

CITY OF WHITEHORSE – STANDING COMMITTEES

Monday, May 30, 2016 – 5:30 p.m.

Council Chambers, City Hall

CALL TO ORDER

ADOPTION OF AGENDA

PROCLAMATIONS National Health and Fitness Day – First Saturday in June

DELEGATES Lesley Cabott and Doug Gonder – Request for OCP Amendment

COMMUNITY SERVICES COMMITTEE

1. CCMARD – 2016 Action Plan
2. Arctic Winter Games 2020
3. Robert Service Campground Operating Agreement
4. Trail Issue Resolution – Dawson Road, Wolf Creek
5. New Business

PUBLIC HEALTH AND SAFETY COMMITTEE

1. Amend Emergency Services Bylaw
2. New Business

DEVELOPMENT SERVICES COMMITTEE

1. New Business

CORPORATE SERVICES COMMITTEE

1. Amend Council Remuneration Bylaw
2. New Business

CITY PLANNING COMMITTEE

1. Public Input Report – Conditional Use at 3 Maple Street
2. New Business

CITY OPERATIONS COMMITTEE

1. New Business



PROCLAMATION
NATIONAL HEALTH AND FITNESS DAY
First Saturday in June

WHEREAS:

The City of Whitehorse wishes to increase awareness of the significant benefits of physical activity; and

The City encourages all citizens to increase their level of physical activity; and

We have public facilities to promote health and fitness for people of all ages and abilities; and

Our mountains, lakes, forests, parks and wilderness offer abundant recreational and fitness opportunities; and

We encourage our citizens to participate in recreational sports and other health and fitness activities; and

Canadian Environment Week is observed throughout the country in early June, and walking and cycling are great ways to reduce vehicle pollution and improve physical fitness; and

On June 4th the City of Whitehorse will be offering membership incentives at the Canada Games Centre to promote increased participation in health and fitness activities, and members will be encouraged to bring a friend for free;

NOW THEREFORE

I, Mayor Dan Curtis, do hereby proclaim June 4th, 2016 to be ***National Health and Fitness Day*** in the City of Whitehorse.

Dan Curtis
Mayor

**CITY OF WHITEHORSE
COMMUNITY SERVICES COMMITTEE**

Date: Monday, May 30, 2016

Location: Council Chambers, City Hall

Chair: Samson Hartland **Vice-Chair:** Jocelyn Curteanu



	Pages
1. CCMARD – 2016 Action Plan	1 - 3
2. Arctic Winter Games 2020	4 - 5
3. Robert Service Campground Operating Agreement	6 - 25
4. Trail Issue Resolution – Dawson Road, Wolf Creek	26 - 28
5. New Business	

ADMINISTRATIVE REPORT

TO: Community Services Committee
FROM: Administration
DATE: May 30, 2016
RE: Canadian Coalition of Municipalities Against Racism and Discrimination Advisory Committee (CCMARD) – 2016 Action Plan

ISSUE

Approval of the 2016 Action Plan for the CCMARD Advisory Committee

REFERENCE

CCMARD 2016 Draft Action Plan (attached)

HISTORY

Each year the City's Advisory Committees are asked to prepare an action plan to guide their work for the upcoming year. The CCMARD Advisory Committee has spent a portion of their monthly meetings since the beginning of the year developing their action plan and priorities.

ALTERNATIVES

1. Approve the Draft Action Plan for CCMARD.
2. Refer the Action Plan back to the CCMARD Advisory Committee with additional direction.

ANALYSIS

The Committee has developed an action plan that meets what they feel reflects the direction given them through the committee's Terms of Reference. They are focusing on monitoring some of the City's internal policy/program development, providing some outreach activities and exploring areas where there may be racism and discrimination issues in the community.

The Committee has identified their top 3 priorities for 2016 as:

1. Monitor the City's progress on the TRC Calls to Action for municipalities
2. Contact different cultural and religious groups that may have concerns
3. Explore youth issues of racism and discrimination

ADMINISTRATIVE RECOMMENDATION

THAT Council approve the 2016 Draft Action Plan for CCMARD.

Draft CCMARD Advisory Committee Action Plan 2016/2017

	Goal	Purpose	Details/Action
1	Monitor the City's progress on TRC Calls to Action for municipalities	<ul style="list-style-type: none"> Encourage continued progress towards reconciliation Ensure consultations are being accomplished by City 	<ul style="list-style-type: none"> Updates on the Calls to Action by the City will be a regular agenda item at monthly meetings
2	Ensure that other agencies, community groups and YG are aware of the role of CCMARD in the City	<ul style="list-style-type: none"> In the event that relevant items need to be directed to the City from other agencies or community groups they can be forwarded for CCMARD to make recommendations on 	<ul style="list-style-type: none"> Prepare a small pamphlet or newsletter to share with YG and other community agencies and groups
3	Contact different cultural and religious groups that may have concerns	<ul style="list-style-type: none"> To determine any issues To develop positive relations Encourage increased understanding 	<ul style="list-style-type: none"> Offer to attend their regular meetings and share the purpose of CCMARD Use CRF contact list for communication with groups Contact MCY special groups
4	Review Human Resources Department practices related to "protected grounds" in the Yukon Human Rights legislation	<ul style="list-style-type: none"> Ensure there are no systemic barriers 	<ul style="list-style-type: none"> Recruitment Policy LGBTQQI training
5	Prepare community public messages around relevant dates to promote inclusion	<ul style="list-style-type: none"> Utilize the relevant dates as an opportunity to promote inclusion and draw attention to social issues 	<ul style="list-style-type: none"> Develop key messages that can be utilized for press releases, proclamations etc.
6	Review City policies, plans, programs and services and provide input as requested	<ul style="list-style-type: none"> To provide a lens of inclusivity 	<ul style="list-style-type: none"> Review items the City forwards for CCMARD recommendations/input
7	Explore the idea of a public project that would	<ul style="list-style-type: none"> Practice inclusion with a final result 	<ul style="list-style-type: none"> Explore potential public art piece

	demonstrate multicultural inclusion		
8	Explore opportunities to partner with other agencies to provide intercultural training/ education in the community	<ul style="list-style-type: none"> • Provide education and awareness as a first step to understanding and inclusion 	<ul style="list-style-type: none"> • Review curriculum being developed at the Multicultural Centre
9	Explore youth issues of racism and discrimination	<ul style="list-style-type: none"> • Provide an opportunity for a youth voice on issues of racism and discrimination in the community 	<ul style="list-style-type: none"> • Contacting MCY youth group to have a meeting and discuss • Contact BYTE and High School's social justice groups • Contact Youth Councils for First Nations Governments
10	Provide messaging to the community around balancing/fairness/equity housing/employment needs of refugees and temporary foreign workers and residents in need	<ul style="list-style-type: none"> • Public education and leadership in messaging is required to deal with various community issues of citizens experiencing feelings of being marginalized 	<ul style="list-style-type: none"> • Develop a sub committee to review • Identify opportunities for distribution of messaging
11	Prepare an annual report and an action plan to be presented to City Council	<ul style="list-style-type: none"> • To provide an opportunity to communicate the work of the advisory committee to Council and the public 	<ul style="list-style-type: none"> • Submit the 2016 Action Plan to Mayor & Council for approval and schedule review periods

ADMINISTRATIVE REPORT

TO: Community Services Committee
FROM: Administration
DATE: May 30, 2016
RE: Arctic Winter Games 2020

ISSUE

Request from Yukon Government for the City of Whitehorse to consider hosting the Arctic Winter Games (AWG) in 2020.

REFERENCE

Letter from Minister Dixon dated April 28, 2016

HISTORY

The AWG occurs every 2 years and rotates among the permanent partners of the Arctic Winter Games (Alaska, Greenland, Northern Alberta, NWT, Nunavut, and Yukon). There are currently three “guest units” that participate including Yamal Nenets, Sapmi and Nunavik, Quebec.

Whitehorse last hosted the AWG in 2012. The 2020 AWG was scheduled to be hosted by Nunavut however the Nunavut Government recently advised that they would be unable to host any more than 9 of 21 sports and were therefore withdrawing.

The Yukon Government has been approached and asked to consider hosting the 2020 Games. Yukon Government Community Services Minister, Minister Dixon, has in turn approached the City with a request to consider hosting. The Yukon and Whitehorse would previously have been on the rotation schedule to host in 2024. If the City agrees to host the 2020 AWG they would enter into negotiations to sign a contract with the AWG International Committee.

ALTERNATIVES

1. Advise Yukon Government that Whitehorse will consider the request to host the 2020 Arctic Winter Games and will enter into contract negotiations with the AWG International Committee.
2. Advise the Yukon Government that Whitehorse is not willing to consider hosting the Arctic Winter Games in 2020.
3. Request additional information prior to considering the request.

ANALYSIS

The City of Whitehorse has the required sport and recreation infrastructure and is well positioned to host the AWG. The community has experience hosting significant events and sport leadership and volunteerism remains strong.

Arctic Winter Games is an important opportunity for approximately 3000 young athletes, coaches, officials and is key to sport development in the Yukon and circumpolar north. The economic impact for the community is also significant. The City has been advised from Sport Yukon that sport organizations are willing to host the sport competitions and are supportive of the City hosting the Games.

If the City is willing to host in 2020 a contract will need to be negotiated with the Arctic Winter Games International Committee and a host society will need to be formed. This would require a commitment that impacts future Councils but this is always the case with any significant Games hosting due to the lead time required for planning.

The City's past AWG contribution of \$250,000 in-kind and \$250,000 cash is a reasonable commitment to anticipate for budgeting purposes. In reviewing the summary of revenues and expenditures from 2008-2014 AWG the average revenue was \$5,932,026 and the average expenditures was \$5,732,739. The AWG have also demonstrated a significant economic impact from past Games with examples of 6.6M with the combined spending of operations and visitors in 2008 in Yellowknife and 7.65 M in 2010 in Grande Prairie.

Advising the Minister that the City will consider hosting the Games still allows time for discussion and negotiation including financial, sport selection and any other area within the contract developed with the AWG International Committee and with the host society that is formed.

ADMINISTRATIVE RECOMMENDATION

THAT Council advise Yukon Government that Whitehorse will consider the request to host the 2020 Arctic Winter Games and will enter into negotiations with the AWG International Committee.

ADMINISTRATIVE REPORT

TO: Community Services Committee
FROM: Administration
DATE: May 30, 2016
RE: Robert Service Campground Operating Agreement

ISSUE

Approval of an agreement for the operation of Robert Service Campground (RSCG)

REFERENCE

Agreement for the Operation of the Tenting Campground at Robert Service Park

HISTORY

The City has been contracting out the operation of the Robert Service Campground since 1980, and the latest agreement expired at the end of December 2015. Under the terms of the operating agreement, general maintenance of the campground is the responsibility of the operator and the infrastructure remains the responsibility of the City. Several City departments are involved in keeping this facility operating, including Parks and Community Development, Operations, Building Maintenance, and Water and Waste.

Due to the deteriorating condition of the campground infrastructure the City considered several options for keeping the campground operating. Extending the term of the expired contract was deemed to be the best option at this time. The contract holder has agreed to continue normal operating services at the campground under an extension of the contract.

ALTERNATIVES

1. Approve the Robert Service Campground contract extension.
2. Refer the matter back to administration for further review and consideration.

ANALYSIS

Community and Recreation Services has been contemplating the future operation of the RSCG for some time, and a master planning project was submitted to the capital budget process last year. Capital projects for the repair and/or replacement of the current infrastructure were also submitted. The purpose of the planning project is to determine short, medium and long term objectives in the provision of campground operations at this location. The expectation is that the planning exercise will inform the next steps of the required infrastructure upgrades. As part of the budget process the master planning project was moved to 2017.

Administration consulted with the campground operators to come up with a short term operation model that would deal with the infrastructure deficiencies and still allow for

normal operation of the campground. The operators agreed to continue operation under a contract extension for 2016. They are aware that, if there is an infrastructure failure that does not allow for normal campground operation, the City has the right to close a portion of or even the whole of the campground for the remainder of the season.

Due to the issues involved with the infrastructure situation at this facility, it is not considered a reasonable expenditure of staff time and funds to proceed with the normal lease agreement process. Administration proposes that the current RSCG agreement be amended to allow the contract holder to continue uninterrupted operation of the RSCG for the next two years, pending proper performance of the existing operating infrastructure. Alternate funding is also being explored to fast-track the planning in hopes of impacting the timeline for upgrades.

The initial operating agreement for the campground was in place before amendments to the *Municipal Act* required that the municipality's management, leasing or any other dealings with real property, including land, buildings, easements or other interests, be done by bylaw. Since the operating agreement did not include an over-holding clause and the agreement has expired, it is necessary to amend the term of the agreement with the campground operators to continue uninterrupted service of the campground.

Administration will meet with the campground operator at the conclusion of the 2016 season to discuss a plan for 2017 and also in the spring of 2017 following normal start up procedures for the infrastructure.

ADMINISTRATIVE RECOMMENDATION

THAT council direct that Bylaw 2016-27, a bylaw to authorize an agreement with Amber Enterprises for the operation of Robert Service Campground, be brought forward for due consideration under the bylaw process.

Existing Agreement

This Agreement made in triplicate this 29th day of March, 2011

BETWEEN The City of Whitehorse, a municipal corporation incorporated pursuant to the provisions of the Municipal Act of the Yukon Territory (hereinafter call "The City").

AND Amber Enterprises - a division of 7804 Yukon Ltd (hereinafter called "The Operator")

**AGREEMENT FOR THE OPERATION OF THE TENTING CAMPGROUND AT
ROBERT SERVICE PARK**

WHEREAS the City is desirous of having the tenting campground open for the public and

WHEREAS THIS AGREEMENT WITNESSETH that in consideration of the mutual promises and agreements hereinafter contained and the consideration hereinafter set forth, the City hereby lets to The Operator, the right to operate the tenting campground at Robert Service Park. This agreement grants any right by way of lease to The Operator.

1. Hours of Operation

1. The Operator covenant with The City to operate the tenting campground at Robert Service Park for the period commencing May 01, 2011 and ending on December 31, 2015.
2. The Operator shall provide daily 24 hour on site supervision of the tenting area of the park.
3. The City may order the temporary and permanent withdrawal of the Park areas from public/group use for renovations/repairs. The withdrawal of use may be made with no advance notice. The Operator shall receive verbal notice within twelve (12) hours and written noticed within seventy-two (72) hours of withdrawal of the Park from use. Compensation will be calculated based on the extent of the operation disruption.
4. The successful bidder shall supply to the City the following statistical information in the year end report by January 31 for the previous season:
 - a. Number of day use area users per day;
 - b. Number of tents rented out per day;

- c. Amount of shower revenue collected per day;
- d. Dates lawn cutting was performed;
- e. List of major expenses incurred for the season;
- f. Problems and/or significant incidents encountered;
- g. Recommendations or proposed solutions.

2. User Fees

1. The Operator shall comply with all statutes, regulations, bylaws and policies whether Federal, Municipal or Territorial.
2. The Operator shall charge fees in accordance with the terms, rates, conditions as discussed with the City of Whitehorse.

3. Operation of the Campground

1. The Operator shall be responsible for obtaining all licences and permits required for the operation of the tenting campground at his/her expense. The Operator shall submit, to the City, his/her Business Licence Number and copy of insurance policy prior to commencement of the Agreement.
2. The Operator shall enforce all rules and regulations set out by the City for the operation of the campground. This shall include all the items noted on the Schedule A, attached hereto. The Operator shall be considered to be in control and shall have the right to request patrons not obeying the rules to leave the Park. Diplomacy shall be used by The Operator in all dealings with the public in an effort to present a positive image to the public.
3. The Operator covenants not to carry on any business on the premises that is offensive or dangerous or a nuisance, nor allow the same to be used for an illegal or immoral purpose.
4. The Operator covenants that he/she will not carry on or permit upon the said premises any trade or occupation or suffer to be done any other things which will render any increased or extra premium payable for the insurance of said premises against fire, or which may make void or voidable any policy of such insurance.
5. The Operator undertakes to supply sufficient supplies (firewood) to meet the reasonable requirements of the use of the campground. Included in that will be the provision of firewood at a reasonable rate for any disabled camper.
6. The Operator shall provide all supplies and materials required to clean and maintain the park in good condition. Such items shall include but are not limited to cleansers, soaps, washroom supplies (paper products, hand soaps), garbage

bags, lawn maintenance equipment and fire fighting equipment (3 long handled round bottom shovels, 3 metal rakes, 3 water buckets each 2 ½ gallons).

7. The Operator shall not assign the rights to the tenting campground or any of the rights and obligations under this agreement without the consent of The City and such consent shall be at the absolute discretion of The City.
 8. The Operator shall be responsible for the security of the Service Building. When the building is unattended all doors shall be left secured and locked.
 9. All structural alterations or modifications shall be solely borne by The Operator. With the exception of any modifications or structural changes required due to Human Rights triggered duty to accommodate.
 10. The Operator shall be entitled to retain all tenting and shower revenue profits derived from the operation of the tenting campground. The City shall not be liable to make good to The Operator any losses sustained by The Operator in the operation of the tenting campground.
 11. The Operator agrees to pay all the office electrical and telephone costs for the Service Building. The Operator shall also make all arrangements for the hook up of office power and phone services. The phone number will continue to be 668-3721.
 12. The Operator shall be responsible for the removal of garbage and waste products from the site. No waste products of any type shall be stored on the site. The Operator shall be responsible for all costs associated with the removal.
 13. At the end of the term of the Agreement, The Operator shall leave the premises in a clean state, acceptable to the City.
 14. The City may, at times, undertake renovations, and the user may experience inconveniences. Attempts will be made to keep inconveniences to a minimum. Such renovations shall take precedence over the rental of tent sites. The Operator shall receive notification as per the terms of Section 1, Clause 3.
 15. The Operator must make application to the Planning Department if he/she plans on operating any commercial operation from the campground (eg. Canoe/bike rentals).
4. Supply of Equipment/Materials/Supplies
1. The City shall provide the following:
 - a. Exclusive access to the Service Building

- b. Picnic tables and fire pits for tenting sites and garbage receptacles for day use area.
 - c. Permanent washroom and shower facilities.
2. The Operator undertakes to supply all equipment (cleaning, janitorial, maintenance, etc.), other than City-owned equipment presently on the premises, to adequately provide the service that is reasonably expected for the operation of the tenting campground.
 3. The Operator agrees to keep the said City-owned equipment in good repair and working condition and shall be responsible for all normal maintenance costs incurred. City to replace at their cost any City owned capital equipment essential to the operation of the campground.
 4. The Operator agrees to operate all City-owned equipment on the premises, in accordance with the rules and regulations as established by The City.
 5. At those times, when abnormality in operation is noted or other maintenance required, The Operator will notify the Parks Supervisor. Should the Supervisor not be available then attempts will be made to contact the Manager of Parks and Recreation.
5. Maintenance of the Campground
1. The Operator undertakes and covenants to keep the tenting grounds and day use area in good condition. Reasonable wear and tear, damage by tempest, flood, lightening or acts of God are exempted.
 2. The Operator shall be required to maintain the area to a clean and presentable condition. This will include all items noted on the Suggested Operation **Schedule: Minimum Requirements – Schedule B.**
6. Insurance
1. The City agrees to provide, at its expense, insurance coverage for Robert Service Park but such coverage shall not include liability insurance.
 2. The Operator shall, at his/her expense, provide a minimum of two million dollars (\$2,000,000.00 naming the City as an additional insured) of liability insurance to cover the actions of The Operator, his servants, agents, licensees and contractors. The City will require certified proof of this prior to the commencement date of this Agreement.
 3. The Operator shall indemnify and save harmless The City its servants, employees, agents, licensees and contracting parties from and against all actions, suits, losses, costs, charges, damages, expenses and demands which

may be made against those parties arising out of the use, occupation or operation of the tenting campground.

7. Payment

1. The Operator shall provide, to The City prior to March 31, 2012, all final reports with the total revenues collected and expenses incurred being identified.
2. The Operator shall pay to The City the sum of five thousand dollars (\$5,000.00) plus 5% GST on or before August 30, 2011.

8. Performance

1. The City shall appoint the Projects & Community Development Coordinator as contract Supervisor who shall be responsible for monitoring this Agreement and indicating, based on regular inspections, any areas of non-performance to The Operator and the City Manager in writing. All complaints regarding items listed above as being the responsibility of The Operator shall be dealt with by the Projects & Community Development Coordinator.
2. The City reserves the right to cancel this Agreement based on documented non-performance of the above outlined tasks on 48 hours written notice to The Operator. Documents non-performance shall be considered to consist of at least three letters from The City, delivered to The Operator, outlining deficiencies in performance and failure of The Operator to correct these deficiencies. The City will make all attempts through its agents, to deal with any deficiencies through direct discussion with The Operator.
3. The City shall not be liable for payment to The Operator of any monies whatsoever by reason of such termination or otherwise.
4. All written notices referred to in this Agreement shall be deemed to have been delivered to The Operator two days after delivery through the Post Office by way of registered mail or on delivery to:

*Amber Enterprises – a division of 7804 Yukon Ltd
Box 33197
Whitehorse, Yukon
Y1A 5Y5*

And in the case of The City of Whitehorse to,

*City Manager
The City of Whitehorse
2121 Second Avenue
Whitehorse, Yukon Y1A 1C2*

9. Termination of the Agreement

1. The Agreement may be terminated by either party for reasons other than those contained under Section 8 by providing written notification no less than thirty (30) days prior to the date of termination.
2. If the Agreement is terminated for any reason other than the non payment of sums under Section 7, The Operator shall have the right to remove, without damaging the premises, any equipment owned by The Operator and brought onto the premises.
3. Any infractions of the above, the City may, in the course of the operation of the campground, withhold sections of the performance bond up to its full amount or may cancel the contract without further notice, as per this agreement. In the event the contract must be terminated, the City reserves the right to exercise all available remedies including, but not limited to, the recovery of incidental and consequential damages; failure to comply with any condition may result in the contract cancellation without subsequent cost or liability to the City.

IT IS HEREBY DECLARED AND AGREED that this agreement and everything herein contained shall endure to the benefit of and be binding upon the parties hereto, their heirs, executors, administrators, successors and assigns.

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

The City of Whitehorse
Per:

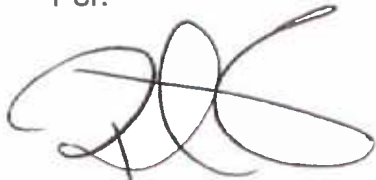


City Manager




Clerk 2011/04/11.

The Operator
Per:



Amber Enterprises



Witness

**Robert Service Park Tenting Campground
Rules and Regulations**

1. Tents shall only be permitted in the sixty eight (68) designated individual tent pad sites and the two group tenting pads.
2. More than one tent shall be allowed per tenting pad site as long as they remain completely within the boundaries of the tenting pad.
3. The current fee plus G.S.T. as discussed with the City of Whitehorse per tent, per night shall be charged. (Fees to be reviewed annually).
4. The purpose of the campground is to provide tenting sites to non recreation (RV) users such as hikers, cyclists or canoeists and as such is not intended to provide long-term accommodations. Therefore the operator reserves the right to limit stays in the campground to fourteen (14) days per season.
5. No vehicles are allowed in the park other than in designated areas and parking areas.
6. No vegetation shall be cut down or removed without the written approval of the Parks Supervisor.
7. Main gates shall be kept closed from midnight until 7:00 a.m.
8. Fires are to be confined to fire pits only.
9. Alcohol is only to be consumed in tenting sites.
10. All tenting patrons are required to register their stay at the campground. This involves providing the following information to the operator at the time of registration:
 - a. Name of each person staying on site;
 - b. City and country of permanent residence;
 - c. Make and colour of tent;
 - d. Signature acknowledging they have read and agree to abide by the campground rules as posted.

**Robert Service Park
Tenting Area Operation**

Operation Schedule Minimum Requirements

Daily

1. Pick up garbage from day use area.
2. Pick up garbage from tenting area.
3. Disposal of garbage from site.
4. Cleaning of fire pits.
5. Cleaning of picnic tables.
6. Cleaning of washroom and shower facilities, replenishing of supplies and collection of shower revenue.
7. Disposal of waste products.
8. Inspection of all tenting sites and collection of fees. (If applicable)
9. Supervision of tenting area.
10. Washroom holding tank pump out.

Bi-Weekly

1. Replenishing of firewood
2. Watering of the grass on the day use area – more often if required.
3. Mowing of the grass.

Monthly

1. Replenishing of supplies/materials
2. Submission of monthly statistical report.
3. Replenishing of washroom heating fuel.

CITY OF WHITEHORSE

BYLAW 2016-27

A bylaw to authorise an agreement for the operation of Robert Service Campground

WHEREAS section 265 of the *Municipal Act* provides that council may pass bylaws for municipal purposes respecting the municipality's management, construction, leasing, renting or any other dealings with real property including land, buildings, easements or other interests; and

WHEREAS it is deemed desirable that the City amend an agreement with **Amber Enterprises** for the operation of the tenting campground at Robert Service Park for a 20-month period commencing May 1, 2016 and expiring December 31, 2017;

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

1. The City of Whitehorse is hereby authorised to enter into a 20-month agreement with Amber Enterprises, a division of 7804 Yukon Ltd. with respect to the operation of Robert Service Campground.
2. The Mayor and Assistant City Clerk are hereby authorised to execute on behalf of the City of Whitehorse the operating agreement attached hereto as Appendix "A" and forming part of this bylaw.
3. This bylaw shall be deemed to have been in full force and effect on and from the 1st day of May, 2016

FIRST and SECOND READING:

THIRD READING and ADOPTION:

Mayor

City Clerk

Operating Agreement Bylaw 2016-27
Robert Service Campground

APPENDIX "A"

This agreement made in triplicate this day of , 2016

BETWEEN The City of Whitehorse, a municipal corporation incorporated pursuant to the provisions of the Municipal Act of the Yukon Territory
(hereinafter call "The City")

AND Amber Enterprises – a division of 7804 Yukon Ltd
(hereinafter called "The Operator")

***AGREEMENT FOR THE OPERATION OF THE TENTING CAMPGROUND AT
ROBERT SERVICE PARK***

WHEREAS the City is desirous of having the tenting campground open for the public and

WHEREAS THIS AGREEMENT WITNESSETH that in consideration of the mutual promises and agreements hereinafter contained and the consideration hereinafter set forth, the City hereby lets to The Operator, the right to operate the tenting campground at Robert Service Park. This agreement grants any right by way of lease to The Operator.

1. Hours of Operation

1. The Operator covenants with The City to operate the tenting campground at Robert Service Park for the period commencing May 01, 2016 and ending on December 31, 2017.
2. The Operator shall provide daily 24 hour on site supervision of the tenting area of the park.
3. Due to the current condition of the infrastructure at the campground, the City may order the temporary and permanent withdrawal of the Park areas from public/group use for renovations/repairs. The withdrawal of use may be made with no advance notice. The Operator shall receive verbal notice within 12 hours and written noticed within 72 hours of withdrawal of the Park from use. Compensation will be calculated based on the extent of the operation disruption.
4. The operator shall annually supply to the City the following statistical information in the year-end report by January 31 for the previous season:
 - a. Number of day use area users per day;
 - b. Number of tents rented out per day;
 - c. Amount of shower revenue collected per day;
 - d. Dates lawn cutting was performed;
 - e. List of major expenses incurred for the season;
 - f. Problems and/or significant incidents encountered;
 - g. Recommendations or proposed solutions.

2. User Fees

1. The Operator shall comply with all statutes, regulations, bylaws and policies whether Federal, Municipal or Territorial.
2. The Operator shall charge fees in accordance with the terms, rates, conditions as discussed with the City of Whitehorse.

3. Operation of the Campground

1. The Operator shall be responsible for obtaining all licences and permits required for the operation of the tenting campground at his/her expense. The Operator shall submit, to the City, his/her Business Licence Number and copy of insurance policy prior to commencement of the Agreement.
2. The Operator shall enforce all rules and regulations set out by the City for the operation of the campground. This shall include all the items noted on the Schedule A, attached hereto. The Operator shall be considered to be in control and shall have the right to request patrons not obeying the rules to leave the Park. Diplomacy shall be used by The Operator in all dealings with the public in an effort to present a positive image to the public.
3. The Operator covenants not to carry on any business on the premises that is offensive or dangerous or a nuisance, nor allow the same to be used for an illegal or immoral purpose.
4. The Operator covenants that he/she will not carry on or permit upon the said premises any trade or occupation or suffer to be done any other things which will render any increased or extra premium payable for the insurance of said premises against fire, or which may make void or voidable any policy of such insurance.
5. The Operator undertakes to supply sufficient supplies (firewood) to meet the reasonable requirements of the use of the campground. Included in that will be the provision of firewood at a reasonable rate for any disabled camper.
6. The Operator shall provide all supplies and materials required to clean and maintain the park in good condition. Such items shall include but are not limited to cleansers, soaps, washroom supplies (paper products, hand soaps), garbage bags, lawn maintenance equipment and fire-fighting equipment (3 long handled round bottom shovels, 3 metal rakes, 3 water buckets each 2 ½ gallons).
7. The Operator shall not assign the rights to the tenting campground or any of the rights and obligations under this agreement without the consent of The City and such consent shall be at the absolute discretion of The City.
8. The Operator shall be responsible for the security of the Service Building. When the building is unattended all doors shall be left secured and locked.
9. All structural alterations or modifications shall be solely borne by The Operator. With the exception of any modifications or structural changes required due to Human Rights triggered duty to accommodate or aged infrastructure deficiencies that would prevent operation of the campground.

10. The Operator shall be entitled to retain all tenting and shower revenue profits derived from the operation of the tenting campground. The City shall not be liable to make good to The Operator any losses sustained by The Operator in the operation of the tenting campground.
 11. The Operator agrees to pay all the office electrical and telephone costs for the Service Building. The Operator shall also make all arrangements for the hook up of office power and phone services. The phone number will continue to be 668-3721.
 12. The Operator shall be responsible for the removal of garbage and waste products from the site. No waste products of any type shall be stored on the site. The Operator shall be responsible for all costs associated with the removal.
 13. At the end of the term of the Agreement, The Operator shall leave the premises in a clean state, acceptable to the City.
 14. The City may, at times, undertake renovations due to ageing infrastructure to maintain operations, and the user may experience inconveniences. Attempts will be made to keep inconveniences to a minimum. Such renovations shall take precedence over the rental of tent sites. The Operator shall receive notification as per the terms of Section 1, Clause 3.
 15. The Operator must make application to the Planning Department if he/she plans on operating any commercial operation from the campground (eg. Canoe/bike rentals).
4. Supply of Equipment/Materials/Supplies
1. The City shall provide the following:
 - a. Exclusive access to the Service Building
 - b. Picnic tables and fire pits for tenting sites and garbage receptacles for day use area.
 - c. Permanent washroom and shower facilities.
 2. The Operator undertakes to supply all equipment (cleaning, janitorial, maintenance, etc.), other than City-owned equipment presently on the premises, to adequately provide the service that is reasonably expected for the operation of the tenting campground.
 3. The City agrees to keep the said City-owned equipment in good repair and working condition and shall be responsible for all normal maintenance costs incurred. City to replace at their cost any City owned capital equipment essential to the operation of the campground.
 4. The Operator agrees to operate all City-owned equipment on the premises in accordance with the rules and regulations as established by The City.
 5. At those times when abnormality in operation is noted or other maintenance required, The Operator will notify the Parks Supervisor. Should the Supervisor not be available then attempts will be made to contact the Manager of Parks and Community Development.

5. Maintenance of the Campground

1. The Operator undertakes and covenants to keep the tenting grounds and day use area in good condition. Reasonable wear and tear, damage by tempest, flood, lightening or acts of God are exempted.

The Operator shall be required to maintain the area in a clean and presentable condition. This will include all items noted on **Schedule B – Operation Schedule Minimum Requirements** attached hereto and forming part of this agreement.

6. Insurance

1. The City agrees to provide, at its expense, insurance coverage for Robert Service Park but such coverage shall not include liability insurance.
2. The Operator shall, at his/her expense, provide a minimum of two million dollars (\$2,000,000.00 naming the City as an additional insured) of liability insurance to cover the actions of The Operator, his servants, agents, licensees and contractors. The City will require certified proof of this prior to the commencement date of this Agreement.
3. The Operator shall indemnify and save harmless The City its servants, employees, agents, licensees and contracting parties from and against all actions, suits, losses, costs, charges, damages, expenses and demands which may be made against those parties arising out of the use, occupation or operation of the tenting campground.

7. Payment

1. The Operator shall provide to The City prior to March 31, 2018, all final reports with the total revenues collected and expenses incurred being identified.
2. The Operator shall pay to The City the sum of five thousand dollars (\$5,000.00) plus 5% GST on or before August 30, 2016.

8. Performance

1. The City shall appoint the Parks Supervisor as contract Supervisor who shall be responsible for monitoring this Agreement and indicating, based on regular inspections, any areas of non-performance to The Operator and the City Manager in writing. All complaints regarding items listed above as being the responsibility of The Operator shall be dealt with by the Parks Supervisor.
2. The City reserves the right to cancel this Agreement based on documented non-performance of the above outlined tasks on 48 hours written notice to The Operator. Documents non-performance shall be considered to consist of at least three letters from The City, delivered to The Operator, outlining deficiencies in performance and failure of The Operator to correct these deficiencies. The City will make all attempts through its agents, to deal with any deficiencies through direct discussion with The Operator.
3. The City shall not be liable for payment to The Operator of any monies whatsoever by reason of such termination or otherwise.

4. All written notices referred to in this Agreement shall be deemed to have been delivered to The Operator two days after delivery through the Post Office by way of registered mail or on delivery to:

*Amber Enterprises – a division of 7804 Yukon Ltd
Box 33197
Whitehorse, Yukon
Y1A 5Y5*

And in the case of The City of Whitehorse to,

*City Manager
The City of Whitehorse
2121 Second Avenue
Whitehorse, Yukon Y1A 1C2*

9. Termination of the Agreement

1. The Agreement may be terminated by either party for reasons other than those contained under Section 8 by providing written notification no less than thirty (30) days prior to the date of termination. Due to the current condition of the aged infrastructure, a shortened timeline for notice of termination has been granted.
2. If the Agreement is terminated for any reason other than the non-payment of sums under Section 7, The Operator shall have the right to remove, without damaging the premises, any equipment owned by The Operator and brought onto the premises.
3. Any infractions of the above, the City may, in the course of the operation of the campground, withhold sections of the performance bond up to its full amount or may cancel the contract without further notice, as per this agreement. In the event the contract must be terminated, the City reserves the right to exercise all available remedies including, but not limited to, the recovery of incidental and consequential damages; failure to comply with any condition may result in the contract cancellation without subsequent cost or liability to the City.

IT IS HEREBY DECLARED AND AGREED that this agreement and everything herein contained shall endure to the benefit of and be binding upon the parties hereto, their heirs, executors, administrators, successors and assigns.

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

The City of Whitehorse

Per:

Mayor

Assistant City Clerk

The Operator

Per:

Amber Enterprises

Witness

Robert Service Park Tenting Campground***(i) Rules and Regulations***

1. Tents shall only be permitted in the sixty eight (68) designated individual tent pad sites and the two group tenting pads.
2. More than one tent shall be allowed per tenting pad site as long as they remain completely within the boundaries of the tenting pad.
3. The current fee plus G.S.T. as discussed with the City of Whitehorse per tent, per night shall be charged. (Fees to be reviewed annually).
4. The purpose of the campground is to provide tenting sites to non-recreation (RV) users such as hikers, cyclists or canoeists and as such is not intended to provide long-term accommodations. Therefore the operator reserves the right to limit stays in the campground to fourteen (14) days per season.
5. No vehicles are allowed in the park other than in designated areas and parking areas.
6. No vegetation shall be cut down or removed without the written approval of the Parks Supervisor.
7. Main gates shall be kept closed from midnight until 7:00 a.m.
8. Fires are to be confined to fire pits only.
9. Alcohol is only to be consumed in tenting sites.
10. All tenting patrons are required to register their stay at the campground. This involves providing the following information to the operator at the time of registration:
 - a. Name of each person staying on site;
 - b. City and country of permanent residence;
 - c. Make and colour of tent;
 - d. Signature acknowledging they have read and agree to abide by the campground rules as posted.

Schedule B

Robert Service Park***i)Tenting Area Operation******(b)Operation Schedule Minimum Requirements******B.Daily***

1. Pick up garbage from day use area.
2. Pick up garbage from tenting area.
3. Disposal of garbage from site.
4. Cleaning of fire pits.
5. Cleaning of picnic tables.
6. Cleaning of washroom and shower facilities, replenishing of supplies and collection of shower revenue.
7. Disposal of waste products.
8. Inspection of all tenting sites and collection of fees. (If applicable)
9. Supervision of tenting area.
10. Washroom holding tank pump out.

C.Bi-Weekly

1. Replenishing of firewood
2. Watering of the grass on the day use area – more often if required.
3. Mowing of the grass.

D.Monthly

1. Replenishing of supplies/materials
2. Submission of monthly statistical report.
3. Replenishing of washroom heating fuel.

ADMINISTRATIVE REPORT

TO: Community Services Committee
FROM: Administration
DATE: May 30, 2016
RE: Trail Designation Issue Resolution – Dawson Road, Wolf Creek

ISSUE

Trail designation at the Dawson Road trail in Wolf Creek.

REFERENCE

Dawson Road Trail Issue Resolution Presentation
Wolf Creek Community Association Motion

HISTORY

The City of Whitehorse was notified in 2013 of an issue of trail conflict in an area situated at the end of Dawson Road in the Wolf Creek subdivision. The trail is currently designated non-motorized under the City's 2012 All-Terrain Vehicle (ATV) Bylaw for summer trail use and is identified as a motorized multiple use (MMU) trail under the City's 2012 Snowmobile Bylaw for winter trail use only.

Some residents demonstrated opposing views regarding the designations and voiced their concerns to the City regarding the designations as well as historical use along the trail.

Parks and Community Development in concert with other City departments, various stakeholder groups including the City's Whitehorse Trails and Greenways Committee (WTGC) and the Wolf Creek Community Association (WCCA) have been reviewing the various options available to bring resolution to the trail dispute.

ALTERNATIVES

1. Approve the trail designation at the Dawson Road Trail in Wolf Creek.
2. Refer the matter back to administration for further consideration.

ANALYSIS

Parks and Community Development along with other trail stakeholder groups, the WCCA and the WTGC reviewed the concerns raised by residents pertaining to the Dawson Road trail and provided several options to try to mitigate conflict along the trail area including:

1. Various meetings were held with affected residents regarding their concerns to attempt mediation;
2. The City attempted twice to install signage to provide all trail users with public information pertaining to trail designation which was subsequently vandalized;
3. The City realigned a portion of the trail that intersected private property;
4. The WTGC reviewed a formal request for closure of all MMU trail use on the Dawson Road trail as it intersects an environmentally sensitive area (ESA) along the Wolf Creek. Consensus was not met by WTGC members pertaining to this matter;
5. The WCCA held an executive meeting and approved a motion with recommendations that could be considered by the City and the WTGC;
6. The WTGC at a recent regular meeting reviewed the WCCA motion and approved a motion that reads as follows: ***“To accept the proposed motion from WCCA with the exception of the pieces that are contrary to city legislation and procedures that will be determined by City administration”***. There was also a second motion approved by the WTGC that reads ***“That the previous trail development application received by the Trails and Greenways Committee is rejected and that the applicant is referred to the appropriate upcoming regional park and trail planning processes”***.

Upon review of the WCCA motion and the WTGC motion, administration recommends the following resolution: *“That the Dawson Road Trail be designated as non-motorized during the summer season and MMU during the winter season only. And that this trail designation is considered “under review” and to be revisited at an upcoming regional park and trail planning process to determine trail use designations for all or part of the trail”*.

ADMINISTRATIVE RECOMMENDATION

THAT Council approve the WTGC recommendation regarding the trail designation for the Dawson Road Trail in Wolf Creek.

From: Duncan Miller [<mailto:duncan.miller6@icloud.com>]
Sent: April 16, 2016 7:19 PM
To: Hnatiuk, Douglas
Cc: Doug Larsen; Pat Milligan; Gregg Jilson; Wolf Creek
Subject: WCCA

Good Morning Doug,

On March 21, 2016 we met to discuss a proposal that I had written specifically to bring closure to the Dawson Road trail conflict in the Wolf Creek subdivision. The proposal (pasted below for your convenience) was supported by you but unfortunately was not supported by all Dawson Road trail residents.

To clarify why the proposal was not supported by the residents, I invited them to present their views at a regularly scheduled WCCA board meeting on April 13/16. The presentation objective being to provide information as to why they did or did not support the proposal and to determine if a compromise was possible. A compromise was agreed to by some but not all.

The board then met in-camera and after much discussion drafted the below motion which was passed unanimously by the WCCA.

- **Motion:**

That the WCCA recommend to Doug Hnatiuk, Manager, Parks and Community Development with the City of Whitehorse that the Dawson Road Trail be designated as snowmobile winter-use only. This trail designation to be considered “under review” and to be revisited at a later unspecified date for this winter-use designation and for other seasonal trail use designations for all or part of the trail. Changes to trail designation can be made only with recommendations from the appropriate trail planning committees i.e. the WCCA and the Whitehorse Trail and Greenways Committee, in consultation with Wolf Creek residents. Officially designating other directly connected trails as MMU should not happen without the same recommendation process described above. Any future planning, such as for a Wolf Creek bridge, to involve City Parks and Community Development in direct consultation with all Wolf Creek residents as well as the WCCA. WCCA further recommends that no motorized use on the Dawson Trail be identified on City of Whitehorse maps.

We are very anxious to move on and we look forward to being directly involved with future trail/bridge discussions both in and around our subdivision.

Sincerely,

Duncan Miller

President, WCCA

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

Date: Monday, May 30, 2016

Location: Council Chambers, City Hall

Chair: Jocelyn Curteanu **Vice-Chair:** Robert Fendrick



	Pages
1. Amend Emergency Services Bylaw	1 - 2
2. New Business	

ADMINISTRATIVE REPORT

TO: Public Health and Safety Committee
FROM: Administration
DATE: May 30, 2016
RE: Amend the Emergency Services Bylaw

ISSUE

Amend the Emergency Services Bylaw to authorize a variety of technical rescue services

REFERENCE

Municipal Act (2002), sections 265 and 220

Bylaw 2001-01

HISTORY

The Fire Department conducts a variety of technical rescue services as reflected in the Fire Department strategic plan. The current Emergency Services Bylaw does not authorize the Fire Department to conduct these services. In the absence of a written mandate, the Fire Department could be seen as conducting these rescues illegally, potentially putting administration and Council at considerable legal and financial risk.

Amending the bylaw to specifically include technical rescue incidents consistent with existing practice is considered an urgent priority.

ALTERNATIVES

1. Adopt the amended Bylaw 2016-21 as presented
2. Refer the bylaw back to administration with further direction

ANALYSIS

Section 5 of the current bylaw authorizes fire protection and incident response activities under the direction of the Fire Chief, subject to the administrative direction and control of the City Manager. The proposed amendment will address the deficiencies in the current mandate with respect to rescue incidents.

The Fire Department intends to conduct a comprehensive review of the bylaw with the goal of bringing forward additional amendments at a future date. The review will address a number of administrative issues including open burning, ticketing processes, and mutual aid agreements, and will require stakeholder consultation. Many of the issues to be addressed are in line with the Fire Department's strategic plan.

ADMINISTRATIVE RECOMMENDATION

THAT council direct that Bylaw 2016-21, a bylaw to amend the Emergency Services Bylaw with respect to rescue services, be brought forward for due consideration under the bylaw process.

CITY OF WHITEHORSE
BYLAW 2016-21

A bylaw to amend the Emergency Services Bylaw

WHEREAS section 265 of the *Municipal Act* provides that council may pass bylaws for municipal purposes respecting the safety, health, and welfare of the people and the protection of persons and property; and

WHEREAS section 220 of the *Municipal Act* provides for amendment of bylaws; and

WHEREAS it is deemed desirable that the City of Whitehorse Emergency Services Bylaw be amended to authorize the Fire Department to respond to a variety of rescue incidents;

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

1. Section 5 of Emergency Services Bylaw 2000-01 is hereby amended by deleting the existing subsection (7) and substituting therefore a new subsection (7) as follows:
 “5. (7) Technical rescue incidents”
2. This bylaw shall come into force and effect upon the final passing thereof.

FIRST and SECOND READING:

THIRD READING and ADOPTION:

Mayor

City Clerk

CITY OF WHITEHORSE
DEVELOPMENT SERVICES COMMITTEE AGENDA

Date: Monday, May 30, 2016

Location: Council Chambers, City Hall

Chair: Betty Irwin Vice-Chair: Dan Boyd



Pages

1. New Business

**CITY OF WHITEHORSE
CORPORATE SERVICES COMMITTEE AGENDA**

Date: Monday, May 30, 2016

Location: Council Chambers, City Hall

Chair: Dan Boyd **Vice Chair:** Roslyn Woodcock



	Pages
1. Amend Council Remuneration Bylaw	1 - 3
2. New Business	

ADMINISTRATIVE REPORT

TO: Corporate Services Committee
FROM: Administration
DATE: May 30, 2016
RE: Amend Council Remuneration Bylaw

ISSUE

Amend the Council Remuneration Bylaw with respect to additional payments for councillors

HISTORY

The Council Remuneration Bylaw was adopted by the outgoing council to establish the remuneration for the next council's term of office. The bylaw includes the basic annual remuneration for all members of council, additional benefits, and additional payments for councillors engaged in representing the city at functions, events, meetings and training. Concerns have been raised with respect to the application of the provisions for additional payments for councillors.

ALTERNATIVES

1. Amend the bylaw to clarify the provisions for the payment of honoraria
2. Do not amend the bylaw

ANALYSIS

When the current bylaw was adopted in 2015 some changes were made to the additional payment provisions. However, the changes do not clearly reflect the original intent to include certain types of meetings, functions, and events as eligible.

The bylaw references the Council Expense Policy which specifically provides \$3,750.00 per councillor for eligible expenditures initiated by the councillor, and \$6,000.00 to be used for expenses incurred when an invitation or obligation of the entire council is delegated to one or more of its members. The policy also specifically provides that where all council members have an invitation or obligation to attend a scheduled local meeting or function and no specific council member is delegated to attend on council's behalf, no expenses shall be funded.

Changes to the bylaw are recommended to provide clarity regarding the payment of honorariums, particularly with respect to the types of events for which councillors are eligible to receive such honorariums.

ADMINISTRATIVE RECOMMENDATION

THAT Council direct that Bylaw 2016-26, a bylaw to amend the Council Remuneration Bylaw with respect to the honorariums paid to councillors, be brought forward for due consideration under the bylaw process.

CITY OF WHITEHORSE

BYLAW 2016-26

A bylaw to amend the Council Remuneration Bylaw

WHEREAS section 173 of the *Municipal Act* (2002) provides that council may by bylaw establish the types, rates and conditions of payments to be made to members of council; and

WHEREAS section 220 of the *Municipal Act* provides for the amendment of bylaws;

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

1. Sections 11 to 13 inclusive of Council Remuneration Bylaw 2015-22 are hereby deleted and replaced by new sections 11 to 13 as follows:
 - “11. In addition to the annual remuneration provided for in section 3 of this bylaw, and subject to section 13 below, a councillor shall be paid an honorarium for periods when the councillor is engaged in representing the city at any business function or event, or attending a meeting or training. The honorarium shall be paid as follows:

(1) For periods of between one and four hours:	\$100.00
(2) For periods of four hours or more:	\$150.00
12. No honorarium shall be paid to councillors:
 - (1) Representing the city or attending a meeting or training for periods of less than one hour, or
 - (2) Attending noon hour meetings of council and senior management, or
 - (3) Attending regularly scheduled standing committee and council meetings, or special council meetings scheduled during the noon hour or on a normal working day; or
 - (4) Attending regularly scheduled meetings of committees to which they have been appointed as a regular council representative.
13. The honorarium provided for in section 11 of this bylaw shall be paid with respect to periods when a councillor:
 - (1) Represents the city at a business function or event which is authorized or approved in advance by the mayor or council; or

Bylaw 2016-26 – A Bylaw to Amend Council Remuneration Bylaw 2015-22

- (2) Attends a scheduled evening or weekend meeting of council and senior management, a strategic planning workshop, a legislative workshop, or a council training session,
 - (3) Is required to be absent from the City for six or more hours for the purpose of travel in accordance with items set out in subsection 13(1) of this bylaw; or
 - (4) Is required to act as deputy mayor during the absence of the mayor.”
2. This bylaw shall be deemed to have been in full force and effect on and from the 1st day of January, 2016.

FIRST and SECOND READING:

THIRD READING and ADOPTION:

Mayor

City Clerk

**CITY OF WHITEHORSE
CITY PLANNING COMMITTEE AGENDA**

Date: Monday, May 30, 2016

Location: Council Chambers, City Hall

Chair: Robert Fendrick

Vice-Chair: Samson Hartland



	Pages
1. Public Input Report - Conditional Use at 3 Maple Street	1 - 2
2. New Business	

File #: PB-02-2016

ADMINISTRATIVE REPORT

TO: Planning Committee
FROM: Administration
DATE: May 30, 2016
RE: Public Input Report – Conditional Use at 3 Maple Street

ISSUE

Public Input Report on Conditional Use application to allow for a Home-based Business, Major, (woodshop) at 3 Maple Street in the Porter Creek neighbourhood.

REFERENCE

Zoning Bylaw 2012-20
Official Community Plan (OCP)
Location Map

HISTORY

Property owner David (James) Hanna has applied to the City for Conditional Use approval to allow for a Home-based Business, Major, at 3 Maple Street in the Porter Creek neighbourhood. Approval would allow for Mr. Hanna to operate his business, Flitch & Burl Custom Woodworks, from the garage located at the rear of his property. The company specializes in the construction of custom wood products, such as bed frames, desks, shelves, planter boxes, and other items.

The application was discussed by the Development Review Committee on April 13, 2016. Atco Electrical Co has requested that a commercial utility meter be installed on the garage building. No other comments were raised by the committee.

In conformance with section 4.8 of Zoning Bylaw 2012-20, a Public Input Session occurred at the Regular Council Meeting on May 24, 2016. A total of 60 letters were sent to property owners within a 100 m radius of the site. Kwanlin Dün First Nation, Ta'an Kwäch'än Council, Yukon Government Lands Management Branch, and the Porter Creek Community Association were also notified by mail. A notice of the proposed development appeared in local newspapers on May 6 and 13, 2016.

Two written submissions were received, one in favour of the proposed use and one in opposition. No one appeared to address City Council at the Public Input Session. The following support and issues were raised:

- Home-based businesses can help with crime prevention
- The home-based woodshop will generate noise nuisance in proximity to residences

ALTERNATIVES

Option 1: Approve the Conditional Use application
Option 2: Approve the Conditional Use application with conditions
Option 3: Do not approve the Conditional Use application

ANALYSIS

Support

One written submission was received stating support for the Conditional Use application. The submission highlights the benefit of allowing for home-based businesses in residential areas, which provide a means for crime prevention. It was expressed that home-based businesses provide presence during business hours, when many residents are away from their homes for work purposes elsewhere in the city.

Concern for Noise

One written submission was received stating opposition to the application. Concern was expressed for potential noise that might be generated from the use of woodworking equipment (e.g. saws and dust collectors). The submission states that woodshops are better located in industrial areas, away from residences.

Zoning and Maintenance Bylaws

The Zoning Bylaw states that home-based businesses shall comply with the following:

- No exterior storage or operation of the home-based business shall be permitted;
- No offensive noise, vibration, smoke, dust, odours, heat, glare, electrical, or radio disturbance shall be produced by the home-based business; and
- At all times, the privacy and enjoyment of adjacent dwellings shall be preserved.

The Zoning Bylaw also states that home-based businesses shall not be permitted if they require large power tools and machinery, and/or require venting, blowers, or exhaust ports.

All activities within Whitehorse – whether residential, hobby, commercial, or other – are subject to noise regulations stated in the City’s Maintenance Bylaw.

Current and Proposed Woodshop Activities

Mr. Hanna has carried out woodworking from his garage on a hobby basis for the past two years. No noise complaints have been reported to Bylaw Services. The intended business operation will consist of the same hobby-scaled power tools that are currently in use at the site. The garage is fitted with a residential-scaled ventilation system. No upgrades to equipment or ventilation are planned for the business.

ADMINISTRATIVE RECOMMENDATION

THAT Council approve the Conditional Use application to allow for a Home-based Business, Major, to occur in the garage located at 3 Maple Street.

CITY OF WHITEHORSE
CITY OPERATIONS COMMITTEE AGENDA

Date: Monday, May 30, 2016

Location: Council Chambers, City Hall

Chair: Roslyn Woodcock Vice-Chair: Betty Irwin



Pages

1. New Business