

REGULAR COUNCIL MEETING

MONDAY, MAY 17, 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.**

**DECLARATION OF CIVIC OFFICE**

**Prior to the commencement of the meeting, Councillor-Elect Sunday Frangi, representing the Meadows-Waverly Ward, will be sworn into office and immediately thereafter, given an opportunity to address member of City Council and the public.**

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

REGULAR

MAY 3, 2021

- [Minutes - May 3, 2021.pdf](#)

5. Hearing of Presentations
6. Community Comments/Feedback
7. Hearing of Delegations
8. Public Hearings
9. Communications & Petitions

10. Committee Reports
11. Enquiries
12. Announcements
13. General Business

(A) INTERIM COUNCIL APPOINTMENTS TO BOARDS AND COMMITTEES

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That in accordance with Subsections 15(c) and (d) of Organizational By-law No. 6650, the following interim appointments be and are hereby made to the following boards and committees with terms of office to expire November 15, 2021:

Building Standards & By-law Compliance Committee  
Councillor Sunday Frangi (Alternate)

Grants Review Committee  
Councillor Sunday Frangi

Taxi Appeal Committee  
Councillor Barry Cullen  
Councillor Sunday Frangi  
Mayor Rick Chrest (Alternate)

Brandon General Museum & Archives Inc. Board  
Councillor Shawn Berry  
Councillor Sunday Frangi

Western Manitoba Regional Library Board  
Councillor Jeff Fawcett

Age Friendly Committee  
Councillor Barry Cullen

- [Interim Council Appointments to Boards and Committees.pdf](#)

14. By-Laws

NO. 7269 TO REZONE PROPERTY LOCATED AT 1501 MORELAND AVENUE FROM DEVELOPMENT RESERVE TO RESIDENTIAL MODERATE DENSITY, PARKS AND RECREATION AND OPEN SPACE ZONES  
AMENDMENT AND SECOND READING

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That By-law No. 7269 (Z-01-21) to rezone 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 with Schedule A of By-law No. 7269 as attached to the report by Andrew Mok 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. The development will consist of two phases, Phase 1 of 34 lots and Phase 2 of 28 lots as identified on the attached phasing plan.
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.

|                               |              |
|-------------------------------|--------------|
| Materials                     | \$220,256.00 |
| Earthworks                    | \$8,288.00   |
| Engineering design costs      | \$11,265.00  |
| Loss of developable land area | \$1,885.00   |
| Total contribution            | \$241,694.00 |

Such payment in the amount of \$241,694.00 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. Should the Developer wish for their interim pond earthworks to contribute towards their earthworks oversizing contribution, they are to submit a written request to the City Engineer for review and acceptance. If it is determined that the interim pond earthworks contribute towards the ultimate oversizing earthworks, the developer is to be issued a proportional refund of their earthworks oversizing contribution. Refund may not exceed the contribution amount.
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. Upon registration, the City requires a copy of the registered easement for record purposes.
5. The Developer agrees to dedicate, design and construct the public reserve lands, including a leisure greenspace and 3m 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 Parks & Recreation.
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 complete a loop of Moreland Avenue, for both road and watermain, from the existing dead end of Moreland Avenue to the intersection of Clare Avenue and Mockingbird Drive.
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 Monterey 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 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 agrees to plant all boulevard trees and provide to the City a landscape plan identifying the location of all proposed boulevard trees to be planted by the Developer on the Lands as per the City of Brandon Urban and Landscape Design Standards Manual. The Developer further agrees to adhere to the approved landscaping plan and is required to notify the City at the end of each planting season to inspect the trees and commence the warranty process.
11. 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 mail box has been determined between the Developer and Canada Post, to the approval of Canada Post.
12. 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.
13. 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.

14. The Developer agrees to complete a Heritage Resources Impact Assessment through a qualified archaeological consultant to the satisfaction of Manitoba Historic Resources Branch.
15. 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 submit to review and acceptance by the City Engineer.
16. 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 - Rezone 1501 Moreland Ave.pdf](#)

NO. 7293 TO REZONE PROPERTY LOCATED AT 733 – 17TH STREET EAST FROM DEVELOPMENT RESERVE TO INDUSTRIAL GENERAL ZONE  
3RD READING

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That By-law No. 7293 to rezone property located at 733 17th Street East (Lots 13 to 18 both inclusive, Block 17, Plan 285 BLTO, and Parcel "A", Plan 65155 BLTO) from DR Development Reserve to IG Industrial General be read a third and final time.

- [By-law No. 7293 - Rezone 733 - 17th Street East.pdf](#)

NO. 7303 TO REZONE PROPERTY BEING THE CLOSED PUBLIC LANE LOCATED AT THE PERIMETER OF 25 – 20TH STREET FROM RESIDENTIAL LOW DENSITH TO RESIDENTIAL MODERATE DENSITY ZONE  
1ST READING

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That By-law No. 7303 to rezone property located at the closed lane Block 10 Plan 15 BLTO (Title No. 2569948) from Residential Low Density (RLD) to Residential Moderate Density (RMD) be read a first time.

- [By-law No. 7303 - Rezone Closed Lane located at perimeter of 20 - 25th Street.pdf](#)

NO. 7306 TO REZONE PROPERTY LOCATED AT PART OF 1901 – 34TH STREET, 1906 – 26TH STREET  
AND 1955 – 34TH STREET FROM AGRICULTURAL GENERAL TO RESIDENTIAL LOW  
DENSITY ZONE  
1ST READING

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That By-law No. 7306 to rezone property located at part of 1955 - 34th Street, 1906 - 26th Street, and 1901 - 34th Street (Pt. SW ¼ 10-10-19 WPM and Parcel A, Plan 1618 BLTO, and Lots 2&4, Plan 1731 BLTO) from Agricultural General (AG80) to Residential Low Density (RLD) be read a first time.

- [By-law No. 7306 - Rezone Property Located at 1901 - 34th Street, 1906 - 26th Street and 1955 - 34th Street.pdf](#)

15. Giving of Notice

16. Adjournment

*Original Signed By*  
*H. Ewasiuk*

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H. Ewasiuk  
City Clerk