

CITY OF WHITEHORSE
REGULAR Council Meeting #2025-11

DATE: Monday, June 9, 2025

TIME: 5:30 p.m.

Mayor Kirk Cameron
Deputy Mayor Anne Middler
Reserve Deputy Mayor Dan Boyd

AGENDA

CALL TO ORDER 5:30 p.m.

AGENDA Adoption

PROCLAMATIONS

MINUTES Regular Council meeting dated May 26, 2025

DELEGATIONS

PUBLIC HEARING

STANDING COMMITTEE REPORTS

Public Health and Safety Committee – Councillors Middler and Boyd

1. Traffic Bylaw Amendment – Neighbourhood Speed Limit Reduction

Corporate Services Committee – Councillors Boyd and Melnychuk

1. Municipal Charges and Community Service Grants
2. Budget Amendment – Standard Building Design Guides
3. 2025-2028 Council Strategic Priorities

City Planning Committee – Councillors Morris and Middler

1. Change of Use – Kwanlin Dün First Nation Valleyview Settlement Lands
2. Zoning Amendment – 10 Eldorado Drive
3. Zoning Amendment – 14 Tarahne Way

Development Services Committee – Councillors Gallina and Hamilton

City Operations Committee – Councillors Melnychuk and Morris

Community Services Committee – Councillors Hamilton and Gallina

1. Lease Agreement – Takhini Arena Concession Services
2. Parks Maintenance Policy Amendment – Protective Floatation Device Provisions

NEW AND UNFINISHED BUSINESS

CITY OF WHITEHORSE
REGULAR Council Meeting #2025-11

DATE: Monday, June 9, 2025
TIME: 5:30 p.m.

AGENDA (cont'd)

BYLAWS

2025-27	Zoning Amendment – 10 Eldorado Drive	1 st Reading
2025-29	Zoning Amendment – 14 Tarahne Way	1 st Reading
2025-23	Lease Agreement – Takhini Arena Concession Services	1 st and 2 nd Reading
2025-25	Traffic Bylaw Amendment – Neighbourhood Speed Limit Reduction	1 st and 2 nd Reading
2025-26	Community Service and Municipal Charges Grants Bylaw	1 st and 2 nd Reading
2025-28	Lease Agreement – Frank Slim Building Concession Services	3 rd Reading

ADJOURNMENT

MINUTES of REGULAR Meeting #2025-10 of the Council of the City of Whitehorse
called for 5:30pm on Monday, May 26, 2025, in Council Chambers, City Hall.

PRESENT: Mayor Kirk Cameron
Councillors Dan Boyd
Paolo Gallina
Jenny Hamilton
Eileen Melnychuk
Anne Middler
Lenore Morris

ALSO PRESENT: City Manager Jeff O'Farrell
Director of Community Services Krista Mroz
Director of Corporate Services Valerie Braga
Director of Development Services Lindsay Schneider
Director of Operations Travis Whiting
Director of People, Culture, and Technology Landon Kulych

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

CALL TO ORDER

AGENDA

2025-10-01

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

Carried Unanimously

PROCLAMATIONS

Mayor Kirk Cameron proclaimed the month of June 2025 to be Indigenous History Month in the city of Whitehorse, a time to celebrate indigenous culture, reflect on historical injustices faced by indigenous people, and encourage action towards reconciliation.

Indigenous History Month

Mayor Kirk Cameron proclaimed the month of June 2025 to be Filipino Heritage Month, a time to celebrate Filipino culture and acknowledge the important role the Filipino community has had in the city's growth.

Filipino Heritage Month

Mayor Kirk Cameron proclaimed the month of June 2025 to be National Pride Month, a month of events and activities to build understanding of and celebrate the queer and gender diverse community.

National Pride Month

MINUTES

2025-10-02

It was duly moved and seconded
THAT the Minutes of the Regular Council meeting dated May 12, 2025 be adopted as presented.

Carried Unanimously

DELEGATE SUBMISSIONS

Delegate Peter Long raised concerns that the proposed amendments to the Trail Development Policy do not address the ongoing challenges with the airport perimeter trail.

Peter Long – Trail
Development Policy

COMMITTEE REPORTS

Public Health and Safety Committee

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

No Report

Corporate Services Committee

2025-10-03

It was duly moved and seconded
THAT Council approve the amendments to the Civility Policy.

Civility Policy Amendments

Carried Unanimously

City Planning Committee

2025-10-04

It was duly moved and seconded
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.

Public Hearing Report –
Zoning Amendment – Airport
Approach Light Towers

Carried Unanimously

Development Services Committee

As requested by a Committee member, Administration confirmed that an application has not yet been received for specific proposed exploration activities and that the City's role in approval is to confirm that the land use is permitted under the Zoning Bylaw and Official Community Plan.

New Business – Mining
Exploration Status

As requested by Committee members, Administration noted that the territorial government has primary responsibility for water protection and regulation as outlined in the Umbrella Final Agreements and Yukon Waters Act, and that the City's responsibility is limited to ensuring compliance with municipal legislation. Additional questions were raised regarding the methods and protocols of Yukon Environmental and Socio-economic Assessment Board, the City's permit approval process, water quality testing procedures, and the possibility of the City becoming more involved in protecting water.

New Business – Water
Governance and Stewardship

Delegate Tory Russell, representing Yukoners Concerned, presented to Council about how drilling and mining activities can negatively impact community drinking water. The delegate advocated for the City to require scientific assessments before approving mining permit applications and to open communications with other governments to ensure water safety is maintained.

Delegate Tory Russell,
Yukoners Concerned – Water
Security

Delegate Spence Hill raised concerns that water protection regulations are not thorough enough to adequately ensure the safety of the water sources that residents rely on. The delegate urged the City to take primary responsibility in water protection by regulating harmful activities and leading a collaborative effort to establish a source water protection plan.

Delegate Spence Hill –
Protection of Water

City Operations Committee

Committee members noted risks to cyclist and motorist safety due to decommissioned railroad crossings on Second and Fourth Avenue, to which Administration confirmed that potential repair of the areas could be considered during upcoming road maintenance projects.

New Business – Road Safety
at Rail Crossings

Community Services Committee

2025-10-05

It was duly moved and seconded
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.

Lease Agreement – Frank
Slim Building Concession
Services

Carried Unanimously

2025-10-06

Following discussion, it was duly moved and seconded
THAT the proposed amendments to the Trail Maintenance Policy be revised; and
THAT Council approve the amendments to the Trail Maintenance Policy.

Trail Maintenance Policy
Updates

Carried Unanimously

2025-10-07

Following discussion, it was duly moved and seconded
THAT the proposed amendments to the Trail Development Policy be revised; and
THAT Council approve the amendments to the Trail Development Policy.

Trail Development Policy
Updates

Carried Unanimously

A Committee member inquired about the status of the trail along the top of the escarpment perimeter. Administration noted that the developer had identified challenges related to the fence line and regulatory requirements and advised that clarification specific to the trail could be requested.

New Business – Escarpment
Trail

BYLAWS

2025-10-08

It was duly moved and seconded
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 given First Reading.

Carried Unanimously

BYLAW 2025-28

Lease Agreement – Frank
Slim Building Concession
Services
FIRST READING

2025-10-09

It was duly moved and seconded
THAT Bylaw 2025-28 be given Second Reading.

Carried Unanimously

BYLAW 2025-28

Lease Agreement – Frank
Slim Building Concession
Services
SECOND READING

2025-10-10

It was duly moved and seconded
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 given Second Reading.

Carried Unanimously

BYLAW 2025-16

Zoning Amendment –
Airport Approach Light
Towers
SECOND READING

2025-10-11

It was duly moved and seconded
THAT Bylaw 2025-16 be given Third Reading.

Carried Unanimously

BYLAW 2025-16

Zoning Amendment –
Airport Approach Light
Towers
THIRD READING

2025-10-12

It was duly moved and seconded
THAT Bylaw 2025-24, a bylaw to amend the Building and Plumbing Bylaw, be given Third Reading.

Carried Unanimously

BYLAW 2025-24

Building and Plumbing
Bylaw Amendment –
Section 86
THIRD READING

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

Kirk Cameron, Mayor

Corporate Services



Minutes of the meeting of the Public Health and Safety Committee

Date	June 3, 2025	2025-11
Location	Council Chambers, City Hall	
	Councillor Anne Middler - Chair	
	Mayor Kirk Cameron	
Committee Members	Councillor Paolo Gallina	
	Councillor Jenny Hamilton	
Present	*Councillor Eileen Melnychuk	
	Councillor Lenore Morris	
Absent	Councillor Dan Boyd	
	Jeff O'Farrell, City Manager	
	Krista Mroz, Director of Community Services	
Staff	Valerie Braga, Director of Corporate Services	
Present	Lindsay Schneider, Director of Development Services	
	Travis Whiting, Director of Operations	
	Landon Kulych, Director of People, Culture, and Technology	
	Rob Dickson, Manager, Engineering Services	

* Indicates electronic participation

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

1. Traffic Bylaw Amendment – Neighbourhood Speed Limit Reduction

Administration presented proposed amendments to the Traffic Bylaw as provided in the Transportation Master Plan that aim to reduce the speed limit on all residential streets to 40km/h, except for those currently reduced to 30km/h. Additional information was provided on planned public communication following the reduction, RCMP collaboration, and the factors that determined 40km/h as the reduced speed.

The Recommendation of the Public Health and Safety Committee is

THAT Council direct that proposed Bylaw 2025-25, a bylaw to amend the Traffic Bylaw regarding Neighbourhood Speed Limit Reductions, be brought forward for consideration under the Bylaw process.



Minutes of the meeting of the Corporate Services Committee

Date	June 3, 2025	2025-11
Location	Council Chambers, City Hall	
	Councillor Paolo Gallina - Chair	
	Mayor Kirk Cameron	
Committee Members Present	Councillor Jenny Hamilton	
	*Councillor Eileen Melnychuk	
	Councillor Anne Middler	
	Councillor Lenore Morris	
Absent	Councillor Dan Boyd	
	Jeff O'Farrell, City Manager	
	Krista Mroz, Director of Community Services	
Staff Present	Valerie Braga, Director of Corporate Services	
	Lindsay Schneider, Director of Development Services	
	Travis Whiting, Director of Operations	
	Landon Kulych, Director of People, Culture, and Technology	
	Svetlana Erickson, Manager, Financial Services	

* Indicates electronic participation

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

1. Community Service and Municipal Charges Grants Bylaw

The proposed 2025 Municipal Charges and Community Service Grants were presented for authorization through proposed Bylaw 2025-26. As requested by Committee members, Administration expanded on eligibility criteria and calculation methods, specific applications, and on the other grant programs provided by the City.

The Recommendation of the Corporate Services Committee is

THAT the Council direct that Bylaw 2025-26, a bylaw to authorize municipal charges and community services grants in the amount of \$273,557.84 for the year 2025, be brought forward for consideration under the bylaw process.

2. Budget Amendment – Standard Building Design Guides

A budget amendment was presented to add the Standard Building Design Guides project in the amount of \$50,000 to the 2025-2028 Capital Expenditure Program as directed by the Council motion passed on April 28, 2025.

The Recommendation of the Corporate Services Committee is

THAT Council amend the 2025-2028 Capital Expenditure Plan and approve the creation of a new capital project for Standard Building Design Guides in the amount of \$50,000, funded by the General Reserve.

3. Council Strategic Priorities

Administration presented the proposed 2025-2028 Council Strategic Priorities for approval. The Strategic Priorities include Supporting Growth and Sustainability; Investing in Infrastructure; Good Government; Service and Organizational Excellence; Quality of Life, Well-Being, and Connection; and Community Safety and Resilience. Several Committee members noted personally looking forward to bringing the priorities identified into reality, and encouraged community members to engage with Council and provide feedback.

The Recommendation of the Corporate Services Committee is

THAT Council adopt the 2025-2028 Council Strategic Priorities by resolution.

4. New Business – FCM Annual Conference and Trade Show

The Committee members that attended spoke to the 2025 Federation of Canadian Municipalities Annual Conference and Trade Show in Ottawa, noting appreciation for the experience and how it was a good opportunity to learn from and connect with officials across Canada.



Minutes of the meeting of the City Planning Committee

Date	June 3, 2025	2025-11
Location	Council Chambers, City Hall	
	Councillor Lenore Morris - Chair	
	Mayor Kirk Cameron	
Committee Members	Councillor Paolo Gallina	
	Councillor Jenny Hamilton	
Present	*Councillor Eileen Melnychuk	
	Councillor Anne Middler	
Absent	Councillor Dan Boyd	
	Jeff O'Farrell, City Manager	
	Krista Mroz, Director of Community Services	
Staff	Valerie Braga, Director of Corporate Services	
Present	Lindsay Schneider, Director of Development Services	
	Travis Whiting, Director of Operations	
	Landon Kulych, Director of People, Culture, and Technology	
	Darcy McCord, A/Manager, Planning and Sustainability Services	

* Indicates electronic participation

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

1. Change of Use – Kwanlin Dün First Nation Valleyview Settlement Lands

A variation agreement with the Kwanlin Dün First Nation (KDFN) was presented to lift land use restrictions on two KDFN Settlement Land Parcels to allow for a broader range of development as outlined in the Valleyview South Master Plan. As requested by a Committee member, Administration confirmed that KDFN was involved in the designation and vision provided by the Valleyview South Master Plan.

The Recommendation of the City Planning Committee is

THAT Council authorize the Mayor, on behalf of Council, to enter into an agreement with Kwanlin Dün First Nation to vary the land use and development designation of KDFN Settlement Land Parcels C-117B and C-141B.

2. Zoning Amendment – 10 Eldorado Drive

An application was presented to amend the zoning of 10 Eldorado Drive to allow for the development of a 1.8m high fence to provide privacy and security. Administration responded to questions regarding the alternative notification methods in the event of a postal delivery disruption.

The Recommendation of the City Planning Committee is

THAT Council direct that Bylaw 2025-27, a bylaw to amend the zoning of 10 Eldorado Drive, from PS – Public Service to PSx(f) – Public Service (modified), to allow for a 1.8 m fence in the front yard, be brought forward for consideration under the bylaw process; and

THAT Council authorize the use of alternative notification methods in the event of a postal delivery disruption.

3. Zoning Amendment – 14 Tarahne Way

An application to amend the zoning of 14 Tarahne Way to allow for the development of an eating and drinking establishment with a drive-through component was presented. As requested by Committee members, Administration provided additional information on the potential of similar establishments nearby, where the drive-through could be located on the lot, and the urban centre proposed for future development within the subdivision.

The Recommendation of the City Planning Committee is

THAT Council direct that Bylaw 2025-29, a bylaw to amend the zoning of 14 Tarahne Way, from CNC – Comprehensive Neighbourhood Commercial to CNCx(d) – Comprehensive Neighbourhood Commercial (modified), to allow for an eating and drinking establishment including a drive-through, be brought forward for consideration under the bylaw process; and

THAT Council authorize the use of alternative notification methods in the event of a postal delivery disruption.

4. Delegate Michael Hale, Northern Vision Development – Zoning Amendment – 14 Tarahne Way

Delegate Michael Hale, representing Northern Vision Development, presented supplementary information on the proposed development at 14 Tarahne Way contingent on the adoption of the Zoning Amendment for the site. As requested by Committee members, the delegate provided additional information on the vision for the area, interested service providers, and the planning process should the amendment move forward.



Minutes of the meeting of the Development Services Committee

Date	June 3, 2025	2025-11
Location	Council Chambers, City Hall	
	Councillor Paolo Gallina - Chair	
	Mayor Kirk Cameron	
Committee Members	Councillor Jenny Hamilton	
	*Councillor Eileen Melnychuk	
Present	Councillor Anne Middler	
	Councillor Lenore Morris	
Absent	Councillor Dan Boyd	
	Jeff O'Farrell, City Manager	
	Krista Mroz, Director of Community Services	
Staff	Valerie Braga, Director of Corporate Services	
Present	Lindsay Schneider, Director of Development Services	
	Travis Whiting, Director of Operations	
	Landon Kulych, Director of People, Culture, and Technology	

* Indicates electronic participation

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

1. New Business – Truth and Reconciliation Final Report Reflection

A Committee member took a moment to reflect on the Truth and Reconciliation Commission's Final Report released June 1, 2015, acknowledging the work towards reconciliation over the ten-year period, and calling attention to the action, effort, and collaboration still required.

2. Proclamation – World Environment Day (June 5, 2025)

Mayor Kirk Cameron proclaimed June 5, 2025, to be World Environment Day in the city of Whitehorse, the 2025 theme being to focus on ending plastic pollution and urgent action towards a sustainable future.



Minutes of the meeting of the City Operations Committee

Date	June 3, 2025	2025-11
Location	Council Chambers, City Hall	
	Councillor Lenore Morris - Chair	
	Mayor Kirk Cameron	
Committee	Councillor Paolo Gallina	
Members	Councillor Jenny Hamilton	
Present	*Councillor Eileen Melnychuk	
	Councillor Anne Middler	
Absent	Councillor Dan Boyd	
	Jeff O'Farrell, City Manager	
	Krista Mroz, Director of Community Services	
Staff	Valerie Braga, Director of Corporate Services	
Present	Lindsay Schneider, Director of Development Services	
	Travis Whiting, Director of Operations	
	Landon Kulych, Director of People, Culture, and Technology	

* Indicates electronic participation

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

1. New Business – Hillcrest Reconstruction

As requested by a Committee member, Administration provided information on the reconstruction project in the Hillcrest neighbourhood, describing potential disruptions to residents over the project's duration.



Minutes of the meeting of the Community Services Committee

Date	June 3, 2025	2025-11
Location	Council Chambers, City Hall	
	Councillor Jenny Hamilton– Chair	
	Mayor Kirk Cameron	
Committee Members	Councillor Paolo Gallina	
	*Councillor Eileen Melnychuk	
Present	Councillor Anne Middler	
	Councillor Lenore Morris	
Absent	Councillor Dan Boyd	
	Jeff O'Farrell, City Manager	
	Krista Mroz, Director of Community Services	
Staff	Valerie Braga, Director of Corporate Services	
Present	Lindsay Schneider, Director of Development Services	
	Travis Whiting, Director of Operations	
	Landon Kulych, Director of People, Culture, and Technology	
	Keri Rutherford, Manager, Recreation	
	Kimberly Schlosser, Supervisor, Parks	

* Indicates electronic participation

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

1. Lease Agreement – Takhini Arena Concession Services

A proposal was presented to enter into a lease agreement with CHIPINN FISH & CHIPS INC to provide seasonal food concession services at the Takhini Arena. Services would be provided for the winter season defined as October 31 to March 31, and the lease term is set to expire on September 30, 2027. Additional information was provided on the proposed rate and the scheduled hours.

The Recommendation of the Community Services Committee is

THAT Council direct that Bylaw 2025-23, a bylaw to authorize a lease agreement with CHIPINN FISH & CHIPS INC. to provide concession services at Takhini Arena, be brought forward for consideration under the bylaw process.

2. Parks Maintenance Policy Amendment – Protective Floatation Device Provisions

Proposed amendments to the Parks Maintenance Policy were presented, including minor housekeeping edits and the addition of several provisions for the maintenance, inspection, and signage standards of protective floatation devices. Administration confirmed that maintenance has been regular and consistent even in the absence of a controlling policy.

The Recommendation of the Community Services Committee is

THAT Council approve the amendments to the Parks Maintenance Policy.

3. Proclamation – Motorcycle Ride for Dad Day

Mayor Kirk Cameron proclaimed June 7, 2025, to be Motorcycle Ride for Dad Day in the city of Whitehorse, a day to encourage discussion, awareness, and early testing for prostate cancer, and participate in raising funds to fight prostate cancer.

4. Delegate Peter Long, Downtown Residents Association – Airport Perimeter Trail

Delegate Peter Long of the Downtown Residents Association, presented on the importance of the Airport Perimeter Trail to residents and visitors of the community. The delegate urged Council to take action and collaborate with the Government of Yukon where required to fix and prepare the trail for reopening, and to pursue the development of an official Downtown trail plan. As questioned by Committee members, the delegate described communication efforts and potential solutions for areas of concerns along the trail.

There being no further business the meeting adjourned at 8:15 p.m.

Kirk Cameron, Mayor

Corporate Services

CITY OF WHITEHORSE
BYLAW 2025-27

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 Whitehorse Zoning Bylaw be amended to allow for the development of a fence with a maximum height of 1.8 m at LOT 335, PLAN 103882 CLSR YT, municipally known as 10 Eldorado Drive;

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

1. Section 12.4 of Zoning Bylaw 2012-20 is hereby amended by adding a new subsection 12.4.7 f) as follows:

“f) Lot 335, Plan 103882 CLSR YT, located at 10 Eldorado Drive, is designated PSx(f) with the special modifications being:

Notwithstanding section 5.5.3.4 b) of this bylaw, fences and walls constructed in the front yard shall not exceed 1.8 m in height.”

2. The zoning maps attached to and forming part of Zoning Bylaw 2012-20 are hereby amended by changing the zoning of 10 Eldorado Drive from PS – Public Services to PSx(f) – Public Services (Modified) as indicated on Appendix A and forming part of this bylaw.
3. This bylaw shall come into force and effect upon the final passing thereof.

FIRST READING:

PUBLIC NOTICE:

PUBLIC HEARING:

SECOND READING:

THIRD READING and ADOPTION:

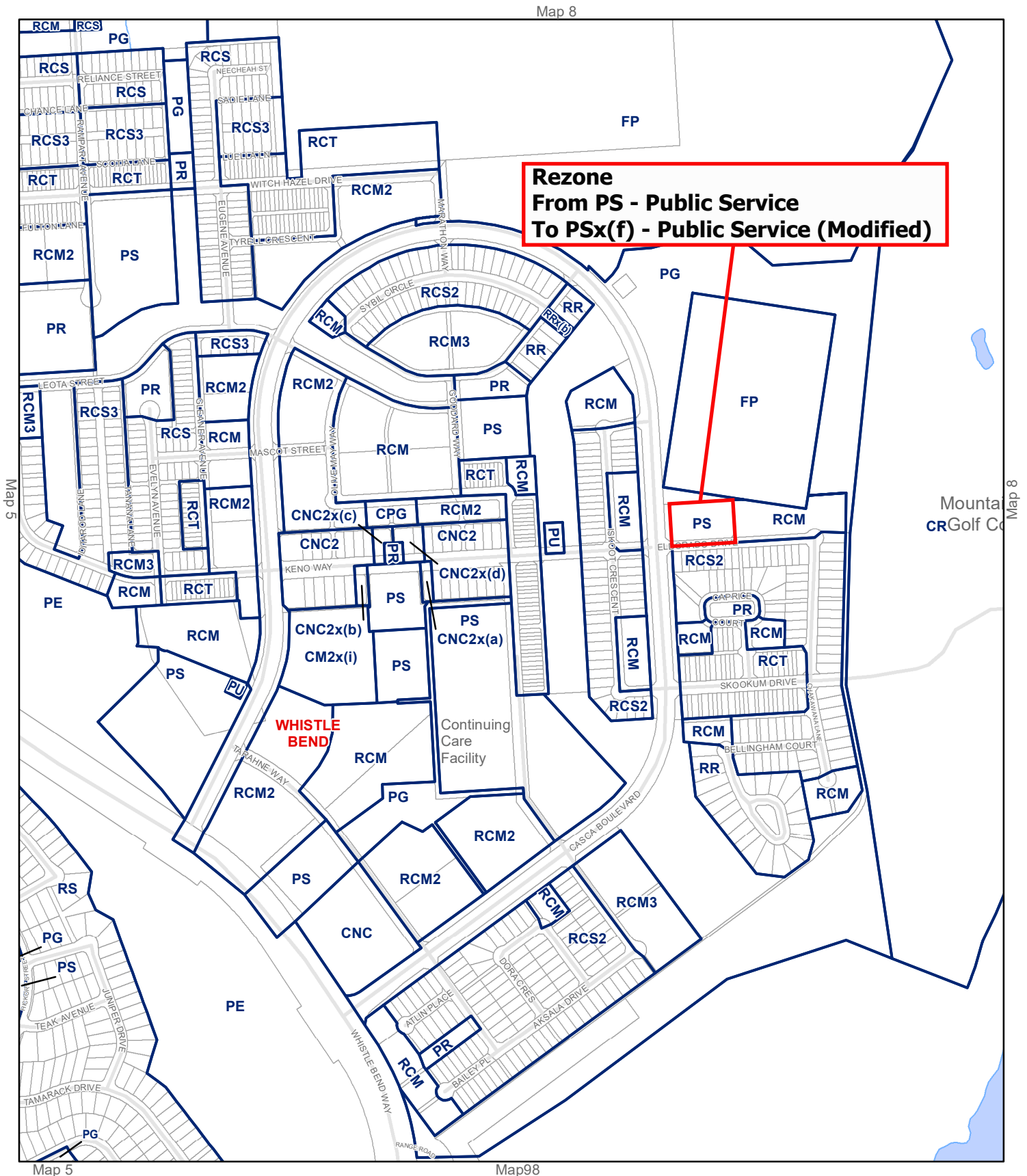
Kirk Cameron, Mayor

Corporate Services

MAP 7

Appendix A, Bylaw Map
Bylaw 2025-27

WHISTLE BEND (EAST)



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.

0 350
Meters

Projection: NAD 1983 UTM Zone 8

Consolidation date:
June 15, 2023

CITY OF WHITEHORSE

BYLAW 2025-29

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 an eating and drinking establishment with a drive-through component on Lot 117, Plan 103288 CLSR YT, Whistle Bend Subdivision, municipally known as 14 Tarahne Way;

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

1. Section 10.9 of Zoning Bylaw 2012-20 is hereby amended by adding a new subsection 10.9.7 d) as follows:
 - “d) Lot 117, Plan 103288 CLSR YT, located at 14 Tarahne Way, is designated CNCx(d) with the special modifications being:
 - (1) An eating and drinking establishment, including a drive-through component is a permitted use;
 - (2) The maximum density of eating and drinking establishments including a drive-through component permitted is 1 per 2.0 hectares;
 - (3) Drive-through lanes and queuing spaces shall be set back a minimum of 2.0 m from any street, and the set back area shall be landscaped with a minimum of 1 tree or 2 shrubs per 8 m of frontage.
2. The zoning maps attached to and forming part of Zoning Bylaw 2012-20 are hereby amended by changing the zoning of 14 Tarahne Way from CNC to CNCx(d) 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:

PUBLIC NOTICE:

PUBLIC HEARING:

SECOND READING:

THIRD READING and ADOPTION:

Kirk Cameron, Mayor

Corporate Services

CITY OF WHITEHORSE
BYLAW 2025-23

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 seasonal food concession services at the Takhini Arena for the period from October 2024 to and including September 30, 2027;

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 CHIPINN FISH & CHIPS INC. for the provision of concession services at the Takhini Arena.
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 be 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 made this ____ day of _____, 2025 in triplicate.

BETWEEN:

THE CITY OF WHITEHORSE
Canada Games Centre
200 Hamilton Boulevard
Whitehorse, Y1A 0A6
(hereinafter known as "The City")

-and-

CHIPINN FISH & CHIPS INC.
119 Olive May Way
Whitehorse, YT
Y1A 0R4
867-747-0002
Ramangarry17@gmail.com
{hereinafter known as "The Lessee")

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

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

WHEREAS, the City of Whitehorse solicited responses to its Expression of Interest RFEI 2024-073 for Concession Service and the City selected Chip Inn Fish & Chips proposal in response to said RFEI; and

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

1. DEFINITIONS:

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

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

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

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

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

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

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

"Lessee" means all employees, volunteers, owners and partners in the Chip Inn Fish and Chips.

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

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

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

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

2. RETAINER

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

The Lessee is retained for the sole purpose of performing the Services in conjunction with Takhini Arena. As such, the Lessee is retained only for the duration of this Agreement commencing October 1, 2024 and for three years ending September 30, 2027, with two, one-year extensions at the discretion of the City of Whitehorse.

3. HOURS OF OPERATION

- 3.1 The Lessee covenants with the City to operate the concession in the Takhini Arena for the period commencing October 1, 2024 and ending September 30, 2027. An option to renew the agreement for a further two years starting October 1, 2027 will be at the sole discretion of the City subject to satisfactory performance.

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

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

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

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

also endeavor to keep in contact with the City's scheduling staff in regards to dry floor event and schedule updates.

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

4. SALE OF CONCESSION PRODUCTS

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

5. OPERATION OF THE CONCESSION

- 5.1 The Lessee shall comply with all statutes, regulations and bylaws, whether federal, territorial or municipal, and in particular the Lessee shall comply with the provisions of the Business Licensing Bylaw.
- 5.2 The Lessee shall be responsible for maintaining all licenses and permits required for the operation of the concession at his/her own expense. Copies of all documents (business license, environmental health permit, development permit (if required) shall be submitted to the City fourteen (14) days prior to opening.
- 5.3 The Lessee shall ensure that wherever possible adequate staff and/or supervision of responsible adult persons shall be in attendance inside the concession when the concession is open.
- 5.4 The Lessee shall perform all janitorial services related to the concession and concession storage area. The Lessee will also maintain the area immediately surrounding the concession in a clean and litter free condition as required.
- 5.5 The Lessee undertakes and covenants to keep the said premises in good repair. Reasonable wear and tear and damage by tempest, flood, lightening or acts of God, exempted.
- 5.6 The Lessee shall not put up, exhibit, permit or allow to be put up or exhibited in or on the

concession area, any sign, notice, noticeboard, painting, design or advertisement without prior written consent of the City.

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

6. SUPPLY OF EQUIPMENT

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

7. INSURANCE

- 7.1 The City agrees to provide, at its expense, insurance coverage for the building and the City owned contents. Coverage shall not include third party liability insurance for the Lessee or contents owned by the Lessee.
- 7.2 The Lessee acknowledges that any coverage beyond the building and content coverage, whether by way of limits or deductible on the City policy, shall be at the expense of the Lessee.
- 7.3 The Lessee shall supply proof and maintain valid insurance under a contract of Comprehensive General Liability Insurance, acceptable to the City of Whitehorse, with a licensed insurer, in an

amount of not less than \$2,000,000.00 per occurrence, insuring against bodily injury, including personal injury and property damage, including the loss of use thereof. Such insurance shall name the City of Whitehorse as an additional insured party and extend to include liability assumed under contract and shall preclude subrogation claims by the insurer against the City of Whitehorse, its agents, or employees.

- 7.4 The policy of insurance referred to in the item above shall contain provisions or endorsements respecting complete operations coverage, such coverage shall be expressed to be in effect continuously for a period of at least one year after the acceptance by the City of Whitehorse of the completed services. Any policy applicable to this project must not contain a deductible amount that is not satisfactory to the City of Whitehorse.
- 7.5 The Lessee shall indemnify and save harmless, the City, its servants, employees, agents, licensees and contracting parties from and against all actions, suits, claims, loss, costs, charges, damages, expense and demands which may be made against those parties arising out of the operation of the concession, the consumption of food, beverage, refreshments or the use and occupation of the arena premises.

8. PAYMENT

- 8.1 The parties agree that the Lessee shall pay the City a monthly sum as per listed, plus GST, (during the regular ice season- normally from October to March):
- a. FACILITY OPEN: October 1st to March 31st - \$375/month
 - b. FACILITY CLOSED for SPECIAL EVENTS: April 1st to September 30th 10% of Gross Sales (Pre-GST)
- 8.2 The parties hereby agree that this agreement is in effect for the period commencing December 1, 2024, to September 30, 2027, inclusive.
- 8.3 The City shall not be liable to make good to the Contractor any operating losses sustained by the Contractor in the operation of concession services.
- 8.4 The parties agree that payments are listed in Clause 8. (1) of this agreement shall be made by the end of each month in operation (ie. Payment by the 30th of November 2024 for October 2024).

9. PERFORMANCE

- 9.1 The Lessee agrees to pay the City a One-Thousand-dollar (\$1,000.00) performance deposit. The deposit is refundable on October 1, 2027, providing all terms and conditions of this agreement are fulfilled.
- 9.2 If the agreement is terminated for any reason other than the non-payment of sums under Section 8, the Lessee shall have the right to remove, without damaging the premises, any equipment owned by the Lessee and brought into the concession area.

10. EXCLUSIONS, RESERVATIONS AND RESTRICTIONS

- 10.1 Nothing in this agreement will be construed as authorizing the Lessee to conduct any business separately 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 Takhini Arena.
- 10.2 The Lessee will not interfere or permit interference with the use, operation, or maintenance of the Takhini Arena, including but not limited to, the effectiveness of accessibility of the drainage, sewage, water, communications, fire protection, utility, electrical, or other systems installed or located from time to time at the Facility; and the Lessee will not engage in any activity prohibited by the City's existing or future noise abatement procedures nor its Rules and Regulations, Policies

and Operating Procedures of the Takhini Arena and the City of Whitehorse.

- 10.3 The Rights and privileges granted the Lessee Services will be subject to all Policies, Rules, Regulations and Operating Directives established by the City of Whitehorse, as may be amended from time to time.
- 10.4. Nothing in this agreement will be construed as establishing exclusive rights, operational or otherwise, other than the right granted herein for the use of the Assigned Areas by the Lessee.

11. INSPECTION OF ASSIGNED AREAS

The City of Whitehorse or its duly authorized representatives or agents and other persons designated by it, will routinely inspect the Assigned Area throughout the term of this Agreement for the purpose of determining whether the Lessee is complying with the terms and conditions of this Agreement. If such inspection reveals that 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.

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 because 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 patrons' staff and volunteers.

12. CUSTOMER SERVICE

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

13. EMPLOYEES

The Lessee will, within reason, control the conduct, demeanor and appearance of its employees. Upon objection from the City concerning the conduct, demeanor or appearance of any such person, it 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 to properly conduct Lessee's operations. The Lessee will always be responsible for the performance and obligations of anyone working on the Lessee's behalf through the duration of the Lease.

14. PERMITS AND LICENSES:

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

15. EQUIPMENT

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

16. EQUIPMENT REPAIR DURING CONTRACT PERIOD

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

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

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

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

17. MENU

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

18. FAILURE TO MAKE TIMELY PAYMENTS

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

19. CORPORATE CONFLICTS

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

20. INDEMNITY

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

21. TERMINATION

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

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

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

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

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

22. DEFAULT

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

- 22.1 Lessee's failure to pay any fee or other charge when due and within (30) calendar days after notice from City of such nonpayment.
- 22.2 The Lessee's failure to maintain the insurance required in Section 7.
- 22.3 Lessee's assignment of any right hereunder in violation of Section 30.
- 22.4 Lessee's failure to perform, keep or observe any of the terms, covenants or conditions of this Agreement within seven (7) days (or such longer time as may be necessary to cure, provided that cure is commenced within the initial seven (7) days after notice from the City specifying the nature of the deficiency with reasonable particularity and the corrective action that is to be taken within such period to cure the deficiency).
- 22.5 The filing by Lessee of a voluntary petition in bankruptcy, the filing of an involuntary petition in bankruptcy against the Lessee, the taking of possession of all or substantially all of Lessee's assets pursuant to proceedings brought under the provisions of any act or the appointment of a receiver of all or substantially all of Lessee's assets and the failure of Lessee to secure the return of such assets and/or the dismissal of such proceeding within ninety (90) days after the filing.
- 22.6 The abandonment for period of seven (7) days by Lessee of the conduct of its services and operations during the season from the beginning of April through the end of October, or for a period of fourteen (14) days during October through March off-season.
- 22.7 The assignment by Lessee of its assets for the benefit of creditors.
- 22.8 The death of the Lessee or dissolving of the organization (Chipinn Fish & Chips Inc.).
- 22.9 In the event of a default by the Lessee, the City may terminate this Agreement effective immediately upon provision of written notice of such termination to the Lessee. In the alternative,

the City may elect to keep the Agreement in force and work with Lessee to cure the default. If this Agreement is terminated, the City shall have the right to take possession of the Concession Space at the time of default. Lessee's liability to City for damages and rent shall survive the termination, and the City may re-enter, take possession of the Concession Space and remove any persons or property by legal action or by self-help with the use of reasonable force and without liability for damages.

22.10 Following re-entry or abandonment, City may decide for use of the Concession Space by others and in that connection may make any suitable alterations or refurbish the Concession Space, but City shall not be required to make such arrangement for any use or purpose.

22.11 Rights and Remedies Reserved. It is understood and agreed that any rights and remedies reserved pursuant to this Article are in addition to any other rights or remedies the City may have pursuant to this Agreement or to applicable law to seek judicial enforcement, damages or any other lawful remedy.

22.12 Pre-Mature Agreement Termination. If the Lessee does not fulfill the full term of the Agreement, the remainder of the annual fee shall be calculated and shall be required to be paid in full to the City.

23. LEGAL REQUIREMENTS

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

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

24. COMPLIANCE WITH THE OCCUPATIONAL HEALTH AND SAFETY ACT

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

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

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

25. NO RELATIONSHIP

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

26. ASSIGNMENT

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

27. NOTICES

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

a) To Lessee: Lakhwinder Singh
Ramandeep Singh
Owners/Lessees, Chip Inn Fish & Chips Inc.
119 Olive May Way
Whitehorse, YT Y1A 0R4
By email: ramangarry17@gmail.com

b) To the City at: Attn: Operations Supervisor,
Recreation & Facility Services
200 Hamilton Boulevard
Whitehorse, Yukon,
By email: cgcsupervisors@whitehorse.ca

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

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

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

28 LAWS OF THE YUKON TERRITORY

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

29 SUCCESSORS

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

30 JOINT AND SEVERAL COVENANTS

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

31 CHANGES TO AGREEMENT

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

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

CITY OF WHITEHORSE

**LAKHWINDER SINGH
RAMANDEEP SINGH
OWNER/LESSEES
CHIPINN FISH & CHIPS INC.**

Signature

Signature

Please Print Name

Please Print Name

Title

Title

Date

Date

Signature

Signature

Please Print Name

Please Print Name

Title

Title

Date

Date

CITY OF WHITEHORSE
BYLAW 2025-25

A bylaw to amend Traffic Bylaw 2013-34.

WHEREAS section 220 of the *Municipal Act* provides that the power to adopt a bylaw or pass a resolution includes the power to amend or repeal the bylaw or resolution unless the Act or any other Act expressly provides otherwise; and

WHEREAS Section 124(1) of the *Motor Vehicles Act* provides that, with respect to highways subject to its jurisdiction, a municipality, by bylaw, may (a) prescribe a maximum speed in excess of 50 kilometres per hour for all or any part of a highway; and

WHEREAS Section 124(1) of the *Motor Vehicles Act* provides that, with respect to highways subject to its jurisdiction, a municipality, by bylaw, may (b) prescribe a maximum speed of less than 50 kilometres per hour for all or any part of a highway; and

WHEREAS Section 125 of the *Motor Vehicles Act* provides that a municipality may authorize the placing, erecting, or marking of traffic control devices at any locations considered necessary for controlling highways subject to its jurisdiction; and

WHEREAS section 126(1) of the *MVA* provides that a municipality may, with respect to highways subject to its jurisdiction, make bylaws not inconsistent with this Act and on matters for which no provision is made in this Act, for the regulation and control of vehicle, animal, and pedestrian traffic, the specifics of which are set forth in subsections (a) through (m); and

WHEREAS it is deemed desirable that the Traffic Bylaw is amended for the provision of neighbourhood speed limit reductions;

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

1. Schedule “B” of Bylaw 2013-34 is hereby amended to read as follows:

OPERATION OF VEHICLES

1. No person shall drive at a greater rate of speed than **30 kilometres per hour** on the following highways between the designated points:

- (1) on Alsek Road between Duke Road and Blanchard Road;
- (2) on Mount Sima Road from the ski hill parking lot northward towards the downtown core of the City, for a distance of 600 metres;
- (3) on Prospector Road from the Alaska Highway to that point where the roadway enters private property;

Traffic Bylaw Amendment Bylaw 2025-25

(4) on Sumanik Drive from Hamilton Boulevard to Mount McIntyre Recreation Centre.

(5) on Valleyview Drive [and Valleyview Crescent](#) along its entire length.

(6) on Chilkoot Way between Two Mile Hill and Quartz Road.

2. No person shall drive at a greater rate of speed than **30 kilometres per hour** on the following streets within the McIntyre Subdivision:

Hanna Crescent

McCandless Crescent

McClennan Road

McCrimmon Crescent

McIntyre Drive

Murphy Road

O'Brien Place

O'Brien Road

3. No person shall drive at a greater rate of speed than **30 kilometres per hour** on the following streets within the Takhini North neighbourhood:

Antwerp Street

Arnhem Road

Carpiguet Road

Cassino Street

Nijmegen Road

Normandy Road North

Ortona Avenue

Rhine Way

4. No person shall drive at a greater rate of speed than **40 kilometres per hour** on the following highways between the designated points:

(1) on Miles Canyon Road from the Alaska Highway to Robert Service Way

(2) on Robert Service Way between 4th Avenue and 2nd Avenue

5. No person shall drive at a greater rate of speed than **40 kilometres per hour** on the following downtown streets, [unless posted otherwise](#):

2nd Avenue

Cook Street

Lowe Street

3rd Avenue

Drury Street

Main Street

4th Avenue

Elliott Street

Ogilvie Street

5th Avenue

Front Street

Ray Street

6th Avenue

Hanson Street

Rogers Street

7th Avenue

Hawkins Street

Steele Street

8th Avenue

Hoge Street

Strickland Street

Alexander Street

Jarvis Street

Taylor Street

Baxter Street

Jeckell Street

Waterfront Place

Black Street

Keish Street

Wheeler Street

Chilkoot Way

Lambert Street

Wood Street

Traffic Bylaw Amendment Bylaw 2025-25

6. No person shall drive at a greater rate of speed than **40 kilometres per hour** on the following neighbourhood's streets, unless posted otherwise. Includes all new streets built with development in the following neighbourhoods:

(1) Arkell

Eagle Place

Heron Drive

Sandpiper Drive

Falcon Drive

Loon Road

Grouse Crescent

Ptarmigan Place

(2) Canyon Crescent

Canyon Crescent

(3) Copper Ridge

Adit Lane

Gem Place

Pueblo Lane

Agate Court

Grafter Place

Ruby Lane

Amethyst Trail

Grizzly Circle

Sapphire Lane

Aquamarine Place

Iron Horse Drive

Spinel Place

Black Bear Lane

Keewenaw Drive

Stope Way

Carlisle Lane

Kodiak Place

Tigereye Crescent

Carnelian Court

Lazulite Drive

Topaz Crescent

Diamond Way

Moonstone Lane

Turquoise Court

Drift Drive

North Star Drive

Valerie Crescent

Emerald Trail

Olivine Place

Winze Lane

Falcon Drive

Peridot Crescent

Zircon Lane

Garnet Crescent

Pueblo Court

(4) Cowley Creek

Chinook Lane

Grayling Place

Sockeye Place

Chum Place

Kokanee Place

Coho Trail

Pike Place

(5) Crestview

Askin Place

Crag Road

Kusawa Road

Azure Road

Dezadeash Road

Minto Road

Bryde Place

Kathleen Road

Rainbow Road

Cache Place

Klukshu Avenue

Squanga Avenue

(6) Fox Haven

Alusru Way

(7) Granger

Bowen Place

Gillis Place

Hayes Crescent

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[Hayes Place](#)

[Salter Place](#)

[Tabor Crescent](#)

(8) Hidden Valley

[Cloud Berry Lane](#)

[Cranberry Place](#)

[Loganberry Lane](#)

(9) Hillcrest

[Burns Road](#)

[Chalet Crescent](#)

[Dalton Trail](#)

[Hillcrest Drive](#)

[Thompson Road](#)

[Turner Crescent](#)

[Williams Place](#)

[Mossberry Lane](#)

[Roderick Place](#)

[Soapberry Lane](#)

[Kluane Crescent](#)

[Park Lane](#)

[Roundel Road](#)

[Summit Road](#)

[Williams Road](#)

[Wilson Drive](#)

[Stehelin Drive](#)

[Strawberry Lane](#)

[Timothy Place](#)

[Sunset Drive North](#)

[Sunset Drive South](#)

[Wasson Place](#)

(10) Ingram

[Goldeneye Place](#)

[Goldeneye Street](#)

[Mallard Way](#)

[Pintail Place](#)

[Pintail Street](#)

(11) Logan

[Bluejay Way](#)

[Falcon Drive](#)

[Finch Crescent](#)

[Magpie Road](#)

[Nuthatch Place](#)

[Warbler Way](#)

[Wren Place](#)

(12) MacPherson

[MacPherson Road \(north
of Marion Crescent\)](#)

[Marion Crescent](#)

(13) Mary Lake

[Aster Place](#)

[Bluebell Place](#)

[Buttercup Place](#)

[Columbine Place](#)

[Crocus Place](#)

[Iris Place](#)

[Larkspar Place](#)

[Lupin Place](#)

[Marigold Place](#)

[Orchid Place](#)

[Sage Place](#)

(14) Pineridge

[Castle Drive](#)

[Haldane Place](#)

[Harvey Place](#)

[Harvey Road](#)

[Keele Place](#)

[Logan Road](#)

[Nansen Drive](#)

[Tombstone Place](#)

Traffic Bylaw Amendment Bylaw 2025-25

(15) Porter Creek

11th Avenue

12th Avenue

13th Avenue

14th Avenue

15th Avenue

9th Avenue

Alder Place

Alder Street

Almond Place

Aspen Drive

Balsam Crescent

Bamboo Crescent

Basswood Street

Birch Street

Boxwood Crescent

Cedar Crescent

Chestnut Place

Ebony Place

Elm Street

Evergreen Crescent

Fir Street (north of 12th Avenue)

Gibbons Place

Grove Street (north of 12th Avenue)

Grove Street (south of 9th Avenue)

Hemlock Street

Hickory Street

Juniper Drive

Locust Place

Mulberry Place

Pine Street (north of 12th Avenue)

Ponderosa Drive

Rosewood Place

Spruce Street

Stan McCowan Place

Tamarack Drive

Teak Avenue

Walnut Crescent

Willow Crescent

Yew Place

(16) Range Point

Crow Street

River Ridge Lane

Swan Drive

(17) Raven's Ridge

Arctic Chief Place

War Eagle Way

(18) Riverdale

Aishihik Road

Alsek Road

Bates Crescent

Bell Crescent

Blanchard Road

Bonanza Place

Boswell Crescent

Donjek Road

Duke Road

Firth Road

Green Crescent

Hart Crescent

Hyland Crescent

Ibex Street

Kalzas Place

Ketza Road

Klondike Road

Kluhini Crescent

Koidern Avenue

Lewes Boulevard

Liard Road

McQuesten Road

Morley Road

Nisutlin Drive

Peel Road

Pelly Road

Ross Road

Selkirk Street

Stewart Road

Tagish Road

Takhini Avenue

Tatchun Road

Tay Street

Teslin Road

Tutshi Road

Van Gorda Place

Traffic Bylaw Amendment Bylaw 2025-25

(19) Spruce Hill

Engelmann Drive

Sitka Crescent

(20) Takhini

Arleux Place

Dieppe Drive

Seine Square

Cambrai Place

Falaise Road

Vimy Place

College Drive (University Drive)

Normandy Road

(21) Whistle Bend

Aksala Drive

Evelyn Avenue

Omega Street

Alert Avenue

Flora Avenue

Quick Street

Atlin Place

Fulton Lane

Rampart Avenue

Bailey Place

Gleaner Avenue

Reliance Street

Bellingham Court

Goddard Way

Sadie Lane

Breadwinner Lane

Iditarod Lane

Scotia Lane

Caprice Court

Iskoot Crescent

Skookum Drive

Casca Boulevard

Keno Way

Sybil Circle

Chakawana Lane

Leota Street

Tanana Lane

Chance Lane

Luella Lane

Tarahne Way

Dora Crescent

Marathon Road

Tyrell Crescent

Eldorado Drive

Mascot Street

Vedder Avenue

Ellwood Street

Neecheah Street

Witch Hazel Drive

Eugene Avenue

Olive May Way

Wyvern Avenue

(22) Whitehorse Copper

Cirque Place

Kame Court

Pingo Place

Crevasse Crescent

Kettle Lake Place

Serac Court

Drumlin Crescent

Nunatak Place

Tarn Court

(23) Wolf Creek

Blaker Place

Langholz Road

Harbottle Road (north of Boss Road)

Phelps Place

Ryder Place

9. No person shall drive at a greater rate of speed than **60 kilometres per hour:**

(1) on Hamilton Boulevard between McIntyre Drive South and the Alaska Highway intersection at the top of Two Mile Hill;

Traffic Bylaw Amendment Bylaw 2025-25

- ~~(1)~~(2) on Robert Service Way between the Miles Canyon Access Road intersection and the Fourth Avenue intersection;
- ~~(2)~~(3) on Two Mile Hill between the Second Avenue Extension and the Alaska Highway; and
- ~~(3)~~(4) on Whistle Bend Way between Mountainview Drive and Casca Boulevard.

10. No person shall drive at a greater rate of speed than **70 kilometres per hour** on the following highways between the designated points:

- (1) on the Hamilton Boulevard Extension between the Alaska Highway and Falcon Drive South;
- (2) on Mountainview Drive from Tlingit Road to a point 100 metres south of Twelfth Avenue;
- (3) on Robert Service Way between the Alaska Highway and the intersection at Miles Canyon Access Road.

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

FIRST and SECOND READING:

THIRD READING and ADOPTION:

Kirk Cameron, Mayor

Corporate Services

CITY OF WHITEHORSE

BYLAW 2025-26

A bylaw to provide for community service grants and grants for property taxes and other municipal charges for the year 2025

WHEREAS section 245 of the *Municipal Act* (R.S.Y. 2002) provides that council may by bylaw make grants to any person or association of persons; and

WHEREAS council adopted a policy to provide grants with respect to municipal taxes or rent paid in lieu of taxes to charitable, non-profit, recreational and religious Whitehorse organizations that are primarily concerned with providing services to disadvantaged members of the community; and

WHEREAS the policy also provides for grants with respect to municipal taxes or rent paid in lieu of taxes to eligible Whitehorse organizations that provide general services to the community, including but not limited to animal shelter facilities, museums, and organizations that lease municipally-owned property; and

WHEREAS council has established a policy of granting other specific municipal charges to non-profit charitable and recreational organizations that lease municipally-owned property;

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

1. Grants for property taxes and other municipal charges of \$273,557.84 are hereby authorized as detailed in Appendix "A" attached hereto and forming part of this bylaw.
2. 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

Community Service & Municipal Charges Grants Bylaw 2025-26

Appendix “A”

Roll Number	Applicant	Eligible Grant
3701011150	Biathlon Yukon	\$ 5,155.99
3011351100	Canadian Mental Health Association, Yukon Division	3,777.14
3011000300	Food Bank Society of the Yukon	7,984.26
3701110930	Friends of Mount Sima Society	13,214.08
3022750100	Gateway Housing Society	37,522.28
3015060202	Golden Age Society	5,507.02
3100169300	Guild Society	19,497.17
3010380800	Hospice Yukon Society	1,882.29
3015051300	Kaushee's Place Housing Society	8,309.64
3010301400	La Societe des Immeubles Franco-Yukonnais (SIFY)	25,959.08
3460007500	Learning Disabilities Association of Yukon (LDAY)	1,416.32
3010130700	Les Essentielles	9,438.41
3010071800	MacBride Museum Society	48,036.83
3011230200	Maryhouse	2,896.22
3010461100	Royal Canadian Legion - Branch 254	11,096.54
3110110800	Softball Yukon	29,053.27
3180523100	Softball Yukon: Ball Diamond Robert Service	773.03
3901174000	Tennis Yukon	234.52
3010421100	The Victoria Faulkner Women's Centre	1,572.57
3013050700	Whitehorse Aboriginal Women's Circle	9,902.03
3701011140	Whitehorse Rifle and Pistol Club	6,335.19
3010270700	Yukon Artists at Work Society	4,472.41
3114041200	Yukon Broomball Association	5,332.04
3180126700	Yukon Cross Country Motorcycle Association	1,093.78
3010490800	Yukon Fish and Game Association	3,685.78
3015050600	Yukon Women's Transition Home Society	9,409.96
Total:		\$ 273,557.84

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: May 26, 2025

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 15st 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

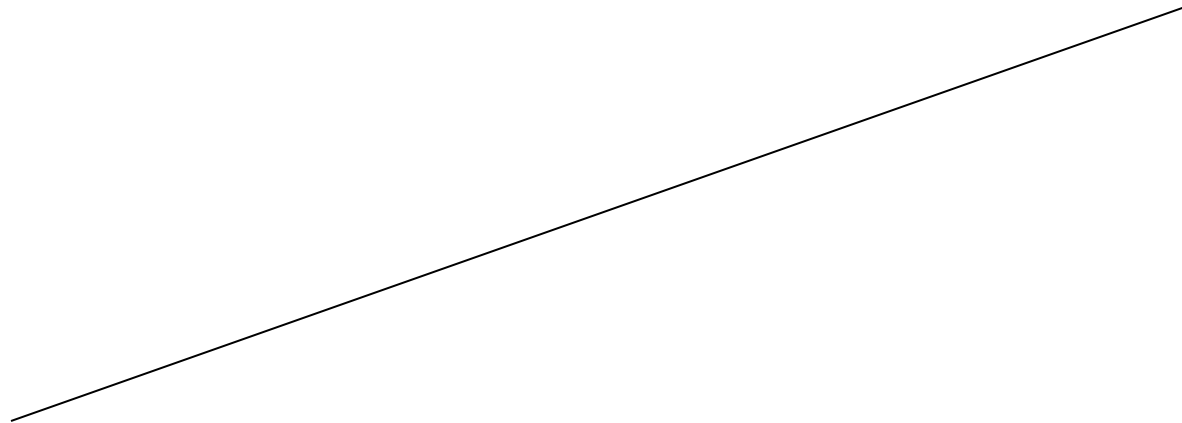
This Agreement shall be deemed to have been made in and shall be construed in accordance with the laws of the Yukon Territory and for the purposes of all legal proceedings; this Agreement shall be deemed to have been performed in the said Territory. If any provisions herein contained shall in any way 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

Please Print Name

Huu Dung Nguyen

Please Print Name

Title

Title

Date

Date

Signature

Please Print Name

Title

Date