Minutes – Council – January 29, 2026

Minute No. 141
Report – Standing Policy Committee on Property and Development – January 13, 2026

Item No. 2 Construction of Improvements for Devonshire School Site (Transcona Ward)

COUNCIL DECISION:

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

1. That the proposed conditions for an Agreement for Services outlined in the report of the Administrative Coordinating Group dated October 20, 2025, and attached hereto as Schedule A, be approved, with the following amendment:

   A. In Section II – Servicing Conditions, add the following new Condition 8:

      "8) Signage

      The Developer shall cause to be installed or pay to the City, in cash, for signage to be located on the public boulevard indicating the designated drop off area(s), on the school site."

2. The Developer be authorized to construct improvements in traffic and pedestrian safety 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 October 20, 2025, 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 authority be delegated to the Chief Administrative Officer to negotiate and approve the terms of the Agreement for Services and Ancillary Agreements in accordance with this report, and such other terms and conditions deemed necessary by the City Solicitor/Director of Legal Services to protect the interests of the City.

Report – Standing Policy Committee on Property and Development – January 13, 2026

COUNCIL DECISION (continued):

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

Report – Standing Policy Committee on Property and Development – January 13, 2026

DECISION MAKING HISTORY:

Moved by Councillor Duncan,

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

Carried

EXECUTIVE POLICY COMMITTEE RECOMMENDATION:

On January 20, 2026, 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 January 13, 2026, the Standing Policy Committee on Property and Development concurred in the recommendation of the Winnipeg Public Service, with the following amendment:

- In Recommendation 1, delete the period after the words "be approved" and replace with the following:

  ", with the following amendment:

  A. In Section II – Servicing Conditions, add the following new Condition 8:

  "8) <u>Signage</u>

  The Developer shall cause to be installed or pay to the City, in cash, for signage to be located on the public boulevard indicating the designated drop off area(s), on the school site."

and submitted the matter to the Executive Policy Committee and Council.

ADMINISTRATIVE REPORT

Title: Construction of Improvements for Devonshire School Site

Critical Path: Standing Policy Committee on Property and Development – Executive Policy Committee – Council

AUTHORIZATION

Author	Department Head	CFO	CAO
G. Chappell (Acting)	H. Borys	T. Graham	J. Dunford

EXECUTIVE SUMMARY

A Transportation Impact Study (TIS) has been submitted for the proposed new school on Devonshire Drive. Landmark Planning & Design Inc. ("the Applicant") has asked for permission to build traffic and pedestrian safety improvements to support the school.

The Public Service recommends that the Applicant (or assignee) be permitted to enter into an Agreement for Services with the City. The Agreement will allow the Applicant to build the traffic improvements listed in the TIS. No costs will be borne by the City.

Entering into an Agreement for Services was a requirement of the approved conditional use for this site (DCU 25-189576/C).

RECOMMENDATIONS

1. That the proposed conditions for an Agreement for Services outlined in the report of the Administrative Coordinating Group dated October 20, 2025, and attached hereto as Schedule A, be approved.

2. The Developer be authorized to construct improvements in traffic and pedestrian safety 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 October 20, 2025, 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 authority be delegated to the Chief Administrative Officer to negotiate and approve the terms of the Agreement for Services and Ancillary Agreements in accordance with this report, and such other terms and conditions deemed necessary by the 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.

IMPLICATIONS OF THE RECOMMENDATIONS

If the recommendations are approved, the City will enter into an agreement(s) with the Developer to allow for the construction of traffic and pedestrian improvements. No costs will be borne by the City.

HISTORY/DISCUSSION

Landmark Planning & Design Inc. (“the Applicant”) has provided a Transportation Impact Study (TIS) in support of a future elementary school on the land located on the northeast corner of Devonshire Drive West and Private Davey Drive, in the Peguis neighbourhood of the Transcona Ward. The subject site is 206,406 square feet (19,175 square metres or 4.73 acres) in area and is currently vacant land.

The TIS identified the need for traffic calming measures, and the Public Works Department supports their construction.

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 October 20, 2025 (see Schedule A).

Under the proposed Agreement for Services, the Developer would be responsible for all costs associated with the construction of the traffic safety improvements as identified in their TIS or as determined by the Director of Public Works, and all related works, including engineering services.

FINANCIAL IMPACT

Financial Impact Statement Date: November 17, 2025

Project Name:

Construction of Improvements for Devonshire School Site

COMMENTS:

There are no financial implications associated with the recommendations in this report.

Mike McGinn Nov. 17, 2025
Mike McGinn, CPA, CA
Manager of Finance

CONSULTATION

This Report has been prepared in consultation with:

- Public Works Department
- Winnipeg Transit
- Legal Services (as to legal issues)

OURWINNIPEG POLICY ALIGNMENT

This report aligns with OurWinnipeg 2045 as follows:

Goal: City Building
Objective 2. Integrate resilient land use, transportation and infrastructure planning, and investments:

Ensure that land use, transportation, and infrastructure planning are aligned to provide the conditions for compact, complete and connected communities, supported by sustainable transportation options and municipal infrastructure capacity.

Policy 6.36 Full Range of Municipal Services
Require a full range of municipal services in urban land use designations, as detailed in Complete Communities, to protect public health and life safety, minimize negative environmental and property impacts, and facilitate planned and orderly development.

WINNIPEG CLIMATE ACTION PLAN ALIGNMENT

This report aligns with the Winnipeg Climate Action Plan through Strategic Opportunity #4 Facilitate Compact, Complete Development and Increase Density.

WINNIPEG POVERTY REDUCTION STRATEGY ALIGNMENT

Consideration was given as to whether this report connects to the Winnipeg Poverty Reduction Strategy (PRS) and its Goals and Objectives, and it was determined that the PRS is not applicable to this specific report.

SUBMITTED BY

Department: Planning, Property and Development
Division: Real Estate and Land Development
Prepared by: K. Kowalyk
Date: November 19, 2025

Attachments:
Schedule A – Report of the Administrative Coordinating Group
Schedule B – Map View Of The Developer's Lands
Schedule C – Traffic Impact Study Recommendations

SCHEDULE A – REPORT OF THE ADMINISTRATIVE COORDINATING GROUP

REPORT OF THE ADMINISTRATIVE COORDINATING GROUP

RE: PROPOSED CONDITIONAL USE FOR DEVONSHIRE SCHOOL SITE

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 – General Comments

1) Water and Waste advises that there is adequate servicing for the proposed development. Additional review will be required by this Department should the plans of development change during the design process.

Section II - Servicing Conditions

1) Median Works on Devonshire Drive

The Developer shall, at no expense to the City, construct the proposed median works/refuge islands on Devonshire Drive at Private Davy Drive (east leg) and at Sir Roert Borden Park where the active transportation path crosses the street, and all related works, including but not limited to payment of transit stop relocation, signage, pedestrian crossing control, path realignment, all as determined by and to the satisfaction of the Director of Public Works.

2) Pedestrian Crossing Control Signals

The Developer shall, pay to the City, in cash, on demand, the costs associated with the installation of pedestrian crossing control, and all related works including but not limited to realigning the existing pathways as required, on Devonshire Drive at the following locations:

Private Davy Drive (east leg)

Sir Robert Borden Park (path crossing)

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

3) Traffic Calming

The Developer shall, at no expense to the City, construct traffic calming devices and all related works on Devonshire Drive, Private Davy Drive, Public Lane between Peguis Street and Private Davy Drive, Jerry Klien Drive between Devonshire Drive and Jim Gauthier Drive, and Jim Gauthier Drive, if deemed necessary due to traffic impacts following the opening of the school, all as determined by and to the satisfaction of the Director of Public Works.

4) Bus Stop Platforms

Developer shall construct, at no expense to the City, bus stop platforms for the stop pair (#41067 and #41043) at the intersection of Devonshire Drive West and private Davy Drive to the satisfaction of the Director of Transit and the Director of Public Works.

5) 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.

6) 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.

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.

7) 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.

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.

Section III – Costs and Fees

1) Approvals

The Developer shall pay all of its and the City's costs, fees, and expenses associated with, all survey, engineering, for the obligations in Section II, and all expenses incidental to the preparation of this Agreement.

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.

THIS REPORT SUBMITTED BY:

Administrative Co-ordinating Group
October 20th, 2025

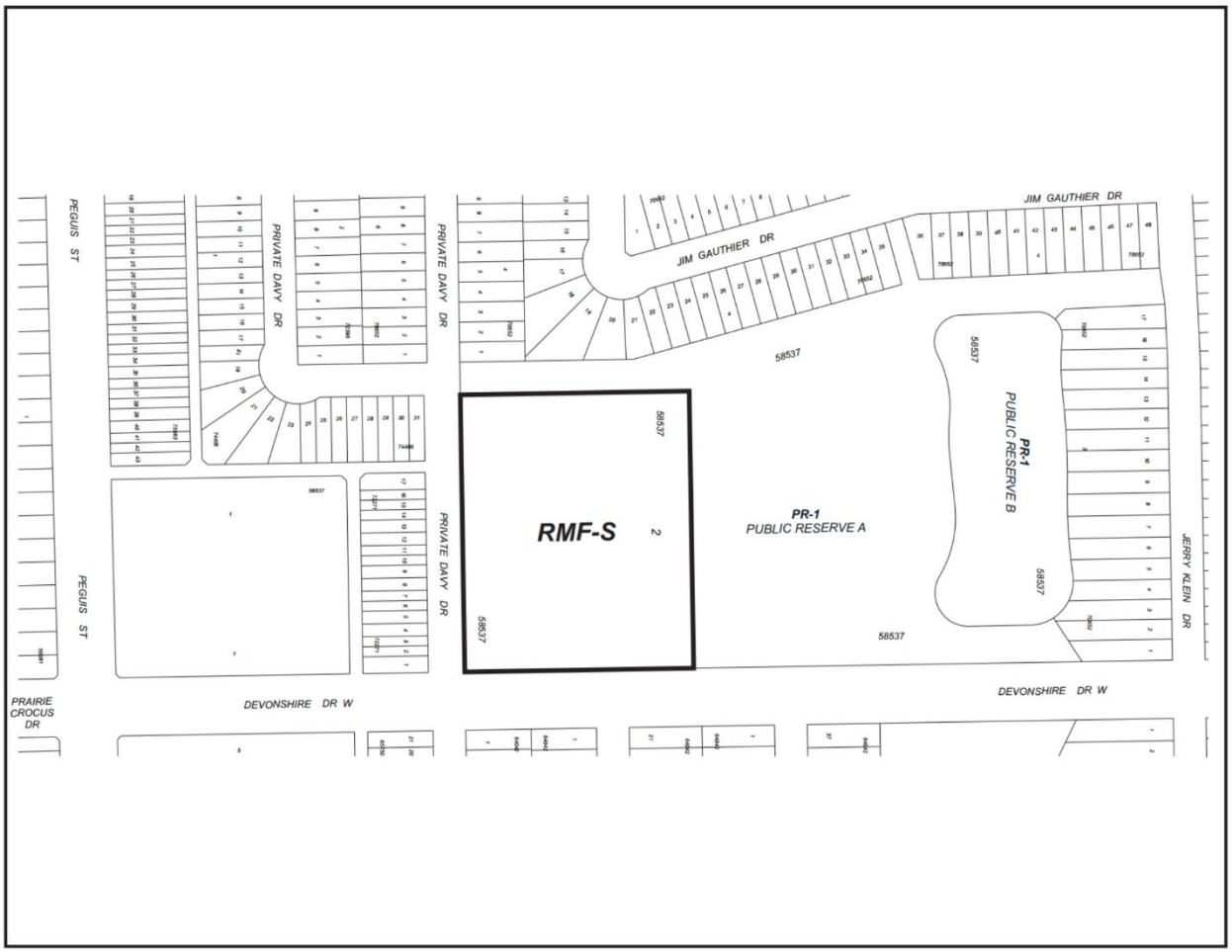
"*Original Signed by K. Kowalyk"*
K. Kowalyk, P. Eng.
Land Development Branch
Planning, Property and Development Department

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

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

"*Original Signed by S. Mada"*
S. Mada,
Service Planning Division
Winnipeg Transit Department

SCHEDULE B – MAP VIEW OF THE DEVELOPER'S LANDS



SCHEDULE C – TRAFFIC IMPACT STUDY RECOMMENDATIONS

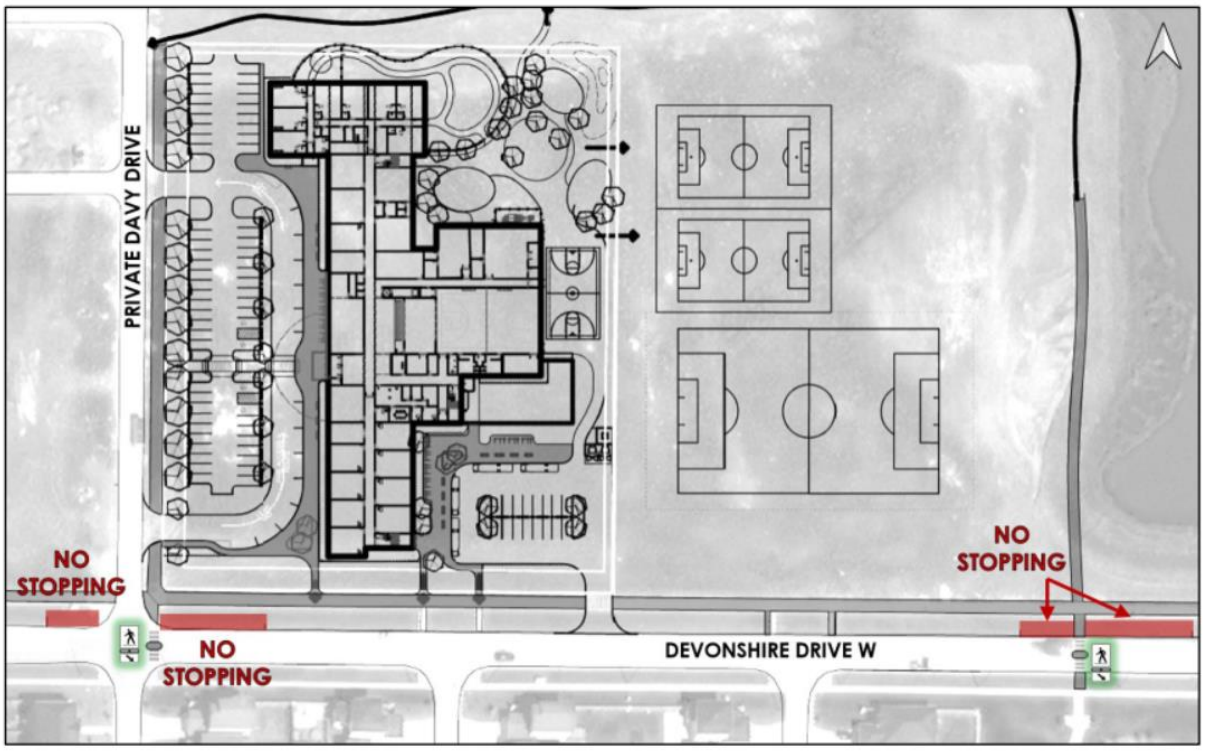


FIGURE 14: ACTIVE TRANSPORTATION RECOMMENDATIONS