

- 2. FRONT ENDING AGREEMENT – CYCLING INFRASTRUCTURE WITHIN THE BOOTH STREET RIGHT-OF-WAY, BETWEEN THE OTTAWA RIVER PATHWAY AND FLEET STREET**
- ENTENTE PRÉALABLE — INFRASTRUCTURE CYCLABLE DANS LES LIMITES DE L'EMPRISE DE LA RUE BOOTH, ENTRE LE SENTIER DE LA RIVIÈRE-DES-OUTAOUAIS ET LA RUE FLEET**

COMMITTEE RECOMMENDATIONS

That Council:

- 1. Authorize the City to enter into a Front-Ending Agreement with Windmill Dream Zibi Ontario Inc., to an upset limit of \$1,885,000 plus applicable taxes, to enable the design and construction of cycling infrastructure within the Booth Street right-of-way, between the Ottawa River Pathway and Fleet Street, as outlined in this report and in Document 1, in accordance with the Front-Ending Agreement Principles and Policy set forth in Documents 2 and 3, with the final form and content of the Front-Ending Agreement being to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department and the City Clerk and Solicitor;**
- 2. Authorize the financial disbursement to reimburse the design and construction costs incurred by Windmill Dream Zibi Ontario Inc. pursuant to the execution of the Front-Ending Agreement.**

RECOMMANDATIONS DU COMITÉ

Que le Conseil municipal :

- 1. autorise la Ville à conclure, avec Windmill Dream Zibi Ontario Inc., une entente préalable à concurrence d'une limite absolue de 1 885 000 \$, taxes applicables en sus, afin de permettre de concevoir et de construire une infrastructure cyclable dans les limites de l'emprise de la rue Booth, entre le sentier de la rivière des Outaouais et la rue Fleet, selon les modalités exposées dans le présent rapport et dans**

la pièce 1, conformément aux principes et à la politique de l'entente préalable exposés dans les pièces 2 et 3, à la condition que la forme et le fond définitifs de ladite entente soient à la satisfaction du directeur général de la Direction générale de la planification, de l'infrastructure et du développement économique, ainsi que du greffier municipal et avocat général;

2. autorise le débours des fonds destinés à rembourser les coûts de conception et de construction engagés par Windmill Dream Zibi Ontario Inc. conformément à l'entente préalable ainsi conclue.

DOCUMENTATION / DOCUMENTATION

1. Director's report, dated 26 September 2018 (ACS2018-PIE-EDP-0046)
Rapport du directrice, daté le 26 septembre 2018 (ACS2018-PIE-EDP-0046)

Report to
Rapport au:

Transportation Committee
Comité des transports
3 October 2018 / 3 octobre 2018

and Council
et au Conseil
10 October 2018 / 10 octobre 2018

Submitted on 26 September 2018
Soumis le 26 septembre 2018

Submitted by
Soumis par:

Lee Ann Snedden
Director / Directrice

Planning Services / Services de la planification

**Planning, Infrastructure and Economic Development Department / Direction
générale de la planification, de l'infrastructure et du développement économique**

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Planning / Développement économique et Planification à long terme**
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Ward: SOMERSET (14)

File Number: ACS2018-PIE-EDP-0046

**SUBJECT: Front Ending Agreement – Cycling Infrastructure within the Booth
Street Right-of-Way, between the Ottawa River Pathway and Fleet
Street**

**OBJET: Entente préalable — Infrastructure cyclable dans les limites de
l'emprise de la rue Booth, entre le sentier de la rivière-des-Outaouais
et la rue Fleet**

REPORT RECOMMENDATIONS

That Transportation Committee recommend Council:

- 1. Authorize the City to enter into a Front-Ending Agreement with Windmill Dream Zibi Ontario Inc., to an upset limit of \$1,885,000.00 plus applicable taxes, to enable the design and construction of cycling infrastructure within the Booth Street right-of-way, between the Ottawa River Pathway and Fleet Street, as outlined in this report and in Document 1, in accordance with the Front-Ending Agreement Principles and Policy set forth in Documents 2 and 3, with the final form and content of the Front-Ending Agreement being to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department and the City Clerk and Solicitor;**
- 2. Authorize the financial disbursement to reimburse the design and construction costs incurred by Windmill Dream Zibi Ontario Inc. pursuant to the execution of the Front-Ending Agreement.**

RECOMMANDATIONS DU RAPPORT

Que le Comité des transports recommande au Conseil municipal :

- 1. d'autoriser la Ville à conclure, avec Windmill Dream Zibi Ontario Inc., une entente préalable à concurrence d'une limite absolue de 1 885 000 \$, taxes applicables en sus, afin de permettre de concevoir et de construire une infrastructure cyclable dans les limites de l'emprise de la rue Booth, entre le sentier de la rivière-des-Outaouais et la rue Fleet, selon les modalités exposées dans le présent rapport et dans la pièce 1, conformément aux principes et à la politique de l'entente préalable exposés dans les pièces 2 et 3, à la condition que la forme et le fond définitifs de ladite entente soient à la satisfaction du directeur général de la Direction générale de la planification, de l'infrastructure et du développement économique, ainsi que du greffier municipal et avocat général;**
- 2. d'autoriser le débours des fonds destinés à rembourser les coûts de conception et de construction engagés par Windmill Dream Zibi Ontario Inc. conformément à l'entente préalable ainsi conclue.**

BACKGROUND

Windmill Dream Zibi Ontario Inc. will extend services along a portion of Booth Street for the proposed Zibi development. As a result, Booth Street and the Union (Chaudière) Bridge will be closed to traffic for several weeks in spring 2019. These works and the closure present the opportunity to complete a missing link in the City's cycling infrastructure on Booth Street between the Ottawa River Pathway and Fleet Street. This 315 linear metre gap occurs on Booth Street between the Pimisi Station area where the Rideau Transit Group (RTG) has undertaken cycling infrastructure as part of the light-rail transit (LRT) construction and Booth Street in the immediate vicinity of the Zibi development.

The proposed works are included in the 2013 Ottawa Cycling Plan. The project, P2-13, is listed on Annex E, the 2031 Affordable Cycling Projects List as a Missing Link. They are included as Cycling Facilities Standalone Capital Projects in the City's 2014 Development Charge Background Study and identified as item 1.14544, which has a gross capital cost of \$24 million. Funding comes from development charges (49%) and and Transportation Planning's 2019 Cycling Facilities Program (51%). If the Front-Ending Agreement is approved and the works undertaken as planned, the repayment will be made in 2020, subject to the fulfilment of the Front-Ending Agreement conditions.

DISCUSSION

At the request of Transportation Planning staff, Windmill Dream Zibi Ontario Inc. has agreed to add the design and construction of project P2-13 to their work plan. Windmill Dream Zibi Ontario Inc. will construct the works in conjunction with underground service installation and roadway reconstruction for the Zibi Ontario redevelopment. Doing so accelerates the delivery of a missing link on Booth Street between the Pimisi Station area (specifically 30 metres south of Fleet Street) and the Ottawa River Pathway. Having the construction occur all at once reduces the need for coordination and reduces the inconvenience to road users, particularly inter-provincial commuters and future Zibi residents. When combined with the complete street works planned as part of the Zibi development, as well as complete street works within the Ville de Gatineau on rue Eddy from the provincial boundary to rue Laurier, this heavily travelled portion of Booth Street will effectively be transformed by next summer.

As shown in Document 1, the works are proposed for a 315-metre stretch of Booth Street. They include complete street construction, new street lights, poles and signals at the Booth Street and Wellington Street intersection, a proportional share of signals at the Booth Street and Ottawa River Pathway intersection, the relocation of a hydrant and catch basin, and traffic management costs. There could be some relocation of utilities and property acquisition or easements required. This will be determined at the detailed design stage.

This cycling project is valued at \$1,885,000.00. The developer has submitted cost estimates, including a 20 per cent contingency, which were reviewed internally to ensure that they accurately reflect City costs and standards. The developer will incur these costs and the City will reimburse the developer for the cycling project from the Transportation Planning's 2019 Cycling Facilities Program in 2020, subject to the fulfilment of the Front-Ending Agreement conditions. If Council approves the request, the City and the developer will enter into a Front-Ending Agreement that will set out the developer's obligations and repayment details.

Windmill Dream Zibi Ontario Inc. will also undertake cycling improvements as part of the Zibi development, which are separate from this request and will not be refunded. The developer has agreed to invoice the City for the difference between their ultimate design and the front-ended request. The obligations for all construction (both works to be front-ended and works that are required as part of the development) will be included within the master site plan approval or first phase site plan approval and associated agreement(s). The letter of credit for the securities identified within the registered agreement with the project's associated conditions will not be reduced until such time as the front-ended works are provided final acceptance by the City.

CONSULTATION

The project is identified within the 2013 Ottawa Cycling Plan, and consultation has been held on this document. All development approvals were conducted according to the requirements of the *Planning Act* and the City's own policies for notification and public consultation. The City and developer have agreed to the figures and front-ending process outlined herein.

Additionally, a project webpage on Ottawa.ca will be created to share information and engage the public.

RURAL IMPLICATIONS

There are no rural implications associated with this report.

COMMENTS BY THE WARD COUNCILLOR

Councillor McKenney is aware of the application related to this report.

LEGAL IMPLICATIONS

There are no legal implications associated with implementing the recommendations contained within this report.

RISK MANAGEMENT IMPLICATIONS

There are no risk management implications associated with this report.

ASSET MANAGEMENT IMPLICATIONS

The recommendations documented in this report are consistent with the City's Comprehensive Asset Management (CAM) Program ([City of Ottawa Comprehensive Asset Management Program](#)) objectives.

Entering into a third party infrastructure agreement, in this case, between the City and Windmill Dream Zibi Ontario Inc. for the design and construction of the missing link in the City's cycling infrastructure between the Ottawa River Pathway and Fleet Street, supports a level of service expectation and what needs to be done to achieve those levels.

FINANCIAL IMPLICATIONS

The project is included in the City's 2014 Development Charge Background Study as item 1.14544 Cycling Facilities Standalone Capital Projects – Phase 2, with a gross capital budget of \$24,000,000.00 with 49% attributed to growth and 51% to non-growth. Figures are based on class "C" cost estimates prepared by Parsons, Project No. 602385, dated 9/19/2018. The upset limit for re-imburement of the project is \$1,885,000.00 broken down in the table below.

	<i>Upset Limit</i>
<i>Payments to Windmill Dream Zibi Ontario Inc.</i>	
<i>Construction – Booth Street Cycling Facilities – Fleet Street to Ottawa River Pathway</i>	\$1,342,000.00
<i>Engineering and various City costs/permits:</i>	\$175,700.00
<i>Contingency (20% of Construction and Engineering):</i>	\$303,540.00
<i>Development application fee</i>	\$14,608.00
<i>Design Review and Inspection Fees</i>	\$49,152.00
<i>Total Eligible Costs under the Front-Ending Agreement</i>	\$1,885,000.00

The year of repayment is 2020, subject to the fulfilment of the Front-Ending Agreement conditions. Repayment will be based on the actual value, to the upset limit, and subject to the fulfilment of the Front-Ending Agreement conditions. All contingency costs incurred must be justified and include supporting invoices and payment certificates. Should the actual costs exceed the upset limit, the additional costs shall be borne by the developer and the City shall not be obligated to compensate for additional costs.

Pending Council approval, funding for the \$1,885,000.00 will be \$923,650.00 (49%) from Development Charges and \$961,350.00 (51%) from Transportation Planning's 2019 Cycling Facilities Program.

ACCESSIBILITY IMPACTS

All infrastructure will be designed in accordance with relevant legislation and regulations.

ENVIRONMENTAL IMPLICATIONS

Advancing the completion of this missing link of the cycling network supports sustainable transportation goals.

TERM OF COUNCIL PRIORITIES

This project addresses the following Term of Council Priorities:

TM2 – Provide and promote infrastructure to support safe mobility choices

FS2 – Align strategic priorities to Council's financial targets

APPLICATION PROCESS TIMELINE STATUS

This request was City-initiated, and the "On Time Decision Date" established for the processing of Front-Ending Agreement applications is not applicable.

SUPPORTING DOCUMENTATION

Document 1 Location Map

Document 2 Front-Ending Agreement Principles

Document 3 Council Approved Front-Ending Policy

CONCLUSION

Transportation Planning initiated this request for Council's approval to enter into a Front-Ending Agreement with Windmill Dream Zibi Ontario Inc. and to authorize the payment of \$1,885,000.00 for the design of construction of cycling infrastructure along Booth Street. Accelerating the missing link within the cycling network along Booth Street between Pimisi Station and the Ottawa River Pathway creates efficiencies for both the City and the developer. The Planning, Infrastructure and Economic Development Department supports the request and recommends approval of the authorization to enter into a Front-Ending Agreement with the Zibi developer.

DISPOSITION

Legislative Services, Office of The City Clerk and Solicitor to notify Windmill Dream Zibi Ontario Inc. of City Council's decision.

Legal Services to prepare the final form of the agreements in consultation with the Planning, Infrastructure and Economic Development Department.

The Treasurer will earmark funds for repayment as noted in this report.

**TRANSPORTATION COMMITTEE
REPORT 34
10 OCTOBER 2018**

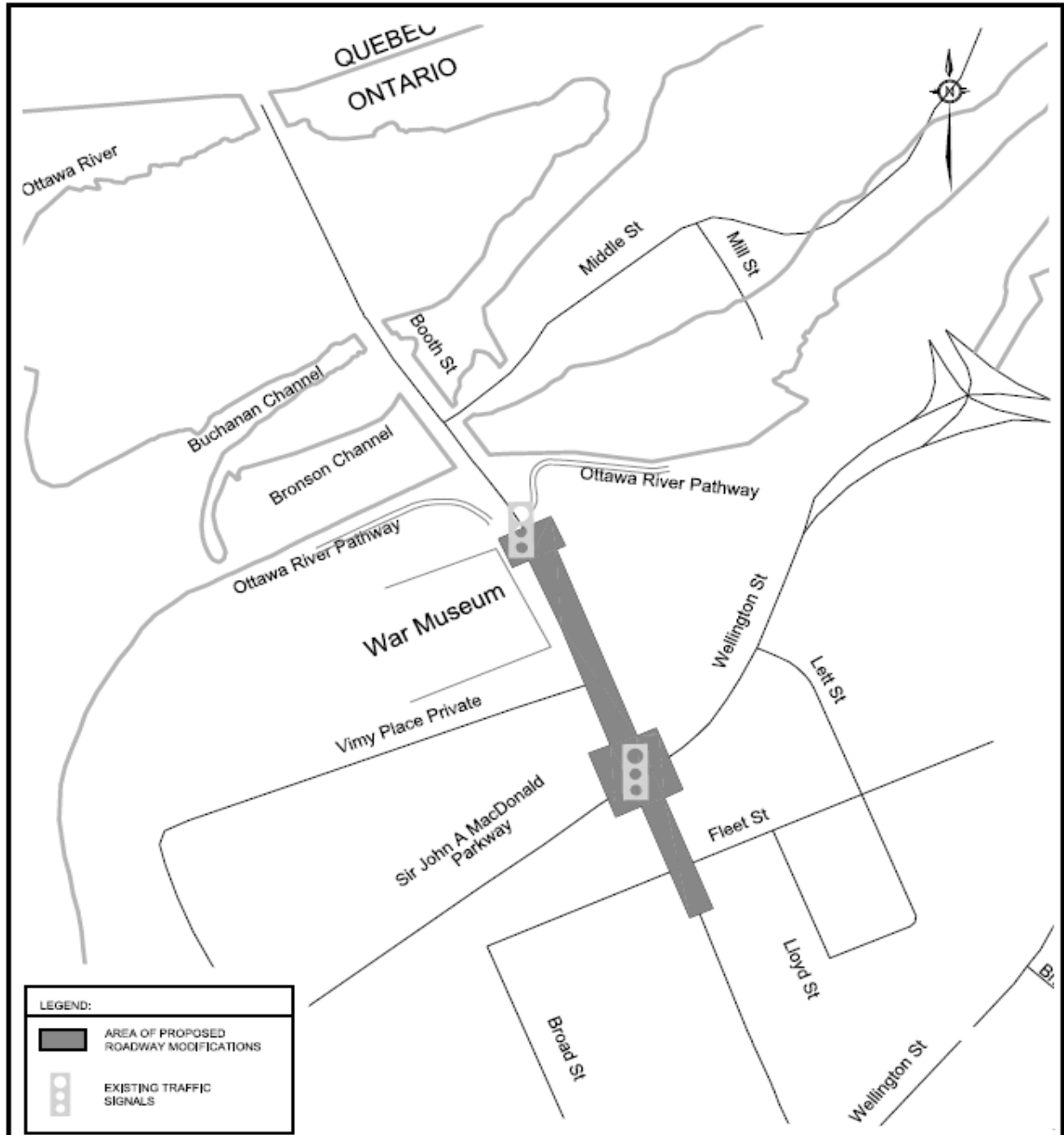
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**COMITÉ DES TRANSPORTS
RAPPORT 34
LE 10 OCTOBRE 2018**

TRANSPORTATION COMMITTEE 17
REPORT 34
10 OCTOBER 2018

COMITÉ DES TRANSPORTS
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Document 1 – Location Map



 PLANNING, INFRASTRUCTURE & ECONOMIC DEVELOPMENT	KEY PLAN BOOTH STREET CYCLING FACILITIES OTTAWA RIVER PATHWAY TO FLEET STREET		Transportation Engineering Services	
	Approved By: A. ZAHABI		Drawing No.:	
	Completed By: PARSONS		FIGURE 1	
	Scale: N.T.S.	Date: SEPTEMBER 2018		

Document 2 – Front-Ending Agreement Principles

1. Windmill Dream Zibi Ontario Inc. is required to post 100% securities (letter of credit or cash deposit) for the full cost of the design and construction of the cycling infrastructure within the Booth Street right-of-way, north of the Ottawa River Pathway. These are the road modification works, associated with RMA-2016-DRI-012, and are not eligible for reimbursement under this or any agreement. Securities for the road modification works will not be released until such time as the front-ended works are accepted by the City.
2. Contract for works to be awarded by Windmill Dream Zibi Ontario Inc. will be subject to prior review and approval by the City.
3. Windmill Dream Zibi Ontario Inc. is responsible for intersection modifications as previously identified in attachments 3 of RMA-2016-DRI-012. The City will be responsible for the incremental costs of the revised intersection design.
4. Construction will be completed to City and other regulatory standards, and Windmill Dream Zibi Ontario Inc. will acquire all necessary permits prior to construction (such as roadway modification approvals and permission to commence work).
5. The cost of the project is set at an upset limit of \$1,885,000.00, plus applicable taxes, including engineering, project management and contingencies. Contingent costs incurred shall be justified and include supporting invoices and payment certificates. Should the cost exceed the upset limits, the additional cost shall be borne by the front-ender, and the City shall not be obligated to compensate the front-ender for additional costs.
6. The City will reimburse Windmill Dream Zibi Ontario Inc. after the works have been completed, granted final acceptance by the City, and the one-year warranty period has been fulfilled. Compliance with these conditions could result in reimbursement in 2020.
7. The repayment of the construction costs for project P2-13 shall be pursuant to the Council-approved Front-Ending Policy as referenced under Document 3.

8. The front-ender will not be entitled to indexing.
9. The front-ender will not be entitled to reduced development charges for roads and related services, related to this work.

Document 3 – June 25, 2009 Council Approved Front-Ending Policy

Front-Ending Agreements are requested by developers who wish to have specific growth-related capital works in place in advance of the City's capital project plans for emplacement of these same works: developers agree to finance the works at the "front-end" and recover their costs from the City at a later date. The following conditions must be met in order for the City to enter into a Front-Ending Agreement:

1. All Front-Ending Agreements with the City will be for growth-related capital works that have been included in a DC study.
2. The contract for front-ended works shall be awarded by the front-ender in accordance with the City's Purchasing Policy of a competitive procurement process and subject to the review and satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department. Where the front-ender does not award the work in accordance with the City's purchasing policy, they must demonstrate that competitive pricing has been obtained, through independent analysis of their engineer, to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department. The contract for the work must be made available to the City to provide to the public.
3. Stormwater ponds and related sewer works that are 100 per cent DC funded in the recommended by-laws will be paid back to the developer based on revenues as they are collected from the designated area. This means that at no time are the repayments to exceed the revenues received. Each Front-Ending Agreement will define the geographic area involved and a separate and specific deferred revenue account may be set up to keep track of the revenues collected and payments made. Crediting will also be allowed for the Front-Ending Agreements related to stormwater ponds. Indexing shall apply to the outstanding balance in accordance with the rate of indexation pursuant to the DC By-laws.
4. For all other capital projects, a lump sum payment, both the DC portion and the City portion, will be made to the developer in the year the project is identified in the City's 10-year capital plan at the time the Front-Ending Agreement is approved. Should growth occur earlier than forecasted, then repayment would be accelerated to reflect the revised timing the City would have budgeted for the project. If growth occurs more slowly than forecasted, then the City will have an

additional one to three years (one to three years from the year the project was identified in the 10 year plan) to make repayments. Only in this latter case will the City's portion of the 51 payment be indexed beginning with the year the project was identified in the 10-year plan.

5. The DC portion that will be reimbursed will be indexed yearly in accordance with the rate of indexation pursuant to the DC By-laws up to the year the capital project has been budgeted. (Council approved February 7, 2005.)
6. Given that the City will be assuming operating costs earlier than anticipated through the Front-Ending Agreement process; the City is not to pay any carrying costs to the developer.
7. All DC payable by developers must be paid up front in accordance with the City's by-law. With the exception of the stormwater ponds and related sewer works, there will not be any crediting allowed as a result of entering into a Front-Ending Agreement. On December 8, 2004, Council approved, "That staff be directed to work with the industry to develop the details of a credit policy to be incorporated into the Front-Ending Policy".
8. In the case where a developer(s) has front-ended a project that at the discretion of the City benefits other developers, those developers who were not part of the Front-Ending Agreement shall pay all of their DC owed either at the time of registration of a plan of subdivision or upon the issuance of the first conditional building permit, whichever comes first. (Council approved July 14, 2004 Motion 16/5)
9. In the case where multiple Front-Ending Agreements are in force in the same area-specific DC By-law, and the City has approved the front-ended works for DC reimbursements, the front-enders will share in the distribution of DC revenues on a pro-rata basis with other stormwater drainage projects. The pro-rated works shall be based on the balance of the outstanding amount owing on the date the repayment is due. Existing front-enders will be advised of new Front-Ending Agreements for stormwater works within the same benefiting area and area-specific DC By-law.
10. The capital project upset limits for engineering, project management, and contingency shall be the established rates set in accordance with the City's DC By-laws and accompanying background studies, as amended.

11. Land remuneration shall be subject to an appraisal by a professional land appraiser and the appraisal shall be conducted in accordance with the terms of reference as established in the City's DC By-laws and accompanying background studies, as amended. The upset limit for land remuneration shall be the lesser of the appraised value and the upset limit in accordance with the City's DC By-laws and accompanying background studies.
12. Indexing shall apply to the total project costs if the front-ended works have been delayed over a period of time; the front-ender provides justification for the delay, and with the written concurrence of the City.
13. Where a front-ender is eligible for DC reimbursement, documentation is required to support the reimbursement in accordance with the City's Purchasing Policy. The Front-Ending Agreement shall identify at which stage the documentation shall be required. The following documentation shall be forwarded to the City before payment is issued:
 - Payment Certificates, including the final certificate, signed by the developer's civil engineer.
 - All invoices supporting re-payment for the front-ended works.
 - Statutory Declaration.
 - Certificate of Substantial Performance.
 - Workplace Safety and Insurance Board Clearance Certificate (WSIB).
 - Certificate of Publication.
14. A report to Council is required to authorize staff to enter into a Front-Ending Agreement.

The recommendation will include the financial commitment of the City, specify the funding source(s), the project timeline and where necessary, request that a specific deferred revenue account be established. The financial comment in the report will specify the timelines for the repayment, an operating budget impact and an estimate of the year in which the operating budget impact will begin. It should also indicate the year in which the project was originally identified in the City's 10-year capital plan. A capital project will be established upon Council

approval to enter into a Front-Ending Agreement. The status of these projects will be provided to Council on a yearly basis.

15. No capital project identified outside of the Council approved 10 year long range capital plan, shown in the DC Background Study is eligible to be front-ended unless another item(s) of comparable value, funding allocation, and timing is delayed. A capital project identified with a post-period deduction applied to the gross cost will only have the DC portion reimbursed if front-ended over the term of the by-law. Indexing would not be applicable to the repayment of the post-period component of the project cost. If growth occurs more slowly than forecasted, then the City Treasurer will have the authority to add an additional three years, without interest, to the repayment of the post-period component of the front-ended project from DCs.