

## **Attachment "D"**

### **REPORT FROM THE DEVELOPMENT REVIEW GROUP**

DATED: JUNE 29, 2020

#### **RE: REZONING OF 135, 141, 143 & 147 – 18<sup>TH</sup> STREET (Z-07-20)**

It is recommended that the approval of Rezoning No. Z-07-20, if granted, be subject to the applicant entering into a Development Agreement subject to the following conditions:

1. The Developer agrees to construct a mixed-use building in general consistency with the attached site, floor and elevation plans.
2. The Developer agrees to contribute \$1,843.76 for cash in lieu of land dedication of public reserve. This contribution is due in full upon execution of the development agreement.
3. The Developer agrees to contribute \$6,277.50 to the Brandon School Division for cash in lieu purposes. Payment is to be made to the Brandon School Division with proof of payment submitted to the City of Brandon prior to the issuance of a development permit.
4. The Developer agrees to pay a contribution towards eleven (11) 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.
5. The Developer agrees to provide a landscaping plan prior to the issuance of a development permit showing the location of the eleven (11) boulevard trees in the boulevards of 18<sup>th</sup> Street, 17<sup>th</sup> Street and Princess Avenue. Tree species will be determined by the City of Brandon at the time of planting.
6. The Developer agrees to disconnect and remove any existing services to the properties that they will not be utilizing for the development. The Developer further agrees to restore the curb and boulevard with sod as per City of Brandon Standard Construction Specifications. All work performed in the right-of-way shall conform to the City of Brandon Standard Construction Specifications.
7. The Developer agrees that any servicing that is proposed to be constructed under the Stone Fence Heritage Site is to be directionally drilled and housed in a casing pipe.

8. The Developer agrees to remove any existing access to 17<sup>th</sup> Street that they will not be utilizing for the development as per the attached site plan. The Developer further agrees to restore the curb and boulevard with sod as per City of Brandon Standard Construction Specifications. All work performed in the right-of-way shall conform to the City of Brandon Standard Construction Specifications.
9. The Developer agrees to endeavour to enter into a Construction Conforming Agreement (CCA) with the property owners to the north (131 – 18<sup>th</sup> Street and 1712 Rosser Avenue) for shared access among the 3 properties. The CCA is to be registered on all affected titles prior to the issuance of a development permit.

Should the Developer not be able to secure a CCA with all 3 parties, the Developer agrees to construct a commercial grade access, with a minimum width of 7.3m, to their property from 18<sup>th</sup> Street. The location and design of such access shall be approved by the City Engineer.

10. The Developer agrees to provide the same amount of on-site parking as required in the Zoning By-law for a non-downtown zoned site.
11. The Developer agrees to amend the existing Heritage Agreement registered on title to include the following amendments:
  - a. Reduction of the easement along the easterly site line from 6.0m to 4.0m
  - b. Addition of a 2.2m easement along the south property line

The Heritage Agreement amendment is to be registered on title prior to the issuance of a development permit.

12. The Developer agrees to consolidate Certificate of Title Nos. 2695545/2, 2695548/2, 2695552/2 & 2695553/2 and to provide proof of consolidation prior to the issuance of a development permit.
13. The applicant will be responsible to submit a Detailed Cost Estimate, prepared by their Consulting Engineer for all work proposed within the right-of-way. The cost estimate is subject to review and approval by the City Engineer.
14. The applicant will be responsible to submit an Irrevocable Letter of Credit totalling 15% of the Detailed Cost Estimate.

The Engineering Department requests 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 Z-07-20



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Jennifer Coey P. Eng.  
Manager of Strategic Infrastructure



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Ryan Nickel, RPP  
Chief Planner