Minutes – Executive Policy Committee – September 15, 2010

Minute No. 510
Report – Standing Policy Committee on Property and Development – September 14, 2010

Item No. 16 Encroachment Agreement - Right-of-Way at King Street – Youth for Christ (Point Douglas Ward) eFile ED(34)

EXECUTIVE POLICY COMMITTEE RECOMMENDATION:

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 an Encroachment Agreement in favour of Youth for Christ to develop and maintain a parking area encroaching onto the City right-of-way at King Street, as shown on Miscellaneous Plan No. 13883, be approved in accordance with the terms and conditions as set out in Schedule A to the report of the Winnipeg Public Service dated September 3, 2010.

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

Minutes – Executive Policy Committee – September 15, 2010

Report – Standing Policy Committee on Property and Development – September 14, 2010

DECISION MAKING HISTORY:

Moved by Councillor Steeves,

That Rule 10(3) of The Procedure By-law No. 50/2007 be suspended in order that the following item, which was received less than 96 hours preceding the committee meeting, be considered by Committee.

Carried

Moved by Councillor Steeves,

That the recommendation of the Standing Policy Committee on Property and Development be concurred in and forwarded to Council.

Carried

STANDING COMMITTEE RECOMMENDATION:

On September 14, 2010, 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.

ADMINISTRATIVE REPORT

Title: **Proposed Encroachment Agreement for the Development and Maintenance of a Parking Area Encroaching onto the City Right-of-Way at King Street – Youth for Christ**

Critical Path: **Standing Policy on Property and Development, EPC, Council**

AUTHORIZATION

Author	Department Head	CFO	CAO
B. Thorgrimson	D. Joshi	M Ruta	P Sheegl, Deputy CAO

RECOMMENDATIONS

1. That a proposed Encroachment Agreement in favour of Youth for Christ to develop and maintain a parking area encroaching onto the City right-of-way at King Street, as shown on attached Miscellaneous Plan No. 13883, be approved in accordance with the proposed terms and conditions as set out in the attached Schedule A.

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

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 property for which the Director of Planning, Property and Development has no authority. In this regard, the Planning, Property and Development Department has negotiated the proposed terms and conditions of an Encroachment Agreement in favour of Youth for Christ.

IMPLICATIONS OF THE RECOMMENDATIONS

The Department has determined that there is no general, policy, regulatory, environmental or human resource implications to lease the lands as shown on the attached Miscellaneous Plan No. 13833.

HISTORY

Youth for Christ submitted an encroachment application to the City's Zoning and Permits Branch to develop and maintain a parking area encroaching onto the City right-of-way at King Street.

The application was circulated to applicable City departments and public utilities for consideration and comments. No objections were received.

The Planning, Property and Development Department has negotiated proposed terms and conditions of an Encroachment Agreement in favour of Youth for Christ to develop and maintain a parking area encroaching onto the King Street right-of-way.

The Public Works Department has no objection to the proposed encroachment, subject to conditions as noted on Schedule A.

The Corporate Finance Department, Risk Management Branch, reviewed the insurance requirements for this proposed encroachment and their comments have been incorporated into the proposed terms and conditions.

This report seeks approval of the Encroachment Agreement as negotiated.

FINANCIAL IMPACT

Financial Impact Statement **Date:** September 2, 2010

Project Name: **First Year of Program** **2010**

Proposed Encroachment Agreement with Youth for Christ

	2010	2011	2012	2013	2014
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	1,084	2,501	2,501	2,501	2,501
Net Cost/(Benefit)	$ (1,084)	$ (2,501)	$ (2,501)	$ (2,501)	$ (2,501)
Less: Existing Budget Amounts	(1,084)	(2,501)	(2,501)	(2,501)	(2,501)
Net Budget Adjustment Required	$ -	$ -	$ -	$ -	$ -

Additional Comments: Incremental revenues in 2010 consist of the $2,501 annual rental amount prorated for the Sept. 1 commencement date + a lease admin fee of $250. Revenues from 2011 onward consist of the annual rental amount only.

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

CONSULTATION

In preparing this report there was consultation with:

Corporate Finance
Legal Services Department as to legal issues
Public Works Department
Water and Waste Department

SUBMITTED BY

Department:	Planning, Property and Development
Division:	Real Estate
Prepared by:	Maxine Clayton
Date:	September 3, 2010
File No.	o:\reports directive\real estate\leasing\(mpc)encroachment agmt-youth for christ.doc



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Real Estate\Leasing\(

SCHEDULE A

PROPOSED TERMS AND CONDITIONS FOR ENCROACHMENT AGREEMENT TO ESTABLISH PARKING AREA AT ENCROACHING ONTO THE KING STRET RIGHT-OF-WAY – YOUTH FOR CHRIST

Use:	Development and Maintenance of a parking area
Area:	Shown and identified as 'Encroachment Area' on Misc. Plan No. 13833 attached
Term:	Annual Continuing, commencing September 1, 2010
Rental:	$2,501.00 per annum, plus applicable GST, computed on the basis of the fees outlined in the City of Winnipeg Encroachment By-law No. 692/74 and amendments thereto, in event that the By-law is amended changing the fees charged for encroachments the rental paid under this agreement shall be adjusted accordingly, plus an initial administrative fee of $250.00 plus applicable GST.
Insurance:	The Lessee shall purchase and keep in force during the full term of the agreement the following insurance coverage: (i) Commercial general liability insurance in the amount of at least two million dollars ($2,000,000) per occurrence, such liability policy to include the City of Winnipeg as an additional insurance and contain evidence of a cross liability clause; (ii) All policies to be taken out with insurers license to and carrying on business in the Province of Manitoba; (iii) Deductibles shall be borne by the Lessee; (iv) The Lessee shall not cancel, materially change or cause any such policies to lapse without a minimum of thirty (30) days prior written notice to the City of Winnipeg; (v) The Lessee shall file with the City a certificate of insurance in a form satisfactory for the City Solicitor; (vi) The City shall have the right to alter the limits and/or coverage's as reasonably required from time to time during the continuance of this lease agreement and any subsequent renewals thereof, provided that the City shall give the Lessee reasonable notice and shall request reasonable change
Cancellation:	Ninety (90) days written notice

Conditions:

That the approval of this application by the Designated Officer-Encroachments is only valid for a period of 6 (six) months from the date of said approval unless the applicant enters into an Encroachment Agreement with the City of Winnipeg within the stated time frame, or alternatively obtains an extension of time from the Designated Officer-Encroachments;

That all utilities be permitted to enter the area for maintenance, repair or installation of services at anytime without notice to the applicant and that any removal or relocation of existing facilities as a result of the proposed application will be at the expense of the applicant. Prior to any digging or excavation, Manitoba Hydro and/or Centra Gas Manitoba Inc. advise the applicant contact the Call-Before-You-Dig line at 480-1212;

That extreme caution be used when excavation in the vicinity of MTS buried plant (MTS facilities have been marked on attached drawing) and that the applicant contact the Buried Plan Location service at 941-7267, 48 hours prior to excavation for further confirmation in the field;

That the conditions from the Water and Waste Department be adhered to the following:

As circled in the sketch, as shown on the attached Schedule 'B', there is an existing fire hydrant located within the proposed encroachment area. Fire protection for the surrounding businesses must be maintained however, the existing hydrant may be moved out of the encroachment area, at the cost of Youth for Christ, providing fire protection coverage is preserved. The decision to move the hydrant or retain it in its current location can be made by Youth for Christ's engineering consultant. If the current location is retained then an easemeat will be required for the hydrant and associated water main.

That the conditions from the Public Works Department be adhered to the following:

That should this section of King Street be required for future pedestrian and cycling underpass of the CP rail lines, the encroachment agreement will be rescinded.

That the condition from Manitoba Hydro, shown on the attached Schedule 'C', be adhered to the following:

Easements are required for existing gas facilities as shown in the attached sketch. Manitoba Hydro requires from the applicant one paper print of the surveyor's final pinned plan. Once the information is received, Manitoba Hydro will prepare a Grant of Easement Agreement. A minimum of 45 days is required to complete the easement process.

The applicant shall enter into a formal agreement with the City embodying the foregoing terms and conditions and such other terms and conditions as the City Solicitor/Manager of Legal Services deems necessary and in a form satisfactory to the City Solicitor/Manager of Legal Services.

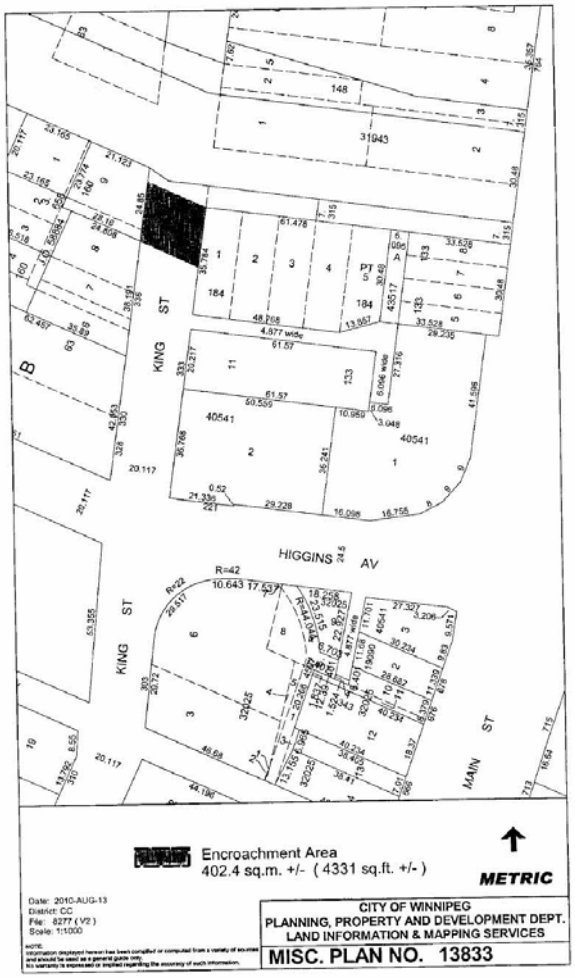
That all applicable permits be obtained prior to any development.

The proposed terms and conditions of the proposed Encroachment Agreement are subject to the final approval of the City's Standing Committees and Council and to the City Solicitor as to form and content.

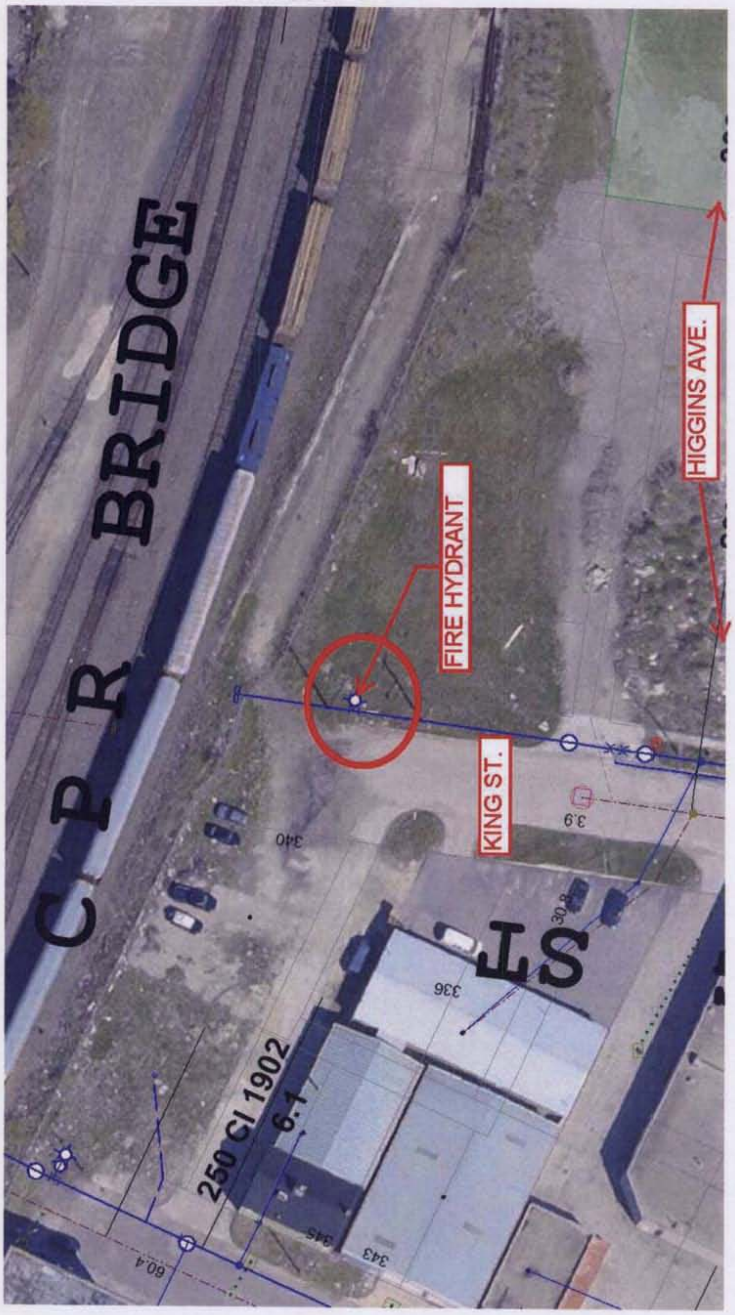
YOUTH FOR CHRIST ACKNOWLEDGES AND AGREES WITH THE ABOVE TERMS AND CONDITIONS.

TITLE: EXECUTIVE DIRECTOR

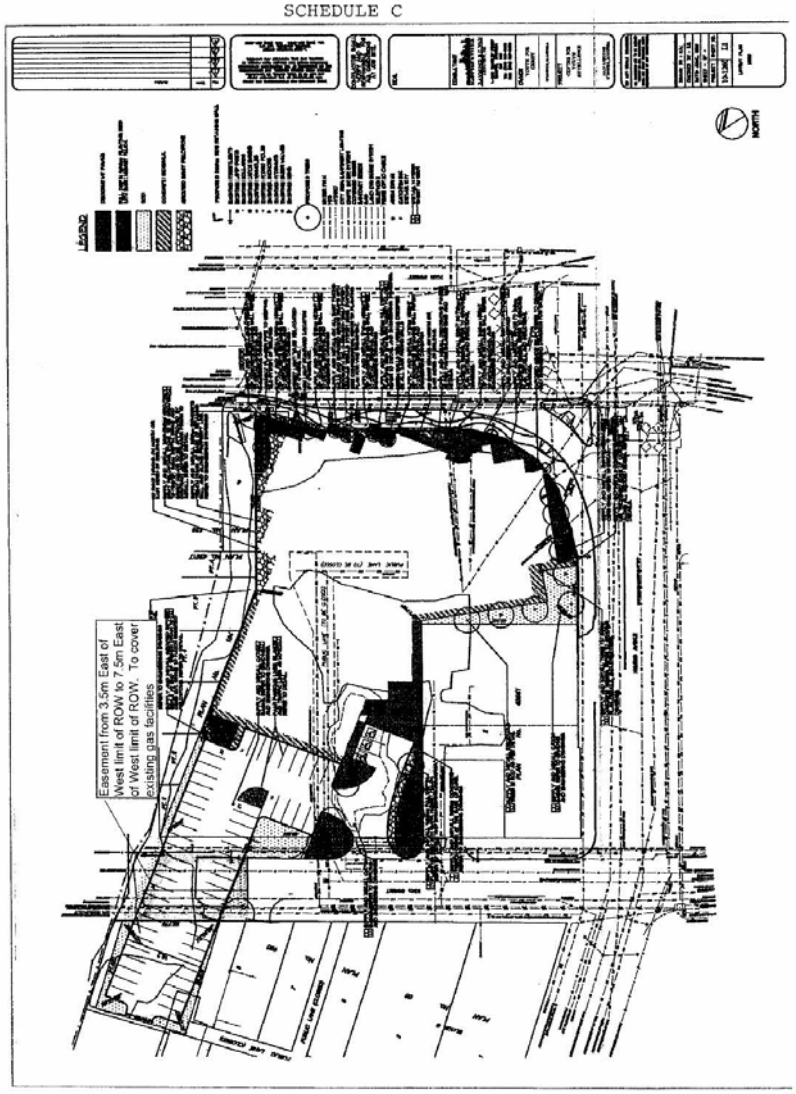
DATE Aug 24/2010


KING ST
HIGGINS AV
MAIN ST
Encroachment Area
402.4 sq.m. +/- (4331 sq.ft. +/-)
METRIC
Date: 2010-AUG-13
District: CC
File: 8277 (V2)
Scale: 1:1000
CITY OF WINNIPEG
PLANNING, PROPERTY AND DEVELOPMENT DEPT.
LAND INFORMATION & MAPPING SERVICES
MISC. PLAN NO. 13833

SCHEDULE B


C P R BRIDGE
FIRE HYDRANT
HIGGINS AVE.
KING ST.
ST
250 CI 1902
6.1
340
336
343
345
60.4
3.9
30.8

SCHEDULE C


Easement from 3.5m East of West limit of ROW to 7.5m East of West limit of ROW. To cover existing gas facilities