

REGULAR COUNCIL MEETING

MONDAY, MAY 3, 2021 AT 7:00 PM

COUNCIL CHAMBER, CIVIC ADMINISTRATION BUILDING

AGENDA

RECOMMENDATIONS

Please note that all recommendations contained in this agenda have been put forward by members of City Council or the Administration for City Council's consideration and debate.

1. Roll Call
2. Adoption of Agenda
3. Recognitions
4. Confirmation of Minutes

REGULAR

APRIL 19, 2021

- [Minutes - April 19, 2021.pdf](#)

5. Hearing of Presentations
6. Community Comments/Feedback
7. Hearing of Delegations

(A) STEVE MCMILLAN, VBJ DEVELOPMENTS LTD. - REZONING APPLICATION FOR 1501 MORELAND AVENUE

That the presentation by Steve McMillan of VBJ Developments with respect to rezoning application for 1501 Moreland Avenue be received.

- [Steve McMillan, VBJ Developments - 1501 Moreland Ave Rezoning.pdf](#)

8. Public Hearings

9. Communications & Petitions

10. Committee Reports

(A) AGE FRIENDLY COMMITTEE VERBAL MAY 3, 2021

11. Enquiries

12. Announcements

13. General Business

(A) ADDITIONAL FUNDING FOR FLOOD PROTECTION PROGRAM

That an additional \$200,000 be allocated to the 2021 Flood Protection Subsidy Program for the installation of sump pumps and backwater valves;

and further, that said funds be expended from the Water Distribution Reserve.

- [Additional Funding for Flood Protection Program.pdf](#)

(B) APPLICATIONS TO MUNICIPAL SERVICE DELIVERY IMPROVEMENT PROGRAM

That the following applications for the Province of Manitoba Municipal Service Delivery Improvement Program (MSDIP) be supported by the Council of the City of Brandon:

1. Fleet Services Operational Audit
2. Access Transit System Review
3. Cleaning Services Review

- [Applications to Municipal Service Delivery Improvement Program.pdf](#)

(C) CODE OF CONDUCT FOR CITIZEN APPOINTEES TO COUNCIL BOARDS, COMMISSIONS AND COMMITTEES

That the Code of Ethical Conduct for boards, commissions and committees be adopted whereby execution of same shall be required upon commencement of any term of office by all citizen members appointed to boards, commission and committees established by the Council of the City of Brandon.

- [Code of Ethical Conduct.pdf](#)

(D) LEAVE OF ABSENCE - COUNCILLOR R. BROWN

That an unpaid leave of absence until further notice by Councillor Ron Brown from his duties as councillor for the City Council be approved.

- [Leave of Absence - Councillor R. Brown.pdf](#)

(E) TENDER - 2021 CONTRACT B1 UNDERGROUND WORKS

That the low bid submitted by Allen & Bolack Excavating Ltd. to carry out 2021 Contract B1 – Underground Works, as per tender and specifications, at a cost of \$489,672.26 (net of GST) be accepted;

and further, that \$270,000 be authorized to be expended from the Water Distribution Reserve for the Victoria Avenue Watermain Valve Replacement project.

- [Tender - Contract B1 Underground Works.pdf](#)

14. By-Laws

NO. 7269 TO REZONE PART OF THE PROPERTY LOCATED AT 1501 MORELAND AVENUE FROM DEVELOPMENT RESERVE ZONE TO RESIDENTIAL MODERATE DENSITY, PARKS AND RECREATION AND OPEN SPACE ZONES
AMENDMENT, 2ND READING

That By-law No. 7269 to rezone part of the property at 1501 Moreland Avenue (Parcels 1/2, Plan 1694 BLTO) be amended as follows:

1. Under Section 1, deleting the words "RMD Residential Moderate Density and PR Parks and Recreation" and substituting therefor the words "RMD Residential Moderate Density, PR Parks and Recreation and OS Open Space"; and

2. By replacing Schedule A of By-law No. 7269 with Schedule A as attached to the report by the Senior Planner dated April 21, 2021.

That By-law No. 7269, as amended, be read a second time.

That third reading of this by-law be held in abeyance pending the owner or successor entering into a development agreement with the City of Brandon subject to the following conditions:

1. The Developer agrees to rezone and subdivide 62 residential lots, a public road and public reserve in general consistency with the attached site plan and plan of subdivision.
2. The Developer agrees, in accordance with the City of Brandon Oversized Infrastructure & Developer Reimbursement Parameter, to contribute towards the oversizing of future downstream land drainage infrastructure. Such payment is based on typical Public Sector Accounting Board unit prices for supply of materials, earthworks and engineering design costs. Calculation for loss of developable land area is determined using approved values as per the 2021 Fee Schedule for Money in Lieu of Public Reserve (Emerging Area). The total contribution is calculated below using a Class D estimate which includes a 30% contingency for the total contribution.

Materials	\$220,256.00
Earthworks	\$8,288.00
Engineering design costs	\$11,265.00
Loss of developable land area	\$1,885.00
Total contribution (30% contingency)	\$314,202.00

Such payment in the amount of \$314,202.00 shall be due in full at the time of execution of the development agreement. The Developer understands that as the oversized land drainage pond is not scheduled to be constructed in the City's 10-year Capital Plan that they will not be responsible to pay for as constructed material costs as stipulated in the Oversized Infrastructure & Developer Reimbursement Parameter.

3. The Developer agrees to construct an interim drainage pond and all associated ditching. The pond may be located on City property at a location to be approved by the City Engineer. The Developer will be required to submit design drawings as prepared by a professional engineer with such design being subject to review and acceptance by the City Engineer. The Developer will be responsible for all costs associated with design and construction of the interim drainage pond and associated ditching.

4. The Developer agrees that all easements are to be registered on all rear yard swales in series with the plan of subdivision; width of easement is to be to the acceptance of the City Engineer. Proof of registration is to be provided to Engineering prior to the issuance of a Construction Completion Certificate. Any swales that are to be constructed across multiple lots are to be constructed at the time of site servicing completion with sod at a minimum of 2 metres to each side of the property line.
5. The Developer agrees to dedicate, design and construct the public reserve lands, including a leisure greenspace and 3.0m treed buffer to the North of the Clare Ave right-of-way in accordance with the plan of subdivision. Completion of the public reserve lands shall include walkways, grading, sodding, trees, additional landscaping, and a play structure within the leisure greenspace. The design of all public reserve land shall be subject to the review and acceptance of the Director of Community Services.
6. The Developer agrees legally open, extend and construct a new public right-of-way as proposed as per the plan of subdivision and to extend all below and above ground municipal services for the right of way. The Developer will be required to submit design drawings as prepared by a professional engineer; such design is subject to review and acceptance by the City Engineer.
7. The Developer agrees to construct the extension of Moreland Avenue from the existing easterly dead-end of Moreland Avenue to Clare Avenue. The Developer further agrees to extend the water main within Moreland Avenue, completing a water main loop, from the north termination point approximately 130m north of Clare Avenue to the existing easterly water main dead-end within Moreland Avenue. Should the 130m of water main that is to be extended north of Clare Avenue not be installed as per obligations of the Developer to the east, the Developer agrees to construct the 130m water main from the intersection of Moreland Avenue and Clare Avenue up to the existing water main dead-end in Moreland Avenue. The Developer will be required to submit design drawings as prepared by a professional engineer; such design is subject to review and acceptance by the City Engineer.
8. The Developer agrees that in order to service the Lands with sewer service, the public sewer main extension must be made to a downstream private sewer main owned by the Monterrey Estates Mobile Home Park and as such, acknowledges the connection will be an interim measure until such time as the domestic wastewater trunk sewer identified in the North Brandon Gateway Secondary Plan is constructed. The Developer further agrees that prior to the connection, permission must be obtained from the property owner of the downstream private sewer main by way of a statutory easement agreement.

The Developer will be responsible to facilitate execution of a statutory easement agreement between the City and the property owner and thereafter, to register the statutory easement agreement on all properties affected by the easement. Evidence of registration will be required prior to the issuance of the accepted construction drawings.

9. The Developer further agrees to provide a sealed technical memorandum from the consulting engineer confirming the downstream private sewer is sufficient to handle the proposed increase in wastewater discharge.
10. The Developer will be required to pay a cash-in-lieu contribution towards 62 boulevard trees. The amount of the contribution of trees will be calculated at the time of execution of the development agreement and based upon the City's tree contract pricing for the current year. Payment in full will be required at the time of execution of the development agreement.
11. The Developer will be required to provide a landscaping plan showing the location of 62 boulevard trees. The species will be determined by the City of Brandon at the time of planting.
12. The Developer agrees to provide written confirmation that necessary arrangements have been made for postal service and that the pick-up/drop-off location of the community mailbox has been determined between the Developer and Canada Post, to the approval of Canada Post.
13. The Developer acknowledges the site will be subject to development charges. Network Infrastructure charges of \$89,761.93 (2021 rate) are due upon the execution of the development agreement in accordance with Schedule B-3 of the Development Charges By-law. Additional development charges will be charged against any future buildings and will be applied at the time of issuance of a building permit.
14. The Developer agrees, prior to the issuance of the subdivision certificate of approval to contribute to the Brandon School Division in lieu of land dedication.
15. The Developer agrees to complete a Heritage Resources Impact Assessment through a qualified archaeological consultant to the satisfaction of Manitoba Historic Resources Branch.
16. The Developer agrees to provide the City with a Detailed Cost Estimate for all work proposed to be completed within the City's right-of-way. The Detailed Cost Estimate is to be prepared by the Developer's Consulting Engineer and is submitted to review and acceptance by the City Engineer.

17. The Developer will be responsible to submit an Irrevocable Letter of Credit totalling 15% of the Detailed Cost Estimate. Submission of the Letter of Credit is required prior to the issuance of a development permit.

And that Administration be authorized to prepare a Development Agreement containing all conditions and requirements to protect the City's interests in accordance with any procedures, policies, by-laws and Acts.

- [By-law No. 7269 - to rezone 1501 Moreland Avenue.pdf](#)

NO. 7296 TO REZONE PROPERTIES LOCATED AT 1528 AND 1534 PRINCESS AVENUE AND 211 – 16TH STREET FROM RESIDENTIAL LOW DENSITY AND COMMERCIAL GENERAL ZONES TO DOWNTOWN MIXED USE ZONE
2ND READING

That By-law No. 7296 to rezone properties located at 1528 & 1534 Princess Avenue and 211 - 16th Street (Ely 80 feet of Lots 21 to 24 both inclusive and Lot 25 Exc the Sly 13 feet, Block 49, Plan 2 BLTO) from Residential Low Density (RLD) and Commercial General (CG) zones to Downtown Mixed Use (DMU) zone be read a second time.

That third reading of this by-law be held in abeyance pending the owner or successor entering into a development agreement with the City of Brandon subject to the following conditions:

1. The Developer agrees to develop 14 residential units in general consistency with the attached site and elevation plans.
2. The Developer agrees that services are to be no closer than 3.0m to the adjacent building foundation and a minimum of 3.0m from the south site line of 211 - 16th Street. Should the water service exceed 50mm, water servicing is to be obtained by way of water main extension within Princess Avenue.
3. The Developer agrees to provide the City with evidence of an Easement Agreement being registered on all affected titles should it be required to facilitate water and domestic sewer services by way of a proposed service corridor. Prior to the issuance of a development permit, the Developer agrees to have their Consulting Engineer provide a plan for excavation and installation of services within the service corridor.
4. The Developer agrees to enter into a Conforming Construction Agreement with the City of Brandon and the property owner of 1540 Princess Avenue for the continual access of 1540 Princess Avenue off 16th Street.

5. The Developer agrees to contribute \$623.03 for cash in lieu of land dedication of public reserve. This contribution is due in full upon execution of the development agreement.
6. The Developer agrees to contribute to the Brandon School Division in lieu of land dedication in the amount of \$2,835.00.

And that Administration be authorized to prepare a Development Agreement containing all conditions and requirements to protect the City's interest in accordance with any procedures, policies, by-laws or Acts.

- [By-law No. 7296 - to rezone 1524 and 1538 Princess Avenue and 211 - 16th Street.pdf](#)

15. Giving of Notice
16. Adjournment

Original Signed By
H. Ewasiuk

H. Ewasiuk
City Clerk