

Attachment "C"**REPORT FROM THE DEVELOPMENT REVIEW GROUP**

DATED: July 31, 2018

RE: REZONING OF 700 MARYLAND AVENUE (Z-02-18-B)

It is recommended that the approval of Z-02-18-B, if granted, be subject to the applicant entering into a Development Agreement subject to the following condition:

1. The Developer agrees to construct an elementary school as per the attached site plan (Schedule B).
2. The Developer agrees to pay a contribution towards twenty (20) boulevard trees. The amount of payment for such trees will be calculated at the time of execution of the 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.
3. The Developer agrees to provide a landscaping plan showing the location of the twenty (20) boulevard trees. Tree species will be determined by the City of Brandon at the time of planting.
4. The Developer agrees to design and construct an access from the Lands to Maryland Avenue to allow for separate lanes of traffic turning right and left onto Maryland Avenue. Such design will be subject to the review and acceptance of the City Engineer. All costs associated with the access will be at the sole cost of the Developer.
5. The Developer agrees to contribute towards the upgrade of the southbound 1st Street right turn auxiliary lane at the intersection with Maryland Avenue and 1st Street in the amount of \$13,000.00. This contribution will be held in a Reserve Account and applied towards the future upgrade. Payment in full will be required at the time of execution of the development agreement.
6. The Developer agrees to contribute towards land drainage sewer upgrades to redirect the existing land drainage sewer outlet from the MacLeod Drive alignment, which presently crosses through the Lands, to Cornwallis Crescent in the amount of \$83,259.65. This contribution will be held in a Reserve Account and applied towards the future upgrade. Payment in full will be required at the time of execution of the development agreement.
7. The Developer agrees to contribute towards the southeast lift station servicing the area in the amount of \$19,200.00 based upon a 0.037 Residential Equivalent Unit/person (including staff and students) of a full build out school population of 845. This

contribution will be applied to upgrades already completed by the City of Brandon. Payment in full will be required at the time of execution of the development agreement.

8. The Developer agrees to arrange with the City of Brandon Operations Division for the installation of a crosswalk at the Maryland Avenue /MacLeod Drive intersection. All costs associated with the crosswalk will be at the sole cost the Developer.
9. The Developer agrees to arrange with the City of Brandon Operations Division for the installation of RB-55 ("No Parking") signage on both sides of Maryland Avenue adjacent to the site. All costs associated with the signage will be at the sole cost the Developer.
10. The Developer agrees that should relocation of any existing Brandon Transit bus stop(s) be required to accommodate the development, the Developer agrees to arrange with the City of Brandon Operations Division the relocation of the bus stop(s). All costs associated with the relocation will be at the sole cost of the Developer.
11. The Developer agrees should the Brandon School Division proposed to extend their fencing on the west side of the Lands to meet up with existing fencing at the rear of the 9th Street properties, the Brandon School Division will maintain City owned lands within the fenced area and provide gates for City access to the ditch from Maryland Avenue for maintenance purposes. All costs associated with the fencing and gates will be at the sole cost the Developer.
12. The Developer will agree to save harmless the City by way of inclusion of save harmless clauses in the development agreement as the property is located within Methane Gas Zones 1, 2 and 3.

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

File No. Z-02-18-B

July 31, 2018



JAMES HART For Patrick Pulak

Patrick Pulak, P. Eng
City Engineer



Ryan Nickel, RRP
Chief Planner