

**CITY OF WHITEHORSE**  
**REGULAR Council Meeting #2020-18**

**DATE:** August 10, 2020  
**TIME:** 5:30 p.m.

**Mayor** Dan Curtis  
**Deputy Mayor** Jocelyn Curteanu  
**Reserve Deputy Mayor** Dan Boyd

## **AGENDA**

**CALL TO ORDER** 5:30 p.m.

**AGENDA** Adoption

### **PROCLAMATIONS**

**MINUTES** Regular Council Meeting #2020-17 dated July 27, 2020

### **DELEGATIONS**

**PUBLIC HEARING** Bylaw 2020-10 – Official Community Plan Amendment  
(Tank Farm Phase 1)

Bylaw 2020-25 – Zoning Amendment  
(Living Suite in 14<sup>th</sup> Avenue RR Zone)

### **STANDING COMMITTEE REPORTS**

#### **City Planning Committee – Councillors Stick and Hartland**

Public Hearing Report – Zoning Amendment (Whitehorse Copper)  
Development Incentive Agreement – 1306 Centennial  
Development Incentive Agreement – 51 Keewenaw Drive  
Development Incentive Agreement – 24 Wann Road

#### **City Operations Committee – Councillors Hartland and Cabott**

Contract Award – Landfill Phase 2 East  
Contract Award – Puckett's Gulch Stair Rehabilitation

#### **Community Services Committee – Councillors Curteanu and Boyd**

Recreation Grant Policy

#### **Public Health and Safety Committee – Councillors Roddick and Stick**

#### **Development Services Committee – Councillors Boyd and Curteanu**

COVID-19 Response: Street Eats Food Truck Event – For Information Only

#### **Corporate Services Committee – Councillors Cabott and Roddick**

Budget Amendment and Contract Award – Puckett's Gulch Stairs Project  
Procurement Policy

### **NEW AND UNFINISHED BUSINESS**

Contract Award – Alexander Street Landscaping  
Procurement Policy as Revised

### **BYLAWS**

2020-12 – Grants for Community Service and Municipal Charges 3<sup>rd</sup> Reading  
2020-17 – Lease Agreement (Tennis Yukon Association) 3<sup>rd</sup> Reading  
2020-26 – Zoning Amendment (Whitehorse Copper Lot) 2<sup>nd</sup> & 3<sup>rd</sup> Reading

### **ADJOURNMENT**

MINUTES of **REGULAR** Meeting #2020-17 of the council of the City of Whitehorse called for 5:30 p.m. on Monday, July 27, 2020, in Council Chambers, City Hall.

PRESENT: Mayor Dan Curtis  
Councillors Dan Boyd – Electronic Participation  
Laura Cabott  
Jocelyn Curteanu  
Samson Hartland  
Stephen Roddick  
Jan Stick

ALSO PRESENT: City Manager Linda Rapp  
Acting Director of Community and Recreation Services Doug Spencer  
Director of Corporate Services Valerie Braga  
Director of Development Services Mike Gau  
Acting Director of Human Resources Lindsay Schneider  
Director of Infrastructure and Operations Peter O’Blenes  
Manager of Legislative Services Catherine Constable

GUEST: Kate Mechan, Implementation Manager, Safe at Home – Electronic Participation

Mayor Curtis called the meeting to order at 5:30 p.m.

**CALL TO ORDER**

Councillor Cabott declared that, as a member of the Board of Directors for the Food Bank, she has an interest in one of the organizations on the list to receive a Community Service Grant for 2020. This item is on the agenda twice this evening and, since her interest is non-pecuniary, she will be participating in the debate and will also be voting each time the matter comes forward for a decision.

**INTEREST  
DECLARED**

**2020-17-01**

It was duly moved and seconded  
THAT the agenda be adopted as presented.

**AGENDA**

Carried Unanimously

Mayor Curtis proclaimed the first week in August 2020 to be **Pride Week** in the City of Whitehorse.

**PROCLAMATION**

**2020-17-02**

It was duly moved and seconded  
THAT the minutes of the regular council meeting dated July 13, 2020 be adopted as presented.

**MINUTES**

July 13, 2020

Carried Unanimously

**PUBLIC HEARING**

Mayor Curtis called three times for anyone to appear to speak to Bylaw 2020-26, a bylaw to amend the zoning of Lot 287 Remainder in the Whitehorse Copper area from Heavy Industrial to Service Industrial, and a portion of a road access right-of-way in the north-east corner of the property from Greenbelt to Service Industrial.

**BYLAW 2020-**  
**ZONING AMENDMENT**  
Whitehorse Copper  
Heavy Industrial Lot

Fifteen written submissions were received and posted to the City’s website. Twelve submissions expressed support or had no concerns, and three stated opposition or expressed concerns.

Submissions Received

Mayor Curtis declared the public hearing closed and advised that no further submissions on the issue will be considered by council except the report provided by administration.

Public Hearing Closed

**COMMITTEE REPORTS**

**City Planning Committee**

**2020-17-03**

It was duly moved and seconded THAT Bylaw 2020-17, a bylaw to enter into a lease agreement with the Tennis Yukon Association, be brought forward for consideration under the bylaw process.

BRING FORWARD  
LEASE AGREEMENT  
WITH TENNIS YUKON

Carried Unanimously

**City Operations Committee**

**2020-17-04**

It was duly moved and seconded THAT administration be authorized to award the contract for the Operations Building Parking Lot Paving Project to Terus Construction Ltd. (Skookum Asphalt) for a net cost to the City of \$926,514.45 plus GST.

CONTRACT AWARD  
PAVING PARKING LOTS  
OPERATIONS BUILDING

Carried (6 – 1)

A council member expressed the opinion that, as 40% of this contract is for an employee parking lot, this creates a private employee benefit rather than a benefit for the public.

Discussion

IN FAVOUR Mayor Curtis, Councillors Boyd, Cabott, Curteanu,  
Hartland and Stick  
OPPOSED Councillor Roddick

Recorded Vote

**2020-17-05**

It was duly moved and seconded  
THAT administration be authorized to award the contract for the supply and delivery of a one-ton service vehicle for the Water and Waste Services department to Metro Chrysler Ltd. for a net cost to the City of \$107,375.00, plus GST.

CONTRACT AWARD  
ONE-TON SERVICE  
VEHICLE FOR WATER  
AND WASTE SERVICES

Carried Unanimously

**Community Services Committee**

There was no report from the Community Services Committee.

No Report

**Public Health and Safety Committee**

A Committee member requested an update on traffic calming initiatives in response to citizen requests. Administration advised that the Takhini Avenue neighbourhood was provided with options for traffic calming. Overall, a city-wide traffic study is under way along with a Second Avenue study and the Bicycle Network Plan. When specific requests are received the Engineering department and the Street Sign and Traffic Committee work with the group making the request to examine options most suitable to the location.

TRAFFIC CALMING  
For Information Only

**Development Services Committee**

Administration provided four alternatives for Council to consider with respect to retroactive waivers of business license fees for 2020.

Alternative 1 would be to take no further action since a resolution passed in April suspended the application and collection of penalties and interest for late payments for city services, excluding property taxes, until September 30, 2020. The cost implications are not expected to be significant as they only cover penalties and interest, not the application fee.

Alternative 2 would allow the City to extend business licenses renewals for businesses that were under an order to close during COVID-19. To further support businesses ordered to close, the City could waive license fees for one year when the business license is renewed. Although the number of fully closed businesses is known, it is not clear how the City could address partial closures or whether there should be proration to address the fact some or all businesses ordered closed have now reopened. This alternative has the highest administrative burden and the financial implications could not be estimated.

COVID-19 RESPONSE:  
BUSINESS LICENSE  
FEES  
For Information Only

.../continued

Alternative 3 would allow the City to provide a retroactive waiver of business license fees for businesses with a 30% loss in monthly gross revenue but did not qualify to receive Northern Business Relief Fund support. It is difficult to estimate the total cost to the City as business license fees vary.

Alternative 4 would allow the City to provide a retroactive waiver of business license fees for all Whitehorse businesses not enrolled in the Northern Business Relief Fund. This option would have a significant financial impact on the City.

Committee members commented that it is difficult to contemplate any actions without having a better picture of the City's overall financial situation and any relevant business data that might be available.

A council member stated that there is not enough information to work with and suggested that the matter be revisited in September after the variance reports have provided a better picture of the City's financial situation.

COVID-19 RESPONSE:  
BUSINESS LICENSE  
FEES  
For Information Only  
(Continued)

Discussion

**Corporate Services Committee**

**2020-17-06**

It was duly moved and seconded  
THAT Bylaw 2020-12 a bylaw to authorize grants for community service and municipal charges for the year 2020, be brought forward for consideration under the bylaw process.

Carried Unanimously

BRING FORWARD  
COMMUNITY SERVICE  
AND MUNICIPAL  
CHARGES GRANTS

**2020-17-07**

It was duly moved and seconded  
THAT the 2020-2023 Capital Expenditure Plan be amended and the creation of a new capital project for the Whistle Bend Lift Station Pump Replacement be approved in the amount of \$95,000, funded by the federal Gas Tax program; and

THAT the 2020 to 2023 Capital Expenditure Program be amended to fund the total amount for the Whistle Bend Lift Station Pump Replacement project from the contingency reserve until an approved Gas Tax Transfer Payment Agreement has been received.

Carried Unanimously

BUDGET AMENDMENT  
FOR WHISTLE BEND  
LIFT STATION PUMP  
REPLACEMENT

**NEW AND UNFINISHED BUSINESS**

**2020-17-08**

It was duly moved and seconded  
THAT the 2020 operating budget be increased in the amount of \$46,000, funded by a gift from the Federation of Canadian Municipalities to cover the additional costs; and  
THAT a grant be authorized in the amount of \$46,000 to the Yukon Anti-Poverty Coalition for the “100 Homes Campaign”.

BUDGET AMENDMENT &  
GRANT AUTHORIZATION  
F.C.M. COVID-19  
HOMELESSNESS GIFT

Carried Unanimously

In response to questions raised, Kate Mechan, Implementation Manager for Safe at Home, provide a summary of how the program will work and confirmed that the Residential Landlord Association has been involved in discussions.

A council member noted that this gift is an acknowledgement of work that is being done in the community. The mayor noted that the City’s participation with the Association of Yukon Communities enables our membership with the Federation of Canadian Municipalities, and acknowledged the value of the participation of council members with the Association of Yukon Communities.

Discussion

**BYLAWS**

**2020-17-09**

It was duly moved and seconded  
THAT Bylaw 2020-12, a bylaw to provide for community service grants and grants for property taxes and other municipal charges for the year 2020, be given first reading.

**BYLAW 2020-12**

GRANT BYLAW  
Community Service and  
Municipal Charges  
FIRST READING

Carried Unanimously

**2020-17-10**

It was duly moved and seconded  
THAT Bylaw 2020-12 be given second reading.

SECOND READING

Carried Unanimously

**2020-17-11**

It was duly moved and seconded  
THAT Bylaw 2020-17, a bylaw to authorize a ten-year lease agreement with the Tennis Yukon Association, be given first reading.

**BYLAW 2020-17**

LEASE AGREEMENT  
Tennis Yukon Association  
FIRST READING

Carried Unanimously

**2020-17-12**

It was duly moved and seconded  
THAT Bylaw 2020-17 be given second reading

SECOND READING

Carried Unanimously

There being no further business, the meeting adjourned at 6:22 p.m.

**ADJOURNMENT**

## MEMORANDUM

FILE #: OCP-01-2020

TO: Mayor and Council  
FROM: Administration  
DATE: August 10, 2020  
SUBJECT: Public Hearing at Regular Council Meeting on August 10, 2020

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Please be advised there will be a public hearing at the regular council meeting of August 10, 2020, to hear from interested parties related to the following Official Community Plan amendment:

**Bylaw 2020-10, a bylaw to amend the 2010 Official Community Plan to allow for commercial/industrial development on a portion of the Upper Tank Farm property.**

In 2011, Environment Yukon designated the Tank Farm as a contaminated site which means it is subject to the Yukon Contaminated Sites Regulations under the *Environment Act*. It gives the Government greater authority over remediation activities on the property in order to ensure the protection of human health and the environment. The entire site is designated as Residential – Urban in the 2010 Official Community Plan and has been designated for long range residential development since the 1987 Official Community Plan.

In 2019, 3 Pikas, acting on behalf of the owner of the Tank Farm site, applied to amend the Official Community Plan to facilitate industrial/commercial development on a portion of the site. A public hearing was held on April 27, 2020. As a result of that public hearing, Council amended the bylaw prior to 2<sup>nd</sup> reading. Council also directed that a second public hearing be held on August 10, 2020.

Bylaw 2020-10 was amended on July 13<sup>th</sup>. Notices were published in the newspapers on July 17 and 24 and a copy of the notice was sent to the Minister of Community Services, as per the *Municipal Act*.

A total of 294 letters were sent to property owners within 1000 metres of the parcel. Yukon Government Land Client Services, Kwanlin Dün First Nation, Ta'an Kwäch'än Council, and the Hillcrest and Valleyview Neighbourhood Associations were notified by mail.

Kinden Kosick  
Planner II

cc: Director of Development Services  
Manager of Planning and Sustainability Services

## MEMORANDUM

FILE #: Z-10-2020

TO: Mayor and Council  
FROM: Administration  
DATE: August 10, 2020  
SUBJECT: Public Hearing at Regular Council Meeting – August 10, 2020

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Please be advised there will be a public hearing at the regular council meeting on August 10, 2020, to hear from interested parties related to the following zoning amendment:

**Bylaw 2020-25, an amendment to the Zoning Bylaw to allow living suites as a secondary use at 39 – 14<sup>th</sup> Avenue.**

The owners of the property located at 39 – 14<sup>th</sup> Avenue would like to build a living suite in their single detached home. A living suite is a separate, self-contained dwelling unit within a house. The applicant has requested a zoning amendment that would allow living suites as a secondary use.

Along with three adjacent lots, the subject property was created as part of a broader City-led infill project in 2011. These four lots are located beside the Guild Hall on 14<sup>th</sup> Avenue in Porter Creek.

Bylaw 2020-18 received 1<sup>st</sup> Reading on July 13<sup>th</sup>, 2020. Notices were published in the newspapers on July 17<sup>th</sup> and 24<sup>th</sup>. A total of 23 letters were sent to those who owned property within 100m of the subject property. Yukon Government Lands Department, Kwanlin Dün First Nation, and Ta'an Kwäch'än Council were also notified by mail of the proposed amendment.

Hannah McDonald  
Planner II

cc: Director of Development Services  
Manager of Planning and Sustainability Services  
Manager of Land and Building Services



## Minutes of the meeting of the City Planning Committee

<b>Date</b>	August 3, 2020	2020-18
<b>Location</b>	Council Chambers, City Hall	
<b>Committee Members Present</b>	Councillor Jan Stick – Chair Mayor Dan Curtis Councillor Dan Boyd Councillor Laura Cabott Councillor Jocelyn Curteanu Councillor Stephen Roddick	
<b>Absent</b>	Councillor Samson Hartland	
<b>Staff Present</b>	Linda Rapp, City Manager Krista Mroz, Acting Director of Community and Recreation Services Valerie Braga, Director of Corporate Services Patrick Ross, Acting Director of Development Services Lindsay Schneider, Acting Director of Human Resources Peter O’Blenes, Director of Infrastructure and Operations Catherine Constable, Manager of Legislative Services Greg Stone, Acting Manager of Planning and Sustainability Services Erica Beasley, Planner Norma Felker, Assistant City Clerk	

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Your Worship, the City Planning Committee respectfully submits the following report:

### **1. Public Hearing Report – Zoning Amendment – Whitehorse Copper IH Lot**

Kalojen Corporation, the owner of Pelly Construction Ltd., has applied to amend the zoning of their property in the Whitehorse Copper area. The company is seeking to relocate the Pelly Construction office headquarters and equipment storage from Industrial Road in Marwell to the Whitehorse Copper lot for consolidation of company activities.

At the public hearing, 15 written submissions were received – 12 in support and three opposed or expressing concerns. The primary concerns raised were traffic issues, particularly with the safety aspects of the property’s access connection to the Alaska Highway. The company has secured an access permit from the Yukon Highways and Public Works department to relocate and reconstruct the access road to provide a better sightline to the south for viewing north-bound traffic.

Concern was also raised about potential impacts to well water from contaminants generated at the proposed wash-bay facility. The company plans to collect the water used in the wash-bay and either transfer it to an approved on-site disposal area or remove it to an approved disposal facility. Other concerns raised included noise, increased traffic, loss of privacy for adjacent properties, and loss of property values. Changing the zoning of the parcel to a less intensive industrial use should result in less impacts than could be expected under the existing zoning.

**The recommendation of the City Planning Committee is**

THAT Bylaw 2020-26, a bylaw to amend the zoning of Lot 287 REM, Group 804 in the Whitehorse Copper area from IH-Heavy Industrial to IS-Service Industrial, and to amend the zoning of the road right-of-way located within the north-east corner of Lot 287 from PG-Greenbelt to IS-Service Industrial, be brought forward for second and third reading under the bylaw process.

**2. Development Incentive Agreement – 1306 Centennial Street**

The City has received an application for a Housing Development Incentive for the construction of eight rental housing units at 1306 Centennial Street in Porter Creek. This development meets the criteria for the Rental and Supportive Housing Development Incentive, and Administration is bringing a Development Incentive Agreement forward for Council approval.

Some members of the Committee commented on the effectiveness of the policy and expressed satisfaction with how the incentives are improving the availability of rental housing in the City. A concern was expressed about the cumulative costs of the incentives programs and administration was asked for clarification about the budgeting process.

**The recommendation of the City Planning Committee is**

THAT a Housing Development Incentive Agreement with 650139 NB Inc. with respect to an eight-unit rental housing development at 1306 Centennial Street be approved.

**3. Development Incentive Agreement – 53 Keewenaw Drive**

The owner of the property located at 51 Keewenaw Drive has applied for a Housing Development Incentive for the construction of twelve rental housing units. This is the second phase of development on this parcel. This development meets the criteria for the Rental and Supportive Housing Development Incentive, and Administration is bringing a Development Incentive Agreement forward for Council approval.

**The recommendation of the City Planning Committee is**

THAT a Housing Development Incentive Agreement with 45358 Yukon Inc. with respect to a 12-unit rental housing development at 51 Keewenaw Drive be approved.

**4. Development Incentive Agreement – 24 Wann Road**

The City has received an application for a Housing Development Incentive for the construction of four rental housing units at 24 Wann Road in Porter Creek. This development meets the criteria for the Rental and Supportive Housing Development Incentive, and Administration is bringing a Development Incentive Agreement forward for Council approval

**The recommendation of the City Planning Committee is**

THAT a Housing Development Incentive Agreement with Ralph McBryan with respect a four-unit rental housing development at 24 Wann Road be approved.



## Minutes of the meeting of the City Operations Committee

<b>Date</b>	August 3, 2020	2020-18
<b>Location</b>	Council Chambers, City Hall	
<b>Committee Members Present</b>	Councillor Laura Cabott – Chair Mayor Dan Curtis Councillor Dan Boyd Councillor Jocelyn Curteanu Councillor Stephen Roddick Councillor Jan Stick	
<b>Absent</b>	Councillor Samson Hartland	
<b>Staff Present</b>	Linda Rapp, City Manager Krista Mroz, Acting Director of Community and Recreation Services Valerie Braga, Director of Corporate Services Patrick Ross, Acting Director of Development Services Lindsay Schneider, Acting Director of Human Resources Peter O’Blenes, Director of Infrastructure and Operations Taylor Eshpeter, Manager of Engineering Services Catherine Constable, Manager of Legislative Services Arcadio Rodriguez, Acting Manager of Water and Waste Services Norma Felker, Assistant City Clerk	

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Your Worship, the City Operations Committee respectfully submits the following report:

**1. Crosswalk Painting Proposal – For Information Only**

Mellisa Murray submitted a written proposal to have the crosswalks at Front and Main painted to reflect the Black Indigenous and People of Colour flag and the Queer Trans Black Indigenous People of Colour flag. Her submission stated that the proposal supports one of the guiding principles of the Official Community Plan and a goal of the Sustainability Plan. She proposed that the City’s Operations department hold the responsibility of implementing this project, including funding, painting and future maintenance.

During discussion it was confirmed that City forces do not have the capacity or materials to implement this project in a timely manner. If timing is a key point, a temporary solution is possible, but as a permanent installation it would go through the budget process and be considered for installation in 2021.

**2. Contract Award – Landfill Phase II East**

The 2020 capital budget contains funds for the work required for the development of the east side of the Phase 2 cell at the City's Waste Management Facility. Three compliant bids were received in response to the tender issued. The low bidder is familiar with the scope of the work and has the knowledge, skill and experience to complete the project successfully. The prices submitted are reasonable, and there are sufficient funds in the capital budget to complete the project, funded by Gas Tax.

**The recommendation of the City Operations Committee is**

THAT Administration be authorized to award the contract for the Landfill Phase 2 East project to Cobalt Construction Inc., for a net cost to the City of \$ 373,709.50 plus GST.

**3. Local Content Weighting – City-wide Transportation Study RFP**

In June of this year council passed a resolution requiring council to set the weight allocation for the local content criteria on all requests for proposals under the Consulting Services Selection Procedures Policy. Engineering Services is preparing to release a request for proposals for consulting services for the City Wide Transportation Study.

It is proposed that the weighting for local content be set at 15 points, based on the rationale that this study is a large undertaking with the objective to find solutions to complex transportation engineering problems, some of which require strategic planning for future conditions to allow the City to grow. This requires specialized technical expertise and it is critical that the City secures a project team with a proven history in delivering exceptional transportation engineering and planning services. Therefore, a value driven approach is proposed to maximize the weighting criteria for the technical points of the evaluation, including factors such the project team, relevant experience and proposed methodology and approach.

**The recommendation of the City Operations Committee is**

THAT Administration be authorized to set the weighting for local content at 15 points in the request for proposals for consulting services for the City-Wide Transportation Study.



## Minutes of the meeting of the Community Services Committee

<b>Date</b>	August 3, 2020	2020-18
<b>Location</b>	Council Chambers, City Hall	
<b>Committee Members Present</b>	Councillor Jocelyn Curteanu – Chair Councillor Dan Boyd – Vice Chair Mayor Dan Curtis Councillor Laura Cabott Councillor Stephen Roddick Councillor Jan Stick	
<b>Absent</b>	Councillor Samson Hartland	
<b>Staff Present</b>	Linda Rapp, City Manager Krista Mroz, Acting Director of Community and Recreation Services Valerie Braga, Director of Corporate Services Patrick Ross, Acting Director of Development Services Lindsay Schneider, Acting Director of Human Resources Peter O’Blenes, Director of Infrastructure and Operations Catherine Constable, Manager of Legislative Services Program Lead Hand Keri Rutherford Norma Felker, Assistant City Clerk	

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Your Worship, the Community Services Committee respectfully submits the following report:

### **1. Recreation Grant Policy**

Through the Recreation Grant program, the City allocates approximately \$200,000 annually with funding from Lotteries Yukon and City funds. Almost \$3.9 million in recreation grants have been allocated since 2001. In 2019, the City hired a consultant to conduct a review of the existing policy and develop an updated policy that includes a clear and transparent process for decision making and also aligns with the 2018 Parks and Recreation Master Plan.

The Recreation Grant program provides funding to community organizations that support the City’s provision of recreation services. While the City recognizes that funds available through the program are valuable to community organizations and help them achieve their goals and objectives, the program is not intended to provide core funding for organizations.

The proposed policy includes updated eligibility criteria, funding categories and parameters, applicant accountability, decision making matrix, and a task force terms of reference.

A Committee member noted that under the new parameters some organizations may receive less operations and maintenance funding in the future and that may impact their ability to continue providing their services. Administration advised that a large portion of the funding allocated to these grants comes from Lotteries Yukon, and a change in Lotteries requirements limits the City's ability to provide funding for operations and maintenance costs. Recreation Services staff is committed to working with the various groups to find ways for them to use other funding categories.

**The recommendation of the Community Services Committee is**

THAT the new Recreation Grant policy be adopted as presented.



## Minutes of the meeting of the Public Health and Safety Committee

<b>Date</b>	August 3, 2020	2020-18
<b>Location</b>	Council Chambers, City Hall	
<b>Committee Members Present</b>	Councillor Stephen Roddick – Chair Councillor Jan Stick – Vice Chair Mayor Dan Curtis Councillor Dan Boyd Councillor Laura Cabott Councillor Jocelyn Curteanu	
<b>Absent</b>	Councillor Samson Hartland	
<b>Staff Present</b>	Linda Rapp, City Manager Krista Mroz, Acting Director of Community and Recreation Services Valerie Braga, Director of Corporate Services Patrick Ross, Acting Director of Development Services Lindsay Schneider, Acting Director of Human Resources Peter O’Blenes, Director of Infrastructure and Operations Catherine Constable, Manager of Legislative Services Norma Felker, Assistant City Clerk	

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Your Worship, there is no report from the Public Health and Safety Committee



## Minutes of the meeting of the Development Services Committee

<b>Date</b>	August 3, 2020	2020-18
<b>Location</b>	Council Chambers, City Hall	
<b>Committee Members Present</b>	Councillor Dan Boyd – Chair Councillor Jocelyn Curteanu – Vice Chair Mayor Dan Curtis Councillor Laura Cabott Councillor Stephen Roddick Councillor Jan Stick	
<b>Absent</b>	Councillor Samson Hartland	
<b>Staff Present</b>	Linda Rapp, City Manager Krista Mroz, Acting Director of Community and Recreation Services Valerie Braga, Director of Corporate Services Patrick Ross, Acting Director of Development Services Lindsay Schneider, Acting Director of Human Resources Peter O’Blenes, Director of Infrastructure and Operations Catherine Constable, Manager of Legislative Services Greg Stone, Acting Manager of Planning and Sustainability Services Norma Felker, Assistant City Clerk	

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Your Worship, the Development Services Committee respectfully submits the following report:

**1. COVID-19 Response: Street Eats Food Truck Event – For Information Only**

The Street Eats Food Truck Event has been hosted in the Downtown area since 2016. However, the usual location does not provide enough space for the physical distancing measures required by the Chief Medical Officer of Health, and the City is proposing that the 2020 event be moved to Shipyards Park.

Shipyards Park offers more space for adequate physical distancing for vendors and customers, and will help disperse crowd sizes. This location is being proposed for the 2020 event only. Future events will return to Steele Street if it is safe to do so.

It is proposed that this year’s event will run from August 24<sup>th</sup> to 28<sup>th</sup>, except on Thursday, August 27<sup>th</sup> when the Fireweed Community is held. The hours will be from 11:00 a.m. to 7:00 p.m.

The site will be roped off to reinforce a single point of entry and exit, and signage about physical distancing requirements will be posted. All vendors will be required to adhere to public health and safety requirements during the event.

In its messaging for the event, the City would encourage customers to come for food, but not to stay and visit. For vendors who offer online ordering, the City would encourage the use of this method of vending to reduce the number of customers on the event site at a given time.

Generally, vendors have voiced support for the proposed format.



## Minutes of the meeting of the Corporate Services Committee

<b>Date</b>	August 3, 2020	2020-18
<b>Location</b>	Council Chambers, City Hall	
<b>Committee Members Present</b>	Councillor Laura Cabott – Chair Councillor Stephen Roddick – Vice-Chair Mayor Dan Curtis Councillor Dan Boyd Councillor Jocelyn Curteanu Councillor Jan Stick	
<b>Absent</b>	Councillor Samson Hartland	
<b>Staff Present</b>	Linda Rapp, City Manager Krista Mroz, Acting Director of Community and Recreation Services Valerie Braga, Director of Corporate Services Patrick Ross, Acting Director of Development Services Lindsay Schneider, Acting Director of Human Resources Peter O’Blenes, Director of Infrastructure and Operations Taylor Eshpeter, Manager of Engineering Services Gloria Kasigazi, Acting Manager of Financial Services Catherine Constable, Manager of Legislative Services Norma Felker, Assistant City Clerk	

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Your Worship, the Corporate Services Committee respectfully submits the following report:

### **1. Budget Amendment and Contract Award – Puckett’s Gulch Stairs Project**

Funds were included in the 2020 capital budget for the rehabilitation of the stairs in Puckett’s Gulch at the end of Black Street. The project involves the removal of the existing structure, rehabilitation of metal components, replacement of wood components, installation of new screw pile foundations at the landings, lighting upgrades, re-grading for drainage, and revegetation of disturbed areas to prevent erosion. These stairs are an essential piece of the City’s active transportation infrastructure.

This is very specialized work and it was difficult to estimate the costs due to uncertainty in the market from a lack of historical pricing on similar work as well as the challenging site conditions along the escarpment. The fact that construction will likely extend into late fall and early winter may also have had an impact on the pricing. However, if the

work is not completed this year there is a risk that the stairs will need to be closed in the interests of public safety.

Two compliant submissions were received in response to the tender issued. The low bidder has the knowledge and skills to complete the work successfully, but the low bid was approximately 50% higher than estimated for the project.

An additional \$250,000 is required to complete this project. An application to increase the Gas Tax funding for the project will be sent to Government of Yukon and, pending the completion of the amended transfer payment agreement, funds will be drawn from the capital reserve.

Administration confirmed that the City has some room in its Gas Tax allocation and therefore no other projects have to be bumped or cancelled in order to fund this project. Committee members commended the benefits that the Gas Tax program provides to the City.

### **The recommendation of the Corporate Services Committee is**

THAT the 2020-2023 Capital Expenditure Plan be amended by increasing the 2020 Puckett's Gulch Stairs Rehabilitation project in the amount of \$250,000, funded from the capital reserve to cover the additional costs until an amended Gas Tax Transfer Payment Agreement is received; and

THAT Administration be authorized to award the contract for the Puckett's Gulch Stairs Rehabilitation project to Wildstone Construction Group for a net cost to the City of \$597,228.00 plus GST.

## **2. Procurement Policy** – For Information Only

The City's Purchasing and Sales Policy was adopted in 1998 and amended in 2011 to address sustainability. Changes over time in procurement law have necessitated a comprehensive review of the policy. Additional considerations include the provision of preference to local businesses as well as global trends towards sustainability, including environmental, social and economic factors.

The proposed policy is more comprehensive than the existing Purchasing and Sales Policy, and seeks to provide clarity to the public, Administration and Council regarding the procurement of goods, services and construction. It is intended to enhance fairness in the procurement process, and improve the confidence of vendors and tax payers in the City's procurement processes. It also aims to ensure a consistent, fair, transparent and publicly available process.

Administration proposes to begin implementation of the policy as of January 01, 2021. Deferred implementation will allow a procedures manual to be developed as will also provide time for training for both the vendor community and City employees. In addition, a deferred implementation date will allow for finalisation of an asset disposal policy to replace the "sales" content of the existing policy.

The Whitehorse Chamber of Commerce commented on the proposed policy in a written submission that requested clarification on a number of issues including how administration plans to track and report local spending. The Chamber also asked for information on how the proposed increase in the amount required for council approval will affect City procurements based on previous contracts.

It was duly moved and seconded  
THAT the meeting continue beyond three hours.

Carried Unanimously

Committee members asked questions about a number of provisions and definitions. A member also asked that council be provided with the answers to the Chamber's questions before the policy comes forward for a vote.

Administration advised that some minor changes and corrections could be incorporated prior to the policy coming forward for a vote. Therefore, the Policy will be included as an item of New and Unfinished Business at the next regular council meeting.

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## ADMINISTRATIVE REPORT

<b>TO:</b> Mayor and Council
<b>FROM:</b> Administration
<b>DATE:</b> August 10, 2020
<b>RE:</b> Contract Award – Alexander Street Landscaping

### ISSUE

Contract award for Alexander Street Landscaping

### REFERENCE

Request for Tender RFT 2020-062 Alexander Street Landscaping  
Purchasing and Sales Policy  
2020-2023 Capital Expenditure Plan 240c00317 Downtown Reconstruction – Alexander St

### HISTORY

A request for tender (RFT) was prepared to seek landscaping work for the Alexander Street reconstruction project between 2<sup>nd</sup> and 4<sup>th</sup> Avenues. The RFT is for work that includes installation of planting beds and trees, installation of bike racks, a small retaining wall, and pavers necessary to complete the landscaping work.

The RFT for Alexander Street Landscaping was advertised on the City's website and in local newspapers. The RFT documents were made available on July 17, 2020 via the City's e-procurement platform [www.whitehorse.bonfirehub.ca](http://www.whitehorse.bonfirehub.ca).

The tender closed on August 3, 2020 and one compliant submission was received from Lane's Yukon Yardworks Inc. with a bid of \$242,377.22, not including GST.

### ALTERNATIVES

1. Authorize Administration to award the contract as recommended
2. Refer the proposed award back to Administration for further analysis

### ANALYSIS

An internal review committee comprised of personnel from the Engineering Services and Financial Services departments checked the bid for completeness, mathematical errors, and proper tender security. Small mathematical errors were found and the total tendered price was formally confirmed with the bidder.

The review committee agreed that the low bidder is familiar with the scope of work and has the knowledge and experience to complete the work successfully. The prices submitted are reasonable and sufficient funds are available in the capital budget to complete this project. The majority of the funding is from the Building Canada Fund (BCF). The transfer payment agreement was extended to December 31, 2020, without the option to extend further. It should be noted that to make use of BCF funding source, the contract must be awarded on August 10, 2020 in order to complete the work in 2020.

### RECOMMENDATION (A mover and seconder will be required)

THAT Administration be authorized to award the contract for the Alexander Street Landscaping project to Lane's Yukon Yardworks Inc. for a net cost to the City of \$242,377.22 plus GST.

## ADMINISTRATIVE REPORT

<b>TO:</b> Mayor and Council
<b>FROM:</b> Administration
<b>DATE:</b> August 10, 2020
<b>RE:</b> Procurement Policy

### ISSUE

Draft Procurement Policy (revised)

### REFERENCE

2011-25-06 Purchasing and Sales Policy  
Administrative Report – Procurement Policy, February 17, 2020  
Administrative Report – Procurement Policy, August 3, 2020

### HISTORY

On August 3<sup>rd</sup>, 2020, Council reviewed a proposed Procurement Policy and commented on possible further revisions.

### ALTERNATIVES

1. Approve the proposed Procurement Policy and repeal the existing Purchasing and Sales Policy.
2. Refer the matter back to Administration.

### ANALYSIS

After the meeting package for the August 3<sup>rd</sup>, 2020 Standing Committee meeting was published and distributed, some inadvertent typographical errors were identified in the draft policy included in that package. In addition, Standing Committee discussions identified other possible clarifying amendments. In the version of the policy attached to this administrative report, all changes since the August 3<sup>rd</sup> version are highlighted.

Standing Committee members queried whether the policy should address the potential for the City to exclude a supplier engaged in a lawsuit with the City from participating in a procurement. Administration has considered that question and, given that section 7.2.1 Exclusion of Suppliers is permissive rather than obligatory, believes that the policy should state explicitly that exclusion of a supplier can be considered in that circumstance. The section as drafted does not imply that exclusion of the supplier must occur.

Section 7.2.1 as drafted provides that the supplier may apply to the city manager for a review. The section is silent on whether the supplier can also appeal to Council, and such an appeal is not precluded.

### ADMINISTRATIVE RECOMMENDATION (A mover and seconder will be required)

THAT the Procurement Policy be adopted as presented and the existing Purchasing and Sales Policy be repealed, effective January 01, 2021.

# CITY OF WHITEHORSE COUNCIL POLICY



## PROCUREMENT POLICY

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<b>Policy Number:</b>	<b>2020-03</b>
<b>Approved by:</b>	<b>Council Resolution _____ dated _____</b>
<b>Effective date:</b>	<b>January 1, 2021</b>
<b>Department:</b>	<b>Financial Services/Legislative Services</b>

### **PURPOSE**

The purpose of this policy is to set out the principles, procedures, roles and responsibilities for the City of Whitehorse's Procurement program.

### **1.0 POLICY AND PRINCIPLES**

#### **1.1 Policy Statements**

The City is committed to consistent, fair, accessible and transparent purchasing practices for the acquisition of Deliverables that ensure the City obtains Best Value and good outcomes for its expenditures on behalf of the public.

The City values continuous improvement and will strive to be a leader in advanced Procurement solutions that are efficient, quality-focused and consider the "total cost of ownership" where possible.

#### **1.2 Principles**

The City will acquire the Deliverables required to meet City needs through Procurement processes that reflect the following principles:

##### **a) Compliance**

The City's Procurement practices are consistent with applicable legislation, policy and procedures.

##### **b) Supplier Access, Transparency, and Fairness**

Access for qualified Suppliers to compete for the City's business must be publicly available and the Procurement process must be conducted in a transparent manner ensuring adherence to the highest standards of fairness and ethical conduct.

##### **c) Best Value**

Funds for City purchases are provided by the public, therefore the City is committed to achieve Best Value through consideration of the full range of Procurement formats and the adoption of commercially reasonable procurement practices.

d) **Efficient and Effective Procurement**

The City strives for efficiency and cost effectiveness in its Procurement practices and will endeavor to reduce the overall consumption of Goods and Services, where practicable.

e) **Local Procurement**

Local Procurement supports the local economy, therefore the City will procure from Local Businesses when Deliverables meet the City's specifications and are available locally at competitive prices, subject to the terms of any applicable territorial/provincial or national trade agreements.

f) **Sustainable Procurement**

The City intends to align its procurements with its existing sustainability practices, initiatives and plans, thereby advancing a corporate culture at the City that recognizes and places a priority on Economic Sustainability, Environmental Sustainability and Social Sustainability.

## 2.0 INTERPRETATION AND APPLICATION

### 2.1 **Definitions**

Whenever the singular, masculine or feminine is used in this Policy it shall be considered as if plural, feminine or masculine has been used where the context of the Policy so requires.

In this Policy:

**Administrative Directives** means directives issued by the City Manager in respect of practices and/or policies affecting City Procurements.

**Administrative Procedures** means procedures or guidelines issued by the Manager, Financial Services, that set out the procedural requirements to be carried out in fulfillment of this policy.

**Best Value** means the most advantageous combination of financial and non-financial factors that meet the Solicitation Document requirements; these factors may include:

- Quality, which is fitness for purpose, of the Deliverables;
- Delivery and performance commitments;
- Supplier experience, performance history, practices, risk and compliance management, and demonstrated ability to successfully perform the Contract;
- Economic Sustainability considerations;
- Environmental Sustainability considerations;
- Social Sustainability considerations;
- Total cost of ownership, which may consider factors such as:
  - Total Purchase or Contract price;
  - Administration and Contract management costs;
  - Payment terms;
  - Cost of delay or performance failures;

- Extensions, change orders, cost escalation;
- Additional features,
- Licensing costs;
- Limitations associated with proprietary or patent rights;
- Regular and ongoing maintenance;
- Warranty, parts and repair;
- Transition and training costs;
- Lifecycle costs; and/or
- Disposal value and disposal costs, including remediation.

**Bid** means a submission in response to a Solicitation Document, including proposals, quotations or responses.

**Bidder** means a Supplier that submits a Bid, and includes proponents and respondents.

**Bond** means a written agreement in which a surety company guarantees that a contractor will fulfill its obligations to a third party to perform certain works and in which, if the contractor defaults on its obligations, the surety company agrees to complete the obligations or pay for the completion costs to the third party.

**City Manager** means the chief administrative officer of the City, appointed by bylaw pursuant to the *Municipal Act*.

**Competitive Procurement Process** means Open Competitions, Invitational Competitions and any other form of competitive Procurement Process used by the City.

**Conflict of Interest** means a situation in which the personal interests of a Council member, officer or employee of the City come into conflict with, or appear to come into conflict with, the interests of the City.

**Construction** means construction, reconstruction, demolition, repair or renovation of a building, building fixture, structure or other civil engineering or architectural work and includes the preparation, excavation, drilling, seismic investigation, and the supply of products, materials, equipment and machinery related thereto.

**Contract** means a binding agreement by way of a purchase order or other formal agreement between the City and a Supplier that creates an obligation regarding Procurement of Deliverables. For the purposes of this policy, Contract does not include leases entered into by the City.

**Council** means the elected Council members of the City.

**Deliverables** means any Goods, Services, or Construction or a combination thereof.

**Director** means the City employee responsible for the specific division or unit of the City that is requisitioning the purchase of Deliverables.

**Economic Sustainability** means providing and enhancing the City services, infrastructure and conditions that sustain a healthy, diverse and resilient local economy in which businesses of all sizes, and their employees, can flourish.

**Emergency** means a sudden, unexpected, or impending situation that may cause injury, loss of life, damage to the property and/or significant interference with the normal activities of the City and which, therefore, requires immediate attention and remedial action. This includes a situation which may endanger the health and/or safety of any City employee or member of the public; and/or a situation which may jeopardize City property and/or threaten the maintenance of essential City services.

**Environmental Sustainability** means protecting and enhancing the climate, ecology and natural resources for future generations through approaches that reduce carbon dependency, enhance energy resilience, conserve energy and resources, and reduce waste and toxins. Related practices may include purchasing products that are durable, reusable, contain post-consumer, recyclable, non-toxic and/or non-petroleum or carbon-based content, minimize packaging, and/or are new environmentally preferable products.

**Fairness Monitor** means an independent third party whose role is to observe all or part of a procurement process, to provide related feedback on fairness issues to the City, and to provide an unbiased and impartial opinion on the fairness of the observed procurement process.

**Goods** means goods produced, manufactured, grown or otherwise obtained, used for a commercial purpose and distributed from a party.

**Invitational Competition** means a Competitive Process in which an invitation to submit Bids is issued to at least three Suppliers.

**Local Business** means a business that has a valid City or inter-municipal business licence and has a physical address located in the Yukon from which its business is conducted.

**Negotiated Competitive Procurement** means a competitive Procurement process that includes a negotiation/discussion phase with short-listed proponent(s) prior to the submission of a best and final offer.

**Open Competition** means the solicitation of competitive Bids using a publicly posted Solicitation Document.

**Procurement** means the acquisition of Deliverables by purchase, rental or lease.

**Procurement Office** means Financial Services staff responsible for the City's Procurement function.

**Procurement Supervisor** means the highest ranking Financial Services procurement staff person.

**Purchaser** means the person who, on behalf of the City, is initiating and overseeing the Procurement, and the general management of the Deliverables being procured.

**Purchasing Card** means the credit card provided by the City's Financial Services department with its use bound by the provisions of the Procurement Policy.

**RFX** means “request for X”, with X representing any of the formal Solicitation Documents used to obtain information or cost estimates for the Procurement of Deliverable, including request for proposal (RFP), request for quotation (RFQ), request for tender (RFT), request for prequalification (RFPQ), request for expression of interest (RFEOI) and request for information (RFI).

**Service Area** means a division, department or other organizational unit within the City’s administrative structure.

**Service Area Head** means the highest ranked position of a Service Area that is the primary user or coordinator of the Deliverables to be procured.

**Services** means services supplied or to be supplied by a person or business.

**Single Source Procurement** means purchases from a selected Supplier even though other Suppliers exists that provide similar Deliverables.

**Social Sustainability** means cultivating and sustaining vibrant, creative, safe, affordable and caring communities for the wide diversity of individuals and families that live in, work in and visit the City.

**Sole Source Procurement** means purchases where there is only one Supplier that provides the required Deliverable.

**Solicitation Document** means the document issued by the City to solicit Bids from Bidders, including an RFX.

**Standing Offer** means a written offer from a pre-approved Supplier to supply Deliverables to the City upon request, through use of an ordering process during a particular period of time, at a pre-determined price or discount, generally within a pre-defined dollar limit.

**Supplier** means a person or entity carrying on the business of providing Deliverables.

## **2.2 Application**

**2.2.1** This policy applies to all employees and other authorized personnel responsible for Procurement of Goods and Services for the City.

**2.2.2** This policy applies to the Procurement of all Deliverables with the exception of those listed in **Appendix A – Items Exempt from this Procurement Policy**.

**2.2.3** Procurement by the City may be subject to the provisions of applicable trade agreements. Where an applicable trade agreement is in conflict with this policy, the trade agreement shall take precedence.

**2.2.4** The City may participate in cooperative or joint Procurement initiatives with other entities where such initiatives are determined to be in the best interests of the City. If the City participates in such initiatives, the City may adhere to the policies of the entity conducting the Procurement process provided that such policies comply in spirit with this policy.

### **3.0 ROLES, RESPONSIBILITIES AND AUTHORITIES**

#### **3.1 Roles and Responsibilities of Council**

It is the role of Council to establish policy and approve expenditures through the City's budget approval process. Council monitors the outcomes of this Procurement Policy and may determine that amendments are warranted thereto. Council approves annual budgets and amendments thereto, as needed to fund Procurements.

Through this policy, Council delegates to the City's employees the authority to incur expenditures in accordance with approved budgets through the Procurement of Deliverables in accordance with the policy direction, rules and processes set out in this policy, and related protocols and procedures.

- 3.1.1** Council authorization shall be required prior to the commencement of Procurements with an estimated value of **\$500,000 or more** and of Procurements less than \$500,000 that are deemed to be of significant risk, involve security concerns or may be of significant community interest as recommended by the Purchaser and/or the Procurement Supervisor, or as identified by Council in response to the bi-monthly report under section **3.5.1** of this policy.

Prior to the commencement of such a Procurement, Administration will provide a report to Standing Committee providing details about the proposed Procurement including how it addresses the Principles set out at section 1.2 of this policy. Council may provide strategic direction regarding how the Procurement will address those principles .

- 3.1.2** For Procurements described in section 3.1.1 of this policy, during periods when a meeting of Council is unable to be convened due to lack of quorum and time is of the essence, authority shall be delegated to the City Manager.

#### **3.2 Conditions of Council's Delegated Authority**

- 3.2.1** Purchasers shall ensure that an approved budget exists for a proposed Procurement, that it conforms to this Purchasing Policy, that it does not violate any City policies or applicable law and that it will satisfy any applicable audit and documentation requirements of the City.
- 3.2.2** Subdividing, splitting or otherwise structuring Procurement requirements, processes or Contracts in order to reduce the value of the Procurement in any way or circumvent the requirements or intent of this policy is not permitted.
- 3.2.3** Failure to adhere to the requirements of this policy and to Administrative Directives or Administrative Procedures related to its implementation will lead to disciplinary action which may be up to and including termination of employment.

#### **3.3 Roles and Responsibilities of the City Manager and Employees**

##### **3.3.1** The City Manager:

- Implements and ensures compliance with this policy;

- Monitors policy outcomes and provides regular implementation reports to Council;
- Ensures that the policy is reviewed regularly and brings forward any recommended amendments for Council's consideration;
- Issues Administrative Directives as required to implement the policy; and
- Delegates spending authority limits to staff in accordance with this policy and all other applicable policies.

**3.3.2** The Director, Corporate Services:

- Monitors compliance with this policy and advises the City Manager when there has been non-compliance.

**3.3.3** The Manager, Financial Services:

- Monitors compliance with this policy and advises the Director, Corporate Services when there has been non-compliance;
- Determines whether Deliverables qualify for exemption under Appendix A – Items Exempt from this Procurement Policy;
- Approves and issues Administrative Procedures and/or guidelines required to implement this policy;
- Establishes, through consultation with the Procurement Office, standards for bid solicitations, Contracts and other Procurement-related documents;
- Implements financial controls that meet the City's audit requirements to ensure that those responsible for requisitioning and purchasing goods and/or services are held accountable for their decisions

**3.3.4** The Procurement Supervisor (or delegate):

- Provides advice and assistance to the City Manager, the Manager, Financial Services, Service Area Heads and City staff regarding the Procurement of Deliverables;
- Represents the City in the procurement function in dealings with City employees and Suppliers;
- Acts on the City's behalf from time to time in joint Procurement of Deliverables with other entities, agencies and municipalities;
- Develops, implements and maintains Administrative Procedures and processes required to implement this policy;
- Oversees the Procurement processes from inception through to award;
- When appropriate and feasible, standardizes and coordinates the procurement of Deliverables for multiple Service Areas;
- Monitors adherence to and compliance with the provisions of this policy and its associated procedures, and advises the Manager, Financial Services, when there has been non-compliance; and
- Maintains a repository of Contracts in accordance with existing City records management authorities and practices.

**3.3.5** Service Area Heads:

- Support the implementation of this policy in their respective Service Areas;
- Ensure compliance with this policy and advise the Procurement Supervisor when there has been non-compliance;
- Ensure approved budget funding is available for Service Area purchases;
- Delegate spending authority limits to staff in compliance with this policy and all applicable City policies and Administrative Directives;
- Promote conduct and communication with Suppliers and contractors that is fair, professional and respectful and provide technical assistance as required;
- Review and approve proposed departmental Solicitation Documents to ensure clarity, reasonableness and quality;
- Ensure open, fair and impartial processes for Procurement for the Service Area;
- Award and execute Contracts within the Service Area scope and budget and within the Service Area Head's signing authority; and
- Promote the standardization of Deliverables where that demonstrates and supports the objectives of this policy.

**3.3.6** Purchasers are responsible for complying with this policy and ensuring that procedures are consistently applied. The Purchaser:

- Prepares all specifications of the Solicitation Document;
- Ensures adequate time is allotted for the bidding process in order to meet the minimum posting requirement for a public Procurement;
- Issues purchase orders for Deliverables per spending limit protocols and authorities;
- Manages contracts to ensure Deliverables are received by the City and they comply with contract terms and conditions;
- Monitors all contract expenditures and ensures that all financial limitations have been complied with and that all accounts are paid within the times set out in the contract;
- Monitors and reports on the performance of suppliers; and
- Standardizes the use of goods and/or services, where such standardization demonstrates and supports the purposes, goals and objectives of this Policy.

**3.4** **Approval Authority and Spending Limit Protocols**

**3.4.1** Unless otherwise provided in this policy, Procurement expenditures shall be authorized in accordance with Appendix B – Procurement Authority Matrix.

**3.4.2** The City Manager may authorize delegations of the spending authorities set out in Appendix B – Procurement Authority Matrix.

**3.4.3** Delegated signing authorities approved by the City Manager may be authorized to enter into purchasing agreements that conform to this policy.

**3.4.4** Staff who have been delegated approval authority shall have no authority to delegate that authority to any other person. A staff member acting on behalf of another staff member shall have the authority of the position in which he or she is acting.

### **3.5 Reporting Requirements**

**3.5.1** On a bi-monthly basis, Administration will provide publicly to Council a list of forthcoming Procurements with an anticipated value greater than \$100,000.

**3.5.2** On a semi-annual basis, Administration will report publicly to Council regarding the outcomes of this policy, including at a minimum:

- Contract awards with a value of \$100,000 and over;
- Procurements with a value of over \$100,000 that have incorporated requirements related to Economic Sustainability, Environmental Sustainability and/or Social Sustainability in their Solicitation Documents;
- Procurements for which authority has been delegated to the City Manager pursuant to section 3.1.2 of this policy;
- Non-Competitive, Single Source or Sole Source Procurements with a value over \$50,000;
- Emergency Procurements, including their value;
- Pursuant to section 6.2 of this policy, contract extensions or renewals where the original contract contains no option for renewal, describing how the extension or renewal conforms to the requirements of this policy; and
- Instances of non-compliance with the policy and ensuing actions taken in each instance.

## **4.0 ETHICAL CONDUCT AND CONFLICTS OF INTEREST**

### **4.1 Conflicts of Interest**

The City's Procurement activities must be conducted with integrity and all individuals involved must act in a manner that is consistent with this policy and in accordance with applicable codes of conduct, e.g., the City's Employee Code of Conduct.

Conflict of Interest includes but is not limited to:

- Situations or circumstances that could give a Supplier an unfair advantage during a Procurement process or compromise the ability of a Supplier to perform its obligations under an agreement;
- The offer or giving of a benefit of any kind, by or on behalf of a Supplier, to anyone employed by or otherwise connected with the City.

Conflicts of Interest are not necessarily always wrong or unethical. However, they must be identified and managed appropriately to serve the public interest. Mismanagement or concealment of Conflicts of Interest may lead to accusations of corruption, fraud, or other criminal charges for individuals or entities involved.

As such, the City requires its Suppliers to act with integrity and conduct business in an ethical manner. The City may refuse to do business with any Supplier that has engaged in illegal or unethical business practices, has or fails to disclose an actual or potential Conflict of Interest or an unfair advantage, or fails to adhere to ethical business practices.

The City reserves the right to:

- Determine whether any situation or circumstance constitutes a Conflict of Interest, providing a substantiating rationale to the affected party or parties;
- Disqualify a Bidder from a Procurement process due to a substantiated Conflict of Interest;
- Require Bidders participating in a Procurement process to declare any perceived, actual or potential Conflict of Interest;
- Require Suppliers to avoid any Conflict of Interest during performance of their Contract obligations to the City and to disclose any Conflict of Interest that may arise;
- Prescribe the manner in which a Bidder or Supplier should resolve a Conflict of Interest;
- Terminate a Contract where:
  - A Supplier fails to disclose any actual or potential Conflict of Interest;
  - The Supplier fails to resolve its Conflict of Interest as directed by the City; or
  - The Conflict of Interest cannot be resolved.

Furthermore:

- Individuals participating in the evaluation of Bids must immediately declare and address any potential Conflict of Interest.

## **4.2 Supplier Conduct**

The City requires its Suppliers to act with integrity and conduct business in an ethical manner. The City may refuse to do business with any Supplier that has engaged in illegal or unethical bidding practices, has an actual or potential Conflict of Interest or an unfair advantage or fails to adhere to ethical business practices.

### **4.2.1 Illegal or Unethical Bidding Practices**

Illegal or unethical bidding practices include:

- Bid-rigging, price-fixing, bribery or collusion or other behaviors or practice prohibited by federal or provincial statutes;
- Offering gifts or favours to the City's officers, employees, appointed or elected officials or any other representative of the City;
- Engaging in any prohibited communications during a Procurement process;

- Submitting inaccurate or misleading information in a Procurement process; and/or
- Engaging in any other activity that compromises the City's ability to run a fair Procurement process.

**Bidders who contact members of Council regarding a Procurement while**

The City will report any suspected cases of collusion, Bid rigging or other offenses under the *Competition Act* to the Competition Bureau or other relevant authorities.

**4.3 Prohibitions**

**4.3.1** No Council member, appointed officer or City employee shall interfere in the Procurement process by knowingly causing or permitting anything to be done or communicated to anyone in a manner that is likely to cause any potential Supplier to have an unfair advantage or disadvantage in obtaining a Contract for **the supply of deliverables to the City.**

**4.3.2** Other than documents or information publicly available, Council members shall not be given documents or otherwise receive information related to a particular Procurement that is considered confidential and has a bearing on the outcome of a Procurement process while the Procurement process is under way. Bidders who contact members of Council regarding a Procurement while the Procurement process is under way will be directed to communicate with the contact person listed in the Solicitation Document.

For the purposes of this section, the Procurement process is understood to commence when the RFX is posted and to conclude when the contract award is communicated publicly. For greater certainty, **during this period** Council members will not have access to any Bid, or evaluation ranking or evaluation team report.

**4.3.3** No Deliverables shall be purchased from a Council member, officer or employee of the City or from any immediate relative or business or professional associate of that person, unless the extent of the interest of the Council member, officer or employee has been fully disclosed and the Procurement approved by:

- The Manager, Financial Services in the case of City employees; or
- By Council in the case of Council members or appointed officers.

**4.3.4** No employee or Council member shall utilize City assets, Contracts, Procurement processes or policies to obtain Deliverables for personal advantage except for Supplier-offered employee discount programs, or Deliverables procured on the City's behalf specifically for employee wellness or other human resource initiatives.

**4.3.5** Absolutely no gifts or favours are to be accepted by the purchasing representatives of the City in return for business or the consideration of business. City employees shall not **publicly** endorse one Supplier in order to give that Supplier an advantage over others.

## **5.0 PROCUREMENT PROCESSES**

### **5.1 Solicitation Documents**

Solicitation Documents are a key mechanism to give effect to the policy principles set out in section 1.2 of this policy and to enable the City to achieve Best Value. The terms and specifications, including evaluation criteria, set out in a Solicitation Document must take into consideration, and to the extent practicable, reflect and implement those policy principles.

The requirements contained in a Solicitation Document must be fair and reasonable in relation to the City's needs, and be written so as not to unreasonably limit Suppliers from submitting Bids by virtue of excessive or limiting standards or other criteria.

Solicitation Documents must include:

- All information material to the Procurement;
- All evaluation criteria that will be considered in the evaluation of the Bid; and
- Administrative matters such as the Procurement process dates, contact information, etc.

### **5.2 Low Value Procurement (Purchases Not Exceeding \$10,000)**

The Purchaser may directly select a Supplier, without obtaining quotes, however, the procedure used to purchase low value Deliverables shall otherwise be in accordance with this policy. Obtaining competitive quotes, although not required, remains a good business practice and should be done where practicable.

Purchases of low value Deliverables may be made using a properly authorized Purchasing Card, Purchase Order or petty cash.

### **5.3 Competitive Procurement Methods**

All purchases exceeding \$10,000 ordinarily must use an open, transparent, competitive selection process whereby competitive Bids are obtained.

#### **5.3.1 Invitational Competition (greater than \$10,000 to \$50,000)**

The Purchaser may directly obtain written quotes from a minimum of three Suppliers. Quotes obtained, or evidence of efforts towards obtaining quotes, must be documented and submitted to the Procurement Office. If the Purchaser has exhausted all efforts to obtain three quotes and can support this with documented evidence, a minimum of two written bids is acceptable if approved by the Manager, Financial Services.

A resulting Procurement must be approved by the Service Area Head or delegate.

The Deliverables shall be purchased through the issuance of a Purchase Order.

### **5.3.2 Request for Quotation (RFQ)**

Deliverables estimated at more than \$50,000 but less than \$100,000 may be handled by a RFQ when the requirement can be fully defined and an award selection made on the basis of total cost that meets all specifications, terms and conditions.

The Purchaser shall provide the Procurement Office with a purchase requisition form containing the relevant specifications, terms and conditions for Procurement of the Deliverables.

A resulting Procurement must be approved by the Service Area Head or delegate and the Procurement Office.

The Deliverables shall be purchased through the issuance of a Purchase Order.

### **5.3.3 Request for Tender (RFT) or Request for Proposal (RFP)**

An RFT or RFP must be used for any purchase valued over \$100,000 and may be used for lesser value purchases where appropriate.

- An RFT is used to solicit competitive Bids for Deliverables when the solutions, specifications, performance standard(s) and timeframe(s) are defined in the Solicitation Document. Tenders are typically awarded to the compliant Bidder with the lowest cost.
- An RFP is an alternative to the RFT, normally for the provision of Services, complex Goods or Construction, and allows the Bidder to propose a solution to the City's requirements, which may include providing unique skills. The selection of the successful Supplier is based on the evaluated overall Best Value to the City as defined via the specifications set out in the Solicitation Document.

An RFT shall be used where all of the following criteria apply:

- Two or more Suppliers are considered capable of supplying the Deliverables;
- Price is the only determining criterion;
- Market conditions are such that Bids can be submitted on a common pricing basis; and
- It is intended to accept the lowest priced compliant tender without negotiations.

Should those criteria not apply, another procurement method approved by the Procurement Supervisor will be used in place of the RFT.

For both RFTs and RFPs, the Purchaser shall provide to the Procurement Office a purchase requisition form approved by the Service Area Head containing the relevant specifications, terms and conditions for Procurement of the Deliverables.

A resulting Procurement requires the following approval:

- The Service Area Head or delegate, and the Procurement Office must jointly approve awards up to \$100,000.

- The Manager, Financial Services and Procurement Office must jointly approve awards greater than \$100,000 and up to \$500,000.
- The City Manager must approve awards greater than \$500,000.

The Deliverables shall be purchased through the issuance of a Purchase Order or a formal Contract, as applicable.

#### **5.3.4 Negotiated Competitive Procurement**

In some cases, typically when procuring major and/or complex Deliverables, a traditional RFP with specific requirements may not be possible, or beneficial for the City. This includes projects where a range of alternative proposed methods exist to meet the City's needs, while still meeting the basic requirements set out in the Solicitation Document. To make the most efficient and cost effective use of City resources, and limit the cancelling of RFPs, the City may choose to make use of a Negotiated Competitive Procurement.

The Negotiated Competitive Procurement process builds on the RFP process by including a phase during which shortlisted proponents engage in private dialogues with the City's evaluation committee members prior to submitting a best and final offer. The Negotiated Competitive Procurement steps will follow the RFP steps outlined in this Policy with the following changes:

- The RFP must state that a Negotiated Competitive Procurement process will be used.
- A short-list of Bidders will be established based on evaluation criteria in the RFP.
- Discussions/negotiations will be initiated with each Bidder regarding the Negotiated Competitive Procurement process, issues and concerns about the requirements set out in the RFP, and each Bidder's specific proposal.
- Following these structured discussions, all Bidders will be requested to provide their best and final offers.
- Revised proposals will be evaluated using the original evaluation criteria and evaluation team members.

The following will apply to all Negotiated Competitive Procurements:

- All Negotiated Competitive Procurements must be approved and led by the Procurement Office, with the involvement of staff of the Service Area procuring the Deliverable.
- No negotiations will take place unless the possibility of negotiations is expressly noted in the RFP Solicitation Document.
- Areas open for negotiation will be limited to areas chosen by the City.
- All proposals provided and subsequent negotiations will be treated confidentially; the City will ensure Bidders will not have access to another Bidder's proposal or Bid.

- All proponents will be treated equally throughout the process. Any changes or modifications made to requirements will be shared equally with all Bidders engaged in the competition.
- All short-listed proponents will be provided with an equal chance to provide a best and final offer.

### **5.3.5 Bid Evaluation**

The Procurement Office will evaluate all Bids to confirm compliance with the requirements set out in the Solicitation Document.

An evaluation team will be formed comprising at least two staff members, one of which will be the manager or designate of the Service Unit requisitioning the Deliverables. The evaluation team will conduct the evaluation of Bids in accordance with the evaluation methodology set out in the Solicitation Document.

In the case of a Negotiated Competitive Procurement, the evaluation team will form part of the negotiation team.

### **5.3.6 Local Preference in Price-Based Competitive Procurements**

In a price-based Competitive Procurement where the total purchase price up to \$100,000 and the Local Business's Bid meets the requirements set out in the Solicitation Document, the City will give preference to Procurement from a Local Business as follows:

- For Procurements valued at \$50,000 to \$100,000, where the Local Business's total Bid price is not more than 3% higher than the lowest compliant non-local Bid price;
- For Procurements valued at \$10,000 to \$49,999.99, where the Local Business's total Bid price is not more than 5% higher than the lowest compliant non-local Bid price; and
- For Procurements valued under \$10,000, where the Local Business's total Bid price is not more than 10% higher than the lowest compliant non-local Bid price.

### **5.3.7 Cooperative (joint) Procurement**

The Procurement Supervisor or delegate may make cooperative purchasing arrangements with other municipalities or public authorities under which particular Deliverables may be acquired by the City in conjunction with such other partners at a lower overall cost than they might otherwise achieve were they to proceed independently.

Because the cooperative arrangements may require the cooperation of multiple organizations with differing purchasing procedures, deviations from the requirements of this Policy are permitted in such cooperative arrangements provided that the principles set forth in this policy are fully respected.

Where the Procurement Supervisor has effected cooperative purchasing arrangements, Service Areas shall acquire the associated Deliverables in accordance with such cooperative arrangements and not otherwise.

The Manager, Financial Services may authorize exceptions from the foregoing in extenuating circumstances.

#### **5.4 Non-Competitive Procurement Methods**

Situations will arise where use of a Competitive Procurement Process is not practical or possible. Any consideration to use a non-competitive selection process must be taken carefully and with an honest view of the conditions surrounding the purchase.

Note that the following situations will not be considered valid reasons for Non-Competitive Procurement:

- Where a Purchaser simply has a preference for a particular brand or supplier;
- Where insufficient time was allowed for the normal Procurement process to occur, or where there was a lack of planning for the purchase; and/or
- Where a Supplier is chosen solely because they were already engaged in the past to provide similar Deliverables.

A Notice of Intent to Award should be posted publicly for a minimum of seven days prior to contracting a Non-Competitive Procurement (except in the case of an Emergency) when the value of the total Contract would be more than \$50,000.

##### **5.4.1 Procurements in an Emergency**

When a Service Area Head is of the opinion that an Emergency warrants a non-competitive, Single Source Procurement for Deliverables necessary to respond to and remedy the situation, the Service Area's Director may authorize such a Procurement of Deliverables necessary to respond to and remedy the situation and may award the necessary Contract provided that the value of the Contract does not exceed \$100,000.

If a list of pre-qualified Suppliers is available, it will be used to select the Supplier.

Where the extent or severity of the Emergency warrants a non-competitive Single Source Procurement likely to be in excess of \$100,000, the City Manager may award the necessary Contracts for the purchase of such Deliverables as considered necessary to remedy the situation without regard to the requirement for a bid solicitation provided that the City Manager is satisfied that adequate funds may be appropriated from accounts within the Council approved budgets.

##### **5.4.2 Single Source Procurement**

Single Source Procurement may be used if the Deliverables are available from more than one source, but there are valid and sufficient reasons for selecting one Supplier in particular, as follows:

- An attempt to acquire the required Deliverables using a Competitive Procurement Process has been made in good faith, but has failed to identify more than one willing and compliant Supplier;
- The nature of the requirement is such that it would not be in the public interest to solicit competitive Bids, as in the case of security or confidentiality matters;
- Construction, renovations, repairs, maintenance etc. in respect of a building leased by the City may only be done by the lessor of the building, in accordance with a lease agreement;
- The required Deliverables are to be supplied by a particular Supplier having specialized knowledge, skills, expertise or experience;
- Goods are purchased under circumstances which are exceptionally advantageous to the City, such as in the case of a bankruptcy or receivership;
- It is advantageous to the City to acquire the Deliverables from a Supplier pursuant to a procurement process conducted by another public body;
- It is advantageous to the City to acquire the Deliverables directly from another public body or public service body;
- Another organization is funding or substantially funding the acquisition and has determined the Supplier, and the terms and conditions of the commitment into which the City will enter are acceptable to the City;
- The acquisition is for a particular brand of Deliverables that are intended solely for resale to the public and no other brand is desirable and the brand is not available from any other source;
- Where due to abnormal market conditions, the Deliverables required are in short supply; or
- The acquisition is for entertainment at a City event.

#### **5.4.3 Sole Source Procurement**

Sole Source Procurement may be used if the Deliverables are available from only one Supplier by reason of:

- Statutory or market-based monopoly;
- A Competitive Procurement Process is precluded due to the application of any Act or legislation or because of the existence of patent rights, copyrights, technical secrets or controls of raw material, and no alternative exists;
- The Deliverable (item, service, or system) is unique to one Supplier and no alternative or substitute exists; or
- There is a need for compatibility with Deliverables previously acquired or the required Deliverables will be additional to similar Deliverables being supplied under an existing Contract (e.g., warranty extension, compatibility with an existing technical system, or renewal of software licences).

#### **5.4.4 Authorization of Single Source and Sole Source Procurements**

The following approvals are required for the use of Single Source and Sole Source Procurements:

- Value less than \$10,000 – additional approval not required;
- Value \$10,000 to \$50,000 – Manager, Financial Services and Service Area Director approval;
- Greater than \$50,000 – Service Area Director and City Manager approval.

#### **5.5 Other Procurement Methods**

The following methods of Procurement may be used with the assistance of the Procurement Office.

##### **5.5.1 Gathering Information**

###### **a) Request for Information (RFI)**

The purpose of an RFI is to gather general supplier or product information and gather information regarding the interest of the supplier community for a potential business opportunity. This method may be used when researching a contemplated Procurement and the characteristics of an ideal solution are still unknown.

Responses to an RFI typically contribute to the Competitive Procurement Process, are non-binding, and may lead to an issuance of an RFX. An RFI should be utilized for resolving targeted questions about the required acquisition, market sounding, seeking combinations of industry leading practices, suggestions, expertise and reciprocate concerns and additional questions from respondents. The information collected may also facilitate the selection of the best method of Procurement.

###### **b) Request for Pre-Qualifications (RFPQ)**

An RFPQ is used to gather information regarding Suppliers' capability, capacity and qualifications, with the intention of creating a list of pre-qualified Suppliers. An RFPQ is not a legal offer to contract but only an invitation for suppliers to make offers to the City.

This process is intended to reduce effort devoted to the Competitive Procurement Process and may be considered in the following circumstances:

- The work will require substantial project management by the City and could result in a significant cost to the City if the Supplier is not appropriately experienced.
- The Deliverables to be purchased must meet national safety standards.
- The work involves complex, multi-disciplinary activities, specialized expertise, equipment, materials or financial requirements.

- There could be substantial impact on the City's operations if the work is not satisfactorily performed the first time.
- Any other circumstances deemed appropriate by the Procurement Office and Service Area Head.

An RFPQ shall be provided to potential Suppliers that establishes the criteria for pre-qualification, which may include, but are not limited to:

- Experience on similar work (firm and staff assigned);
- References provided from other customers for similar work;
- Verification of applicable licences and certificates;
- Health and safety policies and staff training; and/or
- Financial capability.

The time frame during which pre-qualification will apply may vary depending on the Deliverable. The RFPQ will state the duration of the resulting pre-qualification list.

**c) Request for expression of interest (RFEOI)**

An RFEOI is used to help assess interest in a particular project when the number of players, market size, or approach to solving a problem is largely unknown. An RFEOI can help in determining the availability of potential Suppliers, compiling a list of Suppliers or determining potential scope of work. An RFEOI may be used as a pre-condition of any Procurement method used by the City.

The receipt of an expression of interest does not create any obligation between the potential Supplier and the City.

**5.5.2 Standing Offer Agreements (SOA)**

An SOA is an acquisition method that may be used when it is anticipated that there will be a repetitive need for Deliverables. SOAs support timely purchases and to allow the City to take advantage of predetermined prices or discounts. An SOA is not a Contract; it is an offer made by the Supplier to supply Goods and/or Services at pre-arranged prices, under specified terms including the time frame during which the SOA will apply.

SOAs should only be set up with trusted suppliers, ordinarily selected using a Competitive Procurement Process subject to the stipulations of this policy, including those for Supplier performance management.

The time frame during which an SOA will apply may vary depending on the Deliverable. The terms of the SOA will state the duration for which it applies.

**5.6 Purchasing Cards**

Permanent employees of the City may be issued Purchasing Cards to use for low-value Deliverables based on the need to purchase for the City; the card may be revoked based on change of assignment or location.

Benefits of the Purchasing Card program accrue at the City level by reducing the number of invoices and electronic funds transfer processed and at the Supplier level by reducing their invoicing to the City and the turnaround time for payment.

No employee shall use a Purchasing Card unless authorized by the employee's Service Area Head. Any use of a Purchasing Card shall be in accordance with this Policy and all other applicable City bylaws and policies.

All Purchasing Cards issued will have a predetermined 'single transaction limit' and a 'monthly credit limit' as determined and authorized by the applicable Service Area Head and the Procurement Supervisor. All Purchasing Cards will be blocked from obtaining cash advances.

The dollar limit for individual purchases and monthly spending limit for each employee will be determined by the Service Area Head based on their expected frequency and type of Procurements. Cardholder limits for single or monthly transactions exceeding \$10,000 must be approved in writing by the Manager, Financial Services.

The City assumes liability for all authorized charges on the Purchasing Cards, not the individual cardholder.

#### **5.6.1 Responsibilities and Restrictions**

A Purchasing Card shall not be used:

- For purchases other than for City requirements;
- By anyone other than the named cardholder;
- For any purchase of Deliverables that are prohibited under this policy or any other City bylaw or policy;
- When the total purchase price exceeds the single purchase limit on the card; and/or
- To process refunds in the form of Supplier credits or gift cards.

Individual transactions are not to be subject to splitting or stringing, i.e., the practice of making multiple Purchasing Card transactions to circumvent delegated authority levels or to bypass the City's Competitive Procurement Process.

Employees will use Purchasing Cards solely for City business and not for personal purchases or to secure advantage, benefit, favor, or service for self, relatives, friends or associates.

Misuse of the Purchasing Card and/or failure to meet any of the cardholder's responsibilities may result in cancellation of the employee's authority to use a Purchasing Card and/or further disciplinary action up to and including termination of employment.

#### **5.7 Notification of Procurement Opportunities**

Notification of competitive Procurement opportunities exceeding \$50,000 shall be made by open, electronic tendering means. Competitive Procurement opportunities below this threshold may also be made by means of open,

electronic tendering, but it is not obligatory. Notifications should be posted for a minimum of 21 calendar days unless otherwise specified by the Manager, Financial Services.

Notification of competitive Procurement opportunities by means of open, electronic tendering may be complemented by other means where appropriate, e.g., newspaper advertising. If means other than electronic tendering is used for notification of Procurement opportunities, consideration shall be given to ensuring wide dissemination and equal opportunity for Suppliers.

Source lists may be maintained by the Procurement Office on an exception basis for specific Deliverables if open, electronic tendering or other notification means will not notify the specific Supplier community of the opportunity.

## **6.0 CONTRACTING**

### **6.1 Contract Management**

Once a Procurement award has been completed, whether by Contract, Purchase Order or other form of agreement, the City is legally committed to proceed with the purchase. That commitment can only be rescinded with the negotiated agreement of the Supplier. The negotiation process would incur costs for the City, and the likelihood is high that the negotiated agreement would include a financial penalty payable by the City. Such a situation is always to be avoided.

- All Contracts, Solicitation Documents and addenda or amendments thereto, notices of Contract awards, Bonds, letters of credit, notices of intent to Contract, change orders, Purchase Orders, renewals, extensions, and any other forms of commitment and Contracts will be on terms and conditions approved by the Manager, Financial Services. Any material deviation from the approved terms and conditions of any document may require review by the City's legal counsel under the direction of the Manager, Financial Services.
- All Contracts must be endorsed by the Supplier prior to being endorsed by the City.
- Service Area staff are responsible for providing the Procurement Office with any Contract-related documentation, including change documentation, in a timely manner, to enable Contract changes to be prepared appropriately.
- Contract durations shall be limited to a maximum of five years, including option years, unless otherwise approved by Manager, Financial Services and the City Manager.
- The award of a Contract may be made by way of an agreement or a Purchase Order.
  - A Purchase Order is to be used when the resulting Contract is straightforward and will contain the City's standard terms and conditions.
  - A formal agreement is to be used when the resulting Contract is complex and will contain terms and conditions other than the City's standard terms and conditions.

- Where a formal agreement is issued, the Purchaser will also issue a purchase order incorporating the formal agreement.
- It shall be the responsibility of the Service Area Head or Director, with input from the Procurement Office, to determine if it is in the best interest of the City to establish a formal agreement with the Supplier.
- Where a formal agreement is required, as a result of the award of a Contract by delegated authority, the Service Area Head shall execute the agreement in the name of the City.
- The Procurement Office will maintain all records and relevant supporting documents for Procurement Contracts in accordance with the City's records management authorities and practices.

## **6.2 Exercise of Contract Renewal Options**

Where a Contract contains an option for renewal, the Purchaser may authorize the Procurement Office to exercise such option provided that:

- The Supplier's performance in supplying the Deliverables is considered to have met the requirements of the Contract; and
- The Purchaser and Procurement Office agree that the exercise of the option is in the best interests of the City.

Where a Contract contains no option for renewal, the Procurement Office may extend the Contract for a period of time no greater than two years from the date of expiration provided that **all** of the following conditions are met:

- The Supplier's performance has met or exceeded the requirements of the Contract;
- The total cumulative Contract duration does not exceed five years, unless otherwise approved by the Manager, Financial Services and the City Manager;
- The Procurement Office and Purchaser agree in a written explanation that the renewal is in the best interests of the City based on market conditions or an analysis of future conditions, and that cost savings or cost avoidance can be obtained by a renewal; and

Pursuant to section 3.5.2 of this policy, a report will be provided to Council describing how the above-noted conditions have been met.

Inflationary increases for Contract renewal shall be limited to the annual Consumer Price Index for Whitehorse, Yukon, unless the Supplier can demonstrate that the Supplier's costs have increased significantly from the original Contract price and the Supplier's cost increases can be independently verified by the City.

## **6.3 Contract Amendments and Revisions**

No amendment or revision to a Contract shall be made unless the amendment is in the best interests of the City as approved by the Procurement Office.

No amendment that changes the price of a Contract shall be agreed to without a corresponding written change in requirement or scope of work, a copy of which shall be provided to the Procurement Office once it is approved by the Service Area Head.

Purchasers and the Procurement Office may authorize amendments to Contracts provided that the total amended value of the Contract, including all cumulative changes, is within the approval authority of the Purchaser. Where expenditures for the proposed amendment combined with the price of the original Contract exceeds Purchaser authority, the change must be escalated to the authority authorized to approve the total value.

#### **6.4 Guarantees of Contract Execution and Performance**

The Solicitation Document may require that a Bid be accompanied by a Bond or other similar security to guarantee entry into a Contract. In addition, the successful Supplier may be required to provide:

- A performance Bond to guarantee the faithful performance of the Contract; and/or
- A payment Bond to guarantee the payment for labor and materials to be supplied in connection with the Contract.

Ordinarily, the City will require a Bond for Construction Contracts valued at \$500,000 or higher.

The Purchaser and Procurement Office may select the appropriate methods to guarantee execution and performance of the Contract. Methods may include one or more of, but are not limited to, financial Bonds or other forms of security deposits, provisions for liquidated damages, progress payments, and holdbacks.

The Purchaser and Procurement Office shall ensure that the guarantee methods selected will:

- Not be excessive but sufficient to cover financial risks to the City;
- Provide flexibility in applying leverage on a Supplier so that the penalty is proportional to the deficiencies; and
- Comply with applicable statutes and regulations.

Financial Bonds for Contract performance shall only be required where the City will be exposed to costs if the Supplier does not complete the requirements of the Contract.

### **7.0 OTHER PRACTICES**

#### **7.1 Fairness Monitoring**

The Procurement Office, through its involvement in and monitoring of the Procurement process and practices, generally has the responsibility to oversee that Procurements are conducted in a fair and consistent manner, free of conflict and/or bias.

However, when planning a specific Procurement, the City may consider the use of an independent Fairness Monitor where an enhanced assurance of fairness is desired. This will generally be reserved for complex Procurements, typically, although not always, with a high value. A staff request to hire a Fairness Monitor must be documented, with a supporting rationale, and must be approved by the City Manager. Council may also request the use of a fairness monitor.

Where the use of a Fairness Monitor can be anticipated, the associated cost should be included in the project budget. Otherwise, a budget amendment may be required.

## **7.2 Supplier Management**

A Service Area Head may monitor and document annually the performance of Suppliers providing Deliverables with a value greater than \$50,000. Service Area Heads/Purchasers will be responsible to document Supplier performance in the Contract file by means of a Supplier performance evaluation form.

The Service Area Head shall document evidence and advise the Procurement Office in writing where the performance of a Supplier has not satisfactorily met Contract specifications, or for health and safety violations.

In the event of poor Supplier performance, the Procurement Office and Service Area Head/Purchaser will develop a Supplier performance corrective action plan, with the participation of the Supplier, in an effort to bring performance back to an acceptable level. If acceptable performance is not restored, the City Manager may take appropriate action to reduce risk to the City, including terminating a Contract, and prohibiting the unsatisfactory Supplier from bidding on future Contracts.

Supplier performance records will be posted internally on the City's intranet for three years, and shall be reviewed by all Service Area Heads or Purchasers prior to the acceptance of any Bid. A Bid received from a Supplier whose performance is deemed unsatisfactory will not be accepted, unless otherwise approved by the City Manager.

For the purposes of this section, the term "Supplier" may include any principal, director or officer of that Supplier, whether submitting Bids directly or indirectly through another legal entity.

### **7.2.1 Exclusion of Suppliers**

The City may, in its absolute discretion, exclude a Supplier from participating in a Procurement process or reject a Supplier's Bid, providing the Supplier with a written explanation for the exclusion and setting out applicable terms, if:

- The Supplier has failed to demonstrate that it has met the requirements of a performance corrective action plan intended to bring performance back to an acceptable level or other Supplier management plan initiated by the City;
- The Supplier has failed to declare a potential Conflict of Interest when responding to a Solicitation Document; and/or

- The Supplier, or any of its officers or directors has been engaged in, or is currently engaged in, directly or indirectly, a lawsuit against the City, its employees or elected officials or appointed officers in relation to:
  - any other Procurement process;
  - any other Contract for Deliverables; and/or
  - any matter arising from the City's exercise of its powers, duties, or functions.

A Supplier subject to such an exclusion may apply to the City Manager for a review of the exclusion.

### **7.3 Bid Dispute Resolution**

All Bidders shall have an opportunity to advise the Procurement Office, prior to the deadline of the enquiries as outlined in the Solicitation Document, if a Bidder needs to address any discrepancies, errors, concerns and/or omissions in the Solicitation Document, or if they have any questions or clarifications needed.

After the award of the Contract, Bid challenges pertaining to those matters shall not be considered by the City.

Suppliers who have submitted an unsuccessful Bid in a Procurement process will be offered the opportunity for a thorough debriefing. The goal of the debriefing is to assist Suppliers in improving their proposals for future projects. The debriefing will only discuss the Supplier's point rating in the Bid evaluation. Areas for improvement will be discussed on a comparative basis only, without divulging the point values of other Suppliers or any proprietary information. Debriefings may be either verbal or written at the discretion of the Service Area Head and Procurement Supervisor.

In the instance of a Bid dispute which has not been resolved through a Supplier debrief, the City shall put into place a Bid challenge panel to review the Bid dispute, comprising:

- A representative of Procurement Office;
- A representative of the Service Area requesting the Procurement;
- The Manager, Financial Services
- Any other party deemed appropriate which may include an independent, non-City employee.

The Bid challenge panel's responsibilities include, but are not limited to, reviewing and making decisions on Bid irregularities or other issues pertaining to a Bid.

### **REPEAL OF EXISTING POLICY**

The Purchasing and Sales Policy adopted by Council resolution 2018-22-05, including all amendments thereto, is hereby repealed.

### **FORCE AND EFFECT**

This policy shall come into full force and effect on January 1, 2021.

**Supporting References**

*Municipal Act* RSY 2002, c.154

**History of Amendments**

<b>Date of Council Decision</b>	<b>Reference (Resolution #)</b>	<b>Description</b>
August 10, 2020	2020-18-	Initial Approval Date

**Appendix A – Items Exempt from this Procurement Policy**

The purchasing methods described in the Procurement Policy do not apply to the following:

1. Councilor/Employee Training and Education
  - a) Registration, accommodation and tuition fees for conferences, conventions, courses and seminars
  - b) Magazines, books and periodicals
  - c) Memberships
  - d) Staff development or workshops
2. Refundable Councilor/Employee Expenses
  - a) Advances
  - b) Meal allowances
  - c) Travel
  - d) Miscellaneous expenses
3. Employee/Employer's General Remittances/Expenses
  - a) Payroll deduction remittances
  - b) Council/Committee/Employee remuneration
  - c) Licences/Memberships
  - d) Agencies
  - e) Damage claims
  - f) Insurance premiums
4. Other
  - a) Levies
  - b) Utilities
  - c) Postage
  - d) Bailiff or collection agencies
  - e) Licensing
  - f) Any payments required to be made by the City under statutory authority
  - g) Inventory for resale (sale price of items is under \$5)
  - h) Banking services
  - i) Debt payments
  - j) Borrowing/debt arrangements
  - k) Payment of damages or settlements
  - l) Petty cash replenishments
  - m) Insurance
  - n) Legal services
  - o) Hiring of negotiators, internal investigators, or actuaries
  - p) Property assessments

**Appendix B – Procurement Authority Matrix**

Applicable taxes and duties shall be excluded in determining the Procurement limit of the Approval Authorities listed below. An Approval Authority may authorize a delegate, subject to section 3.4.4 of this policy.

<b>Dollar Value</b>	<b>Tool / Procurement Process</b>	<b>Approval Authority (lowest level)</b>	<b>Policy Section</b>
Petty Cash Under \$100	Petty Cash Voucher	Service Area Head (or delegate)	5.2
Under \$10,000	Purchasing Card Purchase Order	Service Area Head (or delegate)	5.2
Greater than \$10,000 to \$50,000	Informal Quotation (3 written quotes)/Invitational competition	Service Area Head (or delegate)	5.3.1
Greater than \$50,000 to \$100,000	RFQ / RFP / Negotiated Competitive Procurement	Service Area Head (or delegate) <b>and</b> Procurement Office	5.3.2 5.3.4
Greater than \$100,000 to \$500,000	RFP / RFT/ Negotiated Competitive Procurement	Manager, Financial Services (or delegate) <b>and</b> Procurement Office	5.3.3 5.3.4
Greater than \$500,000	RFP / RFT/ Negotiated Competitive Procurement	City Manager (or delegate)	5.3.3 5.3.4
Greater than \$10,000 to \$50,000	Single Source or Sole Source	Director (or delegate) <b>and</b> Manager, Financial Services	5.4.4
Greater than \$50,000	Single Source or Sole Source Notice of Intent to Award	Director (or delegate) and City Manager (or employee with delegated authority for approval)	5.4.4
Under \$100,000	Emergency Procurement	Director (or delegate)	5.4.1
Greater than \$100,000	Emergency Procurement	City Manager (or delegate)	5.4.1
Total cumulative value under \$100,000	Contract Amendment / Revision	Procurement Office <b>and</b> Service Area Head (or delegate)	6.3
Total cumulative value greater than \$100,000 to \$500,000	Contract Amendment / Revision	Manager, Financial Services <b>and</b> Director (or delegate)	6.3
Total cumulative value greater than \$500,000	Contract Amendment / Revision	City Manager (or delegate)	6.3

# **CITY OF WHITEHORSE**

## **BYLAW 2020-12**

A bylaw to provide for community service grants and grants for property taxes and other municipal charges for the year 2020

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WHEREAS section 245 of the *Municipal Act* (R.S.Y. 2002) provides that council may by bylaw make grants to any person or association of persons; and

WHEREAS council adopted a policy to provide grants with respect to municipal taxes or rent paid in lieu of taxes to charitable, non-profit, recreational and religious Whitehorse organizations that are primarily concerned with providing services to disadvantaged members of the community; and

WHEREAS the policy also provides for grants with respect to municipal taxes or rent paid in lieu of taxes to eligible Whitehorse organizations that provide general services to the community, including but not limited to animal shelter facilities, museums, and organizations that lease municipally-owned property; and

WHEREAS council has established a policy of granting other specific municipal charges to non-profit charitable and recreational organizations that lease municipally-owned property;

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

1. Grants for property taxes and other municipal charges in the amount of \$173,195.62 are hereby authorized as detailed in Appendix "A" attached hereto and forming part of this bylaw.
2. This bylaw shall come into full force and effect upon the final passing thereof.

**FIRST and SECOND READING:** July 27, 2020

**THIRD READING and ADOPTION:**

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Mayor

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Assistant City Clerk

## Community Service & Municipal Charges Grants Bylaw 2020-12

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### Appendix "A"

Roll Number	Applicant	Grant
3701011150	Biathlon Yukon	\$3,435.60
3011000300	Boys and Girls Club of Yukon	\$2,713.73
3011450400	DUGS (Downtown Urban Gardens Society)	\$485.31
3011000300	Food Bank Society of Whitehorse	\$9,399.24
3015060202	Golden Age Society	\$5,260.89
3100169300	Guild Society	\$17,737.02
3010380800	Hospice Yukon Society	\$1,987.34
3460007600	Humane Society Yukon	\$7,354.80
3015051300	Kaushee's Place Housing Society	\$13,196.30
3460007500	LDAY (Learning Disabilities Association Yukon)	\$1,248.23
3010071800	MacBride Museum Society	\$42,211.34
3011230200	Maryhouse	\$2,597.81
3010461100	Royal Canadian Legion – Whitehorse Branch 254	\$9,059.19
3110110800	Softball Yukon	\$24,330.37
3180523100	Softball Yukon: Ball Diamond Robert Service	\$755.01
3010421100	Victoria Faulkner Women's Centre	\$2,453.62
3013050700	Whitehorse Aboriginal Women's Circle	\$11,031.66
3701011140	Whitehorse Rifle and Pistol Club	\$5,801.42
3114041200	Yukon Broomball Association	\$3,875.50
3180126700	Yukon Cross Country Motorcycle Association	\$1,068.31
3015050600	Yukon Women's Transition Home Society	\$7,192.94
<b>Grand Total</b>		<b>\$173,195.62</b>

**CITY OF WHITEHORSE**

**BYLAW 2020-17**

A bylaw to authorize a lease agreement.  
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WHEREAS section 265 of the *Municipal Act* (2002) provides that Council may pass bylaws for municipal purposes respecting the municipality's leasing of any real or personal property; and

WHEREAS Council deems it desirable to enter into an agreement with the **Tennis Yukon Association** for the lease of a parcel of land for a ten-year period from September 1, 2020 to and including August 31, 2030;

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

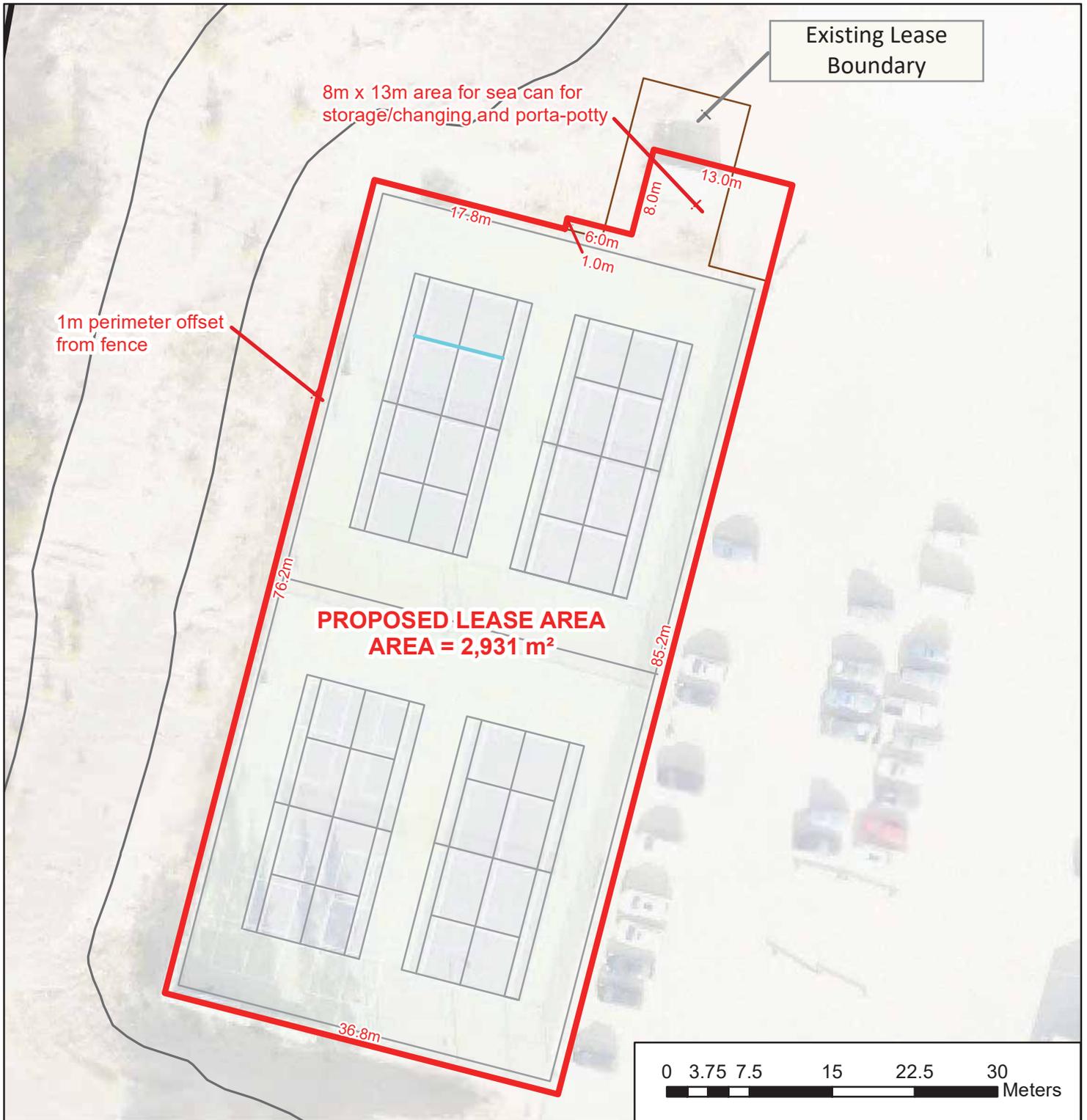
1. The City of Whitehorse is hereby authorized to enter into a ten-year lease agreement with the Yukon Tennis Association with respect to that portion of Lot 1174, Plan 2000-0056 LTO, in the City of Whitehorse, comprising approximately 2,931 square metres in area, as shown on the sketch attached hereto as Appendix "A" and forming part of this bylaw.
2. The Mayor and Clerk are hereby authorized to execute on behalf of the City of Whitehorse the Lease Agreement attached hereto as Appendix "B" and forming part of this bylaw.
3. This bylaw shall come into full force and effect upon the final passing thereof.

**FIRST and SECOND READING:** July 27, 2020

**THIRD READING and ADOPTION:**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Assistant City Clerk



**BYLAW 2020-17:**

A bylaw to authorize the City of Whitehorse to enter into a lease agreement with the Tennis Yukon Association for a portion of Lot 1174, Quad 105 D/11, Plan 2000-0056 L TO, City of Whitehorse, approximately 2,931 square metres in area.

**LEGEND**

 SUBJECT AREA

**THIS LEASE AGREEMENT**, made the \_\_\_\_\_ day of \_\_\_\_\_, 2020 in triplicate, to be effective as of and from the 1st day of September, 2020.

BETWEEN:

**The City of Whitehorse, a municipality duly incorporated pursuant to the provisions of the *Municipal Act* (the "Landlord").**

AND:

**Tennis Yukon Association, a society duly incorporated pursuant to the provisions of the *Societies Act* (the "Tenant").**

W H E R E A S:

- A. The Landlord is the owner of Lot 1174, Quad 105D/11, Plan 83441 CLSR, 2000-0056 LTO, City of Whitehorse, Yukon Territory ("Lot 1174"); and
- B. The Tenant desires to lease a portion of Lot 1174 for the purpose of operating a Tennis Sports and Recreation Facility, in accordance with the terms and conditions contained in this Lease.

## **1. Demise**

### ***1.1 Lease***

Witness that in consideration of the rents, covenants, conditions and agreements herein reserved and contained on the part of the Tenant to be paid, observed and performed, the Landlord, being registered or entitled to be registered as owner in fee simple, subject however to such mortgages and encumbrances as are indicated herein, does hereby demise and lease unto the Tenant that portion of Lot 1174 more particularly described as follows:

That portion of Lot 1174, Quad 105D/11, Plan 83441 CLSR, 2000-0056 LTO, City of Whitehorse, Yukon Territory, comprising approximately 2,931 square metres and shown outlined in bold red line on the sketch attached hereto as Schedule "A".

(hereinafter referred to as the "Lands")

### ***1.2 Term***

To have and to hold the Lands and all improvements located thereon, including but not limited to fencing, tennis net posts and court surfaces (the "Premises") for and during the term of this Lease for a period of ten (10) years, commencing on the 1<sup>st</sup> day of September, 2020 to and including the 31<sup>st</sup> day of August, 2030.

### ***1.3 Rent***

Yielding and paying therefore during the term hereof unto the Landlord the sum of Ten dollars (\$10.00) per year, plus Goods and Services Tax, of lawful money of Canada to be paid in advance on or before September 1st of each year during the term hereof.

### ***1.4 Property Taxes***

The Tenant shall be responsible for all real property taxes including local improvements rates levied or assessed by any competent authority upon or in respect of the Land.

### ***1.5 Carefree Lease***

The Tenant acknowledges that it is intended that this Lease be a net-net lease for the Landlord and that all and every cost, expense, charge or out lay of any nature whatsoever in any way related to the Lands or their occupancy by the Tenant shall be borne by the Tenant excepting as otherwise expressly provided herein.

## ***1.6 Renewal of Lease***

The Landlord may, in its sole and unfettered discretion, which may be unreasonably withheld, grant to the Tenant a renewal of the Lease for a further ten (10) year term.

## **2. Covenants of Tenant**

### ***2.1 Promises of Tenant***

The Tenant covenants and agrees with the Landlord as follows:

- (a) *Rent* - The Tenant shall during the term of this lease or any renewal thereof pay to the Landlord the rent hereby reserved, and all other sums to be paid by the Tenant hereunder in the manner herein provided without any deduction whatsoever. The Tenant shall produce to the Landlord from time to time, at the request of the Landlord, satisfactory evidence of the due payment by the Tenant of all other payments required to be made by the Tenant under this lease;
- (b) *Repair* - The Tenant shall well and sufficiently repair, maintain, amend and keep the Lands in good and substantial repair when, where and so often as need shall be, damage by fire and other risks against which the Landlord is insured (the "Tenant Repair Exceptions") only excepted unless such damage is caused by the negligence or wilful act of the Landlord, its employees, agents or invitees;
- (c) *Notice to Repair* - The Landlord and its agents may at all reasonable times enter the Lands to examine the condition thereof, and all want of repair that upon such examination may be found and for the amendment of which notice in writing is delivered to the Tenant address in Section 9.5 hereof, the Tenant shall well and sufficiently repair and make good according to such notice within 30 days from the date on which such notice delivered to the Tenant, subject to the Tenant Repair Exceptions;
- (d) *Care of Lands* - The Tenant shall take good care of the Lands and keep the same in a safe, tidy and healthy condition and shall, at its own expense, bear such costs as are reasonably necessary during the term of this lease to keep the Lands in such condition;
- (e) *Waste diversion* - The Tenant understands that it is required to comply with the Waste Management Bylaw at all times. This includes provision of sufficient recycling and compost bins, waste collection services, and compostable bags to line compost bins within the tennis sports and recreation facility on the Lands. These provisions ensure that recyclable and organic waste are separated and diverted from the landfill as required by the Waste Management Bylaw. All costs associated with waste diversion shall be the responsibility of the Tenant.
- (f) *Business Taxes* - The Tenant shall pay when due all business taxes payable by the Tenant in respect of the Tenant's occupancy of the Lands;
- (g) *Assignment and Subleasing* - The Tenant shall not assign, mortgage or encumber this Lease, or sublet, or suffer or permit the Lands or any part thereof to be used by others by license or otherwise, except as contemplated by Paragraph 2.1(h), without the prior written consent of the Landlord, which consent may be arbitrarily and unreasonably withheld. Notwithstanding the foregoing, the Landlord shall not unreasonably withhold its consent in the event that the Tenant proposes to assign or sublet this lease to another society or organization or in the event that a sublease or licence for a portion of the Lands to any person is required to further the development of the Lands in accordance with the terms of this Lease. In the event that consent to the assignment or subleasing to another

society or organization or the subleasing or licensing of a portion of the Lands to any person is withheld by the Landlord, the matter shall, at the option of the Tenant, and subject to the provisions of the *Arbitration Act*, be referred to a single arbitrator (if the parties can agree on one) otherwise to a board of three arbitrators, the first to be appointed by one party or side to such disagreement or dispute, the second to be appointed by the other party or side and the third to be appointed by the first two arbitrators so appointed, and the determination of such arbitrator or arbitrators shall be final and binding upon the parties hereto. If the Tenant assigns or sublets the Lands with the prior written consent of the Landlord, the Tenant shall not be relieved from any liability under this Lease and shall remain bound and responsible to fulfil the covenants and agreements herein contained, notwithstanding such assignment or consent to assignment by the Landlord;

- (h) *Use of Lands and Premises* - The Tenant shall not use the Lands nor allow the Lands to be used for any purpose other than as a “Tennis Sports and Recreation Facility” and associated secondary uses as provided for by the current zoning of the Lands being “PR - Parks and Recreation”, or such other uses as may be approved in writing by the Landlord, which approval may be arbitrarily and unreasonably withheld. The Lands shall not be used to provide or supply programs or services on or off of the Lands, in other locations, in competition with privately owned and operated business;
- (i) *Nuisance* - The Tenant shall not at any time use, exercise, or carry on or permit to be used, exercised or carried on, in or upon the Lands or any part thereof any noxious, noisome, or offensive act, trade, business, occupation or calling and no act, matter or thing whatsoever shall at any time be done in or upon the Lands or any part thereof which is an unreasonable annoyance, nuisance or disturbance to the occupiers or owners of the adjoining lands and properties;
- (j) *Insurance Risk* - The Tenant shall not do or permit to be done any act or thing which may render void or voidable or conflict with the requirements of any policy of insurance, on the Lands, including any regulations of fire insurance underwriters applicable to such policy. The Tenant shall ensure that all activities carried out or conducted on the Lands are done in accordance with the provisions of any policy of insurance that is in force, so that the Tenant and the Landlord have the benefit of such insurance. Any activity which cannot be insured for or which is specifically exempted from coverage under any policy of insurance that is in force shall not be permitted by the Tenant;
- (k) *By-Laws* - The Tenant shall comply with all statutes, regulations, and by-laws of any governmental authority relating in any way to the use or occupation of the Lands, including, without limiting the generality of the foregoing, all laws, regulations and bylaws affecting or relating to the sale or consumption of alcoholic beverages on the Lands;
- (l) *Alterations* - The Tenant shall not make any alterations, installations, improvements, including fencing, or changes of any kind to the Lands without the prior written consent of the Landlord, and the Landlord may require that any or all work to be done or materials to be supplied hereunder, be done or supplied by contractors or workers approved by the Landlord;
- (m) *Removal of Goods, Chattels, or Fixtures* - The Tenant shall not remove from the Lands any goods, chattels or fixtures moved into the Lands, except in the normal course of business, (“business” when used in this Lease meaning the carrying out of the society’s

objects), until all rent and other payments due or to become due during the term of this Lease are fully paid;

- (n) *No Permanent Structures* - The Tenant shall not construct, install or erect any permanent structures or buildings on the Lands without the express written consent of the Landlord, which consent may not be arbitrarily and unreasonably withheld;
- (o) *Ownership of Existing or Future Structures* – Any installations and improvements made by the Tenant within the Lands are the property of the Tenant. The Tenant shall, at the expiry of the Lease and at its own expense, remove all such installations and improvements from the Lands and the Tenant shall be responsible for returning the Lands to a condition satisfactory to the Landlord;
- (p) *Builders Liens* - The Tenant shall promptly pay all charges incurred by the Tenant for any work, materials or services that may be done, supplied or performed in respect of the Lands and shall not cause or permit any mechanic's lien to be registered against the Lands and if any such lien should be so registered the Tenant shall pay off and discharge the same forthwith and, if he shall fail or neglect to do so within 10 days after written notice thereof from the Landlord, the Landlord may but shall not be obliged to, pay and discharge such lien and may add to the next ensuing instalment of rent the amount so paid including all costs to the Landlord together with interest thereon from the date of payment. Provided that in the event of a bona fide dispute by the Tenant of the validity or correctness of any such claim of lien, the Tenant shall be entitled to defend against the same and any proceedings brought in respect thereof after having first paid into Court the amount claimed and such costs as the Court may direct or having provided such other security as the Landlord may in writing approve to ensure payment thereof. Provided further that upon determination of the validity of any such lien, the Tenant shall immediately pay any judgment in respect thereof against the Landlord, including all proper costs and charges incurred by the Landlord and the Tenant in connection with any such lien and shall cause a discharge thereof to be registered without cost or expense to the Landlord;
- (q) *Operation of the Premises* - The Tenant acknowledges that the development and operation of the tennis sports and recreation facility within the Lands is of the utmost importance to the Landlord and the citizens of the City of Whitehorse. The Tenant acknowledges that in the event the tennis sports and recreation facility within the Lands is not operational in any twelve-month period, the Tenant shall be in default of this Lease, notwithstanding that rent is paid, and the City shall have the option to immediately terminate the Lease;
- (r) *Inspection* - The Tenant shall permit the Landlord or any other person authorized by the Landlord to inspect the Lands at all reasonable times;
- (s) *Maintenance* - The Tenant shall permit the Landlord to install, maintain, replace, repair and service or cause to be installed, maintained, replaced, repaired, and serviced, wires, ducts or other installations in, under or through the Lands for or in connection with the supply of any service or utility to any part of the Lands;
- (t) *Vacant Possession* - The Tenant shall at the expiration or earlier termination of this Lease, peaceably surrender and deliver up vacant possession of the Lands;
- (u) *Financial Information* - The Tenant shall provide to the Landlord reasonable access to all of its books and records;

- (v) *Use of Facility* - The Tenant shall provide access to the Lands and membership in the Tennis Yukon Association society shall be available to all persons wishing to join, provided that such persons agree to comply and continue to comply with the rules, regulations and by-laws of the Society and pay the appropriate fees and levies of the Society;
- (w) *Public Accessibility* - The Tenant shall ensure that programs and activities offered on the Lands are open to the general public and that the Tenant shall work with the Landlord to prepare a weekly schedule to provide access;
- (x) *Conduct of Operations* - The Tenant shall conduct its operations on the Lands to the standard of a reasonably prudent operator and in conjunction with industry best practices and standards associated with a tennis sports and recreation facility development, maintenance and management. Without limiting the generality of the foregoing, the Tenant shall maintain a regular schedule of inspection and maintenance of the Lands as may be deemed necessary by the Tenant to ensure a safe operating environment and any alterations, installations and improvements made by the Tenant within the Lands shall be made in accordance with industry best practices and standards;
- (y) *Utilities* - The Tenant shall pay when due all rates and charges for telephone and other utilities supplied to or used in the Lands as separately metered or separately invoiced by the supplier, including those utilities as supplied by the Landlord;
- (z) *Utility Services* - The Tenant shall pay all costs associated with the installation of any utility services to the Lands;

### **3. Covenants of Landlord**

#### ***3.1 Promises of Landlord***

The Landlord covenants with the Tenant as follows:

- (a) *Quiet Enjoyment* - The Tenant, paying the rent hereby reserved and performing the covenants herein on its part contained, shall and may peaceably possess and enjoy the Lands for the term of this Lease or any renewal thereof without interruption or disturbance from the Landlord or any other person lawfully claiming by, from or under the Landlord; and
- (b) *Off-site erosion and drainage issues* – The Landlord accepts responsibility for all off-site erosion and drainage impacts to the Lands and Premises and shall sufficiently maintain and repair the adjacent slope so as not to negatively impact the Tenant’s use of the Lands and Premises;
- (c) *Advertising* - The Tenant may sell advertising and such advertising and signage may be affixed temporarily or permanently on the Lands and Premises for the term of this Lease without interruption or disturbance from the Landlord or any other person lawfully claiming by, from or under the Landlord. All advertising and signage must comply with the regulations contained within the current City of Whitehorse zoning bylaw. Notwithstanding the Tenant’s right to affix advertising or signage herein, the City shall have the right to require that such advertising and signage be removed or covered for the duration of special events occurring within the vicinity of the Lands and Premises.

## **4. Rights and Remedies of the Landlord**

### ***4.1 Re-entry***

If default or breach or non-performance of any of the covenants or agreements in this Lease contained on the part of the Tenant continues for 30 days after written notice thereof has been given by the Landlord to the Tenant, then it shall be lawful for the Landlord at any time thereafter without notice to re-enter the Lands and the same to have again, repossess and enjoy as of its former estate, anything herein contained to the contrary notwithstanding. If the Landlord re-enters the Lands by reason of the default of the Tenant prior to the expiry of the term of this lease, the Tenant will be liable to the Landlord for the amount of rent for the remainder of the term as if such re-entry had not been made, less the actual amount received by the Landlord after such re-entry from any subsequent leasing of the Lands during the remainder of the term after deducting the Landlord's costs of reletting the Lands.

### ***4.2 Right of Termination***

Upon the Landlord becoming entitled to re-enter upon the Lands, the Landlord shall have the right in addition to all other rights, to determine forthwith this lease by giving notice in writing to the Tenant and thereupon rent shall be apportioned and paid to the date of such determination and the Tenant shall forthwith deliver up possession of the Lands and the Landlord may re-enter and take possession of the same.

### ***4.3 Bankruptcy***

If the term hereof or any renewal thereof shall at any time be seized or taken in execution or attachment by any creditor of the Tenant or if the Tenant makes any assignment for the benefit of creditors or becomes bankrupt or insolvent or takes the benefit of any bankruptcy or insolvency legislation or in case the Lands become vacant or unoccupied for a period of 10 days, the then current month's rent together with the rent accruing for the balance of the term or the next three months, whichever is less, shall immediately become due and payable and the term hereof or any renewal thereof shall at the option of the Landlord become forfeited and void. Neither this Lease nor any interest therein nor any estate hereby created shall pass to or enure to the benefit of any trustee in bankruptcy or any receiver of any assignee for the benefit of creditors or otherwise by operation of law.

### ***4.4 Status as a Society***

In the event the Tenant is dissolved, wound up or struck from the Corporate Registry, fails to maintain its status as a registered Society, or is in default of filing returns or notices, including its annual return and financial statements for a period in excess of one (1) year, or is otherwise no longer a not-for-profit society or organization, the Landlord shall have the absolute right to terminate this Lease upon giving the Tenant written notice to that effect.

### ***4.5 Dissolution of Society***

Where all of the Tenant's fixed assets are affixed solely to the Lands, the Tenant's Constitution and/or Bylaws must include an unalterable dissolution clause which provides that upon dissolution of the society, its assets must firstly be distributed to another non-profit society operating within the City of Whitehorse, in good standing with the Registrar of Societies, with similar objectives, and only failing to transfer its assets to another non-profit society with similar objectives, would the Tenant's fixed assets be distributed to the City.

#### **4.6 Distress**

Whensoever the Landlord shall be entitled to levy distress against the goods and chattels of the Tenant, the Landlord may use such force as it may deem necessary for that purpose and for gaining admittance to the Lands without being liable in any action in respect thereof, or for any loss or damage occasioned thereby and the Tenant hereby expressly releases the Landlord from all actions, proceedings, claims or demands whatsoever for or on account of or in respect of any such forcible entry or any loss or damage sustained by the Tenant in connection therewith.

#### **4.7 Non-waiver**

The waiver by the Landlord of any breach by the Tenant of any covenant or condition contained in this Lease shall not be construed as or constitute a waiver of any further or other breach of the same or any other covenant or condition, and the consent or approval of the Landlord to or of any act by the Tenant requiring the Landlord's consent or approval shall not be deemed to waive or render unnecessary the Landlord's consent or approval to any subsequent act, similar or otherwise, by the Tenant.

#### **4.8 Landlord's Right to Perform**

If the Tenant fails to perform any of the covenants or obligations of the Tenant under or in respect of this Lease, the Landlord may from time to time, at its discretion, perform or cause to be performed any such covenants or obligations or any part thereof and for such purpose may do such things as may be required and may enter upon the Lands to do such things and all expenses incurred and expenditures made by or on behalf of the Landlord shall be paid forthwith by the Tenant to the Landlord and if the Tenant fails to pay the same the Landlord may add the same to the rent and recover the same by all remedies available to the Landlord for the recovery of rent in arrears; provided that if the Landlord commences or completes either the performance or causing to be performed of any of such covenants or obligations or any part thereof, the Landlord shall not be obliged to complete such performance or causing to be performed or be later obliged to act in a like fashion.

#### **4.9 Interest**

The Tenant shall pay to the Landlord interest at the prime commercial lending rate of The Royal Bank of Canada plus 3% per annum on all payments of rent and other sums required to be paid under this Lease from the date upon which the same were due until actual payment thereof.

### **5. Indemnification**

#### **5.1 Indemnity by Tenant**

Except for or in respect of events caused by the Landlord's actions, or those for who it is at law responsible, arising out of the use and occupation of the Lands, including wilful misconduct or negligence during the Term, the Tenant shall indemnify the Landlord and all of its servants, agents, employees, contractors, invitees and persons for whom the Landlord is in law responsible and shall hold them and each of them harmless from and against any and all liabilities, claims, damages, losses and expenses, including all legal fees, on a solicitor-and-own-client basis, or in the alternative, the highest rate allowed for the taxation of costs under the *Rules of Court* and disbursements, due to, arising from or to the extent contributed to by:

- (a) any breach by the Tenant of any of the provisions of this Lease;
- (b) any act or omission of the Tenant of any of its members, servants, agents, employees, invitees, licensees, sub-tenants, concessionaires, contractors or persons for whom the

Tenant is in law responsible on the Lands;

- (c) any injury, death or damage to persons or property of the Tenant or its members, servants, agents, employees, customers, invitees, contractors or any other persons on the Lands by or with the invitation, license or consent of the Tenant;
- (d) any damage, destruction or need of repair to any part of the Lands caused by any act or omission of the Tenant or its members, servants, agents, employees, customers, invitees, contractors, or persons for whom the Tenant is in law responsible, notwithstanding any other provisions of this Lease; and
- (e) any latent or patent defect in the Lands;

and this Indemnity shall survive the expiration or earlier termination of this Lease. In the event that the Landlord incurs liabilities, claims, damages, losses and expenses which are not paid by the Tenant or acknowledged by the insurer of the Tenant, within one year of written demand being made by the Landlord for indemnity pursuant to the provisions herein, this Lease shall terminate.

### ***5.2 Indemnity by Landlord***

Except for or in respect of events caused by the Tenant's actions, or those for whom it is at law responsible, arising out of the use and occupation of the Lands, including wilful misconduct or negligence during the term of this Lease, the Landlord shall indemnify the Tenant and all of its servants, agents, employees, contractors, customers, invitees and persons for whom the Tenant is in law responsible and shall hold them and each of them harmless from and against any and all liabilities, claims, damages, losses and expenses, including all legal fees, on a solicitor-and-own-client basis, or in the alternative, the highest rate allowed for the taxation of costs under the *Rules of Court* and disbursements, due to, arising from or to the extent contributed to by:

- (a) any breach by the Landlord of any of the provisions of this Lease;
- (b) any act or omission of the Landlord or any of its servants, agents, employees, contractors or persons for whom the Landlord is in law responsible on the Lands; and
- (c) any injury, death or damage to persons or property of the Landlord or its servants, agents, employees, contractors or any other persons on the Lands by or with the invitation or consent of the Landlord;

except for any latent or patent defect in the Lands, and this Indemnity shall survive the expiration or earlier termination of this Lease.

### ***5.3 Landlord Unable to Perform***

Whenever and to the extent that the Landlord shall be unable to fulfil or shall be delayed or restricted in the fulfilment of any obligation hereunder in respect of the supply or provision of any service or utility or the doing of any work by reason of being unable to obtain the material goods, equipment, service, utility or labour required to enable it to fulfil such obligation or by reason of any strike or lock-out or any statute, law, or order-in-council or any regulation or order passed or made pursuant thereto or by reason of the order or direction of any administration, controller or board or any governmental department or officer or other authority or by reason of any cause beyond its control either of the foregoing character or not, the Landlord shall be relieved from the fulfilment of such obligation and the Tenant shall not be entitled to compensation for any loss, inconvenience, nuisance or discomfort thereby occasioned.

#### ***5.4 Relief of Landlord on Sale***

If the Landlord sells or otherwise conveys its interest in the Lands and the subsequent owner of such interest assumes the covenants and obligations of the Landlord hereunder, the Landlord shall, without further written agreement, be freed and relieved of all liability for such covenants and obligations. The Tenant shall from time to time at the request of the Landlord promptly execute and return to the Landlord such certificates confirming the current status of this Lease in such detail as the Landlord may require.

### **6. Insurance**

#### ***6.1 Liability Insurance.***

The Tenant shall provide and maintain in such form and to such extent and with such companies, as required by the Landlord, public liability insurance in the minimum amount of FIVE MILLION (\$5,000,000) DOLLARS for the protection against any claims in any way relating to the Lands. This public liability insurance, in which both the Landlord and the Tenant shall be designated as the insured, which policy shall provide that the same cannot be cancelled without at least 15 days prior written notice to the Landlord and the Tenant shall deposit with the Landlord a certificate of such insurance at or prior to the commencement of the term and thereafter within 10 days prior to the expiration of any such policy.

### **7. Hazardous Substances**

#### ***7.1 Definitions***

“Hazardous Substance” means any substance which is hazardous to persons or property and includes, without limiting the generality of the foregoing:

- (a) radioactive materials;
- (b) explosives, excluding lawfully possessed fireworks and lawfully conducted exploding novelty acts;
- (c) any substance that, if added to any water, would degrade or alter or form part of a process of degradation or alteration of the quality of that water to the extent that it is detrimental to its use by man or by any animal, fish or plant;
- (d) any solid, liquid, gas or odour or combination of any of them that, if emitted into the air, would create or contribute to the creation of a condition of the air that:
  - (i) endangers the health, safety or welfare of persons or the health of animal life;
  - (ii) interferes with normal enjoyment of life or property;
  - (iii) causes damage to plant life or to property;
- (e) toxic substances; or
- (f) substances declared to be hazardous or toxic under any law or regulation now or hereafter enacted or promulgated by any governmental authority having jurisdiction over the Landlord, the Tenant, or the Lands.

#### ***7.2 Compliance with Laws***

The Tenant shall not bring upon the Lands or any part thereof any Hazardous Substance. Without limiting the generality of the foregoing, the Tenant shall, at the Tenant's own cost and expense, comply with all laws and regulations from time to time in force relating to a Hazardous Substance and protection

of the environment and shall immediately give written notice to the Landlord of the occurrence of any event on the Lands constituting an offence thereunder or being in breach thereof and, if the Tenant, either alone or with others, causes the happening of such event, the Tenant shall, at its own expense, immediately give the Landlord notice to that effect and thereafter give the Landlord from time to time written notice of the extent and nature of the Tenant's compliance with this Paragraph 7; promptly remove the Hazardous Substance from the Lands, as the case may be, in a manner which conforms with all laws and regulations governing the movement of the same; and if requested by the Landlord, obtain from an independent consultant designated or approved by the Landlord a report verifying the complete and proper removal thereof from the Lands or, if such is not the case, reporting as to the extent and nature of any failure to comply with this Paragraph. The Tenant shall, at its own expense, remedy any damage to the Lands caused by such event or by the performance of the Tenant's obligations under this Paragraph 7 as a result of such occurrence. If any governmental authority having jurisdiction requires the clean-up of any Hazardous Substance held, released, spilled, abandoned, or placed upon the Lands or released into the environment by the Tenant in the course of the Tenant's business or as a result of the Tenant's use or occupancy of the Lands, then the Tenant shall, at its own expense, prepare all necessary studies, plans and proposals and submit the same for approval, provide all bonds and other security required by governmental authorities having jurisdiction and carry out the work required and shall keep the Landlord fully informed and provide to the Landlord full information with respect to proposed plans and comply with the Landlord's reasonable requirements with respect to such plans.

### ***7.3 Discharge***

The Tenant shall not discharge or permit the discharge of any oil or grease or any deleterious, objectionable, dangerous materials or Hazardous Substance into any water course, culvert, drain or sewers in, under or near the Lands. The Tenant shall take as reasonable measures for ensuring that any discharge effluent shall not be corrosive, poisonous or otherwise harmful or to cause obstruction, deposit or pollution to any waters, ditches, water course, culverts, drains or sewers, nor to or within any sewage disposal works nor to the bacteriological process of sewage purification. The Tenant shall forthwith, at the Landlord's request, provide facilities for testing and monitoring the effluent from the Tenant's operations and shall permit the Landlord and its agents reasonable access to the lands for the purposes of carrying out such testing and monitoring from time to time at the Tenant's expense. The Tenant shall construct, maintain and operate every furnace and burner used on the Lands so as to substantially consume or burn the smoke arising there from and shall not use or suffer any furnace or burner to be used negligently. The Tenant shall not cause or permit any grit, dust, noxious or offensive effluvia or Hazardous Substance to be emitted from any engine, furnace, burner or apparatus on the Lands without using the best practicable means reasonably available for preventing or counteracting such emissions.

### ***7.4 Ownership of Hazardous Substances***

If the Tenant brings onto or creates upon the Lands any Hazardous Substance or if the conduct of the Tenant's business causes there to be any Hazardous Substance upon the Lands, then, notwithstanding any rule of law to the contrary, such Hazardous Substance shall be and remain the sole and exclusive property of the Tenant and shall not become the property of the Landlord, notwithstanding the degree of affixation of the Hazardous Substance or the goods containing the Hazardous Substance to the Lands and notwithstanding the expiry or earlier termination of this Lease.

### ***7.5 Access to Information***

The Tenant hereby authorizes the Landlord to make enquiries from time to time of any government or governmental agency with respect to the Tenant's compliance with any and all laws and regulations pertaining to any Hazardous Substance and the protection of the environment and the Tenant covenants

and agrees that the Tenant shall from time to time provide to the Landlord such written authorization as the Landlord may reasonably require in order to facilitate the obtaining of such information. The Tenant shall, at its own expense, comply with all the laws and regulations from time to time in force regulating the manufacture, use, storage, transportation or disposal of Hazardous Substance and shall make, obtain and deliver all reports and studies required by governmental authorities having jurisdiction.

## **8. Termination**

### ***8.1 Termination***

It is hereby agreed that during the term hereof, the Landlord or the Tenant may terminate this Lease by giving notice in writing at least three (3) months before such determination; and on the day following the date specified in the notice, this Lease is terminated.

## **9. General Provisions**

### ***9.1 Subordination***

This Lease is subject and subordinate to all mortgages, easements, or rights of way which now or hereafter during the term of this Lease or any renewal thereof shall be recorded in the Land Titles Office as a mortgage, easement, or right of way given by the Landlord against the Lands. The Tenant shall execute promptly from time to time any assurances that the Landlord may request to confirm this subordination.

### ***9.2 No Agency or Partnership***

Nothing herein contained shall be construed as creating the relationship of principal and agent or of partners or of joint ventures between the parties hereto, their only relationship being that of landlord and tenant.

### ***9.3 Overholding***

If the Tenant continues to occupy the Lands with the consent of the Landlord after the expiration of this Lease or any renewal thereof without any further written agreement, the Tenant shall be a monthly Tenant at a monthly rental equivalent to 1/12 of the annual rental and all other sums payable hereunder pro-rated for one month.

### ***9.4 Effect of Headings***

The headings or subheadings to the clauses in this Lease form no part thereof, and are inserted for convenience and internal reference only and are not to be relied upon or considered by any person in the interpretation hereof.

### ***9.5 Notices***

Any notice required to be given hereunder by any party shall be deemed to have been well and sufficiently given if mailed by prepaid, registered mail, emailed, faxed to or delivered at the address of the other party hereinafter set forth:

If to the Landlord:

**The City of Whitehorse**  
 2121 Second Avenue  
 Whitehorse, Yukon Territory, Y1A 1C2  
Attention: Manager, Land & Building Services  
 Fax No. (867) 668-8395  
 Email Address: land@whitehorse.ca

If to the Tenant:

**Tennis Yukon Association**

Attention: Secretary

4061-4th Ave, Whitehorse, YT Y1A 1H1

Phone No. (867) 668-2814

Email Address: tennisyukon@gmail.com

A notice shall be deemed to have been received, if emailed, faxed or delivered, on the date of delivery and if mailed as aforesaid then on the fifth business day following the posting thereof, provided that in the event of disruption of internet connection, postal services a notice shall be given by one of the other methods of communication.

### ***9.6 Solicitor and Client Costs***

If the Tenant defaults in paying the rent hereunder or in performing any of the covenants and agreements herein contained on the part of the Tenant to be observed and performed, the Landlord may recover from the Tenant all of the Landlord's reasonable costs in enforcing compliance with this Lease and without limitation, costs as between solicitor-and-own-client or in the alternative, costs at the highest tariff allowed under the *Rules of Court*.

### ***9.7 Joint and Several Covenants***

In the event that this Lease is executed by two or more persons as Tenant, the covenants and agreements on the part of the Tenant herein contained will be and will be deemed to be joint and several covenants.

### ***9.8 Binding Agreement***

This Lease shall be binding upon and enure to the benefit of the parties hereto and their respective successors and permitted assigns as the case may be. This Lease is not assignable by the Tenant without the express written consent of the Landlord, which may be arbitrarily and unreasonably withheld.

### ***9.9 Interpretation of Words***

Wherever the singular or the masculine is used in this Lease, the same shall be deemed to include the plural or the feminine or the body politic or corporate where the context or the parties so require.

### ***9.10 Time of Essence***

Time shall in all respects be of the essence hereof.

### ***9.11 Changes to Agreement***

No provision of this Lease shall be deemed to have been changed unless made in writing signed by the Landlord and Tenant, and if any provision is unenforceable or invalid for any reason whatever, such unenforceability or invalidity shall not affect the remaining provisions of this Lease and such provisions shall be severable from the remainder of this Lease.

### ***9.12 Acceptance by Tenant***

The Tenant does hereby accept this Lease of the Lands, to be held by it as tenant, and subject to the conditions, restrictions and covenants above set forth.

IN WITNESS WHEREOF the parties hereto have hereunto executed this Lease as of the day and year first above written in the City of Whitehorse, in the Yukon Territory.

c/s

) THE CORPORATE SEAL OF  
 ) **The City of Whitehorse**  
 ) was hereunto affixed in the presence of:  
 )  
 ) \_\_\_\_\_  
 ) Dan Curtis, Mayor  
 )  
 ) \_\_\_\_\_  
 ) Norma Felker, Assistant City Clerk

\_\_\_\_\_  
Witness as to both signatures

\_\_\_\_\_  
(Print Name of Witness)

) **Tennis Yukon Association**  
 ) By its authorized signatories:  
 )  
 ) \_\_\_\_\_  
 ) Brian Whitfield, President  
 )  
 ) \_\_\_\_\_  
 ) Stacy Lewis, Secretary

**Affidavit of Witness**

CANADA ) I, \_\_\_\_\_ ,  
 )  
 ) *(print name of witness)*  
 ) of the City of Whitehorse,  
YUKON TERRITORY ) in the Yukon Territory,  
 )  
TO WIT: ) MAKE OATH AND SAY AS FOLLOWS:

- 1) I was personally present and did see **Brian Whitfield** and **Stacy Lewis**, named in the within instrument, who identified themselves to me to be the persons named therein, duly sign and execute the same as the authorized signatories for **Tennis Yukon Association** for the purpose therein named;
- 2) The said instrument was executed at the City of Whitehorse, in the Yukon Territory, and that I am the subscribing witness thereto;
- 3) The said parties are in my belief of the full age of nineteen years.

SWORN BEFORE ME )  
at the City of Whitehorse, )  
in the Yukon Territory, )  
this \_\_\_\_ day of \_\_\_\_\_, 2020. )

\_\_\_\_\_  
A Notary Public in and for )  
the Yukon Territory )

\_\_\_\_\_  
Print Name of Notary Public )

Commission expires on: )  
\_\_\_\_\_ )

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
(Print Name of Witness)

**CORPORATE SIGNING AUTHORITY  
AFFIDAVIT**

CANADA ) We, **Brian Whitfield and Stacy Lewis**,  
YUKON TERRITORY ) of the City of Whitehorse,  
TO WIT: ) in the Yukon Territory,  
)  
) SEVERALLY MAKE OATH AND SAY AS FOLLOWS:

- 1) We are the **President and Secretary of Tennis Yukon Association** (the “Society”).
- 2) We subscribed our names on behalf of the Society to the attached instrument.
- 3) We are authorized by the Society to subscribe our names to the attached instrument.
- 4) The Society exists as of the date hereof.

Severally Sworn before me at the )  
City of Whitehorse, in the )  
Yukon Territory, this \_\_\_\_\_ day )  
this \_\_\_\_ day of \_\_\_\_\_, 2020. )  
)  
)  
)

\_\_\_\_\_  
A Notary Public in and for )  
the Yukon Territory )  
)  
)

\_\_\_\_\_  
Print Name of Notary Public )  
)  
)

\_\_\_\_\_  
Commission expires on: )  
)  
)

\_\_\_\_\_  
Brian Whitfield, President

\_\_\_\_\_  
Stacy Lewis, Secretary



SCALE:  
1:500

DWN BY:  
MLB

**CITY OF WHITEHORSE - LAND AND BUILDING SERVICES**

DATE:  
July 20, 2020

REV NO:  
2

**TENNIS YUKON PROPOSED LEASE AREA - SCHEDULE A**

FILE NO:  
Bylaw 2020-17 Tennis Yukon

Portion of Lot 1174, Quad 105 D/11, Plan 2000-0056 LTO, City of Whitehorse (comprising approximately 2,931 square metres in area)

\\Lease\ GRANTOR\Tennis Yukon



# CITY OF WHITEHORSE

## BYLAW 2020-26

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 City of Whitehorse Zoning Bylaw be amended to allow for the development of an office building on an industrial lot in the Whitehorse Copper area;

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

1. The zoning maps attached to and forming part of Zoning Bylaw 2012-20 are hereby amended by changing the zoning of Lot 287 (REM), Group 804, Plan 41918 CLSR, 22000 LTO, from IH–Heavy Industrial to IS–Service Industrial, as indicated on the sketch attached hereto as Appendix “A” and forming part of this bylaw
2. The zoning maps attached to and forming part of Zoning Bylaw 2012-20 are hereby amended by changing the zoning of a 0.3-hectare portion of Access Road (Plan 43240 CLSR, 22593 LTO) from PG–Greenbelt to IS–Service Industrial, as indicated on the sketch attached hereto as Appendix “A” and forming part of this bylaw.
3. This bylaw shall come into force and effect upon the final passing thereof.

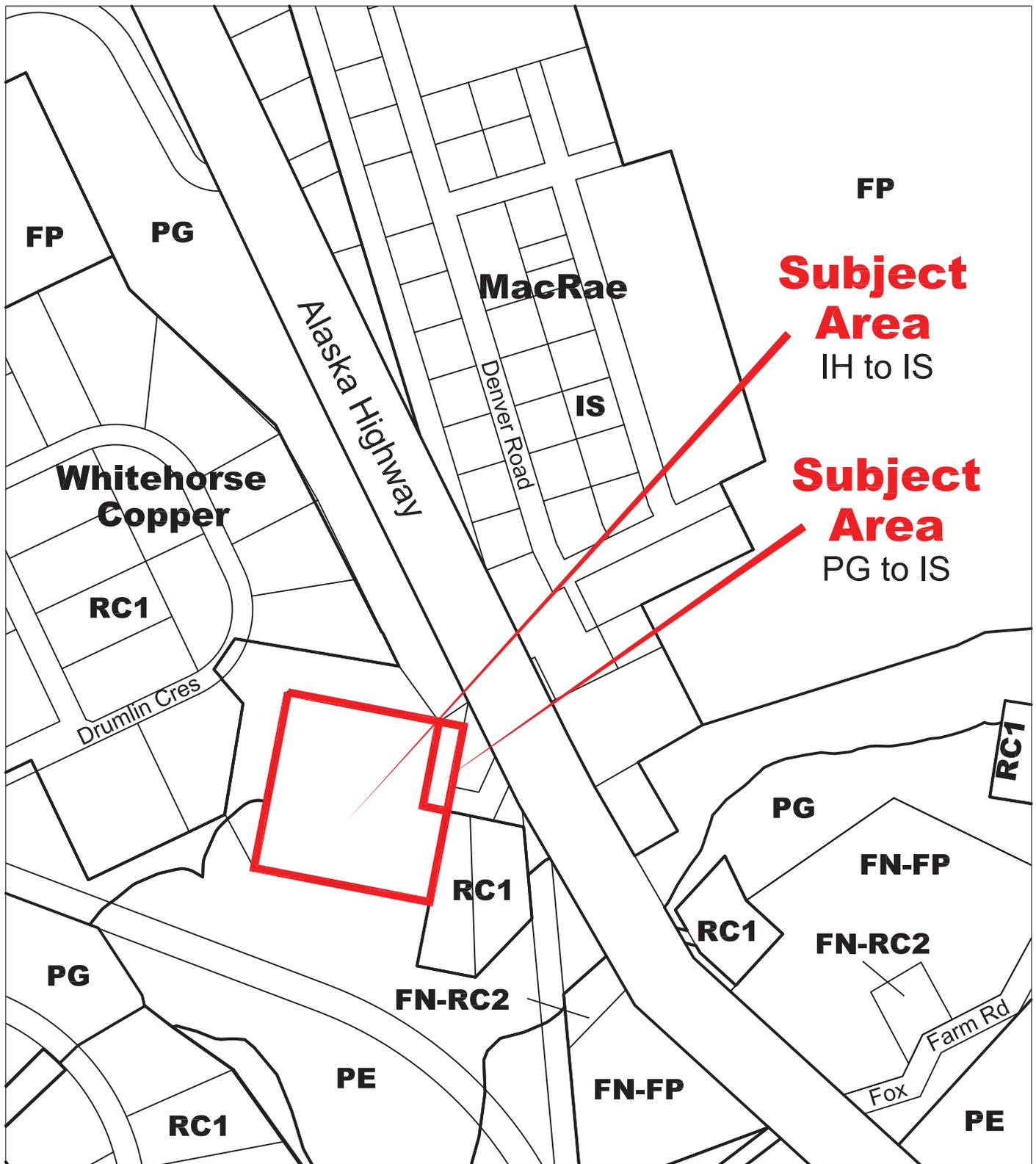
**FIRST READING:** June 29, 2020  
**PUBLIC NOTICE:** July 3 and 10, 2020  
**PUBLIC HEARING:** July 27, 2020  
**SECOND READING:**  
**THIRD READING and ADOPTION:**

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Dan Curtis, Mayor

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Norma L. Felker, Assistant City Clerk



**BYLAW 2020-26**

A bylaw to amend the zoning of Lot 287 (REM), Group 804, Plan 41918 CLSR, 22000 LTO, from IH-Heavy Industrial to IS-Service Industrial, and a portion of Access Road on Plan 43240 CLSR, 22593 LTO, from PG-Greenbelt to IS-Service Industrial.

**LEGEND**

 SUBJECT AREA