Minute No. 609
Report - Standing Policy Committee on Property and Development - July 5, 2005

Item No. 20 **Encroachment Agreement - 131 Provencher Holdings Ltd. for Parking Purposes at Centreville - Encroaching onto the rue Dumoulin Right-Of-Way**
File ED(35)

COUNCIL DECISION:

Council concurred in the recommendation of the Standing Policy Committee on Property and Development and adopted the following:

1. That an Encroachment Agreement in favour of 131 Provencher Holdings Ltd. for parking purposes within the rue Dumoulin right-of-way, shown as 'Encroachment Area' on Misc. Plan No. 12572, be approved in accordance with the terms and conditions outlined on Schedule "A' to the report from the Director of Planning, Property and Development dated June 16, 2005, the Agreement to provide for such other terms and conditions as are deemed necessary by the Director of Planning, Property and Development and the City Solicitor/Manager of Legal Services to protect the City's interests.

2. That the Proper Officers of the City be authorized to do all things necessary to implement the intent of the foregoing.

Report - Standing Policy Committee on Property and Development - July 5, 2005

DECISION MAKING HISTORY:

Moved by Councillor De Smedt,
That the recommendation of the Standing Policy Committee on Property and Development be adopted by consent.

Carried

EXECUTIVE POLICY COMMITTEE RECOMMENDATION:

On July 20, 2005, the Executive Policy Committee concurred in the recommendation of the Standing Policy Committee on Property and Development and submitted the matter to Council.

STANDING COMMITTEE RECOMMENDATION:

On July 5, 2005, the Standing Policy Committee on Property and Development concurred in the administrative recommendation and submitted the matter to the Executive Policy Committee and Council.

Re: Proposed Encroachment Agreement in Favour of 131 Provencher Holdings Ltd. for Parking Purposes at Centreville Encroaching onto the Rue Dumoulin Right-Of-Way
Riel Community
St. Boniface Ward

For submission to: Standing Policy Committee on Property and Development

Original report signed by: Director of Planning, Property and Development

Report date: June 16, 2005

Recommendation(s):

1. That Council approve an Encroachment Agreement in favour of 131 Provencher Holdings Ltd. for parking purposes within the Rue Dumoulin right-of-way, shown as 'Encroachment Area' on Misc. Plan No. 12572, attached, in accordance with the terms and conditions outlined on attached Schedule 'A'; the Agreement to provide for such other terms and conditions as are deemed necessary by the Director of the Planning, Property and Development Department and by the City Solicitor/Manager of Legal Services to protect the City's interests.

2. That the Proper Officers of the City be authorized to do all things necessary to implement the intent of the foregoing.

REPORT SUMMARY

Key Issues:

- The Planning, Property and Development Department has negotiated proposed terms and conditions of an Encroachment Agreement in favour of 131 Provencher Holdings Ltd. for parking purposes.
- This report seeks approval of the Encroachment Agreement as negotiated.

Implications of the Recommendation(s):

General implications:

X	**None**
	For the organization overall and/or for other departments
	For the community and/or organizations external to the City of Winnipeg
	Involves a multi-year contract

Comment(s):

-

Policy implications:

X	**No**
	Yes

Comment(s):

-

Environmental implications:

X	**No**
	Yes

Comment(s):

-

Human resources implications:

X	**No**
	Yes

Comment(s):

-

Financial implications:

X	**Within approved current and/or capital budget**
	Current and/or capital budget adjustment required

Comment(s):

-

REASON FOR THE REPORT:

Council has the authority to permit or license the use of public right-of-way.

The Planning, Property and Development Department has negotiated the terms and conditions of an Encroachment Agreement in favour of 131 Provencher Holdings Ltd. for parking purposes within the Rue Dumoulin right-of-way. The report seeks Council's approval to the proposed Encroachment Agreement.

HISTORY:

Rancho Realty Services (Manitoba) Ltd., on behalf of 131 Provencher Holdings Ltd., submitted an encroachment application to the City's Zoning and Permits Branch for the proposed establishment of a parking area within the Rue Dumoulin right-of-way, to be used in conjunction with its property located at 131 Provencher Boulevard (see Misc. Plan No. 12572).

The application was circulated to various City departments and public utilities for consideration and comments. No objections were received for the proposed development and use of the subject right-of-way.

DISCUSSION:

Pursuant to Section 4(1)(d) of the City's Encroachment By-law No. 692/74, the Department has concluded its negotiations of an Encroachment Agreement with Rancho Realty Services (Manitoba) Ltd. and both parties concur that the proposed terms and conditions are fair and reasonable. As well, the proposed terms and conditions are consistent with other such Encroachment Agreements for similar uses.

Briefly, the terms and conditions of the Encroachment Agreement (Schedule 'A' attached), agreed to by Rancho Realty Services (Manitoba) Ltd. are as follows:

Term:	Two year term, commencing July 1, 2005.
Purpose:	Development and use for assigned parking only.
Rental:	$3,300.00 per annum plus GST
Insurance:	General Liability Insurance of at least $2,000,000.00, naming the City of Winnipeg as additional insured and containing a cross-liability clause and provision to provide fifteen (15) days notice of cancellation/termination.
Cancellation:	The City reserves the right to cancel the Agreement, without notice, if the proposed encroachment is proving to be an encumbrance to the operation of the facility at this location.
Other:	The development and maintenance of the encroachment area will be performed at the sole cost, expense and effort of 131 Provencher Holdings Ltd. including obtaining all permits required to develop, occupy and utilize the subject property for its intended use prior to the development of the parking. The subject parking spaces shall be developed in accordance with Zoning Bylaw 6400/94 standards and be subject to Boulevard Provencher Design Review. Any other terms and conditions as are deemed necessary by the Director of the Planning, Property and Development Department and by the City's Solicitor/Manager of Legal Services to protect the City's interests.

Financial Impact Statement

Date: June 15, 2005

Project Name:

Proposed Encroachment Agreement in Favour of 131 Provencher Holdings Ltd. for Parking Purposes at Centreville Encroaching onto the Rue Dumoulin Right-Of-Way

First Year of Program 2005

	2005	2006	2007	2008	2009
Capital					
Capital Expenditures Required	$ -	$ -	$ -	$ -	$ -
Less: Existing Budgeted Costs	-	-	-	-	-
Additional Capital Budget Required	$ -	$ -	$ -	$ -	$ -
Funding Sources:					
Debt - Internal	$ -	$ -	$ -	$ -	$ -
External	-	-	-	-	-
Grants (Identify)	-	-	-	-	-
Reserves, Equity, Surplus, Other	-	-	-	-	-
Total Funding	$ -	$ -	$ -	$ -	$ -
Total Additional Capital Budget Required	$ -				
Total Additional Debt Required	$ -				
Current Expenditures/Revenues					
Direct Costs	$ -	$ -	$ -	$ -	$ -
Less: Incremental Revenue/Recovery	1,650	3,300	1,650	-	-
Net Cost/(Benefit)	$ (1,650)	$ (3,300)	$ (1,650)	$ -	$ -
Less: Existing Budget Amounts	-	-	-	-	-
Net Budget Adjustment Required	$ (1,650)	$ (3,300)	$ (1,650)	$ -	$ -

Additional Comments:

The proposed lease agreement would result in the City accruing $3,300 per annum over two years. The amount in 2005 has been adjusted to reflect a July 1, 2005 commencement date while the amount in 2007 has been adjusted to reflect a June 30, 2007 termination date.

"Original signed by"
Mike McGinn, CA
Manager of Finance

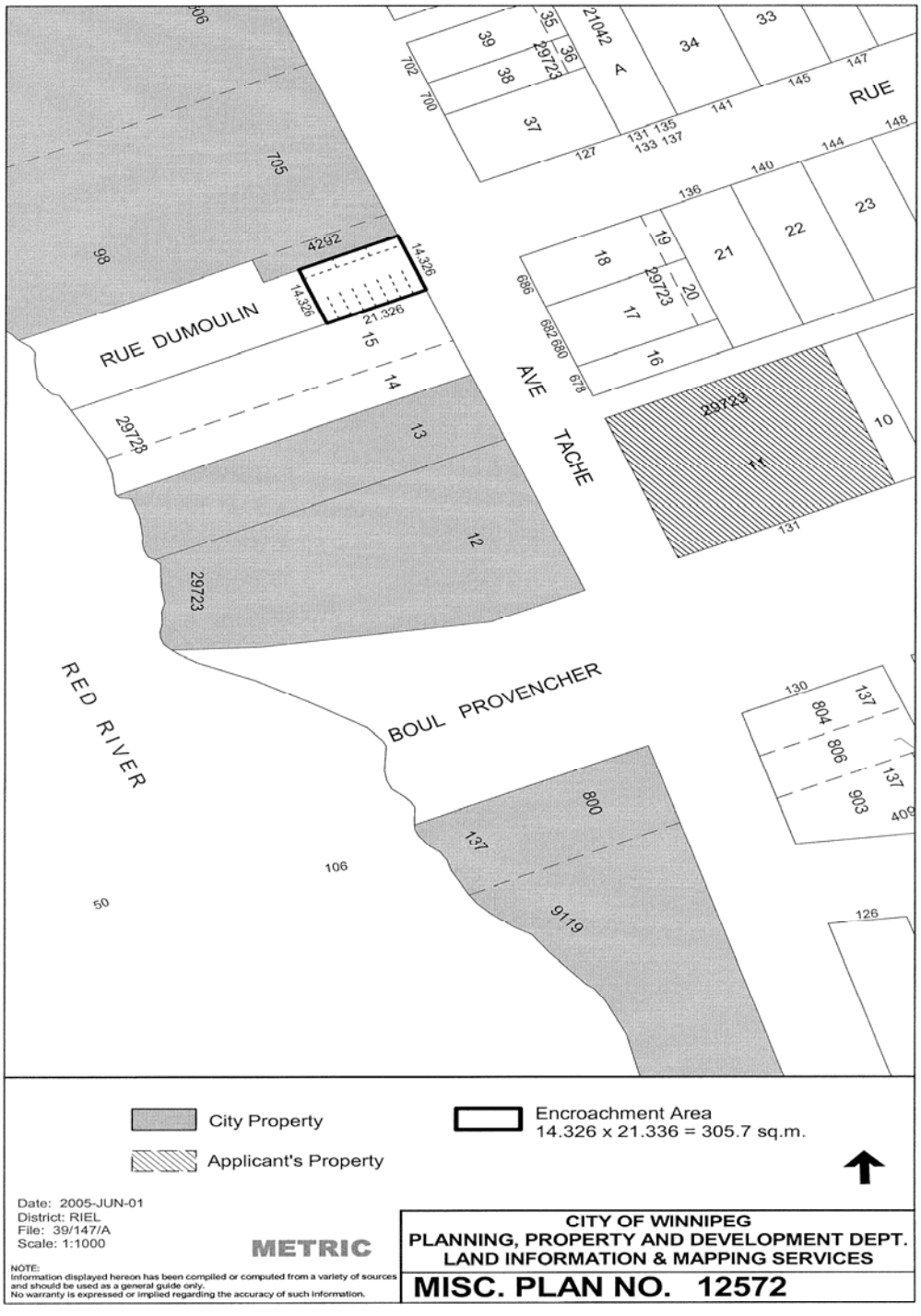
IN PREPARING THIS REPORT, THERE WAS CONSULTATION WITH AND CONCURRENCE BY:

Water and Waste Department, Public Works Department and Zoning and Permits Branch

THIS REPORT SUBMITTED BY:

Planning, Property and Development Department
Division: Real Estate Division
Prepared by: Maxine Clayton
PPD File #: 4254/33

Document name: o:\reports directive\real estate\leasing\(mpc)encroachmentagrmtruedumoulin.doc


RUE DUMOULIN
AVE TACHE
BOUL PROVENCHER
RED RIVER
RUE
City Property
Applicant's Property
Encroachment Area
14.326 x 21.336 = 305.7 sq.m.
Date: 2005-JUN-01
District: RIEL
File: 39/147/A
Scale: 1:1000
METRIC
NOTE:
Information displayed hereon has been compiled or computed from a variety of sources and should be used as a general guide only.
No warranty is expressed or implied regarding the accuracy of such information.
CITY OF WINNIPEG
PLANNING, PROPERTY AND DEVELOPMENT DEPT.
LAND INFORMATION & MAPPING SERVICES
MISC. PLAN NO. 12572

SCHEDULE "A"

Proposed terms and conditions for Encroachment Agreement for parking purposes shown as, "Encroachment Area" on the attached Misc. Plan No. 12572

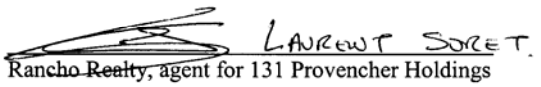
Use:	Assigned Parking purposes only.
Area:	Shown and identified as 'Encroachment Area' on Misc. Plan No. 12572, attached hereto.
Term:	Two year term, commencing July 1, 2005.
Rental:	$3,300.00 per annum, plus GST based on 11 stalls at $25.00 per stall per annum.
Taxes:	All municipal taxes, school taxes, local improvements, license fees, business tax, etc. which may be charged in respect of the use and occupation of the Subject City Properties.
Insurance:	General Liability Insurance of at least $2,000,000.00, naming The City of Winnipeg as additional insured, policy to contain a cross-liability clause and provision to provide fifteen (15) days notice of cancellation/termination.
Cancellation:	The City reserves the right to cancel any agreement, without notice, if the proposed encroachment is proving to be an encumbrance to the operation of the facility located at this location

Conditions:

- The development and maintenance of the encroachment area will be performed at the sole cost, expense and effort of 131 Provencher Holdings Ltd. including, obtaining all permits required to develop, occupy and utilize subject property for its intended use prior to the development of the parking.
- The subject parking spaces shall be developed in accordance with Zoning Bylaw 6400/94 standards and be subject to Boulevard Provencher Design Review.
- All development plans are to be submitted to the Director of Water and Waste for approval before the commencement of any works on the subject property.
- The City shall have the right of access to the encroachment area at any time (24 hours a day, seven days a week) by its employees or other persons acting with its authorization, with or without equipment to maintain, operate, repair, inspect or rehabilitate existing watermains, sewer lines, the existing pumping station and appurtenances located within the encroachment area.
- The submitted proposal identifies four parking spaces located along the north property line of the subject property; numbered 8 through 12. The number of spaces in this location be reduced from four to three with the elimination of the space numbered 9.
- Snow removal must be hauled away and not piled on the subject site.

- No permanent structures be erected within the encroachment area.
- Any other terms and conditions as are deemed necessary by the Director of the Planning, Property and Development Department, the Director of the Water and Waste Department and by the City Solicitor/Manager of Legal Services to protect the City's interests.
- 131 Provencher Holdings Ltd. agrees to enter into an appropriate Encroachment Agreement with the City embodying the within terms and conditions and in a form satisfactory to the City Solicitor/Manager of Legal Services.
- This proposal is subject to final approval by the City of Winnipeg's Council, or its delegated authority.

I, Rancho Realty, being duly authorized to act on behalf of 131 Provencher Holdings Ltd. hereby agree to enter into an Encroachment Agreement with the City of Winnipeg for the use of the property identified as "Encroachment Area" on the attached Misc. Plan No. 12572 and in accordance with the terms and conditions as outlined herein on this Schedule "A".



~~Rancho Realty~~, agent for 131 Provencher Holdings

June 08, 2005.

Date