

Attachment “ F ”

REPORT FROM THE DEVELOPMENT REVIEW GROUP

DATED: June 25, 2018

RE: Subdivision No. 4500-18-666 for 1700-30th Street, Brandon

It is recommended that the approval of Subdivision No. 4500-18-666, if granted, be subject to the applicant entering into a Development Agreement subject to the following conditions:

1. The Developer agrees to construct 24 residential units as per the proposed site plan.
2. 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.
3. The Developer agrees to pay a contribution towards thirty (30) boulevard trees. The amount of payment for such trees will be calculated at the time of execution of this 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.
4. The Developer agrees to provide a landscaping plan showing the location of the thirty (30) boulevard trees. Tree species will be determined by the City of Brandon at the time of planting.
5. The Developer agrees to contribute towards the oversizing of future downstream land drainage piping and pond infrastructure in the amount of \$1,020.00/unit for 24 units totalling \$24,480.00. Payment in full will be required at the time of execution of the development agreement.
6. The Developer agrees to contribute towards their proportionate share of off-site improvements within the Southwest Brandon Secondary Plan Area in the amount of \$8,154.54/unit for 24 units totalling \$195,708.78. This contribution will be held in a Reserve Account and applied towards future upgrades. Payment in full will be required at the time of execution of the development agreement.
7. The Developer agrees to dedicate a 9.144m wide strip of land, south of the proposed RLD lots to the City for the purpose of public reserve land.
8. The Developer agrees to develop the public reserve by constructing a 3.0m wide asphalt multi-use walking path, including but not limited to sod, trees and ditching. The design and landscaping of the public reserve is to be reviewed and accepted by the City Engineer prior to the issuance of any development/building permits.
9. The Developer agrees to dedicate a 7.925m wide strip of land, south of the proposed public reserve to the City for the purposes of the future Maryland Avenue right-of-way.

10. The Developer agrees legally open, extend and construct all public rights-of-way proposed as per the site plan and to extend all below and above ground municipal services. 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.
11. The Developer agrees to construct a temporary, secondary emergency access at the westerly dead-end of Marquis Crescent to the westerly dead-end of Maryland Avenue. Such access must be designed by a professional engineer according to TAC Standards and Brandon Fire and Emergency Services requirements. The access will be required to exist until such time as the public right-of-way is extended or permanent secondary access is established.
12. The Developer agrees to enter into a drainage easement agreement with the City of Brandon for the proposed public LDS outlet located on private property. The easement agreement is to be executed and registered on title in series with the Plan of Subdivision.
13. The Developer agrees to contribute \$4,404.41 in lieu of land dedication. The contribution takes into consideration the dedication of the public reserve land as per Clause 7.
14. The Developer agrees to provide a construction access plan. The construction access plan is to be reviewed and accepted by the City Engineer.
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 agrees to provide to the City a 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.

It is requested 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.

THIS REPORT SUBMITTED BY:

Development Review Group
Subdivision No. 4500-18-666
June 25, 2018



Patrick Pulak, P. Eng.
City Engineer



Ryan Nickel, RPP
Chief Planner