

CITY OF WHITEHORSE
REGULAR Council Meeting #2018-24

DATE: Tuesday, November 13, 2018
TIME: 5:30 p.m.

Mayor Dan Curtis
Deputy Mayor Samson Hartland
Reserve Deputy Mayor Jan Stick

AGENDA

CALL TO ORDER 5:30 p.m.

AGENDA Adoption

PROCLAMATIONS Christmas Kettle Campaign – Kick-off on November 14

MINUTES Regular Council Meeting #2018-22 dated October 9, 2018
Special Council Meeting #2018-23 dated October 29, 2018

DELEGATIONS

PUBLIC HEARING

COMMITTEE

REPORTS

City Budget Committee – *Mayor Curtis*

2019 to 2022 Capital Budget Address

Public Health & Safety Committee – *Councillors Curteanu and Roddick*

Christmas Food for Fines Program

Development Services Committee – *Councillors Cabott and Boyd*

Corporate Services Committee – *Councillors Hartland and Cabott*

City Planning Committee – *Councillors Roddick and Stick*

Operations Committee – *Councillors Boyd and Hartland*

Budget Amendment and Contract Award – Pick-up Trucks

Community Services Committee – *Councillors Stick and Curteanu*

2018 Fall Recreation Grant Allocations

Lease Agreement – Takhini Arena Concession

NEW AND UNFINISHED BUSINESS

Council Member Appointments to Ad Hoc Committees
Council Member Appointments to Special Committees
Staff Appointments to Committees
Adjustments to 2019 Meeting Schedule

BYLAWS

2018-56 Lease Agreement – Takhini Arena Concession
2018-58 Capital Budget – 2019 to 2022

1st & 2nd Reading
1st Reading

ADJOURNMENT



PROCLAMATION CHRISTMAS KETTLE CAMPAIGN

November – December 2018

WHEREAS The Salvation Army Christmas Kettle Campaign is one of Canada's most significant and recognizable annual charitable events; and

WHEREAS in addition to the critical fundraising impact of the campaign, the Christmas Kettles boost the Salvation Army's visibility and awareness; and

WHEREAS the Salvation Army is active in our community in the fight against poverty, providing shelter and support for people in need, and assisting men, women and families tend to the basic necessities of life; and

WHEREAS The Salvation Army gives hope and support to vulnerable people; and

WHEREAS for more than 100 years in communities all across Canada the annual Christmas Kettle Campaign has been a great way for people to help others in need in their local community through the work of the Salvation Army;

NOW THEREFORE I, Mayor Dan Curtis, do hereby proclaim Wednesday, November 14, 2018 to be the start of the ***Christmas Kettle Campaign*** in the City of Whitehorse.

Dan Curtis
Mayor

MINUTES of **REGULAR** Meeting #2018-22 of the council of the City of Whitehorse called for 5:30 p.m. on Tuesday, October 9, 2018, in Council Chambers, City Hall.

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

ALSO PRESENT: City Manager Linda Rapp
Director of Community and Recreation Services Lindsay Schneider
Director of Corporate Services Valerie Braga
Director of Development Services Mike Gau
Director of Infrastructure and Operations Peter O’Blenes
Acting Manager of Strategic Communications Myles Dolphin
Manager of Legislative Services Catherine Constable
Assistant City Clerk Norma Felker

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

CALL TO ORDER

2018-22-01

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

AGENDA

Carried Unanimously

Mayor Curtis proclaimed October 15 to 21, 2018 to be *Waste Reduction Week* in the City of Whitehorse.

PROCLAMATION

2018-22-02

It was duly moved and seconded
THAT the minutes of the regular council meeting dated September 24, 2018 be adopted as presented.

MINUTES

September 24, 2018

Carried Unanimously

COMMITTEE REPORTS

Development Services Committee

2018-22-03

It was duly moved and seconded
THAT a grant not to exceed \$4,700.00 is hereby approved to support
Yukoner Appreciation Day, funded by the Economic Development
budget; and

GRANT FOR YUKONER
APPRECIATION DAY

THAT the non-enforcement of expired parking meter violations on
Main Street from 9:00 a.m. to 9:00 p.m. on Friday, November 3, 2018
is hereby approved is hereby approved in recognition of Yukoner
Appreciation Day.

Carried Unanimously

Corporate Services Committee

2018-22-04

It was duly moved and seconded
THAT the procurement process be waived for the infrastructure work
done to provide water and sewer service connections at 150 Keish
Street.

WAIVE PROCUREMENT
PROCESS FOR WORK AT
150 KEISH STREET

Carried Unanimously

City Planning Committee

2018-22-05

It was duly moved and seconded
THAT the proposed amendments to the Development Incentive
Policy be adopted as presented.

AMEND DEVELOPMENT
INCENTIVE POLICY

Carried Unanimously

2018-22-06

It was duly moved and seconded
THAT an exemption to the City Grant-making Policy's \$50,000 grant
cap be approved for all approved major development incentives, and
for all major development incentive applications for which development
permit applications were submitted as of October 1st, 2018.

APPROVE EXEMPTION
TO CITY GRANT-MAKING
POLICY

Carried Unanimously

A council member encouraged administration to bring the City Grant-
making Policy forward for review by the incoming council as soon as
reasonably possible after the election.

Discussion

City Operations Committee

2018-22-07

It was duly moved and seconded
THAT Administration is hereby authorized to waive the public bidding process for the supply of mid-life rebuilds for two transit buses; and
THAT Administration is hereby authorized to award the contract for the mid-life rebuild of two transit buses to Prevost (Richmond) for a net cost to the City not to exceed \$280,000 plus GST.

WAIVE BIDDING
PROCESS AND AWARD
CONTRACT FOR
TRANSIT BUS REBUILDS

Carried Unanimously

Community Services Committee

2018-22-08

It was duly moved and seconded
THAT Festival and Special Event Grant allocations for 2019 be approved as recommended by the evaluation committee, subject to funding from the 2019 budget.

Festival and Special Event Grant Allocations for 2019

All-City Band Society		
• Music for a Winter’s Eve	\$800.00	
Association Franco-Yukonnaise		
• Epluchette Corn Roast Community Event	\$1,500.00	
• In-Kind	\$1,528.05	
Chinese Canadian Association of Yukon		FESTIVAL AND SPECIAL
• 2019 Chinese New Year Celebration	\$1,000.00	EVENT GRANT
Kwanlin Dün Cultural Society		ALLOCATIONS FOR 2019
• National Indigenous Peoples Day	\$4,000.00	
Nakai Theatre Ensemble		
• Pivot Festival	\$2,500.00	
Queer Yukon Society		
• Yukon Pride 2019	\$3,200.00	
Royal Canadian Legion Branch 254		
• Canada Day Celebrations	\$5,000.00	
• In-Kind	\$3,104.10	

.../continued

2018-22-08 (Continued)

The Heart of Riverdale

- CypherFest Streetdance Festival \$6,000.00
- In-Kind \$1,722.00

Yukon Film Society

- Available Light Film Festival \$5,000.00
- In-Kind \$1,680.00

Yukon Literacy Coalition

- Family Literacy Day \$1,000.00
- In-Kind \$137.80

FESTIVAL AND SPECIAL
EVENT GRANT
ALLOCATIONS FOR 2019
(Continued)

Yukon Quest International Association Canada

- 36th Anniversary Start Week Events \$10,000.00
- In-Kind \$8,960.00

Yukon Sourdough Rendezvous Society

- Yukon Sourdough Rendezvous 2019 Festival \$10,000.00
- In-Kind \$22,374.85

Total Cash: \$50,000.00
Total In-kind: \$39,506.70

Carried Unanimously

Public Health and Safety Committee

There was no report from the Public Health and Safety Committee.

No Report

BYLAWS

2018-22-09

It was duly moved and seconded
THAT Bylaw 2018-31, a bylaw to authorize a lease agreement with
6169 NWT Ltd. for the operation of a hazardous waste facility at the
City's Waste Management Facility, having been read a first and second
time, now be given third reading.

BYLAW 2018-31
LEASE AGREEMENT
Hazardous Waste Facility
THIRD READING

Carried Unanimously

2018-22-10

It was duly moved and seconded
THAT Bylaw 2018-51, a bylaw to amend the Fees and Charges Bylaw
in accordance with third quarter updates, having been read a first and
second time, now be given third reading.

BYLAW 2018-51
FEES & CHARGES
AMENDMENT
THIRD READING

Carried Unanimously

2018-22-11

It was duly moved and seconded
THAT Bylaw 2018-52, a bylaw to authorize a lease agreement with
Alkan Air for the operation of a float plane base on Schwatka Lake,
having been read a first and second time, now be given third reading.

Carried Unanimously

BYLAW 2018-52

LEASE AGREEMENT
Alkan Air Float Plane Base

THIRD READING

2018-22-12

It was duly moved and seconded
THAT Bylaw 2018-53, a bylaw to authorize a lease agreement with
Steamboat Vending for the provision of vending services at the
Canada Games Centre, having been read a first and second time, now
be given third reading.

Carried Unanimously

BYLAW 2018-53

LEASE AGREEMENT
Steamboat Vending

THIRD READING

There being no further business, the meeting adjourned at 5:53 p.m.

ADJOURNMENT

Mayor

City Clerk

ADOPTED by resolution at Meeting #2018-

MINUTES of **SPECIAL** Meeting #2018-23 of the Council of the City of Whitehorse called for 5:30 p.m. on Monday, October 29, 2018, in Council Chambers, City Hall.

PRESENT: Mayor Dan Curtis
Councillors Dan Boyd
Laura Cabott
Jocelyn Curteanu
Samson Hartland
Stephen Roddick
Jan Stick

ALSO PRESENT: City Manager Linda Rapp
Director of Community and Recreation Services Lindsay Schneider
Director of Corporate Services Valerie Braga
Director of Development Services Mike Gau
Director of Infrastructure and Operations Peter O’Blenes
Manager of Business and Technology Systems Michael Reyes
Manager of Engineering Services Wayne Tuck
Manager of Legislative Services Catherine Constable
Acting Manager of Bylaw Services Doug Spencer
Acting Manager of Parks and Community Development Landon Kulych
Acting Manager of Strategic Communications Gaelle Wells
Assistant City Clerk Norma Felker

GUESTS: Justice of the Peace Steven Smyth
Piper Patrick Ross
Whitehorse Fire Department Honour Guard

The meeting was called to order at 5:30 p.m.

CALL TO ORDER

The Manager of Legislative Services introduced the newly elected Mayor and members of the 2018 to 2021 municipal council

INTRODUCTIONS

Justice of the Peace Steven Smyth conducted the swearing-in ceremony, which saw the Mayor and each Councillor take the Oath of Office and then simultaneously cite the Oath of Allegiance and the Oath of Athens

SWEARING IN CEREMONY

Each Council member signed their official documents and the Mayor was presented with the Chain of Office.

2018-23-01

It was duly moved and seconded
THAT Deputy Mayor appointments for the first year of this council's term
of office be approved as follows:

Councillor Samson Hartland	October 30 to December 31, 2018	
Councillor Stephen Roddick	January 1 to February 28, 2019	DEPUTY MAYOR
Councillor Dan Boyd	March 1 to April 30, 2019	APPOINTMENTS
Councillor Laura Cabott	May 1 to June 30, 2019	
Councillor Jocelyn Curteanu	July 1 to August 31, 2019	
Councillor Jan Stick	September 1 to October 31, 2019	

Carried Unanimously

2018-23-02

It was duly moved and seconded
THAT Reserve Deputy Mayor appointments for the first year of this
council's term of office be approved as follows:

Councillor Stick	October 30, 2018 to April 30, 2019	RESERVE
Councillor Hartland	May 1 to October 31, 2019	DEPUTY MAYOR

Carried Unanimously

2018-23-03

It was duly moved and seconded
THAT Standing Committee Chair and Vice-Chair appointments be
approved as follows for the period from October 30, 2018 to October 31,
2019:

<u>Committee</u>	<u>Chair</u>	<u>Vice-Chair</u>	
Corporate Services	Councillor Hartland	Councillor Cabott	STANDING
City Planning	Councillor Roddick	Councillor Stick	COMMITTEE
Development Services	Councillor Cabott	Councillor Boyd	CHAIR & VICE-CHAIR
City Operations	Councillor Boyd	Councillor Hartland	APPOINTMENTS
Community Services	Councillor Stick	Councillor Curteanu	
Public Health and Safety	Councillor Curteanu	Councillor Roddick	

Carried Unanimously

Mayor Curtis thanked the members of past councils for their service and welcomed new and returning council members. He identified some of the challenges and opportunities awaiting this council during their term of office.

MAYOR'S REMARKS

There being no further business, the meeting adjourned at 6:10 p.m.

ADJOURNMENT



City Budget Committee

Date	Tuesday, November 13, 2018
Location	Council Chambers, City Hall
Committee Members	Mayor Dan Curtis Councillor Dan Boyd Councillor Laura Cabott Councillor Jocelyn Curteanu Councillor Samson Hartland Councillor Stephen Roddick Councillor Jan Stick
Staff	Linda Rapp, City Manager Lindsay Schneider, Director of Community and Recreation Services Valerie Braga, Director of Corporate Services Mike Gau, Director of Development Services Peter O'Blenes, Director of Infrastructure and Operations Brittany Dixon, Manager of Financial Services

1. 2019 to 2022 Capital Expenditure Program

The Mayor will present the Budget Address for the 2019 to 2022 Capital Expenditure Program.

The Capital Budget Bylaw will be distributed at the meeting on Tuesday, November 13, 2018.



Minutes of the meeting of the Public Health and Safety Committee

Date	November 5, 2018
Location	Council Chambers, City Hall
Committee Members Present	Councillor Jocelyn Curteanu – Chair Councillor Stephen Roddick – Vice Chair Mayor Dan Curtis Councillor Dan Boyd Councillor Laura Cabott Councillor Samson Hartland Councillor Jan Stick
Staff Present	Linda Rapp, City Manager Lindsay Schneider, Director of Community and Recreation Services Mike Gau, Director of Development Services Peter O’Blenes, Director of Infrastructure and Operations Catherine Constable, Manager of Legislative Services Doug Spencer, Acting Manager of Bylaw Services Michael Reyes, Manager of Business and Technology Systems Norma Felker, Assistant City Clerk

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

1. Safe Ride Home Program – For Information Only

Daniel Mackenzie addressed the Committee to advise that the Free the Beat Foundation has purchased a bus that it plans to use to provide a safe ride home program. The plan is to operate the bus between 10:00 p.m. and 4:00 a.m. on Fridays and Saturdays with the fare being on a donation basis. Mr. Mackenzie explained that he is not looking for funding but rather for overall support from the City to help make the program work. He also suggested that a future endeavour of the Foundation is the creation of a safe injection site.

In response to a query from Council members, the City Manager suggested that Mr. Mackenzie meet with her so that she may provide the best direction for assistance from the City.

2. Christmas Food for Fines Program

Councillor Cabott declared a conflict of interest with respect to this issue and left Council Chambers during discussion of the matter.

To demonstrate goodwill and community spirit, Bylaw Services is once again proposing a Food for Fines program for the 2018 Christmas season as a means of contributing to citizens who are less fortunate. The Food for Fines program has operated successfully for ten consecutive years. For the past three years the program has provided food for the Food Bank and Kaushee's Place.

The program would allow the option of donating food items in lieu of ticket payments for persons who receive tickets for parking meter or two-hour zone violations between December 1st and 8th this year. Non-perishable food items will be accepted in lieu of ticket payments as long as the value of the food items contributed is equal to or greater than the value of the ticket.

This initiative will require promotional support and advertising in order to obtain full participation from the public. Early approval is being requested to allow for successful communication and results.

The recommendation of the Public Health and Safety Committee is

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.

Councillor Cabott returned to Council Chambers.



Minutes of the meeting of the Development Services Committee

Date	November 5, 2018
Location	Council Chambers, City Hall
Committee Members Present	Councillor Laura Cabott – Chair Councillor Dan Boyd – Vice Chair Mayor Dan Curtis Councillor Jocelyn Curteanu Councillor Samson Hartland Councillor Stephen Roddick Councillor Jan Stick
Staff Present	Linda Rapp, City Manager Lindsay Schneider, Director of Community and Recreation Services Mike Gau, Director of Development Services Peter O’Blenes, Director of Infrastructure and Operations Catherine Constable, Manager of Legislative Services Michael Reyes, Manager of Business and Technology Systems Norma Felker, Assistant City Clerk

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

1. Social Development Strategy – For Information Only

Scott Etches addressed the Committee to request that Council direct their focus to social issues as much as possible.



Minutes of the meeting of the Corporate Services Committee

Date	November 5, 2018
Location	Council Chambers, City Hall
Committee Members Present	Councillor Samson Hartland – Chair Councillor Laura Cabott – Vice-Chair Mayor Dan Curtis Councillor Dan Boyd Councillor Jocelyn Curteanu Councillor Stephen Roddick Councillor Jan Stick
Staff Present	Linda Rapp, City Manager Lindsay Schneider, Director of Community and Recreation Services Mike Gau, Director of Development Services Peter O’Blenes, Director of Infrastructure and Operations Catherine Constable, Manager of Legislative Services Michael Reyes, Manager of Business and Technology Systems Norma Felker, Assistant City Clerk

Your Worship, there is no report from the Corporate Services Committee



Minutes of the meeting of the City Planning Committee

Date November 5, 2018

Location Council Chambers, City Hall

**Committee
Members
Present** Councillor Stephen Roddick – Chair
Councillor Jan Stick – Vice Chair
Mayor Dan Curtis
Councillor Dan Boyd
Councillor Jocelyn Curteanu
Councillor Laura Cabott
Councillor Samson Hartland

**Staff
Present** Linda Rapp, City Manager
Lindsay Schneider, Director of Community and Recreation Services
Mike Gau, Director of Development Services
Peter O'Blenes, Director of Infrastructure and Operations
Catherine Constable, Manager of Legislative Services
Michael Reyes, Manager of Business and Technology Systems
Norma Felker, Assistant City Clerk

Your Worship, there is no report from the City Planning Committee



Minutes of the meeting of the City Operations Committee

Date	November 5, 2018
Location	Council Chambers, City Hall
Committee Members Present	Councillor Dan Boyd – Chair Councillor Samson Hartland – Vice Chair Mayor Dan Curtis Councillor Laura Cabott Councillor Jocelyn Curteanu Councillor Stephen Roddick Councillor Jan Stick
Staff Present	Linda Rapp, City Manager Lindsay Schneider, Director of Community and Recreation Services Mike Gau, Director of Development Services Peter O’Blenes, Director of Infrastructure and Operations Catherine Constable, Manager of Legislative Services Michael Reyes, Manager of Business and Technology Systems Richard Graham, Manager of Operations Norma Felker, Assistant City Clerk

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

1. Budget Amendment and Contract Award – Supply of Pickup Trucks

The 2018 capital budget includes funding for the purchase of two 4-wheel drive flat deck pickup trucks. One is a replacement unit and the second is required to support landfill operations. Two bids were received in response to the tender issued, and the low bidder meets all tender specifications. Council approval is required to amend the budget by adding \$8,000 to the project budget, funded by the Gas Tax program.

The recommendation of the City Operations Committee is

THAT the 2018 to 2021 capital expenditure program be amended by increasing 2018 project #320c00218 in the amount of \$8,000.00, funded by the Gas Tax program, to cover additional costs; and

THAT Council authorize Administration to award the contract for the supply of two 4-wheel drive flat deck pickup trucks to Whitehorse Motors Ltd. for a net cost to the City of \$123,158.68 plus GST.



Minutes of the meeting of the Community Services Committee

Date	November 5, 2018
Location	Council Chambers, City Hall
Committee Members Present	Councillor Jan Stick – Chair Councillor Jocelyn Curteanu – Vice Chair Mayor Dan Curtis Councillor Dan Boyd Councillor Laura Cabott Councillor Samson Hartland Councillor Stephen Roddick
Staff Present	Linda Rapp, City Manager Lindsay Schneider, Director of Community and Recreation Services Mike Gau, Director of Development Services Peter O’Blenes, Director of Infrastructure and Operations Catherine Constable, Manager of Legislative Services Michael Reyes, Manager of Business and Technology Systems Krista Mroz, Manager of Recreation and Facility Services Keri Rutherford, Program Manager, Recreation Services Norma Felker, Assistant City Clerk

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

1. Fall Recreation Grant Allocations

The Recreation Grant Task Force reviewed 11 applications for fall recreation grants in accordance with the Recreation Grant Policy. Ten applications were eligible for funding under the provisions of the policy. The Task Force recommended that Administration work with the unsuccessful applicant to assist with future applications for grant funding.

The recommendation of the Community Services Committee is

THAT the allocation of \$36,000.00 for Category 1 Recreation Grants be approved as recommended by the Recreation Grant Task Force, 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.

2. Lease Agreement – Takhini Arena Concession Services

In August 2018 the City issued a request for expressions of interest with respect to the supply of concession services at Takhini Arena. Four companies picked up the documents, but only one proposal was received. The review committee agreed that the proposal meets all requirements to perform the services. The proposed lease is for a term to expire in 2021 and includes a renewal option.

The recommendation of the Community Services Committee is

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.

3. Whitehorse South Trail Plan Update – For Information Only

In response to a query from a Committee member, Administration advised that work on the Whitehorse South Trail Plan will start again shortly. All of the community associations in the area will be contacted in order to insure that they have input into the trail plan process. A Committee member requested that the community contacts include neighbourhoods where community associations are not yet organized.

November 13, 2018 Regular Council Meeting

Council Member Appointments – Ad Hoc Committees

SUGGESTED WORDING FOR RESOLUTION

I MOVE THAT the following council member appointments to ad hoc committees be approved

Arctic Winter Games 2020 Host Society	Councillor Hartland
Association of Yukon Communities	Councillor Curteanu Councillor Stick
Crime Stoppers	Mayor Curtis
Whitehorse Chamber of Commerce	Councillor Cabott
Whitehorse Housing Advisory Board	Councillor Roddick

TO MAYOR AND COUNCIL

This suggested wording has been prepared as a guide to assist you. It may not reflect Council members' opinion on this matter.

November 13, 2018 Regular Council Meeting

Council Member Appointments to Special Committees

SUGGESTED WORDING FOR RESOLUTION

I MOVE THAT the following council member appointments to special committees be approved:

Budget Committee	Mayor and all Council
City Manager’s Evaluation Committee	Mayor and all Council
Emergency Measures Commission	Mayor and current Deputy Mayor

TO MAYOR AND COUNCIL

This suggested wording has been prepared as a guide to assist you. It may not reflect Council members’ opinion on this matter.

November 13, 2018 Regular Council Meeting

Staff Appointments to Ad Hoc Committees

SUGGESTED RESOLUTION

I MOVE THAT the following staff appointments to ad hoc committees be approved:

Arctic Winter Games 2020 Host Society

City Manager

Director, Community and Recreation Services

Planning Group on Homelessness

Director, Development Services

Reciprocal Insurance Exchange

Director, Corporate Services

Manager, Financial Services

Yukon Energy Partners

Glenda Koh

Yukon Housing Action Plan Implementation Committee

Mélo die Simard

TO MAYOR AND COUNCIL

This suggested wording has been prepared as a guide to assist you. It may not reflect Council members' opinion on this matter.

November 13, 2018 Regular Council Meeting

Changes to 2019 Meeting Schedule

SUGGESTED RESOLUTION

I MOVE THAT the following changes be made to the 2019 meeting schedule:

1. The Standing Committee meetings scheduled for May 6th, May 21st and June 3rd are re-scheduled to April 29th, May 13th and May 27th respectively, and the Regular Council meetings scheduled for May 13th and May 27th are rescheduled to May 6th and May 21st respectively to accommodate council member attendance at the Federation of Canadian Municipalities Annual Conference in Quebec City;
2. The Standing Committee meeting scheduled for August 5th is re-scheduled to July 29th, the Regular Council meeting scheduled for August 12th is re-scheduled to August 5th, and the second meeting cycle in August is cancelled to allow for a summer recess; and
3. The second meeting cycle in December is cancelled to allow for a Christmas recess.

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 precluded 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 mopping, 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.

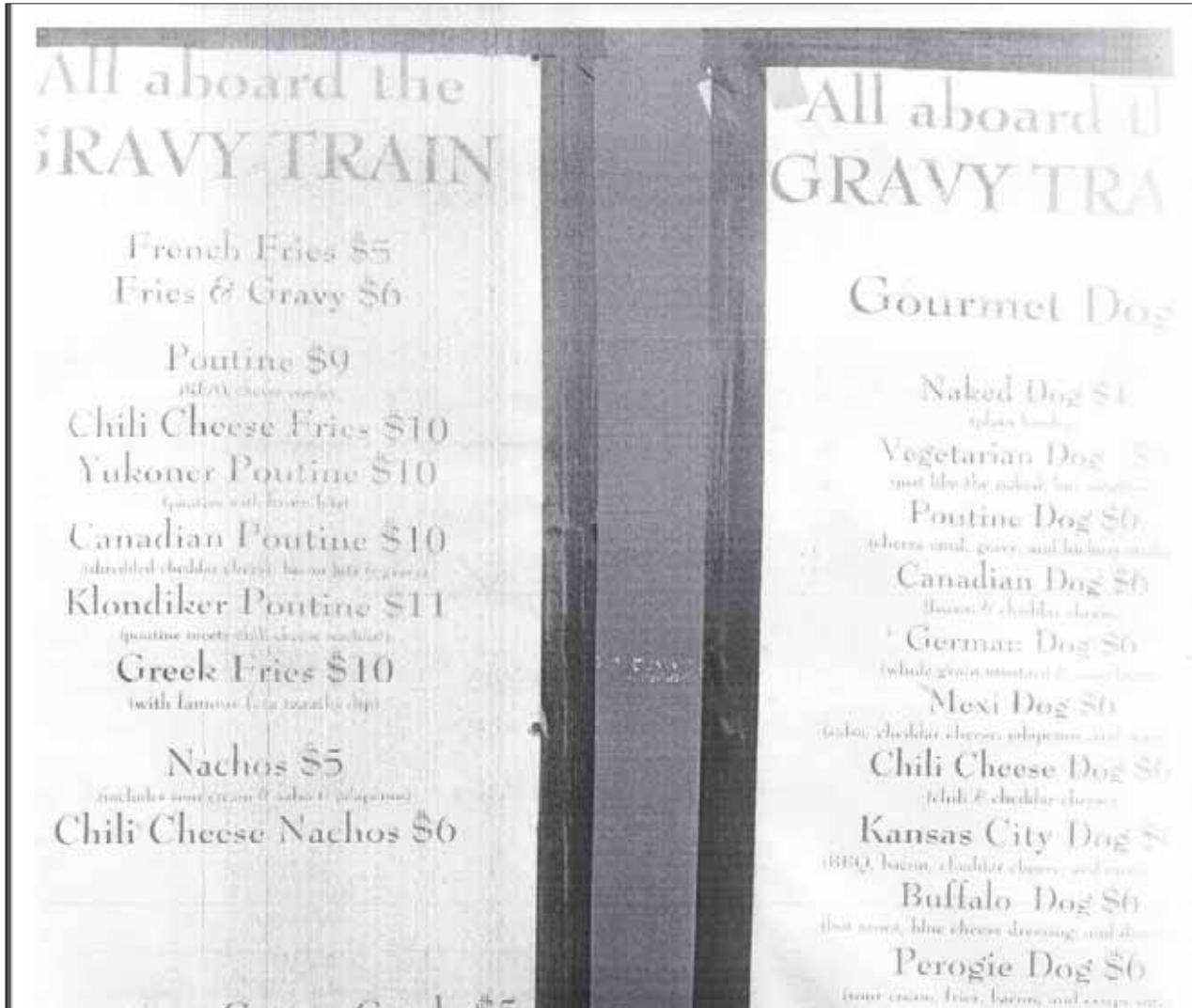
A.7 Lost Sales.

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)



CITY OF WHITEHORSE

BYLAW 2018-58

A bylaw to adopt a capital expenditure program for the years 2019 to 2022

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

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

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

1. The 2019 to 2022 capital expenditure program attached hereto as Appendix “A” and forming part of this bylaw is hereby adopted.
2. No expenditure may be made that is not provided for in the 2019 to 2022 capital expenditure program unless such expenditure is approved as follows:
 - (1) By resolution of council to a maximum expenditure of \$500,000.00; or
 - (2) By bylaw for expenditures in excess of \$500,000.00.
3. Expenditures authorized in accordance with sections 2(1) and 2(2) of this bylaw that result in an increase in total expenditures above what was approved in the capital expenditure program may be subsequently approved through an umbrella bylaw at year end.
4. The Director of Corporate Services is hereby authorized to re-allocate funds between approved capital projects to a maximum expenditure of \$100,000.00.
5. A list of potential capital projects subject to confirmation of funding is attached hereto as Appendix “B” and forms part of this bylaw.
 - (1) Capital projects listed in Appendix “B” of this bylaw may be added to the approved capital expenditure program upon approval of the specific external funding agreement for such project, whether such agreement is approved by resolution of council or by the City Manager.

Capital Budget Bylaw 2018-58

6. Capital projects added to the approved capital expenditure program in accordance with section 5(1) of this bylaw may be subsequently approved through an umbrella bylaw at year end.

7. This bylaw shall come into full force and effect on January 1, 2019.

FIRST READING:

PUBLIC NOTICE:

PUBLIC INPUT:

SECOND READING:

THIRD READING and ADOPTION:

Dan Curtis, Mayor

Norma L. Felker, Assistant City Clerk

CITY OF WHITEHORSE

BYLAW 2018-58

Appendices “A” and “B” to the Capital Budget Bylaw will be distributed at the start of the regular council meeting on Tuesday, November 13, 2018.