

CITY OF WHITEHORSE
REGULAR Council Meeting #2020-21

DATE: October 13, 2020
TIME: 5:30 p.m.

Mayor Dan Curtis
Deputy Mayor Jan Stick
Reserve Deputy Mayor Dan Boyd

AGENDA

CALL TO ORDER 5:30 p.m.

AGENDA Adoption

PROCLAMATIONS

MINUTES Regular Council Meeting #2020-20 dated September 28, 2020

DELEGATIONS

PUBLIC HEARING

STANDING COMMITTEE REPORTS

City Planning Committee – *Councillors Stick and Hartland*

Local Food and Urban Agriculture Study – For Information Only

City Operations Committee – *Councillors Hartland and Cabott*

Contract Award – Mobile Steamer Truck

Community Services Committee – *Councillors Curteanu and Boyd*

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

Development Services Committee – *Councillors Boyd and Curteanu*

Corporate Services Committee – *Councillors Cabott and Roddick*

Budget Amendment – Protective Floor Covering Replacement

Contract Award – Enterprise Data Storage System

NEW AND UNFINISHED BUSINESS

Decline 2021 Base Salary Adjustment for Council Members

Amend the Management and Confidential Exclusion Employment Bylaw

Contract Award – Consulting Services – City Wide Transportation Study

BYLAWS

2020-27 – Council Remuneration (2021 to 2024 Term)

3rd Reading

2020-28 – Land Sale and Transfer (75 Ortona Lot Enlargement)

3rd Reading

2020-29 – Land Sale and Transfer (Mount Sima Lot Enlargements)

3rd Reading

2020-32 – Fees and Charges Amendment (3rd Quarter Changes)

3rd Reading

2020-33 – Amend Management and Confidential Exclusion Bylaw

1st & 2nd Reading

ADJOURNMENT

MINUTES of **REGULAR** Meeting #2020-20 of the council of the City of Whitehorse called for 5:30 p.m. on Monday, September 28, 2020, in Council Chambers, City Hall.

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

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

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

CALL TO ORDER

2020-20-01

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

AGENDA

Carried Unanimously

Mayor Curtis proclaimed October 2020 to be **United Way Month** in the City of Whitehorse.

Mayor Curtis proclaimed October 2 to be **Yukon Sisters in Spirit Vigil and Red Dress Campaign Day** in the City of Whitehorse.

Mayor Curtis proclaimed October 4 to 10 to be **Fire Prevention Week** in the City of Whitehorse.

PROCLAMATIONS

Mayor Curtis reminded everyone that September 30 is **Orange Shirt Day**, a day to commemorate the survivors of residential schools and remember those who did not survive, and to reaffirm anti-racism and anti-bullying policies.

2020-20-02

It was duly moved and seconded
THAT the minutes of the regular council meeting dated September 14, 2020 be adopted as presented.

MINUTES

September 14, 2020

Carried Unanimously

COMMITTEE REPORTS

City Planning Committee

2020-20-03

It was duly moved and seconded THAT Bylaw 2020-28, a bylaw to authorize the sale of a parcel of vacant City land to allow for a lot enlargement at 75 Ortona Avenue in the Takhini North neighbourhood, be brought forward for consideration under the bylaw process.

BRING FORWARD LAND SALE BYLAW (Lot Enlargement at 75 Ortona Avenue)

Carried Unanimously

2020-20-04

It was duly moved and seconded THAT Bylaw 2020-29, a bylaw to authorize the sale and transfer of three parcels of land in the Mount Sima Industrial Subdivision to allow for the enlargement of three lots on Mount Sima Road, be brought forward for consideration under the bylaw process.

BRING FORWARD LAND SALE BYLAW (Lot Enlargements on Mount Sima Road)

Carried Unanimously

A Committee member noted that the Yukon government has released their "Clean Future" Strategy and asked if the City is able to release any of the analysis documents prepared for the Climate Change workshop. Administration advised that the analysis has not been compiled into a public report and the data is being used to inform upcoming budget submissions. It was noted that a corporate emissions report is expected to be released in the near future.

CLEAN FUTURE STRATEGY
For Information Only

City Operations Committee

There was no report from the City Operations Committee.

No Report

Community Services Committee

2020-20-05

It was duly moved and seconded THAT administration be authorized 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.

CONTRACT AWARD ACCESSIBLE PLAYGROUND

Carried Unanimously

In response to a question raised, administration advised that the Jumpstart Playground project was delayed due to the COVID-19 pandemic. Plans are being developed for proceeding with the project in 2021, and an update is anticipated later this fall.

JUMPSTART
PLAYGROUND
For Information Only

Public Health and Safety Committee

There was no report from the Public Health and Safety Committee. No Report

Development Services Committee

There was no report from the Development Services Committee. No Report

Corporate Services Committee

2020-20-06

It was duly moved and seconded THAT amendments totalling \$28,354 be authorized to reduce the 2020 to 2023 capital expenditure program as follows:

1. Reduce completed and under budget project 320c00118, Replacement Utility Work Machine, in the amount of \$5,766;
2. Reduce completed and under budget project 320c00916, Additional End Dump Trailer for Operations, in the amount of \$11,548;
3. Reduce completed and under budget project 320c02809, Heavy Truck Replacement, in the amount of \$5,145;
4. Reduce completed and under budget project 440c00119, Thermal Imaging Cameras, in the amount of \$870;
5. Reduce completed and under budget project 500c00220, CGC Compressor 3 Replacement, in the amount of \$5,025.

CAPITAL BUDGET
AMENDMENT –
2nd QUARTER VARIANCE

The total amount remaining in reserves or external funding sources is \$28,354.

Carried Unanimously

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.

2nd QUARTER
OPERATING VARIANCE
For Information Only

.../continued

The 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.

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

In response to questions raised, administration advised that the projections are to the end of the year, but that may change if the Chief Medical Officer of Health issues new guidelines.

The City has no information as yet regarding the availability of federal funding for municipalities related to COVID-19.

2nd QUARTER
OPERATING VARIANCE
(Continued)

For Information Only

2020-20-07

It was duly moved and seconded
THAT Bylaw 2020-20, a bylaw to amend the Fees and Charges Bylaw in accordance with a quarterly review, be brought forward for consideration under the bylaw process; and

THAT the 2020 to 2022 operating and maintenance budgets be increased upon adoption of Bylaw 2020-20 in the amount of \$3,500 for 2020, \$4,667 for 2021, and \$4,667 for 2022, offset by transfers to the General Reserve for the additional revenue.

BRING FORWARD
FEES AND CHARGES
AMENDMENT
3RD Quarter Review

Carried Unanimously

In 1989 the City 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.

The owners of the property located at 3 Strawberry Lane in the Hidden Valley subdivision have met all the conditions of the urban electrification program. A bylaw is required to provide for a work of local improvement.

After this application was presented at Standing Committee, the proponents came to an agreement with ATCO Electric Yukon and withdrew their application for City assistance.

URBAN ELECTRIC
APPLICATION
3 Strawberry Lane
For Information Only

2020-20-08

It was duly moved and seconded
THAT administration be authorized 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.

CONTRACT AWARD
EMPLOYEE GROUP
BENEFITS

Carried Unanimously

2020-20-09

It was duly moved and seconded
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.

BRING FORWARD
REMUNERATION BYLAW
FOR 2021-2024 COUNCIL

Carried Unanimously

NEW AND UNFINISHED BUSINESS

Councillor Hartland presented a Notice of Motion as follows:

NOTICE OF MOTION

TAKE NOTICE that I, Councillor Samson Hartland, will bring forward at the next regular meeting of Council on October 13, 2020 a motion that reads as follows:

WHEREAS the current Council Remuneration Bylaw provides for an adjustment of the base annual salary for all members of council on January 1, 2021 by the average annual Consumer Price Index for Whitehorse for 2019, unless that CPI is a negative amount, in which case the rate of adjustment will be zero; and

PROPOSAL TO
WAIVE 2021 ANNUAL
SALARY ADJUSTMENT
FOR COUCIL MEMBERS

WHEREAS in this difficult and uncertain time council has an opportunity to lead by example;

BE IT RESOLVED THAT an adjustment to the base annual salary for all members of council scheduled for January 1, 2021 be declined by council.

BYLAWS

2020-20-10

It was duly moved and seconded
THAT Bylaw 2020-24, a bylaw to amend the City Manager Bylaw by adding a performance review process, having been read a first and second time, now be given third reading.

BYLAW 2020-24
AMEND CITY MANAGER
EMPLOYMENT BYLAW
THIRD READING

Carried Unanimously

2020-20-11

It was duly moved and seconded
THAT Bylaw 2020-30, a bylaw to provide for the terms and conditions of employment for Management and Confidential Exclusion employees of the City of Whitehorse, having been read a first and second time, now be given third reading.

Carried Unanimously

BYLAW 2020-30
MANAGEMENT AND
CONFIDENTIAL EXCLUSION
EMPLOYMENT BYLAW
THIRD READING

2020-20-12

It was duly moved and seconded
THAT 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, be given first reading.

Carried Unanimously

BYLAW 2020-27
COUNCIL REMUNERATION
2021 TO 2024 TERM
FIRST READING

2020-20-13

It was duly moved and seconded
THAT Bylaw 2020-27 be given second reading.

Carried Unanimously

SECOND READING

Council members expressed some concern that the cost of living adjustments are based on the Consumer Price Index from two years previous and indicated a desire to make it more current. The suggestion was also made that salary adjustments should coincide with the anniversary date of the election rather than on the first day of the year.

In response to questions raised, administration advised that new information on the timing for the release of the Consumer Price Index information is now available. If there is a desire to make changes to the bylaw in light of this new information, an amendment can be proposed when the bylaw comes forward for third reading.

Discussion

In general, support was expressed for continuing with regular cost of living increases so that the remuneration for the next term of council remains competitive and is substantial enough to attract candidates.

2020-20-14

It was duly moved and seconded
THAT Bylaw 2020-28, a bylaw to authorize the sale and transfer of a parcel of vacant city land to allow for a lot enlargement at 75 Ortona Avenue, be given first reading.

Carried Unanimously

BYLAW 2020-28
LAND SALE AND TRANSFER
75 Ortona Avenue
FIRST READING

2020-20-15

It was duly moved and seconded
THAT Bylaw 2020-28 be given second reading.

SECOND READING

Carried Unanimously

2020-20-16

It was duly moved and seconded
THAT Bylaw 2020-29, a bylaw to authorize the sale and transfer of lands to allow for the enlargement of three industrial lots on Mount Sima Road, be given first reading.

BYLAW 2020-29

LAND SALE AND TRANSFER
Mount Sima Road Lots

FIRST READING

Carried Unanimously

2020-20-17

It was duly moved and seconded
THAT Bylaw 2020-29 be given second reading.

SECOND READING

Carried Unanimously

2020-20-18

It was duly moved and seconded
THAT Bylaw 2020-32, a bylaw to amend the Fees and Charges Bylaw in accordance with a quarterly review, be given first reading.

BYLAW 2020-32

FEES AND CHARGES
BYLAW AMENDMENT
3rd Quarter Review

FIRST READING

Carried Unanimously

2020-20-19

It was duly moved and seconded
THAT Bylaw 2020-32 be given second reading.

SECOND READING

Carried Unanimously

There being no further business, the meeting adjourned at 6:20 p.m.

ADJOURNMENT





Minutes of the meeting of the City Planning Committee

Date	October 5, 2020	2020-21
Location	Council Chambers, City Hall	
Committee Members Present	Councillor Jan Stick – Chair Councillor Samson Hartland – Vice Chair Mayor Dan Curtis Councillor Dan Boyd – Electronic Participation Councillor Laura Cabott Councillor Jocelyn Curteanu Councillor Stephen Roddick	
Staff Present	Linda Rapp, City Manager Jeff O’Farrell, Director of Community and Recreation Services Valerie Braga, Director of Corporate Services Mike Gau, Director of Development Services Richard Graham, Acting Director of Infrastructure and Operations Catherine Constable, Manager of Legislative Services Erica Beasley, Planner 2	

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

1. Local Food and Urban Agriculture Study – For Information Only

In 2016, the City initiated work to develop a Local Food and Urban Agriculture Study with a focus on identifying actions that the City can lead, or support other organizations to implement, for a more food-secure future for Whitehorse. The study is now complete and available on the City website.

Work on the study was carried out primarily by City staff with contributions from consultants. The project team connected with other governments, industry representatives, associations, businesses, gardening groups, and residents active and/or interested in food and agriculture topics. The project team also reviewed policies, regulations, and initiatives that have worked well in other municipalities and have potential for success if implemented in Whitehorse.

The draft study was released for public comment in August and the study was updated to reflect the input received. The study will be used to inform the Official Community Plan review process.

Policies and objectives for the plan are being drafted to reflect the findings of the study. Future implementation work is anticipated to include review and updates of the City's Zoning Bylaw, Animal Control Bylaw, and Business License Bylaw.

If members of the public are interested in taking on project ideas identified in the study, some funding is available through the City's Environmental Grant program.

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Minutes of the meeting of the City Operations Committee

Date	October 5, 2020	2020-21
Location	Council Chambers, City Hall	
Committee Members Present	Councillor Samson Hartland – Chair Councillor Laura Cabott – Vice Chair Mayor Dan Curtis Councillor Dan Boyd – Electronic Participation Councillor Jocelyn Curteanu Councillor Stephen Roddick Councillor Jan Stick	
Staff Present	Linda Rapp, City Manager Jeff O'Farrell, Director of Community and Recreation Services Valerie Braga, Director of Corporate Services Mike Gau, Director of Development Services Richard Graham, Acting Director of Infrastructure and Operations Catherine Constable, Manager of Legislative Services Myles Dolphin, Manager of Strategic Communications	

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

1. Contract Award – Mobile Steamer Truck

The 2020 capital budget includes funds for a mobile steamer truck in accordance with the City's Vehicle and Equipment Replacement Administrative Directive.

Two submissions were received in response to the tender issued, but one submission was found to be non-compliant and was therefore rejected. The compliant bidder is familiar with the scope of the work and has the knowledge and experience to complete the work successfully. The pricing submitted is reasonable, and sufficient funds are available in the budget, provided by Gas Tax.

The recommendation of the City Operations Committee is

THAT administration be authorized to award the contract for the supply and delivery of one mobile steamer truck to Inland Kenworth Ltd. for a net cost to the City of \$488,573 plus GST.

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Minutes of the meeting of the Community Services Committee

Date	October 5, 2020	2020-21
Location	Council Chambers, City Hall	
Committee Members Present	Councillor Jocelyn Curteanu – Chair Mayor Dan Curtis Councillor Dan Boyd – Electronic Participation Councillor Laura Cabott Councillor Samson Hartland Councillor Stephen Roddick Councillor Jan Stick	
Staff Present	Linda Rapp, City Manager Jeff O’Farrell, Director of Community and Recreation Services Valerie Braga, Director of Corporate Services Mike Gau, Director of Development Services Richard Graham, Acting Director of Infrastructure and Operations Catherine Constable, Manager of Legislative Services	

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

1. New Trail Plan and the Snowmobile Bylaw – For Information Only

A delegate submission from Keith Lay on behalf of Active Trails Whitehorse Association was read into the record. The submission asked council to amend the Snowmobile Bylaw to align with the All-Terrain Vehicle Bylaw and prohibit snowmobile operators from using non-motorized trails, greenbelts, and open spaces. Mr. Lay’s submission stated that many trail users are under the mistaken belief that *all* non-motorized trails are free from motorized use in winter, creating confusion and leading to user conflict. Amending the Snowmobile Bylaw as suggested would end the confusion and make the two bylaws consistent, thereby providing clarity for all trail users.

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Minutes of the meeting of the Public Health and Safety Committee

Date	October 5, 2020	2020-21
Location	Council Chambers, City Hall	
Committee Members Present	Councillor Stephen Roddick – Chair Councillor Jan Stick – Vice Chair Mayor Dan Curtis Councillor Dan Boyd – Electronic Participation Councillor Laura Cabott Councillor Jocelyn Curteanu Councillor Samson Hartland	
Staff Present	Linda Rapp, City Manager Jeff O’Farrell, Director of Community and Recreation Services Valerie Braga, Director of Corporate Services Mike Gau, Director of Development Services Richard Graham, Acting Director of Infrastructure and Operations Catherine Constable, Manager of Legislative Services	

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



Minutes of the meeting of the Development Services Committee

Date	October 5, 2020	2020-21
Location	Council Chambers, City Hall	
Committee Members Present	Councillor Jocelyn Curteanu – Chair Mayor Dan Curtis Councillor Dan Boyd – Electronic Participation Councillor Laura Cabott Councillor Samson Hartland Councillor Stephen Roddick Councillor Jan Stick	
Staff Present	Linda Rapp, City Manager Jeff O’Farrell, Director of Community and Recreation Services Valerie Braga, Director of Corporate Services Mike Gau, Director of Development Services Richard Graham, Acting Director of Infrastructure and Operations Catherine Constable, Manager of Legislative Services	

Your Worship, there is no report from the Development Services Committee.



Minutes of the meeting of the Corporate Services Committee

Date	October 5, 2020	2020-21
Location	Council Chambers, City Hall	
Committee Members Present	Councillor Laura Cabott – Chair Councillor Stephen Roddick – Vice-Chair Mayor Dan Curtis Councillor Dan Boyd – Electronic Participation Councillor Jocelyn Curteanu Councillor Samson Hartland Councillor Jan Stick	
Staff Present	Linda Rapp, City Manager Jeff O’Farrell, Director of Community and Recreation Services Valerie Braga, Director of Corporate Services Mike Gau, Director of Development Services Richard Graham, Acting Director of Infrastructure and Operations Michael Reyes, Manager of Business and Technology Systems Catherine Constable, Manager of Legislative Services Keri Rutherford, Program Lead Hand	

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

1. Budget Amendment – Protective Floor Covering Replacement

The Canada Games Centre utilizes a covering to protect the hardwood floor of the Flexi-hall during activities such as events and ceremonies. Earlier this year the City loaned the covering to the Yukon government for use in a temporary Respiratory Assessment Centre. However, the covering had to be modified to fit the space and now is no longer usable for the flexi-hall. The Yukon government has agreed to fund the replacement of the protective floor covering.

The recommendation of the Corporate Services Committee is

THAT the 2020 to 2023 capital expenditure plan be amended to create a new capital project for Replacement Protective Floor Covering in the amount of \$29,998, funded by the Government of Yukon.

2. Contract Award – Enterprise Data Storage System

Two submissions were received in response to a tender issued for the supply and delivery of hardware, software, warranty and support for new enterprise data storage units necessary to complete the cyclical replacement and upgrade of the City's enterprise data storage system.

One submission was found to be non-compliant and was rejected. The review committee agreed that the compliant bidder is familiar with the scope of work and has the knowledge and experience to complete the work successfully. The prices submitted are reasonable and within budget.

The recommendation of the Corporate Services Committee is

THAT administration be authorized to award the contract for the Enterprise Data Storage System project to Insight Canada Inc. for a net cost to the City of \$214,803.69 plus GST.

3. Corporate Greenhouse Gas Emissions Report – For Information Only

A Committee member noted that the corporate Greenhouse Gas Emissions report is now available on the City's website, and asked what mechanisms are in place to report regularly and transparently. Administration advised that tracking is done through the budget process, variance reports, quarterly reports and strategic priorities. Analysis is typically done on a project basis. It was noted that identified targets were not met, and that data analysis is under way to explain some of the results.

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ADMINISTRATIVE REPORT

TO: Mayor and Council
FROM: Administration
DATE: October 13, 2020
RE: Decline 2021 Salary Adjustment for Council Members

ISSUE

On September 28, 2020 Councillor Hartland gave notice that he would bring forward at the next regular meeting of council a motion to decline the payment of an increase to the base salary for all members of council that is scheduled to be implemented on January 1, 2021.

In accordance with the Procedures Bylaw, the motion is now being brought forward for Council's consideration.

REFERENCE

Council Procedures Bylaw

HISTORY

The Council Remuneration Bylaw prescribes the types, rates and conditions of payments for all members of council. The bylaw provides for annual salary adjustments. In accordance with the current bylaw, a salary adjustment is scheduled to be implemented on January 1, 2021.

ALTERNATIVES

1. Vote on the motion as presented
2. Amend the motion and then vote on it as amended
3. Postpone the motion to a future meeting with a specified date

MOTION TO BE CONSIDERED

(Mover and seconder required)

WHEREAS the current Council Remuneration Bylaw provides for an adjustment of the base annual salary for all members of council on January 1, 2021 by the average annual Consumer Price Index for Whitehorse (CPI) for 2019, unless that CPI is a negative amount in which case the rate of adjustment will be zero; and

WHEREAS in this difficult and uncertain time council has an opportunity to lead by example;

BE IT RESOLVED THAT an adjustment to the base annual salary for all members of council scheduled for January 1, 2021 be declined by council.

ADMINISTRATIVE REPORT

TO: Mayor and Council
FROM: Administration
DATE: October 13, 2020
RE: Amend the Management and Confidential Exclusion Employment Bylaw

ISSUE

An amendment to the Management and Confidential Exclusion Employment Bylaw is required to accurately reflect the vacation accruals for the management group.

REFERENCE

Bylaw 2020-30 Management and Confidential Exclusion Bylaw
Bylaw 2020-33 (proposed)

HISTORY

The Management and Confidential Exclusion Employment Bylaw 2020-30 was approved at the September 28, 2020 Council meeting. Subsequently, it was discovered that the bylaw contains errors in the vacation leave accrual tables for the management group.

ALTERNATIVES

1. Bring forward the amending bylaw as proposed
2. Refer the bylaw back to administration

ANALYSIS

The bylaw passed on September 28th includes tables for the monthly accrual of vacation leave for the management group. With the passing of the bylaw, there was also an increase in working hours for the management group from 7 hours to 7.5 hours.

The tables that set out the monthly accruals for vacation leave were based on a 7-hour work day and were not updated to the 7.5-hour work day. Correcting the tables does not increase the weeks of vacation to which the management group is entitled. It simply corrects the accrual amounts to accurately reflect the change of hours that the management group is working each day.

Proposed Bylaw 2020-33 contains corrected tables with the new monthly accruals.

RECOMMENDATION (Mover and seconder required)

THAT Bylaw 2020-33, a bylaw to amend the Management and Confidential Exclusion Employment Bylaw, be brought forward for consideration under the bylaw process.

ADMINISTRATIVE REPORT

TO: Mayor and Council
FROM: Administration
DATE: October 13, 2020
RE: Contract Award – City-Wide Transportation Study Consulting Services

ISSUE

Contract award for consulting services for the Whitehorse City-Wide Transportation Study

REFERENCE

RFP 2020-066 Consulting Services for the Whitehorse City-Wide Transportation Study Consulting Services Selection Procedures Policy
2020 Capital Expenditure Plan, Job# 240c01216

HISTORY

The City completed a major review of its traffic network with the completion of a 1992 City-Wide Traffic Study and the subsequent 2004 City-Wide Transportation Study. It is now time to embark on the next city-wide study to establish a long term vision and transportation master plan.

The City-Wide Transportation Study is meant to provide high-level direction and objectives for transportation over the long term (20 years), as well as provide key direction to specific transportation issues over the short to medium term (5-10 years).

The document will aim to provide a framework to work towards an optimized transportation network, address existing complex transportation safety issues, quantify the expected level of service from the public, and set our City's vision and priorities, with input from the community, in shaping a multi-modal transportation network.

A number of studies that have been completed in recent years will help inform the City-Wide Transportation Study, including but not limited to:

- Transportation Demand Management Plan
- Transit Master Plan
- School Mobility Review Report
- Second Avenue Corridor Study
- Hamilton Boulevard Transportation Study
- Bicycle Network Plan

A request for proposals (RFP) for Consulting Services for the Whitehorse City-Wide Transportation Study was released on August 14 and closed on September 14, 2020. The RFP was advertised on the City's website and in local newspapers, and documents were available via the City's e-procurement platform www.whitehorse.bonfirehub.ca.

The City received five compliant proposals:

- Associated Engineering (BC) Ltd.
- Morrison Hershfield Ltd.
- Stantec Ltd.
- Tetra Tech Canada Ltd.
- Urban Systems Ltd.

The proposals were reviewed by an internal evaluation team comprised of personnel from Senior Management, Engineering Services, Planning and Sustainability, and Financial Services. The evaluation team followed the Consulting Services Selection Procedures Policy.

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 criteria established in the Council Policy on Consulting Services Selection Procedures, as follows:

Project Team	Methodology and Approach
Past Relevant Experience and Performance	Project Schedule
Adjusted Fees	Local Preference

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

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.

The highest scoring proposal was submitted by Morrison Hershfield Ltd. with a fee (inclusive of travel, disbursements, not including GST) of \$344,550.00

Sufficient funds are available in the budget, funded entirely from Gas Tax.

RECOMMENDATION (A mover and seconder are required)

THAT administration be authorized to award the contract for consulting services for the City-Wide Transportation Study project to Morrison Hershfield Ltd. for a net cost to the City of \$344,550.00 plus GST.

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 the current Council Remuneration Bylaw requires that the types, rates and conditions of payments for the mayor and councillors for the next term of council be established by the current council; and

WHEREAS it is deemed desirable that the compensation provided to council members should be sufficient to encourage competent and community-minded persons to seek the roles, and be 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.

Funding for Reimbursement of Expenses

11. 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
12. 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.
13. 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.
14. 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 and no specific council member is delegated to attend on council's behalf, no expenses shall be funded.

Mayor and Council Remuneration Bylaw 2020-27

Expenses

15. 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.
16. For an expense to be funded it must be incurred to assist members of council in performing their duties as council members.
17. 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.
18. 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.
19. 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.
20. Funding or reimbursement of travel expenses for all members of council will be provided in accordance with the Travel Expenses Administrative Directive.

Daily Stipend for Councillors

21. 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.

Mayor and Council Remuneration Bylaw 2020-27

22. 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 |
23. 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.
24. 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.
25. 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.

Remuneration for the Next Term of Council

26. 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.

Mayor and Council Remuneration Bylaw 2020-27

Bylaw Repeal

27. Bylaw 2018-11, including all amendments thereto, shall be repealed on the date this bylaw comes into force.

Coming into Force

28. This bylaw shall come into full force and effect on and from the 1st day of November 2021.
29. 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: September 28, 2020
AMENDED by Resolution:
THIRD READING and ADOPTION:

Mayor

Assistant City Clerk

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: September 28, 2020

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")

WHEREAS:

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.

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)

OWNER:
Lot 101, Takhini North Subdivision
City of Whitehorse, Yukon, Plan 29819 LTO

Jennifer Dagg

Witness

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:

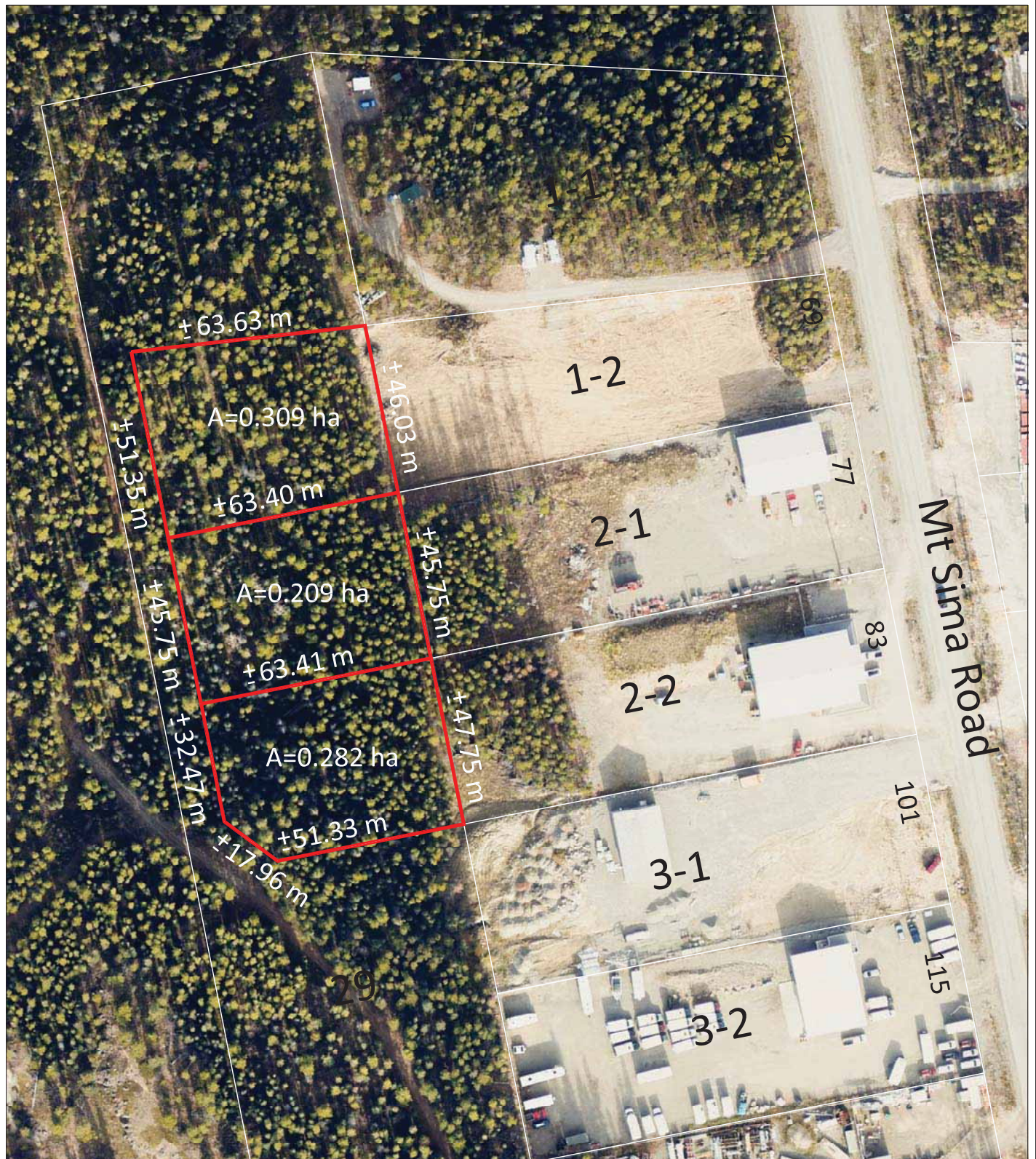
1. The City of Whitehorse is hereby authorized to sell and transfer three portions of Lot 29, Plan 2002-0061 LTO, comprising a total area of approximately 0.881 hectares in the Mount Sima Industrial Subdivision, as shown on the sketch attached hereto as Appendix "A" and forming part of this bylaw.
2. 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.
4. This bylaw shall come into full force and effect on the final passing thereof.

FIRST and SECOND READING: September 28, 2020

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

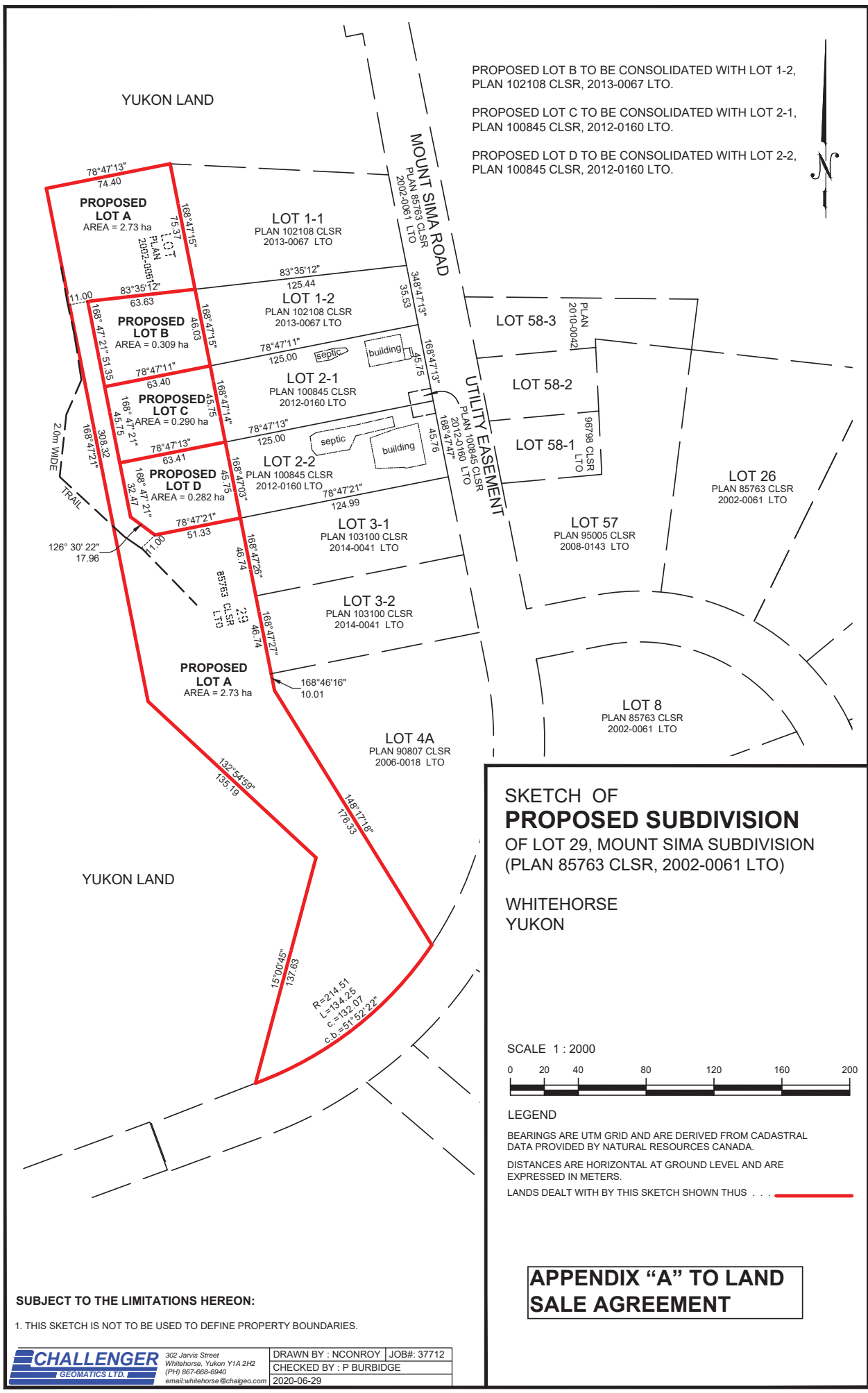
OWNER:
Lot 1-2, Mount Sima Subdivision
City of Whitehorse, Yukon, Plan 2013-0067 LTO

41299 YUKON INC.
Per:

c/s

Brian MacDougall, Authorized Signatory

Witness (if no corporate seal)



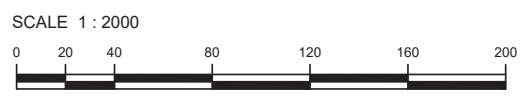
PROPOSED LOT B TO BE CONSOLIDATED WITH LOT 1-2,
PLAN 102108 CLSR, 2013-0067 LTO.

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,
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

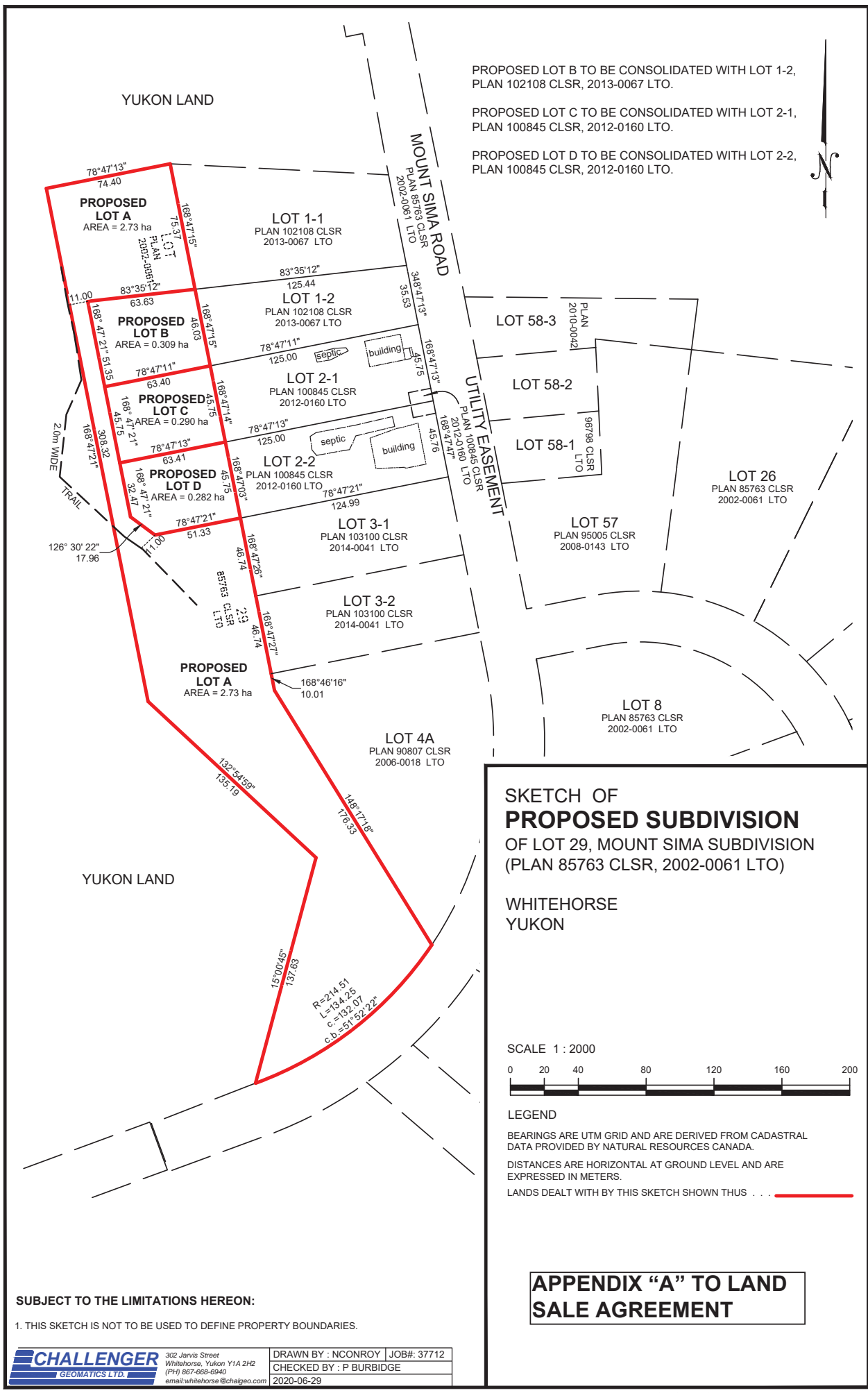
19.1 Wherever the singular or the masculine is used in this Agreement, the same shall be construed as meaning the plural or the feminine or the body corporate or politic where the context or the parties so require.

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.



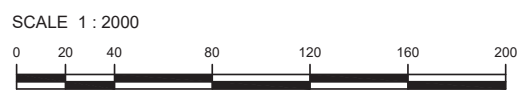
PROPOSED LOT B TO BE CONSOLIDATED WITH LOT 1-2,
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OF LOT 29, MOUNT SIMA SUBDIVISION
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WHITEHORSE
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LEGEND

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**APPENDIX "A" TO LAND
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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	

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.

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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.

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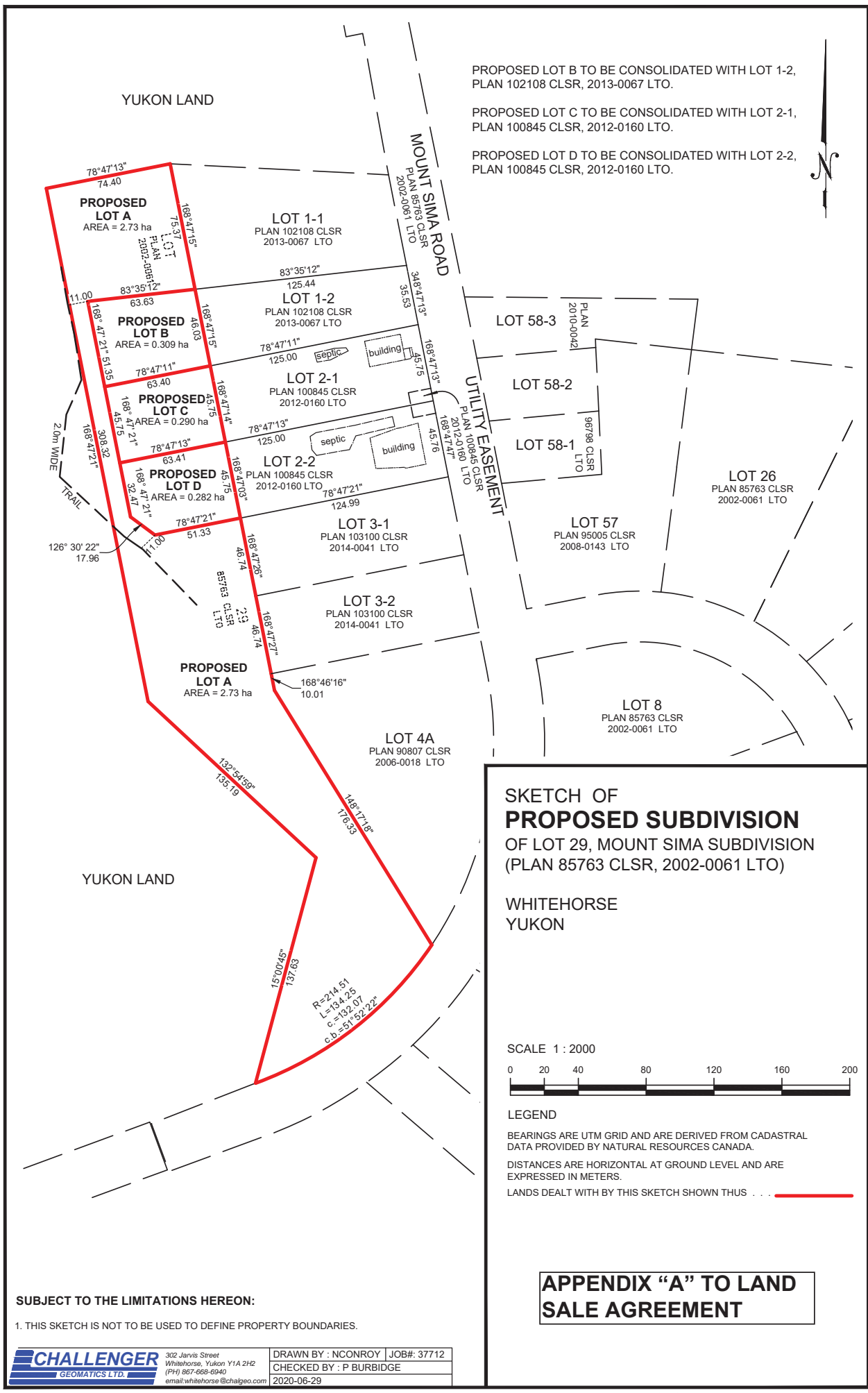
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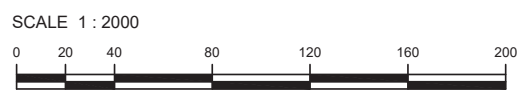
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	302 Jarvis Street Whitehorse, Yukon Y1A 2H2 (PH) 867-668-6940 email:whitehorse@chalgeo.com	DRAWN BY : NCONROY	JOB# : 37712
		CHECKED BY : P BURBIDGE	
		2020-06-29	

CITY OF WHITEHORSE
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: September 28, 2020

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.

	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	110.00	23-Feb-09	110.00	23-Feb-09		per day
Burning	22.00	23-Feb-09	22.00	23-Feb-09		each
Burning	110.00	23-Feb-09	110.00	23-Feb-09		per season
Confined Space	actual + 500.00	27-Jan-03	actual + 500.00	27-Jan-03		each event
Explosives	100.00	28-Jan-02	100.00	28-Jan-02	105.00	each
High Hazard Fireworks Display	250.00	1-Jan-12	250.00 + 150.00 + 100/hr after the first 2 hours	1-Jan-12		each
Occupancy Load	actual + 100	1-Jul-18	actual + 100	1-Apr-20	+ GST	each event
Safety Plan	50.00	1-Jan-12	50.00	1-Jan-12	+ GST	each
Safety Plan						
False Alarm Response	250.00	1-Jan-12	500.00	1-Oct-20		each
Admin	5 per page+ 100 admin+Postage	1-Apr-20	5 per page+ 100 admin+Postage	1-Apr-20	+ GST	Per Request
Response	actual + 250	1-Jul-18	actual + 250	1-Jul-18		unit/hour+
Investigation	actual + 100	1-Jul-18	actual + 100	1-Jul-18		each
Inspection	200.00	1-Jan-12	200.00	1-Jan-12		each
Inspection	50.00	1-Jul-18	50.00	1-Jul-18		each
Inspection	100.00	1-Jan-12	100.00	1-Jan-12		yearly
Inspection	100.00	1-Jan-12	100.00	1-Jan-12		each
Stand-By	actual + \$500	1-Jul-18	actual + \$500	1-Jul-18		each
Technical Rescue	Actual Cost	1-Jul-13	Actual Cost	1-Jul-13		each

FEE DESCRIPTION

Burning open burning for land clearing purposes
 Burning Burning-open burning for other than land clearing purposes
 Burning Burning-open burning for other than land clearing purposes-seasonal permit
 Confined Space standard 3rd (third) party billing rates for staff & equipment plus \$500.00 for materials used
 Explosives Explosives Storage for construction purposes
 High Hazard Fireworks Fireworks Permit
 Display for non-City organized events fee + fire protection if needed
 Occupancy Load determine the occupancy load for any space
 Safety Plan Fee includes cost recovery for applicable wages and benefits
 Safety Plan Review of an updated fire safety plan
 False Alarm Response ~~Third response and Subsequent ones within a Calendar year~~ Repeated False alarms due to vandalism, defective alarm systems or equipment, or negligence of building owner or contractor
 Admin 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.
 Response Per Unit responding plus actual cost of incident mitigation, disposal and lost or damage to equipment
 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.
 Inspection Compliance Re-inspection Fee
 Inspection Inspection Required for Licensing and Permitting Daycares or Child Care centers
 Inspection Licensing Inspection inspecting a premise for purpose of obtaining a liquor license
 Inspection Special Event Inspection if no occupancy load calculation is required
 Stand-By Confined Space On Site Stand-By. Fee includes cost recovery for applicable wages, benefits and lost or damaged equipment
 Technical Rescue Technical Rescue response beyond City of Whitehorse department equipment Cost recovery for wages, benefits and any loss or damage to fire department equipment

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		
False Alarm Response	1st Response within 12 months	No charge	1-Apr-20	No charge	1-Oct-20		each
False Alarm Response	2nd Response within 12 months	200.00	1-Apr-20	200.00	1-Oct-20		each

CITY OF WHITEHORSE
BYLAW 2020-33

A bylaw to amend the Management and Confidential Exclusion employment bylaw.

WHEREAS the council of the City of Whitehorse adopted a bylaw that sets out the terms and conditions of employment for management and confidential exclusion employees; and

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

WHEREAS an error with respect to vacation leave accruals for the management group needs to be corrected;

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

1. Management and Confidential Exclusion Bylaw 2020-30 is hereby amended by deleting existing sections 45 and 46 and substituting therefore new sections 45 and 46 as follows:

“45. Employees with a continuous service date before October 1, 2016 and who receive pay for at least ten days in a calendar month are entitled to vacation leave in accordance with the following schedule:

For Employees with a Continuous Service Date Before October 1, 2016	
Years of Service	Monthly Accrual
1 year and less than 2 years	12.50 hours
2 years and less than 5 years	15.62 hours
5 years and less than 10 years	18.75 hours
10 years and less than 20 years	21.87 hours
20 years and over	25.00 hours

“46. Employees hired on October 1, 2016 or later and who receive pay for at least ten days in a calendar month are entitled to vacation leave in accordance with the following schedule:

For Employees with a Continuous Service Date of October 1, 2016 or later	
Years of Service	Monthly Accrual
1 year and less than 3 years	12.50 hours
3 years and less than 10 years	15.62 hours
10 years and less than 20 years	18.75 hours
20 years and over	21.87 hours

Bylaw 2020-33 – Amending Employment Bylaw 2020-30

2. This bylaw shall be deemed to have been in full force and effect on and from the 28th day of September, 2020.

FIRST and SECOND READING:

THIRD READING and ADOPTION:

Mayor

Assistant City Clerk