Agenda - Council - December 19, 2007

Report - Standing Policy Committee on Property and Development - November 27, 2007

Item No. 9 **Sale - City-owned Property - North side of Provencher Boulevard between McTavish Street and Dawson Road – Marion Trucking Ltd. or Nominee**
(St. Boniface Ward)
File FI-2.4(35)

STANDING COMMITTEE RECOMMENDATION:

On December 12, 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 subject City-owned property shown shaded on the attached Misc. Plan No. 10997/5 be declared surplus to the City's requirements.

2. That the sale of the City-owned property shown outlined on Misc. Plan No. 10997/6 (Lots 16 to 30, Plan 1306) and that portion of Public Lane and Laurier Street shown hatched on the attached Misc. Plan No. 10997/6 to Marion Trucking Ltd. or nominee at a price of $106,000.00, be approved in accordance with the terms and conditions of the attached Offer to Purchase dated November 8, 2007, and subject to the enactment of the proposed closing by-law.

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 - November 27, 2007

DECISION MAKING HISTORY:

EXECUTIVE POLICY COMMITTEE RECOMMENDATION:

On December 12, 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 November 27, 2007, the Standing Policy Committee on Property and Development concurred in the recommendation of the Winnipeg Public Service and submitted the matter to the Executive Policy Committee and Council.

RE: Proposed Sale of City-owned Property located of the North side of Provencher Boulevard between McTavish Street and Dawson Road – Marion Trucking Ltd. or Nominee
Riel Community
St. Boniface Ward

FOR SUBMISSION TO: Standing Policy Committee on Property and Development

ORIGINAL REPORT SIGNED BY: Director, Planning, Property and Development

REPORT DATE: November 16, 2007

RECOMMENDATION:

1. That Council declare the subject City-owned property shown shaded on the attached Misc. Plan No. 10997/5 surplus to the City's requirements.
2. That subject to the approval of Recommendation 1, the sale of the City-owned property shown outlined on Misc Plan No. 10997/6 (Lots 16 to 30, Plan 1306) and that portion of Public Lane and Laurier Street shown hatched on the attached Misc. Plan No. 10997/6 to Marion Trucking Ltd. or nominee be approved at a price of $106,000.00, in accordance with the terms and conditions of the attached Offer to Purchase dated November 8, 2007, and subject to Council's enactment of the proposed closing by-law.
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 subject City-owned property, shown shaded on Misc. Plan No. 10997/5, was acquired from the City of St. Boniface in the 1930's and subsequently held for an eastern thoroughfare thereafter.
- On June 1, 2000, the Public Works Department confirmed that the project would not be proceeding and, as such, the property was not required for street purposes.
- On July 18, 2007, Council concurred in the recommendations of the Standing Policy Committee on Property and Development and adopted the following: (1) that the street and lane closing shown on Misc. Plan No. 10997/5 be approved and the land declared surplus to the City's needs, and (2) That the City Solicitor/Manager of Legal Services be instructed to prepare the necessary by-law for submission to Council to effect the closing in accordance with Misc. Plan No. 10977/5 subject to the approval of the Standing Policy Committee on Property and Development of the terms and conditions of the conveyance of the land.

- The Planning, Property and Development Department is recommending that the sale of the subject City property shown outlined on Misc. Plan No. 10997/6 be approved to Marion Trucking Ltd. or nominee for the price of $106,000.00 in accordance with the terms and conditions of the attached Offer to Purchase dated November 8, 2007.

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 is in receipt of an Offer to Purchase the City-owned property shown outlined on Misc. Plan No. 10997/6 (Lots 16 to 30, Plan 1306) and that portion of the Laurier Street and Lane shown cross hatched on Misc. Plan No. 10997/6. 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 required and Council's enactment of the proposed closing is also required.

HISTORY:

The subject City-owned property, shown shaded on Misc. Plan No. 10997/5, was acquired from the City of St. Boniface in the 1930's and subsequently held for an eastern thoroughfare thereafter.

On June 1, 2000, the Public Works Department confirmed that the project would not be proceeding and, as such, the property was not required for street purposes.

On June 26, 2007, the Standing Policy Committee on Property and Development considered and approved a closing application (DAC 11/2007) to legally close that portion of the Public Lane and Laurier Street shown cross hatched on Misc. Plan No. 10997/6. Subsequently, on July 18, 2007, Council adopted the closing (DAC11/2007) of Laurier Street/Lane.

Details of the subject City property (excluding the street/lane) are as follows:

Location:	North side of Provencher Boulevard between McTavish Street and Dawson Road
Legal Description:	Lots 16 to 30, Plan 1306
Certificate of Title:	395184, 476429
Roll Number:	06050890000
Size:	1.2 acres
Zoning:	"M3" - Industrial District

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

DISCUSSION:

The Planning, Property and Development Department has consulted with the Ward Councillor in regard to marketing this property for sale.

The Department advertised the subject City-owned property for sale at an asking price of $89,900.00 in the Winnipeg Free Press on Monday, October 15 and 22, 2007 and in the Winnipeg Sun on Sunday, October 14 and 21, 2007. On-site signage was placed on the property and a full information package was made available on the Department website. Offers to Purchase were to be received until 4:30 p.m. on Friday, November 9, 2007.

The Planning, Property and Development Department received six (6) Offers for the subject property. Details of these Offers are identified on Schedule "A", attached.

The prices offered are as follows:

Marion Trucking Ltd. or nominee	$106,000.00
Loveday Mushroom Farms Ltd.	$ 90,000.00
Mann's Clean Sweep Ltd.	$ 69,000.00
Chris Chapman	$ 66,000.00
4892284 Manitoba Ltd.	$ 51,100.00
Squared "F" Enterprises Ltd.	$ 54,725.00

The Offer to Purchase received from Marion Trucking Ltd. or nominee for $106,000.00, is considered to be the highest and best offer. The Offer is in accordance with the terms and conditions of the Offer to Purchase that was included in the information package released by the Planning, Property and Development Department. The Department supports the proposed sale of the subject property to Marion Trucking Ltd. or nominee for the following reasons:

1. The Offer to Purchase received from Marion Trucking Ltd. is the highest offer ($106,000.00).
2. The proposed purchase price exceeds the estimated market value of the property as determined by an internal appraisal report.
3. 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 (ie. subject City property is being sold with the purchaser completing the Closing Plan for Rue Laurier and associated lane (DAC11/2007) and the title to the street/lane being consolidated with the subject City property).
4. *The property would be placed on the tax roll at the closing of the sale.*
5. The sale will eliminate the liability for the City associated with holding this property.

Financial Impact Statement

Date: November 13, 2007

Project Name:

First Year of Program **2008**

Sale of N/E Provenceher Boulevard at McTavish Street - Marion Trucking Ltd. or Nominee

	2008	2009	2010	2011	2012
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	107,753	1,753	1,753	1,753	1,753
Net Cost/(Benefit)	$ (107,753)	$ (1,753)	$ (1,753)	$ (1,753)	$ (1,753)
Less: Existing Budget Amounts	(107,753)	(1,753)	(1,753)	(1,753)	(1,753)
Net Budget Adjustment Required	$ -	$ -	$ -	$ -	$ -

Additional Comments: Revenues in 2008 consist of the proceeds of disposition of $106,000 + realty taxes estimated at $1,753, which will be credited to the Land Operating Reserve and General Revenue Fund respectively. Tax revenue is based on the assumptions that the assessed value equals the sale price, the property is added to the tax roll effective Jan. 1/08, and the portioning and mill rates remain constant at 65% and 0.025448 respectively.

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

IN PREPARING THIS REPORT THERE WAS:

Internal Consultation With and Concurrence By:

N/A

External Consultation With:

N/A

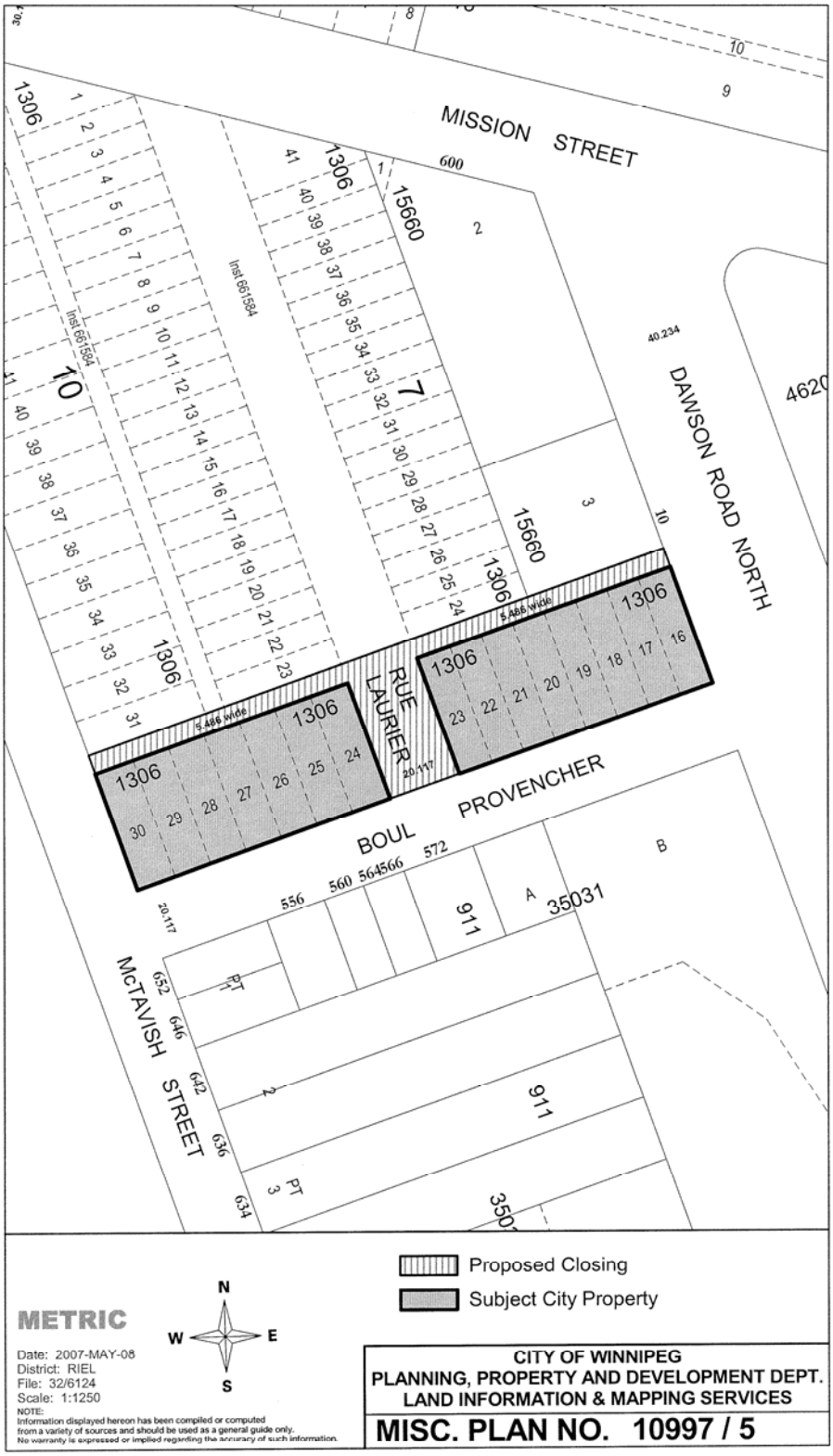
THIS REPORT SUBMITTED BY:

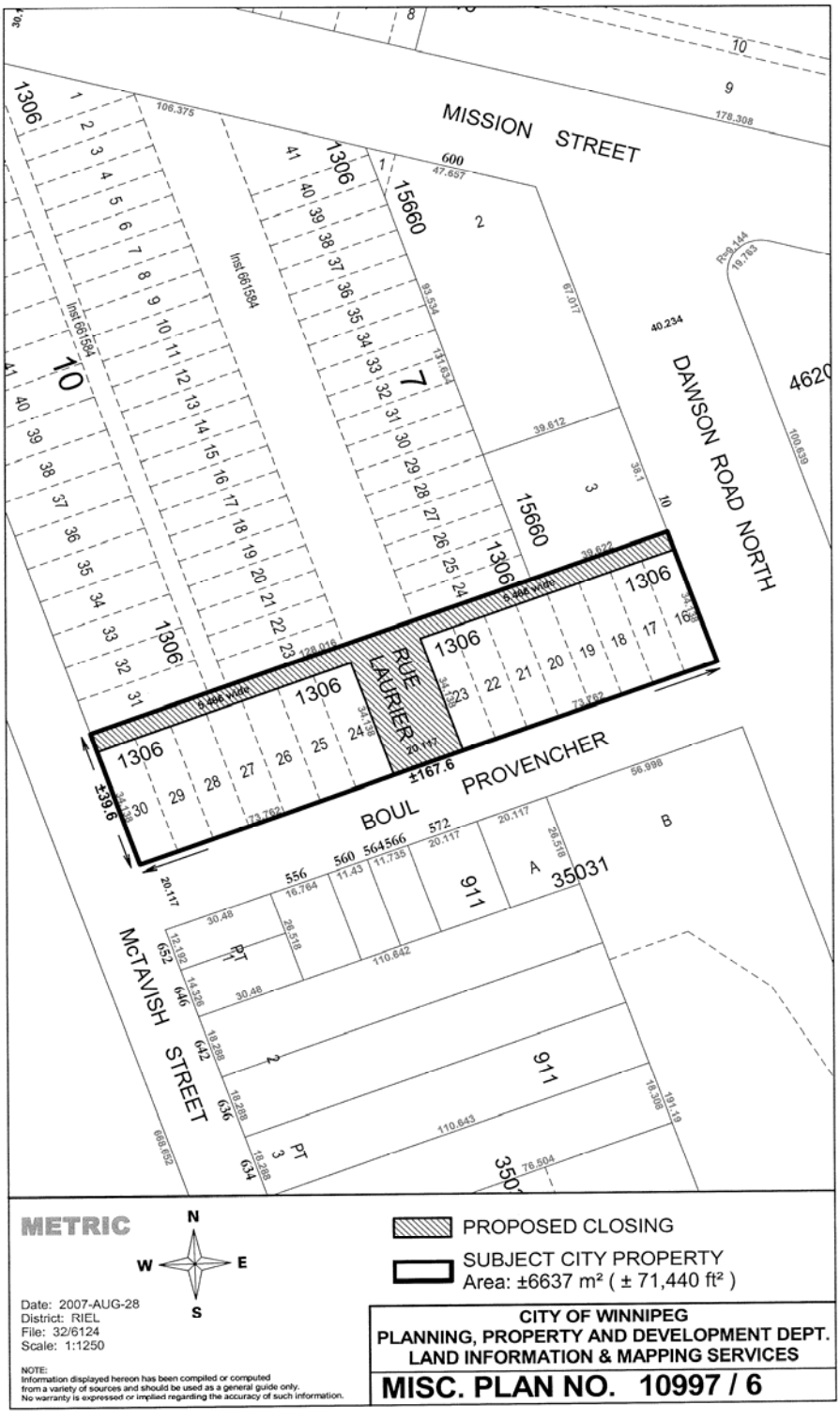
Department	Planning, Property and Development
Division	Real Estate
Prepared by:	Barry Lucyk
PPD File No.	32/6124

O:\Reports Directive\Real Estate\Sales\(bl)ProvencherMcTavish.doc

SCHEDULE “A”

Offeror	Price Offered	Deposit	Agent	Comments
Marion Trucking Ltd. Or nominee	$106,000.00	$15,900.00	No	Clean Offer
Loveday Mushroom Farms Ltd.	$90,000.00	$13,500.00	No	Clean Offer
Mann’s Clean Sweep Ltd.	$69,000.00	$11,100.00	No	Clean Offer
Chris Chapman	$66,000.00	$9,900.00	No	Clean Offer
4892284 Manitoba Ltd.	$51,100.00	$8,565.00	No	Clean Offer
Squared “F” Enterprises Ltd.	$54,725.00	$8208.75	No	Clean Offer


MISSION STREET
DAWSON ROAD NORTH
RUE LAURIER
BOUL PROVENCHER
McTAVISH STREET
Inst 661584
5.486 wide
Proposed Closing
Subject City Property
METRIC
Date: 2007-MAY-08
District: RIEL
File: 32/6124
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.
CITY OF WINNIPEG
PLANNING, PROPERTY AND DEVELOPMENT DEPT.
LAND INFORMATION & MAPPING SERVICES
MISC. PLAN NO. 10997 / 5


MISSION STREET
DAWSON ROAD NORTH
RUE LAURIER
BOUL PROVENCHER
McTAVISH STREET
METRIC
N
W
E
S
PROPOSED CLOSING
SUBJECT CITY PROPERTY
Area: ±6637 m² (± 71,440 ft²)
Date: 2007-AUG-28
District: RIEL
File: 32/6124
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.
CITY OF WINNIPEG
PLANNING, PROPERTY AND DEVELOPMENT DEPT.
LAND INFORMATION & MAPPING SERVICES
MISC. PLAN NO. 10997 / 6

File: 32/6124

INDUSTRIAL /COMMERCIAL

OFFER TO PURCHASE

The Undersigned (hereinafter called "the Purchaser") hereby offers to purchase from The City of Winnipeg (the "City"), subject to Council enactment of the necessary by-law to effect the legal closing of the land shown as "Proposed Closing" on Misc. Plan No. 10997/6 attached, the following lands shown as:

"Subject City Property" on Misc. Plan No. 10997/6 attached hereto;

(hereinafter called the "Lands")

for the sum of $ 106,000.00 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 $ 15,900.00, 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 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 sixty (60) days following the date that Council enacts the closing by-law contemplated in Clause 19 herein.

(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, including local improvement levies if any, 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, Manitoba Telephone System, 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.

13. 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 the Purchaser's sole cost, effort and expense, do all things as are necessary, including but not limited to causing to be prepared such documentation as may be required to ensure that the Lands to be conveyed by the City shown outlined as "Subject City Property" on Misc. Plan No. 10997/6 attached are consolidated by a Plan of Survey so as to constitute one indivisible parcel.

(2) This agreement shall run with the Lands and shall bind the Purchaser, its successors and assigns and its successors in title.

(3) To pay the applicable Land Titles Office registration fees and Land Transfer

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 shall, at its expense, prepare a Closing Plan for the closing of Rue Laurier and associated lanes (shown as "Proposed Closing" on Misc. Plan No. 10997/6 attached) for anactment by Council. The sale of the Lands are subject to the prior enactment of the street closing by-law by Council, failing which, the agreement resulting from the Offer to Purchase shall be null and void and the deposit shall be returned in full.

20. The Purchaser acknowledges that the Lands are presently zoned "M3" Industrial.

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

Marion Trucking Ltd. or Nominee
Name (Please Print)

Address
578 McTavish St.
Winnipeg, MB
R2J 0E6
(204) 237-3171

Purchaser's Registration No. (G.S.T.) RT103522017

IN WITNESS WHEREOF the Purchaser has signed this document in

Winnipeg, Manitoba, this 8th day of November 2007

Lionel Marion
Witness

x
Authorized Signature

Lionel Marion - President
Name and Title of Authorized Signature (Please print)

Ernest Marion
Witness

x
Authorized Signature

Ernest Marion
Vice President

Claude Marion - Secretary

x

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"

For information purposes only, not to be filled out with Offer to Purchase.

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).

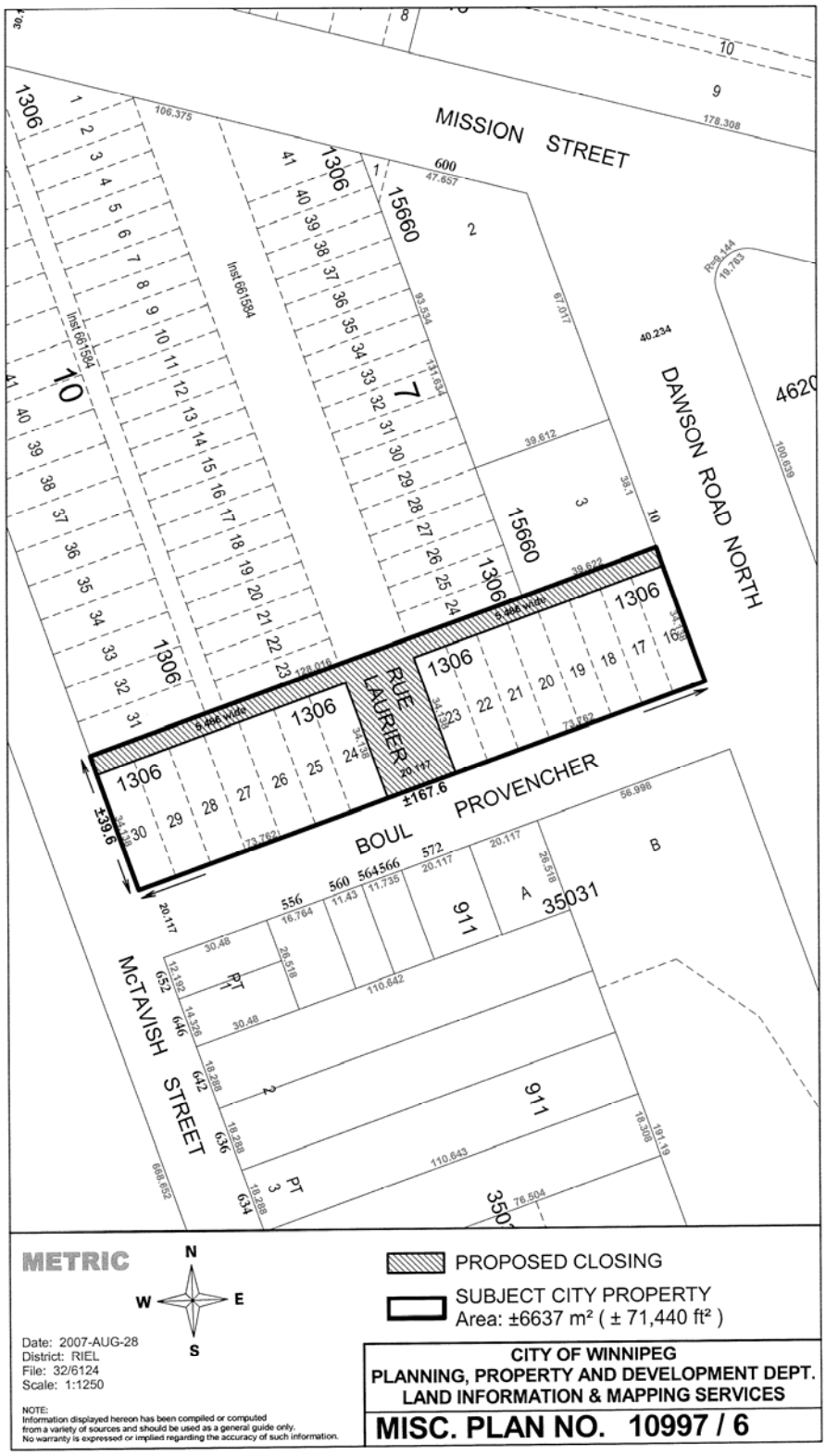
Part of Lot or Section	Lot or Section	Block or Township	Plan or Range	Interest in Property

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: _____ 2007 _____
(Signature of Applicant)

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


MISSION STREET
DAWSON ROAD NORTH
RUE LAURIER
BOUL PROVENCHER
McTAVISH STREET
METRIC
N
W
E
S
PROPOSED CLOSING
SUBJECT CITY PROPERTY
Area: ±6637 m² (± 71,440 ft²)
Date: 2007-AUG-28
District: RIEL
File: 32/6124
Scale: 1:1250
NOTE:
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CITY OF WINNIPEG
PLANNING, PROPERTY AND DEVELOPMENT DEPT.
LAND INFORMATION & MAPPING SERVICES
MISC. PLAN NO. 10997 / 6