Agenda - Council - September 28, 2005

Report - Standing Policy Committee on Property and Development - September 12, 2005

Item No. 7 Rezoning - 1800 Chevrier Boulevard
File DAZ 223/2005

STANDING COMMITTEE RECOMMENDATION:

On September 21, 2005, the Executive Policy Committee concurred in the recommendations of the Standing Policy Committee on Property and Development and the City Centre Community Committee and submits the following to Council:

1. That The Winnipeg Zoning By-law No. 6400/94 be amended by rezoning the subject land as shown on Schedule "A" for File DAZ 223/2005 dated June 24, 2005, to an "M1" Industrial District provided that the applicant enter into a Zoning Agreement with the City of Winnipeg pursuant to Subsection 240(1) of The City of Winnipeg Charter to provide for the following:

    A. That final plans showing the details of building elevations and materials, landscaping, signage, fencing, lighting, parking layout and internal vehicular circulation shall be submitted to the Director of Planning, Property and Development and the Director of Public Works for plan approval prior to the issuance of any building or development permit and thereafter to be maintained to the satisfaction of the Director of Planning, Property and Development.

2. That the applicant enter into a Development Agreement with the City of Winnipeg containing the conditions outlined in the report of the Administrative Coordinating Group dated June 28, 2005, namely:

    A. That the Developer may take access off both Prestwick Drive and Chevrier Boulevard.

    B. That the Developer shall pay its share of the cost of the regional land drainage system (2005 rate = $6,479.00/acre).

    C. That the Developer shall pay its share of the cost of the existing watermain in Chevrier Boulevard on the basis of the current Local Improvement rate therefore ($38.00/foot).

    D. That if required, the Developer shall at no expense to the City extend and/or upgrade the land drainage sewer in Prestwick Drive as determined by the Director of Water and Waste.

Report - Standing Policy Committee on Property and Development - September 12, 2005

E. That the Developer shall, at no expense to the City, cause underground electrical and telephone services to be installed to serve the proposed development to the satisfaction of the Director of Public Works.

F. That the Developer shall pay all costs associated with the relocation of streetlights and other utilities made necessary as a result of or required to accommodate works which are to be constructed by the Developer to serve the proposed development as determined by and to the satisfaction of the Director of Public Works.

G. That the Developer shall, at no expense to the City, be responsible to control and to initiate the cleanup of litter and refuse from the contractors and builders for the development, both on-site and off-site, during the installation of services and construction of houses, until completion of all construction. The clean up of litter and refuse shall be done on a regular basis as determined by the Director of Public Works. This shall include initiating action and assuming all costs in remedying the situation to the satisfaction of the Director of Public Works.

H. That the Developer shall, at no expense to the City, ensure that construction traffic uses routes as determined by the Director of Public Works. The Developer shall maintain, at no expense to the City, the access routes in a clean dust free condition, free of dropped and tracked-on mud, and shall undertake regular cleaning of streets until building construction, including landscaping, is complete, all as determined by and to the satisfaction of the Director of Public Works.

I. That the Developer shall pay the full cost of engineering services provided by or on behalf of the City in connection with the installation of services required to serve the proposed development.

J. That the Developer shall pay $1,200.00 per acre to defray the City's administration and related costs associated with the preparation and implementation of the Development Agreement.

3. That a ten percent (10%) dedication be made by a payment of a sum of money to the City in lieu of the requirement for land dedication based on the increase in the market value of the land.

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4. That in the event the application is not proceeded with expeditiously and the by-law is not enacted within twenty-four (24) months after adoption of the report by Council, the matter shall be deemed to be concluded and shall not be proceeded with unless an extension of time is applied for prior to the expiry of this twenty-four (24) month period and the extension is subsequently approved by Council.

5. That the City Solicitor/Manager of Legal Services be requested to prepare the necessary rezoning by-law and forward same to Council for all three readings.

6. That the rezoning by-law shall come into effect when the Development Agreement has been registered by caveat against the subject land at the Winnipeg Land Titles Office, provided that the said effective date occurs within twenty-four (24) months from the date that the said rezoning by-law is adopted by Council.

7. That the Proper Officers of the City are hereby authorized to execute said Development Agreement.

8. That the City Solicitor/Manager of Legal Services be requested to do all things necessary for implementation in accordance with the terms of The City of Winnipeg Charter.

Report - Standing Policy Committee on Property and Development - September 12, 2005

DECISION MAKING HISTORY:

EXECUTIVE POLICY COMMITTEE RECOMMENDATION:

On September 21, 2005, the Executive Policy Committee concurred in the recommendations of the Standing Policy Committee on Property and Development and the City Centre Community Committee and submitted the matter to Council.

STANDING COMMITTEE RECOMMENDATION:

On September 12, 2005, the Standing Policy Committee on Property and Development concurred in the recommendation of the City Centre Community Committee and submitted the matter to the Executive Policy Committee and Council.

COMMUNITY COMMITTEE RECOMMENDATION:

On July 26, 2005, the City Centre Community Committee concurred in the administrative recommendation with the following amendment, namely:

- That Recommendation 1 of the Administrative Coordinating Group Report be deleted in its entirety and replaced with the following, namely:

    "1. That the Developer may take access off both Prestwick Drive and Chevrier Boulevard."

and submitted its recommendation to the Standing Policy Committee on Property and Development.

On July 5, 2005 the City Centre Community Committee adjourned the matter to a Special Meeting on July 26, 2005.

RE: **Rezoning - 1800 Chevrier Boulevard**
File DAZ 223/2005 [c/r DAV 132861/2005D]
]

For submission to: **The Standing Policy Committee on Property and Development**

Prepared by: **Josie Marques, Clerk,**
City Centre Community Committee

Report date: **July 27, 2005**

COMMUNITY COMMITTEE RECOMMENDATION:

On July 26, 2005, the City Centre Community Committee concurred in the administrative recommendation and recommends to the Standing Policy Committee on Property and Development:

1. That The Winnipeg Zoning By-law No. 6400/94 be amended by rezoning the subject land as shown on Schedule "A", for file DAZ 223/2005, dated June 24, 2005, to an "M1" Industrial District, provided that the applicant enter into a Zoning Agreement with the City of Winnipeg pursuant to Subsection 240(1) of The City of Winnipeg Charter, to provide for the following:

   A. That final plans showing the details of building elevations and materials, landscaping, signage, fencing, lighting, parking layout, and internal vehicular circulation, shall be submitted to the Director of Planning Property and Development and the Director of Public Works for plan approval prior to the issuance of any building or development permit; and thereafter to be maintained to the satisfaction of the Director of Planning Property and Development.

2. That the applicant enter into a Development Agreement with the City of Winnipeg containing the conditions outlined in the report of the Administrative Coordinating Group dated June 28, 2005, namely:

   ~~***A. The Developer shall, at no expense to the City, construct portland cement concrete pavement to a radius of 15.0m by 200mm in thickness and all related works in the cul-de-sac all as determined by and to the satisfaction of the Director of Public Works to accommodate Recommendation A. above, or***~~

   ~~***The Developer shall at no expense to the City construct a portland cement pavement to a width of 10.0m by 200mm in thickness and all related works in the Prestwick Drive street extension all as determined by and to the satisfaction of the Director of Public Works to accommodate Recommendation B. above.***~~

A. That the Developer may take access off both Prestwick Drive and Chevrier Boulevard.

B. That the Developer shall pay its share of the cost of the regional land drainage system (2005 rate = $6,479.00/acre).

C. That the Developer shall pay it share of the cost of the existing watermain in Chevrier Boulevard on the basis of the current Local Improvement rate therefore ($38.00/foot).

D. That if required, the Developer shall at no expense to the City extend and/or upgrade the land drainage sewer in Prestwick Drive as determined by the Director of Water and Waste.

E. That the Developer shall, at no expense to the City, cause underground electrical and telephone services to be installed to serve the proposed development to the satisfaction of the Director of Public Works.

F. That the Developer shall pay all costs associated with the relocation of streetlights and other utilities made necessary as a result of or required to accommodate works, which are to be constructed by the Developer to serve the proposed development as determined by and to the satisfaction of the Director of Public Works.

G. That the Developer shall, at no expense to the City, be responsible to control and to initiate the cleanup of litter and refuse from the contractors and builders for the development, both on-site and off-site, during the installation of services and construction of houses, until completion of all construction. The clean up of litter and refuse shall be done on a regular basis as determined by the Director of Public Works. This shall include initiating action and assuming all costs in remedying the situation to the satisfaction of the Director of Public Works.

H. That the Developer shall, at no expense to the City, ensure that construction traffic uses routes as determined by the Director of Public Works. The Developer shall maintain, at no expense to the City, the access routes in a clean dust free condition, free of dropped and tracked-on mud, and shall undertake regular cleaning of streets until building construction, including landscaping is complete, all as determined by and to the satisfaction of the Director of Public Works.

I. That the Developer shall pay the full cost of engineering services provided by or on behalf of the City in connection with the installation of services required to serve the proposed development.

J. That the Developer shall pay $1,200.00 per acre to defray the City's administration and related costs associated with the preparation and implementation of the Development Agreement.

3. That a ten percent (10%) dedication be made by a payment of a sum of money to the City in lieu of the requirement for land dedication based on the increase in the market value of the land.

4. That in the event the application is not proceeded with expeditiously and the by-law is not enacted within twenty-four (24) months after adoption of the report by Council, the matter shall be deemed to be concluded and shall not be proceeded with unless an extension of time is applied for prior to the expiry of this twenty-four (24) month period and the extension is subsequently approved by Council.

5. That the City Solicitor/Manager of Legal Services be requested to prepare the necessary rezoning by-law and forward same to Council for all three readings.

6. That the rezoning by-law shall come into effect when the Development Agreement has been registered by caveat against the subject land at the Winnipeg Land Titles Office, provided that the said effective date occurs within twenty-four (24) months from the date that the said rezoning by-law is adopted by Council.

7. That the Proper Officers of the City are hereby authorized to execute said Development Agreement.

8. That the City Solicitor/Manager of Legal Services be requested to do all things necessary for implementation in accordance with the terms of The City of Winnipeg Charter.

Note: The wording in bold and italics denotes amendments made by the Community Committee.

The City Centre Community Committee provided the following supporting reason(s) for its recommendation:

1. The City Centre Community Committee agreed, after discussion with the applicant and the Administration, that the surrounding area and roadway has changed significantly, and the amendment makes sense.

PUBLIC HEARING SUMMARY

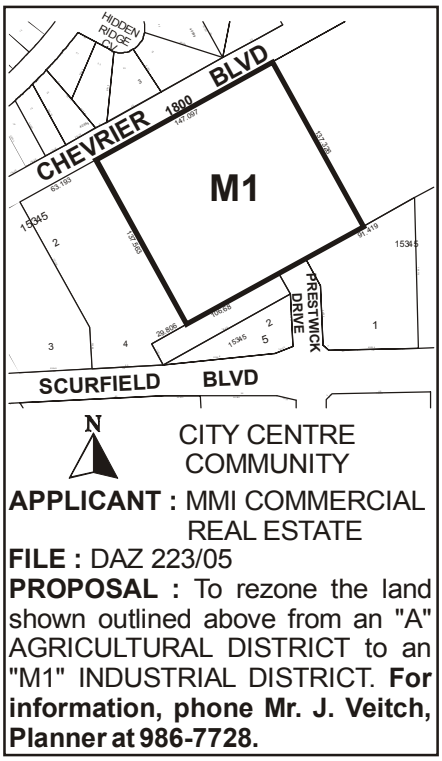
File: DAZ 223/2005 [c/r DAV 132861/2005D]

Before: City Centre Community Committee
Councillor Gerbasi, Chairperson
Councillor Benham
Councillor Smith

Public Hearing: July 5, 2005
Council Chamber, Council Building, 510 Main Street
July 26, 2005
West Committee Room, Council Building, 510 Main Street

Applicant: MMI Commercial Real Estate (Margie Reis)

Subject:



Premises Affected: 1800 Chevrier Boulevard

Exhibits Filed:
1. Application dated January 3, 2005
2. Notification of Public Hearing dated June 7, 2005
3. Manitoba Status of Title 1388551
4. Letter of authorization dated April 21, 2005 from Caspian Construction to MMI Commercial Real Estate Inc.

5. Plan
6. Report from the Manager of Planning and Land Use dated June 24, 2005
7. Report from the Administrative Coordinating Group dated June 28, 2005
8. Inspection Report
9. Site Plan submitted by applicant at the public hearing.

REPRESENTATIONS:

In Support:

Armik and Shaun Babakhanians
David Goyer
Martin McGarry and Margie Reis, MMI Commercial Real Estate

In Opposition

Nil

For the City:

Mr. R. Hartmann, Traffic Assessment Engineer, Public Works Department
Mr. R. Humble, Senior Planner, Planning, Property and Development Department
Mr. C. Torpey, Land Development Administrator, Planning, Property and Development
Mr. J. Veitch, Planner, Planning, Property and Development Department

SUMMARIZATION OF REPRESENTATIONS AND SUBMISSIONS
MADE AT THE PUBLIC HEARING

July 5, 2005

The applicant, Martin McGarry, MMI Commercial Real Estate, appeared in support of the application and gave a brief overview of the proposal. Mr. McGarry stated a concern with the requirement of a cul-de-sac or an extension of Prestwick Drive to Chevrier Boulevard.

In response to Committee's questions, the Senior Planner stated that the Administration saw a strong enough need for the requirement of a cul-de-sac or extension of Prestwick Drive to Chevrier Boulevard that it was included as a condition of approval.

The applicant, Martin McGarry, MMI Commercial Real Estate, appeared in support of the application. Mr. McGarry reiterated his concern with the requirement of a cul-de-sac or extension of Prestwick Drive to Chevrier Boulevard as access provisions.

In response to Committee's questions, the Traffic Assessment Engineer stated that the two access provisions had been in existence since the initial planning and development of the White Ridge Industrial Park. He also stated that the department would not have strong objections to deleting the provisions as the surrounding area had changed significantly over the last 20 years.

The Land Development Administrator stated that Chevrier Boulevard had only been constructed recently, therefore, the option to take access of it had not previously existed.

The Planner stated that since the Public Works Department had formally noted the provisions as a requirement for the development of the subject property, he had supported the recommendation. He also stated that in lieu of the access provisions, extensive landscaping would be asked for along the south property line and any frontage.

In rebuttal, Mr. McGarry, MMI Commercial Real Estate, stated that the proposal could work with access off Chevrier Boulevard and the existing access on Prestwick Drive.

Exhibit "6" referred to in File DAZ 223/2005 [c/r DAV 132861/2005D]

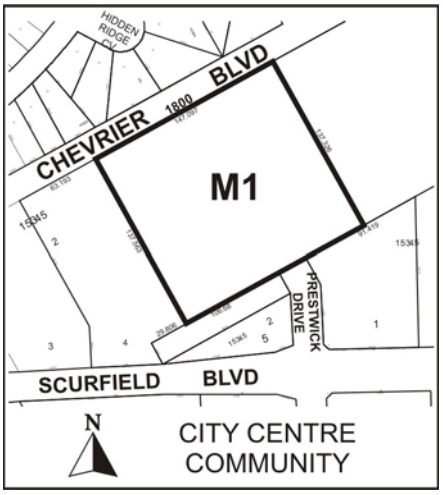
Winnipeg

Planning, Property and Development Department Report

To the City Centre Community Committee

Date: June 24, 2005
File: **DAZ 223/05**
Related Files: **DAV 05-132861D**
Subject: Rezoning application from 'A' Agricultural to 'M1' Industrial to establish a warehouse use.

Location: 1800 Chevrier Boulevard
Legal Description: PT OTM Lot 23 Parish of St. Vital



Applicant: MMI Commercial Real Estate – Margie Reis
Owner: Caspian Construction – Armick Babakhanians

Recommendation: Approved with Conditions

Site Description

Existing Land Use and Zoning

The subject site is approximately 4.98 acres, (20,196.77 square metres) currently vacant and zoned 'A' Agricultural. The property is located in the West Fort Garry Industrial Area and is currently vacant.



Figure 1: Subject Site (Aerial Photograph Flown 2002)

Surrounding Land Use and Zoning

North: Chevrier Boulevard then 'R1-4' Residential
South: Prestwick Drive, 'M1' Industrial, 'A' Agricultural then Scurfield Boulevard
East: 'M2' Industrial
West: 'M1' Industrial

Background

DASZ 47/87 was approved by Council for an Industrial rezoning creating 6 lots and extending Prestwick Drive through the property to Chevrier Boulevard. The applicant did not proceed with the file.

Description of the Proposed Development

The applicant intends to develop the site as a light industrial warehouse facility. The proposal is to construct two buildings; the west building at 51,500 square feet and the east building at 29,750 square feet for a total building area of 81, 250 square feet.

The buildings will be separated by tenant and visitor parking with receiving and loading at the back of each building.

Analysis

Plan Winnipeg Compliance
The subject site is located in a designated industrial policy area and thus complies with Plan Winnipeg.

Compatibility with existing neighbourhood and surrounding uses
The subject site is within the West Fort Garry Industrial Area surrounded by similar industrial uses. Chevrier Boulevard separates it from the Linden Ridge subdivision to the north. The 'M1' Industrial zoning is a higher standard industrial development with all operations contained within an enclosed building, which is appropriate for this site.

Transportation and Site Access
The developer proposes to access the site from Chevrier Boulevard by way of three approaches. The key issue of the completion of Prestwick Drive at the south of the property is, at this point still unresolved. Public Works has outlined specifically what they are willing to accept as outlined in the ACG report dated June 28, 2005. The Planning and Land Use Division has included Public Works as one of the review and approval bodies in the plan approval process to ensure that they are satisfied with the developer's final proposal.

Recommendation

The Planning and Land Use Division recommend approval for the following reasons:

- Complies with Plan Winnipeg
- Compatible with the context
- Public Works will have the ability to review and approve the Developer's final Site Plans

<u>Recommended Conditions of Approval</u>

I. That The Winnipeg Zoning By-law 6400/94 be amended by rezoning the subject land as shown on Schedule "A", for file DAZ 223/05, attached hereto and dated, June 24, 2005, to an "M1" Industrial District, provided that the applicant enter into a Zoning Agreement with the City of Winnipeg pursuant to Subsection 240(1) of The City of Winnipeg

Charter, to provide for the following:

1. That final plans showing the details of building elevations and materials, landscaping, signage, fencing, lighting, parking layout, and internal vehicular circulation, shall be submitted to the Director of Planning Property and Development and the Director of Public Works for plan approval prior to the issuance of any building or development permit; and thereafter to be maintained to the satisfaction of the Director of Planning Property and Development.

II. That the applicant enters into a Development Agreement with the City of Winnipeg containing all the conditions as outlined in the report of the Administrative Coordinating Group dated June 28, 2005.

III. That a ten (10) per cent dedication be made by a payment of a sum of money to the City in lieu of the requirement for land dedication based on the increase in the market value of the land.

IV. That, in the event the application is not proceeded with expeditiously and the by-law is not enacted within twenty-four (24) months after adoption of the report by Council, the matter shall be deemed to be concluded and shall not be proceeded with unless an extension of time is applied for prior to the expiry of this twenty-four (24) month period and the extension is subsequently approved by Council.

V. That the City Solicitor/Manager of Legal Services be requested to prepare the necessary rezoning by-law and forward same to Council for all three readings.

VI. That the rezoning by-law shall come into effect when the Development Agreement has been registered by caveat against the subject land at the Winnipeg Land Titles Office, provided that the said effective date occurs within twenty-four (24) months from the date that the said rezoning by-law is adopted by Council.

VII. That the Proper Officers of the City are hereby authorized to execute said Development Agreement.

VIII. That the City Solicitor/Manager of Legal Services be requested to do all things necessary for implementation in accordance with the terms of The City of Winnipeg Charter.

This Report Submitted by:
Planning, Property and Development Department
Planning and Land Use Division

Report Prepared by: James Veitch, District Planner City Centre
PPD File # DAZ 223/05

Schedule "A"

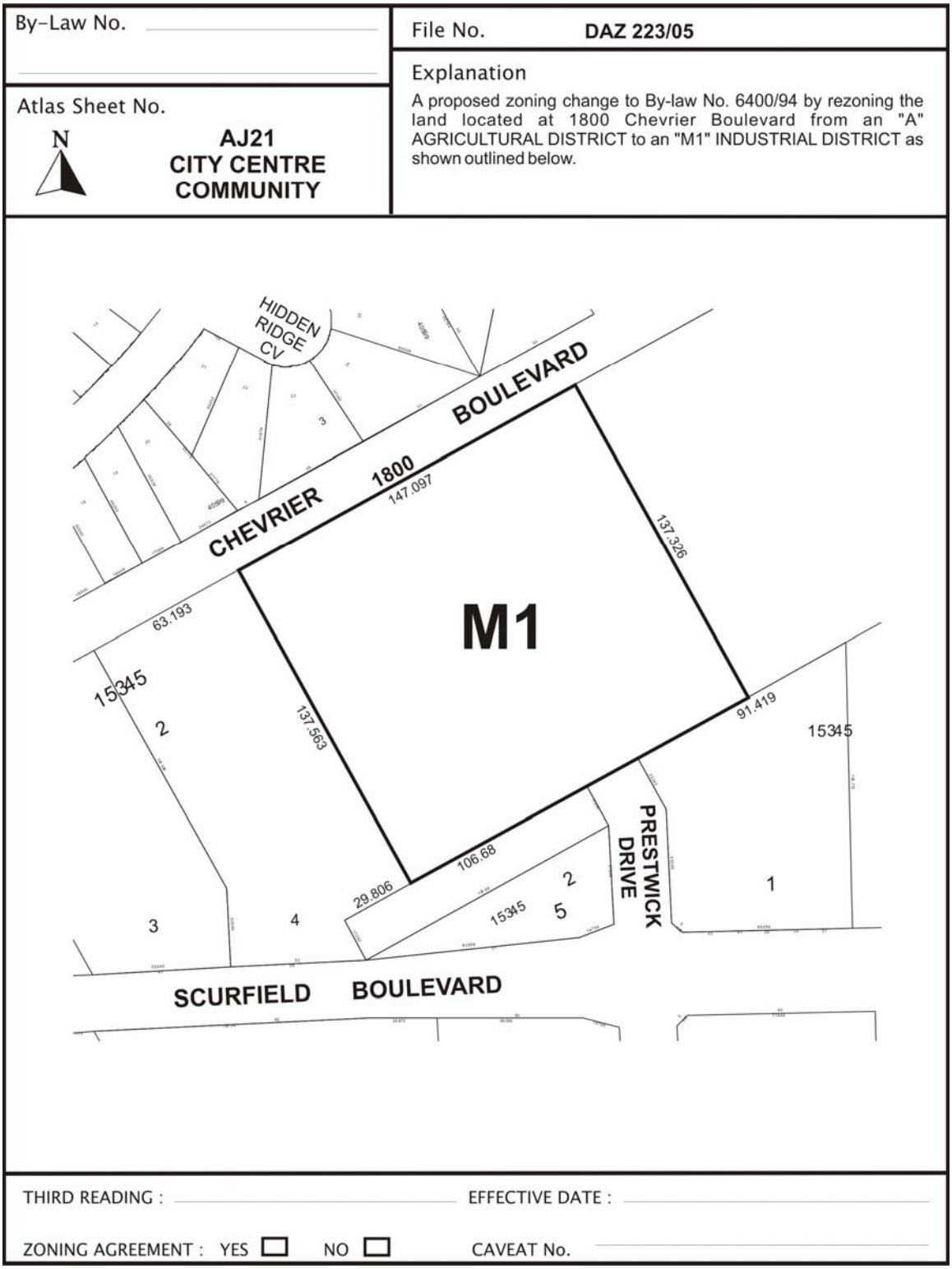


Figure 2: Schedule "A" to the report to the City Centre Community Committee for File No. DAZ 223/2005, dated June 24, 2005.

Exhibit "7" referred to in File DAZ 223/2005 [c/r DAV 132861/2005D]

Re: Proposed rezoning of land located at 1800 Chevrier Boulevard - DAZ 223/05

A. At the time of planning and development of the Whyte Ridge Industrial Park provision was made for Prestwick Drive to extend from Scurfield Boulevard northerly to Chevrier Boulevard so as to accommodate the development of the subject property. A right-of-way for the existing street stub was provided and services were installed in anticipation of the ultimate street extension. At this time, the Developer of the subject property has no desire to extend Prestwick Drive to Chevrier Boulevard, however it is not appropriate to leave the dead-end street stub unfinished with no provision for a turn-around. As such it is recommended that the Developer transfer and legally open, at no cost to the City, property required for a standard industrial type cul-de-sac turn-around to the satisfaction of the Director of Public Works.

B. Should the Developer prefer to extend Prestwick Drive to Chevrier Boulevard, rather than develop a standard industrial cul-de-sac it is recommended that the Developer transfer and legally open, at no cost to the City, property required for a local industrial street, 22.0m in width plus 6.0m by 6.0m right-of-way corner-cuts in the southeast and southwest corners of the intersection of Prestwick Drive and Chevrier Boulevard to the satisfaction of the Director of Public Works.

It is recommended that approval of the amended plan be subject to the Developer entering into a Development Agreement as follows:

1. The Developer shall, at no expense to the City, construct portland cement concrete pavement to a radius of 15.0m by 200mm in thickness and all related works in the cul-de-sac all as determined by and to the satisfaction of the Director of Public Works to accommodate Recommendation A. above, or

   The Developer shall at no expense to the City construct a portland cement pavement to a width of 10.0m by 200mm in thickness and all related works in the Prestwick Drive street extension all as determined by and to the satisfaction of the Director of Public Works to accommodate Recommendation B. above.

1. The Developer shall pay its share of the cost of the regional land drainage system (2005 rate = $6,479.00/acre).

2. The Developer shall pay it share of the cost of the existing watermain in Chevrier Boulevard on the basis of the current Local Improvement rate therefor ($38.00/foot).

3. If required, the Developer shall at no expense to the City extend and/or upgrade the land drainage sewer in Prestwick Drive as determined by the Director of Water and Waste.

4. The Developer shall, at no expense to the City, cause underground electrical and telephone services to be installed to serve the proposed development to the satisfaction of

the Director of Public Works.

5. The Developer shall pay all costs associated with the relocation of streetlights and other utilities made necessary as a result of or required to accommodate works, which are to be constructed by the Developer to serve the proposed development as determined by and to the satisfaction of the Director of Public Works.

6. The Developer shall, at no expense to the City, be responsible to control and to initiate the cleanup of litter and refuse from the contractors and builders for the development, both on-site and off-site, during the installation of services and construction of houses, until completion of all construction. The clean up of litter and refuse shall be done on a regular basis as determined by the Director of Public Works. This shall include initiating action and assuming all costs in remedying the situation to the satisfaction of the Director of Public Works.

7. The Developer shall, at no expense to the City, ensure that construction traffic uses routes as determined by the Director of Public Works. The Developer shall maintain, at no expense to the City, the access routes in a clean dust free condition, free of dropped and tracked-on mud, and shall undertake regular cleaning of streets until building construction, including landscaping is complete, all as determined by and to the satisfaction of the Director of Public Works.

8. The Developer shall pay the full cost of engineering services provided by or on behalf of the City in connection with the installation of services required to serve the proposed development.

10. The Developer shall pay $1,200.00 per acre to defray the City's administration and related costs associated with the preparation and implementation of the Development Agreement.

THIS REPORT SUBMITTED BY:

Administrative Coordinating Group
File No. DAZ 223/05
June 28, 2005

"Original signed by E.L. Carrière"
Land Development Engineer

"Original signed by R.J. Hartmann"
Public Works Department
Transportation Division

"Original signed by K.T. Raban"
Water and Waste Department