

7. Front-Ending Report – Roundabout (Brian Coburn Boulevard at Gerry Lalonde Drive/Jerome Jodoin Drive)

Rapport d'entente préalable – Carrefour giratoire (promenade Brian Coburn, à l'angle des promenades Gerry Lalonde et Jerome Jodoin)

COMMITTEE RECOMMENDATIONS, AS AMENDED

That Council:

- 1. delegate authority to the General Manager, Planning, Infrastructure and Economic Development Department, to enter into a Front-Ending Agreement with Minto Communities - Canada for the design and construction of a roundabout at the intersection of Brian Coburn Boulevard and Gerry Lalonde Drive/Jerome Jodoin Drive as outlined in this report, to an upset limit of \$1,800,000 including applicable taxes and indexing, in accordance with the Front-Ending Agreement Principles and Policy set forth in Documents 1 and 2 and with the final form and content being to the satisfaction of the City Clerk and Solicitor;**
- 2. authorize the financial disbursement to reimburse the design and construction costs incurred by Minto Communities - Canada pursuant to the execution of the Front-Ending Agreement;**
- 3. authorize the pre-committal of \$1,800,000 including applicable taxes (the upset limit of the Front-Ending Agreement) from the 2019 and 2020 Capital Budget/Development Charges Forecast subject to execution of the Front- Ending Agreement;**
- 4. authorize the expenditure of \$1,800,000 including applicable taxes (upset limit) in accordance with the reimbursement schedule set out in the Front-Ending Agreement.**
- 5. approve that Minto may extend the existing design and construction contract it has in place relating to the design and construction of the roundabout at Brian Coburn Boulevard and Strasbourg Street to proceed with the proposed works identified**

within the Front-Ending Report – Roundabout (Brian Coburn Boulevard at Gerry Lalonde Drive/Jerome Jodoin Drive (ACS2019-PIE-PS-0030) at Brian Coburn Boulevard at Gerry Lalonde Drive/Jerome Jodoin Drive.

RECOMMANDATIONS DU COMITÉ, TELLES QUE MODIFIÉES

Que le Conseil :

1. **délègue au directeur général de Planification, Infrastructure et Développement économique le pouvoir de conclure une entente préalable avec Minto Communities - Canada, en vue de procéder à la conception et à l'installation d'un carrefour giratoire à l'angle du boulevard Brian-Coburn et des promenades Gerry-Lalonde et Jerome-Jodoin, comme le décrit le présent rapport, jusqu'à concurrence de 1 800 000 \$, taxes applicables et indexation en sus, conformément aux principes et à la politique de l'entente préalable énoncés dans les documents 1 et 2, et dont la forme et le contenu définitifs seront à la satisfaction du greffier municipal et de l'avocat général;**
2. **autorise la sortie des fonds nécessaires au remboursement des coûts de conception et de construction engagés par Minto Communities - Canada, dans le cadre de l'exécution de l'entente préalable;**
3. **autorise l'engagement préalable d'une somme de 1 800 000 \$, taxes applicables en sus, (la limite maximale de l'entente préalable) provenant du budget d'immobilisations de 2019 et 2020 et des prévisions de redevances d'aménagement, sous réserve de l'exécution de l'entente préalable;**
4. **autorise la dépense de 1 800 000 \$, taxes applicables en sus, (la limite maximale de l'entente préalable), conformément au calendrier de remboursement fixé dans l'entente préalable;**

5. **accorde à Minto la prorogation de l'actuel contrat de conception et de construction du carrefour giratoire à l'angle du boulevard Brian Coburn et de la rue Strasbourg, pour qu'elle puisse aller de l'avant avec les travaux proposés dans le Rapport d'entente préalable – Carrefour giratoire (boulevard Brian Coburn à l'angle des promenades Gerry Lalonde et Jerome Jodoin) (ACS2019-PIE-PS-0030).**

Documentation/Documentation

1. Director's Report, Planning Services, Planning, Infrastructure and Economic Development Department, dated March 28, 2019 (ACS2019-PIE-PS-0030)

Rapport de la directrice, Services de la planification, Direction générale de la planification, de l'Infrastructure et du développement économique, daté le 28 March 2019 (ACS2019-PIE-PS-0030)
2. Extract of draft Minutes, Planning Committee, April 11, 2019

Extrait de l'ébauche du procès-verbal, Comité de l'urbanisme, le 11 avril 2019

**Report to
Rapport au:**

**Planning Committee / Comité de l'urbanisme
April 11, 2019 / 11 avril 2019**

**and Council / et au Conseil
April 24, 2019 / 24 avril 2019**

**Submitted on March 28, 2019
Soumis le 28 mars 2019**

**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**

Contact Person

Personne ressource:

Jeff McEwen

**Manager/Gestionnaire, Development Review-Suburban Services/Examen des
projets d'aménagement-Services suburbains
613-580-2424, 16597, Jeff.McEwen@ottawa.ca**

Ward: CUMBERLAND (19)

File Number: ACS2019-PIE-PS-0030

**SUBJECT: Front-Ending Report – Roundabout (Brian Coburn Boulevard at
Gerry Lalonde Drive/Jerome Jodoin Drive)**

**OBJET: Rapport d'entente préalable – Carrefour giratoire (promenade Brian
Coburn, à l'angle des promenades Gerry Lalonde et Jerome Jodoin)**

REPORT RECOMMENDATIONS

That Planning Committee recommend that Council:

1. Delegate authority to the General Manager, Planning, Infrastructure and Economic Development Department, to enter into a Front-Ending Agreement with Minto Communities - Canada for the design and construction of a roundabout at the intersection of Brian Coburn Boulevard and Gerry Lalonde Drive/Jerome Jodoin Drive as outlined in this report, to an upset limit of \$1,800,000 including applicable taxes and indexing, in accordance with the Front-Ending Agreement Principles and Policy set forth in Documents 1 and 2 and with the final form and content being to the satisfaction of the City Clerk and Solicitor;
2. Authorize the financial disbursement to reimburse the design and construction costs incurred by Minto Communities - Canada pursuant to the execution of the Front-Ending Agreement;
3. Authorize the pre-committal of \$1,800,000 including applicable taxes (the upset limit of the Front-Ending Agreement) from the 2019 and 2020 Capital Budget/Development Charges Forecast subject to execution of the Front- Ending Agreement;
4. Authorize the expenditure of \$1,800,000 including applicable taxes (upset limit) in accordance with the reimbursement schedule set out in the Front-Ending Agreement.

RECOMMANDATIONS DU RAPPORT

Que le Comité de l'urbanisme recommande ce qui suit au Conseil :

1. Déléguer au directeur général de Planification, Infrastructure et Développement économique le pouvoir de conclure une entente préalable avec Minto Communities - Canada, en vue de procéder à la conception et à l'installation d'un carrefour giratoire à l'angle du boulevard Brian-Coburn et des promenades Gerry-Lalonde et Jerome-Jodoin, comme le décrit le présent rapport, jusqu'à concurrence de 1 800 000 \$, taxes applicables et indexation en sus, conformément aux principes et à la politique de l'entente préalable

énoncés dans les documents 1 et 2, et dont la forme et le contenu définitifs seront à la satisfaction du greffier municipal et de l'avocat général;

- 2. Autoriser la sortie des fonds nécessaires au remboursement des coûts de conception et de construction engagés par Minto Communities - Canada, dans le cadre de l'exécution de l'entente préalable;**
- 3. Autoriser l'engagement préalable d'une somme de 1 800 000 \$, taxes applicables en sus, (la limite maximale de l'entente préalable) provenant du budget d'immobilisations de 2019 et 2020 et des prévisions de redevances d'aménagement, sous réserve de l'exécution de l'entente préalable;**
- 4. Autoriser la dépense de 1 800 000 \$, taxes applicables en sus, (la limite maximale de l'entente préalable), conformément au calendrier de remboursement fixé dans l'entente préalable.**

BACKGROUND

Minto Communities – Canada received draft plan of subdivision approval on January 9, 2007 and an extension and revision of that draft approval on October 2, 2014 for the lands at 2233 Mer-Bleue Road, which is located in Avalon West, between Mer-Bleue Road and Tenth Line Road in Orléans.

The intersection was originally to be a signalized intersection. An "Intersection Control and Roundabout Feasibility Study" prepared for the City of Ottawa by Robinson Consultants Inc. in January 2016 looked at roundabouts versus signals at Brian Coburn Boulevard for the intersections at Gerry Lalonde Drive, Strasbourg Street, Aquaview Drive, Esprit Drive and signals at Tenth Line Road. The study determined that mixed corridor with single-lane roundabouts at the intersections of Brian Coburn Boulevard at Gerry Lalonde Drive and Brian Coburn Boulevard at Strasbourg Street/Des Aubépines Drive and signals at Tenth Line Road, Aquaview Drive and Esprit Drive would operate at an acceptable level of service in both the 2021 and 2031 periods and is anticipated to have the lowest capital cost.

The proposed works include the design and construction of a single-lane roundabout at the intersection of Brian Coburn Boulevard and Gerry Lalonde Drive/Jerome Jodoin Drive in Orléans (Cumberland Ward 19). The roundabout is identified in the City of Ottawa 2014 Development Charge By-law as an intersection construction project.

The upset limit provided for the works is \$1,800,000 including applicable taxes for design and construction. Reimbursement for the roundabout is identified for 2020 if constructed in 2019. Minto Communities - Canada shall be required to enter into an agreement with the City for the design and construction of the roundabout as identified in the subdivision agreement. The construction of the roundabout will coincide with the opening of the intersection of Jerome Jodoin Drive at Brian Coburn Boulevard in 2019.

DISCUSSION

The intersection of Brian Coburn Boulevard and Gerry Lalonde Drive was originally to be a signalized intersection. An "Intersection Control and Roundabout Feasibility Study" prepared for the City of Ottawa by Robinson Consultants Inc. in January 2016 looked at roundabouts versus signals on Brian Coburn Boulevard. The study determined that a single-lane roundabout at this intersection would operate at an acceptable level of service in both the 2021 and 2031 periods and is anticipated to have the lowest capital cost.

The continuous, steady growth of the Minto Communities development south of Brian Coburn Boulevard requires a controlled intersection at Gerry Lalonde Drive/Jerome Jodoin Drive for access and egress. A roundabout is preferred to a traffic signal as it will provide the most efficient method for travelling along Brian Coburn Boulevard, without causing any additional delay to this road. The benefits of the roundabout are fewer conflict points, reductions in number and severity of collisions, slower speeds and therefore reduced pollution and fuel usages.

RURAL IMPLICATIONS

There are no rural implications associated with the proposed Front-Ending Agreement.

CONSULTATION

All development approvals were conducted according to the requirements of the *Planning Act* and the City's Public Notification and Consultation Policy. The front-ending entities agree to the process outlined herein.

COMMENTS BY THE WARD COUNCILLOR

Councillor Blais fully supports the installation of the roundabout.

LEGAL IMPLICATIONS

There are no legal impediments to the implementation of this report's recommendation. Subject to Council approval, the City will be entering into a standard Front-Ending agreement with the developer to front end the cost of the roundabout at Brian Coburn Boulevard at Gerry Lalonde/Jerome Jodoin Drive, in accordance with the Council approved Front-Ending policy.

RISK MANAGEMENT IMPLICATIONS

There are no risk implications associated with the front-ending of the intersection.

ASSET MANAGEMENT IMPLICATIONS

The recommendations documented in this report are consistent with the City's Comprehensive Asset Management (CAM) Program objectives. The implementation of the CAM program results in timely decisions that minimize lifecycle costs and ensure the long-term affordability of assets. To fulfill its obligation to deliver quality services to the community, the City must ensure that assets supporting City services are managed in a way that balances service levels, risk and affordability.

Entering into Front-Ending Agreements with the Developers associated with the adjacent plan of subdivision for the design and construction of a roundabout at Brian Coburn Boulevard at Gerry Lalonde Drive/Jerome Jodoin Drive supports a level of service expectation and what needs to be done to achieve those levels.

Development Charge Item	Up-Set Limit (including applicable taxes)	Criteria for Repayment
A. Construction – Intersection roundabout	\$1,285,720	Repayment based on the actual value to upset limit.
B. 15% Engineering	\$192,855 (15% of construction)	Repayment based on the actual value to upset limit.

C.10% Project Management	\$128,570 (10% of Civil works for the intersection)	Repayment based on the actual value to upset limit.
D. 15% Contingency	\$ 192,855 (15% contingency)	Repayment based on the actual value to upset limit. All contingencies must be justified and supported by invoices and payment

Repayment shall be based on the actual value to an upset limit of \$1,800,000 including applicable taxes. 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.

Repayment is subject to fulfilment of the Front-Ending Agreement conditions, and will be based on the actual value of the costs incurred.

Pending Council approval for the City to enter into the Front-Ending Agreement, a capital account will be established with budget authority of \$1,800,000, 100 percent Roads and Related Services Development Charge funded.

Once the works are accepted, the City shall assume maintenance of the intersection roundabout. With this intersection currently in operation with stop control, the proposed geometric modifications will not have any additional operating impacts.

ACCESSIBILITY IMPACTS

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

ENVIRONMENTAL IMPLICATIONS

There are no environmental implications with the front ending of this intersection.

TERM OF COUNCIL PRIORITIES

This project addresses the following Term of Council Priority:

- TM4 – Improve safety for all road users.

SUPPORTING DOCUMENTATION

Document 1 Front-Ending Agreement Principles

Document 2 Council Approved Front-Ending Policy

Document 3 Location Map

DISPOSITION

Staff are recommending this report be considered at the April 24, 2019 Council meeting.

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

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

Document 1 – Front-Ending Agreement Principles

1. Minto Communities - Canada are required to post 100 per cent securities for the full cost of the design and construction of traffic signals for the intersection of Brian Coburn Boulevard and Gerry Lalonde Drive/Jerome Jodoin Drive, including all associated works, estimated at \$1,800,000 including engineering, land remuneration, project management and contingences, and applicable taxes.
2. The cost of the roundabout of the intersection of Brian Coburn Boulevard and Gerry Lalonde Drive/Jerome Jodoin Drive, including all associated works, is set at an upset limit of \$1,800,000 including engineering, land remuneration, project management and contingencies, and applicable taxes. All costs incurred shall be justified and include supporting invoices and payment certificates.
3. The City will reimburse Minto Communities - Canada after the works have been accepted by the City. Reimbursement will take place following acceptance in 2020, provided the applicant satisfies all requirements in accordance with the Council approved Front-Ending Policies in Document 2.
4. The repayment of construction costs for the roundabout of the Brian Coburn Boulevard and Gerry Lalonde Drive/Jerome Jodoin Drive intersection shall be pursuant to Council-approved Front-Ending Agreement Policy as referenced under Document 2.

Document 2 – 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 development charge 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 development charge 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 storm water ponds. Indexing shall apply to the outstanding balance in accordance with the rate of indexation pursuant to the Development Charge By-laws.
4. For all other capital projects, a lump sum payment, both the development charge 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

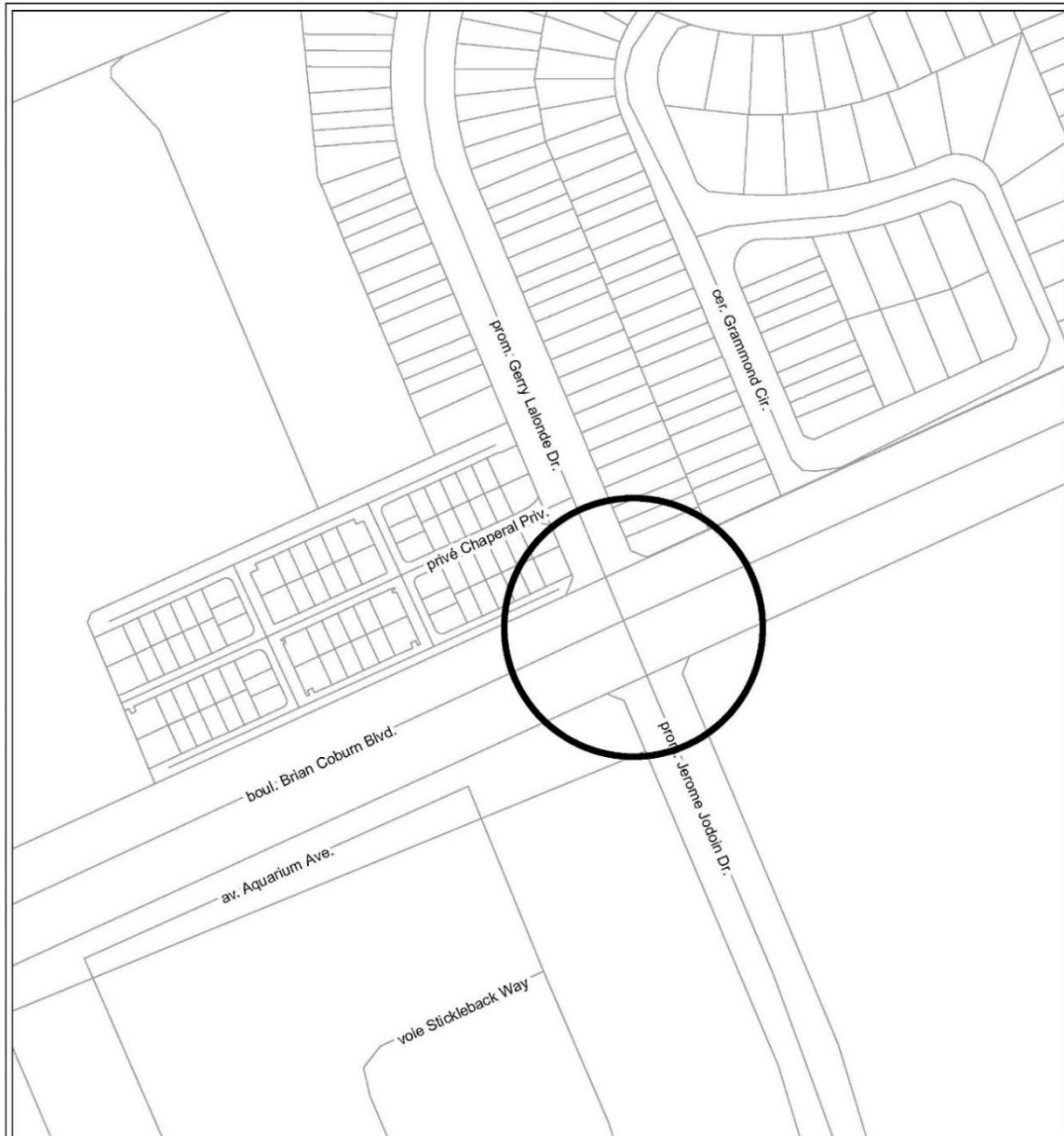
City will have an additional one to three years (one to three years from the year the project was identified in the 10-year plan) to make repayments. Only in this latter case will the City's portion of the payment be indexed beginning with the year the project was identified in the 10-year plan.



5. 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.
6. All development charges 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, City 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".
7. In the case where multiple Front-Ending Agreements are in force in the same area-specific Development Charge By-law, and the City has approved the front-ended works for development charge reimbursements, the front-enders will share in the distribution of development charge revenues on a pro-rata basis with other storm water 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 development charge By-law.
8. The capital project upset limits for engineering, project management, and contingency shall be the established rates set in accordance with the City's Development Charge By-laws and accompanying background studies, as amended.
9. 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 Development Charge 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 Development Charge By-laws and accompanying background studies.

10. 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.
11. Where a front-ender is eligible for development charge 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:
 - An invoice summarizing the front-ended works, and separate cost items, if applicable, for land, construction costs, engineering fees, project management fees, contingency fees, and applicable taxes.
 - 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.
12. 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.

13. No capital project identified outside of the Council approved 10- year long range capital plan, shown in the Development Charge 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 development charge 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 development charges.

Document 3 – Location Map



		LOCATION MAP / PLAN DE LOCALISATION FRONT ENDING AGREEMENT / ACCORD DE FINANCEMENT INITIAL	
D07-16-09-0018	18-2019-X	boul. Brian Coburn Boulevard and/et prom. Gerry Lalonde Drive/prom. Jerome Jodoin Drive D07-16-09-0018 Stage 6 (Phase 12)	
I:\CO\2018\FrontBrianCoburn_GerryLalonde			
<small>©Parcel data is owned by Teranet Enterprises Inc. and its suppliers. All rights reserved. May not be produced without permission. THIS IS NOT A PLAN OF SURVEY</small>		 <small>NOT TO SCALE</small>	
<small>©Les données de parcelles appartiennent à Teranet Entreprises Inc. et à ses fournisseurs. Tous droits réservés. Ne peut être reproduit sans autorisation. CECI N'EST PAS UN PLAN D'ARPENTAGE</small>			
REVISION / RÉVISION - 2018 / 12 / 10			