CITY OF WHITEHORSE DATE: Monday, February 14, 2022

**REGULAR** Council Meeting #2022-03 TIME: 5:30 p.m.

Mayor Laura Cabott Deputy Mayor Dan Boyd

Reserve Deputy Mayor Jocelyn Curteanu

#### <u>AGENDA</u>

**CALL TO ORDER** 5:30 p.m.

AGENDA Adoption

**PROCLAMATIONS** 

MINUTES Regular Council meeting dated January 31, 2022

**DELEGATIONS** 

**PUBLIC INPUT** 2022 to 2024 Operating Budget

#### **STANDING COMMITTEE REPORTS**

**Corporate Services Committee** – Councillors Friesen and Cameron

Range Road South Lift Station

Budget Amendment - Snow and Ice Control Program Review

City Planning Committee - Councillors Boyd and Laking

Lease Agreement – Frostbite Music Society (Chambers House)

Public Hearing Report – Zoning Amendment – KDFN Lot on Robert Service Way

Public Hearing Report – Zoning Amendment – 115 Range Road

Public Hearing Report - Zoning Amendment - Whistle Bend Phase 9

**Development Services Committee** – Councillors Curteanu and Murray

**City Operations Committee** – Councillors Laking and Boyd

**Community Services Committee** – Councillors Murray and Friesen

Public Health and Safety Committee – Councillors Cameron and Curteanu

#### **NEW AND UNFINISHED BUSINESS**

#### **BYLAWS**

2022-05	Umbrella Capital Budget Amendments	3 <sup>rd</sup> Reading
2022-06	Umbrella Operating Budget Amendments	3 <sup>rd</sup> Reading
2022-07	Write Off Uncollectible Accounts	3 <sup>rd</sup> Reading
2021-38	Zoning Amendment – KDFN Lot Robert Service Way	2 <sup>nd</sup> & 3 <sup>rd</sup> Reading
2021-39	Zoning Amendment – 115 Range Road	2 <sup>nd</sup> & 3 <sup>rd</sup> Reading
2021-42	Zoning Amendment – Whistle Bend Phase 9	2 <sup>nd</sup> & 3 <sup>rd</sup> Reading
2022-10	Lease Agreement – Frostbite Music Society	1 <sup>st</sup> & 2 <sup>nd</sup> Reading

#### **ADJOURNMENT**

MINUTES of **REGULAR** Meeting #2022-02 of the Council of the City of Whitehorse called for 5:30 p.m. on Monday, January 31, 2022, in Council Chambers, City Hall.

PRESENT: Mayor Laura Cabott

Deputy Mayor Dan Boyd
Councillors Kirk Cameron

Jocelyn Curteanu Michelle Friesen Ted Laking Mellisa Murray

ALSO PRESENT: Interim City Manager Jeff O'Farrell

Acting Director of Community Services Krista Mroz

Director of Corporate Human Resources Lindsay Schneider

Director of Corporate Services Valerie Braga
Director of Development Services Mike Gau

Director of Operations Tracy Allen
Assistant City Clerk Norma Felker
Technical Support Specialist Lloyd Borres

Mayor Cabott requested that everyone present stand for a minute of silence to acknowledge the passing of retired City Manager Linda Rapp. The Mayor paid tribute to Linda's nearly 40 years of dedicated service to the City of Whitehorse and the community at large.

TRIBUTE TO LINDA RAPP

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

**CALL TO ORDER** 

#### 2022-02-01

It was duly moved and seconded

THAT the agenda be adopted as amended with the change being that delegate Anne Middler be allotted ten minutes for her presentation with respect to the proposed Snow and Ice Control Policy amendments.

**AGENDA** 

Carried Unanimously

#### 2022-02-02

It was duly moved and seconded

THAT the minutes of the Regular Council meeting dated January 17, 2022 be adopted as amended with the change being that the resolutions authorizing the procurement of various fuels and the procurement of propane were both carried unanimously.

MINUTES

December 13, 2021

Carried Unanimously

#### **DELEGATE SUBMISSIONS**

Anne Middler addressed Council to request that the maintenance policies with respect to multi-use trails be reviewed as current practices make trails unusable for kick-sledding. She noted that removing snow down to bare pavement promotes the formation of icy conditions which then require the application of grit to mitigate slip risks. The current Trail Maintenance Policy actually requires the application of grit immediately after the snow is cleared, even if the exposed surface is not icy. Ms. Middler stated that when trails are groomed to leave a few centimetres of compacted snow on the surface, no winter users are excluded from using them. A compacted snow surface is good for cyclists, walkers and kicksledders. Ms. Middler asked that the proposed maintenance for the Downtown Escarpment Trail be modified so that it will still be usable by kicksledders

ANNE MIDDLER Proposed Amendments to Snow and Ice Control Policy

#### STANDING COMMITTEE REPORTS

#### **City Budget Committee**

Mayor Cabott presented the budget speech for the 2022 Operating Budget and the Provisional Budgets for 2023 and 2024. The budget totals just over \$93.4 million and includes a residential tax increase of 2.65 percent.

MAYOR'S OPERATING BUDGET ADDRESS For Information Only

#### **Corporate Services Committee**

#### 2022-02-03

It was duly moved and seconded

THAT the City Seal be affixed to the 2021 Tax Lien Summary List to authenticate the list.

2021 TAX LIEN LIST

Carried Unanimously

#### 2022-02-04

It was duly moved and seconded

THAT Bylaw 2022-05, a bylaw to amend the 2021 to 2024 Capital Expenditure Program with respect to budget adjustments made throughout 2021, be brought forward for consideration under the bylaw process; and

THAT Bylaw 2022-06, a bylaw to amend the 2021 Operating and Maintenance Program with respect to budget adjustments made throughout 2021, be brought forward for consideration under the bylaw process.

Carried Unanimously

BRING FORWARD 2021 UMBRELLA BUDGET AMENDMENT BYLAWS

#### 2022-02-05

It was duly moved and seconded

THAT Bylaw 2022-07 a bylaw to authorize the write-off of uncollectible accounts, be brought forward for consideration under the bylaw process.

BRING FORWARD A
BYLAW TO WRITE OFF
UNCOLLECTIBLE
ACCOUNTS

Carried Unanimously

#### 2022-02-06

It was duly moved and seconded

THAT Administration is hereby authorized to commence the procurement for the Livingstone Lagoon Desludging project.

Carried Unanimously

COMMENCE PROCUREMENT Livingstone Lagoon Desludging Project

A Committee member acknowledged that in the current climate there are huge challenges and risks associated with the City Hall Renovation project, and suggested that a unique management plan be developed to do everything possible to stay within the current budget.

It was also suggested that regular updates to Council should be provided, and that a technical briefing should be given to the media.

The consensus of the Committee was to direct that a Council and Administration Roundtable Meeting be scheduled in the near future to allow for further discussion on the City Hall Renovation project.

CITY HALL RENOVATION AND SERVICE BUILDING PROJECT For Information Only

#### **City Planning Committee**

There was no report from the City Planning Committee.

No Report

#### **Development Services Committee**

A Committee member spoke of the impact that the COVID-19 pandemic has had on local businesses, and more particularly on the food and beverage sector. It was noted that the mitigation measures adopted by Council last year were for that calendar year only, and many businesses were not able to access measures such as the pop-up patio program because the application process was too onerous and the costs too steep. The suggestion was made that Council should be looking at options to mitigate the impacts of the new restrictions and allow businesses to recoup their losses.

The Mayor suggested that Council members examine the information presented to Council last year and bring forward suggestions for amendments if situations have changed.

COVID-19 IMPACT ON BUSINESSES

For Information Only

#### **City Operations Committee**

#### 2022-02-07

It was duly moved and seconded

THAT the Snow and Ice Control Policy be amended by adding the Lower Escarpment paved path and the Granger-Hillcrest Connector Trail to the trails maintained in accordance with Appendix "C".

AMEND SNOW AND ICE CONTROL POLICY Add Trails to Appendix "C"

Carried Unanimously

Administration advised that the two trails proposed to be added to the City's maintenance cycles are a response to requests from residents and various community associations for better maintenance of active transportation infrastructure. While a broader review of the policy will be required before additional trails can be added to the maintained list, these two trails can be maintained this winter within existing budgets.

Administration confirmed that the Trail Maintenance Policy requires that trails maintained by the Parks department be sanded immediately after the snow is removed. However, the Downtown Escarpment trail will be maintained by the Transportation department, and that department's maintenance standard specifies the use of sand or gravel only on an asneed basis. It was noted that trail maintenance will be done with a Bobcat, and therefore the snow will be removed down to bare pavement.

Council members discussed the concerns raised by the delegate, but the consensus was to proceed with the amendment as proposed. Discussion

#### **Community Services Committee**

Mayor Cabott proclaimed Wednesday, January 26<sup>th</sup>, 2022 to be **Bell Let's Talk Day** in the City of Whitehorse.

**PROCLAMATION** 

In response to questions raised, Administration advised that under current restrictions groups booking space in City facilities have been asked to cancel their bookings until the end of January. Cancelation fees are not being charged, and when access is resumed the groups will be re-booked into their original space. The booking office is maintaining frequent contact with user groups in order to get as many users into the facilities as possible.

For groups such as the curling club that operate under a lease agreement, the terms of the lease do not provide for circumstances where the group can't use the facility and therefore cannot raise the revenue necessary to meet the lease requirements. It is likely that there will be financial impacts for every sport and recreation organization throughout the territory, and therefore some relief may be offered by the Government of Yukon.

COVID-19 IMPACTS ON RECREATION For Information Only A Committee member advised that many people have expressed their appreciation for the City's ongoing maintenance of the Millennium Trail.

MILLENNIUM TRAIL For Information Only

#### **Public Health and Safety Committee**

On behalf of the Yukon Status of Women Council and the Yukon Women's Coalition, Aja Mason and Jonna Reaume provided a high-level summary of the Taxi Safety Report in an audio-only presentation to the Committee. The report indicates that formal channels to report violence are not adequate to present a true picture, and a way to communicate regularly to City Council is needed.

To prioritize the recommendations in the report, it was recommended that Council establish an advisory committee composed of community members who could work with the recommendations and develop a roadmap. It was further recommended that such a committee should include an indigenous representative since aboriginal women are disproportionately mentioned in the report's findings.

A Committee member noted that the current Vehicle for Hire Bylaw addresses driver safety but not passenger safety, and suggested that the bylaw be reviewed from a public safety and passenger perspective. It was also noted that video recordings are only required to be retained for a period of seven days, and the suggestion was made that this time frame is inadequate.

It was also noted that the recordings are video only and therefore verbal comments are not captured. It was suggested this should be considered in any review of safety requirements.

Administration advised that a Council and Administration Roundtable meeting has been scheduled for early March to further discuss the issue of taxi safety and possible amendments to the Vehicle for Hire Bylaw.

A Committee member noted that opioid use is killing our youth as well as other community members, and asked what the City can do to help.

Administration advised that at present the City is lending support to agencies leading the charge, and the Mayor has been participating in discussions with other agencies. In the meantime, the City can ensure that naloxone training and kits are up to date and their availability increased, along with increased signage in City facilities.

Additionally, the City can also regularize fire and life safety inspections at multi-tenancy buildings in conjunction with other regulatory partners, and utilize social media platforms to carry partner messages.

TAXI SAFETY REPORT
For Information Only

OPIOID CRISIS
For Information Only

**BYLAWS** 

2022-02-08

It was duly moved and seconded

THAT Bylaw 2022-04, a bylaw to authorize the allocation of various grants for the year 2021, having been read a first and second time, now be given third reading.

**Carried Unanimously** 

BYLAW 2022-04

2021 UMBRELLA GRANT BYLAW

THIRD READING

2022-02-09

It was duly moved and seconded

THAT Bylaw 2022-09, a bylaw to rename two streets in the Whistle Bend Subdivision, having been read a first and second time, now be given third reading.

Carried (6 – 1)

**BYLAW 2022-09** 

RENAME TWO STREETS IN WHISTLE BEND

THIRD READING

A Council member noted that the names being changed are based on a theme that has historical significance for the City, and the connotations associated with them are not primarily negative. Other members stated that the name changes reflect the City's values of inclusivity and a desire to make residents and visitors feel welcome.

In response to questions raised, Administration advised that street names for the next phases of Whistle Bend will be chosen from the list of vessels that has been used for naming streets in this subdivision. The remaining names will be scrutinized with a more inclusive lens before being proposed.

IN FAVOUR Mayor Cabott, Councillors Boyd, Curteanu, Friesen,

Laking and Murray

OPPOSED Councillor Cameron

Discussion

Recorded Vote

2022-02-10

It was duly moved and seconded

THAT Bylaw 2022-05, a bylaw to amend the 2021 to 2024 Capital Budget to authorize expenditures that vary from the approved Capital Expenditure Program, be given first reading.

Carried Unanimously

**BYLAW 2022-05** 

2021 UMBRELLA CAPITAL BUDGET AMENDMENTS

FIRST READING

2022-02-11

It was duly moved and seconded

THAT Bylaw 2022-05, a bylaw to amend the 2021 to 2024 Capital Budget to authorize expenditures that vary from the approved Capital Expenditure Program, be given second reading.

Carried Unanimously

**BYLAW 2022-05** 

SECOND READING

2022-02-12

It was duly moved and seconded

THAT Bylaw 2022-06, a bylaw to amend the 2021 to 2023 Operating Budget to authorize expenditures that vary from the approved Operating

Expenditure Program, be given first reading.

**BYLAW 2022-06** 2021 UMBRELLA

OPERATING BUDGET **AMENDMENTS** 

FIRST READING

2022-02-13

It was duly moved and seconded

THAT Bylaw 2022-06, a bylaw to amend the 2021 to 2023 Operating Budget to authorize expenditures that vary from the approved Operating Expenditure Program, be given second reading.

Carried Unanimously

Carried Unanimously

**BYLAW 2022-06** 

SECOND READING

2022-02-14

It was duly moved and seconded

THAT Bylaw 2022-07, a bylaw to authorize the write-off of uncollectible accounts, be given first reading.

**BYLAW 2022-07** 

WRITE OFF BYLAW FIRST READING

Carried Unanimously

2022-02-15

It was duly moved and seconded

THAT Bylaw 2022-07, a bylaw to authorize the write-off of uncollectible accounts, be given second reading.

Carried Unanimously

**BYLAW 2022-07** 

SECOND READING

**2022-02-16** 

It was duly moved and seconded

THAT Bylaw 2022-01, a bylaw to adopt the 2022 annual Operating Budget and the provisional budgets for 2023 and 2024, be given first reading.

Carried Unanimously

**BYLAW 2022-01** 

2022 TO 2024 OPERATING BUDGET

FIRST READING

2022-02-17

It was duly moved and seconded

THAT Bylaw 2022-02, a bylaw to levy taxes for the year 2022, be given first reading.

Carried Unanimously

**BYLAW 2022-02** 

2022 TAX LEVY FIRST READING

#### 2022-02-18

It was duly moved and seconded

THAT Bylaw 2022-03, a bylaw to amend the Fees and Charges Bylaw in accordance with the 2022 Operating Budget, be given first reading.

Carried Unanimously

**BYLAW 2022-03** 

AMEND FEES & CHARGES (Budget Changes)

FIRST READING

Mayor Cabott acknowledged that February 1<sup>st</sup> is Chinese New Year and on behalf of the City of Whitehorse wished a happy, healthy and prosperous new year to everyone celebrating the new Lunar Year.

CHINESE NEW YEAR For Information Only

There being no further business, the meeting adjourned at 7:19 p.m.

**ADJOURNMENT** 



### Minutes of the meeting of the Corporate Services Committee

**Date** February 7, 2022 2022-03

**Location** Council Chambers, City Hall

Councillor Michelle Friesen – Chair Councillor Kirk Cameron – Vice-Chair

CommitteeMayor Laura CabottMembersDeputy Mayor Dan BoydPresentCouncillor Jocelyn Curteanu

Councillor Ted Laking Councillor Mellisa Murray

Jeff O'Farrell, Interim City Manager

Krista Mroz, Acting Director of Community Services\*\*

Valerie Braga, Director of Corporate Services\*\*

Lindsay Schneider, Director of Corporate HR Services\*\*

Staff Mike Gau, Director of Development Services

Present Tracy Allen, Director of Operations

Taylor Eshpeter, Manager of Engineering Services

Michael Abbott, Acting Manager of Fleet and Transportation Services

Wendy Donnithorne, Manager of Legislative Services

Norma Felker, Assistant City Clerk

Lloyd Borres – Technical Support Specialist

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

#### 1. Range Road South Lift Station

The sewage lift station on Range Road is at the end of its life cycle, causing frequent operational problems including security concerns. An engineering feasibility assessment in 2020 determined that the best solution is the full replacement of the lift station, and a preliminary cost assessment of \$2.4 million was identified. Detailed design is now 95% complete and an additional \$500,000 is required to complete the work.

Project funding in the amount of \$2.4 million was approved in the 2021 Capital Budget, and this amount needs to be re-budgeted to 2022. The additional costs are eligible for Gas Tax funding, and it is proposed that the required \$500,000 be funded from the

<sup>\*\*</sup>Indicates electronic participation

water and sewer reserve until a new Gas Tax transfer payment agreement has been approved.

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

THAT the remaining funds from the 2021 capital budget for the Range Road South Lift Station project be re-budgeted to 2022 in an amount up to \$2,314,249; and

THAT the 2022 to 2025 Capital Expenditure Program be amended by increasing the 2022 budget for the Range Road South Lift Station project in the amount of \$500,000, funded from the Water and Sewer Reserve until an amended Gas Tax Transfer Payment Agreement has been approved; and

THAT Administration be authorized to commence the procurement for the Range Road South Lift Station project.

#### 2. Budget Amendment – Snow and Ice Control Program Review

In response to a request from the last Standing Committee meeting, Administration is seeking a mandate to complete a detailed review of the Snow and Ice Control Policy. An in-depth review of the policy is required due to population growth, climate change, and changing community needs. Administration proposes to add a new project to the 2022 Capital Budget that will engage a consultant to conduct a gap analysis of the current policy, budget allocations, and fleet and personnel resources. The review will identify new and emergent technologies and best practices, and will prepare a detailed implementation plan for recommended changes. It will also provide key inputs into the ongoing Snow Site Management Plan review.

Committee members thanked Administration for their quick response to the request for a review, but expressed concern that the results may not be received in time for recommendations to be implemented for the next snow season. Additional concerns were raised that recommendations regarding equipment changes or increased staffing may not be received in time to be included in budget discussions.

Lee Hawkings addressed the Committee to suggest that the proposed review should also consider the snow and ice control provisions of the Trail Maintenance Policy with a view to creating progressive winter trail maintenance practices. He expressed the hope that the policies would be considered together, and that procurement guidelines will require prior experience with active transportation, stakeholder engagement, and incorporation of the Bicycle Network Plan.

Discussion of current issues with snow removal is recorded under the Operations Committee.

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

THAT the 2022 to 2025 Capital Expenditure Plan be amended by adding a new capital project titled 'Snow and Ice Control Policy Review' for the purpose of completing a comprehensive review of the City's existing policy, in the amount of \$100,000, funded from the General Reserve.



### Minutes of the meeting of the City Planning Committee

**Date** February 7, 2022 2022-03

**Location** Council Chambers, City Hall

Deputy Mayor Dan Boyd – Chair Councillor Ted Laking – Vice-Chair

CommitteeMayor Laura CabottMembersCouncillor Kirk CameronPresentCouncillor Jocelyn Curteanu

Councillor Michelle Friesen Councillor Mellisa Murray\*\*

Jeff O'Farrell, Interim City Manager

Krista Mroz, Acting Director of Community Services\*\*

Valerie Braga, Director of Corporate Services\*\*

Lindsay Schneider, Director of Corporate HR Services\*\*

Staff Mike Gau, Director of Development Services

Present Tracy Allen, Director of Operations

Wendy Donnithorne, Manager of Legislative Services

Karmen Whitbread, Senior Planner

Mathieu Marois, Planner

Norma Felker, Assistant City Clerk

Lloyd Borres – Technical Support Specialist

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

#### 1. Lease Agreement – Frostbite Music Society

The Chambers House is owned by the Frostbite Music Society and is listed as a heritage resource on the City's Heritage Registry. The original lease agreement between the City and Frostbite comprised the footprint of the Chambers House plus a two-metre buffer on all sides. That lease expired in 2019 and is now in an over-hold status.

The lease area is situated adjacent to other heritage buildings in Shipyards Park between the skating loop and the Riverfront Trail. The area is designated Mixed Use–Riverfront in the City's Official Community Plan, which encourages public and cultural amenities that promote the heritage character of the area.

<sup>\*\*</sup>Indicates electronic participation

The Chambers House is occupied year round and provides a presence in the park that contributes to the prevention of crime and vandalism.

Administration has negotiated the terms of a new lease with Frostbite that includes a 10-year term and an increase to the lease area to accommodate a new para-ramp to the building.

Council members spoke in support of the addition of a para-ramp, but expressed a desire to ensure that the ramp does not significantly detract from the heritage character of the building.

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

THAT Bylaw 2022-10, a bylaw to authorize a lease agreement with the Frostbite Music Society for a parcel of land within Shipyards Park for the Chambers House, be brought forward for consideration under the bylaw process.

#### 2. Public Hearing Report - KDFN Lot 1216 Zoning Amendment

The Kwanlin Dün First Nation's Development Corporation has applied to rezone a Settlement Land parcel at the intersection of Robert Service Way and the Alaska Highway to allow for Public Utility and Commercial/Industrial uses. The parcel zoned Public Utility will be leased to Yukon Energy for a Battery Energy Storage System Facility. The remaining portion will be zoned Mixed-Use Commercial/Industrial to allow for the development of four commercial/industrial lots.

The proposed zoning aligns with the industrial designation under Kwanlin Dün's Self-Government Agreement, prohibits heavy industrial and residential uses on the site, and is consistent with the Official Community Plan and the Robert Service Way Planning Study. Development planned for the site will not utilize municipal water or sewer services. Road access will be provided through the vacant Yukon land to the east, connecting with Robert Service Way at the Ear Lake Road intersection.

At the public hearing, only one submission was received. The submission opposed the bylaw due to geo-hazard concerns with the batteries being located near other sources of power in an earthquake zone, and safety concerns due to the location being within a runway flight path.

The YESSA review process determined that locating the batteries on the subject site will not initiate or exacerbate any geo-hazard risks over and above any other location in Whitehorse. In the event of a hazard occurring, the batteries are planned to be stored in metal containers and will be equipped with an automated system for detection and on-site suppression of fire. Yukon Energy will also coordinate with the Whitehorse Fire department to prepare a fire response plan.

In response to questions raised, Administration advised that if the zoning amendment is approved, compliance with Airport regulations and issues with respect to traffic impacts will be addressed at the development permit stage.

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

THAT Bylaw 2021-38, a bylaw to amend the zoning of Lot 1216 Robert Service Way to allow for public utility and commercial/industrial uses, be brought forward for second and third reading under the bylaw process.

#### 3. Public Hearing Report – 115 Rang Road Zoning Amendment

The owner of 115 Range Road has applied to rezone the property from Airport to Highway Commercial. The company has stopped using this property for their helicopter business operations as the site no longer meets the requirements for helicopter uses. The property is surrounded by properties zoned Highway Commercial, and is accessed by signalized intersections from the Alaska Highway and Two Mile Hill. The proposed zoning permits a range of commercial uses and aligns with the intent of the land use designation under the Official Community Plan.

No written or verbal submissions were received and there were no delegations at the Public Hearing. No issues were raised.

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

THAT Bylaw 2021-39, a bylaw to amend the zoning of 115 Range Road from Airport to Highway Commercial, be brought forward for second and third reading under the bylaw process.

#### 4. Public Hearing Report – Whistle Bend Phase 9 Zoning Amendment

Administration brought forward an amendment to the Zoning Bylaw to establish the zoning for the area known as Phase 9 of Whistle Bend. Phase 9 is located near the entry-points of Area C at the outer perimeter of Whistle Bend. This phase is further from transit services and the commercial core—town square. Good connectivity is provided through perimeter trails and active transportation routes, and the area is planned for low-to-medium density residential development. The Phase 9 design ensures a mix of housing forms, including lots for single-detached homes, duplexes, townhouses and one multi-family lot.

No written or verbal submissions were received and there were no delegations at the Public Hearing. No issues were raised.

A Committee member noted the lack of public input with all three of the applications currently under consideration, and suggested that the notification process regarding potential zoning amendments should be expanded.

A Committee member reiterated concerns previously expressed about the impact of increasing density in Whistle Bend on traffic patterns and the existing transportation infrastructure. Administration advised that planning projects such as the Transportation Master Plan are currently underway to assess and address the long term impacts of increased densification and vehicle traffic.

The question was raised for follow up by Administration as to whether development standards regarding density and design are being evaluated or adjusted for the next phases of the Whistle Bend area to address snow removal and street parking issues such as those experienced this season.

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

THAT Bylaw 2021-42, a bylaw to establish the zoning for Phase 9 of Whistle Bend, be brought forward for second and third reading under the bylaw process.



#### Minutes of the meeting of the Development Services Committee

**Date** February 7, 2022 2022-03

**Location** Council Chambers, City Hall

Councillor Jocelyn Curteanu – Chair Councillor Mellisa Murray – Vice-Chair

Committee Mayor Laura Cabott
Members Deputy Mayor Dan Boyd
Present Councillor Kirk Cameron

Councillor Michelle Friesen Councillor Ted Laking

Jeff O'Farrell, Interim City Manager

Krista Mroz, Acting Director of Community Services\*\*

Valerie Braga, Director of Corporate Services\*\*

Staff Lindsay Schneider, Director of Corporate HR Services\*\*

Present

Mike Gau, Director of Development Services
Tracy Allen, Director of Operations

Wendy Donnithorne, Manager of Legislative Services

Norma Felker, Assistant City Clerk

Lloyd Borres - Technical Support Specialist

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

<sup>\*\*</sup>Indicates electronic participation



### Minutes of the meeting of the City Operations Committee

**Date** February 7, 2022 2022-03

**Location** Council Chambers, City Hall

Councillor Ted Laking - Chair

Deputy Mayor Dan Boyd - Vice-Chair

CommitteeMayor Laura CabottMembersCouncillor Kirk CameronPresentCouncillor Jocelyn CurteanuCouncillor Michelle Friesen

Councillor Michelle Friesen Councillor Mellisa Murray

Jeff O'Farrell, Interim City Manager

Krista Mroz, Acting Director of Community Services\*\* Valerie Braga, Director of Corporate Services\*\*

Lindsay Schneider, Director of Corporate HR Services\*\*

Staff Mike Gau, Director of Development Services

**Present** Tracy Allen, Director of Operations

Michael Abbott, Acting Manager of Fleet and Transportation Services

Wendy Donnithorne, Manager of Legislative Services

Norma Felker, Assistant City Clerk

Lloyd Borres - Technical Support Specialist

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

#### 1. Snow Removal Issues – For Information Only

Committee members discussed the issues arising as a result of the unprecedented amount of snow and the difficulties being experienced by residents as City crews struggle to meet the demand for snow removal. In particular, many issues have arisen around accessibility. It was noted that in some instances there may be no adequate access to bus stops or to the signal button used to implement safety signals at crosswalks. The snow accumulation has also limited access to business fronts and has prevented people from leaving their homes.

Administration advised that City crews have been working overtime for more than a month, and contractor resources are being used to supplement City resources, but they can't be everywhere at once. In accordance with existing policy, priority one and two

<sup>\*\*</sup>Indicates electronic participation

roads are done first, and with back-to-back heavy snowfalls the crews typically return to the priority roads before they proceed with clearing roads with lesser priority. Other options are being examined, including additional potential use of contractors at snow dumps to increase the capacity of City crews to work on snow removal.

A suggestion that a Council and Administration Roundtable be convened to discuss the issues and options was not supported by the majority of the Committee members at this point, recognizing the time and resources spent on a meeting would take away from snow removal work.

A Committee member acknowledged and applauded the active participation of citizens in clearing sidewalks in their neighbourhoods and assisting neighbours experiencing difficulties due to the accumulation of snow.



### Minutes of the meeting of the Community Services Committee

**Date** February 7, 2022 2022-03

**Location** Council Chambers, City Hall

Councillor Mellisa Murray - Chair

Councillor Michelle Friesen - Vice-Chair

**Committee** Mayor Laura Cabott

MembersDeputy Mayor Dan BoydPresentCouncillor Kirk Cameron

Councillor Jocelyn Curteanu

Councillor Ted Laking

Jeff O'Farrell, Interim City Manager

Krista Mroz, Acting Director of Community Services\*\*

Valerie Braga, Director of Corporate Services\*\*

Staff Lindsay Schneider, Director of Corporate HR Services\*\*

Present Mike Gau, Director of Development Services

Tracy Allen, Director of Operations Wendy Donnithorne, Manager of Legislative Services

Norma Felker, Assistant City Clerk

Lloyd Borres - Technical Support Specialist

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

<sup>\*\*</sup>Indicates electronic participation



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

**Date** February 7, 2022 2022-03

**Location** Council Chambers, City Hall

Councillor Kirk Cameron - Chair

Councillor Jocelyn Curteanu - Vice-Chair

CommitteeMayor Laura CabottMembersDeputy Mayor Dan BoydPresentCouncillor Michelle Friesen

Councillor Ted Laking Councillor Mellisa Murray

Jeff O'Farrell, Interim City Manager

Krista Mroz, Acting Director of Community Services\*\*

Valerie Braga, Director of Corporate Services\*\*

Staff
Lindsay Schneider, Director of Corporate HR Services\*\*
Mike Gau, Director of Development Services

Tracy Allen, Director of Operations

Wendy Donnithorne, Manager of Legislative Services

Norma Felker, Assistant City Clerk

Lloyd Borres - Technical Support Specialist

**Present** 

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

#### 1. <u>Taxi Safety Report</u> – For Information Only

A Committee member noted that a Council and Administration Roundtable Meeting has been scheduled to discuss the recent Taxi Safety Report. This meeting will provide Council members with an opportunity to discuss the recommendations and suggestions for implementation.

#### 2. Opioid Crisis – For Information Only

Administration provided an update on some recent actions by the City to support the efforts of the Government of Yukon and organizations such as Blood Ties in the battle against the opioid crisis. The issue is on the agenda for Administration's next Total Management meeting to discuss options available to provide support going forward.

<sup>\*\*</sup>Indicates electronic participation

#### 3. <u>Safe at Home Building Project</u> – For Information Only

In response to questions raised, Administration advised that the renovation of the High Country Inn is scheduled to be complete by the end of the year. It is a complicated process to convert hotel rooms into residences, and the permitting process will take time. At this point, Administration has no knowledge of the anticipated schedule for consultation with the public about the project.

#### **CITY OF WHITEHORSE**

#### **BYLAW 2022-05**

A bylaw to	amend	the	2021	to 2024	capital	budget to	authorize	expenditures	that
vary from t	he appro	ved	capita	al expen	diture p	rogram			

WHEREAS section 238 of the *Municipal Act* (R.S.Y. 2002) provides that council shall by bylaw cause a multi-year capital expenditure program to be prepared and adopted; and;

WHEREAS section 239 of the *Municipal Act* provides that council may by bylaw establish a procedure to authorize and verify expenditures that vary from the capital expenditure program; and

WHEREAS a number of budget adjustments made throughout 2021 in accordance with the procedures outlined in Budget Bylaw 2020-36 have resulted in an increase in total expenditures above what was approved in the 2021 to 2024 capital expenditure program;

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

- 1. Schedule "1", attached hereto and forming part of this bylaw, is hereby adopted as a summary of the amendments totalling \$55,137,903 made to the 2021 to 2024 capital expenditure program throughout 2021.
- 2. Appendix "A" to Bylaw 2020-36, a bylaw to authorize the 2021 to 2024 capital expenditure program, is hereby deleted and replaced by a new Appendix "A" attached hereto and forming part of this bylaw.
- 3. This bylaw shall come into full force and effect upon the final passing thereof.

THIRD READING and ADOPTION:	January 31, 2022
	Mayor  City Clerk

### SCHEDULE 1 2021 CAPITAL BUDGET AMENDMENTS

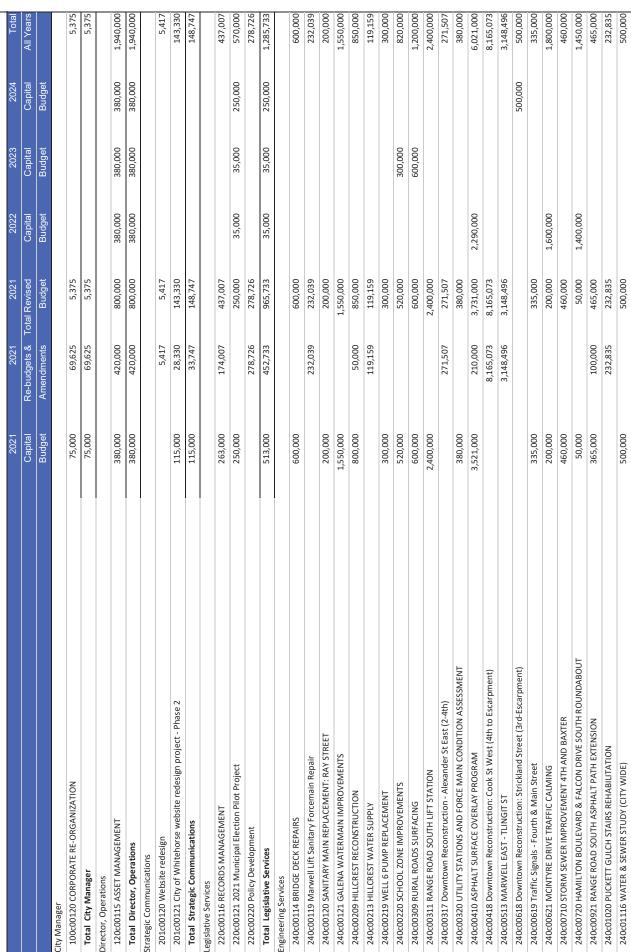
	PROJECT NUMBER	BYLAW OR RESOLUTION	ADMINISTRATIVE REVISION AMOUNT	COUNCIL REVISION  AMOUNT	TOTAL
PROVED 2021 CAPITAL EXPENDITURE PROGRAM (APPENDIX "A)		Bylaw 2020-36		:	\$ 30,94
21 REVISIONS					
PPENDIX "B" PROJECTS WITH FUNDING AGREEMENTS HILLCREST RECONSTRUCTION	240c00209		800,000		
SANITARY MAIN REPLACEMENT- RAY STREET	240C00120		200,000		
BRIDGE DECK RENOVATIONS SCHOOL ZONE IMPROVEMENTS	240c00114 240c00220		600,000 520,000		
RURAL ROAD SURFACING	240c00309		600,000		
UTILITY STATIONS AND FORCE MAIN CONDITION ASSESSMENT  HAMILTON BOULEVARD AND FALCON DRIVE SOUTH ROUNDABOUT	240c00320 240c00720		380,000 50,000		
RANGE ROAD SOUTH ASPHALT PATH EXTENSION	240c00720 240c00921		365,000		
EWES BOULEVARD BUS LANE PROJECT SROUNDWATER MONITORING WELL INSTALLATION	240c01421 240c01721		45,000 300,000		
NASTEWATER LAGOON REPAIRS	650c00221		300,000 200,000		
WASTE MANAGEMENT FACILITY ALTERNATIVE DAILY LANDFILL COVER	650c00721		98,800		
VELL 6 PUMP REPLACEMENT  ONDENSER/WATER TOWER REPLACEMENT	240c00219 320c00717		300,000 430,000		
VATER & SEWER STUDY (CITY WIDE)	240c01116		500,000		
RAFFIC SIGNALS-FOURTH AND MAIN STREET  SPHALT PATHS CROSSING IMPROVEMENTS	240c00619 240c01219		335,000 120,000		
ELKIRK PH SECOND BARRIER TREATMENT	650c00421		250,000		
OLID WASTE MANAGEMENT PLAN IVINGSTONE TRAIL ENVIRONMENTAL CONTROL FACILITY SITE UPGRADE	650c00121 650c00918		385,000 200,000		
VASTE MANAGEMENT FACILITY MONITORING WELLS REPAIRS	650c00510		50,000		
TORM SEWER IMPROVEMENTS 4TH AND BAXTER ROUNDWATER PROTECTION PLANNING AND IMPLEMENTATION	240c00710		460,000 F40,000		
ANGE ROAD SOUTH LIFT STATION	240c01316 240c00311		540,000 2,400,000		
ALENA WATERMAIN IMPROVEMENTS	240c00121		1,550,000		
ERITAGE BUILDING ROOF REPLACEMENT E RESURFACER REPLACEMENT	320c02016 320c00215		305,000 430,500		
/HISTLE BEND LIFT STATION STANDBY PUMP	650c00818		50,000		
CHWATKA LAKE WEST SHORE AREA IMPROVEMENTS VINGSTONE LAGOON DESLUDGING	240c01420 650c00321		650,000 30,000		
CINTYRE DRIVE TRAFFIC CALMING	240c00621		200,000		
RANSIT&PARKS BUILDING TLINGIT STREET BIOMASS HEATING UPGRADES ANADA GAMES CENTRE PARKING LOT UPGRADES	320c00521 750c00221		75,000 75,000		
AKHINI ARENA AIR SEALING ENERGY UPGRADE	320c00821		30,000		
EPLACEMENT TRANSIT BUSES	320c01016		1,200,000		
RANSIT BUS MIDLIFE REFURBISHMENTS IT. MCINTYRE UPGRADES	320c00319 320c01119		165,000 700,000		
RANSFER STATION UPGRADES	650c00819		750,000		
VATER & WASTE SERVICES COMPUTERIZED MAINT. MANAGEMENT SYSTEM (CMMS) VASTE HEAT RECOVERY - CGC	300c00221 320c00910		50,000 325,000		
OT HOLE LAKE SERVICE UPGRADE	650c00618		460,000		
TAL APPROVED RE-BUDGETS  DGET AMENDMENTS: Council Revisions					\$ 32,98
mend 2021-2024 capital budget to include a new project: Fuel Abatement Project funded from ieneral Reserve	440c00118	2021-01-03		350,000	
ncrease 2021-2024 budget for the Asphalt Surface Overlay Project funded by the YG contribution					
greement mend 2021-2024 budget to include a new project: Pump for the Lift Station #1 funded from Water	240c00410	2021-03-04		210,000	
nd Sewer reserve until the Gas Tax funding is in place mend 2021-2024 budget to include a new project: Downtown Speed Limit Reductions funded from	650C00921	2021-07-03		90,000	
eneral Reserve icrease 2021-2024 budget for the Jumpstart Playground Site Prep Project funded from capital reserve	240c01921	2021-10-08		6,500	
till the Gas Tax funding is in place  mend 2021-2024 budget to include a new project: Downtown Fire Hydrants Replacement funded	740c00420	2021-11-02		264,832	
om Water and Sewer Reserve	240c02021	2021-12-06		60,000	
icrease 2021-2024 budget for the Building Consolidation- Services Building funded by the Capital eserve	320c01117	2021-12-05		3,900,000	
mend 2021 capital budget to include a new project: Land Acquisition - 7720 7th Avenue funded from and Bank Reserve	720c00221	2021-14-04 & 2021-15-07		380,000	
anu bank reserve	, _5000221			300,000	
educe budget per 3rd Quarter Capital Variance Resolution-Municipal Election Voter List System educe budget per 3rd Quarter Capital Variance Resolution-Additional 1-Ton Service Truck	300c00520 320c00220	2021-23-03 2021-23-03		(15,000) (2,419)	
educe budget per 3rd Quarter Capital Variance Resolution-Energy Upgrades CGC	320c00220 320c01114	2021-23-03		(1,824)	
educe budget per 3rd Quarter Capital Variance Resolution-Transit Handy Bus Replacement educe budget per 3rd Quarter Capital Variance Resolution-Parking Technologies Options, Analysis and	320c01509	2021-23-03		(3,073)	
ecommendation	400c00220	2021-23-03		(7,122)	
educe budget per 3rd Quarter Capital Variance Resolution-Permanent Crosswalks Front and Main treet	500c00121	2021-23-03		(3,386)	
educe budget per 3rd Quarter Capital Variance Resolution-Facility Alternative Daily Cover Grizzly lates	650c00721	2021-23-03		(12,000)	
educe budget per 3rd Quarter Capital Variance Resolution-Zoning Bylaw Re-write educe budget per 3rd Quarter Capital Variance Resolution-Indigenous Languages Place Name	720c00318	2021-23-03		(125,000)	
ncorporation educe budget per 3rd Quarter Capital Variance Resolution-Neighbourhood Sign Creation and	720c00319	2021-23-03		(49,825)	
lefurbishment	720c00614	2021-23-03		(6,035)	
	720c00618	2021-23-03		(29,823)	
				(23,000)	
Reduce budget per 3rd Quarter Capital Variance Resolution-Chadburn Lake Park Identity / Branding Reduce budget per 3rd Quarter Capital Variance Resolution-CGC Change Room Upgrades ITAL BUDGET AMENDMENTS: Council Revisions	750c00419	2021-23-03		(23,000)	\$ 4,98
educe budget per 3rd Quarter Capital Variance Resolution-CGC Change Room Upgrades TAL BUDGET AMENDMENTS: Council Revisions		2021-23-03			\$ 4,98
leduce budget per 3rd Quarter Capital Variance Resolution-CGC Change Room Upgrades		2021-23-03			\$ 4,98 \$ \$ 55,13

## city of Whiteherse

## 2021 - 2024 Capital Expenditure Program

All Years

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## City Of Whitehorse

# 2021 - 2024 Capital Expenditure Program All Years



	2021	2021	2021	2022	2023	2024	Total
	Capital	Re-budgets &	Total Revised	Capital	Capital	Capital	All Years
	Budget	Amendments	Budget	Budget	Budget	Budget	
240c01118 Livingstone Trail Lagoon Influent Chamber Replacement		20,743	20,743	2,500,000			2,520,743
240c01120 Sanitary MH35 (Takhini) Improvements					75,000		75,000
240c01216 Transportation Study (City Wide)		449,873	449,873				449,873
240c01219 ASPHALT PATH CROSSING IMPROVEMENTS	120,000		120,000				120,000
240c01221 THOMPSON ROAD TEMPORARY TRAFFIC CIRCLE AND MEDIAN	20,000		50,000				20,000
240c01316 GROUNDWATER PROTECTION PLANNING & IMPLEMENTATION	540,000		540,000				540,000
240c01410 STORM SEWER UPGRADES	25,000	125,262	180,262				180,262
240c01420 SCHWATKA LAKE WEST SHORE AREA IMPROVEMENTS	000'059	899'69	580,332				580,332
240c01421 LEWES BOULEVARD BUS LANE	45,000		45,000	250,000			295,000
240c01520 MAIN STREET ESCARPMENT GEOHAZARD MITIGATION		443,546	443,546				443,546
240c01621 SNOW DUMP MANAGEMENT PLAN	100,000		100,000				100,000
240c01721 GROUNDWATER MONITORING WELL INSTALLATIONS	300,000		300,000				300,000
240c01821 UTILITY BYLAWS UPDATE	200,000		200,000				200,000
240c01921 DOWNTOWN SPEED LIMIT REDUCTIONS		005'9	6,500				6,500
240c02021 DOWNTOWN FIRE HUDRANT REPLACEMENT		000'09	000'09				000'09
240c02609 SUPERVISORY CONTROL AND DATA ACQUISITION (SCADA) PROGRAM		191,491	191,491	320,000			511,491
740c00609 GREY MOUNTAIN CEMETERY EXPANSION	470,000	30,000	200,000				200,000
Total Engineering Services	15,311,000	13,786,856	29,097,856	8,360,000	975,000	500,000	38,932,856
Financial Services							
260c00109 OFFICE FURNITURE	75,000		75,000	20,000	20,000	50,000	225,000
260c00120 Implementation of Asset Retirement Obligations Standard		20,000	20,000				20,000
260c00220 Insurance Appraisal Services		53,349	53,349				53,349
Total Financial Services	75,000	103,349	178,349	20,000	20,000	20,000	328,349
Human Resources							
280c00221 HUMAN RESOURCE MANAGEMENT SYSTEM & EMPLOYEE SATISFACTION SURVEY	000'06		90,000				000'06
Total Human Resources	000'06		000'06				90,000
Business & Technology Systems							
300c00109 COMPUTER INFRASTRUCTURE		428,011	428,011				428,011
300c00110 SOFTWARE ACQUISITION	82,100	62,029	144,129	45,500	35,600	36,400	261,629
300c00111 SOFTWARE LICENSING RENEWALS	576,300	84,900	661,200	618,500	730,200	673,000	2,682,900
300c00112 SECURITY CAMERAS	38,500	94,804	133,304	24,300	27,900	44,600	230,104
300c00113 ENTERPRISE RESOURCE PLANNING (ERP) DEVELOPMENT	100,000	156,936	256,936	40,000	40,000	40,000	376,936
300c00117 Land and Building Services Records Digitization		112,342	112,342				112,342
300c00118 Radio and Location Equipment	37,300	121,917	159,217	38,100	139,000	39,900	376,217
300c00119 Transit Realtime Passenger Info and Electronic Payments	21,900	131,900	153,800	21,900	21,900	21,900	219,500
300c00120 Computer Infrastructure - Network and Comm Links	390,500	249,205	639,705	300,900	313,400	612,400	1,866,405
300c00121 Fire Department Radio Upgrades	230,000		230,000	135,000	210,000		575,000
300c00212 PAPERLESS DOCUMENT MANAGEMENT		16,449	16,449				16,449
300c00218 Bylaw Incident Reporting Software		4,425	4,425				4,425

# City Of Whitehorse 2021- 2024 Capital Expenditure Program All Years

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	2024	2004	2024	2006	2003	NC0C	Total
	Soz		Total Revised	Canital	Canital	Canital	\ \A \ \A
	Capital .		י י י י	Capital	Capital	Capital	Z - Cals
	Budget	Amendments	Budget	Budget	Budget	Budget	
300c00219 Canada Games Centre Public Info Display Upgrades				55,000			25,000
300c00220 Computer Infrastructure - Servers and Storage	88,700	10,200	98,900	322,400	80,300	163,100	664,700
300c00221 Water and Waste Services Computerized Maintenance Management System (CMMS)	50,000		20,000	250,000			300,000
300c00320 Computer Infrastructure - User Devices and Support	182,700	238,691	421,391	115,200	153,700	343,700	1,033,991
300c00420 IT Strategy for the City of Whitehorse		19,434	19,434				19,434
300c00520 Municipal Election Voter List System	40,000	15,000	25,000				25,000
300c00620 GROUP PORTAL CONSULTATION		30,000	30,000				30,000
Total Business & Technology Systems	1,838,000	1,746,243	3,584,243	1,966,800	1,752,000	1,975,000	9,278,043
Bylaw Services							
400c00220 Parking Technologies Options Analysis and Recommendation		42,878	42,878	200,000			542,878
Total Bylaw Services		42,878	42,878	200,000			542,878
Fire							
440c00118 Fuel Abatement		350,000	350,000				350,000
440c00209 SELF-CONTAINED BREATHING APPARATUS (SCBA) AIR MANAGEMENT REPLACEMENT/UPGRADE	25,000	92,880	117,880	20,000			167,880
440c00210 TECHNICAL RESCUE	25,000		25,000	25,000	25,000	25,000	100,000
440c00218 Emergency Management Plan Review	000'09		000'09				000'09
440c00309 TURNOUT GEAR REPLACEMENT	46,935	2,746	49,681	46,935			96,616
440c00320 Fire Service Review		79,950	79,950				79,950
440c00414 URBAN INTERFACE STRUCTURAL PROTECTION EQUIPMENT	10,000		10,000	10,000			20,000
440c00419 HAZMAT Equipment Purchase	72,000		72,000	10,000	10,000	10,000	102,000
Total Fire	238,935	525,576	764,511	141,935	32,000	32,000	976,446
Fleet & Transportation Maintenance							
320c00110 ONE TON TRUCK REPLACEMENT	100,000		100,000	115,000	105,000	105,000	425,000
320c00111 MAJOR BUS REPAIRS	75,000	38,500	36,500	80,000	80,000	80,000	276,500
320c00115 MOBILE STEAMER REPLACEMENT		494,715	494,715				494,715
320c00120 Additional Pickup - Utility Stations Leadhand	55,000		55,000				25,000
320c00215 ICE RESURFACER REPLACEMENT	430,500		430,500				430,500
320c00220 ADDTL 1 Ton Service Truck- Water Sewer System Maintenance FGE		107,521	107,521				107,521
320c00221 REPLACEMENT MUNICIPAL USE HEAVY DUTY TRACTOR				200,000			200,000
320c00317 GARBAGE/COMPOST PACKER REPLACEMENT		000'099	000'099				000'099
320c00319 Transit Bus Midlife Refurbishments	165,000	20,000	185,000	165,000	170,000		520,000
320c00321 ELECTRIC FORKLIFT - OPERATIONS & WATER AND WASTE SERVICES	80,000	35,000	115,000				115,000
320c00421 ADDITIONAL VAN - OPERATIONS BUILDING MAINTENANCE	75,000		75,000				75,000
320c00610 MAJOR EQUIPMENT REPAIRS	100,000		100,000	100,000	105,000	110,000	415,000
320c00613 FIVE TON TRUCK REPLACEMENT					200,000		200,000
320c00713 ADDITIONAL RIDE-ON SWEEPER				95,000			95,000
320c01016 REPLACEMENT TRANSIT BUSES	1,200,000	1,100,000	2,300,000				2,300,000
320c01209 MOBILE SWEEPER REPLACEMENT	365,000		365,000				365,000
320c01509 TRANSIT HANDY BUS REPLACEMENT		240,403	240,403				240,403

## City Of Whiteherse

# 2021 - 2024 Capital Expenditure Program All Years



	2021	2021	2021	2022 Canital	2023	2024	Total
				letine	-		
	Capital	Re-budgets &	lotal Kevised	Capital	Capital	Capital	All Years
	Budget	Amendments	Budget	Budget	Budget	Budget	
320c01709 PICKUP TRUCK REPLACEMENT	185,000	119,832	304,832	135,000	140,000	140,000	719,832
320c02109 VAN REPLACEMENT	74,000		74,000	77,500	75,000		226,500
320c02410 SKID STEER LOADER REPLACEMENT				72,500			72,500
320c02809 HEAVY TRUCK REPLACEMENT	310,000		310,000				310,000
320c03110 LOADER REPLACEMENT					415,000		415,000
500C00109 TRAFFIC CONTROLLER CABINET	000'09		000'09	75,000	20,000	50,000	235,000
500c00110 SMALL EQUIPMENT REPLACEMENT	55,000	20,000	105,000	55,000	000'09	50,000	270,000
500c00115 REPLACEMENT UPS BATTERIES	2,000		5,000	2,000	2,000	5,000	20,000
500c00116 MAJOR SIDEWALK REPAIRS		77,534	77,534	20,000		20,000	177,534
500c00121 Permanent Crosswalks - Front and Main Street	25,000	3,386	21,614				21,614
500c00409 PARA RAMP INFILLS	30,000	22,827	52,827	35,000	35,000	35,000	157,827
500c00609 GUIDE RAIL & JERSEY CURB REPLACEMENT	62,000		62,000		000′59		127,000
500c00709 UNPAVED ROAD MAINTENANCE				75,000		75,000	150,000
500c01109 WASTE OIL RECLAMATION				350,000			350,000
Total Fleet & Transportation Maintenance	3,451,500	2,885,946	6,337,446	1,685,000	1,505,000	700,000	10,227,446
Transit Services							
580c00119 Transit - Alter existing route network and schedules		37,042	37,042				37,042
580c00121 Transit Driver Protection System	150,000	37,032	112,968				112,968
Total Transit Services	150,000	10	150,010				150,010
Water and Waste Services							
500c00209 LANDFILL UPGRADES		94,917	94,917				94,917
650c00119 Reservoir Cleaning		88,357	88,357				88,357
650c00120 Ground Penetrating Radar		15,964	15,964				15,964
650c00121 2023-2033 Solid Waste Management Plan	385,000		385,000				385,000
650c00221 Wastewater Lagoon Repairs	200,000		200,000				200,000
650c00319 LTECF Discharge Line Upgrade		70,821	70,821				70,821
650c00320 Emerging Pollutants: Wastewater Treatment	35,000	61,529	96,529	65,000	250,000		411,529
650c00321 Livingstone Lagoon Desludging	30,000		30,000	900,000			930,000
650c00410 SMALL LIFT STATION UPGRADES		9,592	9,592				9,592
650c00420 Small Lift Stations Backup Generator		93,500	93,500				93,500
650c00421 Selkirk PH Second Barrier Treatment	250,000		250,000				250,000
650c00521 Waste Management Facility Monitoring Wells Repairs	20,000		50,000	150,000			200,000
650c00618 Pot Hole Lake Service Upgrade	460,000	81,201	541,201				541,201
650c00620 MARWELL LIFT STATION PUMP REPLACEMENT		51,269	51,269				51,269
650c00721 Waste Management Facility Alternative Daily Cover Grizzly Plates	98,800	12,000	86,800				86,800
650c00818 Whistle Bend Lift Station Standby Pump	20,000		20,000				50,000
650c00819 Transfer Station Upgrades	750,000	97,193	847,193				847,193
650c00918 Livingstone Trail Environmental Control Facility Site Upgrade	200,000		200,000				200,000
650c00921 PUMP REPLACEMENT FOR THE LIFT STATION#1		000'06	000'06				000'06

## City Of Whiteherse

# 2021-2024 Capital Expenditure Program All Years



	2021	2021	2021	2022	2023	2024	Total
	Capital	Re-budgets &	Total Revised	Capital	Capital	Capital	All Years
	Budget	Amendments	Budget	Budget	Budget	Budget	
650c01019 Metal Pile - One Year		338,344	338,344				338,344
650c01217 Commercial Water Meter Replacements	30,000	74,152	104,152	30,000	30,000	30,000	194,152
650c01409 HYDRANT INFILL	20,000	2,000	55,000	50,000	20,000	50,000	205,000
650c01818 SWAP Implementation		269	569				269
650c02118 Compost Facility Expansion		1,273,316	1,273,316				1,273,316
650c02219 Riverdale Aquifer Sewer Camera Inspections	100,000		100,000				100,000
Total Water and Waste Services	2,688,800	2,433,724	5,122,524	1,195,000	330,000	80,000	6,727,524
Planning & Sustainability Services							
600c00221 Energy Tracker Software Migration	20,800		20,800				20,800
720c00120 WHISTLE BEND TOWN SQUARE DETAILED DESIGN		140,000	140,000				140,000
720c00216 6TH AVE CONTAMINATION REMEDIATION	200,000	67,762	567,762				567,762
720c00220 TANK FARM MASTER PLAN		149,661	149,661				149,661
720c00221 Land Acquisition – 7220 7th Avenue		380,000	380,000				380,000
720c00318 ZONING BYLAW REWRITE	25,000	25,000					
720c00815 OFFICIAL COMMUNITY PLAN REVIEW - 2018		227,457	227,457				227,457
Total Planning & Sustainability Services	545,800	088'686	1,485,680				1,485,680
Parks							
740c00119 Shipyards park skating loop drainage		40,000	40,000				40,000
740c00121 City of Whitehorse Public Art Collection	40,000		40,000	40,000			80,000
740c00220 Whistle Bend Tree Replacement		36'98	36,695				36,695
740c00221 Whistle Bend Phase 3 Playground	350,000		350,000				350,000
740c00309 PLAYGROUND EQUIPMENT REPLACEMENT	000'59		65,000	65,000	65,000	65,000	260,000
740c00320 Long Lake Improvements		107,817	107,817				107,817
740c00409 TRAIL PLAN IMPLEMENTATION	75,000		75,000	75,000	75,000	75,000	300,000
740c00417 Shipyards Park Electrical Posts and Outlet Replacement.		10,659	10,659				10,659
740c00420 Jumpstart Playground at Shipyards Park		384,989	384,989				384,989
740c01115 REPLACE IRRIGATION SYSTEM AT ROTARY PARK		198,000	198,000				198,000
740c01315 WHISTLE BEND PLAYGROUNDS		31,954	31,954				31,954
740c05310 DOWNTOWN STREET UPGRADES - PARKS		21,125	21,125				21,125
Total Parks	530,000	831,239	1,361,239	180,000	140,000	140,000	1,821,239
Recreation							
750c00118 Aquatic Acoustics Replacement		15,000	15,000				15,000
750c00221 Canada Games Centre Parking Lot Upgrades	75,000		75,000				75,000
750c00418 Accessible Playground Canada Games Centre		207,000	207,000				207,000
750c00419 CGC Changeroom Locker Upgrades		37,000	37,000				37,000
750c00811 Wellness Centre Equipment	40,000	112	39,888	40,000	40,000	40,000	159,888
Total Recreation	115,000	258,888	373,888	40,000	40,000	40,000	493,888
Property Management							
320c00114 PUMP HOUSE BUILDINGS REPAIRS		8,601	8,601	20,000			58 601

# City Of Whitehorse 2021- 2024 Capital Expenditure Program All Years





	2021	2021	2021	2022	2023	2024	Total
	Capital	Re-budgets &	Total Revised	Capital	Capital	Capital	All Years
	Budget	Amendments	Budget	Budget	Budget	Budget	
320c00318 BUILDING CONSOLIDATION PLAN - MUNICIPAL SERVICES BUILDING DEMOLITION	200,000		500,000	2,000,000			2,500,000
320c00419 City Hall Local Area Network (LAN) Room Air Conditioning				25,000			25,000
320c00420 ROBERT SERVICE CAMPGROUND BUILDING	2,905,000	224,777	3,129,777				3,129,777
320c00521 Transit & Parks Building Tlingit Street Biomass Heating Upgrades	75,000		75,000	000'009			675,000
320c00717 CONDENSER/WATER TOWER REPLACEMENT	430,000		430,000				430,000
320c00811 FUEL TANK REMOVAL/REPLACEMENT				25,000	25,000		50,000
320c00821 Takhini Arena Air Sealing Energy Upgrade	30,000	30,000	000'09				000'09
320c00910 WASTE HEAT RECOVERY - CGC	325,000	562,224	887,224				887,224
320c00921 Class T Machine Room Upgrades	75,000		75,000	350,000			425,000
320c01114 ENERGY UPGRADES - CANADA GAMES CENTRE		8,344	8,344				8,344
320c01117 BUILDING CONSOLIDATION PLAN - SERVICES BUILDING	16,340,000	7,600,397	23,940,397	2,710,000			26,650,397
320c01119 MT. McIntyre Upgrade	700,000		700,000				700,000
320c01217 BCP - TRANSIT/PARKS BUILDING RENOVATIONS		750,000	750,000				750,000
320c01311 AQUATIC CENTRE MAINTENANCE	75,000		75,000	75,000	75,000	75,000	300,000
320c01317 BCP - OFFICE ALTERNATIVE	197,000	83,782	280,782	197,000	197,000	197,000	871,782
320c01516 KULAN SATELLITE STN UPGRADES		104,786	104,786				104,786
320c01712 ENVIRONMENTAL ASSESSMENTS - SURPLUS PROPERTIES		40,146	40,146				40,146
320c01716 BCP - FIRE HALL #1 BUILDING		150,000	150,000				150,000
320c01810 BCP - OPERATIONS BUILDING		3,980,629	3,980,629				3,980,629
320c02016 HERITAGE BLDG ROOF REPLACEMENT	305,000	28,473	333,473				333,473
750c01411 FLOORING REPAIRS - FACILITIES	20,000		20,000		20,000		100,000
Total Property Management	22,007,000	13,572,159	35,579,159	6,032,000	347,000	272,000	42,230,159
	<b>Total</b> 48,124,035	37,963,603	86,087,638	20,565,735	2,589,000	4,422,000	116,664,373

Moved Holli Appellars B. to Appellars A. III 2021			
240c00114 BRIDGE DECK REPAIRS	- 000'009	600,000	
240c00120 SANITARY MAIN REPLACEMENT: RAY STREET	200,000	200,000	
240c00121 GALENA WATERMAIN IMPROVEMENTS	1,550,000	1,550,000	
240c00209 HILLCREST RECONSTRUCTION	- 000,008	800,000	
240c00219 WELL 6 PUMP REPLACEMENT	300,000	300,000	
240c00220 SCHOOL ZONE IMPROVEMENTS	520,000 -	520,000	
240c00309 RURAL ROADS SURFACING	- 000'009	000,000	
240c00311 RANGE ROAD SOUTH LIFT STATION	2,400,000	2,400,000	
240c00320 UTILITY STATIONS AND FORCE MAIN CONDITION ASSESSMENT	380,000	380,000	
240c02609 SUPERVISORY CONTROL AND DATA ACQUISITION (SCADA) PROGRAM	1		
240c00619 Traffic Signals - Fourth & Main Street	335,000 -	335,000	
240c00621 MCINTYRE DRIVE TRAFFIC CALMING	200,000	200,000	
240c00710 STORM SEWER IMPROVEMENT 4TH AND BAXTER	460,000	460,000	
240c00720 HAMILTON BOULEVARD & FALCON DRIVE SOUTH ROUNDABOUT	- 20,000	50,000	

### City Of Whitehorse

# 2021 - 2024 Capital Expenditure Program All Years



:							
	2021	2021	2021	2022	2023	2024	Total
	Capital	Re-budgets &	Total Revised	Capital	Capital	Capital	All Years
	Budget	Amendments	Budget	Budget	Budget	Budget	
240c00921 RANGE ROAD SOUTH ASPHALT PATH EXTENSION	365,000	- 365,000					
240c01116 WATER & SEWER STUDY (CITY WIDE)	200,000	- 500,000					
240c01219 ASPHALT PATH CROSSING IMPROVEMENTS	120,000	- 120,000					
240c01420 SCHWATKA LAKE WEST SHORE AREA IMPROVEMENTS	000'059	- 650,000					
240c01421 LEWES BOULEVARD BUS LANE	45,000	- 45,000					
240c01721 GROUNDWATER MONITORING WELL INSTALLATIONS	300,000	- 300,000					
300c00221 Water and Waste Services Computerized Maintenance Management System (CMMS)	20,000	- 50,000					
320c00215 ICE RESURFACER REPLACEMENT	430,500	- 430,500					
320c00319 Transit Bus Midlife Refurbishments	165,000	- 165,000					
320c00521 Transit & Parks Building Tlingit Street Biomass Heating Upgrades	75,000	- 75,000					
320c00717 CONDENSER/WATER TOWER REPLACEMENT	430,000	- 430,000					
320c00821 Takhini Arena Air Sealing Energy Upgrade	30,000	- 30,000					
320c00910 WASTE HEAT RECOVERY - CGC	325,000	- 325,000					
320c01016 REPLACEMENT TRANSIT BUSES	1,200,000	- 1,200,000					
320c01119 MT. McIntyre Upgrade	700,000	- 700,000					
320c02016 HERITAGE BLDG ROOF REPLACEMENT	305,000	- 305,000					
240c01316 GROUNDWATER PROTECTION PLANNING & IMPLEMENTATION	540,000	- 540,000					
650c00121 2023-2033 Solid Waste Management Plan	385,000	- 385,000					
650c00221 Wastewater Lagoon Repairs	200,000	- 200,000					
650c00321 Livingstone Lagoon Desludging	30,000	- 30,000					
650c00421 Selkirk PH Second Barrier Treatment	250,000	- 250,000					
650c00521 Waste Management Facility Monitoring Wells Upgrades	20,000	- 50,000					
650c00618 Pot Hole Lake Service Upgrade	460,000	- 460,000					
650c00721 Waste Management Facility Alternative Daily Cover Grizzly Plates	98,800	- 98,800					
650c00818 Whistle Bend Lift Station Standby Pump	20,000	- 50,000					
650c00819 Transfer Station Upgrades	750,000	- 750,000					
650c00918 Livingstone Trail Environmental Control Facility Site Upgrade	200,000	- 200,000					
750c00221 Canada Games Centre Parking Lot Upgrades	75,000	- 75,000					
	17,174,300	-17,174,300					
Reconciled to the Original Appendix "A"	30,949,735	55,137,903	86,087,638	20,565,735	2,589,000	4,422,000	116,664,373

#### **CITY OF WHITEHORSE**

#### **BYLAW 2022-06**

A bylaw to amend the 2021 to 2023 operating	budget to authorize expenditures
that varied from the approved operating exper	nditure program

WHEREAS section 239 of the *Municipal Act* provides that council may establish by bylaw a procedure to authorize and verify expenditures that vary from the annual operating expenditure program; and

WHEREAS a number of budget adjustments made throughout 2021 in accordance with the procedures outlined in Budget Bylaw 2021-01 have resulted in a decrease in total expenditures than what was approved in the 2021 Operating Budget;

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

- 1. Schedule "1", attached hereto and forming part of this bylaw, is hereby adopted as a summary of the amendments totalling (\$167,566) made to the 2021 Operating Budget throughout 2021.
- 2. Appendix "A" to Bylaw 2021-01, the 2021 Annual Operating Budget and the Provisional Budgets for 2022 and 2023, is hereby deleted and replaced by a new Appendix "A" attached hereto 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:	January 31, 2022
THIRD READING and ADOPTION:	
Mayor	
City Clerk	

### SCHEDULE 1 2021 OPERATING BUDGET AMENDMENTS

	BYLAW OR RESOLUTION		REVENUE	EXPENSES	
APPROVED 2021 OPERATING BUDGET	Bylaw 2021-01	\$	88,173,497 \$	88,173,497	
2021 BUDGET AMENDMENTS					
Fees and Charges ( 1st Quarter changes) Increase 2021-2022 Council Donation Budget to accommodate Canada Winter Games bid funded by	Bylaw 2021-20	\$	175 \$	175	
the General Reserve Fees and Charges ( 2nd Quarter changes) Reallocate 2021-2023 funds from Pumping and Treatment, Sewage Lift Stations and Reservoirs:	2021-12-09 Bylaw 2021-32 & 2021-13-04	\$ \$	10,000 \$ 2,600 \$	10,000 2,600	
other materials and supplies to mileage expense	ADM-1				
Reallocate 2021-2023 garage charges budget funds from Special Events to Winter Road  Maintenance	ADM-2				
Reallocate 2021 other services budget funds from Recreation and Facility Admin to Member Service's wages and benefit	ADM-3				
Reallocate 2021 revenue budget from Bylaw Services Admin: Miscellaneous Fines to Territorial Operating Grants	ADM-4				
Reallocate part of 2021-2023 Youth strategy budget related to Kids Recreation Fund from Recreation and Facility Programming to Member Services	ADM-5				
Reallocate 2021 budget funds for Communication Administraryion: training to other materials and					
supplies	ADM-6				
Reallocate 2021 budget funds from Parks and Playgrounds to Cemetery: other material and supplies Reallocate part of 2021 budget funds for Bylaw Services Administration: training budget to mileage	ADM-7				
allowance Reallocate 2021 (.75FTE) budget funds from Director, Corporate Services to Director, Corporate HR	ADM-8				
: wages and benefit budget  Reallocate 2021-2023 (3 FTE) budget funds from Finance Admin department to Payroll Admin	ADM-12				
department : wages and benefit budget	ADM-13				
Reallocate 2021-2023 budget funds from Operations to Property Management : wages and benefit budget	ADM-15				
Reallocate 2021 budget funds from Recreation Grants to Youth Strategy Grants Reallocate 2021-2023 budget funds from Operations (Traffic Systems) to Risk Management	ADM-16				
Insurance Reallocate 2021-2023 budget funds from Animal Control to Bylaw Admin: Wages and Benefits 3.00	ADM-18				
FTE Constable	ADM-19				
Reallocate 2021 budget funds within Corporate Human Resources due to vacancies in the department	ADM-20				
Transfer Water and Sewer Operating Surplus at 2nd Quarter for Water, Waste and Sewer related work	ADM-21	\$	40,000 \$	40,000	
2nd Quarter Variance - Reallocate 2021 budget funds for surplus General Government as approved by Senior Management	ADM-23				
Reallocate 2021 budget funds within Planning from Wages to Consulting	ADM-24				
Reallocate 2021 budget funds within Transit from General Travel to Donations	ADM-25				
Remove duplicate budget funds relating to wages, benefits and cost recovery in Engineering Admin Reallocate 2021 budget funds from Business and Technology's Wages and Benefits to Fire and	ADM-26	\$	(220,341) \$	(220,341)	
Protective Services  Reallocate 2021 budget funds from Parks and Community Development Admin to Parks and Trails:	ADM-27				
Wages and Benefits  Reallocate 2021 budget funds within Economic Development Admin from Consultants to Hosted	ADM-34				
events	ADM-35				
Reallocate part of 2021 budget funds within Planning Admin from Wages and Benefits to Consulting Reallocate 2021 budget funds from Camps to Recreation Facility Programming's Federal Operating	AM-36				
Grants as a placeholder to record revenue: New Horizon for Senior Program TOTAL 2021 BUDGET AMENDMENTS	ADM-37	ć	(167,566) \$	(167,566)	
TOTAL 2021 BUDGET AMENDMENTS TOTAL 2021 OPERATING BUDGET AS AT DECEMBER 31, 2021		\$	88,005,931 \$	88,005,931	

#### City of Whitehorse

#### 2021 - 2023 Operating Budget

#### Expenses





2021	2021	2022	2023
Approved Budget	Revised Budget	Provisional	Provisional
401,548	411,548	402,802	404,055
275,730	275,730	278,984	283,246
	195,967		
469,127	273,160	276,413	279,717
272,612	272,612	275,866	279,170
281,974	306,974	285,228	288,532
1,851,934	1,673,082	1,873,232	1,892,827
1,729,018	1,501,440	1,528,028	1,547,672
12,771,167	12,477,557	12,112,779	12,607,778
1,646,469	2,323,482	1,949,618	1,917,012
1,263,935	1,376,707	1,291,119	1,309,056
2,208,975	2,267,293	2,337,974	2,350,404
491,124	491,124	496,466	501,858
23,663,613	23,846,676	23,108,509	23,661,327
2,034,572	2,034,572	2,083,707	2,106,004
6,450,861	6,469,302	6,551,425	6,641,627
625,162	625,162	633,068	641,022
1,364,422	1,364,422	1,252,051	1,152,148
355,980	355,980	176,340	177,858
10,830,997	10,849,438	10,696,591	10,718,659
15,475,781	15,369,020	15,525,439	15,569,209
262,437	262,437	263,186	263,737
4,877,117	4,779,499	4,717,094	4,767,207
20,615,335	20,410,956	20,505,719	20,600,153
56,585	56,585	56,930	57,274
317,475	317,475	321,026	324,660
330,086	330,086	331,425	332,531
14,866,466	14,879,435	14,917,984	15,046,386
15,570,612	15,583,581	15,627,365	15,760,851
243,154	234,074	255,868	248,609
1,099	1,099	1,099	1,099
244,253	235,173	256,967	249,708
·		•	· · · · · · · · · · · · · · · · · · ·
2,517,941	2,548,116	2,531,375	2,547,050
947,888	943,178	956,749	968,703
3,465,829			3,515,753
		-	
3,306,268	3,180,441	3,137,454	3,171,091
			1,148,683
		9,426,774	9,513,890
			13,833,664
			88,340,115
	Approved Budget  401,548 275,730  469,127 272,612 281,974 1,851,934 1,729,018 12,771,167 1,646,469 1,263,935 2,208,975 491,124 23,663,613  2,034,572 6,450,861 625,162 1,364,422 355,980 10,830,997  15,475,781 262,437 4,877,117 20,615,335  56,585 317,475 330,086 14,866,466 15,570,612  243,154 1,099 244,253	Approved Budget         Revised Budget           401,548         411,548           275,730         275,730           195,967         195,967           469,127         273,160           272,612         272,612           281,974         306,974           1,851,934         1,673,082           1,729,018         1,501,440           12,771,167         12,477,557           1,646,469         2,323,482           1,263,935         1,376,707           2,208,975         2,267,293           491,124         491,124           23,663,613         23,846,676           2,034,572         2,034,572           6,450,861         6,469,302           625,162         625,162           1,364,422         1,364,422           355,980         355,980           10,830,997         10,849,438           15,475,781         15,369,020           262,437         262,437           4,877,117         4,779,499           20,615,335         20,410,956           56,585         56,585           317,475         317,475           330,086         14,866,466         14,879,435	Approved Budget         Revised Budget         Provisional           401,548         411,548         402,802           275,730         275,730         278,984           195,967         469,127         273,160         276,413           272,612         272,612         275,866           281,974         306,974         285,228           1,851,934         1,673,082         1,873,232           1,729,018         1,501,440         1,528,028           12,771,167         12,477,557         12,112,779           1,646,469         2,323,482         1,949,618           1,263,935         1,376,707         1,291,119           2,208,975         2,267,293         2,337,974           491,124         491,124         496,466           23,663,613         23,846,676         23,108,509           2,034,572         2,034,572         2,083,707           6,450,861         6,469,302         6,551,425           625,162         625,162         633,068           1,364,422         1,364,422         1,252,051           355,980         355,980         176,340           10,830,997         10,849,438         10,696,591           15,475,781

#### City of Whitehorse

#### 2021 - 2023 Operating Budget

#### Revenues



Appendix A

	2021	2021	2022	2023
	Approved Budget	Revised Budget	Provisional	Provisional
01 General Government				
110 Corporate Services	-195,967	-195,967		
300 Business & Information Technology Services	-1,000	-1,000	-1,000	-1,000
240 Engineering Services	-593,049	-402,708	-374,710	-371,922
260 Financial Services	-56,500,702	-56,487,733	-56,390,108	-57,276,786
280 Human Resources	-135,000	-145,000	-50,000	
220 Legislative & Administrative Services	-10,000	-20,000	-20,500	-500
Total Revenues	-57,435,718	-57,252,408	-56,836,318	-57,650,208
02 Protective Services				
400 Bylaw Services	-1,301,250	-1,301,250	-1,301,250	-1,301,250
260 Financial Services	-25,000	-25,000	-25,000	-25,000
440 Fire & Emergency Services	-14,000	-14,000	-14,000	-14,000
721 Land & Building Services	-1,280,000	-1,280,000	-1,280,000	-1,280,000
460 Safety Services	-20,000	-20,000	-20,000	-20,000
Total Revenues	-2,640,250	-2,640,250	-2,640,250	-2,640,250
03 Transportation Services				
260 Financial Services	-5,026,839	-5,039,808	-5,047,533	-5,055,258
500 Fleet and Transportation Maintenance	-561,215	-561,215	-586,831	-590,232
580 Transit Services	-1,558,300	-1,558,300	-1,438,167	-1,438,167
Total Revenues	-7,146,354	-7,159,323	-7,072,531	-7,083,657
04 Environmental Services				
260 Financial Services	-62,000	-62,000	-62,000	-62,000
720 Planning & Sustainability	-25,000	-25,000	-25,000	-25,000
360 Property Management	-26,925	-26,925	-26,925	-26,925
650 Water & Waste Services	-15,306,926	-15,306,926	-15,345,921	-15,473,796
Total Revenues	-15,420,851	-15,420,851	-15,459,846	-15,587,721
05 Public Health Services				
740 Parks & Community Development	-60,697	-60,697	-60,711	-60,725
Total Revenues	-60,697	-60,697	-60,711	-60,725
06 Community Development Services				
721 Land & Building Services	-1,029,878	-1,030,053	-1,030,053	-1,030,053
720 Planning & Sustainability	-77,000	-77,000	-77,000	-77,000
Total Revenues	-1,106,878	-1,107,053	-1,107,053	-1,107,053
07 Recreation & Cultural Services				
740 Parks & Community Development	-209,423	-209,423	-94,663	-94,690
750 Recreation & Facility Services	-4,153,326	-4,155,926	-4,115,541	-4,115,811
Total Revenues	-4,362,749	-4,365,349	-4,210,204	-4,210,501
То	-88,173,497	-88,005,931	-87,386,913	-88,340,115

#### **CITY OF WHITEHORSE**

#### **BYLAW 2022-07**

Αb	ylaw t	to	autho	orize	the	write	off	of	uncolle	ectible	acco	unts
----	--------	----	-------	-------	-----	-------	-----	----	---------	---------	------	------

WHEREAS section 233 of the *Municipal Act* (R.S.Y. 2002) provides for the cancellation of tax arrears where such taxes are not secured against land in the municipality and arrears of fees, penalties, municipal charges or interest charges; and

WHEREAS section 60 of the Assessment and Taxation Act provides for the discharge of certain taxes; and

WHEREAS it has been determined that certain debts outstanding to the account of the City of Whitehorse are uncollectible;

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

1. The debts hereinafter described are written off:

<u>Date</u>	<u>Description</u>		<u>Amount</u>
2020	Non-Yukon parking fines	\$	11,125.01
2021	Assessment Roll Errors	\$	8,645.37
2021	Parking Fines – Barbara Ward	<u>\$</u>	371.90
	Total	<u>\$</u>	20,142.22

2. This bylaw shall come into full force and effect upon the final passing thereof.

FIRST and SECOND READING:	Jani
THIRD READING and ADOPTION:	

January 31, 2022

Mayor	 	
City Clerk	 	

#### Write Off Uncollectible Accounts Bylaw 2022-07

#### **Explanatory Notes**:

A bylaw is required to write off uncollectible accounts. The accounts outlined in this bylaw are deemed uncollectible for the following reasons:

Non-Yukon Parking Fines The City does not receive information for vehicles not

licensed in the Yukon therefore there is no recourse to collect these fines. Currently parking fines issued to non-Yukon license plates have a 50% collection rate. The fines included in this Bylaw were issued in 2020.

Assessment Roll Errors As a result of an error on the Government of Yukon

(YG) assessment rolls, City taxes had been levied on two properties for several years after the occupiers either passed away or the structure was removed. YG has now cancelled the assessment on these

properties.

Parking Fines – Barbara Ward The client breached a prior repayment agreement

dated from 2017 for outstanding parking fines. In 2018 the debt was filed with the City's collection agency; as this debt is unsecured it has been deemed

uncollectible.

# CITY OF WHITEHORSE BYLAW 2021-38

A bylaw to amend Zoning Bylaw 2012-20

Mayor

City Clerk

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

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

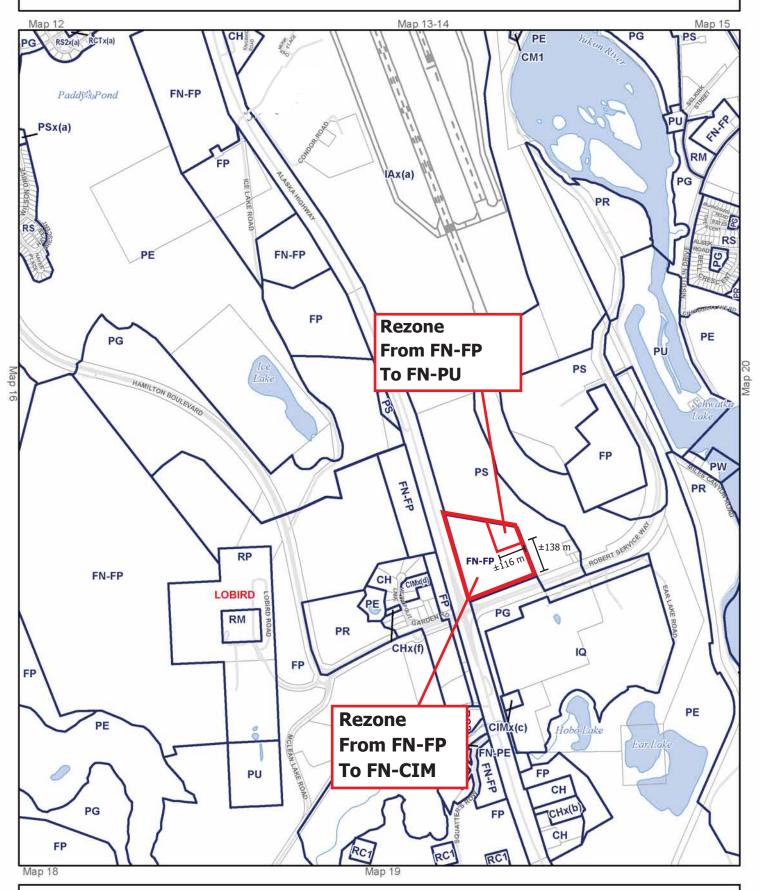
WHEREAS it is deemed desirable that the City of Whitehorse Zoning Bylaw be amended to allow for the development of public utility and commercial/industrial lots on Kwanlin Dün First Nation Settlement Land at the intersection of Robert Service Way and the Alaska Highway;

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

- 1. The zoning maps attached to and forming part of Zoning Bylaw 2012-20 are hereby amended by changing the zoning of Lot 1216 Quad 105D/11 Plan 2010-0050 LTO YT (KDFN C-34B), located at the northeast quadrant of Robert Service Way and Alaska Highway, from FN-FP-First Nation-Future Planning to FN-PU-First Nation-Public Utilities for 1.66 hectares of the northeast corner of the lot, with the southern boundary running parallel to the southern lot line at a distance of ±136 metres north of the southern lot line, and the western boundary running parallel to the east lot line at a distance of ±116 metres from the eastern property line, and FN-CIM-First Nation-Mixed Use Commercial/Industrial for the remainder of the lot, as indicated on Appendix A attached hereto and forming part of this bylaw.
- 2. This bylaw shall come into force and effect upon the final passing thereof.

FIRST READING:	December 13, 2021
PUBLIC NOTICE:	December 24, 2021 and January 7, 2022
PUBLIC HEARING:	January 17, 2022
SECOND READING:	
THIRD READING and ADOPTION:	

## AIRPORT, LOBIRD ROBERT SERVICE WAY



Where a letter appears in brackets following a zoning designation, e.g. RSx(a), the letter corresponds to the 'special restrictions' subsection for that zone.

N 0 725
N Meters
Projection: NAD 1983 UTM Zone 8

Consolidation date: October 6, 2020

# CITY OF WHITEHORSE BYLAW 2021-39

A by	∕law to	amend	Zoning	Bylaw	2012-20
,	iav to	arricha		Dylavv	2012 20

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

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

WHEREAS it is deemed desirable that the City of Whitehorse Zoning Bylaw be amended to allow for the development of highway commercial lots at 115 Range Road;

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

- The zoning maps attached to and forming part of Zoning Bylaw 2012-20 are hereby amended by changing the zoning of 115 Range Road from IA–Airport to CH– Highway Commercial, as indicated on the sketch attached hereto as Appendix "A" forming part of this bylaw.
- 2. This bylaw shall come into force and effect upon the final passing thereof.

FIRST READING: November 29, 2021

**PUBLIC NOTICE**: December 24, 2021 and January 7, 2022

**PUBLIC HEARING**: January 17, 2022

SECOND READING:

THIRD READING and ADOPTION:

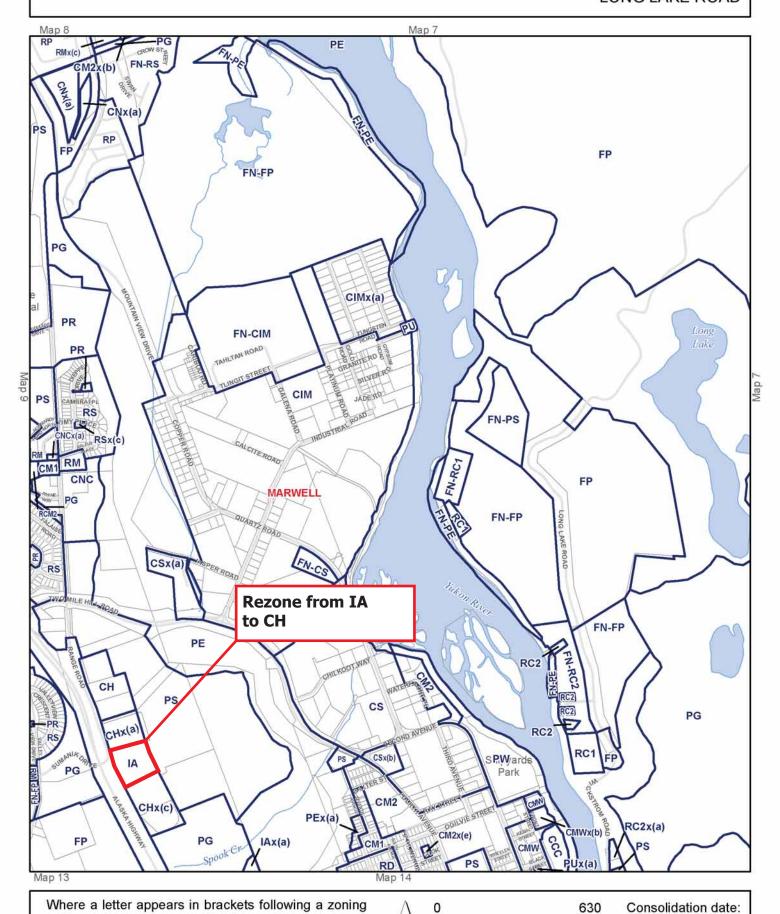
Mayor	 	
City Clork	 	
City Clerk		

**MAP 10** 

MARWELL LONG LAKE ROAD

October 6, 2020

Meters
Projection: NAD 1983 UTM Zone 8



designation, e.g. RSx(a), the letter corresponds to the

'special restrictions' subsection for that zone.

## CITY OF WHITEHORSE BYLAW 2021-42

A b	ylaw to	amend	Zoning	Bylaw	2012-20

and

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

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

WHEREAS it is deemed desirable that the City of Whitehorse Zoning Bylaw be amended to establish zoning for the area known as Whistle Bend phase 9; and

WHEREAS phase 9 of Whistle Bend is vacant and all properties are owned by the Government of Yukon, thus minimizing the impact of zoning changes at this time;

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

- 1. The zoning maps attached to and forming part of Zoning Bylaw 2012-20 are hereby amended by changing the zoning of an approximately 8.5 hectare of vacant Commissioner's land, known as Whistle Bend phase 9, from FP–Future Planning to RCS–Comprehensive Residential Single Family, RCS2–Comprehensive Residential Single Family 2, RCM–Comprehensive Residential Multi-Family, and RCT–Comprehensive Residential Townhouses, as indicated on Appendix "A" attached hereto and forming part of this bylaw.
- 2. This bylaw shall come into force and effect upon the final passing thereof.

FIRST READING: December 13, 2021

**PUBLIC NOTICE**: December 24, 2021 and January 7, 2022

**PUBLIC HEARING**: January 17, 2022

SECOND READING:

THIRD READING and ADOPTION:

Mayor	 	
City Clerk	 	 

## MAP 6



## **CITY OF WHITEHORSE**

## **BYLAW 2022-10**

A bylaw to authorize a lease agreement with the Frostbite Music Society with respect to the parcel of land containing the heritage property Chambers House

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 Frostbite Music Society for the lease of a 280 square metre parcel of land for a ten-year period from March 1, 2022 to and including the last day of February, 2032;

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

- 1. The City of Whitehorse is hereby authorized to enter into a lease agreement with the Frostbite Music Society with respect to a portion of Lot 8 (Remainder), Group 804, Plan 20502 LTO, in the City of Whitehorse, as shown on the sketch attached hereto as Appendix "A" and forming part of this bylaw.
- 2. The Mayor and 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:
THIRD READING and ADOPTION:
Mayor
Wayor
City Clerk



CITY OF WHITEHORSE BYLAW 2022-10 APPENDIX 'A'



A bylaw to authorize a lease agreement between the City of Whitehorse and the Frostbite Music Society in Shipyards Park.



**THIS LEASE AGREEMENT**, made the \_\_\_\_\_ day of \_\_\_\_\_, 2022 in triplicate, to be effective as of and from the 1st day of March, 2022.

BETWEEN:

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

AND:

Frostbite Music Society, a society duly incorporated pursuant to the provisions of the Societies Act (the "Tenant").

#### WHEREAS:

- A. The Landlord is the tenant of the Lands as described in Paragraph 1.1 herein pursuant to a Lease (Disposition Number 2009-3080) with the Government of Yukon (the "Head Lease");
- B. The Tenant will occupy the building known as the Chambers House which the Tenant will operate for community based arts and music programming (the "Premises");
- C. The Premises are situated on the Lands and the Tenant desires to enter into a lease agreement with the Landlord in accordance with the terms and conditions contained in this lease.

#### 1. Demise

#### 1.1 Lease

Witness that in consideration of the rents, covenants, conditions and agreements herein reserved and contained on the part of the Tenant to be paid, observed and performed, the Landlord, being a tenant of the Government of Yukon under the Head Lease, does hereby demise and lease unto the Tenant that parcel of land more particularly described as follows:

That portion of Lot 8 (Remainder), 804, Plan 20502 LTO, City of Whitehorse, Yukon Territory, comprising approximately 280 square metres and shown outlined in red on the sketch attached hereto as Schedule "A" (hereinafter referred to as the "Lands")

#### 1.2 Term

To have and to hold the Lands and Premises, within which the Tenant will continue to operate an office for non-profit uses, and community arts and music based programming, for and during the term of this Lease for a period of ten (10) years, commencing March 1, 2022 to and including the last day of February, 2032.

#### 1.3 Rent

Yielding and paying therefore during the term hereof unto the Landlord the sum of ten dollars (\$10.00) per year, plus Goods and Services Tax, of lawful money of Canada to be paid in advance on or before March 1st of each year during the term hereof.

#### 1.4 Property Taxes

The Tenant shall be responsible for all real property taxes including local improvements rates levied or assessed by any competent authority upon or in respect of the Land.

#### 1.5 Additional Rent

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

- (a) Insurance The cost of all insurance premiums paid for by the Landlord in the event that the Tenant does not pay the premiums of insurance as required by Paragraph 6.1 herein; and
- (b) *Utilities* All rates and charges for utilities that are not billed separately to the Tenant and that are paid for by the Landlord.

(collectively referred to as "Additional Rent").

#### 1.6 Payment of Additional Rent

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

#### 1.7 Carefree Lease

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

#### 1.8 Heritage Integrity

The Landlord and Tenant hereby recognize that while the Chambers House is not designated as a heritage resource, its placement in Shipyards Park, along with other designated buildings requires that the historic integrity, especially the exterior, must be maintained. Any alterations, repairs, or applications for signage must receive prior approval from the Landlord.

#### 1.9 Parking

The Tenant, their employees and any other individuals associated with the programs and activities associated with the building shall use the designated public parking area in the Shipyards Park parking lot for vehicle parking. The parking spaces are on a first-come, first-serve basis, with no reserved spaces. Vehicles are prohibited from driving and parking on any other land in Shipyards Park, unless there are exceptional circumstances and the Tenant has received written permission from the Landlord.

#### 1.10 Access

The Tenant agrees that vehicles shall not drive or park on any portion of Lot 8 (Remainder), Group 804, Plan 20502 LTO, City of Whitehorse, Yukon Territory without prior written permission from the Landlord.

The Tenant further agrees that the formal pedestrian access route from the parking lot shall be by way of the waterfront trail rather than across the skating loop.

#### 1.11 Special Events

The Landlord and Tenant hereby recognize that special events and festivals will be occurring in Shipyards Park during the lease term, which may limit the availability of parking and compromise access to the Lands and Premises. The Landlord shall make every reasonable effort to ensure that access to the Lands and Premises is maintained during special events and festivals. In the event that access will be unable to be maintained to the Lands and Premises as a result of any special event or festival, the Landlord shall notify the Tenant in advance of the special event or festival (not to include any regular events such as the weekly Fireweed Market).

#### 1.12 Lease Renewal

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 may in its sole and unfettered discretion which may be unreasonably withheld, upon the written request of the Tenant made not less than 120 days prior to the expiration of the term thereof, grant to the Tenant a renewal of this Lease for a further term of ten (10) years at a rent to be determined in accordance with applicable City policies on or before 60 days prior to the expiration of the Term.

#### 1.13 Terms of Renewal Lease

The renewal lease shall contain the same terms, provisos, covenants, and agreements herein contained except the rental rate contained in Section 1.3 herein.

#### 2. Covenants of Tenant

#### 2.1 Promises of Tenant

The Tenant covenants and agrees with the Landlord as follows:

- (a) Rent The Tenant shall during the term of this lease or any renewal thereof pay to the Landlord the rent hereby reserved, and all other sums to be paid by the Tenant hereunder in the manner herein provided without any deduction whatsoever. The Tenant shall produce to the Landlord from time to time, at the request of the Landlord, satisfactory evidence of the due payment by the Tenant of all other payments required to be made by the Tenant under this lease;
- (b) Repair The Tenant shall well and sufficiently repair, maintain, amend and keep the Lands and Premises, with appurtenances and all fixtures, in good and substantial repair when, where and so often as need shall be, damage by fire and other risks against which the Landlord is insured (the "Tenant Repair Exceptions") only excepted unless such damage is caused by the negligence or wilful act of the Landlord, its employees, agents or invitees;

- (c) Notice to Repair The Landlord and its agents may at all reasonable times enter the Lands and Premises to examine the condition thereof, and all want of repair that upon such examination may be found and for the amendment of which notice in writing is delivered to the Tenant at the Premises, the Tenant shall well and sufficiently repair and make good according to such notice within 30 days from the date on which such notice was delivered to the Tenant, subject to the Tenant Repair Exceptions;
- (d) Care of Lands The Tenant shall take good care of the Lands and keep the same in a safe, tidy and healthy condition and shall, at its own expense, bear such costs as are reasonably necessary during the term of this lease to keep the Lands in such condition. The Tenant shall be responsible for clearing snow on the accessible ramp/walkway between the waterfront trail and the entrance to the Premises;
- (e) Waste diversion The Tenant understands that it is required to comply with the Waste Management Bylaw at all times. This includes provision of sufficient recycling and compost bins, waste collection services, and compostable bags to line compost bins within the Lands. These provisions ensure that recyclable and organic waste are separated and diverted from the landfill as required by the Waste Management Bylaw. All costs associated with waste diversion shall be the responsibility of the Tenant;
- (f) Business Taxes The Tenant shall pay when due all business taxes payable by the Tenant in respect of the Tenant's occupancy of the Lands;
- Assignment and Subleasing The Tenant shall not assign, mortgage or encumber this Lease, or sublet, or suffer or permit the Lands and Premises or any part thereof to be used by others by license or otherwise, except as contemplated by Paragraph 2.1(h), without the prior written consent of the Landlord, which consent may be arbitrarily and unreasonably withheld. Notwithstanding the foregoing, the Landlord shall not unreasonably withhold its consent in the event that the Tenant proposes to assign or sublet this lease to another society or non-profit organization. In the event that consent to the assignment or subleasing to another society or non-profit organization or the subleasing or licensing of a portion of the land to any person is withheld by the Landlord, the matter shall, at the option of the Tenant, and subject to the provisions of the Arbitration Act, be referred to a single arbitrator (if the parties can agree on one) otherwise to a board of three arbitrators, the first to be appointed by one party or side to such disagreement or dispute, the second to be appointed by the other party or side and the third to be appointed by the first two arbitrators so appointed, and the determination of such arbitrator or arbitrators shall be final and binding upon the parties hereto. If the Tenant assigns or sublets the Lands and Premises or any part thereof with the prior written consent of the Lessor, the Tenant shall not be relieved from any liability under this Lease and shall remain bound and responsible to fulfil the covenants and agreements herein contained, notwithstanding such assignment or consent to assignment by the Landlord;
- (h) Use of Lands and Premises The Tenant shall not use the Lands nor allow the Lands to be used for any purpose other than as office space or music and arts programming for the Frostbite Music Society, and associated secondary uses as provided for by the current zoning of the Lands being "PW – Public Waterfront", or such other uses as may be approved in writing by the Landlord, which approval may be arbitrarily and unreasonably withheld. The Lands shall not be used to provide or

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

discharge the same forthwith and, if he shall fail or neglect to do so within 10 days after written notice thereof from the Landlord, the Landlord may but shall not be obliged to, pay and discharge such lien and may add to the next ensuing instalment of rent the amount so paid including all costs to the Landlord together with interest thereon from the date of payment. Provided that in the event of a bona fide dispute by the Tenant of the validity or correctness of any such claim of lien, the Tenant shall be entitled to defend against the same and any proceedings brought in respect thereof after having first paid into Court the amount claimed and such costs as the Court may direct or having provided such other security as the Landlord may in writing approve to ensure payment thereof. Provided further that upon determination of the validity of any such lien, the Tenant shall immediately pay any judgment in respect thereof against the Landlord, including all proper costs and charges incurred by the Landlord and the Tenant in connection with any such lien and shall cause a discharge thereof to be registered without cost or expense to the Landlord;

- (q) Operation of the Premises The Tenant acknowledges that the development and operation of the Frostbite Music Society within the Lands and Premises is of the utmost importance to the Landlord and the citizens of the City of Whitehorse. The Tenant acknowledges that in the event the Society is not operational in any twelvemonth period, the Tenant shall be in default of this Lease, notwithstanding that rent is paid, and the Landlord shall have the option to immediately terminate the Lease;
- (r) Inspection The Tenant shall permit the Landlord or any other person authorized by the Landlord to inspect the Lands and Premises at all reasonable times;
- (s) Maintenance The Tenant shall permit the Landlord to install, maintain, replace, repair and service or cause to be installed, maintained, replaced, repaired, and serviced, wires, ducts or other installations in, under or through the Lands and Premises for or in connection with the supply of any service or utility to any part of the Lands or in connection with the extension of any service or utility from the Lands to any other buildings or structures located within Shipyards Park being comprised of Lot 8 (Remainder), Group 804, Plan 20502 LTO, and Block 330, Plan 2003-0151 LTO, City of Whitehorse, Yukon Territory;
- (t) 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 Premises:
- (u) Financial Information The Tenant shall provide to the Landlord reasonable access to all of its books and records;
- (v) City Infrastructure and Building Access The Tenant acknowledges that the Landlord owns utility and security system infrastructure within the Premises. At all times, the Tenant shall ensure that the area in the vicinity of the City's infrastructure remains clear and unencumbered. The Tenant will ensure that free and clear access is maintained for the Landlord or its agents to access any City owned or maintained infrastructure located within the Premises for the purposes of installing, relaying, connecting, disconnecting, constructing, repairing, replacing, maintaining, inspecting and operating its utilities and security system and a right of reasonable access to the Premises in relation to the above. The Tenant shall ensure that the Premises are

- heated in such a manner as to ensure the continual operation of the City's utility and security systems.
- (w) Public Accessibility The Tenant shall ensure that programs and activities offered on the Lands are open to the general public and that the Tenant shall work with the Landlord to ensure that the Lands and Premises are open to the general public;
- (x) Utilities The Tenant shall pay when due all rates and charges for telephone and other utilities supplied to or used in the Lands as separately metered or separately invoiced by the supplier(s), including those utilities as supplied by the Landlord;
- (y) *Utility Services* The Tenant shall pay all costs associated with the installation of any additional utility services to the Lands.

#### 3. Covenants of Landlord

### 3.1 Quiet Enjoyment

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

#### 4. Rights and Remedies of the Landlord

## 4.1 Re-entry

If default or breach or non-performance of any of the covenants or agreements in this Lease contained on the part of the Tenant continues for 30 days after written notice thereof has been given by the Landlord to the Tenant, then it shall be lawful for the Landlord at any time thereafter without notice to re-enter the Lands and Premises and the same to have again, repossess and enjoy as of its former estate, anything herein contained to the contrary notwithstanding. If the Landlord re-enters the Lands and Premises by reason of the default of the Tenant prior to the expiry of the term of this lease, the Tenant will be liable to the Landlord for the amount of rent for the remainder of the term as if such re-entry had not been made, less the actual amount received by the Landlord after such re-entry from any subsequent leasing of the Lands and Premises during the remainder of the term after deducting he Landlord's costs of re-letting the Lands and Premises.

#### 4.2 Right of Termination

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

#### 4.3 Bankruptcy

If the term hereof or any renewal thereof shall at any time be seized or taken in execution or attachment by any creditor of the Tenant or if the Tenant makes any assignment for the benefit of creditors or becomes bankrupt or insolvent or takes the benefit of any bankruptcy or insolvency legislation or in case the Lands and Premises become vacant or unoccupied

for a period of 10 days, the then current month's rent together with the rent accruing for the balance of the term or the next three months, whichever is less, shall immediately become due and payable and the term hereof or any renewal thereof shall at the option of the Landlord become forfeited and void. Neither this Lease nor any interest therein nor any estate hereby created shall pass to or enure to the benefit of any trustee in bankruptcy or any receiver of any assignee for the benefit of creditors or otherwise by operation of law.

#### 4.4 Status as a Society

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

#### 4.5 Dissolution of Society

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

#### 4.6 Distress

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

#### 4.7 Non-waiver

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

#### 4.8 Landlord's Right to Perform

If the Tenant fails to perform any of the covenants or obligations of the Tenant under or in respect of this Lease, the Landlord may from time to time, at its discretion, perform or cause to be performed any such covenants or obligations or any part thereof and for such purpose may do such things as may be required and may enter upon the Lands and Premises to do such things and all expenses incurred and expenditures made by or on behalf of the Landlord shall be paid forthwith by the Tenant to the Landlord and if the Tenant fails to pay

the same the Landlord may add the same to the rent and recover the same by all remedies available to the Landlord for the recovery of rent in arrears; provided that if the Landlord commences or completes either the performance or causing to be performed of any of such covenants or obligations or any part thereof, the Landlord shall not be obliged to complete such performance or causing to be performed or be later obliged to act in a like fashion.

#### 4.9 Interest

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

#### 5 Indemnification

### 5.1 Indemnity by Tenant

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

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

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

#### 5.2 Indemnity by Landlord

Except for or in respect of events caused by the Tenant's actions, or those for whom it is at law responsible, arising out of the use and occupation of the Lands and Premises, including

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

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

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

#### 5.3 Landlord Unable to Perform

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

#### 5.4 Relief of Landlord on Sale

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

#### 6. Insurance

## 6.1 Liability Insurance.

The Tenant shall provide and maintain in such form and to such extent and with such companies, as required by the Landlord, public liability insurance in the minimum amount of THREE MILLION (\$3,000,000) DOLLARS, or such other amount as the Landlord may request, for the protection against any claims in any way relating to the Lands. This public liability insurance, in which both the Landlord and the Tenant shall be designated as the

insured, which policy shall provide that the same cannot be cancelled without at least 15 days prior written notice to the Landlord and the Tenant shall deposit with the Landlord a certificate of such insurance at or prior to the commencement of the term and thereafter within 10 days prior to the expiration of any such policy.

#### 7. Hazardous Substances

#### 7.1 Definitions

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

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

#### 7.2 Compliance with Laws

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

#### 7.3 Discharge

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

#### 7.4 Ownership of Hazardous Substances

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

#### 7.5 Access to Information

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

#### 8. Termination

#### 8.1 Termination

It is hereby agreed that during the term hereof, the Landlord or the Tenant may terminate this Lease by giving notice in writing at least three (3) months before such determination; and on the day following the date specified in the notice, this Lease is terminated.

#### 9 General Provisions

#### 9.1 Subordination

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

#### 9.2 No Agency or Partnership

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

#### 9.3 Over-holding

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

#### 9.4 Effect of Headings

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

#### 9.5 Notices

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

If to the Landlord: The City of Whitehorse

2121 Second Avenue

Whitehorse, Yukon Territory, Y1A 1C2

Attention: Manager, Land and Building Services

Fax No. (867) 668-8395

Email Address: land@whitehorse.ca

If to the Tenant: Frostbite Music Society

Attention: President

PO Box 31283, Whitehorse, YT Y1A 5P7 Email Address: frostbiteyukon@gmail.com

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

#### 9.6 Solicitor and Client Costs

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

#### 9.7 Joint and Several Covenants

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

## 9.8 Binding Agreement

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

### 9.9 Interpretation of Words

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

#### 9.10 Time of Essence

Time shall in all respects be of the essence hereof.

#### 9.11 Changes to Agreement

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

#### 9.12 Acceptance by Tenant

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

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

c/s	<ul> <li>THE CORPORATE SEAL OF</li> <li>The City of Whitehorse</li> <li>was hereunto affixed in the presence of:</li> </ul>
US	) ) Laura Cabott, Mayor )
	) Wendy Donnithorne, City Clerk
	) Frostbite Music Society ) By its authorized signatories: )
Witness	) Michael Bellon, President )
(Print Name of Witness)	)

## **Affidavit of Witness**

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		) <b>(</b> / ) of the City		e of witness) orse.		
YUKON TERRITORY (		in the Yuko		•		
ТО	WIT:	MAKE OAT	H AND SA	Y AS FOLLOWS:		
1)	instrument, who iden	tified himself to mone ne as the authoriz	e to be the	I Bellon, named in the within person named therein, duly sign ry for Frostbite Music Society		
2)	The said instrument was executed at the City of Whitehorse, in the Yukor Territory, and that I am the subscribing witness thereto;					
3)	The said party are in	The said party are in my belief of the full age of nineteen years.				
at W	ORN / AFFIRMED BEF0 hitehorse in Yukon ne day of		) ) ) 			
(sigr	nature of Notary or Com	nmissioner)	)	(Signature)		
<u>Ca</u>	thy Dyson		)			
(Prir	nt full name)	<del></del>	)	(Print name of Witness)		
	ary Public in and for Yuk commission expires: O		)			
			)			

<sup>\*</sup> All Notaries and Commissioners outside of Yukon must affix seal



CITY OF WHITEHORSE BYLAW 2022-10 APPENDIX 'A'



A bylaw to authorize a lease agreement between the City of Whitehorse and the Frostbite Music Society in Shipyards Park.

