



# THE CITY OF DAWSON

**AGENDA - COUNCIL MEETING #C21-20**  
**TUESDAY, September 21, 2021 at 7:00 p.m.**  
**Council Chambers, City of Dawson Office**

**1. CALL TO ORDER**

**2. ADOPTION OF THE AGENDA**

- a) Council Meeting Agenda #C21-20

**3. PROCLAMATION**

- a) Truth & Reconciliation Day

**4. ADOPTION OF THE MINUTES**

- a) Council Meeting Minutes C21-19 of August 31, 2021

**5. BUSINESS ARISING FROM MINUTES**

- a) Council Meeting Minutes C21-19 of August 31, 2021

**6. FINANCIAL AND BUDGET REPORTS**

- a) Accounts Payables 21-18- Cheques #56811-56866 & EFT's
- b) Visa Statements- July

**7. SPECIAL MEETING, COMMITTEE, AND DEPARTMENTAL REPORTS**

- a) Request for Decision: Klondike Visitor's Association Lease Agreement
- b) Request for Decision: Subdivision Application #21-085 (Extension) Los 9 & 9-1, Block C, Ladue
- c) Request for Decision: AMFRC Concession Services Award
- d) Request for Decision: Heritage Advisory Committee Member Appointments
- e) Request for Decision: Budget Amendment (HR)
- f) Request for Decision: Water & Sewer Installation at Lot 44, Block 2, North End
- g) Request for Decision: North End Project
- h) Request for Decision: Project Management Services-Solid Waste Diversion Centre Contract Award (added as a time sensitive matter)

**8. BYLAWS & POLICIES**

- a) Zoning Bylaw Amendment No.13 (2021-12)- Second Reading
- b) Workplace Violence & Harassment Prevention Policy (2021-02)
- c) Procurement Policy (2021-03)
- d) Arts & Culture Policy (2021-04)

**9. CORRESPONDENCE**

- a) RCMP Monthly Policing Report- July

**10. PUBLIC QUESTIONS**

**11. IN CAMERA**

- a) Labour related matter

**12. ADJOURNMENT**

# PROCLAMATION

## National Truth and Reconciliation Day

September 30, 2021



- Whereas** The Government of Canada recently passed legislation marking September 30 as the National Day for Truth and Reconciliation, and
- Whereas** The City of Dawson wishes to recognize and commemorate the history and ongoing legacy of residential schools as part of the reconciliation process and the Truth and Reconciliation Commission's Calls to Action, and
- Whereas** The City of Dawson is committed to reconciliation and our relationship with the Tr'ondëk Hwëch'in government and citizens in our community and to ensuring our community remains inclusive and respects the history, traditions and culture in the Tr'ondëk Hwëch'in traditional territory.
- Therefore** I, Wayne Potoroka, as Mayor of the City of Dawson, Yukon Territory, do hereby proclaim **September 30, 2021**, to be
- "National Truth and Reconciliation Day"***
- in the City of Dawson, Yukon Territory, and I commit this observance to the people of the City of Dawson. I further encourage all Dawsonites reflect on this day and honor survivors, the families and our community.

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Mayor Wayne Potoroka

Dated this 21<sup>st</sup> day of September, 2021.

**MINUTES OF SPECIAL COUNCIL MEETING C21-19** of the Council of the City of Dawson held on Tuesday, August 31, 2021 at 7:00 p.m. City of Dawson Council Chambers

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<b>PRESENT:</b>	Mayor	Wayne Potoroka
	Councillor	Bill Kendrick
	Councillor	Molly Shore
	Councillor	Stephen Johnson
	Councillor	Natasha Ayoub

**REGRETS:**

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<b>ALSO PRESENT:</b>	CAO	Cory Bellmore
	CFO	Kim McMynn

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**Agenda Item:** Call to Order

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The Chair, Mayor Potoroka called council meeting C21-19 to order at 7:00 p.m.

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**Agenda Item:** Agenda

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**C21-19-01** Moved by Mayor Potoroka, seconded by Councillor Ayoub that the agenda for Council meeting C21-19 of August 31, 2021 be adopted as presented.  
Motion Carried 5-0

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**Agenda Item:** Minutes

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a) Council Meeting Minutes C21-16 of August 3, 2021

**C21-19-02** Moved by Councillor Ayoub, seconded by Mayor Potoroka that the minutes of Council Meeting C21-16 of August 3, 2021 be approved as presented.  
Motion Carried 5-0

b) Council Meeting Minutes C21-17 of August 19, 2021

**C21-19-03** Moved by Councillor Johnson, seconded by Councillor Ayoub that the minutes of Council Meeting C21-17 of August 19, 2021 be approved as presented.  
Motion Carried 5-0

c) Council Meeting Minutes of C21-18 of August 23, 2021

**C21-19-04** Moved by Councillor Ayoub, seconded by Councillor Shore that the minutes of Council Meeting C21-18 of August 23, 2021 be approved as presented.  
Motion Carried 5-0

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**Agenda Item:** Business Arising from Minutes

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a) Council Meeting Minutes C21-16 of August 3, 2021

- Regarding C21-16-6, Mayor Potoroka requested that Administration continue work started on North end, Campground and OCP Amendments with new council.
- Regarding C21-16-07, reiterate that there is not relation between Councillor Kendrick and Kendrick Equipment.

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**Agenda Item: Financial and Budget Reports**

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a) Accounts payable Report 21-14 Cheques #56607-56665 & EFT's

- C21-19-05** Moved by Councillor Shore, seconded by Councillor Johnson that Council acknowledge receipt of the Accounts Payable Report #21-14 RE: Cheques #56607-56665 & EFT's; provided for informational purposes.  
Motion Carried 5-0

Cheque #	Vendor Name	Further Information
56646	Sunnydale Landscaping	?-Will look into it

b) Accounts payable Report 21-15 Cheques #56666-56705 & EFT's

- C21-19-06** Moved by Mayor Potoroka, seconded by Councillor Johnson that Council acknowledge receipt of the Accounts Payable Report #21-15 RE: Cheques #56666-56705 & EFT's; provided for informational purposes.  
Motion Carried 5-0

Cheque #	Vendor Name	Further Information
56675	Colliers Project Leaders Inc.	?-Will look into it

c) Accounts payable Report 21-16 Cheques #56706-56761 & EFT's

- C21-19-07** Moved by Councillor Shore, seconded by Councillor Ayoub that Council acknowledge receipt of the Accounts Payable Report #21-14 RE: Cheques #56706-56761 & EFT's; provided for informational purposes.  
Motion Carried 5-0

d) Accounts payable Report 21-17 Cheques #56762-56810

- C21-19-08** Moved by Councillor Shore, seconded by Councillor Johnson that Council acknowledge receipt of the Accounts Payable Report #21-14 RE: Cheques #56762-56810; provided for informational purposes.  
Motion Carried 5-0

Cheque #	Vendor Name	Further Information
56787	Murdoch's Gem Shop	?-Will look into it

e) Visa Statements May-June

- C21-19-09** Moved by Councillor Johnson, seconded by Councillor Ayoub that Council acknowledge receipt of the Visa Statements May-June; provided for informational purposes.  
Motion Carried 5-0

Date	Vendor Name	Further Information
April 26, 2021	Tr'ondëk Hwëch'in	?-Will look into it

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**Agenda Item: Special Meeting, Committee and Departmental Reports**

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a) Request for Decision: Budget Amendment to Bylaw No. 2021-04

- C21-19-10** Moved by Councillor Kendrick, seconded by Councillor Johnson that Council approve a budget amendment to Bylaw No. 2021.04 for a re-allocation of Capital Expenditures for the purchase of a Hydro-Vac truck.  
Motion Carried 5-0

b) Request for Decision: Regional Landfill Agreement

- C21-19-11** Moved by Councillor Shore, seconded by Councillor Johnson that Council Direct Graham Lang, of Lamarche, Lang & Barrett LLB Law Group (shared solicitor for all municipalities) to enter into negotiations with Yukon Government on:
1. A lease agreement covering the landfill site; and
  2. Negotiate a regional landfill agreement with Yukon Government covering shared liability and regional waste disposal contributions; and
  3. That once negotiated to the satisfaction of the CAO, be brought back to Council for adoption and ratification.
- Motion Carried 5-0

c) Request for Decision: Rec Centre Next Steps

- C21-19-12** Moved by Councillor Ayoub, seconded by Councillor Johnson that Council:
- Select basic amenities identified in Option 1 Dome Road Site from the Republic Architecture Final Feasibility Study Report as a starting point with an understanding that the final design will allow for future amenities via expansion.
  - Direct administration to finalize reserve funds available for this project for internal contribution, and
  - Direct administration to set a meeting with Council and Yukon Government Minister of Community Services to discuss the steps forward for this project as presented.
- Motion Carried 5-0

d) Request for Decision: Tr'ondëk Hwëch'in Jëje Zho Men's Shelter

- C21-19-13** Moved by Councillor Shore, seconded by Councillor Ayoub that Council waive the load capacity charge as an in-kind contribution to the construction of the Tr'ondëk Hwëch'in Jëje Zho Men's Shelter  
Motion Carried 4-1
- C21-19-14** Moved by Councillor Shore, seconded by Councillor Johnson that Council waive the development application fees as an in-kind contribution to the construction of the Tr'ondëk Hwëch'in Jëje Zho Men's Shelter  
Motion Carried 4-1
- C21-19-15** Moved by Councillor Johnson, seconded by Councillor Kendrick that Council approve a 10-year Standard Tax Grant for the Tr'ondëk Hwëch'in Jëje Zho Men's Shelter  
Motion Carried 5-0
- C21-19-16** Moved by Mayor Potoroka, seconded by Councillor Johnson that Council not approve waiving of Water and Sewer connection charges as in-kind contributions for construction of the Tr'ondëk Hwëch'in Jëje Zho Men's Shelter. Motion Carried 5-0

- C21-19-17** Moved by Councillor Johnson, seconded by Councillor Ayoub that Council not approve waiving of parking stall requirements as in-kind contributions for construction of the Tr'ondëk Hwëch'in Jëje Zho Men's Shelter  
Motion Carried 5-0
- C21-19-18** Moved by Councillor Johnson, seconded by Councillor Shore that Council request Tr'ondëk Hwëch'in to consider the HAC recommendations of the elements of the design flagged by the HAC that do not meet the "Guidelines for infill: The Dawson Style" but not require them to comply with these guidelines to receive their development permit for the Jëje Zho Men's Shelter  
Motion Carried 4-1
- e) Request for Direction: Parking Agreement – Dawson City Museum
- C21-19-19** Moved by Councillor Shore, seconded by Councillor Kendrick that Council direct Administration to enter into a cash-in-lieu parking agreement with the owner of Block 4, Government Reserve, as per the Fees and Charges Bylaw and Section 9 of the Zoning Bylaw.  
Motion Carried 4-1
- f) Request for Direction: Parking Agreement – Klondike Kates
- C21-19-20** Moved by Councillor Shore, seconded by Councillor Kendrick that Council direct Administration to enter into a cash-in-lieu parking agreement with the owner of Lot 9, Block M, Ladue Estate, as per the Fees and Charges Bylaw and Section 9 of the Zoning Bylaw.  
Motion Carried 4-1
- g) Request for Decision: Consolidation Application #21-031-Lots 38 & 39, Tr'ondëk Subdivision
- C21-19-21** Moved by Councillor Shore, seconded by Councillor Kendrick that Council grant subdivision authority to consolidate Lots 38 and 39 Quad 116 B/3 (Consolidation Application #21-031), subject to the following conditions:
- 1.1 The successful passing of a public hearing (scheduled for September 14<sup>th</sup>)
  - 1.2 The applicant submits a plan of subdivision completed by a certified lands surveyor drawn in conformity with the approval.
  - 1.3 The applicant shall, on approval of the subdivision plan by the City of Dawson, take all necessary steps to enable the registrar under the Land Titles Act to register the plan of subdivision.
- Motion Carried 5-0
- h) Request for Decision: Subdivision Application #21-089-Lot 1047-2, Klondike Highway
- C21-19-22** Moved by Councillor Shore, seconded by Councillor Kendrick that Council grant subdivision authority to consolidate the land included in Disposition 2018-3280 with Lot 1047-2 (Subdivision Application #21-089), subject to the following conditions:
- 1.1 The successful passing of a public hearing (scheduled for September 14<sup>th</sup>)
  - 1.2 The receipt of an "Authority to Survey and Subdivide" letter from Land Management Branch.
  - 1.3 The applicant submits a plan of subdivision completed by a certified lands surveyor drawn in conformity with the approval.

- 1.4 The applicant shall, on approval of the subdivision plan by the City of Dawson, take all necessary steps to enable the registrar under the Land Titles Act to register the plan of subdivision.  
Motion Carried 5-0

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**Agenda Item: Bylaws and Policies**

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a) Council Remuneration Bylaw (2021-10) Third & Final Reading

- C21-19-23** Moved by Councillor Shore, seconded by Councillor Johnson that Council give Bylaw #2021-10, being the Council Remuneration Bylaw, third and final reading.  
Motion Carried 5-0

b) Zoning Bylaw Amendment No. 13 (2021-12) First Reading

- C21-19-24** Moved by Councillor Shore, seconded by Councillor Johnson that Council give Bylaw #2021-12, being Zoning Bylaw Amendment No. 13, first reading.  
Motion Carried 5-0

c) Flagpole Policy

- C21-19-25** Moved by Mayor Potoroka, seconded by Councillor Shore that Council adopt the Flagpole Protocol Policy #2021-01, as presented.  
Motion Carried 5-0

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**Agenda Item: Public Questions**

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- C21-19-26** Moved by Mayor Potoroka, seconded by Councillor Johnson that Council moves to Committee of the Whole for the purposes of hearing public questions.  
Motion Carried 5-0

- C21-19-27** Moved by Mayor Potoroka, seconded by Councillor Johnson that Committee of the Whole revert to an open session of Council to proceed with the agenda.  
Motion Carried 5-0

- C21-19-28** Moved by Mayor Potoroka, seconded by Councillor Johnson that Council meeting C21-19 be extended not to exceed an hour.  
Motion Carried 5-0

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**Agenda Item: In Camera**

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- C21-19-29** Moved by Mayor Potoroka, seconded by Councillor Johnson that Council move into a closed session of Committee of the Whole, as authorized by Section 213(3) of the *Municipal Act*, for the purposes of discussing a legal related matter.  
Motion Carried 5-0

- C21-19-30** Moved by Councillor Shore, seconded by Councillor Johnson that that Committee of the Whole revert to an open session of Council to proceed with the agenda.  
Motion Carried 5-0

- C21-19-31** Moved by Councillor Ayoub, seconded by Councillor Johnson that Council rescind notice of termination of the Goldrush Campground Lease Resolution C20-07-16 and, in the event of any future leasing of Block Q, a fair and transparent leasing process and any relevant policy must be followed.  
Motion Carried 5-0

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**Agenda Item:** Adjourn

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- C21-19-32** Moved by Mayor Potoroka, seconded by Councillor Johnson that Council Meeting C21-19 be adjourned at 10:53 p.m. with the next regular meeting of Council being September 21, 2021.  
Motion Carried 5-0

**THE MINUTES OF COUNCIL MEETING C21-19 WERE APPROVED BY COUNCIL RESOLUTION #C21-20-0 AT COUNCIL MEETING C21-20 OF SEPTEMBER 21, 2021.**

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Wayne Potoroka, Mayor

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Cory Bellmore, CAO



The City of Dawson  
Cheque Run 21-18  
8/27/2021

Cheque Number	Vendor Name	Cheque Amount	Detail	Dept	Description
56811	Transition Industries	\$6,579.90		REC	Trail Maintenance
56812	Yukon Government - Community Ser	\$2,500.00		ADM	Residential School
56813	14129 Yukon Inc	\$5,000.00		PL&D	Reimburse Development Permit
56814	AGF Investments Inc.	\$827.68		ADM	RRSP16-17
56815	Arctic Inland Resources Ltd.	\$609.68	\$109.68	REC	BldgR&M
			\$500.00	REC	PromoSpcEv-Gift Certificate
			\$609.68		
56816	Arctech Circle Welding Services	\$2,415.00		REC	BldgR&M
56817	Assante Financial Management	\$1,360.00		ADM	RRSP16-17
56818	Behman, Miriam	\$2,162.00		REC	Community Grant
56819	BMO Nesbitt Burns	\$850.00		ADM	RRSP16-17
56820	BMO Bank of Montreal	\$1,252.72		ADM	RRSP16-17
56821	Cambrian Credit Union	\$1,174.20		ADM	RRSP16-17
56822	Canadian Freightways TST-CF	\$657.47		PW	Freight
56823	Castellarin, Tarie	\$226.27		REC	Discovery Days
56824	Chief Isaac Incorporated	\$152.25		PW	SafetyLine
56825	CIMCO	\$369.60		REC	BldgR&M
56826	Colliers Project Leaders Inc.	\$813.75		ADM	Bank Restoration - contract
56827	Dawson City General Store	\$162.65	\$17.67	REC	ProgSupplies
			\$38.06	REC	OpSuppPool
			\$106.92	ADM	OffSupplies
			\$162.65		
56828	Dawson City Minor Soccer	\$3,211.27		REC	Soccer Pitch Mtnce
56829	Dawson Hardware Ltd.	\$271.53	\$5.22	PW	NonCapEquip
			\$46.29	REC	Bldg R&M Arena
			\$73.74	REC	SpecEvt-DiscoveryDays
			\$10.38	PW	JaniSupp-Pumphouse
			\$67.96	ADM	OffSupp
			\$4.62	PW	OpSupplies
			\$21.68	REC	OpSupplies
			\$27.00	ADM	NonCapEquip
			\$14.64	ADM	Bldg R&M
			\$271.53		
56830	Grenon Enterprises Ltd.	\$1,197.00	\$173.25	PW	R&M Waste
			\$1,023.75	PW	ContSvs Aug 1-7
			\$1,197.00		
56831	Investors Group Financial Services In	\$1,801.76		ADM	RRSP16-17
56832	Klondike Business Solutions	\$165.83		ADM	KBS 65702 ADM CopyCount
56833	Klondike Development Organization	\$3,881.25		ADM	KDO 2021-05 ADM ProFees
56834	Klondike Printing	\$21.00		ADM	KPrint I-2442 ADM SpecPrint`
56835	Klondike Metallic	\$543.43	\$74.69	PW	PW JaniSuppl
			\$31.17	PW	PW OpSupplie
			\$136.04	PW	PW JaniSuppl
			\$198.39	PW	PW JaniSuppl
			\$83.14	PW	PW JaniSuppl
			\$20.00	PW	PW JaniSupp
			\$543.43		

The City of Dawson  
Cheque Run 21-18  
8/27/2021

Cheque Number	Vendor Name	Cheque Amount	Detail	Dept	Description
56836	Listers Motor Sports	\$656.20		REC	NonCapEquip
56837	Manitoulin Transport	\$4,720.38	\$36.48	ADM	ADM Freight
			\$55.53	REC	REC Freight
			\$579.10	REC	REC Freight
			\$53.72	ADM	ADM Freight
			\$243.06	PW	PW Freight
			\$625.30	PW	PW Freight
			\$873.15	PW	PW Freight
			\$314.25	ADM	ADM Freight
			\$456.31	PW	PW Freight
			\$387.13	ADM	ADM Freight
			\$1,059.73	ADM	ADM Freight
			\$36.62	ADM	ADM Freight
			\$4,720.38		
56838	Mayes Enterprises	\$178.50		REC	BldgR&M Pool
56839	North 60 Petro	\$5,478.85	\$1,055.89	REC	BldgFuel Pool
			\$1,198.73	REC	BldgFuel Pool
			\$1,425.78	REC	BldgFuel Pool
			\$1,798.45	REC	BldgFuel Pool
			\$5,478.85		
56840	Northern Superior Mechanical	\$343.83		PW	HvyEquipR&M
56841	Northwestel Inc.	\$5,525.10		ALL	Phone-July
56842	Northlands Water & Sewer Supplies	\$2,305.52		ADM	BldgR&M
56843	O'Grady, Aubyn	\$200.00		REC	CR#21-225 Instructor
56844	Pacific Northwest Moving	\$201.60		PW	Freight
56845	Public Service Alliance of Canada	\$3,057.70		ADM	UnionDues PP16-17
56846	Raven's Nook	\$704.55	\$378.00	PW	SafetyGear
			\$326.55	PW	SafetyGear
			\$704.55		
56847	A Ray of Sunshine	\$24.62		REC	ProgSupplies
56848	Royal Bank - Whitehorse Branch	\$800.00		ADM	RRSP16-17
56849	Royal Bank of Canada Brampton	\$200.00		ADM	RRSP16-17
56850	Royal Bank of Canada-Fairview	\$1,125.96		ADM	RRSP16-17
56851	Scotia Securities	\$2,000.00		ADM	RRSP16-17
56852	Simplii Financial	\$900.00		ADM	RRSP16-17
56853	Tangerine	\$300.00		ADM	RRSP16-17
56854	Roberts, Meghan	\$282.98		REC	PromoSpEvt
56855	Gwillim, Cheryl	\$40.00		REC	SecDepFobRet
56856	Unbeatable Printing	\$1,765.05		REC	Signage for Trails
56857	WSP Canada Inc	\$708.75		REC	BldgR&M Arena
56858	Yukon Energy Corporation	\$23,669.28	\$3,255.83	PW	Lights JULY
			\$20,413.45	ALL	Main Electrical
			\$23,669.28		

The City of Dawson  
Cheque Run 21-18  
8/27/2021

Cheque Number	Vendor Name	Cheque Amount	Detail	Dept	Description
56859	Yukon Service Supply Co.	\$332.80		ADM	BldgR&M
56860	Air North	\$111.00		PW	Freight
56861	VOID				Misprint
56862	CIBC - Whitehorse	\$950.00		ADM	RRSP16-17
56863	CIBC-Dawson City	\$1,200.36		ADM	RRSP16-17
56864	CIBC-Dawson City	\$912.16		ADM	RRSP16-17
56865	CIBC-Dawson City	\$600.00		ADM	RRSP16-17
56866	CIBC-Dawson City	\$1,105.80		ADM	RRSP16-17

**Electronic Fund Transfers**

Aug 03	Canada Life	\$16,435.13	various	August employee benefits
Aug 03	Roynat Leases	\$387.51	various	Photocopier leases
Aug 06	Payroll	\$140,437.55	ALL	PP#16
Aug 17	Visa	\$9,988.75	various	Per attached
Aug 20	CCSA	\$9,085.52	CABLE	monthly cable charge
Aug 20	Payroll	\$121,919.13	ALL	PP#17
Aug 26	Wells Fargo Lease	\$288.75	ADM	Photocopier lease
Aug 31	Bank charges	\$177.23	ADM	payroll/bank/Visa machine
Aug 31	Refund of Dawson Creek payments	\$241.20	ADM	1 Deposit to City in error

## CIBC AVENTURA VISA TRANSACTIONS

from June 28 to July 27, 2021

PRE-AUTHORIZED PAYMENT AUGUST 17, 2021      \$ 9,988.75

### Card number 4500 xxxx xxxx 8241

25-Jun	Lenovo Canada	ON	1,361.46	ADMIN - Docking Station
29-Jun	YG Land Titles	Whitehorse, YT	6.00	PLANNING - certificate
7-Jul	Red Mammoth	Dawson, YT	64.24	HR - MGR Meeting
13-Jul	Animal Care Equip	CO	132.72	PS - Bylaw Equip
21-Jul	Cheechako's	Dawson, YT	72.58	HR - MGR Meeting
22-Jul	ISCO Canada	Winnipeg, MB	784.89	PW - Equip maintenance

### Card number 4500 xxxx xxxx 9962

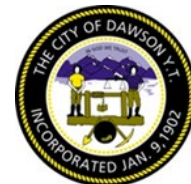
25-Jun	WF Norman	MO	6,326.29	CBC bldg - Corbels
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### Card number 4500 xxxx xxxx 0401

26-Jun	Woobox	WA	46.77	Social media app
28-Jun	Pamco Distributing	Breslau, ON	189.00	REC - Supplies
30-Jun	Facebook	CA	23.03	Advertising
14-Jul	MaintainX		451.23	REC - Software
14-Jul	Wheniwork		28.89	IT - Subscription
14-Jul	Northern Hospital	Whitehorse, YT	162.34	REC - Safety supplies
19-Jul	Roadpost Canada	Ontario	27.15	ADMIN Ad - monthly
19-Jul	TrailForks	Squamish BC	35.99	IT - Subscription
23-Jul	Adobe Photography	San Jose CA	13.64	IT - Subscription
26-Jul	Woobox	WA	47.83	Social Media app

### Card number 4500 xxxx xxxx 6831

22-Jul	SVI	ON	214.70	CBC Bldg - storage
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# Report to Council

☒ For Council Decision ☐ For Council Direction ☐ For Council Information

☐ In Camera

<b>AGENDA ITEM:</b>	Arctic Brotherhood Hall Lease with KVA	
<b>PREPARED BY:</b>	Cory Bellmore, CAO	<b>ATTACHMENTS:</b>  Final Draft Lease. Example of past funding collaboration
<b>DATE:</b>	Sept 17, 2021	
<b>RELEVANT BYLAWS / POLICY / LEGISLATION:</b>		

## RECOMMENDATION

That Council direct administration to enter into a lease with the Klondike Visitors Association to lease the Arctic Brotherhood Hall as per the attached lease.

That Council direct administration to draft a partnership agreement with the Klondike Visitors Association to enable collaboration on future funding opportunities for improvements to the land and premises, separate from this lease.

## ISSUE / PURPOSE

To finalize the lease for the Arctic Brotherhood Hall with the Klondike Visitors Association (KVA).

## BACKGROUND SUMMARY

The City and KVA have been negotiating this lease since it expired on Dec 31, 2018. The lease remains active as extensions have been approved.

KVA had given notice to the City when this lease was expiring that they wished to execute the Option to Purchase clause to buy the building and premises. Ultimately the City refused this request and instead requested to consider a very long-term lease to assist the KVA to meet the needs of their operations and organization.

## ANALYSIS / DISCUSSION

Administration has been negotiating this lease with KVA and recently received a legal review as we are close to finalizing.

Following the last draft review the following has been added (in red):


The City owns and the Society has restored and developed the buildings know as Centennial Hall and Diamond Tooth Gertie's (the "Buildings") and intends to maintain and further improve the Buildings for the benefit of the citizens of the City, and visitors **though partnerships**

Sec 1.1 : alley included in description of leased area

Administration has discussed the requests from KVA on future funding opportunities. It has been determined that this does not belong as part of a lease but rather through the creation of a partnership agreement that allows collaboration on potential funding opportunities for improvements to the land and premises.

This agreement will not have any binding monetary values but explain how our organizations can work together to access potential funding available externally.

An example of a past collaborative funding agreement between the City and KVA is attached

APPROVAL		
NAME:	C Bellmore	SIGNATURE: 
DATE:	September 11, 2021	

(the “Lands”).

1.2 TERM

The term of this Lease shall commence on, 2021 and end on, 2070 (the "Term").

1.3 RENT

Rent for the Term shall be the sum of \$50.00, paid at the time of execution of this Lease.

1.4 ADDITIONAL RENT

The Society shall be required to pay to the City the following as Additional Rent:

- (a) Taxes and Utilities. All real property taxes including local improvement rates and school taxes levied or assessed by any competent authority upon or in respect of the Land and Improvements and any charges for utilities supplied by the City.
- (b) Insurance and Liens. The cost of all insurance premiums or liens paid for by the City in the event that the Society does not pay the premiums of insurance or liens as required by Subsections 6.3 and 2.1.8 hereof.

1.5 CAREFREE LEASE

The Society acknowledges that it is intended that this Lease be a triple net lease for the City and that all and every cost, expense, charge or outlay of any nature whatsoever in any way related to the Lands and Premises or their occupancy by the Society shall be borne by the Society except as otherwise expressly provided herein.

1.6 RENEWAL

The Lease shall be automatically renewed for one further term of 50 years unless the Society gives written notice to the City of its intention not to renew. Renewal of this Lease shall be on the same terms and conditions as contained herein, excluding this automatic renewal, unless both parties otherwise agree in writing.

**2. COVENANTS OF SOCIETY**

2.1 PROMISES OF SOCIETY The Society covenants and agrees with the City as follows:

2.1.1 RENT

The Society shall pay at the execution of this Lease and at any renewal thereof, the sum set out in Subsection 1.3 of this Lease. The Society shall pay Additional Rent, as described in Subsection 1.4(a) of this Lease in accordance with the time specified by the *Assessment and Taxation Act* and any City bylaw. The Society shall pay Additional Rent, as described in Subsection 1.4(b) of this Lease, within 30 days after receipt of a written demand to pay from the City.

2.1.2 UTILITIES



The Society shall pay when due all rates and charges for telephone and other utilities supplied to or used in the Lands and Premises as separately metered or separately invoiced by the supplier, including those utilities supplied by the City.

#### 2.1.3 REPAIR

The Society shall, at its own expense, well and sufficiently repair, maintain and keep the Lands and Premises, with appurtenances and all fixtures, in good and substantial repair, including repairing and maintaining normal wear and tear. The Society shall, within a reasonable time, remedy any deficiencies in repair and maintenance to the Lands and Premises brought to its attention in writing by the City.

#### 2.1.4 TAXES

The Society shall pay when due all business taxes payable by the Society in respect of the Society's occupancy of the Lands and Premises;

#### 2.1.5 ASSIGNMENT AND SUBLEASING

The Society shall not assign, mortgage or encumber this Lease, or sublet, or suffer or permit the Lands and Premises or any part thereof to be used by others by license or otherwise, without the prior written consent of the City, which may be withheld at its discretion, except:

- (a) for debt security granted by the Society to the Yukon Government or the Government of Canada to secure financing for purposes consistent with the objects of the Society; and
- (b) in the event that the Society proposes to assign or sublet this Lease to another society, in which case, the City may not arbitrarily or unreasonably withhold consent. In the event that consent to the assignment or subleasing to another society is withheld by the City, the matter of the City acting reasonably, shall, at the option of the Society, and subject to the provisions of the *Arbitration Act*, be referred to a single arbitrator, if the parties can agree on one. If the parties are unable to agree on the choice of a single arbitrator, the matter shall be referred to a panel of three arbitrators, the first to be appointed by one party to such dispute, the second to be appointed by the other party and the third to be appointed by the first two arbitrators so appointed, and the determination of such arbitrator or arbitrators shall be final and binding upon the parties hereto. The provisions of this Subsection shall be deemed to be a submission to arbitration within the provisions of the *Arbitration Act* except that any limitation on the remuneration of the arbitrators imposed by such legislation shall not be applicable.

If the Society assigns or sublets all, but not less than all, of the Lands and Premises with the prior written consent of the City, the Society shall be relieved from any liability under this Lease provided the assignee or sub-lessee agrees to be bound and responsible to fulfil the covenants and agreements herein contained including liability and indemnity provisions. This Section does not apply to the ability of the Society to enter into security agreements with the Yukon Government or the Government of Canada.

#### 2.1.6 USE OF LANDS AND PREMISES

The Society shall not use the Lands and Premises nor allow the Lands and Premises to be used for any purpose other than as a community event space, theatre and gambling hall, or such other uses as are approved in writing in advance by the City.

#### 2.1.6 CONDITION OF LEASE

The parties agree that it is a condition to the continued validity and enforceability of this Lease that the lessee under this Lease is a Society incorporated and existing under the *Societies Act*.

#### 2.1.7 INSURANCE RISK

The Society shall not do or permit to be done any act or thing that may render void or voidable or conflict with the requirements of any policy of insurance. The Society shall exercise best efforts to ensure that all activities carried out or conducted on the Lands and Premises are done in accordance with the provisions of any policy of insurance that is in force, so that the Society and the City have the benefit of such insurance. Any activity which cannot be insured for or which is specifically exempted from coverage under any policy of insurance that is in force shall not be permitted by the Society.

#### 2.1.8 BUILDERS' LIENS

The Society shall promptly pay all charges incurred by the Society for any work, materials or services that may be done, supplied or performed in respect of the Premises and shall not cause or permit any builder's lien to be registered against the Land and, if any such lien should be so registered, the Society shall promptly cause such lien to be discharged. If the Society fails or neglects to do so within 30 days after written notice thereof from the City, the City may pay and discharge such lien and forthwith after receiving demand in writing, the Society shall pay to the City the amount so paid including all costs to the City together with interest thereon from the date of payment. Provided that, in the event of a dispute by the Society of the validity or correctness of any such claim of lien, the Society shall be entitled to defend against the claim and any proceedings brought in respect thereof after having first paid into court such amount and such costs as the court may direct or having provided such other security as the City may in writing approve to ensure payment thereof.

Provided further that upon determination of the validity of any such lien, the Society shall immediately pay any judgment in respect thereof against the City, including all proper costs and charges incurred by the City and the Society in connection with any such lien and shall cause a discharge thereof to be registered without cost or expense to the City.

#### 2.1.9 FIXTURES

All alterations, additions, improvements, buildings and fixtures to, in or upon the Lands and Premises shall become the property of the City and shall remain on the Lands and Premises upon the expiration of this Lease subject to such exceptions that the City may consent to in writing, acting reasonably. The Tenant may, at the expiration of the Lease, remove its trade fixtures, machinery, plant and equipment provided it repairs any damage to the Premises caused by such removal.

#### 2.1.10 INSPECTION

The Society shall permit the City or any other person authorized by the City to inspect the Lands, Premises, equipment and fixtures at all reasonable times.

#### **2.1.11 VACANT POSSESSION**

The Society shall at the expiration or earlier termination of this Lease, peaceably surrender and deliver up vacant possession of the Lands, Premises, equipment and fixtures, subject to Subsection 2.1.9 in the condition required herein and deliver to the City all keys, operations manuals, logs and documents as are reasonably requested which relate to the Lands, Premises, equipment and fixtures.

#### **2.1.12 OPERATION OF THE GAMBLING HALL AND THEATRE**

The Society acknowledges that its continued operation of the theatre and gambling hall is of the utmost importance to the City and the citizens of Dawson. The Society shall use commercially reasonable efforts to keep the theatre and gambling hall open to the public on a regular basis, except where there is an event of “*force majeure*”. Nothing in this Section shall be interpreted to permit interference with the right of the Society to close its operations for maintenance, renovation, repair or other activities which are meant to enhance its services to the public.

### **3. COVENANTS OF CITY**

3.1 The City covenants with the Society as follows:

#### **3.1.1 QUIET ENJOYMENT**

The Society, paying the rent hereby reserved and performing the covenants herein on its part contained, shall and may peaceably possess and enjoy the Lands and Premises for the term of this Lease or any renewal thereof without interruption or disturbance from the City or any other person lawfully claiming by, from or under the City.

No alterations, additions, improvements, buildings and fixtures to, in or upon the Lands and Premises and the Buildings will be made by the City during the terms of this Lease without prior written approval from the Society, acting reasonably.

#### **3.1.2 NO ALIENATION NOR ENCUMBRANCES**

The City shall not in any manner dispose of, nor encumber, nor permit to be encumbered its interest in the Lands without the prior written approval of the Society. If the City’s interest in the Lands becomes a subject to a charge and no written approval of the charge is given by the Society, the City shall promptly take such steps as may be necessary to cause such charge to be removed.

### **4. RIGHTS AND REMEDIES OF THE CITY**

#### **4.1 SOCIETY TO OPERATE GAMBLING HALL AND THEATRE**

In the event the Society is dissolved, wound up or struck from the Corporate Registry, fails to maintain its status as a registered Society, or is in default of filing returns or notices, including its annual return and financial statements for a period in excess of one year, is otherwise no longer a not for profit corporation or organization, or fails to operate the gambling hall and theatre as contemplated by Subsection 2.1.12, the City shall have the right to terminate this Lease 180 days after giving the Society written notice to that effect provided that the City will provide the Society with opportunity to correct the default within the 180 days. However, if the Society remedies, or commences rectification to the satisfaction of the City, of the default as set forth in the written notice within 180 days, the City shall revoke the notice of termination and shall send to the Society written notice of such revocation.

#### 4.2 BANKRUPTCY

If the term hereof or any renewal thereof shall at any time be seized or taken in execution or attachment by any creditor of the Society or if the Society shall make any assignment for the benefit of creditors or shall become bankrupt or shall take the benefit of any bankruptcy or insolvency legislation, the term hereof or any renewal thereof shall immediately become forfeited and void. Neither this Lease nor any interest therein nor any estate hereby created shall pass to or enure to the benefit of any trustee in bankruptcy or any receiver of any assignee for the benefit of creditors or otherwise by operation of law.

#### 4.4 CANCELLATION OF INSURANCE

Notwithstanding any other provisions of this Lease, in the event of cancellation or termination of liability insurance, the Society shall immediately prohibit access to Lands by the public and shall suspend operations until the insurance has been reinstated or other liability coverage obtained.

#### 4.5 DAMAGE TO BUILDING

Should the Premises or any part of parts thereof shall be destroyed or so badly damaged by any reason that in the opinion of the City the building cannot be substantially repaired within twelve (12) months, the City may terminate this Agreement by giving 180 days written notice of the termination date to the Society.

#### 4.6 DEFAULT OR BREACH OF LEASE

In the event of default or breach or nonperformance of any of the covenants or agreements in this Lease by the Society other than those contemplated under Subsection 4.1, and such default continues for 60 days after written notice thereof to the Society, then it shall be lawful for the City at any time thereafter without notice to re-enter and repossess the Premises, anything herein contained to the contrary notwithstanding. Upon the City becoming entitled to re-enter upon the Premises, the City shall have the right in addition to all other rights, to determine forthwith this Lease by giving notice in writing to the Society and thereupon rent shall be apportioned and paid to the date of such determination and the Society shall forthwith deliver up possession of the Premises and the City may re-enter and take possession of the same. However, if the Society remedies, or commences rectification to the satisfaction of the City, of the default as set forth in the written notice within 60 days, the City shall send to the Society written notice of such revocation

## **5. WAIVER AND INDEMNIFICATION**

### **5.1 NON-WAIVER BY THE CITY**

The waiver by the City of any breach by the Society of any covenant or condition contained in this Lease shall not be construed as or constitute a waiver of any further or other breach of the same or any other covenant or condition, and the consent or approval of the City to or of any act by the Society requiring the City's consent or approval shall not be deemed to waive or render unnecessary the City's consent or approval to any subsequent act, similar or otherwise, by the Society.

### **5.2 NON-WAIVER BY THE SOCIETY**

The waiver of the Society of any breach of the City of any covenant or condition contained in this Lease shall not be construed as or constitute a waiver of any further or other breach of the same or any other covenant or condition, and the consent or approval of the Society to or of any act by the City requiring the Society's consent or approval shall be deemed to waive or render unnecessary the Society's consent or approval to any subsequent act, similar or otherwise by the City.

### **5.3 INDEMNITY TO THE CITY**

Except for or in respect of events caused or contributed to by the City's actions, or those for whom it is at law responsible, the Society shall indemnify the City and all of its, agents, employees, contractors, invitees and persons for whom the City is in law responsible and shall hold them and each of them harmless from and against any and all liabilities, claims, damages, losses, expenses and disbursements, arising out of the use and occupation of the Lands and Premises by the Society, including wilful misconduct or negligence during the Term, due to, arising from or to the extent contributed to by:

- (a) any breach of the Society of any of the provisions of this Lease;
- (b) any act or omission of the Society of any of its, agents, employees, invitees, licensees, sub-Societies, concessionaires, contractors or persons for whom the Society is in law responsible on the Premises;
- (c) any injury, death or damage to persons or property of the Society or its, agents, employees, customers, invitees, contractors or any other persons on the Premises by or with the invitation, license or consent of the Society; and
- (d) any damage, destruction or need of repair to any part of the Premises caused by any act or omission of the Society or its agents, employees, customers, invitees, contractors or persons for whom the Society is in law responsible, notwithstanding any other provisions of this Lease;

and this Indemnity shall survive the expiration or earlier termination of this Lease. In the event that the City incurs liabilities, claims, damages, losses and expenses which are not paid by the Society or acknowledged by the insurer of the Society, within one year of written demand being made by the City for indemnity pursuant to the provisions herein, this Lease may be terminated at the option of the City.

#### 5.4 INDEMNITY TO THE SOCIETY

Except for or in respect of events caused or contributed to by the Society's actions, or those for whom it is at law responsible as described in Subsection 5.3, the City shall indemnify the Society and all of its agents, employees, contractors, customers, invitees and persons for whom the Society is in law responsible and shall hold them and each of them harmless from and against any and all liabilities, claims, damages, losses, expenses and disbursements, arising out of the City's obligations under this Lease, including wilful misconduct or negligence during the Term, due to, arising from or to the extent contributed to by:

- (a) any breach by the City of any of the provisions of this Lease;
- (b) any act or omission of the City or any of its agents, employees, contractors or persons for whom the City is in law responsible on the Premises; and
- (c) any injury, death or damage to persons or property of the City or its agents, employees, contractors or any other persons on the Premises by or with the invitation or consent of the City, except in instances where or when by reason of the Society being in breach the City enters to rectify the breach except for any latent or patent defect in the Lands and Premises, and this Indemnity shall survive the expiration or earlier termination of this Lease.

#### 5.5 CITY UNABLE TO PERFORM

Whenever and to the extent that the City shall be unable to fulfil or shall be reasonably delayed or restricted in the fulfilment of any obligation hereunder in respect of the supply or provision of any service or utility or the doing of any work by reason of being unable to obtain the material goods, equipment, service, utility or labour required to enable it to fulfil such obligation or by reason of any strike or lockout or any statute, law or order in council or any regulation or order passed or made pursuant thereto or by reason of the order or direction of any administration, controller or board or any governmental department or officer or other authority or by reason of any cause beyond its control either of the foregoing character or not, the City shall be relieved from the fulfilment of such obligation and the Society shall not be entitled to compensation for any loss, inconvenience, nuisance or discomfort thereby occasioned.

### 6. INSURANCE

#### 6.1 LIABILITY INSURANCE

The Society shall provide and maintain in such form and to such extent as the City may reasonably require, public liability insurance for the protection against any claims in any way relating to the Premises, in which public liability insurance both the City and the Society shall be designated as the insured, which policy shall provide that the same cannot be cancelled without at least 15 days prior written notice to the City, and the Society shall deposit with the City a certificate of such insurance at or prior to the commencement of the term.

## 6.2 DETAILS OF INSURANCE

Without limiting the generality of Subsection 6.1, the Society shall maintain in full force and effect the following insurance coverage:

- (a) contractual liability, including this Lease;
- (b) comprehensive general liability;
- (c) independent contractors, as applicable;
- (d) broad form property damage;
- (e) non-owned automobiles;
- (f) employees as additional insureds; and
- (g) cross liability.

## 6.3 CITY'S RIGHTS

Should the Society at any time fail to take out, keep in force or pay the premiums of any insurance required by this Lease, or if the Society fails from time to time upon the written request of the City to deliver to the City satisfactory proof of good standing of any such insurance or the payment of premiums thereon as required by this Lease and as set out in a notice received by the Society from the City, then in any such event the City shall, without prejudice to any of its other rights and remedies under this Lease, have the right but not the obligation to immediately suspend and stop the operation of the gambling hall and theatre until such time as the insurance has been effected as required by this Lease, or in the alternative, to take out and effect such insurance on behalf of the Society, and the cost thereof, together with all reasonable expenses incurred by the City, shall be paid as Additional Rent by the Society to the City with a reasonable time after receipt of a written demand from the City.

## 7. GENERAL PROVISIONS

### 7.1 SUBORDINATION

This Lease is subject and subordinate to all easements or rights of way which now or hereafter during the term of this Lease or any renewal thereof shall be recorded in the Land Titles Office as an easement or right of way given by the City against the Land.

### 7.2 NO AGENCY OR PARTNERSHIP

Nothing herein contained shall be construed as creating the relationship of principal and agent or of partners or of joint venturers between the parties hereto, their only relationship being that of landlord and tenant.

### 7.3 EFFECT OF HEADINGS

The headings or subheadings to the clauses in this Lease form no part thereof, and are inserted for convenience and internal reference only and are not to be relied upon or considered by any person in the interpretation hereof.

#### 7.4 NOTICES

Any notice required to be given hereunder by any party shall be deemed to have been well and sufficiently given if mailed by prepaid, registered mail, faxed to or delivered at the address of the other party hereinafter set forth:

If to the City:

City of Dawson  
1336 Front Street

Box 308  
Dawson, YT  
Y0B 1G0  
Email: [cao@cityofdawson.ca](mailto:cao@cityofdawson.ca)  
Attention: Chief Administrative Officer

If to the Society:

Klondike Visitors Association  
Box 389  
Dawson City, YT  
Y0B 1G0

Attention: President

Email: [kva@dawson.net](mailto:kva@dawson.net)

or to such other address or email address as a party may from time to time direct in writing.

**[Please provide contact information]**

A notice shall be deemed to have been received if delivered, on the date of delivery, and if mailed as aforesaid, then on the fifth business day following the posting thereof, provided that in the event of disruption of postal services a notice shall be given by e-mail.

#### 7.5 BINDING AGREEMENT

This Lease shall be binding upon and ensure to the benefit of the parties hereto and their respective successors and permitted assigns as the case may be.



7.6 INTERPRETATION OF WORDS

Wherever the singular or the masculine is used in this Lease, the same shall be deemed to include the plural or the feminine or the body politic or corporate where the context or the parties so require.

7.7 TIME OF ESSENCE

Time shall be of the essence of this Lease.

7.8 CHANGES TO AGREEMENT

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

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day, month and year first above written.

CITY OF DAWSON	)
By:	)
	)
	)
_____	)
Authorized Signatory	)
	)
	)
_____	)
Authorized Signatory	)
	)
	)
	)
	)
KLONDIKE VISITORS ASSOCIATION	)
By:	)
	)
	)
	)
_____	)
Authorized Signatory	)
	)
	)
	)
_____	)
Authorized Signatory	)

***LAND TITLES ACT (YUKON)***

**CERTIFICATE OF ACKNOWLEDGEMENT BY OFFICER OF CORPORATION  
OR AFFIDAVIT OF EXECUTION NEEDED FOR EACH OF THE CITY AND THE  
SOCIETY DEPENDING UPON WHETHER OR NOT A CORPORATE SEAL WILL  
BE USED TO EXECUTE THE LEASE**



City of Dawson  
Recreation Department  
CanNor Joint Funding Payout Agreement

This Agreement made effective as of this 13<sup>th</sup> day of May, 2016.

BETWEEN:

**City of Dawson**  
(Hereinafter called the "City")

ON THE FIRST PART  
AND:

**Klondike Visitor Association**  
(Hereinafter called "KVA")

ON THE SECOND PART  
WHEREAS:

1. The **City** has been approved by the Canadian Northern Economic Development Agency (CanNor) for funding under the Canada 150 - Community Infrastructure Program in the amount of \$93,386.00, where:
  - a. **KVA** shall receive \$38,000 (thirty-eight thousand) of funding, the City shall receive \$54,886 (fifty-four thousand, eight hundred and eighty-six) of funding; and
  - b. The City shall receive payment from Government of Canada, and shall transfer funds to KVA upon receipt of invoices and reporting requirements.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and agreement contained herein, and for the good and valuable consideration, the parties hereto covenant and agree as follows:

Section 1. Term

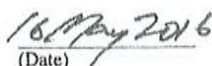
- a) The agreement shall stand for a term commencing on:  
**May 10, 2016**
- b) And terminating on:  
**December 31, 2016**
- c) Section 1 (a) (b) is subject to all other provision of this Agreement.

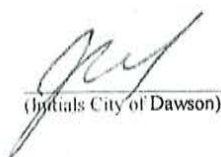
Section 2. Duties of Agreement

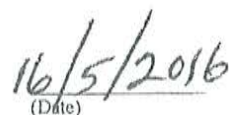
The Canada 150 - Community Infrastructure Program agreement through CanNor shall supersede this agreement in the event of discrepancy.

- a) **Klondike Visitor Association** shall
  - a. submit interim financial report with proof of expenditure by June 24, 2016;

  
(Initials KVA)

  
(Date) 16 May 2016

  
(Initials City of Dawson)

  
(Date) 16/5/2016

(Date)

## City of Dawson - Gertie's and Minto Park Upgrades

### REVENUE

KVA	\$14,000.00
City of Dawson	<u>\$19,628.00</u>
<b>TOTAL</b>	<b>\$33,628.00</b>

### EXPENDITURES

<u>KVA - Gerties</u>	<u>Total Cost</u>	<u>CanNor</u>	<u>COD</u>	<u>KVA</u>
* Replace Stage Curtains and Sash	\$20,000.00	\$15,000.00		\$5,000.00
* Sound and Light Package	\$12,000.00	\$8,000.00		\$4,000.00
* Exterior Painting	<u>\$20,000.00</u>	<u>\$15,000.00</u>		<u>\$5,000.00</u>
<b>TOTAL</b>	<b>\$52,000.00</b>	<b>\$38,000.00</b>		<b>\$14,000.00</b>

### Minto Park Ball Diamond

* Site Excavation	\$14,375.00		\$14,375.00
* New drain Rock, Sand & Clay	\$28,170.00	\$28,170.00	
* New Primary Substrate Materials	\$16,705.00	\$16,705.00	
* Installation of New Materials	\$4,890.00	\$4,890.00	
* Soil Conditioners and Shipping	<u>\$10,374.00</u>	<u>\$5,121.00</u>	<u>\$5,253.00</u>
<b>TOTAL</b>	<b>\$74,514.00</b>	<b>\$54,886.00</b>	<b>\$19,628.00</b>

### Other

Canada 150 Recognition Signs	\$500.00	\$500.00
* Audit	\$0.00	\$0.00
** Project Management	<u>\$0.00</u>	<u>\$0.00</u>
	<b>\$500.00</b>	<b>\$500.00</b>

Total Expenditures				
<b>PROJECT TOTAL</b>	<b>\$127,014.00</b>	<b>\$93,386.00</b>	<b>\$19,628.00</b>	<b>\$14,000.00</b>

Expenditures	\$127,014.00
Revenue	<u>(\$33,628.00)</u>
<b>Total CanNor Request</b>	<b>\$93,386.00</b>



# Information Report



☒ For Council Decision   ☐ For Council Direction   ☐ For Council Information

☐ In Camera

<b>AGENDA ITEM:</b>	Lot 9 and 9-1 Block C Ladue Estate	
<b>PREPARED BY:</b>	Stephanie Pawluk, CDO & Stephani McPhee, Planning Assistant	<b>ATTACHMENTS:</b>  1. Application & Supporting Documentation
<b>DATE:</b>	September 15, 2021	
<b>RELEVANT BYLAWS / POLICY / LEGISLATION:</b> Municipal Act Subdivision Bylaw Official Community Plan Zoning Bylaw		

## RECOMMENDATION

It is respectfully recommended that Council grant a 12 month extension of the subdivision authority to subdivide Lots 9 and 9-1 Block C Ladue Estate, as per the approved Subdivision Application #20-085, subject to the following conditions:

- 1.1. The applicant submit a Stormwater Management Plan to the satisfaction of the CDO and Public Works Superintendent.
- 1.2. The applicant submit an access plan to the satisfaction of the CDO and Public Works Manager.
- 1.3. The applicant submits a plan of subdivision completed by a certified lands surveyor drawn in conformity with the approval.
- 1.4. The applicant shall, on approval of the subdivision plan by the City of Dawson, take all necessary steps to enable the registrar under the Land Titles Act to register the plan of subdivision.

## ISSUE / PURPOSE

Subdivision Application 20-085 was received 31<sup>st</sup> July 2020; the applicant received approval to subdivide and reconfigure two city-owned lots into three lots. The application was approved on November 19, 2020, following a successful public hearing that took place on 21<sup>st</sup> October, 2020. The applicant for this subdivision is the City of Dawson, and the intention is to eventually release and sell the newly created Lot B via lottery. The current lot configuration can be seen in Figure 1, the proposed in Figure 2). Lot 9 contains the KVA building (1102 Front Street) as well as the new Pump House (also 1102 Front Street), and 9-1 is currently empty following demolition of old Pump House in September 2020.

The applicant requested an extension of approval on September 8<sup>th</sup>, 2021.



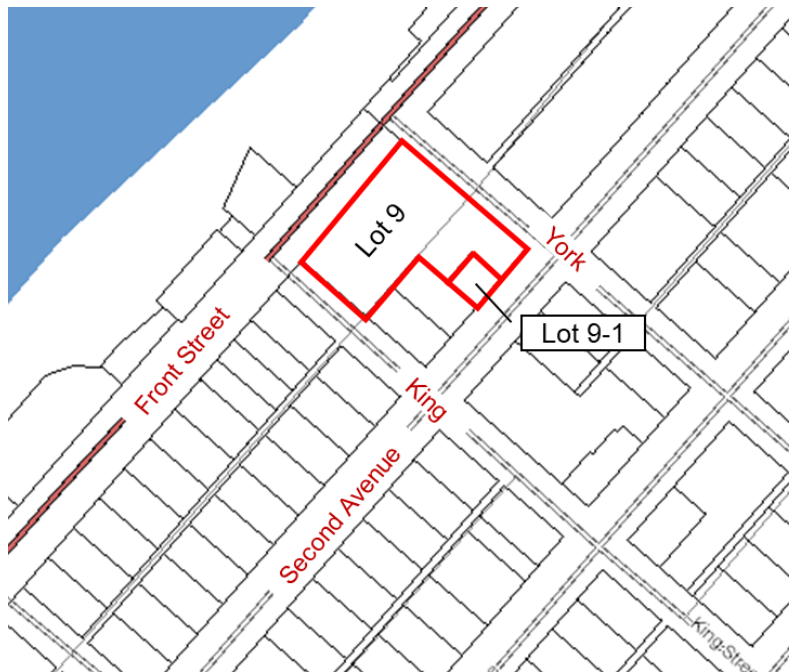


Figure 1 Context map showing location of lots under consideration

## ANALYSIS / DISCUSSION

### Subdivision Bylaw

Subdivision Control Bylaw s. 3.01 states that every subdivision of land must be made in accordance with the Municipal Act, the Official Community Plan, the Zoning Bylaw, and the Subdivision Control Bylaw. The Analysis/Discussion section of this report is intended to discuss the proposal's conformity with the provisions outlined in the relevant legislation, policies, and plans.

### Municipal Act

The Municipal Act s. 314 details the requirements for any proposed plan of subdivision to have direct access to the highway to the satisfaction of the approving authority. Access to Lot A will be via Front Street and access to Lot B and Lot C will be via Second Avenue. There is no rear laneway.

Please note that as per the Municipal Act Chapter 154 S. 322(3), *"the period of time for which the plan of subdivision approval is effective and within which the plan of subdivision must be submitted to the land titles office must not exceed 12 months from the date of approval of the application unless the applicant and the approving authority agree to a further 12 month period"*.

The Municipal Act Chapter S. 319(2) states *"Approval of an application shall be valid for a period of 12 months and may be subject to renewal for one more period of 12 months at the discretion of the approving authority"*.





created Lot C and public utilities are permitted in all city zones (S8.7). Lot 9-1 was the site of the old lift station and eventually will become part of the newly created Lot B which will be a standard 100ft x 50ft commercial lot. The future usage has not been determined as this will depend on the buyer's intentions.


### Heritage Bylaw

The property is in the Downtown Heritage Management area and any new development will need to be approved by the Heritage Advisory Committee.

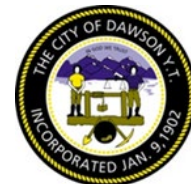
#### OPTIONS

1. It is respectfully recommended that Council grant a 12 month extension of the subdivision authority to subdivide Lots 9 and 9-1 Block C Ladue Estate, as per the approved Subdivision Application #20-085, subject to the following conditions:
  - 1.1. The applicant submit a Stormwater Management Plan to the satisfaction of the CDO and Public Works Superintendent.
  - 1.2. The applicant submit an access plan to the satisfaction of the CDO and Public Works Manager.
  - 1.3. The applicant submits a plan of subdivision completed by a certified lands surveyor drawn in conformity with the approval.
  - 1.4. The applicant shall, on approval of the subdivision plan by the City of Dawson, take all necessary steps to enable the registrar under the Land Titles Act to register the plan of subdivision.
2. Council does not grant extension authority to subdivide Lots 9 and 9-1 Block C Ladue Estate Application 20-085.

#### APPROVAL

<b>NAME:</b>	Cory Bellmore	<b>SIGNATURE:</b> 
<b>DATE:</b>	2021-09-16	

# Report to Council



☒ For Council Decision ☐ For Council Direction ☐ For Council Information

☐ In Camera

<b>AGENDA ITEM:</b>	AMFRC Concession Services Lease Agreement	
<b>PREPARED BY:</b>	Paul Robitaille, Parks and Recreation Manager	<b>ATTACHMENTS:</b>
<b>DATE:</b>	September 17, 2021	
<b>RELEVANT BYLAWS / POLICY / LEGISLATION:</b>	<ul style="list-style-type: none"><li>- Procurement Policy #14-02</li><li>- Property Lease Policy 2017-05</li></ul>	

## RECOMMENDATION

That Council direct administration to enter into a lease agreement with 536167 Yukon Inc. (Klondike Kate's/Grumpy Schnitzel) for the provision of Concession Services at the Art & Margaret Fry Recreation Centre for a monthly lease rate of \$850/month

## ISSUE / PURPOSE

To enter into an agreement for the seasonal operation of the concession at the Art & Margaret Fry Recreation Centre (AMFRC) for a term commencing October 15, 2021 and expiring March 31, 2024. Concession services shall be available between October 15 and March 31 with minimum operating hours as follows:

Monday-Friday 11:00am-2pm.  
Monday-Friday 4:00 p.m.-10:00p.m.  
Saturday 9:30 a.m.-8:00 p.m.

## BACKGROUND SUMMARY

The *Property Lease Policy* regulates the leasing of City of Dawson property and facilities for public use for periods in excess of 14 days.

A request for proposals was issued for the operation of seasonal concession services at the AMFRC. Two tender packages were picked up and one compliant bid was received by tender close. The evaluation criteria for proposals were:

Item of Work	Scoring Amount
Monthly Rental Fee	75%
Healthy Menu Options	10%
Menu Variety	10%
Information on completed Bid Forms & within proposal	5%
<b>Total</b>	<b>100%</b>

## ANALYSIS / DISCUSSION

536167 Yukon Inc. was the only compliant proposal in the evaluation review, and their bid submission met the minimum bid requirement of \$850/month plus propane costs. Administration recommends the City of Dawson enter into an agreement with 536167 Yukon Inc. for the provision of concession services at the Art & Margaret Fry Recreation Centre.

### APPROVAL

**NAME:** Cory Bellmore, CAO

**SIGNATURE:**

**DATE:** 2021-09-17



# Report to Council



☒ For Council Decision ☐ For Council Direction ☒ For Council Information

<b>SUBJECT:</b>	Heritage Advisory Committee Appointments	
<b>PREPARED BY:</b>	Stephanie Pawluk, CDO	<b>ATTACHMENTS:</b> <ul style="list-style-type: none"><li>• Nomination letter</li><li>• Public notice</li></ul>
<b>DATE:</b>	September 8, 2021	
<b>RELEVANT BYLAWS / POLICY / LEGISLATION:</b>	<ul style="list-style-type: none"><li>• Heritage Bylaw 2019-04</li></ul>	

## RECOMMENDATION

It is respectfully recommended Council appoint Eve Dewald, Angharad Wenz, and Jim Williams to the Heritage Advisory Committee with terms ending September 30, 2023.

## ISSUE

To reappoint three voting Heritage Advisory Committee members to maintain a full committee of five voting members.

## BACKGROUND SUMMARY

These three members are currently serving on the HAC and their terms end September 30<sup>th</sup>, 2021. These proposed reappointments were discussed at HAC meetings #21-014 on August 19<sup>th</sup>, 2021 and #21-015 on September 2<sup>nd</sup>, 2021. Committee members showed support for these appointments.

Additionally, the open positions have been advertised for over two weeks via regular posting processes including on the City website, posters, and the Klondike Sun. The deadline for submissions (September 3<sup>rd</sup>, 2021) has passed and no additional nominations have been received.

## ANALYSIS / DISCUSSION

The Heritage Advisory Committee serves at the pleasure of Council, as per the terms laid out in the Heritage Bylaw #2019-04. Section 4.01 of the Bylaw requires that Council appoint by resolution no less than three and no more than 5 members to the Committee. Section 4.02 states: "Terms for voting members shall be of a two-year period and shall be staggered so that the terms of members end in alternate years. Appointments shall be to terms concluding on September 30<sup>th</sup> of any given year. Members may be reappointed to succeeding terms."

A quorum of three members is required to pass resolutions that serve as recommendations to the Community Development and Planning Officer and Council. As such, it is important to have a full Committee of five members for the purpose of maintaining quorum.

If the appointment in this request is approved, the Committee will consist of the following members:

Angharad Wenz – appointed September 21<sup>st</sup> 2021 to September 30<sup>th</sup> 2023

Eve Dewald – appointed September 21<sup>st</sup> 2021 to September 30<sup>th</sup> 2023

Jim Williams -appointed September 21<sup>st</sup> 2021 to September 30<sup>th</sup> 2023

Megan Gamble – appointed October 30<sup>th</sup> 2019 to September 30<sup>th</sup> 2022

Patrik Pikálek – appointed October 9<sup>th</sup> 2018 to September 30<sup>th</sup> 2022

Jim Williams reapplied via email on August 24<sup>th</sup>, 2021 with the following message:


*"I would like to reapply to sit on the Dawson City HAC . I have a lot of experience in both historic construction and design*

*I also have a keen interest in Dawson's future as a livable historic town.*

*Thanks*

*Jim Williams"*

Eve Dewald indicated her intent to reapply via email on September 4<sup>th</sup>, 2021. Angharad Wenz's nomination letter is attached.

APPROVAL		
NAME:	Cory Bellmore, CAO	SIGNATURE: 
DATE:	2021-09-16	

September 3, 2021

CDO, City of Dawson  
PO Box 308  
City of Dawson, YT  
Y0B 1G0

Dear Stephanie,

I am writing to express my interest in continuing my membership on the Heritage Advisory Committee for another two year term beyond September 2021.

Having served on the Committee since 2015, I have accrued years of experience that I feel are an asset to the Committee's current function. Throughout this tenure, I have shown commitment to the role and its responsibilities of Committee member, with vocal participation and few absences.

My continued employment at the Dawson City Museum also makes me an invested and fitting candidate for membership. I have a particular knowledge of this community's history and access to a number of useful historical resources. Most importantly, I want to preserve Dawson's tangible heritage in any way possible.

I truly believe that Dawson's unique history and built heritage has contributed directly to our community's current vibrancy. As such, I am a keen advocate of our historic streetscape and want to help maintain the 'look and feel' of the Dawson City that I (and many others) love.

Thank you for your consideration; please don't hesitate to contact me with any questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'Angharad Wenz', with a long, sweeping horizontal line extending to the right.

Angharad Wenz  
agswenz@yahoo.ca (647-654-7598)



# City of Dawson

## PUBLIC NOTIFICATION – Heritage Advisory Committee

### **The City of Dawson is soliciting 3 volunteers to sit on its Heritage Advisory Committee.**

The Heritage Advisory Committee (HAC) is a council appointed citizen committee. Terms for voting members are a two-year period. The three positions available will run from October 1<sup>st</sup>, 2021 to September 30<sup>th</sup>, 2023.

#### **The HAC:**

- considers and makes recommendations to the Development Officer regarding:
  - heritage aspects of development permit applications in the historic townsite,
  - historic resource permit applications, and
  - nominations for the designation of a Municipal Historic Site based on publicly available evaluation criteria.
- provides a list of proposed heritage-related projects once per fiscal year for consideration in the Council annual operating budget process, and
- provides feedback and input to the Development Officer to assist with the development and maintenance of a development & heritage guide to provide a consistent framework for decision making.

**HAC Meetings:** Regular HAC meetings are held on the 1st & 3rd Wednesday of each month in Council Chambers. Meetings are open to the public and have a standard start time of 7:00 PM.

The HAC also sits on the Board of Variance. The Board of Variance hears and decides upon applications for variances before the board in accordance with the provisions of the *Yukon Municipal Act*. Within 30 days of receipt of an application, the Board of Variance shall approve, refuse, or approve with conditions an application that, in the board's opinion, meets the four tests as outlined in the *Zoning Bylaw*, and preserve the purposes and intent of the *Dawson City Heritage Management Plan*.

**Board of Variance Meetings:** Board of Variance meetings are held as required and depending on when applications are received.

**Written self-nominations**, briefly outlining the applicant's statement of intent and relevant experience, may be emailed to [cdo@cityofdawson.ca](mailto:cdo@cityofdawson.ca), physically delivered to City Hall at 1336 Front St., or may be addressed to:

CDO, City of Dawson  
PO Box 308  
City of Dawson, YT  
Y0B 1G0

Nominations must be received by **Friday September 3<sup>rd</sup>, 2021 at 5:00pm.**

If you have any questions or require any further clarification concerning HAC membership, please contact Stephanie Pawluk, the City of Dawson's Community Development & Planning Officer by email at [cdo@cityofdawson.ca](mailto:cdo@cityofdawson.ca), or by phone at 867-993-7400 – extension 414.

# Report to Council



☒ For Council Decision ☐ For Council Direction ☐ For Council Information

☐ In Camera

<b>AGENDA ITEM:</b>	Human Resource and Capacity	
<b>PREPARED BY:</b>	Cory Bellmore, CAO	<b>ATTACHMENTS:</b> <ul style="list-style-type: none"><li></li></ul>
<b>DATE:</b>	2021-09-16	
<b>RELEVANT BYLAWS / POLICY / LEGISLATION:</b>		

## RECOMMENDATION

That Council approve a budget amendment as follows:

Move from: Planning: Professional Fees : \$50000  
To Wages \$ 40,000  
To Benefits\$ 10,000

## ISSUE / PURPOSE

There has been an accumulating issue with staff turnover and exhaustion in trying to maintain the level of expectation of priority items, new and ongoing projects as well as daily operational tasks. Administration believes it is time to grow staff to increase capacity to assist with these concerns.

## BACKGROUND SUMMARY

### Communications/Policy:

Administration requested and was approved in the 2021 budget a Communications position. Committee of the whole requested further information from administration on what areas we felt this position would help with. These are as follows:

- Public relations: general (consistent across departments) communications with the public, including online communications and website management
- Policy analysis and development with the management team
- Coordination of IT support and communication with our IT service providers

This position will be an excluded position due to the nature of and access to information.

### Planning:

We are also requesting a budget amendment to increase capacity in the Planning area. This department in the municipality has not grown consistently with expectations on the duties for these staff. Land Development has been a high priority for the City of Dawson for some time but we have not adequately staffed the positions to reflect this priority. The current workload for these staff members is unsustainable and has caused turnover which in turn completely delays work in both daily operations as well as planning exercises.



## ANALYSIS / DISCUSSION

### Communications:

A complaint we have heard often about the City from the public is the lack of communications. This is not because there has been no desire to properly communicate but it is from a lack of capacity to ensure we are doing this properly and consistently. Communications efforts have increased, and we have seen positive feedback on this but this has been individual/department based and is not consistent across the organization.

There is a strong desire to update and ensure policy and bylaws are relevant and achievable. The management team has not been able to execute this work consistently based on capacity of daily demands and projects. Assistance with coordination and drafting of policy and bylaw will assist the City in responding to the resident demands as well as ensure we are relevant and meeting the goals of Council.

There has been a considerable amount of time spent coordinating the IT services from management positions. This adds to the reduced time to complete other work and ultimately increased accruals. There is not currently a "home" for IT and it defaulted to the Finance department in absence of this.

This position was approved in the 2021 budget and will continue to be budgeted for on an ongoing basis.

### Planning:

There is sufficient money allocated in the budget for assistance to planning through professional development. This was unusable as there is not the time or capacity to create scopes of work and manage contractors for individual projects. Planning is understaffed which has resulted in build ups of accruals for staff as there is either no time available to take off due to added priorities or there is excessive work upon return from leave because of no adequate coverage. It is also clear that there is simply too much work for the Planning team to execute and that this work has only increased over time, and that it is time to grow this team into a proper department with a management lead. This will require a bylaw amendment to the Management Bylaw to add the position, Development and Planning Manager.

As the organization has grown over the years, the Management Team has remained the same and it is important to ensure the growth happens in a consistent manner across the organization.

This position will be budgeted for by shifting money allocated to hire external consultants to wages and benefits.

### APPROVAL

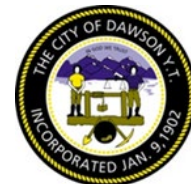
**NAME:** C Bellmore

**SIGNATURE:**

**DATE:** Sept 17, 2021



# Report to Council



☐ For Council Decision    ☒ For Council Direction    ☒ For Council Information

☐ In Camera

AGENDA ITEM:	Water & Sewer Installation at Lot 44, Block 2, North End	
PREPARED BY:	Cory Bellmore, CAO	ATTACHMENTS: <ul style="list-style-type: none"><li>• Correspondence from Mr. Kendrick</li><li>• Memo from J. Howe, Public Works</li><li>• Historical correspondence from Mr. Jim Kincaid</li><li>• Copy of recent work order estimate.</li><li>• Historical lot sale information</li></ul>
DATE:	Sept 4, 2021	
RELEVANT BYLAWS / POLICY / LEGISLATION:		

## RECOMMENDATION

That Council accept this package of information regarding the Water and Sewer Installation at lot 44 block 2 North End.

That Council to approve a budget amendment for the total cost of this service connection from Water and Sewer Reserves, not to exceed \$20,000.

## ISSUE / PURPOSE

Administration would like to move forward with installation in a fair and transparent manner and is providing this information to Committee of the Whole for this purpose and to receive a budget amendment to cover the cost of this unexpected expense.

## BACKGROUND SUMMARY

The owner of lot 44 block 2 North End, Bill Kendrick, approached the City regarding the water and sewer service connection of his property as part of finalizing development of this lot.

Mr. Kendrick has provided documents that describe that this property was intended to be sold with water and sewer available at the property line, and if at the time of development and first connection this was not the case that it would be rectified by the City. (see attached correspondence attached from Jim Kincaid, City Manager)

Administration has researched and to the best ability have concluded that this lot was likely in this development that was intended to be sold as serviced.


Mr. Kendrick has sent correspondence several times to administration regarding the readiness of his development to receive this connection over the last couple of years. It seemed reasonable to include this service connection in the drawings completed for the project in the North End that would see services extended to Judge street from the existing end of services just south of Edward Street on 2<sup>nd</sup> Ave. Given delays in the completion of the development on this lot, there was not an urgency for this connection. Given the delayed timelines of the completion of this service extension, it has been again requested that this service connection be completed as soon as possible.

Public Works has confirmed the availability of material for this connection at this time as well as has provided a memo regarding his connection as it is not a usual connection given the placement requiring a long run for grade purposes and lack of main line pipe past the frontage of the property. (see attached Memo from Public Works). While not impossible, this is a complex and expensive hook up which may have failure and freezing in the future. Even when this servicing is completed as well as it can be at this time, it is advisable that this hook up be changed in the future when the service extension on 2<sup>nd</sup> avenue is extended to Judge Street.

#### ANALYSIS / DISCUSSION

It is anticipated that this semi-permanent connection can be completed this fall. It is expected as part of this work the owner will rectify any outstanding concerns on this property, specifically the Wall tent structure that encroaches off the property line. (See excerpt for lot 44 block 2 from Engagement with Existing Lot Owners). While this lot is not a part of the current North End development plans, it was anticipated that it would be connected with the others and the owner was included in the engagement.

- The City would install services to property line at an estimate cost of : \$18,226.99
- The Property owner would be required to resolve any encroachments, pay the load capacity charge, and set up a utility account for quarterly water, sewer, and developed waste management fees.

APPROVAL		
NAME:	C Bellmore	SIGNATURE: 
DATE:	Sept 16, 2021	

P.O. Box 214  
Dawson City, Yukon  
Y0B 1G0

April 16, 2019

Cory Bellmore, Chief Administrative Officer  
City of Dawson  
P.O. Box 308  
Dawson City, Yukon  
Y0B 1G0

Dear Ms. Bellmore,

Re: Lot 44, Block 2, North End, Water and Sewer Work Order/Estimate

Last August, I received an estimate/work order for water and sewer connection infrastructure for the above-noted property (Work Order #1001). Since that time, new information has come to my attention, and as a result, I am requesting a revised estimate/work order.

The information that has come to my attention is contained in an email from the Manager of Land Development for the Yukon Government and a fax reply to it from the City Manager of Dawson, both from February 2000. These documents can be found in the North End land file at the Dawson City office, as well as at the Department of Community Services of the Yukon Government.

On February 10, 2000, the Manager of Land Development for Community and Transportation Services of the Yukon Government, Brian Ritchie, sent an email to Jim Kincaid, Dawson City Manager, inquiring about infrastructure to the North End lots and "any potential problems in the future for servicing repairs and **costs to purchasers**" [my emphasis]. According to Mr. Ritchie:

"It is my understanding that with these lots the City installed both sewer and water service connections to **each property line**. I would expect that your Consultants and Contractors verified that these services including mains were installed properly and are functional at this time.

My understanding of the situation would be that if and when a property is purchased and a person starts to build that any **irregularities** or City infrastructure failures to the services provided to that lot would be repaired by the City of Dawson at no charge to the property owner.

**Please correct me if I am wrong** and it would be helpful if we could have something in writing for our file to confirm."

On February 14, 2000, the City Manager responded to the above by fax:

"This will confirm that the City has installed water and sewer service connections **to the property lines of each** of the North End lots and that those services were installed and, to the best of our knowledge, are functional at this time.

If at the time of first connection to those services it is found that there is a problem, the City will **bring the service up to the property line** into full operating condition at **no cost** to the developer."

(The fax goes on to discuss what will happen if permafrost conditions cause an issue, but that is not the situation that has occurred here.)

Indeed, I had always found it strange that every other lot sold in the late 1990s North End development, despite being comparable in cost, had a water and sewer connection "to their property line" (on the street in line with the property), whereas the one I purchased did not. This constitutes an **irregularity** that should be rectified by the City at no charge to me, as the property owner. I am simply asking that the connection situation be brought up to the same relative standard/location as the other North End lots that have been sold.

As a result of the above, I ask that you please direct your Public Works Department to fix the irregularity and provide me with an updated work order/estimate for the water and sewer infrastructure needed to hook up to the home under construction on Lot 44. Given our town's acute housing shortage, and my need to either rent out or sell this property as soon as practicable, I do not wish to delay the water/sewer hook up to this home any longer. I would like to do this hookup by mid-summer, and trust this can be accomplished.

Please do not hesitate to contact me at your earliest convenience if you have any questions. I look forward to receiving the revised quote and finding out when the infrastructure at my property line will be available for connection to water and sewer.

Thank you for your time and consideration.

Sincerely,

A handwritten signature in dark ink, appearing to read 'William Kendrick', with a stylized flourish at the end.

William Kendrick

867-332-2424

P.O. Box 214  
Dawson City, Yukon. Y0B 1G0

September 6, 2019

Cory Bellmore, Chief Administrative Officer  
City of Dawson  
P.O. Box 308  
Dawson City, Yukon. Y0B 1G0

Dear Ms. Bellmore,

Re: April 16, 2019 correspondence about Lot 44, Block 2, North End, Water and Sewer Work Order/Estimate and current requirement for information

On April 16th of this year, I delivered to you a letter requesting a revised estimate/work order for water and sewer work at my property Lot 44, Block 2, North End. Unfortunately, it is now September and I have not yet received a reply.

With the seasons set to change shortly, it is now time for me to arrange the purchase of the necessary infrastructure to hook this property up to water and sewer. While this hook up on the street could wait a few weeks or a month or so, I need to know right away where exactly the City will be bringing the water and sewer connection to my property line; I.e. will it be on the street at the south end of the property or will it be at the north end of the property? I require this information so that I can begin the necessary tree removal and excavation on my property.

To again reiterate the request contained in my April 16th correspondence: could you please direct your Public Works Department to fix the water/sewer irregularity and provide me with an updated work order/estimate for the water and sewer infrastructure needed to hook up to the home under construction on Lot 44. Given our town's housing shortage, and my need to either rent out or sell this property as soon as practicable, I do not wish to delay the water/sewer hook up to this home any longer. Initially I had hoped to do this by mid-summer, but that time has passed now and winter will soon be upon us so now time is truly of the essence!

Please do not hesitate to contact me at your earliest convenience if you have any questions. I look forward to receiving the revised quote and finding out where (and when) the infrastructure at my property line will be available for connection to water and sewer.

Thank you for your time and consideration.

Sincerely,



William Kendrick  
867-332-2424



# City of Dawson

## WORK ORDER

WORK ORDER DATE: Sept. 21/20 DATE REQUIRED: before Oct. 31/20 WORK ORDER # **1153**  
freeze up & ground.

APPLICATION INFORMATION			
APPLICANT:	<u>William Kendrick</u>		PHONE: <u>993-6367 / 332-2424 (m)</u>
PROPERTY OWNER:	<u>William Kendrick</u>		
MAILING ADDRESS:	<u>Box 214 Dawson, VT</u>		
PROPERTY INFORMATION			
LEGAL DESCRIPTION:	LOT #: <u>44</u>	BLOCK #: <u>2</u>	ESTATE: <u>North End</u>
MUNICIPAL ADDRESS:	<u>1482 Second Ave.</u>		
ROLL NUMBER:	<u>D 72 00000 244090</u>	UTILITY #:	CUSTOMER ID:
WORK AUTHORIZATION			
I hereby request the City of Dawson to perform the work described below and agree to the <u>terms listed</u> as General Conditions of this work order.			
		<u>Sept. 21/2020</u>	
Applicant's Signature		Date	
GENERAL CONDITIONS			
<p>Applicant must be the Proper Owner or an Authorized Representative of the Property Owner. The City will invoice the Property Owner for all costs associated with this work order. All invoices will be sent to the Property Owner's address.</p> <p>Deposit payment equal to the amount of the estimate is required upon signing the work order.</p> <p>Payment in full of all outstanding balances owing to the City of Dawson including but not limited to: connection fee, taxes, utilities and load capacity charge is required prior to connection of water and sewer services.</p> <p>The Property Owner and/or Contractor will hold harmless the City of Dawson, its elected officials and employees for any liability which may be as a result of this work completed.</p> <p>The City will attempt, but does not guarantee, to complete work at the DATE REQUIRED.</p> <p>The City does not provide a warranty for the work completed on private property.</p>			

WORK DESCRIPTION		
(circle one of the following)		
Disconnect	Reconnect	Disconnect for Arrears
Water Service Call	Sewer Service Call	
New Installation	New Connection (see LOAD CAPACITY)	
Other (please describe): <u>provide W &amp; S pipe for new installation at property, plus provide connection at property line</u>		
Public Works to date and sign on completion of service:		
Comments: <u>City could run line to new manhole for my service</u> <u>New line could be replaced if/when North End Ext. done</u>		
LOAD CAPACITY		
Load Capacity Fee for New Connections – Finance to confirm payment of Load Capacity Fee		
Residential (per residence)	Total Units: <u>1</u>	Total Paid: \$ _____ Receipt #: _____
Commercial (per water outlet)	Total Units: _____	Total Paid: \$ _____ Receipt #: _____
Turn on requested (please tick option): During Installation (prior payment required): <input type="checkbox"/> Other: <input checked="" type="checkbox"/> <u>late winter</u>		

FOR OFFICE USE ONLY	
DEPOSIT AMOUNT PAID: _____	RECEIPT #: _____
Finance confirms all amounts due have been invoiced and paid: _____	
Initial	Date

## PWAdmin

---

**From:** CAO Dawson  
**Sent:** October 15, 2020 4:20 PM  
**To:** Bill Kendrick493  
**Cc:** PWAdmin110  
**Subject:** RE: Estimate for water/sewer  
**Attachments:** Kendrick lot.JPG

Hi Bill,

Sorry, I'm actually home sick today.

I will confirm this is irregular situation as per the attached letter that the cost for this infrastructure to lots in this development be borne by the city.

Vanessa, attached is the letter to be attached to the file that I said I would send over. I will keep looking for the original.

Thanks  
Cory

**From:** William Kendrick <[whkendrick@gmail.com](mailto:whkendrick@gmail.com)>  
**Sent:** Thursday, October 15, 2020 3:19 PM  
**To:** CAO Dawson <[cao@cityofdawson.ca](mailto:cao@cityofdawson.ca)>  
**Subject:** Re: Estimate for water/sewer

Hi Cory - Can I please get an email reply to my latest message, below? Thank you.

Bill Kendrick

On Wed, Oct 14, 2020 at 4:44 PM William Kendrick <[whkendrick@gmail.com](mailto:whkendrick@gmail.com)> wrote:

Hello - Here is the old estimate. Please note this was the cost with me doing the work. Also, and again, this was when it was assumed that the entire cost of this infrastructure was to be borne by me. No other lot sold as part of these North end lots had these costs; please see the correspondence between Jim Kincaid and YTG.

Cory - can you please confirm this irregular situation and that the City is responsible for the costs up to the new manhole at my property line?

Thanks,  
Bill Kendrick

On Fri, Aug 31, 2018 at 5:09 PM PWAdmin <[PWAdmin@cityofdawson.ca](mailto:PWAdmin@cityofdawson.ca)> wrote:

Hi Bill,



Please see attached for the estimate for water/sewer.

Have a great weekend,

Amanda

Amanda King

Public Works Administration

Ph: 867-993-7400 ext:306

City of Dawson

Box 308

Dawson City, Yukon

Y0B 1G0

[www.cityofdawson.ca](http://www.cityofdawson.ca)

Kendrick Service

The request from Mr. Kendrick to supply water and sewer service to his property requires a difficult, complex, and expensive installation. There is no main line frontage at his property resulting in what would be extremely long runs in order to tie into existing infrastructure. Due to the CoD's requirement of a depth of bury of 3' at property line, in order to achieve acceptable grade for the sewer service the next closest service would have to be dug back at considerable depth, cut apart and tied into on the road.

Concerning the water service, the existing concrete manhole would have to be penetrated via a jackhammer, the existing service spliced into and run to a second manhole at Mr. Kendrick's property which the CoD would have to install new.

Obviously, the unusual length of both these services increases the likelihood of freezing as well as physical failure in the future.

Jonathan Howe

Public Works Manager

City of Dawson

## ESTIMATE/MATERIALS SHEET

NAME: Bill Kendrick TO PROPERTY LINE ONLY

ESTIMATE DATE:

ACTUALS DATE:

**ADDRESS:**

WORK ORDER:
-------------

ESTIMATE BY:

MATERIALS SIGNED OUT BY:

ITEM	ESTIMATE - UNITS	ESTIMATE VALUE - Deposit Required	ACTUAL - UNITS	ACTUAL VALUE	MATERIAL - UNITS	MATERIAL PURCHASE Payment in advance	PRICE	UNIT TYPE
<b>CURB VALVES/CORP STOP</b>								
3/4"	1	\$ 107.42	\$ -	\$ -	\$ -	\$107.42		each
1"		\$ -	\$ -	\$ -	\$ -	\$181.11		each
2"		\$ -	\$ -	\$ -	\$ -	\$263.45		each
2" I.P.S. setup		\$ -	\$ -	\$ -	\$ -	\$428.60		each
<b>COUPLINGS</b>								
3/4"		\$ -	\$ -	\$ -	\$ -	\$41.76		each
1"		\$ -	\$ -	\$ -	\$ -	\$89.04		each
2"		\$ -	\$ -	\$ -	\$ -	\$139.57		each
<b>CURB STOPS</b>								
3/4"		\$ -	\$ -	\$ -	\$ -	\$107.42		each
1"		\$ -	\$ -	\$ -	\$ -	\$116.28		each
2"		\$ -	\$ -	\$ -	\$ -	\$702.19		each
<b>ADAPTERS</b>								
1" tee		\$ -	\$ -	\$ -	\$ -	\$235.58		each
3/4 tee	1	\$ 185.00	\$ -	\$ -	\$ -	\$185.00		each
3/4" to 1"		\$ -	\$ -	\$ -	\$ -	\$21.88		each
<b>INSERTS</b>								
3/4"	4	\$ 14.52	\$ -	\$ -	\$ -	\$3.63		each
1"		\$ -	\$ -	\$ -	\$ -	\$6.27		each
2"		\$ -	\$ -	\$ -	\$ -	\$11.06		each
<b>WATERLINE</b>								
3/4"	120	\$ 67.20	\$ -	\$ -	\$ -	\$0.56		per ft
1"		\$ -	\$ -	\$ -	\$ -	\$1.15		per ft
2"		\$ -	\$ -	\$ -	\$ -	\$2.81		per ft
<b>INSULATED PIPE</b>								
1.5"	100	\$ 2,363.00	\$ -	\$ -	\$ -	\$23.63		per ft
3"		\$ -	\$ -	\$ -	\$ -	\$14.28		per ft
4" series 100 c/w heat trace duct		\$ -	\$ -	\$ -	\$ -	\$29.51		per ft
4" series 100	100	\$ 2,461.00	\$ -	\$ -	\$ -	\$24.61		per ft
<b>INSULATED PE FITTINGS</b>								
4" 22.5 degree elbow (insul)		\$ -	\$ -	\$ -	\$ -	\$378.91		each
4" 45 degree elbow (insul)		\$ -	\$ -	\$ -	\$ -	\$334.12		each
4" 45 degree elbow short	2	\$ 40.50	\$ -	\$ -	\$ -	\$20.25		each
4" short wye-insul	1	\$ 711.40	\$ -	\$ -	\$ -	\$711.40		each
4" electrofusion cplr	7	\$ 371.56	\$ -	\$ -	\$ -	\$53.08		each
4" electrofusion insul kit only		\$ -	\$ -	\$ -	\$ -	\$152.36		each
1.5 electrofusion cplr	1	\$ 35.41	\$ -	\$ -	\$ -	\$35.41		each
		\$ -	\$ -	\$ -	\$ -			
<b>STAINLESS STEEL REPAIR CLAMPS</b>								
2" dia. by 8" long robar clamp		\$ -	\$ -	\$ -	\$ -	\$128.34		each
		\$ -	\$ -	\$ -	\$ -			
4" dia. by 8" long robar clamp		\$ -	\$ -	\$ -	\$ -	\$125.69		each
6" dia. by 8" long X 2 robar clamp		\$ -	\$ -	\$ -	\$ -	\$128.57		each
6" dia. by 24" long X 1 robar clamp		\$ -	\$ -	\$ -	\$ -	\$797.84		each
8" dia. by 12" long c/w 2" port saddle		\$ -	\$ -	\$ -	\$ -	\$252.66		each
8" dia. by 12" long c/w 2 one" port saddle		\$ -	\$ -	\$ -	\$ -	\$255.98		each
<b>SHRINK SLEEVES</b>								
		\$ -	\$ -	\$ -	\$ -			each
24" wide bulk shrink wrap	40	\$ 742.00	\$ -	\$ -	\$ -	\$18.55		per ft
<b>PIPE INSULATION</b>								
1.5"	5	\$ 101.40	\$ -	\$ -	\$ -	\$20.28		per ft
		\$ -	\$ -	\$ -	\$ -			per ft
4"	15	\$ 172.80	\$ -	\$ -	\$ -	\$11.52		per ft
6"		\$ -	\$ -	\$ -	\$ -	\$14.20		per ft
8"		\$ -	\$ -	\$ -	\$ -	\$17.42		per ft
10"		\$ -	\$ -	\$ -	\$ -	\$22.93		per ft
<b>OTHER MATERIALS</b>								
300mm culvert		\$ -	\$ -	\$ -	\$ -	\$407.52		each
Water Manhole	1	\$ 2,500.00	\$ -	\$ -	\$ -	\$2,500.00		
<b>CONTRACTED SERVICES</b>								
Invoice x 21.5% Mark Up								
Contracted Labour - Steamer		\$ -	\$ -	\$ -	\$ -	\$151.87		per hr
Contracted Labour - Vac truck		\$ -	\$ -	\$ -	\$ -	\$170.10		per hr
10-400-495-44715 SALE OF INVENTORY/CONT. SERVICES SUBTOTAL		\$ 9,873.21	\$ -	\$ -	\$ -	(\$9,873.21)		
<b>GRAVEL</b>								
10-400-495-44710 Gravel - 3/4 Minus Screened	3	\$ 535.83	\$ -	\$ -	\$ -	\$178.61		per load
								-\$535.83
<b>LABOUR &amp; CITY EQUIPMENT</b>								
After normal business hours - minimum call out 4hrs - time and 1/2 \$120 -								



FAXED



# THE CITY OF DAWSON

P.O. BOX 308, DAWSON CITY, YUKON Y0B 1G0

PH: (867) 993-7400, FAX: (867) 993-7434



## FAX TRANSMISSION

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**TO:** Brian Ritchie

**FAX NO:** 1-867-393-6216

**COMPANY:** C. & T. S.

**DATE:** February 14, 2000

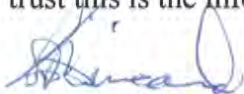
**FROM:** Jim Kincaid  
City Manager

**# OF PAGES:** 1  
**(Including this page)**

**MESSAGE/SUBJECT:** North End Lots - Water and Sewer Connections

This refers to your e-mail message of February 10, 2000. This will confirm that the City has installed water and sewer service connections to the property lines of each of the North End lots and that those services were properly installed and, to the best of our knowledge, are functional at this time.

If at the time of first connection to those services it is found that there is a problem, the City will bring the service up to the property line into full operating condition at no cost to the developer. This commitment is made with the understanding that the system is installed in a permafrost zone which may render the whole or significant parts of the system inoperable before all the lots are sold. If that occurs, then the situation will have to be reviewed by the Council of the day. I trust this is the information you need.

  
Jim Kincaid  
City Manager

c: Norm Carlson, Public Works Superintendent

dawson city - heart of th

Mark.  
Here is the original  
from the history  
files re: B. Kendricks  
lot  
p. 12

**From:** Brian.Ritchie <Brian.Ritchie@gov.yk.ca>  
**To:** 'dawsoncity@dawsoncity.net' <dawsoncity@dawsoncity.net>  
**Cc:** Dennis.Shewfelt <Dennis.Shewfelt@gov.yk.ca>  
**Date:** Thursday, February 10, 2000 8:28 AM  
**Subject:** N/End Buyback

---

Jim:

A question has been raised by John about the City infrastructure to these lots and any potential problems in the future for servicing repairs and costs to purchasers.

It is my understanding that with these lots the City installed both sewer and water service connections to each property line. I would expect that your Consultants and Contractors verified that these services including mains were installed properly and are functional at this time.

My understanding of the situation would be that if and when a property is purchased and a person starts to build that any irregularities or City infrastructure failures to the services provided to that lot would be repaired by the City of Dawson at no charge to the property owner.

Please correct me if I am wrong and it would be helpful if we could have something in writing for our file to confirm.

Thanks

BR

G. Brian Ritchie, A.Sc.T.  
Manager, Land Development  
Community and Transportation Services  
Engineering & Development Branch  
Phone: (867)667-3093; Fax: (867)393-6216  
email: [brian.ritchie@gov.yk.ca](mailto:brian.ritchie@gov.yk.ca)



Community and Transportation Services

## FAX COVER SHEET

Box 2703, Whitehorse, Yukon Y1A 2C6

TO: Attn: Janet - City of Dawson FAX# 1-867-993-7434  
Total # of PGS 1

## CONFIDENTIALITY CAUTION

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FROM: Nina Lindley, YTG LOCATION: M-5  
FAX: 393-6258 DATE: April, 4/01  
REMARKS: Re: Price list for Northend LotteryURGENT!

Please phone (403) \_\_\_\_\_ immediately if all pages are not received.



**Prices and Breakdown  
North End Subdivision – Plan 96-110  
Various Lots Blocks 2 & 3  
&  
Lot 41 Block 3 Plan 99-0215**

Lot	Block	Area (ha)	Sale Price	Payable to YHC	GST on Sale Price	20% Downpayment	Admin Fee payable to YTG
4	2	0.0488	\$25,000.00	6750.00	1750.00	5000.00	26.75
5	2	0.0488	\$25,000.00	6750.00	1750.00	5000.00	26.75
6	2	0.0488	\$25,000.00	6750.00	1750.00	5000.00	26.75
8	2	0.0488	\$25,000.00	6750.00	1750.00	5000.00	26.75
9	2	0.0488	\$28,000.00	7560.00	1960.00	5600.00	26.75
10	2	0.0488	\$28,000.00	7560.00	1960.00	5600.00	26.75
11	2	0.0488	\$28,000.00	7560.00	1960.00	5600.00	26.75
12	2	0.0488	\$28,000.00	7560.00	1960.00	5600.00	26.75
13	2	0.0488	\$28,000.00	7560.00	1960.00	5600.00	26.75
14	2	0.0488	\$28,000.00	7560.00	1960.00	5600.00	26.75
17	2	0.0488	\$25,000.00	6750.00	1750.00	5000.00	26.75
18	2	0.0488	\$28,000.00	7560.00	1960.00	5600.00	26.75
2	3	0.0465	\$28,000.00	7560.00	1960.00	5600.00	26.75
3	3	0.0465	\$28,000.00	7560.00	1960.00	5600.00	26.75
4	3	0.0465	\$28,000.00	7560.00	1960.00	5600.00	26.75
5	3	0.0465	\$28,000.00	7560.00	1960.00	5600.00	26.75
10	3	0.0611	\$32,000.00	8640.00	2240.00	6400.00	26.75
11	3	0.0746	\$32,000.00	8640.00	2240.00	6400.00	26.75
13	3	0.0875	\$32,000.00	8640.00	2240.00	6400.00	26.75
14	3	0.0692	\$32,000.00	8640.00	2240.00	6400.00	26.75
17	3	0.0465	\$30,000.00	8100.00	2100.00	6000.00	26.75
18	3	0.0930	\$30,000.00	8100.00	2100.00	6000.00	26.75
19	3	0.0930	\$30,000.00	8100.00	2100.00	6000.00	26.75
20	3	0.0576	\$32,000.00	8640.00	2240.00	6400.00	26.75
21	3	0.0576	\$32,000.00	8640.00	2240.00	6400.00	26.75
22	3	0.0576	\$32,000.00	8640.00	2240.00	6400.00	26.75
41	3	0.0500	\$30,000.00	8100.00	2100.00	6000.00	27.75

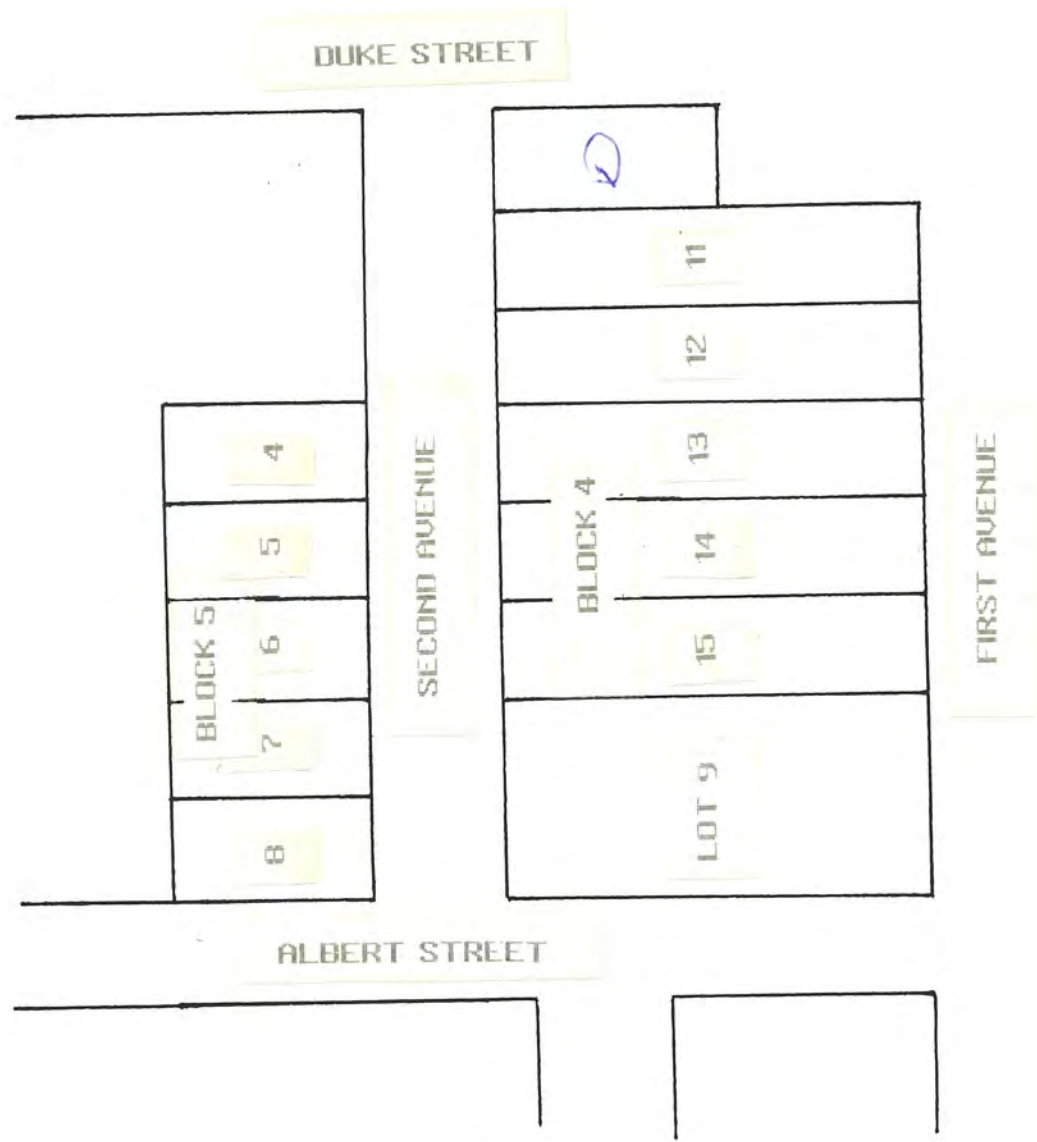
BYLAW #96-21

Schedule "A" Page 1





BYLAW #96-21  
Schedule "A" Page 2



**GOVERNMENT OF YUKON  
FOR SALE BY LOTTERY  
27 RESIDENTIAL LOTS  
NORTH END SUBDIVISION – DAWSON CITY**

***Deadline***

- **Lottery closes April 30th, 2001, 12:00 NOON.** Applications will be accepted up to that time at both the Town of the City of Dawson and YTG Land Disposition Section, Whitehorse.
- **Draw will take place at May 2<sup>nd</sup>, 2001, at 9:30AM Town Office in Dawson.**
- It is not necessary for the applicant to attend the Lottery Draw.
- **To enter the lottery two separate payments are required** paid by cash, cheque, money order, bank draft, debit card, Visa or MasterCard.
  - ⇒ **\$26.75** (\$25.00 application fee, \$1.75 GST) **made payable to the Territorial Treasurer**, non-refundable.
  - ⇒ **\$300.00** **made payable to the Yukon Housing Corporation**, refundable if unsuccessful. (Debit or Credit Card will not be accepted for this payment.)

***Applicants responsibilities***

- Lots in North End subdivision are zoned "RS; Residential – Single Detached Residential."
  - Prior to submitting an application, applicants should ensure their intended use is permissible under City of Dawson zoning designation. Please review the City's zoning information package prepared for this lottery.
- Please contact this office for lottery results.
- **Only successful applicants and applicants on the eligibility list will be contacted.**

Please pick your deposit if un-successful within 14 days after the lottery, otherwise your cheques will be destroyed.

## LOTTERY RULES AND GENERAL INFORMATION

- Applicants must be 19 years or older, a Canadian citizen or landed immigrant, and have resided in the Yukon for one (1) continuous year, immediately preceding the lottery.
- An agent acting on behalf of an applicant must have proof of Power of Attorney.
- Applicants must be applying to purchase a lot for the purpose of providing housing accommodation for themselves.
- Only one application will be accepted per individual. A company or corporation is not considered to be an individual.
- Only one lot per household.
- A couple living in one household may put in separate applications, however if both applicants are successful one lot will have to be returned and the applicant's \$300.00 will be forfeited.
- An individual cannot hold more than one country residential agreement for sale with the Yukon Housing Corporation.
- The lot (s) are being sold on an "**as is**" basis.
- Lots are serviced with power, municipal water and sewer.
- Successful applicants have fourteen (14) days to provide the required payments by either paying for the lot in full or entering into an agreement-for-sale **otherwise** the \$300.00 deposit will be forfeited. (See agreement for sale information on page 4)
- Unselected lots may be made available over the counter at Land Disposition Section Office after the eligibility listing is completed and reviewed. This would occur by approximately May 16th, 2001.



## ELIGIBILITY LIST INFORMATION

- An eligibility list is maintained to give applicants who entered the lottery a possible second chance if a lot is returned.
- An eligibility list will be established as part of this lottery and will be maintained for a minimum of fourteen (14 days) from date of lottery.
- Successful applicants are not placed on the eligibility list , **unsuccessful applicants in the lottery draw will be placed on the eligibility list** in the order drawn during the lottery process using the following as a guide:
  - **Guide:** The list will be to a maximum of 1 ½ times the number of available lots, (i.e. 27 lots available, up to 41 names) will be on the eligibility list for this lottery.
- After fourteen (14) days (May 16<sup>th</sup>, 2001), applications will be reviewed in order as they appear on the eligibility list, to determine if the lot (s) returned is/are on the applicant's list of choices.
- The **first unsuccessful applicant** that included the returned lot on their list of choices would be offered the returned lot.
- The applicant then will have **48 hours** from the date contacted by telephone to advise the Land Disposition Section whether they want the lot offered.
- Once the lot offered is accepted the applicant is given **14 days** from the date contacted by telephone to pay the required payments to purchase the lot (see agreement for sale Information on page 4).
- If the applicant advises they are not interested in the lot offered, they forfeit the \$300.00 deposit, and contact will be made with the next unsuccessful applicant on the eligibility list who has selected the returned lot on their application.
- This process is repeated until the returned lot is sold **or** the eligibility list is depleted.
- In the event that all the applicants contacted are not interested in purchasing the returned lot, Land Disposition may then release the lot over the counter for public sale. All monies held in trust will be returned or you may be contacted to pick up your \$300.00 deposit.
- Lots that are returned after sixty days from the date of the lottery and/or lots not sold through the eligibility list process may be made available for sale over the counter.
- To be on the eligibility list applicants must initial the appropriate section on their application form.
- Once on the eligibility list, applicants must agree that their \$300.00 deposit (preferably a cheque) be held in trust for a minimum fourteen (14) days from the date of the lottery.
- At any time **prior to being offered a returned lot**, applicants may ask to have their name removed from the eligibility list and their \$300.00 deposit returned.

### **Key points to please note:**

1. **To be on the eligibility list, applicants must indicate on the application form in the assigned location. Once on the list, if you are offered a lot and refuse you will forfeit the deposit of \$300.00.**
2. **It is very important that anyone on the eligibility list ensure they contact this office after 14 days of the lottery date to verify if any lots have been returned and to clarify where they stand in the process.**



## AGREEMENT FOR SALE INFORMATION

- **A cheque made payable to Yukon Housing Corporation**

1. The total purchase price in full, and 7 % GST of the purchase price, subtracting the \$300 deposit being held by Land Disposition Section.

OR

2. 20% of the total purchase price and 7 % GST of the full purchase price, subtracting the \$300 deposit being held by Land Disposition Section.
- If option 2 is your choice, the outstanding balance of the purchase price will be paid in Five (5) equal annual payments. Each payment will consist of principal amounts and a prescribed interest rate on the outstanding balance, payable each year on the anniversary date of the agreement for sale. All payments will be made to the Yukon Housing Corporation.
  - All lots in this lottery are subject to a **five (5) year building restriction** for placement of a single family residential dwelling deemed to be clad to the weather.
  - Purchasers must comply with the requirements of the City of Dawson zoning and building bylaws. Please review the City of Dawson zoning information package prepared for this lottery.
  - Title to the lots will be issued at the discretion of Yukon Housing Corporation once the purchase price has been paid in full and the building requirements have been met.
  - Lots may be subject to utility easements, which would be registered against the title to the land.
  - If an agreement for sale is cancelled by the purchaser during the first sixty (60) days from the effective date (lottery date May 2<sup>nd</sup>, 2001, the purchaser is eligible for a refund of the 20% down-payment and GST, less the \$300.00 initial deposit which is forfeited as penalty.
  - If the Agreement for Sale is cancelled after the 60-day period from the effective date (lottery date May 2<sup>nd</sup>, 2001), the 20% down payment is non-refundable.

**APPLICATION FOR LOTTERY  
NORTH END DAWSON  
27 RESIDENTIAL LOTS**

PLEASE PRINT - Full legal names (no initials please) are required for the agreement for sale document.

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Applicant Surname First Name Middle Name

\_\_\_\_\_/\_\_\_\_\_  
Address

\_\_\_\_\_/\_\_\_\_\_  
City/Town Postal Code Phone number (home)

\_\_\_\_\_/\_\_\_\_\_  
Occupation Employer Phone number (work)

**If Applicable - NAME OF CO-APPLICANT LISTED BELOW**

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Applicant Surname First Name Middle Name

\_\_\_\_\_/\_\_\_\_\_  
Address

\_\_\_\_\_/\_\_\_\_\_  
City/Town Postal Code Phone number (home)

\_\_\_\_\_/\_\_\_\_\_  
Occupation Employer Phone number (work)

**We request the Agreement for Sale and Notification of Title to be issued as**

**Joint-Tenants \_\_\_\_\_ or Tenants-in-Common \_\_\_\_\_**

- Joint Tenants - upon the death of one of the tenants, the whole interest passes to the surviving tenant or tenants and not to the estate of the deceased.*
- Tenants in Common - contains no right of survivorship, and upon the death of tenant, his/her interest does not pass to the surviving tenants, but to the heirs of the deceased tenants*



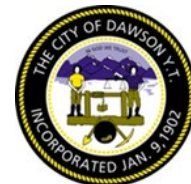
**INFORMATION REGARDING SELECTION OF LOTS**

Lots to be listed in order of preference.  
If your name is drawn first, then you receive your 1st choice. That will be the lot you must purchase (or you forfeit your \$300.00 deposit).  
If your name is drawn second and your 1st choice is still available then your 1st choice will be the lot you will receive.  
If your name is drawn third and your 1st choice is taken, the next available lot listed on your application will be the lot you will receive.  
If all the lots you have listed are taken, you will be deemed unsuccessful in this lottery and your deposit will be refunded.  
If you have any questions, please call 667-5215, OR 1-800-661-0408, local 5215.

**List of priority choices**

- *List only those lots you are willing to purchase.*

1 <sup>st</sup>	
2 <sup>nd</sup>	
3 <sup>rd</sup>	
4 <sup>th</sup>	
5 <sup>th</sup>	
6 <sup>th</sup>	
7 <sup>th</sup>	
8 <sup>th</sup>	
9 <sup>th</sup>	
10 <sup>th</sup>	
11 <sup>th</sup>	
12 <sup>th</sup>	
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16 <sup>th</sup>	
17 <sup>th</sup>	
18 <sup>TH</sup>	
19 <sup>TH</sup>	
20 <sup>TH</sup>	
21 <sup>ST</sup>	
22 <sup>ND</sup>	
23 <sup>RD</sup>	
24 <sup>TH</sup>	
25 <sup>th</sup>	
26 <sup>th</sup>	
27 <sup>H</sup>	



# Report to Council

☒ For Council Decision ☐ For Council Direction ☐ For Council Information

☐ In Camera

<b>AGENDA ITEM:</b>	North End Project – September 2021	
<b>PREPARED BY:</b>	Cory Bellmore, CAO	<b>ATTACHMENTS:</b> <ul style="list-style-type: none"><li>North End Projects Options to move forward</li></ul>
<b>DATE:</b>	Sept 10, 2021	
<b>RELEVANT BYLAWS / POLICY / LEGISLATION:</b>		

## RECOMMENDATION

That Council to acknowledge the identified Moosehide Slide risk and the BGC reports and move forward with the development and service extension as per option two of the attached North End Project options (Lots 1-12 excluding 8) and that committee of the whole direct Administration to assist Yukon Government in preparing a summary of the BGC reports they have commissioned and schedule a public meeting/presentation from YG and BGC on the information.

That Council to direct Administration to neither close George Street nor consider selling the proposed "Lot 13" in the Phase 1 North End development until the engineering, feasibility and implementation plan for a Phase 2 North End development has been completed.

That Council to direct administration to access the Canada Community-Building Fund (formerly Gas Tax) to complete the service-routing options and engineering, feasibility and implementation plan for Phase 2 North End development.

## ISSUE / PURPOSE

To continue moving the North End project forward to produce residential lots and complete service extensions for existing properties.

## BACKGROUND SUMMARY

This iteration of the North End project has faced several barriers to completion. Each barrier has taken time to work through and find solutions to ensure the project moves forward for both lot development and service extension for existing property owners.

In early 2020, Yukon Government contracted BCG Engineering Inc. to take a closer look at potential geological hazards in and near the City of Dawson, including the Moosehide Slide, a pre-historic slope failure. The contract was intended to examine the slide, assess changes and possible runout scenarios, and provide recommendations for further analyses/monitoring and mitigation.

Subsequently Yukon Government commissioned a Quantitative Risk Assessment and Conceptual Real Time Monitoring reports. These reports are quite technical and caused further delay but were necessary in concluding risk assessment and mitigation.



In summary, there are credible hazards characterized as Very Low (on a scale of Very Low to Very High) from these geological formations and historical movement. The risk associated with development would be considered intolerable in some jurisdictions in western Canada (although thresholds for risk in existing development should be viewed as a “reference line” but not a stringent line). But there are proposed mitigations that would reduce the risk associated with the hazard to “tolerable” levels in those other jurisdictions and allowing for development, namely the installation of a real time monitoring/warning system. Yukon Government has contracted BCG to design the system and has committed to the installation in 2021.

Administration has been working with Yukon Government Staff on necessary work resulting from these studies including a communications plan, changes to our emergency plan/policies and future work resulting in the installation of an ongoing monitoring program.

The Yukon does not have legislated risk-assessment thresholds for these hazards so they are falling back on thresholds used in neighboring regions. It has been identified that the Yukon is a unique environment and that this work should be undertaken in the Yukon. The City of Dawson will also be working with YG Emergency Measures to identify and produce a hazard risk assessment for the community—for this and various other hazards that may impact the community, including flood, wildfire, mudslides, and seismicity. These hazards also have inherent risks and should be identified and considered in our emergency plan and other developments.

The consultant hired to carry out this work, BCG Engineering, along with staff from the Yukon Geological Society will be in Dawson City at the end of September and administration is working to arrange a presentation to council and public, if desired.

Options three and four were removed from the original information package after discussion at the September 7, 2021, Committee of the Whole meeting.

## ANALYSIS / DISCUSSION

As acknowledged, the North End development and service extension project has faced many hurdles. Although this delayed construction several times, options and solutions have been found to ensure we are considering the concerns and issues and moving this project forward in a methodical manner. It is important to find resolution to these longstanding issues facing the properties in this neighborhood.


There are several factors that were involved in the risk identification, but the two prominent ones include life loss and property damage.

In the Quantitative Risk Assessment report, the installation of an early warning/monitoring program reduces the risk for life loss in current and new development to risk-tolerance levels acceptable in other jurisdictions. As noted, the Yukon Government has committed to develop and install that program. The Landslide Probability is noted as being Very Unlikely (1:1,000 to 10,000). With the installation of an Operations Warning System, for Safety (life) the consequence is reduced to Negligible and the risk is Very low. For Economic (property) the consequence is Negligible to Severe and the risk is Very Low to Moderate.

The Yukon Government has indicated they are supportive of moving forward the North End Development and Service Extension Project as long as the City of Dawson acknowledges the identified risk of the Moosehide Slide, which is what the recommendation achieves.

A decision to not proceed has significant implications that should be well understood. As an example, during the course of this project it was discovered that almost all properties in the North End have an unpermitted sewage disposal system (a situation intended to be remedied by the extension of pipes). As well, this project would bring much needed lots to the market.

## APPROVAL

<b>NAME:</b>	C Bellmore	<b>SIGNATURE:</b> 
<b>DATE:</b>	September 5, 2021	

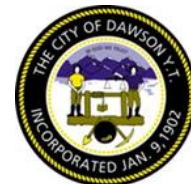
**Option 1: Continue the project as planned (RECOMMENDED OPTION)**

- Install Early warning / Monitoring system based on risk analysis allowing new development and existing development.
- Up to 15 lots in phase I development to be created (pending subdivision approval).
- Service extension of water and sewer for both planned development and existing lots that currently have no servicing as per completed engineered drawings.
- Complete stormwater management through grading and ditching as per the completed engineered drawings.
- Stagger release of new lots based on timing of installation of EW/Monitoring System. (This can be managed through the Land Sale Bylaw.)
- Release two tenders for the civil infrastructure/lot grading.
- Finalize work with YEC.
- Tender for survey.
- Council to give subdivision approval and pass bylaws for land sale, road closure, and LIC.
- Resolve encroachments in existing development area.
- Finalize Environmental permits with YG. (Environmental permits will also be managed through land sale agreements for the lots that require mitigation.) for lots that require this

**Option 2: Reduced Development and service extension to existing development**

- Install Early warning / Monitoring system based on risk analysis allowing current residents to hook up but no new lot sales north of George Street until monitoring results have been achieved.
- Lots 1-12 (not including 8) south of George Street to be sold. Lots 13-16 and Lot 8 (pending subdivision approval) will be sold/leased at a later date.
- Release two tenders for civil infrastructure to service new lots to George as well as Extension to Judge for existing lots.
- Revise final lot layout tender for survey.
- Finalize work with YEC
- Council to give subdivision approval and pass bylaws for land sale, road closure, and LIC.
- Resolve existing encroachments.
- Finalize Environmental permits with YG. (Environmental permits will also be managed through land sale agreements for the lots that require mitigation.) for lots that require this

# Report to Council



☒ For Council Decision    ☐ For Council Direction    ☐ For Council Information

☐ In Camera

<b>AGENDA ITEM:</b>	Project Management Services-Solid Waste Diversion Centre Contract Award	
<b>PREPARED BY:</b>	Jill Johnson (PW Admin)	<b>ATTACHMENTS:</b>
<b>DATE:</b>	September 21, 2021	
<b>RELEVANT BYLAWS / POLICY / LEGISLATION:</b>	Procurement Policy # 14-02	

## RECOMMENDATION

That Council award the contract for recent tender: Project Management Services- Solid Waste Diversion Centre to Colliers Project Leaders. Submitted bid amount \$149,611.00 (plus GST).

## ISSUE / PURPOSE

The City of Dawson is seeking the services of a licensed and qualified Contractor to provide Project Management Services through the development, design and construction of a Solid Waste Diversion Centre in Dawson City, YT.

## BACKGROUND SUMMARY

The City of Dawson wishes to construct a new SWDC on an industrial property within the municipality, in collaboration with the (CKS), the expected final operator of the facility.

The existing CKS building has a small office and meeting room area and a recyclable and refundable drop off area outback opening towards the alley. Dawson households can drop off their recyclables and refundables at all hours but must come during official opening hours to receive a refund for refundables.

The depot services all residents in the region, including the downtown core as well as the peripheral neighborhoods in West Dawson, Henderson, Rock Creek, Bear Creek and all Yukon campgrounds.

Depot attendants accept recycling, sort, count, and give out refunds. The recycling is being collected in one stream. Depot attendants sort the recycling and CKS collects the donation of refundable recycling brought in.

The successful consulting firm will work with the designated representatives of COD and CKS (the project team) to facilitate the planning, design, and construction to develop the site in accordance with the common vision.

COD and CKS is envisioning a facility that can accommodate the highest percentage of diversion possible in cooperation with the Dawson landfill.

## ANALYSIS / DISCUSSION

One Proposal was received by Collier's Project Leaders.

The bid was evaluated and was fully compliant and met the requirements of the RFP.

It is recommended that this contractor be awarded the contract. Through the submitted proposal, Collier's demonstrates a solid understanding of what the project entails as well as has a competent and reliable team.

1. That Council award the contract of Project Management Services- SWDC to recommended contractor Colliers Project Leaders for \$149,611.00 (plus GST) as per their submitted bid.
2. That Council does not award the contract to the recommended contractor and the tender is reposted.

## APPROVAL

**NAME:** C Bellmore

**DATE:** September 21, 2021

**SIGNATURE:**





# THE CITY OF DAWSON

## Zoning Bylaw Amendment No. 13 Bylaw

Bylaw No. 2021-12

**WHEREAS** section 265 of the Municipal Act, RSY 2002, c. 154, and amendments thereto, provides that a council may pass bylaws for municipal purposes, and

**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;

**THEREFORE**, pursuant to the provisions of the *Municipal Act* of the Yukon, the council of the City of Dawson, in open meeting assembled, **ENACT AS FOLLOWS:**

### PART I - INTERPRETATION

#### 1.00 Short Title

1.01 This bylaw may be cited as the ***Zoning Bylaw Amendment No. 13 Bylaw***.

#### 2.00 Purpose

2.01 The purpose of this bylaw is to provide for

- (a) An amendment to the Zoning Bylaw from FP: Future Planning to M1: Industrial.



# THE CITY OF DAWSON

## Zoning Bylaw Amendment No. 13 Bylaw

Bylaw No. 2021-12

### Table of Contents

PART I - INTERPRETATION .....	1
1.00 Short Title .....	1
2.00 Purpose .....	1
3.00 Definitions .....	3
PART II – APPLICATION .....	3
4.00 Amendment .....	3
PART III – FORCE AND EFFECT .....	3
5.00 Severability .....	3
6.00 Enactment .....	3
7.00 Bylaw Readings .....	4
PART IV – APPENDIX (APPENDICES) .....	5



# THE CITY OF DAWSON

## Zoning Bylaw Amendment No. 13 Bylaw

Bylaw No. 2021-12

### 3.00 Definitions

#### 3.01 In this Bylaw:

- (a) Unless expressly provided for elsewhere within this bylaw the provisions of the *Interpretations Act*, RSY 2002, c. 125, shall apply;
- (b) “city” means the City of Dawson;
- (c) “council” means the Council of the City of Dawson;

## PART II – APPLICATION

### 4.00 Amendment

- 4.01 This bylaw amends a section of Crown Land from FP: Future Planning to M1: Industrial in the Zoning Bylaw Schedule B: Valley, Confluence, and Bowl, as shown in Appendix A of this bylaw.

## PART III – FORCE AND EFFECT

### 5.00 Severability

- 5.01 If any section, subsection, sentence, clause or phrase of this bylaw is for any reason held to be invalid by the decision of a court of competent jurisdiction, the invalid portion shall be severed and the part that is invalid shall not affect the validity of the remainder unless the court makes an order to the contrary.

### 6.00 Enactment

- 6.01 This bylaw shall come into force on the day of the passing by Council of the third and final reading.



# THE CITY OF DAWSON

## Zoning Bylaw Amendment No. 13 Bylaw

Bylaw No. 2021-12

### 7.00 Bylaw Readings

Readings	Date of Reading
FIRST	August 31, 2021
PUBLIC HEARING	September 14, 2021
SECOND	
THIRD and FINAL	

\_\_\_\_\_  
(Name of Presiding Officer), Mayor

**Presiding Officer**

\_\_\_\_\_  
Cory Bellmore, CAO

**Chief Administrative Officer**





# THE CITY OF DAWSON

## Zoning Bylaw Amendment No. 13 Bylaw

Bylaw No. 2021-12

### PART IV – APPENDIX A

Figure 1. Location Map



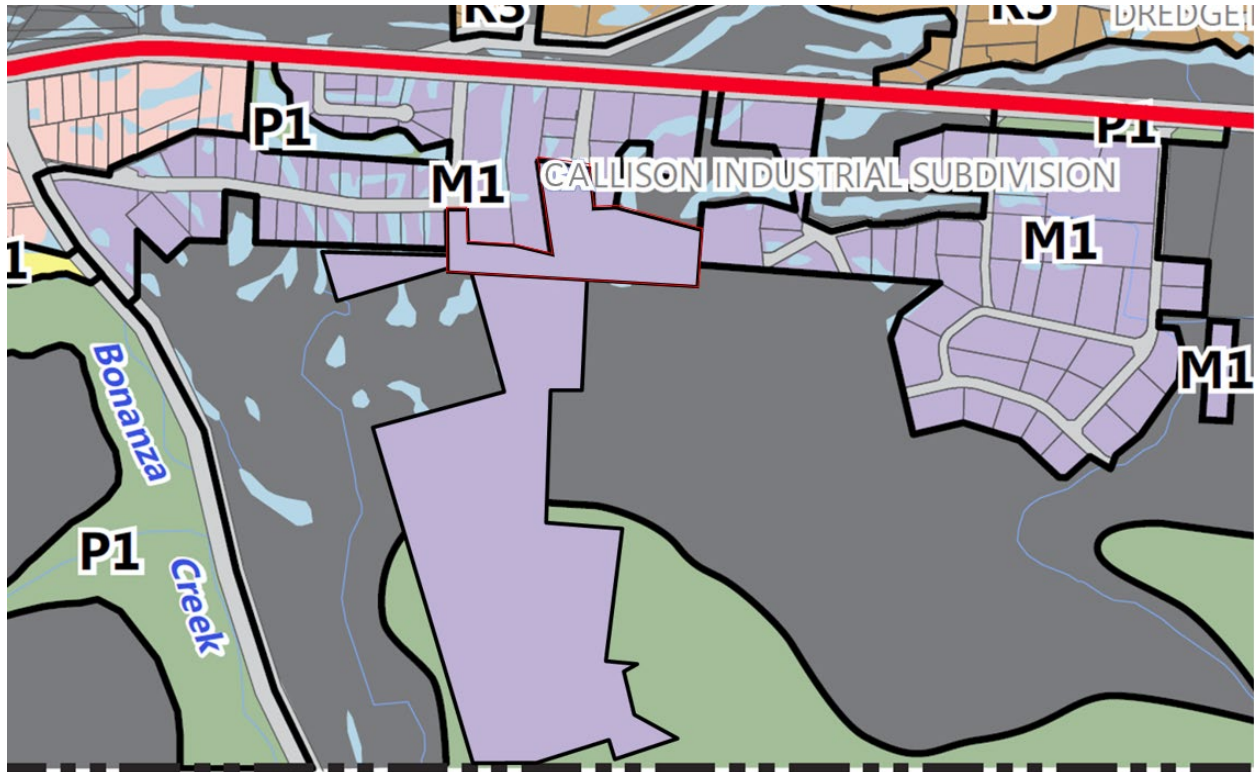


# THE CITY OF DAWSON

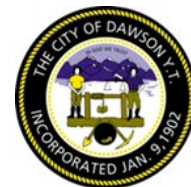
## Zoning Bylaw Amendment No. 13 Bylaw

Bylaw No. 2021-12

Figure 2. Amended area



# Report to Council



☒ For Council Decision ☐ For Council Direction ☐ For Council Information

☐ In Camera

AGENDA ITEM:	Workplace Violence & Harassment Prevention Policy	
PREPARED BY:	Amanda King, HR	ATTACHMENTS:  - Workplace Violence & Harassment Prevention Policy
DATE:	August 5, 2021	
RELEVANT BYLAWS / POLICY / LEGISLATION: - Occupational Health & Safety Act		

## RECOMMENDATION

That Council approve the Workplace Violence & Harassment Prevention Policy, as presented.

## ISSUE / PURPOSE

The purpose of the policy is to set guidelines for implementing the Workplace Violence & Harassment Prevention (WVHP) Program and to meet the City's obligation to provide a violence and harassment-free workplace for all workers.

## BACKGROUND SUMMARY

The new regulation within the *Occupational Health & Safety Act* comes into force on September 4, 2021. Under the *Violence and Harassment Prevention Regulation*, a workplace must put measures in place to help prevent injuries that may occur as a result of violence or harassment. Workplaces were provided with set expectations to meet the regulation. The City has created, with input and approval from the Joint Health & Safety Committee, Union and WCB, the WVHP Program as per the regulations.

## ANALYSIS / DISCUSSION

The City is responsible for a safe work environment, free of harassment and is committed to providing a workplace where all workers are treated with dignity and respect.


It is recommended that Committee of the Whole forward to Council for approval the Workplace Violence & Harassment Prevention Policy as per the Occupational Health & Safety Act requirements.

AT CW 21-23 on August 24, council requested the following clarification in this draft Policy:

IF Mayor and Council are listed as protected "workers" in this policy, if there was a circumstance of a complaint of Violence and Harassment against them, how would this be dealt with?

- Ultimately this policy is for the protection of workers of the City of Dawson against Violence and Harassment in the workplace, this includes Mayor and Council and other Committee members who are in the employ of the City to carry out functions and are compensated.
- If there is no legislation in place that creates action against a perpetrator (such as the Municipal Act or Council Code of conduct) then the ultimate course of action would be a through the RCMP or Human Rights Commission.

- Most other equivalent Municipal Policies, including in Yukon, include Mayor and Council and Committee members in the Violence and Harassment Prevention Policy.
- Council requested to see the program attached to this policy. Those templates are attached.

APPROVAL		
NAME:	Cory Bellmore, CAO	SIGNATURE: 
DATE:	2021-09-16	



# City of Dawson

## Violence & Harassment Prevention Policy

### 2021-02

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## POLICY STATEMENT

The City of Dawson is committed to providing a workplace where all workers are treated with dignity and respect. Each worker has the right to a violence-and-harassment-free workplace. Violence and harassment will not be tolerated from any person in the workplace including managers and supervisors, workers, customers, clients, other employers, members of the public.

### 1.00 Purpose

This policy applies to all City of Dawson full-time, part-time, seasonal, casual and temporary employees and addresses workplace harassment, discrimination or other unwanted behaviour from all sources such as other employees, supervisors, managers, contractors, members of Council and the public. Volunteers and Councillors are afforded the same rights and protections provided by this policy, while performing authorized activities for the City of Dawson.

This violence and harassment prevention policy does not limit a worker's rights under any other laws.

### 2.00 Definitions

2.01 The following terms are used within this policy and are defined as follows:

- a) "workplace violence" is generally understood as the threatened, attempted or actual application of physical force toward a worker that is likely to cause harm or lead a worker to believe that they are likely to be harmed. Violence can cause physical and psychological injuries.
- b) "workplace harassment" is generally understood as any objectionable comments or behaviours that we know, or should know, are likely unwelcome. This includes, but is not limited to, any inappropriate comments or objectionable behaviour relating to a worker's sex, sexual orientation, gender identity or gender expression, race, cultural or religious beliefs, toxic behaviour, gossiping, bullying, persistently excluding or isolating someone, sabotaging someone else's work.
- c) "workplace" is any location where a City worker is carrying out their occupational duties, including those locations that are not on primary work sites. This may include, but is not limited to, a social function, training and conferences, during travel, at restaurants, hotels or

meeting facilities being used for business purposes, during telephone, email or other communications. This may also include social networking sites.

- d) “program” means the Workplace Violence & Harassment Prevention Program as described in this policy.

2.02 Reasonable and respectful actions of an employer or supervisor to manage workers is not harassment. For example, giving instructions, changing workers’ job duties, deciding schedules and workloads, evaluating performance or taking disciplinary actions.

### **3.00 Objective**

The City, in collaboration with Union, will:

- a) work to prevent incidents from taking place through information, education, early identification and corrective discipline where appropriate
- b) thoroughly investigate reported incidents in an objective, sensitive and timely manner with due regard to confidentiality of all parties concerned
- c) provide fair and effective resolution of complaints
- d) take necessary action against those who are found in contravention of this policy; up to and including termination of employment
- e) provide support to those affected by misconduct, to maintain self-worth, health and wellness.

### **4.00 Procedures**

To support this policy, the City has developed the Workplace Violence & Harassment Prevention Program. The program includes procedures to protect workers from violence and harassment and a process for workers to raise concerns or report incidents.

### **5.00 Roles and Responsibilities**

The City will respect the workplace violence and harassment prevention policy and procedures. The City is responsible for a safe work environment, free of harassment. The City, supervisors and managers are required to apply and comply with this policy and supporting procedures. Supervisors are responsible for ensuring that the procedures are followed by workers.

Each worker at the City must comply with the workplace violence and harassment prevention policy and its procedures. Workers are entitled to a violence-and-harassment-free workplace. Workers must treat each other with respect and not engage in any workplace violence or

harassment. Each worker has the right to report any concerns or incidents of violence or harassment.

## **6.00 Retaliation**

Any form of retaliation or discrimination against an employee because that person initiated a Complaint of harassment, or because that person acted as a witness or otherwise participated in an investigation, may be considered a violation of this Policy. Such action may result in discipline up to and including termination of employment.

## **7.00 Confidentiality**

The privacy of all involved in a complaint or incident of violence and harassment will be protected as much as possible. The City will not identify to anyone a complainant, a respondent, any witnesses or any circumstances about a complaint, including personal information, unless it is necessary for the purpose of the investigation, to share the results of an investigation, for corrective action relating to the complaint, to inform workers of a risk of violence or harassment or where required by law.

If any personal information is shared, it will be the minimum amount needed to complete the investigation.

**POLICY TITLE:** *Workplace Violence & Harassment Prevention Program*

**POLICY #:** 2021-02

**EFFECTIVE DATE:**

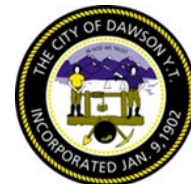
**ADOPTED BY COUNCIL ON:**

**RESOLUTION #:**

Original signed by:



# Report to Council



☒ For Council Decision ☐ For Council Direction ☐ For Council Information

☐ In Camera

<b>AGENDA ITEM:</b>	<b>Draft Procurement Policy</b>	
<b>PREPARED BY:</b>	Cory Bellmore	<b>ATTACHMENTS:</b> - 2021-02 Procurement Policy - DRAFT
<b>DATE:</b>	September 3, 2021	
<b>RELEVANT BYLAWS / POLICY / LEGISLATION:</b> 14-02 Procurement Policy		

## RECOMMENDATION

That council to approve Procurement Policy 2021-02

## ISSUE / PURPOSE

The Current Procurement Policy is dated and needs review and updating.

## BACKGROUND SUMMARY

The Current Procurement Policy is dated (7 years old) and sometimes unclear for staff when working on projects between what is Operating and Capital. Better definition and range of procurement options would make the process clearer for both staff, council and suppliers of goods and services.

## ANALYSIS / DISCUSSION

This draft gives more options and clearly defines what options are available to use when procuring goods and services. This draft also updates authorization levels as overtime the authority level of the current procurement process has been eroded but increasing costs of goods and services but not the authority level to procure them.


This draft was derived and downsized from the newly adopted City of Whitehorse Procurement policy. Once feedback is received on content it will be formatted further into the City of Dawson template for policies.

Committee of the Whole reviewed the draft Procurement Policy at CW 21-19 ( July 27<sup>th</sup>), CW 21-22 (Aug 24<sup>th</sup>) and CW 21-23 (Sept 7<sup>th</sup>) and provided feedback and comments that are reflected in the attached draft.

Following CW 21-23 the following changes have been made to the draft:

- Sec 7.1 – Changed “request” to “require”
- Competitive Pricing definition expanded to include reflect geography
- Sec 4.3.3 changed to reflect discussion on requirements for disclosure and approval
- Paragraph added under 1.2 b) to reflect ability for Council members, officers, employees and relatives to be eligible suppliers for city procurement.

## APPROVAL

<b>NAME:</b>	Cory Bellmore, CAO	<b>SIGNATURE:</b> 
<b>DATE:</b>	Sept 16, 2021	





# City of Dawson

## Procurement Policy

### #2021-03

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## **PURPOSE**

The purpose of this policy is to set out the principles, procedures, roles, and responsibilities for the City of Dawson Procurement program.

## **1.0 POLICY AND PRINCIPLES**

### **1.1 Policy Statements**

The City is committed to consistent, fair, accessible and transparent purchasing practices for the acquisition of Deliverables that ensure the City obtains Best Value and good outcomes for its expenditures on behalf of the public.

The City values continuous improvement and will strive to be a leader in advanced Procurement solutions that are efficient, quality-focused and consider the “total cost of ownership” where possible.

### **1.2 Principles**

The City will acquire the Deliverables required to meet City needs through Procurement processes that reflect the following principles:

#### **a) Compliance**

The City’s Procurement practices are consistent with applicable legislation, policy and procedures.

#### **b) Supplier Access, Transparency, and Fairness**

Access for qualified Suppliers to compete for the City’s business must be publicly available and the Procurement process must be conducted in a transparent manner ensuring adherence to the highest standards of fairness and ethical conduct.

Qualified suppliers may include Council members, officers or employees of the City and any immediate relative or business or professional associate of that person

#### **c) Best Value**

Funds for City purchases are provided by the public; therefore, the City is committed to achieve Best Value through consideration of the full range of Procurement formats and the adoption of commercially reasonable procurement practices.

#### **d) Efficient and Effective Procurement**

The City strives for efficiency and cost effectiveness in its Procurement practices and will endeavor to reduce the overall consumption of Goods and Services, where practicable.

#### **e) Local Procurement**

Local Procurement supports the local economy; therefore, the City will procure from Local Businesses when Deliverables meet the City’s specifications and are available locally at competitive prices, subject to the terms of any applicable territorial/provincial or national trade agreements.

## f) **Sustainable Procurement**

The City intends to align its procurements with its existing sustainability practices, initiatives and plans, thereby advancing a corporate culture at the City that recognizes and places a priority on Economic Sustainability, Environmental Sustainability and Social Sustainability.

## 2.0 **INTERPRETATION AND APPLICATION**

### 2.1 **Definitions**

In this policy:

**Administrative Directives** means directives issued by the CAO in respect of practices and/or policies affecting City Procurements.

**Administrative Procedures** means procedures or guidelines issued by the CFO, that set out the procedural requirements to be carried out in fulfillment of this policy.

**Best Value** means the most advantageous combination of financial and non- financial factors that meet the Solicitation Document requirements; these factors may include:

- Quality, which is fitness for purpose, of the Deliverables;
- Delivery and performance commitments;
- Supplier experience, performance history, practices, risk and compliance management, and demonstrated ability to successfully perform the Contract;
- Economic Sustainability considerations;
- Environmental Sustainability considerations;
- Social Sustainability considerations;
- Total cost of ownership, which may consider factors such as:
  - Total Purchase or Contract price;
  - Administration and Contract management costs;
  - Payment terms;
  - Cost of delay or performance failures;
  - Extensions, change orders, cost escalation;
  - Additional features;
  - Licensing costs;
  - Limitations associated with proprietary or patent rights;
  - Regular and ongoing maintenance;
  - Warranty, parts and repair;
  - Transition and training costs;
  - Lifecycle costs; and/or
  - Disposal value and disposal costs, including remediation.

**Bid** means a submission in response to a Solicitation Document, including proposals, quotations or responses.

**Bidder** means a Supplier that submits a Bid, and includes proponents and respondents.

**Bond** means a written agreement in which a surety company guarantees that a contractor will fulfill its obligations to a third party to perform certain works and in which if the contractor defaults on its obligations, the surety company agrees to complete the obligations or pay for the completion costs to the third party.

**CAO** means the chief administrative officer of the City, appointed by bylaw pursuant to the *Municipal Act*.

**CFO** means the Chief Financial Officer or equivalent position as listed in the Management Bylaw.

**Competitive Pricing** means pricing of a product or service in line with competitors at the point of delivery to the City.

**Competitive Procurement Process** means Open Competitions, Invitational Competitions and any other form of competitive Procurement Process used by the City.

**Conflict of Interest** means a situation in which the personal interests of a Council member, officer or employee of the City come into conflict with the interests of the City.

**Construction** means construction, reconstruction, demolition, repair or renovation of a building, building fixture, structure or other civil engineering or architectural work and includes the preparation, excavation, drilling, seismic investigation, and the supply of products, materials, equipment and machinery related thereto.

**Contract means** a binding agreement by way of a purchase order or other formal agreement between the City and a Supplier that creates an obligation regarding Procurement of Deliverables. For the purposes of this policy, Contract does not include leases entered into by the City.

**Council** means the elected Council members of the City.

**Deliverables** means any Goods, Services, or Construction or a combination thereof.

**Department Manager** means the City employee responsible for the specific department of the City that is requisitioning the purchase of Deliverables.

**Economic Sustainability** means providing and enhancing the City services, infrastructure and conditions that sustain a healthy, diverse and resilient local economy in which businesses of all sizes, and their employees, can flourish.

**Emergency** means a sudden, unexpected, or impending situation that may cause injury, loss of life, damage to the property and/or significant interference with the normal activities of the City and which, therefore, requires immediate attention and remedial action. This includes a situation which may endanger the health and/or safety of any City employee or member of the public; and/or a situation which may jeopardize City property and/or threaten the maintenance of essential City services.

**Environmental Sustainability** means protecting and enhancing the climate, ecology and natural resources for future generations through approaches that reduce carbon dependency, enhance energy resilience, conserve energy and resources, and reduce waste and toxins. Related practices may include purchasing products that are durable, reusable, contain post-consumer, recyclable, non-toxic and/or non-petroleum or carbon-based content, minimize packaging, and/or are new environmentally preferable products.

**Fairness Monitor** means an independent third party whose role is to observe all or part of a procurement process, to provide related feedback on fairness issues to the City, and to provide an unbiased and impartial opinion on the fairness of the observed procurement process.

**Goods** means goods produced, manufactured, grown or otherwise obtained, used for a commercial purpose and distributed from a party.

**Invitational Competition** means a Competitive Process in which an invitation to submit Bids is issued to at least three Suppliers.

**Local Business** means a business that has a valid City or inter-municipal business licence and has a physical address located in Dawson City or surrounding region (40 km radius of the municipal boundary).

**Negotiated Competitive Procurement** means a competitive Procurement process that includes a negotiation/discussion phase with short-listed proponent(s) prior to the submission of a best and final offer.

**Open Competition** means the solicitation of competitive Bids using a publicly posted Solicitation Document.

**Procurement** means the acquisition of Deliverables by purchase, rental or lease.

**Purchaser** means the person who, on behalf of the City, is initiating and overseeing the Procurement, and the general management of the Deliverables being procured.

**Purchasing Card** means the card provided by the City's Finance department with its use bound by the provisions of the Procurement Policy.

**RFX** means "request for X", with X representing any of the formal Solicitation Documents used to obtain information or cost estimates for the Procurement of Deliverable, including request for proposal (RFP), request for quotation (RFQ), request for tender (RFT), request for prequalification (RFPQ), request for expression of interest (RFEOI) and request for information (RFI).

**Services** means services supplied or to be supplied by a person or business.

**Single Source Procurement** means purchases from a selected Supplier even though other Suppliers exists that provide similar Deliverables.

**Social Sustainability** means cultivating and sustaining vibrant, creative, safe, affordable and caring communities for the wide diversity of individuals and families that live in, work in and visit the City.

**Sole Source Procurement** means purchases where there is only one Supplier that provides the required Deliverable.

**Solicitation Document** means the document issued by the City to solicit Bids from Bidders, including an RFX.

**Standing Offer** means a written offer from a pre-approved Supplier to supply Deliverables to the City upon request, through use of an ordering process during a particular period of time, at a pre-determined price or discount, generally within a pre-defined dollar limit.

**Supplier** means a person or entity carrying on the business of providing Deliverables.

## **2.2 Application**

**2.2.1** This policy applies to all employees and other authorized personnel responsible for Procurement of Goods and Services for the City.

**2.2.2** This policy applies to the Procurement of all Deliverables with the exception of those listed in **Appendix A– Items Exempt from this Procurement Policy**.

**2.2.3** Procurement by the City may be subject to the provisions of applicable trade agreements. Where an applicable trade agreement is in conflict with this policy, the trade agreement shall take precedence.

**2.2.4** The City may participate in cooperative or joint Procurement initiatives with other entities where such initiatives are determined to be in the best interests of the City. If the City participates in such initiatives, the City may adhere to the policies of the entity conducting the Procurement process provided that such policies comply in spirit with this policy.

## **3.0 ROLES, RESPONSIBILITIES AND AUTHORITIES**

### **3.1 Roles and Responsibilities of Council**

It is the role of Council to establish policy and approve expenditures through the City's budget approval process. Council monitors the outcomes of this Procurement Policy and may determine that amendments are warranted thereto. Council approves annual budgets and amendments thereto, as needed to fund Procurements.

Through this policy, Council delegates to the City's employees the authority to incur expenditures

in accordance with approved budgets through the Procurement of Deliverables in accordance with the policy direction, rules and processes set out in this policy, and related protocols and procedures.

- 3.1.1** Council authorization shall be required prior to the commencement of Procurements with an estimated value of \$50,000 or more and of Procurements less than \$50,000 that are deemed to be of significant risk, involve security concerns or may be of significant community interest as recommended by the Purchaser.

Prior to the commencement of such a Procurement, Administration will provide a report to Committee of the Whole providing details about the proposed Procurement including how it addresses the Principles set out at section 1.2 of this policy.

### **3.2 Conditions of Council's Delegated Authority**

- 3.2.1** Purchasers shall ensure that an approved budget exists for a proposed Procurement, that it conforms to this policy, that it does not violate any City policies or applicable law and that it will satisfy any applicable audit and documentation requirements of the City.
- 3.2.2** Subdividing, splitting or otherwise structuring Procurement requirements, processes or Contracts in order to reduce the value of the Procurement in any way or circumvent the requirements or intent of this policy is not permitted.
- 3.2.3** Failure to adhere to the requirements of this policy and to Administrative Directives or Administrative Procedures related to its implementation will lead to disciplinary action which may be up to and including termination of employment.

### **3.3 Roles and Responsibilities of the CAO and Employees**

#### **3.3.1** The CAO:

- Implements and ensures compliance with this policy;
- Monitors policy outcomes;
- Ensures that the policy is reviewed regularly and brings forward any recommended amendments for Council's consideration;
- Issues Administrative Directives as required to implement the policy; and
- Delegates spending authority limits to staff in accordance with this policy and all other applicable policies.

#### **3.3.2** The Chief Financial Officer:

- Monitors compliance with this policy and advises the CAO when there has been non-compliance.
- Approves and issues Administrative Procedures and/or guidelines required to implement this policy;
- Establishes, through consultation with the Management team, as listed in the Management Bylaw, set standards for bid solicitations, Contracts and other Procurement-related documents;
- Implements financial controls that meet the City's audit requirements to ensure that those responsible for requisitioning and purchasing goods and/or services are held accountable for their decisions.

#### **3.3.3** Department Managers:

- Support the implementation of this policy in their respective Departments;
- Ensure compliance with this policy;
- Oversee the Procurement processes from inception through to award;
- Ensure approved budget funding is available for Department purchases;

- Promote conduct and communication with Suppliers and contractors that is fair, professional and respectful and provide technical assistance as required;
- Review and approve proposed departmental Solicitation Documents to ensure clarity, reasonableness and quality;
- Ensure open, fair and impartial processes for Procurement for the Department;
- Award and execute Contracts within the Departments scope and budget and within the Department Manager's signing authority; and
- Promote the standardization of Deliverables where that demonstrates and supports the objectives of this policy;
- Determine whether Deliverables qualify for exemption under **Appendix A– Items Exempt from this Procurement Policy**.

#### **3.3.4 Executive Assistant**

- Maintains a repository of Contracts in accordance with existing City records management authorities and practices.

#### **3.3.5 Purchasers are responsible for complying with this policy and ensuring that procedures are consistently applied. The Purchaser:**

- Prepares all specifications of the Solicitation Document;
- Ensures adequate time is allotted for the bidding process in order to meet the minimum posting requirement for a public Procurement;
- Issues purchase orders for Deliverables per spending limit protocols and authorities;
- Manages contracts to ensure Deliverables are received by the City and they comply with contract terms and conditions;
- Monitors all contract expenditures and ensures that all financial limitations have been complied with and that all accounts are paid within the times set out in the contract;
- Monitors and reports on the performance of suppliers; and
- Standardizes the use of goods and/or services, where such standardization demonstrates and supports the purposes, goals and objectives of this policy.

### **3.4 Approval Authority and Spending Limit Protocols**

#### **3.4.1 Unless otherwise provided in this policy, Procurement expenditures shall be authorized in accordance with **Appendix B– Procurement Authority Matrix**.**

#### **3.4.2 The CAO may authorize delegations of the spending authorities set out in **Appendix B– Procurement Authority Matrix**.**

#### **3.4.3 Delegated signing authorities approved by the CAO may be authorized to enter into purchasing agreements that conform to this policy.**

#### **3.4.4 Staff who have been delegated approval authority shall have no authority to delegate that authority to any other person. A staff member acting on behalf of another staff member shall have the authority of the position in which they are acting.**

### **3.5 Reporting Requirements**

#### **3.5.1 On a semi-annual basis, Administration will report publicly to Council regarding the outcomes of this policy, including at a minimum:**

- Contract awards with a value of \$100,000 and over;
- Procurements with a value of over \$100,000 that have incorporated requirements related to Economic Sustainability, Environmental Sustainability and/or Social Sustainability in their

Solicitation Documents;

- Non-Competitive, Single Source or Sole Source Procurements with a value over \$5,000;
- Emergency Procurements, including their value;
- Pursuant to section 6.2 of this policy, contract extensions or renewals where the original contract contains no option for renewal, describing how the extension or renewal conforms to the requirements of this policy; and
- Instances of non-compliance with the policy and ensuing actions taken in each instance.

## **4.0 ETHICAL CONDUCT AND CONFLICTS OF INTEREST**

### **4.1 Conflicts of Interest**

The City's Procurement activities must be conducted with integrity and all individuals involved must act in a manner that is consistent with this policy and in accordance with applicable codes of conduct, e.g., the City's Employee Code of Conduct.

Conflict of Interest includes but is not limited to:

- 4.1.1** Situations or circumstances that could give a Supplier an unfair advantage during a Procurement process or compromise the ability of a Supplier to perform its obligations under an agreement;
- 4.1.2** The offer or giving of a benefit of any kind, by or on behalf of a Supplier, to anyone employed by or otherwise connected with the City.

Conflicts of Interest must be identified and managed appropriately to serve the public interest. Mismanagement or concealment of Conflicts of Interest may lead to accusations of corruption, fraud, or other criminal charges for individuals or entities involved.

As such, the City requires its Suppliers to act with integrity and conduct business in an ethical manner. The City may refuse to do business with any Supplier that has engaged in illegal or unethical business practices, has or fails to disclose an actual or potential Conflict of Interest or an unfair advantage, or fails to adhere to ethical business practices.

The City reserves the right to:

- Determine whether any situation or circumstance constitutes a Conflict of Interest, providing a substantiating rationale to the affected party or parties;
- Disqualify a Bidder from a Procurement process due to a substantiated Conflict of Interest;
- Require Bidders participating in a Procurement process to declare any actual or potential Conflict of Interest;
- Require Suppliers to avoid any Conflict of Interest during performance of their Contract
- obligations to the City and to disclose any Conflict of Interest that may arise;
- Prescribe the manner in which a Bidder or Supplier should resolve a Conflict of Interest;
- Terminate a Contract where:
  - A Supplier fails to disclose any actual or potential Conflict of Interest;
  - The Supplier fails to resolve its Conflict of Interest as directed by the City; or
  - The Conflict of Interest cannot be resolved.

Furthermore:

- Individuals participating in the evaluation of Bids must immediately declare and address any potential Conflict of Interest.



## **4.1 Supplier Conduct**

The City requires its Suppliers to act with integrity and conduct business in an ethical manner. The City may refuse to do business with any Supplier that has engaged in illegal or unethical bidding practices, has an actual or potential Conflict of Interest or an unfair advantage or fails to adhere to ethical business practices.

### **4.2.1 Illegal or Unethical Bidding Practices**

Illegal or unethical bidding practices include:

- Bid-rigging, price-fixing, bribery or collusion or other behaviors or practices prohibited by federal or provincial statutes;
- Offering gifts or favours to the City's officers, employees, appointed or elected officials or any other representative of the City;
- Engaging in any prohibited communications during a Procurement process;
- Submitting inaccurate or misleading information in a Procurement process; and/or
- Engaging in any other activity that compromises the City's ability to run a fair Procurement process.

The City will report any suspected cases of collusion, Bid rigging or other offenses under the *Competition Act* to the Competition Bureau or other relevant authorities.

## **4.3 Prohibitions**

**4.3.1** No Council member, appointed officer, or City employee shall interfere in the Procurement process by knowingly causing or permitting anything to be done or communicated to anyone in a manner that is likely to cause any potential Supplier to have an unfair advantage or disadvantage in obtaining a Contract for the supply of deliverables to the City.

**4.3.2** Other than documents or information publicly available, Council members shall not be given documents or otherwise receive information related to a particular Procurement that is considered confidential and has a bearing on the outcome of a Procurement process while the Procurement process is under way. Bidders who contact members of Council regarding a Procurement while the Procurement process is under way will be directed to communicate with the contact person listed in the Solicitation Document.

For the purposes of this section, the Procurement process is understood to commence when the RFX is posted and to conclude when the contract award is communicated publicly. For greater certainty, during this period Council members will not have access to any Bid, or evaluation ranking or evaluation team report.

**4.3.3** No Deliverables shall be purchased from a Council member, officer or employee of the City or from any immediate relative or business or professional associate of that person, unless the extent of the interest of the Council member, officer or employee has been fully disclosed by filling out the appropriate disclosure form and the Procurement approved by the CAO.

**4.3.4** No employee or Council member shall utilize City assets, Contracts, Procurement processes or policies to obtain Deliverables for personal advantage except for Supplier-offered employee discount programs, or Deliverables procured on the City's behalf specifically for employee wellness or other human resource initiatives.

**4.3.5** Absolutely no gifts or favours are to be accepted by the purchasing representatives of the City in return for business or the consideration of business. City employees shall not endorse one Supplier in order to give that Supplier an advantage over others.

## **5.0 PROCUREMENT PROCESSES**

### **5.1 Solicitation Documents**

Solicitation Documents are a key mechanism to give effect to the policy principles set out in section 1.2 of this policy and to enable the City to achieve Best Value. The terms and specifications, including evaluation criteria, set out in a Solicitation Document must take into consideration, and to the extent practicable, reflect and implement those policy principles.

The requirements contained in a Solicitation Document must be fair and reasonable in relation to the City's needs, and be written so as not to unreasonably limit Suppliers from submitting Bids by virtue of excessive or limiting standards or other criteria.

Solicitation Documents must include:

- All information material to the Procurement;
- All evaluation criteria that will be considered in the evaluation of the Bid; and
- Administrative matters such as the Procurement process dates, contact information etc.

### **5.2 Low Value Procurement (Purchases Not Exceeding \$10,000)**

The Purchaser may directly select a Supplier, without obtaining quotes; however, the procedure used to purchase low value Deliverables shall otherwise be in accordance with this policy. Obtaining competitive quotes, although not required, remains a good business practice and should be done where practicable.

Purchases of low value Deliverables may be made using a properly authorized Credit Card, Purchase Order, Contract or petty cash.

### **5.3 Competitive Procurement Methods**

All purchases exceeding \$10,000 ordinarily must use an open, transparent, competitive selection process whereby competitive Bids are obtained.

#### **5.3.1 Invitational Competition (greater than \$10,000 to \$25,000)**

The Purchaser may directly obtain written quotes from a minimum of three Suppliers. Quotes obtained, or evidence of efforts towards obtaining quotes, must be documented and filed with the procurement information. If the Purchaser has exhausted all efforts to obtain three quotes and can support this with documented evidence, a minimum of two written bids is acceptable if approved by the Manager. The Deliverables shall be purchased through the issuance of a Purchase Order or Contract.

#### **5.3.2 Request for Quotation (RFQ)**

Deliverables estimated at more than \$25,000 but less than \$50,000 may be handled by a RFQ when the requirement can be fully defined and an award selection made on the basis of total cost that meets all specifications, terms and conditions.

The Purchaser shall prepare the Solicitation Documents containing the relevant specifications, terms and conditions for Procurement of the Deliverables.

A resulting Procurement must be approved by the Department Manager .

The Deliverables shall be purchased through the issuance of a Purchase Order or Contract.

#### **5.3.3 Request for Tender (RFT) or Request for Proposal (RFP)**

An RFT or RFP must be used for any purchase valued over \$50,000 and may be used for lesser value purchases where appropriate.

- An RFT is used to solicit competitive Bids for Deliverables when the solutions, specifications, performance standard(s) and timeframe(s) are defined in the Solicitation Document. Tenders are typically awarded to the compliant Bidder with the lowest cost.

- An RFP is an alternative to the RFT, normally for the provision of Services, complex Goods or Construction, and allows the Bidder to propose a solution to the City's requirements, which may include providing unique skills. The selection of the successful Supplier is based on the evaluated overall Best Value to the City as defined via the specifications set out in the Solicitation Document.

An RFT shall be used where all of the following criteria apply:

- Two or more Suppliers are considered capable of supplying the Deliverables;
- Price is the only determining criterion;
- Market conditions are such that Bids can be submitted on a common pricing basis;
- It is intended to accept the lowest priced compliant tender without negotiations.

Should those criteria not apply, another procurement method approved by Department Manager will be used in place of the RFT.

For both RFTs and RFPs, the Purchaser shall provide to the Department Manager a purchase requisition form for approval containing the relevant specifications, terms and conditions for Procurement of the Deliverables.

A resulting Procurement requires approval as listed in **Appendix B- Procurement Authority Matrix**.

The Deliverables shall be purchased through the issuance of a Purchase Order or a formal Contract, as applicable.

#### **5.3.4 Negotiated Competitive Procurement**

In some cases, typically when procuring major and/or complex Deliverables, a traditional RFP with specific requirements may not be possible, or beneficial for the City. This includes projects where a range of alternative proposed methods exist to meet the City's needs, while still meeting the basic requirements set out in the Solicitation Document. To make the most efficient and cost-effective use of City resources, and limit the cancelling of RFPs, the City may choose to make use of a Negotiated Competitive Procurement.

The Negotiated Competitive Procurement process builds on the RFP process by including a phase during which shortlisted proponents engage in private dialogues with the City's evaluation committee members prior to submitting a best and final offer. The Negotiated Competitive Procurement steps will follow the RFP steps outlined in this policy with the following changes:

- The RFP must state that a Negotiated Competitive Procurement process will be used.
- A short-list of Bidders will be established based on evaluation criteria in the RFP.
- Discussions/negotiations will be initiated with each Bidder regarding the Negotiated Competitive Procurement process, issues and concerns about the requirements set out in the RFP, and each Bidder's specific proposal.
- Following these structured discussions, all Bidders will be requested to provide their best and final offers.
- Revised proposals will be evaluated using the original evaluation criteria and evaluation team members.

The following will apply to all Negotiated Competitive Procurements:

- All Negotiated Competitive Procurements must be approved by the CAO and led by the Department Manager, with the involvement of staff of the Department procuring the Deliverable.
- No negotiations will take place unless the possibility of negotiations is expressly noted in the RFP Solicitation Document.
- Areas open for negotiation will be limited to areas chosen by the City.

- All proposals provided and subsequent negotiations will be treated confidentially; the City will ensure Bidders will not have access to another Bidder's proposal or Bid.
- All proponents will be treated equally throughout the process. Any changes or modifications made to requirements will be shared equally with all Bidders engaged in the competition.
- All shortlisted proponents will be provided with an equal chance to provide a best and final offer.

#### **5.3.5 Bid Evaluation**

The Evaluation team will evaluate all Bids to confirm compliance with the requirements set out in the Solicitation Document.

An evaluation team will be formed comprising at least two staff members, one of which will be the manager of the Department requisitioning the Deliverables. The evaluation team will conduct the evaluation of Bids in accordance with the evaluation methodology set out in the Solicitation Document.

In the case of a Negotiated Competitive Procurement, the evaluation team will form part of the negotiation team.

#### **5.3.6 Local Preference in Price-Based Competitive Procurements**

In a price-based Competitive Procurement where the total purchase price up to \$100,000 and the Local Business's Bid meets the requirements set out in the Solicitation Document, the City will give preference to Procurement from a Local Business as follows:

- For Procurements valued at \$50,000 to \$100,000, where the Local Business's total Bid price is not more than 3% higher than the lowest compliant non-local Bid price;
- For Procurements valued at \$10,000 to \$49,999.99, where the Local Business's total Bid price is not more than 5% higher than the lowest compliant non-local Bid price; and
- For Procurements valued under \$10,000, where the Local Business's total Bid price is not more than 10% higher than the lowest compliant non-local Bid price.

#### **5.3.7 Cooperative (joint) Procurement**

The Department Manager may make cooperative purchasing arrangements with other municipalities or public authorities under which particular Deliverables may be acquired by the City in conjunction with such other partners at a lower overall cost than they might otherwise achieve were they to proceed independently.

Because the cooperative arrangements may require the cooperation of multiple organizations with differing purchasing procedures, deviations from the requirements of this policy are permitted in such cooperative arrangements provided that the principles set forth in this policy are fully respected.

Where the Department Manager has effected cooperative purchasing arrangements, Departments shall acquire the associated Deliverables in accordance with such cooperative arrangements and not otherwise.

#### **5.4 Non-Competitive Procurement Methods**

Situations will arise where use of a Competitive Procurement Process is not practical or possible. Any consideration to use a non-competitive selection process must be taken carefully and with an honest view of the conditions surrounding the purchase.

Note that the following situations will not be considered valid reasons for Non- Competitive Procurement:

- Where a Purchaser simply has a preference for a particular brand or supplier;
- Where insufficient time was allowed for the normal Procurement process to occur, or where there was a lack of planning for the purchase; and/or

- Where a Supplier is chosen solely because they were already engaged in the past to provide similar Deliverables.

A Notice of Intent to Award should be posted publicly for a minimum of seven days prior to contracting a Non-Competitive Procurement (except in the case of an Emergency) when the value of the total Contract would be more than \$50,000.

#### **5.4.1 Procurements in an Emergency**

When a Department Manager is of the opinion that an Emergency warrants a non-competitive, Single Source Procurement for Deliverables necessary to respond to and remedy the situation, the Department Manager may authorize such a Procurement of Deliverables necessary to respond to and remedy the situation and may award the necessary Contract provided as per the authority in Appendix B.

If a list of pre-qualified Suppliers is available, it will be used to select the Supplier.

Where the extent or severity of the Emergency warrants a non-competitive Single Source Procurement likely to be in excess of Managers approval authority listed in Appendix B, the CAO may award the necessary Contracts for the purchase of such Deliverables as considered necessary to remedy the situation without regard to the requirement for a bid solicitation provided that the CAO is satisfied that adequate funds may be appropriated from accounts within the Council approved budgets.

#### **5.4.2 Single Source Procurement**

Single Source Procurement may be used if the Deliverables are available from more than one source, but there are valid and sufficient reasons for selecting one Supplier in particular, as follows:

- An attempt to acquire the required Deliverables using a Competitive Procurement Process has been made in good faith, but has failed to identify more than one willing and compliant Supplier;
- The nature of the requirement is such that it would not be in the public interest to solicit competitive Bids, as in the case of security or confidentiality matters;
- Construction, renovations, repairs, maintenance etc. in respect of a building leased by the City
- may only be done by the lessor of the building, in accordance with a lease agreement;
- The required Deliverables are to be supplied by a particular Supplier having specialized knowledge, skills, expertise or experience;
- Goods are purchased under circumstances which are exceptionally advantageous to the City, such as in the case of a bankruptcy or receivership;
- It is advantageous to the City to acquire the Deliverables from a Supplier pursuant to a procurement process conducted by another public body;
- It is advantageous to the City to acquire the Deliverables directly from another public body or public service body;
- Another organization is funding or substantially funding the acquisition and has determined the Supplier, and the terms and conditions of the commitment into which the City will enter are acceptable to the City;
- The acquisition is for a particular brand of Deliverables that are intended solely for resale to the public and no other brand is desirable and the brand is not available from any other source;
- Where due to abnormal market conditions, the Deliverables required are in short supply; or
- The acquisition is for entertainment at a City event.

#### **5.4.3 Sole Source Procurement**

Sole Source Procurement may be used if the Deliverables are available from only one Supplier by

reason of:

- Statutory or market-based monopoly;
- A Competitive Procurement Process is precluded due to the application of any Act or legislation or because of the existence of patent rights, copyrights, technical secrets or controls of raw material, and no alternative exists;
- The Deliverable (item, service, or system) is unique to one Supplier and no alternative or substitute exists; or
- There is a need for compatibility with Deliverables previously acquired or the required Deliverables will be additional to similar Deliverables being supplied under an existing Contract (e.g., warranty extension, compatibility with an existing technical system, or renewal of software licences).

#### **5.4.4 Authorization of Single Source and Sole Source Procurements**

Approvals required for the use of Single Source and Sole Source Procurements as per authority in **Appendix B- Procurement Authority Matrix**.

### **5.5 Other Procurement Methods**

The following methods of Procurement may be used.

#### **5.5.1 Gathering Information**

##### **a) Request for Information (RFI)**

The purpose of an RFI is to gather general supplier or product information and gather information regarding the interest of the supplier community for a potential business opportunity. This method may be used when researching a contemplated Procurement and the characteristics of an ideal solution are still unknown.

Responses to an RFI typically contribute to the Competitive Procurement Process, are non-binding, and may lead to an issuance of an RFX. An RFI should be utilized for resolving targeted questions about the required acquisition, market sounding, seeking combinations of industry leading practices, suggestions, expertise and reciprocate concerns and additional questions from respondents. The information collected may also facilitate the selection of the best method of Procurement.

##### **b) Request for Pre-Qualifications (RFPQ)**

An RFPQ is used to gather information regarding Suppliers' capability, capacity and qualifications, with the intention of creating a list of pre-qualified Suppliers. An RFPQ is not a legal offer to contract but only an invitation for suppliers to make offers to the City.

This process is intended to reduce effort devoted to the Competitive Procurement Process and may be considered in the following circumstances:

- The work will require substantial project management by the City and could result in a significant cost to the City if the Supplier is not appropriately experienced.
- The Deliverables to be purchased must meet national safety standards.
- The work involves complex, multi-disciplinary activities, specialized expertise, equipment, materials or financial requirements.
- There could be substantial impact on the City's operations if the work is not satisfactorily performed the first time.
- Any other circumstances deemed appropriate by Department Manager.

An RFPQ shall be provided to potential Suppliers that establishes the criteria for pre-qualification, which may include, but are not limited to:

- Experience on similar work (firm and staff assigned);
- References provided from other customers for similar work;
- Verification of applicable licences and certificates;
- Health and safety policies and staff training; and/or
- Financial capability.

The time frame during which pre-qualification will apply may vary depending on the Deliverable. The RFPQ will state the duration of the resulting pre-qualification list.

**c) Request for expression of interest (RFEOI)**

An RFEOI is used to help assess interest in a particular project when the number of players, market size, or approach to solving a problem is largely unknown. An RFEOI can help in determining the availability of potential Suppliers, compiling a list of Suppliers or determining potential scope of work. An RFEOI may be used as a pre-condition of any Procurement method used by the City.

The receipt of an expression of interest does not create any obligation between the potential Supplier and the City.

**5.5.2 Standing Offer Agreements (SOA)**

An SOA is an acquisition method that may be used when it is anticipated that there will be a repetitive need for Deliverables. SOAs support timely purchases and to allow the City to take advantage of predetermined prices or discounts. An SOA is not a Contract; it is an offer made by the Supplier to supply Goods and/or Services at pre-arranged prices, under specified terms including the time frame during which the SOA will apply.

SOAs should only be set up with suppliers, ordinarily selected using a Competitive Procurement Process subject to the stipulations of this policy, including those for Supplier performance management.

The time frame during which an SOA will apply may vary depending on the Deliverable. The terms of the SOA will state the duration for which it applies.

**5.6 Notification of Procurement Opportunities**

Notification of competitive Procurement opportunities exceeding \$50,000 shall be made by open, electronic tendering means. Competitive Procurement opportunities below this threshold may also be made by means of open, electronic tendering, but it is not obligatory. Notifications should be posted for a minimum of 14 calendar days unless otherwise specified by the Manager.

Notification of competitive Procurement opportunities by means of open, electronic tendering may be complemented by other means where appropriate, e.g., newspaper advertising. If means other than electronic tendering is used for notification of Procurement opportunities, consideration shall be given to ensuring wide dissemination and equal opportunity for Suppliers.

Source lists may be maintained by the on an exception basis for specific Deliverables if open, electronic tendering or other notification means will not notify the specific Supplier community of the opportunity.

**6.0 CONTRACTING**

**6.1 Contract Management**

Once a Procurement award has been completed, whether by Contract, Purchase Order or other form of agreement, the City is legally committed to proceed with the purchase. That commitment



can only be rescinded by applying the contract terms available to do this or with the negotiated agreement of the Supplier. The negotiation process would incur costs for the City, and the likelihood is high that the negotiated agreement would include a financial penalty payable by the City. Such a situation is always to be avoided.

- All Contracts, Solicitation Documents and addenda or amendments thereto, notices of Contract awards, Bonds, letters of credit, notices of intent to Contract, change orders, Purchase Orders, renewals, extensions, and any other forms of commitment and Contracts will be on terms and conditions approved by the CAO. Any material deviation from the approved terms and conditions of any document may require review by the City's legal counsel under the direction of the CAO.
- All Contracts must be endorsed by the Supplier prior to being endorsed by the City.
- Department staff are responsible for any Contract-related documentation, including change documentation and to enable Contract changes to be prepared appropriately.
- Contract durations shall be limited to a maximum of five years, including option years, unless otherwise approved by the CAO.
- The award of a Contract may be made by way of an agreement or a Purchase Order.
  - A Purchase Order is to be used when the resulting Contract is straight forward and will contain the City's standard terms and conditions.
  - A formal agreement is to be used when the resulting Contract is complex and will contain terms and conditions other than the City's standard terms and conditions.
- It shall be the responsibility of the Department Manager, to determine if it is in the best interest of
- the City to establish a formal agreement with the Supplier.
- Where a formal agreement is required, as a result of the award of a Contract by delegated authority, the CAO shall execute the agreement in the name of the City.
- The Executive Assistant will maintain all records and relevant supporting documents for Procurement Contracts in accordance with the City's records management authorities and practices.

## **6.2 Exercise of Contract Renewal Options**

Where a Contract contains an option for renewal, the appropriate manager based on the contract value, may authorize to exercise such option provided that:

- The Supplier's performance in supplying the Deliverables is considered to have met the requirements of the Contract; and
- The Manager agrees that the exercise of the option is in the best interests of the City.

Where a Contract contains no option for renewal, the Manager may extend the Contract for a period of time no greater than one year from the date of expiration provided that **all** of the following conditions are met:

- The Supplier's performance has met or exceeded the requirements of the Contract;
- Inflationary increases for Contract renewal shall be limited to the annual Consumer Price Index for Whitehorse, Yukon, unless the Supplier can demonstrate that the Supplier's costs have increased significantly from the original Contract price and the Supplier's cost increases can be independently verified by the City.

## **6.3 Contract Amendments and Revisions**

No amendment or revision, including price to a Contract shall be made unless the amendment is in the best interests of the City and provided to the CAO.

Purchasers may authorize amendments to Contracts provided that the total amended value of the Contract, including all cumulative changes, is within the approval authority of the Purchaser. Where expenditures for the proposed amendment combined with the price of the original Contract exceeds Purchaser authority, the change must be escalated to the authority authorized to approve the total value.

#### **6.4 Guarantees of Contract Execution and Performance**

The Solicitation Document may require that a Bid be accompanied by a Bond or other similar security to guarantee entry into a Contract. In addition, the successful Supplier may be required to provide:

- A performance Bond to guarantee the faithful performance of the Contract; and/or
- A payment Bond to guarantee the payment for labor and materials to be supplied in connection with the Contract.

Ordinarily, the City will require a Bond for Construction Contracts valued at \$250,000 or higher.

The Purchaser may select the appropriate methods to guarantee execution and performance of the Contract. Methods may include one or more of, but are not limited to, financial Bonds or other forms of security deposits, provisions for liquidated damages, progress payments, and holdbacks.

The Purchaser shall ensure that the guarantee methods selected will:

- Not be excessive but sufficient to cover financial risks to the City;
- Provide flexibility in applying leverage on a Supplier so that the penalty is proportional to the deficiencies; and
- Comply with applicable statutes and regulations.

Financial Bonds for Contract performance shall only be required where the City will be exposed to costs if the Supplier does not complete the requirements of the Contract.

### **7.0 OTHER PRACTICES**

#### **7.1 Fairness Monitoring**

The Manager, through its involvement in and monitoring of the Procurement process and practices, generally has the responsibility to oversee that Procurements are conducted in a fair and consistent manner, free of conflict and/or bias.

However, when planning a specific Procurement, the City may consider the use of an independent Fairness Monitor where an enhanced assurance of fairness is desired. This will generally be reserved for complex Procurements, typically, although not always, with a high value. A staff request to hire a Fairness Monitor must be documented, with a supporting rationale, and must be approved by the CAO. Council may also require the use of a Fairness Monitor.

Where the use of a Fairness Monitor can be anticipated, the associated cost should be included in the project budget. Otherwise, a budget amendment may be required.

#### **7.2 Supplier Management**

A Department Manager may monitor and document annually the performance of Suppliers providing Deliverables with a value greater than \$50,000. Department Managers/Purchasers will be responsible to document Supplier performance in the Contract file by means of a Supplier performance evaluation form.

The Department Manager shall document evidence and provide to the CAO in writing where the performance of a Supplier has not satisfactorily met Contract specifications, or for health and safety violations.

In the event of poor Supplier performance, the Department Manager/Purchaser will develop a Supplier performance corrective action plan, with the participation of the Supplier, in an effort to bring performance back to an acceptable level. If acceptable performance is not restored, the CAO may take appropriate action to reduce risk to the City, including terminating a Contract, and prohibiting the unsatisfactory Supplier from bidding on future Contracts.

Supplier performance records will be posted internally on the City's intranet for three years and shall be reviewed by all Department Managers or Purchasers prior to the acceptance of any Bid. A Bid received from a Supplier whose performance is deemed unsatisfactory will not be accepted, unless otherwise approved by the CAO.

For the purposes of this section, the term "Supplier" may include any principal, director or officer of that Supplier, whether submitting Bids directly or indirectly through another legal entity.

### **7.2.1 Exclusion of Suppliers**

The City may, in its absolute discretion, exclude a Supplier from participating in a Procurement process or reject a Supplier's Bid, providing the Supplier with a written explanation for the exclusion and setting out applicable terms, if:

- The Supplier has failed to demonstrate that it has met the requirements of a performance corrective action plan intended to bring performance back to an acceptable level or other Supplier management plan initiated by the City;
- The Supplier has failed to declare a potential Conflict of Interest when responding to a Solicitation Document; and/or
- The Supplier, or any of its officers or directors has been engaged in, or is currently engaged in, directly or indirectly, a lawsuit against the City, its employees or elected officials or appointed officers in relation to:
  - any other Procurement process;
  - any other Contract for Deliverables; and/or
  - any matter arising from the City's exercise of its powers, duties, or functions.

A Supplier subject to such an exclusion may apply to City Council for a review of the exclusion.

### **7.3 Bid Dispute Resolution**

All Bidders shall have an opportunity to advise the Purchasing Department Manager or contact as listed on the bid documents, prior to the deadline of the enquiries as outlined in the Solicitation Document, if a Bidder needs to address any discrepancies, errors, concerns and/or omissions in the Solicitation Document, or if they have any questions or clarifications needed.

After the award of the Contract, Bid challenges pertaining to those matters shall not be considered by the City.

Suppliers who have submitted an unsuccessful Bid in a Procurement process will be offered the opportunity for a debriefing. The goal of the debriefing is to assist Suppliers in improving their proposals for future projects. The debriefing will only discuss the Supplier's point rating in the Bid evaluation. Areas for improvement will be discussed on a comparative basis only, without divulging the point values of other Suppliers or any proprietary information. Debriefings may be either verbal or written at the discretion of the Department Manager.

In the instance of a Bid dispute which has not been resolved through a Supplier debrief, the City shall put into place a Bid challenge panel to review the Bid dispute, comprising:

- Department Manager requesting the Procurement;
- The CFO
- Any other party deemed appropriate which may include an independent, non-City employee.

The Bid challenge panel's responsibilities include, but are not limited to, reviewing and making decisions on Bid irregularities or other issues pertaining to a Bid.

## **REPEAL OF EXISTING POLICY**

The Procurement Policy #14-02 adopted by Council resolution C14-23-22-, including all amendments thereto, is hereby repealed as of \_\_\_\_\_

**POLICY TITLE:** *Procurement Policy*

**POLICY #:** 2021-03

**EFFECTIVE DATE:** (insert date)

**ADOPTED BY COUNCIL ON:** (insert date)

**RESOLUTION #:** C21-XX-XX

\_\_\_\_\_  
Wayne Potoroka, Mayor

\_\_\_\_\_  
Cory Bellmore, CAO

## **Appendix A – Items Exempt from this Procurement Policy**

The purchasing methods described in the Procurement Policy do not apply to the following:

1. Councillor/Employee Training and Education
  - a) Registration, accommodation and tuition fees for conferences, conventions, courses and seminars
  - b) Magazines, books and periodicals
  - c) Memberships
  - d) Staff development or workshops
2. Refundable Councillor/Employee Expenses
  - a) Advances
  - b) Meal allowances
  - c) Travel
  - d) Miscellaneous expenses
3. Employee/Employer's General Remittances/Expenses
  - a) Payroll deduction remittances
  - b) Council/Committee/Employee remuneration
  - c) Licences/Memberships
  - d) Agencies
  - e) Damage claims
  - f) Insurance premiums
4. Other
  - a) Levies
  - b) Utilities
  - c) Postage
  - d) Bailiff or collection agencies
  - e) Licensing
  - f) Any payments required to be made by the City under statutory authority
  - g) Inventory for resale (sale price of items is under \$25)
  - h) Banking and Investment service fees
  - i) Debt payments
  - j) Borrowing/debt arrangements including leases
  - k) Payment of damages or settlements
  - l) Petty cash replenishments
  - m) Insurance
  - n) Legal services
  - o) Hiring of negotiators, internal investigators, or actuaries
  - p) Property assessments

## **Appendix B – Procurement Authority Matrix**

Applicable taxes and duties shall be excluded in determining the Procurement limit of the Approval Authorities listed below. An Approval Authority may authorize a delegate subject to section 3.4.4 of this policy.

<b>Dollar Value</b>	<b>Tool / Procurement Process</b>	<b>Approval Authority (lowest level)</b>	<b>Policy Section</b>
Petty Cash Under \$100	Petty Cash Voucher	Department Manager	5.2
Under \$10,000	Purchasing Card Purchase Order	Department Manager	5.2
\$10,000 to \$25,000	Informal Quotation(3 written quotes)/Invitational competition	Department Manager	5.3.1
\$25,000 to \$50,000	RFQ / RFP / Negotiated Competitive Procurement	CAO	5.3.2 5.3.4
Greater than \$50,000	RFP / RFT/ Negotiated Competitive Procurement	Council	5.3.3 5.3.4
Under \$10,000	Single Source or Sole Source	Department Manager <b>and</b> CFO	5.4.4
\$10,000 to 50,000	Single Source or Sole Source Notice of Intent to Award	Department Manager <b>and</b> CAO	5.4.4
Greater than \$50,000	Single Source or Sole Source Notice of Intent to Award	Council	5.4.4
Under \$30,000	Emergency Procurement	Department Manager	5.4.1
Greater than \$30,000	Emergency Procurement	CAO	5.4.1
Total cumulative value under \$10,000	Contract Amendment / Revision	Department Manager <b>and</b> CFO	6.3
Total cumulative value greater than \$10,000 to \$25,000	Contract Amendment / Revision	CAO	6.3
Total cumulative value greater than \$25,000 to \$50,000	Contract Amendment / Revision	CAO	6.3
Total cumulative value greater than \$50,000	Contract Amendment /Revision	Council	6.3



# City of Dawson

## Arts and Culture Policy

### #2021-04

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## 1.00 POLICY STATEMENT

- 1.01 The City of Dawson is dedicated to enhancing Arts and Culture as an integral part of our community. The City of Dawson's goal is for a vibrant, dynamic arts and cultural community as identified in the municipal Sustainability Plan and Official Community Plan. The City of Dawson recognizes that arts and culture is an essential part of the community's growth and overall good health. The City of Dawson supports and encourages arts and culture through policy development, advocacy, education and financial support. The goal is to help individuals; groups and organizations realize their full creative, social and economic potential to the greater benefit of all citizens.

## 2.00 PURPOSE

- 2.01 The Arts and Culture Policy provides a clear framework within which the City of Dawson will define and take action on its commitment to support arts and culture in the city.

## 3.00 DEFINITIONS

- (a) "Arts" shall include design arts, visual and performing arts, music, literary arts, electronic arts, communications and media, crafts, festivals and events.
- (b) "city" means the City of Dawson;
- (c) "council" means the Council of the City of Dawson.
- (d) "Culture" shall include arts, built and natural heritage, the history of the area, ethno-cultural identity and expression, language and literacy, urban design, artistic expression and creativity in all sectors of the economy and the community.

The City of Dawson also recognizes that The United Nations Education, Scientific and Cultural Organization (UNESCO) defines culture as:

- 1. *The practices, representations, expressions, knowledge, skills—as well as the instruments, objects, artifacts and cultural spaces associated therewith—that communities, groups and, in some cases, individuals recognize as part of their heritage.*



- II. *This intangible cultural heritage, transmitted from generation to generation, is constantly recreated by communities and groups in response to their environment, their interaction with nature and their history, and provides them with a sense of identity and continuity, thus promoting respect for cultural diversity and human creativity.*
- III. *Culture comprises the whole complex of distinctive spiritual, material, intellectual and emotional features that characterize a society or social group, and includes not only arts and letters, but also modes of life, fundamental rights of human beings, value systems, traditions and beliefs.*

## **4.00 VISION**

4.01 The city's vision for Arts and Culture includes:

- (a) The City of Dawson as a vital arts and cultural centre, a source of pride for the residents and a recognized arts and culture destination.
- (b) Opportunities and access to arts and culture as the right of every person.
- (c) Recognition of the value, creativity and imagination as necessary to a vibrant, developing community; supporting the development of human imagination through arts, culture and education.
- (d) Arts and cultural festivals and events throughout the year to enrich and enhance our downtown, neighborhoods, parks, public spaces and places of work and as a valuable economic engine for our community.
- (e) Our evolving identity as a sense of place, heritage, innovation, diversity and inclusiveness, celebrated and explored through the arts.
- (f) Long-term investment and collaborative planning that sustain the city's cultural health and the strength of its vital cultural organizations; where support for our arts community promotes the City of Dawson as a significant arts destination sustaining artists and cultural institutions into the future.

## **5.00 PRINCIPLES**

5.01 The following principles are adopted by the city and shall be considered in the development of any arts and culture program or project.

(a) Importance of Arts and Culture

- I. Arts and Culture will be recognized, nurtured, encouraged and promoted as an integral part of life in Dawson.
- II. Arts and Culture is a fundamental core component of community identity, and contributes strongly to community quality of life.
- III. Arts and Culture is important as it encompasses many elements, including arts, built and natural heritage, the history of the community, ethno-cultural expression, language and literacy, urban design, artistic expression, and creativity in all sectors of the economy and the community.
- IV. Dawson's unique cultural assets and identity strengthen the community as a cultural tourism destination, supporting and enhancing other attractive features of the City.
- V. Dawson's arts and cultural activity, organizations, resources and products are key elements for educating residents and visitors.

(b) Sustainability and Growth of Arts and Culture

- I. A vibrant arts and culture sector helps to attract and retain creative, entrepreneurial, skilled, committed and enthusiastic businesses, workforce, and volunteers.
- II. An environment supportive of creativity is a catalyst for innovation and imagination, inspiring renewal, growth, prosperity and vitality.
- III. The arts and culture community is comprised of a diverse group of artists, artisans, organizations, arts and cultural workers and volunteers who are involved in the creation, production, presentation and distribution of arts and culture. Whether professional, semi-professional or non-professional, all are important and valued.
- IV. As an advocate and steward of arts and culture in Dawson, the City will strive to create an environment in which the arts and cultural community can be sustained and nurtured through economic investment and cultural renewal.
- V. Cultural identity is important to providing a framework for sustainability. A community that embraces and protects its sense of identity is able to respond to the evolving dynamics and needs of its citizens both young and old.
- VI. Growth of a vibrant arts and culture community requires strategic partnerships with private and public investors, and alliances between the for-profit and not-for-profit sectors.

(c) Municipal Support

- I. The City of Dawson is committed to investing in Arts and Culture and endorses the following:
- i. Support of artistic and cultural activities may be represented by financial or other resources.
  - ii. By virtue of funding or other support, including advocacy efforts with other groups, the City lends groups, artists and not-for-profit organizations credibility and accountability. This recognition raises the status of artists, projects and organizations in the eyes of potential supporters, funding groups, levels of government and the private sector.
  - iii. Recognition through financial and other resources encourages capacity building of events, activities and programs within the community.
  - iv. Public spaces can often be enhanced by the presence of public art.
  - v. It is important to provide cultural organizations with support and assistance, in a pro-active manner, for promotion; when appropriate, use of public land; advertising; and marketing of cultural opportunities, activities and happenings in Dawson for residents and visitors.
  - vi. Council, by resolution, may appoint a writer laureate for the community for a term not to exceed two years.

**POLICY TITLE:** *Arts & Culture Policy*

**POLICY #:** 2021-04

**EFFECTIVE DATE:**

**ADOPTED BY COUNCIL ON:**

**RESOLUTION #:**

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*Name of Presiding Officer, Title*  
**Presiding Officer**

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*Name of CAO (or designate), Title*  
**Chief Administrative Officer**



# **MONTHLY POLICING REPORT July, 2021**

## **Dawson City RCMP Detachment “M” Division Yukon**



The Dawson City RCMP Detachment responded to a total of 255 calls for service during the month of July, 2021.

OCCURENCES	July, 2021	Year to Date 2021	July, 2020	Year to date 2020	Year Total 2020
Assaults (all categories)	7	51	7	33	52
Sexual Assault	0	7	0	3	6
Break and Enter	2	9	2	4	13
Thefts (all categories)	8	29	12	33	56
Drugs (all categories)	5	17	0	16	28
Cause A Disturbance	11	53	6	38	70
Mischief	26	96	11	90	144
Impaired Driving	8	28	5	25	33
Vehicle Collisions	4	25	3	25	44
Mental Health Act	1	24	1	26	42
Assistance to General Public	10	36	7	57	81
Missing Persons (Search and Rescue) and Missing	9	11	2	13	28
Wellbeing Checks	11	36	3	46	74
Check Stops (represents the actual number of check stops)	0	12	0	39	42
Other Calls for Service	158	748	63	448	1133
<b>Total Calls for Service</b>	<b>255</b>	<b>1182</b>	<b>122</b>	<b>1007</b>	<b>1846</b>
<b>Total Criminal Code Charges</b>	<b>5</b>	<b>100</b>	<b>1</b>	<b>37</b>	<b>69</b>
<b>Total Liquor Act/MVA/CEMA Charges</b>	2 Liquor Act 6 MVAct 1 CEMA	13 MVAct 5 Liquor Act 7 CEMA 1 Campground Act		6 MVAct	9 Motor Vehicle Act

PLEASE NOTE: The statistic numbers in the report may change monthly as file scoring is added, deleted or changed. This occurs as investigations develop resulting in additional charges or proving an incident to be unfounded.





**Dawson City RCMP members participating in boat training.**

	July, 2021	Year to Date 2021 Total	July, 2020	Year Total 2020
Prisoners held locally	3	28	3	44
Prisoners remanded	3	8	1	2
Total Prisoners	6	36	4	46

Justice Reports	July, 2021	Year to Date 2021	July, 2020	Year Total 2020
Victim Services Referrals Offered	11	57	4	54
Youth Diversions	1	3	0	1
Adult Diversions	0	0	0	2
Restorative Justice Total	1	3	0	3

## **Annual Performance Plan (A.P.P.'S) Community Priorities**

Community approved priorities are:

- (1) Substance Abuse
- (2) Road Safety
- (3) Youth Initiatives
- (4) Attendance at THFN and Community Events
- (5) Restorative Justice

### **(1) Substance Abuse**

The warm weather has led to a noticeable increase in use of public spaces by locals and tourists alike. Dawson City RCMP have continued to show a regular presence in identified “hot spots” around the Front Street and downtown areas to deter alcohol consumption in public, and have issued written warnings and/or violation tickets as deemed appropriate. Members continue to receive positive feedback from patrons regarding the frequent bar checks being conducted.

### **(2) Road Safety**

The streets of Dawson City became increasingly busy this month with the steady rise in out-of-territory visitors. M Division Traffic Services conducted a mid-month traffic-safety blitz, and the increased police presence appeared to slow the pace of traffic in town. Members also noted an increase in off-road vehicle complaints – although education remains a primary point of focus, a number of traffic stops with these vehicles resulted in citations being issued. Finally, it is worth noting the Dempster Highway patrol yielded more positive feedback from road workers and regular motorists alike.

### **(3) Youth Initiatives**

No formal activities took place this month, with a planned youth Enduro bike event postponed due to COVID-19. A number of youth who had participated in the bike rodeo earlier this summer received “positive tickets” for continuing to follow the safety rules they had learned at the event. Members also began conducting focused patrols in the alleyway between Front St and Second Ave after receiving multiple complaints of a group of youth regularly loitering in the area and causing property damage, littering and being belligerent with business owners. Members continue to work with the youth, encouraging them to congregate in a public-use areas. Members also impressed the importance of being respectful of these areas as well as other users sharing the space.

### **(4) Attendance at THFN and Community Events**

In addition to its regular engagements, Dawson City RCMP played part in



organizing a unique event for the area. Cst. Josh TOWER played a major role in organizing Dawson City's first Enduro bike event, highlighting the community as an up-and-coming destination for mountain bike enthusiasts. Unfortunately, this has been postponed until August due to COVID-19.

(5) Restorative Justice

The Dawson City RCMP have put forward three referrals for pre-charge Restorative Justice, stemming from two incidents of property crime. All parties appear to be on-board and engaged with the process in its initial stages.

Kindest regards,

Cst. Marc TREMBLAY

For

S/S/M Rob MORIN  
N. C. O. In Charge  
Dawson City RCMP-GRC  
Box 159  
Dawson City, Yukon Y0B 1G0