

REGULAR COUNCIL MEETING

MONDAY, JULY 12, 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

JUNE 21, 2021

- [Minutes - June 21, 2021.pdf](#)

SPECIAL

JUNE 28, 2021

- [Minutes - Special Meeting -June 28 2021 - Tender for Contract A1 Roadbuilding Works.pdf](#)

5. Hearing of Presentations

(A) BARRY COOPER, BRANDON CHAMBER OF COMMERCE - SUPPORT FOR BRANDON ECONOMIC RESTART PROGRAM

That the presentation by Barry Cooper on behalf of the Brandon Chamber of Commerce with respect to support for the Brandon Economic Restart Program be received.

- [Delegation Request - Brandon Economic Restart Program - July 12, 2021.pdf](#)

(B) STEVE MCMILLAN, VBJ DEVELOPMENTS LTD. - CONDITIONS OF DEVELOPMENT AGREEMENT FOR SUBDIVISION OF 1955 - 34TH STREET, 1906 - 26TH STREET AND 1901 - 34TH STREET

That the presentation by Steve McMillan on behalf of VBJ Developments Ltd. with respect to the conditions of the development agreement for the subdivision of 1955 - 34th Street, 1906 - 26th Street, and 1901 - 34th Street be received.

- [Delegation Request - Development Agreement for Bellafield Subdivision.pdf](#)

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) PANDEMIC ECONOMIC RECOVERY BUSINESS GRANT REIMBURSEMENT PROGRAM

That City of Brandon Administration be authorized to enter into a partnership agreement with the Brandon Chamber of Commerce to deliver a Brandon Economic Restart Program for businesses operating within the City of Brandon as proposed by the Brandon Chamber of Commerce, with a maximum of \$250,000 made available from the funds the Municipality received through the COVID-19 Safe Restart Relief Funding Program.

- [Brandon Economic Restart Program.pdf](#)

(B) PARK COMMUNITY CENTRE

That Park Community Centre be demolished;

And further that Administration proceed with a Request For Proposals for greenspace redevelopment detailed design in 2021, with redevelopment to take place in 2022.

- [Park Community Centre.pdf](#)

(C) REQUEST FOR EXTENSION OF CITY SERVICES/UTILITIES BEYOND CITY LIMITS - R.M. OF CORNWALLIS O/B/O VBJ DEVELOPMENTS LTD.

That City Council in principle approve the extension of water service to the property located at NE ¼ 4-10-19 WPM in the RM of Cornwallis (the lands), subject to Administration negotiating a service sharing agreement with the RM of Cornwallis (the RM) and VBJ Developments Ltd (the Developer), including but not limited to the following conditions:

1. The RM and Developer agree to support a request by the City of Brandon to the Province of Manitoba to annex the lands (including current undeveloped lands) as shown on Schedule A into the City of Brandon free of any conditions, with the annexation to be completed within five (5) years from the date of executing this agreement or prior to any future development plan amendment, subdivision, or rezoning occurring on the lands.
2. The RM agrees that when the lands are annexed into the City 100% of the municipal taxes will be paid to the City. Prior to annexation tax revenues will remain with the RM of Cornwallis.
3. The Developer agrees to design, construct, and maintain the water line to service the lands at their sole cost until a permanent water line is constructed to service the lands.
4. The Developer is responsible for any flow tests as part of a sewer and water permit, or upgrades to the water network to ensure volumes and pressure are sufficient to service the development.
5. The Developer agrees to submit as-built drawings of the installed water main to the City of Brandon and the RM upon completion.
6. The Developer agrees to decommission the water line and connect to the permanent City connection when available.
7. The RM and Developer agree that development charges be paid to the City of Brandon equivalent to development charges in the City of Brandon at the time of execution of this agreement for permits previously issued by the Keystone Planning District for the indoor hockey rinks recreational use; and prior to the issuance of any future building permits for the use on the lands.

8. The Developer agrees to pay water utility rates to The City of Brandon.

And that Administration report back to City Council with the final agreement for review and consideration.

- [Request for Extension of City Services - RM of Cornwallis.pdf](#)

(D) APPLICATION TO SUBDIVIDE 22 - 20TH STREET, 21 - 21ST STREET AND 1820 PACIFIC AVENUE (HALO HOLDINGS LTD.)

That the application to subdivide 22 – 20th Street, 21 – 21st Street, and 1820 Pacific Avenue (Parcels A, B and C, Plan 48739 BLTO; All closed lanes in Block 11 with Title No. 46829; Parcels A and C, Plan 35917 BLTO) and open a public road in the Industrial Restricted (IR) and Residential Low Density (RLD) Zones, be approved subject to the following conditions:

1. The owner or successor submitting written confirmation to the City of Brandon Planning & Buildings Department that arrangements have been made for an easement agreement and Plan of Easement to the satisfaction of Centra Gas Manitoba, and registering the easement agreement along with the easement plan, if required, in series with the plan of survey.
2. The owner or successor entering into a development agreement with the City of Brandon with the following conditions:
 - a. The Developer acknowledges the City of Brandon will not be maintaining or improving the newly opened 20th Street right-of-way stub until such time as the right-of-way is to be extended to the future extension of Pacific Avenue, which at such time, the City will improve the right-of-way to a full urban section.
 - b. The Developer acknowledges the public is entitled to utilize the newly opened 20th Street right-of-way for vehicle turnaround.
 - c. The Developer agrees to enter into an Easement Agreement with the City of Brandon to allow for the existing overland storm drainage to continue to drain onto the portion of 21 – 21st Street from adjacent properties located at 30 – 20th Street and 25 – 21st Street. The Developer also agrees this easement shall also include and secure the existing public underground storm sewer drainage pipes located on the southwest corner of 22 – 20th Street and the portion of 21st Street that is to be consolidated with 22 – 20th Street. The easement agreement will be registered in series with the Plan of Subdivision.

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.

- [Application to Subdivide 22 - 20th Street, 21 - 21st Street, and 1820 Pacific Avenue.pdf](#)

(E) APPLICATION TO SUBDIVIDE LAND EAST OF 18TH STREET NORTH AND SOUTH OF THE ASSINIBOINE RIVER

That the application to subdivide lands bound by 14th Street North, McGregor Avenue, 18th Street North and the Assiniboine River (Blocks 2/4 & 6/7, Plan 325 BLTO and lane Plan 246 BLTO) to create two (2) parcels in the OS Open Space Zone be approved.

- [Application to Subdivide property located east of 18th Str North and South of Assiniboine River.pdf](#)

(F) APPLICATION TO SUBDIVIDE 1955 - 34TH STREET, 1906 - 26TH STREET AND 1901 - 34TH STREET (VBJ DEVELOPMENTS LTD.)

That the application to subdivide a portion of 1955 – 34th Street, 1906 – 26th Street, and 1901 – 34th Street (Pt. SW ¼ 10-10-19 WPM, Parcel A, Plan 1618 BLTO, and Lots 2 & 4, Plan 1731 BLTO) to create sixty-three (63) bare land condominium lots, and extend a portion of public road (Chipperfield Drive) in the Residential Low Density (RLD) zone, be approved subject to the following conditions of the owner or successor:

1. Entering into a development agreement with the City of Brandon, to be registered in series with the subdivision, with the following conditions:
 - a. The Developer agrees to develop 63 bare land condominium units, common element and public right-of-way in general consistency with the attached site and elevation plans.
 - b. The Developer agrees to contribute \$437,225.00 towards 50% of the estimated cost of developing 26th Street from the future intersection of Maryland Avenue and 26th Street south along the easterly property line of the proposed subdivision. Such contribution shall include 190 meters of curb, sidewalk, boulevard, street lights, a multi-use path way and trees. Payment shall be required in full upon execution of the development agreement.

- c. The Developer agrees to legally open, extend and construct the new public right-of-way of Chipperfield Drive as proposed on 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.
- d. The Developer agrees to connect the new extension of Chipperfield Drive to the existing 26th Street to provide a connection to the properties at 2025- 26th Street and 2059-26th Street. The road surface from the extension of Chipperfield Drive to 26th Street can be gravel surface and 7.3 meters in width excluding shoulders. The subgrade must be designed to accommodate the B12 design vehicle. The Developer agrees to provide safe and adequate public access at all times during construction.
- e. The Developer agrees to enter into an Easement Agreement with the City of Brandon allowing access for the properties of 2025-26th Street and 2059 – 26th Street over the Developer's private land. Such Easement Agreement will be required to be registered in series with the Plan of Subdivision.
- f. The Developer agrees to block off the existing section of 26th Street between the north limit of the new intersection where the gravel portion of Chipperfield Drive connects to 26th Street and the south limit of the driveway of 1905-26th Street in order to restrict vehicle traffic along this portion of 26th Street. The Developer agrees to block off this road by installing immovable barricades such as jersey barriers.
- g. The Developer agrees to construct an emergency access to the Lands by way of the existing 26th Street through the proposed new private street in this subdivision area. The Developer agrees this connection shall be blocked to all public and construction vehicles at all times and further agrees to install bollards or a gate. This access shall only be accessible to the Brandon Fire & Emergency Services by way of key to the bollards or gate.
- h. The Developer agrees to dedicate a 4m x 10m portion of land in the NE corner of the Lands as right-of-way to accommodate the construction of a future roundabout intersection at the corner of 26th Street and Maryland Avenue. Such dedicated land shall be shown on the Plan of Subdivision.

- i. The Developer agrees to use Patricia Avenue, south of the Lands, for construction access. When conditions warrant and as approved by the City Engineer, the Developer will be allowed to access the subdivision via Maryland entering from 18th Street. A construction access plan is to be reviewed and accepted by the City Engineer prior to the issuance accepted design drawings.
- j. The Developer agrees to extend and construct a wastewater main from Marquis Crescent south east through the public reserve and south into the Maryland Avenue and 26th Street right-of-way in order to service the Lands. 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.
- k. The Developer agrees that any surface restoration within the right-of-way required as a result of construction is to be brought to that of a pre-development condition including non-typical surfacing materials.
- l. The Developer agrees all stormwater runoff generated by the development is to be directed towards the existing Bellafield stormwater pond. Any interim conveyance measures are to remain private. Design is to be reviewed and accepted by the City Engineer.
- m. The Developer agrees that should any private lots be designed to convey shared drainage with the use of swales, easements are to be registered on all affected private lots. Such easements will be required to be registered in series with the Plan of Subdivision.
- n. The Developer agrees to enter into a Private Sewer and Water Agreement with the City of Brandon regarding private servicing of the condominium development. The Private Sewer and Water Agreement will be required to be registered in series with the Plan of Subdivision.
- o. Should any private hydrants be installed on private property, all costs associated with the general maintenance and up keep are the sole responsibility of the condominium corporation. The Developer further agrees that only City employees and those people with written authorization from the City Engineer, will operate said hydrant(s).
- p. The Developer will be required submit a landscaping plan and to plant boulevard trees in the City right-of-way as per the City's Urban and Landscape Design Standards Manual. Boulevard trees are subject to a one year warranty period.

- q. The Developer agrees to update their neighbourhood plan to include an additional public reserve land dedication proportionate to 10% of the additional gross land area added to the Neighbourhood Plan.
- r. Within one year of executing the development agreement or prior to application for the next subdivision/rezoning in the Bellafield Neighbourhood Plan, the Developer agrees to submit an updated Neighbourhood Plan with supporting engineering studies for review by City administration and approval by City Council.
- s. 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.
- t. The Developer acknowledges the site will be subject to development charges. Network Infrastructure charges of \$129,113.92 (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.
- u. 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. Payment of and receipt will be required prior to issuance of accepted design drawings.
- v. The Developer agrees to provide the City with a Detailed Class B 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.
- w. The Developer will be responsible to submit an Irrevocable Letter of Credit totaling 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.

2. Providing written confirmation to the City of Brandon Planning & Buildings Department that taxes for the property to be subdivided, for the current year plus any penalty, interest and arrears, have been paid in full or arrangements must be made satisfactory to Brandon City Council.
3. Submitting written confirmation to the City of Brandon Planning & Buildings Department that arrangements have been made for a joint Blanket Easement Agreement and Plan of Easement to the satisfaction of Manitoba Hydro, BellMTS, Westman Communications Group, and registering the easement agreement along with the easement plan, if required, in series with the plan of subdivision.
4. Submitting a street name to the City of Brandon Planning & Buildings Department for review and approval by City Council.
 - [Application to Subdivide 1955 - 34th Street, 1906 - 26th Street, and 1901 - 34th Street - Bellafield.pdf](#)

(G) APPLICATION TO THE CANADA COMMUNITY REVITALIZATION FUND

That the Council of the City of Brandon support the Art Gallery of Southwest Manitoba's (AGSM) application to the Canada Community Revitalization Fund for the design and construction of a new direct street entrance, foyer, and elevator;

And further, that pending funding through the Canada Community Revitalization fund, the City of Brandon commits to funding 25% up to \$250,000 in the 2022 budget year for the construction of a direct street access to the library/arts building at 710 Rosser Avenue in Brandon Manitoba.

- [Application to the Canada Community Revitalization Fund.pdf](#)

14. By-Laws

NO. 7302 SOUTHEAST BRANDON SECONDARY PLAN
AMENDMENTS, 2ND and 3RD READINGS

That Schedule A of By-law No. 7302 to adopt the Southeast Brandon Secondary Plan be amended by:

1. Adding the following immediately after Policy 1.5.5, and renumbering subsequent policies accordingly:

“1.5.6 The Accessibility for Manitobans Act

The Accessibility for Manitobans Act legislates minimum standards to ensure and improve accessibility for all persons, including but not limited to service and the built environment.”;

2. Adding the following immediately after Policy 2.4.2.2:

“2.4.2.3 Leisure greenspaces shall include space for the potential establishment of community gardens by community groups or non-profit organizations in collaboration with the City of Brandon. Design considerations for community gardens shall include parking requirements, connectivity, density of adjacent land uses, barrier-free accessibility, soil quality, and sun exposure.”;

3. Deleting Policy 3.1.2 in its entirety and substituting therefor as follows:

“3.1.2 All modes of transportation, including but not limited to vehicular, pedestrian and multimodal traffic within the Secondary Plan area shall be developed in accordance with Appendix D - Southeast Brandon Secondary Plan Area: Traffic Impact Study, including the recommendations for the internal street network, intersections treatment and improvements, multi-use trail locations and pedestrian crossing controls. Should there be proposed deviations from the assumptions used in Appendix D at the neighbourhood plan or development permit phases, the developer shall be responsible for supplementing the traffic impact study with any required study as determined by the City.”;

4. Under Policy 3.2.7, adding “, barrier-free” immediately after the word “convenient”;
5. Under Policy 3.2.8, adding “and barrier-free” immediately after the word “accessible”;
6. Adding the following immediately after Policy 4.4.1, and renumbering subsequent policies accordingly:

“4.4.2 Notwithstanding Policy 4.1.3, the City may approve interim drainage measures until such time that the ultimate land drainage network is completed. Any interim drainage measures undertaken by a developer does not preclude the developer from contributing towards the ultimate land drainage network. The developer is also responsible for all costs associated with connecting to the ultimate land drainage network once the infrastructure is installed.”;

7. Under Policies 5.1.1 and 5.1.2, deleting the word "should" and substituting therefor the word "shall".

That By-law No. 7302, as amended, be read a second time.

That the by-law be read a third and final time.

- [By-law No. 7302 - Southeast Brandon Secondary Plan.pdf](#)

NO. 7303 REZONE THE PROPERTY BEING THE CLOSED LANE LOCATED AT THE PERIMETER OF 25
– 20TH STREET FROM RESIDENTIAL LOW DENSITY ZONE TO RESIDENTIAL MODERATE
DENSITY ZONE
2ND READING

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 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 a 12-plex multi dwelling-unit residential building in general consistency with the attached site plan;
2. The Developer agrees to construct a sidewalk along 20th Street for the entire length of the property;
3. The Developer agrees to enter into a statutory easement agreement with the City of Brandon for public drainage being conveyed from the 1900 block of Rosser Avenue over the legally closed portion of lane;
4. The Developer agrees to provide a servicing assessment, prepared by a professional engineer, demonstrating there is sufficient water and sewer capacity available within the existing system. Such submission shall accompany the design drawings at the time of development permit;
5. The Developer agrees to contribute \$970.42 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 \$2,430.00;
7. The Developer agrees to provide 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;
8. The Developer will be responsible to submit a certified cheque totalling 25% of the Detailed Cost Estimate. Submission of the certified cheque 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. 7303 - Rezone closed lane located at perimeter of 25 - 20th Street.pdf](#)

NO. 7306 REZONE PROPERTY LOCATED AT PART OF 1901 – 34TH STREET, 1906 – 26TH STREET AND 1955 – 34TH STREET FROM AGRICULTURAL GENERAL ZONE TO RESIDENTIAL LOW DENSITY ZONE
2ND & 3RD READINGS

That By-law No. 7306 to rezone property located at a part of 1955 - 34th Street, 1906 - 26th Street, and 1901 - 34th Street (Pt. WE 1/4 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 second time.

That the by-law be read a third and final time.

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

NO. 7307 TO AMEND BUILDING BY-LAW NO. 7258 – FIRE SAFETY REQUIREMENTS
2ND & 3RD READINGS

That By-law No. 7307, to amend Building By Law No. 7258 with respect to fire safety requirements be read a second time.

That the by-law be read a third and final time.

- [By-law No. 7307 - Amend Building By-law No. 7268 - Fire Safety Requirements.pdf](#)

NO. 7308 PLASTIC BAG REDUCTION BY-LAW
1ST READING

That By-law No. 7308, being the Plastic Bag Reduction By-law, be read a first time.

- [By-law No. 7308 - Plastic Bag Reduction By-law.pdf](#)

15. Giving of Notice

16. Adjournment

Original Signed By
H. Ewasiuk

H. Ewasiuk
City Clerk