

CITY OF WHITEHORSE – STANDING COMMITTEES

Monday, May 5, 2014 – 5:30 p.m.

Council Chambers, City Hall

CALL TO ORDER

ADOPTION OF AGENDA

PROCLAMATIONS

Presentation of the Key to the City to Emily and Graham Nishikawa
Hunger Awareness Week
MS Awareness Month
Speech and Hearing Month

DELEGATES Randy Lamb – Downtown Urban Gardeners Society

CITY PLANNING COMMITTEE

1. Land Sale and Transfer – Skookum Asphalt Quarry Lease Area
2. Lease Agreement – Guild Hall Society
3. Amend Lease Agreement – Tennis Yukon
4. Monthly Activity Report
5. New Business

CITY OPERATIONS COMMITTEE

1. Contract Award – Vactor Truck Purchase
2. Monthly Activity Reports
3. New Business

COMMUNITY SERVICES COMMITTEE

1. 2014 Spring Recreation Grants
2. Monthly Activity Reports
3. New Business

PUBLIC HEALTH AND SAFETY COMMITTEE

1. Monthly Activity Reports
2. New Business

DEVELOPMENT SERVICES COMMITTEE

1. Monthly Activity Report
2. New Business

CORPORATE SERVICES COMMITTEE

1. Amend Fees & Charges
2. Monthly Activity Reports
3. New Business



PROCLAMATION

HUNGER AWARENESS WEEK

May 5th to 9th, 2014

WHEREAS addressing the food security needs of people of all ages is fundamental to the future of Whitehorse; and

WHEREAS there is a need for comprehensive and coordinated emergency food programs in our community; and

WHEREAS it is our responsibility as citizens of Whitehorse to learn about hunger and to do our part in reducing that hunger; and

WHEREAS it is appropriate that a week be set apart each year to direct our thoughts towards the health and well-being of Canadians who are going hungry; and

WHEREAS *Hunger Awareness Week* provides an opportunity for all citizens, agencies and organizations interested in meeting the needs of hungry people to unite in the observance of exercises that will acquaint the people of Yukon with the fundamental necessity to reduce hunger among all Canadians;

NOW THEREFORE I, Mayor Dan Curtis, do hereby proclaim the week of May 5th to 9th, 2014 to be ***Hunger Awareness Week*** in the City of Whitehorse.

Dan Curtis
Mayor



PROCLAMATION

MULTIPLE SCLEROSIS AWARENESS MONTH

May 2014

WHEREAS multiple sclerosis is a chronic and often disabling neurological disease that affects many thousands of Canadians; and

WHEREAS the symptoms of multiple sclerosis vary widely, and may lead to problems with numbness, coordination, vision, and speech, as well as extreme fatigue and even paralysis; and

WHEREAS there is no known cause of, or cure for, multiple sclerosis; and

WHEREAS the Multiple Sclerosis Society of Canada is a national voluntary organization that supports MS research, social action, and a wide range of programs and services for people with MS; and

WHEREAS only the dedication and commitment of supporters and volunteers make this possible;

NOW THEREFORE I, Mayor Dan Curtis, do hereby proclaim the month of May 2014 to be *"MS Awareness Month for the Multiple Sclerosis Society of Canada"* in the City of Whitehorse.

Dan Curtis
Mayor



PROCLAMATION
SPEECH AND HEARING MONTH
May 2014

WHEREAS millions of Canadians of all ages are living with the daily challenge of communication, swallowing and hearing disorders that significantly affect the work, school and social aspects of their lives; and

WHEREAS individuals with such problems, especially children and seniors, can be greatly assisted through early detection and intervention; and

WHEREAS speech-language pathologists and audiologists are highly trained professionals who can assess and treat communication disorders; and

WHEREAS greater awareness of where to find help is paramount to ensuring these individuals are able to lead richer, more productive and enjoyable lives; and

WHEREAS promoting the seriousness of the issues and celebrating the successes of the professions of speech-language pathology and audiology will contribute to increased public awareness;

NOW THEREFORE I, Mayor Dan Curtis, do hereby proclaim the month of May 2014 to be Speech and Hearing Month in the City of Whitehorse

Dan Curtis
Mayor

CITY OF WHITEHORSE
CITY PLANNING COMMITTEE AGENDA

Date: Monday, May 5, 2014
Location: Council Chambers, City Hall



Chair: Mike Gladish Vice Chair: Jocelyn Curteanu

	Pages
1. Land Sale and Transfer - Skookum Asphalt Quarry Lease Area	1 - 12
2. Lease Agreement - Guild Hall Society	13 - 37
3. Amend Lease Agreement - Tennis Yukon	38 - 48
4. Monthly Activity Report - For Information Only	49 - 49
4.1. Planning Services	
5. New Business	

Chairperson shall ask if there is anyone present who wishes to speak to the Committee

File #: 2014-20 – Skookum

ADMINISTRATIVE REPORT

TO:	Planning Committee
FROM:	Administration
DATE:	May 5, 2014
RE:	Land Sale and Transfer – Skookum Asphalt Quarry Lease Area

ISSUE

Council consideration of a bylaw to authorize the sale of approximately 16.91 hectares of Lot 1153, Quad 105D/11, Plan 2001-0098 LTO to Skookum Asphalt Ltd.

REFERENCE

- Zoning Bylaw 2012-20
- Signed Land Sale Agreement
- Bylaw 2014-11 (Zoning Amendment)
- Location Sketch
- Bylaw 2014-20 (Land Disposition)
- Land Disposition Policy

HISTORY

In 1996, the City accepted administration of three quarry leases in the Ear Lake area from the Yukon Government as part of an agreement commonly referred to as the “Nine Roads Transfer Agreement”. Part of this agreement involved transfer of the quarry lease land to the City of Whitehorse as Lot 1153, Quad 105 D/11, Plan 2001-0098 LTO, located in the Ear Lake area.

Since 1997, Skookum Asphalt Ltd. has been leasing a portion of Lot 1153 from the City for a quarry operation, which is municipally addressed as 1 Ear Lake Road. In 2008, the City of Whitehorse and Skookum Asphalt Ltd. entered into a new lease agreement, which is set to expire on December 31, 2016. Current uses that exist in the lease area include Skookum’s main office building, their asphalt plant, and quarrying.

In 2011, Skookum approached the City of Whitehorse about the possibility of purchasing their lease area outright. The area was identified as a high priority land sales project at a CASM in January, 2013 and administration was directed to begin pursuing a potential land disposition to Skookum.

The application for land disposition was reviewed by the Development Review Committee (DRC) on December 3, 2013.

On March 10, 2014, Council adopted Bylaw 2014-11 to re-zone areas of the adjacent buffer to fix a minor mapping misalignment with the existing quarry lease boundary and to make sure there was an adequate tree buffer area adjacent to the highway and Robert Service Way.

ALTERNATIVES

Option 1: Bring forward Bylaw 2014-20, to authorize the sale and transfer a portion of Lot 1153, on Ear Lake Road, for due consideration under the bylaw process.

Option 2: Do not proceed with the bylaw process and retain ownership of a portion of Lot 1153, on Ear Lake Road.

ANALYSIS

In conjunction with the boundaries determined through the Zoning Amendment Bylaw 2014-11, the proposed disposition area comprises 16.91 ha or 41.78 acres.

Official Community Plan (OCP)

The proposed disposition area is designated Mixed-Use – Industrial/Commercial in the OCP. The purpose of this designation is to “provide appropriate areas for light industrial activity. This includes, but is not limited to, storage, light manufacturing, warehousing, and service industrial uses and generally will focus on industrial uses that can be largely accommodated within an enclosed building.” Specific OCP policies speak to development within this area, and direct that:

- Development in Mixed-Use – Industrial/Commercial designations along the Alaska Highway shall generally consist of uses that are contained within buildings, are non-offensive in character, and/or of a commercial nature (6.4.2);
- A natural vegetated buffer shall be maintained along both sides of the Alaska Highway, except in nodal areas of development, where site planning policies shall apply (6.4.3 b);
- The intersections of Robert Service Way and Two Mile Hill within the Alaska Highway are recognized as gateways to the downtown, and as such shall continue to be developed and landscaped to reflect the pride and beauty of the City of Whitehorse (12.3.4);
- Where possible, buildings should be located at the front of the lot, with parking and storage located at the rear of the lot. Parking and storage shall also be screened from the Alaska Highway by fencing, landscaping or other means. Increased landscaping standards may be developed to improve the gateway appearance along the Alaska Highway (12.3.6).

The OCP provides the long-term vision for this area as one that is transitioning away from the existing quarrying activities to a light commercial/industrial area that promotes building development. The current quarrying activities are a good interim use for the land, which is supported in the Zoning Bylaw. Due to the area’s proximity to the major gateway at the Alaska Highway and Robert Service Way intersection, building development is seen as a more compatible use.

Zoning

The proposed disposition area is zoned IQ – Quarries which allows for Skookum’s current quarrying activities to continue to exist through Zoning Amendment Bylaw 2014-11, the area along the highway was rezoned from PG – Greenbelt to accurately reflect the existing quarry area while still keeping an adequate buffer area of 30 meters (100

feet). As well there was also an increase in the PG zoning area to preserve 30 meters of the existing vegetation along Robert Service Way to screen the quarries existing in the Ear Lake area.

Land Disposition Policy and Sales Consideration

In accordance with the Land Disposition Policy, administration is recommending that the land be sold at the market value as determined by independent private appraisal. The City has provided an appraisal by Shaske & Zeiner Appraisal in July of 2012 that established a value of \$30,000.00 per acre. The proposed disposition area comprises approximately 41.78 acres, therefore the prorated cost of the land is valued at \$1,253,400.00. The applicant will be required to cover their own legal costs with regards to the land transfer and the City will cover the costs associated with the surveying and subdivision of the property.

The closing date was intentionally set for December 1, 2014 to allow for the 2014 season to conclude and the seasonal quarry payments to be made before December 1 without the requirement for further adjustments to be made. There is also the provision for the City and Skookum to agree to an alternate earlier closing date.

The Sales Agreement provides that Skookum will make all regular quarry lease payments for the 2014 season (i.e. gravel products sale fee, taxes, utilities, etc.). The lease rent is paid in advance on or before December 1 each year therefore, if the purchase is completed as scheduled, there would be no payment in December, 2014 towards 2015 rent.

The City will be executing an easement agreement with Yukon Electric for the power line that runs along the south boundary of the land as shown on the sketch attached to the sale agreement. This will be registered against the land parcel at Land Titles prior to the sale to Skookum.

The applicant has agreed to these conditions and has signed a Land Sale Agreement which identifies the terms, cost and timeline of this transaction.

Next Steps

Should Council approve this land disposition, administration will proceed with the administrative survey and subdivision approval and survey of land in accordance with the terms of the Land Sale Agreement between the applicant and City.

Should Council not approve this land disposition, Skookum will remain under the current lease agreement until further tenure consideration in 2016.

ADMINISTRATIVE RECOMMENDATION

THAT Council direct that Bylaw 2014-20, a bylaw to authorize the sale and transfer of a portion of Lot 1153, Quad 105D/11, located at 1 Ear Lake Road, to Skookum Asphalt LTD., be brought forward for due consideration under the bylaw process.



SCALE: NTS	DWN. BY: MLB
DATE: May 5, 2014	R.No: 0
FILE No: BYLAW 2014-20 SKOOKUM	
R:\\\\Land Disposition\\2014\\Skookum Asphalt\\	

CITY OF WHITEHORSE - PLANNING SERVICES

LOCATION SKETCH - IMAGE UNDERLAY

Bylaw 2014-20: Proposed Land Disposition - Skookum Asphalt Quarry Site
Part of Lot 1153, Quad 105 D/11 Plan #2001-0098 - #1 Ear Lake Road

4

CITY OF WHITEHORSE

BYLAW 2014-20

A bylaw to authorize the sale of land in the Ear Lake quarry area.

WHEREAS section 265 of the *Municipal Act* (R.S.Y. 2002) provides that Council may by bylaw authorize the sale of real property; and

WHEREAS it is deemed desirable that a parcel of land, within the Ear Lake quarry area in the vicinity of the intersection of Robert Service Way and the Alaska Highway, to be sold to Skookum Asphalt LTD.;

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 transfer title to land described as a portion of Lot 1153, Quad 105D/11, Plan 2001-0098 LTO, comprising 16.91 hectares, more or less, as shown on the sketch attached hereto as Appendix "A" and forming part of this bylaw. The said lands will be sold to Skookum Asphalt LTD. for the sum of one million two hundred fifty three thousand, four hundred dollars (\$1,253,400.00).
2. The Mayor and Clerk are hereby authorized to execute on behalf of the City of Whitehorse the "Land Sale Agreement" attached hereto as Appendix "B" and forming part of this bylaw, and all documentation required for the completion of the transfer of ownership of the said lands in an expeditious manner.
3. This bylaw shall come into full force and effect on the final passing thereof.

FIRST AND SECOND READING:

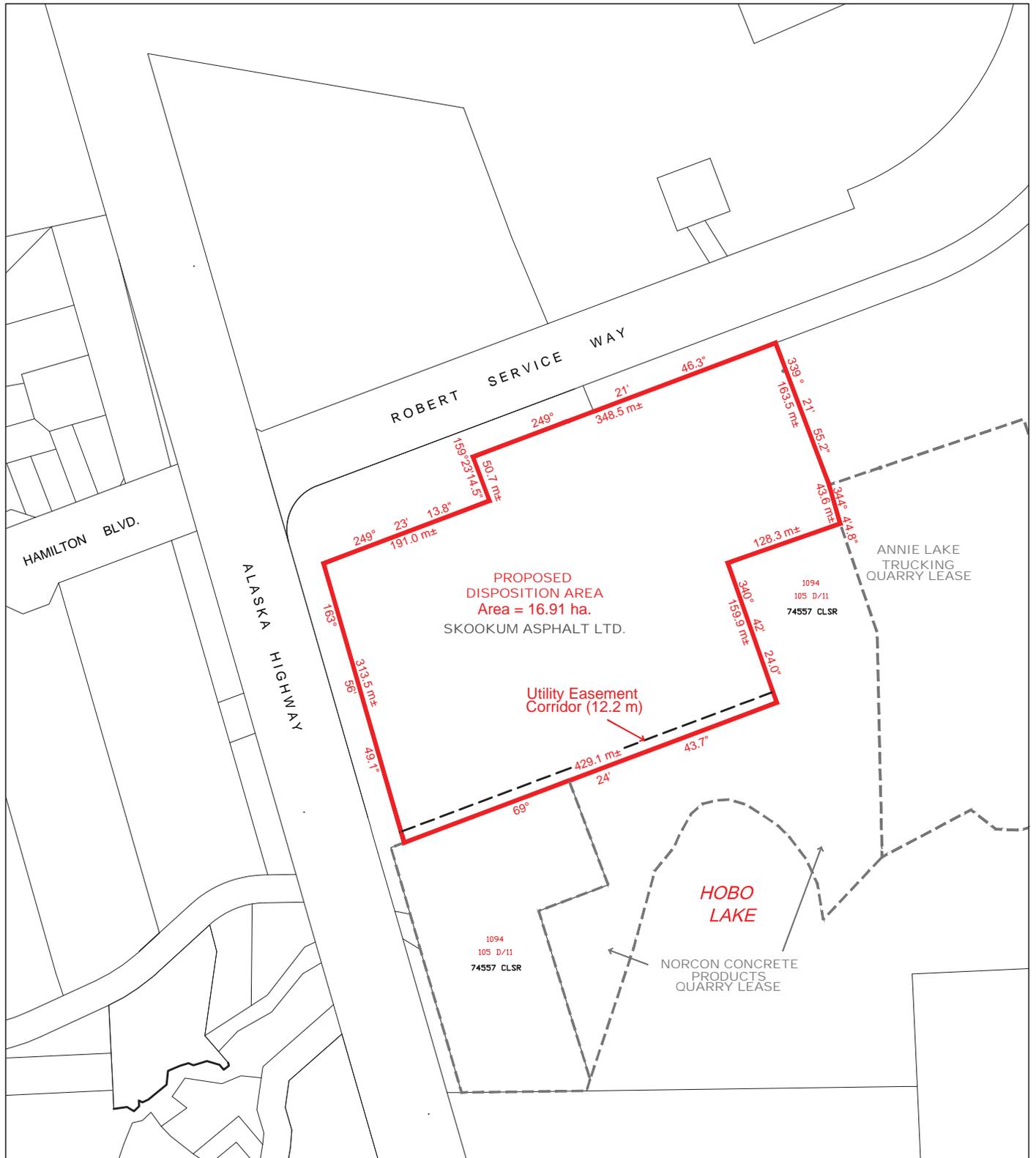
THIRD READING AND ADOPTION:

Mayor

City Clerk



CITY OF WHITEHORSE
 BYLAW 2014-20
 APPENDIX 'A'



Bylaw 2014-20
 Land Disposition Bylaw to authorize the transfer of a 16.91 hectare portion of Lot 1153, Quad 105D/11, Plan 2001-0098 LTO.

LEGEND

 SUBJECT AREA

LAND SALE AGREEMENT

AGREEMENT dated this _____ day of _____, 2014.

BETWEEN:

THE CITY OF WHITEHORSE

(the “Vendor”)

- and -

SKOOKUM ASPHALT LTD.

(the “Purchaser”)

WHEREAS:

A. The Vendor is the owner of property legally described as:

Lot 1153, Quad 105 D/11, Porter Creek, Whitehorse, Yukon Territory, Plan 2001-0098 LTO .

(the “Property”)

B. The Vendor has agreed to sell and the Purchaser has agreed to purchase a 16.91 ha portion more or less of the Property, as approximately shown outlined in red on Appendix ‘A’ attached hereto

(the "Portion of the Property").

IN CONSIDERATION OF the premises, and the covenants, and agreements hereinafter set forth, the parties hereto agree as follows:

1. **SALE AND PURCHASE**

1.1 The Vendor hereby agrees to sell and the Purchaser hereby agrees to purchase the Portion of the Property on an “as is, where is” basis for the price and on the terms and conditions herein contained.

2. **PURCHASE PRICE**

2.1 The purchase price for the Portion of the Property shall be for the sum of **One Million, Two Hundred Fifty Three Thousand, Four Hundred Dollars (\$1,253,400.00) plus Goods and Services Tax**, payable on the following terms, namely cash on closing (the “Balance Due on Closing”). The Balance Due on Closing shall be paid on the Closing Date in the form of a certified cheque, bank draft or solicitor's trust cheque.

3. COMPLETION AND TERMINATION

3.1 The sale shall be completed by December 1, 2014 or such other date as may be agreed to in writing by the Vendor and the Purchaser (the "Closing Date"). In the event that the transaction is not closed on or before December 1, 2014, this Agreement shall terminate and be null and void.

4. POSSESSION

4.1 The Purchaser is to have vacant possession of the Property at 2:00 p.m. on the Closing Date except for any improvements or personal property belonging to the Purchaser that may be located within the Portion of the Property.

5. ADJUSTMENTS

5.1 There shall be no adjustments with respect to rents, taxes, insurance and all other items normally adjusted between a vendor and a purchaser on the sale of land in the Yukon Territory. The Purchaser shall be responsible for taxes and insurance from and after the Closing Date.

6. COSTS

6.1 Each party shall pay their own legal fees. The Purchaser shall pay all fees in connection with the registration of the Transfer of Land and any mortgages. The Vendor shall pay all survey costs required to register the plan of subdivision for the Portion of the Property at the Yukon Land Titles Office.

6.2 Until the Closing Date, the Purchaser shall be responsible for the payment of all costs and financial obligations required pursuant to the Quarry Lease between the Vendor and the Purchaser dated November 4, 2008 (the "Quarry Lease").

6.3 It is agreed that the rehabilitation fund currently being held by the Vendor pursuant to the Quarry Lease will be returned to the Purchaser upon completion of this transaction on the Closing Date.

7. CONDITIONS PRECEDENT:

7.1 The Vendor's obligation to complete the sale of the Portion of the Property is subject to the following conditions precedent:

- (a) City Council agreeing to proceed with the sale of the Portion of the Property by a land disposition bylaw;
- (b) subdivision approval being issued by the City of Whitehorse with respect to the Portion of the Property;
- (c) the survey of the Portion of the Property being completed by the Vendor pursuant to the Subdivision Approval referred to in Section 7.1 (b) hereof and the plan of subdivision being registered at the Land Titles Office; and

- (d) the Purchaser shall take title to the Portion of the Property and the transfer from the Vendor to the Purchaser shall be submitted for registration at the Land Titles Office prior to the Closing Date.

7.2 The Purchaser acknowledges and agrees that the Vendor is under no obligation to fulfil the conditions precedent set out in paragraph 7.1 (a), and (b) hereof and City Council may exercise their discretion and refuse to pass the land disposition bylaw and the City subdivision approving authority may refuse to issue subdivision approval.

8. NO ENCUMBRANCES

8.1 The Portion of the Property shall be transferred by the Vendor free and clear of all encumbrances except restrictive covenants, reservations and exceptions in the original grant from the Crown and easements in favour of utilities and public authorities.

8.2 The Purchaser acknowledges that the Portion of the Property will be subject to an Easement Agreement to be registered in favour of The Yukon Electrical Company Limited prior to the Closing Date for an approximate 12.2 metre wide utility easement corridor as shown on Appendix 'A'.

9. RISK

9.1 The Portion of the Property will be and remain at the risk of the Vendor until 12:01 a.m. on the Closing Date subject to the terms, conditions and obligations of the Purchaser pursuant to the Quarry Lease between the Vendor and the Purchaser dated November 4, 2008. After that time, the Property will be solely at the risk of the Purchaser.

9.2 Notwithstanding Section 9.1, any improvements or personal property belonging to the Purchaser that may be located within the Portion of the Property shall be and remain at the risk of the Purchaser.

10. GOVERNING LAW

10.1 This Agreement shall be governed by and construed in accordance with the laws of the Yukon Territory in which the Property is located.

11. CLOSING

11.1 Closing of the purchase and sale shall proceed to completion on the basis of reasonable undertakings settled between the solicitors for the Vendor and the Purchaser. Failing such agreement, tender of documents or money in the form of a certified cheque, bank draft or solicitor's trust cheque may be made at the Land Titles Office for the Yukon Land Registration District on the Closing Date at the hour of 10 o'clock in the forenoon.

12. TIME OF THE ESSENCE

12.1 Time shall be of the essence hereof, and unless the balance of the cash payment is paid and such formal agreement to pay the balance as may be necessary is entered into on or before the Closing Date the Vendor may at the Vendor's option cancel this agreement, and in such event the amount paid by the Purchaser shall be absolutely forfeited to the Vendor on account of damages, without prejudice to the Vendor's other remedies.

13. REPRESENTATIONS

13.1 There are no representations, warranties, guarantees, promises or agreements other than those set out above, all of which will survive the completion of the sale.

14. RESIDENT OF CANADA

14.1 The Vendor warrants and represents that it is a resident of Canada for the purposes of the *Income Tax Act* (Canada)

15. COUNTERPART AND FAX

15.1 This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which shall together constitute one and the same document. Delivery of a faxed or electronic copy of the Agreement shall be deemed to constitute sufficient delivery thereof.

16. ASSIGNMENT

16.1 This Agreement is not assignable by the Purchaser.

17. NUMBER AND GENDER

17.1 Wherever the singular or the masculine is used in this Agreement, the same shall be construed as meaning the plural or the feminine or the body corporate or politic where the context or the parties so require.

18. FURTHER ASSURANCES.

18.1 The parties hereto shall execute such further documents and do such other things as may be necessary or desirable to give effect to the intent of this Agreement.

19. ENTIRE AGREEMENT.

19.1 The provisions herein constitute the entire agreement between the parties and there are no representations or warranties, express or implied, statutory or otherwise and no agreements collateral hereto other than as expressly set forth or referred to herein.

20. AMENDMENTS.

20.1 No modification, variation or amendment of any provision of this Agreement shall be made except by a written agreement and no waiver of any provision hereof shall be effective unless in writing.

IN WITNESS WHEREOF the Parties hereto have duly executed this Agreement as of the day and year first written above.

THE CITY OF WHITEHORSE

Per:

Mayor

(SEAL)

Assistant City Clerk

SKOOKUM ASPHALT LTD.

Per:

Authorized Signatory

(SEAL)

(Name of Authorized Signatory)

Authorized Signatory

Witness (if no corporate seal)

(Name of Authorized Signatory)

(Name of Witness)

File #: The Guild Hall Society

ADMINISTRATIVE REPORT

TO:	Planning Committee
FROM:	Administration
DATE:	May 5, 2014
RE:	Lease Agreement – Guild Hall Society

ISSUE

A bylaw to enter into a new lease agreement with the Guild Hall Society.

REFERENCE

- *Municipal Act* (2002)
- 2010 Official Community Plan
- Zoning Bylaw 2012-20
- Bylaw 2014-16 (Lease Agreement)
- Lease, Encroachment and Property Use Policy
- Location Sketch

HISTORY

The City of Whitehorse has been in a lease arrangement with the Guild Hall Society for the land on which the Society's buildings are located since March of 1991. The most recent lease agreement was for a term of 10 years, which ended on the last day of February 2014. After this date, the City and the Guild Hall Society have been in a month-to-month over-holding status in anticipation of a renewed lease arrangement.

A new draft lease agreement has now been finalized through consultation between City administration and representatives of the Guild Hall Society.

The Guild Hall Society has been responsible for the payment of property taxes and utilities on their 0.544 hectares surveyed lot. Historically Council has granted the property taxes back in full through community service grants. For 2013 City Council authorized a grant in the amount of \$12,349.86 through the community service grant process.

Administration is now bringing forward a new lease agreement for approval by Council.

ALTERNATIVES

Option 1: Bring forward a bylaw to authorize a lease with the Guild Hall Society.

Option 2: Do not bring forward the bylaw.

ANALYSIS

Municipal Act

Section 265(e) of the *Municipal Act* states the following:

“A council may pass bylaws for municipal purposes respecting...the municipality's 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”.

OCP and Zoning

The Official Community Plan (OCP) designates the proposed lease area as Residential – Urban which supports a variety of uses such as neighbourhood service commercial uses, religious facilities, and community halls, subject to proper zoning. Furthermore, section 22.2.1 of the OCP provides as follows:

“The City recognizes the outstanding efforts of the various cultural service organizations in Whitehorse in helping to enrich the lives of residents and visitors alike by creating a more complete and healthy community in which to live and visit. The City shall continue to provide grants to cultural organizations within annual budget provisions.”

The proposed lease area is zoned “PS – Public Service”, with spectator entertainment establishments included as a principal use.

Lease Considerations

The proposed lease term is for 10 years commencing on 1st day of March, 2014 and ending on 29th day of February, 2024. The lease has been drafted for a \$10 annual rental amount for the term of the lease, which is the current standard lease rate being applied to non-profit societies entering into a net-net lease with the City. As such, the Guild Hall Society will be expected to bear all other costs associated with the operation and maintenance of the leased area.

If the use of the lease area as a spectator entertainment establishment is discontinued for a period of 12 months, the lease agreement will terminate. The Guild Hall Society owns all of the buildings and structures within the proposed lease area. At the end of the lease, the Guild Hall Society may remove the buildings at their own expense but must return the lease area to a satisfactory condition. If they are not removed within six months, these buildings will become property of the City.

The Guild Hall Society membership typically fluctuates between 300-1500 members and volunteers depending on the year and number and size of annual productions. The primary mandate of the Guild Hall Society is to produce three to four plays a season between September and May, with a focus on producing high-quality community theatre involving local amateur producers, actors, musicians and crew.

As is now the case with all new City leases, this lease agreement requires that the Guild Hall Society will be required to obtain a minimum \$2,000,000 liability insurance policy pursuant the City’s Lease, Encroachment and Property Use Policy.

ADMINISTRATIVE RECOMMENDATION

THAT Council direct that Bylaw 2014-16, a bylaw to enter into a lease agreement with the Guild Hall Society, be brought forward for due consideration under the bylaw process.



SCALE: NTS	DWN. BY: MLB
DATE: May 5, 2014	R.No: 0
FILE No: 2014-16-Guild Hall	
\\Leases\Guild Hall Lease Agreement 2014.dwg	

CITY OF WHITEHORSE - PLANNING SERVICES

 LOCATION SKETCH (IMAGE) - SCHEDULE "A"
 GUILD HALL SOCIETY - LEASE AREA
 0.544 ha Lot 1693, Porter Creek, (Plan 2011-0141 LTO), Whitehorse



CITY OF WHITEHORSE

BYLAW 2014-16

A bylaw to authorize a lease agreement.

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 **The Guild Hall Society** for the lease of a parcel of land for a ten year period from March 1, 2014 to and including February 29, 2024;

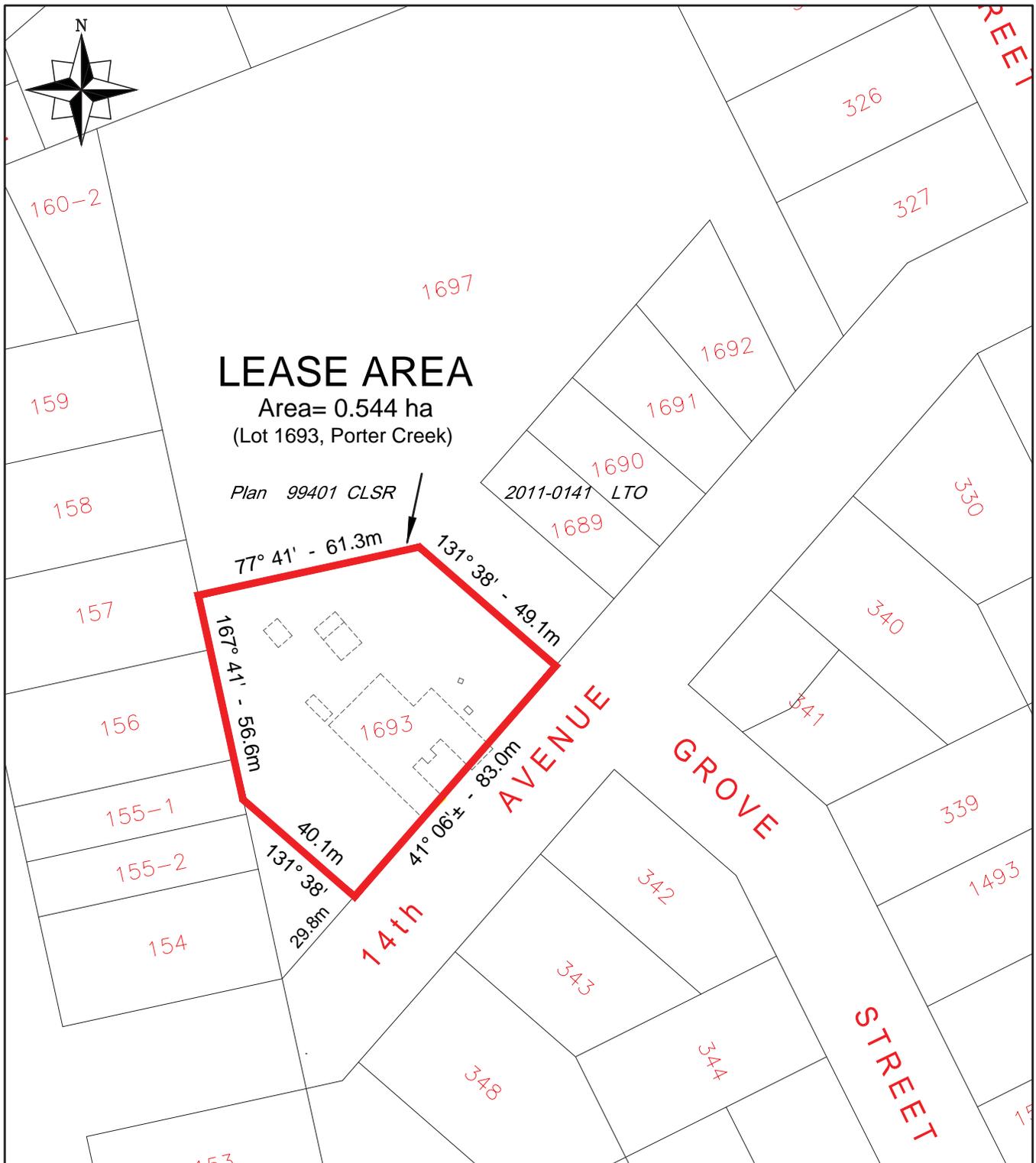
NOW THEREFORE the Council of the municipality of the City of Whitehorse, in open meeting assembled, hereby ENACTS AS FOLLOWS:

1. The City of Whitehorse is hereby authorized to enter into a ten (10) year lease agreement with The Guild Hall Society with respect to Lot 1693, Porter Creek, City of Whitehorse, Yukon Territory, Plan 2011-0141 LTO, in the City of Whitehorse, comprising approximately 0.544 hectares in area, as shown on the sketch attached hereto as Appendix "A" and forming part of this bylaw.
2. The Mayor and Clerk are hereby authorized to execute on behalf of the City of Whitehorse the Lease Agreement attached hereto as Appendix "B" and forming part of this bylaw.
3. This bylaw shall come into full force and effect upon the final passing thereof.

FIRST and SECOND READING:
THIRD READING and ADOPTION:

Mayor

City Clerk



LEASE AREA

Area= 0.544 ha
 (Lot 1693, Porter Creek)

Plan 99401 CLSR

2011-0141 LTO

Bylaw 2014-16
 A bylaw to enter into an agreement with Guild Hall Society for the lease of a 0.544 hectare parcel of land for a ten year period from March 1, 2014 to and including February 29, 2024

LEGEND
 SUBJECT AREA

THIS LEASE AGREEMENT, made the _____ day of _____, 2014 in quadruplicate, to be effective as of and from the 1st day of March, 2014.

BETWEEN:

The City of Whitehorse, a municipality duly incorporated pursuant to the provisions of the *Municipal Act (Yukon)*,

(the "Landlord").

AND:

The Guild Hall Society, a society duly incorporated pursuant to the provisions of the *Societies Act (Yukon)*,

(the "Tenant").

WHEREAS:

- A. The Landlord is the owner of the Lands as described in Paragraph 1.1 herein;
- B. The Tenant is the owner of the Premises, commonly known as The Guild Hall and accessory buildings, within which the Tenant operates a cultural arts centre, the location and dimensions of which are detailed in sketch 5284 prepared by Underhill Geomatics Ltd., and dated September 2, 2004, attached as Schedule "B" and which is municipally described as #27 Fourteenth Avenue East, Porter Creek Subdivision, Whitehorse, Yukon Territory (the "Premises"); and
- C. The Premises are situated on the Lands and them Tenant desires to lease the Lands for the purpose of a spectator entertainment establishment and in accordance with the terms and conditions contained in this Lease.

1. Demise

1.1 Lease

Witness that in consideration of the rents, covenants, conditions and agreements herein reserved and contained on the part of the Tenant to be paid, observed and performed, the Landlord, being registered as owner in fee simple, subject however to such mortgages and encumbrances as are indicated herein, does hereby demise and lease unto the Tenant, the parcel of land more particularly described as follows:

- (a) Lot 1693, Porter Creek, City of Whitehorse, Yukon Territory, Plan 2011-0141 LTO; (collectively the "Lands")
now shown outlined in red in the sketch attached hereto as Schedule "A" comprising approximately 0.544 hectares in area.

1.2 Term

To have and to hold the Lands for and during the term of this Lease for a period of ten (10) years, commencing on the 1st day of March, 2014 to and including the 29th day of February, 2024.

1.3 Rent

Yielding and paying therefore during the term hereof unto the Landlord the sum of TEN (\$10.00) DOLLARS per year, of lawful money of Canada to be paid in advance on or before March 1 of each year during the term hereof.

1.4 Additional Rent

The Tenant shall pay to the Landlord as additional rent, the following:

- (a) Taxes - All real property taxes including local improvements rates levied or assessed by any competent authority upon or in respect of the Land.

If eligible, the Tenant may apply for any real property tax grants or rebates that may be made available pursuant to any City of Whitehorse bylaws or policies that may be in effect from time to time. The Tenant acknowledges that the right of the Tenant to receive any requested grant or rebate of real property taxes may be subject to City of Whitehorse Council approval and Council, in its sole and unfettered discretion, may elect not to provide a requested grant or rebate or may elect to only provide a partial grant or rebate of the real property taxes assessed against the Land in any given year.

In the event that City Council elects not to provide a requested grant or rebate of real property taxes or provides only a partial grant or rebate, the Tenant shall be responsible to pay all or such remaining real property taxes assessed against the Land in each year.

In addition, any capital improvements which are undertaken at the request of the Tenant and which are constructed by the Landlord on the condition that the capital improvements be paid for by way of local improvement taxes, shall be paid the Tenant;

- (b) *Insurance* - The cost of all insurance premiums paid for by the Landlord in the event that the Tenant does not pay the premiums of insurance as required by Paragraph 6 herein; and
- (c) *Utilities* - All rates and charges for utilities that are not billed separately to the Tenant and that are paid for by the Landlord.

(collectively referred to as "Additional Rent").

1.5 Payment of Additional Rent

The Tenant shall pay such amount of Additional Rent in twelve equal monthly instalments, in advance, in the same manner as rent. At the end of such period, the Landlord shall furnish to the Tenant a statement showing the actual amount of additional rent together with such evidence in support thereof as the Tenant may reasonably require. If an overpayment has been made by the Tenant, the Landlord shall credit such amount to the ensuing period, or if there is no ensuing period, such amount shall be repaid to the Tenant and if an amount remains owing to the Landlord, the Tenant shall pay the same forthwith to the Landlord.

1.6 Carefree Lease

The Tenant acknowledges that it is intended that this Lease be a net-net lease for the Landlord and that all and every cost, expense, charge or out lay of any nature whatsoever in any way related to the Lands and Premises or their occupancy by the Tenant shall be borne by the Tenant excepting as otherwise expressly provided herein.

1.7 Renewal of Lease

The Landlord may, in its sole and unfettered discretion, which may be unreasonably withheld, grant to the Tenant a renewal of the Lease.

2. Covenants of Tenant

2.1 Promises of Tenant

The Tenant covenants and agrees with the Landlord as follows:

- (a) *Rent* - The Tenant shall during the term of this lease or any renewal thereof pay to the Landlord the rent hereby reserved, and all other sums to be paid by the Tenant hereunder in the manner herein provided without any deduction whatsoever. The Tenant shall produce to the Landlord from time to time, at the request of the Landlord, satisfactory evidence of the due payment by the Tenant of all other payments required to be made by the Tenant under this lease;
- (b) *Repair* - The Tenant shall well and sufficiently repair, maintain, amend and keep the Lands, in good and substantial repair when, where and so often as need shall be, damage by fire and other risks against which the Landlord is insured (the "Tenant Repair Exceptions") only excepted unless such damage is caused by the negligence or wilful act of the Landlord, its employees, agents or invitees;
- (c) *Notice to Repair* - The Landlord and its agents may at all reasonable times enter the Lands to examine the condition thereof, and all want of repair that upon such examination may be found and for the amendment of which notice in writing is delivered to the Tenant address in Section 9.5 here of, the Tenant shall well and sufficiently repair and make good according to such notice within 30 days from the date on which such notice delivered to the Tenant, subject to the Tenant Repair Exceptions;

- (d) *Care of Lands and Premises* - The Tenant shall take good care of the Lands and Premises and keep the same in a safe, tidy and healthy condition and shall, at its own expense, bear such costs as are reasonably necessary during the term of this lease to keep the Lands and Premises in such condition;
- (e) *Utilities* - The Tenant shall pay when due all rates and charges for telephone and other utilities supplied to or used in the Lands and Premises as separately metered or separately invoiced by the supplier, including those utilities as supplied by the Landlord;
- (f) *Utility Services* - The tenant shall pay all costs associated with upgrades or improvements to the existing utility services to the Lands and Premises;
- (g) *Business Taxes* - The Tenant shall pay when due all business taxes payable by the Tenant in respect of the Tenant's occupancy of the Lands and Premises;
- (h) *Assignment and Subleasing* - The Tenant shall not assign, mortgage or encumber this Lease, or sublet, or suffer or permit the Lands and Premises or any part thereof to be used by others by license or otherwise, except as contemplated by Paragraph 2.1(i), without the prior written consent of the Landlord, which consent may be arbitrarily and unreasonably withheld. Notwithstanding the foregoing, the Landlord shall not unreasonably withhold its consent in the event that the Tenant proposes to assign or sublet this lease to another society or organization or in the event that a sublease or licence for a portion of the Lands to any person is required to further the development of the Lands as a spectator entertainment establishment. In the event that consent to the assignment or subleasing to another society or organization or the subleasing or licensing of a portion of the land to any person is withheld by the Landlord, the matter shall, at the option of the Tenant, and subject to the provisions of the *Arbitration Act*, be referred to a single arbitrator (if the parties can agree on one) otherwise to a board of three arbitrators, the first to be appointed by one party or side to such disagreement or dispute, the second to be appointed by the other party or side and the third to be appointed by the first two arbitrators so appointed, and the determination of such arbitrator or arbitrators shall be final and binding upon the parties hereto. If the Tenant assigns or sublets the Lands with the prior written consent of the Landlord, the Tenant shall not be relieved from any liability under this Lease and shall remain bound and responsible to fulfil the covenants and agreements herein contained, notwithstanding such assignment or consent to assignment by the Landlord;
- (i) *Use of Lands and Premises* - The Tenant shall not use the Lands and Premises nor allow the Lands and Premises to be used for any purpose other than as a "spectator entertainment establishment" and associated secondary uses as provided for by the current zoning of the Lands and Premises being "PS - Public Services", or such other uses as may be approved in writing by the Landlord, which

approval may be arbitrarily and unreasonably withheld. The Lands and Premises and chattels contained on the Lands and Premises and leased herewith shall not be used to provide or supply programs or services on or off of the Lands and Premises, in other locations, in competition with privately owned and operated business;

- (j) *Nuisance* - The Tenant shall not at any time use, exercise, or carry on or permit to be used, exercised or carried on, in or upon the Lands and Premises or any part thereof any noxious, noisome, or offensive act, trade, business, occupation or calling and no act, matter or thing whatsoever shall at any time be done in or upon the Lands and Premises or any part thereof which is an unreasonable annoyance, nuisance or disturbance to the occupiers or owners of the adjoining lands and properties;
- (k) *Insurance Risk* - The Tenant shall not do or permit to be done any act or thing which may render void or voidable or conflict with the requirements of any policy of insurance, on the Lands and Premises, including any regulations of fire insurance underwriters applicable to such policy. The Tenant shall ensure that all activities carried out or conducted on the Lands and Premises are done in accordance with the provisions of any policy of insurance that is in force, so that the Tenant and the Landlord have the benefit of such insurance. Any activity which cannot be insured for or which is specifically exempted from coverage under any policy of insurance that is in force shall not be permitted by the Tenant;
- (l) *By-Laws* - The Tenant shall comply with all statutes, regulations, and by-laws of any governmental authority relating in any way to the use or occupation of the Lands and Premises, including, without limiting the generality of the foregoing, all laws, regulations and bylaws affecting or relating to the sale or consumption of alcoholic beverages on the Lands and the Premises;
- (m) *Alterations* - The Tenant shall not make any alterations, installations, improvements or changes of any kind to the Lands and Premises without the prior written consent of the Landlord, and the Landlord may require that any or all work to be done or materials to be supplied hereunder, be done or supplied by contractors or workers approved by the Landlord;
- (n) *Removal of Goods, Chattels, or Fixtures* - The Tenant shall not remove from the Land and Premises any goods, chattels or fixtures moved into the Lands and Premises, except in the normal course of business, ("business" when used in this Lease meaning the carrying out of the society's objects), until all rent and other payments due or to become due during the term of this Lease are fully paid;
- (o) *No Permanent Structures* - The Tenant shall not construct, install or erect any permanent structures or buildings on the Lands without the express written consent of the Landlord, which consent may not be arbitrarily and unreasonably withheld.

- (p) *Ownership of Existing or Future Structures* – The Premises is the property of the Tenant. The Tenant may, at the expiry of the Lease and at its own expense, remove the Premises from the Lands and, if the Tenant exercises this right, the Tenant shall be responsible for returning the Lands to a condition satisfactory to the Landlord. In the event that the Premises are not removed from the Land within six (6) months from the date of the expiry of the Lease, the ownership of the Premises shall revert to the Landlord.
- (q) *Builders Liens* - The Tenant shall promptly pay all charges incurred by the Tenant for any work, materials or services that may be done, supplied or performed in respect of the Lands and Premises and shall not cause or permit any mechanic's lien to be registered against the Lands and if any such lien should be so registered the Tenant shall pay off and discharge the same forthwith and, if he shall fail or neglect to do so within 10 days after written notice thereof from the Landlord, the Landlord may but shall not be obliged to, pay and discharge such lien and may add to the next ensuing instalment of rent the amount so paid including all costs to the Landlord together with interest thereon from the date of payment. Provided that in the event of a bona fide dispute by the Tenant of the validity or correctness of any such claim of lien, the Tenant shall be entitled to defend against the same and any proceedings brought in respect thereof after having first paid into Court the amount claimed and such costs as the Court may direct or having provided such other security as the Landlord may in writing approve to ensure payment thereof. Provided further that upon determination of the validity of any such lien, the Tenant shall immediately pay any judgment in respect thereof against the Landlord, including all proper costs and charges incurred by the Landlord and the Tenant in connection with any such lien and shall cause a discharge thereof to be registered without cost or expense to the Landlord;
- (r) *Operation of a Spectator Entertainment Establishment* - The Tenant acknowledges that the development and operation of a spectator entertainment establishment is of the utmost importance to the Landlord and the citizens of the City of Whitehorse. The Tenant acknowledges that in the event a spectator entertainment establishment is not operational in any twelve month period, the Tenant shall be in default of this Lease, notwithstanding that rent is paid, and the City shall have the option to immediately terminate the Lease;
- (s) *Inspection* - The Tenant shall permit the Landlord or any other person authorized by the Landlord to inspect the Lands and Premises at all reasonable times;
- (t) *Maintenance* - The Tenant shall permit the Landlord to install, maintain, replace, repair and service or cause to be installed, maintained, replaced, repaired, and serviced, wires, ducts or other installations in, under or through the Lands and Premises for or in connection with the supply of any service or utility to any part of the Lands and Premises;

- (u) *Vacant Possession* - The Tenant shall at the expiration or earlier termination of this Lease, peaceably surrender and deliver up vacant possession of the Lands and in the event that ownership of the Premises reverts to the Landlord pursuant to Section 2.1 (q) here in, the Tenant shall deliver all keys, operational manuals and logs and such documents as are reasonably requested which relate to the Lands and Premises;
- (v) *Financial Information* - The Tenant shall provide to the Landlord reasonable access to all of its books and records;
- (w) *Use of Facility* - The Tenant shall provide access to the Lands and Premises and membership in the Guild Hall Society shall be available to all persons wishing to join, provided that such persons agree to comply and continue to comply with the rules, regulations and by-laws of the Society and pay the appropriate fees and levies of the Society;
- (x) *Public Accessibility* - The Tenant shall ensure that programs and activities offered on the Lands and Premises are open to the general public; and
- (y) *Conduct of Operations* - The Tenant shall conduct its operations on the Lands and Premises to the standard of a reasonably prudent spectator entertainment establishment. Without limiting the generality of the foregoing, the Tenant shall maintain a schedule of inspection and maintenance of the Land and Premises in accordance with industry standards.

3. Covenants of Landlord

3.1 Promises of Landlord

The Landlord covenants with the Tenant as follows:

- (a) *Quiet Enjoyment* - The Tenant, paying the rent hereby reserved and performing the covenants herein on its part contained, shall and may peaceably possess and enjoy the Lands and Premises for the term of this Lease or any renewal thereof without interruption or disturbance from the Landlord or any other person lawfully claiming by, from or under the Landlord.

4. Rights and Remedies of the Landlord

4.1 Re-entry

If default or breach or non-performance of any of the covenants or agreements in this Lease contained on the part of the Tenant continues for 30 days after written notice thereof has been given by the Landlord to the Tenant, then it shall be lawful for the Landlord at any time thereafter without notice to re-enter the Lands and the same to have again, repossess and enjoy as of its former estate, anything herein contained to the contrary notwithstanding. If the Landlord re-enters the Lands by reason of the default of the Tenant prior to the expiry of the term of this lease, the Tenant will be liable to the Landlord for the amount of rent for the remainder of the term as if such

re-entry had not been made, less the actual amount received by the Landlord after such re-entry from any subsequent leasing of the Lands during the remainder of the term after deducting the Landlord's costs of reletting the Lands and Premises.

4.2 Right of Termination

Upon the Landlord becoming entitled to re-enter upon the Lands, the Landlord shall have the right in addition to all other rights, to determine forthwith this lease by giving notice in writing to the Tenant and thereupon rent shall be apportioned and paid to the date of such determination and the Tenant shall forthwith deliver up possession of the Lands and the Landlord may re-enter and take possession of the same.

4.3 Bankruptcy

If the term hereof or any renewal thereof shall at any time be seized or taken in execution or attachment by any creditor of the Tenant or if the Tenant makes any assignment for the benefit of creditors or becomes bankrupt or insolvent or takes the benefit of any bankruptcy or insolvency legislation or in case the Lands and Premises become vacant or unoccupied for a period of 10 days, the then current month's rent together with the rent accruing for the balance of the term or the next three months, whichever is less, shall immediately become due and payable and the term hereof or any renewal thereof shall at the option of the Landlord become forfeited and void. Neither this Lease nor any interest therein nor any estate hereby created shall pass to or enure to the benefit of any trustee in bankruptcy or any receiver of any assignee for the benefit of creditors or otherwise by operation of law.

4.4 Status as a Society

In the event the Tenant is dissolved, wound up or struck from the Corporate Registry, fails to maintain its status as a registered Society, or is in default of filing returns or notices, including its annual return and financial statements for a period in excess of one (1) year, or is otherwise no longer a not-for-profit society or organization, the Landlord shall have the absolute right to terminate this Lease upon giving the Tenant written notice to that effect. In the event the Lease is terminated pursuant to the provisions of this paragraph, the Premises shall become the sole property of the Landlord.

4.5 Dissolution of Society

Where all of the Tenant's fixed assets are affixed solely to the Lands, the Tenant's Constitution and/or Bylaws must include an unalterable dissolution clause which provides that upon dissolution of the society, its assets must firstly be distributed to another non-profit society operating within the City of Whitehorse, in good standing with the Registrar of Societies, with similar objectives, and only failing to transfer its assets to another non-profit society with similar objectives, would the Tenant's fixed assets be distributed to the City.

4.6 Distress

Whensoever the Landlord shall be entitled to levy distress against the goods and chattels of the Tenant, the Landlord may use such force as it may deem necessary for that purpose and for gaining admittance to the Lands and Premises without being liable in any action in respect thereof, or for any loss or damage occasioned thereby and the Tenant hereby expressly releases the Landlord from all actions, proceedings, claims or demands whatsoever for or on account of or in respect of any such forcible entry or any loss or damage sustained by the Tenant in connection therewith.

4.6 Non-waiver

The waiver by the Landlord of any breach by the Tenant of any covenant or condition contained in this Lease shall not be construed as or constitute a waiver of any further or other breach of the same or any other covenant or condition, and the consent or approval of the Landlord to or of any act by the Tenant requiring the Landlord's consent or approval shall not be deemed to waive or render unnecessary the Landlord's consent or approval to any subsequent act, similar or otherwise, by the Tenant.

4.7 Landlord's Right to Perform

If the Tenant fails to perform any of the covenants or obligations of the Tenant under or in respect of this Lease, the Landlord may from time to time, at its discretion, perform or cause to be performed any such covenants or obligations or any part thereof and for such purpose may do such things as may be required and may enter upon the Lands to do such things and all expenses incurred and expenditures made by or on behalf of the Landlord shall be paid forthwith by the Tenant to the Landlord and if the Tenant fails to pay the same the Landlord may add the same to the rent and recover the same by all remedies available to the Landlord for the recovery of rent in arrears; provided that if the Landlord commences or completes either the performance or causing to be performed of any of such covenants or obligations or any part thereof, the Landlord shall not be obliged to complete such performance or causing to be performed or be later obliged to act in a like fashion.

4.8 Interest

The Tenant shall pay to the Landlord interest at the prime commercial lending rate of The Royal Bank of Canada plus 3% per annum on all payments of rent and other sums required to be paid under this Lease from the date upon which the same were due until actual payment thereof.

5. Indemnification

5.1 Indemnity by Tenant

Except for or in respect of events caused by the Landlord's actions, or those for who it is at law responsible, arising out of the use and occupation of the Lands and Premises, including wilful misconduct or negligence during the Term, the Tenant shall indemnify the Landlord and all of its servants, agents, employees, contractors, invitees and persons for whom the Landlord is in law responsible and shall hold them and each of them harmless from and against any and all liabilities,

claims, damages, losses and expenses, including all legal fees, on a solicitor-and-own-client basis, or in the alternative, the highest rate allowed for the taxation of costs under the *Rules of Court* and disbursements, due to, arising from or to the extent contributed to by:

- (a) any breach by the Tenant of any of the provisions of this Lease;
- (b) any act or omission of the Tenant of any of its members, servants, agents, employees, invitees, licensees, sub-tenants, concessionaires, contractors or persons for whom the Tenant is in law responsible on the Premises;
- (c) any injury, death or damage to persons or property of the Tenant or its members, servants, agents, employees, customers, invitees, contractors or any other persons on the Premises by or with the invitation, license or consent of the Tenant;
- (d) any damage, destruction or need of repair to any part of the Premises caused by any act or omission of the Tenant or its members, servants, agents, employees, customers, invitees, contractors, or persons for whom the Tenant is in law responsible, notwithstanding any other provisions of this Lease; and
- (e) any latent or patent defect in the Lands or Premises;

and this Indemnity shall survive the expiration or earlier termination of this Lease. In the event that the Landlord incurs liabilities, claims, damages, losses and expenses which are not paid by the Tenant or acknowledged by the insurer of the Tenant, within one year of written demand being made by the Landlord for indemnity pursuant to the provisions herein, this Lease shall terminate.

5.2 Indemnity by Landlord

Except for or in respect of events caused by the Tenant's actions, or those for whom it is at law responsible, arising out of the use and occupation of the Lands and Premises, including wilful misconduct or negligence during the term of this Lease, the Landlord shall indemnify the Tenant and all of its servants, agents, employees, contractors, customers, invitees and persons for whom the Tenant is in law responsible and shall hold them and each of them harmless from and against any and all liabilities, claims, damages, losses and expenses, including all legal fees, on a solicitor-and-own-client basis, or in the alternative, the highest rate allowed for the taxation of costs under the *Rules of Court* and disbursements, due to, arising from or to the extent contributed to by:

- (a) any breach by the Landlord of any of the provisions of this Lease;
- (b) any act or omission of the Landlord or any of its servants, agents, employees, contractors or persons for whom the Landlord is in law responsible on the Lands or Premises; and
- (c) any injury, death or damage to persons or property of the Landlord or its servants, agents, employees, contractors or any other persons on the Lands or Premises by or with the invitation or consent of the Landlord;

except for any latent or patent defect in the Lands and Premises, and this Indemnity shall survive the expiration or earlier termination of this Lease.

5.3 Landlord Unable to Perform

Whenever and to the extent that the Landlord shall be unable to fulfil or shall be delayed or restricted in the fulfilment of any obligation hereunder in respect of the supply or provision of any service or utility or the doing of any work by reason of being unable to obtain the material goods, equipment, service, utility or labour required to enable it to fulfil such obligation or by reason of any strike or lock-out or any statute, law, or order-in-council or any regulation or order passed or made pursuant thereto or by reason of the order or direction of any administration, controller or board or any governmental department or officer or other authority or by reason of any cause beyond its control either of the foregoing character or not, the Landlord shall be relieved from the fulfilment of such obligation and the Tenant shall not be entitled to compensation for any loss, inconvenience, nuisance or discomfort thereby occasioned.

5.4 Relief of Landlord on Sale

If the Landlord sells or otherwise conveys its interest in the Lands and the subsequent owner of such interest assumes the covenants and obligations of the Landlord hereunder, the Landlord shall, without further written agreement, be freed and relieved of all liability for such covenants and obligations. The Tenant shall from time to time at the request of the Landlord promptly execute and return to the Landlord such certificates confirming the current status of this Lease in such detail as the Landlord may require.

6. Insurance

6.1 Liability Insurance.

The Tenant shall provide and maintain in such form and to such extent and with such companies, as required by the Landlord, public liability insurance in the (minimum amount of TWO MILLION (\$2,000,000) DOLLARS two million dollars \$2,000,000) for the protection against any claims in any way relating to the Lands and Premises. This public liability insurance, in which both the Landlord and the Tenant shall be designated as the insured, which policy shall provide that the same cannot be cancelled without at least 15 days prior written notice to the Landlord and the Tenant shall deposit with the Landlord a certificate of such insurance at or prior to the commencement of the term and thereafter within 10 days prior to the expiration of any such policy.

7. Hazardous Substances

7.1 Definitions

"Hazardous Substance" means any substance which is hazardous to persons or property and includes, without limiting the generality of the foregoing:

- (a) radioactive materials;
- (b) explosives, excluding lawfully possessed fireworks and lawfully conducted exploding novelty acts;

- (c) any substance that, if added to any water, would degrade or alter or form part of a process of degradation or alteration of the quality of that water to the extent that it is detrimental to its use by man or by any animal, fish or plant;
- (d) any solid, liquid, gas or odour or combination of any of them that, if emitted into the air, would create or contribute to the creation of a condition of the air that:
 - (i) endangers the health, safety or welfare of persons or the health of animal life;
 - (ii) interferes with normal enjoyment of life or property;
 - (iii) causes damage to plant life or to property;
- (e) toxic substances; or
- (f) substances declared to be hazardous or toxic under any law or regulation now or hereafter enacted or promulgated by any governmental authority having jurisdiction over the Landlord, the Tenant, or the Lands and Premises.

7.2 Compliance with Laws

The Tenant shall not bring upon the Lands and Premises or any part thereof any Hazardous Substance. Without limiting the generality of the foregoing, the Tenant shall, at the Tenant's own cost and expense, comply with all laws and regulations from time to time in force relating to a Hazardous Substance and protection of the environment and shall immediately give written notice to the Landlord of the occurrence of any event on the Lands and Premises constituting an offence thereunder or being in breach thereof and, if the Tenant, either alone or with others, causes the happening of such event, the Tenant shall, at its own expense, immediately give the Landlord notice to that effect and thereafter give the Landlord from time to time written notice of the extent and nature of the Tenant's compliance with this Paragraph 7; promptly remove the Hazardous Substance from the Lands and Premises, as the case may be, in a manner which conforms with all laws and regulations governing the movement of the same; and if requested by the Landlord, obtain from an independent consultant designated or approved by the Landlord a report verifying the complete and proper removal thereof from the Lands and Premises or, if such is not the case, reporting as to the extent and nature of any failure to comply with this Paragraph. The Tenant shall, at its own expense, remedy any damage to the Lands and Premises caused by such event or by the performance of the Tenant's obligations under this Paragraph 7 as a result of such occurrence. If any governmental authority having jurisdiction requires the clean-up of any Hazardous Substance held, released, spilled, abandoned, or placed upon the Lands and Premises or released into the environment by the Tenant in the course of the Tenant's business or as a result of the Tenant's use or occupancy of the Lands and Premises, then the Tenant shall, at its own expense, prepare all necessary studies, plans and proposals and submit the same for approval, provide all bonds and other security required by governmental authorities having jurisdiction and carry out the work required and shall keep the Landlord fully informed and provide to the Landlord full information with respect to proposed plans and comply with the Landlord's reasonable requirements with respect to such plans.

7.3 Discharge

The Tenant shall not discharge or permit the discharge of any oil or grease or any deleterious, objectionable, dangerous materials or Hazardous Substance into any water course, culvert, drain or sewers in, under or near the Lands and Premises. The Tenant shall take as reasonable measures for ensuring that any discharge effluent shall not be corrosive, poisonous or otherwise harmful or to cause obstruction, deposit or pollution to any waters, ditches, water course, culverts, drains or sewers, nor to or within any sewage disposal works nor to the bacteriological process of sewage purification. The Tenant shall forthwith, at the Landlord's request, provide facilities for testing and monitoring the effluent from the Tenant's operations and shall permit the Landlord and its agents reasonable access to the lands for the purposes of carrying out such testing and monitoring from time to time at the Tenant's expense. The Tenant shall construct, maintain and operate every furnace and burner used on the Lands and Premises so as to substantially consume or burn the smoke arising there from and shall not use or suffer any furnace or burner to be used negligently. The Tenant shall not cause or permit any grit, dust, noxious or offensive effluvia or Hazardous Substance to be emitted from any engine, furnace, burner or apparatus on the Lands and Premises without using the best practicable means reasonably available for preventing or counteracting such emissions.

7.4 Ownership of Hazardous Substances

If the Tenant brings onto or creates upon the Lands and Premises any Hazardous Substance or if the conduct of the Tenant's business causes there to be any Hazardous Substance upon the Lands and Premises, then, notwithstanding any rule of law to the contrary, such Hazardous Substance shall be and remain the sole and exclusive property of the Tenant and shall not become the property of the Landlord, notwithstanding the degree of affixation of the Hazardous Substance or the goods containing the Hazardous Substance to the Lands and Premises and notwithstanding the expiry or earlier termination of this Lease.

7.5 Access to Information

The Tenant hereby authorizes the Landlord to make enquiries from time to time of any government or governmental agency with respect to the Tenant's compliance with any and all laws and regulations pertaining to any Hazardous Substance and the protection of the environment and the Tenant covenants and agrees that the Tenant shall from time to time provide to the Landlord such written authorization as the Landlord may reasonably require in order to facilitate the obtaining of such information. The Tenant shall, at its own expense, comply with all the laws and regulations from time to time in force regulating the manufacture, use, storage, transportation or disposal of Hazardous Substance and shall make, obtain and deliver all reports and studies required by governmental authorities having jurisdiction.

8. Termination

8.1 Termination

It is hereby agreed that during the term hereof, the Landlord or the Tenant may terminate the Lease by giving notice in writing twelve (12) months before such determination, and on the day following the date specified in the notice, this Lease is terminated.

9. General Provisions

9.1 Subordination

This Lease is subject and subordinate to all mortgages, easements, or rights of way which now or hereafter during the term of this Lease or any renewal thereof shall be recorded in the Land Titles Office as a mortgage, easement, or right of way given by the Landlord against the Lands. The Tenant shall execute promptly from time to time any assurances that the Landlord may request to confirm this subordination.

9.2 No Agency or Partnership

Nothing herein contained shall be construed as creating the relationship of principal and agent or of partners or of joint ventures between the parties hereto, their only relationship being that of landlord and tenant.

9.3 Overholding

If the Tenant continues to occupy the Lands and Premises with the consent of the Landlord after the expiration of this Lease or any renewal thereof without any further written agreement, the Tenant shall be a monthly Tenant at a monthly rental equivalent to 1/12 of the annual rental and all other sums payable hereunder pro-rated for one month.

9.4 Effect of Headings

The headings or subheadings to the clauses in this Lease form no part thereof, and are inserted for convenience and internal reference only and are not to be relied upon or considered by any person in the interpretation hereof.

9.5 Notices

Any notice required to be given hereunder by any party shall be deemed to have been well and sufficiently given if mailed by prepaid, registered mail, emailed, faxed to or delivered at the address of the other party hereinafter set forth:

If to the Landlord:

The City of Whitehorse
 2121 Second Avenue
 Whitehorse, Yukon Territory, Y1A 1C2
Attention: Manager Planning Services
 Fax No. (867) 668-8395
 Email Address: land@whitehorse.ca

If to the Tenant:

The Guild Hall Society

Attention: President

#27 – 14th Avenue

Whitehorse, Yukon Territory Y1A 5A7

Telephone (867) 633-3550

Email Address: guildhall@northwestel.net

A notice shall be deemed to have been received, if emailed, faxed or delivered, on the date of delivery and if mailed as aforesaid then on the fifth business day following the posting thereof, provided that in the event of disruption of internet connection, postal services a notice shall be given by one of the other methods of communication.

9.6 *Solicitor and Client Costs*

If the Tenant defaults in paying the rent hereunder or in performing any of the covenants and agreements herein contained on the part of the Tenant to be observed and performed, the Landlord may recover from the Tenant all of the Landlord's reasonable costs in enforcing compliance with this Lease and without limitation, costs as between solicitor-and-own-client or in the alternative, costs at the highest tariff allowed under the *Rules of Court*.

9.7 *Joint and Several Covenants*

In the event that this Lease is executed by two or more persons as Tenant, the covenants and agreements on the part of the Tenant herein contained will be and will be deemed to be joint and several covenants.

9.8 *Binding Agreement*

This Lease shall be binding upon and enure to the benefit of the parties hereto and their respective successors and permitted assigns as the case may be. This Lease is not assignable by the Tenant without the express written consent of the Landlord, which may be arbitrarily and unreasonably withheld.

9.9 *Interpretation of Words*

Wherever the singular or the masculine is used in this Lease, the same shall be deemed to include the plural or the feminine or the body politic or corporate where the context or the parties so require.

9.10 *Time of Essence*

Time shall in all respects be of the essence hereof.

9.11 *Changes to Agreement*

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

9.12 Acceptance by Tenant

The Tenant does hereby accept this Lease of the Lands and Premises, to be held by it as tenant, and subject to the conditions, restrictions and covenants above set forth.

IN WITNESS WHEREOF the parties hereto have hereunto executed this Lease as of the day and year first above written in the City of Whitehorse, in the Yukon Territory.

c/s

) THE CORPORATE SEAL OF
) **The City of Whitehorse**
) was hereunto affixed
) in the presence of:
)
)
) _____
) Mayor
)
)
) _____
) City Clerk
)
)
)
)
) **The Guild Hall Society**
) was hereunto affixed
) in the presence of:
)
)
) _____
) Fiona Solon, President
)
)
)
) _____
) Tina Woodland, Treasurer
)
)
)

Witness

(Print Name of Witness)

Witness

(Print Name of Witness)

**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 _____, 2014.)
) _____
) **Dan Curtis, Mayor**
)
)
)
)
_____) _____
A Notary Public in and for) **Norma Felker, Assistant City Clerk**
the Yukon Territory)
)
)
_____) _____
Print Name of Notary Public)

SCHEDULE "A"

The Guild Hall Society

ADMINISTRATIVE REPORT

TO: Planning Committee
FROM: Administration
DATE: May 5, 2014
RE: Amend Lease Agreement – Tennis Yukon

ISSUE

Bylaw to amend the Lease Area and in the Lease Agreement between Tennis Yukon Association and the City of Whitehorse.

REFERENCE

- *Municipal Act*
- 2010 Official Community Plan (OCP)
- Zoning Bylaw 2012-20
- Lease, Encroachment & Property Use Policy
- Bylaw 2011-29 (Lease Agreement)
- Bylaw 2014-21 (Lease Amending Agreement)
- Location Sketch

HISTORY

Tennis Yukon Association (TYA) is a non-profit society providing adult and junior tennis programming, including tennis lessons, junior camps, league play, tournaments and school programs.

The Mount McIntyre tennis courts, originally constructed by the City in 2000, were resurfaced by TYA in July of 2011 and are used by many members of the Whitehorse community.

A lease agreement between the City and TYA was approved under Bylaw 2011-29 adopted by Council on July 11, 2011 for a term of 10 years expiring on the 30th day of June 2021.

TYA has negotiated an amendment to the lease area to allow for installation of a backboard to be used as a bounce-off wall. This proposed training area would eventually free up one of the 4 available tennis courts.

The new lease area boundary was reviewed by Development Review Committee on December 3rd, 2013 and administration is bringing forward the Lease Amending Bylaw for consideration.

ALTERNATIVES

- Option 1: Bring forward Bylaw 2014-21 - to amend the lease with TYA.
- Option 2: Do not bring forward the bylaw.

ANALYSIS

Municipal Act

Section 265(e) of the *Municipal Act*, states the following:

“A council may pass bylaws for municipal purposes respecting the following matters: the municipality’s 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”

OCP and Zoning

The proposed lease area is designated Public Service in the City’s OCP which:

“...provides for land allocated to public and institutional facilities that service the entire community of Whitehorse such as the Canada Games Centre, Erik Nielsen Whitehorse International Airport, Yukon college, Yukon Arts Centre, Takhini Arena, Whitehorse General Hospital, and the Whitehorse Correctional Centre.”

The proposed lease area is zoned PR – Parks and Recreation which permits “outdoor participant recreation services” as a principal use.

Lease Amendment Considerations

The Lease Amending Agreement has been drafted to redefine the lease area to expand the leased land to offer more flexibility for TYA’S tennis sports and recreation facility.

The TYA lease area includes the four tennis courts and a one metre buffer around the fence line. The existing lease included a 5m x 5m outcrop in the north easterly corner that was intended for a future storage and change room structure. The current bounce-off-wall is located on one of the four courts where 2-4 people could be playing. It is also causing some maintenance issues by the pulling on the posts of the chain link fence.

TYA would like to revise this outcrop area to measure 10m x 15m to encompass a larger area that would also accommodate a new backboard/bounce-off-wall as a practice area.

This amendment would increase TYA’s lease area to approximately 2,954 square metres from the current 2,815 square metres in the Lease Agreement.

ADMINISTRATIVE RECOMMENDATION

THAT Council direct Bylaw 2014-21, a bylaw to enter into a lease amending agreement with Tennis Yukon Association for a 2,954 square metre lease area located within Lot 1174, Plan 2000-0056 LTO, Whitehorse, Yukon Territory, be brought forward for due consideration under the bylaw process.



SCALE: 1:2000	DWN. BY: MLB
DATE: MAY 5, 2014	R.No: 0
FILE No: Bylaw 2014-21 (Tennis Yukon)	
I:\AAA\Lease\Tennis Yukon*.dwg	

CITY OF WHITEHORSE - PLANNING SERVICES

LOCATION SKETCH - SCHEDULE "A"

Proposed Lease Amending Agreement with Tennis Yukon Association for a portion of Lot 1174, Quad 105 D/11, Plan 2000-0056, Whitehorse, YT.



CITY OF WHITEHORSE

BYLAW 2014-21

A bylaw to authorize a Lease Amending Agreement.

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 it is deemed necessary to amend the Lease Agreement with Tennis Yukon to modify the Lease Area boundary from 2,815 square metres to 2,954 square metres; and

WHEREAS both parties have agreed to amend the Lease Agreement.

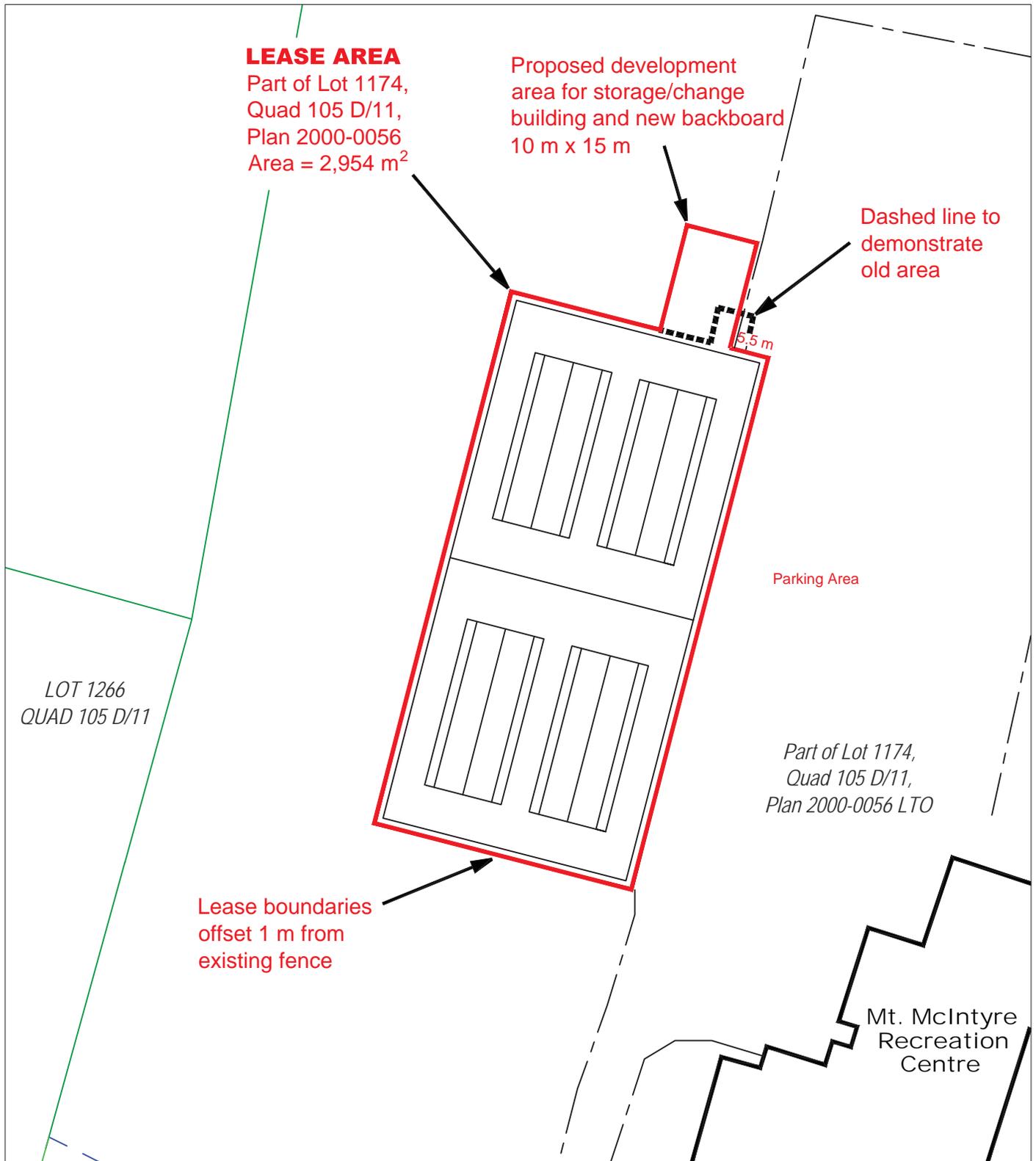
NOW THEREFORE the Council of the municipality of the City of Whitehorse, in open meeting assembled, hereby ENACTS AS FOLLOWS:

1. THAT Paragraph 1.1(a) of the Lease, being the description of the lease area of the Lease, is hereby deleted and replaced with a new description of the lease area of the Lease.
2. THAT Appendix 'A' of the Lease be deleted and replaced with Appendix 'A' attached hereto.
3. The Mayor and Clerk are hereby authorized to execute on behalf of the City of Whitehorse the Lease Amending Agreement attached hereto as Appendix "B" and forming part of this bylaw.
4. This bylaw shall come into full force and effect upon the final passing thereof.

FIRST and SECOND READING:
THIRD READING and ADOPTION:

Mayor

City Clerk



BYLAW 2014-21:

A bylaw to amend the lease agreement between the City of Whitehorse and Tennis Yukon Association for a portion of Lot 1174, Quad 105 D/11, Plan 2000-0056 LTO, City of Whitehorse, comprising approximately 2,954 m² in area.

LEGEND

 SUBJECT AREA

THIS LEASE AMENDING AGREEMENT, made as of the _____ day of _____, 2014.

BETWEEN:

The City of Whitehorse, a municipality duly incorporated pursuant to the provisions of the *Municipal Act*

(the “Landlord”).

AND:

Tennis Yukon Association, a society duly incorporated pursuant to the provisions of the *Societies Act*

(the “Tenant”).

WHEREAS:

- A. By a Lease Agreement effective as of July 1, 2011 and dated July 27, 2011 (the “Lease”), the Landlord leased to the Tenant a parcel of land, for the purposes of a Tennis Sports and Recreation Facility, for a term of 10 years, commencing on the 1st day of July 1, 2011 to and including the 30th day of June, 2021.
- B. The Landlord and Tenant wish to amend the terms of the Lease to revise the lease area to provide additional leased lands to allow for the development of a proposed backboard practice area.
- C. The parties intend to vary the provisions of the Lease in the manner set out below.

NOW THEREFORE:

In consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the Landlord and the Tenant hereto agree to amend the Lease as of the date of this Agreement as follows:

- 1. Paragraph 1.1(a) of the Lease, being the description of the leased area of the Lease, is hereby deleted and replaced with the following:

“That portion of Lot 1174, Plan 83441 CLSR, 2000-0056 LTO, City of Whitehorse, Yukon Territory;

shown outlined in red on the sketch attached hereto as Appendix “A”, comprising approximately 2,954 square metres in area

(the “Lands”).
- 2. Appendix “A” attached to and forming part of the Lease, is hereby deleted and replaced with Appendix “A” attached hereto.
- 3. The Lease as varied, including all other terms and conditions of the Lease, shall remain in full force and effect for the remainder of the term contained therein.

IN WITNESS WHEREOF the parties have hereunto executed this Lease Amending Agreement as of the day and year first written above.

c/s

) THE CORPORATE SEAL OF
) **The City of Whitehorse**
) was hereunto affixed
) in the presence of:
)
)
) _____
) **Dan Curtis, Mayor**
)
)
)
) _____
) **Norma Felker, Assistant City Clerk**

Witness

) **Tennis Yukon Association**
)
) Per:
)
)
)
) _____
) **Stacy Lewis, President**

AFFIDAVIT OF WITNESS
(if no corporate seal)

CANADA) I, _____,
) (print name of witness)
) of the City of Whitehorse,
YUKON TERRITORY) in the Yukon Territory,
)
TO WIT:) MAKE OATH AND SAY AS FOLLOWS:

- 1) I was personally present and did see **Stacy Lewis** named in the within instrument, who identified herself to me to be the person named therein, duly sign and execute the same as the President of Tennis Yukon Association for the purpose therein named;
- 2) The said instrument was executed at the City of Whitehorse, in the Yukon Territory, and that I am the subscribing witness thereto;
- 3) The said party is in my belief of the full age of nineteen years.

Sworn before me at the)
City of Whitehorse, in the)
Yukon Territory, this _____ day)
of _____, 2014.)

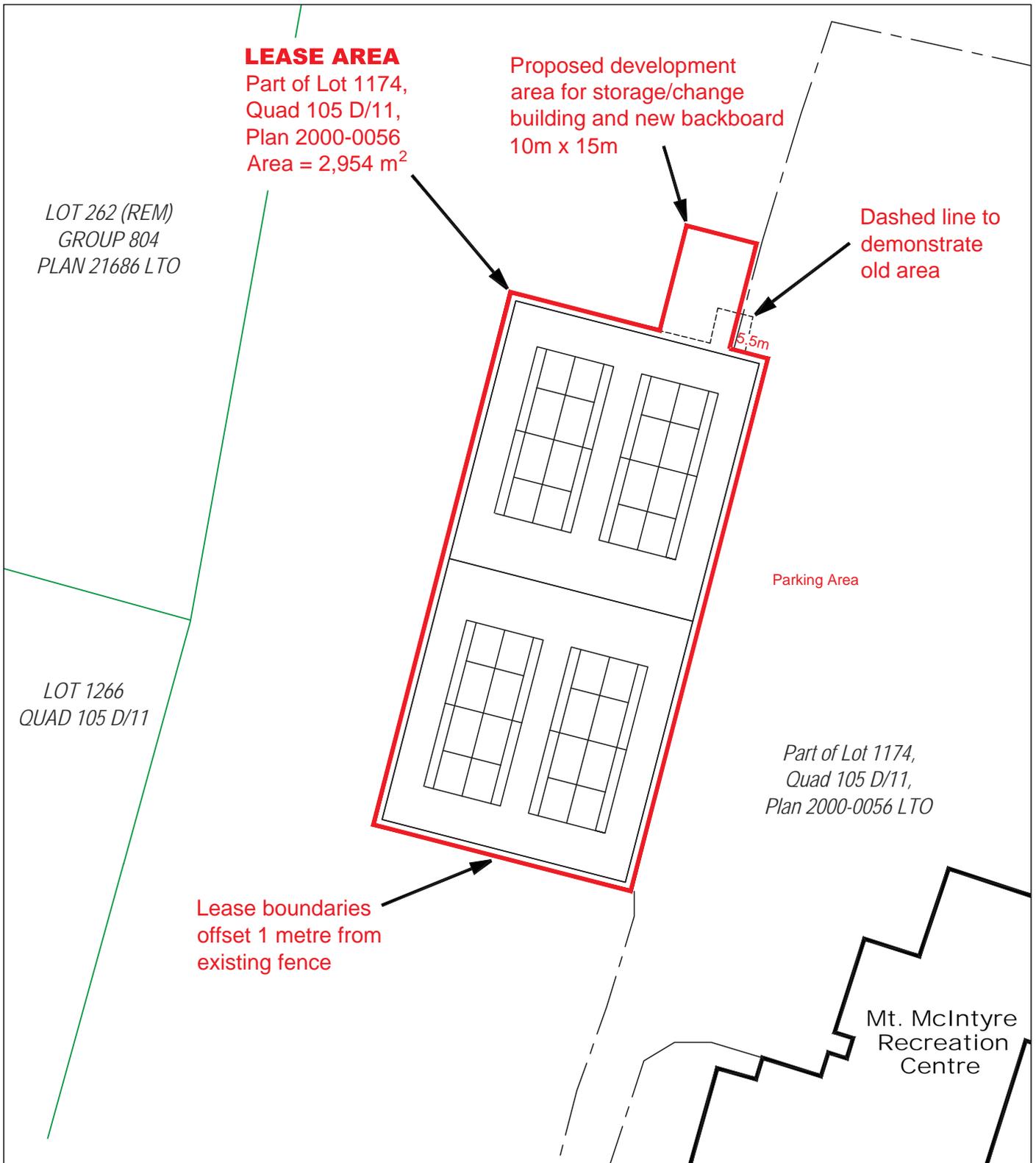
A Notary Public in and for
the Yukon Territory

Print Notary Public Name

Witness



CITY OF WHITEHORSE
BYLAW 2014-21
APPENDIX 'A'



BYLAW 2014-21:

A bylaw to amend the lease agreement between the City of Whitehorse and Tennis Yukon Association for a portion of Lot 1174, Quad 105 D/11, Plan 2000-0056 LTO, City of Whitehorse, comprising approximately 2,954 square metres in area.

LEGEND

 SUBJECT AREA

MONTHLY ACTIVITY REPORT – April 2014

Planning Services

Accomplishments:

1. Released Draft Regional Parks Plan for public review; held public meeting
2. Created schedule for Economic Development-related work
3. Completed Hillcrest neighbourhood rezoning

Current Efforts:

1. Create staff recommendation for award of Long Range Planning contract
2. Reviewing the Development Incentives Policy as part of short term tasks for Housing: City Role
3. Give assistance to Town of Faro with creation of new Zoning Bylaw

Planned Activities:

1. Hire two summer staff members: Customer Service Rep, Planning intern
2. Analyze public input on draft Range Road North Neighbourhood Plan
3. Review draft Schwatka Lake Area Plan options with consultant

Critical Statistics:

**CITY OF WHITEHORSE
CITY OPERATIONS COMMITTEE AGENDA**

Date Monday, May 5, 2014
Location: Council Chambers, City Hall

Chair: Jocelyn Curteanu **Vice Chair:** Dave Stockdale



Pages

- | | | |
|----|---|-------|
| 1. | Contract Award - Vactor Truck Purchase | 1 - 2 |
| 2. | Monthly Activity Reports - For Information Only | 3 - 6 |
| | 2.1. Director of Infrastructure and Operations | |
| | 2.2. Engineering Services | |
| | 2.3. Operations | |
| | 2.4. Water and Waste Services | |
| 3. | New Business | |

Chairperson shall ask if there is anyone present who wishes to speak to the Committee

File #: 320c01811

ADMINISTRATIVE REPORT

TO: Operations Committee
FROM: Administration
DATE: May 5, 2014
RE: Contract Award – Vactor Truck Purchase

ISSUE

Award of contract and budget amendment for the purchase of one Vactor Truck

REFERENCE

Approved 2014 Capital Plan Project # 320c01811 - Purchase of Vactor in the amount of \$460,000.

HISTORY

The approved Capital Plan for 2014 includes funding for one Vactor for the Water and Waste department. This new Vactor (Eductor) is an addition to the fleet and is required to ensure the Water and Waste department has the equipment required to conduct maintenance operations.

A public tender for the purchase of the Vactor was advertised on the City website from March 4 and in the local newspapers on March 7, with a closing date of March 21, 2014.

The following bid was received for the Vactor:

1. Inland Kenworth in the amount of \$ 518,471.00.

ALTERNATIVES

1. Award the contract to Inland and amend the 2014 Capital budget.
2. Cancel the tender.

ANALYSIS

The lone proposal received was reviewed by a committee consisting of the A/Manager of Operations, the Equipment Maintenance Supervisor, and the Utility Systems Supervisor. The bid was checked for compliance to Specifications and Terms and Conditions in accordance with the Instructions to Bidders.

The review concluded that Inland Kenworth was the low bid for the Vactor and that the bid meets specifications. Although the bid received was over budget, it was competitive in the current market.

Subsequent to tender close the City accepted a price reduction option on the auxiliary engine that was offered as an option by the bidder. The cost of this option to the City was \$11,664.00, reducing the bid price to \$506,807.00. All pricing is exclusive of GST.

Guaranteed buyback and leasing options were not considered due to the specialized nature of the equipment.

This award of the contract to Inland Kenworth will provide the Water and Waste Department with the necessary equipment to provide mandated service levels.

Cancelling the tender will mean that the Water and Waste Department will not have the necessary equipment needed to complete mandated service levels.

The City has realized savings in two other capital projects for equipment in 2014 that are now available to fund the shortfall to award this priority piece of equipment.

ADMINISTRATIVE RECOMMENDATION

THAT Council award the contract for the purchase of a Vactor Truck to Inland Kenworth in the amount of \$506,807.00 FOB Whitehorse, excluding GST; and

THAT the 2014-2017 Capital Budget Bylaw 2013-53 be amended by increasing project 320c01811, Vactor – Whistle Bend, in the amount of \$50,000, funded by decreasing project 320c00110, One Ton replacements, by \$25,000, and by decreasing project 320c01709, Pickups, by \$25,000 all funded from the Equipment Reserve.

MONTHLY ACTIVITY REPORT – April 2014
Director Infrastructure and Operations

Accomplishments:

1. Building Consolidation presentation to Whitehorse Chamber
2. Participated in Solid Waste Action Plan presentations
3. Participated in Asset Management planning sessions

Current Efforts:

1. Finalize data for Building Consolidation final report
2. Contract negotiations IAFF preparation
3. Strategic Planning session April 28 & 29

Planned Activities:

1. 2014 Goals & Objectives for the Infrastructure & Operations Division
2. Infrastructure & Operations facility tour
3. Contract negotiations IAFF

Critical Statistics:

MONTHLY ACTIVITY REPORT – April 2014
Engineering Department

Accomplishments:

1. Ogilvie Street West Reconstruction Tender Award
2. Assistant City Engineer hired
3. New Water Well #10 YESAB and Land Use approval

Current Efforts:

1. Hillcrest Water Supply project design and approvals
2. Well #10 Tendering for new well
3. New Selkirk Pumphouse completion and commissioning

Planned Activities:

1. Ogilvie Street reconstruction
2. Hillcrest Watermain construction
3. Robert Campbell Bridge widening

Critical Statistics:

MONTHLY ACTIVITY REPORT – April 2014
Operations Department

Accomplishments:

1. Building Consolidation presentation to Whitehorse Chamber
2. Facilitated Asset Management planning session
3. Start spring clean-up operations

Current Efforts:

1. Review and finalize Building Consolidation final report
2. 2014 capital equipment tendering and award
3. Strategic Plan review and update

Planned Activities:

1. Review and finalize Building Consolidation procurement options
2. Start Asset Management data collection process
3. Start summer road maintenance program

Critical Statistics:

MONTHLY ACTIVITY REPORT – April 2014

Water and Waste Services Department

Accomplishments:

1. Annual Water License Report – 2013 complete
2. Landfill Contracts Tender Issued (Operations, Recycling, Transfer Station)
3. Horizontal Grinder Tender issued

Current Efforts:

1. Gatehouse and Compost Operational Reviews
2. SWAP Implementation: COI and COII Hire and Start-up
3. Filling Seasonal/Permanent Staffing Positions

Planned Activities:

1. Water Meter Pilot Program Installation (May 26-June 1)
2. Compost Facility Improvements – Water Supply, Aeration Pad (design)
3. Review and award Landfill Contracts

Critical Statistics:

CITY OF WHITEHORSE
COMMUNITY SERVICES COMMITTEE

Date Monday, May 5, 2014
Location: Council Chambers, City Hall

Chair: Kirk Cameron Vice Chair: Mike Gladish



Pages

- | | | |
|----|--|--------|
| 1. | 2014 Spring Recreation Grants | 1 - 8 |
| 2. | Monthly Activity Reports - For Information Only | 9 - 13 |
| | 2.1. Director of Community and Recreation Services | |
| | 2.2. Outreach and Events | |
| | 2.3. Parks and Trails | |
| | 2.4. Recreation and Facility Services | |
| | 2.5. Transit Services | |
| 3. | New Business | |

Chairperson shall ask if there is anyone present who wishes to speak to the Committee

File #: 1675-06-01

ADMINISTRATIVE REPORT

TO: Community Services Committee
FROM: Administration
DATE: May 5, 2014
RE: 2014 Spring Recreation Grants

ISSUE

The Spring 2014 Recreation Grant Recommendations for:

- Category 1 – Recreation Grants
- Category 2 – Recreation Facilities/Parks Grants
- Category 3 – Arts/Cultural Facilities Grants

REFERENCE

Recreation Grant Policy
Attachment: Appendices A, B and C

HISTORY

Council Policy governs the allocation of recreation grants. The Recreation Grant Task Force met on April 24, 2014 to discuss and compile recommendations for funding in accordance with the Recreation Grant Policy. A total of \$226,290.41 is available for both the Spring and Fall 2014 granting sessions. The funding available for this session is: \$69,774.25 (including refunds) for Category 1 Recreation Grants and \$110,000.00 for Category 2 – Recreation Facilities/Parks Grants and Category 3 – Arts/Cultural Facilities Grants.

The total amount received by the City through the Community Lottery Fund was \$141,105.50 for 2014, an increase from the previous amount of \$140,426.00 in 2013. The City continues to acknowledge Lotteries support in City advertising.

ALTERNATIVES

1. Approve the allocation of the grants as recommended with conditions as outlined
2. Deny the allocation of the grants.
3. Amend the recommendations.
4. Go in-camera to discuss the grants.

ANALYSIS

A total of 30 applications were received. The Task Force has brought forward their recommendations and Council has the authority to deny or amend any of those

recommendations. The result of denied recommendations would be that some projects might not proceed.

Category 1 - Recreation Grants

Big Brothers / Big Sisters of Yukon	
- <i>Summer Camp</i>	\$2,400.00
- <i>BBQ / Swim / Climb for Kids, Families and Volunteers</i>	
Boreal Adventure Running Association	\$500.00
- <i>Yukon River Trail Marathon</i>	
Breakdancing Yukon Society	\$5,000.00
- <i>Dance Teacher Training Program and Summer Camps</i>	
Climb Yukon Association	\$2,500.00
- <i>Porter Creek Secondary School Climbing Wall</i>	
Community Choir of Whitehorse Society	
- <i>Wages for Artistic Personnel</i>	\$7,000.00
- <i>Sheet Music and Practice CD's</i>	
- <i>Professional Development</i>	
Cycling Association of Yukon	\$1,500.00
- <i>Yukon Cycling Development Camp</i>	
Freedom Trails Therapeutic Riding Association	\$4,000.00
- <i>Therapeutic Horseback Riding Program</i>	
Gwaandak Theatre Society	
- <i>Summer Play Readings</i>	\$2,000.00
- <i>Leadership Development</i>	
Jazz Yukon	\$2,500.00
- <i>Jazz in the Hall</i>	
Special Olympics Yukon	\$1,500.00
- <i>Golf Program Fees</i>	
Tennis Yukon Association	\$1,220.00
- <i>Junior Team Tennis Program</i>	
The Heart of Riverdale Community Centre Society	\$1,000.00
- <i>Kids Rock Band Camp</i>	
Victoria Faulkner Women's Centre	\$6,570.00
- <i>Mom's and Kids Summer Recreation Program</i>	
Whitehorse Concerts	\$2,000.00
- <i>Community Educational Outreach Program</i>	
Yukon Association for Community Living	\$2,000.00
- <i>Celebrate Summer Inclusively</i>	
Yukon Breeze Sailing Society	\$5,430.00
- <i>Storage Unit Purchase</i>	
- <i>Instructor Training</i>	
Yukon Canoe and Kayak Club	\$9,000.00
- <i>Schwatka Race Base (flat water paddling development)</i>	
Yukon Music Camp Society	\$5,000.00
- <i>Yukon Summer Music Camp</i>	
Total	\$61,120.00

Category 2 – Recreation Facilities/Parks Grants

Biathlon Yukon / Whitehorse Biathlon Club	\$3,000.00
- <i>Facilities and Equipment</i>	
Friends of Mount Sima	\$25,000.00
- <i>Operation and Maintenance</i>	
Golden Age Society	\$6,000.00
- <i>Operation and Maintenance</i>	
Granger Community Association	\$3,000.00
- <i>Sprinkler Irrigation System</i>	
Mountain View Golf Club	\$9,000.00
- <i>Electrical Assistance OR Insurance</i>	
Whitehorse Cross Country Ski Club	\$12,000.00
- <i>Operation and Maintenance</i>	
- <i>Signage Project (Phase 3)</i>	
Total	\$58,000.00

Category 3 – Arts/Cultural Facilities Grants

Guild Society	\$8,000.00
- <i>Utilities Support</i>	
MacBride Museum	\$11,000.00
- <i>MacBride Heritage Programmer</i>	
Miles Canyon Historic Railway	\$11,360.00
- <i>Operation and Maintenance Assistance</i>	
Yukon Arts Centre	\$3,640.00
- <i>Youth Arts Education</i>	
Yukon Church Heritage Society / Old Log Church	\$6,000.00
- <i>Operation and Maintenance</i>	
Yukon Transportation Museum	\$12,000.00
- <i>Operation and Maintenance</i>	
Total	\$52,000.00

ADMINISTRATIVE RECOMMENDATION

THAT Council approve the allocation of \$61,120.00 for the Category 1 Recreation Grants, \$58,000.00 for the Category 2 – Recreation Facilities/Parks Grants and \$52,000.00 for the Category 3 – Arts/Cultural Facilities Grants, with conditions as outlined in Appendix A, B, and C.

Appendix "A" Spring 2014 Recreation Grants Category 1 (Recreation Grants)

#	Applicant	Priority and Type	Project	Subtotals	Amount Requested	Last Funded	Amount Recommended
1	Big Brothers/Big Sisters of Yukon	#1 PA	Summer Camp Subsidies	\$1,750.00	\$2,400.00	\$2,350.00 In 2013	\$ 2,400.00
		#2 PA	BBO/Swim/Climb for Kids, Families and Volunteers	\$650.00			
2	Boreal Adventure Running Association	#1 PA	Yukon River Trail Marathon		\$500.00	\$574.00 In 2013	\$ 500.00
3	Breakdancing Yukon Society	#1 LD	Dance Teacher Training Program and Summer Camps		\$6,000.00	\$5,400.00 In 2013	\$ 5,000.00
4	Climb Yukon Association	#1 CAP	Porter Creek Secondary School Climbing Wall		\$3,250.00	NEW Applicant	\$ 2,500.00
5	Community Choir of Whitehorse Society	#1 PA	Wages for Artistic Personnel	\$5,500.00	\$9,000.00	\$8,500.00 In 2013	\$ 7,000.00
		#2 EQ (Min)	Sheet Music and Practice CD's	\$3,000.00			
		#3 LD	Professional Development	\$500.00			
6	Cycling Association of Yukon	#1 LD	Yukon Cycling Development Camp		\$2,075.00	\$900.00 In 2013	\$ 1,500.00
7	Freedom Trails Therapeutic Riding Association	#1 PA	Therapeutic Horseback Riding Program		\$5,000.00	\$4,000.00 In 2013	\$ 4,000.00

8	Gwaandak Theatre Society	#1 PA	Gwaandak Theatre Summer Play Readings	\$2,000.00	\$2,500.00	\$2,000.00 In 2013	\$ 2,000.00
		#2 LD	Leadership Development	\$500.00			
9	Jazz Yukon	#1 PA	Jazz in the Hall		\$3,700.00	\$3,200.00 In 2013	\$ 2,500.00
10	Special Olympics Yukon	#1 PA	Golf Program Fees	\$1,500.00	\$4,500.00	\$4,500.00 In 2013	\$ 1,500.00
		#2 PA	Administration	\$3,000.00			
11	Tennis Yukon Association	#1 PA	Junior Team Tennis Program		\$1,320.00	\$15,000.00 In 2013	\$ 1,220.00
12	The Heart of Riverdale Community Centre Society	#1 PA	Kids Rock Band Camp		\$1,525.00	NEW Applicant	\$ 1,000.00
13	Victoria Faulkner Women's Centre	#1 PA	Moms and Kids Summer Recreation Program		\$6,574.40	\$7,000.00 In 2013	\$6,570.00
14	Whitehorse Concerts	#1 PA	Community Educational Outreach Program		\$2,500.00	\$1,200.00 In 2013	\$ 2,000.00
15	Yukon Association for Community Living	#1 PA	Celebrate Summer Inclusively		\$2,000.00	\$2,000.00 In 2013	\$ 2,000.00
16	Yukon Breeze Sailing Society	#2 CAP	Storage Unit Purchase	\$4,550.00	\$15,610.00	NEW Applicant	\$5,430.00
		#3 LD	Instructor Training	\$880.00			
17	Yukon Canoe and Kayak Club	#1 CAP	Schwatka Race Base (flat water paddling development)		\$18,000.00	\$1,365.00 In 2013	\$ 9,000.00

18	Yukon Music Camp Society	#1 PA	Yukon Summer Music Camp		\$7,000.00	\$5,000.00 In 2013	\$ 5,000.00
	Total: 18 Applications		Total Amount Requested:		\$119,954.40		
			Total Amount Available:		\$69,774.25		\$ 61,120.00

PA = Program Assistance LD = Leadership Development CAP =Capital EQ = Equipment Min = Minor/Maj = Major O&M = Operation and Maintenance

Appendix "B" Spring 2014 Recreation Grants Category 2 (Recreation Facilities/Parks)

#	Applicant	Priority and Type	Project	Subtotals	Amount Requested	Last Funded	Amount Recommended
1	Biathlon Yukon/Whitehorse Biathlon Club	#1 O&M	Facilities and Equipment		\$4,200.00	\$4,000.00 In 2013	\$ 3,000.00
2	Friends of Mount Sima	#1 O&M	Operation and Maintenance		\$100,000.00	NEW Applicant	\$ 25,000.00
3	Golden Age Society	#1 O&M	Operation and Maintenance		\$9,000.00	\$610.00 In 2007	\$ 6,000.00
4	Granger Community Association	#1 CAP	Sprinkler Irrigation System		\$3,000.00	\$3,636.46 In 1998	\$ 3,000.00
5	Mountain View Golf Club	#1 O&M	Electrical Assistance		\$15,000.00	\$13,500.00 In 2013	\$ 9,000.00
		<u>OR</u>					
		#2 O&M	Insurance		\$15,000.00		
6	Whitehorse Cross Country Ski Club	#1 O&M	Operation and Maintenance	\$16,000.00		\$18,500.00 In 2013	\$ 12,000.00
		#2 CAP	Signage Project (Phase 3)	\$2,000.00	\$18,000.00		
Total: 6 Applications				Total Amount Requested:	\$164,200.00		\$ 58,000.00
				Total Amount Available for Category 2 and 3:	\$110,000.00		

CAP = Capital O&M = Operation and Maintenance PA = Program Assistance

Appendix "C" Spring 2014 Recreation Grants Category 3 (Arts/Cultural Facilities)

#	Applicant	Priority and Type	Project	Subtotals	Amount Requested	Last Funded	Amount Recommended
1	Guild Society	#1 O&M	Utilities Support		\$13,000.00	\$13,000.00 In 2013	\$ 8,000.00
2	MacBride Museum	#1 O&M	MacBride Heritage Programmer		\$20,000.00	\$15,000.00 In 2013	\$ 11,000.00
3	Miles Canyon Historic Railway Society	#1 O&M	Operation and Maintenance		\$20,000.00	\$5000.00 In 2013	\$ 11,360.00
4	Yukon Art Centre	#1 PA	Youth Arts Education		\$3,640.00	\$3,012.00 In 2013	\$ 3,640.00
5	Yukon Church Heritage Society/Old Log Church Museum	#1 O&M	Operation and Maintenance		\$9,000.00	\$8,000.00 In 2013	\$ 6,000.00
6	Yukon Transportation Museum Society	#1 O&M	Operation and Maintenance		\$20,000.00	\$20,000.00 In 2013	\$ 12,000.00
	Total: 6 Applications		Total Amount Requested:		\$85,640.00		\$ 52,000.00
			Total Amount Available for Category 2 and 3:		\$110,000.00		

CAP = Capital O&M = Operation and Maintenance PA = Program Assistance

MONTHLY ACTIVITY REPORT – April 2014
Director Community & Recreation Services

Accomplishments:

1. Completed initial review and scoping with consultant regarding the Job Evaluation Program's 5 year review
2. Initiated a strategic planning process with the CCMARD Advisory Committee
3. Began implementation of the Transit Department's staffing re-organization to integrate a supervisor position

Current Efforts:

1. Meeting with sport groups regarding upcoming significant events
2. Participating in strategic planning and facilitator training
3. Preparing for upcoming meetings and CASMs

Planned Activities:

1. Bring forward updated Parks Maintenance Policy and Trail Maintenance Policy
2. EMO Training
3. 1 Year review of MOU with YG Tourism

Critical Statistics:

MONTHLY ACTIVITY REPORT – April 2014
Outreach and Events

Accomplishments:

1. Successfully hosted the 2013 Volunteer of the Year reception
2. Hosted the Milestone Celebration recognizing Dave Stockdale and his 30 years of commitment to Yukon politics
3. Received, processed, interviewed and checked references for applicants interested in participating in the 2014 Ushiku Japan Sister City Exchange Program

Current Efforts:

1. Selecting and orientating City of Whitehorse Ambassadors for the 2014 Ushiku Japan Sister City Exchange Program
2. Planning, organizing and coordinating logistics for the City's participation in the Lions Yukon tradeshow, 20 Minute Makeover and Seniors Tea
3. Adjudication of the Spring Rec Grants and preparation of Rec Grant Task Force recommendations for Council review

Planned Activities:

1. Crestview Trail Task Force meetings
2. Lancieux Sister City flag raising event preparations
3. CGC emergency generator ribbon cutting ceremony preparations

Critical Statistics:

2014			
May	2-4	Fri/Sat /Sun	Yukon Lions Tradeshow
May	7	Wed	20 min Make over
May	14	Wed	Clara Hughes in Whitehorse
June	11	Wed	Seniors Tea
July	11 to 21	Sat to Sat	Uskihu Exchange (Japan Hosting)
August	26	Tues	Flag Raising – Lancieux France

MONTHLY ACTIVITY REPORT – April 2014
Parks and Trails

Accomplishments:

1. Completed removal of light decorations from trees
2. Reviewed and updated Parks Plan for various areas
3. Completed equipment and building preparations for summer season

Current Efforts:

1. Completing recruitment process for upcoming summer season
2. Organizing Community clean-up program and awarding seasonal contracts for services
3. Preparing for Parks staff orientation on May 14

Planned Activities:

1. 20 Minute Makeover event on May 7
2. Provide support for Chamber of Commerce planter box program
3. Unveiling and celebration of new Raven Steals the Sun display

Critical Statistics:

MONTHLY ACTIVITY REPORT – April 2014

Recreation and Facility Services

Accomplishments:

1. Ice Removal for Takhini Arena and CGC Atco ice
2. Spring user group meetings completed
3. Supported community special events/tournaments

Current Efforts:

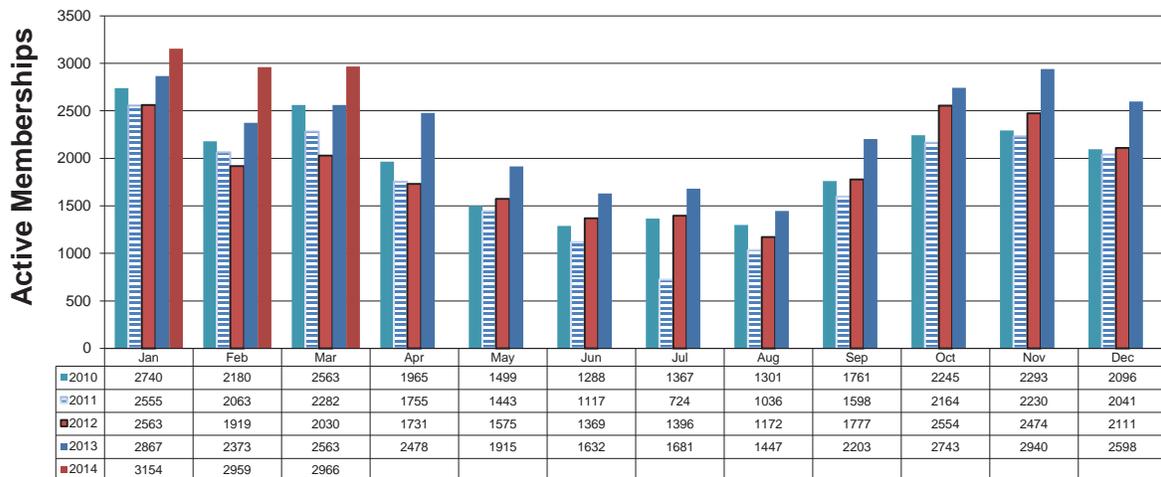
1. Day Camp staff hiring
2. Special events including Lions Trade Show and Order of the Eastern Star convention
3. Joint Use Agreement review with YG Department of Education

Planned Activities:

1. Summer camp planning and programming – Registration May 12
2. Lifesaving Society lifeguard practices review
3. Summer ice scheduling

Critical Statistics:

Canada Games Centre Memberships



Monthly Activity

■ 2010
 ■ 2011
 ■ 2012
 ■ 2013
 ■ 2014

MONTHLY ACTIVITY REPORT – April 2014

Transit Services Department

Accomplishments:

1. CASM on YG Education partnership discussions
2. Annual Drivers Training completed
3. Participated in Strategic Planning & Facilitator Training

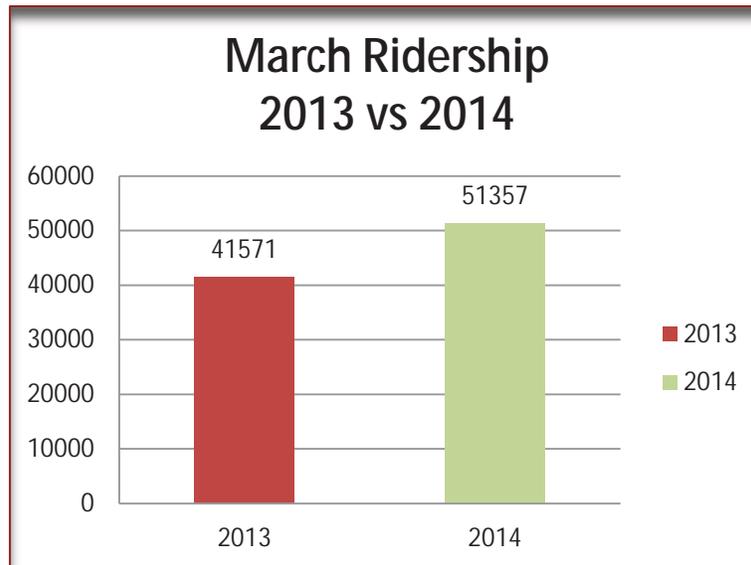
Current Efforts:

1. Transit Org Review Implementation
2. Whistle Bend transit service options review
3. YG Education next step for high school students

Planned Activities:

1. Transit Infrastructure inventory
2. Transit passenger stop usage
3. Whistle Bend transit route confirmation

Critical Statistics:



This represents a 19% increase in Ridership.

CITY OF WHITEHORSE
PUBLIC HEALTH AND SAFETY COMMITTEE

Date Monday, May 5, 2014

Location: Council Chambers, City Hall



Chair: Dave Stockdale Vice Chair: Kirk Cameron

Pages

- | | |
|--|-------|
| 1. Monthly Activity Reports - For Information Only | 1 - 2 |
| 1.1. Bylaw Services | |
| 1.2. Fire Department | |
| 2. New Business | |

Chairperson shall ask if there is anyone present who wishes to speak to the Committee

MONTHLY ACTIVITY REPORT – April 2014
Bylaw Services Department

Accomplishments:

1. Newspaper ad reminding snowmobiler's of exposed vegetation and importance of staying on designated trails
2. Newspaper ad reminding owners to clean up after their pets
3. Traffic control for hockey tournament at CGC and Takhini Arena

Current Efforts:

1. Mapping of Motorized Multiple Use trails for Google Earth
2. Bylaw informational booth for tradeshow
3. Promoting new Bicycle Bylaw – Info booth set up at CGC, issuance of pamphlets to bicycle shops

Planned Activities:

1. Traffic control for Trade Show
2. Review feedback from Vehicle for Hire industry with YG
3. Bicycle safety school presentations with RPAY

Statistics as of the end of last month (March 2014):

- ◆ Number of accessible parking violation tickets issued this month = 13
- ◆ Number of parking infraction tickets issued this month = 2583
- ◆ Number of Complaints YTD investigated 2013 = 511 vs 2014 = 615

MONTHLY ACTIVITY REPORT – April 2014

Fire Department

Accomplishments:

1. Staff members completed Ice Rescue recertification courses
2. Data input for Fire Department Strategic Plan completed and sent to consultants
3. 2013 Pumper is awaiting transport from Abbotsford and should arrive in Whitehorse in early May

Current Efforts:

1. Preparations underway for “Fire Opp’s” day on June 7th.
2. Preparations for retirement dinner on 23 May for Chief Sparks
3. Preparations for Emergency Operations Center training last week of May

Planned Activities:

1. Start Blue Card Command training for Fire Department Officers
2. Joint training with Wildland Fire Management
3. Recruitment of a Deputy Fire Chief

Critical Statistics:

Type of Call

Type of Call	Fire Suppression March 2014			
	March 2014	Year To Date	Fire Dollar Loss	Property Saved
Alarm no fire	18	72	\$0.00	\$0.00
False alarm	1	2	\$0.00	\$0.00
Carbon Monoxide Alarm	5	19	\$0.00	\$0.00
Imminent fire hazard	0	0	\$0.00	\$0.00
Chimney fire	3	9	\$0.00	\$0.00
Motor vehicle accident	3	13	\$0.00	\$0.00
Public Hazard	4	0	\$0.00	\$0.00
Hazardous Materials incident	0	2	\$0.00	\$0.00
Trash/rubbish	1	3	\$0.00	\$0.00
Grass/brush	1	1	\$0.00	\$0.00
Rescue	0	3	\$0.00	\$0.00
Assist other agency	1	7	\$0.00	\$0.00
Vehicle fire	1	1	\$29,000.00	\$0.00
Structural fire	0	144	\$10,000.00	\$1,990,000.00
Totals	38	276	\$39,000.00	\$1,990,000.00

NOTE: Imminent fire hazards and the associated value of the property saved are a result of incidents such as a pot left on the stove that, which left unattended, would probably result in a fire in the kitchen. The value of the property saved is the potential damage that could occur if the condition was not noticed.

Alarm-no-fire incidents are calls for service that can be considered “well intentioned” such as a smell of smoke in a building, an alarm system that detects an abnormality in the building or a system that malfunctions due to a component failure. False alarms are calls for service that are deliberate by somebody when there is absolutely no reason to call the Fire Department.

Please note that Carbon Monoxide alarm incidents are now being tracked as a separate category

March 2014

	March	Year to Date
Fire Prevention Activities		
Public Fire Prevention Inquiries	3	8
Public Education and Relations (Schools Offices, etc.)	4	7
Fire Safety Inspections (site visits)	7	43
Plan Reviews	0	1
Fire Protection System Inquiries	3	8
Fire Drills/ Evac Planning (assist with planning & audit drills)	1	3
Telephone Inquiries -- Fire Safety	2	5
Telephone Inquiries -- Code Items	3	14
Telephone Inquiries -- Fire Protection Systems	2	5
Fire Inspections -- Shifts	30	65
Total Fire Prevention Activities	55	159
Training Activities		
Training of Casual Firefighters	0	0
Full-time Member training	34	71
Volunteer Training	24	52
Driver Training	26	39
Other Training	0	3
Recruit Training	0	0
Total Training Hours	84	165

CITY OF WHITEHORSE
DEVELOPMENT SERVICES COMMITTEE AGENDA

Date Monday, May 5, 2014

Location: Council Chambers, City Hall

Chair: Betty Irwin Vice Chair: John Streicker



Pages

1. Monthly Activity Report - For Information Only
 - 1.1. Director of Development Services
 - 1.2. Environmental Sustainability
 2. New Business
- 1 - 2

Chairperson shall ask if there is anyone present who wishes to speak to the Committee

MONTHLY ACTIVITY REPORT – April 2014

Director of Development Services

Accomplishments:

1. Attended strategic planning sessions
2. Attended Local Government Leadership Institute Facilitation Workshop
3. Worked on Northern Housing Trust Project with Yukon Housing Corporation

Current Efforts:

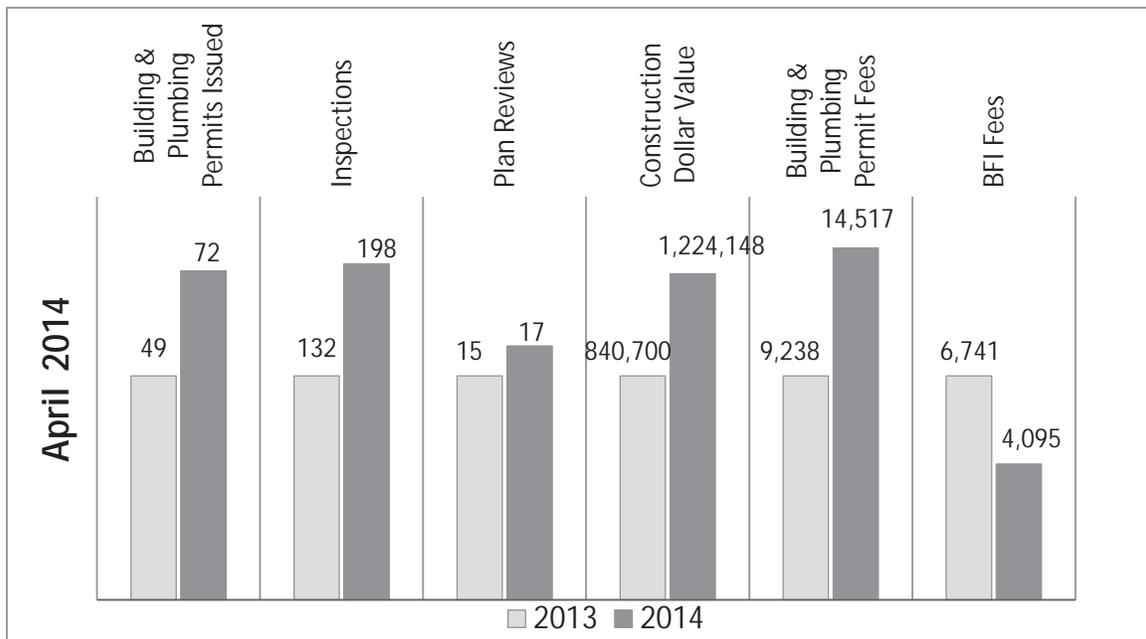
1. Attending meetings with Government of Yukon and KDFN on various land issues
2. Working on amendments to Building and Plumbing Bylaw
3. Attending Yukon Housing Corporation contractors meetings

Planned Activities:

1. Continue work on Yukon Housing Action Plan
2. Attend BC Land Summit
3. Attend EMO training

Monthly Building Statistics for April

	<u>2014</u>	<u>2013</u>
Total Building & Plumbing Permits issued	72	49
Total Inspections	198	132
Total Plan Reviews	17	15
Total Construction Dollar Value	1,224,148	840,700
Total Building & Plumbing Permit Fees	14,517	9,238



MONTHLY ACTIVITY REPORT – April 2014

Environmental Sustainability

Accomplishments:

1. Transportation Demand Management (TDM) plan adopted
2. Implementation of home energy labelling requirement on April 1
3. New Waste Diversion Technical Assistant staff person started and has begun meeting with businesses to discuss waste management

Current Efforts:

1. Preparing display and materials for Trade Show
2. Ordering larger bins for organic collection pilot project to assist businesses with larger quantities of organics
3. Preparing for bike awareness month activities (including biking scavenger hunt) in May

Planned Activities:

1. Presentation to contractors and realtors regarding home energy labelling (hosted by Yukon Housing Corporation)
2. Release of Request for Proposals for Sustainability Plan update
3. Review and assess input received from country residential engagement regarding waste management services

Critical Statistics:

CITY OF WHITEHORSE
CORPORATE SERVICES COMMITTEE AGENDA

Date Monday, May 5, 2014

Location: Council Chambers, City Hall



Chair: John Streicker Vice Chair: Betty Irwin

	Pages
1. Amend Fees & Charges	1 - 5
2. Monthly Activity Reports - For Information Only	6 - 11
2.1. City Manager	
2.2. Director of Corporate Services	
2.3. Business and Technology Systems	
2.4. Financial Services	
2.5. Human Resources	
2.6. Strategic Communications	
3. New Business	

Chairperson shall ask if there is anyone present who wishes to speak to the Committee

ADMINISTRATIVE REPORT

TO: Corporate Services Committee
FROM: Administration
DATE: May 5, 2014
RE: Amend Fees & Charges Bylaw

ISSUE

Amendments to the Fees and Charges Bylaw

REFERENCE

Fees and Charges Manual

HISTORY

As part of the quarterly review of fees and charges, the Financial Services Department compiles a list of suggested additions and deletions to the City's Fees and Charges as submitted by the management group.

ANALYSIS

Following is a list of all the requests received:

- In an effort to overcome the difficulty of selling the growing output of bulk compost, administration would like to introduce new fees for the sale of cured compost in bulk at a reduced price and eliminate the old non-metric fee. The new fees would enable larger volume purchasers to acquire more compost for a better price. The effect on revenue will likely be none or minimal as the increase in sales should offset any reduction in total revenues expected. New rates will come into effect June 1, 2014. If this fee is not approved, the effect would be the dilemma of growing output of compost as well as decreased revenues from compost sale.

ALTERNATIVES

1. Adopt the new fees and charges as recommended
2. Do not adopt the new fees and charges
3. Change the fees and charges recommendations

ADMINISTRATIVE RECOMMENDATION

THAT Council direct that Bylaw 2014-22, a bylaw to amend the Fees and Charges Bylaw, be brought forward for due consideration under the bylaw process.

CITY OF WHITEHORSE

BYLAW 2014-22

A bylaw to amend Fees and Charges Bylaw 98-12

WHEREAS all municipal fees and charges levied by the City of Whitehorse are consolidated in one bylaw; and

WHEREAS section 220 of the *Municipal Act* (R.S.Y. 2002) provides that council may by bylaw amend or vary bylaws; and

WHEREAS it is deemed desirable that the Fees and Charges Bylaw be amended to implement new fees for the bulk sale of cured compost;

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

1. The fee schedule attached to and forming part of Fees and Charges Bylaw 98-12 is hereby amended by repealing existing Schedule 9 and substituting therefore a new Schedule 9, attached hereto as Appendix "A" and forming part of this bylaw.
2. This bylaw shall come into full force and effect upon the final passing thereof.

FIRST and SECOND READING:

THIRD READING and ADOPTION:

Mayor

City Clerk

CITY OF WHITEHORSE

BYLAW 2014-22

Explanatory Notes:

The attached bylaw amends the Fees and Charges Bylaw to reflect changes required to be implemented as of the first of June, 2014 in order to maximize potential benefits this summer. The changes include the introduction of two new fees and the elimination of one fee.

In an effort to overcome the difficulty of selling the growing output of bulk compost, administration has introduced two new fees for the bulk sale of cured compost at a reduced price and eliminated the old non-metric fee. The new fees will enable larger volume purchasers to acquire more compost for a better price.

		Bylaw 2014-22	
		Approved Fee	Date Fee Effective
	FEE DESCRIPTION		Units
Waste	Eligible premises	10.30	Unit/month
Waste	Eligible premises - 2 Carts at \$10.30 + \$2.00 admin fee	22.60	Unit/month
Waste	Industrial, Commercial & Institutional (ICI) Customers - Collection	8.00	Per month
Waste	Industrial, Commercial & Institutional (ICI) Customers - Per Cart	4.00	Per month
Waste	Sorted compostable waste; loose or in approved compostable bags	26.00	Tonne
Waste	Organic material - small load	5.00	Per load
Waste	Organic material - bagged in compostable bags - 8-20kg	3.00	Per load
Waste	Recyclable Waste	0.00	No charge
Waste	animal carcasses-small	7.00	Each
Waste	animal carcasses-large	15.00	Each
Waste	Asbestos - in addition to C&D tipping fee	160.00	Per load
Waste	minimum charge - to be weighed	35.00	Each
Waste	Bulky items ie. Couch, recliners etc.	10.00	Each
Waste	Bedsprings, mattresses	15.00	Each
Waste	C&D and wood - small load	23.50	Each
Waste	C&D Sorted large load - to be weighed	87.00	Tonne
Waste	Clean fill	0.00	Each
Waste	Designated municipal historic resource	0.00	Each
Waste	Large metal recovery (small load)	23.90	Each
Waste	Large metal recovery (weighed)	70.55	Tonne
Waste	Re-useable items	charged per item as per relevant category	
Waste	White goods	15.00	Each
Waste	White goods (containing refrigerant)	40.00	Each
Waste	Residual waste-up to 8 bags	5.00	1 to 8 bags
Waste	Small load (Max 2mX2.5mX.3m or 6'X8'X2')	10.00	Each
Waste	Medium load (Max 2mX2.5mX1.2m or 6'X8'X4')	20.00	Each
Waste	Sorted large load - to be weighed	87.00	Tonne
Waste	Sorted waste from outside city boundaries	145.00	Tonne
Waste	Volume equivalent for properly sorted residual or C&D waste	15.00	Cubic metre
Waste	C&D unsorted large load - to be weighed	250.00	Tonne
Waste	Soil mixed with other controlled waste	250.00	Tonne

		FEE DESCRIPTION		Bylaw 2014-22		
				Approved Fee	Date Fee Effective	Units
Waste	Mixed Waste		Un-sorted large load - to be weighed	250.00	23-Feb-09	Tonne
Waste	Mixed waste		Un-sorted waste from outside city boundaries	250.00	1-Jan-10	Tonne
Waste	Mixed waste		volume equivalent for contaminated residual or C&D waste	30.00	1-May-13	Cubic metre
Waste	Banned Landfill Waste		E-Waste - Audio - Small	5.00	1-Jan-12	Each
Waste	Banned Landfill Waste		E-Waste - Audio - Large	10.00	1-Jan-12	Each
Waste	Banned Landfill Waste		E-Waste - Computer - Small	10.00	1-Jan-12	Each
Waste	Banned Landfill Waste		E-Waste - Computer - Large	15.00	1-Jan-12	Each
Waste	Banned Landfill Waste		E-Waste - Monitors - Small Flat	15.00	1-Jan-12	Each
Waste	Banned Landfill Waste		E-Waste - Monitors - Large Flat	30.00	1-Jan-12	Each
Waste	Banned Landfill Waste		E-Waste - Monitors - Small CRT	20.00	1-Jan-12	Each
Waste	Banned Landfill Waste		E-Waste - Monitors - Large CRT	40.00	1-Jan-12	Each
Waste	Banned Landfill Waste		E-Waste - Handheld	1.00	1-Jan-12	Each
Waste	Banned Landfill Waste		E-Waste - Copy Equipment - Small	10.00	1-Jan-12	Each
Waste	Banned Landfill Waste		E-Waste - Copy Equipment - Large	40.00	1-Jan-12	Each
Waste	Banned Landfill Waste		Tires with an inner diameter greater than 62 cm (24.5 inches)	40.00	1-May-13	Each
Waste	Other		clean-up of waste not disposed of properly or spilled on street or lane	actual	22-Jun-98	Each
Waste	Other		Load inspection fee	100.00	1-Jan-10	Per inspection
Waste	Other		removal of condemned waste receptacle	actual	28-Jun-99	Each
Waste	Other		removal of waste receptacle on street other than collection day	actual	28-Jun-99	Each
Waste	Other		testing weigh scale for accuracy	actual	28-Jun-99	Each
Waste	Other		Uncovered Load	250.00	23-Feb-09	Each
Waste	Permit		Permit to Collect Waste	0.00	30-May-12	Each
Waste	Permit		Permit to Dispose Waste	0.00	30-May-12	Each
Waste	Permit		Permit to Transport Waste	0.00	30-May-12	Each
Waste	Permit		Scavenger Permit	100.00	23-Feb-09	Each
Waste	Compost Sale		1-9 cubic metres bulk compost	45.00	1-Jun-14	cubic metre
Waste	Compost Sale		10 + cubic metres bulk compost	25.00	1-Jun-14	cubic metre

MONTHLY ACTIVITY REPORT – April 2014

City Manager

Accomplishments:

1. City Manager started April 14
2. Staff orientation and facility tours
3. Chaired Total Management meeting & participated in Strategic Planning

Current Efforts:

1. Organizational Check in – follow up work regarding findings report
2. Ongoing staff and facility tours

Planned Activities:

1. Follow up actions from Strategic Planning
2. Public Communications Strategy
3. Attend Association Yukon Communities AGM

Critical Statistics:

MONTHLY ACTIVITY REPORT – April 2014

Director of Corporate Services

Accomplishments:

1. Building Consolidation project – report review and presentation
2. Specified Procedures Report finalization
3. Asset Management Strategy project work

Current Efforts:

1. Strategic planning sessions
2. Actioning local government facilitator course for management and staff
3. Launch 2014 Biennial Citizen Survey

Planned Activities:

1. Strategic Planning sessions follow up
2. 2014 Biennial Citizen Survey follow up
3. Grant making follow up CASM

Critical Statistics:

MONTHLY ACTIVITY REPORT – April 2014

Business and Technology Systems

Accomplishments:

1. Replaced City cellular devices with new devices
2. Replaced firewall hardware and updated firewall rules
3. Verified City systems are unaffected by “heartbleed” vulnerability

Current Efforts:

1. Finalizing cell phone contract
2. YG motor vehicles data import/export and sanctions file
3. Participating in strategic planning and LGL facilitator program

Planned Activities:

1. Updated version of Worktech (called Pearl) deployment
2. Replace corporate anti-malware software
3. Locate and map City and YG fibre optic infrastructure

Critical Statistics:

MONTHLY ACTIVITY REPORT – April 2014

Financial Services

Accomplishments:

1. Fiscal year-end 2013 audit preparation
2. Completed recruitment and training for vacant positions including developmental opportunities within the department
3. Budget task force initiation/public input planning

Current Efforts:

1. Participate in 2013 audit with auditors on site including development of year-end financial statements
2. Budget task force public input development
3. Tax notice preparation

Planned Activities:

1. Implementation of new collective agreement provisions including retroactive adjustments
2. Fixed asset module revision and continued participation with asset management project
3. PSAB contaminated sites project progression

Critical Statistics:

MONTHLY ACTIVITY REPORT – April 2014
Human Resources

Accomplishments:

1. Ratification of Y022/23 contracts
2. Job Evaluation 5 year review scoping session
3. First round of IAFF negotiations

Current Efforts:

1. Contract language updates and implementation Y022 & Y023
2. Organizational Review Draft report received
3. Administrative Directive updates

Planned Activities:

1. Actions stemming from Organizational Check-in
2. HRIS implementation
3. Management meetings to discuss Y023 contract changes and interpretation

Critical Statistics:

MONTHLY ACTIVITY REPORT – April 2014
Strategic Communications and Customer Service

Accomplishments:

1. Cross departmental team for website and advertising improvements
2. Support for events including, longest serving politician and fire chief ceremony
3. Communications for Council and departments (see below)

Current Efforts:

1. Marketing Strategy implementation
2. Public engagement calendar – developing a new tool
3. Communications support for Council and departmental initiatives

Planned Activities:

1. Strategic planning communications
2. Review graphic standards
3. Citizens First Work Team

Critical Statistics:

Press releases

- City announces new Fire Chief
- New home energy labelling requirement
- Mayor's poetry city challenge
- City ratifies negotiated agreements
- Longest serving politician in Yukon
- Volunteer of the year announced
- Financial procedures report released
- Clean across Whitehorse challenge

Public service announcements

- Country residential waste survey
- Mayor's meetings on land sales for Downtown and Porter Creek
- Draft regional parks plan released
- Takhini town hall meeting
- Citizen survey launched
- Pool closure this weekend