

CITY OF BRANDON PLANNING COMMISSION

REGULAR MEETING

Wednesday, July 4, 2018 - 7:00 p.m.

Council Chambers - City Hall

AGENDA

1.0 Roll Call

2.0 Adoption of Agenda

3.0 Confirmation of Minutes

4.0 Public Hearing

- a. **Subdivision**
1660 – 34th Street
Owner: Waverly Developments Ltd.
Applicant: Waverly Developments Ltd.

Following receipt of all representation, it is the recommendation of the Planning, Property & Buildings Department:

1. That the Public Hearing for Subdivision Application 4500-18-668 at 1660 34th Street be concluded.
2. That the Planning Commission recommends Brandon City Council approve the application to subdivide (4500-18-668) a property at 1660 34th Street (Lot 45, Plan 60653 BLTO) to create 71 lots and three public roads (Fieldstone Crescent, Meadow Drive extension and Plateau Drive extension) in the Residential Single Detached (RSD) Zone, subject to the owner or successor:
 - a. Entering into a development agreement with the City of Brandon with the following conditions:
 - i. The Developer agrees to construct 71 residential units as per the proposed site plan.
 - ii. 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.

- iii. The Developer agrees to pay a contribution towards one hundred and one (101) boulevard trees. The amount of payment for such 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.
- iv. The Developer agrees to provide a landscaping plan showing the location of the one hundred and one (101) boulevard trees. Tree species will be determined by the City of Brandon at the time of planting.
- v. The Developer agrees to contribute towards off-site infrastructure, based on the upgrades identified in the Brookwood Park General Planning Study in the amount of \$1,190.62/unit for 71 units totaling \$84,553.69. This contribution will be held in a Reserve Account and applied towards future infrastructure upgrades. Payment in full will be required at the time of execution of the development agreement.
- vi. The Developer agrees to contribute towards the twinning of 34th Street between Richmond Avenue and the southern boundary of Brookwood Park in the amount of \$819.29/unit for 71 units totaling \$58,169.29. This contribution will be held in a Reserve Account and applied towards the upgrade of 34th Street. Payment in full will be required at the time of execution of the development agreement.
- vii. The Developer agrees to dedicate a 12.0m wide strip of land, east of the proposed residential lots on Fieldstone Crescent to the City for the purpose of public reserve land.
- viii. The Developer agrees to develop the public reserve by constructing a 3.0m wide asphalt multi-use walking path, including but not limited to sod, trees and ditching. The design and landscaping of the public reserve is to be reviewed and accepted by the City Engineer.
- ix. The Developer agrees to legally open, extend and construct all public rights-of-way proposed as per the site plan and to extend all below and above ground municipal services. 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.
- x. 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 subject to review and acceptance by the City Engineer.
- xi. The Developer agrees to provide to the City a Letter of Credit in the amount of 15% of the total cost of the Detailed Cost

Estimate; the total of which must be accepted by the City Engineer.

- b. Submitting written confirmation to the City of Brandon Planning & Buildings Department that taxes for the property to be subdivided, for the current year plus any penalty, interest and arrears, have been paid in full or arrangements must be made satisfactory to Brandon City Council.
- c. Submitting written confirmation to the City of Brandon Planning & Buildings Department that arrangements have been made for a joint use easement agreement and Plan of Easement to the satisfaction of Manitoba Hydro; Central Gas Manitoba Inc.; BellMTS Inc.; and Westman Communications Group, and registering the easement agreement along with the easement plan, if required, in series with the plan subdivision.
- d. Submitting written confirmation to the City of Brandon Planning & Buildings Department that the Brandon School Division has received a cash-in lieu contribution for school purposes.

**b. By-law No. 7208 Rezone; Subdivision
1700 30th Street
Owner: Waverly Developments Ltd.
Applicant: Waverly Developments Ltd.**

Following receipt of all representation, it is the recommendation of the Planning, Property & Buildings Department:

- 1. That the Public Hearing for By-law No. 7208 (Z-01-18-B) to rezone property at 1700 30th Street (Lots 1 to 48 Block 16 Plan 291 BLTO) from Development Reserve (DR) to Residential Single Detached (RSD), Residential Low Density (RLD) and Open Space (OS) Zones, and Subdivision Application (4500-18-666) to create 24 lots and a public road be concluded.
- 2. That the Planning Commission recommends City Council approve By-law No. 7208 (Z-01-18-B) to rezone property located at 1700 30th Street (Lots 1 to 48 Block 16 Plan 291 BLTO) from Development Reserve (DR) to Residential Single Detached (RSD), Residential Low Density (RLD) and Open Space (OS) Zones.
- 3. That the Planning Commission recommends City Council approve the application to subdivide (4500-18-666) property at 1700 30th Street (Lots 1 to 48 Block 16 Plan 291 BLTO) to create 24 lots and a public road in the RSD Residential Single Detached Zone, RLD Residential Low Density Zone, subject to:
 - a. The owner or successor entering into a development agreement with the City of Brandon with the following conditions:
 - i. The Developer agrees to construct 24 residential units as per the proposed site.

- ii. 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.
- iii. The Developer agrees to pay a contribution towards thirty (30) 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.
- iv. The Developer agrees to provide a landscaping plan showing the location of the thirty (30) boulevard trees. Tree species will be determined by the City of Brandon at the time of planting.
- v. The Developer agrees to contribute towards the oversizing of future downstream land drainage piping and pond infrastructure in the amount of \$1,020.00/unit for 24 units totaling \$24,480.00. Payment in full will be required at the time of execution of the development agreement.
- vi. The Developer agrees to contribute towards their proportionate share of off-site improvements within the Southwest Brandon Secondary Plan Area in the amount of \$8,154.54/unit for 24 units totaling \$195,708.78. This contribution will be held in a Reserve Account and applied towards upgrades. Payment in full will be required at the time of execution of the development agreement.
- vii. The Developer agrees to dedicate a 9.144m wide strip of land, south of the proposed RLD lots to the City for the purpose of public reserve land.
- viii. The Developer agrees to develop the public reserve by constructing a 3.0m wide asphalt multi-use walking path, including but not limited to sod, trees and ditching. The design and landscaping of the public reserve is to be reviewed and accepted by the City Engineer prior to the issuance of any development/building permits.
- ix. The Developer agrees to dedicate a 7.925m wide strip of land, south of the proposed public reserve to the City for the purposes of the future Maryland Avenue right-of-way.
- x. The Developer agrees legally open, extend and construct all public rights-of-way proposed as per the site plan and to extend all below and above ground municipal services. 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.
- xi. The Developer agrees to construct a temporary, secondary emergency access at the westerly dead-end of Marquis Crescent to the westerly dead-end of Maryland Avenue. Such access must be designed by a professional engineer according

to TAC Standards and Brandon Fire and Emergency Services requirements. The access will be required to exist until such time as the public right-of-way is extended or permanent secondary access is established.

- xii. The Developer agrees to enter into a drainage easement agreement with the City of Brandon for the proposed public LDS outlet located on private property. The easement agreement is to be executed and registered on title in series with the Plan of Subdivision.
 - xiii. The Developer agrees to contribute \$4,404.41 in lieu of land dedication. The contribution takes into consideration the dedication of the public reserve land as per Clause vii.
 - xiv. The Developer agrees to provide a construction access plan. The construction access plan is to be reviewed and accepted by the City Engineer.
 - xv. 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.
 - xvi. The Developer agrees to provide to the City a Letter of Credit in the amount of 15% of the total cost of the detailed cost estimate; the total of which must be approved by the City Engineer.
- b. The Developer agrees to provide to the City a Letter of Credit in the amount of 15% of the total cost of the detailed cost estimate; the total of which must be approved by the City Engineer.
 - c. The owner or successor providing a new name for the public road in the subdivision to the satisfaction of Brandon City Council.
 - d. The owner or successor submitting written confirmation to the City of Brandon Planning & Buildings Department that arrangements have been made for a joint use easement agreement and Plan of Easement to the satisfaction of Manitoba Hydro; Central Gas Manitoba Inc.; BellMTS Inc.; and Westman Communications Group, and registering the easement agreement along with the easement plan, if required, in series with the plan subdivision.
 - e. The owner or successor, submitting written confirmation to the City of Brandon Planning & Buildings Department that arrangements have been made for a blanket easement agreement to the satisfaction of BellMTS, and registering the easement agreement along with the easement plan, if required, in series with the plan subdivision.
 - f. The owner or successor submitting written confirmation to the City of Brandon Planning & Buildings Department that the Brandon School

Division has received a cash-in lieu contribution for school purposes.

- g. The owner or successor submitting written confirmation to the City of Brandon Planning & Buildings Department that the engineered drainage plan has been approved by the Manitoba Sustainable Development Department.

5.0 General Business

- a. Tracking Table
- b. Administrative Business
- c. Absences From Upcoming Meetings

6.0 Adjournment