



# City of Kenora

## Committee of the Whole Agenda

Tuesday, June 7, 2022

9:00 a.m.

City Hall Council Chambers

Live Stream Access: <https://kenora.civicweb.net/Portal/>

### A. Public Information Notices

As required under Notice By-law #144 -2007, the public is advised of Council's intention to adopt the following at its June 21, 2022 meeting:-

- Authorize budget amendments as a result of recent funding announcements that were not previously built into the 2022 capital plan:
  - \$500,000 to be funded through the Northern Ontario Heritage Fund Corporation (NOHFC) for the City of Kenora Parks repairs and improvement project;
  - \$450,000 to be funded through the NOHFC for the Norman Park Playground interpretive area upgrade and improvement project;
  - \$500,000 to be funded through the NOHFC for the City of Kenora Baseball diamond enhancement project;
  - \$500,000 to be funded through the NOHFC for the City of Kenora – Keewatin Memorial Arena repair and upgrade project;
  - \$480,000 to be funded through the NOHFC for the City of Kenora dock upgrade project;
  - \$400,000 to be funded through the NOHFC for the Museum retrofit project;
  - \$3,666,499.56 to be funded through Invest in Canada Infrastructure Program (ICIP) through its Community, Culture and Recreation Stream program for the Kenora Recreation Centre rehabilitation project
- Acquire thirty-eight properties for municipal purposes from the Province of Ontario described in FCP 20200-041 – List of Forfeited Corporate Properties and Property Descriptions in the amount of \$3,276.00+HST

### Blessing & Land Acknowledgement

Councillor Chaze

### B. Declaration of Pecuniary Interest & the General Nature Thereof

- 1) On Today's Agenda
- 2) From a Meeting at which a Member was not in Attendance.

### C. Confirmation of Previous Committee Minutes

- Regular Committee of the Whole Meeting held May 10, 2022

## **D. Deputations/Presentations**

- Dr. Joel Kroeker, Divestment of City Interest in Keewatin Medical Clinic
  - Susan Cone, North of the bypass property owners

## **E. Reports:**

### **1. Corporate Services & Finance**

Item Subject

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- 1.1. Q1 Investment Report
- 1.2. April 2022 Financial Reports

### **2. Fire & Emergency Services**

Item Subject

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No Reports

### **3. Engineering & Infrastructure**

Item Subject

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- 3.1 2022 Flooding Status Update

### **4. Community Services**

Item Subject

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- 4.1 Budget Amendment – 2022 Successful Funding Projects
- 4.2 Hings Lease Renewal

### **5. Development Services**

Item Subject

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- 5.1 Acquisition of Land – Western Ontario Lumber Limited
- 5.2 Amendment to the Municipal Capital Facilities By-law
- 5.3 Building Officials Appointment By-law

#### **Other:**

#### **Public Zoning Bylaw Public Meeting – 12:00 noon**

- D14-22-04 - 1404 River Drive
- D14-22-05 - 216 Matheson Street South

#### **Next Meeting**

- Tuesday, July 12, 2022

### **Adjourn to Closed Meeting:**

That pursuant to Section 239 of the Municipal Act, 2001, as amended, authorization is hereby given for Committee to move into a Closed Session to discuss items pertaining to the following: -

- i) Educating & Training Members of Council (1 matter-CAO update)

**Adjournment.**



May 30, 2022

## City Council Committee Report

**TO: Kyle Attanasio, CAO**

**FR: Charlotte Edie, Director of Finance**

**RE: Q1 Investment Report including Kenora Citizens' Prosperity Trust Fund**

### **Recommendation:**

That Council of the City of Kenora hereby accepts the 2022 first quarter investment report that includes details of the Kenora Citizens' Prosperity Trust Fund and General City of Kenora investments.

### **Background Information:**

Kenora Citizen's Prosperity Trust Fund (KCPTF):

In 2008, City Council approved the establishment of the Kenora Citizens' Prosperity Trust Fund. The proceeds of disposition from the sale of the KMTS entities of \$40,896,446 were transferred to this Fund.

In 2020 Council, on administration's recommendation moved the City's investments to the Prudent Investor regime. The regime removes restrictions on municipal investments and creates a new governance model. Municipalities delegate their investing powers to a Joint Investment Board.

All investments experienced negative market impacts in the first quarter of 2022. The market deteriorated in the quarter due to 2 key developments: 1) the Bank of Canada started raising interest rates (and they're not done). This negatively impacted the markets as higher rates reduce economic growth and lower earnings; 2) the Russian invasion of Ukraine created significant uncertainty in the Global markets. This is where the losses are most significant. The Canadian equity investments did show a positive return. Bond funds showed a decline as rising interest rates tend to decrease bond fund values.

### **Kenora Citizen's Prosperity Trust Fund**

Attachment #1: KCPTF portfolio with the ONE Public Sector Group of Funds.

The market value of this investment took a down turn in 2022 in the amount of \$1,545,922. This is an unrealized loss and is not a permanent erosion. The year to date actual return on these ONE fund investments until March 31 is -4.1%. The return since inception is 4.0%. Income for the quarter is \$6,402.61. Most income distributions happen in the 4<sup>th</sup> quarter.

Attachment #2: RBC Dexia

The market value in the 1<sup>st</sup> quarter decreased by \$83,885. The City still has \$4,664,044 in investments with RBC Dexia. The year to date return is -1.53%. The rate of return since inception is 2.38%. These returns take the market impact into account. These investments will be gradually liquidated when funds are required for debt financing purposes.

## **General Fund Investments**

Attachment #3: General portfolio with the ONE Public Sector Group of Funds – Contingency Outcome and 3 to 5 Year Outcome

The City of Kenora maintains investment portfolios separate from the Kenora Citizen's Prosperity Trust Fund. The market value of this investment took a down turn in 2022 in the amount of \$959,804.48. This is an unrealized loss and is not a permanent erosion. The year to date actual return on these ONE fund investments until March 31 is -5.1% and -3.4%. The return since inception is 8.2% and 1.2%. Income for the quarter is \$1,157.87 as most income distributions happen in the 4<sup>th</sup> quarter.

The investment report from the ONE Public Sector Group of Funds has been provided as an attachment to this report. Please note that there are 2 separate funds in this portfolio.

The City also has a high interest savings account with the ONE Funds. The balance at the end of March 2022 is \$7,199,584.

**Budget:** There is no expected budget impact as a result of this report.

**Risk analysis:** The risk associated with this report is moderate. The risk impact is that the Funds do not earn the required 3% on investments. The shortfall of investment income is within the moderate range.

**Communication Plan/Notice By-law Requirements:** For information only

**Strategic Plan or other Guiding Document:** Report is required per policy AF 4-2.



May 30, 2022

## City Council Committee Report

**To: Kyle Attanasio, CAO**

**Fr: Charlotte Edie, Director of Finance**

**Re: April 2022 Financial Statements**

### **Recommendation:**

That Council hereby accepts the monthly Financial Statements of the Corporation of the City of Kenora at April 30, 2022.

### **Background:**

Attached for your information, please find the April 2022 summary expense and user fee statements for the City of Kenora and the Council department. At the end of April, if expenditures were uniform, 33.33% of the budget should be used with 66.67% of the budget remaining.

### **Overall: General Operations**

- Expenses at the end of April 2022 were under budget to budget with 71.73% remaining to be spent.
- User fee revenues to the end of April 2022 are under budget with 79.84% left to collect.

Significant differences in the general operations are as follows:

- Human resources – ‘vacancy recovery’ is built into the budget which reduces the total budgeted expenditures, causing variances to be larger.
- Roads departments expenses all below budget pending maintenance season. Flooding expenses begin in May.
- Winter Control Maintenance – balance is considerably higher than 2021 due to several significant winter events. Shortfalls will come out of the winter maintenance reserve.
- General vehicles and equipment – the insurance allocation was posted in January this year, fuel costs are higher than usual due to the winter control activity.
- Harbourfront – one payment made to flower contractor in April 2022.
- Pool – Routine repairs were done including a new pump.
- Recreation departments – March and April revenue has yet to be recorded.
- Tourism facilities – maintenance at Discovery Centre on HVAC; security work at Pavilion

### **Overall: Sewer and water**

- Expenses at the end of April 2022 were under budget with 75.05% remaining to be spent.
- User fee revenues to the end of April 2022 are around the budget target with 67.83% left to collect. Revenue accruals have not been set up or reversed.

**Overall: Solid Waste**

- Expenses at the end of April 2022 were under budget with 72.38% remaining to be spent.
- User fee revenues to the end of April 2022 are under budget with 76.01% to be collected.

Please let me know if you have any questions, or would like to see any of the department statements in further detail.

**Strategic Plan or other Guiding Document:**

Our Mission: To be an accountable, collaborative, and informed team that takes pride in delivering value-added municipal services.

Corporate value: We administer municipal finances in a prudent, accountable, and transparent manner that is mindful of the financial implications of our daily decisions.

**ERM Assessment:** Monitoring financial statements on a monthly basis mitigates some of the uncertainty related to projected costs vs actual expenditures.



June 2, 2022

## City Council Committee Report

**To: Kyle Attanasio, CAO**

**Fr: Marco Vogrig P.Eng., Acting Director of Engineering and  
Infrastructure Services**

**Re: 2022 Flooding Status Update**

### **Information Report Only**

This report is being issued to provide a status update of the flooding the City has experienced over the last several weeks and the associated infrastructure works that have been completed to date related to the flooding.

The north east quadrant of the City in and around Black Sturgeon Lake was the first area of the City that was impacted by rising lake levels due to the abnormal spring freshet melt that resulted from higher than normal snow accumulations over the past winter supplemented by higher than normal spring precipitation. The Black Sturgeon Lakes drainage basin comprises of a large area that is also located outside of the City boundary and has a narrow restricted outlet into the Winnipeg River which has attributed to the flooding conditions being experienced to date for specific sector of the City. Water levels particular to this area have been steadily declining for approximately the past week and a half even with the frequent precipitation over this period and is hoped to continue with receding water levels.

In contrary to the receding waters of the Black Sturgeon Lakes, in the last several weeks Lake of the Woods and Winnipeg River have substantially risen which has now caused localized flooding along Lake of the Woods shoreline, Laurenson Creek and Winnipeg River. The upcoming forecast by the Lake of the Woods Control Board is not favourable for the coming weeks and it is still anticipated these water bodies to keep rising which may reach or surpass the 1950 highest recorded flood levels. In addition to the concern over rising water body elevations, these elevations are now backing up into storm sewer systems in the urban area.

At the time of writing this report, the following commentary is provided related to the remedial action and repairs that have been performed related to the flood conditions and damage caused by the spring melt and precipitation events. Also provided as attached to this report is a map indicating specific locations in the City that identify various issues, concerns and remedial work locations as of the date of this report. The map provides an overall status of the known areas being affected with high water levels and or damage to roads due to excessive moisture and or exposure to frequent and high precipitation over the course of this spring.

### Remedial Scopes of Work to Date:

On May 10 the City was notified a breach of School Road was created by a rush of water from the Millership Swamp. On that date City crews were dispatched to fill in the breach and added a third culvert to accept the oncoming runoff at this location. The repair to the road was completed on May 10 and has remained intact to this point in time.

From May 12 to May 24 a contractor was secured to raise grade of a flooded section of East Melick Road just north of the Essex Road intersection to commence to provide access out of the flood affected area working in a south to north progression on East Melick Road. The lowest point of this section of road was raised approximately 0.75 m (30") and the length of raise is in the range of 200 m (650'). This addressed the first flooded road area coming off the Highway 17A Bypass on the East Melick Road. This work lessened the evacuation area for those residents on East Melick Road from Essex Road to Bell's Point Road.

On May 16 and 17 contracted forces were used to raise the Anderson Road just west of Carlton Road and the Carlton Road at the north end of Alcock Lake as water was rising and nearing the edge of these roads. This work was conducted to preempt water over the road at these locations. Carlton has been raised approximately 0.5 m (20") over an estimated length of 80 m (260') with the Anderson Road location being raised approximately 0.75 m (30") over an estimated length of 120 m (395').

The week of May 24 a contractor was brought on to raise grade of a flooded section of East Melick Road located approximately 500 m north of Bell's Point Road. This work raised the lowest point of flooded road by approximately 0.50 (20") over a length of approximately 300 m (985'). This work provided a further reduction of the evacuation zone for those along East Melick Road and Coker Road to the Kelly Road.

On May 30 City crews were sent to address a low lying section of the Coker Road adjacent to the west side of the Coker Bailey Bridge. In addition, commencing on May 30, City graders were dispatched north of the Highway 17A Bypass to commence grading of gravel roads that are not closed in addition to commence pot hole patching on East Melick Road.

The week of May 30 a contractor was secured to make repairs to the School Road where there were several soft areas of clay that had punched through the road surface creating large depressions and rutting in the road. In addition this contractor will be addressing a road washout and exposed log corduroy on the Essex Road north of School Road and this work expected to commence on or around June 3.

On June 2 a failed culvert was replaced on Beryl Winder Drive by contracted services.

The Beggs Road between Gauthier Road and Deacon Lake Road is closed due to a failed culvert and is expected to be replaced by a contractor on June 3.

It is anticipated the week of June 6, as water further recedes in the Black Sturgeon area, that assessments will be conducted on Essex Road at Hooterville Trail and Coker Road at the Kelly Road to determine any required remediation works before opening these two sections of road.

Also attached to this report are various photos that depict some of the flooding and road repairs located north of the Highway 17A Bypass. It should be noted that the aerial photos provided by the MNR where taken on May 26, 2022 and there had been several days of receding water conditions prior to these photos being taken. It is estimated that the peak of the flooding in the Black Sturgeon Lake area the water elevation could have been 12 to 15 inches higher than shown in the photos.

Currently in the urban area of the City, Sedesky Road is closed as at the time of this report it submerged by 0.25 m (10") of water which exceeds the current water depth criteria to close roads being 0.15 m (6"). This criteria has been adopted for public safety

and to limit damage to the road from traffic while the road is in a compromised submerged condition.

The sidewalk located under the Hospital Bridge has been closed for approximately one week due to the lake levels on Lake of the Woods and it has now submerged this sidewalk.

Notable areas of concern being watched in the southern sector of the City are 2<sup>nd</sup> West Bay Road, West Bay Road at the Keewatin ball fields, Keewatin Wharf off of 10<sup>th</sup> St, ditches and storm sewer in and around Dingwall Ford area of Hwy 17, Golf Course Road beyond Glen Cameron Drive, Herbacz Road and the Gould Road Culverts just north of Transmitter Road.

Our Parks and Facility staff have conducted an assessment of all City-owned docks for structural issues and concerning water levels. While City staff have been working to keep our public docks in useable condition and preserve the structures and floaters of the docks, some structures have become unstable or significant water has covered these structures.

The Roads Evaluation System that has been established includes:

- Evacuation Alert - Water up to road
- Evacuation Warning - Water over road but less than 15cm/6inches
- Evacuation Order/Road Closed - Water over road greater than 15cm/6inches
- Road Closed - Road unsafe for travel due to reasons other than flooding
- Area/Road of Concern – we are monitoring closely

As water levels are expected to continue to rise, the City will continue to monitor and evaluate action based on the established standards and special circumstances as we move forward.



June 7, 2022

## City Council Committee Report

**To: Kyle Attanasio, CAO**

**Fr: Stace Gander, Director of Community Services**

**Re: 2022 Successful Funding Applications**

### **Recommendation:**

That Council hereby approves the following budget amendments for 2022 as a result of recent funding announcements that were not previously built into the 2022 capital plan:

- \$500,000 to be funded through the Northern Ontario Heritage Fund Corporation (NOHFC) for the City of Kenora Parks repairs and improvement project;
- \$450,000 to be funded through the NOHFC for the Norman Park Playground interpretive area upgrade and improvement project;
- \$500,000 to be funded through the NOHFC for the City of Kenora Baseball diamond enhancement project;
- \$500,000 to be funded through the NOHFC for the City of Kenora – Keewatin Memorial Arena repair and upgrade project;
- \$480,000 to be funded through the NOHFC for the City of Kenora dock upgrade project;
- \$400,000 to be funded through the NOHFC for the Museum retrofit project;
- \$3,666,499.56 to be funded through Invest in Canada Infrastructure Program (ICIP) through its Community, Culture and Recreation Stream program for the Kenora Recreation Centre rehabilitation project; and further

That in accordance with Notice By-law Number 144-2007, public notice is hereby given that Council intends to amend its 2022 Capital budget at its June 21, 2022 meeting for these purposes; and further

That Council give three readings to a By-law to amend the 2022 Capital budget for this purpose.

### **Background:**

As directed by Council, Administration applied for a number of projects to be funded through either ICIP or the NOHFC. The approach was to leverage projects that Council had previously approved in the 2022 Capital plan or, projects that were identified as necessary in subsequent years. The City was successful in 100% of its applications.

It is worth noting that the projects above are multi-year projects and as such, portions of them will be carried forward into future years. The current project schedules would see all NOHFC projects noted below being completed by the end of 2023. The ICIP project at the Rec Centre will be a longer-term project given the order of magnitude and will have a completion goal of 2024 or 2025.

Kenora Parks repairs and improvement project:

\$500,000 to be funded through NOHFC and \$166,666.67 to be funded by the City of Kenora. \$143,000 is currently built into the 2022 capital plan (see attached schedule). The remaining \$23,666.67 is identified under projects that are proposed in the 2023 capital plan.

Projects approved in 2022 include:

Projects under this project include:

Installation of a playground for Central Park  
Keewatin Beach repairs and improvements  
Coney Island boardwalk and dock improvements  
Beatty Park walking path upgrades  
Washroom improvements  
Sun shades canopies

Norman Park Playground interpretive area upgrade and improvement project:

\$450,000 to be funded through NOHFC.

Project under this project includes:

Installation of an interpretive centre area for children.

This project will accompany the fully accessible playground of which \$410,000 is already built into the 2022 capital plan and broken down as follows: \$100,000 to be funded by the City of Kenora, \$50,000 private donation and \$260,000 Ontario Trillium Foundation.

Kenora Baseball diamond enhancement project:

\$500,000 to be funded through NOHFC and \$166,666.67 to be funded by the City of Kenora. \$55,000 is currently built into the 2022 capital plan. The remaining \$111,666.67 is identified under a project that is proposed in the 2023 capital plan.

Projects under this project include:

Fencing replacement and improvement  
Installing infield mix  
Baseball field lighting

Keewatin Memorial Arena repair and upgrade project:

\$500,000 to be funded through NOHFC and \$166,666.67 to be funded by the City of Kenora. \$100,000 is currently built into the 2022 capital plan. The remaining \$66,666.67 is identified under projects that are proposed in the 2023 capital plan.

Projects under this project include:

Façade improvements  
Roof repairs  
Dehumidifier rebuild  
New flooring  
Concession upgrades  
Accessible lift

Kenora dock upgrade project:

\$480,000 to be funded through NOHFC and \$160,000 to be funded by the City of Kenora. \$80,000 is currently built into the 2022 capital plan. The remaining \$80,000 is identified under projects that are proposed in the 2023 capital plan.

Projects under this project include:  
Additional docking at Coney Island  
Additional docking at the Discovery Centre  
Additional docking at Garrow Beach  
Docking at Norman Beach  
Docking improvements at Keewatin Beach  
Improvements to Water Street docks  
Additional docking at Keewatin Memorial Arena  
Replacing of the dock at the Hospital  
Improvements to the docks on the Winnipeg River  
Continued improvements to the White Cap Pavilion docks

Museum retrofit project:

\$400,000 to be funded through NOHFC and \$150,000 to be funded by the City of Kenora. \$70,000 is currently built into the 2022 capital plan. The remaining \$70,000 is identified under projects that are proposed in the 2023 capital plan. The remaining \$10,000 will be added to the 2023 capital plan.

Projects under this project include:  
Fire alarm replacement  
Fencing replacement  
Washroom improvements  
Refurbish of the front steps  
Roof replacement

Kenora Recreation Centre Rehabilitation Project

Total Budget - \$4,999,999.40 of which \$3,666,499.56 to be funded through ICIP through its Community, Culture and Recreation Stream program and \$1,666,499.80 to be funded by the City of Kenora. \$318,500 is currently built into the 2022 capital plan. The remaining \$1,348,499.80 is identified under projects as follows: 2023 capital plan - \$215,000, 2024 - \$770,000. The remaining \$355,999.80 will be required at a later date.

Projects under this project include:  
Replacement of the arena concrete drypad  
Tennis court refurbishment  
Dressing room enhancement  
Foyer and front desk realignment  
Walking track replacement  
Baseball diamond improvements  
Roof work over the Wellness Centre wing  
Parking lot improvements  
Pool mechanical system upgrades  
Fitness equipment change-out

This project will be the longest project given the number of elements identified in the project with an anticipated completion in 2025.

**Budget:** As outlined above – refer to Schedule A.

**Risk Analysis:** There is a high risk in not approving these budget amendments given the order of magnitude of the funding equal to \$6,496,499.56.

**Communication Plan/Notice By-law Requirements:** Bylaw required

**Strategic Plan or other Guiding Document:**

Five Year Economic Development & Tourism Strategy

Charting Our Course 2027 – Strategic Plan

- 1.1 Position Kenora for growth through proactive infrastructure planning
- 1.2 Ensure well maintained and sustainably financed City Infrastructure
- 2.1c Implement tourism initiatives to enhance visitor rates and experiences
- 3.1 Deliver coordinated four-season cultural and recreational infrastructure, programs and events

## Schedule A - Breakdown Project Funding

### Kenora Parks repairs & improvements

\$166,666.67 to be to be funded by the City of Kenora. \$143,000 is currently built into the 2022 capital plan. The remaining \$23,666.67 is identified under projects that are proposed in the 2023 capital plan.

| <b>2022 Projects</b>   | <b>Funding Reserve</b> | <b>Tax Levy</b> |
|------------------------|------------------------|-----------------|
| Beatty Park            | \$10,000               |                 |
| Coney Island boardwalk | \$75,000               |                 |
| Parks Washrooms        | \$15,000               |                 |
| Picnic Table & benches |                        | \$11,000        |
| Tree well improvements |                        | \$20,000        |
| Sunshade Canopy        |                        | <u>\$12,000</u> |
| Total                  | <u>\$100,000</u>       | <u>\$43,000</u> |

### **Contemplated 2023 Projects**

|                        |  |                 |
|------------------------|--|-----------------|
| Downtown reforestation |  | \$40,000        |
| Tree Well improvements |  | <u>\$20,000</u> |
| Total                  |  | \$60,000        |

**Note:** The maximum that the City would have to fund to receive \$500,000 of funding is \$166,666.67. In some cases, the City will have exceeded the maximum contribution due to work being slated in subsequent years.

### Norman Park Playground interpretative area upgrade and improvements

\$0 additional funding required by the City of Kenora. Funding leveraged for this project include:

| <b>2022 Project</b>   | <b>Funding Reserve</b> | <b>Tax Levy</b> |
|-----------------------|------------------------|-----------------|
| City Contribution     | \$100,000              |                 |
| Ontario Trillium Fund | \$260,000              |                 |
| Private donation      | <u>\$ 50,000</u>       |                 |
| Total                 | \$410,000              | \$0             |

### Kenora baseball diamond enhancement project

\$166,666.67 to be to be funded by the City of Kenora. \$55,000 is currently built into the 2022 capital plan. The remaining \$111,666.67 is identified under projects that are proposed in the 2023 capital plan.

| <b>2022 Projects</b> | <b>Funding Reserve</b> | <b>Tax Levy</b> |
|----------------------|------------------------|-----------------|
| Infield mix          | \$35,000               |                 |
| Improvement plan     | <u>\$20,000</u>        |                 |
| Total                | \$55,000               |                 |

### **Contemplated 2023 Projects**

|                       |  |                  |
|-----------------------|--|------------------|
| Ball diamond lighting |  | <u>\$120,000</u> |
| Total                 |  | \$120,000        |

**Keewatin Memorial Arena repair and upgrade project**

\$166,666.67 to be to be funded by the City of Kenora. \$110,000 is currently built into the 2022 capital plan. The remaining \$56,666.67 is identified under projects that are proposed in the 2023 capital plan.

| <b>2022 Projects</b> | <b>Funding Reserve</b> | <b>Tax Levy</b> |
|----------------------|------------------------|-----------------|
| Zamboni roof repair  | \$100,000              |                 |
| Façade improvement   | <u>\$ 10,000</u>       |                 |
| Total                | \$110,000              |                 |

**Contemplated 2023 Projects**

|                          |                 |     |
|--------------------------|-----------------|-----|
| Dehumidifier rebuild     | \$50,000        |     |
| Lobby & concession floor | <u>\$65,000</u> |     |
| Total                    | \$115,000       | \$0 |

**Kenora dock upgrade project**

\$160,000 to be to be funded by the City of Kenora. \$80,000 is currently built into the 2022 capital plan. The remaining \$80,000 is identified under projects that are proposed in the 2023 capital plan.

| <b>2022 Projects</b>   | <b>Funding Reserve</b> | <b>Tax Levy</b> |
|------------------------|------------------------|-----------------|
| Annual docking support |                        | <u>\$80,000</u> |
| Total                  | \$0                    | \$80,000        |

**Contemplated 2023 Projects**

|                        |  |                 |
|------------------------|--|-----------------|
| Annual docking support |  | <u>\$80,000</u> |
| Total                  |  | \$80,000        |

**Museum retrofit project**

\$150,000 to be to be funded by the City of Kenora. \$70,000 is currently built into the 2022 capital plan. The remaining \$80,000 is identified under projects that are proposed in the 2023 capital plan.

| <b>2022 Projects</b>   | <b>Funding Reserve</b> | <b>Tax Levy</b> |
|------------------------|------------------------|-----------------|
| Fire alarm replacement | \$20,000               |                 |
| Fencing around AC unit | \$20,000               |                 |
| Washroom enhancement   | <u>\$30,000</u>        |                 |
| Total                  | \$70,000               |                 |

**Contemplated 2023 Projects**

|                         |                 |     |
|-------------------------|-----------------|-----|
| Air Conditioner         | \$40,000        |     |
| Rehab concrete entryway | <u>\$30,000</u> |     |
| Total                   | \$70,000        | \$0 |

An additional \$10,000 of capital will have to be built into the 2023 budget to fulfill the City's obligation. This money will be funded through the Museum capital reserve.

**Kenora Recreation Centre Rehabilitation Project**

\$1,666,499.80 to be to be funded by the City of Kenora. \$318,500 is currently built into the 2022 capital plan. The remaining \$1,347,999.80 is identified under projects in 2023 and 2024.

| <b>2022 Projects</b>        | <b>Funding Reserve</b> | <b>Tax Levy</b> |
|-----------------------------|------------------------|-----------------|
| Showers tile replacement    | \$25,000               |                 |
| Lane pool pilot replacement | \$50,000               |                 |
| Locker replacement          | \$25,000               |                 |
| Hot tub filtration          | \$15,000               |                 |
| Electrical pumps & systems  | \$13,500               |                 |
| Fitness equipment           | <u>\$190,000</u>       |                 |
| Total                       | \$318,500              |                 |

**Contemplated 2023 Projects**

|                                |                 |
|--------------------------------|-----------------|
| Multi-purpose room flooring    | \$25,000        |
| Hot water tanks                | \$10,000        |
| DVR - Recreation Centre        | \$10,000        |
| Electrical pumps & systems     | \$20,000        |
| Waterslide - structural column | \$90,000        |
| Fitness equipment              | <u>\$60,000</u> |
| Total                          | \$215,000       |

**Funding**

| <b>2024 Projects</b>           | <b>Reserve</b>  | <b>Tax Levy</b>  | <b>Debt</b>      |
|--------------------------------|-----------------|------------------|------------------|
| Hot water tanks                | \$12,000        |                  |                  |
| Wellness Centre roof           |                 |                  | <u>\$500,000</u> |
| Flooring café/stairwell        | \$25,000        |                  |                  |
| Electrical pumps & systems     | \$20,000        |                  |                  |
| Leisure pool sandblast & paint | <u>\$60,000</u> |                  |                  |
| Tennis court resurface         |                 | <u>\$160,000</u> |                  |
| Total                          | \$117,000       | \$160,000        | \$500,000        |

An additional \$355,999.80 of capital will have to be built into the 2023, 2024 or 2025 budget to fulfill the City's obligation. This money will likely be funded through debt.

June 7, 2022

## City Council Committee Report

To: Kyle Attanasio, CAO

Fr: Stace Gander, Director of Community Services

Re: Lease Renewal – 446562 Ontario Ltd. (Hing)

### Recommendation:

That Council authorizes a one year lease extension to an existing lease agreement with 446562 Ontario Ltd. (Hing) for use of the Chipman Street parking lot adjacent to the Hing's Restaurant at 101 Matheson Street South; and further

That said renewal will increase the annual rent by three (3%) percent (plus applicable taxes) for a period from 1 January, 2022 to 31 December 2022; and further

That three readings be given to a by-law for this purpose.

### Background:

On January 29<sup>th</sup>, 2007 Council entered into a three (3) year lease agreement for a parcel of land being 4 feet x 8 feet with 446562 Ontario Ltd. (Hing) for the placement of an approved waste receptacle (garbage bin). This lease was further extended twice from 1 January, 2012 to 31 December, 2014 and 1 January 2015 to 31 December 2017. In subsequent years, the lease has been year by year in a one (1) year lease agreement, to comply with the City of Kenora Sale and other Disposition of Land Policy, DS-4-1 and has been renewed yearly since.

As per the renewal terms outlined in Section 8 of the lease a one (1) year extension is once again recommended.

Location:



**Budget:** Annual rent: 2022 - the sum of \$471.00 Plus HST

**Risk Analysis:** There is low operational and financial risk associated with the approval.

**Communication Plan/Notice By-law Requirements:**

Lease to be signed by Clerk and Mayor and circulated for signing by lessee.

**Strategic Plan or other Guiding Document:**

2.1 5-year Tourism and Economic Development Strategy

Activate development on Kenora's vacant and underutilized land

## LEASE AGREEMENT

This Commercial Lease Agreement ("Lease") is made effective [date], by and between The Corporation of the City of Kenora (the "City") and 446562 Ontario Ltd. (the "Tenant").

**Whereas** the City is the owner of the land and improvements referred to below as the Premises;

**And Whereas** the City desires to lease the Premises to the Tenant, and the Tenant desires to lease the Premises from the City for the term, at the rent and upon the covenants, conditions and provisions herein set forth;

**Now Therefore**, in consideration for the shared promises and agreements contained herein, and for other good and valuable consideration, the parties hereby agree as follows:

### THE PREMISES

1. Subject to the terms of this Agreement and all applicable laws, the City grants to the Tenant a lease of portion of parking lot adjacent to Hing's Restaurant at 101 Matheson Street South, Kenora, Ontario more specifically as identified in Schedule "A" ("the Premises"):
2. The Premises shall not, during the term of this lease, be at any time used for any other purpose other than that of a hosting an approved receptacle (garbage bin), specifically located on the thirty-two (32) square-foot portion of the lot.
3. The Tenant agrees to comply with all applicable laws, by-laws, and regulations relative to the Premises and to the business carried on.
4. The Tenant shall not change locks to the Premises without the prior written permission from the City. If the locks are changed, a copy of the new key must be provided to the City forthwith.

### TERM

5. The term of this lease agreement is 1 year, commencing on January 1, 2022 and ending December 31, 2022.
6. Upon 30 days' notice, the City may terminate the tenancy under this Lease Agreement if the Tenant has defaulted in the payment of any portion of the Rent when due.
7. Upon 30 days' notice, the City may terminate the tenancy under this Lease if the Tenant fails to observe, perform and keep each and every of the covenants, agreements, stipulations, obligations, conditions and other provisions of this Lease to be observed, performed and kept by the Tenant and the Tenant persists in such default beyond the said fifteen (30) day notice.
8. Notwithstanding paragraph 7, the city may terminate a lease for a breach of it or an immediate basis if, in the City's opinion, the breach has resulted, or may reasonably result, in a serious risk to public health and safety or the environment, substantial financial harm to the City or a contravention of law.
9. Should the Tenant remain in possession of the Premises with the consent of the City after the end of the term of this Lease Agreement, a new tenancy from month to month shall be created between the City and the Tenant which shall be subject to all the terms and conditions of this

Lease Agreement but shall be terminable upon either party giving 30 days' notice to the other party.

### **USE AND OCCUPATION**

10. The Tenant shall use and occupy the Premises only for the Permitted Use and for no other purpose whatsoever.
11. The Tenant covenants that the Tenant shall carry on and conduct its business in and about the Premises in such manner as to comply with all statutes, bylaws, rules and regulations of any federal, provincial, municipal or other competent authority and shall not do anything on or in the Premises in contravention of any of them.
12. The Tenant shall not allow or engage in any activity that shall affect an increase in the rate of insurance for the Building in which the Premises is contained nor shall the leaseholder allow or commit any nuisance or annoyance in or about the Premises or the lands on which the Premises is situated.

### **RENT**

13. The Tenant shall pay the following to the City as Rent: \$471.00, plus H.S.T. upon signing the lease.
14. If the start date of the Lease does not fall on the first of the month, then the Rent, including applicable taxes, shall be pro-rated for the first month.
15. The Tenant shall be charged an additional amount of 3% of the Rent for any late payment of Rent.

### **UTILITIES, AND OPERATING COSTS**

There are no operating costs with this lease other than costs associated with the Insurance Provision.

### **IMPROVEMENTS AND REPAIRS**

16. The Tenant shall not make any amendments, additions or improvements to the Premises or the building in which the Premises is situated without the prior written permission of the City, which the City may, in its sole discretion, withhold.
17. Without limiting the generality of the foregoing, the Tenant shall obtain written permission from the City before doing any of the following:
  - a. applying adhesive materials, or inserting nails or hooks in walls or ceilings other than two small picture hooks per wall;
  - b. painting, wallpapering, redecorating or in any way significantly altering the appearance of the Premises;
  - c. removing or adding walls, or performing any structural alterations;

- d. changing the amount of heat or power normally used on the Premises as well as installing additional electrical wiring or heating units;
- e. placing or exposing or allowing to be placed or exposed anywhere inside or outside the Premises any placard, notice or sign for advertising or any other purpose; or
- f. affixing to or erecting upon or near the Premises any radio or TV antenna or tower.

#### **ASSIGNMENT AND SUBLETTING**

18. Without the written consent of the City, which the City may, in its sole discretion withhold, the Tenant shall not assign this Lease Agreement, or sublet or grant any concession or license to use the Premises or any part of the Premises. An assignment, subletting, concession, or license, whether by operation of law or otherwise, shall be void and shall, at the City's option, terminate this Lease.

#### **QUIET ENJOYMENT**

19. The City covenants that on paying the Rent and performing the covenants contained in this Lease, the Tenant shall peacefully and quietly have, hold, and enjoy the Premises for the agreed term.

#### **DISTRESS**

20. If and whenever the Tenant is in default in payment of any money, whether hereby expressly reserved or deemed as Rent, or any part of the rent, the City may, without notice or any form of legal process, enter upon the Premises and seize, remove and sell the Tenant's goods, chattels and equipment from the Premises or seize, remove and sell any goods, chattels and equipment at any place to which the Tenant or any other person may have removed them, in the same manner as if they had remained and been distrained upon the Premises, all notwithstanding any rule of law or equity to the contrary, and the Tenant hereby waives and renounces the benefit of any present or future statute or law limiting or eliminating the City's right of distress.

#### **OVERHOLDING**

21. If the Tenant continues to occupy the Premises without the written consent of the Landlord after the expiration or other termination of the term, then, without any further written agreement, the Tenant shall be a month-to-month tenant at a minimum monthly rental equal to twice the Rent, including applicable taxes, and subject always to all of the other provisions of this Lease insofar as the same are applicable to a month-to-month tenancy and a tenancy from year to year shall not be created by implication of law.

#### **ADDITIONAL RIGHTS ON RE-ENTRY**

22. If the City re-enters the Premises and/or terminates this Lease Agreement, then:

- a. notwithstanding any such termination or the term thereby becoming forfeited and void, the provisions of this Lease Agreement relating to the consequences of termination shall survive;
- b. the City may use such reasonable force as it may deem necessary for the purpose of gaining admittance to and retaking possession of the Premises and the Tenant hereby releases the Landlord from all actions, proceedings, claims and demands whatsoever for and in respect of any such forcible entry or any loss or damage in connection therewith or consequential thereupon;
- c. the City may expel and remove, forcibly, if necessary, the Tenant, those claiming under the Tenant and their effects, as allowed by law, without being taken or deemed to be guilty of any manner of trespass;
- d. in the event that the City has removed the property of the Tenant, the Landlord may store such property in a public warehouse or at a place selected by the City, at the expense of the Tenant;
- e. if the City, in its sole discretion, feels that it is not or becomes not worth storing such property given its value and the cost to store it, then the City may, in its sole discretion, dispose of such property and use such funds, if any, towards any indebtedness of the Tenant to the City. The City shall not be responsible to the Tenant for the disposal of such property other than to provide any balance of the proceeds to the Tenant after paying any storage costs and any amounts owed by the Tenant to the City;
- f. the City may re-let the Premises or any part of the Premises for a term or terms which may be less or greater than the balance of the term of this Lease Agreement remaining and may grant reasonable concessions in connection with such reletting including any alterations and improvements to the Premises;

#### **CARE AND USE OF PREMISES**

23. The Tenant shall promptly notify the City of any damage, or of any situation that may significantly interfere with the normal use of the Premises or to any furnishings or other property supplied by the City.
24. Vehicles, equipment or other property that the City reasonably considers unsightly, noisy, dangerous, improperly insured, inoperable or unlicensed are not permitted on the lands on which the Premises is situated and such property may be removed or towed away at the Tenant's expense.
25. The Tenant shall not make (or allow to be made) any noise or nuisance which, in the reasonable opinion of the City, disturbs the comfort or convenience of other tenants.
26. The Tenant shall not engage in any illegal trade or activity on or about the Premises.
27. The Landlord and Tenant shall comply with all standards of health, sanitation, fire, housing and safety as required by law.

**DAMAGE TO PREMISES**

- 28. In case the Premises at any time during the Term be damaged by fire, water or other acts of nature so as to render the Premises unfit for the purpose of the Tenant, the Rent hereby reserved or a proportionate part according to the nature and extent of the damage sustained shall be suspended and abated until the Premises have been rebuilt or made fit for the purpose of the Tenant.
  
- 29. If, in the opinion of the City, the Premises cannot be rendered fit for the purpose of conducting the Tenant's business, within a period of two (2) months, the Lease shall be deemed terminated; the term shall come to an end and the Tenant shall cease to be held liable for payment for Rent, except such Rent as shall have already accrued due, and be entitled to be repaid any rent paid in advance for the balance of the period.

**SURRENDER OF PREMISES**

- 30. At the expiration of the lease term, the Tenant shall quit and surrender the Premises in as good a state and condition as they were at the commencement of this Lease Agreement, reasonable use and wear and damages by the elements excepted.

**HAZARDOUS MATERIALS**

- 31. The Tenant shall not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire on the Premises or that might be considered hazardous by any public authority or responsible insurance company.

**RULES AND REGULATIONS**

- 32. The Tenant shall obey all rules and regulations posted by the City regarding the use and care of the Premises and the Buildings and lands, including, without limitation, the parking lot and other common facilities on the lands, on which the Premises is situated.

**RENEWAL OF LEASE**

- 33. This is a one year lease and subsequent lease renewals are at the sole discretion of Council in line with existing by-laws.

**INSURANCE**

- 34. The Tenant shall purchase, at the Tenant's own cost, public liability insurance in the amount of \$ 5,000,000 which includes fire and exposure insurance.

**CITY CHATTELS**

- 35. The City agrees to supply and the Tenant agrees to use and maintain in reasonable condition, normal wear and tear excepted, the following chattels:

There are no chattels with this lease.

**GOVERNING LAW**

- 36. The Tenant shall meet the terms, policies, orders, codes and laws of all governmental bodies having jurisdiction or authority over the property.
- 37. At the end of the period of this Lease Agreement, the Tenant shall give in and deliver up the property in the same condition (subject to any additions, alterations or improvements, if any) as presently exists, reasonable wear and tear excepted.

**GENERAL PROVISIONS**

- 38. Any waiver by the City of any failure by the Tenant to perform or observe the provisions of this Lease Agreement shall not operate as a waiver of the City's rights under this Lease Agreement in respect of any subsequent defaults, breaches or non-performance and shall not defeat or affect in any way the City's rights in respect of any subsequent default or breach.
- 39. This Lease Agreement shall extend to and be binding upon and ensure to the benefit of the respective heirs, executors, administrators, successors and permitted assigns, as the case may be, of each party to this Lease Agreement. All covenants are to be construed as conditions of this Lease.
- 40. All sums payable by the Tenant to the City pursuant to any provision of this Lease Agreement shall be deemed to be Rent and shall be recovered by the City as rental arrears.

**IN WITNESS WHEREOF** the Parties to this Lease have duly affixed their signatures under hand and seal, or by a duly authorized officer under seal, on this Day of Month, Year.

Signed on \_\_\_\_\_ day of \_\_\_\_\_ (Month) \_\_\_\_\_ (Year)

\_\_\_\_\_  
*Tenant*

\_\_\_\_\_  
*City – Mayor*

\_\_\_\_\_  
*City Clerk*

### Schedule "A"





June 2, 2022

## City Council Committee Report

**To: Kyle Attanasio, CAO**

**Fr: Adam Smith, Director of Development Services**

**Re: Acquisition of Land – Western Ontario Lumber Limited**

### **Recommendation:**

That upon the dissolution of the Western Ontario Lumber Company thirty-eight properties within the City of Kenora were forfeited to the Government of Ontario; and further

That Council hereby directs staff to prepare an Offer to Purchase Letter to the Province of Ontario to acquire these thirty-eight properties described in FCP 20200-041 – List of Forfeited Corporate Properties and Property Descriptions in the amount of \$3,276 + HST; and further

That in accordance with Notice By-law Number 144-2007, public notice is hereby given that Council intends to purchase these properties at its June 21, 2022 meeting for municipal purposes; and further

That the Mayor and Clerk be hereby authorized to execute all documents related to this acquisition.

### **Background:**

Upon the dissolution of Western Ontario Lumber Limited and under The Business Corporations Act, 1991 the lands owned by the said company within the City of Kenora were transferred to the Crown. These properties are predominantly between 7<sup>th</sup> Street South and 5<sup>th</sup> Street South (see attached). Staff have long sought to have these lands transferred given the municipal infrastructure that resides on the properties and the access they provide to community assets.

In proceeding with the acquisition, the municipality will be given legal title to the lands reducing the likelihood of any legal and/or operational challenges associated with future public works that may occur.

**Budget:** The acquisition cost of \$3,276 + HST as well as associated legal costs incurred by the City can be funded through the Department's 2022 Operating Budget.

### **Risk Analysis:**

There is a high legal risk associated with this recommendation. However, it is one that is deemed to be an opportunity to gain title to lands that already contain critical municipal infrastructure and access to public amenities. In refusing to pursue this opportunity, the ownership status of these lands will continue to be a liability concern and impact future project delivery.

**Communication Plan/Notice By-law Requirements:**

Ministry of Government and Consumer Services, Municipal Solicitor

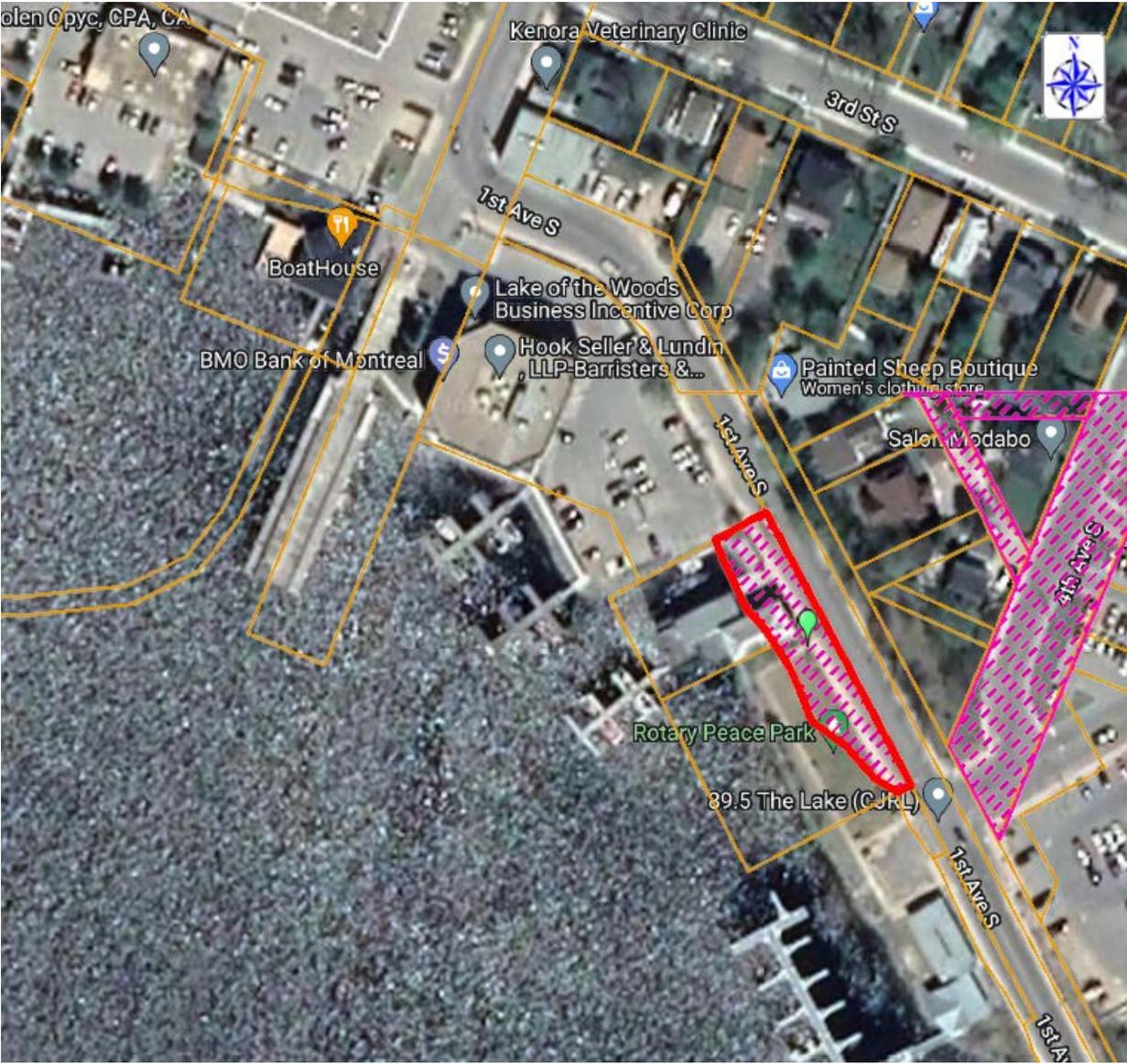
**Strategic Plan or other Guiding Document:**

Promote new investment and development of City-owned and private lands in Kenora.

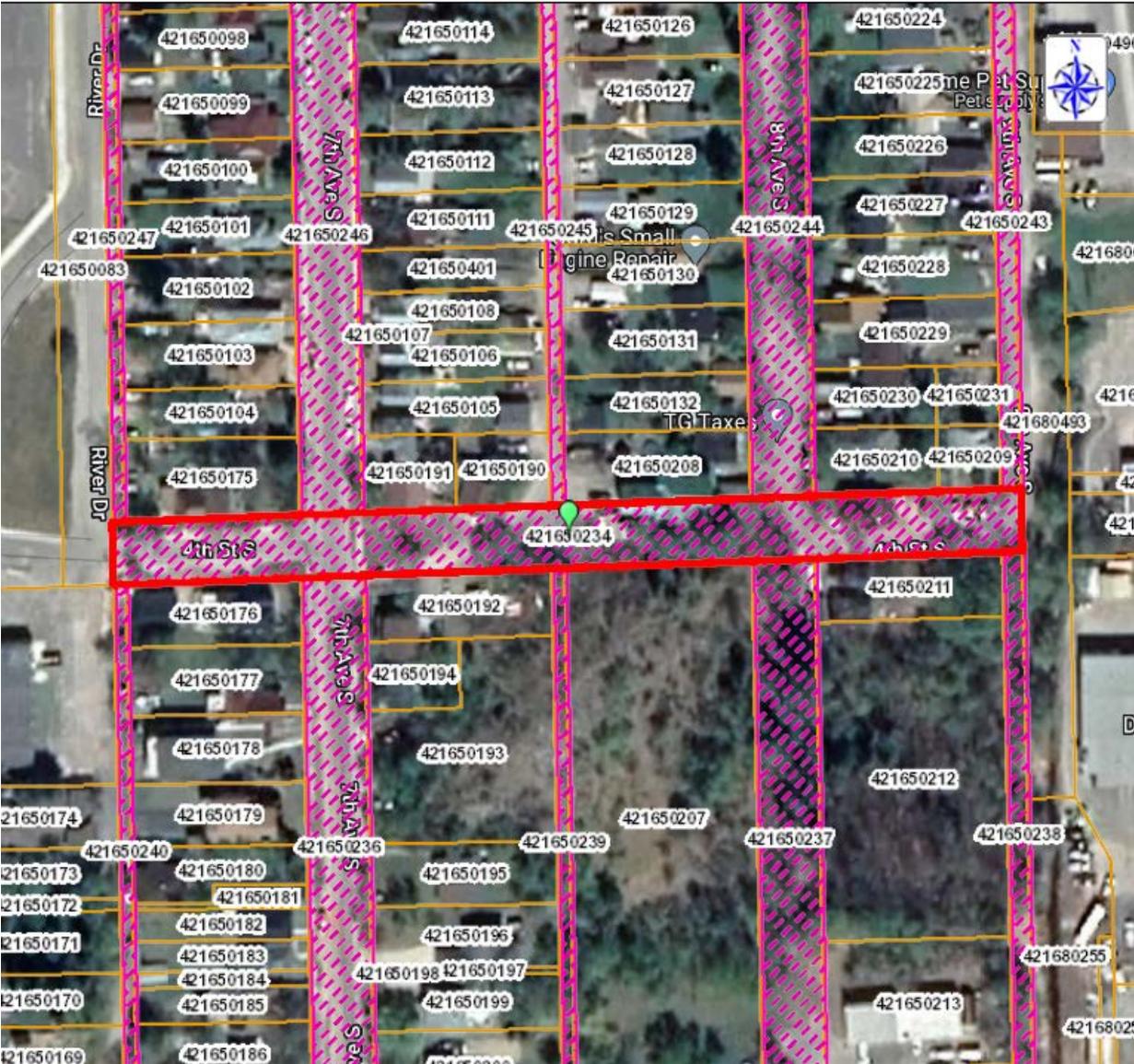
## FCP 2022-041 - List of Forfeited Corporate Properties and Property Descriptions

| Parcel Register (PIN) | Property Description                                      |
|-----------------------|---|
| 42165-0079            | Parallel to 1st Avenue, and adjacent to Rotary Peace Park |
| 42165-0234            | 4th Street South  |
| 42165-0235            | 6th Avenue South  |
| 42165-0236            | Portion of 7th Avenue South                               |
| 42165-0237            | Portion of 8th Avenue South                               |
| 42165-0238            | South of 9th Avenue South and North of 5th Street South   |
| 42165-0239            | South of 9th Avenue South and North of 4th Street South   |
| 42165-0240            | South of River Drive and North of 5th Street South        |
| 42165-0242            | North of 5th Street South                                 |
| 42165-0243            | South of River Drive and North of 4th Street South        |
| 42165-0244            | Portion of 8th Avenue South                               |
| 42165-0245            | South of River Dr and North on 4th Street South           |
| 42165-0246            | Portion of 7th Avenue South                               |
| 42165-0247            | Road allowance parallel to River Drive                    |
| 42165-0248            | Portion of River Drive                                    |
| 42165-0250            | Portion of 7th Avenue South                               |
| 42165-0251            | North of River Drive/6th Street South                     |
| 42165-0261            | Mike Richards Way   |
| 42165-0262            | Part of 2nd Avenue South                                  |
| 42165-0263            | 5th Street South  |
| 42166-0797            | Part of 3rd Avenue South                                  |
| 42166-0798            | Part of 3rd Avenue South                                  |
| 42166-0799            | South of 6th Street and north of 7th Street               |
| 42166-0800            | South of 5th Street and north of 6th street               |
| 42166-0801            | South of 6th street and north of 7th street               |
| 42166-0802            | South of 5th Street and north of 6th street               |
| 42166-0803            | South of 6th Street and north of 7th street               |
| 42166-0804            | North of 6th Street                                       |
| 42166-0805            | Portion of 2nd Avenue South                               |
| 42166-0806            | Portion of 2nd Avenue South                               |
| 42166-0807            | Portion of 1st Avenue South                               |
| 42166-0826            | 7th Street South  |
| 42166-0830            | Portion of 6th Street South                               |
| 42166-0834            | 8th Street South  |
| 42165-0249            | Continuance of 8 <sup>th</sup> Avenue South               |
| 42165-0887            | Forms part of Lakeshore Drive                             |
| 42165-0414            | Road allowance off of 1 <sup>st</sup> Avenue              |
| 42165-0413            | Road allowance off of 1 <sup>st</sup> Avenue              |

Property Map of PIN 42165-0079

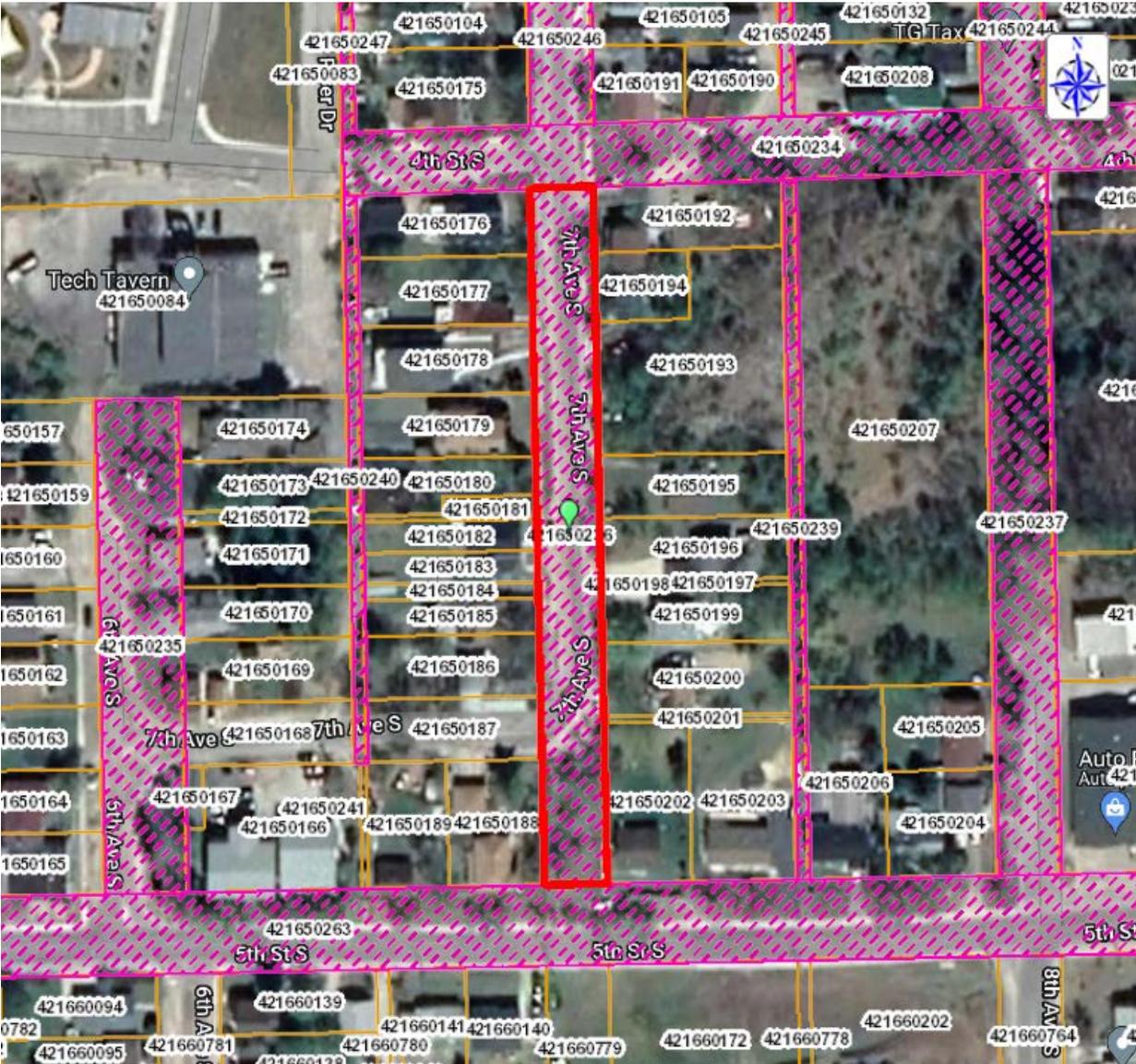


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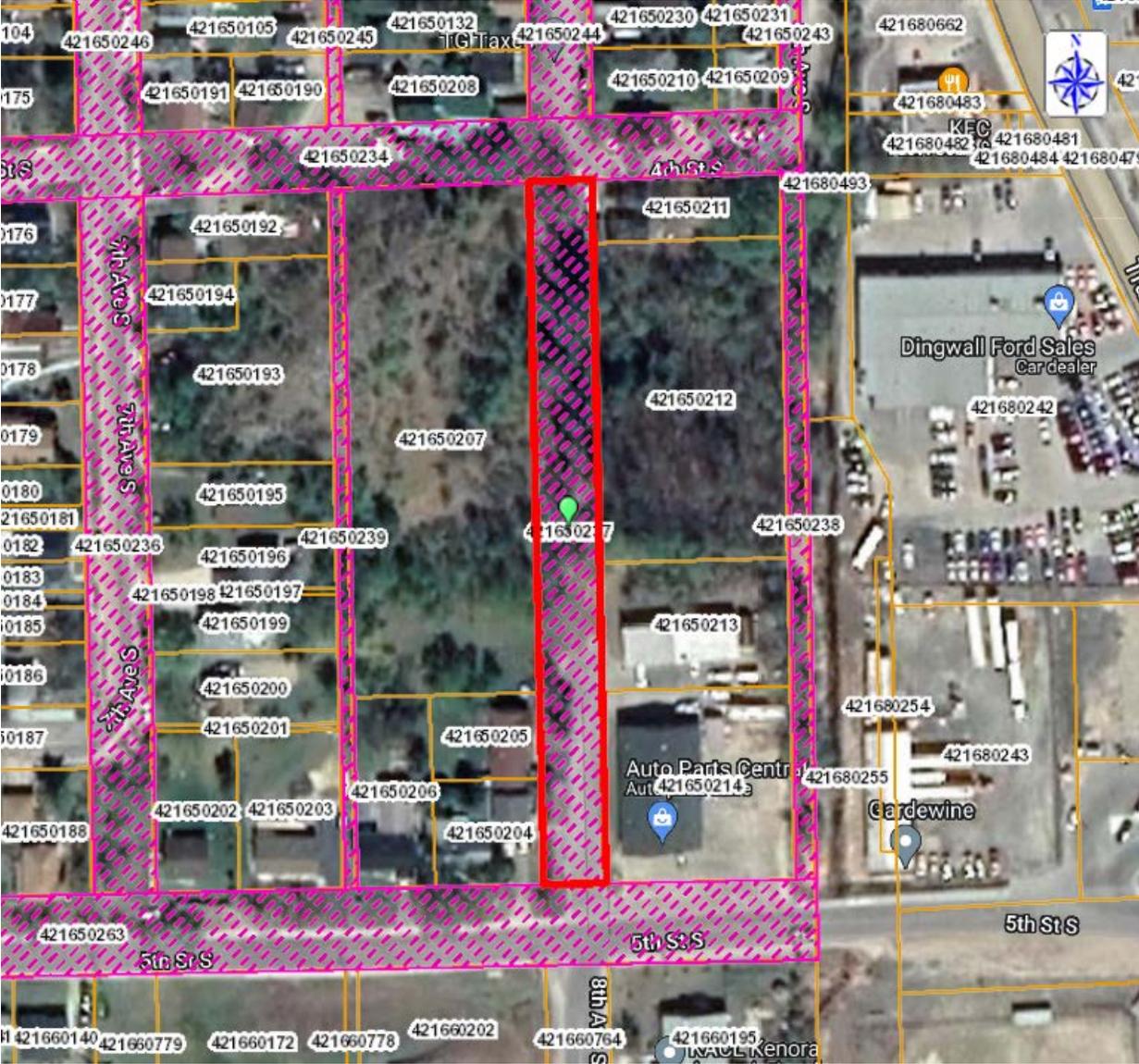




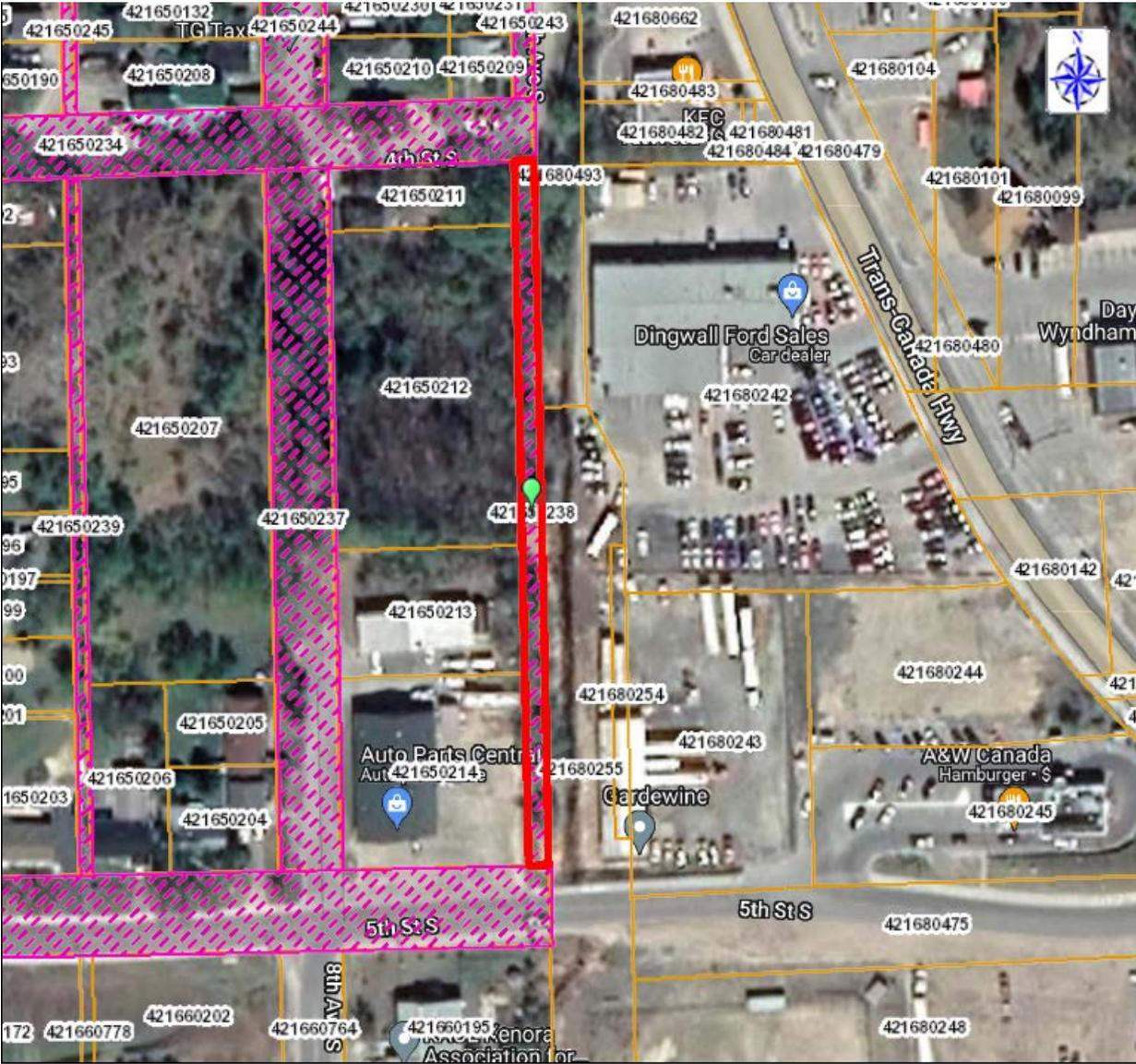
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# Property Map of PIN 42165-0237

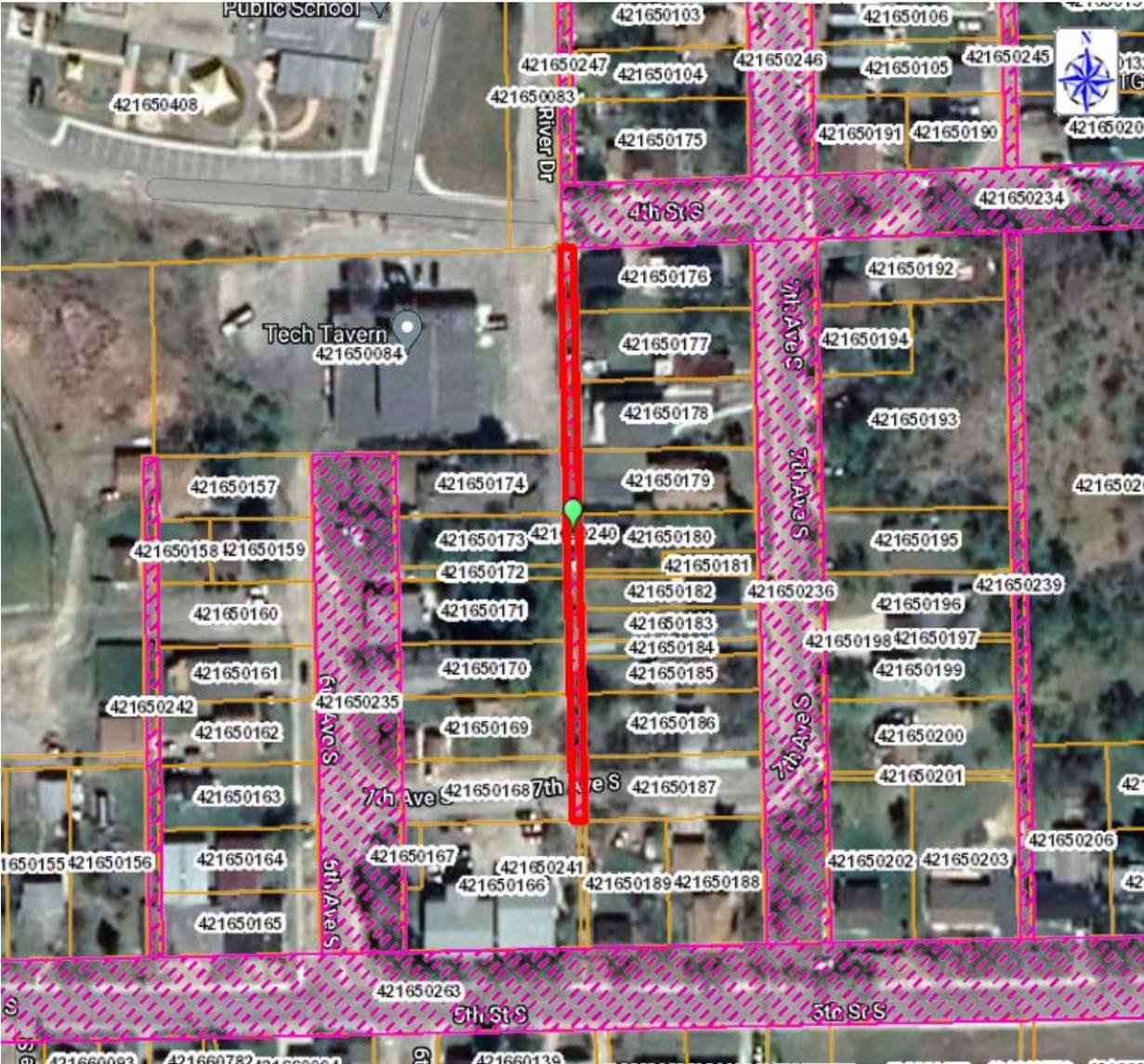


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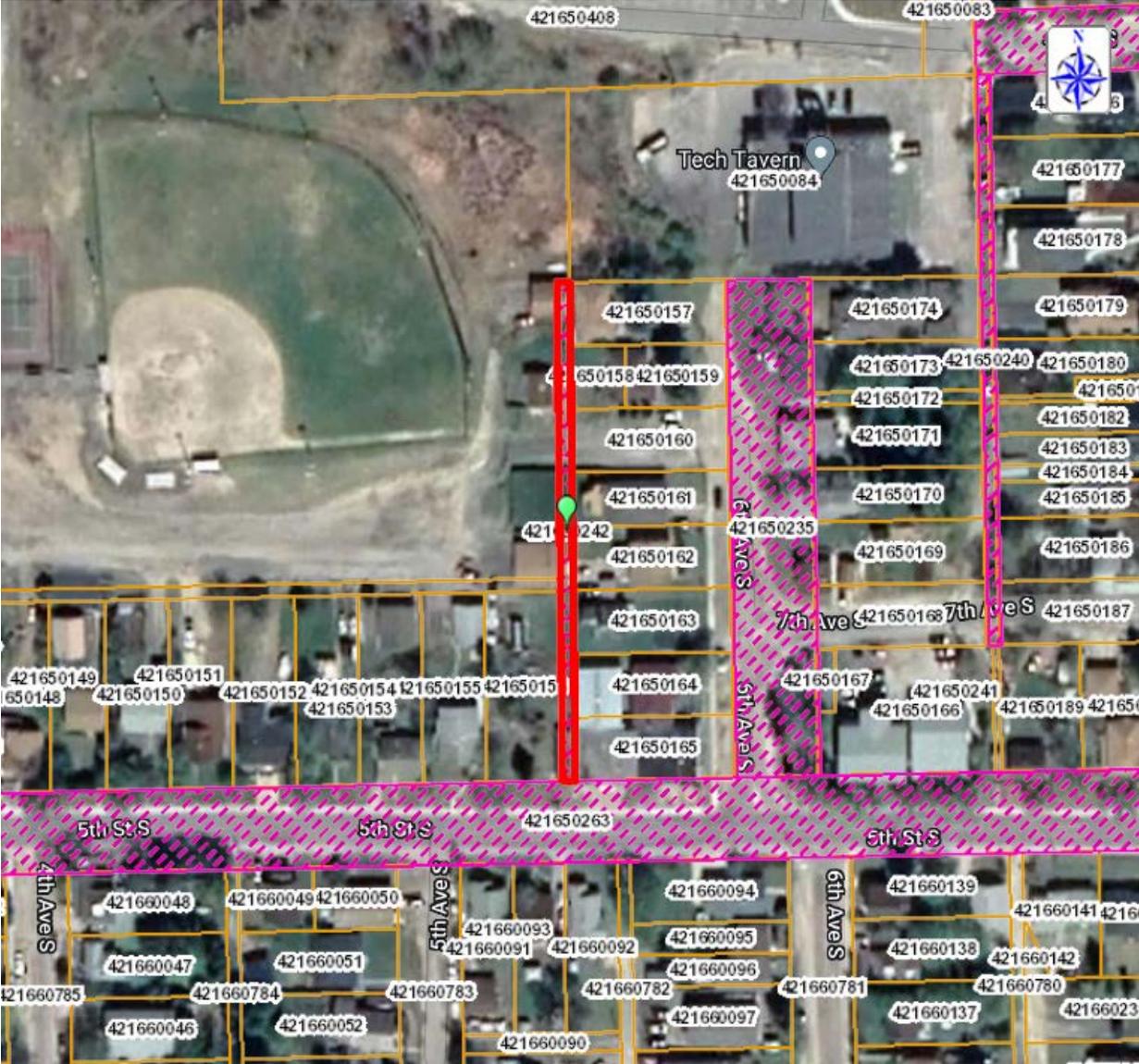




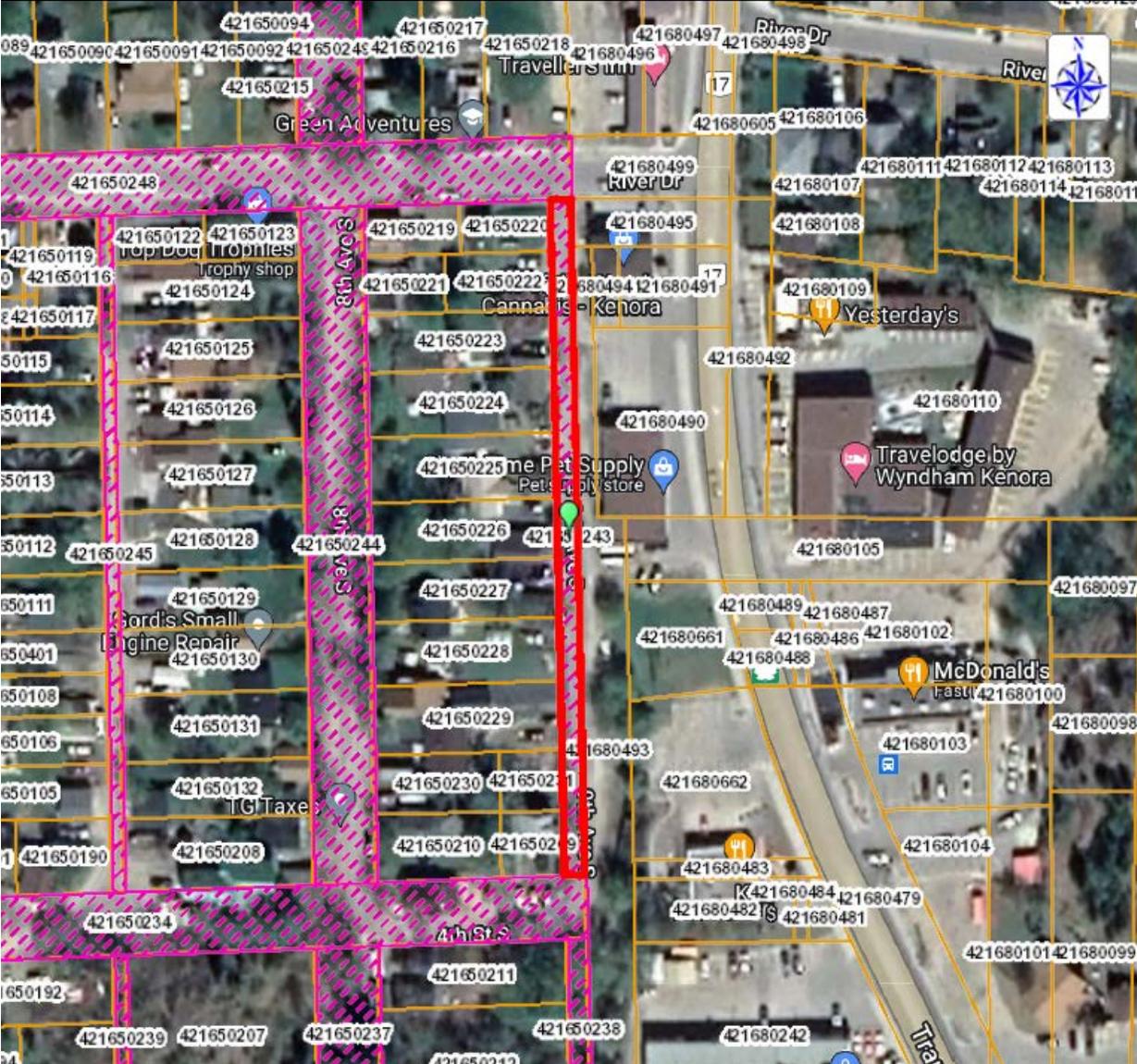
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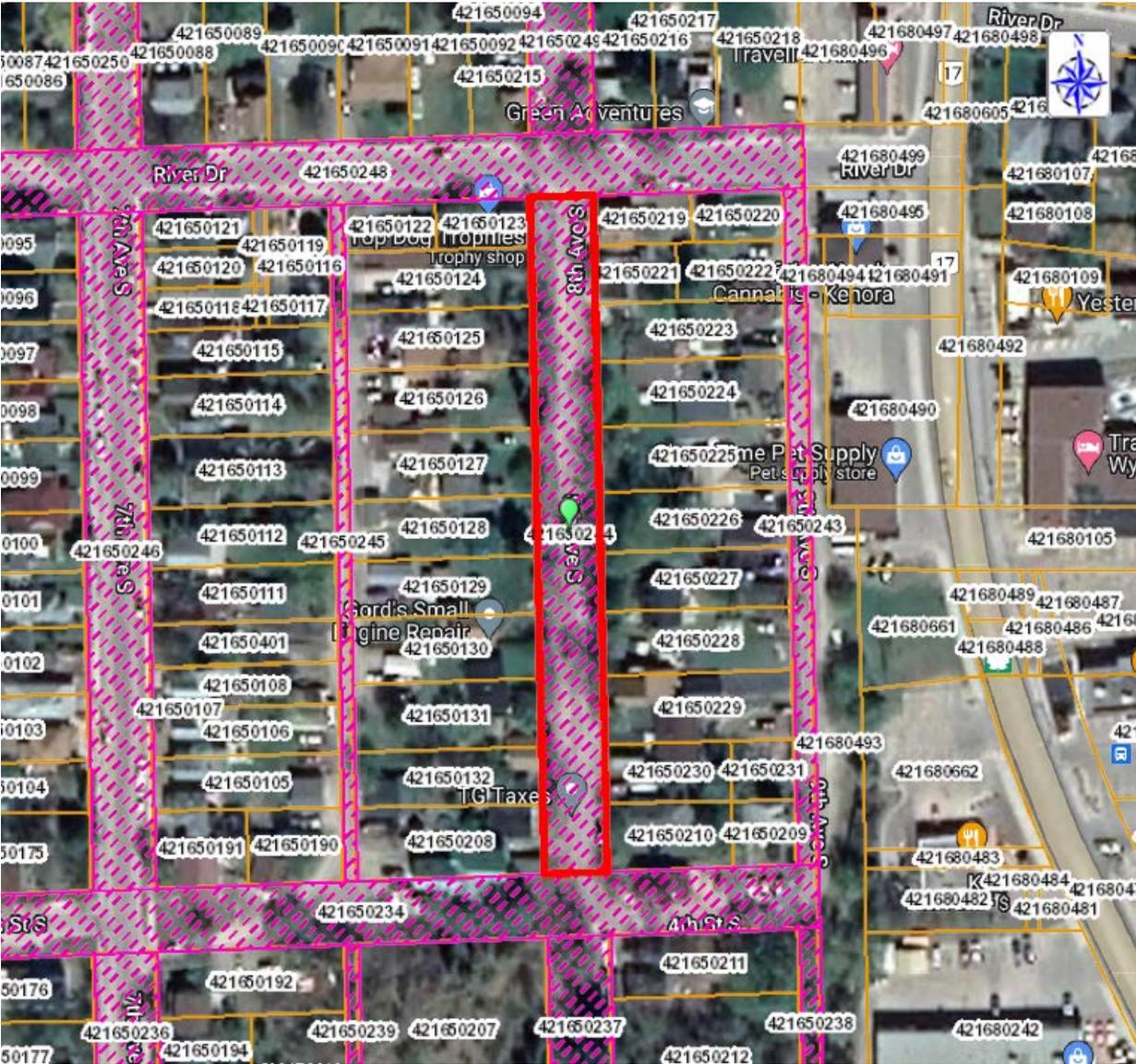
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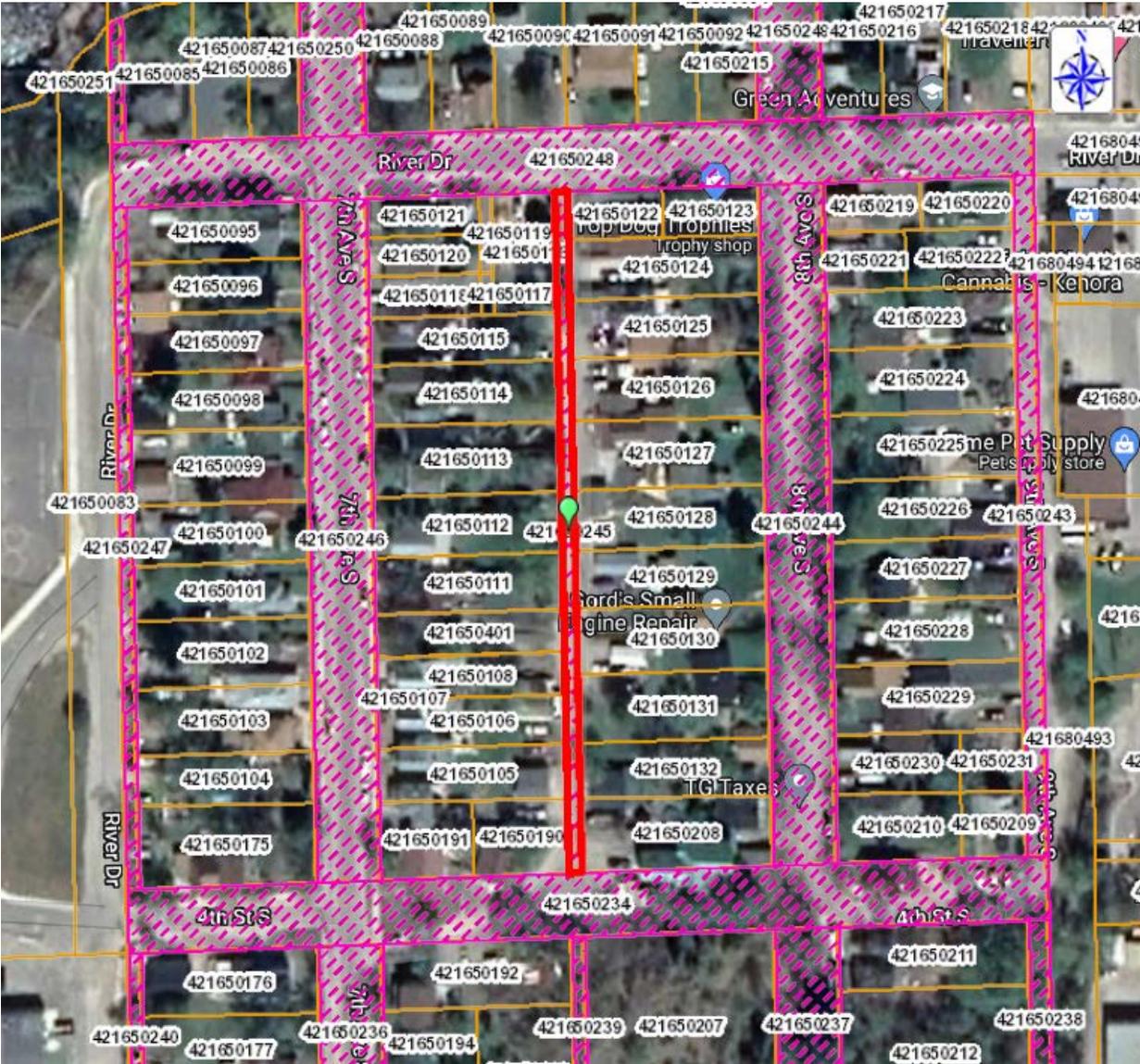
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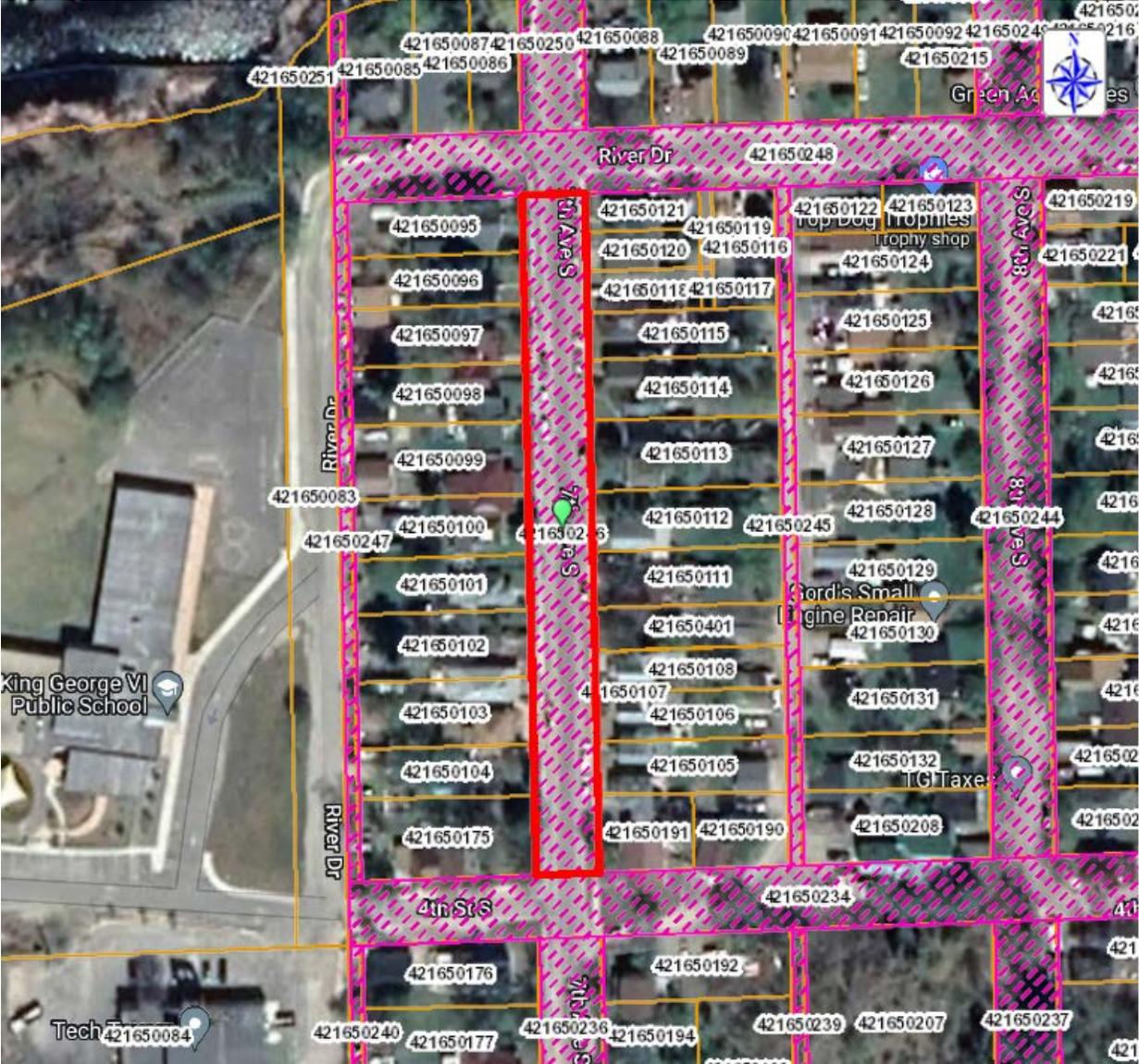
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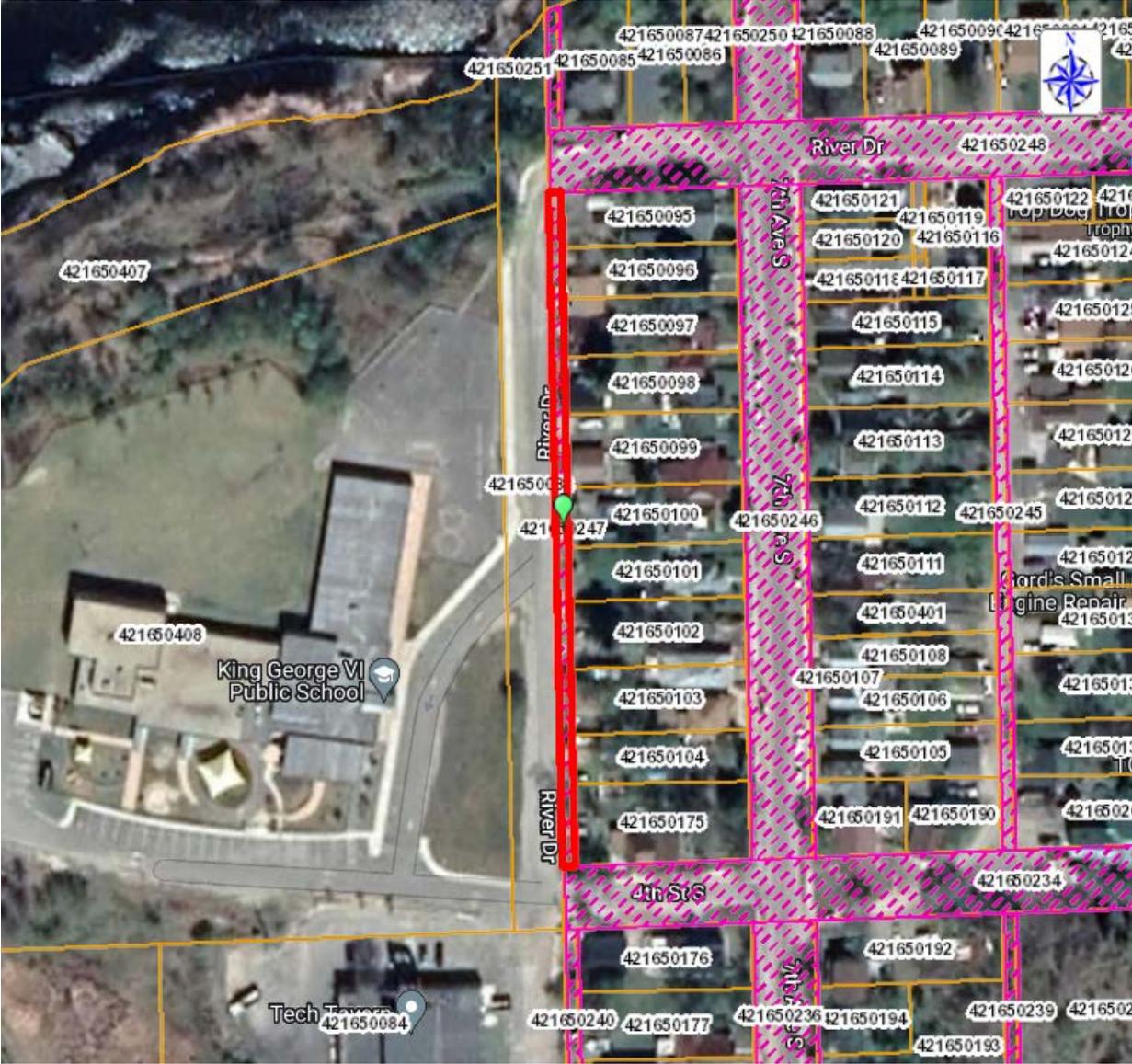
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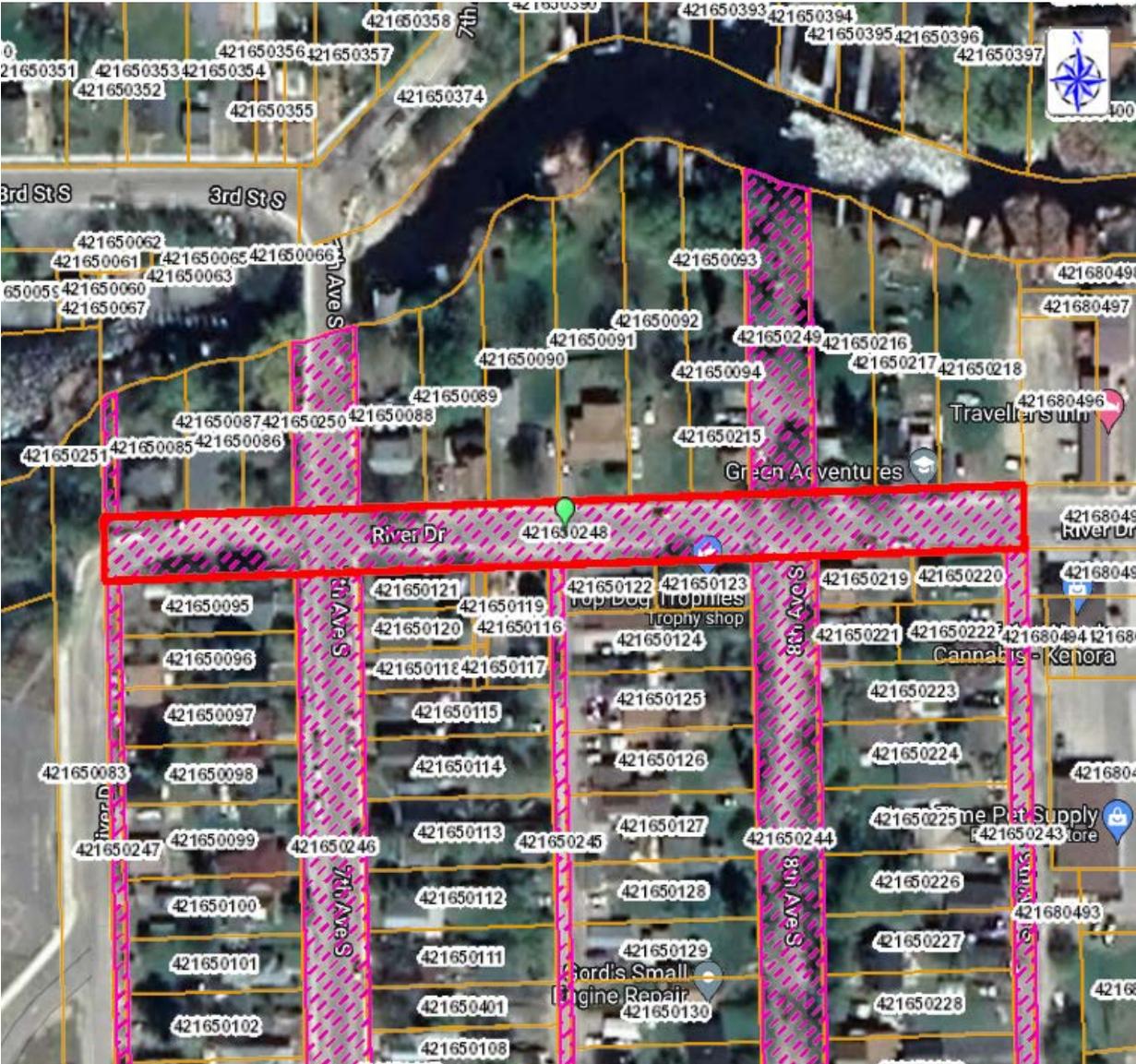
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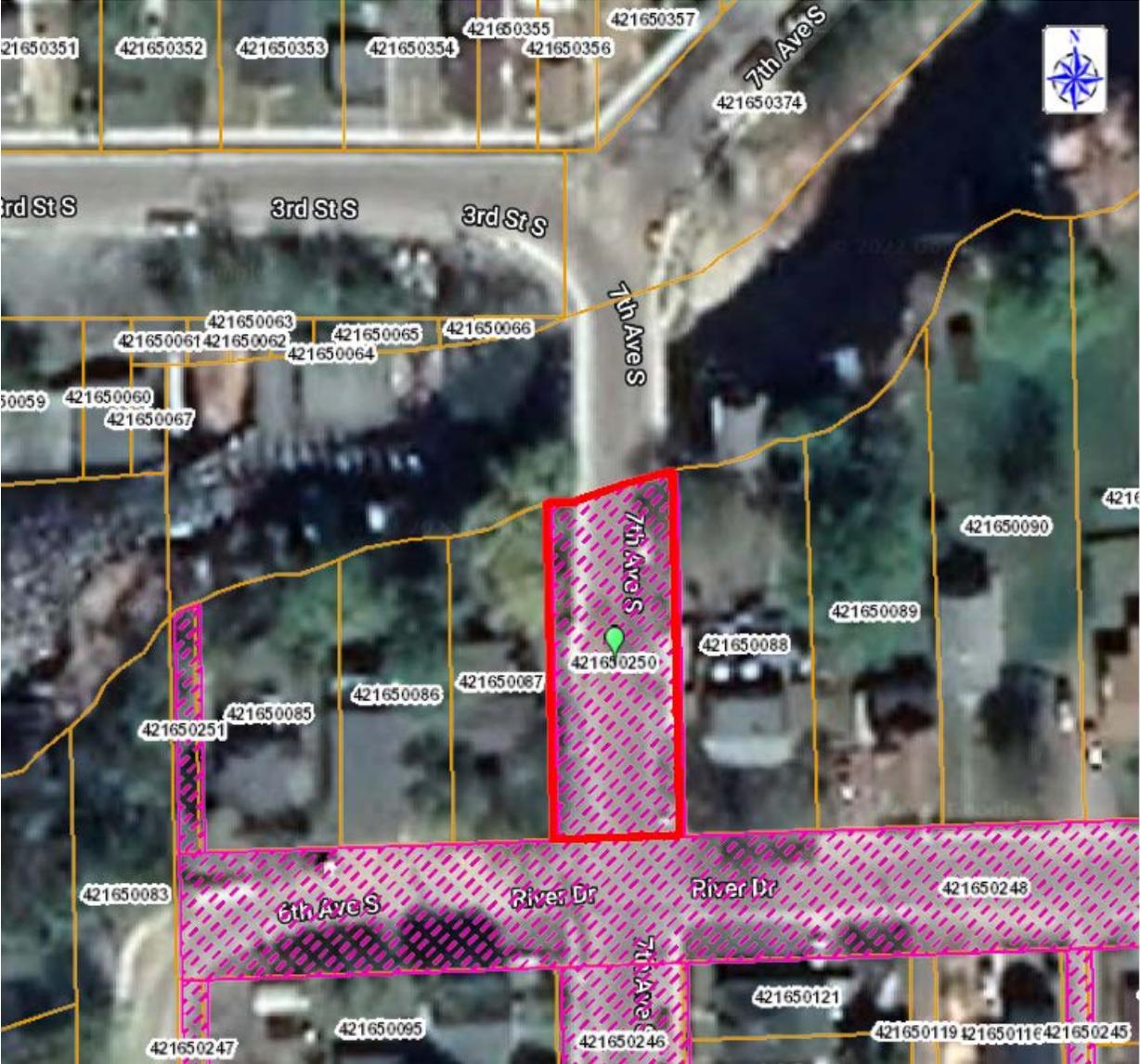
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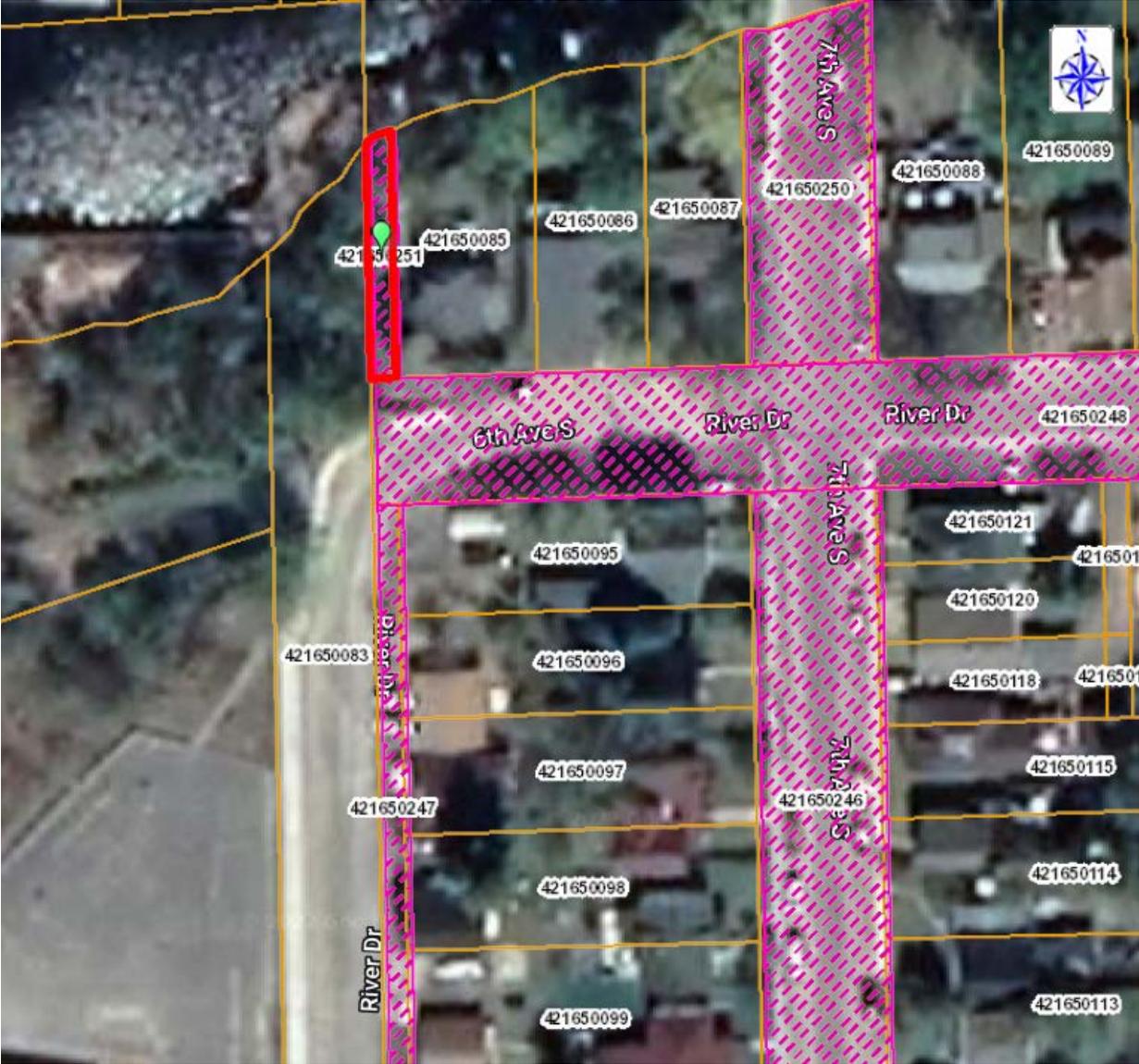
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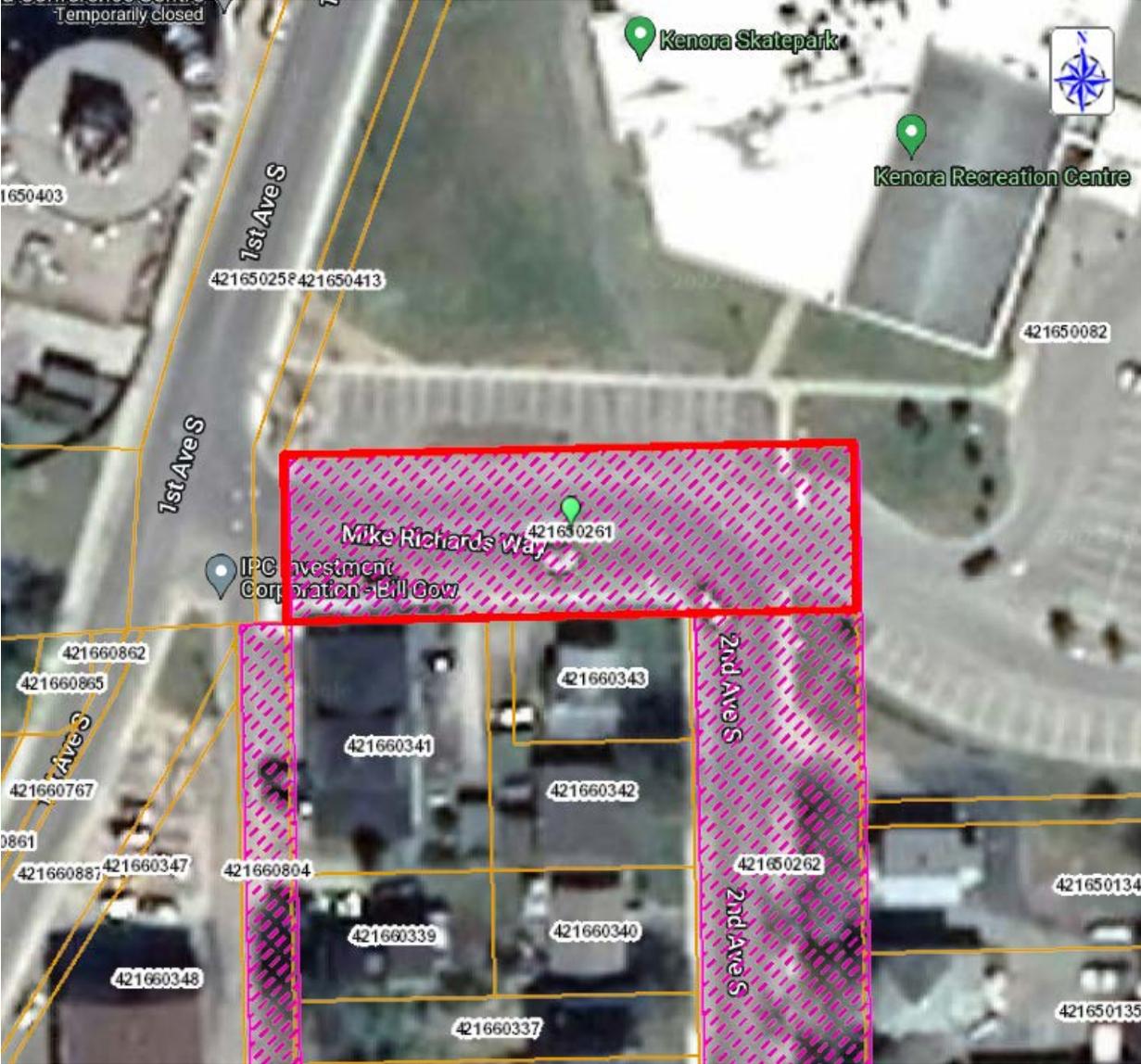
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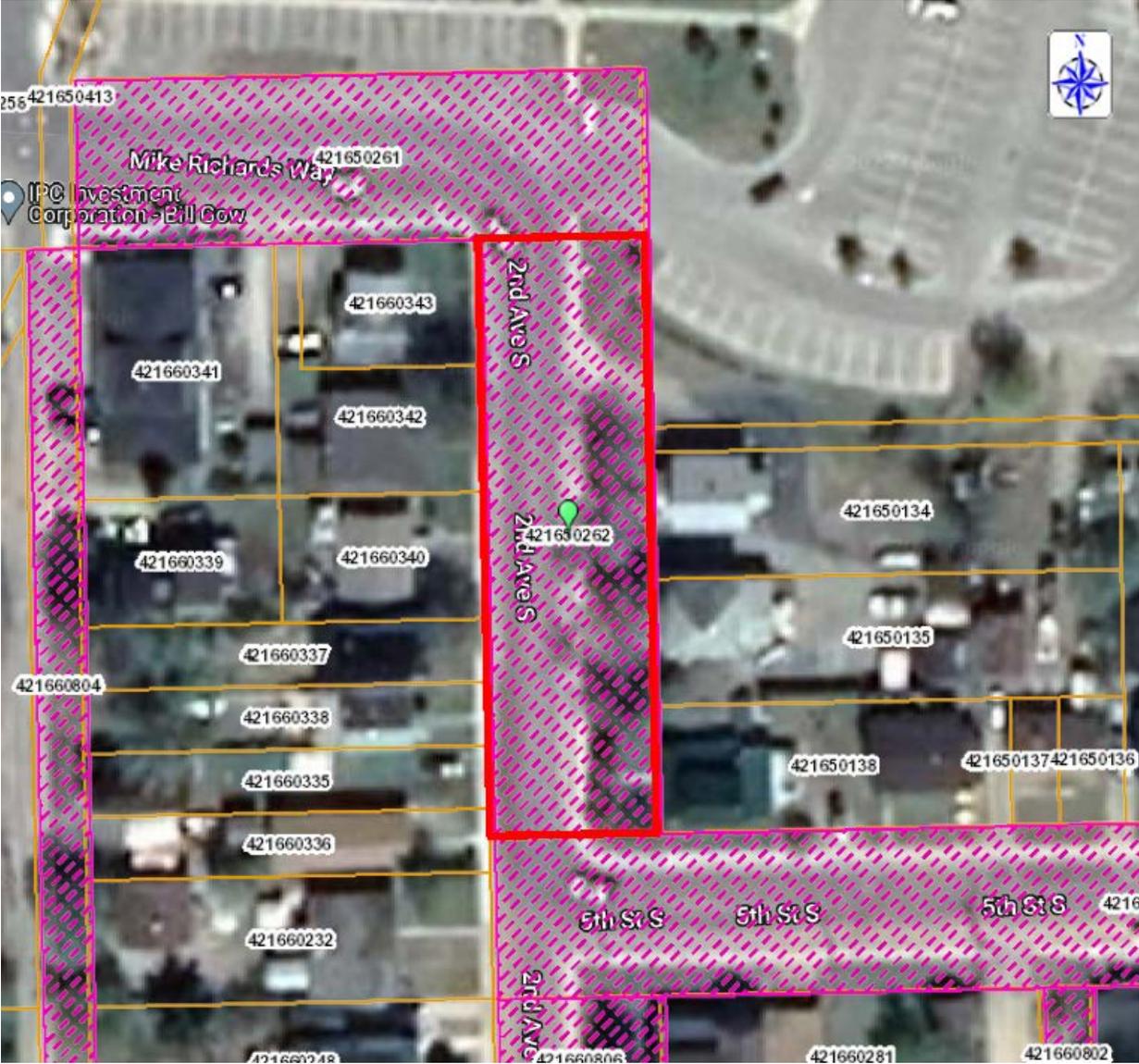
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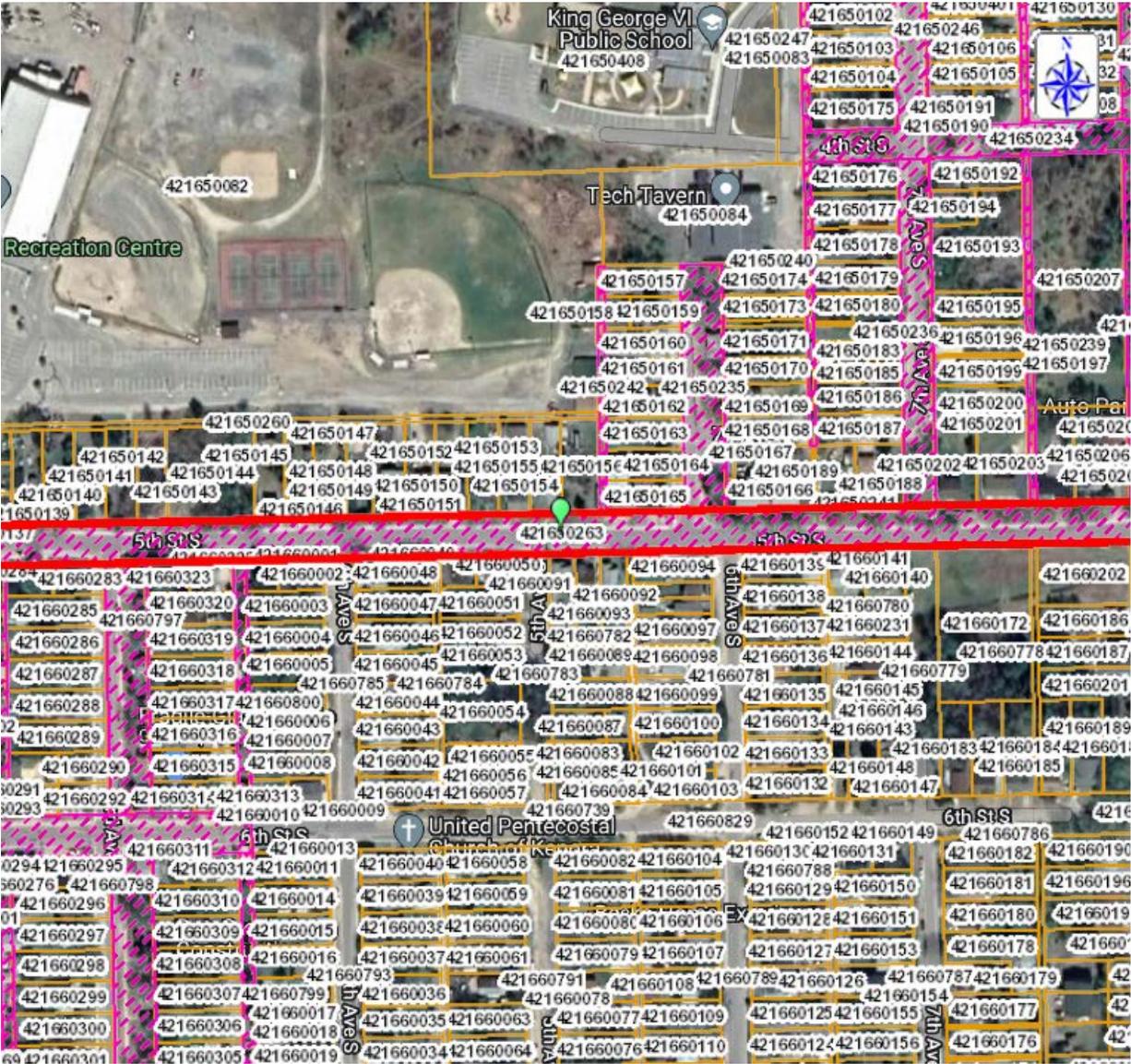
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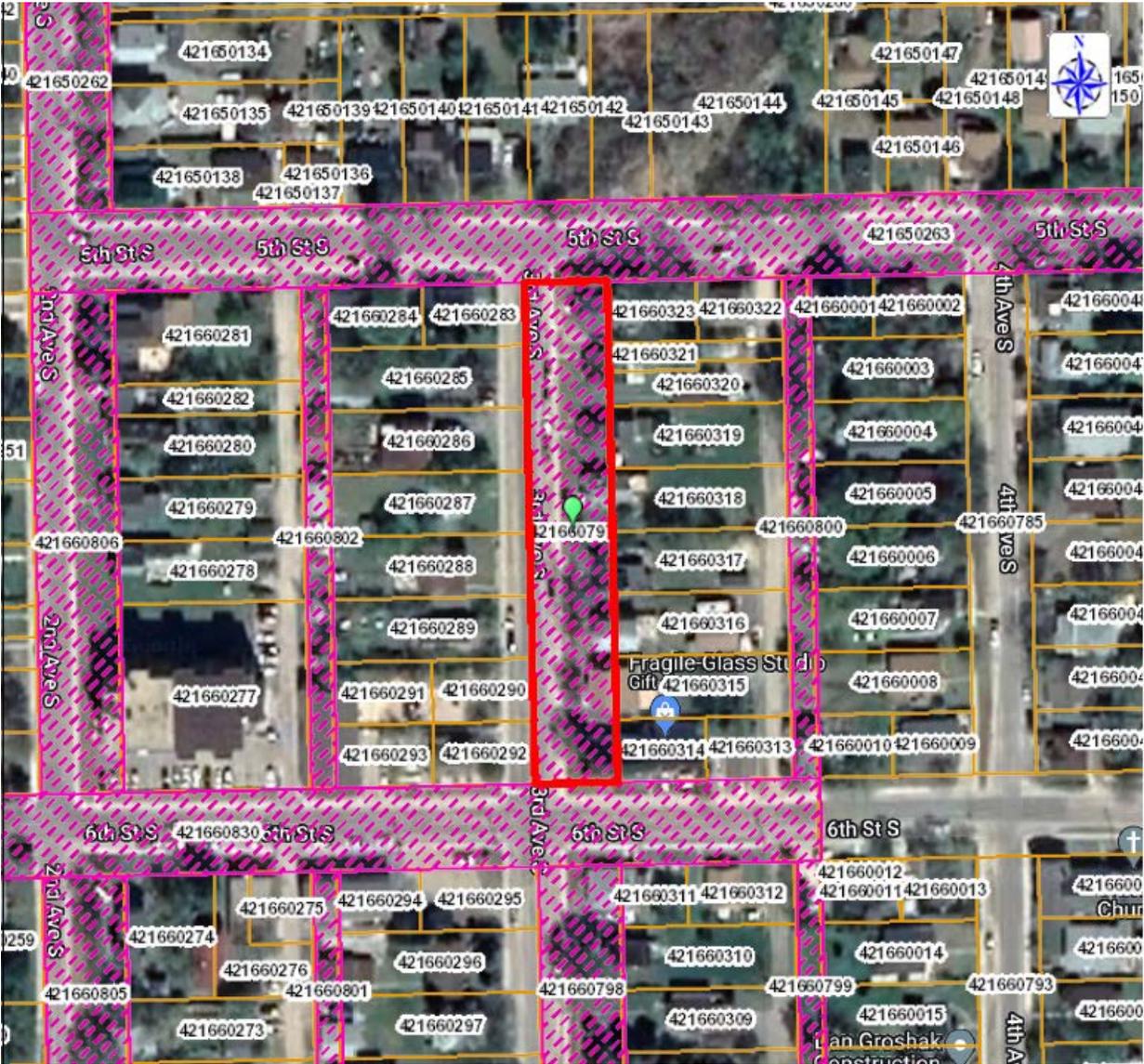
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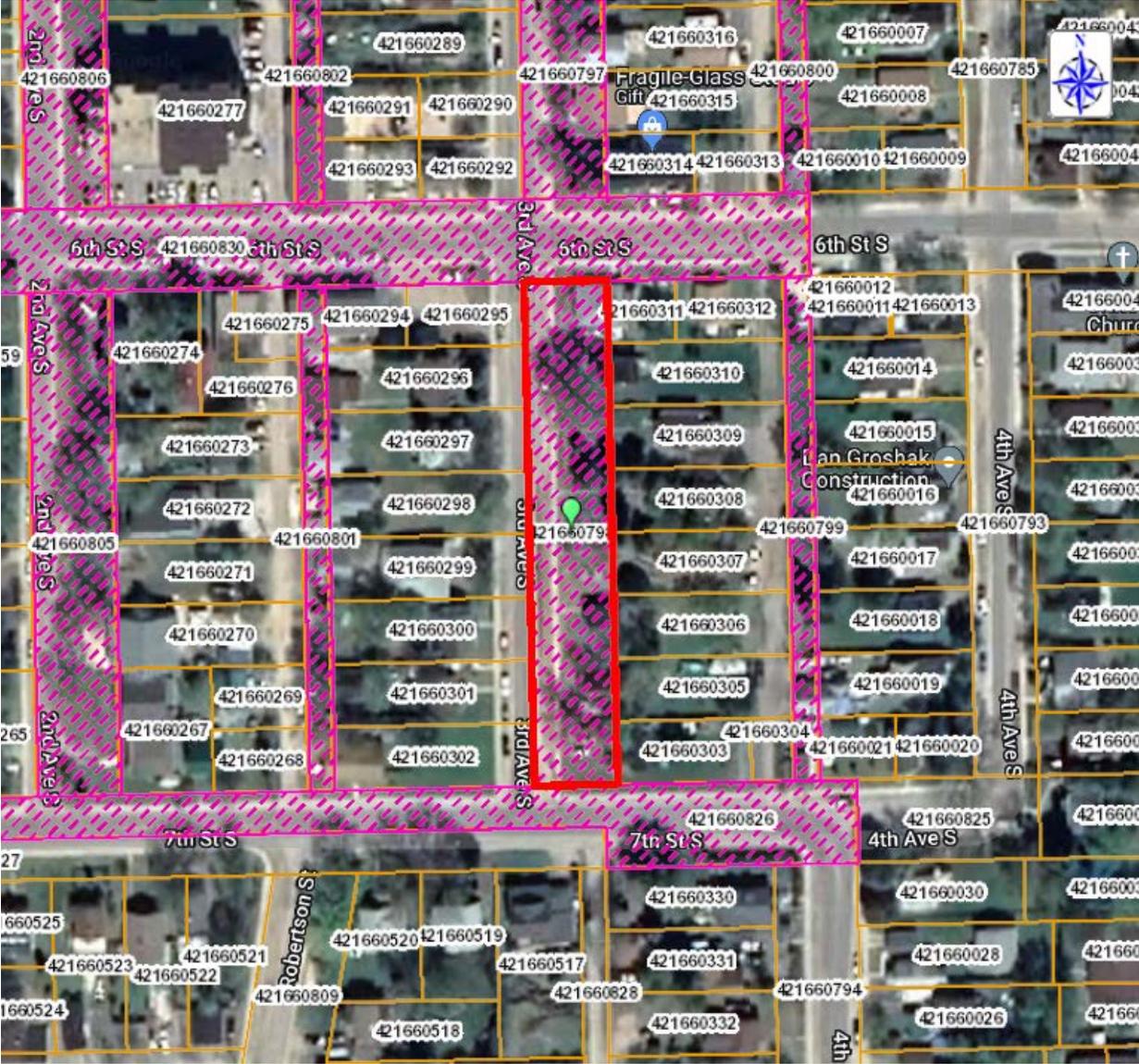
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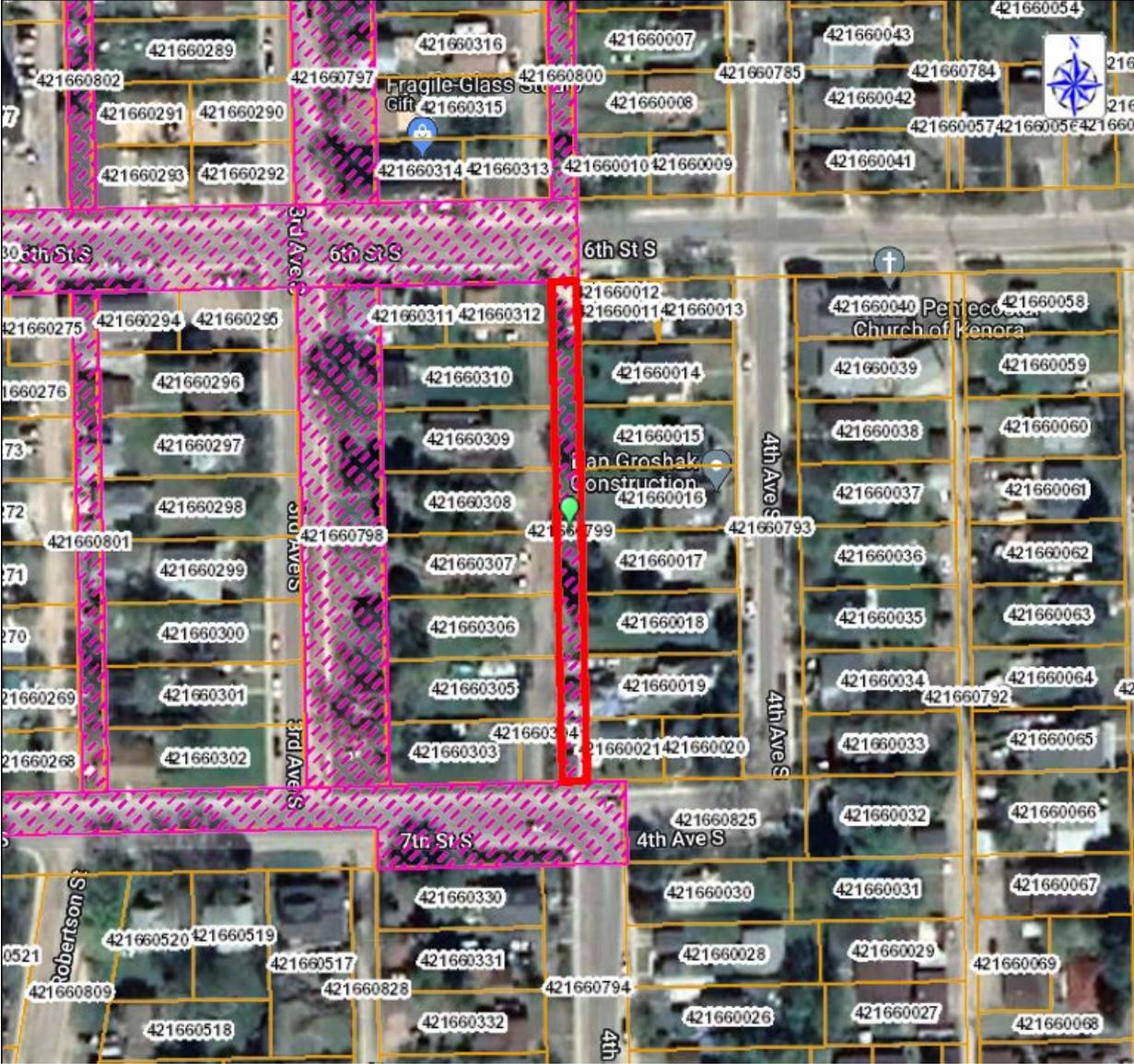
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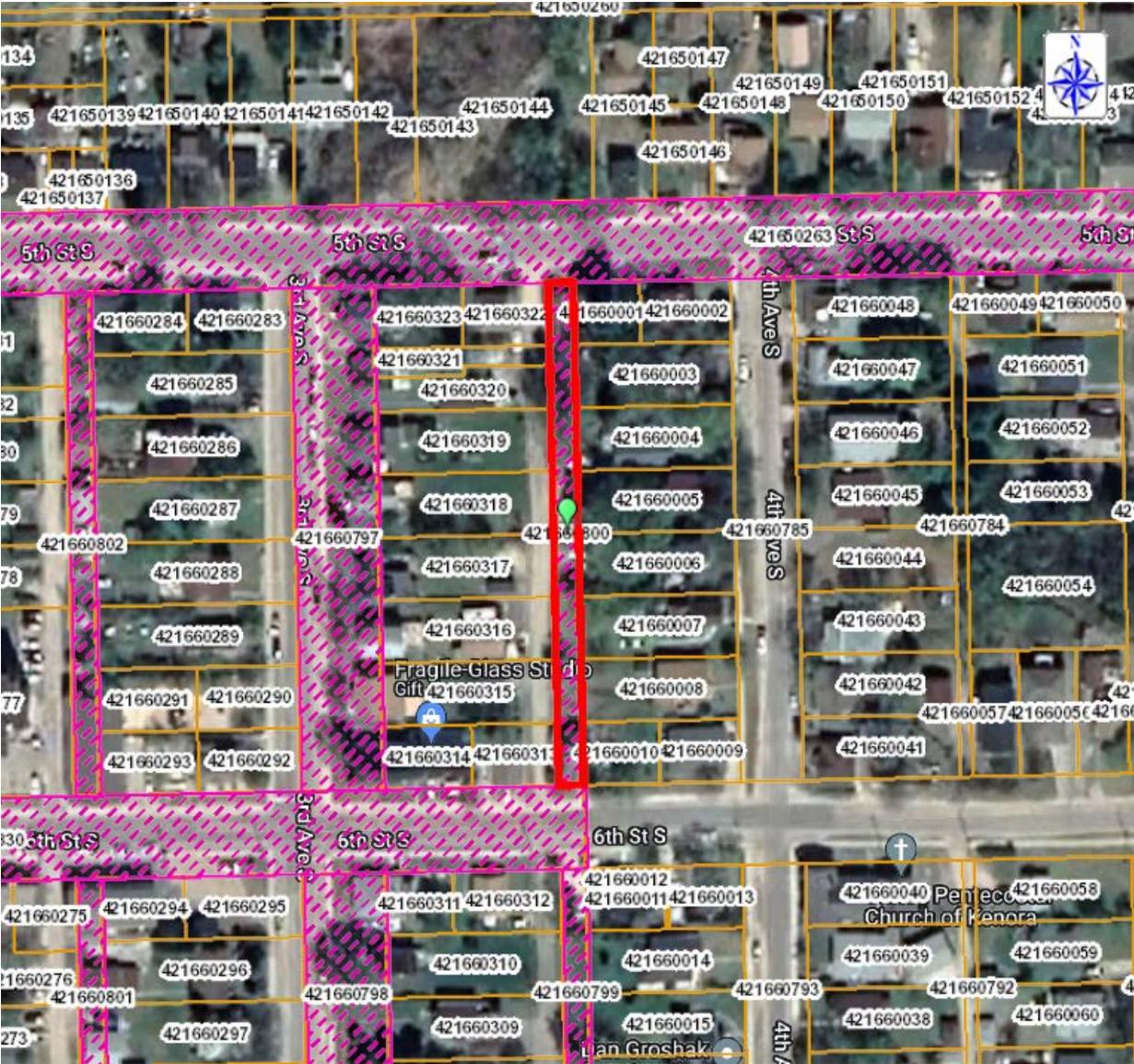
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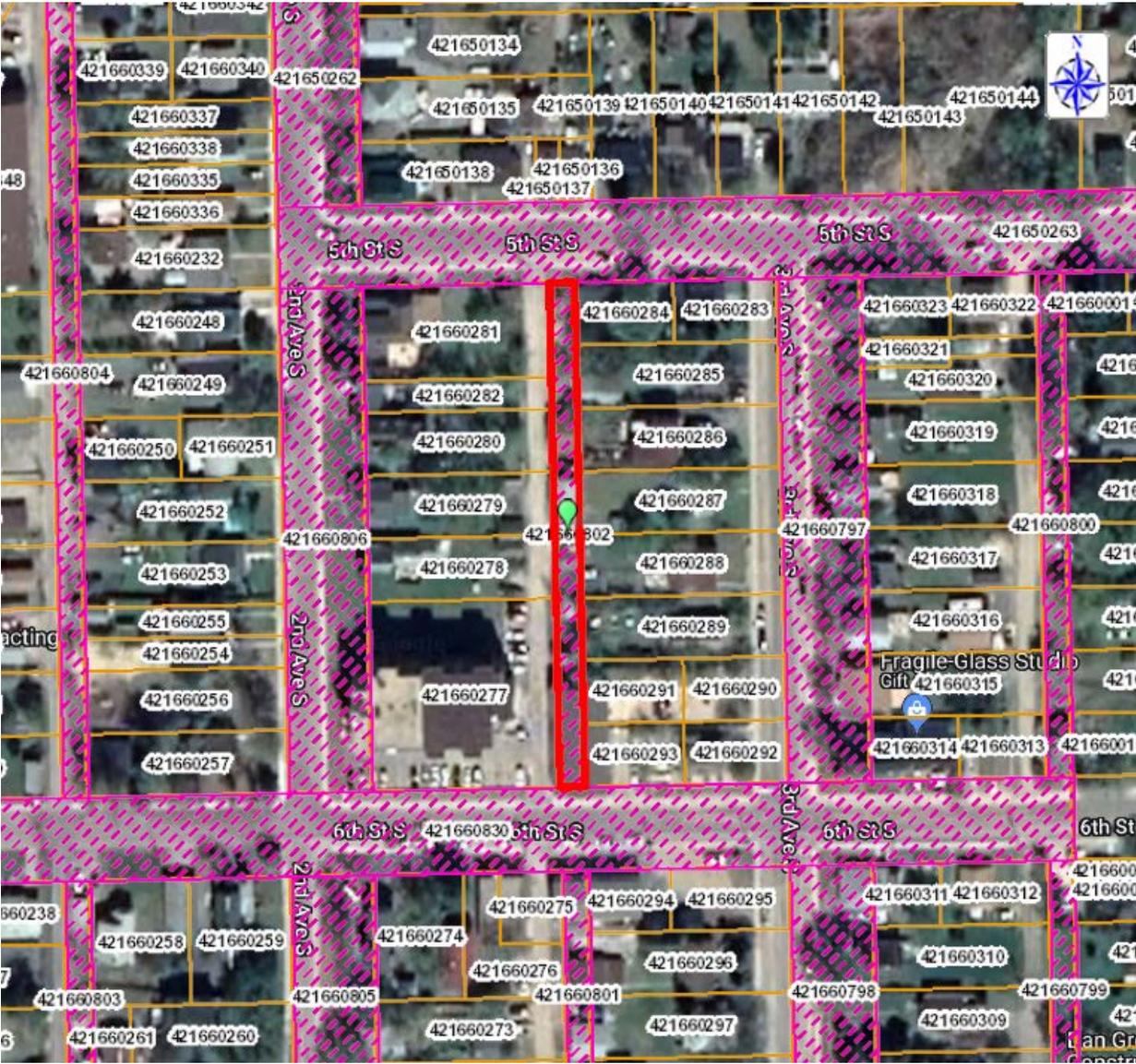


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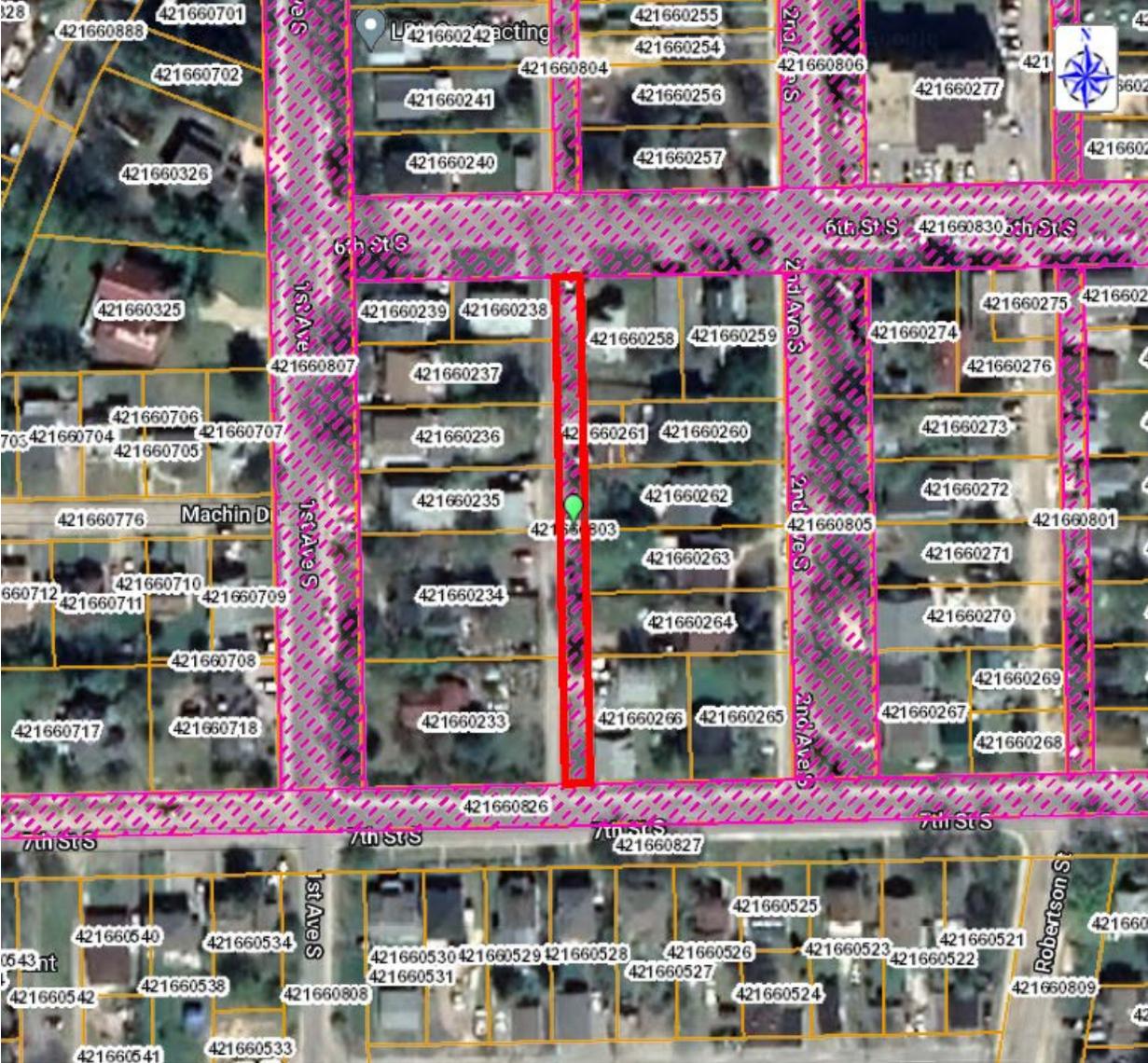




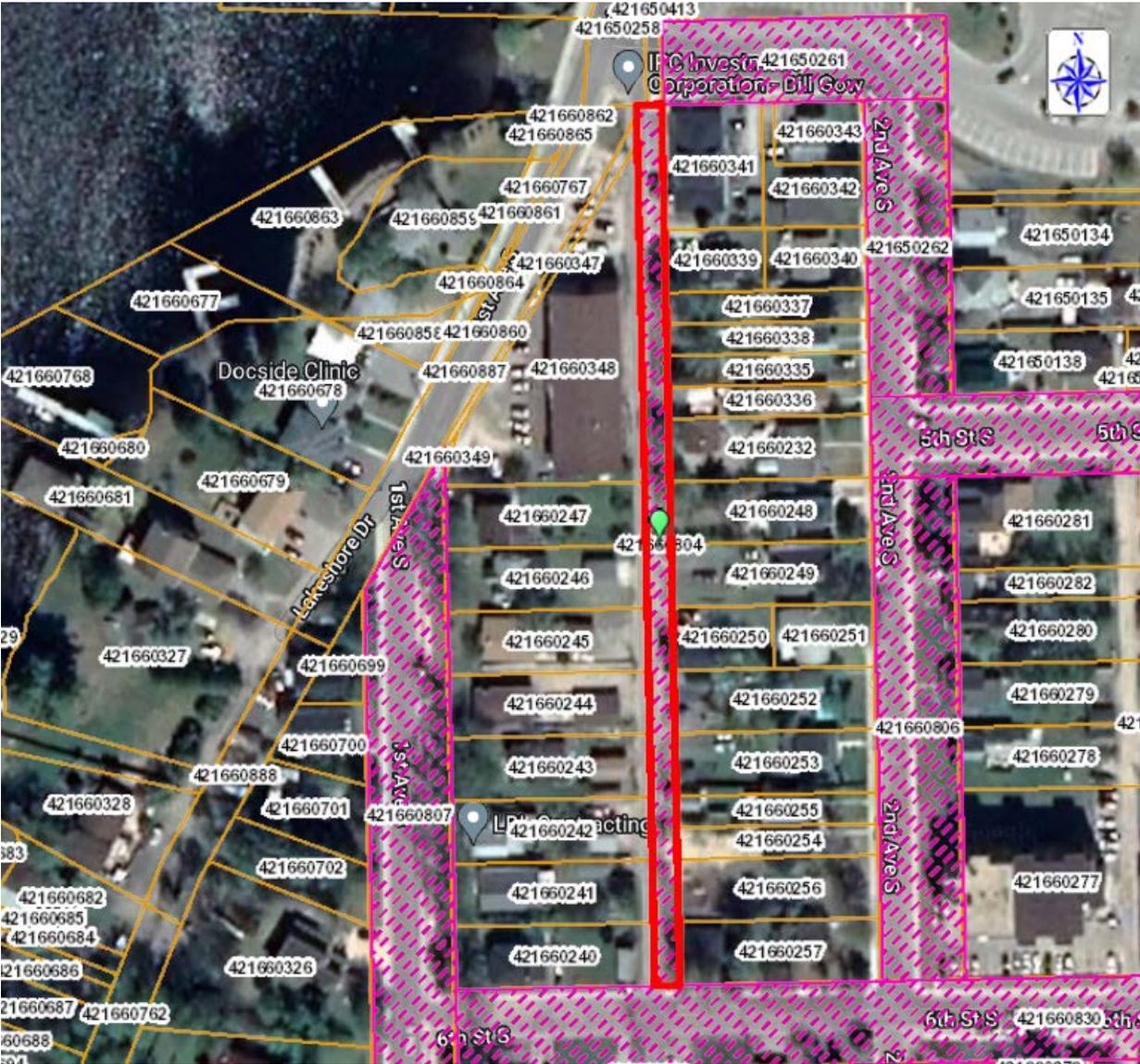
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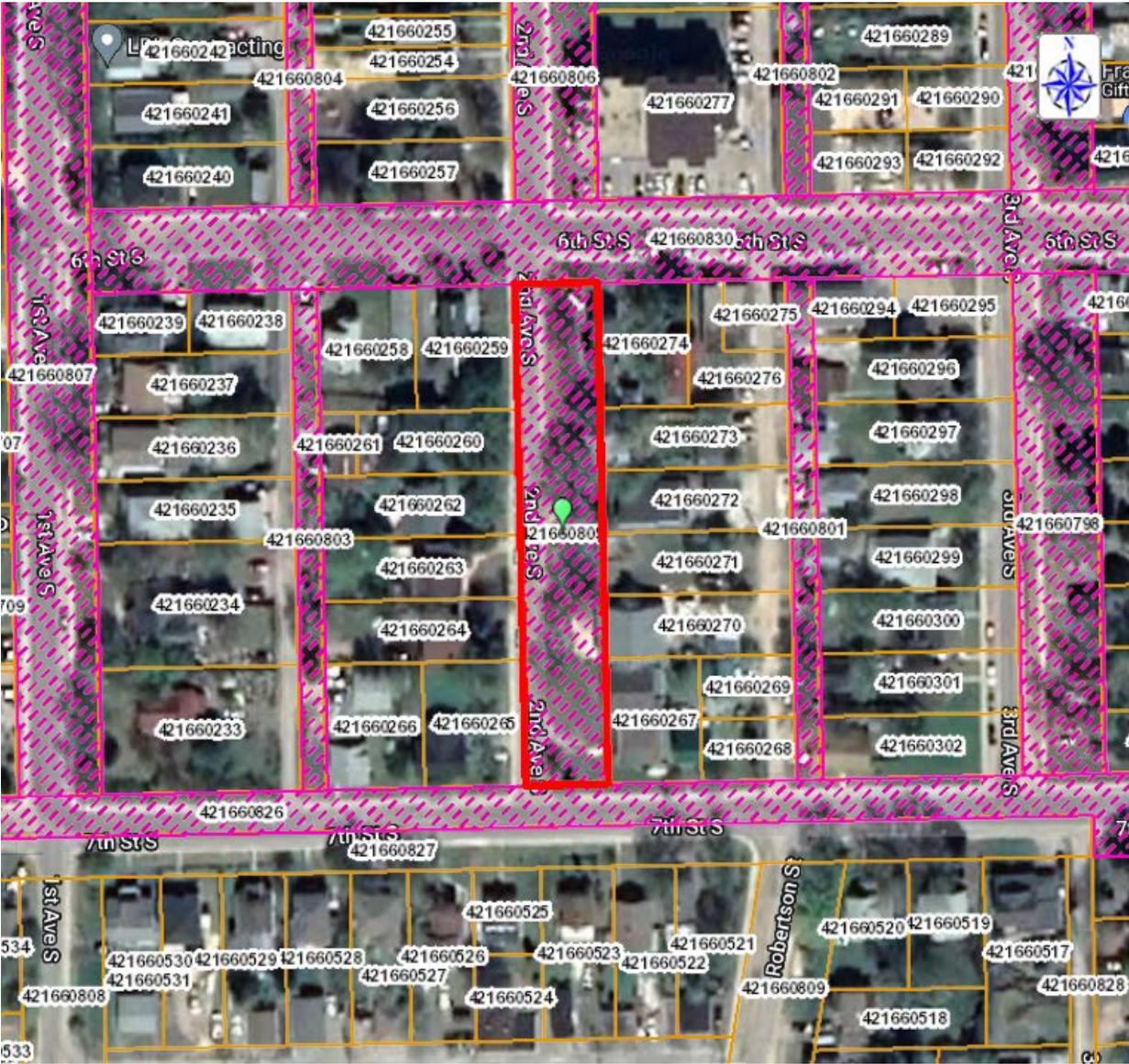
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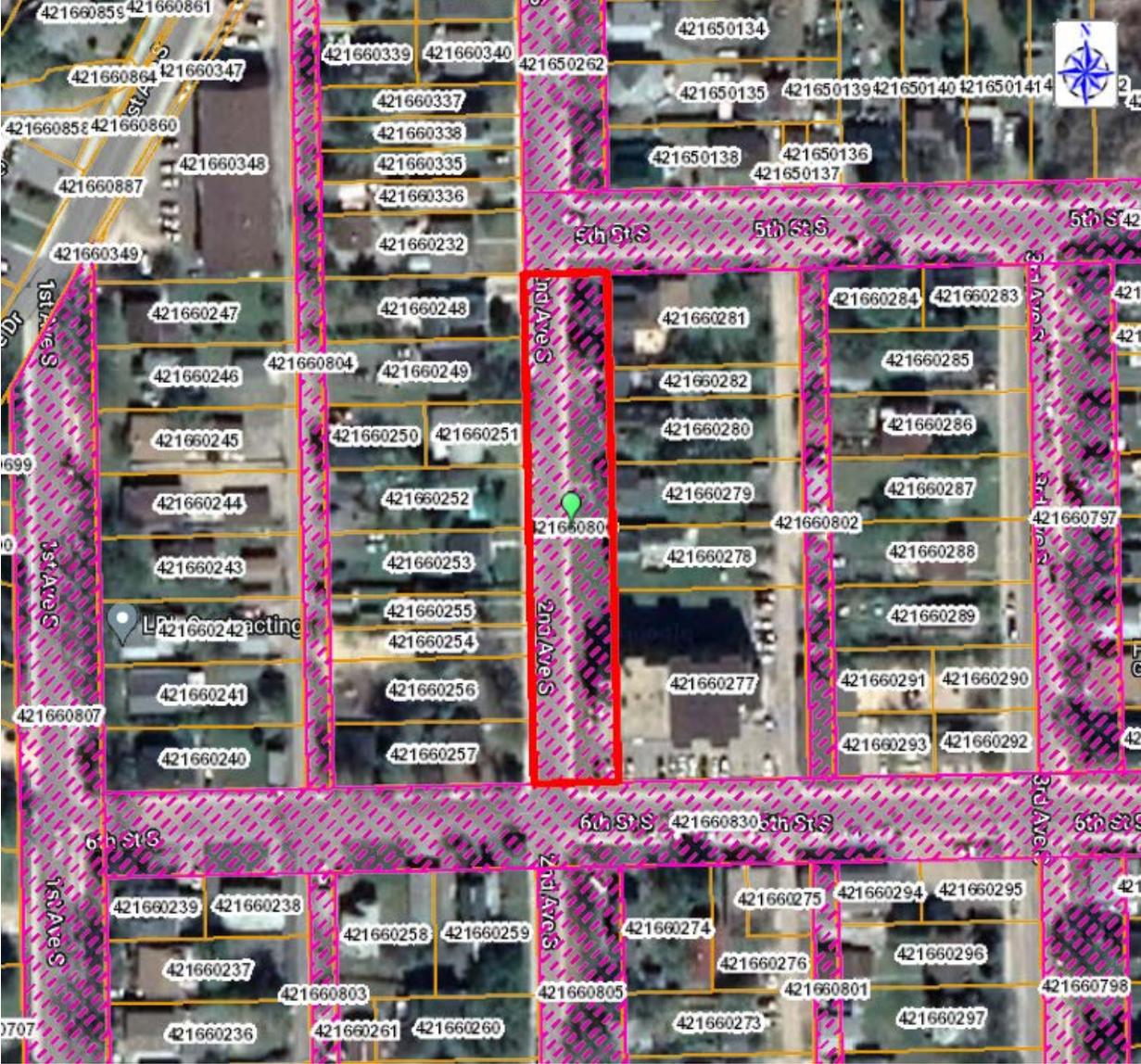
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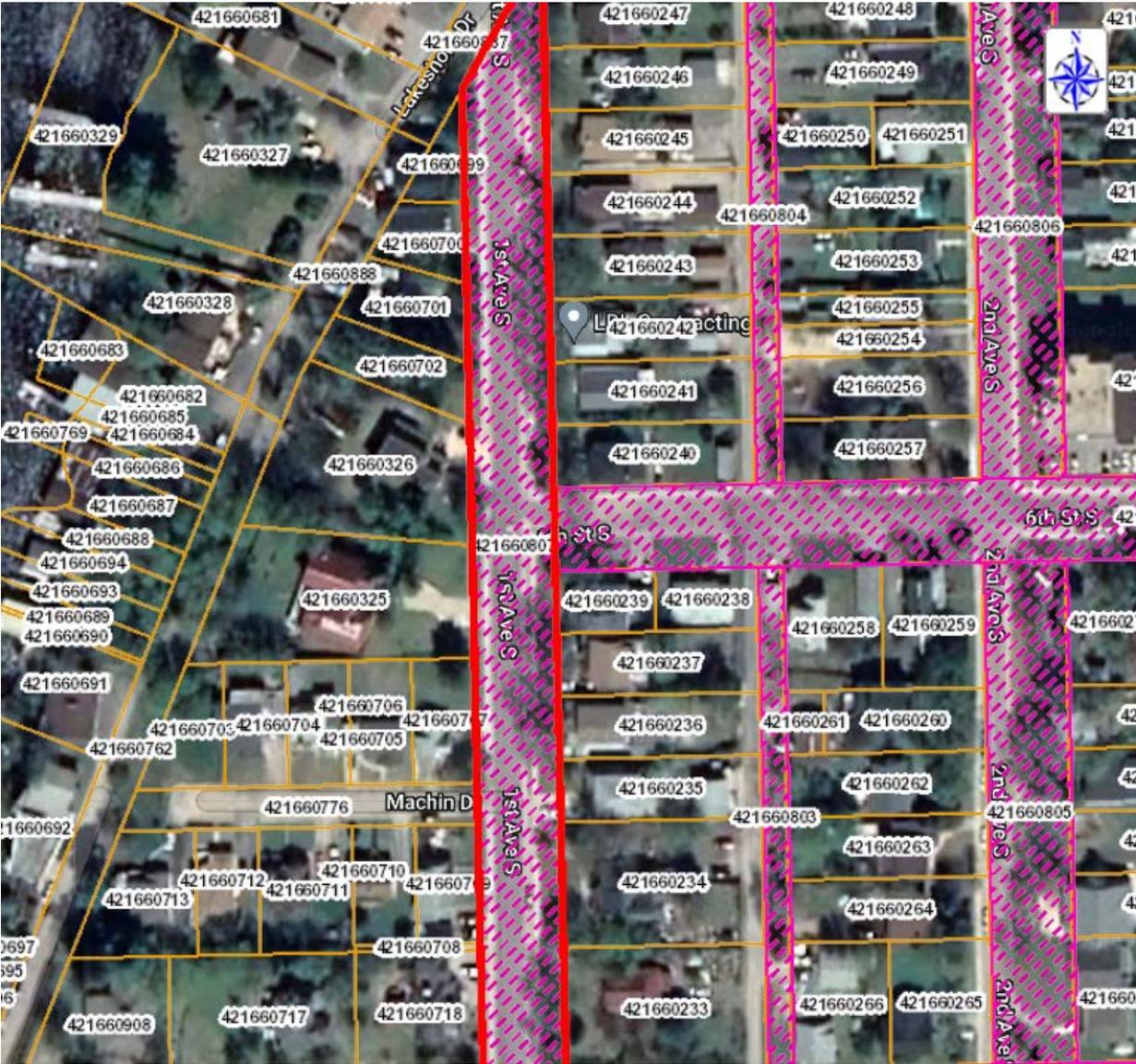
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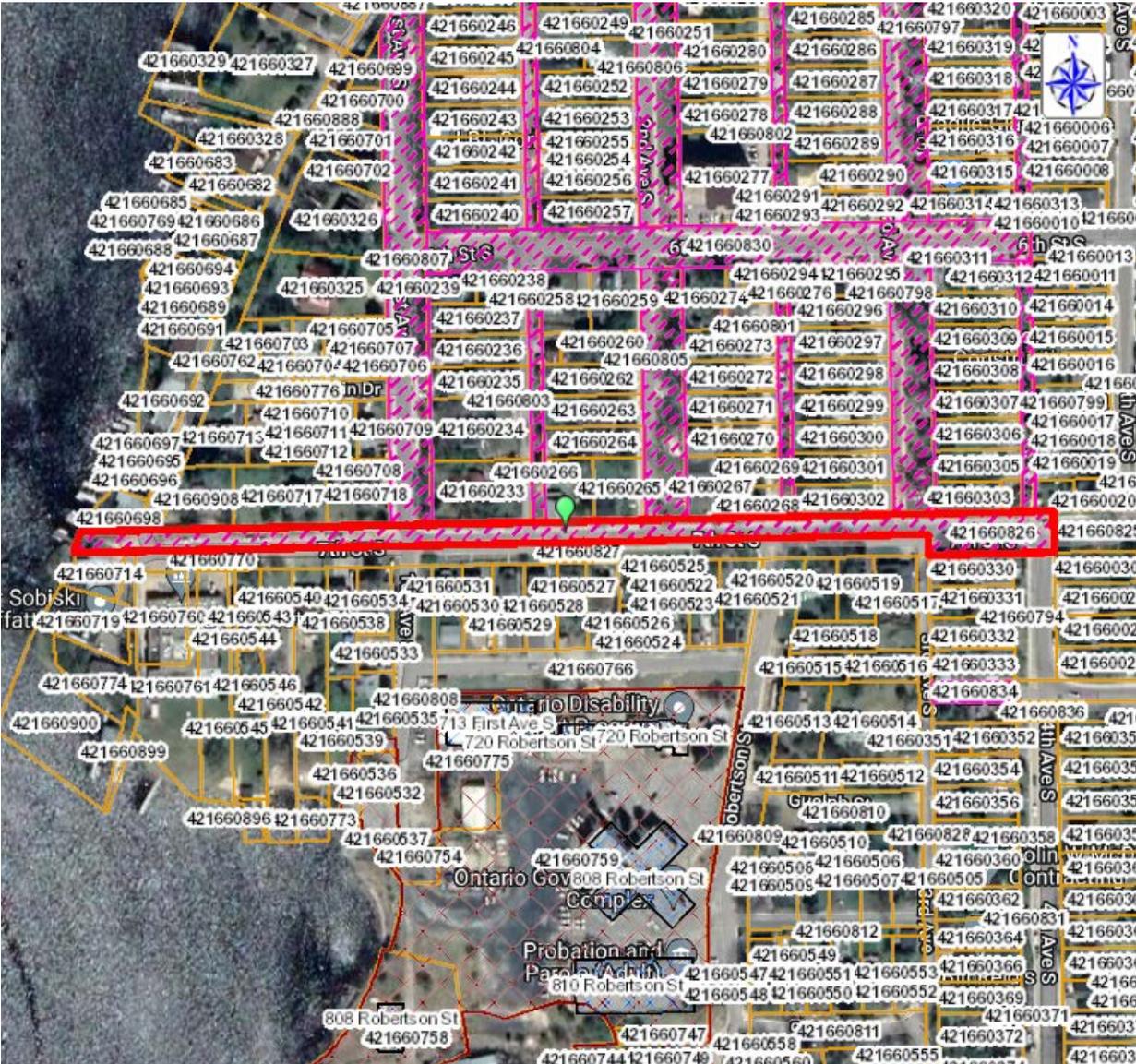
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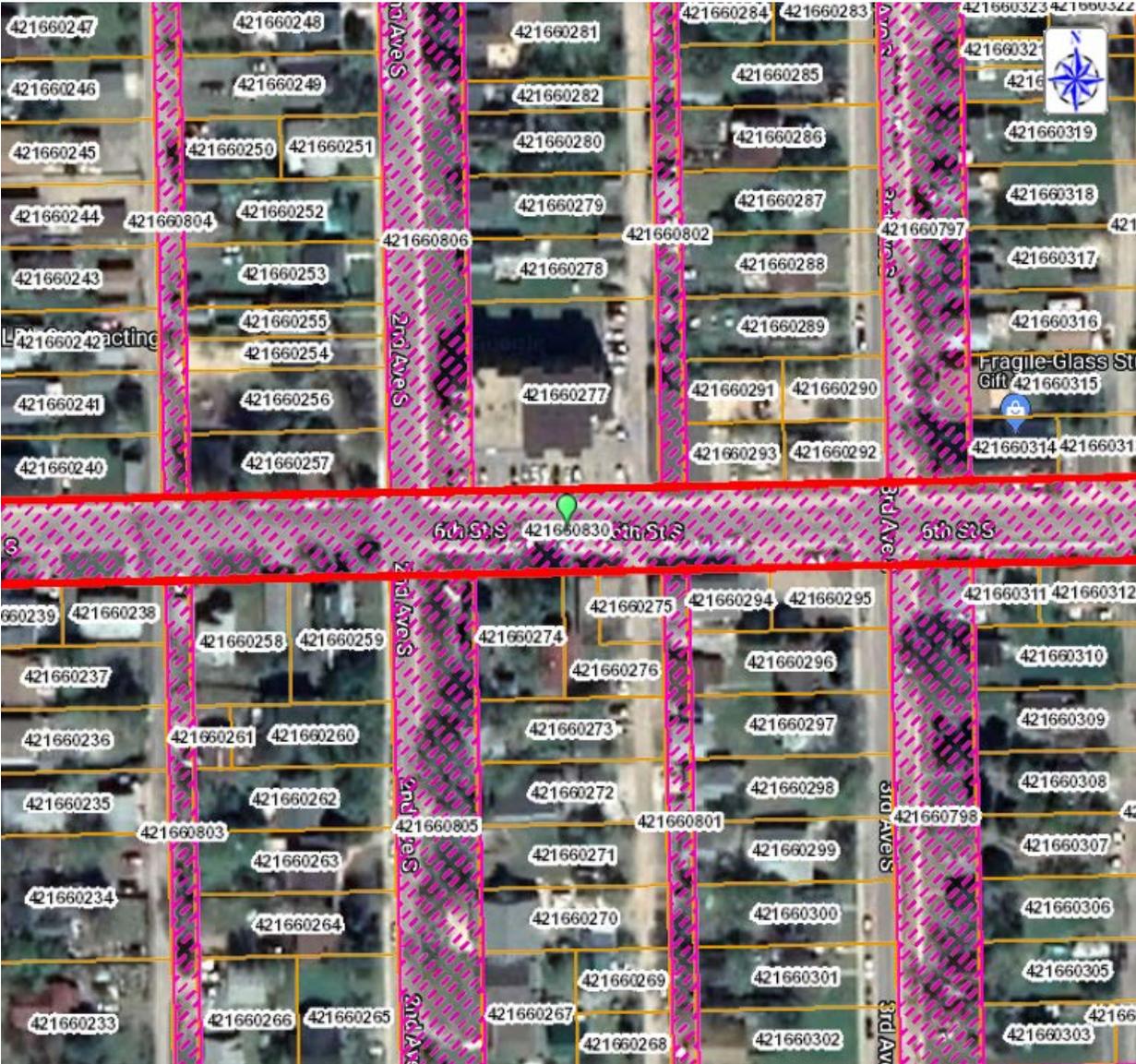
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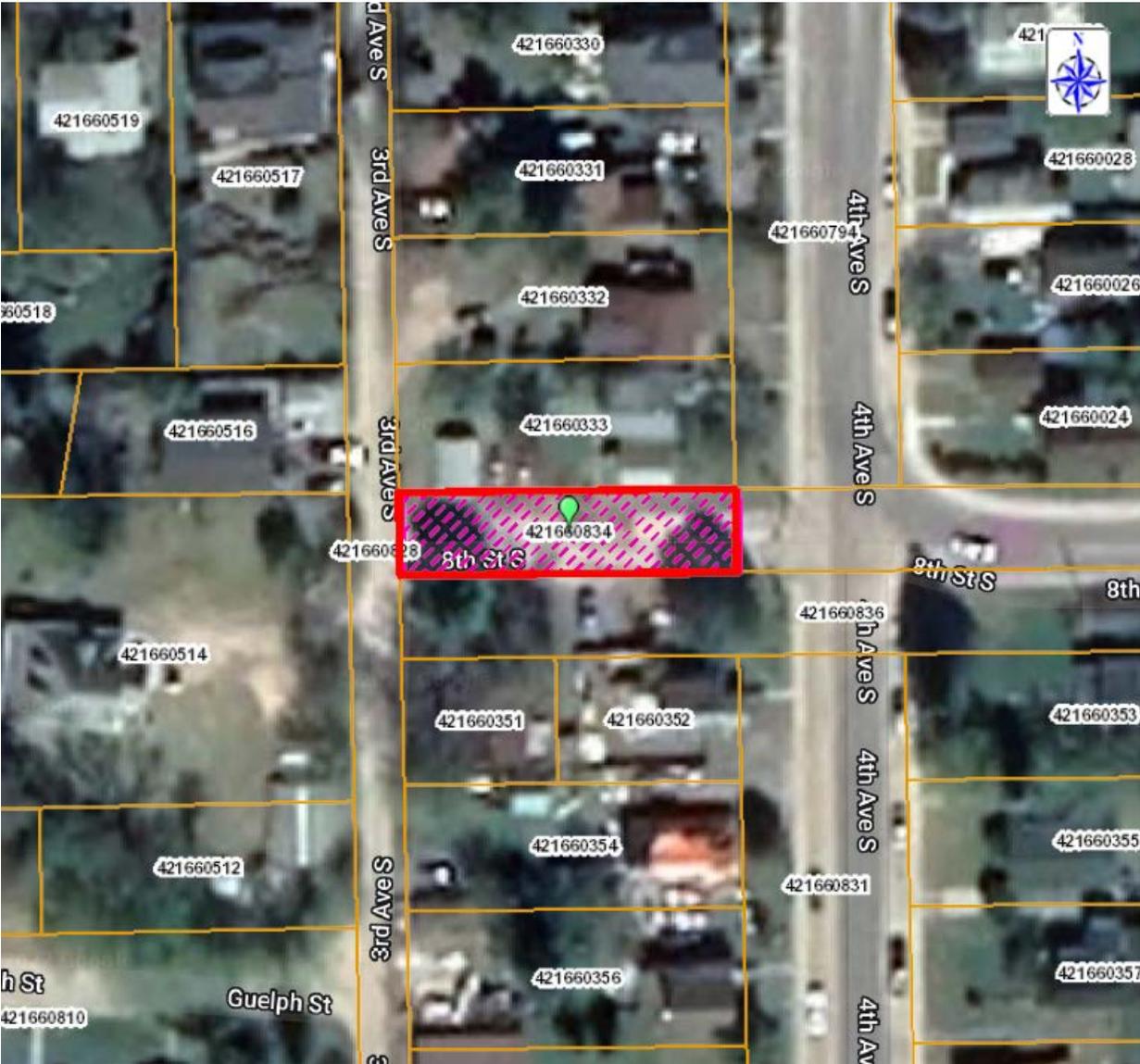
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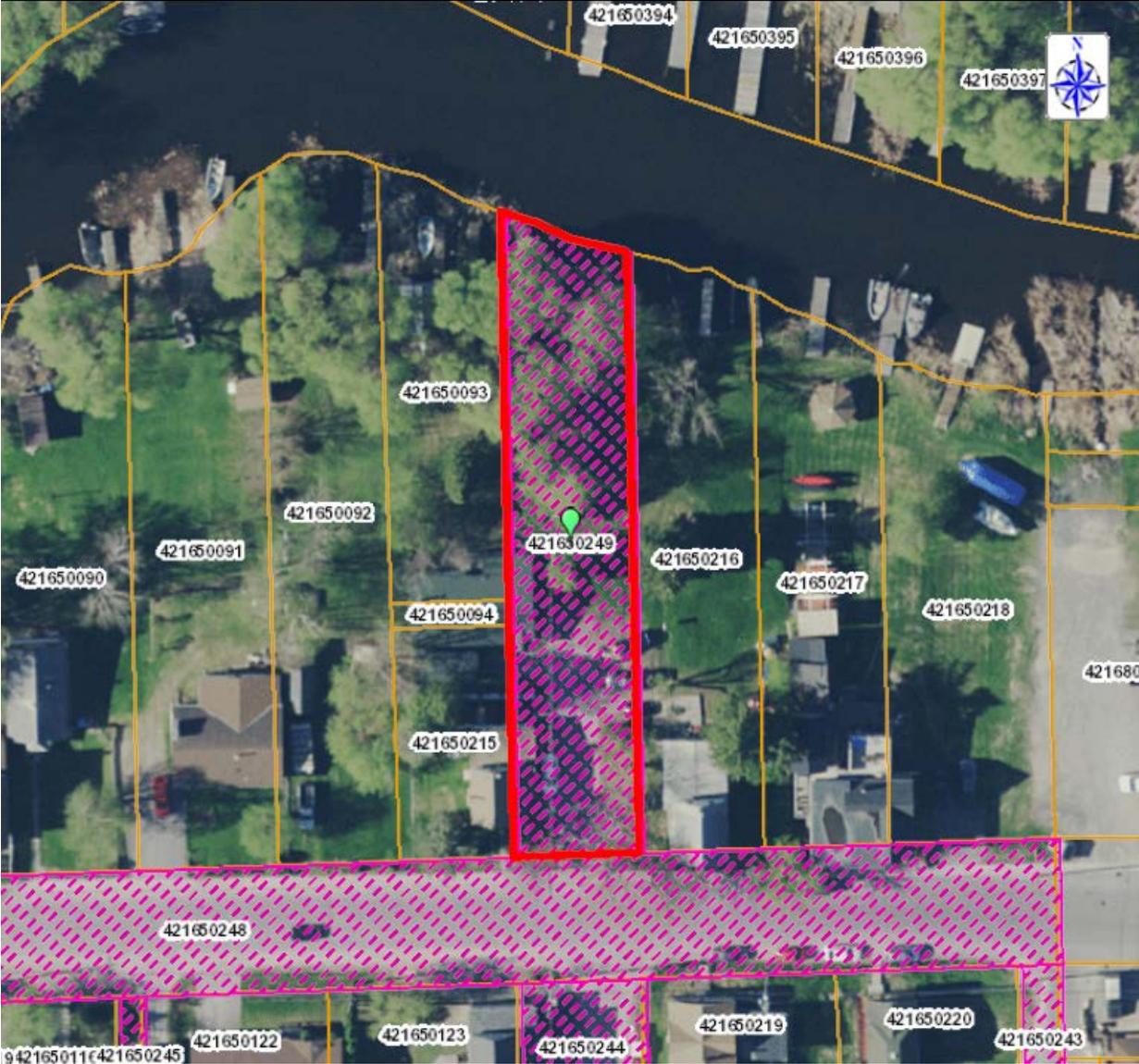
# Property Map of PIN 42166-0830



Property Map of PIN 42166-0834



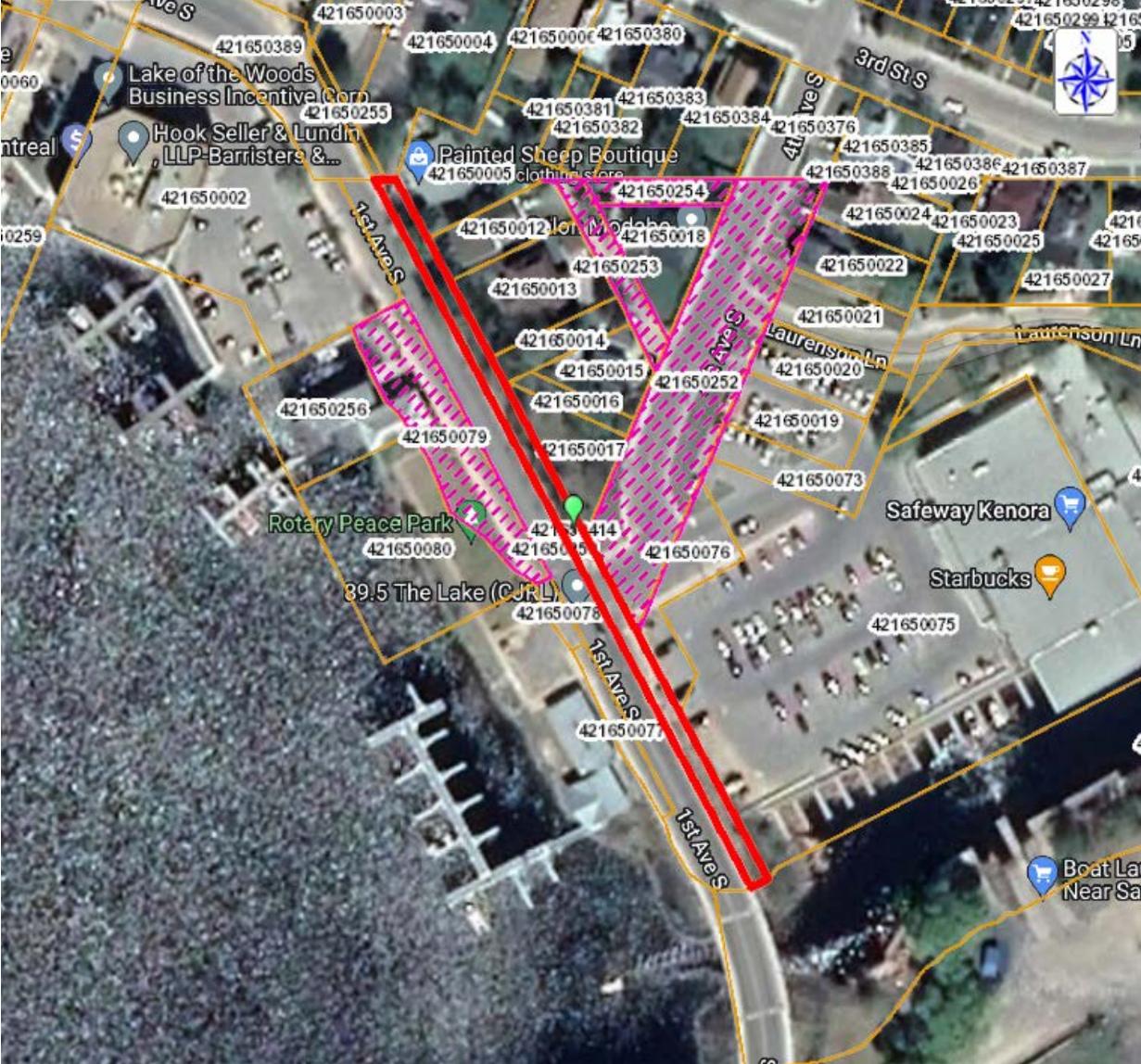
Property Map of PIN 42165-0249



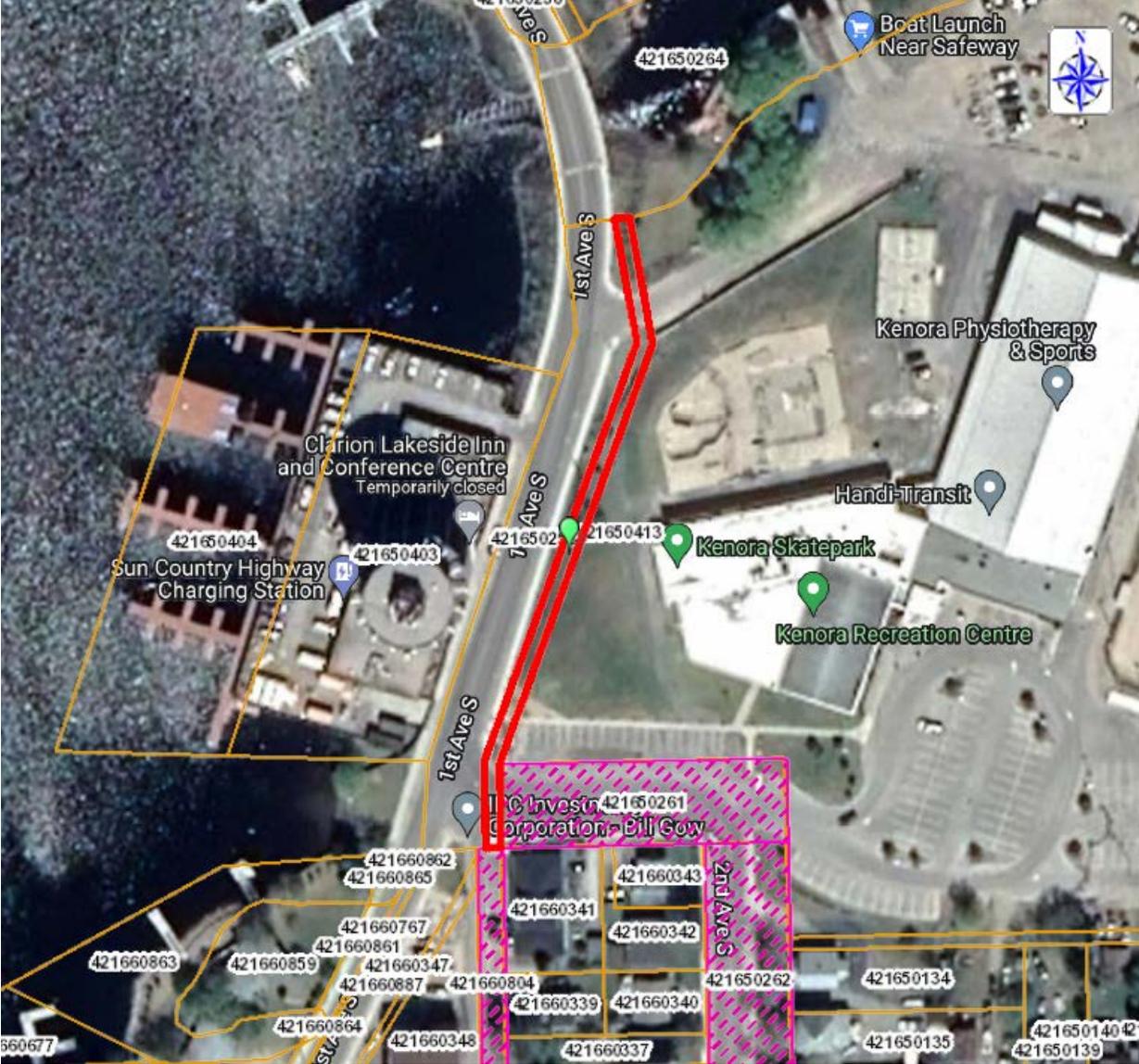
# Property Map of PIN 42166-0887



# Property Map of PIN 42165-0414



# Property Map of PIN 42165-0413





May 27, 2022

## City Council Committee Report

To: Kyle Attanasio, CAO

Fr: Adam Smith, Director of Development Services  
Megan Dokuchie, Economic Development Officer

Re: Amendment to the Municipal Capital Facilities By-law

### Recommendation:

That Council authorizes an amendment to the City of Kenora Municipal Capital Facilities By-law number 109-2019 for Municipal Housing Project Facilities to allow for a mix of affordable and market housing in municipal housing project facilities; and further

That three readings be given to an amending by-law for this purpose.

### Background:

The "Enabling Affordable Housing Action Plan 2018" identified a number of tools that could be implemented to assist in the development of affordable housing within the City of Kenora in the areas of financial incentives, policies and procedures, regulatory, communication and education and advocacy. One specific tool identified is the development of a Municipal Capital Facilities By-law.

Municipalities are authorized to enter into agreements for the provision of municipal capital facilities under the *Municipal Act 2001*, as amended. Municipal housing project facilities are a class of said capital facilities. Agreements can only be entered into if a municipality has enacted a Municipal Housing Facilities By-law.

Council approved the adoption of a Municipal Capital Facilities By-law for Municipal Housing Project Facilities in July 2019. This by-law allows the municipality to provide support for affordable housing projects in the City of Kenora in the form of a conditional grant to offset part of or the full cost of development or as an exemption from all or part of the taxes levied for municipal and school purposes.

The by-law, as approved in 2019, included the provision that all housing units within the Municipal Housing Project Facilities Agreement must meet the definition of Affordable Housing. In application of this tool in efforts to promote affordable housing development in the City of Kenora, it has been noted that many projects under consideration contain a mix of both market and affordable housing, thus making them ineligible for support under the current by-law.

This recommended amendment will position the City of Kenora to support projects that contain a mix of market and affordable housing. Similar to the previously passed by-law the provision of support is at the discretion of Council.

**Budget:** As previously approved, Council will consider requests to enter into a Municipal Capital Facilities Agreement on a case by case basis. Funds for capital assistance are expected to be allocated from the Future Land Development Reserve.

**Risk Analysis:**

There is a risk as it relates to governance, however, this is deemed to be positive as it has the potential to create new private-public partnerships and strengthen existing partnerships between the City and organizations seeking to develop housing in the community. Given it is for the purpose of creating additional affordable housing stock, this is an opportunity that should be pursued.

**Communication Plan/Notice By-law Requirements:** Resolution and By-law required.

**Strategic Plan or other Guiding Document:**

Facilitate opportunities for more and diverse housing development across the housing spectrum.

# The Corporation of the City of Kenora

By Law Number [REDACTED] - 2022

## A Municipal Capital Facilities Bylaw for Municipal Housing Project Facilities

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**Whereas** Section 110 of the *Municipal Act 2001*, as amended, (the “Act”), authorizes municipalities to enter into agreements for the provision of municipal capital facilities by any person, including another municipality; and

**Whereas** under Section 2 of Ontario Regulation 603/06 made under the *Municipal Act*, “Municipal Housing Project Facilities” is a class of municipal capital facilities for the provision of which Municipalities may enter into such agreements and for which assistance may be provided under Section 3 of the said Regulation; and

**Whereas** under Section 7 of the said Regulation 603/06 a municipality may enter into agreements respecting Municipal Housing Project Facilities if only it has enacted a Municipal Housing Facilities By-law and ~~either~~ otherwise complied with the requirements of the said Section 7; and

**Whereas** Council wishes to encourage, promote and assist in the provision of Affordable Housing in Kenora; ~~and~~

**Whereas** Council is desirous of enacting a Municipal Housing Facilities By-law to authorize the City to enter into agreements for the provision of Municipal Housing Project Facilities; ~~and~~

**Whereas** a Housing Project may contain both Affordable Housing which is eligible for assistance hereunder and Market Housing, which is not;

Now Therefore the Council of The Corporation of the City of Kenora Enacts as follows:

1. **Definitions:** In this By-law,

“Act” means the *Municipal Act, 2001*, S.O. 2001, c.25, as amended, and the Regulations thereunder;

“Affordable Housing” means municipal housing which would have a market sales price that would be affordable to those households with incomes in the 60<sup>th</sup> household income percentile or below or rent that would be affordable to those households with incomes in the 60<sup>th</sup> household income percentile or below for the City of Kenora as determined by the Ministry of Municipal Affairs and Housing Provincial Policy Statement - Housing Tables, 2020;

“Affordable Rental Housing: means: Housing where monthly rental costs (excluding utilities) do not exceed 30 percent of the tenant gross monthly Household Income and is rented at or below the average market rent for a rental unit in the City of Kenora

“City” means The Corporation of the City of Kenora;

“Clerk” means the Clerk of the The Corporation of the City of Kenora;

“CHMC” means the Canada Mortgage and Housing Corporation;

“Council” means the Council of The Corporation of the City of Kenora;

“Household Income” means the gross annual income from all sources of all persons who reside in a housing unit, or intend to reside in a housing unit;

“Market Housing” means housing units other than Affordable Housing;

“Municipal Housing Project Facilities” means the class of municipal capital facilities, as prescribed by paragraph 18 of Subsection 2 2(1) of Ontario Regulation 603/06, as amended;

“Municipal Housing Facilities Agreement” means an agreement authorized under Section 2 of Ontario Regulation 603/06, as amended;

“Municipal Housing Facilities By-law” means a by-law enacted by Council pursuant to Section 7 of Ontario Regulation 603/06, as amended, and includes this by-law;

“Proponent” means a person or corporation (private or non-profit) including another municipality with whom the City has entered into or may enter into a Municipal Housing Facilities Agreement under Section 2 of this by-law;

“Rent” means the amount charged for accommodation in a housing unit and is used in this by-law to mean the same thing as a housing charge under the *Co-operative Corporations Act*.

2. Council may pass by-laws authorizing the City to enter into Municipal Housing Project Facilities Agreements with any person, including another Municipality, pursuant to subsection 110(1) of the *Act*, as amended, for the provision of the Municipal Housing Project Facilities.
3. The City shall not enter into an agreement under Section 2 of this by-law unless it has determined that the housing units to be provided as part of the Municipal Housing Project Facilities constitute Affordable Housing or Affordable Rental Housing.
4. Eligibility for Affordable Housing to be provided under a Municipal Housing Project Facilities Agreement shall be determined in accordance with the following:
  - a) For geared-to-income units, or for units with rents at or below 80 percent of Average Market Rent, tenants will be selected in accordance with the *Housing Services Act* if applicable, and otherwise in accordance with any local policies adopted by Council;
  - b) For Average Market Rent Affordable Housing units, eligible tenants will be selected by the landlord through a non-discriminatory process and in accordance with all application legislation.
5. Under no circumstances shall a housing unit be made available to a household any member of which at the time of the commencement of the term of the proposed lease, already owns a residential property, as determined by the Proponent after making all reasonable inquiries, provided that the City may waive this requirement at its discretion.

6. With respect to the provision, lease, operation or maintenance of the Municipal Housing Project Facilities that are subject to the agreement, Council may provide financial assistance or other assistance at less than fair market value or at no cost to the Proponent. Such assistance may include:
  - a) Giving financial assistance to Private and Not-for-Profit Proponents in the form of a conditional grant to offset part of or the full cost of development;
  - b) Exemption from all or part of the taxes levied for municipal and school purposes as provided in Subsection 110(6) of the *Act*.
7. A Municipal Housing Project Facilities Agreement shall contain, but not be limited to, the following provisions:
  - ~~(a) a requirement that each housing unit in the Municipal Housing Project Facilities Agreement shall meet the definition of Affordable Housing;~~
  - a) a requirement that all housing units to be provided as part of the Municipal Capital Facilities fall within the definition of Affordable Housing, so that no assistance is provided in respect of Market Housing within the Housing Project;
  - b) The term of the agreement, which, in the case of rental housing, shall not be less than ten years;
  - c) the number of housing units being provided;
  - d) provisions regarding increases to Rent;
  - e) that, subject to Section 8 of the *this* by-law, units subject to the agreement shall not be rented to the Proponent or shareholders, officers, employees or directors of the Proponent, or any individual not at arm's length to the Proponent or shareholders, officers or directors of the Proponent;
  - f) a registrable description of the property and a provision that the City may register the agreement on title;
  - g) a list of the benefits being conferred on the Proponent under Section 110 of the *Act*;
  - h) the conditions to the financial or other assistance provided to the Proponent;
  - i) that if the Proponent does not comply with the terms and conditions of the agreement, the Proponent shall, if demanded, re-pay to the City the entire amount of benefits conferred under the agreement, together with any costs incurred by the City;
  - j) such provisions and limitations respecting the sale, transfer, mortgage or assignment of the Municipal Housing Project Facilities or any part thereof as the Council may require;

- k) that the Proponent shall be required to submit to the City ~~and~~ an annual report and such further reports and information as the City may require from time to time;
  - l) that the Agreement shall be binding on the Proponents, and the Proponent's successors and permitted assigns;
  - m) that during the period in which the Municipal Housing Facilities Agreement is in force, the Proponent shall, as a condition precedent to a sale or other disposition of the Municipal Housing Project Facilities or any portion thereof, require the Transferee or Lessee to agree to be bound by the terms hereof in a form satisfactory to the City;
  - n) other terms and conditions satisfactory to ~~Kenora~~ **the City** including without limitation, any and all forms of required property transactions together with any general or and specific security as ~~Kenora~~ **the City** considers necessary and desirable ~~or such other provisions as the City may in its discretion require.~~
8. Despite section **Clause** 7(e), units subject to a Municipal Housing Project Facilities Agreement may be rented to directors, officers, or members of the Proponent or individuals not at arm's length from its directors, officers, or members if:
- a) the Proponent is a non-profit housing co-operative as defined in the *Co-operative Corporations Act*, R.S.O. 1990, c.C.35, as amended, or a not-for-profit corporation; or
  - b) the Proponent is at arm's length from any individual or private for-profit corporation with which the director or individual not at arm's length from the director or, as the case may be, has a non-arms length relationship.
9. This by-law may be cited as the Municipal Housing Project Facilities By-law.
10. This by-law shall come into force and take effect upon its passing.

**By-law read a first and second time this [redacted] day of [redacted], 2022**

**By-law read a third and final time this [redacted] day of [redacted], 2022**

**The Corporation of the City of Kenora:-**

\_\_\_\_\_  
**Daniel Reynard, Mayor**

\_\_\_\_\_  
**Heather Kasprick, City Clerk**



May 30, 2022

## City Council Committee Report

**To: Kyle Attanasio, CAO**

**Fr: Adam Smith, Director of Development Services**

**Re: Building Officials Appointment By-law**

### **Recommendation:**

Whereas pursuant to Sections 3(2) of the Building Code Act, S.O 1992 c23, as amended, Council shall appoint a Chief Building Official and such inspectors as are necessary for the enforcement of this Act; and further

That Council hereby appoints Barbara Mocny, Mike McKean, John Drahorat and Grant Schwartzentruber as Building Official(s) under the Building Code Act for the Corporation of the City of Kenora for the purpose of carrying out or enforcing regulations in accordance with the Building Code Act; and further

That Council hereby appoints Gerald Moore and Devon Staley, as Deputy Chief Building Official(s) under the Building Code Act for the Corporation of the City of Kenora for the purpose of carrying out or enforcing regulations in accordance with the Building Code Act; and further

That three readings be given to by-laws to that effect.

### **Background:**

The appointment of qualified building officials is critical to supporting community growth and meeting development priorities. In the absence of these officials, the municipality cannot fulfill obligations under the Building Code Act (BCA) which includes but is not limited to the review and issuance of building permits, necessary inspections for permitted projects and enforcement when obligations under the Act have not been met.

Currently, the City of Kenora has a Chief Building Official and Deputy Chief Building Official that carry out these duties under the BCA. The intent of the appointment by-law is to allow the City to engage the services of RSM Building Consultants to support the Building Division in the event there are unforeseen absences and/or situations in which a complex project may warrant third-party review.

Based out of Kitchener, Ontario, RSM Building Consultants are able to complete most assigned duties virtually. The appointments will not immediately result in assignments, but rather, position the Department to access the additional resource if required. In appointing staff at RSM as Building Officials and Deputy Chief Building Officials, the City maximizes the services available by the company to support the Building Division.

**Budget:** There is no cost associated with the appointments. Costs incurred will only be following services rendered and through the Department's Operating Budget.

**Risk Analysis:** There is a high operational risk associated with the recommendation. However, this is deemed to be an opportunity to ensure that services provided by the Building Division can continue in the event of unforeseen circumstances. Further, it allows staff to engage a third-party that has over 20 years of experience working with municipal governments to support challenging and complex files.

**Communication Plan/Notice By-law Requirements:** Bylaws required.

**Strategic Plan or other Guiding Document:**

Kenora's Strategic Plan

Goal 4.2 Maximize human capacity and capability