed by the Development Review Committee (DRC) on January 19, 2022. No operational concerns were identified in relation to the proposed disposition with the exception of the need to exclude an existing light pole at the southwest corner of the property.

### **ALTERNATIVES**

1. Bring forward Bylaw 2022-18 to authorize the sale and disposition of land.
2. Do not proceed with the bylaw process and retain City ownership of the land.

## **ANALYSIS**

The proposed lot enlargement area would be purchased at fair market value in accordance with the City's Land Disposition Policy. All costs associated with the appraisal, consolidation, land survey and legal fees to conclude the lot enlargement would be the responsibility of the proponent.

### **Zoning**

The lot is currently zoned Mixed Use Commercial 2 (CM2) which is intended to be a zone for a mix of low intensity commercial and residential uses for areas outside of the downtown commercial core.

The current size of Lot 1, Block C, Plan 19005 LTO is 412.89 m<sup>2</sup>, which is less than the minimum lot size of 464 m<sup>2</sup> as established through the CM2 zoning regulations. The area of the proposed disposition is approximately 41.92 m<sup>2</sup>, which would bring the new enlarged lot size to approximately 454.81 m<sup>2</sup> and closer to the minimum required lot area of the CM2 zone.

### **Land Disposition Policy**

In accordance with the Land Disposition Policy, the land would be sold at fair market value as determined by an independent private appraisal. The owner has obtained an appraisal by Shaske & Zeiner Appraisal Consultants Ltd., establishing a fair market value of \$23,500.00 for the disposition area. The owner has also endorsed a Land Sale Agreement to indicate their acceptance of the terms, costs and timelines of this proposed transaction. Should Council approve this disposition, the owner will pay a non-refundable deposit of 10% of the purchase price with the balance being paid on or before the identified closing date of September 30, 2022.

### **Utility Consideration**

The DRC review highlighted the location of the adjacent street light and associated buried control infrastructure located on the corner of the intersection. In order to protect this infrastructure and ensure there remains an adequate area for repair and servicing, a 2 m offset area from the pole was excluded from the disposition area.

### **Next Steps**

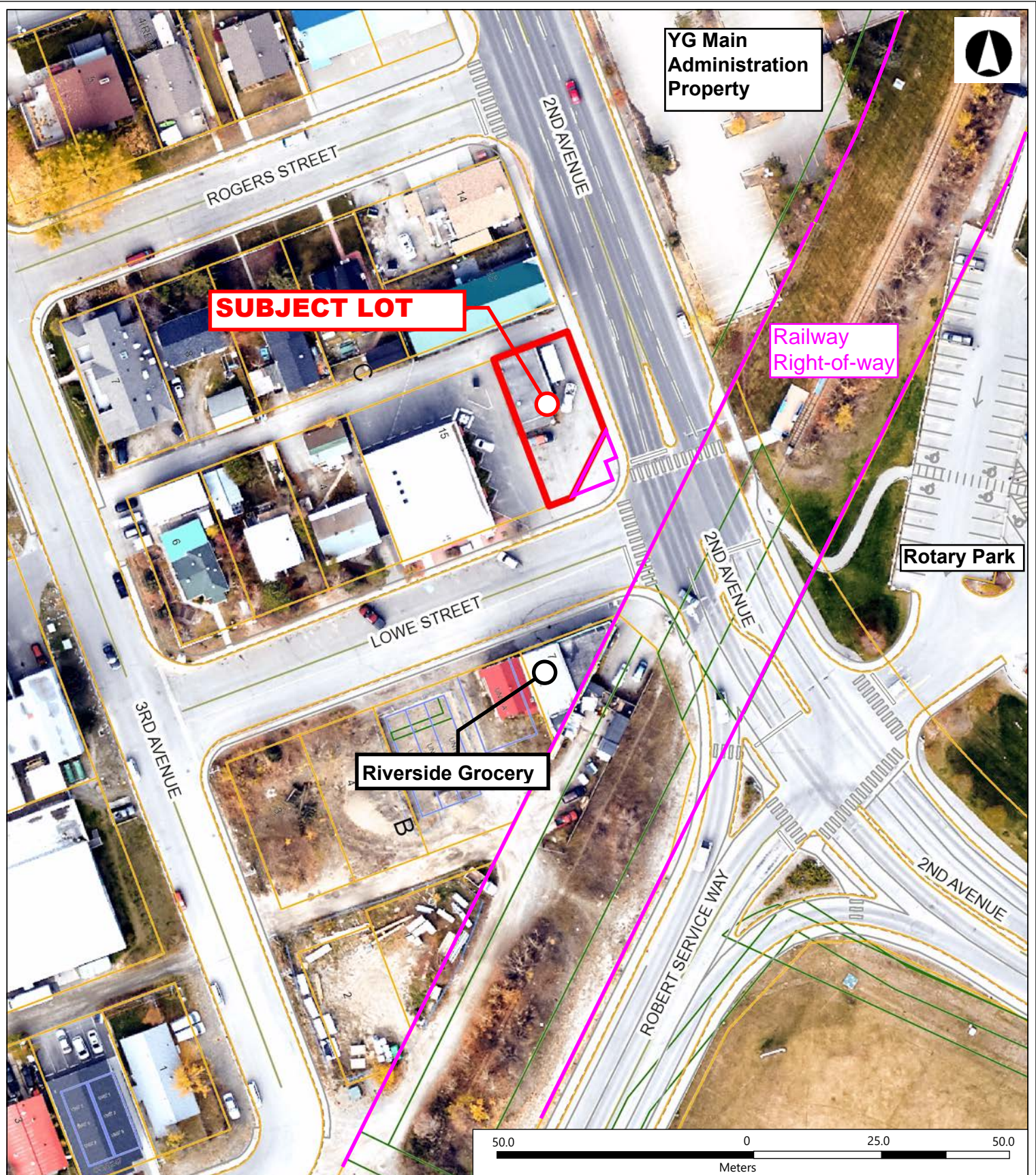
Should Council approve this land sale and disposition, Administration will proceed with the land disposition and transfer the enlargement area in accordance with the terms of the Land Sale Agreement.

Not approving the land sale will result in that portion of the road right-of-way remaining as City-owned land and Lot 1, Block C, Plan 19005 LTO remaining in its existing configuration.

## **ADMINISTRATIVE RECOMMENDATION**

THAT Council direct that Bylaw 2022-18, a bylaw to authorize the sale and disposition of a portion of the road right-of-way as shown on Plan 19005 LTO adjacent to Lot 1, Block C, Plan 19005 LTO (2050 2<sup>nd</sup> Avenue), be brought forward for consideration under the bylaw process.





SCALE:  
1:1,000

DATE:  
APRIL 25, 2022

FILE:  
BYLAW 2022-18

\\LM\Land Disposition\2022\

DWN BY:  
MLB

REV NO:  
1

## CITY OF WHITEHORSE - LAND AND BUILDING SERVICES

Proposed Land Disposition - Lot Enlargement - Location Sketch  
LOT 1, BLOCK C, AND ROAD ON PLAN 19005 LTO, WHITEHORSE  
MUNICIPAL ADDRESS: #2050 2ND AVENUE





# CITY OF WHITEHORSE

## **BYLAW 2022-18**

A bylaw to authorize the sale and disposition of approximately 41.92 m<sup>2</sup> of land for a corner lot enlargement to 2050 2<sup>nd</sup> Avenue.

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WHEREAS section 265 of the *Municipal Act* (R.S.Y. 2002) provides that Council may by bylaw authorize the sale and disposition of any real property; and

WHEREAS it is deemed desirable that a portion of land located in Downtown on the north westerly corner of 2<sup>nd</sup> Avenue and Lowe Street be sold and disposed;

NOW THEREFORE the Council of the municipality of the City of Whitehorse, in open meeting assembled, hereby ENACTS AS FOLLOWS:

1. The City of Whitehorse is hereby authorized to sell and dispose a portion of Road on Plan 19005 LTO comprising a total area of approximately 41.92 m<sup>2</sup> in Downtown Whitehorse, as shown on the sketch attached hereto as Appendix "A" and forming part of this bylaw;
2. The parcel will be sold for the sum of \$23,500.00, representing fair market value as determined by independent market value appraisal, to the owner of the adjacent Lot 1, Block C, Plan 19005 LTO, on the condition that the lot enlargement area shall be consolidated with Lot 1, Block C, Plan 19005 LTO.
3. The Mayor and Clerk are hereby authorized to execute on behalf of the City of Whitehorse all documentation required for the completion of the sale and transfer of ownership of the said lands in an expeditious manner; and
4. This bylaw shall come into full force and effect on the final passing thereof.

**FIRST and SECOND READING:**

**THIRD READING and ADOPTION:**

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Mayor

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City Clerk






CITY OF WHITEHORSE  
BYLAW 2022-18  
APPENDIX 'A'



**BYLAW 2022-18**

A bylaw to authorize the sale and disposition of a portion of ROAD for a lot enlargement to Lot 1, Block C, Plan19005 LTO.

**LEGEND**

 SUBJECT AREA

**LAND SALE AGREEMENT** dated this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

BETWEEN:

**THE CITY OF WHITEHORSE**

(the "Vendor")

- and -

**3542 YUKON LIMITED**

(the "Purchaser")

W H E R E A S:

A. The Vendor is the owner of property legally described as:

**Road, Whitehorse, Yukon, Plan 19005 LTO**

("Road")

B. The Purchaser is the registered owner of property legally described as:

**Lot 1, Block C, Whitehorse, Yukon, 19005 LTO**

(the "Purchaser's Lands")

C. The Vendor has agreed to sell and the Purchaser has agreed to purchase a portion of Road comprising **42 square metres**, more or less, immediately adjacent to the Purchaser's Lands", shown as "Enlargement Area" on Appendix "A" attached hereto.

(the "Property").

IN CONSIDERATION OF the premises, and the covenants and agreements hereinafter set forth, the parties hereto agree as follows:

# 1. SALE AND PURCHASE

1.1 The Vendor hereby agrees to sell and the Purchaser hereby agrees to purchase the Property on an "as is, where is" basis for the price and on the terms and conditions herein contained.

## 2. DEPOSIT

- 2.1 The sum of **Two Thousand, Three Hundred Fifty and 00/100 (\$2,350.00) Dollars**, being a non-refundable deposit (herein referred to as the “Deposit”) on account of the Purchase Price, is hereby acknowledged by the Vendor. The Deposit shall be applied against the Purchase Price for the Property upon the Closing Date. If the Purchaser elects not to complete the transaction contemplated in this Agreement of Purchase and Sale by the Closing Date, the Deposit shall be forfeited to the Vendor.

## 3. PURCHASE PRICE

- 3.1 The purchase price shall be the sum of **Twenty-Three Thousand, Five Hundred and 00/100 (\$23,500.00) Dollars, plus Goods and Services Tax (the “Purchase Price”)**, payable on the following terms, namely cash on closing, of which the Deposit shall form a part (the “Balance Due on Closing”). The Balance Due on Closing shall be paid in the form of a certified cheque, bank draft or solicitor's trust cheque.
- 3.2 The Purchaser agrees to pay for the cost of the consolidation application, legal survey and legal costs required to describe the Property to allow for the consolidation of the Property with the Purchaser's Lands.

## 4. COMPLETION AND TERMINATION

- 4.1 The Balance Due on Closing shall be paid and the sale shall be completed by **September 30, 2022** or such other date as agreed by the parties in writing (the “Closing Date”). In the event that the transaction is not completed on or before **September 30, 2022**, this Agreement shall terminate and be null and void.

## 5. POSSESSION

- 5.1 The Purchaser is to have vacant possession of the Property at 2:00 p.m. on the Closing Date.

## 6. ADJUSTMENTS

- 6.1 There shall be no adjustments with respect to rents, taxes, utilities, licenses, insurance and all other items normally adjusted between a vendor and a purchaser on the sale of land in the Yukon Territory. The Purchaser shall be responsible for taxes and insurance from and after the Closing Date.

## 7. CONDITIONS PRECEDENT

- 7.1 The Vendor's obligation to complete the sale of the Property is subject to the following conditions precedent:
- 7.1.1 The Purchaser shall own the Purchaser's Lands immediately adjacent to the Property; and

- 7.1.2 The Purchaser shall take title to the Property and the transfer from the Vendor to the Purchaser shall be submitted for registration at the Land Titles Office prior to the Closing Date; and
- 7.1.3 City Council agreeing to proceed with the sale of the Property by a land disposition bylaw and subdivision approval being issued by the City of Whitehorse with respect to the consolidation of the Property with the Purchaser's Lands.
- 7.2 The Purchaser acknowledges and agrees that the Vendor is under no obligation to fulfill the conditions precedent set out in paragraph 7.1.3 hereof and City Council may exercise their discretion and refuse to pass the land disposition bylaw and the City of Whitehorse approving authority for subdivision may refuse to issue subdivision approval for consolidation.

## 8. CONSOLIDATION

- 8.1 The Purchaser agrees to consolidate the Property with the Purchaser's Lands.

## 9. COSTS

- 9.1 The Purchaser shall pay their own legal fees. The Purchaser shall pay all fees in connection with the registration of the Transfer of Land. The Purchaser shall pay all survey costs to obtain any plan necessary to register the Transfer of Land and complete the consolidation of the Property with the Purchaser's Lands. The Purchaser agrees to pay all other costs to consolidate the Property with the Purchaser's Lands, without adjustment or credit.

## 10. ENCUMBRANCES

- 10.1 The Property shall be transferred by the Vendor free and clear of all encumbrances except restrictive covenants, reservations and exceptions in the original grant from the Crown and easements in favour of utilities and public authorities.

## 11. RISK

- 11.1 Provided that the Purchaser has not constructed any improvements on the Property prior to the Closing Date, the Property will be and remain at the risk of the Vendor until 2:00 p.m. on the Closing Date. After that time, the Property and any improvements thereon will be at the risk of the Purchaser.
- 11.2 If, after entering into a further written agreement with the Vendor, the Purchaser has commenced construction of any improvements on the Property prior to the Closing Date, the Property and any improvements thereon will be and remain at the risk of the Purchaser until 2:00 p.m. on the Closing Date.

## 12. GOVERNING LAW

- 12.1 This Agreement shall be governed by and construed in accordance with the laws of the Yukon Territory.

### 13. CLOSING

- 13.1 Closing of the purchase and sale shall proceed to completion on the basis of reasonable undertakings settled between the Vendor and the Purchaser or the Purchaser's solicitor. Failing such agreement, tender of documents or money in the form of a certified cheque, bank draft or solicitor's trust cheque may be made at the Land and Building Services Department located at Unit #6 – 151 Industrial Road (Calcite Business Centre), Whitehorse, Yukon, Y1A 2V3 or such other address or location as the Vendor may provide in writing to the Purchaser, on the Closing Date at the hour of 10 o'clock in the forenoon.

### 14. TIME OF THE ESSENCE

- 14.1 Time shall be of the essence hereof, and unless the balance of the cash payment is paid or such formal agreement to pay the balance as may be necessary is entered into on or before the Closing Date, the Vendor may at the Vendor's sole option, cancel this agreement, and in such event any amounts paid by the Purchaser shall be absolutely forfeited to the Vendor on account of damages, without prejudice to the Vendor's other remedies.

### 15. REPRESENTATIONS

- 15.1 There are no representations, warranties, guarantees, promises or agreements other than those contained herein, all of which contained herein will survive the completion of the sale.

### 16. RESIDENT OF CANADA

- 16.1 The Vendor warrants and represents that it is resident of Canada for the purposes of the *Income Tax Act* (Canada).

### 17. COUNTERPART AND FAX

- 17.1 This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which shall together constitute one and the same document. Delivery of a faxed or electronic copy of the Agreement or any amendment thereto shall be deemed to constitute sufficient delivery thereof.

### 18. ASSIGNMENT

- 18.1 This Agreement is not assignable by the Purchaser, except to a person who purchases the Purchaser's Lands immediately adjacent to the Property.

### 19. NUMBER AND GENDER

- 19.1 Wherever the singular or the masculine is used in this Agreement, the same shall be construed as meaning the plural or the feminine or the body corporate or politic where the context or the parties so require.

20. FURTHER ASSURANCES

20.1 The parties hereto shall execute such further documents and do such other things as may be necessary or desirable to give effect to the intent of this Agreement.

21. ENTIRE AGREEMENT

21.1 The provisions herein constitute the entire agreement between the parties and there are no representations or warranties, express or implied, statutory or otherwise and no agreements collateral hereto other than as expressly set forth or referred to herein.

22. AMENDMENTS

22.1 No modification, variation or amendment of any provision of this Agreement shall be made except by a written agreement and no waiver of any provision hereof shall be effective unless in writing.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

**THE CITY OF WHITEHORSE**

Per:

\_\_\_\_\_  
**Laura Cabott, Mayor**

\_\_\_\_\_  
**City Clerk**

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c/s

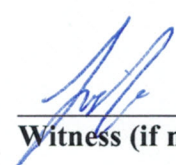
**OWNER:**

Lot 1, Block C, Whitehorse, Yukon, 19005 LTO

**3542 Yukon Limited**

Per:

  
\_\_\_\_\_  
**Leona Commons, Authorized Signatory**

  
\_\_\_\_\_  
**Witness (if no corporate seal)**

c/s





SCALE: 1:6000	DWN. BY: MLB
DATE: MARCH 28, 2022	R.No: 0
FILE No: LOT ENLARGEMENT	
I:\AAA_PROCESS_FILES\Land Disposition\2022\	

## CITY OF WHITEHORSE - LAND AND BUILDING SERVICES

**City of Whitehorse - Land Sale Agreement - APPENDIX "A"**  
 Lot Enlargement for Lot 1, Block C, Plan 19005 LTO, Whitehorse  
 Civic Address: #2050 2ND AVENUE



## **ADMINISTRATIVE REPORT**

<b>TO:</b> Planning Committee
<b>FROM:</b> Administration
<b>DATE:</b> May 2, 2022
<b>RE:</b> Zoning Amendment – 151 Black Street

### **ISSUE**

An application to amend the zoning at 151 Black Street from CMW – Mixed Use Waterfront to CMW(x) – Mixed Use Waterfront with special modifications.

### **REFERENCES**

- Official Community Plan (2010)
- OCP Emerging Directions (2021)
- 2018 Downtown Plan (2018)
- Zoning Bylaw 2012-20
- Location Map (Appendix A)
- Proposed Bylaw 2022-17 (Appendix B)

### **HISTORY**

The owner of 151 Black Street has applied to rezone their property to allow the ground floor of their development to be used as offices and to allow for a single use on the site. The current CMW(x) one permits a maximum of 50% of the ground floor to be occupied by office space and requires that all developments provide for at least two uses.

The owners of the subject property have expressed intent to construct a two-story office building, with associated parking and landscaping. The office would accommodate up to ten staff and provide space for meetings and training opportunities for teachers to use outside of school hours. On March 23, 2022, the Development Review Committee reviewed the owner's proposal and Administration continued discussion with the applicant to develop the proposed zoning amendment.

This proposal is to amend the zoning for the property to add a special modification to the existing CMW zone to allow office as the one use on this property, to reduce the glazing (windows) requirement on the ground floor from 50% to 40%, and to eliminate the maximum windowsill height requirement. All other CMW zoning provisions would apply.

The proposed schedule for the Zoning Bylaw amendment is:

Planning Committee:	May 2, 2022
First Reading:	May 9, 2022
Newspaper Ads:	May 13 and May 20, 2022
Public Hearing:	June 13, 2022
Report to Committee:	July 4, 2022
Second and Third Reading:	July 11, 2022

### **ALTERNATIVES**

1. Proceed with the amendment under the bylaw process.
2. Do not proceed with the amendment.



## **ANALYSIS**

### **Site Context**

The subject lot is on the corner of Black Street and Second Avenue and is located on the opposite side of a CMW zone on Black Street (Appendix A). Lots to the south along Second Avenue and to the west on the other side of Second Avenue are zoned CM2 and the property to the east is zoned PU – Public Utilities.

### **Official Community Plan**

The subject lot is designated Mixed Use - Riverfront in the OCP which allows for a variety of commercial, residential, and recreational opportunities and identified for a potential future mixed-use commercial/residential development on Map 4. The proposed CMW(x) special modification aligns with the intent of the designation and the OCP. Additionally, the OCP Emerging Directions report contains a policy idea to direct major office development to the Downtown to retain its focus as the primary employment area. The proposal is consistent with this idea.

### **Downtown Plan**

The subject lot is located within the study area of the Downtown Plan. The Downtown Plan suggests that traditional office developments be directed to other areas in the Downtown. This does not mean there is a prohibition of offices in this area; offices are allowed with some restrictions.

### **Zoning Bylaw**

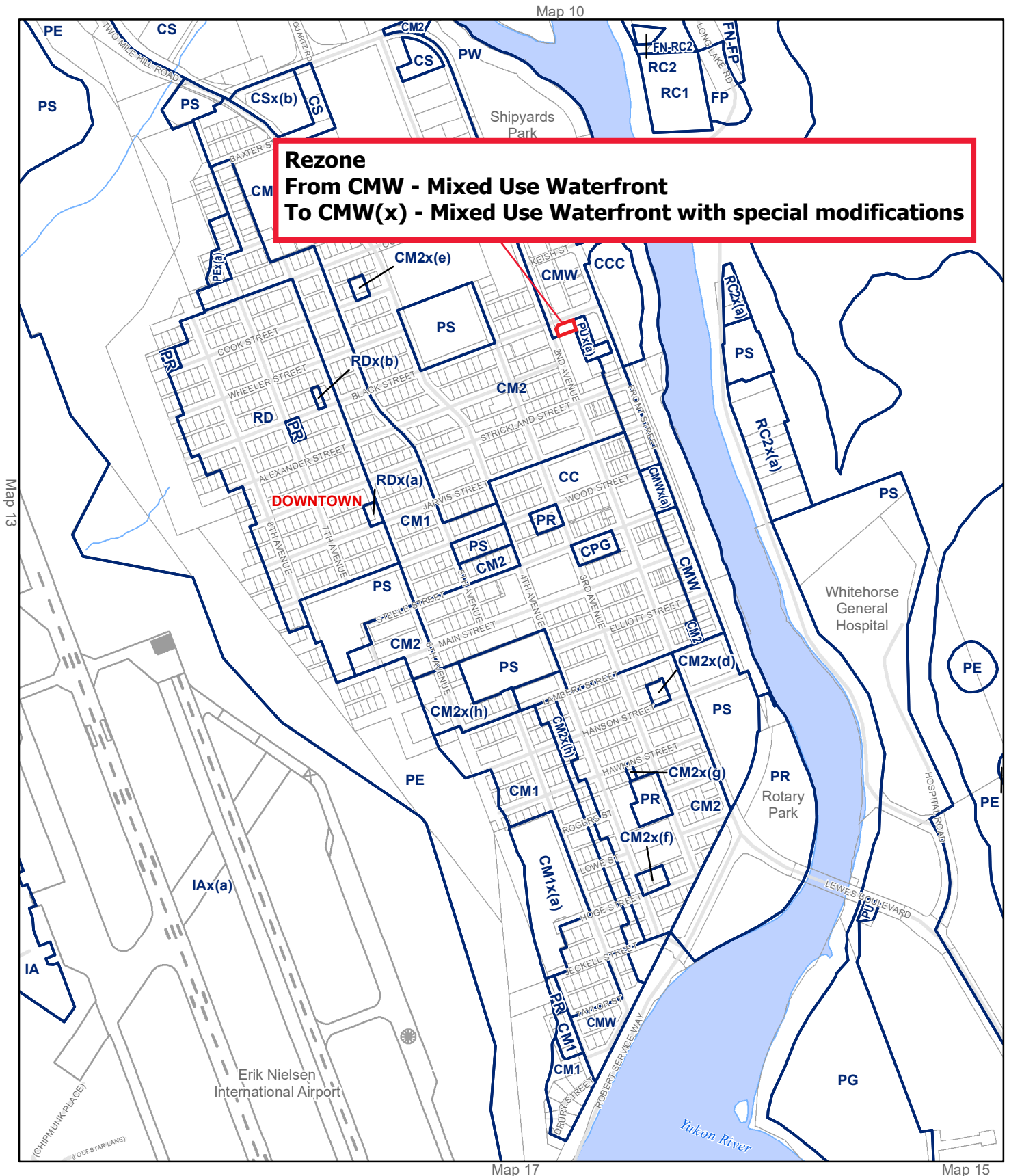
The purpose of the CMW zone is to provide a mix of low intensity commercial, cultural and residential uses adjacent to the riverfront. The zone includes design guidelines which are being proposed to be modified for this property.

The proposed special modification to the CMW zone would allow for just one use instead of two and allow for office space to fully occupy the ground floor, reduce the horizontal distance of glazing on the ground floor facing a public road way or pedestrian mall from 50% to 40%, and eliminate the maximum height for windowsills as these requirements may be unsuitable for an office building. The proposed zoning amendment would reduce some design requirements, however, most design guidelines would be retained.

The subject lot is located on the edge of the CMW zone and the CM2 zone. The CM2 zone is located directly to the south of the subject site. The CM2 zone provides for a mix of commercial and residential uses and would allow for a building to have only office use. Adding a special modification would therefore fit with the surrounding uses and zones. Other CMW zoning provisions, including design guidelines, would still apply to the site.

## **ADMINISTRATIVE RECOMMENDATION**

THAT Council direct that Bylaw 2022-17, a bylaw to amend the zoning of 151 Black Street to allow for an office use to fully occupy the ground floor, a development providing a single use, and a reduction of glazing requirements as required under current design guidelines, be brought forward for consideration under the bylaw process.



Where a letter appears in brackets following a zoning designation, e.g. RSx(a), the letter corresponds to the 'special restrictions' subsection for that zone.



0 430  
Meters

Projection: NAD 1983 UTM Zone 8

Consolidation date:  
December 17, 2021

# **CITY OF WHITEHORSE**

## **BYLAW 2022-17**

A bylaw to amend Zoning Bylaw 2012-20

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WHEREAS section 289 of the *Municipal Act* provides that a zoning bylaw may prohibit, regulate and control the use and development of land and buildings in a municipality; and

WHEREAS section 294 of the *Municipal Act* provides for amendment of the Zoning Bylaw; and

WHEREAS it is deemed desirable that the Whitehorse Zoning Bylaw be amended to allow for the development of an office building at Lot 38, Block 316, Plan 2008-0034 LTO YT, municipally known as 151 Black Street;

NOW THEREFORE the council of the municipality of the City of Whitehorse, in open meeting assembled, hereby ENACTS AS FOLLOWS:

1. Section 10.7 of Zoning Bylaw 2012-20 is hereby amended by adding a new subsection 10.7.8 c) as follows:

“c) Lot 38, Block 316, Plan 2008-0034 LTO YT, located at 151 Black Street in the Downtown area, is designated CMWx(c) with the special modifications being:

Notwithstanding section 10.7.6 of this bylaw, the following provisions apply only if the principal use is offices:

- (1) The requirement to provide at least two principal or conditional uses does not apply.
  - (2) Office use may occupy 100% of the ground floor.
  - (3) The maximum height from sidewalk grade to windowsill height of 0.75 m does not apply.
  - (4) At least 40% of the horizontal distance of each ground floor façade facing a public roadway or pedestrian mall shall be glazed.”
2. The zoning maps attached to and forming part of Zoning Bylaw 2012-20 are hereby amended by changing the zoning of 151 Black Street from CMW – Mixed Use Waterfront to CMWx(c) – Mixed Use Waterfront Modified as indicated on Attachment 1 and forming part of this bylaw.
3. This bylaw shall come into force and effect upon the final passing thereof.

**FIRST READING:**

**PUBLIC NOTICE:**

**PUBLIC HEARING:**

**SECOND READING:**

**THIRD READING and ADOPTION:**

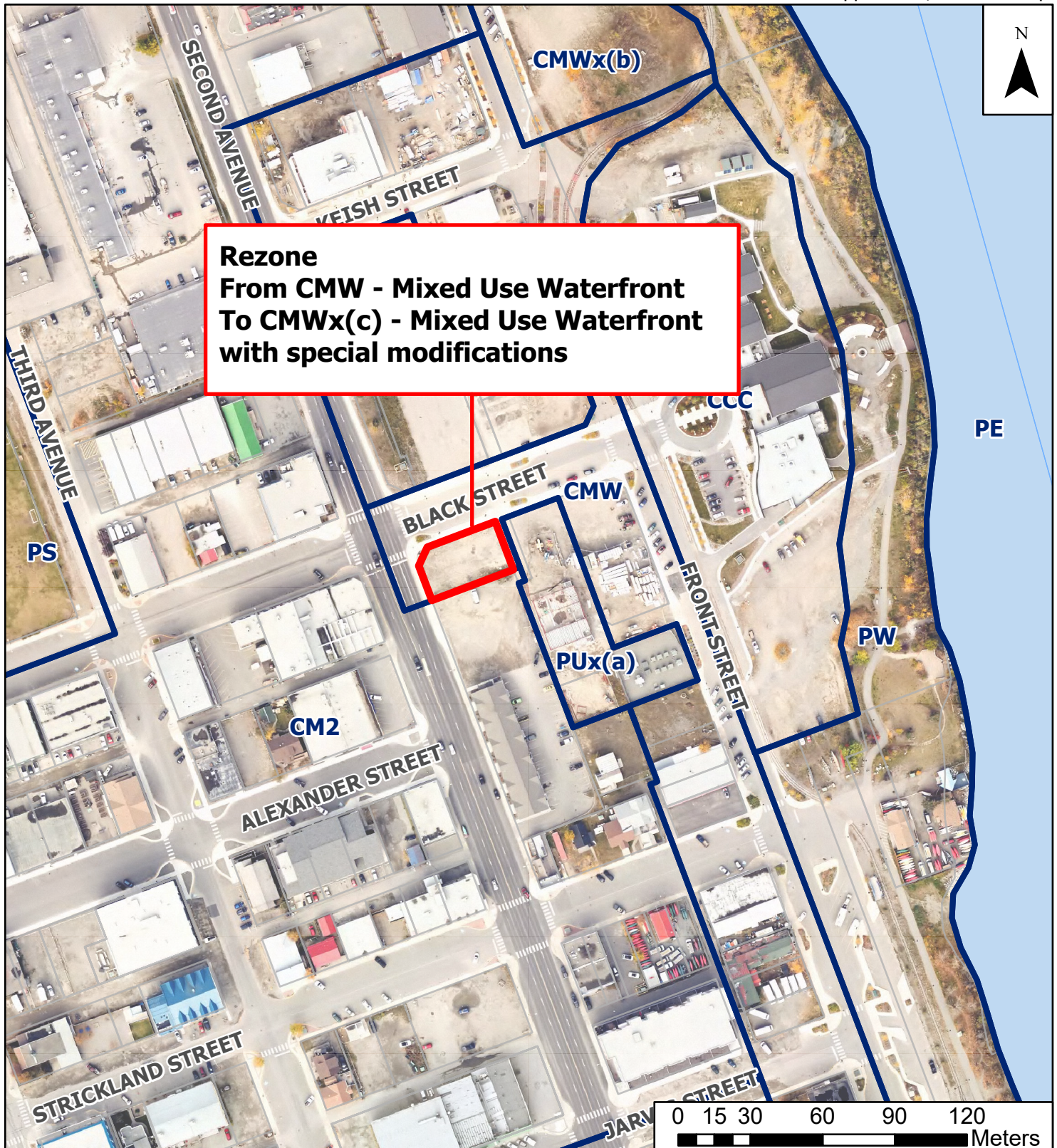
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Mayor

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City Clerk






DATE:

May 2, 2022

FILE NO:

Z-05-2022

 151 Black Street

## CITY OF WHITEHORSE - PLANNING AND SUSTAINABILITY SERVICES

**Bylaw 2022-17**

A Bylaw to amend the Zoning of 151 Black Street from CMW to CMWx(c) to allow for the construction of an office building with one use and 100% office use on the ground floor, reduce the glazing requirement on the ground floor facade from 50% to 40% and eliminate the maximum windowsill height requirement.



**CITY OF WHITEHORSE**  
**DEVELOPMENT SERVICES COMMITTEE**  
**Council Chambers, City Hall**



**Chair:** Jocelyn Curteanu

**Vice-Chair:** Mellisa Murray

May 2, 2022

Meeting #2022-09

- 
1. New Business

**CITY OF WHITEHORSE**  
**CITY OPERATIONS COMMITTEE**  
**Council Chambers, City Hall**



**Chair:** Ted Laking

**Vice-Chair:** Dan Boyd

May 2, 2022

Meeting #2022-09

- 
1. New Business

**CITY OF WHITEHORSE**  
**COMMUNITY SERVICES COMMITTEE**  
**Council Chambers, City Hall**



**Chair:** Mellisa Murray

**Vice-Chair:** Michelle Friesen

May 2, 2022

Meeting #2022-10

- 
1. New Business