

**CITY OF BRANDON PLANNING COMMISSION**

***REGULAR MEETING***

**Wednesday, January 15, 2020 - 7:00 p.m.**

**Councillors Meeting Room - City Hall**

# **AGENDA**

**1.0 Roll Call**

**2.0 Adoption of Agenda**

**3.0 Confirmation of Minutes**

**4.0 Public Hearing**

- a. **By-law No. 7254 Rezone and Subdivision**  
**1501 Moreland Avenue**  
**Owner: 6281100 Manitoba Ltd.**  
**Applicants: City of Brandon and SBC Inc.**

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

1. That the Public Hearing for By-law No. 7254 Rezoning and Subdivision at 1501 Moreland Avenue (Parcels ½, Plan 1694 BLTO) be concluded.
  
2. That the Planning Commission recommend City Council amend By-law No. 7254 (Z-08-19-B) to rezone part of 1501 Moreland Avenue (Parcels ½, Plan 1694 BLTO) as follows:
  - i. By adding immediately after the words “RMH Mobile/Modular Home” under Section 1 the words “and PR Parks and Recreation”;  
and
  - ii. By replacing Schedule B with Schedule B of By-law No. 7254 as attached to the report by Andrew Mok dated December 18, 2019.

And that the Planning Commission recommend City Council approve By-law No. 7254 (Z-08-19-B), as amended, to rezone part of 1501 Moreland Avenue (Parcels 1/2, Plan 1694 BLTO) from Development Reserve (DR) to Residential Mobile/Modular Home (RMH) and Parks and Recreation (PR), subject to the owner or successor entering into a

development agreement with the City of Brandon with the following conditions:

- i. The Developer agrees that the neighbourhood shall be developed in general consistency with the Council adopted Northridge Neighbourhood Plan, including but not limited to phasing, lot layout, public reserve dedications, land uses, density and roadway layout. The Developer agrees to construct modular home units in Phases 1 through 4 as identified within the Northridge Neighbourhood plan.
- ii. The Developer agrees to submit a land use application for the future subdivision of the lands to the City of Brandon for approval. Upon approval, the Developer agrees to register the subdivision of the lands, including the dedication of public right-of-ways and public reserve lands prior to the issuance of any development and/ or building permits for this development.
- iii. The Developer agrees to construct a temporary secondary access to the satisfaction of Brandon Fire and Emergency Services.
- iv. The Developer agrees to design and construct the extension of Moreland Avenue, to a full urban cross-section, from the intersection of Mockingbird Drive and Clare Avenue to the northern limit of the Phase 1 access, approximately 130m north of Clare Avenue.
- v. The Developer agrees to install a meter pit at all connections and future connections to the public water system for servicing the mobile home park.
- vi. The Developer agrees to design and construct a 3.0m wide asphalt pathway within the Moreland Avenue right-of-way and along the north side of Clare Avenue in accordance with the Northridge Neighbourhood Plan.
- vii. The Developer agrees to design and construct improvements on the Public Reserve lands including but not limited to sodding and tree planting upon completion of Phase 3.
- viii. The Developer agrees to enter into an easement agreement for sanitary sewer purposes between the lands and 1 Mockingbird Drive and register the agreement on both titles in series with the plan of subdivision. The developer agrees to provide written confirmation of registration prior to the issuance of any development and/or building permits for this development.
- ix. 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.
- x. The Developer agrees prior to issuance of a development permit, to contribute \$283.50 per unit to the Brandon School Division.

- xi. The Developer agrees that development charges of \$415,752.76 are due at the time of execution of this development agreement. Additional development cost charges will be charged against any future buildings and will be applied at the time of issuance of a building permit.
- xii. The Developer agrees to complete a Heritage Resources Impact Assessment through a qualified archaeological consultant to the satisfaction of Manitoba Historic Resources Branch.
- xiii. The Developer agrees to pay a contribution towards boulevard trees for Moreland Avenue and Clare Avenue. The amount of trees and payment for such trees will be determined upon the Developer's submission of engineered drawings prior to the registration of subdivision of the lands and based upon the City's tree contract pricing for the current year.
- xiv. 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.
- xv. 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.

And 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.

3. That the Planning Commission recommend Brandon City Council approve the application to subdivide (4500-19-692) 1501 Moreland Avenue (Parcels 1/2, Plan 1694 BLTO) to create two (2) lots, a public road, and a public reserve in the Development Reserve (DR), Residential Mobile/Modular Home (RMH), and Parks and Recreation (PR) Zones, subject to:
  - i. The site being partially rezoned from Development Reserve (DR) to Residential Mobile/Modular Home (RMH) and Parks and Recreation (PR).
  - ii. Immediately prior to the subdivision, Parcels 1 and 2 of Plan 1694 BLTO be first consolidated into a single title.

**b. By-law No. 7256 Rezone  
235 Glen Avenue  
Owner: Kenny Chow (Lee Choy Limited)  
Applicant: Kenny Chow (Lee Choy Limited)**

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

1. That the Public Hearing for By-law No. 7256 (Z-09-19-B) at 235 Glen Avenue (Lot 1, Block 4, Plan 925 BLTO) be concluded.
2. That the Planning Commission recommend City Council approve By-law No. 7256 Z-09-19-B to rezone property at 235 Glen Avenue (Lot 1, Block 4, Plan 925 BLTO) from Commercial Arterial (CAR) zone to Residential Mobile/Modular Home (RMH) zone, subject to the owner or successor entering into a development agreement with the City of Brandon including the following conditions:
  - i. The Developer agrees to consolidate Titles No. 3011130/2 and 1872868/2, prior to the issuance of any development and/or building permit.
  - 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 install a water meter pit at the property line or a location as determined acceptable by Engineering for all water connections to the public water system. All servicing connections are to be on the private side of the meter pit.
  - iv. The Developer agrees to enter into a Private Sewer and Water Agreement with the City Of Brandon, for the servicing of the dwelling units located within the development. The agreement is to be executed by the property owner prior to the issuance of any development and/or building permits and shall be registered against title with the Brandon Land Titles Office.
  - v. The Developer agrees to construct a minimum 3.0m treed buffer between the proposed residential development and the existing industrial lands north of 235 Glen Avenue.
  - vi. The Developer agrees to contribute \$43,676.00 towards half of the construction cost to upgrade Charles Street for the length of the lands. Said construction is to be completed by the City of Brandon at a future date.
  - vii. The Developer agrees to construct upgrades to the adjacent rights of way in the form of barrier curbing and sidewalk within the Glen Avenue right of way adjacent to the southerly site line of

- the property and a sidewalk within the Charles Street right of way adjacent to the easterly site line of the property.
- viii. The Developer agrees prior to issuance of development permit, to contribute \$283.50 per unit to the Brandon School Division.
  - ix. The Developer agrees to contribute \$2,578.68 in lieu of land dedication for public reserve. Payment is due upon execution of the development agreement.
  - x. The Developer agrees that development charges of \$36,878.72 are due at the time of execution of this development agreement. Additional development cost charges will be charged against any future buildings and will be applied at the time of issuance of a building permit.
  - xi. The Developer agrees to pay a contribution towards boulevard trees on Glen Avenue and Charles Street. The amount of payment for such trees will be determined upon the Developer's submission of engineered drawings prior to the registration of subdivision of the lands and based upon the City's tree contract pricing for the current year.
  - xii. 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 submitted for review and acceptance by the City Engineer.
  - xiii. 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.

And 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.

**c. Variance Application**  
**4100 Grand Valley Road**  
**Owner: Mark & Joan Kovitch**  
**Applicant: Mark Kovitch**

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

1. That the Public Hearing for Variance Application V-03-18-B at 4100 Grand Valley Road be concluded.
2. That Variance Application V-03-18-B to:
  - a. Expand the lawful non-conforming use (i.e. existing campground); and
  - b. Vary Section 69 Floodplain Overlay Zone to allow for portable structures within the diked area;

in the Parks and Recreation (PR) and Open Space (OS) Zones be approved at 4100 Grand Valley Road (Parcel A, Plan 1706 BLTO, Parcel A, Plan 32096 BLTO, Parcel A/B, Plan 1097 BLTO exc Road Plan 1328 BLTO, Parcel G, Plan 31788 BLTO, Pt. SW ¼ 28-10-19 WPM, Pt. NE ¼ 21-10-19 WPM) in accordance with the letter of intent "Attachment A-3 and A-4", and the site plan "Attachment B-2", subject to the owner or successor entering into a development agreement with the City of Brandon with the following conditions:

- i. The Developer agrees the Heritage Resource Impact Assessment investigation is to be implemented based on consultations with the appropriate communities and stakeholders.
- ii. The Developer agrees that the Heritage Resource Impact Assessment report of findings be submitted to Manitoba Sport, Culture and Heritage, Historic Resources Branch for review and written confirmation that a satisfactory Heritage Resource Impact Assessment has been undertaken prior to the start of any development.
- iii. The Developer agrees the campground will not be occupied by the public when the Turtle Crossing berm provides less than two feet of freeboard above the level of the Assiniboine River.
- iv. The Developer agrees the minimum elevation level of the proposed berm must be 362.2m, as calculated to allow 0.6m of freeboard above the 1:200 design flood level.
- v. The Developer agrees to install a fence around the gravesite and identify the area as the "Brandon Residential School gravesite" in accordance with the 2019 Heritage Impact Assessment, conducted by Finlay Heritage Consulting Inc. The fenced area shall be surveyed by a Manitoba Land Surveyor and verified by an archaeologist licenced to practice in Manitoba.

- vi. The Developer agrees, when necessary, to cooperate fully with the City of Brandon, the Government of Manitoba, the Government of Canada, and/or Indigenous organizations for the exhumation of the bodies in the gravesites for re-burial elsewhere, including but not limited to the granting of access to said organizations, or agents thereof, to complete the exhumation of the bodies. Once exhumation is complete, the Developer may remove the fence and revert to use as they see fit.
- vii. The Developer agrees to design an emergency warning process and life safety evacuation plan to alert campers / visitors of the campground within 10 minutes of an emergency event that requires evacuation of the site. The warning process and life safety evacuation plan is to be reviewed and accepted by the City Of Brandon's Emergency Coordinator.
- viii. The Developers agrees to be responsible of notifying all campers / visitors of the campground of the emergency warning process and life safety evacuation plan. The method of notification is to be reviewed and accepted by the City of Brandon's Emergency Coordinator.
- ix. The Developer agrees that no structures or camping trailers will be permitted outside of the berm protection area and that any proposed uses outside of the berm protection area shall be limited to tents only.
- x. The Developer agrees that any residential use of the site, including mobile and modular homes is prohibited, save and except for any residential use previously approved to this variance application.
- xi. The Developer agrees that should any permanent public amenity / multipurpose accessory structures be proposed within the campground, that those structures be flood proofed and designed by a professional Engineer licensed to practice in the Province of Manitoba.
- xii. The Developer agrees to execute an easement agreement with the City of Brandon for the existing public 400mm watermain and pump house located at the east end of the Lands.
- xiii. The Developer agrees to construct the gravel road required to access the pump house. The construction of the road must be designed to accommodate heavy truck traffic and include a turnaround with a minimum 13m turning radius.
- xiv. The Developer agrees to provide proof of ownership or easement demonstrating they have legal right to all the lands in which the berm will be located.
- xv. The Developer agrees to provide drainage information and trip generation projections to Manitoba Infrastructure, Engineering and Operations Division for review and acceptance.
- xvi. The Developer agrees to obtain all required approvals from

appropriate governing agencies and provide such approvals to the City of Brandon prior to the issuance of any development/building permits.

- xvii. The Developer agrees to save harmless the City by way of inclusion of save harmless clauses in the development agreement.

And 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.

## **5.0 General Business**

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

## **6.0 Adjournment**