Minute No. 534
Report – Standing Policy Committee on Property and Development – July 2, 2013

Item No. 12 **Subdivision and Rezoning – northwest corner of Ravelston Avenue West and Peguis Street**
(Transcona Ward)
File DASZ 15/2013 [c/r DAV 118665/2013D]

COUNCIL DECISION:

Council concurred in the recommendation of the Standing Policy Committee on Property and Development and adopted the following:

1. That the plan of subdivision under File DASZ 15/2013 be approved for preparation as a plan of subdivision by a Manitoba Land Surveyor in accordance with Schedule "A" for File DASZ 15/2013 dated June 18, 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 June 10, 2013, as amended:

        A Plan Considerations

        1. The Developer shall dedicate and legally open, property required for a 0.912m widening of the Peguis Street right-of-way along the full length of Peguis Street abutting the Planned Area, 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 in the north-west and south-west corners, as required, at the intersection of Peguis Street and Devonshire Drive as determined by and to the satisfaction of the Director of Public Works.

        3. 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^{o}, to the satisfaction of the Director of Public Works.

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

COUNCIL DECISION (continued):

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. The centerline of the projection of Devonshire Drive is to be coincident with the centerline of Devonshire Drive to the east thereof, to the satisfaction of the Director of Public Works.

9. The developer shall amend its plan to facilitate the following changes:

    a. Remove the PR zoning from the small triangle of land on the south side of the E-W collector, opposite the public road east of the stormwater retention basin, and leave the land as right-of-way;

    b. Change the parcel at the NE limit of the planned area, connecting out to Peguis St, from "Public Reserve" and re-designated the area ‘Public Walkway’, ensuring that the street fronts are at least 6 m wide and no more than 8 m wide.

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

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

COUNCIL DECISION (continued):

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.

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

COUNCIL DECISION (continued):

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 (including a piped outfall) 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.

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

COUNCIL DECISION (continued):

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.

11. 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 two westerly lanes of Peguis Street from the CPR Keewatin Subdivision to Ravelston Avenue West, as determined by and to the satisfaction of the Director of Public Works. The City shall endeavor, within the limits of its powers, to make recoveries from other benefiting privately owned lands through subsequent agreements.

12. The Developer shall, at no expense to the City, construct a 3.5m in width asphalt multi-use pathway:
    A) On the west side of Peguis Street from the CPR Keewatin Subdivision to Ravelston Avenue West
    B) On the north side of the main collector, from the entrance of the subdivision at Peguis Street to the most westerly north-south street, and into the most westerly PR lands.
    C) From the westerly terminus of the east-west AT path that runs along the north side of the main collector street, continuing south along the north-south axis on its western side of said north-south axis road up to Ravelston Avenue West.
    D) The Developer shall pay to the City, in cash, supply and installation of a non-lighted pedestrian crosswalk across the western most north/south road (approximately 500m west of Peguis Street) where the pathway crosses into the park lands (approximately 250m north of Ravelston Avenue West) and shall construct all related works, including required boulevard, pavement and sidewalk works.

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

COUNCIL DECISION (continued):

E) An AT path will be constructed between both the AT path on the north side of the running east-west along the main collector and on the south side of said collector between the collector and the sidewalk to accommodate a future AT corridor that shall run on the west side of a future north-south road that will connect to the subdivision known as Starlight. As determined by and to the satisfaction of the Director of Public Works, the City will endeavor within the limits of its powers, to make recoveries from other benefiting privately owned lands through subsequent agreements.

13. The Developer shall, at no expense to the City, construct a four lane divided roadway, within a 32.0m right-of-way, consisting of two lanes of portland cement concrete pavement to a width of 8.0m by 200mm in thickness on the projection of Devonshire Drive from Peguis Street to the first public road west of Peguis Street including a portland cement concrete transition west thereof, as determined by and to the satisfaction of the Director of Public Works.

14. The Developer shall, at no expense to the City, construct a 3.5m in width asphalt multi-use pathway on the north side of the projection of Devonshire Drive from Peguis Street, extend west to the Public Reserve at the west limit of the planned area, and then continuing south along the west side of the N-S collector out to Ravelston, as determined by and to the satisfaction of the Director of Public Works.

15. The Developer shall, at no expense to the City, construct the following works along Ravelston Avenue west from Peguis Street to the westerly property limit of the Development Application and only upon the connection to the Ravelston Avenue West by the Developer's most westerly north-south street, or within five years of the execution of this Development Agreement, whichever should come first:

a) a 10.0m by 200mm in thickness portland cement concrete pavement and all related works in Ravelston Avenue West;
b) 1.5m by 100mm in thickness portland cement concrete sidewalk on both sides of Ravelston Avenue West;
c) ornamental street lighting in Ravelston Avenue West;
d) boulevard landscaping on both sides of Ravelston Avenue West and;

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

COUNCIL DECISION (continued):

e) land drainage sewer as required by the Water and Waste Department.

all as to be determined by the Director of Public Works, and director of Water and Waste

The City will reimburse the Developer for the work done in excess of the Developer's proportionate share (the historic frontage obligations) of said costs, and within five years of completion of said work including and interest rate agreeable to the City, and to the satisfaction of the Director of Public Works."

16. 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.

17. 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 except where multi-use pathways are constructed, as determined by and to the satisfaction of the Director of Public Works.

18. The Developer shall, at no expense to the City, construct within the proposed public walks the following works:

a) a 1.5m in width by 100mm Portland cement concrete sidewalk;
c) black chain link fence along the side property lines, wherever brick fencing was not required;
d) post and black chain fencing, with appropriate sidewalk opening, at both street ends of the Public Walk;

all as determined by and to the satisfaction of the Director of Public Works.

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

COUNCIL DECISION (continued):

19. The Developer shall, prior to the release of the subdivision mylars for said development post two Letters of Credit, one in the amount of $300,000.00 to Valley Gardens Community Centre and the other in the amount of $300,000.00 toward the cost of making a down payment on a new soccer dome at the Park City West Community Centre and that said letters can be drawn upon as and when determined by the East-Kildonan Transcona Community Committee

20. The Developer shall, pay to the City, in cash, 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 Concordia Avenue East, as determined by and to the satisfaction of the Director of Public Works.

21. 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 Devonshire Drive, as determined by and to the satisfaction of the Director of Public Works.

22. The Developer shall, pay to the City, in cash, 10% 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.

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

COUNCIL DECISION (continued):

23. The Developer shall, at no expense to the City, construct within the Planned Area abutting the CPR Keewatin Subdivision, and a 1.2 metre berm in height with a uniform fence 2.0m in height, as determined by and to the satisfaction of the Director of Public Works and the East Kildonan Transcona Community Committee. The Developer is to permit the City to file a caveat against the title of the proposed lot abutting the CPR Keewatin Subdivision requiring the owner(s) to maintain and/or repair or replace the fence as originally constructed, to the satisfaction of the Director of Public Works. Said fence is intended to ensure that "pedestrian trespass, to the tracks does not become a consequence of the subject development, thereby creating safety issues and jeopardizing existing and/or future anti-whistling regulations along the subject railway line.

24. There shall 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.

25. 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, Lagimodiere Boulevard and the CPR Keewatin Subdivision.

26. 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.

27. 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.

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

COUNCIL DECISION (continued):

28. 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.

29. 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.

30. 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.

31. 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.

32. The Developer shall, at no expense to the City, be responsible to control and to initiate the clean-up of litter and refuse from the contractors and builders for this development, both on-site and off- site, during the installation of services and construction of 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.

33. 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.

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

COUNCIL DECISION (continued):

34. 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.

35. 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.

36. 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 and equivalent value of additional site amenities in the public reserves within the planned area, as approved by the Directors of Public Works and Planning Property and Development.

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, or where trails or play equipment is anticipated to be within 10’ of residential property line. 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.

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

COUNCIL DECISION (continued):

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;

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

COUNCIL DECISION (continued):

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. Within one year of executing this Development Agreement the Developer will initiate a local improvement for the installation of a sanitary sewer and water services, on Ravelston Avenue West, from Peguis Street to the westerly most limit of this application, and be subject to the standard approvals as accorded City Bylaws.

48. The Development Agreement will delete all references to the requirement for any area charge in this application with the exception of the funds that have been collected to date in the Concordia/Peguis Area Charge which shall now be dedicated to the construction of a standard four lane cross-section collector street road to be constructed on Peguis Street, including continuing the AT path on the west side of Peguis Street and the sidewalk on the east side of Peguis Street, from the terminus of the Developer’s obligation in Peguis Street at a point just south of the CPR Mainline and up to the Concordia Avenue East and Peguis Street intersection or to a point as near as possible to the Concordia Avenue East and Peguis Street intersection, as funds may allow, including the necessary works for the rail line crossing, and to be constructed by the City no later than the 2014 construction season, as determined by and to the satisfaction of the Director of Public Works.

49. 100% credit shall be granted for linear parks around retention ponds where the slope grade limits multi-use options

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

COUNCIL DECISION (continued):

50. Delete Figure 1: Site map of subject property and surrounding neighbourhood.

51. That the developer be required to fence with brick and decorative cement (on the south side; west side; and east side), to the height required by Manitoba Hydro Transmission Station located in the development, in cooperation with Manitoba Hydro and City of Winnipeg

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 15/2013 dated June 18, 2013 to a "R1-M", 'R2", "PR1", and "RMF-M" zoning districts 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-M" and "RMF-L" Residential Multifamily, 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, and landscaping 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. The Developer shall, at no expense to the City, construct within the rear yards of all one and two family lots abutting the CPR rail right-of-way, a 1.2m berm in height with a uniform wooden fence 2.0m in height, to the satisfaction of the Director of Planning, Property, and Development and the East Kildonan-Transcona Community Committee. The Developer is to permit the City to file a caveat against the title of each of these proposed lots abutting the CPR rail right-of-way requiring the owner(s) to maintain and/or repair or replace the fence as originally constructed, to the satisfaction of the Director of Planning, Property, and Development.

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

COUNCIL DECISION (continued):

iii. That a minimum rear yard of 15 metres shall be provided within the rear yards of the single family lots abutting the CPR rail right-of-way measured from the southern boundary of the existing right-of-way (Plan 1042) to the nearest wall of any principal building.

iv. 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 and 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.

v. 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-M" and "RMF-L" Residential Multifamily 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.

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.

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

COUNCIL DECISION (continued):

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.

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.

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

DECISION MAKING HISTORY:

Moved by Councillor Browaty,

That the recommendation of the Standing Policy Committee on Property and Development be adopted by consent.

Carried

(See Minute No. 522 – for disclosure by Councillor Swandel of a potential conflict with business interests or a financial interest)

EXECUTIVE POLICY COMMITTEE RECOMMENDATION:

On July 10, 2013, the Executive Policy Committee concurred in the recommendations of the Standing Policy Committee on Property and Development and the East Kildonan-Transcona Community Committee with the following amendments, namely:

Planner's Report

- Recommendation 1
  Delete the words "Schedule B" and replace with the words "Schedule A"

Administrative Coordinating Group Report:

A. Plan Considerations

- Condition 9
  Delete the words ", and replace it with "Schedule B" attached,"

C. Agreement Conditions

- Delete Condition 15 in its entirety and replace with the following:
  "15. The Developer shall, at no expense to the City, construct the following works along Ravelston Avenue west from Peguis Street to the westerly property limit of the Development Application and only upon the connection to the Ravelston Avenue West by the Developer's most westerly north-south street, or within five years of the execution of this Development Agreement, whichever should come first:

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

DECISION MAKING HISTORY (continued):

EXECUTIVE POLICY COMMITTEE RECOMMENDATION (continued):

f) a 10.0m by 200mm in thickness portland cement concrete pavement and all related works in Ravelston Avenue West;
g) 1.5m by 100mm in thickness portland cement concrete sidewalk on both sides of Ravelston Avenue West;
h) ornamental street lighting in Ravelston Avenue West;
i) boulevard landscaping on both sides of Ravelston Avenue West and;

j) land drainage sewer as required by the Water and Waste Department.

all as to be determined by the Director of Public Works, and director of Water and Waste

The City will reimburse the Developer for the work done in excess of the Developer's proportionate share (the historic frontage obligations) of said costs, and within five years of completion of said work including and interest rate agreeable to the City, and to the satisfaction of the Director of Public Works."

- Delete Condition 18 in its entirety and replace with the following:
  "18. The Developer shall, at no expense to the City, construct within the proposed public walks the following works:

  a) a 1.5m in width by 100mm Portland cement concrete sidewalk;
  c) black chain link fence along the side property lines, wherever brick fencing was not required;
  d) post and black chain fencing, with appropriate sidewalk opening, at both street ends of the Public Walk;

  all as determined by and to the satisfaction of the Director of Public Works.

- Condition 23
  Delete the first sentence and replace with the following:
  "23. The Developer shall, at no expense to the City, construct within the Planned Area abutting the CPR Keewatin Subdivision, and a 1.2 metre berm in height with a uniform fence 2.0m in height, as determined by and to the satisfaction of the Director of Public Works and the East Kildonan Transcona Community Committee."

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

DECISION MAKING HISTORY (continued):

- Condition 51
  Delete the word “north” and replace with “east”

and submitted the matter to Council.

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 RECOMMENDATION:

On June 18, 2013, the East Kildonan-Transcona Community Committee did not concur in the recommendation of the Winnipeg Public Service and submitted the following to the Standing Policy Committee on Property and Development:

1. That the plan of subdivision proposed under File DASZ 15/2013 be approved for preparation as a plan of subdivision by a Manitoba Land Surveyor in accordance with Schedule “B” for File DASZ 15/2013 dated June 18, 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 June 10, 2013, as amended:

      A. Plan Considerations

      - Delete Recommendation 9b in its entirety

      - Add a new Recommendation
        9.c Change the parcel at the NE limit of the planned area, connecting out to Peguis St, from "Public Reserve" and re-designated the area ‘Public Walkway’, ensuring that the street fronts are at least 6 m wide and no more than 8 m wide.

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

DECISION MAKING HISTORY (continued):

COMMUNITY COMMITTEE RECOMMENDATION (continued):

- Add the following new Recommendation

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

C. Agreement Conditions

- Recommendation 11
  After the words "portland cement concrete pavement to a width of 8.0m by 200mm in thickness on" add the words "the two westerly lanes of"

- Delete Recommendation 12 in its entirety and replace with the following
  "12. The Developer shall, at no expense to the City, construct a 3.5m in width asphalt multi-use pathway:

  A) On the west side of Peguis Street from the CPR Keewatin Subdivision to Ravelston Avenue West
  B) On the north side of the main collector, from the entrance of the subdivision at Peguis Street to the most westerly north-south street, and into the most westerly PR lands.
  C) From the westerly terminus of the east-west AT path that runs along the north side of the main collector street, continuing south along the north-south axis on its western side of said north-south axis road up to Ravelston Avenue West.
  D) The Developer shall pay to the City, in cash, supply and installation of a non-lighted pedestrian crosswalk across the western most north/south road (approximately 500m west of Peguis Street) where the pathway crosses into the park lands (approximately 250m north of Ravelston Avenue West) and shall construct all related works, including required boulevard, pavement and sidewalk works.
  E) An AT path will be constructed between both the AT path on the north side of the running east-west along the main collector and on the south side of said collector between the collector and the sidewalk to accommodate a future AT corridor that shall run on the west side of a future north-south road that will connect to the subdivision known as Starlight. As determined by and to the satisfaction of the Director of Public Works, the City will

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

DECISION MAKING HISTORY (continued):

COMMUNITY COMMITTEE RECOMMENDATION (continued):

endeavor within the limits of its powers, to make recoveries from other benefiting privately owned lands through subsequent agreements."

- Delete Recommendation 18 in its entirety and replace with the following
"18. The Developer shall, at no expense to the City, construct within the proposed public walks the following works:
a) a 1.5m in width by 100mm Portland cement concrete sidewalk;
b) asphaltic concrete surfacing on both sides of the sidewalk to the side property lines;
c) chain link fence along the side property lines;
d) post and chain fencing, with appropriate sidewalk opening, at both street ends of the Public Walk;
all as determined by and to the satisfaction of the Director of Public Works."

- Delete Recommendation 19 in its entirety

- Delete Recommendation 20 in its entirety and replace with the following
"20. The Developer shall, prior to the release of the subdivision mylars for said development post two Letters of Credit, one in the amount of $300,000.00 to Valley Gardens Community Centre and the other in the amount of $300,000.00 toward the cost of making a down payment on a new soccer dome at the Park City West Community Centre and that said letters can be drawn upon as and when determined by the East-Kildonan Transcona Community Committee."

- Delete Recommendation 21 in its entirety and replace with the following
"21. The Developer shall, pay to the City, in cash, 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 Concordia Avenue East, as determined by and to the satisfaction of the Director of Public Works."

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

DECISION MAKING HISTORY (continued):

COMMUNITY COMMITTEE RECOMMENDATION (continued):

- Delete Recommendation 22 in its entirety and replace with the following
  "22. 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 Devonshire Drive, as determined by and to the satisfaction of the Director of Public Works."

- Delete Recommendation 23 in its entirety and replace with the following
  "23. The Developer shall, pay to the City, in cash, 10% 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."

- Recommendation 37
  After the words "at no expense to the City, undertake site improvements" add the words "landscape and construct paths"
  After the words " within the public reserves" add the words "subject to Plan Approval by the East Kildonan-Transcona Community Committee"

- Delete recommendation 38 and 39 in their entirety

- Recommendation 40
  After the words "provide continuous" add the words "black chain-link"

- Add the following new recommendations
  "50. Within one year of executing this Development Agreement the Developer will initiate a local improvement for the installation of a sanitary sewer and water services, on Ravelston Avenue West, from Peguis Street to the westerly most limit of this application, and be subject to the standard approvals as accorded City Bylaws

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

DECISION MAKING HISTORY (continued):

COMMUNITY COMMITTEE RECOMMENDATION (continued):

51. The Development Agreement will delete all references to the requirement for any area charge in this application with the exception of the funds that have been collected to date in the Concordia/Peguis Area Charge which shall now be dedicated to the construction of a standard four lane cross-section collector street road to be constructed on Peguis Street, including continuing the AT path on the west side of Peguis Street and the sidewalk on the east side of Peguis Street, from the terminus of the Developer's obligation in Peguis Street at a point just south of the CPR Mainline and up to the Concordia Avenue East and Peguis Street intersection or to a point as near as possible to the Concordia Avenue East and Peguis Street intersection, as funds may allow, including the necessary works for the rail line crossing, and to be constructed by the City no later than the 2014 construction season, as determined by and to the satisfaction of the Director of Public Works.

52. 100% credit shall be granted for linear parks around retention ponds where the slope grade limits multi-use options

53. Delete Figure 1: Site map of subject property and surrounding neighbourhood.

54. That the developer be required to fence with brick and decorative cement (on the south side; west side; and north side), to the height required by Manitoba Hydro Transmission Station located in the development, in cooperation with Manitoba Hydro and City of Winnipeg."

- Renumber all the recommendation accordingly

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 1/2013 dated June 18, 2013 to a "R1-M", 'R2", "PR1", and "RMF-M" zoning districts subject to the following:

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

DECISION MAKING HISTORY (continued):

COMMUNITY COMMITTEE RECOMMENDATION (continued):

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-M" and "RMF-L" Residential Multifamily, 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, and landscaping 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. The Developer shall, at no expense to the City, construct within the rear yards of all one and two family lots abutting the CPR rail right-of-way, a 1.2m berm in height with a uniform wooden fence 2.0m in height, to the satisfaction of the Director of Planning, Property, and Development and the East Kildonan-Transcona Community Committee. The Developer is to permit the City to file a caveat against the title of each of these proposed lots abutting the CPR rail right-of-way requiring the owner(s) to maintain and/or repair or replace the fence as originally constructed, to the satisfaction of the Director of Planning, Property, and Development.

iii. That a minimum rear yard of 15 metres shall be provided within the rear yards of the single family lots abutting the CPR rail right-of-way measured from the southern boundary of the existing right-of-way (Plan 1042) to the nearest wall of any principal building.

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

DECISION MAKING HISTORY (continued):

COMMUNITY COMMITTEE RECOMMENDATION (continued):

iv. 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 and 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.

v. 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-M" and "RMF-L" Residential Multifamily 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.

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.

9.

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.

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

DECISION MAKING HISTORY (continued):

COMMUNITY COMMITTEE RECOMMENDATION (continued):

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.

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.

RE: Subdivision and Rezoning – northwest corner of Ravelston Avenue West and Peguis Street
File DASZ 15/2013

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 26, 2013

COMMUNITY COMMITTEE RECOMMENDATION:

On June 18, 2013, the East Kildonan-Transcona Community Committee did not concur in the recommendation of the Winnipeg Public Service, and recommended the following to the Standing Policy Committee on Property and Development:

1. That the plan of subdivision proposed under File DASZ 15/2013 be approved for preparation as a plan of subdivision by a Manitoba Land Surveyor in accordance with Schedule "B" for File DASZ 15/2013 dated June 18, 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 June 10, 2013, as amended:

A Plan Considerations

1. The Developer shall dedicate and legally open, property required for a 0.912m widening of the Peguis Street right-of-way along the full length of Peguis Street abutting the Planned Area, 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 in the north-west and south-west corners, as required, at the intersection of Peguis Street and Devonshire Drive as determined by and to the satisfaction of the Director of Public Works.

3. 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.

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. The centerline of the projection of Devonshire Drive is to be coincident with the centerline of Devonshire Drive to the east thereof, to the satisfaction of the Director of Public Works.

9. The developer shall amend its plan, and replace it with "Schedule B" attached, to facilitate the following changes:

   a. Remove the PR zoning from the small triangle of land on the south side of the E-W collector, opposite the public road east of the stormwater retention basin, and leave the land as right-of-way;

   ~~***b. Reconfigure the Public Reserve at the north east limit of the stormwater retention basin as illustrated;***~~

   ~~***c.***~~ ***b. Change the parcel at the NE limit of the planned area, connecting out to Peguis St, from "Public Reserve" and re-designated the area 'Public Walkway', ensuring that the street fronts are at least 6 m wide and no more than 8 m wide.***

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

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 (including a piped outfall) 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 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.

11. 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 two westerly lanes of*** Peguis Street from the CPR Keewatin Subdivision to Ravelston Avenue West, as determined by and to the satisfaction of the Director of Public Works. The City shall endeavor,

within the limits of its powers, to make recoveries from other benefiting privately owned lands through subsequent agreements.

~~***12. The Developer shall, at no expense to the City, construct a 3.5m in width asphalt multi-use pathway on the on the west side of Peguis Street from the CPR Keewatin Subdivision to Ravelston Avenue West, as determined by and to the satisfaction of the Director of Public Works. The City will endeavor, within the limits of its powers, to make recoveries from other benefiting privately owned lands through subsequent agreements.***~~

The Developer shall, at no expense to the City, construct a 3.5m in width asphalt multi-use pathway:

A) On the west side of Peguis Street from the CPR Keewatin Subdivision to Ravelston Avenue West

B) On the north side of the main collector, from the entrance of the subdivision at Peguis Street to the most westerly north-south street, and into the most westerly PR lands.

C) From the westerly terminus of the east-west AT path that runs along the north side of the main collector street, continuing south along the north-south axis on its western side of said north-south axis road up to Ravelston Avenue West.

D) The Developer shall pay to the City, in cash, supply and installation of a non-lighted pedestrian crosswalk across the western most north/south road (approximately 500m west of Peguis Street) where the pathway crosses into the park lands (approximately 250m north of Ravelston Avenue West) and shall construct all related works, including required boulevard, pavement and sidewalk works.

E) An AT path will be constructed between both the AT path on the north side of the running east-west along the main collector and on the south side of said collector between the collector and the sidewalk to accommodate a future AT corridor that shall run on the west side of a future north-south road that will connect to the subdivision known as Starlight. As determined by and to the satisfaction of the Director of Public Works, the City will endeavor within the limits of its powers, to make recoveries from other benefiting privately owned lands through subsequent agreements.

13. The Developer shall, at no expense to the City, construct a four lane divided roadway, within a 32.0m right-of-way, consisting of two lanes of portland cement concrete pavement to a width of 8.0m by 200mm in thickness on the projection of Devonshire Drive from Peguis Street to the first public road west of Peguis Street including a portland cement

concrete transition west thereof, as determined by and to the satisfaction of the Director of Public Works.

14. The Developer shall, at no expense to the City, construct a 3.5m in width asphalt multi-use pathway on the north side of the projection of Devonshire Drive from Peguis Street, extend west to the Public Reserve at the west limit of the planned area, and then continuing south along the west side of the N-S collector out to Ravelston, as determined by and to the satisfaction of the Director of Public Works.

15. The Developer shall, at no expense to the City, construct the following works along Ravelston Avenue west from Peguis Street to Lagimodiere Boulevard:

    k) a 10.0m by 200mm in thickness portland cement concrete pavement and all related works in Ravelston Avenue West;
    l) 1.5m by 100mm in thickness portland cement concrete sidewalk on both sides of Ravelston Avenue West;
    m) ornamental street lighting in Ravelston Avenue West;
    n) boulevard landscaping on both sides of Ravelston Avenue West and;
    o) land drainage sewer if required by the Water and Waste Department.

    all as to be determined by the Director of Public Works.

    The City will endeavor, within the limits of its powers, to make recoveries from other benefiting privately owned lands through subsequent agreements.

16. 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.

17. 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 except where multi-use pathways are constructed, as determined by and to the satisfaction of the Director of Public Works.

~~***18. The Developer shall pay its share of the cost of the following improvements in Concordia Avenue East on an area basis, for the area as illustrated on the attached Figure 1, as determined by the Director of Public Works:***~~

~~***a) an 8.0m in width by 200mm in thickness portland cement concrete lane of pavement and all related works in Concordia Avenue East between the existing Lagimodiere/Concordia interchange and the east limit of the existing Peguis Street.***~~

~~***b) 1.5m in width by 100mm in thickness portland cement concrete sidewalks in both the north and south boulevards of Concordia Avenue East:***~~

~~***c) street lighting in the north boulevard of Concordia Avenue East;***~~

~~***d) landscaping in the north boulevard of Concordia Avenue East;***~~

~~***e) modifications to the existing Lagimodiere/Concordia interchange to accommodate the connection of Concordia Avenue East to the interchange, , including, but not necessarily limited to through lanes, turning lanes, channelization, medians, asphalt transitions, land drainage works, street lighting, boulevard landscaping, sidewalks, median hazard markers and all related works.***~~

The Developer shall, at no expense to the City, construct within the proposed public walks the following works:

a) a 1.5m in width by 100mm Portland cement concrete sidewalk;

b) asphaltic concrete surfacing on both sides of the sidewalk to the side property lines;

c) chain link fence along the side property lines;

d) post and chain fencing, with appropriate sidewalk opening, at both street ends of the Public Walk;

all as determined by and to the satisfaction of the Director of Public Works.

~~***19. The Developer shall pay its share of the cost of the following improvements in Peguis Street on an area basis, for the area as illustrated on the attached Figure 1, as determined by the Director of Public Works:***~~

~~***a. two 8.0m in width by 200mm in thickness portland cement concrete lanes of pavement and all related works in Peguis Street, between Concordia Avenue East and the CPR Keewatin Subdivision including a temporary asphaltic concrete transition section to the existing gravel roadway in Peguis Street south of the CPR Keewatin Subdivision;***~~

~~*b. 1.5m in width by 100mm in thickness portland cement concrete sidewalks in both the east and west boulevards of Peguis Street;*~~

~~*c. street lighting in both the east and west boulevards of Peguis Street;*~~

~~*d. landscaping in both the east and west boulevards of Peguis Street;*~~

~~*e. modifications to the existing railway crossing and the existing crossing protection at Peguis Street and the Canadian Pacific Railway (CPR) Keewatin Subdivision as may be required by Transport Canada and/or Canadian Pacific Railway (CPR).*~~

~~*20. 19. The Developer's share of the cost of the works described in items 18. and 19 above is $10,892/acre (2013 rate).*~~
The Developer shall, prior to the release of the subdivision mylars for said development post two Letters of Credit, one in the amount of $300,000.00 to Valley Gardens Community Centre and the other in the amount of $300,000.00 toward the cost of making a down payment on a new soccer dome at the Park City West Community Centre and that said letters can be drawn upon as and when determined by the East-Kildonan Transcona Community Committee

~~*21. 20. 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 Concordia Avenue East, as determined by and to the satisfaction of the Director of Public Works.*~~
The Developer shall, pay to the City, in cash, 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 Concordia Avenue East, as determined by and to the satisfaction of the Director of Public Works.

~~*22. 21. The Developer shall, pay to the City, in cash, on demand 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 Devonshire*~~

~~Drive, as determined by and to the satisfaction of the Director of Public Works~~.
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 Devonshire Drive, as determined by and to the satisfaction of the Director of Public Works.

~~23~~. 22. ~~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~~.
The Developer shall, pay to the City, in cash, 10% 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.

~~24~~. 23. The Developer shall, at no expense to the City, construct within the Planned Area abutting the CPR Keewatin Subdivision, a uniform fence 2.0m in height, as determined by and to the satisfaction of the Director of Public Works. The Developer is to permit the City to file a caveat against the title of the proposed lot abutting the CPR Keewatin Subdivision requiring the owner(s) to maintain and/or repair or replace the fence as originally constructed, to the satisfaction of the Director of Public Works. Said fence is intended to ensure that "pedestrian trespass, to the tracks does not become a consequence of the subject development, thereby creating safety issues and jeopardizing existing and/or future anti-whistling regulations along the subject railway line.

~~25~~. 24. There shall 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.

~~26~~. 25. 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, Lagimodiere Boulevard and the CPR Keewatin Subdivision.

~~***27***~~. ***26***. 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.

~~***28***~~. ***27***. 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.

~~***29***~~. ***28***. 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.

~~***30***~~. ***29***. 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.

~~***31***~~. ***30***. 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.

~~***32***~~. ***31***. 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.

~~***33***~~. ***32***. The Developer shall, at no expense to the City, be responsible to control and to initiate the clean-up of litter and refuse from the contractors and builders for this development, both on-site and off- site, during the installation of services and construction of 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.

~~***34***~~. ***33***. 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.

~~***35***~~. ***34***. 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.

~~***36***~~. ***35***. 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.

~~***37***~~. ***36***. 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 and equivalent value of additional site amenities in the public reserves within the planned area, as approved by the Directors of Public Works and Planning Property and Development.

~~***38. 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.***~~

~~***39. 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.***~~

~~***40***~~. ***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, or where trails or play equipment is anticipated to be within 10' of residential property line. Said fence to be located within private property and established by caveat to be the responsibility thereafter of the private property owner.

~~41~~. ***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.

~~42~~. ***39***. The developer shall, assume responsibility for all Public Reserve sites until they are developed and throughout the maintenance period.

~~43~~. ***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.

~~44~~. ***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.

~~45~~. ***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.

~~46~~. ***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.

~~***47***~~***. 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;

~~***48***~~***. 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.

~~***49***~~***. 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.

~~***50***~~***. 47. Within one year executing of this Development Agreement the Developer will initiate a local improvement for the installation of a sanitary sewer and water services, on Ravelston Avenue West, from Peguis Street to the westerly most limit of this application, and be subject to the standard approvals as accorded City Bylaws***

~~***51***~~***. 48. The Development Agreement will delete all references to the requirement for any area charge in this application with the exception of the funds that have been collected to date in the Concordia/Peguis Area Charge which shall now be dedicated to the construction of a standard four lane cross-section collector street road to be constructed on Peguis Street, including continuing the AT path on the west side of Peguis Street and the sidewalk on the east side of Peguis Street, from the terminus of the Developer's obligation in Peguis Street at a point just south of the CPR Mainline and up to the Concordia Avenue East and Peguis Street intersection or to a point as near as possible to the Concordia Avenue East and Peguis Street intersection, as funds may allow, including the necessary works for the rail line crossing, and to be constructed by the City no later than the 2014 construction season, as determined by and to the satisfaction of the Director of Public Works.***

~~***52***~~***. 49. 100% credit shall be granted for linear parks around retention ponds where the slope grade limits multi-use options***

~~53~~. 50. Delete Figure 1: Site map of subject property and surrounding neighbourhood.

~~54~~. 51. That the developer be required to fence with brick and decorative cement (on the south side; west side; and north side), to the height required by Manitoba Hydro Transmission Station located in the development, in cooperation with Manitoba Hydro and City of Winnipeg

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 15/2013 dated June 18, 2013 to a "R1-M", 'R2", "PR1", and "RMF-M" zoning districts 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-M" and "RMF-L" Residential Multifamily, 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, and landscaping 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. The Developer shall, at no expense to the City, construct within the rear yards of all one and two family lots abutting the CPR rail right-of-way, a 1.2m berm in height with a uniform wooden fence 2.0m in height, to the satisfaction of the Director of Planning, Property, and Development and the East Kildonan-Transcona Community Committee. The Developer is to permit the City to file a caveat against the title of each of these proposed lots abutting the CPR rail right-of-way requiring the owner(s) to maintain and/or repair or replace the fence as originally constructed, to the satisfaction of the Director of Planning, Property, and Development.

iii. That a minimum rear yard of 15 metres shall be provided within the rear yards of the single family lots abutting the CPR rail right-of-way

measured from the southern boundary of the existing right-of-way (Plan 1042) to the nearest wall of any principal building.

iv. 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 and 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.

v. 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-M" and "RMF-L" Residential Multifamily 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.

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.

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.

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. The issues arisen have been addressed.
2. Parks are included in the development.
3. This is an appropriate zoning for land.
4. This cleans up area structure plan.
5. This will help prevent future problems.
6. Proper landscaping will be done.
7. Residents will determine if a local improvement will proceed.
8. This will allow for orderly development
9. Lands along Peguis will be paved.
10. This is providing housing, parks, and playgrounds.

PUBLIC HEARING SUMMARY

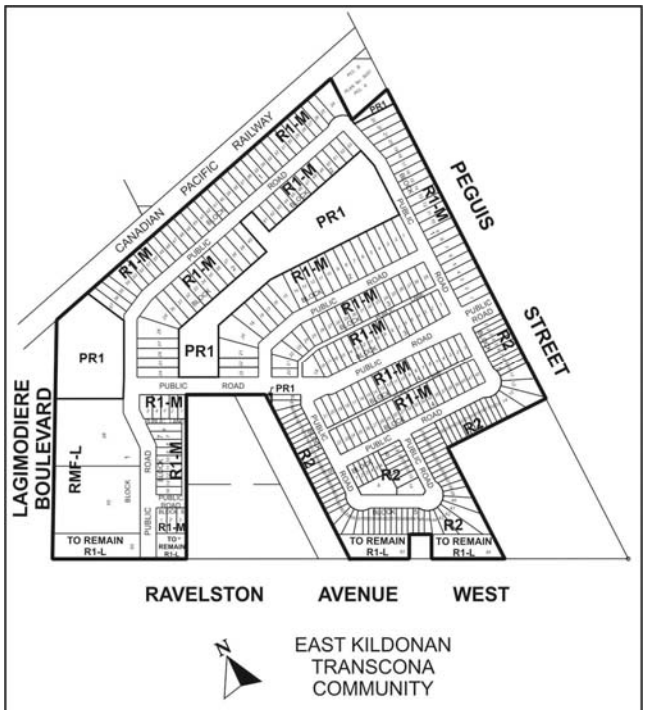
File: DASZ 15/2013

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

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

Applicant: J. Wintrup Consulting Ltd. (John Wintrup)

Subject:



APPLICANT : J. WINTRUP CONSULTING LTD.
FILE : DASZ 15/13
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 northwest corner of Ravelston Ave W. and Peguis St as shown outlined above from an "RR5" RURAL RESIDENTIAL 5 DISTRICT and an "R1-L" RESIDENTIAL SINGLE-FAMILY (Large) DISTRICT to an "R1-M" RESIDENTIAL SINGLE-FAMILY (Medium) DISTRICT, "R2" RESIDENTIAL TWO-FAMILY DISTRICT, "RMF-L" RESIDENTIAL MULTI-FAMILY (Large) DISTRICT and a "PR1" PARKS AND RECREATION 1 DISTRICT to facilitate further development of the Transcona West Neighbourhood lands by the creation of blocks, lots, public reserve lands and the establishment of public right-of-ways for future residential development. **For information, phone Mr. M. Pyl, Planner, at 204-986-5595.**

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

Exhibits Filed:

1. Application dated April 13, 2013
2. Notification of Public Hearing dated May 10, 2013
3. Manitoba Status of Titles 1218221/1, 2612527/1, 2612529/1, 2616087/1, 2616088/1 and 2630200/1
4. Letter of authorization dated December 7, 2012 from George and Paul Sumka to Waterside Development Corp.
5. Letter of authorization dated March 13, 2013 from Waterside Development Corp. to John Wintrup
6. Surveyor's Building Location Certificate and sketch dated January 4, 2013 and February 28, 2013
7. Plans (2 pages)
8. Report from the Planning and Land Use Division dated June 12, 2013
9. Inspection Report
10. Communication (undated), from Mike Malyk in opposition to the application

REPRESENTATIONS:

In Support:

John Wintrup, J. Wintrup Consulting Ltd.
Ray Klassen
Eugene Heinrichs

In Opposition

Stan and Judy Burym
Robert and Kimberley Halischuk
Mike Malyk
Troy Hildebrand and Melody Regan
Christine Piotrowski
Peter and Judy Pshednovak

For Information:

Theo Beijes
Frank Fiorentino
Tanya and Jon Kutcher
Ted Nestor
Peter Veendendaal

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 "10" referred to in File DASZ 15/2013

ADMINISTRATIVE REPORT

Title: DASZ 15/13 – NW Ravelston at Peguis REVISED

Issue: For consideration at the public hearing to facilitate the development of a residential subdivision with 208 lots for single family development, 52 lots for duplex or townhouse development, two lots for residential multifamily, and three lots for public reserve

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

The Urban Planning Division recommends that this application be adjourned.

REASON FOR THE REPORT

- The applicant intends to subdivide and rezone the subject property for residential development.
- This development will include 208 single family lots, 52 lots for duplex or townhome development zoned "R2", two lots for residential multifamily development with a proposed "RMF-L" zoning, as well as public reserve lands and public rights-of-way.
- 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.

- At the time of this report submission, the applicant has failed to submit sufficient information to properly evaluate the proposed pathways within the policy context of the Transcona West Area Structure Plan. As a result, Administration recommends that this application be **adjourned**.

IMPLICATIONS OF THE RECOMMENDATIONS

If the recommendations of the Urban Planning Division are concurred in, this application will be adjourned.

CONSULTATION

In preparing this report there was consultation with:

N/A

SUBMITTED BY

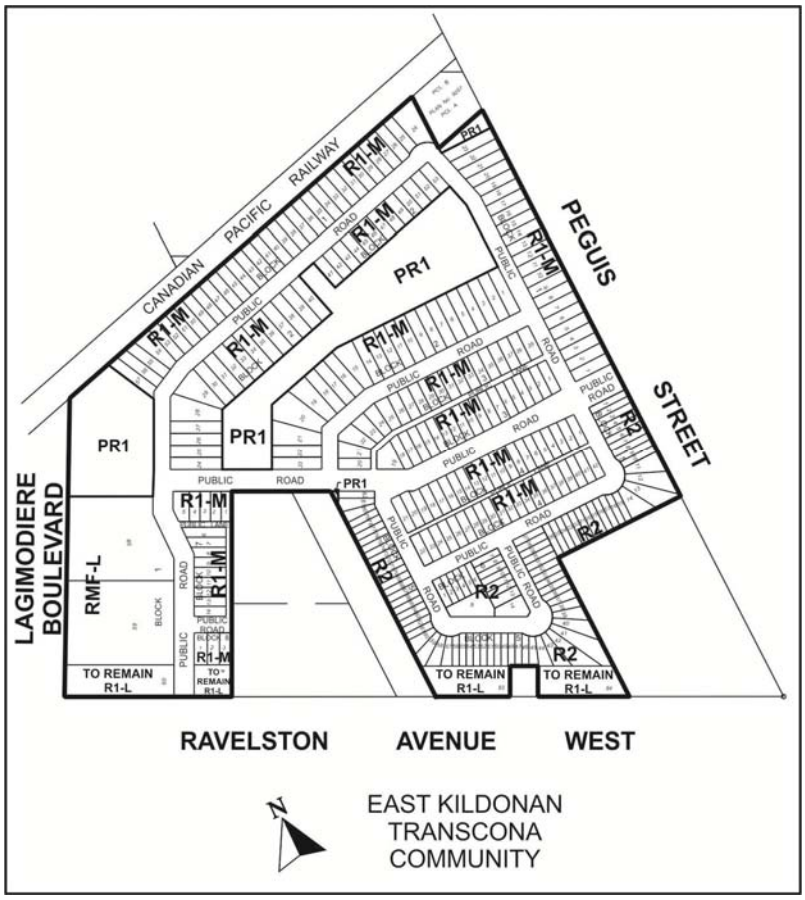
Department	Planning, Property and Development
Division	Urban Planning Division
Prepared by	Michael Pyl
Date:	June 18, 2013
File No.	DASZ 15/13

APPENDIX 'A'

DATE: June 18, 2013
FILE: DASZ 15/13
RELATED FILES:
COMMUNITY: East Kildonan-Transcona
NEIGHBOURHOOD #: 4.417

SUBJECT: To establish 208 single family lots, 52 lots for duplex or townhome development, two lots for residential multifamily development, as well as public reserve lands and public rights-of-way.

LOCATION: Northwest corner of Ravelston Av W and Peguis St



APPLICANT: John Wintrup
J. Wintrup Consulting Ltd.
139 Roslyn Rd – Unit 301
Winnipeg MB R3L 0E7

OWNER: George and Paul Sumka
1301 Ravelston Av W
Winnipeg MB R3W 1R4

and

Waterside Development Company
3615 Roblin Blvd
Winnipeg MB R3R 0C6

RECOMMENDATION: Adjournment

REPORT SUMMARY

- The applicant intends to subdivide and rezone the subject property for residential development.
- This development will include 208 single family lots, 52 lots for duplex or townhome development zoned "R2", two lots for residential multifamily development with a proposed "RMF-L" zoning, as well as public reserve lands and public rights-of-way.
- 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.
- At the time of this report submission, the applicant has failed to submit sufficient information to properly evaluate the proposed pathways within the policy context of the Transcona West Area Structure Plan. As a result, Administration recommends that this application be **adjourned**.

SITE DESCRIPTION

- The subject property is located on the west side of Peguis St north of Ravelston Av W, south of the CPR mainline, and east of Lagimodiere Blvd in the Peguis neighbourhood of the Transcona ward.
- The subject property is primarily zoned "RR5" Rural Residential 5 district, with some Ravelston Av W frontage zoned "R1-L" Residential Single Family district. The site is comprised of eight lots for a total area of 68.2 acres.
- Adjacent properties include the CPR mainline to the north, and beyond, residential development zoned "R1-M", "RMF-M", and "RMF-L", Lagimodiere Blvd to the west, undeveloped land to the east zoned "RR5", and undeveloped land to the south across Ravelston. There are single family homes built along Ravelston.

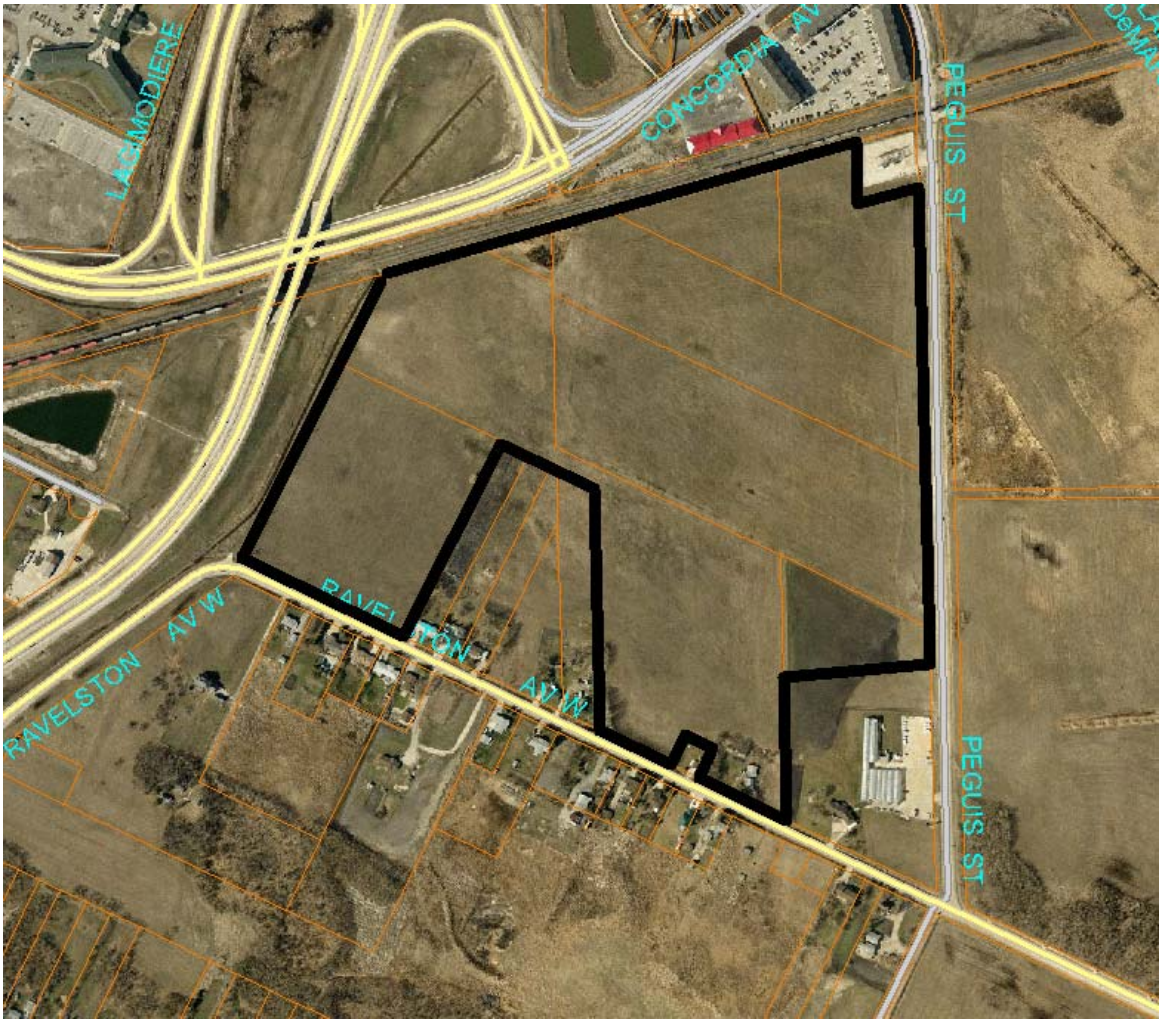


Figure 1: Site map of subject property and surrounding neighbourhood

DESCRIPTION OF THE PROPOSED DEVELOPMENT

- The applicant intends to subdivide and rezone the subject property for residential development.
- This development will include 208 single family lots, 52 lots for duplex or townhome development zoned “R2”, two lots for residential multifamily development with a proposed “RMF-L” zoning, as well as public reserve lands and public rights-of-way.
- The principal collector of the development will extend west from Peguis St, aligning with an extended Devonshire Dr. This collector will connect to Ravelston on the west portion of the site towards Lagimodiere.
- The higher density multifamily residential sites are proposed to be located at the far west end of the site backing onto Lagimodiere. The “R2”-zoned lots are proposed to be located on a local road just south of the principal east-west collector.

- The applicant is proposing a 2.9 acre park immediately north of the "RMF-L" sites as well as two other narrow ones connecting the principal collector to the northeast corner of the site. A walkway connection is being proposed immediately south of a Hydro transformer located at the Peguis St intersection with the railway crossing.
- Four lots zoned "R1-L" with frontage onto Ravelston will be maintained as residual lots.
- The applicant's plans reflect actual building lots, not just a block plan. Single family lot widths range from 34 ft. to 71 ft. on corner lots while most "R2"-zoned lots will be 50 ft. in width (25 ft. for one unit). The two "RMF-L" sites are 2.4 and 2.78 acres in area.

BACKGROUND

DAV 13-118665D

- In concurrence with this application, the applicant also applied for a number of variances related to proposed lot sizes. These variances include:
    - In proposed Block 7 to permit:
        - Lot widths (Lots 1 to 3) ranging from 44 ft. to 47.3 ft. instead of 100 ft.
        - Lot areas (Lots 1 to 4) of 5,052 sq. ft. instead of 39,366 sq. ft.
    - In proposed Block 5 to permit:
        - Combined lot widths (Lots 41 to 60) for the future construction of two-family dwellings, ranging from 50 ft. to 69 ft. instead of 192 ft.
        - Combined lot areas (Lots 41 to 60) for the future construction of two-family dwellings, ranging from 5,689 sq. ft. to 20,775 sq. ft. instead of 96,373 sq. ft.
        - Lot areas (Lots 22 and 31) ranging from 32,467 sq. ft. to 33,011 sq. ft. instead of 96,373 sq. ft.
    - On proposed Lot 13, Block 6 to permit a lot area of 4,135 sq. ft. instead of 5,000 sq. ft.

DAC 6/2013

- An application has been made by the City of Winnipeg 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.
- This application originally went to public hearing at the East Kildonan-Transcona Community Committee on May 21, 2013, but was adjourned to the June 18 meeting.



Figure 2: Proposed closing of Almey Av as per DAC 6/2013

DASZ 10/13, 11/13, and 12/13

- Genstar Development Company has made three separate applications to subdivide and rezone land on the east side of Peguis St between the CPR main line and the CEMR Pine Falls rail line, west of the future Ed Schreyer Parkway right-of-way, primarily for residential development they have titled “Devonshire Village” and “Devonshire Park”. This development will include approximately 1,400 single family residential lots, 13 blocks for townhouse or duplex development, seven multifamily residential sites, one residential mixed use site, and two small commercial sites.
- The highest densities of this project will be located primarily along Peguis. Overall the first phase, located south of Ravelston, will be built to higher densities in recognition of a future Rapid Transit station located along the CEMR rail line right-of-way.

- These applications originally went to public hearing at the East Kildonan-Transcona Community Committee on May 21, 2013, but were adjourned to the June 18 meeting.

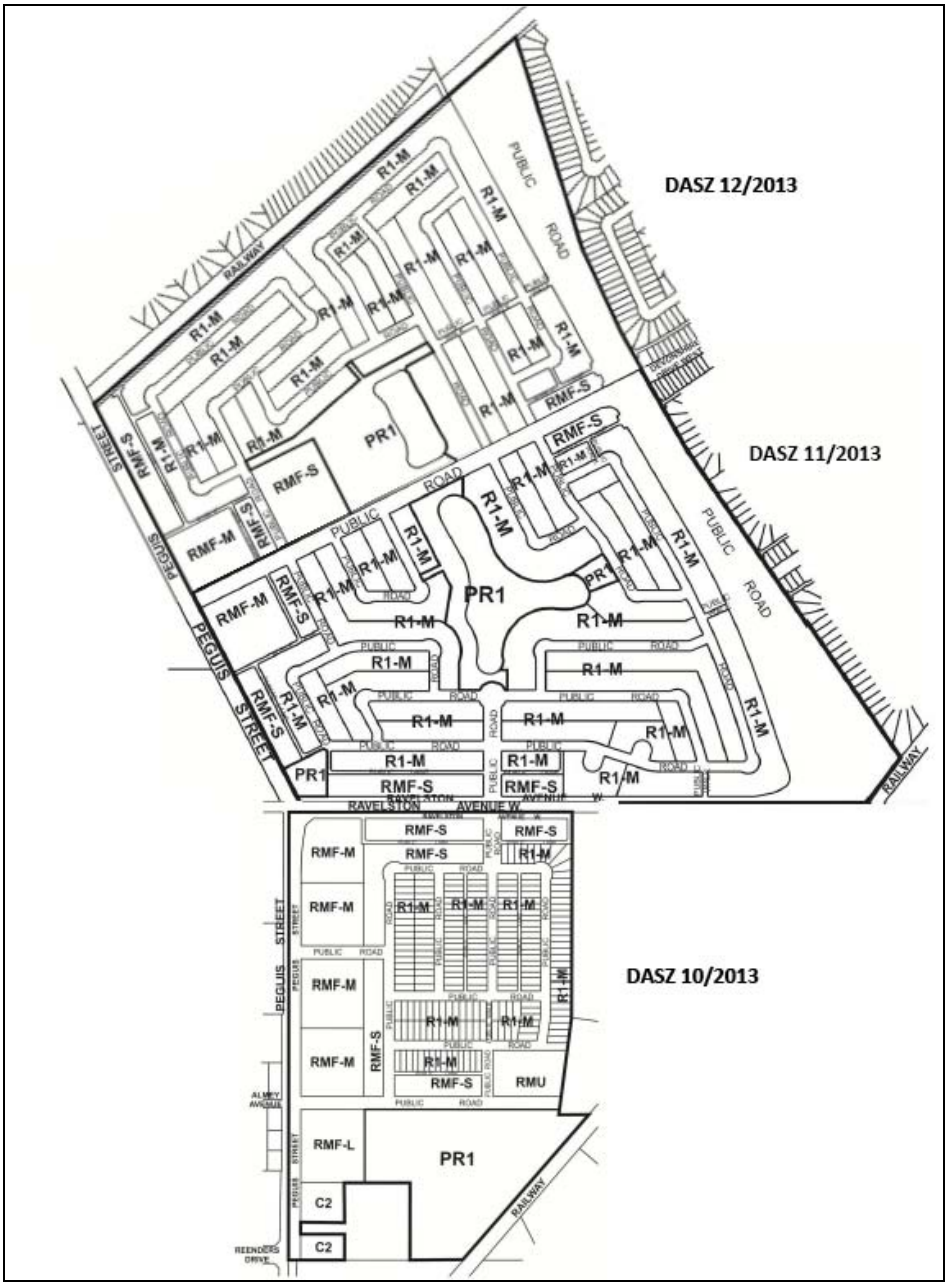


Figure 3: Compilation of proposed plans for DASZs 10, 11, and 12 of 2013

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.

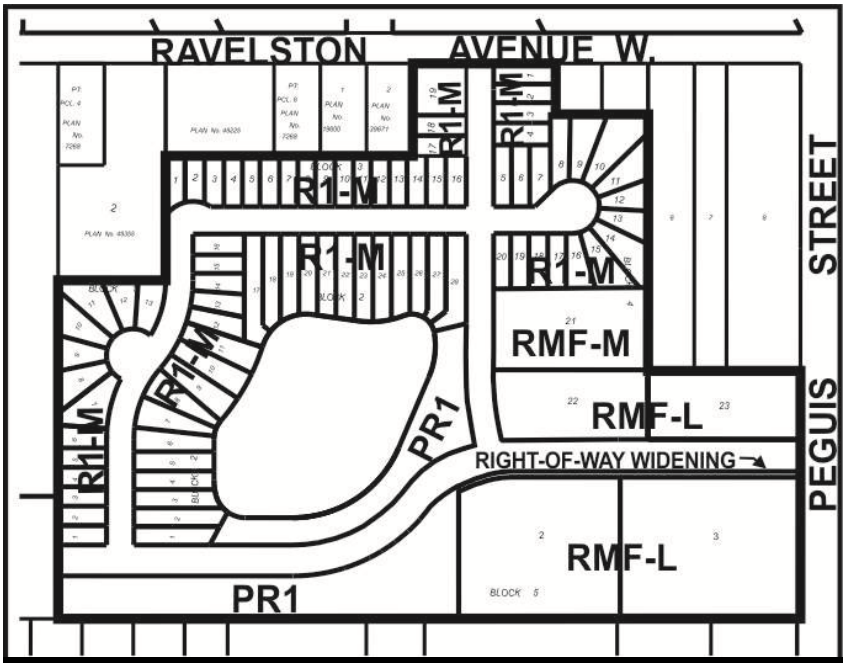


Figure 4: Adcut for DASZ 11/11

- 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.

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 Two-Family (R2) district is intended to accommodate the development of single- and two-family units and where appropriate limited multi-family units 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 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.

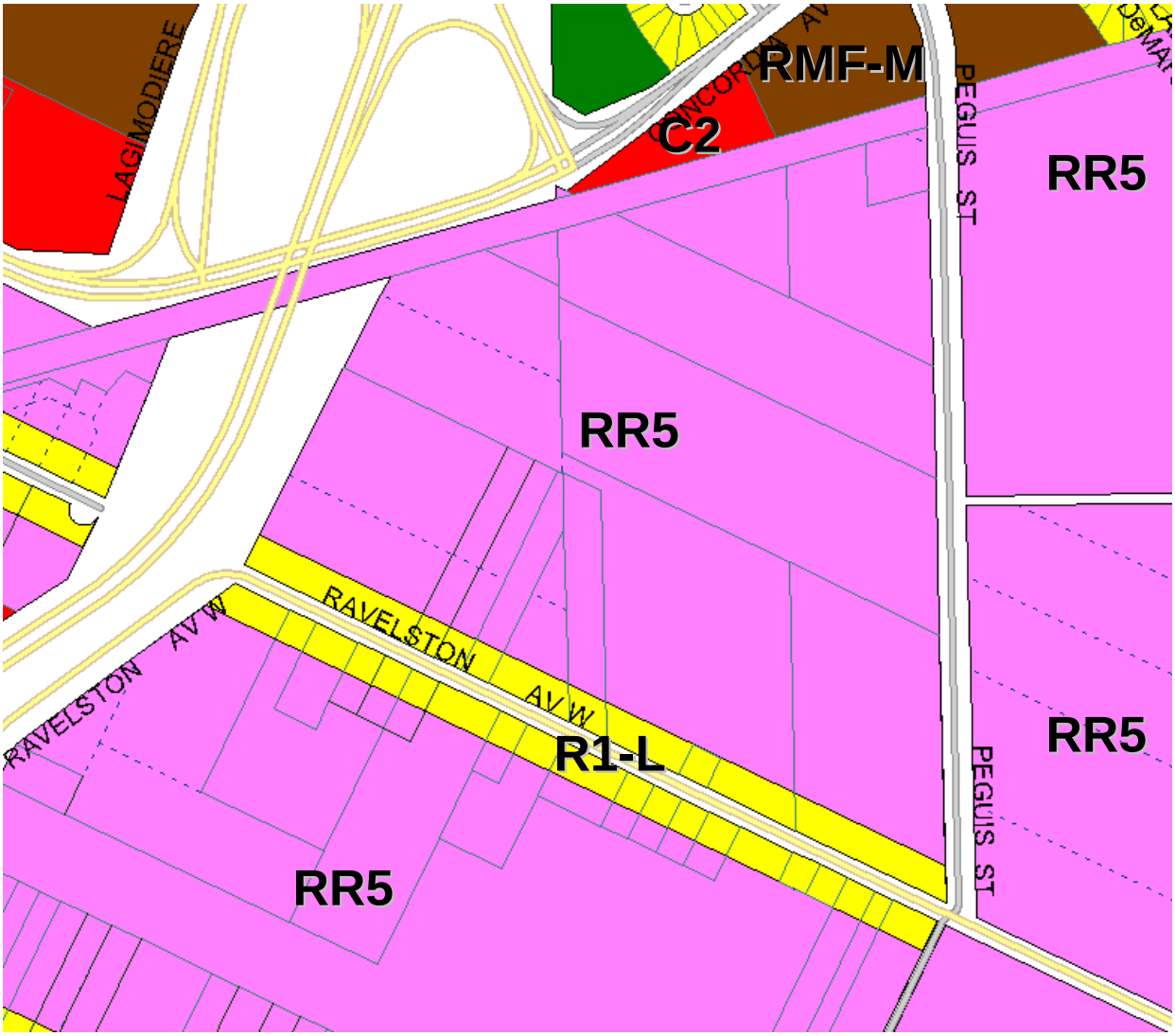


Figure 5: Existing zoning map of subject property and surrounding neighbourhood

- 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 (ft.)	Min. Front Yard (ft.)	Min. Rear Yard (ft.)	Min. Side Yard (ft.)	Min. Reverse Corner Street Side	Max. Height of Building (ft.)	Max. Lot Coverage (%)

						Yard (ft.) *		
R1-M	3,500	25	15	25	4	4	35	45
R2	5,000**	25	20	25	4	10	35	NA

* - Where the width of the lot 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.
** - 2,500 per dwelling unit for two-family; 800 per dwelling unit for multi-family

Figure 6: Dimensional standards for the "R1-M" and "R2" zoning districts

- Section 138 of the zoning by-law prescribes Special Boundary Conditions pertaining to the subdivision of land. If an undeveloped parcel of land is located in the R1 or R2 zoning districts, or proposed for rezoning to the R1 or R2 zoning districts, and abuts an existing R1 or R2 zoning district, or is separated from an R1 or R2 zoning district by a street right-of-way, railroad right-of-way, or waterway, the undeveloped parcel must not be subdivided unless the width/square footage of the proposed lot(s) within 200 feet (measured from the edges of the proposed subdivision) of the adjacent R1 or R2 zoning district is not less than the average lot width/square footage of existing developed lots in residential use in the adjacent R1 or R2 areas along such shared boundary, but in no case may be less than 35 feet.
- 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

* - 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 7: Dimensional standards for "RMF" zoning districts

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. Specifically, it falls within the Almey-Ravelston Special Planning Area.

- The purpose of the Almey-Ravelston Special Planning Area is to provide area-specific policies to the area highlighted in Map 4 of the plan. The fragmented nature of land ownership poses challenges for the development of a comprehensive plan that would allow for a phased and logical extension of roads and services into the area. The policies of the Almey-Ravelston Special Planning Area are intended to provide a framework toward the development of such a comprehensive plan, allowing for both the preservation of the existing large lot single family residential development while permitting some re-subdivision and development of existing larger parcels where appropriate.

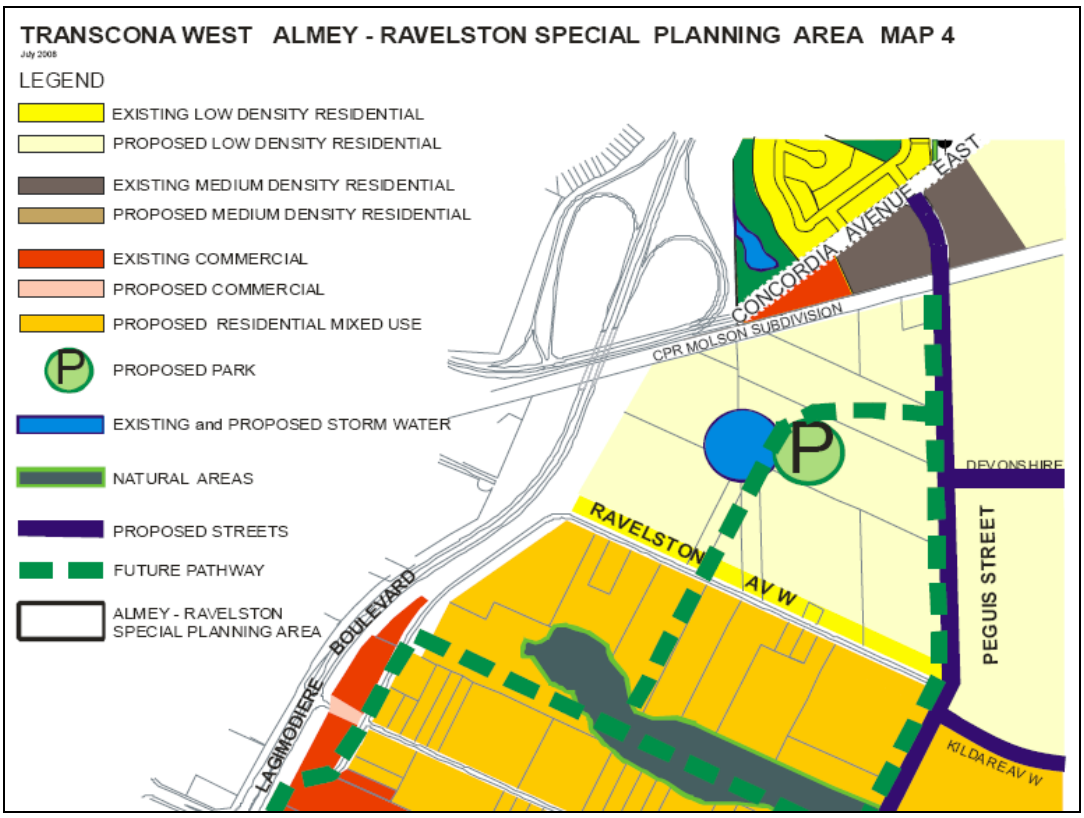


Figure 8: Map 4 of the Transcona West Area Structure Plan denoting the Almey-Ravelston Special Planning Area

- Map 4 of the Area Structure Plan designates the subject property as “Proposed Low Density Residential”. Section 5.1 *Proposed Residential Areas* speaks to this particular land use category.
    - The purpose of the Residential Area is to provide for low density residential development. In addition, compatible and complementary higher density residential uses are allowed within this area at locations shown on the Land Use Map. Institutional, recreational, and local commercial uses may also be located within residential areas. Public parks will be interspersed throughout the

Residential Area as a complement to a linear open space or pathway system to serve the recreational needs of residents.

- Section 5.1.2(1) speaks to the composition of Proposed Residential Areas:
  - Single family and two family residential uses shall be the predominant use of land within the Residential Area.
  - Higher density multifamily residential uses shall be located as shown on the land use map.
- Section 5.1.2(4) provides design considerations for multifamily residential areas. The design of these areas shall:
  - Be determined through the development application process.
  - Emphasize opportunities for providing buffering and landscaping to integrate the parking area into the surrounding neighbourhood.
  - Mitigate the impact of the building's mass and density and address the issue of privacy for the immediate neighbours.
  - Strive for distinct design elements to differentiate each building.
  - Provide for linkages for residents to access adjacent communities through roadway, walkway, pathway, and bikeway connections.
  - Be served by a network of streets, sidewalks, and paths that provides pedestrian access to transit stops that may be within 200 metres of all multifamily residential dwellings.

- Map 4 denotes a "Future Pathway" running through the middle of the site, connecting Peguis to Ravelston (a "Proposed Park" and an "Existing and Proposed Storm Water" facility are located in the middle of the site).
  - Policies on pathways are further articulated in Section 7.5 of the plan. These policies state that pathways should:
    - Include those routes shown on the Transportation Concept map. Other trails or pathways should be determined at the Development Application stage.
    - Wherever possible, be located within or integrated with a park or natural feature. Where this is not possible, they may be located within a right-of-way in the form of a pathway constructed in place of a sidewalk.
    - Link origin/destination points within the community.
    - Connect to regional pathway systems beyond the community.
    - Support access to transit routes.
    - Where a pathway or trail cannot be located within or integrated with a park or natural feature, it may locate within a right-of-way in the form of a pathway constructed in place of a sidewalk.
- Section 5.2.2(2) requires that the rezoning and subdivision of land within the Special Planning Area will be considered by the Community Committee through the Development Application process in accordance with the following:
  - Any application for subdivision shall be accompanied by a concept plan that demonstrates how the subdivision may be integrated into the re-subdivision of adjacent and surrounding parcels in order to ensure that the future potential for adjacent subdivision is not compromised.

Public consultation

- In a correspondence received by the Urban Planning Division on May 24, 2013, the applicant indicated that no public consultation was planned for the proposed development.

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.
- Transit will likely not be routing buses through local streets of this development.

Area road improvements

- This development is being proposed within the context of larger, area-wide improvements to the road network. The City will endeavor to collect money through development applications wherever possible and appropriate to fund these improvements.
    - Peguis St from Regent Av to the CPR rail right-of-way and both Devonshire and Ravelston from Peguis to the future Ed Schreyer Parkway will all be built as four-lane urban standard roadways.
    - The existing Devonshire Dr will be extended across the future Edward Schreyer Parkway to connect with Peguis.
    - Through their applications (DASZs 10, 11, and 12 of 2013), Genstar 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 Edward Schreyer Parkway 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.
    - These improvements are consistent with the Transcona West Area Structure Plan.

Development of adjacent parcels

- In fulfillment of their obligation to provide a concept plan for the development of adjacent parcels of land as per Section 5.2.2(2) of the Transcona West Area Structure Plan, the applicant submitted the following:

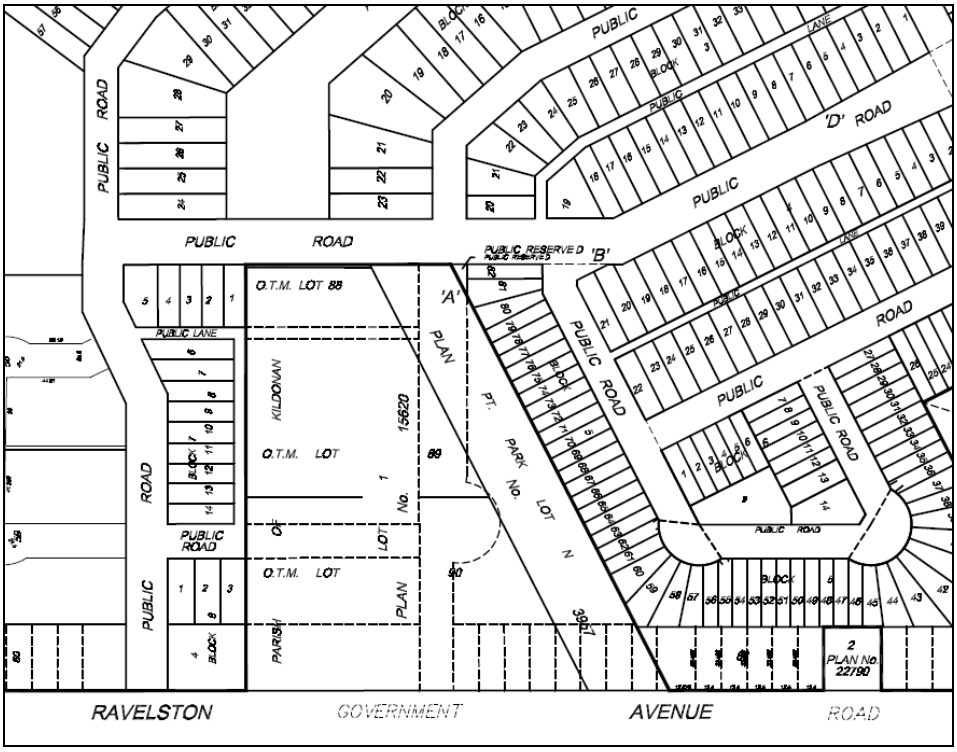


Figure 9: Concept plan illustrating a potential development pattern of adjacent lands

- The Urban Planning Division is satisfied that the applicant's current plan will not preclude the development of these adjacent lands.

Parks and Active Transportation

- Map 4 of the Area Structure Plan calls for a pathway to bisect the subject area, connecting Peguis St with Ravelston Av W. In the middle of the site, the plan indicated a Proposed Park and a stormwater management pond adjacent to this pathway.
- Section 7.5.2 of the Area Structure Plan states:
    - Wherever possible, pathways should be located within or integrated with a park or natural feature (including the linear parkway and stormwater management areas).
    - Where a pathway or trail cannot be located within or integrated with a park or natural feature, it may locate within a right-of-way in the form of a pathway constructed in place of a sidewalk.
- At the time that this application was submitted, no information was submitted indicating the design of the proposed pathway system; only the plan of subdivision was included.
- Beginning April 23, the Parks Strategic Planner had made seven different requests to the applicant to clarify questions regarding the parks component of the proposed plan; from the beginning, clarification was sought on the size of the proposed stormwater pond to determine whether a pathway could be accommodated or not and, more broadly, how the applicant planned to meet the intent of the Area Structure Plan in regards to connectivity.

After the seventh such request on May 30, a meeting was arranged for June 7 with the Parks Strategic Planner, the area planner, and the applicant, only two working days prior to this report deadline.

- The applicant did not provide any additional information, but did confirm that the stormwater pond in Public Reserve B would take up the full width of the lot, thereby confirming a path could not be accommodated. No recommendations were provided as to how their plan conformed with the intent of the Area Structure Plan.

- At the time of this report submission, the applicant has still not submitted a pathways proposal. Given that there is nothing to evaluate, the Public Service cannot make a recommendation.
- In anticipation of what it would expect, the Public Service will likely expect that at least a portion of the pathway system will be accommodated within a linear park. Given that this is a large, undeveloped site with little to no existing physical constraints, it is not apparent why a pathway could not be located within a linear parkway in accordance with Section 7.5.2 of the plan.

Compatibility with the surrounding neighbourhood

In light of the applicant's inability to address how the requirements of the Area Structure Plan are being met, the Urban Planning Division is recommending that this application be adjourned. However, aside from this issue, there are a number of other considerations that should be noted in the evaluation of this application.

Location of the proposed multifamily residential development

- Map 3 of the Transcona West Area Structure Plan proposes that multifamily residential development be located along Peguis St as per the "Proposed Medium Density Residential" land use designation. The entirety of the subject property is designated "Proposed Low Density Residential". That being said, Section 5.1.2(1)(a) states:
    - Single family and two family residential uses shall be the predominant use of land within the Residential Area.
    - Higher density multifamily residential uses shall be located as shown on the Land Use Map.
- Citing the City of Winnipeg Motor Vehicle Noise Policies and Guidelines adopted by Council in 1984, Public Works would object to any single family development backing directly on to Lagimodiere Blvd. The intent of this document is to minimize adverse noise impacts on the backyard amenity areas of single family dwellings. It does not apply to multifamily residential dwellings. Based on these guidelines, single family dwellings could not be located where the two "RMF-L" lots are proposed as they would be subject to an excessive amount of noise.
- The Urban Planning Division can accept a limited amount of multifamily residential development in this location, as the first policy above would suggest a limited amount of multifamily residential uses subordinate to the single family uses would be permitted.
- This policy does not support higher density multifamily residential. However, it would allow for some "medium" density residential development.

- **The current "RMF-L" proposal is not consistent with the Transcona West Area Structure Plan.**
- If Community Committee chooses to proceed with this application, the proposed "RMF-L" zoning should be changed to "RMF-M".

Railway setbacks

- Consideration must be given to the residential interface with the CPR railway located along the north property line.
- If Community Committee decides to approve this application either at this meeting or a subsequent public hearing, it is recommended that lots backing onto the rail right-of-way provide a minimum rear yard of 15m (49 ft.) measured from the existing southern boundary of the rail ROW to the rear building wall of the principal dwelling.
    - Note that this condition is not intended to apply to attached accessory structures such as decks and sunrooms; structures like these can be built within this rear yard.
- Further to these setbacks, it is proposed in the zoning agreement that the developer will be responsible for constructing a 1.2m berm with a uniform wooden 2m (6.5 ft.) fence on the rear of these lots.
- This recommendation is consistent with what has been recommended for DASZs 10, 11, and 12 of 2013.

Design Guidelines

- If Community Committee decides to approve this application, it is recommended that the City enter into a Zoning Agreement with the applicant whereby plan approval would be required of the properties zoned for residential multi-family development. 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 5.1.2(4) of the Transcona West Area Structure Plan outlines criteria for the design of multiple family developments in Proposed Residential Areas.
    - Emphasize opportunities for providing buffering and landscaping to integrate the parking area into the surrounding neighbourhood.
    - Mitigate the impact of the building's mass and density and address the issue of privacy for the immediate neighbours.
    - Strive for distinct design elements to differentiate each building.
    - Provide for linkages for residents to access adjacent communities through roadway, walkway, pathway, and bikeway connections.
    - Be served by a network of streets, sidewalks, and paths that provides pedestrian access to transit stops that may be within 200m of all multiple family residential dwellings.
- The following design principles further articulate these broad goals. The Urban Planning Division will encourage that future development applications on the multifamily lots reflect these principles.
    - 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.

- 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.
- Accessory signage should be pedestrian-oriented and should be consistent with the dimensional standards for signage in the zoning by-law.
- 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.

RECOMMENDATION

Beginning April 23, the Parks Strategic Planner had made seven different requests to the applicant seeking clarification on the size of the stormwater pond that would be located in Public Reserve B and, more broadly, how the applicant intended to meet the intent of the Transcona West Area Structure Plan in regards to pathways and connectivity. At the time of this report submission, the applicant has still not submitted a proposal detailing how the Pedestrian and Bicycle Circulation policies of the plan will be achieved; further, it was only clarified on June 7, two working days prior to this report deadline, that the width of the stormwater pond would not allow for a pathway through the Public Reserve.

With little to evaluate, the Public Service cannot make a recommendation. As a result, it recommends that this application be **adjourned**. It will likely expect that at least a portion of the pathway system will be accommodated within a linear park, given that the Area Structure Plan strongly encourages this and that this is a large, undeveloped site with little to no existing physical constraints.

However, if the Community Committee chooses to proceed with this application, the Public Service recommends the following:

1. That the plan of subdivision proposed under File DASZ 15/2013 be approved for preparation as a plan of subdivision by a Manitoba Land Surveyor in accordance with Schedule "B" for File DASZ 15/2013 dated June 18, 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 June 10, 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 12/2013 dated June 18, 2013 to a "R1-M", 'R2", "PR1", and "RMF-M" zoning districts 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-M" and "RMF-L" Residential Multifamily, 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, and landscaping 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. The Developer shall, at no expense to the City, construct within the rear yards of all one and two family lots abutting the CPR rail right-of-way, a 1.2m berm in height with a uniform wooden fence 2.0m in height, to the satisfaction of the Director of Planning, Property, and Development. The Developer is to permit the City to file a caveat against the title of each of these proposed lots abutting the CPR rail right-of-way requiring the owner(s) to maintain and/or repair or replace the fence as originally constructed, to the satisfaction of the Director of Planning, Property, and Development.
        iii. That a minimum rear yard of 15 metres shall be provided within the rear yards of the single family lots abutting the CPR rail right-of-way measured from the southern boundary of the existing right-of-way (Plan 1042) to the nearest wall of any principal building.
        iv. 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.

v. 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-M" and "RMF-L" Residential Multifamily 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.

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.

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.

This Report Submitted by: Michael Pyl
Planning, Property and Development Department
Urban Planning Division
Report Prepared by: PPD File # DASZ 15/2013

APPENDIX 'B'

Schedule "A" for File No. DASZ 15/13, East Kildonan-Transcona Community Committee, dated June 18, 2013.

By–Law No. _____

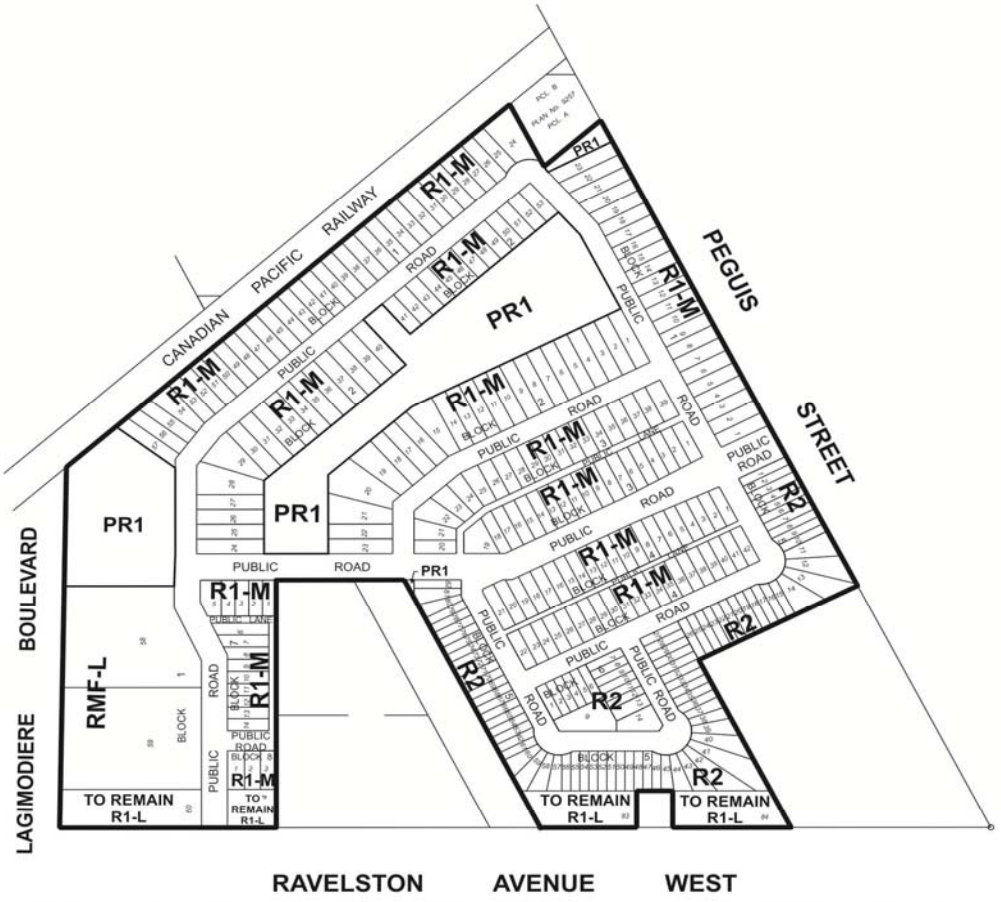
File No. **DASZ 15/13**

Atlas Sheet No. **X31**

EAST KILDONAN TRANSCONA COMMUNITY

Explanation

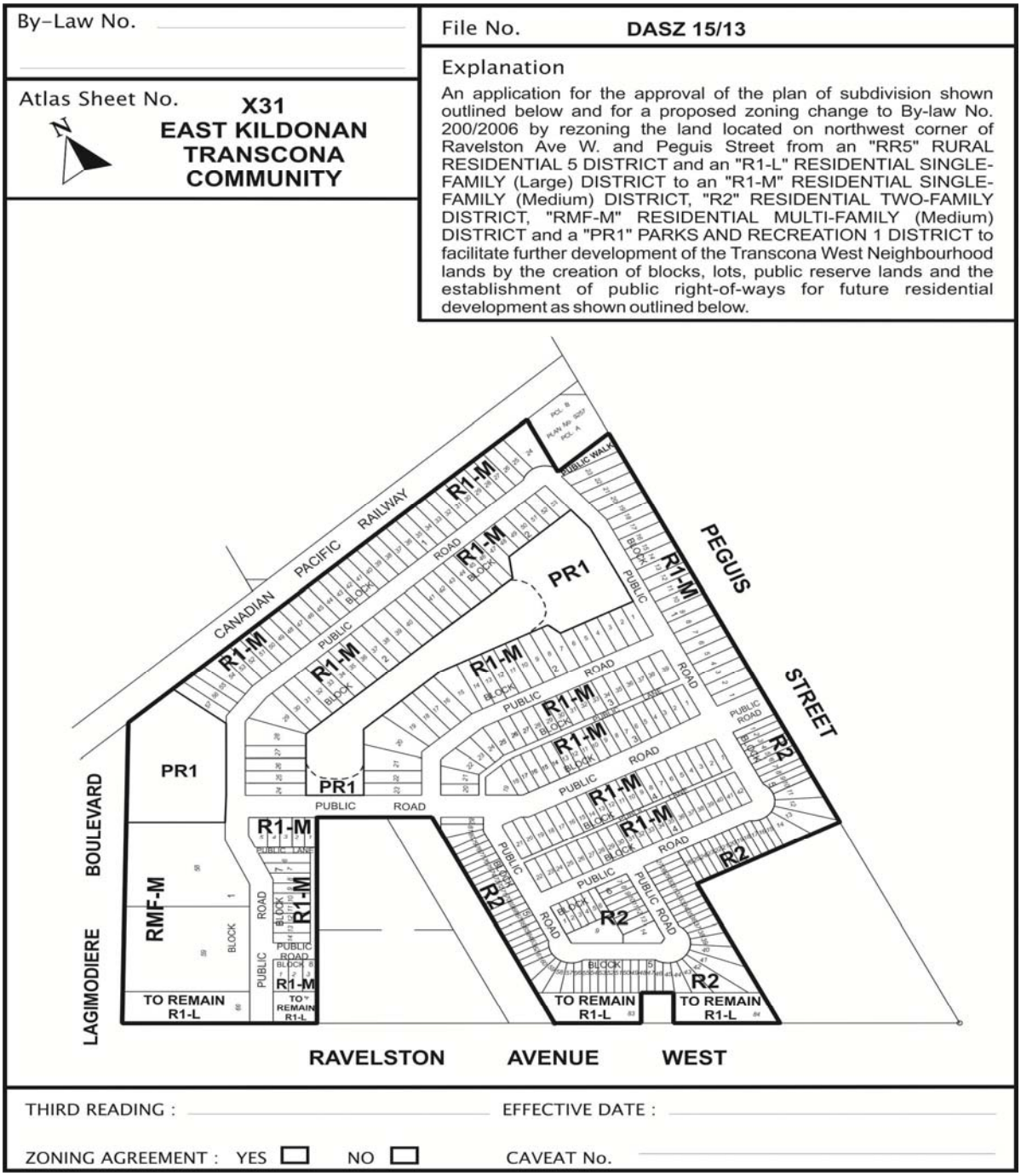
An application for the approval of the plan of subdivision shown outlined below and for a proposed zoning change to By-law No. 200/2006 by rezoning the land located on northwest corner of Ravelston Ave W. and Peguis Street from an "RR5" RURAL RESIDENTIAL 5 DISTRICT and an "R1-L" RESIDENTIAL SINGLE-FAMILY (Large) DISTRICT to an "R1-M" RESIDENTIAL SINGLE-FAMILY (Medium) DISTRICT, "R2" RESIDENTIAL TWO-FAMILY DISTRICT, "RMF-L" RESIDENTIAL MULTI-FAMILY (Large) DISTRICT and a "PR1" PARKS AND RECREATION 1 DISTRICT to facilitate further development of the Transcona West Neighbourhood lands by the creation of blocks, lots, public reserve lands and the establishment of public right-of-ways for future residential development as shown outlined below.



THIRD READING : _____ EFFECTIVE DATE : _____

ZONING AGREEMENT : YES ☐ NO ☐ CAVEAT No. _____

Schedule “B” for File No. DASZ 15/13, East Kildonan-Transcona Community Committee, dated June 18, 2013.



Schedule “C”

REPORT OF THE ADMINISTRATIVE CO-ORDINATING GROUP – June 10, 2013

RE: PROPOSED SUBDIVISION AND REZONING OF LAND LOCATED NORTHWEST OF RAVELSTON AVENUE AND PEGUIS STREET - DASZ 15/2013

It is recommended that the approval of DASZ 15/2013, 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 required for a 0.912m widening of the Peguis Street right-of-way along the full length of Peguis Street abutting the Planned Area, 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 in the north-west and south-west corners, as required, at the intersection of Peguis Street and Devonshire Drive as determined by and to the satisfaction of the Director of Public Works.

3. 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^{o}, to the satisfaction of the Director of Public Works.

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. The centerline of the projection of Devonshire Drive is to be coincident with the centerline of Devonshire Drive to the east thereof, to the satisfaction of the Director of Public Works.

9. The developer shall amend its plan, and replace it with "Schedule B" attached, to facilitate the following changes:

   a. Remove the PR zoning from the small triangle of land on the south side of the E-W collector, opposite the public road east of the stormwater retention basin, and leave the land as right-of-way;

   b. Reconfigure the Public Reserve at the north east limit of the stormwater retention basin as illustrated;

   c. Change the parcel at the NE limit of the planned area, connecting out to Peguis St, from "Public Reserve" and re-designated the area 'Public Walkway', ensuring that the street fronts are at least 6 m wide and no more than 8 m wide.

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 (including a piped outfall) 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 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.

11. 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 from the CPR Keewatin Subdivision to Ravelston Avenue West, as determined by and to the satisfaction of the Director of Public Works. The City shall endeavor, within the limits of its powers, to make recoveries from other benefiting privately owned lands through subsequent agreements.

12. The Developer shall, at no expense to the City, construct a 3.5m in width asphalt multi-use pathway on the on the west side of Peguis Street from the CPR Keewatin Subdivision to Ravelston Avenue West, as determined by and to the satisfaction of the Director of Public Works. The City will endeavor, within the limits of its powers, to make recoveries from other benefiting privately owned lands through subsequent agreements.

13. The Developer shall, at no expense to the City, construct a four lane divided roadway, within a 32.0m right-of-way, consisting of two lanes of portland cement concrete pavement to a width of 8.0m by 200mm in thickness on the projection of Devonshire Drive from Peguis Street to the first public road west of Peguis Street including a portland cement concrete transition west thereof, as determined by and to the satisfaction of the Director of Public Works.

14. The Developer shall, at no expense to the City, construct a 3.5m in width asphalt multi-use pathway on the north side of the projection of Devonshire Drive from Peguis Street, extend west to the Public Reserve at the west limit of the planned area, and then continuing south along the west side of the N-S collector out to Ravelston, as determined by and to the satisfaction of the Director of Public Works.

15. The Developer shall, at no expense to the City, construct the following works along Ravelston Avenue west from Peguis Street to Lagimodiere Boulevard:

    p) a 10.0m by 200mm in thickness portland cement concrete pavement and all related works in Ravelston Avenue West;
    q) 1.5m by 100mm in thickness portland cement concrete sidewalk on both sides of Ravelston Avenue West;
    r) ornamental street lighting in Ravelston Avenue West;
    s) boulevard landscaping on both sides of Ravelston Avenue West and;
    t) land drainage sewer if required by the Water and Waste Department.

    all as to be determined by the Director of Public Works.

The City will endeavor, within the limits of its powers, to make recoveries from other benefiting privately owned lands through subsequent agreements.

16. 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.

17. 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 except where multi-use pathways are constructed, as determined by and to the satisfaction of the Director of Public Works.

18. The Developer shall pay its share of the cost of the following improvements in Concordia Avenue East on an area basis, for the area as illustrated on the attached Figure 1, as determined by the Director of Public Works:

    f) an 8.0m in width by 200mm in thickness portland cement concrete lane of pavement and all related works in Concordia Avenue East between the existing Lagimodiere/Concordia interchange and the east limit of the existing Peguis Street.
    g) 1.5m in width by 100mm in thickness portland cement concrete sidewalks in both the north and south boulevards of Concordia Avenue East:

    h) street lighting in the north boulevard of Concordia Avenue East;

    i) landscaping in the north boulevard of Concordia Avenue East;

    j) modifications to the existing Lagimodiere/Concordia interchange to accommodate the connection of Concordia Avenue East to the interchange, , including, but not necessarily limited to through lanes, turning lanes, channelization, medians, asphalt transitions, land drainage works, street lighting, boulevard landscaping, sidewalks, median hazard markers and all related works.

19. The Developer shall pay its share of the cost of the following improvements in Peguis Street on an area basis, for the area as illustrated on the attached Figure 1, as determined by the Director of Public Works:

    a. two 8.0m in width by 200mm in thickness portland cement concrete lanes of pavement and all related works in Peguis Street, between Concordia Avenue East and the CPR Keewatin Subdivision including a temporary asphaltic

concrete transition section to the existing gravel roadway in Peguis Street south of the CPR Keewatin Subdivision;

b. 1.5m in width by 100mm in thickness portland cement concrete sidewalks in both the east and west boulevards of Peguis Street;

c. street lighting in both the east and west boulevards of Peguis Street;

d. landscaping in both the east and west boulevards of Peguis Street;

e. modifications to the existing railway crossing and the existing crossing protection at Peguis Street and the Canadian Pacific Railway (CPR) Keewatin Subdivision as may be required by Transport Canada and/or Canadian Pacific Railway (CPR).

20. The Developer's share of the cost of the works described in items 18. and 19 above is $10,892/acre (2013 rate).

21. 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 Concordia Avenue East, 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 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 Devonshire Drive, as determined by and to the satisfaction of the Director of Public Works.

23. 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.

24. The Developer shall, at no expense to the City, construct within the Planned Area abutting the CPR Keewatin Subdivision, a uniform fence 2.0m in height, as determined by and to the satisfaction of the Director of Public Works. The Developer is to permit the City to file a caveat against the title of the proposed lot abutting the CPR Keewatin Subdivision requiring the owner(s) to maintain and/or repair or replace the fence as originally constructed, to the satisfaction of the Director of Public Works. Said fence is intended to ensure that "pedestrian trespass, to the tracks does not become a consequence of the subject

development, thereby creating safety issues and jeopardizing existing and/or future anti-whistling regulations along the subject railway line.

25. There shall 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.

26. 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, Lagimodiere Boulevard and the CPR Keewatin Subdivision.

27. 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.

28. 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.

29. 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.

30. 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.

31. 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.

32. 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.

33. The Developer shall, at no expense to the City, be responsible to control and to initiate the clean-up of litter and refuse from the contractors and builders for this development, both on-site and off- site, during the installation of services and construction of 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.

34. 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.

35. 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.

36. 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.

37. 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 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 and equivalent value of additional site amenities in the public reserves within the planned area, as approved by the Directors of Public Works and Planning Property and Development.

38. 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.

39. 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.

40. The developer shall, at no cost to the city, provide continuous fencing for properties with side or rear yards abutting public reserve land, or where trails or play equipment is anticipated to be within 10' of residential property line. Said fence to be located within private property and established by caveat to be the

responsibility thereafter of the private property owner.

41. 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.

42. The developer shall, assume responsibility for all Public Reserve sites until they are developed and throughout the maintenance period.

43. 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.

44. 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.

45. 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.

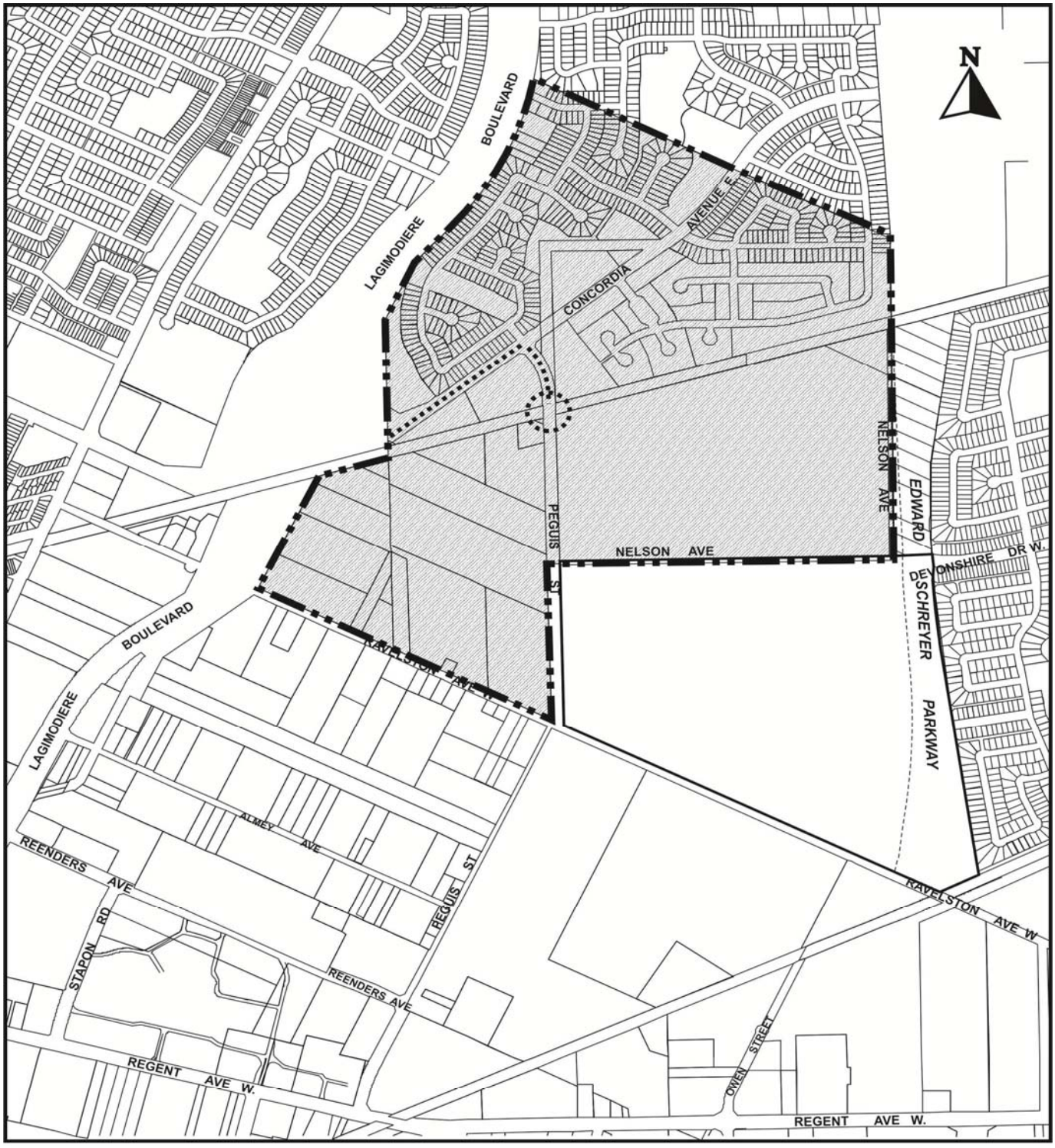
46. Following completion of all major construction works, the Developer shall, at its cost, have the locations of the survey monuments within the Planned Area verified and, where the survey monuments have been disturbed, moved, covered, mutilated, or destroyed, have them replaced by a Manitoba Land Surveyor, 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.

47. 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;

48. 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.

49. 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.



CONCORDIA / PEGUIS AREA CHARGE **FIGURE 1**

DATE : May 10, 2013

THIS REPORT SUBMITTED BY:

Administrative Co-ordinating Group
File No. DASZ 15/2013
June 10, 2013

[Original signed by G.V. Jasper, P.Eng.]
G.V. Jasper, P. Eng.,
Land Development Branch

[Original signed by C. Desjardine, P.Eng.]
C. Desjardine P. Eng.
Public Works Department, Transportation Division

[Original signed by F.C. Mazur, P.Eng.]
F. C. Mazur, P. Eng.
Water & Waste Department

[Original signed by D. Beaton]
D. Beaton, MLArch.
Parks, Riverbanks, & Community Initiatives Branch