



City of Humboldt
March 11, 2024 - Special Council Meeting - 05:00 PM

- 1 Call To Order**
- 2 Adopt Agenda**
 - 2.1 Conflict of Interest
- 3 Public Hearing - Contract Zone - KMK Sales Ltd.**
 - 3.1 Suspend Council Meeting
 - 3.2 Public Hearing - Contract Zone - KMK Sales Ltd.
 - 🔗 Report - Public Hearing - Contract Zone - KMK Sales Ltd.
 - 3.3 Resume Meeting
- 4 New Business**
 - 4.1 Recommendation - Community Development Coordinator - Contract Zone - KMK Sales Ltd.
 - 🔗 Report - Contract Zone - KMK Sales Ltd.
- 5 Committee of the Whole**
 - 5.1 Authority
 - 5.2 Present in the Committee of the Whole
 - 5.4 Revert
- 6 Adjourn**



CITY OF HUMBOLDT REPORT

TITLE: Public Hearing – Contract Zone – KMK Sales Ltd.
PREPARED BY: Donna Simpson, Assessor
REVIEWED BY: Joe Day, City Manager
PREPARED FOR: City Council
DATE: March 11th, 2024

RECOMMENDATION:

That this report be accepted for information and filed.

BACKGROUND

The City of Humboldt has received an application to temporarily amend a portion of land owned by KMK Sales Ltd.; legally described as LSD 4-20-37-22-2 Ext 95. This amendment will be completed through a Contract Zone process.

CURRENT SITUATION

Contract Zone: A zoning designation which is subject to an agreement entered into pursuant to the provisions of Section 69 of The Act and shall be indicated on the Zoning District Map by addition of the Bylaw number authorizing agreement after the zoning district designation.

The Contract will be in effect for 36 months ending March 31st, 2027, or by termination of the agreement as governed by Section 69 of *The Planning and Development Act, 2007*. The Contract will affect approximately 2 acres of privately-owned land as shown on Attachment A providing an approximate site plan of the proposed temporary camp. The following uses will be permitted:

- (i) Relocatable Work Camp – non permanent living quarters meant specifically for the purpose of housing workers on a temporary basis at, or near, the location where work will be undertaken.
 - a. The permitted relocatable work camp will be comprised of approximately 10 (ten) “ATCO-style” trailers and is not permitted to exceed 16 (sixteen) total trailer units.
 - b. Temporary laundry/restroom facilities are permitted with the Relocatable Work Camp.
 - c. A temporary kitchen facility is permitted within the Relocatable Work Camp



COMMUNICATION AND ENGAGEMENT

The Notice was posted at City Hall, the City’s web site, and social media platforms for ten clear days prior to the Special Council meeting on March 11th, 2024 at which Council will initially consider the matter. The landowners within 75 meters of the application were notified of the public hearing. Those wishing to submit their comments on this matter must have made their submission to the Acting City Clerk by noon on Thursday, March 7th, 2024.

FINANCIAL IMPLICATION

There is no anticipated financial impact of the recommended action.

CONCLUSION

The Acting City Clerk did not receive any written submission or requests to address Council in regard to this discretionary use application.



CITY OF HUMBOLDT REPORT

TITLE: Contract Zone – Temporary Relocatable Work Camp

PREPARED BY: Tanner Zimmerman, Community Development Coordinator

REVIEWED BY: Joe Day, City Manager

PREPARED FOR: Regular Council

DATE: March 11, 2024

RECOMMENDATION

That a contract zone be approved for thirty-six months ending March 21st, 2027, allowing a portion of a privately-owned lot, legally described as LSD 4-20-37-22-2 Ext 95 to be used for a relocatable work camp.

BACKGROUND

As a part of the city’s new Wastewater treatment facility, the contractors, Con-Tech, have asked to setup a work camp for the duration of construction. They have a separate agreement to use privately-owned land for a forty-person camp.

The Zoning Bylaw, 2016, does not currently note a zone where this type of development may occur. Administration agreed that the most proper way to ensure the safety of residents and the contractors was to enter a thirty-six-month contract zone. Con-Tech has expressed that the work will likely be completed in less time – approximately twenty-four months – but administration is recommending thirty-six months to provide some contingency of this zoning agreement.

The Zoning Bylaw, 2016 defines a Contract Zone as, “A zoning designation which is subject to an agreement entered into pursuant to the provisions of Section 69 of *The Act* shall be indicated on the Zoning District Map by the addition of the Bylaw number authorizing agreement after the zoning district designation.”

CURRENT SITUATION

A contract (Attachment A) has been signed by Mr. Jerry Kopp of KMK Sales Ltd. as the owner of the land. The contract will be in effect for thirty-six months ending March 21st, 2027, or by termination of the Agreement as governed by Section 69 of *The Planning and Development Act, 2007*. The contract will affect a 91.44 × 91.44 metre portion of LSD 4-20-37-22-2 Ext 95 as demonstrated in Attachment B. Administration advises that the

exact location may not be precisely as indicated on the map, because we have been told that the indicated corner is low and located right below the power lines.

The camp is regulated under the following standards:

- (i) Relocatable Work Camp – non-permanent living quarters meant specifically for the purpose of housing workers on a temporary basis at, or near, the location where the work will be undertaken.
 - a. The permitted relocatable work camp will be comprised of approximately 10 (ten) “Atco-Style” trailers, and is not permitted to exceed 16 (sixteen) total trailer units.
 - b. Temporary laundry/restroom facilities are permitted within the Relocatable Work Camp.
 - c. A temporary kitchen facility is permitted within the Relocatable Work Camp.

The contract has made clear that the camp may utilize city water services from Saskatchewan Avenue. If any damage occurs to city property, the owner of the land will be responsible. Disputes will be handled privately through an agreement outside of the City’s jurisdiction.

OPTIONS

- 1. Accept the contract zone allowing the camp to operate anywhere within the designated parcel.
- 2. Accept the contract zone with a fixed location within the designated parcel.
- 3. Refer the matter back to Administration for further details.

ATTACHMENTS

- A. Signed Contract
- B. Map of the proposed site location.

COMMUNICATION AND ENGAGEMENT

Public notice letters were sent to property owners within 75 metres of the designated parcel of land. Additionally, public notice statements were made available on the city website, all City of Humboldt social media accounts, and Discover Humboldt.

FINANCIAL IMPLICATION

There is no anticipated financial impact of the recommended action.

CONCLUSION



The proposed development provides a work camp for up to forty persons. The contractors will be working on a city-owned facility. As the use is temporary, administration is confident in recommending the contract zone's approval.

Attachment A

Contract Zoning Agreement

This Agreement made effective this ___ day of _____, 2024.

Between:

The City of Humboldt a municipal corporation in the Province of Saskatchewan, (“the City”)

– And –

KMK Sales Ltd. operating in the City of Humboldt, in the Province of Saskatchewan (“the Owner”)

Whereas:

A. The Owner is the registered Owner or beneficial Owner of the lands described as follows:

Portion of LSD 4-20-37-22-2 Ext 95

(referred to as the “Land”)

B. The City has an approved Official Community Plan which, pursuant to Section 69 of *The Planning and Development Act, 2007*, Contains guidelines respecting the entering into of agreements for the purpose of accommodating requests for the rezoning of land.

C. The City has agreed, pursuant to the provisions of Section 69 of *The Planning and Development Act, 2007*, to rezone the land described in Schedule A from an FUD District to a R5cz District to allow for the development of the proposal specified in this Agreement.

Now therefore this Agreement witnesseth that the parties hereto covenant and agree as follows:

Land to be Used in Accordance with Agreement

1. The Owner agrees that upon the land being rezoned from FUD District to a R5cz District none of the identified land area will be developed except in accordance with the terms and conditions set out in this Agreement.

Use of Land

2. The Owner agrees that the use of Land shall be limited to the 91.44 × 91.44 meter site identified as Schedule A (Attached).

The Owner further agrees that the use of the Land shall be restricted to the uses specified below:

Permitted Uses

- (i) Relocatable Work Camp – non-permanent living quarters meant specifically for the purpose of housing workers on a temporary basis at, or near, the location where work will be undertaken.
 - a. The permitted relocatable work camp will be comprised of approximately 10 (ten) “ATCO-style” trailers, and is not permitted to exceed 16 (sixteen) total trailer units.

- b. Temporary laundry/restroom facilities are permitted within the Relocatable Work Camp.
- c. A temporary kitchen facility is permitted within the Relocatable Work Camp.

Development Standards

- 3. The development standards applicable to the Land shall be as follows:
 - (a) The number of bedroom units not to exceed forty (40).
 - (b) All parking associated with Relocatable Work Camp must be accommodated on-site.
 - (c) Access to the Land is only granted from Saskatchewan Ave.

Utility Servicing

- 4. Any connection made to city-owned infrastructure must be at locations and to standards prescribed by City Administration prior to connection.
 - a) Unless otherwise agreed-upon by the City of Humboldt, all service connections must be permanently disconnected prior to completion of this contract.
 - b) Any damage caused when connecting/disconnecting from City-owned infrastructure will be the responsibility of the Owner to be paid within one (1) month of contract completion.

Application of Zoning Bylaw

- 5. The Owner covenants and agrees that, except to the extent otherwise specified in this Agreement, the provisions of The City of Humboldt Zoning Bylaw No. 04/2016 as amended from time to time shall apply.

Compliance with Agreement

- 6. The Owner covenants and agrees not to develop or use the Land unless such development, use and construction complies with the provisions of this Agreement.

Disposition Subject to Agreement

- 7. The Owner covenants and agrees that any sale, lease or other disposition or encumbrance of the Land or part thereof shall be made subject to the provisions of this Agreement.

Definitions

- 8. Any word or phrase used in this Agreement which is defined in Zoning Bylaw No. 04/2016 shall have the meaning ascribed to it in the Bylaw.

Departures and Waivers

9. No departure or waiver of the terms of this Agreement shall be deemed to authorize any prior or subsequent departure or waiver, and the City shall not be obliged to continue any departure or waiver or permit subsequent departures or waivers.

Severability

10. If any covenant or provision of this Agreement is deemed to be void or unenforceable in whole or in part, it shall not be deemed to affect or impair the validity of any other covenant or provision of this Agreement.

Governing Law

11. This agreement shall be governed and interpreted in accordance with the laws of the Province of Saskatchewan.

Effective Date of Agreement

12. It is understood by the Owner that the Agreement shall not take effect until:
 - (a) The Council of the City of Humboldt has passed a Bylaw to adopt said agreement; and
 - (b) This Agreement is registered by the City, by way of Interest Registration, against the title to the Land.
13. It is understood by the Owner of that the Agreement is effective until:
 - (a) March 31st, 2027, or,
 - (b) Termination of the Agreement as governed by Section 69 of *The Planning and Development Act, 2007*.

Use Contrary to Agreement

14. (1) The Council of the City of Humboldt may declare this Agreement void where any of the Land or buildings thereon is developed or used in a manner which is contrary to the provisions of the Agreement,
 - (2) If this Agreement is declared void by the Council of the City of Humboldt, the City shall not, by reason thereof, be liable to the Owner or to any other person for any compensation, reimbursement or damages on account of loss or profit, or any account of expenditures, or any other account whatsoever in connection with the Land.

Registration of Interest

15. As the proposed development is considered a temporary use, no registration of title will be required as a condition of this agreement.

Enurement

16. This Agreement shall ensure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.

THE CITY OF HUMBOLDT

Per: _____

Name: Joe Day

Title: City Manager

Date: _____

KMK Sales Ltd.

Per: Jerry Kopp

Name: JERRY KOPP

Date: March 1/24

Attachment B

