



A G E N D A
City of Kenora
Property and Planning Committee of Council
(To be held immediately following Committee of the Whole)

Tuesday, September 10, 2013
City Hall Council Chambers

	Pages
1. 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 September 17, 2013 meeting:-	
i) To authorize the sale of land to Chambers	
2. Declaration of Pecuniary Interest and the General Nature Thereof.	
On today's agenda or from a meeting at which a Member was not in attendance.	
3. Confirmation of Previous Committee Minutes - Motion Required	
- Regular Meeting held August 6, 2013.	
4. Deputations	
N/A	
5. Presentations	
N/A	
6. Reports	
6.1 Purchase & Sale Agreement - Chambers	1 - 2
6.2 City Assumption of Lanes	3 - 4

6.3	City Transfer of Lands from MTO	5 - 12
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6.5	Planning Services Agreement	15 - 16
6.6	Snowmobile Permit Reciprocity	17 - 17
6.7	Kenora Medical Centre Fire Lane	18 - 19
7.	Other Business	20 - 20
	Z04-13 Loughheed Zoning ByLaw Amendment 11:00 a.m.	
8.	Date of Next Meeting	
	Tuesday, October 8, 2013.	
9.	Adjourn to In-Camera Meeting	
	That this meeting be now declared closed at _____ a.m.; and further	
	 That pursuant to Section 239 of the Municipal Act, 2001, as amended, authorization is hereby given for Council to move into a Closed Session to discuss items pertaining to the following:-	
	i) Proposed Disposition of Land (1 item)	
	ii) Security of Property (1 item)	
	iii) Litigation Matter (1 item)	
10.	Close Meeting	



August 21, 2013

City Council Committee Report

TO: Mayor and Council

FR: Tara Rickaby, Planning Administrator

RE: Authorize the Mayor and Clerk to enter into agreement of purchase and sale - Chambers

Recommendation:

That the Council of the Corporation of the City of Kenora authorizes the Mayor and Clerk to enter into an agreement of purchase and sale of property described as M31 Lot 12 to 14 Bulmer PT PCL 15520 for purchase to Hermanson Sondrea Lee, Chambers Roxanne and Chambers Kenneth at the price of \$12,000 + any applicable taxes, legal and transfer fees; and

That the Mayor and Clerk be authorized to enter into an agreement of purchase and sale of property described as Part 1 on Plan 23R 12195, to be consolidated with lands described as Plan M 31 Lot 15, at the price of \$184.84 + any applicable taxes, legal and transfer fees; and further

That the purchaser be responsible for all costs associated with the purchase/sale, including fee for provision of the opinion of value and for those associated with the deeming by-law, including registration and fee.

Background:

In February of 2013, Council adopted the following resolution:

Sale of Lands to Hermanson/Chambers

21. Moved by L. Roussin, Seconded by R. McKay & Carried:-

That the Council of the Corporation of the City of Kenora hereby accepts an offer for lands described as M31 LOT 12 TO 14 BULMER PT PCL 15520 from Hermanson, Sondrea Lee, Chambers, Roxanne and Chambers, Kenneth at the price of \$10,000 + any applicable taxes, conditional upon the lots described above and PLAN M31 LOT 15 TO 16 PCL30925 being deemed not to be lots within a plan of subdivision; and

That the purchaser be responsible for all costs associated with the purchase/sale, excluding fee for provision of the opinion of value, and including for those associated with the deeming by-law, including registration and fee; and further

That the Municipal Solicitor be responsible to coordinate the agreement of purchase and sale and transfers.

The by-law to deem the lots will be adopted at the next regular meeting of Council on September 17, 2013 and then be registerable.
The required advertising has been completed.
Proceeds will be collected upon closing.

Budget: Proceeds to be allocated to planning land sales.

Communication Plan/Notice By-law Requirements:

By Agenda of Property and Planning and of Council; Manager of Property and Planning, Planning Administrator, Manager of Finance and Administration, Managers

August 27, 2013



City Council Committee Report

To: Mayor & Council

Fr: Tara Rickaby, Planning Administrator

Re: City Assumption of Lanes – Plan M. 11

Recommendation:

That the City of Kenora hereby assumes lands described as Fourth Avenue South (Lillie St) Plan M11 lying south of Plan 3; Lane Plan M11 abutting Lots 39 to 42 and Lot 44; and Lane Plan M11 abutting north limit of Lot 44; City of Kenora, in the District of Kenora, for municipal purposes; and further

That the Municipal Solicitor coordinates the process.

Background:

It was recently brought to the City's attention that several lanes between First Ave and Third Avenue South, as well as Fourth Avenue South are still registered in the name of the Western Lumber Company.

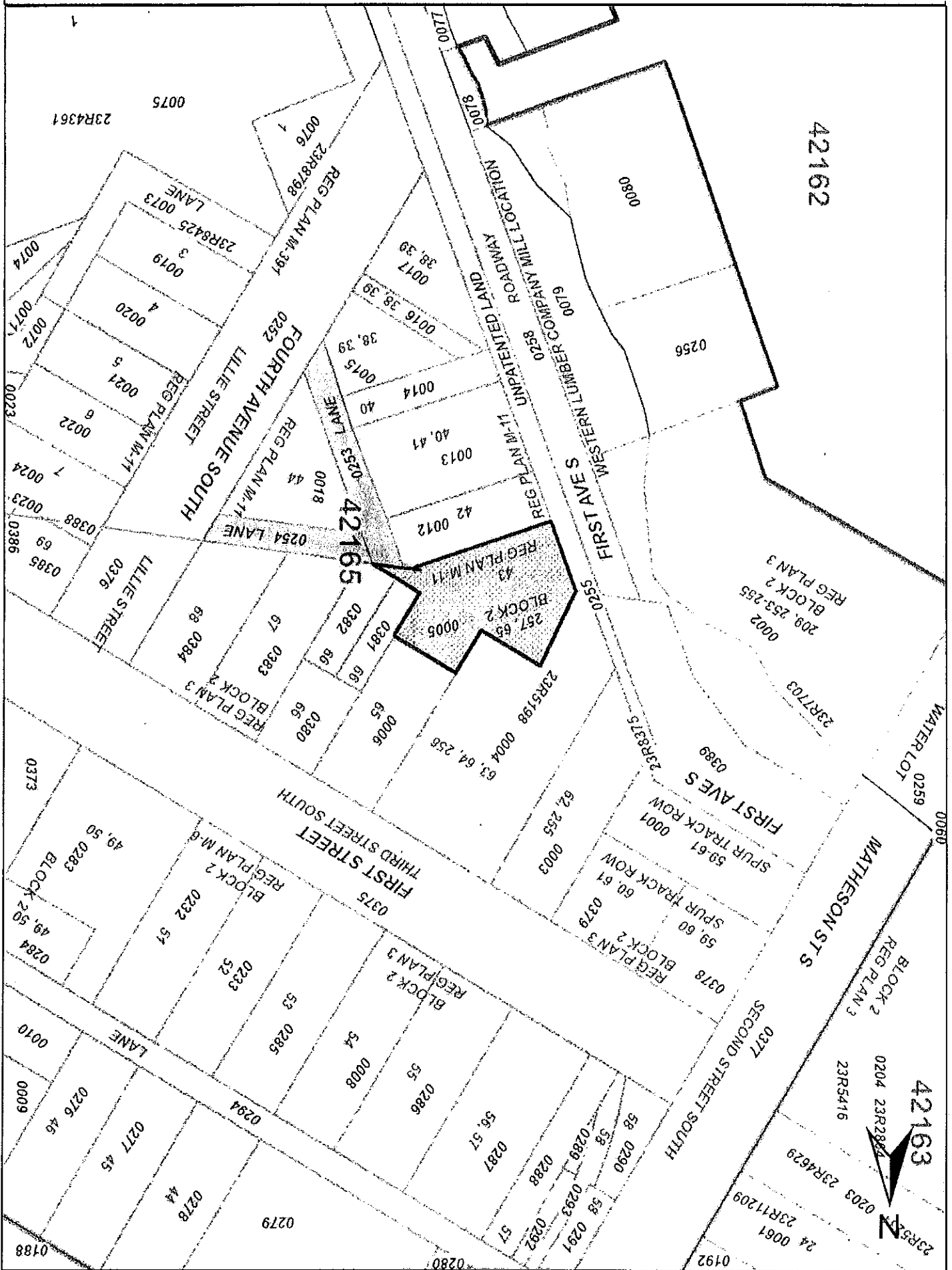
In order to assume the roads/lanes already maintained by the City, the intention must be advertised. This process has been completed and the properties are ready to be transferred.

Budget:

Operations operating approximately \$400

Communication Plan/Notice By-law Requirements:

Notice by agenda of Property and Planning Committee and Council, Operations, Planning, Municipal Solicitor





August 23, 2013

City Council Committee Report

TO: Mayor and Council

FR: Tara Rickaby, Planning Administrator

RE: Authorize Mayor and Clerk to enter into agreement for transfer of lands from MTO

Recommendation:

THAT the Mayor and Clerk be and are hereby authorized to execute any and all documents required to complete the transfer of lands from the Province of Ontario (Ministry of Transportation) described as Part of the N ½ of the South ½ of Lot 3 Concession 7, Geographic Township of Jaffray, City of Kenora, District of Kenora designated as PARTS 1, 2 and 3 on Ministry Plan P-8213-51 deposited in the Land Registry Office for the District of Kenora as Plan 23R-10246, together with a right-of-way over PART 1 on Ministry Plan P-8213-37 deposited in said Land Registry Office as Plan KR-1966, and subject to easements in favour of Hydro One Networks Inc. and Bell Canada over PART 1 on Ministry of Transportation Plan P-8213-53 deposited in said Land Registry Office as Plan 23R-11952 hereinafter known as "the Lands".

Background:

In April of 2013, Council acknowledged its continued interest in obtaining lands located in close proximity to both the Redditt Road and the Kenora By-pass (Highway 17A).

The Ministry of Transportation has agreed to transfer the lands for the sum of \$1. The lands are subject to easements in favour of Hydro One Networks and Bell Canada. The agreement also indicates that that no access to or crossing over the controlled access Highway 17A will be permitted.

Budget: Solicitor review from operating budget.

Communication Plan/Notice By-law Requirements: By agenda on Property and Planning, Council, Municipal Solicitor, Engineering (GIS), Planning

AGREEMENT OF PURCHASE AND SALE

BETWEEN:

HER MAJESTY THE QUEEN in right of the Province of Ontario, represented by the Minister of Transportation for the Province of Ontario

(hereinafter called the "Vendor")

- and -

The Corporation of the City of Kenora

(hereinafter called the "Purchaser")

WHEREAS:

Under this Agreement the Vendor shall sell and the Purchaser shall buy the Land more particularly described as: Part of the N ½ of the South ½ of Lot 3 Concession 7, Geographic Township of Jaffray, City of Kenora, District of Kenora designated as PARTS 1, 2 and 3 on Ministry Plan P-8213-51 deposited in the Land Registry Office for the District of Kenora as Plan 23R-10246, together with a right-of-way over PART 1 on Ministry Plan P-8213-37 deposited in said Land Registry Office as Plan KR-1966, and subject to easements to be registered prior to the Date of Closing in favour of Hydro One Networks Inc. and Bell Canada over PART 1 on Ministry of Transportation Plan P-8213-53 deposited in said Land Registry Office as Plan 23R-11952 hereinafter known as "the Lands".

The Vendor has agreed to transfer the Land to the Purchaser on the terms and conditions set out herein.

NOW THEREFORE in consideration of the mutual covenants hereinafter set forth and other good and valuable consideration, the parties hereto agree as follows:

1. The above recitals are true and correct.

DEFINITIONS

2. As used in this Agreement, the following terms shall have the following meanings:
 - (a) "Authority" means any governmental authority, quasi-governmental authority, agency, body or department whether federal, provincial or municipal, having jurisdiction over the land, or use thereof.
 - (b) "Deposit" means the deposit provided in clause 3 (1) (i) of this Agreement.
 - (c) "Date of Closing," means the day which is thirty days from the date that the Purchaser's Condition (as hereinafter defined) has been satisfied or waived or such other date as the parties or their respective solicitors may in writing mutually agree to.
 - (d) "Inspection Period" means that period of time, which is thirty days following the date of acceptance of this Agreement by the Vendor or the Purchaser, as the case

- may be.
- (e) "Land" means the lands located in the Southwest Quadrant of Highways 17A and 658 in Lot 3 Concession 7 Township of Jaffray being described as Parts 1, 2 & 3 on PLAN 23R-10246, in the City of Kenora,
 - (f) "Minister" means the Minister of Transportation and or her servants or agents.

PAYMENT OF PURCHASE PRICE

- 3. (1) The Vendor agrees to sell to the Purchaser and the Purchaser agrees to purchase from the Vendor the Lands for the purchase price (the "Purchase Price") of \$1.00 (One Dollar) of lawful money of Canada and shall be made payable to the Minister of Finance.
 - (i) the sum of ONE DOLLAR (\$1.00) (the Deposit) by certified cheque or bank draft, as a deposit upon the submission of the Agreement of Purchase and Sale document to be credited to the purchase price on the Date of Closing and
 - (iv) the balance of the Purchase Price, subject to the usual adjustments, by certified cheque or bank draft, on the Date of Closing.
- (2) The Purchase Price of the Lands does not include Harmonized Sales Tax (HST) payable by the Purchaser in respect of the purchase of the Lands pursuant to the Excise Tax Act (Canada) (the "Act"). The Purchaser shall, on the Date of Closing, as a condition of completion of this transaction of purchase and sale, remit to the Vendor payable to the Vendor, by certified cheque or bank draft, the purchase price of the land plus the applicable HST. However, if the Purchaser provides to the Vendor, prior to the Date of Closing, confirmation that the Vendor is a registrant under the Act, including the Purchaser's registration number, together with an undertaking in a form reasonably acceptable to the Vendor to the effect that the Purchaser shall remit as required by the Act any HST payable in respect of the sale of the Lands to the Purchaser and shall indemnify the Vendor in respect of any HST so payable, then the Purchaser shall not be required to remit to the Vendor HST on the Date of Closing as aforesaid.

INSPECTION AND CONDITION

- 4. The Purchaser agrees to purchase the Lands in their current condition on the Date of Closing on an "as-is, where is" basis subject however to the provisions of sections 6 and 7 of this Agreement and further agrees that the Vendor shall not be obligated to perform any work in respect of the Lands in order to bring the Lands, or any part of the Lands into compliance with any applicable standards of any relevant Authority. The Purchaser also agrees not to make any claim against the Vendor in respect of any such work that may be required in order to bring the Lands or any part thereof into compliance.
- 5. Upon the request of the Purchaser, the Vendor shall forthwith deliver letters addressed to such Authorities as may be requested by the Purchaser or its solicitors authorizing each such Authority to release to the Purchaser such information and material presently in their files with respect to the Lands. Provided any such authorizations shall not impose any additional monetary or other obligations upon the Vendor, as owner of the Lands.
- 6. During the Inspection Period the Purchaser shall be allowed to satisfy itself with respect to all matters respecting the condition of the Lands including geoenvironmental and geophysical conditions. The Vendor hereby grants to the Purchaser the right to enter upon the Lands and to conduct such inspections, investigations, surveys, and tests as the Purchaser deems necessary provided that the Purchaser takes all reasonable care in the conduct of such investigations, surveys and tests. The Vendor assumes no responsibility for any claims, demands, costs, damages, expenses and liabilities (together the "Claims") whatsoever arising out of the Purchaser's presence on the Lands or out of its activities on or in connection with the Lands. The Purchaser covenants to indemnify

and save harmless the Vendor in respect of any Claims. The Purchaser further covenants to make good any damage to the Lands caused by the Purchaser or those for whom the Purchaser is in law, responsible, caused during the conduct of such inspections, investigations, surveys and tests, which obligation shall survive the termination of this Agreement.

PURCHASER'S CONDITION

7. This Agreement is subject to the condition set forth in this section, which has been inserted for the sole benefit of the Purchaser, and such condition may be waived by the Purchaser in its sole and absolute discretion, or by its solicitors on its behalf. Each condition shall be waived or fulfilled within the time limits, if any, as set out herein.

If a condition is not fulfilled within the applicable time period and the Purchaser fails to notify the Vendor or the Vendor's solicitors that such condition has been waived within the applicable time period allowed, this Agreement shall be null and void, notwithstanding any intermediate act or negotiations, and, neither the Vendor or the Purchaser shall be liable to the other for any loss, costs or damages, and all deposit monies paid by the Purchaser shall be returned to the Purchaser without deduction.

The condition set out in this section is a condition of the obligation of the Purchaser to complete this Agreement on the Date of Closing and is not a condition precedent to this Agreement.

The said condition (the "Purchaser's Condition") is as follows:

- (a) upon the expiry of the Inspection Period, the Purchaser being satisfied in its sole discretion with respect to the geoenvironmental and geophysical condition of the Land.
8. The Purchaser shall be responsible for and hereby indemnifies and saves harmless the Vendor from any costs, including legal and witness costs, claims, demands, civil actions, prosecutions, or administrative hearings, fines, judgements or awards, including awards of costs, that may arise as a result of the condition of the Lands in respect of its condition as of the Date of Closing. This covenant shall not merge but shall survive the Date of Closing.

VACANT POSSESSION

9. The Purchaser shall have vacant possession of the Lands on the Date of Closing.

PLANNING ACT

10. This Agreement is subject to compliance with Section 50 of The Planning Act, R.S.O. 1990, as amended. The parties acknowledge that the registered owner is by virtue of clause 50(3) (c) of the Act, exempt from compliance with Section 50 and agree therefore that no consent will be obtained for the conveyance or transfer of the Lands .

TITLE

11. The Purchaser shall accept title subject to:
- (a) all easements existing at the date of acceptance of this Agreement;
 - (b) any unregistered hydro easements;
 - (c) other agreements and restrictions on title to the extent that they have been complied with;
 - (d) any restriction contained in this Agreement may, at the Vendor's discretion, be included on the Transfer/Deed of land to the Purchaser, including any restriction,

term or condition contained in this Agreement which has not been fulfilled on the Date of Closing.

INVESTIGATION OF TITLE

12. (a) The Purchaser shall have **thirty (30) days** from the Date of Acceptance of this Agreement to investigate title at the Purchaser's expense and if within that time the Purchaser furnishes the Vendor in writing with any valid objection to title which the Vendor is unwilling or unable to correct, this Agreement shall be terminated notwithstanding any intermediate acts or negotiations with respect to such objection and the deposit money shall be returned to the Purchaser without interest and the Vendor shall not be liable for any costs or damages.

The Purchaser agrees not to call for the production of any title deed, abstract, survey or other evidence of title to the Lands except such as are in the possession or control of the Vendor.

- (b) The Purchaser shall satisfy itself as to compliance with any Subdivision or other Agreement or restriction and the Vendor shall have no obligation to obtain any release or to provide any evidence of compliance.

ASSIGNMENT OR REGISTRATION

13. The Purchaser shall not assign or register this Agreement or any assignment of this Agreement or any part of either or register a Caution in relation thereto without first obtaining the prior written consent of the Vendor, which consent the Vendor may arbitrarily withhold.

PREPARATION OF DOCUMENTS

14. The Transfer/Deed of Land will be prepared in registrable form by the Vendor except the Affidavit of Residence and Value of the Consideration, and each party shall pay its own legal and registration costs.

GENERAL

15. The Purchaser warrants that the Purchaser is not a non-resident of Canada pursuant to the Land Transfer Tax Act (Ontario).
16. Time shall be of the essence.
17. Any covenants in this Agreement not completed on or before the Date of Closing shall survive the closing of this transaction.
18. Any tender of documents or money hereunder may be made upon the Vendor or the Purchaser or their respective solicitors on the Date of Closing.
19. Signature of this Agreement by the Purchaser and submission thereof to the Vendor constitutes an offer under seal which is irrevocable until midnight on the **30th day of October, 2013**. This Agreement when accepted constitutes a binding contract of Purchase and Sale. If this offer is not accepted by the Vendor, the deposit monies will be returned to the Purchaser without interest or deduction.
20. This Agreement constitutes the entire agreement between the parties and there is no representation, warranty, collateral agreement or condition affecting this Agreement or the land other than expressed herein.
21. Whenever the singular is used in this Agreement it shall mean and include the plural and whenever the masculine gender is used in this Agreement it shall mean and include the feminine gender if the context so requires.

22. The Purchaser certifies that there is no conflict of interest (actual or potential) nor has there been access to confidential information related to this sale transaction.

VENDOR AND PURCHASER MUTUALLY AGREE

23. The deposit will be held by the Vendor without interest. If the Purchaser fails to pay the balance of the Purchase Price within the time limit under this Agreement, the Vendor may elect to terminate this Agreement. Thereupon the deposit will be forfeited to the Vendor. The Vendor may then sell, lease or otherwise dispose of or deal with the Lands free of any claim of the Purchaser.

NOTICE

24. Any notice under this Agreement is sufficiently given if delivered personally or if sent by registered prepaid mail or prepaid courier or by electronic facsimile machine address to the Purchaser at:

Chief Administrative Officer
City of Kenora
1 Main Street South
Kenora ON P9N 3X2

and to the Vendor at:

Ministry of Transportation
Property Section
615 James Street South
Thunder Bay ON
P7E 6P6

Attention: Head of Property
Telephone: (807) 473-2058
Facsimile: (807) 473-2167

Or at such other addresses as the Vendor and the Purchaser may designate from time to time. Any such notice shall be conclusively deemed to have been given and received upon the same day if personally delivered or sent by facsimile or, if mailed, three (3) business days after the same is mailed. Any party may, at any time by notice given in writing to the other party, change the address for service of notice on it.

ADDITIONAL TERMS & CONDITIONS

25. The Purchaser hereby acknowledges purchasing this property subject to all rules, regulations, directions or restrictions imposed by statute or municipal by-law or otherwise, governing the use of the subject property, and the Purchaser hereby assumes all of the obligations and risks associated therewith.
26. The Vendor gives no warranty concerning the condition of the property or as to the purpose for which it may be used.
27. It is understood and agreed that the title to the subject property will be conveyed in the following manner: THE CORPORATION OF THE CITY OF KENORA
28. The Vendor and Purchaser agree the subject land is being conveyed to the Purchaser for a nominal price of \$1.00. If within ten (10) years of the date of the execution of this *Agreement of Purchase and Sale* the Purchaser enters into a binding Agreement of Purchase and Sale for all or any part of the subject lands at a price in excess of \$1.00, the Purchaser shall forthwith pay to the Vendor the difference between the price in the subsequent agreement and \$1.00.
29. The vendor and Purchaser agree that if the subject land is not developed as a rest stop Within five (5) years of the date of the execution of this *Agreement of Purchase and Sale*

The Purchaser will transfer the subject land back to the Vendor for nominal consideration of one dollar (\$1.00).

- 30. The Purchaser agrees that no access to or crossing over the controlled access Highway 17A will be permitted.
- 31. Each of the parties agree to execute all necessary documents, consents, affidavits or assurances to give effect to this *Agreement of Purchase and Sale*. Without limiting the generality of the foregoing, the parties agree to execute in duplicate, prior to the closing date of this transaction, the Agreement attached hereto as Schedule "A". It is understood and agreed that the Vendor will register the said Agreement on title to the subject property after the Date of Closing of this transaction.

This Agreement shall enure to the benefit of and shall be binding on the parties and their respective heirs, legal representatives, successors and permitted assigns.

OFFERED BY the Purchaser this _____ day of _____, 2013.

Per: _____

Name: _____

Title: _____

Per: _____

Name: _____

Title: _____

I/we have authority to bind the corporation.

ACCEPTED by the Vendor this _____ day of _____, 2013.

HER MAJESTY THE QUEEN in right
of the Province of Ontario, represented by The
Minister of Transportation for the Province of
Ontario

Per: _____

Name: _____

Title: Regional Director

Additional Property Identifier(s) and/or Other Information

SCHEDULE "A" TO AGREEMENT OF PURCHASE AND SALE BETWEEN Her Majesty the Queen (Minister of Transportation for the Province of Ontario) and The Corporation of the City of Kenora

HER MAJESTY THE QUEEN in right of the Province of Ontario, represented by the Minister of Transportation for the Province of Ontario

hereinafter called the "Ministry"

- and -

THE CORPORATION OF THE CITY OF KENORA

hereinafter called "the City"

- 1. The Ministry and the City agree that the subject lands, being the lands described as Part of Lot 3 Concession 7, Geographic Township of Jaffray, designated as PARTS 1, 2 and 3 on Plan 23R-10246 together with a right of way over PART 1 on Plan KR-1966 have been conveyed to the City at the price of \$1.00 by Instrument Number registered on , 2013. The Ministry and the City agree that if prior to the day of , 2023, the City enters into a binding agreement of purchase and sale for all or any part of the subject lands at a price in excess of \$1.00 the City shall forthwith pay to the Ministry the difference between the price in the said subsequent agreement and \$1.00.
2. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

Dated the day of , 2013.

HER MAJESTY THE QUEEN in right of the Province of Ontario, represented by the Minister of Transportation for the Province of Ontario.

Per:

Ian Smith Regional Director Northwest Region

Dated the day of , 2013.

THE CORPORATION OF THE CITY OF KENORA

Per:

Karen Brown Chief Administrative Officer

I have authority to bind the corporation.

FOR OFFICE USE ONLY

August 29, 2013



City Council Committee Report

To: Mayor & Council

Fr: Tara Rickaby, Planning Administrator

Re: Delegation of Authority – Merger Agreements

Recommendation:

That the Property and Planning Manager be delegated authority to execute merger agreements which are conditions of approval of applications approved the City of Kenora Planning Advisory Committee; and

That a by-law be adopted to authorize the delegated authority.

Background:

Prior to 2011, the Registrar of Land Titles would register lands, under Section 118 of the Land Titles Act, so that multiple pieces of property had to be dealt with as a whole ie. they could not be conveyed separately. An example of when this tool might be used was if there was a sliver of land that provided access to a waterbody, across the road from the subject property but owned by the same property owner. In order to ensure that there was always access to that waterbody, the lands would be "tied" under Section 118.

In 2011, the Registrar notified law offices, MMAH, municipalities (when they were ready to register lands) that this practice was no longer acceptable as it meant that Land Titles was enforcing the Planning Act. Although this is very debatable, alternate methods had to be found. A merger agreement has been deemed, by the Municipal Solicitor (and accepted by the Registrar) to be an acceptable alternative. The crux of the agreement is this clause:

3. That the lands described in Schedules "A" and "B" shall be conveyed, encumbered, dealt with and disposed of together and deemed for the purposes of the Planning Act to be one lot or parcel of land.

The agreement is between the municipality and the landowner, and is registered on title. It therefore encumbers the property. The CAO is currently the only signing authority, beyond Council, authorized to sign the agreement. Because the agreements are a condition of approval of (generally) consent, there are time lines which must be met. These timelines usually do not coincide with Council meetings etc. and the CAO executes them. It would be more efficient to have to signing authorities for this type of agreement, in case the CAO is not available.

Budget: N/A - Registration costs are borne by the Developer

Communication Plan/Notice By-law Requirements: Notice by agenda of Property and Planning Committee and Council, Law Offices, Clerk's Office



September 3, 2013

City Council Committee Report

TO: Mayor and Council

FR: Charlotte Caron, Manager of Property and Planning

RE: Planning Services Agreement

Recommendation:

That the Mayor and Clerk be and are hereby authorized to execute an agreement for the provision of municipal land use planning services with FoTenn Consultants Inc., for a term of three (3) years, based on the proposal received September 27, 2012; and further

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

Background:

In 2012, Council authorized a request for proposals for the provision of municipal land use planning services. Four proposals were received, in late September and October of 2012, per the requirements of the RFP. Between the issuance of the request for proposals and the receipt of the proposals, a decision had been made to create a new management position; Manager of Property and Planning. The process of hiring a firm to provide planning services was stayed until the new position was filled.

The firms which provided proposals in 2012 were contacted in April of this year to confirm that they wished to have their proposals considered, and all four confirmed, however one firm indicated that the hourly rate would be changed.

The RFP document provided the following guidance regarding evaluation of the proposal:

5. Criteria for Proposal Evaluation

Proposals will be evaluated based on predetermined criteria and weighting as detailed below.

Evaluation criteria may include, but is not limited to, the following:

- (a) Qualifications, expertise, past experience and performance of the individuals of each individual or firm who would be acting on the City's behalf. Experience with other municipalities or other government agencies would be an asset;
- (b) The availability of expertise in specific areas within the firm or individual office;
- (c) Ability to respond in a timely manner to requests by the City;
- (d) Cost and convenience of accessibility to the City;
- (e) Value added services that may be provided, including any pro bono educational sessions for City Staff, etc. that the Proponent offers to provide to the City;
- (f) Familiarity and past experience working on behalf of a municipality;
- (g) Fees – cost effectiveness of proposal based on annual and/or long term retainer;
- (h) Demonstrated capacity for superior service and innovation;
- (i) Information obtained through references.

Evaluation Criteria Breakdown

Description	Points Breakdown	Score
Fee structure	30	
Experience, knowledge of local government/by-laws and community	45	
Reference checks	15	
Number of services able to provide	10	
Total	100	

All four proposals were reviewed by staff and based on the above, the proposal submitted by FoTenn Consulting will provide the City of Kenora with the availability, flexibility and expert qualifications which would be difficult for an individual to provide. In addition, the firm proposes to provide six hours of training to staff, annually.

FoTenn has continued to provide planning services to the City of Kenora since their contract lapsed in August of 2012. Throughout the previous contract and within the last year, FoTenn continues to provide staff with updates/bulletins etc. regarding new legislation, funding opportunities and current trends.

Budget:

Planning and property operating budget

Communication Plan/Notice By-law Requirements: By agenda on Property and Planning, Council, Municipal Solicitor, Managers, Planning



September 4, 2013

City Council Committee Report

TO: Mayor and Council

FR: Charlotte Caron Manager of Property and Planning

RE: Snowmobile Permit Reciprocity

Recommendation:

That the Council of the Corporation of the City of Kenora hereby supports Snowmobile Permit Reciprocity between Sunset Trail Riders (OFSC District 17), the Province of Manitoba and the State of Minnesota.

Background:

The City of Kenora is geographically located in close proximity to the Province of Manitoba, and the State of Minnesota, many visitors to the City of Kenora and surrounding area are from the province of Manitoba and the State of Minnesota. Citizens of Kenora enjoy travelling to Manitoba and Minnesota. Winter tourism is important to Ontario, Manitoba and Minnesota and their residents. Previously snowmobilers enjoyed the freedom to travel within Ontario, Manitoba and Minnesota with their home trail permit. This reciprocity benefited all three jurisdictions with much needed winter tourism. When reciprocity ended the number of winter tourist declined as people were unwilling to purchase multiple permits. The current permit rates are listed below.

Ontario season permit \$260 (\$210 if purchased before Dec. 1, \$140 for seven days, \$100 for three days)

Manitoba \$125.00

Minnesota \$78.50 for three years

This issue was raised at recent meeting of the City of Kenora with Canada's Consul General of Minneapolis and Joe Henry, the Executive Director of Lake of Woods Minnesota Tourism. The issue was also discussed at the AMO Meetings and recent announcements with the Premiers of Manitoba and Ontario.

It would appear there is a strong interest from all parties for snowmobile permit reciprocity.

Budget: None

Communication Plan/Notice By-law Requirements: Resolution Required

Distribution: Sunset Trailer Riders, Jamshed Merchant – Consul General, Joe Henry - Executive Director of Lake of Woods Minnesota Tourism, Regional Tourism Organization (RTO 13), Premier Selinger, Premier Wynn, Minister Murray, Shaun Clifford – Sunset Trail Riders.



September 5, 2013

City Council Committee Report

TO: Mayor and Council

FR: Planning Administrator

RE: Request for fire lane designation on private property – Paterson Medical Clinic

Recommendation:

That staff is directed to advise the Paterson Medical Clinic that an alternate solution should be found in order to deal with the issue of parking on private property as the Kenora Fire and Emergency Services is satisfied with access from the street.

Background:

The Paterson Clinic is struggling to deal with illegal parking on their property, while also ensuring that handi-transit and other service providers are able to drop disabled persons off at the front door.

The Paterson Medical Clinic is seeking the City's assistance to control use of their property, specifically illegal parking in an area designed to allow clients to access the front door, in an area without a steep grade. The request was circulated internally with the following comments:

Staff Comments:

Operations Manager - Illegal parking of vehicles on private property should not be something that city staff should be enforcing.

Fire and Emergency Services – Does not feel that access to the facility was an issue as the fire department would stage on the street if required.

Manager of Property & Planning - The timing of a by-law officer attending to call for service at this location would likely mean that the vehicle would have left by the time the officer was able to attend the location. This would be the same issue as a tow truck attending. It may not have the desired effect. An example of parking in a fire lane is at the Kenora Rec Centre; vehicles are parked along the east side of the building, on a

regular basis. Another option is to have a tow truck in the area during the day, and the Clinic entering into an agreement to have vehicles towed.

Budget: N/A at this time

**Communication Plan/Notice By-law Requirements: Paterson Medical Clinic,
Operations Manager**

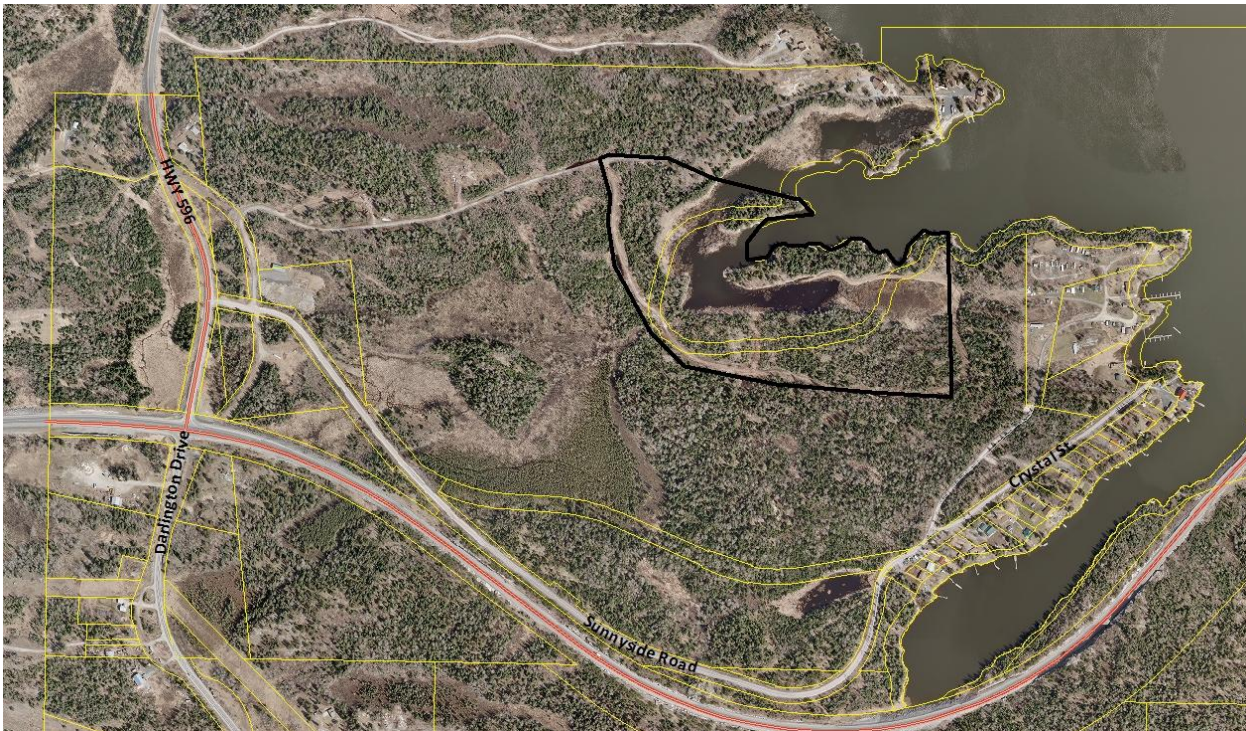


**CORPORATION OF THE CITY OF KENORA
NOTICE OF COMPLETE APPLICATION AND PUBLIC MEETING FOR AN AMENDMENT TO ZONING BY-
LAW No.160-2010 SECTION 34 OF THE PLANNING ACT, RSO 1990**

TAKE NOTICE that the City of Kenora Property and Planning Committee of Council will hold a public meeting on **Tuesday, September 10, 2013 at the City of Kenora Council Chambers, 1 Main Street South, Kenora, at 11:00 a.m.**, to consider a proposed zoning by-law amendment under Section 34 of the *Planning Act*. An explanation of the purpose and effect of this Amendment, describing the lands to which this Amendment applies, and a key map showing the location of the Subject Lands to which this Amendment applies are set out herein. The complete Amendment is available for inspection at the Kenora Operations Centre, 60 Fourteenth Street North, 2nd Floor, during regular office hours. Please quote File No. Z04/13 Loughheed. Please contact Tara Rickaby at 807-467-2059 to make an appointment if you wish to review the application.

If a person or public body does not make oral submissions at a public meeting or make written submissions to the Council of the City of Kenora before the by-law is passed, the person or public body is not entitled to appeal the decision of the Council of the City of Kenora to the Ontario Municipal Board.

If a person or public body does not make oral submissions at a public meeting, or make written submissions to the Council of the City of Kenora before the by-law is passed, the person or public body may not be added as a party to the hearing of an appeal before the Ontario Municipal Board unless, in the opinion of the Board, there are reasonable grounds to do so.



Purpose: To amend the Zoning By-law 160-2010 specifically on property indicated on the key map and described as 24 Sunnyside Road, Part of Lot 21 Plan M135 and Part of Location LK2900 to rezone from RU – Rural and RU-HL – Rural/Hazard Land to RR – Rural Residential and RR/HL .

Effect: To comply with the conditions of approval of application S02/11 Loughheed to create a 10 lot waterfront rural residential subdivision.

Dated at the City of Kenora this 20th day of August, 2013.

Signed, Tara Rickaby, AMCT, Planning Administrator, 60 Fourteenth St N, 2nd Floor, Kenora, ON P9N 4M9
807-467-2059