

# **CITY OF WHITEHORSE – STANDING COMMITTEES**

Monday, April 15, 2019 – 5:30 p.m.

Council Chambers, City Hall

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## **CALL TO ORDER**

## **ADOPTION OF AGENDA**

**PROCLAMATIONS**            Earth Day – April 22

**DELEGATES**                 J. P. Pinard – Climate Emergency and Whitehorse  
Don Roberts – Climate Change

## **PUBLIC HEALTH AND SAFETY COMMITTEE**

1. Contract Award – Wildfire Risk Reduction Strategy
2. New Business

## **DEVELOPMENT SERVICES COMMITTEE**

1. New Business

## **CORPORATE SERVICES COMMITTEE**

1. 2019-2021 Council Strategic Priorities
2. Authorize Council Travel
3. New Business

## **CITY PLANNING COMMITTEE**

1. Development Incentive Agreement – 468 Range Road
2. Development Incentive Agreement – 807 Wheeler Street
3. New Business

## **CITY OPERATIONS COMMITTEE**

1. New Business

## **COMMUNITY SERVICES COMMITTEE**

1. Contract Award – Rotary Park Playground Replacement
2. New Business



## PROCLAMATION

### **EARTH DAY – April 22, 2019**

WHEREAS the global community faces extraordinary global challenges such as environmental degradation, climate change, pollution, and waste generation; and

WHEREAS it is the responsibility of each of us to safeguard the environment; and

WHEREAS Earth Day is a time to celebrate and inspire environmental awareness, and also to encourage the conservation, protection, and appreciation of our natural resources; and

WHEREAS the City of Whitehorse has a long tradition of environmental sustainability and stewardship, and has demonstrated a commitment to the environment through a variety of initiatives and the promotion of environmental awareness and education;

NOW THEREFORE I, Mayor Dan Curtis, do hereby proclaim April 22, 2019 to be ***Earth Day*** in the City of Whitehorse; and

The City of Whitehorse encourages all local businesses, organizations and residents to participate in the **20 Minute Makeover** on May 15, 2019 to ensure a cleaner, greener Whitehorse.

Dan Curtis  
Mayor

**CITY OF WHITEHORSE  
PUBLIC HEALTH AND SAFETY COMMITTEE**

Date: Monday, April 15, 2019

Location: Council Chambers, City Hall

Chair: Jocelyn Curteanu Vice-Chair: Stephen Roddick



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Presented by Glenda Koh	
<b>2. New Business</b>	

File: Wildfire Risk Reduction Strategy

## **ADMINISTRATIVE REPORT**

<b>TO:</b> Public Health and Safety Committee
<b>FROM:</b> Administration
<b>DATE:</b> April 15, 2019
<b>RE:</b> Contract Award – Wildfire Risk Reduction Strategy

### **ISSUE**

Contract award for the preparation of a Wildfire Risk Reduction Strategy

### **REFERENCE**

- RFP 2019-008: Wildfire Risk Reduction Strategy
- Consulting Services Selection Procedures Policy
- 2017 Hazard Identification and Risk Analysis
- 2011 Whitehorse Community Climate Adaptation Plan
- 2002 Whitehorse Fuel Management Plan
- 2006 Whitehorse West Landscape-level Fuel Management Plan
- 2019-2022 Capital Budget, Wildfire Risk Reduction Strategy (600c00219)

### **HISTORY**

In 2002 and 2006 the City commissioned two reports that identified the wildfire risk and recommended treatment in various areas within the city. Since then, fuel management has occurred in accordance with those plans.

In the 2017 Hazard Identification and Risk Analysis report, wildfire risk was identified as an important and prominent hazard facing the city. Additionally, in 2018 wildfire risk was identified by the residents of Whitehorse as one of the City's top two challenges in the Smart Cities competition.

In an effort to increase the City's response to wildfire risk, the 2019 budget included a Wildfire Risk Reduction Strategy project, subject to external funding. City Administration applied for and received funding from the Climate Change Preparedness in the North Fund to prepare a Wildfire Risk Reduction Strategy. On February 8, 2019, the City released a Request for Proposals (RFP) to prepare a Wildfire Risk Reduction Strategy.

The strategy will be prepared with partner agencies.

### **ALTERNATIVES**

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

### **ANALYSIS**

The purpose of the project is to reduce the city's vulnerability to the risk of wildfire. The objective is to create a City strategy that will:

- Establish funding requirements to manage wildfire risk;
- Inform forest management planning, park planning, and review of the Official Community Plan (OCP);
- Be consistent with existing regulations, City plans, and consultation requirements;
- Engage landowners and residents to understand and undertake wildfire risk reduction on private property;
- Be a tool to leverage funding for risk reduction activities; and
- Include an implementation plan.

This project links to the following strategic objectives in the Whitehorse Sustainability Plan and the OCP:

- Healthy Environment and Wilderness – resulting in long-term forest management.
- Safe and Healthy Community – aiming to reduce the risk of human and property damage within the city.
- Consistent with OCP section 1.4 Wildfire Protection, which identifies the need for fire breaks, awareness, and shared responsibility for Fire Smart actions.

The City received two proposals in response to the request for proposals issued:

- TransNorthern Management Consulting
- EDI Environmental Dynamics Inc.

A City evaluation team reviewed the proposals in accordance with the Consulting Services Selection Procedures Policy. The team comprised staff from Planning and Sustainability Services and the Fire Department.

The proposals were evaluated in accordance with criteria as follows:

Project Team	20%	Methodology & Approach	30%
Past Relevant Experience & Performance	30%	Schedule	5%
Adjusted Fees	10%	Local Content	5%

Evaluation was a two-step process where all proposals were scored on the first four technical criteria. Proposals that scored at least 80% (e.g. 68/85 points) on those criteria proceeded to the second stage, which considered adjusted fees and local content.

The highest scoring proposal was submitted by TransNorthern Consulting. Their proposed fees of \$69,200 (including travel and disbursements, not including GST) will be spent in 2019 and 2020.

The capital budget contains sufficient funds for this contract.

### **ADMINISTRATIVE RECOMMENDATION**

THAT Council authorize Administration to award the contract for the preparation of a Wildfire Risk Reduction Strategy to TransNorthern Consulting in the amount of \$69,200 plus GST.

**CITY OF WHITEHORSE  
DEVELOPMENT SERVICES COMMITTEE AGENDA**

Date: Monday, April 15, 2019

Location: Council Chambers, City Hall

Chair: Laura Cabott      Vice-Chair: Dan Boyd



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**Pages**

**1. New Business**

**CITY OF WHITEHORSE  
CORPORATE SERVICES COMMITTEE AGENDA**

Date: Monday, April 15, 2019

Location: Council Chambers, City Hall

Chair: Samson Hartland      Vice Chair: Laura Cabott



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<b>2. Authorize Council Travel</b>	6 - 6
Presented by Catherine Constable	
<b>3. New Business</b>	

## **ADMINISTRATIVE REPORT**

<b>TO:</b> Corporate Services Committee
<b>FROM:</b> Administration
<b>DATE:</b> April 15, 2019
<b>RE:</b> 2019-2021 Council Strategic Priorities

### **ISSUE**

Public release of the City of Whitehorse 2019-2021 Strategic Priorities

### **REFERENCE**

City of Whitehorse 2019-2021 Strategic Priorities (attached).

### **HISTORY**

Following the October 2018 municipal election, Council undertook a process to identify its strategic priorities for the 2019-2021 term of office. From amongst many potential initiatives, some of which could not be fully addressed in one Council term, and based in part on citizen concerns heard during the election and thereafter, Council has identified six strategic priority areas and has provided direction to Administration to focus attention on these priorities:

- Official Community Plan
- Emergency Preparedness
- Attainable Housing
- Arctic Winter Games (2020)
- Asset Management
- City Building Consolidation Project

### **ALTERNATIVES**

1. Confirm the 2019-2021 Strategic Priorities and authorize their release to the public
2. Refer the 2019-2021 Strategic Priorities back to Administration with additional direction

### **ANALYSIS**

The strategic priorities will guide the City's operational focus during the term of office and provide direction to staff. They are reflected in Council's recent capital and operational budget decisions, and will be reflected in future year budgets during the term.

Council will review priorities on an annual basis, to make any necessary adjustments and report progress to the public.

### **ADMINISTRATIVE RECOMMENDATION**

THAT Council confirm its 2019-2021 Strategic Priorities; and

THAT Council authorize the public release of the 2019-2021 Strategic Priorities.

2019-2021

## Strategic Priorities

The Strategic Priorities provide overall direction and guide strategic goals and actions to focus the City's limited resources to best support the community's vision and the provision of services desired by the citizens of Whitehorse.



### Official Community Plan

The City of Whitehorse has launched *Whitehorse 2040*, a review of its Official Community Plan (OCP). The OCP is the City's highest level planning document that sets the overall direction for the community over the next 20 years, to about 2040.



### Emergency Preparedness

Council has reviewed the Hazard Identification and Risk Assessment report that identified the types of emergencies that would be the most likely and the highest risks for the City. Next steps include updating the City's Emergency Plan, actions to mitigate risks and development of an improved Emergency Communications Plan for communicating with the public in an emergency.



### Attainable Housing

The City of Whitehorse is preparing an attainable housing strategy to support the development of new housing to meet Whitehorse's current and future needs. It will form part of the new Official Community Plan currently under development.



### Arctic Winter Games

The City of Whitehorse has committed to hosting the 2020 Arctic Winter Games along with our partner, the Yukon Government. The Arctic Winter Games are a unique circumpolar multi-sport event dedicated to celebrating traditional games and sharing northern culture.



### Asset Management

The City will further develop a systematic and coordinated approach for managing the community's assets in order to ensure they are being used in a sustainable and fiscally responsible way.



### City Building Consolidation Project

The largest part of the City Building Consolidation Project is nearing completion with the forthcoming move of services from the Municipal Services Building. The next phases of this project involve construction of a new downtown fire hall and repurposing of the existing fire hall site for other City service delivery. This consolidation project addresses the City's abilities to continue effective service delivery as our community continues to grow.



# Action Items 2019

Official Community Plan	Emergency Preparedness	Attainable Housing
<ul style="list-style-type: none"> <li>• Determine scope for OCP review, incorporating numerous long-range plans</li> <li>• Complete Phase 1- Awareness Building and Phase 2 – Explore New Concepts</li> <li>• Launch Phase 3 – Draft the Plan</li> </ul>	<ul style="list-style-type: none"> <li>• Assess hazards and risks</li> <li>• Assess emergency preparedness</li> <li>• Provide EMO orientation for elected officials</li> <li>• Implement wildfire fuel abatement activities</li> <li>• Conduct prescribed burns as conditions allow</li> <li>• Participate in Operation Nanook exercise planning, training and delivery</li> <li>• Update Emergency Plan (including evacuation plans)</li> <li>• Implement Emergency Communications Plan</li> </ul>	<ul style="list-style-type: none"> <li>• Report on status of housing unit supply</li> <li>• Sell city housing lots: Takhini North, Arkell</li> <li>• Develop City/Yukon Government land transfer protocol (draft)</li> <li>• Develop usable/adaptable housing initiatives to promote accessibility and “aging in place” within the City’s future housing stock</li> <li>• Support Safe at Home initiatives in conjunction with partners</li> </ul>



## Action Items 2019

### Arctic Winter Games

- Participate in meetings hosting Arctic Winter Games International Committee & Chefs de Mission
- Celebrate one-year countdown to the Games
- Develop & implement Arctic Winter Games volunteer policy, support staff as they take on key volunteer roles, & support host society & games-time participation of City officials and staff
- Track in-kind services provided by the city such as facility use and transit services
- Sport & culture venue preparation

### Asset Management

- Complete a third party review of asset management system implementation
- Identify opportunities to enhance existing front line tracking and asset evaluation processes
- Support integrated departmental asset management initiatives
- Develop a records management framework

### City Building Consolidation

- Operations building commissioning and move-in
- Fire hall construction tender
- Confirm office alternatives for staff not moving to the operations building
- Prepare services building concepts, including transit hub and downtown comfort station

# Whitehorse

THE WILDERNESS CITY

Council's Strategic Priorities set the City's focus for the next three years. **On an annual basis, we will be reviewing the priorities, making adjustments and reporting our progress** on how this work is having a positive impact in making Whitehorse an even better city to live, work and play.

### Questions?

Contact us at: [mayorandcouncil@whitehorse.ca](mailto:mayorandcouncil@whitehorse.ca)

Mayor Dan Curtis [dan.curtis@whitehorse.ca](mailto:dan.curtis@whitehorse.ca)

Councillor Dan Boyd [dan.boyd@whitehorse.ca](mailto:dan.boyd@whitehorse.ca)

Councillor Laura Cabott [laura.cabott@whitehorse.ca](mailto:laura.cabott@whitehorse.ca)

Councillor Jocelyn Curteanu [jocelyn.curteanu@whitehorse.ca](mailto:jocelyn.curteanu@whitehorse.ca)

Councillor Samson Hartland [samson.hartland@whitehorse.ca](mailto:samson.hartland@whitehorse.ca)

Councillor Steve Roddick [steve.roddick@whitehorse.ca](mailto:steve.roddick@whitehorse.ca)

Councillor Jan Stick [jan.stick@whitehorse.ca](mailto:jan.stick@whitehorse.ca)



## City of Whitehorse

2121 Second Avenue

Whitehorse, Yukon

Y1A 1C2

(867) 668-8626

[whitehorse.ca](http://whitehorse.ca)

## **ADMINISTRATIVE REPORT**

<b>TO:</b> Corporate Services Committee
<b>FROM:</b> Administration
<b>DATE:</b> April 15, 2019
<b>RE:</b> Authorize Council Travel

### **ISSUE**

Authorization of expenses for travel by council members

### **REFERENCE**

Council Remuneration Bylaw

Council Expense Policy

### **HISTORY**

Council's Expense Policy requires prior approval by council resolution for all requests for funding or reimbursement of expenses incurred in conjunction with travel by members of council outside the City of Whitehorse.

### **ALTERNATIVES**

1. Authorize the requests for travel and per diem expenses
2. Deny the requests for travel and per diem expenses

### **ANALYSIS**

Various members of council have indicated their intention to attend this year's Annual General Meeting of the Association of Yukon Communities to be held in Haines Junction and the Federation of Canadian Municipalities Annual Conference to be held in Quebec City.

### **ADMINISTRATIVE RECOMMENDATION**

THAT travel expenses from the City-representative allocation and daily stipend expenses from the councillor-initiated allocation be authorized for Councillors Roddick and Stick to attend the 2019 Annual General Meeting of the Association of Yukon Communities in Haines Junction, and

THAT travel and daily stipend expenses from the councillor-initiated allocation be authorized for Councillors Boyd and Cabott to attend the 2019 Annual General Meeting of the Association of Yukon Communities in Haines Junction, and

THAT travel and daily stipend expenses from the councillor-initiated allocation be authorized for Councillors Boyd, Cabott, Curteanu and Roddick to attend the Federation Canadian Municipalities 2019 Annual Conference in Quebec City.

**CITY OF WHITEHORSE  
CITY PLANNING COMMITTEE AGENDA**

Date: Monday, April 15, 2019

Location: Council Chambers, City Hall

Chair: Stephen Roddick

Vice-Chair: Jan Stick



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Presented by Mike Ellis	
<b>2. Development Incentive Agreement - 807 Wheeler Street</b>	<b>8 - 13</b>
Presented by Mike Ellis	
<b>3. New Business</b>	

## **ADMINISTRATIVE REPORT**

<b>TO:</b> Planning Committee
<b>FROM:</b> Administration
<b>DATE:</b> April 15, 2019
<b>RE:</b> Development Incentive Agreement – 468 Range Road

### **ISSUE**

Development incentive agreement for a 73 unit supportive/rental housing development for seniors.

### **REFERENCE**

- Development Incentives Policy
- Development Incentive Agreement
- City Grantmaking Policy
- Zoning Bylaw 2012-20

### **HISTORY**

The City has received an application for a major development incentive from KBC Developments Inc. for the construction of 73 supportive/rental seniors housing units on Range Road in the Takhini neighbourhood.

The Development Incentives Policy is meant to encourage specific development in the city, including rental housing, mixed-use development, and supportive housing. Under this policy, developments that meet the specified criteria are eligible for a yearly monetary grant from the City. The value of the grant would be based on the increase in taxation due to the improvements on the property.

Administration is currently drafting updates to this policy that will be brought forward for consideration in early summer 2019.

Per the policy, a major development incentive would grant a developer a ten-year economic development incentive (EDI) to a maximum of \$500,000 and is authorized through a development agreement with Council. Implementation is through a grant to the property owner after taxes have been paid in full.

### **ALTERNATIVES**

1. Approve the development incentive agreement (attached).
2. Do not approve the development incentive agreement.

### **ANALYSIS**

#### **Project Details**

The proponent has provided appropriate site plans and construction drawings and has been issued a development permit for the project. The five storey building consists of 73 studio, one-bedroom, and two-bedroom units. There is also a significant supportive

housing component to the building, which includes shared dining areas, exercise area, a salon, and reception/staff offices. Underground parking is also proposed.

While this project is being permitted as 'supportive housing' under the Zoning Bylaw, it does not qualify for a major development incentive for supportive housing. Per the policy, supportive housing must be owned and operated by a non-profit or non-government organization. This development will be owned by a private, for-profit company. As an alternative, Administration has determined that the project would qualify for a major incentive for rental housing. However, the incentive would only apply to the residential portions of the building.

This project conforms to all City zoning and building regulations and meets the criteria for a major development incentive.

### **Development Incentive Agreement**

The development agreement lists the total value of \$500,000, timeline for the major incentive, and specifies that the rental housing must be owned and operated by KBC Developments Inc. for a minimum of 10 years, or they will be required to repay the City for all grant money disbursed. However, the agreement can be transferred in full to another owner, with City approval, if the owner chooses to sell or transfer the property. Other conditions that the developer/property owner must meet to remain eligible for the grants are also specified.

The City Grant-Making Policy states that cumulative grants per organization shall not exceed a total of \$50,000. The Grant-Making Policy also includes visibility requirements that ensure the City receives full credit for its contribution to/assistance with the project. The applicant must meet these criteria should Council approve this application.

The development incentive agreement will also state that the units may not be used for the purposes of an AirBnB or other short term rental.

### **ADMINISTRATIVE RECOMMENDATION**

THAT Council approve a development incentive agreement with respect to a major development incentive for 73 unit supportive/rental seniors housing development at 468 Range Road.

**DEVELOPMENT INCENTIVE AGREEMENT**

THIS Development Incentive Agreement made in triplicate as of this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**BETWEEN:**

**THE CITY OF WHITEHORSE**  
a municipal corporation  
(hereinafter called “the City”)

**BEING THE PARTY OF THE FIRST PART**

**AND:**

**KBC DEVELOPMENTS INC.**  
(hereinafter called “the Developer”)

**BEING THE PARTY OF THE SECOND PART**

**IN RESPECT OF:**

**435-190-3, Group 804**  
**Takhini Subdivision**  
**Whitehorse, Yukon Territory**  
**Plan 35041 LTO**

**(hereinafter called the “Subject Land”)**

**1) PREAMBLE**

WHEREAS the Developer is the registered owner of the Subject Land in fee simple; and

WHEREAS under Development Permit **2019-0511** the Developer applied under the City’s Development Incentives Policy (the “Policy”) for a Major Development Incentive in relation to the development of 73 rental housing units, which are maintained for a minimum of ten years (hereinafter called the “Development”), to be constructed on the Subject Land; and

WHEREAS the Whitehorse City Council, being satisfied that the development qualifies for a Major Development Incentive in accordance with paragraph (3) of the “ELIGIBILITY CRITERIA” section of the Policy, is given the authority to approve the application for a Major Development Incentive and the entering into of this Development Incentive Agreement.

NOW THEREFORE in consideration of the premises and mutual terms, covenants and conditions to be observed and performed by each of the parties hereto, the parties agree as follows:

**2) PROVISION OF DEVELOPMENT INCENTIVE GRANT**

- a) Provided that the Developer pays the full amount of the property taxes owed to the City in relation to the residential component of the Subject Land, the City shall, for ten years, commencing in the property tax year following occupancy approval for the Development, grant 100% of the increase of the property taxes for the residential component of the Subject Land resulting from the construction of the Development determined in accordance

with the provisions of the Policy (the “Property Tax Increase”), up to a maximum of \$500,000.00 in total (the “Grant”).

- b) The Developer agrees and acknowledges that the right of the Developer to receive the Grant and the obligation of the City to provide the Grant is conditional upon:
  - a. commencing construction of the Development within two years of issuance of an approved Building Permit from the City for the Development;
  - b. the Subject Land not being used for short term or nightly rental through a ‘sharing economy’ platform such as AirBnB;
  - c. meeting the Visibility Criteria and Conditions in the City Grant-making Policy;
  - d. the City passing a by-law each year authorizing the Grant for that year; and
  - e. the Developer submitting an annual written request for the Grant to Planning and Sustainability Services by August 1 in each year.
- c) The Developer acknowledges that a condition to receiving the Grant is the continued ownership of at least four rental housing units for a minimum of ten years, and in the event that the Developer transfers ownership, partial ownership, or implied interest in ownership of any parcel of the Subject Land against which this Development Incentive Agreement is registered, or uses the Subject Land for short term rental accommodation through an online sharing economy platform, such as Airbnb, without the written consent of the City, then the full amount of the Grant paid by the City to the Developer up to that date shall be repaid immediately by the Developer to the City, and to secure the repayment of the Grant, the Developer hereby mortgages to the City all of its estate and interest in the Subject Land.
- d) The Developer agrees and acknowledges that the right of the Developer to receive the Grant and the obligation of the City to provide the Grant terminates in the event that any Building Permit associated with the Development is cancelled due to inactivity or failure to obtain a final occupancy approval for the Development within a reasonable period of time.
- e) The Developer agrees and acknowledges that the right of the Developer to receive the Grant and the obligation of the City to provide the Grant terminates in the event that the Developer is in arrears of paying its municipal taxes for the Subject Land for a period of thirty days or more.

### **3) ASSIGNABILITY OF DEVELOPMENT INCENTIVE AGREEMENT**

- a) This Development Incentive Agreement and any of the rights or obligations created hereunder may be assigned or transferred by the Developer to a subsequent purchaser of the Subject Land.
  - i. It is understood between the parties that in the event that the Developer assigns any of its duties or obligations herein granted to it by the City pursuant to this Agreement, that the City, at its sole option, has the full right to request that a further Development Incentive Agreement be entered into by the assignee or transferee; and, where requested by the City, that no assignment of this Development Incentive Agreement shall be permitted unless the proposed assignee or transferee enters into such new Agreement.
  - ii. The right of the assignee or transferee to receive the Grant and the obligation of the City to provide the Grant is conditional upon the assignee or transferee being endorsed as the registered owner of the Subject Land on a current Certificate of Title filed at the Yukon Land Titles Office.

### **4) NOTICES**

- a) Whenever, under the provision of this Development Incentive Agreement, any notices, demands or requests are required to be given by either party to the other, such notice, demand or request may

(except where expressly otherwise herein provided) be given by delivery by hand to, by sending the same by facsimile, or by registered mail sent to, the respective addresses or facsimile number hereinafter provided for, and if given by mail shall be deemed to have been served and given on the second business day following the date of mailing by registered mail and provided such addresses or facsimile number may change upon five (5) days notice. In the event that notice is served by mail at the time when there is an interruption of mail service affecting the delivery of mail, the notice shall not be deemed to have been served until one (1) week after the date that the normal service is restored. The respective addresses and facsimile number of the parties being, in the case of the City:

**THE CITY OF WHITEHORSE**

ATTENTION: Manager, Planning and Sustainability Services  
 2121 Second Avenue  
 Whitehorse, Yukon  
 Y1A 1C2  
 Fax: (867) 668-8395

and in the case of the Developer:

**KBC DEVELOPMENTS INC.**

ATTENTION: Eric Brohman  
 7 Nuthatch Place  
 Whitehorse, YT Y1A 5X5

**5) GENERAL**

- a) This Development Incentive Agreement shall inure to the benefit of and be binding upon the parties, their heirs, executors, administrators, successors and permitted assigns.

**IN WITNESS WHEREOF** the parties hereto have executed this Development Agreement on the day and year first above written.

**THE CITY OF WHITEHORSE, per:** )

)

\_\_\_\_\_ )

**Dan Curtis, Mayor** )

)

\_\_\_\_\_ )

**Norma Felker, Assistant City Clerk** )

(SEAL)

**OWNER:** )

**KBC DEVELOPMENTS INC., per** )

)

)

\_\_\_\_\_ )

**Eric Brohman, Director** )

\_\_\_\_\_ )

**Witness Signature**

**Print Name:** \_\_\_\_\_



**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 **Eric Brohman**, named in the within instrument who identified herself to me to be the persons named therein, duly sign and execute the same 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 party is 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 \_\_\_\_\_, 2019. )

\_\_\_\_\_  
**A Notary Public in and** )  
**for the Yukon Territory** )  
 )  
\_\_\_\_\_  
**Print Name of Notary Public** )

\_\_\_\_\_  
**Signature of Witness**  
\_\_\_\_\_  
**Print Name of Witness**

File #: DI-09-2019

## **ADMINISTRATIVE REPORT**

<b>TO:</b> Planning Committee
<b>FROM:</b> Administration
<b>DATE:</b> April 15, 2019
<b>RE:</b> Development Incentive Agreement – 807 Wheeler Street

### **ISSUE**

Development incentive agreement for a four unit rental housing development Downtown.

### **REFERENCE**

- Development Incentives Policy
- Development Incentive Agreement
- City Grantmaking Policy
- Zoning Bylaw 2012-20

### **HISTORY**

The City has received an application for a major development incentive from Kevin Harms for the construction of four rental housing units on Wheeler Street. This development meets the criteria for the major development incentive, and Administration is bringing a development incentive agreement forward for Council approval.

The Development Incentives Policy is meant to encourage specific development in the city, including rental housing, mixed-use development, and supportive housing. Under this policy, developments that meet the specified criteria are eligible for a yearly monetary grant from the City. The value of the grant would be based on the increase in taxation due to the improvements on the property.

Administration is currently drafting updates to this policy that will be brought forward for consideration in summer 2019.

Per the policy, a major development incentive would grant a developer a ten-year economic development incentive (EDI) to a maximum of \$500,000 and is authorized through a development agreement with Council. Implementation is through a grant to the property owner after taxes have been paid in full.

### **ALTERNATIVES**

1. Approve the development incentive agreement (attached).
2. Do not approve the development incentive agreement.

## **ANALYSIS**

### **Project Details**

The proponent has provided appropriate site plans and construction drawings and has been issued a development permit for the project. The two storey building consists of four two-bedroom, three floor (including basement) units.

This project conforms to all City zoning and building regulations and meets the criteria for a major development incentive.

### **Development Incentive Agreement**

The development agreement lists the maximum value of \$500,000, timeline for the major incentive, and specifies that the building must be operated as rental housing for a minimum of 10 years, or the proponent will be required to repay the City for all grant money disbursed. Other conditions that the developer/property owner must meet to remain eligible for the grants are also specified.

The City Grant-Making Policy states that cumulative grants per organization shall not exceed a total of \$50,000. The Grant-Making Policy also includes visibility requirements that ensure the City receives full credit for its contribution to/assistance with the project. The applicant must meet these criteria should Council approve this application.

The development incentive agreement will also state that the units may not be used for the purposes of an AirBnB or other short term rental.

## **ADMINISTRATIVE RECOMMENDATION**

THAT Council approve a development incentive agreement with respect to a major development incentive for a four unit rental housing development at 807 Wheeler Street.

**DEVELOPMENT INCENTIVE AGREEMENT**

THIS Development Incentive Agreement made in triplicate as of this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**BETWEEN:**

**THE CITY OF WHITEHORSE**  
a municipal corporation  
(hereinafter called “the City”)

**BEING THE PARTY OF THE FIRST PART**

**AND:**

**KEVIN HARMS**  
(hereinafter called “the Developer”)

**BEING THE PARTY OF THE SECOND PART**

**IN RESPECT OF:**

**Lot 11, Block 151**  
**Downtown**  
**Whitehorse, Yukon Territory**  
**Plan 20077 LTO**

**(hereinafter called the “Subject Land”)**

**1) PREAMBLE**

WHEREAS the Developer is the registered owner of the Subject Land in fee simple; and

WHEREAS under Development Permit **2019-0521** the Developer applied under the City’s Development Incentives Policy (the “Policy”) for a Major Development Incentive in relation to the development of four rental housing units, which are maintained for a minimum of ten years (hereinafter called the “Development”), to be constructed on the Subject Land; and

WHEREAS the Whitehorse City Council, being satisfied that the development qualifies for a Major Development Incentive in accordance with paragraph (3) of the “ELIGIBILITY CRITERIA” section of the Policy, is given the authority to approve the application for a Major Development Incentive and the entering into of this Development Incentive Agreement.

NOW THEREFORE in consideration of the premises and mutual terms, covenants and conditions to be observed and performed by each of the parties hereto, the parties agree as follows:

**2) PROVISION OF DEVELOPMENT INCENTIVE GRANT**

- a) Provided that the Developer pays the full amount of the property taxes owed to the City in relation to the residential component of the Subject Land, the City shall, for ten years, commencing in the property tax year following occupancy approval for the Development, grant 100% of the increase of the property taxes for the residential component of the Subject Land resulting from the construction of the Development determined in accordance

with the provisions of the Policy (the “Property Tax Increase”), up to a maximum of \$500,000.00 in total (the “Grant”).

- b) The Developer agrees and acknowledges that the right of the Developer to receive the Grant and the obligation of the City to provide the Grant is conditional upon:
  - a. commencing construction of the Development within two years of issuance of an approved Building Permit from the City for the Development;
  - b. the Subject Land not being used for short term or nightly rental through a ‘sharing economy’ platform such as AirBnB;
  - c. meeting the Visibility Criteria and Conditions in the City Grant-making Policy;
  - d. the City passing a by-law each year authorizing the Grant for that year; and
  - e. the Developer submitting an annual written request for the Grant to Planning and Sustainability Services by August 1 in each year.
- c) The Developer acknowledges that a condition to receiving the Grant is the continued ownership of at least four rental housing units for a minimum of ten years, and in the event that the Developer transfers ownership, partial ownership, or implied interest in ownership of any parcel of the Subject Land against which this Development Incentive Agreement is registered, or uses the Subject Land for short term rental accommodation through an online sharing economy platform, such as Airbnb, without the written consent of the City, then the full amount of the Grant paid by the City to the Developer up to that date shall be repaid immediately by the Developer to the City, and to secure the repayment of the Grant, the Developer hereby mortgages to the City all of its estate and interest in the Subject Land.
- d) The Developer agrees and acknowledges that the right of the Developer to receive the Grant and the obligation of the City to provide the Grant terminates in the event that any Building Permit associated with the Development is cancelled due to inactivity or failure to obtain a final occupancy approval for the Development within a reasonable period of time.
- e) The Developer agrees and acknowledges that the right of the Developer to receive the Grant and the obligation of the City to provide the Grant terminates in the event that the Developer is in arrears of paying its municipal taxes for the Subject Land for a period of thirty days or more.

### **3) ASSIGNABILITY OF DEVELOPMENT INCENTIVE AGREEMENT**

- a) This Development Incentive Agreement and any of the rights or obligations created hereunder may be assigned or transferred by the Developer to a subsequent purchaser of the Subject Land.
  - i. It is understood between the parties that in the event that the Developer assigns any of its duties or obligations herein granted to it by the City pursuant to this Agreement, that the City, at its sole option, has the full right to request that a further Development Incentive Agreement be entered into by the assignee or transferee; and, where requested by the City, that no assignment of this Development Incentive Agreement shall be permitted unless the proposed assignee or transferee enters into such new Agreement.
  - ii. The right of the assignee or transferee to receive the Grant and the obligation of the City to provide the Grant is conditional upon the assignee or transferee being endorsed as the registered owner of the Subject Land on a current Certificate of Title filed at the Yukon Land Titles Office.

### **4) NOTICES**

- a) Whenever, under the provision of this Development Incentive Agreement, any notices, demands or requests are required to be given by either party to the other, such notice, demand or request may

(except where expressly otherwise herein provided) be given by delivery by hand to, by sending the same by facsimile, or by registered mail sent to, the respective addresses or facsimile number hereinafter provided for, and if given by mail shall be deemed to have been served and given on the second business day following the date of mailing by registered mail and provided such addresses or facsimile number may change upon five (5) days notice. In the event that notice is served by mail at the time when there is an interruption of mail service affecting the delivery of mail, the notice shall not be deemed to have been served until one (1) week after the date that the normal service is restored. The respective addresses and facsimile number of the parties being, in the case of the City:

**THE CITY OF WHITEHORSE**  
ATTENTION: Manager, Planning and Sustainability Services  
2121 Second Avenue  
Whitehorse, Yukon  
Y1A 1C2  
Fax: (867) 668-8395

and in the case of the Developer:

**KEVIN HARMS**  
Box 20811  
Whitehorse, YT Y1A 6N8

**5) GENERAL**

- a) This Development Incentive Agreement shall inure to the benefit of and be binding upon the parties, their heirs, executors, administrators, successors and permitted assigns.

**THE CITY OF WHITEHORSE, per:** )

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**Dan Curtis, Mayor** )

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(SEAL)

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\_\_\_\_\_  
**Norma Felker, Assistant City Clerk** )

)

**OWNER:** )

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\_\_\_\_\_  
**Witness** )

\_\_\_\_\_  
**KEVIN HARMS**

**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 **Kevin Harms**, named in the within instrument who identified herself to me to be the persons named therein, duly sign and execute the same 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 party is 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 \_\_\_\_\_, 2019. )

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

\_\_\_\_\_  
Signature of Witness  
\_\_\_\_\_  
Print Name of Witness

**CITY OF WHITEHORSE  
CITY OPERATIONS COMMITTEE AGENDA**

Date: Monday, April 15, 2019

Location: Council Chambers, City Hall

Chair: Dan Boyd      Vice-Chair: Samson Hartland



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**Pages**

**1. New Business**

**CITY OF WHITEHORSE  
COMMUNITY SERVICES COMMITTEE**

Date: Monday, April 15, 2019

Location: Council Chambers, City Hall

Chair: Jan Stick      Vice-Chair: Jocelyn Curteanu



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	<b>Pages</b>
<b>1. Contract Award - Rotary Park Playground Replacement</b>	<b>1 - 2</b>
Presented by Landon Kulych	
<b>2. New Business</b>	

## **ADMINISTRATIVE REPORT**

<b>TO:</b> Community Services Committee
<b>FROM:</b> Administration
<b>DATE:</b> April 15 <sup>th</sup> , 2019
<b>RE:</b> Contract Award – Rotary Park Playground Replacement

### **ISSUE**

Authorize a contract award to Blue Imp for the design, supply and installation of a playground at Rotary Peace Park.

### **REFERENCE**

RFP 2019-005 Design, Supply and Installation of a Playground at Rotary Peace Park.  
Council Policy: Purchasing and Sales  
Capital Budget Account 740c00217

### **HISTORY**

A request for proposals (RFP) for the design, supply and installation of a playground for Rotary Peace Park was released on February 4<sup>th</sup>, 2019 and closed on March 22, 2019. The RFP was advertised on the City's website and in local newspapers. The RFP documents were made available via the City's e-procurement platform [www.whitehorse.bonfirehub.ca](http://www.whitehorse.bonfirehub.ca).

The City received five compliant proposals from the following businesses:

- Blue Imp
- Habitat Systems
- Ketz Construction
- MacQueen Playground Installations
- Play KSL

The proposals were reviewed independently by an internal evaluation team comprised of three personnel from the Parks & Trails department. The evaluation team followed the Council Policy on Purchases and Sales and the scoring criteria included in the RFP package.

### **ALTERNATIVES**

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

### **ANALYSIS**

The proposals were evaluated in accordance with the following criteria, published in the RFP:

1. Experience
2. Industry Certifications
3. Installation Certification

4. Quality
5. Appearance
6. Accessibility
7. Optimization of Space
8. Play Value
9. Variety of features
10. Structures
11. Dynamic & Complimenting Features

The analysis of the proposals is a two-step process where all proposals are first evaluated on the technical criteria. Proposals that score at least 600 on these criteria move on to the second stage of evaluation. The latter stage evaluates price.

The highest scoring proposal was submitted by Blue Imp.

The cost of the Blue Imp proposal is \$389,920 not including GST.

The City of Whitehorse capital budget for Rotary Park Playground Replacement contains sufficient funds for this contract.

#### **ADMINISTRATIVE RECOMMENDATION**

THAT Council authorize Administration to award the contract for the design, supply and installation of a playground at Rotary Peace Park to Blue Imp in the amount of \$389,920 not including GST.