

CITY OF WHITEHORSE – STANDING COMMITTEES

Monday, September 21, 2020 – 5:30 p.m.

Council Chambers, City Hall

CALL TO ORDER

ADOPTION OF AGENDA

PROCLAMATIONS

DELEGATE SUBMISSIONS

CITY PLANNING COMMITTEE

1. Land Sale and Transfer – 75 Ortona Avenue Lot Enlargement
2. Land Sale and Transfer – Mt. Sima Road Lot Enlargements
3. New Business

CITY OPERATIONS COMMITTEE

1. New Business

COMMUNITY SERVICES COMMITTEE

1. Contract Award – Canada Games Centre Accessible Playground
2. New Business

PUBLIC HEALTH AND SAFETY COMMITTEE

1. New Business

DEVELOPMENT SERVICES COMMITTEE

1. New Business

CORPORATE SERVICES COMMITTEE

1. 2nd Quarter Capital Variance Report
2. 2nd Quarter Operating Variance Report – For Information Only
3. Fees and Charges Amendment (3rd Quarter Changes)
4. Urban Electrification Local Improvement (3 Strawberry Lane)
5. Contract Award – Group Benefits Program
6. Council Remuneration Bylaw (2021 to 2024 Term)
7. New Business

CITY OF WHITEHORSE
CITY PLANNING COMMITTEE
Council Chambers, City Hall



Chair: Jan Stick

Vice-Chair: Samson Hartland

September 21, 2020

Meeting #2020-20

-
1. Land Sale and Transfer – 75 Ortona Avenue Lot Enlargement
Presented by Manager Patrick Ross
 2. Land Sale and Transfer – Mt. Sima Road Lot Enlargements
Presented by Manager Patrick Ross
 3. New Business

ADMINISTRATIVE REPORT

| |
|--|
| TO: Planning Committee |
| FROM: Administration |
| DATE: September 21, 2020 |
| RE: Land Sale and Transfer – 75 Ortona Avenue Lot Enlargement |

ISSUE

Council consideration of a bylaw to authorize the sale of Lot 409, Plan 2015-0051 LTO, to the owner of the adjacent lot on Ortona Avenue in the Takhini North neighbourhood.

REFERENCE

- Zoning Bylaw 2012-20
- Location Sketch
- Land Disposition Policy
- Easement Authority Bylaw 2009-17
- Proposed Land Sale Bylaw 2020-28
- Property Appraisal
- Signed Land Sale Agreement

HISTORY

The owner of 75 Ortona Avenue, Jennifer Dagg, wishes to purchase the 127 m² remainder lot, separating her property from Carpiquet Road and the laneway.

The potential for a lot enlargement to 75 Ortona Avenue was originally identified through the Takhini North Final Concept approved by Council in 2008. Through the subdivision/legal land surveying processes associated with the Takhini North residential intensification project (2010 to 2015), this remainder lot was surveyed in anticipation of a lot enlargement application being advanced by the adjacent property owner in the future.

The proposed disposition was reviewed by the Development Review Committee (DRC) on May 13, 2020, with no operational concerns or requirements being identified in relation to the proposed disposition.

ALTERNATIVES

1. Bring forward Bylaw 2020-28 to authorize the sale and disposition of land
2. Do not proceed with the bylaw process and retain City ownership

ANALYSIS

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

Zoning

The current size of 75 Ortona Avenue is 463 m². The area of the proposed disposition is approximately 127 m², which would bring the new enlarged lot size to approximately

590 m². The increased lot size would allow for the construction of a garden suite, increasing the development potential of the lot.

There are special modifications already in place to the zoning for 75 Ortona Avenue. These modifications include the allowance of a child care centre as a secondary use, a reduced minimum lot size for a child care centre, a restriction of 12 children maximum, and off-street parking requirements. However, there is no current business license for a child care centre at this location. The previous business license lapsed in 2014.

Land Disposition Policy

In accordance with the Land Disposition Policy, the land will be sold at fair market value as determined by an independent private appraisal. The applicant has obtained an appraisal by Stewart, Weir, MacDonald Ltd., establishing a fair market value of \$14,605.00 (exclusive of GST). The applicant has signed a Land Sale Agreement which identifies the terms, cost and timeline of this transaction.

Utility Easement

As noted in the Land Sale Agreement, a portion of the existing NorthwesTel/ATCO Electric Yukon (“ATCO”) joint use pedestal is located within the proposed disposition area. As such, the City will be entering into an easement agreement with ATCO for an easement area comprising approximately 1.5 m² to ensure that continued access and maintenance of the pedestal can be completed by NorthwesTel/ATCO without interference, which may include a restriction on fencing. The easement agreement will be subject to approval by the City’s Director of Development Services pursuant to Easement Authority Bylaw 2009-17 and registered against the title to Lot 409 prior to completion of the disposition to the applicant.

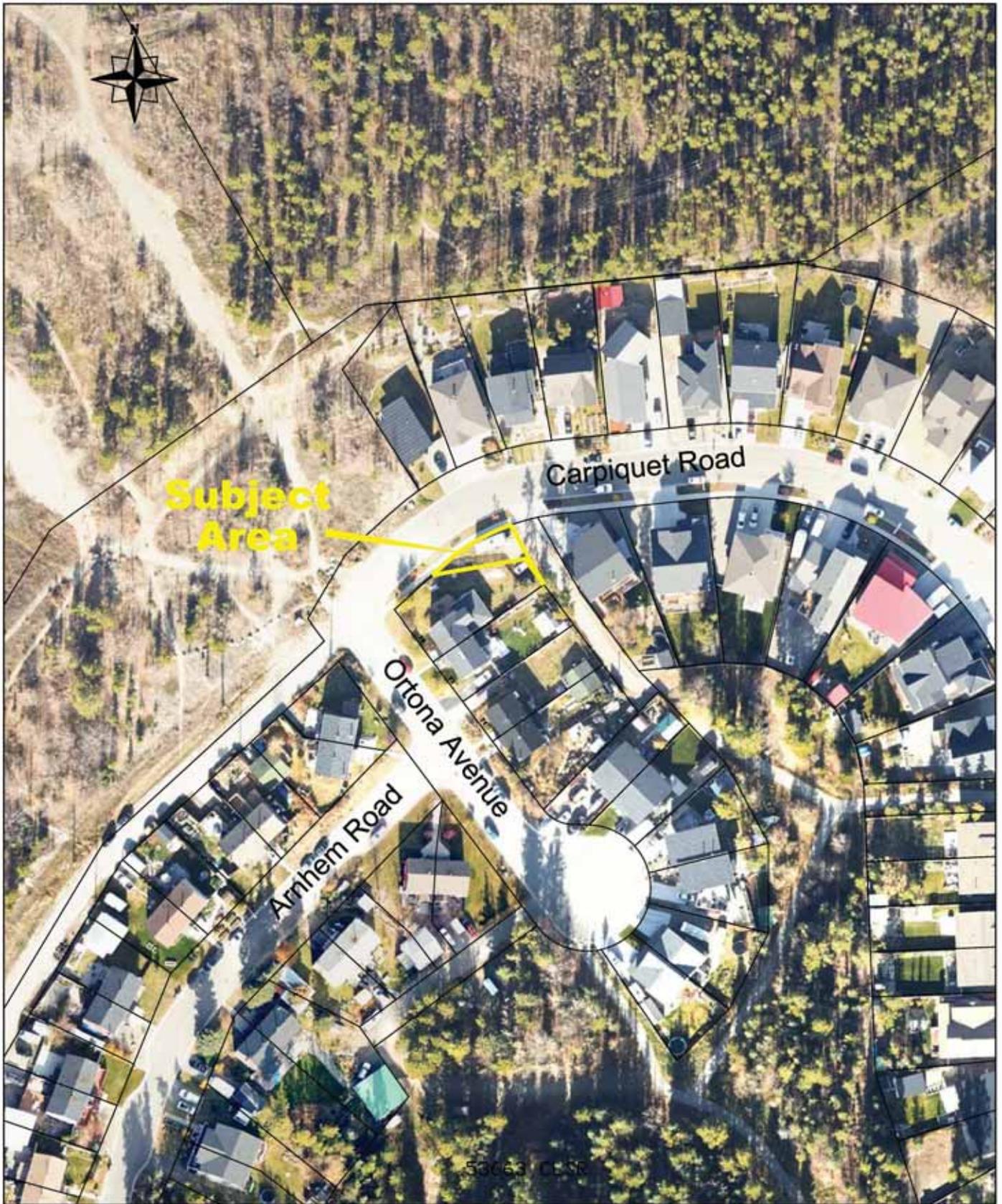
Next Steps

Should Council approve this land sale, Administration will proceed with the land sale, administrative consolidation and easement agreement processes, and transfer the enlargement area in accordance with the terms of the Land Sale Agreement between the applicant and the City.

Not approving the land sale will result in Lot 409 remaining City-owned land.

ADMINISTRATIVE RECOMMENDATION

THAT Council direct that Bylaw 2020-28, a bylaw to authorize the sale and disposition of Lot 409, Plan 2015-0051 LTO, located beside 75 Ortona Avenue, be brought forward for consideration under the bylaw process.



SCALE: NTS DWN. BY: KK
 DATE: September 21, 2020 R.No: 0
 FILE No: 75 Ortona Avenue
 R:\LAND MANAGEMENT\Land Disposition\2020

CITY OF WHITEHORSE - LAND & BUILDING SERVICES

LOCATION SKETCH - IMAGE UNDERLAY
 Proposed disposition of Lot 409, Plan 2015-0051 LTO
 Civic Address: 75 Ortona Avenue



CITY OF WHITEHORSE

BYLAW 2020-28

A bylaw to authorize the sale and transfer of land for a lot enlargement

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

WHEREAS it is deemed desirable that a parcel of land located in the Takhini North neighbourhood on the south side of Carpiquet Road be sold to allow for the enlargement of the lot located at 75 Ortona Avenue;

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

1. The City of Whitehorse is hereby authorized to sell and transfer Lot 409, Plan 2015-0051 LTO, comprising a total area of approximately 127 m² in the Takhini North neighbourhood, as shown on the sketch attached hereto as Appendix "A" and forming part of this bylaw.
2. The parcel identified in section 1 of this bylaw will be sold for the sum of \$14,605.00, representing fair market value as determined by an independent market value appraisal, to the owner of the adjacent property at 75 Ortona Avenue on the condition that the lot enlargement area shall be consolidated with Lot 101, Plan 29819 LTO.
3. The Mayor and Clerk are hereby authorized to execute on behalf of the City of Whitehorse all documentation required for the completion of the sale and transfer of ownership of the said lands in an expeditious manner.
4. This bylaw shall come into full force and effect on the final passing thereof.

FIRST and SECOND READING:

THIRD READING and ADOPTION:

Mayor

Assistant City Clerk



BYLAW 2020-28

A bylaw to authorize sale and disposition of a 127 m² parcel of land, comprising Lot 409, Plan 2015-0051 LTO.

LEGEND

 SUBJECT AREA

LAND SALE AGREEMENT dated this _____ day of _____, 2020.

BETWEEN:

THE CITY OF WHITEHORSE

(the “Vendor”)

- and -

JENNIFER DAGG

(the “Purchaser”)

W H E R E A S:

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

Lot 409, Takhini North Subdivision, Whitehorse, Yukon, Plan 2015-0051 LTO

Comprising **one hundred twenty-seven square metres**, more or less, immediately adjacent to the Purchaser’s Lands, as outlined in yellow on Appendix “A” attached hereto.

(the “Property”)

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

Lot 101, Takhini North Subdivision, Whitehorse, Yukon, Plan 29819 LTO

(the “Purchaser’s Lands”)

C. The Vendor has agreed to sell and the Purchaser has agreed to purchase the Property.

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

1. SALE AND PURCHASE

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

2. DEPOSIT

2.1 The sum of **One Thousand Four Hundred Sixty and 50/100 (\$1,460.50) Dollars**, being a non-refundable deposit (herein referred to as the “Deposit”) on account of

the Purchase Price, is hereby acknowledged by the Vendor. The Deposit shall be applied against the Purchase Price for the Property upon the Closing Date. If the Purchaser elects not to complete the transaction contemplated in this Agreement of Purchase and Sale by the Closing Date, the Deposit shall be forfeited to the Vendor.

3. PURCHASE PRICE

3.1 The purchase price shall be the sum of **Fourteen Thousand Six Hundred Five and 00/100 (\$14,605.00) Dollars plus Goods and Services Tax (the "Purchase Price")**, payable on the following terms, namely cash on closing, of which the Deposit shall form a part (the "Balance Due on Closing"). The Balance Due on Closing shall be paid in the form of a certified cheque, bank draft or solicitor's trust cheque.

3.2 The Purchaser agrees to pay for the cost of the consolidation application, legal survey and legal costs required to describe the Property to allow for the consolidation of the Property with the Purchaser's Lands.

4. COMPLETION AND TERMINATION

4.1 The Balance Due on Closing shall be paid and the sale shall be completed by **March 31, 2021** or such other date as agreed by the parties in writing (the "Closing Date"). In the event that the transaction is not completed on or before **March 31, 2021**, this Agreement shall terminate and be null and void.

5. POSSESSION

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

6. ADJUSTMENTS

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

7. CONDITIONS PRECEDENT

7.1 The Vendor's obligation to complete the sale of the Property is subject to the following conditions precedent:

7.1.1 The Purchaser shall own the Purchaser's Lands immediately adjacent to the Property; and

7.1.2 The Purchaser shall take title to the Property and the transfer from the Vendor to the Purchaser shall be submitted for registration at the Land Titles Office prior to the Closing Date; and

7.1.3 City Council agreeing to proceed with the sale of the Property by a land disposition bylaw and subdivision approval being issued by the City of Whitehorse with respect to the consolidation of the Property with the Purchaser's Lands.

7.2 The Purchaser acknowledges and agrees that the Vendor is under no obligation to fulfill the conditions precedent set out in paragraph 7.1.3 hereof and City Council may exercise their discretion and refuse to pass the land disposition bylaw and the City of Whitehorse approving authority for subdivision may refuse to issue subdivision approval for consolidation.

8. CONSOLIDATION

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

9. COSTS

9.1 The Purchaser shall pay their own legal fees. The Purchaser shall pay all fees in connection with the registration of the Easement Agreement referred to in section 10.2 and the Transfer of Land. The Purchaser shall pay all survey costs to obtain any plan necessary to register the Easement Agreement referred to in section 10.2, the Transfer of Land and complete the consolidation of the Property with the Purchaser's Lands. The Purchaser agrees to pay all other costs to consolidate the Property with the Purchaser's Lands, without adjustment or credit.

10. ENCUMBRANCES

10.1 Except as provided in section 10.2, the Property shall be transferred by the Vendor free and clear of all encumbrances except restrictive covenants, reservations and exceptions in the original grant from the Crown and easements in favour of utilities and public authorities.

10.2 The Purchaser acknowledges that the Property will be subject to an Easement Agreement to be registered in favour of ATCO Electric Yukon (or such affiliated company as ATCO Electric Yukon may designate) prior to the Closing Date for an electrical pedestal in the northwesterly corner of the proposed enlargement area as shown outlined in red on Appendix 'A' attached hereto. The Purchaser further acknowledges that the Easement Agreement may contain a restriction on the construction of any fencing within this easement area.

11. RISK

11.1 Provided that the Purchaser has not constructed any improvements on the Property prior to the Closing Date, the Property will be and remain at the risk of the Vendor until 2:00 p.m. on the Closing Date. After that time, the Property and any improvements thereon will be at the risk of the Purchaser.

11.2 If, after entering into a further written agreement with the Vendor, the Purchaser has commenced construction of any improvements on the Property prior to the Closing Date, the Property and any improvements thereon will be and remain at the risk of the Purchaser until 2:00 p.m. on the Closing Date.

12. GOVERNING LAW

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

13. CLOSING

13.1 Closing of the purchase and sale shall proceed to completion on the basis of reasonable undertakings settled between the Vendor and the Purchaser or the Purchaser's solicitor. Failing such agreement, tender of documents or money in the form of a certified cheque, bank draft or solicitor's trust cheque may be made at the Municipal Services Building located at 4210 4th Avenue, Whitehorse, Yukon or such other address or location as the Vendor may provide in writing to the Purchaser, on the Closing Date at the hour of 10 o'clock in the forenoon.

14. TIME OF THE ESSENCE

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

15. REPRESENTATIONS

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

16. RESIDENT OF CANADA

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

17. COUNTERPART AND FAX

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

18. ASSIGNMENT

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

19. NUMBER AND GENDER

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

ADMINISTRATIVE REPORT

| | |
|--------------|---|
| TO: | Planning Committee |
| FROM: | Administration |
| DATE: | September 21, 2020 |
| RE: | Land Sale and Transfer – Mount Sima Road Lot Enlargements |

ISSUE

Council consideration of a bylaw to authorize the sale of City-owned land to the owners of adjacent lots on Mount Sima Road to allow for lot enlargements.

REFERENCE

| | |
|--|----------------------------------|
| Zoning Bylaw 2012-20 | Proposed Land Sale Bylaw 2020-29 |
| Location Sketch | Property Appraisals |
| Signed Land Sale Agreements | Land Disposition Policy |
| Commercial/Industrial Land Demand Study (2020) | |

HISTORY

In June 2020, Council approved an amendment to the zoning of a portion of Lot 29, Plan 2002-0061 LTO from PG-Greenbelt to IS-Service Industrial to facilitate lot expansions for three lots on Mount Sima Road. As part of the rezoning process a setback of 10 m from future property lines was identified for a trail running adjacent to and within Lot 29. To address this requirement, onsite field work was completed by the applicants' surveyor to establish the new lot lines to ensure this setback has been maintained, per the Location Sketch.

Administration continued working with property owners to formalize lot enlargements. These property owners wish to purchase parcels as enlargement areas to their properties, and all have signed Land Sale Agreements with the City.

The proposed sales and transfers for the lot enlargements were reviewed by the Development Review Committee in June 2019, with no operational concerns or requirements being identified in relation to the proposed dispositions.

The Commercial and Industrial Land Demand Study recently presented to council isn't directly applicable to the proposed lot enlargements as they will not result in additional lot supply opportunities. Research and engagement to date has shown a high level of demand for commercial and/or industrial land in general.

ALTERNATIVES

1. Bring forward Bylaw 2020-29 to authorize the sale and disposition of land
2. Do not proceed with the bylaw process and retain City ownership

ANALYSIS

The City is proposing a process whereby lot extensions could be carried out to provide rear lot enlargements to all three properties. The proposed lot enlargement areas would

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

Lot 29 is currently 3.61 ha in area. The proposed disposition area is 0.881 ha, while 2.73 ha will remain as City owned greenspace.

Zoning

The current sizes of the lots and proposed expansion areas are as follows:

| Address | Current Lot Size (ha) | Expansion Area (ha) | New Lot Size (ha) |
|---------------|-----------------------|---------------------|-------------------|
| 69 Mt Sima Rd | 0.510 | 0.309 | 0.819 |
| 77 Mt Sima Rd | 0.572 | 0.290 | 0.862 |
| 83 Mt Sima Rd | 0.572 | 0.282 | 0.854 |

Per the Zoning Bylaw, the minimum lot size for un-serviced lots in the IS zone is 0.5 ha. The increased lot size would not allow for subdivision or increase the development potential of the lots.

Land Disposition Policy

In accordance with the Land Disposition Policy, the land will be sold at fair market value as determined by an independent private appraisal. The applicants have obtained appraisals by Gerein Appraisal and Consulting, establishing a fair market value of \$13.45/m² for the enlargement areas. The applicants have and have signed Land Sale Agreements which identify the terms, costs and timelines of these transactions as follows:

| Address | Lot | Location | Expansion Area (ha) | Market Value (rounded) |
|---------------|-----|-----------|---------------------|------------------------|
| 69 Mt Sima Rd | 1-2 | rear yard | 0.309 | \$41,600.00 |
| 77 Mt Sima Rd | 2-1 | rear yard | 0.290 | \$39,000.00 |
| 83 Mt Sima Rd | 2-2 | rear yard | 0.282 | \$37,900.00 |

The Land Disposition Policy supports this disposition as it involves land that is not viable for sale on its own or that could not be developed as a stand-alone parcel.

Next Steps

Should Council approve this land sale and disposition, Administration will proceed with the land disposition process including the required administrative subdivision approval to create the new lots, followed by transfer of the enlargement areas in accordance with the terms of the Land Sale Agreements between the applicants and the City.

Not approving the land sale will result in these enlargement areas remaining City-owned land with the IS zoning designation.

ADMINISTRATIVE RECOMMENDATION

THAT Council direct that Bylaw 2020-29, a bylaw to authorize the sale and disposition of land in the Mount Sima Industrial Subdivision, be brought forward for consideration under the bylaw process.



Subject Area

| | |
|--|-------------|
| SCALE: NTS | DWN. BY: KK |
| DATE: September 21, 2020 | R.No: 0 |
| FILE No: Lot 29 Mt Sima | |
| LAND MANAGEMENT\Land Disposition\2020\Mt. Sima | |

CITY OF WHITEHORSE - LAND & BUILDING SERVICES

LOCATION SKETCH - IMAGE UNDERLAY
 Proposed disposition of a portion of Lot 29, Plan 2002-0061 LTO
 69-83 Mt Sima Road



CITY OF WHITEHORSE
BYLAW 2020-29

A bylaw to authorize the sale and transfer of land for rear lot enlargements to three properties on Mount Sima Road.

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

WHEREAS it is deemed desirable that a portion of land located in the Mount Sima Industrial Subdivision to the west of lots located on Mount Sima Road be sold to allow for lot enlargements for three adjacent properties;

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

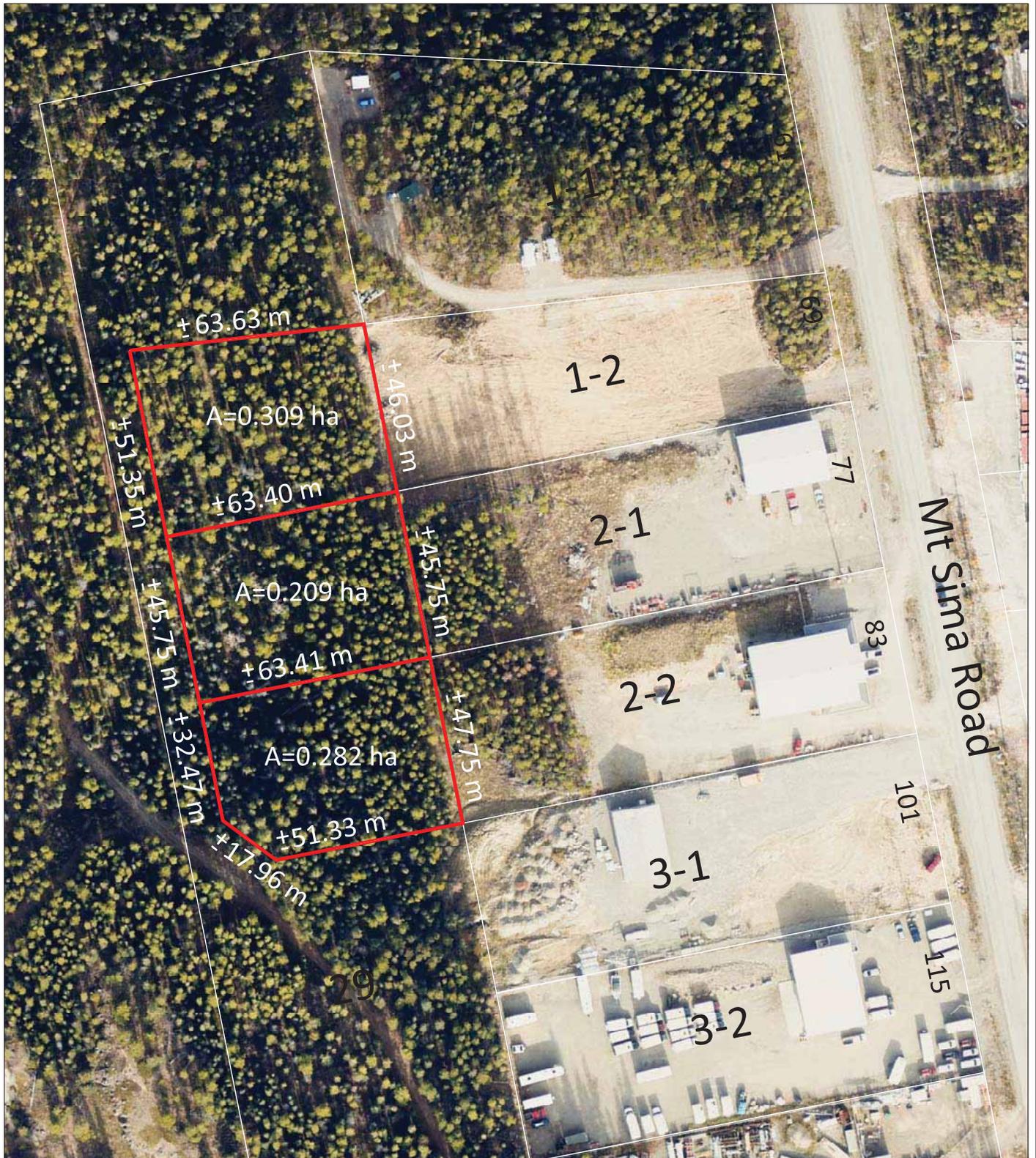
1. The City of Whitehorse is hereby authorized to sell and transfer three portions of Lot 29, Plan 2002-0061 LTO, comprising a total area of approximately 0.881 hectares in the Mount Sima Industrial Subdivision, as shown on the sketch attached hereto as Appendix "A" and forming part of this bylaw.
2. The three parcels will be sold at fair market value as determined by independent market value appraisal to the owners of the adjacent Lot 1-2, Plan 2013-0067 LTO and Lots 2-1 and 2-2, Plan 2012-0160 LTO, on the condition that the lot enlargement areas shall be consolidated with adjacent Lot 1-2, Plan 2013-0067 LTO and Lots 2-1 and 2-2, Plan 2012-0160 LTO.
3. The Mayor and Clerk are hereby authorized to execute on behalf of the City of Whitehorse all documentation required for the completion of the sale and transfer of ownership of the said lands in an expeditious manner; and
4. This bylaw shall come into full force and effect on the final passing thereof.

FIRST and SECOND READING:

THIRD READING and ADOPTION:

Mayor

Assistant City Clerk



BYLAW 2020-29

A bylaw to authorize sale and disposition of a 0.881 ha parcel of land, comprising Lot 29, Plan 2002-0061 LTO.

LEGEND

 SUBJECT AREA

LAND SALE AGREEMENT dated this _____ day of _____, 2020.

BETWEEN:

THE CITY OF WHITEHORSE

(the “Vendor”)

- and -

41299 YUKON INC.

(the “Purchaser”)

W H E R E A S:

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

Lot 29, Mount Sima Subdivision, Whitehorse, Yukon, Plan 2002-0061 LTO

(“Lot 29”)

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

Lot 1-2, Mount Sima Subdivision, Whitehorse, Yukon, Plan 2013-0067 LTO

(the “Purchaser’s Lands”)

C. The Vendor has agreed to sell and the Purchaser has agreed to purchase a portion of Lot 29 comprising **0.309 hectares**, more or less, immediately adjacent to the Purchaser’s Lands”, shown as “Proposed Lot B” on Appendix “A” attached hereto.

(the “Property”).

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

1. SALE AND PURCHASE

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

2. DEPOSIT

2.1 The sum of **Four Thousand One Hundred Sixty and 00/100 (\$4,160.00) Dollars**, being a non-refundable deposit (herein referred to as the “Deposit”) on account of the Purchase Price, is hereby acknowledged by the Vendor. The Deposit shall be

applied against the Purchase Price for the Property upon the Closing Date. If the Purchaser elects not to complete the transaction contemplated in this Agreement of Purchase and Sale by the Closing Date, the Deposit shall be forfeited to the Vendor.

3. PURCHASE PRICE

3.1 The purchase price shall be the sum of **Forty-One Thousand Six Hundred and 00/100 (\$41,600.00) Dollars plus Goods and Services Tax (the “Purchase Price”)**, payable on the following terms, namely cash on closing, of which the Deposit shall form a part (the “Balance Due on Closing”). The Balance Due on Closing shall be paid in the form of a certified cheque, bank draft or solicitor's trust cheque.

3.2 The Purchaser agrees to pay for the cost of the consolidation application, legal survey and legal costs required to describe the Property to allow for the consolidation of the Property with the Purchaser's Lands.

4. COMPLETION AND TERMINATION

4.1 The Balance Due on Closing shall be paid and the sale shall be completed by **April 30, 2021** or such other date as agreed by the parties in writing (the “Closing Date”). In the event that the transaction is not completed on or before **April 30, 2021**, this Agreement shall terminate and be null and void.

5. POSSESSION

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

6. ADJUSTMENTS

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

7. CONDITIONS PRECEDENT

7.1 The Vendor's obligation to complete the sale of the Property is subject to the following conditions precedent:

7.1.1 The Purchaser shall own the Purchaser's Lands immediately adjacent to the the Property; and

7.1.2 The Purchaser shall take title to the Property and the transfer from the Vendor to the Purchaser shall be submitted for registration at the Land Titles Office prior to the Closing Date; and

7.1.3 City Council agreeing to proceed with the sale of the Property by a land disposition bylaw and subdivision approval being issued by the City of Whitehorse with respect to the consolidation of the Property with the Purchaser's Lands.

7.2 The Purchaser acknowledges and agrees that the Vendor is under no obligation to fulfill the conditions precedent set out in paragraph 7.1.3 hereof and City Council may exercise their discretion and refuse to pass the land disposition bylaw and the City of Whitehorse approving authority for subdivision may refuse to issue subdivision approval for consolidation.

8. CONSOLIDATION

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

9. COSTS

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

10. ENCUMBRANCES

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

11. RISK

11.1 Provided that the Purchaser has not constructed any improvements on the Property prior to the Closing Date, the Property will be and remain at the risk of the Vendor until 2:00 p.m. on the Closing Date. After that time, the Property and any improvements thereon will be at the risk of the Purchaser.

11.2 If, after entering into a further written agreement with the Vendor, the Purchaser has commenced construction of any improvements on the Property prior to the Closing Date, the Property and any improvements thereon will be and remain at the risk of the Purchaser until 2:00 p.m. on the Closing Date.

12. GOVERNING LAW

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

13. CLOSING

13.1 Closing of the purchase and sale shall proceed to completion on the basis of reasonable undertakings settled between the Vendor and the Purchaser or the Purchaser's solicitor. Failing such agreement, tender of documents or money in the form of a certified cheque, bank draft or solicitor's trust cheque may be made at the Municipal Services Building located at 4210 4th Avenue, Whitehorse, Yukon or such other address or location as the Vendor may provide in writing to the Purchaser, on the Closing Date at the hour of 10 o'clock in the forenoon.

14. TIME OF THE ESSENCE

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

15. REPRESENTATIONS

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

16. RESIDENT OF CANADA

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

17. COUNTERPART AND FAX

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

18. ASSIGNMENT

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

19. NUMBER AND GENDER

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

20. FURTHER ASSURANCES

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

21. ENTIRE AGREEMENT

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

22. AMENDMENTS

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

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

THE CITY OF WHITEHORSE)
Per:)
)
)
)
_____)
Dan Curtis, Mayor)
)
)
_____)
Norma Felker, Assistant City Clerk)

C/S

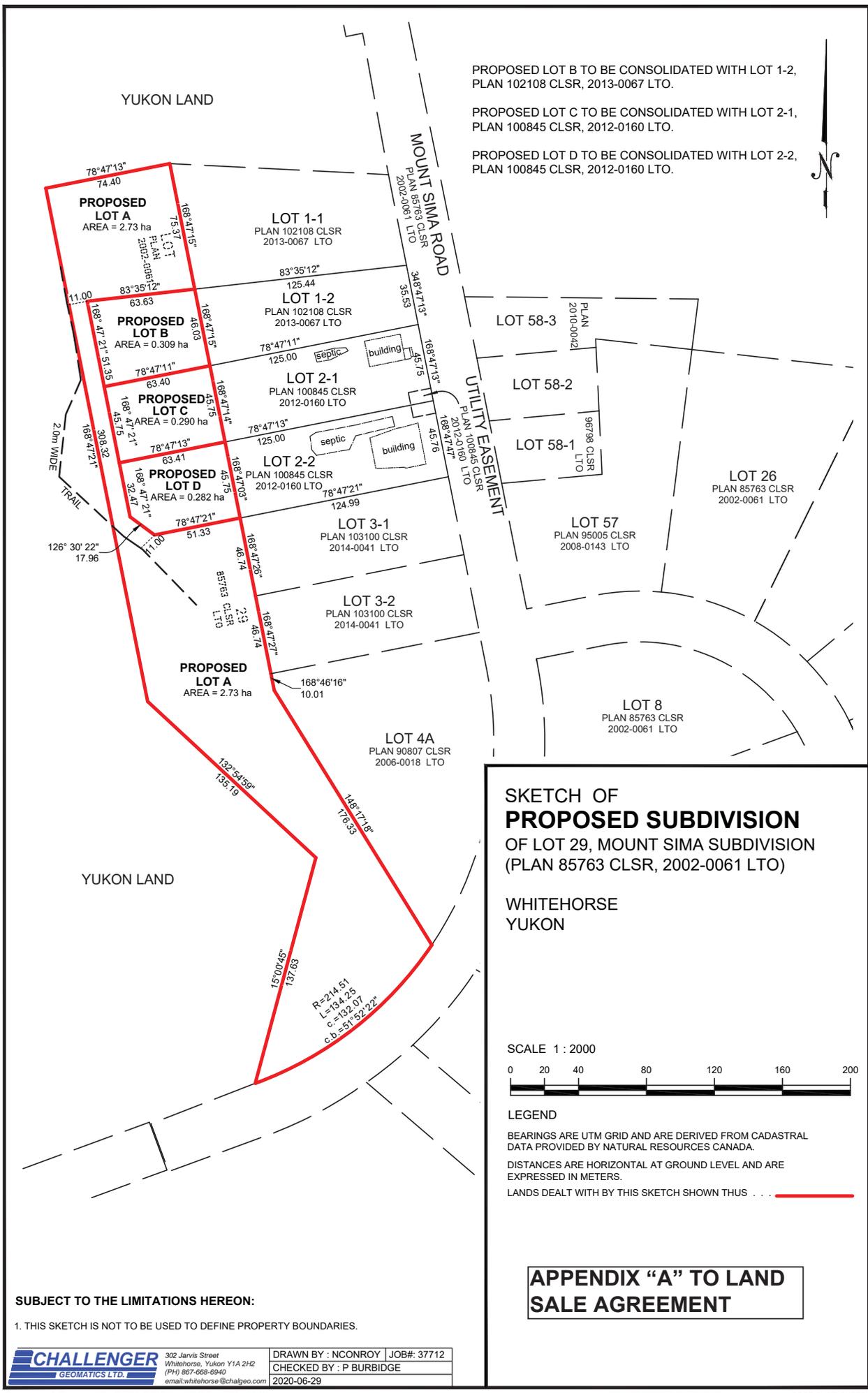
OWNER:
Lot 1-2, Mount Sima Subdivision
City of Whitehorse, Yukon, Plan 2013-0067 LTO

41299 YUKON INC.
Per:

c/s

Brian MacDougall, Authorized Signatory

Witness (if no corporate seal)



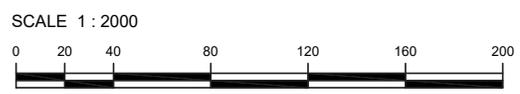
PROPOSED LOT B TO BE CONSOLIDATED WITH LOT 1-2,
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PROPOSED LOT D TO BE CONSOLIDATED WITH LOT 2-2,
PLAN 100845 CLSR, 2012-0160 LTO.

**SKETCH OF
PROPOSED SUBDIVISION
OF LOT 29, MOUNT SIMA SUBDIVISION
(PLAN 85763 CLSR, 2002-0061 LTO)**

WHITEHORSE
YUKON



LEGEND

BEARINGS ARE UTM GRID AND ARE DERIVED FROM CADASTRAL DATA PROVIDED BY NATURAL RESOURCES CANADA.

DISTANCES ARE HORIZONTAL AT GROUND LEVEL AND ARE EXPRESSED IN METERS.

LANDS DEALT WITH BY THIS SKETCH SHOWN THUS . . . ———

**APPENDIX "A" TO LAND
SALE AGREEMENT**

SUBJECT TO THE LIMITATIONS HEREON:

1. THIS SKETCH IS NOT TO BE USED TO DEFINE PROPERTY BOUNDARIES.

| | | | |
|--|--|-------------------------|--------------|
| | 302 Jarvis Street Whitehorse, Yukon Y1A 2H2 (PH) 867-668-6940 email: whitehorse@chalgeo.com | DRAWN BY : NCONROY | JOB# : 37712 |
| | | CHECKED BY : P BURBIDGE | |
| | | 2020-06-29 | |

LAND SALE AGREEMENT dated this _____ day of _____, 2020.

BETWEEN:

THE CITY OF WHITEHORSE

(the “Vendor”)

- and -

535459 YUKON INC.

(the “Purchaser”)

W H E R E A S:

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

Lot 29, Mount Sima Subdivision, Whitehorse, Yukon, Plan 2002-0061 LTO

(“Lot 29”)

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

Lot 2-1, Mount Sima Subdivision, Whitehorse, Yukon, Plan 2012-0160 LTO

(the “Purchaser’s Lands”)

C. The Vendor has agreed to sell and the Purchaser has agreed to purchase a portion of Lot 29 comprising **0.290 hectares**, more or less, immediately adjacent to the Purchaser’s Lands”, shown as “Proposed Lot C” on Appendix “A” attached hereto.

(the “Property”).

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

1. SALE AND PURCHASE

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

2. DEPOSIT

2.1 The sum of **Three Thousand Nine Hundred and 00/100 (\$3,900.00) Dollars**, being a non-refundable deposit (herein referred to as the “Deposit”) on account of the Purchase Price, is hereby acknowledged by the Vendor. The Deposit shall be

applied against the Purchase Price for the Property upon the Closing Date. If the Purchaser elects not to complete the transaction contemplated in this Agreement of Purchase and Sale by the Closing Date, the Deposit shall be forfeited to the Vendor.

3. PURCHASE PRICE

3.1 The purchase price shall be the sum of **Thirty-Nine Thousand and 00/100 (\$39,000.00) Dollars plus Goods and Services Tax (the "Purchase Price")**, payable on the following terms, namely cash on closing, of which the Deposit shall form a part (the "Balance Due on Closing"). The Balance Due on Closing shall be paid in the form of a certified cheque, bank draft or solicitor's trust cheque.

3.2 The Purchaser agrees to pay for the cost of the consolidation application, legal survey and legal costs required to describe the Property to allow for the consolidation of the Property with the Purchaser's Lands.

4. COMPLETION AND TERMINATION

4.1 The Balance Due on Closing shall be paid and the sale shall be completed by **April 30, 2021** or such other date as agreed by the parties in writing (the "Closing Date"). In the event that the transaction is not completed on or before **April 30, 2021**, this Agreement shall terminate and be null and void.

5. POSSESSION

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

6. ADJUSTMENTS

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

7. CONDITIONS PRECEDENT

7.1 The Vendor's obligation to complete the sale of the Property is subject to the following conditions precedent:

7.1.1 The Purchaser shall own the Purchaser's Lands immediately adjacent to the the Property; and

7.1.2 The Purchaser shall take title to the Property and the transfer from the Vendor to the Purchaser shall be submitted for registration at the Land Titles Office prior to the Closing Date; and

7.1.3 City Council agreeing to proceed with the sale of the Property by a land disposition bylaw and subdivision approval being issued by the City of Whitehorse with respect to the consolidation of the Property with the Purchaser's Lands.

7.2 The Purchaser acknowledges and agrees that the Vendor is under no obligation to fulfill the conditions precedent set out in paragraph 7.1.3 hereof and City Council may exercise their discretion and refuse to pass the land disposition bylaw and the City of Whitehorse approving authority for subdivision may refuse to issue subdivision approval for consolidation.

8. CONSOLIDATION

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

9. COSTS

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

10. ENCUMBRANCES

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

11. RISK

11.1 Provided that the Purchaser has not constructed any improvements on the Property prior to the Closing Date, the Property will be and remain at the risk of the Vendor until 2:00 p.m. on the Closing Date. After that time, the Property and any improvements thereon will be at the risk of the Purchaser.

11.2 If, after entering into a further written agreement with the Vendor, the Purchaser has commenced construction of any improvements on the Property prior to the Closing Date, the Property and any improvements thereon will be and remain at the risk of the Purchaser until 2:00 p.m. on the Closing Date.

12. GOVERNING LAW

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

13. CLOSING

13.1 Closing of the purchase and sale shall proceed to completion on the basis of reasonable undertakings settled between the Vendor and the Purchaser or the Purchaser's solicitor. Failing such agreement, tender of documents or money in the form of a certified cheque, bank draft or solicitor's trust cheque may be made at the Municipal Services Building located at 4210 4th Avenue, Whitehorse, Yukon or such other address or location as the Vendor may provide in writing to the Purchaser, on the Closing Date at the hour of 10 o'clock in the forenoon.

14. TIME OF THE ESSENCE

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

15. REPRESENTATIONS

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

16. RESIDENT OF CANADA

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

17. COUNTERPART AND FAX

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

18. ASSIGNMENT

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

19. NUMBER AND GENDER

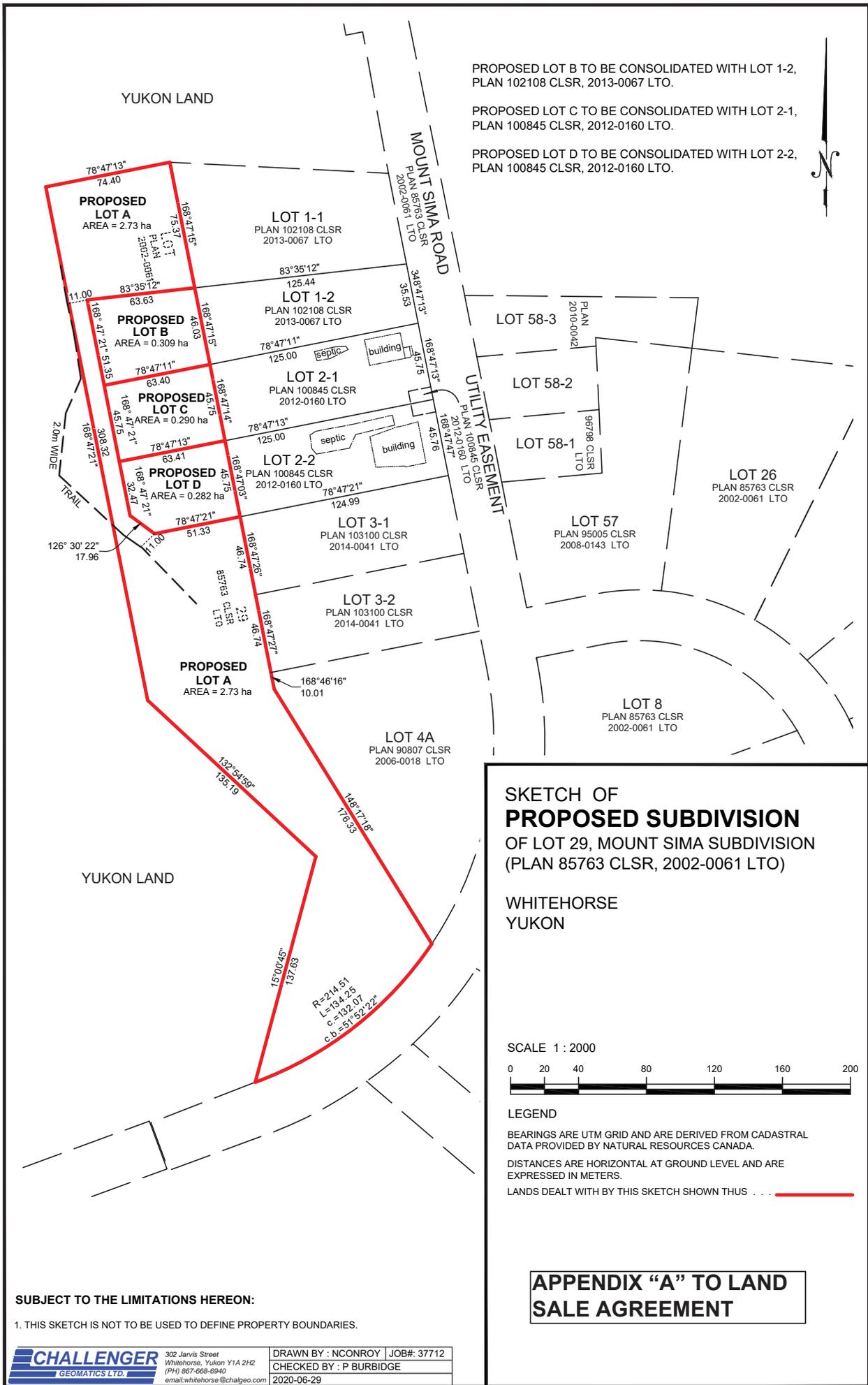
19.1 Wherever the singular or the masculine is used in this Agreement, the same shall be construed as meaning the plural or the feminine or the body corporate or politic where the context or the parties so require.

20. FURTHER ASSURANCES

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

21. ENTIRE AGREEMENT

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



PROPOSED LOT B TO BE CONSOLIDATED WITH LOT 1-2,
PLAN 102108 CLSR, 2013-0067 LTO.

PROPOSED LOT C TO BE CONSOLIDATED WITH LOT 2-1,
PLAN 100845 CLSR, 2012-0160 LTO.

PROPOSED LOT D TO BE CONSOLIDATED WITH LOT 2-2,
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**SKETCH OF
PROPOSED SUBDIVISION
OF LOT 29, MOUNT SIMA SUBDIVISION
(PLAN 85763 CLSR, 2002-0061 LTO)**

WHITEHORSE
YUKON

SCALE 1 : 2000



LEGEND

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**APPENDIX "A" TO LAND
SALE AGREEMENT**

SUBJECT TO THE LIMITATIONS HEREON:

1. THIS SKETCH IS NOT TO BE USED TO DEFINE PROPERTY BOUNDARIES.

LAND SALE AGREEMENT dated this _____ day of _____, 2020.

BETWEEN:

THE CITY OF WHITEHORSE

(the “Vendor”)

- and -

WINTERLONG BREWING CO. LTD.

(the “Purchaser”)

W H E R E A S:

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

Lot 29, Mount Sima Subdivision, Whitehorse, Yukon, Plan 2002-0061 LTO

(“Lot 29”)

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

Lot 2-2, Mount Sima Subdivision, Whitehorse, Yukon, Plan 2012-0160 LTO

(the “Purchaser’s Lands”)

C. The Vendor has agreed to sell and the Purchaser has agreed to purchase a portion of Lot 29 comprising **0.282 hectares**, more or less, immediately adjacent to the Purchaser’s Lands”, shown as “Proposed Lot D” on Appendix “A” attached hereto.

(the “Property”).

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

1. SALE AND PURCHASE

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

2. DEPOSIT

2.1 The sum of **Three Thousand Seven Hundred Ninety and 00/100 (\$3,790.00) Dollars**, being a non-refundable deposit (herein referred to as the “Deposit”) on account of the Purchase Price, is hereby acknowledged by the Vendor. The Deposit

shall be applied against the Purchase Price for the Property upon the Closing Date. If the Purchaser elects not to complete the transaction contemplated in this Agreement of Purchase and Sale by the Closing Date, the Deposit shall be forfeited to the Vendor.

3. PURCHASE PRICE

3.1 The purchase price shall be the sum of **Thirty-Seven Thousand Nine Hundred and 00/100 (\$37,900.00) Dollars plus Goods and Services Tax (the “Purchase Price”)**, payable on the following terms, namely cash on closing, of which the Deposit shall form a part (the “Balance Due on Closing”). The Balance Due on Closing shall be paid in the form of a certified cheque, bank draft or solicitor's trust cheque.

3.2 The Purchaser agrees to pay for the cost of the consolidation application, legal survey and legal costs required to describe the Property to allow for the consolidation of the Property with the Purchaser's Lands.

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4.1 The Balance Due on Closing shall be paid and the sale shall be completed by **April 30, 2021** or such other date as agreed by the parties in writing (the “Closing Date”). In the event that the transaction is not completed on or before **April 30, 2021**, this Agreement shall terminate and be null and void.

5. POSSESSION

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

6. ADJUSTMENTS

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

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7.1 The Vendor's obligation to complete the sale of the Property is subject to the following conditions precedent:

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- 7.2 The Purchaser acknowledges and agrees that the Vendor is under no obligation to fulfill the conditions precedent set out in paragraph 7.1.3 hereof and City Council may exercise their discretion and refuse to pass the land disposition bylaw and the City of Whitehorse approving authority for subdivision may refuse to issue subdivision approval for consolidation.

8. CONSOLIDATION

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

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

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- 11.1 Provided that the Purchaser has not constructed any improvements on the Property prior to the Closing Date, the Property will be and remain at the risk of the Vendor until 2:00 p.m. on the Closing Date. After that time, the Property and any improvements thereon will be at the risk of the Purchaser.
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Municipal Services Building located at 4210 4th Avenue, Whitehorse, Yukon or such other address or location as the Vendor may provide in writing to the Purchaser, on the Closing Date at the hour of 10 o'clock in the forenoon.

14. TIME OF THE ESSENCE

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

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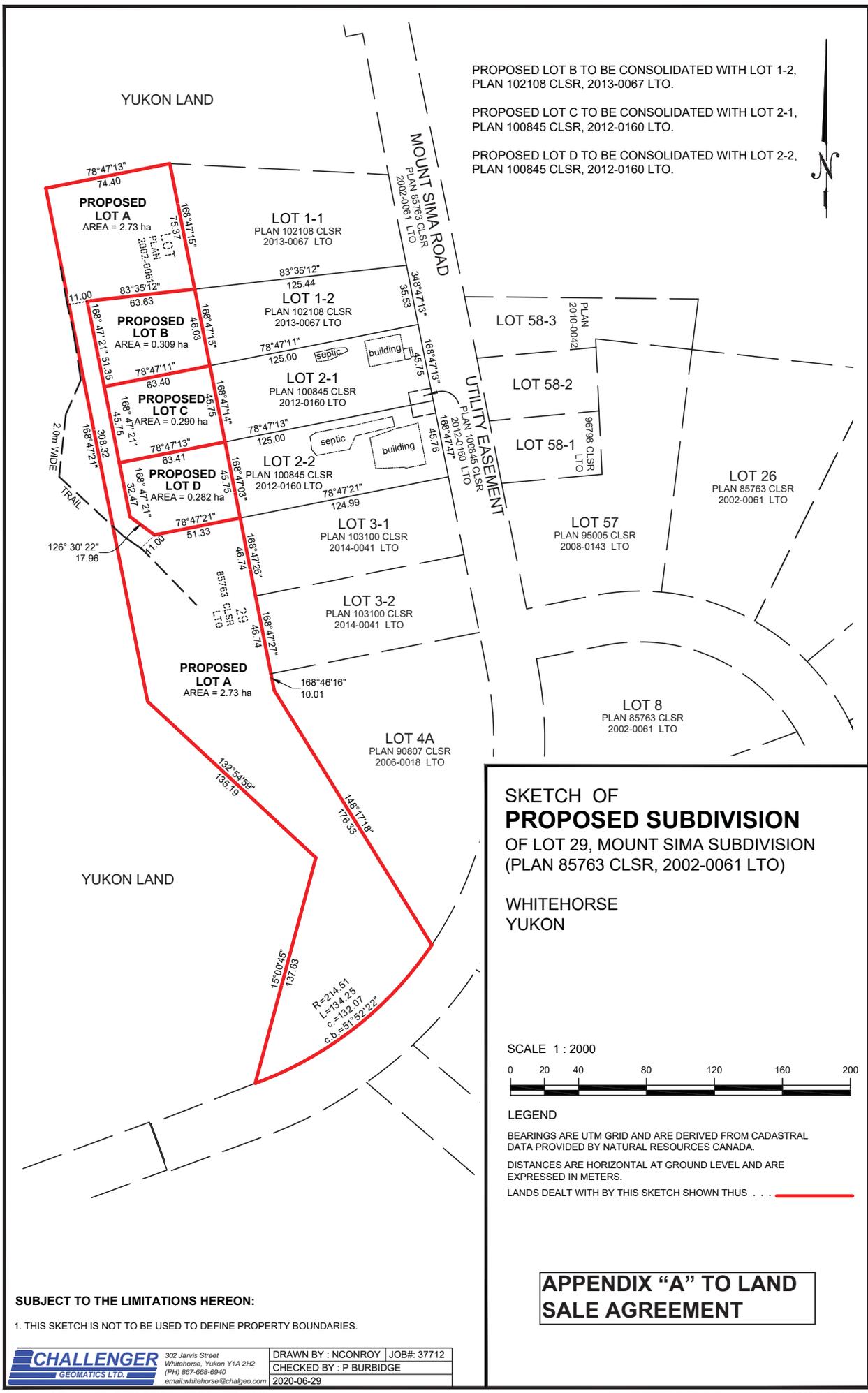
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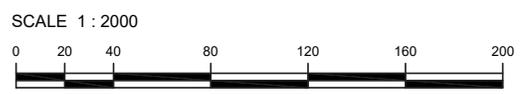
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**SKETCH OF
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WHITEHORSE
YUKON



LEGEND

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SUBJECT TO THE LIMITATIONS HEREON:

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|--|--|-------------------------|--------------|
| | 302 Jarvis Street Whitehorse, Yukon Y1A 2H2 (PH) 867-668-6940 email: whitehorse@chalgeo.com | DRAWN BY : NCONROY | JOB# : 37712 |
| | | CHECKED BY : P BURBIDGE | |
| | | 2020-06-29 | |

CITY OF WHITEHORSE
CITY OPERATIONS COMMITTEE
Council Chambers, City Hall



Chair: Samson Hartland

Vice-Chair: Laura Cabott

September 21, 2020

Meeting #2020-20

1. New Business

CITY OF WHITEHORSE
COMMUNITY SERVICES COMMITTEE
Council Chambers, City Hall



Chair: Jocelyn Curteanu **Vice-Chair:** Dan Boyd

September 21, 2020

Meeting #2020-20

-
1. Contract Award – Canada Games Centre Accessible Playground
Presented by Karen Zaidan
 2. New Business

ADMINISTRATIVE REPORT

| |
|---|
| TO: Community Services Committee |
| FROM: Administration |
| DATE: September 21, 2020 |
| RE: Contract Award – Canada Games Centre Accessible Playground |

ISSUE

Authorize a contract award for the design, supply and installation of a playground at the Canada Games Centre.

REFERENCE

RFP 2020-017 Design, Supply and Installation of an Accessible Playground at the Canada Games Centre.

Council Policy: Purchasing and Sales
Capital Budget Account 750c00418

HISTORY

A request for proposals (RFP) for the design, supply and installation of a playground for the Canada Games Centre was initially delayed due to COVID-19, but a revised timeline was developed to award the contract in the fall, allowing vendors to source product over the winter, with installation to occur in early spring.

The RFP was released on July 13, 2020 and closed on September 3, 2020. It 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.

The City received three compliant proposals from the following businesses:

- Blue Imp
- Play Systems North
- Playspace Adventures Ltd.

The proposals were reviewed independently by an internal evaluation team comprised of personnel from Recreation Services and Financial Services. The evaluation team followed the Council Policy on Purchasing 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, then evaluated on price.

Vendors were permitted to submit two designs, in order to provide a variety of accessible equipment and surfacing options. The highest scoring proposal was submitted by a local company, Play Systems North, for their Jambette design. Their design includes active and passive areas, musical instruments, an accessible ramp, and non-verbal signage, which combine to create an inclusive playground.

The cost of the Play Systems North – Jambette proposal is \$199,500 not including GST. This project is funded through Gas Tax.

ADMINISTRATIVE RECOMMENDATION

THAT Council authorize Administration to award the contract for the design, supply and installation of an Accessible playground at the Canada Games Centre to Play Systems North in the amount of \$199,500 not including GST, funded through Gas Tax.

Canada Game Center
City of Whitehorse



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



Chair: Stephen Roddick **Vice-Chair:** Jan Stick

September 21, 2020

Meeting #2020-20

1. New Business

CITY OF WHITEHORSE
DEVELOPMENT SERVICES COMMITTEE
Council Chambers, City Hall



Chair: Dan Boyd

Vice-Chair: Jocelyn Curteanu

September 21, 2020

Meeting #2020-20

-
1. New Business

CITY OF WHITEHORSE
CORPORATE SERVICES COMMITTEE
Council Chambers, City Hall



Chair: Laura Cabott

Vice-Chair: Stephen Roddick

September 21, 2020

Meeting #2020-20

1. 2nd Quarter Capital Variance Report
Presented by Brittany Dixon
2. 2nd Quarter Operating Variance Report – For Information Only
Presented by Brittany Dixon
3. Fees and Charges Amendments (3rd Quarter Changes)
Presented by Brittany Dixon
4. Urban Electrification Local Improvement (3 Strawberry Lane)
Presented by Brittany Dixon
5. Contract Award – Group Benefits Program
Presented by Lindsay Schneider
6. Council Remuneration Bylaw (2021 to 2024 Term)
Presented by Manager Catherine Constable
7. New Business

ADMINISTRATIVE REPORT

| |
|---|
| TO: Corporate Services Committee |
| FROM: Administration |
| DATE: September 21, 2020 |
| RE: Second Quarter Capital Variance Report |

ISSUE

Financial Services has reviewed capital budget projections submitted by department managers and is providing a summary of completed capital projects.

REFERENCE

Bylaw 2019-24 Capital Expenditure Program 2020-2023
2020 Capital Budget Amendments ("Appendix 1" attached)
2020 Second Quarter Capital Budget Recommendation ("Appendix 2" attached)

HISTORY

Council adopted a Capital Expenditure Program for 2020 totalling \$7,481,135. During the first six months of the year, Council and Administrative amendments were made totalling \$47,540,807 (\$24,245,757 in approved re-budgets, \$21,663,000 in Appendix B projects moved to Appendix A, and \$1,632,050 in amendments) for a new total of \$55,021,942.

ANALYSIS

As part of the City's second quarter variance reporting, managers are required to review their planned capital spending. Although there have been some delays due to COVID-19 restrictions and contractor availability, many projects are proceeding as planned and a few have been successfully completed under budget. A budget amendment is required in order to reduce the 2020 capital budget by \$28,354 with most of the funds returning to reserves.

ADMINISTRATIVE RECOMMENDATION

THAT Council authorize amendments totalling \$28,354 attached hereto as "Appendix 2", to reduce the 2020 to 2023 Capital Expenditure Program.

Appendix 2
2020 Second Quarter Capital Budget Recommendation

| Project | Status | Amount |
|---|----------------------------|------------------|
| 320c00118 Replacement Utility Work Machine | Completed and Under Budget | \$ 5,766 |
| 320c00916 Additional End Dump Trailer for Operations | Completed and Under Budget | \$ 11,548 |
| 320c02809 Heavy Truck Replacement | Completed and Under Budget | \$ 5,145 |
| 440c00119 Thermal Imaging Cameras | Completed and Under Budget | \$ 870 |
| 500c00220 CGC Compressor 3 Replacement | Completed and Under Budget | \$ 5,025 |
| Total amount remaining in reserves or external funding sources | | \$ 28,354 |

Appendix 1

2020 Capital Budget Amendments

| APPROVED 2020 CAPITAL EXPENDITURE PROGRAM (APPENDIX "A) | PROJECT NUMBER | BYLAW OR RESOLUTION Bylaw 2019-24 | ADMINISTRATIVE REVISION AMOUNT | COUNCIL REVISION AMOUNT | TOTAL |
|---|-------------------|---|-----------------------------------|----------------------------|----------------------|
| | | | | | \$ 7,481,135 |
| 2020 REVISIONS | | | | | |
| APPENDIX "B" PROJECTS WITH FUNDING AGREEMENTS | | | | | |
| GARBAGE/COMPOST PACKER REPLACEMENT project moved from "B" (subject to funding) to "A" (approved) of 2020 project list as the GAS TAX funding is in place | 320c00317 | | 648,000 | | |
| TRANSIT HANDY BUS REPLACEMENT project moved from "B" (subject to funding) to "A" (approved) of 2020 project list as the GAS TAX funding is in place | 320c01509 | | 240,000 | | |
| HILLCREST WATER SUPPLY project moved from "B" (subject to funding) to "A" (approved) of 2020 project list as the GAS TAX funding is in place | 240c00213 | | 700,000 | | |
| SCHWATKA LAKE WEST SHORE AREA IMPROVEMENTS project moved from "B" (subject to funding) to "A" (approved) of 2020 project list as the GAS TAX funding is in place | 240c01420 | | 50,000 | | |
| Overhead Crosswalk - Fourth Avenue "Tags" project moved from "B" (subject to funding) to "A" (approved) of 2020 project list as the GAS TAX funding is in place | 240c00419 | | 180,000 | | |
| RURAL ROADS SURFACING project moved from "B" (subject to funding) to "A" (approved) of 2020 project list as the GAS TAX funding is in place | 240c00309 | | 430,000 | | |
| ADDTL 1 Ton Service Truck- Water Sewer System Maintenance FGE project moved from "B" (subject to funding) to "A" (approved) of 2020 project list as the GAS TAX funding is in place | 320c00220 | | 110,000 | | |
| Whitehorse Services Building from "B" (subject to funding) to "A" (approved) of 2020 project list as the "SCF" (SMALL COMMUNITY FUND) agreement is in place | 320C01117 | | 1,750,000 | | |
| Landfill Phase 2 East Development project moved from "B" (subject to funding) to "A" (approved) of 2020 project list as the GAS TAX funding is in place | 650c02319 | | 750,000 | | |
| Marwell East -Tlingit St project moved from "B" (subject to funding) to "A" (approved) of 2020 project list as the ICIP funding is in place | 240c00513 | | 6,300,000 | | |
| Mount McIntyre Stairs project moved from "B" (subject to funding) to "A" (approved) of 2020 project list as the GAS TAX funding is in place | 240c01318 | | 115,000 | | |
| Downtown Reconstruction: Cook St West (4th to Escarpment) project moved from "B" (subject to funding) to "A" (approved) of 2020 project list as the ICIP funding is in place | 240c00418 | | 9,100,000 | | |
| Main Street Escarpment Geohazard Mitigation project moved from "B" (subject to funding) to "A" (approved) of 2020 project list as the GAS TAX funding is in place | 240c01520 | | 460,000 | | |
| Puckett's Gulch Stairs Rehabilitation project moved from "B" (subject to funding) to "A" (approved) of 2020 project list as the GAS TAX funding is in place | 240c01020 | | 250,000 | | |
| Storm Sewer Upgrades project moved from "B" (subject to funding) to "A" (approved) of 2020 project list as the GAS TAX funding is in place | 240c01410 | | 90,000 | | |
| Livingstone Trail Lagoon Influent Chamber Replacement project moved from "B" (subject to funding) to "A" (approved) of 2020 project list as the GAS TAX funding is in place | 240c01118 | | 40,000 | | |
| Marwell Lift Sanitary Forcemain Repair project moved from "B" (subject to funding) to "A" (approved) of 2020 project list as the GAS TAX funding is in place | 240c00119 | | 250,000 | | |
| Accessible Playground Canada Games Centre project moved from "B" (subject to funding) to "A" (approved) of 2020 project list as the GAS TAX funding is in place | 750c00418 | | 200,000 | | |
| TOTAL APPENDIX "B" PROJECTS WITH FUNDING AGREEMENTS | | | | | \$ 21,663,000 |

Appendix 1

2020 Capital Budget Amendments

APPROVED RE-BUDGETS

Capital Projects from 2019 approved for re-budget to 2020 Bylaw 2020-05 24,245,757

TOTAL APPROVED RE-BUDGETS **\$ 24,245,757**

BUDGET AMENDMENTS: Council Revisions

| | | | |
|--|-----------|------------|---------|
| Add budget to a new project: CGC Compressor 3 Replacement Project | | | |
| funded from Gas Tax | 500c00220 | 2020-02-03 | 65,000 |
| Amend 2020-2023 capital budget to include re-budgeted amounts | | | |
| from 2019 to 2020 for Scada Program Project | 240c02609 | 2020-03-04 | 501,050 |
| Amend 2020-2023 capital budget to include re-budgeted amounts | | | |
| from 2019 to 2020 for Trail Plan Update Project | 740c00316 | 2020-03-05 | 70,000 |
| Increase 2020 budget for the Puckett's Gulch Stairs Rehabilitation | | | |
| Project | 240c01020 | 2020-05-07 | 150,000 |
| Add budget to new project Marwell Lift Station Pump Replacement | | | |
| funded from Gas Tax | 650c00620 | 2020-07-07 | 130,000 |
| Add budget to a new project: Downtown Speed Reduction Study | | | |
| Project funded from Capital Reserve | 240c01620 | 2020-11-04 | 15,000 |
| Increase 2020 budget for the Rural Roads Surfacing Project funded | | | |
| from Gas Tax | 240c00309 | 2020-11-05 | 35,000 |
| Reallocate budgeted amount from 2021 to 2020 and increase budget | | | |
| for Mobile Steamer Replacement funded by Gas Tax | 320c00115 | 2020-13-07 | 495,000 |
| Increase 2020 budget for the Mount McIntyre Stairs Project funded | | | |
| from capital reserve until the Gas Tax funding is in place | 240c01318 | 2020-13-08 | 26,000 |
| Amend 2020-2023 capital budget to include 2020 Appendix "B" | | | |
| project Tansit-Alter Existing Route Network and Schedules funded | | | |
| from the Capital Reserve until Gas Tax funding is in place | 580c00119 | 2020-14-04 | 50,000 |

TOTAL BUDGET AMENDMENTS: Council Revisions **\$ 1,537,050**

BUDGET AMENDMENTS: Administrative Revisions

| | | | |
|---|-----------|-------|--------|
| Add budget to a new project: Whistle Bend Station Pump (Emergency | | | |
| Pending/Approval) funded from contingency reserve until the Gas Tax | | | |
| funding is in place | 650c00720 | ADM-5 | 95,000 |

TOTAL BUDGET AMENDMENTS: Administrative Revisions **\$ 95,000**

TOTAL 2020 REVISIONS **\$ 47,540,807**

TOTAL 2020 CAPITAL EXPENDITURE PROGRAM AS AT DECEMBER 31, 2020 **\$ 55,021,942**

ADMINISTRATIVE REPORT

| |
|---|
| TO: Corporate Services Committee |
| FROM: Administration |
| DATE: September 21, 2020 |
| RE: Second Quarter Operating Variance Report – <i>For information only</i> |

ISSUE

Financial Services has reviewed operating budget projections submitted by department managers and is providing a forecast of operating results to the end of the 2020 fiscal year, including the anticipated financial impact of COVID-19.

REFERENCE

Bylaw 2019-26 2020-2022 Operating Budget
2020 Operating Budget Amendments (Appendix “A” attached)

HISTORY

Council adopted an operating budget for 2020 totalling \$84,757,114. During the first two quarters of the year, Council and Administrative amendments were made with a net total of \$10,574, for a new operating budget total of \$84,767,688.

Soon after the announced declaration of an emergency, Administration implemented a tracking system to monitor direct costs incurred due to the COVID-19 pandemic. Additional costs to the City in the form of unrealized revenues have been forecasted to the end of the year based on actual losses and the current phase of reopening in the Yukon. Some cost containment has been identified through delaying hiring of seasonal or casual employees and through the cancellation of hosted events.

Additionally, as in the normal course of events at the end of second quarter, management is required to review spending as compared to budget and to forecast expected final results to the end of the year. Through analysis of both the COVID-19 impact and the variance from normal operations, the City is anticipating a deficit for 2020 which totals \$512,718.

ANALYSIS

The 2020 second quarter variance projection shows that total operating revenues are expected to be under budget by \$1,908,331 and expenses will be under budget by \$1,395,613. Therefore, projections to December 31, 2020 as compared to the revised budget indicate an operating deficit of \$512,718.

This analysis is further broken down into responsibility centres to differentiate the impact on the budget for COVID-19 and for normal operations.

| Projected Variance | | |
|------------------------------|------------------------------------|--|
| Responsibility Center | Deficit/(Surplus) to budget | Primary driver |
| COVID-19 | \$1,800,126 | Loss of Parking, Transit and Recreation revenues and suspension of interest and penalties |
| Normal Operations | \$(1,287,408) | Staff vacancies; transfers to equipment reserve, tax and grant in lieu revenue, and development cost charges |
| Projected Deficit | \$512,718 | |

The deficit related to COVID-19 includes incremental costs and unrealized revenues offset by some cost containment.

| COVID-19 IMPACT | |
|------------------------------------|--------------------|
| Unrealized Revenues | |
| Other Receivable Penalties | 16,178 |
| Lease Revenue | 37,770 |
| Water and Sewer Penalties | 54,690 |
| Park User Fees | 105,186 |
| Parking Meter Collection and Fines | 288,425 |
| Transit Revenue | 459,650 |
| Recreation Passes/Memberships | 1,257,277 |
| Total Unrealized Revenues | \$2,219,176 |

| Incremental Costs | |
|--|------------------|
| Wages and Benefits* | 405,060 |
| Other Materials and Supplies* | 26,892 |
| Plexi-glass materials for City Buildings | 4,765 |
| Janitorial Services | 47,099 |
| Total Incremental Costs | \$483,816 |

| Cost containment | |
|---|--------------------|
| Hosted Events | (35,052) |
| Instructor Fees | (51,800) |
| Contract Services | (59,615) |
| Training | (66,455) |
| Consultants | (85,150) |
| Transfers to Parking Reserve | (97,700) |
| Wages & Benefits (Deferred hires seasonal and casual) | (507,094) |
| Total Cost Containment | \$(902,866) |

| | |
|--------------------------------|--------------------|
| Deficit due to COVID-19 | \$1,800,126 |
|--------------------------------|--------------------|

*Actuals to date

1. Incremental costs – additional, non-budgeted expenses that are directly incurred as a result of the pandemic. These types of expenditures include but are not limited to:
 - Time and resources invested in COVID-19 planning and response at the detriment of budgeted programs and service delivery
 - personal protection equipment (PPE) to ensure the safety of staff
 - required signage to explain closures and inform the community of regulations and guidelines;
 - enhanced cleaning protocols including nightly cleaning of the buses and enhanced janitorial services at City facilities
 - City building modifications to prepare for a reopening to the public i.e., signage and plexi-glass installations
 - City bus modifications i.e., driver enclosures
2. Unrealized revenues – types of unrealized revenues that have resulted from the pandemic include financial relief measures taken by council and City facility revenues
 - a. Financial relief measures
 - Suspension of interest and penalties on all overdue accounts until September 30th.
 - Suspension of parking fines
 - Suspension of transit fees
 - b. City facility revenues
 - Park rental fees, predominantly due to the closure of the Robert Service Campground
 - Lease payments for lessees of the Canada Games Centre
 - Facility rental
 - Membership revenue and day passes
3. Cost containment – This category includes 2020 budgeted items that will not be incurred as a result of the pandemic for various reasons. This reduction in costs will help mitigate the increased costs and unrealized revenues previously mentioned. Containment items include budgeted items such as:
 - Delays and deferrals of onboarding new staff including seasonal and casual staff
 - Reduced parking reserve transfer resulting from lower parking fine revenue
 - Cancellation of municipal events
 - Reduction in staff training, travel, conferences due to cancellations and travel restrictions
 - Reduction in consultants and contract services due to competing priorities, travel restrictions and consultant cancellations.

Other factors such as the additional time required to complete tasks due to safety protocols have not been considered as part of the financial impact.

| NORMAL OPERATING | |
|---|----------------------|
| Revenue (brackets indicate higher than anticipated revenues) | |
| Tax Revenue | (607,197) |
| Garage Charge Recovery | (449,108) |
| Development Cost Charges revenue | (300,000) |
| Territorial Grant in Lieu | (245,106) |
| Carbon Tax Rebate | (91,736) |
| Building and Plumbing Permits | (70,000) |
| Miscellaneous | (36,544) |
| Water and Sewer Recovery | 99,246 |
| Economic Development (CityStudio project funding) | 100,000 |
| Transfer from Capital Reserve | 1,289,600 |
| Total Revenues | \$(310,845) |
| Expenses (brackets indicate lower than anticipated spending) | |
| Wages & Benefits | (1,591,012) |
| Debt Service Principle & Interest | (1,125,000) |
| Repair Materials & Parts | 57,199 |
| Insurance | 59,318 |
| Miscellaneous | 120,582 |
| Heating Costs | 263,122 |
| Transfer to DCC Reserve | 305,112 |
| Garage Charges | 449,108 |
| Transfer to Equipment Reserve | 485,008 |
| Total Expenses | \$(976,563) |
| Net Surplus from normal operations | \$(1,287,408) |
| OVERALL DEFICIT | |
| | \$512,718 |

- Tax and Grant-in-Lieu revenue is higher than anticipated due to assessment amendments after the initial Tax Roll had been provided to the City. Due to unprecedented growth in the community and 2019 being an assessment year, the changes varied significantly from the initial assessment.
- Garage Charge Recovery is offset by Garage Charge expenses. Garage charge expenses are higher than anticipated due to abnormally high precipitation in 2020. These increases in vehicle use result in an increased transfer to equipment reserve as the increased usage results in expedited wear and tear on the vehicles.
- Increases in Development Cost Charge revenue and building and plumbing permit revenue are due to higher than expected residential development.
- Carbon tax rebate amount was unknown at the time of budget preparation and there was no amount included in the budget.

- Miscellaneous Revenue is made up of numerous small, mostly offsetting, amounts such as, operating grants, business licenses and development and zoning fees.
- Water and Sewer Recovery is down due to decrease of Water and Waste Services staff vacancies.
- Economic Development grant revenue is down as the funding agency identified for the CityStudio project withdrew.
- Transfers from the Capital reserve are down as planned contributions to the operating budget are not required due to the City deferring borrowing for the new operations building until fall 2020. This reduction in transfer revenue is off-set by the savings in budgeted expenditures below for the debenture principle and interest of \$1.1M.
- Wages and Benefits are expected to come in lower than anticipated due primarily to staff vacancies in Business and Technology Systems, Bylaw, Financial Services and Water and Waste Services.
- Repair Material and Parts and Heating costs are higher than anticipated due to keeping the Municipal Services Building operational longer than anticipated as the move to the new Operations Building was delayed.
- Insurance is expected to be higher than budgeted by 10% based on new rates provided to the City in February 2020.
- Miscellaneous expenses are made up of multiple amounts which vary from budget including damage claims, assessment services, permits and inspections, janitorial services, and printer/copier supplies.

Overall department spending is controlled. Based on the total operating budget of \$84,767,688 second quarter negative variance of \$512,718 is well within 1% of the City's total operating budget.

Appendix A

| 2020 Operating Budget Amendments | | | |
|--|----------------------------|---------------|---------------|
| | | 2020 | |
| | Bylaw/Resolution Number | Revenue | Expenses |
| Approved Budget | Bylaw 2019-26 | \$ 84,757,114 | \$ 84,757,114 |
| Budget Amendments | | | |
| Remove duplicate budget amount for operating budget for City Studio Project. | ADM-1 | (100,000) | (100,000) |
| Fees and Charges (1'st Quarter changes) | Bylaw 2020-20 & 2020-07-06 | 3,500 | 3,500 |
| Increase the 2020-2022 operating budget for Landfill Operations Contract | 2020-15-13 | 107,074 | 107,074 |
| Summary of Amendments | | 10,574 | 10,574 |
| | | | |
| Revised Budget | | \$ 84,767,688 | \$ 84,767,688 |

ADMINISTRATIVE REPORT

| |
|---|
| TO: Corporate Services Committee |
| FROM: Administration |
| DATE: September 21, 2020 |
| RE: Fees and Charges Amendment – 3 rd Quarter Changes |

ISSUE

Amendments to the Fees and Charges Bylaw

REFERENCE

Bylaw 2014-36 Fees and Charges
Proposed Fees and Charges Amendment Bylaw 2020-32

HISTORY

As part of the quarterly review, Financial Services compiles a list of suggested changes to the City's fees and charges as submitted by the management group.

ALTERNATIVES

1. Adopt the changes to fees and charges as recommended
2. Do not adopt the fees and charges and refer back to administration

ANALYSIS

Following is a summary of the requests submitted, including fee increases and wording amendments to provide clarity as detailed:

Fire

- Amend fee descriptions of False Alarm 1st Response within 12 months, False Alarm 2nd Response within 12 months, and False Alarm 3rd and Subsequent Responses within 12 months.
- Increase the fee for False Alarm 3rd and Subsequent Responses within 12 months to offset the projected increase in operating costs.

ADMINISTRATIVE RECOMMENDATION

THAT Council direct that Bylaw 2020-32, a bylaw to amend the Fees and Charges Bylaw in accordance with third quarter changes, be brought forward for consideration under the bylaw process.

Fees and Charges
Schedule 1 Proposed Changes
Bylaw 2020-32

| DEPARTMENT | FEE NAME | TYPE | DESCRIPTION | PREVIOUS FEE | PROPOSED FEE | UNIT |
|--------------------------------------|---------------------------------|---|--|--------------|--------------|------|
| REVISED FEES (CHANGES IN RED) | | | | | | |
| FIRE | False Alarm Response | 1st Response 1st Response within 12 months | Repeated False alarms due to vandalism, defective alarm systems or equipment, or negligence of building owner or , tenant or contractor | \$ - | \$ - | each |
| FIRE | False Alarm Response | Second Reponse within a Calendar Year 2nd Response within 12 months | Repeated False alarms due to vandalism, defective alarm systems or equipment, or negligence of building owner or , tenant or contractor | \$ 200.00 | \$ 200.00 | each |
| FIRE | False Alarm Response | Third Response and Subsequent ones within a Calendar Year 3rd and Subsequent Responses within 12 months | Repeated False alarms due to vandalism, defective alarm systems or equipment, or negligence of building owner or , tenant or contractor | \$ 250.00 | \$ 500.00 | each |

CITY OF WHITEHORSE
BYLAW 2020-32

A bylaw to amend Fees and Charges Bylaw 2014-36

WHEREAS section 220 of the *Municipal Act* provides that council may by bylaw amend or vary bylaws; and

WHEREAS all City of Whitehorse municipal fees and charges are consolidated into one bylaw; and

WHEREAS it is deemed desirable that the Fees and Charges Bylaw be amended to reflect changes required as a result of a quarterly review;

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

1. The fee schedule attached to and forming part of Fees and Charges Bylaw 2014-36 is hereby amended by repealing existing Schedule 6 and substituting therefore a new Schedule 6, attached hereto as Appendix "A" and forming part of this bylaw.
2. This bylaw shall come into full force and effect on and from final passage thereof.

FIRST and SECOND READING:

THIRD READING and ADOPTION:

Mayor

Assistant City Clerk

CITY OF WHITEHORSE

BYLAW 2020-32

Explanatory Notes:

The attached bylaw amends the Fees and Charges Bylaw to reflect changes required per a quarterly operational review.

The proposed changes are highlighted and include amendments to fee descriptions to provide clarity as well as increases to certain fees for Fire Services.

- Amend fee descriptions of False Alarm 1st Response within 12 months, False Alarm 2nd Response within 12 months, and False Alarm 3rd and Subsequent Responses within 12 months.
- Increase the fee for False Alarm 3rd and Subsequent Responses within 12 months to offset the projected increase in operating costs.

| FEE DESCRIPTION | | | Bylaw 2020-20 | | Bylaw 2020-32 | | Final Fee if GST Applicable + 5% GST | UNITS |
|-------------------------------|---|---|---|-----------------------|---|-----------------------|--|-------------|
| | | | Approved Fee | Date Fee Effective | Approved Fee | Date Fee Effective | | |
| | | | Burning | Burning | open burning for land clearing purposes | 110.00 | 23-Feb-09 | 110.00 |
| Burning | Burning-open burning for other than land clearing purposes | 1 week (7 day) permit) | 22.00 | 23-Feb-09 | 22.00 | 23-Feb-09 | | each |
| Burning | Burning-open burning for other than land clearing purposes-seasonal permit | October 1 to March 31 | 110.00 | 23-Feb-09 | 110.00 | 23-Feb-09 | | per season |
| Confined Space | Confined Space Rescues | standard 3rd (third) party billing rates for staff & equipment plus \$500.00 for materials used | actual + 500.00 | 27-Jan-03 | actual + 500.00 | 27-Jan-03 | | each event |
| Explosives | Explosives Storage for construction purposes | | 100.00 | 28-Jan-02 | 100.00 | 28-Jan-02 | 105.00 | each |
| High Hazard Fireworks Display | Fireworks Permit | for non-City organized events fee + fire protection if needed | 250.00 | 1-Jan-12 | 250.00 | 1-Jan-12 | | each |
| Occupancy Load | Determine Occupancy Load | determine the occupancy load for any space | 150.00 + 100/hr after the first 2 hours | 1-Apr-20 | 150.00 + 100/hr after the first 2 hours | 1-Apr-20 | + GST | each event |
| Safety Plan | Review of New Fire Safety Plan | Fee includes cost recovery for applicable wages and benefits | actual + 100 | 1-Jul-18 | actual + 100 | 1-Jul-18 | + GST | each |
| Safety Plan | Update of Fire Safety Plan | Review of an updated fire safety plan | 50.00 | 1-Jan-12 | 50.00 | 1-Jan-12 | 52.50 | |
| False Alarm Response | Third response and Subsequent ones within a Calendar year 3rd and Subsequent Responses within 12 months | Repeated False alarms due to vandalism, defective alarm systems or equipment, or negligence of building owner or, tenant or contractor | 250.00 | 1-Jan-12 | 500.00 | 1-Oct-20 | | each |
| Admin | File search/Letter | Information request including inspection or investigation reports provided to any person, insurance company or government agency required to prepare by the Fire Department based on the approval of the Fire Chief, Deputy Fire Chief, or Prevention Officer. | 5 per page+ 100 admin+Postage | 1-Apr-20 | 5 per page+ 100 admin+Postage | 1-Apr-20 | + GST | Per Request |
| Response | Per Unit responding plus actual cost of incident mitigation, disposal and lost or damage to equipment | | actual + 250 | 1-Jul-18 | actual + 250 | 1-Jul-18 | | unit/hour+ |
| Investigation | Fire or Incident Investigation | Investigation into fire or accident causation factors or any investigation where public safety from fire or accident needs to be determined. Fees will also be levied where ancillary agents are used for investigation purposes including towing, security, storage, specialized photographic or other evidentiary services. travel, accommodation, and other required services. | actual + 100 | 1-Jul-18 | actual + 100 | 1-Jul-18 | | each |
| Inspection | Compliance Re-inspection Fee | | 200.00 | 1-Jan-12 | 200.00 | 1-Jan-12 | | each |
| Inspection | Inspection Required for Licensing and Permitting | Daycares or Child Care centers | 50.00 | 1-Jul-18 | 50.00 | 1-Jul-18 | | each |
| Inspection | Licensing Inspection | inspecting a premise for purpose of obtaining a liquor license | 100.00 | 1-Jan-12 | 100.00 | 1-Jan-12 | | yearly |
| Inspection | Special Event Inspection | If no occupancy load calculation is required | 100.00 | 1-Jan-12 | 100.00 | 1-Jan-12 | | each |
| Stand-By | Confined Space | On Site Stand-By. Fee includes cost recovery for applicable wages, benefits and lost or damaged equipment | actual + \$500 | 1-Jul-18 | actual + \$500 | 1-Jul-18 | | each |
| Technical Rescue | Technical Rescue response beyond City of Whitehorse limits | Cost recovery for wages, benefits and any loss or damage to fire department equipment | Actual Cost | 1-Jul-13 | Actual Cost | 1-Jul-13 | | each |

| FEE DESCRIPTION | Bylaw 2020-20 | | Bylaw 2020-32 | | Final Fee if | UNITS |
|--|---------------|--------------------|---------------|--------------------|-------------------------|-------|
| | Approved Fee | Date Fee Effective | Approved Fee | Date Fee Effective | GST Applicable + 5% GST | |
| First Response False Alarm Response 1st Response within 12 months Repeated False alarms due to vandalism, defective alarm systems or equipment, or negligence of building owner or , tenant or contractor | No charge | 1-Apr-20 | No charge | 1-Oct-20 | | each |
| Second Response within a Calendar year False Alarm Response 2nd Response within 12 months Repeated False alarms due to vandalism, defective alarm systems or equipment, or negligence of building owner or , tenant or contractor | 200.00 | 1-Apr-20 | 200.00 | 1-Oct-20 | | each |

ADMINISTRATIVE REPORT

| |
|--|
| TO: Corporate Services Committee |
| FROM: Administration |
| DATE: September 21, 2020 |
| RE: Urban Electrification Local Improvement (3 Strawberry Lane) |

ISSUE

Authorization of a local improvement charge for urban electrical services

REFERENCE

Urban Electrification Program Policy
Proposed Bylaw 2020-33, attached

HISTORY

In 1989, the City of Whitehorse began assisting with the cost of electrifying urban property by financing the work and charging the cost back to the property as a local improvement charge. In order to have an application approved the applicant must have title to the property, current taxes must be paid in full, and the cost of the work must not exceed 75% of the assessed value of the property. Since the inception of the program, the City has processed a total of 11 urban electrification applications.

The owners of Lot 1211-2 Quad 105/D14, Plan 2007-0046, located at 3 Strawberry Lane in Hidden Valley, have applied under the Urban Electrification Program Policy for a local improvement that will provide electrical service to the property. The property is currently underdeveloped.

ALTERNATIVES

1. Approve the application and bring forward a local improvement charge bylaw.
2. Do not approve the application.

ANALYSIS

The property owners have met all the conditions of the Urban Electrification Program Policy. A bylaw to provide for a local improvement charge is required.

ADMINISTRATIVE RECOMMENDATION

THAT council direct that the application under the urban electrification program for Lot 1211-2 Quad 105/D14, Plan 2007-0046, located at 3 Strawberry Lane in Hidden Valley, be accepted; and

THAT Bylaw 2020-33, a bylaw to authorize a local improvement charge for urban electrification at 3 Strawberry Lane, be brought forward for consideration under the bylaw process.

CITY OF WHITEHORSE
BYLAW 2020-33

A bylaw to authorize a local improvement charge for urban electrification

WHEREAS in 1989 council approved the concept of assisting taxpayers to bring electrical service to their property via the imposition of a local improvement charge; and

WHEREAS the owners of the property located at Lot 1211-2 Quad 105/D14, Hidden Valley, Whitehorse YT, have applied under the Urban Electrification Program for a local improvement to assist them in providing power to the property; and

WHEREAS sections 267 to 271 of the *Municipal Act* require that a bylaw to provide for and authorize a local improvement will contain specific information pertaining to the local improvement and the procedures to be followed in passing the bylaw; and

WHEREAS the actual cost of the said construction is estimated to be \$8,715.00 of which \$8,715.00 will be raised by way of a special tax assessment, and

WHEREAS in order to construct and complete the project it will be necessary to fund up to the sum of \$8,715.00 from the City; and

WHEREAS the estimated life of the project exceeds ten years;

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

1. A work of local improvement, being the electrification of the property described as Lot Lot 1211-2 Quad 105/D14, Hidden Valley, Whitehorse YT Roll #3714121120, property class RSC, located at 3 Strawberry Lane, is hereby authorized.
2. The parcel of land benefiting from this work of local improvement is as set out in section 1 of this bylaw.
3. The total cost of the local improvement has been determined by ATCO Electric Yukon.
4. The cost of the work is to be paid for by way of a special assessment to be levied on the parcel described in section 1 of this bylaw.
5. For the purposes aforesaid, the sum of up to \$8,715.00 is to be funded by the City.
6. The sum of \$8,715.00 is to be collected by way of a special assessment as provided in section 7 of this bylaw.
7. There is hereby imposed on the land described in section 1 of this bylaw a special assessment under the *Assessment and Taxation Act*. This equates to an annual fee in the amount of \$993.19 for each of ten years. This sum is the amount

Local Improvement for Urban Electrification Bylaw 2020-33

necessary to pay the annual amount of interest and principal falling due in each year, computed at the prime business rate of 2.45% as at September 15, 2020. The said special assessment shall be in addition to all other rates and taxes.

- (1) The property owners have the option of paying the total property charge prior to its due date, or of paying the equal annual instalments each of ten years, commencing on July 2, 2021.
 - (2) The property owners may reduce the balance owing on the total property charge by making a lump sum payment in any year during the life of the bylaw. Such lump sum payments shall be accepted only in the month of January each year.
 - (3) The property owners may also pay off the balance owing at any point during the ten-year life of the bylaw.
8. The provisions of this bylaw shall come into full force and effect upon final passage thereof.

NOTICE GIVEN:

FIRST and SECOND READING:

THIRD READING and ADOPTION:

Mayor

Assistant City Clerk

ADMINISTRATIVE REPORT

| |
|--|
| TO: Corporate Services Committee |
| FROM: Administration |
| DATE: September 21, 2020 |
| RE: Contract Award – Group Benefits Program |

ISSUE

Contract award for the provision of employee health benefits

REFERENCE

RFP 2020-048 Group Benefits Program
Purchasing and Sales Policy

HISTORY

As part of the collective bargaining process, two of the City's collective bargaining units agreed to review the current offering of group health benefits.

A committee, led by Human Resources (HR), was formed and included members of the bargaining groups and staff covered by the City's other employment bylaws. Through the committee, a consultant was engaged, Mercer Marsh Benefits, to review the current benefits provided to all City staff and provide a report comparing benefits to other municipalities and local large employers. The report found that there were opportunities for improvement in the benefit offerings and that a market survey should be completed through an RFP process.

A request for proposals (RFP) for employee benefits was released on July 6, 2020 and closed on July 27, 2020. 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.

The City received five compliant proposals from the following businesses:

- AUMA/Sun Life
- DesJardins Insurance
- iA Financial Group
- Manulife
- SSQ Insurance

The proposals were reviewed by an evaluation team comprised of personnel from Human Resources, Financial Services and an external consultant engaged to review the results and costing. The evaluation team followed the Council Policy on Purchasing and Sales.

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. Organization Characteristics
2. Plan Sponsor Services
3. Plan Member Experience
4. Disability and Wellbeing
5. Pharmacy Management
6. Financial Competitiveness
7. Finalist Interviews

The analysis of proposals is a two-step process where all proposals are first evaluated on the first six technical criteria. Proposals that score at least 80% on these criteria move on to the second stage of evaluation. The latter stage were based on interviews with the potential carriers.

In the evaluation, two proposals did not meet the minimum technical threshold and therefore were not interviewed.

The highest scoring proposal was submitted by Manulife and has been endorsed by the benefit review committee.

Manulife is capable of providing superior benefits to the employees of the City of Whitehorse at the same cost as the current provider. Manulife is a leading edge benefit provider that will also be able to provide a more streamlined process for administering benefits which will aid staff in the Human Resources department.

The proposed date for moving to the new provider is scheduled for January 1, 2021 but the implementation date may be moved in order to ensure a smooth transition to the new provider. The total cost for the benefit contract over four years is expected to be approximately \$6,683,130.00 and is GST exempt.

ADMINISTRATIVE RECOMMENDATION

THAT Council authorize Administration to award the contract for the provision of employee group benefits to Manulife for a net cost to the City of approximately \$6,683,130.00, GST exempt.

ADMINISTRATIVE REPORT

| |
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| TO: Corporate Services Committee |
| FROM: Administration |
| DATE: September 21, 2020 |
| RE: Remuneration for the 2021 to 2024 Term of Council |

ISSUE

Remuneration for Mayor and Council for the 2021-2024 term of office

REFERENCE

Municipal Act (RSY 2002), s. 173

Council Remuneration Bylaw 2018-11

Proposed Council Remuneration Bylaw 2020-27, attached

HISTORY

In early 2018, the previous Council approved Bylaw 2018-11, establishing the remuneration rate for the 2018-2021 term of office. The bylaw states that after 18 months in office, Council shall review the bylaw and establish the “types, rates and conditions of payments for the next term of Council”, and that this review is to be “completed in time for the remuneration for the next term of Council to be established by bylaw before the current Council begins the final 12 months of their term of office.”

Bylaw 2018-11 made significant adjustments to the rates of pay for Mayor and Councillors specifically related to a change in Canada Revenue Agency rules that effected how the incomes of elected officials at all levels of government were to be taxed. Previously a portion of those salaries was exempt from income tax; with the change they became fully taxable. To compensate, remuneration rates for the incoming Mayor and Council were adjusted upward to keep their take-home incomes consistent with those of the previous Mayor and Council.

Additional increases were made to the pay rates for councillors, because research showed that they were being significantly underpaid as compared to counterparts in other western Canadian cities of a similar population to Whitehorse. Because the Mayor’s salary was found to be on par with counterparts, there was no top-up adjustment made to that salary.

As approved by the previous Council, Bylaw 2018-11 provides for annual adjustments to the base salaries of the current Mayor and Council members on January 1, 2020 and 2021. The arrangement in the existing bylaw is for the base salaries to be adjusted by the average annual Consumer Price Index for Whitehorse (CPI), unless the CPI is a negative amount in which case the rate of adjustment would be zero.

Because of the time of year when the average annual CPI for Whitehorse is published, an adjustment on January 1st of each year requires using the statistic from two years previous. For example, to adjust salary levels for 2020 on January 1, it was necessary to use the average annual CPI for 2018. The drafting of Bylaw 2018-11 reflects that.

Other sections of Bylaw 2018-11 provide for additional benefits for the Mayor and for Councillors, address reimbursement of expenses, and provide for daily stipends for Councillors when then they attend extraordinary meetings on city business.

ALTERNATIVES

1. Bring forward Bylaw 2020-27 as presented.
2. Propose changes to Bylaw 2020-27.

ANALYSIS

The proposed Bylaw 2020-27 will set the salaries for the Mayor and Councillors that will be elected in the municipal election on October 21, 2021.

Because major adjustments to base salaries for Mayor and Council were made in 2018 and Bylaw 2018-11 provides for an annual increment, Administration proposes to continue the arrangement for annual adjustments to base salaries on January 1st, using the average annual CPI for Whitehorse for the year two years previous. No other changes to the arrangements in Bylaw 2018-11 are proposed.

ADMINISTRATIVE RECOMMENDATION

THAT Council direct that Bylaw 2020-27, a bylaw to provide for remuneration for the mayor and councillors for the 2021 to 2024 term of office, be brought forward for consideration under the bylaw process.

CITY OF WHITEHORSE
BYLAW 2020-27

A bylaw to provide for the types, rates and conditions of payments for the mayor and councillors for the 2021 to 2024 term of office

WHEREAS section 173 of the *Municipal Act* (2002) provides that council may by bylaw establish the types, rates and conditions of payments to be made to members of council; and

WHEREAS compensation provided to council members should be:

- Sufficient to encourage competent and community-minded persons to seek the roles; and
- Reflective of the size of our community when compared with other western Canadian communities;

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

Short Title

1. This bylaw may be cited as the “***Council Remuneration Bylaw***”.

Annual Remuneration

2. The basic annual remuneration for the mayor for the 2021 to 2024 term of office shall be \$102,502.00 adjusted by the average annual Consumer Price Index for Whitehorse (CPI) for 2019, effective from November 1, 2021 to December 31, 2021 inclusive.
3. The basic annual remuneration for each councillor during the 2021 to 2024 term of office shall be \$36,901.00 adjusted by the average annual CPI for 2019, effective from November 1, 2021 to December 31, 2021 inclusive.
4. The annual remuneration shall be paid bi-weekly and, where a member of council fails for any reason to serve in the respective office for a full twelve months, the remuneration shall be pro-rated on a bi-weekly basis for the period served.

Remuneration Increases

5. Effective January 1, 2022, the base annual salary for all members of council shall be adjusted by the average annual CPI for 2020, unless that CPI is a negative amount in which case the rate of adjustment will be zero.
6. Effective January 1, 2023, the base annual salary for all members of council shall be adjusted by the average annual CPI for 2021, unless that CPI is a negative amount in which case the rate of adjustment will be zero.

Mayor and Council Remuneration Bylaw 2020-27

7. Effective January 1, 2024, the base annual salary for all members of council shall be adjusted by the average annual CPI for 2022, unless that CPI is a negative amount in which case the rate of adjustment will be zero.

Additional Benefits for the Mayor

8. The mayor is entitled to benefits including Extended Health Care, Dental Care, Short-term Disability, Long-term Disability, Group Life Insurance, Accidental Death and Dismemberment Insurance, and the Employee Assistance Program as detailed herein:
 - (1) Premiums for Extended Health Care, Dental Care, and Group Life Insurance will be paid 90% by the employer and 10% by the mayor.
 - (2) Dental coverage includes 100% basic unlimited, 50% major restorative to a yearly maximum of \$2,500.00 per person, and 50% orthodontic to a lifetime maximum of \$1,500.00 per person.
 - (3) Group Life/Accidental Death and Dismemberment is two times the annual salary rounded up to the next highest thousand.
 - (4) Short Term Disability (Weekly Indemnity) coverage is 100% employer paid. The mayor qualifies after the third day of illness and a physician's statement is required.
 - (5) The mayor will pay 100% of the premium for Long Term Disability coverage. Payments will be based upon 65% of the first \$3,500.00 monthly earnings and 55% of the remaining monthly earnings to a maximum benefit of \$4,000.00 per month.
 - (6) The mayor is entitled to time off with pay for periods of absence of three working days or less for bona fide non-occupational illness or accident, for medical, dental and optical appointments, or an illness of a member of the mayor's immediate family.
9. The mayor is entitled to the above-noted benefits as per the Management and Management Staff Employment Bylaw, but is not entitled to any of the other benefits outlined in the bylaw. With respect to vacation time, the mayor is permitted to take paid personal leave as he or she sees fit and therefore, at the end of the mayor's term of office, there will not be any entitlement to a vacation pay-out.

Additional Benefits for Councillors

10. Councillors are entitled to benefits including Extended Health Care, Dental Care, Weekly Accident Indemnity, Accidental Death and Dismemberment Insurance, a Childcare Allowance, and the Employee Assistance Program as detailed herein:
 - (1) Premiums for Extended Health Care and Dental Care will be paid 90% by the employer and 10% by the councillor.
 - (2) Dental coverage includes 100% basic unlimited and 50% major restorative to a yearly maximum of \$2,500.00 per person.

Mayor and Council Remuneration Bylaw 2020-27

- (3) Weekly Accident Indemnity coverage in the amount of \$300.00 per week is available to councillors injured in an accident who are gainfully employed on a full-time basis immediately before the date of injury.
- (4) Accidental Death and Dismemberment (\$100,000.00 Policy) includes 24-hour coverage.
- (5) Councillors with dependents living in their home who are younger than 13 years of age will be eligible to claim a childcare allowance for all official meetings of council. For the purposes of this bylaw:
 - (a) The childcare allowance will be set at an hourly rate equal to the established Yukon hourly minimum wage at the time the claim is made; and
 - (b) Official meetings include standing committee and regular council meetings, council and senior management meetings, training related to city business, and all local meetings, events or business functions where council or the mayor and city manager requires the attendance of council members.

Deputy Mayor

11. At the beginning of council's term of office and annually thereafter, council shall appoint councillors to perform the duties of deputy mayor and reserve deputy mayor. A resolution of council is required for such appointments.

Funding for Reimbursement of Expenses

12. Each year in the annual operating budget council will identify budget dollars to fund or reimburse members of council for expenses incurred in performing their duties as members of council. The current allocation of funding is:
 - (1) Mayor's expenses \$10,500.00
 - (2) Councillor expenses \$28,500.00
13. Eligible expenditures for each councillor may be funded to a maximum of \$3,750.00 annually. Included in this \$3,750.00 is a \$300.00 annual allocation for miscellaneous expenses that do not require approval of the mayor and city manager or a resolution of council.
14. All costs incurred by a councillor that are in excess of his or her annual allocation will be the personal responsibility of the said councillor unless prior approval by council resolution is received authorizing the use of another councillor's unexpended allocation.
15. The \$6,000.00 balance of the council expense budget shall be used to reimburse councillors for expenses incurred when an invitation or obligation of the entire council is delegated to one or more of its members. Unless agreed otherwise by the mayor and city manager or by council resolution, where all members of council have an invitation or obligation to attend a scheduled local meeting or function

Mayor and Council Remuneration Bylaw 2020-27

and no specific council member is delegated to attend on council's behalf, no expenses shall be funded.

Expenses

16. Eligible expenses include but are not limited to mileage, air fares, registration fees, meals, and lodging. Daily stipends for councillors in accordance with section 21 of this bylaw are also considered eligible expenses.
17. For an expense to be funded it must be incurred to assist members of council in performing their duties as council members.
18. Eligible expenditures normally include costs incurred for training, travel, events, functions, promotion, and other direct out-of-pocket expenses. Eligible criteria include training related to city business and expenses related to events or functions that:
 - (1) maintain council's profile in the community;
 - (2) demonstrate council's interest in community issues;
 - (3) maintain and/or enhance council's ability to make informed decisions on community issues;
 - (4) maintain and/or enhance the skills required by individual council members to effectively serve the community;
 - (5) involve liaising with other elected officials;
 - (6) involve representing the City of Whitehorse on city business; and
 - (7) are approved by the mayor and city manager or by council resolution.
19. Prior approval of council is required for funding or reimbursement of expenses incurred in conjunction with travel by members of council outside of the City of Whitehorse.
20. Notwithstanding the provisions of section 18 of this bylaw, where a councillor is designated as a city representative to the Association of Yukon Communities and expected to attend regularly scheduled meetings that may require travel to other Yukon communities, the mayor and city manager may approve requests for funding or reimbursement of expenses incurred. In such circumstances, the councillor shall give advance notice to all members of council that he or she will be out of town for this purpose.
21. Funding or reimbursement of travel expenses for all members of council will be provided in accordance with the Travel Expenses Administrative Directive.

Mayor and Council Remuneration Bylaw 2020-27

Daily Stipend for Councillors

22. In addition to the annual remuneration provided for in section 3 of this bylaw, and subject to section 13 herein, councillors are eligible for a daily stipend in accordance with the provisions of this bylaw.
23. The daily stipend may be claimed for periods when councillors are engaged in representing the city at a business function or event, attending non-regular meetings related to city business, or participating in training related to city business. The stipend shall be paid as follows:
 - (1) For periods of between one and four hours: \$100.00
 - (2) For periods of four hours or more \$150.00
24. No stipend shall be paid to councillors when they are:
 - (1) Representing the city at a function or event, or attending a meeting or participating in training for periods of less than one hour, or
 - (2) Attending noon hour meetings of council and senior management, or
 - (3) Attending regularly scheduled standing committee and council meetings, or special council meetings; or
 - (4) Attending regularly scheduled meetings of committees to which they are appointed as a representative of council.
25. The daily stipend provided for in section 21 of this bylaw shall be paid only with respect to periods when a councillor:
 - (1) Represents the city at a business function or event that is authorized or approved in advance by the mayor and city manager or by council resolution; or
 - (2) Attends a pre-scheduled but non-regular evening or weekend meeting of council and senior management, a strategic planning workshop, a legislative workshop, or a council training session; or
 - (3) Is required to be absent from the city for six or more hours for the purpose of travel to represent the city at a business function or event that has been authorized or approved in advance by the mayor and city manager or by council resolution; or
 - (4) Acts as deputy mayor when the mayor is absent.
26. Approval by the mayor and city manager for the payment of a daily stipend applies only to councillors attending local business functions or events as a representative of the city, attending non-regular local meetings related to city business, or participating in local training related to city business. All other approvals require a resolution of council.

Mayor and Council Remuneration Bylaw 2020-27

Remuneration for the Next Term of Council

27. Following the completion of 18 months in office, council shall review the council remuneration bylaw and establish the types, rates and conditions of payments for the mayor and councillors for the next term of council. Review of the bylaw shall be completed in time for the remuneration for the next term of council to be established by bylaw before the current council begins the final 12 months of their term of office.

Bylaw Repeal

28. Bylaw 2018-11, including all amendments thereto, is hereby repealed.

Coming into Force

29. This bylaw shall come into full force and effect on and from the 1st day of November 2021.
30. Notwithstanding section 28 of this bylaw, the mayor and councillors elected for the 2021 to 2024 term of council will be required to attend training and orientation sessions prior to being sworn in as council members. The daily stipend provisions of section 21 of this bylaw shall apply to councillors-elect attending such training or orientation sessions.
- (1) In the event that the mayor-elect is not the incumbent, the daily stipend provisions of section 21 of this bylaw shall also apply to the mayor-elect attending such required training or orientation sessions.

**FIRST and SECOND READING:
THIRD READING and ADOPTION:**

Mayor

Assistant City Clerk