

## Attachment "G"

### REPORT FROM THE DEVELOPMENT REVIEW GROUP

DATED: December 9, 2019

#### RE: Z-08-19-B for 1501 Moreland Avenue, Brandon

It is recommended that the approval of Rezoning No. Z-08-19-B, if granted, be subject to the applicant entering into a Development Agreement subject to the following conditions:

1. The Developer agrees to construct 121 modular home units in Phases 1-4 as identified on the site plan.
2. The Developer agrees to submit a land use application for the future subdivision of the lands to the City of Brandon for approval. Upon approval, the Developer agrees to register the subdivision of the lands, including the dedication of public right-of-ways and public reserve lands prior to the issuance of any development and/ or building permits for this development.
3. The Developer agrees to construct a temporary secondary access to the satisfaction of Brandon Fire and Emergency Services.
4. The Developer agrees to design and construct the extension of Moreland Avenue, to a full urban cross-section, from the intersection of Mockingbird Drive and Clare Avenue to the existing termination point of Moreland Avenue.
5. The Developer agrees to improve the existing Moreland Avenue to a paved rural cross-section from the intersection of Moreland Avenue and the 18<sup>th</sup> Street North service road to the new extension of Moreland Avenue.
6. The Developer agrees all servicing required within the proposed Moreland Avenue extension shall include an extension of the existing 150mm watermain located within Moreland Avenue to complete the watermain loop through Moreland Avenue to Clare Avenue.
7. The Developer agrees to install a meter pit at all connections and future connections to the public water system for servicing the mobile home park.
8. The Developer agrees to design and construct a 3.0m wide asphalt pathway within the Moreland Avenue right-of-way and along the north side of Clare Avenue in accordance with the Northridge Neighbourhood Plan.
9. The Developer agrees to design and construct improvements on the Public Reserve lands including but not limited to sodding and tree planting.
10. The Developer acknowledges servicing for any residual parcels located within the proposed subdivision, but falling outside of the proposed mobile home park, will not be granted until such time that the wastewater trunk sewer main has been constructed within Clare Avenue and south to Kirkcaldy Drive. Upon construction of the wastewater trunk sewer main,

wastewater flows generated by the mobile home park will be redirected to the trunk sewer main and no longer permitted to flow through the Mockingbird Drive sewer system.

11. The Developer agrees that future development of Phases 5 and 6 and all future RMD lands cannot commence until such a time as the wastewater trunk sewer main within Clare Avenue and south to Kirkcaldy Drive is complete.
12. 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.
13. The Developer agrees that development charges of \$415,752.76 are due at the time of execution of this development agreement. Additional development cost charges will be charged against any future buildings and will be applied at the time of issuance of a building permit.
14. The Developer agrees to complete a Heritage Resources Impact Assessment through a qualified archaeological consultant to the satisfaction of Manitoba Historic Resources Branch.
15. The Developer agrees to pay a contribution towards boulevard trees for Moreland Avenue and Clare Avenue. The amount of trees and payment for such trees will be determined upon the Developer's submission of engineered drawings prior to the registration of subdivision of the lands and based upon the City's tree contract pricing for the current year.
16. The Developer acknowledges upon rezoning or subdivision of the northern portion of the Lands, the Developer will be required to financially contribute towards the future construction of Hamilton Avenue, from 18<sup>th</sup> Street North to 1<sup>st</sup> Street North. The exact contribution value will be determined at the time of rezoning.
17. 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.
18. The Developer will be responsible to submit an Irrevocable Letter of Credit totalling 15% of the Detailed Cost Estimate. Submission of the Letter of Credit is required prior to the issuance of a development permit.

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  
Rezoning No. SP-02-19-B



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Patrick Pulak, P. Eng.  
City Engineer



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Ryan Nickel, RPP  
Chief Planner