

THE CITY OF DAWSON AGENDA- COUNCIL MEETING C25-10 Tuesday, May 20, 2025 at 07:00 PM Council Chambers, City of Dawson Office

Join the Zoom Meeting https://us02web.zoom.us/j/83421784248?pwd=tYgfzXeejw6rW8fRihASc0281AKKkI.1

Meeting ID: 834 2178 4248 Passcode: 676748

1. Call to Order

2. Adoption of the Agenda

3. Delegations, Guest Presentations, Public Questions & Comments

Delegation by pre-notice, Guest Presentation by Invitation, Public Q & Comment 2 min ea. with max limit at discretion of Chair (testing...)

	3.1	Guest Presentation - New Recreation Centre	Page 2
4.	Adop	tion of Minutes	
	4.1	Council Meeting Minutes	Page 25
5.	Specia	al Meeting, Committee, and Departmental Reports	Page 32
	5.1	Development Grant	Page 35
	5.2	KDO Board	Page 38
	5.3	Backhoe	Page 40
	5.4	Boardwalks	Page 50
	5.5	Solid Waste Mgt Advisory Committee - Committee Appointments	

6. Public Questions

7. In Camera

Information received in confidence likely to be prejudicial

8. Adjournment



Agenda Item			
Prepared By			
Meeting Date	May 20, 2025		Council Decision
References (Bylaws, Policy, Leg.)			Council Direction
	Site Dlan ndf	x	Council Information
	- Site Plan.pdf - Floorplan.pdf		Closed Meeting
Attachments	- DRC - Renders		
Attachments	- Dawson Recreation Centre - Operation and		
	Maintenance Estimates - Pro Forma		
	- Furniture Fixture and Equipment Estimates - CoD		

Recommendation

That Council receive this report for informational purposes in advance of the expected decision on June 17, 2025 regarding the transition of the Dawson City Recreation Centre project to Phase 2 – Construction.

Executive Summary

Overview

City of Dawson and Yukon Government are collaborating on the construction of a new Recreation Centre at the Dome Road (Lot 1059, Quad 116 B/3) to replace the Art and Margaret Fry Recreation Centre. Yukon Government is managing the project and has committed \$65 million in capital funding, jointly provided through the Investing in Canada Infrastructure Program (ICIP). City of Dawson will assume operation of the facility following construction.

Progressive Design-Build

This project has reached the end of Phase 1 – Design Services and is ready to move into Phase 2 – Construction. It is being delivered using a Progressive Design-Build (PDB) process, which has allowed for dynamic, detailed, and inclusive collaboration between the Design-Builder (Wildstone), Yukon Government, City administration, the local advisory group (Recreation Board), and community stakeholders, such as Tr'ondëk Hwëch'in.

The objective of this project is to create a facility that will act as a central hub for recreation, health, and wellness in Dawson City. The guiding values identified by the advisory group and project team were flexibility, community use, and resiliency. The current design reflects these values, includes numerous functional spaces, reflects the requests of community users, and is achievable and sustainable for the municipality. Attached documents reflect the work that has been achieved in the design of this facility.

Fiscal Estimates

Capital costs are the responsibility of Yukon Government with support from Government of Canada. A Class A Estimate has been provided that confirms that the capital estimates are within budget. Operation and maintenance costs, as well as furniture, fixtures and equipment (FFE) will be the responsibility of City of Dawson. Based on estimates, we expect a temporary two-year increase to operational budgets, based on the timing required for adjustments to Comprehensive Municipal Grant funding to take place. We also expect an investment of approximately three-hundred thousand (\$300,000) to cover the cost of new equipment for this facility. The City will re-use equipment where possible but must also purchase several new items.

Recommendation

This report is provided for Council's information. A formal recommendation is expected to occur at the June 17 Council Meeting. Administration plans to recommend the following resolution at that meeting:

That Council approve the Yukon Government to proceed to Phase 2 – Construction of the Dawson City Recreation Centre with Wildstone Construction and confirm the City of Dawson's commitment to operate this facility upon the completion of construction.

In 2017, City of Dawson Council decided to begin planning for a new recreation facility (C17-29-13).

Administration has worked with Yukon Government's Infrastructure Branch, who are the project managers of this facility. Work to-date has resulted in a decision on the location of this facility (C-19-13-08) at the intersection of Dome Road and the Klondike Highway (Lot 1059, Quad 116 B/3).

Amenities to be included in this facility have been discussed within the project management team, with council, and through community engagement. A Feasibility Study assisted in providing options for amenities to include, summarized community feedback, and provided six building options for council to discuss. Direction from Council was to pursue the amenities included in Option 1 at Dome Road (C21-19-12), with an opportunity for further expansion or refinement in the future.

At a committee of the Whole meeting on Dec 5, 2023, the schematics of the plan to date and the class C cost estimates were reviewed publicly with Council. Cost estimates were \$103 million in capital costs and \$1.5 million in operating and maintenance costs. These capital costs were substantially higher than anticipated. As a result of these estimates, Administration and Council discussed this matter at the December 19, 2023, Council Meeting where Council directed administration to develop a strategy to work within the \$65 million budget.

Administration returned to Council on January 16, 2024 for meeting C-24-01 to recommend the utilization of a Progressive-Design-Build on this project, and that an advisory body be utilized on this project. Both these recommendations were approved by Council (C-24-01-06). It was further clarified and approved at Committee of the Whole Meeting CW-24-01 on February 6, 2024, that the Recreation Board act as a local advisory group to the City of Dawson on the New Recreation Centre.

In 2024, Yukon Government released a tender for a design-build team. Wildstone Construction, with the support of Stantec and S.no Architecture, were awarded the contract. A collaborative design process began, including two large group workshops and one public engagement session. In September 2024, Council approved the submission of the conceptual design to the Investing in Canada Infrastructure Program (ICIP) – (C24-17-04). Following this approval, further cooperative design was initiated to further develop the conceptual design into schematic design, including the integration of all building systems. Two additional workshops in December 2024, and April 2025 focused on finalizing design elements.

During this period key pre-construction initiatives have been completed including energy modelling, cost estimates, risk assessments, regulatory applications and Issued for Tender Drawings. This report brings the project to a major decision point following years of discussion on the replacement of this facility.

Below are some of the items for discussion and analysis that support the recommendation provided by Administration.

- **Project Values:** The team focused on the following values to assist in decision-making on all aspects of this project. These values are reflected in the overall design and building systems incorporated into the facility.
 - 1. **Flexible Design:** The facility will be adaptable, supporting diverse programs and seasonal uses while ensuring inclusiveness and accessibility for all. Designed for long-term use, it will promote health, wellness, and community engagement.
 - 2. **Community Hub:** The Rec Centre will be a welcoming, accessible space that reflects local values and heritage, serving as a central hub for wellness, health, and safety for Dawson's diverse population.
 - 3. **Resiliency & Maintenance:** Built for durability and efficiency, the facility will use long-lasting materials and incorporate affordable, sustainable operations suited to local and future climate conditions
- Progressive Design-Build: This project is being executed using a Progressive Design-Build (PDB) process, allowing for a collaborative and interactive approach between City of Dawson, Yukon Government, Wildstone Construction, and the local advisory group. This model has ensured that the City was actively involved in every aspect of design, with input from staff, the advisory group, and past public engagement directly shaping the facility layout and amenities. In the past, we attempted to achieve this facility using a traditional design-bid-build process, which resulted in over budget and unrealistic designs. The PDB model has prioritized cost control without sacrificing the core community needs. The result is a design that reflects most of the community requests, remains within the approved capital budget, and is achievable operationally. This process has required significant time and coordination, but it has proven to be an effective method to deliver a practical and community-driven facility.
- <u>Community Engagement:</u> Community input has been central in the design and development of this facility. Feedback from past engagement processes, conducted during earlier iterations, were carried and revised in the design phase. To ensure local representation, the Recreation Board, with advisors assigned, were appointed by Council to provide regular input on priorities and design. Targeted consultation with user groups was also conducted, as well as several public meetings where residents could connect directly with administration, consultants, advisory group, and contractors. In addition to in-person opportunities, online engagement and communication supported participation and dialogue with the public.

- <u>Site Plan (See Attached DRC -Site Plan):</u>

The facility is located at the corner of Dome Road and the North Klondike Highway on Lot 1059. Key site elements include:

- 1. **Parking Lot:** Gravel lot with 100 planned stalls, accessible parking, concrete dividers, and four light standards.
- 2. Vehicle Access: Main entrance at the North Klondike Highway and Joe Henry Road intersection.
- 3. Trails: Pedestrian pathways and crosswalks connect to town and trail networks.
- 4. Flood Resilience: Site grading and building height designed to meet 200-year flood protection.

Facility Design (See Attached DRC- Floorplan):

- 1. **Functional Spaces:** Efforts were made to include as many functional areas as were requested by the state 3.1 community. The facility is a modest overall size and includes the following amenities:
 - Overall Size: 5300m2. Approx. 1000m2 larger than the Art and Margaret Fry Recreation Centre.
 - Skating Rink: Standard North American size on concrete slab with refrigeration plant.
 - Curling: Two sheets on concrete slab with refrigeration plant.
 - Multi-Purpose Room: Functional for sports, fitness programs, large meetings, and gatherings.
 - Community Programming Room: Lounge for curling, meeting space, stationary programming.
 - . Fitness Centre: Independently accessible fitness centre with cardio and weight-lifting equipment.
 - Indoor Play Area: Dedicated for children <9 with play structure & supervisory seating area.
 - **Community Kitchen:** Full-sized kitchen designed to service facility patrons and event catering. .
 - **Social Heart:** Main gathering area to access and view into various spaces.
 - **Recreation Staff Office:** Integrated reception, office area for 6 staff and private office.
 - Gender-Inclusive Washroom and Changerooms: Inclusive layouts that meet modern standards.
 - Walking Loop: Modified circulation space around skating rink usable for year round walking.
 - Viewing Areas: Bleachers for 150 people in rink and indoor heated viewing into other spaces.
 - Supporting Rooms: Various mechanical rooms, storage spaces and janitorial rooms •
- Interior and Exterior Design Intentions Work is still ongoing to finalize these items to create a cohesive and visually appealing facility. Esthetic elements, such as wall colours, motifs, signage, artwork, and parkette landscaping. Groundwork has been initiated between the local advisory group, administration, with consultation from Tr'ondëk Hwëch'in. Final design decisions will occur during the next phase, as these are not critical to the infrastructure of the facility.
- 3. Renderings (Attached Renders): Interior and exterior renderings animating this facility have been provided to create three dimensional representations of the facility. Note that the furniture depicted, as well as the colours and artwork depicted have not been finalized.
- Building Systems: Extensive work, consultation and dialogue has been completed to ensure building systems provide functionality, safety, maintenance, and resiliency for key systems. Elements were chosen based on proven ability to function in our climate and community, ease of maintenance, and efficiency. Here are a few items to note:
 - 1. **Structure:** Pre-engineered insulated steel frame with tapered built-up rib beams and columns
 - 2. Foundation: Concrete Slab
 - 3. Heating and Ventilation: Propane-fired heating with heat recovery ventilation. Air conditioning being considered in select rooms. Clean-air ventilation levels considered in select spaces.
 - 4. Energy Efficiency: Seeking to exceed National Energy Code of Canada 2020 requirements
 - 5. **Plumbing:** Uses municipal services with water circulation and efficient hot water via heat recovery
 - 6. **Electrical:** Comply with the Electrical Code and will feature stand-by generator for essential systems.
 - 7. Fire Protection: Fire suppression system, sprinklers, extinguishers, and fire dampers
 - 8. **Refrigeration:** Ammonia ice plan with waste heat collection.
 - 9. Future: Systems have been futured to accommodate renewable systems, such as heat pumps, biomass or solar panels, should technology become more feasible for this facility in the future.

- <u>Regulatory Items</u>: Several regulatory approvals are required for this project to proceed. These are extremely important to comply with territorial and federal regulations, as well as to stay on project schedule. These items 3.1 are all in process, with the expectation to be resolved on schedule. Regulatory items include:
 - 1. Subdivision Application: Required to formally establish the lot for development. Process is complete.
 - 2. **Development Permit**-Building Permit: Required to initiate construction. Will be initiated in upcoming weeks. No issues expected.
 - 3. **Bylaw Amendments**: Parking requirements and building height both require amendments. These will be coming to Council. Timing being discussed with Planning and Development Manager.
 - 4. Water License Application: Submitted and under review to address water use and drainage associated with the facility.
 - 5. **YESAB Review:** A project proposal has been submitted to the Yukon Environmental and Socio-economic Assessment Board (YESAB) as part of the Klondike Highway Subdivision review (2023-0077). Review is complete and Decision Document has been Issued.
 - 6. Wildlife Offset Plan: Permit has been applied for with Department of Fisheries and Oceans to take measures to offset the effects of this project on fish-bearing ponds on site. Review is in process with a decision expected shortly.
- <u>Design Review</u>: Regular engagement is ongoing between the project management team and the contractor.
 Additionally, Yukon Government employed *Owner's Advisors* to review the submitted work, discuss items directly with the project management team, and come to resolutions.
- <u>Operational Assumptions</u>: The operation of the new facility is based on the assumption that all year-round Parks and Recreation staff will work out of this space, with staffing levels remaining similar to current operations. The centre will be open year-round, with full programming from September to April, and a modified summer schedule (May to August) that reflects our department's seasonal shift toward outdoor recreation and pool operations. During the summer, public access will likely be based on scheduled programs and membership-based fob access. We also assume that the Art and Margaret Fry Recreation Centre and the Waterfront Building will be decommissioned, reducing the City's overall operating budget.
- <u>Transitional Items</u>: A number of transitional items will need to be addressed between the completion of the facility and the public opening of the facility. These will include staff training on the new systems; moving and installation of equipment and furnishings; and updated policies and procedures. Pauses in operations of programs will be required to transition to the new facility and communication will be required to orient the public.

Fiscal Impact

- <u>Capital Cost</u>: The capital costs for the Dawson City Recreation Centre are the responsibility of the Yukon Government, funded through the Government of Canada's Investing in Canada Infrastructure Program (ICIP). A total of sixty-five million (\$65 million) has been allocated, with sixty million (\$60 million) for design and construction, and five million (\$5 million) for the wildlife offset plan, Owner's Advisor services, and contingency. ICIP funding does not cover operational costs or furniture, fixtures, and equipment (FFE); these are the City of Dawson's responsibility. Class A cost estimates have been submitted from the contractor to Yukon Government. Negotiations between them are ongoing, with a final contract expected within budget before construction begins.
- Operation and Maintenance Costs: This facility will serve as a central hub for the Parks and Recreation Department for the next generation. Administration has estimated costs related to the projected facility (Attached: Dawson Recreation Centre - Operation and Maintenance Estimates - Pro Forma) Based on our operational assumptions, we expect an increase for the department during the first year, due to higher insurance, heating, and utility costs for the larger building and the increased service we will be offering. While the pro forma offers a realistic baseline using current values, it does not include inflation or CPI adjustments.

Administration is relying on the increase in the Comprehensive Municipal Grant to assist in covering expenses for facilities such as this. There will be a two-year delay for adjustments to the CMG, which the municipality will have to incur and cover using other means. We expect there to be a shortfall of \$118,000 for two years while we await the adjustment to occur. Following these two years, we expect costs to normalize and to see increased efficiency, reduced maintenance needs, and improved service to the community. Based on the information we have related to this matter, we believe operation and maintenance costs will be affordable for our municipality.

- Furniture, Fixtures, and Equipment (Attached: Furniture Fixture and Equipment Estimates – CoD): Additional costs to the municipality will include new equipment for the facility, which will be the responsibility of City of Dawson to purchase, as they are not eligible under ICIP funding. Based on a preliminary list of equipment identified by Administration, we anticipate approximately \$284,000 to outfit this building. We plan to re-use equipment where possible, several new purchases will be required, and the municipality should refine and prepare to initiate the procurement of these items prior to opening. A preliminary list of Furniture, Fixtures and Equipment has been attached to support this.

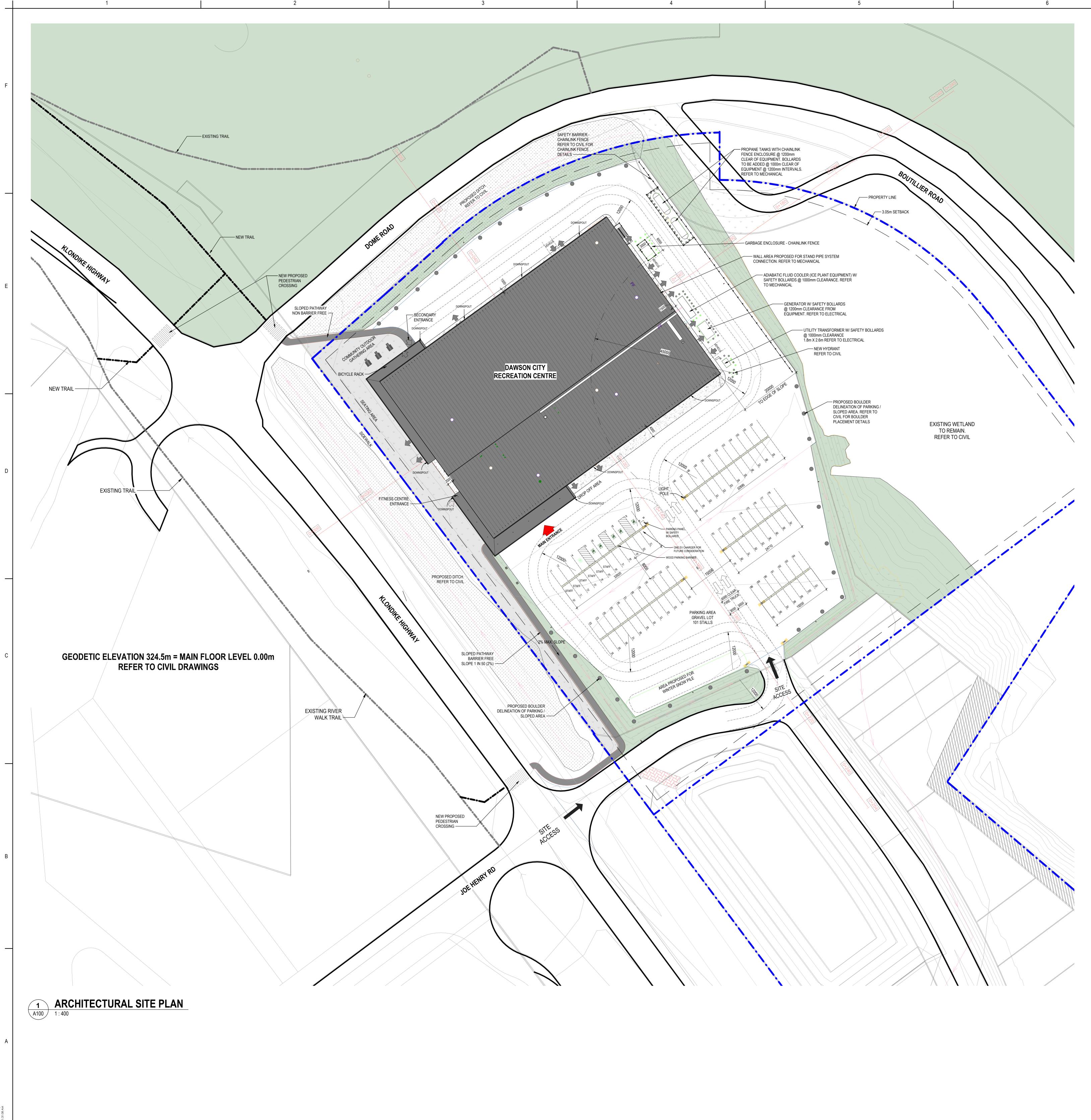
Next Steps

Below are next steps and projected timeline. This is a complex project. The timelines are based on *best-case scenario*.

- Council Decision June 17, 2025: Council to consider approval to proceed to Phase 2 Construction, based on Class A estimates, finalized designs, and Service Agreement.
- **Execution of Service Agreement:** City of Dawson and Yukon Government to sign agreement outlining responsibilities in Phase 2.
- **Finalization of Contract:** Yukon Government and Wildstone Construction to finalize the construction contract following Council approval.
- **Completion of Issued for Construction (IFC) Drawings:** Targeted for September 2025, enabling construction preparation and procurement.
- Construction:
 - June 2025 Early Site Work: Site servicing and civil works to begin post-contract award
 - August 2025 Foundation and structural work to begin in August 2025
 - **2026-2027 Major building envelope and interior** fit-out continues through 2026–2027
- **FFE Procurement & Transition Planning:** City of Dawson to finalize equipment list and begin phased procurement (2026-2027). Operational planning, staff training, and transition logistics to begin in 2026

- Project Completion: Estimated by Fall 2027

Approved by	Signature	Position	Date
	David Henderson	CAO	May 16, 2025



ORIGINAL SHEET - ARCH E

SITE PLAN INFORMATION

LEGAL DESCRIPTION: LOT 1059 QUAD 1168/03 SITE ADDRESS: 7 DOME ROAD, DAWSON CITY, YUKON LAND OWNER: YUKON GOVERNMENT FUTURE BUILDING OWNER: CITY OF DAWSON

LAND USE BYLAW INFORMATION CURRENT LAND USE: P2 INSTITUTIONAL MINIMUM SETBACKS: FRONT PARCEL LINE: 3.05m (10ft)

INTERIOR SIDE PARCEL LINE: 3.05m (10ft) EXTERIOR SIDE PARCEL LINE: 3.05m (10ft) REAR PARCEL LINE: 3.05m (10ft) MAXIMUM BUILDING HEIGHT: 10.67m (35ft) PROPOSED MAXIMUM BUILDING HEIGHT: 10.93m

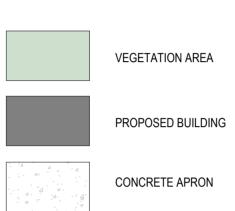
GROSS BUILDING AREA MAIN FLOOR AREA: 5243m2 MEZZANINE AREA: 230m2 TOTAL BUILDING AREA: 5473m2 BUILDING FOOTPRINT: 5300m2

BUILDING OCCUPANCY TOTAL CALCULATED OCCUPAN LOAD: 946

REQUIRED: 5300M2 / 10= 533 STALLS

PROVIDED: 101 PARKING STALLS INCLUDING 6 BARRIER FREE PARKING STALLS LOADING SPACES: GREATER THAN 4,000M2 IN FLOOR AREA = 3

<u>SITE PLAN LEGEND</u>



NUMBERS PROVIDED BY MAXIMUM WASHROOM COUNT WITHING THE FACILITY A SIGN WILL BE POSTED WITH MAXIMUM OCCUPANCY IN CONSPICUOUS LOCATIONS AROUND BUILDING. STIPULATED MAX OCCUPANCY TOTAL: 558

PARKING STATISTICS - CALCULATED USING THE CITY OF DAWSON LAND USE BYLAW NO. 2018-19 1 PER 10M2 OF FLOOR AREA FOR A PLACE OF ASSEMBLY INCLUDING ARENA

DESIGN-BUILD TEAM

Wildstone

GROUP OF COMPANIES



Wildstone Construction Ltd. #402 - 309 Strickland Street

Whitehorse, YT, Y1A 2J9

ntec

Stantec Architecture Ltd. 202-107 Main Street Whitehorse, YT Y1A 2A7 Tel: (867) 633-2400 • www.stantec.com

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drawing - any errors or omissions shall be reported to Stantec without delay.

The Contractor shall verify and be responsible for all dimensions. DO NOT scale the



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_____ _____ ____ _____ ____ DMI/LB JB 2025.03.31 ISSUED FOR STATEMENT OF REQUIREMENTS _______ _______ _______ _______ _______ _______ ________ _______ _______ _______ _______ _______ _______ _______ _______ _______ _______ ________ ________ _______</ **PROGRESS PACKAGE** B PROGRESS PACKAGE A ISSUED FOR SD/DD REPOR Issued/Revision

Permit/Seal

PRELIMINARY NOT FOR CONSTRUCTION

Client/Project Logo



Client/Project GOVERNMENT OF YUKON

DAWSON RECREATION CENTRE

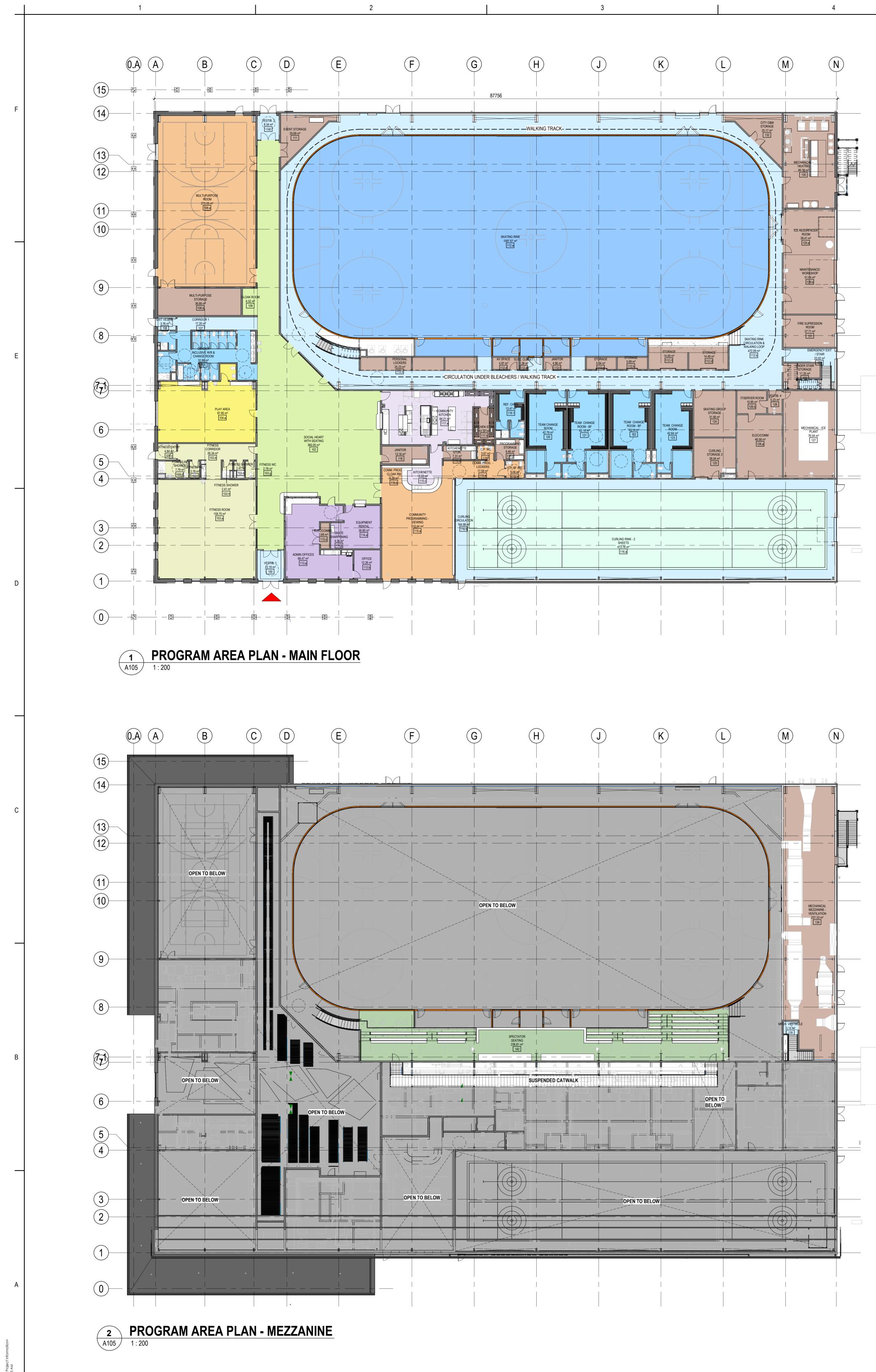
lot 1059 quad 1168/03 Dome Road, dawson city, yukon litle ARCHITECTURAL SITE PLAN

Drawing No.

Project No. 144903543 Revision

As indicated A100

Scale



ORIGINAL SHEET - ARCH E

DEPARTMENTS LEGEND AMENITY FOOD SERVICE CIRCULATION JANITORIAL CONTROL DESK/ADMIN PLAY AREA STORAGE CURLING SHEETS PROGRAMMING FITNESS SERVICES

Number	Name	PROGRAM AREA ROOM DESCRIPTIONS Function	Area
	1 		
100 102	VESTIB. 1 SOCIAL HEART WITH SEATING	ARCTIC ENTRY AT MAIN ENTRANCE MAIN GATHERING SPACE OF THE FACILITY CONNECTING ALL AMENITIES	12.19 r 360.05 r
02.a	FITNESS ROOM	WORKOUT AREA WITH FITNESS AND GYM EQUIPMENT	159.70 r
03.b	FITNESS CORRIDOR	ACCESS TO FITNESS ROOM FOR ALL USER	26.34 n
03.c	FITNESS ENTRY	SECONDARY ENTRANCE TO THE FITNESS ROOM. OPERATIONAL AFTER HOUR	4.84 n
03.d	FITNESS BF SHOWER	INDIVIDUAL SHOWERS AND WASHROOMS	7.79 n
03.e 03.f	FITNESS SHOWER FITNESS WC	INDIVIDUAL SHOWERS AND WASHROOMS INDIVIDUAL WASHROOM	2.41 n 2.78 n
03.r 03.g	FITNESS WC	INDIVIDUAL WASHROOM INDIVIDUAL WASHROOM	2.78 n 2.78 n
03.h	FITNESS SHOWER	INDIVIDUAL SHOWER	2.41 n
04.a	PLAY AREA	SPACE WITH PLAY STRUCTURES FOR CHILDERN AGES 0-9 TO PLAY UNDER ADULT SUPERVISION	97.90 n
04.b	PLAY W/R	WASHROOM FOR CHILDERN USING THE PLAY AREA	4.25 n
05	GENDER INCLUSIVE W/R & CHANGE ROOM	GENDER NEUTRAL INDIVIDUAL SHOWERS, WASHROOMS AND CHANGE ROOMS FOR OVERALL USE BY THE FACILITY	32.86 n
05-2	WC STALL WC STALL	WASHROOM STALL WASHROOM STALL	Not Place
05-2	WC STALL	WASHROOM STALL	2.48 n
05.2	WC STALL	WASHROOM STALL	2.48 r
05.3	BF W/R	BARRIER FREE WASHROOM	5.98 r
05.4	BF SHOWER	BARRIER FREE WASHROOM WITH BARRIER FREE COIN OPERATED SHOWER	7.61 r
)5.5	SHOWER	WASHROOM WITH COIN OPERATED SHOWER	4.92 r
05.6	WC STALL	WASHROOM STALL	2.50 n
)5.7	WC STALL	WASHROOM STALL	2.50 r
05.8	WC STALL	WASHROOM STALL	2.50 n
05.9 05.10	WC STALL WC STALL	WASHROOM STALL WASHROOM STALL	2.50 n 2.50 n
05.10	EXIT VESTIB.	EMERGNECY EXIT FOR THE WEST SIDE OF THE BLENCHERS IN THE ICE RINK	3.76 n
)7	CORRIDOR 1	ACCESS TO THE EMERGENCY EXIT AND CIRCULATION LOOP AROUND THE GENDER NEUTRAL WASHROOMS	17.20 r
)8.a	MULTI-PURPOSE ROOM	MULTI-PURPOSE SPACE FOR SPORT EVENTS AND SOCIAL EVENTS	275.05 r
8.b	MULTI-PURPOSE STORAGE	EQUIPMENT STORAGE TO SUPPORT THE ACTIVITIES ORGANIZED IN THE MULTI-PURPOSE ROOM	36.66 r
9	CLOAK ROOM	COAT AND BOOT STORAGE ALCOVE WITHIN THE SOCIAL HEART	6.52 r
0	VESTIB. 2	ARCTIC ENTRY AT SECONDARY ENTRANCE	8.34 r
1		STORAGE SPACE SUPPORTING SOCIAL EVENTS HOSTED IN THE MULTI-PURPOSE ROOM	25.69 r
2.a	SKATING RINK	ICE RINK FOR GENERAL SKATING ACTIVITIES AND HOCKEY	1587.67 r
2.b 2.c	SKATING RINK CIRCULATION & WALKING LOOP PERSONAL LOCKERS	CIRCULATION SPACE AROUND THE ICE RINK, DOUBLING AS A PUBLIC WALKING LOOP PERSONAL LOCKERS OR CAGES THAT CAN FIT A HOCKEY BAG AND STICK	472.09 r 25.23 r
12.d	AV SPACE	SATELLITE JANITOR SPACE	4.97 r
12.e	ELEC. CLOSET	SERVICE CLOSET FOR ELECTRICAL PANELS TO SERVE THE SKATING RINK	1.28 n
12.f	JANITOR	A/V SPACE WITH SOUND BOARD, MICROPHONE, LIGHT CONTROLS FOR ICE RINK	4.96 n
12.g	STORAGE	CITY STORAGE FOR ON-ICE EQUIPMENT (NETS, CRUTCHES, DIVIDERS, SHOOTER TUTORS)	5.64 n
l2.h	STORAGE	CITY STORAGE FOR ON-ICE EQUIPMENT (NETS, CRUTCHES, DIVIDERS, SHOOTER TUTORS)	5.69 r
	STORAGE	CITY STORAGE FOR ON-ICE EQUIPMENT (NETS, CRUTCHES, DIVIDERS, SHOOTER TUTORS)	14.49 r
12.i2	STORAGE	CITY STORAGE FOR ON-ICE EQUIPMENT (NETS, CRUTCHES, DIVIDERS, SHOOTER TUTORS)	14.49 r
13.a 13.b	ADMIN OFFICES	OPEN OFFICE SPACE FOR FACILITY ADMIN STAFF, COMPLETE WITH RECEPTION COUNTER ENCLOSED OFFICE SPACE OFFERING PRIVACY	66.47 n 12.26 n
13.c	ELEC/COMMS.	SERVICE CLOSET FOR ELECTRICAL EQUIPMENT DISTRIBUTION IN FRONT PART OF FACILITY	3.69 n
14.a	EQUIPMENT RENTAL	STORAGE FOR RENTAL SKIS AND SKATES	26.80 n
14.b	SKATE SHARPENING	SEPARATED SPACE TO DAMPEN THE SOUND WHILE SKATES ARE SHARPENED	4.26 n
15.a	COMMUNITY PROGRAMMING - VIEWING	COMMUNITY EVENT SPACE AND CURLING LOUNGE, COMPLETE WITH COAT AND BOOT STORAGE	110.44 n
15.b	Comm. Prog Cloak RM	COAT AND BOOT STORAGE ALCOVE WITHIN THE COMMUNITY PROGRAMMING SPACE	6.29 n
15.c	KITCHENETTE	SERVING FOR COMMUNITY EVENTS AND LOUNGE	18.83 n
15.d	KITCHENETTE STOR.	STORAGE SPACE SUPPORTING THE KITCHENETTE	7.31 n
15.e 15.e	C.P. BF W/C COMM. PROG LOCKERS	BARRIER FREE WASHROOM SERVING THE COMMUNITY PROGRAMMING SPACE STORAGE OF PERSONAL ITEMS WHILE CURLING OR PARTICIPATING IN A COMMUNITY EVENT	Not Place 17.59 n
15.e 15.f	C.P. WC	WASHROOM FOR COMMUNITY PROGRAMMING	3.67 n
15.g	PROGRAMMING STORAGE	STORAGE SPACE SUPPORTING COMMUNITY EVENTS	9.46 n
15.h	C.P. BF W/C	BARRIER FREE WASHROOM SERVING THE COMMUNITY PROGRAMMING SPACE	5.16 n
16.a	CURLING RINK - 2 SHEETS	COLD SPACE WITH TWO CURLING SHEETS	473.76 n
16.b	CURLING CIRCULATION	WALKING SPACE TO MOVE AROUND THE CURLING SHEETS	164.98 n
17.a		COMMERICAL KITCHEN LEASED TO A VENDER	84.21 n
7.b	KITCHEN STOR.	STORAGE FOR FOOD ITEMS	12.32 r
8 9.1	JANITOR REF. CHNG.	MAIN FACILITY CUSTODIAL SPACE REFEREE CHANGING ROOM	13.16 ı 13.47 ı
9.1 9.2	REF. CHNG. REF WC	REFEREE WASHROOM	13.47 r 3.82 r
	REF SHOWER	REFEREE SHOWER ROOM	2.72 г
0	TEAM CHANGE ROOM	CHANGE ROOM WITH BENCHES AND HANGING STORAGE	42.79 1
0.2	WC 120	WASHROOM SERVING THE CHANGE ROOM	3.41 r
0.3	SHOWER 120	GROUP SHOWER ROOM SERVING THE CHANGE ROOM	7.24 ו
1	TEAM CHANGE ROOM - BF	BARRIER FREE CHANGE ROOM WITH BENCHES AND HANGING STORAGE	42.18
1.2	BF WC 121	BARRIER FREE WASHROOM SERVING THE CHANGE ROOM	5.28
1.3 2	BF SHOWER 121	GROUP SHOWER ROOM WITH ONE BARRIER FREE SHOWER SERVING THE CHANGE ROOM	8.36
2.2	TEAM CHANGE ROOM - BF BF WC 122	BARRIER FREE CHANGE ROOM WITH BENCHES AND HANGING STORAGE BARRIER FREE WASHROOM SERVING THE CHANGE ROOM	42.14 ı 5.29 ı
2.2	BF WC 122 BF SHOWER 122	GROUP SHOWER ROOM WITH ONE BARRIER FREE SHOWER SERVING THE CHANGE ROOM	10.35 (
3	TEAM CHANGE ROOM	CHANGE ROOM WITH BENCHES AND HANGING STORAGE	42.64 r
3.2	WC 123	WASHROOM SERVING THE CHANGE ROOM	2.06
3.3	SHOWER 123	GROUP SHOWER ROOM SERVING THE CHANGE ROOM	9.30
4	SKATING GROUP STORAGE	STORAGE TO SUPPORT SKATING USER GROUPS	31.56
5	CURLING STORAGE 2	STORAGE TO SUPPORT CURLING ACTIVITES	26.04
6	VESTIB. 4	TRANSITION SPACE ACCESSING ELECT. AND MECH. SERVICE SPACES	5.23
6.a 6.b	ELEC/COMM IT/SERVER ROOM	SERVICE SPACE FOR BUILDING ELECTRICAL SYSTEMS SERVICE SPACE FOR BUILDING I.T. SYSTEMS	46.58
26.b 27	MECHANICAL - ICE PLANT	SERVICE SPACE FOR BUILDING I. I. SYSTEMS SERVICE SPACE FOR ICE MAKING EQUIPMENT	10.90
28	EMERGENCY EXIT / STAIR	EMERGENCY EXIT FROM THE MECHANICAL MEZZANINE	22.02 1
.o 9.a	ICE RESURFACER ROOM	SERVICE SPACE FOR STORAGE AND MAINTENANCE OF THE ICE RESURFACING MACHINE	39.41
9.b	MAINTENANCE/ WORKSHOP	WORKSHOP FOR GENERAL FACILITY MAINTENANCE	51.64
30	MECHANICAL - HEATING	SERVICE SPACE FOR BUILDING MECHANICAL SYSTEMS	80.36
31	FIRE SUPRESSION ROOM	SERVICE SPACE FOR BUILDING FIRE PUMP SYSTEMS	27.71 r
2	CITY O&M STORAGE	STORAGE SPACE FOR BUILDING OPERATIONS AND MAINTENANCE	25.17 r
33	UNDER STAIR STORAGE	STORAGE SPACE FOR BUILDING OPERATIONS AND MAINTENANCE	11.35 r
4	MECHANICAL MEZZANINE - VENTILATION	SERVICE SPACE FOR BUILDING MECHANICAL VENTILATION SYSTEMS	227.33
5	MECH. VESTIBULE SPECTATOR SEATING	VESTIBULE FOR ACCESS TO THE IT SERVER ROOM, MAIN ELECTRICAL AND COMMS ROOM, AND THE ICE PLANT	236.81
0		SPECTATOR VIEWING SPACE WITH SEATING AND STANDING ROOM	1 000 04

MAIN FLOOR USABLE AREA

MEZZANINE USABLE AREA

BUILDING FOOTPRINT

5243 m2 (INCL. SPACE UNDER AND ABOVE SPECTATOR SEATING) 230 m2 TOTAL BUILDING USABLE AREA 5473 m2 5300 m2

SKATING RINK

SOCIAL HEART

VIEWING

WASHROOMS/CHANGEROOMS

DESIGN-BUILD TEAM

Wildstone Construction Ltd. #402 - 309 Strickland Street Whitehorse, YT, Y1A 2J9 Tel: (867) 668-7211 • www.wildstone.com

Wildstone

GROUP OF COMPANIES



Stantec Architecture Ltd. 202-107 Main Street Whitehorse, YT Y1A 2A7 Tel: (867) 633-2400 • www.stantec.com

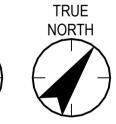
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s.no architecture #100 - 100 Keish Street Whitehorse, Yukon Y1A 0N9 Tel: (867) 687-7722 • www.snoarchitecture.ca Notes







_____ _____ _____ ____ ____ DMI/LB 2025.03.3 ISSUED FOR STATEMENT OF REQUIREMENTS E PROGRESS PACKAGE C PROGRESS PACKAGE B PROGRESS PACKAGE 2025.03.21 A ISSUED FOR SD/DD REPOR Issued/Revision

_____ _____

Permit/Seal

PRELIMINARY NOT FOR CONSTRUCTION

Client/Project Logo



Client/Project GOVERNMENT OF YUKON

DAWSON RECREATION CENTRE

LOT 1059 QUAD 1168/03 DOME ROAD, DAWSON CITY, YUKON litle

PROGRAM AREA FLOOR PLANS

Drawing No.

Project No. 144903543

Revision

1:200 A105

Scale















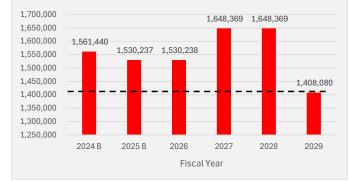
Rec Center Revenue						
Merchandise/skate sharpening	3,500	2,551	2,551	2,551	2,551	2,551
Drop-in Skating Fees	9,000	10,000	10,000	10,000	10,000	10,000
User Group Ice Fees	46,000	71,797	71,797	71,797	71,797	71,797
Curling Club Lease	5,000	5,000	5,000	5,000	5,000	5,000
Recreation Facility Rental & Kitchen lease	9,000	1,216	1,216	10,000	10,000	10,000
Total Rec Centre Revenue	72,500	90,564	90,564	99,348	99,348	99,348
Rec Centre Expenses						
Wages	217,300	130,382	130,382	130,382	130,382	130,382
Benefits	32,595	16,585	16,585	16,585	16,585	16,585
Freight - AMFRC						
Building R & M	125,000	125,000	125,000	20,000	20,000	20,000
Equipment R & M	12,500	12,385	12,385	12,385	12,385	12,385
Electrical	175,000	140,000	140,000	142,980	142,980	142,980
Propane (heating)	-	-	-	190,379	190,379	190,379
Propane (cooking)				1,000	1,000	1,000
Heating (oil)	107,625	123,963	123,963	-	-	-
Contracted Services	6,000	5,049	5,049	86,683	86,683	86,683
Supplies Operating	6,000	19,327	19,327	19,327	19,327	19,327
Equip Fuel	-	-	-	-	-	-
Total Rec Centre Expenses	682,020	572,691	572,691	619,722	619,722	619,722
Net Rec Centre Expenses	(609,520)	(482,127)	(482,127)	(520,374)	(520,374)	(520,374)

based on energy modelling report April 8, 2025 Dale Johnson Wildstone based on energy modelling report April 8, 2025 Dale Johnson Wildstone

Item 3.1

Old Rec Centre Asset Value Insured Value New Rec Centre Asset Value Insured Value	13,942,276 30,000,000	13,942,276 30,000,000	13,942,276 30,000,000 60,000,000 60,000,000	13,942,276 5,000,000 60,000,000 60,000,000	- 5,000,000 60,000,000 60,000,000	- 5,000,000 60,000,000 60,000,000	
existing CMG new CMG	41,826	69,711	69,711	69,711	69,711	- 300,000	
CMG	41,826	69,711	69,711	69,711	69,711	300,000	
existing Insurance costs New Insurance Costs	90,630	90,631	90,631	20,000 174,318	20,000 174,318	10,000 174,318	
Insurance	90,630	90,631	90,631	194,318	194,318	184,318	
Net CMG / Insurance	(48,804)	(20,920)	(20,920)	(124,607)	(124,607)	115,682	
	2024 B	2025 B	2026	2027	2028	2029	
Overall Expenses	1,561,440	1,530,237	1,530,238	1,648,369	1,648,369	1,408,080	
				118,131	118,131	(122,158)	shortfall Year 1 and Year 2

Recreation Department net expenses including net CMG & Insurance



Transition year budgeting is Challenging (if open in fall of 26 then 27 is first full year) and overlap of building startup & Shutdown may cause transition expenses

For Pro Forma annual inflationary / cpi adjustments are not included assuming that revenues will be increased proportionately to inflationary / cpi increases in expenses

CMG Revenue projected to increase by 230,000 but is delayed by 2 years , causuing a 2 year "jump Gap" Annual heating costs projected to increase by approx 70,000 Annual nsurance costs projected to increase by 100,000 The Jump Gap will be approx 120,000 for each of 2 years

Not factored in are one time costs of non funded equipment and mobile items - with possible cost of 200 - 300K these items to be fundd from Reserves , Grants, & Donations - some of these items would be capitalized, some will be project funded and operational in nature on final financials

Assuming Manpower will remain the same until numbers and demand are better known Assuming that Maintenance Numbers will drop slightly with new building and no structural failure

April 23 - expected Class A cost estimates

FURNITURE, FIXTURES, & EQUIPMENT SUMMARY

FURNITURE	166,481.00	Based on details from sheet "Furniture" - provided by contractor
EQUIPMENT	40,750.00	Based on details from sheet "Equipment" - provided by contractor and staff assessment
KITCHEN EQUIPMENT	32,250.00	Based on details from sheet "Kitchen" - provided by contractor
INTERIOR DESIGN ITEMS	25,000.00	Based on details from sheet "Design" - provided by City of Dawson

Item 3.1

FREIGHT	20,000.00
TOTAL ESTIMATED COST:	284,481.00

Document Note:

This document attempts to capture which pieces of furniture and equipment we anticipate needing to purchase prior to opening and operating this facility.

Estimates: These are based on staff sourced estimates and are not firm numbers.
New Furniture: This assumes the utilization of all new furniture in this building.
Hybrid Equipment Model: Utilization of existing equipment and purchase of certain items.
Interior Design Items: No final plan has been determined for interior design, but costs will reside with CoD

Funding:

*Majority of furniture and equipment is <u>not</u>

covered by federal or territorial funding. <u>Majority</u>

Recommendation would be to utilize City reserves to purchase majority of these items.

A phased model could be implemented for some equipment and interior design, but recommendation would be to open with as much as is possible

Sponsorship or grant funding could be sourced for select items could be investigated, but would be for select items and a limited amount.

Lotteries Yukon: City currently received 45,000 (Approx.) annually from Lotteries; Recreation Fund could be cancelled for 2 years to utilize this funding to pay for these items.

URNI						
ROOM #	ROOM NAME	TYPE MARK	DESCRIPTION	COUNT	VALUE	TOTAL
02	SOCIAL HEART	BN-01	BENCH, 460 X 1830 MM	1	700	700
02	SOCIAL HEART	CHR-04	CHAIR, TAKT LIGHT OAK	32	400	12800
02	SOCIAL HEART	CHR-05	CHAIR, ZONES SIDE STOOL	16	677	10832
02	SOCIAL HEART	CHR-06	CHAIR, TAKT BLACK	6	400	2400
)2	SOCIAL HEART	SF-01	SOFA, MIX ARC PARLIAMENT STONE	3	3600	10800
02	SOCIAL HEART	SF-02	SOFA, MIX ARC VINTAGE MINERAL	2	3600	7200
02	SOCIAL HEART	SF-03	SOFA, MIX OTTOMAN BAYVIEW DANDELION	4	945	3780
02	SOCIAL HEART	SF-04	SOFA SECTION, MODULAR LOUNGE SYSTEM	4	1600	6400
02	SOCIAL HEART	SF-05	SOFA SECTION, MODULAR LOUNGE SYSTEM	2	1600	3200
02	SOCIAL HEART	TBL-04	TABLE, CIRCULAR MEETING, ROUTES 48" DIA	8	300	2400
)2	SOCIAL HEART	TBL-05	TABLE, RECTANGLE 36" X 96" COUNTER HEIGHT	2	999	1998
)2	SOCIAL HEART	TBL-06	TABLE ASH WHITE	4	999	3996
)2	SOCIAL HEART	TBL-07	TABLE, SMALL ROUND LOUNGE	3	500	1500
9	CLOAK ROOM	BN-02	BENCH, 420 X 1830 MM	1	500	500
9	CLOAK ROOM	CLRD	CLOTHING ROD	4	50	200
1	EVENT STORAGE	SLF-01	SHELF, METAL, 6' L	3	825	2475
1	EVENT STORAGE	SLF-02	SHELF, METAL, 8' L	2	825	1650
8	JANITOR	SLF-01	SHELF, METAL, 6' L	2	825	1650
24	SKATING GROUP STORAGE	CLRD	CLOTHING ROD	2	50	100
25	CURLING STORAGE 2	SLF-01	SHELF, METAL, 6' L	2	825	1650
5	CURLING STORAGE 2	SLF-02	SHELF, METAL, 8' L	2	1000	2000
0	MECHANICAL - HEATING	CHR-02	CHAIR, TASK	1	300	300
0	MECHANICAL - HEATING	DSK-02	SMALL WORK DESK	1	750	750
2	CITY 0&M STORAGE	SLF-01	SHELF, METAL, 6' L	5	825	4125
2	CITY O&M STORAGE	SLF-02	SHELF, METAL, 8' L	1	1000	1000
4	MECHANICAL MEZZANINE - VEN		CHAIR, TASK	1	300	300
4	MECHANICAL MEZZANINE - VEN		SMALL WORK DESK	1	750	750
3.b		BN-02	BENCH, 420 X 1830 MM	2	500	1000
3.b	MULTI-PURPOSE STORAGE	SLF-01	SHELF, METAL, 6' L	8	825	6600
3.b	MULTI-PURPOSE STORAGE	SLF-01	SHELF, METAL, 8' L	1	825	825
2.a	TIMEKEEPER'S BOOTH	CHR-01	CHAIR, DINING, ZONES	2	300	600
2.a	BLEACHERS	CHR-07	CHAIR, BARRIER-FREE	4	750	3000
2.c	PERSONAL LOCKERS	LK-01	LOCKER, 18" X 18"	28	425	11900
2.d	AV SPACE	SLF-01	SHELF, METAL, 6' L	1	825	825
2.u 2.f	JANITOR	SLF-01	SHELF, METAL, 6' L	1	825	825
2.1 3.a	ADMIN OFFICES	CHR-01	CHAIR, DINING, ZONES	4	300	1200
3.a	ADMIN OFFICES	CHR-02	CHAIR, TASK	6	300	1800
з.а 3.а	ADMIN OFFICES	CRT-02	CART. COLLAPSIBLE BASKET CART RUBBERMAID	1	300	300
	ADMIN OFFICES		WORKSTATION. HEIGHT-ADJUSTABLE		1500	
13.a	ADMIN OFFICES	DSK-01 TBL-03		5		7500 600
3.a			TABLE, DINING RECTANGULAR	1	600	
3.b	OFFICE	CHR-02		-	300	300
3.b 3.b	OFFICE	CHR-03 DSK-01	GUEST CHAIR, AMICUS CANTILEVER WORKSTATION. HEIGHT-ADJUSTABLE	2	300 1500	600
-		-				1500
4.a		SLF-01	SHELF, METAL, 6' L	2	825	1650
4.a	EQUIPMENT RENTAL	WBN	WORKBENCH	1	1500	1500
5.a	COMMUNITY PROGRAMMING -		CHAIR, DINING, ZONES	48	300	14400
5.a		TBL-01	TABLE, DINING ROUND	12	600	7200
5.d	COMM. PROG LOCKERS	BN-01	BENCH, 460 X 1830 MM	1	700	700
5.d		LK-01	LOCKER, 18" X 18"	14	425	5950
5.f		SLF-01	SHELF, METAL, 6' L	2	825	1650
5.f	PROGRAMMING STORAGE	SLF-02	SHELF, METAL, 8' L	1	1000	1000
5.g		BN-01	BENCH, 460 X 1830 MM	1	700	700
15.g	COMM. PROG CLOAK RM	CLRD	CLOTHING ROD	1	50	50
16.b	CURLING CIRCULATION	BN-01	BENCH, 460 X 1830 MM	4	700	2800
29.b	MAINTENANCE/ WORKSHOP	CHR-02	CHAIR, TASK	1	300	300
29.b	MAINTENANCE/ WORKSHOP	DSK-02	SMALL WORK DESK	1	750	750
	MAINTENANCE/ WORKSHOP	WBN	WORKBENCH	2	1500	3000

EQUIPMENT *List only includes new equipment that we do not own, or is not supplied by contractor						
	ROOM NAME		DESCRIPTION	COUNT	VALUE	TOTAL
02.00	SOCIAL HEART	TV-01	50" TV	1	1000	1000
02.00	SOCIAL HEART	AED	AED - WALL MOUNT	1	2000	2000
02.00	SOCIAL HEART	TKBD	Tackboard LG	1	200	200
03.00	FITNESS CENTRE	TKBD	Tackboard SM	1	100	100
00.80	MULTI-PURPOSE ROOM	AED	AED - WALL MOUNT	1	2000	2000
13.00	FITNESS CENTRE	AED	AED - WALL MOUNT	1	2000	2000
24.00	SKATING GROUP STORAGE	CGE	CAGE ENCLOSURE FOR SKATING USER GR	OUI4	1000	4000
30.00	MECHANICAL - HEATING	MNTR	MONITOR	1	250	250
30.00	MECHANICAL - HEATING	PC	DESKTOP COMPUTER	1	1000	1000
34.00	MECHANICAL MEZZANINE - VENTILATION	MNTR	MONITOR	1	250	250
34.00	MECHANICAL MEZZANINE - VENTILATION	PC	DESKTOP COMPUTER	1	1000	1000
04.a	INDOOR PLAY AREA		TODDLER PLAY EQUIPMENT	1	10000	10000
18.a	MULTI-PURPOSE ROOM	BRL	BANNER RAIL	3	200	600
8.a	MULTI-PURPOSE ROOM	WPD	WALL PADS	8	250	2000
2.b	SKATING RINK CIRCULATION & WALKING LOOP	AED	AED - WALL MOUNT	1	2000	2000
2.b	SKATING RINK CIRCULATION & WALKING LOOP	DC	DISPLAY CASE	2	2000	4000
3.b	OFFICE	MNTR	MONITOR	1	250	250
3.b	OFFICE	PC	DESKTOP COMPUTER	1	1000	1000
14.a	VARIOUS AREAS	FTGM	FATIGUE MAT	4	100	400
14.a	EQUIPMENT RENTAL	WDSK	WALL MOUNTED WORKSTATION	1	1000	1000
14.a	EQUIPMENT RENTAL	PB	PEGBOARD FOR TOOLS	1	200	200
15.a	COMMUNITY PROGRAMMING - VIEWING	TV-01	50" TV	2	1000	2000
15.a	COMMUNITY PROGRAMMING - VIEWING	TV-02	75" TV	1	1250	1250
-	COMMUNITY PROGRAMMING - VIEWING	TV-03	TV- SMALL	2	500	1000
-	MAINTENANCE/ WORKSHOP	MNTR	MONITOR	1	250	250
	MAINTENANCE/ WORKSHOP	PC	DESKTOP COMPUTER	1	1000	1000
		. •		EQUIPMEN		

Notes:

Columns G to K contain ownership and installation responsibility (currently hidden) Rows 31-82 Contain items already owned or provided by contractor

KITCHEN EQUIPMENT				
ROOM # ROOM NAME TYPE MARK DESCRIPTION	COUNT	VALUE	TOTAL	OWNED
1a SS HAND SINK c/w FAUCET	1		-	Х
1b SS HAND SINK c/w FAUCET	1		-	Х
2 SOAP & TOWEL DISPENSERS	2		-	Х
3 SS PREPARATION TABLE	1		-	х
4 TWO DOOR REACH-IN COOLER	2		-	
5 TWO DOOR REACH-IN FREEZER	1		-	
6 DRY STORAGE SHELVING	6		_	
7 MOBILE POT & UTENSIL SHELVING	3	-	-	
8 UNDERCOUNTER DISHWASHER	1		-	
9 SPARE	1			
10 SPARE	1	-		
11 THREE COMP. POT WASH SINK	1		-	v
	1		-	X
12 FAUCET	1		-	
13 PRE-WASH SPRAY c/w ADD-ON FAUCET	1		-	
14 SS WALL CLADDING	1		-	
15 GREASE TRAP (SURFACE MOUNT)	1		-	
16 SS PREPARATION TABLE	1		-	
17 SS PREPARATION TABLE c/w TWO COMP. SINK	1		-	
18 PRE-WASH SPRAY c/w ADD-ON FAUCET	1		-	
19 SPARE	1		-	
20 SPARE	1		-	
21 SS WALL SHELF	2		-	
22 WASTE RECEPTACLE	1		-	Х
23 GREASE TRAP (SURFACE MOUNT)	1		-	
24 EXHAUST CANOPY	1	20,000.00	20,000.00	
25 FIRE SUPPRESSION SYSTEM	1	20,000.00		
26 INSULATED SS WALL CLADDING c/w SS GAS LI	1		-	
27 T/ DOUBLE RANGE c/w BURNERS & GRIDDLE T			-	х
28a DEEP FRYER	1			X
28b DEEP FRYER	1			^
29 SPARE	1	-		
29 SPARE 30 SPARE	1		-	
	1		-	
31 CONVECTION OVEN	1		-	
32 TWO DOOR REACH-IN COOLER	1		-	Х
33 SINGLE REACH-IN FREEZER	1		-	Х
34 TWO DOOR REACH-IN COOLER	1	4.0	-	Х
35 HEATED HOLDING CABINET (ALTO-SHAM)	1	10,000	10,000.00	
36 SS PREPARATION TABLE	1		-	
37 CONVEYOR TOASTER	1	1500	1,500.00	
38 REFRIGERATED TABLE	1		-	Х
39 SPARE	1		-	
40 SPARE	1		-	
41 S/S PASS-THRU SHELF	1		-	
42 SS COUNTER c/w sink	1		-	
43 FAUCET	1		-	
44 COFFEE BREWER	1		-	Х
45 WATER FILTER	1		-	
46 SLIDING GLASS DOOR COOLER	1		-	х
47 SERVERY COUNTER c/w TRAY REST	1		-	
48 COUNTERTOP FOOD WARMER	1	750	750.00	
49 SPARE	1		-	
50 SPARE	1			
51 POS TERMINAL & DEBIT MACHINE	1		-	х
	י גיא	CHEN TOTAL	32,250.00	^
		UNER TOTAL	52,250.00	

Items in blue are responsibility of City of Dawson

This is based on an initial scan of existing equipment condition and kitchen plan provided by Stantec (March 2025) Ownership and Installation Details are in columns E-I (Hidden) - to see highlight columns and unhide

Specific equipment details are included on the Kitchen Section of Statement of Requirements Package (April 1, 2025)

Item 3.1

Item 3	3.1
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I # ROOM NAME	TYPE MARK	DESCRIPTION	COUNT	VALUE	TOTAL	OWNED
Outside of Building		Building Name / Sign	1		-	
Entryway exterior near signage		Wolf & Crow Silhouettes or Artwork	1	5,000.00	5,000.00	
By entry		Land Acknowledgement	1	5,000.00	5,000.00	
Near Front Entrance (Exterior Feature)		TH Carved Eagle Sculpture (if feasible)	1	5,000.00	5,000.00	
Soffit above entrance or glass etching		Gunhäk Motif	1		-	
Front of Building & Rink Interior		Flagpoles (City, TH, Yukon, Canada)	4	1,250.00	5,000.00	
Adjacent to Multi-Purpose Room		Outdoor Parkette (Future Addition)	1		-	
Parking Lot & Pedestrian Paths		Parking Delineation with Natural Elements	1		-	
Around Site		Trees	1		-	
Main Walls of Social Heart and-or Hallway to Cha	angerooms in Arena	Historical & Recent Community Imagery	20	100.00	2,000.00	
Designated Walls		Vinyl Art Panels	4		-	
Social Heart Floor		River themed floor motif	1		-	
Social Heart Walls (or within Bleacher Area)		Trophy Display Hockey	1	3,000.00	3,000.00	
Community Programming Room		Trophy Display Curling	1		-	
Designated Wall Space		Rotating Art Exhibits (KIAC, SOVA, Schools)	1		-	
Consider inclusion of northern lights themeing or	animal silhouettes (rav	e Acoustic Panels	1		-	
Feature Walls (Limited, Subtle Use)		Mosaics	2		-	
Skating Rink Ice Surface		In-Ice Logos (City & TH)	3		-	
Above Rink or Bleachers		Hanging Team Banners & Local Recognition	8		-	
Bleacher Area		Victor's Corner	1		-	
Fitness Room Walls & Walking Loop		Nature-Themed Vinyl Graphics	4		-	
Indoor Play Area		Reusable Interactive Wall Art	1		-	
Social Heart		Kids Zone	1		-	
Vestibule		Interpretive Signage - Design Story	1		-	
Bleacher Area or Social Heart		Wall of Recognition	1		-	
Prominent location that is readable (Social Heart)	Dawson Nuggets Display	1		-	
Exterior of Building		Shaped Light Motif	1		-	
Various		Wayfinding Signage	45		-	
					-	

None of these items have been determined. We have earmarked values on select items, based on staff input, that will likely be considered higher priority to ensure design tems are assigned some kind of budget. **MINUTES OF COUNCIL MEETING C25-07** of the Council of the City of Dawson held on Tuesday, April 15, 2025 at 7:00 p.m. via City of Dawson Council Chambers.

PRESENT: Mayor Stephen Johnson **Councillor Justine Hobbs** Councillor Cud Eastbound **Councillor Tobias Graf REGRETS:** Councillor Darwyn Lynn ALSO PRESENT: CAO: David Henderson DMC: Shelly Musyi PDM: Farzad Zarringhalam PWM: Jonathan Howe 1 **CALL TO ORDER** The Chair, Mayor Johnson called Council Meeting C25-07 to order at 7:00 p.m. 2 **ADOPTION OF AGENDA** C25-07-01 Moved Bv: Councillor Hobbs Seconded By: Councillor Eastbound That the agenda for C25-07 be adopted as presented CARRIED UNANIMOUSLY 3 **DELEGATIONS, GUEST PRESENTATIONS, PUBLIC QUESTIONS &** COMMENTS 3.1 Leneath Yanson (Engagement and communication officer) and Shena Shaw (Vice-President, Environmental & Community Affairs) - Casino Mining Presentation Presentation of proposed Casino Mine Project and current status of the project. Council and public engaged in questioning. 4 **PUBLIC HEARINGS** 4.1 25-013 Subdivision Application The Chair called for submissions. The Chair called for submissions a second time. The Chair called for submissions a third and final time, and hearing none declared the Public Hearing closed. 5 **ADOPTION OF MINUTES** Council Meeting Minutes C25-06 of March 18, 2025 Moved By: Councillor Eastbound C25-07-02 5.1 Seconded By: Councillor Graf

Council Meeting C25-07

Minutes Item 4.1

That the minutes of Council Meeting C25-06 of March 18, 2025 be approved as presented.

CARRIED UNANIMOUSLY

6	SPECIAL MEETING,	COMMITTEE,	& DEPARTMENTAL REPORTS
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6.1Subdivision Application 25-013C25-07-03Moved By: Councillor Hobbs
Seconded By: Councillor Eastbound

That Council grant subdivision authority to adjust the boundaries between Lots 11, 12, 13, and 14, Callison Industrial Subdivision (DP #25-013), subject to the following conditions:

1. The applicant submits a plan of subdivision completed by a certified lands surveyor drawn in conformity with the approval.

2. The applicant shall, on approval of the subdivision plan by the City of Dawson, take all necessary steps to enable the registrar under the Land Titles Act to register the plan of subdivision.

CARRIED UNANIMOUSLY

0.2	Terms of Reference for Solid Waste Advisory Committee
	Moved By: Councillor Eastbound
	Seconded By: Councillor Hobbs

That Council adopt the Terms of Reference for the Solid Waste Advisory Committee as presented; and

That Councilor Hobbs be appointed to the Committee to serve as Chair; and

That staff be directed to initiate the recruitment process for public members of the Committee.

6.2.1 Amendment Moved By: Councillor Hobbs

Seconded By: Councillor Graf

That section 2. (c) "A designated City staff representative (non-voting) may be included as an advisor to provide technical and administrative support, as appropriate." be changed to "A designated City staff representative (non-voting) will be included as an advisor to provide technical and administrative support, as appropriate." in the solid waste committee terms of reference.

CARRIED UNANIMOUSLY

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6 2

C25-07-04

6.2.2 Terms of Reference for Solid Waste Advisory Committee – As Amended

Moved By: Councillor Eastbound **Seconded By:** Councillor Hobbs

That Council adopt the Terms of Reference for the Solid Waste Advisory Committee as amended; and

That Councilor Hobbs be appointed to the Committee to serve as Chair; and

Council Meeting C25-07

Minutes Item 4.1

That staff be directed to initiate the recruitment process for public members of the Committee.

CARRIED UNANIMOUSLY

 7
 ADJOURNMENT

 C25-07-05
 Moved By: Mayor Johnson

 Seconded By: Councillor Eastbound

 That Council Meeting C25-07 be adjourned at 8:23 p.m. with the next regular meeting of Council being May 20, 2025.

 CARRIED UNANIMOUSLY

THE MINUTES OF COUNCIL MEETING C25-07 WERE APPROVED BY COUNCIL RESOLUTION #C25-10-XX AT COUNCIL MEETING C25-10 OF May 20, 2025.

Stephen Johnson, Mayor

David Henderson, CAO



MINUTES OF SPECIAL COUNCIL MEETING C25-08 of the Council of the City of Dawson held on

Wednesday, May 7, 2025 at 12:00 p.m. via City of Dawson Council Chambers.

PRESENT: Mayor Stepher Councillor Jus Councillor Cuc Councillor Tob Councillor Dar	tine Hobbs I Eastbour bias Graf	8
ALSO PRESE CAO: David H DMC: Shelly M CFO: Yun Ke	enderson lusyj	
	1	CALL TO ORDER
		The Chair, Mayor Johnson called Council Meeting C25-08 to order at 12:01 p.m.
C25-08-01	2	ADOPTION OF AGENDA Moved By: Mayor Johnson Seconded By: Councillor Eastbound
		That the agenda for Special Council meeting C25-08 be adopted as presented.
		CARRIED UNANIMOUSLY
C25-08-02	3.	1 st reading of 2025 Tax Levy Bylaw (2025-02) amendment Moved By: Councillor Eastbound Seconded By: Councillor Graf
		That Council amend the 2025 Tax levy Bylaw by:
		1. Rounding the Non-Residential property Tax rate from 4 decimal (1.9392) places to 2 decimal places (1.94)
		2. Rounding the Residential property Tax rate from 4 decimal (1.6261) places to 2 decimal places (1.62)
		To accommodate the requirements of the City's financial software, and pass the first reading of this bylaw.
		CARRIED UNANIMOUSLY
	4	2 nd reading of 2025 Tax Levy Bylaw (2025-02) amendment Moved By: Councillor Eastbound Seconded By: Councillor Lynn
		That Council pass second reading of amended 2025 Tax Levy Bylaw (2025-02).
C25-08-03	4.1.1	2025 Tax Levy Bylaw (2025-02) amendment amendment Moved By: Councillor Eastbound Seconded By: Councillor Hobbs



That Council amend the 2025 Tax levy Bylaw amendment by rounding the Non-Residential property Tax rate from 4 decimal (1.9392) places to 2 decimal places (1.93).

CARRIED UNANIMOUSLY

2nd reading of 2025 Tax Levy Bylaw (2025-02) amendment C25-08-4 4.1.2 Moved By: Councillor Hobbs Seconded By: Mayor Johnson That Council pass second reading of amended amended 2025 Tax Levy Bylaw (2025-02). CARRIED UNANIMOUSLY C25-08-05 5 Adjournment Moved By: Councillor Lynn Seconded By: Mayor Johnson That Council Meeting C25-08 be adjourned at 12:31pm, with the next regular council meeting being May 20, 2025. CARRIED UNANIMOUSLY

THE MINUTES OF SPECIAL COUNCIL MEETING C25-08 WERE APPROVED BY COUNCIL RESOLUTION #C25-10-XX AT COUNCIL MEETING C25-10 OF MAY 20, 2025.

Stephen Johnson, Mayor

David Henderson, CAO

Minutes Item 4.1

MINUTES OF SPECIAL COUNCIL MEETING C25-09 of the Council of the City of Dawson held on Thursday, May 8, 2025 at 12:00 p.m. via City of Dawson Council Chambers.

Mayor Stephen Johnson Councillor Justine Hobbs Councillor Cud Eastbound Councillor Tobias Graf Councillor Darwyn Lynn	
ALSO PRESENT: CAO: David Henderson DMC: Shelly Musyj CFO: Yun Ke Ni	
1 CALL TO ORDER	
The Chair, Mayor Johnson called Council Meeting C25-09 to orc	der at 12:00 p.m.
2 ADOPTION OF AGENDA C25-09-01 Moved By: Councillor Hobbs Seconded By: Councillor Eastbound	
That the agenda for Special Council meeting C25-09 be adopted	d as presented.
CARRIED UNANIMOUSLY	
C25-09-0233rd reading of 2025 Tax Levy Bylaw (2025-02) amendment Moved By: Councillor Lynn Seconded By: Councillor Graf	
That Council pass the 3rd and Final reading of the amended 202 whereby:	25 Tax levy Bylaw
1. The non Residential Property Tax rate of 1.9392 is changed	to 1.93 and
2. the Residential Property Tax rate of 1.6261 is changed to 1.62 CARRIED UNANIMOUSLY	2
C25-09-03 4 Adjournment Moved By: Mayor Johnson Seconded By: Councillor Eastbound	
That Council Meeting C25-09 be adjourned at 12:09pm, with the council meeting being May 20, 2025.	e next regular
CARRIED UNANIMOUSLY	

THE MINUTES OF SPECIAL COUNCIL MEETING C25-09 WERE APPROVED BY COUNCIL RESOLUTION #C25-10-XX AT COUNCIL MEETING C25-10 OF MAY 20, 2025.

Stephen Johnson, Mayor

David Henderson, CAO



City of Dawson Report to Council

Agenda Item	Development Grant	X	Council Decision
Prepared By	Planning and Development		Council Direction
Meeting Date	May 20, 2025		Council Information
References (Bylaws, Policy, Leg.)			Closed Meeting
Attachments			

Recommendation

That Council allocate \$60,000 from the Housing Accelerator Fund (HAF) to support the construction of garden suites for rental purposes, and authorize staff to issue a call for applications.

Executive Summary

During the annual reporting period, the Planning and Development Department secured additional funding through the Housing Accelerator Fund (HAF) by proposing two new initiatives, including a development grant aimed at supporting missing middle housing, garden suites, and affordable rental units.

At the Committee of the Whole meeting on May 6, 2025, staff presented a report recommending an allocation of \$60,000 to support the construction of garden suites. The objective was to make such housing types more viable and aligned with Council's housing priorities.

This report reaffirms the recommendation to provide grants for the construction of garden suites and introduces some proposed amendments for Council's consideration and decision.

Background

CW25-05-08:

Moved by: Councillor Hobbs

Seconded by: Councillor Eastbound

That Committee of the Whole forward to council that Administration allocate \$60,000 from the Housing Accelerator Fund (HAF) to support the construction of garden suites for rental purposes, and to issue a call for applications in accordance with the criteria outlined in Option 1 for consideration.

Discussion / Analysis

In light of current commitments and associated costs of ongoing projects, Administration recommends that Council allocate \$60,000 toward this initiative at this time. Should the program demonstrate effectiveness in achieving its intended outcomes, and as the financial implications of other initiatives become clearer, Administration may bring forward recommendations for additional funding or expanded incentives in future budget discussions. As part of this initiative, the City has committed to supporting the development of additional affordable housing. The following funding structure was previously proposed:

a. \$20,000 – For the construction of a garden suite designated as affordable* rental housing; unit to be rented by Summer 2026
b. \$15,000 – For the construction of a garden suite designated as affordable rental housing; unit to be rented by Winter 2026
c. \$15,000 – For the construction of a garden suite designated as rental housing; unit to be rented by Summer 2026
d. \$10,000 – For the construction of a garden suite designated as rental housing; unit to be rented by Winter 2026

For all categories listed above, the Load Capacity Charge (approximately \$1,750) will be waived. Additionally, where feasible, the requirement for off-street parking may also be waived.

Proposed Amendments for Council Consideration

<u>Affordability</u>

While CMHC defines affordable housing as costing less than 30% of a household's before-tax income, verifying individual tenant incomes poses administrative challenges. Instead, staff recommend Council set a fixed maximum rent threshold as follows:

Based on 80% of Dawson's Median Household Income (MHI) from the 2021 Census (\$77,000):

80% of MHI = \$61,600

30% of \$61,600 = \$18,480/year or \$1,540/month (including utilities)

Subtracting average utility costs of \$300/month results in \$1,240/month (excluding utilities)

Recommendation:

Council may adopt maximum monthly rents as follows:

- \$1,540 (if rent includes utilities)
- \$1,240 (if rent excludes utilities)

Duration of Affordability

It is recommended that the incentive be tied to a 3-year commitment to maintain the unit as affordable rental housing.

Application Streams

In light of updated information from CMHC confirming that units must be constructed by December 2026, staff recommend removing streams based on rental dates or affordability tiers. Instead, offer a consistent incentive amount:

- Either **\$20,000** for three applications, or
- \$15,000 for four applications

Council decision is requested on the preferred funding model.

Agreements

Council may consider 3-year period as the duration of provision of affordable rental as the requirement of the agreement for the incentive.

Proposed Implementation Timeline

Description	Deadline
Call for applications issued	May 23, 2025
Letter of Intent due	June 20, 2025
Notification to successful applicants	June 27, 2025
Development Permit applications due	July 31, 2025
Development Permit decisions	August 22, 2025 (latest)
Grant agreement signed	September 30, 2025
Completion of construction	December 1, 2026
Proof of lease due	December 1, 2026
Grant disbursement	Within 2 weeks of lease submission

Staff will review all submissions to confirm:



- The proposed development is permitted on the subject property;
- Adequate lot size and compliance with setback requirements;
- Feasibility of connecting to municipal services, particularly within the historic townsite, in consultation with Public Works.

Selection Prioritization

Priority will be given to:

- Projects located within the historic townsite;
- Applications received earlier in the intake period.

Incentive Agreement Requirements

- Applicants must enter into an agreement with the City outlining the terms of the incentive.
- New units must be constructed and leased by December 2026.
- Payment of the incentive will occur upon submission of proof of a signed lease agreement.

Additional Notes

• Individuals may submit multiple applications; however, only one incentive may be awarded per applicant unless unallocated funds remain after the initial selection process.

Successful applicants will not be eligible to apply for additional incentives under the City's Development Incentive Policy for the same development.

Fiscal Impact

The development of new housing units will contribute to increased municipal tax revenue.

Alternatives Considered

Discussed above

Next Steps

Discussed above

Approved by	Name	Position	Date
	David henderson	CAO	May. 16, 2025



City of Dawson Report to Council

Agenda Item	Development Grant		Х	Council Decision
Prepared By	Planning and Development			Council Direction
Meeting Date	May 20, 2025			Council Information
References (Bylaws, Policy, Leg.)				Closed Meeting
Attachments				

Recommendation

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This report reaffirms the recommendation to provide grants for the construction of garden suites and introduces some proposed amendments for Council's consideration and decision.

Background

CW25-05-08:

Moved by: Councillor Hobbs

Seconded by: Councillor Eastbound

That Committee of the Whole forward to council that Administration allocate \$60,000 from the Housing Accelerator Fund (HAF) to support the construction of garden suites for rental purposes, and to issue a call for applications in accordance with the criteria outlined in Option 1 for consideration.

Discussion / Analysis

In light of current commitments and associated costs of ongoing projects, Administration recommends that Council allocate \$60,000 toward this initiative at this time. Should the program demonstrate effectiveness in achieving its intended outcomes, and as the financial implications of other initiatives become clearer, Administration may bring forward recommendations for additional funding or expanded incentives in future budget discussions. As part of this initiative, the City has committed to supporting the development of additional affordable housing. The following funding structure was previously proposed:

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Proposed Amendments for Council Consideration

<u>Affordability</u>

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Additional Notes

• Individuals may submit multiple applications; however, only one incentive may be awarded per applicant unless unallocated funds remain after the initial selection process.

Successful applicants will not be eligible to apply for additional incentives under the City's Development Incentive Policy for the same development.

Fiscal Impact

The development of new housing units will contribute to increased municipal tax revenue.

Alternatives Considered

Discussed above

Next Steps

Discussed above

A	Name	Position	Date
Approved by	David henderson	CAO	May. 17, 2025



City of Dawson Report to Council

Item	5.2
Item	0.2

Agenda Item	Citizen Representation on KDO Board	Х	Council Decision
Prepared By	David Henderson CAO		Council Direction
Meeting Date	May 6, 2025		Council Information
References (Bylaws, Policy, Leg.)	KDO Bylaws		Closed Meeting
Attachments	-		

Recommendation

That Council reappoint Colm Cairns to an additional 2-year term on the KDO board as a citizen

appointee.

Executive Summary

Colm Cairns has been a citizen representative on the KDO Board since 2015, nominated by the City of Dawson.

Historically, when there was a vacant position and the City is the nominating body, the City has called for interested candidates and nominated a board member. Such nominated members have remained on the board for renewing 2-year terms via confirmation of municipal administration barring directions otherwise from Council.

Mr. Cairns position is up for renewal, and he has indicated he is interested in serving again. The recommendation is that Council endorse Mr. Cairns reappointment to another 2-year term on the KDO Board

The City of Dawson Planning Manager also sits on the KDO Board as a City of Dawson nominee.

Background

From KDO's Website:

The Klondike Development Organization (KDO) is a not-for-profit entity dedicated to community economic development in Dawson City, Yukon. It operates as a collaborative partnership among several key local organizations

KDO's Board of Directors comprises representatives from its founding partner organizations:

- Chief Isaac Incorporated
- City of Dawson
- Dawson City Chamber of Commerce
- Dawson City Arts Society
- Klondike Visitors Association

This structure ensures that diverse community perspectives are incorporated into KDO's governance and decision-making processes. The board's composition reflects a collaborative approach to addressing the economic and social needs of Dawson City and the surrounding region.

Discussion / Analysis

The current practice appears to work – that of renewing existing citizen nominees when the board member is willing to serve another term and no recommendations have been received by administration that would result in an alternative recommendation to council

Fiscal Impact

There is no fiscal implication of this decision

Alternatives Considered

Council may consider opening up the nomination to a general request for interest. Given that is sometimes difficult to fill some board positions on nonprofit boards and it is administrations understanding that Mr Cairns is fulfilling the responsibilities of board membership this option was not pursued further.

Next Steps

if COW recommends to Council that the Current citizen appointee be reappointed the recommendation will go to Council for consideration.

Approved by	Name	Position	Date
	David Henderson	CAO	May. 2, 2025



City of Dawson Report to Council

Agenda Item	Request to Sole Source Backhoe Purchase and Budget Amendment		
Prepared By	Public Works Manager		
Meeting Date	May 6,2025		
References (Bylaws, Policy, Leg.)	 2021-03 Procurement Policy, 2025 Capital budget 		
Attachments	- Finning Quote, Backhoe Repair Costs		

×	Council Decision
	Council Direction
	Council Information
	Closed Meeting

Recommendation

That council accept a decision to sole source to Finning/CAT the purchase of a 420XE backhoe/loader and include a capital budget amendment of \$36,000 to accommodate price increase.

Executive Summary

The City of Dawson currently operates two backhoe units; one at the landfill and one in town. Both are used for general maintenance and during emergency service including after hours operation. Each unit is utilized for up to 1000hrs each year. The City has always used Cat/Finning products for these machines meaning our attachments, supplies on shelf, spare equipment such as tires align with this company. In addition, over time we have developed a deep relationship with this specific vendor both for parts acquiring and servicing. Recently, we have engaged with "Canoe Procurement" offering deep price cuts relating to this vendor. As included, Canoe Procurement also scores Finning/Cat highest on their list of potential vendors. It is recommended by staff that both a budget amendment and sole source procurement be used to facilitate the purchase of a new backhoe. Although this is staff's preferred option, other vendors were approached and no others expressed interest.

Background

The current landfill backhoe is reaching end of life at almost 10,000 hours runtime. The backhoe operated in town has also offered nearly 7000hrs of operating service. Traditional practise has been to offer the Quigly machine for sale to the public while moving the existing town machine to the landfill as it's replacement. This benefits the CoD by selling off an asset while it still retains value offering revenue to the City, providing a superior machine at the landfill and, most importantly, having a reliable, competent machine at the Public Works crew's disposal to conduct critical work on infrastructure as well as daily maintenance.

Discussion / Analysis

The need for a replacement backhoe for in town operations has become apparent. In order to ensure our obligations to citizens are met, a 100% reliable machine is needed. Over the past two years, even with dedicated maintenance, both current backhoes have failed for various reasons increasing cost in contractor fees during downtime and slowing the actioning of event resolution in crisis. As proven in the cost maintenance records provided, we have seen \$88,000 in repairs over the past five years. While it is understood that not all of these costs can be expected to be mitigated, the five year warranty offered by Finning will drastically decrease them. Also, by not allowing our service machinery to "age out" we can expect less maintenance and more reliable service.

As noted previously, each member of our backhoe fleet exhibits up to 1000 hours of duty per year. Aside from the fact that having reliable equipment allows the Public Works Department to immediately respond in emergency, the current contracting cost offered, at discount, is \$135/hr for the same work. The in town work alone would then cost \$135,000 per year under contract. The cost of constant landfill maintenance via contract is difficult to establish but would expect to fall in the same range (or higher due to Mob/Demob costs incurred due to distance and alternative equipment). Examining these costs, purchase of this new vehicle would be paid off in under two years and still retain a full warranty for the remaining three years as with this purchase a five year warranty is offered, again, minimizing repair costs in the future.

The need to sole source has been mentioned above but bears reiteration to illuminate the fact that we are able to reduce costs via retention of service, duplication of parts (shared between units) and the use of existing parts stock. Also, Finning/CAT has proven to be a reliable partner both in speed and quality of service. The Canoe Procurement program scores them highest of all vendors.

The requirement for the Public Works Department to have a trusted, reliable and easily serviceable backhoe cannot be understated. This vehicle opens manholes, moves gravel, engages in light road repair, supports spring surface drainage operations, performs installation of new servicing and maintains existing services. With this equipment we are able to address

emergency situations immediately as well perform day to day functions. This equipment not only serves the Public Works Department but also assists Recreation, Fire and Administration Departments. In addition, we are able to support non profit organizations during special events.

Alternatives Considered

- 1. To accept the sole source and budget amendment as offered to purchase a Finning/CAT 420 XE backhoe/loader.
- 2. To not purchase the above.

Next Steps

Contract to be delivered after work has commenced.

Approved by	Name	Position	Date
	David Henderson	CAO	May 2, 2025

Proposal Evaluation Heavy Construction Equipment with Related Attachments and Technology RFP #011723

Sourcewell

Rank Order	Total Points	Products, or Services	Offered Equipment,	Depth and Breadth of	Warranty	Value Added Attributes	Marketing Plan	Service	Ability to Sell and Deliver	Marketplace Success	Financial Viability and	Pricing	Requirements	Conformance to RFP		
Constant and the second	1,000	200			50	75	50	100		75		400	50		Possible Points	
	857	174			44	66	43	06		67		329	44			Caterpillar, Inc.
1	838	167			41	64	41	78		65		338	40			CNH Industrial America, LLC
4	8 8 6 2 8	7 162			1 40	4 61				62		3 316	2 22			CNH Industrial America, LLC America
14 1	812				41					20		333				Gradall Industries, Inc.
1	728				41					ec.		8/7				Grove U.S., LLC
9	818	191			44	Tq	2 4		70	80	60	333	5	10		Hitachi Construction Machinery America's, Inc.
CT	89/	140			40	CC	1 1		75	10	61	GTC		D £		Hi-Vac Corporation
UT .	QT8	222	2		44	S S	5		78	04	S	200		40		Hyundai Construction Equipment Americas, Inc.
ų	040	7/1	1		41	202	70 Ht	41	87		53	222	1	41		 John Deere Shared Services, LLC

Rank Order	Total Points	Products, or Services	Depth and Breadth of	Warranty	Value Added Attributes	Marketing Plan	Service	Ability to Sell and Deliver	Marketplace Success	Financial Viability and	Pricing	Requirements	Conformance to RFP			
State of the state of the	1,000	200		50	75	50	100		75		400	50		Possible Points		
6	835	154		42	65	41	80		62		348	43			Machinery, USA	Kobelco Construction
2	847	166		43	63	43	83	57	63		343	43			Komatsu America Corp.	
17	706	146		40	56	35	73		55		265	36			LBX Company, LLC	
12.5	608	165		43	58	37	75		75		336	38			Liebherr USA Co.	
12.5	608	154		41	60	41	18	1	52	8	329	41			Link-Belt Cranes	
7.5	820	158		44	60	41	08	3	50	1	340	42			America, LLC	LiuGong Construction Machinery North
															ιις	MAZIO ATTACHMENTS,
1.5	820	168		42	5	42	6/ 6/	25	22	5	675	4			SANY America	
v	83/	159		#	40	43	5 8	2	ç	0	334	22 ±	2		Equipment North America	Volvo Construction

James Voelker, CPCM, CFCM, Procurement Lead Analyst

James Voelker

-DocuSigned by: 0B0204E40D3E445.

Michael Muñoz, CPPB, Procurement Analyst

Bill Davison, CPPO, NIGP-CPP, Procurement Analyst Bill Davison

DocuSigned by:

Carol Jackson, Procurement Analyst Carol Jackson

DocuSigned by:

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EQUIPMENT SALES AGREEMEMT5.3

Wesley Kyle

wkyle@finning.com

+1 (780) 7182849

Finning (Canada) a division of Finning International Inc.

Q-00142131 420-07

143 INDUSTRIAL ROAD WHITEHORSE YT Y1A 2V2

Bill To

CITY OF DAWSON

BOX 308 DAWSON CITY YT Y0B 1G0 CA

<u>Ship To</u>

CITY OF DAWSON

BOX 308 DAWSON CITY YT Y0B 1G0 CA

Sales Representative:

Sales Representative Email:

Sales Representative Mobile:

Customer Information		Sales Agreement	Information
Account Number:	CA-0022470	Proposal Date:	May 02, 2025 10:14 AM
Sales Contact:		Proposal Expiry:	June 01, 2025
Sales Contact Email:		Serial Number:	
Service Contact:		Required Date:	May 02, 2025
PO Number:			
Owner Class:	Municipal Government		

Item	Qty	Description
MACHINE		
MACHINE	1	420 07A BACKHOE LOADER DCA2C
		INCLUDES:
		420 07A BACKHOE LOADER CFG2
		COUNTERWEIGHT, 460 KGS (1015 LBS)
		WORKLIGHTS (8) HALOGEN LAMPS
		ENGINE, 74.5KW, C3.6 DITA, S5 (T4F)
		HYDRAULICS, MP, 6FCN/8BNK, ST
		AIR CONDITIONER, S5 (T4F)
		STICK, EXTENDABLE, 4.3M (14FT)
		CAB, DELUXE
		PT, 4WD/2WS, POWERSHIFT
		DISPLAY, STANDARD
		LOADER BUCKET PINS
		RIDE CONTROL
		COLD WEATHER PACKAGE, 120V
		AUTO-UP STABILIZERS
		AUX READY, E-STICK
		SEAT, DELUXE FABRIC
	1	EDGE GP CUT



EQUIPMENT SALES AGREEMENT 5.3 Q-00142131

Finning (Canada) a division of Finning International Inc.

143 INDUSTRIAL ROAD WHITEHORSE YT (1A 2V2		Proposal Date Proposal Expiry Sales Representative	June 01, 2025
ltem		Qty	Description
ATTACHMENTS			
	1	BHL-BG-1.31 CAT GP BCKT BOE IT	
	1	BHL-QC-MN CAT MAN COUPLER WB	BM
FREIGHT			
	1	CUSTOM FREIGHT Freight to Dawson City	
WARRANTY	1	STD 12 MONTHS UNLIMITED HOURS	
	1	GOV BHL 60/7500 PREMIER	
LOCAL SHOP		MACHINE BASE PREP TO PDI IN AB	
	1	WINTER OILS SUPPLY & INSTALL	
	1	CUSTOM LOCAL SHOP 420-07-5057-098SHP-002	
	1	CUSTOM LOCAL SHOP 420-07-5057-098SHP-001	
AFTERMARKET SOLUTIONS	1	CVA - DO-IT-MYSELF - 2 YEAR / 1000 H CERTIFICATE - SELF-SERVE	HOUR - \$600.00 CREDIT VIA CAT CARD



EQUIPMENT SALES AGREEMENT 5.3

Finning (Canada) a division of Finning International Inc.

Q-00142131 **420-07**

Notes: Canoe Member number AB7008 Canoe contract number 011723-CAT



Equipment Total	CAD 200,575.25
Trade-In Total	CAD 0.00
Applied Rentals/Progress Bill	CAD 0.00
Levies	CAD 160.00
Equipment Sales Agreement Sub-Total	CAD 200,735.25
GST	CAD 10,036.76
GST Credit on Trade-In	
PST	CAD 0.00
PST Credit on Trade	
Equipment Sales Agreement Net Amount	CAD 210,772.01
Down Payment	CAD 0.00
Equipment Sales Agreement Total	CAD 210,772.01

THE PURCHASER HEREBY OFFERS TO PURCHASE FROM FINNING (CANADA), A DIVISION OF FINNING INTERNATIONAL INC. ("FINNING") THE EQUIPMENT DESCRIBED ABOVE ("THE EQUIPMENT") ON THE TERMS AND CONDITIONS SET OUT HEREIN.

FINNING DOES NOT AUTHORIZE ITS EMPLOYEES TO CONNECT ELECTRICAL EQUIPMENT AND ASSUMES NO RESPONSIBILITY FOR ANY LOSS, DAMAGE OR DELAY SUFFERED BY CUSTOMERS AS A RESULT OF THE CONNECTION OF ANY ELECTRICAL EQUIPMENT SOLD BY FINNING WHETHER THE CONNECTION IS MADE BY FINNING'S EMPLOYEES OR BY OTHERS.

FINNING'S LIABILITY IS LIMITED BY THE TERMS AND CONDITIONS ATTACHED WHICH FORM PART OF THE AGREEMENT, IN ADDITION, THERE ARE PROVISIONS IN THE ATTACHED WHICH MAY RESULT IN THE PURCHASER HAVING TO PAY CUSTOMS DUTIES, IMPORT DUTIES AND EXCISE TAXES WHICH DO NOT FORM PART OF THE TOTAL PRICE SHOWN ABOVE. IT IS IMPORTANT THAT YOU READ AND FULLY UNDERSTAND ALL OF THE TERMS AND CONDITIONS ATTACHED HEREOF PRIOR TO SIGNING THIS ORDER. THERE ARE SERIOUS FINANCIAL CONSEQUENCES TO THE PURCHASER IF THE PURCHASER IF THE PURCHASER THIS ORDER. PLEASE REVIEW THE TERMS AND CONDITIONS ATTACHED TO THIS DOCUMENT CAREFULLY AND DISCUSS THE WITH YOUR FINNING REPRESENTATIVE.

THE PURCHASER ACKNOWLEDGES THAT THEY HAVE READ AND UNDERSTAND THE APPLICABLE WARRANTY AND HAVE RECEIVED A COPY THEREOF.

BY CHECKING OFF THIS BOX, YOU ARE CONSENTING TO RECEIVING EMAIL COMMUNICATIONS CONTAINING NEWS, UPDATES, AND PROMOTIONS FROM FINNING INTERNATIONAL INC, ITS AFFILIATES AND SUBSIDIARIES AND CATERPILLAR INC. YOU CAN UNSUBSCRIBE AT ANY TIME BY VISITING <u>www.finning.com/unsubscribe</u>, IF YOU HAVE ANY QUESTIONS, PLEASE REVIEW OUR DATA GOVERNANCE STATEMENT AT <u>WWW.FINNING.COM</u>, CALL 1-888-346-6464, E-MAIL <u>hello@finning.com</u> OR MAIL US AT 16901 109 AVE NW, EDMONTON, AB T5P 4P6.

ACCEPTED AT	PURCHASER	
E08 - WHITEHORSE	CITY OF DAWSON	
ON (DATE)		
FINNING (CANADA), A DIVISION OF FINNING INTERNATIONAL INC.		
ВҮ		
Wesley Kyle	SIGNATURE(S) AND TITLE(S) C	DR AUTHORIZED OFFICIAL(S)

By signing above, the Purchaser agrees that this is a binding agreement for the purchase of the Equipment.



TERMS AND CONDITIONS

- Entire Agreement. These terms and conditions, Finning's quotation or proposal (if applicable), Customer specifications along with a deviation or exception list and this Agreement constitute a final, complete and exclusive agreement of the parties ("Agreement") to the exclusion of all other documents including, without limitation, any purchase order or other documentation provided by the Customer. Terms in Finning's quotation or proposal (if applicable) shall control if inconsistent with these terms and conditions. No prior dealings, or course or usage of trade shall supplement or explain any terms herein unless consented to by Finning in writing.
- Applicability of Terms and Conditions. Finning's performance pursuant to this Agreement entered into by the parties shall incorporate by reference these terms and conditions. Unless otherwise agreed to in writing by both parties, Finning objects to and rejects any additional, different or inconsistent terms and conditions on the Customer's Agreement or other writing. Finning may refuse performance without liability if Customer's credit approval is denied or a Finning required letter of credit, guaranty or other security is not received.
- 3. Drawings and Technical Documents. All drawings and technical documents relating to the equipment identified the Agreement, submitted by one party to the other, prior or subsequent to the entering into of the Agreement, remain the property of the submitting party. Such drawings and technical documents and the information contained therein may not, without the prior consent of the submitting party, be used, copied, or communicated by the receiving party for any other purpose than that for which they were provided.
- 4. Delivery. Finning will deliver the Equipment to the Customer on or before the delivery time set out in the Agreement ("Delivery Time") and in accordance with the delivery term specified therein. If no delivery term is specified, the delivery term will be Ex Works (EXW), as such term is defined in Incoterms in force on the effective date of the Agreement.
- 5. Failure to Accept Delivery. If the Customer fails to accept delivery at the Delivery Time for reasons other than substantial non-conformity of the Equipment, Finning shall arrange for storage of the Equipment at the Customer's sole risk and expense. Finning may in its sole discretion, arrange for storage with a third party or in accordance with the terms of Finning's standard storage agreement. Notwithstanding the foregoing, the Customer shall pay any part of the purchase price of the Equipment (the "Purchase Price") which becomes due on delivery, as if delivery had taken place.
- 6. Storage. If the Customer does not take delivery within 30 days after the Delivery Time, Finning may, in its sole discretion: i) store the Equipment and the Customer shall pay the portion of the Purchase Price that was due on delivery and 0.04% of the total Purchase Price per day as a storage fee; and ii) at any time terminate the Agreement and the Customer shall pay, on demand, 15% of the total Purchase Price representing Finning's damages and any amounts outstanding for storage. If Finning terminates the Agreement pursuant to this Section, Finning shall be entitled to sell, lease, rent or otherwise dispose of the Equipment in its sole discretion without any liability whatsoever to the Customer, including with respect to the proceeds.
- 7. Finning Delay Due to the Customer. If Finning is delayed or incurs additional costs in performing its obligations as a result of any default, including delay, by the Customer or its agents in the performance of the Customer's obligations and such default or delay is not due to Force Majeure, then the completion, delivery and other dates contemplated under this Agreement shall be adjusted as reasonably required to accommodate the effects of that delay, and the Customer shall pay Finning additional costs reasonably and necessarily incurred by Finning as the result of any default, including delay, by the Customer or its agents.
- 8. Price and Payment. Finning may in response to significant exchange rate fluctuations, manufacturer price adjustments, increased costs associated with shipping and/or delivery, changes to the applicable taxes and duties, and other factors impacting the supply of the Equipment, without notice and in its sole discretion, adjust any prices provided in a quotation, proposal, or otherwise to the Customer prior to delivery. Except as otherwise, set out in this Agreement, all prices are in Canadian dollars. Payment shall be due to Finning upon delivery of Equipment, without set-off, deduction, or withholding. Overdue payments shall bear interest at a rate of 18% per annum. If the Customer has not paid an amount due hereunder and in addition to all other remedies available for late payment, Finning may, upon notice to the Agreement and recover compensation for loss Finning incurs, which compensation shall not exceed the unpaid balance of the Purchase Price plus interest and any additional costs reasonably incurred by Finning.
- 9. Letter of Credit. Finning may require the Purchase Price of the Equipment and any other charges incurred (or to be incurred) by Finning for Customer's account shall be covered by an irrevocable Canadian Dollar Letter of Credit in a form acceptable to Finning and confirmed by a reputable commercial bank acceptable to Finning and sufficient in amount to cover such price plus all related charges. The Letter of Credit shall be established upon receipt of a signed Agreement. If shipment is prevented as a result of a Force Majeure or by any act or omission of Customer but the Equipment is ready to ship, the Customer shall amend the Letter of Credit to allow for release of funds based on a Finning affidavit document stating that Equipment is ready for shipment. All bank charges including, but not limited to, bank confirmation fees are for the account of Customer.
- 10. Deposit. At any time prior to delivery of the Equipment, Finning may, in its sole discretion, require the Customer to pay a deposit under this Agreement ("Deposit") and to sign a form of Deposit Agreement as provided by Finning. The Deposit shall be non-refundable and shall be applied to the Purchase Price. If the Customer fails to make any payment due hereunder or commits any other breach of this Agreement, including but not limited to cancellation or breaches contemplated herein, Finning may, in Finning's sole discretion, retain such deposit on account of damages without limiting Finning's right to pursue the Customer for additional damages and other remedies under this Agreement and the law.
- 11. Taxes. The Customer shall pay and discharge when due, all license fees, assessments, and all taxes including all sales, use, property, rental, excise, goods and services, and other taxes or duties (each of which is a "Tax") now or hereafter imposed by any federal, provincial, or local government or taxing authority upon the goods or services which are subject matter of this Agreement (except income taxes payable by Finning) whether the same are payable by, or billed or assessed to Finning or the Customer, together with any penalties or interest levied or charged in connection therewith. The Customer warrants the truth and accuracy of any statement in writing to Finning that the Equipment is not subject to, or is subject to any particular rate of Tax or Taxes. If Finning, either at the Customer's request or due to requirement of law or otherwise, pays any such Tax or any amount in excess of the amount which would have been payable based on the Customer's statement, the Customer shall immediately reimburse Finning and the amount of any such payment shall bear interest at the rate of 18% per annum at the Customer's sole cost and expense.
- 12. Force Majeure. Finning shall not be liable for any loss or damage arising from Finning's failure to perform any obligation or delay resulting from any cause beyond the reasonable control of Finning or from any act of God, act of war whether declared or undeclared, act of civil or military authority, act of any governmental authority, acts or omissions of the Customer or contractors or subcontractors, civil disturbance, insurrection or riot, sabotage, fire, pandemics, inclement weather conditions, earthquake, flood, strike, work stoppage or other labour difficulty, embargo, fuel or energy shortage, major equipment or Equipment breakdown, delay or accident in shipping or transportation, failure or delay in obtaining necessary manufacturing facilities, labour or materials from its usual sources, or unforeseen circumstances or contingencies.
- 13. Warranty. The terms of any applicable warranty is the standard manufacturer's warranty and Finning's standard service warranty (collectively, the "Warranty"). Other than the Warranty and any applicable performance guarantee, no other warranties, conditions, guarantees or similar obligations, whether express or implied by fact, by law, including any statute or regulation, by custom or trade usage, or by any course of dealing, including but not limited to any implied warranties or conditions of merchantability or fitness for purpose or fitness for a particular purpose, are applicable. The Warranty is in the nature of liquidated damages, represents the sole liability of Finning and sole remedy for the Customer, and in substitution for any damages to which the Customer might otherwise be entitled at law or in equity and, in particular, Customer hereby agrees that in lieu of an action for breach of contract, Customer will rely upon the provisions of the Warranty. In respect only of claims made under the Warranty, if there is a conflict or inconsistency between the terms of the Warranty and any other term of this Agreement, including, without limitation, any term of these Terms and Conditions, the terms of the Warranty shall govern.
- 14. Warranty Start Date. The start date for purposes of Warranty shall be the date indicated on the Delivery Service Record which shall be completed by Finning on or after the Delivery Time.
- 15. Cancellation Subject to any cancellation schedule in this Agreement, the Customer is not permitted cancel and/or terminate this Agreement under any circumstances without Finning's written consent. If the Customer is permitted to cancel an order for stock Equipment (as determined by Finning in its sole discretion), Finning may retain any deposits and advance payments received and Customer will pay any additional amounts required to fully indemnify Finning against loss, all of which shall be no less than 10% of the Purchase Price. If Customer cancels an order for non-stock or custom orders, Finning may retain any deposits and advance payments received and Customer cancels an order for the fully indemnify Finning against loss including, without limitation, the value of all work done by Finning up to the time of cancellation, demobilization costs, disassembly costs, amounts owing by Finning to the Equipment manufacturer, any other supplier and any shipper, and all other losses of any kind whatsoever including loss of profit. The Customer shall pay the foregoing amounts on account of damages suffered by Finning but the payment of such amounts by the Customer shall not limit Finning's right to pursue the Customer for additional damages and other remedies under this Agreement and the law.



Item 5.3

- 16. **Compliance with Regulations.** Finning shall provide Equipment in accordance with Finning's good faith interpretation of applicable codes and regulations in effect at the time of Agreement by Customer. However, due to periodic changes in and varying interpretations of such codes and regulations, Finning makes no representations that the Equipment complies with all laws, codes, regulations and standards. Finning shall, at Customer's request and expense, make any reasonable modifications to Equipment required for compliance with any codes and/ or regulations.
- Compliance with Environmental Protection Legislation. The Customer shall, at all times, ensure the Equipment is operated and maintained in compliance 17. with all applicable legislation governing emissions, including but not limited to regulations prescribed by the United States Environmental Protection Agency (the "US EPA"), and analogous legislation in Canada and any other country to which the Equipment is shipped (the "Legislation"). If the Customer is bringing the Equipment into compliance with the Legislation (by assembling the Equipment or otherwise), the Customer covenants to do so and to perform any related obligations to ensure compliance with Legislation. Any use of the Equipment shall in no way diminish or vary the operation or maintenance of after treatment or other emission control features that are part of the Equipment or render the Equipment non-compliant with Legislation. The Customer shall keep and maintain a complete set of books and records (collectively, the "Records") that demonstrate to the satisfaction of Finning and any applicable regulatory and other authorities that the Equipment has been operated and maintained in compliance with Legislation. Finning shall have the right to inspect the Equipment at the Customer's premises or elsewhere and to review the Records, which shall be made fully available to Finning to audit. If in Finning's opinion the Equipment is not compliant with Legislation, and the Equipment is in the Customer's care and control, the Customer shall, on demand by Finning, either relinquish the Equipment to Finning (in which case Finning shall bring the Equipment into compliance at Customer's sole cost and expense) or bring the Equipment into compliance as soon as practicable. The Customer indemnifies Finning from and against any and all costs, liabilities, penalties, fines, including costs on a solicitor and client basis that Finning may suffer or incur as a result of the Customer's failure to comply with this Clause. Such costs shall be payable forthwith upon demand to Finning, and interest shall accrue on sums due and owing under this Clause at a rate of 18 percent per annum. The terms set out in this Clause shall be brought to the attention of, and form part of, any contract of sale, rental or other relationship between the Customer and any third parties who purchase, rent, use or otherwise have the care and control of the Equipment.
- 18. Prohibition on Resale. The Customer represents and warrants that the Equipment is being purchased for its own use and not for resale to any third parties. The Customer acknowledges that any resale of the Equipment within one (1) year of the Delivery Time will harm the legitimate business interests of Finning. Should the Customer relinquish control and/or ownership of the Equipment by way of sale, lease, or any other kind of transaction whatsoever without the prior written consent of Finning, the Customer shall pay to Finning, on demand, ten (10%) percent of the Purchase Price applicable to that Equipment as liquidated damages, such damages reflecting a legitimate assessment of Finning's damages and not a penalty.
- 19. Limits of Liability. Finning shall not be liable, whether based in contract, warranty, indemnity, tort (including negligence), strict liability, or alternative tort remedies or any other theory of law or equity, for any indirect, special, incidental, punitive, exemplary or consequential damages including, but not limited to, damage to associated equipment, loss of profits or revenue, loss of production, loss of use of Customer's property, plant, equipment or system downtime costs or claims of Customer's customers. The remedies provided herein are exclusive and Finning's total aggregate liability to Customer hereunder shall not exceed half of the Purchase Price paid by Customer for the specific Equipment or services from which any claim or damages hereunder may arise.
- 20. Indemnification. The Customer shall defend, indemnify, and hold harmless Finning and its affiliates and their directors, officers, employees and agents from and against any and all liability, loss, damage, cost or expense (including solicitors' fees on a full indemnity basis) by reason of (i) any allegation, claim, action, suit or threat thereof, for the death or injury of any person(s) or damage or destruction of property arising out of the negligence or willful acts of Customer or its agents or representatives; and (ii) the Customer's breach of or failure to perform its obligations hereunder.
- 21. Risk of Loss and Security Interest. Except if otherwise set forth in the Agreement, risk of loss or damage to Equipment shall pass to Customer upon delivery. All actual costs for transportation, tariffs, insurance and similar charges are for Customer's account unless otherwise specified. Title shall pass upon delivery and payment in full by the Customer. From the point of delivery through and including commissioning and testing, Customer shall maintain all risks property Insurance naming Finning and any contractors as additional insureds as their interest may appear. Customer hereby grants Finning a security interest in the Equipment for all amounts which the Customer owes or may owe under this Agreement. Customer shall do everything necessary or convenient to perfect and maintain such security interest including, but not limited to, the prompt execution and delivery of financing statements as requested by Finning. Finning may, in its sole discretion, make registrations or take other action to protect its interest in the Equipment. To the extent permitted by law, Customer hereby waives all rights to receive notice of registration or copies of financing statements, financing change statements, verification statements, or any other notices or documentation associated with the foregoing.
- 22. Confidentiality. "Confidential Information" means information that is designated as confidential or should reasonably be understood to be confidential which includes but not limited to all specifications, illustrations, drawings, data and other information transmitted by Finning to Customer in connection with this Agreement. Confidential Information may only be disclosed to the Customer's employees, professional advisors, agents, and subcontractors ("Representatives") on a "need-to-know" basis in connection with this Agreement. Representatives shall be bound to treat the Confidential Information under terms at least as restrictive as those herein, and the Customer shall be liable for unauthorized disclosures by its Representatives. Customer will use at least the same degree of care as it employs with respect to its own Confidential Information, but not less than a commercially reasonable standard of care. If Customer must disclose Confidential Information as required by law, it shall give reasonable prior notice to Finning.
- 23. Intellectual Property. Equipment (including software), incorporates technology, patents, trademarks, service marks, trade names, proprietary information, trade secrets and other intellectual property rights therein of Finning (collectively "Finning Intellectual Property"). The Finning Intellectual Property rights are owned and controlled by Finning, its licensors, and certain other third parties. All rights, titles and interests in and to the Finning Intellectual Property is the property of Finning, its licensors or certain other third parties, and is protected by Canadian and international copyright, trademark, trade dress, patent and/or other intellectual property and unfair competition rights ato the fullest extent possible. Subject to the applicable Terms of Use, Finning grants Customer a non-exclusive and revocable license to use the Finning Intellectual Property owned by and made available by Finning to the extent necessary to use the goods and/or services purchase under this Agreement and otherwise exercise its rights herein.
- 24. Ownership of Intellectual Property Rights in the Data. All intellectual property rights in any data generated ("Output Data") as part of the goods and/or services sold under this Agreement will vest in Finning upon the creation absolutely and Customer hereby assigns absolutely all of its intellectual property rights in and to the Output Data, except that Customer is permitted to use such Output Data solely for its internal business purposes. For clarity, this provision only applies to data generated as part of the performance of this Agreement and does not apply to the raw data ("Raw Data") that is provided by Customer or the users. Where Raw Data is provided by Customer, Customer will grant Finning a non-exclusive, irrevocable, transferrable, worldwide license to use the Raw Data that has been provided by Customer.
- 25. Data Sharing. The Customer understands, acknowledges and agrees that Finning and Caterpillar Inc., and its and their respective group of companies and business affiliates and contractually related third parties can and will collect and have possession of information about the Customer, including information about the Customer's ownership, rental, maintenance and use of the Customer's Caterpillar machines and other equipment provided by or through Finning. Details relating to the information that is collected, how it is collected, how it is used and have possession of information about the Customer's Details relating to the information that is collected, how it is collected, how it is used and shared, and how it is kept secure are all contained in Finning's Data Governance Statement which can be viewed at http://www.citerpillar.com/en/legal-notices/data-governance-statement.html.
- 26. Electronic Communication. With the Customer's consent, Finning may send electronic communications to inform the Customer of products or services available from Finning or its affiliated entities. When collecting information that might be used to contact the Customer about Finning's products and services, Finning will give the Customer the opportunity to opt-out from receiving such communications. Moreover, each e-mail communication Finning send includes the ability to unsubscribe allowing the Customer to stop delivery of that type of communication. If the Customer elect to unsubscribe, Finning will remove the Customer from the relevant list.
- 27. Prohibition on Exports. Equipment sold under this Agreement controlled by the U.S. government is authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. government or as otherwise authorized by U.S. law and regulations.
- 28. Independent Contractor. The parties agree that Finning is an independent contractor and not an employee or agent of the Customer. Equipment operators and other Customer employees, agents, or subcontractors assigned to assist Finning may receive temporary instructions, directions or control from Finning but shall at all times be considered the employees, agents, subcontractors of the Customer and not of Finning.
- 29. Amendments. No modifications, revisions or amendments to this Agreement will be binding unless made in writing and signed by both parties. No action, delay, or failure to act by Finning shall constitute a waiver of any right available to Finning under this Agreement except to the extent as may be specifically agreed to in



writing by Finning.

- 30. Assignment; Validity. This Agreement is not assignable without the prior written consent of Finning, which consent may be withheld at Finning's sole discretion. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- 31. Applicable Law. This Agreement and each of the documents contemplated by or delivered under or in connection with this Agreement are governed by and are to be construed in accordance with the laws of the Province of Alberta and the laws of Canada applicable therein and treated in all respects as an Alberta contract. The parties to this Agreement hereby irrevocably and unconditionally attorn to the exclusive jurisdiction of the Courts of the Province of Alberta and all courts competent to hear appeals therefrom.



City of Dawson **Report to Council**

Item	54	
num	J.T	

		1		
Agenda Item	Boardwalk Contract Request for Quotes		x	Council De
Prepared By	Public Works Manager			Council Dir
Meeting Date	May 20 th ,2025			Council Info
References (Bylaws, Policy, Leg.)	- 2021-03 Procurement Policy, 2025 Capital Budget			Closed Mee
Attachments: Sidewalk contract	- As Attached			

x	Council Decision
	Council Direction
	Council Information
	Closed Meeting

Recommendation

That council approve Request for Quotation (RFQ.) as the procurement process for the contracting of Boardwalk Improvements.

Executive Summary

The City of Dawson maintains boardwalk structure throughout the community. Although the Public Works Dept. engages in maintenance throughout the year, major reconstruction of sections is required to retain the integrity of the system in the long term.

As per the Procurement Policy purchases over \$50,000 with previous budget approval require the procurement method to be recommended to council at committee of the whole. To expedite the process this RFD was brought to Council.

Discussion / Analysis

The City of Dawson 2025 Capital Budget as approved has allocated \$70,000 for the seasonal improvement within the community. It is the intention of the Public Works Dept. to offer a \$50,000 contract to be paid out per linear foot of sidewalk installed, to be awarded to the most economically conservative bidder. The remainder of budgeted funds will be utilized to purchase required materials and support the successful bidder.

Fiscal Impact

As this has been allocated in the capital budget and the project contract will be based on a time and charges system there will be no cost overruns in the proposed project. Any excess funds will be utilized for "in house" boardwalk improvements or returned to reserves.

Alternatives Considered

None.

Next Steps

Contract to be delivered after council acceptance.

Approved by	Name	Position	Date
	David Henderson	CAO	2025-05-17



City of Dawson 2025 SIDEWALK INSTALLATION Request for Quotes

Project Summary:

The City of Dawson is seeking the services of a contractor to install sidewalks as per and in accordance with attached Terms of Reference and RFQ Documents including Appendices.

This installation is to take place from mid/late-May to October 1, 2025.

General Conditions:

- 1. Protection of Property
 - 1. Any damages resulting from or attributed to the Contractor's action are to be made good by the Contractor at no extra cost to the City.
 - 2. Damages will be repaired prior to termination of contract.
 - 3. Damages will be repaired to specifications and standards provided by the Public Works Superintendent.
 - 4. The Contractor shall be liable to the City for any loss or damage to any property of the City arising out of the performance of the Work whether or not such loss arises from causes beyond the Contractor's control.
- 2. The work is to be carried out by competent workers, fully capable of delivering the highest standard of results under the work of this contract.
- 3. Neither the whole or any part of the work may be subcontracted by the Contractor without the Consent of the City, and every approved subcontractor shall incorporate all the terms and conditions of the contract which can reasonably be applied thereto. Nothing contained in the contract documents shall create any contractual relationship between any subcontractor and the City.
- 4. The City reserves the right to inspect any or all jobs at any time.
- 5. The work site shall be kept in a clean and neat manner, free from all foreign material to the work at all times.
- 6. Failure by the Contractor to provide the described services in compliance with the terms and conditions of the contract, may result in the owner subcontracting the work to a third party, all additional costs to be borne by the Contractor.

Bid Instructions:

1. Bids must be submitted using the attached Bid Sheet, completed in full; and must be signed.

2. Bids are to be submitted by post or email will be received by the City of Dawson labelled as:

2021 Sidewalk Installation Attn: Kim Martens, Public Works Administrative Officer Box 308 1336 Front Street Dawson City, YT Y0B 1G0 <u>pwadmin@cityofdawson.ca</u>

Documents must be delivered before the time of bid closing of **2:00pm local time** as designated by the clock at the Reception Desk of the office at 1336 Front Street, Dawson City, YT on May **??**, **2025.**

It is the responsibility of the Contractor to ensure bids submitted via email and all corresponding documentation is received by the City of Dawson. An email should be followed up by a phone call to ensure it arrived with the person it was intended for, c/o Public Works Administrative Officer, Kim Martens, 867-993-7400 Ext 306.

- 3. Quotes will be evaluated according to the prices and qualifications submitted. The lowest or any bids submitted are not necessarily accepted. The City of Dawson reserves the right to not award this tender. The lowest or any Bid will not necessarily be accepted.
- 4. Questions will be taken by <u>pwadmin@cityofdawson.ca</u> and answered through addendum(s) sent to all parties who have received this Request for Quotation,
- 5. Proof of the following must be submitted prior to signing a Service Agreement.
 - Workers Compensation Board Coverage
 - Valid City of Dawson business license
 - Commercial general liability insurance policy in an amount not less than two million (\$2,000,000.00) dollars with the City of Dawson named as additional insured and including a cross-liability clause. A thirty (30) day notification prior to the cancellation of the policy must be included.

For further information please contact Kim Martens at pwadmin@cityofdawson.ca or 993-7400 ext.306.



Scope of Work:

The Contractor is required to provide all labor, tools, vehicles, and bobcat (or equivalent gravel spreading equipment).

The City will supply all lumber, nails and sidewalk sections required.

The City will select which sections of sidewalks will be replaced. All work done will be directed by the City of Dawson.

The Contractor shall install approximately 100 sidewalk sections during the season.

The City will determine the work of drainage requirements on a property-to-property basis if drainage needs arise.

The general duties and responsibilities of the Contractor will include:

- 1. Remove existing sections of used and damaged sidewalks and haul to Quigley Landfill. Properly dispose of and compact disposed sidewalks. Remove any existing unusable bedding mud or gravels.
- 2. City shall supply screened white channel gravel contractor shall spread level with a bobcat or similar small machine, and compact with plate tamper so that a good level base is prepared to install the new sidewalks on.
- 3. Slope new gravel from sidewalk edge to road surface.
- 4. Install the sleeper boards on the gravel pad.
- 5. Haul constructed sections of sidewalk from either the City Shop or City Yard in Callison to the site and install.
- 6. Contractor shall also haul any waste rocks, mud, or gravel from the new sidewalk installation location.
- 7. The Contractor may need to provide extra carpentry work in addition to installation of the sidewalk sections, e.g. modifying adjacent stairs or railings.

8. Ensure private property is not damaged during removal and installation. Some landscaping may be required to make safe access to private property.

2025 SIDEWALK INSTALLATION Bid Sheet

Business Name:	
Contact Person:	
Address:	
Phone:	
Email:	
Business Licence #:	

All prices to be provided are not to include GST. It is understood that the City will include GST upon payment of invoices.

Price per foot to install new sidewalks including gravel substrate as outlined in Schedule A: Terms of Reference	\$
Hourly Labor rate (per person to do any extra work required)	\$
Hourly Equipment rate (to do any extra work) Equip Description	\$
Hourly Equipment rate (to do any extra work) Equipment Description	\$
Hourly Equipment rate (to do any extra work) Equipment Description	\$

Bidder acknowledges receipt of Addendum #_____ to #_____.

Signature of Respondent or authorized representative:		
Name and Title:		
Date:		

Bids are to be received by the City of Dawson no later than 2:00pm on Friday<mark>, May 7, 2025</mark>.



City of Dawson Report to Council

Agenda Item	Solid Waste Mgt Advisory Committee -	X	Council Decision
Prepared By	David Henderson CAO		Council Direction
Meeting Date	May 20 th , 2025		Council Information
References (Bylaws, Policy, Leg.)			Closed Meeting
Attachments	-Committee Terms of Reference		

Recommendation

That Council establish the Solid Waste Management Advisory committee as per the adopted terms of reference with Councillor Hobbs as Chair and appoint the following community members to the committee for a two-year term.

- 1. Aaron Woroniuk
- 2. Katie Fraser
- 3. David Robinson
- 4. Priska Wettstein
- 5. Derrick Hastings
- 6. Lilianne Bessette

Executive Summary

Council has previously adopted the terms of reference for the Solid Waste Management Advisory Committee which outlined the form and function of the committee.

The Terms of Reference (TOR) identified that:

- the committee would be made up of a member of council as chair plus 6 community members representing a broad range of community interest and perspective on Solid Waste related issues
- Committee members, excluding the Chair, will be selected through a public call for applications.
- Applications will be assessed based on the characteristics outlined in the Membership section of the TOR
- City staff will review submissions and present a list of applicants and recommendations to Council in a closed meeting.
- Council will consider the staff recommendations and make final appointments.

The recommendation is now before council.

Additional applications were received, and efforts were made to balance out backgrounds and areas of similar experience and background to ensure a diverse representation.

All applicants will receive a follow-up communication advising of the process and thanking them for their interest.

Background

The city has been dealing with multiple discussions on changes to the Solid Waste Management programs and has determined that utilizing an advisory committee would be beneficial to such discussions.

Discussion / Analysis

The Advisory Committee will be briefed on various Solid Waste related issues and asked to advise and develop recommendations on such issues to Council via Committee of the Whole.

Fiscal Impact

The only direct fiscal impact related to the operation of this committee will be potentially additional labour cost related to staff participation

Alternatives Considered

The City received many very qualified applicants for this advisory committee and faced a difficult challenge in trying to balance out backgrounds and perspectives on the committee while filling out 6 positions.

Next Steps

With the Committee fully established the Chair will work with staff to call the committee together and get the committee up and functioning

Approved by	Name	Position	Date
	David Henderson	CAO	May 17, 2025



City of Dawson Solid Waste Advisory Committee Terms of Reference

1.00 PURPOSE

The City of Dawson recognizes that solid waste management is a critical municipal responsibility and requires thoughtful planning, waste diversion strategies, and sustainable policy development. The purpose of the Solid Waste Advisory Committee is to provide a forum for contribution from individuals from a range of backgrounds to inform the review and update of the City's solid waste management planning.

2.00 MEMBERSHIP

The Committee will include:

- a) One member of Council, appointed by Council, will serve as the Chair and act as the official liaison between the Committee and Council. The Chair will ensure regular updates are provided through the committee of the whole
- b) Six (6) additional members, to include representation from the public, businesses, organizations, and environmental or waste industry stakeholders.
- c) A designated City staff representative (non-voting) may be included as an advisor to provide technical and administrative support, as appropriate.

The Committee will be composed of members representing a diversity of sectors and interests that bring a variety of personal qualities, perspectives, and experiences in solid waste, recycling, and composting issues.

The following is a list of desired personal qualities, perspectives, and experience of Committee members:

- Demonstrated experience in community involvement or collaborative committee work (e.g., openness to differing views).
- Commitment to waste reduction, sustainability, and fiscal responsibility.
- Experience in waste management, reduction, or recycling (e.g., technical expertise, lived experience, or both).

Participation in the Committee is voluntary and there is no remuneration for participation.

3.00 SELECTION PROCESS

Committee members, excluding the Chair, will be selected through a public call for applications.

Applications will be assessed based on the characteristics outlined in the Membership section.

City staff will review submissions and present a list of applicants and recommendations to Council in a closed meeting.

Council will consider the staff recommendations and make final appointments.

4.00 TERM

Members will be appointed for a term of two (2) years.

Vacancies resulting from resignations will be filled through the same application process.

Members appointed partway through a term will serve for the remainder of that term.

Members who miss two (2) or more consecutive meetings without prior notice to the Chair may have their appointment revoked at the Committee's discretion.

Resignations should be submitted in writing to the Chair, including the effective resignation date.

5.00 MANDATE AND RESPONSIBILITIES

The Committee serves at the pleasure of Council. Its mandate and responsibilities include:

- Providing research-based recommendations on waste diversion, landfill operations, recycling, and sustainable waste practices.
- Exploring funding opportunities and partnerships for improved waste management.
- Engaging the public and businesses in identifying community-driven waste solutions.
- Submitting well-informed policy recommendations and reports to Council.
- Considering fiscal implications for the City's operating budget, staff capacity, and resources.

The Committee may invite relevant groups or subject matter experts to contribute, at the Chair's discretion.

All recommendations will be forwarded to Council via the Committee of the Whole. Final decisions rest with Council.

6.00 MEETINGS AND RULES OF PROCEDURE

Meeting Frequency:

Meetings will be held approximately 4-6 times per year, or as otherwise decided by the Committee. Meetings will generally be held in the afternoon or evenings, but the time may be adjusted to suit the majority of members.

Meeting Administration:

The Chair will prepare meeting agendas and coordinate supporting materials, which will be circulated at least one (1) week in advance.

A Committee member will be appointed to take minutes and track action items.

Approved minutes will be submitted to a Committee of the Whole meeting for Council to receive.

Agendas will be published in advance, and minutes posted on the City website.

The meetings will be structured to encourage dialogue and collaboration on relevant issues within the constraints of the planned agendas. The Chair shall at all times conduct the manner and order of speaking so that all sides of a question may be as fully presented as the circumstances warrant and shall ensure that each member is allowed equal opportunity to speak.

Quorum:

Quorum requires a majority of appointed voting members. If quorum is not reached within fifteen (15) minutes, the meeting may be cancelled or deferred by the Chair.

Declaring a Conflict of Interest:

Members must declare real or perceived conflicts of interest as soon as they arise.

Affected members should recuse themselves from related discussions unless invited to speak by majority vote.

Contributions from members in conflict will be recorded as such in the minutes.

Respecting the Confidentiality of Committee Discussions:

Members must not disclose confidential information—technical, personal, financial, or otherwise—acquired during their tenure unless expressly authorized.

Confidential information must not be used for personal gain or to benefit others.

Code of Conduct:

This code is intended to serve as a framework to guide the spirit and intent of how members are expected to deliver on the Committee's purpose and objectives in an ethical and respectful manner.

- a. Respect and Collaboration: Maintain an atmosphere of mutual respect and solutionoriented discussion, acknowledging diverse views.
- b. Transparency: Speak honestly and share information in good faith to enable evidencebased dialogue.
- c. Treatment of Others: Avoid the following conduct during meetings
 - Disruptive interruptions or side conversations
 - Offensive or abusive language
 - Impugning motives of other members or staff
 - Ignoring the Chair's direction

Members with concerns about another member's conduct should report them to the Chair. Persistent misconduct may result in removal by the Chair.

7.00 DECISION MAKING

The Committee will strive for consensus in decision-making, which will be documented in the minutes.

Meetings may be open to the public upon request; however, only Committee members may speak or vote.

Delegations wishing to speak must submit a written request at least two (2) days in advance for approval by the Committee.