Minute No. 683
Report - Standing Policy Committee on Property and Development - September 12, 2005

Item No. 14 **Sale of City Property - north of Dowker Avenue, east of Pembina Highway**
File FI-2.4(32)

COUNCIL DECISION:

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

1. That the sale of the City-owned property, shown in broken outline on Misc. Plan No. 12201/1, be approved in favour of Pembina Trails School Division at a price of $14,000.00 in accordance with the Offer to Purchase dated May 26, 2005, and upon such additional terms and conditions that the Director of Planning, Property and Development and the City Solicitor/Manager of Legal Services consider necessary to protect the interest of the City and to achieve the intent of the Standing Policy Committee on Property and Development.

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 - September 12, 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 September 21, 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 September 12, 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 Sale of City Property located North of Dowker Avenue, East of Pembina Highway**
City Centre Community
Fort Rouge - East Fort GarryWard

For submission to: **Standing Policy Committee on Property and Development**

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

Report date: August 24, 2005

Recommendation(s):

1. That the sale of the City-owned property shown in broken outline on Misc. Plan No. 12201/1, attached, be approved in favour of Pembina Trails School Division at a price of $14,000.00 in accordance with the Offer to Purchase, dated May 26, 2005 attached, and upon such additional terms and conditions that the Director of Planning, Property and Development and the City Solicitor/Manager of Legal Services consider necessary to protect the interest of the City and to achieve the intent of the Standing Policy Committee on Property and Development.
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 Pembina Trails School Division requested to acquire a small parcel of land situated between Vincent Massey Collegiate (975 Dowker Avenue) and the City-owned buildings on Pembina Highway (Police Station and Library) in order to accommodate an expansion of the school.
- The land the School Division has requested to acquire is shown in broken outline on Misc. Plan No. 12201/1.
- The Planning, Property and Development Department has concluded its negotiations with the School Division. Approval of at least two-thirds of the members of Council is required for all sales of property designed or acquired for park or cemetery purposes

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:
☒ **No**
☐ **Yes**
Comment(s):
-

Environmental implications:
☒ **No**
☐ **Yes**
Comment(s):
- City's standard terms and conditions of sale include provisions to protect the City's interests in the event that environmental contamination is discovered.

Human resources implications:
☒ **No**
☐ **Yes**
Comment(s):
-

Financial implications:
☒ **Within approved current and/or capital budget**
☐ **Current and/or capital budget adjustment required**
Comment(s):
-

REASON FOR THE REPORT:

The Planning, Property and Development Department is in receipt of an Offer to Purchase the subject City-owned property shown in broken outline on Misc. Plan No. 12201/1. Approval of at least two-thirds of the members of Council is required for all sales of property designed or acquired for park or cemetery purposes.

HISTORY:

The City-owned property shown shaded on Misc. Plan No. 12201/1 is under the jurisdiction of both Parks and Civic Accommodations. The District 6 Police Station is located at 1350 Pembina Highway, the Fort Garry Library is located at 1360 Pembina Highway and the Fort Garry Lions Community Pool is located to the east of these buildings, via Dowker Avenue.

In the Spring of 2004, the Pembina Trails School Division advised the Planning, Property and Development Department that it wished to acquire a small portion of the City's property situated between Vincent Massey Collegiate (975 Dowker Avenue) and the City-owned buildings on Pembina Highway (Police Station and Library) in order to accommodate an expansion of the school. The land the School Division has requested to acquire is shown in broken outline on Misc. Plan No. 12201/1.

Particulars of the subject City-owned property are as follows:

Location:	North of Dowker Avenue East of Pembina Highway
Legal Description:	Part Lot 1, Plan 4966
Certificate of Titles:	Part of 705555 and 806387
Roll Numbers:	Pt. Roll 03080791000
Assessment (2005):	Not Apportioned
Zoning:	PR-1
Proposed Site Size:	±798.2m² (±8592 ft²)
Appraised Value:	$14,000.00

DISCUSSION:

The majority of the subject property is used as green space; however, a portion is utilized by the Winnipeg Police Service for parking purposes. The Winnipeg Police Service has advised that as part of this proposal, it would loose seven parking stalls, which are not considered surplus.

From a Planning and Land Use perspective, the Department advised as follows:

"We have no objection to this transaction as long as egress and access for emergency vehicles, and the general public, and the appropriate parking requirements are maintained for the adjoining outdoor pool which is located on City of Winnipeg Property. Access must be maintained and unfettered on the west and east sides of this pool facility as pedestrian and vehicular traffic enter from both directions. From our point of view this would be a MAJOR concern if access was obstructed in any manner as a result of this transaction".

The Department advised the School Division of the City's requirements and the School Division submitted an alternate proposal that was acceptable to all stakeholders, including the Winnipeg Police Service. In essence, the new proposal requires the School Division to construct new parking compound, at no cost to the City, in the location shown hatched on Misc. Plan No. 12201/1. This would replace the seven parking stalls that the Winnipeg Police Service currently utilize.

The Planning, Property and Development Department has concluded its negotiations with the Pembina Trails School Division for the sale of the subject property as shown on Misc. Plan No. 12201/1. The Offer to Purchase dated May 26, 2005, is attached as Schedule "A".

Details of the Offer are as follows:

Price Offered:	$14,000.00
Terms:	$2,100.00 being 15% of the purchase price, deposited
Balance Due:	30 days from date of approval of the Offer by the City
Conditions:	-The Purchaser will construct, at no cost to the City or the City's Tenant (at present Winnipeg Police Service) an asphalted surface parking compound having approximately seven parking stalls. -The perimeter of the parking compound shall have a 6-foot chain link fence. -The City shall have input as to the placement of the entrance to parking compound. -That the parking stalls shall have electrical outlets for both block-heaters and in-car heaters. -That the stalls shall be wide enough to easily fit a police vehicle. -Adequate lighting to be provided, if necessary. -The Purchaser agrees that egress and access for emergency vehicles and the general public, and the appropriate parking requirements are maintained for the adjoining outdoor pool which is located on the City's property. Access must be maintained and unfettered on the west and east sides of this pool facility.

The Planning, Property and Development Department supports the sale of this property for the following reasons:

a) The City is able to accommodate the School Division without impacting the Winnipeg Police Service.

b) The proposed purchase price is within the value established by an internal appraisal.

c) The proposed terms and conditions of the sale as recommended by the Department are in accordance with the City's standard terms and conditions and include special items required by the City and Public Utilities.

d) The net proceeds of this sale will be deposited to the Land Dedication Reserve Fund as it pertains to the sale of parks land.

Financial Impact Statement

Date: Aug.23, 2005

Project Name:

Proposed Sale of City property located North of Dowker Avenue, East of Pembina Highway

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					
Debt - External					
Grants (Enter Description Here)					
Reserves, Equity, Surplus					
Other - (Enter Description Here)					
Total Funding	$ -	$ -	$ -	$ -	$ -
Total Additional Capital Budget Required	$ -				
Total Additional Debt Required	$ -				
Current Expenditures/Revenues					
Direct Costs					
Less: Incremental Revenue/Recovery					
Net Cost/(Benefit)	$ -	$ -	$ -	$ -	$ -
Less: Existing Budget Amounts					
Net Budget Adjustment Required	$ -	$ -	$ -	$ -	$ -

Additional Comments:

The net proceeds of the sale of $14,000 will be deposited to the Land Dedication Reserve Fund.

"Original Signed By"
Mike McGinn, CA
Manager of Finance

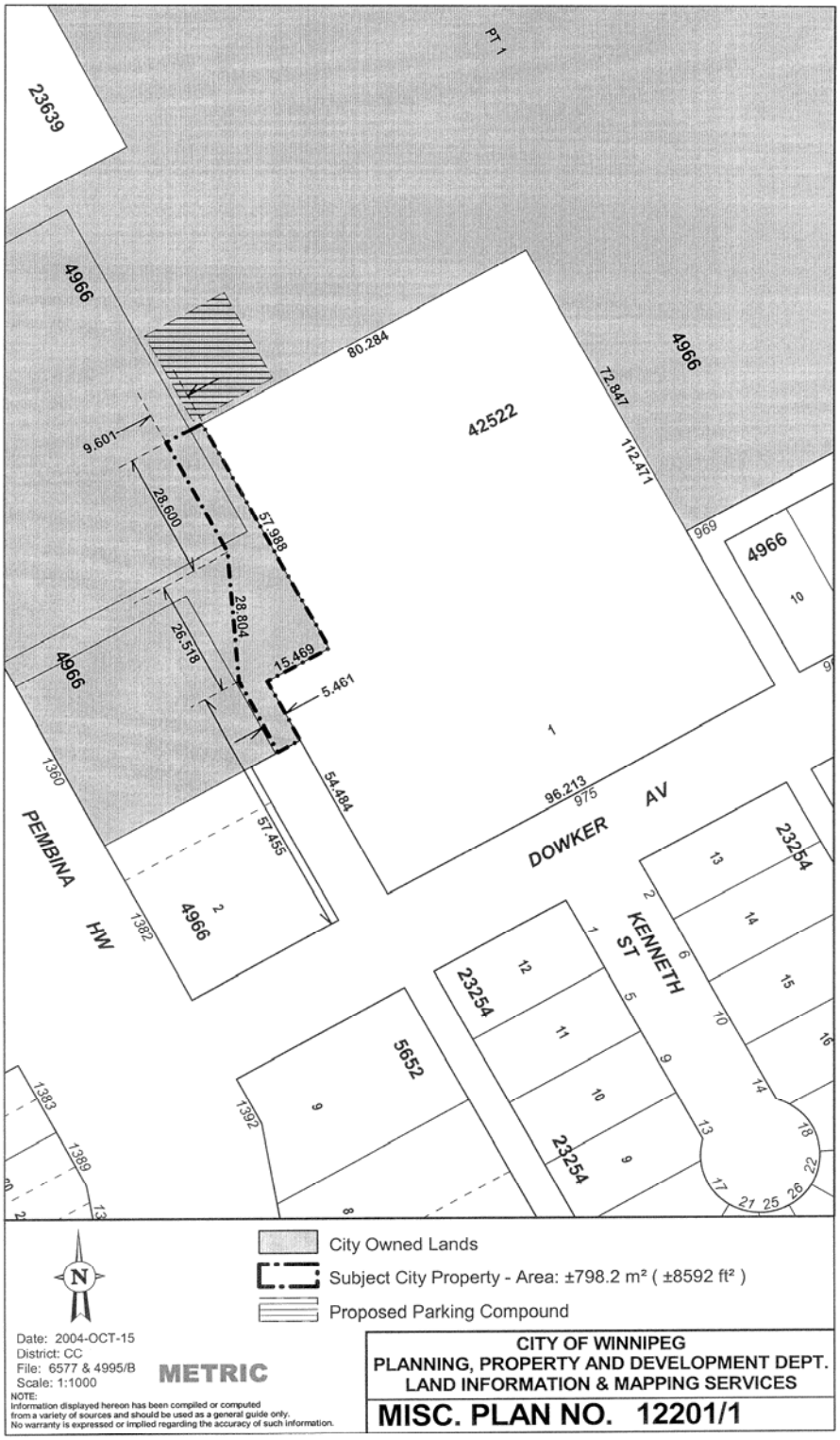
IN PREPARING THIS REPORT, THERE WAS CONSULTATION WITH AND CONCURRENCE BY:

No consultation was required in the preparation of this report.

THIS REPORT SUBMITTED BY:

Planning, Property and Development Department
Division: Real Estate
Prepared by: Joedi Pruden
PPD File #: 6577

Document name: o:\reports directive\real estate\sales\(jp)vincentmassey.doc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969
1360
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1392
PEMBINA HW
DOWKER AV
KENNETH ST
23254
5652
City Owned Lands
Subject City Property - Area: ±798.2 m² (±8592 ft²)
Proposed Parking Compound
Date: 2004-OCT-15
District: CC
File: 6577 & 4995/B
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. 12201/1

Vincent Massey
File: 6577

OFFER TO PURCHASE

The Undersigned (hereinafter called "the Purchaser") hereby offers to purchase from The City of Winnipeg (the "City") the following lands: -

shown as Subject City Property on Misc. Plan No. 12201/1

(hereinafter called the "lands")

for the sum of $14,000.00 cash, and upon the following terms and conditions:

1. (1) Attached to this Offer is the Purchaser's cheque payable to "The City of Winnipeg" in the amount of $2,100.00, and represents the purchase price if the sale is approved by the City's Standing Policy Committee on Property and Development and/or Council (in the event that Council approval is required) and/or its delegated authority.

2. (1) The date for adjustments shall be the date the sale is approved by the Standing Policy Committee on Property and Development and/or City Council (in the event that Council approval is required) and/or its delegated authority (Date of Approval).

   (2) Date of closing shall be sixty-one (61) days following the date of adjustments or earlier as mutually agreed to.

   (3) The Purchaser agrees to pay as an adjustment an amount equal to the total of such taxes, rates and charges which would have been levied or charged against the lands as though the lands had been entered on the assessment rolls of the City as privately owned and subject to taxation, which adjustment shall be calculated from the date of adjustments to and including the last day of the current taxation year.

3. Goods and Services Tax

   (1) The Purchaser agrees to pay to the City all Goods and Services Tax applicable on the sale of the lands or, if the Purchaser is a registrant under the Goods and Services legislation, the Purchaser shall advise the City in writing of its registration number. The Goods and Services Tax is to be paid, or the registration number provided, to the City within ten (10) days from date of notice of the approval of the sale by the City.

   (2) If the Purchaser fails to pay the Goods and Services Tax or fails to provide its registration number as prescribed in sub-clause (1) of this Clause, the Purchaser agrees that all of the Purchaser's rights and interests in respect of the lands shall, at the City's sole discretion, be fully ended without notice or any formality and all monies paid to the City by the Purchaser shall be retained by the City free from every claim.

4. The Purchaser will obtain possession of the lands at the Purchaser's own expense, which includes, without limiting the generality of the foregoing, obtaining their own Surveyor's Building Location Certificates, Surveyor's Staking Certificates and Zoning Memorandum and in connection therewith acknowledges and is aware that the City does not provide Declarations of Possession.

5. The Purchaser acknowledges that in submitting this Offer to Purchase, the Purchaser relies entirely upon personal inspection of the lands, independent of any representation made by or on behalf of the City. Any error or discrepancy in the description or in the dimensions of the lands as contained herein shall not entitle the Purchaser to any compensation in respect thereof nor would in entitle the Purchaser to the cancellation of this Offer to Purchase.

6. It is agreed that no representation, warranty, collateral agreement or condition affecting this offer or the land is expressed herein. The City does not warrant the quality, condition or sufficiency of the Sale Land for any use or purpose. The Sale Land is deemed to be taken by the Purchaser in an "as is" condition and at the Purchaser's own risk and with all faults and imperfections whatsoever. The Purchaser agrees with the City that the application of "Buyer Beware" shall apply to the offer in the strictest meaning.

7. All existing improvements (if any) in or on the said lands shall remain as part of the freehold.

8. The Purchaser will accept Title to the lands subject to all exceptions, reservations and encumbrances expressed or implied in the City's Title.

9. The Purchaser agrees that in the event the Purchaser, at its sole cost, conducts or causes to be conducted an Environmental Site Assessment and/or soil testing of the lands, it shall

(1) ensure that all work done in connection with such Environmental Site Assessment and/or soil testing is completed no later than sixty (60) days from the Date of Approval, but in any event, prior to closing;

(2) maintain the lands in safe condition at all times during the conduct of any work done in pursuance of this Clause 9;

(3) restore the lands to the same condition as prior to its entering in or upon same in pursuance of this Clause 9;

(4) indemnify and save harmless the City from and against all damages and claims arising out of or in any way attributable to the conduct of any such Environmental Site Assessment and/or soil testing; and

(5) provide copies of any such Environmental Site Assessment and/or Report concerning soil testing of the said lands to the City for its own use, at no cost to the City.

AND in the event it is determined as a result of said Environmental Site Assessment and/or soil testing, that contamination levels exceed Provincial Environmental Standards for the intended use of the lands and documentation to that effect is produced to the City within sixty (60) days following the Date of Approval, but in any event, prior to closing, the City, at its sole option, shall be entitled to:

take remedial action to bring the contamination levels to within the Provincial Environmental Standards;

OR

cancel the sale and return all monies paid in respect of the proposed sale by the Purchaser to that date, PROVIDED that the Applicant shall have first satisfied all conditions of this Clause 9.

AND FURTHER if the City has not been advised of any non-compliance of the lands to Provincial Environmental standards within sixty (60) days from the Date of Approval, but in any event, prior to closing, the Purchaser agrees to complete its purchase as herein contemplated and to indemnify the City against any and all claims arising from or in any way connected with the existence of contaminants of any kind at the lands.

10. (1) The Purchaser agrees that the sale of the lands shall be subject to any easement which may be required by a public utility, including, but not limited to Manitoba Hydro, Manitoba Allstream Inc., Centra Gas, or The City of Winnipeg, and/or ay of their respective successors and/or other utilities, for the maintenance of existing and future facilites together with the right to enter upon the lands at any time, with or without equipment for said purposes and subject to the owner covenanting not to erect or cause to be erected upon the easement area any building or structure without the prior written consent of the utility or The City of Winnipeg requiring such easement.

(2) The Purchaser to enter into agreements satisfactory to the said utilities or The City of Winnipeg.

(3) The Purchaser at its own expense shall be responsible to provide any Easement Plans that may be required to effect registration of the Easement Agreements in the Winnipeg Land Titles Office.

(4) The Purchaser acknowledges that the City may grant the easement before the Transfer of Land issues.

11. In consideration of the sale of the lands by the City to the Purchaser, the Purchaser covenants and agrees as follows:

(1) The Purchaser shall at its sole cost, effort and expense, do all things as are necessary, including but not limited to causing to be prepared and registered at the Winnipeg Land Titles Office, such documentation as may be required to ensure that the lands to be conveyed by the City and the Purchaser's adjoining property legally described as Lot 1, Plan 42522 (herein called the "Purchaser's adjoining property") are consolidated so as to constitute a single and indivisible parcel. The Purchaser does hereby acknowledge that in complying with this obligation it may be required to arrange for the discharge and re-registration of existing encumbrances against the Purchaser's adjoining property.

(2) The Purchaser to pay the applicable Land Titles Office registration fees and Land Transfer Tax in respect thereto.

12. No current legal survey was made of the property to determine if there are any encroachments from adjoining lands.

13. The Purchaser is hereby advised that soil conditions in Winnipeg are of the glacial till variety which is composed of Lacustrine Clays with Silt Intrusions. The Purchaser shall be responsible for any increased costs of development due to this random stratification.

14. The sale of the lands to the Purchaser shall be subject to the following conditions:

(1) That the Purchaser will construct, at no cost to the City or the City's Tenant (at present Winnipeg Police Service) an asphalted surface parking compound having approximately seven parking stalls, as proposed in the attached Schedule "B".

(2) The perimeter of the parking compound shall have a 6-foot chain link fence.

(3) The tenant shall have input as to the placement of the entrance to the parking compound.

(4) That the parking stalls will be provided to the Purchaser at no cost to the Purchaser.

(5) That the parking stalls shall have electrical outlets for both block-heaters and in-car heaters.

(6) That the stalls shall be wide enough to easily fit a police vehicle.

(7) Adequate lighting to be provided, if necessary.

15. The Purchaser acknowledges and agrees that egress and access for emergency vehicles, and the general public, and the appropriate parking requirements are maintained for the adjoining outdoor pool which is located on the City of Winnipeg's property. Access must be maintained and unfettered on the west and east sides of this pool facility.

16. The sale of the lands to the Purchaser shall be subject to the provision of the By-laws of the City of Winnipeg and all amendments thereto. Furthermore, the Purchaser acknowledges and understands that its proposed use and development of the lands may require applications for re-zoning, variances or conditional uses, amendments to Plan Winnipeg, which applications, resulting land dedication charges (if any) are to be at the sole cost and responsibility of the Purchaser.

17. Upon approval of the sale by the City, the Purchaser agrees to make application to the City Assessor (in form set out in Exhibit "A" attached) to have the Purchaser's name added to the Assessment Roll of the City as the Real Owner in respect of the lands.

Offer to Purchase Page 4

18. Time shall be of the essence of this Offer.

19. The Purchaser will not file any caveat or other encumbrance against the lands before the transfer of the lands to the Purchaser.

20. The word "Purchaser" shall have a plural meaning in the event that more than one party is making this offer, and the masculine shall mean the feminine or neuter as the case may be.

21. The Purchaser agrees that the City may register Caveat/s against the lands to ensure the performance of the covenants on the part of the Purchaser herein set forth and the Purchaser agrees to grant and does hereby grant to the City an interest in the lands according to the tenor of this agreement.

22. The full, true and correct name of the Purchaser is as follows:

THE PEMBINA TRAILS SCHOOL DIVISION — 181 HENLOW BAY WINNIPEG, MANITOBA R3Y 1M7

Name (Please Print) Address

Purchaser's Registration No. (G.S.T.) R107394496

IN WITNESS WHEREOF the Purchaser has signed this document in

WINNIPEG, MANITOBA, this 26th day of MAY 2005

Witness — CHAIR Purchaser

Witness — Purchaser SECRETARY-TREASURER

THE CITY OF WINNIPEG

Per: _____
DIRECTOR of Planning, Property and Development

Approved as to details: Approved as to form:

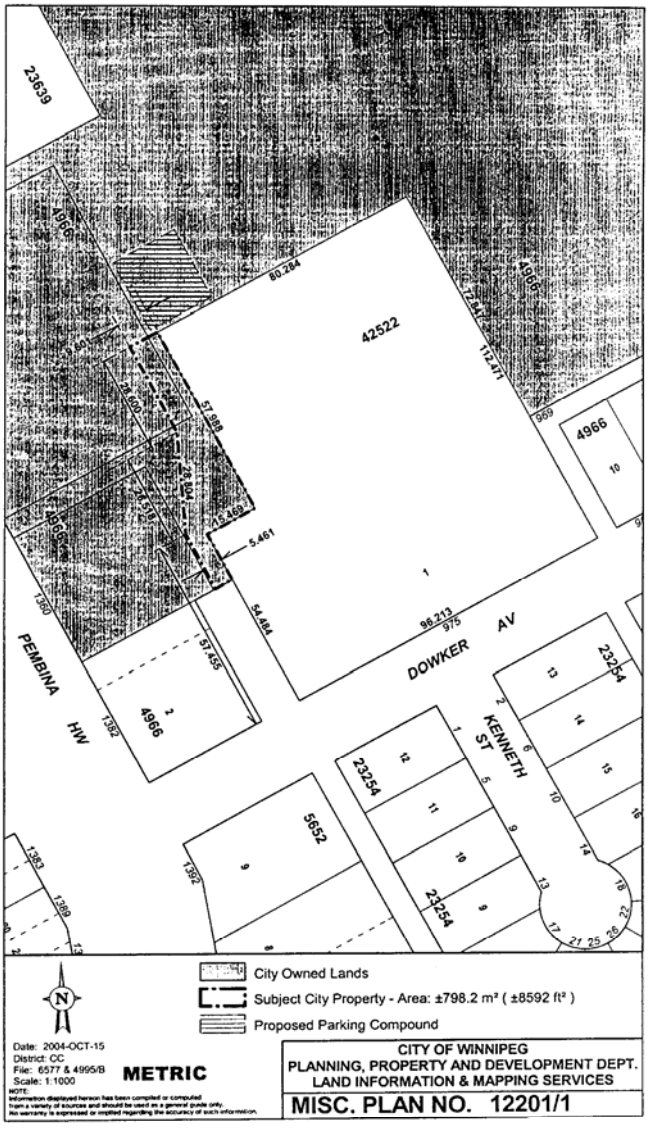
Planning, Property and Development for City Solicitor/Manager of Legal Services

Location: North of Dowker Avenue East of Pembina Highway

Size: ±798.2m² (±8592 ft²)

Zoning: PR-1

Offer to Purchase Page 5



Offer to Purchase Page 6

Exhibit "A"

Real Owner Application

_____

To the City Assessor

_____ Roll No. _____

(Name of Municipality)

1. I/We_____

(Print Full Name)

request that my/our name(s) appear in the Assessment Roll of the City of Winnipeg in respect to the following property, pursuant to Section 12(1) of "The Municipal Assessment Act", Cap. M 226 S.M.

2 Description of Properties: (Give description of all property in respect of which you wish your name to appear).

Part of Lot or Section	Lot or Section	Block or Township	Plan or Range	Interest In Property

3. Mailing Address_____

4. Place of Residence_____

5. Name and Address of Registered Owner_____

(Print)

_____

(Print)

6. Description of building on property:

Dwellings _____

Other Buildings _____

7. Date of Purchase _____ 8. Purchase Price_____

Date: _____ 19 ____ _____

(Signature of Applicant)

Office of the City Assessor _____

The City of Winnipeg (Signature of Registered Owner)

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Schedule "B"

