**Agenda – Executive Policy Committee – April 21, 2021**

**Report – Standing Policy Committee on Property and Development, Heritage and Downtown Development – April 19, 2021**

Moved by Councillor

That Rule 10(3) of The Procedure By-law No. 50/2007 be suspended in order that the following item, which was received less than four business days preceding the committee meeting, be considered by Committee.

**Item No. 11 Construction of Improvements in Mission Street west of Bournais Avenue**

STANDING COMMITTEE RECOMMENDATION:

On April 19, 2021, the Standing Policy Committee on Property and Development, Heritage and Downtown Development concurred in the recommendation of the Winnipeg Public Service and submitted the following to Council:

1. That the proposed conditions for an Agreement of Services outlined in the report of the Administrative Coordinating Group dated December 14, 2020 and attached hereto as Schedule A, be approved.

2. That PB Developments Inc. be authorized to construct improvements in Mission Street westerly from Bournais Drive and all related works, subject to the following:

    A. That the Developer be required to enter into an Agreement for Services with the City containing all the conditions outlined in the report of the Administrative Coordinating Group dated December 14, 2020 and attached hereto as Schedule A and such other terms and conditions as approved by the Chief Administrative Officer.

3. That the City enter into, execute and deliver an Agreement for Services, pursuant to Section 211 of the City of Winnipeg Charter, with the Developer in accordance with Schedule A and such other agreements as are determined necessary by the Director of Legal Services and City Solicitor to implement the intent of the foregoing (the "Ancillary Agreements").

4. That the Chief Administrative Officer be authorized to finalize and approve the terms of the Agreement for Services and Ancillary Agreements in accordance with terms and conditions set out in this report, and such other terms and conditions deemed necessary and appropriate by the Director of Public Works and/or City Solicitor/Director of Legal Services to protect the interests of the City.

**Report – Standing Policy Committee on Property and Development, Heritage and Downtown Development – April 19, 2021**

STANDING COMMITTEE RECOMMENDATION (continued):

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

**Agenda – Executive Policy Committee – April 21, 2021**

**Report – Standing Policy Committee on Property and Development, Heritage and Downtown Development – April 19, 2021**

DECISION MAKING HISTORY:

STANDING COMMITTEE RECOMMENDATION:

On April 19, 2021, the Standing Policy Committee on Property and Development, Heritage and Downtown Development concurred in the recommendation of the Winnipeg Public Service and submitted the matter to the Executive Policy Committee and Council.

# ADMINISTRATIVE REPORT

**Title:** Construction of Improvements in Mission Street west of Bournais Avenue

**Critical Path:** Standing Policy Committee on Property and Development, Heritage and Downtown Development – Executive Policy Committee – Council

## AUTHORIZATION

| Author | Department Head | CFO | CAO |
|---|---|---|---|
| M. Pittet | J. Kiernan | C. Kloepfer | M. Ruta,<br>Interim CAO |

## EXECUTIVE SUMMARY

PB Developments Inc. (hereinafter the "Developer") has requested permission to enter into an Agreement for Services in order to construct improvements in Mission Street, west of Bournais Drive, to allow for development of their property.

The Public Service recommends that the Developer be allowed to enter into an Agreement for Services with the City pursuant to Section 211 of the City of Winnipeg Charter and construct improvements in Mission Street, and all related works, at no expense to the City, as determined by and to the satisfaction of the City.

## RECOMMENDATIONS

1. That the proposed conditions for an Agreement of Services outlined in the report of the Administrative Coordinating Group dated December 14, 2020 and attached hereto as Schedule A, be approved.

2. That PB Developments Inc. be authorized to construct improvements in Mission Street westerly from Bournais Drive and all related works, subject to the following:

    A. That the Developer be required to enter into an Agreement for Services with the City containing all the conditions outlined in the report of the Administrative Coordinating Group dated December 14, 2020 and attached hereto as Schedule A and such other terms and conditions as approved by the Chief Administrative Officer.

3. That the City enter into, execute and deliver an Agreement for Services, pursuant to Section 211 of the City of Winnipeg Charter, with the Developer in accordance with Schedule A and such other agreements as are determined necessary by the Director of Legal Services and City Solicitor to implement the intent of the foregoing (the "Ancillary Agreements").

4. That the Chief Administrative Officer be authorized to finalize and approve the terms of the Agreement for Services and Ancillary Agreements in accordance with terms and conditions set out in this report, and such other terms and conditions deemed necessary and appropriate by the Director of Public Works and/or City Solicitor/Director of Legal Services to protect the interests of the City.

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

## REASON FOR THE REPORT

Council approval is required for the City to enter into an Agreement for Services with the Developer that will allow for the construction of improvements in Mission Street and all related works.

## IMPLICATIONS OF THE RECOMMENDATIONS

Council approval of the recommendations will allow the City to enter into an agreement(s) with the Developer to allow for the construction of improvements in Mission Street.

## HISTORY/DISCUSSION

The Developer, who owns the land to the south of the proposed extension of Mission Street, west of Bournais Drive, approached the City to develop a commercial/industrial site on their lands with the intent of leasing shop and business spaces to various companies. The Public Works Department and Water and Waste Department have identified various improvements that would be required to accommodate the proposed development. The Developer is seeking permission to construct improvements in Mission Street and related works, which will provide access and services to their proposed development.

### AGREEMENT FOR SERVICES

It is recommended that the Developer be required to enter into an Agreement for Services with the City pursuant to Section 211 of the City of Winnipeg Charter, which permits the City to enter into agreements with any person to provide services in the City. The recommended terms of the Agreement for Services are outlined in the report of the Administrative Coordinating Group dated December 14, 2020 (see Schedule A).

The right-of-way for Mission Street, west of Bournais Drive, exists as an unimproved right-of-way. The City owns the property immediately to the west of the proposed development on which a stormwater retention basin will be installed.

Under the proposed Agreement for Services, the Developer would be responsible for all costs associated with the construction of improvements in Mission Street, and all related works, including engineering services.

**FINANCIAL IMPACT**

## Financial Impact Statement

**Date:** March 11, 2021

**Project Name:**

**First Year of Program** 2021

CONSTRUCTION OF IMPROVEMENTS IN MISSION STREET WEST OF BOURNAIS AVENUE

| | 2021 | 2022 | 2023 | 2024 | 2025 |
|---|---|---|---|---|---|
| **Capital** | | | | | |
| Capital Expenditures Required | $ - | $ - | $ - | $ - | $ - |
| Less: Existing Budgeted Costs | - | - | - | - | - |
| Additional Capital Budget Required | $ - | $ - | $ - | $ - | $ - |
| **Funding Sources:** | | | | | |
| Debt - Internal | $ - | $ - | $ - | $ - | $ - |
| Debt - External | - | - | - | - | - |
| Grants (Enter Description Here) | - | - | - | - | - |
| Reserves, Equity, Surplus | - | - | - | - | - |
| Other - Enter Description Here | - | - | - | - | - |
| Total Funding | $ - | $ - | $ - | $ - | $ - |
| Total Additional Capital Budget Required | $ - | | | | |
| Total Additional Debt Required | $ - | | | | |
| **Current Expenditures/Revenues** | | | | | |
| Direct Costs | $ - | $ - | $ - | $ - | $ - |
| Less: Incremental Revenue/Recovery | 34,010 | - | - | - | - |
| Net Cost/(Benefit) | $ (34,010) | $ - | $ - | $ - | $ - |
| Less: Existing Budget Amounts | (34,010) | - | - | - | - |
| Net Budget Adjustment Required | $ - | $ - | $ - | $ - | $ - |

**Additional Comments:** Assuming the development commences in 2021, revenues consisting of $32,760 in development admin charges and $1,250 for legal document preparation fees will accrue to the City. All costs associated with construction of the required services are the responsibility of the developer. Upon completion, the services will be conveyed to the City and recorded as Fixed Assets and Revenue-Contributed Assets.

Mike McGinn Mar. 11, 2021

Mike McGinn, CPA, CA
Manager of Finance

## CONSULTATION

This Report has been prepared in consultation with:

Public Works Department
Water and Waste Department
Legal Services (as to legal issues)

## OURWINNIPEG POLICY ALIGNMENT

The proposed development aligns with *OurWinnipeg* Section 01, Direction 3: *"Promote Urban Form and Manage the Extension of Municipal Services for New Growth."*

## WINNIPEG CLIMATE ACTION PLAN ALIGNMENT

The proposed development would align with the following Key Direction in the Winnipeg Climate Action Plan: *"Ensure New Areas of Growth are Designed According to the Principles of Complete Communities."*

## SUBMITTED BY

Department: Planning, Property and Development
Division: Real Estate and Land Development
Prepared by: D. Trenchard
Date: March 18, 2021
File No:

Attachments:

Schedule A – Report of the Administrative Coordinating Group
Schedule B – Aerial View of the Developer's Lands
Schedule C – PB Developments Inc. – Letter Request

**SCHEDULE A – Report of the Administrative Coordinating Group**

## REPORT OF THE ADMINISTRATIVE COORDINATING GROUP – December 14, 2020

**RE: PROPOSED AGREEMENT FOR SERVICES – MISSION STREET WEST OF BOURNAIS DRIVE**

It is recommended that approval of this request, if granted, be subject to the Developer entering into an Agreement for Services addressing the following items:

### Section I – Engineering Reports

1. The Developer shall submit a comprehensive servicing report, prepared by a qualified municipal engineer, outlining the provision of underground services for the Planned Area and adjacent lands.

### Section II - Servicing Conditions

1. Water Mains

   The Developer shall, at no expense to the City, construct and install all water mains required to service the Planned Area and adjacent lands as indicated by the servicing report, to the satisfaction of the Director of Water and Waste.

2. Wastewater Sewers

   Wastewater servicing shall connect to the existing1200mm wastewater interceptor through a private, non-conforming connection, as determined by and to the satisfaction of the Director of Water and Waste.

3. Land Drainage Sewers

   The Developer shall, at no expense whatsoever to the City, construct and install all land drainage sewers required to service the Planned Area and adjacent lands as indicated by the servicing report, to the satisfaction of the Director of Water and Waste.

4. Stormwater Retention Facilities

   a. The Developer shall construct, and bridge-finance the cost of constructing, regional stormwater management facilities and associated works to serve the Planned Area and adjacent lands, in accordance with the “Criteria for Stormwater Management” (adopted by City Council on April 25, 2001), as determined by and to the satisfaction of the Director of Water and Waste.

   b. The City of Winnipeg lands east of the subject area may be used to construct a stormwater retention basin (SRB) to City of Winnipeg standards and requirements, including deepening as required, flattening side-slopes, naturalization and inlet/outlet piping.

c. The Developer shall provide to the City all easements required to accommodate the naturalized regional stormwater management facilities, as determined by and to the satisfaction of the Director of Water and Waste in accordance with the City's Development Agreement Parameters.

d. The Developer shall pay its share of the cost of the said naturalized regional stormwater management facilities, as determined by the Director of Water and Waste.

e. If the Developer's share of the cost of constructing the said naturalized regional stormwater management facilities in accordance with Clause (a) is greater than the Developer's share of that cost determined under Clause (c), the City shall reimburse the Developer for the amount of the difference, as and when the amount of the difference is determined by the Director of Water and Waste, subject to approval by City Council of capital funding for that reimbursement and availability of funds recovered from third parties in accordance with this Agreement. Interest, calculated in accordance with the Development Agreement Parameters, will be added to the amount of the difference calculated from the date of the first anniversary of substantial completion of construction for the naturalized regional stormwater management facilities.

f. The Developer shall, prior to construction, provide to the City a separate Letter of Credit in an amount equal to 15% of the construction cost of the naturalized regional stormwater management facilities and associated works, as determined by and to the satisfaction of the Director of Water and Waste. The City shall release this separate Letter of Credit to the Developer upon issuance of the Final Acceptance Certificate.

g. The Developer shall submit to the Director of Water and Waste and to the Director of Public Works for their approval construction plans and specifications for grading, leveling and vegetating the public land components of any storm water retention basins within the Planned Area prior to beginning construction of same.

h. The Developer shall, at no expense to the City, grade, level, and vegetate all public land components of all storm water retention basins within the Planned Area in accordance with approved construction plans and specifications to the satisfaction of the Director of Water and Waste and the Director of Public Works.

i. Despite anything else in this Agreement, the Developer shall maintain all storm water retention basins within the Planned Area, including naturalized channels, as determined by and to the satisfaction of the Director of Water and Waste and the Director of Public Works, as follows:

    i. 2 years (following the date of Construction Completion) for the physical construction of the storm water retention basins including excavation and hard infrastructure; and

    ii. 5 years (following the date of Construction Completion) for the vegetation planting.

j. The Developer shall enter into an agreement to caveat all private lots abutting any storm water retention basin within the Planned Area, outlining the special conditions for the maintenance of the vegetated areas at the rear of the private lots as determined by and to the satisfaction of the Director of Public Works.

k. The Developer shall, at no expense to the City, develop and provide to the City a performance specification document for the storm water retention basins within the Planned Area, to the satisfaction of the Director of Public Works, that assesses the constructed wetlands vegetative condition. The Developer shall, at no expense to the City, develop and provide to the City a performance specification document for the wetland vegetation, to the satisfaction of the Director of Public Works, and shall conduct routine vegetation assessments for 5 years following construction of the storm water retention basins to determine whether the wetland vegetation is meeting the performance specification and shall take appropriate remedial action, where necessary, as determined by the Director of Public Works.

l. As a condition of issuance of a Final Acceptance Certificate by the Director of Public Works, the Developer shall, at no expense to the City, prepare an operation manual for the storm water retention basins that will ensure the long-term viability of the wetland by maximizing ecological benefits and minimizing maintenance, to the satisfaction of the Director of Public Works.

5. Pavements

The Developer shall, at no expense to the City, construct Portland cement concrete pavements, 10.0m wide by 200mm thick, in Mission Street, 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.

6. Temporary Dead-End Streets

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

7. Boulevards

a. The Developer shall, at no expense to the City, sod, and plant trees on, all boulevards within and fronting on Mission Street, 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.

b. The Developer shall, at no expense to the City, maintain the sod for a period of one year and the trees for a period of two years, in accordance with specifications approved by the Director of Public Works.

8. Street Name Signs

The Developer shall, at no expense to the City, cause to be installed standard reflectorized permanent street name signs to be installed at the intersection of Mission Street and Bournais Drive.

9. Construction Traffic

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

10. Utilities

a. The Developer shall, at no expense to the City, cause underground electrical and telephone services to be installed to serve the Planned Area and will pay the full cost to convert any existing overhead services within the Planned Area to underground to the satisfaction of the Director of Public Works.

b. 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.

11. Litter and Refuse Control and Clean-Up

a. The Developer shall, at no expense to the City, and of its own volition, 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 substantial completion of all construction, as determined by and to the satisfaction of the Director of Public Works.

b. 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 any costs in remedying the situation to the satisfaction of the Director of Public Works.

12. Survey Monuments

a. Subsequent to completion of the Planned Area, as determined by the Director of Planning, Property and Development, the Developer shall pay the full costs of having all survey monuments within the Planned Area verified and restored as required by a Manitoba Land Surveyor and shall prepare a Plan of Survey Perpetuating Certain Monuments, confirming the position of all the survey monumentation within the Planned Area, for filing in The Property Registry.

**b.** Where the Director of Planning, Property and Development determines that all the survey monuments within the Planned Area have been found or restored to their original positions, the Director of Planning, Property and Development may waive the requirements for Plan of Survey Perpetuating Certain Monuments under clause (a).

## Section III – Costs and Fees

1. By-laws and Approvals

   The Developer shall pay all of its and the City's costs, fees, and expenses associated with the preparation and attainment of approval for registration of the Zoning By-law(s) and plan(s) of subdivision, including all Municipal Board, Land Titles Office and other fees and expenses, all survey, engineering and advertising fees and costs, and all expenses incidental to the preparation of this Agreement and the physical development of the Planned Area.

2. Professional Fees

   a. 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 Consulting Engineer(s) approved by the City, for the design of the municipal services, parklands, parkways and associated works required to serve the Planned Area;

   b. 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 engineering consulting services related to the installation and acceptance of municipal services, and all associated works to serve the Planned Area.

3. Letters of Credit

   The Developer shall, prior to execution of the Agreement for Servicing by the City, provide Letters of Credit in amounts acceptable to the Director of Public Works and the Director of Water and Waste to guarantee performance of those works described in SECTION II above and for the provision of as-built drawings as described in item 2.b. above.

4. Administration Fees

   The Developer shall pay to the City, prior to the release of the subdivision mylars for registration in the Land Titles Office, an administration fee and related costs, plus applicable GST to help defray the City's administration and related costs associated with the preparation and implementation of the Agreement for Servicing.

THIS REPORT SUBMITTED BY:

Administrative Co-ordinating Group
File No. 400-2021
December 14, 2020

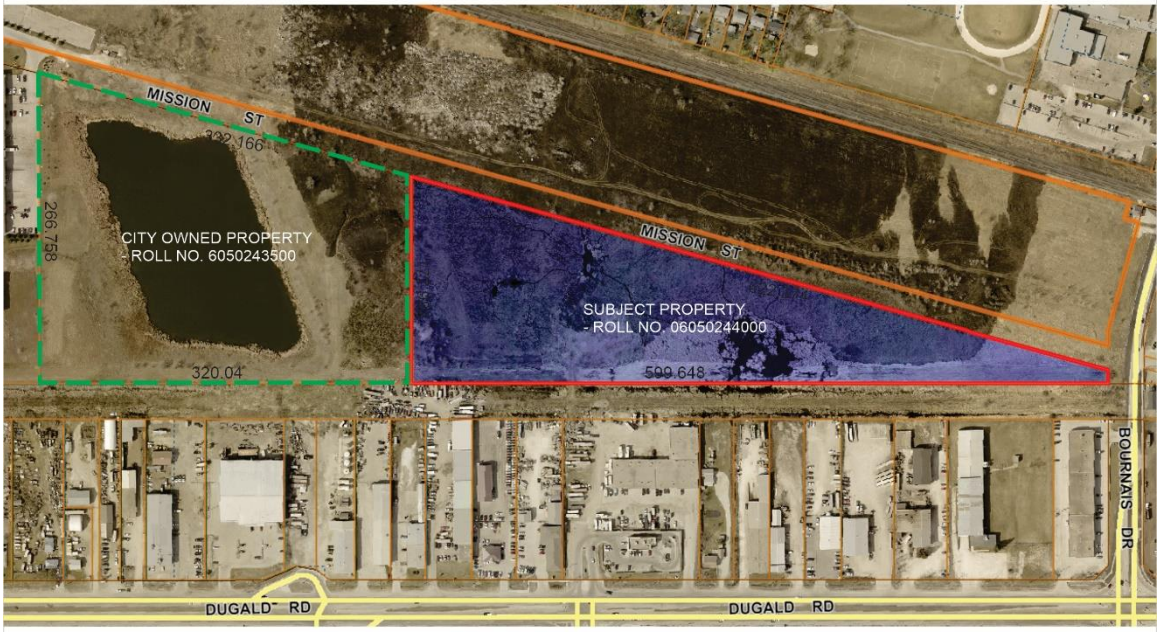
"*Original Signed by D. Trenchard"*
D. Trenchard, P. Eng.
Land Development Branch
Planning, Property and Development Department

"*Original Signed by M. Gajda"*
M. Gajda, P. Eng.
Engineering Division
Water & Waste Department

"*Original Signed by C. Desjardine"*
C. Desjardine, M. Sc., P. Eng.
Transportation Division
Public Works Department

**SCHEDULE B – Aerial View of Developer's Land**

## APPENDIX




**LEGEND**

SUBJECT PROPERTY
- ROLL NO. 06050244000

CITY OWNED PROPERTY
- ROLL NO. 6050243500

**SCHEDULE C – PB Developments Inc. – Letter Request**

**PB DEVELOPMENTS INC.**

684 Discovery Drive Grande Pointe
Box 990 Niverville, MB R0A 1E0
204.257.3904
admin@cobblestonehomes.ca

January 27, 2021

To Whom It May Concern:

PB Developments Inc. is the owner of the parcel of land known as Parcel C Plan 15779 WLTO in Lot A, Roman Catholic Mission which abuts Bournais Drive. It is approximately 14.4 acres. We intend to develop this land into a commercial/industrial site for leasing 1000 SF to 2000 SF shop and business spaces to various companies.

We feel this development is a good fit for zoning of this area and will help provide much needed options for businesses starting out or downsizing.

The draft servicing agreement provided to us in December 2020 makes sense and barring no significant changes to this agreement, we intend to enter into this agreement with the City of Winnipeg.

If you have further questions or need additional information, please let me know and we will be happy to provide this to you.

Sincerely,
PB Developments Inc.

Per:
Bruce Warkentin
President