

CITY OF WHITEHORSE
REGULAR Council Meeting #2016-11

DATE: Monday, June 13, 2016

TIME: 5:30 p.m.

Mayor Dan Curtis
Deputy Mayor Robert Fendrick
Reserve Deputy Mayor Roslyn Woodcock

A G E N D A

CALL TO ORDER 5:30 p.m.

AGENDA: Adoption

PROCLAMATIONS:

MINUTES: Regular Council Meeting #2016-10 dated May 24, 2016

DELEGATIONS:

PUBLIC HEARING:

COMMITTEE

REPORTS:

Community Services Committee – *Councillors Hartland & Curteanu*

CCMARD Advisory Committee 2016 Action Plan
Consider Hosting Arctic Winter Games 2020
Robert Service Campground Operating Agreement
Trail Issue Resolution – Dawson Road, Wolf Creek

Public Health & Safety Committee – *Councillors Curteanu & Fendrick*

Amend Emergency Services Bylaw (Rescue Services)

Development Services Committee – *Councillors Irwin & Boyd*

Corporate Services Committee – *Councillors Boyd & Woodcock*

Amend Council Remuneration Bylaw (Honoraria)

City Planning Committee – *Councillors Fendrick & Hartland*

Public Input Report – Conditional Use at 3 Maple Street

City Operations Committee – *Councillors Woodcock & Irwin*

NEW & UNFINISHED

BUSINESS:

Grants – 2016 Community Service and Municipal Charges

<u>BYLAWS:</u>	2016-19	Lease Agreement (Office at Sport Yukon)	3 rd Reading
	2016-21	Amend Emergency Services Bylaw (Rescues)	1 st & 2 nd Reading
	2016-23	Grants (Community Service – Municipal Charges)	1 st & 2 nd Reading
	2016-26	Amend Council Remuneration (Honoraria)	1 st & 2 nd Reading
	2016-27	Operating Agreement (Robert Service Campground)	1 st & 2 nd Reading

ADJOURNMENT:

MINUTES of **REGULAR** Meeting #2016-10 of the council of the City of Whitehorse called for 5:30 p.m. on Tuesday, May 24, 2016, in Council Chambers, City Hall.

PRESENT: Mayor Dan Curtis
Councillors Dan Boyd
Jocelyn Curteanu
Robert Fendrick
Samson Hartland
Betty Irwin
Roslyn Woodcock

ALSO PRESENT: City Manager Christine Smith
Director of Community Services Linda Rapp
Director of Development Services Mike Gau
Director of Infrastructure and Operations Peter O'Blenes
Chief Financial Officer Valerie Braga
Manager of Legislative Services Jeff O'Farrell

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

CALL TO ORDER

2016-10-01

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

AGENDA

Carried Unanimously

Mayor Curtis made the following proclamations:

Safe Kids Week – May 30 to June 5, 2016
Prostate Cancer Awareness Month – June 2016
Intergenerational Day Canada – June 1, 2016

PROCLAMATIONS

2016-10-02

It was duly moved and seconded
THAT the minutes of the regular council meeting dated May 9, 2016 be
adopted as presented.

MINUTES

May 9, 2016

Carried Unanimously

DELEGATIONS

Keith Lay addressed Council on behalf of the Active Trails Whitehorse Association regarding the Crestview area trail plan. He pointed out that an amendment to the Snowmobile Bylaw is required as a consequence of designating certain trails non-motorized, and noted that the maps presented do not show environmentally sensitive areas.

ACTIVE TRAILS ASSOC.
Crestview Trail Plan
For Information Only

PUBLIC INPUT

Mayor Curtis called three times for anyone to appear to address an application to allow a woodwork shop in a detached garage at 3 Maple Street in Porter Creek. The proposed use is classified as a major home-based business and is a conditional use subject to council approval in the Residential Single Detached zone.

CONDITIONAL USE
APPLICATTION
3 Maple Street

There was no one present to speak to this application.

No Delegates Present

Two submissions were received with respect to this application, one in support and one opposed.

Submissions Received

Mayor Curtis declared the public input session closed and advised that no further submissions on the issue will be considered by council except the report provided by administration.

Public Input Closed

COMMITTEE REPORTS

Community Services Committee

Erik Simanis addressed the Committee to provide information on the Falun Gong movement and Falun Dafa Day. He suggested that by failing to proclaim Falun Dafa Day Council is siding with the Chinese Government in the repression of Falun Gong practitioners. He asked Council to proclaim a day in May to be Falun Dafa Day in Whitehorse, and to add May 13th as World Falun Dafa Day in future years

FALUN DAFA DAY
For Information Only

Janna Powell, Executive Director of the Yukon Transportation Museum, thanked Council for the recreation grant received last week under the Arts/Cultural Facilities category. Ms. Powell also provided information on current and upcoming exhibits at the Yukon Transportation Museum and encouraged residents to visit the museum

TRANSPORTATION
MUSEUM
For Information Only

2016-10-03

It was duly moved and seconded
THAT the recommended trail plan designations for the Crestview area dated May 2016 be adopted as changes to the 2007 Trail Plan.

TRAIL PLAN
IMPLEMENTATION
CRESTVIEW AREA

Council members discussed Mr. Lay's assertion that the designation of certain trails as non-motorized contravenes the Snowmobile Bylaw, as well as his concerns regarding environmentally sensitive areas. It was noted that there has been extensive consultation regarding the proposed trail plan for this area, and some concern was expressed regarding public input being gathered by community associations.

Discussion

2016-10-04

It was duly moved and seconded
THAT the proposed changes to the 2007 Trail Plan be referred back
to committee for further discussion and review.

Refer back to Committee

Defeated (3 – 4)

IN FAVOUR: Councillors Boyd, Fendrick and Hartland

Recorded Vote

OPPOSED: Mayor Curtis, Councillors Curteanu, Irwin & Woodcock

The MAIN MOTION was then voted on and CARRIED unanimously.

Vote on Main Motion

2016-10-05

It was duly moved and seconded
THAT the Festival and Special Event Grant Policy dated May 2016
be adopted as presented.

FESTIVAL AND SPECIAL
EVENT GRANT POLICY

Carried Unanimously

2016-10-06

It was duly moved and seconded
THAT Jan Koepke be re-appointed to the Recreation Grant Task
Force for a five-year term to expire on April 30, 2021; and
THAT Caili Steele and Marilyn (Myke) McPhee be appointed to the
Recreation Grant Task Force for a five-year term to expire on April
30, 2021.

CITIZEN APPOINTMENTS
TO RECREATION GRANT
TASK FORCE

Carried Unanimously

Public Health and Safety Committee

A Committee member advised that Air North and the Yukon Humane
Society have jointly been granted a Humane Transport Award from the
British Columbia Society for the Prevention of Cruelty to Animals.

The award was given in recognition of a program initiated between
Kelowna and Whitehorse that helps to find homes for adoptable
animals.

HUMANE TRANSPORT
AWARD
For Information Only

Kelowna has lots of cats and few dogs; in Whitehorse the situation is
reversed. The program sends surplus puppies and dogs to Kelowna,
and brings adoptable kittens and cats to Whitehorse – with transport
between the two cities facilitated by Air North.

Development Services Committee

A Committee member applauded the new recycling regulations recently announced by the Government of Yukon with respect to tires, electrical products and electronics.

It was noted that surcharges will apply at the point of purchase when the new regulations come into effect, but at the end of their usefulness citizens will be able to dispose of the products safely and responsibly without paying additional fees.

NEW RECYCLING
REGULATIONS
For Information Only

Committee members also noted that changes are forthcoming with respect to the beverage container regulations. The changes mean that the program will be expanded to include ready-to-serve products, including containers for milk and milk substitutes.

Corporate Services Committee

On May 1st a wildfire began southwest of Fort McMurray, and two days later it swept through the community, destroying more than 2,400 homes and buildings, and forcing the largest wildfire evacuation in Alberta’s history. The fires have devastated almost a quarter million hectares, and preliminary damage estimates are in the billions of dollars.

At the regular Council meeting on May 9th Council directed administration to explore options for funding a contribution to the relief and rebuilding efforts in Fort McMurray following the catastrophic damage done by wildfires.

FORT McMURRAY FIRE
RELIEF CONTRIBUTION
For Information Only

Administration determined that a contribution to the Red Cross Fire Relief Fund for Fort McMurray would give the best value, since the Federal government has pledged to match donations.

An on-line contribution of \$5,000.00 from Council’s Donations Account was made on May 12th on behalf of Council and the citizens of Whitehorse

A Committee member noted that the Annual General Meeting of the Association of Yukon Communities took place over the past weekend. Issues of concern to all Yukon communities were discussed, and a new executive was elected.

A.Y.C. ANNUAL MEETING
For Information Only

Councillor Irwin was thanked for two terms of service as a member of the Association of Yukon Communities executive.

City Planning Committee

2016-10-07

It was duly moved and seconded
THAT Bylaw 2016-19, a bylaw to authorize an agreement with Sport Yukon for the lease of office space in the Sport Yukon Building on 4th Avenue, be brought forward for due consideration under the bylaw process.

BRING FORWARD
LEASE AGREEMENT
WITH SPORT YUKON

Carried Unanimously

2016-10-08

It was duly moved and seconded
THAT the subdivision of approximately 24.8 hectares of vacant Yukon Land for the creation of 129 new lots, greenbelts, lanes and roads in Phase 3 of the Whistle Bend Subdivision be approved as shown on the proposed subdivision sketch, subject to the condition that the Yukon Government be required to enter into a development agreement with the City of Whitehorse for the construction of underground utilities, roads and lanes to service the proposed subdivision area and other areas of the Whistle Bend Subdivision.

SUBDIVISION APPROVAL
PHASE 3 OF
WHISTLE BEND

Carried Unanimously

The owner of the property located at 3 Maple Street in Porter Creek has applied for conditional use approval to allow for the development of a workshop for custom wood products in a detached garage located at the rear of the property.

The proposed use is classified as a major home-based business, and is an allowable conditional use under the current zoning, subject to approval by City Council following a public input session.

Council may approve the use and may include conditions required for Development Permit approval to mitigate concerns that may be raised.

NOTICE OF
CONDITIONAL USE
APPLICATION
3 Maple Street
For Information Only

The use does not conflict with any policies related to the Official Community Plan designation of the neighbourhood.

A public input session is scheduled for the regular council meeting on May 24th so that Council may hear and consider all submissions with respect to the proposed use.

2016-10-09

It was duly moved and seconded
THAT Bylaw 2016-20, a bylaw to amend the Building and Plumbing
Bylaw with respect to thermal insulation values for mobile homes in
mobile home parks, be brought forward for second and third reading
under the bylaw process.

BRING FORWARD
AMENDMENT TO THE
BUILDING-PLUMBING
BYLAW

Carried Unanimously

City Operations Committee

2016-10-10

It was duly moved and seconded
THAT the contract for consulting services for building design and
construction supervision for the Operations Building Project be
awarded to Rounthwaite Dick and Hadley Architects for a net cost to
the City of \$2,151,728.00.

CONTRACT AWARD FOR
CONSULTING SERVICES
Design and Construction
Supervision – New
Operations Building

2016-10-11

It was duly moved and seconded
THAT the contract award be referred back to committee for further
discussion and review.

Refer back to Committee

Defeated (1 – 6)

IN FAVOUR: Councillor Hartland

OPPOSED: Mayor Curtis, Councillors Boyd, Curteanu, Fendrick,
Irwin and Woodcock

Recorded Vote

The MAIN MOTION was then voted on and CARRIED (5 – 2).

Vote on Main Motion

IN FAVOUR: Mayor Curtis, Councillors Curteanu, Fendrick, Irwin and
Woodcock

OPPOSED: Councillors Boyd and Hartland

Recorded Vote

2016-10-12

It was duly moved and seconded
THAT the contract for consulting services for design and construction
supervision for the Marwell Lift Station Improvement Project be
awarded to Stantec for a net cost to the City of \$82,495.00.

CONTRACT AWARD
CONSULTING SERVICES
Design and Construction
Supervision - Marwell Lift
Station Upgrades

Carried Unanimously

2016-10-13

It was duly moved and seconded
THAT the contract for the Waste Management Facility Water Sampling Program be awarded to Golder Associates Ltd. for \$36,397.40 per year for a term of three years, for a total contract value of \$109,192.20.

CONTRACT AWARD
WATER SAMPLING
PROGRAM AT THE
WASTE MANAGEMENT
FACILITY

Carried Unanimously

2016-10-14

It was duly moved and seconded
THAT the 2016 – 2019 Capital Expenditure Program be amended to add the McIntyre Creek Pump House Groundwater Assessment and Remediation Project in the initial amount of \$29,000.00. Project funding will be allocated from the Water and Sewer Reserve if an alternate funding source cannot be confirmed.

BUDGET AMENDMENT
FOR McINTYRE CREEK
PUMP HOUSE
GROUNDWATER
ASSESSMENT AND
REMEDATION

Carried Unanimously

BYLAWS

2016-10-15

It was duly moved and seconded
THAT Bylaw 2016-14, a bylaw to authorize a lease and purchase agreement with the Government of Yukon with respect to the site for the proposed Municipal Operations Building, having been read a first and second time, now be given third reading.

BYLAW 2016-14
LEASE AND PURCHASE
AGREEMENT WITH YG
Operations Building Site
THIRD READING

Carried Unanimously

2016-10-16

It was duly moved and seconded
THAT Bylaw 2016-20, a bylaw to amend the Building and Plumbing Bylaw with respect to thermal insulation values for mobile homes in mobile home parks, be given second reading.

BYLAW 2016-20
AMEND BUILDING AND
PLUMBING BYLAW
Mobile Homes
SECOND READING

Carried Unanimously

2016-10-17

It was duly moved and seconded
THAT Bylaw 2016-20, a bylaw to amend the Building and Plumbing Bylaw with respect to thermal insulation values for mobile homes in mobile home parks, having been read a first and second time, now be given third reading.

BYLAW 2016-20
AMEND BUILDING AND
PLUMBING BYLAW
Mobile Homes
THIRD READING

Carried Unanimously

2016-10-18

It was duly moved and seconded
THAT Bylaw 2016-19, a bylaw to authorize a lease agreement with
Sport Yukon with respect to office space in the Sport Yukon Building,
be given first reading.

Carried Unanimously

BYLAW 2016-19

LEASE AGREEMENT
Sport Yukon Office Space
FIRST READING

2016-10-19

It was duly moved and seconded
THAT Bylaw 2016-19 be given second reading.

Carried Unanimously

SECOND READING

There being no further business, the meeting adjourned at 7:10 p.m.

ADJOURNMENT

Mayor

City Clerk

ADOPTED by resolution at Meeting #2016-



Minutes of the meeting of the Community Services Committee

Date	May 30, 2016
Location	Council Chambers, City Hall
Committee Members Present	Councillor Samson Hartland – Chair Councillor Jocelyn Curteanu – Vice Chair Mayor Dan Curtis Councillor Dan Boyd Councillor Robert Fendrick Councillor Betty Irwin Councillor Roslyn Woodcock
Staff Present	Linda Rapp, Acting City Manager Mike Gau, Director of Development Services Peter O’Blenes, Director of Infrastructure and Operations Valerie Braga, Chief Financial Officer Jeff O’Farrell, Manager of Legislative Services Douglas Hnatiuk, Manager of Parks and Community Development

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

1. Proclamation – For Information Only

Mayor Curtis proclaimed June 4th, 2016 to be National Health and Fitness Day in the City of Whitehorse.

1. Falun Gong – Falun Dafa – For Information Only

Eric Simanis addressed the Committee to express concern with the City’s reluctance to proclaim Falun Dafa Day. He also expressed concern with persecution perpetuated by the Government of China.

2. CCMARD 2016 Action Plan

Each year the City’s Advisory Committees are asked to prepare an action plan to guide their work. The Canadian Coalition of Municipalities Against Racism and Discrimination

Advisory Committee has developed an action plan for 2016 that reflects the committee's terms of reference, with the top three priorities being:

1. Monitoring the City's progress on the Truth and Reconciliation Commission Calls to Action for municipalities;
2. Contacting different cultural and religious groups to see if they have any issues or concerns; and
3. Exploring youth issues of racism and discrimination.

Recommendation

THAT the 2016 action plan for the Canadian Coalition of Municipalities Against Racism and Discrimination Advisory Committee be accepted as presented.

3. Arctic Winter Games 2020

The Yukon Government has asked the City to consider hosting the 2020 Arctic Winter Games. Whitehorse has the required sport and recreation infrastructure, experience with hosting significant events, sport leadership, and a strong volunteer base. The Arctic Winter Games provide an important opportunity for young athletes, coaches, and officials, and are key to sport development in the Yukon and circumpolar north. The economic impact for the community is also significant. Sport Yukon has advised that the various sport organizations are willing to host the sport competitions and are supportive of the City hosting the 2020 Games.

Advising the Minister that the City will consider hosting the 2020 Games will allow time for discussion and negotiation with respect to financial issues, sport selection, and other areas to be considered as part of a contract with the Arctic Winter Games International Committee. A decision to host the 2020 Games will impact future Councils, but that is always the case with significant events due to the lead time required for planning.

If the City is willing to host the 2020 Games a contract will be negotiated with the Arctic Winter Games International Committee and a host society will be formed.

Recommendation

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

4. Robert Service Campground Operating Agreement

The City has been contracting out the operation of the Robert Service Campground since 1980, and the latest operating agreement expired at the end of December 2015. Due to the deteriorating condition of the campground infrastructure, it is not considered a reasonable expenditure of staff time and funds to proceed with the normal lease agreement process at this time.

Administration consulted with last season's 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 are aware that an infrastructure failure may cause the facility to be closed. However, they indicated a desire to continue operating the campground and agreed to amend the term of the contract. The amended agreement will allow continued operation under the terms and conditions of the existing contract for a further two year period.

The Committee asked for additional information with respect to budget estimates and timelines for the infrastructure improvements, and on the overall scope of the planning project for this location.

Recommendation

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.

5. Trail Issue Resolution – Dawson Road, Wolf Creek

Since 2013 there has been considerable conflict with respect to the designated uses of a portion of the trail network in the vicinity of Dawson Road in Wolf Creek. The Parks and Community Development Department has worked with the community association, the Trail and Greenways Committee and various stakeholder groups to resolve the issue, and last year council referred the matter to the Trail and Greenways Committee.

The trail is currently designated as non-motorized in summer and motorized multiple-use in winter. The Trail and Greenways Advisory Committee recommends that the existing designations be maintained and considered as under review pending an upcoming regional park and trail planning process.

Pat Milligan addressed the Committee to provide some history on the Dawson Road trail and request that the matter be referred back to administration for further review and for assessment of the environmentally sensitive areas.

Recommendation

THAT the recommendation of the Whitehorse Trail and Greenways Advisory Committee with respect to the designation of the trail located at the end of Dawson Road in Wolf Creek be approved and that the existing trail use designations be maintained.

6. Bike to Work Week – For Information Only

The Committee was advised that Bike to Work Week is May 30th to June 3rd and City staff and council members were encouraged to participate in a bike to work challenge with Yukon Energy.



Minutes of the meeting of the Public Health and Safety Committee

Date	May 30, 2016
Location	Council Chambers, City Hall
Committee Members Present	Councillor Jocelyn Curteanu – Chair Councillor Robert Fendrick – Vice-Chair Mayor Dan Curtis Councillor Dan Boyd Councillor Samson Hartland Councillor Betty Irwin Councillor Roslyn Woodcock
Staff Present	Linda Rapp, Acting City Manager Mike Gau, Director of Development Services Peter O’Blenes, Director of Infrastructure and Operations Valerie Braga, Chief Financial Officer Jeff O’Farrell, Manager of Legislative Services Kevin Lyslo, Fire Chief

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

1. Amend Emergency Services Bylaw

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 without authority, potentially putting administration and Council at considerable legal and financial risk. Amending the bylaw to specifically include technical rescue incidents is consistent with existing practice is considered an urgent priority.

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 Committee requested additional information with respect to training and equipment requirements and the associated costs, as well as the jurisdiction of other responding agencies such as the ambulance service and the R.C.M.P.

Recommendation

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.



Minutes of the meeting of the Development Services Committee

Date	May 30, 2016
Location	Council Chambers, City Hall
Committee Members Present	Councillor Betty Irwin – Chair Councillor Dan Boyd – Vice-Chair Mayor Dan Curtis Councillor Jocelyn Curteanu Councillor Robert Fendrick Councillor Samson Hartland Councillor Roslyn Woodcock
Staff Present	Linda Rapp, Acting City Manager Mike Gau, Director of Development Services Peter O’Blenes, Director of Infrastructure and Operations Valerie Braga, Chief Financial Officer Jeff O’Farrell, Manager of Legislative Services

Your Worship, there is no report from the Development Services Committee.



Minutes of the meeting of the Corporate Services Committee

Date	May 30, 2016
Location	Council Chambers, City Hall
Committee Members Present	Councillor Dan Boyd – Chair Councillor Roslyn Woodcock – Vice-Chair Mayor Dan Curtis Councillor Jocelyn Curteanu Councillor Robert Fendrick Councillor Samson Hartland Councillor Betty Irwin
Staff Present	Linda Rapp, Acting City Manager Mike Gau, Director of Development Services Peter O’Blenes, Director of Infrastructure and Operations Valerie Braga, Chief Financial Officer Jeff O’Farrell, Manager of Legislative Services Norma Felker, Assistant City Clerk

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

1. Amend Council Remuneration Bylaw

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. Administration is proposing amendments to the bylaw to provide clarity regarding the types of expenses that are eligible under the additional payment provisions of the bylaw.

Committee members discussed a number of issues including the need for further clarification, the history of honoraria pay, and the context of recent bylaw amendments. The consensus of the Committee was to bring the amendment forward for due process.

Recommendation

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.



Minutes of the meeting of the City Planning Committee

Date May 30, 2016

Location Council Chambers, City Hall

Committee Members Present Councillor Robert Fendrick – Chair
Councillor Samson Hartland – Vice-Chair
Mayor Dan Curtis
Councillor Dan Boyd
Councillor Jocelyn Curteanu
Councillor Betty Irwin
Councillor Roslyn Woodcock

Staff Present Linda Rapp, Acting City Manager
Mike Gau, Director of Development Services
Peter O’Blenes, Director of Infrastructure and Operations
Valerie Braga, Chief Financial Officer
Jeff O’Farrell, Manager of Legislative Services
Patrick Ross, Manager of Planning Services

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

1. Request for OCP Amendment – For Information Only

Doug Gonder of Norcope Enterprises and Lesley Cabott of Stantec addressed the Committee to request that the City bring forward an amendment to the Official Community Plan to allow for the development of a gravel quarry. The proposed quarry area is located in south Whitehorse on the east side of the Alaska Highway between Canyon Crescent and the Utah Siding Yard. The proponents stated that the area is a source for a long-term supply of high quality gravel, located in a steep depression not visible from the highway, buffered on all sides, and not suitable for development.

Norcope has done all that can be done with respect to environmental and socio-economic impacts and mitigations, geotechnical investigations, and conceptual engineering without having tenure to the land. The approval of the City is required before anything further can be done. The proponents requested that the City bring forward an amendment to the Official Community Plan to allow for due process, including public consultation and stakeholder input.

The Committee indicated that administration would be requested to provide additional information with respect to this request.

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

The owner of the property located at 3 Maple Street in Porter Creek wishes to develop an existing hobby workshop into a home-based business. The workshop is located in a detached garage at the rear of the property and is classified as a major home-based business in the residential single-detached zone. This use is subject to conditional use approval by council following a public input session.

No one appeared to speak to this application at the public input session on April 26th. Two written submissions were received, one in support and one opposed. The opposition was based on the potential noise impacts of the business. However, the current hobby use has generated no complaints regarding noise and the proponent plans to use existing equipment for the operation of the business.

Recommendation

THAT the conditional use application to allow a wood-work shop in a detached garage at 3 Maple Street in Porter Creek be approved.



Minutes of the meeting of the City Operations Committee

Date	May 30, 2016
Location	Council Chambers, City Hall
Committee Members Present	Councillor Roslyn Woodcock – Chair Councillor Betty Irwin – Vice Chair Mayor Dan Curtis Councillor Dan Boyd Councillor Jocelyn Curteanu Councillor Robert Fendrick Councillor Samson Hartland
Staff Present	Linda Rapp, Acting City Manager Mike Gau, Director of Development Services Peter O’Blenes, Director of Infrastructure and Operations Valerie Braga, Chief Financial Officer Jeff O’Farrell, Manager of Legislative Services

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

1. Household Hazardous Waste Day – For Information Only

A Committee member noted that the recent household hazardous waste day was a great success and congratulated all participants.

ANALYSIS

All applications were reviewed for compliance with the policy, and the recommended grant allocations are consistent with the policy. The recommended total is \$166,975.13 and is within the approved budget. A few notable items are highlighted below:

1. Downtown Urban Garden Society (DUGS) leases their property from the City. Their 2014 lease includes the “best efforts” clause mentioned above. The revised policy does not allow new applicants to request grants for utility charges. However, as DUGS has historically been awarded a grant for these charges, an estimate of 2015 utility charges has been included as part of the grant recommendations.
2. Softball Yukon and MacBride Museum Society are not expected to apply for this grant funding but are considered eligible grant recipients. Softball’s new lease agreement exempts them from paying property taxes as well as utilities. MacBride Museum holds title to its property which exempts it from the funding tier restrictions based on previous direction from Council. Both organizations were contacted for their financial information.
3. Habitat for Humanity applied for the grant for the two residential units being built at 77 and 79 Iskoot Crescent. The properties were not included on the December 31, 2015 tax assessment roll, and therefore no property taxes are owing for 2016.
4. Northern Lights School of Dance submitted an application for the first time. However the organization does not meet the eligibility criteria of “primarily concerned with providing services to the needy members of the community”.
5. In 2015 Council felt that applicants may not have fully understood the impact of the new policy. Accordingly, Council directed that applicants receive grants in excess of the tiered calculations specified and amended the budget accordingly. After two years of implementation a review of the policy is anticipated to occur this fall.

For 2016 the recommended grant allocations are in accordance with the tiered calculations specified in the policy.

RECOMMENDATION

THAT Bylaw 2016-23, a bylaw to authorize grants for municipal charges and community services for the year 2016, be brought forward for due consideration under the bylaw process.

Following is the list of applicants and recommendations for 2016 Municipal Charges and Community Service Grants.

Applicant	Tier	2016 Proportional Property Tax	WWS	Recommended Grant*
Biathlon Yukon	1	3,209.22	-	3,209.22
Blood Ties	2	2,499.25		1,908.54
Boys and Girls Club	1	4,559.64		4,559.64
Challenge Disability Resource Group	3	6,939.40		3,469.70
DUGS	1	417.61	452.10	869.71
Food Bank Society of Whitehorse	1	8,468.20		8,468.20
Golden Age Society	1	5,324.22		5,324.22
Guild Society	1	11,934.11		11,934.11
Hospice Yukon Society	2	2,194.02		2,114.35
Humane Society	1	7,378.98		7,378.98
Kaushee's Place - Housing Society	1	13,778.35		13,778.35
LDAY	2	2,463.01		2,101.91
MacBride Museum	n/a	27,945.07		27,945.07
Many Rivers	3	7,512.31		3,756.16
Maryhouse	1	2,064.54		2,064.54
Northern Lights School of Dance	1	3,768.72		0.00
Salvation Army –Church	3	11,527.44		5,763.72
Salvation Army –Shelter	3	1,907.61		953.81
Salvation Army –Thrift Store	3	8,770.32		4,385.16
Skookum Jim Friendship Centre	3	6,730.27		3,365.14
Softball Yukon	n/a	11,424.21	12,000.00	23,424.21
Teegatha Oh Zeh	3	15,811.92		7,905.96
Victoria Faulkner Women's Centre	1	2,678.22		2,678.22
Whse. Aboriginal Women's Circle	1	1,992.23		1,992.23
Whse. Rifle and Pistol Club	1	5,578.02		5,578.02
Yukon Association of Community Living	1	2,737.48		2,737.48
Yukon Learn Society	2	2,314.86		2,223.12
Yukon Women's Transition Home Society	3	14,170.75		7,085.38
Grand Total		\$196,099.99	\$12,452.10	\$166,975.13

*Eligible and recommended grant based on policy

CITY OF WHITEHORSE

BYLAW 2016-19

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 it is deemed desirable that the City enter into an agreement with Sport Yukon for the lease of office space in a portion of the Sport Yukon Building located at 4061 Fourth Avenue; for a five year period from January 1, 2016 to and including December 31, 2020, with an option for an additional five-year renewal;

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 five-year agreement with Sport Yukon for the lease of that portion of Unit 1, Whitehorse Condominium Plan No. 27, Whitehorse, Yukon, comprising approximately 195 square metres, as shown on the sketch attached hereto as Appendix "A" and forming part of this bylaw.
2. The Mayor and Assistant City 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: May 24, 2016

THIRD READING and ADOPTION:

Mayor

Assistant City Clerk



CITY OF WHITEHORSE
BYLAW 2016-19
APPENDIX 'A'



Lease agreement between The City of Whitehorse and Sport Yukon for a Portion of Unit 1, Whitehorse Condominium Corporation No. 27, Whitehorse, Yukon.

LEGEND

 SUBJECT AREA

THIS LEASE AGREEMENT, executed this _____ day of _____, 2016 in triplicate, to be effective as of and from the 1st day of January, 2016.

BETWEEN:

Sport Yukon, a society duly incorporated pursuant to the provisions of the *Societies Act*
(the "Landlord").

AND:

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

WHEREAS the Landlord is, or is entitled to be, the registered owner of Unit 1, Whitehorse Condominium Plan No. 27 and an undivided 79% interest in the Common Element therein located at 4061 – 4th Avenue, Whitehorse, Yukon Territory (the "Property"); and

WHEREAS the Tenant desires to lease from the Landlord a portion of the Property as described in paragraph 1.1 herein in accordance with the terms and conditions contained in this Lease.

In consideration of the rents, covenants and agreements hereinafter contained, the Landlord and the Tenant hereby covenant and agree as follows:

1. Demise

1.1 Lease

The Landlord hereby demises and leases to the Tenant and the Tenant does hereby lease and take from the Landlord, for the term, rent and upon the terms and conditions set forth in this Lease, that portion of the building located on the Property described as: follows:

- (a) That portion of Unit 1, Whitehorse Condominium Plan No. 27 comprising approximately 195 square metres (2,100 square feet) shown outlined in bold red line on the sketch attached hereto as Schedule "A"
(the "Leased Premises").

1.2 Term

This Lease and the tenancy hereby created shall commence as of the 1st day of January, 2016, and continue until and including the 31st day of December, 2020 (the "Term").

1.3 Access

The Landlord shall provide reasonable access to the Leased Premises twenty four (24) hours per day, and provide an exclusive area for the use by the Tenant within the Common Element of the Property sufficient to park six (6) vehicles and including a minimum of four (4) electrified vehicle plugins.

1.4 Rent

The Tenant shall pay the Landlord rent calculated based on \$25.00 per square foot (the "Rent") for the Term, by equal consecutive annual instalments of Fifty-Two Thousand and Five Hundred (\$52,500.00) Dollars, in advance prior to the first day of January in each year, commencing the 1st day of January, 2016 (GST is included in the Rent).

2. Covenants of Tenant

2.1 Promises of Tenant

The Tenant covenants and agrees with the Landlord as follows:

- a) **Rent** - To pay the rent hereby reserved at the times and in the manner herein set out without any deduction whatsoever payable to the Tenant or its employee.
- b) **Additional Costs** – To pay separately for any additional costs required for the Tenant's operation of the Leased Premises including security monitoring and alarms, telephone, cable, satellite, internet, replacement light bulbs and fluorescent tubes.
- c) **Use of Leased Premises** - To use the Leased Premises for office uses. The Tenant covenants not to carry any stock of goods, or have anything upon the Leased Premises, or do or omit or permit to be done or omitted upon the Leased Premises, anything which shall in any way impair, invalidate, render void or voidable or conflict with the requirements of any policy of insurance on the Leased Premises, including any regulations of fire insurance underwriters applicable to such policy, or which shall cause the premium of the policy of insurance to be increased.
- d) **Alterations** - To refrain from making any alterations, installations, improvements or additions to the Leased Premises without the prior written consent of the Landlord.
- e) **Good Repair** - To keep the Leased Premises in a good and sanitary state of repair, reasonable wear and tear and damage by fire, lightning and tempest only, excepted. The Tenant will not allow refuse or loose or objectionable material to accumulate in any part or portion thereof.
- f) **Notice of Defects** - To give the Landlord prompt notice, in writing, of any accident to or any defect in the plumbing fixtures or water pipes, gas pipes, heating apparatus, telephone/telecommunication lines, electrical lights and wires. The Tenant shall deliver and yield up to the Landlord at the end of the term hereof the Leased Premises, and all fixtures, fittings and all other items leased hereby, in as good a condition and state of repair and decoration as they are now in, reasonable wear and tear and damage by fire, lightning and tempest only excepted.
- g) **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 Leased Premises for or in connection with the supply of any service or utility to any part of the Leased Premises.

- h) Inspection - The Tenant shall permit the Landlord or any other person authorized by the Landlord to inspect the Leased Premises at all reasonable times.
- i) Landlord Entry - To permit the Landlord or the Landlord's agent to enter the Leased Premises as follows:
 - i. In case of emergency; or
 - ii. In the case the Tenant has abandoned the Leased Premises; or
 - iii. At reasonable times after giving twenty hour (24) hours' notice to the Tenant during the last 30 days of the Term or any renewal thereof, to show the Property to prospective tenants.
- j) 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(ii) herein, the Tenant shall deliver all keys, operational manuals and logs and such documents as are reasonably requested which relate to the Leased Premises.
- k) Assignment - Not to assign, sublet or part with possession of the Leased Premises or any part thereof without first obtaining the written consent of the Landlord, which consent may be arbitrarily or unreasonably withheld.
- l) Insurance - To acquire and keep in force during the Term, public liability insurance providing a minimum of two million (\$2,000,000) dollars coverage and provide the Landlord with a Certificate of Insurance upon request. The Tenant shall be responsible for any insurance for the Tenant's contents within the Leased Premises.
- m) Rules and Bylaws - To abide by and comply with all lawful bylaws, condominium bylaws, rules and regulations of every municipal or other authority which relate to or affect the Leased Premises and to indemnify and save harmless the Landlord for all costs, charges or damages to which the Landlord may be put or suffer by reason of any breach thereof.
- n) Landlord's Costs - To pay all costs incurred by the Landlord including all solicitor/client costs incurred by the Landlord in taking measures to remedy any default or alleged default of the Tenant hereunder.
- o) Indemnity - To indemnify and save harmless the Landlord in respect of all liabilities, fines, suits, claims, demands and actions of any kind for which the Landlord shall and may become liable or suffer by reason of the breach for non-performance by the Tenant of any covenant of this Agreement by reason of any act or default by the Tenant or any of the Tenant's guests.
- p) Builder's Liens - The Tenant covenants to promptly pay all charges incurred by the Tenant for any work, labour, services or materials that may be done, supplied or performed in respect of the Property and shall not cause, suffer or permit any builder's lien whatsoever to be registered or attached to the Leased Premises and if any such lien should be so registered or attached the Tenant shall pay off and discharge the same forthwith and, if the Tenant shall fail or neglect to do so with ten (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 installment of rent the amount so paid including all costs to the Landlord together with interest thereon from the date of payment.

- q) Mortgage against Property - The Tenant covenants that this Lease is subject to and subordinate to all mortgages or encumbrances 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 or encumbrance given by the Landlord against the Land.

3. Covenants of Landlord

3.1 Promises of Landlord

The Landlord covenants and agrees with the Tenant as follows:

- a) To permit the Tenant to peacefully possess and enjoy the Leased Premises until the termination of the tenancy, without any interruption or disturbance by the Landlord or any person or persons lawfully claiming by, from or under him, except as specifically set out herein, provided that the Tenant has paid the rent hereby reserved and all other monies payable under this Lease, and observed and performed all covenants on the part of the Tenant herein contained and on his part to be observed and performed.
- b) Utilities and Charges – To provide and pay for all costs associated with HVAC systems, snow clearing, waste collection, cleaning and janitorial, electricity, hot water, building water charges, sewer charges, property taxes and building fire insurance.

4. Option to Renew

4.1 Grant of Option

If the Tenant duly and regularly pays the rent hereunder and performs all and every of the covenants and agreements herein contained on the part of the Tenant to be paid, observed and performed, the Landlord shall, upon the written request of the Tenant made not less than 180 days prior to the expiration of the term thereof, grant to the Tenant a renewal of this Lease for a further term of five (5) years at fair market value rent to be agreed upon by the Landlord and the Tenant on or before 90 days prior to the expiration of the Term.

4.2 Terms of Renewal Lease

The renewal lease shall contain the same terms, provisos, covenants, and agreements herein except the rental rate contained in section 1.4 herein and except that there shall be no further right of renewal.

5. General Provisions

5.1 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.

5.2 Dispute Resolution

Any dispute between the parties pertaining to repair and maintenance shall be referred to a single arbitrator whose decision shall be final. The procedure and all costs and expenses for such arbitration shall be determined by the arbitrator. The provisions of the *Yukon Arbitration Act*, as amended from time to time, shall apply to such arbitration, including the selection of the arbitrator should the parties fail to agree.

5.3 Overholding

If the Tenant continues to occupy the Leased 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.

5.4 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.

5.5 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:

Sport Yukon

4061 - 4th Avenue

Whitehorse, YT Y1A 1H1

Attention: Executive Director

Fax No. (867) 667-4237

Email Address: news@sportyukon.com

If to the Tenant:

The City of Whitehorse

2121 Second Avenue

Whitehorse, Yukon Territory, Y1A 1C2

Attention: Manager, Planning & Building Services

Fax No. (867) 668-8395

Email Address: land@whitehorse.ca

A notice shall be deemed to have been received, if 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 or postal services a notice shall be given by one of the other methods of communication.

5.6 Representations

No representations as to the condition of the Leased Premises have been made to the Tenant by the Landlord except those representations herein contained, and no promises have been made by the Landlord to decorate, alter or improve the Leased Premises or to replace any or all of the appliances located thereon.

5.7 Gender and Number

Whenever the singular number or masculine gender is used in this Lease the same shall be construed as including the plural and feminine and neuter respectively for the fact or context so requires; and in any case where any particular party to this Lease is comprised of more than one person, all covenants and agreements herein contained shall be construed and taken as against such party as joint and several.

5.8 Enurement

This Agreement shall enure to the benefit of and be binding upon the parties hereto together with their respective heirs, executors, administrators, successors and assigns.

5.9 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.

5.10 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.

5.11 Interpretation of Words

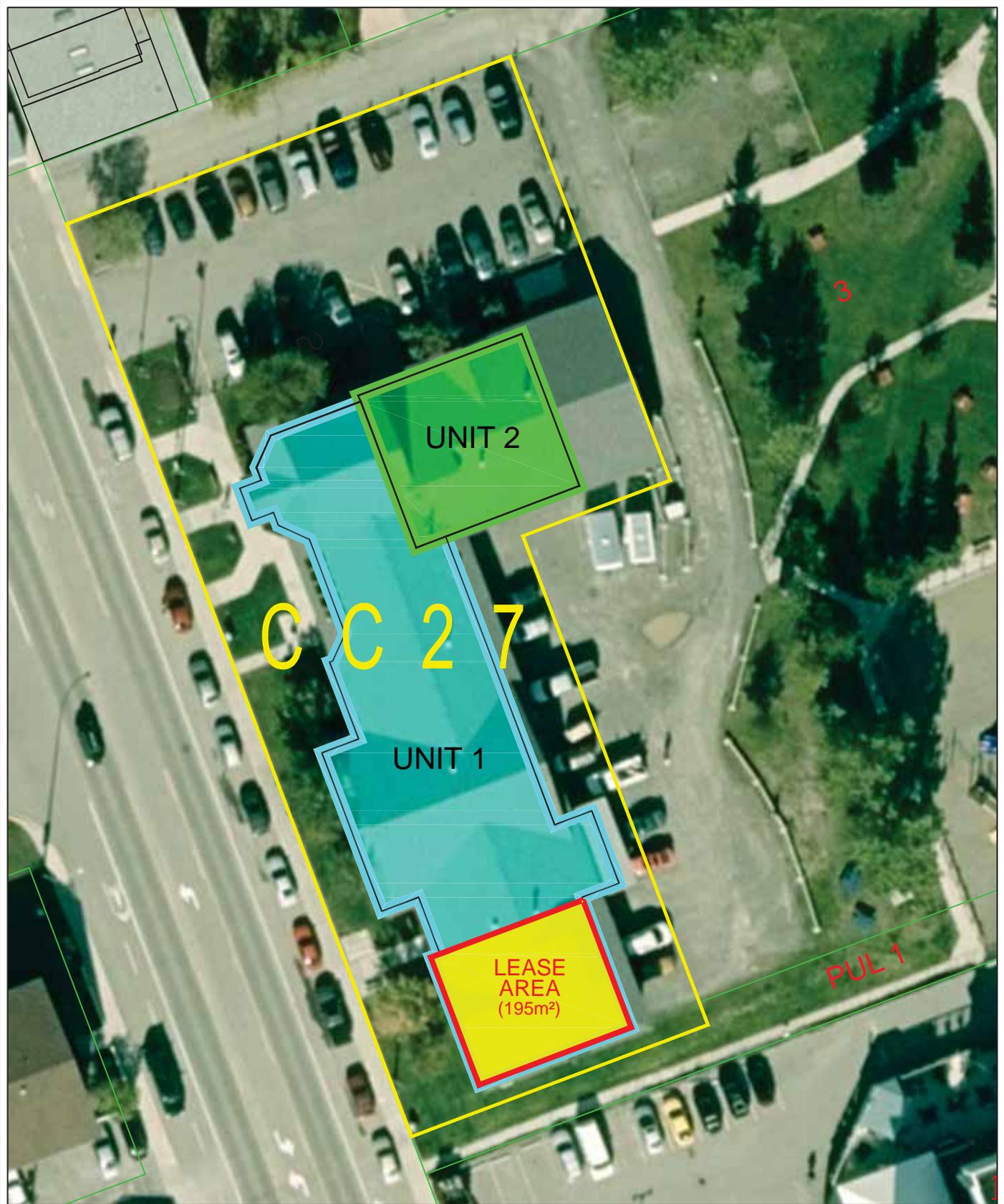
Wherever the singular or the masculine is used in this Lease, the same shall be deemed to include the plural or the feminine or the body politic or corporate where the context or the parties so require.

5.12 Time of Essence

Time shall in all respects be of the essence hereof.

5.13 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.



SCALE: 1:2,000	DWN. BY: MLB
DATE: MAY 16, 2016	R.No: 0
FILE No: Bylaw #2016-19	
R:\Lease Agreements\GRANTEE\Sport Yukon*.dwg	

CITY OF WHITEHORSE - PLANNING & BUILDING SERVICES

LEASE AREA - LOCATION SKETCH - SCHEDULE 'A'
 Lease agreement between The City of Whitehorse & Sport Yukon
 for a Portion of Unit 1, Whitehorse Condominium Plan No. 27



**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 _____, 2016.)
) _____
) Dan Curtis, Mayor
)
)
)
)
_____) _____
A Notary Public in and for)
the Yukon Territory) Norma Felker, Assistant City Clerk
)
)
)
_____) _____
Print Name of Notary Public)

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

BYLAW 2016-23

A bylaw to provide for community service grants and grants for property taxes and other municipal charges for the year 2016

WHEREAS section 245 of the *Municipal Act* (R.S.Y. 2002) provides that council may by bylaw make grants to any person or association of persons; and

WHEREAS council adopted a policy to provide grants with respect to municipal taxes or rent paid in lieu of taxes to charitable, non-profit, recreational and religious Whitehorse organizations that are primarily concerned with providing services to disadvantaged members of the community; and

WHEREAS the policy also provides for grants with respect to municipal taxes or rent paid in lieu of taxes to eligible Whitehorse organizations that provide general services to the community, including but not limited to animal shelter facilities, museums, and organizations that lease municipally-owned property; and

WHEREAS council has established a policy of granting other specific municipal charges to non-profit charitable and recreational organizations that lease municipally-owned property;

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

1. Grants for property taxes and other municipal charges the amount of \$166,975.13 are hereby authorized as detailed in Appendix "A" attached hereto 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

Community Service & Municipal Charges Grants Bylaw 2016-23

Appendix "A"

Roll Number	Applicant	Grant
3701011150	Biathlon Yukon	3,209.22
3011131000	Blood Ties	1,908.54
3011000300	Boys and Girls Club	4,559.64
3010091800	Challenge Disability Resource Group	3,469.70
3011450400	Downtown Urban Gardeners' Society	869.71
3011000300	Food Bank Society of Whitehorse	8,468.20
3015060202	Golden Age Society	5,324.22
3100169300	Guild Society	11,934.11
3010380800	Hospice Yukon Society	2,114.35
3460007600	Humane Society	7,378.98
3015051300	Kaushee's Place Housing Society	13,778.35
3460007500	Learning Disabilities Association Yukon	2,101.91
3010071800	MacBride Museum	27,945.07
3010220600	Many Rivers	3,756.16
3011230200	Maryhouse	1,743.90
3011230300	Maryhouse	320.64
3011001800	Salvation Army – Church	5,763.72
3011000900	Salvation Army – Shelter	953.81
3400002100	Salvation Army – Thrift Store	4,385.16
3010200700	Skookum Jim Friendship Centre	3,365.14
3110110800	Softball Yukon	23,424.21
3400000400	Teegatha Oh Zheh	7,905.96
3010421100	Victoria Faulkner Women's Centre	2,678.22
3013050700	Whitehorse Aboriginal Women's Circle	1,992.23
3701011140	Whitehorse Rifle and Pistol Club	5,578.02
3013050700	Yukon Association for Community Living	2,737.48
3010201200	Yukon Learn Society	2,223.12
3015050600	Yukon Women's Transition Home Society	7,085.38
Grand Total		166,975.13

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; or
 - (4) Attending regularly scheduled meetings of committees to which they have been appointed as a 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
 - (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; or

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

- (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

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 called "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.

RSCG Operating Agreement Bylaw 2016-27

- (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

RSCG Operating Agreement Bylaw 2016-27

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).

RSCG Operating Agreement Bylaw 2016-27

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.
- (2) 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.

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- (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*

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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

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:
 - (1) Name of each person staying on site;
 - (2) City and country of permanent residence;
 - (3) Make and colour of tent;
 - (4) Signature acknowledging they have read and agree to abide by the campground rules as posted.

Schedule B

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.