Report - Standing Policy Committee on Property and Development - November 29, 2005

Item No. 27 Sale of Portion of Public Reserve Plan 20852 - Pembina Trails School Division - Van Walleghem School
File FI-2.4(32)

STANDING COMMITTEE RECOMMENDATION:

On December 7, 2005, the Executive Policy Committee concurred in the recommendation of the Standing Policy Committee on Property and Development and submits the following to Council:

1. That the City-owned property shown in broken outline on Misc. Plan No. 12507/2 be declared surplus to the City's requirements.

2. That the sale of the City-owned property shown in broken outline on Misc. Plan No. 12507/2 be approved in favour of the Pembina Trails School Division at a price of $25,900.00 in accordance with the Offer to Purchase outlined in the report from the Director of Planning, Property and Development dated November 17, 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.

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

Pursuant to Section 205(2) of The City of Winnipeg Charter, disposal of land owned or acquired by the City for park or cemetery purposes requires approval by two-thirds of all Members of Council.

Report - Standing Policy Committee on Property and Development - November 29, 2005

DECISION MAKING HISTORY:

EXECUTIVE POLICY COMMITTEE RECOMMENDATION:

On December 7, 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 November 29, 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 a Portion of Public Reserve, Plan 20852 – Pembina Trails School Division (Van Walleghem School)**
City Centre Community
River Heights – Fort Garry Ward

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

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

Report date: November 17, 2005

Recommendation(s):

1. That Council declare the City-owned property shown in broken outline on the attached Misc. Plan No. 12507/2 surplus to the City's requirements.
2. That subject to the approval of Recommendation No. 1, the sale of the City-owned property shown in broken outline on Misc. Plan No. 12507/2, attached, be approved in favour of the Pembina Trails School Division at a price of $25,900.00 in accordance with the Offer to Purchase, 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.
3. 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 has requested to purchase a portion of City-owned property adjoining Van Walleghem School shown in broken outline on Misc. Plan No. 12507/2.
- The Planning, Property and Development Department have 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 designated 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:

X	**No**
	Yes

Comment(s):

-

Environmental implications:

X	**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:

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:

The Planning, Property and Development Department are in receipt of an Offer to Purchase the subject City-owned property shown in broken outline on Misc. Plan No. 12507/2. Approval of at least two-thirds of the members of Council is required for all sales of property designated or acquired for park or cemetery purposes.

HISTORY:

The subject City-owned property and the surrounding Public Reserve area was acquired from Genstar Developments Ltd. in 1984 as part of a "Linden Woods" residential subdivision and rezoning, pursuant to Development Agreement AG 30/83.

On January 25, 2005, the Pembina Trails School Division requested to purchase a portion of City property adjoining Van Walleghem School to accommodate the construction of a portable classroom. The area to be purchased for this purpose is identified as Section A on the attached Misc. Plan No. 12507/2. In addition, the School Division currently leases from the City the area shown hatched and identified as "Existing Lease" on the said Misc. Plan for parking purposes. The School Division has requested to purchase this area along with additional City property all shown in broken outline and identified as Section B on Misc. Plan No. 12507/2.

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

Location:	South side of the Van Walleghem School located at 1 Princemere Road
Legal Description:	Part Public Reserve, Plan 20852
Certificate of Titles:	Part of 1790705, 1790685, H83833, 1567679, 1567680, 1569611, J93092, 1040764, 1062648, & 1712080
Roll Numbers:	Pt. Roll 10000116700
Assessment (2005):	Not Apportioned
Zoning:	"PR1" – Parks and Recreation District
Site Size:	Section A: ±1078.0m² (±11,604 ft²) Section B: ±398.1m² (±4,285 ft²)

DISCUSSION:

When the School Division first submitted its plans to purchase the City property, the Planning, Property and Development Department had concerns with regard to the proposed development. The School Division's proposed initial configuration of Section A encroached into the existing soccer pitches. In addition, the initial configuration of Section B disrupted the existing pedestrian pathway system and thus the flow through the site.

In this regard, the Department met with representatives from the School Division to determine whether the City could accommodate the School Division without impacting the soccer fields or the existing pedestrian pathway. The School Division altered its plans and the configuration of both Section A and Section B as identified on Misc. Plan No. 12507/2 to not impact the soccer fields or the pedestrian pathway.

The Planning, Property and Development Department have concluded its negotiations with the Pembina Trails School Division for the sale of the subject property.

Details of the Offer are as follows:

Price Offered:	$25,900.00
Deposit:	$3,885.00 being 15% of the purchase price
Balance Due:	60 days before the date of closing, possession and adjustments (or earlier if mutually agreed to)
Conditions:	A Joint Use Development Agreement dated October 5, 1987 between the City of Winnipeg and The Assiniboine South School Division No. 3 (now Pembina Trails School Division) shall run with the sale of the Lands.

The Ward Councillor is aware of the proposed sale and that approval of at least two-thirds of the members of Council is required.

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

a) The City is able to accommodate the School Division without impacting either the soccer fields or the existing pedestrian pathway.

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 Department has provided these terms to the Purchaser and expects receipt of a response prior to the Committee's consideration of this report.

e) 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: November 14, 2005

Project Name:

Proposed Sale of Part Public Reserve, Plan 20852 - Adjoining Van Welleghem School

First Year of Program 2006

	2006	2007	2008	2009	2010
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	25,900	-	-	-	-
Net Cost/(Benefit)	$ (25,900)	$ -	$ -	$ -	$ -
Less: Existing Budget Amounts	-	-	-	-	-
Net Budget Adjustment Required	$ (25,900)	$ -	$ -	$ -	$ -

Additional Comments:

Net proceeds of $25,900 will be credited to the Land Dedication Reserve Fund.

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

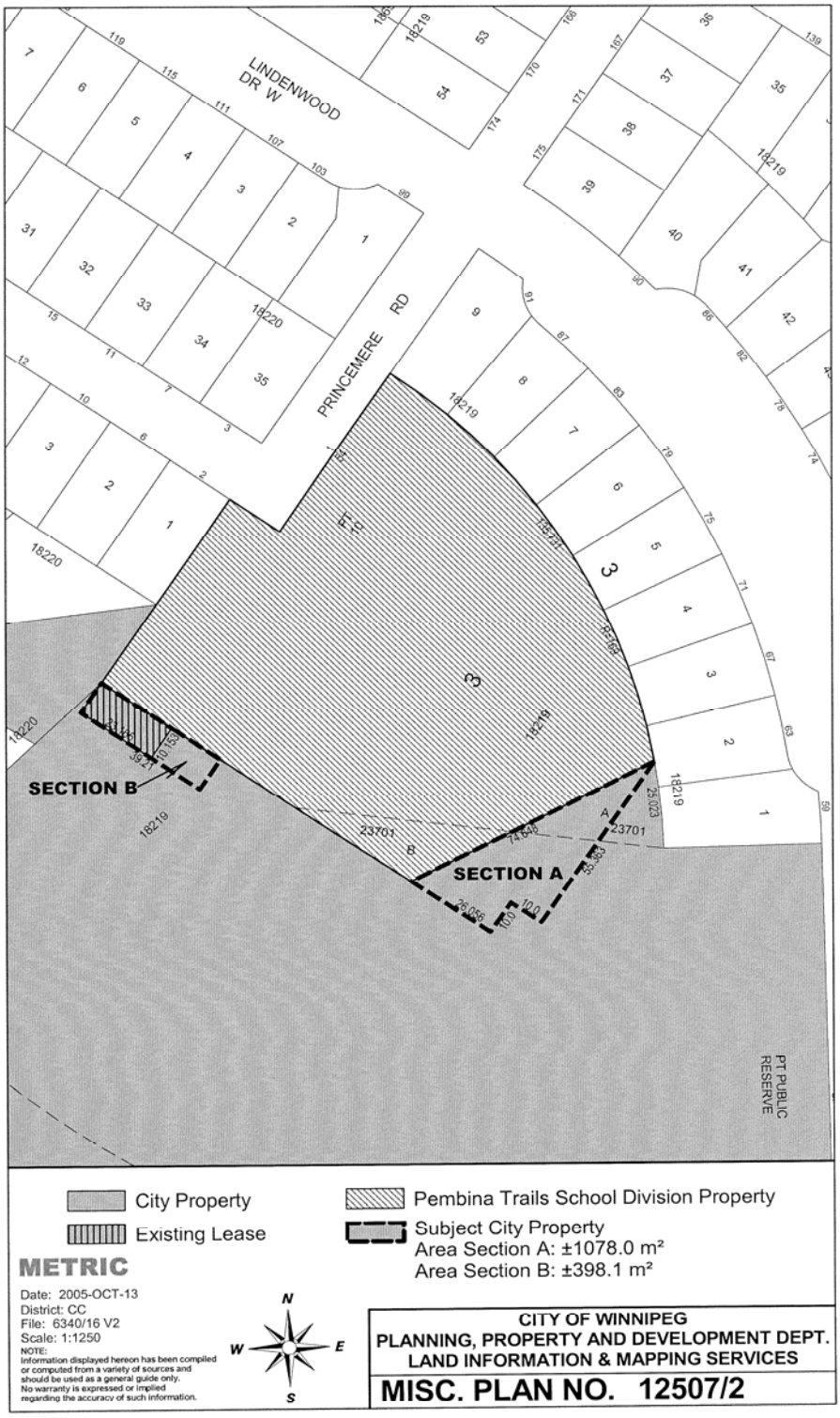
IN PREPARING THIS REPORT, THERE WAS CONSULTATION WITH AND CONCURRENCE BY:

No consultation was required in the preparation of this report.

THIS REPORT SUBMITTED BY:

Planning, Property and Development Department
Division: Real Estate Division
Prepared by: Joedi Pruden
PPD File #: 6340/16

Document name: o:\reports directive\real estate\sales\(jp)vanWalleghem.doc


LINDENWOOD DR W
PRINCEMERE RD
SECTION A
SECTION B
PT PUBLIC RESERVE
City Property
Existing Lease
Pembina Trails School Division Property
Subject City Property
Area Section A: ±1078.0 m²
Area Section B: ±398.1 m²
METRIC
Date: 2005-OCT-13
District: CC
File: 6340/16 V2
Scale: 1:1250
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.
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CITY OF WINNIPEG
PLANNING, PROPERTY AND DEVELOPMENT DEPT.
LAND INFORMATION & MAPPING SERVICES
MISC. PLAN NO. 12507/2

Van Welleghem
File: 6340/16

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. 12507/2

(hereinafter called the "lands")

for the sum of $25,900.00 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 $3,885.00, and represents an amount equal to fifteen (15%) percent of the purchase price which the Purchaser tenders by way of deposit, and which sum shall be applied to 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, herein after called the "Date of Approval". The Purchaser agrees to pay the balance of the purchase price, interest and adjustments on or before the date of closing, possession and adjustments.

   (2) If the Purchaser fails to pay the balance of the purchase monies, interest and adjustments on or before the date of closing, possession and adjustments as in sub-clause (1) above provided, the City may, at its option, cancel the sale and retain the deposit as liquidated damages.

2. (1) The date of closing, possession and adjustments shall be sixty (60) days following the Date of Approval or earlier as mutually agreed to.

   (2) 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) The Purchaser shall pay interest in lawful money of Canada on all monies remaining outstanding and payable to the City as of the date of adjustments, which interest shall be calculated at the rate per annum equivalent to the prime lending rate in force by the City's Banker at the date of adjustments plus one (1%) percent, computed from the date of adjustments to and including the date all such monies and interest as aforesaid have been fully paid to the City.

3. <u>Goods and Services Tax</u>

   (1) The Purchaser agrees to pay to the City all Goods and Services Tax applicable on the sale of the 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 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 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. In submitting this offer, 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 shall it 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 and the Purchaser must satisfy himself that the Lands are suitable for his intended use. 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 shall remain as part of the freehold.

8. The Purchaser will accept Title to the 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 , 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 in safe condition at all times during the conduct of any work done in pursuance of this Clause 9;

   (3) restore the 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 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 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 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 .

10. (1) The Purchaser agrees that the sale of the 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 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 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 to be conveyed by the City and the Purchaser's adjoining property legally described as Part Lot 10, Block 3 Plan 18219 (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. A Joint Use Development Agreement dated October 5th, 1987 between The City of Winnipeg and The Assiniboine South School Division No. 3 (now Pembina Trails School Division) shall run with the sale of the Lands.

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

14. 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.

15. The sale of the 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 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.

16. The Purchaser shall apply for a subdivision of the City property and prepare or cause to be prepared, at the Purchaser's sole cost and expense, all necessary plans that may be required in support of the application for subdivision and by the Winnipeg Land Titles Office to facilitate the transfer of the , including the plan of subdivision, and all plans of easement required to grant utility rights.

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 .

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

19. The Purchaser will not file any caveat or other encumbrance against the before the transfer of the 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 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 according to the tenor of this agreement.

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

_____

Name (Please Print) Address

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

IN WITNESS WHEREOF the Purchaser has signed this document in

_____, _____, this _____ day of _____20_

_____ _____

Witness Purchaser

_____ _____

Witness Purchaser

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: 1 Princemere Road

Size: Section A: ±1078.0m² (±11,604 ft²)
Section B: ±398.1m² (±4,285 ft²)

Zoning: PR-1

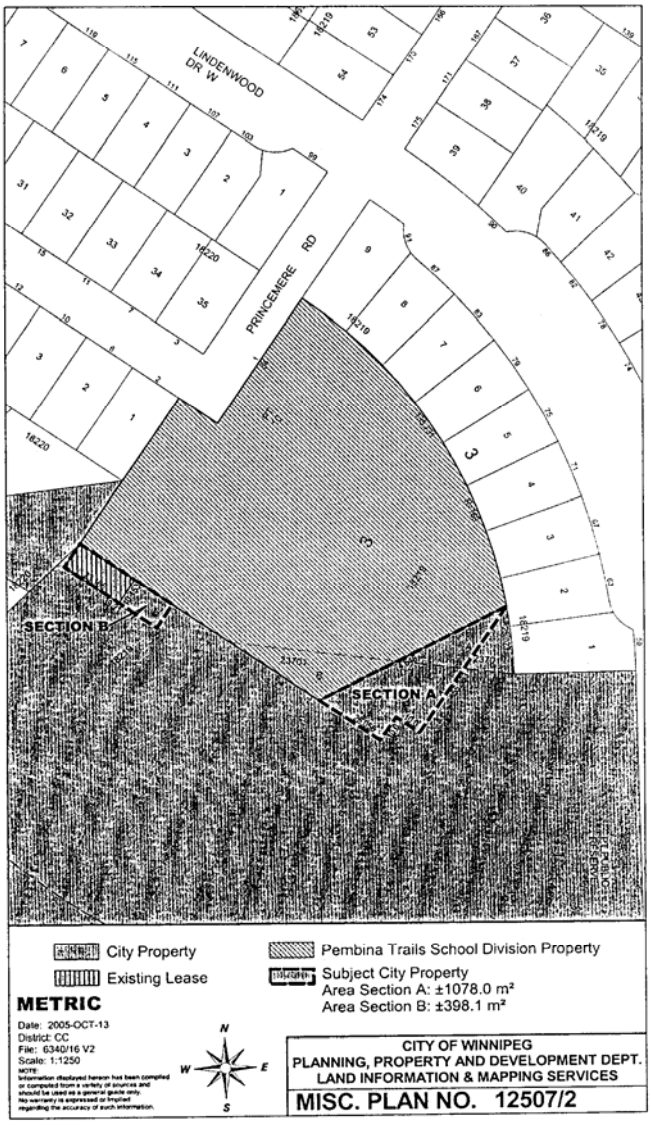
LINDENWOOD DR W
PRINCEMERE RD
SECTION B
SECTION A
City Property
Existing Lease
Pembina Trails School Division Property
Subject City Property
Area Section A: ±1078.0 m²
Area Section B: ±398.1 m²
METRIC
Date: 2005-OCT-13
District: CC
File: 6340/16 V2
Scale: 1:1250
N
W
E
S
CITY OF WINNIPEG
PLANNING, PROPERTY AND DEVELOPMENT DEPT.
LAND INFORMATION & MAPPING SERVICES
MISC. PLAN NO. 12507/2

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)