Minutes - Executive Policy Committee – September 21, 2006

Minute No. 696
Report - Standing Policy Committee on Property and Development - September 19, 2006

Item No. 9 **Subdivision and Rezoning – north of Devonshire Drive West, west of Plessis Road**
File DASZ 21/2006

EXECUTIVE POLICY COMMITTEE RECOMMENDATION:

The Executive Policy Committee concurred in the recommendations of the Standing Policy Committee on Property and Development and the East Kildonan-Transcona Community Committee and submits the following to Council:

1. That the plan of subdivision proposed under File DASZ 21/2006 be approved for preparation as a plan of subdivision by a Manitoba Land Surveyor in accordance with Schedule "A" for File DASZ 21/2006 dated September 5, 2006, for registration in the Winnipeg Land Titles Office subject to the following:

    A. That the Developer be required to enter into a Development Agreement with the City containing the following conditions, namely:

        i. That the plan be amended as follows:

            1. Kildonan Meadow Drive is to be established as a residential collector street right-of-way width of 22.0 for its entire length from Devonshire Drive to Plessis Road. The portion of Kildonan Meadow Drive west of Sarcee Cove will not require frontage roads for access to the proposed "R1-3.5" single-family development.

            2. Frontage roads are to be accommodated with a minimum right-of-way width of 9.0m and the terminus points of the frontage road are to be located and designed to the satisfaction of the Director of Public Works.

            3. Where single and two family residential lots back onto Plessis Road the said lots are to be established with a minimum depth to provide a minimum rear yard set back of 17.5m and the Zoning Agreement covering these lots is to stipulate a minimum rear yard of 17.5m.

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4. The Developer shall dedicate and legally open property for right-of-way corner cuts in the southwest and northwest corners of the intersection of Kildonan Meadow Drive and Plessis Road as determined by and to the satisfaction of the Director of Public Works.

5. The Developer shall dedicate and legally open property for right-of-way corner cuts measuring 3.0m by 3.0m which are to be provided at each corner of any intersection where the angle is less than 80^0 to the satisfaction of the Director of Public Works.

6. Rights-of-way to accommodate each cul-de-sac turnaround is to be consistent with the dimensions illustrated on Streets and Transportation Drawing ST-90 (revised) or ST-90-A as a minimum.

7. Where proposed residential lots back onto the future Transcona North-South Corridor the said lots are to be established with a minimum depth to provide a minimum rear yard set back of 17.5m. The Zoning Agreement covering these lots is to stipulate a minimum rear yard of 17.5m.

8. The Developer shall dedicate and legally open property for a right-of-way corner cut in the northwest corner of the intersection of Devonshire Drive and Plessis Road as determined by and to the satisfaction of the Director of Public Works.

9. The Developer shall dedicate and legally open property for right-of-way corner cuts in the southwest and northwest corners of the intersection of Plessis Road and the proposed street opposite Spring Meadow Crescent as determined by and to the satisfaction of the Director of Public Works.

ii. That the Developer shall enter into a Development Agreement containing the following:

1. A. The Developer shall at no expense to the City construct watermains, wastewater sewers and land drainage sewers required to serve the proposed subdivision as determined

by and to the satisfaction of the Director of Water and Waste.

B. The Developer shall pay $818.09/acre as its share of the cost of the Kildare Land Drainage Trunk Sewer.

2. The Developer shall, at no expense to the City, construct portland cement concrete pavement to widths of 7.5m and 10.0m and thicknesses of 150mm and 200mm respectively in all streets within the proposed subdivision and all related works including, but not necessarily limited to boulevard landscaping, ornamental street lighting and land drainage sewer, all as determined by and to the satisfaction of the Director of Public Works.

3. The Developer shall, at no expense to the City, construct a portland cement concrete sidewalk to the width of 1.5m by 100mm in thickness on both sides of all streets with a right-of-way width of 22.0m or greater, on the west side of Plessis Road and north side of Devonshire Drive abutting the Planned Area, on both sides of Kildonan Meadow Drive north of Devonshire Drive West, on the east side of Sarcee Cove from Devonshire Drive West to Kildonan Meadow Drive, and on the south side of the first road north of Devonshire Drive West, west of Plessis Road, all as determined by and to the satisfaction of the Director of Public Works.

4. The Developer shall, at no expense to the City, construct portland cement concrete pavements to a width of 6.0m by 150mm in thickness within the frontage roads within the Planned Area, as determined by and to the satisfaction of the Director of Public Works.

5. The Developer shall pay, upon demand by the City, 25% of the cost of the installation of traffic control signals and all related works, at the intersection of Devonshire Drive and Plessis Road including, but not necessarily limited to pedestrian and vehicle actuation, interconnection to adjacent traffic control signals and audible pedestrian signals, all as and when determined by and to the satisfaction of the Director of Public Works.

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6. The Developer shall, on demand by the City, pay the full cost of the installation of a northbound left turn storage lane, plus upstream transition and median opening and all related works at the intersection of Plessis Road and Kildonan Meadow Drive, all as determined by and to the satisfaction of the Director of Public Works.

7. The Developer shall, on demand by the City, pay 50% of the cost of installation of a northbound left turn storage lane, plus upstream transition and median opening, right-turn channelization in the northwest and southwest quadrants of the intersection and all related works at the intersection of Plessis Road and Devonshire Drive, all as determined by and to the satisfaction of the Director of Public Works.

8. A. The Developer shall, at no expense to the City, construct within the rear and/or side yards of all lots abutting the CPR Molson Subdivision, a uniform fence 2.0m in height, to the satisfaction of the Director of Public Works. The Developer is to permit the City to file a caveat against the title of each of these proposed lots abutting the CPR Molson Subdivision requiring the owner(s) to maintain and/or repair or replace the fence as originally constructed, to the satisfaction of the Director of Public Works. Said fence is intended to ensure that "pedestrian trespass" to the tracks does not become a consequence of the subject development, thereby jeopardizing existing and/or future anti-whistling regulations along the subject railway line.

B. The Developer shall, at no expense to the City, construct within the rear yards of all one and two family lots abutting Plessis Road, a uniform noise attenuation fence 2.0m in height, to the satisfaction of the Director of Public Works. The Developer is to permit the City to file a caveat against the title of each of thee proposed lots abutting Plessis Road requiring the owner(s) to maintain and/or repair or replace the fence as originally constructed, to the satisfaction of the Director of Public Works.

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C. The Developer shall, at no expense to the City, construct within the rear yards of the proposed lots abutting the future Transcona North-South Corridor a uniform noise attenuation fence 2.0m in height, to the satisfaction of the Director of Public Works. The Developer is to permit the City to file a caveat against the title of each of these proposed lots abutting the future Transcona North-South Corridor requiring the owner(s) to maintain and/or repair or replace the fence as originally constructed, to the satisfaction of the Director of Public Works.

9. The Developer shall be responsible to control and to initiate the clean up of litter and refuse from the contractors and builders for this development, both on-site and off-site, during the installation of services and construction of buildings, until substantial 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 any costs in remedying the situation to the satisfaction of the Director of Public Works.

10. The Developer shall ensure that construction traffic uses access 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 and safe condition, free of dropped and tracked-on mud, and shall undertake regular scraping and sweeping of streets until building construction, including landscaping is complete, all as determined by and to the satisfaction of the Director of Public Works.

11. The Developer shall, at no expense to the City, cause to be installed standard reflectorized permanent street name signs at each new intersection within or adjacent to the Planned Area, as determined by the Director of Public Works.

12. The Developer shall, at no expense to the City, construct a cul-de-sac type vehicle turnaround at the terminus of each temporarily dead-ended street and provide any right-of-way or easements necessary to accommodate same, all as determined by and to the satisfaction of the Director of Public Works.

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13. The Developer shall, at no expense to the City, erect and maintain barricades and signing across the full width of any temporarily dead-ended streets, due to phasing of development, immediately upon completion of the paving or when house construction has begun, whichever is sooner, as determined by and to the satisfaction of the Director of Public Works.

14. The Developer shall ensure that two paved means of vehicular access are available at all times through all stages of development of the Planned Area to the satisfaction of the Director of Public Works. This may require the construction of temporary roadways and the provision of easements or right-of-way therefore.

15. The Developer shall, at no expense to the City, provide underground electrical and telephone services to serve the proposed subdivision and will pay the full cost to convert any existing overhead services within the proposed subdivision to underground.

16. The Developer shall dedicate a park consisting of approximately 6 acres to the satisfaction of the Director of Planning, Property and Development. The Developer shall provide a master landscape plan and shall landscape the park and provide playground and other amenities in accordance with plans and specifications approved by the Director of Planning, Property and Development and subject to final plan approval by the East Kildonan-Transcona Community Committee. The cost of the amenities shall be credited against the Developer's 8% public open space obligations.

17. 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 subdivision.

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

19. The Developer shall, on demand by the City, pay the full cost of the installation of a northbound left turn storage lane, plus upstream transition and median opening, and all related works at

the intersection of Plessis Road and the proposed street opposite Spring Meadow Crescent, all as determined by and to the satisfaction of the Director of Public Works.

20. The Developer shall *finance and construct the twinning of Plessis Road from Victoria Avenue to Devonshire Drive as determined by and to the satisfaction of the Director of Public Works, including, but not necessarily limited to the following:

i. portland cement concrete pavement and all related works
ii. portland cement concrete sidewalk,
iii. street lighting,
iv. boulevard landscaping,
v. modifications to existing intersections,
vi. all related works

* The City may, at its sole discretion, construct and self-finance the cost of the work.

The twinning of Plessis Road from Victoria Avenue to Devonshire Drive shall be undertaken in accordance with the Stantec Consulting Ltd. Traffic Report as follows:

i. Upon commencement of any development within the proposed plan of subdivision, the improvements in Plessis Road from Victoria Avenue to Kildare Avenue shall commence within the same construction season and be completed that season.
ii. Prior to the commencement of development exceeding 200 units (any combination of single-family and multi-family), the improvements in Plessis Road from Kildare Avenue to Devonshire Drive shall commence and be completed in the same construction season.

The Developer's share of the cost of services above shall be determined in accordance with the provisions of the Development Agreement and the City shall reimburse the Developer for the difference as determined by the Director of Public Works.

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B. That the Developer shall *finance and construct the twinning of Plessis Road from Victoria Avenue to Devonshire Drive as determined by and to the satisfaction of the Director of Public Works.

* The City may, at its sole discretion, construct and self-finance the cost of the work.

The twinning of Plessis Road from Victoria Avenue to Devonshire Drive shall be undertaken in accordance with the Stantec Consulting Ltd. Traffic Report as follows:

i. Upon commencement of any development within the proposed plan of subdivision, the improvements in Plessis Road from Victoria Avenue to Kildare Avenue shall commence within the same construction season and be completed that season.

ii. Prior to the commencement of development exceeding 200 units (any combination of single-family and multi-family), the improvements in Plessis Road from Kildare Avenue to Devonshire Drive shall commence and be completed in the same construction season.

The Developer's share of the cost of services above shall be determined in accordance with the provisions of the Development Agreement and the City shall reimburse the Developer for the difference as determined by the Director of Public Works.

C. That the City will reimburse the Developer the City's share of the cost of the twinning of Plessis Road by 2012 or sooner.

D. That the City will reimburse the Developer the City's share with interest at a borrowing rate acceptable to the City and the Developer, and in accordance with terms approved by City Council prior to the enactment of the subdivision/rezoning by-law for DASZ 21/2006 and that the Chief Administrative Officer be delegated the authority to negotiate these terms and conditions and report back to Council.

2. That the Director of Planning, Property and Development be authorized to certify any documents in connection therewith.

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3. That The Winnipeg Zoning By-Law No. 6400/94 be amended by rezoning the subject land as shown on Schedule "A" for File DASZ 21/2006 dated September 5, 2006, to an "R1-3.5" Single Family Residential District, a "R2" Two Family Residential District, a "RM-4" Multiple Family District, a "C2" Commercial District and a "PR1" Parks and Recreation District subject to the applicant entering into a Zoning Agreement with the City pursuant to Section 240 (1) of The City of Winnipeg Charter to include the following conditions:

   A. That the Developer shall erect a uniform wood fence (2 metre in height) abutting Plessis Road, the future Transcona North-South Corridor and the CPR Molson Subdivision to the satisfaction of the Director of Public Works. Future owners of the individual building lots along this fencing shall be responsible for maintaining this fencing to the satisfaction of the Director of Planning, Property and Development.

   B. That for the land zoned "RM-4" Multiple Family Residential District and the land zoned "C2" Commercial District the development of any building and/or accessory parking area and/or signage, plans shall be submitted showing the location and design of the proposed buildings, the location and design of accessory parking areas, private approaches, garbage enclosures, fencing, landscaping and signage to the East Kildonan-Transcona Community Committee for plan approval prior to the issuance of any building or development permit, and thereafter all to be maintained to the satisfaction of the Director of Planning, Property and Development;

   C. That the commercial land be restricted as follows:
      i. That no building permits shall be issued for any building construction unless or until Plessis Road is twinned from Devonshire north to Spring Meadow Crescent.

      ii. The following uses shall NOT be permitted on the land:

         a. automobile, including motorcycle: rental, sales, including accessory repair, service, installation of supplies/parts
         b. automobile, including motorcycle: supplies/parts, sales
         c. bingo parlour
         d. bowling alley
         e. bus station
         f. contractors' establishment
         g. exterminator

h. farm supplies: sales
i. hotel, including motel, limited to guest rooms
j. machinery/heavy equipment supplies and parts:sales, installation, service
k. mobile home park
l. motors or machines, recreational or utility, including power toboggans, outboard motors, lawn mowers: rental, sale, service
m. parking area, non-accessory
n. pawnshop
o. tattoo parlour
p. terminal for haulage, motor freight station, excluding an intermodal terminal
q. terminal for courier/delivery/ express service, cleaning service, key and lock service, security service, taxi, or similar service

iii. That there shall be no advertising signs, mobile signs, poster signs and A-frame signs on the entire site, except that a mobile sign shall be permitted on the site for a period of thirty (30) days in association with a new occupancy permit.

iv. That no illuminated signage be erected on the west side of the building or the lot.

v. That any free-standing use identification sign not exceed twenty-five (25) feet in height.

vi. That prior to the issuance of any occupancy permits all garbage containers be fully enclosed by a brick/concrete and/or wood barrier fence that is at least 6 inches above the top of the garbage container, and thereafter maintained to the satisfaction of the Director of Planning, Property and Development.

vii. That the Applicant shall erect two 4 foot by 8 foot signs on the vacant subject property indicating the location and zoning of the commercial property within twelve (12) months from the date that the said rezoning by-law is adopted by Council and plans for the signs showing their location and design shall be submitted to Director of Planning, Property and Development for approval; and the signs shall be maintained to the

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satisfaction of the Director of Planning, Property and Development until such time as the land is either rezoned or developed as a commercial land use.

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 by-law in accordance with the above.

6. That the subdivision section of the by-law shall come into force and effect upon execution by the City of Winnipeg of the Development Agreement.

7. That the zoning section of the by-law shall come into force and effect when the Plan of Subdivision has been registered in the Winnipeg Land Titles Office and the Zoning Agreement has been filed by caveat in the Winnipeg Land Titles Office against those lands 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.

8. That the Plan of Subdivision shall be approved and signed by the Director of Planning, Property and Development within two (2) years of the date of passage of the aforementioned by-law.

9. That in the event the necessary City of Winnipeg mylar approval signatures have not been secured within twenty-four (24) months after adoption of the by-law, the matter shall be deemed to be concluded and shall not be proceeded with unless Council extends that time.

10. 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.

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Report - Standing Policy Committee on Property and Development – September 12, 2006

DECISION MAKING HISTORY:

Moved by Councillor De Smedt,

That Rule 9.3 of the Procedure By-law be suspended in order that the following item, which was received too late to be placed on the regular agenda, be considered by Committee.

Carried

Moved by Councillor De Smedt,

That the recommendations of the Standing Policy Committee on Property and Development and the East Kildonan-Transcona Community Committee be concurred in and forwarded to Council.

Carried

STANDING COMMITTEE RECOMMENDATION:

On September 19, 2006, the Standing Policy Committee on Property and Development concurred in the recommendation of the East Kildonan-Transcona Community Committee and submitted the matter to the Executive Policy Committee and Council.

COMMUNITY COMMITTEE RECOMMENDATION:

On September 12, 2006, the East Kildonan–Transcona Community Committee rescinded its motion of June 13, 2006, to adjourn the public hearing for one year to June of 2007, and concurred in the administrative recommendation with the following amendments, namely:

Report from the Administrative Coordinating Group dated June 5, 2006
Proposed Plan Amendments

- That Recommendation No. 1. be deleted in its entirety.

- That Recommendation Nos. 2 to 8 be renumbered to Recommendation Nos. 1 to 7.

- That renumbered Recommendation No. 1 be amended by adding the following sentence to the end thereof, namely:

  "The portion of Kildonan Meadow Drive west of Sarcee Cove will not require frontage roads for access to the proposed "R1-3.5" single-family development."

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DECISION MAKING HISTORY (continued):

COMMUNITY COMMITTEE RECOMMENDATION (continued):

- That renumbered Recommendation No. 7 be amended by replacing "22.5m" and substituting "17.5m".

- That a new Recommendation No. 8 be added as follows, namely:

    "8. The Developer shall dedicate and legally open property for a right-of-way corner cut in the northwest corner of the intersection of Devonshire Drive and Plessis Road as determined by and to the satisfaction of the Director of Public Works."

- That a new Recommendation No. 9 be added as follows, namely:

    "9. The Developer shall dedicate and legally open property for right-of-way corner cuts in the southwest and northwest corners of the intersection of Plessis Road and the proposed street opposite Spring Meadow Crescent as determined by and to the satisfaction of the Director of Public Works."

Approval of the Amended Plan

- That the entire first paragraph beginning with the word "firstly" be deleted in its entirety.

- That the word "secondly" in the beginning of the second paragraph be deleted.

Development Agreement

- That Recommendation No. 3 be deleted in its entirety and replaced with the following:

    "3. The Developer shall, at no expense to the City, construct a portland cement concrete sidewalk to the width of 1.5m by 100mm in thickness on both sides of all streets with a right-of-way width of 22.0m or greater, on the west side of Plessis Road and north side of Devonshire Drive abutting the Planned Area, on both sides of Kildonan Meadow Drive north of Devonshire Drive West, on the east side of Sarcee Cove from Devonshire Drive West to Kildonan Meadow Drive, and on the south side of the first road north of Devonshire Drive West, west of Plessis Road, all as determined by and to the satisfaction of the Director of Public Works."

- That Recommendation No. 5 be deleted in its entirety and replaced with the following:

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DECISION MAKING HISTORY (continued):

COMMUNITY COMMITTEE RECOMMENDATION (continued):

"5. The Developer shall pay, upon demand by the City, 25% of the cost of the installation of traffic control signals and all related works, at the intersection of Devonshire Drive and Plessis Road including, but not necessarily limited to pedestrian and vehicle actuation, interconnection to adjacent traffic control signals and audible pedestrian signals, all as and when determined by and to the satisfaction of the Director of Public Works."

- That Recommendation No. 6 be deleted in its entirety.

- That Recommendations Nos. 7 to 19 be renumbered to Recommendation Nos. 6 to 18.

- That renumbered Recommendation No. 7 be deleted in its entirety and replaced with the following:

"7. The Developer shall, on demand by the City, pay 50% of the installation of a northbound left turn storage lane, plus upstream transition and median opening, right-turn channelization in the northwest and southwest quadrants of the intersection and all related works at the intersection of Plessis Road and Devonshire Drive, all as determined by and to the satisfaction of the Director of Public Works."

- That renumbered Recommendation No. 16 be deleted in its entirety and replaced with the following:

"16. The Developer shall dedicate a park consisting of approximately 6 acres to the satisfaction of the Director of Planning, Property and Development. The Developer shall provide a master landscape plan and shall landscape the park and provide playground and other amenities in accordance with plans and specifications approved by the Director of Planning, Property and Development and subject to final plan approval by the East Kildonan-Transcona Community Committee. The cost of the amenities shall be credited against the Developer's 8% public open space obligations."

- That a new Recommendation No. 19 be added as follows, namely:

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DECISION MAKING HISTORY (continued):

COMMUNITY COMMITTEE RECOMMENDATION (continued):

"19. The Developer shall, on demand by the City, pay the full cost of the installation of a northbound left turn storage lane, plus upstream transition and median opening, and all related works at the intersection of Plessis Road and the proposed street opposite Spring Meadow Crescent, all as determined by and to the satisfaction of the Director of Public Works."

- That a new Recommendation No. 20 be added as follows, namely:

"20. The Developer shall *finance and construct the twinning of Plessis Road from Victoria Avenue to Devonshire Drive as determined by and to the satisfaction of the Director of Public Works, including, but not necessarily limited to the following:

i. portland cement concrete pavement and all related works
ii. portland cement concrete sidewalk,
iii. street lighting,
iv. boulevard landscaping,
v. modifications to existing intersections,
vi. all related works

* The City may, at its sole discretion, construct and self-finance the cost of the work.

The twinning of Plessis Road from Victoria Avenue to Devonshire Drive shall be undertaken in accordance with the Stantec Consulting Ltd. Traffic Report as follows:

i. Upon commencement of any development within the proposed plan of subdivision, the improvements in Plessis Road from Victoria Avenue to Kildare Avenue shall commence within the same construction season and be completed that season.
ii. Prior to the commencement of development exceeding 200 units (any combination of single-family and multi-family), the improvements in Plessis Road from Kildare Avenue to Devonshire Drive shall commence and be completed in the same construction season.

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DECISION MAKING HISTORY (continued):

COMMUNITY COMMITTEE RECOMMENDATION (continued):

> The Developer's share of the cost of services above shall be determined in accordance with the provisions of the Development Agreement and the City shall reimburse the Developer for the difference as determined by the Director of Public Works.

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

On June 13, 2006, the East Kildonan-Transcona Community Committee adjourned the public hearing for one year to June of 2007.

RE: **Subdivision and Rezoning – North of Devonshire Drive West, west of Plessis Road**
File DASZ 21/2006

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

Prepared by: **Inga K. Skundberg, Clerk,**
East Kildonan-Transcona Community Committee

Report date: **September 14, 2006**

COMMUNITY COMMITTEE RECOMMENDATION:

On September 12, 2006, the East Kildonan-Transcona Community Committee concurred in the administrative recommendation, as amended, and recommends to the Standing Policy Committee on Property and Development:

1. That the plan of subdivision proposed under File DASZ 21/2006 be approved for preparation as a plan of subdivision by a Manitoba Land Surveyor in accordance with Schedule "A" for File DASZ 21/2006 dated September 5, 2006, for registration in the Winnipeg Land Titles Office, subject to the following:

    A. That the Developer be required to enter into a Development Agreement with the City containing the following conditions, namely:

        i. That the plan be amended as follows:

            ~~***1. The park is to be relocated as shown on the attached sketch identified as Schedule "A".***~~

            1. Kildonan Meadow Drive is to be established as a residential collector street right-of-way width of 22.0 for its entire length from Devonshire Drive to Plessis Road. The portion of Kildonan Meadow Drive west of Sarcee Cove will not require frontage roads for access to the proposed "R1-3.5" single-family development.

            2. Frontage roads are to be accommodated with a minimum right-of-way width of 9.0m and the terminus points of the frontage road are to be located and designed to the satisfaction of the Director of Public Works.

            3. Where single and two family residential lots back onto Plessis Road the said lots are to be established with a minimum depth to provide a minimum rear yard set back of 17.5m; the Zoning

Agreement covering these lots is to stipulate a minimum rear yard of 17.5m.

4. The Developer shall dedicate and legally open property for right-of-way corner cuts in the southwest and northwest corners of the intersection of Kildonan Meadow Drive and Plessis Road as determined by and to the satisfaction of the Director of Public Works.

5. The Develop shall dedicate and legally open property for right-of-way corner cuts measuring 3.0m by 3.0m are to be provided at each corner of any intersection where the angle is less than 80^0 to the satisfaction of the Director of Public Works.

6. Right-of-way to accommodate each cul-de-sac turnaround is to be consistent with the dimensions illustrated on Streets and Transportation Drawing ST-90 (revised) or St-90-A as a minimum.

7. Where proposed residential lots back onto the future Transcona North-South Corridor the said lots are to be established with a minimum depth to provide a minimum rear yard set back of 17.5m. The Zoning Agreement covering these lots is to stipulate a minimum rear yard of 17.5m.

8. The Developer shall dedicate and legally open property for a right-of-way corner cut in the northwest corner of the intersection of Devonshire Drive and Plessis Road as determined by and to the satisfaction of the Director of Public Works.

9. The Developer shall dedicate and legally open property for right-of-way corner cuts in the southwest and northwest corners of the intersection of Plessis Road and the proposed street opposite Spring Meadow Crescent as determined by and to the satisfaction of the Director of Public Works."

ii. The Developer shall enter into a Development Agreement containing the following:

1. A. The Developer shall at no expense to the City construct watermains, wastewater sewers and land drainage sewers required to serve the proposed subdivision as determined by and to the satisfaction of the Director of Water and Waste.

B. The Developer shall pay $818.09/acre as its share of the

cost of the Kildare Land Drainage Trunk Sewer.

2. The Developer shall, at no expense to the City, construct portland cement concrete pavement to widths of 7.5m and 10.0m and thicknesses of 150mm and 200mm respectively in all streets within the proposed subdivision and all related works including, but not necessarily limited to boulevard landscaping, ornamental street lighting and land drainage sewer, all as determined by and to the satisfaction of the Director of Public Works.

3. The Developer shall, at no expense to the City, construct a portland cement concrete sidewalk to the width of 1.5m by 100mm in thickness on both sides of all streets with a right-of-way width of 22.0m or greater, on the west side of Plessis Road and north side of Devonshire Drive abutting the Planned Area, on both sides of Kildonan Meadow Drive north of Devonshire Drive West, on the east side of Sarcee Cove from Devonshire Drive West to Kildonan Meadow Drive, and on the south side of the first road north of Devonshire Drive West, west of Plessis Road, all as determined by and to the satisfaction of the Director of Public Works.

4. The Developer shall, at no expense to the City, construct portland cement concrete pavements to a width of 6.0m by 150mm in thickness within the frontage roads within the Planned Area, as determined by and to the satisfaction of the Director of Public Works.

5. The Developer shall pay, upon demand by the City, 25% of the cost of the installation of traffic control signals and all related works, at the intersection of Devonshire Drive and Plessis Road including, but not necessarily limited to pedestrian and vehicle actuation, interconnection to adjacent traffic control signals and audible pedestrian signals, all as and when determined by and to the satisfaction of the Director of Public Works.

~~***6. The Developer shall, at no expense to the City, pay its share of the future costs of the works required at and in the vicinity of the intersection of Devonshire Drive and future Transcona North-South Corridor including auxiliary lanes, channelization, the installation of traffic control signals and all related works all when and as determined by the Director of Public Works.***~~

6. The Developer shall, on demand by the City, pay the full cost of

the installation of a northbound left turn storage lane, plus upstream transition and median opening and all related works at the intersection of Plessis Road and Kildonan Meadow Drive, all as determined by and to the satisfaction of the Director of Public Works.

7. ***The Developer shall, on demand by the City, pay 50% of the installation of a northbound left turn storage lane, plus upstream transition and median opening, right-turn channelization in the northwest and southwest quadrants of the intersection and all related works at the intersection of Plessis Road and Devonshire Drive, all as determined by and to the satisfaction of the Director of Public Works.***

8. A. The Developer shall, at no expense to the City, construct within the rear and/or side yards of all lots abutting the CPR Molson Subdivision, a uniform fence 2.0m in height, to the satisfaction of the Director of Public Works. The Developer is to permit the City to file a caveat against the title of each of these proposed lots abutting the CPR Molson Subdivision requiring the owner(s) to maintain and/or repair or replace the fence as originally constructed, to the satisfaction of the Director of Public Works. Said fence is intended to ensure that "pedestrian trespass" to the tracks does not become a consequence of the subject development, thereby jeopardizing existing and/or future anti-whistling regulations along the subject railway line.

B. The Developer shall, at no expense to the City, construct within the rear yards of all one and two family lots abutting Plessis Road, a uniform noise attenuation fence 2.0m in height, to the satisfaction of the Director of Public Works. The Developer is to permit the City to file a caveat against the title of each of thee proposed lots abutting Plessis Road requiring the owner(s) to maintain and/or repair or replace the fence as originally constructed, to the satisfaction of the Director of Public Works.

C. The Developer shall, at no expense to the City, construct within the rear yards of the proposed lots abutting the future Transcona North-South Corridor a uniform noise attenuation fence 2.0m in height, to the satisfaction of the Director of Public Works. The Developer is to permit the City to file a caveat against the title of each of these proposed lots abutting the future Transcona North-South

Corridor requiring the owner(s) to maintain and/or repair or replace the fence as originally constructed, to the satisfaction of the Director of Public Works.

9. The Developer shall be responsible to control and to initiate the clean up of litter and refuse from the contractors and builders for this development, both on-site and off-site, during the installation of services and construction of buildings, until substantial 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 any costs in remedying the situation to the satisfaction of the Director of Public Works.

10. The Developer shall ensure that construction traffic uses access 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 and safe condition, free of dropped and tracked-on mud, and shall undertake regular scraping and sweeping of streets until building construction, including landscaping is complete, all as determined by and to the satisfaction of the Director of Public Works.

11. The Developer shall, at no expense to the City, cause to be installed standard reflectorized permanent street name signs at each new intersection within or adjacent to the Planned Area, as determined by the Director of Public Works.

12. The Developer shall, at no expense to the City, construct a cul-de-sac type vehicle turnaround at the terminus of each temporarily dead-ended street and provide any right-of-way or easements necessary to accommodate same, all as determined by and to the satisfaction of the Director of Public Works.

13. The Developer shall, at no expense to the City, erect and maintain barricades and signing across the full width of any temporarily dead-ended streets, due to phasing of development, immediately upon completion of the paving or when house construction has begun, whichever is sooner, as determined by and to the satisfaction of the Director of Public Works.

14. The Developer shall ensure that two paved means of vehicular access are available at all times through all stages of development of the Planned Area to the satisfaction of the Director of Public Works. This may require the construction of temporary roadways

and the provision of easements or right-of-way therefore.

15. The Developer shall, at no expense to the City, provide underground electrical and telephone services to serve the proposed subdivision and will pay the full cost to convert any existing overhead services within the proposed subdivision to underground.

16. ***The Developer shall dedicate a park consisting of approximately 6 acres to the satisfaction of the Director of Planning, Property and Development. The Developer shall provide a master landscape plan and shall landscape the park and provide playground and other amenities in accordance with plans and specifications approved by the Director of Planning, Property and Development and subject to final plan approval by the East Kildonan-Transcona Community Committee. The cost of the amenities shall be credited against the Developer's 8% public open space obligations.***

17. 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 subdivision.

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

19. The Developer shall, on demand by the City, pay the full cost of the installation of a northbound left turn storage lane, plus upstream transition and median opening, and all related works at the intersection of Plessis Road and the proposed street opposite Spring Meadow Crescent, all as determined by and to the satisfaction of the Director of Public Works.

20. The Developer shall *finance and construct the twinning of Plessis Road from Victoria Avenue to Devonshire Drive as determined by and to the satisfaction of the Director of Public Works, including, but not necessarily limited to the following:

i. portland cement concrete pavement and all related works
ii. portland cement concrete sidewalk,
iii. street lighting,
iv. boulevard landscaping,
v. modifications to existing intersections,
vi. all related works

* The City may, at its sole discretion, construct and self-finance the cost of the work.

The twinning of Plessis Road from Victoria Avenue to Devonshire Drive shall be undertaken in accordance with the Stantec Consulting Ltd. Traffic Report as follows:

i. Upon commencement of any development within the proposed plan of subdivision, the improvements in Plessis Road from Victoria Avenue to Kildare Avenue shall commence within the same construction season and be completed that season.

ii. Prior to the commencement of development exceeding 200 units (any combination of single-family and multi-family), the improvements in Plessis Road from Kildare Avenue to Devonshire Drive shall commence and be completed in the same construction season.

The Developer's share of the cost of services above shall be determined in accordance with the provisions of the Development Agreement and the City shall reimburse the Developer for the difference as determined by the Director of Public Works.

B. That the Developer shall *finance and construct the twinning of Plessis Road from Victoria Avenue to Devonshire Drive as determined by and to the satisfaction of the Director of Public Works.

* The City may, at its sole discretion, construct and self-finance the cost of the work.

The twinning of Plessis Road from Victoria Avenue to Devonshire Drive shall be undertaken in accordance with the Stantec Consulting Ltd. Traffic Report as follows:

i. Upon commencement of any development within the proposed plan of subdivision, the improvements in Plessis Road from Victoria Avenue to Kildare Avenue shall commence within the same construction season and be completed that season.

ii. Prior to the commencement of development exceeding 200 units (any combination of single-family and multi-family), the improvements in Plessis Road from Kildare Avenue to Devonshire Drive shall commence and be completed in the same construction season.

The Developer's share of the cost of services above shall be determined in accordance with the provisions of the Development Agreement and the City shall reimburse the Developer for the difference as determined by the Director of Public Works.

C. That the City will reimburse the Developer the City's share of the cost of the twinning of Plessis Road by 2012 or sooner.

D. That the City will reimburse the Developer the City's share with interest at a borrowing rate acceptable to the City and the Developer, and in accordance with terms approved by City Council prior to the enactment of the subdivision/rezoning by-law for DASZ 21/2006; and that the Chief Administrative Officer be delegated the authority to negotiate these terms and conditions and report back to Council.

2. That the Director of Planning, Property and Development be authorized to certify any documents in connection therewith.

3. That The Winnipeg Zoning By-Law No. 6400/94 be amended by rezoning the subject land as shown on Schedule "A" for File DASZ 21/2006 dated September 5, 2006, to an "R1-3.5" Single Family Residential District, a "R2" Two Family Residential District, a "RM-4" Multiple Family District, a "C2" Commercial District and a "PR1" Parks and Recreation District subject to the applicant entering into a Zoning Agreement with the City pursuant to Section 240 (1) of The City of Winnipeg Charter to include the following conditions:

A. That the Developer shall erect a uniform wood fence (2 metre in height) abutting Plessis Road, the future Transcona North-South Corridor and the CPR Molson Subdivision to the satisfaction of the Director of Public Works. Future owners of the individual building lots along this fencing shall be responsible for maintaining this fencing to the satisfaction of the Director of Planning, Property and Development.

B. That for the land zoned "RM-4" Multiple Family Residential District; and the land zoned "C2" Commercial District the development of any building, and/or accessory parking area and/or signage, plans shall be submitted showing the location and design of the proposed buildings, the location and design of accessory parking areas, private approaches, garbage enclosures, fencing, landscaping and signage to the East Kildonan-Transcona Community Committee for plan approval prior to the issuance of any building or development permit, and thereafter all to be maintained to the satisfaction of the Director of Planning, Property and Development;

C. That the commercial land be restricted as follows;

i. That no building permits shall be issued for any building construction unless or until Plessis Road is twinned from Devonshire north to Spring Meadow Crescent.

ii. The following uses shall NOT be permitted on the land:

a. automobile, including motorcycle: rental, sales, including accessory repair, service, installation of supplies/parts
b. automobile, including motorcycle: supplies/parts, sales
c. bingo parlour
d. bowling alley
e. bus station
f. contractors' establishment
g. exterminator
h. farm supplies: sales
i. hotel, including motel, limited to guest rooms
j. machinery/heavy equipment supplies and parts:sales, installation, service
k. mobile home park
l. motors or machines, recreational or utility, including power toboggans, outboard motors, lawn mowers: rental, sale, service
m. parking area, non-accessory
n. pawnshop
o. tattoo parlour
p. terminal for haulage, motor freight station, excluding an intermodal terminal
q. terminal for courier/delivery/ express service, cleaning service, key and lock service, security service, taxi, or similar service

iii. That there shall be no advertising signs, mobile signs, poster signs and A-frame signs on the entire site, except that a mobile sign shall be permitted on the site for a period of thirty (30) days in association with a new occupancy permit;

iv. That no illuminated signage be erected on the west side of the building or the lot;

v. That any free-standing use identification sign not exceed twenty-five (25) feet in height;

vi. That prior to the issuance of any occupancy permits, all garbage containers be fully enclosed by a brick/concrete, and/or wood barrier fence that is at least 6 inches above the top of the garbage container, and thereafter maintained to the satisfaction of the Director of Planning, Property and Development;

vii. That the Applicant shall erect two, 4 feet by 8 feet signs on the vacant subject property indicating the location and zoning of the commercial property within twelve (12) months from the date that the said rezoning by-law is adopted by Council; and plans for the signs showing their location and design shall be submitted to Director of Planning, Property and Development for approval; and the signs shall be maintained to the satisfaction of the Director of Planning, Property and Development until such time as the land is either rezoned or developed as a commercial land use.

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 by-law in accordance with the above.

6. That the subdivision section of the by-law shall come into force and effect upon execution by the City of Winnipeg of the Development Agreement.

7. That the zoning section of the by-law shall come into force and effect when the Plan of Subdivision has been registered in the Winnipeg Land Titles Office, and the Zoning Agreement has been filed by caveat in the Winnipeg Land Titles Office against those lands 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.

8. The Plan of Subdivision shall be approved and signed by the Director of Planning, Property and Development within two (2) years of the date of passage of the aforementioned by-law.

9. In the event that the necessary City of Winnipeg mylar approval signatures have not been secured within twenty-four (24) months after adoption of the by-law, the matter shall be deemed to be concluded and shall not be proceeded with unless Council extends that time.

10. 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.

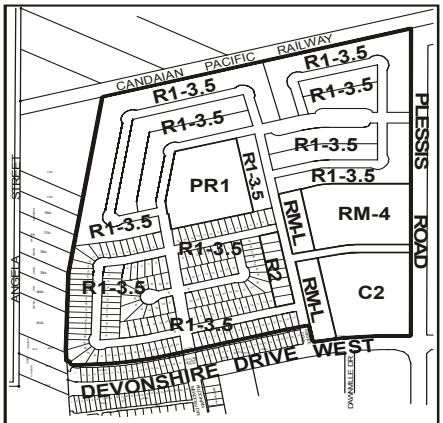
The East Kildonan-Transcona Community Committee provided the following supporting reasons for its recommendation:

1. The subject development is good for Winnipeg and for those who wish to remain in the community of Transcona.

2. The subject application addresses a demand in the community not only for single-family housing, but also a need for multi-family and seniors housing.

PUBLIC HEARING SUMMARY

File:	DASZ 21 /2006
Before:	East Kildonan-Transcona Community Committee Councillor Lubosch, Chairperson Councillor Wyatt
Public Hearing:	September 12, 2006 June 13, 2006 Community Committee Chambers, 755 Henderson Highway
Applicant:	Genstar Development Company (Greg Jasper)
Subject:	



EAST KILDONAN TRANSCONA COMMUNITY

APPLICANT : GENSTAR DEVELOPMENT COMPANY
FILE : DASZ 21/06
PROPOSAL : An application for the approval of the plan of subdivision shown outlined above as may be determined by Council and for a proposed zoning change to By-law No. 6400/94 by rezoning the land shown outlined above from an "A.5" AGRICULTURAL DISTRICT to a "PR1" PARKS AND RECREATION DISTRICT, an "R1-3.5" RESIDENTIAL DISTRICT, an "R2" RESIDENTIAL DISTRICT, an "RM-L" MULTIPLE-FAMILY DISTRICT, an "RM-4" MULTIPLE-FAMILY DISTRICT and a "C2" COMMERCIAL DISTRICT. **For information, phone Mr. J. Wintrup, Planner at 986-5102.**

Premises Affected: north of Devonshire Drive West and west of Plessis Road

Exhibits Filed:

1. Application dated May 15, 2006
2. Notification of Public Hearing dated May 18, 2006
3. Manitoba Status of Titles 1697190 and 1526930
4. Letter of authorization dated March 30, 2005, from The City of Winnipeg to Genstar Development Company
5. Plans (2 pages)
6. Report from the Planning and Land Use Division dated June 13, 2006
7. Report from the Administrative Coordinating Group dated June 5, 2006
8. Inspection Report
9. Communication dated June 12, 2006, from the Jerry Klein, Vice President, Winnipeg Region, Genstar Development Company, proposing amendments to the Report from the Administrative Coordinating Group
10. Multi Family and Commercial Sites Plan and Conceptual Master Plan (2 pages) dated June 2006 submitted by Greg Jasper at the public hearing
11. Notice of Adjournment
12. Notification of (Reconvened) Public Hearing dated August 3, 2006
13. Notice of Reconvened Public Hearing dated August 24, 2006
14. Revised Report from the Planning and Land Use Division dated September 5, 2006
15. Supplementary Report from the Administrative Coordinating Group dated September 5, 2006
16. Inspection Report

REPRESENTATIONS:

In Support:

Robert J. Antymniuk
Alan Borger, Ladco Company
Ken Braun, Qualico Developments
Dave Brownrigg
Frank Curtis
Carol Dyck
Deb Goodfellow
Reg and Diana Helbren
Jason Jaquet, Randall Homes
Randy Jaquet, Randall Homes
Greg Jasper, Genstar Development Company
Jerry Klein, Genstar Development Company
Ross McGowan
Don Parsons
Glenda Sobie
Garth Steek, Manitoba Home Builders Association
Albert Toews

In Opposition:

Sandi Hrem
Joseph Lucki
Frank Pauls
Dave Wozny

For Information:

Norm Boyle
Dave Curti
Jennifer and Stewart Downey
Andrew Hretzay
Linda Lacoste
Steve Mymko
Alex Regiec, Operations Planner, Winnipeg Transit

For the City:

Mr. E. Carriere, Land Development Engineer, Planning, Property and Development Department
Mr. J. Wintrup, Planner, Planning, Property and Development Department

SUMMARIZATION OF REPRESENTATIONS AND SUBMISSIONS
MADE AT THE PUBLIC HEARING

June 13, 2006

Greg Jasper, Genstar Development Company, appeared in support of the application, and submitted plans related to the subject proposal, filed as Exhibit 10. He provided an overview of the project and advised that after soliciting public input, the original proposal was modified. He further advised that the application consists predominately of single-family housing, as well as commercial development, multi-family opportunities, and a 6 acre park. In this connection, he referred to a rendering entitled "Kildonan Meadows Stage 2 Multi-Family and Commercial Sites" (Page 1 of Exhibit 10) to depict multi-family housing in the area.

Greg Jasper provided comments and concerns as it relates to the Administrative Coordinating Group Report dated June 5, 2006 (Exhibit 9), and referred to a communication from the Vice President, Winnipeg Region, Genstar Development Company, which proposed amendments to the report. He indicated that Plessis Road is a major obstacle in the proposed development and commented that unless the development proceeds, Plessis Road improvements will not get done. In this connection, he requested that the development within the planned area not be limited to 50 single family residential lots, and be revised to 100 single family lots. He further requested that the subject application not be adjourned, as recommended by the Administration.

Jerry Klein, Genstar Development Company, appeared in support of the application, and reiterated his comments relative to the Administrative Coordinating Group Report as outlined in his communication (Exhibit 9). He indicated that Genstar is supportive of paying their share of improvements in accordance with the development agreement parameters if there is no restriction to the number of lots developed. He commented that a number of the improvements are the responsibility of the City of Winnipeg and that that if the subject development is not approved, the status of Plessis Road will remain unchanged as Plessis Road has not been included in the capital budget. He indicated that Genstar is prepared to front end the improvements provided that the City of Winnipeg reimburses the developer within 2 years of completion. He requested that the Community Committee not adjourn the public hearing so that phase one of the development can move forward and that issues, such as Plessis Road, can be addressed.

Dave Brownrigg appeared in support of the application, and advised that he is in his 20th year of selling real estate. He commented that for 10 years, people have questioned when this project will proceed. In this connection, he indicated that there is a housing need for those residing in Transcona, especially for those who are aging, who wish to remain in the area.

Deb Goodfellow appeared in support of the application. She advised that she has resided in Transcona for many years, and together with her husband, owns a real estate company. She commented that the housing needs of Transcona are not adequately addressed, especially those

of seniors, and that people are migrating out of Transcona to satisfy their needs. In this connection, she requested that the subject development proceed.

Alan Borger, President of Ladco Company, appeared in support of the application, and advised that he is one of Genstar's competitors. He commented that building lots are required in Transcona and that if land is not available, that consequences, such as a growth in the capital region, will occur. In this connection, he requested that issues be resolved, and that land be made available as soon as possible.

Robert J. Antymniuk appeared in support of the application, and advised that he is a commercial real estate broker. He indicated that there is need for additional lots in the area, as well need for commercial development.

Joseph Lucki advised that he lives on the retention pond of Kildonan Meadows. He indicated that although he is not opposed to the application, he is concerned about land drainage. He commented that in 1993 his property flooded and expressed concern regarding lack of plans for a retention pond.

In response, Ernie Carriere, Land Development Engineer, Planning, Property and Development Department, advised that land drainage has never been an issue in the subject area. He indicated that the whole area is designed to go south; however, detailed design has not yet been completed. He further indicated that the subject application was circulated to the Water and Waste Department, to which they had no concerns.

Steve Mymko appeared for information. He outlined concerns relative to the infrastructure supporting the development, and the impact on Plessis Road traffic. He indicated that although he is not opposed to the subject application, he commented that questions should be answered prior to the development proceeding.

In rebuttal, Greg Jasper responded to the concern expressed related to land drainage and indicated that the design must be approved by the City of Winnipeg and that things, such as land drainage, will be taken into account. With respect to Plessis Road, he indicated that there is a proposal with the City and that as such, the widening of Plessis Road can be addressed. Regarding infrastructure, he indicated it can support the development, and in this connection, commented that the subject application is a link needed to finish off the infrastructure and the transportation requirement.

Jerry Klein indicated that Genstar has undergone much planning and study, including discussing and addressing concerns with residents, in order to create the current design. He indicated that the issues expressed can be addressed so that everyone is satisfied and that a final agreement can be derived so the subject project can proceed and provide the community with something that is needed.

Councillor Wyatt indicated that the subject application has attracted many people, including leaders of the development community, indicating the need and demand for such a development.

He provided comments regarding the joint venture and advised that there is greater value when selling serviced lots rather than selling lots unserviced. He further commented that he hoped that the joint venture would be an avenue to resolve outstanding issues in the community, such as traffic and the issue of Plessis Road. He referred to the UMA traffic study and commented that if there is more development to the area, it will make the traffic situation worse. He indicated that he was pleased that the applicant had offered to front-end improvement costs to Plessis Road. He indicated that although houses in the area are needed now, developments are often approved first and problems considered later, and that development should follow infrastructure, not precede it. In this connection, he indicated that there has to be assurance that the infrastructure will be upgraded before the subject application proceeds.

September 12, 2006

No representation was made at the public hearing inasmuch as receipt of public representations were concluded at the June 13, 2006 public hearing.

Exhibit "14" referred to in File DASZ 21/2006

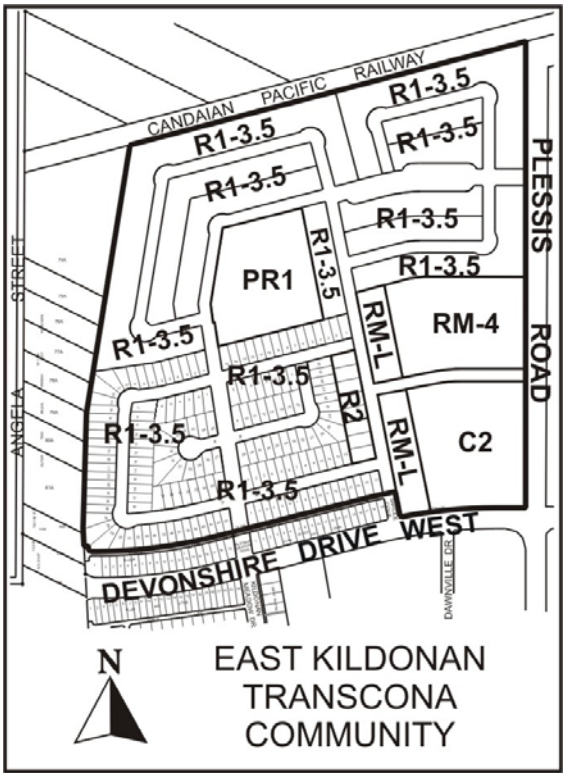
Winnipeg

Planning, Property and Development Department Report

To the East Kildonan - Transcona Community Committee

Date: **September 5, 2006**
File: **DASZ 21/06**
Subject: **Subdivide and rezone the land for single and multiple family dwellings, and commercial land-uses.**

Location: **Lands north of Devonshire Dr West and west of Plessis Rd**



Applicant: **Genstar Development Company (Greg Jasper)**

Owner: **Genstar Titleco Ltd.**
City of Winnipeg

Recommendation: Approve
Report Summary:

- The applicant is proposing to develop **437 residential lots**, a **6.05 acre park**, a **7.28 acre commercial site**, and **10 acres of multi-family lands** in five (5) phases.
- This application was at a Public Hearing on June 13, 2006 when the Community Committee adjourned the public hearing for one year to June of 2007.
- Outstanding issues have now been addressed and the public hearing has been advertised for September 12, 2006.
- Changes include Park Size/Location; design of Kildonan Meadows Drive; and rear yard setbacks.

Site Description

The subject property is approximately **96.26 acres (38.95 hectares)** located north of Devonshire Drive West, south of the CPR Keewatin (mainline) ROW, and west of Plessis Road in the Meadows neighbourhood of the Transcona Ward. The site is zoned "A-5" Agricultural District. Adjacent lands include the future North-South Transportation Corridor to the west.

Background

The subject property had two previous subdivision applications: one for 32 acres adjacent to Devonshire Drive West and one for 75 acres adjacent to the CPR ROW.

DASZ 52/1986

An application was approved by Council on November 29, 1989 for 38 single family dwellings on the north side of Devonshire Drive West with a "C2" commercial site at the northwest corner of Plessis Road and Devonshire Drive West. The approved subdivision represented Phase I of a larger land holding of 32.866 acres of land controlled by Genstar.

The original proposal was 248 single family dwellings with a 3.28 acre park on the entire land holding. However, the Administration requested the plan be changed to delete the proposed open space in favour of open space to the west of the North – South Transportation Corridor. Kildonan Meadows was also to be constructed as a inter-community collector street between Kildonan Meadows Drive and Meadow Lake Drive through the lands to the north.

A conditional of approval for 38 lots required the Developer to construct two (2) lanes of the North – South Transportation Corridor along the subdivision's west boundary to Devonshire Drive West. Previously approved subdivisions had required the North – South Transportation Corridor be constructed from Devonshire Drive West to Regent Avenue (DASZ 34/1974B). There was to be no improvements to Plessis Road.
Phase I restricted the development to 38 lots until such time as the developer submitted a study regarding servicing issues (waste water, drainage, water).

DASZ 4/1988

An application was approved by Council on May 9, 1990 for 42 single family residential lots zoned "R1-3" that fronted Plessis Road; and a 2.93 acre "C2" commercial site at the northwest of

Plessis Road and Devonshire Drive West. The purpose of the commercial land was for establishing a gas station/food store/car wash. The residential lots were not going to have access to Plessis Road. The approved subdivision represented Phase I of a larger land holding of 75.8 acres of vacant land controlled by the developer (23193221 Manitoba Ltd.). Council approval for this subdivision / rezoning expired on May 9, 1992.

Description of the Proposed Development

The applicant is proposing to develop 437 residential lots, a **6.05 acre park,** a 7.28 acre commercial site, and 10 acres of multi-family lands in five (5) phases. Phases 1 (20.2 acres) will have **87** residential lots including 8, two family lots. There will also be 3.41 acres of multi-family lands. Phase 2 (13.20) acres will be developed with **82** single family lots. Stage 3 (27.93) acres will have **125** lots and a **6.05 acre park**. Stage 4 (24.8 acres) will have **143** single family lots. Stage 5 will have 7.28 acres for future commercial development and 6.59 acres of multi-family lands.

Analysis

PLAN WINNIPEG
The proposed concept complies with Plan Winnipeg in that a residential rezoning is allowed in Neighbourhood Policy Areas.

SECONDARY PLAN
The Planning and Land-Use Division has recently completed a Secondary Plan planning process for the **'Transcona West Area'** whose eastern boundary is Plessis Road and southern boundary is Regent Avenue. The subject property is within this Secondary Plan area. The final draft of the Transcona West Area Structure Plan has been submitted to the Standing Policy on Property and Development for consideration as First Reading as a by-law.

ZONING

- The **"PR-1" Parks and Recreation District** is intended to regulate local publicly-owned parks and recreation sites in a manner consistent with their neighbourhood location. It allows 10 permitted uses, and 17 conditional uses. The minimum front yard is 20 feet, rear yard 25 feet and maximum building height of 30 feet.
- A **"C2" Commercial District** has 104 Permitted Uses and 47 Conditional Uses that are generally orientated to a community wide market. There is no front yard requirement and the maximum building height is 45 feet.
- The **"R1-3.5" Single Family Residential District** will require a minimum lot size of 3,500 square feet and minimum lot width of 35 feet.
- The **"R2" Two Family Residential District** permits two family dwellings to a maximum height of 35 feet with a minimum lot size of 5,000 square feet and a minimum lot width of 50 feet.
- The **"RM-L" Multiple Family Residential District** will allow multiple family dwellings to a maximum height of 30 feet.

- The **"RM-4" Multiple Family Residential District** will allow multiple family dwellings to a maximum height of 45 feet.

TRANSPORTATION AND SITE ACCESS
Public Works has indicated that Kildonan Meadow Drive should be established as a residential collector street in its entirety from its existing terminus at the north side of Devonshire Drive, north through the proposed subdivision and west to Plessis Road where it will be aligned with North Meadow Drive.

Sarcee Cove will be extended north as a local street from its existing terminus at the north side of Devonshire Drive West to Kildonan Meadow Drive.

Sidewalks will be constructed on both sides of Kildonan Meadow Drive and on the east side of Plessis Road.

Private approaches will not be allowed from Devonshire Drive West, Plessis Road, or the future North-South Transcona Corridor.

TRAFFIC AND INFRASTRUCTURE IMPACTS
The Transcona West Area Structure Plan Traffic Study by UMA recommends that Plessis Road be dualled *corresponding to the full buildout of the study area;* and that *the capacity analyses for the existing and forecast 5-year horizon volumes find that each of the study intersections is operating favourably. Areas of concerns include: the westbound direction on Regent Avenue West and the southbound direction on Plessis Road and Lagimodiere.*

UMA estimates the 5-year capacity forecast with an additional 1,080 vehicle trips for the existing road network for the Transcona West Area due to development of the subject lands; development of lands east of Peguis/south of Ravelston; and development of Harbourview Phase 2 will result in the Devonshire and Plessis Road intersection having 'significant delays' and the Ravelston and Plessis intersection having a 'breakdown of roadway operation'.

Stantec has been retained by Genstar to undertake a study of Plessis Road upgrading requirements giving consideration to phasing of the upgrading on a traffic need basis that could be tied to the anticipated phasing of the development under the current application.

The Planning, Property and Development Department has not received a copy of the final report as at this date, but has received information on the recommendations from the consulting engineer.

Staging recommended by the Stantec Study is as follows:

- 1st Stage - Victoria Avenue to Kildare Avenue – to commence with subdivision development (projected at 2007)
- 2nd Stage - Kildare Avenue to Devonshire Drive – upon the completion of 160 single or semi detached units and 58 multiple family units (projected at 2009/2010)

- 3rd Stage - Devonshire Drive to CPR Keewatin – balance of project (beyond 2012).

The ACG report dated **September 5, 2006**, will further address staging.

SITE PLAN
The Developer is proposing a 6.05 acre park in the centre of the subdivision with street frontage along two sides (Kildonan Meadows Drive).

The Planning and Land-use Division feels it would be more appropriate to allocate some of the park land as a pathway to connect the North – South Corridor with Plessis Road. The Transcona West Area Structure Plan policies support pathways linking the open spaces to make a stronger link to the proposed North-South Transportation Corridor, which will contain future pathways and green spaces; to facilitate movement to the open space from the adjacent neighbourhood; and to link the parks with other open spaces in the community.

Fencing will be required to a height of 2.0 metres along the rear yards abutting the CPR ROW, Plessis Road, and the future North – South Transportation Corridor. The minimum rear yard for the lots abutting the future North – South Transportation Corridor will be 22.5 metres (73.8 feet).

RAILWAY ROW
Canadian Pacific Railway has provided information regarding guidelines for residential development next to rail corridors. The CPR opposes all residential development adjacent to their right-of-ways, however, it has some strict guidelines to buffer residents from their operations. For **DASZ 38/2003 (CPR Arborg Setback - North Meadows)** a 50 foot (15.24 metre) setback between the rear property line and any habitable rooms of principal buildings that are adjacent to the rail tracks was applied. This was also used for DASZ 19/1998 (**CPR Winnipeg Beach - Riverbend).**

PUBLIC INPUT
The Developer hosted a Public Open House to review the proposed development plan for Kildonan Meadows Stage 2 on February 6, 2006 at the Canad Inns Transcona.

Recommendation

The Planning and Land-use Division is of the opinion that residential housing is the best land-use for the subject property. The Department supports residential land uses on the subject site: the proposal is compatible with the adjacent surrounding residential neighbourhood and represents a logical completion of the Kildonan Meadows community.

The Administration, after hearing Genstar's proposal and requested amendments to the ACG report at the Public Hearing on June 13, 2006, the following are the changes we are willing to support to facilitate this development.

Park Location/Size

- We have agreed to Genstar's proposed park location and size, subject to Genstar providing a designated pathway of **60 feet** in width to connect the park to the west with the North - South Transportation Corridor; and to the east with Plessis Road.

Kildonan Meadows Drive

- We have agreed to Genstar's proposal of Kildonan Meadows Drive being a 'local collector' street, but only along that portion of the roadway that abuts the park location.
- This 'local collector' street would need to be constructed to a width of a **22.0 metres** right-of-way and **10.0m x 200 mm** pavement. Private approaches for fronting lots would be allowed, similar to Burland Avenue in S. St. Vital & Scurfield Blvd in Whyte Ridge. This streets width and concrete depth will support a Transit Bus, which is the Administration's goal for this street.

Rear Yard Setbacks (North - South Corridor)

- We have agreed to reduce the rear yard setback against the North - South Corridor to **17.5 metres** as per Genstar's request.

Recommended Conditions of Approval

1. That the plan of subdivision proposed under File No. **DASZ 21/06** be approved for preparation as a plan of subdivision by a Manitoba Land Surveyor in accordance with Schedule "A" for File No. **DASZ 21/06,** attached hereto and dated **September 5, 2006**, for registration in the Winnipeg Land Titles Office, subject to the following:

   A. That the Developer be required to enter into a Development Agreement with the City containing all the conditions outlined in the reports of the Administrative Coordinating Group dated **June 5, 2006** and **September 5, 2006**;

   B. That, the Developer shall *finance and construct the twinning of Plessis Road from Victoria Avenue to Devonshire Drive as determined by and to the satisfaction of the Director of Public Works.

   * The City may, at its sole discretion, construct and self-finance the cost of the work.

   The twinning of Plessis Road from Victoria Avenue to Devonshire Drive shall be undertaken in accordance with the Stantec Consulting Ltd. Traffic Report as follows:

   i) Upon commencement of any development within the proposed plan of subdivision, the improvements in Plessis Road from Victoria Avenue to Kildare Avenue shall commence within the same construction season and be completed that season.

ii) Prior to the commencement of development exceeding 200 units (any combination of single-family and multi-family), the improvements in Plessis Road from Kildare Avenue to Devonshire Drive shall commence and be completed in the same construction season.

The Developer's share of the cost of services above shall be determined in accordance with the provisions of the Development Agreement and the City shall reimburse the Developer for the difference as determined by the Director of Public Works.

C. That the City will reimburse the Developer the City's share of the cost of the twinning of Plessis Road by 2012 or sooner.

D. That the City will reimburse the Developer the City's share with interest at a borrowing rate acceptable to the City and the Developer, and in accordance with terms approved by City Council prior to the enactment of the subdivision/rezoning by-law for DASZ 21/06; and that the Chief Administrative Officer be delegated the authority to negotiate these terms and conditions, and report back to Council.

2. That the Director of Planning, Property and Development be authorized to certify any documents in connection therewith.

3. That The Winnipeg Zoning By-Law No. 6400/94 be amended by rezoning the subject land as shown on Schedule "A" for File No. **DASZ 21/06,** attached hereto and dated **September 5, 2006,** to an "R1-3.5" Single Family Residential District, a "R2" Two Family Residential District, a "RM-4" Multiple Family District, a "C2" Commercial District and a "PR1" Parks and Recreation District subject to the applicant entering into a Zoning Agreement with the City pursuant to Section 240 (1) of The City of Winnipeg Charter to include the following conditions:

A. That the Developer shall erect a uniform wood fence (2 metre in height) abutting Plessis Road, the future Transcona North-South Corridor and the CPR Molson Subdivision to the satisfaction of the Director of Public Works. Future owners of the individual building lots along this fencing shall be responsible for maintaining this fencing to the satisfaction of the Director of Planning, Property and Development.

B. That for the land zoned "RM-4" Multiple Family Residential District; and the land zoned "C2" Commercial District the development of any building, and/or accessory parking area and/or signage, plans shall be submitted showing the location and design of the proposed buildings, the location and design of accessory parking areas, private approaches, garbage enclosures, fencing, landscaping and signage to the East Kildonan - Transcona Community

Committee for plan approval prior to the issuance of any building or development permit, and thereafter all to be maintained to the satisfaction of the Director of Planning, Property and Development;

C. That the commercial land be restricted as follows;

i. That no building permits shall be issued for any building construction unless or until Plessis Road is twinned from Devonshire north to Spring Meadow Crescent.

ii. The following uses shall NOT be permitted on the land:

a AUTOMOBILE, including motorcycle: RENTAL, SALES, including accessory REPAIR, SERVICE, INSTALLATION OF SUPPLIES/PARTS
b AUTOMOBILE, including motorcycle: SUPPLIES/PARTS, SALES
c BINGO PARLOUR
d BOWLING ALLEY
e BUS STATION
f CONTRACTORS' ESTABLISHMENT
g EXTERMINATOR
h FARM SUPPLIES: SALES
i HOTEL, including MOTEL, limited to guest rooms
j MACHINERY/HEAVY EQUIPMENT SUPPLIES and PARTS:SALES, INSTALLATION, SERVICE
k MOBILE HOME PARK
l MOTORS or MACHINES, RECREATIONAL or UTILITY, including power toboggans, outboard motors, lawn mowers: RENTAL, SALE, SERVICE
m PARKING AREA, non-accessory
n PAWNSHOP
o TATTOO PARLOUR
p TERMINAL for HAULAGE, MOTOR FREIGHT STATION, excluding an intermodal terminal
q TERMINAL for COURIER/DELIVERY/ EXPRESS SERVICE, CLEANING SERVICE, KEY AND LOCK SERVICE, SECURITY SERVICE, TAXI, or similar service

iii. That there shall be no advertising signs, mobile signs, poster signs and A-frame signs on the entire site, except that a mobile sign shall be permitted on the site for a period of thirty (30) days in association with a new occupancy permit;

iv. That no illuminated signage be erected on the west side of the building or the lot;

v. That any free-standing use identification sign not exceed twenty-five (25) feet in height;

vi. That, prior to the issuance of any occupancy permits, all garbage containers be fully enclosed by a brick/concrete, and/or wood barrier fence that is at

least 6 inches above the top of the garbage container, and thereafter maintained to the satisfaction of the Director of Planning, Property and Development;

vii. That the Applicant shall erect two, 4 feet by 8 feet signs on the vacant subject property indicating the location and zoning of the commercial property within twelve (12) months from the date that the said rezoning by-law is adopted by Council; and plans for the signs showing their location and design shall be submitted to Director of Planning, Property and Development for approval; and the signs shall be maintained to the satisfaction of the Director of Planning, Property and Development until such time as the land is either rezoned or developed as a commercial land use;

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 by-law in accordance with the above.

6. That the subdivision section of the by-law shall come into force and effect upon execution by the City of Winnipeg of the Development Agreement.

7. That the zoning section of the by-law shall come into force and effect when the Plan of Subdivision has been registered in the Winnipeg Land Titles Office, and the Zoning Agreement has been filed by caveat in the Winnipeg Land Titles Office against those lands **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**.

8. The Plan of Subdivision shall be approved and signed by the Director of Planning, Property and Development within two (2) years of the date of passage of the aforementioned by-law.

9. In the event that the necessary City of Winnipeg mylar approval signatures have not been secured within twenty-four (24) months after adoption of the by-law, the matter shall be deemed to be concluded and shall not be proceeded with unless Council extends that time.

This Report Submitted by:
Planning, Property and Development Department
Planning and Land Use Division
Report Prepared by: John S. Wintrup
PPD File # DASZ 21/06

Schedule "A"

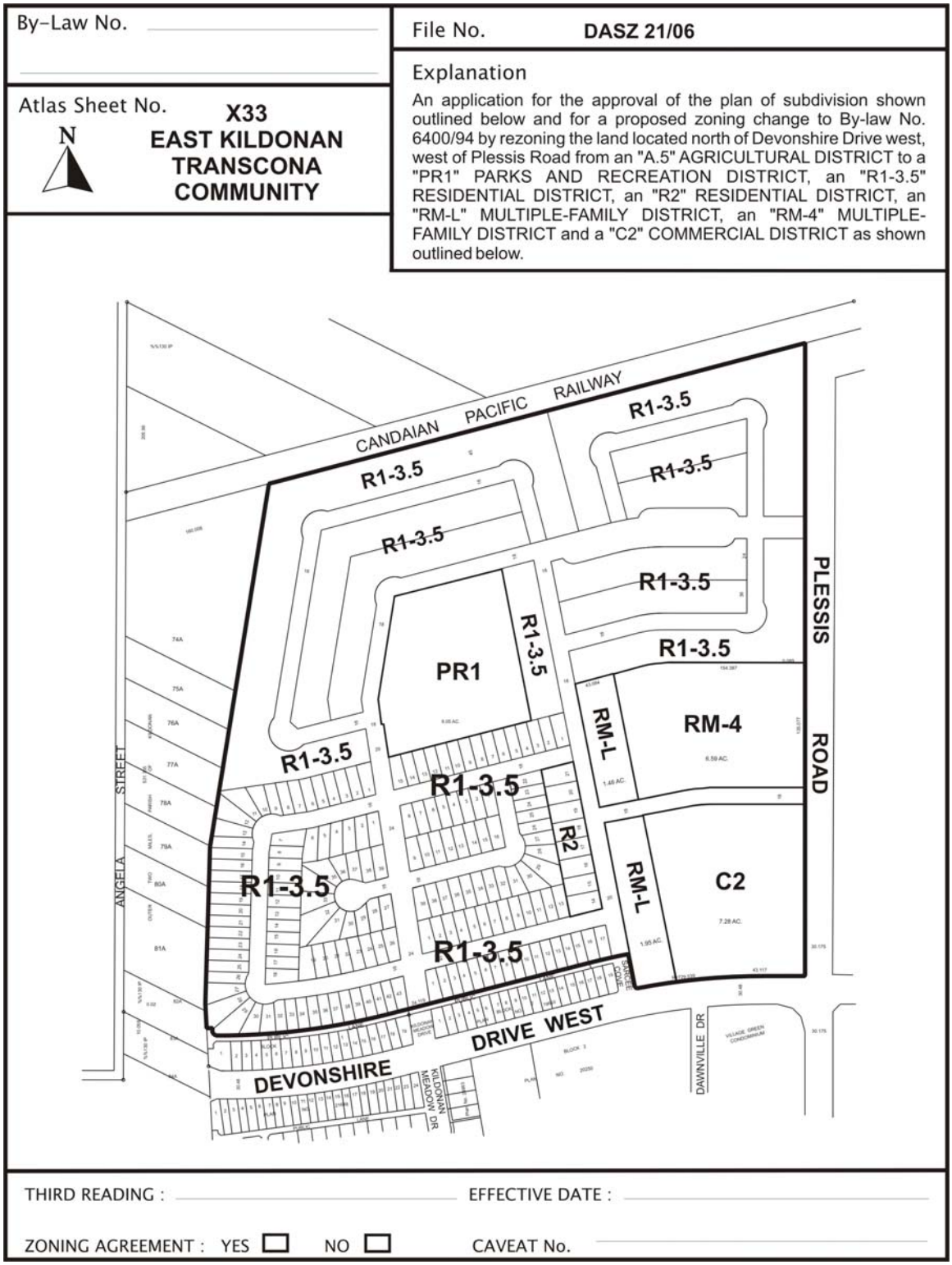


Figure 1: Schedule "A" to the report to the East Kildonan - Transcona Community Committee for File No. DASZ 21/2006, dated September 5, 2006.



Figure 2: Existing Land-Uses for subject property and Surrounding Area.

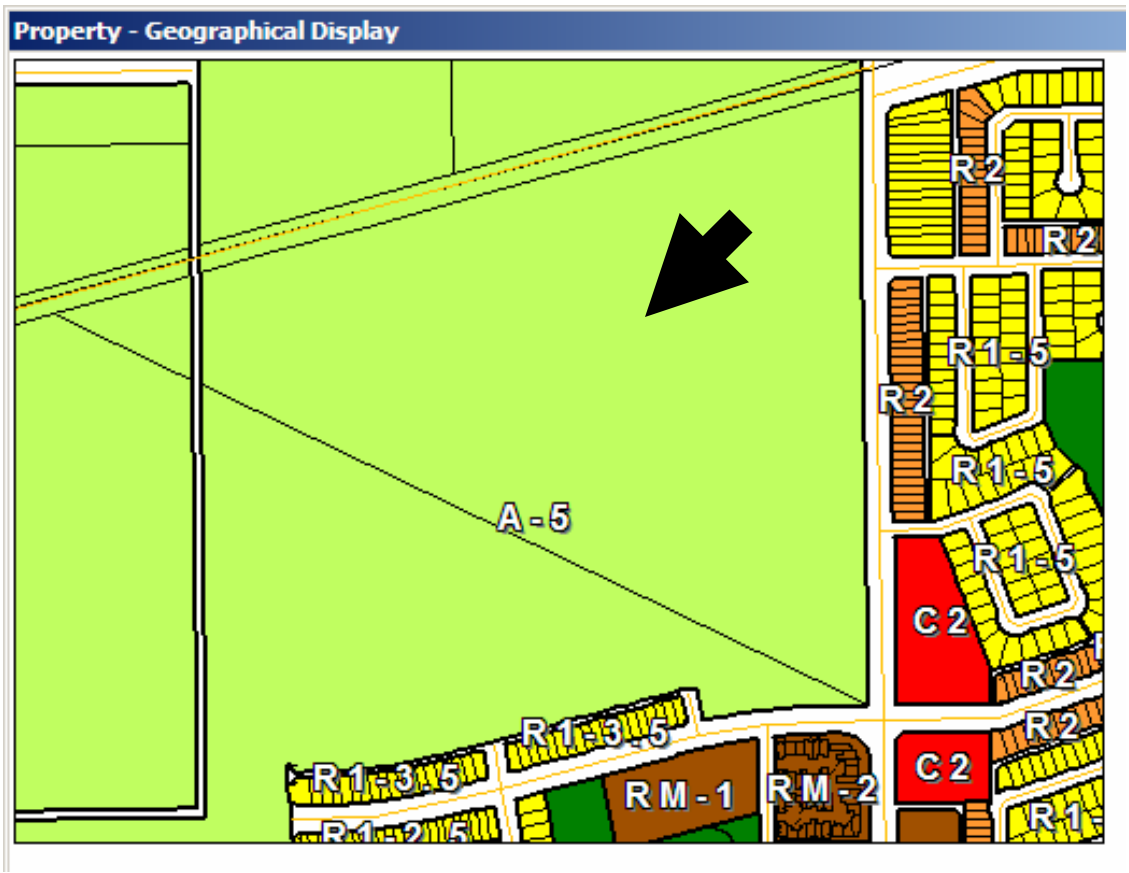


Figure 3: Existing Zoning for subject property and Surrounding Area.

Exhibit “7” referred to in File DASZ 21/2006

Re: Proposed subdivision and rezoning of land located north of Devonshire Drive, west of Plessis Road - DASZ 21/06.

An application has been submitted by Genstar Development Company to subdivide land located north of Devonshire Drive, west of Plessis Road.

It is recommended that the plan be amended as follows:

1. The park is to be relocated as shown on the attached sketch identified as Schedule "A".

2. Kildonan Meadow Drive is to be established as a residential collector street right-of-way width of 22.0 for its entire length from Devonshire Drive to Plessis Road.

3. Frontage roads are to be accommodated with a minimum right-of-way width of 9.0m and the terminus points of the frontage road are to be located and designed to the satisfaction of the Director of Public Works.

4. Where single and two family residential lots back onto Plessis Road the said lots are to be established with a minimum depth to provide a minimum rear yard set back of 17.5m; the Zoning Agreement covering these lots is to stipulate a minimum rear yard of 17.5m.

5. The Developer shall dedicate and legally open property for right-of-way corner cuts in the southwest and northwest corners of the intersection of Kildonan Meadow Drive and Plessis Road as determined by and to the satisfaction of the Director of Public Works.

6. The Develop shall dedicate and legally open property for right-of-way corner cuts measuring 3.0m by 3.0m are to be provided at each corner of any intersection where the angle is less than 80^0 to the satisfaction of the Director of Public Works.

7. Right-of-way to accommodate each cul-de-sac turnaround is to be consistent with the dimensions illustrated on Streets and Transportation Drawing ST-90 (revised) or St-90-A as a minimum.

8. Where proposed residential lots back onto the future Transcona North-South Corridor the said lots are to be established with a minimum depth to provide a minimum rear yard set back of 22.5m. The Zoning Agreement covering these lots is to stipulate a minimum rear yard of 22.5m.

It is recommended that approval of the amended plan be subject to the following:

Firstly, development within the Planned Area is to be limited to 50 single family residential lots until conditions contained within the pending Transcona West Area Structure Plan, Section 9.0 Phasing Policies, respecting the dualling of Plessis Road north of Regent Avenue have been approved and an Addendum to the Development Agreement for this application has been entered into.

Secondly, The Developer shall enter into a Development Agreement containing the following:

1. a) The Developer shall at no expense to the City construct watermains, wastewater sewers and land drainage sewers required to serve the proposed subdivision as determined by and to the satisfaction of the Director of Water and Waste.

   b) The Developer shall pay $818.09/acre as its share of the cost of the Kildare Land Drainage Trunk Sewer

2. The Developer shall, at no expense to the City, construct portland cement concrete pavement to widths of 7.5m and 10.0m and thicknesses of 150mm and 200mm respectively in all streets within the proposed subdivision and all related works including, but not necessarily limited to boulevard landscaping, ornamental street lighting and land drainage sewer, all as determined by and to the satisfaction of the Director of Public Works.

3. The Developer shall, at no expense to the City, construct a portland cement concrete sidewalk to width of 1.5m by 100mm in thickness on both sides of all streets with a right-of-way width of 22.0m or greater and on the west side of Plessis Road and north side of Devonshire Drive abutting the Planned Area, all as determined by and to the satisfaction of the Director of Public Works.

4. The Developer shall, at no expense to the City, construct portland cement concrete pavements to a width of 6.0m by 150mm in thickness within the frontage roads within the Planned Area, as determined by and to the satisfaction of the Director of Public Works.

5. The Developer shall pay, upon demand by the City, the full cost of the installation of traffic control signals and all related works, at the intersection of Devonshire Drive and Plessis Road including, but not necessarily limited to pedestrian and vehicle actuation, interconnection to adjacent traffic control signals and audible pedestrian signals, all as and when determined by and to the satisfaction of the Director of Public Works.

6. The Developer shall, at no expense to the City, pay its share of the future costs of the works required at and in the vicinity of the intersection of Devonshire Drive and future Transcona North-South Corridor including auxiliary lanes, channelization, the installation of traffic control signals and all related works all when and as determined by the Director of Public Works.

7. The Developer shall, on demand by the City, pay the full cost of the installation of a northbound left turn storage lane, plus upstream transition and median opening and all related works at the intersection of Plessis Road and Kildonan Meadow Drive, all as determined by and to the satisfaction of the Director of Public Works.

8. The Developer shall, on demand by the City, pay the full cost of the installation of a northbound left turn storage lane, plus upstream transition and right-turn channelization in the northwest and southwest quadrants of the intersection and all related works at the intersection of Plessis Road and Devonshire Drive, all as determined by and to the satisfaction of the Director of Public Works.

9. a) The Developer shall, at no expense to the City, construct within the rear and/or side yards of all lots abutting the CPR Molson Subdivision, a uniform fence 2.0m in height, to the satisfaction of the Director of Public Works. The Developer is to permit the City to file a caveat against the title of each of these proposed lots abutting the CPR Molson Subdivision requiring the owner(s) to maintain and/or repair or replace the fence as originally constructed, to the satisfaction of the Director of Public Works. Said fence is intended to ensure that "pedestrian trespass" to the tracks does not become a consequence of the subject development, thereby jeopardizing existing and/or future anti-whistling regulations along the subject railway line.

   b) The Developer shall, at no expense to the City, construct within the rear yards of all one and two family lots abutting Plessis Road, a uniform noise attenuation fence 2.0m in height, to the satisfaction of the Director of Public Works. The Developer is to permit the City to file a caveat against the title of each of thee proposed lots abutting Plessis Road requiring the owner(s) to maintain and/or repair or replace the fence as originally constructed, to the satisfaction of the Director of Public Works.

   c) The Developer shall, at no expense to the City, construct within the rear yards of the proposed lots abutting the future Transcona North-South Corridor a uniform noise attenuation fence 2.0m in height, to the satisfaction of the Director of Public Works. The Developer is to permit the City to file a caveat against the title of each of these proposed lots abutting the future Transcona North-South Corridor requiring the owner(s) to maintain and/or repair or replace the fence as originally constructed, to the satisfaction of the Director of Public Works.

10. The Developer shall be responsible to control and to initiate the clean up of litter and refuse from the contractors and builders for this development, both on-site and off-site, during the installation of services and construction of buildings, until substantial 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 any costs in remedying the situation to the satisfaction of the Director of Public Works.

11. The Developer shall ensure that construction traffic uses access 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 and safe condition, free of dropped and tracked-on mud, and shall undertake regular scraping and sweeping of streets until building construction, including landscaping is complete, all as determined by and to the satisfaction of the Director of Public Works.

12. The Developer shall, at no expense to the City, cause to be installed standard reflectorized permanent street name signs at each new intersection within or adjacent to the Planned Area, as determined by the Director of Public Works.

13. The Developer shall, at no expense to the City, construct a cul-de-sac type vehicle turnaround at the terminus of each temporarily dead-ended street and provide any right-of-way or easements necessary to accommodate same, all as determined by and to the satisfaction of the Director of Public Works.

14. The Developer shall, at no expense to the City, erect and maintain barricades and signing across the full width of any temporarily dead-ended streets, due to phasing of development, immediately upon completion of the paving or when house construction has begun, whichever is sooner, as determined by and to the satisfaction of the Director of Public Works.

15. The Developer shall ensure that two paved means of vehicular access are available at all times through all stages of development of the Planned Area to the satisfaction of the Director of Public Works. This may require the construction of temporary roadways and the provision of easements or right-of-way therefore.

16. The Developer shall, at no expense to the City, provide underground electrical and telephone services to serve the proposed subdivision and will pay the full cost to convert any existing overhead services within the proposed subdivision to underground.

17. The Developer shall dedicate a park comprising approximately 3 acres as shown on Schedule "A" the area of which is approximately 3.1% of the land within the proposed subdivision. The Developer shall be responsible for the development of a playground for ages 2 to 5 years as well as at least two bays of swings. Park amenities shall also include some seating areas, trees and a pathway to connect the route from Kildonan Meadow Drive to the future Transcona North-South Corridor. Also a formal pathway shall be established along Kildonan Meadow Drive north of Devonshire Drive to facilitate a pedestrian connection between the existing parks in Kildonan Meadows, all as determined by and to the satisfaction of the Director of Planning, Property and

Development. The cost of the above park amenities and pathways shall be credited against the Developer's obligation to provide 8% of the land within the proposed subdivision as public open space including landscaping and serviced park frontage in accordance with City policy.

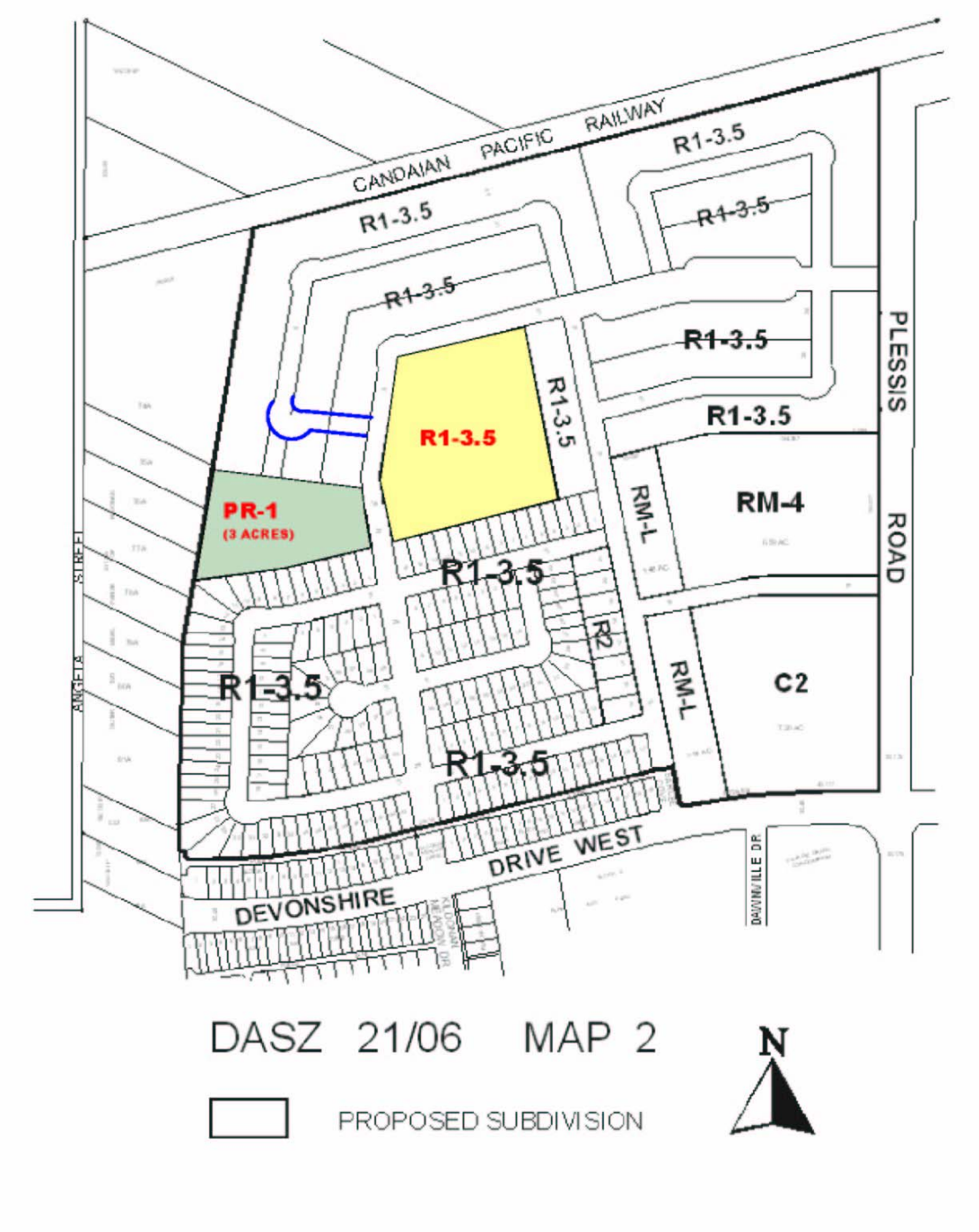
18. The Developer shall pay the full cost of engineering services provided by or on behalf of the City in connection with the installation of services required to serve the proposed subdivision.

19. The Developer shall pay $1,200.00 per acre in lieu of 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. AG 21/06
June 5, 2006

Enclosure



Schedule "A"

6530

(original signed by E.L. Carrière, P.Eng.)

_____
Land Development Engineer

(original signed by T. Josephson, P.Eng.)

_____
Water and Waste Department

(original signed by R. Hartmann, P.Eng.)

_____
Public Works Department
Transportation Division

Exhibit "15" referred to in File DASZ 21/2006

Re: Proposed subdivision and rezoning of land located north of Devonshire Drive, west of Plessis Road - DASZ 21/06

At its meeting held on June 13, 2005, the East Kildonan – Transcona Community Committee adjourned the public hearing for DASZ 21/06 for one year to June of 2007. Outstanding issues have now been addressed and the public hearing has been advertised for September 12, 2006. Following is a supplementary report to the Administrative Coordinating Group report dated June 5, 2006 being submitted for consideration by the East Kildonan – Transcona Community Committee on September 12, 2006.

It is recommended that the Administrative Coordinating Group's report dated June 5, 2006 be amended as follows:

1. By deleting Recommendation 1 dealing with proposed plan amendments in its entirety and replacing same with the following:

   "Walkways are to be provided to connect the proposed park to the future Transcona North-South Corridor and to Plessis Road to the satisfaction of the Director of Planning, Property and Development.

2. By adding the following sentence to Recommendation 2 dealing with proposed plan amendments:

   "The portion of Kildonan Meadow Drive west of Sarcee Cove will not require frontage roads for access to the proposed R1-3.5 single family development."

3. By amending Recommendation 8 dealing with proposed plan amendments by stipulating a 17.5m rear yard set back rather than 22.5m.

4. By adding the following Recommendation 9 to the proposed plan amendments:

   "The Developer shall dedicate and legally open property for a right-of-way corner cut in the northwest corner of the intersection of Devonshire Drive and Plessis Road as determined by and to the satisfaction of the Director of Public Works."

5. By adding the following Recommendation 10 to the proposed plan amendments:

   "The Developer shall dedicate and legally open property for right-of-way corner cuts in the southwest and northwest corners of the intersection of Plessis Road and the proposed street opposite Spring Meadow Crescent as determined by and to the satisfaction of the Director of Public Works."

6. By deleting the "Firstly" recommendation on Page 3 in its entirety and deleting the word "Secondly" also on page 3.

7. By deleting Clause 5 of the proposed development agreement in its entirety and replacing same with the following:

   "The Developer shall pay, upon demand by the City, its share cost of the installation of traffic control signals and all related works, at the intersection of Devonshire Drive and Plessis Road including, but not necessarily limited to pedestrian and vehicle actuation, interconnection to adjacent traffic control signals and audible pedestrian signals, all as and when determined by and to the satisfaction of the Director of Public Works."

8. By deleting Clause 8 of the proposed development agreement in its entirety and replacing same with the following:

   "The Developer shall, on demand by the City, pay the full cost of the installation of a northbound left turn storage lane, plus upstream transition and median opening, right-turn channelization in the northwest and southwest quadrants of the intersection and all related works at the intersection of Plessis Road and Devonshire Drive, all as determined by and to the satisfaction of the Director of Public Works."

9. By deleting Clause 17 of the proposed development agreement in its entirety and replacing same with the following:

"The Developer shall dedicate a park consisting of approximately 6 acres plus walkway connections to the future Transcona North-South Corridor and to Plessis Road to the satisfaction of the Director of Planning, Property and Development. The Developer shall landscape the park and walkways and provide playground and other amenities in accordance with plans and specifications approved by the Director of Planning, Property and Development. The cost of the amenities shall be credited against the Developer's 8% public open space obligations.

10. By adding a new clause 20 of the proposed development agreement as follows:

"The Developer shall, on demand by the City, pay the full cost of the installation of a northbound left turn storage lane, plus upstream transition and median opening, and all related works at the intersection of Plessis Road and the proposed street opposite Spring Meadow Crescent, all as determined by and to the satisfaction of the Director of Public Works."

11. By adding a new Clause 21 of the proposed development agreement as follows:

"The Developer shall *finance and construct the twinning of Plessis Road from Victoria Avenue to Devonshire Drive as determined by and to the satisfaction of the Director of Public Works, including, but not necessarily limited to the following:

a) portland cement concrete pavement and all related works,
b) portland cement concrete sidewalk,
c) street lighting,
d) boulevard landscaping,
e) modifications to existing intersections,
f) all related works

* The City may, at its sole discretion, construct and self-finance the cost of the work.

The twinning of Plessis Road from Victoria Avenue to Devonshire Drive shall be undertaken in accordance with the Stantec Consulting Ltd. Traffic Report as follows:

j) Upon commencement of any development within the proposed plan of subdivision, the improvements in Plessis Road from Victoria Avenue to Kildare Avenue shall be commence within the same construction season and be completed that season.

ii) Prior to the commencement of development exceeding 200 units (any combination of single-family and multi-family), the improvements in Plessis Road from Kildare Avenue to Devonshire Drive shall commence and be completed in the same construction season.

The Developer's share of the cost of services above shall be determined in accordance with the provisions of the Development Agreement and the City shall reimburse the Developer for the difference as determined by the Director of Public Works.

THIS REPORT SUBMITTED BY:

Administrative Coordinating Group
File No. AG 21/06

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["Original signed by E.L. Carriere"]
Land Development Engineer

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