



CITY OF YELLOWKNIFE

Council Agenda

Monday, March 11, 2024 at 7:00 p.m.

Welcome to the

REGULAR MEETING OF COUNCIL

Council Chamber, City Hall
4807 - 52nd Street
Yellowknife

All presentations pertaining to items on the Agenda for the meeting shall be heard under the “Delegations Pertaining to Items on the Agenda,” portion of the Order of Business. All presentations pertaining to items not on the Agenda shall be heard under the “Delegations Pertaining to Items Not on the Agenda” portion of the Order of Business.

The following procedures apply to all delegations before Council:

- a. all delegations shall address their remarks directly to the Presiding Officer and shall not pose questions to individual Members or Administration;
- b. each presenter shall be afforded five minutes to make their presentation;
- c. the time allowed to each presenter may be extended beyond five minutes by a resolution of Council;
- d. after a person has spoken, any Member may, through the Presiding Officer, ask that person or the City Administrator relevant questions; and
- e. no debate shall be permitted on any delegation to Council either between Members or with an individual making a presentation.

Please refer to By-law No. 4975, the Council Procedures By-law, for the rules respecting the procedures of Council.

COUNCIL:

Mayor Rebecca Alty

Councillor S. Arden-Smith
Councillor Garrett Cochrane
Councillor Ryan Fequet
Councillor Ben Hendriksen

Councillor Cat McGurk
Councillor Tom McLennan
Councillor Steve Payne
Councillor Rob Warburton

All annexes to this agenda may be viewed on the City’s website www.yellowknife.ca or by contacting the City Clerk’s Office at 920-5602.
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Item No.

Description

OPENING STATEMENT

1. Councillor Hendriksen will read the Opening Statement.

The City of Yellowknife acknowledges that we are located in Chief Drygeese territory. From time immemorial, it has been the traditional land of the Yellowknives Dene First Nation. We respect the histories, languages, and cultures of all other Indigenous Peoples including the North Slave Métis, and all First Nations, Métis, and Inuit whose presence continues to enrich our vibrant community.

AWARDS, CEREMONIES AND PRESENTATIONS

2. There were no awards, ceremonies or presentations for the agenda.

ADOPTION OF MINUTES FROM PREVIOUS MEETING(S)

Previously
Distributed

3. Minutes of Council for the regular meeting of Monday, February 26, 2024 are presented for adoption.

4. Councillor Hendriksen moves,
Councillor _____ seconds,

That Minutes of Council for the regular meeting of Monday, February 26, 2024 be presented for adoption.

Unanimous	In Favour	Opposed	Carried / Defeated
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DISCLOSURE OF CONFLICT OF INTEREST AND THE GENERAL NATURE THEREOF

5. Does any Member have a conflict of interest in any matter before Council today?

CORRESPONDENCE & PETITIONS

6. There was no correspondence nor were there any petitions for the agenda.

STATUTORY PUBLIC HEARINGS

7. There were no Statutory Public Hearings for the agenda.



Item No.

Description

DELEGATIONS PERTAINING TO ITEMS ON THE AGENDA

8. There were no delegations pertaining to items on the agenda.

MEMBER STATEMENTS

9. There were no statements for the agenda.
10. Are there any Member statements from the floor?

INTRODUCTION AND CONSIDERATION OF COMMITTEE REPORTS

Councillor Hendriksen will introduce the following reports:

11. Governance and Priorities Committee Report for February 26, 2024.
12. Councillor Hendriksen moves,
Councillor _____ seconds,

That Council approve the 2023-2026 Council Strategic Directions Implementation Action Plan.

Unanimous	In Favour	Opposed	Carried / Defeated
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13. Councillor Hendriksen moves,
Councillor _____ seconds,

That:

- 1. Council establish a Human Resource and Compensation Committee to provide recommendations to Council related to the recruitment, hiring, performance evaluation, compensation, performance management and termination of the City Manager.**
- 2. Appoint the following members to serve on the Human Resource and Compensation Committee and that these appointments be reviewed in January, 2025:**

Mayor	Rebecca Alty
Councillor	Ryan Fequet
Councillor	Steve Payne

Unanimous	In Favour	Opposed	Carried / Defeated
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Item No.

Description

NEW BUSINESS

14. A memorandum regarding whether to repeal and replace Land Administration By-law No. 4596, as amended.
15. A memorandum regarding whether to amend Zoning By-law No. 5045 to permit a 'campground' on a portion of Lot 3, Block 569, Plan 4219 (adjacent to 127 Braden Boulevard).

ENACTMENT OF BY-LAWS

16. By-law No. 5076 - A by-law authorizing the City of Yellowknife to acquire fee simple interest in Lot 80, Block 308, Plan 4204; Lot 32, Block 309, Plan 4204; and Lot 31, Block 569, Plan 4690, is presented for Second and Third Reading.

17. Councillor Hendriksen moves,
Councillor _____ seconds,

Second Reading of By-law No. 5076.

Unanimous	In Favour	Opposed	Carried / Defeated
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18. Councillor Hendriksen moves,
Councillor _____ seconds,

Third Reading of By-law No. 5076.

Unanimous	In Favour	Opposed	Carried / Defeated
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19. By-law No. 5077 - A by-law authorizing the City of Yellowknife to dispose of fee simple interest in Lot 80, Block 308, Plan 4204; Lot 32, Block 309, Plan 4204; and Lot 31, Block 569, Plan 4690, is presented for Second and Third Reading.

20. Councillor Hendriksen moves,
Councillor _____ seconds,

Second Reading of By-law No. 5077.

Unanimous	In Favour	Opposed	Carried / Defeated
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Item No.

Description

21.

Councillor Hendriksen moves,
Councillor _____ seconds,

Third Reading of By-law No. 5077.

Unanimous	In Favour	Opposed	Carried / Defeated
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22.

By-law No. 5078 - A by-law to repeal and replace Land Administration By-law No. 4596, as amended, is presented for First Reading.

23.

Councillor Hendriksen moves,
Councillor _____ seconds,

First Reading of By-law No. 5078.

Unanimous	In Favour	Opposed	Carried / Defeated
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24.

By-law No. 5079 - A by-law to amend the Zoning By-law No. 5045 to permit a 'campground' on a portion of Lot 3, Block 569, Plan 4219 (adjacent to 127 Braden Boulevard), is presented for First Reading.

25.

Councillor Hendriksen moves,
Councillor _____ seconds,

First Reading of By-law No. 5079.

Unanimous	In Favour	Opposed	Carried / Defeated
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DEFERRED BUSINESS AND TABLED ITEMS

26.

There was no deferred business and there were no tabled items for the agenda.

27.

Is there any deferred business or are there any tabled items from the floor?

OLD BUSINESS

28.

There was no old business for the agenda.

29.

Is there any old business from the floor?



Item No.

Description

NOTICES OF MOTION

30. There were no notices of motion for the agenda.
31. Are there any notices of motion from the floor?

DELEGATIONS PERTAINING TO ITEMS NOT ON THE AGENDA

32. There were no delegations pertaining to items not on the agenda.

ADMINISTRATIVE ENQUIRIES

33. There were no administrative enquiries for the agenda.
34. Are there any administrative enquiries from the floor?

ADJOURNMENT



CITY OF YELLOWKNIFE

GOVERNANCE AND PRIORITIES COMMITTEE REPORT

Monday, February 26, 2024 at 12:05 p.m.

Report of a meeting held on Monday, February 26, 2024 at 12:05 p.m. in the City Hall Council Chamber.
The following Committee members were in attendance:

Chair: Mayor R. Alty,
Councillor G. Cochrane,
Councillor R. Fequet,
Councillor B. Hendriksen,
Councillor S. Payne, and
Councillor R. Warburton.

The following members of Administration staff were in attendance:

S. Bassi-Kellett,
C. Caljouw,
C. Greencorn,
C. MacLean,
K. Pandoo,
K. Thistle,
C. White,
G. White, and
S. Jovic.

<u>Item</u>	<u>Description</u>
1.	(For Information Only) Mayor Alty read the Opening Statement.
2.	(For Information Only) There were no disclosures of conflict of interest.
3.	Committee read a memorandum regarding whether to approve the 2023-2026 Council Strategic Directions Implementation Action Plan.

Committee noted that since taking office in November 2022, Council has worked to confirm its mission, vision, principles and high level strategic directions that are supported by focus



areas and proposed key initiatives for Council's term of office. On May 23, 2023, Council approved the draft 2023-2026 Strategic Directions release to the public for engagement and review and subsequently approved the Strategic Directions on June 26, 2023.

These Strategic Directions reinforce and complement the core services and mandated responsibilities that the City continues to uphold and deliver upon, while providing key areas of focus that Council believes are important for the community over its term in office. Confirming strategic directions can (a) ensure transparency for Council's key high-level priorities, (b) focus on the steps required to get there and (c) guide Council when making decisions regarding the allocation of resources.

On December 11, 2023, Council reviewed the proposed Implementation Action Plan and, in light of workload and residual tasks from the tumultuous year that was 2023, directed that the 2023-2026 Council Strategic Directions Implementation Actions be referred back to Administration to be updated and incorporated into the 2024 work plan and be brought back to Governance and Priorities Committee in early 2024 to review and approve the administrative and strategic actions together.

Committee noted that Council's policies, resolutions or goals include:

- | | |
|----------------|--|
| Motion 0091-23 | That Council approve the 2023-2026 Council Strategic Directions. |
| Motion 0153-23 | That the 2023-2026 Council Strategic Directions Implementation Actions be referred back to Administration to be updated and incorporated into the 2024 work plan and be brought back to Governance and Priorities Committee in early 2024 to review and approve the administrative and strategic actions together. |

Committee noted that applicable legislation, by-laws, studies or plans include:
Council's Strategic Directions 2023-2026

Implementation

Over this Council's term of office, Administration will undertake a range of actions intended to advance and/or achieve Council's Strategic Directions and priorities. Annually, Administration will report out on actions taken and progress made, including priorities for the upcoming year. The Administrative Work plan will be updated annually.

Committee noted that Council's Strategic Directions provide direction and focus for the future of the City of Yellowknife and will help guide Council decision-making regarding priority setting, resources and budget allocations. Council's Strategic Directions will inform the work of Administration as it works to advance and achieve Council's goals. An annual review to mark progress and ensure clear priorities for the upcoming year will confirm alignment with current context and emerging issues.

Committee suggested several amendments and left it with Administration to finalize.



Committee recommends that Council approve the 2023-2026 Council Strategic Directions Implementation Action Plan.

MOVE APPROVAL

(For Information Only)

4. Committee recessed at 1:28 p.m. and reconvened at 1:40 p.m.
5. **Committee read a memorandum regarding whether to establish a Human Resource and Compensation Committee of Council.**

Committee noted that during discussions related to the renewal of committee appointments in early 2024, and coinciding with preparations to hire a new City Manager given the notice of resignation from the existing City Manager, Council deliberated establishing a more formalized process for the oversight and engagement of the City Manager given this position is Council's sole employee.

Committee noted that Council's policies, resolutions or goals include:

Strategic Direction #2: Service Excellence –

Focus Area 2.3

Organizational Culture:

Providing a positive and productive workplace environment for effective governance and service excellence

Council Motion#0009-24 (January 22, 2024)

That Administration be directed to bring forward a memorandum and Terms of Reference to establish a Human Resource and Compensation Committee (HRCC) to provide recommendations to Council related to the recruitment, hiring, performance evaluation, corrective action, and termination of the City Manager.

Committee noted that applicable legislation, by-laws, studies or plans include:

1. Council Procedures By-law No. 4975, as amended; and
2. Senior Administrative Officer By-law No. 5035
3. *Cities, Towns and Villages Act.*

Legislation

Section 122 of Council Procedures By-law No. 4975, as amended states:

Special Committees of Council

122. Where Council deems it necessary to establish a special committee to investigate and consider any matter, Council shall:
 - (1) name the committee;
 - (2) establish terms of reference;
 - (3) appoint members to it;
 - (4) establish the term of appointment of members;



- (5) establish requirements for reporting to Council or a standing committee; and
- (6) allocate any necessary budget or other resources to it.

Procedural Considerations

All appointments to Special Committees and Subcommittees must be approved by Council.

Committee noted that establishing a Human Resource and Compensation Committee provides a structured process to support the City Manager's performance, engagement with Council and transitions when they occur. Positive Council – City Manager relations are instrumental in the productive oversight and operation of the City as a whole and a structured process to manage this can ensure alignment toward this goal.

Committee recommends:

- 1. That Council establish a Human Resource and Compensation Committee to provide recommendations to Council related to the recruitment, hiring, performance evaluation, compensation, performance management and termination of the City Manager.**
- 2. Appoint the following members to serve on the Human Resource and Compensation Committee and that these appointments be reviewed in January, 2025:**

Mayor	Rebecca Alty
Councillor	Ryan Fequet
Councillor	Steve Payne

MOVE APPROVAL

(For Information Only)

6. Committee read a memorandum regarding whether to acquire and dispose of fee simple interest in Lot 80, Block 308, Plan 4204; Lot 32, Block 309, Plan 4204; and Lot 31, Block 569, Plan 4690, "residential lots".

Committee noted that in Yellowknife, the City is responsible for developing and selling lands to the market. The City acquires parcels of land and then implements planning processes. Processes include establishing an area development plan, corresponding zoning, and formalizing a subdivision plan, which results in marketable lots. Examples of developed subdivisions include Niven Residential, Grace Lake North, Grace Lake South, Hordal-Bagon, Engle Business District, and the Enterprise Industrial area.

The City has sold all residential lots in the mentioned subdivisions, with most of them being developed. However, where purchasers did not fulfill their purchase agreement obligations, the City exercised its right to repurchase the lot. The City may resell these lots and provide opportunities for others to develop. Where property title is not in the City's name, an



acquisition and disposal By-laws are required by the Land Titles Office to transfer land ownership. The three lots mentioned above, and shown in Figure 1, require acquisition and disposal by-laws at this time.



Figure 1: Lot 80, Block 308, Lot 32 Block 309, and Lot 31 Block 569 Location

Committee noted that Council's policies, resolutions or goals include:

Strategic Direction #1:

Focus Area 1.2

People First

Housing For All

Doing our part to create the context for diverse housing and accommodation options.

Strategic Direction #3:

Focus Area 3.2.

Sustainable Future

Growth Readiness

Ensuring land development supports economic readiness and community priorities.

Committee noted that applicable legislation, by-laws, studies or plans include:

1. *Cities, Towns and Villages Act S.N.W.T. 2003;*
2. 2020 Community Plan By-law No. 5007;
3. Zoning By-law No. 5045; and
4. Land Administration By-law No. 4596, as amended



Legislative

Section 53 of the *Cities, Towns and Villages Act* states that the acquisition of land must be authorized by a by-law specific to the subject land.

Section 54 of the *Cities, Towns and Villages Act* states that the disposal of land must be in accordance with the land administration bylaw; or the disposal is approved by a bylaw.

Zoning By-law

Lot 31 Block 569, Plan 4690 is in the Grace Lake South subdivision and is zoned RE-Residential Estate.

Lot 80, Block 308, Plan 4204, and Lot 32 Block 309, Plan 4204 are in the Niven Gate subdivision and are zoned R1-Low Density Residential.

Land Administration By-law

As outlined in Sections 4 and 5 of the Land Administration By-law, the City may acquire and dispose of a fee simple interest in any real property.

Pursuant to Section 12(f) of the Land Administration By-law, the City purchase agreements require a person who acquires land from the City to develop the land within a specified period of time; otherwise, the land returns to the City.

Purchase Agreement

A Purchase Agreement with the City of Yellowknife is a legal contract. The Purchaser is legally bound to develop the Property within the specified period. Until the development is completed, the Property cannot be sold, transferred or leased. If the Purchaser fails to fulfill their obligation to develop the property, the City maintains the right to repurchase the land in accordance with the terms of the Purchase and Option to Purchase Agreements.

Committee noted that it is crucial to “acquire” these lands to resell them to interested parties who will develop them. New lots available for development may help alleviate the current shortage of available residential land for development.

Committee recommended that:

1. By-law No. 5076, a by-law authorizing the City of Yellowknife to acquire fee simple interest in
Lot 80, Block 308, Plan 4204;
Lot 32, Block 309, Plan 4204; and
Lot 31, Block 569, Plan 4690,
2. That By-law No. 5077, a by-law authorizing the City of Yellowknife to dispose of fee simple interest in



Lot 80, Block 308, Plan 4204;
Lot 32, Block 309, Plan 4204; and
Lot 31, Block 569, Plan 4690,

be presented for adoption.

Committee noted that this matter will be discussed under New Business at this evening's Council Meeting.

7. The meeting adjourned at 2:06 p.m.

[illegible]

START DATE	DEPARTMENT NAME
01/01/24	Corporate Services

				YEAR ONE												YEAR TWO												YEAR THREE											
				Y1Q1			Y1Q2			Y1Q3			Y1Q4			Y2Q1			Y2Q2			Y2Q3			Y2Q4			Y3Q1			Y3Q2			Y3Q3			Y3Q4		
				Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
				2024	2024	2024	2024	2024	2024	2024	2024	2024	2024	2024	2024	2025	2025	2025	2025	2025	2025	2025	2025	2025	2025	2025	2025	2026	2026	2026	2026	2026	2026	2026	2026	2026	2026	2026	2026
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CITY OF YELLOWKNIFE

TERMS OF REFERENCE

Human Resource and Compensation Committee

Whereas, pursuant to Council Procedures By-law Council may establish a special committee to investigate and consider any matter; Yellowknife City Council hereby establishes a Special Committee to be known as the “**HUMAN RESOURCE AND COMPENSATION COMMITTEE**” with the following terms of reference:

INTRODUCTION

1. City Council has directed that a Human Resource and Compensation Committee (HRCC) be established (Motion #0009-24, January 22, 2024). The HRCC provides recommendations to Council related to the recruitment, hiring, performance evaluation, compensation, performance management and termination of the City Manager.

SCOPE

2. The purpose of the HRCC is to make recommendations to Council related to:
 - a. the recruitment and hiring process in the event of a vacancy or the defined departure of the City Manager;
 - b. the annual performance evaluation process for the City Manager;
 - c. proposed adjustments to compensation for the City Manager either during the hiring process and/or resulting from a performance evaluation; and
 - d. any performance management issues with the City Manager as determined by Council.

MEMBERSHIP

3. The HRCC shall consist of the following members appointed by Council:
 - a. Mayor (ex-officio); and
 - b. Two Councillors.
4. The Mayor will chair the HRCC.
5. No member may appoint an alternate to represent that member and act on their behalf during absences.
6. In the event that a member is unable or unwilling to continue to serve on the HRCC, for whatever reason, Council will appoint another member.

7. If any member misses two (2) consecutive meetings without approval of the HRCC, the member shall be struck from the HRCC and a replacement appointed by Council.
8. Council may remove any member of the HRCC for any good and sufficient cause.
9. Member appointments shall be reviewed annually.

MEETINGS

10. The HRCC shall meet as required to perform its duties as follows:
 - a. prior to the commencement of a recruitment process for the position of City Manager, and throughout that process as needed; and
 - b. prior to the annual performance evaluation process for the City Manager, and throughout that process as needed.
11. Special meetings of the HRCC may be called at the request of the Chair.
12. A quorum of the HRCC shall consist of a majority of the Members. Vacant positions do not count towards quorum.
13. The rules of procedure for the HRCC shall be governed by the City of Yellowknife Council Procedures By-law No. 4975, as amended, as appropriate.

DUTIES

14. The Chair's responsibilities are as follows:
 - a. chair meetings;
 - b. prepare the agenda;
 - c. monitor attendance, contact members as necessary regarding absences;
 - d. represent the HRCC when presenting recommendations to Council; and
 - e. oversee implementation of the performance evaluation procedure, ~~including providing ongoing/informal performance feedback to the City Manager.~~
15. The Committee Members' responsibilities are as follows:
 - a. discuss issues pertaining to the HRCC without breach of confidentiality;
 - b. where it deems advisable, make recommendations, reached by the majority of its membership, to Council;
 - c. in consultation with the City Manager, schedule all performance review meetings in accordance with this procedure; and
 - d. engage Council to seek their input and finalize the City Manager's annual performance evaluation, and provide all applicable records to the Chief Human Resource Officer for the City Manager's personnel file.

CONFIDENTIALITY

16. Committee members shall maintain the confidentiality of all information they are privy to while serving as a member of the HRCC.

FINANCE, ADMINISTRATION AND TECHNICAL SUPPORT

17. The HRCC has no authority to expend or commit financial resources of the City of Yellowknife.
18. The Chief Human Resource Officer shall provide administrative support to the HRCC as needed.
19. The Chair will prepare all meeting agendas and distribute them to HRCC Members as soon as possible in advance of the meeting, ideally five (5) days in advance.
20. The Chair shall prepare minutes of all HRCC meetings and distribute to the Committee members and Administration, through the Chief Human Resources Officer, as appropriate.
21. The Chief Human Resources Officer shall forward all original approved minutes and recommendations of the HRCC to the City Clerk for retention and forwarding to the appropriate Standing Committee of Council.
22. All communications from the HRCC in relation to educational materials or media releases shall be reviewed by the Chair and forwarded to City Administration for review and approval prior to being published or released.

TERMINATION

23. Notwithstanding the above, Council may, by resolution, dissolve the HRCC at any time, or amend these Terms of Reference.



CITY OF YELLOWKNIFE

MEMORANDUM TO COMMITTEE

COMMITTEE: Governance and Priorities / Council

DATE: March 11, 2024

DEPARTMENT: Planning and Development

ISSUE: Whether to repeal and replace Land Administration By-law No. 4596, as amended.

RECOMMENDATION:

That By-law No. 5078, a by-law to repeal and replace Land Administration By-law No. 4596, as amended, be presented for adoption.

BACKGROUND:

The purpose of the City's Land Administration By-law is to guide land acquisition, sales, leases or other dispositions of land by the City. The authority to adopt a by-law comes from the *Cities, Towns and Villages Act, S.N.W.T., 2003, c.22.*, as amended. The current Land Administration By-law was adopted on October 10, 2010, and was last amended in February 2019.

The draft Land Administration By-law (the By-law) was provided to the GNWT Environment and Climate Change Department (ECC), appraisers, Yellowknife Chamber of Commerce, and media outlets, and it was posted on the City's website for public consultation. The By-law has been reviewed, complies with the Territorial Legislation, and aligns with industry standards. Their feedback has been incorporated into the By-law.

COUNCIL STRATEGIC DIRECTION/RESOLUTION/POLICY:

Strategic Direction #1: People First

Focus Area 1.1 Housing For All
Doing our part to create the context for diverse housing and accommodation options

Key Initiative 1.2.1	Setting the context and foundation for a fulsome continuum of housing options, from social to market to workforce accommodation
Key Initiative 1.2.2	Supporting design standards that are multi-modal, including recognizing Yellowknife's advantages as a winter city

Strategic Direction #3: Sustainable Future

Focus Area 3.2	<u>Growth Readiness</u> Ensuring land development supports economic readiness and community priorities.
Key Initiative 3.2.1	Advocating for the transfer of vacant commissioner's land for growth.
Key Initiative 3.2.2	Completing land development tools and strategies that support growth readiness.
Council Motion #0140-21	That Council directs Administration to proceed with the bulk land transfer acquisition of all available Commissioner's Lands within the municipal boundary.
Council Motion #0013-23	That Council directs Administration to initiate planning applications as required for Community Plan Amendments, Area Development Plans, Zoning By-law Amendments and Subdivision of lands in support of infill and densification development.

APPLICABLE LEGISLATION, BY-LAWS, STUDIES, PLANS:

1. *Cities, Towns and Villages Act, S.N.W.T., 2003, c.22. as amended;*
2. *Northwest Territories Lands Act, S.N.W.T., 2014, c.13. as amended;* and
3. City of Yellowknife Community Plan By-law No. 5007.

CONSIDERATIONS:

Cities, Towns and Villages Act

The *Cities, Towns and Villages Act, S.N.W.T., 2003, c.22, sections 53 to 55*, provides the authority for municipalities to adopt a Land Administration By-law. The Land Administration By-law is a by-law that provides procedures, terms, and conditions for making acquisitions, dispositions, or other activities in relation to real property owned by the municipal corporation.

Procedural Considerations

Before giving third reading to a land administration by-law, Council shall (a) give at least two weeks public notice of the proposed land administration by-law; and (b) hear any person claiming to be affected by the by-law who wishes to be heard.

The Draft Land Administration By-law

The By-law provides a clear and consistent framework for City Administration and clients. The draft By-law uses plain language with updated definitions to improve interpretation and implementation. These changes will provide clarity for clients and accelerate the development, growth, and readiness process.

Engagement

On January 29, 2024, a copy of the draft was provided to ECC, legal firms, appraisers, the Yellowknife Chamber of Commerce, and media outlets, and it was posted on the City's website for public consultation. Administration made follow-up inquiries to solicit feedback.

Summary of Engagement

Public feedback is attached.

ALTERNATIVES TO RECOMMENDATION:

That Council not adopt the Land Administration By-law No. 5078.

RATIONALE:

Land Administration By-law No. 4596 was adopted on October 10, 2010. Administration has been tracking ongoing concerns and requests for amendments. The draft incorporates this feedback. Further, the updated By-law merges best practices in land administration with the current territorial legislation written in plain language with updated definitions; it will reduce confusion and accelerate development growth. These changes are anticipated to provide clear direction to the public on how to acquire land and how the City disposes of land. The draft By-law also asserts the City's precedence rights to dispose of land within the municipality boundary and simplify the process. Adoption of By-law No. 5078 provides Council with a Land Administration By-law that reflects the public interest, current practices, legislation and policies.

ATTACHMENTS:

1. Draft Land Administration By-law No. 5078 (DM #748536);
2. Summary of Key Changes to Land Administration By-law No. 4596 (DM #756379); and
3. Draft Land Administration By-law Public Engagement Feedback Table (DM #759613).

Prepared: January 30, 2024; JT

Revised: February 22, 2024 GL

Summary of Key Updates Reflected in the Draft Land Administration By-law

	Section/Page Reference in By-law no. 4596	Current Regulation	Recommended Change	Explanation for Change
1	Application Page 1	Application: 2) This By-law shall not apply to easement agreements for public utility uses and structures as defined in the Zoning By-law or for site servicing.	Delete current. Revised and reinstated in Section 3, Page 6, (2).	This By-law shall apply to easement agreements.
2	Section 2 Page 4	Definition: Planning Administrator “Means a City employee responsible for Planning & Lands, or designate, appointed by the Senior Administrative Officer of the City of Yellowknife to administer, coordinate, and promote planning-related documents, policies, and by-laws such as the General Plan, Area Development Plan, the Zoning By-law, and other planning documents that Council has adopted plus the appropriate sections of the <i>Community Planning and Development Act</i> .”	Definition: Planning Administrator “means the City employee holding the Director of Planning & Development position, or their designate, for the City of Yellowknife.”	The change clarifies that the Director of Planning and Development is the City’s senior management staff designated as the Planning Administrator.
3	Section 2 Page 5	Definition: Senior Administrative Officer means the Senior Administrative Officer of the City appointed pursuant to the Cities, Towns and Villages Act, S.N.W.T. 2003, c.22.	Delete current and replace with: City Manager means the Senior Administrative Officer of the City of Yellowknife or their designate appointed pursuant to the <i>Cities, Towns and Villages Act</i> , S.N.W.T. 2003, c22;	On February 22, 2021, Council adopted By-law No. 5035 to update the definition, duties and responsibilities of the Senior Administrative Officer including a title change.

Summary of Key Updates Reflected in the Draft Land Administration By-law

4	Section 3 Page 6	<p>Request or land application for Land Within the Municipal Boundary:</p> <p>Additional terms to address land acquisition and disposal authority within the municipal boundary. In addition, the Planning Administrator can refuse a land application if it does not align with Planning policies.</p>	<p>Add the following terms:</p> <p>2) Any request to acquire Territorial or Commissioner's land shall be completed by the City following the Government of the Northwest Territories municipal land policy.</p> <p>3) Upon receipt of a land application, the Planning Administrator shall review the request for compliance with this by-law and any other applicable by-law or legislation and may:</p> <ul style="list-style-type: none"> a. approve b. refer any; or c. refuse the land disposal if it contradicts relevant policies and regulations, or the proposed use is prohibited. 	<p>The GNWT's Municipal Land Policy states that a municipal corporation has, in the disposal of land to the public, a responsibility to reflect the needs and priorities of the community and to apply fair and consistent practices.</p>
5	Section 3 Page 6	<p>Acquisition by the City:</p> <p>Additional term</p>	<p>Add the following term:</p> <p>2) The City shall acquire a non-possessory right or easement to use or enter onto land without a by-law, to permit the passage of people or vehicles and to construct, maintain, operate, generate, transmit and supply utilities, including, but not limited to fire suppression, horizontal infrastructure and other related municipal infrastructure.</p>	<p>An easement is necessary to address access to municipal and private infrastructure installed on other properties. Even though an Acquisition By-law is not required for a non-possessory right or easement, it is necessary to include this policy in the Land Admin By-law to acquire and legalize access through an easement agreement.</p>

Summary of Key Updates Reflected in the Draft Land Administration By-law

6	Section 4 Pages 6 and 7	Disposal by the City: Additional term	Add the following term: 2) The City may dispose of a non-possessory right or easement to use or enter onto land without a by-law, to permit the passage of people or vehicles and to construct, maintain, operate, generate, transmit and supply utilities, including, but not limited to fire suppression, horizontal infrastructure and other related municipal infrastructure.	Similar to an easement acquisition, easement disposal is necessary to include in the Land Admin By-law to dispose of and legalize access through an easement agreement.
7	Section 11 Page 10	Land Development Fund Reporting: A detailed cash flow statement of the Land Development Fund will be provided to the Planning Administrator with quarterly updates based on current and projected sales and expenditures.	Delete current and add to Financial Administration By-Law No. 4206, as amended.	The Land Fund Reporting is located in Section 6, page 2 of Financial Administration By-Law No. 4206, as amended.
8	Section 9 Page 9	Council Discretion to a Development Contribution: (a) Notwithstanding Section 8 of this By-law, Council may at its sole discretion provide up to a 12% financial contribution to any development for off-site development levies or on-site development expenses relating to paving, curbing and sidewalk within a municipal right-of-way or a designated municipal park space. Provided the development entails the sale of municipal land of a value greater than the 12% development subsidy, the funds may come from the Land Development Fund. Alternatively or otherwise, such funds shall	Delete current.	This section was deleted due to the ambiguity and costs incurred by the City.

Summary of Key Updates Reflected in the Draft Land Administration By-law

		come from the Capital Fund the fiscal year following the approval of the Development Permit, or a period of time otherwise recommended by Administration.		
9	Section 16 Page 13	<p>Amending Land Agreements:</p> <p>(a) Council may amend any of the terms of any agreement for the purchase or lease of land by resolution, except the legal description or the description and identifying sketch of the affected land, which may be amended only by by-law.</p> <p>(b) Council may amend any of the terms of agreement for the sale, lease, or other disposition of land by resolution except the legal description of the land affected, which may be amended only by by-law.</p>	<p>Delete current and replace with:</p> <p>1) Council may amend any agreement's terms for the acquisition and disposal of land by resolution. The legal description or the description and identifying sketch of the affected land shall be amended only by by-law.</p>	<p>The current By-law sections a) and b) can be merged into one section for acquiring and disposing of land as the process is the same in either case.</p>
10	Section 16 Page 14	<p>Quarry Lease:</p> <p>(a) The City shall manage quarries in accordance with the statutes of the Government of the Northwest Territories.</p> <p>(b) The acquisition and disposal of land for quarry purposes will be subject to the requirements of this By-law.</p> <p>(c) Subject to authorization by by-law, the City may apply for quarry permits and land use permits from senior governments for quarry</p>	<p>Delete current and replace with:</p> <p>1) The City shall manage and regulate quarries on Commissioner's Land and Municipal Land in accordance with the applicable statutes of the Government of the Northwest Territories, the City's Zoning By-law and Development and Design Standards.</p> <p>2) The acquisition and disposal of land for quarry purposes shall be subject to the requirements of this By-law.</p> <p>3) Any agreement executed by the City to sublease, lease or sell land for quarry</p>	<p>In Yellowknife, there are three types of quarries in terms of land tenures: Leased Quarries on City Lands, Subleased Quarry on Commissioners Land, and Administrative Agreement Quarry on Commissioners Land (ex. Sandpits).</p> <p>The proposed change addresses how the quarry shall be developed, operated and restored, referencing the GNWT's guidelines and City policies. It also clears where quarry fees should be referred to and fund allocation due to different land tenures.</p>

Summary of Key Updates Reflected in the Draft Land Administration By-law

		<p>purposes, and issue quarry permits to other parties.</p> <p>(d) Any agreement executed by the City to lease or sell land for quarry purposes shall require the purchaser or lessee to restore the land at the quarry operator's own expense in accordance with the policies and guidelines established by the Government of the Northwest Territories and any other requirements of the City.</p> <p>(e) Before executing a lease agreement or transfer for quarry lands, the City shall require the lessee or purchaser to deliver and deposit security with the City to ensure complete restoration of the site. The terms and amount of this security shall be determined by the City's Director of Corporate Services. The security shall consist of cash or an Irrevocable Letter of Credit issued by a Chartered Bank or a Surety Company.</p>	<p>purposes shall require the purchaser or lessee to develop, operate and restore the land in accordance with the policies and guidelines established by the Government of the Northwest Territories, i.e., Northern Land Use Guidelines for Pits and Quarries and the City By-laws and any other requirements of the City.</p> <p>4) Before executing a lease agreement or transfer for quarry lands, the City shall require the purchaser or lessee to obtain an approved development permit and provide an environmental security deposit with the City to ensure proper development and restoration of the site. The terms and amount of this security shall be in accordance with the Fees and Charges By-law, as amended. In addition to the environmental security deposit, the City may require additional security deposit following the Zoning By-law requirements. The security shall consist of an Irrevocable Letter of Credit issued by a Chartered Bank, Surety Company, or Certified Cheque.</p> <p>5) The fees for Commissioner's Land and Municipal Owned Land quarries shall be charged under the City's Fees and Charges By-law, as amended. Fees collected for a quarry on Commissioner's Land shall be remitted to the Government of the Northwest Territories, and fees collected for a quarry on Municipal Owned Land shall be retained by the City and allocated to the appropriate fund.</p>	<p>Item 16(c), the issuance of quarry permit, was deleted as this is the authority of the GNWT and not the City. Under the Zoning By-law, the City is authorized to issue a development permit but not a quarry permit.</p>
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Draft Land Administration By-law Public Comments

The enclosed table below summarizes the public comments submitted during the consultation period. Where multiple submissions on a topic area were made, they have been summarized together.

Section	Public Comment	Administration’s Response
General Comment	<p>Comments from Yellowknife Chamber of Commerce:</p> <p>The business community is also concerned that the legislation team at the City, which has limited capacity, is being burdened with projects that ought not be priorities. Prior to the lengthy Zoning By-law review in 2021 and 2022, we did not hear from the development community or from Council that it needed updating. We were told that the changes would have a significant impact on development in our community, but two years later we have not seen anything that would seem to justify the workload, nor the setting aside of other priorities. We have similar concerns about this current Land Administration By-law review. As far as we can tell, it does little more than cut Council and the public out of land acquisition and disposal decisions. Why is time and money being spent on this while the creation of a hotel levy by-law – for which territorial legislation was changed six long years ago – seems no closer to becoming a reality?</p>	<p>The City of Yellowknife follows the legislative requirements regardless of perceived burden on administration. The Community Planning and Development Act requires that “Council shall complete a review of a community plan within eight years after it is first adopted, and thereafter no later than eight years after the completion of each previous review”. The legislation further requires that “(1) On the adoption of a community plan, council shall proceed under subsection 12(2) to make a zoning bylaw.”</p>
Part 2 – Section 1, 3)	<p>Comments from Yellowknife Chamber of Commerce:</p> <p>We are skeptical as to the utility of this paragraph given the GNWT is a senior level of government and is not likely bound by a City by-law. The inclusion of this clause seems to serve only to discourage third parties from approaching the GNWT about land development opportunities, which is a situation that likely only arises at times when the City is not bringing enough land to market to meet demand for new housing. We would prefer to see mechanisms that facilitate the development of land by third parties, even if this requires the fast-tracking of Area Development Plans by the City.</p>	<p>Public request to “purchase” should be changed to Public request to acquire to capture both lease and purchase.</p> <p>The Cities, Towns and Villages Act, S.N.W.T., 2003, c.22, sections 53 to 55, provides the authority for municipalities to adopt a Land Administration By-law. The Land Administration By-law is a by-law that provides procedures, terms, and conditions for making acquisitions, dispositions, or other activities in relation to real property owned by the municipal corporation.</p>

Section	Public Comment	Administration's Response
	<p>Comments from the Department of Environment and Climate Change:</p> <p>This proposed provision of the by-law is beyond the City of Yellowknife's authority. The disposal of Territorial and Commissioner's land within the City of Yellowknife is currently solely within the GNWT's authority. The City of Yellowknife can't regulate disposal of Commissioner's and Territorial Land within its boundaries without the GNWT's agreement.</p> <p>This provision is related to the negotiation process towards an MOA that we have been pursuing together for the last several years. The MOA is required before what is envisioned by the proposed provision can occur. The MOA negotiations are the best place for this type of discussion as the MOA is a legal agreement between the City and the GNWT.</p>	<p>The GNWT <u>Municipal Land Development Policy 21.17</u> states that a municipal corporation has the power to dispose of land to the public. Policy further states "community governments should be responsible for land development and their autonomy should be maximized".</p> <p>There are examples where the Territorial government has leased and sold land directly to the public within the municipal boundary without the City. The GNWT then collects yearly lease fees and property taxes, which goes directly to the Territorial Government. The City cannot tax Commissioners leased lands, despite the City providing essential services such as roads, water, and sewer.</p> <p>Further, when the GNWT leases land, they specify the land use in the agreement, in effect becoming the Land Administrator within the City. Pre-approving a land use could conflict with the City's planning policies and by-laws. Policy 21.17 directs that "The Government of the Northwest Territories may allow private land developers to subdivide and develop large parcels of Commissioners land where: the proposal is approved by the community government and is consistent with their community plan/land use plan and zoning by-law". The City is seeking through this clause a first right of refusal for transfer of commissioner lands in keeping with policy 1.17 direction "community governments should have sufficient access to financial resources to undertake land development in a timely manner" and "Land Development cost should be fully recoverable"</p> <p>With regard to the MOA, the GNWT has been clear that it is not a legally binding agreement. The Land Administration By-law is a mechanism to work towards the City Land Administration goals.</p>

Section	Public Comment	Administration's Response
		The GNWT has bound itself under the Community Planning and Development Act, as such the GNWT is bound to follow bylaws directly flowing from that Act. It is the City's position that the Land Administration Bylaw is fundamental the orderly planning and development of City land and all land within the municipal boundary. To allow the GNWT to bring parcels online within City boundaries does not align with planning best practices of the GNWT's own policies, specifically GNWT's Land Development Policy section 12 where Development of Commissioner's land must be with agreement of the community government.
Part 2 – Section 1, 4), b.	<p>Comments from Yellowknife Chamber of Commerce:</p> <p>The old version (Clause 3(b)ii) stated that the Planning Administrator “shall refer the request [for land] to Council”, but now it says merely that the PA “<i>may</i>” refer the request to Council.</p> <p>We understand that completing land disposals via by-law is an annoyance in some cases, but we believe that eliminating Council oversight is a mistake. The by-law process allows the public to weigh in on the disposal. It forces consultation and ultimately leaves the final decision in the hands of elected officials. It also allows Council to choose the form of disposal. From a good governance standpoint, we do not support this change.</p>	<p>The proposed change aligns with the <i>Cities, Towns and Villages Act</i>, Section 54.</p> <p>(2) A municipal corporation may only dispose of its real property if:</p> <p>(a) Council has made a land administration bylaw, and the disposition is made in accordance with the land administration bylaw; or</p> <p>(b) the disposition is specifically authorized or approved by a bylaw.</p> <p>Council's oversight will be maintained through the approval of the acquisition (where applicable), Community Plan designations, Zoning By-law and Area Development Plans. These are all public processes. The intent is to create efficiencies within a system which may require multiple public and council processes prior to disposal.</p>
Part 2 – Section 1, 4), c.	<p>Comments from Yellowknife Chamber of Commerce:</p> <p>In the new draft by-law it states, “Land disposal must follow relevant policies and regulations.” This is a new term to be met for land disposal, and one that is problematic. The Planning Administrator can refuse a land purchase application if it does not align with planning policies, but land</p>	<p>The answer is related to the comments on Part 2 – Section 1, 4) b.</p> <p>It is the applicant's responsibility to do their diligence before submitting a land application. They may contact the City for assistance in the process.</p>

Section	Public Comment	Administration's Response
	purchase applications are expensive and time consuming, and the land-buying public has no way of knowing what the “policies” are. This is too ambiguous and will cause problems. Additionally, the proposed section as drafted makes no grammatical sense.	Planning policy and regulation processes are public processes and all approved by-laws are available on the City of Yellowknife website, through the Planning and Development Department, Council meetings and Agendas or by contacting the office directly.
Part 2 – Section 3, 1).	<p>Comments from Yellowknife Chamber of Commerce:</p> <p>We believe that reference should also be made to the Public Parks and Recreation Facilities Bylaw No. 4564, such that the City may not dispose of lands listed in the Schedules to that Bylaw. Public Parks and Recreation Facilities are key components of the quality of life in Yellowknife and should not be subject to disposal.</p>	The Public Parks and Recreation Facilities By-law is an example of just one by-law that is relevant, others such as Waste Management and the Water and Sewer By-laws, may also apply that is why the City generalizes it to “any relevant by-laws.”
Part 2 – Section 3, 9).	<p>Comments from Individual:</p> <p>‘...for its intended purpose.’ - Should be removed. The proponent should be able to re-purpose land without the City threatening re-acquisition.</p>	The Community Plan directs land use policy and the Zoning By-law regulates the land use. Proponents are able to develop a permitted use as identified in these documents.
Part 2 – Section 4, 1).	<p>Comments from Individual:</p> <p>Should add a clause for discretion of the City.</p>	The city and administration must adhere to the Fees and Charges By-law and the Financial Administration By-law.
Part 2 – Section 5, 1).	<p>Comments from Individual:</p> <p>‘...or the development costs, whichever is higher’ – this will deter development.</p>	This is in the current by-law and was not changed. The legislation and GNWT policies direct that municipalities recover development costs.
Current By-law No. 4596, Section 5, (j) and (k).	<p>Comments from Yellowknife Chamber of Commerce:</p> <p>In the proposed draft, clauses 5 (j) and (k) of the current bylaw, which require that land disposal be done by by-law, have been deleted. This is not mentioned in the summary table of changes provided to the public. Part 2, section 3 – 13) of the proposed bylaw says, quite confusingly, that “the disposition of land in fee simple or leasehold interest done following sections 4 [sic].” But section 4 relates to the pricing of land, not authorization for land disposal.</p>	<p>Section 5(j) was deleted, and Section 5(k) was reworded to be consistent with other changes related to a requirement for a disposal by-law.</p> <p>Please note that the requirement for a disposal by law to dispose of land is optional per the <i>Cities, Towns and Villages Act</i>, Section 54.</p>

Section	Public Comment	Administration's Response
	<p>To reiterate, we understand that disposal by-laws are a pain, but if this by-law is passed as presented, we believe that it would be in the City's purview to dispose of any infill land in Yellowknife without the need for Council approval and without the opportunity for public input. We are unsure if our reading is correct, but if so, this would be concerning. If not, we believe some clarification is necessary so that this misreading does not occur.</p>	
<p>Section 5. Establishing the Price of Land</p>	<p>Comments from Yellowknife Chamber of Commerce:</p> <p>The new version of this section in the draft by-law is clearer than the old version, but there is still some ambiguity that needs to be addressed:</p> <ul style="list-style-type: none"> • “The determination shall be based on appraised value...” So, is the price of land the appraised value, or is it just “based on” the appraised value. If the price were set at 125% of the appraised value it could still be argued that it is based on the appraised value. • What if the appraiser is wrong? What if the property sits unsold for two years? In the private sector we would recognize that in such a case, the appraiser got it wrong, and we would discount the price. This new by-law contains no mechanism to do the same. • What if the appraisal is a broad, neighborhood-scale appraisal that does not consider individual lot characteristics? In Niven Phase 7 one of the challenges with selling the lots was that land with very challenging topography was priced the same as flat land that could be developed at a much lower cost. The City would have been better served had it paid for more nuanced appraisals, or had it not been bound by the appraised value. 	<p>Section 5(1) proposed change:</p> <p>The price of the land must be equivalent to its appraised value.</p> <p>Using the appraised value for land pricing aligns with GNWT's Municipal Land Policy. It may also be the case that development costs alter the price, and will be considered as well.</p> <p>The way funds within the Land Administration fund are used are outlined by the Financial Administration By-law and must follow legislation. Development Incentives are separate from the Land Administration by-law.</p>

Section	Public Comment	Administration's Response
	We believe it is in Council's best interest to allow itself flexibility when it comes to land pricing. Council should have the ability to use the land fund as a stabilization fund - to use the profits from areas that are cheap to develop (like Grace Lake) to subsidize the more expensive areas (like Niven Phase 8).	
Part 2 – Section 8.	Comments from Individual: Why exclusively Habitat?	Direction of Council.
Part 2 – Section 9, 1).	Comments from Yellowknife Chamber of Commerce: There are two new methods listed in the by-law (auction and tender) that are not referenced in the summary of changes provided to the public. Also, as a formatting note, it appears the number "1)" is missing before the list of methods starting with "a) ballot draw;"	Re-formatted the typo.
Part 2 – Section 9, 4).	Comments from Yellowknife Chamber of Commerce: It seems this section contains a typo, stating "the provisions of section 11..." when we believe it is referring to section 9.	Corrected it to state section 9, 1).
Part 2 – Section 10, 1).	Comments from Yellowknife Chamber of Commerce: In the old by-law the requirement for public advertising used to read that advertisement must be made by "newspaper, newsletter, and website". This was changed in the new draft to just one of either newspaper, newsletter or social media. We are uncertain as to what necessitated this change and scaling back on where advertisements must be placed.	<p>The <i>Cities, Towns and Villages Act</i> does not require Public Notice or advertisement for municipal land disposal.</p> <p>Even though it is not required, the change aligns with the <i>Cities, Towns and Villages Act</i>. Section 165.</p> <p>Public notice 165. (1) When public notice is required under this Act, the notice must be given to the general public in one or more of the following ways: (a) by inserting the notice at least once in a newspaper circulating in the municipality;</p>

Section	Public Comment	Administration's Response
		<p>(b) by mailing or delivering a copy of the notice to the household of each adult resident in the municipality;</p> <p>(c) by causing announcements to be made on a radio or television station received in the municipality on at least three separate days;</p> <p>(d) by posting a notice in at least five widely separated and conspicuous places in the municipality.</p> <p>The previous requirement for advertisement was made when the internet and social media were not the major trends in advertisement. The change gives the City more efficient and flexible options.</p> <p>Moreover, all land for disposal is always listed (advertised) on the City's website as soon as it becomes available for sale.</p>
Part 2 – Section 10, 3).	<p>Comments from Yellowknife Chamber of Commerce:</p> <p>In the old by-law it stated that “the disposal of any land may be subject to re-advertisement of a notice, at the sole discretion of the City.” In the new draft, it now states “After the public notice and the first offering, the Planning Administrator may dispose of the land without further advertisement at the sole discretion of the Planning Administrator.” This is quite a significant change and one that is not referenced in the “Summary of Key Updates Reflected in the Draft Administration By-law” document circulated to the public.</p>	<p>All land for disposal is always listed (advertised) on the City's website as soon as it becomes available. Therefore, re-advertisement is optional in both language examples.</p>



CITY OF YELLOWKNIFE

MEMORANDUM TO COMMITTEE

COMMITTEE: Governance and Priorities / Council

DATE: March 11, 2024

DEPARTMENT: Planning and Development

ISSUE: Whether to amend the Zoning By-law No. 5045 to permit a 'campground' on a portion of Lot 3, Block 569, Plan 4219 (adjacent to 127 Braden Boulevard).

RECOMMENDATION:

That By-law No. 5079, a by-law to amend the Zoning By-law No. 5045 to permit a 'campground' on a portion of Lot 3, Block 569, Plan 4219, be presented for adoption.

BACKGROUND:

The City of Yellowknife has received an application from Arctic Farmer Ltd. for a commercial operation of a 22-site campground on a portion of Lot 3, Block 569, Plan 4219 (the "subject property"). The subject property is slightly under 10 hectares of land leased from the City, and a quarter of the land to the west will be used for the campground (Figure 1). The subject property is located south of Grace Lake, at the end of Kam Lake Road. There are no immediately adjacent neighbours, and the subject property is surrounded by vegetation. Under the Zoning By-law No. 5045 (Zoning By-law), the subject property is zoned KLS 2 - Kam Lake South Two (KLS 2), where a campground is neither a permitted use nor a discretionary use. Hence, a zoning by-law amendment is proposed to add "campground" as a permitted use on the subject property.

Existing Use

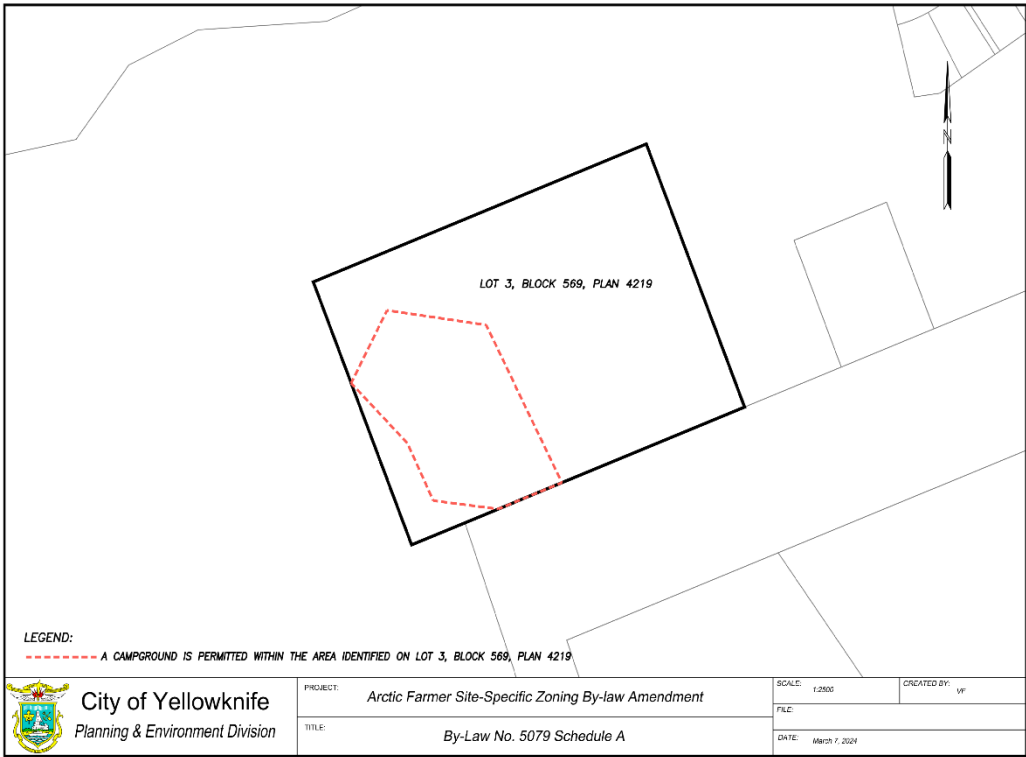
The subject property is used as a soil operation and sod farming, which complies with both the Lease Agreement and the Zoning By-law. In July 2023, City staff identified the unauthorized land use of a campground on this property and pursued enforcement actions. The campground has since ceased operation. The applicant seeks a zoning by-law amendment, which is the required planning route to permit the campground for future operations.

Proposal

Arctic Farmer Ltd. is proposing to amend the Zoning By-law to permit a campground on a portion of the subject property. Figure 1, shows the proposed location of the campground. This is a site-specific

amendment. If approved, a campground will be permitted solely on the subject property and will not be applied to other properties within the same zone.

Figure 1: Proposed location of campground



COUNCIL POLICY / RESOLUTION OR GOAL:

Strategic Direction #1:	People First
Focus Area 1.3	<u>Liveable Community</u> Support all residents to participate in the social fabric and physical space of our community.
Key Initiative 1.3.1	Providing affordable and diverse recreation and arts opportunities for residents.

APPLICABLE LEGISLATION, BY-LAWS, STUDIES, PLANS:

1. *Cities, Towns and Villages Act S.N.W.T. 2003;*
2. *Community Planning and Development Act S.N.W.T. 2011, c.22;*
3. Community Plan By-law No. 5007;
4. Zoning By-law No. 5045; and
5. Lease Agreement (Lot 3, Block 569, Plan 4219)

CONSIDERATIONS:

Legislative

The *Cities, Towns and Villages Act* and *Community Planning and Development Act* provides Council with the authority to, by bylaw, amend the Zoning By-law following the procedures established in the regulations.

Section 3.2.1 c) of the Zoning By-law specifies that Council may approve, add any specific provision(s), or deny applications for an amendment to this By-law.

Community Plan, By-law No. 5007

Section 4.9 Kam Lake South

The subject property is designated Kam Lake South. The Community Plan directs that the Kam Lake South area is intended for increased tourism and commercial recreation activities. A campground is considered an acceptable tourism and commercial recreation activity. The proposal conforms to the policy.

Zoning By-law, No. 5045

The subject property is zoned KLS 2. The KLS 2 Zone is dedicated for natural resource extraction, commercial recreation and urban agricultural activities. Commercial recreation is a permitted use. A campground is considered a commercial recreation use in terms of land use impact. In the KLS 2 Zone, more intense uses, such as natural resource extraction, are permitted as of right. It is determined that a campground is within the land use norm and is consistent with the intent of KLS 2 Zone. A campground is considered compatible with the surrounding area of the subject property.

Departmental Consultation

Public Works:

The last portion of the Kam Lake Road (roughly 580 metres) that connects to the subject property has not been upgraded and maintained up to City standards. It is recommended by Public Works that the road be brought up to standard and maintained by the proponent (Arctic Farmer Ltd.) in order to support the operation of the campground. Additional discussion is required to arrange road upgrade and maintenance, which can be addressed as a condition of Development Permit approval if the amendment is approved, with conditions.

Public Safety:

No concern identified. Fire suppression to be considered as a condition of a Development Permit if the zoning amendment is approved.

Public Consultation

Neighbours within 180 metres of the subject property have been notified of the proposed amendment in accordance with the *Community Planning and Development Act*. A notice of application has been posted adjacent to the property. No public comment has been received.

Conditions of Approval:

Staff recommend the proposed Zoning By-law amendment No. 5079 to add a campground as a permitted use on a portion of Lot 3 Block 569 Plan 4219 be adopted. Conditions will be applied during the Development Permit process if the amendment is adopted.

ALTERNATIVES TO RECOMMENDATION:

That By-law No. 5079, a by-law to amend the Zoning By-law No. 5045, not be presented to Council.

RATIONALE:

Arctic Farmer Ltd. proposed a zoning by-law amendment to permit a campground as a site-specific use of land. Council is the approval authority, to adopt the amendment by-law to the Zoning By-law, as per the *Cities, Towns and Villages Act* and *Community Planning and Development Act*.

It is determined that the proposed amendment conforms to policies and the intent of the Community Plan By-law No. 5007 and Zoning By-law No. 5045. It will also support Council's Key Initiative 1.3.1. to provide additional recreation opportunities for residents and tourists. Administration recommends support of adopting By-law No. 5079 to amend the Zoning By-law No. 5045. If approved a Development Permit and Development Agreement will be required, in addition to an update to the Lease Agreement.

ATTACHMENTS:

1. Planning Report February 2024 (DM#759699); and
2. By-law No. 5079 (DM#753614)

Prepared: Feb 27, 2024; VP

Revised: March 1, 2024; CW

Property Information

Location Description	Lot 3 Block 569 Plan 4219
City of Yellowknife Community Plan	Section 4.9 Kam Lake South Section 5.1.2. Environment Section 5.2 Transportation Section 5.3 Municipal Infrastructure
City of Yellowknife Zoning By-law	Section 4.1 Development Permits and Development Considerations Section 4.7 Development Permit Conditions and Development Agreements Section 9 General Development Regulations Section 12.3 Kam Lake South Two
Lease Agreement	Appendix C (November 15 th , 2022)
Civic Address	Kam Lake Road
Access	Kam Lake Road
Municipal Services	NA

Recommendation:

The Planning and Development Department recommends that the proposed Zoning By-law amendment No. 5079 to permit a campground on a portion of Lot 3 Block 569 Plan 4219 be brought forward to Council for review following the corresponding procedures established in the regulations.

Administration recommends the proposed Zoning By-law amendment No. 5079 be adopted.

Proposal:

The applicant proposes to develop a campground on Lot 3 Block 569 Plan 4219 (the “subject property”). The subject property is currently zoned KLS 2 - Kam Lake South Two where a campground is not a permitted or discretionary use. The applicant is proposing a site-specific zoning by-law amendment that will add “campground” as a permitted use to the subject property.

Background:**GENERAL STATEMENT**

The subject property is located south of Grace Lake at the end of Kam Lake Road and is owned by the City. It is currently being leased to the applicant (Arctic Farmer Inc.) under a 4-year term for the purpose of composting and urban agriculture (commercial and community), which will expire in October 2026.

The property is currently used for soil operation (topsoil and gravel for landscaping projects) and sod farm, which complies with the Lease Agreement and the Zoning By-law.

In July 2023, the City identified the unauthorized land use of a campground on this property and pursued enforcement actions. The campground has ceased operation and related structures have been removed. The applicant is seeking the appropriate approval to permit the campground for future operations.

The campground will include 22 sites to be rented out, as a commercial operation. The subject property is 97,195 m² (9.7 hectares) in area, and the proposed campground occupies roughly 24,278 m² (2.4 hectares) to the west boundary of the property (Appendix D).

The subject property is designated Kam Lake South under by the Community Plan No. 5007 and zoned Kam Lake South 2 (KLS 2) under the Zoning By-law No. 5045.

A campground is defined as “land used for the parking and temporary use campsites occupied by tents, trailers, recreational vehicles and accessory uses and facilities such as administrative offices, sanitary facilities, recreational facilities and a convenience store” under the Zoning By-law. This accurately describes the proposed use of the subject property.

SUPPORTING STUDIES AND REPORTS

- Zoning By-law Amendment Application and supporting document (Appendix A) – prepared by Dennis Kefalas P.Eng (Stantec Architecture LTD.)

Assessment of the Application:

JUSTIFICATION

A campground is a defined and regulated land use under the Zoning By-law No. 5045, as amended. It is not a permitted or discretionary use under the current zone of the subject property, Kam Lake South Two (KLS 2). A Zoning By-law amendment is required to permit a campground in the KLS 2 Zone.

LEGISLATION

- *Community Planning and Development Act, S.N.W.T. 2011, c.22*

Section 3 of the *Act* states that the purpose of a community plan is to provide a policy framework to guide the physical development of a municipality, having regard to sustainability, the environment, and the economic, social and cultural development of the community.

Section 12 of the *Act* states that the purpose of a zoning by-law is to regulate and control the use and development of land and buildings in a municipality in a manner that conforms with a community plan. Subsection (4) further states that a zoning bylaw must not conflict with a community plan.

- *Cities, Towns and Villages Act, SNWT 2003, c.22*

Section 73 to 76 and 129 of *Act* state that Council may, by bylaw, amend a by-law and state the required procedure to approve by-laws. A by-law must have three readings and a public hearing to be effective.

- Community Plan No. 5007, as amended

The purpose of the Community Plan is to create a policy framework that sets out a vision for the future growth and development of the City, by guiding the zoning by-law in respect of the use and development of land and buildings in the municipality.

This Community Plan provides high-level policies that guide all zoning by-law provisions and amendments. The Zoning By-law and all amendments shall conform to the Community Plan.

- Zoning By-law No. 5045, as amended

Regulations of the Zoning By-law apply to the use and development of land and buildings within the municipal boundary of the City.

Section 3.2.1 c) specifies that Council may approve, add any specific provision(s), or deny all applications for an amendment to this By-law.

Section 4.1 states that Development Permits support the regulation and control of the land use and development of land and buildings in the City, in accordance with this by-law. Section 4.7 states that as a condition of Development Permit approval, the Development Officer may require that the applicant enter into a Development Agreement with the City.

Section 5.2 states the application and review process of a by-law amendment proposal.

Section 9 provides development requirements for non-residential uses.

PLANNING ANALYSIS

Community Plan No. 5007, as amended

Section 4.9 Kam Lake South

The Plan provides a policy framework that sets out a vision for future growth and development over the next 20 years. The Plan divides the municipality into different land

use designation areas – providing an overview, general purpose of land use, objectives and policies to support the overall intent of land use in that area.

The subject property is designated Kam Lake South. The Community Plan recognizes that the Kam Lake South area is intended for the increased tourism and commercial recreation activities and provides objectives and policies that support such uses:

- Objective 2: “To accommodate tourism and commercial recreation operations.”
 - Policy 2-a: “Tourism operations and related uses will be permitted in this area”
 - Policy 2-b: “Development that supports the staging or operations of tourism and commercial recreation operations should be accessible by City roads and infrastructure.”
- Objective 6: “To minimize land use conflicts between activities that create noise, dust, vibrations and other nuisances that may disturb residential use.”
 - Policy 6-b: “Any land use requests in the area must consider the compatibility with quarrying and kennels.”
- Objective 7: “To sequence development in a way that minimizes strain on municipal infrastructure and resources.”
 - Policy 7-b: “All uses will be located along municipal roads.”

The Community Plan supports tourism or commercial recreation operations in the Kam Lake South area. Within a planning context, a campground is interpreted as a similar use to a tourism use or commercial recreational use. Thus, a campground is in keeping with the policy direction and intended uses of the Kam Lake South area.

The subject property is located on and accessed by Kam Lake Road - a public road, which complies with the above policy in the Community Plan. Public Works Department indicated that the last portion of the road leading to the subject property is substandard (Appendix E). It is recommended that the road should be upgraded in order to be able to properly support the campground (see “Servicing/Safety/Park & Rec/Community/Reconciliation” section).

A campground is usually not expected to be connected to municipal water and sewer services. Patrons of the campground are expected to bring water in and bring waste water out of campground. According to the applicant, patrons can use Pump House #4 on Old Airport Road and pump-out sewage at the RV sewage dump station on Kam Lake Road (Appendix A). However, for public safety purposes, it is necessary to have sufficient water on site for firefighting/fire suppression purposes, which can be arranged as part of the service agreement with the City (see “Servicing/Safety/Park & Rec/Community/Reconciliation” section).

The subject property is not located in close proximity to any existing kennel operations. The closest quarry operation is located approximately 400 metres away, which is beyond the range of impact as quarries are only required to maintain a 30-metre vegetation buffer. Therefore, the campground is considered generally compatible with either quarrying or

kennels in the area and will not be negatively impacted by the existing uses. Any specific concern will be addressed in the Development Permit process should this amendment be adopted.

Section 5.1.2. Environment

The Community Plan encourages the protection of natural environment through planning and development objectives and policies.

- Objective 2: “To protect quality of water in lakes and waterbodies.”
 - Policy 7-b: “The City will respect the 100’ reserve on land adjacent to waterbodies according to GNWT’s *Commissioner’s Land Act* and *Northwest Territories Lands Act*.”

Land Officers were consulted regarding the above Acts. As indicated in the survey plan, neither the large swamp to the southwest of the subject property nor the two smaller ones had been classified as “waterbodies” by the surveyor, thus they will not be subject to the 100’ reserve regulation.

Section 5.2. Transportation

The Community Plan recognizes that public roads handle the bulk of the City’s transportation trips and link the City together in a safe and efficient manner. For this proposed development, it is important to ensure that Kam Lake Road is capable of handling the intensity and frequency of usage of a campground, hence proper road upgrade and maintenance should be a priority (see “Servicing/Safety/Park & Rec/Community/Reconciliation” section).

Section 5.1.2. Municipal Infrastructure

The City provides piped water and wastewater in the core area of the municipality. The subject property is located outside of piped water and wastewater services, and patrons of the facility will not be expecting municipal services. However, as suggested, the applicant should arrange water supply for firefighting purposes, which will be addressed during the Development Permit process.

Lease Agreement

“c. The Lessee wishes to lease the Lands from the City for the purpose of Composting Facility and Urban Agriculture, Commercial and Community (the “Purpose”).

3.1.1 The Lessee shall

(a) use the Land for the Purpose as indicated in this Agreement;”

The Lease Agreement is an agreement between the applicant and the City that contains clauses on permitted land use(s) on the leased property. It is clearly defined in the Agreement that only “Composting Facility and Urban Agriculture, Commercial and Community” are permitted. It is recommended that if the zoning by-law amendment for a campground is approved by Council, the applicant shall be required to request a revision of the Lease Agreement to reflect the change of land use on this leased property.

Zoning:

Zoning By-law No. 5045, as amended
Section 12.3. KLS 2 – Kam Lake South Two

A zoning by-law regulates land uses as prescribed in the different zones. When a land use that is not specifically permitted in a zone is proposed, an application to amend the zoning by-law is required to review if such use is appropriate. The subject property is zoned Kam Lake South Two (KLS 2) and this zone allows the following uses:

Permitted	Discretionary
Accessory building	Industrial, heavy
Accessory use	Similar use
Commercial Recreation	
Composting facility	
Communication tower	
Natural resource extraction	
Public utility uses and structures	
Recycling facility	
Temporary use	
Urban agriculture, commercial	
Urban agriculture, community	

The purpose of the KLS 2 Zone is to provide land dedicated for natural resource extraction, commercial recreation, and urban agricultural activities. A commercial recreation use is a permitted use under the KLS 2 Zone. The *Zoning By-law* defines “Commercial Recreation use” as:

“the use of land, buildings or structures for recreational or tourism activity in return for a fee. May include but is not limited to indoor commercial playgrounds, bowling alleys, fairs, racquet courts, gymnasiums, outdoor tourism activities, the storage of equipment to support outdoor tourism activities, staging areas, retail sales, accessory food and beverage services and associated offices; Does not include a Hotel”.

Although otherwise defined in this by-law, a campground is a similar use to a “commercial recreation use”. A campground has a similar land use impact in terms of noise, odour, light, and dust. Therefore, it is in line with the purpose and land use pattern of the KLS 2 Zone.

In addition, the KLS 2 Zone already permits more intense uses as of right, such as natural resource extraction, which is expected to have more significant impact than a campground. A campground has a lesser impact, thus is considered within the land use norm within KLS 2 Zone and should not cause increased negative impact as a new permitted use.

Site-specific amendment

A zoning by-law amendment may be applied to the entirety of the zone, or only to a specific property. In this case, a site-specific zoning by-law amendment is recommended and the proposed use is limited to a specified area within the property (Appendix D). If approved by Council, it means that this amendment will only affect the subject property and will not affect other properties within the same zone. If the same use is proposed on another property within the same zone in the future, another amendment will be required.

Site-specific zoning by-law amendment is a reasonable approach and standard planning practice to ensure the compatibility of the new use in the zone and prevent unexpected consequences before considering a zone-wide amendment.

For a site-specific amendment, it is important to consider the compatibility of the proposed use within the immediate area. The subject property is located on the outer edge of the City with no adjacent neighbours, other than a quarry that is approximately 400 metres away on the opposite side of the road. The nearest residential neighbourhood is more than 500 metres away. The subject property is surrounded by heavily vegetated and forested land that is zoned Growth Management (GM). Land zoned GM is for future development that will not be immediately available for development besides parks, public utility, and community urban agriculture uses. Those uses will not conflict with the proposed campground use. In other words, the subject property is well screened and buffered and will have minimal land use conflicts with the surroundings. To conclude, administration has no additional concerns about the proposed land use at the proposed location.

Servicing/Safety/Park & Rec/Community/Reconciliation:

A campground is usually not expected to be connected to municipal services. As indicated in the Application, patrons will be responsible for their own drinking water and sewer, likely through off-site third party services. It is recommended that a water supply be arranged for firefighting purposes as a condition of Development Permit approval for the campground should the amendment be adopted by Council.

The Public Safety Department has no concern about this proposed amendment from a public safety perspective.

The Public Works Department raised a concern regarding the last portion of Kam Lake Road (Appendix E). Kam Lake Road is a public road and is the only access to the property. However, the last 580 metres (approximately) of Kam Lake Road has not been maintained nor upgraded to the current City standards. If the road is to be used by the public on a

regular basis to access the campground, the last portion of it needs to be upgraded and maintained to City standards. The City has no immediate plan for such upgrades, so the applicant will be responsible for bringing the road up to standard and performing maintenance. The applicant needs to obtain City's authorization to operate on a public road. To ensure public safety and access, further discussion is required to arrange road upgrade and maintenance for the identified portion of Kam Lake Road before the campground opens to the public. This will be addressed and be required as a condition of Development Permit approval for the campground should the amendment be adopted by Council.

Public Consultation:

LEGISLATIVE AND POLICY REQUIREMENTS

On December 8th, 2023, a letter Notice of Application was circulated to the neighboring residents and landowners within 180 metres of the subject property pursuant to section 14 (2) of the *Community Planning and Development Act*. One letter was returned by the courier, and a replacement letter was sent to the updated address of the neighbour on December 18th, 2023 providing an extended timeline for the recipient to comment. Since this is a larger property, notice circulation radius was increased to half of the lot width to address the potential impact of the proposed use and to provide a reasonable opportunity for neighbours to raise concerns. A Notice of Application was also posted adjacent to the subject property on December 8th, 2023. No comment was received within the established consultation timeframe.

The City will notify the public of a public hearing session if the proposed zoning by-law amendment has received first reading from Council, as per section 129 of the *Cities, Towns and Villages Act*. Council would then review public input from this meeting and by resolution, make a decision on the proposed zoning by-law amendment after all due procedures and consultations are complete.

Next Steps:

Based on the above analysis, administration has no major concern regarding the proposed zoning by-law amendment to allow a campground to be operated on the subject property. Zoning by-law amendment is a process to legalize the proposed land use from a zoning perspective. Any other specific concerns will be addressed in the Development Permit process.

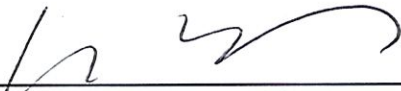
If the amendment is supported and adopted by Council, the applicant will need to apply for a Development Permit to establish the new land use and to apply for any other permits that a campground and its associated structures may need. As a condition of Development Permit approval, the Development Officer will require that the applicant enter into a Development Agreement with the City that the applicant construct or pay for the construction of upgrades to a road required to give access to the development (Section 4.7

of the Zoning By-law). The applicant will be required to apply for a revision to the existing Lease Agreement to reflect the new land use and arrange water supply for firefighting purposes, as a condition of Development Permit approval. Additional conditions may be applied upon review of the Development Permit application.

Conclusion:

The proposed zoning bylaw amendment conforms to the policies of the Community Plan No. 5007 and Zoning Bylaw No. 5045, as amended. It is recommended that the proposed Zoning By-law amendment No. 5079 to add a campground as a permitted use on a portion of Lot 3 Block 569 Plan 4219 be brought forward to Council for decision following the corresponding procedures established in the regulations. Administration recommend the proposed Zoning By-law amendment No. 5079 be adopted.

Reviewed [and Approved] by:



Qi (Vivian) Peng, MEM
Planner, Planning and Environment

March 04, 2024
Date

Concurrence by



Charlseey White, MCIP, RPP
Director, Planning and Development

Mar 4/24
Date

Appendix

- A – Zoning By-law Amendment Application (DM#758971)
- B – Zoning Map
- C – Lease Agreement (DM#715414)
- D – Draft bylaw amendment (DM#753614)
- E – Map of Kam Lake Road

Appendix A



Stantec Architecture Ltd.

October 6, 2023

Project/File

Tatsuyuki Setta
Manager of Planning and Environment
City of Yellowknife
4807 - 52 Street
P.O. Box 580
Yellowknife, NT X1A 2N4
By email to: tsetta@yellowknife.ca

Dear Mr. Setta,

Reference: Arctic Farmer Rezoning Application

Stantec has been hired by Arctic Farmer, a local company who has a lease for a parcel of land on Kam Lake Road (Lot 3 Block 569 Plan 4219). Arctic Farmer is applying for an amendment to the City of Yellowknife Zoning Bylaw No.5045 to bring their current operations on this parcel into compliance.

The applicant is requesting an amendment to Zoning Bylaw No. 5045 for a campground to be allowed on the portion of the Lot 3 Block 569 Plan 4219 shown in the attached figure.

This letter is intended to accompany the City of Yellowknife Zoning Application Form and provide additional information.

1. Reason for the Zoning Request

CURRENT OPERATIONS

There are currently 3 land uses taking place and one under development on the lot. Below each use is explained in more detail.

Soil Operation – The lease holder has a permitted soil operation on the property. This work involves bringing in and sifting material to separate organic materials from gravel. Topsoil and gravel are then used by Arctic Farmer in landscaping projects around the community.

Sod Farm – The lease holder grows sod to be used on landscaping projects.

RV Park – A small unserviced RV park has been developed on the site over time. There is an internal road that is used to access 22 sites. In the future, the lease-holder would like to be able to rent these RV sites as a business.

Golf Course (under development) – The lease holder has been working to develop a golf course on this parcel. Some fairways are under development, but more work is needed before the course is complete and

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For a list of our licensed architects, please visit stantec.com/registeredarchitects
Gord Johnston P.Eng. | Stephen W.K. Phillips ARCHITECT AIBC, ARCHITECT AAA, AANB, AAPEI, NLAA, SAA, MAA, OAA, NSAA, NWTAA, FRAIC, LEED AP | Darren Burns ARCHITECT AIBC, ARCHITECT AAA, AANB, AAPEI, NLAA, SAA, MAA, OAA, NSAA, NWTAA, FRAIC | Suzanne Crysdale ARCHITECT AIBC, ARCHITECT AAA, AANB, AAPEI, NLAA, SAA, MAA, OAA, NSAA, NWTAA

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Tatsuyuki Setta
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Reference: Arctic Farmer Rezoning Application

ready for use. As the fairways are being developed, berry bushes have been planted along the edges and to date 500 haskap, current, saskatoon berry, gooseberry and cranberry bushes have been planted.

SURROUNDING LAND USES

To the east, north and west of the parcel there is vacant undeveloped municipal lands. Approximately 450 m to the northwest, there are residential lots along Braden Boulevard. Approximately 450 m to the southwest there is a quarry operating on leased land.

ZONING ANALYSIS

The Arctic Farmer parcel is currently zoned KLS2 – Kam Lake South 2. The stated purpose of the KLS-2 Zone is to: “provide land dedicated for Natural Resource Extraction, Commercial Recreation and Urban Agricultural activities.”

The table below lists each of the current and proposed uses on the Arctic Farmer parcel and how each use fits with the Zoning Bylaw definitions and the permitted uses in the KLS-2 Zone.

Use	Definition in Zoning Bylaw	Permitted Use in KLS-2 Zone
Soil Operation	Covered under definition of <i>Natural Resource Extraction</i>	Yes
Sod Farm	Covered under definition of <i>Urban Agriculture, Commercial</i>	Yes
Golf Course	Covered under definition of <i>Commercial Recreation</i>	Yes
RV Park	Covered under definition of <i>Campground</i>	No

The only proposed use on the Arctic Farmer parcel that is not currently allowed is the RV park. This use falls under the *campground* definition in the Zoning Bylaw. In the Zoning Bylaw, campgrounds are only allowed under the PR – Parks and Recreation Zone as a discretionary use. In many jurisdictions, campgrounds are considered a type of commercial recreation.

Arctic Farmer is applying for a location specific amendment to the Zoning Bylaw to allow for a campground on this property. This proposed zoning amendment will bring the current uses on the Arctic Farmer lot into zoning compliance, without allowing other campgrounds to be developed in this area.

The current development on the subject lot complies to all the specific development regulations (setbacks, lot coverage, heights, etc.) for KLS-2 zone. This is confirmed in the table below.

	KLS 2 – Regulation	Arctic Farmer Parcel
Minimum Lot Width	30 m	350 m
Maximum Lot Coverage	30%	-parcel area roughly 100,000 sq m -building area roughly 1,000 sq m -lot coverage 1%

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Tatsuyuki Setta
Page 3 of 4

Reference: Arctic Farmer Rezoning Application

Maximum Height Principal Building	15 m	-roughly 8 m
Maximum Height Accessory Building	Less than principal building	-less than 8 m
All Yard Setbacks	6 m	17 m front yard; rear and side yard setback are larger
Minimum distance between buildings	1 m	Over 1 m

RV PARK MANAGEMENT

Erosion Management – The area around the RV park has been landscaped and vegetated to minimize erosion. In addition, the site has been graded to direct run-off towards planted areas and swales, with stored water being available to use for irrigation.

Services – The RV park is un-serviced and visitors are responsible for their own drinking water and waste water. RV's can fill up with water at Pump House #4 on Old Airport Road and pump-out sewage at the RV sewage dump station on Kam Lake Road.

Park Management – The limited number of camping spaces will be made available on a first come, first served basis. The long-term plan is to provide seasonal passes for users to reduce the amount of traffic entering and exiting the site daily.

2. Compliance with Adopted Community Plans

YELLOWKNIFE COMMUNITY PLAN

The Arctic Farmer parcel falls within the Kam Lake South designation of the City's Community Plan. Section 4.9 of the City's Community Plan outlines the intended uses which include tourism and commercial recreation, a home for the dog sledding community, light industrial uses, agriculture and quarrying.

The current and proposed uses on the Arctic Farmer parcel are supported by the Yellowknife Community Plan. The table below outlines the *Planning and Development Objectives* for the Kam Lake South area and how the uses on the Arctic Farmer parcel are supported by these objectives.

City Planning and Development Objectives for the Kam Lake South Area	Planning Analysis
1. To accommodate land for the purpose of boarding, breeding, raising or training of animals including Kennels and Animal Shelters.	Proposed development will not limit the use of this area for kennels or dog mushing.
2. To accommodate tourism and commercial recreation operations.	The proposed golf course and RV park are considered tourism and commercial recreation operations and are supported in this area.

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Tatsuyuki Setta
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Reference: Arctic Farmer Rezoning Application

3. To accommodate agriculture and horticultural uses.	The sod farm is an agricultural use and is supported in this area.
4. To accommodate accessory dwelling units that support primary uses such as dog lots and kennels, tourism, commercial recreation and agriculture activities.	There is an accessory dwelling unit on the Arctic Farmer parcel. The proposed uses would not negatively impact other existing or planned accessory dwelling units in this area.
5. To accommodate quarrying inside of the municipal boundary.	The soil operation is considered type of quarry and is supported in this area.
6. To minimize land use conflicts between activities that create noise, dust, vibrations and other nuisances that may disturb residential use.	The current and proposed uses will not lead to increased land use conflicts in this area.
7. To sequence development in a way that minimized strain on municipal infrastructure and resources.	The Arctic Farmer parcel is already served by a Kam Lake Road and new infrastructure is not required at this time. Water and sewer services are not available in this area and are not required for any of the proposed uses.
8. To ensure road safety for all users.	The Arctic Farmer parcel is served by Kam Lake Road and new infrastructure is not required at this time

Grace Lake Development Scheme

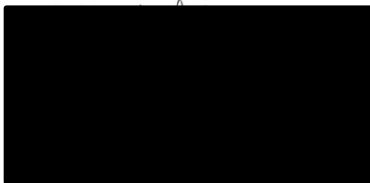
The Grace Lake Development Scheme provides a framework for the development of a residential area on both the north and south sides of Grace Lake. The area covered by this scheme is over 450 m northeast of the Arctic Farmer parcel. The proposed uses on property do not negatively interfere with the Grace Lake Development Scheme.

CLOSURE

Please do not hesitate to contact me if you have any questions or require any additional information.

Respectfully,

STANTEC ARCHITECTURE LTD.



Design with community in mind

Form D - Zoning By-law and/or 2020 Community Plan Amendment Application

Zoning By-law No. 5045

Planning and Development Department, City of Yellowknife



I/We hereby make application for an amendment to the Zoning By-law/2020 Community Plan in accordance with the information submitted herewith and subject to all applicable provisions of Zoning By-law No. 5045.

Property to be Amended/Property Owner Information				
Property Owner Name	Owner - City of Yellowknife Lessee - Arctic Farmer Nursery Landscaping, Darwin Rudkevitch			
Property Owner Telephone(s)	Home:		Work or Cell:	
Property Owner Email				
Civic Address of Proposed Development	Kam Lake Road (no number provided)			
Mailing Address of Property Owner				
Legal Description of Proposed Development	Lot:	3	Block:	569
			Plan:	4219
Applicant Information (if different from owner)				
Applicant Name	Stantec			
Applicant Telephone(s)	Home:		Work or Cell:	
Applicant Email				
Mailing Address of Applicant				
Civic Address of Applicant				
Proposed Zoning By-law/2020 Community Plan Amendment				
Existing Zoning/2020 Community Plan Designation	Existing Zoning Designation - Kam Lake South 2 (KLS-2) Existing OCP Designation - Kam Lake South			
Proposed Zoning/2020 Community Plan Designation	Amend KLS-2 -add campground as an allowed use on a portion of this lot			
Signature			Date	October 6, 2023

FOR OFFICE USE ONLY:	
Fee Paid:	
Invoice #:	
GL Code:	

Zoning By-law/2020 Community Plan Amendment Application Fee

- (a) \$3,500.00 for Zoning Amendment; or
- (b) \$7,000.00 for Zoning and Community Plan Amendment

Description of Proposed Zoning By-law/2020 Community Plan Amendment

Reason for Requested Zoning By-law/2020 Community Plan Amendment
<p>Application for an amendment to the City of Yellowknife Zoning Bylaw to allow for a campground on a portion of this lot.</p> <p>See Section 1 of the attached letter for more detailed information.</p>
Does the proposed amendment conform to any existing or proposed 2020 Community Plan or Development Scheme that affects or will affect the land? (explain)
<p>The current and proposed uses on the Arctic Farmer parcel are supported by the Yellowknife Community Plan.</p> <p>See Section 2 of the attached letter for more detailed information.</p>

IMPORTANT NOTE: PLEASE READ THE FOLLOWING PRIOR TO SUBMITTING THIS APPLICATION

Additional information may be attached to this application and may be requested by the Planning Administrator of the Planning and Lands Division of the City of Yellowknife in support of the application.

Notwithstanding anything contained in Zoning By-law No. 5045 or the 2020 Community Plan, a proposed amendment which has been rejected by Council within the previous 12 months shall not be reconsidered unless Council otherwise directs by resolution.



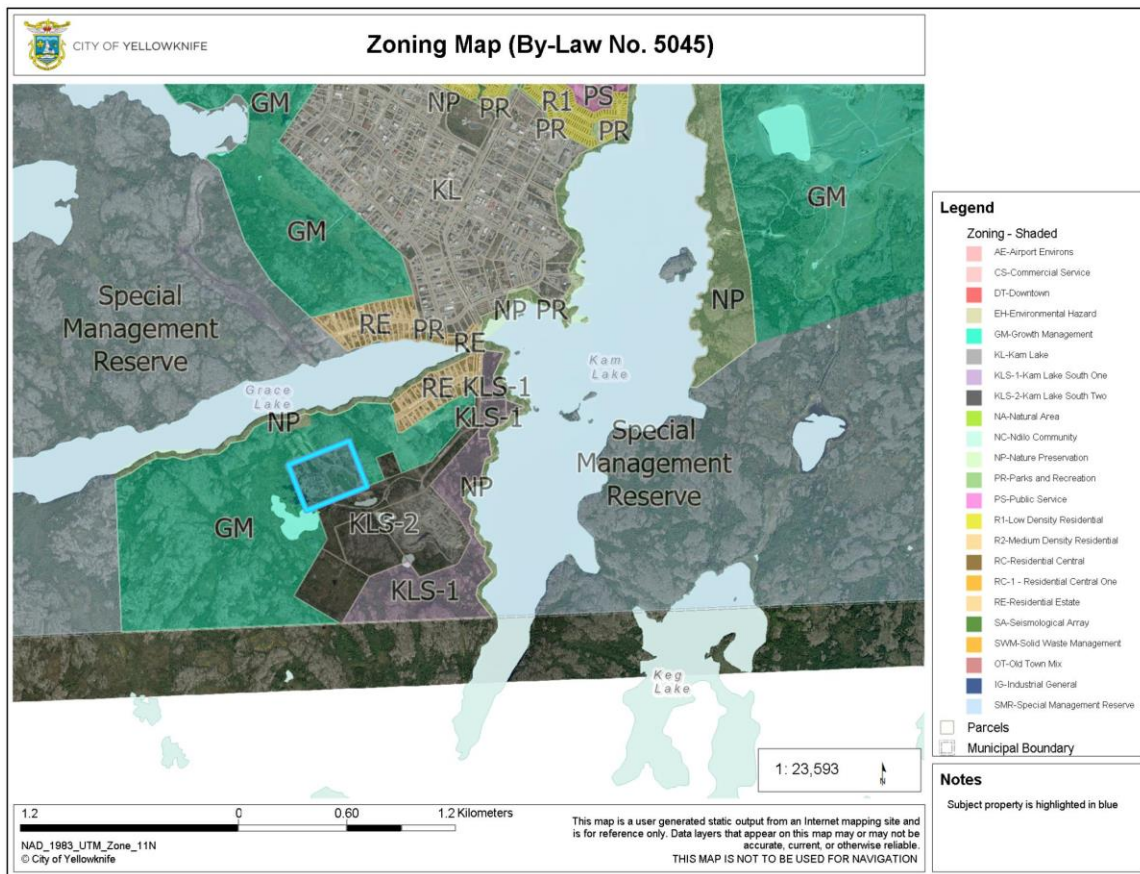
Figure 1 - Proposed Rezoning

ARCTIC FARMER REZONING APPLICATION

Project No: 144903394
Drawing NTS
October 4, 2023



Appendix B



Appendix C

LEASE AGREEMENT

THIS AGREEMENT made in duplicate the 15th day of November, 2022.

BETWEEN:

**THE MUNICIPAL CORPORATION OF
THE CITY OF YELLOWKNIFE**
(the "City")

and

ARCTIC FARMER INC.
(the "Lessee")

WHEREAS:

- A. The City is the owner of the property legally described as Lot 3 Block 569 Plan 4219 and Road R13 Block 569 Plan 4663 in the City of Yellowknife of the Northwest Territories (the "Lands").
- B. The Lessee has requested of the City a lease agreement for the parcel of the land more particularly described as:

Lot 3, Block 569, Plan 4219 and a portion of Road R13 Block 569 Plan 4663 lands in the City of Yellowknife in the Northwest Territories as identified on Schedule "A" attached hereto and forming part of this Lease Agreement (the "Land").
- C. The Lessee wishes to lease the Lands from the City for the purpose of Composting Facility and Urban Agriculture, Commercial and Community (the "Purpose").
- D. Pursuant to By-law No. 4871, the City is authorized to enter into a lease agreement with the Lessee for the Land.
- E. The City has agreed to lease the Land to the Lessee for the term of Four (4) years subject to the terms and conditions herein.

NOW THEREFORE, in consideration of the rents, covenants and conditions herein reserved and contained, the parties agree as follows:

ARTICLES

1. TECHNICAL

1.1 SCOPE OF AGREEMENT

- 1.1.1. Except as expressly stated herein, the Lessee shall use the Land in accordance with the terms and conditions set out herein. Without limiting the generality of the foregoing, the Lessee covenants with the City, at its own risk and expense:
- (a) to use the Land in accordance with this Agreement;
 - (b) to obtain all licenses and permits required by the Lessee for the Purpose, which includes, but is not limited to, site specific Zoning By-law amendment, Community Plan amendment and Development Permit(s) for the use(s) associated with the Land.

1.2 TERM AND RENEWAL OPTION

- 1.2.1 The City permits the Lessee to use the Land for a term of **FOUR (4) YEARS** commencing the 1st day of **November, 2022** and expiring no later than **31st day of October, 2026**, unless terminated earlier in accordance with this Agreement or renewed as permitted herein (the "Term").
- 1.2.2 So long as the Lessee is not in default in the performance of any of the covenants and provisos contained in this Agreement, it shall have the right, to be exercised by notice in writing to the City at least twelve (12) months before the expiration of the Term, to renew the lease for one further period of five (5) years on the same conditions in this Agreement except this right of renewal.
- 1.2.3 If the Lessee holds over after the Term or any extended term, the holding over shall be construed to be a tenancy from month to month only and shall have no greater effect, any custom, statute, law or ordinance to the contrary notwithstanding. The month to month tenancy shall be governed by the terms and conditions of this Agreement.
- 1.2.4 The Lessee shall notify the City in writing at least twelve (12) months before the date of termination of this lease or any renewal of it, that it intends to vacate the Land upon the termination of the lease or any renewal of it. Upon such notice being given, the City shall have the right to show the Land to prospective lessees at all reasonable times during the Lessee's business hours.
- 1.2.5 Upon expiry of the Term, the Lessee and the City may enter into a lease renewal agreement subject to the terms of this Agreement and provided the Land is not, in the opinion of the City, required for other municipal purposes

2. FINANCIAL

2.1 RENT

- 2.1.1 For the Term of this Agreement the Lessee shall pay an annual rent in an amount equivalent to 5.0% of the value assigned to the Land (the "Assessed Value") in accordance with the *Property Assessment and Taxation Act*, R.S.N.W.T. 1988, c.P-10 and the City's Tax Administration By-law No. 4207, as amended (the "Rent").
- 2.1.2 The Rent is payable annually on the first day of November except for the first annual payment of Rent which shall be paid within ten (10) business days of the execution of this Agreement by the Lessee, on the terms and conditions contained in this Agreement.
- 2.1.3 In addition to Rent, the Lessee shall pay and discharge, as and when due, all municipal and other taxes of general application imposed or charged during the Term of this Agreement or any renewal thereof, upon or in respect of the Land (including any improvements on it), or upon the Lessee, and the amount of such payment, if not so paid, shall be deemed to be additional rent under this Agreement ("Rental").
- 2.1.4 Where any portion of the Rental herein is unpaid for more than thirty (30) days after it is due and payable, or if the Lessee fails to perform or observe any of its other material covenants after the City has provided thirty (30) days' notice of such failure, or if the Lessee shall become bankrupt or suffers any distress or execution to be levied upon any of its goods, or goes into liquidation, except for the purpose of amalgamation, then the City, may at any time thereafter re-enter upon the Land and sell the Lessee's property, including any improvements, at a public or private sale without notice (but according to law), or sub-let the Land, and any proceeds of such sale and any rent from such subletting will be applied on account of the Rental due under this Agreement and the Lessee shall remain liable to the City for any deficiency.

2.2 ENVIROMENTAL SECURITY DEPOSIT

- 2.2.1 The Lessee shall deposit with the City an environmental security deposit in the amount of TEN THOUSAND (\$10,000.00) DOLLARS (the "Security Deposit"), payable upon execution of this Agreement, in the form of guaranteed funds such as a certified cheque or irrevocable letter of credit issued by a Canadian Chartered Bank and in a form satisfactory to the City Manager, acting reasonably, which the City shall hold as security for costs that the City may incur in cleaning up or restoring the Land in the event that the Lessee does not do so as required by this Agreement. Without limiting the forgoing, any Irrevocable Letter of Credit to be provided shall contain the following terms and conditions:

- (a) a statement that the security is issued in favor of the City;
- (b) an acknowledgement by issuing bank that the City shall be entitled to draw on the security according to the provisions of this Agreement; and
- (c) a statement that the security shall be automatically extended without amendment from year to year until the restoration of the Land is completed to the satisfaction of the City.

The Lessee shall keep the Security Deposit in force and in good standing until the cleaning up or remediation of the Land has been accepted by the City or this Agreement has otherwise been terminated.

- 2.2.2 The City shall return the Security Deposit to the Lessee upon termination of the lease if the City deems that remediation of the Land is completed and no further remediation is required. In the event that the City deems remediation of the Land is required, the City shall inform the Lessee, which shall have the option of cleaning up and restoring the Land or forfeiting the security deposit, or such portion thereof as may be required to complete the clean-up and/or restoration of the Land. The Security Deposit, or remainder thereof, shall be returned to the Lessee when the clean-up and/or restoration is completed to the satisfaction of the City.
- 2.2.3 Nothing in this section precludes the City from seeking costs in excess of the Security Deposit should the actual cost of remediation of the Land exceed that amount.
- 2.2.4 The City shall not be obligated to pay the Lessee any interest on the Security Deposit while it is held by the City.

3. GENERAL TERMS AND CONDITIONS

3.1 OBLIGATIONS OF THE LESSEE

3.1.1 The Lessee shall

- (a) use the Land for the Purpose as indicated in this Agreement;
- (b) pay the Rent and all taxes in accordance with Section 2.1 of this Agreement;
- (c) keep the Land in clean and in good tenantable repair and use the Land in compliance with all applicable environmental and health laws and regulations; and

- (d) permit persons authorized by the City at all reasonable times to enter and examine the condition of the Land and any and all improvements on it, and upon notice by the City to repair, clean-up or otherwise restore the Land in accordance with such notice.
- 3.1.2 The Lessee covenants that, within no more than sixty (60) days following termination of this Agreement, or within a reasonable time frame as required by seasonal conditions, the Lessee shall remove any structure, fixtures and improvements which, during the said Term, were affixed or placed at the Lessee's expense on the Land to the satisfaction of the City.
- 3.1.3 Prior to expiry of this Agreement, or upon notice of earlier termination, the Lessee shall, to the satisfaction of the City, clean-up and restore the Land to the condition existing at the time and date of this Agreement. Should the Lessee fail to do so, the City may complete the said restoration and remediation and any and all costs incurred in connection therewith shall constitute a debt owing to the City by the Lessee.
- 3.1.4 The Lessee shall comply with the requirements of every applicable present or future by-law, statute, law or ordinance, and with every applicable regulation or order with respect to the condition, equipment, maintenance, use and occupation of the Land. Without limiting the generality of the foregoing, the Lessee acknowledges that it will be responsible for the cost of complying with an order, direction, or requirement regarding environmental contamination of the Land occurring due to the Lessee's use and occupation of the Land. The Lessee acknowledges that the City has disclosed the presence of asbestos materials used in construction on the Land and the possible existence of an underground fuel storage tank on the Land.
- 3.1.5 The Lessee shall not do, omit to do, or permit to be done anything which will result in a nuisance.

3.2 PROVISOS

- 3.2.1 If, without the written consent of the City, the Land remains vacant or not used for a period of thirty (30) days, or if the Term or any of the goods and chattels of the Lessee are seized or taken in execution or in attachment by a creditor of the Lessee or if the Lessee makes an assignment for the benefit of creditors or if the Lessee becomes bankrupt or insolvent or takes the benefit of any Act now or hereafter in force for bankrupt or insolvent debtors or if an order is made for the winding-up of the Lessee, then this Agreement shall automatically terminate and the Term shall immediately become forfeited, in which event the City may re-enter and take possession of the Land as though the Lessee or any occupant or occupants of the Land was or were holding over after the expiration of the Term without any right.

- 3.2.2 Notwithstanding the benefit of any present or future statute taking away or limiting the City's right of distress, none of the goods and chattels of the Lessee on the Land at any time during the Term shall be exempt from levy by distress for rent in arrears.
- 3.2.3 If the Lessee fails to pay any charges which it has covenanted to pay in this Agreement, the City may pay them and charge the sums paid to the Lessee who shall pay them forthwith on demand; and the City, in addition to other rights, shall have the same remedies and may take the same steps for the recovery of all such sums as if they were rent in arrears. All arrears of rent and monies paid by the City under this Agreement shall bear interest at the rate of 18.0% per cent per annum, calculated and payable monthly, from the time the sums become due until paid to the City.
- 3.2.4 Any building, erection or improvement placed or erected upon the Land shall become a part of the Land leased under this Agreement, shall not be removed, and shall be subject to all the provisions of this Agreement. No building, erection, or improvement shall be erected upon the Land without the prior written consent of the City.
- 3.2.5 If during the Term the Land are damaged by fire, lightning or tempest, or any other cause to the extent that they are rendered wholly unfit for occupancy, or it is impossible or unsafe to use and occupy the Land, either party may within thirty (30) days of the damage terminate this Agreement by giving to the other notice in writing, in which event this Agreement shall cease as of the date of the damage and the rent and all other payments for which the Lessee is liable under this Agreement shall be apportioned and paid in full to the date of damage and the City shall be free to use the land and building for any purpose the City deems appropriate. If neither the City nor the Lessee terminates this Agreement, then the City shall repair the Land as soon as possible and the rent and additional rent shall abate until the Land are ready for occupancy by the Lessee.
- 3.2.6 During the Term, the Land may be inspected at all reasonable times at the request of the City Manager or their agent.
- 3.2.7 The failure of the Lessee to insist upon a strict performance of any of the covenants and provisos shall not be deemed a waiver of any rights or remedies that the City may have or a waiver of any subsequent breach or default.
- 3.2.8 The taxes and local improvement rates, if any, in respect of the Term shall be adjusted between the City and the Lessee.
- 3.2.9 It is the intention of the parties that the rent to be paid in this Agreement shall be net to the City and clear of all taxes, costs and charges arising from or relating to

the Land and that the Lessee shall pay all charges, impositions and expenses of every kind relating to the Land and the Lessee covenants with the City accordingly.

- 3.2.10 Whenever in this Agreement reference is made to the Land it shall include all structures, improvements and erections in or upon the Land or any part of them.
- 3.2.11 All payments required to be made by the Lessee shall be made to the City at the City's office at City Hall or at such other place as the City shall from time to time direct in writing.
- 3.2.12 The City may within three months from the termination of the Term, or any renewal of it, place upon the Land a notice, of reasonable dimensions and placed so as not to interfere with the Lessee's business, stating that the Land are for sale or to let, which notice the Lessee shall not remove or permit to be removed.
- 3.2.13 The Lessee shall when reasonably required by the City, and at the City's expense, consent to and become a party to any instrument relating to this Agreement which may be required by or on behalf of a purchaser, bank or mortgagee of the Land; provided always that the rights of the Lessee as set out in this Agreement shall not be varied by such instrument.
- 3.2.14 Words importing the singular number only shall include the plural and vice versa, words importing the masculine gender shall include the feminine gender and words importing persons shall include firms and corporations.

4. TERMINATION

4.1 TERMINATION WITHOUT NOTICE

- 4.1.1 The City may, in its sole discretion, terminate this Agreement without notice or delay on the happening of any of the following events:
- (a) the Lessee makes use of the Land for uses other than the Purpose;
 - (b) the Lessee becoming insolvent or being unable to pay its debts as they generally become due;
 - (c) the Lessee making an assignment for the benefit of its creditors or being petitioned into Bankruptcy;
 - (d) a Receiver or Trustee in Bankruptcy of the Lessee being appointed; or
 - (e) the Lessee fails to pay the Rent or perform the covenants of this lease.
- 4.1.2 The City shall not, by reason of the termination of this Agreement without notice, be liable to the Lessee for compensation, reimbursement or damages of any kind.

4.2 TERMINATION WITH NOTICE

- 4.2.1 Either the Lessee or the City may terminate this Agreement by providing the other party with not less than twelve (12) months written notice. Within thirty (30) days after the date of the written notice, the Lessee will submit to the City a timetable for the restoration of the Land per Section 2.2 and 3.1.3 of this Agreement. In the event the Lessee restores the Land in accordance with Section 2.2 and 3.1.3, and are otherwise in good standing under this Agreement, the City shall reimburse the Lessee that portion of the annual Rent pro-rated from the effective date of termination to the anniversary date of the Term for the year in which the Agreement is terminated. The effective date of the termination shall be the last day of the twelve (12) month period following delivery of the notice or such later date as may be specified in the notice (which date shall not be later than the last day of the Term of this Agreement).
- 4.2.2 Neither party shall, by reason of the termination of this Agreement with notice, be liable to the other for compensation, reimbursement or damages of any kind, other than the Lessee remain liable to the City for any costs incurred by the City in the event that the Lessee does not restore the Land in accordance with this Agreement.

5. EROSION, FLOODING, ETC.

The Lessee shall not be entitled to compensation from the City by reason of the Land or any portion thereof being submerged, damaged by erosion, or otherwise affected by flooding except to the extent caused by the City.

6. EASEMENT

The City may, where it deems it necessary and in the public interest, establish easements through, under, or over any portion of the land for any public utility purposes, but said easement shall not unreasonable interfere with the rights granted to the Lessee hereunder, or with any improvements made by the Lessee on the Land.

7. COMPLIANCE WITH LAWS AND REGULATIONS

The Lessee shall observe and comply with all applicable federal and territorial statutes and regulations, and all municipal by-laws.

8. INDEMNIFICATION AND CONSEQUENTIAL LOSS

The Lessee shall indemnify and hold harmless the City, its Council, officers, employees and agents, against and from any and all loss, claims, actions or suits, costs, (including, but not limited to, legal fees on a solicitor and client basis), for or on account of injury, bodily or otherwise, to, or death of, persons or animals, damage to or destruction of property, by reason of anything done or omitted to be done by the Lessee in breach of

this Agreement, excepting only such injury or harm as may be caused by the fault or negligence of the City, its Council, officers, employees or agents.

9. INSURANCE

9.1 The Lessee shall maintain public liability insurance, with a company licensed and registered to do business in the Northwest Territories, for the Land and any improvements to it in an amount of not less than \$2,000,000.00, or such other amount as reasonably directed by the City from time to time ("Policy").

9.2 The Policy shall be endorsed to add the City as an additional insured, so as to cover the activity in the Purpose of the Land, with thirty (30) days written notice to be given to the City prior to the cancellation of, or material change to, the Policy.

9.3 Upon request from the City the Lessee shall provide the City with a certificate of insurance as documentary evidence of such insurance.

10. APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws in force in the Northwest Territories.

11. ASSIGNMENT

The Lessee shall not assign this Agreement.

12. SUB-LEASING

The Lessee shall not sub-lease the Lands without the prior written consent of the City, such consent not to be unreasonably withheld.

13. NO WAIVER

The failure of either party to insist upon or enforce strict performance by the other party of any of the terms of this Agreement, or to exercise any rights herein, shall not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon such terms or rights on any subsequent occasion.

14. COMPLETE AGREEMENT

14.1 This Agreement represents the entire agreement between the parties and except as expressly provided herein there are no other agreements, representations, warranties, terms or conditions relating to the subject matter hereof.

14.2 No contract or other modifications to this Agreement shall be valid or binding on the parties hereto unless the same is in writing signed by both parties.

- 14.3 In the event of a conflict between this Agreement and any previous correspondence between the parties, the terms and conditions of this Agreement shall apply.

15. SUCCESSORS AND ASSIGNS

This Agreement and everything contained in it shall extend to, bind and enure to the benefit of the heirs, executors, administrators, and successors of each of the parties to it, subject to the consent of the City being obtained, as provided in this Agreement. All covenants contained in this Agreement shall be deemed joint and several and all rights and powers reserved to the City may be exercised by either the City or his agents or representatives.

16. HEADINGS

The division of the Agreement into paragraphs and articles is for convenience of reference only and shall not affect the interpretation or construction of this contract.

17. TIME OF THE ESSENCE

Time shall be of the essence.

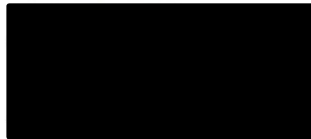
18. NOTICES

- 18.1 Where notice is required, or is permitted to be served on one party by the other, the notice shall be given in writing and may be delivered personally, delivered or sent by registered mail at the following addresses:

Notices to the City: City of Yellowknife
 P.O. Box 580
 Yellowknife, NT X1A 2N4

Attention: Manager, Planning & Lands

Notices to the Lessee: Arctic Farmer Inc.



- 18.2 Notwithstanding the above, each party shall use the most expeditious method of giving the written notice or communication.
- 18.3 A written notice or communication sent by registered mail shall be deemed to have been received ten (10) days after the date of posting. Whenever a notice or

Lease Agreement – Arctic Farmer Inc.
LOT 3 BLOCK 569 PLAN 4219

communication is sent by facsimile transmission, acknowledgement from the receiving party must be given to the other party that the notice or communication has in fact been received for it to be effective.

19. SEVERABILITY

In the event that any of the covenants contained herein shall be held unenforceable or declared invalid for any reason whatsoever, such unenforceability or invalidity shall not affect the enforceability or validity of the remaining provisions of this Agreement and such unenforceable or invalid portion shall be severable from the remainder of this Agreement.

20. COUNTERPART EXECUTION

This Agreement may be signed in any number of counterparts, each of which is an original, and all of which taken together constitute one single document. Delivery of an executed copy of this Agreement by facsimile transmission or electronic transmission shall be as effective as delivery of a manually executed counterpart hereof.

[Remainder of page intentionally left blank. Execution page follows.]

Lease Agreement – Arctic Farmer Inc.
LOT 3 BLOCK 569 PLAN 4219

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

THE MUNICIPAL CORPORATION OF
THE CITY OF YELLOWKNIFE

 (Seal)

PLANNING ADMINISTRATOR

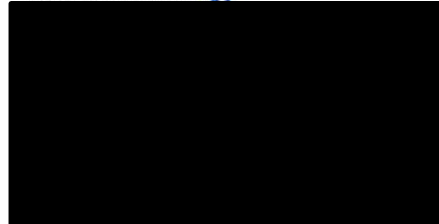
WITNESS



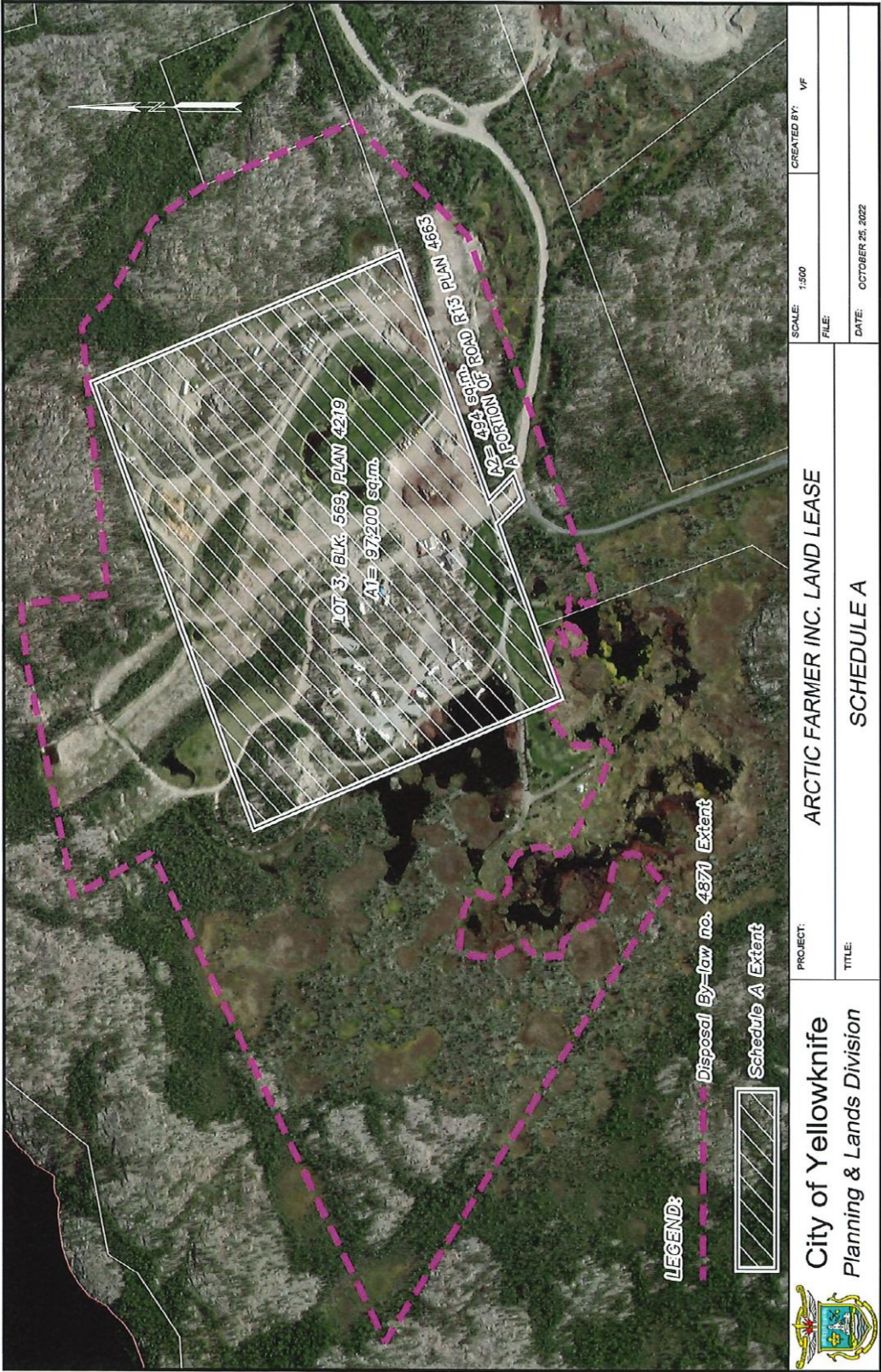
SIGNATURE
Vic Fontanilla

NAME

ARCTIC FARMER INC.



DM# 711691 – Schedule “A”



Appendix D



CITY OF YELLOWKNIFE

BY-LAW NO. 5079

BZ 378

A BY-LAW of the Council of the Municipal Corporation of the City of Yellowknife in the Northwest Territories, to amend Zoning By-law No. 5045.

PURSUANT TO

- a) Section 14(1)(c) and 14(1)(d) of the *Community Planning and Development Act S.N.W.T. 2011, c.22*;
- b) Due notice to the public, provision for inspection of this by-law and due opportunity for objections thereto to be heard, considered and determined.

WHEREAS the Council of the Municipal Corporation of the City of Yellowknife has enacted Zoning By-law No. 5045; and

WHEREAS the Council of the Municipal Corporation of the City of Yellowknife wishes to amend Zoning By-law No. 5045.

NOW, THEREFORE, THE COUNCIL OF THE MUNICIPAL CORPORATION OF THE CITY OF YELLOWKNIFE, in regular sessions duly assembled, enacts as follows:

APPLICATION

That Zoning By-law No. 5045 be amended as follows:

1. Adding Section 12.3.2. b) as follows:
A campground shall be permitted on a portion of Lot 3, Block 569, Plan 4219 as identified in Schedule "A" of By-law No. 5079.

EFFECT

That this By-law shall come into effect upon receiving Third Reading and otherwise meets the requirements of Section 75 of the *Cities, Towns and Villages Act*.

By-law No. 5079

BZ 378

Read a First time this _____ day of _____, A.D. 2024.

Mayor

City Manager

Read a Second Time this _____ day of _____, A.D. 2024.

Mayor

City Manager

Read a Third Time and Finally Passed this _____ day of _____, A.D., 2024.

Mayor

City Manager

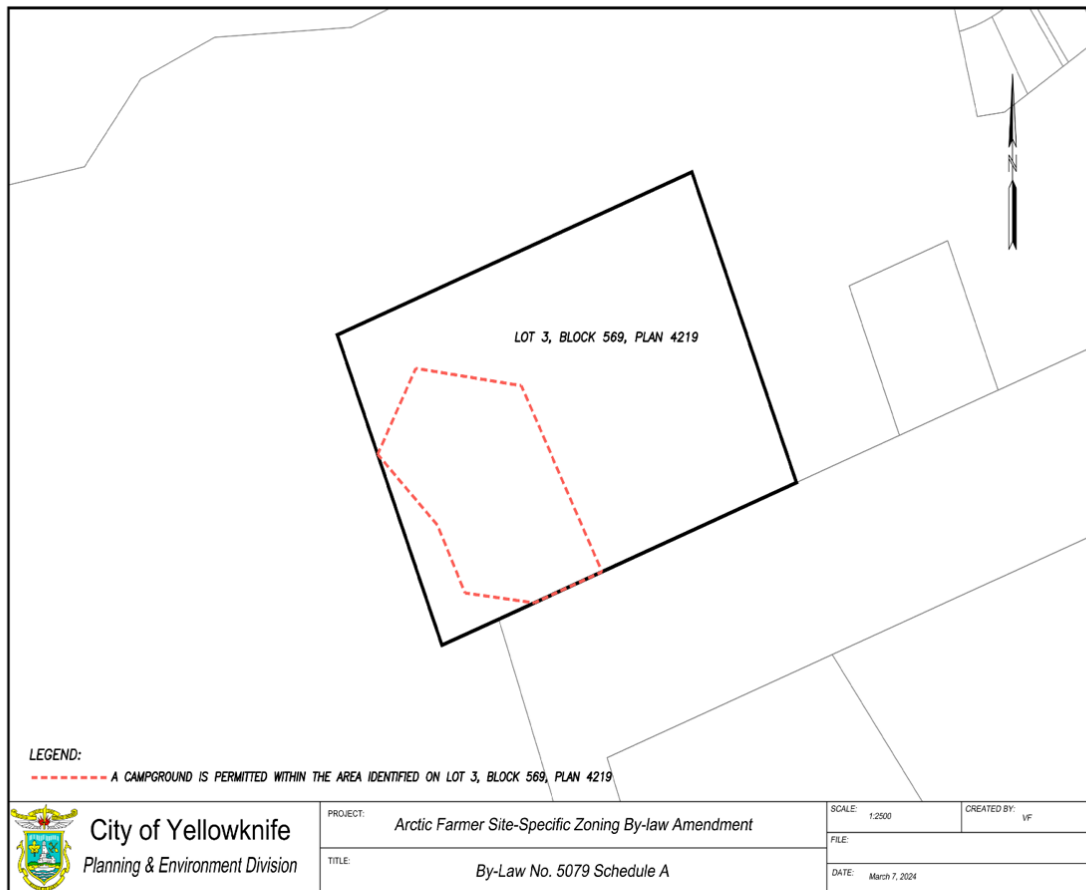
I hereby certify that this By-law has been made in accordance with the requirements of the *Cities, Towns and Villages Act* and the By-laws of the Municipal Corporation of the City of Yellowknife.

City Manager

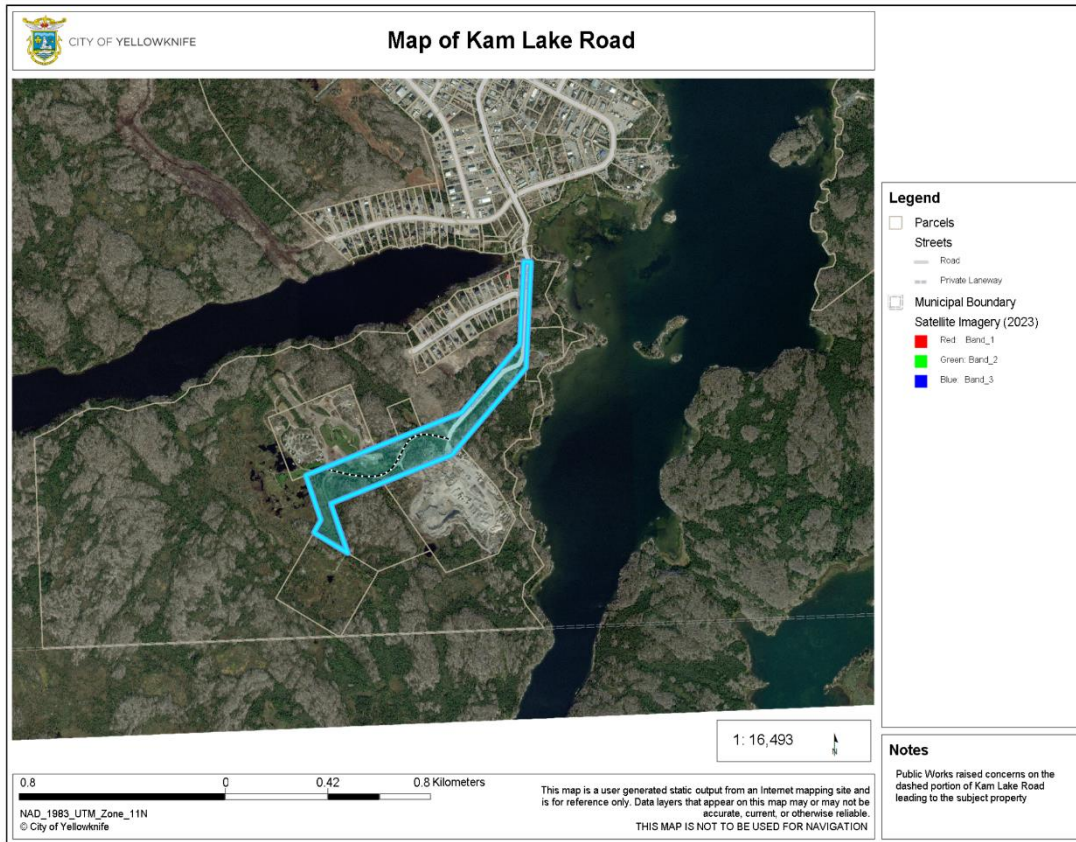
By-law No. 5079

BZ 378

By-law No. 5079
Schedule "A"



Appendix E





CITY OF YELLOWKNIFE

BY-LAW NO. 5076

BA 331

A BY-LAW of the Council of the Municipal Corporation of the City of Yellowknife in the Northwest Territories, authorizing the Municipal Corporation of the City of Yellowknife to acquire fee simple interest in land for the Municipal Corporation of the City of Yellowknife, in the Northwest Territories.

PURSUANT TO section 53 of the *Cities, Towns and Villages Act*, S.N.W.T., 2003, c.22;

WHEREAS the said parcel of land is available for acquisition by the Municipal Corporation of the City of Yellowknife;

NOW, THEREFORE, THE COUNCIL OF THE MUNICIPAL CORPORATION OF THE CITY OF YELLOWKNIFE, in regular sessions duly assembled, enacts as follows:

APPLICATION

1. That the Municipal Corporation of the City of Yellowknife is hereby authorized to acquire fee simple interest in all those parcels of land more particularly described as:

Lot 80, Block 308, Plan 4204;
Lot 32 Block 309, Plan 4204; and
Lot 31 Block 569, Plan 4690.
2. The Mayor and City Administrator of the Municipal Corporation of the City of Yellowknife, or lawful deputy of either of them, are hereby authorized in the name and on the behalf of the Municipal Corporation of the City of Yellowknife, to execute all such forms of application, deeds, indentures, and other documents as may be necessary to give effect to this by-law and to affix thereto the corporate seal of the Municipal Corporation of the City of Yellowknife as the act and deed thereof, subscribing their names in attestation of such execution.

EFFECT

3. That this by-law shall come into effect upon receiving Third Reading and otherwise meets the requirements of Section 75 of the *Cities, Towns and Villages Act*.

Read a First time this 26 day of FEBRUARY, A.D. 2024.



Mayor



City Manager

Read a Second Time this _____ day of _____, A.D. 2024.

Mayor

City Manager

Read a Third Time and Finally Passed this _____ day of _____, A.D., 2024.

Mayor

City Manager

I hereby certify that this by-law has been made in accordance with the requirements of the *Cities, Towns and Villages Act* and the by-laws of the Municipal Corporation of the City of Yellowknife.

City Manager



CITY OF YELLOWKNIFE

BY-LAW NO. 5077

BS 779

A BY-LAW of the Council of the Municipal Corporation of the City of Yellowknife authorizing the Municipal Corporation of the City of Yellowknife, to dispose of fee simple title in land for the Municipal Corporation of the City of Yellowknife, in the Northwest Territories.

PURSUANT to Section 54 of the *Cities, Towns and Villages Act*, S.N.W.T., 2003, c. 22;

WHEREAS the said parcels of land are not required for municipal purposes by the Municipal Corporation of the City of Yellowknife;

NOW, THEREFORE, THE COUNCIL OF THE MUNICIPAL CORPORATION OF THE CITY OF YELLOWKNIFE, in regular sessions duly assembled, enacts as follows:

APPLICATION

1. That the Municipal Corporation of the City of Yellowknife is hereby authorized to dispose of freehold interest in the following land:


Lot 80, Block 308, Plan 4204;
Lot 32, Block 309, Plan 4204; and
Lot 31, Block 569, Plan 4690

2. That the Mayor and City Manager of the Municipal Corporation of the City of Yellowknife, or lawful deputy of either of them, are hereby authorized in the name and on the behalf of the Municipal Corporation of the City of Yellowknife, to execute all such forms of application, deeds, indentures, and other documents as may be necessary to give effect to this by-law and to affix thereto the corporate seal of the Municipal Corporation of the City of Yellowknife as the act and deed thereof, subscribing their names in attestation of such execution.

EFFECT

3. That this by-law shall come into effect upon receiving Third Reading and otherwise meets the requirements of Section 75 of the *Cities, Towns and Villages Act*.

Read a First time this 26 day of FEBRUARY, A.D. 2024.



Mayor



City Manager

Read a Second Time this _____ day of _____, A.D. 2024.

Mayor

City Manager

Read a Third Time and Finally Passed this _____ day of _____, A.D., 2024.

Mayor

City Manager

I hereby certify that this by-law has been made in accordance with the requirements of the *Cities, Towns and Villages Act* and the by-laws of the Municipal Corporation of the City of Yellowknife.

City Manager

THE CITY OF YELLOWKNIFE

NORTHWEST TERRITORIES



LAND ADMINISTRATION BY-LAW NO. 5078

Adopted Month, XX, 2024

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CITY OF YELLOWKNIFE

BY-LAW NO. 5078

BG 79

A BY-LAW of the Council of the Municipal Corporation of the City of Yellowknife in the Northwest Territories authorizing the Municipal Corporation of the City of Yellowknife to repeal and replace City of Yellowknife Land Administration By-law No. 4596.

PURSUANT TO:

- a. Sections 53, 54 and 55 of the Cities, Towns and Villages Act S.N.W.T. 2003. C.22, as amended;
- b. Due notice to the public, provision for inspection of the by-law and due opportunity for objections thereto to be heard, considered and determined;

WHEREAS the Municipal Corporation of the City of Yellowknife deems it desirable to adopt a Land Administration By-law;

WHEREAS the Council of the Municipal Corporation of the City of Yellowknife wishes to repeal and replace Land Administration By-law No. 4596.

NOW, THEREFORE, THE COUNCIL OF THE MUNICIPAL CORPORATION OF THE CITY OF YELLOWKNIFE, in regular sessions duly assembled, enacts as follows:

PART 1 - GENERAL

SHORT TITLE

1. This by-law may be cited as the **"The Land Administration By-law"**.

APPLICATION

2. This By-law shall, except as otherwise expressly authorized by herein, apply to all Acquisitions, Disposals, licences, or other Land dispositions by the City.

DEFINITIONS

“Acquisition or Acquire”	means the purchase, lease or expropriation of land;
“Adjacent Property”	means the property, land, or lot adjoining the property in question along a lot line or separated only by an alley, easement, roadway or highway;
“Appraised Value”	means the most probable price, determined by a professional real estate appraiser, which a property should bring in a competitive and open market as of a specified date under all conditions requisite to a fair disposal, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimuli.
“City”	means the Municipal Corporation of the City of Yellowknife in the Northwest Territories established pursuant to the <i>Cities, Towns and Villages Act</i> , S.N.W.T. 2003, c22;
“City Manager”	means the Senior Administrative Officer of the City of Yellowknife or their designate appointed pursuant to the <i>Cities, Towns and Villages Act</i> , S.N.W.T. 2003, c22 as amended from time to time;
“City Standard”	means the rules, regulations, practices and codes of the City, including but not limited to standards, plans, specifications, general provisions or processes that are documented in writing or have previously been implemented;
“Council”	means the Council of a Municipal Corporation and includes the Mayor and/or Councilor (s);
“Development Cost”	<p>means the City's direct and indirect costs incurred in developing land, which may include, but are not limited to:</p> <ul style="list-style-type: none">(a) land acquisition and disposal costs;(b) environmental studies and/or clean up;

- (c) planning, engineering, legal surveying, appraisal, and project management;
- (d) roadways, lanes, parking areas, curbs, sidewalks, walkways, boulevards, street names, signage, lighting, furniture and all necessary appurtenances to City Standards;
- (e) water, sanitary, drainage, fire suppression or Municipal Infrastructure services;
- (f) utilities (e.g. communication, electrical, etc.);
- (g) parks and recreational improvements;
- (h) salaries and benefits of municipal administrators; and
- (i) financing charges, including interest and legal costs for any loans incurred in developing the Land.

“Disposal or Dispose”

means the sale or lease of land;

“Encroachment”

means when an adjacent property owner builds or extends a portion of a building, structure, or architectural feature on or over or through other or City-owned property;

“Fee Simple”

means freehold ownership of real property.

“Habitat for Humanity NWT”

means the registered society under the *Society Act R.S.N.W.T.* of the Northwest Territories;

“Land”

means real property or an interest therein, other than an easement or restrictive covenant;

“Licence Agreement”

means an agreement granting occupation or Encroachment to use a portion of City land in a non-exclusive possession and not creating any estate or interest;

"Lot"

means an area of land, the boundaries of which are filed on a plan registered at the Land Titles Office for the

Northwest Territories;

“Municipal Infrastructure”

means those facilities or amenities normally put in place on developed or undeveloped lands to allow improvements to be built or installed and which may include all or one of the following but not limited to:

- (a) roadways, lanes, parking areas, curbs, sidewalks, walkways, boulevards and all necessary appurtenances;
- (b) water, sanitary and storm sewer systems, including service connections and all necessary appurtenances;
- (c) parks and recreational improvements; and
- (d) land required for, or in connection with, any of the facilities described in the definition of this by-Law or any other facilities deemed desirable by Council.

“Off-Site Levy”

means a surcharge levied by the City against the purchaser of land from the City or against a tenant leasing land from the City. The City uses this levy to pay for all or part of the capital cost of all or any Municipal infrastructure located outside the land being purchased or leased but which is of direct, though not exclusive, benefit to the purchaser or lessee and which may include but is not limited to:

- (a) new or expanded facilities for the storage, transmission, or supply of water;
- (b) new or expanded facilities for the treatment or disposal of sewage;
- (c) new or expanded storm sewer drainage facilities;
- (d) new or expanded roadways and sidewalks;
- (e) new or expanded facilities for the upgraded electrical or cable systems; and
- (f) new or expanded facilities for community or

protective services; and required for, or in connection with any of the facilities described in the points above.

“Parcel”	means unsurveyed land with specific boundaries and corners, which can be leased;
“Planning Administrator”	means the City employee holding the Director of Planning & Development position, or their designate, for the City of Yellowknife as amended from time to time;
“Quarry”	means land or land under water from which unconsolidated aggregate is being or has been excavated and that has not been rehabilitated. However, it does not include land or land under water excavated for a building or structure on the excavation site;
“Substandard Sized Lands”	Those lots or parcels that do not meet the minimum requirements defined by the City’s Zoning By-law, as amended or are landlocked and not required for municipal purposes;

PART 2 – LAND ACQUISITION & DISPOSAL

1 REQUEST FOR LAND WITHIN THE MUNICIPAL BOUNDARY

- 1) A request to acquire City land shall be a complete application that may include all or some of the following:
 - a. be made using the form specified by the Planning Administrator, as amended, from time to time;
 - b. include such information as the Planning Administrator may deem necessary or appropriate to consider the request, including but not limited to a sketch delineating the area to be acquired and a detailed development proposal; and
 - c. include the application fee, if any, pursuant to the City’s Fees and Charges By-law, as amended.
- 2) Any request to acquire Territorial or Commissioner’s land shall be completed by the City following the Government of the Northwest Territories Municipal Lands [Policy](#).
- 3) The Government of the Northwest Territories shall not dispose of Territorial or Commissioner’s land within the City of Yellowknife Municipal boundaries to the public without the agreement of the City. Public requests to acquire Territorial or Commissioner’s land will be transferred through

the City of Yellowknife, not directly to a third party.

- 4) Upon receipt of an application to acquire land, the Planning Administrator shall review the request for compliance with this by-law and any other applicable by-law or legislation and may:
 - a. approve a lease without a by-law if the term is less than three years less a day or a month-to-month tenancy;
 - b. refer any disposals, including all waterfront land requests, to Council, or if the Planning Administrator otherwise deems the approval of Council to be desirable; or
 - c. refuse the land application if the proposed use is prohibited and contradicts relevant policies and regulations.

2 ACQUISITION BY THE CITY

- 1) The City shall acquire fee simple or leasehold interest, as applicable, on all Commissioner's or Territorial Land required for municipal purposes.
- 2) The City shall obtain a non-possessory right or easement to use or enter onto real property without a by-law, to permit the passage of people or vehicles and to construct, maintain, operate, generate, transmit and supply utilities, including, but not limited to fire suppression, horizontal infrastructure and other related Municipal infrastructure.
- 3) The City shall acquire land for municipal purposes or for disposal.
- 4) The City shall acquire real property by expropriation pursuant to the provision of the *Expropriation Act* and *Community Planning and Development Act* and through the tax recovery process by the *Property Assessment and Taxation Act*.
- 5) The acquisition of land shall be by by-law in accordance with this by-law and the *Cities, Towns and Villages Act*, S.N.W.T. 2003, c22.

3 DISPOSAL BY THE CITY

- 1) The City may dispose of land where the land is not required for municipal purposes and where the intended land use conforms to and is not prohibited by the City's Community Plan, Area Development Plan (where applicable); Zoning By-law, and/or any other relevant by-laws, plans and studies.
- 2) The City may, where appropriate, offer the first right of refusal to lease or purchase lands to current leaseholders and/or Adjacent Property owners.

- 3) The Planning Administrator may grant a non-possessory right or easement to use or enter onto land without a by-law to permit the passage of people or vehicles, horizontal infrastructure and other related Municipal infrastructure.
- 4) In the absence of any requirements for municipal purposes, and by all relevant regulations and legislation, the City may issue leases on public lands to:
 - a. adjacent property owners in residential and non-residential zoned areas.
 - b. individuals, groups or businesses where there are no adjacent property owners.
- 5) The disposal of fee simple or leasehold interest in any real property shall be done in accordance with this By-law and the *Cities, Towns and Villages Act*, S.N.W.T. 2003, c22.
- 6) Before the City authorizes the disposal of land to a business, corporation or society, the entity must provide proof of being in good standing by the provisions of the *Societies Act*, *Business Corporations Act*, or other relevant Act, by-law or policy.
- 7) Before the City authorizes land disposal to a business or corporation, they must obtain a City business licence.
- 8) Any individual, business, corporation or society acquiring a leasehold interest in land shall maintain public liability insurance, with a company licensed and registered to do business in the Northwest Territories, for the land and any improvements to it for not less than \$2,000,000.00, or such other amount as reasonably directed by the City from time to time. The individual, business, corporation or society shall provide the City with documentary evidence of such insurance in a form satisfactory to the City, which names the City as an insured party.
- 9) Where the City disposes of land to a tax-exempt institution, another order of government or a non-profit organization, the City may require the purchaser or lessee to enter into an agreement which gives the City the right of first refusal to reacquire the land and any improvements placed thereon should the purchaser or lessee cease to operate or no longer require the property for its intended purpose.
- 10) Land disposals by the City will be subject to the terms and conditions of a purchase or lease agreement as determined by the Planning Administrator.
- 11) Land may be leased where it is not available in fee simple title to the City or where there is benefit to the City in retaining land for municipal purposes.
- 12) All lease agreements shall incorporate clauses relative to the remediation of potential environmental damage, including the requirements for remediation, at the lessee's expense. The lessee shall be required to deposit security with the City to the noted remediation requirements, pursuant to the Fees and Charges By-law, as amended. The security shall consist of a Bond, Certified Cheque or Irrevocable Letter of Credit issued by a Chartered Bank or Surety Company.

- 13) The disposition of land in fee simple or leasehold interest shall be made in accordance with this By-law or may be specifically authorized or approved by a By-law.
- 14) Acquisition or disposal of land shall include the legal description of the land to be acquired or, in the case of a lease of unsurveyed lands, a description of the parcel and sketch sufficient to identify the property to be leased.

4 ESTABLISHING THE PRICE OF LAND – LEASE RATES

- 1) The annual lease rate for land disposed of by the City shall be charged as defined in the City's Fees and Charges By-law, as amended, and all uses shall be categorized pursuant to the definitions therein.
- 2) For greater certainty, Goods and Services Tax or other taxes payable by a lessee, if any, shall be in addition to the total lease costs determined under this By-law.

5 ESTABLISHING THE PRICE OF LAND – FEE SIMPLE DISPOSAL

- 1) The price of the land must be equivalent to its appraised value or the development costs, whichever is higher.

6 DEVELOPMENT COSTS & OFF-SITE LEVIES

- 1) Development costs & off-site levies will be recovered in accordance to the Financial Administration by-law, as amended.

7 LAND DEVELOPMENT FUND MANAGEMENT AND OPERATION

- 1) All revenues from the disposal of land shall be deposited in the Land Development Fund in accordance with the Financial Administration By-Law, as amended.
- 2) Off-site levy charges shall be allocated as part of the development costs in accordance with the Financial Administration By-law, as amended.
- 3) All revenues from lease, quarry's are to be deposited into the Land Development Fund.

8 COUNCIL DISCRETION TO A DEVELOPMENT CONTRIBUTION

- 1) Notwithstanding Sections 5, 6, 7, & 8 Council may, at its sole discretion, provide residential land disposal by fee simple to the Habitat for Humanity NNWT regardless of the value of the land for

development.

9 METHODS AND TERMS OF LAND DISPOSITION BY THE CITY

- 1) In disposing of land for fee simple, the Planning Administrator shall initiate one of the following methods:
 - a. ballot draw;
 - b. call for development proposals;
 - c. public advertisement;
 - d. a bidding process;
 - e. an auction; or
 - f. public tender.
- 2) If there are no acceptable offers as a result of a ballot draw, call for proposal, bidding process, auction or public tender, the Planning Administrator may dispose of the land to a specific intended purchaser in accordance with the terms of this by-law.
- 3) The Planning Administrator may sell or market land approved for disposal either independently or through a qualified real estate agent licensed in the Northwest Territories.
- 4) The provisions of Section 9(1) shall not apply to the disposal of land to be used for the purpose of:
 - a. the Federal or the Territorial Government;
 - b. the installation of electrical power, telephone or other communication utilities if the utility company is a crown corporation or a government-regulated monopoly;
 - c. consolidation with adjoining land, when the land being disposed of is a substandard sized lot;
 - d. special and unique activities which serve the public interests of the City; or
 - e. disposing of land to a specific intended purchaser or lessee.
- 5) Substandard-sized lands that cannot be developed independently and are not required for municipal purposes may be offered directly for disposal to adjacent property owners. Appropriate zoning and roadway closure by-laws, where required, must be adopted before any commitment is made to dispose of the lands. The criteria for determining those properties that cannot be developed on their own shall include, but are not limited to, the following factors:
 - a. lot configuration;
 - b. lack of, or barriers to providing street access, water/sewer services, or other municipal

services;

- c. not meeting the minimum lot and site area requirements pursuant to the City's Zoning By-law, as amended; or
 - d. physical limitations related to the natural topography of the site.
- 6) Anyone who acquires land from the City, excluding substandard-sized lands, shall be required to develop, add a specific amount of value to, or quarry the land within a specified period of time. The specific conditions of which will be determined by the Planning Administrator. The disposition agreement shall entitle the City to reacquire the land if the purchaser fails to develop, add a specific amount of value to, or quarry the land within a specified period of time.
- 7) If the disposition of land is to a private developer who is required to build or install municipal infrastructure to develop the land, then, before the disposal, the City shall:
- a. require the developer to provide a letter from a financial institution confirming that the developer has sufficient financial resources to complete the development of the subject land;
 - b. require the developer to enter into a development agreement with the City for the provision of municipal infrastructure and supply of serviced land within a reasonable period; and
 - c. specify, by agreement with the developer, any requirements for the development of the land pursuant to Section 20 of the *Community Planning and Development Act*, including any restrictions on the use of the land.

10 PUBLIC NOTICE OF THE DISPOSAL OF CITY OWNED LAND

- 1) Before disposing of land to the public by ballot draw or call for development proposals, the City shall provide public notice in at least one of the following ways:
- a. advertising in two consecutive issues of a local newspaper;
 - b. advertising in two consecutive issues of the City's weekly newsletter; or
 - c. advertising for three weeks on the City's website and social media platforms.
- 2) Each advertisement shall include:
- a. a map or survey/sketch, drawn to scale, identifying the size and location of the land or lot;
 - b. the legal description, if any;
 - c. the purchase price, if applicable;
 - d. the process by which the disposal of the land will occur as outlined in section 10; and

- e. the location and time at which applicants for the land may participate in the process.
- 3) After the public notice and the first offering, the Planning Administrator may dispose of the land without further advertisement at the sole discretion of the Planning Administrator.

11 LICENCE AGREEMENTS

- 1) The Planning Administrator may enter into licence agreements, subject to conditions as may be necessary or appropriate, without obtaining a by-law to authorize the particular licence agreement if the encroachment is related to one of the following:
- a. a sign, canopy, or other architectural features for an existing or proposed development in those areas of the City where there is no setback requirement, provided that:
 - i. the encroachment is 2.5 meters or more above the average ground level where the encroachment occurs;
 - ii. the encroachment is part of or attached to the principal building;
 - iii. the encroachment is not over and above a utility easement; and
 - iv. all provisions of the Zoning By-law, as amended have otherwise been met and adhered to.
 - b. any portion of the roadways closed by By-law No. 2891, as amended;
 - c. an existing or proposed wheelchair ramp or other feature intended to improve access for persons with disabilities to any building provided that, in the opinion of the Planning Administrator, such encroachment will not materially interfere with the use of the City's land by the City or the public; or
 - d. an existing or proposed encroachment, such as a sidewalk patio, which is, in the opinion of the Planning Administrator, similar to the types of encroachments referred to above.
- 2) A licence agreement to be executed without Council approval must terminate:
- a. upon the permanent removal or destruction of the encroachment; or
 - b. upon such earlier date or event as specified in the licence agreement.
- 3) A licence agreement shall not:
- a. convey a fee simple interest in;
 - b. grant a fixed-term leasehold interest in; or
 - c. grant an option to purchase or right of first refusal to purchase City-owned land to a property owner.

- 4) A request for a licence agreement shall:
 - a. be made using the form specified by the Planning Administrator, as amended from time to time;
 - b. include such information as the Planning Administrator may deem necessary or appropriate to consider the request, including, but not limited to, a current real property report or site plan showing the location and extent of the existing or proposed encroachment; and
 - c. include a non-refundable application fee, as established (or pursuant to) in the City's Fees and Charges By-law, as amended.
- 5) Upon receipt of an application for a licence agreement, the Planning Administrator shall review the request for compliance with this by-law and any other applicable by-law or legislation and shall:
 - a. approve the use of a licence agreement, without a by-law, if the encroachment is of a type referred to in Section 11(1) of this by-law and the creation or continuation of the encroachment is necessary or desirable, in the opinion of the Planning Administrator; or
 - b. refer the request to Council if the type of encroachment or form of the agreement would require the approval of Council under this by-law or if the Planning Administrator otherwise deems the approval of Council to be desirable.

12 QUARRY LEASE AND ADMINISTRATIVE MANAGEMENT

- 1) The City shall manage and regulate quarries on Commissioner's Land and Municipal Land in accordance with the applicable statutes of the Government of the Northwest Territories, the City's Zoning By-law, as amended and the Development and Design Standards.
- 2) The acquisition and disposal of land for quarry purposes shall be subject to the requirements of this by-law.
- 3) Any agreement executed by the City to sublease, lease or sell land for quarry purposes shall require the purchaser or lessee to develop, operate and restore the land in accordance with the policies and guidelines established by the Government of the Northwest Territories, e.g. the Northern Land Use Guidelines for Pits and Quarries, in addition to any City By-laws and any other requirements of the City.
- 4) Before executing a lease agreement or transfer for quarry lands, the City shall require the purchaser or lessee to obtain an approved development permit and provide an environmental security deposit with the City to ensure proper development and restoration of the site. The terms and amount of this security shall be in accordance with the Fees and Charges By-law, as amended. In addition to the environmental security deposit, the City may require additional security deposit

following the Zoning By-law, as amended, requirements. The security shall consist of a Bond, Certified Cheque or Irrevocable Letter of Credit issued by a Chartered Bank or Surety Company.

- 5) The fees for Commissioner's Land and Municipal Owned Land quarries shall be charged pursuant to the City's Fees and Charges By-law, as amended. Fees collected for a quarry on Commissioner's Land shall be remitted to the Government of the Northwest Territories, and fees collected for a quarry on Municipal Owned land shall be retained by the City and allocated to the appropriate fund.

13 EXECUTION OF AGREEMENTS

- 1) All agreements shall be duly executed and sealed by the Planning Administrator upon the property Owner's payment of the fee, if required, for execution of the agreement, as set by by-law from time to time.

14 STANDARD FORM OF AGREEMENTS

- 1) The Planning Administrator may approve standard forms of agreement for the acquisition or disposal of land and may authorize administration to make such minor amendments to any such standard form agreement as may be necessary to adapt the agreement to the requirements of any particular transaction.

15 AMENDING LAND AGREEMENTS

- 1) Planning Administrator may amend any agreement's terms for the acquisition and disposal of land where the terms of the agreement conform to City policies and directives.

16 BY-LAW ADMINISTRATION

- 1) The forms, procedures and agreements required for the administration of this by-law shall be as determined from time to time by the Planning Administrator.

17 SEVERABILITY

- 1) Each provision of this by-law is independent of all other provisions. If a Court of competent jurisdiction declares any provision invalid for any reason, all other provisions of this by-law shall remain valid and enforceable, and the by-law shall be interpreted as such.

PART 3 – REPEALS AND EFFECT**REPEALS**

3. By-law No. 4596, as amended, is hereby repealed.

EFFECT

4. That this by-law shall come into effect upon receiving Third Reading and otherwise meets the requirements of Section 75 of the *Cities, Towns and Villages Act*.

Read a First time this _____ day of _____, A.D. 2024.

Mayor

City Manager

Read a Second Time this _____ day of _____, A.D. 2024.

Mayor

City Manager

Read a Third Time and Finally Passed this _____ day of _____, A.D., 2024.

Mayor

City Manager

I hereby certify that this by-law has been made in accordance with the requirements of the *Cities, Towns and Villages Act* and the by-laws of the Municipal Corporation of the City of Yellowknife.

City Manager



CITY OF YELLOWKNIFE

BY-LAW NO. 5079

BZ 378

A BY-LAW of the Council of the Municipal Corporation of the City of Yellowknife in the Northwest Territories, to amend Zoning By-law No. 5045.

PURSUANT TO

- a) Section 14(1)(c) and 14(1)(d) of the *Community Planning and Development Act S.N.W.T. 2011,c.22*;
- b) Due notice to the public, provision for inspection of this by-law and due opportunity for objections thereto to be heard, considered and determined.

WHEREAS the Council of the Municipal Corporation of the City of Yellowknife has enacted Zoning By-law No. 5045; and

WHEREAS the Council of the Municipal Corporation of the City of Yellowknife wishes to amend Zoning By-law No. 5045.

NOW, THEREFORE, THE COUNCIL OF THE MUNICIPAL CORPORATION OF THE CITY OF YELLOWKNIFE, in regular sessions duly assembled, enacts as follows:

APPLICATION

That Zoning By-law No. 5045 be amended as follows:

1. Adding Section 12.3.2. b) as follows:

A campground shall be permitted on a portion of Lot 3, Block 569, Plan 4219 as identified in Schedule "A" attached hereto and forming part of this by-law.

EFFECT

That this By-law shall come into effect upon receiving Third Reading and otherwise meets the requirements of Section 75 of the *Cities, Towns and Villages Act*.

Read a First time this _____ day of _____, A.D. 2024.

Mayor

City Manager

Read a Second Time this _____ day of _____, A.D. 2024.

Mayor

City Manager

Read a Third Time and Finally Passed this _____ day of _____, A.D., 2024.

Mayor

City Manager

I hereby certify that this By-law has been made in accordance with the requirements of the *Cities, Towns and Villages Act* and the By-laws of the Municipal Corporation of the City of Yellowknife.

City Manager

By-law No. 5079
Schedule "A"

