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Kam Lake Area Development Plan Public Engagement Summary Report

The engagement activities described in this document were facilitated by Dillon Consulting Limited (Dillon), a third-party organization. As part of the scope of work, Dillon reviewed and summarized the results. The findings and conclusions in this document reflect Dillon's independent assessment and analysis.

Table of Contents

Executive Summary

1.0	Introduction	1
1.1	Objectives of Engagement	2
1.2	Engagement Methods	3
1.3	Scope and Limitations.....	4
2.0	Engagement Summary and Analysis	6
2.1	Focus Group Sessions	6
2.1.1	Summary of Feedback from Session 1.....	6
2.1.2	Summary of Feedback from Session 2.....	8
2.2	Online Survey Summary	9
2.3	Email Comments	13
2.4	Common Themes	13
3.0	Indigenous Engagement	15
3.1	Meeting with NSMA	15
3.2	YKDFN Correspondence.....	15
4.0	Opportunities, Challenges and Recommendations	16
5.0	Conclusion	17

Figures

Figure 1: Location Map of Subject Lands.....	iii
Figure 2: Location of Survey Respondents	9
Figure 3: Connection to Area Being Considered for Development.....	10

Tables

Table 1: Most Supported and Most Opposed Uses for Subject Lands.....	10
Table 2: Selection of Comments from Online Survey	12
Table 3: Area Development Plan Opportunities, Challenges and Recommendations.....	16

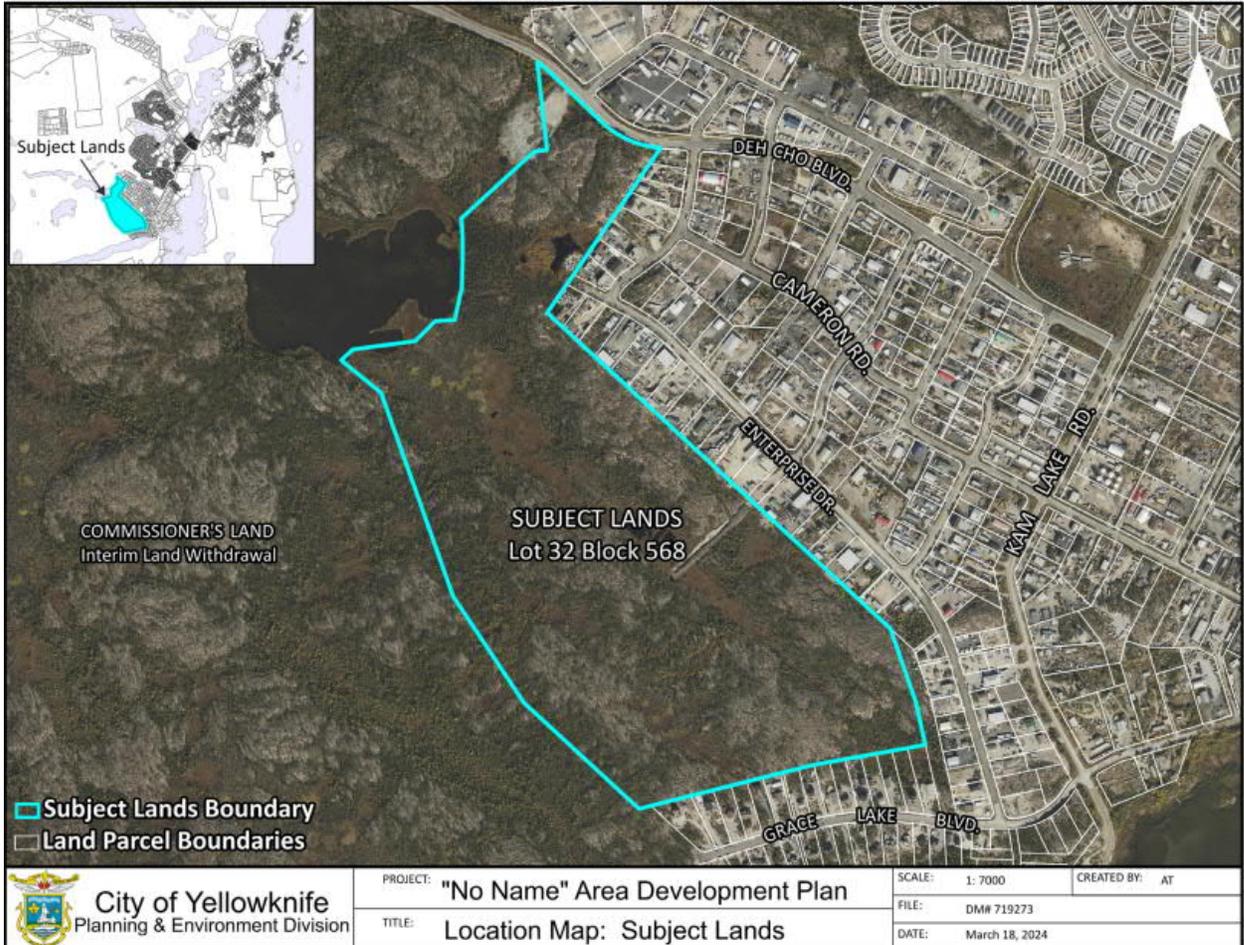
Appendices

A	Focus Group Session Photos
B	Comments sent to place speak or planning and environment email without identifying info
C	Formal Letter from Bush Order Provisions
D	Survey Responses - Permitted Uses
E	Kam Lake Area Development Plan
F	Tank Farm and FOL Proximity
G	Other Lands
H	21-036 - RFP Document
I	GLNA Letter - Charlseey White

Executive Summary

The City of Yellowknife is in the preliminary stages of creating an Area Development Plan for the area Southwest of Enterprise Drive (herein referred to as the 'Subject Lands') seen on Figure 1 below.

Figure 1: Location Map of Subject Lands



The purpose of this report is to summarize feedback from preliminary public engagement activities and recommend next steps for the development of the Subject Lands in Yellowknife, identified for potential light industrial development. This initiative aligns with the Community Plan By-law No. 5007 Section 5.4.3, which identifies that there is an opportunity to subdivide the land southwest of Enterprise Drive for future light industrial activities and that the development and subdivision of the land has been identified as a priority.

Key Engagement Insights

Land Demand Analysis

Participants questioned the necessity of developing new light industrial areas, advocating instead for utilizing existing zones like the Engle Business District. They called for thorough land demand assessments to provide documented evidence to support the need for more development in Kam Lake.

Transparency and Trust

A recurring theme was the need for transparency and trust. Past promises to preserve the area as greenspace were highlighted, with frustration expressed over broken commitments and mishandling of issues such as firebreaks and water management. Improved transparency in consultation and planning processes was strongly recommended.

Enforcement of Bylaws

There was significant concern about the lack of enforcement of existing bylaws, which has undermined community trust. Examples of unchecked illegal activities were cited, emphasizing the need for stringent enforcement before pursuing new developments.

Community Engagement

Residents stressed the importance of meaningful community engagement and up-to-date studies on land demand, especially post-2018. The current survey was criticized by some individuals for bias toward light industrial uses, prompting suggestions to include more diverse options like residential and recreational land uses in future planning.

Recommendations

This report provides recommendations for moving forward on the Area Development Plan for the Subject Lands, including:

- Conduct geotechnical and market studies to assess land suitability and market needs;
- Evaluate wildfire protection, traffic impacts, and drainage to ensure comprehensive planning;
- Implement mitigation measures like buffers to reduce nuisances (noise, dust, odours);
- Improve bylaw enforcement to rebuild community trust;
- Conduct additional community engagement, particularly with the business community to better understand their land development needs;
- Ensure ongoing, meaningful community involvement and transparency in planning;
- Preserve environmental and recreational spaces, notably around the Kam Lake and Grace Lake areas.

Conclusion

The feedback highlights a strong desire for the City to prioritize transparency, effective enforcement, and community-centric planning for the Subject Lands. Respecting previous commitments, maintaining environmental quality, and basing new developments on clear, documented demand are essential to gaining community support and trust.

Introduction

Purpose

The purpose of this report is to:

- Provide a summary of the feedback from the preliminary public engagement activities;
- Highlight opportunities and challenges that should be addressed; and
- Recommend next steps for the development of the Subject Lands.

What is an Area Development Plan?

An Area Development Plan is a strategic framework designed to guide the growth and development of a specific geographic area. It is a guiding document that helps coordinate efforts and how decisions are made to achieve long-term development goals. Area Development Plans are typically created through a collaborative process involving planners, government officials, community leaders, and residents. The primary goal of an area development plan is to create a cohesive and sustainable vision for the future that balances the needs of residents, businesses, and the environment.

Key components of an Area Development Plan may include:

- **Land Use Designations** – Designating specific areas for residential, commercial, industrial, recreational, and agricultural uses to ensure balanced development;
- **Infrastructure Planning** – Planning for essential services such as water supply, sewage systems, electricity, and telecommunications to support current and future needs;
- **Transportation Planning** – Developing efficient transportation networks, including roads, public transit, bike lanes, and pedestrian pathways, to improve connectivity and reduce congestion;
- **Housing Strategies** – Addressing the need for affordable and diverse housing options to accommodate different population segments;
- **Economic Development** – Identifying opportunities to attract and retain businesses, create jobs, and stimulate economic growth;
- **Environmental Sustainability** – Implementing measures to protect natural resources, reduce pollution, and promote green spaces and sustainable practices; and,
- **Community Services** – Ensuring access to essential services such as healthcare, education, public safety, and recreational facilities.

Background and Context

The City of Yellowknife's Community Plan (the 'Plan') By-law No. 5007 came into effect on July 27, 2020. The Plan provides a policy framework that sets out a vision for the future growth and development of Yellowknife over the next 20 years. One of the outcomes of the Plan was recognition of the need for the City to develop additional lands to accommodate future growth and development.

To accomplish this, the City worked with consultants and the public to identify areas appropriate for this growth. Section 5.4.3 of the Plan identifies that the Subject Lands were identified as an area that could provide an opportunity to accommodate future light industrial demand.

The Subject Lands are bounded by Enterprise Drive to the northeast, Grace Lake Boulevard to the south, and Commissioner's Land to the west, which make up an undeveloped 68.1 hectare parcel on Lot 32 Block 568 (See Figure 1). The undeveloped lands currently consist of a mix of rock, trees, vegetation, and water. The site can currently be accessed via three City-owned parcels:

1. Lot ROAD, Plan 1991;
2. Lot ROAD R5, Block 534, Plan 4452; and,
3. Lot 22, Block 534, Plan 4452.

However, the accesses are undeveloped.

The Community Plan designates the Subject Lands as Kam Lake. Kam Lake is intended as an area that supports the production and sale of goods and services in the City. Historically the primary industrial area of the City, Kam Lake was not designed to accommodate residential uses and related amenities such as parks, sidewalks or piped water and sewer services. The primary land use activities for lands designated as Kam Lake include a mix of light industrial and commercial activities with some parcels having accessory dwelling units that are intended to support the primary light industrial or commercial uses. The industrial nature of the area means that lots tend to be designed to accommodate uses that are not compatible with sensitive land use development (residential, institutional). These uses typically generate nuisances such as noise, vibrations, odours, emissions, and other potentially negative impacts that are not compatible with residential development. The Community Plan identifies that going forward, Kam Lake is intended to remain a low intensity industrial and commercial area with wider street widths and road shoulders, allowing for the safe and efficient movement of large vehicles and equipment.

1.1 Objectives of Engagement

The purpose of the engagement process is to open conversations with residents and businesses about the future of the Subject Lands.

For the creation of the Area Development Plan, the following goals and objectives were identified:

Awareness & Understanding

- Raise broad awareness of the Area Development Plan process and opportunities for engagement;
- Commit to communicating clearly, concisely, openly, and proactively;
- Build a shared understanding of what the Area Development Plan will look like 'on the ground'; and,
- Provide information required to stimulate constructive and meaningful input.

Opportunity & Input

- Ensure meaningful engagement opportunities are provided for stakeholders early;
- Actively listen and record stakeholder feedback and use this information to inform Area Development Plan policies; and,
- Build strong relationships between stakeholders and decision-makers to foster collaboration and cooperation.

Process & Accountability

- Ensure Area Development Plan progress information is easily accessible and transparent for all stakeholders;
- Provide feedback throughout the process;
- Keep updates clear and to the point; and,
- Demonstrate how feedback that is received influenced the approach to the Area Development Plan.

1.2 Engagement Methods

Public & Stakeholder Engagement

Three methods were used for public and stakeholder engagement:

1. Survey – The City launched a public survey on the PlaceSpeak platform on May 28th, 2024. The survey closed on June 17th, 2024. The survey consisted of ten questions. A summary of the survey results can be found in Section 2.2.
2. Focus Groups – The City facilitated two focus group sessions. The first session, on June 5th, 2024, was intended for residents of the Grace Lake Residential Estate Zone. The second session, on June 6th, 2024, was intended for business owners in Kam Lake and the Yellowknife Chamber of Commerce.
3. Website – The City posted information about the Area Development Plan on its website on a page titled, "[New Area Development Plan \(Kam Lake\)](#)". The page linked to the online survey and there was also an email where residents could ask questions and provide feedback directly to the Planning and Environment Department website. Interested parties could also subscribe to the page to get updates.

Indigenous Engagement

The City reached out to the Yellowknives Dene First Nation (YKDFN) and North Slave Metis Alliance (NSMA). The YKDFN declined to meet but asked to be kept informed about the project as it progresses. The NSMA formally met with the City on July 25th, 2024. A summary of the feedback from NSMA can be found in Section 2.4.

Scope and Limitations

Each of the public engagement activities had limits as detailed below:

Online Survey

- **Selection Bias** – The survey was voluntary and non-representative of the general population. Therefore, participants self-select, which results in a non-representative sample. Those who chose to participate may have stronger opinions or more interest in the topic than the general population.
- **Access Issues** - Not everyone has equal access to the internet or digital devices, excluding certain demographic groups such as the elderly, low-income individuals, or those without reliable internet access.
- **Interpretation of Questions** - Without clarification, participants may have misinterpreted survey questions, affecting the reliability of the results. More specifically, this may be an issue for residents that do not have familiarity with the City's Community Plan or Zoning Bylaw and how those documents are created and implemented. This could include new residents and residents that are less engaged in municipal governance issues.

Focus Group Sessions

- **Small Sample Size** – The focus groups involved a limited number of participants, which may not fully represent the views of individuals that were unable or chose not to attend. Only landowners in the Kam Lake Zone and Grace Lake Residential Estate Zone were invited to the focus group sessions.
- **Scheduling Constraints** - Only those who were available at the scheduled times could participate, which may have excluded people with other commitments like work or childcare. Only two evening in-person focus group sessions were available.
- **Lack of Business Community Input** – The second of the two focus group sessions was intended for business owners in Kam Lake. A few businesses were represented in the second group session. However, there were fewer businesses than expected at the focus group session and as a result the quantity and diversity of feedback from the business community is limited.

Emailed Feedback Based on Website Information

- **Engagement Level** – The passive nature of this activity may result in low participation rates. People might not take the time to read the information and provide feedback.
- **Access Issues** – Like online surveys, those without internet access or digital literacy are excluded, limiting the diversity of feedback.
- **Response Quality** – There is no guarantee of the depth or quality of feedback, as responses may be brief and lacking in detail.

Overlap of Respondents in Engagement Activities

It should be noted that some individuals took part in all engagement activities (survey, focus group, and emailed feedback) so there is some overlap in responses. Therefore, the feedback from the engagement should not be interpreted as having entirely distinct unique responses between the public engagement activities.

Each of the engagement methods has its own strengths and can be effective in certain contexts. This is why multiple engagement methods were employed. However, the feedback from the initial public engagement activities should not be interpreted as representative of all Yellowknife residents. Nonetheless, a number of key opportunities and challenges were identified, and these challenges and opportunities should be more fully explored through additional public engagement as the project progresses.

2.0 Engagement Summary and Analysis

This section provides a summary and analysis of the feedback from the public engagement activities. Each public engagement activity had varying levels of participation from the public.

The online public survey had the most participation with 93 completed responses. The focus group sessions had a total of 14 attendees with some attendees participating in both sessions. 9 emails were received from City residents with respect to this project. Some of the emailed comments were from individuals that also participated in the online survey and focus group sessions.

2.1 Focus Group Sessions

Focus group sessions were held on Wednesday, June 5th (Session 1) and Thursday, June 6th (Session 2) 2024 from 7:00pm-8:30pm at City Hall. The first session was intended for Grace Lake residents and the second session was intended for business owners and residents of Kam Lake as well as the Yellowknife Chamber of Commerce.

Both sessions were facilitated by a Community Planner from Dillon Consulting and two City of Yellowknife planning staff. A brief PowerPoint presentation was given before each session to provide some context on the Subject Lands followed by a discussion period where participants were asked to give feedback on what kind of development they thought would be appropriate for the area. Seven individuals attended Session 1 and nine individuals attended Session 2. Some individuals attended both sessions.

All individuals in Session 1 were residents of the Grace Lake neighbourhood. Individuals in Session 2 were a mix of residents from Grace Lake and Kam Lake.

2.1.1 Summary of Feedback from Session 1

The comments from Session 1 reflect a range of concerns and questions raised by attendees regarding the demand for additional development in Kam Lake.

Demand for Light Industrial and Commercial Land

Attendees suggested that additional demand for light industrial development could be accommodated in the Engle Business District. Attendees questioned why rezoning within Engle itself is not considered instead of expanding into new areas, indicating a preference for minimal disturbance to the Subject Lands.

The need for proper land demand assessment was emphasized by attendees, with requests for documented evidence of industrial and commercial demand. Questions were raised about why development is being proposed in the Kam Lake area instead of other locations, pointing to issues with land acquisition by the City and the impact this has on residents. The introduction of residential uses in the survey options was also suggested.

Transparency and Trust

Several concerns revolved around transparency and trust, highlighting past commitments by the City Council that suggested the area would remain undeveloped, preserving it as greenspace with recreational significance, such as a snowmobile trails and ski trails. The attendees expressed frustration over the handling of firebreaks and water management concerns, noting a lack of satisfactory responses from the City. They asked for more transparency in the consultation report and planning processes to ensure community trust and involvement.

Environmental and Recreational Concerns

Environmental and recreational concerns were also prevalent, with many attendees advocating for the preservation and expansion of trails and ensuring industrial activities do not negatively impact Grace Lake, a popular swimming and fishing area. Buffers and separation between different land uses are seen as necessary to maintain quality of life and mitigate nuisances such as dust, noise, traffic, vibrations, and odours.

Development Preferences

Some attendees expressed a desire to commence development from the north along Deh Cho Boulevard and seek clarity on the City's plan for firebreaks and other land management issues, including questions about Con Mine and the Interim Land Withdrawal Area. Attendees expressed that they wanted to be kept informed and involved in ongoing planning processes, emphasizing the importance of community consultation and meaningful input.

Other Comments

Lastly, the popularity of residential estate type of development in Grace Lake was noted. Overall, there was a strong sentiment that any new development should proceed only if there is confirmed demand and should respect previous commitments and community needs.

2.1.2 Summary of Feedback from Session 2

The comments from Session 2 reflect a broad range of concerns about proposed development and land use in Kam Lake and Yellowknife more generally, particularly referencing firebreaks, greenspace, bylaw enforcement, and community needs.

Firebreak and Land Use

There is significant concern about the designation and impact of the firebreak in the Kam Lake and Grace Lake area on future development. Clarification was sought on whether the firebreak itself is considered a specific land use category, potentially labeled as infrastructure, and if it restricts future development. Questions were raised about who is responsible for reviewing and discussing the implications of the firebreak, with suggestions that the Government of the Northwest Territories (GNWT) should be involved, especially if private land was affected during its creation.

Land Use Designations and Greenspace

Attendees expressed the need for clear definitions and distinctions between the Kam Lake Designation in the Community Plan and the Kam Lake zone in the Zoning Bylaw. There is a strong desire for additional greenhouses and the preservation and expansion of greenspaces, particularly behind Talethelei and Grace Lake. Suggestions include parks and dog walking trails, and concerns were raised about a resident who has built a fence on City land.

Enforcement Issues

There is widespread dissatisfaction with the City's enforcement of existing regulations, affecting trust in any new developments. Examples of past enforcement failures, such as the illegal operation of a campsite and noncompliance in Kam Lake, underscore the community's concerns. Residents believe that without stringent enforcement, new developments should not proceed. The importance of enforcement ties into various comments about maintaining the pristine nature of Grace Lake and ensuring agricultural uses are appropriately managed.

Community Needs and Demand Assessment

A recurring theme was the need for thorough land demand studies before any new development proceeds. Residents argue that changes since the 2018 community plan analysis, including the pandemic, necessitate updated assessments to determine current demand. Several comments suggested developing existing City-owned land first, such as in Engle, rather than developing new areas. There was also a suggestion to create a new and lower tax class for agricultural uses in order to incentivize more agricultural development.

Survey and Community Involvement

There was some criticism about the questions in the online survey, with claims that it lacks neutrality and forces respondents toward selecting light industrial options. Some attendees suggested developing a new survey with more land use options such as residential and recreational uses that are not currently listed as permitted uses in the Kam Lake zone. Ongoing involvement and follow-up with the community are seen as crucial to maintaining trust and ensuring that future development truly reflects community needs and desires.

Other Comments

Additional comments highlighted varied issues such as concerns about arsenic reports affecting land, the need for appropriate buffers depending on adjacent land uses, and skepticism about the perceived demand for new development. The overarching sentiment is a call for transparency, effective enforcement, and meaningful community engagement throughout the planning and development process.

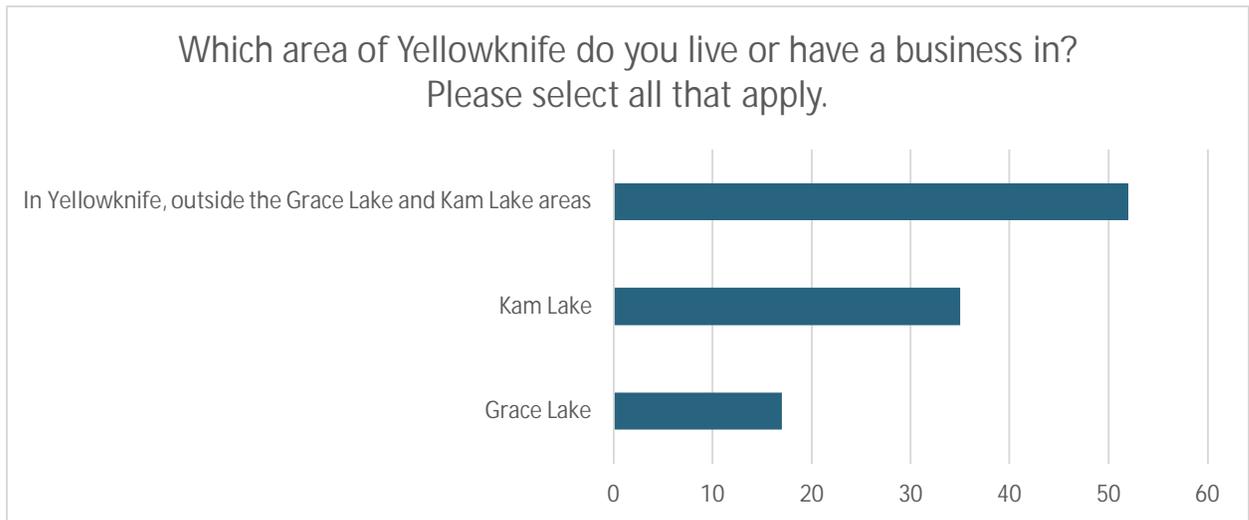
2.2 **Online Survey Summary**

From May 28th to June 17th, 2024, members of the public were invited to share their thoughts on the new Subject Lands through a survey hosted on the platform PlaceSpeak. The survey was ten questions long. In total, the survey received 93 complete responses. The questions were intended to learn about each survey respondent’s interest in the Kam Lake area and their perspectives on future development in the Subject Lands.

Location of Survey Respondents

Most survey respondents, 52%, live or have a business in Yellowknife but not in the Kam Lake or Grace Lake areas, with 35% living or having a business in Kam Lake and 17% in Grace Lake.

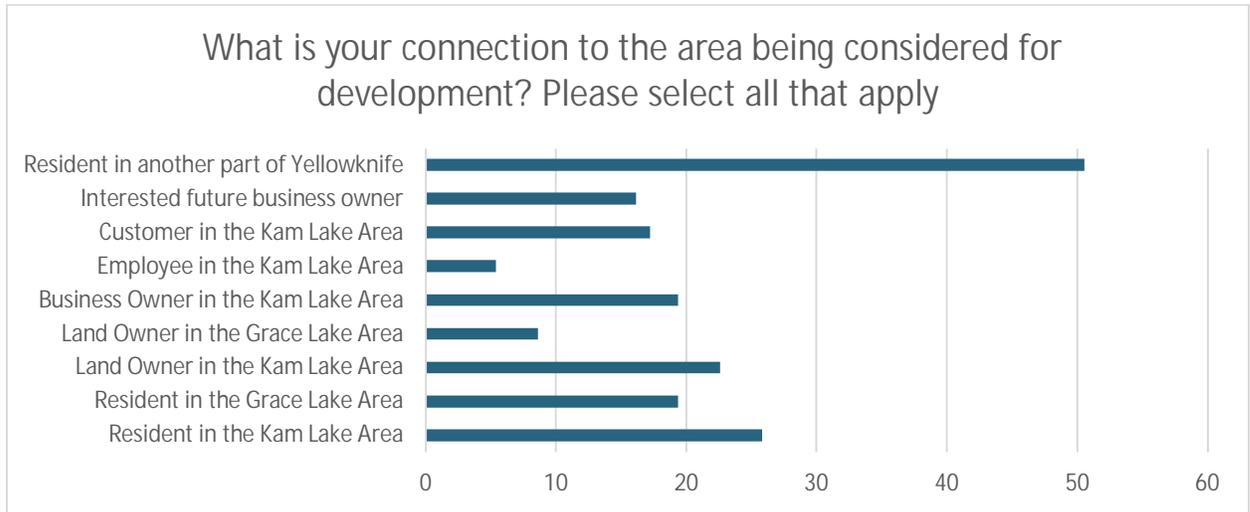
Figure 2: Location of Survey Respondents



Connection to Subject Lands

Further, the largest interest in the area being considered for development are residents in another part of Yellowknife, at 52%. The next most popular connection to the area was residents of Kam Lake area. The two least common connections to the area being considered were employees in the Kam Lake area and landowners in the Grace Lake area.

Figure 3: Connection to Area Being Considered for Development



*Note that survey respondents could select more than one option

The uses of the Kam Lake area which respondents were found to frequent most were:

- Living in the Kam Lake (and Grace Lake) area;
- Conducting business / employment;
- Recreation (e.g. hiking, skiing, snowmobiling); and,
- Customer / Shopping / visiting commercial businesses.

Most Supported and Opposed Uses in Subject Lands

Given that the new development area is contemplated as commercial / light industrial in the Community Plan, survey respondents were provided with the 36 permitted uses in the commercial / light industrial zone and asked which of these they would support, and which they would not support in the new development area. Table 1 below shows the most supported and opposed uses for the Subject Lands.

Table 1: Most Supported and Most Opposed Uses for Subject Lands

Five Most Supported Uses	Five Most Opposed Uses
Urban Agriculture, Community	Automobile Wrecker Facility
Convenience Store	Kennels
Urban Agriculture, Commercial	Float Plane Base
Food and Beverage Service	Card Lock Facility
Animal Services	Work Camp

Figures showing the levels of support from survey respondents for each of the 36 permitted uses can be found in [Appendix D](#).

Further, respondents were asked which other uses and development they would like to see in the area being considered. Answers which frequently repeated were:

- Residential;
- Mixed-use residential / commercial;
- Commercial, especially a convenience store; and,
- Green space, recreational space, walking-trails.

Other less common suggested uses were:

- Dog park;
- Junk storage;
- Northern lights observatory;
- Wood pellet and wood chip storage;
- Plant nursery; and,
- Tiny home community, and campground.

Preferred Uses in the Area Development Plan

The area under consideration is in the Kam Lake Community Plan designation and will be a new zone within this designation. Respondents were asked which of the aspects from the existing Kam Lake area they would like to see incorporated into the new Area Development Plan, and which aspects they would not like to see included.

Aspects of Kam Lake which respondents said they would like to see included in the Area Development Plan include:

- Residential housing, including work / live accommodations;
- Commercial / light industrial;
- Water bodies proximate to developed areas; and,
- Paved roads

Aspects of Kam Lake which respondents said they would not like to see included in the Area Development Plan include:

- Dog kennels, sled dogs;
- Industrial sprawl;
- Inaccessibility, including lack of sidewalks and bike routes;
- Many respondents note that Kam Lake is unpleasant, even just to pass through, and this should not continue in a new light commercial / industrial area;
- Don't continue the narrow streets; and,
- Some existing Kam Lake businesses are loud. These types of uses should not be permitted.

Other Survey Comments

Other comments received in the survey were that the project should not take too long, there should be opportunities for businesses to purchase larger lots, adjacent landowners should get the first option to buy additional properties, the timing of the proposed new development should be shared with the public, and that it is a mistake to ring the city with industrial development, limiting potential future residential development.

Table 2 below provides a selection of direct quotes from the survey showing the diversity of opinions on development of the Subject Lands:

Table 2: Selection of Comments from Online Survey

Responses when asked to share feedback about the proposed development in the area
"I'm opposed to developing the area"
"Hope it is done in a reasonable timeline, unlike most other projects"
"This is an opportunity for people/business to own larger lots and to develop business. It would be nice to maintain trees and greenery (that take limited intervention as water is trucked in Kam Lake)"
"Make it less like Kam Lake now, we don't need more industrial mess"
"Make it business and housing friendly. Allow landowners to use their land as they need so long as they abide by the zoning and city by laws. Less complications on residential/mixed use"
"The area development needs to respect and maintain existing uses related to snowmobiling, dog sledding, pet and vet services."
"Fine tune the zoning to avoid the mess we have in kam lake Work with existing kam lake property owners to better develop what we have."
"It's good to see the City considering more land for development. the lack of piped city infrastructure is a concern due to cost and ongoing O&M costs. We should be looking at areas that can easily be connected to municipal services"
"Reasonable buffer zones between different zoning types will be key to mitigating conflicts between neighbors. Specifically, Grace Lake and the adjoining lands in this proposed area."
"Regardless of what ends up being developed, I would like there to be some sort of bylaw upheld stating the area had to be kept clean and tidy and somewhat esthetically pleasing as most spaces that are currently out there are in complete disarray and a bit of an eyesore"
"With current wildfire concerns could more permanent recreational zones acting as firebreaks be incorporated along the edges of the zone?"
"Very much not interested in more generic gravel lots on where existing march vegetations and bird nesting grounds currently exist"

2.3 Email Comments

Various comments were received by email. Many of these comments reflect strong opposition to further development in the Kam Lake area, particularly near Grace Lake. Residents emphasized that Grace Lake was marketed and purchased for its quiet, pristine, and natural setting, and they are concerned that expansion of industrial activities will disrupt this environment, bringing noise, pollution, and reducing property values. It was suggested to seek alternatives for commercial expansion, such as utilizing Engle Business Park or vacant areas elsewhere. The city's past planning processes were criticized for a lack of transparency and broken promises, which has led to distrust. Additionally, there are concerns about neglected downtown development, with a request for the city to focus on revitalizing vacant lots to combat crime and social disorder before undertaking new projects elsewhere. Lastly, some residents felt that the PlaceSpeak survey was biased and believe a green space would be the best use for maintaining the quality of life in their neighborhood.

Some support for the proposed new development area was also received, including someone's suggestion that caretakers' residences continue to be permitted in the new development area.

2.4 Common Themes

The feedback from the public engagement activities highlights several common themes and significant community concerns regarding the proposed development in the Subject Lands.

Land Demand Analysis

One of the central issues is the demand for additional light industrial and commercial land. Many participants suggested that such development should be concentrated in existing areas like the Engle Business District rather than expanding into new zones. There was a strong emphasis on the need for a proper land demand assessment, with calls for documented evidence to justify further development. Questions were also raised about why the development is proposed specifically in Kam Lake, suggesting that the City should consider using its current land holdings more efficiently.

Transparency and Trust

A recurring theme is the need for transparency and trust. Past promises by the City Council to preserve the area as greenspace have led to frustration over the current proposals. Many attendees expressed significant concerns about how well the City has handled previous issues, such as firebreaks and water management, and called for more transparency in the consultation and planning processes. There was also a call to maintain the environmental and recreational quality of the area, particularly around Grace Lake, advocating for the preservation and even the expansion of trails.

Bylaw Enforcement

Another significant concern is the lack of enforcement of existing bylaws and regulations. Residents expressed dissatisfaction with the City's enforcement track record, noting examples of illegal activities and noncompliance that have gone unchecked. This lack of enforcement has eroded trust in the City's ability to manage new developments properly. Many residents believe that without strict enforcement, new developments should not proceed.

Meaningful Community Engagement

Community needs and desires were another major topic, with many attendees calling for more meaningful community engagement and consultation. The need for updated demand studies was emphasized, particularly given changes since the last community plan analysis in 2018. There were also criticisms of the existing survey used to gather public input, which many felt was biased towards light industrial uses. Various residents suggested more diverse land use options, including residential and recreational uses, and stressed the importance of reflecting the community's true needs and desires in any future development plans.

3.0 Indigenous Engagement

The City attempted to meet with the North Slave Metis Alliance (NSMA) and the Yellowknives Dene First Nation (YKDFN) to better understand their interests and/or concerns about development of the Subject Lands.

3.1 Meeting with NSMA

City staff from the planning department met with the North Slave Metis Alliance (NSMA) on July 25th, 2024 to better understand their interests in the Subject Lands.

NSMA stated that they are willing and interested in working with the City on this project. They expressed their interest in being informed and involved in the project from start to finish. To inform and learn from all interested NSMA members, they suggested that City staff conduct an information session with NSMA members in the future as the project progresses.

NSMA's offices are in Kam Lake. They are interested in potentially purchasing more land to expand in the Kam Lake area and would be interested in opportunities to buy a parcel from the city if the area is further developed as commercial / light industrial, especially if land was available to them at a discounted rate.

3.2 YKDFN Correspondence

The land to the west of the Subject Lands is withdrawn land as part of the ongoing Akaitcho Process. YKDFN was contacted to see if they were interested in a one-on-one meeting to better understand their interests in the Subject Lands and how future development may impact their interests for the withdrawn land to the west.

At this time, YKDFN did not feel the need to meet. However, they asked to be kept informed about the progress on the Area Development Plan and they may be interested in meeting in the future as discussions about the Subject Lands evolve.

Opportunities, Challenges and Recommendations

Based on the feedback from the public engagement activities, several opportunities and challenges were identified that will require more study and examination prior to developing an Area Development Plan for the Subject Lands. Table 3 below provides a list of the opportunities and challenges identified as well as recommendations that should be considered before developing an Area Development Plan for the Subject Lands.

Table 3: Area Development Plan Opportunities, Challenges and Recommendations

Opportunities and Challenges	Recommendation
Geotechnical suitability of land for development is unknown.	A geotechnical study should be completed to determine suitability of land for development
There is uncertainty about the market demand for more developable land in the area.	A market study should be conducted to determine the market needs for developable land and the types of land uses that are currently unmet with existing land supply.
The Subject Lands are in the urban/wildland interface. Recent work on fire breaks in the area may be affected by development of the Subject Lands.	A better understanding of required wildfire protection measures in the area is required prior to development of an Area Development Plan.
Traffic impacts on existing road network.	A traffic study should be conducted to determine how new development may impact the existing road network and traffic flow.
Wetland and drainage protection	Consider a drainage study to ensure proper drainage and protection of existing watercourses.
Potential for noise, dust, vibration, odours, and other nuisances impacting nearby residents	Consider mitigation measures such as buffers to reduce nuisance impacts
Enforcement of existing bylaws in Kam Lake	Improve enforcement of existing bylaws and regulations to regain community trust
Lack of significant input from existing business owners in Kam Lake	Provide additional targeted public engagement opportunities with the business community
Meaningful community engagement	Ensure continuous, meaningful community involvement and follow-up throughout the planning and development processes of the Area Development Plan.
Environmental and recreational quality	Preserve and expand trails and ensure that industrial activities are balanced with environmental and recreational considerations.

5.0

Conclusion

Overall, the feedback indicates a strong desire for the City to prioritize transparency, enforcement, and community-centric planning in any new developments. The emphasis is on respecting previous commitments, preserving environmental and recreational spaces, and ensuring that any new development is based on a clear and demonstrated demand.

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Appendix A

Focus Group Session Photos

Focus Group Session Photos

June 6th and June 7th, 2024



LIGHT INDUSTRIAL
START @
DORTH EJO

SUBJECT LANDS
LOT 32 BLOCK 568

GREEN SPACE
GREEN SPACE
GREEN SPACE
GREEN SPACE
GREEN SPACE

COMMISSIONER'S LAND
INTERIM LAND WITHDRAWAL

Subject Lands Boundary
Land Parcel Boundaries

DEH CHO BLVD.

CAMERON RD.

ENTERPRISE DR.

KAM LAKE RD.

GRACE LAKE BLVD.



Include a meaningful buffer between residential and industrial/commercial

Phase in the development & start on the low end to only develop ~~more~~ more lots when phase has sold out

How you do a recent land demand analysis? How much do we need for:

- residential
- commercial
- industrial

with the setbacks that have been put in place, the proposed 30m buffer needs to be much bigger!!!

Subject Land
Land Parcel

The subject land is large and there is not enough commercial/industrial demand to rent all of this out as commercial/industrial

Where is the demand for this commercial property?

No more kennels anywhere in Kam Lake!!!

This drains down into GRACE LAKE.

LANDS
DOCK 568

GREEN SPACE.

GRACE LAKE BLVD.

If you have a dog...
Never Auto Wreckers again or Heavy Industrial or Transport facility.

Our documents said we were promised a clean and natural environ. in this area.

NO MORE DOGS

Why not Con Mine Remediation Area for an industry use.

TAKE THIS SECTION OUT OF "KAM LAKE" BECAUSE OF THE LEGACY OF THE LAKE BUSINESS!

GRACE LAKE IS A CLEAN USABLE LAKE LETS KEEP IT THAT WAY.

- How are fire breaks dealt w/ in the zoning bylaw?
- Amenities for existing residents
- Enforcement of current regulations is an issue
- Consider existing soil conditions to determine what types of uses are appropriate
- Encourage more commercial ^{plant} agriculture
- Maintain trail network
- Buffer b/w Grace Lake & ADP
- Different permitted uses for different areas of ADP (zones)
- For the community
- Tax class for agriculture

Social

KJ

Economic

Environment



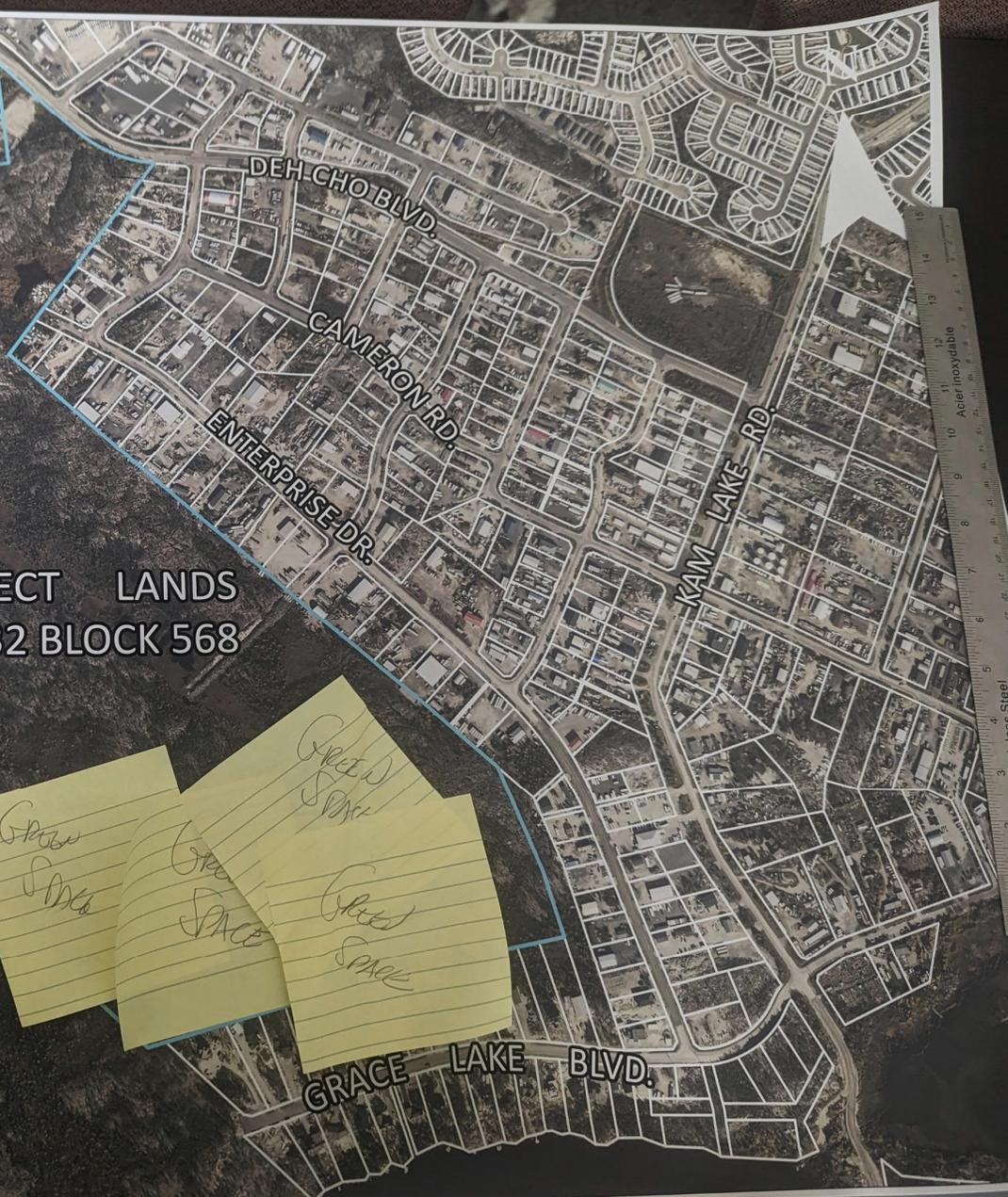


COMMISSIONER'S LAND INTERIM LAND WITHDRAWAL

SUBJECT LANDS LOT 32 BLOCK 568

Green Space
Green Space
Green Space
Green Space

Subject Lands Boundary and Parcel Boundaries



- Consider phasing from North to South
- Consider new name for ADP
- Limit discretionary uses

1-2001
TAKO
Dove Pth Focus Group

Grace Lake
21st Focus Group

- Buffer b/w uses in Grace Lake & Kam Lake ADP
- Light pollution from adjacent uses
- Not supportive of heavy industrial, auto wrecks or heavy transportation
- Consider drainage from ADP to Grace Lk. and existing development
- Preserve existing recreational trails & connect to city trail system
- Compatible dev't w/ adjacent uses

Appendix B

Comments Sent to Place Speak or Planning and Environment Division Email

Table B1: Emailed Comments and Comments from PlaceSpeak Survey Discussion

#	Comment
1.	<p>No more development in Kam Lake. For more commercial development eagle park is now established and could be expanded for that use. There are multiple areas to develop new residential subdivisions around the city. Not a good idea to place another residential subdivision beside an industrial park.</p>
2.	<p>Please keep with the allowance of a caretaker's residence if owners want one.</p>
3.	<p>Hello</p> <p>I see that the city is seeking input on an Area Development Plan for Kam Lake.</p> <p>This made me wonder if there is an Area Development Plan for the downtown?</p> <p>As a taxpayer and resident of the downtown core for 30+ years I am quite concerned about its current status and what the city is doing to develop, attract investment and encourage people to live and work downtown.</p> <p>I am opposed to blasting and developing tin can hill to house a university and further developing Kam Lake, until there is a plan and active development on the vacant and derelict lots downtown.</p> <p>When lots sit empty, and people refuse to come downtown, crime, vagrancy and filth are quick to fill the space.</p> <p>I welcome the opportunity to learn what the city is doing about its downtown and am willing to meet and contribute to solutions.</p> <p>I look forward to hearing from you.</p>
4.	<p>Hello</p> <p>Thanks for the meeting last night, it was appreciated.</p> <p>As a follow up to some of our comments I've attached just a few of the documents we referenced.</p> <ul style="list-style-type: none"> • The 21-036 RFP, this is the RFP the City slipped out to public tender with no consultation whatsoever. Luckily, this was found quickly and the city immediately retracted it. Please note the drawing on page 13 that Vic in Planning & Lands produced and included in the RFP. • Email response from Mayor Alty to Emery Paquin regarding his May 6, 2021, email response to the RFP. Her response was the RFP " <i>was inadvertently released prematurely given there is more planning work that needs to be undertaken</i>".

#

Comment

The detail in the RFP and the fact its implausible for the City to put together a package like this and say it got inadvertently released is very hard for the neighbourhood to swallow. This is the root of the distrust and lack of faith in your department (it does have to be said that the earliest residents were already disappointed with the City that they didn't follow up with other items promised to these early adopters such as sidewalks, trails, floating walk-ways etc.). Based on my discussion with a councilor at the time... he was well aware of the RFP and appeared very pleased it was released. We should have gone to the press with this but decided cooler heads would prevail and began a respectful and unified effort to reach the city with our concerns.... which mostly went unnoticed.

Also attached.

- Grace Lake Neighbourhood Association Letter to Charlsey and all of the City Councilors at the time, if I recall correct Charlsey did not respond and would not respond to our request to meet and discuss.
- "Other Lands" attached asking why these areas are not suitable?
- "Tank Farm and FOL Proximity" trying to understand why the City is so set against caretaker residents in Engle?

In summary, the residents of Grace Lake Blvd were sold a dream of secluded Pristine Nature, Panoramic Views, Estate Style lots with access to Nature, to only find it being secretly undermined by the City.

Leaving the meeting last night, it was poignant to hear one of the longtime Grace Lake Blvd residents say his family lived on Dagenais for 25 years and they never had a conflict or discussion with the City and/or Planning and Lands, in contrast since the earliest days of Grace Lake Blvd it feels to them like a constant battle dealing with the City breaking promises. This is not how long-time residents choosing to retire and continue living in Yellowknife should feel. This toxicity will chase people away.

Thanks again for the meeting last night, it was very much appreciated.



Tank Farm and FOL
Proximity.pdf



Other Lands.pdf



21-036 - RFP
Document (1).pdf



EXTERNAL Grace
Lake
Neighbourhood
Association Ka...



EXTERNAL FW
Kam Lake
Industrial Area
Expansion.msg

222 GLB

#	Comment
5.	<p>Please find attached our comments and suggestions to Planning and Environment as you move forward with consultations on an Area Development Plan for the parcel of land located north of the Grace Lake residential area. As original homeowners in the Grace Lake North sub-division, maintaining the quiet, natural setting adjacent to our neighbourhood is extremely important to us, and one of the main reasons we remain invested in the neighbourhood. I am confident you got a good sense of this importance during the recent focus group meetings. Thank you for the opportunity to present our views and trust these will be represented in Planning and Environment's report on public consultations.</p> <p> Kam Lake Area Devel Plan_000082.p</p>
6.	<p>I do not want any commercial or residential developments in the proposed area(s). Not all the Engle lots are sold or developed yet, that area is more suited for commercial properties.</p>
7.	<p>Thank you again for the opportunity to provide input during the Kam Lake Focus Group earlier this month.</p> <p>Please find attached a document outlining our feedback for the ADP for the Kam Lake Growth Area.</p> <p>Should you require more input, we'd gladly participate.</p> <p> Untitled attachment 00011.p</p>
8.	<p>To whom it may concern,</p> <p>This email is in reference to the "Kam Lake extension area" behind the homes on Grace Lake.</p> <p>My husband and I live at XXX Grace Lake. This extension area will directly affect us and the other residents on Grace Lake.</p> <p>We were going to fill out the survey on "Placespeak", however the survey only gave us options to pick from current business that are in Kam Lake. We are not in favor of any of the business that are currently in Kam Lake to be right behind our home. From the city website, "Kam Lake Industrial Park allows activities and development that does not integrate well with residential streetscapes and neighborhoods". If this is the case, then why would the city plan to expand the industrial area so close to some of the nicest properties and most expensive homes in Yellowknife?</p>

#	Comment
	<p>Also, we were told in one of the city meetings that this area is actually "Growth Development" and they were seeking ideas from the residents as to what we would like to see in this area. We are wondering why in the survey do you only include businesses currently in Kam Lake? Why not have options for the residents to choose from like "green space" or "parks"?</p> <p>Grace Lake was sold by the city as an area to have a "dream home in a quiet, pristine and natural setting" with "immediate access to the outdoors and water recreation". It was advertised under the guise of an estate/country style residential area. This is the reason people on Grace Lake invested a lot of money to build homes and live in this area. Not sure how choosing from any of the businesses in that are currently in Kam Lake will create this "quiet, pristine and natural setting". The only way to maintain a "pristine and natural setting" would be to re-zone this area as a green space. This would be the only way to protect the residents from noise, light, and air pollution. It would also protect the homes and Grace Lake from potential run off from the industrial area. We've already seen what "run-off" has done to the other lakes in and around Yellowknife, Kam Lake included.</p> <p>Currently we have "immediate access to the outdoors" as the city described this area would be. We use the area behind our home to access the skidoo trails in the winter. There is a trail that can be used to access Grace Lake, and other lakes and trails in the area. That area is also used by many for walk/hiking both in summer and winter. With the proposed development by the city, we would no longer have access to the trails behind our homes for recreational use. This would not just affect us living in Grace Lake but all the other residents in Yellowknife that use this area as well.</p> <p>During the first night at the City meeting there were a couple of parcels of land shown in and around Engle Industrial park. It was asked if these areas could be used if there is a need for more "light industrial" lots. I think the argument was that they would be too close to the tank farm or that they would have to be 're-zoned'. For us living in Grace Lake and Kam Lake, we already live closer to Petro Canada and Blue Wave then those other two parcels of land would be to the tank farm in Engle. To me, and many others, it makes sense to keep "industrial" like activities together instead of trying to mix them with residential areas like Grace Lake.</p> <p>It was also asked in the meeting if there is a need for more "light industrial" lots. There was no real answer on this. In fact, there was not one person, on both nights, that was saying that they were interested in this area to purchase a lot. Is there actually a need for more "light industrial" lots? If there is, why can't Kam Lake extend north towards Engle and keep all types of industrial activities together?</p>

#	Comment
	<p>The biggest concern for us is that we bought a house in Grace Lake because we wanted a little more space than was offered in town. We were looking at living out on Ingraham Trail, but decided on Grace Lake for the convenience of having more space but being close work. We bought knowing where Kam Lake was and that we would only have to drive through it to get to our home. There is no other way to say it, Kam Lake is a mess. Anyone who has driven through it knows it is a mess and for an industrial area it makes sense that it looks the way it does. If we wanted to live in Kam Lake, we would have purchased a home in Kam Lake. We bought our home in Grace Lake because of the area. For the most part it is quiet, and we have access to the lake and outdoor trails... for now. We do find in the winter months that we hear the refrigerator trucks on Enterprise Drive running all day/night. Some days they sound like they are right in our backyard, and they are approximately 500 meters away from our home. We don't complain about this because we bought our home knowing what was on Enterprise Drive. Had we known that the city may want to extend Kam Lake to behind our homes in the future we would have considered purchasing a home elsewhere. Since Grace Lake was originally advertised as 'quiet' and 'pristine' we never thought this would happen or even be considered by the city.</p> <p>The other problem that we now see with the proposed development is that our trees on our lot were cut down to create a fire break last August. If this area behind us is to be developed, we will now see all the activities that are happening back there. Again, we bought our home in Grace Lake knowing what was in Kam Lake. We drive through Kam Lake to get to our home. I think everyone is feeling the same way that we don't want to see the eyesore that is Kam Lake in our residential area.</p>
9.	<p>The survey was biased, thus will only yield biased results. For a residential area such as this one, Grace Lake Boulevard, it is essential to keep the area a greenspace. It is completely illogical to develop an industrial area right next to it; the property values would plummet, and in addition the community has no need and will not benefit from this development. I respectfully ask you take heed of this email, because it resonates with what me and the other members of the community feel.</p>
10.	<p>A Strip Mall with multiple stores to support the area would be a good idea for the area. Keep in mind that this area should be protected from forest fires as it was all cut down and cleared for that purpose. Leaving the buffer zone at the back of Grace Lake Residential as suggested in the previous meetings at the City of Yellowknife would be a good idea and to even extend on the buffer area to help with fire protection if needed.</p>
11.	<p>More people are moving to this area, and they need essential amenities like parks, grocery stores, & transit.</p>
12.	<p>I hope this area will be developed as another residential area so that future homeowners will have a chance to live in a decent dwelling rather than renting in moldy apartments. This might be an area where another supermarket, children's playground or community arena can be built or a shopping mall for Costco, Ikea or even Home Depot.</p>

Table B2: Other Responses

#	Respondent	Response
1.	Naka Power	Hello, Naka Power (Yellowknife) is in support of the new development. But please include Naka early in the design stage.

Table B3: No Response

#	Respondent	Response
1.	Yellowknife Education District No.1	N/A
2.	Yellowknife Catholic Schools	N/A
3.	WB Water Services	N/A
4.	Kavanaugh Bros Ltd.	N/A

Appendix C

***Formal Letter from Bush Order Provisions
Commenter 7 - See Table B1 in Appendix B***



City of Yellowknife,
Planning and Development Department

June 13, 2024

To Whom It May Concern:

Thank you for giving residents and business owners of Yellowknife the opportunity to weigh in on the Area Development Plan for the area west of Enterprise Drive in Kam Lake.

Our business and home are located at 180 Enterprise Drive, where we work primarily in the agriculture sector (outdoor and greenhouse growing), as well as food manufacturing (wholesale bakery).

Over the past 5-years of owning this property we have brought in a significant amount of soil to the leveled crush property that was created and experienced many hurdles and barriers of starting an agriculture focused business within the City of Yellowknife.

Additionally in 2018, through public forums and through involvement in the Yellowknife Chamber of Commerce we participated in the development of the City of Yellowknife Community Plan. Since then, Yellowknife has seen the economic landscape completely change due to the future closure of the diamond mines, stalled mineral exploration, decrease in tourism due to COVID-19, the increase in living costs due to supply chain issues and overall global downturn, and threat of wildfire across the Northwest Territories.

With this knowledge, and looking at future planning of our business, we have outlined several key components to contribute to the Area Development Plan.

1. Keep as Greenspace

The area in question is currently greenspace that is used recreationally not only by residents of Grace Lake, but also by residents of the Kam Lake area, who might live where they work. This area has become a haven for those on this side of Yellowknife to escape into nature just steps from their doors, much like that of Old Town, Niven, and Con.

Secondly to this point, should development proceed the newly constructed fire break that runs parallel to Enterprise Drive from Grace Lake to an unnamed lake would be rendered useless as it would no longer provide adequate distance to protect properties

and infrastructure should a wildfire approach Yellowknife from the South, which is the most likely case.

2. First Right of Refusal

In the case of some businesses that may need or want to expand to adjacent lots, first right of refusal should be given to those properties that border this growth area, should any development proceed.

For example, for those in agriculture where infrastructure such as water holding tanks, irrigation lines, pumps, and ground equipment are used it would make more business sense to expand a connecting property rather than expand onto another separate one. The case could also be made for a business that offers dog boarding.

More personally, those who have had properties backing onto the current greenspace have long enjoyed the vistas and natural landscapes of this area. Those property owners should be given the opportunity to preserve those perks.

3. Agriculture Specific Property Development

If development of all or some of this area were to proceed we would advocate heavily that a portion be planned for agriculture uses specifically. This should mean any lots developed in a defined area would be assessed as agriculture for taxation purposes.

By planning for agriculture uses and taxation it would remove barriers for existing businesses looking to expand as well as encourage new entrance into the sector.

Figure 1 below outlines a proposed area that we believe would be ideal for potential agriculture uses given the reduced amount of exposed rock.



Figure 1

4. Define Agriculture Uses

It would be beneficial to further define “Urban Agriculture, Commercial” within the City of Yellowknife Zoning By-Law, adopted in 2022. Further definitions of “agriculture uses” should be identified to encourage more uses and monitor future development.

For example, “*commercial greenhouse gardens, or nurseries*” should be further defined as “*horticulture uses, including the operation of cultivating crops, nurseries and commercial greenhouses, with a limited number of small livestock*”. Where as “*facilities for the keeping of small animals include hens, ducks, quail, rabbits, goats and pigs...*” should be redefined as “*commercial facilities for the primary use of animals include hens, ducks, quail, rabbits, goats and pigs...*”

This would help in the planning of this area by mitigating future conflict of potential noise and smell issues within specific neighbourhoods.

5. Discouragement of Light-Industrial Development

While we would rather this area not be developed at all, kept as a greenspace, or developed into a recreational/agriculture area, should development happen we would discourage any Light-Industrial Development.

Currently the Engle Business District is zoned for industrial uses and with remaining properties available and the case for additional properties in that area, no further Light-Industrial uses should be made available in this proposed Growth Development Area.

We believe this area, if developed, should be directly related to the improvement of the lives of the residents of Yellowknife. Either through additional public greenspace, growing or raising of local food, or through increased small businesses that are public facing and customer based.

6. Divide the Growth Development Area into Zones

Should development happen, which it shouldn't, it would be advantageous if the entirety of the area be divided into zones that might best meet the needs of residents of the area, resident of all of Yellowknife, and future development.

- *Figure 2* identifies an area that could be suited for commercial and light-industrial development because of its access from DehCho Boulevard.
- *Figure 3* identifies an area that could be best suited for agriculture uses, due to the lack of exposed rock and potential drainage. The area was leveled of trees and shrubs in 2023 making it an ideal area for future horticultural development.
- *Figure 4* identifies greenspace that is currently parallel with the firebreak. It would be ideal to keep this area as a buffer from the firebreak and the residents of Grace Lake.
- *Figure 5* identifies an area that should be kept as additional greenspace to buffer Grace Lake residential neighbourhood from any future development.
- *Figure 6* identifies an area on the south end of Enterprise Drive that could be suitable for additional commercial lot due to the available exposed rock and accesses through a Nahanni Drive expansion roadway.



Figure 2

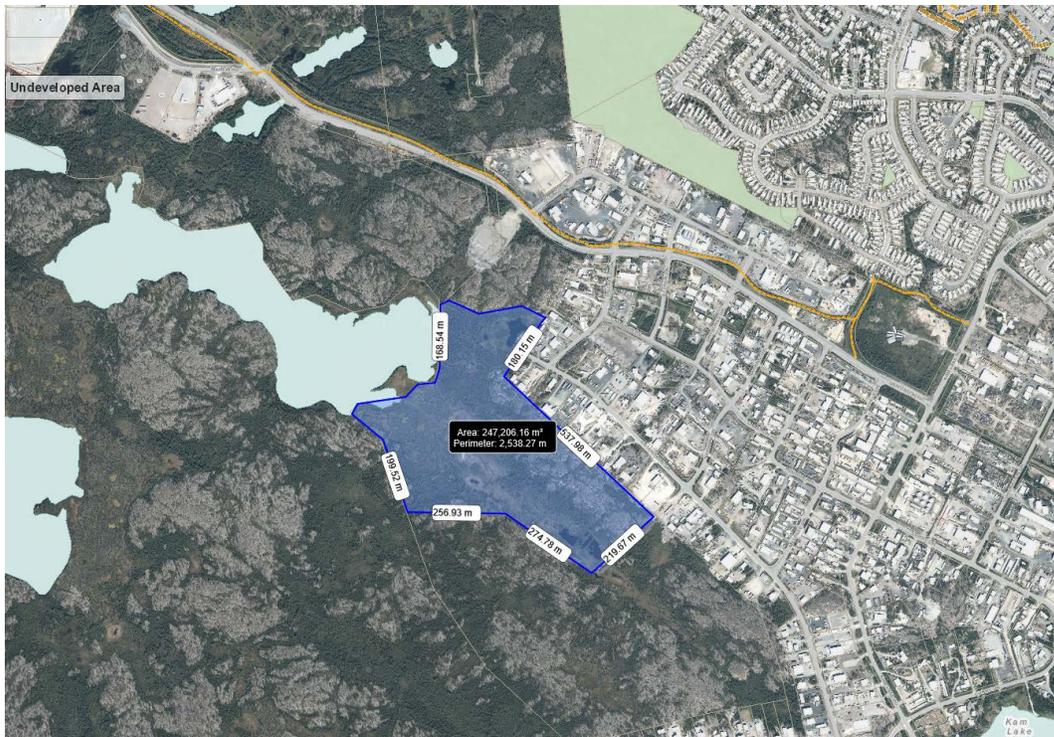


Figure 3



Figure 4

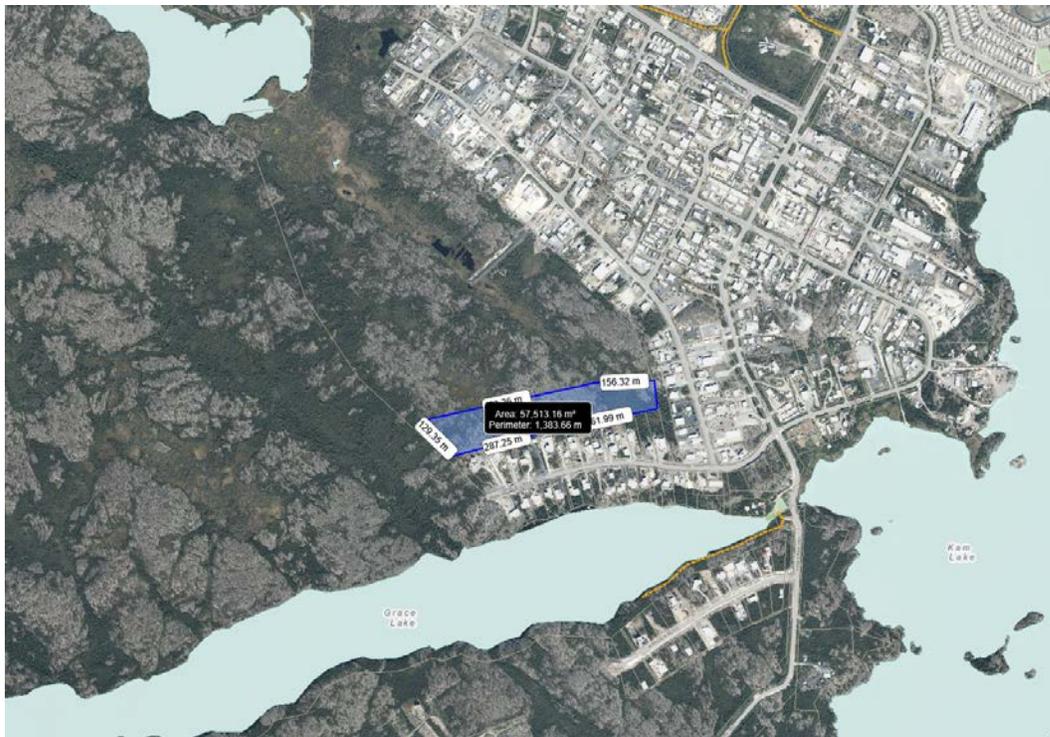


Figure 5

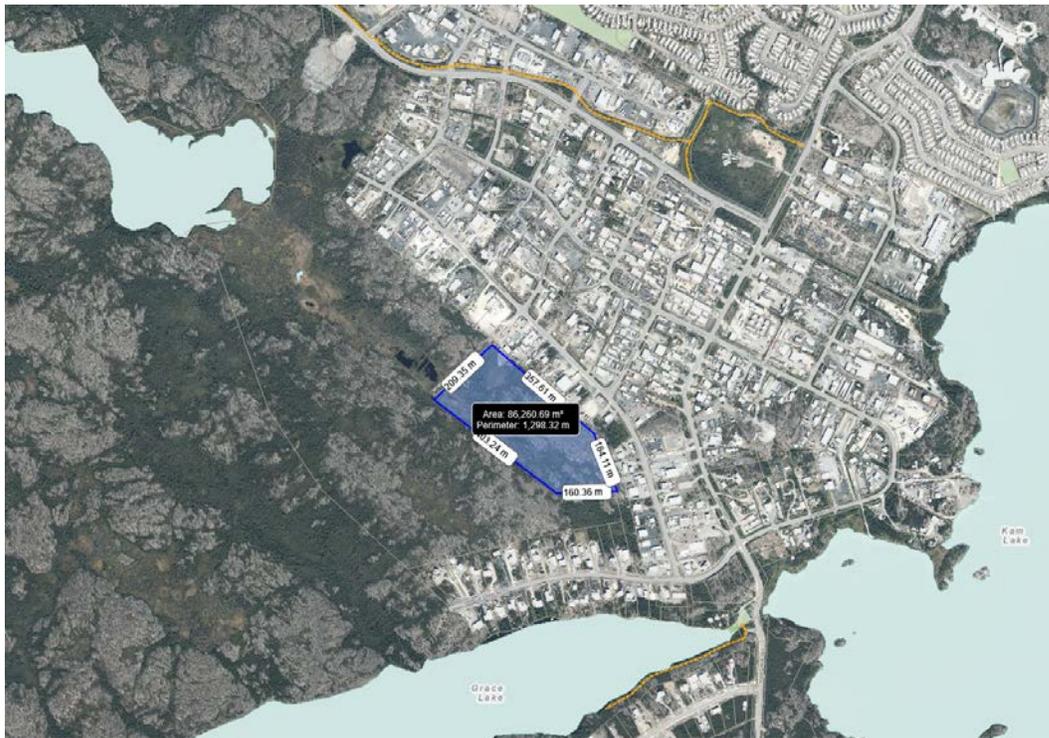


Figure 6

7. Potential Commercial Lots

As pointed out in *Figure 2* and *Figure 6* above, should there be a demand for additional commercial lots in addition to agriculture lots, these two areas would be ideal.

Figure 2 identifies an exposed rock area that would be easily accessible via Dehcho Boulevard where an access road is already available.

Figure 6 identifies an area on the south end of Enterprise Drive with access via an extension to Nahanni Drive.

Diversion of Accommodation Camps

Any new commercial/light-industrial areas should be restricted to prevent any additional accommodation camps in Kam Lake. While a need for accommodation camps may be needed by private businesses, these camps do not provide any benefit to the residents of Yellowknife. We firmly believe that should any development happen in this area, it should be focused on resident-facing development.



Bush Order Provisions Ltd.
180 Enterprise Drive, Yellowknife, NT
info@bushorder.ca

Thank you for taking the time to review our feedback regarding the initial research for the Area Development Plan for the Kam Lake Growth Area.

We look forward to our continued involvement in the process.

Sincerely,

Kyle Thomas, Co-Owner

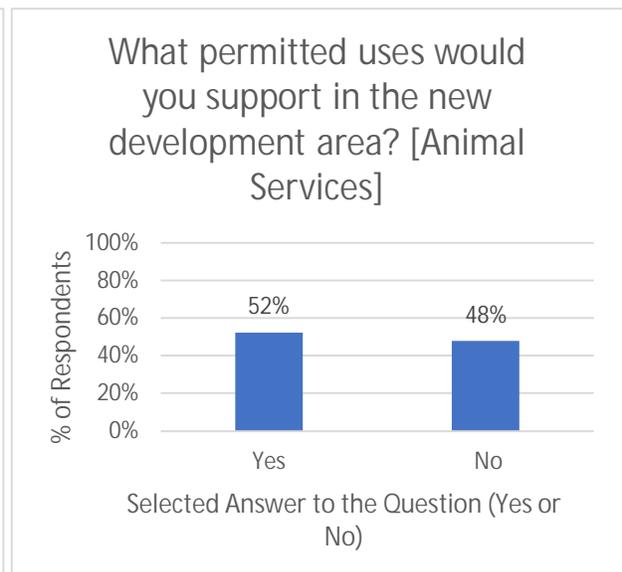
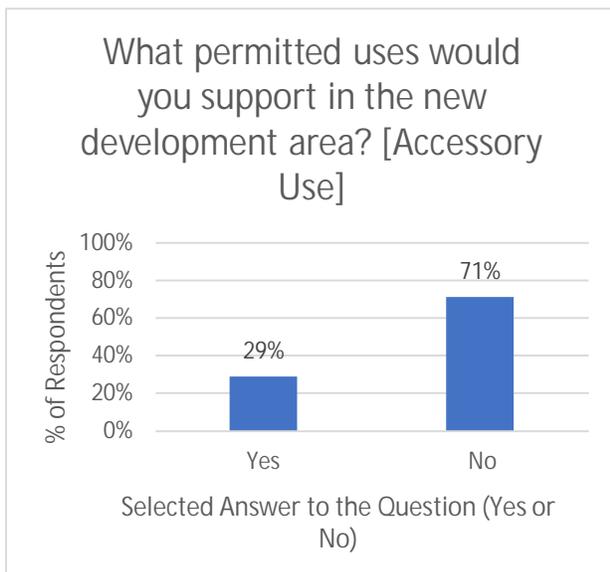
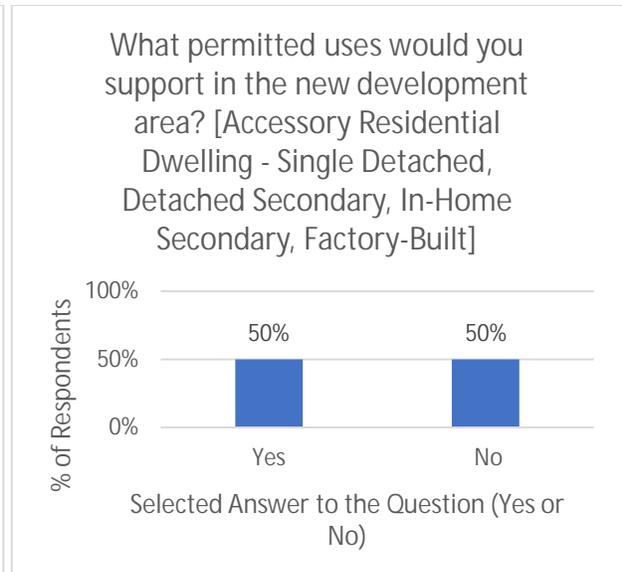
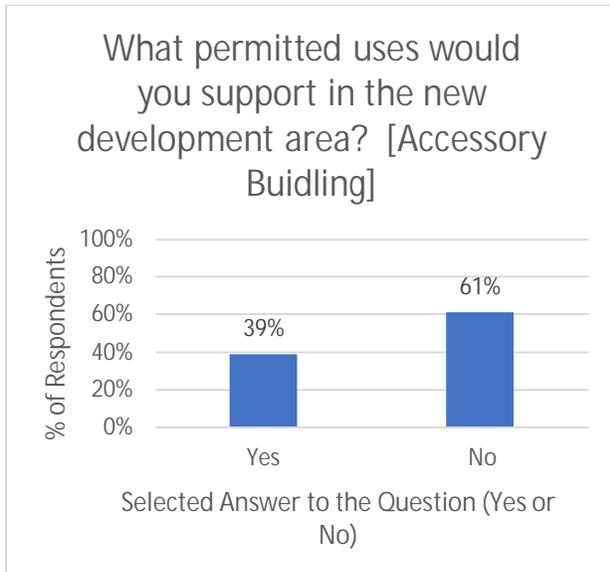
Marie Auger-Thomas, Co-Owner

Appendix D

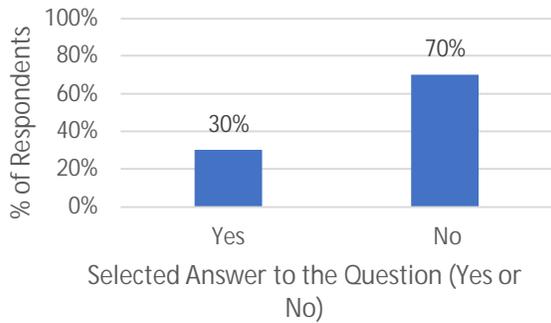
Survey Responses - Permitted Uses

Responses to survey questions about what permitted uses respondents would support in the new development area.

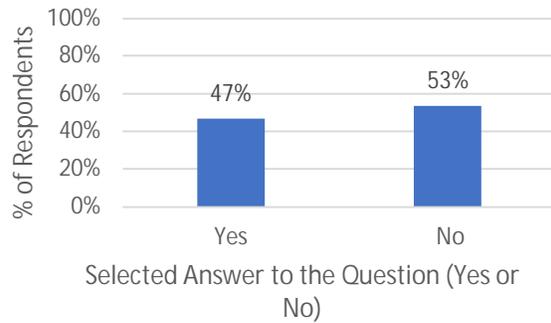
This area is designated as Kam Lake by the City of Yellowknife's Community Plan. What permitted uses would you support in the new development area? Please select all that apply. You can use the list included in the Resource Section or see Zoning By-law No. 5045 for the definition of each use (from page 4 to 30 of the By-law):



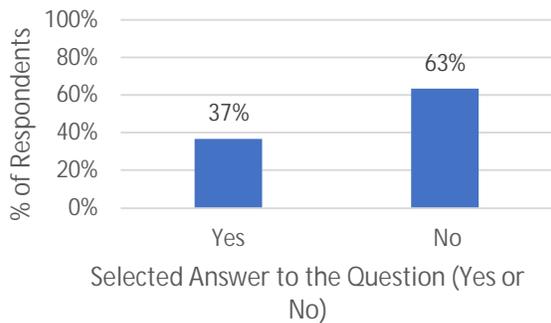
What permitted uses would you support in the new development area?
[Automobile Sales]



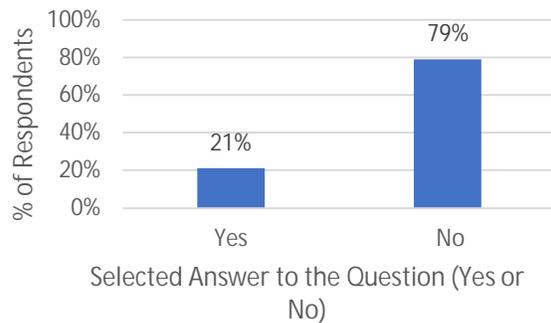
What permitted uses would you support in the new development area?
[Automobile Repair]



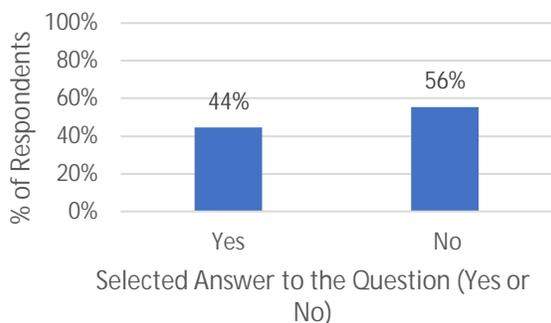
What permitted uses would you support in the new development area?
[Automobile Service Station]



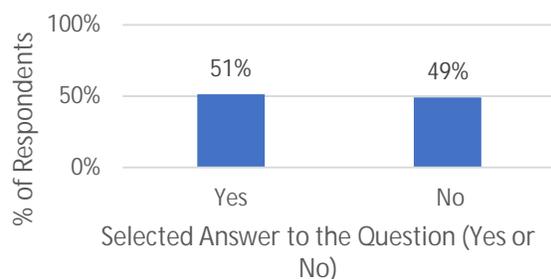
What permitted uses would you support in the new development area?
[Automobile Wrecker Facility]



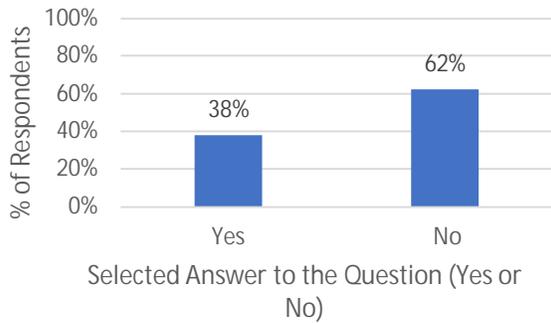
What permitted uses would you support in the new development area?
[Automobile Wash Facility]



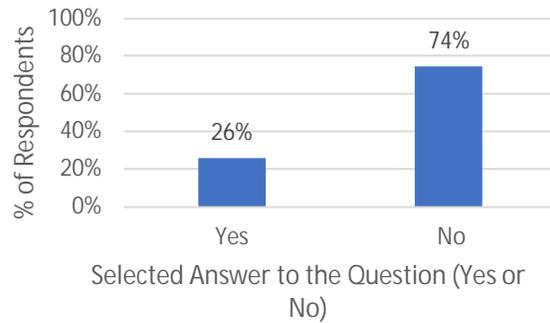
What permitted uses would you support in the new development area?
[Brewing/Distilling Establishment]



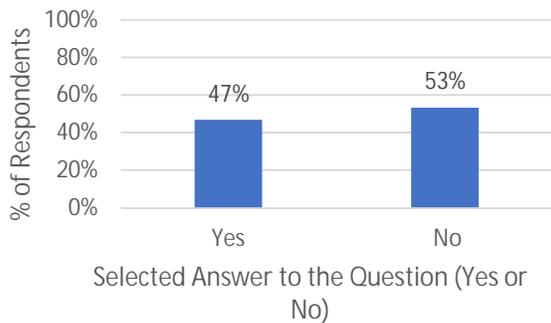
What permitted uses would you support in the new development area? [Cannabis Production and Distribution]



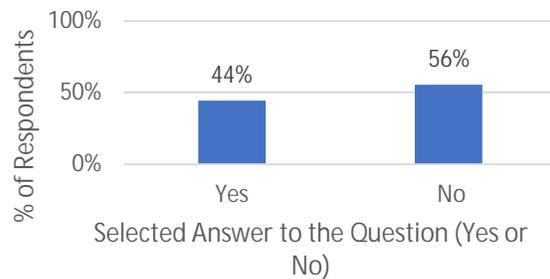
What permitted uses would you support in the new development area? [Card Lock Facility]



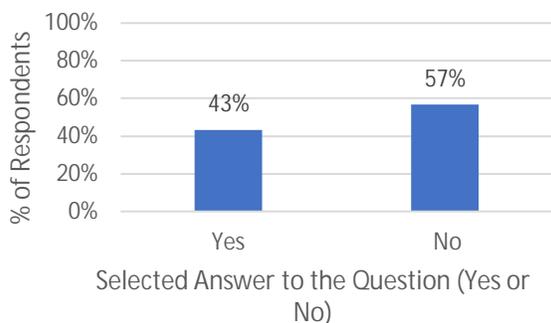
What permitted uses would you support in the new development area? [Commercial Recreation]



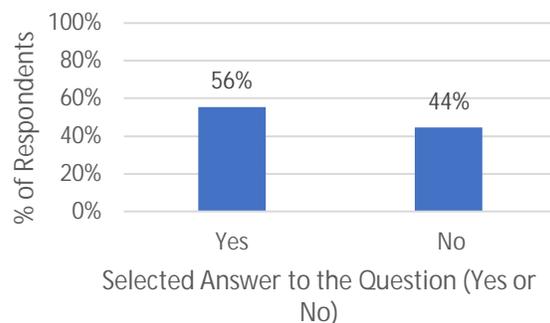
What permitted uses would you support in the new development area? [Commercial Retail Sales and Service]

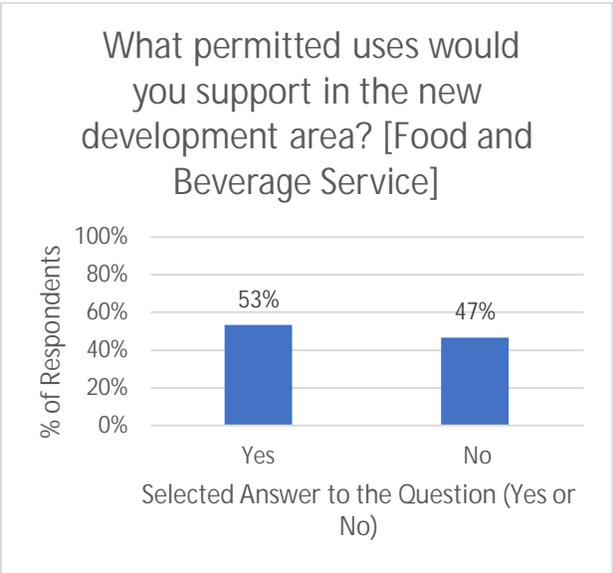
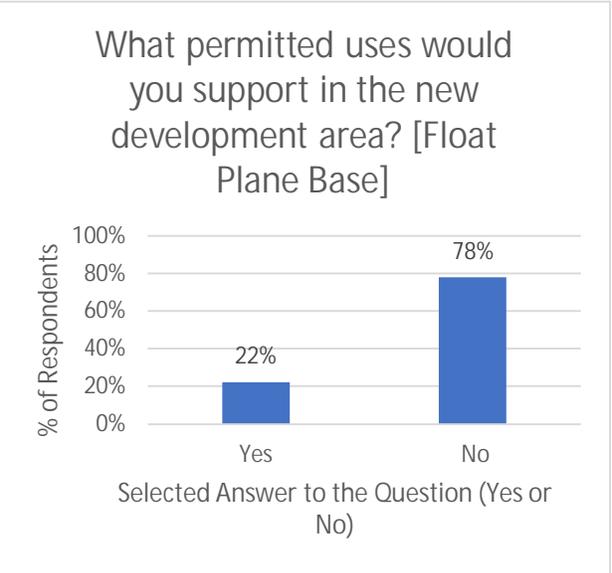
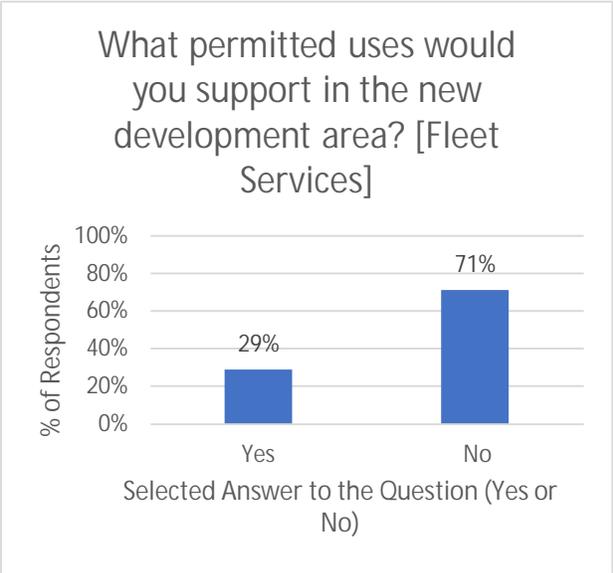
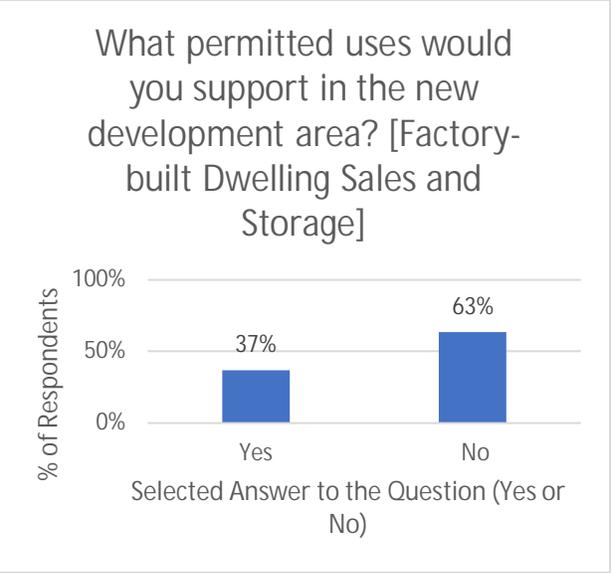
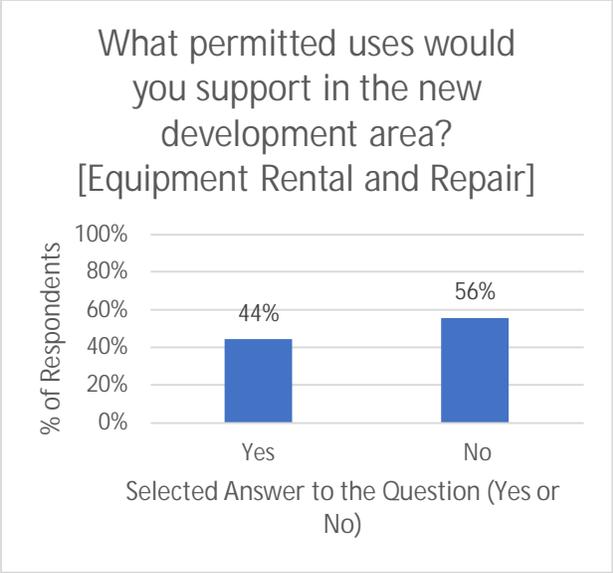


What permitted uses would you support in the new development area? [Contractor Services]

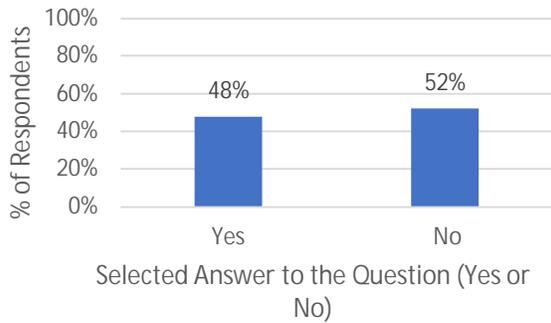


What permitted uses would you support in the new development area? [Convenience Store]

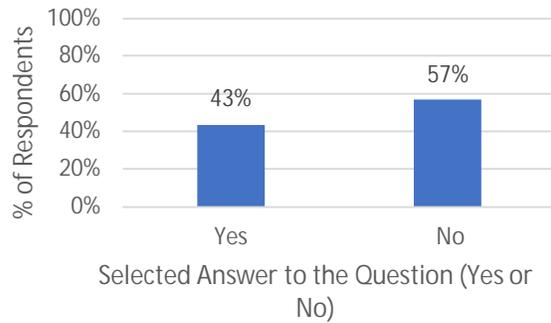




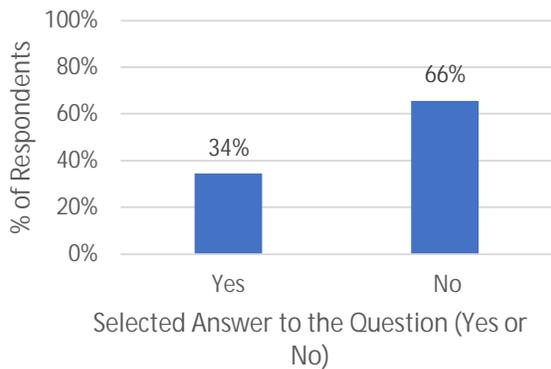
What permitted uses would you support in the new development area? [Home Based Business]



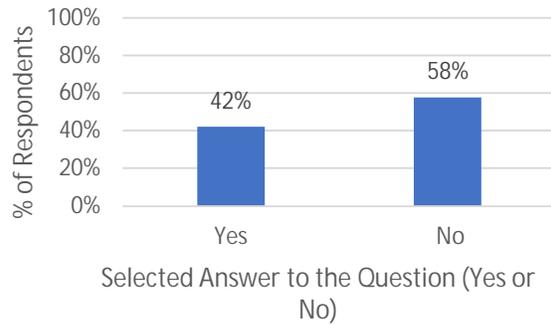
What permitted uses would you support in the new development area? [Industrial, Light]



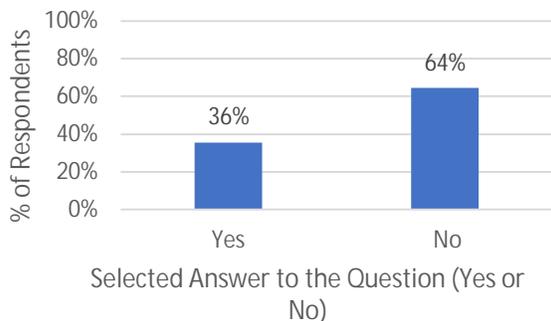
What permitted uses would you support in the new development area? [Kennels]



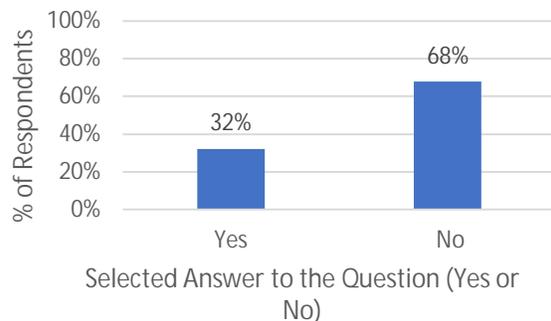
What permitted uses would you support in the new development area? [Office (accessory use)]



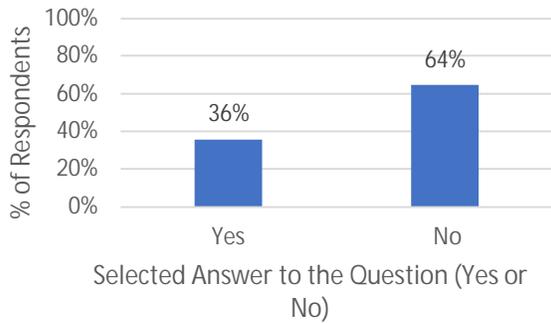
What permitted uses would you support in the new development area? [Outdoor Storage]



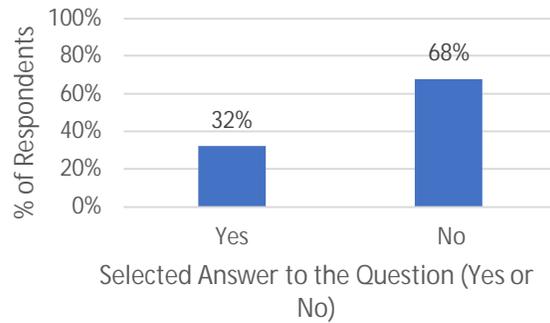
What permitted uses would you support in the new development area? [Outdoor Storage Facility]



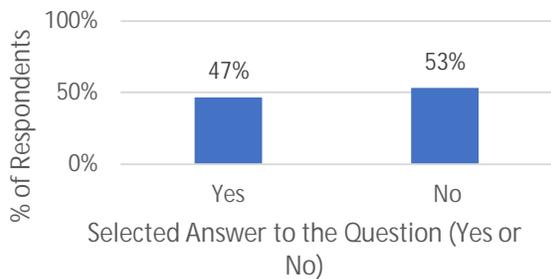
What permitted uses would you support in the new development area? [Public Utility Uses and Structures]



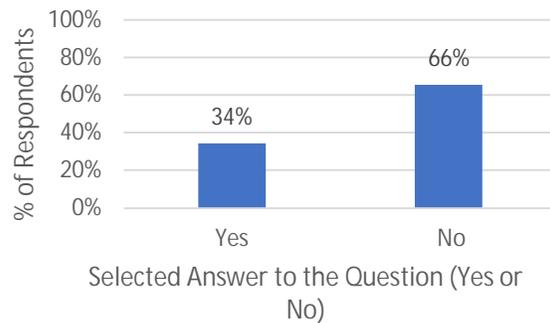
What permitted uses would you support in the new development area? [Recycling Facility]



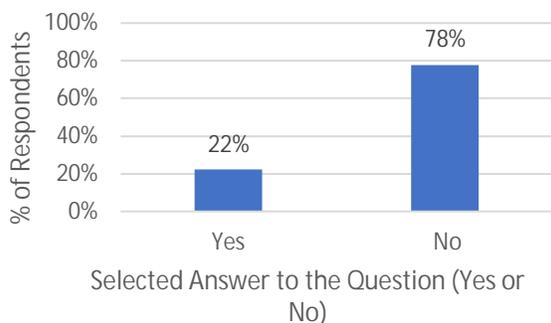
What permitted uses would you support in the new development area? [Scientific Research and Development Facility/Laboratory]



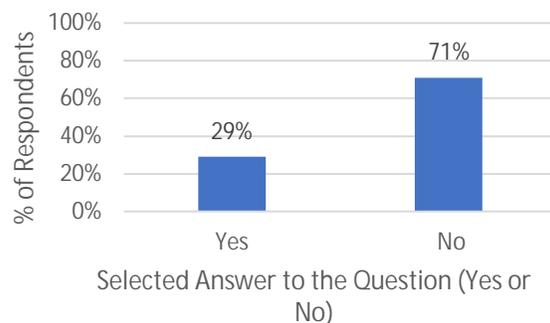
What permitted uses would you support in the new development area? [Storage Facility]



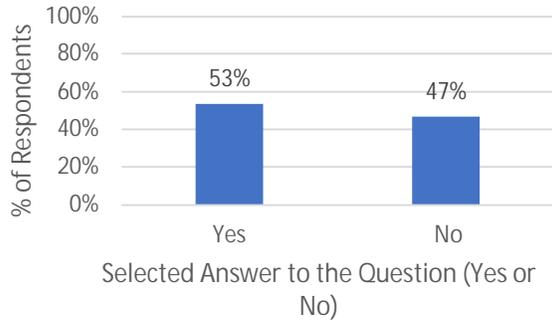
What permitted uses would you support in the new development area? [Temporary Use]



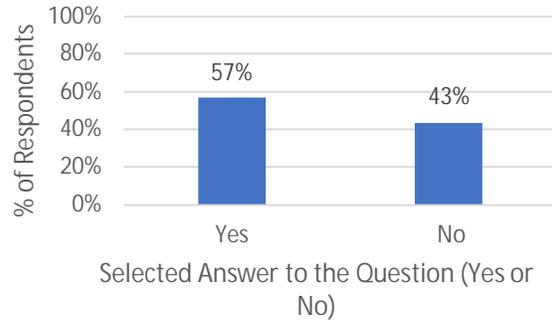
What permitted uses would you support in the new development area? [Transportation Facility]



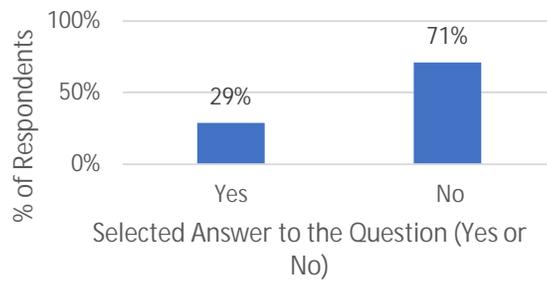
What permitted uses would you support in the new development area? [Urban Agriculture, Commercial]



What permitted uses would you support in the new development area? [Urban Agriculture, Community]

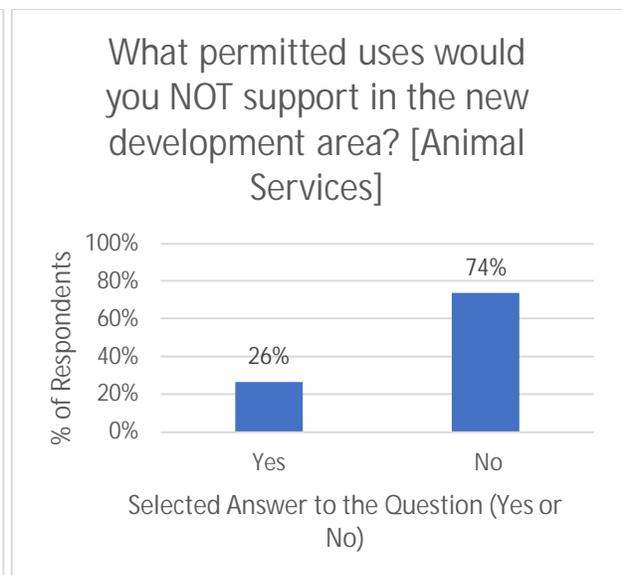
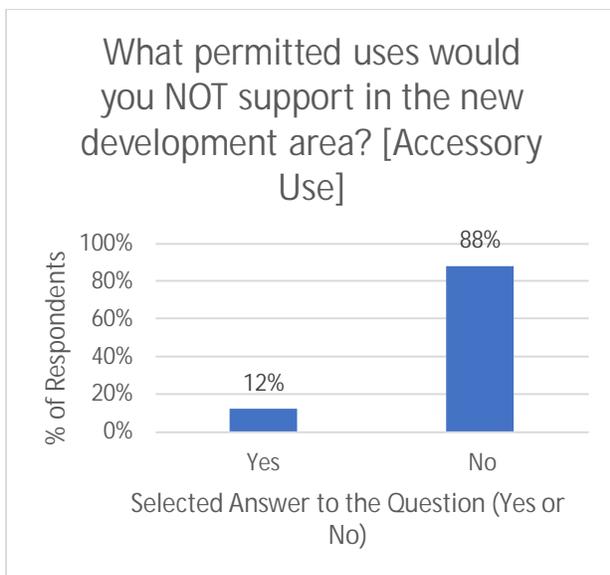
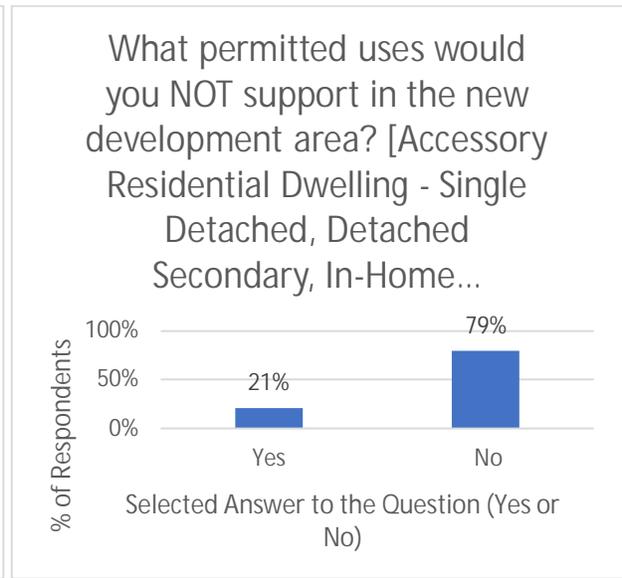
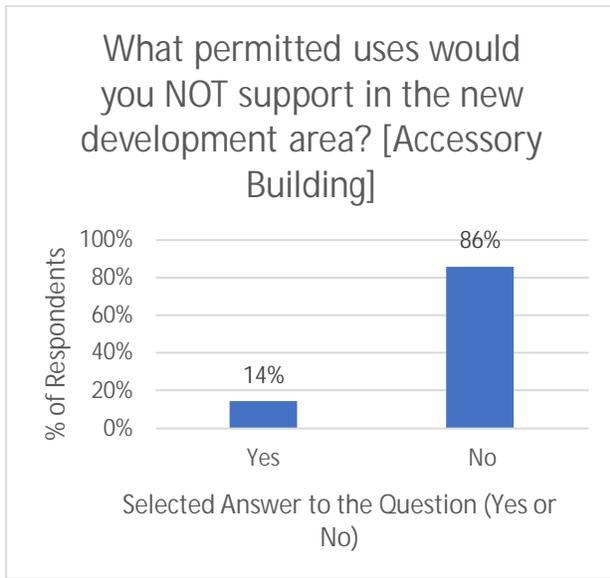


What permitted uses would you support in the new development area? [Work Camp (see Community Plan for Definition)]

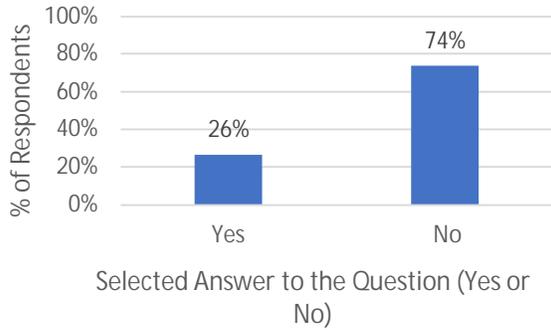


Responses to survey questions about what permitted uses respondents would not support in the new development area.

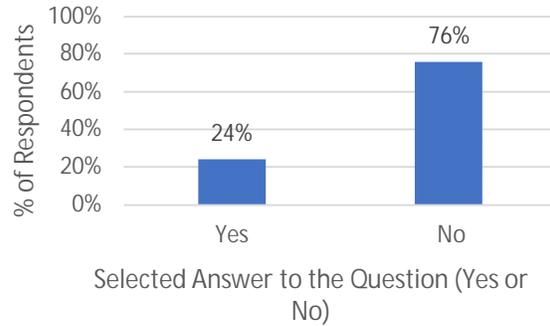
What permitted uses would you NOT support in the new development area? Please select all that apply. You can use the list included in the Resource Section or see Zoning By-law No. 5045 for the definition of each use (from page 4 to 30 of the By-law):



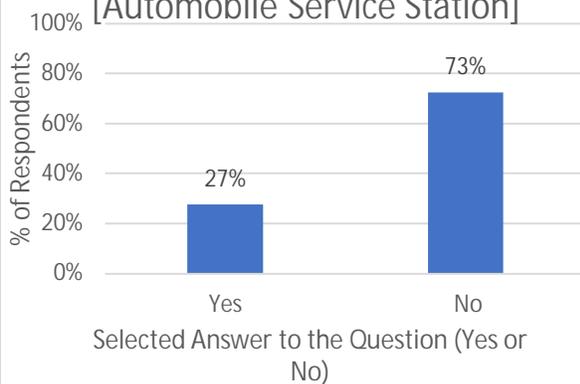
What permitted uses would you NOT support in the new development area?
[Automobile Sales]



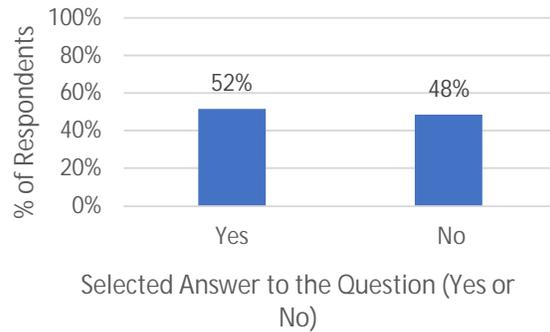
What permitted uses would you NOT support in the new development area?
[Automobile Repair]



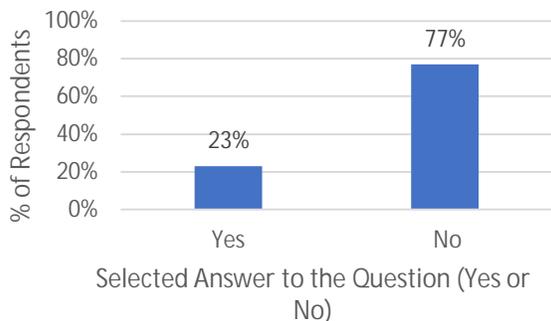
What permitted uses would you NOT support in the new development area?
[Automobile Service Station]



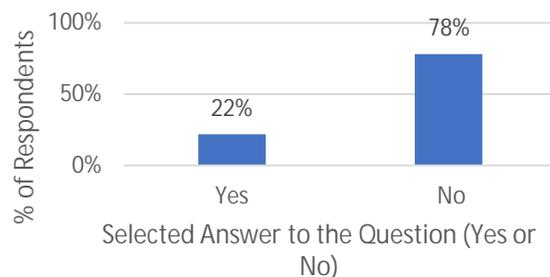
What permitted uses would you NOT support in the new development area?
[Automobile Wrecker Facility]



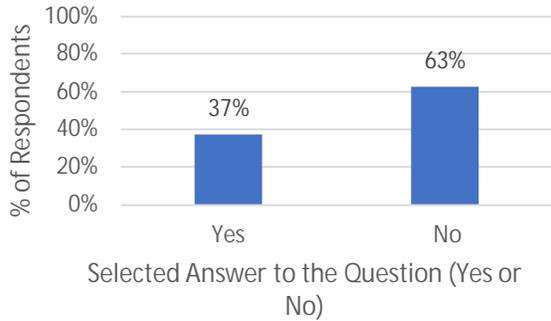
What permitted uses would you NOT support in the new development area?
[Automobile Wash Facility]



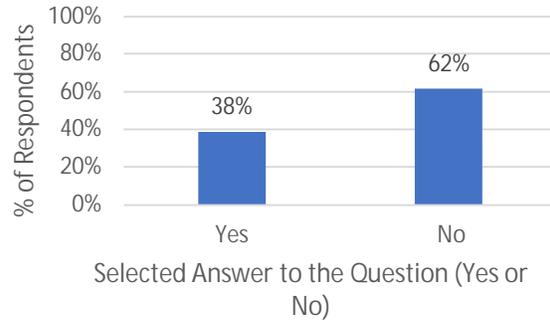
What permitted uses would you NOT support in the new development area?
[Brewing/Distilling Establishment]



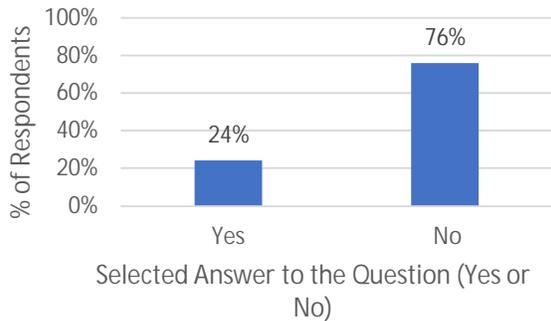
What permitted uses would you NOT support in the new development area? [Cannabis Production and Distribution]



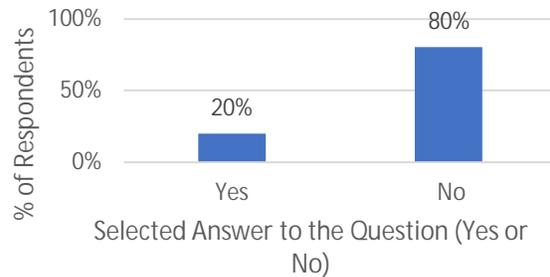
What permitted uses would you NOT support in the new development area? [Card Lock Facility]



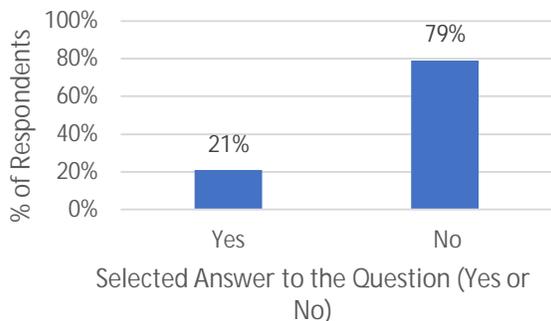
What permitted uses would you NOT support in the new development area? [Commercial Recreation]



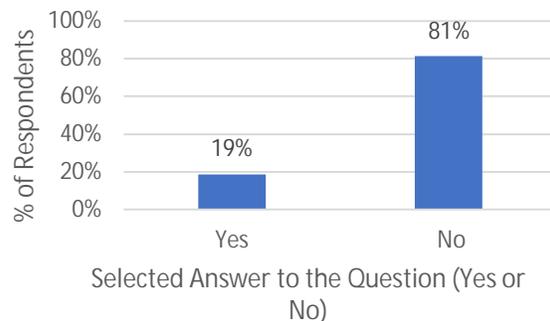
What permitted uses would you NOT support in the new development area? [Commercial Retail Sales and Service]



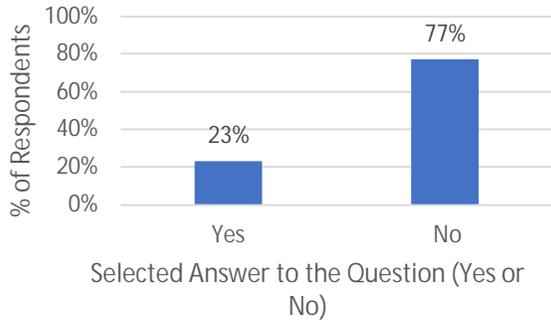
What permitted uses would you NOT support in the new development area? [Contractor Services]



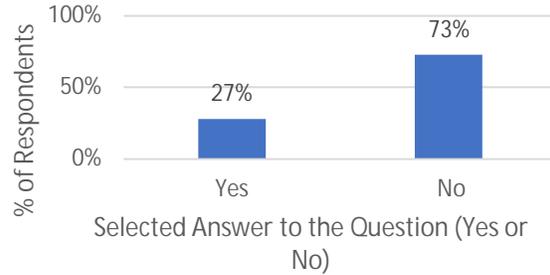
What permitted uses would you NOT support in the new development area? [Convenience Store]



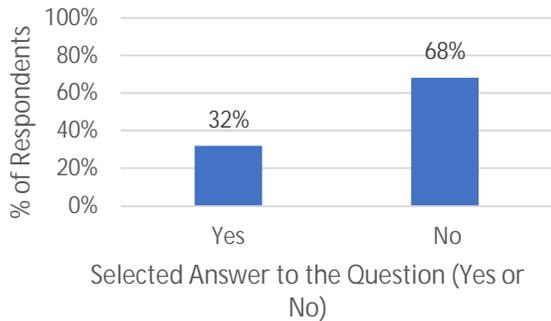
What permitted uses would you NOT support in the new development area?
[Equipment Rental and Repair]



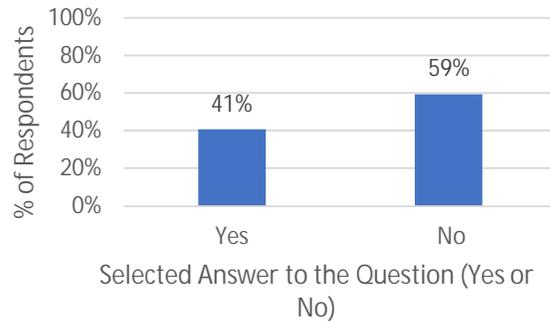
What permitted uses would you NOT support in the new development area? [Factory-built Dwelling Sales and Storage]



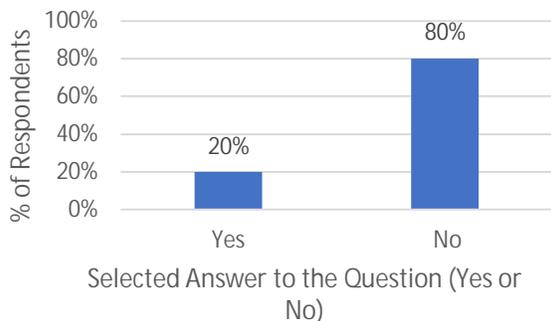
What permitted uses would you NOT support in the new development area? [Fleet Services]



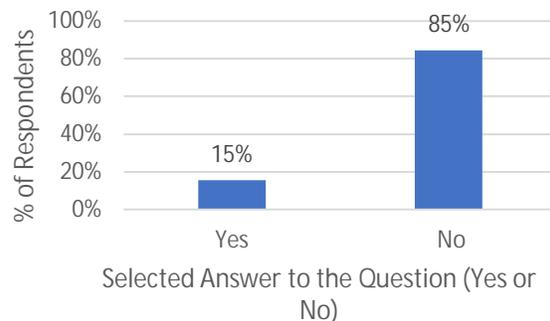
What permitted uses would you NOT support in the new development area? [Float Plane Base]



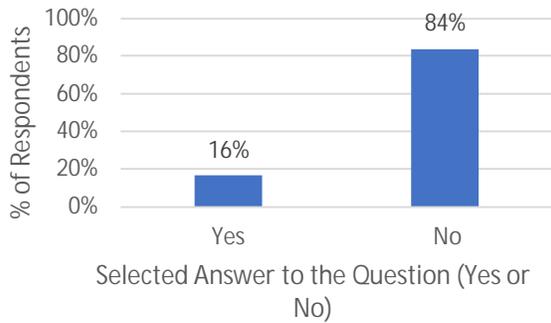
What permitted uses would you NOT support in the new development area? [Food Production Facility]



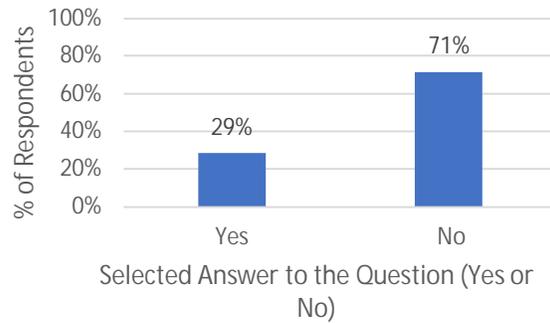
What permitted uses would you NOT support in the new development area? [Food and Beverage Service]



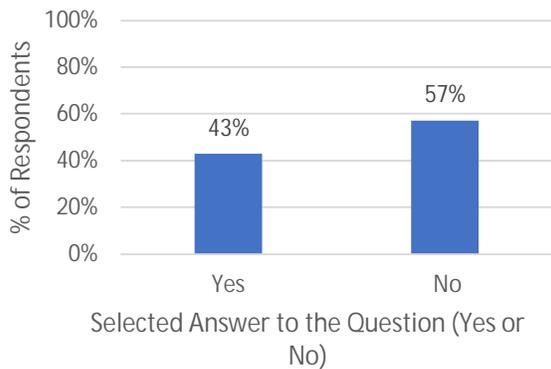
What permitted uses would you NOT support in the new development area? [Home Based Business]



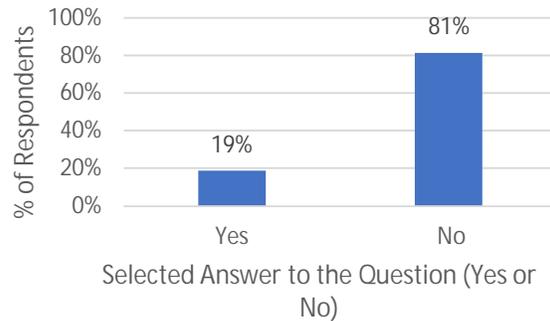
What permitted uses would you NOT support in the new development area? [Industrial, Light]



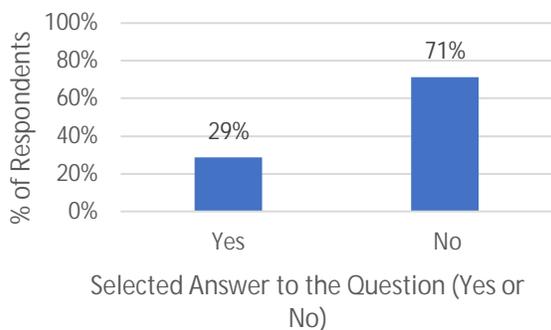
What permitted uses would you NOT support in the new development area? [Kennels]



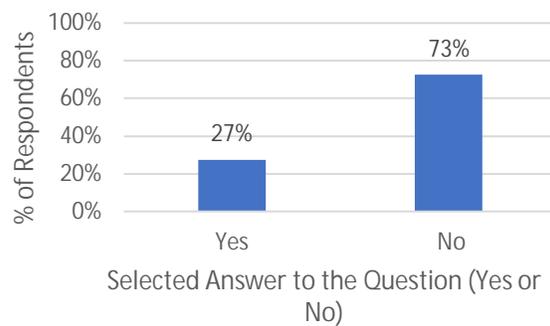
What permitted uses would you NOT support in the new development area? [Office (accessory use)]



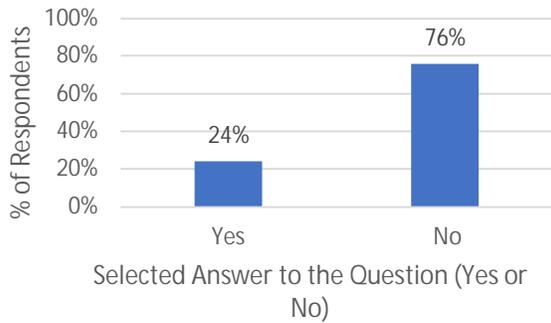
What permitted uses would you NOT support in the new development area? [Outdoor Storage]



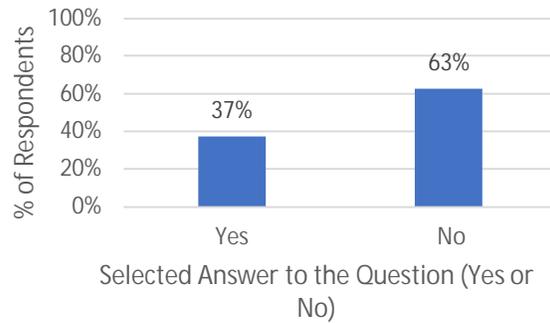
What permitted uses would you NOT support in the new development area? [Outdoor Storage Facility]



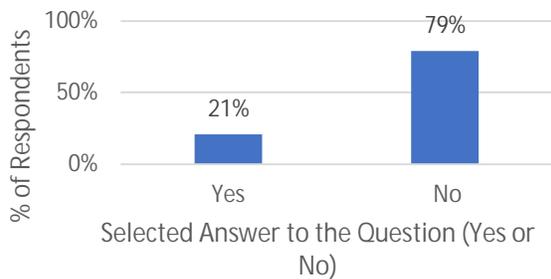
What permitted uses would you NOT support in the new development area? [Public Utility Uses and Structures]



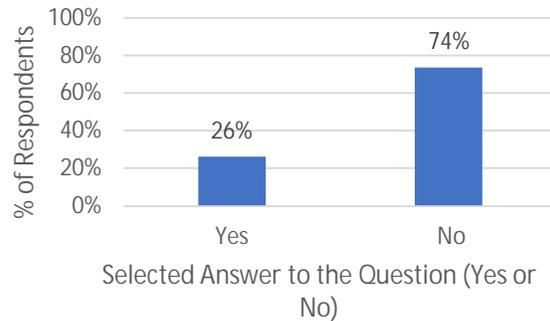
What permitted uses would you NOT support in the new development area? [Recycling Facility]



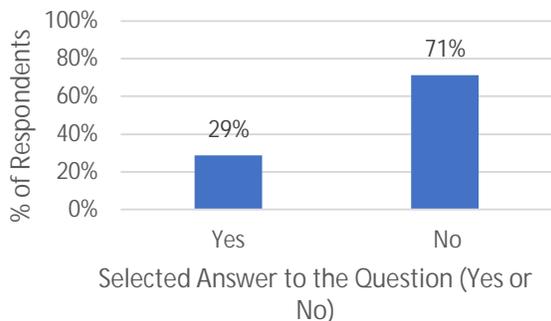
What permitted uses would you NOT support in the new development area? [Scientific Research and Development Facility/Laboratory]



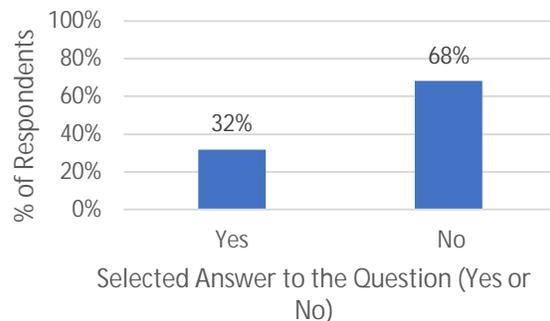
What permitted uses would you NOT support in the new development area? [Storage Facility]



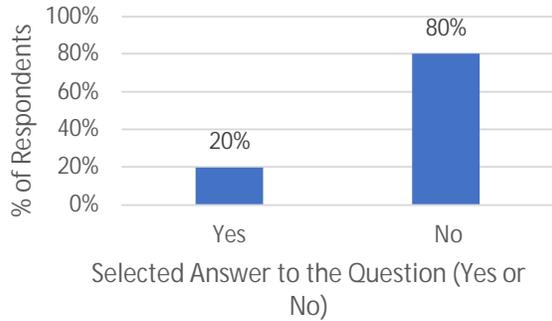
What permitted uses would you NOT support in the new development area? [Temporary Use]



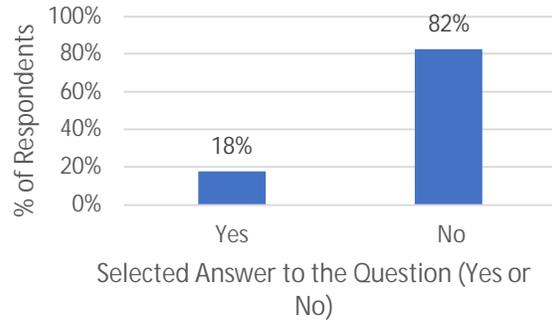
What permitted uses would you NOT support in the new development area? [Transportation Facility]



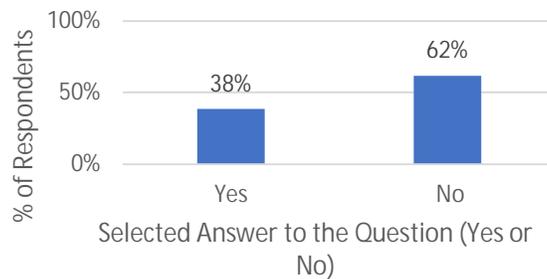
What permitted uses would you NOT support in the new development area? [Urban Agriculture, Commercial]



What permitted uses would you NOT support in the new development area? [Urban Agriculture, Community]



What permitted uses would you NOT support in the new development area? [Work Camp (see Community Plan for Definition)]



Appendix E

***Letter submitted by Commenter 5 - See
Table B1 in Appendix B***

The Yellowknife Community Plan establishes the general goal of reducing land use conflicts by limiting and mitigating incompatible land uses and incorporates the concept of buffers or setbacks as a means of achieving this goal.

When the Grace Lake North sub-division was developed and marketed by the City in 2013, the lots were described as being larger-than-normal providing an opportunity to build homes in a quiet, natural setting with active recreational activities available in the area north of the sub-division. This was the vision for the area expressed by the City and one we believe represents a good faith agreement with residents that still exists today.

It is not disputed that commercial/light industrial land must be made available where the need exists. Relying on a five-year old needs assessment is not however, satisfactory demonstration of a continuing need, especially given the impacts COVID has had on Yellowknife's business community along with the planned closure of the Diavik mine. **The City of Yellowknife should undertake a new land-use needs assessment, particularly as it applies to commercial and light industrial lands, prior to proceeding with the development of a Kam Lake Area Development Plan.**

During the June 6, 2024 Focus Group meeting, City planners acknowledged that bias has inadvertently been built into the Kam Lake Place Speak survey. Specifically, question #4 asks participants to identify what permitted uses they would support within the designated Kam Lake area: Lot 32, Block 568. Permitted uses that are not already listed through the Community Plan for Kam Lake, such as green space, trails (walking, biking, snowmobiling) and wildfire breaks are not listed as options although the area is currently designated as Growth Development, a designation that permit such uses as public parks. As a result, significant bias is introduced into the survey as it presumes the final commercial/light industrial zoning. **The current survey should be withdrawn, the collected responses not considered and the survey re-launched without any apparent bias. Alternatively, the consultation report that is presented to Council should explicitly acknowledge the presence of bias in the survey design.**

If the City demonstrates through a new needs assessment that demand exists for additional commercial and light industrial designated lands, then **vacant and undeveloped land in the existing Engle Business District should be re-zoned to allow commercial and light industrial use.** Only after land within the Engle Business District is fully subscribed should Lot 32, Block 568 be considered for development.

Once the Engle Business District has been fully subscribed, Lot 32, Block 568 development should proceed using a phased approach starting from the northern-most area adjacent to Deh Cho Boulevard. Primary access would be from Deh Cho Boulevard and an extension to Enterprise Drive.

The current Area Development Planning process should continue. Any eventual Plan should incorporate:

1. **A significant and effective buffer or green space between the Grace Lake residential zone and any commercial or light industrial development.** The buffer should contain the area immediately north of the Grace Lake residential zone extending northwest to a

line drawn parallel to the 'unauthorized access road' from Enterprise Drive to the southeast boundary of Lot 32, Block 568. Refer to the attached map.

2. **The Area Development Plan should incorporate the existing wildfire breaks constructed during the summer of 2023 as a permitted use.** The Community Plan and Zoning By-law should be amended to enable the designation of this permitted use, if necessary.
3. **The wildfire break should not be included as part of the designated buffer located north of the Grace Lake residential zone** as the break would be a designated use.
4. **Surface drainage from any permitted commercial or light industrial development must be controlled and directed** so that it does not enter into Grace Lake.

The following Community Plan amendments should also be considered as part of the current planning process:

1. **The listing of 'Discretionary Uses' for the Kam Lake area should be revised to remove 'Automobile wrecker, Heavy Industry and Transportation Facility'.** These uses are clearly not commercial or light industrial in nature and should never be considered a discretionary use suitable for Kam Lake.
2. **The 'Permitted Use' described as Commercial Agriculture should be revised to explicitly exclude intensive small livestock operations** (i.e. pigs, poultry) for the purpose of limiting harmful drainage and controlling offensive odours.



June 11, 2024



CITY OF YELLOWKNIFE
 COMMUNITY PLAN
 LAND USE DESIGNATION
 KAM LAKE
 MAP 11



- Municipal Boundary
- Highway
- Road
- Parcel Fabric
- Lake
- Kam Lake



MAP DRAWING INFORMATION:
 DATA PROVIDED BY CITY OF YELLOWKNIFE
 MAP CREATED BY: LK
 MAP CHECKED BY: MK
 MAP PROJECTION: NAD 1983 UTM Zone 11N

SCALE 1:5,070
 0 90 180 360 m
 PROJECT: 18-7267 STATUS: DRAFT DATE: 12/6/2019

Appendix F

***Tank Farm and FOL Proximity Document
Submitted by Commenter 4 - See Table B1
in Appendix B***

TRYING TO UNDERSTAND WHY LIGHT INDUSTRIAL WITH CARE-TAKERS RESIDENCE ARE NOT ALLOWED IN ENGLE?

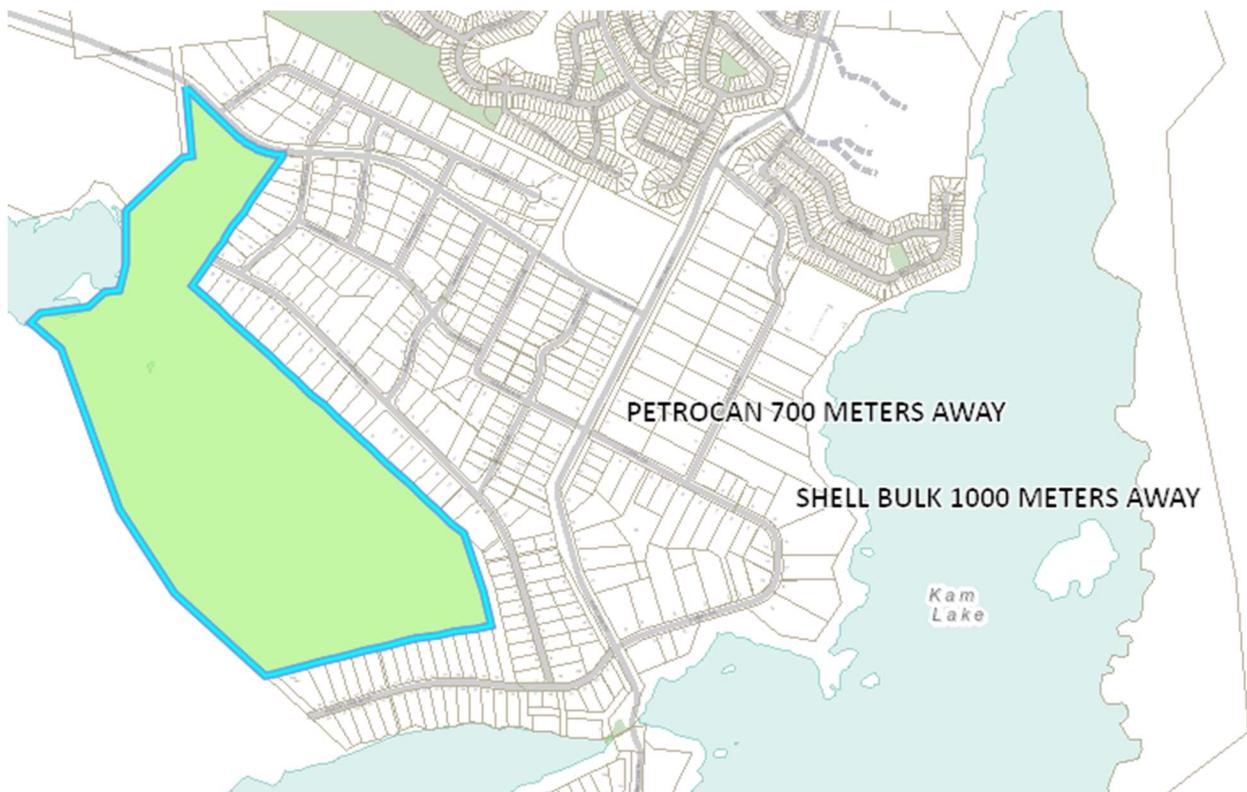
HUNDREDS OF PEOPLE ON AND NEAR KAM LAKE ROAD AND CURRY DRIVE LIVE IN MUCH CLOSER PROXIMITY TO BULK FUEL STORAGE TANKS THAN POTENTIAL LANDS IN ENGLE DO!

CURRY DRIVE AND KAM LAKE ROAD BULK STATIONS ARE SMALLER BUT ALSO STORE GASOLINE AND DO NOT HAVE FIRE SUPPRESSION. THESE FACILITIES ARE OLD.

THE ENGLE BULK FUEL STORAGE FACILITY DOES NOT CONTAIN GASOLINE AND DOES HAVE FIRE SUPPRESSION ON EVERY TANK.

IF THE FOL SITE IS A “BLAST ZONE”, PARKER PARK AND FINLAYSON ARE CLOSER TO IT THAN OPTIONAL LAND IN ENGLE SOUTH.

DISTANCE TO TANK FARM FACILITIES - PROPOSED KAM LAKE EXPANSION



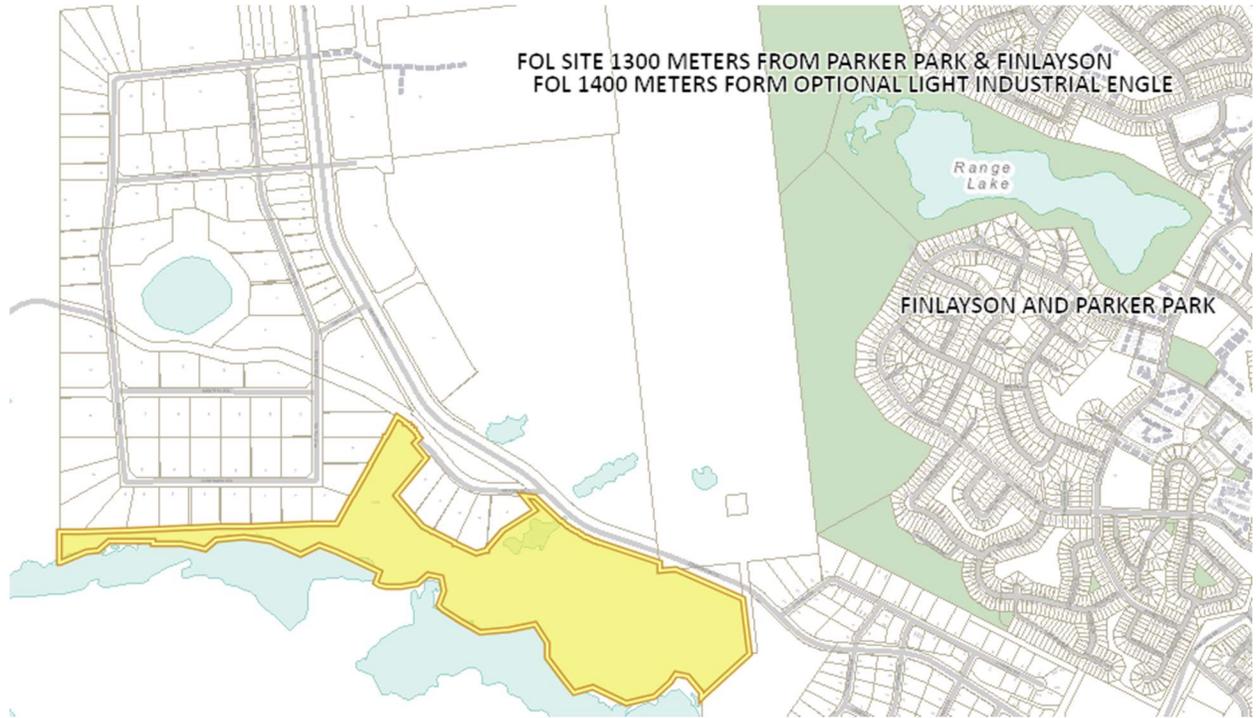
DISTANCE TO TANK FARM FACILITIES - OPTIONAL ENGLE PROPERTIES



RTL TANK FARM 1300 METER AWAY



FOL "BLAST ZONE?" DISTANCES – OPTIONAL ENGLE VS PARKER PARK



Appendix G

***Other Lands Document Submitted by
Commenter 4 - See Table B1 in Appendix B***

Help Videos

☆ Property: (Lot: 7, Block: 569) ✕

Roll Number : 0569000700

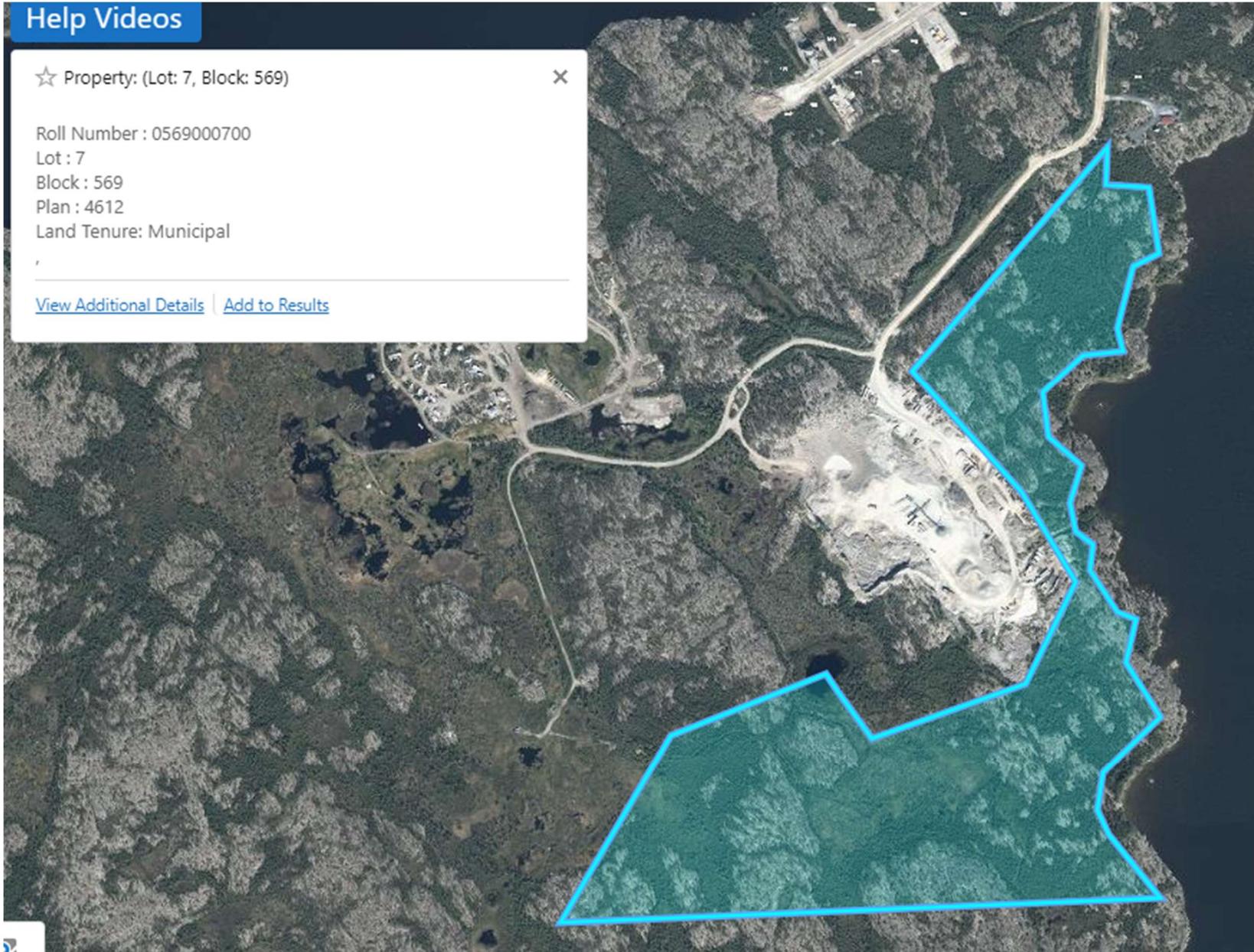
Lot : 7

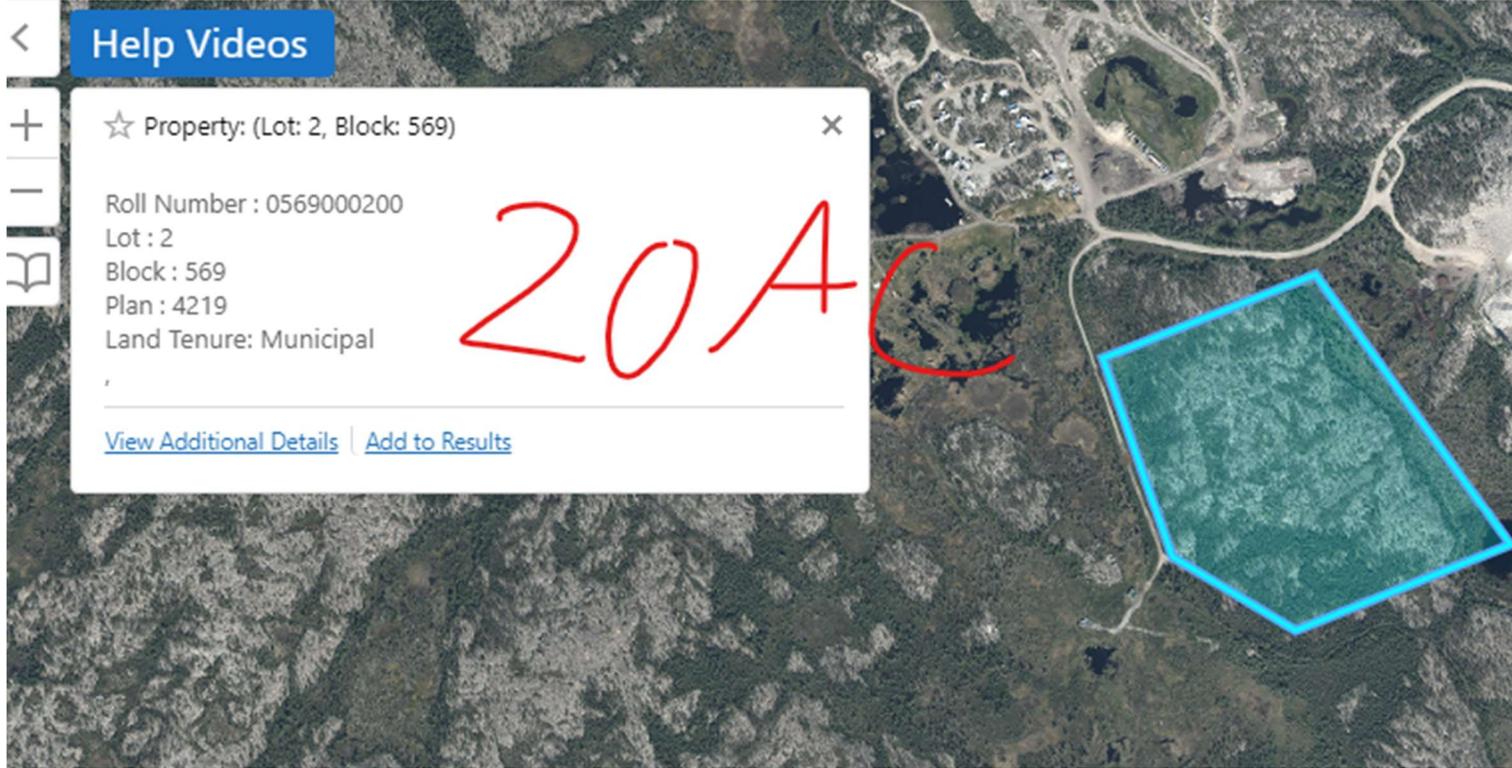
Block : 569

Plan : 4612

Land Tenure: Municipal

[View Additional Details](#) | [Add to Results](#)





Help Videos

☆ Property: (Lot: 2, Block: 569) x

Roll Number : 0569000200

Lot : 2

Block : 569

Plan : 4219

Land Tenure: Municipal

[View Additional Details](#) | [Add to Results](#)

Help Videos

☆ Property: (Lot: 2, Block: 908)

Roll Number : 0908000200

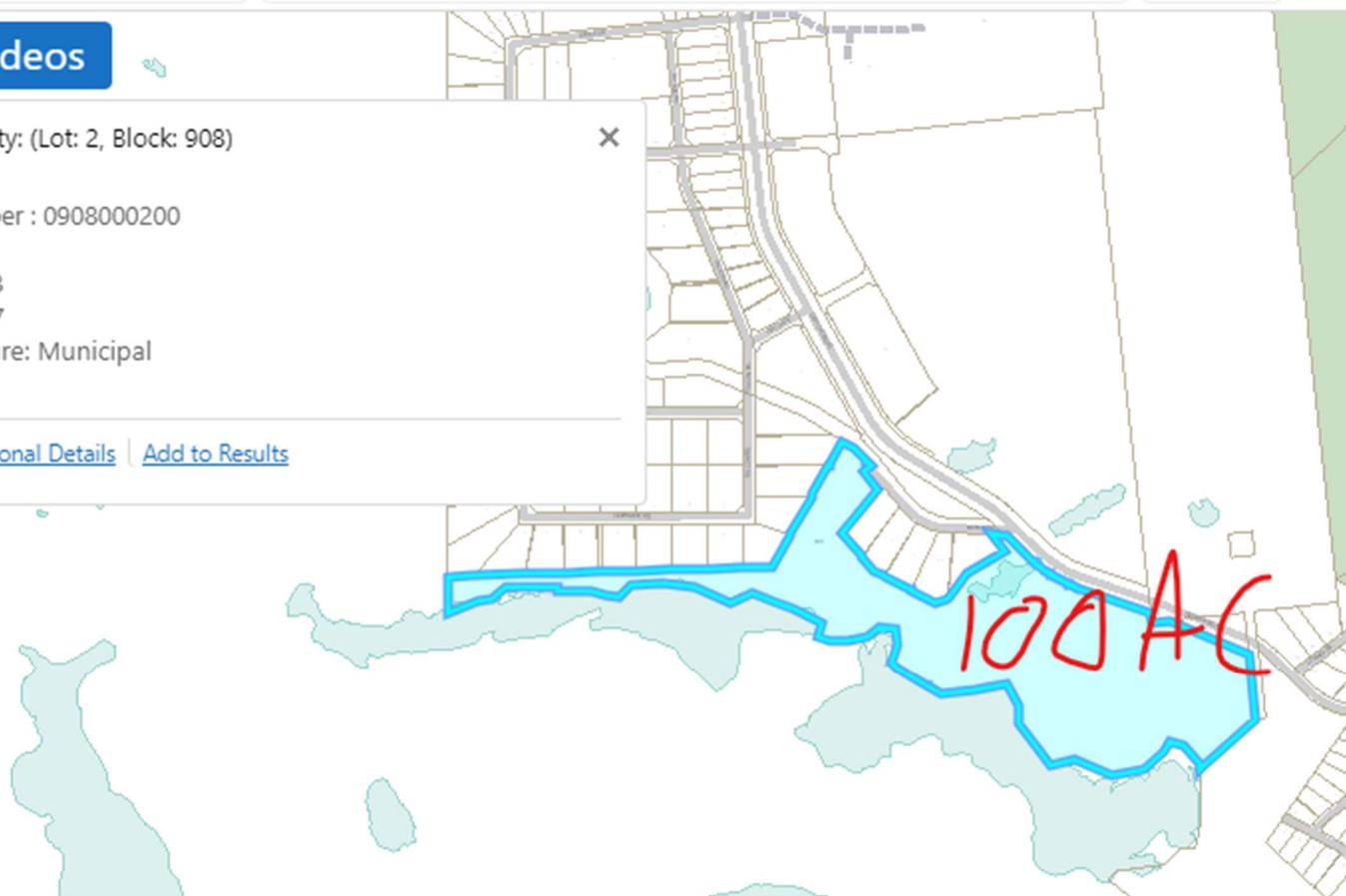
Lot : 2

Block : 908

Plan : 4727

Land Tenure: Municipal

[View Additional Details](#) | [Add to Results](#)



Help Videos

☆ Property: (Lot: 6, Block: 164) ✕

Roll Number : 0164000600

Lot : 6

Block : 164

Plan : 4824

Land Tenure: Municipal

[View Additional Details](#) | [Add to Results](#)

28 AC
WITH W & S



Help Videos

☆ Property: (Lot: 1, Block: 315) ✕

Roll Number : 0315000100

Lot : 1

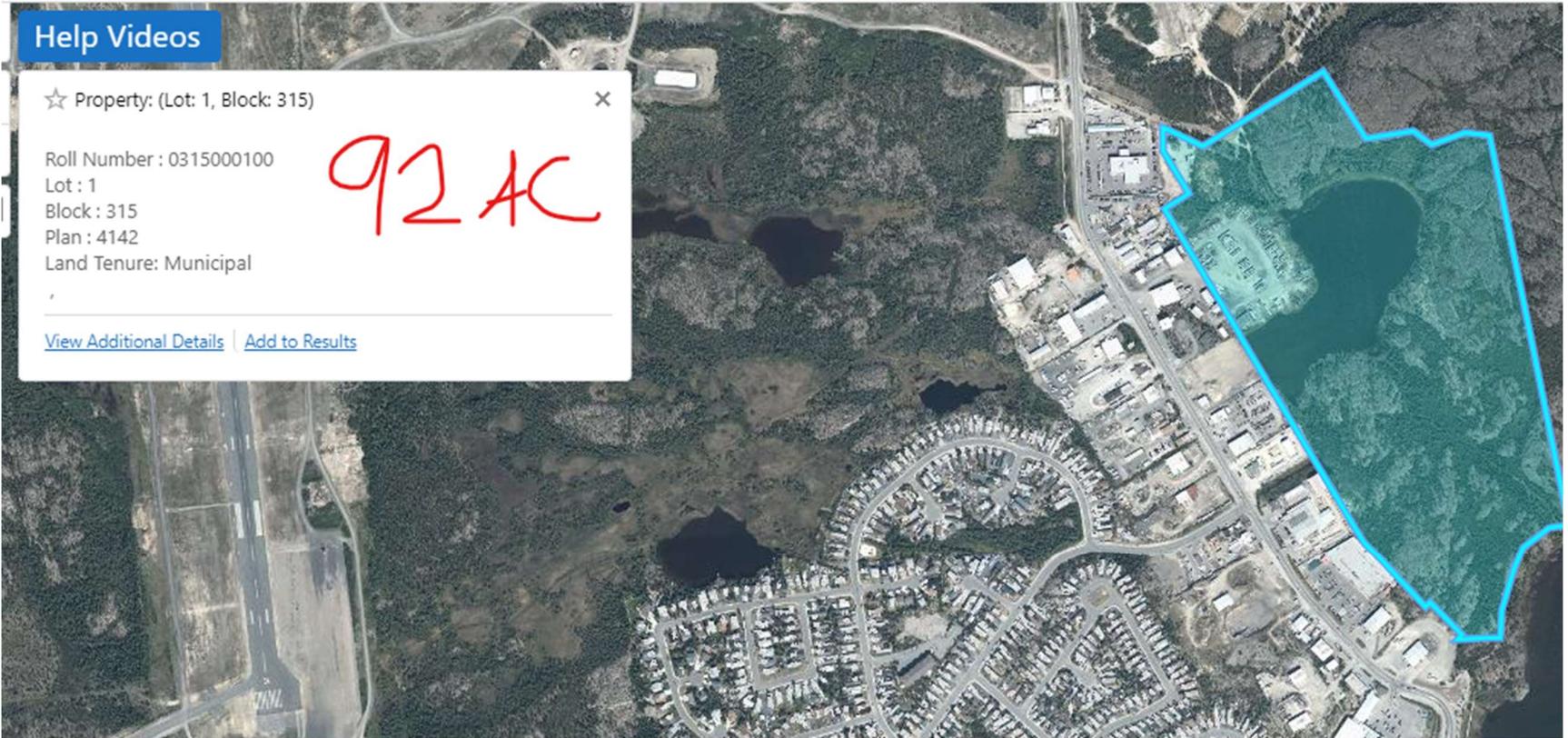
Block : 315

Plan : 4142

Land Tenure: Municipal

92 AC

[View Additional Details](#) | [Add to Results](#)



Appendix H

***21 - 036 - RFP Document Submitted by
Commenter 4 - See Table B1 in Appendix B***



CITY OF YELLOWKNIFE

REQUEST FOR PROPOSALS

Competition #: 21-036 – Kam Lake Industrial Expansion – Engineering Services

Published Date: April 30, 2021

Procurement Representative: Clem Hand – Manager, Corporate Services & Risk Management
chand@yellowknife.ca

The City of Yellowknife is accepting **ELECTRONIC BID SUBMISSIONS ONLY**, which must be received prior to the submission deadline of 3:00:00 pm local time on May 21, 2021.

The City will not accept submissions via fax, email or hard copy.

Communication Note:

It is recommended that Bidders add noreply@bidsandtenders.ca and dailybids@bidsandtenders.ca to their “safe senders” list, and monitor their Spam/Junk filters to ensure that they do not miss automatically generated messages sent out by the Bidding System that relate to this bid opportunity.

Submissions must be received by the deadline outlined above, electronically, through the Bidding System. The closing time and date shall be determined by the Bidding System’s web clock. Late submissions are not permitted by the Bidding System.

Proponents are cautioned that the timing of the submission is based on when the proposal is **received** by the Bidding System, **not** when a proposal is submitted by a proponent. As the proposal transmission can be delayed due to file transfer size, transmission speed, etc., it is recommended that proponents allow sufficient time to upload their submission and attachment(s) (if applicable) and to resolve any issues that may arise.

This tender consists of the following sections:

- Part 1 – Instructions to Bidders
- Part 2 – Terms of Reference
- Part 3 – Architectural & Engineering Contract Terms & Conditions

Instructions to Bidders

The City of Yellowknife has moved to a fully integrated online eProcurement Tool (bids&tenders™) which allows vendors to view, register and submit bids entirely online in one quick, easy and convenient location. Bid submissions will be received online only, through the bidding system.

There are no fees or charges for accessing or downloading City of Yellowknife opportunities on bids&tenders™

In order to bid on City of Yellowknife competitions, all bidders must provide a copy of a current and valid City of Yellowknife Business License. A copy of an application form does not satisfy this mandatory requirement.

Requirements:

1. All proponents shall have a bidding system vendor account and be registered as a plan taker for this bid opportunity. Registering as a plan taker will enable the proponent to download the bid document (without the watermark “Preview” on them), to receive Addenda/Addendum email notifications, to download Addenda and to submit their bid electronically through the Bidding System.
 - a. Proponents interested in this opportunity are invited to create a free bidding system vendor account at <https://yellowknife.bidsandtender.ca> and click on the “Create Account” button. To register as a plan taker, click on the “Register for this Bid” button.
 - b. The opportunity can, however, be previewed with a watermark on it (only PDF’s) without creating an account.
 - c. The link below provides a guide on how to create a vendor account:
<https://www.youtube.com/watch?v=l-yARhc47zA>
 - d. **Please note that any Bid(s) received from a proponent that is not registered as a plan taker for this competition will be disqualified.**
2. All Questions related to this bid are to be submitted to the City’s representative through the bidding system **only** by clicking on the “Submit a Question” button for this bid opportunity.
 - a. Questions regarding this opportunity must not be submitted to the City via any other method.
 - b. Answers to the questions received will be provided either directly to the proponent or via an addendum to all proponents, through the Bids & Tenders System. Information obtained from any source other than the City through the Bids & Tenders system is unofficial and must not be relied upon as part of this competition.
 - c. Questions received after the ‘Deadline for Questions’ will be addressed if time permits.

Instructions to Bidders

3. After a bid is submitted, the bidding system will send a confirmation email to the proponent advising that their bid was submitted successfully. If you do not receive a confirmation email, contact bids&tenders support at support@bidsandtenders.ca. Late bids will not be accepted.
4. After a bid is submitted, the bidding system will send a confirmation email to the proponent advising that their bid was submitted successfully. If you do not receive a confirmation email, contact bids&tenders support at support@bidsandtenders.ca. Late bids will not be accepted.
5. Proponents must complete the online forms and upload required documentation (if any), in PDF format. If a proponent needs to upload more than one (1) document per category, the documents should be combined into a single PDF file.
6. Addenda
 - a. Addendum/Addenda, if required, issued by the procurement representative shall form part of the bid document. Bidders shall acknowledge receipt of any addenda when submitting their bid through the bidding system. Bidders shall check a box for each addendum/addenda and any applicable attachments that have been issued before a bidder can complete their bid submission online.
 - b. All addenda will be issued through the bidding system. The City will attempt to issue any/all addenda a minimum of (7) days prior to the submission deadline.
 - c. In the event an addendum is issued within the seven (7) days prior to the closing time and date, it may include an extension of the closing time and date.
 - d. Bidders are encouraged to submit their bids during the final seven (7) days of the competition, as most/all addenda will have been issued prior to the final week. If a bidder submits their bid prior to this or at any time prior to the bid closing and an addendum/addenda is issued by the City, the bidding system shall **WITHDRAW** their bid submission and change their bid submission to an **INCOMPLETE STATUS (Not accepted by the City)** and the withdrawn bid can be viewed by the bidder in the **"MY BIDS"** section of the bidding system. The bidder is solely responsible to:
 - Make any required adjustments to their bid; and
 - Acknowledge the addendum/addenda; and
 - Ensure the re-submitted bid is **RECEIVED** by the bidding system no later than the bid submission dead line.
7. Documents shall be in PDF format only (also no zip files). In addition, do not upload video or audio files. You may state a web address link in your submission or upload a document stating the web link for the evaluation committee to view and/or listen to your video and/or audio information.
8. Documents shall not have a security password, as the City will not be able to access the file.
9. It is the intent of the City to evaluate all proposals and select a successful bidder within one

Instructions to Bidders

week of the submission deadline.

- a. All bidders will be contacted via e-mail regarding the decision of the evaluation committee.
10. Proponents are cautioned that the timing of their submission is based on when the bid is **received** by the system, **not** when a bid is submitted by the proponent. Bid transmission can be delayed in an ***“Internet Traffic Jam”*** due to file transfer size, transmission speed, etc.
11. The City recommends that proponents allow sufficient time to upload their submission and attachment(s) (if applicable) and to resolve any issues that may arise. The submission deadline shall be determined by the City’s bidding system web clock.
12. It is a condition of the bid documents received that each bid is irrevocable and continues open to acceptance for a period of up to 90 days after the closing date and time and may be accepted at any time within that period of time whether or not a bid has been previously accepted.
13. The proponent, by submitting a bid, agrees that it will not claim damages in excess of an amount equivalent to the reasonable costs incurred by the proponent in preparing its bid for matters relating to the agreement or in respect of the competitive process, and the proponent, by submitting a bid, waives any claim for loss of profits if no agreement is made with the proponent.
14. The City will issue a contract to the successful proponent – the contract terms and conditions are attached.
15. The City has the right to cancel this competition at any time and to reissue it for any reason whatsoever without incurring any liability, and no proponent will have any claim against the City as a consequence.
16. The City will not accept any conditions or reservations, customary or otherwise, subject to which the proponent may purport to sell, or to deliver services other than those stated in this competition.
17. Submissions will be evaluated according to the City's purchasing practices and individual line prices will be treated in strict confidence.
18. The City reserves the right to reject bids on the basis of a proponent’s past performance, financial capabilities and completion or delivery schedule.

Instructions specific to ‘Requests for Proposals’

(The following instructions apply specifically to Request for Proposal competitions)

1. For Requests for Proposals, proponents may request a debriefing after receipt of a notification of the outcome of the procurement process. All debrief sessions will take place via telephone. All requests must be in writing to Clem Hand,

Instructions to Bidders

chand@yellowknife.ca and must be made within fourteen (14) days of such notification. The intent of the debriefing information session is to aid the proponent in presenting a better proposal in subsequent procurement opportunities. Any debriefing provided is not for the purpose of providing an opportunity to challenge the procurement process or its outcome.

2. For Requests for Proposals, each rating is confidential, pursuant to provisions found in the Access to Information Act, and only the total rating for each proposal and the contract value of the successful proposal shall be released. However, if there are significant differences, the City may discuss a proponent's ranking, referencing the average of the category in question.
3. The City reserves the right to short-list proponents. Proponents who are short-listed may be requested to make a formal presentation. Such presentations shall be made at the sole cost of the proponent.
4. For Requests for Proposals, the City is not bound to accept the proposal that provides for the lowest cost or price to the City, nor any proposal of those submitted.
5. If a contract is to be awarded as a result of this competition, it shall be made to a proponent that is responsive and responsible and whose bid will give the greatest value based on quality, service, and costs.
6. The City may accept any proposal or alternative proposal, in whole or in part, which is deemed to be most favorable in the interests of the City.
7. The City may, at its sole discretion, elect not to accept any proposal submitted and may proceed to acquire the requirements in such other manner as it so chooses.
8. The City may, but shall not be obligated to, waive any defect, irregularity, mistake, insufficiency or non-compliance in any proposal, if, in the opinion of the City acting reasonably, such defect, irregularity, mistake, insufficiency or non-compliance is minor or otherwise not material to the proposal.
9. The City reserves the right to negotiate with one or more proponents and ultimately enter into a contract upon the same or different terms and conditions as contemplated by the request for proposals.
10. Proposals submitted shall be final and may not be altered by subsequent offering, discussions or commitments without the consent of the City. Further descriptions, clarifications, filling in the gaps or expanding upon a proposal may be requested by the City.
11. The final section of this RFP document details the City's contract terms and conditions. The City of Yellowknife does not negotiate these terms and conditions, but will offer clarification when necessary. Submission of your bid confirms your acceptance of the

Instructions to Bidders

contract terms and conditions in the event that you are deemed to be the successful bidder.

- 12.** Bids which are qualified or based upon conditions placed by the Proponent may be eliminated from the competition as part of the Administrative Review process. The City may, in its absolute discretion, deem a conditional or qualified bid to be non-responsive and refuse to consider it.

TERMS OF REFERENCE

1 OVERVIEW

The City of Yellowknife is seeking proposals for professional engineering services to complete the design and administer the construction of the Kam Lake Industrial Expansion. The Kam Lake Industrial Expansion is a proposed industrial subdivision on a majority-portion of Lot 32, Block 568, Plan 4452, southwest of Enterprise Drive. At full build-out, it will cover 52 hectares of new industrial land. A concept plan with preliminary lot layout and road locations is attached. Phase 1 construction is anticipated to occur in early 2022.

Engineering Services are to include:

- Preliminary Engineering for the entire subdivision
- Detailed Design for or the entire subdivision
- Tendering Services for the first phase of construction
- Contract Administration for the first phase of construction
- Construction services for the first phase of construction, including full time resident engineering (based on 550 hours)
- Post construction services for the first phase of construction.

2 SCOPE OF WORK

Work included under this contract will include final design of the lot layout and a grading plan that works in conjunction with the overall drainage patterns for the area. Roadways are to be left graveled upon completion, but intended to accommodate pavement at full lot build out. Storm-water management is expected to be open ditch. Design should consider and incorporate the following key points.

- Physical development constraints range from marsh lands, treed areas, peat, and rock outcrops. Subdivision design should consider and be influenced by the geotechnical constraints of the site; cut and fill opportunities should be identified; and the costs associated with backfilling low-lying or wet areas should be estimated. A 4,000 cu.m. stockpile of rock boulders is available on-site for subdivision construction, or alternatively, the rock stockpile must be removed from the site as part of design and construction.
- The proposed subdivision consists of the majority of Lot 32, Block 568, Plan 4452, as demonstrated on the attached concept subdivision plan. The southeastern boundary of the subdivision is located adjacent the Grace Lake North development. Subdivision design must include a 30 m minimum buffer between industrial and residential properties. The northwestern boundary of the subdivision is still undefined and should be finalized once geotechnical conditions in this area are understood.
- Protection of environmentally sensitive areas and water bodies should be a key design consideration. Wetland areas shall be delineated and identified in the subdivision as areas to be zoned NP - Nature Preservation.
- A key component of subdivision design are the points of vehicular access from the existing road network. Emergency and Fire Services are housed at the corner of Kam Lake Road and Old Airport Road and subdivision access should consider best transportation design practices and direct routing for minimizing emergency response times. Four potential access points have been identified and consideration should

TERMS OF REFERENCE

be given to the pros and cons of implementing any and all points. Consideration should also be given to any alternative points of access not currently identified. As demonstrated on the concept subdivision plan, potential access points may be developed at the following locations:

- (i) The northwest end of Enterprise Drive. The Enterprise access point is subject to confirmation of suitable geotechnical conditions.
 - (ii) The south end of Nahanni Drive. If considered as an access point, the existing 100 m Nahanni Drive access point from Enterprise Drive should be verified that it has been constructed to the City's road standard. If deficiencies are noted, design and implementation measures to bring the road up to City Standard should be provided.
 - (iii) The south end of Melville Drive through Lot 2 Block 534 Plan 1991.
 - (iv) Access via Kam Lake Road through Lot 23, Block 531, Plan 4435 and then across Enterprise Drive and through a portion of Lot 20 Block 531 Plan 3990. A substantial material cut would be required on Lot 23 for this to be a viable option.
- A subdivision drainage plan shall be provided which considers both the natural and existing drainage patterns of the area, wetland complexes and the City's existing Storm-Water Management Plan. A concept 12 m wide drainage system right-of-way is outlined from the northwest to southeast areas of the subdivision and should be investigated and determined if necessary.
 - The concept subdivision suggests approximately 105 lots at full build-out. Lot sizes should strive to meet the target market of 2,200 – 2,500 sq. m. Outside limits of 2,000 to 5,000 sq. m. are acceptable subject to subdivision design constraints.
 - Recommended construction phasing should be provided with each of the three phases consisting of approximately 35 lots.
 - The rear property lines and corners of new proposed lots adjacent to the existing Enterprise Drive properties should match against the latest legal survey plan where possible.
 - The anticipated construction of Phase 1 will occur early in 2022.
 - The allotted budget to perform the requested engineering services outlined in Section 1 is \$170,000.00.
 - Preparation of an Area Development Plan bylaw, implementation of corresponding zoning for the subdivision, preparation of a marketing plan, and any necessary land transactions to support subdivision construction will be completed by City Staff.

All work is to be done to the City's servicing standards (currently being updated) and as outlined by the Public Works and Engineering Department.

Engineering Services shall include as a minimum:

2.1 Preliminary Engineering

- Coordinate meetings with City Personnel.
- Gather available information (i.e. topographical survey, geotechnical investigation, previous consultant's reports, etc.)

TERMS OF REFERENCE

- Contact Northland Utilities and Northwestel to determine their infrastructure needs and installation timing to service the subdivision.
- Present options (if applicable).
- Prepare initial cost estimates.
- Include the above into a pre-design report for City approval prior to detailed design.

2.2 Detailed Design

- Prepare contract drawings.
- Prepare contract specifications and quantities for unit price tender forms.
- Prepare pre-tender construction estimates.
- Submit conceptual design and 95% contract drawings and specifications to the City for review.
- Submit draft contract document package for City review.
- Prepare final (stamped) contract document package for tender. City standard symbols shall be used.

2.3 Public Consultation

- Public consultation may be required depending on requirements from Council. There will be a maximum upset limit of 40 hours for public consultation for this project.

2.4 Tendering Services

- Provide City with necessary information for the preparation of Public Tender for advertisement.
- Provide information to bidders.
- Check, analyse and make recommendations on the awarding of a construction contract.
- Assemble and arrange documents for appropriate signatures.

2.5 Contract Administration

- Coordinate, chair and document minutes at schedule construction meetings.
- Prepare and submit construction progress payment certificates each month or as agreed upon with contractor with a recommendation for payment.
- Interpret contract documents and administer contract.
- Review Contractor traffic and safety plans for conformance with City requirements.
- Coordinate warranty and completion inspections with City and contractor.
- Help prepare public notifications.
- Prepare status reports that identify uncommitted funds in the contract

2.6 Construction Services

- **The interested proponents must estimate the time required for all construction services and provide costs associated to each phase of the project. It is expected that a full time resident inspector will be required for this project, which typically requires a minimum of 550 hours per construction season. However, it will be up to each consultant to assess the work and allocate resources as required by the project.**
- Confirm preliminary site investigation and obtain further site information.
- Full time resident inspector who must
 - be a qualified engineer or engineering technician experienced in construction of this nature, who is a competent surveyor;
 - act as the City's representative on site; and

TERMS OF REFERENCE

- monitor the Contractor to ensure the City's safety requirements are met.
- Quantity survey measurement.
- Ongoing materials testing, density tests, etc. as required.
- Weekly status reports.
- Available for liaison with City representatives.
- All Record Information is to be obtained and recorded by the resident inspector. (i.e. elevation and location of mains, utility structures, duct work, existing utilities, existing features, etc.). City standard symbols shall be used.

2.7 Post Construction Services

- Provide accurate record drawings in both PDF and AutoCAD formats.
- All record drawings shall be stamped by a Professional Engineer registered in the NWT.
- Liaison between contractor and City for any warranty problems.

3 SCHEDULE

Submissions must be received at City Hall before 3:00 p.m. MDT on Friday, May 21, 2021. It is the intent of the City to evaluate all proposals and to select a successful proponent by Thursday, May 27, 2021.

4 PROPOSAL ELEMENTS

Proponents are requested to submit their proposal with the following submittal elements:

- 4.1 Full name, address, telephone number and contact e-mail of the submitting office of the Consultant and, where applicable, the name, address, telephone number and contact e-mail of any branch office, affiliate or sub-consultant(s) that will be involved in the project.
- 4.2 A statement of corporate experience, including affiliates or sub-consultant(s). Identify experience in the provision of similar services and include a list of current clients with contact information for a minimum of three clients.
- 4.3 List of the Project Team and the key professionals assigned to this project including CVs of all team members. Identify their relevant experience, experience within the current organization, qualifications and respective duties in coordination with this project. Include any affiliates or sub-consultant(s) and a statement of their responsibilities, experience and expected involvement. Your proposal must contain the following endorsement:

"Identified Key Project Team Members shall only be replaced with written approval of the City's Project Leader."

TERMS OF REFERENCE

- 4.4 Work plan and schedule.
- 4.5 A schedule of hourly charge out rates for all personnel used on the project.
- 4.6 Any other information that may enhance your submission, especially which pertains to similar projects completed by the proponent.

5 EVALUATION CRITERIA

Proposals meeting all the submittal elements will be further assessed against the following criteria. The relative weighting for each criterion is also given.

- 5.1 **Project Team (30%):**

This section should include all team members and should detail their qualifications and roles in this project, as well as emphasize past relevant experience on similar projects.
- 5.2 **Methodology (30%):**

The consultants should detail the proposed methodology to achieve the project objectives. The consultant should demonstrate his/her understanding of the work involved by addressing the following factors: objectives, client input, meeting, schedules, budget, concerns, significant events or activities.
- 5.3 **Fees (25%):**

The consultant shall submit a proposal based on a time fee basis which shall include estimates of proposed hours of work, rates and expenses. The City is requesting an **upset limit** for this work based on estimates for each item as described in Section 2. Fees should include a preliminary engineering report, detailed design, tendering services, contract administration, construction services and post construction services. Contract administration and construction services can be considered as one item, however the fees associated with this item must list what is included in the upset fee (i.e. number of inspections anticipated, hours for inspections, etc.) Scope changes during the project may require the upset limit to be increased or decreased. Project budget is set at \$170,000. Proposals received within budget will receive a minimum of 7 points out of 10.
- 5.4 **Project Schedule (10%):**

The anticipated construction start date for the first phase of the development is mid-June 2022. The design, tendering, and award process must be complete by this date. Each proponent must submit their own schedule based on this approximate date and should schedule project milestones with this in mind. Each proponent should allow enough time for City review of deliverables as well as take into account other influences to schedule.
- 5.5 **Benefit to Local Economy (5%)**

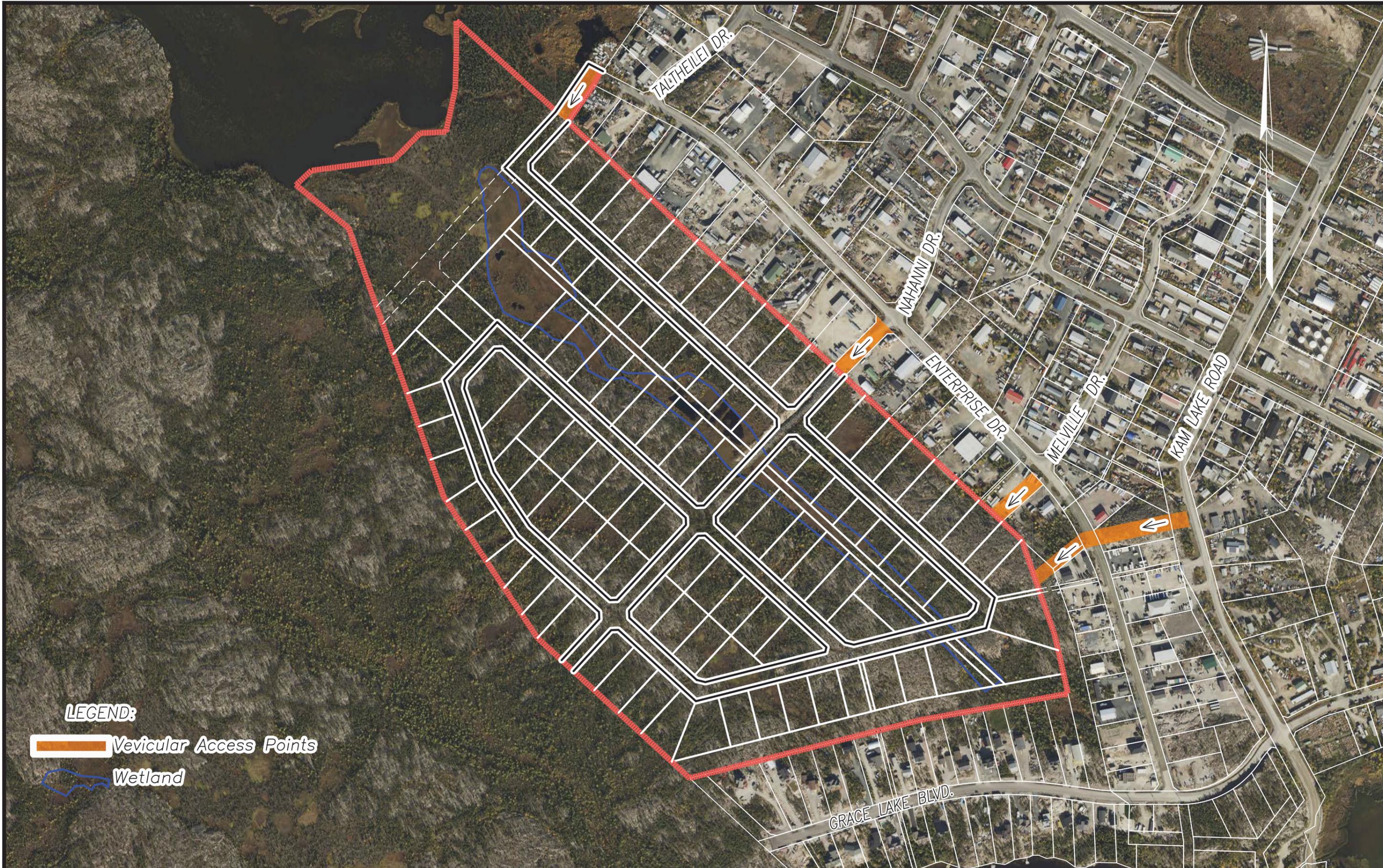
The City always attempts to ensure the local economy benefits from our projects. Provide detail how your submission will benefit Yellowknife and local business.

TERMS OF REFERENCE

Proposals will be evaluated and ranked according to the outline below. The evaluation will be based on a 0 to 10 scale. The score of each criterion will be determined by multiplying the criteria weight by the rating. The sum of all scores will be the total score.

<i>Rating</i>	<i>Description</i>
9-10	Exceeds expectations; Proponent clearly understands the requirement, excellent probability of success.
7-8	Somewhat exceeds expectations; Proponent has a very good understanding of the requirement, very good probability of success.
5-6	Meets expectations; Proponent has good understanding of requirement, good probability of success.
3-4	Somewhat meets expectations; minor weakness or deficiencies, Proponent understands the requirement, fair probability of success.
1-2	Does not meet expectations or demonstrate understanding of the requirements, low probability of success.
0	Lack of response or complete misunderstanding of the requirements, no probability of success.

The City reserves the exclusive right to determine the qualitative aspects of all proposals relative to the evaluation criteria.



LEGEND:

 Vehicular Access Points

 Wetland



City of Yellowknife
Planning & Lands Division

PROJECT: *Kam Lake Industrial Expansion*

TITLE: *Subdivision Concept Plan*

SCALE: 1:5,000

CREATED BY: VF

FILE: DM#622636

DATE: April 2021 (revised)

**TERMS AND CONDITIONS FOR THE
PROVISION OF
ENGINEERING AND/OR ARCHITECTURAL SERVICES**

TABLE OF CONTENTS

1.0	GENERAL PROVISIONS.....	1
1.1	Definitions.....	1
1.2	Documents.....	3
1.3	Notices.....	4
1.4	Rights and Remedies.....	4
1.5	Assignment.....	4
1.6	Applicable Law.....	5
1.7	Engineer Independent of City.....	5
2.0	CITY'S OBLIGATIONS.....	5
2.1	Payment.....	5
2.2	Project Information.....	5
3.0	ENGINEER'S OBLIGATIONS	5
3.1	General Obligation.....	5
3.2	Project Team.....	5
3.3	Contractor Safety Monitoring.....	5
3.4	Basic Services.....	6
3.5	Additional Services.....	10
3.6	Legal Requirements.....	11
3.7	Subconsultants.....	11
3.8	Effect of Approvals.....	11
3.9	Records To Be Kept By Engineer.....	11
3.10	Errors and Omissions.....	12
3.11	Local and Northern Labour.....	12
3.12	Certification.....	12
3.13	Engineer's Estimates.....	12
4.0	FEES AND REIMBURSABLE EXPENSES	13
4.1	Engineer's Proposal.....	13
4.2	Payment For Basic Services.....	13
4.3	Payment For Additional Services.....	14
4.4	Payment For Reimbursable Expenses.....	15
5.0	PAYMENT TO ENGINEER.....	15
5.1	Amount Payable - General.....	15
5.2	Time of Payment.....	16
5.3	Payment Not Binding.....	16
5.4	Delay in Making Payment.....	16
5.5	Right of Set-Off.....	16
5.6	Claims Against And Obligations of the Engineer.....	16
6.0	TIME.....	17

7.0	SCOPE CHANGES	17
7.1	Requested Changes.....	17
7.2	Payment for Changes.....	17
8.0	DISPUTE RESOLUTION	18
8.1	Notice of Dispute	18
8.2	Arbitration.....	18
9.0	SUSPENSION AND TERMINATION.....	19
9.1	Suspension of Services.....	19
9.2	Termination of Agreement	19
10.0	INDEMNIFICATION AND INSURANCE.....	20
10.1	Indemnification.....	20
10.2	Limitation of Liability	20
10.3	Insurance.....	21

1.0 GENERAL PROVISIONS

1.1 Definitions

Terms in this Agreement shall, unless stated otherwise, have the same meaning as those in the City of Yellowknife General Conditions of the Contract for Construction, current as the date of this Agreement. The following terms, whenever used in the Agreement Documents, shall mean:

- (a) **"Adjustment"**: a change in either the Contract Price or the Contract Time, or both, in accordance with the applicable provisions of the Contract Documents;
- (b) **"Agreement"**: the undertaking by the City and the Engineer to perform their respective duties and discharge their obligations as set out herein;
- (c) **"Agreement Documents"**: the documents referred to in the Memorandum of Agreement;
- (d) **"Arbitrator"**: the person appointed under TC 8.2;
- (e) **"City"**: the City of Yellowknife as represented by the City Administrator, the Director of Public Works and Engineering or any person authorized by them to act on their behalf;
- (f) **"Claim"**:
 - (i) a demand or assertion by the City or the Contractor seeking an interpretation of Contract terms, an Adjustment, or other relief with respect to the terms of the Contract;
 - (ii) other disputes and matters in question between the City and the Contractor arising out of or relating to the Contract, and/or
 - (iii) allegations by the City or the Contractor of errors or omissions on the part of the Engineer;
- (g) **"Class A Estimate"**: a detailed estimate prepared by the Engineer, based on final drawings and specifications which is used to evaluate tenders;
- (h) **"Class B Estimate"**: an estimate, prepared by the Engineer after site investigations and studies have been completed and the major systems defined, based on the Project Brief and preliminary design and used for obtaining approvals, budgetary control and design cost control;
- (i) **"Class C Estimate"**: an estimate, prepared by the Engineer with limited site information, based on probable conditions affecting the project, representing the summation of all identifiable project elemental costs and used for program planning, to establish a more specific definition of the City's needs and to obtain preliminary approval;

- (j) **"Completion Date"**: the date of Substantial Completion of the Work, as certified by the Engineer;
- (k) **"Construction Budget"**: the City's estimated Construction Cost, including contingencies for cost increases;
- (l) **"Construction Cost"**: the Contract Price for all elements of the Work designed or specified by the Engineer. Where there is no Contract Price for all or part of the Project, the Construction Cost shall be the estimated cost at current market rates as determined by the Engineer and agreed to by the City. Construction Cost does not include the compensation of the Engineer and the Subconsultants, and other costs such as the cost of the land and rights-of-way;
- (m) **"Construction Contract"**: the Contract between the City and the Contractor for the provision of labour, materials and equipment for the execution of the Work by the Contractor;
- (n) **"Contract"**: the undertaking by the parties to perform their respective duties and discharge their obligations as set out in the Contract Documents;
- (o) **"Contract Documents"**: the documents referred to in the Memorandum of Agreement between the City and the Contractor;
- (p) **"Contractor"**: the party identified in the Articles of Agreement between the City and the Contractor;
- (q) **"day"**: a calendar day;
- (r) **"Engineer"**: the Architect or Engineer as designated in the Memorandum of Agreement between the City and Engineer;
- (s) **"Final Completion"**: when the Work has been performed in accordance with the Contract Documents, as certified by the Engineer;
- (t) **"General Conditions"**: the General Conditions of the Contract for Construction between the City and the Contractor;
- (u) **"Laws and Regulations"**: any and all applicable laws, rules, regulations, by-laws, codes and orders of any and all government bodies, agencies, authorities and courts, and
- (v) **"Memorandum of Agreement"**: the executed Memorandum of Agreement between the City and the Engineer;
- (w) **"Project"**: the total construction of which the Work to be performed under the Contract may be the whole or a part;

- (x) **"Project Brief"**: a document describing in sufficient detail the services to be provided to permit the design to proceed; it may include general project information, content plan, time plan, cost plan and design data, specifically related to the Project;
- (y) **"Project Requirements"**: instructions and directions in writing, which may include data, documents, plans, drawings, specifications, tendering procedures and pre-tender addenda provided by the City concerning the Project, its administration, time and cost limits and may include the Project Brief;
- (z) **"Scope Change"**: changes to the scope of the Services to be performed by the Engineer, as approved by the City, in accordance with this Agreement;
- (aa) **"Services"**: the totality of all labour, materials, equipment and disbursements used or incorporated into the Project by the Engineer pursuant to the Agreement;
- (bb) **"Site"**: the land or actual place designated in the Contract Documents for the performance of the Work;
- (cc) **"Subconsultant"**: a person, firm or corporation to whom the Engineer has subcontracted the whole or any part of the Services;
- (dd) **"Subcontractor"**: a party having a contract with the Contractor for the performance of any part of the Work;
- (ee) **"Substantial Completion"**: when the Work has progressed to the point where, in the opinion of the Engineer as evidenced by the certificate of Substantial Completion, it is sufficiently complete, in accordance with the Contract Documents, so that the Work can be utilized for the intended purpose;
- (ff) **"TC"**: a reference to a clause in these terms and conditions of Agreement;
- (gg) **"Work"**: all or any part of the construction and services required by the Contract Documents, including all labour, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations under the Contract;

1.2 Documents

- (a) All surveys, reports, drawings, calculations, designs, plans, specifications and other data, information and material collected, including computer disks and printouts, compiled, drawn and produced, pursuant to the Agreement are the property of the City and the copyright of this material shall belong to the City.
- (b) Any information given by the City to the Engineer in performing the Services in accordance with the Agreement shall be treated as privileged and confidential, both during and after the completion of the Services.

- (c) In the event of conflicts between the Agreement Documents, the following shall apply:
 - (i) documents of later date shall govern over earlier documents of the same classification;
 - (ii) the terms and conditions shall govern over the Engineer's proposal;
 - (iii) supplementary terms and conditions shall govern over the terms and conditions, and
 - (iv) the Memorandum of Agreement shall govern over all documents.

1.3 Notices

- (a) Where a notice is required by the Agreement to be given in writing, it may be delivered personally to the party or delivered or sent by mail or facsimile transmission to the party's address set out in the Memorandum of Agreement or to its office at or near the Site.
- (b) Notwithstanding the above, each party shall use the most expeditious method of giving the written notice or communication.
- (c) A written notice or communication sent by mail shall be deemed to have been received ten days from the date of posting. Whenever a notice or 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; this acknowledgement may be made verbally, in person or by telephone. If no such acknowledgement is given, it shall be deemed to have been received ten days from the date of posting of the original document.

1.4 Rights and Remedies

- (a) No implied terms or obligations of any kind by or on behalf of the City shall arise from anything in the Agreement Documents and the express covenants and agreements therein contained and made by the City are the only covenants and agreements upon which any rights against the City are to be founded.
- (b) Any failure by the City to enforce or to require the strict performance of any of the provisions of the Agreement shall not, in any way, constitute a waiver of those provisions and affect or impair those provisions or any right the City has at any time to avail itself of any remedies it may have for any breach of these provisions or to require Services to be performed in accordance with the Agreement.

1.5 Assignment

The Agreement, or any part of it, or any benefit or interest in it, shall not be assigned by either party without the prior written consent of the other party.

1.6 **Applicable Law**

This Agreement shall be deemed to have been made in the Northwest Territories and shall be governed by and interpreted in accordance with the laws of the Northwest Territories.

1.7 **Engineer Independent of City**

The City and Engineer hereby agree and acknowledge that the Engineer is not an employee of the City but provides services pursuant to this Agreement as an independent party and nothing in this Agreement or the provision of Services pursuant thereto shall be deemed to create any other relationship between the City and the Engineer.

2.0 **CITY'S OBLIGATIONS**

2.1 **Payment**

Subject to any other provision in the Contract Documents, the City shall make payments to the Engineer at the times and in the manner set out in TC 5.0.

2.2 **Project Information**

- (a) The City shall provide the Engineer with the Project Requirements.
- (b) The City shall promptly provide written decisions, instructions, acceptances and other relevant information required by the Engineer to enable the Engineer to perform the Services.
- (c) If tenders are to be called, the City shall arrange, with the assistance of the Engineer as required, for such tenders, assemble and issue the tender documents, receive bids and award the Construction Contract.

3.0 **ENGINEER'S OBLIGATIONS**

3.1 **General Obligation**

In the course of completing the Services, the Engineer is to employ a level of care, skill and diligence normally provided in the performance of such Services and in respect of projects of a similar nature.

3.2 **Project Team**

In the course of completing the Services, the Engineer shall not replace, remove or add any member to their project team, as outlined in the Engineer's Proposal in Appendix A, unless approval from the City is given in advance of the change.

3.3 **Contractor Safety Monitoring**

In the course of completing the Services, the Engineer is to monitor the Contractor(s) to ensure compliance with the City's safety requirements. This includes performing site

inspections, reviewing frequency and quality of toolbox meetings and ensuring equipment maintenance records are current and available on site. The Engineer is to immediately notify the City of any incident or condition that requires the cessation of work.

3.4 **Basic Services**

The Engineer's Basic Services consist of the six phases described in TC 3.2 (a) to (f) and include any other services described in the supplementary conditions, if any, which are designated as part of the basic services.

(a) During the schematic design phase:

- (i) the Engineer shall study the Project Requirements furnished by the City, review its understanding of such requirements with the City and advise the City of the need for any further information and data, including surveys, borings, soundings and soil reports;
- (ii) the Engineer shall complete a pre-design survey of the project area(s). The survey shall be done by a competent surveyor and shall include utilities, driveways, road grades, sidewalks, curbs, power and communication infrastructure, and any other important features within the project area;
- (iii) the Engineer shall provide a preliminary evaluation of the Project and a Class C Estimate, and furnish a proposed Project schedule in a format acceptable to the City;
- (iv) based on the mutually agreed upon schedule and budget, the Engineer shall review with the City alternative approaches to design and construction of the Project;
- (v) the Engineer shall prepare, for approval by the City, schematic/preliminary design documents consisting of drawings and other documents appropriate to the size of the Project illustrating the scale and relationship of Project components;
- (vi) the Engineer shall review the schematic design documents and the Class C Estimate with the City and obtain written approval of the schematic design and estimate from the City prior to commencement of the design development phase, and
- (vii) all designs and specifications must be completed in accordance with engineering and industry standards.

(b) During the design development phase:

- (i) based on the approved schematic design documents and the approved budget, the Engineer shall prepare, for approval by the City, design development documents consisting of drawings, outline specifications and other documents appropriate to the size of the Project to fix and describe the size and character of the entire Project as to architectural, structural,

mechanical and electrical systems, materials and such other elements as may be appropriate;

- (ii) the Engineer shall assist the City in obtaining preliminary approvals from authorities having jurisdiction, including any requirements of the City itself;
- (iii) the Engineer shall prepare a Class B Estimate, and
- (iv) the Engineer shall review the design development documents and Class B Estimate with the City and obtain written approval of the design from the City prior to commencement of the construction document phase.

(c) During the construction document phase:

- (i) based on the approved design development documents, the Engineer shall prepare Construction Contract Documents consisting of drawings and specifications setting out in detail the requirements for construction of the Project;
- (ii) the Engineer shall, at the City's request, review with the City the plans and specifications when they are fifty, seventy-five and one hundred percent complete, and obtain written approvals from the City at each review stage prior to further work being performed;
- (iii) the Engineer shall revise the cost estimate to reflect changes in the design, the tender date or market conditions and submit a Class A Estimate following the final review with the City, and
- (iv) the Engineer shall assist in obtaining final approvals from authorities having jurisdiction over the project as noted in the design development phase.

(d) During the bidding or negotiation phase:

- (i) the Engineer shall assist the City in obtaining bids or proposals, and
- (ii) the Engineer shall review any tenders or proposals that are submitted to verify their completeness and make a recommendation for the award of the Construction Contract.

(e) During the construction phase:

- (i) the Engineer shall administer the Construction Contract in accordance with the Construction Contract Documents and this provision;
- (ii) the Engineer shall conduct inspections at intervals appropriate to the stage of construction reasonably necessary to enable it to determine if the Work is proceeding in general accordance with the Construction Contract Documents. However, the Engineer shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work, unless otherwise stipulated in the Agreement. On the basis of

such on-site observations, the Engineer shall keep the City informed of the progress and quality of the Work, and shall endeavour to guard the City against defects and deficiencies in the Work of the Contractor;

- (iii) the Engineer shall not have control or charge of the Work and shall not be responsible for construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the Work, nor will he be responsible for the acts or omissions of the Contractor, Subcontractors or any other persons performing any part of the Work;
- (iv) the Engineer shall at all times have access to the Work wherever it is in preparation or progress;
- (v) the Engineer shall determine the amounts owing to the Contractor based on observations at the Site and on evaluation of the Contractor's applications for payment, and shall issue in a timely manner, certificates for payment as provided in the Construction Contract Documents;
- (vi) the issuance of a certificate for payment shall constitute a representation by the Engineer to the City, based on the Engineer's observations at the Site and the data comprising the Contractor's application for payment, that the Work has progressed to the point indicated and that to the best of the Engineer's knowledge, information and belief, the quality of the Work is in accordance with the Construction Contract Documents and the Contractor is entitled to payment in the amount certified. Such certification is subject to continuing evaluation of the Work as it progresses, for general conformance with the Construction Contract Documents, to the results of any subsequent tests required by or performed under the Construction Contract Documents, to minor deviations from the Construction Contract Documents correctable prior to completion, and to any specific qualifications stated in the certificate for payment;
- (vii) the Engineer shall render interpretations necessary for the proper execution or progress of the Work with reasonable promptness on the written request of the City and shall render written decisions within a reasonable time on all Claims, when so requested by the City;
- (viii) interpretations and decisions of the Engineer shall be consistent with the intent of and reasonably inferable from the Construction Contract Documents and shall be in written or graphic form;
- (ix) the Engineer and its Subconsultants shall, when requested to do so by the City, join in arbitration proceedings under the Construction Contract, and shall cooperate fully with the Referee and the Arbitrator when called upon to provide information and/or assistance. Subconsultants are handled under TC 3.7;
- (x) the Engineer shall notify the City of all work which does not conform to the Construction Contract Documents, and make recommendations as to

whether or not said work should be rejected. Whenever, in the Engineer's opinion, it is necessary or advisable, the Engineer may request that special inspection or testing of the work be performed, whether or not such work is fabricated, installed or completed;

- (xi) the Engineer shall review or take other appropriate action with reasonable promptness, upon the Contractor's submittals such as shop drawings, product data and samples, for the purpose of determining conformance with the design concept of the Project and with the requirements and intent of the Construction Contract Documents;
- (xii) the Engineer shall prepare change orders and other project documentation required for the City's review, approval or execution, in accordance with the Construction Contract Documents;
- (xiii) the Engineer shall supply all engineering equipment normally associated with work of this nature, including but not limited to slump cones, thermometers, transits, levels, chains, tapes, rods and range poles. Specialized equipment may be purchased or leased by the Engineer on a reimbursable basis, following prior approval by the City. Purchased equipment shall become the property of the City at the conclusion of the Project;
- (xiv) the Engineer shall co-ordinate project meetings with the Contractor and his Subcontractors when necessary and attend all such meetings, unless otherwise advised, and report the results of each to the City with copies of the minutes for each meeting;
- (xv) in the absence of other directions from the City, the Engineer shall submit weekly reports on the progress of the Work;
- (xvi) the Engineer shall prepare deficiency lists and project safety records, and advise the City of work to be done in order to complete the Project, and prepare certificates of Substantial Completion in accordance with the provisions of the Construction Contract. The Engineer shall carry out further inspections necessary to ensure that all deficiencies are rectified and prepare the certificate of Final Completion for approval by the City;
- (xvii) the Engineer shall make every effort to ensure that all operating manuals, warranties, guarantees and instructions are provided to the City as specified in the Construction Contract Documents, and
- (xviii) the Engineer shall ensure that the City is informed, with adequate notice of all quality control testing completed by the Contractor. This will allow scheduling of quality assurance testing by the City.

(f) During the post construction phase:

- (i) the Engineer will assess any reported defects or deficiencies arising during the warranty period as specified in the Construction Contract and when requested, inspect the work with the City prior to the expiry of that period. The Engineer shall issue, on behalf of the City, the necessary instructions to the Contractor if work is required to correct such defects or deficiencies, and
- (ii) the Engineer will prepare a set of reproducible record drawings showing changes in the work made during construction, based on marked up prints, drawings and other data furnished by the Contractor to the Engineer. Such drawings are to be labeled "Record Drawings", dated and signed by the Engineer.

3.5 Additional Services

- (a) The following services are not included in basic services unless so identified elsewhere in this Agreement:
 - (i) if the City requests continuous representation at the Site, the Engineer shall provide one or more project representatives to assist the Engineer in carrying out such responsibilities. Such project representatives shall be selected, employed and directed by the Engineer as approved by the City. The duties, responsibilities and limitations of authority of such project representatives shall be as mutually agreed between the City and the Engineer;
 - (ii) providing consultation concerning replacement of any work damaged by fire or other similar cause during construction, and furnishing services as may be required in connection with the replacement of such work;
 - (iii) providing services made necessary by the default of the Contractor under the Construction Contract;
 - (iv) providing services after expiry of the warranty period;
 - (v) providing translation to a language other than the English language;
 - (vi) when requested by the City, providing a perspective presentation drawing or model for use by the City;
 - (vii) preparing change orders to the Construction Contract which are not implemented;
 - (viii) providing calculations which establish the optimum insulation values, life cycle costs and pay-back periods for energy related systems and components;

- (ix) providing pre-design services such as soil investigation analysis;
 - (x) preparing and providing operations and maintenance manuals, and
 - (xi) providing any other services not otherwise included in this Agreement.
- (b) The above services shall be provided only if authorized or confirmed in writing by the City prior to any work being done. They shall be paid for by the City as provided in this Agreement, in addition to the compensation for basic services.

3.6 Legal Requirements

- (a) The Engineer shall ensure that the performance of Services complies with all relevant legislation, including all codes, bylaws and regulations.
- (b) The Engineer shall apply and pay for all necessary permits or licenses required for the execution of its Services.
- (c) The Engineer shall, at all times, observe the provisions of the Labour Standards Act and all other statutes in force from time to time in the Northwest Territories pertaining to the Engineer's employment.

3.7 Subconsultants

- (a) Neither the whole nor any part of this Agreement may be subcontracted by the Engineer without the prior written approval of the City. The firms proposed to be used as Subconsultants for these services must also be approved by the City.
- (b) Every Subconsultant agreement entered into by the Engineer shall adopt all of the terms and conditions of this Agreement that are of general application.
- (c) Neither a Subconsultant nor the City's approval to a Subconsultant shall be construed so as to relieve the Engineer from any obligation under this Agreement or to impose liability upon the City.

3.8 Effect of Approvals

No acceptance or approval by the City, whether express or implied, shall be deemed to relieve the Engineer of his professional or technical responsibility for the plans, drawings, calculations or other material prepared or assembled by the Engineer.

3.9 Records To Be Kept By Engineer

- (a) The Engineer shall:
 - (i) maintain complete records of the estimated and actual costs of his Services, together with all contracts, correspondence, invoices, receipts and vouchers relating thereto;

- (ii) make all records and material available for audit and inspection by the City or by persons acting on behalf of the City when requested;
 - (iii) allow any of the persons referred to above to make copies of and to take extracts from any of the records and material referred to herein, and
 - (iv) furnish any person referred to herein with any information they may require from time to time in connection with such records and material.
- (b) The records maintained by the Engineer referred to above shall be kept intact by the Engineer until the expiration of three (3) years after the date that a certificate of Final Completion has been issued to the Contractor or until the expiration of such other period of time as the City may direct.

3.10 **Errors and Omissions**

Notwithstanding any other provision of this Agreement, no fee payment will be made by the City for Services performed by the Engineer to remedy errors or omissions for which the Engineer is responsible.

3.11 **Local and Northern Labour**

The Engineer shall employ and use as much local and/or northern labour in the performance of its Services, as is reasonable in the circumstances.

3.12 **Certification**

- (a) If requested by the City, the Engineer shall furnish proof of compliance with the Northwest Territories' Engineering and Geoscience Professions Act and the requirements of the Northwest Territories and Nunavut Association of Professional Engineers and Geoscientists (NAPEG). Architects must furnish proof of professional standing in a Canadian Provincial organization. The Engineer shall maintain a current City of Yellowknife Business License.
- (b) All plans, reports or similar documents prepared by an Engineer, Geologist or Geophysicist shall bear a professional seal.

3.13 **Engineer's Estimates**

- (a) If at any time, the Engineer considers that costs will exceed the Project Budget, he shall immediately advise the City with written substantiation. If, in the opinion of the City, the excess is due to design, or matters under the control of or reasonably foreseeable by the Engineer, the City may require the Engineer, at its expense, and at no additional cost to the City, to do everything by way of revision of design to bring the cost within the Project Budget.
- (b) If the lowest tender for the Project exceeds the latest approved estimate of construction, the City shall:

- (i) give written approval of an increase in the Project Budget;
 - (ii) authorize re-tendering or renegotiating of the Project within a reasonable time;
 - (iii) if the Project is abandoned, terminate in accordance with TC 9.2, or
 - (iv) cooperate in revising the Project scope and quantity as required to reduce the Construction Cost.
- (c) If the city chooses to proceed under TC 3.11 (b) (iv), the Engineer, without additional charge, shall modify the Contract Documents as necessary to comply with the revised Project Budget.
- (d) If the bidding or negotiation phase has not commenced within three months after the Engineer submits the Construction Contract Documents to the City, any estimate of Construction Cost may be adjusted to reflect any change in the general level of prices in the construction industry between the date of submission of the Construction Contract Documents to the City and the date on which the bids are sought. The cost to adjust such estimate shall be considered an additional service.

4.0 FEES AND REIMBURSABLE EXPENSES

4.1 Engineer's Proposal

Payment for Services shall be computed in accordance with the Engineer's proposal which forms part of the Agreement Documents or in accordance with TC 4.2 to 4.4.

4.2 Payment For Basic Services

(a) Where applicable, fees for basic services as described in TC 3.2 shall be computed on the basis of any one, or combination of the following:

- (i) a stipulated sum fee of \$ **N/A** ;
- (ii) a time rate fee calculated on the basis of payroll costs + **N/A** %;
- (iii) **Selected payment basis:**
As outlined in Engineer's Proposal
Maximum Contract Value = \$XXXXXX.XX plus GST

(iv) a percentage of Construction Cost calculated as follows:

- (1) For architectural agreements, fees shall be calculated according to the current (based on the date of this Agreement) "Recommended Conditions of Engagement and Schedule of Professional Fees" as published by the Alberta Association of Architects; or alternatively in accordance with: - **N/A**

(2) For engineering agreements, fees shall be calculated according to the current (based on the date this Agreement) guideline of Consultant Fees for General Engineering Assignments as published by the Association of Professional Engineers, Geologists and Geophysicists of Alberta; or alternatively in accordance with: - **N/A**

(3) Fees for both architectural and engineering services shall be calculated based on the Engineer's estimate of the Construction Cost until the Construction Contract is established. Fees will then be based on a predetermined percentage of the Construction Cost. Adjustment of the fee to take into account change orders issued under the Construction Contract shall be made at the time the certificate of Substantial Completion is issued. - **N/A**.

(b) Payroll costs are defined as the direct salaries of all the Engineer's personnel engaged on the project, and the portion of the costs of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions and similar contributions and benefits. Payroll costs are subject to annual review; any increases must have the prior written approval of the City.

(c) Traveling time authorized by the City during normal working hours shall be chargeable as time worked. Authorized traveling time outside of normal working hours shall be chargeable up to a maximum of three hours per day. However, not more than eight hours in any one day shall be claimed for time spent in traveling.

(d) Progress payments shall be made on a monthly, or mutually agreed basis. Where compensation is based on a stipulated sum or percentage of Construction Cost, monthly payments shall be made for each of the phases described in 3.2, equal to the following percentages:

Schematic Design Phase	_____	%
Design Development Phase	_____	%
Construction Document Phase	_____	%
Bidding or Negotiation Phase	_____	%
Construction Phase	_____	%
Post Construction Phase	_____	%

4.3 **Payment For Additional Services**

In addition to the fees for services referred to in 4.1, the City will pay the Engineer for additional Services, as specified in 3.3 as authorized by the City as follows:

4.4 **Payment For Reimbursable Expenses**

- (a) Reimbursable expenses, or disbursements, include actual expenditures made by the Engineer and his employees in the interests of the Project. These expenses must have the prior approval of the City.
- (b) Reimbursable expenses shall be computed as a multiple of 1.05 times the amounts expended by the Engineer. The Engineer shall provide the City with copies of all invoices for reimbursement.
- (c) Reimbursable expenses shall include the following:
 - (i) reproduction of plans, drawings, specifications and other documents, excluding reproductions for the Engineer's use;
 - (ii) travel and accommodation costs, approved by the City, shall be paid in accordance with current market rates;
 - (iii) long distance telephone calls, telex, telegrams, courier service, electronic conveyances and postage;
 - (iv) living expenses for personnel where authorized by the City for out-of-town travel;
 - (v) equipment and vehicle rental costs, subject to prior approval by the City;
 - (vi) all taxes or levies in the nature of a business transfer tax, value-added tax or sales tax, but not an income tax, that are imposed against the Engineer by any federal, provincial, territorial or local governmental authority upon or with respect to all professional services rendered by the Engineer, and
 - (vii) other expenses as noted herein:

All reimbursable disbursements will be in accordance with Engineer's Proposal in Appendix A.

5.0 **PAYMENT TO ENGINEER**

5.1 **Amount Payable - General**

Subject to any other provisions of this Agreement, the City shall pay the Engineer at the times, in the manner and for the amounts hereinafter set out, and the Engineer shall accept that amount as payment in full satisfaction for everything furnished and done by it in respect of the Services to which the payment relates.

5.2 Time of Payment

- (a) The Engineer shall, in all cases, deliver on a monthly basis or as specified by the City, in respect of that payment period, a written progress claim that sufficiently describes any part of the Services that have been completed.
- (b) The City shall, not later than ten days after receipt of a progress claim referred to above, issue a progress report, a copy of which the City will give to the Engineer, which indicates the value of the part of the Services described in the progress claim which, in the City's opinion, is in accordance with this Agreement and was not included in any other progress report. The progress report referred to herein may take the form of an endorsement of the Engineer's progress claim.
- (c) Subject to TC 5.4, the Engineer shall be paid within thirty days after receipt and registration of its progress claim.

5.3 Payment Not Binding

- (a) Neither a progress report referred to in 5.2 nor any payment made by the City pursuant to the Agreement shall be construed as an admission by the City that the Services or any part thereof are complete, are satisfactory, or are in accordance with the Agreement.

5.4 Delay in Making Payment

- (a) Delay by the City in making payments when they are due pursuant to this provision shall not be a breach of the Agreement by the City.
- (b) Unless otherwise stated in the Agreement, when the City delays in making a payment that is due pursuant to this clause, the Engineer shall be entitled to receive simple interest on the amount that is overdue commencing thirty days after the day that it becomes overdue, up to and including the date that the payment is made, at the prime lending rate of the main banker of the City.

5.5 Right of Set-Off

Without limiting any right of set-off or deduction given or implied by law or elsewhere in the Agreement, the City may set-off any amount payable to the City by the Engineer against any amount payable to the Engineer under this Agreement.

5.6 Claims Against And Obligations of the Engineer

- (a) The Engineer shall discharge all its lawful obligations and shall satisfy all lawful claims against it arising out of the performance of the Services at least as often as the Agreement requires the City to pay the Engineer.
- (b) The City may, in its absolute discretion, in order to discharge lawful obligations of and satisfy lawful claims against the Engineer or its Subconsultants, arising out of the performance of the Services, pay any amount that is due and payable to the

Engineer pursuant to the Agreement, directly to the obligees of and the claimants against, the Engineer or its Subconsultants. When the parties involved in the claim are in agreement on the validity and amount of the claim, the City may treat this as a lawful claim.

- (c) Where no agreement is reached between the parties as referred to above, the City may withhold payment, without any obligation to pay interest, until the validity and amount of the claim is established by legal proceeding. The City may, in its absolute discretion, bring the matter before the Supreme Court of the Northwest Territories by way of Interpleader, and shall dispose of the funds withheld in accordance with the direction of the Court.
- (d) A payment made pursuant to this provision is, to the extent of the payment, a discharge of the City's liability to the Engineer under the Agreement and may be deducted from an amount payable to the Engineer under the Agreement.

6.0 TIME

- (a) The dates and time limits stated in the Agreement are of the essence of the Agreement.
- (b) The Engineer shall submit a detailed schedule suitable to the Project for the performance of the Services and shall adhere to the schedule approved by the City. This schedule is to include commencement and completion dates for the Project. If a change in the approved schedule becomes necessary, the Engineer shall submit a report to the City and obtain approval for any change therein.

7.0 SCOPE CHANGES

7.1 Requested Changes

The Engineer shall, upon the City's written request, make any required changes in the design of the Project, notwithstanding the City's previous approval, and advise the City of any effect on the schedule, budget and other implications of the Scope Change. Nothing done by the Engineer to remedy design errors or other problems attributable to shortcomings of the Engineer, including persons consulted, employed or supervised by the Engineer, shall entitle the Engineer to additional fees.

7.2 Payment for Changes

If the City requires changes in design or revisions after approval of the Construction Documents for reasons other than design and cost factors within the control of the Engineer, the City will pay the Engineer a further amount, in respect of the additional work, to be negotiated between the parties.

8.0 DISPUTE RESOLUTION

8.1 Notice of Dispute

In the event of a disagreement regarding any aspect of the Engineer's Services or any instructions given under the Agreement, the Engineer may give notice of its dispute in writing to the City requesting a decision. Such notice shall be delivered to the City within fourteen days of the event giving rise to the disagreement or receipt of the instructions. Pending such decision, the Engineer shall continue to perform the Services in accordance with the instructions of the City, who shall give its decision in writing to the Engineer within thirty days of receiving the said notice. In the event that the Engineer is dissatisfied with the decision, he shall continue to perform the Services and may within 14 days' receipt of the decision, submit a written request to the City Administrator to review the matter in dispute. The City Administrator and the Engineer may appoint a mutually acceptable person to mediate in the dispute.

8.2 Arbitration

- (a) In the event a dispute arising between the parties has not been resolved pursuant to TC 8.1, such dispute shall be referred to a single Arbitrator, in accordance with the Arbitration Act of the Northwest Territories, subject to the following provisions:
 - (i) the party referring the dispute for arbitration shall notify the other party in writing of its intention to refer the matter, within thirty days of a decision rendered in accordance with TC 8.1;
 - (ii) the terms of reference for arbitration shall be those areas of dispute referred to in the initial notice which remain in dispute;
 - (iii) the City and the Engineer shall, within fifteen days of the establishment of the terms of reference, appoint a single arbitrator to deal with the dispute;
 - (iv) within sixty days of the appointment of the arbitrator, or such further period as may be agreed upon by the parties, the arbitrator shall resolve all matters in dispute in accordance with the terms of reference;
 - (v) the decision of the arbitrator shall be final and binding upon the parties who covenant that their disputes shall be so decided by arbitration alone and not by recourse to any court by way of action at law, and
 - (vi) the costs of the arbitrator shall be borne by each party as specified by the arbitrator.
- (b) Unless instructed otherwise in writing by the City, the Engineer shall continue to carry out the Services during any arbitration proceedings.

9.0 SUSPENSION AND TERMINATION

9.1 Suspension of Services

- (a) The City may require the Engineer to suspend performance of the Agreement for a specified or unspecified period by giving written notice of suspension to the Engineer.
- (b) During the period of suspension the Engineer shall minimize their payroll costs and operating expenses and within ten days' receipt of the notice of suspension, deliver to the City a schedule of net expenses in respect of which they claim to be reimbursed. The City will give due consideration to the claim and will make such payment as seems in the opinion of the City to compensate the Engineer for reasonable costs and expenses incurred during the period of suspension.
- (c) If the period of suspension is sixty days or less, the Engineer shall, upon the expiration of that period, resume the performance of the Agreement.
- (d) If the period of suspension is more than sixty days, and if the City and the Engineer agree that the performance of the Agreement will be continued by the Engineer, the Engineer shall resume performance of the Agreement subject to any terms and conditions agreed upon by the City and the Engineer. If agreement cannot be reached to continue the Agreement, the notice of suspension shall be deemed to be a notice of termination.
- (e) When requested by the City, the Engineer is to continue to perform the Services whenever strikes, lockouts or other labour disputes occur. The City is not obligated to pay for any additional costs which are not properly substantiated which may be borne by the Engineer as a consequence of strikes, lockouts or other labour disputes.

9.2 Termination of Agreement

- (a) The City may terminate this Agreement at any time by giving a written notice of termination to the Engineer. When a written notice is received by the Engineer, the Engineer shall, subject to any conditions stipulated in the notice, forthwith cease all operations in performance of the Agreement.
- (b) If the City terminates the Agreement because of default by the Engineer, the insolvency of or the commission of an act of bankruptcy by the Engineer, the Engineer shall be liable to and upon demand therefore, pay to the City an amount equal to all loss and damage suffered by the City by reason of the non-completion of the Services by the Engineer. If the Engineer fails to pay for such loss or damage on demand, the City shall be entitled to deduct the same from any payments due and payable to the Engineer. Termination hereunder does not operate so as to relieve or discharge the Engineer from any obligation under the Agreement or imposed upon it by law in respect to the Services or any portion thereof which have been completed.

- (c) In the event of termination, the City will pay, and the Engineer will accept, in full settlement of all claims, an amount calculated under the terms of the Agreement specified for that phase or a proportionate part thereof based on the Services performed, together with such further amount as will, in the opinion of the City, compensate the Engineer for reasonable expenses continuing after the date of termination.
- (d) Unless otherwise stated herein, the Engineer's Services shall be considered complete after the one year warranty period expires or whenever corrections required of the Contractor at the end of this period are completed, or after the certificate of Final Completion is issued, whichever is the later.
- (e) It is further agreed, and the Engineer acknowledges, that in the event of termination, the Engineer shall, unless otherwise instructed, deliver to the City a reproducible copy of all Project documents used by the Engineer or prepared by the Engineer in a format acceptable to the City.

10.0 INDEMNIFICATION AND INSURANCE

10.1 Indemnification

The Engineer shall indemnify and save harmless the City and all agents, officers, servants and employees of the City from and against all claims, losses, damages, costs, actions and other proceedings, made, sustained, brought or prosecuted in any manner based upon, occasioned by or attributable to any injury, infringement, including infringement of any intellectual property rights, or damage arising from any negligent act or omission of the Engineer, their servants or agents or persons for whom they had assumed responsibility in the performance or purported performance of their services under the Agreement.

10.2 Limitation of Liability

The total amount of all claims the City may have against the Engineer under this Agreement, or arising from the performance or non-performance of the Services under any theory of law, including but not limited to claims for negligence, negligent misrepresentation, and breach of contract, will be limited to the lesser of the fees payable pursuant to this Agreement or the amount of any professional liability insurance the Engineer may have available at the time such claims are made.

In no event will the Engineer be liable for indirect or consequential damages including, without limitation, loss of use or loss of profits.

10.3 **Insurance**

- (a) The Engineer shall, at its own expense, maintain the following insurance policies in respect of the Agreement unless otherwise stipulated:

Comprehensive General Liability	\$2,000,000
Professional Liability - Aggregate Limit	\$1,000,000
Per Claim Limit	\$500,000

- (b) The policies specified herein shall be maintained continuously for the duration of this Agreement in a form acceptable to the City and in accordance with the Insurance Act of the Northwest Territories.
- (c) Within fourteen days' execution of the Agreement, the Engineer shall deliver to the City a Certificate of Insurance, indicating the limits of the Engineer's insurance policies and expiry dates.

Appendix I

***Email Attachment Submitted by Commenter
4 - See Table B1 in Appendix B***



GRACE LAKE
NEIGHBOURHOOD ASSOCIATION
gracelakeneighbourhood@hotmail.com

Ms. Charlsey White
Director, Planning and Development
City of Yellowknife
4807 52 Street
P.O. Box 580
Yellowknife, NT X1A 2N4

May 19, 2021

Dear Ms. White,

We would like to welcome you to Yellowknife and your new position at the City. We hope you come to enjoy living in Yellowknife as much as we do.

As you may be aware, the City of Yellowknife updated its Community Plan in 2019 following an extensive public consultation process. Several residents of the Grace Lake North neighbourhood participated in those consultations and identified the need for visibility, noise and light buffers and barriers wherever residential neighbourhoods exist adjacent to industrial operations. During a November 12, 2019 meeting of the Priorities and Governance Committee, Councillors expressed support for the concept but deferred further discussions to when new zoning and development schemes are considered for designated areas. The Community Plan, which incorporates the general objective of buffering and visual barriers, was adopted by Council in December 2019.

A few weeks ago, we became aware of a Request for Proposal in which the City sought engineering services to complete the design of the Kam Lake Industrial Expansion and administer its construction. The area being proposed is located immediately adjacent to the existing Grace Lake residential neighbourhood. Several residents subsequently reached out to City Council seeking clarification over the lack of consultation with respect to the proposed expansion. We were then, advised by Mayor Alty that the Request for Proposal had been cancelled as it was inadvertently released, given there is more planning work that needs to be undertaken, including development of a Kam Lake Industrial Expansion Development Scheme and Zoning Bylaw amendment, along with opportunities for community engagement.

The Grace Lake subdivision was established in 2013. At the time, the City of Yellowknife described the larger-than-normal residential properties as being opportunities to build homes in a quiet, pristine natural setting located along the shores of Grace Lake, including additional opportunities for active recreation parks to the north of the subdivision in the designated growth reserve area. We feel that the vision is a good faith agreement between two parties and if the City would like to change that vision it needs to engage in discussions with us specifically. Many long-term city residents and business owners seized the opportunity and invested significant personal and financial resources into what has become a unique and quiet family-orientated neighbourhood.

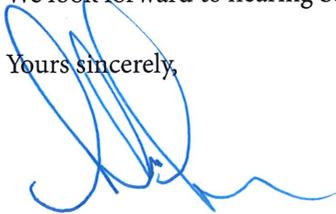
Grace Lake residents generally support economic development and the concept of the Kam Lake Industrial Expansion. However, we are concerned by the suggestion that the proposed minimal green space between the new commercial and light industrial developments and the existing Grace Lake residential neighbourhood is sufficient. We believe this is inconsistent with the original concept of the Grace Lake residential sub-division that was conveyed to potential

purchasers by the City when the properties were being sold, that being a quiet, pristine natural setting with a panoramic view, located along the shores of Grace Lake. We also believe it is inconsistent with several key planning and development objectives outlined in the Community Plan as they relate to avoiding conflicts, safety issues, buffering and visual barriers.

We would appreciate an early opportunity to meet with you and your planning staff to discuss the proposed Kam Lake Industrial Expansion, the status of the Zoning bylaw, while seeking alternatives to the currently proposed buffer. Our objective is not to stop the proposed expansion but to ensure effective planning measures and mechanisms are in place that will enable the existing Grace Lake residential and proposed Kam Lake light industrial and commercial land uses to co-exist while also ensuring previous commitments from the City are taken into consideration.

We look forward to hearing back from you on the important matter.

Yours sincerely,



Shane Langlois

Grace Lake Neighbourhood Association (application pending)
222 Grace Lake Blvd. Yellowknife NT X1A 0G5
867-444-0137

Copy:

Rebecca Alty, Mayor
All Councillors
Joanne Kelly, Member GLN Assoc.
Emery Paquin, Member GLN Assoc.
Barbara Paquin, Member GLN Assoc.
Monte Kehler, Member GLN Assoc.
Alison Brown, Member GLN Assoc.
Mark Henry, Member GLN Assoc.