

**CITY OF BRANDON PLANNING COMMISSION**

***REGULAR MEETING***

**Wednesday, May 18, 2022 - 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 & Variance Application**

**21 Willowcrest Avenue**

**Owner:** Brandon Evergreen Enterprises Ltd.

**Applicant:** Brandon Evergreen Enterprises Ltd.

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

- I. That the combined Public Hearing for Subdivision (4500-22-719) and Variance Application V-06-22 at 21 Willowcrest Avenue (Parcels A/B, Plan 1269 BLTO, Parcels 1/2, Plan 1287 BLTO, Parcel B, Plan 1547 BLTO, Parcel 1, Plan 1592 BLTO) be concluded.
- II. That the Planning Commission recommends Brandon City Council approve the application to subdivide (4500-22-719) 21 Willowcrest Avenue (Parcels A/B, Plan 1269 BLTO, Parcels 1/2, Plan 1287 BLTO, Parcel B, Plan 1547 BLTO, Parcel 1, Plan 1592 BLTO) to create one (1) lot and a public road in the Residential High Density (RHD) Zone, subject to the owner or successor:
  1. Entering into a development agreement with the City of Brandon, to be registered in series with the subdivision, with the following conditions:
    - a. The Developer agrees that the development agreement shall be outlined into three sections:
      - Overall Site Conditions of Development (shared responsibility of all property owners);
      - Lot 1 Conditions of Development; and

- Lot 2 Conditions of Development.

The Developer further agrees to construct a maximum of 194 high density residential units and a public right-of-way in general consistency with the proposed site plan and any variation of the plan may require the Developer to obtain approval from Brandon City Council who may request additional public input and amendment to the agreement.

#### Overall Site Conditions of Development

- b. The Developer agrees to dedicate a portion of Willowcrest Avenue to the City as public right-of way. The portion of road to be dedicated shall be in accordance with the Subdivision Application Map and the Plan of Subdivision and shall be a minimum width of 7.3m with sufficient boulevard to accommodate a sidewalk. Should the Developer be unable to dedicate sufficient right of way to accommodate a sidewalk, the Developer will be required to secure an Easement Agreement with the property owner of 1640 Sycamore Drive to allow for unimpeded access to the sidewalk in perpetuity for both Lot 1 and Lot 2.
- c. The Developer agrees to construct a 1.8m sidewalk along the north side of the right-of-way for the entire length of Lot 1. The design of all work proposed in the right-of-way is subject to review and acceptance by the City Engineer prior to the issuance of a development permit, and shall be performed as stated in the latest edition of the City of Brandon's Standard Construction Specifications.
- d. The Developer agrees to plant a minimum of 3 private trees on the south side of the right-of-way within Lot 1 in lieu of City boulevard trees. The Developer will be responsible to maintain these trees.
- e. The Developer agrees to submit to the Engineering Department all materials testing data, televising including mandrel results and as-built drawings confirming that construction to date has been completed in accordance with the Standard Construction Specifications for all works that are proposed to be transferred to City ownership through the right-of-way dedication extending Willowcrest Avenue. Such results are to be reviewed by the City with acceptance of all works to be confirmed in writing prior to the release of a development permit.

- f. The Developer agrees to design and construct Willowcrest Avenue from Lyndale Drive to the westerly limits of Lot 2. Road construction must also include the relocation of the existing fire hydrant at the northeast corner of Lyndale Drive and Willowcrest Avenue and any related shallow infrastructure relocations. 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.
- g. The Developer agrees to provide the City with a Detailed Cost Estimate for all work within the right-of-way. The Detailed Cost Estimate is to include all work proposed to be public and all work previously constructed under the original Developer which will become public through the right-of-way dedication. 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.
- h. 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.
- i. The Developer agrees to secure an Easement Agreement for shared drainage between Lot 1 and Lot 2. The Easement Agreement shall include the drainage outlet of Lot 1 and at a minimum, acceptance of 5-year pre-development stormwater flows from Lot 1. The Easement Agreement shall be registered in series with the Plan of Subdivision.
- j. The Developer agrees to execute a Construction Conforming Agreement for Lot 1, Lot 2 and 1640 Sycamore Drive to allow for continued and unimpeded secondary access of Lot 1 over Lot 2 and 1640 Sycamore Drive and Lot 2 through 1640 Sycamore Drive. The Construction Conforming Agreement is to be registered on all affected titles prior to the release of any building permits for Lot 1 and/or Lot 2.
- k. The Developer agrees to clear snow on Willowcrest Avenue east of Lyndale Drive in perpetuity.

## Lot 1 Conditions of Development

- i. The Developer agrees to mitigate the increased stormwater runoff on Lot 1 by either controlling the release rate to that of a 5-year pre-development event while providing storage for a 100-year post-development event or providing evidence of an agreement with Lot 2 to allow for runoff to be discharged onto Lot 2 at an uncontrolled rate whereas Lot 2 will control the release rate to that of a 5-year pre-development event while providing storage for a 100-year post development event taking both Lot 1 and Lot 2 into consideration. 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.
- m. The Developer agrees to enter into a Private Sewer and Water Agreement with the City. The Private Sewer and Water Agreement is to be registered on Lot 1 in series with the Plan of Subdivision. Upon registration of this agreement on title, the City undertakes to discharge the previous Private Sewer and Water Agreement currently registered on title of the original parcel. All registration costs shall be at the sole cost of the Developer.
- n. The Developer agrees to improve and maintain the public reserve area located south of Lot 1 for the entire length of Lot 1. This shall include but not be limited to, designing and constructing a 1.8m (6.0ft) high fence on the south property line of the public reserve and landscaping and tree planting within the public reserve. The Developer further agrees to maintain the public reserve and fencing, which includes but is not limited to, cutting grass and watering the trees, in perpetuity.
- o. The Developer agrees to abandon all watermain east of *"Sta 0+055,83, as shown on Drawing C2.2"* stamped as "Reviewed for Construction" dated October 16, 2017 which was installed for future looping purposes. The Developer further agrees to install a new fire hydrant at the southerly dead end of the private watermain.
- p. The Developer agrees that all existing private water services, which were installed in accordance with previously accepted design drawings and are proposed to

be abandoned, are to be disconnected at the private watermain.

- q. The Developer agrees that all existing private sewer services, which were installed in accordance with previously accepted design drawings and are proposed to be abandoned, are to be disconnected at the private sewer main.
- r. 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 in the amount of \$3,645.00 for the proposed 18 units. Payment of receipt will be required prior to issuance of the subdivision certificate of approval.

#### Lot 2 Conditions of Development

- s. The Developer agrees to mitigate the increased stormwater runoff on Lot 2 by controlling the release rate to that of a 5-year pre-development event while providing storage for a 100-year post-development event. 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.
- t. The Developer agrees to enter into a Private Sewer and Water Agreement with the City. The Private Sewer and Water Agreement is to be registered on Lot 2 in series with the Plan of Subdivision. Upon registration of this agreement on title, the City undertakes to discharge the previous Private Sewer and Water Agreement currently registered on title of the original parcel. All costs of registrations shall be at the sole cost of the Developer.
- u. The Developer agrees to improve and maintain the public reserve area located south of Lot 2 for the entire length of Lot 2. This shall include but not be limited to, designing and constructing a 1.8m (6.0ft) high fence on the south property line of the public reserve and landscaping and tree planting within the public reserve. The Developer further agrees to maintain the public reserve and fencing, which includes but is not limited to, cutting grass and watering the trees, in perpetuity.

- v. The Developer acknowledges the site will be subject to development charges. Network Infrastructure charges shall be in accordance with the 2022 Fee Schedule in the amount of \$154,627.60 and will be due upon the execution of the development agreement. Should the development agreement not be executed in the year in which development charges have calculated, the development charges calculation will be re-calculated to reflect the current year in which the agreement is signed. Additional development charges will be charged against any future buildings and will be applied at the time of issuance of a building permit.
  
- w. 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 in the amount of \$33,615.00 for the proposed 166 units. Payment of receipt will be required prior to issuance of the subdivision certificate of approval.
  
- x. 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.

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.

- 2. Submitting written confirmation to the City of Brandon Planning & Buildings Department that arrangements have been made for postal service to the satisfaction of Canada Post;
- 3. Providing 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; and
- 4. 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, BellMTS, and Westman Communications Group, and registering the easement agreement

along with the easement plan, if required, in series with the plan subdivision.

**b. Variance Application**

**21 Willowcrest Avenue**

**Owner:** Brandon Evergreen Enterprises Ltd.

**Applicant:** Brandon Evergreen Enterprises Ltd.

- III. That Variance Application V-06-22 to vary Table 10 under Section 51 of the Zoning By-Law by decreasing the required interior east side yard in from 4.6m to 3.0m in the Residential High Density (RHD) Zone be approved at Proposed Lot 1 within 21 Willowcrest Avenue, as set out under subdivision application 4500-22-719 (Parcels A /B, Plan 1269 BLTO, Parcels 1/2, Plan 1287 BLTO, Parcel B, Plan 1547 BLTO, Parcel 1, Plan 1592 BLTO), in accordance with the attached letter of intent "Attachment A-4" and site plan "Attachment B-3".

**c. 2022 Organizational Structure**

- I. That pursuant to Section 19 of the Planning Commission By-law No. 6843, Commissioner (Name) be appointed Chairperson as head of the Planning Commission with a term of office beginning immediately after the meeting and to expire December 31<sup>st</sup>, 2022

**5.0 General Business**

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

**6.0 Adjournment**