

CITY OF BRANDON PLANNING COMMISSION

REGULAR MEETING

Wednesday, April 5, 2017 - 7:00 p.m.

Council Chambers - City Hall

AGENDA

1.0 Roll Call

2.0 Adoption of Agenda

3.0 Confirmation of Minutes

4.0 Public Hearing

a. CONDITIONAL USE/VARIANCE

439 Kirkcaldy Drive

Owner: RDJ Developments

Applicant: YBR Drafting & Design

Following receipt of all representation, it is the recommendation of the Planning, Property & Buildings Department:

1. That the Public Hearing for Conditional Use Applications C-01-17-B & C-03-17-B and Variance Application V-01-17-B at 439 Kirkcaldy Drive be concluded.
2. That Variance Application V-01-17-B to vary the City of Brandon Zoning By-law Part III, Division VII, Clause 69.(d)(3) to allow a first floor elevation below the design flood level; and too vary Part III, Division VII, Clause 69.(d)(4) to allow a finished grade elevation below the design flood level be approved at 439 Kirkcaldy Drive in accordance with the intent of the application "Attachment A-1", the attached letter of intent "Attachment A-2" and the attached site plan "Attachment B-2.
3. That Conditional Use Applications C-01-17-B and C-03-17-B to allow for semi-detached dwelling units in the RSD zone be approved at 439 Kirkcaldy Drive in accordance with the intent of the application "Attachment A-1", the attached letter of intent "Attachment A-2" and the attached site plan "Attachment B-2", subject to the owner or successor, prior to the issuance of a building permit, entering into a development agreement with the City of Brandon that includes the following supplementary conditions:
 - a. That the agreement be specific to the site plan submitted for the construction of two semi-detached homes and one single family home and attached to this agreement as Schedule B. Any variation of

the plan may require the Developer to obtain approval from Brandon City Council who may request additional public input and amendment to the agreement.

- b. To contribute to the City the amount of \$7,000 which represents \$1400 per dwelling unit developed on the Lands as the Developer's contribution to the future upgrade of the lift station servicing the North Hill area, with this development being 5 dwelling units. It is agreed that the payment, in whole, will be payable to the City by the Developer upon signing of this agreement and will be held in a reserve account until such time as the upgrades are required;
- c. To pay to the City of Brandon cash-in-lieu of public reserve dedication in the amount of \$594.73. Such payment will be required prior to execution of this development agreement by the City of Brandon;
- d. To provide to the City of Brandon confirmation of payment to Brandon School Division for cash-in-lieu of land dedication. Such confirmation will be required prior to the issuance of any development and/or building permits;
- e. That should any hydro poles, light standards and/or trees located in the City boulevard or right-of-way be required to be relocated or removed at the time of construction, the responsibility and cost of same will be solely borne by the developer and as such, all restoration to the City boulevard and/or right-of-way resulting from the work shall conform to the latest edition of the City of Brandon, Standard Construction Specifications.
- f. That the Lands are located within an area of the City which is subject to flooding.
- g. That the Developer shall assume full responsibility for undertaking any due diligence investigations and inquiries with respect to the Lands as deemed necessary by the Developer (as well as the expenses incurred for such due diligence), in order for the Developer to assess the potential harm to the Lands from flooding, and to determine whether or not to proceed with development and construction upon the Lands. The Developer confirms it is relying entirely on its own due diligence investigation and inquiries, and that any decision as to whether to proceed or not with construction and development upon the Lands is and shall be the decision of the Developer, within the discretion of the Developer solely (provided that any construction or development upon the Lands shall be in compliance with all applicable laws and regulations, including but not limited to relevant by-laws of the City, and this Agreement).

- h. That any home, building, addition, structure, improvements or otherwise to be constructed and developed upon the Lands shall be designed by the Developer and include such features as deemed necessary by the Developer, within the discretion of the Developer solely, in consideration of the location of the Lands and any home, building, structure, improvements or otherwise to be constructed and developed thereon in proximity to the location of the flood plain of the Assiniboine River, with all necessary infrastructure and construction or development related costs or otherwise for the Lands being the responsibility of the Developer (subject to any construction or development upon the Lands being in compliance with all applicable laws, including but not limited to relevant by-laws of the City, and this Agreement).
- i. That save and except for the information provided to the Developer by the City as set forth within Paragraph 2 herein (that the Lands are located within an area of the City which is subject to flooding), there have been no representations or warranties has been made by the City to the Developer or otherwise, whether expressly or impliedly, with respect to the suitability of the Lands for construction and development and/or in relation to current and future use of the Lands, and the Developer confirms there are no collateral agreements, conditions, representations or warranties of any nature whatsoever made by the City arising at law, by statute, in equity or otherwise concerning the Lands.
- j. That any building permit or other approval to be issued by the City and/or by any other authority with jurisdiction shall not be deemed to be a representation or warranty made by the City or otherwise with respect to the suitability of the Lands for construction and development and/or in relation to current or future use of the Lands.
- k. That in accordance with the terms and conditions of this Agreement, including but not limited to the Developer deciding to proceed with construction and development upon the Lands which are located within an area of the City which is subject to flooding, the Developer hereby releases and forever discharges the City of and from any and all actions, causes of action, claims, demands, costs, interest and damages of every nature and kind whatsoever, known or unknown, suspected or unsuspected, and whether at law or at equity, which the Developer ever had or now has or which the Developer will or may have, which resulted or may result from or in any way has or will arise from the development and construction and/or current and future use of the Lands by the Developer.
- l. That in addition to the covenant and undertaking of the Developer as contained within Paragraph 7 of this Agreement, the Developer

covenants and agrees to indemnify and save harmless the City from all actions, causes of action, claims, demands, damages, costs and interest or otherwise, of every nature and kind whatsoever, that may be initiated or advanced against the City by reason of or arising out of this Agreement and the Developer deciding to proceed with construction and development of the Lands. The indemnity obligation of the Developer in favour of the City as set forth herein shall include but not be limited to the burden and expense of defending the City with respect to any such actions, causes of action, claims, demands, damages, costs and interest or otherwise, of every nature and kind whatsoever, as well as paying and discharging, if applicable, any and all judgments, orders, penalties or other sums on behalf of the City.

b. CONDITIONAL USE

1570 – 18th Street

Owner: Morguard Corporation

Applicant: Petroff Partnership Architects

Following receipt of all representation, it is the recommendation of the Planning, Property & Buildings Department:

1. That the Public Hearing for Conditional Use Application C-07-16-B at 1570 – 18th Street be concluded.
2. That Conditional Use Application C-07-16-B to allow for a commercial establishment 4,645.0m² gross floor area and over in the Commercial Arterial (CAR) Zone be approved at 1570 – 18th Street (Parcel A, Plan 38354 BLTO, Lots 1 & 3, Plan 26298 BLTO, Lots 1/2, Plan 1956 BLTO, Block 4, Plan 1561 BLTO Exc Road Plans 1673 & 48978 BLTO, Parcel A, Plan 38638 BLTO, and Lots 1/9 and Nly 21 Feet Perp of Lot 10, Block 1, Plan 1561 Exc Out of Lots 9 & 10, Parcel A and Lane, Plan 38638 BLTO) in accordance with the intent of the application “Attachment A-1”, the attached letter of intent “Attachments A-2 and A-3” and the attached site plans “Attachments B-2 and B-3”, subject to the owner or successor, prior to the issuance of a development or building permit, entering into a development agreement with the City of Brandon, including the following supplementary conditions:
 - a. That the agreement be specific to the site plan submitted for the expansion of Shoppers Mall and attached to this agreement as Schedule B. Any variation of the plan may require the Developer to obtain approval from Brandon City Council who may request additional public input and amendment to the agreement;
 - b. That upon initiation of improvements by Manitoba Infrastructure to the 18th Street corridor fronting the subject site and based upon an approved Manitoba Infrastructure Functional Design, the developer agrees to the relocation of the current approach off 18th Street further south to create a new primary access to the site. The

developer further agrees to the closure of the existing approach upon construction of the new primary access;

- c. To enter into a private sewer and water agreement with the City of Brandon, for the servicing of the pad sites located within the development. Such agreement is to be executed by the property owner prior to the City of Brandon's acceptance of any engineer sealed civil drawings for all work proposed within the City of Brandon street right-of-way;
- d. That should any private hydrants be installed on private property, that all costs associated with the general maintenance and up keep are the sole responsibility of the property owner. The developer further agrees that only City of Brandon employees and those people with written authorization from the City Engineer, will operate said hydrant(s);
- e. To enter into a cross-access agreement with the City of Brandon to legally permit public transit vehicles entering the subject site and for the establishment of a transit stop. Such agreement is to be executed by the property owner prior to the issuance of any development or building permits by the City of Brandon;
- f. To construct a 1.8m boulevard sidewalk extension along 18th Street southwards to the front of the southernmost building pad. The design of all work, along with any boulevard restoration proposed within the right-of-way is subject to review and acceptance by the City Engineer and shall be performed as stated in the latest edition of the City of Brandon Standard Construction Specifications;
- g. That as per the approved site plan attached as Schedule B, a drive-through restaurant is conceptually approved to be developed within the northeast corner of the site (Pad Building B). Approval of such use is based upon the trip generations determined within the Traffic Impact Study as prepared by Stantec Consulting Ltd. and dated December 21, 2016. Should the developer propose a type of drive-through use/business (e.g. Tim Horton's) resulting in an increased intensity and/or use exceeding the proposed trip generations as specified in the Traffic Impact Study, the Developer will be required to provide an amendment to the Traffic Impact Study which shall include, but not be limited too, evidence the intensity will not negatively impact internal circulation patterns, adjacent roads, access points to the site, and the safe and convenient pedestrian access into the building, from both public and private pedestrian corridors. The amended Traffic Impact Study must be submitted prior to the issuance of any development/building permits by the City.
- h. To provide the City of Brandon with a detailed cost estimate for all work proposed to be completed within the City of Brandon street right-of-way or other offsite municipal improvements which will become assets of the City of Brandon. 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; and

- i. To provide to the City of Brandon an irrevocable letter of credit in the amount of 15% of the total cost of the detailed cost estimate, the total of which must be approved by the City Engineer.

c. **VARIANCE**

25-21st Street

Owner/Applicant: Donald Thomson

Following receipt of all representation, it is the recommendation of the Planning, Property & Buildings Department:

1. That the Public Hearing for Variance Application V-03-17-B at 25-21st Street be concluded.
2. That Variance Application V-03-17-B to vary Table 10 of Part III, Division, I, Section 51 of the City of Brandon Zoning By-law No. 7124 to increase the maximum height of an accessory building from 4.0 metres to 4.6 metres in the RLD Residential Low Density zone be approved at 25-21st Street in accordance with the intent of the application "Attachment A-1", the attached letter of intent "Attachment A-2" and the attached site plan "Attachment B-2".

5.0 General Business

- a. Tracking Table
- b. Administrative Business
- c. Absences From Upcoming Meetings

6.0 Adjournment