

CITY OF WHITEHORSE – STANDING COMMITTEES

Tuesday, June 3, 2025 – 5:30 p.m.

Council Chambers, City Hall

CALL TO ORDER

ADOPTION OF AGENDA

PROCLAMATIONS

World Environment Day (June 5, 2025)

Motorcycle Ride for Dad Day (June 7, 2025)

DELEGATIONS

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

1. Traffic Bylaw Amendment – Neighbourhood Speed Limit Reduction
2. New Business

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
4. New Business

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
4. New Business

DEVELOPMENT SERVICES COMMITTEE – *Councillors Gallina and Hamilton*

1. New Business

CITY OPERATIONS COMMITTEE – *Councillors Melnychuk and Morris*

1. New Business

COMMUNITY SERVICES COMMITTEE – *Councillors Hamilton and Gallina*

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



PROCLAMATION
WORLD ENVIRONMENT DAY
June 5, 2025

WHEREAS the City of Whitehorse is known as the Wilderness City and has a long tradition of environmental sustainability and stewardship; and

WHEREAS the earth's oceans that produce over half of the world's oxygen and are essential to our survival are harmed most by the millions of tons of plastic waste generated worldwide; and

WHEREAS the 2025 theme for World Environment Day is "ending plastic pollution", which aims to strengthen global commitments to end plastic pollution and inspire urgent action towards a sustainable future;

NOW THEREFORE I, Mayor Kirk Cameron, do hereby proclaim June 5, 2025 to be World Environment Day in the City of Whitehorse.

Kirk Cameron
Mayor



PROCLAMATION
MOTORCYCLE RIDE FOR DAD
June 7, 2025

WHEREAS prostate cancer is the most common cancer to affect Canadian men and accounts for approximately 3 per cent of all deaths of Canadian men; and

WHEREAS the survival rate for prostate cancer improves significantly when detected early and the best way to encourage men to get screened is through discussion and raising awareness; and

WHEREAS the Motorcycle Ride for Dad on June 7 is an event that promotes awareness and helps to raise funds to fight prostate cancer in our community;

NOW THEREFORE I, Mayor Kirk Cameron, do hereby proclaim June 7, 2025 as Motorcycle Ride for Dad Day in the City of Whitehorse.

Kirk Cameron
Mayor

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



Chair: Anne Middler

Vice-Chair: Dan Boyd

June 3, 2025

Meeting #2025-11

-
1. Traffic Bylaw Amendment – Neighbourhood Speed Limit Reduction
Presented by Rob Dickson, Manager, Engineering Services
 2. New Business

ADMINISTRATIVE REPORT

TO:	Public Health and Safety Committee
FROM:	Administration
DATE:	June 3, 2025
RE:	Traffic Bylaw Amendment – Neighbourhood Speed Limit Reduction

ISSUE

Amendments to the City's Traffic Bylaw are required to implement the recommended Neighbourhood Speed Limit Reduction project.

REFERENCE

- [Traffic Bylaw 2013-34](#)
- Proposed Bylaw 2025-25 (Attachment 1)

HISTORY

The Transportation Master Plan engagement process in 2024 identified public support for safety improvements to the transportation network, especially in residential areas. This is consistent with the safe mobility targets contained within the Official Community Plan.

Speed reduction has a significant impact on vehicle incident outcomes. As an example, when speeds are reduced from 50 km/hr to 20 km/hr, statistically the decrease in risk of a serious injury to pedestrians goes from 90% to 10%.

Engineering assessment and public engagement that was completed in 2024 recommended reducing neighbourhood speeds to 40km/h, aligning with those implemented in the 2022 Downtown Speed Reduction project. The assessment also showed that neighbourhood speed reduction would be a quick and cost-effective improvement for safe mobility.

ALTERNATIVES

1. Bring forward proposed Bylaw 2025-25 for consideration under the bylaw process; or
2. Refer the matter back to Administration for further consideration.

ANALYSIS

The default posted speed limit in Yukon is 50 km/h based on the Territorial Motor Vehicle Act. The Act allows municipalities to establish a bylaw for streets within their jurisdiction that can prescribe a speed limit above or below the 50 km/h default.

The City of Whitehorse Traffic Bylaw prescribes speed limits on Whitehorse streets and identifies which streets in the city have motor vehicle speed limits ranging from 30 km/h to 70 km/hr. Within Whitehorse, a number of streets have been reduced to 40 km/h including in Downtown, Hillcrest, Porter Creek, and Whistle Bend. There are also three neighbourhoods with posted speed limits of 30 km/h (Takhini North, Valleyview, and McIntyre).

Based on the engagement and engineering assessment completed in 2024 for the Neighbourhood Speed Limit Reduction project, staff are recommending that all residential streets be reduced to a 40 km/h speed limit with the exception of those that have already been reduced to 30 km/h previously.

Administration will launch public communications regarding the new changes so that interested parties and the broader public are aware of the proposed changes. This will include updates through the City's communications portals and the City's website.

ADMINISTRATIVE RECOMMENDATION

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.

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

Traffic Bylaw Amendment Bylaw 2025-25

[Hayes Place](#)

[Thompson Road](#)

[Williams Road](#)

[Salter Place](#)

[Turner Crescent](#)

[Wilson Drive](#)

[Tabor Crescent](#)

[Williams Place](#)

(8) Hidden Valley

[Cloud Berry Lane](#)

[Mossberry Lane](#)

[Stehelin Drive](#)

[Cranberry Place](#)

[Roderick Place](#)

[Strawberry Lane](#)

[Loganberry Lane](#)

[Soapberry Lane](#)

[Timothy Place](#)

(9) Hillcrest

[Burns Road](#)

[Kluane Crescent](#)

[Sunset Drive North](#)

[Chalet Crescent](#)

[Park Lane](#)

[Sunset Drive South](#)

[Dalton Trail](#)

[Roundel Road](#)

[Wasson Place](#)

[Hillcrest Drive](#)

[Summit Road](#)

(10) Ingram

[Goldeneye Place](#)

[Mallard Way](#)

[Pintail Street](#)

[Goldeneye Street](#)

[Pintail Place](#)

(11) Logan

[Bluejay Way](#)

[Magpie Road](#)

[Wren Place](#)

[Falcon Drive](#)

[Nuthatch Place](#)

[Finch Crescent](#)

[Warbler Way](#)

(12) MacPherson

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

[Marion Crescent](#)

(13) Mary Lake

[Aster Place](#)

[Crocus Place](#)

[Marigold Place](#)

[Bluebell Place](#)

[Iris Place](#)

[Orchid Place](#)

[Buttercup Place](#)

[Larkspar Place](#)

[Sage Place](#)

[Columbine Place](#)

[Lupin Place](#)

(14) McIntyre

[Boyd Crescent](#)

[McCandless Crescent](#)

[Murphy Road](#)

[Hanna Crescent](#)

[McClennan Road](#)

[O'Brien Place](#)

[Johnston Road](#)

[McClimon Crescent](#)

[O'Brien Road](#)

[Landreville Drive](#)

[McCrimmon Crescent](#)

[Pringle Crescent](#)

[Light Crescent](#)

[McIntyre Drive](#)

[Wylie Road](#)

[Macauley Road](#)

[McMillan Crescent](#)

(15) Pineridge[Castle Drive](#)[Haldane Place](#)[Harvey Place](#)[Harvey Road](#)[Keele Place](#)[Logan Road](#)[Nansen Drive](#)[Tombstone Place](#)**(16) 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](#)**(17) Range Point**[Crow Street](#)[River Ridge Lane](#)[Swan Drive](#)**(18) Raven's Ridge**[Arctic Chief Place](#)[War Eagle Way](#)**(19) 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](#)

Traffic Bylaw Amendment Bylaw 2025-25

[Selkirk Street](#)

[Stewart Road](#)

[Tagish Road](#)

(20) Spruce Hill

[Engelmann Drive](#)

(21) Takhini

[Arleux Place](#)

[Cambrai Place](#)

[College Drive \(University Drive\)](#)

(22) Whistle Bend

[Aksala Drive](#)

[Alert Avenue](#)

[Atlin Place](#)

[Bailey Place](#)

[Bellingham Court](#)

[Breadwinner Lane](#)

[Caprice Court](#)

[Casca Boulevard](#)

[Chakawana Lane](#)

[Chance Lane](#)

[Dora Crescent](#)

[Eldorado Drive](#)

[Ellwood Street](#)

[Eugene Avenue](#)

(23) Whitehorse Copper

[Cirque Place](#)

[Crevasse Crescent](#)

[Drumlin Crescent](#)

(24) Wolf Creek

[Blaker Place](#)

[Harbottle Road \(north of Boss Road\)](#)

[Takhini Avenue](#)

[Tatchun Road](#)

[Tay Street](#)

[Sitka Crescent](#)

[Dieppe Drive](#)

[Falaise Road](#)

[Normandy Road](#)

[Evelyn Avenue](#)

[Flora Avenue](#)

[Fulton Lane](#)

[Gleaner Avenue](#)

[Goddard Way](#)

[Iditarod Lane](#)

[Iskoot Crescent](#)

[Keno Way](#)

[Leota Street](#)

[Luella Lane](#)

[Marathon Road](#)

[Mascot Street](#)

[Neecheah Street](#)

[Olive May Way](#)

[Kame Court](#)

[Kettle Lake Place](#)

[Nunatak Place](#)

[Langholz Road](#)

[Phelps Place](#)

[Ryder Place](#)

[Teslin Road](#)

[Tutshi Road](#)

[Van Gorda Place](#)

[Seine Square](#)

[Vimy Place](#)

[Omega Street](#)

[Quick Street](#)

[Rampart Avenue](#)

[Reliance Street](#)

[Sadie Lane](#)

[Scotia Lane](#)

[Skookum Drive](#)

[Sybil Circle](#)

[Tanana Lane](#)

[Tarahne Way](#)

[Tyrell Crescent](#)

[Vedder Avenue](#)

[Witch Hazel Drive](#)

[Wyvern Avenue](#)

[Pingo Place](#)

[Serac Court](#)

[Tarn Court](#)

Traffic Bylaw Amendment Bylaw 2025-25

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;

~~(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
CORPORATE SERVICES COMMITTEE
Council Chambers, City Hall



Chair: Dan Boyd

Vice-Chair: Eileen Melnychuk

June 3, 2025

Meeting #2025-11

-
1. Municipal Charges and Community Service Grants
Presented by Svetlana Erickson, Manager, Financial Services
 2. Budget Amendment – Standard Building Design Guides
Presented by Lindsay Schneider, Director of Development Services
 3. 2025-2028 Council Strategic Priorities
Presented by Jeff O’Farrell, City Manager
 4. New Business

ADMINISTRATIVE REPORT

TO:	Corporate Services Committee
FROM:	Administration
DATE:	June 3, 2025
RE:	Municipal Charges and Community Service Grants

ISSUE

Authorization of 2025 Municipal Charges and Community Services Grants (MC&CSG).

REFERENCE

- [2025-2027 Operating Budget Bylaw 2025-01](#)
- [City Grant-Making Policy](#)
- [Municipal Charges and Community Service Grants Policy](#)
- Proposed Bylaw 2025-26 (Attachment 1)

HISTORY

As part of the 2025 budget process, Council allocated \$281,000 under the MC&CSG Policy to assist eligible organizations with the payment of municipal property taxes and other specified municipal charges.

Grant amounts vary by organization and are based on a tiered set of policy criteria. Each applicant may receive between 50% and 100% of their municipal property taxes, as determined by their financial position and compliance with policy requirements. In accordance with the City Grant-Making Policy, no organization may receive more than \$60,000 in total City grant funding per year. No applicants have reached this cap in 2025.

ALTERNATIVES

1. Approve the list of recommended recipients and grant amounts; or
2. Decline to approve the recommended grants.

ANALYSIS

Administration promoted the 2025 MC&CSG program through local newspaper, the City's website and social media. Additionally, 23 organizations that received funding in 2024 were contacted directly with follow-up reminders. As a result, 28 applications were received and evaluated for compliance and eligibility under the policies. Grant recommendations have been made based on the set of criteria, established by the policies, as follows:

- Total property taxes and charges owed by the applicant organizations:
\$389,657.35 (2024: \$289,964.45)
- Total eligible grant amount recommended for approval:
\$273,557.84 (2024: \$209,298.45).

New applicants for 2025:

- Friends of Mount Sima Society
- Gateway Housing Society
- Les Essentielles
- Yukon Federation of Labour Business Association

The attached “Appendix A” to Bylaw 2025-26 summarizes a list of eligible applicants and eligible grant amounts.

The City’s lease agreement with Softball Yukon (2015 to 2025) includes a commitment to grant an amount annually. This amount equals the taxes, water, and sewer charges, given in consideration of the community services performed by Softball Yukon. Since the lease was previously approved by Council, the associated grant is included in Appendix A of Bylaw 2025-26.

ADMINISTRATIVE RECOMMENDATION

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.

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

ADMINISTRATIVE REPORT

TO:	Corporate Services Committee
FROM:	Administration
DATE:	June 3, 2025
RE:	Budget Amendment – Standard Building Design Guides

ISSUE

A budget amendment is needed for Standard Building Design Guides as per resolution 2025-08-07 passed on April 28, 2025.

REFERENCE

- [2025-2028 Capital Expenditure Program 2024-50](#)

HISTORY

On April 28, 2025, Council passed a motion authorizing Administration to bring forward a budget amendment for the creation of standard building design guides.

ALTERNATIVES

1. Amend the 2025-2028 Capital Expenditure Plan as recommended; or
2. Do not amend the Capital Expenditure Plan.

ANALYSIS

The motion approved by Council proposes creating Standard Building Design Guides for common design elements including ledger boards for exterior decks, snow stops on metal roofing, nine-foot walls on Permanent Wood Foundations and tall walls. These guides are intended to aid in building within Part 9 of the National Building Code for common and/or simple aspects of building plans and could potentially reduce the costs for engineered designs where not necessary.

ADMINISTRATIVE RECOMMENDATION

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.

ADMINISTRATIVE REPORT

TO:	Corporate Services Committee
FROM:	Administration
DATE:	June 3, 2025
RE:	2025-2028 Council Strategic Priorities

ISSUE

Adoption of Strategic Priorities by City Council.

REFERENCE

- 2025-2028 Council Strategic Priorities (Attachment 1)

HISTORY

Council participated in a series of facilitated sessions in March and April 2025 to discuss and identify strategic priorities. These efforts resulted in the document attached to this report.

ALTERNATIVES

1. Adopt the City of Whitehorse 2025-2028 Council Strategic Priorities; or
2. Refer back for further discussion amongst Council.

ANALYSIS

Strategic priorities provide clear direction to Administration and serve as a guiding document for the City's work over Council's term. They help align decisions, resources, and initiatives with the goals set by Council, and communicate those priorities to the community.

The strategic priorities identified by this Whitehorse City Council include:

- Supporting Growth and Sustainability
- Investing in Infrastructure
- Good Government
- Service and Organizational Excellence
- Quality of Life, Well-Being, and Connection
- Community Safety and Resilience

Descriptions of these Strategic Priorities and their associated Areas of Focus are outlined in Attachment 1.

ADMINISTRATIVE RECOMMENDATION

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



City of Whitehorse Strategic Priorities

2025–2028



Whitehorse City Council



Lenore
Morris
Councillor

Jenny
Hamilton
Councillor

Dan
Boyd
Councillor

Kirk
Cameron
Mayor

Paolo
Gallina
Councillor

Eileen
Melnychuk
Councillor

Anne
Middler
Councillor

Mayor's Message



It is often noted that municipal government has the most direct impact on citizens of any level of government, and the City of Whitehorse is no exception. In 2024, Whitehorse residents elected the first City Council to serve a four-year term in office. The 2024-2028 Council will guide Whitehorse as we navigate substantial growth and development within a broader context of economic turbulence, fiscal restraint and geopolitical uncertainty. Whitehorse City Council has established a set of strategic priorities that will guide its decisions in the coming years.

Whitehorse is one of the fastest growing cities in Canada, and we need to support growth and sustainability by finding a balance between economic progress and community safety and well-being. Advocating for municipal priorities while working in partnership with First Nations governments and the Governments of Yukon and Canada is critical to enabling responsible development, addressing housing needs, and mitigating the impacts of climate change.

Partnerships are also essential to ensure we can invest in the infrastructure needed to support our growing community. Everything from the basics of water pipes and roads to recreation facilities and our world-class trail networks need attention. Protecting the health and safety of citizens through core municipal services is as important as promoting the health and wellness of our residents through recreational opportunities. Indeed, the two go hand-in-hand. As more people choose to live in our Wilderness City, we need to ensure it grows in a way that preserves the access to nature and recreation that we are privileged to enjoy now, and which supports our citizens' mental health. This Council believes we should encourage active use of our public spaces, parks, greenspaces, trails and recreational facilities by families and individuals so that their physical and emotional health remains strong.

City Council needs to make informed decisions that reflect the input of citizens. Modernizing how we gather and share information, engage our citizens, and collaborate with partner governments will support good governance in Whitehorse. Being fiscally responsible will ensure we can continue to provide the programs and services that citizens rely on, even as our population grows. Enhancing service delivery and promoting organizational excellence will further this goal and allow us to support social progress and economic growth.

Ultimately, improving the quality of life of our citizens while fostering community well-being and connection is the purpose of local government. Collaborating with partners to protect what we value most while enabling healthy, active and vibrant communities is paramount. This includes improving community safety for our citizens and bolstering community resiliency to address the threats of wildfire and other climate-related emergencies.

If municipal government has the most direct impact on citizens, City Council's strategic priorities will ensure that Whitehorse has a positive impact on its citizens in the years ahead. At the same time, Council will respond to the emerging needs of the community and update its priorities as necessary going forward.

A stylized, handwritten signature in black ink, appearing to read 'K. Cameron'.

Kirk Cameron
Mayor

Governance Values



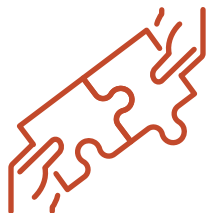
■ Respect

We approach discussions and debates with professionalism, valuing diverse perspectives, and ensuring individual Councillors and Council as a whole maintain constructive working relationships with each other, Administration, partners and our citizens.



■ Accountability

We make decisions that demonstrate responsibility to citizens, keeping financial and environmental stewardship, service quality, and infrastructure sustainability at the forefront, while being transparent about outcomes.



■ Curiosity/Open Mindedness

We remain open to new ideas, creative solutions, and diverse perspectives, recognizing that effective governance requires navigating competing interests with resourcefulness.



■ Results-Focussed

We prioritize informed decision-making and the effective implementation of plans that contribute to tangible improvements in the community.



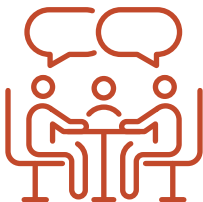
■ Transparency

We ensure that decision-making processes, budget allocations, and policy directions are open, clear, and accessible to the public.



■ Carefulness

We consider long-term impacts and potential unintended consequences before making decisions, ensuring well-thought-out governance.



■ Thoughtfulness

We approach issues with deliberate and balanced consideration, weighing multiple viewpoints, asking critical questions, and striving for pragmatic, well-prepared decisions that serve the broader community.

Priorities

Supporting Growth and Sustainability

Balance the regulatory, community and private sector interests in how our community grows.



Areas of Focus

- Smart Planning**
Utilize our land use planning documents, policies and processes to support housing diversity and community growth.
- Collaborative Growth**
Recognize our interdependence, and advocate for growth in alignment with partners.
- Economic Vitality**
Support economic diversity and a thriving private sector in our growing community.
- Environment**
Reduce the environmental and climate impacts of City operations and support residents in doing the same.

Investing in Infrastructure

Provide safe, sustainable and efficient infrastructure to service our growing community.



Areas of Focus

- Infrastructure Sustainability**
Maintain and modernize critical infrastructure to reduce future and ongoing infrastructure costs.
- Financial Planning**
Develop long-term financial planning components including funding strategies to ensure we can support our infrastructure needs.
- Strategic Partnerships**
Work collaboratively with government partners to ensure infrastructure investments align with what our city needs most.
- Efficient Development**
Explore efficiencies in infrastructure development with First Nations and Yukon governments.

Good Government

Ensure value and accountability to our citizens and partners in the work we do with a focus on fiscal responsibility.



Areas of Focus

■ Responsive Communication

Improve communication to foster trust and transparency.

■ Intergovernmental Collaboration

Strengthen relationships with First Nations, governments and community stakeholders to remain informed and align goals.

■ Fiscal Responsibility

Conduct cost-benefit evaluations to ensure programs provide value to the community.

■ Effective Governance

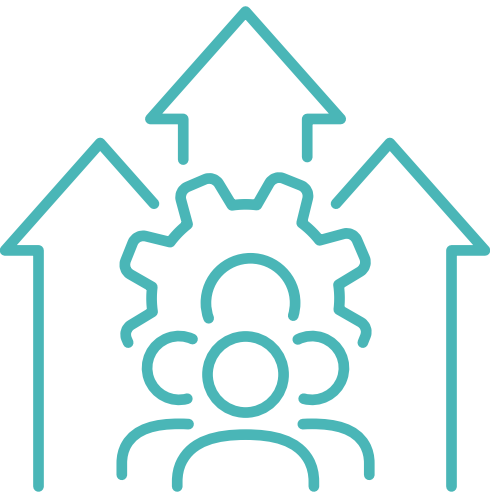
Ensure our governance systems and structure reflect the priorities of this Council.

■ Financial Sustainability

Explore revenue generating opportunities to strengthen financial sustainability.

Service and Organizational Excellence

Enhance efficiency, optimize resources, and invest in innovation to improve service quality and community impact.



Areas of Focus

■ Service Standards

Establish performance standards to measure and enhance client-centered service delivery.

■ Workforce Innovation

Invest in staff training, modern technology and processes to improve efficiency and service quality.

■ Efficient Permitting

Streamline and improve building permitting processes to accelerate housing availability.

■ Policy Alignment

Review existing tax and incentive grant policies to align with Council priorities.

Quality of Life, Well-being, and Connection

Enhance public spaces, expand and diversify transportation, and invest in amenities to foster connection and community pride.



Areas of Focus

- Vibrant Downtown**
Vitalize the downtown to enhance quality of life and connection.
- Waterfront Beautification**
Better utilize the riverside as a natural gathering place and active transportation corridor.
- Connected Neighbourhoods**
Encourage walkable and complete neighbourhoods with commercial services, amenities and public spaces in reasonable proximity.
- Sustainable Mobility**
Ensure public transit and active transportation options continue to improve and align with growing community needs.
- Recreational Opportunities**
Align our recreational amenities (indoor and outdoor) with the changes, growth and capacity of our community.
- Natural Environment**
Focus on protection of the natural environment while making decisions around community growth.

Community Safety and Resilience

Strengthen collaboration, improve infrastructure, and enhance emergency planning to create a safer, resilient community.



Areas of Focus

- Safe and Secure**
Support creative and collaborative solutions to reduce crime and improve safety.
- Efficient Mobility**
Improve multi-modal traffic flow around the city to make our streets safer.
- Emergency Preparedness**
Enhance all hazard emergency planning to increase resilience and preparedness.
- Food Security**
Support community initiatives around increasing urban agriculture and reducing food waste.

Sample Action Items

These are just some examples of action items that reflect the Strategic Priorities of City Council. This is not a complete list, just a representative sample of action items for 2025-2028.

1. Supporting Growth and Sustainability

- a. Modernize Zoning Bylaw
- b. Implement Climate Action Plan
- c. New Fire Hall in Whistle Bend
- d. Advocate for New Land Development
- e. Develop Housing Needs Assessment and Action Plan

2. Investing in Infrastructure

- a. Strengthen Emergency Management Infrastructure
- b. Municipal Water and Wastewater System Improvements
- c. Advocate for Sustainable Federal Funding
- d. Trail Management, Preservation and Enhancement

3. Good Government

- a. Modernize City Council Processes
- b. Strengthen Public Engagement and Awareness
- c. Collaborate with Community Organizations for Programming and Events
- d. Review Transit Cost Recovery Policy

4. Service and Organizational Excellence

- a. Enhance Building Permit Service Delivery and Reporting
- b. Update Business License Bylaw
- c. Review Municipal Charges and Community Service Grant Policy
- d. Modernize the City's Telecommunications Systems

5. Quality of Life, Well-Being and Connection

- a. Active Transportation and Pathways Rehabilitation and Construction
- b. Whistle Bend Active Transportation Connector
- c. Work with Partners to Protect and Manage Chasàn Chùà
- d. Update Downtown Plan
- e. Long-term Recreational Facility Planning

6. Community Safety and Resilience

- a. Whitehorse Community Safety and Wellbeing Plan
- b. Neighbourhood Speed Reduction
- c. Expand FireSmart Initiatives
- d. Long-term Solution for Robert Service Way



CITY OF WHITEHORSE
CITY PLANNING COMMITTEE
Council Chambers, City Hall



Chair: Lenore Morris

Vice-Chair: Anne Middler

June 3, 2025

Meeting #2025-11

-
1. Change of Use – Kwanlin Dün First Nation Valleyview Settlement Lands
Presented by Darcy McCord, A/Manager, Planning and Sustainability Services
 2. Zoning Amendment – 10 Eldorado Drive
Presented by Darcy McCord, A/Manager, Planning and Sustainability Services
 3. Zoning Amendment – 14 Tarahne Way
Presented by Darcy McCord, A/Manager, Planning and Sustainability Services
 4. New Business

ADMINISTRATIVE REPORT

TO:	City Planning Committee
FROM:	Administration
DATE:	June 3, 2025
RE:	Change of Use – Kwanlin Dün First Nation Valleyview Settlement Lands

ISSUE

An agreement to vary the land use and development designation of Kwanlin Dün First Nation (KDFN) Settlement Land Parcels C-117B and C-141B.

REFERENCE

- [Valleyview South Master Plan](#)
- [KDFN Self-Government Agreement](#)
- Variation Agreement (Attachment 1)

HISTORY

The Valleyview South Master Plan (Master Plan) was adopted by Council on May 27, 2024 as a guiding document. KDFN Settlement Land Parcels C-117B and C-141B are designated as Mixed-Use Residential Commercial in the Master Plan.

The KDFN Self Government Agreement (SGA) however currently restricts portions of the subject parcels to single family residential housing. A Variation Agreement between KDFN and the City is needed to confirm that the land use restriction in the SGA shall no longer apply.

ALTERNATIVES

1. Authorize the Mayor 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; or
2. Refer the matter back to Administration.

ANALYSIS

Section 28.9.1.1 of the SGA states that the City shall be the Applicable Authority in respect of Type 2 Parcels within the city. Under section 29.1.3, the City and KDFN are expected to make reasonable efforts to reach a consensus with respect to a variation request. There is however no process established for the City to review a variation request in the SGA, Municipal Act, nor through City Bylaws. The proposed Variation Agreement would allow KDFN the flexibility to develop the subject parcels in alignment with the Master Plan and allow a broader range of housing options. Administration is therefore recommending that Council authorize the Mayor to enter into an agreement with KDFN.

ADMINISTRATIVE RECOMMENDATION

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.

**Agreement to Variation of Land Use and Development Designation of KDFN
Settlement Land Parcels C-117B and C-141B**

This agreement is made _____, 2025

Between

Kwanlin Dün First Nation
as represented by the Chief

and

The City of Whitehorse
as represented by the Mayor

The Parties agree to the following:

1. This agreement shall fulfill the requirements of section 28.9.1 of the Kwanlin Dün First Nation Self-Government Agreement.
2. In Appendix B Part I Paragraph 4 under the heading Residential, the following does not apply:
“C-117 – single family dwelling units of a permanent nature only on the area shown cross-hatched in Sketch 1 attached to this appendix;
C-141B – single family dwelling units of a permanent nature only on the area shown cross-hatched on Sketch 1 attached to this appendix.”
3. In Appendix B Part II Rows 28 and 34 under the heading Land Use and Development Designation, the following does not apply: “restricted in accordance with Appendix B Part I on cross-hatched portion shown on Sketch 1,”.

Chief Sean Uyenets'echja Smith
Kwanlin Dün First Nation

Mayor Kirk Cameron
City of Whitehorse

Date

Date

ADMINISTRATIVE REPORT

TO:	City Planning Committee
FROM:	Administration
DATE:	June 3, 2025
RE:	Zoning Amendment – 10 Eldorado Drive

ISSUE

An application 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.

REFERENCE

- [Zoning Bylaw 2012-20](#)
- [Whitehorse 2040 Official Community Plan](#)
- Location Map (Attachment 1)
- Proposed Bylaw 2025-27 (Attachment 2)

HISTORY

An application was received to rezone 10 Eldorado Drive, the location of the Council of Yukon First Nations Family Preservation Wellness Centre (Wellness Centre), from PS – Public Service to PSx(f) – Public Service (modified). The special modification would allow for the development of a fence with a height of 1.8 m in the front yard to provide privacy and security to the residents. Currently, the maximum permitted height of a fence in the front yard of the subject site is 1.2 m.

Development Review Committee

The proposed zoning was reviewed by the Development Review Committee (DRC) on April 9, 2025. The DRC did not raise concerns relating to the proposed amendment.

Proposed Schedule

The proposed schedule for the Zoning Bylaw amendment is:

Planning Committee:	June 3, 2025
First Reading:	June 9, 2025
Newspaper Ads:	June 13 and 20, 2025
Public Hearing:	July 7, 2025
Report to Committee:	August 4, 2025
Second and Third Reading:	August 11, 2025

Potential Postal Delivery Disruption

On May 19, 2025, Canada Post strike notice from the Canadian Union of Postal Workers (CUPW) indicating that CUPW intends to begin strike activity on May 23rd. There is a potential that a postal delivery disruption may prevent the delivery of written notification letters to surrounding property owners as is required in the Zoning Bylaw. Zoning Bylaw regulation 15.5.1 states however that in the event of a postal delivery disruption, additional

methods or alternate notifications may be used, as directed by Council at First Reading. Administration recommends that Council authorize notifications of the public hearing be advertised on the City's social media platforms in the event that a postal delivery disruption prevents the delivery of mailed notifications.

ALTERNATIVES

1. Proceed with the amendment under the bylaw process and authorize the use of alternative notification methods in the event of a postal delivery disruption; or
2. Do not proceed with the amendment.

ANALYSIS

Site Context

The subject site is located on the corner of Eldorado Drive and Casca Boulevard in the Whistle Bend neighbourhood. There are residential uses to the south and west of the subject site. The areas to the north and east are largely undeveloped but are zoned as RCM – Comprehensive Residential Multiple Family and FP – Future Planning so development may occur in the future. Some properties to the south of the subject site have fences in their front yard however the fences are within the allowable maximum height.

2040 Official Community Plan (OCP)

The subject site is designated as Residential - Urban in the OCP. This designation is intended to accommodate a wide range of residential housing forms and compatible uses primarily within the Urban Containment Boundary. OCP policy 9.1 states that the City will encourage the construction of a variety of housing types across the city that reflect the housing continuum. The housing continuum considers that a full spectrum of housing options is required in a community including temporary housing. Furthermore, OCP policy 8.15 states that the location of supportive service facilities should ensure a safe and harmonious environment for clients accessing supportive social services, and surrounding community members.

The subject location will provide temporary housing and support for women and children who may be fleeing violence or experiencing homelessness. Ensuring that the vulnerable residents of the Wellness Centre can access the housing and support they require in a safe and secure environment is important. Allowing for the construction of a higher fence in the front yard is one element in achieving a safe and secure environment for residents of the Wellness Centre.

Zoning Bylaw

The purpose of the PS zone is to provide a zone for public and privately owned facilities of an institutional or community service nature. Regulation 5.5.3.4 b) states that fences and walls in the front yard of public or institutional zones shall not exceed 1.2 m in height.

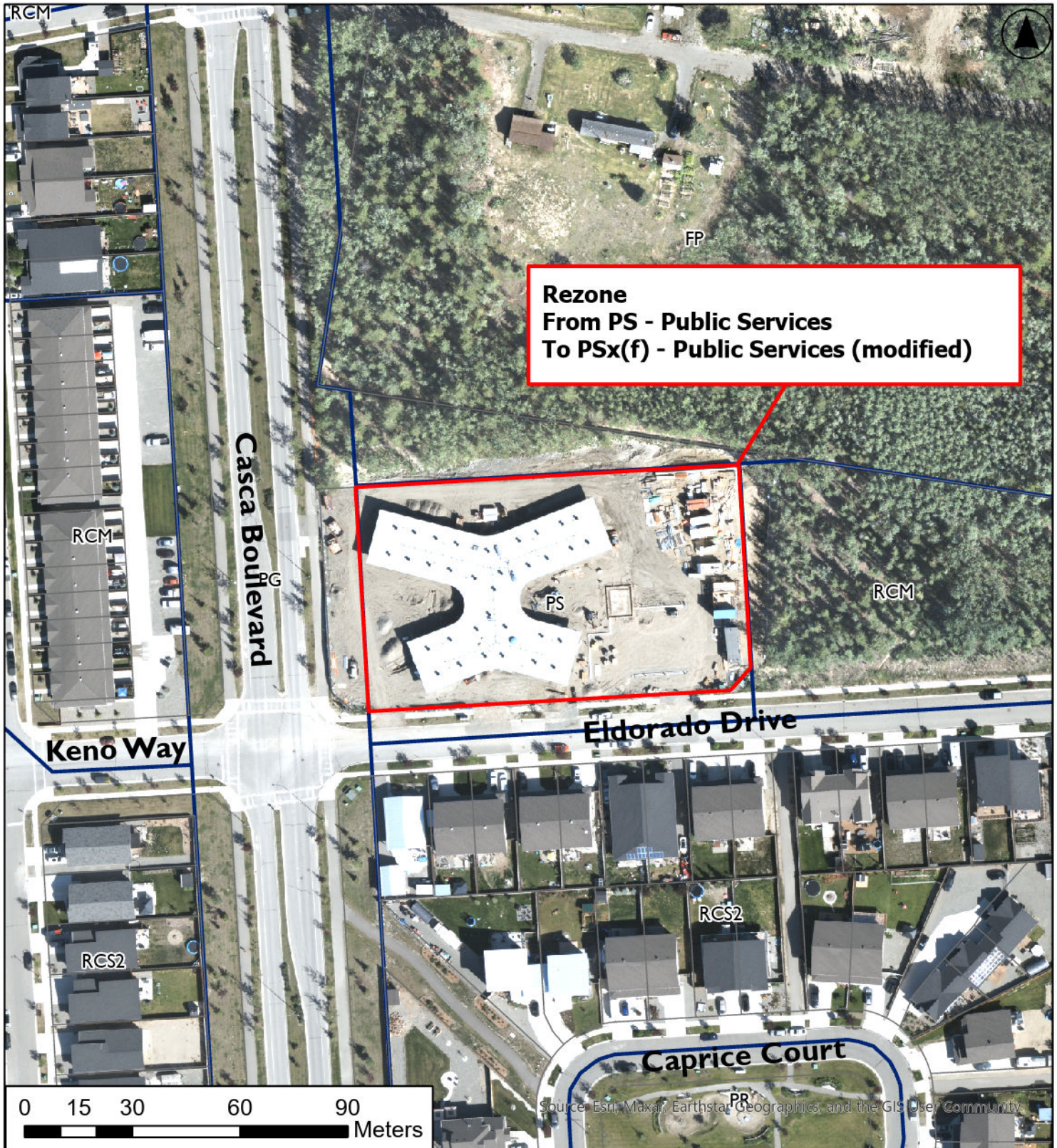
Notwithstanding regulation 5.5.3.4 b), the special modification would allow a fence with a maximum height of 1.8 m in the front yard. The portion of proposed fence that would be within the front yard is approximately 12 m in length which is minimal given the approximately 100 m width of the lot and is necessary to facilitate the privacy and security

of the units on the southwest corner of the existing building. The increase in allowable fence height in the front yard of the subject site is not expected to negatively impact the surrounding area considering a majority of the proposed fence will be outside of the front yard and of a similar height to the small portion of proposed fence within the front yard.

ADMINISTRATIVE RECOMMENDATION

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.



DATE:
June 3, 2025

FILE:
Z-01-2025



Subject Site

CITY OF WHITEHORSE - PLANNING AND SUSTAINABILITY SERVICES

Bylaw 2025-27

A Bylaw to amend the zoning of 10 Eldorado Drive from PS - Public Services to PSx(f) - Public Services (modified)



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:

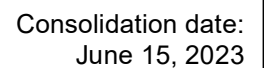
SECOND READING:

THIRD READING and ADOPTION:

Kirk Cameron, Mayor

Corporate Services

WHISTLE BEND (EAST)



ADMINISTRATIVE REPORT

TO:	City Planning Committee
FROM:	Administration
DATE:	June 3, 2025
RE:	Zoning Amendment – 14 Tarahne Way

ISSUE

An application to amend the zoning of 14 Tarahne Way, from CNC – Comprehensive Neighbourhood Commercial to CNCx(d) – Comprehensive Neighbourhood Commercial (modified), to allow an eating and drinking establishment including a drive-through component.

REFERENCE

- [Zoning Bylaw 2012-20](#)
- [Draft 2025 Zoning Bylaw](#)
- [Whitehorse 2040 Official Community Plan](#)
- [2009 Whistle Bend Concept Plan](#)
- [2015 Sustainability Plan](#)
- Location Map (Attachment 1)
- Proposed Bylaw 2025-29 (Attachment 2)

HISTORY

An application was received to rezone 14 Tarahne Way, from Neighbourhood Commercial (CNC) to Comprehensive Neighbourhood Commercial (modified) (CNCx(d)). The special modification would allow for the development of an eating and drinking establishment, including a drive-through component, limit the number of drive-throughs permitted on the site to one, and require landscaped setbacks between vehicle queueing lanes and the street.

On October 9, 2024, the applicant hosted a presentation regarding the overall development plans for the site and took questions from residents. The potential inclusion of a quick service retail with a drive-through component was mentioned during the presentation.

The proposed zoning amendment was reviewed by the Development Review Committee (DRC) on April 30, 2025. The DRC made comments regarding justification of the growth rate used in Transportation Impact Assessment (TIA) and potential impacts of drive-through queueing lanes to the public realm.

On the basis of the above comments, Administration continued discussions with the applicant to develop the proposed zoning amendment, such as the inclusion of a proposed special modification for a landscaped setback to mitigate impacts to the public realm and received justification for the growth rate used.

The proposed schedule for the Zoning Bylaw amendment is:

Planning Committee:	June 3, 2025
First Reading:	June 9, 2025
Newspaper Ads:	June 13 and 20, 2025
Public Hearing:	July 7, 2025
Report to Committee:	August 4, 2025
Second and Third Reading:	August 11, 2025

Potential Postal Delivery Disruption

There is a potential that a postal delivery disruption may prevent the delivery of written notification letters to surrounding property owners as required in the Zoning Bylaw. Zoning Bylaw regulation 15.5.1 states however that in the event of a postal delivery disruption, additional methods or alternate notifications may be used, as directed by Council at First Reading. Administration recommends that Council authorize notifications of the public hearing to be advertised on the City's social media platforms if a postal delivery disruption prevents the delivery of mailed notifications.

ALTERNATIVES

1. Proceed with the amendment under the bylaw process and authorize the use of alternative notification methods in the event of a postal delivery disruption; or
2. Do not proceed with the amendment.

ANALYSIS

Site Context

The subject site is an approximately 2.3 ha vacant commercial corner lot located at the edge and at one of the main entrances of Whistle Bend. The site fronts Whistle Bend Way (approximately 150 m of frontage), Casca Boulevard (approximately 140 m of frontage), and Tarahne Way (approximately 175 m of frontage). There are existing low (RCS2 – Comprehensive Residential Single Family 2), medium (RCM – Comprehensive Residential Multiple Family) and high-density (RCM2 – Comprehensive Residential Multiple Family 2) residential uses across the street to the south and east of the subject site. The area to the north of the site is vacant and zoned PS – Public Service, and the area to the west is zoned PE – Environmental Protection. The site is located approximately 1 km (approximately 15 minute walk) southwest of the Whistle Bend Urban Centre along Keno Way, which is zoned CNC2 – Comprehensive Neighbourhood Commercial 2.

Whistle Bend Plan

The site was planned under the 2009 Whistle Bend Concept Plan. The Concept Plan designated the site as Commercial, with the intent to ensure services are provided to enable people to live and shop in their neighbourhood. The 2009 Concept Plan also envisioned a food store to draw on the Whistle Bend and Porter Creek catchment areas. In alignment with this plan, the site was zoned CNC, which permits a wide range of commercial services. The CNC zone does not contemplate a drive-through.

2040 Official Community Plan (OCP)

The subject site is designated as Mixed-Use Neighbourhoods in the OCP. This designation is intended to assist in the creation of more Complete Communities by accommodating a mixture of multi-unit housing and commercial development at a scale that contributes to the vitality of neighbourhoods. Complete Communities meet the basic needs of all residents by encompassing a mix of residential, commercial, recreational and community uses (e.g., housing, groceries, employment areas, medical and personal services, schools, parks).

OCP Policy 15.10.1 lists restaurants as a suitable use within the designation but does not specify restaurants with or without a drive-through component. However, suitable uses are not limited to what is listed in 15.10.1. The OCP generally directs restaurants with drive-throughs towards the Commercial-Service land use designation.

OCP Policy 11.7 states that the City will encourage a shift towards the increased use of active and shared transportation modes whereas policy 6.6 states that the City will advance the transition of the community to sustainable low-carbon means of transportation, where feasible, and through the design of the built environment. Natural Resource Canada states that vehicles are a significant source of greenhouse gas emissions, and that vehicle idling contributes to increased emissions. Further expanding areas within the city where drive-throughs are deemed an appropriate use may work against the City's commitment to encourage a shift in transportation modes, as drive-throughs and vehicle-oriented uses encourage vehicle use when accessing commercial services.

Zoning Bylaw

The purpose of the CNC zone is to allow for commercial uses that are appropriate for the transitional area around the periphery of a residential neighbourhood. Eating and drinking establishments with a drive-through component are not a permitted use within the CNC zone.

Section 6.23.1 of the Zoning Bylaw states that vehicle-oriented uses shall be permitted only when the use will not adversely affect the safe functioning of adjacent public roadways. The application includes a TIA, which was deemed to adequately demonstrate that the inclusion of a drive-through component would not adversely affect the safe functioning of adjacent roadways. The special modification limiting the number of drive-throughs to 1 per 2.0 hectares would ensure the development is limited to 1 drive-through component, ensuring the development aligns with the results of TIA. The proposed amendment also includes a special modification requiring a landscaped setback between any queuing lanes and the street. This also aligns with regulations proposed in the new draft Zoning Bylaw, which proposes a landscaped setback between any drive-through lanes and the street.

Sustainability Plan and Climate Emergency Declaration

In September 2019, the City of Whitehorse declared a climate emergency for the purpose of enhancing and accelerating action on our commitment to protect our community, economy, and ecosystems from the impacts of climate change. The City of Whitehorse Sustainability Plan includes a goal for energy and GHG reduction. Drive-throughs

encourage idling vehicles while customers queue to receive an order. It is difficult to estimate the increase in GHG emissions resulting from the drive-through, including those generated by additional customers that would drive to this location due to the convenience of a drive-through.

Traffic Considerations

Based on trip generation rates used in the TIA, the difference in trips between a restaurant with a drive-through and a restaurant without a drive-through is below the threshold for an updated TIA. Therefore, the impact is anticipated to be negligible compared to total traffic during peak hours at Whistle Bend's full build-out.

Once Whistle Bend is completely developed, the Casca Boulevard and Whistle Bend Way intersection is expected to operate at above capacity, with or without the proposed drive-through. Increased transit services, and new infrastructure such as an active transportation corridor connecting Whistle Bend to the Downtown are proposed in the City Transportation Master Plan to help mitigate future capacity issues.

ADMINISTRATIVE RECOMMENDATION

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.



0 25 50 100 150 200
Meters

A proposal to amend the zoning of 14 Tarahne Way from CNC - Comprehensive Neighbourhood Commercial to CNCx - Comprehensive Neighbourhood Commercial (modified)



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

WHISTLE BEND (EAST)



Projection: NAD 1983 UTM Zone 8

CITY OF WHITEHORSE
DEVELOPMENT SERVICES COMMITTEE
Council Chambers, City Hall



Chair: Paolo Gallina

Vice-Chair: Jenny Hamilton

June 3, 2025

Meeting #2025-11

1. New Business

CITY OF WHITEHORSE
CITY OPERATIONS COMMITTEE
Council Chambers, City Hall



Chair: Eileen Melnychuk

Vice-Chair: Lenore Morris

June 3, 2025

Meeting #2025-11

1. New Business

CITY OF WHITEHORSE
COMMUNITY SERVICES COMMITTEE
Council Chambers, City Hall



Chair: Jenny Hamilton

Vice-Chair: Paolo Gallina

June 3, 2025

Meeting #2025-11

-
1. Lease Agreement – Takhini Arena Concession Services
Presented by Keri Rutherford, Manager, Recreation
 2. Parks Maintenance Policy Amendments – Personal Floatation Device Provisions
Presented by Kimberly Schlosser, Supervisor, Parks, and
Keri Rutherford, Manager, Recreation
 3. New Business

ADMINISTRATIVE REPORT

TO:	Community Services Committee
FROM:	Administration
DATE:	June 3, 2025
RE:	Lease Agreement – Takhini Arena Concession Services

ISSUE

Entering into a lease agreement with CHIPINN FISH & CHIPS INC. to provide a seasonal food concession services at the Takhini Arena.

REFERENCE

- [City Procurement Policy \(2020-03\)](#)
- Proposed Bylaw 2025-23 (Attachment 1)

HISTORY

The Takhini concession operates during regular ice usage and serves as a key component of the facility's services to the community during the Fall/Winter season. This venue is a highly valued and well-utilized amenity by both the public and facility users.

As the prior vendor's term expired in September 2024, and in accordance with the City's Procurement Policy, the City solicited responses to an Expression of Interest (EOI) to provide a seasonal food concession at Takhini Arena from October 2024 to September 2027. Each season is defined as October 31 to March 31 unless pre-arranged by the City of Whitehorse.

The procurement documents were made publicly available in the summer of 2024, via the City's e-procurement platform Bonfire. Three submissions were received.

In order to provide concession services at the facility over the 2024/2025 winter season, an interim service agreement was put in place with the preferred vendor; a formal lease is now required for the balance of the term.

ALTERNATIVES

1. Enter into a lease agreement with CHIPINN FISH & CHIPS INC; or
2. Do not enter into a lease agreement.

ANALYSIS

The proposals were reviewed by an internal committee comprised of three staff from the Recreation Department. The evaluation criteria set out in the EOI assessed the quality and completeness of each submission and considered several factors. Those factors included the proponents' company background and experience, the proposed menu that would be suitable for the public appeal, sanitation and safety, and the proposed general approach and methodology.

The review committee verified compliance with the specifications and terms and conditions in accordance with the instructions to bidders and concurred CHIPINN FISH & CHIPS INC met the requirements and has the capability to perform the service. The proposed seasonal two-year lease agreement will commence October 2025 and expire September 2027.

ADMINISTRATIVE RECOMMENDATION

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.

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

ADMINISTRATIVE REPORT

TO:	Community Services Committee
FROM:	Administration
DATE:	June 3, 2025
RE:	Parks Maintenance Policy Amendment – Personal Floatation Device Provisions

ISSUE

Adoption of proposed amendments to the Parks Maintenance Policy.

REFERENCE

- [Parks Maintenance Policy](#)

HISTORY

In 2022, with the support of the Life Saving Society of Yukon, the City of Whitehorse introduced the life jacket loaner station program, beginning with the installation of a station at Long Lake. The initiative was designed to promote water safety, improve access to safety equipment, foster a culture of safety, and normalize the use of life jackets during aquatic activities.

Since its inception, the program has expanded to include a second station at Chadburn Lake. However, standards for inspection and maintenance have not yet been formalized within City policy.

To support the development of policy provisions and assess potential risks, a legal review was conducted to evaluate liability considerations associated with the program.

ALTERNATIVES

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

ANALYSIS

Since the adoption of the Parks Maintenance Policy in 2015, no amendments or updates have been made. A comprehensive review and update is scheduled for 2026. In the interim, the proposed amendments aim to formalize the life jacket loaner station program, including provisions for inspections, maintenance, and signage. Additional housekeeping updates include the use of gender-neutral language and the correction of the department name.

The maintenance, inspection and signage standards contained in the proposed updates for life jackets (also known as Personal Flotation Devices) meet relevant safety standards, have undergone legal review and match current practices.

The following provisions are proposed to be added to the Parks Maintenance Policy under a new heading “Maintenance of Life Jacket Stations”:

MAINTENANCE OF LIFE JACKET STATIONS

64. Life jacket stations are placed at Lake Day Use Areas within City boundaries to provide park users with access to personal floatation devices (PFDs).
65. Maintenance of life jacket stations includes ensuring that PFDs are hung in place, that all PFDs are in good operating condition and are inspected on a weekly basis. PFDs that are found to be damaged or unsafe are to be removed or replaced. Data from weekly inspections will be recorded in an electronic logbook. The inspection data will be retained for a minimum of two years.
66. PFDs will be placed at life jacket stations in May and will be moved into storage in the month of September.
67. Inspect liability signage for damage and ensure that signage with instructions for proper fitment and use of PFDs is legible.

ADMINISTRATIVE RECOMMENDATION

THAT Council approve the amendments to the Parks Maintenance Policy.