Minutes - Executive Policy Committee – July 10, 2013

Minute No. 388
Report - Standing Policy Committee on Property and Development – July 2, 2013

Item No. 9 **Subdivision and Rezoning – southeast corner of Ravelston Avenue West and Peguis Street**
(Transcona Ward)
File DASZ 10/2013

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, both as amended, and submitted the following to Council:

1. That the plan of subdivision under File DASZ 10/2013 be approved for preparation as a plan of subdivision by a Manitoba Land Surveyor in accordance with Schedule "B" for File DASZ 10/2013 dated May 14, 2013 with such minor changes as may be required, and registration in the Winnipeg Land Titles Office, subject to the following:

    A. That the Developer enter into a Development Agreement with the City of Winnipeg containing all the conditions outlined in the report of the Administrative Coordinating Group dated May 9, 2013, as amended:

        A. Plan Considerations

            1. The Developer shall dedicate and legally open, property for right-of-way corner cuts in the south-east and south-west corners, as required, at the intersection of Ravelston Avenue West and the public road, approximately 200m east of Peguis Street, as determined by and to the satisfaction of the Director of Public Works.

            2. The Developer shall dedicate and legally open property for right-of-way corner cuts measuring 2.0m by 2.0m in each corner of the intersection of two streets measuring 22.0m in width or greater. 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°, to the satisfaction of the Director of Public Works.

            3. 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.

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4. The Developer shall provide right-of-way widths of 6.25m for each public lane serving single or two-family residential development, and 7.25m for each public lane serving multi-family residential and commercial development, to the satisfaction of the Director of Public Works.

5. Intersections of local streets within the Planned Area are to be designed such that the angle of intersection is no less than 70° as measured in the quadrant with the acute angle.

6. Where two local residential streets intersect with a residential collector street on opposite sides of said collector, the centerlines of the local streets are to be aligned to be coincident with one another at their intersection with the collector or be offset by a minimum of 45.0m along the collector.

7. Where local residential streets are aligned to curve within 20.0m of their intersection with a residential collector street, such curves are to have a minimum centerline radius of 60.0m.

8. Cul-de-sac streets are not to exceed a length of 105m. The plan is to be designed accordingly.

9. The Developer shall amend its plan, and replace it with 'Schedule B" attached, to change the 'Public Walk' to "Public Reserve", and align the streets north and south of said parcel to establish a sight line and AT connection from Ravelston through to the Public Reserve at the south limit of the planned area.

10. That the Developer provide a 6 metre wide public walkway connection off the north- south active transportation path that runs on the easterly side of the development connecting through to the first north/south road in Phase 1, approximately 250 meters south of Kildare Avenue West and Ravelston Avenue West.

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B. Engineering Report and Servicing Criteria

1. The Developer shall, provide, to the satisfaction of the Director of Water and Waste, a comprehensive servicing report, prepared by a qualified municipal engineer outlining the provision of underground services for the proposed subdivision and adjacent lands. The report shall include an engineer's estimate of the cost to construct the regional land drainage facilities in order to determine the trunk service rate.

2. The Developer shall submit, to the satisfaction of the Director of Water and Waste, servicing criteria sheets for water, wastewater, and land drainage facilities, including plans showing the current and ultimate service areas.

C. Agreement Conditions

1. The Developer shall construct, at no expense to the City, all wastewater sewers required to serve the Planned Area, as determined by, and to the satisfaction of, the Director of Water and Waste.

2. The Developer shall construct, at no expense to the City, all watermains required to serve the Planned Area, as determined by, and to the satisfaction of, the Director of Water and Waste.

3. The Developer shall construct, at no expense to the City, lot line services to service all lots within the Planned Area, as follows:

    a) The Developer shall, at no expense to the City, construct and install wastewater and water building services from the wastewater sewer and watermain, to service all lots within the Planned Area, as determined by, and to the satisfaction of, the Director of Water and Waste.

b) The Developer shall ensure that each sewer service remains plugged from installation until the foundation excavation has been backfilled and the roof of the dwelling has been sheathed, after which the house sewer may be connected. The Developer hereby agrees to indemnify the City against all actions, claims, demands, damages, losses, and costs, including legal and court costs, suffered or incurred by the City arising out of any failure to do so.

c) The Developer shall replace or repair any water or sewer service found to be defective within one year following the date the water is turned on for domestic use, and shall pay the City any cost incurred by the City arising out of any such defect.

4. The Developer shall, at no expense to the City, construct all land drainage sewers and stormwater retention facilities required to serve the Planned Area and adjacent lands, as determined by, and to the satisfaction of, the Director of Water and Waste. Any costs for oversizing or providing additional works to provide land drainage and stormwater retention capacity for adjacent lands shall be recovered by the City and paid to the Developer.

5. The Developer shall dedicate all land and provide all easements necessary to accommodate the required stormwater retention and land drainage facilities, as determined by the Director of Water and Waste, in accordance with the City's Development Agreements Parameters.

6. The Developer shall pay its share of the cost of the regional land drainage system for the Planned Area as determined by the Director of Water and Waste and, the cost of regional land drainage facilities constructed by the Developer (including the value of the land for the stormwater retention basins) shall be credited against this charge.

7. The Developer shall, at no expense to the City, provide a lot grading plan, prepared by a municipal engineer, for the Planned Area, and construct all drainage works necessitated by the design.

8. The Developer shall, at no expense to the City, construct all swales, catchbasins, and leads required to provide lot drainage prior to the issuance of building permits.

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9. The Developer shall, at no expense to the City, provide all easements with respect to the installation, maintenance, and replacement of swales, catchbasins, and leads for lot drainage upon registration of the approved subdivision mylars in the Land Titles Office.

10. The Developer shall, at no expense to the City, construct portland cement concrete pavements to widths of 7.5m, 8.0m and 10.0m, by 150mm and 200mm in thickness in all streets within the Planned Area and all related works including, but not necessarily limited to street lighting, boulevard landscaping and land drainage sewer all as determined by and to the satisfaction of the Director of Public Works and the developer shall not be required to construct the portion of the streets on the north and south sides of the RMU site east of the north-south public roads leading to the future rapid transit station. The Developer shall ensure that a curb and gutter is constructed at the entrance of the future streets on the north and south side of the RMU site and shall level and sod the road right-of- ways on the north and south sides of the RMU side.

11. The Developer shall, at no expense to the City, construct two lanes of temporary asphalt pavement roadway in the Reenders Drive right of way between the existing east terminus of Reenders Drive east of Stapon Road and Peguis Street, to the satisfaction of the Director of Public Works, including sidewalk on the south side of the temporary road and three way traffic control signals at Reenders and Drive and Peguis Street. If a permanent concrete road is constructed by others within one construction season from the execution of the Developer's Development Agreement on Reenders Drive prior to the commencement of works within the DASZ 10/2013 planned area, the temporary asphalt roadway, including sidewalk costs and 50% of traffic control signal cost will not be required to the satisfaction of the Director of Public Works.

12. The Developer shall, at no expense to the City, construct one-half of a four lane divided roadway consisting of two lanes of portland cement concrete pavement to a width of 8.0m by 200mm in thickness on Ravelston Avenue West between Peguis Street and the east property line of the proposed development, approximately 230m east of Peguis Street, (or to the south-easterly limit of the developer's property line on Ravelston Avenue West), 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, construct two lanes of portland cement concrete pavement to a width of 8.0m by 200mm in thickness on the easterly two lanes of Peguis Street between Reenders Drive and Ravelston Avenue West, as determined by and to the satisfaction of the Director of Public Works.

14. The Developer shall, at no expense to the City, construct portland cement concrete pavements to a width of 5.0m by 150mm in thickness, in public lanes serving single or two family residential development and 6.0m by 150mm in thickness in public lanes serving multi-family residential and commercial development, within the Planned Area, as determined by and to the satisfaction of the Director of Public Works.

15. The Developer shall, at no expense to the City, construct 1.5m in width by 100mm in thickness portland cerement concrete sidewalks on the standard alignment, 0.3m off the property line and 3.5m in width asphalt multi-use pathways along specific streets/public right-of-ways as shown on the Sidewalk/AT Schedule map attached hereto as Exhibit 16, for file DASZ 10/1013, as determined by and to the satisfaction of the Director of Public Works.

16. The Developer shall, at no expense to the City, construct auxiliary lanes, transitions, median opening (modifications), channelization and all related works on Reenders Drive at Peguis Street, unless these works are constructed by others prior to the commencement of works within DASZ 10/13 planned area with the developer being responsible for 50% of said works, by the Director of Public Works, and as determined by and to the satisfaction of the Director of Public Works.

17. The Developer shall, pay to the City, in cash, 40 % of the costs of traffic control signals and all related works including, but not necessarily limited to pedestrian and vehicular actuation and interconnection to adjacent traffic control signals and audible pedestrian signals at the intersection of Peguis Street and Ravelston Avenue West, as determined by and to the satisfaction of the Director of Public Works.

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18. The Developer shall, pay to the City, in cash, 50% of the costs of traffic control signals and all related works including, but not necessarily limited to pedestrian and vehicular actuation and interconnection to adjacent traffic control signals and audible pedestrian signals at the intersection of Peguis Street and Reenders Drive, unless these works are constructed by others prior to the commencement of works within DASZ 10/2013, as determined by and to the satisfaction of the Director of Public Works.

19. The Developer shall at no expense to the City, if applicable, construct within the Planned Area abutting the Central Manitoba Railway Pine Falls Subdivision, a uniform chain link fence 2.0m in height, where no fence already exists, as determined by and to the satisfaction of the Director of Public Works.

20. Private Approaches:

    a) There are to be no private approaches serving single or two family residential development off residential collector streets (i.e. rights-of-way measuring 22.0m or greater in width). The subdivision is to be designed accordingly.

21. The Developer shall install signs at the entrances to the subdivision, upon which is displayed a plan of the subdivision showing thereon the locations of all proposed sidewalks, public lanes, active transportation facilities, community mail boxes, parks, land drainage retention facilities, natural tree stands, multiple family sites, collector and arterial streets and the future Edward Schreyer Parkway.

22. The Developer is to provide two paved means of vehicular access to each stage of development within the Planned Area at all times, to the satisfaction of the Director of Public Works. This may require the construction of temporary paved streets and the provision of right-of-way or easements therefore.

23. 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.

24. The Developer shall construct paved cul-de-sac vehicular turnarounds at the terminus of each temporarily dead-ended street and provide any necessary right-of-way or easements therefore, all as determined by and to the satisfaction of the Director of Public Works.

25. The Developer shall, at no expense to the City, cause to be installed standard reflectorized permanent street name signs to be installed at all new street intersections being created as a result of the subdivision.

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

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

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

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

30. The Developer shall, at no expense to the City, sod, and plant trees on, all boulevards within and fronting on the Planned Area, all in accordance with City specifications and guidelines and, where required, with concept plans prepared by the Developer and submitted to, and approved by, the Director of Public Works.

31. The Developer shall, at no expense to the City, maintain the boulevard improvements for one year, in accordance with specifications approved by the Director of Public Works.

32. The Developer shall dedicate as public reserve at least 8% of the land contained within the overall development area and shall, at no expense to the City, undertake site improvements, landscape and construct paths within the public reserves, subject to Plan Approval by the East Kildonan-Transcona Community Committee and pay its share of the cost of services in streets abutting the dedicated land all in accordance with plans and specifications approved by the Director of Public Works. If the Developer is unable to dedicate a full 8% of the land, the Developer shall dedicate an amount of land satisfactory to the Directors of Public Works and Property, Planning & Development, and compensate the City for any shortfalls in the amount of land, servicing and improvements not provided, at the then current values, by payment of cash, or, by the provision of an equivalent value of additional site amenities in the public reserves, as approved by the Directors of Public Works and Planning Property and Development.

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33. For the parcel being changed from "Public Walk" to "Public Reserve" (per Clause 9 of the Plan Considerations), the developer shall, in addition to landscaping requirements outlined above, supply and install bollard fencing, including two removable bollards if required, along both street frontages and supply and install 8 -10 trees, in order to demarcate this land as park space and not street right-of-way subject to Plan Approval by the East Kildonan-Transcona Community Committee.

34. A 100% credit shall be granted for linear parks along retention ponds where the sloped grade limits multi-use options.

35. If deemed mutually agreeable by the City and the Developer, the dedication credits may be accrued between the subject development and DASZ 11/2013 and 12/2013, the determination of which must be confirmed prior to issuance of Total Performance for Parks, for the first completed planned area.

36. The Developer shall work collaboratively with the City of Winnipeg in finalizing the retention pond configuration to maximize usable space within the surrounding public reserve, which shall include space to accommodate at least a dog park in the public reserve complete with a black, chain-link fence to delineate the area as well as the installation of 50 trees. The size, configuration of the dog park shall be done to the satisfaction of the Director of Planning, Property and Development and subject Plan Approval by the East-Kildonan Transcona Community Committee.

37. The developer shall, at no cost to the city, provide continuous black chain-link fencing for properties with side or rear yards abutting public reserve land. Said fence to be located within private property and established by caveat to be the responsibility thereafter of the private property owner.

38. Park space development should be undertaken by the time the build out has reached 80% and completed prior to 100% build out, within that phase of the development, unless an extension of time has been previously approved by the Director of Public Works.

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39. The developer shall assume responsibility for all public reserve sites until they are developed and throughout the maintenance period.

40. The Developer shall, at no expense to the City, maintain the public open space improvements for a period of two years in accordance with specifications approved by the Director of Public Works. The City reserves the right to impose longer maintenance terms for amenities and features, such as naturalized areas, that the Director of Public Works deems to be beyond the standard scope of development. Commencement of the maintenance period will correspond with the issuance of Total Performance for Parks and shall be deemed complete by the issuance of a Final Acceptance Certificate for Parks.

41. Securities for Public reserve improvements shall not be released in full until Final Acceptance has been issued and as-built drawings have been received and accepted as complete by the Director of Public Works.

42. The Developer shall, as deemed necessary by, and at no expense to, the City, supply and install trail network signage and trail related traffic signage, on pathways and Active Transportation corridors, consistent with standards and specifications applied to similar citywide networks, and as determined by, and to the satisfaction of, the Directors of Public Works and Planning, Property, and Development.

43. Following completion of all major construction works, the Developer shall, at its cost, have the locations of the survey monuments within the Planned Area verified and, where the survey monuments have been disturbed, moved, covered, mutilated, or destroyed, have them replaced by a Manitoba Land Surveyor, who shall provide the Director of Planning, Property and Development with a certificate that all survey monuments within the Planned Area have been verified and/or replaced.

44. The Developer shall pay the full cost of all design services, including preliminary engineering studies, servicing reports, servicing criteria, construction drawings and specifications, and grading and landscaping plans and specifications, to be provided by Consultants approved by the City, for the design of the municipal services, parklands, parkways and associated works required to serve the Planned Area;

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45. The Developer shall pay the full cost of construction and landscaping supervision services provided by or on behalf of the City for field inspection, preparation of progress estimates, provision of as-built drawings by March 31 of the year following substantial performance of the work, and all other consulting services related to the installation and acceptance of municipal services, and all associated works to serve the Planned Area.

46. The Developer shall pay to the City, prior to the release of the subdivision mylars for registration in the Land Titles Office, $1,200.00 plus GST per acre of the Planned Area to defray the City's administration and related costs associated with the preparation and implementation of the Development Agreement.

47. The City will decommission the snow dump at the deep pond prior to first construction where building permits being issued to private properties that are located adjacent the deep pond snow dump. The City, specifically the department of Water and Waste will submit new plans for new fencing and new landscaping around the deep pond to the East-Kildonan Transcona Community Committee within six months of the execution of this development agreement. In the event the City does not decommission the deep pond snow dump, clean, re-landscape, and fence the site, building permits for the lots adjacent the snow dump will not be issued and the City will compensate the developer for lost revenue for the sale of said lands.

48. The Developer shall, at no expense to the City, construct a two lane concrete roadway extension of Kildare Avenue West from Plessis Road, westward through the lands formerly known as the Public Works Yards and on an alignment agreeable to the City, and up to the easterly limit of the planned area on the Ravelston right-a-way (DASZ 10/13) which will represent the southerly lanes of Ravelston.

49. The City will facilitate the Kildare / Ravelston Avenue Extension by implementing a Development Agreement Opening (DAO) for said roadway as referred to in Condition 48, within three months of the execution of this development agreement.

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50. The Developer shall enter into a Front Ending Agreement with the City of Winnipeg that will repay the developer for all costs associated with said works in the above two clauses, plus interest at a rate agreeable to the City, within five years of said construction work. The Front Ending Agreement shall be subject to said works being constructed and completed prior to the issuance of the 51st single family building permit in DASZ 10/13, and provide greater detail on all the terms and conditions of all the timing, scope, interest rate, repayment dates and terms to be mutually agreeable by the City and the Developer and live up to the clear intent of the East-Kildonan Transcona Community Committee and as determined by and to the satisfaction of the Director of Public Works.

51. The Developer shall, pay to the City, 50% in cash, all costs of a Pedestrian Corridor Half Signal (push-button activated) and shall construct all related works including required boulevard, pavement and sidewalk works, on Peguis Street at the first public road south of Ravelston Ave West, as determined by and to the satisfaction of the Director of Public Works, and will be constructed prior to the issuance of any building permits in DASZ10/13.

52. The Developer shall install a 3.5m wide Active Transportation Path that will directly connect to the Transcona Trail on the south side of the lands that belong to the City and are presently leased to Manitoba Lotteries. The configuration and exact location of said path, and lands identified for said path, shall be done in cooperation with and to the satisfaction of the Director of Public Works.

53. That a copy of the agreement with Hydro and Genstar in terms of the lands for the substation and required landscaping and decorative wall be filed with the City, prior to commencement of any construction.

54. The Developer shall, at no expense to the City, Construct auxiliary lanes, transitions, median opening (modifications), channelization and all related works on Pegius Street at and in the vicinity of its intersection with Ravleston Avenue West, as determined by and to the satisfaction of the Director of Public Works.

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2. That the Winnipeg Zoning By-law No. 200/2006 be amended by rezoning the subject land as shown on Schedule "B" for File DASZ 10/2013 dated May 14, 2013 to a "R1-M", "RMF-S", "RMF-M", "RMF-L", "RMU", "C2", and "PR1" zoning district subject to the following:

    A. That the applicant enter into a Zoning Agreement with the City pursuant to Section 240(1) of the City of Winnipeg Charter to include the following conditions:

        i. That, for the development of any building, and/or accessory parking area and/or signage within the lands zoned "RMF-S", "RMF-M", and "RMF-L" Residential Multifamily, "RMU" Residential Mixed Use, or "C2" Commercial Community, plans shall be submitted showing the location and design of the proposed buildings, potential shadow impacts, the location and design of accessory parking areas, private approaches, garbage enclosures, fencing, landscaping and signage to the Director of Planning, Property and Development and 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.

        ii. That, the Developer shall, at no expense to the City, erect uniform continuous black chain-link fencing for properties backing onto park space, or where trails or play equipment is anticipated to be within 10 feet of residential property line to the satisfaction of the Director of Public Works, the Director of Planning, Property and Development, and the East Kildonan-Transcona Community Committee. Said fence shall be located within private property and future owners of the individual building lots along this fencing shall be responsible for maintaining this fencing to the satisfaction of the Director of Public Works and the Director of Planning, Property and Development.

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iii. That the Developer shall erect two 4 foot by 8 foot signs on the vacant subject property indicating the location and zoning of the "RMF-S", "RMF-M", and "RMF-L" Residential Multifamily properties, the "RMU" Residential Mixed Use properties, and the "C2" Commercial Community properties 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 and the East Kildonan-Transcona Community Committee 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 a building permit issued for development.

iv. That there shall be no mobile signs on the properties zoned "RMU" and "C2".

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

4. That in the event the matter is not proceeded with expeditiously and the by-law is not passed within two years 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 the two-year period and Council approves the extension.

5. That the Director of Legal Services and City Solicitor be request 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 is registered in the Winnipeg Land Titles Office and the Zoning Agreement is registered in the Winnipeg Land Titles Office by caveat against the subject lands, provided that the said effective date occurs within one year from the date the by-law is passed.

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8. That the plan of subdivision shall be approved and signed by the Director of Planning, Property and Development within one year from the date the by-law is passed, failing which 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 the one-year period and Council approves the extension.

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

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DECISION MAKING HISTORY:

Moved by Councillor Browaty,

That the recommendations of the Standing Policy Committee on Property and Development and the East Kildonan-Transcona Community Committee be concurred in, with the following amendments:

Administrative Coordinating Group Report:

C. Agreement Conditions

- Condition 11
  Delete the words "as determined by and"

- Conditions 16
  Delete the words "on demand"

- Condition 17
  Delete the words "on demand"
  Delete "25%" and replace it with "40%"

- Condition 18
  Delete the words "on demand"

- Condition 19
  Add the words "where no fence already exists" after "2.0 in height"

- Condition 36
  Delete the words "and configuration"

- Delete Condition 49 and replace with the following:
  "49. The City will facilitate the Kildare / Ravelston Avenue Extension by implementing a Development Agreement Opening (DAO) for said roadway as referred to in Condition 48, within three months of the execution of this development agreement.

- Condition 50
  The Community Committee Recommendations was to read "the 99th single family building permit". Due to a clerical error, the recommendation was changed to "the 51st single family building permit". This is to confirm that the Condition remain to read "the 51st single family building permit".

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DECISION MAKING HISTORY (continued):

- Condition 51
  Delete the words “on demand”

- Condition 53
  Add the words “prior to commencement of any construction” after the word “City”

- Add the following New Condition:
  54. The Developer shall, at no expense to the City, Construct auxiliary lanes, transitions, median opening (modifications), channelization and all related works on Pegius Street at and In the vicinity of its intersection with Ravleston Avenue West, as determined by and to the satisfaction of the Director of Public Works.

and forwarded to Council.

Carried

STANDING COMMITTEE RECOMMENDATION:

On July 2, 2013, 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 RECOMMENTATION:

On June 18, 2013, the East Kildonan-Transcona Community Committee concurred in the recommendation of the Winnipeg Public Service with the following amendments:

Planner’s Report

- Recommendation 2.A.ii
  After the words “erect uniform continuous” add the words “black chain-link”
  After the words “equipment is anticipated to be within 10 feet of residential property line to the satisfaction of the Director of Public Works, the Director of Planning, Property and Development” add the words “and the East Kildonan-Transcona Community Committee”

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DECISION MAKING HISTORY: (continued)

COMMUNITY COMMITTEE RECOMMENTATION: (continued)

- Recommendation 2.A.iii
  After the words "and plans for the signs showing their location and design shall be submitted to Director of Planning, Property and Development" add the words "and the East Kildonan-Transcona Community Committee"

- Delete Recommendation 3 in its entirety

- Renumber all the recommendations accordingly

Administrative Coordinating Group Report:

A. Plan Considerations

- Add the following new recommendation

"10. That the Developer provide a 6 metre wide public walkway connection off the north- south active transportation path that runs on the easterly side of the development connecting through to the first north/south road in Phase 1, approximately 250 meters south of Kildare Avenue West and Ravelston Avenue West."

C. Agreement Conditions

- Recommendation 4 add the following wording

" Any costs for oversizing or providing additional works to provide land drainage and stormwater retention capacity for adjacent lands shall be recovered by the City and paid to the Developer."

- Recommendation 10 add the following wording

"and the developer shall not be required to construct the portion of the streets on the north and south sides of the RMU site east of the north-south public roads leading to the future rapid transit station. The Developer shall ensure that a curb and gutter is constructed at the entrance of the future streets on the north and south side of the RMU site and shall level and sod the road right-of- ways on the north and south sides of the RMU side."

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DECISION MAKING HISTORY: (continued)

COMMUNITY COMMITTEE RECOMMENTATION: (continued)

- Recommendation 11 add the following wording
  "including sidewalk on the south side of the temporary road and three way traffic control signals at Reenders and Drive and Peguis Street. If a permanent concrete road is constructed by others within one construction season from the execution of the Developer's Development Agreement on Reenders Drive prior to the commencement of works within the DASZ 10/2013 planned area, the temporary asphalt roadway, including sidewalk costs and 50% of traffic control signal cost will not be required as determined by and to the satisfaction of the Director of Public Works."

- Recommendation 12
  Delete the words "including a temporary asphalt roadway transition to tie into the westbound lanes of Ravelston Avenue West, to be constructed as part of DASZ 11/2013" and replace with the words " (or to the south-easterly limit of the developer's property line on Ravelston Avenue West)"

- Recommendation 13
  After the words "thickness on" add the words "the easterly two lanes of"

  - Delete Recommendation 15 in its entirety and replace with the following
    "15. The Developer shall, at no expense to the City, construct 1.5m in width by 100mm in thickness portland cerement concrete sidewalks on the standard alignment, 0.3m off the property line and 3.5m in width asphalt multi-use pathways along specific streets/public right-of-ways as shown on the Sidewalk/AT Schedule map attached hereto as Exhibit 16, for file DASZ 10/1013, as determined by and to the satisfaction of the Director of Public Works."

- Delete recommendations 16, 17, 18, 19, 20, 21, and 22 in their entirety

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DECISION MAKING HISTORY: (continued)

COMMUNITY COMMITTEE RECOMMENTATION: (continued)

- Delete recommendation 23 in its entirety and replace with the following
  "23. The Developer shall, at no expense to the City, construct auxiliary lanes, transitions, median opening (modifications), channelization and all related works on Reenders Drive at Peguis Street, unless these works are constructed by others prior to the commencement of works within DASZ 10/13 planned area with the developer being responsible for 50% of said works, on demand, by the Director of Public Works, and as determined by and to the satisfaction of the Director of Public Works."

- Recommendation 24
  Delete the word "25%" and replace with the word "40%"

- Recommendation 25
  Delete the word "25%" and replace with the word "50%"
  After the words "Peguis Street and Reenders Drive" add the words "unless these works are constructed by others prior to the commencement of works within DASZ 10/2013"

- Recommendation 26
  After the words "a uniform" add the words "chain link"

- Recommendation 39
  After the words "at no expense to the City" add the words "undertake site improvements"
  After the words "construct paths with the public reserves" add the words "subject to Plan Approval by the East Kildonan-Transcona Community Committee"

- Recommendation 40
  Add the words "subject to Plan Approval by the East Kildonan-Transcona Community Committee. "

- Delete Recommendation 41 in its entirety and replace with the following
  "41. A 100% credit shall be granted for linear parks along retention ponds where the sloped grade limits multi-use options"

- Delete Recommendation 43 in its entirety

Report - Standing Policy Committee on Property and Development – July 2, 2013

DECISION MAKING HISTORY: (continued)

COMMUNITY COMMITTEE RECOMMENTATION: (continued)

- Recommendation 44
  Delete the words "one full size soccer field" and replace with the words "a dog park in the public reserve complete with a black, chain-link fence to delineate the area as well as the installation of 50 trees. The size, configuration and configuration of the dog park shall be done to the satisfaction of the Director of Planning, Property and Development and subject Plan Approval by the East-Kildonan Transcona Community Committee."

- Delete Recommendation 45 in its entirety

- Recommendation 46
  After the word "continuous" add the words "black chain-link"

- Add the following new recommendations:
  "56. The City will decommission the snow dump at the deep pond prior to first construction where building permits being issued to private properties that are located adjacent the deep pond snow dump. The City, specifically the department of Water and Waste will submit new plans for new fencing and new landscaping around the deep pond to the East-Kildonan Transcona Community Committee within six months of the execution of this development agreement. In the event the City does not decommission the deep pond snow dump, clean, re-landscape, and fence the site, building permits for the lots adjacent the snow dump will not be issued and the City will compensate the developer for lost revenue for the sale of said lands.

  57. The Developer shall, at no expense to the City, construct a two lane concrete roadway extension of Kildare Avenue West from Plessis Road, westward through the lands formerly known as the Public Works Yards and on an alignment agreeable to the City, and up to the easterly limit of the planned area on the Ravelston right-a-way (DASZ 10/13) which will represent the southerly lanes of Ravelston.

  58. New clause: The City will facilitate the Kildare Avenue Extension by implementing a Development Agreement Opening (DAO) for Ravelston Road within three months of the execution of this development agreement.

Report - Standing Policy Committee on Property and Development – July 2, 2013

DECISION MAKING HISTORY: (continued)

COMMUNITY COMMITTEE RECOMMENTATION: (continued)

59. The Developer shall enter into a Front Ending Agreement with the City of Winnipeg that will repay the developer for all costs associated with said works in the above two clauses, plus interest at a rate agreeable to the City, within five years of said construction work. The Front Ending Agreement shall be subject to said works being constructed and completed prior to the issuance of the 51st single family building permit in DASZ 10/13, and provide greater detail on all the terms and conditions of all the timing, scope, interest rate, repayment dates and terms to be mutually agreeable by the City and the Developer and live up to the clear intent of the East-Kildonan Transcona Community Committee and as determined by and to the satisfaction of the Director of Public Works.

60. The Developer shall, pay to the City, 50% in cash, on demand, all costs of a Pedestrian Half Signal (push-button activated) and shall construct all related works including required boulevard, pavement and sidewalk works, on Peguis Street at the first public road south of Ravelston Ave West, as determined by and to the satisfaction of the Director of Public Works, and will be constructed prior to the issuance of any building permits in DASZ10/13.

61. The Developer shall install a 3.5m wide Active Transportation Path that will directly connect to the Transcona Trail on the south side of the lands that belong to the City and are presently leased to Manitoba Lotteries. The configuration and exact location of said path, and lands identified for said path, shall be done in cooperation with and to the satisfaction of the Director of Public Works.

62. That a copy of the agreement with Hydro and Genstar in terms of the lands for the substation and required landscaping and decorative wall be filed with the City."

- Renumber all the recommendations accordingly,

and forwarded the matter to the Standing Policy Committee on Property and Development.

Minutes - Executive Policy Committee – July 10, 2013

Report - Standing Policy Committee on Property and Development – July 2, 2013

DECISION MAKING HISTORY: (continued)

COMMUNITY COMMITTEE RECOMMENTATION: (continued)

On May 21, 2013, the East Kildonan-Transcona Community Committee adjourned the public hearing to its meeting on June 18, 2013, at 6:00 p.m., in the Council Building, 510 Main Street.

RE: Subdivision and Rezoning – southeast corner of Ravelston Avenue West and Peguis Street
File DASZ 10/2013

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

Prepared by: Josie Marques, Senior Committee Clerk
East Kildonan-Transcona Community Committee

Report date: June 25, 2013

COMMUNITY COMMITTEE RECOMMENDATION:

On June 18, 2013, the East Kildonan-Transcona Community Committee concurred in the recommendation of the Winnipeg Public Service, as amended, and recommended to the Standing Policy Committee on Property and Development:

1. That the plan of subdivision proposed under File DASZ 10/2013 be approved for preparation as a plan of subdivision by a Manitoba Land Surveyor in accordance with Schedule "B" for File DASZ 10/2013 dated May 14, 2013 with such minor changes as may be required, and registration in the Winnipeg Land Titles Office, subject to the following:

    A. That the Developer enter into a Development Agreement with the City of Winnipeg containing all the conditions outlined in the report of the Administrative Coordinating Group dated May 9, 2013, ***as amended:***

        A. Plan Considerations

        1. The Developer shall dedicate and legally open, property for right-of-way corner cuts in the south-east and south-west corners, as required, at the intersection of Ravelston Avenue West and the public road, approximately 200m east of Peguis Street, as determined by and to the satisfaction of the Director of Public Works.

        2. The Developer shall dedicate and legally open property for right-of-way corner cuts measuring 2.0m by 2.0m in each corner of the intersection of two streets measuring 22.0m in width or greater. 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°, to the satisfaction of the Director of Public Works.

        3. 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.

4. The Developer shall provide right-of-way widths of 6.25m for each public lane serving single or two-family residential development, and 7.25m for each public lane serving multi-family residential and commercial development, to the satisfaction of the Director of Public Works.

5. Intersections of local streets within the Planned Area are to be designed such that the angle of intersection is no less than 70° as measured in the quadrant with the acute angle.

6. Where two local residential streets intersect with a residential collector street on opposite sides of said collector, the centerlines of the local streets are to be aligned to be coincident with one another at their intersection with the collector or be offset by a minimum of 45.0m along the collector.

7. Where local residential streets are aligned to curve within 20.0m of their intersection with a residential collector street, such curves are to have a minimum centerline radius of 60.0m.

8. Cul-de-sac streets are not to exceed a length of 105m. The plan is to be designed accordingly.

9. The Developer shall amend its plan, and replace it with 'Schedule B" attached, to change the 'Public Walk' to "Public Reserve", and align the streets north and south of said parcel to establish a sight line and AT connection from Ravelston through to the Public Reserve at the south limit of the planned area.

10. That the Developer provide a 6 metre wide public walkway connection off the north- south active transportation path that runs on the easterly side of the development connecting through to the first north/south road in Phase 1, approximately 250 meters south of Kildare Avenue West and Ravelston Avenue West.

B. Engineering Report and Servicing Criteria

1. The Developer shall, provide, to the satisfaction of the Director of Water and Waste, a comprehensive servicing report, prepared by a qualified municipal engineer outlining the provision of underground services for the proposed subdivision and adjacent lands. The report shall include an engineer's estimate of the cost to construct the regional land drainage facilities in order to determine the trunk service rate.

2. The Developer shall submit, to the satisfaction of the Director of Water and Waste, servicing criteria sheets for water, wastewater, and land

drainage facilities, including plans showing the current and ultimate service areas.

C. Agreement Conditions

1. The Developer shall construct, at no expense to the City, all wastewater sewers required to serve the Planned Area, as determined by, and to the satisfaction of, the Director of Water and Waste.

2 The Developer shall construct, at no expense to the City, all watermains required to serve the Planned Area, as determined by, and to the satisfaction of, the Director of Water and Waste.

3. The Developer shall construct, at no expense to the City, lot line services to service all lots within the Planned Area, as follows:

   a) The Developer shall, at no expense to the City, construct and install wastewater and water building services from the wastewater sewer and watermain, to service all lots within the Planned Area, as determined by, and to the satisfaction of, the Director of Water and Waste.

   b) The Developer shall ensure that each sewer service remains plugged from installation until the foundation excavation has been backfilled and the roof of the dwelling has been sheathed, after which the house sewer may be connected. The Developer hereby agrees to indemnify the City against all actions, claims, demands, damages, losses, and costs, including legal and court costs, suffered or incurred by the City arising out of any failure to do so.

   c) The Developer shall replace or repair any water or sewer service found to be defective within one year following the date the water is turned on for domestic use, and shall pay the City any cost incurred by the City arising out of any such defect.

4. The Developer shall, at no expense to the City, construct all land drainage sewers and stormwater retention facilities required to serve the Planned Area and adjacent lands, as determined by, and to the satisfaction of, the Director of Water and Waste. ***Any costs for oversizing or providing additional works to provide land drainage and stormwater retention capacity for adjacent lands shall be recovered by the City and paid to the Developer.***

5. The Developer shall dedicate all land and provide all easements necessary to accommodate the required stormwater retention and land drainage

facilities, as determined by the Director of Water and Waste, in accordance with the City's Development Agreements Parameters.

6. The Developer shall pay its share of the cost of the regional land drainage system for the Planned Area as determined by the Director of Water and Waste and, the cost of regional land drainage facilities constructed by the Developer (including the value of the land for the stormwater retention basins) shall be credited against this charge.

7. The Developer shall, at no expense to the City, provide a lot grading plan, prepared by a municipal engineer, for the Planned Area, and construct all drainage works necessitated by the design.

8. The Developer shall, at no expense to the City, construct all swales, catchbasins, and leads required to provide lot drainage prior to the issuance of building permits.

9. The Developer shall, at no expense to the City, provide all easements with respect to the installation, maintenance, and replacement of swales, catchbasins, and leads for lot drainage upon registration of the approved subdivision mylars in the Land Titles Office.

10. The Developer shall, at no expense to the City, construct portland cement concrete pavements to widths of 7.5m, 8.0m and 10.0m, by 150mm and 200mm in thickness in all streets within the Planned Area and all related works including, but not necessarily limited to street lighting, boulevard landscaping and land drainage sewer all as determined by and to the satisfaction of the Director of Public Works ***and the developer shall not be required to construct the portion of the streets on the north and south sides of the RMU site east of the north-south public roads leading to the future rapid transit station. The Developer shall ensure that a curb and gutter is constructed at the entrance of the future streets on the north and south side of the RMU site and shall level and sod the road right-of-ways on the north and south sides of the RMU side.***

11. The Developer shall, at no expense to the City, construct two lanes of temporary asphalt pavement roadway in the Reenders Drive right of way between the existing east terminus of Reenders Drive east of Stapon Road and Peguis Street, as determined by and to the satisfaction of the Director of Public Works, ***including sidewalk on the south side of the temporary road and three way traffic control signals at Reenders and Drive and Peguis Street. If a permanent concrete road is constructed by others within one construction season from the execution of the Developer's Development Agreement on Reenders Drive prior to the commencement of works within the DASZ 10/2013 planned area, the temporary asphalt***

roadway, including sidewalk costs and 50% of traffic control signal cost will not be required as determined by and to the satisfaction of the Director of Public Works.

12. The Developer shall, at no expense to the City, construct one-half of a four lane divided roadway consisting of two lanes of portland cement concrete pavement to a width of 8.0m by 200mm in thickness on Ravelston Avenue West between Peguis Street and the east property line of the proposed development, approximately 230m east of Peguis Street, ***~~including a temporary asphalt roadway transition to tie into the westbound lanes of Ravelston Avenue West, to be constructed as part of DASZ 11/2013~~ (or to the south-easterly limit of the developer's property line on Ravelston Avenue West)***, as determined by and to the satisfaction of the Director of Public Works.

13. The Developer shall, at no expense to the City, construct two lanes of portland cement concrete pavement to a width of 8.0m by 200mm in thickness on ***the easterly two lanes of*** Peguis Street between Reenders Drive and Ravelston Avenue West, as determined by and to the satisfaction of the Director of Public Works.

14. The Developer shall, at no expense to the City, construct portland cement concrete pavements to a width of 5.0m by 150mm in thickness, in public lanes serving single or two family residential development and 6.0m by 150mm in thickness in public lanes serving multi-family residential and commercial development, within the Planned Area, as determined by and to the satisfaction of the Director of Public Works.

15. ***~~The Developer shall, at no expense to the City, construct a 1.5m in width by 100mm in thickness portland cement concrete sidewalk on the standard alignment, 0.3m off of the property line, along both sides of all streets within the Planned Area with rights-of-way measuring 22.0m in width or greater where a 3.5m in width asphalt multi-use pathway is being constructed, or on the portion of the north side of the east-west public road opposite Almey Avenue adjacent to the RMU site, as determined by and to the satisfaction of the Director of Public Works.~~ The Developer shall, at no expense to the City, construct 1.5m in width by 100mm in thickness portland cerement concrete sidewalks on the standard alignment, 0.3m off the property line and 3.5m in width asphalt multi-use pathways along specific streets/public right-of-ways as shown on the Sidewalk/AT Schedule map attached hereto as Exhibit 16, for file DASZ 10/1013, as determined by and to the satisfaction of the Director of Public Works.***

~~***16. The Developer shall, at no expense to the City, construct a 1.5 m in width by 100mm in thickness Portland Cement concrete sidewalk on the standard alignment, 0.3m off of the property line or adjacent to the curb on both sides of the north-south public road extending from Ravelston Avenue West to its southerly terminus point , as determined by and to the satisfaction of the Director of Public Works***~~

~~***17. The Developer shall, at no expense to the City, construct a 1.5 m in width by 100mm in thickness Portland Cement concrete sidewalk on the standard alignment, 0.3m off of the property line on both sides of the north-south public roads between Ravelston Avenue West and the east-west public road opposite Almey Avenue extending through the centre of the development, as determined by and to the satisfaction of the Director of Public Works.***~~

~~***18. The Developer shall, at no expense to the City, construct a 1.5m in width by 100mm in thickness portland cement concrete sidewalk on the standard alignment, 0.3m off of the property line on the south side of the first public road north of the east-west public road opposite Almey Avenue to the westerly limit of the future Rapid Transit Station access road, as determined by and to the satisfaction of the Director of Public Works.***~~

~~***19. The Developer shall, at no expense to the City, construct a 1.5m in width by 100mm in thickness portland cement concrete sidewalk on the standard alignment, 0.3m off of the property line on west side of the first public road east of Peguis Street between the east-west public road opposite Almey Avenue and the public road to the north, as determined by and to the satisfaction of the Director of Public Works***~~

~~***20. The Developer shall, at no expense to the City, construct a 3.5m in width asphalt multi-use pathway extending from the east limit of the east-west public road opposite Almey Avenue (second public road east of Peguis Street) to the future rapid transit station and the existing Transcona Trail, as determined by and to the satisfaction of the Director of Public Works.***~~

~~***21. The Developer shall, at no expense to the City, construct a 3.5m in width asphalt multi-use pathway on the public walkway connection between the first public road north of the east-west public road opposite Almey Avenue and the public road to the north, extending through the center of the development, as determined by and to the satisfaction of the Director of Public Works.***~~

~~***22. The Developer shall, pay to the City, in cash, on demand the costs of auxiliary lanes, transitions, median opening (modifications), channelization and all related works on Peguis Street at and in the vicinity of its intersection with Ravelston Avenue West and Reenders Drive, as determined by and to the satisfaction of the Director of Public Works.***~~

~~***23.***~~ ***16.*** ~~***The Developer shall, pay to the City, in cash, on demand the costs of auxiliary lanes, transitions, median opening (modifications), channelization and all related works on Reenders Drive at Peguis Street, as determined by and to the satisfaction of the Director of Public Works.***~~ ***The Developer shall, at no expense to the City, construct auxiliary lanes, transitions, median opening (modifications), channelization and all related works on Reenders Drive at Peguis Street, unless these works are constructed by others prior to the commencement of works within DASZ 10/13 planned area with the developer being responsible for 50% of said works, on demand, by the Director of Public Works, and as determined by and to the satisfaction of the Director of Public Works.***

~~***24.***~~ ***17***. The Developer shall, pay to the City, in cash, on demand ~~***25%***~~ ***40%*** of the costs of traffic control signals and all related works including, but not necessarily limited to pedestrian and vehicular actuation and interconnection to adjacent traffic control signals and audible pedestrian signals at the intersection of Peguis Street and Ravelston Avenue West, as determined by and to the satisfaction of the Director of Public Works.

~~***25.***~~ ***18.*** The Developer shall, pay to the City, in cash, on demand ~~***25%***~~ ***50%*** of the costs of traffic control signals and all related works including, but not necessarily limited to pedestrian and vehicular actuation and interconnection to adjacent traffic control signals and audible pedestrian signals at the intersection of Peguis Street and Reenders Drive, ***unless these works are constructed by others prior to the commencement of works within DASZ 10/2013,*** as determined by and to the satisfaction of the Director of Public Works.

~~***26.***~~ ***19.*** The Developer shall at no expense to the City, if applicable, construct within the Planned Area abutting the Central Manitoba Railway Pine Falls Subdivision, a uniform ***chain link*** fence 2.0m in height, as determined by and to the satisfaction of the Director of Public Works.

~~***27.***~~ ***20***. Private Approaches:

a) There are to be no private approaches serving single or two family residential development off residential collector streets (i.e. rights-of-way measuring 22.0m or greater in width). The subdivision is to be designed accordingly.

~~***28.***~~ ***21***. The Developer shall install signs at the entrances to the subdivision, upon which is displayed a plan of the subdivision showing thereon the locations of all proposed sidewalks, public lanes, active transportation facilities, community mail boxes, parks, land drainage retention facilities, natural tree stands, multiple family sites, collector and arterial streets and the future Edward Schreyer Parkway.

~~***29.***~~ ***22***. The Developer is to provide two paved means of vehicular access to each stage of development within the Planned Area at all times, to the satisfaction of the Director of Public Works. This may require the construction of temporary paved streets and the provision of right-of-way or easements therefore.

~~***30.***~~ ***23***. 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.

~~***31.***~~ ***24.*** The Developer shall construct paved cul-de-sac vehicular turnarounds at the terminus of each temporarily dead-ended street and provide any necessary right-of-way or easements therefore, all as determined by and to the satisfaction of the Director of Public Works.

~~***32.***~~ ***25***. The Developer shall, at no expense to the City, cause to be installed standard reflectorized permanent street name signs to be installed at all new street intersections being created as a result of the subdivision.

~~***33.***~~ ***26***. The Developer shall, at no expense to the City, cause underground electrical and telephone services to be installed to serve the proposed subdivision to the satisfaction of the Director of Public Works.

~~***34.***~~ ***27***. The Developer shall pay all costs associated with the relocation of streetlights and other utilities made necessary as a result of or required to accommodate works, which are to be constructed by the Developer to serve the Planned Area, as determined by and to the satisfaction of the Director of Public Works.

~~***35.***~~ ***28***. The Developer shall, at no expense to the City, be responsible to control and to initiate the cleanup of litter and refuse from the contractors and builders for this development, both on-site and off- site, during the installation of services and construction of houses, until completion of all construction. The cleanup of litter and refuse shall be done on a regular

basis as determined by the Director of Public Works. This shall include initiating action and assuming all costs in remedying the situation to the satisfaction of the Director of Public Works.

~~36~~. 29. The Developer shall, at no expense to the City, ensure that construction traffic uses routes as determined by the Director of Public works. The Developer shall maintain, at no expense to the City, the access routes in a clean dust free condition, free of dropped and tracked-on mud, and shall undertake regular cleaning of streets until building construction, including landscaping is complete, all as determined by and to the satisfaction of the Director of Public Works.

~~37~~. 30. The Developer shall, at no expense to the City, sod, and plant trees on, all boulevards within and fronting on the Planned Area, all in accordance with City specifications and guidelines and, where required, with concept plans prepared by the Developer and submitted to, and approved by, the Director of Public Works.

~~38~~. 31. The Developer shall, at no expense to the City, maintain the boulevard improvements for one year, in accordance with specifications approved by the Director of Public Works.

~~39~~. 32. The Developer shall dedicate as public reserve at least 8% of the land contained within the overall development area and shall, at no expense to the City, ***undertake site improvements,*** landscape and construct paths within the public reserves, ***subject to Plan Approval by the East Kildonan-Transcona Community Committee*** and pay its share of the cost of services in streets abutting the dedicated land all in accordance with plans and specifications approved by the Director of Public Works. If the Developer is unable to dedicate a full 8% of the land, the Developer shall dedicate an amount of land satisfactory to the Directors of Public Works and Property, Planning & Development, and compensate the City for any shortfalls in the amount of land, servicing and improvements not provided, at the then current values, by payment of cash, or, by the provision of an equivalent value of additional site amenities in the public reserves, as approved by the Directors of Public Works and Planning Property and Development.

~~40~~. 33. For the parcel being changed from “Public Walk” to “Public Reserve” (per Clause 9 of the Plan Considerations), the developer shall, in addition to landscaping requirements outlined above, supply and install bollard fencing, including two removable bollards if required, along both street frontages and supply and install 8 -10 trees, in order to demarcate this land as park space and not street right-of-way ***subject to Plan Approval by the East Kildonan-Transcona Community Committee***.

~~***41. Partial credit only shall be granted for linear parks along retention ponds where the sloped grade limits multi-use options, the determination of which shall be to the satisfaction of the Director of Planning, Property and Development.***~~

~~33~~. 34. A 100% credit shall be granted for linear parks along retention ponds where the sloped grade limits multi-use options

~~42~~. 35. If deemed mutually agreeable by the City and the Developer, the dedication credits may be accrued between the subject development and DASZ 11/2013 and 12/2013, the determination of which must be confirmed prior to issuance of Total Performance for Parks, for the first completed planned area.

~~***43. The Developer acknowledges that the City will not compensate the developer for the Developer's provision of serviced frontages which are in excess of the standard 100 feet per acre.***~~

~~44~~. 36. The Developer shall work collaboratively with the City of Winnipeg in finalizing the retention pond configuration to maximize usable space within the surrounding public reserve, which shall include space to accommodate at least ~~***one full-size soccer field***~~ ***a dog park in the public reserve complete with a black, chain-link fence to delineate the area as well as the installation of 50 trees. The size, configuration and configuration of the dog park shall be done to the satisfaction of the Director of Planning, Property and Development and subject Plan Approval by the East-Kildonan Transcona Community Committee.***

~~***45. If the City deems that the provision of irrigation or water service to the public reserve is not required, the Developer shall provide compensation in the form of site amenities of predetermined equivalent value.***~~

~~46~~. 37. The developer shall, at no cost to the city, provide continuous ***black chain-link*** fencing for properties with side or rear yards abutting public reserve land. Said fence to be located within private property and established by caveat to be the responsibility thereafter of the private property owner.

~~47~~. 38. Park space development should be undertaken by the time the build out has reached 80% and completed prior to 100% build out, within that phase of the development, unless an extension of time has been previously approved by the Director of Public Works.

~~48~~. 39. The developer shall assume responsibility for all public reserve sites until they are developed and throughout the maintenance period.

~~49~~. 40. The Developer shall, at no expense to the City, maintain the public open space improvements for a period of two years in accordance with specifications approved by the Director of Public Works. The City reserves the right to impose longer maintenance terms for amenities and features, such as naturalized areas, that the Director of Public Works deems to be beyond the standard scope of development. Commencement of the maintenance period will correspond with the issuance of Total Performance for Parks and shall be deemed complete by the issuance of a Final Acceptance Certificate for Parks.

~~50~~. 41. Securities for Public reserve improvements shall not be released in full until Final Acceptance has been issued and as-built drawings have been received and accepted as complete by the Director of Public Works.

~~51~~. 43. The Developer shall, as deemed necessary by, and at no expense to, the City, supply and install trail network signage and trail related traffic signage, on pathways and Active Transportation corridors, consistent with standards and specifications applied to similar citywide networks, and as determined by, and to the satisfaction of, the Directors of Public Works and Planning, Property, and Development.

~~52~~. 43. Following completion of all major construction works, the Developer shall, at its cost, have the locations of the survey monuments within the Planned Area verified and, where the survey monuments have been disturbed, moved, covered, mutilated, or destroyed, have them replaced by a Manitoba Land Surveyor, who shall provide the Director of Planning, Property and Development with a certificate that all survey monuments within the Planned Area have been verified and/or replaced.

~~53~~. 44. The Developer shall pay the full cost of all design services, including preliminary engineering studies, servicing reports, servicing criteria, construction drawings and specifications, and grading and landscaping plans and specifications, to be provided by Consultants approved by the City, for the design of the municipal services, parklands, parkways and associated works required to serve the Planned Area;

~~54~~. 45. The Developer shall pay the full cost of construction and landscaping supervision services provided by or on behalf of the City for field inspection, preparation of progress estimates, provision of as-built drawings by March 31 of the year following substantial performance of the work, and all other consulting services related to the installation and

acceptance of municipal services, and all associated works to serve the Planned Area.

~~*55.*~~ ***46.*** The Developer shall pay to the City, prior to the release of the subdivision mylars for registration in the Land Titles Office, $1,200.00 plus GST per acre of the Planned Area to defray the City's administration and related costs associated with the preparation and implementation of the Development Agreement.

~~*56.*~~ ***47. The City will decommission the snow dump at the deep pond prior to first construction where building permits being issued to private properties that are located adjacent the deep pond snow dump. The City, specifically the department of Water and Waste will submit new plans for new fencing and new landscaping around the deep pond to the East-Kildonan Transcona Community Committee within six months of the execution of this development agreement. In the event the City does not decommission the deep pond snow dump, clean, re-landscape, and fence the site, building permits for the lots adjacent the snow dump will not be issued and the City will compensate the developer for lost revenue for the sale of said lands.***

~~*57.*~~ ***48. The Developer shall, at no expense to the City, construct a two lane concrete roadway extension of Kildare Avenue West from Plessis Road, westward through the lands formerly known as the Public Works Yards and on an alignment agreeable to the City, and up to the easterly limit of the planned area on the Ravelston right-a-way (DASZ 10/13) which will represent the southerly lanes of Ravelston.***

~~*58.*~~ ***49. The City will facilitate the Kildare Avenue Extension by implementing a Development Agreement Opening (DAO) for Ravelston Road within three months of the execution of this development agreement.***

~~*59.*~~ ***50. The Developer shall enter into a Front Ending Agreement with the City of Winnipeg that will repay the developer for all costs associated with said works in the above two clauses, plus interest at a rate agreeable to the City, within five years of said construction work. The Front Ending Agreement shall be subject to said works being constructed and completed prior to the issuance of the 51st single family building permit in DASZ 10/13, and provide greater detail on all the terms and conditions of all the timing, scope, interest rate, repayment dates and terms to be mutually agreeable by the City and the Developer and live up to the clear intent of the East-Kildonan Transcona Community Committee and as determined by and to the satisfaction of the Director of Public Works.***

~~60~~. 51. The Developer shall, pay to the City, 50% in cash, on demand, all costs of a Pedestrian Half Signal (push-button activated) and shall construct all related works including required boulevard, pavement and sidewalk works, on Peguis Street at the first public road south of Ravelston Ave West, as determined by and to the satisfaction of the Director of Public Works, and will be constructed prior to the issuance of any building permits in DASZ10/13.

~~61~~. 52. The Developer shall install a 3.5m wide Active Transportation Path that will directly connect to the Transcona Trail on the south side of the lands that belong to the City and are presently leased to Manitoba Lotteries. The configuration and exact location of said path, and lands identified for said path, shall be done in cooperation with and to the satisfaction of the Director of Public Works.

~~62~~. 53. That a copy of the agreement with Hydro and Genstar in terms of the lands for the substation and required landscaping and decorative wall be filed with the City.

2. That the Winnipeg Zoning By-law No. 200/2006 be amended by rezoning the subject land as shown on Schedule "B" for File DASZ 10/2013 dated May 14, 2013 to a "R1-M", "RMF-S", "RMF-M", "RMF-L", "RMU", "C2", and "PR1" zoning district subject to the following:

   A. That the applicant enter into a Zoning Agreement with the City pursuant to Section 240(1) of the City of Winnipeg Charter to include the following conditions:

      i. That, for the development of any building, and/or accessory parking area and/or signage within the lands zoned "RMF-S", "RMF-M", and "RMF-L" Residential Multifamily, "RMU" Residential Mixed Use, or "C2" Commercial Community, plans shall be submitted showing the location and design of the proposed buildings, potential shadow impacts, the location and design of accessory parking areas, private approaches, garbage enclosures, fencing, landscaping and signage to the Director of Planning, Property and Development and 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.

      ii. That, the Developer shall, at no expense to the City, erect uniform continuous ***black chain-link*** fencing for properties backing onto park space, or where trails or play equipment is anticipated to be within 10 feet of residential property line to the satisfaction of the Director of Public Works, the Director of Planning, Property and Development, ***and the East***

Kildonan-Transcona Community Committee. Said fence shall be located within private property and future owners of the individual building lots along this fencing shall be responsible for maintaining this fencing to the satisfaction of the Director of Public Works and the Director of Planning, Property and Development.

iii. That the Developer shall erect two 4 foot by 8 foot signs on the vacant subject property indicating the location and zoning of the "RMF-S", "RMF-M", and "RMF-L" Residential Multifamily properties, the "RMU" Residential Mixed Use properties, and the "C2" Commercial Community properties 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 ***and the East Kildonan-Transcona Community Committee*** 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 a building permit issued for development.

iv. That there shall be no mobile signs on the properties zoned "RMU" and "C2".

~~***3. That in lieu of the requirement for land dedication, a sum of money, calculated as ten percent (10%) of the increase in market value of the land and the creation of additional lots, be paid to the City for the purchase of land for purposes of the City other than streets.***~~

~~4.~~ 3. That the Director of Planning, Property, and Development be authorized to certify any documents in connection therewith.

~~5.~~ 4. That in the event the matter is not proceeded with expeditiously and the by-law is not passed within two years 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 the two-year period and Council approves the extension.

~~6.~~ 5. That the Director of Legal Services and City Solicitor be request to prepare the necessary by-law in accordance with the above.

~~7.~~ 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.

~~8.~~ 7. That the zoning section of the by-law shall come into force and effect when the plan of subdivision is registered in the Winnipeg Land Titles Office and the Zoning Agreement is registered in the Winnipeg Land Titles Office by caveat against the subject lands,

provided that the said effective date occurs within one year from the date the by-law is passed.

~~9.~~ 8. That the plan of subdivision shall be approved and signed by the Director of Planning, Property and Development within one year from the date the by-law is passed, failing which 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 the one-year period and Council approves the extension.

~~10.~~ 9. That the Director of Legal Services and City Solicitor 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 reason(s) for its recommendation:

1. This facilitates the connection of Reenders to Peguis, and the closing at Almay..
2. This addresses a lot of the traffic concerns in the neighbourhood and growth in the area.
3. The road upgrades will be tremendous.
4. The developer will have to build a connection to Kildare which is a major east-west connection for the community.
5. The development will have positive impact on Winnipeg's economic situation.
6. There is a demand and need in the area for multiple-family development.
7. The area has an existing community club with more activity than before.
8. There is a plan for a future school in the area.
9. The application is consistence with Transcona area plan and OurWinnipeg.

PUBLIC HEARING SUMMARY

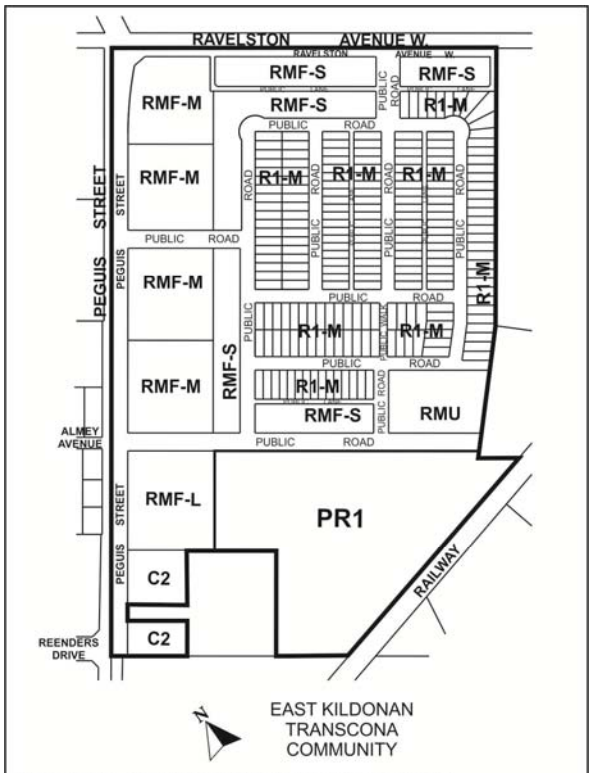
File: DASZ 10/2013

Before: East Kildonan-Transcona Community Committee
Councillor Browaty, Chairperson
Councillor Steen
Councillor Wyatt

Public Hearing: May 21, 2013
June 18, 2013
Council Building, 510 Main Street

Applicant: Genstar Development Company (Dave Boles)

Subject:



APPLICANT : GENSTAR DEVELOPMENT COMPANY
FILE : DASZ 10/13
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. 200/2006 by rezoning the land located on the southeast corner of Ravelston Ave W. and Peguis St as shown outlined above from an "RR5" RURAL RESIDENTIAL 5 DISTRICT to an "R1-M" RESIDENTIAL SINGLE FAMILY DISTRICT, "RMF-S", "RMF-M" and "RMF-L" RESIDENTIAL MULTI-FAMILY DISTRICTS, "RMU" RESIDENTIAL MIXED USE DISTRICT, "C2" COMMERCIAL COMMUNITY DISTRICT, and a "PR1" PARKS AND RECREATION 1 DISTRICT to facilitate the development of the Devonshire Village development, which will include lands for single family, townhouse, multifamily, residential mixed use, and commercial development. **For information, phone Mr. M. Pyl, Planner, at 204-986-5595.**

Premises Affected: southeast corner of Ravelston Avenue West and Peguis Street

Exhibits Filed:

1. Application dated February 26, 2013
2. Notification of Public Hearing dated April 12, 2013
3. Manitoba Status of Titles 1789463/1 and 2036622/1
4. Caveat Nos. 1516745/1, 3512368/1 and 4201409/1.
5. Letter of authorization dated February 26, 2013 from the City of Winnipeg to Genstar Development Company
6. Surveyor's Building Location Certificate and sketch dated November 27, 2012
7. Plans (3 pages)
8. Report from the Planning and Land Use Division dated May 14, 2013
9. Inspection Report
10. Communication dated May 14, 2013, from Mike Malyk in opposition to the application
11. Presentation in support of the application, submitted by the applicant at the public hearing
12. Audio Recording of representations
13. Notice of Adjournment dated May 28, 2013
14. Presentation in support of the application, submitted by the applicant at the public hearing
15. Concept Plan (1 page) submitted by the applicant at the public hearing
16. Sidewalk/AT Schedule

REPRESENTATIONS:

In Support:

Dave Boles and Jerry Klein, Genstar Development Company
Marc Brown
Nathan Janzen
Vic Janzen
Lilita Klavins

In Opposition

Noni Bodnar
Stan and Judith Burym
George Hartwig

Troy Hildebrand and Melody Rogan
Chris Howells
Faye and Michael Lozinski
Mike Malyk
Christine Piotrowski
Peter and Judy Pshednovak

For Information:

Heather Bell
Troy Hildebrand
Ted Nestor

For the City:

Mr. M. Pittet, Manager of Land Development, Geomatics, and Land Information Services, Planning, Property and Development Department
Mr. M. Pyl, Planner, Planning, Property and Development Department
Mr. K. Raban, Land Development Administrator, Planning, Property and Development Department
Mr. B. Buyachok, Real Property Officer, Planning, Property and Development Department
Mr. G. Jasper, Land Development Engineer, Planning, Property and Development Department
Ms D. Beaton, Park Strategic Planner, Planning, Property and Development Department
Ms C. Desjardine, Community Traffic Engineer, Public Works Department

Exhibit “8” referred to in File DASZ 10/2013

ADMINISTRATIVE REPORT

Title: DASZ 10/13 – SE Peguis at Ravelston

Issue: For consideration at the public hearing to facilitate the development of Devonshire Village through the creation of 209 single family lots, five blocks for duplex or townhome development, one “RMF-L” and four “RMF-M” residential multifamily sites, one “RMU” site, and a small “C2” commercial site, as well as public reserve lands and public right-of-ways

Critical Path: East Kildonan-Transcona Community Committee → Standing Policy Committee on Property and Development → Executive Policy Committee → Council

AUTHORIZATION

Author	Department Head	CFO	CAO
B. Smith	n/a	n/a	

RECOMMENDATIONS

1. That the plan of subdivision proposed under File DASZ 10/2013 be approved for preparation as a plan of subdivision by a Manitoba Land Surveyor in accordance with Schedule “B” for File DASZ 10/2013 dated May 14, 2013 with such minor changes as may be required, and registration in the Winnipeg Land Titles Office, subject to the following:

    A. That the Developer enter into a Development Agreement with the City of Winnipeg containing all the conditions outlined in the report of the Administrative Coordinating Group dated May 9, 2013.

2. That the Winnipeg Zoning By-law No. 200/06 be amended by rezoning the subject land as shown on Schedule “B” for File DASZ 10/2013 dated May 14, 2013 to a “R1-M”, “RMF-S”, “RMF-M”, “RMF-L”, “RMU”, “C2”, and “PR1” zoning district subject to the following:

    A. That the applicant enter into a Zoning Agreement with the City pursuant to Section 240(1) of the City of Winnipeg Charter to include the following conditions:

        i. That, for the development of any building, and/or accessory parking area and/or signage within the lands zoned “RMF-S”, “RMF-M”, and “RMF-L” Residential Multifamily, “RMU” Residential Mixed Use, or “C2” Commercial Community, plans shall be submitted showing the location and design of the proposed buildings, potential shadow impacts, the location and design of accessory parking areas, private approaches, garbage enclosures, fencing, landscaping and signage to the Director of Planning, Property and Development and 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.

ii. That, the Developer shall, at no expense to the City, erect uniform continuous fencing for properties backing onto park space, or where trails or play equipment is anticipated to be within 10 feet of residential property line to the satisfaction of the Director of Public Works and the Director of Planning, Property and Development. Said fence shall be located within private property and future owners of the individual building lots along this fencing shall be responsible for maintaining this fencing to the satisfaction of the Director of Public Works and the Director of Planning, Property and Development.

iii. That the Developer shall erect two 4 foot by 8 foot signs on the vacant subject property indicating the location and zoning of the “RMF-S”, “RMF-M”, and “RMF-L” Residential Multifamily properties, the “RMU” Residential Mixed Use properties, and the “C2” Commercial Community properties 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 a building permit issued for development.

iv. That there shall be no mobile signs on the properties zoned “RMU” and “C2”.

3. That in lieu of the requirement for land dedication, a sum of money, calculated as ten percent (10%) of the increase in market value of the land and the creation of additional lots, be paid to the City for the purchase of land for purposes of the City other than streets.

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

5. That in the event the matter is not proceeded with expeditiously and the by-law is not passed within two years 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 the two-year period and Council approves the extension.

6. That the Director of Legal Services and City Solicitor be request to prepare the necessary by-law in accordance with the above.

7. 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.

8. That the zoning section of the by-law shall come into force and effect when the plan of subdivision is registered in the Winnipeg Land Titles Office and the Zoning Agreement is registered in the Winnipeg Land Titles Office by caveat against the subject lands, provided that the said effective date occurs within one year from the date the by-law is passed.

9. That the plan of subdivision shall be approved and signed by the Director of Planning, Property and Development within one year from the date the by-law is passed, failing which 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 the one-year period and Council approves the extension.

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

REASON FOR THE REPORT

- The applicant intends to subdivide and rezone the subject property into 209 single family lots, one "RMF-L" lot, four "RMF-M" lots, five blocks for duplex or townhouse development zoned "RMF-S", one residential mixed use site zoned "RMU", and two small commercial sites zoned "C2". This development will be called "Devonshire Village".
- In concurrence with this application, the applicant has also applied for two other subdivision and rezoning applications north of Ravelston Av W and east of Peguis St (DASZs 11 and 12 of 2013) to accommodate primarily single family lots as well as multifamily sites. These two applications will comprise a development called "Devonshire Park".
- This development is occurring within the context of larger, area-wide improvements to the road network. As per the recommendations of the Administrative Coordinating Group, this includes the upgrading of Peguis St, Devonshire Dr, and Ravelston Av W, and the extension of Reenders Dr. A concurrent road closing application will also see the severing of Almey Av at Lagimodiere Blvd.
- The subject property falls within the boundaries of the Transcona West Area Structure Plan.

IMPLICATIONS OF THE RECOMMENDATIONS

If the recommendations of the Urban Planning Division are concurred in, the subject property will be subdivided and rezoned.

CONSULTATION

In preparing this report there was consultation with:

N/A

SUBMITTED BY

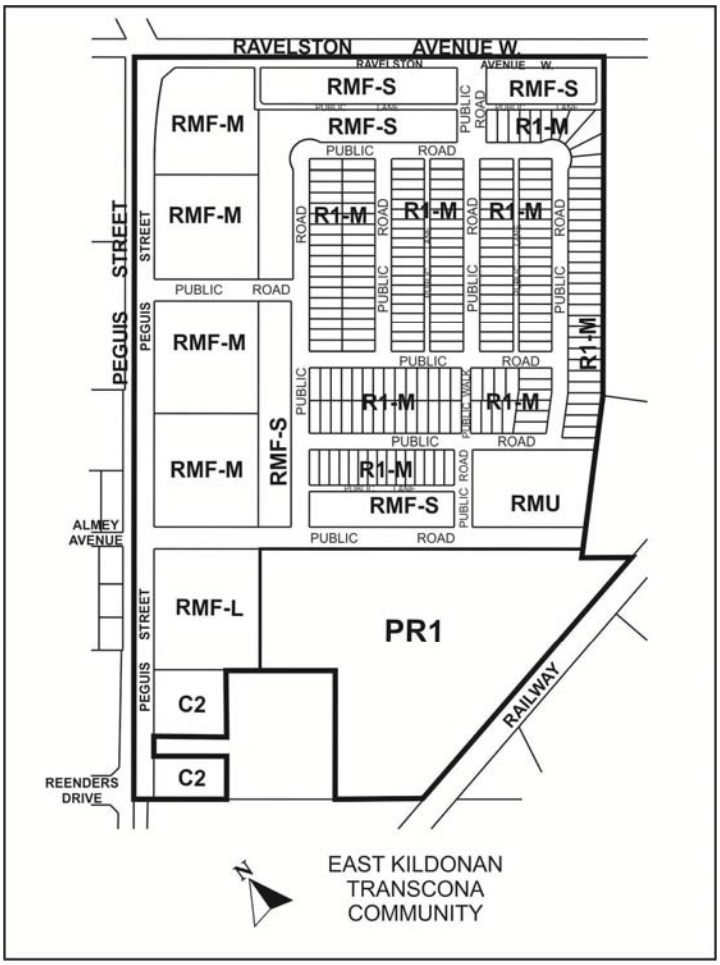
Department	Planning, Property and Development
Division	Urban Planning Division
Prepared by	Michael Pyl
Date:	May 14, 2013
File No.	DASZ 10/13

APPENDIX 'A'

DATE: May 14, 2013
FILE: DASZ 10/13
RELATED FILES:
COMMUNITY: East Kildonan-Transcona
NEIGHBOURHOOD #: 4.417

SUBJECT: To establish 209 single family lots, five blocks for duplex or townhome development, one "RMF-L" and four "RMF-M" residential multifamily sites, one "RMU" site, and a "C2" commercial site, as well as public reserve lands and public rights-of-way.

LOCATION: Southeast corner of Ravelston Av W and Peguis St



APPLICANT: Dave Boles
Genstar Development Company
320-530 Kenaston Blvd
Winnipeg MB R3N 1Z4

OWNER: Genstar Title Co. Ltd.
320-530 Kenaston Blvd
Winnipeg MB R3N 1Z4

And

The City of Winnipeg
3rd Floor, 65 Garry St
Winnipeg MB R3C 4K4

RECOMMENDATION: Approval

REPORT SUMMARY

- The applicant intends to subdivide and rezone the subject property into 209 single family lots, one "RMF-L" lot, four "RMF-M" lots, five blocks for duplex or townhouse development zoned "RMF-S", one residential mixed use site zoned "RMU", and two small commercial sites zoned "C2". This development will be called "Devonshire Village".
- In concurrence with this application, the applicant has also applied for two other subdivision and rezoning applications north of Ravelston Av W and east of Peguis St (DASZs 11 and 12 of 2013) to accommodate primarily single family lots as well as multifamily sites. These two applications will comprise a development called "Devonshire Park".
- This development is occurring within the context of larger, area-wide improvements to the road network. As per the recommendations of the Administrative Coordinating Group, this includes the upgrading of Peguis St, Devonshire Dr, and Ravelston Av W, and the extension of Reenders Dr. A concurrent road closing application will also see the severing of Almey Av at Lagimodiere Blvd.
- The subject property falls within the boundaries of the Transcona West Area Structure Plan.

SITE DESCRIPTION

- The subject property is located on the east side of Peguis St north of the commercially-zoned Costco warehouse on Regent Av W, south of Ravelston Av W, and west of the CEMR Pine Falls rail line and the City's deep pond in the Peguis neighbourhood of the Transcona ward.
- The subject property is zoned "RR5" Rural Residential 5 district and is currently vacant. It is 93 acres in area.
- Adjacent properties include single family dwellings along Almey and Ravelston Avs to the west split-zoned "RR5" and "R1-L" Residential Single Family district, vacant land to the north that will comprise an additional phase of this development to the north zoned, a land drainage pond and a surface parking lot servicing the Club Regent Casino (this site is owned by the City and leased to the casino) to the east zoned "RR5" and "C3" Commercial Corridor district respectively, and a Costco warehouse and a 4.6 acre property owned by Manitoba Hydro zoned "C4" Commercial Regional district and "RR5" respectively.



Figure 1: Site map of subject property and surrounding neighbourhood

DESCRIPTION OF THE PROPOSED DEVELOPMENT

- The applicant intends to develop the subject property into a development called “Devonshire Village”.
- This development will include 209 single family lots, one “RMF-L” Residential Multifamily site, four “RMF-M” Residential Multifamily sites, one “RMU” Residential Mixed Use site, five blocks for duplex or townhouse development zoned “RMF-S” Residential Multifamily district, and two small commercial sites zoned “C2” Commercial Community. The higher density multifamily residential sites will be located along the east side of Peguis St with the single family dwellings located interior to the site. The “RMU” site will be located directly across from a park and adjacent to a future rapid transit station.
- The applicant has not submitted building plans with this application; it only establishes land for future development.
- In consideration of the two other applications the applicant has made (DASZs 11 and 12 of 2013), it is intended that this application will be built first, followed by the land in between Ravelston and Devonshire (DASZ 11/13), and then the land north of Devonshire (DASZ 12/13).

BACKGROUND

DASZ 11/13 and DASZ 12/13

- In concurrence with this application, the applicant has also applied to subdivide and rezone the land north of Ravelston Av W up to the CPR rail line as part of the applicant's larger, three-phase Transcona West development.
- File no. DASZ 11/13 refers to the land between Ravelston and an extended Devonshire Dr, while file no. DASZ 12/13 refers to the land between Devonshire and the CPR rail line. The former is intended to be developed as the second phase of the applicant's lands, while the latter will be developed as the third phase.

DASZ 11/11

- On March 21, 2012, Council approved a subdivision and rezoning application for 32 acres of land west of the subject area across Peguis St, between Almey Av and Ravelston Av W. The development includes 104 single family lots and 8.6 acres of multifamily-zoned lands.

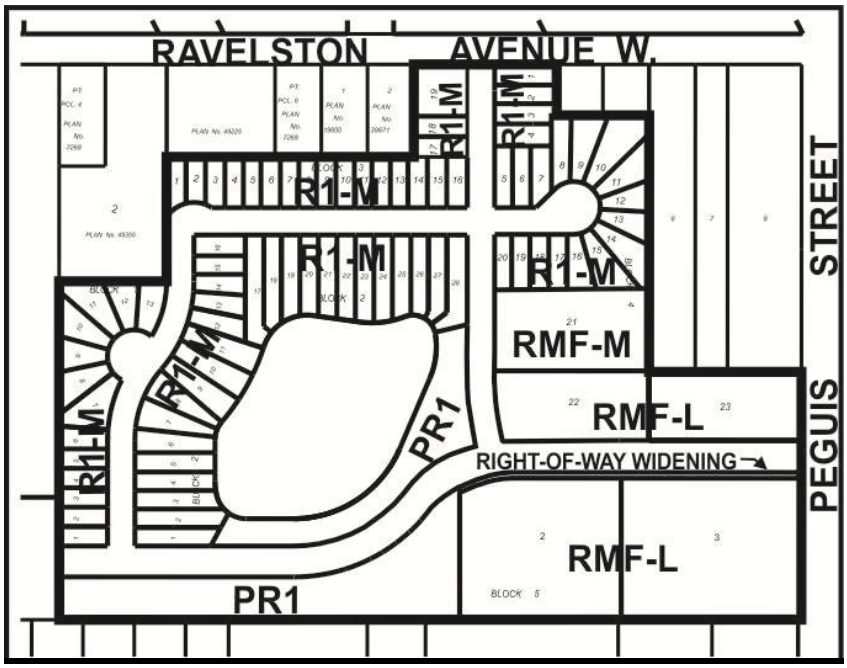


Figure 2: Adcut for DASZ 11/11

- A similar application (DASZ 10/10) was made in late 2010. The applicant withdrew the application after the East Kildonan-Transcona Community Committee recommended rejection on December 15, 2010. Community Committee cited the need to resolve outstanding transportation issues in the Transcona West area before any new development should be approved.

DAC 6/2013

- In concurrence with this application, the applicant has also applied to close a portion of Almey Av as per Figure 3 below. This closing is being considered in conjunction with the applicant's proposal to extend Reenders Av to Peguis St with a temporary, two-lane asphalt road.

- The northernmost 3.24m (10 ft.) of the right-of-way is to remain open for pedestrian access.
- This proposed closing is consistent with the Transcona West Area Structure Plan.

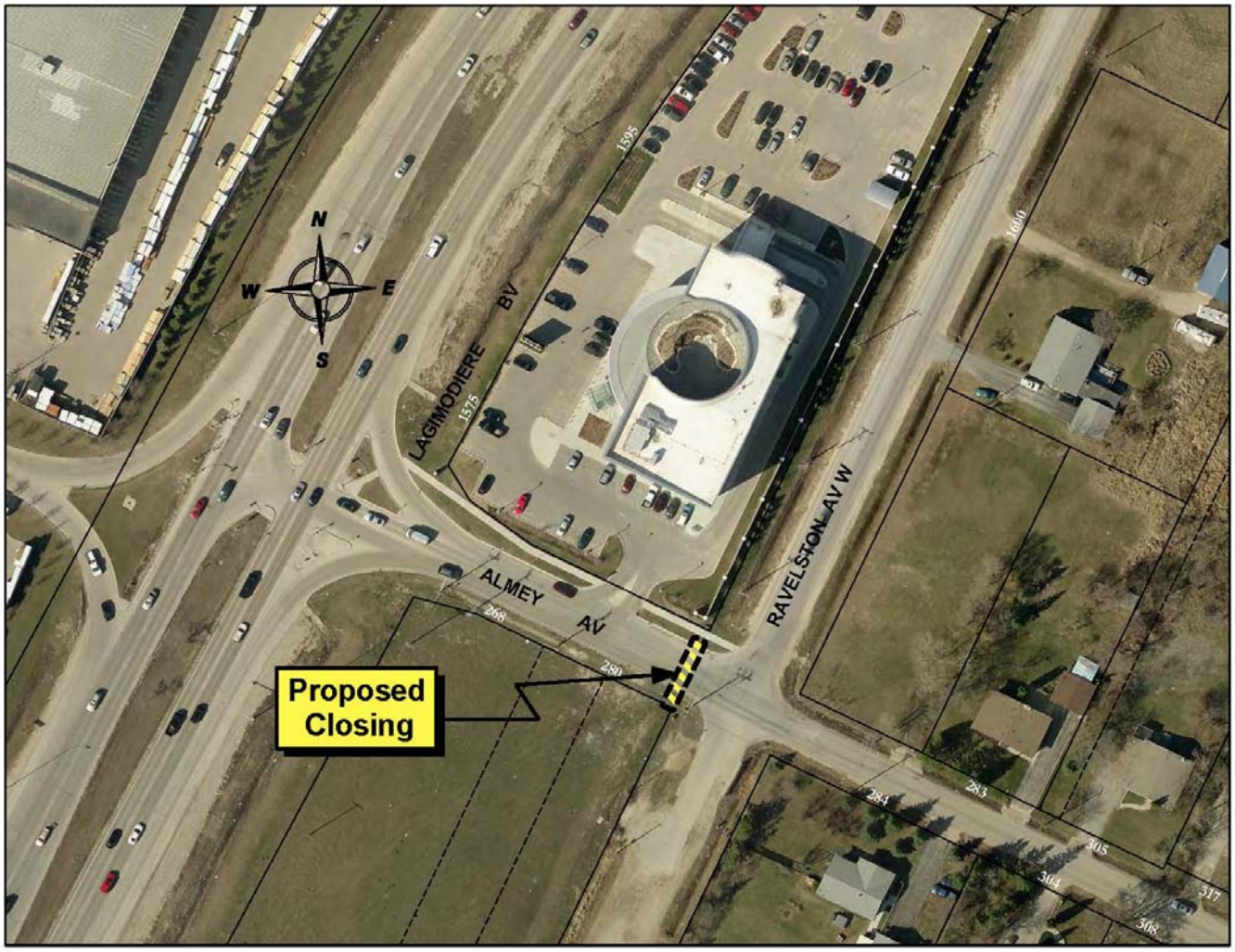


Figure 3: Proposed closing of Almey Av as per DAC 6/2013

ANALYSIS AND ISSUES

OurWinnipeg and Complete Communities Direction Strategy

- The Complete Communities Direction Strategy is one of four direction strategies supporting OurWinnipeg, the city's new long-range development plan, and has gained statutory authority as a secondary plan. The strategy serves as a "playbook" to guide land use and development in Winnipeg. It received third reading at City Council on July 20, 2011, and became effective on August 17, 2011.
- According to the Complete Communities Urban Structure Map, the Transcona West area is designated as a "Recent Community". This section of the plan accounts for neighbourhoods that are still under development, named "Emerging Communities". It is noted that these areas should reflect the principles of Complete Communities, such as a focus on compact development, a mix

of uses, a diversity of housing types, the promotion of public transit, the encouragement of active transportation and community connectivity. Supporting Direction and Enabling Strategies include:

  - Within Recent Communities, intense and diverse development will be encouraged in centres and corridors.
    - Improve the sustainability of recent residential neighbourhoods by promoting better walking, cycling, and transit access to retail, employment, and community facilities.
  - Support opportunities to enhance Complete Communities objectives in Emerging Communities.

- Because it is considered more of an infill situation with an existing plan governing its development, the Transcona West area would not technically be considered a “New Community” as per Complete Communities. That being said, it inarguably shares many similar characteristics given its large, undeveloped state. Supporting Direction and Enabling Strategies for New Communities include:
  - New Communities will increase opportunities to live, work, learn, and play in the same neighbourhood.
    - Encourage higher residential density in areas adjacent to commercial and employment lands, especially where the area is served by transit, services, and other community amenities.
    - Encourage New Communities to include a mixture of residential, commercial, employment, and institutional uses that are supported by multiple transportation options for residents.
    - Encourage greater choices in housing type, density, style, and tenure.
    - Provide parks at the neighbourhood and community level that address both active and passive requirements for recreation, sport, and leisure and that promote connectivity and walkability between park sites and neighbourhood features.

Zoning

- Existing zoning:
  - The Rural Residential 5 (RR5) district is intended to provide areas for large-lot rural residential development, along with limited agricultural uses.
- Proposed zoning:
  - The “R1” Residential Single Family district is intended to accommodate primarily single-family residential development in lower-density neighbourhoods.
  - The Residential Multi-Family (RMF) district is intended to accommodate the development of multi-family units in neighbourhoods with medium to high residential densities.
  - The Residential Mixed Use (RMU) district is intended to facilitate the development of primarily medium- to higher-density residential development, though it also may contain limited small-scale commercial, institutional, recreational, and service facilities needed to support residential development. The area, site, or building should retain a predominantly residential character. Development in the RMU district should facilitate and encourage pedestrian travel between residential and nonresidential uses. This district is often adjacent and incidental to a town centre, neighbourhood commercial centre, or other type of mixed use or major employment centre.
  - The Commercial Community (C2) district is intended to accommodate more intensive commercial sites that do not have a local or neighbourhood orientation. The district is intended to include attractive commercial, institutional, recreational, and service facilities

needed to support the surrounding neighbourhoods and the broader community. C2 districts are generally located along collector streets, at arterial/collector intersections, or along portions of arterial streets with relatively shallow lots.

- The Parks and Recreation 1 (PR1) district is intended for sites that are generally passive neighbourhood and community parks and facilities with predominantly pedestrian and cyclist access. These sites may provide unstructured drop-in play and recreation opportunities, including play structures, passive parks, plazas and natural areas. Generally, there are no parking facilities associated with these uses. These parks and open spaces typically occur in a residential neighbourhood or riverbank context and are generally accessed by residential streets.

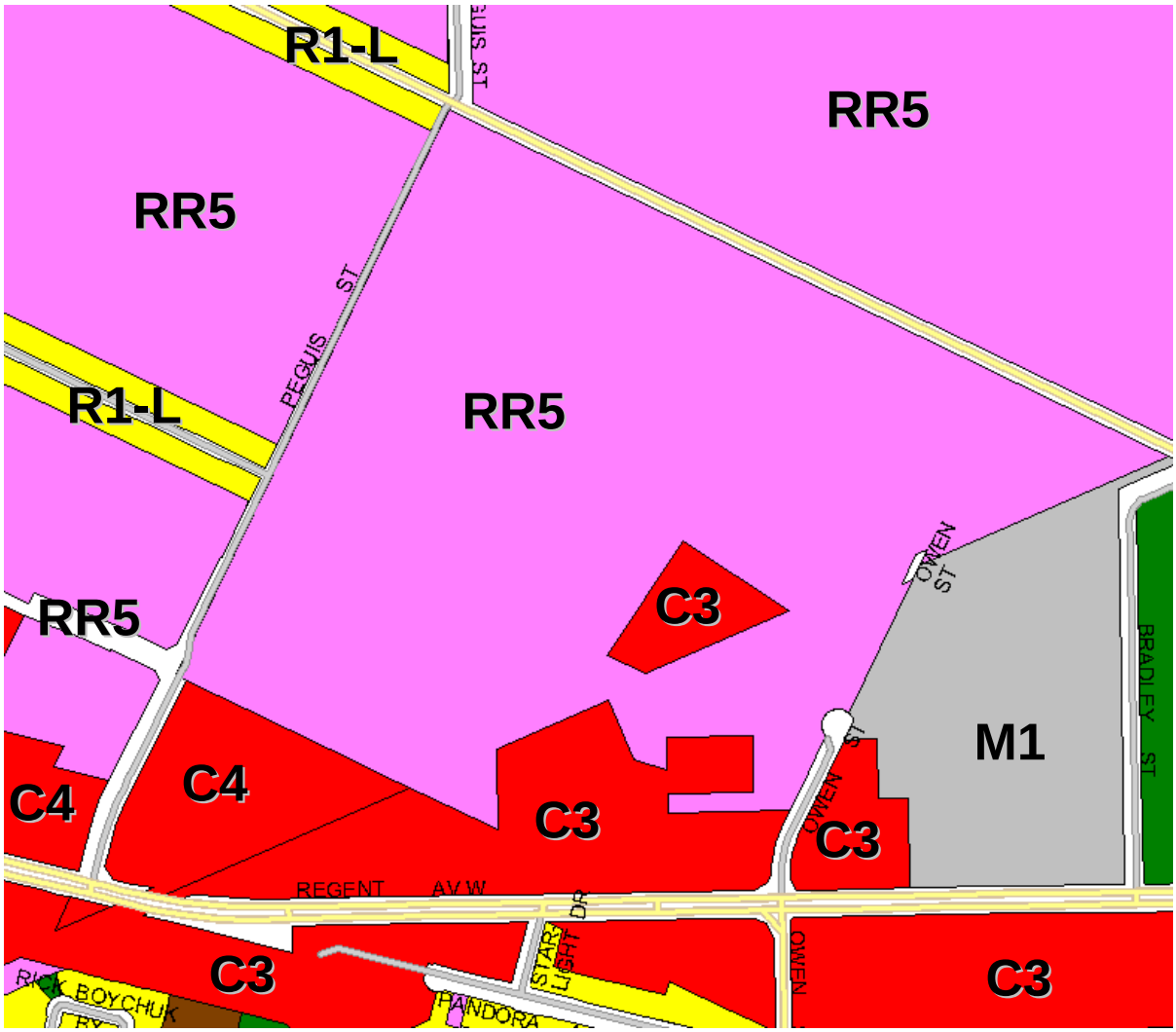


Figure 3: Existing zoning map of subject property and surrounding neighbourhood

- Section 137 of Zoning By-law No. 200/06 prescribes the following dimensional standards for the "R1-M" districts:

Min. Lot Area (sq. ft.)	Min. Lot Width (sq. ft.)	Min. Front Yard (ft.)	Min. Rear Yard (ft.)	Min. Side Yard (ft.)	Min. Reverse Corner Street Side Yard	Max. Height of Building (ft.)	Max. Lot Coverage (%)
3,500	25	15*	25	4**	4	35	45
* - If the house has rear access to a public lane and does not have a driveway providing access from the public street to a garage or carport, the minimum front yard is 10 ft. ** - Where the lot width is less than 40 feet, the side yards may be reduced to 10% of the width of the lot but must not be less than 3 feet.							

Figure 4: Dimensional standards for the "R1-M" districts

- Section 143 of the zoning by-law prescribes the following dimensional standards for different "RMF" and "RMU" zoning districts:

	Min. Lot Area (sq. ft.)	Min. Lot Area Per Dwelling Unit (sq. ft.)	Min. Front Yard (ft.)	Min. Rear Yard (ft.)	Min. Interior Side Yard (ft.)	Min. Corner Side Yard (ft.)	Principal Building Separation (ft.)*	Max. Building Height (ft.)
RMF-S	9,000	1,250	20	25	4	5	8	35
RMF-M	9,000	800	25	25	8**	20	8	60
RMF-L	20,000	400	25	25	8**	20	8	150
RMU	9,000	500	20	25	5**	20	8	100
* - For buildings taller than 35 ft., the principal building separation distance must be 50% of the height of the taller building to a maximum of 25 feet. ** - In the RMF-M, RMF-L, and RMU zoning districts, where a building is more than one storey in height, the required interior side yard increases by 2 feet for each storey above the ground floor to a maximum of 20 feet.								

Figure 5: Dimensional standards for "RMF" and "RMU" zoning districts

- Section 148 of the zoning by-law prescribes the following dimensional standards for the "C2" zoning district:

	Min/Max Front Yard (ft.)	Min. Rear Yard (ft.)	Min. Interior Side Yard (ft.)	Min. Corner Side Yard (ft.)	Max. Height of Building (ft.)	Max. Floor Area Ratio
C2	0 / NA	25	0	0	49	3.0

Figure 6: Dimensional standards for the "C2" district

Transcona West Area Structure Plan

- The subject property falls within the boundaries of the Transcona West Area Structure Plan, which was adopted by Council on July 16, 2008.
- The Devonshire Village area is designated as “Proposed Residential Mixed Use” in this plan.
    - The purpose of Residential Mixed Use Areas is to create community focal points with mixed use development that is strategically located within the plan area adjacent to major roadways and transit services. They should contain a grouping of retail and/or service commercial uses integrated with complementary uses such as public open space, single, and multiunit residential development. In addition, the design should include convenient vehicle and pedestrian connections within the site and to the surrounding area. The site design, size, and composition of the local and community-scale commercial components within these areas will be determined during the Development Application process.
    - Institutional, office, recreational, or public uses that complement and support the area may be allowed, as well as local, retail, or community-scale commercial uses and services compatible with higher residential densities.
    - A transit terminal shall be centrally located within each Residential Mixed Use Area. Residential Mixed Use Areas located in the vicinity of stations planned for the Eastern Transit Corridor shall provide convenient and direct pedestrian access to the stations, shall provide efficient roadway access to the Transit Corridor by transit vehicles and shall provide convenient access to Park and Ride lots by vehicles.
    - In conjunction with the development application, a design concept for the entire site shall be submitted accounting for the following criteria:
        - Provide for the compatible interface treatment with adjacent developments.
        - Minimize the intermixing of commercial and residential traffic on internal roads within an adjacent residential area.
        - Contain a visually appealing site design and landscape treatment particularly when visible from roads with higher volumes of traffic.
        - Suitably incorporate appropriate sound attenuation measures of landscaping and fencing to screen against any low density residential uses adjacent to high density, commercial, institutional, office sites.
        - Establish an identity distinct to each specific residential mixed use area through building, site, and identification signage designs.
        - Be suitably integrated with any residential, institutional, recreational, and public uses within or adjacent to the site.
        - Connect to local pedestrian trails and be conveniently and directly accessible to pedestrians both within and adjacent to the site.
        - Ensure convenient and efficient road, pedestrian, and pathway connections that converge on the area from the surrounding residential areas are provided.
        - Contain parking areas that are designed to maximize direct access to adjacent uses while not to visually overwhelm the landscape. Methods by which this can be implemented included, but are not limited, to the following:
            - Appropriate landscaping through earth berms, tree/shrub planting, and/or fencing.
            - On-street parking.
            - Parking areas between or behind buildings.
        - Locate identification signage that reduces the impact on the adjacent residential areas.

        - Illustrate and locate the various categories of uses within the Residential Mixed Use Area.
- The proposed Devonshire Park area is primarily designated as “Proposed Low Density Residential” in this plan, with a portion designated as “Proposed Medium Density Residential” at the northeast corner of Peguis and Devonshire.
    - Additional discussion on this part of the Area Structure Plan will be provided in the concurrent DASZ 11/13 and DASZ 12/13 reports.
- Section 7 of the plan speaks to Transportation Policies:
    - These policies identify Peguis, Ravelston, and Kildare as “major collector roads”.
    - A future rapid transit station is identified adjacent to the rail line between the two land drainage ponds.
    - Map 6 of the plan illustrates future pathways connecting the future rapid transit station to both Ravelston to the north and Peguis to the west.
    - The Edward Schreyer Parkway shall provide a green space to allow for a multiuse path and sound attenuation buffer for area residents, as opportunities arise.

City of Winnipeg/Genstar Joint Venture

- Roughly speaking, the City of Winnipeg owns the east half of the subject property, an area totaling 71 acres when including the adjacent deep water pond and a parking lot currently being leased to the Club Regent Casino. Both this land as well as the balance of the property owned by Genstar is managed by a Joint Venture Agreement.
- This agreement was approved by Council on December 15, 2004, between the City of Winnipeg and the Genstar Development Company, these two organizations being the two major landholders in the area. The Joint Venture recognized that both City and Genstar-owned lands are equally and mutually dependent upon cooperative planning and servicing to effect timely, efficient, and economical development of the area.
- In addition to land within the subject property area, the Joint Venture also included City-owned land along Rougeau and land in the area that became Kildonan Green (see Figure 7 below).
- These lands are currently managed by a management committee consisting of two member of Council and two Genstar representatives (with one alternate each).

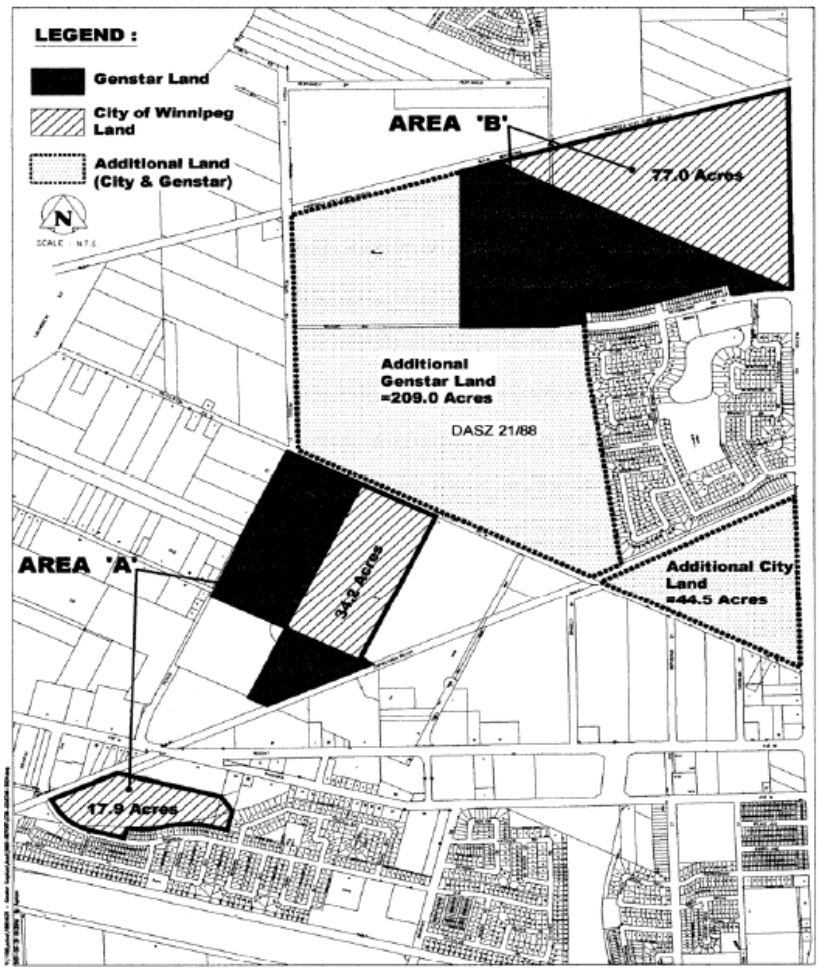


Figure 7: Original City of Wininpeg/Genstar Joint Venture lands as per December 2004

Public consultation

- On February 27, 2013, the applicant held an open house at the CanadInns Destination Centre Transcona, 826 Regent Av W, from 5pm to 8pm. This open house addressed plans for both Devonshire Village as well as Devonshire Park.
- This open house was advertised by running ads in both the Winnipeg Free Press and the Canstar community newspaper for two weeks prior. Individual households on Almey and Ravelston Avs received a copy of the notice via Canada Post.
- There were fifty signatures on the sign-in sheet located at the front entrance. However, the applicant estimates that there were at least twice as many people who attended.

Transit-Oriented Development Handbook

- The Complete Communities Direction Strategy advises that development alongside rapid transit stations should be developed in accordance with transit-oriented development principles.
- The Transcona West Area Structure Plan identifies a future rapid transit station adjacent to the rail line between the two land drainage ponds.
- The City of Winnipeg has a Transit Oriented Development Handbook to guide such development. It was endorsed in principle by Council on February 22, 2012.

- The TOD Handbook is a high-level framework document that guides and facilitates mixed-use, pedestrian-oriented infill development along rapid transit corridors and high frequency transit corridors.
- While the bulk of the Handbook deals with higher-level issues, there are a number of Principles that can be applied at a site-specific level such as the proposed development. Specifically, it highlights six:
    1. Medium to high density development that is greater than the community average.
    2. A mix of uses.
    3. Compact, high quality pedestrian-oriented environment.
    4. An active, defined centre.
    5. Innovative parking strategies.
    6. Public leadership.
- Among these above-noted Principles, some key supporting points include:
    - The immediate area around the station should generally contain the greatest intensity and mix of uses.
    - A range of uses, conveniently located close to the station entrance, will promote activity within the station area. Higher intensity development with active ground floor uses (such as shops and/or restaurants), sensitively clustered within a short walk of station entries, will assist in promoting transit ridership and the creation of “18 hour places”.
    - The relationship between existing community elements (buildings, streets, sidewalks) and the new transit infrastructure should be assessed as part of the design process to determine if a linked series of spaces and available routes make it easy to access the station.
    - High-quality architectural design and detail should be provided conveying a sense of place and relating to the street and the pedestrian environment, including active first floor storefront with windows, awnings, architectural features, lighting, and landscaping.

Area road improvements

- This development is occurring within the context of larger, area-wide improvements to the road network.
    - The Administrative Coordination Group is recommending that Peguis St from Regent Av to the CPR rail right-of-way and Devonshire and Ravelston Av W from Peguis St to the future Edward Schreyer Parkway right-of-way will be built as four-lane urban standard roadways. Note that it is recommended, however, that the applicant should only be responsible for constructing two lanes of Peguis St.
    - The proposed Devonshire Rd will connect with the existing Devonshire Rd across the future Edward Schreyer Parkway. Through the right-of-way it will be built as a temporary, two-lane asphalt roadway. When Edward Schreyer Parkway is built, it will be constructed as a permanent, signalized intersection.
    - The applicant is proposing to extend Reenders Dr as a temporary, two-lane asphalt road to connect with Peguis St. The City will endeavor to collect money to upgrade this portion of Reenders to a permanent, four-lane concrete road in future development applications.
    - Once Reenders connects with Peguis, the Almey Av connection to Lagimodiere Blvd will be severed as per DAC 6/13.
    - The applicant will not be responsible for constructing the Edward Schreyer Parkway. This will eventually be constructed by the City. The City of Winnipeg Transportation Master Plan identifies its construction as a Long Term (by 2031) priority based on travel

demand analysis. The City will be purchasing land from the applicant to accommodate this future roadway.

- These improvements are consistent with the Transcona West Area Structure Plan.

Transit

- Winnipeg Transit will likely not begin operating in the area until Peguis St is upgraded from Concordia Av E down to Regent. Routing-wise, buses will likely operate south down Peguis to Regent from either Concordia, Devonshire, or Kildare.
- The Transcona West Area Structure Plan identifies a future rapid transit station to be located in the southeast corner of the site. The City of Winnipeg Transportation Master Plan recommends that the Eastern Rapid Transit Corridor be built by 2021, which places it second in the list of rapid transit corridor priorities behind only the second leg of the southwest corridor. However, the alignment study and functional design study of this corridor is expected to begin in 2013.
- Transit will likely have buses feeding the rapid transit station loop around the "RMU" site, entering on the south side and existing on the north side.

Parks

- In order to fulfill their requirements for parks, the applicant is proposing a 3.3[1] acre park on the south side of the street that is to align with Almey Av adjacent to a proposed retention pond (this does not include additional park land surrounding the pond).
- Administration is proposing to widen the public walkway on the block north of the "RMU" site to strengthen the pedestrian connection from the future rapid transit station to Ravelston, and beyond, the linear park system in Devonshire Park. This is intended to replace the AT corridor identified in the Area Structure Plan located along the west side of the deep pond, which would have been fairly isolated behind private yards and the pond fence. The Developer was originally intending to provide this as right-of-way, but this was changed to public reserve due street requirements. Landscaping amenities are being requested in the ACG report.

Active Transportation

- The map below comprehensively illustrates the active transportation infrastructure recommended by the Administrative Coordinating Group not only for this particular application but for the two other concurrent Genstar applications as well.
- The red lines denote sidewalks and the green lines denote AT pathways.

[1] All figures approximate.

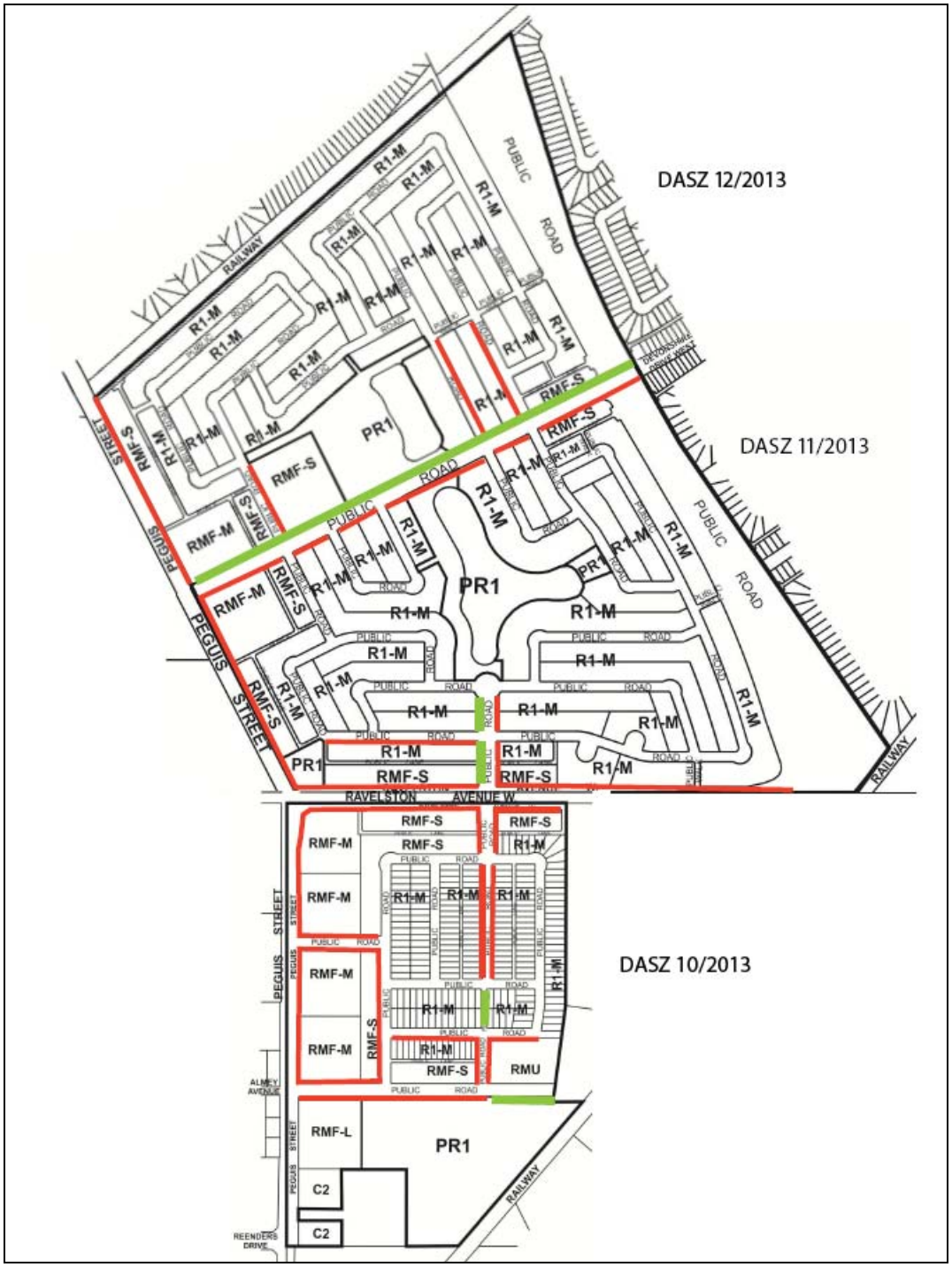


Figure 8: Map of recommended active transportation infrastructure for DASZs 10, 11, and 12 of 2013

- The proposed development sits adjacent to the existing Transcona Trail, a paved active transportation path that extends along the CEMR rail line from Regent Av W past the Rotary Tall Grass Prairie Nature Park and Plessis Rd up to a point east of the Transcona Community Bioreserve before following the Manitoba Hydro corridor east to the Perimeter Highway.

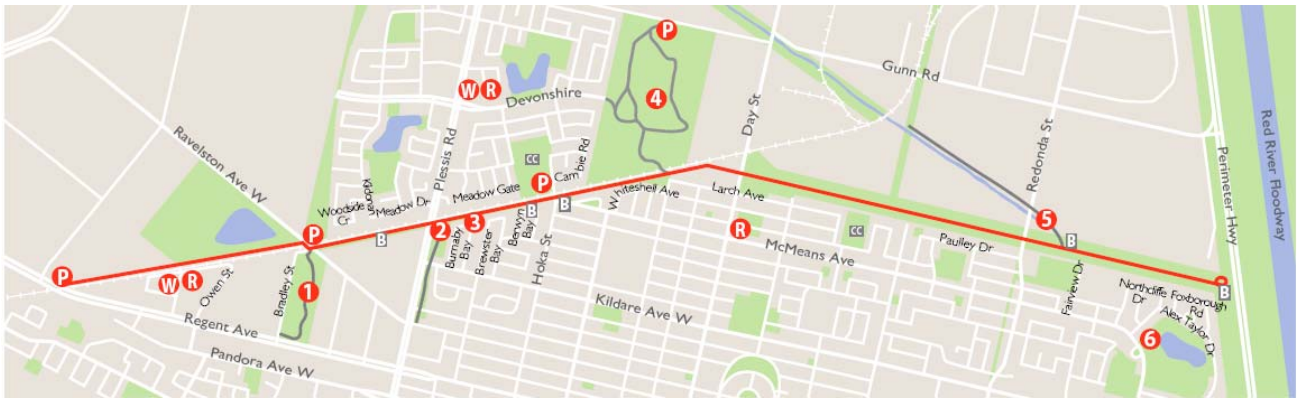


Figure 9: Map of the Transcona Trail (credit: WinnipegTrails.ca)

Design Guidelines

- As a condition of approval, it is recommended that the City enter into a Zoning Agreement with the applicant whereby plan approval would be required of the properties zoned “RMF-S”, “RMF-M”, “RMF-L”, “RMU”, and “C2”. It is recommended that site plans be approved by both the Director of Planning, Property, and Development and the East Kildonan-Transcona Community Committee.
- Section 5.4.2(3) of the Transcona West Area Structure Plan requires the submission of a design concept for the entire site relating to the following criteria:
    - Provide for the compatible interface treatment with adjacent developments.
    - Minimize the intermixing of commercial and residential traffic on internal roads within an adjacent residential area.
    - Contain a visually appealing site design and landscape treatment particularly when visible from roads with higher volumes of traffic.
    - Suitably incorporate appropriate sound attenuation measures of landscaping and fencing to screen against any low density residential uses adjacent to high density, commercial, institutional, office sites.
    - Establish an identity distinct to each specific residential mixed use area through building, site, and identification signage designs.
    - Be suitably integrated with any residential, institutional, recreational, and public uses within or adjacent to the site.
    - Connect to local pedestrian trails and be conveniently and directly accessible to pedestrians both within and adjacent to the site.
    - Ensure convenient and efficient road, pedestrian, and pathway connections that converge on the area from the surrounding residential areas are provided.
    - Contain parking areas that are designed to maximize direct access to adjacent uses while not to visually overwhelm the landscape. Methods by which this can be implemented included, but are not limited, to the following:
        - Appropriate landscaping through earth berms, tree/shrub planting, and/or fencing.
        - On-street parking.

        - Parking areas between or behind buildings.
    - Locate identification signage that reduces the impact on the adjacent residential areas.
    - Illustrate and locate the various categories of uses within the Residential Mixed Use Area.
- In addition to the plan of subdivision which expresses the “bigger picture” design criteria noted above, the applicant and the Urban Planning Division collaborated on design guidelines that further articulate the design concept as required by the Area Structure Plan. These design guidelines are included in this report as Schedule “D” and apply not only to Devonshire Village but the two phases of Devonshire Park as well (DASZs 11 and 12 of 2013).
- The vision of these design guidelines are two-fold:
    - Over both the Devonshire Village and Devonshire Park areas, to promote high quality, pedestrian-oriented development in support of the Complete Communities Direction Strategy, which encourages neighbourhoods that both offer and support a variety of lifestyle choices, providing opportunities for people of all ages and abilities to live, work, shop, learn, and play in close proximity to one another.
    - To encourage more compact, urban-style development and design in close proximity to the future rapid transit station in accordance with the City of Winnipeg Transit-Oriented Development Handbook.
- It is intended that these design guidelines will be used to inform the plan approval process, providing additional clarity as to the expectations of the Urban Planning Division.

RECOMMENDATION

The Urban Planning Division recommends approval of the proposed development, as it is consistent with the Transcona West Area Structure Plan and promotes the policies articulated for Recent and New Communities in the Complete Communities Direction Strategy.

Concurrent upgrades to existing infrastructure and transportation network, including the upgrading of Peguis, Devonshire, and Ravelston, the closing of Almey Av at Lagimodiere, and the extension of Reenders, will ensure it will be compatible with the surrounding community.

This Report Submitted by: Michael Pyl
Planning, Property and Development Department
Urban Planning Division
Report Prepared by: PPD File # DASZ 10/2013

APPENDIX 'B'

Schedule "A" for File No. DASZ 10/13, East Kildonan-Transcona Community Committee, dated May 14, 2013.

By-Law No. _____

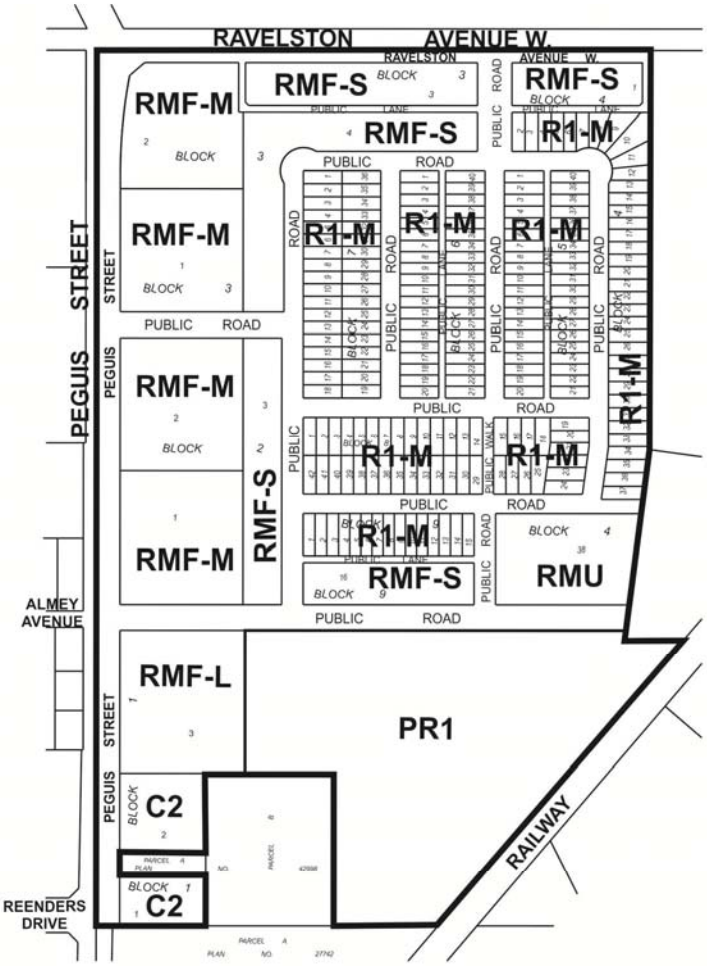
File No. **DASZ 10/13**

Atlas Sheet No. **Y31**

EAST KILDONAN TRANSCONA COMMUNITY

Explanation

An application for the approval of the plan of subdivision shown outlined below and for a proposed zoning change to By-law No. 200/2006 by rezoning the land located on the southeast corner of Ravelston Ave W. and Peguis St as shown outlined above from an "RR5" RURAL RESIDENTIAL 5 DISTRICT to an "R1-M" RESIDENTIAL SINGLE FAMILY DISTRICT, "RMF-S", "RMF-M" and "RMF-L" RESIDENTIAL MULTI-FAMILY DISTRICTS, "RMU" RESIDENTIAL MIXED USE DISTRICT, "C2" COMMERCIAL COMMUNITY DISTRICT, and a "PR1" PARKS AND RECREATION 1 DISTRICT to facilitate the development of the Devonshire Village development, which will include lands for single family, townhouse, multifamily, residential mixed use, and commercial development as shown outlined below.



THIRD READING : _____ EFFECTIVE DATE : _____

ZONING AGREEMENT : YES ☐ NO ☐ CAVEAT No. _____

Schedule “B” for File No. DASZ 10/13, East Kildonan-Transcona Community Committee, dated May 14, 2013.

By–Law No. _____

File No. **DASZ 10/13**

Atlas Sheet No. **Y31**

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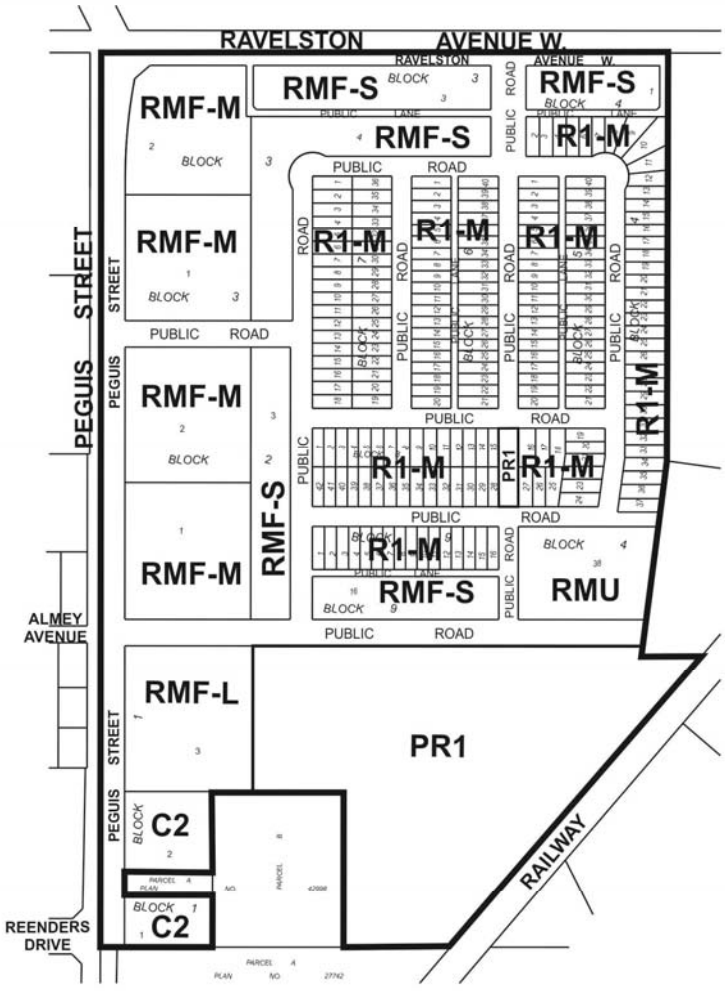

THIRD READING : _____ EFFECTIVE DATE : _____

ZONING AGREEMENT : YES ☐ NO ☐ CAVEAT No. _____

Schedule “C”

REPORT OF THE ADMINISTRATIVE CO-ORDINATING GROUP – May 9, 2013

RE: PROPOSED SUBDIVISION AND REZONING OF LAND LOCATED AT THE SOUTH EAST CORNER OF RAVELSTON AVENUE AND PEGUIS STREET- DASZ 10/2013

It is recommended that the approval of DASZ 10/2013, if granted, be subject to the applicant entering into a Development Agreement addressing the following items:

A. Plan Considerations

1. The Developer shall dedicate and legally open, property for right-of-way corner cuts in the south-east and south-west corners, as required, at the intersection of Ravelston Avenue West and the public road, approximately 200m east of Peguis Street, as determined by and to the satisfaction of the Director of Public Works.

2. The Developer shall dedicate and legally open property for right-of-way corner cuts measuring 2.0m by 2.0m in each corner of the intersection of two streets measuring 22.0m in width or greater. 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°, to the satisfaction of the Director of Public Works.

3. 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.

4. The Developer shall provide right-of-way widths of 6.25m for each public lane serving single or two-family residential development, and 7.25m for each public lane serving multi-family residential and commercial development, to the satisfaction of the Director of Public Works.

5. Intersections of local streets within the Planned Area are to be designed such that the angle of intersection is no less than 70° as measured in the quadrant with the acute angle.

6. Where two local residential streets intersect with a residential collector street on opposite sides of said collector, the centerlines of the local streets are to be aligned to be coincident with one another at their intersection with the collector or be offset by a minimum of 45.0m along the collector.

7. Where local residential streets are aligned to curve within 20.0m of their intersection with a residential collector street, such curves are to have a minimum centerline radius of 60.0m.

8. Cul-de-sac streets are not to exceed a length of 105m. The plan is to be designed accordingly.

9. The Developer shall amend its plan, and replace it with ‘Schedule B” attached, to change the ‘Public Walk’ to “Public Reserve”, and align the streets north and south of said parcel to establish a sight line and AT connection from Ravelston through to the Public Reserve at the south limit of the planned area.

B. Engineering Report and Servicing Criteria

1. The Developer shall, provide, to the satisfaction of the Director of Water and Waste, a comprehensive servicing report, prepared by a qualified municipal engineer outlining the provision of underground services for the proposed subdivision and adjacent lands. The report shall include an engineer’s estimate of the cost to construct the regional land drainage facilities in order to determine the trunk service rate.

2. The Developer shall submit, to the satisfaction of the Director of Water and Waste, servicing criteria sheets for water, wastewater, and land drainage facilities, including plans showing the current and ultimate service areas.

C. Agreement Conditions

1. The Developer shall construct, at no expense to the City, all wastewater sewers required to serve the Planned Area, as determined by, and to the satisfaction of, the Director of Water and Waste.

2. The Developer shall construct, at no expense to the City, all watermains required to serve the Planned Area, as determined by, and to the satisfaction of, the Director of Water and Waste.

3. The Developer shall construct, at no expense to the City, lot line services to service all lots within the Planned Area, as follows:

   a) The Developer shall, at no expense to the City, construct and install wastewater and water building services from the wastewater sewer and watermain, to service all lots within the Planned Area, as determined by, and to the satisfaction of, the Director of Water and Waste.

   b) The Developer shall ensure that each sewer service remains plugged from installation until the foundation excavation has been backfilled and the roof of the dwelling has been sheathed, after which the house sewer may be connected. The Developer hereby agrees to indemnify the City against all actions, claims, demands, damages, losses, and costs, including legal and court costs, suffered or incurred by the City arising out of any failure to do so.

   c) The Developer shall replace or repair any water or sewer service found to be defective within one year following the date the water is turned on for domestic use, and shall pay the City any cost incurred by the City arising out of any such defect.

4. The Developer shall, at no expense to the City, construct all land drainage sewers and stormwater retention facilities required to serve the Planned Area and adjacent lands, as determined by, and to the satisfaction of, the Director of Water and Waste.

5. The Developer shall dedicate all land and provide all easements necessary to accommodate the required stormwater retention and land drainage facilities, as determined by the Director of Water and Waste, in accordance with the City's Development Agreements Parameters.

6. The Developer shall pay its share of the cost of the regional land drainage system for the Planned Area as determined by the Director of Water and Waste and, the cost of regional land drainage facilities constructed by the Developer (including the value of the land for the stormwater retention basins) shall be credited against this charge.

7. The Developer shall, at no expense to the City, provide a lot grading plan, prepared by a municipal engineer, for the Planned Area, and construct all drainage works necessitated by the design.

8. The Developer shall, at no expense to the City, construct all swales, catchbasins, and leads required to provide lot drainage prior to the issuance of building permits.

9. The Developer shall, at no expense to the City, provide all easements with respect to the installation, maintenance, and replacement of swales, catchbasins, and leads for lot drainage upon registration of the approved subdivision mylars in the Land Titles Office.

10. The Developer shall, at no expense to the City, construct all land drainage sewers and stormwater retention facilities required to serve the Planned Area and adjacent lands, as determined by, and to the satisfaction of, the Director of Water and Waste.

11. The Developer shall dedicate all land and provide all easements necessary to accommodate the required stormwater retention and land drainage facilities, as determined by the Director of Water and Waste, in accordance with the City's Development Agreements Parameters.

12. The Developer shall pay its share of the cost of the regional land drainage system for the Planned Area as determined by the Director of Water and Waste and, the cost of regional land drainage facilities constructed by the Developer (including the value of the land for the stormwater retention basins) shall be credited against this charge.

13. The Developer shall, at no expense to the City, provide a lot grading plan, prepared by a municipal engineer, for the Planned Area, and construct all drainage works necessitated by the design.

14. The Developer shall, at no expense to the City, construct all swales, catchbasins, and leads required to provide lot drainage prior to the issuance of building permits.

15. The Developer shall, at no expense to the City, provide all easements with respect to the installation, maintenance, and replacement of swales, catchbasins, and leads for lot drainage upon registration of the approved subdivision mylars in the Land Titles Office.

16. The Developer shall, at no expense to the City, construct portland cement concrete pavements to widths of 7.5m, 8.0m and 10.0m, by 150mm and 200mm in thickness in all streets within the Planned Area and all related works including, but not necessarily limited to street lighting, boulevard landscaping and land drainage sewer all as determined by and to the satisfaction of the Director of Public Works.

17. The Developer shall, at no expense to the City, construct two lanes of temporary asphalt pavement roadway in the Reenders Drive right of way between the existing east terminus of Reenders Drive east of Stapon Road and Peguis Street, as determined by and to the satisfaction of the Director of Public Works.

18. The Developer shall, at no expense to the City, construct one-half of a four lane divided roadway consisting of two lanes of portland cement concrete pavement to a width of 8.0m by 200mm in thickness on Ravelston Avenue West between Peguis Street and the east property line of the proposed development, approximately 230m east of Peguis Street, including a temporary asphalt roadway transition to tie into the westbound lanes of Ravelston Avenue West, to be constructed as part of DASZ 11/2013, as determined by and to the satisfaction of the Director of Public Works.

19. The Developer shall, at no expense to the City, construct two lanes of portland cement concrete pavement to a width of 8.0m by 200mm in thickness on Peguis Street between Reenders Drive and Ravelston Avenue West, as determined by and to the satisfaction of the Director of Public Works.

20. The Developer shall, at no expense to the City, construct portland cement concrete pavements to a width of 5.0m by 150mm in thickness, in public lanes serving single or two family residential development and 6.0m by 150mm in thickness serving in public lanes multi-family residential and commercial development, within the Planned Area, as determined by and to the satisfaction of the Director of Public Works.

21. The Developer shall, at no expense to the City, construct a 1.5m in width by 100mm in thickness portland cement concrete sidewalk on the standard alignment, 0.3m off of the property line, along both sides of all streets within the Planned Area with rights-of-way measuring 22.0m in width or greater where a 3.5m in width asphalt multi-use pathway is being constructed, or on the portion of the north side of the east-west public road opposite Almey Avenue adjacent to the RMU site, as determined by and to the satisfaction of the Director of Public Works.

22. The Developer shall, at no expense to the City, construct a 1.5 m in width by 100mm in thickness Portland Cement concrete sidewalk on the standard alignment, 0.3m off of the property line or adjacent to the curb on both sides of the north-south public road extending from Ravelston Avenue West to its southerly terminus point , as determined by and to the satisfaction of the Director of Public Works

23. The Developer shall, at no expense to the City, construct a 1.5 m in width by 100mm in thickness Portland Cement concrete sidewalk on the standard alignment, 0.3m off of the property line on both sides of the north-south public roads between Ravelston Avenue West and the east-west public road opposite Almey Avenue extending through the centre of the development, as determined by and to the satisfaction of the Director of Public Works.

24. The Developer shall, at no expense to the City, construct a 1.5m in width by 100mm in thickness portland cement concrete sidewalk on the standard alignment, 0.3m off of the property line on the south side of the first public road north of the east-west public road opposite Almey Avenue to the westerly limit of the future Rapid Transit Station access road, as determined by and to the satisfaction of the Director of Public Works.

25. The Developer shall, at no expense to the City, construct a 1.5m in width by 100mm in thickness portland cement concrete sidewalk on the standard alignment, 0.3m off of the property line on west side of the first public road east of Peguis Street between the east-west public road opposite Almey Avenue and the public road to the north, as determined by and to the satisfaction of the Director of Public Works

26. The Developer shall, at no expense to the City, construct a 3.5m in width asphalt multi-use pathway extending from the east limit of the east-west public road opposite Almey Avenue (second public road east of Peguis Street) to the future rapid transit station and the existing Transcona Trail, as determined by and to the satisfaction of the Director of Public Works.

27. The Developer shall, at no expense to the City, construct a 3.5m in width asphalt multi-use pathway on the public walkway connection between the first public road north of the east-west public road opposite Almey Avenue and the public road to the north, extending through the center of the development, as determined by and to the satisfaction of the Director of Public Works.

28. The Developer shall, pay to the City, in cash, on demand the costs of auxiliary lanes, transitions, median opening (modifications), channelization and all related works on Peguis Street at and in the vicinity of its intersection with Ravelston Avenue West and Reenders Drive, as determined by and to the satisfaction of the Director of Public Works.

29. The Developer shall, pay to the City, in cash, on demand the costs of auxiliary lanes, transitions, median opening (modifications), channelization and all related works on Reenders Drive at Peguis Street, as determined by and to the satisfaction of the Director of Public Works.

30. The Developer shall, pay to the City, in cash, on demand 25% of the costs of traffic control signals and all related works including, but not necessarily limited to pedestrian and vehicular actuation and interconnection to adjacent traffic control signals and audible pedestrian signals at the intersection of Peguis Street and Ravelston Avenue West, as determined by and to the satisfaction of the Director of Public Works.

31. The Developer shall, pay to the City, in cash, on demand 25% of the costs of traffic control signals and all related works including, but not necessarily limited to pedestrian and vehicular actuation and interconnection to adjacent traffic control signals and audible pedestrian signals at the intersection of Peguis Street and Reenders Drive, as determined by and to the satisfaction of the Director of Public Works.

32. The Developer shall at no expense to the City, if applicable, construct within the Planned Area abutting the Central Manitoba Railway Pine Falls Subdivision, a uniform fence 2.0m in height, as determined by and to the satisfaction of the Director of Public Works.

33. Private Approaches:

a) There are to be no private approaches serving single or two family residential development off residential collector streets (i.e. rights-of-way measuring 22.0m or greater in width). The subdivision is to be designed accordingly.

34. The Developer shall install signs at the entrances to the subdivision, upon which is displayed a plan of the subdivision showing thereon the locations of all proposed sidewalks, public lanes, active transportation facilities, community mail boxes, parks, land drainage retention facilities, natural tree stands, multiple family sites, collector and arterial streets and the future Edward Schreyer Parkway.

35. The Developer is to provide two paved means of vehicular access to each stage of development within the Planned Area at all times, to the satisfaction of the Director of Public Works. This may require the construction of temporary paved streets and the provision of right-of-way or easements therefore.

36. 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.

37. The Developer shall construct paved cul-de-sac vehicular turnarounds at the terminus of each temporarily dead-ended street and provide any necessary right-of-way or easements therefore, all as determined by and to the satisfaction of the Director of Public Works.

38. The Developer shall, at no expense to the City, cause to be installed standard reflectorized permanent street name signs to be installed at all new street intersections being created as a result of the subdivision.

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

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

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

42. The Developer shall, at no expense to the City, ensure that construction traffic uses routes as determined by the Director of Public works. The Developer shall maintain, at no expense to the City, the access routes in a clean dust free condition, free of dropped

and tracked-on mud, and shall undertake regular cleaning of streets until building construction, including landscaping is complete, all as determined by and to the satisfaction of the Director of Public Works.

43. The Developer shall, at no expense to the City, sod, and plant trees on, all boulevards within and fronting on the Planned Area, all in accordance with City specifications and guidelines and, where required, with concept plans prepared by the Developer and submitted to, and approved by, the Director of Public Works.

44. The Developer shall, at no expense to the City, maintain the boulevard improvements for one year, in accordance with specifications approved by the Director of Public Works.

45. The Developer shall dedicate as public reserve at least 8% of the land contained within the overall development area and shall, at no expense to the City landscape and construct paths within the public reserves, and pay its share of the cost of services in streets abutting the dedicated land all in accordance with plans and specifications approved by the Director of Public Works. If the Developer is unable to dedicate a full 8% of the land, the Developer shall dedicate an amount of land satisfactory to the Directors of Public Works and Property, Planning & Development, and compensate the City for any shortfalls in the amount of land, servicing and improvements not provided, at the then current values, by payment of cash, or, by the provision of an equivalent value of additional site amenities in the public reserves, as approved by the Directors of Public Works and Planning Property and Development.

46. For the parcel being changed from “Public Walk” to “Public Reserve” (per Clause 9 of the Plan Considerations), the developer shall, in addition to landscaping requirements outlined above, supply and install bollard fencing, including two removable bollards if required, along both street frontages and supply and install 8 -10 trees, in order to demarcate this land as park space and not street right-of-way.

47. Partial credit only shall be granted for linear parks along retention ponds where the sloped grade limits multi-use options, the determination of which shall be to the satisfaction of the Director of Planning, Property and Development.

48. If deemed mutually agreeable by the City and the Developer, the dedication credits may be accrued between the subject development and DASZ 11/2013 and 12/2013, the determination of which must be confirmed prior to issuance of Total Performance for Parks, for the first completed planned area.

49. The Developer acknowledges that the City will not compensate the developer for the Developer’s provision of serviced frontages which are in excess of the standard 100 feet per acre.

50. The Developer shall work collaboratively with the City of Winnipeg in finalizing the retention pond configuration to maximize usable space within the surrounding public reserve, which shall include space to accommodate at least one full-size soccer field.

51. If the City deems that the provision of irrigation or water service to the public reserve is not required, the Developer shall provide compensation in the form of site amenities of predetermined equivalent value.

52. The developer shall, at no cost to the city, provide continuous fencing for properties with side or rear yards abutting public reserve land. Said fence to be located within private property and established by caveat to be the responsibility thereafter of the private property owner.

53. Park space development should be undertaken by the time the build out has reached 80% and completed prior to 100% build out, within that phase of the development, unless an extension of time has been previously approved by the Director of Public Works.

54. The developer shall assume responsibility for all public reserve sites until they are developed and throughout the maintenance period.

55. The Developer shall, at no expense to the City, maintain the public open space improvements for a period of two years in accordance with specifications approved by the Director of Public Works. The City reserves the right to impose longer maintenance terms for amenities and features, such as naturalized areas, that the Director of Public Works deems to be beyond the standard scope of development. Commencement of the maintenance period will correspond with the issuance of Total Performance for Parks and shall be deemed complete by the issuance of a Final Acceptance Certificate for Parks.

56. Securities for Public reserve improvements shall not be released in full until Final Acceptance has been issued and as-built drawings have been received and accepted as complete by the Director of Public Works.

57. The Developer shall, as deemed necessary by, and at no expense to, the City, supply and install trail network signage and trail related traffic signage, on pathways and Active Transportation corridors, consistent with standards and specifications applied to similar citywide networks, and as determined by, and to the satisfaction of, the Directors of Public Works and Planning, Property, and Development.

58. Following completion of all major construction works, the Developer shall, at its cost, have the locations of the survey monuments within the Planned Area verified and, where the survey monuments have been disturbed, moved, covered, mutilated, or destroyed, have them replaced by a Manitoba Land Surveyor, who shall provide the Director of Planning, Property and Development with a certificate that all survey monuments within the Planned Area have been verified and/or replaced.

59. The Developer shall pay the full cost of all design services, including preliminary engineering studies, servicing reports, servicing criteria, construction drawings and specifications, and grading and landscaping plans and specifications, to be provided by Consultants approved by the City, for the design of the municipal services, parklands, parkways and associated works required to serve the Planned Area;

60. The Developer shall pay the full cost of construction and landscaping supervision services provided by or on behalf of the City for field inspection, preparation of progress estimates, provision of as-built drawings by March 31 of the year following substantial performance of the work, and all other consulting services related to the installation and acceptance of municipal services, and all associated works to serve the Planned Area.

61. The Developer shall pay to the City, prior to the release of the subdivision mylars for registration in the Land Titles Office, $1,200.00 plus GST per acre of the Planned Area to defray the City's administration and related costs associated with the preparation and implementation of the Development Agreement.

THIS REPORT SUBMITTED BY:

Administrative Co-ordinating Group
File No. DASZ 10/2013
May 9, 2013

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D. Beaton, MLArch.
Parks, Riverbanks, & Community Initiatives Branch

Schedule “D”

Design Guidelines for DASZs 10, 11, and 12

Vision

- To promote high quality, pedestrian-oriented development in support of the Complete Communities Direction Strategy, which encourages neighbourhoods that both offer and support a variety of lifestyle choices, providing opportunities for people of all ages and abilities to live, work, shop, learn, and play in close proximity to one another.
- To encourage more compact, urban-style development and design in close proximity to the future rapid transit station in accordance with the City of Winnipeg Transit-Oriented Development Handbook.

Objective

- To provide clarity in expectations for the review of development applications as per DASZs 10, 11, and 12 of 2013.

Built form guidelines

- Building facades should be oriented to face the public street to provide an attractive pedestrian environment and to encourage opportunities for informal surveillance. These front facades should be enhanced with prominent front entrances and windows, and may also include awnings, architectural features, lighting, and landscaping. Active ground floor uses such as townhouses or commercial units are encouraged on the “RMU” site.
- Multi-family residential and mixed use buildings should be sited close to the street, particularly in close proximity to the future rapid transit station. Small setbacks can provide room for landscaping, seating areas, etc.
- Building facades should be visually interesting and do not create long, blank walls. Periodic breaks in the street wall or minor variations in building setback and alignment can be used to add interest to the streetscape.
- Multiple-family apartment buildings located on a corner lot should maintain the pedestrian focus of both streets.

Massing of RMF-M, RMF-L, and RMU sites

- Ensure compatibility of multifamily buildings where the “RMF-M”, “RMF-L”, and “RMU” sites back onto adjacent single family development. Strategies to accomplish this include:
    - Any multifamily building should be contained within a 45 degree angular plane rising upwards from a point starting at a six foot height above the single family property line to the top of the proposed building (see below).

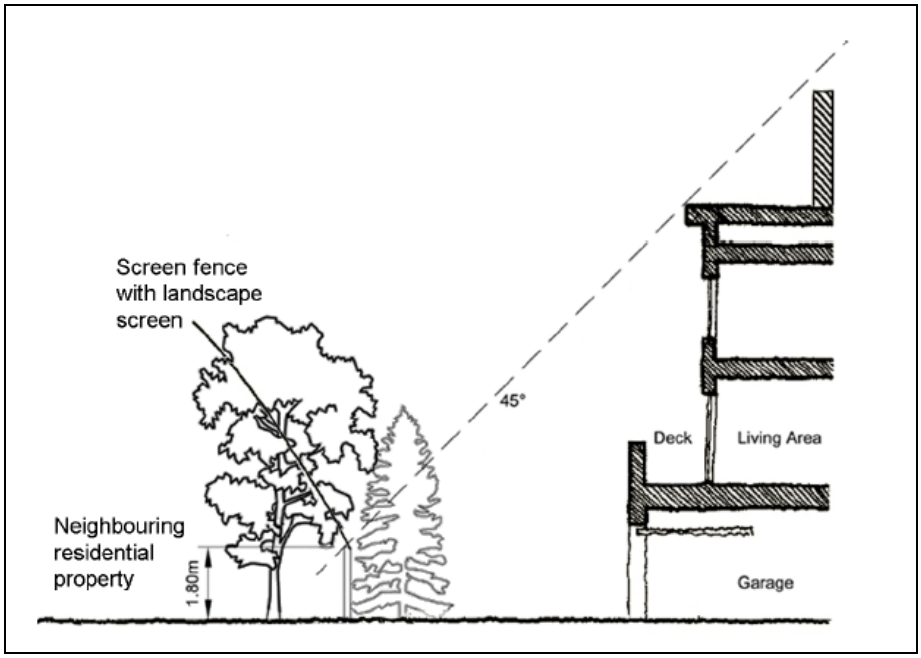

Figure 1: Containing development within a 45 degree angular plane ensures an appropriate combination of building height and setback in relation to neighbouring properties

  - Opportunities to protect the privacy of adjacent single family dwelling should be pursued through the strategic siting and screening of windows and balconies.
  - The strategic use of landscaping may be used to help screen development.
  - The use of building step-backs are encouraged to help reduce the perception of height and massing. They also help articulate building massing and reduce shadow impacts within the public realm.
- For buildings taller than four storeys, the applicant may be asked to demonstrate how the shadow impacts of the development on adjacent properties will be minimized, particularly on backyard amenity areas but also including parks, plazas, and other open spaces.
- The “RMU” site can allow for taller building heights on the south portion of the “RMU” site and then taper down to a height more compatible with the single family dwellings adjacent to the north.

Signage guidelines

- Accessory signage should be pedestrian-oriented and should be consistent with the dimensional standards for signage in the zoning by-law.
- Free-standing signage on the “RMU” site is discouraged. Identification signage should be pedestrian-oriented fascia signage.

Parking guidelines

- Parking and servicing should be directed internally within the site to strengthen the relationship between the street and buildings, creating active street frontages and a more pedestrian oriented environment.
- If any surface parking lots cannot be shielded from public streets with a building, they should be screened with landscaping and ornamental fencing.

- The number and width of vehicular access points to sites should be limited to minimize the impact on the pedestrian environment and to promote pedestrian safety, while still providing for appropriate vehicular ingress/egress.
- Landscaping can be used to help define the development's pedestrian and vehicle entry ways, walkways, and driveways.
- Short term bicycle parking should emphasize convenience and, in a residential use, should be used for visitors. It should be located in a highly visible location in close proximity to main entrances.
- The provision of long term bicycle parking facilities is encouraged. Because long term bicycle parking facilities are intended for residents, they should be much more secure, fully enclosed, and weather protected; residents should feel comfortable leaving their bicycles in the facility without fear of theft or weather-induced damage for weeks or months at a time. These types of facilities can be located in a parking garage or in a separate facility.

Exhibit “16” referred to in File DASZ 10/2013

