Agenda - Council - April 25, 2007

Report - Standing Policy Committee on Property and Development – April 3, 2007

Item No. 14 Sale of City lands located on the south side of Taylor Avenue at Campbell Street – The Manitoba Hydro Electric Board File FI-2.4(32)

STANDING COMMITTEE RECOMMENDATION:

On April 18, 2007, 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 as "Subject City Property" on Misc. Plan No. 12979/1 be declared surplus to the City's requirements.

2. That the sale of the City-owned property shown as "Subject City Property" on Misc. Plan No. 12979/1 be approved to The Manitoba Hydro Electric Board at a price of $138,530.00 in accordance with the terms and conditions of the Offer to Purchase dated February 28, 2007.

3. 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 – April 3, 2007

DECISION MAKING HISTORY:

EXECUTIVE POLICY COMMITTEE RECOMMENDATION:

On April 18, 2007, 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 April 3, 2007, 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 Lands Located on the South Side of Taylor Avenue at Campbell Street – The Manitoba Hydro Electric Board**
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: March 23, 2007

RECOMMENDATION:

1. That Council declares the City-owned property identified as "Subject City Property" on the attached Misc. Plan No. 12979/1 surplus to the City's requirements.
2. That subject to the approval of Recommendation 1., the sale of the City-owned property identified as "Subject City Property" on Misc. Plan No. 12979/1 to The Manitoba Hydro Electric Board be approved at a price of $138,530.00, in accordance with the terms and conditions of the attached Offer to Purchase dated February 28, 2007.
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 Manitoba Hydro Electric Board intends to acquire and consolidate the subject City property with its adjacent land to the west, to provide for the planned expansion of its Hydro Substation located at 1552 Taylor Avenue.
- On December 6, 2006, Council adopted a policy allowing the Department to act on unsolicited offers for City-owned properties in cases where a utility company, or government agency or body is seeking to acquire the property.
- The Planning, Property and Development Department are now recommending the approval of the terms and conditions of sale.

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

( ) Involves a multi-year contract

Comment(s):

Policy Implications

(x) No

( ) Yes

Comment(s):

Regulatory Implications

(x) None

( ) Eliminates or reduces regulatory impact

( ) Proposes regulatory impact

Comment(s):

Environmental Implications

(x) No

( ) Yes

Comment(s): The 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):

Report

REASON FOR THE REPORT:

The Planning, Property and Development Department are in receipt of an Offer to Purchase the City-owned property identified as "Subject City Property" on Misc. Plan No. 12979/1. Authority to approve the proposed terms and conditions of sale as set out in the attached Offer to Purchase rests with the Standing Policy Committee on Property and Development. Council approval to declare the City property as surplus is also required.

HISTORY:

The Department has determined that there is no City requirement for the subject property.

Details of the property are as follows:

Location:	Taylor Avenue, south side, west of Campbell Street
Legal Description:	Lot B, Plan 43,496
Certificate of Title:	2116473
Roll Number:	12-097559200
Assessment:	$55,300.00
Size:	0.636 acres
Zoning:	"MP-S" - Industrial District

DISCUSSION:

The Manitoba Hydro Electric Board intends to consolidate the subject City property with its adjoining property to the west in order to facilitate the planned expansion of its Hydro Substation located at 1552 Taylor Avenue.

On December 6, 2006, Council adopted a policy allowing the Department to act on unsolicited offers for City-owned properties in cases where a utility company, or government agency or body is seeking to acquire the property.

The Planning, Property and Development Department recommends that the proposed sale of the City-owned property (Lot B, Plan 43,496) shown as "Subject City Property" on Misc. Plan No. 12979/1 to The Manitoba Hydro Electric Board be approved at a price of $138,530.00, for the following reasons:

a) The Ward Councillor is supportive of the sale.

b) The sale is consistent with Council policy allowing the Department to act on unsolicited offers in cases where a utility company, or government agency or body is seeking to acquire the property, at market value.

c) The property would be placed on the tax roll at the time of closing of the sale.

d) The purchaser would be responsible for all costs related to survey plans.

e) The proposed sale price is supported by an internal appraisal report ($125,000.00).

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

Financial Impact Statement

Date: March 20, 2007

Project Name:

First Year of Program 2007

Proposed Sale of City Lands located on the south side of Taylor Avenue at Campbell Street – The Manitoba Hydro Electric Board

	2007	2008	2009	2010	2011
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	139,676	2,291	2,291	2,291	2,291
Net Cost/(Benefit)	$ (139,676)	$ (2,291)	$ (2,291)	$ (2,291)	$ (2,291)
Less: Existing Budget Amounts	(139,676)	(2,291)	(2,291)	(2,291)	(2,291)
Net Budget Adjustment Required	$ -	$ -	$ -	$ -	$ -

Additional Comments: Revenues in 2007 consist of the proceeds of disposition of $138,530 + $1,146 in municipal property tax revenue. The latter amount is based on the assumptions that the assessed value of the property equals the sale price, the portioning & mill rates are 65% and 0.025448 respectively, and that the property is added to the tax roll effective July 1, 2007. Revenues from 2008 onward represent municipal realty taxes for the full year based on the same assumptions. Proceeds of disposition will be credited to the Land Operating Reserve while realty taxes will be credited to the General Revenue Fund.

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

IN PREPARING THIS REPORT THERE WAS:

Internal Consultation With and Concurrence By:

No consultation was required in the preparation of this report.

External Consultation With:

No consultation was required in the preparation of this report.

THIS REPORT SUBMITTED BY:

Department Planning, Property and Development
Division Real Estate
Prepared by: Barry Lucyk
PPD File No. 32/4696

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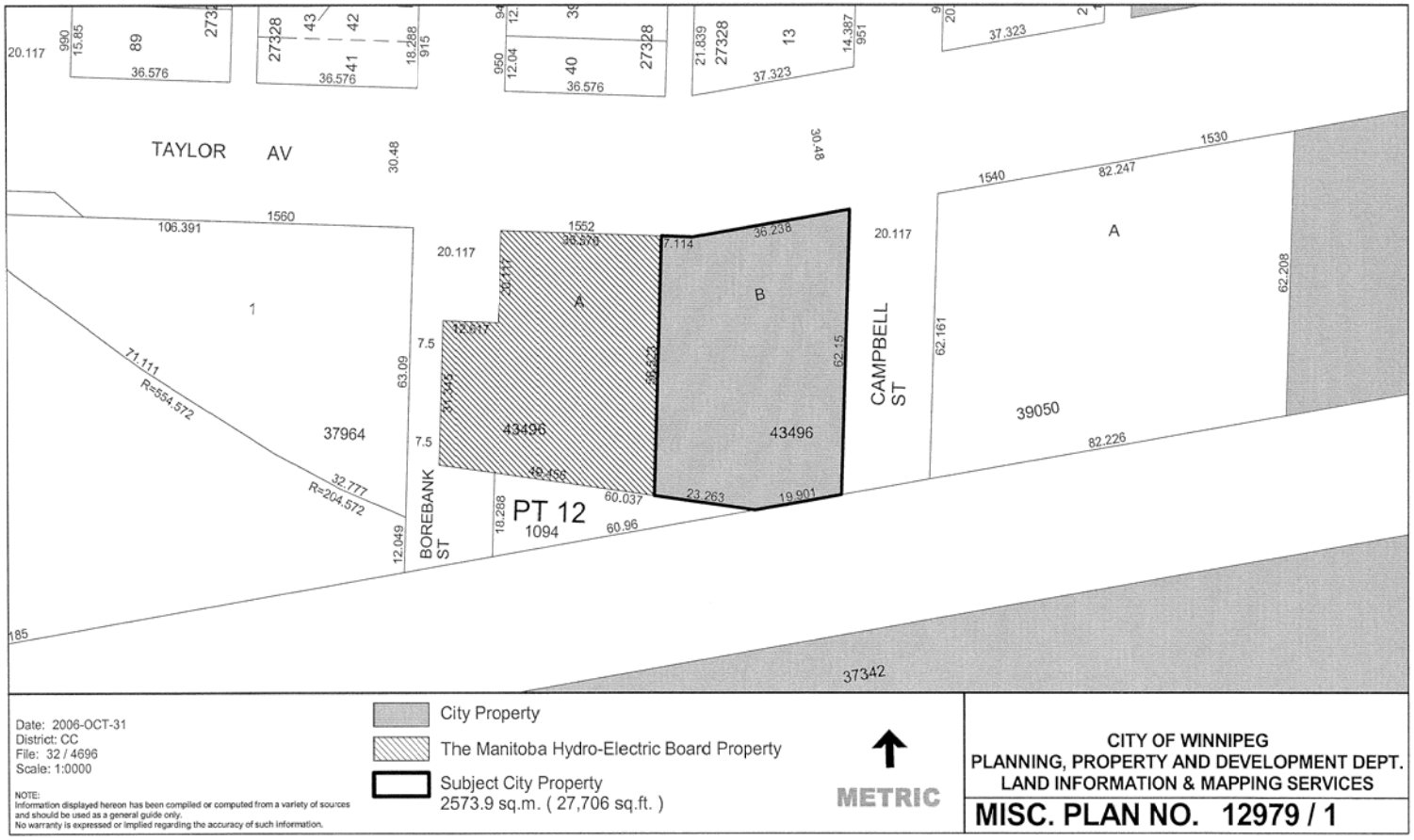


Date: 2006-OCT-31
District: CC
File: 32 / 4696
Scale: 1:0000

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 Property
The Manitoba Hydro-Electric Board Property
Subject City Property
2573.9 sq.m. (27,706 sq.ft.)

METRIC

CITY OF WINNIPEG
PLANNING, PROPERTY AND DEVELOPMENT DEPT.
LAND INFORMATION & MAPPING SERVICES

MISC. PLAN NO. 12979 / 1

File: 32/4696

INDUSTRIAL /COMMERCIAL

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. 12979/1 attached,

(hereinafter called the "Lands")

for the sum of $ 138,530.00 cash, and upon the following terms and conditions:

1. (1) Attached to this Offer is the Purchaser's certified cheque payable to "The City of Winnipeg" in the amount of $ 20,779.50, 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 City Council (in the event that Council approval is required), hereinafter 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.

(2) If the Purchaser fails to pay the balance of the purchase monies, interest and adjustments on or before the date of closing 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 one hundred and twenty 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. 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 on or before the date of closing or the date the balance of monies is paid to the City, whichever is the earlier.

(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.

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

6. The sale of the Lands to the Purchaser shall be subject to the provisions 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, and amendments to Plan Winnipeg, which applications and resulting land dedication charges (if any) are to be at the sole cost and responsibility of the Purchaser.

7. The Purchaser agrees that the City may register and maintain a caveat 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 Offer.

8. 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.

9. The Purchaser agrees that in the event the Purchaser, at its sole cost, conducts or causes to be conducted an Environmental Site Assessment of the Lands, it shall:

(1) ensure that all work done in connection with such Environmental Site Assessment is completed no later than ninety (90) days from the Date of Approval, and

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

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

(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

(5) provide copies of any such Environmental Site Assessment of the said Lands to the City for its own use, at no cost to the City not later than ninety (90) days from the Date of Approval.

AND in the event it is determined as a result of said Environmental Site Assessment, 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 ninety (90) days following the Date of Approval, 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 90 days from the Date of Approval, 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 acknowledges that the City is not providing any warranty as to the environmental condition of the Lands.

(2) The Purchaser agrees that it will rely solely upon its own investigations in determining the degree of contamination, if any, existing on and within the Lands and the extent of contamination, if any.

(3) The Purchaser shall indemnify and save harmless the City from and against all claims, costs and damages arising from or in any way connected with the existence of contaminants of any kind in or on the Lands.

(4) It is understood and agreed that the terms, conditions and covenants contained in this Clause 10 shall not merge but shall survive closing.

11. The Purchaser acknowledges and agrees that notwithstanding any other terms, conditions or provisions in this agreement that:

(1) The City has given no representations or warranties with respect to the Lands or with respect to the value thereof or with respect to the Purchaser's intended uses or development or redevelopment thereof or with respect to the environmental condition of the Lands;

(2) The Purchaser has inspected or investigated the Lands, the title thereto, the permitted encumbrances, any tenancies and all other matters material to the Purchase and the proposed use of the Lands and that it is relying solely upon its own independent inquiries and investigations and the advice of its own consultants and there are no representations, warranties, guarantees, conditions, collateral agreements, covenants and agreements except those expressly set forth herein;

(3) The Purchaser agrees that it is purchasing the Lands on an "as is", "where is" basis, and is purchasing the lands based entirely on its own examinations without any representation by or on behalf of the City or any agent of the City. The Purchaser acknowledges that it has relied entirely upon its own inspection and investigation with respect to quantity, quality and value of the Lands;

(4) Any information supplied to the Purchaser by the City or its agents or representatives is and was supplied without any representation or warranty, and that the responsibility for verification of any such information shall be the responsibility of the Purchaser; and

(5) The Lands are deemed to be taken by the Purchaser at the Purchaser's own risk 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.

12. (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 the Manitoba Hydro, MTS Allstream Inc., Centra Gas, or The City of Winnipeg, for the maintenance of existing and future facilities 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 public utility or The City of Winnipeg requiring such easement. The Purchaser shall assume any and all costs for any relocation of utility distribution facilities.

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

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

The Purchaser acknowledges and agrees that the City does not own the existing Manitoba Hydro and MTS Allstream Inc. facilities within the Lands and the Purchaser agrees to accept the Lands with these facilities in place.

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

(1) To pay the applicable Land Titles Office registration fees and Land Transfer Tax in respect thereto.

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

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

16. 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.

17. The Purchaser acknowledges and agrees that sale of the Lands by the City is subject to the approval of City Council or its delegated authority.

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

19. The Purchaser acknowledges that the Lands are presently zoned " MP-S" Industrial District.

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

The Manitoba Hydro Electric Board P.O. Box 815, Winnipeg, Manitoba R3C 2P4
Name (Please Print) Address

Purchaser's Registrat ion No. (G.S.T.) R122063779

IN WITNESS WHEREOF the Purchaser has signed this document in

WINNIPEG, MANITOBA, this 28th day of FEBRUARY 2007

Witness

Authorized Signature

J. Quinn Menec
Manager, Property Department

Name and Title of Authorized Signature (Please print)

Witness

Authorized Signature

Name and Title of Authorized Signature(Please print)

ACCEPTED this _____day of _____, A.D., 2007

THE CITY OF WINNIPEG

Per: _____

Director of Planning, Property and Development Department

Approved as to details:

Approved as to form:

Planning, Property and Development ,

for City Solicitor/Manager of Legal Services

EXHIBIT "A"

Real Owner Application

To the City Assessor

(Name of Municipality) _____ Roll No. _____

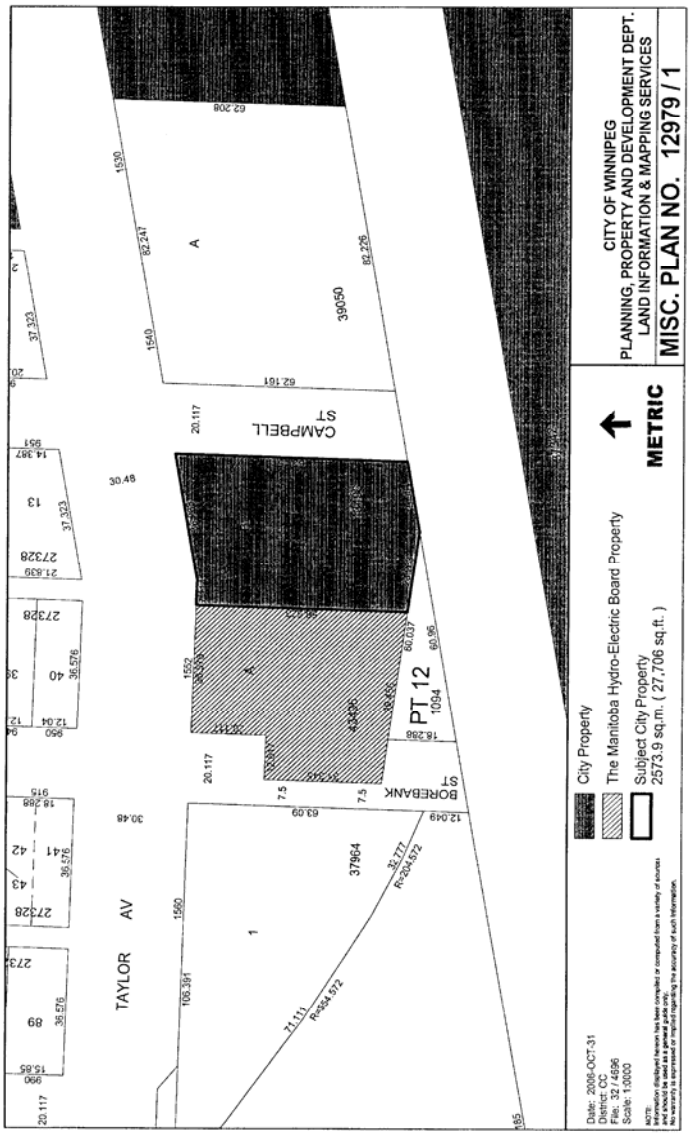
1. I/We MANITOBA HYDRO
(Print Full Name)
request that my/our name(s) appear in the Assessment Roll of the City of Winnipeg in respect to the following property, pursuant to Section 12(1) of "The Municipal Assessment Act", Cap. M 226 S.M..
2. Description of Properties: (Give description of all property 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
LOT B PL. 43496 W.L.T.O				

3. Mailing Address _____
4. Place of Residence _____
5. Name and Address of Registered Owner MANITOBA HYDRO, PROPERTY DEPT.
(Print)
P.O. BOX 815 WINNIPEG R3C 2P4
(Print)
6. Description of building on property:
Dwellings VACANT
Other Buildings
7. Date of Purchase MARCH 2007 8. Purchase Price $138,530.00

Date: _____ 2006 __ _____
(Signature of Applicant)

Office of the City Assessor
The City of Winnipeg _____
(Signature of Registered Owner)


CITY OF WINNIPEG
PLANNING, PROPERTY AND DEVELOPMENT DEPT.
LAND INFORMATION & MAPPING SERVICES
MISC. PLAN NO. 12979 / 1
METRIC
City Property
The Manitoba Hydro-Electric Board Property
Subject City Property
2573.9 sq.m. (27,706 sq.ft.)
Date: 2006-OCT-31
District: CC
File: 32 / 4696
Scale: 1:0000
TAYLOR AV
CAMPBELL ST
BOREBANK ST
PT 12
39050
37964
R=554.572
R=204.572