

CITY OF WHITEHORSE – STANDING COMMITTEES

Monday, July 16, 2018 – 5:30 p.m.

Council Chambers, City Hall

CALL TO ORDER

ADOPTION OF AGENDA

PROCLAMATIONS

DELEGATES

DEVELOPMENT SERVICES COMMITTEE

1. New Business

CORPORATE SERVICES COMMITTEE

1. Council Endorsement of Solid Waste Management System
2. New Business

CITY PLANNING COMMITTEE

1. Public Hearing Report – Zoning Amendment, 11 Tarahne Way
2. Development Incentive Agreement – 1515 Dogwood Street
3. New Business

CITY OPERATIONS COMMITTEE

1. New Business

COMMUNITY SERVICES COMMITTEE

1. Parks and Recreation Master Plan
2. Joint Use Agreement
3. New Business

PUBLIC HEALTH AND SAFETY COMMITTEE

1. Bylaw Services Program Review
2. New Business

**CITY OF WHITEHORSE
DEVELOPMENT SERVICES COMMITTEE AGENDA**

Date: Monday, July 16, 2018

Location: Council Chambers, City Hall

Chair: Betty Irwin Vice-Chair: Jocelyn Curteanu



Pages

1. New Business

**CITY OF WHITEHORSE
CORPORATE SERVICES COMMITTEE AGENDA**

Date: Monday, July 16, 2018

Location: Council Chambers, City Hall

Chair: Samson Hartland Vice Chair: Roslyn Woodcock



	Pages
1. Council Endorsement of Solid Waste Management System	1 - 6
Presented by G. Quinsey	
2. New Business	

ADMINISTRATIVE REPORT

TO: Corporate Services Committee
FROM: Administration
DATE: July 16, 2018
RE: Endorsement of Solid Waste Management System

ISSUE

Council endorsement of recommendations for action towards a sustainable solid waste management system for Yukon and adoption of best practice guidelines for solid waste management

REFERENCE

Council Resolution 2018-05-04 re: Territory Wide Waste Management Programs

HISTORY

Solid waste has been a long-standing discussion in Yukon and was brought forward again by the Association of Yukon Communities (AYC) through the *Solid Waste Strategy* in December 2015. A Solid Waste Advisory Committee was struck in 2017, with representatives from AYC and Yukon Government. This committee then morphed into a Ministerial Committee on Solid Waste. Fourteen recommendations were forwarded to the Minister in the spring of 2018, and all were accepted. The Executive Summary is attached as Appendix A.

Yukon Government is prepared to move forward with the recommendations made by the Ministerial Committee on Solid Waste. AYC recommends that Yukon municipalities formally endorse the recommendations in order to show solidarity for a Yukon-wide Solid Waste Management System.

In 2017, Environment and Climate Change Canada published the planning and technical guidance document, "Solid Waste Management for Northern and Remote Communities". This document provides guidance on best practices for the planning, design, operation, and eventually, closure of existing or new municipal solid waste facilities in northern and remote regions, recognizing the unique challenges of climate, geology, population size and distribution, socio-economic factors and access to services and facilities.

In northern and remote communities, competing infrastructure priorities, limited budgets, and the high per capita cost of building and maintaining infrastructure are ongoing realities. In response, this document is founded on two guiding principles:

- (1) taking a risk-based approach to waste management, which means prioritizing infrastructure, operational activities, and waste types to reduce the risks to human health and the environment; and
- (2) committing to continuous improvement to the waste management system over time.

ALTERNATIVES

- Endorse the recommendations of the Ministerial Committee on Solid Waste and adopt Solid Waste Management for Northern and Remote Communities as the best practices guiding document for the City’s solid waste management system.
- Do not endorse the recommendations or adopt the guideline.

ANALYSIS

The study committees noted that without changes to the ways in which waste management services are delivered in Yukon, there is significant risk to municipalities and the Government of Yukon in providing adequate and cost-effective waste services in the long-term. The pressure of increasing costs, coupled with public and stakeholder demands for action, highlights the need for action.

The adoption of the best practices guideline will provide clear direction and guidance to Administration for identification of short term priorities, and development of long-term plans for the infrastructure and operation of the City’s municipal solid waste system.

ADMINISTRATIVE RECOMMENDATION

THAT Council formally endorse the “Recommendations for Action towards a Sustainable Solid Waste Management System for Yukon” to support work on new ways of dealing with solid waste in Yukon; and

THAT Council adopt Environment and Climate Change Canada’s “Solid Waste Management for Northern and Remote Communities” planning and technical guidance document as the best practices guiding document for the City’s solid waste management system.

Ministerial Committee on Solid Waste

Recommendations for Action towards a Sustainable Solid Waste Management System for Yukon – April 2018

1.0. Executive Summary

The Ministerial Committee on Solid Waste (the Committee) is pleased to submit its final report to the Minister of Community Services (the Minister) for review. This report provides an evaluation, analysis and recommendations for Yukon's solid waste management system. Methods of evaluation and analysis included a community waste survey (See *Appendix I*) and a jurisdictional scan (See *Muniscope Jurisdictional Scan*), as well as utilizing historical, regional and national data to inform the Committee's recommendations.

The recommendations put forward center primarily on improving the current systems and creating efficiencies where possible. The *Executive Summary – Recommendations* table below provides a brief description of the Committee's prioritized recommendations with high level cost estimates for development of the required action plans or reports and/or implementing the action. These costs do not include existing (i.e. sunk) costs such as landfill liabilities, landfill closure costs or known operating costs. The theme throughout is to keep operating cost impacts to a minimum. These recommendations lead to a reallocation of existing costs with a focus on evidence based decision making. The committee finds that interim financing may be required by some municipalities to meet regulatory requirements such as groundwater monitoring. All data used to inform this report can be found in the appendices.

Results of the Committee's analysis show that while Yukon residents enjoy a high level of waste management services in many cases, the delivery of these services can generally be characterized as inconsistent and costly (on a per-capita basis) when compared to other jurisdictions in Canada.

This report finds that without changes to the ways in which waste management services are delivered in Yukon, there is significant risk to municipalities and the Yukon government in providing adequate and cost-effective waste services to residents in the long-term. The pressure of increasing costs, coupled with public and stakeholder demands for action, highlights the need for action.

1.1. Executive Summary – Key Findings

High Cost of Waste – Yukon currently has 14 unincorporated community landfills (three operated by Highways and Public Works, 11 by Community Services), five waste transfer stations (operated by Community Services), and eight municipally operated landfills, meaning Yukon operates 27 waste management facilities to serve 38,641 residents. The estimated operating and maintenance cost (not including landfill closure) of managing Yukon's waste streams which includes operating landfills, recycling depots and compost facilities, and transporting waste and recyclables is approximately \$10.5 million per year or \$275 per person per year (See *Appendix I - YG Costs*).

Appendix A – Council Endorsement of Solid Waste Management System

Rationalization of Services – Many jurisdictions have launched waste management strategies that have sought to improve their waste management facilities and services in rural and isolated communities. As a result of increasing awareness around environmental liabilities and the life-cycle cost of landfilling, landfills are being closed across Canada. Moreover, the majority of the landfills in operation in Yukon provide a wide-range of services and accept a variety of materials at little to no upfront cost to residents.

Regionalization – Several jurisdictions have opted to implement legislation that allows or facilitates regional cooperation for waste management. Three landfills in Yukon currently accept waste from areas outside their municipal boundaries through regional agreements: Dawson, Whitehorse and Watson Lake. Expanding upon this model for the rest of Yukon would provide support for regional (municipal) sites, while reducing the number of active landfills and associated long term environmental liabilities.

User Fees – The primary cost-recovery process for solid waste in Canada is currently taxation and utility fees. Growing regulatory requirements, increasing volumes of waste, and potentially toxic legacy waste has led to solid waste systems which can be considered underfunded. The Committee believes that adequately funding this system cannot be accomplished through transfer payments from the Yukon government alone. Users, industry, and governments, must pay a reasonable portion of the cost of the waste they generate if a sustainable system of management of solid waste is desired. In particular, this Committee believes that the timely implementation of the Designated Materials Regulation (DMR) is a critical action in relation to the financial sustainability of waste management.

Best Practices – The variety of ways in which solid waste is managed in Yukon presents a significant challenge in making improvements to the overall system. Implementing territory-wide service levels and new initiatives requires the support and buy-in of all of the operators and facilities. Solid waste systems have a great number of interdependences and to continually improve the system it is helpful for solid waste managers to be consistent in following best practices.

First Nations Participation in Solid Waste Management – Though many First Nations in Yukon do not have a role in waste management in the same way municipalities do, the Committee carefully considered the current and potential future role of First Nations. For example, the Committee sees significant economic development opportunities for both municipalities and First Nations in the regionalization of our solid waste system in handling and transporting solid waste. The Committee feels strongly that solid waste management is an issue which affects all Yukoners, including First Nations, and any solutions to be implemented should involve First Nations groups where possible.

Implementation Working Group – A collaborative approach to improving waste management practices throughout Yukon requires that the Yukon government work closely with all affected First Nations and municipalities throughout the implementation of the following recommendations. In order for this working group to have the authority and capacity to make the changes suggested in this report, specific roles will need to be

Appendix A – Council Endorsement of Solid Waste Management System

identified and positions will need to be funded for the short to medium term. This can either be done in a formal agreement between governments or by providing a clear mandate and resources to Community Services.

1.2. Executive Summary – Recommendations

The Committee is recommending the following actions

Theme	Recommendation	Timeframe	Priority ¹	Capital Cost ²
Regionalization	Review waste management costs and service levels for unincorporated areas	Short (2018)	1	*
	Develop and implement a solid waste regionalization strategy and framework	Short to Medium (2018-19)	1	***
	Develop a strategy for managing landfill liability responsibilities including legacy liabilities	Short to Medium (2018-19)	1	**
User Pay	Implement DMR as expediently as possible and explore Extended Producer Responsibility (EPR) with industry	Medium to Long (2018-2022)	1	**
	Implement a solid waste user fee pilot in Whitehorse periphery to explore potential user fees at all sites	Short to Medium (2019-20+)	1	**
	Continue to support diversion credit program in the short term as DMR is implemented	Short to Medium (2018-19+)	2	*
	Implement a coordinated communications strategy promoting stewardship programs and practices in Yukon	Short (2018)	2	**
Clear Standards	Establish a Solid Waste Implementation Working Group	Short (2018)	2	*
	Implement best practices for waste management facility operations	Medium (2019)	3	*
	Explore the role of social enterprise, entrepreneurship and local innovation in solid waste management across Yukon	Medium to Long (2019-2022+)	3	*

1. Priority 1: (critical), 2 (important) and 3 (beneficial).

2. Capital Cost: - No cost, * (\$10,000 or less) to ***** (\$1,000,000 or more)

TABLE 2-2: FRAMEWORK FOR PRIORITIZING THE RECOMMENDED BEST PRACTICES

PRIORITY LEVEL	EXPLANATION
High ●●●	Every MSW facility, regardless of its size and location, should put in place basic infrastructure and implement operational practices necessary to protect the public, facility operators, and wildlife from immediate risks and to prevent the release of toxic substances from the site. High-priority measures include controlled access, trained on-site operators, and segregation and storage of hazardous and special wastes, among others. As a complement to the basic measures, communities may pursue other activities identified in the waste management plan that address important local challenges and needs. The successful implementation of high-priority measures will enable communities to pursue more complex undertakings and longer-term investments.
Medium ●●	Each community faces different circumstances that will determine where efforts should be directed next to further improve protection of the environment, increase resource recovery, and extend the life of the landfill. Medium-priority measures include control of surface and storm water, monitoring of surface and groundwater, further segregation and recycling, and more frequent cover and compaction of the landfill cell. In addition, the waste management plan will identify waste types that are in high quantities or of special concern for the community as well as local environmental risks and partnership opportunities.
Lower ●	Once site security and operational practices are well established and waste diversion and environmental monitoring activities are in place, a community can turn its attention to considering more advanced waste management infrastructure and practices. Lower-priority measures include improving record keeping and reporting, enhancing leachate and landfill gas management, and developing partnerships to improve the economic viability of new diversion and disposal options. These activities will contribute to continuous improvement and benefit long-term objectives.

**CITY OF WHITEHORSE
CITY PLANNING COMMITTEE AGENDA**

Date: Monday, July 16, 2018

Location: Council Chambers, City Hall

Chair: Robert Fendrick

Vice-Chair: Betty Irwin



	Pages
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2. Development Incentive Agreement – 1515 Dogwood Street	5 - 12
Presented by P. Ross	
3. New Business	

File #: Z-07-2018

ADMINISTRATIVE REPORT

TO: Planning Committee
FROM: Administration
DATE: July 16, 2018
RE: Public Hearing Report – Zoning Amendment – 11 Tarahne Way

ISSUE

Public hearing report on a bylaw to to amend the zoning of a vacant parcel of land located at 11 Tarahne Way to reduce the permitted site density

REFERENCES

- *Municipal Act*
- Official Community Plan
- Zoning Bylaw 2012-20
- Bylaw 2018-37 and Appendix A

HISTORY

The subject parcel is approximately one hectare in size and is located at 11 Tarahne Way on the corner of Casca Boulevard. It is part of Phase 1 of Whistle Bend and was released for sale in 2012. The lot was purchased from the Yukon Government by Randy Audette in spring 2018.

The current Comprehensive Residential Multiple Family 2 zoning allows for apartment style housing at a minimum density of 50 units per hectare. The applicant has applied to amend the zoning of the subject parcel to Comprehensive Residential Multiple Family as he wishes to construct a townhouse development at a density of 36 to 40 units per hectare.

Bylaw 2018-37 received First Reading on June 11, 2018. Notices were published in the newspapers on June 15 and 22, 2018. A zoning amendment notification sign was placed on the property. A total of 21 letters were sent to property owners within a 100 m radius of the property. Notifications were also sent to Yukon Government Land Management Branch, Kwanlin Dün First Nation (KDFN), and Ta'an Kwäch'än Council. The Whistle Bend Community Association was notified by email.

At the public hearing on July 9, 2018 no written submissions were received. One person appeared to speak in opposition to the amendment and raised the following issues:

- Reduced density will impact viability of transit and commercial areas
- Concern with the development proposal of the proponent
- Density reduces sprawl and provides for complete neighbourhoods

ALTERNATIVES

1. Proceed with second and third reading of the bylaw as presented.
2. Do not proceed with second and third reading.

ANALYSIS

Reduced density will impact the viability of transit and commercial areas It was suggested that lowering density near commercial areas and transit routes would make these services less viable and potentially more costly for taxpayers.

The original concept for Whistle Bend included a population of 10,000 people and 3,500 units. Through the Master Planning process, the population was refined to 8,000. By providing high quality transit, employment opportunities, and local goods and services, vehicle trip to Downtown could be reduced, thus reducing traffic impacts. Since that time, numerous multiple family sites have not been developed to their maximum density. Continued reduction to the overall number of units will have an impact on the success of commercial and transit viability, as well as the vision as a sustainable neighbourhood.

In the Whistle Bend Master Plan the subject area was 'housing mix B', high density housing. The RCM2 zoning applied to this lot was intended to provide apartment-style housing adjacent to a commercially-zoned lot and Casca Boulevard transit stops.

OCP policy 10.7.6 states that Whistle Bend shall provide transit oriented, compact residential development.

The proponent's development proposal A concern was raised that the developer would not be able to construct the development as proposed and that there was disparity between the administrative review and the proposal. The applicant originally stated to Council that 40 townhouse units would be constructed on this site if the proposed amendment was approved. An updated site plan showing 36 units has now been submitted to Administration. This site plan has had preliminary review and it is uncertain if it is feasible as proposed as there are several regulations not being met that will require revision.

Based on what has been developed elsewhere in Whistle Bend, it is likely that a townhouse development at 11 Tarahne Way would yield 25-35 units. The most recent RCM townhouse development by the applicant reached a density of 28 units/ha (22 units developed at 92 Iskoot Crescent).

The existing RCM2 zone allows primarily apartment development. The applicant has stated that he does not wish to construct apartment units as he believes they are not marketable in Whistle Bend. The adjacent lot, 35 Tarahne Way (the River Bend development), is 41 units/ha, making it the densest housing project in Whistle Bend. That density number reflects only the three apartment buildings currently built for that development, and not the two additional buildings planned as a future phase.

Density reduces sprawl and provides for complete neighbourhoods Concern was raised that reducing density in Whistle Bend would lead to development of natural areas further from City services. Additionally, it was noted that a variety of housing types creates a more complete community.

While approving the application would result in new construction in 2018, it would likely result in about 15-25 fewer dwelling units being constructed in Whistle Bend. It is important to provide the maximum number of units possible in Whistle Bend to preserve

the integrity of the neighbourhood plan, and to protect the City's larger wilderness areas from eventual urban sprawl for as long as possible.

OCP policy 5.1.3 states that the City shall promote a city-wide compact development pattern to ensure that large wilderness spaces are preserved for as long as possible, and as a way to mitigate climate change.

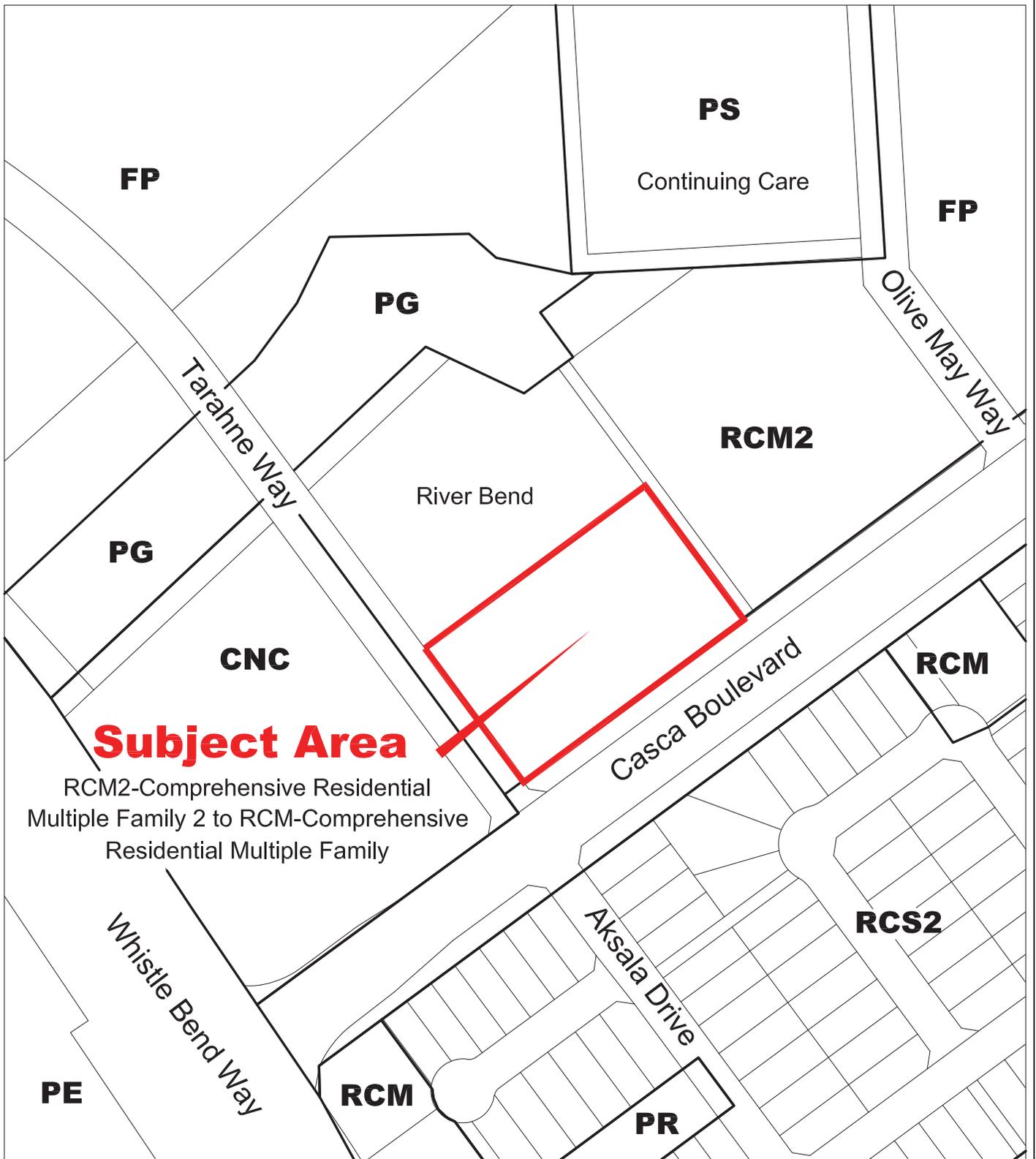
By continually reducing the density in Whistle Bend, fewer units will be accommodated in areas that are already serviced. As the population increases the result will be a need to expand City servicing, leading to higher maintenance costs for the taxpayer.

Additionally, townhouses and apartments provide for different housing needs. Specifically, higher density housing can provide more affordable and/or smaller units than townhouse developments. With a major employer in Continuing Care being developed on the adjacent lot, apartment style housing may be in demand by new employees. Developing a variety of housing types in Whistle Bend allows for residents of all demographics, such as age or income level, to live in the neighbourhood. Having numerous housing options also allows people to 'age in place' and remain in the neighbourhood as their housing needs change over time.

Conclusion There has been no information presented as part of the public hearing process that supports the reduction of density on the subject lot.

ADMINISTRATIVE RECOMMENDATION

THAT Council defeat Bylaw 2018-37, a bylaw to amend the zoning at 11 Tarahne Way to allow for reduced-density development, at second reading.



Subject Area

RCM2-Comprehensive Residential
Multiple Family 2 to RCM-Comprehensive
Residential Multiple Family

Bylaw 2018-37

A Bylaw to amend the zoning of 11 Tarahne Way from RCM2 to RCM to allow for a lower density townhouse development.

LEGEND

 SUBJECT AREA

ADMINISTRATIVE REPORT

TO: Planning Committee
FROM: Administration
DATE: July 16, 2018
RE: Development Incentive Agreement – 1515 Dogwood Street

ISSUE

Development Incentive Agreement for a major development incentive for the development of four rental housing units at 1515 Dogwood Street.

REFERENCE

Development Incentives Policy
Official Community Plan (2010)

Development Incentive Agreement
Zoning Bylaw 2012-20

HISTORY

Council approved the Development Incentives Policy in 2011. Amendments were also adopted in 2015. This policy is meant to encourage specific development in the city, including rental housing, mixed-used development, and supportive housing. Under this policy, developments that meet the specified criteria are eligible for a yearly monetary grant from the City. The value of the grant would be based on the increase in taxation due to the improvements on the property.

Per the Policy, a Major Development Incentive would grant a developer a ten-year Economic Development Incentive (EDI) to a maximum of \$500,000. Major development incentives are authorized through a development agreement with Council and implemented through a grant to the property owner after taxes have been paid in full.

The City has received an application for a major development incentive from Jamie Milligan, who has been issued a development permit to construct four rental housing units at 1515 Dogwood Street in the Porter Creek area. This development meets the criteria for the major development incentive, and administration is bringing a Development Incentive Agreement forward for Council approval.

ALTERNATIVES

1. Approve the Development Incentive Agreement (attached).
2. Do not approve the Development Incentive Agreement.

ANALYSIS

Project Details

The proponent has provided appropriate site plans and construction drawings and has been issued a development permit for this project. The development consists of the

construction of four unit townhouse development. This project conforms to all City zoning and building regulations.

Development Incentive Agreement

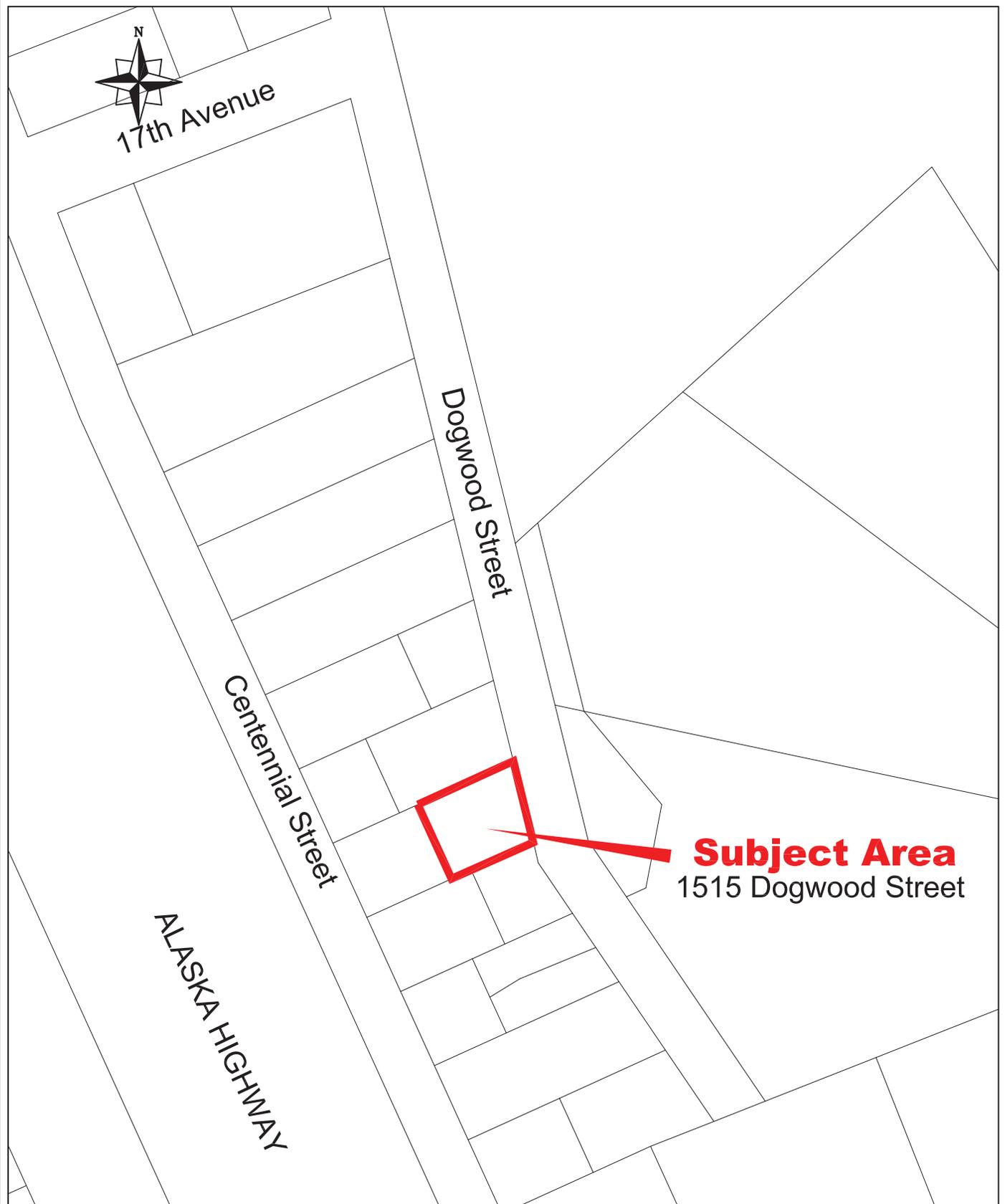
The Development Agreement lists the total value and timeline of the major development incentive, and specifies that the rental housing must be owned and operated by the Mr. Milligan for a minimum of 10 years, or he will be required to repay the City for all grant money disbursed. However, the agreement can be transferred in full to another owner, with City approval, if the owner chooses to sell or transfer the property. Other conditions that the developer/property owner must meet to remain eligible for the grants are also specified.

The City Grant-Making Policy states that cumulative grants per organization shall not exceed a total of \$50,000. It is not expected that this application will result in a grant of more than \$50,000 annually.

The City Grant-Making Policy also includes visibility requirements that ensure the City receives full credit for its contribution to/assistance with the project. The applicant must meet these criteria should Council approve this application.

ADMINISTRATIVE RECOMMENDATION

THAT Council approve a Development Incentive Agreement with respect to a major development incentive for a four unit rental housing development at 1515 Dogwood Street.



SCALE: NTS	DWN. BY: KK
DATE: July 16, 2018	R.No: 0
FILE No: DI-12-2018	
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CITY OF WHITEHORSE - PLANNING & SUSTAINABILITY SERVICES

LOCATION SKETCH
 Major Development Incentive - Jamie Milligan
 1515 Dogwood Street



DEVELOPMENT INCENTIVE AGREEMENT

THIS Development Incentive Agreement made in triplicate as of this _____ day of _____, 2018.

BETWEEN:

THE CITY OF WHITEHORSE
a municipal corporation
(hereinafter called “the City”)

BEING THE PARTY OF THE FIRST PART

AND:

ROBERT JAMES MILLIGAN
(hereinafter called “the Developer”)

BEING THE PARTY OF THE SECOND PART

IN RESPECT OF:

Lot 56-1
Whitehorse, Yukon Territory
Plan 2012-0053

(hereinafter called the “Subject Land”)

1) PREAMBLE

WHEREAS the Developer is the registered owner of the Subject Land in fee simple; and

WHEREAS under Development Permit **2018-1380** the Developer applied under the City’s Development Incentives Policy (the “Policy”) for a Major Development Incentive in relation to the development of four rental housing units, which are maintained for a minimum of ten years (hereinafter called the “Development”), to be constructed on the Subject Land; and

WHEREAS the Whitehorse City Council, being satisfied that the development qualifies for a Major Development Incentive in accordance with paragraph (3) of the “ELIGIBILITY CRITERIA” section of the Policy, is given the authority to approve the application for a Major Development Incentive and the entering into of this Development Incentive Agreement.

NOW THEREFORE in consideration of the premises and mutual terms, covenants and conditions to be observed and performed by each of the parties hereto, the parties agree as follows:

2) PROVISION OF DEVELOPMENT INCENTIVE GRANT

- a) Provided that the Developer pays the full amount of the property taxes owed to the City in relation to the Land, the City shall, for ten years, commencing in the property tax year following occupancy approval for the Development, grant 100% of the increase of the property taxes for the Subject Land resulting from the construction of the Development determined in accordance with the provisions of the Policy (the “Property Tax Increase”), up to a maximum of \$500,000.00 in total (the “Grant”).

- b) The Developer agrees and acknowledges that the right of the Developer to receive the Grant and the obligation of the City to provide the Grant is conditional upon:
 - i. the Developer commencing construction of the Development within two years of issuance of an approved Building Permit from the City for the Development;
 - ii. the annual grant does not exceed the cap established in the City Grant-making Policy;
 - iii. the Developer meeting the Visibility Criteria and Conditions in the City Grant-making Policy;
 - iv. the City passing a by-law each year authorizing the Grant for that year; and
 - v. the Developer submitting an annual written request for the Grant to Planning and Sustainability Services by August 1 in each year.
- c) The Developer acknowledges that a condition to receiving the Grant is the continued ownership of at least four rental housing units for a minimum of ten years, and in the event that the Developer transfers ownership, partial ownership, or implied interest in ownership of any parcel of the Subject Land against which this Development Incentive Agreement is registered, without the written consent of the City, then the full amount of the Grant paid by the City to the Developer up to that date shall be repaid immediately by the Developer to the City, and to secure the repayment of the Grant, the Developer hereby mortgages to the City all of its estate and interest in the Subject Land.
- d) The Developer agrees and acknowledges that the right of the Developer to receive the Grant and the obligation of the City to provide the Grant terminates in the event that any Building Permit associated with the Development is cancelled due to inactivity or failure to obtain a final occupancy approval for the Development within a reasonable period of time.
- e) The Developer agrees and acknowledges that the right of the Developer to receive the Grant and the obligation of the City to provide the Grant terminates in the event that the Developer is in arrears of paying its municipal taxes for the Subject Land for a period of thirty days or more.

3) ASSIGNABILITY OF DEVELOPMENT INCENTIVE AGREEMENT

- a) This Development Incentive Agreement and any of the rights or obligations created hereunder may be assigned or transferred by the Developer to a subsequent purchaser of the Subject Land.
 - i. It is understood between the parties that in the event that the Developer assigns any of its duties or obligations herein granted to it by the City pursuant to this Agreement, that the City, at its sole option, has the full right to request that a further Development Incentive Agreement be entered into by the assignee or transferee; and, where requested by the City, that no assignment of this Development Incentive Agreement shall be permitted unless the proposed assignee or transferee enters into such new Agreement.
 - ii. The right of the assignee or transferee to receive the Grant and the obligation of the City to provide the Grant is conditional upon the assignee or transferee being endorsed as the registered owner of the Subject Land on a current Certificate of Title filed at the Yukon Land Titles Office.

4) NOTICES

- a) Whenever, under the provision of this Development Incentive Agreement, any notices, demands or requests are required to be given by either party to the other, such notice, demand or request may

(except where expressly otherwise herein provided) be given by delivery by hand to, by sending the same by facsimile, or by registered mail sent to, the respective addresses or facsimile number hereinafter provided for, and if given by mail shall be deemed to have been served and given on the second business day following the date of mailing by registered mail and provided such addresses or facsimile number may change upon five (5) days notice. In the event that notice is served by mail at the time when there is an interruption of mail service affecting the delivery of mail, the notice shall not be deemed to have been served until one (1) week after the date that the normal service is restored. The respective addresses and facsimile number of the parties being, in the case of the City:

THE CITY OF WHITEHORSE
ATTENTION: Manager, Planning and Sustainability Services
2121 Second Avenue
Whitehorse, Yukon
Y1A 1C2
Fax: (867) 668-8395

and in the case of the Developer:

ROBERT JAMES MILLIGAN
21 MacDonald Road
Whitehorse, YT Y1A 4L1

5) **GENERAL**

- a) This Development Incentive Agreement shall inure to the benefit of and be binding upon the parties, their heirs, executors, administrators, successors and permitted assigns.

IN WITNESS WHEREOF the parties hereto have executed this Development Agreement on the day and year first above written.

THE CITY OF WHITEHORSE, per:)

)

)

)

_____))

Dan Curtis, Mayor)

) (SEAL)

)

_____))

Norma Felker, Assistant City Clerk)

OWNER:)

)

)

)

)

)

)

_____))

Witness

_____) **ROBERT JAMES MILLIGAN**

**CORPORATE SIGNING AUTHORITY
AFFIDAVIT**

CANADA) We, **Dan Curtis and Norma Felker**,
)
YUKON TERRITORY) of the City of Whitehorse, in the Yukon Territory,
)
TO WIT:) SEVERALLY MAKE OATH AND SAY AS FOLLOWS:

- 1) We are the **Mayor and Assistant City Clerk** respectively of **The City of Whitehorse** (the "Corporation").
- 2) We are the persons who subscribed our names and affixed the corporate seal of the Corporation to the attached instrument.
- 3) We are authorized by the Corporation to subscribe our names and affix the corporate seal to the attached instrument.
- 4) The Corporation exists as of the date hereof.

SEVERALLY SWORN BEFORE ME)
at the City of Whitehorse,)
in the Yukon Territory,)
this _____ day of _____,)
2015.)

Dan Curtis, Mayor

A Notary Public in and for
the Yukon Territory)
)
)
Cathy Small)

Print Name of Notary Public)

Norma Felker, Assistant City Clerk

**CITY OF WHITEHORSE
CITY OPERATIONS COMMITTEE AGENDA**

Date: Monday, July 16, 2018

Location: Council Chambers, City Hall

Chair: Dan Boyd Vice-Chair: Samson Hartland



Pages

1. New Business

**CITY OF WHITEHORSE
COMMUNITY SERVICES COMMITTEE**

Date: Monday, July 16, 2018

Location: Council Chambers, City Hall

Chair: Jocelyn Curteanu Vice-Chair: Robert Fendrick



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3. New Business	

ADMINISTRATIVE REPORT

TO: Community Services Committee
FROM: Administration
DATE: July 16, 2018
RE: Parks and Recreation Master Plan

ISSUE

New master plan for City of Whitehorse Parks and Recreation Departments

REFERENCES

- 2017 Council Strategic Plan Update
- 2015 Sustainability Plan
- 2010 Official Community Plan
- Trail Plan – Amended Edition (2012)
- Parks and Recreation Master Plan 2007

HISTORY

Council approved \$75,000 in the 2017 capital budget to develop a new master plan for City of Whitehorse Parks and Recreation departments. RC Strategies and PERC was awarded a contract to undertake the project through a competitive procurement process.

The Master Plan was developed over a six-month timeframe between December 2017 and June 2018 through the five-phase process, which included research, engagement, analysis, visioning, and draft review. With a 12 year-year horizon, this plan sets the strategic direction for the City with respect to how it delivers and partners around parks and recreation infrastructure and service.

An estimated 500+ members of the public shared their input and ideas with the City during the planning process, while an additional 50 stakeholder organizations, including First Nations and Yukon Government, participated in the planning process via online survey, interviews, and focus group discussions. Both engagement and research results fed into the analysis of key issues and opportunities, subsequent visioning, and ultimately the Draft Master Plan itself.

ALTERNATIVES

1. Approve the 2018 Parks and Recreation Master Plan.
2. Refer the matter back to Administration for further consideration.

ANALYSIS

The Master Plan provides staff and Council with a point of reference that can help inform future decision making, set priorities, and identify the resources that are required to both sustain and grow parks and recreation opportunities. To this end, the Plan

contains tools that can help ensure decisions are made in an informed and transparent manner that aligns with demonstrated needs and optimizes benefits.

The Master Plan also includes Goals, Guiding Principles and a Vision statement. These philosophical elements of the Master Plan are intended to identify core values and beliefs that will permeate all aspects of the City's provision of parks and recreation opportunities as well as articulate the broad-based benefits that are accrued through an ongoing investment in these essential services. Additionally, these philosophical elements provide the foundation for the Key Strategic Directions and Strategic Actions creating a blueprint for the City of Whitehorse over the next decade by establishing commitments and priorities.

There are Twenty (20) Strategic Actions, which help the City to achieve progress under the Four (4) Key Strategic Directions, including:

Key Strategic Direction #1 - Prioritize resources towards parks and recreation opportunities that promote access, inclusion and broad participation.

Key Strategic Direction #2 - Maintain existing service levels by reinvesting in existing facilities and innovating to meet demand.

Key Strategic Direction #3 - Strengthen the capacity of, and relationships with, user groups and partners.

Key Strategic Direction #4 - Harness the potential of parks, open spaces, arts and culture to enrich and build pride in our community.

All actions are accompanied by an implementation summary, separating short (0-3 years), medium (3-5 years) and long term (5+ years) goals.

ADMINISTRATIVE RECOMMENDATION

THAT Council approve the Parks and Recreation Master Plan as a guiding document.

ADMINISTRATIVE REPORT

TO: Community Services Committee
FROM: Administration
DATE: July 16, 2018
RE: Joint Use Agreement

ISSUE

Review and approval of the Joint Use Agreement for public facilities in Whitehorse

REFERENCE

Joint Use Agreement – 2018 to 2021

Bylaw 2018-46

HISTORY

The purpose of the Joint Use Agreement (JUA) is to provide a framework by which selected school buildings and grounds controlled or operated by Department of Education and various public facilities controlled by the City can be used by the community to the maximum extent practicable using a benefits-based approach for space allocations.

The JUA makes provisions for use of the facilities, subject to the “Mission, Vision and Values” and all applicable terms and conditions contained in the JUA.

The JUA covers facility uses **outside** of the core school activities of Department of Education and core recreation activities of the City.

The JUA covers public facilities within the boundaries of the City.

A thorough review and update of the Agreement was completed in July 2018 with input from Yukon Government.

Available public facility space is highly utilized for valued community needs, and is allocated fairly, equitably and on the basis of demonstrable needs and benefits to the community, with youth-oriented activities as the highest priority.

All parties subject to the JUA are required to respect each other, the facilities and the community; actively work together to resolve allocation and scheduling issues; cooperate and communicate to enhance the community's self-image and build healthy opportunities for individuals to connect in ways that benefit all. Progressive partnerships are encouraged as a means of promoting community spirit and community wellness through utilization of public facilities.

ALTERNATIVES

1. Approve the Joint Use Agreement as presented.
2. Refer the matter back to Administration for further consideration.

ANALYSIS

Representatives from the City of Whitehorse met with representatives of the Government of Yukon to review the existing Agreement, and the following changes were applied:

- Updating and refining of the language used in the Agreement and applicable appendices.

Per the *Municipal Act*, the Joint Use Agreement is required to be adopted by bylaw. Accordingly, a bylaw is being brought forward for consideration.

ADMINISTRATIVE RECOMMENDATION

THAT Bylaw 2018-46, a bylaw to adopt a joint use agreement with the Government of Yukon to maximize the use of public facilities in the City of Whitehorse, be brought forward for consideration under the bylaw process

CITY OF WHITEHORSE

BYLAW 2018-46

A bylaw to authorize the adoption of a Joint Use Agreement

WHEREAS section 265 of the *Municipal Act* (R.S.Y. 2002) provides that council may pass bylaws for municipal purposes respecting the acquisition, sale, management, mortgaging, construction, leasing, renting, or any other dealings with any real or personal property, or any interest in land, buildings or other improvements on land or personal property; and

WHEREAS the City and the Government of Yukon have negotiated an agreement to maximize the use of public facilities in Whitehorse for the period September 1, 2018 through August 31, 2021;

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

1. The City of Whitehorse is hereby authorised to enter into a Joint Use Agreement with the Government of Yukon with respect to Yukon and Whitehorse public facilities. The said agreement is identified as Appendix "A" and forms part of this bylaw.
2. The Mayor and City Clerk are hereby authorized to execute the Joint Use Agreement identified in section 1 of this bylaw on behalf of the City of Whitehorse.
3. This bylaw shall come into full force and effect upon the final passing thereof.

FIRST and SECOND READING:

THIRD READING and ADOPTION:

Mayor

Clerk

YUKON — WHITEHORSE
PUBLIC FACILITIES JOINT USE AGREEMENT
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YUKON — WHITEHORSE
PUBLIC FACILITIES JOINT USE AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2018

Effective September 1, 2018 through August 31, 2021

BETWEEN:

YUKON GOVERNMENT – Department of Education

As represented by the Minister of Education

(Herein referred to as “the Department of Education”)

AND:

THE CITY OF WHITEHORSE

As represented by the Mayor of Whitehorse

(Herein referred to as "the City")

WHEREAS both parties agree that public facilities within Whitehorse should be utilized to the maximum extent feasible; and

WHEREAS both parties are desirous of establishing a mutual exchange of the use of public facilities for the benefit of citizens of Whitehorse and students of all Department of Education schools; and

WHEREAS both parties are agreeable to the use of their respective public facilities in accordance with the provisions of the Whitehorse Yukon Public Facilities Joint Use Agreement (JUA); and

WHEREAS both parties are agreeable to the implementation of a benefits-based approach to the allocation of facility space, reflecting the community's needs, personal and social connectedness, economic vitality, and environmental consciousness

THE PARTIES AGREE AS FOLLOWS:

PURPOSE

The purpose of the JUA is to provide a framework by which selected public facilities within the bounds of the City of Whitehorse can be used by the community to the maximum extent practicable using a benefits-based approach for space allocations.

The JUA makes provisions for use of the facilities, subject to the “Vision and Values” and all applicable terms and conditions contained in the JUA.

The JUA covers facility uses **outside** of the core school activities of Department of Education and core recreation activities of the City.

VISION

Available public facility space is highly utilized for valued community needs, and is allocated fairly, equitably and on the basis of demonstrable needs and benefits to the community, with youth-oriented activities as the highest priority.

All parties subject to the JUA:

- respect each other, the facilities and the community;
- actively work together to resolve allocation and scheduling issues;
- cooperate and communicate to enhance the community's self-image; and
- build healthy opportunities for individuals to connect in ways that benefit all.

Progressive partnerships are encouraged as a means of promoting community spirit and community wellness through utilization of public facilities.

VALUES

The Department of Education and the City value the promotion and provision of recreation and active living services, which are essential to becoming a benefits-driven vibrant community.

The principles of this approach include the following:

- Recreation and active living are essential to personal health and a key determinant of health status.
- Recreation and active living are key to balanced human development-helping Canadians reach for their potential.
- Recreation and active living are essential to quality of life.
- Recreation and active living reduces self-destructive and anti-social behaviour.
- Recreation and active living build strong families and healthy communities.
- Recreation and active living reduces health care, social services and police/justice costs.

Community needs are defined and/or determined through a collaborative community effort involving all possible partners. This approach provides for innovation and leadership in all walks of life and can be key in nurturing culture and self-esteem while increasing health, wellness and the quality of life for individuals in the community. This approach recognizes and incorporates the following principles:

- Ensuring social connectedness
- Building community spirit
- Building healthy opportunities
- Promoting economic revival; and
- Developing progressive partnerships

1. CODE OF CONDUCT

The Department of Education and the City agree that success of the JUA is dependent on continued commitment to the purpose, vision and values of this joint user agreement as well as:

- participation by user groups reflecting the diversity of the community and assuring opportunities for gender equity and inclusiveness;
- mutual respect of each other's values and needs, recognizing that the facilities are made available for the benefit of all.
- respect between facility users and facility staff;
- an understanding that facility users are held accountable for the care of the facilities during their use.

2. DEFINITIONS

“designated representative” is the contact person for the user group.

“facility booking agent” means the City of Whitehorse, Recreation and Facility Services Department representative.

“facility operators” means the Department of Education who controls the selected school building and grounds and the City who controls the selected municipal public facilities.

“fundraising event” means any event sponsored by a non-profit group, society, or organization to which the public is invited and is required to either pay an admission fee or is encouraged to purchase goods or services offered for sale. All profit is turned back to the non-profit group, society or organization. See Appendix G for Fee Schedule.

“public facilities” means all Department of Education facilities outlined in Appendix C and all City facilities outlined in Appendix D.

“user(s)” or “user groups” are any facility booking group or sport governing body using public facilities as defined above.

3. JOINT CITY AND DEPARTMENT OF EDUCATION RESPONSIBILITIES

The Department of Education and the City agree:

- 3.1 that they will not charge each other for the use of all public facilities covered by the JUA.
- 3.2 that the use of any facility covered by this agreement will be booked through the City of Whitehorse, Recreation and Facility Services Department, Facility Booking Agent.
- 3.3 to make available to user groups, after the needs of the facility operators are met, the facilities indicated in Appendices C and D.
- 3.4 to allocate public facilities in decreasing order of priority as listed in Appendices I and J. Activities will be prioritized and scheduled according to a balanced approach, in alignment with the “Purpose, Vision and Values.”

- 3.5 that youth activities will receive booking preference, and that allocations between the hours of 5:00 pm to 9:00 pm at schools are primarily reserved for youth activities, programs and events.
- 3.6 that all user groups providing their facility booking requests for the up and coming year by June 1 will be given priority over facility booking requests received after June 1.
- 3.7 to review the state of outdoor facilities with any interested user group by the end of September to determine field availability for the next year.

Joint Activities

- 3.8 to develop a shared facility booking calendar and distribute to all applicable parties.
- 3.9 to develop a measurement system (Appendix H), focused on our “Purpose, Vision and Values,” that will determine whether the community is receiving the identified benefits through the offering of the activity.
- 3.10 that each will develop user group monitoring processes that will assist in the evaluation of the appropriate use of public facilities by the user groups. Evaluation to be based upon Appendices B, E and F and any other documents deemed appropriate.

User Fee Schedule

- 3.11 to establish a fee schedule, maintained at a level ensuring user groups have the ability to participate in the JUA, as set out in Appendix G.

Maintenance

- 3.12 that any facility may be withdrawn temporarily from the JUA for repairs or renovations providing notice at least fourteen (14) days in advance or in the event of an emergency as soon as reasonably practicable.
- 3.13 that the City will contact the designated representative and provide written notice of any facilities withdrawn from use.
- 3.14 that maintenance standards shall be determined by the facility operator and shall conform with generally accepted maintenance practices and provide a mechanism for user groups to report maintenance issues and/or recommendations.
- 3.15 that regular repair and maintenance of any public facility and its operational costs are the complete responsibility of the facility operator.
- 3.16 that the facility operator shall be responsible for the repair of damage caused by a user group. This does not preclude the facility operator from securing reimbursement from the user group, through their liability insurance.

4. DEPARTMENT OF EDUCATION RESPONSIBILITIES:

The Department of Education will:

- 4.1 prepare and provide to the City Appendices B, C, G, and I.
- 4.2 provide specific school rules, security procedures, and equipment lists to the facility booking agent.
- 4.3 provide to the City confirmation of facility availability dates for the following schedules:
 - Fall schedule (September to June) by May 1
 - Summer schedule (July, August) by May 1
 - Christmas Break schedule by November 1
 - March Break schedule by February 1
 - Outdoor Facility schedule (May – August) by February 1
- 4.4 provide to the City, with confirmation by May 1, whether outdoor fields can be made available before mid-May, and any restrictions on the type of usage for individual outdoor fields.
- 4.5 Department of Education will provide a yearly contribution in the amount of \$30,000.00 on the 1st of September of each year to the City towards the administration costs of the JUA.

5. CITY RESPONSIBILITIES

The City will:

- 5.1 provide a copy of the JUA and all appropriate appendices to the designated representative and have the designated representative review all pertinent documents, providing signatures and/or initials where required.
- 5.2 prepare and provide a master list of confirmed public facility bookings to the Department of Education. Applicable portions of the master list may be provided to each school principal, designated representative and each supervisor of a City public facility.
- 5.3 notify the user group if either the Department of Education or the City revokes the groups facility use privileges for failure to adhere to the code of conduct or for infractions listed in Appendices B, E, and F.
- 5.4 advertise, by May 1st of each year, that bookings are being accepted for use of public facilities for activities, programs, and events during the upcoming school year.
- 5.5 remit to Department of Education, on an ongoing basis, all revenues derived from the rental of the public facilities depicted in Appendix C.

6. USER GROUP RESPONSIBILITIES

User groups will:

- 6.1 follow the procedures outlined in Appendices E and .F
- 6.2 follow the rules outlined in Appendix B: General School Rules, as well as any rules provided by a specific school.
- 6.3 review all pertinent documents and the designated representative will provide signatures and/or initials where required.
- 6.4 report all maintenance issues.

Liability

- 6.5 provide proof of two million dollars (\$2,000,000.00) general liability insurance covering the organization. Special requests to waive the insurance requirement can be made to the Department of Education through the Facility Booking Agent in writing.
- 6.6 be responsible for any claim, demand, cost, damage, action, suit or proceeding that is, in any manner, based upon, or arising from, or attributable to, its negligence or wilful misconduct in relation to the performance of this JUA or the carrying out of this JUA by the user group, as outlined in Appendices B, E and F.

7. CHANGES TO THE JUA

- 7.1 All appendices can be amended as required by the mutual consent of each party and must be agreed to in writing by the contacts.
- 7.2 No provision of this JUA, shall be deemed to have been changed unless made in writing and signed by the City and the Department of Education.
- 7.3 If any provision of this agreement is unenforceable or invalid for any reason, such unenforceability or invalidity shall not affect the remaining provisions and such provisions shall be severable from the JUA.

8. TERMS OF THE JUA

- 8.1 This JUA shall endure from September 1, 2018 through August 31, 2021.
- 8.2 The JUA may be extended, cancelled, or revised at any time upon mutual consent.
- 8.3 The JUA shall be extended for up to one calendar year from the expiration date specified above if a new agreement has not been put in place.

9. CONTACTS

- 9.1 The contact for the Department of Education is the Director of Operations.
- 9.2 The contact for the City is the Manager of Recreation and Facility Services.
- 9.3 The contact for Commission scolaire francophone du Yukon is the Communications and Community Relations analyst.

IN WITNESS WHEREOF, the parties hereto have hereunto affixed their seals at the City of Whitehorse, in the Yukon Territory, on the day and year written below.

GOVERNMENT OF YUKON – Department of Education

PER:

Date	Witness	Nicole Morgan, Deputy Minister Department of Education
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THE CORPORATE SEAL OF THE CITY OF WHITEHORSE WAS HEREUNTO AFFIXED IN THE PRESENCE OF:

Date	Norma L. Felker Assistant City Clerk	Dan Curtis, Mayor City of Whitehorse
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Special Permission

APPENDIX A: School Facility Booking Form

Submit Forms to the Facility Booking Office – recbookings@whitehorse.ca

Canada Games Centre / Fax: 668-8675 / Phone: 633-8518

Organization:		Activity:	
Age of Participants:	# of Participants:	Will you be charging an admission fee:	Yes <input type="checkbox"/> No <input type="checkbox"/>
Main Contact:		Phone (day):	
Email Address:		Phone (eve):	
Mailing Address:		Postal Code:	
	Request for School Use (please print clearly)	Confirmed To be completed by the Facility Booking Agent	The School is <u>NOT</u> available on the following dates: *All Statutory Holidays, Christmas, Spring, & Summer Breaks *See Special Events School Calendar for additional dates
School			
Area Required			
Circle Day/s Required	Mon Tues Wed Thurs Fri Sat Sun		
Starting Time			Occupancy Fee (if applicable) Make cheque payable to Territorial Treasurer
Finishing Time			
Starting Date			
Finishing Date			

Additional Information:

I hereby agree to comply with all rules, regulations and procedures as established by the City of Whitehorse, Department of Education, and the School on behalf of my organization.

Signature of User Group Contact: _____ **Received Proof of Insurance:**

Authorized Signature for SPECIAL PERMISSION _____

Signature of City Representative _____ **Date Received:** _____

To Be Completed by Facility Booking Agent:			
Date:		Key Return Date:	
Key/Card Issued To:		Key/Card #(s):	
Key Deposit:	\$	Payment Type:	Holding <input type="checkbox"/> Deposited <input type="checkbox"/>
\$500.00 Damage Deposit Received <input type="checkbox"/>		Payment Type:	Holding <input type="checkbox"/> Deposited <input type="checkbox"/>
Key/Card Returned:		Summer Key Return Date: August 31	Fall/Winter Key Return Date: June 30
Key/Card Deposit Refunded <input type="checkbox"/>		All keys/cards/fobs must be returned by these dates or deposits will be forfeited	
		Summer Booking Deadline: April 1	Fall/Winter Booking Deadline: June 1

APPENDIX B: GENERAL SCHOOL RULES

The designated representative shall be responsible for ensuring that the user group adheres, to the rules found in this appendix and to any other “school specific rules” governing the use of public facilities as provided by the City of Whitehorse, Facility Booking Agent. Please ensure that facility is left in the same or better condition than when you arrived.

Each designated representative shall:

Access and Security

1. Ensure that designated parking and emergency vehicle access is maintained at all times.
2. Inform the user group of the booked facility time. Persons are to enter the booked facility during the scheduled times only, via the approved access point.
3. Be responsible for the entrance and exit of members of the user group and/or spectators from the public facility as per the specific school security procedures. Facility doors are to be secured at all times.
4. Ensure that users understand that corridors and classrooms not specifically authorized for use are “out of bounds.”
5. Ensure that each user group completes the “facility specific log book” upon arrival/departure.

Supervision

6. Be responsible for the supervision of their organization's members and spectators of the event being conducted. Adequate supervision must be in place at all times. Where it is deemed necessary by the Facility Booking Agent or school principal, a user group may be required to provide on-site supervision (exclusive of coaches, referees, or custodians) such as a “Facility User Group Host” and/or additional security or custodian(s) for an activity, event or program.
7. Supervise all children/youth under the age of 19.

Prohibited Substances and Activities

8. Ensure that user groups refrain from using alcohol and illegal substances in any facility or on facility grounds.
9. Ensure that, as per *The Smoke-free Places Act* (s4) (3), "smoking/vaping is not permitted in school facilities or on school grounds,
10. Ensure that prohibited activities do not take place in school facilities or on school grounds, including:
 - 10.1. Indoor activities involving animals
 - 10.2. Activities that involve sleepovers
 - 10.3. Activities that due to their nature and type of equipment used may lead to damage to public facilities or increase the risk of injury to participant and/or spectators.

NOTE: The Facility Booking Agent, Department of Education and facility operators reserve the right to determine what are considered 'prohibited activities' that fall under 'c' on a case by case basis.

School Gymnasiums

11. Ensure that outer footwear is removed at the entrance to the school.
12. Ensure that only shoes with non-marking soles (white or clear-soled running shoes) are permitted.
13. Ensure that food and beverages are not permitted, with the exception of drinking water in closed containers.
14. Ensure that advertising for any recreational activity or production is not displayed or affixed to any part of a school grounds or premises without prior authorization from the school principal.

Use of Equipment

15. Ensure that permission and arrangements have been made with the principal of the school, prior to the use/access of basketball boards, badminton and volleyball standards and nets and soccer nets. All equipment will be set up and put away by the user group.

Damages and Losses

16. Be responsible for all damages or losses to the facility as a result of the user's acts or omissions during their period of use. This includes acts by unauthorized persons who may have entered the facility due to lack of security by the user group during or after the period of use.
17. Document and report any damage, evident upon arrival, to equipment or premises to the Facility Booking Agent.
18. Document and report any damage to equipment or premises that was a result of an activity of the user group to the Facility Booking Agent. Damages will be assessed and the user group will be charged, if applicable.
19. Be responsible for any lost or stolen items belonging to the members of your organization.

Cleaning

20. Report any concerns with cleanliness of the premises, evident upon arrival, to the Facility Booking Agent.
21. Ensure that the facility is left clean for the next facility user group, including, but not limited to:
 - 21.1. Return all equipment to its proper place;
 - 21.2. place garbage in proper recycling receptacles;
 - 21.3. wipe floors, if required, due to spills, muddy shoes etc;
 - 21.4. return tables, chairs, and desks to their proper places; and
 - 21.5. turn off the lights

NOTE: Cleaning supplies are the responsibility of the user group. If the user group is unable to clean up, the designated representative will make alternate arrangements, as the school janitors will not clean up for user groups.

Failure to Comply

22. If the premises are found in an unacceptable condition as determined by the facility owner, the user group will be charged for janitorial services needed to clean the facility and or damages assessed. A minimum of one-hour janitorial services will be charged if the facility (school) requires cleaning/organizing by the facility owner prior to the commencement of the regularly intended use of the facility (school gyms, school classrooms). Failure to report damages or concerns with cleanliness could result in all users of the facility being charged for the date/time in question.
23. The City may deny or cancel user group bookings immediately for cause. Failure to comply with the following rules governing the use of facilities can result in a loss of privilege of use and/or charges as per Appendix E.
 - 23.1. Non-payment of damage claims.
 - 23.2. Non-compliance with the Joint Use Agreement and/or this appendix, Previous infractions (cumulative infractions) may be taken into consideration.
 - 23.3. Any illegal activity carried out within the public facility
 - 23.4. Use of facility during unscheduled hours as stated in the booking contract.
 - 23.5. Failure to use allocated space or to complete the facility log book (three times or more) with or without a minimum of 36 hours' notice to Facility Booking Agent. Groups who do not complete the log book will be assessed and charged.

Initials of User Group Designated Representative:

NOTE: Initials indicate: review complete, compliance agreed upon and copy received.

APPENDIX C: Department of Education /Commission scolaire francophone du Yukon Public Facilities for Community Use

1. INDOOR PUBLIC FACILITIES

Subject to this JUA, Department of Education / Commission scolaire francophone du Yukon makes available the following for community use:

SCHOOL	CLASS ROOMS	GYM SHOWERS	STAGE	OTHER ROOMS
Christ the King Elementary		1 w/showers	1	
École Émilie-Tremblay	*	1 w/showers		* Library, Bistro
Elijah Smith Elementary		1 w/showers	1	Multi-purpose Room
F.H. Collins Secondary		1 w/showers		
Golden Horn Elementary		1		
Grey Mountain Primary				Activity Room
Hidden Valley Elementary	*	1 w/showers	1	*Library
Holy Family Elementary		1 w/showers	1	
Jack Hulland Elementary		2 gyms 1 w/showers	1	
Porter Creek Secondary	*	1 w/showers	1	*Home Ec, Cafeteria, Library
Selkirk Elementary		1 w/showers	1	*Kitchen
Takhini Elementary		1 w/showers	1	*Library
Vanier Catholic Secondary	*	2 gyms 1 w/shower	1	
Whitehorse Elementary		1 w/showers	1	Activity Room
Wood Street Centre	*3			Rm 1, 2, 5

***Special Permission** - For information on what areas and activities are considered “Special Permission,” please contact the Facility Booking Agent.

NOTE: La Garderie du petit cheval blanc will be using EET’s facility free of charge when the school is open; after school daycare services and PD days. The Francophone community will have priority for bookings at EET. Requests for additional space will be considered and/or approved on a case by case basis by the Facility Booking Agent.

- 2 Department of Education / Commission scolaire francophone du Yukon will make available the aforementioned public facilities, provided they are not required by the school, at the following times:

2.1 September to June Bookings for Elementary and Secondary Schools:

Monday to Friday Inclusive: 5:00am - 7:30am / 3:30pm - 11:00pm

Note: 3:30pm - 5:00pm require special permission
Saturday and Sunday: 8:00am - 11:00pm.

2.2 Summer, Christmas, and Spring Break School Bookings:

Department of Education will make three (3) schools available during the summer break, Christmas Break and Spring Break and will ensure the applicable school principals are notified. School facilities will be available from:

Monday to Sunday: 8:00am - 11:00pm.

2.3 Statutory Holidays:

School facilities noted above in Clause 1 will not be available for use on statutory holidays and when required for elections, including: school council, municipal, territorial or federal, unless “special permission” is attained. For the purpose of this clause, statutory holidays will include:

New Year’s Day	Easter Sunday	Canada Day	Thanksgiving	Boxing Day
Heritage Day	Easter Monday	Discovery Day	Remembrance Day	National Aboriginal Day
Good Friday	Victoria Day	Labour Day	Christmas Day	

Information regarding school availability and booking can be obtained by contacting the Facility Booking Agent.

3. OUTDOOR PUBLIC FACILITIES

Subject to this JUA, Department of Education / Commission scolaire francophone du Yukon makes available the following for community use:

SCHOOL GROUNDS	SOCCER FIELD	BALL DIAMONDS	OVERLAP	TRACK
Christ the King Elementary	1			
Golden Horn Elementary				
Elijah Smith Elementary	1			
École Émilie-Tremblay	1			
F.H. Collins Secondary	2			X
Hidden Valley Elementary	1			
Holy Family Elementary	1	1	X	
Jack Hulland Elementary	1	1	X	
Porter Creek Secondary	1	1	X	
Selkirk Elementary	1	1	X	
Takhini Elementary	1	1	X	
Vanier Catholic Secondary	2	1		
Whitehorse Elementary	1	1	X	

NOTE: "Overlap" denotes that only 1 booking at a time can be scheduled for the soccer field or baseball field as the surfaces overlap.

NOTE: A "Field User Meeting" with representative from the user groups, the City, Department of Education and Highways and Public Works – Facility Management will be held annually, by April 15, to allocate field use. Approval for the use of any of these facilities must be received by the City from Department of Education prior to commencement of use.

4. Department of Education makes available, during the school term, the OUTDOOR facilities at the following times:
 - Monday to Friday inclusive: 5:00pm - 11:00pm.
 - Saturday and Sunday: 8:00am - 11:00pm.
5. Department of Education makes available, during the school summer break, OUTDOOR facilities at the following times:
 - Daily 8:00am - 11:00pm.

APPENDIX D : City of Whitehorse Public Facilities Available for Yukon School Use

1. Subject to this JUA, the City of Whitehorse makes the following public facilities available for school use:

Facility	Showers Change	Meeting Rooms	Times Available	Viewing/ Bleachers	Parking	Availability	Facility Suitability	Restriction Periods
Whitehorse Lions Aquatic Centre	Male/female	1 (seats 15)	9:00- 10:30 am. 1:00- 2:30 pm.	25 seating	Yes	Sept- June Tuesday- Friday	Aquatic Activities	Pool Maintenance Rec Program Times Special Events
Canada Games Centre Ice	Male/Female	None	9:00- 10:30 am. 1:00- 2:30 pm.	270 seats 300 temp.	Yes	Sept- April Monday- Friday	Ice Activities	Arena Maintenance Rec Program Times Special Events

2. The Child Development Centre will have access to the Canada Games Centre Ice and the non-lesson times at the Whitehorse Lions Aquatic Centre providing their use does not impact upon or exclude usage by any other school.
3. The Yukon Home Educators Society will have access to the Canada Games Centre Ice and the Whitehorse Lions Aquatic Centre. Should the number of participants per session be less than ten (10), the City reserves the right to combine the booking with that of another school.
4. YG – Department of Education Schools will have access to the Canada Games Centre ice and Whitehorse Lions Aquatic Centre.

APPENDIX E: Procedures for Booking Department of Education Public Facilities

The procedures outlined below pertain to the public facilities listed in Appendix B. The public facilities must be booked, approved and confirmed through the City of Whitehorse, Facility Booking Agent by the **designated representative**, (one person who submits all bookings for the organization and continues to liaise with the City in regard to the bookings for the school year) of the user group.

The following are the five (5) facility booking request deadlines:

- Deadline for school year submissions (September to June) is June 1st
- Deadline for changes to School special events or School Regular Bookings in respective school (December – June) is September 30th
- Deadline for Summer and Outdoor Field submissions (July and August) is April 1st
- Deadline for Christmas Break is October 1st
- Deadline for Spring Break is January 1st

Any Facility Booking requests received after these deadlines are considered Late Requests

Note: Any public facility outlined in this agreement can be booked, at any time during the year, if the facility is available on the days and times requested, as determined by review of the master list by the Facility Booking Agent, with the provision of five (5) days' notice.

1. Designated Representative will contact the City of Whitehorse, Facility Booking Agent at: 633-8518 or recbookings@whitehorse.ca
2. Facility Booking Agent, in consultation with the designated representative, will determine the appropriate facility for the user group.
3. Designated Representative will attain and complete "Appendix A: School Facility Booking Form and School Rules."
4. Facility Booking Agent to confirm facility availability.

Upon confirmation of facility availability, the Facility Booking Agent will:

5. provide an information package, which is to be reviewed and initialed by the designated representative. Designated representative initials indicate that the user group "understands" and "will abide by" all information contained in the package. The package will include, but is not limited to a copy of "Appendix A: Facility Booking Form and School Rules" and "User Group "Specific" Contract."
6. request a "\$50.00 deposit for each key/card/fob received by the designated representative. The deposit will be subject to the following:
 - 6.1. Designated representative to return key/card/fob on the date specified on the "School Facility Booking Form." Deposit for each not returned, on the date specified will result in the loss of the deposit.
 - 6.2. The key/card/fob deposit for user group bookings that are longer than a month's duration will be cashed and deposited in a holding account. Deposits for user group bookings that are less than a month's duration will be held (not cashed) by the City and returned when the key/card/returned.

7. request from all user groups a yearly damage deposit of five hundred dollars (\$500.00), payable to the City of Whitehorse. The damage deposit will be subject to the following:
 - 7.1. Damage deposits for user group bookings that are longer than a month's duration will be cashed and deposited in a holding account. Damage deposits for bookings of less than a month in duration will be held (not cashed) by the City and returned if no damages have been assessed;
 - 7.2. Where a user group is found to be responsible for damages to a facility, damages will be assessed by Department of Education and forfeited from the damage deposit (\$500). The user group will be billed for any additional damage costs.
 - 7.3. Payment for damages by a user group will be made to the Territorial Treasurer. Administration of invoicing for damages will be administered through the Facility Booking Agent.
 - 7.4. If the damage deposit is depleted or drawn down during the year, the user group is required to "top up" or post another damage deposit of \$500 prior to confirmation of booking for the upcoming year.
8. request payment of the rental fee, if applicable, by the designated representative, as per Appendix F: Yukon Government and City of Whitehorse Fee Schedule for Use of Public Facilities." Rental will be confirmed upon receipt of payment. Payment must be received at least five (5) days prior to the requirement for space. Payment must be by cash, cheque, or money order payable to the Territorial Treasurer.
9. Upon completion of the aforementioned procedures the Facility Booking Agent
 - 9.1. confirm the user group booking with the designated representative.
 - 9.2. retain the original signed and confirmed school facility booking form, JUA and appendices.
 - 9.3. provide one copy of the signed and confirmed school facility booking form, JUA and appendices to the designated representative.
 - 9.4. ensure that the schools joint use contact is notified at least five (5) days before the school facility is to be used.

APPENDIX F: Procedures for Yukon School Use of City Public Facilities

Facility Booking Agent | Canada Games Centre

P: 633-8518 | F: 668-8675 | recbookings@whitehorse.ca

The procedures outlined below pertain to the public facilities listed in Appendix C. The public facilities must be booked, approved and confirmed through the City of Whitehorse, Facility Booking Agent by the **designated representative**, (one person who submits all bookings for the school and continues to liaise with the City concerning the bookings for the school year).

The facility booking request deadline for school year submissions (September to June) is June 1

APPENDIX F Cont'd: Booking Request Form for Canada Games Centre

Submit Forms to the Facility Booking Office – recbookings@whitehorse.ca

Canada Games Centre / Fax: 668-8675 / Phone: 633-8518

School: _____

Phone: _____

Contact: _____

Email: _____

List all PD or 'please don't book pool / skate' days:

Back to back time slots to ease bussing? (y / n)

Skate times at the same time as swim lessons to fill bus? (y / n)

Other requests: _____

Learn to Swim: Grades 2 – 4			Swim to Survive: Grades 5 – 7		
Grade	Predicted # Students (15 – 24)	Time Preference (AM/PM, time of year)	Grade	Predicted # Students (15 – 24)	Time Preference (AM/PM, time of year)

Recreational and Whole School Swim: Grades 1-12				Recreational Skate: Grades KG-12	
Grade(s)	Rec Swim (R) Or Whole School (W)	Predicted # of Students	Time Preference (AM/PM, time of year)	Grade (s)	Time Preference (AM/PM, time of year)

Please add any additional request information to back of page.

Joint Use Booking Policies

- School booking times include 9:00 - 9:45 am, 9:45 - 10:30 am, 1:00 - 1:45 pm and 1:45 - 2:30 pm. Tuesday through Friday.
- During Joint Use Times, Learn-to-Swim programs will be allocated first, and then Swim to Survive followed by recreational swim/skate times.
- Lessons will be allocated a minimum of 2 weeks prior to the start of the school year.
- At the start of the school year, each school will receive confirmation of their swim/skate times. Please contact the Facility Booking Agent immediately if there are any problems with these times.
- Schools will be notified in the event of a cancellation.
- Schools may ask to be placed on a waitlist for additional swim/skate times.
- The Aquatic Coordinator reviews requests for exceptions to established guidelines for school swims.

Recreational Swimming/Skating

- Recreation Swims are designed for groups of 20 or more participants. Groups with less than 20 participants will be invoiced for 20 participants. Schools are strongly encouraged to bring more than one class at a time.
- The city cannot accommodate Kindergarten classes in Recreational Swims, as all children under 6 must be in arms reach of an adult at all times, with a ratio of 1 adult to 3 children. It is recommended that Grade 1 classes sign up for recreation swims after Christmas Break to ensure that all their students have turned 6.
- Educational assistants may be required to accompany participants with special needs in the pool and should come prepared with swim attire.
- A supervisor must be on ice surfaces at all times during skate bookings and in the aquatic centre during swim times (in pool, viewing area or on pool deck).
- It is recommended that all students wear a helmet on the ice. The Canada Games Centre does not have helmets available for use.
- In order to maximize ice time and speed up the skate rental process, teachers should collect rental fees from the children or give the number of skate rentals required to the CSR and the city will invoice the school as usual.

Other Use of Canada Games Centre

- Schools wishing to utilize other parts of the facility (i.e. Coca Cola Fieldhouse, Powerade Flexihall, Wellness Centre, Child Play Area or Dasani Running Track) may do so by purchasing wristbands for each student.
- Schools may also rent the Coca Cola Fieldhouse, Powerade Flexihall or meeting rooms for exclusive use.
- Please contact the Facility Booking Agent regarding usage outside of the Joint Use Agreement.
- Classes must be aware of the team/group training guidelines. Please contact a Fitness Specialist at 633-8502 for information or to arrange an orientation for your students in the Wellness Centre.

Questions/Concerns with Swimming Lessons

- Please bring all swimming lesson questions or concerns directly to the attention of the swimming instructor.
- Questions or concerns that cannot be resolved are brought to the attention of the Aquatic Team Leader or Aquatic Coordinator.
- In the event that no one is available, please inquire at the front desk for another supervisory staff member.

Rules and Discipline

- Participants are expected to follow all facility rules while at the Canada Games Centre.
- Participants who do not adhere to the rules may be disciplined with a time out, and in more severe circumstances teachers may be required to assist in dealing with discipline issues.
- Participants are not allowed in the water until a lifeguard is on deck or their swim instructor is present. Participants are not allowed on the ice while maintenance is in progress.

Cancellation Policy

- All cancellations must be made in writing (fax, email, or letter). Failure to provide adequate notice of cancellation will result in the school being invoiced a cancellation fee.
- Cancellations made on short notice due to circumstances beyond your control (i.e., problems with bussing) will not be invoiced; however, we request to be notified of the cancellation as soon as possible.

School Booking	Minimum Notification Required	Cancellation Fee
School Swim or Skate	More than 14 days' notice	No charge
School Swim or Skate	14 days or less	\$65 Cancellation / No show Fee

Payment Policies

School representatives are welcome to book an appointment to review all bookings and policies.

- All schools will be invoiced; immediate payment is accepted for skate rentals only.
- Schools are eligible for the Joint Use rates only during designated Joint Use booking times.
- Teachers are responsible for confirming number of students, including students with active memberships, upon arrival to the Canada Games Centre to ensure accurate numbers.
- Schools will be invoiced for the exact number of participants or the specified minimum number, when minimums are not met.
- Students who have memberships will not be subject to additional costs to use the facility during school hours unless signing up for a program (Learn-to-Swim, Swim to Survive). They will still be included in minimum participant requirements.

These policies and procedures are subject to change. All schools will be notified in writing of any changes.

FAQ's Regarding School use of CGC

Can I join my class in the water during lessons?

Yes! We encourage teacher participation during this time. Feel free to join in on one of the classes and learn with your students. If the need arises you may be required to supervise on deck any students who are under discipline.

What is the Adult to Child Ratio for children in the pool?

Schools are responsible to provide responsible adults in accordance with the established ratios. Our policy states that all children under 6 must be in arms reach of an adult at all times, with a ratio of 1 adult to 3 children. We recommend that Grade 1 classes sign up for recreation swims after Christmas Break to ensure that all their students have turned 6. All bookings must meet ratios and age requirements.

How many students can we bring to the pool for recreation swims?

There may be limited opportunities for recreational swims, so we encourage schools to fill up the bus when coming to the pool. We can easily accommodate 2 classes (50 students) with current staffing and may be able to accommodate larger groups in a whole school swim, with appropriate notice.

The ideal recreation swim accommodates varied grades (i.e. grade 2 and grade 6) to maximize both pools of the Aquatic Centre (Younger grades enjoy the Leisure Pool, while older grades enjoy the diving board).

Why do we get invoiced for students not there?

As part of the joint Use Agreement, the City of Whitehorse is to recover the cost of staffing during school usage times. We have scheduled our lifeguarding/instructing staff based on the average group sizes. Schools will be invoiced for the required minimum.

Are other areas at the Canada Games Centre part of the Joint Use Agreement?

The Joint Use Agreement only includes swimming and skating at the Canada Games Centre. Schools wishing to use other parts of the facility (i.e. Coca Cola Fieldhouse, PowerAde Flexihall, Wellness Centre and Dasani Running Track) may do so by purchasing wristbands for each student or renting available space. Schools wanting to rent the Coca Cola Fieldhouse, PowerAde Flexihall or meeting rooms for exclusive use can do so by calling the Facility Booking Agent at 633-8518.

Classes making use of our Wellness Centre/Track must be aware of the team/group training guidelines for that area. Please contact our fitness specialist at 633-8502 for information and to arrange an orientation for your students.

What if my student has a CGC membership?

Students who have memberships will not be subject to additional costs to use the facility during school hours unless signing up for a program (Learn-to-Swim, Swim to Survive). Proof of valid membership must be presented to a CSR at the time of booking.

APPENDIX G: Fee Schedule

1. YG – Department of Education agrees to charge for the use of public facilities under its jurisdiction

Commercial Event	fifteen (15) cents per square foot of booked space per calendar day
Political Event / Religious Event	Two (2) cents per square foot of booked space per calendar day
Private Meeting	\$75.00
Cancellation of space without notice as specified or Absentee	\$75.00
Summer Camps for Non-Profit Organizations	\$200.00 flat rate per week (Mon-Fri)
Area used left unclean	\$75.00
Non Profit Special Event & Regular Bookings for Child, Youth, Adult, Senior Activities	No Charge

2. City of Whitehorse agrees to charge for the use of public facilities under its jurisdiction as set out below established through the 'Fees and Charges Bylaw':

- a. Canada Games Centre ATCO ice No Charge
- b. Whitehorse Lions Aquatic Centre Staff Costs and instructional fees

APPENDIX H: Assessment: Benefits-based Approach to Recreation Use, Active Living and Space Allocation of Public Facilities

The benefits-based approach is an evolutionary process that helps reposition, promote, and provide services that are truly essential to the community's needs. It is an abstract concept (rather than a concrete model) used to develop outcome-oriented performance measurement indicators and tools to gauge progress towards becoming a benefits driven vibrant community in the field of recreation.

Activity Type Criteria / Facility Space Allocation Use

City of Whitehorse Recreation and Facility Services Department			
Benefits	Activity Type	Comments	Score
A potential life-long activity			
Activity is a recurring event			
Physical exercise is involved			
Encourages family participation, fun			
A key component is skill development			
Instruction occurs in a supervised environment			
Leadership skill development			
Artistic skill development			
Competitive skill development/exposure			
Interpersonal skill development			
Practice opportunity is provided			
Integrates the disadvantaged			
Social/artistic/cultural/economic opportunity incorporated into activity to address such things as and create opportunities for: cultural interaction; social interaction; group interaction; arts/culture appreciation; community awareness; education and awareness; individual expression and spontaneity			
Activity is planned by a community group			
Spectator potential			
Volunteer involvement			
Community planned and/or operated			
Community contribution to finances to support program			
Activity is part of an umbrella group			
Activity is group focused			
Brings together those who might not otherwise come together			
Builds community identity			
Activity promotes conservation and education of the natural environment			
Unique to that community (neighbourhood focused)			

High value-3 points per criteria

Low value -1 point per criteria

APPENDIX I: DEPARTMENT OF EDUCATION FACILITIES ALLOCATION PRIORITIES

Note: “Special Event” requests as outlined below and received prior to the June 1 deadline are scheduled in advance of regular bookings to ensure that space is available and that user groups are aware in advance that their space will not be available during the “special event” booked times.

Special Events

1. School Special Event:

Any event organized by the school and occurring in the school.

2. Non-Profit Special Event

Any event organized by a non-profit community organization where no additional monies are collected (tournament, concert or celebration). Each user group is limited to two (2) special events during the school season which would bump a regular user. Priority will be given as follows:

- a) Child / Youth
- b) Adult / Senior
- c) Fundraising Event

Regular Bookings:

3. School Regular Bookings:

Co-curricular or extra-curricular programs and activities sponsored by Department of Education, school board or school council. These are scheduled outside the regular school day and are a part of a school’s regular program of activities.

4. Child / Youth Activities:

Any community program or activity sponsored by a non-profit group, society or organization for individuals below the age of nineteen. The program must be comprised solely of youth under the supervision of a responsible adult.

5. Adult / Senior Activities:

Any community program or activity sponsored by a non-profit group, society or organization where the majority of individuals are above the age of eighteen (18).

Other Activities

6. Political or Religious Event:

Any event or program of activities sponsored by groups, societies, and organizations (such as a service, bible study, rally, campaign) where the primary aim is political or religious in nature or where the event is used for fund raising to support the group’s goals and objectives. This does not include recreation or leisure activities that are sponsored by a religious group for the general public. *See Appendix G for Fee Schedule.*

7. **Public Meeting:**
An activity, meeting or event that is open to the general public, at which there is no exchange of money, and is sponsored by a non-profit group, society or organization.
8. **Private Meeting**
An activity, meeting or event that is closed to the general public, at which there is no exchange of money, and sponsored by a non-profit group, society or organization. *See Appendix G for Fee Schedule.*
9. **Non-Specified Event – Contact the Facility Booking Agent**
 - a) **Commercial Event:**
Any event sponsored by a group, individual or business where the group, individual or business profits and to which the public is invited and is required to either pay an admission fee or is encouraged to purchase goods or services offered for sale. *See Appendix G for Fee Schedule.*
10. **Late requests**
Any request submitted to the Facility Booking Agent after the June 1 deadline is subject to availability.

APPENDIX J: CITY OF WHITEHORSE FACILITIES ALLOCATION PRIORITIES

1. Learn to Swim (2 grades within each school)
2. Swim to Survive (Grade 5 to 7)
3. Learn to Swim for additional grades within each school
4. Whole School Swims
5. Recreational Swim times
6. Recreational Skate times
7. Late Requests: Any request submitted to the Facility Booking Agent after the June 1 deadline is subject to availability

**CITY OF WHITEHORSE
PUBLIC HEALTH AND SAFETY COMMITTEE**

Date: Monday, July 16, 2018

Location: Council Chambers, City Hall

Chair: Roslyn Woodcock Vice-Chair: Dan Boyd



	Pages
1. Bylaw Services Program Review	1 - 2
Presented by D. Pruden	
2. New Business	

ADMINISTRATIVE REPORT

TO: Public Health and Safety Committee
FROM: Administration
DATE: July 16, 2018
RE: Bylaw Services Program Review

ISSUE

2018 Bylaw Services Program Review

HISTORY

The last review of the Bylaw Services program was conducted in 2006. In 2016 budget was approved and a request for proposal was issued in the Fall of 2017 with Performance Concepts Consulting as the successful proponent.

The Program Review began in January of 2018 where the consultant worked over the next 6 months on the review which included:

- Task 1 – Technical Review;
- Task 2 - Comparison to similar jurisdictions (trends, comparison, gaps);
- Task 3 – Consultation with Government (First Nations and Yukon Government), stakeholders and public;
- Task 4 – Review, analysis, recommendations and implementation plan for Program Review for Whitehorse Bylaw Services Department; and
- Task 5 – Preparation and feedback on draft Program Review and presentation of Program Review.

ALTERNATIVES

1. Approve the 2018 Bylaw Services Program Review.
2. Refer the matter back to Administration for further consideration.

ANALYSIS

The Bylaw Services Program Review focused on an overall objective of:

- Efficiency;
- Effectiveness; and
- Economy.

The sequence of Methodology undertaken included:

- A. Comprehensive data collection;
- B. Semi-structured interview with key external stakeholders;
- C. Semi-structured interviews with City staff;

- D. Peer municipal benchmarking;
- E. Online resident survey;
- F. Development and stress testing of findings and recommendations; and
- G. Drafting and finalization of report. (Attached as appendix “A”)

Findings and Performance Improvement Recommendations:

- 1) Downtown Parking Enforcement:
 - look into online ticket payments;
 - look into parking apps to greater facilitate ease of payment for parking;
 - investigate a city-wide enterprise management model for parking enforcement/operations;
 - look at public/private partnerships of downtown parkade; and
 - consider replacement of parking meters with other technologies such as parking kiosks.
- 2) Animal Control
 - investigate a consolidated shelter with the Humane Society (funding sources?).
- 3) First Nations
 - investigate Bylaw Services and Community Safety Officer hybrid position with the Kwanlin Dün First Nation.
- 4) Trail Patrol and Enforcement
 - investigate efficiency and effectiveness of utilization of aerial drones for better coverage of trail patrol.
- 5) Workflow Management Tool and Performance Indicators:
 - look into purchasing an affordable/proven workflow management software system; and
 - adopt a basic set of key performance indicators.
- 6) Moving Violation Enforcement
 - advocate with the Yukon Government sufficient “roadable hours” for RCMP to provide adequate enforcement of moving violations;
 - advocate with Yukon Government the ability to charge the registered owner of a vehicle for moving violations; and
 - develop business plan to implement technology based moving violation enforcement such as mobile photo radar.

ADMINISTRATIVE RECOMMENDATION

THAT Council approve the Bylaw Services Program Review as a guiding document.