

City of Grande Prairie Subdivision and Development Appeal Board

Appeal File Number: SDAB 2026-001D
Appeal By: CommVest Realty Ltd.
Appeal Against: Development Authority of the City of Grande Prairie
Hearing Date: March 18, 2026
Decision Date: March 27, 2026
Board Members: Chair & Presiding Officer: Linda Murphy
Members: Elmer Spilchen and Terri Sudnik

Also Present at the Hearing:

- Charlene Loxam (SDAB Clerk)
- Jessica Sanderson (SDAB Clerk)
- Valerie Norris-Kirk (Access and Privacy Coordinator, City of Grande Prairie)
- Kimberly Brock (Development Officer)
- Alison Downing (Development Officer)
- Amanda Hentges (Lynco / CommVest Realty Ltd)
- Elaine Mills (GP Farmers' Market)
- Chelsea Rach (GP Farmers' Market)
- Kevin Chizik (Phoenix Rising Massage)
- Anita Farnsworth (GP Farmers' Market)
- Mr. Houssian (Subject Building Co-Owner)
- Karen McGriskin (Century 21)
- Darice Rach (GP Farmers' Market)
- Cheryl Schindel (Century 21)
- Les Toews (Genland Building Owner)
- Marc Tyler (GP Farmers' Market)
- Visar Veliu (Visarco)

Description of the Application:

1. The appeal before the Subdivision and Development Appeal Board was brought by CommVest Realty Ltd.
2. On February 10, 2026, the Development Authority approved Development Permit PL260017 for a temporary change of use to a Farmers' Market, at 10905 100 Street, Grande Prairie, AB T8V 2M9.
3. A variance was approved for the required number of parking stalls (from 15 stalls to 12 stalls - variance of 20%) and reduction of the drive aisle (6.7 metres to 5.99 metres - variance of 10%).
4. The subject parcel is owned by 2374088 Alberta LTD and is designated as CA Arterial Commercial under the City of Grande Prairie's Land Use Bylaw C-1260.

Procedural History:

- 5. The hearing commenced at 9:31 a.m. on March 18, 2026 and concluded on the same date.

Decision:

- 6. The appeal is denied and the decision of the Development Authority is upheld. Development Permit PL260017 is approved.

Submissions:

- 7. The Board received oral and/or written submissions from:
 - a. Kimberly Brock
 - b. Amanda Hentges
 - c. Jim Ciura
 - d. Chelsea Rach
 - e. Elaine Mills
 - f. Cheryl Schindel
 - g. Les Toews
 - h. Kevin Chizik
 - i. Darice Rach
 - j. Marc Tyler
- 8. In addition, the SDAB requested the Development Authority provide clarity on section 76.2 of the Land Use Bylaw and how Development Officers apply it.

Summary of Hearing

Presentations from the Development Authority

- 9. The Development Authority presented written and oral submissions to the Board. In summary, the Development Authority submitted that the SDAB should deny the appeal and uphold the Development Authority's decision to approve PL260017.
- 10. The Development Authority presented:
 - a. A Farmers' Market is a discretionary use within the CA - Arterial Commercial District.
 - b. Hours of Operation will be:
 - i. Friday from 4 p.m. to 7 p.m.
 - ii. Saturday from 10 a.m. to 3 p.m.
 - c. The approval is temporary in nature, limited to an initial six-month term with the ability to extend to a maximum of twelve months only if no adverse impacts are observed.
 - d. The approval included a reduction from 15 stalls to 12 stalls, representing a 20% percent variance.

- i. In considering the parking variance, Administration considered the limited hours of operation, the short duration nature of customer visits, and the availability of shared parking arrangements with the adjacent Home Hardware site.
 - e. The approval also included a reduction in the drive aisle width from 6.7 metres to 5.99 metres, representing a 10% variance.
 - i. The drive aisle reflects an existing site condition that continues to function without operational or safety concerns.
 - f. Seven adjacent property owners were notified and one response was received raising concerns related to parking and traffic.
 - i. These concerns were considered as part of the review. Engineering did not identify concerns and the site is located in a commercial corridor where traffic activity and shared parking are typical.
 - g. Under the Land Use Bylaw Development Officers must consider whether a discretionary use is appropriate having regard to the intent of the district and whether any variances are reasonable and would not unduly interfere with neighbouring properties.
 - h. Administration determined that the development aligns with the intent of the CA District, the variances are reasonable and the temporary approval allows impacts to be monitored.
- 11. The panel asked the following questions of the Development Authority:
 - a. On traffic, that corner can be a challenge. Is there any ability to have people assist with traffic control?
 - i. There wouldn't be anything in the Land Use Bylaw or regulations to do that, with the extent that this permit would control.
 - ii. The City has bylaw and traffic enforcement with procedures they follow for illegal activity.
 - iii. Routinely if there are issues with traffic, they would put crews in that area and deal with specific instances.
 - iv. It wouldn't be part of this development permit.
- 12. During their closing statements, development presented:
 - a. While the application is a discretionary use and required a variance, most uses in that district on that property would require a variance for the parking.
 - b. Even a new retail store would use the same calculation for parking that they use for the Farmers' Market.

- c. Therefore, Administration determined that the development is consistent with the intent of the district; which supports a wide range of commercial activities along major transportation corridors, serving broader community and traffic generation and customer turnover are anticipated characteristics of that district and the area.

Presentations from the Applicant

- 13. Chelsea Rach and Elaine Mills presented an oral submission to the Board on behalf of the Farmers' Market.
- 14. The Applicant presented:
 - a. They are looking for a commercial property and this is the best property they could find in a central location.
 - b. Typically, when people visit the Farmers' Market, turn around is quite quick.
 - i. Unlike Downtown where there was a food court and people would stay or gather.
 - c. Vendors are aware that they will need to park away from the properties and to not impede on anyone's parking.
 - d. They feel that applying for the variance for less parking spots won't affect the neighbouring businesses because they have the support of Home Hardware.
 - i. They reached out to Home Hardware and Home Hardware said they would allow the Farmers' Market to use their parking lot as well.
 - ii. They said they have a letter from Home Hardware stating this.
 - e. Operate for limited hours (out of the entire week it's only eight hours that they will be there):
 - i. Friday from 4 p.m. to 7 p.m.
 - ii. Saturday from 10 a.m. to 3 p.m.
 - f. They said they will be monitoring the parking, especially for the vendors. They have already told vendors that they aren't allowed to park in the front.
 - g. They gave one letter to the physiotherapist next door and Home Hardware.
 - h. They said they are willing to work with their neighbours to ensure the Farmers' Market's patrons don't use their parking.
 - i. They have volunteers already who are willing to go out and ticket people if they don't abide by the rules.
 - j. They said they have made it clear to the vendors about the parking and will be enforcing it.

- i. They will allow the vendors to unload before the Market on previous days so they are not jamming up the parking. It will be a certain number of vendors so there is no clutter of vehicles out front.
- 15. The panel asked the following questions of the Applicant:
 - a. Is the agreement with Home Hardware, written or verbal?
 - i. The Applicant answered, they have a letter in writing.
 - b. Do you know the number of parking stalls at Home Hardware?
 - i. The Applicant estimated it is over 100.
 - c. How many vendors will there be at the Farmers' Market?
 - i. On the floorplan there is a total of 30 stalls/spaces.
 - ii. The spaces were done on a 6 x 8 foot space, giving 2 feet at the back so they would have room to get out of booths safely.
 - iii. Some of their producers are given extra space, so they won't end up with 30 spaces, per se.
 - iv. The booths are 48 square feet. Meat and produce are given 1.5 spaces.
 - v. The Applicant confirmed it will be less than 30.
 - d. How many people do you think are at the site at any point?
 - i. At Evergreen Park it was substantially less.
 - ii. At Tara Centre, at Clarkson Hall, the space was smaller and seemed like a lot more people.
 - iii. At the Prairie Mall, traffic like they never had but most are not buying.
 - iv. People who utilized the transit system couldn't get to Evergreen Park and are coming to the mall.
 - v. Seeing a lot of senior customers at the mall - bus customers. They don't impact parking.
 - vi. Hard to say how much traffic there will be.
 - vii. Downtown on Friday at 5 p.m., the Farmers' Market was quiet.
 - viii. Initial 3:45 - 4:45 rush and then it gets quiet.
 - ix. They used to be open until eight but cut hours back to seven.
 - x. Saturday mornings are the same, in winter it's slow until 12 p.m. then from 12-3 there is more traffic.
 - xi. They presented that they can't say exactly how many people go through.
 - xii. Not having a food court cuts down on the time people spend there.

- xiii. A lot of vendors have started doing preorders to solidifying orders. People know what they are getting and are gone.
- e. You've mentioned volunteers monitoring parking - how will they evaluate?
 - i. They have people who have been at the Farmers' Market for a long time. They have had parking issues Downtown.
 - ii. They had a couple of vendors who were good at figuring out who's vehicle it was and getting obstructions cleared out.
 - iii. They have a couple of volunteers who are willing to go out; one the first hour, the other for the second hour.
 - iv. If it became an issue, they have looked into security companies to go out to moderate the parking.
- f. I'm looking for logistics and the impact to the adjacent neighbours. Can you tell me if you have a proposal for additional signage and parking?
 - i. They utilized 911 Industrial Downtown and spoke to them to see if it would be something they would take on - it is.
 - ii. They stated they had another conversation with Reed from Postcard Portables to rent a sign for "Farmers' Market Parking", and if they can, get another sign for the other side saying, "Overflow Parking".
 - iii. They plan on doing a Live to explain the parking to people. They can change their radio ad with Big Country to add where parking is.
- g. Explain to me, when you say having under 30 vendors, the overall strategy and logistics plan for those vendors to get in and out the day of? Where will their vehicles park?
 - i. They said they have a lot of senior vendors that will come together in one vehicle.
 - ii. There is a gym down the road, with a parking lot behind them, and they've gotten permission to park there.
 - iii. There is a gravel lot behind OMG cupcakes they were told could be used for parking.
 - iv. They have volunteers to pick people up and bring them to the Market and then park away from the Market.
- h. Where is the closest bus stop?
 - i. Down the road, in front of the church.
- i. Some patrons will ride the bus and walk?
 - o A lot of patrons ride the bus.
 - o Biking is a big thing in the summer.

- j. To be clear, you are not proposing additional signage?
 - o They indicated they have people who do signage.
 - o They have contacts/companies that have done a lot of signage for them.
 - o They indicated if the other property owners gave them an opportunity to find other companies for quotes for adequate signage that is reasonable they would look into it.
- k. The long-term plan is to return to Downtown June 2027? So, 12 months in total would bring you to?
 - i. They said it would bring them to April.
 - ii. They have already solidified a lease with the Prairie Mall if they are out additional months. Not asking for additional time.
 - iii. Everything is starting to happen for the spring. Had the issues not happened with the insurance company and extending bids, they would have been ahead of time.
 - iv. The company that is now working on the demolition is just waiting on permits. When the permits are granted, the company will be here in 10 days. That is a 12 day project to tear it down. Once the building is down, if everything goes as it should, they can start the work to rebuild.
 - v. The building rebuilding is not an extensive build. It's a 9,000 square foot building with bathrooms, an office, a concrete floor and a coffee space. There is no food court in the new building. It is not a difficult build.

Presentations from the Appellant

- 16. Amanda Hentges presented oral and written submissions to the Board on behalf of CommVest Realty Ltd., managing the Genland Building.
- 17. The Appellant presented:
 - a. They are very cognizant when placing a tenant due to the parking restrictions.
 - b. They barely have enough parking for what they already have.
 - c. If it was a typical office building with regular business hours, it's no issue. They do a lot on weekends and evenings.
 - d. The roadway in front heading to Home Hardware, if a vehicle is parked at the side it will be challenging to get additional traffic past there.
 - e. When the notice first got posted, Hentges reached out to Kevin, the Manager of Home Hardware, who said it would be okay to start with and they'd see how it goes.

- i. Today they may have some kind of letter but questioned if it was a letter that says they can use it for the entire six months and up to twelve months.
 - ii. Hentges said based on her own conversation with Kevin, they're going on to their busier season. Amanda speculated that if it impacts Home Hardware's customers they won't allow it to continue.
 - f. They questioned how people visiting the Market are going to know where they should be parking?
 - g. They said there is not enough parking there to sustain it, and the building should have enough parking at its own site in order to sustain what they are doing.
 - h. They have other properties where they have put up signage to meet compliance with the City's requirements. They take the picture, they get the \$50 charge. Amanda Hentges said that is not something they want to do.
 - i. Appreciate that the Farmers' Market has said that they will ticket and tow but if that's the case what has to happen first is proper signage has to go up.
 - ii. They had a quote done of proper signage so they can do something if someone is parked improperly.
 - iii. The quote they had indicated the cost would be close to \$6,000, which is prohibitive.
 - iv. They have tried to find lower quotes but have so far not been successful.
 - i. Hentges referred to the appeal package where the Farmers' Market indicated they want the Market to operate without impact to traffic or surrounding properties. Hentges does not see how that would be possible.
 - j. They referred to page 28 of the Appeal Package that mentions onsite attendants. They would need attendants at least 30 to 60 minutes prior to opening and after.
 - k. Hentges responded to the comment that it would only be eight hours a week, saying it would also be loading and unloading and perhaps setup and whatnot.
 - i. Jim Ciura called Hentges with a concern that at the back door, they're loading and unloading, it blocks part of his parking.
18. The panel asked the following questions of the Appellant:
- a. Could you provide clarity on signage and fence options? Numbers looked different on the quote.
 - i. There is till tape, extrapolated out.

- b. Fencing. You didn't look at the cost of fencing?
 - i. They weren't sure if fencing would be an option.
 - c. The line on diagram is just a division, not a proposed fence?
 - i. That is correct.
 - ii. They had thought maybe it was something that could be put up. A temporary fence.
 - iii. Quite a bit of traffic zips through the two lots
 - iv. Perhaps fencing would help the traffic stay on that side.
19. Appellant Closing
- a. Responded to the final statement from the Development Authority.
 - b. A Farmers' Market isn't a typical retail location. It's an intensive number of visitors for a short period of time.

Presentations in Favour of the Appeal

20. Cheryl Schindel, representing Century 21, across the road from the subject property, presented an oral submission.
- a. They stated the Farmers' Market is a valued service to the whole community and their building burning down is a travesty.
 - b. Schindel agreed with Hentges' concerns on parking and access
 - i. The building had seen a number of owners, including Wild Bills, they had business that people came and went but not the amount of people.
 - c. They stated they think the parking issue will become overwhelming and cause grief and strife.
 - d. Schindel stated the building is probably good for the Farmers' Market, but the access to the frontage roads with how Grande Prairie has grown, means people have to be very careful. If cars are moving in and out of there frequently there could be a safety issue above and beyond the parking.
 - e. Schindel expressed concern that if this doesn't work out, they'll just be uprooted again.
21. Les Toews, the owner of the GenLand building, presented an oral submission.
- a. They presented that they purchased the building recently and have less familiarity with the parking situation.
 - b. They indicated they are in favour of the appeal as presented by Hentges.

- c. Toews said they are concerned that if this is extended into the winter, it could be another conversation with snow removal issues.
22. Kevin Chizik representing Phoenix Rising Massage, the property next to the subject property, presented an oral submission.
- a. They agree with everything that was said. Both that the Farmers' Market is incredibly important and all the presentations on the parking.
 - b. Chizik asked if the Farmers' Market could extend their hours.
 - c. They presented it is hard to differentiate parking in the lot, and they see people park on that side. They indicated they can see them do so and talk to them, but don't know if that will be possible for the Farmers' Market.
 - i. They indicated they liked the idea of attendants.
 - d. They speculated that people will just park wherever they can because they intend to be quick.
 - e. Chizik presented that their clients' appointments are based on 60 or 90 minute slots. If someone is three minutes late because of parking they lose from their massage time, which will upset a lot of people.
 - f. They presented that people who aren't customers of either building also drive through the parking lots. People will use it to go from Home Hardware to KFC without going back to the City road.
 - g. Chizik speculated that they could see people bumper to bumper dropping off people at the Market. They indicated it would only take three cars to block all of his parking spots.
 - h. They presented that there are more concerns that come with the traffic flow than just the actual physical parking spots.
 - i. They presented that the concern is the amount of people.
 - j. Chizik said they like that it is limited hours and the idea of working together but they don't know how it will work.
 - k. Chizik presented people who he has spoken to, who have seen the signs, have said they used to not go because of parking issues when they had 60 spots, now with 12 spots it will be worse. They presented even the Farmers' Market's customers have concerns.

Presentations in Opposition of the Appeal

23. Darice Rach representing the Grande Prairie Farmers' Market, presented an oral submission.
 - a. They first presented to address concerns raised during the hearing:
 - i. Regarding the hours proposed from the Farmers' Market, they presented that they cannot stray from those hours.
 - A. The hours are set in December 2025 for the entire year of 2026.
 - B. The hours are strictly regulated through Alberta Agriculture.
 - C. They cannot do any special events throughout the year.
 - ii. In terms of loading and unloading they presented:
 - A. They are extending the load in time to their vendors on Thursdays from 9-3 to reduce influx of vehicles on Friday.
 - B. The side door of the building cannot be utilized because they must have a clear shot to the emergency exit. Nothing will be back there so no reason for someone to unload in the alley.
 - C. Loading will take place through the front door only.
 - iii. In regards to looking for other property they presented:
 - A. They have been looking for a building since November.
 - B. They stated they looked at the ATCO building and other buildings.
 - C. They indicated they looked at Peavey Mart, which was \$30,000/month and beyond the scope of what they can do even if they wanted to.
 - D. This building is affordable.
 - iv. In regards to parking, they presented:
 - A. They are willing to work with the neighbours.
 - B. They are willing to have people outside moderating the parking. They can have them there half an hour before.
 - C. That their vendors know they will not be able to park near the building or in the Home Hardware parking lot on the other side. Older vendors have been given the option to buddy up, so they are dropped off and whoever drove the vehicle will drive away to park it.
 - b. They presented that when they applied for the permits in January they had no idea what was happening with the Market. They had internal insurance issues where adjusters and companies were fired, which extended the dates to tear the building down.

- c. They presented they solidified a bid to have the building torn down and the building will be torn down within 30 days.
 - i. Once the building is torn down, they have a scope in place to build a new Market where the old location was.
 - d. They presented in terms of advertising where they are going and why they haven't said anything about moving to the building.
 - i. They do not want to upset anyone. They're trying to explain in a diplomatic way that they are being supported. If they post it and then it doesn't happen, there will be negative comments.
 - e. Rach presented that if they cannot get back into their building in 12 months, they can go back to the Prairie Mall.
 - f. They presented that customers have told them, when they were at Evergreen Park, that they want the Farmers' Market back in the City and fielding 200-300 phone calls from residents asking why they are not back in town.
 - g. Rach presented that they are in the Prairie Mall in the interim but they are breaking rules to allow them to be there. They're twisting the rules for the time being and extended the lease for 30 days while this hearing goes on.
 - h. If signage is necessary, they have people who do that for the Market. There was a vendor who said he could work on a fence if it is a requirement.
 - i. Rach said in her conversation with Kevin from Home Hardware, his concern wasn't the amount of traffic, it was vendors utilizing his parking. Their vendors know if they use that parking their tenancy with the Farmers' Market will be terminated.
 - j. They said the agreement is important to 50 or 30 or however many businesses they will have there.
 - k. Rach spoke to a leasing company out of Edmonton. They looked at the old IGA but can't go there because there is Safeway, because we have produce. They looked at property up by Sears but can't go there because of Safeway.
 - l. They presented, in regards to snow removal, that they already have a company that is willing to do the snow removal; the Farmers' Market will be responsible for all the snow removal in the parking lot.
24. Marc Tyler representing himself, presented an oral submission.
- a. Tyler said that everybody works to support local small businesses. When you see the amount of work people put in its astounding.
 - b. They presented that seeing the support and the opportunity to come back stronger and rise - it's an example for everyone else.

- c. This is a temporary measure because finding accommodation elsewhere has been incredibly difficult.
- d. They asked, are we only here because of parking? The bigger the City gets the more you will have people wanting to establish themselves in a community.
- e. Tyler asked that the Farmers' Market is given a chance to move forward.

Question from Board:

- 25. The panel asked the following question of the Owner of the building:
 - a. The Farmers' Market said they had a plan regarding snow removal. Snow removal can mean many things to many people. I want to hear from you what that means for snow removal from, realistically, it could be from October until April.
 - i. Snow removal would be hauling it away, that's what the contract says they can do.
 - b. Totally removed within the time it falls from the sky to the ground?
 - i. Every time they would clear the property.

Request for Additional Information

After the Hearing concluded, the panel asked two additional questions of the Development Authority and was provided the following answers:

- 26. Please address section 76.2 (Combined or Shared Parking) of the Land Use Bylaw.
 - a. Administration considered Section 76.2 of Land Use Bylaw C-1260 respecting shared or combined parking. However, in this case, a formal shared parking agreement was not pursued.
 - b. Instead, the application was evaluated through the variance process. Typically, Administration would require either a formal shared parking agreement to meet the bylaw requirements, or a variance where appropriate, but not both simultaneously.
 - c. Given that this is a temporary approval, Administration determined that pursuing a variance was the more appropriate approach because the agreement would only cover the three parking stalls that were deficient. The variance allows the Development Authority to assess the reduced parking supply directly, while the adjacent Home Hardware parking availability provides additional context supporting that decision.

- d. They could consider this approach; a condition could be added to the Development Permit requiring a shared parking agreement. The Development Permit would not be valid until the agreement is executed. A shared parking arrangement would require a formal legal agreement between the affected property owners, prepared by a lawyer and registered on title for both properties to ensure it is enforceable and runs with the land.
 - e. Potential Risks:
 - i. If the Applicant or adjacent property owner is unable or unwilling to enter into the agreement, the condition would not be satisfied, and the Development Permit could not be acted upon. As a result, the use would not be able to operate.
 - ii. Delays in preparing and registering an agreement would mean the Development Permit cannot be acted upon, preventing the business from opening.
27. Further to that, would there be any complications with Home Hardware's own parking requirements (under their permit), if they allowed those three stalls to be dedicated to the Farmers' Market?
- a. No, there would not be any complications with Home Hardware's own parking requirements if they allocated the three stalls to the Farmers' Market.
28. For the Variance Application could you clarify point 3 (i.e. on site attendants and regular monitoring)?
- a. The Land Use Bylaw does not require parking attendants, monitoring, or operational management measures for proposed developments.
 - b. The question within the variance application asks how potential impacts may be minimized. In response, the Applicant indicated that on-site attendants, signage, and general monitoring would be used to help manage parking demand and reduce the likelihood of spillover onto adjacent properties.
 - c. Administration acknowledges these measures as part of the Applicant's submission, but they were not relied upon in the decision to support the variance.
 - d. Administration's support for the parking variance was based on planning considerations, including the limited hours of operation, the short-duration nature of visits, the commercial context of the site, and the temporary nature of the approval, which allows for monitoring of actual impacts.

Reasons for Decision

29. The Board notes that its jurisdiction is found in section 687(3) of the *Municipal Government Act*.
30. In determining this appeal, the Board considered all the relevant provincial legislation, land use policies, City of Grande Prairie Bylaws, planning evidence submitted to the Board and presented at the hearing, the arguments made, and the circumstances and merits of the application.
31. The Board considered, that, under section 24.11 of the Land Use Bylaw, a Development Officer may cancel or suspend a Development Permit if the application contained a material misrepresentation.
32. A Farmers' Market is consistent with the intent of the district as outlined in the CA - Arterial Commercial District of the Land Use Bylaw C-1260.
33. The use is compatible with the surrounding commercial development, being located within an established commercial corridor.
34. The Development Authority presented that the variance of 20% (from the required 15 parking stalls to 12 parking stalls) is a reasonable considering the limited hours and short duration nature of customer visits. The Appellant expressed concerns that the parking would be insufficient. The Board did not receive cogent evidence that three less parking stalls would interfere with or affect the use of adjacent properties.
35. The Board considered the conditions of approval of the development permit and agrees with the temporary nature of the issuance. The Board agrees with the provision that the permit only be automatically extended for an additional six months if, "in the opinion of the Development Authority, no adverse impacts to adjacent properties or surrounding lands are observed during the period and the development remains in compliance with all applicable regulations."
36. Overall, the Board finds that the planning evidence demonstrates that the Applicant's proposed development and variance is compliant with the requirements of the Land Use Bylaw C-1260 and meets the requirements of the CA - Arterial Commercial District. Accordingly, the Board finds that, with the conditions indicated in the permit, the development permit application warrants approval.

Conclusion

For the reasons set out above, the appeal is denied, and the decision of the Development Authority is upheld. Development Permit PL260017 is approved.

"L. Murphy" (signed)

Linda Murphy, Chair

March 27, 2026

Date