

CITY OF BRANDON PLANNING COMMISSION

REGULAR MEETING

Wednesday, August 15, 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. **Conditional Use; Variance**
847 – 11th Street
Owner: J & G Homes Ltd.
Applicant: J & G Homes Ltd.

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

1. That the Public Hearing for Conditional Use Application (C-11-18-B) and Variance Application (V-11-18-B) at 847 – 11th Street be concluded.
2. That the Conditional Use (C-11-18-B) to allow for the development of a three dwelling units building on an interior lot in the RLD-Residential Low Density zone be approved at 847 - 11th Street (Lots 15/16, Block 37, Plan 16 BLTO exc. Nly 4 feet of Lot 15) in accordance with the intent of the application "Attachment A-1", the letter of intent "Attachment A-3" and the site plan "Attachment B-2".
3. That Variance Application (V-11-18-B) to vary Section 71(b) of the Zoning By-law by decreasing the distance of multiple dwelling units from a railway right-of-way from 30.0m to 17.0m to allow for the development of a three dwelling units building in the RLD zone be approved at 847 - 11th Street (Lots 15/16, Block 37, Plan 16 BLTO exc. Nly 4 feet of Lot 15) in accordance with the intent of the application "Attachment A-2", the letter of intent "Attachment A-3" and the site plan "Attachment B-2".

- b. By-law No. 7214 Rezone; Subdivision**
700 Maryland Avenue
Owner: City of Brandon; Brandon School Division
Applicant: MCM Architects Inc.

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

1. That the Public Hearing for By-law 7214 (Z-02-18-B) to rezone a property at 700 Maryland Avenue (part of 1900 - 6th Street, 1951 - 7th Street, and 1900 - 8th Street) from Open Space (OS) to Educational & Institutional (EI), and Subdivision Application (4500-18-671) to create one (1) lot and a public road be concluded.
2. That the Planning Commission recommend City Council approve By-law No. 7214 (Z-02-18-B) to rezone part of 1900 – 6th Street, 1951 – 7th Street, and 1900 – 8th Street (Lots 1/21 and 26/46, Blocks 3/4 and Part Lots 1/21 and 26/46, Block 5, Plan 300 BLTO, and Part Parcels B/H, Plan 37279 BLTO) from Open Space (OS) to Educational & Institutional (EI).
3. That the Planning Commission recommend Brandon City Council approve the application to subdivide (4500-18-671) 1900 – 6th Street, 1951 – 7th Street, and 1900 – 8th Street (Blocks 3/5, Plan 300 BLTO, and Parcels B/H, Plan 37279 BLTO) to create one (1) lot and a public road in the Open Space (OS) and Educational & Institutional (EI) Zones, subject to the following conditions:
 - a. The owner or successor enters into a development agreement with the City of Brandon, to be registered in series with the subdivision, with the following conditions:
 - i. The Developer agrees to construct an elementary school as per the attached site plan (Schedule B).
 - ii. The Developer agrees to pay a contribution towards twenty (20) 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.
 - iii. The Developer agrees to provide a landscaping plan showing the location of the twenty (20) boulevard trees. Tree species will be determined by the City of Brandon at the time of planting.

- iv. The Developer agrees to design and construct an access from the Lands to Maryland Avenue to allow for separate lanes of traffic turning right and left onto Maryland Avenue. Such design will be subject to the review and acceptance of the City Engineer. All costs associated with the access will be at the sole cost of the Developer.
- v. The Developer agrees to contribute towards the upgrade of the southbound 1st Street right turn auxiliary lane at the intersection with Maryland Avenue and 1st Street in the amount of \$13,000.00. This contribution will be held in a Reserve Account and applied towards the future upgrade. Payment in full will be required at the time of execution of the development agreement.
- vi. The Developer agrees to contribute towards land drainage sewer upgrades to redirect the existing land drainage sewer outlet from the MacLeod Drive alignment, which presently crosses through the Lands, to Cornwallis Crescent in the amount of \$83,259.65. This contribution will be held in a Reserve Account and applied towards the future upgrade. Payment in full will be required at the time of execution of the development agreement.
- vii. The Developer agrees to contribute towards the southeast lift station servicing the area in the amount of \$19,200.00 based upon a 0.037 Residential Equivalent Unit/person (including staff and students) of a full build out school population of 845. This contribution will be applied to upgrades already completed by the City of Brandon. Payment in full will be required at the time of execution of the development agreement.
- viii. The Developer agrees to arrange with the City of Brandon Operations Division for the installation of a crosswalk at the Maryland Avenue/MacLeod Drive intersection. All costs associated with the crosswalk will be at the sole cost the Developer.
- ix. The Developer agrees to arrange with the City of Brandon Operations Division for the installation of RB-55 (“No Parking”) signage on both sides of Maryland Avenue adjacent to the site. All costs associated with the signage will be at the sole cost the Developer.
- x. The Developer agrees that should relocation of any existing Brandon Transit bus stop(s) be required to accommodate the development, the Developer agrees to arrange with the City of Brandon Operations Division the

relocation of the bus stop(s). All costs associated with the relocation will be at the sole cost of the Developer.

- xi. The Developer agrees should the Brandon School Division proposed to extend their fencing on the west side of the Lands to meet up with existing fencing at the rear of the 9th Street properties, the Brandon School Division will maintain City owned lands within the fenced area and provide gates for City access to the ditch from Maryland Avenue for maintenance purposes. All costs associated with the fencing and gates will be at the sole cost the Developer.
- xii. The Developer will agree to save harmless the City by way of inclusion of save harmless clauses in the development agreement as the property is located within Methane Gas Zones 1, 2 and 3.

- b. The owner or successor submits written confirmation to the City of Brandon Planning & Buildings Department that arrangements have been made for an easement agreement and Plan of Easement to the satisfaction of BellMTS, and registering the easement agreement along with the easement plan, if required, in series with the plan of subdivision.

5.0 General Business

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

6.0 Adjournment