

REGULAR COUNCIL MEETING

MONDAY, MAY 2, 2022 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, 2022

- [April 19, 2022.pdf](#)

5. Hearing of Presentations

(A) MICHÈLE LETOURNEAU – BRANDON URBAN ABORIGINAL PEOPLES' COUNCIL UPDATE

That the presentation by Michèle LeTourneau with respect to an updated on the Brandon Urban Aboriginal Peoples' Council be received.

- [Presentation Request - Michele LeTourneau - BUAPC Update.pdf](#)

(B) JANE NEIL - YEAR OF THE GARDEN

That the presentation by Jane Neil with respect to an update on the Year of the Garden be received.

- [Delegation Request - Jane Neil - Year of the Garden.pdf](#)

1. The Developer agrees to construct a commercial building on the lands in general consistency the intensity of use as shown on the site plan attached as Schedule B-4.
2. The Developer agrees to, within one year from the date of execution of the Development Agreement, apply for and register a Plan of Subdivision for the residual lands (Lot 2), as per Schedule A, which will include the dedication of a public road for the future extension of Quail Ridge Drive to Mockingbird Drive to the north.
3. The Developer agrees that, should they fail to apply for and complete the Plan of Subdivision within one year, the City shall apply for and register a Plan of Public Road Opening for the Quail Ridge Drive extension at no cost to the City. The Developer further agrees to provide authorization to the City to act on their behalf as land owner for all aspects of the public road opening process. The City reserves the option to alter the road design as per the alignment and conceptual design as approved in the Braecrest Functional Design, attached as Schedule B-9, within the limits of the road plan right-of-way.
4. The Developer agrees, upon application of the Plan of Subdivision for the residual lands (Lot 2), to enter into a further development agreement that will outline all terms and conditions of development for the residual lands (Lot 2).
5. The Developer agrees that, should an alternative Quail Ridge Drive extension alignment be proposed from the alignment attached as Schedule B-9, the alternative alignment must include a minimum road right-of-way width of 20m. The Developer further agrees to design and construct the public road and all associated infrastructure as required by the City of Brandon. Such design will be subject to the review and acceptance of the City Engineer.
6. The Developer agrees to complete all community consultation for any alternative road alignment, and submit a consultation report to the City prior to the public hearing being scheduled.
7. The Developer agrees to provide the City a deposit of ten thousand dollars (\$10,000.00), which will be held in a reserve account, to cover the cost of any future Plan of Public Road Opening should the City need to initiate the process. Should the Developer successfully complete the Plan of Subdivision as required by this Development Agreement, the City will refund the deposit of ten thousand dollars (\$10,000.00) back to the Developer at the time of execution of the Development Agreement for the residual lands (Lot 2). The refunded deposit will not include any interest that may have accrued.

8. The Developer agrees that no development and/or building permits will be issued for the residual lands (Lot 2) until such time as the extension of Quail Ridge Drive to Mockingbird Drive to the north has been successfully registered with Teranet Manitoba to legally open the public road.
9. The Developer agrees to pay development charges in the amount of \$129,349.35 for 1.924 hectares of net developable land. At the time of the building permit(s) for the residual lands (Lot 2), development charges charged at the time of building permit will be reduced by an amount equaling the total land dedicated for the public road extension, as determined by the Plan of Subdivision/Public Road Opening and for municipal drainage, as determined by the Plan of Subdivision and/or Drainage Easement. Such reductions will be calculated at the same charge rate used to determine the initial development charge contribution.
10. The Developer agrees to accommodate existing overland drainage runoff from the Mockingbird Drive right-of-way. Should it be determined through detailed design that drainage from Mockingbird Drive into Lot 1 must remain permanently, the Developer agrees to enter into a drainage easement with the City in accordance with the accepted grading and drainage plan.
11. The Developer agrees to disconnect all existing servicing within the residual lands (Lot 2) as per the Water and Wastewater By-law.
12. The Developer agrees to decommission all private wastewater collection systems, within both Lots 1 & 2, as per provincial regulations including but not exclusive to the Onsite Wastewater Management Systems Regulation.
13. The Developer agrees to provide written confirmation from Manitoba Infrastructure that drainage has been approved. The Developer is further required to provide Manitoba Infrastructure with the sufficient information to ensure drainage from this development would not adversely affect the provincial highway system. All costs of the associated study and any revisions to the highway drainage system directly associated with this proposed development will be the financial responsibility of the developer.
14. 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.

- [Application to Subdivide 1307 - 18th Street North.pdf](#)

(B) TENDER - SITE PREPARATION FOR MULTI-SPORT COURT AND PAVING WORKS

That the bid from Zenith Paving Ltd. be accepted to carry out the work for the Site Preparation for Multi-Sport Court & Paving Works as per tender and specifications for the total bid price of \$525,097.83 (net of GST);

and further, that \$65,000 for the Riverview Curling Club parking lot rehabilitation be expensed to Engineering Operations with an offsetting transfer from the Capital Development Reserve.

- [Tender - Site Preparation for Multi-Sport Court Facility.pdf](#)

(C) INTERIM APPOINTMENT TO THE PLANNING COMMISSION

(D) INTERIM APPOINTMENT TO THE AGE FRIENDLY COMMITTEE

14. By-Laws
15. Giving of Notice
16. Adjournment

Original Signed By
H. Ewasiuk

H. Ewasiuk
City Clerk