

**CITY OF WHITEHORSE**  
**REGULAR Council Meeting #2022-18**

**DATE:** Monday August 8, 2022

**TIME:** 5:30 p.m.

**Mayor** Laura Cabott  
**Deputy Mayor** Michelle Friesen  
**Reserve Deputy Mayor** Kirk Cameron

**AGENDA**

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

**AGENDA** Adoption

**PROCLAMATIONS**

**MINUTES** Regular Council meeting dated July 25, 2022

**DELEGATIONS**

**PUBLIC HEARING**

**STANDING COMMITTEE REPORTS**

**Public Health and Safety Committee** – *Councillors Cameron and Curteanu*

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

Upcoming Procurements (September and October) – For Information Only

Grant Request – Yukon Cares

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

Zoning Amendment – Puckett's Gulch/Airport Expansion

Public Hearing Report - Zoning Amendment Interim Mount Sima Quarry

Public Hearing Report - Zoning Amendment KDFN Parcel C-112B

Zoning Amendment – 26 Azure Road

Official Community Plan Bylaw – Plan Approval

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

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

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

Emancipation Day – For Information Only

Council Donation Budget – For Information Only

Indigenous Community Safety Summit – For Information Only

**NEW AND UNFINISHED BUSINESS**

**BYLAWS**

2022-23	Zoning Amendment Interim Mt Sima Quarry	2 <sup>nd</sup> and 3 <sup>rd</sup> Reading
2022-26	Zoning Amendment KDFN C-112B	2 <sup>nd</sup> and 3 <sup>rd</sup> Reading
2022-28	Whistle Bend Community Garden Lease	3 <sup>rd</sup> Reading
2022-29	City Manager Bylaw	3 <sup>rd</sup> Reading
2022-30	Zoning Amendment 26 Azure Road	1 <sup>st</sup> Reading
2022-31	Zoning Amendment – Puckett's Gulch/Airport Expansion	1 <sup>st</sup> Reading
2022-40	Official Community Plan	1 <sup>st</sup> Reading

**ADJOURNMENT**

MINUTES of **REGULAR** Meeting #2022-17 of the Council of the City of Whitehorse called for 5:30 p.m. on July 25, 2022, in Council Chambers, City Hall.

PRESENT: Mayor Laura Cabott  
Deputy Mayor Michelle Friesen  
Councillors Dan Boyd  
Kirk Cameron  
Jocelyn Curteanu  
Ted Laking  
Mellisa Murray

ALSO PRESENT: Interim City Manager Jeff O'Farrell  
Acting Director of Community Services Landon Kulych  
Director of Corporate Human Resources Lindsay Schneider  
Director of Corporate Services Valerie Braga  
Director of Development Services Mike Gau  
Manager of Legislative Services Wendy Donnithorne

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

**CALL TO ORDER**

**2022-17-01**

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

**ADOPT AGENDA**

Carried Unanimously

**2022-17-02**

It was duly moved and seconded  
THAT the minutes of the Regular Council meeting dated July 11, 2022  
be adopted as presented.

**MINUTES**

July 11, 2022

Carried Unanimously

**PUBLIC HEARING**

Mayor Cabott advised that there is one public hearing scheduled for  
this evening.

PUBLIC HEARINGS  
SCHEDULED

Mayor Cabott called for submissions with respect to the zoning  
amendment for Kwanlin Dün Settlement land Parcel C-112B

ZONING AMENDMENT  
KDFN Parcel C-112B

There were two submissions received with respect to this item, both  
opposed to the zoning amendment.

Submissions Received

Mayor Cabott declared the public hearing for the zoning amendment with respect to the zoning amendment for Kwanlin Dün Settlement land Parcel C-112B closed.

Public Hearing Closed

## **STANDING COMMITTEE REPORTS**

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

David Jennings had presented his suggestions to improve public safety in the Downtown area, at the July 18 Standing Committee Meeting. His suggestions included more foot patrols by RCMP and foot patrols by City Bylaw Officers and Kwanlin Dün community safety officers. He also asked the City to consider providing passes to the Canada Games Centre as a way to provide support for healthier activities.

DOWNTOWN  
COMMUNITY SAFETY  
Delegate Presentation

Roxanne Stasyszyn presented her concerns about traffic safety and the need for traffic calming measures on a specific area of Skookum Drive. Her presentation included a request that Council consider this issue and the installation of traffic calming measures at this crosswalk as a priority and ahead of the next budget process, and proposed that something temporary be re-installed this season, given the continued and significant safety risks.

SKOOKUM DRIVE  
CROSSWALK – Delegate  
Presentation

A Committee member brought forward concerns about traffic and safety on Skookum Drive, related to the specific area and proposal brought forward by the delegate. The Committee was informed that this has been a longstanding issue, with concerns first coming forward in 2016. Traffic calming “speed bumps” had previously been installed recognizing the safety concerns in this spot.

SKOOKUM DRIVE  
TRAFFIC CALMING - For  
Information Only

### **Corporate Services Committee**

#### **2022-17-03**

It was duly moved and seconded  
THAT Council direct that the 2022 to 2025 Capital Expenditure Plan be amended by adding a new capital project titled “2022 Cross Town Water Main” for \$500,000, funded from the General Reserve until external funding can be secured.

BUDGET AMENDMENT  
Cross Town Water Main

Carried Unanimously

#### **2022-17-04**

It was duly moved and seconded  
THAT Council direct that the 2022 to 2025 Capital Expenditure Plan be  
.../Continued

BUDGET AMENDMENT  
Takhini Sanitary Trunk  
Replacement

**2022-17-04 (Continued)**

amended by adding a new capital project titled “Takhini Sanitary Trunk Replacement” limited to engineering design in 2022 for \$350,000, funded from the General Reserve.

BUDGET AMENDMENT  
(Continued)

A Committee member asked if any temporary mitigation was planned. Administration noted that temporary stabilization would be excessive, however there is a temporary bypass already in place if required.

Discussion

**2022-17-05**

It was duly moved and seconded  
THAT Council direct that the 2022 to 2025 Capital Expenditure Plan be amended by adding a new capital project titled “2022 Escarpment Slide Response” in the amount of \$2,300,000, funded from the General Reserve.

BUDGET AMENDMENT  
Emergency Escarpment  
Repairs

Carried Unanimously

A Committee member asked for an update on external funding for the repairs. Administration noted that discussions are still in progress, and both the Federal and Territorial governments are aware of the need for funding and have requested specifics about the project.

Discussion

**2022-17-06**

It was duly moved and seconded  
THAT Council direct the 2022 to 2025 Capital Expenditure Program be amended by modifying the 2022 and 2023 budgets to advance projects 320c02410 – Skid Steer, 320c03110 – Loader, and 320c01022 – Grader, from 2023 to 2022; and

BUDGET AMENDMENT  
Heavy Equipment Fleet

THAT Council direct the 2022 to 2025 Capital Expenditure Program be amended by increasing the budget for those projects as follows:

- 320c02410 Skid Steer by an additional \$17,500
- 320c03110 Loader by an additional \$120,000
- 320c01022 Grader by an additional \$170,000

Carried Unanimously

**2022-17-07**

It was duly moved and seconded  
THAT Council direct that Bylaw 2022-29, a bylaw to appoint a City Manager and delegate certain administrative powers to the position, be brought forward for consideration under the bylaw process.

CITY MANAGER BYLAW

Carried Unanimously

**City Planning Committee**



**2022-17-08**

It was duly moved and seconded  
THAT Council direct that Bylaw 2022-27, a bylaw to amend the zoning of 2220 2nd Avenue to allow for a cannabis retail operation located 100 metres of a school, be brought forward for consideration under the bylaw process.

ZONING AMENDMENT  
2220 2<sup>nd</sup> Avenue

Carried (6-1)

IN FAVOUR Mayor Cabott, Councillors Boyd, Cameron, Curteanu,  
Laking, and Murray

Recorded Vote

OPPOSED Councillor Friesen

It was confirmed to be a site specific zoning amendment.

Discussion

**2022-17-09**

It was duly moved and seconded  
THAT Council approve the subdivision of approximately 8.3 ha of land for the creation of new residential lots, lanes, and roads for the areas known as Whistle Bend Phase 9, as shown on the proposed subdivision sketches, subject to the condition that the Government of Yukon enter into a Development Agreement with the City of Whitehorse.

SUBDIVISION APPROVAL  
Whistle Bend Phase 9

Carried Unanimously

The Committee again suggested using traditional names or names of prominent Indigenous or female community members be considered for future phases of the Whistle Bend subdivision.

Discussion

**2022-17-10**

It was duly moved and seconded  
THAT Council direct that Bylaw 2022-28, a bylaw to enter into a lease agreement with Whistle Bend Garden Society for a lease area comprised of a 1000 m2 portion of Lot 415, Plan 2016-0047 LTO, Whistle Bend Subdivision, Whitehorse, Yukon, be brought forward for due consideration under the bylaw process.

LEASE AGREEMENT  
Whistle Bend Garden  
Society

Carried Unanimously

Jordan Stackhouse and Daniel Schneider presented to the Committee about their application to rezone 2220 2nd Avenue for a cannabis retail store,

RESTRICTED RETAIL  
ZONING – For Information  
Only

.../Continued

(Continued)

RESTRICTED RETAIL  
ZONING  
(Continued)

which is required due to the location's proximity to a downtown learning centre and general requirements under the *Yukon's Cannabis Control and Regulation Act*. They are applying to rezone the lot which is located more than 100 metres and less than the required 150 m from the school.

**Development Services Committee**

There was no report from the Development Services Committee.

No Report

**City Operations Committee**

The Committee was presented with an update on the Snow and Ice Control Program review, which includes the City's winter maintenance operations and establishes priorities and service levels for snow and ice control activities.

SNOW AND ICE  
CONTROL PROGRAM  
REVIEW – For Information  
Only

A Committee member indicated the poor condition of the McLean Lake Road and requested Administration do a site visit to determine potential maintenance requirements.

MCLEAN LAKE ROAD  
For Information Only

**Community Services Committee**

There was no report from the Development Services Committee.

No Report

**NEW AND UNFINISHED BUSINESS**

**BYLAWS**

**2022-17-11**

It was duly moved and seconded  
THAT Bylaw 2022-16, a bylaw to amend the Advisory Committee Bylaw and to establish a Housing and Land Development Advisory Committee, having been read a first and second time, now be given third reading.

**BYLAW 2022-16**

AMEND ADVISORY  
COMMITTEE BYLAW  
THIRD READING

Carried Unanimously

**2022-17-12**

It was duly moved and seconded  
THAT Bylaw 2022-27, a bylaw to amend the zoning at 2220 2<sup>nd</sup> Avenue to allow for operation of a Retail Service, Restricted more than 100 m from a school, be given first reading.

**BYLAW 2022-27**

AMEND ZONING AT 2220  
2<sup>nd</sup> AVENUE  
FIRST READING

Carried Unanimously

**2022-17-13**

It was duly moved and seconded

**BYLAW 2022-28**

THAT Bylaw 2022-28, a bylaw to authorize a lease agreement with the Whistle Bend Garden Society, be given first reading.  
Carried Unanimously

AUTHORIZE LEASE  
AGREEMENT WITH  
WHISTLEBEND GARDEN  
SOCIETY  
FIRST READING

**2022-17-14**

It was duly moved and seconded  
THAT Bylaw 2022-28 be given second reading.

Carried Unanimously

**BYLAW 2022-28**  
SECOND READING

**2022-17-15**

It was duly moved and seconded  
THAT Bylaw 2022-29, a bylaw to establish the position of Chief Administrative Officer and to establish the terms and conditions of employment of the person appointed to the position, be given first reading.

Carried Unanimously

**BYLAW 2022-29**  
CITY MANAGER BYLAW  
FIRST READING

**2022-17-16**

It was duly moved and seconded  
THAT Bylaw 2022-29 be given second reading.

Carried Unanimously

**BYLAW 2022-29**  
SECOND READING

There being no further business, the meeting adjourned at 6:34 p.m.

**ADJOURNMENT**

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Laura Cabott, Mayor

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Wendy Donnithorne, City Clerk

ADOPTED by Resolution at the Regular Council Meeting #2022- dated



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

Date	August 1, 2022	2022-18
Location	Council Chambers, City Hall	
	Councillor Kirk Cameron – Chair	
Committee	Mayor Laura Cabott	
Members	Councillor Dan Boyd	
Present	Deputy Mayor Michelle Friesen	
	Councillor Ted Laking	
	Councillor Mellisa Murray	
Members		
Absent	Councillor Jocelyn Curteanu	
	Jeff O'Farrell, Interim City Manager	
	Krista Mroz, Acting Director of Community Services	
Staff	Valerie Braga, Director of Corporate Services	
Present	Lindsay Schneider, Director of Corporate HR	
	Mike Gau, Director of Development Services	
	Wendy Donnithorne, Manager of Legislative Services	

\* Indicates electronic participation

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Your Worship, there is no report from the Public Health and Safety Committee.



## Minutes of the meeting of the Corporate Services Committee

Date	August 1, 2022	2022-18
Location	Council Chambers, City Hall	
	Deputy Mayor Michelle Friesen – Chair	
Committee Members Present	Mayor Laura Cabott Councillor Dan Boyd Councillor Kirk Cameron Councillor Ted Laking Councillor Mellisa Murray	
Members Absent	Councillor Jocelyn Curteanu	
Staff Present	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 Mike Gau, Director of Development Services Wendy Donnithorne, Manager of Legislative Services Svetlana Erickson, Manager of Financial Services	

\* Indicates electronic participation

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

### **1. Upcoming Procurements (September and October) – For Information Only**

In accordance with the Procurement Policy, the Committee was presented with a report on the upcoming procurements for September and October with an anticipated value of greater than \$100,000.

There was some discussion around the costs of upgrading playgrounds to be more accessible. Administration noted that fully accessible playgrounds and playground structures are extremely expensive, such as with the new million-dollar fully accessible playground in Shipyards Park which was generously given to the City. When it is time for upgrades or replacements for play structures they're designed to be as inclusive as possible to meet the needs of a broad range of ages and abilities.

**2. Grant Request – Yukon Cares**

The Committee was presented with a grant request for \$4,978 to purchase a transit pass and admissions card to the Canada Games Centre for two new refugee families arriving in the Yukon later this year. These types of grants have been provided for new families coming to Whitehorse since 2016, and are intended to help welcome and support new citizens to the community.

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

THAT Council approve a grant of \$4,978 funded from the Council donation account.



## Minutes of the meeting of the City Planning Committee

Date	August 1, 2022	2022-18
Location	Council Chambers, City Hall	
	Councillor Dan Boyd - Chair	
Committee	Mayor Laura Cabott	
Members	Councillor Kirk Cameron	
Present	Deputy Mayor Michelle Friesen	
	Councillor Ted Laking	
	Councillor Mellisa Murray	
Members		
Absent	Councillor Jocelyn Curteanu	
	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	
Present	Mike Gau, Director of Development Services	
	Wendy Donnithorne, Manager of Legislative Services	
	Mélodie Simard, Manager of Planning and Sustainability	
	Mathieu Marois, Senior Planner	

\* Indicates electronic participation

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

### **1. Puckett's Gulch – Delegate Presentation**

Peter Long spoke to the Committee about his concerns with the proposed zoning amendment and the following airport expansion into Puckett's Gulch. He was concerned about disruptions to and maintenance for the Airport Perimeter Trail. He noted that the area is extensively used by both people and wildlife, and worried that the expansion will disrupt normal access and activity on the trail.

### **2. Puckett's Gulch Zoning Amendment – Delegate Presentation**

Barrett Hatton from Yukon Government and Steven Bartsch of Associated Engineering presented the proposed airport expansion project. They explained the purpose and need for the project to bring the airport into compliance with new federal regulations, and potential impacts on the surrounding area. They confirmed that Yukon Government is committed to doing the detailed geo-technical work in the escarpment area to support extending the runway and bringing the airport up to standard.

The Committee raised a number of questions about compliance and timing, whether other design options were considered, potential impacts on trails in the area and if there would be an opportunity for additional trail improvements as part of the project. The Committee was particularly concerned about public awareness to date.

The delegates indicated that the airport was currently exempt from the new regulations, but could be ordered to comply at any time, and that other alternatives had been considered, but were either considered not feasible, were cost prohibitive or could result in a decrease in service. A public survey had been done as required to contact those in the surrounding area. The delegates also indicated that the required geotechnical work was only 30% complete to date, and that slope stabilization was a key aspect to be taken into account for the project.

### **3. Zoning Amendment – Puckett’s Gulch/Airport Expansion**

Administration presented an application to amend the zoning at Puckett’s Gulch to allow the transfer of land to the Government of Yukon to extend the airport runway, which would include relocating a trail, airside road, fence, and sewer line to bring the airport into compliance with federal aviation safety standards.

As the portions of the land parcels are currently owned by the City, further formal steps will be needed should Council approve the rezoning, to allow for the transfer of land, including amendment to Council’s policy on the escarpment lands and subdivision of the land. Administration noted that any environmental impact or geotechnical concerns in this highly sensitive environmental area would be addressed through a future land transfer and specific provisions of the required development agreement.

The Committee focussed on the need for more public information in the form of a public information session on the proposed zoning amendment ahead of Council’s public hearing scheduled for September 12, as could be required under the Zoning Bylaw.

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

THAT Council, direct that Bylaw 2022-31, a bylaw to amend the zoning of a portion of three parcels in the Puckett’s Gulch/Airport area be brought forward for consideration under the bylaw process.

### **4. Public Hearing Report – Interim Mount Sima Quarry**

The Committee was presented with a public hearing report on the Bylaw to amend the zoning of a parcel of vacant Commissioner’s Land on Copper Haul Road to allow for an interim quarry use. No delegates spoke to the item at the public hearing and no other submissions were received with respect to this item.

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

THAT Council direct that Bylaw 2022-23, a bylaw to amend the zoning of a parcel of vacant Commissioner’s Land on Copper Haul Road to allow for an interim quarry use, be brought forward for second and third reading under the bylaw process.



## **5. Public Hearing Report – KDFN Parcel C-112B**

The Committee was presented with a public hearing report on a Bylaw to amend the zoning of Kwanlin Dün First Nation (KDFN) Settlement Land Parcel C-112B for Phase I and Phase II of a proposed residential development.

Two written submissions were received, both with concerns about the development. No delegates spoke to the item at the public hearing.

Concerns were raised that the proposed development will impact how the site is currently used, specifically that a snow storage site and recreational opportunities could be lost. It was confirmed that access for snow storage could be maintained, and also that the land parcels were intended for development since the neighbourhood was first planned in 1990. Adjacent property owners should have had access to this information when they purchased their property. Access to the trails west of the development will be maintained with connector walkways and other trails will be rerouted.

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

THAT Council direct that Bylaw 2022-26, a bylaw to amend the zoning of KDFN Settlement Land Parcel C-112B-2, and a portion of KDFN Settlement Land Parcel C-112B-1 and C-112B-3 to allow for a residential development, be brought forward at second and third reading under the bylaw process.

## **6. Zoning Amendment – 26 Azure Road**

The Committee was presented with an application to amend the zoning of a portion of 26 Azure Road from RP – Residential Mobile Home Park to RS – Residential Single Detached. Rezoning the subject site to RS would not deviate from the existing residential uses in the surrounding community and would enable the owners to make use of the unused area for housing.

The RS zone was chosen as there is no other appropriate use or zone given the size and shape of the area. Rezoning to RS to allow the development of a dwelling is therefore considered the most efficient use of the area.

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

THAT Council direct that Bylaw 2022-30, a bylaw to amend the zoning of a portion of 26 Azure Road for the purpose of constructing a single family dwelling with a fee simple ownership, be brought forward for consideration under the bylaw process.

## **7. Official Community Plan: Whitehorse 2040**

The Committee was presented with “draft two” of the proposed Official Community Plan: Whitehorse 2040 (the OCP). All members noted the importance of the Plan as the key City planning document, and appreciation for the time and effort by all involved to this point.

Along with the draft OCP, Administration provided information on the development of the plan, background studies, comprehensive public engagement to date (over 2000 comments), and expected next steps for the review and approval process. The main

policy directions, themes, and implementation requirements including studies, bylaws and future projects, were also outlined as part of the introduction to Committee.

Committee members highlighted a number of key elements and issues reflected in the Plan and for further discussion including:

- Appreciation for representation of First Nations, including the land acknowledgement and history;
- the focus on equity and inclusion;
- questions about population growth estimates used in the plan and the need to be prepared for more development sooner;
- Concern over continued reliance on Whistlebend and Porter Creek for growth, which will increase traffic issues;
- the focus on active transportation routes and development of urban centres;
- a need for housing development across housing types consistent with Council's Strategic Priorities and for commercial land planning;
- Recognition that any potential transportation corridor through the proposed McIntyre Creek park would be determined following the transportation studies;
- The importance of the upcoming public review, and hearing from the community.

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

THAT Council direct that Bylaw 2022-40, a bylaw to adopt the 2022 Official Community Plan, "Whitehorse 2040", and repeal the 2010 Official Community Plan, be brought forward for due consideration under the bylaw process.



## Minutes of the meeting of the Development Services Committee

Date	August 1, 2022	2022-18
Location	Council Chambers, City Hall	
	Councillor Mellisa Murray – Chair	
Committee	Mayor Laura Cabott	
Members	Councillor Dan Boyd	
Present	Councillor Kirk Cameron	
	Deputy Mayor Michelle Friesen	
	Councillor Ted Laking	
Members		
Absent	Councillor Jocelyn Curteanu	
	Jeff O'Farrell, Interim City Manager	
	Krista Mroz, Acting Director of Community Services	
Staff	Valerie Braga, Director of Corporate Services	
Present	Lindsay Schneider, Director of Corporate HR	
	Mike Gau, Director of Development Services	
	Wendy Donnithorne, Manager of Legislative Services	

\*\* Indicates electronic participation

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



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

Date	August 1, 2022	2022-18
Location	Council Chambers, City Hall	
	Councillor Ted Laking – Chair	
Committee	Mayor Laura Cabott	
Members	Councillor Dan Boyd	
Present	Councillor Kirk Cameron	
	Deputy Mayor Michelle Friesen	
	Councillor Mellisa Murray	
Members		
Absent	Councillor Jocelyn Curteanu	
	Jeff O'Farrell, Interim City Manager	
	Krista Mroz, Acting Director of Community Services	
Staff	Valerie Braga, Director of Corporate Services	
Present	Lindsay Schneider, Director of Corporate HR	
	Mike Gau, Director of Development Services	
	Wendy Donnithorne, Manager of Legislative Services	

\*\* Indicates electronic participation

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



## Minutes of the meeting of the Community Services Committee

Date	August 1, 2022	2022-18
Location	Council Chambers, City Hall	
	Councillor Mellisa Murray – Chair	
Committee Members Present	Mayor Laura Cabott Councillor Dan Boyd Councillor Kirk Cameron Deputy Mayor Michelle Friesen Councillor Ted Laking	
Members Absent	Councillor Jocelyn Curteanu	
Staff Present	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 Mike Gau, Director of Development Services Wendy Donnithorne, Manager of Legislative Services	

\* Indicates electronic participation

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

### 1. **New Business – Emancipation Day – August 1, 2022**

In 2021, the House of Commons designated August 1<sup>st</sup> as Emancipation Day in Canada. This date in 1834 marked the abolition of slavery across the British Empire. A Committee member invited everyone to learn about the history of Black and African people in Canada and the discrimination and inequality many people still face today.

### 2. **New Business – Council Donation Account**

A Committee member asked for additional clarification on what the Council Donation budget for 2022 had been used for to date, which was provided.

### 3. **New Business – Indigenous Safety Summit**

A Committee member to acknowledged the Indigenous Community Safety Summit running from August 2<sup>nd</sup> through 4<sup>th</sup> at the Kwanlin Dün Cultural Centre.

# CITY OF WHITEHORSE

## BYLAW 2022-23

A bylaw to amend Zoning Bylaw 2012-20

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

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

WHEREAS it is deemed desirable that the Whitehorse Zoning Bylaw be amended to allow for the development of an interim quarry on a parcel of vacant Commissioner's Land on Copper Haul Road;

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

1. The zoning maps attached to and forming part of Zoning Bylaw 2012-20 are hereby amended by changing the zoning of a parcel of vacant Commissioner's land located at km 3.2 on Copper Haul Road from FP–Future Planning to IQx–Quarries (modified), as indicated on Attachment 1 and forming part of this bylaw.
2. Section 11.3 of Zoning Bylaw 2012-20 is hereby amended by adding a new subsection 11.3.7 as follows:

“11.3.7 Special Modifications

- (a) A parcel of vacant Commissioner's Land located at km 3.2 on Copper Haul Road is hereby designated IQx(a) with the special modification being that, notwithstanding section 4.11.1(c) of this bylaw, natural resource extraction is permitted as a principal use for a period of five years. At the end of the five years, the temporary use can be renewed for another five years or it will expire. The temporary use can be renewed for four five-year intervals to a maximum of 25 years. Prior to any development permit approval and subsequent renewal, the applicant shall provide a final grading plan with a level floor, consisting of slopes of 3% or less, which aligns with the adjacent land to the east.

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

**FIRST READING:**

**PUBLIC NOTICE:**

**PUBLIC HEARING:**

**SECOND READING:**

**THIRD READING and ADOPTION:**

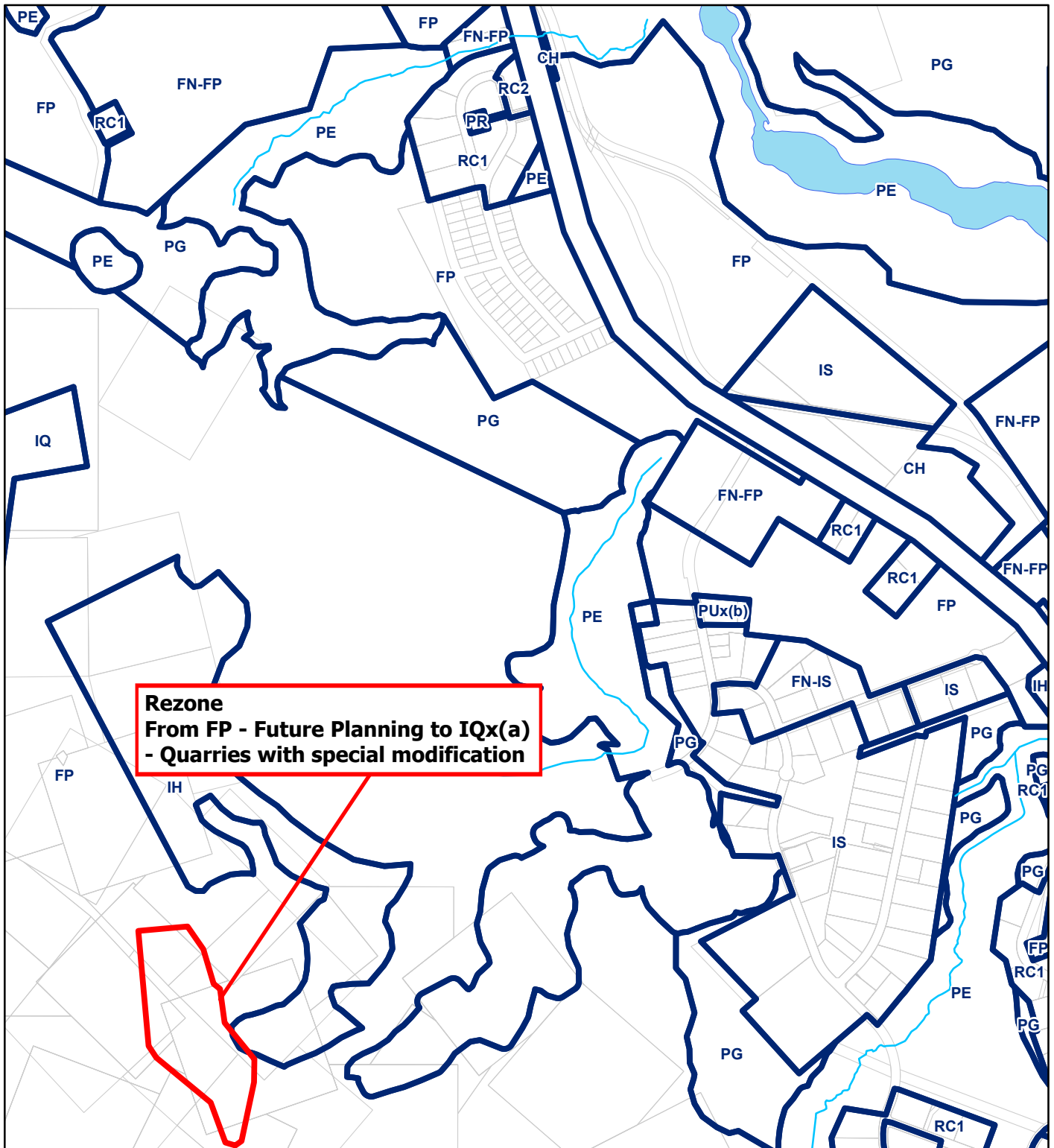
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Laura Cabott, Mayor

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Wendy Donnithorne, City Clerk

# MAP 19



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.



0 462.5 925  
Meters

Consolidation Date:  
December 17, 2021

**CITY OF WHITEHORSE**  
**BYLAW 2022-26**

A bylaw to amend Zoning Bylaw 2012-20

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

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

WHEREAS it is deemed desirable that the Whitehorse Zoning Bylaw be amended to allow for the development of a residential development on Kwanlin Dün First Nation Settlement Land C-112B; and

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

1. The zoning map attached to and forming part of Zoning Bylaw 2012-20 are hereby amended by changing the zoning of Lot 973, and portions of Lot 974 and Lot 988, Copper Ridge Subdivision from FP–Future Planning to RCS2-Comprehensive Residential Single Family 2, as indicated on Attachment 1 and forming part of this bylaw.
2. This bylaw shall come into force and effect upon the final passing thereof.

**FIRST READING:**

June 27, 2022

**PUBLIC NOTICE:**

June 30, 2022 and July 8, 2022

**PUBLIC HEARING:**

July 25, 2022

**SECOND READING:**

**THIRD READING and ADOPTION:**

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Laura Cabott, Mayor

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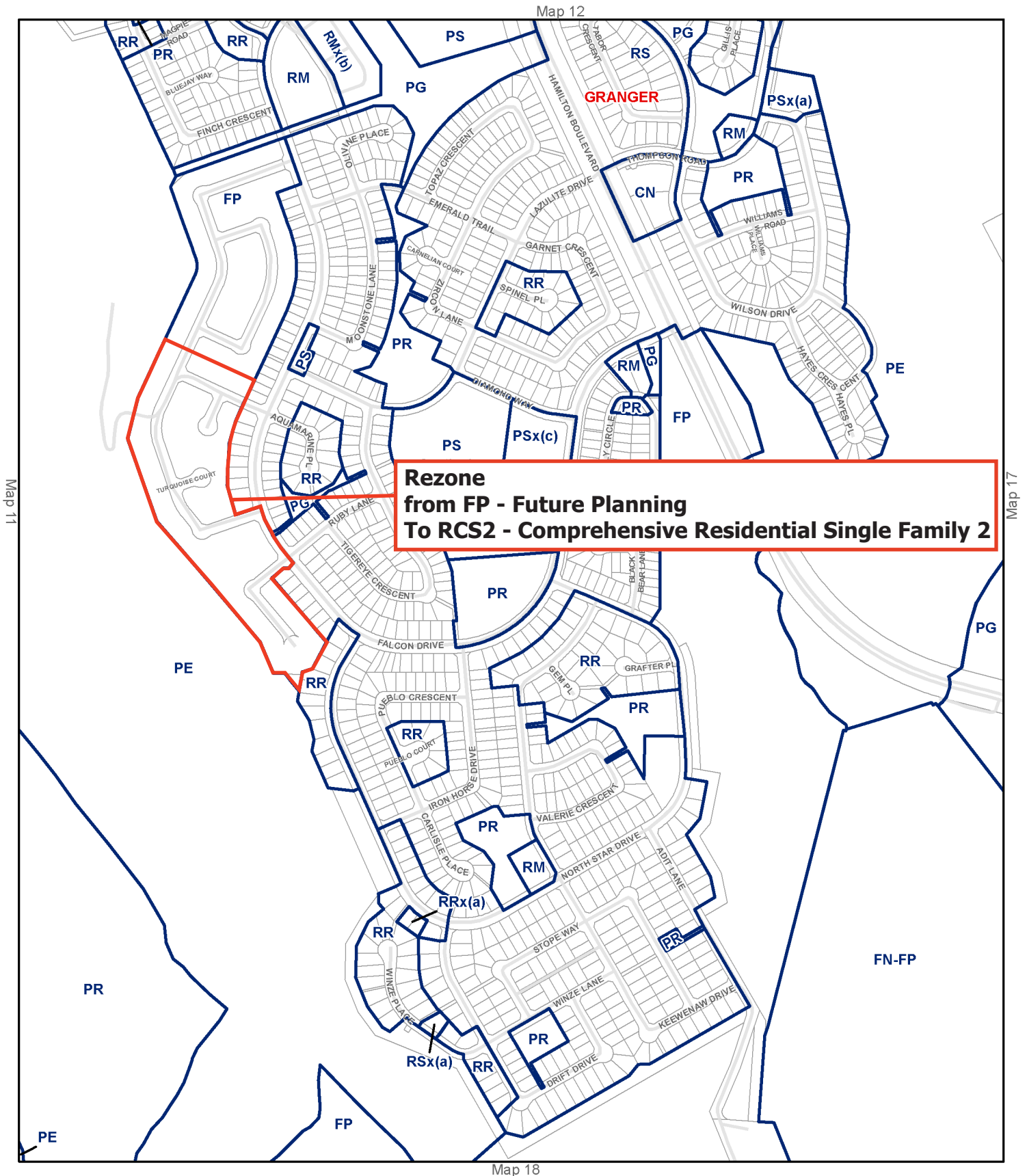
Wendy Donnithorne, City Clerk



# MAP 16

Bylaw 2022-26 "Attachment 1"

COPPER RIDGE  
LOGAN, GRANGER



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.



0 380

Meters

Projection: NAD 1983 UTM Zone 8

Consolidation date:  
October 6, 2020

# **CITY OF WHITEHORSE**

## **BYLAW 2022-28**

A bylaw to authorize a lease agreement.

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

WHEREAS Council deems it desirable to enter into an agreement with the **Whistle Bend Garden Society** for the lease of a parcel of land for a three-year period from September 1, 2022 to and including August 31, 2025;

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 three (3) year lease agreement with the Whistle Bend Garden Society with a three (3) year renewal option with respect to Lot 415, Plan 2016-0047 LTO, Whistle Bend Subdivision, City of Whitehorse, Yukon Territory, comprising approximately 1000 square metres in area, as shown on the sketch attached hereto as Appendix "A" and forming part of this bylaw.
2. The Mayor and Clerk are hereby authorized to execute on behalf of the City of Whitehorse the Lease Agreement attached hereto as Appendix "B" and forming part of this bylaw.
3. This bylaw shall come into full force and effect upon the final passing thereof.

**FIRST and SECOND READING:** July 25, 2022

**THIRD READING and ADOPTION:**

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Laura Cabott, Mayor

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Wendy Donnithorne, City Clerk



CITY OF WHITEHORSE  
BYLAW 2022-28  
APPENDIX 'A'



**Bylaw 2022-28**

**A bylaw to approve a lease with the Whistle Bend Garden Society for a 875 m2 parcel of City owned land.**

**LEGEND**



SUBJECT AREA

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

BETWEEN:

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

AND:

**Whistle Bend Garden Society, a society duly incorporated pursuant to the provisions of the *Societies Act* (the "Tenant").**

W H E R E A S:

- A. The Landlord is the owner of Lot 415, Plan 2016-0047 LTO, Whistle Bend Subdivision, City of Whitehorse, Yukon Territory ("Lot 415"); and
- B. The Tenant desires to lease a portion of Lot 415 for the purpose of operating a Community Garden, in accordance with the terms and conditions contained in this Lease.

## **1. Demise**

### ***1.1 Lease***

Witness that in consideration of the rents, covenants, conditions and agreements herein reserved and contained on the part of the Tenant to be paid, observed and performed, the Landlord, being registered or entitled to be registered as owner in fee simple, subject however to such mortgages and encumbrances as are indicated herein, does hereby demise and lease unto the Tenant that portion of Lot 415 more particularly described as follows:

That portion of Lot 415, Plan 2016-0047 LTO, Whistle Bend Subdivision, City of Whitehorse, Yukon Territory, comprising approximately 1000 square metres and shown outlined in bold red line 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 all improvements located thereon, including but not limited to fencing, temporary sheds/buildings, planter boxes, water tank, and other gardening related items (the "Premises") for and during the term of this Lease for a period of three (3) years, commencing on the 1<sup>st</sup> day of September, 2022 to and including the 31<sup>st</sup> day of August, 2025.

### ***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 September 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 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.

### ***1.6 Parking***

The Tenant, their volunteers, and any other individuals associated with the programs and activities associated with Land use designated public parking areas and on-street or adjacent laneway parking in Whistle Bend 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 portion of Lot 415, unless there are exceptional circumstances and the Tenant has received written permission from the Landlord.

### ***1.7 Access***

The Tenant agrees that vehicles shall not drive or park on, or block any portion of the paved pathway located on Lot 415, Plan 2016-0047 LTO, Whistle Bend Subdivision, City of Whitehorse, Yukon Territory without prior written permission from the Landlord.

### ***1.8 Renewal of Lease***

The Landlord may, in its sole and unfettered discretion, which may be unreasonably withheld, grant to the Tenant a renewal of the Lease for a further three (3) year term.

## **2. Covenants of Tenant**

### ***2.1 Promises of Tenant***

The Tenant covenants and agrees with the Landlord as follows:

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

- (g) *Assignment and Subleasing* - The Tenant shall not assign, mortgage or encumber this Lease, or sublet, or suffer or permit the Lands 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 organization or in the event that a sublease or licence for a portion of the Lands to any person is required to further the development of the Lands in accordance with the terms of this Lease. In the event that consent to the assignment or subleasing to another society or organization or the subleasing or licensing of a portion of the Lands to any person is withheld by the Landlord, the matter shall, at the option of the Tenant, and subject to the provisions of the *Arbitration Act*, be referred to a single arbitrator (if the parties can agree on one) otherwise to a board of three arbitrators, the first to be appointed by one party or side to such disagreement or dispute, the second to be appointed by the other party or side and the third to be appointed by the first two arbitrators so appointed, and the determination of such arbitrator or arbitrators shall be final and binding upon the parties hereto. If the Tenant assigns or sublets the Lands with the prior written consent of the Landlord, the Tenant shall not be relieved from any liability under this Lease and shall remain bound and responsible to fulfil the covenants and agreements herein contained, notwithstanding such assignment or consent to assignment by the Landlord;
- (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 a "Community Garden" and associated secondary uses as provided for by the current zoning of the Lands being "PG - Greenbelt", 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 which may render void or voidable or conflict with the requirements of any policy of insurance, on the Lands, 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 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;

- (l) *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, which consent may not be arbitrarily and unreasonably withheld;
- (o) *Ownership of Existing or Future Structures* - Any installations and improvements made by the Tenant within the Lands are the property of the Tenant. The Tenant shall, at the expiry of the Lease and at its own expense, remove all such installations and improvements from the Lands and the Tenant shall be responsible for returning the Lands to a condition satisfactory to 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 shall not cause or permit any mechanic's lien to be registered against the Lands and if any such lien should be so registered the Tenant shall pay off and discharge the same forthwith and, if he shall fail or neglect to do so within 10 days after written notice thereof from the Landlord, the Landlord may but shall not be obliged to, pay and discharge such lien and may add to the next ensuing instalment of rent the amount so paid including all costs to the Landlord together with interest thereon from the date of payment. Provided that in the event of a bona fide dispute by the Tenant of the validity or correctness of any such claim of lien, the Tenant shall be entitled to defend against the same and any proceedings brought in respect thereof after having first paid into Court the amount claimed and such costs as the Court may direct or having provided such other security as the Landlord may in writing approve to ensure payment thereof. Provided further that upon determination of the validity of any such lien, the Tenant shall immediately pay any judgment in respect thereof against the Landlord, including all proper costs and charges incurred by the Landlord and the Tenant in connection with any such lien and shall cause a discharge thereof to be registered without cost or expense to the Landlord;
- (q) *Operation of the Premises* - The Tenant acknowledges that the development and operation of the community garden within the Lands is of the utmost importance to the Landlord and the citizens of the City of Whitehorse. The Tenant acknowledges that in the event the community garden within the Lands is not operational in any twelve-month period, the Tenant shall be in default of this Lease, notwithstanding that rent is paid, and the City shall have the option to immediately terminate the Lease;
- (r) *Inspection* - The Tenant shall permit the Landlord or any other person authorized by the Landlord to inspect the Lands 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 for or in connection with the supply of any service or utility to any part of the Lands;
- (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;
- (u) *Financial Information* - The Tenant shall provide to the Landlord reasonable access to all of its books and records;
- (v) *Use of Facility* - The Tenant shall provide access to the Lands and membership in the Whistle Bend Garden Society shall be available to all persons wishing to join, provided that such persons agree to comply and continue to comply with the rules, regulations and by-laws of the Society and pay the appropriate fees and levies of the Society;
- (w) *Public Accessibility* - The Tenant shall ensure that programs and activities offered on the Lands and Premises are open to the general public and that the Tenant shall work with the Landlord to prepare a weekly schedule to provide access;
- (x) *Conduct of Operations* - The Tenant shall conduct its operations on the Lands to the standard of a reasonably prudent operator and in conjunction with industry best practices and standards associated with a community garden development, maintenance and management. Without limiting the generality of the foregoing, the Tenant shall maintain a regular schedule of inspection and maintenance of the Lands as may be deemed necessary by the Tenant to ensure a safe operating environment and any alterations, installations and improvements made by the Tenant within the Lands shall be made in accordance with industry best practices and standards;
- (y) *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, including those utilities as supplied by the Landlord;
- (z) *Utility Services* - The Tenant shall pay all costs associated with the installation of any utility services to the Lands; and
- (aa) *Setbacks* - The Tenant shall not block access to, nor place any fencing, structures, equipment, or any other gardening related items within x metres of, any electrical equipment located on Lot 415.

### **3. Covenants of Landlord**

#### ***3.1 Promises of Landlord***

The Landlord covenants with the Tenant as follows:

- (a) *Quiet Enjoyment* - The Tenant, paying the rent hereby reserved and performing the covenants herein on its part contained, shall and may peaceably possess and enjoy the Lands 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; and
- (b) *Off-site erosion and drainage issues* – The Landlord accepts responsibility for all off-site erosion and drainage impacts to the Lands and Premises and shall sufficiently maintain and repair the adjacent slope so as not to negatively impact the Tenant's use of the Lands and Premises;



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

### ***4.1 Re-entry***

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

### ***4.2 Right of Termination***

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

### ***4.3 Bankruptcy***

If the term hereof or any renewal thereof shall at any time be seized or taken in execution or attachment by any creditor of the Tenant or if the Tenant makes any assignment for the benefit of creditors or becomes bankrupt or insolvent or takes the benefit of any bankruptcy or insolvency legislation or in case the Lands 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, its assets must firstly be distributed to another non-profit society operating within the City of Whitehorse, in good standing with the Registrar of Societies, with similar objectives, and only failing to transfer its assets to another non-profit society with similar objectives, would the Tenant's fixed assets be distributed to the City.

#### **4.6 Distress**

Whensoever the Landlord shall be entitled to levy distress against the goods and chattels of the Tenant, the Landlord may use such force as it may deem necessary for that purpose and for gaining admittance to the Lands 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 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, 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;

- (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 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 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 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, 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
- (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 by or with the invitation or consent of the Landlord;

except for any latent or patent defect in the Lands, 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 FIVE MILLION (\$5,000,000) DOLLARS 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 Overholding***

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 & Building Services  
Fax No. (867) 668-8395  
Email Address: land@whitehorse.ca

If to the Tenant:

**Whistle Bend Garden Society**

Attention: President

Unit 2 - 97 Olive May Way, Whitehorse, YT Y1A 0R4

Phone No. (867) 668-2814

Email Address: whistlebendgarden@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.

## 13

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.

	)	THE CORPORATE SEAL OF
	)	<b>The City of Whitehorse</b>
	)	was hereunto affixed in the presence of:
c/s	)	
	)	_____
	)	Laura Cabott, Mayor
	)	
	)	_____
	)	Wendy Donnithorne, City Clerk
	)	
	)	<b>Whistle Bend Garden Society</b>
	)	By its authorized signatories:
	)	
_____	)	_____
Witness as to both signatures	)	Deborah Turner-Davis, Co-Chair
	)	
_____	)	
(Print Name of Witness)	)	_____
	)	Lindsay Knezevich, Co-Chair



### Affidavit of Witness

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

- 1) I was personally present and did see **Deborah Turner-Davis** and **Lindsay Knezevich**, named in the within instrument, who identified themselves to me to be the persons named therein, duly sign and execute the same as the authorized signatories for **Whistle Bend Garden Society** for the purpose therein named;
- 2) The said instrument was executed at the City of Whitehorse, in the Yukon Territory, and that I am the subscribing witness thereto;
- 3) The said parties are in my belief of the full age of nineteen years.

SWORN BEFORE ME  
 at the City of Whitehorse,  
 in the Yukon Territory,  
 this \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
 A Notary Public in and for  
 the Yukon Territory

Cathy Dyson  
 Print Name of Notary Public

Commission expires on:  
Oct 31, 2023

\_\_\_\_\_  
 Witness Signature

\_\_\_\_\_  
 (Print Name of Witness)

**CORPORATE SIGNING AUTHORITY  
AFFIDAVIT**

CANADA	)	I, <b>Deborah Turner-Davis and Lindsay Knezevich,</b>
	)	of the City of Whitehorse,
YUKON TERRITORY	)	in the Yukon Territory,
	)	
TO WIT:	)	SEVERALLY MAKE OATH AND SAY AS FOLLOWS:

- 1) We are the **Co-Chairs** of **Whistle Bend Garden Society** (the "Society").
- 2) We subscribed our names on behalf of the Society to the attached instrument.
- 3) We are authorized by the Society to subscribe our names to the attached instrument.
- 4) The Society exists as of the date hereof.

Severally Sworn before me at the \_\_\_\_\_  
 City of Whitehorse, in the \_\_\_\_\_  
 Yukon Territory, this \_\_\_\_\_ day  
 this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
 A Notary Public in and for  
 the Yukon Territory

Cathy Dyson  
 \_\_\_\_\_  
 Print Name of Notary Public

Commission expires on:  
October 31, 2023

\_\_\_\_\_  
 Deborah Turner-Davis, Co-Chair

\_\_\_\_\_  
 Lindsay Knezevich, Co-Chair

# **CITY OF WHITEHORSE**

## **BYLAW 2022-29**

A bylaw to establish the position of Chief Administrative Officer

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WHEREAS Section 183 of the *Municipal Act* (R.S.Y. 2002) provides that the council of a municipality must establish by bylaw the position of Chief Administrative Officer and appoint a person or persons to the position; and

WHEREAS Section 188 of the *Municipal Act* provides that the council of a municipality shall by bylaw establish the terms and conditions of employment of the Chief Administrative Officer, including remuneration, benefits, expenses, hours of work, and manner of appointment, promotion, discipline, dismissal, and rules of conflict of interest; and,

WHEREAS the Council of the City of Whitehorse deems it proper and expedient to appoint a Chief Administrative Officer and to enter into a contract of employment with the person appointed;

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

1. This bylaw may be cited as the "**City Manager Bylaw**".

### **Definitions**

2. In this bylaw,

"City" means the City of Whitehorse.

"City Manager" means the Chief Administrative Officer of the City.

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

"Designated Municipal Officer" means a person appointed by Council as a municipal officer under the provisions of the *Municipal Act*.

"Mayor" means the duly elected mayor of the City, or in the Mayor's absence, the Deputy Mayor appointed pursuant to s. 182 of the *Municipal Act*.

3. Where the term "Chief Administrative Officer", "City Manager", "City Manager" or "Municipal Manager" is used in any other bylaw of the City, that term shall be deemed to refer to the position of City Manager or the person appointed to that position pursuant to this bylaw, as the context requires.

### **Creation of Office**

4. The position of Chief Administrative Officer is hereby established and shall be referred to as the City Manager.

### **Appointment of City Manager**

5. The City Manager is appointed pursuant to this bylaw and shall hold office at the pleasure of Council and in accordance with the terms and conditions of employment

## City Manager Bylaw 2022-29

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stated in this bylaw, including a three month probationary period, and as contractually agreed to by the City Manager pursuant to a letter dated June 16, 2022.

6. The City Manager was selected by Council solely on the basis of executive and administrative qualifications with special reference to experience in or knowledge of accepted practice in respect to the duties of the office hereinafter set forth.
7. Jeff O'Farrell is hereby appointed City Manager for the City of Whitehorse commencing upon the date of adoption of this bylaw.

### **Powers and Duties**

8. The City Manager is the administrative head of the City. The City Manager shall report to Council and shall be responsible for the proper administration of all affairs of the City. To that end, the City Manager shall:
  - (1) inform themselves of City bylaws, resolutions, policies, procedures, administrative directives, practices and programs that apply to issues they must address in their role;
  - (2) comply with all applicable City bylaws, resolutions, policies, procedures, administrative directives, practices and programs;
  - (3) at all times act in the best interests of the City and comply with the *Employee Code of Conduct Policy* adopted by Resolution of Council and amended from time to time;
  - (4) ensure that the bylaws, resolutions, policies, procedures, administrative directives, practices and programs of the City are implemented and enforced;
  - (5) advise and inform Council on City operations and affairs;
  - (6) carry out the powers, duties, and functions assigned to the Chief Administrative Officer by Council, or by the *Municipal Act*, or by any other applicable legislation;
  - (7) notify Council if any action or inaction by Council or the City administration is contrary to a bylaw or resolution of Council or a provision of the *Municipal Act*, or any other applicable legislation;
  - (8) exercise the powers, duties and functions of any designated municipal officer when necessary;
  - (9) be responsible for policy research and development on matters referred by Council, and on matters arising from the administration of the affairs of the City;

## City Manager Bylaw 2022-29

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- (10) submit to Council the City's annual estimates of revenue and expenditure (the budget), ensure the estimates reflect priorities defined by Council policies and City administrative directives, and be responsible for the administration of the budget after adoption;
  - (11) ensure the preparation and awarding of contracts are in compliance with Council policies and City administrative directives;
  - (12) monitor the internal and external affairs of the City for the purpose of informing Council of anticipated policy requirements;
  - (13) work with the Mayor and Council in developing proposals for Council's review; and
  - (14) carry out any other duties as may be assigned by Council from time to time, or as are assigned by the *Municipal Act* or by any other applicable legislation.
9. Subject to Section 10 of this bylaw, the City Manager may delegate any of their duties, powers and functions to an officer or employee of the City in a manner consistent with the best interests of the administration of the City, but they may not delegate or relinquish overall responsibility for results, or their accountability to Council.
10. Except as is specifically required by any applicable legislation, bylaw, policy, or administrative directive, the City Manager shall not delegate their performance of the following duties:
- (1) personally attending all meetings of Council unless absent with leave of the Mayor, in which case the City Manager shall appoint a delegate to attend in their stead;
  - (2) when requested by Council, attending and participating in discussions at all meetings of committees and boards appointed by Council unless absent with leave of the Mayor;
  - (3) when requested by Council, taking part in the discussion of any matter coming before any meeting of Council; and
  - (4) receiving notice of all regular and special meetings of Council and all meetings of boards and committees appointed by Council.
11. The City Manager is hereby empowered to authorize the expenditure of funds up to the maximum authorized by bylaw in the annual operating and maintenance budgets and in accordance with the thresholds, limits and principles contained within City bylaws and Council policies.
12. Council may, by resolution, delegate to the City Manager the power to authorize the expenditure of funds for budgeted items in excess of those limits prescribed pursuant to Section 11 of this bylaw and for specified approved projects, subject to the terms of the bylaw adopting the annual operating and maintenance budget.

## City Manager Bylaw 2022-29

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13. In the case of an accident, disaster or other circumstance creating a public emergency, the City Manager, in consultation with the Mayor, may make such purchases, award such contracts, or make such other arrangements as are necessary to meet the emergency, but the City Manager shall report on her actions, with an itemized statement of all expenditures, to the next meeting of Council.
14. The City Manager shall be responsible for directing, managing, and supervising the officers and employees of the City. Subject to any bylaw or contract of employment or collective agreement, the City Manager has the authority to appoint, discipline, suspend, or dismiss any employee and, where authorized by Council, may appoint, suspend, discipline or dismiss any designated municipal officer. In the case where a designated municipal officer of the City is suspended for more than five working days, or where any employee or designated municipal officer is dismissed, the City Manager shall report the suspension or dismissal and the reasons for it to Council.

### **Oath of Office and Secrecy**

15. The City Manager shall sign and provide to the City the *Oath of Office and Secrecy*, attached hereto as Schedule "A" and forming part of this bylaw, before commencing employment.

### **Compensation**

16. The base salary for the City Manager shall be prorated and calculated at an acting rate plus five percent (+5%).
  - (1) Subject to the terms stated in the Management and Confidential Exclusion Bylaw and all governing policies and plans as amended from time to time by the City, the following sections of the Management and Confidential Exclusion Bylaw shall apply to the City Manager:
    - (a) Illness;
    - (b) Medical and Group Insurance;
    - (c) Registered Retirement Savings Plan;
    - (d) Leaves;
    - (e) Allowances; and
    - (f) General Provisions, excepting Section 119.
  - (2) The City Manager is eligible to earn an annual performance bonus in accordance with Administrative Directive 2006-05 *Directives for the Performance Management Program for the Management Group*, or as may be amended from time to time or replaced, based on achieving the target performance determined by the Mayor and Council. A performance bonus shall be payable at the sole discretion of Council at fiscal year end.

# **City Manager Bylaw 2022-29**

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## **Performance Evaluation and Review and Base Salary Increases**

17. Performance evaluations will be conducted by Mayor and Council on an annual basis as per standard City practices, based on the detailed review process and schedule set out in Schedule "B" attached hereto.
18. The annual performance evaluation will include a review of the City Manager's base salary. Any proposed base salary increase arising from the City Manager's performance evaluation and review (a performance increase) will be at the sole discretion of Council and must be approved by resolution of Council.
19. In addition to any performance increase, the City Manager's base salary shall increase on January 1 of each year following the City Manager's effective date of commencement of employment by an amount equal to the percentage increase given to management employees pursuant to Schedule "A" of the Management and Confidential Exclusion Bylaw, as amended from time to time, or any bylaw replacing such bylaw.

## **Expenses**

20. The City Manager shall be reimbursed for reasonable expenses incurred on behalf of the City, subject to Section 11 of this bylaw and appropriate verification.
21. The City believes in professional development and will support the City Manager in attending conferences and forums that are relevant to the City as per established City policies. All requests to attend professional development seminars or forums shall be approved by the Mayor, and the City Manager shall be reimbursed for expenses incurred in accordance with funds approved during the normal budget process.
22. The City shall pay the costs of reasonable annual membership dues for the City Manager where, in the opinion of Council, such memberships relate to the City Manager's position with the City.

## **Hours of Work**

23. The operation of the City occurs twenty-four hours per day and seven days per week. The City Manager shall ensure that either they or a delegate approved by the Mayor is available to work as necessary at any time on an on-call basis.
24. The regular office hours of the City Manager shall be 8:30 a.m. to 4:30 p.m., consistent with the operating hours of City Hall, or as Council may from time to time determine in accordance with the operating and administrative requirements of the City. The City Manager is expected to work additional hours as necessary to fulfil the duties and responsibilities of the position, including attending meeting and events.
25. The City Manager shall be paid on the same basis as the hours outlined in the Management and Confidential Exclusion Bylaw for management employees. The City manager is not entitled to overtime pay and their salary and benefits fully compensate them for all hours worked.
26. If the City Manager is absent from duty without prior authorization from the Mayor or Council or pursuant to the policies and procedures applicable to leave entitlements contained in the Management and Confidential Exclusion Bylaw, then the City

## City Manager Bylaw 2022-29

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Manager shall communicate the reason for their absence to the Mayor as soon as reasonably possible.

27. If the City Manager is absent from duty without authorization, they shall forfeit pay for the period of absence in question unless leave with pay in respect of such absence is agreed to by the Mayor or Council.

### **Termination**

28. Termination provisions are as contractually agreed to by the City Manager pursuant to a letter dated June 16, 2022. Any notice, pay in lieu of notice, or combination thereof constitutes full and final settlement of any and all claim or entitlements arising in relation to the termination.

### **Bylaw Repeal**

29. Bylaw 2018-17 including any amendments thereto, is hereby repealed.

### **Coming Into Force**

30. This bylaw shall come into full force and effect on and from final passage thereof.

**FIRST and SECOND READING:** July 25, 2022

**THIRD READING and ADOPTION:**

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Laura Cabott, Mayor

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Wendy Donnithorne, City Clerk



# City Manager Bylaw 2022-29

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## SCHEDULE "A"

### OATH OF OFFICE AND SECRECY

I, Jeff O'Farrell, of Whitehorse, solemnly and sincerely swear that I will faithfully and honestly fulfil the duties that devolve upon me by reason of my employment in the public service of the City of Whitehorse and that I will not, without due authority in that behalf, disclose or make known any matter that comes to my knowledge by reason of such employment.

SO HELP ME GOD.

\_\_\_\_\_

Sworn before me at the City of Whitehorse,  
in the Yukon Territory, this \_\_\_\_\_ day  
of \_\_\_\_, 2022.

\_\_\_\_\_  
A Notary Public or Commissioner for Oaths  
in and for the Yukon Territory

# **City Manager Bylaw 2022-29**

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## **SCHEDULE “B”**

### **CITY MANAGER PERFORMANCE REVIEW PROCESS AND SCHEDULE**

#### **Performance Review Timelines**

The City Manager Performance Review is scheduled in September of each year. All components of the review, including any salary adjustment will be completed by September 30.

This means that:

- In an election year, the outgoing Mayor and Council evaluates the City Manager's performance over the prior year before the new Council is elected.
- In an election year, the City Manager will already have performance goals/key objectives in place to share with a newly elected Mayor and Council in the first year of their term.
- The newly elected Mayor and Council may use the mid-point evaluation as a way to fine-tune the performance goals/key objectives of the City Manager. Alternately, Council's quarterly strategic priorities review discussion could be used for this purpose.
- The first time the new Mayor and Council evaluates the City Manager is one year after they were elected.

#### **City Manager Review Process**

##### **Step 1: Objectives and Goal Setting**

The purpose of this step is for the City Manager and Mayor and Council to jointly establish key performance objectives and decide on any personal development goals that are tied to the annual performance review feedback. These objectives should be established within the overall context of the Strategic Priorities for the City.

Goals are established based on annual performance review feedback, City priorities, initiatives and direction for the coming year.

##### **Step 2: Mid-Year Check In**

Mayor and Council and the City Manager meet to discuss progress on the achievement of key objectives and determine if there are any impediments to success or if objectives need to change as a result of a shift in strategic direction or priority. Mayor and Council could also complete a periodic review of the City Manager's progress on key objectives through the quarterly strategic priorities discussions.

# City Manager Bylaw 2022-29

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## **Step 3: Annual Performance Review** (see detailed schedule)

### City Manager

City Manager prepares a self-assessment of goals, key performance objectives and accomplishments for the year as well as gathers data from community surveys/feedback and employee surveys/feedback that reflect the satisfaction and well-being of the community and the workforce and provides it to the Mayor.

### Mayor/Council

Each Council member completes the City Manager Performance Review form individually and forwards it to the Mayor. The Mayor then collates all feedback into a summary document.

### Director Responsible for Human Resources

The Director responsible for Human Resources (HR director) coordinates preparation and administration of any confidential surveys of the Total Management Group and any other members of the City's workforce identified for each annual performance review. If a 360-degree tool is to be used in the Performance Review, the HR director sources and organizes it. Results of these surveys and the 360-degree (if used) are provided to the Mayor.

### Pre-Performance Review Meeting

The Mayor collates all information gathered from the City Manager, Council and the HR director and holds a formal meeting with Council to discuss the results of the review and the level of success in achieving the key objectives. Council feedback is documented for provision to the City Manager. Council also determines any salary adjustment (merit increase) based on overall performance.

### Performance Review Meeting

The Mayor and a selected Councillor meet with the City Manager to provide formal, documented feedback gathered as outlined above, and to communicate Council's compensation adjustment decision.

**The cycle repeats annually beginning with Step 1.**

### Supporting Documents

- Annual Goal Setting
- Mid-Year Check-In
- City Manager Self-Assessment Tool
- Annual Performance Review

### Procedures

- 1 Council may use a facilitator to assist with the City Manager's performance evaluation process. A majority of Council may decide to engage a process facilitator or to conduct the process without a facilitator, using the HR director as the process support resource.
- 2 The process shall commence at a time of the choosing of Council but generally annually beginning in June and triggered by the HR director. The process should be completed by September 30 annually.
- 3 In June the HR director shall consult with Council with respect to the preferred process. Engagement of an external facilitator, if requested, will be completed by the end of July.
- 4 Council shall review the previous year's assessment criteria, process and instrument for the current year. The instrument may be adjusted to include assessment of special projects or assigned issues that may arise from time to time.
- 5 Council shall determine whether and how to include the use of 360-degree input or other tool into the process. Council shall determine the sources of input into the chosen instrument. All of the input shall be kept completely confidential. The facilitator may prepare a 360-degree assessment instrument to complement the main assessment instrument. Council will determine to what degree any feedback is used.
- 6 The information shall be consolidated and composite results shall be shared with Council in September. At this point the City Manager shall not receive any of the input.
- 7 An in-camera meeting shall be scheduled with Council to arrive at a consensus that will become the official evaluation.
- 8 The document shall be signed by all members of Council and presented to the City Manager by the middle of September.
- 9 Mayor and one Councillor will meet with the City Manager to discuss the feedback at an in-camera meeting to enable complete feedback.
- 10 To complete the process:
  - (1) The City Manager shall respond in writing to Council with respect to the feedback.
  - (2) The City Manager shall be requested to sign the evaluation and the original shall be kept on file by the HR director with copies to Council and the City Manager.
  - (3) Council shall subsequently determine any salary adjustments and performance bonus based on economic conditions, benchmark data, performance and any other factors.

# City Manager Bylaw 2022-29

## Detailed Annual Performance Review Schedule

DELIVERABLE	WHO	DUE DATE
Send reminder of City Manager review timelines to Mayor	HR director	June 1
Meet with Mayor & Council to discuss components of evaluation, i.e., 360-degree feedback, survey of direct reports, etc.	HR director	June 15
Source external facilitator if requested	HR director	End of July
Develop and send out surveys for direct reports and/or others (if being used)	HR director	Mid-July
Source and implement a 360-degree process/tool for City Manager (if being used)	HR director	Mid-July
Advise City Manager to complete self-assessment	Mayor	August 1
Advise Council members to complete performance review document for City manager	Mayor	August 1
Complete performance review document for the City Manager, each Council member individually and submit to Mayor	Council Members	August 15
Complete self-assessment of goals, key performance objectives and accomplishments, plus gather data from employee or community surveys or feedback	City Manager	August 15
Collate and summarize Council feedback; collate all other information gathered and send to Council for review	Mayor	August 25
Meet to discuss City Manager review and provide overall feedback; decide on salary adjustment	Mayor and Council	September 1
Summarize all feedback from Council into City Manager performance review document	Mayor	September 10
Meet with City Manager to deliver feedback and advise of salary adjustment	Mayor + Member of Council	September 15
Advise HR director to process salary adjustment for the City Manager.	Mayor	September 15
Process salary adjustment and performance bonus for City Manager, retroactive to January 1 of the current year	HR director	September 20
Develop key performance objectives for coming year	City Manager	September 20
Share and discuss key performance objectives for coming year with Council; finalize	City Manager, Mayor and Council	September 30
Mid-year check in on progress of key initiatives and determination of adjustments required due to emerging issues	City Manager, Mayor and Council	March 30

**CITY OF WHITEHORSE**  
**BYLAW 2022-30**

A bylaw to amend Zoning Bylaw 2012-20

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

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

WHEREAS it is deemed desirable that the Whitehorse Zoning Bylaw be amended to allow for the development of a dwelling with fee simple ownership on a portion of 26 Azure Road; and

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

1. The zoning map attached to and forming part of Zoning Bylaw 2012-20 are hereby amended by changing a portion of the zoning of Lot 1147, Quad 105D/14, Plan 81885 LTO, from RP–Residential Mobile Home Park to RS-Residential Single Detached, as indicated on Attachment 1 and forming part of this bylaw.
2. This bylaw shall come into force and effect upon the final passing thereof.

**FIRST READING:**

**PUBLIC NOTICE:**

**PUBLIC HEARING:**

**SECOND READING:**

**THIRD READING and ADOPTION:**

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Laura Cabott, Mayor

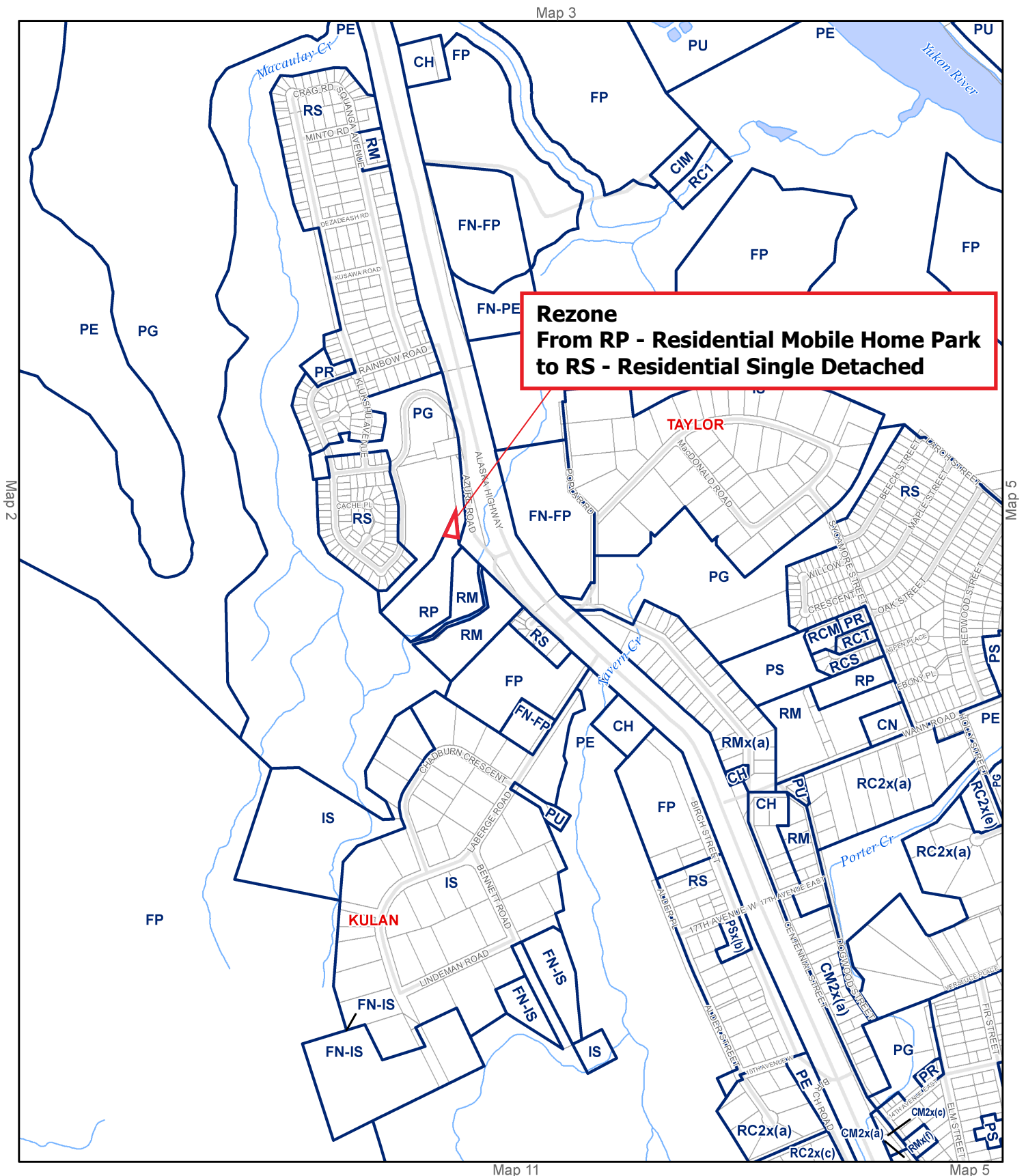
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Wendy Donnithorne, City Clerk

# MAP 4

Bylaw 2022-30 "Attachment 1"

CRESTVIEW  
KULAN & TAYLOR



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.



0 590  
Meters  
Projection: NAD 1983 UTM Zone 8

Consolidation date:  
December 17, 2021

**CITY OF WHITEHORSE**  
**BYLAW 2022-31**

A bylaw to amend Zoning Bylaw 2012-20

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

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

WHEREAS it is deemed desirable that the Whitehorse Zoning Bylaw be amended to allow for the expansion of an airport on a portion of three parcels that will be transferred to the Government of Yukon.

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

1. The zoning maps attached to and forming part of Zoning Bylaw 2012-20 are hereby amended by changing the zoning of a portion of Lot 1183, Quad 105/D, Plan 85401 CLSR YT, a portion of Lot 423, Group 804, Plan 52105 CLSR YT, and a portion of Lot 18, Group 804, Plan 8406 CLSR YT from EP – Environmental Protection to IA – Airport. Modified as indicated on Attachment 1 and forming part of this bylaw.
2. This bylaw shall come into force and effect upon the final passing thereof.

**FIRST READING:**

**PUBLIC NOTICE:**

**PUBLIC HEARING:**

**SECOND READING:**

**THIRD READING and ADOPTION:**

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Laura Cabott, Mayor

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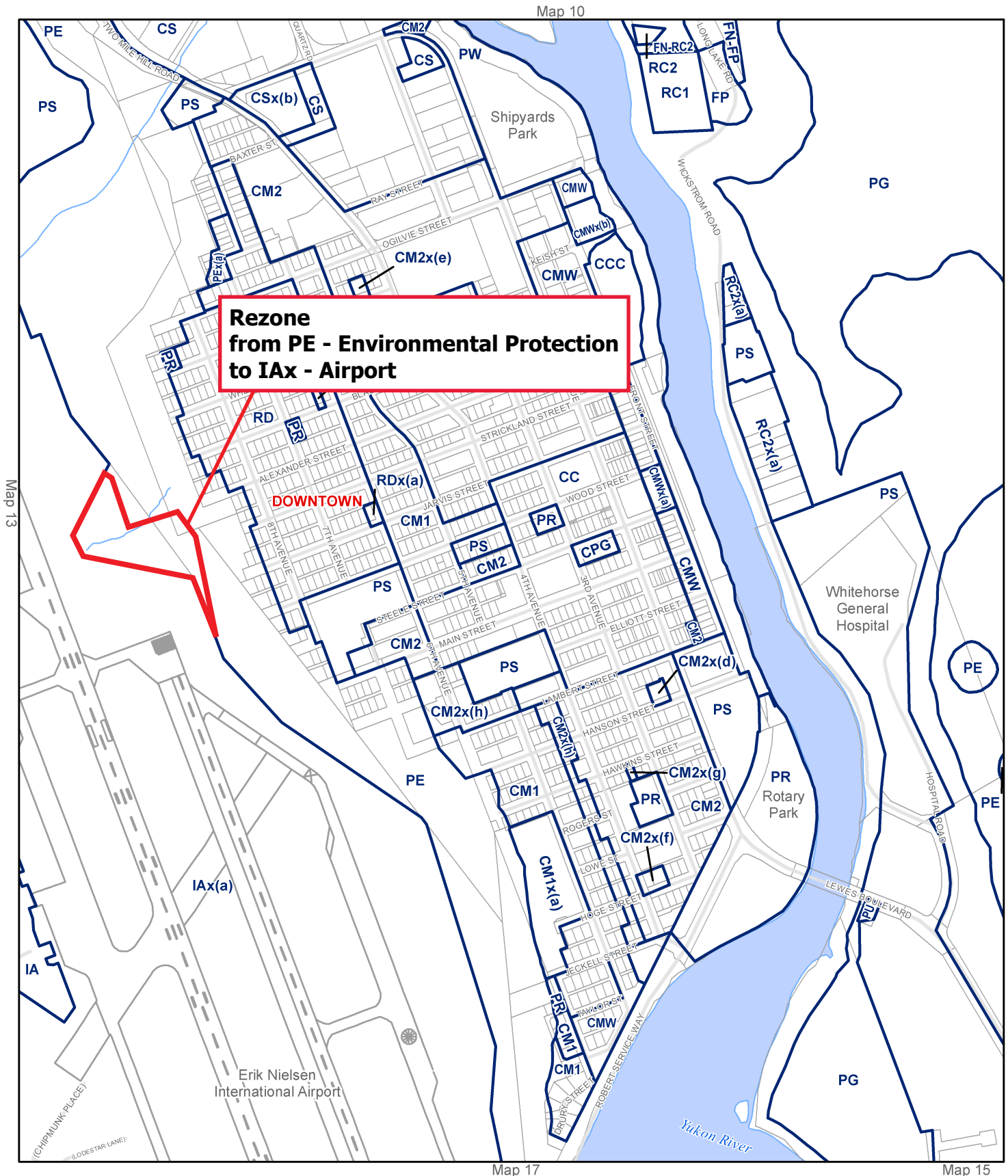
Wendy Donnithorne, City Clerk



# MAP 14

Bylaw 2022-31 "Attachment 1"

DOWNTOWN



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.



0 430  
Meters

Projection: NAD 1983 UTM Zone 8

Consolidation date:  
December 17, 2021

# **CITY OF WHITEHORSE**

## **BYLAW 2022-40**

A bylaw to adopt a new Official Community Plan

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WHEREAS Section 278 of the *Municipal Act* (SY 2016, c.8) provides that a municipality shall by bylaw adopt an Official Community Plan in accordance with Part 7, Division 1 of the *Act*; and

WHEREAS section 279 of the *Municipal Act* provides that an Official Community Plan shall address the future development and use of land, the provision of municipal services and facilities, environmental matters, the development of utility and transportation systems, provisions for the regular review of the Official Community Plan and the Zoning Bylaw, and any other matter the Council considers necessary; and

WHEREAS The City of Whitehorse has completed a comprehensive review and rewrite of the 2010 Official Community Plan;

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

1. This bylaw shall be cited as "The Official Community Plan Adopting Bylaw".
2. The Official Community Plan, named Whitehorse 2040, policy document and its appendices, attached here as Appendix "A", is hereby adopted by this bylaw.
3. The 2010 Official Community Plan, including all of its amendments, is hereby repealed by this bylaw.
4. The Official Community Plan shall be adopted as at the date that this bylaw comes into full force and effect upon its final passing.

**FIRST READING:**

**PUBLIC NOTICE:**

**PUBLIC HEARING:**

**SECOND READING:**

**EXECUTIVE COUNCIL MEMBER APPROVAL:**

**THIRD READING and ADOPTION:**

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Laura Cabott, Mayor

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Wendy Donnithorne, City Clerk