

CITY OF WHITEHORSE – STANDING COMMITTEES

Tuesday, May 20, 2025 – 5:30 p.m.

Council Chambers, City Hall

CALL TO ORDER

ADOPTION OF AGENDA

PROCLAMATIONS

DELEGATIONS Tory Russell, Yukoners Concerned – Water Security

PUBLIC HEALTH AND SAFETY COMMITTEE – *Councillors Middler and Boyd*

1. New Business

CORPORATE SERVICES COMMITTEE – *Councillors Boyd and Melnychuk*

1. Civility Policy Amendments
2. New Business

CITY PLANNING COMMITTEE – *Councillors Morris and Middler*

1. Public Hearing Report – Zoning Amendment – Airport Approach Light Towers
2. New Business

DEVELOPMENT SERVICES COMMITTEE – *Councillors Gallina and Hamilton*

1. New Business

CITY OPERATIONS COMMITTEE – *Councillors Melnychuk and Morris*

1. New Business

COMMUNITY SERVICES COMMITTEE – *Councillors Hamilton and Gallina*

1. Lease Agreement – Frank Slim Building Concession Services
2. Trail Maintenance Policy Updates
3. Trail Development Policy Updates
4. New Business

CITY OF WHITEHORSE
PUBLIC HEALTH AND SAFETY COMMITTEE
Council Chambers, City Hall



Chair: Anne Middler

Vice-Chair: Dan Boyd

May 20, 2025

Meeting #2025-10

-
1. New Business

CITY OF WHITEHORSE
CORPORATE SERVICES COMMITTEE
Council Chambers, City Hall



Chair: Dan Boyd

Vice-Chair: Eileen Melnychuk

May 20, 2025

Meeting #2025-10

-
1. Civility Policy Amendments
Presented by Valerie Braga, Director of Corporate Services
 2. New Business

ADMINISTRATIVE REPORT

TO:	Corporate Services Committee
FROM:	Administration
DATE:	May 20, 2025
RE:	Civility Policy Amendments

ISSUE

Adoption of proposed amendments to the Civility Policy.

REFERENCES

- [*Canadian Charter of Rights and Freedoms s.2\(b\)*](#)
- [*Municipal Act*](#)
- [*Council Procedures Bylaw 2021-12*](#)
- Proposed Revised Civility Policy (Attachment 1)

HISTORY

The *Municipal Act* section 210 requires that Council establish a Procedures Bylaw. The Civility Policy complements the Procedures Bylaw by focusing on the conduct of citizen participants at Council meetings.

This Policy outlines the City of Whitehorse's commitment to civility and to provide a safe, healthy, respectful, and positive environment for Council Members, City staff, volunteers, participants, and citizens during meetings of or with Council.

The current policy, passed in 2024, was challenged as being contrary to s.2(b) of the *Charter*. Administration reviewed the policy and is proposing changes to address the identified areas of concern.

ALTERNATIVES

1. Approve amendments to the Civility Policy; or
2. Refer the matter back to Administration.

ANALYSIS

The original purpose of the policy was to outline the City's commitment to Civility and to provide a safe and respectful environment for those participating in meetings with Council. The revisions made to the policy continue to support this intent, while also providing greater clarity to meeting participants on appropriate behaviours. It empowers Council, through the Presiding Officer, to respond to inappropriate conduct. Further, when used in conjunction with the Council Procedures Bylaw, the revised policy gives Council additional tools to operate effective, productive and civil meetings.

ADMINISTRATIVE RECOMMENDATION

THAT Council approve the amendments to the Civility Policy.

COUNCIL POLICY



CIVILITY POLICY

Policy Number:	2024-07
Approved by:	Council Resolution <u>2024-14-08</u>
Effective date:	August 12, 2024
Department:	Legislative Services

PURPOSE

The purpose of this policy is to outline the City of Whitehorse's commitment to Civility and to provide a safe, healthy, respectful, and positive environment for Council, ~~City staff~~ Administration, volunteers, and citizens during meetings of, or with, Council.

POLICY STATEMENTS

The City of Whitehorse ("the City") aims to ensure everyone is treated with dignity, respect, and Civility at its meetings.

Civility ensures people's safety, well-being, and the effective use of time at meetings with Council by citizens, Council, and ~~City staff~~ Administration to promote a safe, respectful, violence and harassment-free work environment.

This policy recognizes each citizen's right to freedom of thought, belief, opinion, and expression as provided by the *Canadian Charter of Rights and Freedoms* and the *Human Rights Act*. The policy also recognizes the need to balance those rights with reasonable limits to maintain a safe, productive, and harassment-free workplace for Council and ~~City staff~~ Administration.

SCOPE

This policy applies to interactions taking place at meetings with Council.

DEFINITIONS

"Administration" means the employees of the City.

"Censure" means to express disapproval.

"Civility" includes the behaviours that reinforce mutual respect in society including the workplace. Civility reflects concern for others and is usually demonstrated through manners, courtesy, politeness, and a general awareness of the rights, wishes, concerns, and feelings of others.

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

"Hate Speech" includes all forms of expression and devices used to expose individuals and groups to hatred and which bear hallmarks of hate, including but not limited to emotions and feelings involving extreme ill will towards another person or groups of persons.

~~"Microaggressions" means a comment or action that subtly and often unconsciously or unintentionally expresses a prejudiced attitude towards a member of a marginalized group.~~

"Participant" means a citizen or other individual who attends a meeting of Council; it does not include a Council Member.

"Physical Attack" includes, but is not limited to, actions such as hitting, shoving, pushing or kicking, or throwing objects.

"Presiding Officer" means the Mayor, Deputy Mayor, or Committee Chairperson who presides over Council and/or Committee Meetings.

"Sanction" means to impose a penalty upon a Participant. This may include removal from a meeting for a period of time, removal from a meeting for the balance of the meeting, and/or other actions, including legal proceedings.

"Prohibited Sign" includes any sign, placard, banner, written message or logo on any media that may be visible to the Council, to ~~members of the gallery~~ Participants, or to viewers on video broadcasting devices, which exceeds 420279 X 594432 mm in size, and/or which displays content which contains Hate Speech or has language, statements, or imagery that contain Written Threats or is likely to incite violence.

"Threatening Behavior" includes actions such as shaking fists, destroying public or private property, or throwing objects.

"Venue" means the room in which Council conducts public meetings and includes any ancillary rooms connected to the main meeting room.

"Verbal Abuse" includes ~~yelling, shouting, swearing, name-calling, insults, condescending language, or~~ oral comments that violate the prohibited grounds sections of the Canadian *Human Rights Act* or the Yukon *Human Rights Act* and/or language that promotes criminal or illegal activities, contains Hate Speech, incites violence, and/or ~~makes accusations, or~~ contains libellous or ~~insulting, discriminatory, or offensive language comments~~ directed to Council, Administration, ~~members of the public~~ Participants, or identifiable groups.

"Verbal or Written Threats" includes any expression of an intent to inflict harm.

PARTICIPANT'S ATTIRE

Participants at meetings with Council are encouraged to ~~choose~~ participate at Council meetings with any attire, including that which promotes personal expression. All attire at Council meetings should ~~that~~ reflects respect for Council, the meeting process, and all other Participants. and the role of municipal Council. The Presiding Officer may ask Participants to remove or cover up attire if, in their reasonable opinion, such attire ~~Attire, including buttons, non-religious headwear, pins, or other items, is not appropriate if, in the opinion of the Presiding Officer, it~~ has language, statements, or imagery that is discriminatory or offensive, or contains Hate Speech, Written Threats, is likely to incite violence, and/or contains libellous or insulting comments directed to Council, Administration, other Participants ~~members of the public, or identifiable groups. is detrimental, discriminatory, offensive, profane, racial, sexist, violent, or vulgar. Participants shall remove or cover up anything that is held to be disrespectful when directed by the Presiding Officer.~~

COUNCIL VENUE SCENT-SENSITIVITY

Participants are encouraged to consider others may be scent sensitive.

PARTICIPATING AT COUNCIL MEETINGS

Individuals wishing to attend or participate in Council meetings, including Regular Council, Standing Committee and Special Meetings of Council shall comply with the relevant portions of the Council Procedures Bylaw.

Council's expectation is that Participants' interaction with Council and others is grounded in Civility. Participants are encouraged to observe Council meetings and to engage with Council as delegates as detailed in the Council Procedures Bylaw.

Participants are to refrain from ~~Microaggressions (where such a Microaggression has been expressly identified by a Member of Council and/or the Presiding Officer in the meeting and Participants have been formally requested by the Presiding Officer to cease from using the identified Microaggression in the meeting),~~ Physical Attacks, Threatening Behavior, Verbal Abuse, and from making Verbal or Written Threats.

No Participants shall be permitted to bring Prohibited Signs into the Venue where Council is meeting at any time. If the Presiding Officer has reasonable grounds to believe that a Participant's sign is a Prohibited Sign, they may require that the Prohibited Sign be left outside of the meeting Venue. ~~Any persons attempting to bring a sign into a Council meeting will initially be asked to leave the sign outside of the meeting venue. If a person refuses to leave their sign outside the venue, they will be asked to leave the building.~~

Signage brought into the Venue where Council is meeting may be displayed (i.e., held up or otherwise made visible to Council Members, Administration, or other Participants)

if held by a Participant in such a way that it does not interfere with the view of any Participant; or interfere with the view of any Council Member or Administration's view of the gallery; or interfere with the City's audio, visual, or transcription equipment used to record the meeting. Participants, including their signs, must not encroach into the personal space of others in attendance. Signage brought into the Venue that relates to a matter that is the subject of a public hearing session of a meeting agenda, may be displayed until the public hearing has been declared closed. For clarity, and in order for Council, in accordance with the Municipal Act and the Council Procedures Bylaw, to ensure they are not receiving any new information or submissions following a public hearing or delegation session, once a public hearing session is declared closed, no Participants shall display any signage unless expressly authorized by the Presiding Officer.

Following the provisions of the Council Procedures Bylaw, Participants at Council meetings are permitted to speak to Council as a whole during the Delegation portion of the agenda. Participants are to refrain from comment, conversation, applause, other noise-making activities, waving, or other activities that may interfere with or disrupt the proceedings or the recording of meetings. Participants are not permitted to move or rearrange furniture; cross the stanchions; stand, sit, or otherwise occupy a space where they block emergency exit routes; or interfere with any of the audio, visual, or transcription equipment ~~video, audio recording or transcription devices~~. When the Venue reaches its maximum capacity, Participants will be asked to wait outside the Venue until space becomes available.

The Presiding Officer is tasked with ensuring the orderly conduct of meetings. ~~City staff~~ Administration will ensure that the Presiding Officer has the support necessary for the orderly conduct of meetings, which may include arranging for Peace Officers or other support services to be available.

Participants may leave the visitors' area at any time as long as they do not disrupt the proceedings of the meeting or interfere with the City's audio, ~~visual, or~~ transcription equipment used to record the meeting. Participants may use electronic devices as long as the devices do not generate disruptive noise or light while Council is in session, and do not interfere with the City's audio, visual, or transcription equipment used to record the meeting.

WRITTEN MATERIALS

The Presiding Officer or Administration may discard or refuse to distribute any document provided by a Participant if they have reasonable grounds to believe that the written material includes content which violates the Canadian Human Rights Act or the Yukon Human Rights Act, contravenes the Council Procedures Bylaw, contains Hate Speech, Written Threats or incites violence, or contains libellous, discriminatory or offensive language directed to Council, Administration, or members of the public. If written materials are not ~~distribution of it in an open and public forum may be~~

~~inappropriate. This includes any document that violates the prohibited grounds sections of the Canadian Human Rights Act or the Yukon Human Rights Act, contravenes the Council Procedures Bylaw, promotes criminal or illegal activities, makes accusations, or contains libellous or insulting language directed to Council, Administration, members of the public, or identifiable groups. Even if the documentation is not~~ accepted for distribution in an open forum, the Presiding Officer, Council or the City Manager may direct that Administration follow up for further review and consideration of the written materials and, if appropriate, to redirect the written materials for proper consideration by Council.

ENFORCEMENT

This policy will be enforced in a respectful and educational manner. A Participant may be Censured or Sanctioned for violating the Council Procedures Bylaw or this policy.

Censure

A Participant may be Censured when they:

- (1) Shout or immoderately raise their voice, or use offensive ~~or vulgar or profane language~~discriminatory language, engage in Hate Speech, ~~physical~~Physical Attacks or ~~threatening~~Threatening Behavior; or
- (2) Speak on matters other than the matter on the floor; or
- (3) Make ~~disparaging or personal~~discriminatory, offensive or -commentslibellous comments about any Participant, ~~Person, staff member, City a~~Administration Administration, or Member of Council Members, - volunteer, -citizen, persons, group or business; or
- (4) Refuse to abide by the direction of the Presiding Officer pursuant to the express provisions of this policy; or
- (5) Otherwise violate any part of this policy.

The Presiding Officer ~~will~~may Censure ~~inappropriate the above behaviour~~comments by a Participant; issue a verbal warning; and the City Manager will have staff provide the Participant with a copy of this policy before taking further action. A warning will clearly identify the ~~disruptive~~Censured behavior and outline potential consequences should such behavior persist.

If a Participant chooses to continue actions contrary to the above, the Presiding Officer may enact Sanctions.

Sanctions

Where a Participant displays behavior that ~~is not civil~~contravenes this policy at a Council meeting and the behavior persists after a verbal warning by the Presiding Officer, the Presiding Officer ~~will~~may request the Participant temporarily leave the venue, and the City Manager will have staff provide the Participant with an opportunity to regain their composure and reflect on their ~~treatment of Council, City staff or other~~

~~citizens~~ conduct contravening this policy. If the Participant is presenting to Council and is asked to leave temporarily, the Participant may not resume their presentation at that meeting. If the Participant is able to regain their composure and confirm to the Presiding Officer that they will not engage in any further conduct in contravention of this policy, they may be permitted to return to Council Chambers to observe the rest of the meeting, provided they refrain from any further behavior that contravenes this policy ~~is not civil~~.

Persistent or Threatening Behavior

If a Participant's behavior is threatening, intimidating, consists of a Physical Attack, Hate Speech, or of a persistent and disruptive nature, the Presiding Officer may suspend proceedings. The Presiding Officer or the City Manager may request the presence of a Peace Officer to assist in asserting control of the meeting. In the event of a major disruption the Presiding Officer may choose to resume or adjourn the meeting in their discretion.

Where the behavior of any individual attending the meeting is of a Physical Attack, violent, threatening or illegal nature, the R.C.M.P. may be called. Additional Sanctions may be taken such as legal action or denial of entry to subsequent meetings.

Repeated Violations

Should a citizen persist in violating the Council Procedures Bylaw or this policy and should the Presiding Officer have reasonable grounds to believe the citizen will again engage in disruptive, violent, threatening or illegal behavior, Council may direct that the citizen be denied entry into the meeting venue at a subsequent meeting or meetings, provided that the citizen be provided with an opportunity to be heard in writing prior to any such decision being made by Council.

The Presiding Officer may request that a Peace Officer attend the meeting to assist in addressing ~~uncivil behavior~~ conduct which contravenes this policy.

APPEAL OF PRESIDING OFFICER’S DECISION

While a Participant may object to a decision of the Presiding Officer, only a Member of Council may appeal a decision made by the Presiding Officer at that Meeting. A Member of Council wishing to appeal the Presiding Officer’s decision must raise the objection promptly at the Meeting when the original decision was made and the Presiding Officer shall cause the appeal to be voted upon by the other Members present before proceeding with further business.

CONDUCT OF COUNCIL

Council’s behavior is governed by the Council Procedures Bylaw including Appendix “C”, Code of Conduct For Council Members.

CONDUCT OF ~~CITY STAFF~~ ADMINISTRATION

Addressing the conduct of ~~staff members~~Administration is the responsibility of the City Manager as per S.8.4 of the City Manager Bylaw.

FORCE AND EFFECT

This policy shall come into full force and effect upon adoption by Council.

SUPPORTING REFERENCES

Canadian Charter of Rights and Freedoms (s. 2, “Fundamental Freedoms”)

Canadian Human Rights

Act Yukon Human Rights

Act Municipal Act

Council Procedures Bylaw

History of Amendments

<u>Date of Council Decision</u>	<u>Reference (Resolution #)</u>	<u>Description</u>

CITY OF WHITEHORSE
CITY PLANNING COMMITTEE
Council Chambers, City Hall



Chair: Lenore Morris

Vice-Chair: Anne Middler

May 20, 2025

Meeting #2025-10

-
1. Public Hearing Report – Zoning Amendment – Airport Approach Light Towers
Presented by Mélodie Simard, Manager, Planning and Sustainability
Services
 2. New Business

ADMINISTRATIVE REPORT

TO: City Planning Committee
FROM: Administration
DATE: May 20, 2025
RE: Public Hearing Report – Zoning Amendment – Airport Approach Light Towers

ISSUE

Public Hearing Report on a bylaw to amend the zoning of City owned Lot 1267, Quad 105D/11, municipally known as 100 Robert Service Way, and approximately 2.24 ha of adjacent Commissioner's land, from PS – Public Service to PSx – Public Service (modified), to allow for the installation of airport approach light towers up to 60 m in height.

REFERENCES

- [Zoning Bylaw 2012-20](#)
- [Whitehorse 2040 Official Community Plan](#)
- Location Map (Attachment 1)
- Proposed Bylaw 2025-16 (Attachment 2)

HISTORY

An application was received on behalf of the Government of Yukon (YG) to rezone 100 Robert Service Way, and a 2.24 ha parcel of adjacent Commissioner's land (Attachment 1), from PS – Public Service to PSx – Public Service (modified), to allow for the construction of airport approach light towers of up to 60 m in height.

Bylaw 2025-16 received First Reading on February 24, 2025. Public hearing notifications were sent out in accordance with the Zoning Bylaw 2012-20, including:

- Newspaper advertisements were posted in the Yukon News on March 7 and 14, 2025;
- Email notifications were sent to Kwanlin Dün First Nation, Ta'an Kwäch'än Council, Government of Yukon Land Management Branch, and the Yukon Cross Country Motorcycle Association (YCCMA);
- Notifications were delivered to property owners within 100 m of the subject site; and
- One notice sign was placed on the subject site, while another was placed at the intersection of Ward Road and Robert Service Way.

A public hearing for this item was held on March 24, 2025. One person spoke to the amendment at the public hearing and no written input submissions were received.

ALTERNATIVES

1. Proceed with the second and third readings under the bylaw process; or
2. Do not proceed with the second and third readings.

ANALYSIS

A YCCMA representative spoke to the amendment at the public hearing and expressed concerns about the proposed development's impact on access to the motorcycle tracks during construction. They noted that they were informed by the project contractor that the track would be unavailable during the construction of the approach light towers.

Following the Public Hearing, the applicant met with the YCCMA representative and City staff for a site walk-through to discuss tower access, construction logistics, and potential impacts on the track. As a result of this meeting, adjustments were made to the construction plan to address concerns. YG, the project contractor, and YCCMA have agreed to following conditions:

1. A construction limits fence will be installed for public safety;
2. YCCMA will be notified one week prior to the closure of the tracks for the installation of the tower;
3. The road will be moved 5 m south to allow the rebuild of the kid track;
4. Once construction is complete, the track will be rebuilt to the same standard;
5. Material (clay, silt sand mix) from the Airport cut will be used to rebuild the track; and
6. If construction is not complete, construction will stop for one day in September for a YCCMA race.

The zoning of the subject site currently allows aviation-related public infrastructure to a maximum height of 20 m. The Airport approach light towers are considered critical infrastructure. As such, grading and foundation work has begun so that airport service levels are not impacted by project delays.

ADMINISTRATIVE RECOMMENDATION

THAT Council direct that Bylaw 2025-16, a bylaw to amend the zoning of 100 Robert Service Way, and 2.24 ha of adjacent Commissioner's land, from PS – Public Service to PSx – Public Service (modified), be brought forward at second and third reading under the bylaw process.



DATE:
2/6/2025 4:53 PM

FILE:
Z-10-2024 - Airport Approach
Light Towers



Subject Site

CITY OF WHITEHORSE - PLANNING AND SUSTAINABILITY SERVICES

Zoning Bylaw Amendment

A proposal to amend the zoning of 100 Robert Service Way as well as 2.24 ha of vacant Commissioner's land from PS - Public Service to PSx(x) - Public Service modified to allow for the installation of airport approach light towers of up to 60 m in height.



CITY OF WHITEHORSE
BYLAW 2025-16

A bylaw to amend Zoning Bylaw 2012-20

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

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

WHEREAS it is deemed desirable that the City of Whitehorse Zoning Bylaw be amended to allow for the development of airport approach light towers of up to 60 m in height at Lot 1267 QUAD 105D/11, Plan 2009-0088 LTO YT, municipally known as 100 Robert Service Way, and 2.24 ha of adjacent Commissioner's land;

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

1. Section 12.4.7 of the Zoning Bylaw 2012-20 is hereby amended by adding a new subsection 12.4.7 e), as follows:

“e) Lot 1267 QUAD 105D/11, Plan 2009-0088 LTO YT, and 2.24 ha of adjacent Commissioner's land is designated PSx with the special modification being that the maximum height for aviation related public infrastructure is 60m.”
2. The zoning maps attached to and forming part of Zoning Bylaw 2012-20 are hereby amended by changing the zoning of 100 Robert Service Way from PS – Public Service to PSx(e) – Public Service (Modified) as indicated on Appendix A attached hereto and forming part of this bylaw.
3. This bylaw shall come into force and effect upon the final passing thereof.

FIRST READING:

February 24, 2025

PUBLIC NOTICE:

March 7 and 14, 2025

PUBLIC HEARING:

March 24, 2025

SECOND READING:

THIRD READING and ADOPTION:

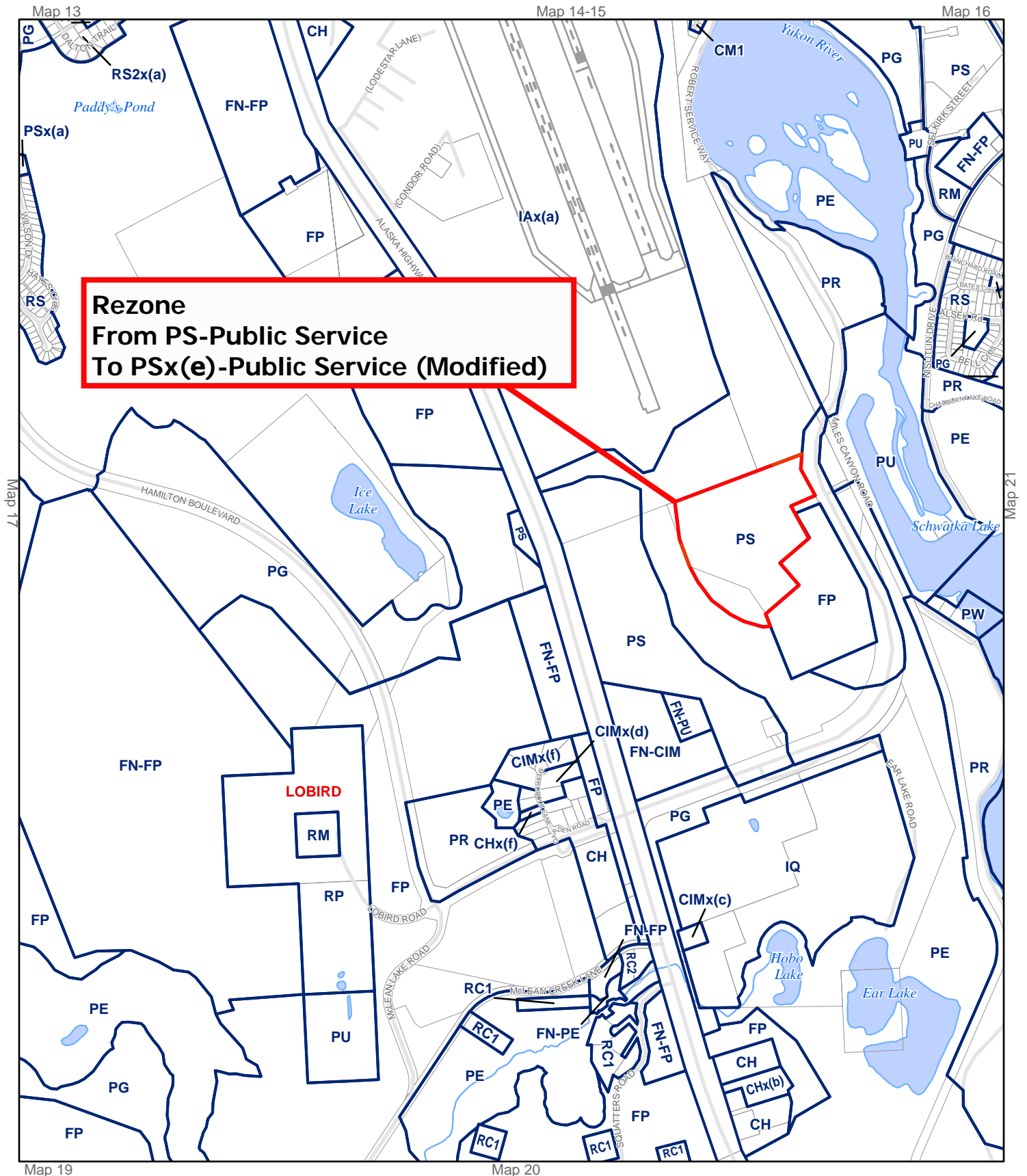
Kirk Cameron, Mayor

Corporate Services

MAP 18

Appendix A, Bylaw Map
Bylaw 2025-16

AIRPORT, LOBIRD
ROBERT SERVICE WAY



**Rezone
From PS-Public Service
To PSx(e)-Public Service (Modified)**

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



0 725
Meters

Projection: NAD 1983 UTM Zone 8

Consolidation date:
September 13, 2024

CITY OF WHITEHORSE
DEVELOPMENT SERVICES COMMITTEE
Council Chambers, City Hall



Chair: Paolo Gallina

Vice-Chair: Jenny Hamilton

May 20, 2025

Meeting #2025-10

-
1. New Business

CITY OF WHITEHORSE
CITY OPERATIONS COMMITTEE
Council Chambers, City Hall



Chair: Eileen Melnychuk

Vice-Chair: Lenore Morris

May 20, 2025

Meeting #2025-10

-
1. New Business

CITY OF WHITEHORSE
COMMUNITY SERVICES COMMITTEE
Council Chambers, City Hall



Chair: Jenny Hamilton

Vice-Chair: Paolo Gallina

May 20, 2025

Meeting #2025-10

-
1. Lease Agreement – Frank Slim Building Concession Services
Presented by Nick Marnik, Manager, Parks
 2. Trail Maintenance Policy Updates
Presented by Nick Marnik, Manager, Parks, and Colby Knowler, Project
& Trails Coordinator, Parks
 3. Trail Development Policy Updates
Presented by Nick Marnik, Manager, Parks, and Colby Knowler, Project
& Trails Coordinator, Parks
 4. New Business

ADMINISTRATIVE REPORT

TO:	Community Services Committee
FROM:	Administration
DATE:	May 20, 2025
RE:	Lease Agreement – Frank Slim Building Concession Services

ISSUE

Entering into a lease agreement with DK Nguyen to provide a seasonal food concession at the Frank Slim Building in Shipyards Park.

REFERENCE

- [City Procurement Policy \(2020-03\)](#)
- Proposed Bylaw 2025-28 (Attachment 1)

HISTORY

In accordance with the City's Procurement Policy, the City solicited responses to a Request for Proposal (RFP) to provide a seasonal food concession at Frank Slims Building in Shipyards Park from June 11 to September 30, 2025 and May 1 to September 30, 2026.

The RFP documents were made publicly available on April 2, 2025 via the City's e-procurement platform Bonfire. The RFP closed on April 28, 2025, and one submission was received.

ALTERNATIVES

1. Enter into a lease agreement with DK Nguyen; or
2. Do not enter into a lease agreement.

ANALYSIS

The proposal was reviewed by an internal committee comprised of three staff from the Parks Department. The evaluation criteria set out in the RFP assessed the quality and completeness of each submission and considered a number of factors. Those factors included the proponents company background and experience, proposed food concession service with a sample menu that would cater to broad public appeal, graphics and advertising, sanitation and safety, and the proposed general approach and methodology.

The review committee verified compliance with the specifications and terms and conditions in accordance with the instructions to bidders and concurred DK Nguyen met the requirements and has the capability to perform the service. The proposed seasonal two-year lease agreement will commence June 11, 2025 and expire September 30, 2026. Per the lease agreement, the operator will maintain daily regular hours of operations from 11:00am to 4:00pm and will be required to keep the premises in good repair. The lease also provides the ability to the operator to request extended operation hours from the City.

ADMINISTRATIVE RECOMMENDATION

THAT Council direct that Bylaw 2025-28, a bylaw to authorize a lease agreement with DK Nguyen to provide seasonal food concession services at the Frank Slim Building in Shipyards Park, be brought forward for consideration under the bylaw process.

CITY OF WHITEHORSE
BYLAW 2025-28

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 a lease agreement for the provision of a seasonal food concession service at the Frank Slim Building in Shipyards Park for the period from June 11, 2025 to and including September 30, 2026;

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 DK Nguyen with respect to the provision of food concession services in the Frank Slim Building in Shipyards Park.
2. The Mayor and Corporate Services 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 come into full force and effect upon the final passing thereof.

FIRST and SECOND READING:

THIRD READING and ADOPTION:

Kirk Cameron, Mayor

Corporate Services

LEASE AGREEMENT

LEASE AGREEMENT made this ____ day of _____ 2025

BETWEEN:

THE CITY OF WHITEHORSE

2121 2nd Avenue

Whitehorse, Y1A 1C2

(hereinafter known as "The City")

-AND-

DK NGUYEN

HUU DUNG NGUYEN

310 Wood Street

Whitehorse, Yukon

(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 Frank Slim Building.

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

WHEREAS, the City of Whitehorse solicited responses to its RFP 2025-031 for Food Concession Service Shipyards Park and the City selected DK Nguyen's proposal in response to said RFP; and

WHEREAS, the City of Whitehorse wishes to grant the Lessee the right to provide Concession Services in the Frank Slim Building located at 100 Ogilvie Street in Whitehorse, YT, under the terms and covenants of this Agreement and all attached to this agreement.

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

1. DEFINITIONS:

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

"City" refers to the City of Whitehorse, Frank Slim Building, employees and volunteers.

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

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

"Councilors" means the duly elected Councilor 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 "The Lessee".

"Regular Operational Hours" means the public hours of operation for the Frank Slim Building facility of 11:00am-4:00pm daily.

2. RETAINER

The Lessee is retained to provide Concession Services at the Frank Slim Building. The menu of items and pricing included in the submission forming part of this Lease Agreement.

The Lessee is retained for the sole purpose of performing the Services in conjunction with Frank Slim Building. As such, the Lessee is retained only for the duration of this Agreement commencing June 11, 2025 and ending on September 30, 2025 and May 1, 2026 to September 30, 2026.

The proposed hours of operation by the Lessee will not necessarily be restricted to operational hours of the Frank Slim Building.

3. HOURS OF OPERATION

3.1 The Lessee covenants with the City to operate the concession in the Frank Slim Building for the period commencing June 11, 2025 to September 30, 2025 and May 1, 2026 to September 30, 2026.

3.2 The Frank Slim Building facility is open daily on a year-round basis with the following hours of operation. Monday to Friday 9:00am to 4:00pm and Saturday and Sunday 11:00am to 4:00pm.

3.3 The hours of operation shall be adjusted to accommodate repairs and/or renovations to Frank Slim Building. Written notice shall be sent to the Lessee fourteen (14) days prior to the commencement of such renovations.

3.4 Notwithstanding Item 3.3 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. OPERATION OF THE CONCESSION

4.1 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.

4.2 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.

4.3 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.

- 4.4 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.
- 4.5 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.
- 4.6 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.
- 4.7 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.
- 4.8 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.
- 4.9 The Lessee undertakes to stock sufficient supplies to meet the reasonable requirements of the user at each activity.
- 4.10 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.
- 4.11 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 alternations 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.
- 4.12 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.
- 4.13 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).

5. SUPPLY OF EQUIPMENT

- 5.1 The Lessee undertakes to supply all equipment, other than City owned equipment presently on the premises, as listed in Appendix A, and to adequately provide the services that are reasonably expected from the operation of the concession.
- 5.2 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.

- 5.3 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.
- 5.4 The Lessee agrees to permit access to City maintenance staff for the purpose of maintenance and cleaning of the grease trap on a regular six (6) month basis.
- 5.5 the Lessee agrees to cooperate with regular monthly cleanliness inspections of the Frank Slim Building kitchen facility with the City.

6. INSURANCE

- 6.1 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.
- 6.2 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.
- 6.3 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 \$3,000,000.00 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.
- 6.4 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.
- 6.5 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.

7. PAYMENT

- 7.1 The parties agree that the Lessee shall pay to the City a monthly sum of \$2,500.00, plus GST.
- 7.2 The parties hereby agree that this agreement is in effect for the period commencing June 11, 2025 to September 30, 2026, inclusive.

- 7.3 The City shall not be liable to make good to the Lessee any operating losses sustained by the Lessee in the operation of concession services.
- 7.4 The parties agree that payments listed in Clause 7. (1) of this agreement shall be on or before 15 business days following the month just ended (i.e. Payment by the 15th of August 2025 for July 2025).
- 7.5 The Lessee must pay the City a monthly rental rate of \$2,500. Payments shall be computed monthly and be delivered by the Lessee, to the City of Whitehorse Finance Department.

8. PERFORMANCE

- 8.1 The Lessee agrees to pay the City one month's rent of \$2,500 as performance deposit. The deposit is refundable on September 30, 2026 providing all terms and conditions of this agreement are fulfilled.
- 8.2 If the agreement is terminated for any reason other than the non-payment of sums under Section 7, the Lessee shall have the right to remove, without damaging the premises, any equipment owned by the Lessee and brought into the concession area.

9. EXCLUSIONS, RESERVATIONS AND RESTRICTIONS

- 9.1 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 kitchen of the Frank Slim Building.
- 9.2 The Lessee will not interfere or permit interference with the use, operation, or maintenance of the Frank Slim Building, 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 Frank Slim Building and the City of Whitehorse.
39. 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.
- 9.4. 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.

10. 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. 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.

11. 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 Frank Slim Building. Complaints received by patrons or staff of the Frank Slim Building will be brought to the appropriate City staff member who will contact the Lessee regarding the matter.

12. 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.

13. 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 Frank Slim Building. Copies of all required permits, certificates, and licenses will be forwarded to Parks Supervisor, City of Whitehorse.

14. EQUIPMENT

Throughout the 2-year lease term, the City will be permitted to access the Frank Slim Building kitchen facility for inspections on a monthly basis to ensure all applications and equipment are clean and in good working order. Every 4 months the Lessee will be required to arrange a time with the City for regular maintenance of equipment, particularly the grease trap.

At the end of the 2-year lease term 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.

15. 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 A, 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.

16. 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 rent 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.

17. INDEMNITY

The Lessee shall at all times and without limitation, indemnify and save harmless the City, its Councilors, 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.

18. 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 including Appendices the entire agreement 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.

19. 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:

- 19.1 Lessee's failure to pay any fee or other charge when due and within (30) calendar days after notice from City of such nonpayment.
- 19.2 The Lessee's failure to maintain the insurance required in Section 7.
- 19.3 Lessee's assignment of any right hereunder in violation of Section 23.
- 19.4 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.
- 19.5 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.
- 19.6 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 May through the end of September.
- 19.7 The assignment by Lessee of its assets for the benefit of creditors.
- 19.8 The death of the Lessee or dissolving of the organization.
- 19.9 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.
- 19.10 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.

19.11 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.

19.12 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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:	DK Nguyen
	310 Wood Street
	Whitehorse, Yukon, Y1A 2E7
	Attn: Huu Dung Nguyen
	By email: Nguyen.hdung99@gmail.com



b) To the City at: 2121 2nd Ave
Whitehorse, Yukon, Y1A 1C2
Attn: Park Supervisor
By email: parks@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.

25 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.

26 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.

27 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.



28 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

DK NGUYEN

Signature

Signature

Huu Dung Nguyen

Please Print Name

Please Print Name

Title

Title

Date

Date

ADMINISTRATIVE REPORT

TO:	Community Services Committee
FROM:	Administration
DATE:	May 20, 2025
RE:	Trail Maintenance Policy Updates

ISSUE

Adoption of proposed amendments to the Trail Maintenance Policy.

REFERENCE

- [Trail Maintenance Policy](#)
- [Trail Development Policy](#)
- [Snow and Ice Control Policy](#)
- [2020 City of Whitehorse Trail Plan](#)
- Trail Maintenance Policy Amendments (Attachment 1)

HISTORY

The City of Whitehorse is responsible for maintaining the municipal trail network, as established and refined through the Whitehorse Trail Plan updates of 1997, 2007, and 2020.

In 2020, Council approved the updated Whitehorse Trail Plan to guide future trail management, support community involvement, identify growth opportunities, and strengthen partnerships.

The Trail Maintenance Policy identifies City-managed trails and defines their respective maintenance levels. It establishes standards for Priority A, B, and C trails, including recommended procedures and maintenance frequencies. The Priority Trails list is periodically reviewed and approved by City Council.

The most recent update to the Trail Maintenance Policy occurred 2022. As part of that update, winter maintenance requirements for several surfaced trails were removed, with those responsibilities transferred to the Snow and Ice Control Policy.

A subsequent review of the City's Trail Maintenance Policy has been completed. The proposed amendments address identified policy gaps and ensures closer alignment with the Trail Development Policy.

Recent trail additions by the City's Trail Crew and local partners are not yet reflected in the policy. Ongoing work includes expanding neighbourhood trail networks, upgrading existing trails, and installing wayfinding signage.

ALTERNATIVES

1. Approve amendments to the Trail Maintenance Policy; or
2. Refer the matter back to Administration for further analysis.

ANALYSIS

In response to Action #24 of the 2020 Whitehorse Trail Plan, Administration has implemented a series of housekeeping amendments to the Trail Maintenance Policy to enhance alignment with the Trail Development Policy. These amendments address inconsistencies between the two documents, with a particular focus on the definitions section. Previously, similar terms were used inconsistently across both policies; the updated language now ensures standardized terminology and improved clarity throughout the document. Additionally key policy updates include role clarity, trail closure authorization, and Priority A maintenance levels, as noted below.

Key updates to the 2025 Trail Maintenance Policy include:

- Minor housekeeping edits, such as capitalization and grammar.
- Expanded and clarified definitions (e.g., Accessible Trail, Trail Steward, Unauthorized Trail).
- Clarification of roles and responsibilities for City Council, City Administration, and Trail Stewards.
- Amendments to the Priority A Trails level of service to better reflect the monitoring and maintenance activities currently undertaken by Parks during the summer season.
- New provisions outlining the authority of the Manager of Parks to temporarily close trails for City maintenance activities, or to facilitate approved special events, as well as delegation of authority to the Manager of Parks for the decision to permanently close trails.

In addition, eleven trails have been added to Appendix A, including new trails constructed in recent years, enhanced existing trails, and trails identified through previously unadopted neighbourhood trail plans.

Administration recommends adding the following new trails to the Priority Trail List:

Priority B

- Yukon University Trail – Porter Creek/Takhini/Whistle Bend/Range Point Neighbourhood Trail Plan

Priority C

- Canyon City (Lower) – East Yukon River Neighbourhood Trail Plan
- Canyon City (Upper) – East Yukon River Neighbourhood Trail Plan
- Crestview Trail – Crestview Neighbourhood Trail Plan
- Hillcrest Trail – Above the Airport Neighbourhood Trail Plan
- Ponderosa Loop – Porter Creek/Takhini/Whistle Bend/Range Point Neighbourhood Trail Plan
- Sage Trail – Porter Creek/Takhini/Whistle Bend/Range Point Neighbourhood Trail Plan

ADMINISTRATIVE RECOMMENDATION

THAT Council approve the amendments to the Trail Maintenance Policy.

CITY OF WHITEHORSE

COUNCIL POLICY



ATTACHMENT 1

TRAIL MAINTENANCE POLICY

Policy Number:	2021-02
Approved by:	Council Resolution <u>2021-12-10</u> passed <u>June 14, 2021</u>
Effective date:	June 2021
Department:	Parks / Legislative Services

PURPOSE

This policy describes the trails within municipal boundaries that are to be maintained and the level of service to which they are to be maintained

POLICY STATEMENT

The people of Whitehorse hold the trail network in very high regard and are committed to its preservation, use and enjoyment. It is felt that the trail network reflects the City's unique wilderness and mountain setting and promotes a common understanding of the City's natural land and historic heritage. The trail network is enjoyed by both residents and visitors. Whitehorse citizens envision a City Trail system in which all take pride, and every citizen assumes responsibility for its protection.

SCOPE

This policy applies to Council, City administration, trail users, Trail Stewards, and the general public.

TRAIL NETWORK

There are over ~~850~~⁷⁰⁰ kilometres of mapped trails within the municipal boundaries of the City of Whitehorse. The City is responsible for the maintenance of the City Trail Network. This includes specific trails that meet established criteria. The level of service for identified trails is determined using a system of prioritization. This maintenance responsibility includes, but is not limited to, scheduled inspections, clearing, Remediation, re-routing, Decommissioning and issue tracking. The City will provide this service on a priority basis in a cost-effective manner, with consideration given to safety, budgets, personnel, and environmental concerns.

EXCLUSIONS

The Trail Maintenance Policy specifically excludes the following:

- (1) Trails not identified in Appendix A – Priority Trails Inventory.
- (2) Sidewalks and public rights-of-way;
- (3) City parks and city playgrounds;
- (4) Greenbelts and/or environmental protection areas.

DEFINITIONS

“Accessible Trail” means a trail that complies with accessibility guidelines and can be used by persons in wheelchairs.

~~“access point” means a sidewalk, lowered curb or other trail that links the main trail to a city-maintained sidewalk, road, or parking lot.~~

“City Trail” means any trail designated in the City’s Trail Plan priority trail inventory.

“City Trail Network” – All trails designated by Council and subsequently incorporated into the priority trail inventory in Appendix A – Priority Trails Inventory

“Decommission” means a process of reclaiming an entire trail or sections of a trail within city boundaries so that it is returned to a natural state without causing negative environmental impacts such as erosion.

“Difficulty Rating” means a rating system used to categorize the technical difficulty of trails. Trails generally range in difficulty from easy (green circle) to extreme (double black diamond).

“Double-track” means a trail where users generally travel single file but have the ability to pass each other while travelling in the opposing or same direction. The Tread Width of a double-track trail is generally 150 to 200 cm but can be as wide as 300 cm if the surface is paved.

~~“Hinterland Trail” means a narrow low impact nature trail that experiences low levels of use by non-motorized traffic only. Tread width is 30 cm with natural surface.~~

“Machine-built” means a trail or section of trail constructed with the use of an excavator, dozer, ditch witch, or other similar machine.

“Manager” means the Manager of Parks for the City of Whitehorse or approved designate.

“Remediation” means a process of restoring a trail or any large, impacted areas of a trail due to the impact of various environmental hazards or trail design issues.

~~“re-route” means a new section of trail that replaces an existing section. Re-routing is often the best remedy for a poorly designed trail that requires frequent maintenance.~~

~~“rules of the trail” means the International Mountain Bike Association’s rules of responsible mountain bicycling, including: Ride on open trails only; Control your bicycle; Always yield the trail; Never scare animals; Leave no trace; Plan ahead.~~

~~“sanding” means the application, either manually or by mechanical spreaders, of de-icer treated sand to improve traction.~~

“Seasonal Trail” means a trail where the primary use such as hiking, mountain biking or cross-country skiing occurs during one season only (i.e. summer or winter).

~~“shared use (multi-use) trail” means a trail that accommodates more than one user group such as hikers and mountain bikers at one time.~~

“Single-track” means a trail where users must travel in single file. The Tread Width of a single-track trail is generally 30 to 70 cm wide but can be as wide as 100 cm. Single-track

trails tend to wind around obstacles such as rocks and trees rather than having the obstacles removed, allowing the trail to blend into the environment. The trail surface is almost always natural as opposed to surfaced with gravel or pavement. ~~No motorized use is permitted on single track trails.~~

“Surfaced” means a trail with imported material on the tread surface. Surfacing can be pavement, gravel, mulch or other durable material.

“Trail Monitoring” – Trail inspection and reporting activities on City trails identified in Appendix A – Priority Trails Inventory

“Trail Remediation~~habilitation~~ and Maintenance” – Trail upkeep activities to enable/facilitate safe, enjoyable and impact-free trail use, such as grading and filling holes/ruts, armouring against erosion, improving drainage, removing hazardous roots or stones, trimming encroaching vegetation, and replacing deteriorated structures such as handrails, steps or bridging performed.

“Trail Steward” means an organization or individual (Appendix ~~C~~B) that formally takes on responsibility for the care and maintenance of a particular trail. A trail steward is generally a volunteer organization whose stewardship is authorized through a memorandum of understanding. The Manager or designate has the authority to amend Appendix ~~C~~B as necessary to reflect changes or additions to the list of trail stewards.

“Trail Use Agreement” means the form of authorization given to eligible trail groups or stewards by the City of Whitehorse to enable trail construction, Remediation and maintenance on land owned by the municipality. Trail use agreements are generally in the form of a memorandum of understanding.

“Tread Width” means the measured width of a trail surface upon which users travel.

“Technical Trail Feature (TTF)” means an obstacle on a mountain bike trail designed to challenge the skill of mountain bike users. Technical trail features can be natural (e.g., rock face or slab) or man-made (e.g., ramps, bridges, or teeter totters). Bridges constructed to cross streams, gullies or protect the environment will not be considered a technical trail feature.

“Unauthorized Trail” means any new trail constructed within City limits that is identified by the City as having been constructed without proper authority or approval.

“Unsurfaced means a trail where the tread is made up of soils and materials naturally found where the trail is located.

“Whitehorse Trail Standards” means the standards for trail construction, maintenance, signage and inspection adopted by the City of Whitehorse.

OBJECTIVES

1. The objectives of this policy are to create appropriate high quality trails within the community and provide equal opportunities for all residents to access a public trail close to their neighbourhoods. This will be achieved by:
 - (1) Providing an annotated list of priority trails that is reviewed on a periodic basis by Council;

- (2) Assigning appropriate levels of service to the priority trails;
- (3) Describing and scheduling specific tasks associated with designated service levels;
- (4) Maintaining high safety standards on the trails;
- (5) Protecting natural resources within the immediate vicinity of the trails;
- (6) Providing high quality user experiences;
- (7) Providing a framework to facilitate the effective allocation of available resources to maintain the trail standards outlined in this policy; and
- (8) Facilitating citizen participation in accessing the user experience on trails.

RESPONSIBILITIES

2. City Council shall:

- (1) Annually set and adopt the trail maintenance budgets;
- (2) Set and adopt the levels of service on a periodic basis;
- (3) Approve construction of new trails as per the Trail Development Policy.~~the construction of new trails over 500 meters in length for addition to the City Trail Network~~Set and adopt the Priority Trails list on a periodic basis; and
- ~~(4) Authorize any permanent trail closures.~~

City Administration (Parks Department)

3. The Manager or designate shall ensure the implementation of this policy by:

- (1) Determining when and how to initiate and perform trail maintenance activities;
- (2) Allocating and scheduling parks and trails resources;
- (3) Obtaining, allocating and scheduling privately held resources;
- (4) Addressing public concerns and public safety issues;
- (5) Managing the budget;
- (6) Adding Council and Department approved trails to the Priority Trails List;
- (5)(7) Updating and amending the appendices of the Trail Maintenance Policy;
- ~~(6)(8)~~ Recommending revisions to the Trail Maintenance Policy ~~and Priority Trails List~~ as required; and
- ~~(7)(9)~~ Authorize any permanent trail closures.

4. City Parks employees shall carry out trail maintenance in accordance with this policy, the approved budget, and the instructions of the Manager.

Private Contractors

5. Where not-for-profit organizations assume the primary maintenance role on identified trails, the organization shall:

- (1) Perform duties consistent with the established 'level of service' assigned to each trail;
- (2) Work within guidelines established by the Whitehorse Trail Standards; and,
- (3) Report maintenance plans and activities to the Manager of Parks on April 1 and October 1 of each year.

TRAIL TYPES

This classification system was adapted from the Whistler Trail Standards.

6. There are four general types of trails found within the municipal boundaries of Whitehorse. Type I trails have the highest amount of traffic with multiple users and Type IV trails have the least amount of traffic with specific users.

Type I Trails

7. Type I Trails are Double-track trails paved with asphalt or chip seal. Typical use includes pedestrian and cycling with limited motorized use. Type I Trails:
 - (1) Are within the city core and connecting neighbourhoods;
 - (2) Provide a two to three metre Tread Width;
 - (3) Have trailhead signage and enroute signage installed where appropriate;
 - (4) Have difficulty and distance markers installed where appropriate;
 - (5) Have interpretive signage installed at established points of interest where appropriate;
 - (6) Have benches and viewing platforms installed where appropriate; and
 - (7) Provide lighting for night-time use if appropriate.

Type II Trails

8. Type II Trails are Surfaced Single-track or Double-track trails. Typical use includes pedestrian and cycling with limited motorized use. Type II Trails:
 - (1) Have a Single-track Tread Width up to one metre;
 - (2) Have a Double-track Tread Width up to two metres;
 - (3) Are Machine-built;
 - (4) Have boardwalks and bridges installed if appropriate;
 - (5) Have embedded trail obstacles removed;
 - (6) Have trailhead signage and enroute signage installed where appropriate;
 - (7) Have difficulty and distance markers installed where appropriate;
 - (8) Have interpretive signage installed at established points of interest where appropriate;
 - (9) Have benches and viewing platforms installed where appropriate; and

- (10) The typical difficulty rating is easy (green circle).

Type III Trails

9. Type III Trails are Unsurfaced, Single-track and Double-track trails. Typical use includes hiking and mountain biking with limited motorized used. Type III trails:
- (1) Have a Single-track Tread Width of 50 to 70 centimetres;
 - (2) Have a Double-track Tread Width of up to two metres;
 - (3) Have trailhead signage and enroute signage installed where appropriate;
 - (4) Have difficulty and distance markers installed where appropriate; and
 - (5) Have difficulty rating ranges from easy (green circle) to extreme (double black diamond).

Type IV Trails

10. Type IV Trails are Hinterland Trails. Typical use includes hiking and mountain biking. Type IV Trails:
- (1) Plan for a Tread Width between 30 to 50 centimetres;
 - (2) Have minimal trailhead and enroute signage installed if appropriate;
 - (3) Have terrain that is sometimes rough with minimal tree grubbing and soil removed; and
 - ~~(4) — Have no high impact users such as horses or motorized vehicles; and~~
 - ~~(5)~~ (4) Have difficulty rating ranges from moderate (blue square) to extreme (double black diamond).

TRAIL PRIORITIES

11. In assigning a level of priority to trails, consideration is given to criteria such as:
- (1) Location;
 - (2) Frequency ~~Level~~ of use ~~by both residents and non-residents~~;
 - (3) Recreation needs;
 - (4) The nature of the facilities;
 - (5) The funds budgeted for trail maintenance;
 - (6) Personnel;
 - (7) Resources; and
 - (8) Environmental impact.
12. The City has set four priority ratings for trail maintenance. The trail inventory and priority level is attached in Appendix A – Priority Trails Inventory. The Manager or designate has the authority to amend Appendix A as required to reflect changes to the Priority Trails Inventory, including newly authorized trails and trails or sections

of trails that have been temporarily closed or Decommissioned in the interests of public safety or the protection of the environment.

- (1) Priority A: This priority level may be applied to trails that meet one or more of the following criteria:
 - a) Type I trails;
 - b) Trails that receive high levels or intensity of use;
 - c) Accessible ~~t~~ Trails;
 - ~~e)d~~ Trails that allow for multiple users;
 - ~~f)e~~ Trails that are utilized year round;
 - ~~g)f~~ Trails that are used as alternative transportation routes connecting neighbourhoods and the downtown core; and,
 - ~~g)f~~ Trails that form an organized network connected by one or more established trailheads.
- (2) Priority B: This priority level may be applied to trails that meet one or more of the following criteria:
 - a) Type II or Type III trails;
 - b) Trails that receive moderate levels or intensity of use;
 - c) Trails that include built structures and/or technical trail features;
 - d) Seasonal Trails;
 - e) Trails that are maintained by the City on behalf of other landowners as specified in an agreement; and
 - f) Trails that are currently maintained by not-for-profit organizations where the City and the organization either have or do not have a Trail Use Agreement in place.
- (3) Priority C: This priority level may be applied to trails that meet one or more of the following criteria:
 - a) Type III ~~and Type IV~~ Trails;
 - b) Trails that do not include built structures and/or technical trail features; and
 - c) Trails that receive low levels or intensity of use.
- (4) Priority D: This priority level may be applied to trails that meet one or more of the following criteria:
 - a) Type II, III and Type IV Trails;
 - b) Key trails that are located in areas for which trail planning and official designations have not occurred; and

- c) Wilderness trails that are not part of an organized network with established trailheads and signage.
13. The City will not maintain any trail not identified in Appendix A – Trails Priority Inventory.
 14. As part of the annual budget review process, the Manager shall make recommendations to City Council regarding the appropriate priority and service levels for any new trails that have been proposed.

MAINTENANCE LEVEL OF SERVICE

15. Trail maintenance and operations in Whitehorse are primarily the responsibility of the Parks department, with some duties performed by Trail Stewards.

Priority A Trails

Priority A Trails will be inspected once per year at the beginning or end of the use season (May/October).

- (1) Public complaints are tracked and work orders created if appropriate.
- (2) Winter maintenance will be conducted as set out in the City's Snow and Ice Control Policy. ~~See Snow and Ice Control Policy.~~
- ~~(1)~~(3) Summer maintenance will be completed based on budget and resources available.

Priority B Trails

16. Priority B Trails will be inspected once per year at the beginning or end of the use season (May/October). The inspection will include a review of the trails for overall condition and safety, difficulty designation, signage review, and a review of constructed features
 - (1) All issues observed are logged and work orders created if appropriate.
 - (2) Public complaints are tracked and work orders created if appropriate.
 - (3) Work will be completed based on budget and resources available.
 - ~~(4) If the City is not the primary organization responsible for maintaining the trail, the identified tTrail sSteward will complete inspections, document required maintenance and issues, and coordinate resulting trail work.~~
 - ~~(5)~~(4) The City will support identified Trail Stewards with Trail Use Agreements in place to complete maintenance and improvements if human and financial resources are available.

Priority C Trails

17. Priority C Trails will be inspected once every two ~~or three~~ years at the beginning or end of the use season (April/October). The inspection will include a review of the trail for overall condition and safety, difficulty designation, and signage review. All issues observed will be logged and work orders created if appropriate.

- (1) Public complaints are tracked and work orders created if appropriate.
- (2) Work will be completed based on budget and resources available.
- (3) If the City is not the primary organization responsible for maintaining the trail, the identified Trail Steward will complete inspections, document required maintenance and ~~issues, and~~ issues and coordinate resulting trail work.
- (4) The City will support identified Trail Stewards with Trail Use Agreements in place to complete maintenance and improvements if human and financial resources are available.

Priority D Trails

18. Priority D Trails are not inspected.
 - (1) Public complaints will be documented and shared with identified Trail Stewards.
 - (2) Work will be completed based on budget and resources available.

ADDITIONAL MAINTENANCE

19. Trails may require additional maintenance if one or more of the following occurs:
 - (1) Deterioration of constructed features or technical trail features.
 - (2) Erosion or excessive soil loss due to insufficient drainage.
 - (3) Trail widening or braiding.
 - (4) Ruts or vegetation cover loss.
 - (5) Incidents such as flooding, wind-fall trees, etc.
20. Work will be completed based on available resources, budgets, and priorities.

REPAIR OF DAMAGE CAUSED BY VANDALISM

21. Repair of damage caused by vandalism to trails, trailheads, and signage is carried out in order to maintain an aesthetic level consistent with the trail priority level, to maintain trails and features, to minimize recurrence, and to ensure public safety.
22. Public complaints are received and logged. Data is used to schedule maintenance, capital upgrades, and replacement.
23. Repair of damage caused by vandalism is undertaken year round.

CONDITIONS FOR TRAIL CLOSURES

24. City Trails or sections of City Trails that pose a significant risk to public safety and/or the environment may be temporarily closed under the authority of the Manager or designate while the issue is resolved through clean up, maintenance, and re-routing.
25. In the event that risks to public safety or the environment cannot be resolved through clean up or maintenance, the Manager or designate may Decommission City Trails

or sections of City Trails as deemed necessary. ~~However, any dDecommissioning of whole City tTrails shall be subject to confirmation by resolution of City Council.~~

~~26.~~ At any time as deemed necessary, the Manager or designate may temporarily close any trail or portion thereof to public use, including adjacent public open space.

~~27.~~ City trails or sections of City trails may temporarily close to accommodate work activities performed by City staff or other agencies with permission from the Manager.

~~28.~~ City trails or sections of City trails may temporarily close to the public to accommodate special events approved by the Manager.

~~26-29.~~ Upon discovery, trails identified as unauthorized will immediately be closed under the authority of the Manager or designate to allow for investigation and review.

~~27-30.~~ When considering temporary or permanent closures the following steps may be taken:

- (1) Consultation and cooperation with relevant stakeholders or Trail Stewards to determine Remediation requirements;
- (2) Posting a public notice indicating the reason for closure ~~(Appendix B – Public Notice)~~;
- (3) Fencing and/or barricade placement as required; and
- (4) Monitoring to ensure compliance with the trail closure.

~~28-31.~~ The authority for permanent closure of City ~~tTrails~~ rests with ~~City Council~~ the Manager.

TRAIL MAINTENANCE AND ENHANCEMENTS BY TRAIL STEWARDS

~~29-32.~~ Trail Stewards intending to conduct trail maintenance or enhancements within municipal boundaries shall submit proposals outlining their intentions to the Parks Department ~~City of Whitehorse~~ prior to commencing any work.

~~30-33.~~ Proposals for ~~Ttrail maintenance or~~ Remediation and/or Maintenance ~~rehabilitation~~ on existing established trails may be approved if public safety, user conflicts, and environmental issues can be managed.

~~31-34.~~ Proposals to enhance, expand, or diversify an existing established trail by constructing new sections of trail or re-routing trail may be approved if:

- (1) Public safety, user conflicts, and environmental issues can be managed; and
- (2) In the opinion of the Manager, the City has the resource capacity to adequately manage the expanded trail system, or if the resources do not currently exist and the proponent agrees to enter into a long term use agreement where maintenance and management responsibility is passed onto the trail organization or steward.

PUBLIC RELATIONS

~~32. The Parks Administrative Assistant (668-8325) shall handle all concerns and inquiries, Monday to Friday, 0830 to 1630. After hours, emergency concerns and inquiries shall be directed to the **Trouble Line** at 667-2111. Trail maintenance activities or information may also be advertised in local newspapers or on the Parks department's pages on the City website (www.whitehorse.ca).~~

HOURS OF OPERATION AND STAFF DEPLOYMENT **SEASONAL OPERATIONS**

~~33.~~ 35. Trail maintenance work occurs year round. In general, tasks are divided into "winter season" (October 1st to March 31st) and "summer season" (April 1st to September 30th). There may be some overlap between seasons for certain tasks. [Winter maintenance will be conducted as set out in the City's Snow and Ice Control Policy.](#)

~~34.~~ 36. When in the opinion of the Manager abnormal conditions exist, overtime, additional City equipment and [contractors](#) ~~outside forces~~ and equipment may be mobilized within existing budgets.

SAFETY

~~35.~~ 37. All work shall be carried out in accordance with the General Safety Regulations of the *Yukon Occupational Health and Safety Act*.

REPEAL OF EXISTING POLICY

~~36.~~ 38. The Trail Maintenance Policy adopted by Council Resolution #2015-03-07, including all amendments thereto, is hereby repealed.

APPENDICES

Appendix A – Priority Trails Inventory

~~Appendix B – Public Notice Signs~~

Appendix ~~B~~ C – List of Trail Stewards

SUPPORTING REFERENCES

The *Municipal Act*, related council bylaws and policies, and other applicable Acts and Regulations, as amended from time to time.

Please note that some documents may not be publicly available. Contact the Parks department for additional applicable procedures, bylaws, Acts and supporting references.

HISTORY OF AMENDMENTS

<u>Date of Council Decision</u>	<u>Resolution Number</u>	<u>Description</u>
---------------------------------	--------------------------	--------------------

September 22, 2008	2008-20-09	Initial policy adopted
February 9, 2015	2015-03-07	Policy replaced
November 14, 2016	2016-20-13	Policy revised
June 25, 2018	2018-14-16	New trail designations
June 14, 2021	2021-12-10	Trails added, policy updated
October 24, 2022	2022-23-08	Trails moved to Snow and Ice Control Policy

APPENDIX “A”

Priority Trails and Designations List

Appendix “A” assigns priority ratings for trails located within the City of Whitehorse in accordance with section 12 of the Trail Maintenance Policy.

Each trail listed is described according to the trail types described in sections 7 to 10 inclusive. Type II and III trails are further described according to their Single-track (S) or Double-track (D) width.

~~The trails, areas and map numbers listed herein are based on the maps created for the City of Whitehorse's publication, *A Guide to the Popular Trails of Whitehorse*. These are included as part of Appendix “A”.~~

PRIORITY A TRAILS

Priority A Trail Name	Type	General Location Maps
Airport – Puckett's Gulch Multi-use Trail	I	
Casca Inner Loop	I	
Hamilton Boulevard Multi-use Trail	I	
Millennium Trail	I	
Two Mile Hill Multi-use Trail	I	
Waterfront Trail	I	
Whistle Bend Paved Perimeter Trail	I	

PRIORITY B TRAILS

Priority B Trail Name	Type	Width	General Location	Maps
B&S	III	S	Chadburn Lake/ Upper Grey Mountain	
Bert Law Island Trail	III	D/S	Downtown	
Birch Loop	III	D/S	Downtown Crestview	
Birdwalk Empire*	III	S	Porter Creek/ Whistle Bend	
Blair Witch	III	S	Above the Airport Area	
Boogaloo (Downtown, Heights, Upper, Lower, North)	III	S	Magnusson/ Lower Grey Mountain and Long Lake	
Calypso Canyon	III	S	Mount Mae McIntyre Recreation Area	
Copper Ridge Connector	III	S	Mount Mae McIntyre Recreation Area	
Dream Trail*	III	S	Lower/Upper Grey Mountain	
Easy Money	III	S	Upper Grey Mountain	
El Guapo	III	S	Mount Mae McIntyre Recreation Area	
Fetish	III	S	Mount Mae McIntyre Recreation Area	
Girlfriend	III	S	Upper Grey Mountain	
Grey Mountain Trail	III	S	Grey Mountain Trail	
Hawk Ridge	III	S	Mount Mae McIntyre Recreation Area	
Lakes Trail	III	D/S	Chadburn Lake/Hidden Lakes	
Lobster*	III	S	Mount Mae	
Logan's Run	III	S	Mount Mae McIntyre Recreation Area	
Long Lake Loop (East)	III	S	Long Lake	
Long Lake Ridge Trail – Hospital Road Intersection Connector	III	S	Long Lake	
My Trail	III	S	Magnusson/Lower Grey Mountain	
Payback	III	S	Upper Grey Mountain	
Quickie North	III	S	Above the Airport Area	
Quickie South	III	S	Above the Airport Area	
Rebirth	III	S	Mount Mae McIntyre Recreation Area	
Reimer Reason	III	S	Mount Mae McIntyre Recreation Area	
Road Runner*	III	S	Porter Creek/ Whistle Bend	
Rock* Lobster	III	S	Mount Mae McIntyre Recreation Area	

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Priority B Trail Name	Type	Width	<u>General Location</u> Maps
Rock Garden Trail	III	D/S	Above the Airport Area
Rocky Canyon Trail	III	S	Mount Mae <u>McIntyre Recreation Area</u>
Wetlands Trail East <u>Connector</u>	III	D/S <u>S</u>	Above the Airport Area
<u>Yukon University Trail*</u>	<u>III</u>	<u>D/S</u>	<u>Takhini</u>

(* indicates trail added June 2021)

PRIORITY C TRAILS

Priority C Trail Name	Type	Width	General LocationMaps
24 Hours of Light Trail	III	S	Mount McIntyre Recreation Area ae
Aspen For It*	III	S	Mount McIntyre Recreation Area ae
Blowdown	III	S	Long Lake
Blue's Brother	III	S	Magnusson /Lower Grey Mountain
Boobytrap	III	S	Long Lake
Bouncing Bunny	III	S	Mount McIntyre Recreation Area ae
Bower	III	S	Above the Airport Area
Broken Truck Trail	III	S	Long Lake
Bypass Trail	III	D	Long Lake
Can Can	III	S	Mount Mac McIntyre Recreation Area
Cantlie Lake Trail	III	D	Upper Grey Mountain
Cantlie Lake Trail Connector (Long Flat)	III	D/S	Magnusson /Lower Grey Mountain
Canyon City (Lower)*	III	S	Chadburn Lake
Canyon City (Upper)*	III	S	Chadburn Lake
Chadburn Lake Ski Trails	III	D/S	Chadburn Lake
Copper-McIntyre Ridge Trail	III	D/S	Above the Airport Area
Copper Ridge Trail	III	S	Above the Airport Area
Cousin's Connector	III	S	Magnusson /Lower Grey Mountain
Crestview Trail*	III	S/D	Crestview
Dawson Road Exit North	III	D	Whitehorse South Wolf Creek
Diversion around WPYR Bridge	III	D	Whitehorse South Wolf Creek
Downward Dog*	III	S	Whistle Bend
El Camino	III	S	Magnusson /Lower Grey Mountain
Fat Tire Fever Trail	III	D	Long Lake
Hospital Ridge Trail	III	S	Long Lake
Hula Girl	III	S	Long Lake
Ice Lake Loop	III	D/S	Above the Airport Area
Juicy	III	S	Chadburn Lake
Goat Trail	III / IV	D/S	Mount Mac McIntyre Recreation Area
Go-T	III	S	Magnusson /Lower Grey Mountain
Grey Mountain Ridge Trail	III / IV	S	Upper Grey Mountain
Heartbreak Hill Trail	III	S	Hidden Lakes

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Priority C Trail Name	Type	Width	General Location Maps
Hidden Lakes West	III	S	Hidden Lakes
Hidden Lakes East	III	S	Hidden Lakes
Hidden Loop	III	S	Hidden Lakes
Hilarious	III	S	Long Lake
Hillcrest Trail*	III	D/S	Above the Airport Area
Katimatrail	III	S	Mount Mae McIntyre Recreation Area
Log Trail	III	S	Chadburn Lake
Long Lake Heights	III	S	Long Lake
Long Lake Ridge Trail and Connectors	III	D/S	Long Lake
Long Lake Loop (West)	III	S	Long Lake
Lovebird Loop*	III	S	Whistle Bend
Lower Riverdale Trail	III	D/S	Whitehorse-wide Riverdale
Mad to the Max*	III	S	Upper Grey Mountain
Magnusson Pink*	III	S	Magnusson /Lower Grey Mountain
Magnusson Ski Trails	III	D/S	Magnusson /Lower Grey Mountain
Midnight Run	III	D/S	Above the Airport Area
Mini Trail*	III	S	Mount Mae McIntyre Recreation Area
Money Shot	III	S	Upper Grey Mountain
Mother T	III	S	Magnusson /Lower Grey Mountain
No Shirt No Service	III	S	Magnusson /Lower Grey Mountain
Ponderosa Loop*	III	S	Porter Creek
Porcupine Ridge	III	S	Mount Mae McIntyre Recreation Area
Quiller*	III	S	Magnusson /Lower Grey Mountain
R & D North	III	D/S	Above the Airport Area
R&D North	III	S	Above the Airport Area
R & D South	III	D/S	Above the Airport Area
Rehab	III	S	Upper Grey Mountain
RIP	III	S	Magnusson /Lower Grey Mountain
Roller Coaster	III	D	Magnusson /Lower Grey Mountain
Sage Trail*	III	D/S	Takhini
Schwatka Lake Trail	III	D/S	Chadburn Lake
SFD	III	S	Upper Grey Mountain
Sidewinder	III	S	Above the Airport Area

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Priority C Trail Name	Type	Width	General Location Maps
South Paw	III	S	Upper Grey Mountain
Sparky	III	S	Above the Airport Area
Starbuck's Revenge	III / IV	S	Mount Mae McIntyre Recreation Area
Sweet Dreams*	III	S	Magnusson Lower Grey Mountain
Two Burnt Trees	III	S	Mount Mae McIntyre Recreation Area
Upper Riverdale Trail	III	D/S	Magnusson Lower Grey Mountain
Upper Rocky Canyon	III	S	Mount Mae McIntyre Recreation Area
Wetlands Trail East	III	D/S	Above the Airport Area
YAC Attack*	III	S	Mount McIntyre Recreation Area
Yellow Brick Road	III	D	Magnusson Lower Grey Mountain
Your Trail	III	S	Chadburn Lake
Yukon River Trail	III	S	Chadburn Lake

(* indicates trail added June 2021) ([*indicates trail added April 2025](#))

APPENDIX “[B](#)”
Trail Stewards

Klondike Snowmobile Association
Contagious Mountain Bike Club

ADMINISTRATIVE REPORT

TO:	Community Services Committee
FROM:	Administration
DATE:	May 20, 2025
RE:	Trail Development Policy Updates

ISSUE

Adoption of proposed amendments to the Trail Development Policy.

REFERENCE

- [Trail Maintenance Policy](#)
- [Trail Development Policy](#)
- [2020 City of Whitehorse Trail Plan](#)
- Trail Development Policy Updates (Attachment 1)

HISTORY

The City of Whitehorse recognized its extensive trail network had developed informally without formal planning or construction standards, and valuing the trails' many benefits, created its first Trail Plan in 1997. An updated 2007 Plan provided a framework for prioritizing trail needs and involving neighborhoods, affirming public support for trail access as central to Whitehorse's identity. In 2020, after broad consultation, the Trail Plan was updated again, setting out 30 actions to guide trail management and development over the next decade.

To better support the Trail Plan, the City adopted the Trail Development Policy in 2018 (reviewed again in 2022), which outlines the process for community organizations to apply for new trail construction and for establishing partnership agreements regarding trail maintenance and remediation. While the policy aimed to streamline applications, stakeholders and community groups have expressed concerns about the complexity or lack of clarity around the processes for new trail development.

In addition to the concerns raised regarding the trail development process, it has been recognized that further updates are required. These updates should include incorporating newly established trails into the official framework, revising and clarifying definitions, providing greater transparency around roles and responsibilities, and formalizing informal practices to ensure consistency and fairness across all trail-related activities. These improvements are necessary to better support community partners and ensure the trail network continues to grow in a sustainable and accessible way.

ALTERNATIVES

1. Approve amendments to the Trail Development Policy; or
2. Refer the matter back to Administration for further analysis.

ANALYSIS

Administration has made several housekeeping edits to the policy to better align it with the Trail Maintenance Policy. The definitions section of both policies previously used similar but inconsistent terms. This update supports Action #24 of the 2020 Whitehorse Trail Plan by standardizing terminology across both documents. In addition to the housekeeping edits, key sections of the policy were updated to reflect current practice, provide clarity, include application criteria, and updates to the trail framework.

Summary of Key Policy Updates:

- **Minor housekeeping edits such as grammar and spacing.**
- **Policy Scope and Definitions:**
 - A new Exclusions Section defines activities not covered by the policy (e.g., emergency maintenance, minor brushing, land travel).
 - Expanded Definitions provide clarity on key terms such as Technical Trail Features (TTFs) and Trail Use Agreements.
- **Application and Approval Process:**
 - Enhanced Application Requirements specify detailed information needed for trail proposals, including maps, environmental considerations, and insurance.
 - Roles & Responsibilities: The Manager may approve trail projects under 500 metres which would formalize the current practice under use; City Council must approve trails over 500 metres and formally adopt them into policy.
 - Clear Approval Process distinguishes approval authority between the Manager and Council.
 - Updated Application Process for New Trails: A September 15 deadline was introduced for spring and summer construction commencement to allow Administration time for assessment and Council approval, in response to Action Item #23 of the 2020 Whitehorse Trail Plan.
- **Agreements and Stewardship:**
 - Three Types of Agreements introduced: Trail Construction, Trail Enhancement, and Trail Use Agreements.
 - Agreement Duration and Renewal: Provides guidance for agreements lasting up to three years, with options for renewal.
- **Standards and Requirements:**
 - Special Requirements for TTFs: Construction must meet IMBA and Whistler trail standards.
 - Environmental and Safety Emphasis: Strong focus on minimizing environmental impact, managing safety hazards, and reducing user conflicts, supported by strategies outlined in Appendix 1.

- **Governance, Compliance, and Planning:**

- New Decision Review Process: Applicants can appeal authorization decisions to the City Manager.
- Monitoring and Enforcement: Responsibilities for compliance checks and enforcement are formalized.
- Guidelines for Unauthorized Trails: Establishes procedures when stewardship agreements cannot be reached.
- Trail Planning Framework: Encourages collaborative planning, community input, and coordination of trail management resources.

ADMINISTRATIVE RECOMMENDATION

THAT Council approve the amendments to the Trail Development Policy.

ATTACHMENT 1



TRAIL DEVELOPMENT POLICY

Policy Number:	2018-02
Approved by:	Council
Effective date:	June 2018
Department:	Parks & Community Development/Legislative Services

1. PURPOSE

This document ~~establishes~~ ~~describes~~ the City of Whitehorse's policy and procedure to authorize Trail Construction, Trail Enhancements, and Trail ~~Remediation~~ ~~habilitation~~ and Maintenance on municipal and/or Crown lands within the City of Whitehorse boundary.

2. AUTHORITY

Council Resolution #2018-14-15 dated June 25, 2018.

3. POLICY STATEMENT

The City of Whitehorse is committed to the development and support of Trail Construction, Trail Enhancements, and Trail ~~Remediation~~ ~~habilitation~~ and Maintenance that contribute to a diverse, accessible, sustainable and inclusive trail network. However, the City does not have the capacity to maintain and manage all trails that have been built or will be built within municipal boundaries.

Accordingly, the City of Whitehorse practice for accommodating trail building activity on municipal and/or Crown lands within its boundary is to enter into Trail Use Agreements with local organizations and individuals (or groups of individuals). Local groups and organizations can be allowed to develop and maintain new and existing trails, whereas individuals (or groups of individuals) can be permitted to do 'one-off' enhancement projects on existing City Trails. Trail Use Agreements will contain terms that enable the City to achieve its objectives regarding public safety, user conflict avoidance, and environmental stewardship. Unless these objectives can be achieved, the City will not authorize Trail Construction, Trail Enhancement or Trail ~~Remediation~~ ~~habilitation~~ and Maintenance activities on municipal and/or Crown lands within the City of Whitehorse boundary and trails known to have been constructed without authorization can be closed.

4. SCOPE

This policy applies to City Council, City Administration, First Nations' governments, Yukon Government, Trail Stewards, trail users and the general public.

TRAIL NETWORK

There are over ~~700~~ 850 kilometres of mapped trails within the municipal boundaries of the City of Whitehorse. The City is responsible for the maintenance of specific trails that

meet established criteria. The level of service for identified trails is determined using a system of prioritization. This maintenance responsibility includes, but is not limited to, scheduled inspections, clearing, Remediation, re-routing, Decommissioning and issue tracking. The City will provide this service on a priority basis in a cost-effective manner, with consideration given to safety, budgets, personnel, and environmental concerns.

5. EXCLUSIONS

- (1) The Trail Development Policy specifically excludes the following:
 - (a) Trail ~~Remediation~~ ~~habilitation~~ and Maintenance activities on City Trails by City staff. This is clearly outlined in the Trail Maintenance Policy 2021-02.
 - (b) Conditions for trail closures. This is clearly outlined in the Trails Maintenance Policy 2021-02.
 - (c) Development of Priority A and Type I trails as described in the Trail Maintenance Policy 2021-02.
- (2) Trail Construction, Trail Enhancements, Trail Remediation and Maintenance does not include:
 - (a) Basic travel through/across municipal and/or crown lands within the City of Whitehorse boundary, whether on a one-time basis or repetitive use of the same route;
 - (b) Route-finding or marking for that purpose, using ribbons, cairns or other directional indicators;
 - (c) Minor or incidental clearing of brush or downed trees on or off City Trails;
 - (d) Emergency repairs to a trail to prevent imminent damage to the environment or the trail; and
 - (e) Emergency construction or maintenance of a trail when that is the only reasonable way of minimizing risk to personal safety.

6. DEFINITIONS

“ATV” means a motorized wheeled vehicle designed and manufactured for off-road travel including, but not limited to, three wheelers, four wheelers, six wheelers, amphibious machines, off road or hybrid two wheeled vehicles but excludes, at all times, Automobiles;

“Automobiles” means a motorized four wheeled vehicle designed and manufactured for transporting passengers primarily on roads including, but not limited to, cars, trucks and vans;

“City Trail” – trails designated by Council and subsequently incorporated into the priority trail inventory in the Trail Maintenance Policy 2021-02-.

“City Trail Network” – all trails designated by Council and subsequently incorporated into the priority trail inventory in the Trail Maintenance Policy 2021-02.

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

“IMBA Guidelines” – the International Mountain Biking Association Guidelines for trail building, as documented in the IMBA publication, “Trail Solutions: IMBA’s Guide to Building Sweet Single Track” or successor publications.

See: <http://www.imba.com/catalog/book-trail-solutions>.

“Manager” – ~~T~~means the Manager of Parks ~~and Community Development~~ for the City of Whitehorse or ~~his/her~~their approved designate.

“Shared Use (multi-use) Trail” means a trail that accommodates more than one user group such as hikers and mountain bikers at one time.

“Snowmobile” means a motor vehicle, designed primarily for travel on snow or ice, having one or more steering skis, and self-propelled by means of an endless belt or belts driven in contact with the ground and includes a snowmobile Conversion Vehicle;

“Technical Trail Features (TTFs)” – means an obstacle on a trail designed to add a degree of difficulty to a trail in order to challenge the skill of trail users. Technical trail features can be either natural or man-made.

Man-made TTFs are considered to be:

- jumps either wood or dirt over 0.5 meters in height and over 1 meter in length;
- any wooden ramps or log rides for the purpose of adding a degree of technical skill to a trail; or
- any other feature as determined by the Manager.

Natural TTFs are considered to be:

- drop-offs over 0.5 meters;
- rock slabs over 5 meters in length at a grade exceeding 30%; or
- any other feature as determined by the Manager.

For the purposes of this policy, works constructed solely for the purpose of enhancing trail safety or access (e.g., a bridge across a stream or gully), or to protect the environment (e.g., an elevated pathway over a wetland) will not be considered technical trail features.

~~“Snowmobile” means a motor vehicle, designed primarily for travel on snow or ice, having one or more steering skis, and self-propelled by means of an endless belt or belts driven in contact with the ground and includes a snowmobile Conversion Vehicle;~~

“Trail Construction Agreement” – means the form of authorization given to eligible groups or stewards by the City of Whitehorse to enable construction of new trails on municipal and/or Crown lands within the City of Whitehorse boundary.

“Trail Enhancement Agreement” – means the form of authorization given to eligible groups or stewards by the City of Whitehorse to enable enhancement of existing trails in the City Trail Network.

“Trail Use Agreement” – means ~~T~~the form of authorization given to eligible groups or stewards by the City of Whitehorse to enable Trail Construction, Trail Enhancements,

and Trail ~~Re~~mediation~~habilitation~~ and Maintenance on municipal and/or Crown lands within the City of Whitehorse boundary. Trail Use Agreements may contain terms and conditions that are appropriate to individual situations for enabling the City to achieve public safety, user and impact management objectives. Trail Use Agreements are generally in the form of a memorandum of understanding.

“Trail Construction” – means the process of establishing a new trail, involving landscaping activities and the building of trail features.~~Trail building activities that involve:~~

- ~~• ground disturbance (i.e., grubbing or excavating soils or rocks along a linear route to establish a visible, long-lasting tread way);~~
- ~~• clearing or cutting vegetation (i.e., significant, continuous uprooting of shrubs or understory plants along a linear route, or cutting standing trees); or~~
- ~~• construction of structures, such as boardwalks, bridges, TTFs and other structures, of a long-term or permanent nature.~~

“Trail Enhancement” – trail works that change the characteristics of a particular trail to improve user experience such as minor reroutes (under 100 meters), large contiguous resurfacing projects (over 10 meters) and construction of structures, such as boardwalks, bridges, TTFs or other structures, of a long-term or permanent nature.

“Trail Monitoring” – trail inspection and reporting activities on City Trails identified in the Trails Maintenance Policy 2021-02-.

“Trail Remediation~~habilitation~~ and Maintenance” – trail upkeep activities to enable/facilitate safe, enjoyable and impact-free trail use, such as grading and filling holes/ruts, armouring against erosion, improving drainage, removing hazardous roots or stones, trimming encroaching vegetation, and replacing deteriorated structures such as handrails, steps or bridging performed.

“Trail Steward” – means an organization or individual (Appendix 4) that formally takes on responsibility for the care and maintenance of a particular City Trail. A trail steward is generally a volunteer organization whose stewardship is authorized through a memorandum of understanding. The Manager or designate has the authority to amend Appendix 4 as necessary to reflect changes or additions to the list of Trail Stewards.

“Unauthorized Trail” – means any new trail constructed within City limits that is identified by the City as having been constructed without proper authority or approval.

“Whistler Trail Standards” – the standards for mountain bike trail signage, fall zones, inspection and maintenance, and TTF design and construction that are specified in the most recent version of the publication developed by the Resort Municipality of Whistler titled, “Whistler Trail Standards: Environment and Technical Trail Features” or successor publications. See: http://www.mbt.ca/assets/pdfs/trail_standards_first_edition.pdf

7. OBJECTIVES

- (1) Recognize Trail Construction and Trail Enhancements as legitimate activities within municipal boundaries, provided they are authorized and sustainable in the sense that they occur in suitable locations and do not result in unacceptable safety hazards, user conflicts, or negative environmental impacts.

- (2) Prevent a proliferation of uncoordinated and unplanned trail development.
- (3) Provide appropriate recreational trail use opportunities within municipal boundaries as a means of promoting healthy lifestyles and supporting local economic development.
- (4) Provide recreational opportunities on municipal and/or Crown lands within the City of Whitehorse boundary that accommodates demand for various types of trails, facilities and experiences, recognizing user demand for new and varied types of trail experiences will continue to evolve over time.
- (5) Promote, where appropriate, efficient land use within municipal boundaries for trail development by encouraging new trail authorizations to locate on/around the existing City Trail Network and infrastructure.
- (6) Manage safety hazards and risks associated with trail use and associated legal liability for the City and other stakeholders.
- (7) Minimize potential conflicts on municipal, crown lands and/or First Nations lands within the City of Whitehorse boundary between trail users, other approved resource users, and private property owners.
- (8) Minimize potential impacts of trail use activities on environmental and other sensitive values.
- (9) Foster cooperative partnerships with local interest groups as a means of meeting public demand for trail infrastructure and to address the issue of limited City resources to develop, maintain and manage trails in all locations where user demand exists.
- (10) Recognize a role for other partners/participants in responding to demand for trail experiences, including groups and/or organizations, other governments and the private sector.
- (11) Ensure trail development is consistent with City plans, policies and bylaws.

8. RESPONSIBILITIES

- (1) City Council shall:
 - (a) authorize new Trail Construction for trails over 500 m in length;
 - (b) designate new trails; and
 - (c) adopt new trails into the Trail Maintenance Policy 2021-02-;
- (2) City Administration (Parks ~~and Community Development~~ Department)
The Manager or designate shall:
 - (a) authorize Trail Enhancement projects;
 - (b) select an assessment team composed of Parks Department staff members for review of trail development applications;
 - (c) assess trail development applications based on the terms found in Part 13 of this policy;
 - ~~(b)~~
 - ~~(c)~~ (d) consult with stakeholders, public and community groups as required in Part 13 of this policy;
 - ~~(d)~~ (e) present recommended and present trail development authorizations to Council;

- ~~(e)~~(f) _____ renew Trail Use Agreements;
 - ~~(f)~~(g) _____ educate applicants on best construction and operation practices;
 - and
 - ~~(g)~~(h) _____ address public concerns and safety issues.
- (3) Applicants shall:
- (a) Provide all required information when proposing trail development listed in Part 12 of this policy.
- (4) Organizations and/or groups
- Where not-for-profit organizations and/or groups assume the primary Trail Monitoring and Trail Remediation~~habilitation~~ and Maintenance role on identified trails, the organization shall:
- (a) Fulfill terms in the Trail Use Agreement; and
 - (b) Perform duties consistent with the established 'level of service' assigned to each trail using criteria in the Trail Maintenance Policy 2016-04.

9. TRAIL CONSTRUCTION AND TRAIL ENHANCEMENT

- (1) Construction of trails over 500 m in length on municipal and/or Crown lands within the City of Whitehorse boundary is not permitted unless authorized by Council.
- (2) Enhancement of trails on municipal and/or Crown lands within the City of Whitehorse boundary is not permitted unless authorized by the Manager.
- (3) No Trail Enhancements are permitted on City Trails located on Kwanlin Dūn First Nation Settlement Land unless authorized by Kwanlin Dūn First Nation (see/ Appendix ~~3-2~~ for a lists of Government Partners and Appendix ~~5-4~~ for trails located on Kwanlin Dūn First Nation Settlement Land).
- (4) No Trail Enhancements are permitted on City Trails located on Ta'an Kwäch'än Council Settlement Land unless authorized by Ta'an Kwäch'än Council (see Appendix ~~5-4~~ for trails located on Ta'an Kwäch'än Council Settlement Land).
- (5) Applications for Trail Construction or Trail Enhancements on municipal and/or Crown lands within the City of Whitehorse boundary must be submitted to the Parks ~~and Community Development~~ office. Parks ~~and Community Development~~ staff will guide proponents through the authorization process. Applications should contain the information described in Part 12 of this policy.
- (6) The Manager will make authorization recommendations on the basis of various information sources, including some or all of the following:
 - information submitted by the proponent in the application package;
 - land status reports;
 - relevant sections of land/resource management plans, including recreation management plans or strategies, if available;
 - environmental review;
 - a Decision Document pursuant to the Yukon Environmental and Socio-economic Assessment Act (YESAA), where applicable;
 - referral comments;
 - site investigations;

- consultation with stakeholders and the public; and
- First Nations government consultation.
- available budget and Parks staff resources for trail maintenance.

10. APPLICANT ELIGIBILITY

- (1) Legally established groups and organizations are eligible to submit proposals for Trail Construction or Trail Enhancements, including:
 - Non-profit organizations established under the Society Act;
 - Local economic development organizations;
 - Other governments; and
 - Appropriate organizations, as determined by the Manager.
- (2) Individuals (or groups of individuals) are eligible to submit proposals only for short-term, 'one-off' Trail Enhancement projects.

11. TYPE AND TERM OF APPROVAL

- (1) Where approved by Council, Trail Construction is authorized in two ways:
 - (a) **Trail Construction Agreement:** By entering into a Trail Agreement that explicitly authorizes construction of a proposed trail that has been adopted into the official City Trail Network and managed by the City as per the Trail Maintenance Policy 2016-04.
 - (b) **Trail Use Agreement:** By entering into a Trail Agreement that explicitly authorizes construction of a proposed trail that has been adopted into the official City Trail Network and managed by the City as per the Trail Maintenance Policy 2016-04, ~~but requires ongoing trail monitoring and trail rehabilitation and maintenance tasks completed by the agreement holder.~~
- (2) Where approved by the Manager, Trail Enhancements are authorized by a:
 - (a) **Trail Enhancement Agreement:** By entering into a Trail Agreement that explicitly authorizes Trail Enhancement on a City Trail.
- (3) A Trail Use Agreement entered into with a specified party will include terms of Trail Construction, ~~other terms and conditions such as ongoing trail monitoring and trail rehabilitation and maintenance requirements, as well as special circumstances where the City is best suited to maintain the proposed trail.~~ Trail Use Agreements can contain terms and conditions that are appropriate to individual situations for enabling the City to achieve public safety, user and impact management objectives. Trail Use Agreements are generally in the form of a memorandum of understanding
- (4) A Trail Enhancement Agreement will include commensurately simple conditions (e.g., sketch map and/or a few sentences describing the approved works.)
- (5) Trail Construction Agreements and Trail Use Agreements may last for terms of up to 3 years, at the discretion of the Manager. The duration of Trail Construction Agreements will be commensurate with the nature and scope of trail activities being contemplated. Trail Enhancement Agreements that authorize short-term, small-scale trail works will normally be issued for one year or less.

- (6) Trail Construction Agreements and Trail Use Agreements can be renewed where agreed upon by the Manager and agreement holder.
- (7) Trail Construction Agreement, Trail Use Agreement and Trail Enhancement Agreement documents will be individually customized to contain terms and conditions that are appropriate to the nature and scale of the Trail Construction, Trail Enhancement and/or Trail ~~Remediation~~habilitation and Maintenance activities being approved – see Part 14, Special Requirements.

12. Content of Applications

- (1) Application for authorization to Trail Construction or Trail Enhancements should be submitted to Parks ~~and Community Development~~ staff using the City's application form available at:
<http://www.whitehorse.ca/departments/parks-and-community-development/trails>
- (2) Applications for spring commencement of Trail Construction activities shall be submitted to Parks by September 15th of the year prior to expected construction. Applicants may submit applications for Trail Construction projects after the September 15th deadline, these applications will then be considered at a later date.
- ~~(2)~~(3) Applications for straightforward, short-term or one-off Trail Enhancement works require inclusion of the following basic information:
 - Name, address and contact information of the applicant organization (or individuals);
 - Location of the proposed works, including a map showing the area of the proposed works, and names of existing trails, as appropriate;
 - General description of the proposed Trail Construction, ~~Remediation~~habilitation or Maintenance activities that will be undertaken; and
 - Timeframes when the work would occur.
- ~~(3)~~(4) Applications for Trail Use Agreements, where an ongoing ~~trail monitoring and Trail Maintenance~~rehabilitation role by the applicant is envisioned, should include the above information as well as:
 - explanation of the applicant's experience, capability and capacity to undertake Trail Construction and/or Trail Enhancement activities; ~~demonstration of the capability, capacity and commitment of the organization to provide maintenance and trail monitoring services over the longer term;~~
 - a certificate of general liability insurance at a minimum amount of \$~~32~~,000,000 with the City named as an additional insured;
 - ~~an identification~~indication of other recreational users and resource users of the trail area under application, and measures proposed for preventing or minimizing user and resource conflicts;
 - measures proposed for ensuring trails will be safe and durable;

and

- measures that will be employed to ensure trail work is environmentally sound.

13. APPROVAL PROCESS

Wherever possible, the City will encourage trail use on the City Trail Network to prevent a proliferation of uncoordinated and unplanned trail development on municipal and/or Crown lands within the City of Whitehorse boundary.

- (1) The Manager can approve proposals for Trail Enhancements on City Trails and new City Trails under 500 meters in length provided that public safety, user conflicts, and environmental issues can be successfully managed.
- (2) Council can approve proposals to expand/diversify the City Trail Network ~~by constructing new trails~~ for construction of new City Trails over 500 meters in length that inter-connect with the existing City Trails, provided that:
 - (a) public safety, user conflicts, City resources and environmental issues can be successfully managed; ~~and~~
 - ~~(b) if City management of the expanded trail system would not be possible, the proposal will be entertained only if the proponent is willing to take on an ongoing trail monitoring and trail rehabilitation and maintenance role outlined in a Trail Use Agreement and can demonstrate the capacity to take on such a role.~~
- (3) Proposals to develop new trails on municipal and/or Crown lands within the City of Whitehorse boundary that are not part of or integrated with the existing City Trail Network will be accepted for review only if:
 - (a) an approved, City plan, exists which recommends the area for trail development/use; ~~and~~
 - (b) the area is permitted for trail development in the City's Zoning Bylaw; and/or
 - (c) the proponent is representative of a community based trail organization; ~~and~~
 - ~~(d) the proponent is willing to take on an ongoing trail monitoring and trail rehabilitation and maintenance role outlined in a Trail Use Agreement and can demonstrate the capacity to take on such a role.~~

This applies to trails that have been built on municipal and/or Crown lands within the City of Whitehorse boundary without prior authorization.

- (4) Where applications are accepted for review, the Manager will assess the suitability of the proposal on its merits. This will involve reference to information from:
 - a land status check;
 - environmental review including identification of permit requirements and proximities to sensitive areas (environmentally sensitive and water features);
 - a Decision Document pursuant to the Yukon Environmental and Socio-economic Assessment Act (YESAA), where applicable;
 - referral to other interest groups;

- review of existing land-use plans, as appropriate;
- compliance with First Nations consultation requirements; and
- reference to the considerations and impact mitigation strategies identified in Appendix 1.

(5) Where applications are accepted for review, the Manager may approve an application for trail construction if the following conditions are met:

- (a) a proposed trail is less than 500 meters in length;
- (b) a proposed trail will be 1.5 meters or less in width; and
- (c) public safety, user conflicts and environmental issues can be safely managed.

~~(5)~~(6) ~~Where applications are accepted for review, t~~The Manager will ~~notify relevant stakeholders, community groups and other organizations of proposed trail developments and will receive comments~~post the application publicly for a period of three weeks after notification when:

- (a) a proposed trail exceeds 500 meters in length;
- (b) a proposed trail exceeds 1.5 meters in width; and/or
- ~~(c) a self-propelled power driven machine for moving earth or clearing land of vegetation is proposed for construction (this excludes the use of ATVs, Automobiles and Snowmobiles for transportation of tools and materials).~~

~~(d) The Manager will initiate public consultation when:~~

~~a proposed trail exceeds 1000 meters in length;~~

~~a proposed trail exceeds 1.5 meters in width; and/or~~

- ~~(e)(c) a self-propelled power driven machine for moving earth or clearing land of vegetation is proposed for construction (this excludes the use of ATVs, automobiles and snowmobiles for transportation of tools and materials).~~

~~(6)~~(7) The Manager will present complete applications to Council for approval. Council approval consists of authorizing Trail Construction for trails over 500 m in length, designating proposed trails and adopting proposed trails into the Trail Maintenance Policy 2021-02.

~~(7)~~(8) If approved by Council, the Manager will:

- enter into a Trail Construction Agreement with the proponent containing terms of Trail Construction and any special requirements identified in Part 14 of this policy. Once a Trail Construction Agreement is in place and all permit requirements are met, Trail Construction can proceed; or
- negotiate the terms of a Trail Construction~~Use~~ Agreement with the proponent. The Trail Use Agreement will include:
 - terms of Trail Construction;
 - other terms and conditions such as ongoing Trail ~~monitoring and rehabilitation and~~ Maintenance requirements;
 - circumstances where the City is best suited to maintain the proposed trail;

- appropriate provisions for addressing safety, conflict and impact issues (e.g., see Appendix 1); and
- any special requirements identified in Part 14 of this policy.

Once a Trail [Construction](#)[Use](#) Agreement is in place and all permit requirements are met, Trail Construction can proceed. ~~The proposed trail will be maintained and monitored by the proponent pursuant to the Trail Use Agreement, under the supervision of the City.~~

~~(8)~~[\(9\)](#) If not approved, the application will be disallowed, and the proponent will be notified of the decision. If an application that is disallowed involves trails that had been built without prior authorization, the Manager may order removal of the illegal trail facilities.

14. Special Requirements

- (1) Issuance of a Trail [Use](#) Agreement does not extend a right of exclusive control, use or possession of any trails. All trails established under this policy will continue to be Shared Use (multi-use) Trails that are open to all types of recreation, unless otherwise restricted or prohibited.
- (2) Where TTFs ARE NOT proposed:
 - these authorizations are subject to the requirement for the agreement holders to follow IMBA's trail building guidelines and any other requirements included in the Trail Construction Agreement, Trail Enhancement or Trail Use Agreement; or
 - these authorizations are subject to the requirement for the agreement holders to follow engineering standards and guidelines, and any other requirements included in the Trail Construction Agreement, Trail Enhancement Agreement or Trail Use Agreement when proposed trails are over 1.5 meters wide and intended for ATV use; and
 - follow the City's procedures for Trail Monitoring and maintaining trails as specified in a Trail Use Agreement consistent with the established 'level of service' assigned to each trail using criteria in the Trail Maintenance Policy 2021-02.
- (3) Where TTFs ARE proposed, agreement holders will be required to meet the following provisions aimed at minimizing public safety and liability risks:
 - Follow the IMBA Guidelines, the Whistler Trail Standards and any other requirements included in the Trail Construction Agreement, Trail Enhancement Agreement or Trail Use Agreement when planning, constructing, rehabilitating and maintaining trails. Note: consistent with Whistler Trail Standards, Expert Unlimited trails will not be authorized, however there may be some of these elements on a trail based on conditions specified by the City; ~~and~~
 - Follow the City's procedures for Trail Monitoring and maintaining trails as specified in a Trail Use Agreement consistent with the established 'level of service' assigned to each trail using criteria in the Trail Maintenance Policy 2021-02; [and](#)

- Repair or eliminate known safety hazards.
- (4) Trail Agreements will contain an operating plan schedule, in appropriate detail, the Trail Construction, Trail Enhancement, ~~trail monitoring~~, and Trail ~~rRemediation~~habilitation and Maintenance work that the agreement holder is authorized to conduct. Operating plans will be valid for the term of the agreement.
- In the case of simple, one-off, short-term Trail Enhancement works proposals, the operating plan should be commensurately simple (e.g., sketch map and/or a few sentences describing the approved works.)
- In the case of Trail Use Agreements, the agreement holder will be required to submit a proposed operating plan for approval by the Manager before the trail work can commence. Operating plans should contain a description of the location (map required at appropriate scale – e.g., 1:20 000), and the nature and timing of the proposed trail works. Operating plans should also identify measures that will be implemented for ensuring trail safety, preventing/minimizing conflicts with other trail and resource users, and preventing/minimizing environmental impacts.

15. Authorization Decision Review

- (1) If an applicant is dissatisfied with a City decision on an authorization to construct, rehabilitate or maintain a trail or a Trail Partnership Agreement application, a review of the application may be requested by appealing in writing to the City Manager within 14 days of the City giving notice of decision to the applicant. The City Manager, or their delegate, shall issue a written decision on any appeal within 30 days of receiving the written appeal from an applicant. The decision of the City Manager, or their delegate, is final and binding on the applicant. ~~If an applicant is dissatisfied with a City decision on an authorization to construct, rehabilitate or maintain a trail or a Trail Partnership Agreement application, a review of the application may be requested. The applicant can appeal the decision to Council by means of a formal letter.~~

16. Monitoring and Enforcing Trail Agreements

- (1) The Manager will allocate available resources to monitor and inspect authorized trails and assess compliance with the Trail Use Agreement terms and conditions, including the requirement to comply with the IMBA Guidelines and the Whistler Trail Standards. The Manager may retain independent technical expertise TTF development to assess / audit compliance with the guidelines and standards.
- (2) If public safety, user or resource conflicts, environmental impact issues, or agreement compliance deficiencies are identified, the Manager will provide the agreement holder with verbal and written notice of the problem and a reasonable amount of time for the problem to be corrected. The Manager may independently take temporary action to correct an urgent public safety problem (e.g., close a trail section; repair or remove a structure).

- (3) Where disputes arise between City and an agreement holder over compliance questions, the City has the authority to vary or cancel Trail Use Agreements to address public safety, trail or resource user conflicts, or environmental impact issues. The agreement holder can appeal the decision to the City Manager by means of a formal letter. ~~Where disputes arise between City and an agreement holder over compliance questions, the City has the authority to vary or cancel tTrail Use aAgreements to address public safety, trail or resource user conflicts, or environmental impact issues. The agreement holder can appeal the decision to Council by means of a formal letter.~~

17. Where Trail Agreements Are Not Possible

- (1) Where the City becomes aware of the existence of Unauthorized Trails and there is not a local organization with the interest or capacity to assume an ongoing Trail Monitoring, and Trail ~~r~~Remediation~~habilitation~~ and Maintenance role, the Manager will assess the trails from a public interest perspective. Consideration will be given to:
- appropriate location;
 - popularity with trail users;
 - public safety, user/resource conflicts, or environmental impact concerns; and
 - existing City operations and maintenance budget and staff levels.~~---~~

~~---~~Council may adopt the trails into the official City Trail Network and the trails will be managed by the City pursuant to the Trail Maintenance Policy 2021-02.

- (2) If the criteria in Part 17(1) above cannot be met, the City will take appropriate action, subject to the availability of resources, to address concerns. This action may include dismantling TTFs, environmental remediation efforts, or posting an order prohibiting trail use.

18. Trail Planning

- (1) Where trail user or resource conflict issues emerge on City Trails, the Manager may initiate a trail planning process/strategy to work with local interests and identify solutions to issues (e.g., voluntary agreements among users on ways to meet users' interests and minimize trail use conflicts).
- (2) The Manager will participate, to the extent possible, in inter-agency integrated land/resource planning initiatives to ensure that trail opportunities are considered in the planning process, and identify areas with trail potential/suitability.
- (3) Where applicable, the Manager will aid and collaborate with Trail Use Agreement holders to identify and access potential funding sources for approved trail development projects.

19. Safety

- (1) All work shall be carried out in accordance with the General Safety Regulations of the *Yukon Occupational Health and Safety Act*.

APPENDICES

Appendix 1 – Trail Hazard, Conflict, and Impact Reduction Strategies

Appendix 2 – Government Partners

Appendix 3 – Trail Stewards

Appendix 4 – Trails Crossing First Nation Settlement Lands

~~Appendix 5 – Trail Development Process~~

SUPPORTING REFERENCES

The *Municipal Act*, related council bylaws and policies, and other applicable Acts and Regulations, as amended from time to time.

Please note that some documents may not be publicly available. Contact the Parks department for additional applicable procedures, bylaws, Acts and supporting references.

HISTORY OF AMENDMENTS

<u>Date of Council Decision</u>	<u>Resolution Number</u>	<u>Description</u>
June 25, 2018	2018-14-15	Initial policy adopted

APPENDIX 1. TRAIL HAZARD, CONFLICT AND IMPACT REDUCTION STRATEGIES

This appendix describes strategies for mitigating safety / user conflicts, and impact issues that are potentially associated with trail development and use. Depending on the specifics of individual trail situations, these may be adopted as provisions in Trail Use Agreements, proposed as voluntary measures, or put into action by the City as part of general implementation of the City Trails program.

A. REDUCING SAFETY HAZARDS

When processing applications and implementing agreements for Trail Construction, ~~r~~Remediationhabilitation and Maintenance, the Manager will consider the following factors that can influence public safety risks:

- Whether the trail system involves TTFs, either man-made or natural;
- Whether the trails, facilities and features are developed and managed according to guidelines/standards;
- Steepness of trails;
- Speed at which trails are/will be used;
- Adequacy of visibility/sight lines along trails;
- Volume of use that the trails receive;
- Degree to which trails are accessible/proximate to settled areas, and therefore receive a high volume of use by a wide cross-section of users;
- User types and profiles (e.g., are users experienced/skilled, novice, knowledgeable about the area, a combination thereof);
- Potential for encounters for different types of trail users (e.g., mountain bikers, hikers, equestrians, dirt bikers, etc.);
- Potential for trail instability/deterioration and environmental damage (e.g., as a result of erosion);
- Whether or not the local organization has demonstrated capacity/interest in developing and managing safe trail systems; and
- Other factors that may influence hazard/safety levels, as identified by the Manager.

Strategies for managing public safety include:

Authorization of Appropriate Trails – Authorize trail works only if public safety (and other) issues can be sufficiently addressed.

Management Agreements – Enter into long-term Trail ~~Use~~aAgreements with qualified organizations to ensure appropriate trail development and upkeep.

Enforce Guidelines and Standards – Require conformance with the IMBA Guidelines and Whistler Trail Standards.

Remove Hazards – Close/dismantle all or a portion of a trail or TTF. Mitigate a Hazard – Modify a trail or TTF to remedy a hazard situation.

User Education – Promote user education/awareness of risk levels and safe riding techniques (e.g., through communication materials, safety workshops, etc.).

User Skills – Enhance user skill levels/abilities (e.g., through skills camps).

Trail Builder Education – Educate trail building volunteers on skills and techniques for building safe and sustainable trails.

Zoning – Close certain areas or trails to types of recreation uses and encourage that use on other areas. This method depends on having other areas available and usable.

B. REDUCING RECREATIONAL AND RESOURCE USE CONFLICTS

Options for addressing conflict between recreational users, and conflict with other resource users, are listed below in the general order of preference for implementation. (Note: For more information, see the IMBA document The Minimum Tool Rule: A Hierarchy of Options for Managing Trail User Conflicts, available at www.imba.com/resources/bike_management/hierarchy.html).

Post Signs – For example, advising caution; reminders of trail ethics/conduct; urging cyclists to stay on routes, slow down, limit party size, consider other users; identifying any local trail ‘rules’ that may be in effect; etc. Self-Monitoring – Encourage cyclists to patrol their own ranks in a positive way.

Education – Work with local clubs, special interest groups and others to educate users about low impact and responsible trail use, riding etiquette (codes of conduct/ethics), and consideration for other users.

Develop posters, brochures, and logos or trademarks as a reminder/symbol of considerate trail use.

Educate local groups and/or organizations about proper procedures/standards for designing and building sustainable trails.

Relationship Building – Encourage positive interaction among different trail users (e.g., joint trail maintenance projects, forming trail advisory committees).

Training – Develop and implement training programs on low impact trail use to be presented by clubs, organizations, bike shops, etc.

Trail Design – On new trails or trails that can be modified, include design features that restrict speed and enhance sight distance, and build wide or pull-out sections to facilitate safe passing (see Whistler and IMBA design standards/guidelines).

Barriers to Speed Control – Subject to safety considerations, leave or install barriers in the trail to control speed (e.g., rocks, roots, bumps, tight curves, down trees, speed barriers, water bars).

Requested Walking Zone – Signs that request or require cyclists to walk their bikes in certain areas where speed, recklessness or congestion are potential problems.

One-way Only – Designate direction of travel on trails with heavy use, to avoid the potential for collisions.

Post Speed Limits – Set maximum allowable or recommended speeds for users.

Encourage voluntary compliance in positive enforcement. Encourage speeds that allow a user to stop in less than half the distance they can see.

Patrols – Use trained volunteer groups to patrol trails and talk with cyclists to dispense advice and monitor compliance with trail rules and codes of conduct.

Separate Sections – Construct separate routes for different uses where there is the greatest congestion (e.g., at trailheads).

The City may also facilitate local management planning processes that bring together the affected interests to cooperatively identify solutions for addressing user conflicts (and possibly other) issues. The planning processes may identify any of the above, or other, solutions for addressing conflict and impact issues.

C. REDUCING IMPACTS ON ENVIRONMENTAL AND RESOURCE VALUES

To address potential issues of trail development and use impacts on environmental and other resource values, the City will apply the following strategies, as appropriate, to individual situations and as resources permit:

Proactive Planning – Ensure that areas appropriate and suitable for trail development/use are identified through management planning processes that consider sensitive environmental and other resource values (e.g., wetlands, unstable soils, valuable habitats, cultural/heritage values).

Environmental Design – As part of the trail authorization process, encourage applicants and Trail [Use](#) Agreement holders to work with land managers in a process to identify/map sensitive values, and design and construct trails accordingly. Apply the IMBA guidelines and Whistler standards for environmental design (e.g., stream crossings, drainage, habitat considerations, appropriate trail widths, environmentally sensitive construction materials and best practices).

Monitoring and Impact Mitigation – Monitor environmental impacts from trail development and use (e.g., erosion, water quality, vegetation disturbance, wildlife disturbance), and mitigate problems as they arise. Mitigation may involve the need to permanently or temporarily close or relocate a trail or trail segment (e.g., during wet periods, during wildlife breeding periods), rehabilitate an area, re-design a trail segment or feature, educate users, etc.

User Education – Work with local clubs and other interests to educate users on ways to minimize environmental impacts (e.g., stay on the trail, ‘riding’ vs. ‘sliding’), and prevent the spread of noxious weeds. Use signage as appropriate.

APPENDIX 2. GOVERNMENT PARTNERS

Kwanlin Dŭn First Nation

Yukon Government

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APPENDIX 3. TRAIL STEWARDS

Contagious Mountain Bike Club (CMBC)

Klondike Snowmobile Association (KSA)

Whitehorse [Nordic](#)~~Cross Country~~ Ski [Society](#)~~Club~~ (W[NSS](#)~~CCSC~~)

APPENDIX 4.

TRAILS CROSSING KWANLIN DÚN FIRST NATION SETTLEMENT LAND

~~Hospital Ridge Trail~~

El Camino

My Trail

Hula Girl

Copper Ridge Trail

Copper-McIntyre Ridge Trail

~~Bower~~

Quickie

McIntyre Crossing

Long Flat/Cantlie Lake Connector

Bypass

Fat Tire Fever

Yukon River Trail

R&D North

R&D South

Waterfront Trail

Hamilton Boulevard Trail

TRAILS CROSSING TA'AN KWÄCH'ÄN COUNCIL SETTLEMENT LAND

Hospital Ridge Trail