Minute No. 319
Report - Standing Policy Committee on Property and Development - January 31, 2006

Item No. 11 **Encroachment Agreement - Dean Dental Laboratory Ltd. - Parking - Salter Street Right-of-Way**
File ED(34)

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 be approved in favour of Dean Dental Laboratory Ltd. for parking purposes within the Salter Street Right-of-Way, shown as 'Encroachment Area' on Misc. Plan No. 12699, in accordance with the terms and conditions outlined in Schedule 'A' to the report from the Director of Planning, Property and Development dated January 24, 2006; the Agreement to provide for such other terms and conditions as are deemed necessary by the Director of Planning, Property and Development and 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 - January 31, 2006

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 February 15, 2006, 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 January 31, 2006, 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 Dean Dental Laboratory Ltd. for Parking Purposes Within the Salter Street Right-of-Way
Lord Selkirk-West Kildonan Community
Mynarski Ward

For submission to: Standing Policy Committee on Property and Development

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

Report date: January 24, 2006

Recommendation(s):

1. That Council approve an Encroachment Agreement in favour of Dean Dental Laboratory Ltd. for parking purposes within the Salter Street Right-of-Way, shown as 'Encroachment Area' on Misc. Plan No. 12699 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 Dean Dental Laboratory 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:

In accordance with the Council Order of July 18, 1979, the Standing Policy Committee on Property and Development shall authorize the leasing or rental of City properties for which the Director of the Planning, Property and Development Department has no authority. In this regard, the Department has negotiated a proposed Encroachment Agreement in favour of Dean Dental Laboratory Ltd. for the City owned land shown as 'Encroachment Area' on Misc. Plan No. 12699 attached. This Report seeks Council's approval of the Encroachment Agreement.

HISTORY:

Mr. Rick Wenaus, on behalf of Michael Dean (Dean Dental Labs), submitted an encroachment application to the City's Zoning and Permits Branch for the proposed establishment of a parking area within the Salter Street Right-of-Way, to be used in conjunction with its property located at 713 Salter Street.

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 Dean Dental Laboratory 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 agreed to by Dean Dental Laboratory Ltd. are as follows:

Use:	Parking purposes only.
Area:	Shown and identified as 'Encroachment Area' on Misc. Plan No. 12699.
Term:	Upon a mutually acceptable date.
Rental:	$1,728.00 per annum, plus as additional rent an amount equivalent to realty taxes (2005 realty tax charge is $192.77).
Insurance:	General Liability Insurance of at least $2,000,000.00, naming 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 this agreement.

Conditions:

- If there are any exiting Hydro/Gas facilities which require removal and/or relocation as a result of this application, the costs will be at the expense of the developer and/or customer.
- The parking angle shall be no greater than 60 degrees to facilitate exiting the parking area.
- The parking area shall not impede the use of the sidewalk by pedestrians.
- The applicant shall be responsible for removing snow from the parking area and any windrow created from sidewalk plowing. The removed snow shall not be deposited on the adjacent street Right-of-Way and the applicant shall arrange to have it hauled away at its earliest opportunity.
- All applicable permits be obtained prior to the development of the parking spaces.
- 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 any existing watermains, sewer lines, etc. located within the encroachment area.
- No permanent structures shall be erected within the encroachment area.
- Any other terms and conditions as are deemed necessary by the Director of Planning, Property and Development Department, the Director of Public Works and by the City Solicitor/Manager of Legal Services.
- Dean Dental Laboratory 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.

Financial Impact Statement

Date: January 23, 2006

Project Name: Proposed Encroachment Agreement in Favour of Dean Dental Laboratory Ltd. for Parking Purposes Within the Salter Street Right-of-Way

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					
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	1,921	1,921	1,921	1,921	1,921
Net Cost/(Benefit)	$ (1,921)	$ (1,921)	$ (1,921)	$ (1,921)	$ (1,921)
Less: Existing Budget Amounts					
Net Budget Adjustment Required	$ (1,921)	$ (1,921)	$ (1,921)	$ (1,921)	$ (1,921)

Additional Comments:

Incremental revenues consist of encroachment fees of $1,728 per annum + an annual equivalent to tax amount of $193. The latter amount assumes the portioning and mill rates remain constant at 2005 levels.

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

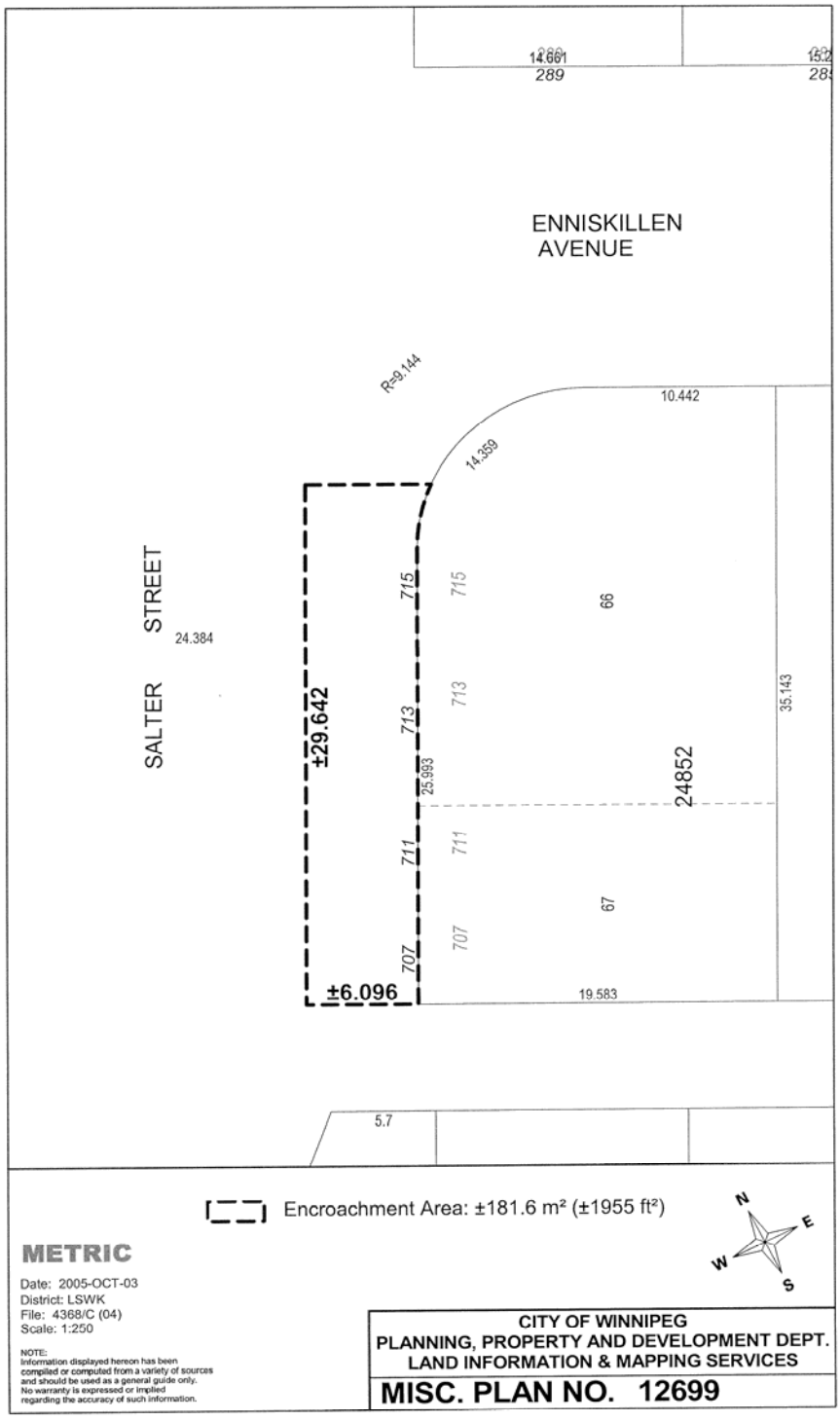
IN PREPARING THIS REPORT, THERE WAS CONSULTATION WITH AND CONCURRENCE BY:

Public Works Department
Water and Waste Department

THIS REPORT SUBMITTED BY:

Planning, Property and Development Department
Division: Real Estate Division
Prepared by: Maxine Clayton
PPD File #: 8596

Document name: o:\reports directive\real estate\leasing\(mpc)encroachment agreement-salter streeetc.doc


289
ENNISKILLEN AVENUE
R=9.144
10.442
14.359
SALTER STREET
24.384
715
715
66
713
713
±29.642
25.993
24852
35.143
711
711
67
707
707
±6.096
19.583
5.7
Encroachment Area: ±181.6 m² (±1955 ft²)
N
E
W
S
METRIC
Date: 2005-OCT-03
District: LSWK
File: 4368/C (04)
Scale: 1:250
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. 12699

SCHEDULE A

Proposed terms and conditions for Encroachment Agreement for parking purposes shown as 'Encroachment Area' on the attached Misc. Plan No. 12699.

Use:	Parking purposes only.
Area:	Shown and identified as 'Encroachment Area' on Misc. Plan No. 12699.
Term:	Upon a mutually acceptable date.
Rental:	$1,728.00 per annum, plus as additional rent an amount equivalent to realty taxes.
Insurance:	General Liability Insurance of at least $2,000,000.00, naming 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:

- That if there are any exiting Hydro/Gas facilities which require removal and/or relocation as a result of this application, the costs will be at the expense of the developer and/or customer.
- The parking angle shall be no greater than 60 degrees to facilitate exiting the parking area.
- That the parking area shall not impede the use of the sidewalk by pedestrians.
- That the applicant shall be responsible for removing snow from the parking area and any windrow created from sidewalk plowing. The removed snow shall not be deposited on the adjacent street right-of-way and the applicant shall arrange to have it hauled away at its earliest opportunity.
- That all applicable permits be obtained prior to the development of the parking spaces.
- 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 any existing watermains, sewer lines, etc. located within the encroachment area.

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IMAGE FITNESS CENTRE 889 8599 01/16/06 04:50pm P. 003

- No permanent structures be erected within the encroachment area.
- Any other terms and conditions as are deemed necessary by the Director of Planning, Property and Development Department, the Director of Public Works and by the City Solicitor/Manager of Legal Services.
- Dean Dental Laboratory 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, MICHAEL DEAN, DEAN DENTAL LABORATORY 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. 12699 and in accordance with the terms and conditions as outlined herein on Schedule 'A'.

Date

IMAGE FITNESS CENTRE 889 8599 01/16/06 04:50pm P. 004