

THE CITY OF DAWSON



COMMITTEE OF THE WHOLE MEETING #CW20-02

DATE: WEDNESDAY, JANUARY 29, 2020

TIME: 7:00 PM

LOCATION: Council Chambers, City Office

1. **CALL TO ORDER**
2. **ACCEPTANCE OF ADDENDUM & ADOPTION OF AGENDA**
 - a) Committee of Whole Agenda CW20-02
3. **SPECIAL MEETING, COMMITTEE, AND DEPARTMENTAL REPORTS**
 - a) Request for Decision RE: Minto Park and Victory Gardens Transfer of Title
4. **BYLAWS & POLICY**
 - a) Draft Art Procurement Policy
5. **CORRESPONDENCE**
 - a) Alain Derepentigny RE: Mammoth Donation
6. **PUBLIC QUESTIONS**
7. **INCAMERA SESSION**
 - a) Land and Legal Related Matters
8. **ADJOURNMENT**

Report to Council



For Council Decision For Council Direction For Council Information

In Camera

AGENDA ITEM:	Minto Park and Victory Gardens Transfer of Title	
PREPARED BY:	Libby Macphail, A/CDO	ATTACHMENTS: 1. Draft Permanent Road Closure Bylaw 2. Draft Easement Agreement
DATE:	January 21, 2020	
RELEVANT BYLAWS / POLICY / LEGISLATION:	Land Titles Act	

RECOMMENDATION

It is respectfully recommended that Council direct administration to:

1. Prepare a Permanent Road Closure Bylaw for first reading to close the lane adjacent to Block 3 Government Reserve (Minto Park);
2. Prepare an Easement Agreement for the underground utilities that run under Block 3 Government Reserve (Minto Park) for Block 22 Government Reserve (The Hospital);

For the purposes of facilitating a transfer of title of Block 3 & 5 Government Reserve (Minto Park and the Victory Gardens) from Yukon Government to the City of Dawson.

ISSUE / PURPOSE

Yukon Government wished to transfer over Blocks 3, 4, 5, and 22 over to its respective operators, but the project was stalled. The City of Dawson is to receive Blocks 3 & 5 Government Reserve (Minto Park and the Victory Gardens), but a lane closure and easement agreement are required to be finalized before the transfer can be completed.

BACKGROUND SUMMARY

In 2014, the Blocks 3, 4, 5, and 22, Government Reserve (Minto Park, the Dawson City Museum, Victory Gardens, and the Hospital, respectively) were resurveyed with the intent of raising title to these lots to give to their respective operators. It was assumed by City Staff that the title had been transferred, but it was discovered in 2016, when the Minto Ball Field work was delayed, that this was not the case. The title wasn't raised for two reasons:

1. The Lane, registered under Survey 62451 CLSR YT, was not closed and properly consolidated.
2. An Easement Agreement was not signed with Yukon Hospital Corporation, to address the underground utilities that run underneath Minto Park.

ANALYSIS / DISCUSSION

Step 1. Close the Remainder of the Lane adjacent to Block 3 (Minto Park).

One of the reasons the transfer was not completed was that Yukon Government Lands requested that the City provide a copy of the bylaw authorizing the closure of the lane adjacent to Block 3. To the best administration has been able to determine, this bylaw does not exist and the lane has not been closed, and the lane is still registered on Survey 62451 CLSR YT. In order to resolve this, the lane should be closed and


consolidated onto Block 3 Government Reserve so that there are no unusable, undevelopable pieces of land.

Step 2. The City of Dawson and the Yukon Hospital Corporation Sign an Easement Agreement for the YHC underground utilities that run underneath Block 3 (Minto Park).

The second reason the transfer was not completed was that some of the Hospital's underground utilities run underneath Block 3 & 4, Government Reserve. In order to protect the interests of all parties, an easement agreement is required to be signed between the City of Dawson and the Yukon Hospital Corporation.

Step 3. Raise Title to Block 3 & 5 (Minto Park and the Victory Gardens) with Yukon Government, register the survey plan and easement documents.

Once the Lane is properly closed by Bylaw and provided to the Land Titles Office, and the City of Dawson and the Yukon Hospital Corporation sign their easement agreement, this will allow for Yukon Government to transfer the title of Minto Park and the Victory Gardens, register the survey plan already completed (#2016-0073), and register the easement agreement at the same time.

APPROVAL	
NAME: Cory Bellmore, CAO	SIGNATURE: 
DATE: 24-01-2020	



THE CITY OF DAWSON

Bylaw No. 2020-XX

WHEREAS pursuant to the provisions of Section 272 of the Municipal Act provides for jurisdiction over all highways within the limits of the municipality;

WHEREAS Section 276 (1) of the Municipal Act makes provision to permanently close a municipal highway or any portion thereof;

WHEREAS all adjacent properties are either owned by the applicant or under consideration for sale to the applicant, thus satisfying City of Dawson Policy #3: Maintenance of Alleys;

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

PART I - INTERPRETATION

1.00 Short Title

This bylaw may be cited as the “**2020 Permanent Road Closure Bylaw No. X.**”

Purpose

The purpose of this bylaw is to close the laneway adjacent to Block 3 Government Reserve.



THE CITY OF DAWSON

Bylaw No. 2020-XX

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	4
5.00 Severability	4
6.00 Enactment	4
7.00 Bylaw Readings.....	4
PART IV – APPENDIX (APPENDICES)	5



THE CITY OF DAWSON

Bylaw No. 2020-XX

Return to Table of Contents

Definitions

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) “CAO” means the Chief Administrative Officer for the City of Dawson;
- c) “city” means the City of Dawson;
- d) “council” means the council of the City of Dawson.

PART II – APPLICATION

Amendment

4.01 The Laneway adjacent to Block 3 Government Reserve be closed as indicated on the area map attached as “Appendix 1” to this Bylaw, subject to the following conditions:

- a. Council shall pass first reading and proceed to public consultation and public hearing phase
- b. Council shall give notice of its intention to pass this Bylaw by posting notice a reasonable amount of time ahead of the Public Hearing date scheduled to hear submissions on this Bylaw.
- c. Council shall at the end of the notice period referred to in section 3 and prior to giving third and final Reading to the Bylaw, hold a Public Hearing regarding this Bylaw.
- d. The applicant shall register at the Land Titles Office a plan that shows the closure.



THE CITY OF DAWSON

Bylaw No. 2020-XX

Return to Table of Contents

PART III – FORCE AND EFFECT

Severability

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.

Enactment

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

Bylaw Readings

Readings	Date of Reading
FIRST	
PUBLIC NOTICE	
PUBLIC NOTICE	
PUBLIC HEARING	
SECOND	
THIRD and FINAL	

Wayne Potoroka, Mayor
Presiding Officer

Cory Bellmore, CAO
Acting Chief Administrative Officer

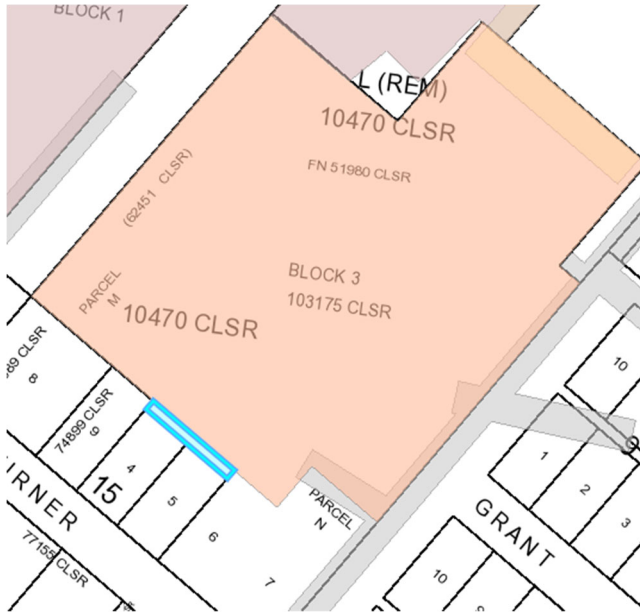


THE CITY OF DAWSON

Bylaw No. 2020-XX

PART IV – APPENDIX (APPENDICES)

Appendix 1. Location Map of Laneway Adjacent to Block 3 Government Reserve.



EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT made as of the _____ day of _____ 2020.

BETWEEN:

THE City of Dawson a municipal corporation (the “Grantor”),

AND:

Yukon Hospital Corporation, a body corporate duly incorporated under the laws of the Yukon Territory (the “Corporation”),

WHEREAS:

- A. The Grantor is the registered owner of those lands and premises legally described as:
- Block 3, Government Reserve
Plan 20XX-00XX LTO
Dawson City, Yukon Territory
(the “Lands”)
- B. A portion of the Lands have been set aside for utility easement purposes as shown outlined in red on Schedule “A” attached hereto (the “Easement Area”).
- C. The parties have agreed to enter into this Easement Agreement for purposes of permitting the Corporation to own, lay down, operate, and maintain various utilities in the Easement Area which is the dominant tenement to the public Lands which are the servient tenement.
- D. The City has been authorized to execute this Agreement pursuant to Section 265 of the Municipal Act, providing that Council may pass bylaws for municipal purposes respecting dealings with any real or personal property or any interest in land, buildings or other improvements on land or personal property.

In consideration of the sum of ONE (\$1.00) DOLLAR paid to the Grantor the receipt and sufficiency of which is hereby acknowledged, the parties hereto covenant and agree as follows. THE GRANTOR DOES HEREBY GIVE, GRANT, TRANSFER and MAKE OVER unto the Corporation, its servants, agents, contractors, subcontractors, permittees, licensees, officials and all

others an exclusive right, privilege and easement to use the Easement Area for digging, putting down, taking up, relaying, connecting, disconnecting, constructing, repairing, replacing, maintaining, inspecting and operating sanitary sewer mains and water mains and any other utility lines and systems or any one or more of them, together with the usual and ordinary appurtenances incidental thereto **(all or any one or more of which are referred to in this Agreement as the “Utilities”)** to be laid under the Easement Area and a right of reasonable access to the Easement Area.

1. The right, privilege, and easement hereby granted are subject to the following terms and conditions:
 - 1.1 The term the “Corporation” wherever referred to in this Agreement shall include and shall be interpreted to mean the Yukon Hospital Corporation and its agents and includes servants, workers, contractors, subcontractors, permittees, licensees, officials and all others including without limiting the generality of the foregoing the servants, workers, contractors, subcontractors, permittees, licensees, and officials of the operators of the Utilities.
 - 1.2 The right, privilege and easement of the Easement Area hereby granted shall be for such length of time as required by the Corporation.
 - 1.3 The Corporation shall have the full and free right and liberty to gain access and remain on the Easement Area for the purposes aforesaid and the Corporation may access the Easement Area either on foot. Access by means of vehicles or necessary machines across the Lands requires fourteen (14) days notice to the Grantor.
 - 1.4 Notwithstanding any rules at law or in equity to the contrary, the Utilities will at all times remain the property of the Corporation or the operator of the Utilities notwithstanding that the same may be annexed or affixed to the freehold and will at any time be removable in whole or in part by the Corporation or the operator of the Utilities.
 - 1.5 The Corporation in carrying out any work on the Easement Area will do so only in a proper manner and will cause or do as little damage and inconvenience to the owner or occupier of the Lands, as is possible, and any excavations or workings made or done in connection therewith shall, so far as is reasonably practicable, be restored to its former level land condition.
 - 1.6 The Grantor covenants not to build, erect or maintain nor permit or suffer to be built, erected or maintained on the Easement Area any building or structure, nor to plant or maintain, nor allow or suffer to be planted or maintained, without written prior consent of the Corporation, thereon any trees, shrubs or landscaping which would or could prevent or hinder the exercise by the Corporation of any of the rights herein granted. In the event the Grantor fails to remove the same within thirty (30) days after receipt of notice in writing from the Corporation requiring such removal, the Corporation, in addition to any other right or remedy available to the Corporation, shall have the right, to do all things necessary to remove the same without any liability for damage; and the Grantor shall forthwith pay to the Corporation all costs,

charges and expenses which the Corporation may be put by reason of such removal, which costs, charges and expenses shall be and remain at all times a charge upon and against the Lands.

- 1.7 (a) The Grantor will not do or knowingly permit to be done any act or thing which will interfere with or injure the Utilities and, in particular, will not carry out or permit to be carried out blasting, excavation, drilling or the erection of any foundations, fence, building or any structure on or adjacent to the Easement Area without the consent in writing of the Corporation, provided that such consent will not be unreasonably withheld; and
- (b) The Grantor agrees that the Corporation shall have the right, without the consent of the Grantor, to grant permits or assign licenses to the operators of the Utilities to construct, maintain and operate the Utilities. The Grantor will allow the Corporation, to enter upon the Easement Area without notice and will not interfere with in any way nor prevent any such person coming on the Easement Area for such purposes, provided at all times that access to and exit from the Lands shall not be unreasonably obstructed.
- 1.8 Subject to the Corporation observing and performing the covenants, terms and conditions on its part to be observed and performed, the Corporation may and will hold and enjoy the utility easement herein granted without hindrance, molestation, or interference on the part of the Grantor, and the Grantor, its agents and servants and all others authorized by the Grantor will have and continue to have free access to the Easement Area and the full use and enjoyment thereof subject to the Easement Agreement.
- 1.9 The Corporation shall, at all times hereafter, indemnify and keep the Grantor indemnified against all actions, claims and demands that may be lawfully brought or made against the Grantor by reason of anything done by the Corporation, its servants, agents, contractors, subcontractors, permittees, licensees, officials and all others in the exercise or purported exercise of the rights, privileges and easement hereby granted.
- 1.10 This Agreement shall run with the Lands and no part of the fee of the Lands shall pass to or be vested in the Corporation under or by these presents.
- 1.11 There are no conditions, either subsequent or precedent, except as set forth herein. This Agreement is the entire agreement between the parties and no representations or warranties have been made by the Corporation to the Grantor save those as contained herein. The consideration stated is the sole consideration and inducement for the execution.

- 1.12 The Grantor agrees that the Corporation shall, without the consent of the Grantor, have the right to assign to any person the right to use the Easement Area, in whole or in part, in accordance with the terms and conditions contained in this Agreement.
- 1.13 If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 1.14 Any prior written consent required under or authorized to be given to the Grantor under this Agreement shall be sufficiently given if delivered to the City Community Development Officer by registered mail, postage prepaid, addressed as follows:
- Community Development Officer
City of Dawson
Box 308
Dawson City, Yukon
Y0B 1G0
- 1.15 Any prior written consent required under or authorized to be given to the Corporation under this Agreement shall be sufficiently given if delivered by registered mail, postage prepaid, to:
- Executive Director Corporate Services
Yukon Hospital Corporation
#5 Hospital Road
Whitehorse, Yukon
Y1A 3H7
- 1.16 Whenever the singular or the masculine is used in this Agreement, the same shall be construed as meaning the plural or the feminine or the body corporate or politic where the context or the parties hereto so require.
- 1.17 This Agreement will inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns.
- 1.18 The preamble of this agreement consisting of the recitals therein set forth shall be deemed to be part of this agreement.

IN WITNESS WHEREOF the parties hereto have duly executed this agreement under their seal as of the day and year first written above.

THE CORPORATE SEAL of)
*****)
was hereunto affixed in the presence of:)
)
)
)
)
_____)
Authorized signatory)
)
)
_____)
Print Name and Title of)
Authorized Signatory)

c/s

THE CORPORATE SEAL of)
THE City of Dawson)
was hereunto affixed in the presence of:)
)
)
)
)
_____)
Wayne Potoroka, Mayor)
)
)
)
_____)
John Skilnyk, Chief Administrative Officer)

c/s

**CORPORATE SIGNING AUTHORITY
AFFIDAVIT**

CANADA) I, *****,
)
 YUKON TERRITORY) of the City of Whitehorse, in the Yukon Territory,
)
 TO WIT:) MAKE OATH AND SAY AS FOLLOWS:

- 1) I am the ***** of **the Yukon Hospital Corporation** (the “Corporation”).
- 2) I am the person who subscribed my name and affixed the corporate seal of the Corporation to the attached instrument.
- 3) I am authorized by the Corporation to subscribe my name and affix the corporate seal to the attached instrument.
- 4) The Corporation exists as of the date hereof.

Sworn before me at the)
 City of Whitehorse, in the Yukon Territory,)
 this ____ day of _____,)
 2017.)
)
)
)
 _____)
A Notary Public in and for)
the Yukon Territory)

 Print Name and Title of Authorized Signatory

Print Name of Notary Public

**CORPORATE SIGNING AUTHORITY
AFFIDAVIT**

CANADA) We, Wayne Potoroka and Cory Bellmore,
)
YUKON TERRITORY) of the City of Dawson, in the Yukon Territory,
)
TO WIT:) SEVERALLY MAKE OATH AND SAY AS FOLLOWS:

- 1) We are the **Mayor** and **Chief Administrative Officer** respectively of **The City of Dawson** (the "Grantor").
- 2) We are the persons who subscribed our names and affixed the corporate seal of the Corporation to the attached instrument.
- 3) We are authorized by the Corporation to subscribe our names and affix the corporate seal to the attached instrument.
- 4) The Corporation exists as of the date hereof.

Severally Sworn before me at the)
City of Dawson, in the Yukon Territory,)
this _____ day of _____,)
2017.)

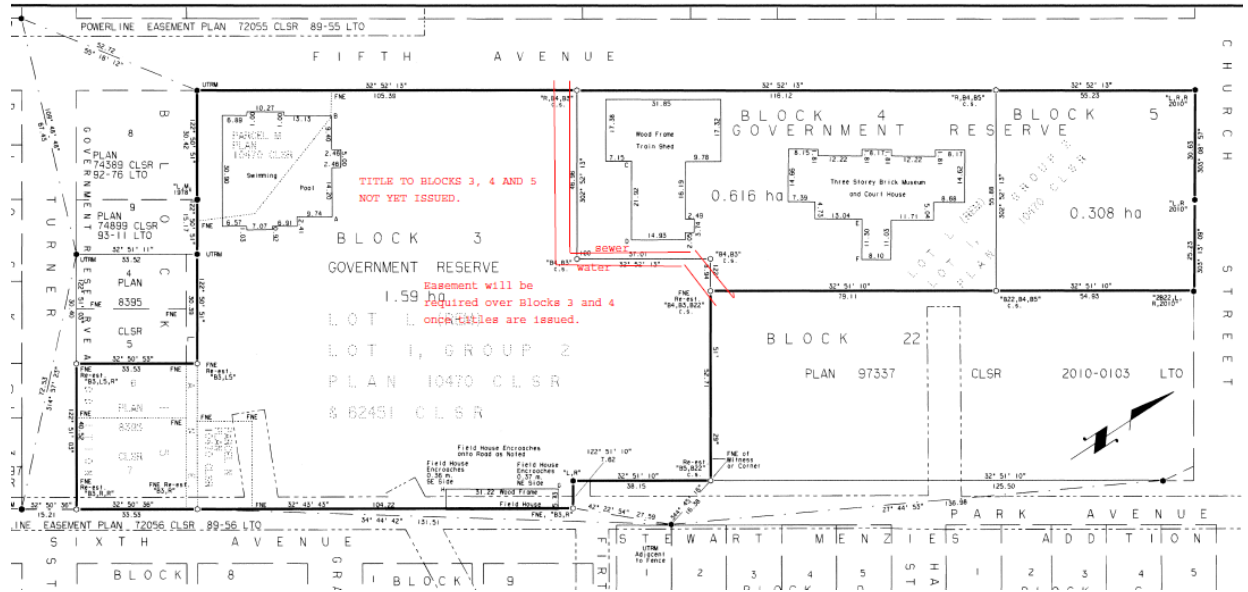
Wayne Potoroka, Mayor

**A Notary Public in and for
the Yukon Territory**

Cory Bellmore, Chief Administrative Officer

Print Name of Notary Public

Schedule A



Report to Council



For Council Decision For Council Direction For Council Information

In Camera

AGENDA ITEM:	Art Procurement Policy	
PREPARED BY:	Cory Bellmore	ATTACHMENTS: Draft – Art Procurement Policy #2020-01
DATE:	24-01-2020	
RELEVANT BYLAWS / POLICY / LEGISLATION: OCP Bylaw #2018-18		

RECOMMENDATION

It is respectfully recommended that Committee of the Whole provide feedback on this draft council policy.

ISSUE / PURPOSE

The City of Dawson recognizes that arts and culture is essential to the community's growth and good health.

Festivals and Programming support for Arts and Culture in the community currently reside between the Facility & Property Use Policy as well as the Community Grants Policy. These policies are under review to ensure they are meeting the needs and goals of the City of Dawson in supporting these activities.

The Art Procurement Policy is designed specifically for the physical acquisition of art for display in public buildings and spaces.

BACKGROUND SUMMARY

A policy to support Arts and Culture has been a priority for the City of Dawson for some time. In preparation and discussion to the creation of a procurement policy, it was determined that support for cultural festivals and events as well as programming should remain separate from procurement of art.


ANALYSIS / DISCUSSION

City of Dawson's long term goals relating to culture in our Official Community Plan include showcasing Tr'ondëk Hwëch'in heritage alongside our gold rush history as well as to be recognized as the cultural capital of the Yukon.

Implementation approaches include:

Public Art

- May include permanent and temporary installations of statuary, murals, and other visual art displays,
- Should showcase the heritage of the Tr'ondëk Hwëch'in, the history of Dawson City, or local culture, and
- Should be completed or designated by local artists, or those with ties to the community.

APPROVAL		
NAME:	Cory Bellmore, CAO	SIGNATURE: 
DATE:	24-01-2020	



City of Dawson

Art Procurement Policy

2020-01

POLICY STATEMENT

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.

1.00 Purpose

1.01 An Art Procurement Program will contribute to the appearance of our public buildings and spaces, and help provide education about the importance of arts and culture to our residents. The program will reflect the professional interests of visual arts in the town, serving as a means to publicly promote local talent and artistic accomplishments and contribute to the professional development and economic success of our local artists.

2.00 Definitions

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

- a) "artwork" means a physical work of art installed in the public realm. These works of art may be installed within buildings, or outdoors on public lands.
- b) "installed" means a piece of artwork that is fully prepared by the artist for public viewing with no assistance from City staff.
- c) "program" means the City of Dawson Art Procurement Program as described in this policy.
- d) "public space" means interior or exterior spaces frequented by the public, or within public view, and accessible to or visible by the public during normal business hours or longer.
- e) "selection committee" means the appointed members who will review the submissions and make recommendations to Council for purchase.
- f) "City" means the Council and Staff of the City of Dawson, Yukon.

3.00 Objective

- a) To support the growth of a vibrant arts and culture community;
- b) To attract and retain creative, entrepreneurial, skilled, committed and enthusiastic businesses, workforce, and volunteers;
- c) To strengthen the community as a cultural tourism destination, supporting and enhancing other attractive features of the City;
- d) Enhance Public spaces with the presence of public art.

Procedure

4.00 Artist Eligibility

Artists will be eligible to participate in the Program provided that they meet the following criteria;

- a) Artists wishing to participate in the Program **MUST** have been a resident of Dawson for at least 12 consecutive months.
- b) Artist eligibility will not be reliant on an artist's professional status but rather on the artwork.
- c) No work by any members of the selection committee or their immediate family will be considered for purchase.

5.00 Artwork Criteria

The suitability of the artwork for the Program will depend upon whether or not the artwork meets the following established criteria:

- a) The artwork should originate from the primary art market/artist where the artist maintains ownership of the work. Artwork from a secondary market, including artist's estates, will **NOT** be considered for the Program.
- b) Artwork presented for selection must be an original design. Reproductions or photographic reproductions of artwork will not be accepted under the Program.
- c) Creative works in any discipline will be eligible for selection, provided it is a two-dimensional or three-dimensional art form, is accessible to the public and is an original or limited edition which includes, but is not limited to:

-
- a. Paintings and drawings, produced entirely by hand on any support or in any material (excluding industrial designs and manufactured articles decorated by hand);
 - b. Original prints, posters and photographs, as the media for original creativity;
 - c. Original artistic assemblages and montages in any material;
 - d. Work of statutory art and sculpture in any material;
 - e. Works of applied art in such materials as glass, ceramics, metal, wood, etc.
- d) Illustrated and detailed proposals for artwork are only eligible for a sculpture piece. All other artwork submitted must be complete and available for procurement as of the date of submission.
- e) Submitted artwork must be sturdy, vandal resistant (if an outside piece) and low maintenance.

6.00 Submission Guidelines

- a) Artists can submit a maximum of three (3) artworks for consideration, either in person and/or through a commercial representative of the Artist.
- b) Descriptive details of each work must be submitted, including the title, date completed, medium, dimensions and cost. Each submission must be on a separate form (Appendix A). There will be no limit on the date of creation of artwork submitted for the Program.
- c) Artwork proposals for outdoor sculptures must include specific details on potential placement, size, materials used and expected days to complete.
- d) Artists may present prices for their work as installed or uninstalled. These prices should be clearly stated with each submission.

7.00 Selection Committee Composition

- a) An Art Procurement selection committee will be appointed by Mayor and Council to oversee the selection of artworks. The committee will consist of one (1) arts professional from the School of Visual Arts (SOVA), two (2) representatives from the community at large and two (2) City of Dawson staff members.
- e) Committee members will be appointed in December on an annual basis and will serve for a period of one (1) year.
- f) A schedule will be established for the selection of artwork by the committee.
- g) The decisions of the committee will be final.

8.00 Selection process

The selection process for the Program will be administered in accordance with the clauses outlined below:

- a) A call for submissions will be announced in January of each year and will include the submission deadline in July, date of adjudication in September and date of the public meeting of Council in December at which the selected artworks will be announced.

- b) The following general selection criteria will be used in the selection of artworks. Each criteria will receive a weighting but the weighting will be determined on a project by project basis by the committee. For example, in certain circumstances the “Relevance of theme” may weight higher in one year over another.

Example of Public Art Project Weighting

Description	Indoor Pieces	Outdoor Pieces
Compliance with submission requirements and budget	40	40
Artistic Merit – imagination and innovation	20	20
Experience in delivering projects of similar scope	5	5
Feasibility of construction or installation (Indoor)	5	
Installed outdoor pieces		0
Relevance of theme and local content	25	25
Durability and ease of long term maintenance (indoor pieces)	5	
Durability and ease of long term maintenance (outdoor pieces)		10
Total Points	100	100

- c) All submissions received will be available for public viewing from the date of adjudication until the announcement of selected works in December.

9.00 Program Financing

- a) Minimum funding of \$3000.00 annually will be budgeted for the Art Procurement Program. This funding is subject to review by Council through the annual budgetary process.
- b) The committee may recommend that Council consider additional funding if a piece is thought to be particularly beneficial to the City’s collection.

10.00 Conditions of Purchase

- a) Purchase contracts between the artists and the City will include the use of artwork for display in a public place. These contracts will also include permission for the use of the images on the City’s website for brief periods throughout the year in which the artwork is chosen.
- b) After the selection process, payment will be issued to the artist once the artwork has been received and all contracts have been signed.

11.00 Display of Artwork

- a) With the exception of outside pieces, selected artwork will be displayed at City Hall for the first year of acquisition. Following that year, the piece may be relocated to another city owned building.
- b) The City will maintain the artwork for a lifespan that is reasonable for the piece.
- c) The City has the right and responsibility to deaccession public art. All reasonable efforts shall be made to rectify problems or re-site artwork where appropriate. Reasons for de-accession include:
 - i. Endangerment to public safety
 - ii. Excessive repairs or maintenance, or repair is not feasible
 - iii. Public accessibility is no longer available
 - iv. Demolition of a structure incorporating public art or redevelopment of site incorporating public art
 - v. Expiry of lifespan

Roll of Staff:

- 1. Ensure the proper maintenance of all existing artworks
- 2. Determine suitable public places and spaces for the display of the artwork
- 3. Develop a list of potential committee members
- 4. Coordinate the Call for Submissions and assist the committee in arranging and scheduling the selection process
- 5. Ensure that copyright, ownership, publication. Exhibition and jury feedback are appropriately considered and fulfilled in accordance with any legal requirements

POLICY TITLE: *Art Procurement Program*

POLICY #: 2020-01

EFFECTIVE DATE:

ADOPTED BY COUNCIL ON:

RESOLUTION #:

Original signed by:



THE CITY OF DAWSON

Box 308 Dawson City, YT Y0B 1G0
PH: 867-993-7400 FAX: 867-993-7434
www.cityofdawson.ca

ARTWORK SUBMISSION FORM

(PLEASE COMPLETE A SEPARATE FORM FOR EACH SUBMISSION)

SUBMISSION # ____ OF ____

ARTIST CONTACT INFORMATION

ARTIST NAME(S): _____

MAILING ADDRESS: _____ POSTAL CODE: _____

EMAIL: _____

PHONE #: _____ ALTERNATE PHONE #: _____

ARTWORK DESCRIPTION

TITLE: _____

PRICE: \$ _____ DATE COMPLETED: _____

MEDIUM: _____
Installed
Not Installed

DIMENSIONS: Inches
Cm _____ HIGH X _____ WIDE

COMMENTS:

ARTWORK SUBMITTED

By signing the submission form the artist guarantees that the submitted work is an original piece of work, offered for sale to the City of Dawson at the stated price.

DATE RECEIVED ARTIST SIGNATURE

RECEIVED BY: PRINTED NAME AND SIGNATURE

ARTWORK RETURNED / PURCHASED

ARTWORK PURCHASED – NOT RETURNED
ARTWORK RETURNED

DATE RETURNED ARTIST SIGNATURE

RETURNED BY: PRINTED NAME AND SIGNATURE

Alain Derepentigny
Dawson City YT.
Y0B 1G0

To: The City of Dawson

Att: Ms Cory Bellmore, Chief Administrative Officer

Dear Ms. Bellmore

May this serve to initiate further discussions on the future of the Mammoth Statue that the I created this year with the financial and logistical collaboration of Mr. Stuart Schmidt . It has been our intent to donate this statue to the community of Dawson upon completion under the condition that it will be visibly displayed for the pleasure of the residents and visitors alike. The statue is of a life sized mammoth and, if placed at the right location, may add to the other historic attractions that provide the underlying support for the local tourist industry.

As we all know, the Klondike Gold Fields have been a treasure chest for the collectors of mammoth bones and tusks which are the historic by-product of the placer mining activity around Dawson City since 1896.

The statue will be ready to be moved into its selected location by spring 2020 and I will, after the relocation is completed, commit to repair any damage that may be afflicted during the transport and also add final touches like sealant and paint and whatever else may be required to complete the work.

Furthermore , should the City of Dawson be in agreement and accept the Mammoth Statue as a gift we can confirm that Schmidt Mining of Dawson City will donate the transport to and installation of the Statue at its approved location in a timely manner.

Please see the following Mammoth Fact Sheet

Created: Summer of 2019

Time of design and creation: 6 Months

Overall height : 9.5 feet = 2.9 m

Length Base w/o Tusk : 12 feet = 3.7 m

Overall Length with Tusk 17 feet = 5.2 m

Total Weight: 4000 Kg.

The Mammoth Statue is of hollow cement construction designed for the Arctic climate and to be displayed in an outdoor location. The artist estimates a lifetime of a minimum of between 50 and 100 years or better with a minimum of upkeep. The Mammoth Statue incorporates about 3500 kg of structural concrete supported by 455 meters of 13 mm steel bars and is firmly placed on a concrete foundation block.

Alain Derepentigny
CC: Wayne Potoroka

