

## Attachment “D”

### REPORT FROM THE DEVELOPMENT REVIEW GROUP

DATED: October 10, 2023

#### **RE: Subdivision No. 4500-23-734 for 1307-18<sup>th</sup> Street North, Brandon**

It is recommended that the approval of Subdivision No. 4500-23-734, if granted, be subject to the applicant entering into a Development Agreement subject to the following conditions:

1. The Developer agrees to subdivide 2 lots, dedicate a public right-of-way and develop 132 residential units in general consistency with the attached site plan.
2. The Developer agrees to dedicate and legally open the public right-of-way extending Quail Ridge Drive north to Mockingbird Drive as proposed on the Plan of Subdivision.
3. The Developer agrees to construct the Quail Ridge Drive extension, to a full urban section including a multi-use pathway, north of the existing stub of Quail Ridge Drive to Mockingbird Drive and to extend and loop the public watermain within Quail Ridge Drive to Mockingbird Drive. The Developer will be required to submit design drawings prepared by a professional engineer, with such design subject to review and acceptance by the City Engineer prior to the issuance of a development permit.
4. The Developer agrees to provide a barrier, barrier curb or acceptable alternative, between the Quail Ridge Drive extension and the multi-use pathway on the east side of Quail Ridge Drive. The barrier proposed by the Developer will be required to be shown on the design drawings prepared by a professional engineer, with such design subject to review and acceptance by the City Engineer prior to the issuance of a development permit.
5. The Developer agrees to accommodate existing drainage from the existing Quail Ridge Drive within the extension of the Quail Ridge Drive right-of-way. All extensions of existing piping and/or ditching are at the sole cost of the developer.
6. The Developer agrees to accept a one-time contribution from the City for 50% of the cost of construction for Quail Ridge Drive in an amount to be finalized by way of Class C Estimate prepared by the Developer’s Consulting Engineer and accepted by the City Engineer. The contribution amount will require approval by City Council and be paid to the Developer upon the submission of paid invoices and the issuance of a Construction Completion Certificate for Quail Ridge Drive.
7. The Developer agrees to install a gravity sewer main within the Braecrest Drive and Quail Ridge Drive right-of-ways to the northernmost extent feasible; at minimum to the existing termination of the Quail Ridge Drive right-of-way which is approximately 115m north of the Braecrest Drive right-of-way. The Developer will be required to submit design drawings

- prepared by a professional engineer, with such design subject to review and acceptance by the City Engineer prior to the issuance of a development permit.
8. The Developer agrees to design and extend the approach of 2 Mockingbird Drive located on the north side of Mockingbird Drive within Monterey Estates to the newly constructed Quail Ridge Drive. The extension of the approach will be required to be shown on the design drawings prepared by a professional engineer, with such design subject to review and acceptance by the City Engineer prior to the issuance of a development permit.
  9. The Developer agrees all traffic signage required within the rights-of-way will be installed by the City at the Developer's sole expense. The Developer will be required to submit a Traffic Signage Plan prepared by a professional engineer, with such design subject to review and acceptance by the City Engineer prior to the issuance of a development permit.
  10. The Developer agrees to register a Plan of Easement, prepared by a professional surveyor, with the City for the existing public drainage channel and ponding area that runs through the property. The Plan of Easement will be at the sole cost of the Developer and is to be registered on affected titles in series with the proposed Plan of Subdivision.
  11. The Developer agrees to submit an engineered drainage study assessing both the lands proposed for development and the existing drainage channel. High water elevations are to be indicated within the study which will be used for the City to determine the bounds of the drainage easement required for the existing drainage channel and ponding area. The study is to be submitted prior to the issuance of the Final Certificate of Approval.
  12. The Developer agrees to enter into a Private Sewer and Water Agreement with the City for all private servicing within the development. The Private Sewer and Water Agreement is to be registered in series with the Plan of Subdivision.
  13. The Developer acknowledges development charges in the amount of \$129,349.35 were collected for this property under Subdivision 4500-22-718. Charges were calculated using 1.924 hectares which included land to be dedicated to the City as public right-of-way and land used for municipal drainage. As stated in the development agreement dated June 27, 2023, the City agreed the Developer would be reimbursed a portion of the development charges collected at the time of building permits for the Lands. Such reimbursement will be calculated using the hectares of land to be dedicated, as identified on the Plan of Subdivision and Plan of Easement, and Development Charge Fees as per the 2022 Fee Schedule. Once the entire reimbursement is applied to development charges collected at the time of building permit, the Developer will be required to pay any remaining development charge fees.

14. Due to construction of the Quail Ridge right-of-way, the Developer acknowledges 6 boulevard trees will be required to be removed. In lieu of payment to the City for the removal of the 6 boulevard trees, as per the City of Brandon Tree Removal Policy, the Developer undertakes to transplant 6 trees located on the Lands, 8" – 12" in diameter within the Quail Ridge Drive boulevard. Should the transplantation of the trees be determined unsuccessful by the final acceptance inspection, the Developer agrees to pay to the City \$2,500, in accordance with the current tree removal pricing within the Compliance By-law, for the removal of each unsuccessful boulevard tree transplant. Such payment will be required prior to issuance of the final acceptance certificate.
15. The Developer agrees to pay a contribution towards twelve (12) 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.
16. The Developer agrees to make a contribution to the City for cash in lieu of land dedication of public reserve. This amount is to be calculated upon finalization of the drainage Plan of Easement using fees approved in the City of Brandon Fee Schedule for Emerging Areas. This contribution is due in full prior to the issuance of the Final Certificate of Approval.
17. The Developer agrees that prior to the issuance of the subdivision certificate of approval, to contribute to the Brandon School Division in lieu of land dedication for the proposed 132 units. Payment of receipt will be required prior to issuance of the subdivision certificate of approval.
18. 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 mailbox has been determined between the Developer and Canada Post, to the approval of Canada Post.
19. The Developer agrees to provide the City with a Detailed Cost Estimate for all work municipal infrastructure. The Detailed Cost Estimate is to be prepared by the Developer's Consulting Engineer and is to be submitted for review and acceptance by the City Engineer prior to the issuance of a development permit.
20. The Developer will be responsible to submit an Irrevocable Letter of Credit totaling 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. 4500-23-734



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Marc Chapin, CET  
Acting Manager of Strategic Infrastructure



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Sonikile Tembo, RPP  
Principal Planner