

Attachment “D”

REPORT FROM THE DEVELOPMENT REVIEW GROUP

DATED: July 2, 2021

RE: S-4500-21-713 OF 1955-34TH STREET, 1906-26TH STREET AND 1901-34TH STREET, BRANDON

It is recommended that the conditional approval of Subdivision No. 4500-21-713, if granted, be subject to the applicant entering into a Development Agreement subject to the following conditions:

1. The Developer agrees to develop 63 bare land condominium units, common element and public right-of-way in general consistency with the attached site and elevation plans.
2. The Developer agrees to contribute \$437,225.00 towards 50% of the estimated cost of developing 26th Street from the future intersection of Maryland Avenue and 26th Street south along the easterly property line of the proposed subdivision. Such contribution shall include 190 meters of curb, sidewalk, boulevard, street lights, a multi-use path way and trees. Payment shall be required in full upon execution of the development agreement.
3. The Developer agrees to legally open, extend and construct the new public right-of-way of Chipperfield Drive as proposed on 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.
4. The Developer agrees to connect the new extension of Chipperfield Drive to the existing 26th Street to provide a connection to the properties at 2025- 26th Street and 2059-26th Street. The road surface from the extension of Chipperfield Drive to 26th Street can be gravel surface and 7.3 meters in width excluding shoulders. The subgrade must be designed to accommodate the B12 design vehicle. The Developer agrees to provide safe and adequate public access at all times during construction.
5. The Developer agrees to enter into an Easement Agreement with the City of Brandon allowing access for the properties of 2025-26th Street and 2059 – 26th Street over the Developer’s private land. Such Easement Agreement will be required to be registered in series with the Plan of Subdivision.
6. The Developer agrees to block off the existing section of 26th Street between the north limit of the new intersection where the gravel portion of Chipperfield Drive connects to 26th Street and the south limit of the driveway of 1905-26th Street in order to restrict vehicle traffic

- along this portion of 26th Street. The Developer agrees to block off this road by installing immoveable barricades such as jersey barriers.
7. The Developer agrees to construct an emergency access to the Lands by way of the existing 26th Street through the proposed new private street in this subdivision area. The Developer agrees this connection shall be blocked to all public and construction vehicles at all times and further agrees to install bollards or a gate. This access shall only be accessible to the Brandon Fire & Emergency Services by way of key to the bollards or gate.
 8. The Developer agrees to dedicate a 4m x 10m portion of land in the NE corner of the Lands as right-of-way to accommodate the construction of a future roundabout intersection at the corner of 26th Street and Maryland Avenue. Such dedicated land shall be shown on the Plan of Subdivision.
 9. The Developer agrees to use Patricia Avenue, south of the Lands, for construction access for all semi truck trailers configured with a tandem axle trailer or larger. When conditions warrant and as approved by the City Engineer, the Developer will be allowed to access the subdivision via Maryland entering from 18th Street. A construction access plan is to be reviewed and accepted by the City Engineer prior to the issuance accepted design drawings.
 10. The Developer agrees to extend and construct a wastewater main from Marquis Crescent south east through the public reserve and south into the Maryland Avenue and 26th Street right-of-way in order to service the Lands. 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 any surface restoration within the right-of-way required as a result of the construction is to be brought to that of a pre-development conditions.
 12. The Developer agrees all stormwater runoff generated by the development is to be directed towards the existing Bellafield stormwater pond. Any interim conveyance measures are to remain private. Design is to be reviewed and accepted by the City Engineer.
 13. The Developer agrees that should any private lots be designed to convey shared drainage with the use of swales, easements are to be registered on all affected private lots. Such easements will be required to be registered in series with the Plan of Subdivision.
 14. The Developer agrees to enter into a Private Sewer and Water Agreement with the City of Brandon regarding private servicing of the condominium development. The Private Sewer and Water Agreement will be required to be registered in series with the Plan of Subdivision.
 15. That should any private hydrants be installed on private property, that all costs associated with the general maintenance and up keep are the sole responsibility of the condominium

- corporation. The Developer further agrees that only City employees and those people with written authorization from the City Engineer, will operate said hydrant(s).
16. The Developer will be required submit a landscaping plan and to plant boulevard trees in the City right-of-way as per the City's Urban and Landscape Design Standards Manual. Boulevard trees are subject to a one year warranty period.
 17. The developer agrees to update their neighborhood plan to include an additional public reserve land dedication proportionate to 10% of the additional gross land area added to the Neighbourhood Plan.
 18. Within one year of executing the development agreement or prior to application for the next subdivision/rezoning in the Bellafield Neighborhood Plan, the developer agrees to submit an updated Neighbourhood Plan with supporting conceptual municipal engineering studies for review by City administration and approval by City Council.
 19. 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.
 20. The Developer acknowledges the site will be subject to development charges. Network Infrastructure charges of \$129,113.92 (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.
 21. 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. Payment of receipt will be required prior to issuance of accepted design drawings.
 22. The Developer agrees to provide the City with a Detailed Class B 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.
 23. 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
Subdivision No. 4500-21-713



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