

CITY OF WHITEHORSE – STANDING COMMITTEES

Monday, November 5, 2018 – 5:30 p.m.

Council Chambers, City Hall

CALL TO ORDER

ADOPTION OF AGENDA

PROCLAMATIONS World Town Planning Day, November 8, 2018

DELEGATES Scott Etches – Social Development Strategy
Daniel Mackenzie – Safe Ride Home Program

PUBLIC HEALTH AND SAFETY COMMITTEE

1. Christmas Food for Fines Program
2. New Business

DEVELOPMENT SERVICES COMMITTEE

1. New Business

CORPORATE SERVICES COMMITTEE

1. New Business

CITY PLANNING COMMITTEE

1. New Business

CITY OPERATIONS COMMITTEE

1. Budget Amendment and Contract Award – Pickup Trucks
2. New Business

COMMUNITY SERVICES COMMITTEE

1. 2018 Fall Recreation Grant Allocations
2. Lease Agreement – Takhini Arena Concession
3. New Business



PROCLAMATION
WORLD TOWN PLANNING DAY
November 8, 2018

WHEREAS World Town Planning Day is celebrated in over 30 countries on four continents; and

WHEREAS World Town Planning Day is an opportunity to give special recognition to the ideals of community planning that bring the public and professional planners together to create healthy, inclusive, sustainable and vibrant communities; and

WHEREAS this special day celebrates Canadian accomplishments that bring quality and meaning to our lives, and provides an opportunity to publicly recognize the participation and dedication of Whitehorse citizen planners who, with our professional planners, contribute time and effort for the improvement of our City; and

WHEREAS World Town Planning Day gives us an opportunity to recognize the valuable contributions made by professional planners of Whitehorse and Yukon, and to extend our thanks for their continued commitment to public service; and

WHEREAS the celebration of World Town Planning Day is an opportunity to highlight the contribution that sound planning makes to the quality of our community and public spaces;

NOW THEREFORE I, Mayor Dan Curtis, do hereby proclaim November 8, 2018 to be ***World Town Planning Day*** in the City of Whitehorse.

Dan Curtis
Mayor

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

Date: Monday, November 5, 2018

Location: Council Chambers, City Hall

Chair: Jocelyn Curteanu Vice-Chair: Stephen Roddick



	Pages
1. Christmas Food for Fines Program	1 - 2
Presented by D. Spencer	
2. New Business	

ADMINISTRATIVE REPORT

TO:	Public Health and Safety Committee
FROM:	Administration
DATE:	November 5, 2018
RE:	Christmas Food for Fines Program

ISSUE

Council approval of the annual Food for Fines Program

REFERENCE

Bylaw 2018-07 – 2018-2020 Operating Budget
2017 Food for Fines Council Resolution – 2017-09-05

HISTORY

The Food for Fines Program provides for non-perishable food and cash donations to be accepted as payment for parking meter tickets or two hour zone fines issued between December 1 – 8th, 2018, with proceeds donated to the Whitehorse Food Bank and Kaushee's Place.

In the spirit of contributing to those citizens who are less fortunate, and in demonstration of holiday season goodwill and community spirit, Bylaw Services is requesting approval to continue the annual Food for Fines initiative in December 2018.

In previous years, the City's support for the Food for Fines initiative has been successful. In 2016, this initiative generated a food/fine value of \$5,540, while in 2017 the food/fine amount saw an increase to \$7,420 (\$2,100 in food items and \$5,320 in cash donations). In addition to the food items, cash donations received go toward the purchase of additional non-perishable food. The proposed local charities to receive the donations are:

Whitehorse Food Bank open 5 days a week and provides services to numerous families throughout Whitehorse feeding approximately 1400+ people a month; and

Kaushee's Place provides food and shelter to 14-19 women and children daily, year round.

The types of non-perishable food items include:

1. canned foods such as beans, meats, sauces, vegetables, fruits, fish, soups, peanut butter, etcetera; and
2. dried goods such as pasta, soups, boxed spaghetti/macaroni, cereals, etcetera.

ALTERNATIVES

1. Approve a grant of specific parking fines to the Food Bank and Kaushees Place in an amount not exceeding \$10,000 for the Christmas Food For Fines Promotion
2. Do not implement the Food For Fines program

ANALYSIS

The following chart outlines the revenue typically generated by expired parking meter tickets.

Total number of tickets issued per week	540 to 600
Revenue @ \$10/\$25 ticket for one week	\$6,000/\$15,000

During the one-week Christmas Food for Fines initiative, people will again have the option of donating non-perishable food items in lieu of regular ‘expired parking meter’ fines or ‘park in excess of two hour zone’ payments. Food items contributed must be of the same or higher value than the ticket. If such a contribution is made, the ticket would be considered “Paid in Full.”

Planned promotional support and advertising by the City during the month of December is available, if approved. Promoting and advertising this initiative is seen as the best way to obtain full participation from the public.

Food items may be dropped off at City Hall along with the ticket so that financial elements of the program can be determined. A media event consisting of a ‘cheque presentation’ event is also planned for after the event so the total dollar value collected can be communicated to our City residents.

Only “Parking Meter” and “Two Hour Zone” tickets issued on or between Saturday, December 1st and Saturday, December 8th, 2018 are eligible for this initiative. The cut off date for drop-off/payment of food items would be close of business on Wednesday, December 12th, 2018 with anticipated public/media presentation on Friday, December 14th. This would permit sufficient time for Bylaw Services to ensure delivery of the donated food to the two identified local charities and for these organizations to subsequently distribute the food items to those families in need prior to December 25th, 2018.

ADMINISTRATIVE RECOMMENDATION

THAT the 2018 Christmas Food for Fines program be approved; and

THAT a grant not exceeding \$10,000 for parking meter ticket or two hour zone fines issued between December 1st and December 8th, 2018 be approved to the Food Bank and Kaushee’s Place as part of the Christmas Food for Fines program.

**CITY OF WHITEHORSE
DEVELOPMENT SERVICES COMMITTEE AGENDA**

Date: Monday, November 5, 2018

Location: Council Chambers, City Hall

Chair: Laura Cabott Vice-Chair: Dan Boyd



Pages

1. New Business

**CITY OF WHITEHORSE
CORPORATE SERVICES COMMITTEE AGENDA**

Date: Monday, November 5, 2018

Location: Council Chambers, City Hall

Chair: Samson Hartland Vice Chair: Laura Cabott



Pages

1. New Business

**CITY OF WHITEHORSE
CITY PLANNING COMMITTEE AGENDA**

Date: Monday, November 5, 2018

Location: Council Chambers, City Hall

Chair: Stephen Roddick Vice-Chair: Jan Stick



Pages

1. New Business

**CITY OF WHITEHORSE
CITY OPERATIONS COMMITTEE AGENDA**

Date: Monday, November 5, 2018

Location: Council Chambers, City Hall

Chair: Dan Boyd Vice-Chair: Samson Hartland



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Presented by R. Graham	
2. New Business	

ADMINISTRATIVE REPORT

TO:	Operations Committee
FROM:	Administration
DATE:	November 5, 2018
RE:	Budget Amendment and Contract Award – Pickup Trucks

ISSUE

Budget amendment and contract award for pickup trucks

REFERENCE

Request for Tender RFT 2018-0084 – Supply of Two (2) 4WD Flat Deck Pickup Trucks
Council Policy: Purchasing and Sales Capital Projects # 320c00218 & 320c01709

HISTORY

A request for tender (RFT) was prepared to seek the supply of two 4WD Flat Deck Pickup Trucks. The RFT was advertised on the City's website and in local newspapers. The RFT documents were made available on August 31, 2018 via the City's e-procurement platform www.whitehorse.bonfirehub.ca.

The tender closed on September 20, 2018 and two compliant submissions were received.

No submissions were rejected. The low bidder was Whitehorse Motors Ltd., with a bid of \$123,158.68, not including GST.

ALTERNATIVES

1. Amend the 2018 capital budget and authorize Administration to award the contract as recommended
2. Refer the proposed award back to Administration for further analysis

ANALYSIS

The review of the bids by an internal committee comprised of personnel from the Operations and Financial Services (Procurement) departments included checking for completeness, mathematical errors, and compliance with specifications. The committee agreed that the low bidder is familiar with the scope of work and has the knowledge and experience to complete the work successfully. The prices submitted are reasonable.

To proceed with this award, council approval is required to amend capital project 320c00218 to add \$8,000 to the project budget, funded by the Gas Tax program.

ADMINISTRATIVE RECOMMENDATION

THAT the 2018 to 2021 capital expenditure program be amended by increasing the 2018 project number 320c00218 in the amount of \$8,000, funded by the Gas Tax program, to cover additional costs; and

THAT Council authorize Administration to award the contract for the supply of two 4WD Flat Deck Pickup Trucks to Whitehorse Motors Ltd. for a net cost to the City of \$123,158.68 plus GST.

**CITY OF WHITEHORSE
COMMUNITY SERVICES COMMITTEE**

Date: Monday, November 5, 2018

Location: Council Chambers, City Hall

Chair: Jan Stick Vice-Chair: Jocelyn Curteanu



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Presented by K. Rutherford	
3. New Business	

ADMINISTRATIVE REPORT

TO:	Community Services Committee
FROM:	Administration
DATE:	November 5, 2018
RE:	2018 Fall Recreation Grant Allocations

ISSUE

Approval of the grant recommendations for the Fall Category 1 Recreation Grants

REFERENCE

Recreation Grant Appendix A
Recreation Grant Policy

HISTORY

Council Policy governs the allocation of recreation grants. The Recreation Grant Task Force met on October 10, 2018 to discuss and compile recommendations for funding in accordance with the Recreation Grant Policy.

A total of \$200,000 was available for two granting sessions in 2018. Category 1, 2, and 3 grants are allocated in the Spring and only Category 1 grants are available for allocation in the fall. The funding available for this session is \$36,000 plus any refunds for Category 1 – Recreation Grants.

The total amount received by the City for 2018 through the Community Lottery Fund was \$147,600.00. The City continues to acknowledge Lotteries support in City advertising.

ALTERNATIVES

1. Approve the allocation of the grants as recommended
2. Deny the allocation of the grants as recommended

ANALYSIS

The Recreation Grant Task Force received and reviewed 11 applications totalling \$129,000 in requests. Council has the authority to deny any of the recommendations brought forward by the Task Force. The result of denied recommendations is that some projects might not proceed.

The applications received, together with the recommendations of the Task Force, and any applicable conditions, are listed in the attached summary sheet identified as Appendix A.

The \$36,000 in funds available for Category 1 applications is recommended for full allocation.

ADMINISTRATIVE RECOMMENDATION

THAT Council approve the allocation of \$36,000.00 for the Category 1 Recreation Grants, subject to any conditions as outlined in the summary sheet; and

THAT any unexpended recreation grants funds, as well as any refunds received prior to year-end, be authorized for re-budgeting to 2019.

Appendix “A” Fall 2018 Recreation Grants - Category 1

#	Applicant	Priority/Type	Project	Subtotals	Amount Requested	Last Funded	Accountability Received	Amount Recommended	Notes
1	Arctic Edge Skating Club	PA	Yukon Gold Nugget Championships and test day		\$6,800.00	Fall 2017 \$4000.00	Y	\$3,500.00	
2	Canadian-Filipino Sports Association of Yukon	#1 PA #2 EQ (minor)	Winter Sports tournament	\$2040.00 \$1500.00	\$3,540.00	Fall 2017 \$1000.00	Y	\$1,500.00	Funding for Programming project
3	Chickadees Playschool Assoc.	#1 PA #2 EQ (minor)	PA-Fieldtrips/Music Program EQ-Art & Craft Supplies/Toys	\$2847.00 \$500.00	\$3,347.00	Fall 2017 \$1085.30	Y	\$1,500.00	
4	Flatwater North	#1 O&M	Site upgrade		\$1,990.00	NEW APPLICANT		\$1,000.00	
5	Golden Age Society	#1 O&M	Offset O&M costs		\$13,900.00	Fall 2017 \$6000.00	Y	\$6,000.00	O&M
6	LDAY (Learning Disabilities of the Yukon)	#1 PA	Camp Raven		\$10,000.00	Fall 2017 \$10000.00	Y	\$5,000.00	
7	Nakai Theatre Ensemble	#1 PA	24 hour challenge		\$6,000.00	Fall 2017 \$3000.00	Y	\$3,000.00	
8	Mental Health Association of Yukon	#1 PA #2 EQ (minor) #3 LD #4 O&M	Create a three-part mediation program	\$38500.00 \$4100.00 \$4500.00 \$6700.00	\$49,460.00	NEW APPLICANT		\$0.00	Task force felt that they could not support this project. The project had a wide scope and they applied for almost twice the amount of total available, without many smaller funding options. Recommends City Program staff work with Mental Health Association to look at supporting program options and help outline funding objectives for future grant applications.
9	Whitehorse Curling Club	#2 O&M	Curling Programs and Operations		\$15,000.00	Fall 2017 \$4200.00	Y	\$6,000.00	
10	Yukon Art Society	#1 PA	Art and Craft Programs		\$15,000.00	Fall 2017 \$6000.00	Y	\$6,000.00	
11	Yukon Film Society	#1 PA	Expand popular Recreation programs		\$4,800.00	Fall 2017 \$4338.70	Y	\$2,500.00	
	Total: 11 Applications		Total Amount Requested:	\$ 129,837.00					
			Total Amount Available:	\$ 36,000.00				\$ 36,000.00	

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

ADMINISTRATIVE REPORT

TO:	Community Services Committee
FROM:	Administration
DATE:	November 5, 2018
RE:	Lease Agreement – Takhini Arena Concession

ISSUE

Entering into a lease agreement for concession services at Takhini Arena

REFERENCE

- Bylaw 2018-56 (Lease Agreement)

HISTORY

The concession at Takhini Arena has been operated by the Whitehorse Minor Hockey Association (WMHA) since August 2014. In a letter dated July 13, 2018, and in accordance with the terms and conditions of the agreement, WHMA has terminated the contract.

In accordance with the City's Purchasing and Sales Policy, the City solicited responses to an Expression of Interest to provide concession services at the Takhini Arena. The documents were posted on August 17, 2018 via the City's e-procurement platform www.whitehorse.bonfirehub.ca. The Expression of Interest closed on September 4, 2018, four packages were picked up, and only one submission was received. The sole submission was from Yukon Gravy Train.

ALTERNATIVES

1. Enter into a lease agreement with Yukon Gravy Train.
2. Do not enter into a lease agreement.

ANALYSIS

The submission was reviewed by personnel from the Recreation and Facility Services Department. The review checked for compliance with the specifications and terms and conditions in accordance with the instructions to bidders. Personnel agreed that the sole bid meets the requirements to perform the services.

The lease agreement will expire on September 30, 2021 and contains a renewal option.

ADMINISTRATIVE RECOMMENDATION

THAT council direct that Bylaw 2018-56, a bylaw to authorize a lease agreement with Yukon Gravy Train to provide concession services at Takhini Arena, be brought forward for consideration under the bylaw process.

CITY OF WHITEHORSE
BYLAW 2018-56

A bylaw to authorize a lease agreement

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

WHEREAS Council deems it desirable to enter into an agreement with **Yukon Gravy Train** for the provision of concession services at the Takhini Arena for a 33 month period from December 1, 2018 to and including September 30, 2021;

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

1. The City of Whitehorse is hereby authorized to enter into a lease agreement with Yukon Gravy Train for the provision of concession services at the Takhini Arena.
2. The Mayor and Clerk are hereby authorized to execute on behalf of the City of Whitehorse the Lease Agreement attached hereto as Appendix "A" and forming part of this bylaw.
3. This bylaw shall be come into full force and effect on and from the first day of December, 2018.

FIRST and SECOND READING:
THIRD READING and ADOPTION:

Mayor

Clerk



LEASE AGREEMENT made this 1st day of December 2018

BETWEEN:

THE CITY OF WHITEHORSE

Recreation & Facility Services
2121 Second Avenue
Whitehorse, Y1A 1C2
(hereinafter known as "The City")

-and-

YUKON GRAVY TRAIN

PO Box 2363
Marsh Lake, YT Y0B 1Y2
(hereinafter known as "The Lessee")

WHEREAS the City requires the services of the Lessee in connection with the non-exclusive provision of Concession Services at the Takhini Arena.

WHEREAS, in accordance with the City's Purchasing and Sales Policy, the City of Whitehorse received a proposal to provide Concession Services at the Takhini Arena subject to the terms and conditions hereunder; and

WHEREAS, the City of Whitehorse solicited responses to its Expression of Interest EOI 2018-0081 for Concession Service and the City selected Gravy Train's proposal in response to said EOI; and

WHEREAS, the City of Whitehorse wishes to grant the Lessee the right to provide Concession Services in the Takhini Arena located at 345 Range Road in Whitehorse, YT, under the terms and covenants of this Agreement and all attached to this agreement.

1. DEFINITIONS:

"Adult" means a person nineteen (19) years of age and older.

"Arena Season" means the period when ice time will be available for use by the public, as designated by the Council of the City of Whitehorse.

"City" refers to the City of Whitehorse, Takhini Arena, employees and volunteers.

"Concession Agreement" means the written agreement between the City of Whitehorse and the Concession Operator for the operation of the Arena Concession.

"Consumer Related Products" means the sale of items that are of direct use by user groups in conducting their activities.

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

"Food, Beverage, Refreshment" means the sale of drinks (other than spirituous, fermented or intoxicating liquids), and materials made into or used as food.

"Lessee" means all employees, volunteers, owners and partners in the Gravy Train

"Manager" means the Operations Supervisor of Facilities for the City of Whitehorse.

"Prime Hours" means the hours of facility use regularly booked by user groups to conduct their activities, as defined in the Fees and Charges Bylaw.

"Special Event" means the approved by the City of Whitehorse planned use of resources for total community participation, which creates a unique situation whose objectives include community development and the promotion of community spirit, socialization and enjoyment; and the use of leisure time.

NOW THEREFORE in consideration of the promises, mutual terms, covenants and conditions herein, the parties hereto agree as follows:

2. RETAINER

The Lessee is retained to provide Concession Services at the Takhini Arena. The menu of items and pricing is as indicated in Appendix "B" attached to and forming part of this Lease Agreement.

The Lessee is retained for the sole purpose of performing the Services in conjunction with Takhini Arena. As such, the Lessee is retained only for the duration of this Agreement commencing December 1, 2018 and ending on September 30, 2021, with three one-year extensions at the discretion of the City of Whitehorse.

3. HOURS OF OPERATION

- 3.1 The Lessee covenants with the City to operate the concession in the Takhini Arena for the period commencing December 1, 2018 and ending September 30, 2021. An option to renew the agreement for a further three years starting October 1, 2021 will be at the sole discretion of the City.

The Facility will NOT be open year-round and operation is limited to the following months unless pre-arranged by the City of Whitehorse.

Takhini Arena Open: *(Hockey Season) October 1 to March 31st each year.*

Takhini Arena Closed: *(Summer): April 1 to September 30 each year. Events in this time period will be coordinated through the City of Whitehorse and the Lessee. If Special events are scheduled throughout this period, the City of Whitehorse will contact the Lessee who will have the first opportunity to provide concession services for the event; however, if the Lessee is not able to complete the services as requested, the Lessee agrees and the City is authorized to hire another group to run the concession for the Event(s) as needed.*

- 3.2 The Lessee's schedule of hours of operation during the arena ice season has been approved by the City as per submitted proposal. Any reduction of this schedule shall require mutual agreement between the Lessee and the City. Schedule of hours (as per submitted proposal) is Monday to Friday, 4pm to 8pm, Saturday, 7:30am to 6pm and Sunday 7:30am to 6pm. Any increase to this schedule of concession hours (only within hours when the arena is open) is at the Lessee's discretion.
- 3.3 During the non-ice season (April 1 to September 30) the Lessee agrees to provide concession services for dry floor events scheduled by the City, and as required by the event. Notification shall be provided to the Lessee a minimum of fourteen (14) days prior to the event. The Lessee shall also endeavour to keep in contact with the City's scheduling staff in regards to dry floor event and

schedule updates.

- 3.4 The hours of operation shall be adjusted to accommodate repairs and/or renovations to Takhini Arena. Written notice shall be sent to the Lessee fourteen (14) days prior to the commencement of such renovations.
- 3.5 Notwithstanding Item 3.4 the City may order the temporary and immediate withdrawal of the facility from public/group use for emergency repair. The withdrawal of use may be made with no advance notice. The Lessee shall receive verbal notice within twelve (12) hours and subsequent written notice within seventy-two (72) hours of such verbal notice of withdrawal of the facility from use.

4. SALE OF CONCESSION PRODUCTS

- 4.1 The supply of food, beverage and refreshment services shall not include events where food or beverage products are sold, served or consumed on the dry floor surface, unless requested by the event organizers. The supply of food, beverage and refreshment services shall also not include events where food or beverage products served or consumed in the mezzanine area. Where the Lessee is not requested to supply services to dry floor and mezzanine events the Lessee is not required to remain open for those events.
- 4.2 The Lessee may sell food products, beverages and arena user related products supplied by any company that meets operational requirements and the needs of the consumer, and all requirements under this agreement.
- 4.3 The Lessee may not sell alcohol, tobacco, cannabis, and all related products.
- 4.4 Operation of the concession shall not guarantee exclusive use of the arena and shall not interfere with or affect users of the facility. Clubs and groups booking the arena for events or programs shall have the option of serving food products as a part of their event/program. Any requests for sale or serving food products shall be approved by the City of Whitehorse prior to the event/program taking place.
- 4.5 The City reserves the right to allow refreshment stands providing a specialized service to operate in the arena and/or on the premises.

5. OPERATION OF THE CONCESSION

- 5.1 The Lessee shall comply with all statutes, regulations and bylaws, whether federal, territorial or municipal, and in particular the Lessee shall comply with the provisions of the Business Licensing Bylaw.
- 5.2 The Lessee shall be responsible for maintaining all licenses and permits required for the operation of the concession at his/her own expense. Copies of all documents (business license, environmental health permit, development permit (if required)) shall be submitted to the City fourteen (14) days prior to opening.
- 5.3 The Lessee shall ensure that wherever possible an adequate staff and/or supervision of responsible adult persons shall be in attendance inside the concession when the concession is open.
- 5.4 The Lessee shall perform all janitorial services related to the concession and concession storage area. The Lessee will also maintain the area immediately surrounding the concession in a clean and litter free condition as required.
- 5.5 The Lessee undertakes and covenants to keep the said premises in good repair. Reasonable wear

and tear and damage by tempest, flood, lightening or acts of God, exempted.

- 5.6 The Lessee shall not put up, exhibit, permit or allow to be put up or exhibited in or on the concession area, any sign, notice, notice board, painting, design or advertisement without prior written consent of the City.
- 5.6 The Lessee covenants not to carry on any business on the premises that is offensive, dangerous or a nuisance, nor allow the same to be used for any illegal or immoral purposes; or operate any business other than the sale of food, beverage and consumer related products as proposed.
- 5.7 The Lessee covenants that he/she will not carry on or permit upon the said premises any trade, occupation, suffer to be done or any other thing which may render any increased or extra premium payable for the insurance of the said premises against fire, or which may make void or voidable any policy of such insurance.
- 5.8 The Lessee undertakes to stock sufficient supplies to meet the reasonable requirements of the user at each activity.
- 5.9 The Lessee will not assign the concession or any of the rights or obligations under this Agreement without the prior written consent of the City and such consent shall be at the absolute discretion of the City.
- 5.10 The Lessee shall be responsible for the security of the concession. When the concession is unattended, shutters and doors will be left secured and locked. The Lessee shall be responsible for the cost of any alterations or modifications to the premises, which have been, or may be required to provide a secure concession area, and no such alterations or modifications shall be undertaken without the prior written consent of the City.
- 5.11 The City agrees to supply, at no cost to the Lessee, the costs of utilities for the concession and concession storage area. Services shall be limited to water, sewer, electricity and heating.
- 5.12 The Lessee shall be entitled to retain for his/her own use any profits derived from his/her operation of the concession (which is over and above any commitments made to the City via the tendered documents).

6. SUPPLY OF EQUIPMENT

- 6.1 The Lessee undertakes to supply all equipment, other than City owned equipment presently on the premises, as listed in Appendix C, and to adequately provide the services that are reasonably expected from the operation of the concession.
- 6.2 The City agrees to keep said City owned equipment in good repair and working condition and shall be responsible for all costs incurred excluding costs resulting from deliberate and negligent acts and omissions of the Lessee, his/her servants, agents, licensees and contractors.
- 6.3 The Lessee agrees to operate all City owned equipment on the premises in accordance with the rules, regulations and procedures as established by the manufacturer and/or the City. The Lessee further agrees to advise the City immediately in the event of an issue with City owned equipment.

7. INSURANCE

- 7.1 The City agrees to provide, at its expense, insurance coverage for the building and the City owned contents. Coverage shall not include third party liability insurance for the Lessee or contents owned by the Lessee.

- 7.2 The Lessee acknowledges that any coverage beyond the building and content coverage, whether by way of limits or deductible on the City policy, shall be at the expense of the Lessee.
- 7.3 The Lessee shall supply proof and maintain valid insurance under a contract of Comprehensive General Liability Insurance, acceptable to the City of Whitehorse, with a licensed insurer, in an amount of not less than \$2,000,000.00 per occurrence, insuring against bodily injury, including personal injury and property damage, including the loss of use thereof. Such insurance shall name the City of Whitehorse as an additional insured party and extend to include liability assumed under contract and shall preclude subrogation claims by the insurer against the City of Whitehorse, its agents, or employees.
- 7.4 The policy of insurance referred to in the item above shall contain provisions or endorsements respecting complete operations coverage, such coverage shall be expressed to be in effect continuously for a period of at least one year after the acceptance by the City of Whitehorse of the completed services. Any policy applicable to this project must not contain a deductible amount that is not satisfactory to the City of Whitehorse.
- 7.5 The Lessee shall indemnify and save harmless, the City, its servants, employees, agents, licensees and contracting parties from and against all actions, suits, claims, loss, costs, charges, damages, expense and demands which may be made against those parties arising out of the operation of the concession, the consumption of food, beverage, refreshments or the use and occupation of the arena premises.

8. PAYMENT

- 8.1 The parties agree that the Lessee shall pay to the City a monthly sum as per listed, plus GST, (during the regular ice season- normally from October to March):
- a. FACILITY OPEN: October 1st to March 31st - \$375/month
 - b. FACILITY CLOSED for SPECIAL EVENTS: April 1st to September 30th 10% of Gross Sales (Pre-GST)
- 8.2 The parties hereby agree that this agreement is in effect for the period commencing December 1, 2018 to September 30, 2021, inclusive.
- 8.3 The City shall not be liable to make good to the Contractor any operating losses sustained by the Contractor in the operation of concession services.
- 8.4 The parties agree that payments listed in Clause 8. (1) of this agreement shall be made by the end of each month in operation (ie. Payment by the 31st of October 2018 for October 2018).

9. PERFORMANCE

- 9.1 The Lessee agrees to pay the City a One Thousand dollar (\$1,000.00) performance deposit. The deposit is refundable on October 1, 2021 providing all terms and conditions of this agreement are fulfilled.
- 9.2 If the agreement is terminated for any reason other than the non-payment of sums under Section 8, the Lessee shall have the right to remove, without damaging the premises, any equipment owned by the Lessee and brought into the concession area.

10. EXCLUSIONS, RESERVATIONS AND RESTRICTIONS

- 10.1 Nothing in this agreement will be construed as authorizing the Lessee to conduct any business separate and apart from this agreement or in areas other than those areas assigned for conducting

business under this agreement located in the concession space of the Takhini Arena.

- 10.2 The Lessee will not interfere or permit interference with the use, operation, or maintenance of the Takhini Arena, including but not limited to, the effectiveness of accessibility of the drainage, sewage, water, communications, fire protection, utility, electrical, or other systems installed or located from time to time at the Facility; and the Lessee will not engage in any activity prohibited by the City's existing or future noise abatement procedures nor its Rules and Regulations, Policies and Operating Procedures of the Takhini Arena and the City of Whitehorse.
- 10.3 The Rights and privileges granted the Lessee Services will be subject to any and all Policies, Rules, Regulations and Operating Directives established by the City of Whitehorse, as may be amended from time to time.
- 10.4. Nothing in this agreement will be construed as establishing exclusive rights, operational or otherwise, other than the right granted herein for the use of the Assigned Areas by the Lessee.

11. INSPECTION OF ASSIGNED AREAS

The City of Whitehorse or its duly authorized representatives or agents and other persons designated by it, will routinely inspect the Assigned Area throughout the term of this Agreement for the purpose of determining whether or not the Lessee is complying with the terms and conditions of this Agreement. In the event that such inspection reveals that the Lessee's operations are considered substandard in any way, The City of Whitehorse will provide notice to the Lessee of its findings and request a written response from the Lessee addressing the specific areas considered substandard and outlining a plan for improvement. Upon the City's acceptance of the improvement plan, the Lessee will immediately undertake the improvement actions and will obtain final acceptance by the City. Failure by Lessee to complete the improvement plan may constitute default under this Agreement, at the sole determination of the City of Whitehorse.

The Lessee is responsible for and must ensure the safety/cleanliness of the food and premises and equipment throughout the contract period, in accordance with industry standards as outlined below. Should patrons/staff become ill or there is suspicion of food poisoning as a result of the food provided by the Lessee, the City reserves the right to immediately cease the contract until the facility is re-inspected and approved for use. The Lessee assumes all responsibility for the health and safety of its patron's staff and volunteers.

12. CUSTOMER SERVICE

The Lessee will fulfill the services as described to the professional industry standard and to the applicable Food and Safety Guidelines as outlined in the Yukon Government Health and Social Services: <http://www.hss.gov.yk.ca/environmentalfood.php> . The Lessee's staff shall conduct themselves in a professional manner when dealing with patrons and staff at the Takhini Arena. Complaints received by patrons or staff of the Takhini Arena will be brought to the appropriate City staff member who will contact the Lessee regarding the matter.

13. EMPLOYEES

The Lessee will, within reason, control the conduct, demeanor and appearance of its employees. Upon objection from the City concerning the conduct, demeanor or appearance of any such persons, will immediately take all reasonable steps necessary to remove the cause of objection.

The operations of the Lessee, its employees, agents and suppliers will be conducted in an orderly and proper manner. The Lessee agrees that its employees will be of sufficient number so as to properly conduct the Lessee's operations. The Lessee will at all times be responsible for the performance and obligations of anyone working on the Lessee's behalf through the duration of the Lease.

14. PERMITS AND LICENSES:

The Lessee will obtain and maintain throughout the term of this Agreement all permits, licenses, or other authorizations required in connection with the operation of its business at the Takhini Arena. Copies of all required permits, certificates, and licenses will be forwarded to the Operations Supervisor, Recreation & Facility Services, City of Whitehorse.

15. EQUIPMENT

At the end of the Winter Season (March 31, each year) and at the end of any Special Event in the CLOSED period, the Lessee will ensure all applications and equipment are in good working order, cleaned etc., as inspected by the City of Whitehorse prior to exiting the facility. Should any repair be required to the equipment, the City and the Lessee will discuss and agree on the schedule as needed.

16. EQUIPMENT REPAIR DURING CONTRACT PERIOD

The Lessee undertakes to supply all equipment, other than City owned equipment presently on the premises, as listed in Appendix C, and to adequately provide the services that are reasonably expected from the operation of the concession.

The City agrees to keep said City owned equipment in good repair and working condition and shall be responsible for all costs incurred excluding costs resulting from deliberate and negligent acts and omissions of the Lessee, his/her servants, agents, licensees and contractors.

The Lessee agrees to operate all City owned equipment on the premises in accordance with the rules, regulations and procedures as established by the manufacturer and/or the City. The Lessee further agrees to advise the City immediately in the event of an issue with City owned equipment.

At the end of the Contract or upon notice of termination, the Lessee will clean all equipment and ensure all is in working order. Should the Lessee vacate the premises leaving the equipment to be cleaned and maintained, the City will hire someone to clean and fix the equipment at the sole expense of the Lessee. An invoice for the required cleaning and servicing will be mailed to the address as identified in the Notices Section of this Contract.

17. MENU

The City of Whitehorse has the exclusive right to modify, add or delete selections or modify retail prices on products that are not deemed acceptable by written notification to the Lessee and without formal amendment to this Agreement. Within 30 days of notification by the City, the Lessee agrees to make all changes requested. The Lessee may make recommendations of changes to product selections and pricing in writing for review by the City. The City will provide written notification to the Lessee within 30 days of the recommendation of any approved changes to the attached Appendices. The City and the Lessee will meet, at a minimum, one time every 12 months to collectively evaluate product selections.

18. FAILURE TO MAKE TIMELY PAYMENTS

Without waiving any other right or action available to the City, in the event of default of the Lessee's payment of fees hereunder, and in the event the Lessee is delinquent in paying to the City of Whitehorse any such fees, for a period of five business days after the payment is due, The City of Whitehorse reserves the right to charge the Lessee interest thereon, from the date such fees or charges became due to the date of payment at the Bank of Canada rate (if applicable). Should the Lessee not pay the required commissions within 30 days of payment due date, the City has the right to terminate this contract upon written notice and seize equipment and products located at the City's facility.

19. CORPORATE CONFLICTS

During a nationally (or regionally) sponsored event that is hosted at the Takhini Arena with a major competitor as their sponsor the City will comply with the applicable sponsor's wishes and the Lessee will be consulted prior to the event.

20. INDEMNITY

The Lessee shall at all times and without limitation, indemnify and save harmless the City, its Councillors, officers, employees, volunteers and other representatives from and against all liability, claims, actions, losses, cost, damages, legal fees (on a solicitors and his own client full indemnity basis), arising out of your actions or omissions in performing the Services required under this Agreement. The provisions of this section are in addition to and will not prejudice any other rights of the City. This section shall survive the termination or expiry of this Agreement for any reason whatsoever.

21. TERMINATION

This Lease may be terminated for any reason including for failing to meet obligations of this contract by either party by giving one month's written notice to the other party. After this notice, all further obligations on the part of both the Lessee and the City come to an end.

The Lease may be amended at any time but only in writing, signed by both parties.

This Lease is binding upon the parties hereto, their respective trustees, administrators or successors in law.

This Lease constitutes the entire agreement including Appendices A and B between the parties relating to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understanding, warranties or representatives, whether oral or in writing, except as specifically set forth herein.

By executing this Agreement, the Lessee confirms they have had the opportunity to seek professional or legal advice prior to executing this Agreement.

22. DEFAULT

Time of payment and performance is of the essence of this Agreement. Lessee shall be in default under this Agreement upon the occurrence of any one or more of the following events:

- 22.1 Lessee's failure to pay any fee or other charge when due and within (30) calendar days after notice from City of such nonpayment.
- 22.2 The Lessee's failure to maintain the insurance required in Section 7.
- 22.3 Lessee's assignment of any right hereunder in violation of Section 30.
- 22.4 Lessee's failure to perform, keep or observe any of the terms, covenants or conditions of this Agreement within seven (7) days (or such longer time as may be necessary to cure, provided that cure is commenced within the initial seven (7) days after notice from the City specifying the nature of the deficiency with reasonable particularity and the corrective action that is to be taken within such period to cure the deficiency.
- 22.5 The filing by Lessee of a voluntary petition in bankruptcy, the filing of an involuntary petition in bankruptcy against the Lessee, the taking of possession of all or substantially all of Lessee's assets pursuant to proceedings brought under the provisions of any act or the appointment of a receiver of

all or substantially all of Lessee's assets and the failure of Lessee to secure the return of such assets and/or the dismissal of such proceeding within ninety (90) days after the filing.

- 22.6 The abandonment for period of seven (7) days by Lessee of the conduct of its services and operations during the season from the beginning of April through the end of October, or for a period of fourteen (14) days during the October through March off-season.
- 22.7 The assignment by Lessee of its assets for the benefit of creditors.
- 22.8 The death of the Lessee or dissolving of the organization (Gravy Train).
- 22.9 In the event of a default by the Lessee, the City may terminate this Agreement effective immediately upon provision of written notice of such termination to the Lessee. In the alternative, the City may elect to keep the Agreement in force and work with Lessee to cure the default. If this Agreement is terminated, the City shall have the right to take possession of the Concession Space at the time of default. Lessee's liability to City for damages and rent shall survive the termination, and the City may re-enter, take possession of the Concession Space and remove any persons or property by legal action or by self-help with the use of reasonable force and without liability for damages.
- 22.10 Following re-entry or abandonment, City may make arrangements for use of the Concession Space by others and in that connection may make any suitable alterations or refurbish the Concession Space, but City shall not be required to make such arrangement for any use or purpose.
- 22.11 Rights and Remedies Reserved. It is understood and agreed that any rights and remedies reserved pursuant to this Article are in addition to any other rights or remedies the City may have pursuant to this Agreement or to applicable law to seek judicial enforcement, damages or any other lawful remedy.
- 22.12 Pre-Mature Agreement Termination. In the event that the Lessee does not fulfill the full term of the Agreement, the remainder of the annual fee shall be calculated and shall be required to be paid in full to the City.

23. LEGAL REQUIREMENTS

The Lessee shall ensure that the services comply with all relevant legislation including Codes, Bylaws and Regulations, Health and Safety Legislation as well as City policies and procedures. Where there are two or more laws, ordinances, rules, regulations or codes applicable to the services, the more restrictive shall apply.

The Lessee shall apply and pay for all necessary permits or licenses required for the execution of the Lessee's services.

24. COMPLIANCE WITH THE OCCUPATIONAL HEALTH AND SAFETY ACT

The Lessee shall be responsible for the safety of their staff and/or employees/ volunteers and equipment on the Project for the purposes of ensuring compliance with safety regulations for the Lessee.

The Lessee shall confirm it will comply with all the provisions of the Yukon Occupational Health and Safety Act, regulations and codes, and all amendments thereto, now or hereafter, made there under the said act and shall confirm it will indemnify the City of Whitehorse in respect to all matters arising out of or in connection with failure of the Lessee to comply in all respects with applicable provisions of the said act, regulations and codes.

Prior to commencement of services, the Lessee will provide a current Letter of Good Standing to the City of Whitehorse at procurement@whitehorse.ca.

25. NO RELATIONSHIP

Nothing contained herein shall be deemed or construed by the parties hereto nor by any third party as creating the relationship of employer and employee, principal and agent or a partnership or a joint venture between the parties hereto.

26. ASSIGNMENT

The Lessee shall not, without the prior written consent of the City, assign the benefit or in any way transfer the obligations of this Agreement or any part thereof.

27. NOTICES

Any Notices or other correspondence required to be given to an opposite party shall be deemed to be adequately given if sent by prepaid registered mail addressed as follows:

- | | |
|--------------------|--|
| a) To Lessee: | Ron Davis
Kristin Kulachkosky
Owners/Lessees, Yukon Gravy Train
PO Box 2363
Marsh Lake, YT Y0B 1Y2
By email: allaboardgravytrain@gmail.com |
| b) To the City at: | Attn: Operations Supervisor, Recreation & Facility Services
City of Whitehorse
2121 Second Avenue
Whitehorse, Yukon, Y1A1C2
By email: cgcsupervisors@whitehorse.ca |

Notice given as aforesaid, if posted in the Yukon Territory, shall conclusively be deemed to have been given on the fifth (5th) business day following the date on which such Notice is mailed or e-mailed.

Either party may, at any time, give notice in writing to the other of any change of address of the party giving such notice and after the giving of such notice, the address therein specified shall be deemed to be the address of the said party for the giving of notice thereunder.

The word "notice" in this section shall be deemed to include any requests, statements or other writing in this Agreement provided or permitted to be given by the City to the Lessee or by the Lessee to the City.

28. LAWS OF THE YUKON TERRITORY

This Agreement shall be deemed to have been made in and shall be construed in accordance with the laws of the Yukon Territory and for the purposes of all legal proceedings; this Agreement shall be deemed to have been performed in the said Territory. If any provisions herein contained shall in any way contravene the laws of the Yukon Territory where this Agreement is to be performed, such provisions shall be severed from the Agreement and the remaining provisions shall continue in force and effect. Nothing herein shall restrict the right of the City to bring action against the Lessee in any Court of competent jurisdiction.

29. SUCCESSORS

This Agreement shall enure to the benefit of and be binding upon the parties hereto and, except as herein before provided, the successors and assigns thereof.

30 JOINT AND SEVERAL COVENANTS

In the event that this Agreement is executed by two or more persons, the covenants and agreements herein contained will be and will be deemed to be joint and several covenants.

31 CHANGES TO AGREEMENT

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

IN WITNESS WHEREOF the parties hereto have affixed their corporate seals by the hands of their proper officers in that behalf the day and year first above written.

CITY OF WHITEHORSE

**RON DAVIS
KRISTIN KULACHKOSKY
OWNER/LESSEES
YUKON GRAVY TRAIN**

Signature

Signature

Please Print Name

Please Print Name

Title

Title

Date

Date

Signature

Please Print Name

Title

Date

APPENDIX A

DESCRIPTION OF SERVICES

A.1 Supply of Concession Services

The Lessee shall furnish and pay for all equipment, except as otherwise provided by the City, all goods, labor, transportation, supervision and services necessary to maintain a clean and orderly restaurant facility and provide food and beverage services in accordance with this Agreement.

Services provided by the Lessee shall include the daily cleaning maintenance of the facility, to include but not be limited to: daily moping, sweeping, vacuuming, dusting of all fixtures, to insure and maintain proper appearance and meet cleanliness standards of facility. Services shall also include the maintenance of an adequate stock of food and beverage supplies, condiments, dishes, silverware, napkin dispensers, salt and pepper shakers, cups and glassware, and any kitchen utensils or bar equipment if necessary to serve the demand for such items required to complete the services.

The Lessee acknowledges the desire and obligation of the City to provide the public high quality food and beverages and a high level of public service. Therefore, the Lessee agrees to offer for sale from the Concession Space only good quality food and beverages at fair and competitive pricing, relative to comparable restaurant facilities in The City of Whitehorse. If, in the opinion of the City, the pricing is not comparable, or the selection of items offered is inadequate or not of good quality, or if any of the items are found to be objectionable for display and/or sale in a public facility, then the pricing shall change or the items shall be removed or replaced as required by the City. The City Representative shall meet and confer with Lessee regarding such matters. However, the Lessee acknowledges that the City's determination as to the same shall be conclusive. Failure of the Lessee to correct, rectify or modify its prices or quality within five (5) days of being advised in writing to do so shall be cause for default.

A.2 Lessee Personnel.

The Lessee shall control the conduct and demeanor of its agents and employees. If the City so requests, the Lessee agrees to supply and require its employees to wear suitable attire, have hair tied back (and clean), wear gloves where appropriate and to wear or carry badges or other suitable means of identification, the form of which shall be subject to prior and continuing approval of the City.

A.3 Food Safety Requirements

The City supports the provision of healthy food and beverage choices. The City will work in cooperation with the Lessee to implement the goals of providing healthy snack food choices, while still ensuring the highest quality of products.

Snacks, healthy food snacks and hot drink beverages that will be provided, shall be determined by what is proven to result in the highest sales at a particular location based on actual and projected customer demand, while adhering to Nutrient Criteria for Healthier Choices. The City reserves the right to request that a product be replaced at any time.

A.4 Operation Cost

The City shall provide to the Lessee suitable water service, electricity, drainage, lighting, and heating of designated premises but without liability on the City's part arising from temporary interruption thereof on account of breakdown, power failure or like causes. The Lessee will immediately advise the City of Whitehorse if a piece of equipment is in need of repair. If it is determined that as a result of the Lessee's negligence that the equipment has been damaged, it will be the Lessee's obligation to repair the equipment due to the result of damage done by its own employees.

A.5 Permits and Fees.

The Lessee shall obtain and pay for all applicable City of Whitehorse Business License, permits and food and health inspection fees required and shall comply with all laws, ordinances, regulations and building code requirements applicable to the services contemplated herein. Damages, penalties and/or fines imposed on the City or the Lessee for failure to obtain required permits, inspection fees, or inspections shall be borne by the Lessee.

A condition of this Contract is the ability for the Lessee to obtain the required Food Safety Certifications, insurance, Health Inspection and applicable license to carry out the Work as described.

A.6 Accounting Requirements

The Lessee shall maintain complete and accurate records of transactions including collections and inventories of both merchandise and equipment in accordance with the accepted industry standards, and will keep financial records for a period of seven (7) years after the close of each year's operation.

Each payment to the City will include a monthly sales report which includes sales of all products, beverages and menu items sold (pre-GST sales) . The City of Whitehorse reserves the right to return the report and request more detail and proper report format as requested.

A.7 Lost Sales.

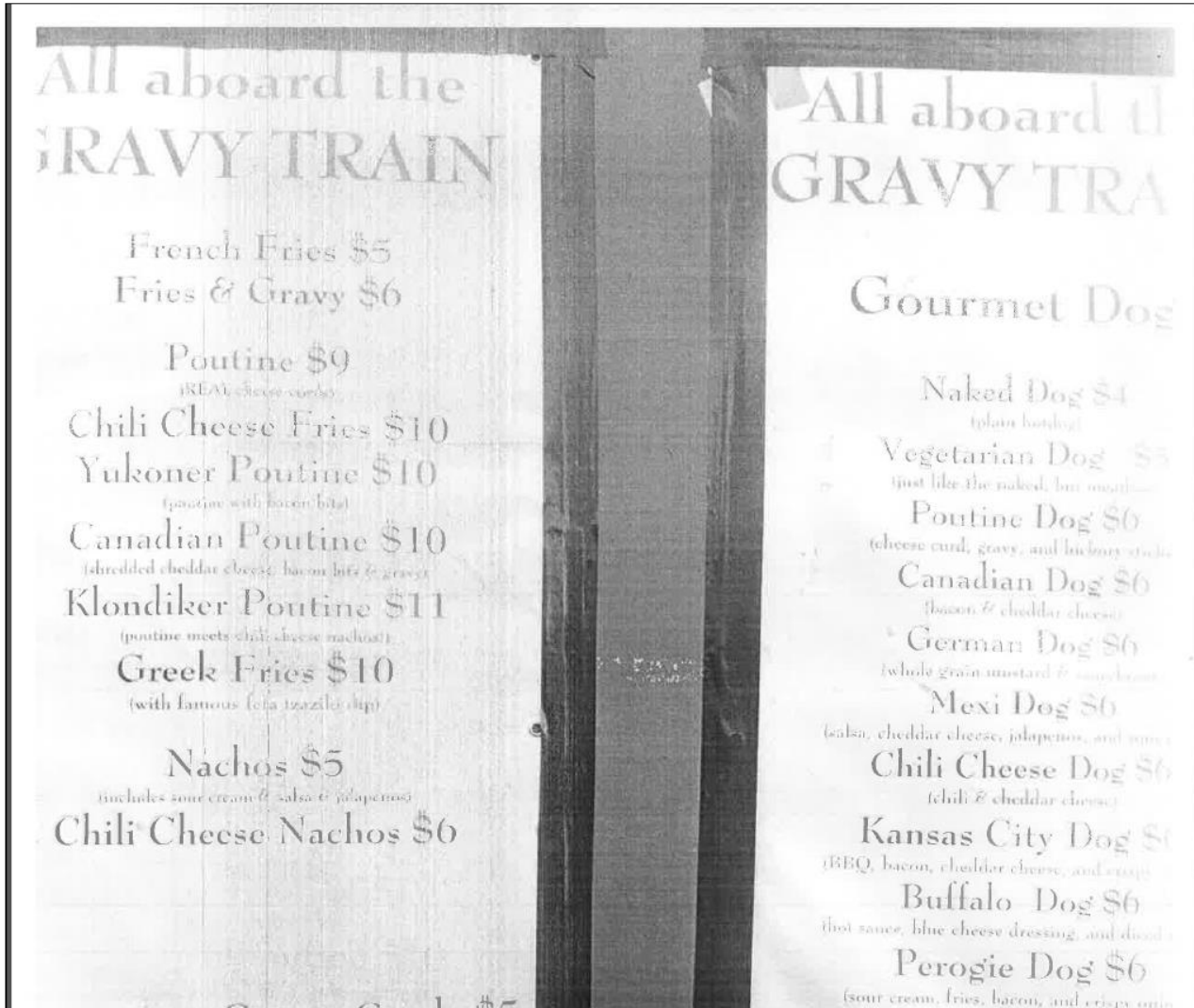
The Lessee acknowledges that the Lessee is responsible for and is taking all risk with respect to any reduction of Gross Sales due to theft, fire, accident, vandalism, temporary loss of power, weather, temporary or permanent site closures, changes to site or facility construction plans, other acts beyond the City's control, actions within the City's control that are taken in the best interests of the public and/or any other taken in the reasonable exercise of the City's discretion. Unless otherwise expressly agreed by the City, no reduction in Gross Sales attributable to such factors shall constitute a basis for reducing or renegotiating any rental fee or annual sales guarantees to the Lessee.

A.8 Change of Name.

The Lessee is responsible for the performance of any subsequent contract. In the event the Lessee changes its name, the Procurement Department must be notified in writing immediately. No change in the obligation of the Lessee will be recognized until such change is approved by the Purchasing Department.

APPENDIX B

SAMPLE MENU



APPENDIX C

EXISTING EQUIPMENT

FACILITY INFORMATION:

The City of Whitehorse currently has a full service 350 square foot kitchen (28 x 12.5 feet) available which includes the following items: (All in good working condition and clean)

Item	Quantity	Description
1	1	Garland Deep Fryer - Model E22-28F
2	1	Garland Grill - Model E22-36C
3	1	TSM Equipment Stand (holding stand/table for grill/deep fryer)
4	1	TSM Ventilator (range hood and exhaust fan)
5	1	Sentinel Fire Protection
6	2	Freezers
7	1	Refrigerator (Inglis)- White
8	1	Sandwich Prep Table/Refrigerator Stainless
9	1	Dishwasher



EXISTING EQUIPMENT (Page 2)



EXISTING EQUIPMENT (Page 3)



EXISTING EQUIPMENT (Page 4)

