

CITY OF WHITEHORSE – STANDING COMMITTEES

Monday, February 3, 2020 – 5:30 p.m.

Council Chambers, City Hall

CALL TO ORDER

ADOPTION OF AGENDA

PROCLAMATIONS

DELEGATES

Gabriele Watts – Seniors' Property Tax Deferment Program
Matthew Trickett – Climate Change

CITY OPERATIONS COMMITTEE

1. Infrastructure Agreement – Hillcrest Water Supply Project
2. New Business

COMMUNITY SERVICES COMMITTEE

1. New Business

PUBLIC HEALTH AND SAFETY COMMITTEE

1. New Business

DEVELOPMENT SERVICES COMMITTEE

1. New Business

CORPORATE SERVICES COMMITTEE

1. Capital Re-budget and Contract Award – Quartz Road Lift Station SCADA
2. Capital Re-budget and Contract Award – Trail Plan Consulting Services
3. Local Improvement Charge Bylaw – Urban Electrification
4. Recind Council Member Appointment to AYC
5. Authorize Council Travel – FCM Annual Conference
6. New Business

CITY PLANNING COMMITTEE

1. Public Hearing Report – Zoning Amendment – Keno Way CNC2 Zone
2. Public Hearing Report – Zoning Amendment – 25 Rhine Way/468 Range Road
3. New Business

CITY OF WHITEHORSE
CITY OPERATIONS COMMITTEE
Council Chambers, City Hall



Chair: Samson Hartland **Vice-Chair:** Laura Cabott

February 3, 2020

Meeting #2020-03

-
1. Infrastructure Agreement – Hillcrest Water Supply Project
Presented by Manager Taylor Eshpeter
 2. New Business

ADMINISTRATIVE REPORT

TO: City Operations Committee
FROM: Administration
DATE: February 3, 2020
RE: Infrastructure Agreement – Hillcrest Water Supply Project

ISSUE

Authorization of an Infrastructure Agreement with the Government of Yukon (YG) related to the project to install a water supply main across the Alaska Highway at the location of Roundel Road.

REFERENCE

Draft Infrastructure Agreement
2020-2023 Capital Budget Project 240c00213 Hillcrest Water Supply

HISTORY

The City has a 2020 capital project to extend a water main across the Alaska Highway to provide another connection to the Hillcrest neighbourhood. This project was scheduled in 2020 with the intent to complete the work ahead of the Government of Yukon plan to improve the Alaska Highway in this location.

However, YG has accelerated their schedule for the highway improvements and the timing of the work for both projects is in conflict. The City's Engineering Services Department and YG Highways and Public Works Department determined that the best way forward is to combine the projects and have YG administer the contract for construction. This agreement forms the terms and conditions of this partnership and allocates the risks to the most appropriate parties.

ALTERNATIVES

1. Authorize the Mayor to sign the agreement
2. Do not authorize the Mayor to sign the agreement

ANALYSIS

The proposed agreement reflects the approach that YG will complete the design of the water main referenced in the agreement as the "Municipal Works", with review and approval of the design by the City, and invoice the City for this work.

The water main work will be incorporated in the YG public tender for the overall highway improvements project and be invoiced to the City upon completion. The benefit of this approach is that it eliminates the risk of having two separate contracts in the same vicinity, managed by two separate governments, that could cause delays to the other party. Additionally, efficiencies and cost savings are expected due to reduced coordination during design and construction.

The City's Hillcrest Water Supply project is fully funded from Gas Tax. The 2020 to 2023 capital expenditure program includes \$700,000 for this work. Expenses will be confirmed through YG's procurement and construction completion.

ADMINISTRATIVE RECOMMENDATION

THAT Council authorize the Mayor to sign the Infrastructure Agreement with the Government of Yukon with respect to the Hillcrest Water Supply Project.

INFRASTRUCTURE AGREEMENT

Intersection, Frontage Road Upgrades km 1421.8 to km 1424.2 Alaska Highway #1
and Municipal Services, Yukon 2020-2022

THIS AGREEMENT made BETWEEN:

GOVERNMENT OF YUKON as represented by the Executive Council Member
responsible for the Department of Highways and Public Works
("YG")

AND

CITY OF WHITEHORSE, a municipality under the Yukon *Municipal Act*, RSY 2002,
c. 154, as represented by its Mayor
(the "City")

being collectively the parties (the "Parties") to this agreement ("Agreement").

WHEREAS:

- A. YG is performing construction work on the following project: Intersection, Frontage Road Upgrades, km 1421.8 to km 1424.2 Alaska Highway #1 and Municipal Services, Yukon 2020-2022 (the "Project").
- B. For this Agreement the term "Municipal Works" includes the water main, manholes, valves, hydrants, and other accessories that are usually constructed by the City when installing municipal infrastructure to deliver water, more particularly described in Schedule A.
- B. In order to gain efficiencies and reduce the risk of delays to YG, the City and YG have agreed that YG shall design and construct the Municipal Works and include the Municipal Works as part of the Project.

IN CONSIDERATION for the mutual promises contained in this Agreement, and such other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the following terms:

1.0 Design and Procurement

- 1 The City shall, at all times, be responsible for reviewing the design of the Municipal Works.
- 2 The City shall have final approval over the design of the Municipal Works ("Municipal Design").
- 3 YG shall commission a consultant who shall be responsible for the design and engineering of the Municipal Works.
- 4 YG shall include a provision in the consultant's contract which provides that the consultant is contracting with the City and YG and that the consultant's design and engineering work related to the Municipal Works is the property of the City.

INFRASTRUCTURE AGREEMENT

Intersection, Frontage Road Upgrades km 1421.8 to km 1424.2 Alaska Highway #1
and Municipal Services, Yukon 2020-2022

- 5 The City will, at its own cost, promptly assist and fully cooperate with YG to incorporate the Municipal Works into the overall design and construction of the Project, including but not limited to:
 - 1 attending any meetings and providing timely responses to requests from YG or consultants for information, materials, or comment;
 - 2 providing any information, documents or materials relevant to the Project or Project site; and
 - 3 assist in modifying the Municipal Design to address any issues, inconsistencies, conflicts or incompatibility with YG's design of the Project or a change in site conditions or circumstances related to the Project.
- 6 Subject to section 1.3, YG will incorporate the Municipal Works into the contract documents for the Project and provide the City with a copy of the contract documents for review.
- 7 The City shall promptly review the Municipal Design as requested, and shall provide final approval of the Municipal Design prior to YG incorporating same into the contract documents for the Project. The City shall confirm such approval or issues to YG in writing within 10 business days of being requested to do so, unless otherwise agreed to in writing by the Parties.
- 8 The City consents to YG's use of any related information, documents, or materials provided by the City for the purposes of the Project, and warrants that YG has the full right to use such information, documents, or materials for the purposes of the Project.
- 9 If the Project is being tendered, YG will, in its sole and absolute discretion, determine the schedule, terms, means and method for the tender, unless doing so would be inconsistent with another provision of this Agreement.
- 10 The tender documents and the construction contract shall provide for warranties on the Municipal Works and bonding for their construction upon such terms as are approved by the City; the terms of the construction contract shall provide for such warranties and bonds to be enforceable by the City; and such warranties and bonds shall, if necessary, be assigned by YG to the City.
- 11 YG has sole and absolute discretion to select the contractor for construction of the Project based on their Procurement Policy. The City will accept any contractor selected by YG to perform the Project, and upon YG's request, will attend and fully cooperate with YG in reviewing any bids, proposals, or submissions resulting from a tender of the Project.

2.0 Construction and Ownership

- 1 YG will, in its sole and absolute discretion, determine the construction schedule and completion date for the Project.

INFRASTRUCTURE AGREEMENT

Intersection, Frontage Road Upgrades km 1421.8 to km 1424.2 Alaska Highway #1
and Municipal Services, Yukon 2020-2022

- 2 The City shall, at its own cost, assist YG as follows:
 - 1 provide periodic inspection throughout the construction of the Municipal Works at agreed upon milestones in accordance with an inspection schedule to be agreed upon prior to the start of construction);
 - 2 provide inspection and oversight during the following key activities:
 - Pre-construction meetings
 - Connection to existing water mains
 - Abandonment of existing water mains
 - Installation of all water main fittings, including but not limited to bends, tees, hydrants, valves, reducers, adaptors, restraints
 - Placement of concrete for thrust blocks
 - Installation of water main within carrier pipe
 - Commissioning of new water mains
 - Final inspection of the Municipal Works in order to issue a Construction Completion Certificate (CCC) as per the City of Whitehorse Servicing Standards Manual
 - 3 approve changes to the Municipal Design during the construction of the Municipal Works;
 - 4 attend meetings and provide timely responses to requests from YG or consultants for information, materials, or comment;
 - 5 provide information, documents or materials relevant to the Project or Project site; and
 - 6 assist YG in modifying the Municipal Design or Municipal Works to address issues, inconsistencies, conflicts or incompatibility with YG's design of the Project or changes in the Project, including: a change in site or subsurface conditions or circumstances related to the Project;
 - 7 provide a final approval and acceptance for the Municipal Works after rectification of all the deficiencies by the Contractor; and
 - 8 issue a final construction completion certificate for the Municipal Works after final approval, acceptance and rectification of deficiencies.
- 3 Both Parties shall have access to the Municipal Works for the purposes of the Project.
- 4 The City shall be solely responsible for permitting and regulatory approvals related to or arising from the Municipal Works, and YG shall be solely responsible for permitting and regulatory approvals related to or arising from the rest of the Project.

INFRASTRUCTURE AGREEMENT

Intersection, Frontage Road Upgrades km 1421.8 to km 1424.2 Alaska Highway #1
and Municipal Services, Yukon 2020-2022

- 5 Upon issuance of the final construction completion certificate, the City shall take ownership of the Municipal Works.

3.0 Payment and Costs

- 1 The City shall be solely responsible for all costs or expenses, related to the design and construction of the Municipal Works in accordance with the schedule of quantities attached to the tender documents, any costs or expenses related to City obligations described in section 2.2 and any changes to the Municipal Works resulting or arising from any changes to the Municipal Works Project, whether known or unknown, and which the City agrees to in writing to pay.
- 2 In addition to payment specified in section 3.1, the City shall pay YG, \$22,115 for the initial design costs for the Municipal Works plus any further cost incurred by YG for the design of the Municipal Works and which the City agrees in writing to pay.
- 3 The City shall pay YG a lump sum at the end of the project in accordance with the schedule of quantities for the construction of the Municipal Works attached to the tender documents or as otherwise agreed to in writing between the Parties.

4.0 Representations, Warranties, and Conditions

- 1 YG makes no guarantee, representation, or warranty (express or implied) with respect to:
 - 1 the accuracy, appropriateness, availability, suitability, reliability, usability, functionality, completeness or timeliness of the procurement, design, and construction of the Project,
 - 2 the fitness for a particular purpose or non-infringement of rights related to or arising from the procurement, design, and construction of the Project; or
 - 3 the approval, funding, performance, or completion of the Project.
- 2 YG's performance of this Agreement is subject to:
 - 1 the terms of its contract for design and construction of the Project;
 - 2 performance of the work or services by the applicable consultant or contractor; and
 - 3 the *Financial Administration Act* (Yukon), RSY 2002, c. 87 and its regulations (as amended).

INFRASTRUCTURE AGREEMENT

Intersection, Frontage Road Upgrades km 1421.8 to km 1424.2 Alaska Highway #1
and Municipal Services, Yukon 2020-2022

5.0 Assumption of Risks, Release and Limit of Liability, and Indemnity

- 1 The City shall fully indemnify and hold harmless YG from and against all claims, actions, complaints, liabilities, demands, obligations, damages, third party claims, expenses and costs (including reasonable legal costs), directly or indirectly, related to or arising from the actions of the City and related to or connected with the Municipal Works, after the City issues a construction completion certificate for the Municipal Works, including:
 - 1 any error, omission, or tortious act by the City including: negligence, gross negligence, or misrepresentation (negligent or otherwise);
 - 2 any breach of contract or breach of any statutory or professional duty by or arising from City; or
 - 3 any injury (including death) to persons, damage to or loss of property, infringement of rights (including intellectual property rights) or any other claims, actions, complaints, liabilities, demands, obligations, damages, expenses and costs (including reasonable legal costs) for any reason or in any way arising from or related to the City's performance or non-performance of the Project or this Agreement, including: design and construction of the Project.

- 2 YG shall fully indemnify and hold harmless the City from and against all claims, actions, complaints, liabilities, demands, obligations, damages, third party claims, expenses and costs (including reasonable legal costs), directly or indirectly, related to or arising from the actions of YG and related to or connected with the Project or this Agreement prior to the City issuing a construction completion certificate for the Municipal Works, and thereafter only in relation to the non-Municipal Works portion of the Project and the portion of the Agreement pertaining to the non-Municipal Works, including:
 - 1 any error, omission, or tortious act by YG including: negligence, gross negligence, or misrepresentation (negligent or otherwise);
 - 2 any breach of contract or breach of any statutory or professional duty by YG; or
 - 3 any injury (including death) to persons, damage to or loss of property, infringement of rights (including intellectual property rights) or any other claims, actions, complaints, liabilities, demands, obligations, damages, expenses and costs (including reasonable legal costs) for any reason or in any way arising from or related to YG's performance or non-performance of the Project or this Agreement, including: design and construction of the Project.

- 3 For the purposes of sections 5.1 and 5.2, "City" and "YG" includes its council members or members of the legislative assembly as the case may be, employees, contractors, agents, successors, assigns, and insurers.

INFRASTRUCTURE AGREEMENT

Intersection, Frontage Road Upgrades km 1421.8 to km 1424.2 Alaska Highway #1
and Municipal Services, Yukon 2020-2022

- 4 For greater certainty, sections 5.1 to 5.3 shall survive any expiry or termination of this Agreement.

6.0 Termination

- 1 YG may, at its sole and absolute discretion, cancel the tender of the Project at any time, without compensation to the City with just cause and in good faith. YG will provide the reasons to the City for cancelling the tender of the Project. YG agrees that it will not thereafter proceed with any part of the Project without including the Municipal Works in accordance with the Municipal Design.
- .2 If, at any time, a Party materially breaches this Agreement, then the other Party may terminate this Agreement upon seven (7) calendar days' prior written notice to the other Party. In such case both Parties shall continue to discharge any outstanding obligations under this Agreement until the actual date of termination. Any disputes related to or arising from the termination shall be resolved in accordance with section 7.0 – Dispute Resolution.

7.0 Dispute Resolution

- 1 In the case of a dispute, the Parties shall resolve the dispute as follows:
- 1 make all reasonable efforts to resolve the dispute by amicable negotiations in a respectful manner;
 - 2 if a dispute has not been resolved by negotiation, then the dispute shall be referred to mediation upon either Party providing written notice to the other Party that it wishes the dispute to be resolved by mediation. If the Parties are unable to agree upon the choice of a mediator, either Party may apply to a Yukon court to appoint a mediator;
 - 3 should mediation not resolve the dispute, a Party may refer the unresolved dispute to the private arbitration,; and
 - 4 any endeavor to resolve disputes arising out of this Agreement by negotiation, mediation or other means of dispute resolution, including arbitration, will be conducted on a confidential basis and upon rules mutually agreed upon by the Parties.
- 2 The Parties shall equally bear the costs of any dispute resolution process, including mediation or arbitration.

8.0 Conflict of Interest

- 1 The City:
- 1 shall not accept any commission, discount, allowance, payment, gift, or other benefit that is connected, directly or indirectly, with the performance of this Agreement, that causes, or would appear to cause, a conflict of interest; and

INFRASTRUCTURE AGREEMENT

Intersection, Frontage Road Upgrades km 1421.8 to km 1424.2 Alaska Highway #1
and Municipal Services, Yukon 2020-2022

- 2 shall have no financial or personal interest in the business, interest group, or organization of a third party that causes, or would appear to cause, a conflict of interest in connection with the performance of the Project or this Agreement, and if such interest appears or develops, the City shall promptly declare it to YG and take such action as required to eliminate the conflict of interest and prevent future occurrences of the conflict of interest. Such conflict of interest will not relieve the City from its obligations under the Agreement, including under this section.

9.0 General

- 1 This Agreement and any other schedules or attachments, constitutes the entire agreement between the Parties in respect of the subject matter of this Agreement and supersedes all prior representations, negotiations, communications, and other agreements in respect of it (whether written or oral).
- 2 Any change or amendment to this Agreement must be made by written agreement that is duly authorized and signed by representatives of both Parties.
- 3 For greater certainty, nothing in this Agreement shall create the relationship of principal and agent, employer and employee, partnership, or joint venture between the Parties. All personnel engaged by either Party to perform their respective rights and obligations under this Agreement are all times the employees or subcontractors of that Party, and not of the other Party.
- 4 No action or failure to act by either Party shall constitute a waiver of any right or duty afforded to them under this Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically and explicitly agreed to in writing.
- 5 Each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law. If any provision of this Agreement is held to be invalid, unenforceable or illegal to any extent, such provision may be severed and such invalidity, unenforceability or illegality will not prejudice or affect the validity, enforceability and legality of the remaining provisions of this Agreement. If any such provision of this Agreement is held to be invalid, unenforceable or illegal, the Parties will promptly endeavor in good faith to negotiate new provisions to eliminate such invalidity, unenforceability or illegality and to restore this Agreement or provision as nearly as possible to its original intent and effect.
- 6 Neither the City nor YG, without the prior written consent of the other, assign, either directly or indirectly, any right, benefit, or obligation under this Agreement and such assignment will be considered void. Any assignment may be subject to approval under the Yukon Assignment Regulations OIC 1984/201.

INFRASTRUCTURE AGREEMENT

Intersection, Frontage Road Upgrades km 1421.8 to km 1424.2 Alaska Highway #1
and Municipal Services, Yukon 2020-2022

- 7 This Agreement shall be binding upon the Parties hereto and their permitted assigns.
- 8 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.
- 9 This Agreement does not operate as a permit, license, approval or other statutory authority which either Party may be required to obtain from the other Party or any of its agencies in order to perform the Project or this Agreement. Nothing in this Agreement is to be construed as derogating, abrogating, or interfering with the exercise by either Party or its agencies of any statutory power or duty, or make a Party liable for any exercise of a statutory power or duty. Neither Party shall be liable for any additional cost or expense related to or arising from the exercise of any statutory power or duty or enforcement of laws.
- 10 Both Parties shall fulfill the terms of this Agreement promptly and in a timely manner.
- 11 This Agreement shall be governed by the laws of Yukon.

10.0 Notices

- 1 Any written notices referred to, required, or provided under or in relation to this Agreement will be addressed to the Parties at the address set out below. The delivery of such notice will be by hand; courier; mail; or electronic mail. A notice delivered by one Party in accordance with this Agreement will be deemed to have been received by the other Party:
 - 1 if delivered in person or by courier, on the date of delivery;
 - 2 if sent by mail, it shall be deemed to have been received 5 Business Days after the date on which it was mailed;
 - 3 if sent by electronic mail, it shall be deemed to have been received on the date of its transmission if there is no indication of failure of receipt communicated to the sender and the date of transmission is a Business Day and received at the place of receipt during the hours of 8:30 am to 5:00 pm if not received on a Business Day or during the hours of 8:30 am to 5:00 pm, then it shall be deemed to have been received at the opening of business at the place of receipt on the next Business Day following the transmission thereof if there is no indication of failure of receipt communicated to the sender. For the purposes of this Agreement, "Business Day" means a day that is not a Saturday, Sunday or statutory holiday in Yukon.

INFRASTRUCTURE AGREEMENT

Intersection, Frontage Road Upgrades km 1421.8 to km 1424.2 Alaska Highway #1 and Municipal Services, Yukon 2020-2022

- 2 Contact information for a Party may be changed by written notice to the other Party setting out the new contact information in accordance with this notice provision.

YG

Sandra MacDougall, P. Eng.
Transportation Engineering Branch
Box 2703
Whitehorse, Yukon Y1A 2C6
(867) 332-7935
snmacdou@gov.yk.ca

CITY

Taylor Eshpeter, P. Eng.
2121 Second Avenue
Whitehorse, Yukon
Y1A 1C2
(867) 689-2143
taylor.eshpeter@whitehorse.ca

11.0 Signing

- 1 Each Party represents and warrants that it has full power and authority to enter into, perform, and execute the terms of this Agreement, and that each person signing this Agreement on behalf of a Party has been properly authorized and empowered to enter into and execute this Agreement and the terms therein.
- 2 This Agreement may be executed in counterparts, each of which will be deemed as an original and all of which will constitute one and the same document.

The Parties have executed this Agreement by their duly authorized representatives on the date of signature below, and if signed on different dates, then the later of those dates.

SIGNED AND DELIVERED in the presence of:

YG

CITY

Print Name

Dan Curtis, Mayor

Title

Norma Felker, Assistant City Clerk

Signature

Date Signed

Date Signed

INFRASTRUCTURE AGREEMENT

Intersection, Frontage Road Upgrades km 1421.8 to km 1424.2 Alaska Highway #1
and Municipal Services, Yukon 2020-2022

SCHEDULE A: SCOPE OF MUNICIPAL WORKS

(See attached)



BURNS ROAD

TIES TO EXISTING WATER MAIN

PLUG ABANDONED WATER MAIN

SALVAGE EXISTING HYDRANT & VALVES (deliver to City)

NEW HYDRANTS ALONG FRONTAGE ROAD

FUTURE FRONTAGE ROAD

ABANDON EXISTING WATER MAIN IN-PLACE

SALVAGE EXISTING HYDRANT & VALVES (deliver to City)

PLUG ABANDONED WATER MAIN

NORSEMAN ROAD

TIES TO EXISTING WATER MAIN

BURNS ROAD

ROUNDEL ROAD

WATER MAIN CROSSES UNDERNEATH HIGHWAY IN PRE-INSTALLED CASING

PROPOSED WATER MAIN

TIES TO EXISTING WATER MAIN

CENTENNIAL MOTORS

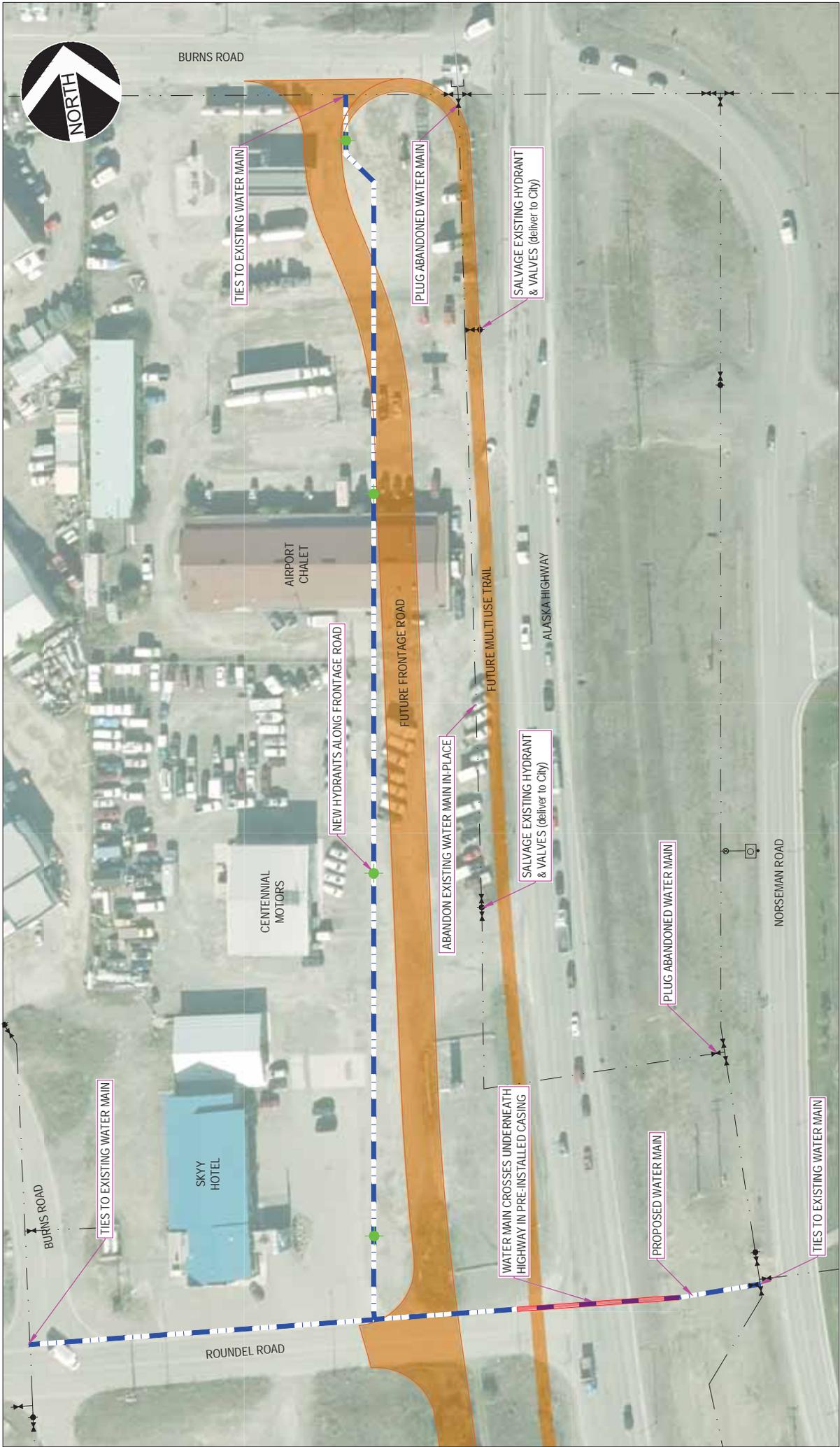
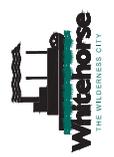
AIRPORT CHALET

FUTURE MULTI USE TRAIL

ALASKA HIGHWAY

PROPOSED HILLCREST WATER SUPPLY MAIN SCHEDULE A FIGURE

JAN 29, 2020



CITY OF WHITEHORSE
COMMUNITY SERVICES COMMITTEE
Council Chambers, City Hall



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

February 3, 2020

Meeting #2020-03

-
1. New Business

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



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

February 3, 2020

Meeting #2020-03

1. New Business

CITY OF WHITEHORSE
DEVELOPMENT SERVICES COMMITTEE
Council Chambers, City Hall



Chair: Dan Boyd

Vice-Chair: Jocelyn Curteanu

February 3, 2020

Meeting #2020-03

1. New Business

CITY OF WHITEHORSE
CORPORATE SERVICES COMMITTEE
Council Chambers, City Hall



Chair: Laura Cabott

Vice-Chair: Stephen Roddick

February 3, 2020

Meeting #2020-03

1. Capital Re-budget and Contract Award – Quartz Road Lift Station SCADA
Presented by Manager Taylor Eshpeter
2. Capital Re-budget and Contract Award – Trail Plan Consulting Services
Presented by Manager Landon Kulych
3. Local Improvement Charge Bylaw – Urban Electrification
Presented by Manager Lindsay Schneider
4. Rescind Council Member Appointment to AYC
Presented by Manager Catherine Constable
5. Authorize Council Travel – FCM Annual Conference
Presented by Manager Catherine Constable
6. New Business

ADMINISTRATIVE REPORT

TO: Corporate Services Committee
FROM: Administration
DATE: February 3, 2020
RE: Capital Re-budget & Contract Award – Quartz Road Lift Station SCADA

ISSUE

Capital re-budget and contract award for the 2019 Quartz Road Lift Station/LTECF Outfall Flow Meter SCADA Project

REFERENCE

- RFT 2019-104 – 2019 Quartz Road Lift Station/LTECF Outfall Flow Meter SCADA Project
- Council Policy: Purchasing and Sales
- 2019 Capital Budget – Account 240c02609 SCADA Program

HISTORY

SCADA (Supervisory Controls and Data Acquisition) was implemented first in 2001 to provide Whitehorse with real-time collection and monitoring of data from remote utilities stations. The system has proven to be efficient, cost effective and reliable.

Continuation of the SCADA plan implementation is needed to move to wireless monitoring and eliminate reliance on leased lines/dedicated phone lines, which use dial-up and have delays of more than five minutes for critical monitoring.

The proposed work is based on recommendations from the 2010 Radio Path Analysis & Communications Study, the 2011 RTU Master Plan, and 2016 Revised Communication Study. The 2019 SCADA Upgrades Design Brief and costs are based on budgetary estimates provided by the consulting engineers who authored those reports.

Radio communications are proposed for installations on remote stations to optimize costs, realize real-time monitoring, improve the continuity and quality of data, better capture peak flows, and allow for the addition of security cameras.

Flow data is required to meet conditions of the City's water licence and is essential data to optimize the operations of the water and sewer network.

The RFT for the 2019 Quartz Road Lift Station/LTECF Outfall Flow Meter SCADA Project was advertised on the City's website and in local newspapers. The RFT documents were made available on December 4, 2019 via the City's e-procurement platform www.whitehorse.bonfirehub.ca.

The tender closed on January 15, 2020 and one compliant submission was received from Jaytech Electrical & Controls with a bid of \$164,025, not including GST.

ALTERNATIVES

1. Re-budget the 2019 capital SCADA Program project, thereby increasing the 2020 capital budget, and authorize Administration to award the contract as recommended
2. Refer the proposed award back to Administration for further analysis.

ANALYSIS

The review of the bids by an internal review committee comprised of personnel from the Engineering Services and Financial Services departments included checking for completeness, mathematical errors, and proper tender security.

The review committee agreed that the low bidder is familiar with the scope of work and has the knowledge and experience to complete the work successfully. The prices submitted are reasonable.

With a re-budget of 2019 funds, sufficient funds are available in the capital budget to complete this portion of the project. Additional radio control upgrades are planned at other sites in accordance with the project description and will be implemented in 2020.

This work was not completed in 2019 due to limited design capacity and competing administrative priorities. The budget for this project is funded entirely from Gas Tax.

ADMINISTRATIVE RECOMMENDATION

THAT Council direct that the remaining funds from the 2019 capital budget for the SCADA Program Project be re-budgeted to 2020 in an amount up to \$501,050; and

THAT Council authorize Administration to award the contract for the 2019 Quartz Road Lift Station/LTECF Outfall Flow Meter SCADA Project to Jaytech Electrical & Controls for a net cost to the City of \$164,025 plus GST.

ADMINISTRATIVE REPORT

TO: Corporate Services Committee
FROM: Administration
DATE: February 3, 2020
RE: Capital Re-Budget and Contract Award –Trail Plan Consulting Services

ISSUE

Capital re-budget and contract award for consultant services for the preparation of the City of Whitehorse Trail Plan Update.

REFERENCE

RFP 2019–101 City of Whitehorse Trail Plan
Council Policy: Consulting Services Selection Procedures
2019 Capital Budget – 740c00316 Trail Plan Update 2017
Council Policy: Purchasing and Sales

HISTORY

City of Whitehorse trail initiatives are currently managed by the 2007 Trail Plan. This is a guiding document for trail planning, development, and maintenance. With a ten-year horizon, the 2007 Trail Plan is due to be updated.

An updated Trail Plan will inform future management and decision-making strategies, recommend growth opportunities, and support relationship-building initiatives. The project will be subject to an extensive public engagement process with the intention to develop a final plan that addresses strategic trail planning priorities spanning the next ten years. As the community continues to grow, the new Trail Plan will be an essential planning resource.

A request for proposals (RFP) was prepared in 2019 to seek consulting services to update the City Trail Plan. The RFP was released on November 21, 2019 and closed on December 20, 2019. The RFP was advertised on the City's website, social media platforms, and in local newspapers. The RFP documents were made available via the City's e-procurement platform www.whitehorse.bonfirehub.ca.

The City received six compliant proposals:

- Dialog
- Groundswell Planning
- LEES + Associates
- Quantum Recreation
- Stantec Whitehorse
- Urban Systems Ltd.

The proposals were reviewed by an internal evaluation team comprised of personnel from Parks and Community Development, Financial Services and Bylaw Services. The evaluation team followed the Consulting Services Selection Procedures policy.

ALTERNATIVES

1. Re-budget the 2019 capital Trail Plan Update project, thereby increasing the 2020 capital budget, and 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 criteria established in the Council Policy on Consulting Services Selection Procedures, as follows:

1. Project Team
2. Methodology & Approach
3. Past Relevant Experience & Performance
4. Project Schedule
5. Adjusted Fees
6. Local Preference

The analysis of proposals is a two-step process where all proposals are first evaluated on the first four technical criteria. Proposals that score at least 80% on these criteria move on to the second stage of evaluation.

The latter stage evaluates the final two criteria (local content and fees) which are scored based on a set formula established in the Consulting Services Selection Procedures Policy. Four of the six proposals qualified for local preference scoring.

The highest scoring proposal was submitted by LEES + Associates with a bid of \$69,741, not including GST.

With a re-budget of 2019 funds, sufficient funds are available in the capital budget to complete this project. The budget is funded entirely from Gas Tax.

ADMINISTRATIVE RECOMMENDATION

THAT Council direct that the remaining funds from the 2019 capital budget for the Trail Plan Update project be re-budgeted to 2020 in an amount up to \$70,000; and

THAT Council authorize Administration to award the contract for consulting services for the Trail Plan Update project to LEES + Associates for a net cost to the City of \$69,741 plus GST.

ADMINISTRATIVE REPORT

TO: Corporate Services Committee
FROM: Administration
DATE: February 3, 2020
RE: Local Improvement Charge Bylaw – Urban Electrification

ISSUE

Authorization of a local improvement charge for urban electrical services

REFERENCE

Urban Electrification Program Policy

HISTORY

In 1989 the City began assisting with the cost of electrifying urban property by financing it 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 ten urban electrification applications.

The owners of Lot 28 Raven's Ridge Subdivision, located at 190 War Eagle Way, have applied under the Urban Electrification Program Policy for a local improvement that will provide electrical service to the property as the property is currently underdeveloped.

ALTERNATIVES

1. Accept the application and bring forward a local improvement charge bylaw.
2. Decline 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 28 Raven's Ridge Subdivision, 190 War Eagle Way be accepted; and

THAT Bylaw 2020-08, a bylaw to authorize a local improvement charge for urban electrification at 190 War Eagle Way, be brought forward for consideration under the bylaw process.

CITY OF WHITEHORSE
BYLAW 2020-08

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 28 Ravens Ridge Subdivision, 190 War Eagle Way, 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 \$7,980.00 of which \$7,980.00 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 \$7,980.00 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 28 Ravens Ridge Subdivision, Plan 2013-0080, Roll #3550002800, property class RSC, located at 190 War Eagle Way, 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 \$7,980.00 is to be funded by the City at large.
6. The sum of \$7,980.00 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 \$981.41 for each of ten years. This sum is the amount necessary to pay the annual amount of interest and principal falling due in each year, computed at the prime business rate of 3.95% as at January 22, 2020. The said special assessment shall be in addition to all other rates and taxes.

Local Improvement for Urban Electrification Bylaw 2020-08

- (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: February 3, 2020
RE: Rescind Council Member Appointment to AYC

ISSUE

Rescinding a council member appointment as a City representative to the Association of Yukon Communities (AYC)

REFERENCE

Council Procedures Bylaw 2016-47

Council Resolution 2019-20-17

HISTORY

Typically, the City of Whitehorse appoints two Council members to represent the City on AYC. In October 2018, Councillor Jocelyn Curteanu was appointed by Council as one of the two City Council representatives to AYC. Shortly thereafter, Councillor Curteanu joined the AYC Executive Committee, and the City was asked by AYC to appoint an additional Council representative.

In October 2019, Councillor Curteanu was re-appointed as a Council representative to AYC under Council Resolution 2019-20-17, along with Councillors Roddick and Stick. However, in her AYC Executive Committee role, Councillor Curteanu is not in the role of a Council representative.

ALTERNATIVES

1. Rescind the appointment of Councillor Curteanu as a Council representative to AYC.
2. Do not rescind the appointment.

ANALYSIS

The expedient solution to clarify this situation is to rescind the appointment of Councillor Curteanu as a Council representative to AYC. Rescinding the appointment will not affect her role on the AYC Executive Committee, nor will it affect Council's representation on AYC, as Councillors Roddick and Stick will continue in their appointments to that role.

ADMINISTRATIVE RECOMMENDATION

THAT Council direct that the appointment of Councillor Jocelyn Curteanu as a Council representative to the Association of Yukon Communities, for the period November 1, 2019 to October 31, 2020, be rescinded.

ADMINISTRATIVE REPORT

TO: Corporate Services Committee
FROM: Administration
DATE: February 3, 2020
RE: Authorize Council Travel – FCM Annual Conference

ISSUE

Authorization of travel expenses for council members

REFERENCE

Council Remuneration Bylaw 2018-11

HISTORY

The Council Remuneration Bylaw requires prior approval from council for all requests for funding or reimbursement of expenses incurred in conjunction with travel by members of council outside the City of Whitehorse.

ALTERNATIVES

1. Authorize the requests for travel expenses
2. Deny the requests for travel expenses

ANALYSIS

The 2020 Federation of Canadian Municipalities Annual Conference and Trade Show will be held in Toronto in early June.

Three members of council have indicated their intention to attend.

ADMINISTRATIVE RECOMMENDATION

THAT council direct that travel and per diem expenses be authorized for Councillors Boyd, Curteanu and Roddick to attend the 2020 Federation of Canadian Municipalities Annual Conference and Trade Show to be held in Toronto, Ontario in June.

CITY OF WHITEHORSE
CITY PLANNING COMMITTEE
Council Chambers, City Hall



Chair: Jan Stick

Vice-Chair: Samson Hartland

February 3, 2020

Meeting #2020-03

-
1. Public Hearing Report – Zoning Amendment (Keno Way CNC2 Zone)
Presented by Manager Mélodie Simard
 2. Public Hearing Report – Zoning Amendment (25 Rhine Way/468 Range Road)
Presented by Manager Mélodie Simard
 3. New Business

ADMINISTRATIVE REPORT

TO: Planning Committee
FROM: Administration
DATE: February 3, 2020
RE: Public Hearing Report – Zoning Amendment (Keno Way CNC2 Zone)

ISSUE

A report on the public hearing for edits to the zoning of Keno Way in Whistle Bend.

REFERENCE

- 2010 Official Community Plan
- Zoning Bylaw 2012-20
- Bylaw 2019-20 and Appendix A

HISTORY

Proposed Bylaw 2019-20 contains a number of changes to the CNC2-Comprehensive Neighbourhood Commercial 2 zone in advance of the Yukon government selling commercial lots on Keno Way in Whistle Bend. The edits are intended to implement an urban form that would function similar to Main Street in Downtown Whitehorse and complement the location of the town square as the centre of the neighbourhood.

The CNC2 zone was developed as part of the Master Plan design work for Whistle Bend and has only been applied to lots on Keno Way. Therefore, amending this zoning will not impact other areas of the City.

Bylaw 2019-20 received 1st Reading on November 25, 2019. Notices were published in the newspapers on December 20, 2019 and January 3, 2020. The Whistle Bend Community Association, Yukon government Lands Department, Kwanlin Dün First Nation, and Ta'an Kwäch'an Council were notified by mail of this mapping change. There are no property owners within 100 m of the subject properties.

A public hearing was held on January 13, 2020. No one appeared at the public hearing and one written submission expressing concerns was received.

The following issues were raised:

- Building setbacks do not leave adequate space for snow storage
- Reduced parking requirements are not adequate
- Keno Way needs better bus service

ALTERNATIVES

- 1) Proceed with second and third reading under the bylaw process.
- 2) Do not proceed with second and third reading.

ANALYSIS

Building setbacks do not leave adequate space for snow storage

A concern was raised that reduced building setbacks would not leave adequate space for snow storage.

The proposed bylaw does not make any amendments to the current front yard setback in the CNC2 zone, which is 2.5 m. The design of Keno Way is similar to Main Street, including wide pedestrian boulevards, which could be used for interim snow storage prior to removal. However, City Operations staff have stated that snow removal will be conducted similar to Main Street, but on a less frequent basis.

Reduced parking requirements are not adequate

Concern was raised that a reduction to required parking for both residential and commercial uses is not appropriate as there is insufficient bus service and inadequate off-site parking.

The proposed bylaw reduces parking requirements to one space per two dwelling units and one per 150 m² gross commercial floor area. This is the same reduction for parking that is applied to Downtown. This amendment is intended to provide additional development space on the lots as well as promote the walkable design for Whistle Bend. This makes parking reductions for commercial businesses appropriate in this area. Stand-alone parking lots that can accommodate roughly 80 parking stalls have been planned immediately north of Keno Way. There is also angle parking provided on Keno Way.

It is important to note that Whistle Bend is not Downtown and has limited employment opportunities. Also, overflow parking from residential units may create parking issues for businesses on Keno Way. Therefore, Administration is recommending that the parking reduction for commercial areas be retained, but residential parking requirements be reverted to one space per dwelling unit.

Keno Way needs better bus service

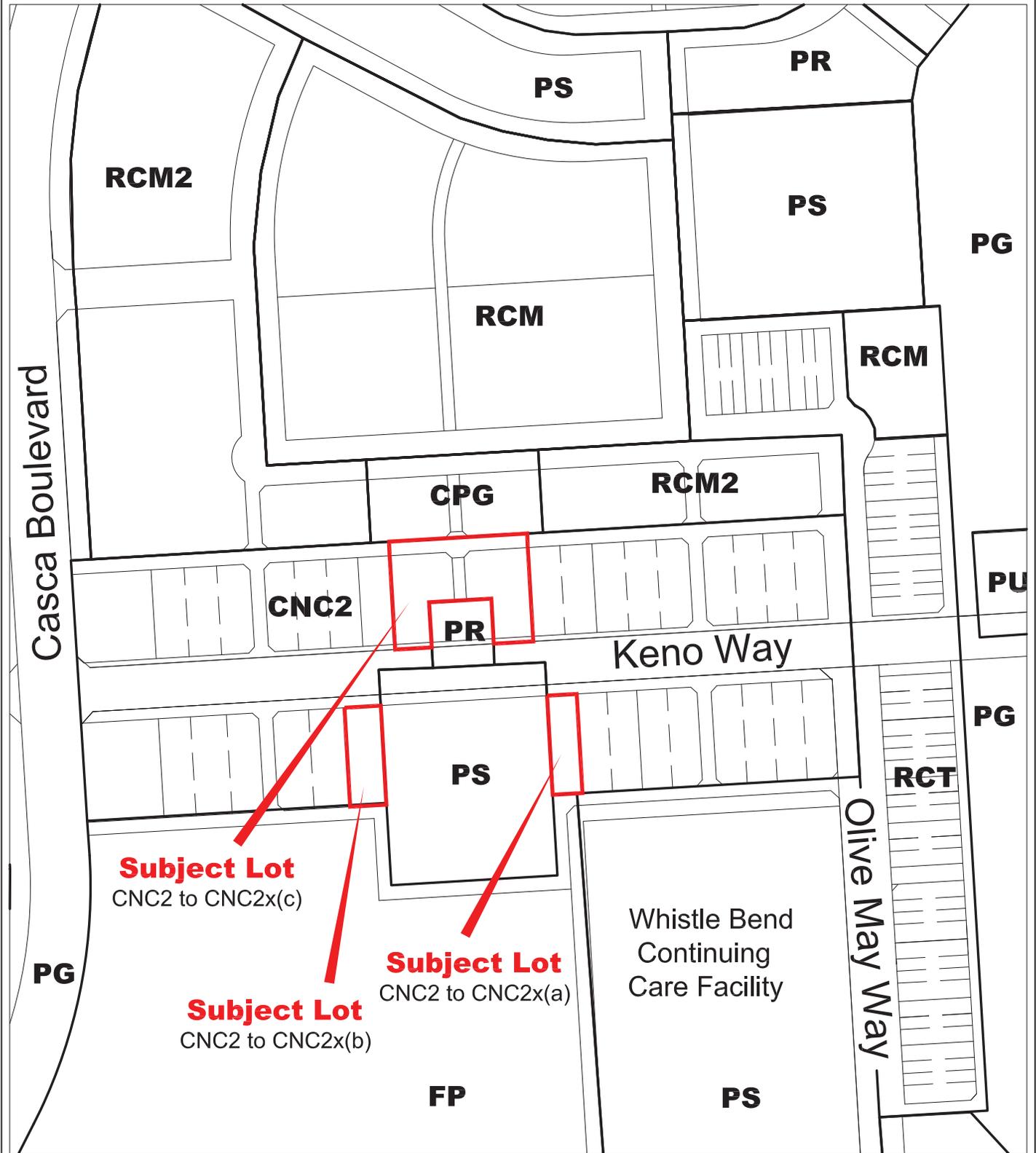
Concern was raised that Keno Way does not have sufficient bus service to support reduced parking requirements or commercial operations. There was also concern regarding bus routing avoiding Keno Way.

It was suggested that buses should use Olive May Way as it is adjacent to a future school and the continuing care facility, whereas the current section of Casca Boulevard has no housing along that stretch. The City may explore increased bus service through future Transit planning and budgeting processes. Additionally, bus routing can be reviewed.

ADMINISTRATIVE RECOMMENDATION

THAT Council direct that Bylaw 2019-20, a bylaw to make several edits to the CNC2 zone, be brought forward for second and third reading under the bylaw process; and

THAT Bylaw 2019-20 be amended at second reading to remove changes to residential parking requirements in the CNC2 zone.



Bylaw 2019-20
 A bylaw to amend the zoning of commercial lots located on Keno Way in Whistle Bend.

LEGEND

 SUBJECT AREA

ADMINISTRATIVE REPORT

TO: Planning Committee
FROM: Administration
DATE: February 3, 2020
RE: Public Hearing Report – Zoning Amendment (25 Rhine Way/468 Range Rd)

ISSUE

A report on the public hearing for a Zoning Amendment for 25 Rhine Way and 468 Range Road in Takhini to allow for a boundary realignment and reduction of parking for a supportive housing development.

REFERENCE

- 2010 Official Community Plan
- Zoning Bylaw 2012-20
- Bylaw 2019-21 and Appendix A
- Transportation Demand Management Plan
- Bicycle Network Plan

HISTORY

The owner of 468 Range Road, KBC Developments Inc., recently purchased the property located at 25 Rhine Way from the City of Whitehorse. The owner is proposing to develop a 'seniors' community' on the two lots, with the first phase being a supportive housing development at 468 Range Road. The second phase is contemplated as a future apartment building at 25 Rhine Way. These two lots share a common boundary.

The owner has applied to rezone a portion of 25 Rhine Way to accommodate the parking, waste management facility, and generator/propane tanks for the supportive housing development. If the zoning application is successful, a boundary realignment would also be completed.

In addition, a reduction in the required parking spaces was proposed that would see the number of required spaces reduced from 1 per 2 units to 1 per 4 units.

This development has undergone numerous revisions by the owner, specifically following the purchase of 25 Rhine Way from the City. A major development incentive was approved for a previous rendition of this development proposal. If the zoning amendment is successful, the owner would cancel that incentive application and reapply as part of a new development permit application.

Bylaw 2019-21 received 1st Reading on November 25, 2019. Notices were published in the newspapers on December 20, 2019 and January 3, 2020. A total of 79 letters were sent to property owners within 100 m of that subject property. The Yukon Government Lands Department, Kwanlin Dün First Nation, and Ta'an Kwäch'än Council were also notified. Zoning notification signs were also placed on both properties.

A public hearing was held on January 13, 2020. Twelve people appeared at the public hearing in opposition, as well as the proponent for the amendment. Fifty written submissions were received (four in favour/27 opposed/19 expressing concerns).

The following issues were raised:

- Reduction of parking will lead to increase in on-street parking issues
- Development will create an increase in local traffic
- Residents not properly consulted
- Other issues
- Support for development

ALTERNATIVES

- 1) Proceed with second and third reading under the bylaw process.
- 2) Amend the bylaw at second reading.
- 3) Do not proceed with second and third reading.

ANALYSIS

Reduction in parking will lead to increase in on-street parking issues

There were numerous concerns that reducing the number of required parking spaces would result in an increase in on-street parking, which would reduce safety for pedestrians and cyclists.

As a result of the input, the proponent has amended their development plans. The design now includes a total of 52 parking spaces, of which 38 will be developed as underground parking. The current number of required parking spaces, per Zoning Bylaw 2012-20, is 42. Therefore, the zoning amendment to reduce the number of required parking spaces is not longer required.

To accommodate 10 surface parking spaces at the rear of the building, the applicant has proposed to increase the boundary realignment from 557 m² to 888 m². This change would see a 23% increase in lot size for 468 Range Road (a 15% increase was proposed under the original design). Considering a minimum density of 50 u/ha in the RCM2 zone, this realignment will reduce the development potential of 25 Rhine Way from 23 units to 22 units (original development potential was 26 units).

Administration supports this change as improves the overall design of the project and provides a response to the public input, while having minimal impact on the development potential of the neighbouring lot.

Therefore, Administration recommends amending Bylaw 2019-21 to reflect the removal of the amendment to required parking and an increase to the boundary realignment area. The boundary realignment was originally intended to accommodate parking and utilities for the supportive housing development. While the size is being increased, the intensity of use (number of units for example) is not, so a second public hearing is not necessary in this case.

Development will create an increase in local traffic

Concern was raised that the proposed development will increase traffic on Range Road, increasing safety concerns in an already congested area, adjacent to a school zone.

One person suggested that additional traffic could be offset with enhanced bus shelters, traffic calming on Range Road, active transportation improvements, and pedestrian crosswalks. These items are found in the City's Transportation Demand Management and Bicycle Plans.

Administration is reviewing options for a corridor study for Range Road that will investigate traffic and safety issues in this area. Recommendations from this study may address many of the issues raised and could be implemented by Council through future budget processes.

Residents not properly consulted

One person raised the issue that residents of the area were not properly consulted on this change to the neighbourhood. Specifically, that not all residents received notification and that this project was not brought up during a Town Hall meeting with the Mayor in 2019.

The Municipal Act and Zoning Bylaw require that the City send written notification of a zoning amendment to residents within 100 m of the subject property. This mail out radius often does not capture the entire neighbourhood. However, the City also posts newspaper ads for two successive weeks and places a sign on the property to increase notification of amendments.

In regards to the Town Hall meeting, Mayor and Council would not have been aware of this project at that time. Proposed amendments are initially reviewed by Administration and Council is typically not aware of them until they are presented at a Planning Committee meeting. Town Hall meetings are structured so that residents bring forward comments to Mayor and Council, not to brief residents of potential developments.

Additionally, if this project did not require a zoning amendment, it would have proceeded through the permitting process to construction without any public notification, as it is a permitted use under the current zoning.

Other issues

Concerns were raised that a building of this scale is out of character for the neighbourhood and will create issues for the neighbourhood, such as shadowing and noise. It was also noted that the building may cause issues with the flight path for Erik Nielsen International Airport.

It is important to note that while shadowing, noise, change to neighbourhood character, and increased traffic were concerns raised by the public, they are outside the scope of this amendment. The current CM1 zoning allows for a dense, mixed-use development on this site. Existing City bylaws and policies guide development within existing neighbourhoods and are considered by the Development Review Committee during the permitting process.

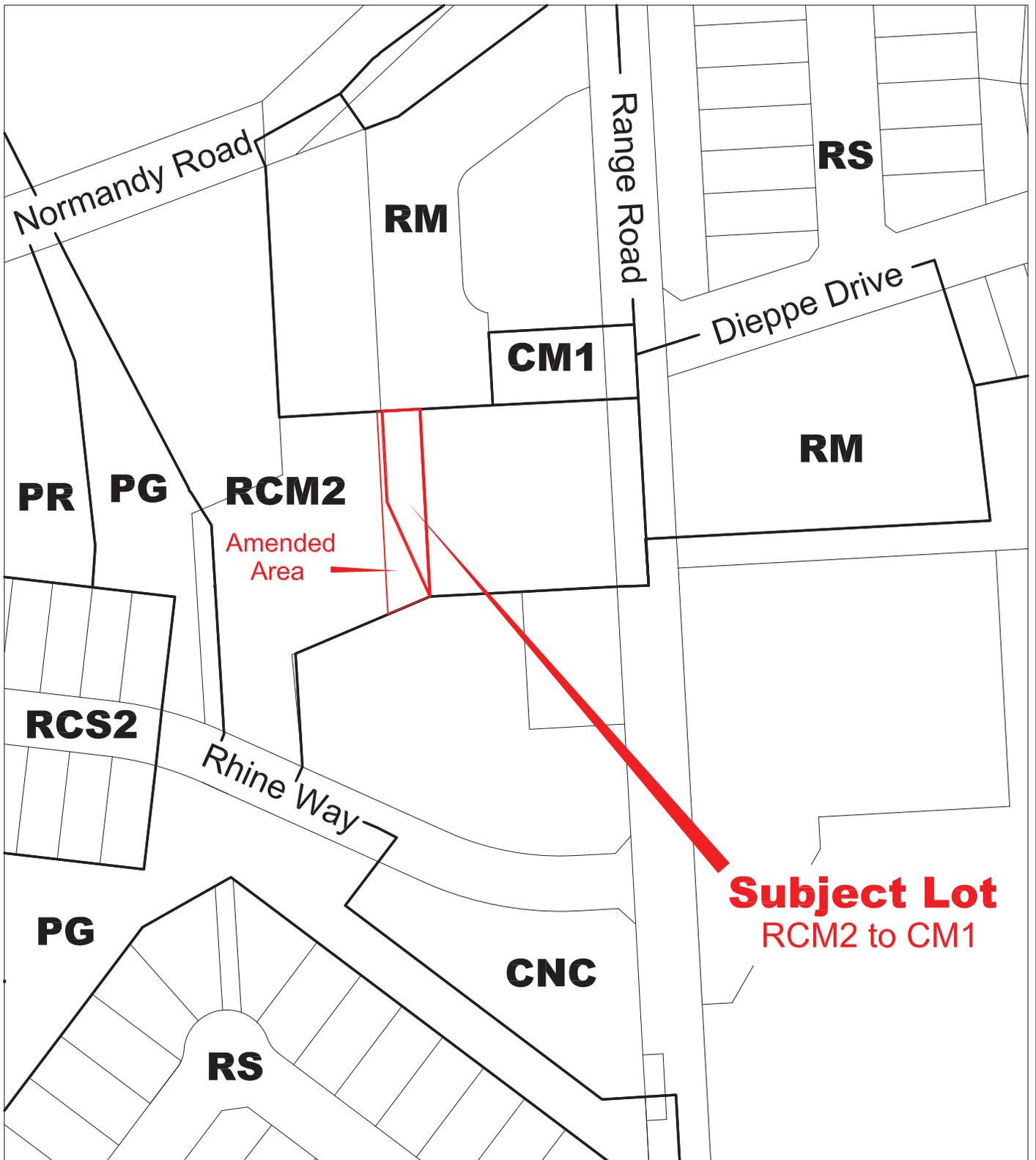
Support for amendment

The proponent for the amendment appeared as a delegate to clarify issues and answer questions regarding the project. Submissions were also received supporting the amendment stating that this type of housing is needed in Whitehorse and that other cities are reducing parking minimums for similar projects.

ADMINISTRATIVE RECOMMENDATION

THAT Council direct:

1. THAT Bylaw 2019-21, a bylaw to amend the zoning of a portion of 25 Rhine Way and 468 Range Road, located in the Takhini neighbourhood, to allow for a boundary realignment and reduced parking requirements for a supportive housing development, be brought forward for second and third reading under the bylaw process; and
2. THAT Bylaw 2019-21 be amended at second reading to maintain the minimum parking requirements as stated in Zoning Bylaw 2012-20; and
3. THAT Bylaw 2019-21 be amended at second reading to increase the boundary realignment area from 557 m² to 888 m², as shown on Appendix A.



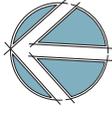
Subject Lot
RCM2 to CM1

BYLAW 2019-21

A bylaw to amend the zoning of a portion of 25 Rhine Way to allow for a boundary realignment to accommodate a supportive housing development.

LEGEND

 SUBJECT AREA



PARKING REQUIRED = 78

NORMANDY MANOR (SUPPORTIVE HOUSING)
 84 UNITS @ 0.5 STALLS PER DWELLING = 42
 PARKING PROVIDED = 52

FRONT LOT	
ACCESSIBLE 6m x 4.125m	2
PARALLEL 7.3m x 2.4m	2
4	
REAR LOT	
ACCESSIBLE 6m x 4.125m	2
STANDARD 6m x 2.75m	8
10	
UNDERGROUND PARKADE	
ACCESSIBLE 6m x 4.125m	4
SMALL CAR 4.9m x 2.4m	4
STANDARD 6m x 2.75m	30
38	
TOTAL	52



CHANGES TO NORMANDY MANOR:
 GENERATOR MOVED
 REAR PROPERTY LINE REALIGNED 14m EAST
 888.4m² TOTAL ADDITIONAL SITE AREA (312m² MORE THAN PREVIOUS REALIGNMENT)

NOTES:
 10 ADDITIONAL PARKING STALLS
 PROPANE LOCATED. SIZE TBD

DSK 07



Project **NORMANDY MANOR**

Title **PROPERTY LINE REALIGNMENT V.2**

Date 01/22/20

Scale 1 : 500

Job No 1829