

Attachment "D"

REPORT FROM THE DEVELOPMENT REVIEW GROUP

DATED: April 9, 2021

RE: REZONING OF 1501 MORELAND AVENUE, BRANDON (Z-01-21)

It is recommended that the conditional approval of Rezoning No. Z-01-21, if granted, be subject to the applicant entering into a Development Agreement subject to the following conditions:

1. The Developer agrees to rezone and subdivide 62 residential lots, a public road and public reserve in general consistency with the attached site plan and plan of subdivision.
2. The Developer agrees, in accordance with the City of Brandon Oversized Infrastructure & Developer Reimbursement Parameter, to contribute towards the oversizing of future downstream land drainage infrastructure. Such payment is based on typical Public Sector Accounting Board unit prices for supply of materials, earthworks and engineering design costs. Calculation for loss of developable land area is determined using approved values as per the 2021 Fee Schedule for Money in Lieu of Public Reserve (Emerging Area). The total contribution is calculated below using a Class D estimate which includes a 30% contingency for the total contribution.

Materials	\$220,256.00
Earthworks	\$8,288.00
Engineering design costs	\$11,265.00
Loss of developable land area	\$1,885.00
Total contribution (30% contingency)	\$314,202.00

Such payment in the amount of \$314,202.00 shall be due in full at the time of execution of the development agreement.

The Developer understands that as the oversized land drainage pond is not scheduled to be constructed in the City's 10-year Capital Plan that they will not be responsible to pay for as constructed material costs as stipulated in the Oversized Infrastructure & Developer Reimbursement Parameter.

3. The Developer agrees to construct an interim drainage pond and all associated ditching. The pond may be located on City property at a location to be approved by the City Engineer. The Developer will be required to submit design drawings as prepared by a professional engineer with such design being subject to review and acceptance by the City Engineer. The Developer will be responsible for all costs associated with design and construction of the interim drainage pond and associated ditching. Should the Developer wish for their interim

pond earthworks to contribute towards their earthworks oversizing contribution, they are to submit a written request to the City Engineer for review and acceptance. If it is determined that the interim pond earthworks contribute towards the ultimate oversizing earthworks, the developer is to be issued a proportional refund of their earthworks oversizing contribution. Refund may not exceed the contribution amount plus 30% contingency.

4. The Developer agrees that all easements are to be registered on all rear yard swales in series with the plan of subdivision; width of easement is to be to the acceptance of the City Engineer. Proof of registration is to be provided to Engineering prior to the issuance of a Construction Completion Certificate. Any swales that are to be constructed across multiple lots are to be constructed at the time of site servicing completion with sod at a minimum of 2 metres to each side of the property line.
5. The Developer agrees to dedicate, design and construct the public reserve lands, including a leisure greenspace and 3m treed buffer to the North of the Clare Ave right-of-way in accordance with the plan of subdivision. Completion of the public reserve lands shall include walkways, grading, sodding, trees, additional landscaping, and a play structure within the leisure greenspace. The design of all public reserve land shall be subject to the review and acceptance of the Director of Community Services.
6. The Developer agrees legally open, extend and construct a new public right-of-way as proposed as per the plan of subdivision and to extend all below and above ground municipal services for the right of way. 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.
7. The Developer agrees to construct the extension of Moreland Avenue from the existing easterly dead-end of Moreland Avenue to Clare Avenue. The Developer further agrees to extend the water main within Moreland Avenue, completing a water main loop, from the north termination point approximately 130m north of Clare Avenue to the existing easterly water main dead-end within Moreland Avenue. Should the 130m of water main that is to be extended north of Clare Avenue not be installed as per obligations of the Developer to the east, the Developer agrees to construct the 130m water main from the intersection of Moreland Avenue and Clare Avenue up to the existing water main dead-end in Moreland Avenue. 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.
8. The Developer agrees that in order to service the Lands with sewer service, the public sewer main extension must be made to a downstream private sewer main owned by the Monterrey Estates Mobile Home Park and as such, acknowledges the connection will be an interim measure until such time as the domestic wastewater trunk sewer identified in the North Brandon Gateway Secondary Plan is constructed. The Developer further agrees that prior to the connection, permission must be obtained from the property owner of the downstream private sewer main by way of a statutory easement agreement. The Developer will be responsible to facilitate execution of a statutory easement agreement between the City and

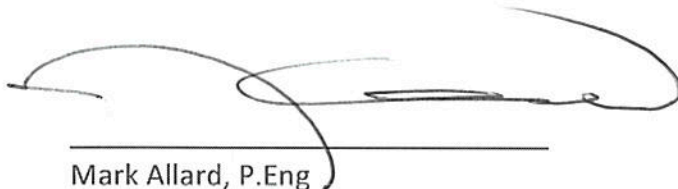
the property owner and thereafter, to register the statutory easement agreement on all properties affected by the easement. Evidence of registration will be required prior to the issuance of the accepted construction drawings.

9. The Developer further agrees to provide a sealed technical memorandum from the consulting engineer confirming the downstream private sewer is sufficient to handle the proposed increase in wastewater discharge.
10. The Developer will be required to pay a cash-in-lieu contribution towards 62 boulevard trees. The amount of the contribution of 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.
11. The Developer will be required to provide a landscaping plan showing the location of 62 boulevard trees. The species will be determined by the City of Brandon at the time of planting.
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 acknowledges the site will be subject to development charges. Network Infrastructure charges of \$89,761.93 (2021 rate) are due upon the execution of the development agreement in accordance with Schedule B-3 of the Development Charges By-law. Additional development 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, prior to the issuance of the subdivision certificate of approval to contribute to the Brandon School Division in lieu of land dedication.
15. The Developer agrees to complete a Heritage Resources Impact Assessment through a qualified archaeological consultant to the satisfaction of Manitoba Historic Resources Branch.
16. 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 submitted to review and acceptance by the City Engineer.
17. 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. Z-01-21

A handwritten signature in black ink, appearing to read 'Mark Allard', written over a horizontal line.

Mark Allard, P.Eng
Director of Engineering Services

A handwritten signature in black ink, appearing to read 'Ryan Nickel', written over a horizontal line.

Ryan Nickel, RPP
Chief Planner