Minute No. 543
Report – Standing Policy Committee on Property and Development – July 2, 2013

Item No. 21 **Amendment to Memorandum of Understanding Under Subdivision and Rezoning at 1326 and 1330 Ravelston Avenue West (Transcona Ward)**
File DASZ 11/2011

COUNCIL DECISION:

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

1. That the March 21, 2012 Council Decision be amended to delete all references to "Memorandum of Understanding, MOU, Strategic Economic Agreement, SEA and the severing of the Almey – Lagimodiere Intersection" and that collateral items in the report be amended accordingly.

2. That the Winnipeg Public Service recommendations regarding the amendments proposed by the Developer in their May 8, 2013 letter be concurred with (See Appendix B), with the following amendments:

    A. That the permit restriction including restriction on the amount of building permits that may be issued be deleted.

    B. That two westerly lanes of Peguis Street from Regent Avenue West to Ravelston Avenue West be constructed within one construction season from the issuance of the executed development agreement with an option that the Developer may phase the construction of Peguis Street with Phase 1 being the westerly two lanes of Peguis Street from Regent Avenue North to El Tassi Drive and Phase 2 being the westerly two lanes of Peguis Street from El Tassi Drive to Ravelston Avenue West, with the maximum time allowed to construct Phase 1 and Phase 2 being two full concurrent construction seasons from the issuance of the executed Development Agreement.

    C. That Clause 27 be deleted in its entirety and replaced with the following:

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COUNCIL DECISION (continued):

"27. The City of Winnipeg will reimburse the Developer for the work done in excess of the Developers proportionate (as per the historical fronting obligations) share of said costs, and within five years of the completion of said work, including an interest rate agreeable to the City of Winnipeg, and to the satisfaction of the Director of Public Works".

D. That within five years of the construction of Ravelston Avenue West, between Fiorentino and Peguis Street, and all associated works, the City of Winnipeg will reimburse the developer for works done in excess of the developer's proportionate (as per the historical fronting obligations) share of said costs, including an interest rate agreeable to the City of Winnipeg, and to the satisfaction of the Director of Public Works.

E. That the developer be required to fund 10% of the Traffic control signals at the intersection of Ravelston Avenue West and Peguis Street.

F. That the Active Transportation (3.5m wide) pathway be built on the west side of Peguis Street from Ravelston Avenue West to Regent Avenue West concurrent with construction of the two westerly (southbound) lanes of Peguis Street from Ravelston Avenue West to Regent Avenue West, including the installation of non-signalized pedestrian crossings for said AT corridor at Ravelston Avenue West, El Tassi Drive, and Almey Avenue, and that the City of Winnipeg will reimburse the Developer for the work done in excess of the Developers proportionate (as per the historical fronting obligations) share of said costs, and within five years of the completion of said work, including an interest rate agreeable to the City of Winnipeg, and to the satisfaction of the Director of Public Works

G. That the developer pay to the City 50% of costs associated with the installation of a Half Signal Pedestrian Crossing on Peguis Street at El Tassi, including all related works.

H. That Clause35 be deleted in its entirety.

I. That Clause 26 be amended to require a sidewalk, ornamental street lighting, and boulevard landscaping including trees on both sides of Ravelston Avenue West, from Fiorentino to Peguis Street, and subject to Clause 6.

3. That the Proper Officers of the City be authorized to do all things necessary to implement the intent of the foregoing.

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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 recommendation of the Standing Policy Committee on Property and Development and the East Kildonan-Transcona Community Committee, 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.

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

DECISION MAKING HISTORY (continued):

COMMUNITY COMMITTEE RECOMMENDATION:

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

- Recommendation 2, add the following words:
  "with the following amendments:

  A. That the permit restriction including restriction on the amount of building permits that may be issued be deleted.

  B. That two westerly lanes of Peguis Street from Regent Avenue West to Ravelston Avenue West be constructed within one construction season from the issuance of the executed development agreement with an option that the Developer may phase the construction of Peguis Street with Phase 1 being the westerly two lanes

  C. of Peguis Street from Regent Avenue North to El Tassi Drive and Phase 2 being the westerly two lanes of Peguis Street from El Tassi Drive to Ravelston Avenue West, with the maximum time allowed to construct Phase 1 and Phase 2 being two full concurrent construction seasons from the issuance of the executed Development Agreement.

  D. That Clause 27 be deleted in its entirety and replaced with the following:

     "27. The City of Winnipeg will reimburse the Developer for the work done in excess of the Developers proportionate (as per the historical fronting obligations) share of said costs, and within five years of the completion of said work, including an interest rate agreeable to the City of Winnipeg, and to the satisfaction of the Director of Public Works".

  E. That within five years of the construction of Ravelston Avenue West, between Fiorentino and Peguis Street, and all associated works, the City of Winnipeg will reimburse the developer for works done in excess of the developer's proportionate (as per the historical fronting obligations) share of said costs, including an interest rate agreeable to the City of Winnipeg, 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):

F. That the developer be required to fund 10% of the Traffic control signals at the intersection of Ravelston Avenue West and Peguis Street.

G. That the Active Transportation (3.5m wide) pathway be built on the west side of Peguis Street from Ravelston Avenue West to Regent Avenue concurrent with construction of the two westerly (southbound) lanes of Peguis Street from Ravelston Avenue West to Regent Avenue West, including the installation of non-signalized pedestrian crossings for said AT corridor at Ravelston Avenue West, El Tassi Drive, and Almey Avenue, and that the City of Winnipeg will reimburse the Developer for the work done in excess of the Developers proportionate (as per the historical fronting obligations) share of said costs, and within five years of the completion of said work, including an interest rate agreeable to the City of Winnipeg, and to the satisfaction of the Director of Public Works

H. That the developer pay to the City 50% of costs associated with the installation of a half signal pedestrian crossing on Peguis Street at El Tassi, including all related works.

I. That Clause35 be deleted in its entirety.

J. That Clause 26 be amended to require a sidewalk, ornamental street lighting, and boulevard landscaping including trees on both sides of Ravelston Avenue West, from Fiorentino to Peguis Street, and subject to Clause 6.",

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

On May 21, 2013, the East Kildonan-Transcona Community Committee laid over the matter to its meeting on June 18, 2013.

ADMINISTRATIVE REPORT

Title: **AMENDMENT TO MEMORANDUM OF UNDERSTANDING UNDER SUBDIVISION AND REZONING AT 1326 AND 1330 RAVELSTON AVENUE – DASZ 11/2011**

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

AUTHORIZATION

Author	Department Head	CFO	CAO
Marc Pittet	Barry Thorgrimson	N/A	N/A

RECOMMENDATIONS

1. That the March 21, 2012 Council Decision be amended to delete all references to "Memorandum of Understanding, MOU, Strategic Economic Agreement, SEA and the severing of the Almey – Lagimodiere Intersection" and that collateral items in the report be amended accordingly.

2. That the Winnipeg Public Service (WPS) recommendations regarding the amendments proposed by the Developer in their May 8, 2013 letter be concurred with (See Appendix B).

REASON FOR THE REPORT

Council is the authority to amend Council's instructions.

IMPLICATIONS OF THE RECOMMENDATIONS

The March 21, 2012 Council Decision for the Subdivision and Rezoning application at 1326 and 1330 Ravelston Avenue will be amended to delete references to the Strategic Economic Agreement and the severing of Almey Avenue and return the Development Application to a state of normalcy consistent with the City's Development Agreement Parameters.

HISTORY

On March 21, 2012, Council approved the subdivision and rezoning of 1326 and 1330 Ravelston Avenue West under File DASZ 11/2011 (Minute 297 – Report of the Standing Policy Committee on Property and Development dated March 6, 2012). The approval included references to the Transcona West Strategic Economic Agreement (SEA) and the closing of Almey Street, west of Ravelston Avenue West.

On April 10, 2013 the Developer was advised that the SEA would not be proceeding and that Council's instructions for development application DASZ 11/2011 would have to be amended to delete references to the SEA.

Further, the proposed closing of Almey Avenue is being initiated by the Winnipeg Public Service to address traffic movement issues within the Transcona West area. The closing is being considered in conjunction with the future physical extension of Reenders Drive to Peguis Street and is referenced in the Transcona West Area Structure Plan and the Council approval for DASZ 14/1999. The timing of the physical closing will be coordinated with and subject to the opening of the extension of Reenders Drive to Peguis Street. The public hearing for the proposed closing is scheduled for May 21, 2013.

In a letter dated May 8, 2013 the Developer requested amendments to the March 21, 2012 Council Decision. The Developer's request is contained in Appendix "A". The Winnipeg Public Service recommendations pertaining to the requested amendments can be found in Appendix "B"

DISCUSSION:

Council's decision for Development Application DASZ 11/2011 referenced a Strategic Economic Agreement (SEA) that would cause certain collector status roadways and associated works to be constructed in a timely manner in the Transcona West Secondary Plan Area. The related costs were to be jointly shared by Developers operating within Plan Area, by City contribution and further supplemented by smaller private developments as they occurred. The Strategic Economic Agreement will not be proceeding.

Amendments to the report also referenced the severing of the Almey – Lagimodiere Intersection. This work will be completed by City Contract independent of this development application.

RECOMMENDATION:

It is recommended therefore:

1. That the March 21, 2012 Council Decision be amended to delete reference to "Memorandum of Understanding, MOU, Strategic Economic Agreement, SEA and the severing of the Almey – Lagimodiere intersection" and that collateral items in the report be amended as follows:

    a. Page 5 - Item 2.B.

        i. delete the words "and the severing of the Almey – Lagimodiere intersection" from the first and second paragraphs.
        ii. delete Item 2.B.ii. in its entirety.
        iii. delete the last paragraph in its entirety.

    b. Page 17 - Delete item B.3. in its entirety.

    c. Page 21 - Delete Clause 28. in its entirety and replace with the following;

        28. a) The Developer shall, at no expense to the City, construct an 8.0-m-wide, by 200-mm-thick portland cement concrete pavement in the west side of the Peguis Street right-of-way, from the existing terminus of the concrete pavement in Peguis Street (approximately 280 m North of Regent Avenue West) to Ravelston Avenue West, and all related works, including, but not limited to, street lighting, landscaping, drainage facilities, a 3.5-m-wide active transportation path and asphaltic concrete pavement transitions at the north and south ends of the concrete pavement construction limits , all as determined by, and to the satisfaction of, the Director of Public Works.

        b) The City will endeavour, within the limits of its powers, to make recoveries from other benefiting privately-owned lands through subsequent agreements - or, alternatively, the Developer may request the City to endeavour to enact a Local Improvement By-Law - for the improvements described in a) above.

    d. Delete Clause 29 in its entirety

FINANCIAL IMPACT

There is no financial impact associated with this recommendation.

CONSULTATION

In preparing this Report there was consultation with:

Public Works Department

SUBMITTED BY

Department:	Planning, Property and Development
Division:	Land Development, Geomatics and Land Information Systems
Prepared by:	Kim Raban, Land Development Branch
Date:	May 13, 2013
File No.	DASZ 11/2011

Appendix "A" – Developer's Request to amend DASZ 11/2011
Appendix "B" – Winnipeg Public Service Recommendations regarding Developer's Request
Appendix "C" – Council Minute No. 297 March 21, 2012 Pages 1 - 25

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APPENDIX "A" – DEVELOPER'S REQUEST LETTER

McGOWAN•RUSSELL

May 8, 2013

City of Winnipeg
Planning, Property and Development Department
Land Development, Geomatics & Land Information Services Division
Land Development Branch
65 Garry Street
Winnipeg, Manitoba R3C 4K4

Dear Mr. Raban

RE: DASZ 11/11 - AMENDMENDS TO COUNCIL DECISION AND ACG REPORT

Further to notification that the SEA Agreement will not be enacted, received April 10, 2013, we respectfully request the following amendments to the March 21, 2012 Council Decision and the February 13, 2013 ACG Report as follows:

MARCH 21, 2012 COUNCIL DECISION

1) **Clause 1A(i) Amend Condition II of ACG Report.**
That this clause be deleted to enable sidewalks to be constructed in typical sequence within the planned area as noted in Clause C12 of the February 13, 2013 ACG Report.

2) **Clause 1A (iii) New Condition 12 of ACG Report**
That this clause be deleted as it refers to a segment of an Active Transportation path between Reenders and Regent that is well beyond the boundaries of the planned area.

3) **Clause 1A (iv) New Condition 26 of ACG Report.**
That this clause be adjusted to read as follows:
"The Developer shall, construct a 10-m-wide, 200-mm-thick portland cement concrete pavement and all related works, including, but not limited to, sidewalk on the south side, ornamental street lighting, boulevard landscaping including trees on the south side and sod on both sides, drainage facilities, and asphaltic concrete transitions to the existing roadway at either end, in Ravelston Avenue West, from Peguis Street to the proposed street in the Planned Area connecting to Ravelston Avenue West – all as determined by, and to the satisfaction of, the Director of Public Works. The City shall reimburse the Developer for all services as outlined above except for that portion against which the developer's land abuts Ravelston Avenue West. The Developer shall be responsible for paying up front their fair share (based on trip generation within the Transcona West Secondary Plan Area) for traffic signals at Peguis Street and Ravelston Avenue west with

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McGowan Russell Group Inc.

proper left turning lanes, all as determined by, and to the satisfaction of, the Director of Public Works".
Request deletion of the section 'prior to the issuance of any building permits for housing within the subdivision' to enable typical sequence of construction within the planned area.

Request deletion of the section 'installing a pedestrian activated lit corridor in Peguis Street at the new east-west road into the Planned Area with proper left turn lanes'. Typically, construction of a pedestrian activated lit corridor is not a Developer responsibility. It is a City of Winnipeg responsibility where Public Works does a needs assessment and then budgets for construction in future capital budgets. The left turn lane is addressed under clause C30 of the February 13, 2012 ACG Report.

4) **Clause 1A (vii) Amend Condition 32 of the ACG Report**
The Development Agreement Parameters only require grade, level, sod. These additional requirements are over dedication. The Developer requests that these costs be applied against any dedication payments for irrigation and under dedication.

5) **Clauses 2B (i) and 2B (ii)**
That Clause 2B (i) be amended to say not more than 86 building permits be issued within the subdivision prior to the completion of improvements in Peguis Street.
Clause 2B (ii) be deleted in entirety.

FEBRUARY 13, 2012 REPORT OF THE ADMINISTRATIVE CO-ORDINATING GROUP

1) **Clause B3**
That this clause be deleted as it is our understanding that the SEA Agreement will not be enacted.

2) **Clause C29** (Clause 27 deleted in Clause 1A(v) of the March 21, 2012 Council Decision)
That this clause be deleted and replaced with 'within 10 years of construction of improvements on Ravelston Avenue West, the City of Winnipeg will reimburse the Developer for works done in excess of Developer's proportionate share of the cost (with interest, rate to be determined) of said improvements'.

3) **Clause C29** (Clause 27 deleted in Clause 1A(v) of the March 21, 2012 Council Decision)
That this clause be deleted and replaced with 'within 10 years of construction of improvements on Peguis Street, the City of Winnipeg will reimburse the Developer for works done in excess of Developer's proportionate share of the cost (with interest, rate to be determined) of said improvements'.

4) **Clause C35**
In light of Item 4 under March 21, 2012 Council Decision, this clause may be deleted.

5) **Clause2B**
That this clause be deleted and replaced with:
"That the Developer shall construct the two lanes of Peguis Street from 280m north of Regent Avenue West to Ravelston Avenue West as determined by and to the satisfaction of the Director

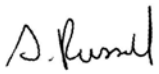
of Public Works. Within 10 years of construction of improvements on Peguis Street, the City of Winnipeg will reimburse the Developer for works done in excess of the Developer's proportionate share of the cost (with interest, rate to be determined) of said improvements".

In light of the recent advertising for the closing of Almey Street at Lagimodiere Boulevard, it is our understanding that the closing of Almey will be addressed shortly through other means and thus we request the replacement of Clause 2B.

Please call should you have any questions or require additional information.

Thank you

MCGOWAN RUSSELL GROUP INC.



Susan Russell, M.A.L.A., C.S.L.A.
President

APPENDIX "B" WINNIPEG PUBLIC SERVICE RECOMMENDATIONS REGARDING DEVELOPER'S REQUEST LETTER

2. That the Winnipeg Public Service (WPS) recommendations regarding the amendments proposed by the Developer in their May 8, 2013 letter be concurred with, as follows;

MARCH 21, 2012 COUNCIL DECISION

1) **Clause 1A(i) Amend Condition II of ACG Report.**
Developer Comment: That this clause be deleted to enable sidewalks to be constructed in typical sequence within the planned area as noted in Clause C12 of the February 13, 2013 ACG Report.
WPS Recommendation: Concur with Developer. Delete amendment 1.A.i. Having all-weather access ie: a paved street, is a prerequisite to a building permit being issued. Construction sequencing (Clause 12) will ensure that sidewalks are constructed concurrently with the pavement, thus being constructed prior to the issuance of building permits.

2) **Clause 1A (iii) New Condition 12 of ACG Report**
Developer Comment: That this clause be deleted as it refers to a segment of an Active Transportation path between Reenders and Regent that is well beyond the boundaries of the planned area.
WPS Recommendation: Delete Clause1A (iii) New Condition 12 of ACG Report. This item is now included in WPS recommendation 1. Clause 1.c.

3) **Clause 1A (iv) New Condition 26 of ACG Report.**
Developer Comment: That this clause be adjusted to read as follows:
"The Developer shall, construct a 10-m-wide, 200-mm-thick portland cement concrete pavement
and all related works, including, but not limited to, sidewalk on the south side, ornamental street
lighting, boulevard landscaping including trees on the south side and sod on both sides, drainage facilities, and asphaltic concrete transitions to the existing roadway at either end, in Ravelston Avenue West, from Peguis Street to the proposed street in the Planned Area connecting to Ravelston Avenue West – all as determined by, and to the satisfaction of, the Director of Public Works. The City shall reimburse the Developer for all services as outlined above except for that portion against which the developer's land abuts Ravelston Avenue West. The Developer shall be responsible for paying up front their fair share (based on trip generation within the Transcona West Secondary Plan Area) for traffic signals at Peguis Street and Ravelston Avenue west with proper left turning lanes, all as determined by, and to the satisfaction of, the Director of Public Works".

Request deletion of the section 'prior to the issuance of any building permits for housing within the subdivision' to enable typical sequence of construction within the planned area.

Request deletion of the section 'installing a pedestrian activated lit corridor in Peguis Street at the new east-west road into the Planned Area with proper left turn lanes'. Typically, construction of a pedestrian activated lit corridor is not a Developer responsibility. It is a City of Winnipeg responsibility where Public Works does a needs assessment and then budgets for construction in future capital budgets. The left turn lane is addressed under clause C30 of the February 13, 2012 ACG Report**.**

WPS Recommendation: Delete Clause 1A (iv) New Condition 26 of ACG Report and restore the original Clauses 26. & 27. Add a new Clause 28. as follows:

28. 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.

4) Clause 1A (vii) Amend Condition 32 of the ACG Report
Developer Comment: The Development Agreement Parameters only require grade, level, sod. These additional requirements are over dedication. The Developer requests that these costs be applied against any dedication payments for irrigation and under dedication.
WPS Recommendation: Delete the words "to be paid for by the Developer" from the first bullet. Delete the new bullet item.

5) Clauses 2B (i) and 2B (ii)
Developer Comment: That Clause 2B (i) be amended to say not more than 86 building permits be issued within the subdivision prior to the completion of improvements in Peguis Street.
WPS Recommendation: Concur.

Developer Comment: Clause 2B (ii) be deleted in entirety
WPS Recommendation: Concur – the severing of Almey will be done by others.

FEBRUARY 13, 2012 REPORT OF THE ADMINISTRATIVE CO-ORDINATING GROUP

1) Clause B3
Developer Comment: That this clause be deleted as it is our understanding that the SEA Agreement will not be enacted.
WPS Recommendation: Concur.

2) Clause C29 (Clause 27 deleted in Clause 1A(v) of the March 21, 2012 Council Decision)

Developer Comment: That this clause be deleted and replaced with 'within 10 years of construction of improvements on Ravelston Avenue West, the City of Winnipeg will reimburse the Developer for works done in excess of Developer's proportionate share of the cost (with interest, rate to be determined) of said improvements'.
WPS Recommendation: That Clause 29. be deleted.

3) Clause C29 (Clause 27 deleted in Clause 1A(v) of the March 21, 2012 Council Decision)

Developer Comment: That this clause be deleted and replaced with 'within 10 years of construction of improvements on Peguis Street, the City of Winnipeg will reimburse the Developer for works done in excess of Developer's proportionate share of the cost (with interest, rate to be determined) of said improvements'.
WPS Recommendation: That Clause 29. be deleted.

4) Clause C35

Developer Comment: In light of ~~Item 4~~ 1A vii under March 21, 2012 Council Decision, this clause may be deleted.
WPS Recommendation: Concur.

5) Clause2B

Developer Comment: That this clause be deleted and replaced with:
"That the Developer shall construct the two lanes of Peguis Street from 280m north of Regent
Avenue West to Ravelston Avenue West as determined by and to the satisfaction of the Director
of Public Works. Within 10 years of construction of improvements on Peguis Street, the City of
Winnipeg will reimburse the Developer for works done in excess of the Developer's proportionate share of the cost (with interest, rate to be determined) of said improvements".
In light of the recent advertising for the closing of Almey Street at Lagimodiere Boulevard, it is
our understanding that the closing of Almey will be addressed shortly through other means and
thus we request the replacement of Clause 2B.
WPS Recommendation: Do not concur. See WPS Recommendation 1.

APPENDIX "C" – Council Minute No. 297 March 21, 2012 Pages 1 - 25

Minute No. 297
Report – Standing Policy Committee on Property and Development – March 6, 2012

Item No. 1 **Subdivision and Rezoning – 1326 and 1330 Ravelston Avenue West (Transcona Ward)**
File DASZ 11/2011

COUNCIL DECISION:

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

1. That the plan of subdivision proposed under File DASZ 11/2011 be approved for preparation as a plan of subdivision by a Manitoba Land Surveyor in accordance with Schedule "B" for File DASZ 11/2011 dated March 6, 2012, (as submitted at the meeting of the Standing Policy Committee on Property and Development on March 6, 2012), with such minor changes as may be required, and registration in the Winnipeg Land Titles Office, subject to the following:

   A. That the Developer be required to enter into a Development Agreement with the City containing all the conditions outlined in the report of the Administrative Coordinating Group dated February 13, 2012, (as submitted at the meeting of the Standing Policy Committee on Property and Development on March 6, 2012), with the following amendments:

      i. Amend Condition 11. by adding the words "Prior to the issuance of any building permits for housing within the subdivision" before the words "the Developer"

      ii. Amend Condition 11. a) and by inserting the following after the word "greater"

         ",with the exception of the following:
         i. That in lieu of a sidewalk, a 3.5 metre wide active transportation asphalt path be constructed, running the entire length of the south side of the collector road running east – west from Peguis Street"

      iii. Add the following new Condition 12. and renumber the remaining Conditions accordingly:

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COUNCIL DECISION (continued):

"12. The Developer shall at no expense to the City, construct a 3.5 metre wide active transportation asphalt path on the east side of Peguis Street, extending from Reenders Drive to Regent Avenue"

iv. Delete Condition 26. and replace with the following:

"26. Prior to the issuance of any building permits for housing within the subdivision, the Developer shall, at no expense to the City, construct a10-m-wide, 200-mm- thick portland cement concrete pavement and all related works, including, but not limited to, sidewalk on the south side, ornamental street lighting, boulevard landscaping including trees on the south side and sod on both sides, drainage facilities, and asphaltic concrete transitions to the existing roadway at either end, in Ravelston Avenue West, from Peguis Street to the proposed street in the Planned Area connecting to Ravelston Avenue West - all as determined by, and to the satisfaction of, the Director of Public Works. The Developer shall be responsible for installing a pedestrian activated lit corridor in Peguis Street at the new east – west road into the Planned Area with proper left turning lanes; and for traffic signals at Peguis Street and Ravelston Avenue west with proper left turning lanes, all as determined by, and to the satisfaction of, the Director of Public Works."

v. Delete Condition 27. in its entirety and renumber the remaining conditions accordingly;

vi. Amend Condition 28 by adding the words "sidewalk, and a" after the 2nd word concrete:

vii. Amend Condition 32. as follows:

- Amend the first bullet by adding the words "and Junior and Senior play structures to be paid for by the Developer", after the word "field"

- Add the following new bullet:
  - "The Developer shall contribute $20,000.00 for the planting of trees in the public reserve

Report – Standing Policy Committee on Property and Development – March 6, 2012

COUNCIL DECISION (continued):

viii. Add the following as new Conditions 5, 6 and 7. under "A. Plan Considerations"

"5. The Developer amend its plan to include a 1 ft (0.3m) development control strip across the most southerly new east - west street in the Planned Area at its western terminus."

"6. The Developer amend its plan to include a 1 ft (0.3m) development control strip across the most northerly new east – west street in the planned Area at it most western curve in the street."

"7. The Developer amend its plan to include a 1 ft (0.3m) development control strip across the most northerly new east – west street in the Planned Area at its most eastern curve in the street across the frontage of the three (3) lots. Said control strip to revert back to the developer two (2) years from the date the by-law is passed for File DASZ 11/2011."

B. That the Plan of Subdivision be amended in accordance with the report of the Administrative Coordinating Group dated February 13, 2012(as submitted at the meeting of the Standing Policy Committee on Property and Development on March 6, 2012).

2. That The Winnipeg Zoning By-law No. 200/2006 be amended by rezoning the subject land as shown on Schedule "A" for File DASZ 11/2011 dated March 6, 2012, (as submitted at the meeting of the Standing Policy Committee on Property and Development on March 6, 2012), to PR1 Parks and Recreation 1 (Neighbourhood) District; R1-M Residential Single-Family District – Medium; RMF- M Residential Multi-Family District – Medium; and RMF- L Residential Multi-Family District – Large, 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 or structure on lands zoned conditions for the lands zoned RMF- L Residential Multi-Family District – Large; and RMF- M Residential Multi-Family District – Medium, plans shall be submitted showing the location and design of proposed buildings, the location and design of accessory parking areas, garbage enclosures,

Report – Standing Policy Committee on Property and Development – March 6, 2012

COUNCIL DECISION (continued):

fencing, and landscaping and signage to the Director of Planning, Property and Development and the East Kildonan-Transcona Community Committee for plan approval prior to the issuance of any building or development permit, and thereafter all to be maintained to the satisfaction of the Director of Planning, Property and Development.

ii. That prior to the issuance of any development permits for parks (public reserves), plans shall be submitted to the Director of Planning, Property and Development and the East Kildonan-Transcona Community Committee for plan approval.

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

iv. Where single and two family residential lots back onto Peguis Street, the said lots are to be established with minimum rear yards of 15.0 m (49.21 feet).

v. That the Developer shall erect a uniform wood fence (2 metre in height) within the rear yards of all single family or two family lots except those lots abutting the drainage ponds and plans shall be submitted showing the location and design of the proposed fencing 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. Future owners of the individual building lots along this fencing shall be responsible for maintaining this fencing to the satisfaction to the Director of Planning, Property and Development.

Report – Standing Policy Committee on Property and Development – March 6, 2012

COUNCIL DECISION (continued):

B. That the Developer shall finance and construct the two lanes of Peguis Street from Regent Avenue West to Ravelston Avenue West; and the severing of the Almey – Lagimodiere intersection as determined by and to the satisfaction of the Director of Public Works.

The twinning of Peguis Street from Regent Avenue West to Ravelston Avenue West, and the severing of the Almey – Lagimodiere intersection shall be undertaken in accordance with the following:

i. Prior to the issuance of any building permits for housing within the subdivision, the improvements in Peguis Street from Regent Avenue West to Ravelston Avenue West shall be completed.

ii. Prior to the issuance of any building permits for housing within the subdivision, the severing of the Almey – Lagimodiere intersection connection shall be completed in the same construction season, concurrently with the opening of Reenders Drive.

The Developer's share of the cost of services above shall be determined in accordance with the provisions of the Memorandum of Understanding and the City shall reimburse the Developer for the difference as determined by a Strategic Economic Agreement.

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 requested to prepare the necessary by-law in accordance with the above.

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

Report – Standing Policy Committee on Property and Development – March 6, 2012

COUNCIL DECISION (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 (1) 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 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 thing necessary for implementation in accordance with the terms of The City of Winnipeg Charter.

Report – Standing Policy Committee on Property and Development – March 6, 2012

DECISION MAKING HISTORY:

Moved by Councillor Browaty,
That the recommendation of the Standing Policy Committee on Property and Development be adopted.

In amendment,
Moved by Councillor Browaty,
Seconded by Councillor Wyatt,

THAT Item 1 be amended as follows:

1. That Recommendation 1.A.iv. be deleted and replaced with the following:

   iv. Delete Condition 26. and replace with the following:

   "26. Prior to the issuance of any building permits for housing within the subdivision, the Developer shall, at no expense to the City, construct a10-m-wide, 200-mm- thick portland cement concrete pavement and all related works, including, but not limited to, sidewalk on the south side, ornamental street lighting, boulevard landscaping including trees on the south side and sod on both sides, drainage facilities, and asphaltic concrete transitions to the existing roadway at either end, in Ravelston Avenue West, from Peguis Street to the proposed street in the Planned Area connecting to Ravelston Avenue West - all as determined by, and to the satisfaction of, the Director of Public Works. The Developer shall be responsible for installing a pedestrian activated lit corridor in Peguis Street at the new east - west road into the Planned Area with proper left turning lanes; and for traffic signals at Peguis Street and Ravelston Avenue West with proper left turning lanes all as determined by, and to the satisfaction of, the Director of Public Works"

2. That the following be added as a new Recommendation 1.A.viii.

   viii. Add the following as a new Conditions 5, 6 and 7 under "A. Plan Considerations"

   "5. The Developer amend its plan to include a 1 ft (0.3m) development control strip across the most southerly new east - west street in the Planned Area at its western terminus."

Report – Standing Policy Committee on Property and Development – March 6, 2012

DECISION MAKING HISTORY (continued):

"6. The Developer amend its plan to include a 1 ft (0.3M) development control strip across the most northerly new east - west street in the Planned Area at its most western curve in the street."

"7. The Developer amend its plan to include a 1 ft (0.3M) development control strip across the most northerly new east - west street in the Planned Area at its most eastern curve in the street across the frontage of three (3) lots. Said control strip to revert back to the Developer two (2) years from the date the by-law is passed for File DASZ 11/2011."

3. That Recommendation 2.A.v. be amended by deleting the wording "abutting Peguis Street" and replacing same with "except those lots abutting the drainage pond".

With the permission of Council and the concurrence of the seconder, Councillor Browaty withdrew his motion.

In amendment,
Moved by Councillor Browaty,
Seconded by Councillor Wyatt,
THAT Item 1 be amended as follows:

1. That Recommendation 1.A.iv. be deleted and replaced with the following:

iv. Delete Condition 26. and replace with the following:

"26. Prior to the issuance of any building permits for housing within the subdivision, the Developer shall, at no expense to the City, construct a10-m-wide, 200-mm-thick portland cement concrete pavement and all related works, including, but not limited to, sidewalk on the south side, ornamental street lighting, boulevard landscaping including trees on the south side and sod on both sides, drainage facilities, and asphaltic concrete transitions to the existing roadway at either end, in Ravelston Avenue West, from Peguis Street to the proposed street in the Planned Area connecting to Ravelston Avenue West - all as determined by, and to the satisfaction of, the Director of Public Works. The Developer shall be responsible for installing a pedestrian activated lit corridor in Peguis Street at the new east – west road into the Planned Area with proper left turning lanes;

Report – Standing Policy Committee on Property and Development – March 6, 2012

DECISION MAKING HISTORY (continued):

and for traffic signals at Peguis Street and Ravelston Avenue west with proper left turning lanes, all as determined by, and to the satisfaction of, the Director of Public Works."

2. That the following be added as a new Recommendation 1.A.viii.

viii. Add the following as new Conditions 5, 6 and 7. under "A. Plan Considerations"

"5. The Developer amend its plan to include a 1 ft (0.3m) development control strip across the most southerly new east - west street in the Planned Area at its western terminus."

"6. The Developer amend its plan to include a 1 ft (0.3m) development control strip across the most northerly new east – west street in the Planned Area at it most western curve in the street."

"7. The Developer amend its plan to include a 1 ft (0.3m) development control strip across the most northerly new east – west street in the Planned Area at its most eastern curve in the street across the frontage of the three (3) lots. Said control strip to revert back to the developer two (2) years from the date the by-law is passed for File DASZ 11/2011."

3. That Recommendation 2.A.v. be deleted in its entirety and replaced with the following:

v. That the Developer shall erect a uniform wood fence (2 metre in height) within the rear yards of all single family or two family lots except those lots abutting the drainage ponds and plans shall be submitted showing the location and design of the proposed fencing 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. Future owners of the individual building lots along this fencing shall be responsible for maintaining this fencing to the satisfaction to the Director of Planning, Property and Development.

The amendment moved by Councillors Browaty and Wyatt was put and declared carried.

The motion for the adoption of the item, as amended, was put and declared carried.

Report – Standing Policy Committee on Property and Development – March 6, 2012

DECISION MAKING HISTORY (continued):

EXECUTIVE POLICY COMMITTEE RECOMMENDATION:

On March 14, 2012, the Executive Policy Committee concurred in the recommendation of the Standing Policy Committee on Property and Development, and submitted the matter to Council.

STANDING COMMITTEE RECOMMENDATION:

On March 6, 2012, the Standing Policy Committee on Property and Development did not concur in the recommendation of the East Kildonan-Transcona Community Committee and forwarded the following to the Executive Policy Committee and Council:

1. That the plan of subdivision proposed under File DASZ 11/2011 be approved for preparation as a plan of subdivision by a Manitoba Land Surveyor in accordance with Schedule "B" for File DASZ 11/2011 dated March 6, 2012 (as submitted at the meeting of the Standing Policy Committee on Property and Development on March 6, 2012), with such minor changes as may be required, and registration in the Winnipeg Land Titles Office, subject to the following:

    A. That the Developer be required to enter into a Development Agreement with the City containing all the conditions outlined in the report of the Administrative Coordinating Group dated February 13, 2012 (as submitted at the meeting of the Standing Policy Committee on Property and Development on March 6, 2012), with the following amendments:

        ix. Amend Condition 11. by adding the words "Prior to the issuance of any building permits for housing within the subdivision" before the words "the Developer"

        x. Amend Condition 11. a) and by inserting the following after the word "greater"

            ",with the exception of the following:

Report – Standing Policy Committee on Property and Development – March 6, 2012

DECISION MAKING HISTORY (continued):

STANDING COMMITTEE RECOMMENDATION (continued):

i. That in lieu of a sidewalk, a 3.5 metre wide active transportation asphalt path be constructed, running the entire length of the south side of the collector road running east – west from Peguis Street"

xi. Add the following new Condition 12. and renumber the remaining Conditions accordingly:

"12. The Developer shall at no expense to the City, construct a 3.5 metre wide active transportation asphalt path on the east side of Peguis Street, extending from Reenders Drive to Regent Avenue"

xii. Amend Condition 26. by adding the words " Prior to the issuance of any building permits for housing within the subdivision," before the words "the Developer"

xiii. Delete Condition 27. in its entirety and renumber the remaining conditions accordingly;

xiv. Amend Condition 28 by adding the words "sidewalk, and a" after the 2nd word concrete:

xv. Amend Condition 32. as follows:

- Amend the first bullet by adding the words "and Junior and Senior play structures to be paid for by the Developer", after the word "field"

- Add the following new bullet:
  - "The Developer shall contribute $20,000.00 for the planting of trees in the public reserve

B. That the Plan of Subdivision be amended in accordance with the report of the Administrative Coordinating Group dated February 13, 2012.

Report – Standing Policy Committee on Property and Development – March 6, 2012

DECISION MAKING HISTORY (continued):

STANDING COMMITTEE RECOMMENDATION (continued):

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 11/2011 dated March 6, 2012 (as submitted at the meeting of the Standing Policy Committee on Property and Development on March 6, 2012), to PR1 Parks and Recreation 1 (Neighbourhood) District; R1-M Residential Single-Family District – Medium; RMF- M Residential Multi-Family District – Medium; and RMF- L Residential Multi-Family District – Large, 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 or structure on lands zoned conditions for the lands zoned RMF- L Residential Multi-Family District – Large; and RMF- M Residential Multi-Family District – Medium, plans shall be submitted showing the location and design of proposed buildings, the location and design of accessory parking areas, garbage enclosures, fencing, and landscaping and signage to the Director of Planning, Property and Development and the East Kildonan-Transcona Community Committee for plan approval prior to the issuance of any building or development permit, and thereafter all to be maintained to the satisfaction of the Director of Planning, Property and Development.

ii. That prior to the issuance of any development permits for parks (public reserves), plans shall be submitted to the Director of Planning, Property and Development and the East Kildonan-Transcona Community Committee for plan approval.

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

Report – Standing Policy Committee on Property and Development – March 6, 2012

DECISION MAKING HISTORY (continued):

STANDING COMMITTEE RECOMMENDATION (continued):

iv. Where single and two family residential lots back onto Peguis Street, the said lots are to be established with minimum rear yards of 15.0 m (49.21 feet).

v. That the Developer shall erect a uniform wood fence (2 metre in height) within the rear yards of all single-family or two-family lots abutting Peguis Street, to the satisfaction of the Director of Planning, Property and Development. Future owners of the individual building lots along this fencing shall be responsible for maintaining this fencing to the satisfaction of the Director of Planning, Property and Development.

B. That the Developer shall finance and construct the two lanes of Peguis Street from Regent Avenue West to Ravelston Avenue West; and the severing of the Almey – Lagimodiere intersection as determined by and to the satisfaction of the Director of Public Works.

The twinning of Peguis Street from Regent Avenue West to Ravelston Avenue West, and the severing of the Almey – Lagimodiere intersection shall be undertaken in accordance with the following:

i. Prior to the issuance of any building permits for housing within the subdivision, the improvements in Peguis Street from Regent Avenue West to Ravelston Avenue West shall be completed.

ii. Prior to the issuance of any building permits for housing within the subdivision, the severing of the Almey – Lagimodiere intersection connection shall be completed in the same construction season, concurrently with the opening of Reenders Drive.

The Developer's share of the cost of services above shall be determined in accordance with the provisions of the Memorandum of Understanding and the City shall reimburse the Developer for the difference as determined by a Strategic Economic Agreement.

Report – Standing Policy Committee on Property and Development – March 6, 2012

DECISION MAKING HISTORY (continued):

STANDING COMMITTEE RECOMMENDATION (continued):

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 requested to prepare the necessary by-law in accordance with the above.

6. That the subdivision section of the by-law shall come into force and effect upon execution by the City of Winnipeg of the amendment to 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 (1) 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 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 thing necessary for implementation in accordance with the terms of The City of Winnipeg Charter.

Report – Standing Policy Committee on Property and Development – March 6, 2012

DECISION MAKING HISTORY (continued):

STANDING COMMITTEE RECOMMENDATION (continued):

On February 14, 2012, the Standing Policy Committee on Property and Development laid over the matter for 30 days.

On January 10, 2012, the Standing Policy Committee on Property and Development laid over the matter to February 14, 2012.

On November 29, 2011, the Standing Policy Committee on Property and Development laid over the matter to January 10, 2012.

On October 4, 2011, the Standing Policy Committee on Property and Development laid over the matter for up to 60 days

On July 5, 2011, the Standing Policy Committee on Property and Development laid over the matter to its meeting on October 4, 2011.

COMMUNITY COMMITTEE RECOMMENDATION:

On June 14, 2011, the East Kildonan-Transcona Community Committee did not concur in the recommendation of the Winnipeg Public Service and recommended to the Standing Policy Committee on Property and Development that the application for subdivision and rezoning under File DASZ11/2011 be rejected.

Report of the Administrative Coordinating Group submitted for the Meeting of the Standing Policy Committee on Property and Development on March 6, 2012

REPORT OF THE ADMINISTRATIVE CO-ORDINATING GROUP – February 13, 2012

RE: PROPOSED SUBDIVISION AND REZONING OF LAND AT 1326 AND 1330 RAVELSTON AVENUE, WEST - DASZ 11/2011

It is recommended that the approval of DASZ 11/2011, if granted, be subject to the aapplicant entering into a Development Agreement with the City of Winnipeg, containing the following conditions:

A. Plan Considerations

1. The Applicant dedicating and legally opening property required for a 0.942-m widening of the Ravelston Avenue West right-of-way abutting the Planned Area, as determined by, and to the satisfaction of, the Director of Public Works.

2. The Applicant dedicating and legally opening property required for a 2.134-m widening of the Peguis Street right-of-way abutting the Planned Area, as determined by, and to the satisfaction of, the Director of Public Works.

3. The Applicant dedicating and legally opening property for right-of-way corner cuts measuring 3.0 m by 3.0 m in the northwest and northeast corners of the intersection of Peguis Street with the proposed street entering the development, to the satisfaction of the Director of Public Works.

4. The Applicant providing right-of-way to accommodate each cul-de-sac turnaround consistent with the dimensions shown on Streets and Transportation Drawing ST-90 (revised) or ST-90-A.

B. Reports and Servicing Criteria

1. The Applicant providing, 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 Planned Area and adjacent lands.

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

3. That the Developer be required to enter into a Strategic Economic Agreement with the City for the cost-sharing for the construction of the necessary transportation improvements and related land drainage works to be installed in the Transcona West Area as outlined in the Memorandum Of Understanding dated February 14, 2012.

C. Servicing Requirements and Payments

1. The Developer shall, at no expense to the City, install 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, at no expense to the City, install 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, 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.

   a) 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 indemnifies 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.

   b) The Developer shall replace or repair any water or sewer service found to be defective within one year following the date the waters 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, install all land drainage sewers and stormwater retention facilities required to serve the Planned Area and adjacent lands, as determined by, and to the satisfaction of, the Director of Water and Waste.

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

6. The Developer shall pay its share of the cost of the regional land drainage system for the Planned Area, as determined by the Director of Water and Waste, toward which the Developer shall receive credit for the cost of any regional land drainage facilities constructed by the Developer - including the value of the land for the stormwater retention basins. If the cost of the regional land drainage facilities constructed by the Developer exceeds the Developer's share of that cost, the City shall reimburse the Developer for the difference, as determined by the Director of Water and Waste, when the City collects from the benefitting property owners, in accordance with the Development Agreement Parameters in effect at that time, or upon approval of capital funding by City Council.

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 200-mm- and 150-mm-thick portland cement concrete pavements to widths of 10.0 m and 7.5 m, and all related works, including, but not limited to, drainage facilities, in all streets within the Planned Area, 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 1.5-m-wide by 100-mm-thick portland cement concrete sidewalks:

    a) along both sides of all streets within the Planned Area with rights-of-way measuring 22.0 m in width or greater; and

    b) along both sides of the proposed street entering the Planned Area off Ravelston Avenue West, from Ravelston Avenue West south to the proposed collector street off Peguis Street

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

12. The Developer shall construct all sidewalks concurrently with the pavements with which they share the right-of-way.

13. The City may file appropriate caveats in the Land Titles Office, notifying prospective homeowners of the proposed sidewalk locations.

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

15. 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.

16. The Developer shall, at no expense to the City, sod boulevards and plant trees on all streets within the Planned Area, all in accordance with drawings and specifications to be prepared by the Developer and submitted to, and approved by, the Director of Public Works.

17. 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.

18. The Developer shall, at no expense to the City, ensure that two means of paved vehicular access are available at all times to each stage of development of the Planned Area, to the satisfaction of the Director of Public Works. This may require the construction of temporary paved roadways and the provision of easements or rights-of-way.

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

20. Prior to construction, the Developer shall, at no expense to the City, obtain approval of and install, and subsequently maintain, at the entrances to the Planned Area, development information signs, containing no advertising, and showing: the Planned Area, zoning information, and a north directional arrow; Peguis Street, and all proposed arterial and collector streets, public lanes, sidewalks, and active-transportation facilities; the proposed stormwater retention basin; and all natural tree stands, parks, and community mail-box sites - all with the approval of, and to the satisfaction of, the Director of Planning, Property and Development.

21. The Developer shall, at no expense to the City, cause to be installed ornamental street lights in all streets within the Planned Area, to the satisfaction of the Director of Public Works.

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

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

24. There shall be no private approaches serving one and two-family residential development off residential collector streets (i.e. rights-of-way 22.0 m or wider), except where frontage roads are provided.

25. The Developer shall, at no expense to the City:

    a) ensure that construction traffic uses access routes determined by the Director of Public Works;

    b) maintain those access routes in a clean, dust-free condition, free of dropped and tracked-on mud; and

    c) undertake the regular cleaning, including, but not limited to, scraping and sweeping of those access routes and all streets within the Planed Area, until building construction, including landscaping, is complete all as determined by, and to the satisfaction of, the Director of Public Works.

    d) The Developer shall, at no expense to the City, initiate and control the regular cleanup of litter and refuse from the contractors and builders for this development, both on-site and off-site, during the installation of services and construction of buildings, until completion of all construction, as determined by, and to the satisfaction of, the Director of Public Works.

26. The Developer shall, at no expense to the City, construct a10-m-wide, 200-mm- thick portland cement concrete pavement and all related works, including, but not limited to, sidewalk on the south side, ornamental street lighting, boulevard landscaping including trees on the south side and sod on both sides, drainage facilities, and asphaltic concrete transitions to the existing roadway at either end, in Ravelston Avenue West, from Peguis Street to the proposed street in the Planned Area connecting to Ravelston Avenue West - all as determined by, and to the satisfaction of, the Director of Public Works.

27. The City will endeavour, within the limits of its powers, to make recoveries from other benefiting privately-owned lands through subsequent agreements - or, alternatively, the Developer may request the City to endeavour to enact a Local Improvement By-Law - for the improvements described in a) above.

28. The Developer shall, at no expense to the City, construct an 8.3-m-wide, 200-mm-thick portland cement concrete pavement in either the existing (west side) Peguis Street right-of-way, or the proposed widened Peguis Street right-of-way (east side), from the existing terminus of the concrete pavement in Peguis Street (approximately 280 m North of Regent Avenue West) to Ravelston Avenue West, and all related works, including, but not limited to, street lighting, landscaping, drainage facilities, a 1.5-m-wide by 100-mm-thick portland cement concrete pavement transition north of Ravelston Avenue West, all as determined by, and to the satisfaction of, the Director of Public Works.

    i. Should the Developer opt to construct the easternmost two lanes of Peguis Street described in a) above, the Developer shall obtain either the required (approximately 20-m) right-of-way for the widening of Peguis Street, or the required (approximately 20-m) easement on the private land adjacent to, and east of, Peguis Street, to accommodate the works identified in Paragraph 32 a) above.

    ii. Should the Developer opt to construct the westernmost two lanes of the Peguis Street pavement described in a) above, the Developer shall effect the pavement re-alignment by terminating (south end) the concrete pavement adjacent to the northern terminus of the existing Peguis Street concrete pavement, and constructing a temporary asphalt concrete transition from the terminus of the new pavement, to connect to the existing concrete pavement at least 60 m South, to the satisfaction of the Director of Public Works.

29. The Developer's share of improvements in a.) above shall be determined in accordance with the Strategic Economic Agreement for cost-sharing the construction of the necessary transportation improvements and related land drainage works to be installed in the Transcona West Area as earlier described.

30. The Developer shall pay, in cash, on demand, the full cost of a future northbound left turn storage lane at the intersection of Peguis Street and the collector street entering the Planned Area off of Peguis Street.

31. The Developer shall dedicate to the City, as Public Reserve, at least 8% of the land contained within the Planned Area; landscape the dedicated land; and pay

its share of the cost of services in streets abutting the dedicated land - all in accordance with City policy, and site design plans and specifications approved, by the Directors of Public Works and Planning, Property, and Development.

32. The Public Reserve shall provide:

- at least one parcel sized to fully accommodate a 9 a side soccer field, and playground; and
- which shall be linked to the linear park pathway, or other means of providing Active Transportation connections, supplied and installed by the developer, in accordance with AT standards, and planned in anticipation of future development to the west and south that minimize intersections with vehicular traffic, all to the satisfaction of the Director of Planning, Property and Development.

33. Because the proposed Public Reserve adjacent to the retention pond will almost entirely comprise the side slopes of the pond, thereby restricting its use as park space, only 25% dedication credit shall be given for this space.

34. The long, narrow Public Reserve configuration provides street frontage in excess of that required for park development; therefore, the Developer shall receive no credit for excess serviced frontage.

35. The Developer, in accordance with the City's Development Agreement Parameters, is required to provide irrigation to the site. If the City determines that the provision of irrigation to the public open space is not required, the Developer shall provide compensation either in site amenities of equivalent value or in accrued credit.

36. The Developer shall, in consultation with the City Naturalist and Urban Designer, determine the viability, and, if necessary, implement the best methods, of protecting and preserving the existing natural areas within the proposed Public Reserve.

37. The Developer shall assume responsibility for the maintenance of all park sites until they are developed and accepted by the City as having reached Total Performance, and as-built drawings have been provided and approved as complete.

38. 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 also reserves the right to impose longer maintenance terms for amenities and features which the Director of Public Works considers to be beyond the standard scope of development.

39. 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.

40. The Developer shall pay the full cost of engineering services provided by or on behalf of the City in connection with the installation of, and provision of as-built drawings by March 31 of the year following substantial performance showing, the services required to serve the Planned Area.

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

THIS REPORT SUBMITTED BY:

Administrative Co-ordinating Group
File No. DASZ 11/2011
February 13, 2012

[Original Signed by K.T. Raban, P.Eng.]
K.T. Raban, P. Eng.
Land Development Branch

[Original Signed by R. J. Hartmann, P.Eng.]
R. J. Hartmann, 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, MLArch.]
D. Beaton, MLArch.
Parks, Riverbanks, & Community Initiatives Branch

Schedule "B" for File No. DASZ 11/2011 dated March 6, 2012, submitted at the meeting of the Standing Policy Committee on Property and Development on March 6, 2012.

By–Law No.

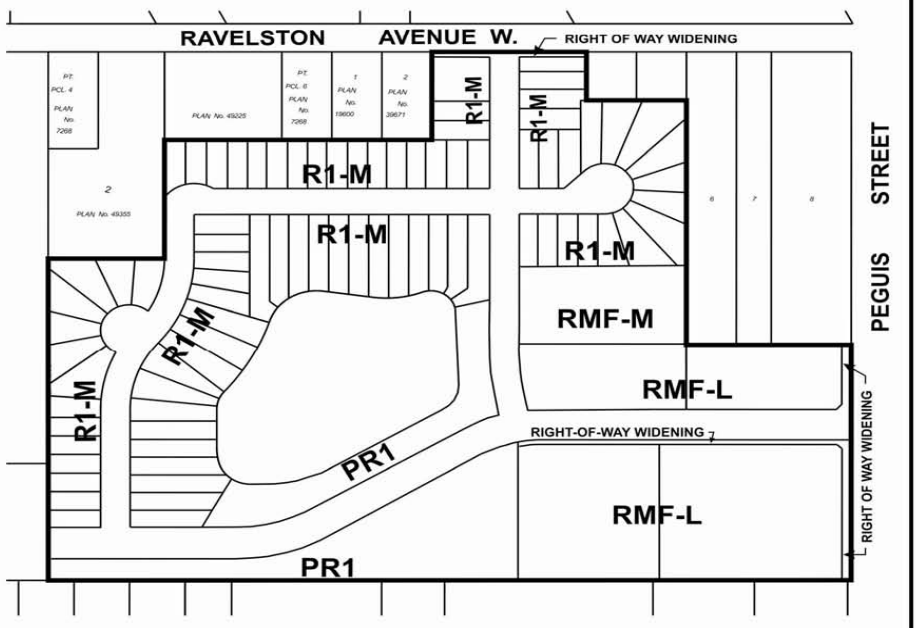
File No. **DASZ 11/11**

Atlas Sheet No. **Y31**

EAST KILDONAN TRANSCONA COMMUNITY

Explanation

An application for the approval of the plan of subdivision shown outlined below and for a proposed zoning change to By-law No. 200/2006 by rezoning the land located at 1326 & 1330 Ravelston Avenue West from an "RR5" RURAL RESIDENTIAL DISTRICT and an "R1-L" RESIDENTIAL SINGLE-FAMILY (Large) DISTRICT to an "R1-M" RESIDENTIAL SINGLE-FAMILY (Medium) DISTRICT, an "RMF-M" & "RMF-L" RESIDENTIAL MULTI-FAMILY (Medium & Large) DISTRICTS and a "PR1" PARKS AND RECREATION 1 (Neighbourhood) DISTRICT to allow for future residential development including the establishment of new public rights-of-ways as shown outlined below.



THIRD READING : EFFECTIVE DATE :

ZONING AGREEMENT : YES ☐ NO ☐ CAVEAT No.