

**CITY OF WHITEHORSE**  
**REGULAR Council Meeting #2018-25**

**DATE:** Monday, November 26, 2018  
**TIME:** 5:30 p.m.

**Mayor** Dan Curtis  
**Deputy Mayor** Samson Hartland  
**Reserve Deputy Mayor** Jan Stick

## AGENDA

CALL TO ORDER 5:30 p.m.

AGENDA Adoption

### PROCLAMATIONS

MINUTES Regular Council Meeting #2018-24 dated November 13, 2018

### DELEGATIONS

PUBLIC INPUT Bylaw 2018-58 – Capital Expenditure Program (2019 – 2022)

### COMMITTEE REPORTS

**Public Health & Safety Committee** – *Councillors Curteanu and Roddick*

**Development Services Committee** – *Councillors Cabott and Boyd*  
Environmental Grant Applications

**Corporate Services Committee** – *Councillors Hartland and Cabott*  
2020 Arctic Winter Games Staff Participation Policy  
Council Grant – Habitat for Humanity (18 Bailey Place)  
Third Quarter Capital Variance Report – *For Information Only*  
Third Quarter Operating Variance Report – *For Information Only*

**City Planning Committee** – *Councillors Roddick and Stick*  
Development Incentive Agreement – 35 Tarahne Way  
Zoning Amendment – 1 Roderick Place  
Zoning Amendment – Days Inn Child Care Centre

**Operations Committee** – *Councillors Boyd and Hartland*

**Community Services Committee** – *Councillors Stick and Curteanu*

### NEW AND UNFINISHED BUSINESS

<u>BYLAWS</u>	2018-56	Lease Agreement (Takhini Arena Concession)	3 <sup>rd</sup> Reading
	2018-55	Zoning Amendment (1 Roderick Place)	1 <sup>st</sup> Reading
	2018-57	Zoning Amendment (Days Inn Child Care Centre)	1 <sup>st</sup> Reading

### ADJOURNMENT

MINUTES of **REGULAR** Meeting #2018-24 of the council of the City of Whitehorse called for 5:30 p.m. on Tuesday, November 13, 2018, in Council Chambers, City Hall.

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

ALSO PRESENT: City Manager Linda Rapp  
Director of Community and Recreation Services Lindsay Schneider  
Director of Corporate Services Valerie Braga  
Director of Development Services Mike Gau  
Director of Infrastructure and Operations Peter O'Blenes  
Manager of Legislative Services Catherine Constable  
Manager of Financial Services Brittany Dixon  
Acting Manager of Strategic Communications Myles Dolphin  
Assistant City Clerk Norma Felker

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

**CALL TO ORDER**

**2018-24-01**

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

**AGENDA**

Carried Unanimously

Mayor Curtis proclaimed Wednesday, November 14, 2018 to be the start of the ***Christmas Kettle Campaign*** in the City of Whitehorse.

**PROCLAMATION**

**2018-24-02**

It was duly moved and seconded  
THAT the minutes of the regular council meeting dated October 9, 2018 be adopted as presented.

**MINUTES**

October 9, 2018

Carried Unanimously

**2018-24-03**

It was duly moved and seconded  
THAT the minutes of the special council meeting dated October 29, 2018 be adopted as presented.

**MINUTES**

October 29, 2018

Carried Unanimously

**COMMITTEE REPORTS**

**City Budget Committee**

Mayor Curtis presented the 2019 – 2022 capital expenditure program and tabled a budget that focuses on improving the City’s aging infrastructure and equipment. In four years the City will invest 29 million dollars in crucial infrastructure projects to improve City operations and services for citizens.

2019 to 2022 CAPITAL  
EXPENDITURE PLAN  
Mayor’s Budget Speech

**Public Health and Safety Committee**

Daniel Mackenzie addressed the Committee to advise that the Free the Beat Foundation has purchased a bus that it plans to use to provide a safe ride home program. The plan is to operate the bus between 10:00 p.m. and 4:00 a.m. on Fridays and Saturdays with the fare being on a donation basis. Mr. Mackenzie explained that he is not looking for funding but rather for overall support from the City to help make the program work. He also suggested that a future endeavour of the Foundation is the creation of a safe injection site.

DANIEL MACKENZIE  
Safe Ride Home Program  
For Information Only

In response to queries from Council members, the City Manager suggested that Mr. Mackenzie meet with her so that she may provide the best direction for assistance from the City

Councillor Cabott declared a conflict of interest with the next item of business and left Council Chambers during discussion of the matter.

Conflict Declared

**2018-24-04**

It was duly moved and seconded  
THAT the 2018 Christmas Food for Fines program be approved; and  
THAT a grant not exceeding \$10,000 for parking meter ticket or two hour zone fines issued between December 1<sup>st</sup> and December 8<sup>th</sup>, 2018 be approved to the Food Bank and Kaushee’s Place as part of the Christmas Food for Fines program.

CHRISTMAS FOOD FOR  
FINES PROGRAM

Carried Unanimously

Councillor Cabott returned to Council Chambers.

Conflict Over

**Development Services Committee**

Scott Etches addressed the Committee to request that Council direct their focus to social issues as much as possible

SCOTT ETCHES  
Social Development

**Corporate Services Committee**

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

**City Planning Committee**

There was no report from the City Planning Committee. No Report

**City Operations Committee**

**2018-24-05**

It was duly moved and seconded  
 THAT the 2018 to 2021 capital expenditure program be amended by increasing 2018 project #320c00218 in the amount of \$8,000.00, funded by the Gas Tax program, to cover additional costs; and  
 THAT Council authorize Administration to award the contract for the supply of two 4-wheel drive flat deck pickup trucks to Whitehorse Motors Ltd. for a net cost to the City of \$123,158.68 plus GST.

CONTRACT AWARD &  
 BUDGET AMENDMENT  
 PICKUP TRUCKS

Carried Unanimously

**Community Services Committee**

**2018-24-06**

It was duly moved and seconded  
 THAT the allocation of \$36,000.00 for Category 1 Recreation Grants be approved as recommended by the Recreation Grant Task Force, subject to any conditions as outlined in the summary sheet; and  
 THAT any unexpended recreation grants funds, as well as any refunds received prior to year-end, be authorized for re-budgeting to 2019.

<u>Grant Recipient</u>	<u>Grant Amount</u>
Arctic Edge Skating Club Yukon Championships and Test Day	\$3,500.00
Canadian-Filipino Sports Association of Yukon Winter Spots Tournament	\$1,500.00
Chickadees Playschool Association Field trips, Music Program, etc.	\$1,500.00

FALL RECREATION  
 GRANT ALLOCATIONS

.../continued

**2018-24-06** (Continued)

<u>Grant Recipient</u>	<u>Grant Amount</u>
Flatwater North Site Upgrade	\$1,000.00
Golden Age Society Offset Operating and Maintenance Costs	\$6,000.00
Learning Disabilities Association Yukon Camp Raven	\$5,000.00
Nakai Theatre Ensemble 24-Hour Challenge	\$3,000.00
Whitehorse Curling Club Curling Programs and Operations	\$6,000.00
Yukon Art Society Art and Craft Programs	\$6,000.00
Yukon Film Society Expand popular recreation programs	<u>\$2,500.00</u>
Total	<b>\$36,000.00</b>

FALL RECREATION  
GRANT ALLOCATIONS  
(Continued)

Carried Unanimously

**2018-24-07**

It was duly moved and seconded  
THAT Bylaw 2018-56, a bylaw to authorize a lease agreement with  
Yukon Gravy Train to provide concession services at Takhini Arena, be  
brought forward for consideration under the bylaw process.

BRING FORWARD  
LEASE AGREEMENT  
FOR CONCESSION  
SERVICES – TAKHINI  
ARENA

Carried Unanimously

In response to a query from a Committee member, Administration  
advised that work on the Whitehorse South Trail Plan will start again  
early in the new year. All of the community associations in the area will  
be contacted in order to insure that they have input into the trail plan  
process.

WHITEHORSE SOUTH  
TRAIL PLAN UPDATE  
For Information Only

A Committee member requested that the community contacts include  
neighbourhoods where community associations are not yet organized

**NEW & UNFINISHED BUSINESS**

**2018-24-08**

It was duly moved and seconded  
THAT the following council member appointments to ad hoc  
committees be approved

- |                                       |   |
|---------------------------------------|---|
| Arctic Winter Games 2020 Host Society | Councillor Hartland                     |
| Association of Yukon Communities      | Councillor Curteanu<br>Councillor Stick |
| Crime Stoppers                        | Mayor Curtis                            |
| Whitehorse Chamber of Commerce        | Councillor Cabott                       |
| Whitehorse Housing Advisory Board     | Councillor Roddick                      |

APPOINT COUNCIL  
MEMBERS TO AD HOC  
COMMITTEES

Carried Unanimously

**2018-24-09**

It was duly moved and seconded  
THAT the following council member appointments to special  
committees be approved:

- |                                   |                        |
|-----------------------------------|------------------------|
| Budget Committee                  | Mayor and all Council  |
| City Manager Evaluation Committee | Mayor and all Council  |
| Emergency Measures Commission     | Mayor and Deputy Mayor |

APPOINT COUNCIL  
MEMBERS TO SPECIAL  
COMMITTEES

Carried Unanimously

**2018-24-10**

It was duly moved and seconded  
THAT the following staff appointments to ad hoc committees be  
approved:

- |   |  |
|---|--|
| Arctic Winter Games 2020 Host Society       |  |
| City Manager                                |  |
| Director, Community and Recreation Services |  |
| Planning Group on Homelessness              |  |
| Director, Development Services              |  |
| Reciprocal Insurance Exchange               |  |
| Director, Corporate Services                |  |
| Manager, Financial Services                 |  |

APPOINT STAFF TO  
VARIOUS COMMITTEES

.../continued

**2018-24-10**

Yukon Energy Partners  
Environmental Coordinator Glenda Koh  
Yukon Housing Action Plan Implementation Committee  
Manager of Planning and Sustainability Services

APPOINT STAFF TO  
VARIOUS COMMITTEES  
(Continued)

Carried Unanimously

**2018-24-11**

It was duly moved and seconded  
THAT the following changes to the 2019 Council and Standing  
Committee meeting schedule be approved:

1. The Standing Committee meetings scheduled for May 6<sup>th</sup>, May 21<sup>st</sup> and June 3<sup>rd</sup> are re-scheduled to April 29<sup>th</sup>, May 13<sup>th</sup> and May 27<sup>th</sup> respectively, and the Regular Council meetings scheduled for May 13<sup>th</sup> and May 27<sup>th</sup> are rescheduled to May 6<sup>th</sup> and May 21<sup>st</sup> respectively to accommodate council member attendance at the Federation of Canadian Municipalities Annual Conference in Quebec City; and
2. The Standing Committee meeting scheduled for August 5<sup>th</sup> is re-scheduled to July 29<sup>th</sup>, the Regular Council meeting scheduled for August 12<sup>th</sup> is re-scheduled to August 5<sup>th</sup>, and the second meeting cycle in August is cancelled to allow for a summer recess; and
3. The second meeting cycle in December is cancelled to allow for a Christmas recess.

AMEND 2019 COUNCIL &  
STANDING COMMITTEE  
MEETING SCHEDULE

Carried Unanimously

**BYLAWS**

**2018-24-12**

It was duly moved and seconded  
THAT Bylaw 2018-56, a bylaw to authorize a lease agreement with  
Yukon Gravy Train for the provision of concession services at the  
Takhini Arena, be given first reading.

**BYLAW 2018-56**  
LEASE AGREEMENT  
Takhini Arena Concession  
FIRST READING

Carried Unanimously

**2018-24-13**

It was duly moved and seconded  
THAT Bylaw 2018-56 be given second reading.

SECOND READING

Carried Unanimously

**2018-24-14**

It was duly moved and seconded  
THAT Bylaw 2018-56, a bylaw to adopt a capital expenditure  
program for the years 2019 to 2022, be given first reading.

**BYLAW 2018-57**  
2019-2022 CAPITAL BUDGET  
FIRST READING

Carried Unanimously

There being no further business, the meeting adjourned at 6:02 p.m.

**ADJOURNMENT**

\_\_\_\_\_  
Mayor

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

ADOPTED by resolution at Meeting #2018-





## Minutes of the meeting of the Public Health and Safety Committee

<b>Date</b>	November 19, 2018
<b>Location</b>	Council Chambers, City Hall
<b>Committee Members Present</b>	Councillor Jocelyn Curteanu – Chair Councillor Stephen Roddick – Vice Chair Mayor Dan Curtis Councillor Dan Boyd Councillor Laura Cabott Councillor Jan Stick
<b>Absent</b>	Councillor Samson Hartland
<b>Staff Present</b>	Linda Rapp, City Manager Lindsay Schneider, Director of Community and Recreation Services Valerie Braga, Director of Corporate Services Patrick Ross, Acting Director of Development Services Peter O’Blenes, Director of Infrastructure and Operations Catherine Constable, Manager of Legislative Services Myles Dolphin, Acting Manager of Strategic Communications Norma Felker, Assistant City Clerk

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Your Worship, the Public Health and Safety Committee respectfully submits the following report:

**1. FireSmart Program – For Information Only**

Dave Loeks addressed the Committee on behalf of FireSmart Whitehorse, an informal group of professionals focused on reducing the risk of catastrophic fire impacting the City of Whitehorse. He contended that Whitehorse is at high risk due to the forest landscape, wind-funnelling topography and hill location. When combined with only one road in and out and the additional choke point of the Robert Campbell Bridge, the City is very vulnerable. Mr. Loeks stated the opinion that the City is behind in emergency planning. He urged the City to use the budget process to fund as many fire abatement programs as possible in an effort to mitigate the risks.

**2. Safe Ride Home Program – For Information Only**

Daniel MacKenzie addressed the Committee to provide an update on the proposed Safe Ride Home program. He advised that the Free the Beat Foundation wants to have the bus supplied with a wheelchair lift, cameras, a metal detector, a security guard, a nurse and an entertainer. All of this is intended to ensure the safety and security of everyone using the bus, and in order to do the Foundation needs support and sponsorship from the community. Mr. MacKenzie explained that it is his intention to have all the support staff on the bus paid, with the sole exception being himself as the driver providing the service pro bono.



## Minutes of the meeting of the Development Services Committee

<b>Date</b>	November 19, 2018
<b>Location</b>	Council Chambers, City Hall
<b>Committee Members Present</b>	Councillor Laura Cabott – Chair Councillor Dan Boyd – Vice Chair Mayor Dan Curtis Councillor Jocelyn Curteanu Councillor Stephen Roddick Councillor Jan Stick
<b>Absent</b>	Councillor Samson Hartland
<b>Staff Present</b>	Linda Rapp, City Manager Lindsay Schneider, Director of Community and Recreation Services Valerie Braga, Director of Corporate Services Patrick Ross, Acting Director of Development Services Peter O’Blenes, Director of Infrastructure and Operations Catherine Constable, Manager of Legislative Services Myles Dolphin, Acting Manager of Strategic Communications Mélodie Simard, Manager of Planning and Sustainability Services Norma Felker, Assistant City Clerk

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

### **1. Environmental Grant Allocations**

The City allocates \$25,000 annually for Environmental Grants to assist community groups, non-profits, and commercial organizations with environmental projects that advance the Whitehorse Sustainability Plan. The Environmental Grant Policy governs the allocation of grants, and there are two application deadlines annually.

In accordance with the policy, applications are evaluated based on how they support the Sustainability Plan, public and community benefit, eligible costs, likelihood of success, and other criteria.

An internal committee reviewed the nine applications received for the fall intake and recommended that all the applicants receive at least partial funding.

**The recommendation of the Development Services Committee is**

THAT the allocation of Environmental Grants in the amount of \$22,328.51 be approved as recommended by the review committee.

**2. Alpine Aviation – Appeal of Development Officer’s Order – For Information Only**

Gerd Mannsperger addressed the Committee on behalf of Alpine Aviation and explained that the company has provided floatplane charter services for the tourism industry at the same location on Schwatka Lake since 1997. He is now asking the City to authorize a long-term lease that includes permission for on-site winter storage of a temporary structure, and also asked Council to suspend the Bylaw Enforcement Order requiring him to remove temporary structure from the site.

Later in the meeting, in response to a request for clarification from a Committee member, administration explained that in previous years Alpine Aviation was allowed to maintain a modular office trailer on the site over the winter season despite the permit conditions that identified the trailer as a summer season temporary structure. At that time, enforcement of the permit conditions was not pursued while the Schwatka Lake Area planning initiative was being completed, given the possibility that year-round occupancy of the site might be identified through the planning process.

The completed Schwatka Lake Area Plan does not support year-round occupancy of the site, and therefore the development and building permit conditions are now being enforced.

Administration further explained that the modular office trailer was removed from the site in June of this year and replaced by a sea-can structure without permits in place. A stop-work order was issued until the required permits were obtained, and the permits were subsequently issued with an expiry date of October 31, 2018. The structure has not been removed in accordance with the permits, and an Order was issued for the removal of the structure.



## Minutes of the meeting of the Corporate Services Committee

<b>Date</b>	November 19, 2018
<b>Location</b>	Council Chambers, City Hall
<b>Committee Members Present</b>	Councillor Laura Cabott – Chair Mayor Dan Curtis Councillor Dan Boyd Councillor Jocelyn Curteanu Councillor Stephen Roddick Councillor Jan Stick
<b>Absent</b>	Councillor Samson Hartland
<b>Staff Present</b>	Linda Rapp, City Manager Lindsay Schneider, Director of Community and Recreation Services Valerie Braga, Director of Corporate Services Patrick Ross, Acting Director of Development Services Peter O’Blenes, Director of Infrastructure and Operations Catherine Constable, Manager of Legislative Services Brittany Dixon, Manager of Financial Services Myles Dolphin, Acting Manager of Strategic Communications Kinden Kosick, Acting Senior Planner Norma Felker, Assistant City Clerk

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

### **1. 2020 Arctic Winter Games Staff Participation Policy**

It is anticipated that many City employees will volunteer to assist the 2020 Arctic Winter Games Host Society in many different capacities. The proposed 2020 Arctic Winter Games Staff Participation Policy establishes the rules for employees who participate as a volunteer or are assigned by the City to provide services to the Games as part of their employment. The policy also establishes the process for applying for volunteer participation.

The City’s support for this type of activity is discretionary. However, in order for the games to be successful it is expected that staff involvement will be required from the planning stages all the way through the execution stage to ensure that the City’s interests are protected.

Pre-Games participation can include participating in test events and other related pre-production activities. Post-Games or wrap up activities can include venue tear-downs, debriefings and reporting.

Many employees will be participating in Games activities and services during their regular working hours. The proposed policy clarifies that, when doing these activities, bargaining unit employees will not be considered to be on leave or working outside of their bargaining unit while doing Games-oriented work.

**The recommendation of the Corporate Services Committee is**

THAT the 2020 Arctic Winter Games Staff Participation Policy dated November 2018 be adopted as presented.

**2. Council Grant – Habitat for Humanity**

Habitat for Humanity is a not-for-profit organization that sells homes to low income families in need of affordable shelter. The homes are sold at no profit, financed with affordable, no-interest mortgages. In addition to mortgage payments, each homeowner invests a minimum of 500 hours of their own labour, known as “sweat equity”, into the building of their house. Habitat for Humanity paid the Development Cost Charges for four units constructed at 18 Bailey Place in Whistle Bend, and the organization is now requesting that Council provide a grant equal to the development cost charges paid.

Financial support for affordable housing projects is addressed through the Development Incentives Policy and the Development Cost Charges Bylaw. However, Habitat for Humanity does not qualify as an applicant according to the terms of either the policy or the bylaw. Council has the ability to provide a grant to Habitat for Humanity through resolution, funded from the council donation account. If approved, the grant will be included in the Umbrella Grant Bylaw at year-end.

Providing a grant to Habitat for Humanity is supported by the 2017 Strategic Plan focus on affordable housing and Council’s commitment to implementing the Yukon Housing Action Plan.

Pat Hogan spoke in support of the application on behalf of Habitat for Humanity and advised that the funds would be used for additional projects.

**The recommendation of the Corporate Services Committee is**

THAT a grant to Habitat for Humanity in the amount of \$11,652.00 be approved, funded from the council donation account.

**3. Third Quarter Capital Variance Report – For Information Only**

As part of the City’s third quarter variance reporting there is a requirement for managers to review their planned capital spending. Projects are proceeding as planned and some have been completed or are expected to be completed by the end of year.

Other projects will be carried forward into 2019 due to being multi-year projects or based on delivery occurring in 2019.

Based on submissions from managers, it is anticipated that there will be approximately \$30 million in projects carried over from 2018 to 2019, of which \$18.5 million is in relation to the Operations Building.

A Committee member expressed concern that this is the last time Council will see the 2018 capital budget. While recognizing that the City's current budget practices would not enable it, the Committee member expressed a preference for Council to have an opportunity to review the fourth quarter results before the year-end statements are prepared and the new capital budget is funded.

#### **4. Third Quarter Operating Variance Report – For Information Only**

Operating budget projections submitted by department managers were reviewed by the Financial Services Department. The 2018 third quarter variance projection shows that total operating revenues will be over budget by \$591,881 and expenses will be over budget by \$150,828, indicating an operating surplus of \$441,053.

Overall department spending is controlled. Higher than anticipated revenues accompanied by staff vacancies has created a third quarter positive variance that is well within 1% of the City's total operating budget.

A Committee member expressed concerns about the operating budget process that mirrored the concerns brought forward with respect to the capital budget.



## Minutes of the meeting of the City Planning Committee

**Date** November 19, 2018

**Location** Council Chambers, City Hall

**Committee Members Present**  
Councillor Stephen Roddick – Chair  
Councillor Jan Stick – Vice Chair  
Mayor Dan Curtis  
Councillor Dan Boyd  
Councillor Jocelyn Curteanu  
Councillor Laura Cabott

**Absent** Councillor Samson Hartland

**Staff Present**  
Linda Rapp, City Manager  
Lindsay Schneider, Director of Community and Recreation Services  
Valerie Braga, Director of Corporate Services  
Patrick Ross, Acting Director of Development Services  
Peter O’Blenes, Director of Infrastructure and Operations  
Catherine Constable, Manager of Legislative Services  
Mélodie Simard, Manager of Planning and Sustainability Services  
Myles Dolphin, Acting Manager of Strategic Communications  
Norma Felker, Assistant City Clerk  
Kinden Kosick, Acting Senior Planner

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

**1. Development Incentive Agreement – 35 Tarahne Way**

The City has received applications for two major development incentives from Da Daghay Development Corporation for the construction of 28 rental housing units over two phases at 35 Tarahne Way.

A major development incentive would grant a developer a ten-year economic development incentive to a maximum of \$500,000. Multiple major development incentives may be granted for separate phases of a project and are authorized through a development agreement with Council. Implementation is through a grant to the property owner after taxes have been paid in full.



Each phase of development at 35 Tarahne Way will be subject to a separate development agreement specifying the conditions of the development incentive approval.

**The recommendation of the City Planning Committee is**

THAT development incentive agreements be approved with respect to two 14-unit rental housing developments at 35 Tarahne Way.

**2. Zoning Amendment – 1 Roderick Place**

The owners of 1 Roderick Place in Hidden Valley have applied for a zoning amendment to provide for a lot expansion. The proposed expansion will allow for the development of a new septic field for the property. The proponent has also stated that the proposed lot expansion would allow for additional privacy, fire smarting and an additional setback from a well-used trail in the area. A site inspection by Environmental Health deemed that it was not feasible to locate a new septic field elsewhere on the existing lot due to setbacks from wells, accessory buildings, and site access. If the zoning amendment is approved the additional parcel will be consolidated with the existing lot.

**The recommendation of the City Planning Committee is**

THAT Bylaw 2018-55, a bylaw to amend the zoning of a parcel of vacant Commissioner's Land in Hidden Valley to allow for a lot expansion at 1 Roderick Place, be brought forward for consideration under the bylaw process.

**3. Zoning Amendment – Child Care Centre at Days Inn**

An application has been received for a zoning amendment to allow a child care centre in the Days Inn on 2<sup>nd</sup> Avenue. The property is currently zoned Service Commercial. The proponent proposes a fenced play area located immediately adjacent to the southern wall between the building and parking spaces. This area will be used mainly by children three and under, while older children will use other parks and playgrounds.

Access to the building would be provided through a right-in/right-out only entrance on 4<sup>th</sup> Avenue and an unrestricted access from 2<sup>nd</sup> Avenue. The proposed development would also have to conform to additional regulations set out by the Zoning Bylaw, National Fire and Building Codes, and the Yukon Government Department of Environmental Health.

**The recommendation of the City Planning Committee is**

THAT Bylaw 2018-57, a bylaw to amend the zoning at 2288 Second Avenue to allow a child care centre as a principal use, be brought forward for consideration under the bylaw process.



## Minutes of the meeting of the City Operations Committee

<b>Date</b>	November 19, 2018
<b>Location</b>	Council Chambers, City Hall
<b>Committee Members Present</b>	Councillor Dan Boyd – Chair Mayor Dan Curtis Councillor Laura Cabott Councillor Jocelyn Curteanu Councillor Stephen Roddick Councillor Jan Stick
<b>Absent</b>	Councillor Samson Hartland
<b>Staff Present</b>	Linda Rapp, City Manager Lindsay Schneider, Director of Community and Recreation Services Valerie Braga, Director of Corporate Services Patrick Ross, Acting Director of Development Services Peter O’Blenes, Director of Infrastructure and Operations Catherine Constable, Manager of Legislative Services Myles Dolphin, Acting Manager of Strategic Communications Norma Felker, Assistant City Clerk

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Your Worship, there is no report from the City Operations Committee



## Minutes of the meeting of the Community Services Committee

<b>Date</b>	November 19, 2018
<b>Location</b>	Council Chambers, City Hall
<b>Committee Members Present</b>	Councillor Jan Stick – Chair Councillor Jocelyn Curteanu – Vice Chair Mayor Dan Curtis Councillor Dan Boyd Councillor Laura Cabott Councillor Stephen Roddick
<b>Absent</b>	Councillor Samson Hartland
<b>Staff Present</b>	Linda Rapp, City Manager Lindsay Schneider, Director of Community and Recreation Services Valerie Braga, Director of Corporate Services Patrick Ross, Acting Director of Development Services Peter O’Blenes, Director of Infrastructure and Operations Catherine Constable, Manager of Legislative Services Myles Dolphin, Acting Manager of Strategic Communications Norma Felker, Assistant City Clerk

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

**1. Proclamation – For Information Only**

Mayor Curtis proclaimed November 25<sup>th</sup> to December 10<sup>th</sup> to be “**Orange Days**” in the City of Whitehorse to promote awareness of the United Nations Campaign of 16 Days of Activism Against Gender-Based Violence.

**2. Ride for Dad – For Information Only**

Sean Secord addressed the Committee to provide a brief update on the Ride for Dad campaign in Whitehorse. He thanked the City for the ongoing support provided to the Ride for Dad program, and presented a plaque to Mayor and Council in recognition of the City’s support.

**CITY OF WHITEHORSE**  
**BYLAW 2018-56**

A bylaw to authorize a lease agreement

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WHEREAS section 265 of the *Municipal Act* (2002) provides that Council may pass bylaws for municipal purposes respecting the municipality's leasing of any real or personal property; and

WHEREAS Council deems it desirable to enter into an agreement with **Yukon Gravy Train** for the provision of concession services at the Takhini Arena for a 33 month period from December 1, 2018 to and including September 30, 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 authorized to enter into a lease agreement with Yukon Gravy Train for the provision of concession services at the Takhini Arena.
2. The Mayor and Clerk are hereby authorized to execute on behalf of the City of Whitehorse the Lease Agreement attached hereto as Appendix "A" and forming part of this bylaw.
3. This bylaw shall be come into full force and effect on and from the first day of December, 2018.

**FIRST and SECOND READING:** November 13, 2018

**THIRD READING and ADOPTION:**

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Mayor

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Clerk



LEASE AGREEMENT made this 1st day of December 2018

BETWEEN:

**THE CITY OF WHITEHORSE**

Recreation & Facility Services  
2121 Second Avenue  
Whitehorse, Y1A 1C2  
(hereinafter known as "The City")

-and-

**YUKON GRAVY TRAIN**

PO Box 2363  
Marsh Lake, YT Y0B 1Y2  
(hereinafter known as "The Lessee")

**WHEREAS** the City requires the services of the Lessee in connection with the non-exclusive provision of Concession Services at the Takhini Arena.

**WHEREAS**, in accordance with the City's Purchasing and Sales Policy, the City of Whitehorse received a proposal to provide Concession Services at the Takhini Arena subject to the terms and conditions hereunder; and

**WHEREAS**, the City of Whitehorse solicited responses to its Expression of Interest EOI 2018-0081 for Concession Service and the City selected Gravy Train's proposal in response to said EOI; and

**WHEREAS**, the City of Whitehorse wishes to grant the Lessee the right to provide Concession Services in the Takhini Arena located at 345 Range Road in Whitehorse, YT, under the terms and covenants of this Agreement and all attached to this agreement.

**1. DEFINITIONS:**

"Adult" means a person nineteen (19) years of age and older.

"Arena Season" means the period when ice time will be available for use by the public, as designated by the Council of the City of Whitehorse.

"City" refers to the City of Whitehorse, Takhini Arena, employees and volunteers.

"Concession Agreement" means the written agreement between the City of Whitehorse and the Concession Operator for the operation of the Arena Concession.

"Consumer Related Products" means the sale of items that are of direct use by user groups in conducting their activities.

"Council" means the duly elected Council of the City of Whitehorse.

"Food, Beverage, Refreshment" means the sale of drinks (other than spirituous, fermented or intoxicating liquids), and materials made into or used as food.

"Lessee" means all employees, volunteers, owners and partners in the Gravy Train

"Manager" means the Operations Supervisor of Facilities for the City of Whitehorse.

"Prime Hours" means the hours of facility use regularly booked by user groups to conduct their activities, as defined in the Fees and Charges Bylaw.

"Special Event" means the approved by the City of Whitehorse planned use of resources for total community participation, which creates a unique situation whose objectives include community development and the promotion of community spirit, socialization and enjoyment; and the use of leisure time.

**NOW THEREFORE** in consideration of the promises, mutual terms, covenants and conditions herein, the parties hereto agree as follows:

## **2. RETAINER**

The Lessee is retained to provide Concession Services at the Takhini Arena. The menu of items and pricing is as indicated in Appendix "B" attached to and forming part of this Lease Agreement.

The Lessee is retained for the sole purpose of performing the Services in conjunction with Takhini Arena. As such, the Lessee is retained only for the duration of this Agreement commencing December 1, 2018 and ending on September 30, 2021, with three one-year extensions at the discretion of the City of Whitehorse.

## **3. HOURS OF OPERATION**

3.1 The Lessee covenants with the City to operate the concession in the Takhini Arena for the period commencing December 1, 2018 and ending September 30, 2021. An option to renew the agreement for a further three years starting October 1, 2021 will be at the sole discretion of the City.

The Facility will NOT be open year-round and operation is limited to the following months unless pre-arranged by the City of Whitehorse.

**Takhini Arena Open:** *(Hockey Season) October 1 to March 31<sup>st</sup> each year.*

**Takhini Arena Closed:** *(Summer): April 1 to September 30 each year. Events in this time period will be coordinated through the City of Whitehorse and the Lessee. If Special events are scheduled throughout this period, the City of Whitehorse will contact the Lessee who will have the first opportunity to provide concession services for the event; however, if the Lessee is not able to complete the services as requested, the Lessee agrees and the City is authorized to hire another group to run the concession for the Event(s) as needed.*

3.2 The Lessee's schedule of hours of operation during the arena ice season has been approved by the City as per submitted proposal. Any reduction of this schedule shall require mutual agreement between the Lessee and the City. Schedule of hours (as per submitted proposal) is Monday to Friday, 4pm to 8pm, Saturday, 7:30am to 6pm and Sunday 7:30am to 6pm. Any increase to this schedule of concession hours (only within hours when the arena is open) is at the Lessee's discretion.

3.3 During the non-ice season (April 1 to September 30) the Lessee agrees to provide concession services for dry floor events scheduled by the City, and as required by the event. Notification shall be provided to the Lessee a minimum of fourteen (14) days prior to the event. The Lessee shall also endeavour to keep in contact with the City's scheduling staff in regards to dry floor event and

schedule updates.

- 3.4 The hours of operation shall be adjusted to accommodate repairs and/or renovations to Takhini Arena. Written notice shall be sent to the Lessee fourteen (14) days prior to the commencement of such renovations.
- 3.5 Notwithstanding Item 3.4 the City may order the temporary and immediate withdrawal of the facility from public/group use for emergency repair. The withdrawal of use may be made with no advance notice. The Lessee shall receive verbal notice within twelve (12) hours and subsequent written notice within seventy-two (72) hours of such verbal notice of withdrawal of the facility from use.

#### **4. SALE OF CONCESSION PRODUCTS**

- 4.1 The supply of food, beverage and refreshment services shall not include events where food or beverage products are sold, served or consumed on the dry floor surface, unless requested by the event organizers. The supply of food, beverage and refreshment services shall also not include events where food or beverage products served or consumed in the mezzanine area. Where the Lessee is not requested to supply services to dry floor and mezzanine events the Lessee is not required to remain open for those events.
- 4.2 The Lessee may sell food products, beverages and arena user related products supplied by any company that meets operational requirements and the needs of the consumer, and all requirements under this agreement.
- 4.3 The Lessee may not sell alcohol, tobacco, cannabis, and all related products.
- 4.4 Operation of the concession shall not guarantee exclusive use of the arena and shall not interfere with or affect users of the facility. Clubs and groups booking the arena for events or programs shall have the option of serving food products as a part of their event/program. Any requests for sale or serving food products shall be approved by the City of Whitehorse prior to the event/program taking place.
- 4.5 The City reserves the right to allow refreshment stands providing a specialized service to operate in the arena and/or on the premises.

#### **5. OPERATION OF THE CONCESSION**

- 5.1 The Lessee shall comply with all statutes, regulations and bylaws, whether federal, territorial or municipal, and in particular the Lessee shall comply with the provisions of the Business Licensing Bylaw.
- 5.2 The Lessee shall be responsible for maintaining all licenses and permits required for the operation of the concession at his/her own expense. Copies of all documents (business license, environmental health permit, development permit (if required)) shall be submitted to the City fourteen (14) days prior to opening.
- 5.3 The Lessee shall ensure that wherever possible an adequate staff and/or supervision of responsible adult persons shall be in attendance inside the concession when the concession is open.
- 5.4 The Lessee shall perform all janitorial services related to the concession and concession storage area. The Lessee will also maintain the area immediately surrounding the concession in a clean and litter free condition as required.
- 5.5 The Lessee undertakes and covenants to keep the said premises in good repair. Reasonable wear

and tear and damage by tempest, flood, lightening or acts of God, exempted.

- 5.6 The Lessee shall not put up, exhibit, permit or allow to be put up or exhibited in or on the concession area, any sign, notice, notice board, painting, design or advertisement without prior written consent of the City.
- 5.6 The Lessee covenants not to carry on any business on the premises that is offensive, dangerous or a nuisance, nor allow the same to be used for any illegal or immoral purposes; or operate any business other than the sale of food, beverage and consumer related products as proposed.
- 5.7 The Lessee covenants that he/she will not carry on or permit upon the said premises any trade, occupation, suffer to be done or any other thing which may render any increased or extra premium payable for the insurance of the said premises against fire, or which may make void or voidable any policy of such insurance.
- 5.8 The Lessee undertakes to stock sufficient supplies to meet the reasonable requirements of the user at each activity.
- 5.9 The Lessee will not assign the concession or any of the rights or obligations under this Agreement without the prior written consent of the City and such consent shall be at the absolute discretion of the City.
- 5.10 The Lessee shall be responsible for the security of the concession. When the concession is unattended, shutters and doors will be left secured and locked. The Lessee shall be responsible for the cost of any alterations or modifications to the premises, which have been, or may be required to provide a secure concession area, and no such alterations or modifications shall be undertaken without the prior written consent of the City.
- 5.11 The City agrees to supply, at no cost to the Lessee, the costs of utilities for the concession and concession storage area. Services shall be limited to water, sewer, electricity and heating.
- 5.12 The Lessee shall be entitled to retain for his/her own use any profits derived from his/her operation of the concession (which is over and above any commitments made to the City via the tendered documents).

## **6. SUPPLY OF EQUIPMENT**

- 6.1 The Lessee undertakes to supply all equipment, other than City owned equipment presently on the premises, as listed in Appendix C, and to adequately provide the services that are reasonably expected from the operation of the concession.
- 6.2 The City agrees to keep said City owned equipment in good repair and working condition and shall be responsible for all costs incurred excluding costs resulting from deliberate and negligent acts and omissions of the Lessee, his/her servants, agents, licensees and contractors.
- 6.3 The Lessee agrees to operate all City owned equipment on the premises in accordance with the rules, regulations and procedures as established by the manufacturer and/or the City. The Lessee further agrees to advise the City immediately in the event of an issue with City owned equipment.

## **7. INSURANCE**

- 7.1 The City agrees to provide, at its expense, insurance coverage for the building and the City owned contents. Coverage shall not include third party liability insurance for the Lessee or contents owned by the Lessee.



- 7.2 The Lessee acknowledges that any coverage beyond the building and content coverage, whether by way of limits or deductible on the City policy, shall be at the expense of the Lessee.
- 7.3 The Lessee shall supply proof and maintain valid insurance under a contract of Comprehensive General Liability Insurance, acceptable to the City of Whitehorse, with a licensed insurer, in an amount of not less than \$2,000,000.00 per occurrence, insuring against bodily injury, including personal injury and property damage, including the loss of use thereof. Such insurance shall name the City of Whitehorse as an additional insured party and extend to include liability assumed under contract and shall precluded subrogation claims by the insurer against the City of Whitehorse, its agents, or employees.
- 7.4 The policy of insurance referred to in the item above shall contain provisions or endorsements respecting complete operations coverage, such coverage shall be expressed to be in effect continuously for a period of at least one year after the acceptance by the City of Whitehorse of the completed services. Any policy applicable to this project must not contain a deductible amount that is not satisfactory to the City of Whitehorse.
- 7.5 The Lessee shall indemnify and save harmless, the City, its servants, employees, agents, licensees and contracting parties from and against all actions, suits, claims, loss, costs, charges, damages, expense and demands which may be made against those parties arising out of the operation of the concession, the consumption of food, beverage, refreshments or the use and occupation of the arena premises.

## **8. PAYMENT**

- 8.1 The parties agree that the Lessee shall pay to the City a monthly sum as per listed, plus GST, (during the regular ice season- normally from October to March):
- a. FACILITY OPEN: October 1st to March 31st - \$375/month
  - b. FACILITY CLOSED for SPECIAL EVENTS: April 1<sup>st</sup> to September 30<sup>th</sup> 10% of Gross Sales (Pre-GST)
- 8.2 The parties hereby agree that this agreement is in effect for the period commencing December 1, 2018 to September 30, 2021, inclusive.
- 8.3 The City shall not be liable to make good to the Contractor any operating losses sustained by the Contractor in the operation of concession services.
- 8.4 The parties agree that payments listed in Clause 8. (1) of this agreement shall be made by the end of each month in operation (ie. Payment by the 31<sup>st</sup> of October 2018 for October 2018).

## **9. PERFORMANCE**

- 9.1 The Lessee agrees to pay the City a One Thousand dollar (\$1,000.00) performance deposit. The deposit is refundable on October 1, 2021 providing all terms and conditions of this agreement are fulfilled.
- 9.2 If the agreement is terminated for any reason other than the non-payment of sums under Section 8, the Lessee shall have the right to remove, without damaging the premises, any equipment owned by the Lessee and brought into the concession area.

## **10. EXCLUSIONS, RESERVATIONS AND RESTRICTIONS**

- 10.1 Nothing in this agreement will be construed as authorizing the Lessee to conduct any business separate and apart from this agreement or in areas other than those areas assigned for conducting

business under this agreement located in the concession space of the Takhini Arena.

- 10.2 The Lessee will not interfere or permit interference with the use, operation, or maintenance of the Takhini Arena, including but not limited to, the effectiveness of accessibility of the drainage, sewage, water, communications, fire protection, utility, electrical, or other systems installed or located from time to time at the Facility; and the Lessee will not engage in any activity prohibited by the City's existing or future noise abatement procedures nor its Rules and Regulations, Policies and Operating Procedures of the Takhini Arena and the City of Whitehorse.
- 10.3 The Rights and privileges granted the Lessee Services will be subject to any and all Policies, Rules, Regulations and Operating Directives established by the City of Whitehorse, as may be amended from time to time.
- 10.4. Nothing in this agreement will be construed as establishing exclusive rights, operational or otherwise, other than the right granted herein for the use of the Assigned Areas by the Lessee.

## **11. INSPECTION OF ASSIGNED AREAS**

The City of Whitehorse or its duly authorized representatives or agents and other persons designated by it, will routinely inspect the Assigned Area throughout the term of this Agreement for the purpose of determining whether or not the Lessee is complying with the terms and conditions of this Agreement. In the event that such inspection reveals that the Lessee's operations are considered substandard in any way, The City of Whitehorse will provide notice to the Lessee of its findings and request a written response from the Lessee addressing the specific areas considered substandard and outlining a plan for improvement. Upon the City's acceptance of the improvement plan, the Lessee will immediately undertake the improvement actions and will obtain final acceptance by the City. Failure by Lessee to complete the improvement plan may constitute default under this Agreement, at the sole determination of the City of Whitehorse.

The Lessee is responsible for and must ensure the safety/cleanliness of the food and premises and equipment throughout the contract period, in accordance with industry standards as outlined below. Should patrons/staff become ill or there is suspicion of food poisoning as a result of the food provided by the Lessee, the City reserves the right to immediately cease the contract until the facility is re-inspected and approved for use. The Lessee assumes all responsibility for the health and safety of its patron's staff and volunteers.

## **12. CUSTOMER SERVICE**

The Lessee will fulfill the services as described to the professional industry standard and to the applicable Food and Safety Guidelines as outlined in the Yukon Government Health and Social Services: <http://www.hss.gov.yk.ca/environmentalfood.php> . The Lessee's staff shall conduct themselves in a professional manner when dealing with patrons and staff at the Takhini Arena. Complaints received by patrons or staff of the Takhini Arena will be brought to the appropriate City staff member who will contact the Lessee regarding the matter.

## **13. EMPLOYEES**

The Lessee will, within reason, control the conduct, demeanor and appearance of its employees. Upon objection from the City concerning the conduct, demeanor or appearance of any such persons, will immediately take all reasonable steps necessary to remove the cause of objection.

The operations of the Lessee, its employees, agents and suppliers will be conducted in an orderly and proper manner. The Lessee agrees that its employees will be of sufficient number so as to properly conduct the Lessee's operations. The Lessee will at all times be responsible for the performance and obligations of anyone working on the Lessee's behalf through the duration of the Lease.

#### **14. PERMITS AND LICENSES:**

The Lessee will obtain and maintain throughout the term of this Agreement all permits, licenses, or other authorizations required in connection with the operation of its business at the Takhini Arena. Copies of all required permits, certificates, and licenses will be forwarded to the Operations Supervisor, Recreation & Facility Services, City of Whitehorse.

#### **15. EQUIPMENT**

At the end of the Winter Season (March 31, each year) and at the end of any Special Event in the CLOSED period, the Lessee will ensure all applications and equipment are in good working order, cleaned etc., as inspected by the City of Whitehorse prior to exiting the facility. Should any repair be required to the equipment, the City and the Lessee will discuss and agree on the schedule as needed.

#### **16. EQUIPMENT REPAIR DURING CONTRACT PERIOD**

The Lessee undertakes to supply all equipment, other than City owned equipment presently on the premises, as listed in Appendix C, and to adequately provide the services that are reasonably expected from the operation of the concession.

The City agrees to keep said City owned equipment in good repair and working condition and shall be responsible for all costs incurred excluding costs resulting from deliberate and negligent acts and omissions of the Lessee, his/her servants, agents, licensees and contractors.

The Lessee agrees to operate all City owned equipment on the premises in accordance with the rules, regulations and procedures as established by the manufacturer and/or the City. The Lessee further agrees to advise the City immediately in the event of an issue with City owned equipment.

At the end of the Contract or upon notice of termination, the Lessee will clean all equipment and ensure all is in working order. Should the Lessee vacate the premises leaving the equipment to be cleaned and maintained, the City will hire someone to clean and fix the equipment at the sole expense of the Lessee. An invoice for the required cleaning and servicing will be mailed to the address as identified in the Notices Section of this Contract.

#### **17. MENU**

The City of Whitehorse has the exclusive right to modify, add or delete selections or modify retail prices on products that are not deemed acceptable by written notification to the Lessee and without formal amendment to this Agreement. Within 30 days of notification by the City, the Lessee agrees to make all changes requested. The Lessee may make recommendations of changes to product selections and pricing in writing for review by the City. The City will provide written notification to the Lessee within 30 days of the recommendation of any approved changes to the attached Appendices. The City and the Lessee will meet, at a minimum, one time every 12 months to collectively evaluate product selections.

#### **18. FAILURE TO MAKE TIMELY PAYMENTS**

Without waiving any other right or action available to the City, in the event of default of the Lessee's payment of fees hereunder, and in the event the Lessee is delinquent in paying to the City of Whitehorse any such fees, for a period of five business days after the payment is due, The City of Whitehorse reserves the right to charge the Lessee interest thereon, from the date such fees or charges became due to the date of payment at the Bank of Canada rate (if applicable). Should the Lessee not pay the required commissions within 30 days of payment due date, the City has the right to terminate this contract upon written notice and seize equipment and products located at the City's facility.

## **19. CORPORATE CONFLICTS**

During a nationally (or regionally) sponsored event that is hosted at the Takhini Arena with a major competitor as their sponsor the City will comply with the applicable sponsor's wishes and the Lessee will be consulted prior to the event.

## **20. INDEMNITY**

The Lessee shall at all times and without limitation, indemnify and save harmless the City, its Councillors, officers, employees, volunteers and other representatives from and against all liability, claims, actions, losses, cost, damages, legal fees (on a solicitors and his own client full indemnity basis), arising out of your actions or omissions in performing the Services required under this Agreement. The provisions of this section are in addition to and will not prejudice any other rights of the City. This section shall survive the termination or expiry of this Agreement for any reason whatsoever.

## **21. TERMINATION**

This Lease may be terminated for any reason including for failing to meet obligations of this contract by either party by giving one month's written notice to the other party. After this notice, all further obligations on the part of both the Lessee and the City come to an end.

The Lease may be amended at any time but only in writing, signed by both parties.

This Lease is binding upon the parties hereto, their respective trustees, administrators or successors in law.

This Lease constitutes the entire agreement including Appendices A and B between the parties relating to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understanding, warranties or representatives, whether oral or in writing, except as specifically set forth herein.

By executing this Agreement, the Lessee confirms they have had the opportunity to seek professional or legal advice prior to executing this Agreement.

## **22. DEFAULT**

Time of payment and performance is of the essence of this Agreement. Lessee shall be in default under this Agreement upon the occurrence of any one or more of the following events:

- 22.1 Lessee's failure to pay any fee or other charge when due and within (30) calendar days after notice from City of such nonpayment.
- 22.2 The Lessee's failure to maintain the insurance required in Section 7.
- 22.3 Lessee's assignment of any right hereunder in violation of Section 30.
- 22.4 Lessee's failure to perform, keep or observe any of the terms, covenants or conditions of this Agreement within seven (7) days (or such longer time as may be necessary to cure, provided that cure is commenced within the initial seven (7) days after notice from the City specifying the nature of the deficiency with reasonable particularity and the corrective action that is to be taken within such period to cure the deficiency.
- 22.5 The filing by Lessee of a voluntary petition in bankruptcy, the filing of an involuntary petition in bankruptcy against the Lessee, the taking of possession of all or substantially all of Lessee's assets pursuant to proceedings brought under the provisions of any act or the appointment of a receiver of

all or substantially all of Lessee's assets and the failure of Lessee to secure the return of such assets and/or the dismissal of such proceeding within ninety (90) days after the filing.

- 22.6 The abandonment for period of seven (7) days by Lessee of the conduct of its services and operations during the season from the beginning of April through the end of October, or for a period of fourteen (14) days during the October through March off-season.
- 22.7 The assignment by Lessee of its assets for the benefit of creditors.
- 22.8 The death of the Lessee or dissolving of the organization (Gravy Train).
- 22.9 In the event of a default by the Lessee, the City may terminate this Agreement effective immediately upon provision of written notice of such termination to the Lessee. In the alternative, the City may elect to keep the Agreement in force and work with Lessee to cure the default. If this Agreement is terminated, the City shall have the right to take possession of the Concession Space at the time of default. Lessee's liability to City for damages and rent shall survive the termination, and the City may re-enter, take possession of the Concession Space and remove any persons or property by legal action or by self-help with the use of reasonable force and without liability for damages.
- 22.10 Following re-entry or abandonment, City may make arrangements for use of the Concession Space by others and in that connection may make any suitable alterations or refurbish the Concession Space, but City shall not be required to make such arrangement for any use or purpose.
- 22.11 Rights and Remedies Reserved. It is understood and agreed that any rights and remedies reserved pursuant to this Article are in addition to any other rights or remedies the City may have pursuant to this Agreement or to applicable law to seek judicial enforcement, damages or any other lawful remedy.
- 22.12 Pre-Mature Agreement Termination. In the event that the Lessee does not fulfill the full term of the Agreement, the remainder of the annual fee shall be calculated and shall be required to be paid in full to the City.

## **23. LEGAL REQUIREMENTS**

The Lessee shall ensure that the services comply with all relevant legislation including Codes, Bylaws and Regulations, Health and Safety Legislation as well as City policies and procedures. Where there are two or more laws, ordinances, rules, regulations or codes applicable to the services, the more restrictive shall apply.

The Lessee shall apply and pay for all necessary permits or licenses required for the execution of the Lessee's services.

## **24. COMPLIANCE WITH THE OCCUPATIONAL HEALTH AND SAFETY ACT**

The Lessee shall be responsible for the safety of their staff and/or employees/ volunteers and equipment on the Project for the purposes of ensuring compliance with safety regulations for the Lessee.

The Lessee shall confirm it will comply with all the provisions of the Yukon Occupational Health and Safety Act, regulations and codes, and all amendments thereto, now or hereafter, made there under the said act and shall confirm it will indemnify the City of Whitehorse in respect to all matters arising out of or in connection with failure of the Lessee to comply in all respects with applicable provisions of the said act, regulations and codes.

Prior to commencement of services, the Lessee will provide a current Letter of Good Standing to the City of Whitehorse at [procurement@whitehorse.ca](mailto:procurement@whitehorse.ca).

**25. NO RELATIONSHIP**

Nothing contained herein shall be deemed or construed by the parties hereto nor by any third party as creating the relationship of employer and employee, principal and agent or a partnership or a joint venture between the parties hereto.

**26. ASSIGNMENT**

The Lessee shall not, without the prior written consent of the City, assign the benefit or in any way transfer the obligations of this Agreement or any part thereof.

**27. NOTICES**

Any Notices or other correspondence required to be given to an opposite party shall be deemed to be adequately given if sent by prepaid registered mail addressed as follows:

- a) To Lessee: Ron Davis  
Kristin Kulachkosky  
Owners/Lessees, Yukon Gravy Train  
PO Box 2363  
Marsh Lake, YT Y0B 1Y2  
By email: allaboardgravytrain@gmail.com
  
- b) To the City at: Attn: Operations Supervisor, Recreation & Facility Services  
City of Whitehorse  
2121 Second Avenue  
Whitehorse, Yukon, Y1A1C2  
By email: cgcsupervisors@whitehorse.ca

Notice given as aforesaid, if posted in the Yukon Territory, shall conclusively be deemed to have been given on the fifth (5th) business day following the date on which such Notice is mailed or e-mailed.

Either party may, at any time, give notice in writing to the other of any change of address of the party giving such notice and after the giving of such notice, the address therein specified shall be deemed to be the address of the said party for the giving of notice thereunder.

The word "notice" in this section shall be deemed to include any requests, statements or other writing in this Agreement provided or permitted to be given by the City to the Lessee or by the Lessee to the City.

**28. LAWS OF THE YUKON TERRITORY**

This Agreement shall be deemed to have been made in and shall be construed in accordance with the laws of the Yukon Territory and for the purposes of all legal proceedings; this Agreement shall be deemed to have been performed in the said Territory. If any provisions herein contained shall in any way contravene the laws of the Yukon Territory where this Agreement is to be performed, such provisions shall be severed from the Agreement and the remaining provisions shall continue in force and effect. Nothing herein shall restrict the right of the City to bring action against the Lessee in any Court of competent jurisdiction.

**29. SUCCESSORS**

This Agreement shall enure to the benefit of and be binding upon the parties hereto and, except as herein before provided, the successors and assigns thereof.

### **30 JOINT AND SEVERAL COVENANTS**

In the event that this Agreement is executed by two or more persons, the covenants and agreements herein contained will be and will be deemed to be joint and several covenants.

### **31 CHANGES TO AGREEMENT**

No provision of this Agreement shall be deemed to have been changed unless made in writing signed by the City and the Lessee, and if any provision is unenforceable or invalid for any reason whatever, such unenforceability or invalidity shall not affect the remaining provisions of this Agreement and such provisions shall be severable from the remainder of this Agreement.

**IN WITNESS WHEREOF** the parties hereto have affixed their corporate seals by the hands of their proper officers in that behalf the day and year first above written.

**CITY OF WHITEHORSE**

**RON DAVIS  
KRISTIN KULACHKOSKY  
OWNER/LESSEES  
YUKON GRAVY TRAIN**

\_\_\_\_\_  
*Signature*

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*Date*



## **APPENDIX A**

### **DESCRIPTION OF SERVICES**

#### **A.1 Supply of Concession Services**

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The Lessee shall furnish and pay for all equipment, except as otherwise provided by the City, all goods, labor, transportation, supervision and services necessary to maintain a clean and orderly restaurant facility and provide food and beverage services in accordance with this Agreement.

Services provided by the Lessee shall include the daily cleaning maintenance of the facility, to include but not be limited to: daily mopping, sweeping, vacuuming, dusting of all fixtures, to insure and maintain proper appearance and meet cleanliness standards of facility. Services shall also include the maintenance of an adequate stock of food and beverage supplies, condiments, dishes, silverware, napkin dispensers, salt and pepper shakers, cups and glassware, and any kitchen utensils or bar equipment if necessary to serve the demand for such items required to complete the services.

The Lessee acknowledges the desire and obligation of the City to provide the public high quality food and beverages and a high level of public service. Therefore, the Lessee agrees to offer for sale from the Concession Space only good quality food and beverages at fair and competitive pricing, relative to comparable restaurant facilities in The City of Whitehorse. If, in the opinion of the City, the pricing is not comparable, or the selection of items offered is inadequate or not of good quality, or if any of the items are found to be objectionable for display and/or sale in a public facility, then the pricing shall change or the items shall be removed or replaced as required by the City. The City Representative shall meet and confer with Lessee regarding such matters. However, the Lessee acknowledges that the City's determination as to the same shall be conclusive. Failure of the Lessee to correct, rectify or modify its prices or quality within five (5) days of being advised in writing to do so shall be cause for default.

#### **A.2 Lessee Personnel.**

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The Lessee shall control the conduct and demeanor of its agents and employees. If the City so requests, the Lessee agrees to supply and require its employees to wear suitable attire, have hair tied back (and clean), wear gloves where appropriate and to wear or carry badges or other suitable means of identification, the form of which shall be subject to prior and continuing approval of the City.

#### **A.3 Food Safety Requirements**

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The City supports the provision of healthy food and beverage choices. The City will work in cooperation with the Lessee to implement the goals of providing healthy snack food choices, while still ensuring the highest quality of products.

Snacks, healthy food snacks and hot drink beverages that will be provided, shall be determined by what is proven to result in the highest sales at a particular location based on actual and projected customer demand, while adhering to Nutrient Criteria for Healthier Choices. The City reserves the right to request that a product be replaced at any time.

#### **A.4 Operation Cost**

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The City shall provide to the Lessee suitable water service, electricity, drainage, lighting, and heating of designated premises but without liability on the City's part arising from temporary interruption thereof on account of breakdown, power failure or like causes. The Lessee will immediately advise the City of Whitehorse if a piece of equipment is in need of repair. If it is determined that as a result of the Lessee's negligence that the equipment has been damaged, it will be the Lessee's obligation to repair the equipment due to the result of damage done by its own employees.

## **A.5 Permits and Fees.**

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The Lessee shall obtain and pay for all applicable City of Whitehorse Business License, permits and food and health inspection fees required and shall comply with all laws, ordinances, regulations and building code requirements applicable to the services contemplated herein. Damages, penalties and/or fines imposed on the City or the Lessee for failure to obtain required permits, inspection fees, or inspections shall be borne by the Lessee.

A condition of this Contract is the ability for the Lessee to obtain the required Food Safety Certifications, insurance, Health Inspection and applicable license to carry out the Work as described.

## **A.6 Accounting Requirements**

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The Lessee shall maintain complete and accurate records of transactions including collections and inventories of both merchandise and equipment in accordance with the accepted industry standards, and will keep financial records for a period of seven (7) years after the close of each year's operation.

Each payment to the City will include a monthly sales report which includes sales of all products, beverages and menu items sold (pre-GST sales) . The City of Whitehorse reserves the right to return the report and request more detail and proper report format as requested.

## **A.7 Lost Sales.**

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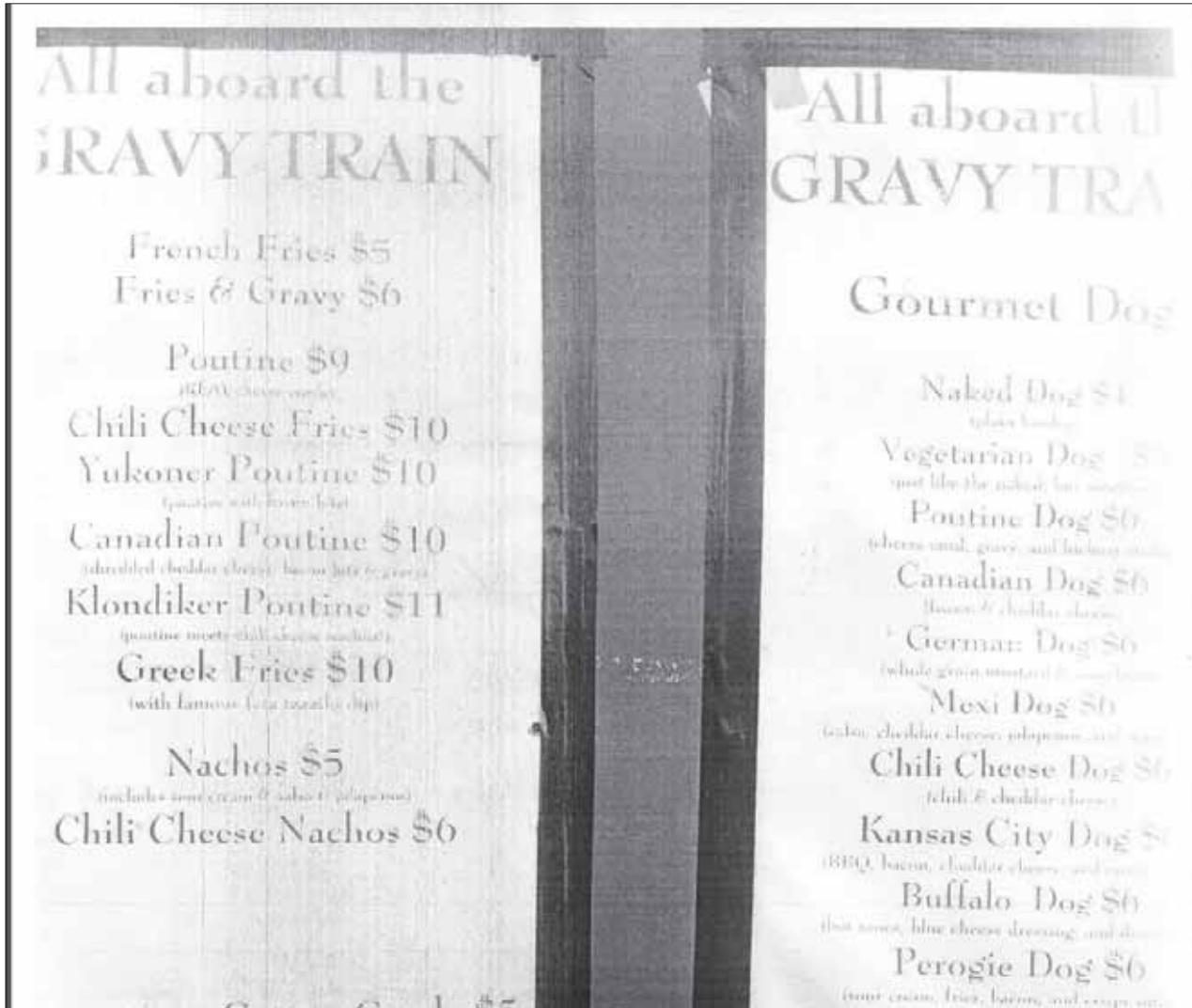
The Lessee acknowledges that the Lessee is responsible for and is taking all risk with respect to any reduction of Gross Sales due to theft, fire, accident, vandalism, temporary loss of power, weather, temporary or permanent site closures, changes to site or facility construction plans, other acts beyond the City's control, actions within the City's control that are taken in the best interests of the public and/or any other taken in the reasonable exercise of the City's discretion. Unless otherwise expressly agreed by the City, no reduction in Gross Sales attributable to such factors shall constitute a basis for reducing or renegotiating any rental fee or annual sales guarantees to the Lessee.

## **A.8 Change of Name.**

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The Lessee is responsible for the performance of any subsequent contract. In the event the Lessee changes its name, the Procurement Department must be notified in writing immediately. No change in the obligation of the Lessee will be recognized until such change is approved by the Purchasing Department.

**APPENDIX B**  
**SAMPLE MENU**



## **APPENDIX C** **EXISTING EQUIPMENT**

### **FACILITY INFORMATION:**

The City of Whitehorse currently has a full service 350 square foot kitchen (28 x 12.5 feet) available which includes the following items: (All in good working condition and clean)

Item	Quantity	Description
1	1	Garland Deep Fryer - Model E22-28F
2	1	Garland Grill - Model E22-36C
3	1	TSM Equipment Stand (holding stand/table for grill/deep fryer)
4	1	TSM Ventilator (range hood and exhaust fan)
5	1	Sentinel Fire Protection
6	2	Freezers
7	1	Refrigerator (Inglis)- White
8	1	Sandwich Prep Table/Refrigerator Stainless
9	1	Dishwasher



**EXISTING EQUIPMENT (Page 2)**



**EXISTING EQUIPMENT (Page 3)**



**EXISTING EQUIPMENT (Page 4)**



**CITY OF WHITEHORSE**  
**BYLAW 2018-55**

A bylaw to amend Zoning Bylaw 2012-20

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WHEREAS section 289 of the *Municipal Act* provides that a zoning bylaw may prohibit, regulate and control the use and development of land and buildings in a municipality; and

WHEREAS section 294 of the *Municipal Act* provides for amendment of the Zoning Bylaw; and

WHEREAS it is deemed desirable that the City of Whitehorse Zoning Bylaw be amended to allow for a lot expansion at 1 Roderick Place in Hidden Valley;

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

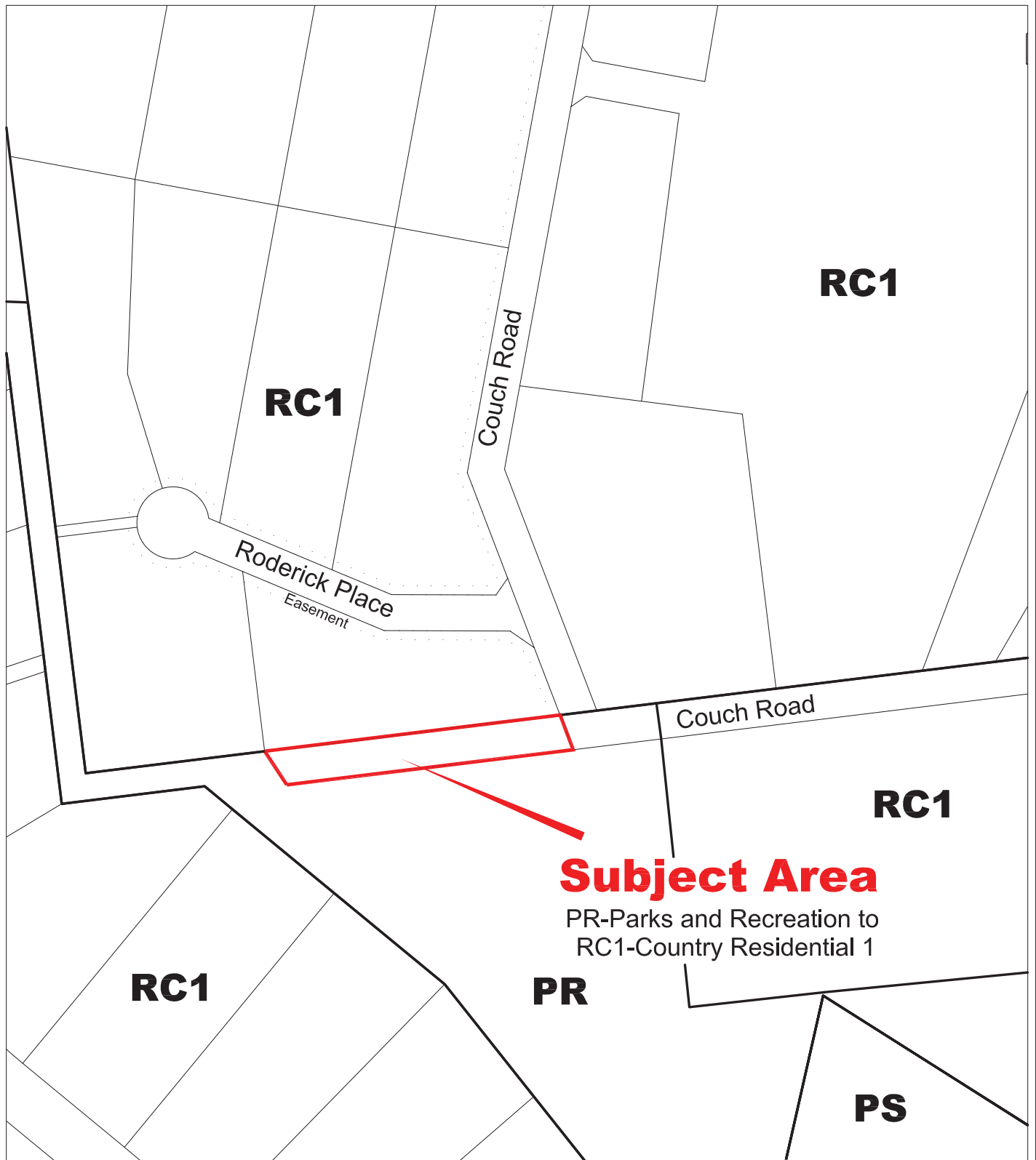
1. The zoning maps attached to and forming part of Zoning Bylaw 2012-20 are hereby amended by changing the zoning of a 0.3 hectare parcel of vacant Commissioner's land, located immediately south of 1 Roderick Place in Hidden Valley, from PR--Parks and Recreation to RC1--Country Residential 1, as indicated on the sketch attached hereto as Appendix "A" and forming part of this bylaw.
  
2. This bylaw shall come into force and effect upon the final passing thereof.

**FIRST READING:**  
**PUBLIC NOTICE:**  
**PUBLIC HEARING:**  
**SECOND READING:**  
**THIRD READING and ADOPTION:**

\_\_\_\_\_  
Mayor

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






**BYLAW - 2018-55**

A bylaw to amend the zoning of a 0.3 ha of vacant Commissioner's land from PR to RC1 to allow for a lot expansion.

**LEGEND**

 SUBJECT AREA

**CITY OF WHITEHORSE**  
**BYLAW 2018-57**

A bylaw to amend Zoning Bylaw 2012-20

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WHEREAS section 289 of the *Municipal Act* provides that a zoning bylaw may prohibit, regulate and control the use and development of land and buildings in a municipality; and

WHEREAS section 294 of the *Municipal Act* provides for amendment of the Zoning Bylaw; and

WHEREAS it is deemed desirable to amend the City of Whitehorse Zoning Bylaw to allow a child care centre as a principal use in the Days Inn on Second Avenue;

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

1. Section 10.13.7 of Zoning Bylaw 2012-20 is hereby amended by adding a new subsection 10.13.7 b) as follows:  
    "10.13.7 b) Lot A-7-1, Plan 36002 LTO, located at 2288 Second Avenue in the downtown area, is designated CSx, with the special modification being that child care centres are permitted as a principal use."
2. The zoning maps attached to and forming part of Zoning Bylaw 2012-20 are hereby amended by changing the zoning of Lot A-7-1, Plan 36002 LTO, located at 2288 Second Avenue, from CS–Service Commercial to CSx(b)–Service Commercial modified, as indicated on the sketch attached hereto as Appendix "A" and forming part of this bylaw.
3. This bylaw shall come into force and effect upon the final passing thereof.

**FIRST READING:**

**PUBLIC NOTICE:**

**PUBLIC HEARING:**

**SECOND READING:**

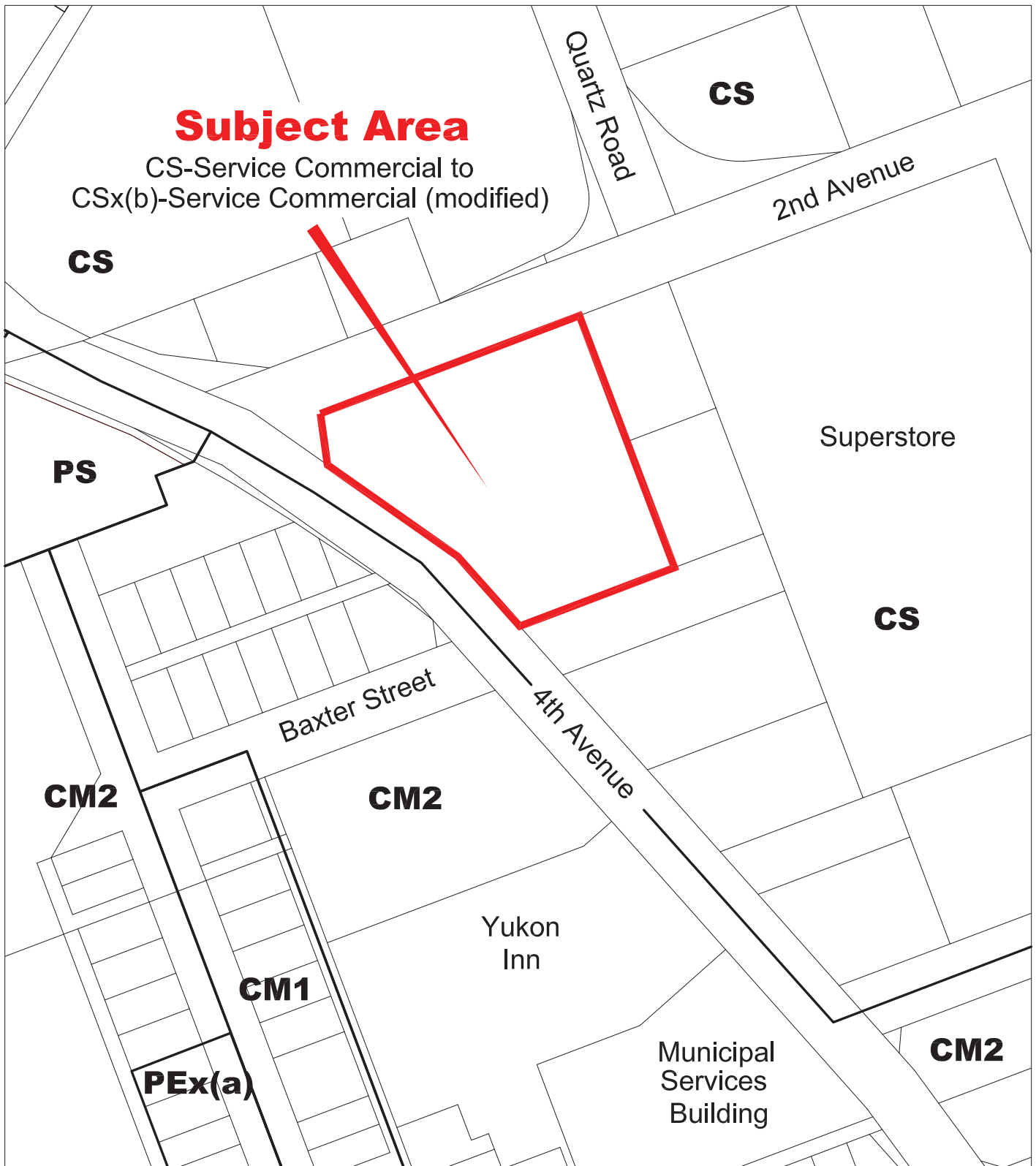
**THIRD READING and ADOPTION:**

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Mayor

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City Clerk



**Bylaw 2018-57**

A bylaw to amend the zoning of 2288 2nd Avenue (Days Inn) from CS to CSx(b) to allow for a child care centre.

**LEGEND**

 SUBJECT AREA